

Province of  
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 6 Pages

ADDITIONAL REGISTRY  
10330

1. APPLICATION: (Name, Address, phone number and signature of applicant, applicant's solicitor or agent)  
MORELLI CHERTKOW, Barristers & Solicitors  
300, 180 Seymour Street, Kamloops, BC V2C 2E3  
Ph: (250) 374-3344

Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*  
(PID) (LEGAL DESCRIPTION)

Lots 36-79, DL 530, KDYD  
Plan KAP 79399

3. NATURE OF INTEREST: \* DOCUMENT REFERENCE PERSON ENTITLED TO  
DESCRIPTION (Page and Paragraph) INTEREST

Section 219 Covenant Entire Instrument Transferee  
Pages 2 to 5

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

- (a) Filed Standard Charge Terms  D.F. No.
- (b) Express Charge Terms  Annexed as Part 2
- (c) Release  There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as charge on the land described in Item 2.

5. TRANSFEROR(S) : \*  
NICOLA LAKESHORE ESTATES INC. (Inc. No.470906), 300-180 Seymour Street, Kamloops, BC V2C 2E3

6. TRANSFEREE(S) : (postal address(es) and postal code(s))  
~~HER MAJESTY THE QUEEN IN THE RIGHT OF THE GOVERNMENT OF CANADA, as represented the Area Chief, Habitat Branch, Fisheries and Oceans Canada, 985 McGill Place, Kamloops, BC, V2C 6X6, the THE THOMPSON NICOLA REGIONAL DISTRICT, 300 - 456 Victoria Street, Kamloops, BC, V2C 2A9 and the MINISTRY OF ENVIRONMENT 1259 Dalhousie Drive, Kamloops, BC V2C 5Z5~~

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS: N/A

8. EXECUTION(S) : \*\*This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

SCOTT HUYGHEBAERT  
Barrister & Solicitor  
300 - 180 Seymour St.  
Kamloops, B.C. V2C 2E3

Execution Date

Y	M	D
05	09	16

Transferor(s) Signature(s)  
NICOLA LAKESHORE ESTATES INC.  
by its authorized signatory:

  
FRANK RIZZARDO

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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

Schedule

---

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

**6. TRANSFEREE(S):**

**THE CROWN IN RIGHT OF CANADA,  
C/O AREA CHIEF, HABITAT BRANCH, FISHERIES AND OCEANS  
CANADA, 985 McGill Place, Kamloops, BC, V2C 6X6**

**And**

**THOMPSON-NICOLA REGIONAL DISTRICT, 300-456 Victoria Street,  
Kamloops, BC V2C 2A9**

**And**

**THE CROWN IN RIGHT OF BRITISH COLUMBIA  
C/O MINISTRY OF ENVIRONMENT, 1259 Dalhousie Drive, Kamloops,  
BC V2C 5Z5**

TERMS OF INSTRUMENT - PART 2  
FISHERY PROTECTION COVENANT

WHEREAS the Transferor is the fee simple owner of the hereinbefore described lands and premises as shown in paragraph 2 of Form "C" (hereinafter called the "Lands").

AND WHEREAS THOMPSON NICOLA REGIONAL DISTRICT and the Approving Officer for the MINISTRY OF TRANSPORTATION AND HIGHWAYS is first required with respect to the Transferor's proposed subdivision of the Lands, and as a condition of such consent, they require a covenant to be charged against the Lands in priority to any financial charges pursuant to Section 219 of the Land Title Act, Chapter 250, R.S.B.C., 1996 which Covenant is for the purposes of maintaining the productivity of the natural lakeshore ecosystem and to protect the associated fish habitat, including stream side vegetation and various foreshore areas which may also be vegetated;

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor, and receipt of which is hereby acknowledged, and for other good and valuable consideration, the Transferor and all persons claiming under him agree to the following restriction.

1. No native vegetation or "natural features", including standing dead trees, logs and driftwood, within thirty (30) metres of the natural boundary of Nicola Lake shall be disturbed, removed or degraded nor shall any development occur which precludes the growth of native vegetation, nor shall any herbicides, pesticides or chemical fertilizers be used within such area except with the authorization of the Department of Fisheries and Oceans.

2. Planting of vegetation outside of the thirty(30) metre zone shall be limited to xeric native species.
3. Notwithstanding the provisions of paragraphs 1 and 2 above, vegetation may be removed within 30 metres of the natural boundary of Nicola Lake in order to create a shoreline access trail, a maximum of one such trail per residential lot, not to exceed 1.5 metres in width and a max of two trails per commercial lot not to exceed 3 meters each . The Transferor covenants that in constructing any such trail, no trees greater than 20 cm. in diameter at breast height be removed or lost. Such trail is to be constructed manually, without the use of heavy equipment. Such trail need not be straight, but shall be designed to minimize overall impact. No boat ramps shall be built on the Lands, Commercial and Residential lots shall use the common ramp provided at the foot of the road right of way known as Waterside Trail.
4. The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns hereby indemnifies and saves harmless the Transferee and its employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or the Transferee or any of their employees, servants, or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in this agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by any matter or thing addressed in the preceding paragraphs as the subject matter of this restrictive covenant.

5. The Transferor's covenants contained in this agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, his heirs, executors, administrators, successors and assigns.

Page 4

6. Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor, including their heirs, executors, administrators, successors and assigns, or the Lands under any law, by-law, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Transferee as if this agreement had not been made by the parties.
7. The Transferor or any of his heirs, executors, administrators and assigns, as the case may be, shall give written notice of this agreement to any person to whom he proposes to dispose of the Lands or any part thereof, which notice shall be received by that person prior to such disposition.
8. For the purposes of this paragraph, the word "dispose" shall have the meaning given to it under Section 29 of the Interpretation Act.
9. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
10. If any section or any part of this agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this agreement and the remaining sections or parts of this agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this agreement.

11. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

Page 5

12. The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this agreement.

13. The parties agree that the Transferee is not responsible to inspect the Lands or to otherwise insure compliance with this agreement, nor is the Transferee required to remedy a default of this agreement and a failure to enforce this agreement by the Transferee shall not constitute a waiver of its rights hereunder.

Approved under the Land Title Act on the 17<sup>th</sup> day of October, 2005

David Leber

APPROVING OFFICER

END OF DOCUMENT

Sch 16

LAND TITLE ACT  
FORM C  
(Section 219.81)

-7 NOV 2005 14 27

KX160026

Province of  
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 5 Pages

ABSTRACT REGISTRY  
10339

1. APPLICATION: (Name, Address, phone number and signature of applicant, applicant's solicitor or gent)  
MORELLI CHERTKOW, Barristers & Solicitors  
300-180 Seymour Street, Kamloops, BC V2C 2E3  
Phone #1-250-374-3344  
FILE #18424006 NICOLA LAKESHORE ESTATES INC. SH/cg  
LTO CLIENT No. 10337

PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*  
(LEGAL DESCRIPTION)  
(PID)  
No PID Lots 1-79 District Lot 530 KDYD  
Plan 79399

3. NATURE OF INTEREST: * DESCRIPTION	DOCUMENT REFERENCE (Page and Paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument Pages 2 to 5	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)  
(a) Filed Standard Charge Terms  D.F. No.  
(b) Express Charge Terms  Annexed as Part 2  
(c) Release  There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected the charge described in item 3 is released or discharged as charge on the land described in item 2.

5. TRANSFEROR(S):  
NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906)

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

or THOMPSON-NICOLA REGIONAL DISTRICT, #300-465 Victoria Street, Kamloops, BC V2C 2A9 and  
~~MINISTRY OF TRANSPORTATION, 441 Columbia Street, Kamloops, BC V2C 2T3~~

7. ADDITIONAL OR MODIFIED TERMS: \* N/A

8. EXECUTION(S) : \*\* This instrument creates, assigns, modifies, enlarges, discharge or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Execution Date

Officer Signature(s)

(as to all signatures)  
SCOTT HUYGHEBAERT  
Barrister & Solicitor  
300 - 180 Seymour St.  
Kamloops, B.C. V2C 2E3

Y	M	D
05	09	16

Transferor(s) Signature(s)

NICOLA LAKESHORE ESTATES INC.  
By its authorized  
signatory (yes)

  
Name: Frank Rizzardo

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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

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

TERMS OF INSTRUMENT - PART 2  
WILDLAND INTERFACE COVENANT

WHEREAS the Transferor is the fee simple owner of the hereinbefore described lands and premises as shown in paragraph 2 of Form "C" (hereinafter called the "Lands").

AND WHEREAS the consent of the Approving Officer for the Ministry of Transportation is first required with respect to the Transferor's proposed subdivision of the Lands, and as a condition of such consent, they require a covenant to be charged against the Lands in priority to any financial charges pursuant to Section 219 of the Land Title Act, Chapter 250, R.S.B.C., 1996 which covenant is for the purpose of preventing any use of the lands unless certain conditions have been complied with and to ensure potential purchasers are made aware of urban/wildland interface issues and the ongoing role that property owners must assume to protect their housing investment;

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor, and receipt of which is hereby acknowledged, and for other good and valuable consideration, the Transferor and all persons claiming under him agree to use the Lands only in accordance with the following restrictions.

1. The Lands shall not be built upon unless:
  - (a) All roofing materials and installation requirements meet the Class "B" fire rating requirements contained within the current B.C. Building Code;
  - (b) Fuel-reduced buffers around individual homes from the house to the property boundary, or 10m. in distance, whichever is the lesser, are maintained. In this respect, fuel-reduced shall mean the area may contain natural tree cover in locations approved by the Thompson-Nicola Regional District, but the owner must landscape and maintain the area with the intent of eliminating the accumulation of combustible debris; and



- (c) All eaves, attics, decks and openings under floors are screened to prevent the accumulation of flammable material.
- (d) All wood burning appliances are to be installed with approved spark arresters.

The Covenantor shall register this covenant as a charge on the property in priority to all financial charges, and proof of its registration must be provided to the Thompson-Nicola Regional District.

The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns hereby indemnifies and saves harmless the Transferee and its employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or the Transferee or any of their employees, servants, or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in this agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by any matter or thing addressed in the preceding paragraphs as the subject matter of this restrictive covenant.

The Transferor's covenants contained in this agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, his heirs, executors, administrators, successors and assigns.

Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor, including their heirs, executors, administrators, successors and assigns, or the Lands under any law, by-law, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Transferee as if this agreement had not been made by the parties.

The Transferor or any of his heirs, executors, administrators and assigns, as the case may be, shall give written notice of this agreement to any person to whom he proposes to dispose of the Lands or any part thereof, which notice shall be received by that person prior to such disposition. For the purposes of this paragraph, the word "dispose" shall have the meaning given to it under Section 29 of the Interpretation Act.

Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.

If any section or any part of this agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this agreement and the remaining sections or parts of this agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this agreement.

Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this agreement.

The parties agree that the Transferee is not responsible to inspect the Lands or to otherwise insure compliance with this agreement, nor is the Transferee required to remedy a default of this agreement and a failure to enforce this agreement by the Transferee shall not constitute a waiver of its rights hereunder.

Approved under the Land Title Act on the 17<sup>th</sup> day of *October*, 2005

*Daniel Lober*  
Approving Officer

**END OF DOCUMENT**



Sch 17

LAND TITLE ACT  
FORM C  
(Section 233(1))

11 JUN 2007 12 13

LB066486

Province of British Columbia

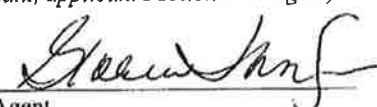
Page 1 of 4 pages

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

ABSTRACT REGISTRY  
10350

1. APPLICATION: (Name, Address, phone number and signature of applicant, applicant's solicitor or agent)  
MORELLI CHERTKOW, Barristers & Solicitors  
#300, 180 Seymour Street, Kamloops, BC V2C 2E3  
Ph: (250) 374-3344 File No. 18424170 SH/cg  
LTO Client No. 10337

  
Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:\*  
(PID) (LEGAL DESCRIPTION)  
SEE SCHEDULE

NATURE OF INTEREST:* DESCRIPTION	DOCUMENT REFERENCE (Page and Paragraph)	PERSON ENTITLED TO INTEREST
Modification of Covenant KX160024	Entire Document	Grantee

4. TERMS: Part 2 of this instrument consists of (select one only)  
(a) Filed Standard Charge Terms D.F. No. 01 07/06/11 12:17:41 01 KL 998988  
(b) Express Charge Terms X Annexed as Part 2 CHARGE \$65.65  
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as charge on the land described in Item 2.

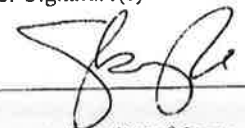
5. TRANSFEROR(S):\* NICOLA LAKESHORE ESTATES INC. (INC. NO. BC0470906)

6. TRANSFEREE(S): [postal address(es) and postal code(s)] THE CROWN IN RIGHT OF BRITISH COLUMBIA c/o MINISTER OF TRANSPORTATION, 441 Columbia Street, Kamloops, BC V2C 2T3 and the THOMPSON NICOLA REGIONAL DISTRICT, 300-456 Victoria Street, Kamloops, BC V2C 2A9

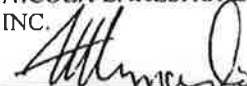
7. ADDITIONAL OR MODIFIED TERMS:N/A

8. EXECUTION(S):\*\* This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Execution Date

Officer Signature(s)  
  
SKY A. ANDERSON  
Barrister & Solicitor  
300 - 180 SEYMOUR STREET  
KAMLOOPS, BC V2C 2E3  
(250) 374 3344

Y	M	D
2007	04	03

Transferor(s) Signature(s)  
NICOLA LAKESHORE ESTATES  
INC.  
  
FRANK RIZZARDO

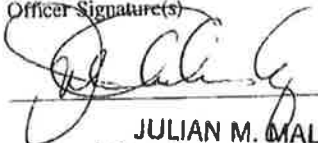
OFFICER CERTIFICATION

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1996 c. 124 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument  
\* If space insufficient, enter "SEE SCHEDULE" attach schedule in Form E.  
\*\* If space insufficient, continue executions on additional page(s) in Form D

LAND TITLE ACT  
FORM D

**EXECUTIONS CONTINUED**

Officer Signature(s)



**JULIAN M. MALINSKY**  
A Commissioner for taking Affidavits  
for British Columbia  
441 Columbia Street  
Kamloops, BC V2C 2T3  
(as to all signatures)

Execution Date

Y M D  
2007 05 25

Transferor(s) Signature(s)

**THE CROWN IN RIGHT OF BRITISH  
COLUMBIA c/o MINISTER OF  
TRANSPORTATION,**



Name: DAVID LOBO

Name:

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT  
FORM D

**EXECUTIONS CONTINUED**

Officer Signature(s)	Execution Date
	Y M D

E. Cornwell      2007 04 04

**ELIZABETH CORNWELL**  
 Commissioner for Taking Affidavits  
 in the Province of British Columbia  
 Thompson 17  
 300-465 Victoria Street  
 Kamloops, BC V2C 2A9

(as to all signatures)

ELIZABETH CORNWELL  
 300-465 VICTORIA ST  
 KAMLOOPS BC V2C 2A9  
 A COMMISSIONER FOR  
 TAKING AFFIDAVITS IN BC.

Transferor(s) Signature(s)  
**THOMPSON NICOLA REGIONAL  
 DISTRICT**

[Signature]  
 Name: J. R. (Jim) McBride  
 Clerk/Director of Community Services  
 Thompson-Nicola Regional District

**OFFICER CERTIFICATION:**  
 Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT  
FORM E

**SCHEDULE**

PAGE 4

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*  
(PID) (LEGAL DESCRIPTION)

026-485-621	Lot 68 DL 530 KDYD Plan KAP79399
026-485-630	Lot 69 DL 530 KDYD Plan KAP79399
026-485-648	Lot 70 DL 530 KDYD Plan KAP79399
026-485-656	Lot 71 DL 530 KDYD Plan KAP79399
026-485-664	Lot 72 DL 530 KDYD Plan KAP79399
026-485-672	Lot 73 DL 530 KDYD Plan KAP79399
026-485-681	Lot 74 DL 530 KDYD Plan KAP79399
026-485-699	Lot 75 DL 530 KDYD Plan KAP79399
026-485-702	Lot 76 DL 530 KDYD Plan KAP79399
026-485-711	Lot 77 DL 530 KDYD Plan KAP79399
026-485-729	Lot 78 DL 530 KDYD Plan KAP79399
026-485-737	Lot 79 DL 530 KDYD Plan KAP79399

**WHEREAS:**

- A: Section 219 Covenant KX160024 was registered against the title to certain lands to notify prospective owners of the dangers of flooding.
- B. The Transferee has determined that the flood plain elevation referred to in the Section 219 Covenant may be modified.
- C. The Transferor and Transferee agree to modify the Section 219 Covenant as set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties in consideration of the mutual Covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree as follows:

- 1. The reference to "348.04 metres" in paragraph 2 of Section 219 Covenant KX160024 be deleted and replaced with the words "627.9 metres".
- 2. In all other respects Section 219 Covenant KX160024 shall remain unchanged.

All provisions and covenants of Section 219 Covenant KX160024 shall continue in full force and effect except insofar as they are modified by this Modification.

This Modification shall enure to the benefit of and be binding upon the parties thereto and their respective heirs, administrators, successors and assigns.

**END OF DOCUMENT**



50417

LAND TITLE ACT  
FORM C  
(Section 219.81)

-7 NOV 2005 14 27

KX160024

Province of  
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 5 Pages

ABSIKACI KEUISIKI  
10330

1. APPLICATION: (Name, Address, phone number and signature of applicant, applicant's solicitor or agent)  
MORELLI CHERTKOW, Barristers & Solicitors  
300, 180 Seymour Street, Kamloops, BC V2C 2E3  
Ph: (250) 374-3344 18424170 SEH/cg  
Client 10337 Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*  
(PID) (LEGAL DESCRIPTION)  
No. PID ~~AM XXXXXXXXX~~ Lots 68-79 of District Lot 530 KDYD  
Plan KAP 79399

3. NATURE OF INTEREST: * DESCRIPTION	DOCUMENT REFERENCE (Page and Paragraph) Entire Instrument Pages	PERSON ENTITLED TO INTEREST Transferee
Section 219 Covenant	2 to 5	

4. TERMS: Part 2 of this instrument consists of (select one only)  
(a) Filed Standard Charge Terms  D.F. No.  
(b) Express Charge Terms  Annexed as Part 2  
(c) Release  There is no Part 2 of this instrument

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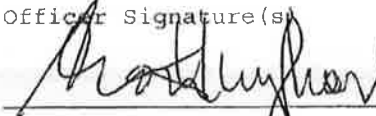
5. TRANSFEROR(S):  
NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906)

6. TRANSFEREE(S): (postal address(es) and postal code(s))  
~~BY~~ MINISTER OF TRANSPORTATION, 441 Columbia Street, Kamloops, BC V2C 2T3  
THE CROWN IN RIGHT OF BRITISH COLUMBIA C/  
THOMPSON NICOLA REGIONAL DISTRICT, 300-456 Victoria Street, Kamloops, BC V2C 2A9


7. ADDITIONAL OR MODIFIED TERMS: N/A

8. EXECUTION(S): \*\*This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Execution Date

Officer Signature(s)  
  
SCOTT HUYGHEBAERT  
Barrister & Solicitor  
300 - 180 Seymour St  
Kamloops, B.C. V2C 2E3

Y	M	D
05	09	16

Transferor(s) Signature(s)  
NICOLA LAKESHORE ESTATES INC  
by its authorized signatory:  
  
FRANK RIZZARDO

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

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

TERMS OF INSTRUMENT - PART 2  
FLOOD PLAIN COVENANT

WHEREAS the Transferor is the registered owner of the hereinbefore described lands and premises as shown in paragraph 2 of the Form C (hereinafter called the "Lands").

AND WHEREAS the consent of the Approving Officer for the Ministry of Transportation is first required with respect to the Transferor's proposed subdivision of the Lands and, as a condition of such consent, they require a Covenant to be charged against the Lands in priority to any financial charges pursuant to Section 219 of the Land Title Act, Chapter 250, R.S.B.C. 1996, which Covenant is for the purpose of minimizing the loss which owners or occupants of lands may incur as a result of flooding.

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor (the receipt of which is hereby acknowledged) and for other good and valuable consideration, the Transferor and all persons claiming under him agree to the following restrictions:

1. Hereafter, no building, mobile home or unit, modular home or structure, shall be constructed, reconstructed, moved, extended or located within 30 metres onshore of the natural boundary of Nicola Lake.
2. Hereafter, no area used for habitation, business or storage of goods damageable by flood waters shall be located within any building, modular home or structure at an elevation such that the underside of the floor system thereof is less than 348.4 metres. In the case of a mobile home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above-described elevation.

3. The required elevation may be achieved by structural elevation of the said habitable, business or storage area or by adequately compacted landfill on which any building is to be constructed or mobile home or unit located, or by a combination of both structural elevation and landfill. No area below the required elevation shall be used for the installation of furnaces or other fixed equipment susceptible to damage by flood water. Where landfill is used to raise the natural ground elevation, the toe of the landfill slope shall be no closer to the natural boundary than the setback requirement given in condition (1) above. The face of the landfill slope shall be adequately protected against erosion from flood flows (wave action, ice or other debris).
  
4. The Owner acknowledges that the Province of British Columbia does not represent to the Owner or any other person that any building or mobile home located in accordance with paragraphs (1) and (2) herein will not be damaged by flooding or erosion, and the Owner covenants and agrees not to claim damages from the Province or the Ministry of Transportation or to hold the Province or the Ministry of Transportation responsible for damages caused by flooding or erosion to the land or to any building, improvement or other structure built, constructed or placed upon said Lands and to any contents thereof.

The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns hereby indemnifies and saves harmless the Transferee and its employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or the Transferee or any of their employees, servants, or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in this agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by any matter or thing addressed in the preceding paragraphs as the subject matter of this restrictive covenant.

The Transferor's covenants contained in this agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, his heirs, executors, administrators, successors and assigns.

Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor, including their heirs, executors, administrators, successors and assigns, or the Lands under any law, by-law, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Transferee as if this agreement had not been made by the parties.

The Transferor or any of his heirs, executors, administrators and assigns, as the case may be, shall give written notice of this agreement to any person to whom he proposes to dispose of the Lands or any part thereof, which notice shall be received by that person prior to such disposition. For the purposes of this paragraph, the word "dispose" shall have the meaning given to it under Section 29 of the Interpretation Act.

Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.

If any section or any part of this agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this agreement and the remaining sections or parts of this agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this agreement.

Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.


The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this agreement.

The parties agree that the Transferee is not responsible to inspect the Lands or to otherwise insure compliance with this agreement, nor is the Transferee required to remedy a default of this agreement and a failure to enforce this agreement by the Transferee shall not constitute a waiver of its rights hereunder.

Notwithstanding compliance of this covenant by the Transferor or its successors, the Lands may nonetheless be subject to damage from floodwaters.

This is the instrument creating the condition or covenant entered into under Section 219 of the Land Title Act, Chapter 250, R.S.B.C. 1996, by the registered owner(s) referred to herein.

Approved under the Land Title Act on the 17<sup>th</sup> day of October, 2005.

  
\_\_\_\_\_  
Approving Officer

**END OF DOCUMENT**

