

SEPTIC COVENANT

VANCOUVER ISLAND HEALTH AUTHORITY

FB 022632

FB 022633

2025 MAR 20 11:23

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

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

HOBBS HARGRAVE, Barristers & Solicitors,
301 Franklyn Street, Nanaimo, B.C. V9R 2X5
Tel: (250) 753-3477 File: 14594

Signature of Applicant, or Solicitor or Agent

2. Parcel Identifier and Legal Description of Land:*

(PID)

(Legal Description)

SEE SCHEDULE

3. Nature of Interest:* *over part in*

Description	Document Reference	Person Entitled to Interest
<i>Plan VIP 82761</i>	Entire Document	Transferee
Section 219 Covenant and Priority Agreement over Mortgage EX95257	Page 10	Transferee

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
(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):*

CENTRE STAGE HOLDINGS LTD. (Inc. No. 0204577) (as to Section 219 Covenant) and
CAREVEST CAPITAL INC. (Extra-Provincial Registration No. A-42259) (as to Priority Agreement)

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

VANCOUVER ISLAND HEALTH AUTHORITY, 3rd Floor, 6475 Metral Drive, Nanaimo, BC V9T 2L9

7. Additional or Modified Terms: N/A

8. Execution(s):** This instrument creates, 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)

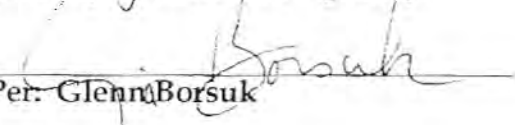


Execution Date

Y	M	D
2006	11	02

Transferor/Borrower/Party

CENTRE STAGE HOLDINGS LTD. by its authorized signatory:


Per: Glenn Borsuk

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.


- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional pages (s) in Form D.

Officer Signature(s)

Y M D

Party(s) Signature(s)

CAREVEST CAPITAL INC. by its authorized signatory(ies):



Per: Jill Plasteras
Director of
Mortgage Investments

Per: _____

VANCOUVER ISLAND HEALTH AUTHORITY by its authorized signatory(ies):

Per: _____

Per: _____

*Land Title
copy has
witness sig'ie*

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

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

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL INSTRUMENT - PART 1.

ITEM 2 - PARCEL IDENTIFIERS and LEGAL DESCRIPTION OF MORTGAGE LAND

PID:

Legal Descriptions:

- _____ Lot 1, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 2, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 3, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 4, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 5, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 6, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 7, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 8, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 9, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 10, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 11, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 12, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 13, Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 14 Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 15 Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759
- _____ Lot 16 Section 8, Gabriola Island, Nanaimo District, Plan
VIP 82759

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL INSTRUMENT - PART 1.

ITEM 2 - PARCEL IDENTIFIERS and LEGAL DESCRIPTION OF MORTGAGE LAND

_____	Lot 17, Section 8, Gabriola Island, Nanaimo District, Plan VIP <u>82759</u>
_____	Lot 18, Section 8, Gabriola Island, Nanaimo District, Plan VIP <u>82759</u>
_____	Lot 19, Section 8, Gabriola Island, Nanaimo District, Plan VIP <u>82759</u>
_____	Lot 20, Section 8, Gabriola Island, Nanaimo District, Plan VIP <u>82759</u>
_____	Lot 21, Section 8, Gabriola Island, Nanaimo District, Plan VIP <u>82759</u>
_____	Strata Lot 1, Section 8, Gabriola Island, Nanaimo District, Strata Plan VIS <u>6238</u>
_____	Strata Lot 2, Section 8, Gabriola Island, Nanaimo District, Strata Plan VIS <u>6238</u>
_____	Strata Lot 3, Section 8, Gabriola Island, Nanaimo District, Strata Plan VIS <u>6238</u>
_____	Strata Lot 4, Section 8, Gabriola Island, Nanaimo District, Strata Plan VIS <u>6238</u>

TERMS OF INSTRUMENT – PART 2

**RESTRICTIVE COVENANT
(Section 219 Land Title Act)
Health Sewage Disposal System**

WHEREAS:

- A. The Transferors, Centre Stage Holdings Ltd. (Incorporation No. 0204577) (hereinafter called the “Transferor”) are the registered owners in fee simple of the lands described in item 2 of the General Instrument – Part 1 (Form C) (hereinafter called the “Lands”).
- B. The Transferors have requested approval to subdivide their lands situated in the Nanaimo/Cowichan Assessment Area, in the Province of British Columbia and legally described as:

Parcel Identifier: 003-134-792

Legal Description: South West ¼ of Section 8, Gabriola Island, Nanaimo District

in accordance with the Plan of Subdivision prepared by D.G. Wallace, British Columbia Land Surveyor, completed and certified correct on the 6th day of October, 2006, a reduction copy of which is attached hereto as **Schedule A**, and as a condition of granting approval to the subdivision, the Transferee has requested that the Transferors enter into a covenant pursuant to Section 219, of the *Land Title Act* on the terms hereinafter set forth.

- C. Carevest Capital Inc. (Extra-Provincial Registration No. A-42259 (hereinafter called the “First Mortgagee”) is the registered holder of Mortgage No. EX95256 and Assignment of Rents No. EX95257 registered against the Lands and has agreed to grant priority over its mortgage in favour of this Covenant.
- D. The Transferors have agreed to restrict their use of part of the Lands as hereinafter set forth and have agreed to indemnify and save harmless the Transferee in the event of any damages or claims arising for the reasons set out hereafter with respect to the Lands and has agreed to enter into this agreement in favour of the Transferee and to register this agreement against the Lands as a Covenant pursuant to the Section 219 of the *Land Title Act*.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the *Land Title Act*, and in consideration of the sum of ONE (\$1.00) DOLLAR now paid to the Transferors by the Transferee (the receipt and sufficiency whereof is hereby acknowledged), the Transferors and the Transferee hereby covenant and agree each with the other as follows:

1. The Transferors shall not construct, install or place any sewage disposal system on the Lands, save and except where any such sewage disposal system is situated wholly within those parts of the Lands outlined in heavy black line shown on a **REFERENCE PLAN OF COVENANT OVER Lots 1 – 21, Plan VIP ~~8273~~ and Strata Lots 1 – 4, Strata Plan VIS 6238, all in Section 8, Gabriola Island, Nanaimo District**, prepared by D. G. Wallace, a British Columbia Land Surveyor on the _____ day of _____, 2006, a reduced photocopy of which is attached hereto as **Schedule B** (hereinafter called the “Disposal Areas”).
2. The Transferors will not do or permit to be done any act or thing which would interfere with or obstruct the use of the Disposal Areas for the purpose of sewage disposal and the construction, installation or placement of a sewage disposal system thereon.
3. The Transferors will not do or permit to be done any alteration, removal or disturbance of the soil in the Disposal Areas including, without limiting the generality of the foregoing, the Transferor will not construct, install, place or erect any buildings, structures, fixed equipment, mobile or modular homes, foundations, driveways, roads, or parking areas within the Disposal Areas not bury any pipes, conduits or utility services within the Disposal Areas, save and except as may be required for the installation of a sewage disposal system approved by the Transferee.
4. The Transferors acknowledges and agrees that, in addition to applying for a permit to construct an on-site sewage disposal system, the on-site sewage disposal system must be a distribution system which must be designed and installed according to accepted engineering practice.
5. The Transferors will indemnify and save harmless the Transferee and its servants and agents against all losses, damages, costs and expenses, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance of any term, condition, covenant, or other provision of this Agreement.
6. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee.

7. Any waiver by the Transferee of any term, condition, covenant or other provision of this Agreement or any waiver by the Transferee of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.
8. The Transferors shall, at the expense of the Transferors, do or cause to be done all acts reasonably necessary to grant priority to this Agreement, over all charges and encumbrances which may have been registered against the title to the said Lands in the Victoria Land Title Office, save and except from those charges or encumbrances specifically approved in writing by the Transferee or those charges or encumbrances registered in favour of the Transferee.
9. Nothing contained or implied in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in the exercise of the Transferee's functions under any public or private statutes, regulations, bylaws or orders or in equity, all of which may be fully and effectively exercised by the Transferee in relation to the Lands as if this Agreement had not been executed and delivered by the Transferor.
10. The Covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Transferors herein shall accrue solely to the Transferee and that this Agreement may only be modified or discharged by the agreement of the Transferee pursuant to the provisions of Section 291 (9) of the *Land Title Act*.
11. Notwithstanding anything contained herein, the Transferor shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Transferors cease to have any further interest in the Lands.

12. The Transferors will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
13. 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.
14. The terms, conditions, covenants and other provisions of this Agreement will extend to, or be binding upon, and ensure to the benefit of the parties to this Agreement and their respective heirs, successors and assigns.

IN WITNESS WHEREOF the Transferors have executed and delivered this Agreement by its execution of the Form C attached hereto and forming part of this Agreement.

THIS IS THE INSTRUMENT CREATING THE CONDITION OR COVENANT ENTERED INTO UNDER SECTION 219 OF THE *LAND TITLE ACT* BY THE REGISTERED OWNERS REFERRED TO HEREIN AND SHOWN ON THE PRINT OF THE PLAN ANNEXED HERETO AS PAGE ____ AND INITIALLED BY ME.

Provincial Approving Officer for the
Ministry of Transportation and Highway

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT the Mortgagee, Carevest Capital Inc., (hereinafter called the "First Mortgagee") is the holder of Mortgage No. EX95256 and Assignment of Rents No. EX95257 registered against the Lands and the First Mortgagee covenants and agrees with the parties hereto as follows:

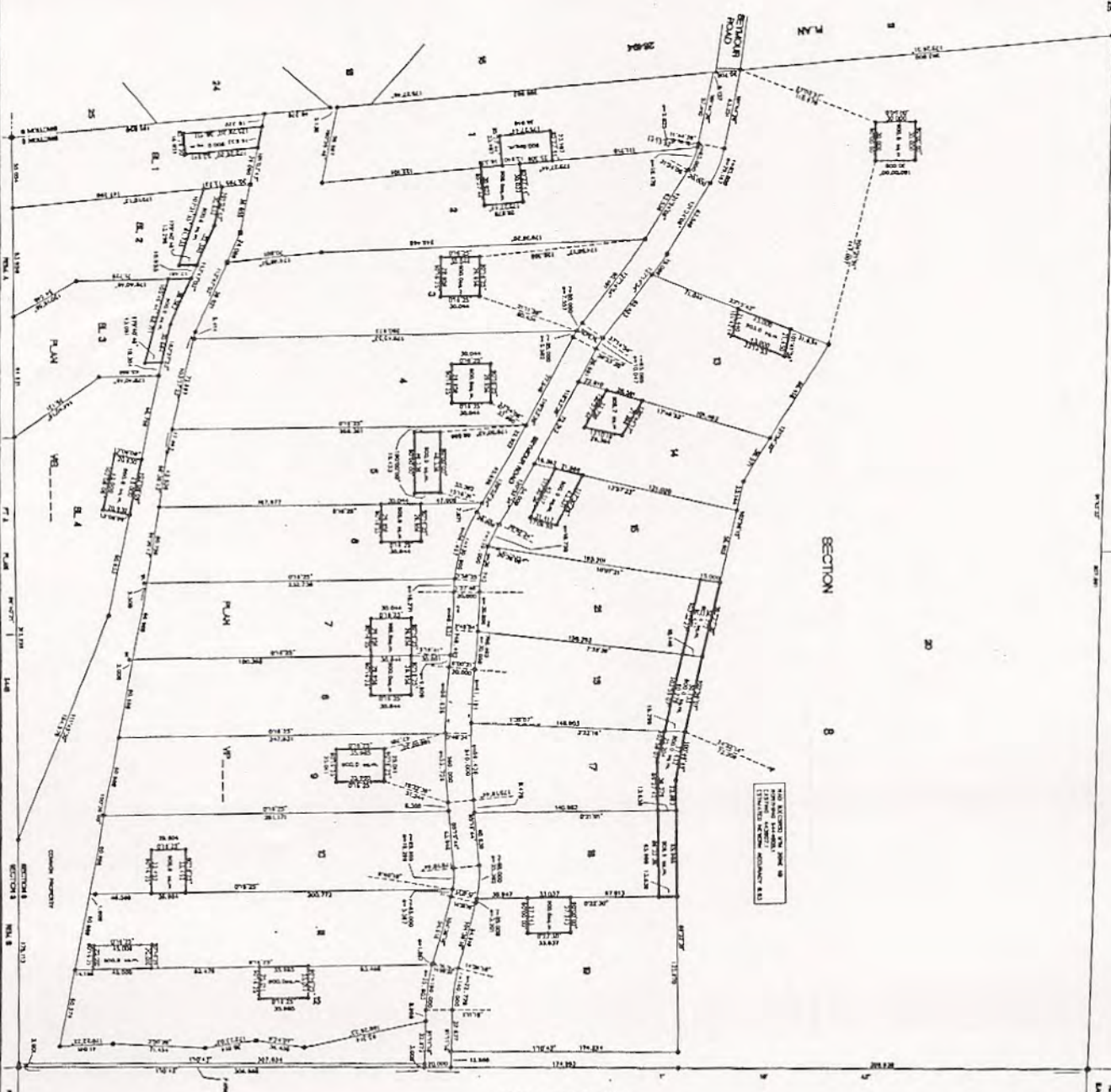
1. The First Mortgagee consents to the granting and registration of this Agreement and the First Mortgagee agrees that this Agreement binds its interest in and to the Lands.
2. The First Mortgagee grants to the Transferee priority over this Agreement over the First Mortgagee's right, title and interest in and to the Lands and the First Mortgagee postpones its charges and all of its rights, title and interest thereunder to this Agreement as if this Agreement had been executed, delivered and registered prior to the execution, delivery and registration of its charges.

IN WITNESS WHEREOF the First Mortgagee has executed and delivered this Consent and Priority Agreement by its execution of the Form D attached hereto and forming part of this Agreement.



BOOK A
PLAT NO. 1170

REMAINDER OF NW 1/4 SECTION 8



THIS SECTION FOR SOME OF THE EASEMENTS AND INTERESTS SHOWN HEREIN IS SUBJECT TO THE RECORDS OF THE COUNTY RECORDS.

SOUTH-EAST 1/4 SECTION 8

SEE BOOK 10 OF RECORDS
PLAT 1170 SECTION 8

REFERENCE PLAN OF COVENANT
OVER PART OF LOTS 1-21 PLAN
VP AND STRATA LOTS
1-4 STRATA PLAN VS
ALL IN SECTION 8 GARBOJA
ISLAND, NAYAMBO DISTRICT

S.C.S. 1972 21
PROVIDED IN ACCORDANCE WITH SECTION 11(1)(1) OF THE LAND USE ACT

LEGEND

- 1. Road
- 2. Shared Use Path
- 3. Easement
- 4. Land Tag
- 5. Easement
- 6. Easement
- 7. Easement
- 8. Easement
- 9. Easement
- 10. Easement
- 11. Easement
- 12. Easement
- 13. Easement
- 14. Easement
- 15. Easement
- 16. Easement
- 17. Easement
- 18. Easement
- 19. Easement
- 20. Easement
- 21. Easement
- 22. Easement
- 23. Easement
- 24. Easement

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NO. OF REFERENCE	AREA
1	1000.00
2	1000.00
3	1000.00
4	1000.00
5	1000.00
6	1000.00
7	1000.00
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9	1000.00
10	1000.00
11	1000.00
12	1000.00
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23	1000.00
24	1000.00

J.C. ANDERSON & ASSOCIATES
ENGINEERS & ARCHITECTS
111, 113 & 115, Market Street, NAYAMBO
TEL: 1111

018753