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LAND TITLE ACT
FORM C

(Section 233(1))

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

PAGE 1 of 4 pages

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

MORELLI CHERTKOW, Barristers and Solicitors
#300, 180 Seymour Street, Kamloops, BC V2C 2E3
Phone: (250) 374-3344
File Ref. No: 18424006 SEH/cg
LTO Client No. 10337

Authorized Agent

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

(PID) (LEGAL DESCRIPTION)

No PID

Lots 1-79 District Lot 530 KDYD

Plan 79399

3. NATURE OF INTEREST: *

DESCRIPTION

Rent Charge

DOCUMENT REFERENCE

(page and paragraph)

PERSON ENTITLED TO INTEREST

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

D.F. No.

Annexed as Part 2

There is no Part 2 of this instrument

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

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

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))*

NICOLA LAKESHORE WATER UTILITY CO. LTD. (Inc. No. 690117)

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.

ABSTRACT REGISTRY
10330

Officer Signature(s)

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

Execution		
Date		
Y	M	D
2005	09	16

Transferor(s)

NICOLA LAKESHORE ESTATES INC.

By its authorized signatory(ies)

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

TERMS OF INSTRUMENT - PART 2

THIS AGREEMENT MADE THE 16 DAY OF Sept, 2005

BETWEEN:

NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906)
Unit 105 - 1121 McFarlane Way
Merritt, BC V1K 1B9

(hereinafter called "Grantors")

OF THE FIRST PART

AND:

NICOLA LAKESHORE WATER UTILITY CO. LTD. (Inc. No. 690117)
Unit 105 - 1121 McFarlane Way
Merritt, BC V1K 1B9
(hereinafter called "Grantees")

OF THE SECOND PART

WHEREAS:

- A. The Grantee maintains and operates a waterworks system, a sewer system, garbage collection and fire protection system (the "Service Systems") near Merritt, British Columbia, to serve a subdivision known as Nicola Lakeshore Estates.
- B. The Grantee is a water utility within the meaning of the Water Utility Act and is therefore subject to regulation by the Comptroller of Water Right in all matters including tariff rules, rates and charges with respect to the provision of water services.
- C. The Grantee has been granted a Certificate of Public Convenience and Necessity by the Comptroller of Water Rights of the Province of British Columbia to operate a waterworks system.
- D. The Grantee has agreed to maintain the Service Systems in order to provide services to the Grantor in the future, upon condition that the Grantor will pay an availability service charge to the Grantee until such time as the Grantor shall make application to connect the lot(s) to the Service Systems operated by the Grantee and thereafter agrees to pay to the Grantee a water users' charge and charges as set for all other services in accordance with the Tariff of Rates filed from time to time by the Grantee and as established by the Grantee, from time to time, for services other than water.
- E. The Grantor is the registered owner of Lots 1 - 79, Plan KAP 79399, lying and being in the Kamloops Assessment Area, in the Province of British Columbia referred to in Item 2 of Part 1 hereof.
- F. The Grantor has agreed to grant to the Grantee a yearly rent charge, charged against the land owned by the Grantor, hereinafter described, in order to secure the availability of the Service Systems to the Grantee.
- G. It is a condition of the Certificate of Public Convenience and Necessity issued to the Grantee that the Grantor provide the Grantee with yearly rent charge against the lots in the subdivision, such yearly rent charge to have the priority over all liens, charges and encumbrances which may be registered against the lots.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the Grantee making available to the Grantor and to the others the waterworks service, and in future consideration of the payment by the Grantee to the Grantor of the sum of One Dollar (\$1.00) of lawful money of Canada (the receipt whereof acknowledged), the parties hereby agree as follows:

1. The Grantor does hereby grant to the Grantee for the term of forty (40) years a yearly rent charge in the aggregate of the amount hereinafter set out to commence and to be computed from the date of the granting of this rent charge and to be charged upon and issuing and payable out of each of the lots to be created from the subdivision of all and singular those certain parcels or tracts of land and premises described herein as the Lands.
2. Each of the lots created by subdividing will be subject to the following rent charge which said yearly rent charge shall be deemed to accrue from day to day but shall be paid in one annual installment on the 1st day of January in each year with the first payment being made on the 1st day of January next after the date of this agreement. The amount of the yearly rent shall be:
 - (a) The sum of \$398.04 (includes GST);
 - (b) Such additional sum excess of \$398.04 (includes GST) as may be imposed from time to time by an order of the Comptroller of Water Rights in the manner provided for fixing of rates under the Water Utility Act and Utilities Commission Act or as may be established by the Grantee for the provision of services other than water.
3. PROVIDED that upon the Grantor making application to the Grantee to connect any of the said lots to the Service Systems operated by the Grantee and agreeing to pay the Grantee thereafter a water users' charge in accordance with the Tariff of Rates from time to time issued by the Grantee and with the approval of the Comptroller of Water Rights, plus any charges for services provided otherwise than the provision of water services, then the above mentioned rent charge shall abate against such lot for as long as the Service Systems charge is paid in accordance with the said tariff and rates established by the Grantee, PROVIDED HOWEVER that the Grantor has paid all arrears and interest to the Grantee including the rent charge accrued to the date of the application for connection.
4. ANY arrears of rent charge shall bear interest from the due date until payment at the rate of Eighteen percent (18%) per annum and shall be a charge upon the said lots in the same manner as the rent charge hereby charged on the said lots.
5. THE Grantor covenants and agrees with the Grantee that a copy of the Agreement shall be filed as a rate schedule to the approved tariff of the Grantee and that the amount of the rent charge and any arrears stated herein may be amended by order of the Comptroller of Water Rights in the manner provided for the fixing of rates under the Water Utility Act.
6. THE Grantor further covenants with the Grantee that the Grantor and the persons deriving title under him will at all times hereafter pay to the said Grantee and the persons deriving title under him the said rent charge at the times and in the manner hereinbefore appointed for payment.
7. AND it is further agreed that if default shall be made in payment of the within rent charge or any part thereof, or interest for the space of sixty (60) days after the day hereinbefore appointed for payment thereof, then at any time thereafter, the Grantee may enter upon those of the said lots which are in default of payment or any part thereof and distrain for the installment or installments in arrears and the distress or distresses then and there found to take, lead, drive, carry away, and impound and the same to impound, take hold and keep until the said rent charge and the arrears and interest thereof, if any, together with all costs and charges incurred by such distress or in obtaining payment of the said rent charge shall be fully paid and satisfied.

8. AND it is further agreed that if default may be made for the space of sixty (60) days in the payment of any installment or installments hereby secured, the Grantee may forthwith sell and absolutely dispose of those of the said lots which are in default of payment either by public auction or private contract as to it, the said Grantee, shall deem fit and proper and may enter into, complete rescind or vary any contract for the sale and resale without being responsible for any loss occasioned thereby and my convey and assure the same to the purchaser in fee simple and the Grantor hereby constitutes the Grantee, its successors and assigns, the attorney or attorneys irrevocable by death or otherwise, of him the Grantor, his heirs, executors, or administrators to make such conveyance or conveyances PROVIDED HOWEVER that such power of sale shall not be exercised until after one month previous notice in writing shall have been given to the Grantor either by delivery to him or by delivery to an adult person upon the said lands or if vacant substitute service in the manner allowed under Supreme Court Rules of the Province of British Columbia, and the further proviso that the Grantor does not, before the making of the sale, pay the amount in default with interest thereof and the cost of any such notice and proceedings of sale and further proviso that no legal proceedings shall be commenced in any Court seeking any remedy against the lots or any of them without the written consent of the Comptroller of Water Rights.

9. AND it is further agreed that notwithstanding the absolute disposition of the said lots which are in default, the said rent charge shall survive and the purchaser in fee simple shall be subject to the terms of this agreement provided that no purchaser shall be bound to inquire whether any installment or installments of the said rent charge is or are in arrears or as to the impropriety of irregularity of such sale and it shall as regards the purchaser or purchasers be deemed within the aforesaid power and be valid accordingly and the remedy (if any) of the Grantor in respect of any impropriety or irregularity in such sale shall be in damages only and the purchaser or purchasers on any such sale not be required to see the application of the proceeds of the sale or be accountable for any loss, misappropriation or misapplication thereof.

10. AND it is further agreed that the monies realized by reason of any such sale as aforesaid shall be applied by the Grantee in the first place in payment of the expenses incurred in and about such sale or otherwise in relation to the premises and then in and towards satisfaction of the monies for the time being owing upon the security of these presents and then to pay the surplus, if any to the Grantor or as the Grantor shall direct.

11. AND it is further agreed that, notwithstanding the foregoing provisions for enforcement of the payments due hereunder, the Grantee, as its option, may bring or take legal action for payment in any court of competent jurisdiction.

12. IN the event that the waterworks system operated by the Grantee shall at any future time be taken over and operated by any public authority having taxing powers, then the Grantee shall release the said lots from the rent charge PROVIDED that the Grantor has paid all arrears and interest to the Grantee, including the rent charges accrued to the date of the release.

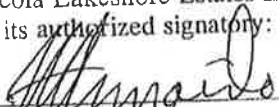
13. THE Grantor will do or cause to be done at its expense all acts necessary for the Grantee to gain priority for this rent charge over all liens, charges and encumbrances which are or maybe registered against the Land and the lots.

14. AND it is hereby agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators and assigns respectively.

15. Except for the provisions of clause 12 above and the Grantee shall not release the said lots from the rent charge without the approval of the Comptroller of Water Rights.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED & DELIVERED by
Nicola Lakeshore Estates Inc. in the presence
of its authorized signatory:



Authorized Signatory

END OF DOCUMENT

19 20
Sch 21 1222

KX014557/1

-4 FEB 2005 14 38

KX014557

GRW - 6475
SRW - 6475
PA - 6475
PA - 6475

Land Title Act
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 6 pages

ABSTRACT REGISTRY
10330

1. APPLICATION:
Marie Crawford, Agent for
B.C. Hydro and Power Authority and TELUS
8th Floor, 333 Dunsmuir Street
Vancouver, B.C., V6B 5R3

Gauscher
Telephone: (604)623-3742

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

3. NATURE OF INTEREST:
SEE SCHEDULE

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

(a) Filed Standard Charge Term	<input checked="" type="checkbox"/>	D.F. No. ST020098
(b) Express Charge Terms	<input type="checkbox"/>	Annexed as Part 2
(c) Release	<input type="checkbox"/>	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

5. TRANSFEROR(S): SEE SCHEDULE

6. TRANSFEREE(S): (Including postal address(es) and postal code(s))
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,
333 Dunsmuir Street, Vancouver, BC V6B 5R3
(As to one Statutory Right of Way)
TELUS COMMUNICATIONS INC., (Extra Provincial No. A55547)
3777 Kingsway, Burnaby, BC V5H 3Z7
(As to one Statutory Right of Way)

7. ADDITIONAL OR MODIFIED TERMS: SEE SCHEDULE 01 05/02/04 14:40:12 01 K1 806048
CHARGE \$259.00

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)
John H. O'Fee
JOHN H. O'FEE
Barrister & Solicitor
300 - 180 SEYMOUR STREET
KAMLOOPS, BC V2C 2E3

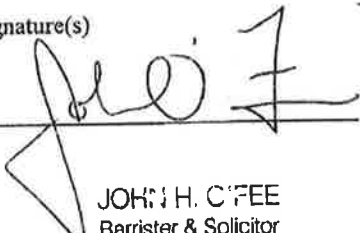

Execution Date
Y M D
05 01 27

Party(ies) Signature(s)
NICOLA LAKESHORE ESTATES INC. by
its authorized signatory:
Frank Rizzardo
(Name:) Frank Rizzardo

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSBC 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.
File No.: 603-1602.0(x899) Originator: MC/tt Date: 04 05 18
Doc type: Standard Terms Blanket SRW (Triparty) OEUE

**Land Title Act
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date	Party(ies) Signature(s)
Signature	Y M D	
 _____ JOHN H. C'FEE Barrister & Solicitor 300 - 180 SEYMOUR STREET KAMLOOPS, BC V2C 2E3	05 01 27	EMCON SERVICES INC. by its authorized signatory:  _____ (Name:) Frank Rizzardo (as to Priority)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSBC 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

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 AND LEGAL DESCRIPTION OF LAND:

005-182-140	District Lot 530 Kamloops Division Yale District Except Plans 17131, KAP73062 and KAP73063
005-182-174	Lot 1, DL 530, KDYD, Plan 17131, Except Plan KAP73063

**Land Title Act
FORM E**

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

3. NATURE OF INTEREST:

Description	Document Reference	Person Entitled to Interest
A Statutory Right of Way for B.C. Hydro	Entire Instrument	Transferee (B.C. Hydro)
A Statutory Right of Way for TELUS	Entire Instrument	Transferee (TELUS)
Priority Agreement granting B.C. Hydro Statutory Right of Way No. <i>see doc two Prior.</i> priority over KV32692	Page 6	Transferee (B.C. Hydro)
Priority Agreement granting TELUS Statutory Right of Way No. <i>see doc two Prior.</i> priority over KV32692	Page 6	Transferee (TELUS)

**Land Title Act
FORM E****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.

5. TRANSFEROR(S):

NICOLA LAKESHORE ESTATES INC., (Inc. No. 470906)
EMCON SERVICES INC., (Inc. No. 345823) (as to Priority)

7. ADDITIONAL OR MODIFIED TERMS

1. The Standard Charge Terms (DF number ST020098) provide in section 1.1 that the following terms are as defined in the General Instrument Part 1:
 - (a) **The Area of the Works.** The "Area of the Works" means that portion of the Land located within 6 metres of either side of the centre of the alignment of the Works.
 - (b) **The Works.** The "Works" means:
 - (i) as it relates to the rights and responsibility of B.C. Hydro means, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including: poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, all ancillary appliances and fittings, including any associated protective installations, and related works; and
 - (ii) as it relates to the rights and responsibilities of TELUS means, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications, including: poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works.

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTEREST

EMCON SERVICES INC.
Holder of a Mortgage registered under Number KV32692

CONSENT

WHEREAS by an instrument registered in the Kamloops Land Title Office at British Columbia on the 27th day of March 2003, under Number KV32692, Emcon Services Inc. ("the Prior Chargee") was granted a Mortgage ("the Prior Charge") in respect of the land described in the attached Statutory Rights of Way ("the Subsequent Charges").

AND WHEREAS the Prior Chargee consents to and agrees that the Subsequent Charges shall have priority over the Prior Charge.

THEREFORE in consideration of One Dollar (\$1.00) (the receipt of which is hereby acknowledged), the Prior Chargee hereby approves of, joins in, consents to and grants to British Columbia Hydro and Power Authority and TELUS Communications Inc. ("the Subsequent Chargees") priority over the interest of the Prior Chargee in the land and postpones the right, title and interest of the Prior Chargee in the land to the Subsequent Chargees as if the Prior Charge had been registered immediately after the registration of the Subsequent Charges and notwithstanding the respective dates and time of execution and registration of the charges or the respective dates of advancement of moneys under them.

IN WITNESS WHEREOF this Consent has been executed on one or more pages of the General Instrument.

END OF DOCUMENT

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 4 Pages

ABSTRACT REGISTRY
10330

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
Phone #1-250-374-3344
LTO CLIENT No. 10337



PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)
~~No PID~~ Remainder of District Lot 530, KDYD, Except
005-182-140 Plans 17131, KAP73062, KAP73063, and
78483

3.	NATURE OF INTEREST: * DESCRIPTION	DOCUMENT REFERENCE (Page and Paragraph)	PERSON ENTITLED TO INTEREST
	Statutory Right of Way	Entire Instrument Pages 2 to 4	Transferee

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

(a) Filed Standard Charge Terms	<input type="checkbox"/> D.F. No.
(b) Express Charge Terms	<input checked="" type="checkbox"/> Annexed as Part 2
(c) Release	<input type="checkbox"/> 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): NICOLA LAKESHORE WATER UTILITY CO. LTD. (Inc. No. 690117) of #106 - 1121 MacFarlane Way, Merritt, BC V1K 1B9

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)

(as to all signatories)
SKY R. ANDERSON
Barrister & Solicitor
300 - 180 SEYMOUR STREET
KAMLOOPS, BC V2C 2E3
(250) 374-3344

Execution Date

Y	M	D
2005	06	02

Transferor: NICOLA LAKESHORE ESTATES INC. by its authorized signatory
Per:
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.

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made the 2 day of June, 2005.

BETWEEN:

NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906), #106 - 1121 McFarlane Way, Merritt, BC V1K 1B9
(hereinafter called the "Transferor")

OF THE FIRST PART

AND:

NICOLA LAKESHORE WATER UTILITY CO. LTD. (Inc. No. 690117), #106 - 1121 McFarlane Way, Merritt, BC V1K 1B9
(hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS:

(a) The Transferor is the registered owner of an estate in fee simple of certain lands and premises located within the City of Kamloops and more particularly described as:

PID: 005-182-140

~~Remainder of District Lot 530, KDYD, Except Plans 17131, KAP73062, KAP73063, and~~ 78483

(hereinafter called the "Lands")

(b) The Transferor has requested that the Transferee provide to it a right of way for utility structures, without limiting the generality of the foregoing: wells, water lines, sewer lines, storm sewer lines, drainage ditches, electrical power lines, telephone lines and natural gas pipelines (hereinafter called the "Utilities").

WITNESSETH:

1. FOR GOOD AND VALUABLE CONSIDERATION given by the Transferee to the Transferor (the receipt whereof by the Transferor is hereby acknowledged), and the covenants and agreements herein contained, the Transferor DOTH HEREBY GRANT, CONVEY AND CONFIRM unto the Transferee, its heirs, and assigns, a full, free and uninterrupted right, licence, liberty, easement, privilege and permission to construct, keep, operate, maintain, inspect, alter, remove, replace, reconstruct and repair the Utilities over and through that part of the Lands of the Transferor (hereinafter called the "Right-of-Way Area") together with the full, free and uninterrupted right of ingress and egress in connection therewith for the Transferee, its servants and agents, to use, enter, labour, pass and re-pass upon and in the Lands and to dig up such of the soil of the Right-of-Way Area as may be necessary.

2. THE TRANSFEEE COVENANTS AND AGREES with the Transferor that it will construct, lay down, maintain and repair the Utilities as may be reasonable and proper in the circumstances. The Transferee FURTHER COVENANTS AND AGREES with the Transferor that it will at all times keep the Utilities in a proper state of repair.

3. THE TRANSFEEE WILL, so often as its servants or agents shall enter upon the Right-of-Way Area to construct, reconstruct, maintain, inspect, renew or repair the Utilities forthwith restore the surface soil and surfacing materials of the Lands to, as nearly as possible, the same condition as it was prior to the entry for the aforesaid purpose or purposes.

4. All expenses incurred in the construction of the Utilities and for repairs, alterations, and maintenance thereto and in the performing of any and all of the covenants and agreements herein agreed to be performed by the Transferee shall be borne by and paid for by the Transferee and the Transferee herein COVENANTS AND AGREES to indemnify and save harmless the Transferor, its heirs, administrators, executors, successors and assigns, from

any and all loss, damages, costs, charges or expenses in any way arising from or caused by anything done or not done or maintained hereunder.

5. The Grantor agrees that it shall not, by any act or omission, damage or interfere with the Utility or the Grantee's access to the Utility including, without limitation, in any part of the Lands on or under which the Utility works are constructed, by the addition of fill, planting of trees, construction of buildings, digging of ditches, trenches or other excavations or the construction of fences or other barriers.
6. The covenants herein contained shall be covenants running with the Lands and shall be perpetual and the Right-of-Way Area hereby granted shall be perpetual.
7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

END OF DOCUMENT

Sch 24

LAND TITLE ACT
FORM C
(Section 219.81)

26 OCT 2006 13 56

LA149172

Plan 54
C/O

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 5 Pages

ABSTRACT 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
Phone #1-250-374-3344
FILE #18424170 NICOLA LAKESHORE ESTATES INC. SH/cg
LTO CLIENT No. 10337

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*(LEGAL DESCRIPTION)
(PID)
026-485-699 Lot 75 District Lot 530, KDYD, Plan KAP79399
026-485-702 Lot 76 District Lot 530, KDYD, Plan KAP79399
026-485-711 Lot 77 District Lot 530, KDYD, Plan KAP79399

3. NATURE OF INTEREST:*	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
DESCRIPTION	(Page and Paragraph)	
Statutory Right of Way	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)]
NICOLA LAKESHORE WATER UTILITY CO. LTD. (Inc. No. 690117) of #106 - 1121
MacFarlane Way, Merritt, BC V1K 1B9

7. ADDITIONAL OR MODIFIED TERMS: * N/A

01 06/10/26 14:06:52 01 KL 959781
CHARGE \$65.20

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)

RACHEL R. LAMMERS
(as to all signatories)
Barrister & Solicitor
300 - 180 SEYMOUR STREET
KAMLOOPS, BC V2C 2E3
(250) 374-3344

Execution Date

Y	M	D
06	10	24

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

Per: Frank Rizzardo

01 06/10/26 14:06:59 01 KL 959781
S/S/OT PLANS \$54.00

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.

GENERAL RIGHT-OF-WAY WITH PLAN

THIS AGREEMENT made the ____ day of _____, 2006.

BETWEEN:

**NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906)
Unit 105 – 1121 McFarlane Way
Merritt, BC V1K 1B9**

(hereinafter called the "Transferor")

OF THE FIRST PART

AND:

**NICOLA LAKESHORE WATER UTILITY CO. LTD. (Inc. No. 690117)
106 - 1121 MacFarlane Way, Merritt, BC V1K 1B9**

(hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS:

(a) The Transferor is the registered owner of an estate in fee simple of certain lands and premises located within the Kamloops Assessment Area and more particularly described as:

**PID 026-485-699 Lot 75 District Lot 530, KDYD, Plan KAP79399
PID 026-485-702 Lot 76 District Lot 530, KDYD, Plan KAP79399
PID 026-485-711 Lot 77 District Lot 530, KDYD, Plan KAP79399**

(hereinafter called the "Lands"):

(b) The Transferee has requested that the Transferor provide to it a right of way for the purposes of storage and drainage of sewage through and on the Lands whether by way of pipe, drainage ditch, storage pond, lagoon, swale or surface flow (hereinafter called the "Utility Works").

WITNESSETH:

1. **FOR GOOD AND VALUABLE CONSIDERATION** given by the Transferee to the Transferor (the receipt whereof by the Transferor is hereby acknowledged), and the covenants and agreements herein contained, the Transferor **DOTH HEREBY GRANT, CONVEY AND CONFIRM** unto the Transferee, its heirs, and assigns, a full, free and uninterrupted right, licence, liberty, easement, privilege and permission to construct, keep, operate, maintain, inspect, alter, remove, replace, reconstruct and repair the Utility Works over and through that portion of the Lands of the Transferor shown as "SRW" on a Statutory Right of Way Plan prepared by John Graham, BCLS and dated the 13th. day of October, 2006 (the "SRW Area") together with the full, free and uninterrupted right of ingress and egress over the Lands in connection therewith for the Transferee, its servants and agents, to use, enter, labour, pass and re-pass upon and in the Lands and to dig up such of the soil of the SRW Area as may be necessary to construct, maintain or repair the Utility Works.

2. **THE TRANSFEEE COVENANTS AND AGREES** with the Transferor that it will construct, lay down, maintain and repair the Utility Works as may be reasonable and proper in the circumstances. The Transferee **FURTHER COVENANTS AND AGREES** with the Transferor that it will at all times keep the Utility Works in a proper state of repair.

3. THE TRANSFEREE WILL, so often as its servants or agents shall enter upon the Lands to construct, reconstruct, maintain, inspect, renew or repair the Utility Works forthwith restore the surface soil and surfacing materials of the Lands outside of the SRW Area to, as nearly as possible, the same condition as it was prior to the entry for the aforesaid purpose or purposes.
4. All expenses incurred in the construction of the Utility Works and for repairs, alterations, and maintenance thereto and in the performing of any and all of the covenants and agreements herein agreed to be performed by the Transferee shall be borne by and paid for by the Transferee and the Transferee herein COVENANTS AND AGREES to indemnify and save harmless the Transferor, its heirs, administrators, executors, successors and assigns, from any and all loss, damages, costs, charges or expenses in any way arising from or caused by anything done or not done or maintained hereunder.
5. THE TRANSFEROR HEREBY COVENANTS WITH THE Transferee that it will not make, place, erect or maintain on the SRW Area any building, structure, foundation, fill, soil or obstruction, tree, shrub, lawn, vegetation, pavement, nor shall the Grantor use any part of the SRW Area for the parking or storage of any motor vehicle, equipment or other goods, nor shall the Grantor use the SRW Area in any way which may in, the opinion of the Grantee, have the potential for damaging the Utility Works.

6. The covenants herein contained shall be covenants running with the Lands and shall be perpetual and the right-of-way hereby granted shall be perpetual.

7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

END OF DOCUMENT

Land Title Act
FORM 11(a)

(Section 99(1)(e), (j) and (k))

**APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)**

I, CHRISTINE GREGORY, Legal Secretary, of #81-7545 Dallas Drive, Kamloops, BC V2C 6X9, the agent of ~~NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906)~~ apply to deposit reference/explanatory plan of Lots 75, 76 & 77 DL 530 KDYD Plan KAP79399 → NICOLA LAKESHORE WATER UTILITY CO. LTD. (Inc. No. 690117) of #106-1121 McFarlane Way, Merritt, BC V1K 1B9

I enclose:

ASSIGNED PLAN NO.

KAP 82299

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(s) (see below).
3. Fees of \$ 54.⁰⁰.

DATED this 24th day of October, 2006.


SIGNATURE

- NOTE:** (i) Under section 67(s) the following reproductions of the plan must accompany this application:
- (a) one blue linen original (alternatively white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
- (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) under the *Agricultural Land Commission Act*.
 - (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the *Ministry of Lands, Parks and Housing* agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot [number] created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
- (d) Where the plan refers to a restrictive covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan.

Sch 23

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, R.S.B.C. 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Scott Edward
Huyghebaert
P6DZ5P

Digitally signed by Scott
Edward Huyghebaert
P6DZ5P
Date: 2018.02.16 11:58:20
-08'00'

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

MORELLI CHERTKOW LLP
BARRISTERS & SOLICITORS
300-180 SEYMOUR STREET
KAMLOOPS
Document Fees: \$71.58

BC V2C 2E3

Telephone (250) 374-3344
Client No. 10337
File No. 18424174

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

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

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)

BEN A. VAN DER GRACHT
Barrister & Solicitor
300-180 Seymour Street
Kamloops, BC V2C 2E3
(250) 374-3344

Execution Date

Y	M	D
18	02	15

Transferor(s) Signature(s)

**NICOLA LAKESHORE ESTATES
INC.**
By its authorized signatory(ies):

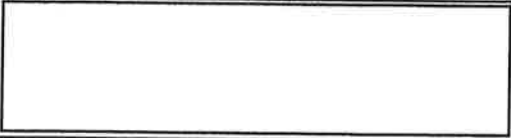
Frank Rizzardo

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.

**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



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

**MORELLI CHERTKOW LLP
BARRISTERS & SOLICITORS
300-180 SEYMOUR STREET
KAMLOOPS**

BC V2C 2E3

Telephone (250) 374-3344
Client No. 10337
File No. 18424174

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

Statutory Right of Way

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

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

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)

Execution Date

Transferor(s) Signature(s)

Y	M	D
18	02	15

BEN A. VAN DER GRACHT
Barrister & Solicitor
300 - 180 SEYMOUR STREET
KAMLOOPS, BC V2C 2E3
(250) 374-3344

NICOLA LAKESHORE ESTATES
INC.

By its authorized signatory(ies):

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.

**LAND TITLE ACT
FORM E**

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

026-485-699 LOT 75 DISTRICT LOT 530 KDYD PLAN KAP79399

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

026-485-702 LOT 76 DISTRICT LOT 530 KDYD PLAN KAP79399

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

026-485-711 LOT 77 DISTRICT LOT 530 KDYD PLAN KAP79399

STC? YES

**LAND TITLE ACT
FORM E**

SCHEDULE

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

5. TRANSFEROR(S):

NICOLA LAKESHORE ESTATES INC. (INC. NO. BC0470906)

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

NICOLA LAKESHORE WATER UTILITY CO. LTD. (Inc. No. BC0690117)
#106-1121 McFarlane Way, Merritt, BC V1K 1B9

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- (a) The Transferor maintains and operates a waterworks system, a sewer system, garbage collection and fire protection system (the "Service Systems") near Merritt, British Columbia, to serve a subdivision known as Nicola Lakeshore Estates.
- (b) The Transferee is a water utility within the meaning of the Water Utility Act and is therefore subject to regulation by the Comptroller of Water Rights in all matters including tariff rules, rates, and charges with respect to the provision of water services.
- (c) The Transferee has been granted a Certificate of Public Convenience and Necessity by the Comptroller of Water Rights of the Province of British Columbia to operate a waterworks system.
- (d) The Transferee has agreed to maintain the Service Systems in order to provide services to the Transferor in the future, upon condition that the Transferor will pay an availability service charge to the Transferee until such time as the Transferor shall make application to connect the lot(s) to the Service Systems operated by the Transferee and thereafter agrees to pay to the Transferee a water users' charge and charges as set for all other services in accordance with the Tariff of Rates filed from time to time by the Transferee and as established by the Transferee, from time to time, for services other than water.
- (e) The Transferor is the registered owner of an estate in fee simple of the lands and premises as shown in paragraph 2 of the Form C (hereinafter called the "Lands").
- (f) The Transferee has applied to the Transferor for permission to install and maintain all forms of utilities and, without limiting the generality of the foregoing, including the following: water lines, distribution lines, pumps, manholes and manhole covers, fire hydrants, valves, backflow and shutoff valves and all associated works (hereinafter called the "Utilities") over, under, and through the surface of a portion of the Lands hereinbefore described.

- (g) The Transferor has agreed to grant the Transferee in respect of the Utilities such rights as are necessary for the operation and maintenance of the Transferee's undertaking.

WITNESSETH:

1. FOR GOOD AND VALUABLE CONSIDERATION of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor (the receipt whereof by the Transferor is hereby acknowledged), and the covenants and agreements herein contained, the Transferor **HEREBY GRANTS, CONVEYS, AND CONFIRMS** unto the Transferee, its heirs and assigns, a full, free, and uninterrupted right, licence, liberty, easement, privilege, and permission to construct, lay down, operate, maintain, inspect, alter, remove, replace, reconstruct, and repair the Utilities over, under, and through the Lands of the Transferor (hereinafter called the "Right-of-Way Area") together with the full, free, and uninterrupted right of ingress and egress in connection therewith for the Transferee, its servants and agents, to use, enter, labour, pass, and re-pass upon and in the Lands, with or without equipment, and to dig up such of the soil of the Right-of-Way Area as may be necessary.

2. The Transferor further grants to the Transferee the right to:
 - (a) make surveys, tests, inspections, and examinations upon the Right-of-Way Area;
 - (b) clear the Right-of-Way Area and keep it clear of all or any trees, buildings, obstructions, or damaging or interfering growth, now or hereafter on the Right-of-Way Area which might, in the opinion of the Transferee, interfere or endanger the installation, repair, construction, erection, placement, operation, maintenance, removal, replacement, excavation for, or installation of the Utilities or any part thereof; and
 - (c) generally to do all acts necessary or incidental to the business of the Transferee in connection with the Utilities.

3. The Transferee covenants and agrees with the Transferor that it will:
 - (a) construct, lay down, maintain and repair the Utilities as may be reasonable and proper in the circumstances and keep the Utilities in a proper state of repair;
 - (b) so often as its servants or agents shall enter upon the Right-of-Way Area to construct, reconstruct, maintain, inspect, renew, or repair the Utilities forthwith restore the surface soil and surfacing materials of the Lands to, as nearly as possible, the same condition as it was prior to the entry for the aforesaid purpose or purposes;
 - (c) pay for all expenses incurred in the construction of the Utilities and for repairs, alterations, and maintenance thereto and in the performing of any and all of the covenants and agreements herein agreed to be performed by the Transferee;
 - (d) not commit or suffer any wilful or voluntary waste, spoil or destruction on the Right-of-Way Area, or do or suffer to be done thereon anything in excess of the rights granted hereunder which may be or become a nuisance or annoyance to the Transferor.

4. The Transferor covenants and agrees with the Transferee that it will:
 - (a) not plant any trees or shrubs or make, place, erect, or maintain any building, structure, foundation, pavement, excavation, pile of material, or obstruction upon the Right-of-Way Area which, in the opinion of the Transferee, might interfere with the safe and efficient operation of the Utilities, or any part thereof, or might obstruct access to the Utilities or any part thereof by the Transferee;
 - (b) not do or knowingly permit to be done any act or thing which will interfere with or injure the construction or maintenance of the Utilities; and
 - (c) not, without the written consent of the Transferee, diminish or add to the ground cover of the Right-of-Way Area.
5. Nothing in this agreement shall prevent the Transferor from using the Right-of-Way Area for the purposes of growing vegetables or flowers or otherwise enjoying a garden and lawns on the Right-of-Way Area subject to the rights of the Transferee herein granted.
6. The covenants herein contained shall be covenants running with the Lands and shall be perpetual and the Right-of-Way Area hereby granted shall be perpetual.
7. Any and all chattels and fixtures installed by the Transferee on the Right-of-Way Area shall be and shall remain chattels, any rule at law to the contrary notwithstanding, and shall belong solely and exclusively to the Transferee.
8. There are no representations, warranties, guarantees, promises, agreements, covenants, or conditions on the part of either party other than those set forth in this agreement which may only be altered in a written amendment signed by both parties.
9. Notwithstanding that the Statutory Right of Way herein contained is expressed to be en gross, the Transferor and Transferee agree that the use of the Lands for the purposes of

the Utilities shall be restricted to the roadways and common property of the strata development being constructed on the Lands.

10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS to the above the parties have set their hands and seals on the Form C and D attached to this agreement.

END OF DOCUMENT

LAND TITLE ACT
FORM C

1/1

23 OCT 2006 10 24

LA146875 C-05
(COV)

(Section 233(1))

Province of British Columbia

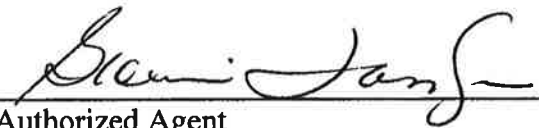
GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

PAGE 1 of 4 p

ABSTRACT REGISTRY
10939

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

MORELLI CHERTKOW, Barristers and Solicitors
300 - 180 Seymour Street, Kamloops, BC V2C 2E3
Phone: (250) 374-3344
File Ref. No: 18424170
LTO Client No. 10337


Authorized Agent

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

(PID) (LEGAL DESCRIPTION)
SEE SCHEDULE

3. NATURE OF INTEREST: *

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTE

DESCRIPTION

ENTIRE DOCUMENT

TRANSFER

Section 219 Covenant

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

D.F. No.
Annexed as Part 2
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 is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):* NICOLA LAKESHORE ESTATES INC, #106-1121 McFarlane Way, Merritt, B
V1K 1B9 (Inc. No. BC0470906)

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))* THOMPSON NICOLA
REGIONAL DISTRICT 300-465 Victoria Street, Kamloops, B.C. V2C 2A9

01 06/10/23 10:26:55 01 KL
CHARGE

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)

Execution Date

Party(ies) Signature(s)



Y	M	D
2006	03	23

NICOLA LAKESHORE ESTATES
INC. by its authorized signatory(ies)


Print Name: FRANK RIZZARDO

SKY R. ANDERSON
Barrister & Solicitor

OFFICER CERTIFICATE: 300-180 SEYMOUR STREET, KAMLOOPS BC V2C 2E3

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 they pertain to the execution of this instrument.

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

**LAND TITLE ACT
FORM E
SCHEDULE****Pa**

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)*

005-182-140	Rem District Lot 530 KDYD Except Plans 17131, KAP73062, KAP73063, KAP78483 and KAP79399
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

SECTION 219 COVENANT

TERMS OF INSTRUMENT – Part 2

- A. The property is currently zoned LR-2 (Lakeshore Residential Multi-Family) by the Transferee.
- B. The Transferee has requested and the Transferor has agreed to provide a covenant that restricts the number of three bedroom equivalent residential units that may be constructed on the Lands.

NOW THEREFORE in consideration of the premises and the sum of \$1.00 now paid by the Transferee to the Transferor (the receipt and sufficiency of which is acknowledged by the Transferor), the parties agree as follows:

1. In this Part
“Land” means the land described in item 2 of Part 1 of this General Instrument.
“Unit” means a three (3) bedroom equivalent residential dwelling unit.
2. The Transferor covenants with the Transferee that it will not
 - (a) Construct more than two (2) Units on the Land
3. The Transferor acknowledges and agrees with the Transferee that all Units constructed on the Land shall be connected to the community sewer and water services currently operated by Nicola Lakeshore Utilities Inc. and shall be constructed considering the Environmental Impact Assessment prepared by Agra Earth Engineering.

The Transferor obtained an Environmental Impact Assessment prepared by Agra Earth & Environmental Limited entitled “Environmental Impact Assessment – Proposed Lakeshore Development – Nicola Lake, British Columbia” dated March 19, 1997 (the “Report”) on the Lands, which assessed the environmental impacts and provided recommendations to mitigate the environmental impacts on the Lands, which Report is available for inspection, during normal business hours, at the office of the Transferor and the Transferee.
4. The Transferor will indemnify and save the Transferee harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance by the Transferor of the covenants set out in section 3.

5. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless such waiver is expressed in writing by the Transferee and the waiver by the Transferee of any such term, condition, covenant or other provision or the Agreement will not be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision or this Agreement.
6. The Agreement extends to, its binding upon and enures to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.
7. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
8. This Agreement will be interpreted according to the laws of the Province of British Columbia.
9. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes 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 in this Agreement are enactments of the Province of British Columbia.
10. 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.
11. This Agreement will be registered as a charge against the Covenant Area pursuant to section 219 of the *Land Title Act*.

END OF DOCUMENT

C-65
(Co)

LAND TITLE ACT 1/ -3 AUG 2007 09 36
FORM C
(Section 233)

LB092597

Province of
British Columbia

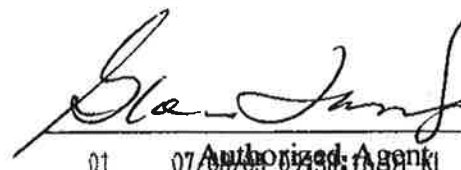
GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use)

PAGE 1 c

ABSTRACT REGISTRY
10330

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

MORELLI CHERTKOW LLP, Barristers and Solicitors
300 - 180 Seymour Street, Kamloops, BC V2C 2E3
Phone: (250) 374-3344
File No. 18424152 SH/cg



01 07 Authorized Agent

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

(PID)	(LEGAL DESCRIPTION)	CHARGE
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	

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Document	Transferee

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

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

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

5. TRANSFEROR(S): **NICOLA LAKESHORE ESTATES INC.**, (Inc. No. BC0470906), #106-1121 McFarlane Way, Merritt, BC V1K 1B9

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) **THOMPSON NICOLA REGIONAL DISTRICT**, 300-465 Victoria Street, Kamloops, BC V2C 2A9

7. ADDITIONAL OR MODIFIED TERMS: Not Applicable

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the price 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)



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

Execution Date

Y	M	D
07	07	31

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



Signature

FRANK RIZZARDO
Name (Please Print)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act.

SECTION 219 COVENANT**TERMS OF INSTRUMENT - Part 2**

- A. The Transferor owns the following Lands: ("Lot 75"); ("Lot 76"); and ("Lot 77").
- B. The property is currently zoned LR-2 (Lakeshore Residential Multi-Family) by the Transferee.
- C. The Transferee has requested and the Transferor has agreed to provide a covenant that restrict number of residential units that may be constructed on the Lands.

NOW THEREFORE in consideration of the premises and the sum of \$1.00 now paid by the Transferor to the Transferor (the receipt and sufficiency of which is acknowledged by the Transferor), the parties agree as follows:

1. In this Part

"Land" means the land described in item 2 of Part 1 of this General Instrument.

"Unit" means one bedroom equivalent residential dwelling unit.

2. The Transferor covenants with the Transferee that it will not

- (a) Construct more than Sixteen (16) Units on Lot 75;
- (b) Construct more than Fifteen (15) Units on Lot 76;
- (c) Construct more than Fifteen (15) Units on Lot 77.

3. The Transferor acknowledges and agrees with the Transferee that all Units constructed on the Lands shall be connected to the community sewer and water services currently operated by Nicola Lake Utilities Inc. and shall be constructed considering the Environmental Impact Assessment prepared by Agra Earth Engineering.

The Transferor obtained an Environmental Impact Assessment prepared by Agra Earth Engineering Limited entitled "Environmental Impact Assessment - Proposed Lake Development - Nicola Lake, British Columbia" dated March 19, 1997 (the "Report") on the Lands which assessed the environmental impacts and provided recommendations to mitigate environmental impacts on the Lands, which Report is available for inspection, during normal business hours, at the office of the Transferor and the Transferee.

4. The Transferor will indemnify and save the Transferee harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of or in connection with any breach, violation or non-performance by the Transferor of the covenants set out in section 3.

5. No term, condition, covenant or other provision of this Agreement will be considered to have waived by the Transferee unless such waiver is expressed in writing by the Transferee and the waiver by the Transferee of any such term, condition, covenant or other provision or the Agreement will be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision or this Agreement.
6. The Agreement extends to, its binding upon and enures to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.
7. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
8. This Agreement will be interpreted according to the laws of the Province of British Columbia.
9. Where there is a reference to an enactment of the Province of British Columbia in this Agreement that reference includes 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 in this Agreement are enactments of the Province of British Columbia.
10. If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable in whole or in part, as the case may be, that section or part shall be considered separate and severable and the remaining sections or parts, as the case may be, shall not be affected and shall be enforceable to the fullest extent permitted by law.
11. This Agreement will be registered as a charge against the Covenant Area pursuant to section 2 of the *Land Title Act*.

END OF DOCUMENT

