

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

~~NS/18/96 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.~~

CR
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

F93625

THIS INDENTURE made this 21st day of October

A.D. 1977;

BETWEEN:

J.
MACDONALD CONSULTANTS LIMITED,
of 1128 Millstream Road,
West Vancouver, in the Province of
British Columbia,

hereinafter called the "GRANTOR"

OF THE FIRST PART

THE TOWN OF COMOX, a Municipal Corporation
carrying on business at 1809 Beaufort Avenue,
in the Town of Comox, in the Province of
British Columbia,

hereinafter called the "GRANTEE",

OF THE SECOND PART

WHEREAS the Grantor of the First Part is the registered
owner of that certain parcel of land more particularly described as:
LOT TWENTY (20), DISTRICT LOT EIGHTY-SEVEN (87), COMOX DISTRICT, PLAN 2657,
EXCEPT THAT PART THEREOF INCLUDED IN PLAN 3179.

AND WHEREAS the Grantee of the Second Part requires the
right-of-way in connection with the operation of its sanitary sewer system
within the boundaries of the Town of Comox: -9-77 891716 -D3 5.00 ✓

1. WITNESSETH that in consideration of the sum of
ONE (\$1.00) DOLLAR of the lawful money of Canada now paid by the Grantee to the
Grantor (the receipt of which is hereby acknowledged), the Grantor **DOETH HEREBY**
GRANTS unto the Grantee a right-of-way for the purpose of laying down, constructing,
ditching, excavating or installing sewers, drains, pipes, flumes or any form of
installation deemed necessary, practical or expedient in, under and upon the
hereinafter described lands to carry sewage on, to, over, through or under the
hereinafter described lands and of keeping, inspecting and maintaining them at
all times in good condition and repair; and for every such purpose the Grantee
shall have access to the hereinafter described lands at all times by their
servants, employees and workmen, subject to the right of the Grantor to the free
use of the surface of the lands described as follows:

SUBSTITUTE FORM "C"

Applicant..... *Gordon G. H. Wagner*
c/o GORDON G. H. WAGNER B. C. Land Surveyor & Notary Public
Box 3118, Courtenay, B. C. Telephone 338-8119
Agent for..... Grantor and Grantee.....
Declared Value..... \$100.00
Nature of Registration: Easement *R.W.*
Request Certificate of Title..... no

Form "G" Land Registry Act (Sec. 50)
MEMORANDUM OF REGISTRATION
Registered the 9th day of 11 1977
on application received at the time
written stipulation on the application.
H. I. V. [Signature]
Victoria Land & Surveyor C. Strick

2015-01-09 11:11 AM

AND
11:11
9
NOV 11



THAT PART OF LOT TWENTY (20), DISTRICT LOT EIGHTY-SEVEN (87), COMOX DISTRICT,
PLAN 2657, EXCEPT THAT PART THEREOF INCLUDED IN PLAN 3179, SHOWN OUTLINED IN
RED ON PLAN 3232 R/W

2. The Grantee shall have the right to ingress and egress
at all times, its agents or workmen with necessary machinery and tools for the
purpose of constructing said sewer lines and also for the purpose of inspection,
maintaining and repairing same.

3. The Grantee shall construct, maintain, repair and inspect
the said sewer lines in such a manner as to cause the least damage and
inconvenience to the Grantor as may be possible and shall replace the surface
of the ground in as nearly the same condition as it was before commencing any
of its operations.

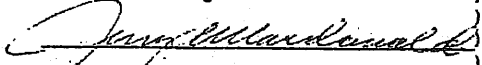
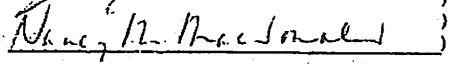
4. The Grantee shall indemnify and save harmless the Grantor
from and against all damage, loss and costs arising out of or in connection with
the existence of such sewer lines and drains.

5. AND IT IS FURTHER UNDERSTOOD AND AGREED that the Grantee
shall have the right to connect other sewer lines and drains on the Grantor's
land with the Grantee's sewer lines on the said hereinbefore described lands.

THIS INDENTURE AND everything herein contained shall enure
to the benefit of and be binding upon the Parties hereto and their respective
heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties have hereunto set their
respective hands and seals the day and year first above written.

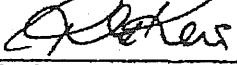
THE CORPORATE SEAL OF MACDONALD)
CONSULTANTS LIMITED was affixed)
hereto in the presence of:)

THE CORPORATE SEAL OF THE TOWN OF COMOX
was affixed hereto in the presence of:



Mayor



Municipal Clerk

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93625

MACK PRINTERS AND STATIONERS LTD., VANCOUVER, B.C. ©
LAW AND COMMERCIAL STATIONERS FORM No. 92

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 7th day of November, 1977, at the Town of Comox, in the Province of British Columbia, Richard Thomas Merrick, ~~whose identity has been proved by the evidence on oath of~~ who is personally known to me, appeared before me and acknowledged to me that he is the Mayor of The Town of Comox, and that he is the person who subscribed his name to the annexed instrument as Mayor of the said The Town of Comox and affixed the seal of the said The Town of Comox

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at the Town of Comox in the Province of British Columbia, this 7th day of November, one thousand nine hundred and seventy-seven

Gordon G. H. Wagner
 A Commissioner for taking Affidavits for British Columbia.
 Gordon G. H. Wagner

PARK STATIONERS & PRINTERS LTD.
 Law and Commercial Stationers
 Vancouver, B.C.
 FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 21st day of October, 1977, at the City of Vancouver, in the Province of British Columbia, JERRY AUSTIN MacDONALD, ~~whose identity has been proved by the evidence on oath of~~ who is personally known to me, appeared before me and acknowledged to me that he is the President of MacDONALD CONSULTANTS LIMITED, and that he is the person who subscribed his name to the annexed instrument as President of MacDONALD CONSULTANTS LIMITED and affixed the seal of the MacDONALD CONSULTANTS LIMITED to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at the City of Vancouver, in the Province of British Columbia, this 21st day of October, one thousand nine hundred and seventy-seven.

Gordon G. H. Wagner
 A Commissioner for taking Affidavits for British Columbia.
 A Commissioner for taking Affidavits within British Columbia.

NOTE—WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

TITLE SEARCH PRINT

2015-01-02, 14:51:23

Requestor: Sandy Grant

Folio/File Reference: GLOVER

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District
Land Title Office

VICTORIA
VICTORIA

Title Number
From Title Number

EK50828
EG49379

Application Received

1996-05-10

Application Entered

1996-05-14

Registered Owner in Fee Simple
Registered Owner/Mailing Address:

TOWN OF COMOX
1809 BEAUFORT AVENUE
COMOX, BC
V9N 4B8

Taxation Authority

TOWN OF COMOX

Description of Land

Parcel Identifier: 006-310-851

Legal Description:

LOT 20, DISTRICT LOT 87, COMOX DISTRICT, PLAN 2657, EXCEPT PART IN PLAN 3179

Legal Notations

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED
15.12.1980 UNDER NO. J128558 (SEE K24125 AND K95595)

Charges, Liens and Interests

Nature: EXCEPTIONS AND RESERVATIONS
Registration Number: M76300
Registered Owner: ESQUIMALT AND NANAIMO RAILWAY COMPANY
Remarks: A.F.B. 9.693.7434A
46170G;
SECTION 172(3)
FOR ACTUAL DATE AND TIME OF
REGISTRATION SEE ORIGINAL GRANT
FROM E & N RAILWAY COMPANY

TITLE SEARCH PRINT

2015-01-02, 14:51:23

Requestor: Sandy Grant

Folio/File Reference: GLOVER

Nature: RIGHT OF WAY
Registration Number: F93625
Registration Date and Time: 1977-11-09 11:17
Registered Owner: THE TOWN OF COMOX
Remarks: PART OUTLINED IN RED
ON PLAN 3232 RW

Nature: COVENANT
Registration Number: EK50829
Registration Date and Time: 1996-05-10 14:02
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTER OF ENVIRONMENT,
LANDS AND PARKS

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE