

LAND TITLE ACT
FORM C (Section 233) CHARGE

Mar-02-2012 14:47:28.005

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 8 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Paul Rodney
Ives E9R3J3

Digitally signed by Paul Rodney Ives
E9R3J3
DN: c=CA, ou=Paul Rodney Ives
E9R3J3, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=E9R3J3
Date: 2012.03.02 14:25:03 -08'00'

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

ALLEN & COMPANY, BARRISTERS & SOLICITORS

LAND TITLE OFFICE CLIENT NUMBER: 12251

FILE NO.: 09-699 COC

480 TENTH STREET, COURTENAY

TEL: 250.703.2583

BC V9N 1P6

Document Fees: \$71.90

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

s. 219 COVENANT

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

LONG-VIEW VENTURES LTD. (INC. NO. BC0323531)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE CITY OF COURTENAY

830 CLIFFE AVENUE

COURTENAY

BRITISH COLUMBIA

V9N 2J7

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

NIL

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

Transferor(s) Signature(s)

SUSAN M. KARVALICS
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH
COLUMBIA
830 CLIFFE AVENUE
COURTENAY, BC V9N 2J7
(as to both signatures)

Y	M	D
12	02	22

THE CORPORATION OF THE
CITY OF COURTENAY, by its
authorized signatories

JOHN WARD, Manager Corporate
Administration

LARRY JANGULA, Mayor

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.

EXECUTIONS CONTINUED

PAGE 2 OF 8 PAGES

Transferor / Borrower / Party Signature(s)

Y	M	D
12	02	10

HAROLD JAMES LONG

NAME: _____

NAME: _____

NAME: _____

NAME: _____

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 OF 8 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT 1, DISTRICT LOT 230, COMOX DISTRICT, PLAN EPP17208

STC?

YES ☐

[Related Plan Number]

EPP17208

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT 2, DISTRICT LOT 230, COMOX DISTRICT, PLAN EPP17208

STC?

YES

[Related Plan Number]

EPP17208

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT 3, DISTRICT LOT 230, COMOX DISTRICT, PLAN EPP17208

STC?

YES

[Related Plan Number]

EPP17208

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 8 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT 4, DISTRICT LOT 230, COMOX DISTRICT, PLAN EPP17208

STC?

YES

[Related Plan Number]

EPP17208

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

STC?

YES

☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

STC?

YES

☐

EXPRESS CHARGE TERMS - PART 2

1. The Transferor, LONG-VIEW VENTURES LTD. (INC. NO. BC0323531) referred to in Part 1 hereinafter referred to as the "Grantor".
2. The Transferee referred to in Part 1 is hereafter referred to as the "Grantee".

WHEREAS:

- A. The Grantor is the registered owner of property in the Courtenay Assessment District, in the Province of British Columbia, more particularly described as:

LOT 1, DISTRICT LOT 230, COMOX DISTRICT, PLAN EPP17208;
LOT 2, DISTRICT LOT 230, COMOX DISTRICT, PLAN EPP17208;
LOT 3, DISTRICT LOT 230, COMOX DISTRICT, PLAN EPP17208; AND
LOT 4, DISTRICT LOT 230, COMOX DISTRICT, PLAN EPP17208.

(the "Lands")

- B. The Grantor has applied to the Grantee's Approving Officer for approval of a subdivision of the Lands in accordance with the subdivision plan attached hereto;
- C. As a condition of the subdivision and in order to satisfy the Approving Officer's subdivision requirements for the Lands, the Grantor has agreed to the registration of a Covenant under Section 219 of the *Land Title Act* of British Columbia against title to the Lands on the terms and conditions set out herein.
- D. Section 219 of the LAND TITLE ACT of British Columbia provides that there may be registered as a charge against title to any land a covenant in favour of the Grantee that the land is not to be used in a particular manner except in accordance with the covenant.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the premises and covenants herein contained:

1. The Grantor pursuant to Section 219 of the *Land Title Act*, for itself, its successors and assigns, hereby gives and grants unto the Grantee, a Covenant on, over, under and through the portion of the lands described as:

" All those parts of Lots 1, 2, 3, and 4, District Lot 230, Comox District, Plan EPP17208, as shown darkly outlined on an Explanatory Plan of Covenant prepared by M.R. Kuss, B.C.L.S., and registered under Plan No. EPP17209, a reduced copy of which is attached hereto as Schedule "A""

on the terms and conditions contained below:

2. The Grantor hereby covenants and agrees with the Grantee:
 - a. that there shall be no development and no building or structures shall be constructed within the Covenant Area;
 - b. The Covenant Area shall be left in its natural state and there shall be no alteration or removal of vegetation in the Covenant Area; and
 - c. that the southwest boundary of the Covenant Area must be fenced by the Grantor, to a minimum height of 1.2 meters, and the Grantor is solely responsible to maintain this fence in a reasonable state of repair, as directed by the Grantee.
3. The covenants contained in this Indenture shall be construed as covenants running with the Lands until discharged by an instrument in writing duly executed by the Grantee and filed at the Land Title Office.
4. Nothing contained or implied herein will in any way prejudice or affect the rights and powers of the Grantee in the exercise of its functions as a municipality under any public and private statutes, by-laws, orders and regulations, all of which may be fully exercised in relation to the Lands as if this Indenture had not been executed and delivered by the Grantor.
5. The Grantor covenants and agrees with the Grantee:
 - a. To indemnify and hold the Grantee harmless from any claims for damages by any person arising from the approval of the subdivision;
 - b. To do or cause to be done all acts reasonably necessary to grant priority to this Indenture over all charges, liens and interests which may be registered against title to the Lands.
6. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. The Grantor and Grantee hereby agree that this Agreement shall not be modified or discharged except in accordance with the relevant provisions of s. 219 of the Land Title Act.
8. The Grantor or any of its successors or assigns, as the case may be, shall give written notice of this Agreement to any person to whom it proposes to dispose of the Lands, which notice shall be received by that person prior to such disposition.
9. For this purposes of this Agreement, the words “dispose” shall have the meaning given to it under s. 29 of the Interpretation Act, R.S.B.C. 1996, c . 238.

10. If any action or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement, as the case may be, shall be unaffected thereby and shall remain and be illegal or unenforceable parts or section had never been included in this Agreement.

THIS IS THE INSTRUMENT CREATING THE S.219 COVENANT ENTERED INTO UNDER SECTION 219 OF THE *LAND TITLE ACT* BY THE REGISTERED OWNER REFERRED TO HEREIN AND SHOWN ON THE PRINT OF THE PLAN ANNEXED HERETO AND INITIALED BY ME.

APPROVING OFFICER

SCHEDULE A FORMS PART OF THIS DOCUMENT

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA2421202

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

**Paul Rodney
Ives E9R3J3**

Digitally signed by Paul Rodney Ives
E9R3J3
DN: c=CA, cn=Paul Rodney Ives
E9R3J3, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=E9R3J3
Date: 2012.03.19 20:33:35 -07'00'

I, PAUL R. IVES, BARRISTER & SOLICITOR, HEREBY DECLARE AS FOLLOWS:-

1. OUR OFFICE FILED A COVENANT DOCUMENT WHICH IS CURRENTLY REGISTERED PENDING UNDER THE NUMBER CA2421202.
2. ITEM 3 OF THE COVENANT DOCUMENT SHOULD HAVE THE WORDS, IN THE ADDITIONAL INFORMATION SECTION, "OVER PART DARKLY OUTLINED IN PLAN EPP17209" AND WE WOULD ASK THAT THE COVENANT BE ACCEPTED FOR REGISTRATION WITH THESE ADDED WORDS INCLUDED.
3. THE APPROVING OFFICER FOR THE CITY OF COURTENAY HAS EXECUTED THE DOCUMENT ON PAGE 7 HOWEVER EXECUTION OF THE DOCUMENT WAS REQUIRED TO BE MADE ON PAGE 2 ON THE FORM D AND WE WOULD REQUEST THAT THE ATTACHED FORM D BE SUBSTITUTED AS PAGE 2 OF THE DOCUMENT AS THE CORRECTION TO THIS ERROR.

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$32.70

FORM_D_V17

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 OF 8 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

PAUL R. IVES
BARRISTER & SOLICITOR
505 FIFTH STREET
COURTENAY, BC V9N 1K2

Y	M	D
12	02	10

LONG-VIEW VENTURES LTD. (INC.
NO. BC0323531), by its authorized
signatory(ies)

HAROLD JAMES LONG

THIS IS AN INSTRUMENT REQUIRED
BY THE CITY OF COURTENAY
APPROVING OFFICER FOR
SUBDIVISION PLAN EPP17208
CREATING THE CONDITION OR
COVENANT ENTERED INTO UNDER
SECTION 219 OF THE LAND TITLE
ACT

NAME: KEVIN LAGAN

NAME:

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.