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LAND TITLE OFFICE  
VICTORIA

Land Title Act  
**Form C**

(Section 219.81  
Province of  
British Columbia

**GENERAL DOCUMENT**

(This area for Land Title Office use)

Page 1 of 7 Page(s)

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) ~~03/27/97 A01310 CHARGE 50.00~~  
CHRISTINE CONDRON

524 Yates Street, Victoria, B.C. V8W 2S6  
360 3176

*Christine Condon*  
Signature of Authorized Agent

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

003-915-255

Parcel A (DD362513-1) of Lot 1, Section 2, Range 3 East, North  
Saltspring Island, Cowichan District, Plan 17333

3. Nature of Interest:\*  
Description

Document Reference  
(page and paragraph)

Person Entitled to Interest

Section 215 Covenant

Entire Instrument

Transferee

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

- | | D.F. Number:
- | X | Annexed as Part 2
- | | There is no Part 2 of this Instrument

A selection of (a) or (b) 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):

**CAPITAL REGIONAL DISTRICT**

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

**SALT SPRING ISLAND LOCAL TRUST COMMITTEE**, a local trust committee incorporated under the *Islands Trust Act*, S.B.C. 1989, C. 68, 2nd Floor, 1627 Fort Street, Victoria, B.C., V8W 3E1

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 Transferor(s) Signature(s)

*[Signature]* Simon D. Joslin  
 Capital Regional District  
 P.O. Box 1000, 524 Yates St.  
 Victoria, B.C. 97/03/26

A Commissioner for Taking Affidavits  
 in the Province of British Columbia

As to the signature(s) of:

97/03/26

CAPITAL REGIONAL DISTRICT by its authorized signatory (ies):

*[Signature]*  
 Name: ~~John Geoffrey~~ *JACQUES CAMPBELL*  
*[Signature]*  
 Name: CARMEN IDA THIEL

*[Signature]*

SIDNEY FILKOW  
 BARRISTER & SOLICITOR  
 2 - 150 FULFORD-GANGES RD.  
 ASALTSPRING ISLAND (S.C.): V8K 2T8  
 as to David Borrowman

97/03/25

SALT SPRING ISLAND LOCAL TRUST COMMITTEE by its authorized signatory (ies):

*[Signature]*  
 Name: David Borrowman

Name:

Witness as to signature only,  
No advice sought or given,

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.

**PART 2 - TERMS OF INSTRUMENT****SECTION 215 LAND USE COVENANT**

This Agreement dated for reference: March, 26, 1997, is

BETWEEN:

**SALT SPRING ISLAND LOCAL TRUST COMMITTEE**, a local trust committee incorporated under the Islands Trust Act, S.B.C. 1989, c.68, 2nd Floor, 1627 Fort Street, Victoria, B.C., V8W 3E1,

(hereinafter referred to as the "Trust Committee")

AND:

**CAPITAL REGIONAL DISTRICT**, 524 Yates Street, Victoria, B.C., V8W 2S6

(hereinafter referred to as the "Owner")

**GIVEN THAT:**

A. The Capital Regional District is the registered owner of:

P.I.D.: 003-915-255

Parcel A (DD362513-I) of Lot 1, Section 2, Range 3 East, North Saltspring Island, Cowichan District, Plan 17333 (the "Land").

B. The Trust Committee has given three (3) readings to ByLaw 323 which creates a comprehensive Development 9 Zone (as described below) and establishes a minimum average parcel area of 11.5 acres to be generally applicable within the zone and a minimum average parcel area of 10.4 acres to apply within the Zone provided a recreational facility is built as specified ByLaw 323.

C. The Properties to be included within the comprehensive Development 9 Zone are legally described as follows:

(a) P.I.D.: 008-281-742

The South 1/2 of the North East 1/4 of Section 70, South Saltspring Island, Cowichan District (hereafter referred to as the "South 1/2"),

- (b) P.I.D.: 009-433-619  
The North 1/2 of Section 71, South Saltspring Island, Cowichan District,  
and
- (c) P.I.D.: 015-423-824  
Lot 5, Sections 76 & 77, South Salt Spring Island, Cowichan District, Plan 49595 except  
that part in Plan 49775.
- (Collectively called the "Development 9 Zone")
- D. The Owner wishes to grant to the Trust Committee a covenant under s.215 of the Land Title Act to ensure that any subdivision and development of the Land takes place in accordance with this Covenant.
- E. A comprehensive land use covenant under s.215 of the Land Title Act will be registered concurrently with this Covenant over the properties within the Development 9 Zone to ensure that any subdivision and development within the Development 9 Zone takes place in accordance with ByLaw 323, and that the South 1/2 is dedicated to the Capital Regional District as park.

**THIS AGREEMENT** is evidence that in consideration of TWO DOLLARS (\$2.00) paid by the Trust Committee to the Owner (the Receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Trust Committee and the Owner agree, as covenants granted by the Owner to the Trust Committee under s.215 of the Land Title Act, R.S.B.C. 1979, c.219, and as a contract between the Owner and the Trust Committee, as follows.

## ARTICLE 1

### DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement

- (a) "Dwelling Unit" means a dwelling unit as defined in the Zoning ByLaw.
- (b) "Zoning Bylaw" means Zoning Bylaw, Salt Spring Island, 1985 as it is in force on the date of final adoption of Bylaw 323.

## 1.2 Interpretation

### Reference in this Agreement to

- (a) the singular includes a reference to the plural and a reference to the plural includes a reference to the singular,
- (b) a "party" is a reference to a party to this Agreement,
- (c) a particular numbered "article" or "section" or to a particular lettered "schedule" is a reference to the corresponding numbered or lettered article, section or schedule of this Agreement,
- (d) an "enactment" is a reference to an enactment as defined in the Interpretation Act and is a reference to any revision, amendment or re-enactment of, or replacement for, that enactment, and
- (e) the Trust Committee includes a reference to its successors in function, including a municipality.

## 1.3 Headings

The division of this Agreement into articles, sections and schedules is for convenience of reference only and does not affect its interpretation. The article and section headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

## ARTICLE 2

### RESTRICTION ON FUTURE DEVELOPMENT

- 2.1 Henceforth no subdivision or development of the Land shall take place which allows or creates more than three Dwelling Units in total on the Land.
- 2.2 The Owner acknowledges that neither the approving officer having jurisdiction in respect of the Land under the Land Title Act and the Condominium Act, nor the authority having jurisdiction to issue building permits in respect of the Land is under any duty to issue any approval or permit that would contravene section 2.1.

**ARTICLE 3****GENERAL****3.1 Term of this Agreement**

The Trust Committee agrees that within a reasonable time after a demand by the Owner, the Trust Committee must execute and deliver to the Owner a discharge of this Agreement, executed in registrable form, discharging this Agreement from the Land if

- (a) ByLaw 323 has not been given fourth (4th) reading and has not come into force on or before December 31, 1997, or
- (b) a bylaw of the Trust Committee has come into force repealing section 25.H.5(b) of Bylaw 323 and the applicable appeal periods under the Land Title Act and the Municipal Act in respect of both those matters have expired, and either one year has elapsed from the date of adoption of the bylaw repealing section 25.H.5(b) of Bylaw 323 or the Owner has agreed in writing to the application of the bylaw to the Land.

**3.2 No Effect on Laws or Powers**

This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the Trust Committee under any enactment or at common law, including in relation to the use or subdivision of the Land or in relation to the Rezoning,
- (b) impose on the Trust Committee any legal duty or obligation, including any duty of care or contractual or other legal duty or obligations, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of the Land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

**3.3 Waiver**

An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

### 3.4 Release and Indemnity

The Owner irrevocably releases the Trust Committee from, and waives, any claim, right, remedy, action, cause of action, loss, damage, expense or liability which the Owner may have against the Trust Committee in respect of the Agreement or its performance or breach. The Owner must indemnify and hold the Trust Committee harmless from and against any claim, right, remedy, action, cause of action, loss, damage, expense or liability incurred, suffered or asserted by the Owner or anyone else in connection with performance of this Agreement by the Owner or its breach by the Owner or connected with any negligence or other legal wrong of the Owner.

As evidence of their agreement to be bound by the above terms, the Owner and the Trust Committee have each executed and delivered this Agreement by executing Part 1 of the Land Title Act Form C attached to and forming part of this Agreement.

**End of Document**