

LAND TITLE ACT
Form C (Section 233)
Province of
British Columbia

31 OCT 2005 10 15

EX138220

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 6 pages

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

R. BRUCE BUCKLER
Barrister & Solicitor
Ste. 201, 4430 Chatterton Way
Victoria, B.C. V8X 5J2

BURNS SERVICES

Gairne Bailey
Authorized Signatory

File No. 101 130/RBM/am #1646

2. Parcel Identifier(s) and Legal Description(s) of Land:

(PID)
024-619-124
024-619-221

(Legal Description)
Lot 1, District Lot 282, Alberni District, Plan VIP69719
Lot 1, District Lot 283, Alberni District, Plan VIP69720

3. Nature of Interest

Description
Section 219 Covenant

Document Reference (page & paragraph)
Entire Document

Person Entitled to Interest
Grantee

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

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release 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 on the Land described in Item 2.

5. Transferor(s)(Grantor(s)):

GREAT CENTRAL LAKE HOLDINGS LTD. (Inc. No. 689572)

02 05/10/31 10:15:25 02 VI
CHARGE

666512
\$64.75

6. Transferee(s)(Grantee(s)): (Including postal address(es) and postal code(s))*

REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT, 3008 Fifth Avenue, Port Alberni, BC V9Y 2E3

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)

R. Bruce Buckler

R. BRUCE BUCKLER
Barrister & Solicitor
Ste. 201, 4430 Chatterton Way
Victoria, B.C. V8X 5J2

AS TO ALL SIGNATURES

Execution Date

Y	M	D
05	10	05

Party(ies) Signature(s)
GREAT CENTRAL LAKE HOLDINGS LTD. by its authorized signatories

Mark Marley

Print Name:

MARK MARLEY

Print Name:

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

Page 2

Officer Signature(s)



RUSSELL BYSON
CITY CLERK
CITY OF PORT ALBERNI
A Commissioner for Taking Affidavits
in the Province of British Columbia

AS TO ALL SIGNATURES

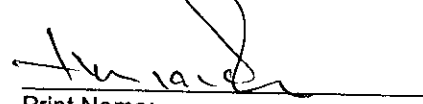
4850 ARGYLE ST
PORT ALBERNI B.C.
V9Y 9E3

Execution Date

Y	M	D
05	10	11

Party(ies) Signature(s)
REGIONAL DISTRICT OF
ALBERNI-CLAYOQUOT by its
authorized signatories

Hira Chopra



Print Name:



Print Name:

Wendy Manson

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.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Grantor is the registered owner in fee simple of:
- PID: 024-619-124
Lot 1, District Lot 282, Alberni District, Plan VIP69719
- PID: 024-619-221
Lot 1, District Lot 283, Alberni District, Plan VIP69720
- (the "Land");
- B. The Grantee is the Regional District of Alberni-Clayoquot;
- C. The Grantor has voluntarily agreed to register this restrictive covenant on title to restrict the Grantor's disposal of sewage into bodies of water in proximity to the Land and restrict the Grantor's building and development on the Land.

NOW THEREFORE, in consideration of the payment of the sum of \$1.00 by the Grantee to the Grantor and the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

1. In this Agreement:
- (a) "**sewage**" means human excrement, water borne human excretion or water carried wastes produced by any uses carried out on the Land.
 - (b) "**effluent**" means the substance resulting from the treatment of sewage.
 - (c) "**dispose**" means the introduction of sewage or an effluent into the environment through any discharge, deposit, emission or release.
 - (d) "**treatment**" means the handling or processing of sewage in such a manner as to change the physical, chemical or biological character or composition of the sewage in order to eliminate or reduce the volume, or one or more hazardous properties of the sewage.
 - (e) "**bodies of water**" mean the Great Central Lakes, Stamp River and its tributaries and any other natural watercourse or source of water supply, whether usually containing water or not, ground water, and a lake, river, creek, spring, ravine, swamp and gulch adjacent to the Land.

- (f) **"traffic study"** means a study, updating a traffic study prepared in relation to the Land by Bullock Baur and Associates Ltd., dated August 16, 2005, that identifies the number and location of pedestrian crossings over industrial rights of way.
2. The Grantor covenants and agrees not to use the Land except in strict accordance with this Agreement.
 3. The Grantor may use the Land provided that:
 - (a) the Grantor does not dispose of sewage or effluent into the bodies of water;
 - (b) all building and development on the Land is subject to the conditions specified and hereby attached as Schedule A;
 - (c) the Grantor provides the Grantee with the traffic study.
 4. The Grantee covenants that in the event that Rezoning Bylaw No. P1135 does not receive final adoption within one (1) year of registration of this covenant the Grantee shall, at the request of the Grantor, provide a discharge of this Covenant in registrable form.
 5. The Grantor and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.
 6. The Grantor shall indemnify and keep indemnified the Grantee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Grantee or which the Grantee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with the breach of any covenant in this Agreement.
 7. The Grantor hereby releases and forever discharges the Grantee of and from any claim, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Grantor can or may have against the Grantee for any loss or damage or injury, including economic loss, that the Grantor may sustain or suffer arising out of or connected with the breach of any covenant in this Agreement.

8. The Grantor shall permit the Grantee its agents and employees to enter upon the Land at all reasonable times for the purpose of inspecting any sewage disposal works and facilities constructed, installed and used on the Land.
9. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.
10. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
11. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
12. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the Land.
13. The restrictions and covenants herein contained shall be covenants running with the Land and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to Section 219 of the *Land Title Act* as covenants in favour of the Grantee as a first charge against the Land.
14. This Agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
15. Whenever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
16. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this Agreement.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1 and 2) attached hereto.

SCHEDULE "A"

All building and development on the Land shall adhere to the following conditions:

- A. A comprehensive landscape plan to be submitted to the Grantee featuring extensive use of native vegetation.
- B. A comprehensive pedestrian circulation plan to be submitted to the Grantee that includes provision for a major public access to Great Central Lake.
- C. Minimum use of stucco, brick or pastel colours, instead an emphasis on local timber and stone in building materials used on site.
- D. All utility structures - telephone, electrical and power - to be well screened with natural vegetation on wood screens.

END OF DOCUMENT