

-7 NOV 2005 14 28

KX160034

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 gent)
MORELLI CHERTKOW, Barristers & Solicitors
300-180 Seymour Street, Kamloops, BC V2C 2E3
Phone #1-250-374-3344
LTO CLIENT No. 10337

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)
No PID ~~Lots 61 and 62~~ District Lot 530, KDYD, Plan 79399

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

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): 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

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: NICOLA LAKESHORE ESTATES INC., by its authorized signatory

Per:
Scott Huyghebaert
Frank Rizzardo

OFFICER SCOTT HUYGHEBAERT
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.

ABSTRACT REGISTRY
10330

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made the 16 day of Sept, 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 near the City of Merritt and more particularly described as:

~~No PID:~~



~~Lot 61 District Lot 530, KDYD, Plan KAP _____~~

No PID:

Lot 62, District Lot 530, KDYD, Plan KAP 79399 _____

(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") over that part of the lands shown outlined in bold on a plan of Statutory Right of Way prepared by John Graham, BCLS, dated the 24th day of August, 2005 (the "right of way area").

KAP. 79521

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 the Lands 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 Lands as may be necessary.
2. THE TRANSFEREE 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 TRANSFEREE WILL, so often as its servants or agents shall enter upon the Lands 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 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, Debra Bartel, Land Title Agent, of 202-239 Victoria Street, Kamloops, B.C., V2C 2A1,
the authorized agent for:

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

the owner(s) of a registered charge apply to deposit a reference/explanatory plan of:

Part of Lot 62 Plan KAP79399 DL 530 KDYD

ASSIGNED PLAN NO.

KAP. 79521

I enclose:

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

Dated the 20 day of October, 2005.



SIGNATURE

Client File: 18424170 Nicola Lakeshore

PLAN KAP 79521

DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C.
THIS DAY OF NOV 07 2005

S. LISCHKA

REGISTRAR

S. Lischka

PLAN OF STATUTORY RIGHT OF WAY
OF PART OF LOT 62, PLAN KAP. 79399
DISTRICT LOT 530
KAMLOOPS DIVISION YALE DISTRICT

B. C. G. S. 921. 018

PURSUANT TO SECTION 113 OF THE LAND TITLE ACT

Scale 1 : 500

LEGEND

- BEARINGS ARE ASTRONOMIC, DERIVED FROM PLAN KAP.
- DISTANCES ARE IN METRES.
- STANDARD IRON POST FOUND ●
- STANDARD IRON POST SET ○
- THIS PLAN LIES WITHIN THE THOMPSON - NICOLA REGIONAL DISTRICT.

I, JOHN GRAHAM, A BRITISH COLUMBIA LAND SURVEYOR OF THE CITY OF HERRITT, IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED ON THE 23RD DAY OF AUGUST, 2005. THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST FILED UNDER NO. 36290, ON THE 24TH DAY OF AUGUST, 2005.

John Graham

Duplicate

GRAHAM & ASSOCIATES
B. C. AND CANADA LAND SURVEYORS
BOX 1129, HERRITT, B. C. V1K 1B8
File 04055RM2 F. B. 72/144

