

LAND TITLE ACT  
FORM C

(Section 233(1))

Province of British Columbia

KX160040

-7 NOV 2005 14 28

KX160039

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

PAGE 1 of 6 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))\*

NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906)

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

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.

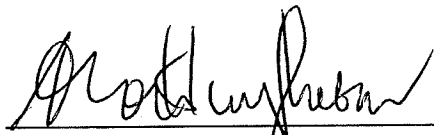
**LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED**

Officer Signature(s)

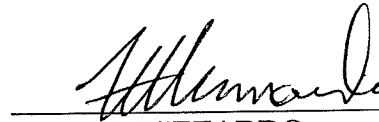
Execution Date		
Y	M	D
2005	09	16

Transferors

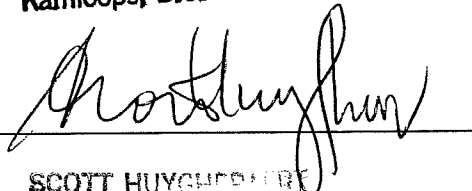
**NICOLA LAKESHORE ESTATES INC.**  
by its authorized signatory(ies)



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



**FRANK RIZZARDO**



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

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



**FRANK RIZZARDO**

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**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 OF LAND**

No PID                      Lots 61 District Lot 530 KDYD  
Plan 79399

No PID                      Lot 62 District Lot 530 KDYD  
Plan 79399

**3. NATURE OF INTEREST**

DESCRIPTION:	DOCUMENT REFERENCE:	PERSON ENTITLED TO INTEREST:
Easement over Lot 61: Lot 62: Plan KAP <u>79399</u>	Pages 5 & 6, inclusive and paragraphs 1 - 8 inclusive	Registered owners of : <u>79399</u> Lot 62, District Lot 530, Plan KAP Lot 61, District Lot 530, Plan KAP <u>79399</u>
AS SHOWN ON PLAN	KAP <u>79524</u>	

TERMS OF INSTRUMENT - PART 2

THIS AGREEMENT MADE THE 16<sup>th</sup>. 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:

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

(hereinafter called "Grantee")

OF THE SECOND PART

WHEREAS

A. The Grantors are the registered owners of certain lands and premises situate near the City of Merritt, in the Province of British Columbia, and more particularly known and described as:

No PID                                      Lot 61, District Lot 530 ("Lot 61")  
Plan 79399

No PID                                      Lot 62, District Lot 530 ("Lot 62")  
Plan 79399

(hereinafter called the "Servient Lands")

B. The Grantee is the registered owner of certain lands and premises situate in the Kamloops Assessment Area, in the Province of British Columbia, and more particularly known and described as:

No PID                                      Lot 61, District Lot 530, KDYD  
Plan 79399

No PID                                      Lot 62, District Lot 530, KDYD  
Plan 79399

(hereinafter called the "Dominant Lands")

C. There is an existing roadway through the Servient Lands over which the Grantees wishes to travel in order to obtain access to the Grantees' properties;

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 as hereinafter described;

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 Grantor as owner of Lot 61 does hereby grant, convey and confirm to the Grantee and their successors and assigns as owner of Lot 62, 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 Lot 61 as shown outlined on a plan prepared by John Graham, B.C.L.S. dated the 20<sup>th</sup>. day of October, 2005 registered under Plan No. 79524 for the purpose of access to Lot 62 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 Lot 62 inclusive and their agents, employees, servants and all other persons authorized by the Grantees to enter in, upon, across and over the said Lot 61, together with machinery, motor vehicles and other equipment, for the purpose of obtaining access to the Dominant Lands.
2. The Grantor as owner of Lot 62 does hereby grant, convey and confirm to the Grantee and their successors and assigns as owner of Lot 61, 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 Lot 62 as shown outlined on a plan prepared by John Graham, B.C.L.S. dated the 20<sup>th</sup>. day of October, 2005 registered under Plan No. 79524 for the purpose of access to Lot 62 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 Lot 61 inclusive and their agents, employees, servants and all other persons authorized by the Grantees to enter in, upon, across and over the said Lot 62, together with machinery, motor vehicles and other equipment, for the purpose of obtaining access to the Dominant Lands.
3. 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 in each case and that the burden thereof shall run with and bind the Servient Lands in each case; 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 Area granted herein by the Grantors.
4. 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.

5. 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.
6. 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.
7. Wherever in the Agreement it is provides 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.
8. 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.
9. This Agreement shall enure to and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors, personal representatives and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement.

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 300-180 Seymour Street, Kamloops, BC V2C 2E3 apply, on behalf of NICOLA LAKESHORE ESTATES INC. (Inc. No. 470906) of #106-1121 McFarlane Way, Merritt, BCV1K 1B9 to deposit a reference/explanatory plan of of Part of Lots 61 and 62 Plan KAP 79399 DL 530 KDYD.

I enclose:

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

**ASSIGNED PLAN NO.**

KAP 79524

DATED this 24<sup>th</sup>. day of October, 2005

  
SIGNATURE

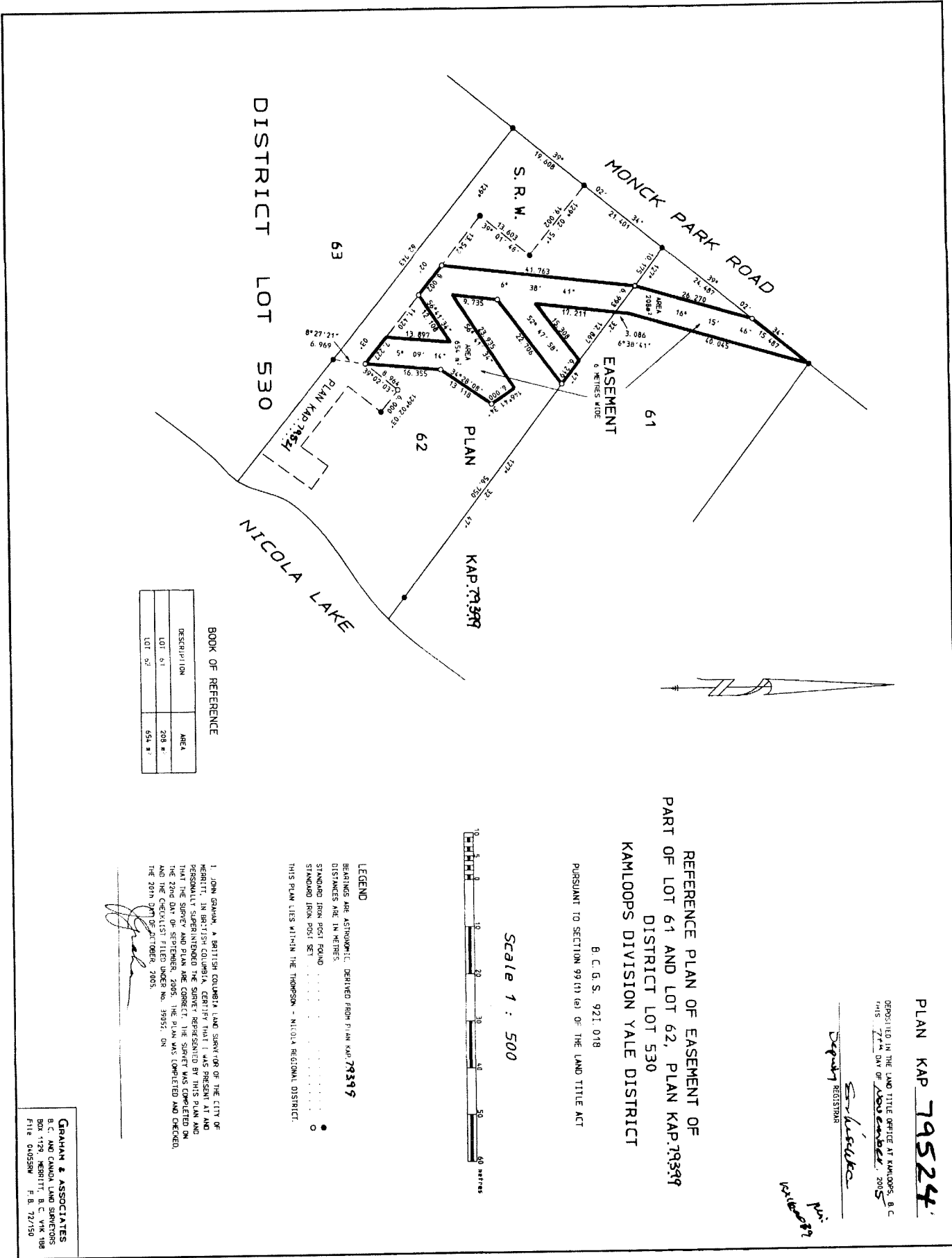
**NOTE:** (i) Under section 67(s) the following reproductions of the plan must accompany this application:

- (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.



PLAN KAP 79524

DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C. THIS 7th DAY OF November, 2005

*Signature*  
REGISTRAR

*Signature*

REFERENCE PLAN OF EASEMENT OF  
PART OF LOT 61 AND LOT 62, PLAN KAP.79399  
DISTRICT LOT 530  
KAMLOOPS DIVISION YALE DISTRICT

B. C. S. 921, 018  
PURSUANT TO SECTION 99 (1) (a) OF THE LAND TITLE ACT

Scale 1 : 500



**LEGEND**  
BEARINGS AND DISTANCES: DERIVED FROM PLAN KAP 79399  
DISTANCES 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 MERRITT, 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 27th DAY OF SEPTEMBER, 2005. THE PLAN WAS COMPLETED AND CHECKED AND THE CHECKLIST FILED UNDER No. 39352, ON THE 20th DAY OF OCTOBER, 2005.

*Signature*

BOOK OF REFERENCE

DESCRIPTION	AREA
LOT 61	208 m <sup>2</sup>
LOT 62	654 m <sup>2</sup>

**GRAHAM & ASSOCIATES**  
B.C. AND CANADA LAND SURVEYORS  
BOX 128, MERRITT, B.C. V1K 1B8  
File 040559W F.B. 72/150