

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT

THIS AGREEMENT is dated for reference this 15th day of November, 2008.

BETWEEN:

SATURNA ISLAND FIRE PROTECTION SOCIETY

(Incorporation No. 31474S)

PO Box 168

Saturna Island, B.C. V0N 2Y0

(the "Society")

AND:

SATURNA ISLAND LOCAL TRUST COMMITTEE

200 - 1627 Fort Street

Victoria, B.C. V8R 1H8

(the "Trust Committee")

WHEREAS:

- A. The Society is or is entitled to become the registered owner in fee simple of that land in the Province of British Columbia, more particularly known and described as:
- 003-664-066
- Lot 2, Section 13, Saturna Island, Cowichan District, Plan 20127
- (the "Land");
- B. The Society has applied to the Trust Committee to amend Saturna Land Use Bylaw No. 78, 2002, in order to change the zoning of the Land from "Rural General (RG) Zone" to "Community Services (CS) Zone";
- C. The Trust Committee has determined that amending Land Use Bylaw No. 78 as requested would not be in the public interest unless certain restrictions on the use of the Land were provided by means of a covenant registered pursuant to section 219 of the *Land Title Act*;

NOW THEREFORE in consideration of the promises and covenants in this Agreement, the payment of \$1.00 by the Trust Committee to the Society, and other good and valuable consideration, the receipt and sufficiency of which the Society hereby acknowledges, the parties covenant and agree pursuant to s.219 of the *Land Title Act* as follows;

Restrictions on the Use of the Land

1. The Society shall not use any portion of the Land or any building on the Land for community service purposes unless the Society has established a vegetative buffer around the perimeter of the Land, comprised of existing indigenous vegetation or drought-tolerant evergreen plants, or both, of sufficient height and width to create a visual screen between the Land and abutting properties (the "Landscaping"), to the satisfaction of the Trust Committee, as evidenced in writing.
2. The Society shall use the Land only for the purpose of providing fire protection and other emergency services.
3. The Society shall not construct any building on the Land that is greater than one storey in height.
4. The Society shall not use, nor shall the Society permit anyone to use, groundwater from wells located on the Land for the purpose of filling any fire truck water storage tank.
5. This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the Trust Committee.

Maintenance of Landscaping

6. At all times from and after the day that the Trust Committee certifies that the Landscaping has been completed, and in perpetuity, the Society covenants and agrees with the Trust Committee that the Society will carry out or cause to be carried out, at its sole cost and expense, the maintenance, irrigation, repair, cleaning, renewal, replacement, replanting and any other servicing of the Landscaping as a prudent owner would do. The Society shall replace trees and shrubs as may be necessary, regardless of the cause of the need for replacement, such that the Landscaping continues to provide an effective visual screen.

No Effect On Laws or Powers

7. 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 of the Land;
 - (b) affect or limit any enactment relating to the use of the Land; or
 - (c) relieve the Society from complying with any enactment, including in relation to the use of the Land,

and the Society covenants and agrees to comply with all such enactments with respect to the Land.

Limitation on Obligations

8. The rights given to the Trust Committee by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Trust Committee to anyone, or obliges the Trust Committee to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

Covenant Runs With the Lands

9. Every obligation and covenant of the Society in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land. This Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which the Land is subdivided by any means and any parcel into which the Land is consolidated.

Registration

10. The Society agrees to do everything necessary at the Society's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration in the Land Title Office at the time of application for registration of this Agreement.

Waiver

11. An alleged waiver of any breach of this Agreement by the Society 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.

SATURNA ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 96

PLAN NO. 3

