

MEMORANDUM OF AGREEMENT, made the 19th day of September,
in the year of our Lord one thousand nine hundred and seventy-three:

BETWEEN:

HAMILTON M. (MACK) LAING, Naturalist, of
1431 Comox Avenue, Comox, in the Province of
British Columbia,

hereinafter called "the Grantor"
OF THE FIRST PART

A N D:

THE CORPORATION OF THE TOWN OF COMOX, a Municipal
Corporation, of Comox, in the Province of British
Columbia,

hereinafter called "the Grantee"
OF THE SECOND PART

WHEREAS by Deed of Transfer of even date herewith, the
Grantor has given and granted to the Grantee by way of gift, in trust,
in perpetuity, as a public nature park, for recreation and conservation
purposes, all and singular the parcel or tract of land and premises situate,
lying and being in Comox Assessment District, in the Province of British
Columbia, being more particularly known and described as:

Lot two (2), District Lot eighty-seven (87), Comox
District, Plan 3387, EXCEPT that part thereof included
within the boundaries of Plan 16634,

subject to reservations of minerals in favour of Esquimalt and Nanaimo
Railway Company, registered under Charge No. 46170-G, and subject to
certain conditions as to the said trust and the said use of the said
property, as set forth in the said deed of transfer;

AND WHEREAS the said grant was made subject to certain other conditions, which it is desired by the parties hereto should be set forth in writing, to be read with and considered part of the agreement made between the parties hereto, the terms of the said agreement to be set forth in their entirety in the said deed of transfer hereinbefore referred to and in this instrument:

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the grant made by virtue of the said Deed of Transfer hereinbefore referred to, the Grantee has covenanted, promised and agreed and by these presents does covenant, promise and agree to and with the Grantor as follows:

1. THAT from and after the date hereof, and for as long as the Grantor shall live, the Grantor shall have and enjoy and be entitled to the absolute and unfettered use of the said property, without the payment of any sum whatsoever therefor, either by way of rent or for taxes or otherwise howsoever.

4. THAT the Grantee shall indemnify the Grantor and forever save him and his estate protected and harmless from and against:

- (i) The payment of any taxes assessed against the said property for as long as the Grantor shall live,
- (ii) From the payment to the Province of British Columbia or to any other governmental body of any Gift Tax ^{or other tax} in respect of the said transfer by way of gift of the said property, and
- (iii) In the event of the Grantor's death within the period of three years from and after the effective date of the said gift or at any time thereafter, from the payment to the Province of British Columbia, or to any other governmental body, of any succession duty or probate fees in respect of the said property, the subject of the said gift.

AND the foregoing covenant of indemnity shall extend to and include the payment by the Grantee of any costs and expenses which may or might be incurred by the Grantor in respect of any claim made against him or his estate for the payment of any taxes, gift tax, succession duties and probate fees as aforesaid.

The covenants, promises and agreements of the Grantee set forth herein shall enure to the benefit of the Grantor and his estate, and shall bind the Grantee, its successors and assigns.

AND the parties hereto acknowledge that the terms of the agreement made between them as to the said property are fully set forth in the said deed of transfer hereinbefore referred to, and in this instrument.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal, and the Grantee has caused its corporate seal to be hereunto affixed by and under the signatures of its officers duly authorized, at Comox aforesaid, the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the Grantor, in the presence
of: *W. H. Cardin*
477 Cumberland Road,
Courtenay, B.C.,
Solicitor.

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Hamilton N. Laing
Hamilton N. Laing



THE CORPORATE SEAL OF THE CORPORATION OF THE TOWN OF COMOX, was hereunto affixed, in the presence of:

B. J. Merril, Mayor
Res. Lewis Municipal Clerk