

Land Title Act  
Form C  
(Section 219.81)  
Province of  
British Columbia  
**GENERAL INSTRUMENT**

96 MAY 10 14 02

EK050829

RECEIVED - VICTRO  
LAND TITLE OFFICE

(This area for Land Title Office use)

Page 1 of 3 pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)  
**SWIFT DATOO & COMPANY, Barristers & Solicitors**  
201-467 Cumberland Road  
Courtenay, B.C. V9N 2C5  
c/o VICTRO REGISTRY SERVICES

*[Signature]*  
Agent (384-6732)

2. Parcel Identifier and Legal Description of Land:\*(PID) (Legal Description)  
006-310-851 Lot 20, District Lot 87, Comox District, Plan 2657 except part in Plan 8179

3. Nature of Interest:\* Description Document Reference (page and paragraph) Person Entitled To Interest  
Section 215 (Land Title Act) Covenant ENTIRE DOCUMENT TRANSFEREE

*[Handwritten initials]*  
NS/10/96 AS946a CHG FREE .00

4. Terms: Part 2 of this instrument consists of (select one only)  
(a) Filed Standard Charge Terms D.F. No.  
(b) Express Charge Terms X Annexed as Part 2  
(c) Release There is no Part 2 of this instrument 05/10/96 AS946a CHG FREE .00

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. Transferor(s):\* TOWN OF COMOX

6. Transferee(s):(including occupation(s), postal address(es) and postal code(s))\*  
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Environment, Land and Parks, Parliament Buildings, Victoria, British Columbia V8V 1X4

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.

Execution Date

Officer Signature(s)  
*[Signature]*  
CHRISTOPHER J. KELSEY  
BARRISTER & SOLICITOR  
#201 - 467 Cumberland Rd.  
Courtenay, B.C. V9N 2C5

Y	M	D
96	05	8

Transferor(s) Signature(s)  
TOWN OF COMOX by its authorized signatory:  
*[Signature]*  
HELEN DALE

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. 1979, c. 116, 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.  
\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.  
\*\* If space insufficient, continue executions on additional page(s) in Form D.

In this Schedule, ~~"Transferor" means the Municipality and "Transferee" means the Province.~~

*CM*  
**TERMS OF INSTRUMENT - Part 2**

WHEREAS the Transferee contributed to the purchase of the Land by the Transferor on condition that the Transferor grant a covenant under section 215 of the *Land Title Act* to the Transferee on the terms and conditions set out below.

NOW THEREFORE in consideration of the premises and the sum of \$1.00 now paid by the Transferee to the Transferor (the receipt and sufficiency of which is acknowledged by the Transferor), the parties agree as follows:

1. In this Part "Land" means the land described in item 2 of Part 1 of this General Instrument.
2. The Transferor covenants with the Transferee that it will not
  - (a) use the Land for any purpose other than as a public park;
  - (b) deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
  - (c) cut, remove, destroy or disturb any tree, bush or foliage growing on the Land, except for the cutting and removal of trees that are a hazard to public safety (including blown down timber) and for the construction of nature trails;
  - (d) remove, destroy, damage or disturb any object of archaeological significance on the Land;
  - (e) do anything on the Land which will change it from its natural state, except as may be required to eliminate hazards to public health or safety;
  - (f) remove or displace any soil or beach material from the Land; or
  - (g) construct, erect or place any building, modular home, mobile home or unit, improvement or structure on the Land;or permit any of the foregoing to be done, without the prior written consent of the Transferee, which consent may be unreasonably withheld.
3. The Transferor acknowledges and agrees with the Transferee that in order for the Transferee to provide its consent to the Transferor to undertake any of the activities

set out in section 2, it may, among other things, require the Transferor to carry out appraisals, inspections, inventories, surveys, studies, analyses and other investigations of the Land in order to determine, among other things, the potential environmental and archaeological impact of any such activity on the Land and the Transferor will carry out all such appraisals, inspections, inventories, surveys, studies, analyses and other investigations at its expense.

4. The Transferor will indemnify and save the Transferee harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance by the Transferor of the covenants set out in section 3.
5. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless such waiver is expressed in writing by the Transferee and the waiver by the Transferee of any such term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision of this Agreement.
6. This Agreement extends to, is binding upon and enures to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.
7. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
8. This Agreement will be interpreted according to the laws of the Province of British Columbia.
9. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.
10. If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.
11. This Agreement will be registered as a charge against the Land pursuant to section 215 of the *Land Title Act*.

END OF DOCUMENT