

LAND TITLE ACT
FORM C

COPY

23 OCT 2006 10 24

LAI46875

(Section 233(1))
Province of British Columbia

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

PAGE 1 of 4 pages

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: * 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.
(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**, #106-1121 McFarlane Way, Merritt, BC 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

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

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.

**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(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