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FORM_C_V21 (Charge)

VICTORIA LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE

Dec-20-2016 17:27:20.001

CA5728036 CA5728037

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 31 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.

John Dawson
Mullin 87JXTV

Digitally signed by John Dawson
Mullin 87JXTV
DN: c=CA, cn=John Dawson Mullin
87JXTV, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=87JXTV
Date: 2016.12.20 13:57:14 -0800

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

MULLIN DEMEO

Lawyers

1626 Garnet Road

Victoria

BC V8P 3C8

Phone: 250-477-3327

File #: 72885/Limona/Stoneridge/JDM

Client No. 11886

(Park Covenant)

Document Fees: \$143.16

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULESTC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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):

SEE SCHEDULE

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

COWICHAN VALLEY REGIONAL DISTRICT

175 INGRAM STREET

DUNCAN

BRITISH COLUMBIA

V9L 1N8

CANADA

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)

JOHN D. MULLIN

Barrister & Solicitor

1626 Garnet Road

Victoria, BC V8P 3C8

Execution Date

Y M D

16

12

06

Transferor(s) Signature(s)

0927020 B.C. LTD. by its authorized
signatory(ies):

Name: Mike Baier

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 of 31 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Shannon Carlow

Commissioner for Taking Affidavits in British Columbia

Commission 2015-0836

Cowichan Valley Regional District

175 Ingram Street

Duncan BC V9L 1N8

(as to both signatures)

Y M D

16 12 16

COWICHAN VALLEY REGIONAL
DISTRICT by its authorized signatory
(ies):

Name: Jon Lefebure, Chairperson

Name: Joseph E. Barry, Corporate
Secretary

David B. Pope

Barrister & Solicitor

PO Box 83 Mill Bay, BC

VOR 2P0 250-743 3245

16 12 07

(AS TO PRIORITY)

STEPHEN HOWARD GARNETT,
EXECUTOR OF THE WILL OF GRANT
MAKEPEACE GARNETT,
DECEASED, SEE FB419709

David B. Pope

Barrister & Solicitor

PO Box 83 Mill Bay, BC

VOR 2P0 250-743 3245

16 12 07

(AS TO PRIORITY)

DAVID GREGORY GARNETT,
EXECUTOR OF THE WILL OF GRANT
MAKEPEACE GARNETT,
DECEASED, SEE FB419709**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 3 of 31 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

GERRY M. LAARAKKER

Barrister & Solicitor

Gerry M. Laarakker Law Corp.
Unit 1, 4205 - 27th Street
Vernon, BC V1T 4Y3

Y	M	D
16	12	06

(AS TO PRIORITY)

MURRAY CRAIG GARNETT,
EXECUTOR OF THE WILL OF GRANT
MAKEPEACE GARNETT,
DECEASED, SEE FB419709**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 4 of 31 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
16	12	07

David B. Pope
Barrister & Solicitor
PO Box 83 Mill Bay, BC
VOR 2P0 250-743 3245

(AS TO PRIORITY)

LOIS BERYL GARNETT

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 E**

SCHEDULE

PAGE 5 OF 31 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

029-533-601 LOT B SECTION 3 RANGE 8 SHAWNIGAN DISTRICT PLAN EPP49270

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**009-497-803 SECTION 3 RANGE 8 SHAWNIGAN DISTRICT EXCEPT PARCEL A
(DD43570I); PARCEL B (DD45704I); PARCEL C (DD91923I) AND EXCEPT
THOSE PARTS IN PLANS 4171, 8239, 9554, 34171, 51404, VIP69873, VIP77020,
EPP18211 AND EPP49270**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

FORM_E_V21

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 6 OF 31 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Entire Instrument, except page 19, paragraph 45

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting this Covenant with one registration number less than this priority agreement priority over Mortgage CA3612491 and Assignment of Rents CA3612492
Page 19, paragraph 45

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 7 OF 31 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

0927020 B.C. LTD., INC. NO. BC0927020
(as to Statutory Right of Way)

STEPHEN HOWARD GARNETT, DAVID GREGORY GARNETT, MURRAY CRAIG GARNETT
EXECUTOR OF THE WILL OF GRANT MAKEPEACE GARNETT, DECEASED, SEE FB419709,
AS TO AN UNDIVIDED 70/100 INTEREST
and
LOIS BERYL GARNETT, AS TO AN UNDIVIDED 30/100 INTEREST
(as to Priority)

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee-simple of those lands and premises located within the Cowichan Valley Regional District, in the Province of British Columbia, more particularly described as:

PID 029-533-601

Lot B Section 3 Range 8 Shawnigan District Plan EPP49270

PID 009-497-803

Section 3 Range 8 Shawnigan District Except Parcel A (DD 43570I); Parcel B (DD 45704I); Parcel C (DD 91923I) and Except Those Parts in Plans 4171, 8239, 9554, 34171, 51404, VIP69873, VIP77020, EPP18211 and EPP49270

(collectively, the "**Lands**")

- B. The Transferee is the Cowichan Valley Regional District (hereafter referred to as the "**CVRD**");
- C. The Transferor has applied to amend the South Cowichan Official Community Plan Bylaw No. 3510 (the "**OCP**") as it applies to the Lands, under the terms of CVRD Bylaw No. 4007 – South Cowichan Official Community Plan Amendment Bylaw (Stonebridge North), 2016, and to rezone the Lands under the provisions of Cowichan Valley Regional District Bylaw No. 4008 – South Cowichan Zoning Amendment Bylaw (Stonebridge CD Zone Amendments), 2016 (the "**Zoning Amendment Bylaw**").
- D. The Zoning Amendment Bylaw includes provisions under section 482 of the *Local Government Act*, S.B.C. 2015 c. 1, under which the density of development on that portion of the Lands in the CD-9B Zone (as that Zone is defined in the Zoning Bylaw) may be increased on the condition that certain amenities are provided.
- E. The Transferor and the CVRD wish to enter into this Agreement to better define the timing and conditions for the provision of amenities to permit the increased density of development of that part of the Lands in the CD-9B Zone.
- F. The Transferor has also offered on a voluntary basis to provide the CVRD with certain other amenities, over and above the amenities referred to in Recital D, including additional land for park purposes, park improvements including a tot lot, Trails, and improvements to the Stone Bridge for the benefit of the surrounding community.
- G. The Transferor has, in accordance with Schedule A, Appendix A, Policy 7.3 of the OCP, provided a community facility lot by donating 1.0 hectares of land to the Government of Canada for a new Royal Canadian Mounted Police station.
- H. The Transferor acknowledges that it is in the public interest that the development and

use of the Lands be limited and wishes to grant this covenant to the CVRD;

- D. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land, and:
- that land is to be built on in accordance with the covenant;
 - that land is not to be built on or subdivided except in accordance with the covenant;
 - that land is not to be used, built on or subdivided;
 - that land or specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural or existing state;
- may be granted in favour of the CVRD and may be registered as a charge against the title to that land.

NOW THEREFORE THIS AGREEMENT WITNESSES that under Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Transferor by the CVRD (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

Part A – Definitions and Interpretation

1. In this Agreement the following words have the following meanings:

“Bylaw Amenities” means the following amenities, as referred to in Section 11.9B.5e of the Zoning Bylaw, that are required to be provided in order to increase the density of development of the Lands within the CD-9B Zone:

- (a) the donation of two lots created by subdivision of the Lands within the CD-9B Zone, each of which is suitable for the construction of one (1) duplex, to an affordable housing provider that is acceptable to the CVRD;
- (b) the financial contribution of Three Hundred Thousand (\$300,000.00) Dollars to the Electoral Area A Community Parks Capital Reserve Fund; and
- (c) the transfer to the CVRD of the fee simple interest in all Riparian Areas for park and conservation purposes;

“CVRD Parks and Trails Standards and Specifications” means the standards and specifications for Type I and Type II Trails utilized by the CVRD Parks and Trails Division in the development and construction of parks, trails and similar amenities, as amended or replaced and in effect on the date that this s. 219 covenant is registered at the Land Title Office;

“Dwelling Unit” and **“Duplex”** have the same meaning as under the Zoning Bylaw;

“Multi-Use Stonebridge Trail” means that trail shown outlined on the Park Area and Amenity Plan labeled “Multi-Use Stonebridge Trail” built to the CVRD Parks and Trails Standards and Specifications for a Type I Trail by the Transferor in accordance with this Agreement, which will form a part of the CVRD’s recreational trail system, and which

starts at the end of Barry Road on the north side of Shawnigan Creek and travels across Shawnigan Creek via the Stone Bridge, where it joins with Barry Road on the south side of Shawnigan Creek, the general location of which is shown outlined and labeled "Multi-Use Stonebridge Trail" on the Park Area and Amenity Plan;

"Park Area and Amenity Plan" means the plan showing the Transferor's proposed subdivision and development of the Lands, and the approximate location of lands and park amenities to be provided by the Transferor under this Agreement, attached as Schedule "A";

"Park Areas" means, collectively, those parts of the Lands comprising the:

- (a) Tot Lot Park Land;
- (b) Trail Corridor Dedication Areas;
- (c) Trails;
- (d) Multi-Use Stonebridge Trail; and
- (e) Riparian Areas

all of which are to be transferred to the CVRD in accordance with this Agreement for park or conservation purposes;

"Phase" means an area of the Lands that is proposed to be subdivided by a single subdivision plan;

"Professional Engineer" means a professional engineer licensed to practice in British Columbia;

"Riparian Areas" means the riparian areas of the Lands comprising approximately 7.09 hectares, more or less, adjoining Shawnigan Creek, which includes the part of the Lands that has been determined to be the streamside protection and enhancement area (SPEA) in accordance with *Riparian Areas Regulation*, B.C. Reg. 376/2004, as generally shown outlined and labelled "Riparian" on the Park Area and Amenity Plan;

"Stone Bridge" means the historic stone bridge situated within the Park Area that crosses Shawnigan Creek and that will be donated by the Transferor to the CVRD in accordance with this Agreement;

"Subdivision" means the division of land into two (2) or more legal parcels, including by plan, apt descriptive words or otherwise, and for certainty includes a subdivision of land under the *Strata Property Act* into one or more strata lots, whether a building strata or bare land strata subdivision;

"Tot Lot Park Land" means an area of the Lands comprising approximately 0.06 hectares, more or less, which is a corner lot in close proximity to a Trail that connects with the system of Trails in the Riparian Areas, and which will be improved as a tot lot park by the Transferor with amenities, which will include a playground, park furniture, landscaping, irrigation, and such other amenities as agreed upon by the CVRD and the Transferor and as more particularly described in sections 16 to 20 of this Agreement, and the general location of which is shown outlined and labeled "Tot Lot" on the Park

Area and Amenity Plan;

“Trail” or “Trails” means those trails on the Lands, to be constructed to the CVRD Parks and Trails Standards and Specifications for a Type II Trail by the Transferor in accordance with this Agreement, the locations of which are generally shown by the dotted lines on the Park Area and Amenity Plan, and that will form a part of the CVRD's recreational trail system; and

“Trail Corridor Dedication Areas” means those corridors on the Lands to be transferred to the CVRD for recreational trail purposes in accordance with this Agreement, and that will not be less than 7 metres in width.

Part B - Covenant Not to Build or Subdivide Except in Accordance With this Agreement

2. (a) The Transferor covenants and agrees with the CVRD that it shall not construct any buildings on the Lands or subdivide the Lands except in strict accordance with this Agreement.
- (b) Sections 3 through 8 of this Agreement apply to the subdivision and development of that part of the Lands in the CD-9B Zone where undertaken pursuant to the amenity bonus provisions of section 11.9B.5e of the Zoning Amendment Bylaw.

A. Provision of Bylaw Amenities for Increased Density under Zoning Bylaw

3. The Transferor covenants and agrees that no later than the third or last subdivision of the Lands within the CD-9B Zone, whichever is the earlier, it shall transfer the fee simple interest in two fully serviced lots within the CD-9B Zone, each of which is suitable for the construction of one duplex, to a not-for-profit affordable housing provider that is acceptable to the CVRD.
4. The Transferor covenants and agrees that it shall:
 - (a) concurrently with the first subdivision of the Lands within the CD-9B Zone, make a financial contribution of \$50,000.00 to the Electoral Area A Community Parks Capital Reserve Fund;
 - (b) concurrently with the second subdivision of the Lands within the CD-9B Zone, make a financial contribution of \$50,000.00 to the Electoral Area A Community Parks Capital Reserve Fund;
 - (c) concurrently with the third subdivision of the Lands within the CD-9 B Zone, make a financial contribution of \$100,000.00 to the Electoral Area A Community Parks Capital Reserve Fund; and
 - (d) currently with the fourth subdivision of the Lands within the CD-9 B Zone, make a financial contribution of \$100,000.00 to the Electoral Area A Community Parks Capital Reserve Fund.

5. For certainty, the Transferor covenants and agrees that:
 - (a) it shall make a total financial contribution to the Electoral Area A Community Parks Capital Reserve Fund in an amount not less than \$300,000.00, regardless of the number of subdivisions the Transferor finally elects to make to the Lands within the CD-9B Zone; and
 - (b) notwithstanding section 4, in the event that the Transferor makes fewer than four subdivisions to the Lands within the CD-9B Zone, the Transferor shall pay to the Regional District the entire remaining balance of the \$300,000.00 financial contribution to the Electoral Area A Community Parks Capital Reserve Fund concurrently with the final subdivision of the Lands within the CD-9B Zone.
6. The Transferor covenants and agrees that it shall not subdivide the Lands unless it first transfers the fee simple interest in the Riparian Areas to the CVRD, for park and conservation purposes.
7. The Transferor shall be solely responsible for the cost of subdividing the Lands as required to create the lots that are required to be transferred under the terms of this Agreement, including the lots to be transferred to an affordable housing provider under section 3 and the transfer of the Riparian Areas to the CVRD under section 6, and for certainty the cost of subdivision includes the cost of surveying the Lands, plan preparation, the servicing of the lots referred to in section 3 with water and sewer services as well as all other services required as a condition of subdivision, and the cost of preparing and registering at the Land Title Office all required plans and transfers.
8. Each of the parcels that are required to be transferred under the terms of this Agreement, including the parcels to be transferred to an affordable housing provider under section 3 and the transfer of the Riparian Areas to the CVRD under section 6, must be transferred by the Transferor free and clear of any rights of way, covenants, easements, financial charges or encumbrances, property taxes, or other liens, charges or encumbrances of any kind, other than charges that are approved in advance and in writing by the CVRD, such approval not to be unreasonably or arbitrarily withheld.
9. For certainty, in the event that the Transferor does not provide all of the Bylaw Amenities in accordance with the requirements of this Agreement, then:
 - (a) in accordance with the Zoning Bylaw, no more than fifty (50) dwelling units, excluding any secondary suites, may be constructed on the Lands that are within the CD-9B Zone; and
 - (b) the Transferor shall not subdivide the Lands within the CD-9B Zone until it has, at its sole cost, first prepared and registered against title to the Lands a Statutory Right of Way in favour of the CVRD over the Riparian Areas in the form attached to this Agreement as Schedule "B" for the purpose of providing public access over the Trails that are to be developed by the Transferor in the Riparian Areas.

Part C - Park Land and Park Improvement Amenities**A. Transfer of Park Areas other than Riparian Areas**

10. The Transferor shall not deposit or register a subdivision plan that subdivides the Lands into one or more parcels comprising all or a portion of a Phase unless concurrently with that subdivision the Transferor subdivides and transfers to the CVRD the fee simple interest in the portion of the Lands comprising the Park Areas that are contained within that Phase. For greater certainty, this section 10, and sections 11 through 17 of this Agreement apply to the subdivision and transfer to the CVRD of all Park Areas other than the Riparian Areas, the subdivision and transfer of which are addressed in section 6, 7 and 8 of this Agreement.
11. The Transferor shall be solely responsible for the cost of subdividing the Lands as required to create each legal parcel or parcels comprising a Park Area capable of being transferred to the CVRD, and for certainty the cost of subdivision includes the cost of surveying the Lands, plan preparation, and the cost of preparing and registering at the Land Title Office all required plans and transfers but expressly excludes any property transfer tax, or goods and services tax applicable to such transfer.
12. The final surveyed boundaries of all Park Areas as shown on a subdivision plan must be acceptable to the CVRD, such acceptance and approval not to be unreasonably withheld, and:
 - (a) in the case of the portions of the Lands that must be transferred to the CVRD to accommodate the Trails, and the Multi-Use Stonebridge Trail, the width and actual layout of the Trail Corridor Dedication Areas in each case shall be determined by the CVRD, acting reasonably, at the time of subdivision based on site conditions and trail requirements, including without limitation the requirement that the Trail Corridor Dedication Areas that pass between residential lots must be in the locations generally shown outlined and labeled as "Trail Corridors" on the Park Area and Amenity Plan, and must not be less than 7 metres in width;
 - (b) in the case of the Tot Lot Park Land, the location and boundaries of the Tot Lot Park Land shall be as approved by the CVRD, acting reasonably.
13. All Park Areas shall be transferred to the CVRD free and clear of any rights of way, covenants, easements, financial charges or encumbrances, overhead services, property taxes, or other liens, charges or encumbrances of any kind, other than charges that are approved in advance and in writing by the CVRD, such approval not to be unreasonably or arbitrarily withheld. Any part of the Lands required to be created by subdivision and to be transferred to the CVRD under this Agreement shall not be included within any area of the Lands that is required to be dedicated as highway or public roadway as a condition of subdivision.
14. The Transferor shall not construct or install underground services or utility works including, but not limited to, those underground services or utility works described in sections 19 and 20 on those parts of the Lands that will be transferred to the CVRD under this Agreement without first obtaining the written approval of the Manager of the

CVRD Parks and Trails Division. Without limiting the other circumstances in which the Manager of the CVRD Parks and Trails Division may withhold approval, approval may be withheld if the following conditions are not met:

- (a) except as specifically provided in section 14(c), all such infrastructure is located underground;
 - (b) the location of the infrastructure will not affect the CVRD's ability to develop or use the Park Area for park, trail, or conservation purposes;
 - (c) where practical the infrastructure is or will be aligned with a Trail or the Multi-Use Stonebridge Trail, except that CVRD may require portions of the infrastructure be located approximately 40 metres west of the Stone Bridge if the CVRD Engineering Services Department determines that a pipe bridge crossing Shawnigan Creek is required; and
 - (d) the Transferor registers such easements or statutory rights of way as are necessary for the construction and maintenance of the infrastructure, such easements or statutory rights of way to be on terms that are to the CVRD's satisfaction in accordance with section 13 of this Agreement.
15. Except for that stormwater infrastructure specifically described in section 20(a) or that pre-existing stormwater infrastructure shown outlined and identified by the letters "SW" on the Park Area and Amenity Plan, the Transferor covenants and agrees that it will not construct any stormwater infrastructure within the Park Areas.

B. Amenities and Trail Improvements

16. The Transferor covenants and agrees that it shall construct at its sole cost and expense:
- (a) improvements required for the establishment and use of the Trails and the Multi-Use Stonebridge Trail (the "**Trail Improvements**");
 - (b) amenities and improvements required for the establishment and use of the Tot Lot Park Land (the "**Tot Lot Amenities**");
 - (c) all signage which identifies the boundaries between the Park Areas and private property ("**Park Area Signage**").
17. The Transferor covenants and agrees that the Trail Improvements and Tot Lot Amenities and Park Area Signage must be constructed in accordance with this Agreement and to the satisfaction of the CVRD prior to the subdivision and transfer of the fee simple interest in the parcel or parcels comprising the Park Area in which the Trail Improvements, Tot Lot Amenities or Park Area Signage is located.
18. All Trail Improvements, Tot Lot Amenities and Park Area Signage to be constructed under this Agreement shall be designed and constructed by the Transferor to the satisfaction of the CVRD and to CVRD Parks and Trails Standards and Specifications,

Type I for the Multi-use Stonebridge Trail and Type II for all other Trails.

19. Prior to the construction of any Trail Improvements, Tot Lot Amenities, or Park Area Signage, the Transferor shall submit to the CVRD, for the CVRD's written approval, a set of drawings and specifications prepared by a qualified landscape designer, in such detail as is reasonably necessary to demonstrate that the Trail Improvements, Tot Lot Amenities and Park Area Signage will comply with the requirements of this Agreement, and that, where applicable, provide details of:
 - (a) all site preparation work;
 - (b) all hard surfaces;
 - (c) all landscaping including grassed areas and trees;
 - (d) signage;
 - (e) playground equipment and park furniture where required; and
 - (f) site services including water, sewer and hydro where applicable.
20. The Tot Lot Amenities must include:
 - (a) potable water, irrigation, and storm drainage services at locations that are acceptable to the CVRD;
 - (b) playground equipment suitable for the size of the Tot Lot Park Land and that meets the current Canadian Standards Association standards, which equipment must be approved in writing by the CVRD prior to the purchase and installation of the equipment, such approval not to be unreasonably withheld, and all playground equipment must be installed by a certified playground equipment contractor;
 - (c) park furniture that meets CVRD Parks and Trails Standards or such other standard as the CVRD may, in its sole discretion, direct in substitution;
 - (d) landscaping suitable for the size and use of the Tot Lot Park Land, as determined by the CVRD acting in its sole discretion; and
 - (e) all other amenities and improvements that the parties agree are reasonably required or desirable for the use of the Tot Lot Park Land as a tot lot park.
21. The Transferor covenants and agrees that it shall construct, at its sole cost and expense, the Multi-Use Stonebridge Trail, and all other Trails in accordance with CVRD Parks and Trails Standards, and within the Trail Corridor Dedication Areas, or such other area of the Lands that the CVRD in its sole discretion may direct in substitution.

C. Stone Bridge

22. Concurrently with the subdivision of that part of the Lands upon which the Stone Bridge is situated, the Transferor shall transfer its interest in the Stone Bridge to the CVRD, free of all liens, charges and encumbrances, together with the portion of the Lands on which any part of the Stone Bridge is situated, that surrounds the Stone Bridge and that is reasonably required for the CVRD's use and maintenance of the Stone Bridge as part of the CVRD's recreational trail system.
23. Prior to the transfer described in section 22, the Transferor shall, at its sole expense:
- (a) retain a Professional Engineer to inspect and assess the Stone Bridge and prepare, for the CVRD's written approval, a report detailing all work and upgrades that must be completed before the Stone Bridge may be safely used by the public as a bridge for pedestrians and non-motorized vehicles, which work must include, but shall in no way be limited to, the construction of a hand-railing on both sides of the Stone Bridge;
 - (b) perform all work and upgrades to the Stone Bridge in accordance with the report described in section 23.

D. No Disturbance of Land Pending Transfer to CVRD

24. Except as may be necessary to construct the Trail Improvements, Park Area Amenities and Park Area Signage required under this Agreement, the Transferor agrees that it shall not disturb or remove any soil and/or vegetation on that part of the Lands that might reasonably be expected to be transferred for park or conservation purposes under this Agreement, whether before or after the transfer of the Park Areas, including, but not limited to, any such disturbance or removal undertaken as part of any land clearing or construction activities, without the prior express written consent of the CVRD.

E. Local Government Act Requirements for Provision of Park Land or Payment for Parks Purposes

25. The CVRD confirms that in the event that the Transferor develops the Lands within the CD-9B Zone pursuant to the amenity bonus provisions of section 11.9B.5e of the Zoning Amendment Bylaw, and transfers all of the Park Areas to the CVRD in accordance with this Agreement, the Transferor shall not be required to provide any additional park land at the time of subdivision of the Lands in accordance with section 510 of the *Local Government Act*.
26. If the Transferor does not develop the Lands within the CD-9B Zone pursuant to the amenity bonus provisions of section 11.9B.5e of the Zoning Amendment Bylaw, or in any event does not transfer all of the Park Areas required to be transferred to the CVRD under this Agreement, the Transferor shall be required to provide the CVRD with sufficient park land at the time of subdivision of the Lands to meet the requirements of section 510 of the *Local Government Act*. In the circumstances described in this section 26, the parties agree that any Park Areas actually provided by the Transferor to the CVRD under this Agreement shall be counted as a credit towards the total amount

of park land required to be provided by the Transferor to the CVRD under section 510 of the *Local Government Act*.

F. General Provisions

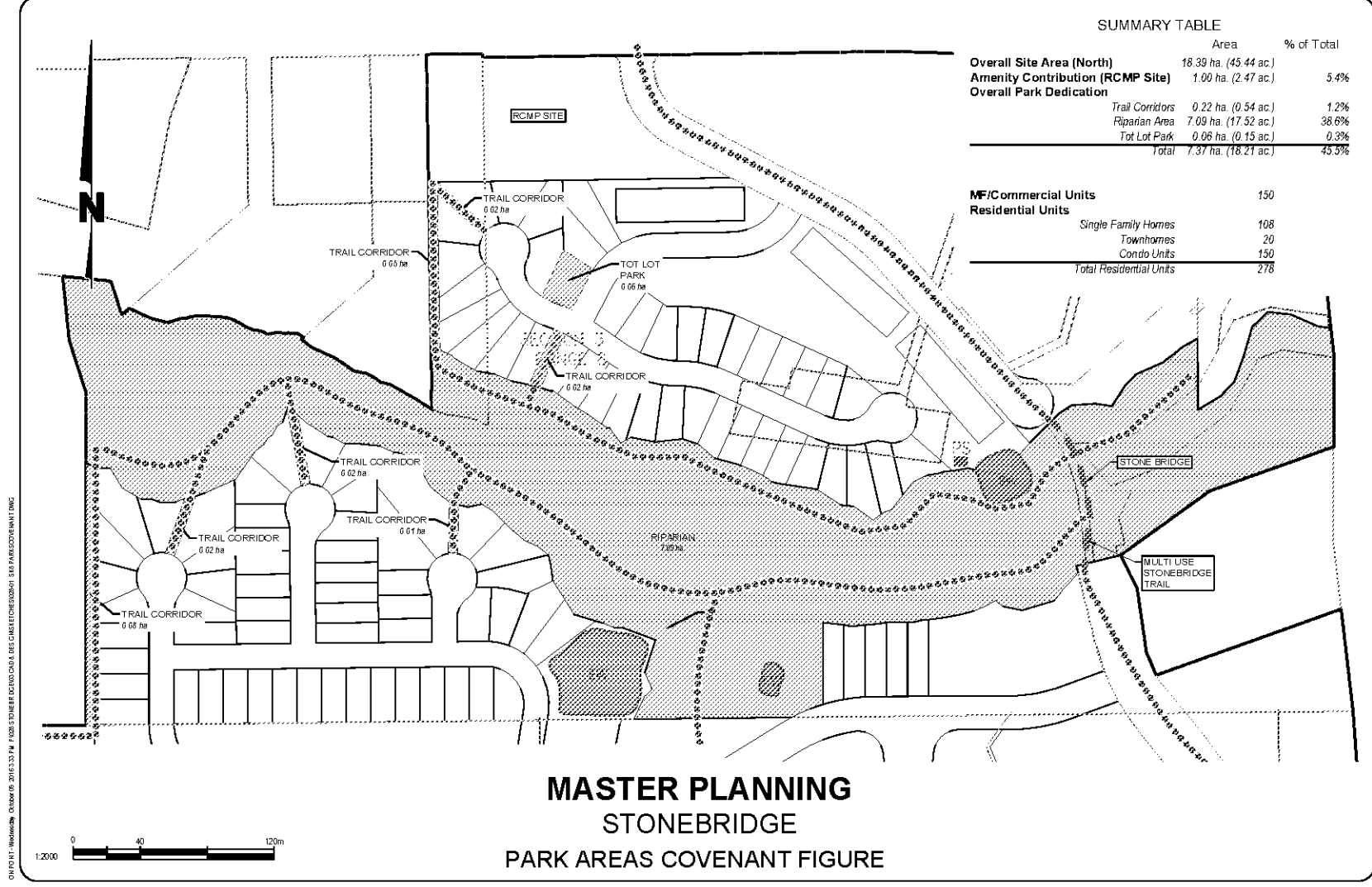
27. The Transferor shall indemnify and save harmless the CVRD from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the CVRD or which the CVRD incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:
 - (a) the breach of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
28. The Transferor hereby releases and forever discharges the CVRD of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the CVRD for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with:
 - (a) the breach of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
29. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
30. This Agreement is effective on the date the Zoning Bylaw is adopted by the Board of the Cowichan Valley Regional District. In the event the Zoning Bylaw is not adopted on or before the date that is six months following the registration of this Agreement in the Land Title Office, the CVRD will execute a discharge of this Agreement, the preparation and registration of which shall be at the sole cost of the Transferor.
31. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the CVRD 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 Lands as if the Agreement had not been executed and delivered by the Transferor.
32. Each party shall pay their own legal costs associated with the preparation of this Agreement. The Transferor agrees to pay all other costs associated with the final registration of this Agreement. This is a personal covenant between the parties.

33. Time is of the essence of this Agreement.
34. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.
35. It is mutually understood, acknowledged and agreed by the parties hereto that the CVRD has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.
36. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
37. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
38. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
39. The enforcement of this Agreement shall be entirely within the discretion of the CVRD and the execution and registration of the Agreement against title to the Lands shall not be interpreted as creating any duty on the part of the CVRD to the Transferor or to any other person to enforce any provision of the breach of any provision of this Agreement.
40. The restrictions and covenants herein contained shall be covenants running with the Lands 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 CVRD as a first charge against the Lands.
41. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
42. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
43. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
44. This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.

45. Stephen Howard Garnett, David Gregory Garnett, Murray Craig Garnett, Executor of the Will of Grant Makepeace Garnett, Deceased, See FB419709, as to an undivided 70/100 interest, and Lois Beryl Garnett, as to an undivided 30/100 interest (collectively, the "**Chargeholder**"), the registered holder of a charge by way of Mortgage and Assignment of Rents against the Lands and registered under numbers CA3612491 and CA3612492, respectively (collectively, the "**Charge**") in the Land Title Office at Victoria, British Columbia, for and in consideration of the sum of One (\$1.00) Dollar paid by the CVRD to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the CVRD, its successors and assigns, that the within section 219 Covenant shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

The Transferor and CVRD acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

Schedule “A”
Park Area and Amenity Plan



Schedule “B”
Statutory Right of Way