

**Attachment 2**  
**Covenant No. ET136697**  
**(Page 1 of 8)**

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DEC 2002  
LAND TITLE ACT  
FORM C  
(Section 233(4))

ET136698

-4 DEC 2002 11 00

ET136697

Province of  
British Columbia  
GENERAL INSTRUMENT - PART 1

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2c  
110-

1. APPLICATION:

*Shannon Rodgers*

via: Kerry A. Pollner  
Registry Co. Ltd. 10108

Shannon Rodgers c/o Williamson & Associates Professional Surveyors  
3088 Barons Road Nanaimo B.C. V9T 4B5 Phone (250) 756-7723 Fax (250) 756-7724

2. PARCEL IDENTIFIERS(S) AND LEGAL DESCRIPTION(S) OF LAND:  
(PID) (Legal Description)

025-537-512

Lot 2 Plan VIP 74545, Section 14, Range 8, Cranberry District

025-537-521

Lot 3 Plan VIP 74545, Section 14, Range 8, Cranberry District

3. NATURE OF INTEREST:  
DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

Covenant

Entire Document

Transferee

Priority Agreement

Page 6

Transferee

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

~~02 02/12/04 11:00:20 01 VI 441854~~  
CHARGE \$110.00

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

- D.F. No.
- Annexed as part 2
- 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):

Janet May Limin & Chemainus Credit Union

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

Regional District of Nanaimo, 6300 Hammond Bay Road, Nanaimo BC, V9T 6N2

7. ADDITIONAL OR MODIFIED TERMS:

NA

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)

*[Signature]*  
CHARLES G. RADCLIFFE  
Barrister and Solicitor  
210-3260 Norwell Drive

02 10 10

*[Signature]*  
Janet May Limin

If space insufficient, continue on additional page(s) in Form D

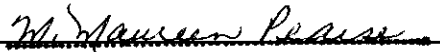
OFFICER CERTIFICATION:

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.

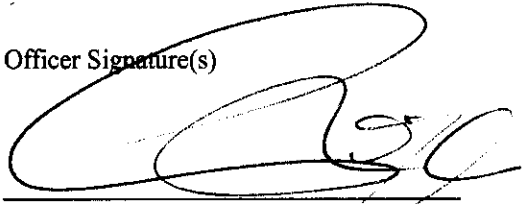
LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

  
M. Maureen Pearce  
A Commissioner for taking affidavits  
for British Columbia.  
6300 Hammond Bay Road, Nanaimo, B.C.

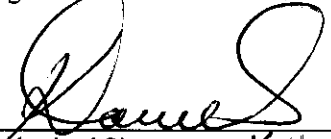
Officer Signature(s)


  
CHARLES G. RADCLIFFE  
Barrister and Solicitor  
210-3260 Norwell Drive  
Nanaimo BC V9T 1X5

Execution Date

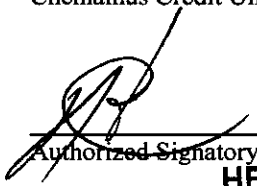
Y	M	D
02	11	22
02	10	29

Regional District of Nanaimo

  
Authorized Signatory Kelly Daniels

  
Authorized Signatory CAROL MASON

Chemainus Credit Union

  
Authorized Signatory HENRY J. HOUDE  
General Manager

Authorized Signatory

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.

**GENERAL INSTRUMENT - PART 2**PAGE 3 of 7 Pages

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**TERMS OF INSTRUMENT****BETWEEN:**

**Janet May Limin**  
(hereinafter called the "Transferor");

**AND:**

**Regional District of Nanaimo**  
(hereinafter called the "Transferee").

**WHEREAS:**

- A. The Transferor is the registered owner of all and singular those certain parcels or tracts of land and premises legally described in Item 2 of the Form C attached hereto (hereinafter called the "Lands");
- B. The Lands were created by subdivision as shown on Subdivision Plan VIP 74545, certified correct by Brock E.J. Williamson, British Columbia Land Surveyor, dated July 9<sup>th</sup> 2002, a reduced copy of which is attached hereto as Schedule "A";
- C. The Transferee, as a condition of granting their consent to this subdivision, has requested that the Transferor enter into a Covenant pursuant to Section 219 of the Land Title Act hereinafter contained to control the future development of the Lands in order to protect the rural character of the Lands.

**NOW THEREFORE**, in consideration of the premises and the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the parties hereto, the parties hereto covenant and agree as follows:

1. Not more than two (2) dwelling units may be constructed on each lot comprising the Lands, of which one shall not contain more than one hundred and twelve (112) square metres of living area within walls, exclusive of garages and carports.
2. The subdivision of either lot comprising the Lands shall not be allowed under the *Strata Property Act*.
3. Nothing contained or implied herein shall prejudice or affect the rights or powers of the Transferee 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 this Agreement had not been executed and delivered by the Transferor.
4. The Transferor shall indemnify and keep indemnified the Transferee from any and all claims, causes of action, suits, demands, filings, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with the Transferor's breach of any covenant in this agreement.
5. The Transferor hereby releases and forever discharges the Transferee of and from any claim, cause of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with the Transferor's breach of any covenant in this agreement.
6. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the restrictions and covenants herein before set out and they shall be binding upon the Transferor as personal covenants only during the period of the Transferor's ownership of any interest in the Lands.
7. The restrictions and covenants herein contained shall burden the Lands and shall run with the Lands and shall be perpetual and bind the successors in title to the Lands 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 Transferee.
8. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
9. If any part of this Agreement is held to be invalid, illegal or unenforceable by a Court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
10. This Agreement is the entire agreement between the parties regarding its subject.
11. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

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12. . Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
13. The Transferor must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
14. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
15. This Covenant shall be registered as a first charge against the title to the Lands and the Transferor shall do all things necessary to ensure the registration of this covenant as a first charge against the title to the Lands, having priority over all other charges and encumbrances of a financial nature.

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

**CONSENT AND PRIORITY**

Chemainus Credit Union, being the holder of Mortgage registered under number ES9544, hereby consent to the granting of the within Covenant and agree that the same shall be binding upon and take priority over the said mortgage.

SCHEDULE "A"

