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RECEIVED-VICTORIA
LAND TITLE OFFICE

GENERAL INSTRUMENT

(This area for Land Title Office use)

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

SWIFT DATOO & COMPANY (Client No. 11544) _____ Agent (384-6732)
201 - 467 Cumberland Road
Courtenay, British Columbia V9N 2C5
Ph: (250) 334-4461

2. Parcel Identifier and Legal Description of Land:*

(PID)	(Legal Description)
006-311-725	That part of Lot 22, District Lot 87, Comox District, Plan 2657 Lying to the north of the northerly boundary of Plan 5689, Except Parcel A (DD 18916N) thereof

3. Nature of Interest:*	Document Reference	Person Entitled To Interest
Description	(page and paragraph)	
Assignment of Section 219 Covenant EN74388, Rent Charge EN74389 and Section 218 Statutory Right of Way EN74390	Entire Instrument	Transferee

4. Terms: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms	<input type="checkbox"/>	D.F. No.
(b) Express Charge Term	<input checked="" type="checkbox"/>	Annexed as Part 2
(c) Release	<input type="checkbox"/>	There is no Part 2 of this instrument

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):* **COMOX VALLEY PROJECT WATERSHED SOCIETY** (Inc. No. S30104)
PO Box 3007
Courtenay, British Columbia V9N 5N3

6. Transferee(s):(including occupation(s), postal address(es) and postal code(s))*

COMOX VALLEY LAND TRUST (Inc. No. S39579)
PO Box 3462
6854 River Avenue South
Courtenay, British Columbia V9N 5N5

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
00	10	17

Party Signature(s)

COMOX VALLEY PROJECT WATERSHED SOCIETY by its authorized signatories as Transferor/Assignor:


ANDREA W. ROWE
BARRISTER & SOLICITOR
#201- 467 Cumberland Rd.
Courtenay, B.C. V9N 2G5
Phone: 334-4461


Name: Gary Andron

Name:

(as to all signatures)

Officer Signature(s)

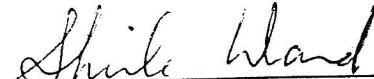
Execution Date

Y	M	D
00	10	17

Party Signature(s)

COMOX VALLEY LAND TRUST by its authorized signatories as Transferee/Assignee:


ANDREA W. ROWE
BARRISTER & SOLICITOR
#201- 467 Cumberland Rd.
Courtenay, B.C. V9N 2G5
Phone: 334-4461


Name: Shirley Ward

Name:

(as to all signatures)

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT dated for reference the 11 day of October, 2000;

BETWEEN:

COMOX VALLEY PROJECT WATERSHED SOCIETY (Inc. No. S30104),
a society incorporated under the British Columbia *Society Act*, having an
office address of PO Box 3007, Courtenay, British Columbia, V9N 5N3

(the "Assignor")

AND:

COMOX VALLEY LAND TRUST (Inc. No. S39579), a society incorporated
under the British Columbia *Society Act*, having an office address of 6854 River
Avenue South, PO Box 3462, Courtenay, British Columbia, V9N 5N5

(the "Assignee")

WHEREAS:

- A. The Assignor is one of the grantees of a covenant under Section 219 of the *Land Title Act* (the "Act") over:

Parcel Identifier: 006-311-725
That part of Lot 22, District Lot 87,
Comox District, Plan 2647
Lying to the north of the northerly boundary of Plan 5689
Except Parcel A (DD 18916N) thereof

(the "Lands")

in order to protect and conserve the Lands (the "Covenant") and of a Statutory Right of Way under Section 218 of the Act in order to operate and maintain the Section 219 covenant (the "Right of Way"). The Covenant and the Right of Way are registered in the Victoria Land Title Office under registration numbers EN074388 and EN074390, respectively.

- B. The Assignor wishes to assign, and the Assignee wishes to assume, the rights and obligations of the Assignor set out in the Agreement dated for reference May 21, 1999, between, inter alia, the owner of the Lands, FRANCES M. JOHNSON, and the Assignor which agreement created the Covenant, Rent Charge and Right of Way (the "Agreement").
- C. The Agreement permits the Assignor to assign the Agreement to an entity entitled to be a covenant holder for the purposes of Sections 219 and 218 of the Act.
- D. The Assignee has been designated by the Minister of Environment Lands and Parks under Section 219(3)(c) of the Act as an entity authorized to hold covenants under Sections 218 and 219 of the Act.

- E. The Owner has been consulted by the Assignor and Assignee and has received notice of the assignment in accordance with the terms of the Agreement and has consented to this assignment.

NOW THEREFORE:

1. The Assignor represents and warrants:
 - (a) that the facts set out in Recitals A, C and E are true as of the date of this Assignment and Assumption Agreement;
 - (b) the Agreement is in good standing and in full force and effect and has not been amended;
 - (c) there are no disputes between the Owner and the Assignor or, to the best of the Assignor's knowledge, between the Owner and TLC THE LAND CONSERVANCY OF BRITISH COLUMBIA;
 - (d) there is no litigation or administrative or governmental proceeding or inquiry pending or threatened which would affect the Lands and the Assignor's duties, rights or obligations in respect of the Agreement or the Lands;
 - (e) the Owner is in compliance with her obligations under the Agreement and the rent charge is suspended at the date hereof;
 - (f) the Assignor has fulfilled all of its duties and obligations under the Agreement, Covenant and Right of Way in accordance with the terms thereof.
2. The parties agree that the facts set out in Recital B are true as of the date of this Agreement.
3. The Assignee represents and warrants that the facts set out in Recital D are true as of the date of this Agreement.
4. The Assignor hereby assigns to the Assignee all of its rights, title, duties, obligations and interests in the Agreement, Covenant and Right of Way and the Assignee hereby assumes such rights, title, duties, obligations and interests in the Agreement, Covenant and Right of Way.
5. The Assignor covenants and agrees to indemnify and save harmless the Assignee from any loss, damages, liabilities, costs and expenses ("Costs") suffered by the Assignee directly or indirectly as a result of or arising out of any breach by the Assignor of any representation, warranty, covenant or agreement contained in this Assignment and Assumption Agreement and for any Costs suffered by the Assignee directly or indirectly as a result of or arising out of any acts, omissions or negligence of the Assignor while acting as a covenant holder under the Agreement.

END OF DOCUMENT