

LAND TITLE ACT
FORM C

-7 NOV 2005 14 29

KX160057

(Section 233(1))

Province of British Columbia

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

PAGE 1 of 8 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: 18424170 SEH/cg
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 PERSON ENTITLED TO INTEREST
DESCRIPTION (page and paragraph)

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
- (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. 470906)

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

~~REGISTERED OWNER~~ - 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
2005	09	16

Transferor(s)

NICOLA LAKESHORE ESTATES INC.

By its authorized signatory(ies)

FRANK RIZZARDO

ABSTRACT REGISTRY
10330

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 16th. DAY OF September, 2005.

BETWEEN:

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

(hereinafter called “Grantor”)

OF THE FIRST PART

AND:

PID: 017-212-880	Block C, District Lot 4236, KDYD
PID: 017-212-901	Block D District Lot 4236, KDYD
PID: 017-212-910	Block E District Lot 4236 KDYD
PID: 017-212-928	Block A. District Lot 4277, KDYD
PID: 017-212-944	Block B District Lot 4277, KDYD
PID: 017-212-979	Block C. District Lot 4277, KDYD
PID: 018-818-579	Block E, District Lot 4277, KDYD
PID: 017-650-310	Block F District Lot 4277, KDYD
PID: 017-213-029	Block G, District Lot 4277, KDYD
PID: 017-637-473	Block H District Lot 4277, KDYD
PID: 025-560-328	Block I District Lot 4277, KDYD
PID: 017-213-070	Block J District Lot 4277, KDYD
PID: 017-639-956	Block M, District Lot 4277, KDYD
PID: 017-795-664	Block N, District Lot 4277, KDYD
PID: 017-213-126	Block O, District Lot 4277, KDYD
PID: 017-213-151	Block P, District Lot 4277, KDYD
PID: 017-780-900	Lot 1, District Lot 4277, KDYD Plan KAP46980

D. The Grantors have agreed to grant to the Grantees an easement for the purpose of ingress to and egress from the Dominant Lands over of the Servient Lands;

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) dollar now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged) and of the grants and covenants herein contained, the parties hereto agree as follows:

1. The Grantors do hereby grant, convey and confirm to the Grantee and their successors and assigns, the full and free right, licence, liberty, easement, privilege and permission at all times and from time to time to go, enter, return, pass and re-pass with or without vehicles along and over the Servient Lands for the purpose of access to the Dominant Lands for the special purposes and privileges as hereinafter set forth, that is to say, for the purpose of permitting the Grantees and the owners from time to time of the said the Dominant Lands inclusive and their agents, employees, servants and all other persons authorized by the Grantees to enter in, upon, across and over the Easement Area, together with machinery, motor vehicles and other equipment, for the purpose of obtaining access to the Dominant Lands.
2. The easement hereinbefore granted is made with the intent that the benefit of the said easement granted shall be annexed and appurtenant to the said Dominant Lands and that the burden thereof shall run with and bind the Servient Lands; provided always that the Grantees shall not obstruct or interfere or permit any person claiming under it to obstruct or interfere with the use of the easement granted herein by the Grantors.
3. The parties agree that the easement rights herein granted are subject to the following conditions, provisos and obligations:
 - (a) The Grantees receiving the benefit of the easement shall protect, indemnify and save harmless the Grantors of the easement, its successors and assigns from all loss, costs, damages and expenses which they may at any time or times hereafter sustain or be liable for or in consequence of the authorization hereby granted;
 - (b) the costs of maintenance and repair of the easement area providing access to the Dominant Lands aforesaid shall be borne solely by the Grantee.
 - (c) it is mutually understood and agreed between the Grantors and the Grantees herein that the Grantors shall have access to and use of the easement in conjunction with the Grantees herein.
 - (d) in the event of the failure of any of the parties hereto to perform or observe the terms, covenants or conditions herein contained or any of them, the other party or parties not in default shall be entitled to take all such steps which in the opinion of such party or parties are necessary to remedy such failure and all costs, charges and expenses thereby incurred and all damages sustained by reason of such failure shall be paid to such party by the party or parties failing to perform or observe such terms, covenants and conditions.
4. It is hereby understood and agreed that this Agreement shall be construed as a covenant running with the land, and that no part of the fee of the soil shall be vested in the recipient of the benefit of the easement granted by the presents.
5. Each of the parties hereto will at all times and from time to time and upon reasonable request to do, execute and deliver all further assurances, acts and documents for the purpose of giving full force and effect to the covenants, agreement and provisos herein contained.

6. Wherever in the Agreement it is provided that any issue is to be, or may be, determined by arbitration or if any party hereto alleges that another party has not acted in good faith or in the event of any other dispute between the parties hereto relating to acting in good faith or in the event of any other dispute between the parties hereto relating to this Agreement, the same shall be determined by single arbitrator pursuant to the provisions of the *Commercial Arbitration Act* of the Province of British Columbia and amendments thereto.
7. Wherever the singular or the masculine is used herein, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require, and where a party is more than one person, all personal representatives and assigns.
8. This Agreement shall enure to and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors, personal representatives and assigns.
9. The parties agree that notwithstanding the general nature of the easement herein granted, the Grantees shall use only such portions of the Servient Lands as are currently existing as roadway.

IN WITNESS WHEREOF the parties have executed this Agreement.

END OF DOCUMENT