REGIONAL DISTRICT OF NANAIMO

**Meadowood Community Park and Little Qualicum River Regional Park Land Exchange Agreement and Alternative Approval Process (AAP) - Update**

## RECOMMENDATION(S)

1. That approval of the electors for "Regional District of Nanaimo Little Qualicum River Regional Park Exchange Bylaw No. 1859, 2022" be obtained by an Alternative Approval Process.
2. That the Board approve the Elector Response Form as provided in Attachment 2; establish 4:00 p.m. on November 28, 2022, as the deadline for receiving elector responses for the alternative approval process, and determine the total number of electors of the area to which the approval process applies to be 136,802.

## BACKGROUND

At the June 28, 2022, Regional District of Nanaimo (RDN) Board meeting, the Board was presented with a report regarding the Meadowood Community Park and Little Qualicum River Regional Park Land Exchange Agreement and Alternative Approval Process (Attachment 1). At that time, the following resolutions were adopted by the Board:

> *That the Meadowood Community Park and Little Qualicum River Regional Park Conditional Land Exchange Agreement be approved.*
>
> *That "Regional District of Nanaimo Little Qualicum River Regional Park Exchange Bylaw No. 1859, 2022" be introduced and read three times.*
>
> *That the approval of the electors be obtained by an Alternative Approval Process.*
>
> *That the Board approve the Elector Response Form as provided in Attachment 6; establish 4:00 p.m. on August 15, 2022 as the deadline for receiving elector responses for the alternative approval process, and determine the total number of electors of the area to which the approval process applies to be 123,062.*

As a result, staff proceeded to conduct an Alternative Approval Process (AAP) for *Regional District of Nanaimo Little Qualicum River Regional Park Exchange Bylaw No. 1859, 2022* (Bylaw 1859). Notice of this AAP was provided to the electors on July 6, 2022, as per the provisions of the *Regional District of Nanaimo Public Notice Bylaw No. 1851, 2022*. Since the time of the June 28 report and completion of the AAP on August 15, 2022, staff have obtained legal advice on the application s. 267(3) of *the Local Government Act* to notice requirements of the AAP, specifically in regard to advertising a provision that the *Meadowood Community Park and Little Qualicum River Regional Park Conditional Land Exchange Agreement,* and the records relating to it, were also available for public inspection. As a result, it is recommended that the AAP for Bylaw 1859 be repeated and readvertised with a correction to the omission in the notice to ensure its legal sufficiency.

J. Hill, Manager of Legislative Services

## FINANCIAL IMPLICATIONS

As per sections 2.6 and 2.7 of the Conditional Land Exchange Agreement, the developer is responsible for all costs including the RDN's legal and consulting fees, expenses and costs associated with the land exchange and subdivision.

There are no anticipated development or maintenance costs for the community park addition.

The estimated costs for developing the new regional park addition and the Little Qualicum regional trail connection are $5,000 and includes minor trail surfacing upgrades and signage. Ongoing annual maintenance costs will be approximately $500. These costs will be included in the preliminary 2023 budget.

## STRATEGIC PLAN ALIGNMENT

Environmental Stewardship - Protect and enhance the natural environment, including land, water, and air quality for future generations.

Social Wellbeing - Make the Region a safe and vibrant place for all, with a focus on children and families in programs and planning.

## REVIEWED BY:

D. Wells, General Manager, Corporate Services
E. Tian, Acting Chief Administrative Officer

## ATTACHMENTS

1. Staff Report – June 28, 2022
2. Revised Elector Response Form

REGIONAL DISTRICT OF NANAIMO

# MEADOWOOD COMMUNITY PARK AND LITTLE QUALICUM RIVER REGIONAL PARK LAND EXCHANGE AGREEMENT AND ALTERNATIVE APPROVAL PROCESS

## RECOMMENDATIONS

1. That the Meadowood Community Park and Little Qualicum River Regional Park Conditional Land Exchange Agreement be approved.
2. That "Regional District of Nanaimo Little Qualicum River Regional Park Exchange Bylaw No. 1859, 2022" be introduced and read three times.
3. That the approval of the electors be obtained by an Alternative Approval Process.
4. That the Board approve the Elector Response Form as provided in Attachment 6; establish 4:00 p.m. on August 15, 2022 as the deadline for receiving elector responses for the alternative approval process, and determine the total number of electors of the area to which the approval process applies to be 123,062.

## BACKGROUND

On May 22, 2018, the Board approved the "pursuit of a joint subdivision application by the Regional District of Nanaimo and Wicklow West Holdings at Qualicum River Estates that proposes to exchange and expand community and regional parkland in the area." See Attachment 1: Existing Meadowood CP and Little Qualicum River RP Plan.

Staff have negotiated a conditional land exchange agreement with Wicklow West Holdings (the developer) which reflects the intent of the initial proposal. See Attachment 2: Conditional Land Exchange Agreement.

There are five mutual Conditions which must be satisfied before the land exchange can be effected:

- Elector approval of the Regional Park Exchange Bylaw (by way of an Alternative Approval Process ("AAP"))
- Adoption of the Regional Park Exchange Bylaw
- Adoption of the Zoning Amendment Bylaw and the OCP Amendment Bylaw relating to the land exchange. (See Official Community Plan and Zoning Amendment Application No. PL2021-048)
- Approval of the subdivision plan by the Approving Officer
- Approval of the subdivision Plan by the Agricultural Land Commission

The purpose of the report is to approve the Conditional Land Exchange Agreement, give three readings to the Regional Park Exchange Bylaw, and to initiate the Alternate Approval Process for the regional parkland exchange.

Author: Elaine McCulloch, Senior Parks Planner, Parks Services

The Conditional Land Exchange Agreement involves the following three elements: Meadowood Community Park land exchange, Little Qualicum Regional Park land exchange, and the acquisition of a statutory right-of-way for a new portion of Little Qualicum River Regional Trail.

1. Meadowood Community Park.

   The RDN will acquire 1.06 ha of Wicklow West Holdings' land in exchange for 1.02 ha of existing community park. See Attachment 3: Meadowood CP Land Exchange Plan.

   The RDN will acquire a forested piece of land that is adjacent to the main community park. In exchange, a section of the existing Community Park located adjacent to the Meadowood Fire Hall (#2 Station) will be transferred to Wicklow West Holdings and a section will be dedicated as road.

   This transaction will secure additional forested land, create a contiguous Community Park property, and provide improved access to both the community park and the regional park. All Ministry of Transportation and Infrastructure (MOTI) approvals for the design and construction of the road is the responsibility of Wicklow West Holdings. The road will be in MOTI's portfolio following its construction and the registration of the subdivision plan.

   The Meadowood Community Park property is not reserved or dedicated as parkland. Prior to effecting the exchange, the RDN must publish notice of the intended disposition in accordance with Section 286 of the *Local Government Act.*

   The firehall site will be formally subdivided from the existing Community Park property into a separately titled 1-hectare parcel."

2. Little Qualicum River Regional Park.

   The RDN will acquire 0.27 hectares of Wicklow West Holdings' land in exchange for 0.265 hectares of regional park land. See Attachment 4: Little Qualicum River RP Land Exchange Plan

   The land being acquired by the RDN and the subsequent dedication of Ashling Road as highway will provide reconfigured, improved access to the regional park trail system. The two existing remnant pieces of Regional Park in this area are currently not connected to each other or to the greater LQRRP. The land exchange allows for a pedestrian Regional Trail connection, increases usability, and provides a more coherent layout for LQRRP and its future planning and management.

   The Little Qualicum River Regional Park was dedicated as park by Regional Park Dedication Bylaw 1726, 2015. Pursuant to Section 280 (1) (b) of the *Local Government Act*, "A regional district may, by bylaw adopted with the approval of the electors, exchange a regional park or regional trail for other land to be used for park purposes."

   Consequently, the attached Bylaw No. 1859 must be adopted to authorize the removal of the park dedication before the affected land can be exchanged with the developer or dedicated as road right of way. See Attachment 5: Regional District of Nanaimo Little Qualicum River Regional Park Exchange Bylaw No. 1859, 2022.

   Pursuant to section 86(1) of the *Community Charter*, approval of the electors has been obtained if, at the end of the time period for receiving elector responses, the number of elector response forms received is less than 10% of the number of electors of the area to which the approval process applies.

This AAP process applies to the entire Regional District of Nanaimo, and the total number of electors of the RDN is determined to be 123,062. Therefore, if less than 12,306 elector response forms are received by August 15, 2022, elector approval is deemed to have been obtained and the Board can proceed to adopt Bylaw No. 1859. See Attachment 6: Elector Response Form.

The 0.27 hectares acquired as part of this land exchange, along with the additional 1.32 hectares of parkland donated to the RDN by the developer in 2021, will be dedicated as part of the Little Qualicum River Regional Park by an updated Park Dedication bylaw. This update will be brought forward separately upon completion of the land transfers under the Conditional Land Exchange Agreement.

3. Little Qualicum River Regional Trail. See Attachment 7: Proposed Meadowood CP and Little Qualicum River RP and Trail Plan.

   Through the Conditional Land Exchange Agreement, the RDN is acquiring a new statutory right-of-way over an existing trail on the developer's property that connects to an existing RDN statutory right of way that was granted in the earlier phase of the development in 2021. These rights-of-way formalize a public trail network that provides improved public access to the Little Qualicum River Regional Park.

## FINANCIAL IMPLICATIONS

As per sections 2.6 and 2.7 of the Conditional Land Exchange Agreement, the developer is responsible for all costs including the RDN's legal and consulting fees, expenses and costs associated with the land exchange and subdivision.

There are no anticipated development or maintenance costs for the community park addition.

The estimated costs for developing the new regional park addition and the Little Qualicum regional trail connection are $5,000 and includes minor trail surfacing upgrades and signage. Ongoing annual maintenance costs will be approximately $500. These costs will be included in the preliminary 2023 budget.

## STRATEGIC PLAN ALIGNMENT

Environmental Stewardship - Protect and enhance the natural environment, including land, water, and air quality for future generations.

Social Wellbeing - Make the Region a safe and vibrant place for all, with a focus on children and families in programs and planning.

## REVIEWED BY

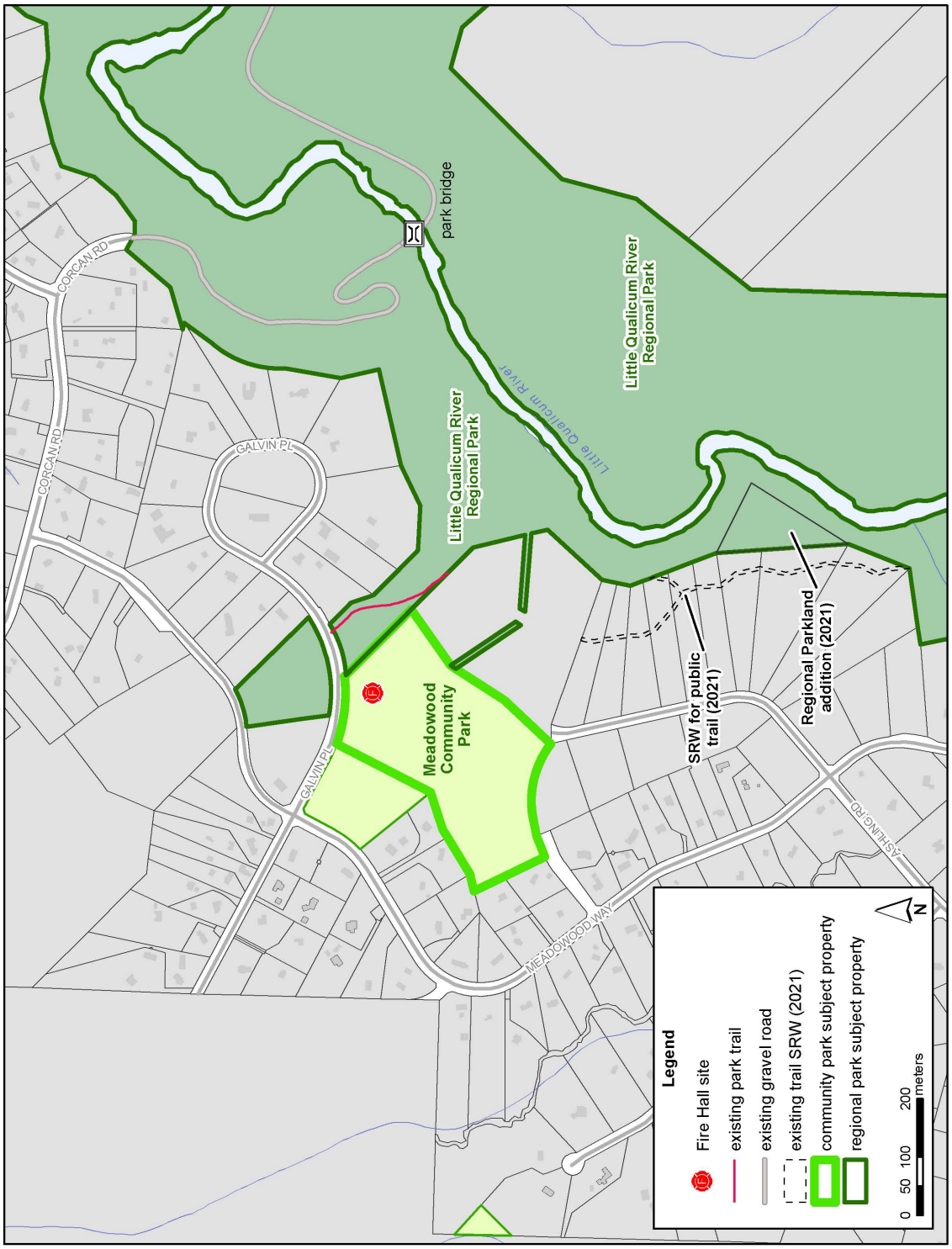
Y. Gagnon, Manager, Parks Services
J. Hill, Manager, Legislative Services
T. Osborne, General Manager, Recreation and Parks
T. Moore, Acting Director of Finance
D. Holmes, Chief Administrative Officer

## ATTACHMENTS

1. Existing Meadowood CP and Little Qualicum River RP Plan
2. Meadowood CP LQRRP Land Exchange Agreement
3. Meadowood CP Land Exchange Plan
4. Little Qualicum River RP Land Exchange Plan
5. Regional District of Nanaimo Little Qualicum River Regional Park Exchange Bylaw No. 1859, 2022
6. Elector Response Form
7. Proposed Meadowood CP and Little Qualicum River RP and Trail Plan

**Author: Elaine McCulloch, Senior Parks Planner, Parks Services**

**Attachment 1**
**Existing Meadowood CP and Little Qualicum River RP Plan**



Attachment 2

Meadowood CP LQRRP Conditional Land Exchange Agreement

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# CONDITIONAL PARK LAND EXCHANGE AGREEMENT

THIS AGREEMENT dated for reference June 20th, 2022

BETWEEN:

**WICKLOW WEST HOLDINGS LTD., INC.NO. 133201**
404 - 1199 WEST HASTINGS STREET
VANCOUVER, BC V6E 3T5

**(the "Developer")**

AND:

**REGIONAL DISTRICT OF NANAIMO**
6300 HAMMOND BAY ROAD
P.O. BOX 40
LANTZVILLE, BC V0R 2H0

**(the "District")**

**RECITALS:**

A. The District is the registered owner in fee simple of the following lands known as Meadowood Community Park:

PID: 024-586-013
Legal Description: LOT 2 BLOCK 359 NEWCASTLE DISTRICT PLAN VIP69346

**(the "Community Park").**

The Community Park includes those areas described as "Existing Community Park", "Fire Hall Area", Community Park Closed Lot", and "Community Park Proposed Road" on the drawing prepared by Timberlake-Jones Engineering, numbered 03-P2 Revision E, dated March 2, 2022, a reduced copy of which is attached as Schedule "A" to this Agreement.

B. The Community Park has not been dedicated as park by bylaw.

C. The District is the registered owner in fee simple of the following regional park lands known as Little Qualicum River Regional Park:

PID: 024-585-912
Legal Description: Lot 1, Block 359, Newcastle District, Plan VIP69346

**(the "Regional Park").**

The Regional Park includes those areas described as "Existing Regional Park", "Regional Park Closed Lot" and "Regional Park Proposed Road" on the drawing prepared by Timberlake-Jones Engineering, numbered 03-P4 Revision H, dated March 16, 2022, a reduced copy of which is attached as Schedule "B" to this Agreement.

D. The Developer is the registered owner in fee simple of the following lands within the Regional District of Nanaimo which are adjacent to the Community Park and the Regional Park:

PID 000-441-724
BLOCK 359, NEWCASTLE DISTRICT, EXCEPT PARCEL A (DD 21980N) AND EXCEPT PLANS 41094, VIP54534, VIP54535, VIP57567, VIP64186, VIP64189 VIP64696, VIP66682, VIP67560, VIP69346, VIP69786, VIP73141, VIP75374, VIP77754, VIP80715, VIP83984, VIP86930, EPP53469, EPP66259, EPP66561 and EPP105110

**(the "Developer's Land").**

The Developer's Land includes those areas described as "Developer's Proposed Community Park Parcel" on Schedule "A" and "Developer's Proposed Regional Park Parcel" and "Developer's Proposed Road" on Schedule "B".

The Developer wishes to:

a. acquire a portion of the Community Park in exchange for a portion of the Developer's Land;

b. acquire a portion of the Regional Park in exchange for a portion of the Developer's Land;

c. dedicate a portion of the Developer's Land as highway to provide access to lands owned by or to be acquired by the Developer and to adjacent lands owned by or to be acquired by the District;

and the District has agreed, subject to the terms and conditions of this Agreement.

E. The District intends to dedicate the Community Park Proposed Road and the Regional Park Proposed Road as highway to provide access to lands owned by or to be acquired by the Developer and to adjacent lands owned by or to be acquired by the District.

F. The District requires a statutory right-of-way over a portion of the Developer's Land for a regional trail and the Developer has agreed, subject to the terms and conditions of this Agreement, to grant the Trail Right of Way Agreement to the District.

**THE PARTIES AGREE AS FOLLOWS:**

## ARTICLE 1 DEFINITIONS

1.1 In this Agreement:

(a) **"Agreement"** means this agreement including attached schedules;

(b) **"Approving Officer"** means the provincial approving officer appointed to approve subdivision plans within the Regional District of Nanaimo;

(c) **"Closing Date"** means:

(i) the 30th day after the date on which all conditions contained in sections 3.1 and 3.3 have been satisfied or waived, as applicable; or

(ii) if the Land Title Office is closed on that day, the next day that the Land Title Office is open; or

(iii) such other day as the parties may agree in writing.

(d) **"Community Park"** has the meaning assigned to it in recital A;

(e) **"Community Park Closed Lot"** means that portion of the Community Park comprising 0.56 ha, more or less, identified as "Community Park Closed Lot" on Schedule "A";

(f) **"Community Park Proposed Road"** means that portion of the Community Park comprising 0.46 ha, more or less, identified as "Community Park Proposed Road" on Schedule A;

(g) **"Contaminants"** mean any explosives, radioactive materials, asbestos, urea formaldehyde, chlorobiphenyls, hydrocarbons, fuels, gas, propane, oils, lubricants, methanol, odorants, grease, polychlorinated biphenyls, antirust, antifreeze, or other chemicals, chromate solutions, arsenic, cadmium, chromium, lead, or other minerals, underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous goods, dangerous, hazardous, corrosive, or toxic substances, special or other waste, or any other substances the storage, manufacture, disposal, handling, treatment, generation, use transport, remediation, or release into the Environment of which any Environmental Laws prohibit, control, regulate, or license;

(h) **"day"** means a calendar day;

(i) **"Developer's Proposed Community Park Parcel"** means that portion of the Developer's Land comprising 1.06 ha acres, more or less, shown outlined in bold and labelled "Developer's Proposed Community Park Parcel" on Schedule A;

(j) **"Developer's Community Park Parcel Transfer"** means a Form A – Freehold Transfer to convey the Developer's Proposed Community Park Parcel to the District;

(k) **"Developer's Land"** has the meaning assigned to it in recital D;

(l) **"Developer's Proposed Road"** means that portion of the Developer's Land comprising 0.402 ha, more or less, shown outlined in bold and labelled "Developer's Proposed Road" on Schedule B;

(m) **"Developer's Proposed Regional Park Parcel"** means that portion of the Developer's Land comprising 0.27 ha, more or less, shown outlined in bold and labelled "Developer's Proposed Regional Park Parcel" on Schedule "B";

(n) **"Developer's Regional Park Parcel Transfer"** means a Form A – Freehold Transfer to convey the Developer's Proposed Regional Park Parcel to the District;

(o) **"District's Community Park Parcel Transfer"** means a Form A – Freehold Transfer to convey the Community Park Closed Lot to the Developer;

(p) **"District's Regional Park Parcel Transfer"** means a Form A – Freehold Transfer to convey the Regional Park Closed Lot to the Developer;

(q) **"Environment"** means land including soil and everything on or below land, sediment deposited on land, fill, and land submerged under water; air including all layers of the atmosphere; and water including oceans, lakes, rivers, streams, ground water, and surface water;

(r) **"Environmental Laws"** mean all principles of common law and equity and all laws, statutes, regulations, rules, bylaws, remediation, pollution abatement or other orders, directives, standards, guidelines, permits, licences, and other lawful requirements, from time to time, of any government body having jurisdiction concerning the Environment, health, occupational health or safety, product liability, or the transportation of dangerous goods;

(s) "**Fire Hall Area**" means that portion of the Community Park comprising 1.00 ha, more or less, identified as "Fire Hall Area" on Schedule A;

(t) **"Land Title Office"** means the Victoria Land Title Office;

(u) **"Permitted Developer Encumbrances"** means the legal notations, charges, liens and interests registered against title to the Developer's Land that are listed in Schedule "C";

(v) **"Permitted District Encumbrances"** means the legal notations, charges, liens and interests registered against title to the Community Park and the Regional Park as shown on the title searches included in Schedule "D";

(w) **"Regional Park"** has the meaning assigned to it in recital C;

(x) **"Regional Park Closed Lot"** means that portion of the Regional Park comprising 0.25 ha, more or less, shown outlined in bold and labelled "Regional Park Closed Lot" on Schedule B;

(y) **"Regional Park Exchange Bylaw"** means a bylaw in substantially the form attached as Schedule "G" to authorize the transfer of the Regional Park Closed Lot in exchange for the Developer's Proposed Regional Park Parcel, the removal of the dedication of the Regional Park Proposed Road as regional park and the dedication of the Regional Park Proposed Road as highway;

(z) **"Regional Park Proposed Road"** means that portion of the Regional Park comprising 149 $m^2$, more or less, shown outlined in bold and labelled "Regional Park Proposed Road" on Schedule B;

(aa) "**Trail Right of Way Agreement**" means a statutory right of way agreement pursuant to section 218 of the *Land Title Act* containing substantially those terms and attachments as are contained in the Terms of Instrument Part 2 attached hereto as Schedule "E"; and

(bb) **"Subdivision Plan"** means one or more subdivision plans substantially in accordance with the plan(s) attached as Schedule "F" to this agreement; and

(cc) **"Trail Right of Way Plans"** means reference or explanatory plans substantially in accordance with Attachments "A" and "B" to the Trail Right of Way Agreement.

## ARTICLE 2 CONDITIONAL LAND EXCHANGE

2.1 Subject to the terms and conditions of this Agreement, the parties agree that on the Closing Date:

(a) the Developer will transfer the estate in fee simple to the District, and give the District vacant possession of:

(i) the Developer's Proposed Community Park Parcel; and

(ii) the Developer's Proposed Regional Park Parcel,

including any and all improvements, free and clear of all liens, charges and encumbrances except for the Permitted Developer Encumbrances;

(b) the District will transfer the estate in fee simple to the Developer, and give the Developer vacant possession of:

(i) the Community Park Closed Lot; and

(ii) the Regional Park Closed Lot;

including any and all improvements, free and clear of all liens, charges and encumbrances except for the Permitted District Encumbrances;

(c) the Developer will dedicate the Developer's Proposed Road as highway in accordance with section 107 of the *Land Title Act* and, subject to section 2.1(a), consolidate the Regional Park Closed Lot with the balance of the Developer's Land;

(d) the District will, at the Developer's expense, dedicate the Community Park Proposed Road and the Regional Park Proposed Road as highway in accordance with section 107 of the *Land Title Act;*

(e) subject to sections 2.1(b) and 2.1(d) herein, the District will, at the Developer's expense, subdivide the Fire Hall Area from the Community Park Parcel and consolidate the Developer's Proposed Community Park Parcel with the balance of the Community Park;

(f) the Developer will pay any outstanding taxes, interest and penalties for the Developer's Land and all taxes due or accruing due for the Developer's Land for the tax year in which the Closing Date occurs. If the property taxes for the tax year in which the Closing Date occurs are not known at the Closing Date, they will be deemed to be one hundred and five percent of the property taxes for the previous tax year; and

(g) the Developer will grant the Trail Right of Way Agreement to the District.

2.2 The Developer will arrange for the preparation of the Subdivision Plan at the Developer's cost and subject to the approval of the Approving Officer, pursuant to the *Land Title Act*.

2.3 The parties acknowledge and agree that, except as provided in section 2.1(f), the transactions contemplated in this Agreement will proceed without any adjustment on account of property taxes for any of the lands being transferred by this Agreement.

2.4 The parties agree that the following property values will be reported on the Property Transfer Tax forms and Form A transfers:

(a) Developer's Proposed Community Park Parcel is $26,182;

(b) Developer's Proposed Regional Park Parcel is $6,669;

(c) the Community Park Closed Lot is $13,382;

(d) the Regional Park Closed Lot is $6,175; and

2.5 The parties agree that the following property have the following values:

(a) the Community Park Proposed Road is $11,362; and

(b) the Regional Park Proposed Road is $368;

2.6 The Developer will be responsible for all fees, expenses and costs associated with the preparation, approval and registration of the Subdivision Plan and dedication as highway of the Community Park Proposed Road, the Regional Park Proposed Road and the Developer's Proposed Road, including, but not limited to, obtaining approval of the Subdivision Plan from the Agricultural Land Commission and the Approving Officer.

2.7 The Developer will be responsible for all legal and consulting fees, expenses and costs associated with the preparation and approval of this Agreement and any steps contemplated by this Agreement that are necessary for its completion.

2.8 The parties acknowledge that they have each had a reasonable opportunity to inspect the property it is acquiring and agree to accept same on an "as is, where is" basis, provided such property is in the same or better condition as it was in on July 6, 2021. Notwithstanding this, each party agrees to provide the other, at any time following execution of this Agreement by both parties, with reasonable access to conduct such inspections and investigations as it deems appropriate of the property it is acquiring. Each party shall reimburse the other party for any damage the inspecting party causes in conducting such inspections or investigations.

## ARTICLE 3 CONDITIONS PRECEDENT

3.1 The transactions contemplated by this Agreement are conditional upon the satisfaction or waiver of the following conditions precedent, which are for the sole benefit of the District, in its sole discretion:

(a) on or before July 15, 2022 the Board of the Regional District of Nanaimo:

(i) approving this Agreement; and

(ii) authorizing the documentation necessary to complete the terms of this Agreement in compliance with all requirements of the Local Government Act and the Land Title Act and other applicable enactments.

3.2 If the conditions precedent referred to in section 3.1 are not satisfied or waived by the District on or before the applicable date, then this Agreement will automatically terminate.

3.3 The transactions contemplated by this Agreement are conditional upon the satisfaction of the following conditions precedent, which are for the benefit of both parties and may not be waived:

(a) elector approval of the Regional Park Exchange Bylaw in accordance with the *Local Government Act*;

(b) adoption of the Regional Park Exchange Bylaw by the Board of the District;

(c) adoption of Regional District of Nanaimo Electoral Area 'F' Zoning and Subdivision Amendment Bylaw No. 1285.38, 2022 and Regional District of Nanaimo Electoral Area 'F' Official Community Plan Amendment Bylaw No. 1152.06, 2022;

(d) approval of the Subdivision Plan by the Agricultural Land Commission; and

(e) approval by the Approving Officer of the Subdivision Plan, including the dedication as highway of the Community Park Proposed Road, the Regional Park Proposed Road and the Developer's Proposed Road.

3.4 If the conditions precedent referred to in section 3.3 are not satisfied on or before November 30, 2023, then either party may, upon written notice to the other party, terminate this Agreement.

## ARTICLE 4 CLOSING

4.1 The exchange of the Community Park Closed Lot for the Developer's Proposed Community Park Parcel and the exchange of the Regional Park Closed Lot for the Developer's Proposed Regional Park Parcel and the grant of the Trail Right of Way Agreement will be completed in the following manner and sequence:

(a) not less than five (5) business days prior to the Closing Date, the Developer will cause the Developer's solicitor to deliver to the District's solicitor for approval and, where appropriate, execution by the District's authorized signatories:

(i) the District's Community Park Parcel Transfer, the District's Regional Park Parcel Transfer, the Trail Right of Way Plans and the Trail Right of Way Agreement; and

(ii) all other plans and documents as the District's Solicitor and Developer's Solicitor may agree, acting reasonably, are necessary to give effect to the transactions contemplated by this Agreement;

(b) not less than five (5) business days prior to the Closing Date the District will cause the District's solicitor to deliver to the Developer's solicitor for approval and, where appropriate, execution by the Developer's authorized signatories:

(i) the Developer's Community Park Parcel Transfer;

(ii) the Developer's Regional Park Parcel Transfer;

(iii) a certified copy of the Regional Park Exchange Bylaw;

(iv) all other plans and documents as the District's Solicitor and Developer's Solicitor may agree, acting reasonably, are necessary to give effect to the transactions contemplated by this Agreement;

(c) not less than two (2) business days prior to the Closing Date, the Developer will cause the Developer's solicitor to deliver to the District's solicitor:

(i) true copies of the Developer's Community Park Parcel Transfer and the Developer's Regional Park Parcel Transfer duly executed by the authorized signatories of the Developer;

(d) not less than two (2) business days prior to the Closing Date, the District will cause the District's solicitor to deliver to the Developer's solicitor:

(i) true copies of the District's Community Park Parcel Transfer, the District's Regional Park Parcel Transfer and the Trail Right of Way Agreement duly executed by the authorized signatories of the District;

(e) on the Closing Date, the Developer and the District will cause their respective solicitors to file, by means of an electronic meet in the Land Title Office:

(i) the Subdivision Plan;

(ii) the Developer's Community Park Parcel Transfer;

(iii) the District's Community Park Parcel Transfer;

(iv) the Developer's Regional Park Parcel Transfer;

(v) the District's Regional Park Parcel Transfer;

(vi) the Trail Right of Way Agreement;

(vii) the Trail Right of Way Plans; and

(viii) a certified copy of the Regional Park Exchange Bylaw.

The above documents and plans will be filed in the Land Title Office concurrently

on an "all or nothing basis" along with all other necessary documents and forms required to give effect to the transactions contemplated by this Agreement;

(f) following notice of final registration of the documents, the Developer's solicitor will, in due course, provide the District's solicitor with registered copies of all such documents; and

(g) the parties or their respective solicitors may, at any time, in writing, revise or amend the foregoing closing procedure.

4.2 The Community Park Closed Lot and the Regional Park Closed Lot are at the District's risk until 12:01 a.m. on the Closing Date and at the Developer's risk thereafter.

4.3 The Developer's Proposed Community Park Parcel and the Developer's Proposed Regional Park Parcel are at the Developer's risk until 12:01 a.m. on the Closing Date and at the District's risk thereafter.

4.4 The Developer's Proposed Road is at the Developer's risk until 12:01 a.m. on the Closing Date and at the risk of the Crown in Right of the Province of British Columbia following registration of the Subdivision Plan in the Land Title Office.

4.5 The Community Park Proposed Road and the Regional Park Proposed Road are at the District's risk until 12:01 a.m. on the Closing Date and at the risk of the Crown in Right of the Province of British Columbia following registration of the Subdivision Plan in the Land Title Office.

## ARTICLE 5 REGISTRATION FEES, PROPERTY TRANSFER TAX AND GST

5.1 Each party will be responsible for payment of any and all property transfer taxes that may be assessed against a party on account of the transactions authorized by this Agreement.

5.2 Both parties are registered for GST purposes and, in accordance with the *Excise Tax Act* (Canada):

(a) the District will account directly to the Receiver General Canada for any GST payable upon the transfer of the Community Park Closed Lot, and the Regional Park Closed Lot; and

(b) the Developer will account directly to the Receiver General Canada for any GST payable upon the transfer of the Developer's Proposed Community Park Parcel and the Developer's Proposed Regional Park Parcel and the dedication of the Developer's Proposed Road.

## ARTICLE 6 REPRESENTATIONS, WARRANTIES, ACKNOWLEDGEMENTS AND COVENANTS

6.1 Regardless of any independent investigation the District may make, the Developer warrants, represents and covenants to the District that it:

(a) is a company in good standing incorporated under the *Business Corporations Act*;

(b) has undertaken the necessary corporate proceedings to enter into this Agreement and carry out its obligations under it;

(c) is not aware of any complaints or claims that the Developer's Land, the Developer's Proposed Community Park Parcel or the Developer's Proposed Regional Park Parcel are not in compliance with any Environmental Laws or that any Contaminants have been released or migrated to or from Developer's Land, the Developer's Proposed Community Park Parcel or the Developer's Proposed Regional Park Parcel or any lands adjoining any of them;

(d) is **not** and will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) on the Closing Date;

(e) on the Closing Date, will have good, safe holding, and marketable title in fee simple to both the Developer's Proposed Community Park Parcel and the Developer's Proposed Regional Park Parcel, free and clear of all liens, charges, encumbrances, encroachments, defects in titles, equities or claims, except for the Permitted Developer Encumbrances; and

(f) is not aware of any claim or litigation pending or threatened against it, which could affect the right of the District to acquire the Developer's Proposed Community Park Parcel or the Developer's Proposed Regional Park Parcel.

6.2 The Developer's representations, agreements and warranties contained in section 6.1 will survive the Closing Date and will continue in full force and effect for the benefit of the District after the Closing Date, without limitation.

6.3 Regardless of any independent investigation the Developer may make, the District warrants, represents and covenants to the Developer that it:

(a) is a regional district under the *Local Government Act*;

(b) has undertaken the necessary corporate proceedings to enter into this Agreement and carry out its obligations under it;

(c) is not aware of any complaints or claims that the Community Park Closed Lot or the Regional Park Closed Lot are not in compliance with any Environmental Laws or that any Contaminants have been released or migrated to or from the Community Park Closed Lot or the Regional Park Closed Lot or any lands adjoining any of them;

(d) is **not** and will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) on the Closing Date;

(e) on the Closing Date, will have good, safe holding, and marketable title in fee simple to the Community Park Closed Lot and the Regional Park Closed Lot, free and clear of all liens, charges, encumbrances, encroachments, defects in titles, equities or claims, except for the Permitted District Encumbrances; and

(f) is not aware of any claim or litigation pending or threatened against it, which could affect the right of the Developer to acquire the Community Park Closed Lot or the Regional Park Closed Lot.

6.4 The District's representations, agreements and warranties contained in section 6.3 will survive the Closing Date and will continue in full force and effect for the benefit of the Developer after the Closing Date, without limitation.

6.5 The Developer covenants and agrees in respect of the Developer's Proposed Community Park Parcel and the Developer's Proposed Regional Park Parcel and the District covenants and agrees in respect of the Community Park Closed Lot and the Regional Park Closed Lot that:

(a) except for the representations and warranties expressly set out in this Agreement, the Developer's Proposed Community Park Parcel and the Community Park Closed Lot are being exchanged "as is, where is";

(b) except for the representations and warranties expressly set out in this Agreement, the Developer's Proposed Regional Park Parcel and the Regional Park Closed Lot are being exchanged "as is, where is";

(c) in entering into this Agreement the Developer has not relied upon any warranty or representation given by or on behalf of the District and the District has not relied upon any warranty or representation given by or on behalf of the Developer, including, but not limited to, representation or warranties concerning:

(i) the fitness of the Developer's Proposed Community Park Parcel and the Developer's Proposed Regional Park Parcel for the intended use of by the District and the fitness of the Community Park Closed Lot and the Regional Park Closed Lot for the intended use by the Developer;

(ii) servicing and utilities of or to any of the lands referred to in this Agreement;

(iii) the zoning of the Developer's Proposed Community Park Parcel, the Community Park Closed Lot, the Developer's Proposed Regional Park Parcel or the Regional Park Closed Lot or the by-laws, regulations and laws of any governmental body which relate to the use and occupation of those lands;

(iv) the economic feasibility of the development of the Developer's Land, the Community Park Closed Lot or the Regional Park Closed Lot;

(v) the applicability or otherwise of any federal or provincial statute or law to the Developer's Land, the Community Park Closed Lot or the Regional Park Closed Lot; or

(vi) the environmental state or condition of the Developer's Land, the Community Park Closed Lot, the Community Park Proposed Road, the Regional Park Closed Lot, the Regional Park Proposed Road, the Community Park, the Regional Park, the Developer's Proposed Road, the Developer's Proposed Community Park Parcel or the Developer's Proposed Regional Park Parcel.

6.6 The District hereby waives any requirement for the Developer to provide a site disclosure statement for the Developer's Proposed Community Park Parcel or the Developer's

Proposed Regional Park Parcel under the *Environmental Management Act* or any regulation thereunder.

6.7 The Developer hereby waives any requirement for the District to provide a site disclosure statement for the Community Park Closed Lot or the Regional Park Closed Lot under the *Environmental Management Act* or any regulation thereunder.

6.8 The parties acknowledge and agree that nothing provided by the Developer pursuant to this Agreement is or shall be considered to be an amenity contribution related to the development or rezoning of all or part of the Developer's Land.

## ARTICLE 7 NOTICE

7.1 Any notice, document, or communication required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by hand, courier, registered mail or e-mail to the party to whom it is to be given as follows:

(a) To the District:

Regional District of Nanaimo
6300 Hammond Bay Road
P.O. BOX 40
LANTZVILLE, BC V0R 2H0

Attention: Tom Osbourne

Email: tosborne@rdn.bc.ca

(b) To the Developer:

Wicklow West Holdings Ltd.
400 – 1199 West Hastings Street
Vancouver, BC V6E 3T5

Attention: Mark Galvin

Email: mgalvin@wicklowwest.com

provided, however, that a party may, by notice in writing to the other, specify another address for service of notices under this Agreement and, where another address is specified under this section, notice must be delivered to that address in accordance with this Article.

## ARTICLE 8 INTERPRETATION

8.1 Nothing in this Agreement makes the District an agent, joint venturer or partner of the Developer and nothing in this Agreement makes the Developer an agent, joint venturer or partner of the District.

8.2 the Developer acknowledges that the District is subject to the *Freedom of Information and Protection of Privacy Act* and that this Agreement may be disclosed or the District may be required to disclose this Agreement pursuant to that Act.

8.3 This Agreement and the rights, duties, and obligations of the Developer and the District hereunder are personal and will not be assigned by either of them without the prior written consent of the other.

8.4 Wherever the singular or masculine is used in this Agreement, the same will be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

8.5 Headings are inserted in this Agreement for convenience only and do not control or affect the meaning or construction of any part of this Agreement.

8.6 Unless otherwise specified, a reference to any enactment shall be deemed to be a reference to the enactment of the Province of British Columbia having that name, and a reference to any enactment includes all regulations made thereunder, all amendments to the enactment in force from time to time, and every enactment that supplements or supersedes such enactment.

8.7 The words "include" or "including" as used herein shall not be construed as words of limitation, whether stated to be without limitation or not.

8.8 No action or failure to act by a party will constitute a waiver of any right or duty under the Agreement or constitute an approval or acquiescence in any breach of the Agreement, except as may specifically be agreed to in writing by the party.

8.9 This Agreement:

(a) constitutes the entire agreement between the parties with respect to the purchase, sale, dedication or exchange of the Community Park Closed Lot, the Community Park Proposed Road, the Regional Park Closed Lot, the Regional Park Proposed Road, the Developer's Proposed Community Park Parcel, the Developer's Proposed Road or the Developer's Proposed Regional Park Parcel and may not be amended except by subsequent agreement in writing;

(b) will be interpreted according to the laws of the Province of British Columbia and the courts of that Province will have exclusive jurisdiction with respect to all matters relating to or arising out of this Agreement;

(c) will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

8.10 The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

8.11 Time is of the essence of this Agreement.

8.12 This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. This Agreement may be delivered by any party by facsimile transmission or in PDF format by email.

8.13 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.

**IN WITNESS WHEREOF** this Agreement has been executed as of the Reference Date:

**WICKLOW WEST HOLDINGS LTD., INC.NO. 133201**
by its authorized signatory(ies):

Mark Salvi
Name:
Title: President Director

Name:

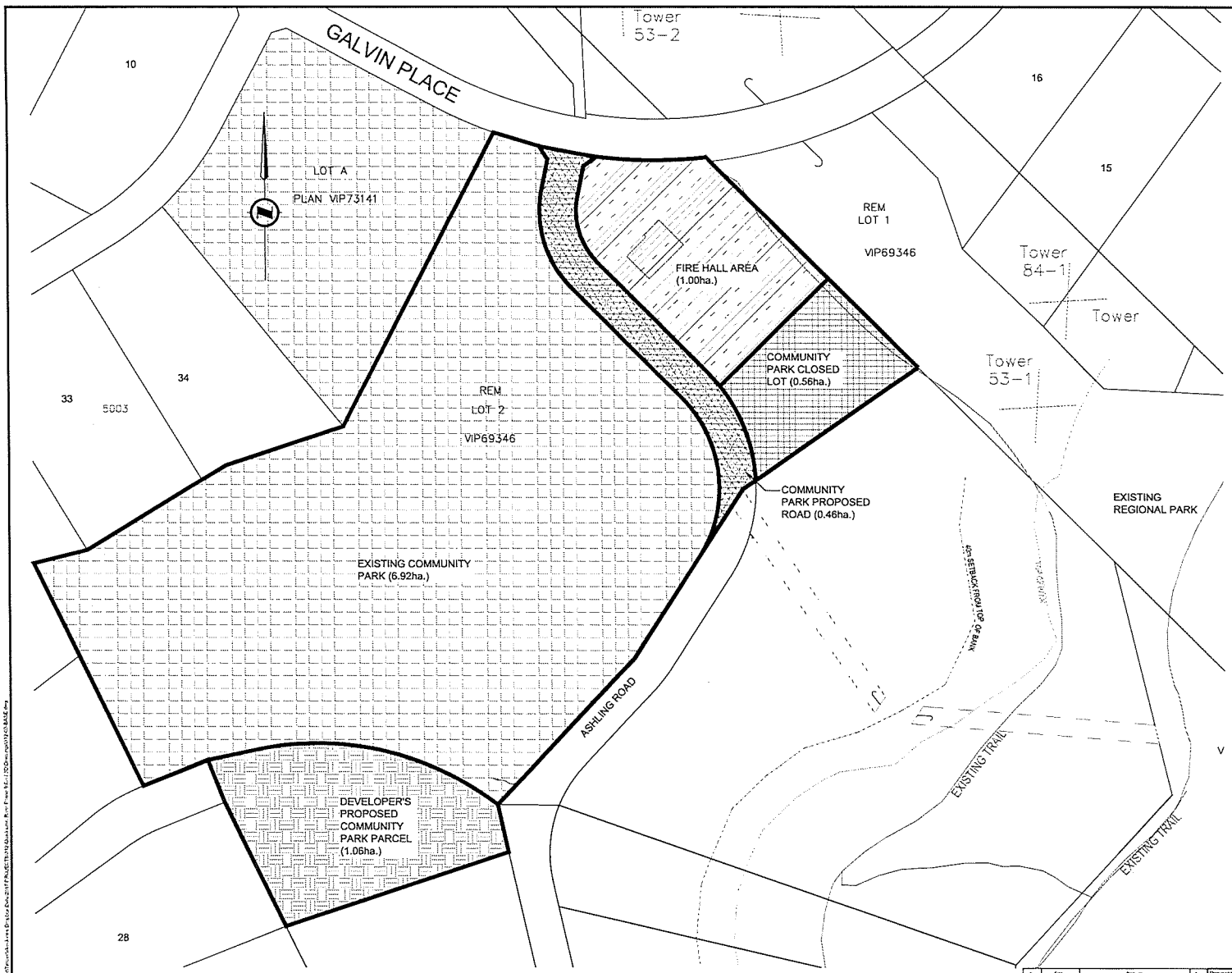
Title: DIRECTOR, SECRETARY

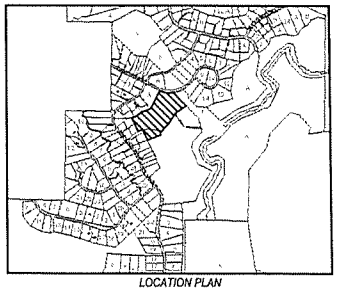
**REGIONAL DISTRICT OF NANAIMO**
by its authorized signatories:

Name:
Title:

Name:
Title:

# MEADOWOOD COMMUNITY PARK
# LAND EXCHANGE PLAN




## LEGEND

- EXISTING COMMUNITY PARK
- FIRE HALL AREA
- COMMUNITY PARK CLOSED LOT
- COMMUNITY PARK PROPOSED ROAD
- DEVELOPER'S PROPOSED COMMUNITY PARK PARCEL

SCHEDULE A

NOTES:
1. ALL DISTANCES ARE IN METRES
2. BOUNDARY DIMENSIONS SHOWN ARE DERIVED FROM PLAN VIP69346 AND ARE SUBJECT TO MINOR CHANGE UPON FINAL LEGAL SURVEY.

Meters
50 0 50 100
1:1000

MOTI FILE NO: 2019-01065

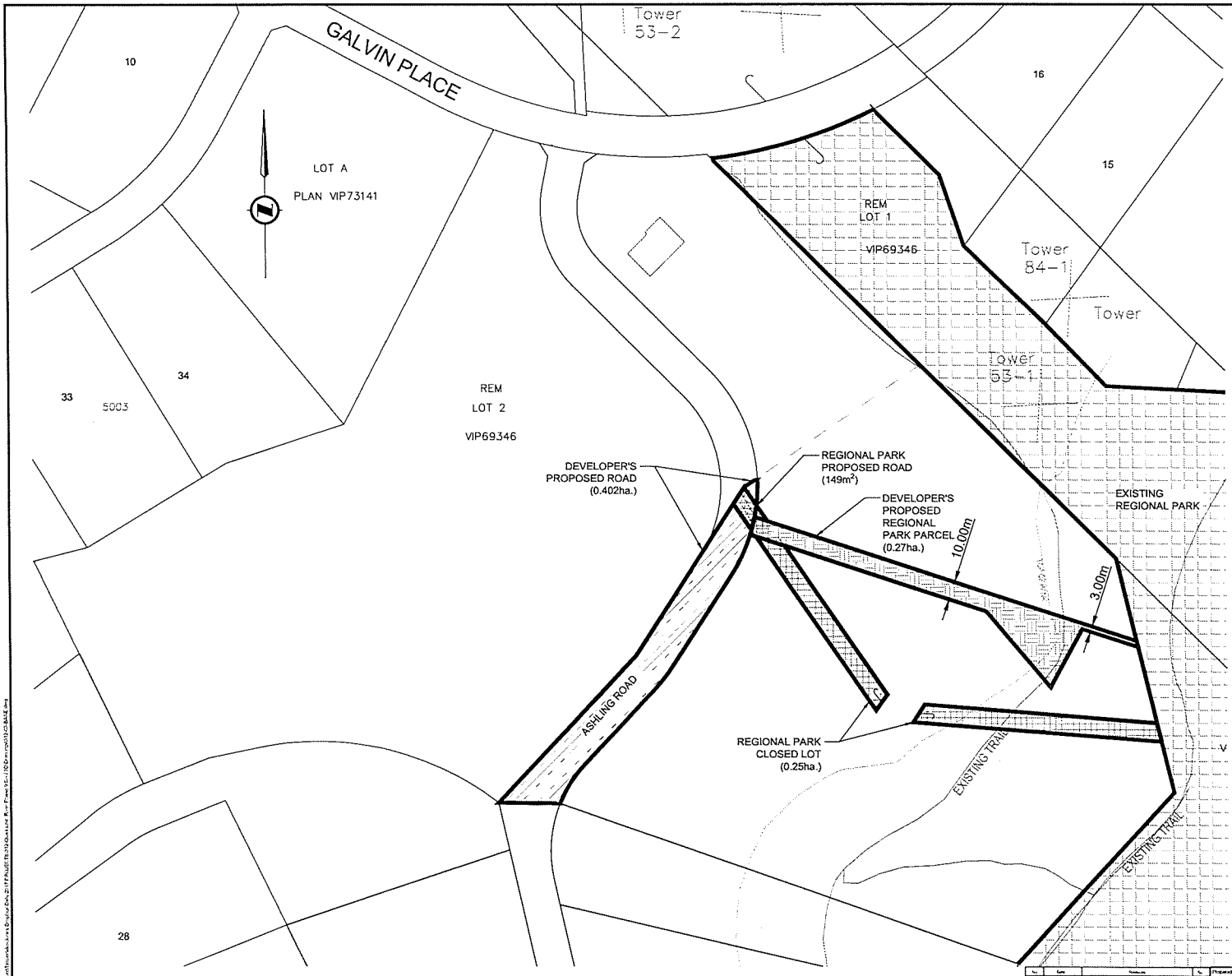
| No. | Date | Revision | By |
|---|---|---|---|
| A | 2021.01.12 | PHS LAND EXCHANGE | KJD |
| B | 2021.01.15 | LOT LINES CHANGE | KJD |
| C | 2021.01.25 | BOUNDARY LINES MODIFIED | KJD |
| D | 2021.02.23 | UPDATED NOTES | KJD |
| E | 2021.04.07 | UPDATED NOTES | KJD |

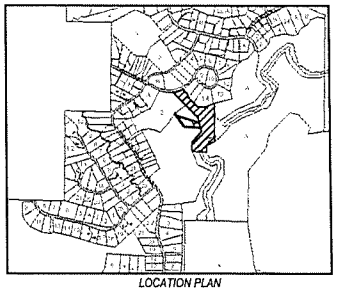
Prepared by: Timberlake-Jones engineering
Western Professional Centre, Suite 201 - 777 Third Street, PO Box 70, Parksville, BC, V9P 2G3
Phone: 250-248-3251 Fax: 250-248-7553 Email: info@tjeng.ca URL: www.tjeng.ca

Client Name: WICKLOW WEST HOLDINGS LTD.
Project Name: QUALICUM RIVER ESTATES PHASE 10
Drawing Title: COMMUNITY PARK LAND EXCHANGE

| Scale | Designed | Drawn | Date | Project Number | Drawing Number | Revision |
|---|---|---|---|---|---|---|
| 1:1000 | MTJ | KJD | JAN. 2021 | 312 | 03-P2 | E |

# LITTLE QUALICUM RIVER REGIONAL PARK LAND EXCHANGE PLAN



*LOCATION PLAN*
*1:20000*

## LEGEND

- EXISTING REGIONAL PARK
- REGIONAL PARK CLOSED LOT
- REGIONAL PARK PROPOSED ROAD
- DEVELOPER'S PROPOSED REGIONAL PARK PARCEL
- DEVELOPER'S PROPOSED ROAD

SCHEDULE B

NOTES:
1. ALL DISTANCES ARE IN METRES
2. BOUNDARY DIMENSIONS SHOWN ARE DERIVED FROM PLAN VIP69346 AND ARE SUBJECT TO MINOR CHANGE UPON FINAL LEGAL SURVEY.

Meters
50 0 50 100
1:1000

MOTI FILE NO: 2019-01065

| No. | Date | Revision | By |
|---|---|---|---|
| A | 2021.01.12 | PARK LAND EXCHANGE | RJD |
| B | 2021.01.15 | LOT LINES CHANGE | RJD |
| C | 2021.01.25 | BOUNDARY - MoTI MODIFIED | RJD |
| D | 2021.04.09 | BOUNDARY - MoTI MODIFIED | RJD |
| E | 2021.11.16 | BOUNDARY - MoTI MODIFIED | RJD |
| F | 2021.12.23 | UPDATED NOTES | RJD |
| G | 2022.03.02 | UPDATED NOTES | RJD |
| H | 2022.03.14 | UPDATED NOTES | RJD |

Prepared by: Timberlake-Jones engineering
Victoria Professional Centre, Suite 201 - 117 West Street, PO Box 99, Parksville, BC, V9P 2G3
Phone: 250-248-2301, Fax: 250-248-2302, Email: info@tjeng.ca, URL: www.tjeng.ca

Client Name: WICKLOW WEST HOLDINGS LTD.
Project Name: QUALICUM RIVER ESTATES PHASE 10
Drawing Title: REGIONAL PARK LAND EXCHANGE

| Scale | Drawn | Checked | Date | Project Number | Drawing Number | Revision |
|---|---|---|---|---|---|---|
| 1:1000 | MTJ | RJD | JAN 2021 | 312 | 03-P4 | H |

**SCHEDULE "C"**

## Permitted Developer Encumbrances

| Description of Charge | Charge # |
|---|---|
| Exception and Reservation | M76300 |
| Right of Way | G89918 |
| Covenant | N35832 |
| Covenant | EK116444 |
| Covenant | EK116448 |
| Covenant | EM10126 |
| Covenant | EM73915 |
| Covenant | EM75385 |
| Statutory Right of Way | EN72444 |
| Covenant | EN104355 |
| Covenant | EN104356 |
| Statutory Right of Way | EV67167 |
| Statutory Right of Way | EV67168 |

**TITLE SEARCH PRINT**

# SCHEDULE "D"

2022-03-02, 07:31:48

File Reference: RDN-Meadowood

Requestor: Cindy Nesselbeck

Declared Value $ 10

**CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN**

| | |
|---|---|
| **Land Title District** | VICTORIA |
| Land Title Office | VICTORIA |
| **Title Number** | EX18862 |
| From Title Number | EN72438 |
| **Application Received** | 2005-02-21 |
| **Application Entered** | 2005-02-24 |

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address: REGIONAL DISTRICT OF NANAIMO
6300 HAMMOND BAY ROAD
PO BOX 40
LANTZVILLE, BC
V0R 2H0

**Taxation Authority** Port Alberni Assessment Area

**Description of Land**

Parcel Identifier: 024-586-013

Legal Description:

LOT 2 BLOCK 359 NEWCASTLE DISTRICT PLAN VIP69346

**Legal Notations**

HERETO IS ANNEXED EASEMENT EN72440 OVER PART OF LOT 1, PLAN VIP69346 SHOWN ON PLAN VIP69347

**Charges, Liens and Interests**

| | |
|---|---|
| Nature: | EXCEPTIONS AND RESERVATIONS |
| Registration Number: | M76300 |
| Registered Owner: | ESQUIMALT AND NANAIMO RAILWAY COMPANY |
| Remarks: | INTER ALIA<br>SECTION 172(3); AFB 9.693.7434A; DD 29922N<br>FOR ACTUAL DATE AND TIME OF REGISTRATION SEE ORIGINAL GRANT FROM E & N RAILWAY COMPANY |

| | |
|---|---|
| Nature: | RIGHT OF WAY |
| Registration Number: | G89918 |
| Registration Date and Time: | 1978-11-01 15:37 |
| Registered Owner: | BRITISH COLUMBIA HYDRO AND POWER AUTHORITY |
| Remarks: | INTER ALIA<br>PART OUTLINED IN RED ON PLAN 3324RW |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | N35832 |
| Registration Date and Time: | 1984-05-02 11:13 |
| Registered Owner: | HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA |
| Remarks: | INTER ALIA<br>SECTION 215 L.T.A. |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EK116444 |
| Registration Date and Time: | 1996-10-16 14:37 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA |
| Remarks: | INTER ALIA<br>SECTION 215 LAND TITLE ACT; INCLUDES INDEMNITY |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EK116448 |
| Registration Date and Time: | 1996-10-16 14:38 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA<br>THE REGIONAL DISTRICT OF NANAIMO |
| Remarks: | INTER ALIA<br>PURSUANT TO SECTION 215 LTA. INCLUDES INDEMNITY |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EM10126 |
| Registration Date and Time: | 1998-02-02 11:12 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA<br>REGIONAL DISTRICT OF NANAIMO |
| Remarks: | INTER ALIA |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EM73915 |
| Registration Date and Time: | 1998-08-05 11:26 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA<br>REGIONAL DISTRICT OF NANAIMO |
| Remarks: | INTER ALIA |

**TITLE SEARCH PRINT**

File Reference: RDN-Meadowood

Declared Value $ 10

2022-03-02, 07:31:48

Requestor: Cindy Nesselbeck

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EM75385 |
| Registration Date and Time: | 1998-08-07 11:23 |
| Registered Owner: | REGIONAL DISTRICT OF NANAIMO |
| Remarks: | INTER ALIA<br>PART SHOWN AS COVENANT AREA 1 ON PLAN VIP67561 |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EN72445 |
| Registration Date and Time: | 1999-08-10 10:25 |
| Registered Owner: | REGIONAL DISTRICT OF NANAIMO |

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**TITLE SEARCH PRINT**

2022-03-02, 07:31:48

File Reference: RDN-Meadowood

Requestor: Cindy Nesselbeck

Declared Value $ 272331

**CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN**

| | |
|---|---|
| **Land Title District** | VICTORIA |
| Land Title Office | VICTORIA |
| **Title Number** | EN72441 |
| From Title Number | EN72437 |
| **Application Received** | 1999-08-10 |
| **Application Entered** | 1999-09-09 |

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address: REGIONAL DISTRICT OF NANAIMO
6300 HAMMOND BAY ROAD
P.O. BOX 40
LANTZVILLE, BC
V0R 2H0

**Taxation Authority** Port Alberni Assessment Area

**Description of Land**

Parcel Identifier: 024-585-912

Legal Description:

LOT 1 BLOCK 359 NEWCASTLE DISTRICT PLAN VIP69346

**Legal Notations**

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA8062791

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE EV142284

**Charges, Liens and Interests**

| | |
|---|---|
| Nature: | EXCEPTIONS AND RESERVATIONS |
| Registration Number: | M76300 |
| Registered Owner: | ESQUIMALT AND NANAIMO RAILWAY COMPANY |
| Remarks: | INTER ALIA<br>SECTION 172(3); AFB 9.693.7434A; DD 29922N<br>FOR ACTUAL DATE AND TIME OF REGISTRATION SEE ORIGINAL GRANT FROM E & N RAILWAY COMPANY |

| | |
|---|---|
| Nature: | RIGHT OF WAY |
| Registration Number: | G89918 |
| Registration Date and Time: | 1978-11-01 15:37 |
| Registered Owner: | BRITISH COLUMBIA HYDRO AND POWER AUTHORITY |
| Remarks: | INTER ALIA<br>PART OUTLINED IN RED ON PLAN 3324RW |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | N35832 |
| Registration Date and Time: | 1984-05-02 11:13 |
| Registered Owner: | HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA |
| Remarks: | INTER ALIA<br>SECTION 215 L.T.A. |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EK116444 |
| Registration Date and Time: | 1996-10-16 14:37 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA |
| Remarks: | INTER ALIA<br>SECTION 215 LAND TITLE ACT; INCLUDES INDEMNITY |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EK116448 |
| Registration Date and Time: | 1996-10-16 14:38 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA<br>THE REGIONAL DISTRICT OF NANAIMO |
| Remarks: | INTER ALIA<br>PURSUANT TO SECTION 215 LTA. INCLUDES INDEMNITY |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EM10126 |
| Registration Date and Time: | 1998-02-02 11:12 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA<br>REGIONAL DISTRICT OF NANAIMO |
| Remarks: | INTER ALIA |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EM73915 |
| Registration Date and Time: | 1998-08-05 11:26 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA<br>REGIONAL DISTRICT OF NANAIMO |
| Remarks: | INTER ALIA |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EM75385 |
| Registration Date and Time: | 1998-08-07 11:23 |
| Registered Owner: | REGIONAL DISTRICT OF NANAIMO |
| Remarks: | INTER ALIA<br>PART SHOWN AS COVENANT AREA 1 ON PLAN VIP67561 |

| | |
|---|---|
| Nature: | EASEMENT |
| Registration Number: | EN72440 |
| Registration Date and Time: | 1999-08-10 10:23 |
| Remarks: | PART IN PLAN VIP69347<br>APPURTENANT TO REM. OF BLOCK 359, NEWCASTLE DISTRICT AND LOT 2, PLAN VIP69346<br>BLOCK 359 DOMINANT TENEMENT CANCELLED AS TO PART IN PLAN VIP73141 BY ES115047<br>DOMINANT TENEMENT CANCELLED AS TO LOT A PLAN EPP66259 BY CA5782090, 2017-01-24 |

| | |
|---|---|
| Nature: | COVENANT |
| Registration Number: | EN72442 |
| Registration Date and Time: | 1999-08-10 10:24 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA |

| | |
|---|---|
| Nature: | STATUTORY RIGHT OF WAY |
| Registration Number: | EN72443 |
| Registration Date and Time: | 1999-08-10 10:24 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA |

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**SCHEDULE "E"**

TERMS OF INSTRUMENT - PART 2

**WHEREAS:**

A. The Transferor is the registered owner of the land more particularly described in Item 2 of the Form C hereto **(the "Land")**;

B. The Transferee is a regional district incorporated pursuant to the *Local Government Act*, R.S.B.C. 2015, c. 1;

C. Pursuant to section 218 of the *Land Title Act*, R.S.B.C. 1996 c. 250, the Transferor may grant the Transferee an easement without a dominant tenement known as a statutory right of way;

D. The Transferor has agreed to grant the Transferee statutory rights of way over that portion of the Land shown outlined in a heavy black line on Reference Plan of Statutory Right of Way EPP114059, a reduced copy of which is attached as Attachment "A" **(the "First Right of Way Area")** and over that portion of the Land shown outlined in a heavy black line on Reference Plan of Statutory Right of Way EPP114060, a reduced copy of which is attached as Attachment "B" **(the "Second Right of Way Area)**; and

E. The statutory rights of way in this Agreement are necessary for the operation and maintenance of the Transferee's undertaking.

**NOW THEREFORE** in consideration of the premises, of the sum of $10.00, receipt of which from the Transferee is hereby acknowledged by the Transferor, and other good and valuable consideration, the parties agree as follows:

1. In this Agreement:

   (a) **"Claims"** means claims, demands, actions, causes of actions, losses, damages, fines, penalties, costs and liabilities, including fees of solicitors and other professional advisors;

   (b) **"Right of Way Areas"** means either or both the First Right of Way Area and Second Right of Way Area;

   (c) **"Trail"** means a recreational trail constructed with or without gravel, bark-mulch, asphalt, concrete, stone, brick or other all-weather impervious surface of any kind, together with such facilities, appurtenances and ancillary works, equipment, improvements and structures including, but not limited to, signage, fences, bridges, culverts and gates as may be necessary or convenient for public passage and use as a recreational trail.

2. The Transferor hereby grants and conveys to the Transferee, its successors and assigns in perpetuity the full, free, and uninterrupted easement and right of way over, upon and across the First Right of Way Area for the Transferee, its servants, employees, agents, and licensees at all times to:

    (a) enter and work upon, use, and to pass and repass (with or without machinery, vehicles, equipment and materials) along, over, under and upon the First Right of Way Area;

    (b) dig, excavate, alter, deposit, remove, and cover up the soil of the First Right of Way Area;

    (c) develop, construct and install the Trail and operate, maintain, alter, enlarge, repair, extend, renew, remove, inspect, clean and replace the Trail within the First Right of Way Area;

    (d) store temporarily on the First Right of Way Area all personal property, including equipment, tools, machinery and materials, necessary for the construction, installation, maintenance, repair or replacement of the Trail;

    (e) invite the public to ingress and egress the First Right of Way Area by foot, horseback, bicycle, scooter, wheelchair and similar modes of conveyance used by persons with disabilities, off-road vehicles such as dirt bikes and all-terrain vehicles, subject to any provincial regulations or local government bylaws regulating recreational trail use;

    (f) plant and maintain trees, shrubs and other vegetation within the Right of Way Area as the Transferee considers appropriate or necessary;

    (g) prune or remove trees, shrubs and other vegetation within the First Right of Way Area and clear the First Right of Way Area and keep it cleared of anything that that in the reasonable opinion of the Transferee may interfere with the function or operation of the Trail or otherwise interfere with any of the Transferee's rights under this Agreement; and

    (h) do all things necessary or incidental to the business and undertaking of the Transferee in connection with the foregoing.

3. The Transferor further grants and conveys to the Transferee, its successors and assigns in perpetuity the full, free, and uninterrupted easement and right of way over, upon and across the Second Right of Way Area as may be necessary to maintain and prevent damage to the Trail and to protect and restore the integrity and function of the Trail and for such purpose to:

    (a) to inspect, and undertake erosion prevention, mitigation and repair measures;

(b) enter and work upon, use, and to pass and repass (with or without machinery, vehicles, equipment and materials) along, over, under and upon the Second Right of Way Area;

(c) dig, excavate, alter, deposit, remove, and cover up the soil;

(d) plant and maintain trees, shrubs and other vegetation within as the Transferee considers appropriate or necessary to prevent, mitigate or repair the effects of erosion;

(e) construct and install such improvements and structures including, but not limited to, retaining walls to prevent, mitigate or repair the effects of erosion; and

(f) fell and remove dangerous trees as the Transferee may consider appropriate and necessary.

4. The Transferee covenants:

(a) to provide the Transferor with at least 48 hours prior notice before exercising its rights under section 3 with respect to the Second Right of Way Area;

(b) not to bury any debris or rubbish of any kind in excavations or backfill in the Right of Way Areas;

(c) to do the work that it is entitled to do under this Agreement in a workmanlike manner that is consistent with the covenants that are registered against title to the Land pursuant to section 219 of the *Land Title Act* in priority to this Agreement and concern drainage and geotechnical recommendations; and

(d) upon completion of any work that it is entitled to do under this Agreement, to remove all debris and rubbish from the surface of the Right of Way Areas.

5. The Transferor covenants not to:

(a) excavate or dig, nor permit any other person to excavate or dig, any well, hole, trench, ditch or excavation along or across the First Right of Way Area or place or remove any soil or other material of any kind or nature from the First Right of Way Area;

(b) erect, build, construct, place, install or maintain, nor permit any other person to erect, build, construct, place, install or maintain, any building, structure, improvement, soil, fill or material improvement in the First Right of Way Area;

(c) drive, park or allow any motorized vehicles upon or over the First Right of Way Area, except as allowed under section 2(e);

(d) plant or install any trees in the First Right of Way Area;

(e) do or permit to be done anything which will interfere with or impair the safety or operating efficiency of the Trail, create a danger or obstruct access to or on the Right of Way Areas by the Transferee and all persons entitled under this instrument to have access on, in, under, through or over the Right of Way Areas;

(f) do or permit to be done anything in the Right of Way Areas that may cause or contribute to erosion or other damage to the Trail; or

(g) carry out or permit any blasting on or adjacent to the Right of Way Areas,

without the prior written consent of the Transferee.

6. Without limiting the generality of section 5, the Transferor may not grant to any person, firm or corporation an easement, statutory right of way or other interest in land (other than financial charges) over the First Right of Way Area that may in the opinion of the Transferee adversely affect, interfere or impair the Transferee's rights under this Agreement without first obtaining the prior written consent of the Transferee, which consent will not be unreasonably withheld.

7. Except as provided in this Agreement, nothing will be interpreted so as to restrict or prevent the Transferor from using the Right of Way Areas in a manner which does not interfere with the security or efficient functioning of the Trail or unobstructed access to the Trail and the Right of Way Areas.

8. All chattels and fixtures installed by the Transferee on, in, under or through the Right of Way Areas will be and remain chattels notwithstanding any rule of law to the contrary and will at all times remain the property of the Transferee.

9. As a personal covenant in favour of the Transferor, the Transferee agrees to indemnify and save harmless the Transferor, its successors and assigns, from and against all Claims in respect of death, injury, loss or damage to any person or property caused by or arising out of the use of the Trail by the Transferee under this Agreement, except to the proportionate extent that the Claim was caused by or contributed to by the negligence or willful misconduct of the Transferor or any person for whom the Transferor is responsible at law. In the event the Transferor transfers its interest in the Land, then the indemnity in this section will be deemed to be assigned automatically to the party acquiring the Land and to each and every successor in interest in and to the Transferor's interest in the Land.

(a) Nothing contained or implied in this Agreement will prejudice or affect the Transferee's rights, powers, duties or obligations in the exercise of its functions pursuant to the Local Government Act, or any other Act of the legislature of British Columbia.

10. This Agreement will:

(a) enure to the benefit of and be binding upon the Transferor and Transferee and their respective successors, administrators and permitted assigns;

(b) charge the Land pursuant to section 218 of the *Land Title Act*; and

(c) run with the Land and will not be personal or binding on the parties to this Agreement except during such time as the parties have an interest in the Right of Way Areas.

11. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.

12. This Agreement will be governed by and construed according to the law of the Province of British Columbia.

13. Words importing the singular number include the plural number and vice versa.

14. If any provision of this instrument is determined by any court of competent jurisdiction to be illegal or unenforceable that provision will be severed from this instrument and the remaining provisions will continue in full force and effect.

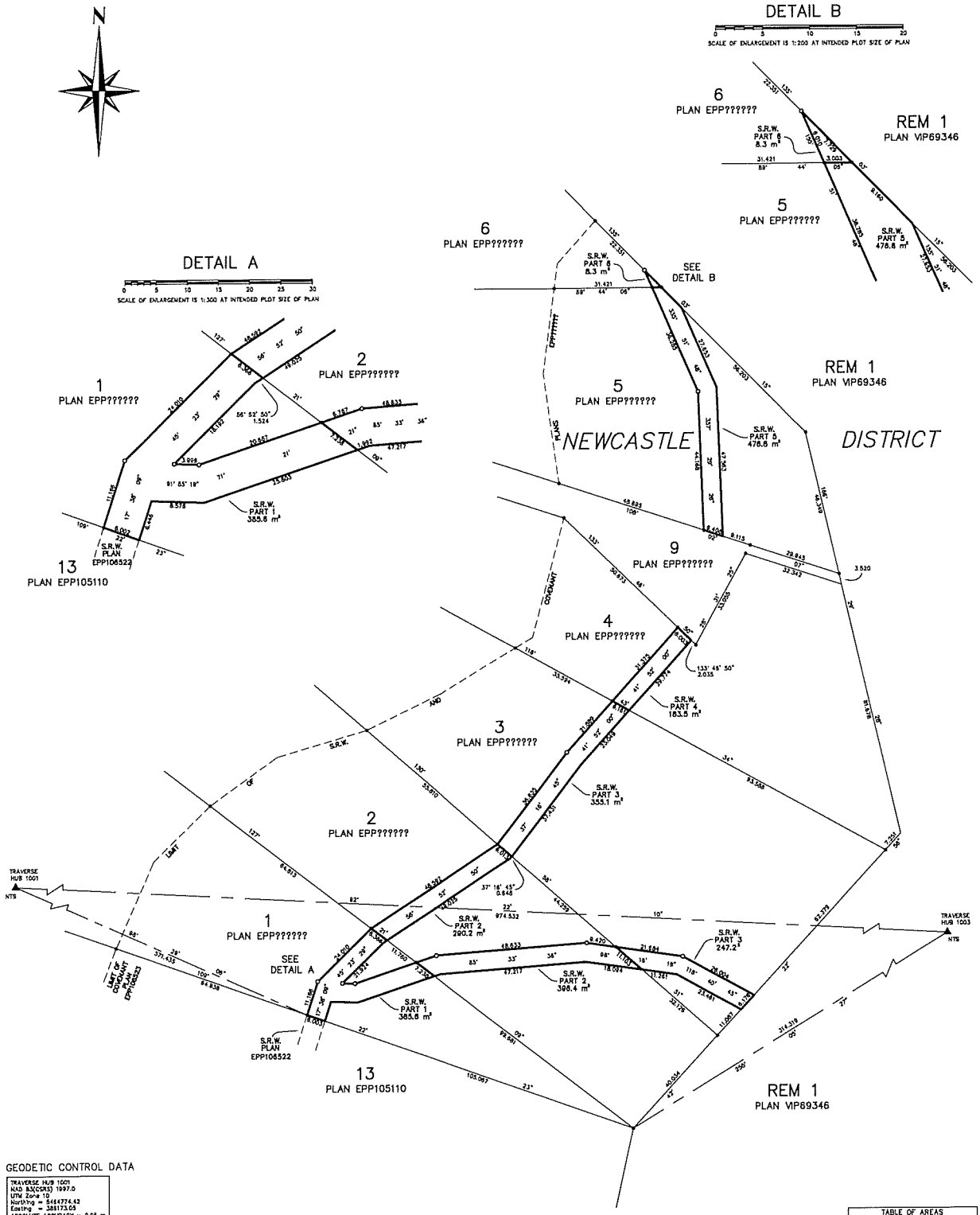
15. The attached Attachments "A" and "B" form part of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement in Item 8 of the General Instrument - Part 1 of *Land Title Act* Forms C and D.

# SKETCH PLAN OF STATUTORY RIGHTS OF WAY ON PARTS OF LOTS 1 – 6 INCLUSIVE, BLOCK 359, NEWCASTLE DISTRICT, PLAN EPP??????

Attachment "A"

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT
FOR PUBLIC ACCESS PURPOSES
B.C.G.S. 92F.038




## GEODETIC CONTROL DATA

| |
|---|
| TRAVERSE HUB 1001<br>NAD 83(CSRS) 1997.0<br>UTM Zone 10<br>Northing = 5464774.42<br>Easting = 388173.05<br>ABSOLUTE ACCURACY = 0.05 m. |
| TRAVERSE HUB 1003<br>NAD 83(CSRS) 1997.0<br>UTM Zone 10<br>NORTHING = 5464734.14<br>EASTING = 387148.50<br>ABSOLUTE ACCURACY = 0.05 m. |

## LEGEND

- ● DENOTES STANDARD IRON POST FOUND
- ○ DENOTES STANDARD IRON POST PLACED
- ▲ DENOTES TRAVERSE HUB
- NTS DENOTES NOT TO SCALE

GRID BEARINGS ARE DERIVED FROM DIFFERENTIAL DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM GNSS DUAL FREQUENCY BASELINES TIES TO CANADIAN ACTIVE CONTROL SYSTEM POINT M037000 (PTAL)

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999740. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 115 METRES.

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NANAIMO

| TABLE OF AREAS | |
|---|---|
| Description | Area |
| LOT 1 Plan EPP114058 | 385.8 m² |
| LOT 3 Plan EPP114058 | 858.8 m² |
| LOT 3 Plan EPP114058 | 602.3 m² |
| LOT 4 Plan EPP114058 | 183.5 m² |
| LOT 5 Plan EPP114058 | 478.8 m² |
| LOT 6 Plan EPP114058 | 8.3 m² |
| Total Area | 0.2343 ha |

ALL DIMENSIONS ARE IN METRES AND DECIMALS THEREOF

0 10 20 30 40 50 60

THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:600

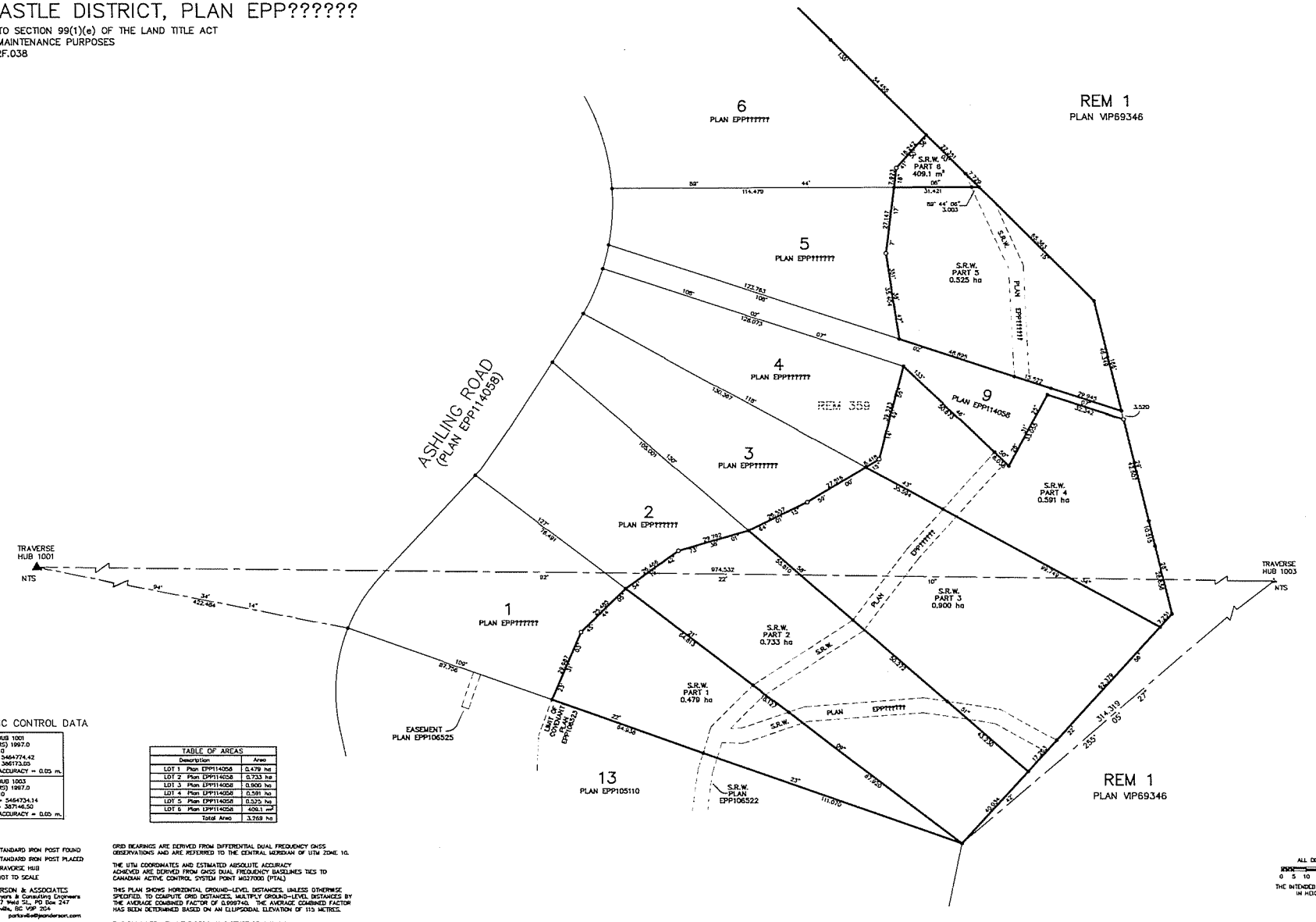
****SUBJECT TO FINAL SURVEY****


J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors & Consulting Engineers
# 203 – 177 Wesley St, PO Box 247
Parksville, BC V9P 2G4
250-248-5755 parksville@jeanderson.com


File : 81102-7

# SKETCH PLAN OF STATUTORY RIGHTS OF WAY ON PARTS OF LOTS 1 – 6 INCLUSIVE, BLOCK 359, NEWCASTLE DISTRICT, PLAN EPP??????

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT
FOR TRAIL MAINTENANCE PURPOSES
B.C.G.S. 92F.038




Attachment "B"

## GEODETIC CONTROL DATA

| |
|---|
| TRAVERSE HUB 1001<br>NAD 83(CSRS) 1997.0<br>UTM Zone 10<br>Northing = 5464774.42<br>Easting = 386173.03<br>ABSOLUTE ACCURACY = 0.05 m. |
| TRAVERSE HUB 1003<br>NAD 83(CSRS) 1997.0<br>UTM Zone 10<br>NORTHING = 5464734.14<br>EASTING = 387148.50<br>ABSOLUTE ACCURACY = 0.05 m. |

| TABLE OF AREAS | |
|---|---|
| Description | Area |
| LOT 1 Plan EPP114058 | 0.479 ha |
| LOT 2 Plan EPP114058 | 0.733 ha |
| LOT 3 Plan EPP114058 | 0.900 ha |
| LOT 4 Plan EPP114058 | 0.591 ha |
| LOT 5 Plan EPP114058 | 0.525 ha |
| LOT 6 Plan EPP114058 | 409.1 m² |
| Total Area | 3.769 ha |

## LEGEND

- ● DENOTES STANDARD IRON POST FOUND
- ○ DENOTES STANDARD IRON POST PLACED
- ▲ DENOTES TRAVERSE HUB

NTS DENOTES NOT TO SCALE


J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors & Consulting Engineers
# 203 – 177 Weld St., PO Box 247
Parksville, BC V9P 2G4
250-248-3703 parksville@jeanderson.com


File : 61102-8

GRID BEARINGS ARE DERIVED FROM DIFFERENTIAL DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM GNSS DUAL FREQUENCY BASELINES TIES TO CANADIAN ACTIVE CONTROL SYSTEM POINT MQ27000 (PTAL)

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES. UNLESS OTHERWISE SPECIFIED, TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999740. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 115 METRES.

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NANAIMO

ALL DIMENSIONS ARE IN METRES AND DECIMALS THEREOF

0 5 10 20 30 40 50 60 70 80

THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm IN WIDTH BY 560mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:700

***SUBJECT TO FINAL SURVEY***

SKETCH SUBDIVISION PLAN OF PART OF BLOCK 359, NEWCASTLE DISTRICT, EXCEPT PARCEL A (DD21980N) AND EXCEPT PLANS 41094, VIP54534, VIP54535, VIP57567, VIP64186, VIP64189, VIP64696, VIP66682, VIP67560, VIP69346, VIP69786, VIP73141, VIP75374, VIP77754, VIP80715, VIP83984, VIP86930, EPP53469, EPP66259, EPP66561 AND EPP105110; AND PART OF LOT 1; AND LOT 2; BOTH OF BLOCK 359, NEWCASTLE DISTRICT, PLAN VIP69346.

B.C.G.S. 92F.038

LEGEND

- ● DENOTES STANDARD IRON POST FOUND
- ○ DENOTES STANDARD IRON POST PLACED
- ▲ DENOTES TRAVERSE HUB
- NTS DENOTES NOT TO SCALE

GEODETIC CONTROL DATA

| | |
|---|---|
| TRAVERSE HUB 1001<br>NAD 83(CSRS) 1997.0<br>UTM Zone 10<br>Northing = 5484774.42<br>Easting = 386173.05<br>ABSOLUTE ACCURACY = 0.05 m. | |
| TRAVERSE HUB 1003<br>NAD 83(CSRS) 1997.0<br>UTM Zone 10<br>NORTHING = 5484734.14<br>EASTING = 387148.50<br>ABSOLUTE ACCURACY = 0.05 m. | |

A PLAN EPP53469

1 PLAN VIP69346

GALVIN DRIVE (VIP69346)

A PLAN VIP73141

REM 1 PLAN VIP69346

REM 2 PLAN VIP69346

ASHLING ROAD (DEDICATED AS ROAD) (0.876 ha)

7 1.00 ha

6 1.00 ha

5 1.00 ha

4 1.01 ha

9 0.270 ha

3 1.32 ha

2 1.20 ha

1 1.00 ha

8 7.97 ha

REM 359

SEE DETAIL A

DIP FOUND DISTURBED RESET TO BASE

BUILDING STRATA STRATA PLAN VIS5530

BUILDING STRATA STRATA PLAN VIS5214

BUILDING STRATA STRATA PLAN VIS5308

BUILDING STRATA STRATA PLAN VIS4886

BUILDING STRATA STRATA PLAN VIS5208

BUILDING STRATA STRATA PLAN VIS5238

BUILDING STRATA STRATA PLAN VIS5291

TRAVERSE HUB 1001

TRAVERSE HUB 1003

ROAD (PLAN VIP69346)

ASHLING ROAD (PLAN EPP105110)

EASEMENT PLAN EPP106525

14 PLAN EPP105110

13 PLAN EPP105110

DETAIL A

0 5 10 20 30 40 50

SCALE OF ENLARGEMENT IS 1:500 AT INTENDED PLOT SIZE OF PLAN

2 PLAN VIP69346

6

5

REM 359

PARK

4

3

ASHLING ROAD

REM 359

GRID BEARINGS ARE DERIVED FROM DIFFERENTIAL DUAL FREQUENCY GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM GNSS DUAL FREQUENCY BASELINES TIES TO CANADIAN ACTIVE CONTROL SYSTEM POINT (MIZ7000) (PTA).

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999740. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 115 METRES.

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NANAIMO

MOTI nDAS FILE: 2017-?????

A COVENANT IN THE NAME OF OF HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE PURSUANT TO SECTION 219 OF THE LAND TITLE ACT IS A CONDITION OF APPROVAL FOR THIS SUBDIVISION.

J.E. ANDERSON & ASSOCIATES
B.C. Land Surveyors & Consulting Engineers
# 203 – 727 West 2L, PO Box 247
Parksville, BC V9P 2G4
250-248-5733 parksville@jeanderson.com
File : 61102-6

ALL DIMENSIONS ARE IN METRES AND DECIMALS THEREOF

0 10 20 40 60 80 100

THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm IN WIDTH BY 560mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:1000

----SUBJECT TO FINAL SURVEY----

SHEET 1 OF 1

SCHEDULE "G"

# REGIONAL DISTRICT OF NANAIMO

## BYLAW NO. 1859

## A BYLAW TO AUTHORIZE THE EXCHANGE OF A PORTION OF LITTLE QUALICUM RIVER REGIONAL PARK FOR OTHER LAND TO BE USED FOR REGIONAL PARK PURPOSES AND THE CANCELLATION OF THE DEDICATION OF A PORTION OF LITTLE QUALICUM RIVER REGIONAL PARK AS REGIONAL PARK AND ITS DEDICATION AS HIGHWAY

WHEREAS pursuant to section 280 of the *Local Government Act,* a regional district, by bylaw adopted with the approval of the electors, may sell or exchange a regional park or regional trail for other land to be used for park purposes;

AND WHEREAS pursuant to section 278 of the *Local Government Act* and section 30 of the *Community Charter,* a regional district may, by bylaw adopted with approval of two thirds of the directors, dedicate land owned by the regional district as regional park or regional trail;

AND WHEREAS pursuant to section 278 of the *Local Government Act* and section 30 of the *Community Charter,* a regional district may, by bylaw adopted with approval of the electors, cancel or remove a reservation or dedication of land owned by the regional district as regional park or regional trail;

AND WHEREAS the Regional District of Nanaimo (the "Regional District") is the registered owner of certain lands situated and known as Little Qualicum River Regional Park and more particularly described as:

Parcel Identifier: 024-585-912
Legal Description: Lot 1, Block 359, Plan VIP 69346, Newcastle Land District

which was dedicated as regional park on the 23rd day of June, 2015 by adoption of Bylaw No. 1726 (the "Park");

AND WHEREAS the owner of land adjacent to the Park more particularly described as:

Parcel Identifier: 000-441-724
Legal Description: BLOCK 359, NEWCASTLE DISTRICT, EXCEPT PARCEL A (DD 21980N) AND EXCEPT PLANS 41094, VIP54534, VIP54535, VIP57567, VIP64186, VIP64189, VIP64696, VIP66682, VIP67560, VIP69346, VIP69786, VIP73141, VIP75374, VIP77754, VIP80715, VIP83984, VIP86930 EPP53469, EPP66259, EPP66561 and EPP105110

(the "Developer's Land")

wishes to acquire 0.25 hectares, more or less, of the Park in exchange for 0.27 hectares, more or less, of the Developer's Land;

NOW THEREFORE the Board of the Regional District of Nanaimo, in open meeting assembled, enacts as follows:

1. The Regional District shall exchange those portions of the Park comprising 0.25 hectares, more or less, identified as "Regional Park Closed Lot" on the drawing prepared by Timberlake-Jones Engineering, numbered 03-P4 Rev. H, dated March 16, 2022, (the "District Exchange Parcel"), a reduced copy of which is attached as Schedule 'A' to this Bylaw, for that portion of the Developer's Land comprising 0.27 hectares, more or less, identified as "Developer's Proposed Regional Park Parcel" on Schedule 'A' to this Bylaw (the "Developer Exchange Parcel").

2. The dedication as regional park of the District Exchange Parcel is hereby cancelled and removed.

3. The dedication as regional park of that portion of the Park comprising 149 m2, more or less, identified as "Regional Park Proposed Road" on the drawing prepared by Timberlake-Jones Engineering, numbered 03-P4 Rev. H, dated March 16, 2022, (the "Regional Park Proposed Road"), a reduced copy of which is attached as Schedule 'A' to this Bylaw, is hereby cancelled and removed and the Regional District is hereby authorized to dedicate the Regional Park Proposed Road as highway in accordance with section 107 of the *Land Title Act*.

4. The Developer Exchange Parcel shall be used for regional park purposes and shall vest in the Regional District of Nanaimo and be reserved for the purpose of regional park.

5. The District Exchange Parcel shall be transferred to the Developer free of any dedication to the public for the purpose of a park.

6. This bylaw shall be cited as "Regional District of Nanaimo Little Qualicum River Regional Park Exchange Bylaw No. 1859, 2022."

Introduced and read three times this __ day of _____, 20__.

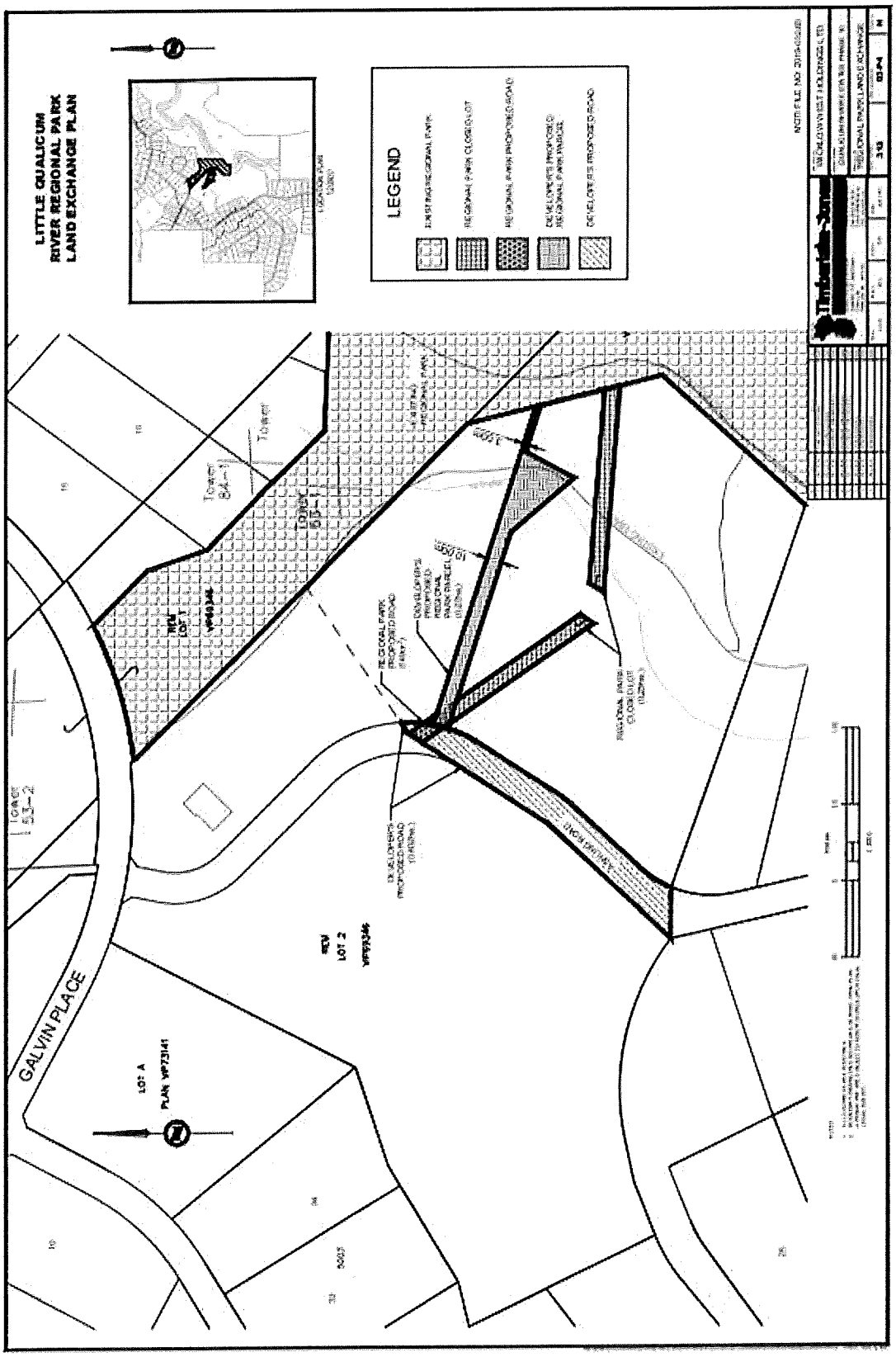
Approval of the electors obtained by alternative approval process this __ day of _____, 20__.

Adopted this __ day of _____, 20__.

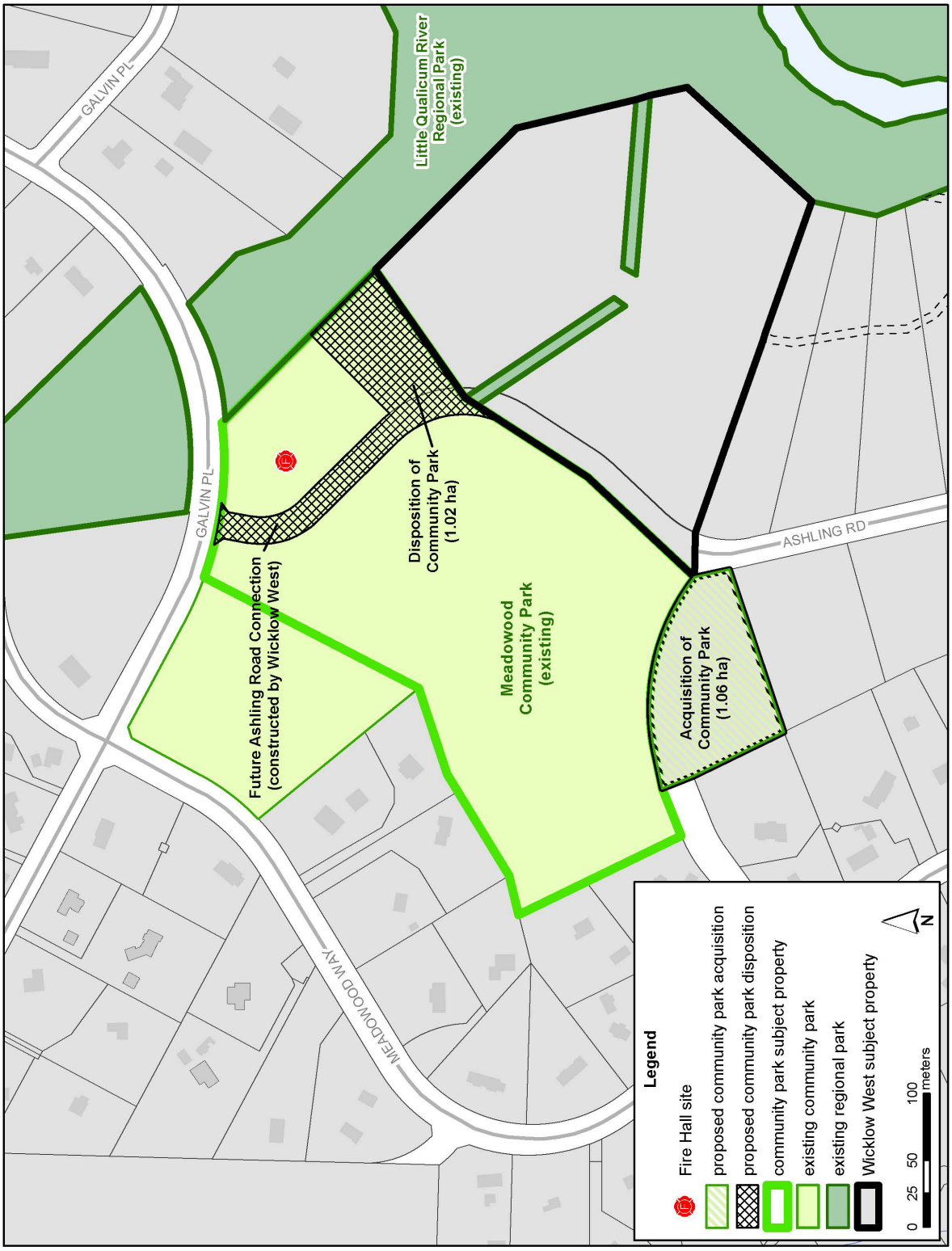
_____ _____

CHAIR CORPORATE OFFICER

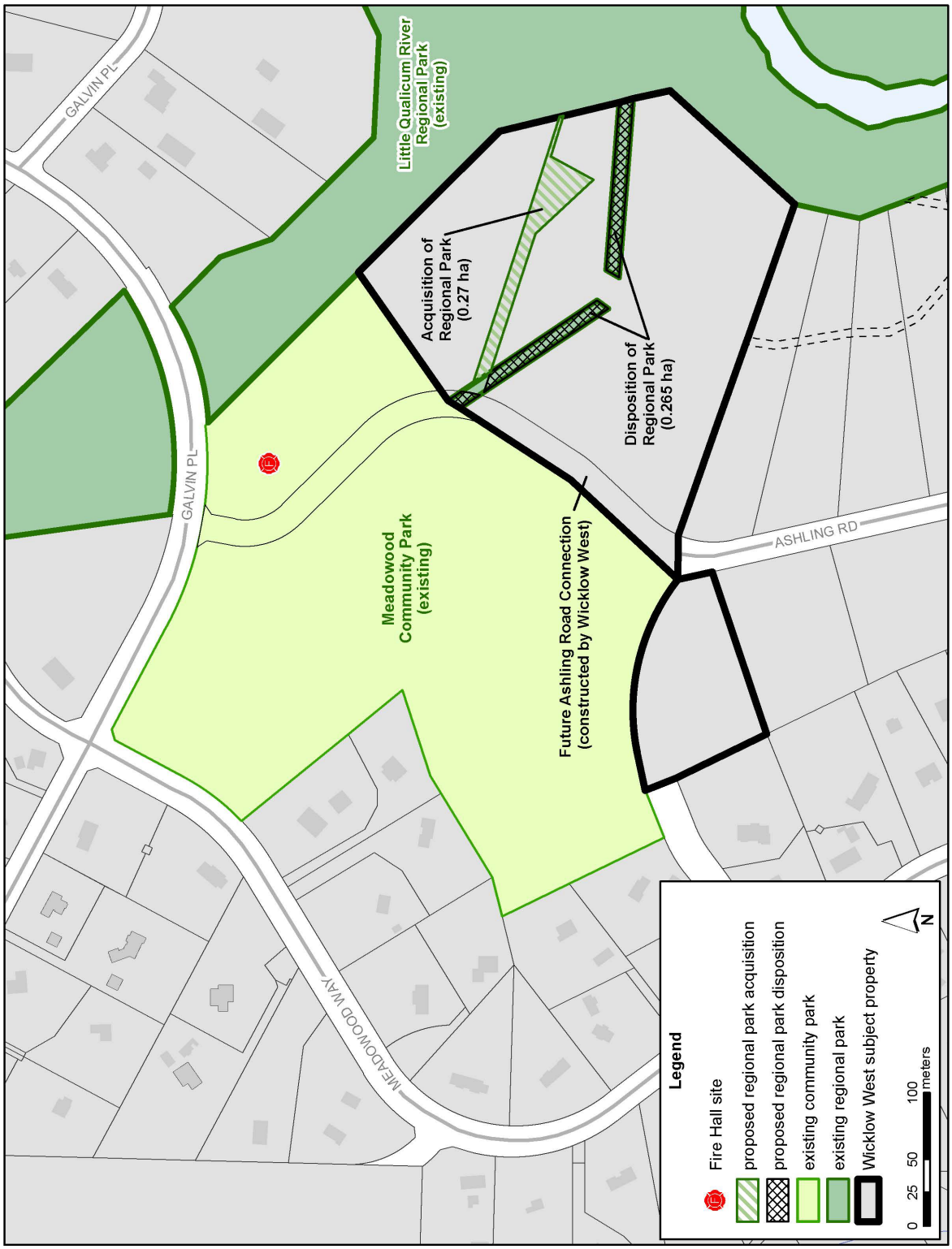
**Schedule 'A'**


LITTLE QUALICUM
RIVER REGIONAL PARK
LAND EXCHANGE PLAN
LEGEND
GALVIN PLACE
LOT A
PLAN VIP73141
NEW
LOT 1
NEW
LOT 2
Lot 53-1
Lot 53-2
Lot 84-1
Lot 85-1

**Attachment 3**
**Meadowood CP Land Exchange Plan**



**Attachment 4**
**Little Qualicum River RP Land Exchange Plan**



Attachment 5

Bylaw No. 1859, 2022

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**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1859**

**A BYLAW TO AUTHORIZE THE EXCHANGE OF A PORTION OF LITTLE QUALICUM RIVER REGIONAL PARK FOR OTHER LAND TO BE USED FOR REGIONAL PARK PURPOSES AND THE CANCELLATION OF THE DEDICATION OF A PORTION OF LITTLE QUALICUM RIVER REGIONAL PARK AS REGIONAL PARK AND ITS DEDICATION AS HIGHWAY**

WHEREAS pursuant to section 280 of the *Local Government Act,* a regional district, by bylaw adopted with the approval of the electors, may sell or exchange a regional park or regional trail for other land to be used for park purposes;

AND WHEREAS pursuant to section 278 of the *Local Government Act* and section 30 of the *Community Charter,* a regional district may, by bylaw adopted with approval of two thirds of the directors, dedicate land owned by the regional district as regional park or regional trail;

AND WHEREAS pursuant to section 278 of the *Local Government Act* and section 30 of the *Community Charter,* a regional district may, by bylaw adopted with approval of the electors, cancel or remove a reservation or dedication of land owned by the regional district as regional park or regional trail;

AND WHEREAS the Regional District of Nanaimo (the "Regional District") is the registered owner of certain lands situated and known as Little Qualicum River Regional Park and more particularly described as:

Parcel Identifier: 024-585-912
Legal Description: Lot 1, Block 359, Plan VIP 69346, Newcastle Land District

which was dedicated as regional park on the 23rd day of June, 2015 by adoption of Bylaw No. 1726 (the "Park");

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Legal Description: BLOCK 359, NEWCASTLE DISTRICT, EXCEPT PARCEL A (DD 21980N) AND EXCEPT PLANS 41094, VIP54534, VIP54535, VIP57567, VIP64186, VIP64189, VIP64696, VIP66682, VIP67560, VIP69346, VIP69786, VIP73141, VIP75374, VIP77754, VIP80715, VIP83984, VIP86930 EPP53469, EPP66259, EPP66561 and EPP105110

(the "Developer's Land")

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4. The Developer Exchange Parcel shall be used for regional park purposes and shall vest in the Regional District of Nanaimo and be reserved for the purpose of regional park.

5. The District Exchange Parcel shall be transferred to the Developer free of any dedication to the public for the purpose of a park.

6. This bylaw shall be cited as “Regional District of Nanaimo Little Qualicum River Regional Park Exchange Bylaw No. 1859, 2022.”

Introduced and read three times this __ day of _____, 20__.

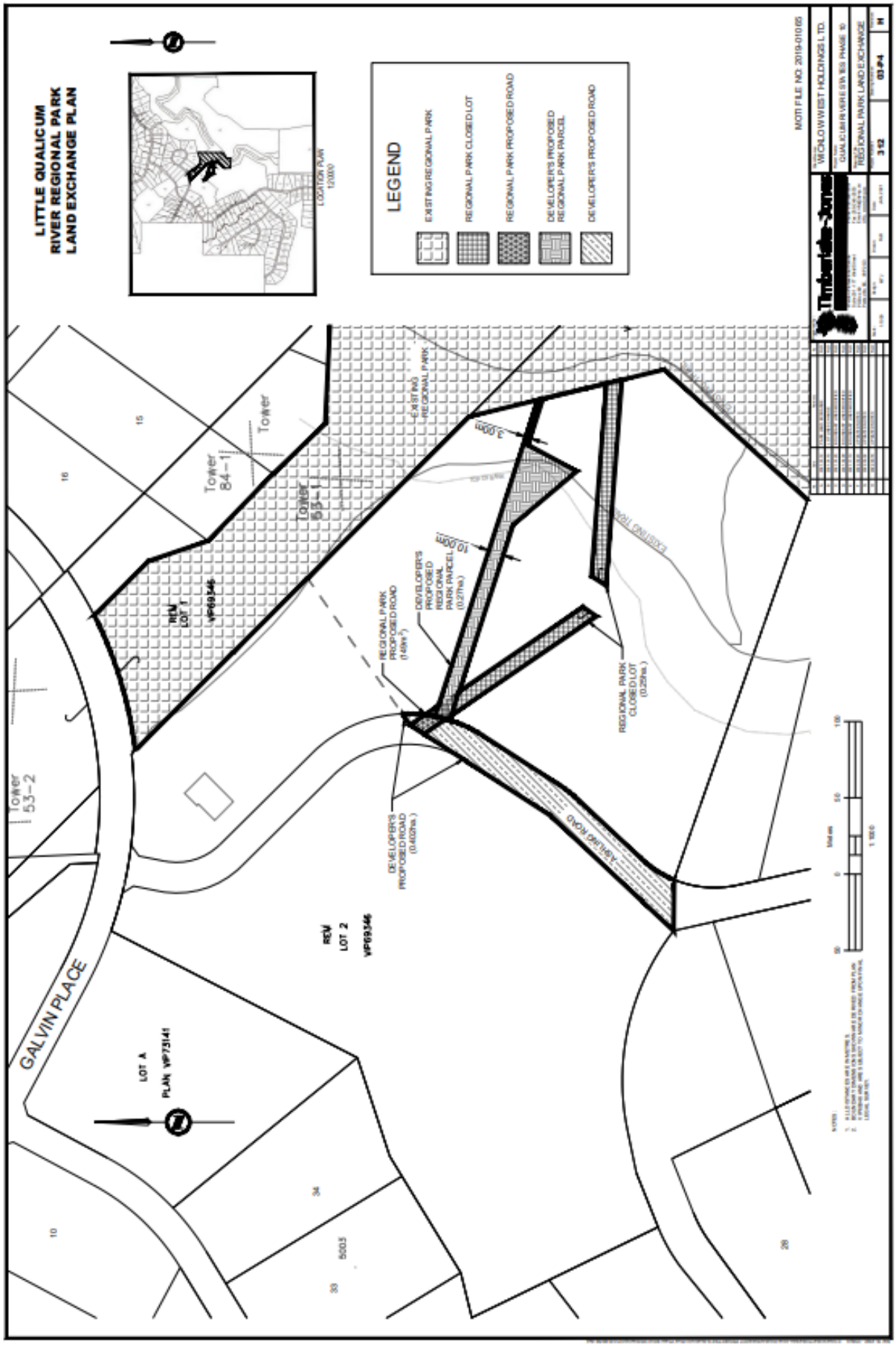
Approval of the electors obtained by alternative approval process this __ day of _____, 20__.

Adopted this __ day of _____, 20__.

CHAIR

CORPORATE OFFICER

**Schedule 'A'**


LITTLE QUALICUM
RIVER REGIONAL PARK
LAND EXCHANGE PLAN
LOCATION PLAN
1:20000
LEGEND
EXISTING REGIONAL PARK
REGIONAL PARK CLOSED LOT
REGIONAL PARK PROPOSED ROAD
DEVELOPER'S PROPOSED REGIONAL PARK PARCEL
DEVELOPER'S PROPOSED ROAD
MOTI FILE NO: 2019-01065
WICKLOW WEST HOLDINGS LTD.
QUALICUM BEACH
REGIONAL PARK LAND EXCHANGE
312
03#4
Timberlake Jones
Tower 84-1
Tower 55-1
Tower 53-2
EXISTING REGIONAL PARK
3.000m
10.000m
REGIONAL PARK PROPOSED ROAD (1.49m²)
DEVELOPER'S PROPOSED REGIONAL PARK PARCEL (0.27ha.)
REGIONAL PARK CLOSED LOT (0.22ha.)
DEVELOPER'S PROPOSED ROAD (0.402ha.)
Ashland Road
GALVIN PLACE
REM LOT 1 VIP69346
REM LOT 2 VIP69346
LOT A PLAN VIP73141
5003
15
16
10
34
30
28

**Attachment 7**
**Proposed Meadowood CP and Little Qualicum River RP and Trail Plan**

