

COWICHAN BAY WATERWORKS DISTRICT

BYLAW NO. 217


A bylaw to authorize the execution of an agreement with

The Trustees of Cowichan Bay Waterworks District ENACT AS FOLLOWS:

1. That Bob Claus, Chair of the Trustees, and Sandra Neilly, Officer, are hereby authorized to execute on behalf of the district an agreement with relating to in the terms of the draft agreement hereto attached.
2. That Bob Claus, Chair of the Trustees, and Sandra Neilly, Officer, are hereby authorized to execute on behalf of the district all necessary instruments to give effect to the said agreement.
3. This bylaw may be cited as the Countryview Centre Ltd. (Inc. No. BC0725267) Agreement Bylaw No 217-2008.

INTRODUCED and given first reading by the Trustees on the 25th day of August 2008.

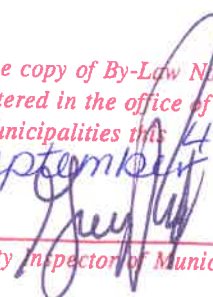
RECONSIDERED and finally passed by the Trustees on the 25th day of August 2008.


Chairman, Board of Trustees


District Administrator

I hereby certify under the SEAL OF THE DISTRICT that this is a true copy of Bylaw No. 217 of the COWICHAN BAY WATERWORKS DISTRICT passed on the 25th day of August 2008.


District Administrator

*A true copy of By-Law No. 217
registered in the office of the Inspector
of Municipalities this 4th day of
September 2008*

Deputy Inspector of Municipalities

THIS AGREEMENT made as of the 14 day of NOVEMBER, 2008

BETWEEN:

COWICHAN BAY WATERWORKS DISTRICT
an improvement district under the
Local Government Act of British Columbia
1760 Pavenham Road, Cowichan Bay, BC V0R 1N1

(the "Water District")

OF THE FIRST PART

AND: -

COUNTRYVIEW CENTRE LTD. (Inc. No. BC0725267)
c/o Brett Large
4420 West Saanich Road, Victoria BC V8Z 3E9

(the "Owner")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner of lands and premises located within the Cowichan Valley Regional District legally described as:

1. PID: 003-778-304
Lot 2, Section 18, Range 5, Shawnigan District, Plan 18824
2. PID: 005-633-133
Lot 1, Section 18, Range 5, Shawnigan District, Plan 8038

(hereinafter collectively called the "Property")

B. Located on the Property is a shopping centre called "Valleyview Centre" (the "Shopping Centre"). The location of the buildings in the Shopping Centre are depicted in the Plan attached hereto as Schedule "A".

C. The Property is located within the boundaries of the Water District as a result of an amendment to the Letters Patent of the Water District dated June 21, 2007.

D. The Owner presently owns and operates a system of water works including water wells and related infrastructure on the Property pursuant to a Permit (the "Permit") issued by the Comptroller of Water Rights under number 1360302.

E. The location of the wells and related infrastructure are more particularly identified on the Plan attached hereto as Schedule "A".

F. The assets comprising the infrastructure are more particularly identified in Schedule "B" to this Agreement. They are referred to in this Agreement as the "Assets".

G. The Owner wishes to transfer and the Water District wishes to acquire all of the interest of the Owner in the Permit and the Assets on the terms and conditions contained in this Agreement.

THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

1. Transfer of Assets

1.1 The Owner shall transfer the Permit and the Assets to the Water District and the Water District shall acquire the Permit and the Assets on the terms contained in this Agreement.

2. Consideration

2.1 The Water District shall pay the Owner the sum of One (\$1.00) Dollar for the Permit and the Assets (the receipt and sufficiency of which is acknowledged by the Owner).

2.2 In addition to the consideration in paragraph 2.1, the Water District shall supply water, at no charge, to the business located on the Property known as "Country Grocer" for so long as this business is owned and operated by the Owner or a company related to the Owner.

2.3 Upon a change of ownership of the business known as "Country Grocer" (defined as a sale of more than Fifty (50%) Percent of the Assets or a sale of more than Fifty (50%) Percent of the shares) to a party dealing at arms length with the Owner, the preferential treatment given to the Owner in paragraph 2.2 shall cease and the new owners of that business shall pay the best commercial rate for water supplied to the business from the date of the change in ownership.

- 2.4 The Water District shall supply water to the exterior common areas of the Property for outside maintenance (including lawn sprinklers) at no charge to the Owner for so long as the Property is owned by the Owner or a company related to the Owner.
- 2.5 Upon a change in ownership of the Property (defined as a sale of more than an undivided one half interest in the Property or more than Fifty (50%) Percent of the shares of the Owner) to a party dealing at arms length with the Owner, the preferential treatment given to the Owner in paragraph 2.4 shall cease and the new owners of the Property shall pay the best commercial rate for water supplied to the Property from the date of the transfer.

3. Water Meters

- 3.1 Following the completion of the transfer of the Permit and the Assets, the Water District, at its expense, shall install the following water meters:
- 3.1.1 One meter to service the Country Grocer premises;
- 3.1.2 Two meters to service the outdoor common areas of the Property including the lawn sprinkler system;
- 3.1.3 One meter to service each of the commercial buildings within the Property and if possible, where the Water District deems it necessary, one meter to service each of the commercial businesses.

(Note – The intention of the parties is that the Water District will monitor useage and will collect user rates or tolls. Smaller users such as commercial offices will pay a basic rate. Larger users (such as the laundromat and gym) will be metered if necessary and the occupants of these premises will be required to pay the going rate to the Water District and the Water District will collect these tolls).

4. Payment for Water Use

- 4.1 Water supplied to the treatment plant on the Property will be metered. The present owner (Countryview Centre Ltd.) will not be obligated to pay for water tolls. In the event of a change in ownership of the owner (defined as a sale of more than 51% of the shares or a sale of the Property), subsequent owners shall be obligated to pay water rates charged by the Water District.

- 4.2 The Owner will be obligated to pay all taxes levied against the Property by the Water District.
- 4.3 In accordance with the Water District's Assessment Bylaw number 180, each building on the Property will be treated as a separate commercial unit. It is acknowledged that there are presently three buildings and accordingly, three separate commercial units on the Property. Each commercial unit shall be classified as "Group F" in accordance with paragraph 5 of the Assessment Bylaw.
- 4.4 The Water District shall collect water tolls relating to water use directly from Tenants in the Property (other than Country Grocer). The Water District shall, where possible, bill Tenants directly.
- 4.5 While the Owner owns the Property, the Water District may bill the Owner for water tolls relating to water use by the Owner's Tenants (other than Country Grocer). The Owner shall in turn assign to the Water District, any rights that the Owner has under any leases to collect the water tolls directly from the Tenants. The Owner shall provide the Water District with the names and addresses of the Tenants and the amount that each Tenant is obligated to pay to the Owner for water use.

5. Covenants of the Owner

- 5.1 The Owner shall provide the Water District with:
 - 5.1.1 The Permit for the operation of the water distribution system on the Property.
 - 5.1.2 If available, schematic drawings, specifications, warranty documentation, manuals, and other similar documentation relating to the Assets.
 - 5.1.3 A blanket Statutory Right of Way over the Property in a form satisfactory to the Owner and the Water District to be registered against the Property, to ensure that the Water District shall have unrestricted access to the Assets and all meters to be installed on the Property by the Water District.
 - 5.1.4 All consents from any statutory authority or charge holder necessary to complete the transfer of the Assets contemplated by this Agreement.
 - 5.1.5 Access to and permission to use the Owner's emergency power supply, on the understanding that the Water District shall pay all costs associated with connection to the emergency power supply.

5.1.6 Access to any building or any premises containing equipment or infrastructure for the supply of water.

5.1.7 A specific statutory right of way in the form attached hereto as Schedule "C" to be registered against the Property to provide that the Water District shall have a specific right of way to gain access to use, modify, monitor, and otherwise deal with the main well, the secondary well and the reservoir identified on Schedule "A".

The area of the specific statutory right of way surrounding the main well and the secondary well shall be three meters squared (nine square meters) with the well located at the centre of the square. The statutory right of way for the reservoir shall provide:

5.1.7.1 The area of the statutory right of way shall be the actual dimension of the reservoir as shown on Schedule "A"; and

5.1.7.2 In the event that the reservoir is removed and is no longer needed by the Owner or the Water District, the costs of removal shall be shared equally by the Owner and the Water District.

5.2. The Owner covenants that it is the registered owner of the Assets, free and clear of all encumbrances. If there are encumbrances on the Assets, these encumbrances will be discharged at the expense of the Owner immediately following the Completion Date.

5.3 The Owner covenants that it will pay the Water District any capital expenditure charges, connection fees, taxes and water tolls for any future development on the Property.

5.4 Future development will include any additions, modifications, extensions, or construction beyond the exterior walls of the buildings presently located on the Property as more particularly described in Schedule "A".

6. Covenants of the Water District

6.1 The Water District has the authority to enter into this Agreement.

6.2 The Water District shall install meters for pumps and other equipment pertaining to the use of water on the Property and to pay all hydro costs for these items.

6.3 The Water District shall maintain all infrastructure for the delivery of water located on the Property from the water main located on Cowichan Bay

Road up to and including the water meters located on the Property. The Water District shall not be responsible for any water lines or other infrastructure located beyond the water meters on the Property or for water related infrastructure installed by parties other than the Water District.

7. Completion Date

- 7.1 The transfer of the Permit and the Assets contemplated by this Agreement shall take place on October 31, 2008.

8. Conditions Precedent

- 8.1 This Agreement is subject to the passage of the necessary bylaw by the Water District approving this Agreement and the approval of that bylaw by the appropriate provincial government authority in accordance with the *Local Government Act*.

- 8.2 This Agreement is subject to the approval of the transfer of the Permit by the Vancouver Island Health Authority.

9. Further Acts and Assurances

- 9.1 The parties will perform all further acts, execute all necessary documents and give all such assurances as are necessary to comply with the intent of this Agreement and to complete the transaction contemplated by this Agreement.

- 9.2 In the event that the Water District performs work or construction on the Property in accordance with the rights granted under this Agreement, no work or construction shall commence without the permission of the Owner and, if necessary, the approval by the Owner of construction plans and specifications.

- 9.3 All such work or construction performed by the Water District shall be paid by the Water District and the Water District shall promptly satisfy any liens that may be registered against the Property as a result of such work.

10. Dispute Resolution

- 10.1 Any dispute arising from this Agreement shall be resolved as follows:

- 10.1.1 Authorized representatives of each party shall meet at the office of the Owner on the Property to attempt to resolve the dispute.

10.1.2 If, following the meeting of the parties contemplated by the previous paragraph, the parties are unable to resolve the dispute, they will agree to mediation and will appoint a mediator to assist them. If they cannot agree on a mediator, a mediator will be appointed for that purpose by the British Columbia Arbitration and Mediation Institute.

10.1.3 If, following mediation, the parties are still not able to agree on a resolution of the dispute, the dispute will be submitted to binding arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act* of British Columbia. If the parties cannot agree on an arbitrator, an arbitrator will be appointed by the British Columbia Mediation and Arbitration Institute for that purpose.

11. Successors and Assigns

11.1 This Agreement is binding upon the parties hereby and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the 27th day of November, 2008.

COWICHAN BAY WATERWORKS DISTRICT
by its authorized signatories

R. L. Clark (Chair)
Per. *R. L. Clark*

Meilly
Per. *Sandra Meilly, Officer*

COUNTRYVIEW CENTRE LTD.
by its authorized signatories

[Signature]
Per.

[Signature]
Per.

**RICHARD J. WEY & ASSOCIATES,
LAND SURVEYING INC.**

#4-2227 James White Boulevard
Sikney, B.C. V8L 1Z5
Telephone (250) 656-5155

**BC Land Surveyor's Building Location Certificate On:
Lot 1, Plan 8038, And Lot 2, Plan 18824, Section 18,
Range 5, Shawnigan District
(P.I.D. No. 005-638-133 And 009-778-304)**

Civic Address: Cowichan Bay Road

This document was prepared for mortgage and municipal purposes
and is for the exclusive use of our client, Countryview Center Ltd.

This document shows the relative location of the surveyed structures
and features with respect to the boundaries of the parcel described above.
This document shall not be used to define property lines or property corners.

Certified Correct this 26th day of July, 2005.

B.C.L.S. (Not valid unless originally signed & sealed)

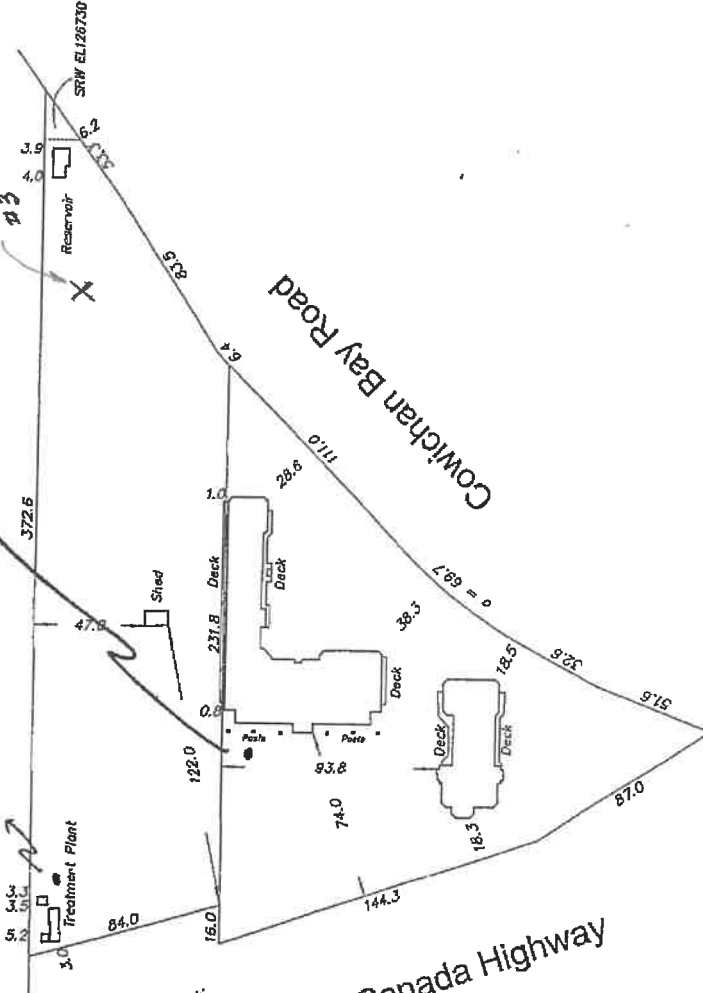


Scale = 1:2000

Distances shown are in metres.

SEAWARD
WELL

MAIN WELL



The subject property is affected by
the following registered documents:
2682916, E126730
File No.: S:\obs2005\50570ert.tif

SCHEDULE "A"

ALL RIGHTS RESERVED
© Copyright by Richard J. Wey & Associates Land Surveying Inc.

SCHEDULE "B"

Inventory of Water System Infrastructure – Valleyview Shopping Centre

1. One 44,000 gallon reinforced concrete reservoir.
2. Reinforced concrete booster pump building containing 2 centrifugal booster pumps and one centrifugal fire pump, all associated pipework and valves, 5 hydropneumatic tanks and electrical control panel.
3. Well number 2 including 2 HP submersible pump and associated 19 mm PE test pipeline.
4. Well number 1 including 50 HP submersible pump.
5. Reinforced concrete fire pump building including 30 HP centrifugal fire pump and associated valves and pipework. Electrical controls for fire pump and well number 1 pump.
6. Approximately 335 m of 100 mm diameter installed PVC pipe and approximately 880 m of 150 mm diameter PVC pipe and 6 fire hydrants.

LAND TITLE ACT
FORM C

Schedule "C"

(Section 219.81)
Province of British Columbia

GENERAL INSTRUMENT - PART 1

Page 1 of 9 Pages

1. APPLICATION: R. Brian McDaniel, 10800
McDaniel & Tillie, Barristers & Solicitors, Client #10231
#201 - 64 Station Street, Duncan, B.C. V9L 1M4 (250)748-6633

2. (a) PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
003-778-304 Lot 2, Section 18, Range 5, Shawnigan District, Plan 18824
005-633-133 Lot 1, Section 18, Range 5, Shawnigan District, Plan 8038

3. NATURE OF INTEREST: DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
SEE SCHEDULE		

4. TERMS: Part 2 of this instrument consists of:		D.F. No.
(a) Filed Standard Charge Terms	—	
(b) Express Charge Terms	XX	Annexed as Part 2
(c) Release	—	There is no Part 2 of this instrument

5. TRANSFEROR(S): **COUNTRYVIEW CENTRE LTD.** (Inc. No. BC0725267) (Statutory Right of Way)
COAST CAPITAL SAVINGS CREDIT UNION (Priority Agreement)

6. TRANSFEREE(S): **COWICHAN BAY WATERWORKS DISTRICT**, an improvement district under the *Local Government Act* of British Columbia, 1760 Pavenham Road, Cowichan Bay, British Columbia V0R 1N1


7. ADDITIONAL OR MODIFIED TERMS: N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date
(Y/M/D)

Transferor(s) Signature


GORDON W. BENN
 Barrister & Solicitor
 201 - 19 Dallas Road
 Victoria BC V8V 5A6

2008 / 11 / 16

COUNTRYVIEW CENTRE LTD. by its
authorized signatories

Per. 

Per.

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.


LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s) Execution Date
Y M D Party(ies) Signatures


R. BRIAN McDANIEL
Barrister & Solicitor
201 - 64 Station Street
Duncan, British Columbia
V9L 1M4
Telephone: (250) 748-6633

2008 / 11 / 27

COWICHAN BAY
WATERWORKS DISTRICT
by its authorized signatories


Per. RL CLAUSS



Per. Sandra Neilly, Officer

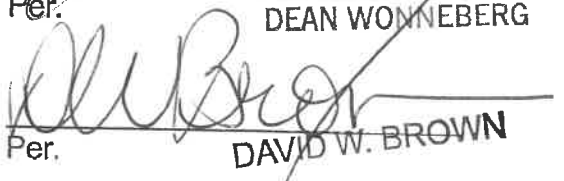


DAVID BORGHETTO
A COMMISSIONER FOR TAKING AFFIDAVITS
FOR THE PROVINCE OF BRITISH COLUMBIA
15117 - 101 AVENUE
SURREY, B.C. V3R 8P7
(604) 517-7418

2008 / 11 / 20

COAST CAPITAL SAVINGS
CREDIT UNION by its authorized
signatories


Per. DEAN WONNEBERG


Per. DAVID W. BROWN

Officer Certification:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C., 1996, c. 124 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E**

SCHEDULE

Page 3

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL INSTRUMENT FORM

3. NATURE OF INTEREST: DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
Statutory Right of Way Over _____	Entire Document	Transferee
Priority Agreement Granting Priority Over Mortgage FA146662 and Assignment of Rents FA146663	Page <u>8</u>	Transferee

PART 2 - TERMS OF INSTRUMENT

THIS INDENTURE WITNESSES that in consideration of the sum of One (\$1.00) Dollar, now paid by the Transferee to the Transferor, the receipt and sufficiency of which is hereby acknowledged by the Transferor, and in further consideration of the mutual covenants and conditions herein contained, the parties covenant and agree with one another as follows:

DEFINITIONS

1. In this Agreement the following word or words:

"Lands" means all and singular those certain parcels or tracts of land situate in the community of Cowichan Bay, in the Province of British Columbia and being more particularly known and described under the "Parcel Identifier(s) and Legal Description(s) of Land" Section of Part 1;

"Mortgagee" means any bank mortgage company, person or other lender which executes a Priority Agreement under Part 1;

"Part 1" means, Part 1 of the related General Instrument;

"Statutory Right of Way Lands" means that portion of the Lands identified by the words "SWR Area A" and "SWR Area B" in a Statutory Right of Way Plan prepared by Edwin J. Wilson, B.C.L.S. dated October 28, 2008 and attached hereto.

"Works" means a system of works for the provision of water, including all wells, pumps, hydrants, pipes, valves, conduits, casings, fittings, appliances, facilities, attachments or devices used in connection therewith.

COVENANTS OF THE TRANSFEROR

2. The Transferor hereby:
 - a. Grants, confirms and transfers, in perpetuity, to the Transferee the full, free and uninterrupted right, licence, permission and right of way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish the Works on, over, and under the Statutory Right of Way Lands;

- b. Grants unto the Transferee, its servants, agents, workers, contractors, licensees, together with their machinery, vehicles, equipment, and materials, the full right, liberty, and easement, to access, enter, work, intrude, or in any way establish the Works on, over, under, and through the Statutory Right of Way Lands including the right to carry away soil or other surface or subsurface materials, to clear away growth, buildings, or obstructions, now or hereafter in existence, as may be necessary, useful, or convenient for the operations of the Transferee in relation to the Works;
- c. Covenants and agrees not to cause nor permit anything which shall interfere with, prevent access to, damage, or be likely to damage the Works and, without limiting the generality of the foregoing agrees not to carry out nor permit to be carried out;
 - i. any blasting on or adjacent to the Statutory Right of Way Lands without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld, or
 - ii. any placement, construction, instalment or maintenance of any building, structure, asphalt, concrete driveway or patio, pipe, wire or other conduit on, over, or under any portion of the Statutory Right of Way Lands so that it in any way interferes with, prevents access to, damages or is likely to damage the Works; or
 - iii. any placement, storage, deposit of any contaminant or deleterious substance which could cause damage to the Works or the ground water on the Statutory Right of Way Lands including, without limiting the generality of the foregoing, petroleum products, cleaning products and hazardous waste;
- d. Covenants and agrees not to diminish nor increase the soil cover over any of the Works installed in the Statutory Right of Way Lands and, without limiting the generality of the foregoing, agrees not to construct open drains or ditches along or across any of the Works installed in the Statutory Right of Way Lands;
- e. Covenants and agrees to do or execute or cause to be done or executed, from time to time and at all times, upon every reasonable request and at the cost of the Transferee all such further and other lawful acts, deeds, conveyances and assurances in law so as to better assure the Transferee of the rights granted under this Agreement;

- f. Covenants and agrees that the Transferee shall have the right to gain access to and egress from the Statutory Right of Way Lands and the Works over the Lands in common with the Transferor and the Transferor's licencees and invitees.
- g. Covenants and agrees that the Statutory Right of Way is necessary for the operation and maintenance of the Transferee's undertaking.
- h. Covenants and agrees to comply with all federal, provincial or local government statutes, regulations or bylaws applicable to the property.

COVENANTS OF THE TRANSFEEE

3. The Transferee covenants and agrees:

- a. Not to bury any debris nor rubbish of any kind in excavations or backfill, and agrees to remove shoring and like temporary structures as backfilling proceeds;
- b. To thoroughly clean all areas of the Lands to which it has had access under this Agreement of all rubbish and construction debris created or placed thereon by the Transferee and agrees to leave the Lands in a neat and clean condition;
- c. To, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry under this Agreement to any of the Lands, replace the surface soil, as far as is reasonably possible, to the same condition as it was prior to such entry, so as to restore the natural drainage to the Lands, however, the Transferee shall not be required to restore any trees, grass or other surface growth but the Transferee agrees to leave the Lands in a condition which shall not inhibit natural regeneration of such growth;
- d. To carry out all work in a proper and skilful manner so as to do as little damage to the Lands as is reasonably possible;
- e. To make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands in the exercise of its rights under this Agreement;
- f. Notwithstanding anything to the contrary under this Agreement, to, as far as is reasonably possible, restore any fences, lawns, flower beds, at its cost to the same condition that they were in prior to any entry by the Transferee upon the Lands.

- g. To comply with all federal, provincial or local government statutes, regulations or bylaws applicable to the Property.

GENERAL

4. The parties mutually covenant and agree as follows:
 - a. Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, or under the Statutory Right of Way Lands by the Transferee shall at all times remain the property of the Transferee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Transferee;
 - b. In the event that the Transferee abandons the Works or any part thereof the Transferee may, if it so elects, leave the whole or any part of the Works in place;
 - c. No part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of this Agreement and the Transferor may fully use and enjoy all of the Lands subject only to the rights and restrictions contained in this Agreement;
 - d. The covenants contained in this Agreement shall be covenants running with the Lands and none of those covenants shall be personal or binding upon the parties hereto, save and except during the Transferor's seisin or ownership of any interest in the Lands, but the Lands, nevertheless, shall be and remain at all times charged therewith;
 - e. If at the date hereof the Transferor is not the sole registered owner of the Lands, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple, this Agreement shall also extend to such after-acquired interests;
 - f. In the event that the Transferee and the Transferor agree to remove the reservoir as shown on Plan VIP _____, the Transferee and the Transferor shall share equally in the costs of such removal.

ENTIRETY

5. This Agreement and Part 1 embody the entire Agreement between the Transferor and the Transferee, and no understandings or agreements, oral or otherwise exist between the Transferor and the Transferee, except as expressly set out in this Agreement.

AMENDMENT

6. No change or modification of this Agreement is valid unless it is in writing and signed by the Transferee and the Transferor.

ENUREMENT

7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be.

INTERPRETATION

8. Where the expression "Transferor" includes more than one person, all covenants herein on the part of the Transferor shall be construed as being several as well as joint.
9. Wherever the singular or masculine is used, it shall be construed as if the plural, the feminine, or the neuter, as the case may be, had been used;
10. The captions or headings appearing in this Agreement are inserted for convenience of reference only, and shall not affect the construction thereof.

PRIORITY AGREEMENT

11. The Mortgagee, in consideration of the sum of One (\$1.00) Dollar now paid by the Transferee to the Mortgagee, the receipt and sufficiency of which is hereby acknowledged by the Mortgagee hereby agrees and consents to the registration of the Statutory Right of Way herein granted, running with the Lands, in priority to the Mortgagee's Mortgage registered under the numbers set out under the "Nature of Interest" section of Part 1 in the same manner and to the same effect as if it had been dated, granted, and registered prior to the Mortgagee's Mortgage.

