



Proposed Regional Park Conservation Covenant

Official Version

April 2006

Renewal Land Company

LAND TITLE ACT
FORM C (Section 233)

Province of
British Columbia

GENERAL INSTRUMENT - PART I (This area for Land Title Office Use)

Page 1 of 10 pages

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

Ruth Macdonald
Salmond Ashurst
1620 Cedar Hill X Road
Victoria, B.C. V8P 2P6

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

Lot E, Plan VIP _____, Sections 6 and 7, Cortes Island, Sayward District

PID

3. Nature of Interest:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Grantees

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 |

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) (Grantor(s))*

RENEWAL LAND COMPANY, a company incorporated in British Columbia (**Incorporation No. 668917**),
610-220 Cambie Street, Vancouver BC, V6B 2M9.

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

TLC THE LAND CONSERVANCY OF BRITISH COLUMBIA, a society registered in British Columbia
(Registration No. S-36826), with its registered office at 2709 Shoreline Drive, Victoria BC, V9B 1M5.

7. Additional or Modified Terms:*

N/A

LAND TITLE ACT
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GENERAL INSTRUMENT - PART I

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	Party(ies) Signature(s)
	06 04 01	RENEWAL LAND COMPANY by its authorized signatories

AS TO BOTH SIGNATURES

President

Secretary

_____ _____	06	TLC THE LAND CONSERVANCY OF BRITISH COLUMBIA by its authorized signatories _____ _____
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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 is insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space is insufficient, continue executions on additional pages in Form D

TERMS OF INSTRUMENT - PART 2

Section 219 Conservation Covenant

WHEREAS:

- A. The Grantor is the registered owner in fee simple of:
Lot E, Plan VIP _____, Sections 6 and 7, Cortes Island, Sayward District
(hereinafter called the "Land");
- B. The Land contains significant amenities, including flora, fauna and natural features, of great importance to the Owner, to the Covenant Holder, and to the public;
- C. The Grantee is TLC The Land Conservancy of British Columbia ("TLC") and has been designated by the then Minister of Environment, Land and Parks as a person authorized to accept covenants under s. 219 of the *Land Title Act of British Columbia*;;
- D. The Grantor, in its ownership and management of the Land, shall recognize the long term public interest in the preservation, protection and restoration of the ecosystems and biodiversity of the Land;
- E. The Grantor has agreed to enter into this agreement and to register it against title to the Land as a covenant under section 219 of the *Land Title Act*.

NOW THEREFORE in consideration of the premises and the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

1. Intent of Agreement

- 1.1 The parties each agree that the intent of this Agreement is as follows, and that this Agreement is to be interpreted, performed and applied accordingly:
 - (a) To protect, conserve, maintain and enhance the natural environment, ecosystems and Biodiversity of the Land, including the habitats, water, soil, scenic and spiritual values;
 - (b) To restore Mature Forest and Old Growth Forest structure and attributes and maintain them in perpetuity on the Land;
 - (c) To permit non-motorized recreation, as appropriate, that does not impair or interfere with the Natural State of the Land;
 - (d) To prevent any occupation or use of the Land that will significantly impair or interfere with the Natural State of the Land or the Amenities, except as expressly permitted in this covenant.
- 1.2 This Agreement shall be perpetual to reflect the public interest in the protection, conservation, maintenance and enhancement of the Land.
- 2. The Grantor covenants and agrees to use, administer and manage the Land in a manner which shall protect, preserve, conserve, restore and enhance the ecosystems and biodiversity of the Land and without limiting the generality of the foregoing:

- (a) not to subdivide, sell, transfer, or grant any easement, right of way, license or lease over all or part of the Land without the prior written consent of the Grantees excepting between government agencies;
- (b) not to unreasonably restrict non-motorized public access that does not impair or interfere with the Natural State of the Land, as described in the Baseline Report on file with each of the parties at the addresses and a summarized copy of which is attached as Schedule A;
- (c) not to remove, destroy or cut, or permit the removal, destruction or cutting of any indigenous vegetation on the Land except as is necessary to implement the park management plan referred to in section 32 herein. Notwithstanding the foregoing, if any living or dead tree on the Land poses an imminent threat to the safety of any person, that tree may be cut down or trimmed without the prior written consent of the Grantees. The Grantor shall leave any cut tree or trimmings on the Land unless such action shall constitute a fire hazard;
- (d) not to apply the following materials to the Land:
 - (i) Any herbicide, insecticide, fungicide or pesticide;
 - (ii) Any materials which are persistent in the environment or break down into compounds which are persistent and damaging
 - (iii) Any other deleterious substance of any kind.
- (e) not to build, lay out or establish any new road on the Land;
- (f) not to lay down, install, place or deposit any impervious material or surface on or within the Land for parking or trail purposes except as needed to reduce environmental impact;
- (g) not to permit the introduction of any non-native flora; and,
- (h) not to build, construct, erect or alter any structure, building or improvement on the Land except in accordance with the park management plan prepared in accordance with section 2 herein, unless the prior written approval of the Grantees has been obtained.

3. By the Earliest possible date, the Grantor shall prepare and adopt a park management plan (the "Plan") for the management of the Land, including, access routes, trails, signage, washroom facilities, park interpretation and educational facilities or such other park improvements as may be considered necessary or appropriate and that are consistent with recitals D and E herein.

4. The Grantor agrees to allow the Grantee to publicize the existence of this Agreement and the covenants thereunder.

5. The Grantee may assign their respective rights and obligations under this Agreement to an entity qualified at the time of transfer to hold a covenant under section 219 of the Land Title Act (or any successor provision then applicable) and any applicable regulations.

6. The Grantor shall indemnify and keep indemnified the Grantee from any and all claim, clauses of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Grantee for any loss or damage or injury, including economic loss, arising out of or connected with the breach of any covenant to this Agreement except those that are a direct result of the Grantee.

7. The grantor hereby releases and forever discharges the Grantee and each of them of and from any claim, causes or 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 covenants and agrees that this Agreement shall take precedence over the Plan or any amendments thereto and that the Grantor shall not adopt a park management plan by bylaw or otherwise that contravenes this agreement.

9. 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 Grantees to the Grantor or to any other person to enforce any provision or the breach of any provision of this Agreement.

10. The Grantor covenants and agrees for itself, its heirs, executors 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 the Grantor's respective ownership of any interest in the Land.

11. The restrictions and covenants herein contained shall be covenants running with the Land and shall be perpetual and shall be registered in the Land Title Office pursuant to Section 219 of the Land Title Act as covenants in favour of the Grantee and as a first charge on the title of the Land.

12. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

13. Whenever the expression "Grantor", "Grantee" and "Grantees" are used herein the same shall be construed as meaning the plural, feminine or body corporate where the context or the parties so require.

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

Schedule A

BASELINE DOCUMENTATION REPORT

1. Acknowledgment

- 1.1 The Owners hereby acknowledge and agree that the following is an accurate description of the Land, as of the reference date of this Agreement.
- 1.2 An extensive baseline document complete with plant inventory and photo-point monitoring stations will be filed with each of the parties within two (2) years of the signing of this agreement.

2. Property location and description

- 2 The Land is located on Cortes Island, in the Sayward District. The Land is bounded by Cemetery Road to the south, Sutil Point Road to the East, the Siskin Lane Strata to the North, and Indian Reserve 11 (of the Sliammon First Nation) to the West. The Land is legally described as:
 - Lot E, Plan VIP _____ Sections 6 and 7, Cortes Island, Sayward District;
- 2.1 To drive to the Land travel south from the Cortes ferry terminal in Whaletown to Manson's Landing, approximately 20 kilometres. Continue south on Sutil Point Road to Cemetery Road. Turn right on Cemetery Road – the Park begins approximately 250 metres west along the road.

3. Significance of the Land and Amenities

The Land is part of the Eastern Very Dry Maritime Coastal Western Hemlock biogeoclimatic variant (CWHxm1).

4. The Management Vision

- 4.1 The purpose of this covenant is to protect the Land and ensure it remains a Public Park in perpetuity, so that mature and old-growth forest can be restored over time. Landowners will encourage and support the management vision, and the covenant holder will monitor on an annual basis.

5. Site history

- 5.1 The Land was owned by MacMillan Bloedel Ltd. for several decades. In the late 1990's it was sold to Weyerhaeuser Corporation. In 2003 the Land was sold to Renewal Land Company as part of a larger conservation development. In 2006 the Land was donated to the Comox-Strathcona Regional District to be preserved in perpetuity and managed as a public park, as outlined in this Agreement.

6. List of buildings, structures and other improvements

1. Cemetery Road – public road located outside the Land but within a 10m area of influence.
2. Public Trails – a network of public trails exists throughout the Land. All trails are gravel and/or sawdust and are less than 3 metres in width.
3. There are no buildings or structures on the Land at the time of this Report.

7.0 Inventory

- 7.1 Topography: The topography is uniform, and generally flat to rolling, and ranges in elevation from a low of 55m in the southeast to a high of 80m along the west edge. No streams or rock cliffs were noted on the Land.
- 7.2 Hydrology: One permanent habitat feature, a mid-sized wetland, was located in the Land. This wetland is characterized by a ring of sedges around the outer edge and a small area of shallow open water in the middle. No streams entering or exiting the wetland were noted at the time of this Report, however there may be ephemeral streams exiting the wetland.
- 7.3 Vegetation: No rare plant species were found on the Land. The forest cover is dominated by second-growth Douglas-fir (*Pseudotsuga menziesii*) and western redcedar (*Thuja plicata*) with small components of red alder (*Alnus rubra*), lodgepole pine (*Pinus contorta*), and western hemlock (*Tsuga heterophylla*). The majority of the forest was established following logging in the 1930's.
- 7.4 Wildlife: No rare wildlife species or their habitats were found on the Land. The majority of the Land has very low densities of wildlife trees and large veteran trees. Wherever possible, large veteran trees should be retained to act as wildlife trees. It is anticipated that the number of wildlife trees will increase over time as trees age.

- 7.6 Soil: The soil parent materials are predominantly deep glacio-fluvial outwash, occasionally with a glacio-marine cap overlaying coarser materials. These soils are deep, coarse textured and rapidly drained except where impermeable layers occur and drainage is restricted. Root zone soil textures varied from LS (loamy sand) to S (sand) with coarse fragment content varying from 20 to 50%. No areas at significant risk of erosion were found on the Land.

8.0 Map of the Land (Public Park)

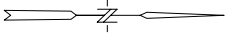
B
Plan VIP68844

7
Plan
41491

Rem.
E 1/2 Frac. NE 1/4
Section 7

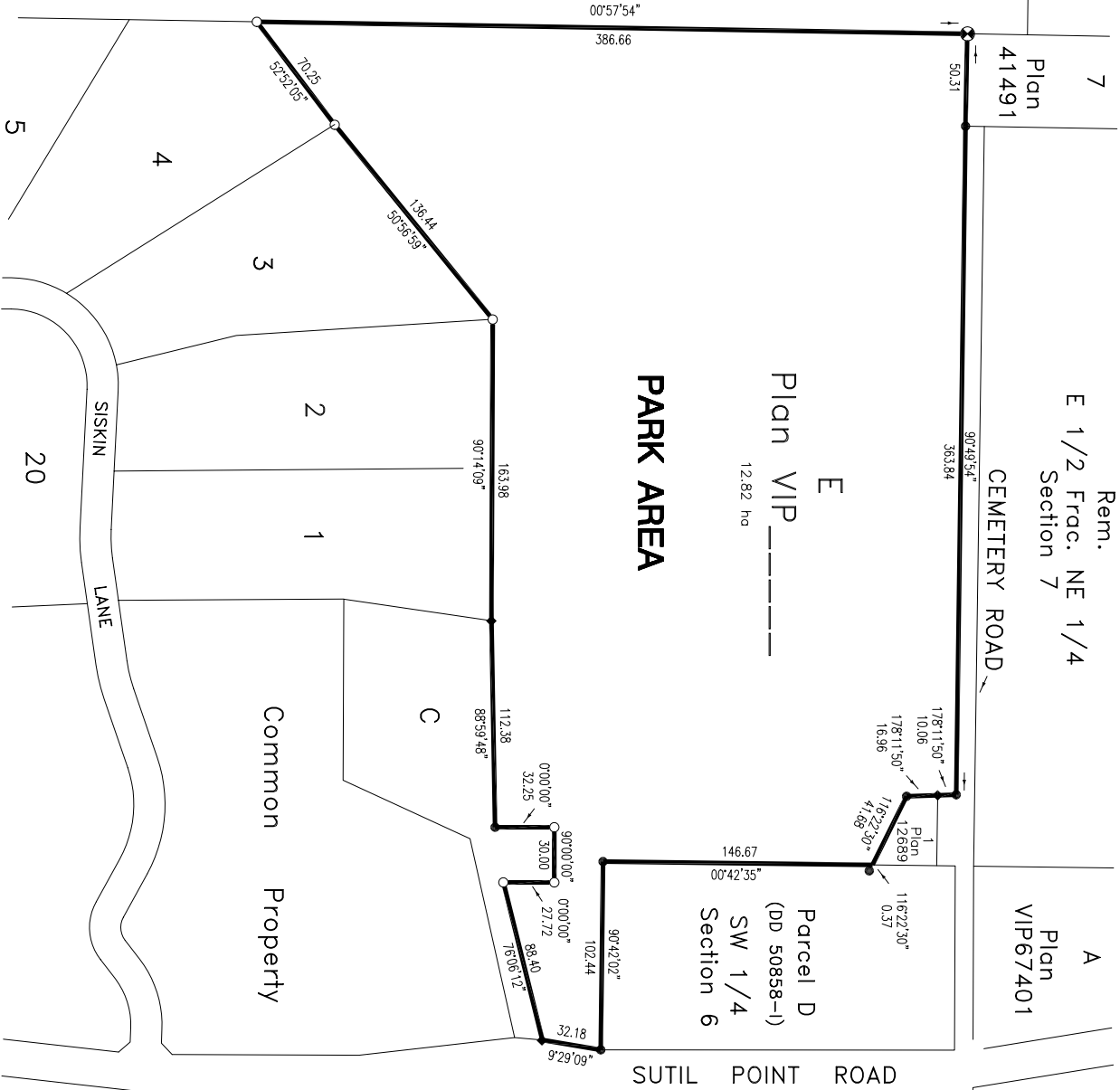
A
Plan
VIP67401

SKETCH PLAN OF PARK AREA



PAUKEANUM
INDIAN RESERVE NO. 3

J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors - Consulting Engineers
Victoria and Nanaimo, B.C. phone 727-2214
File : 22777



E
Plan VIP _____
12.82 ha

PARK AREA

SUTIL POINT ROAD

SISKIN LANE

Common Property

Rem. SW 1/4
Section 6

- Legend _____
- Scale 1:2500
- All distances shown are in metres
- Standard Iron Post found
 - Standard Iron Post set
 - ⊗ Standard Capped Post found
 - ⊙ Non-Standard Post found
 - ◆ Aluminium Post found

END OF DOCUMENT