

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.

COPY

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
LTO Client No. 10337
File No. 18424152

Deduct LTSA Fees? Yes

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

**005-182-140 DISTRICT LOT 530 KDYD EXCEPT PLANS 17131, KAP73062, KAP73063,
KAP78483, KAP79399, KAP82405 AND KAP82406**

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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):

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

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

SEE SCHEDULE

ABSTRACT REGISTERED 10330

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 STREET
KAMLOOPS, BC V2C 2E3

Execution Date

Y	M	D
14	07	14

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.

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Over that part shown as Covenant Area A on Plan
KAP ~~092983~~

Para 2 (a) (b)

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

As to all of the land described in Item 2, except that
part shown as Covenant Area A on Plan
KAP ~~092983~~

Para 3 (a) (b)

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**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.

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

THOMPSON-NICOLA REGIONAL DISTRICT
#300-465 Victoria Street, Kamloops, BC V2C 2A9

TERMS OF INSTRUMENT – Part 2

- A. 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 Land.

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.

“**Covenant Area A**” means that part of the Land shown as **2.98 ha, Covenant Area A** on a Reference Plan of Covenant dated the 21st day of December, 2007 prepared by John Graham, BCLS, and deposited in the Kamloops Land Title Office under number KAP 092983.

“**LR-2**” means Lakeshore Residential Multi-Family Zone under Part 12 of the Thompson-Nicola Regional District Zoning Bylaw 2400, 2102, as amended.

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

- (a) Construct more than twenty-three (23) units on that portion of the Land zoned LR-2 within Covenant Area A.
- (b) The Transferor acknowledges and agrees with the Transferee that all residential units constructed within Covenant Area A shall be connected to the community sewer and water services currently operated by Nicola Lakeshore Utilities Inc.

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

- (a) Construct on the Land, except for that part shown within Covenant Area A, any structure, save as may be related to trail construction, recreational use or compliance with a Wildland Interface Covenant registered against the title to the Land.
- (b) In no event shall any residential structure be constructed on the Land, except for that part shown within Covenant Area A.

4. The Transferor acknowledges that any development of the Land must implement the recommendations of the *Environmental Impact Assessment Proposed Lakeshore Development Nicola Lake, British Columbia*, by Agra Environmental Project No. KX11591, dated March 10, 1997, a copy of which can be found at the Thompson-Nicola Regional District Office.
5. 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 sections 2 or 3.
6. 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.
7. The Agreement extends to, is binding upon and enures to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.
8. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
9. This Agreement will be interpreted according to the laws of the Province of British Columbia.
10. 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.
11. 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.
12. This Agreement will be registered as a charge against the Land pursuant to Section 219 of the *Land Title Act*.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Forms C and D attached hereto.

End of Document