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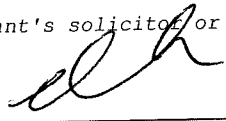
KX160028

Province of
British Columbia

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 & Solicitors
300, 180 Seymour Street, Kamloops, BC V2C 2E3
Ph: (250) 374-3344

Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)
Lots 36-79, DL 530, KDYD
Plan KAP 79399

3. NATURE OF INTEREST: * DESCRIPTION	DOCUMENT REFERENCE (Page and Paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument Pages 2 to 5	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 charge on the land described in Item 2.

5. TRANSFEROR(S) : *
NICOLA LAKESHORE ESTATES INC. (Inc. No.470906), 300-180 Seymour Street, Kamloops, BC V2C 2E3

6. TRANSFEREE(S) : [postal address(es) and postal code(s)]
~~HER MAJESTY THE QUEEN IN THE RIGHT OF THE GOVERNMENT OF CANADA, as represented the Area Chief, Habitat Branch, Fisheries and Oceans Canada, 985 McGill Place, Kamloops, BC, V2C 6X6, the THE THOMPSON NICOLA REGIONAL DISTRICT, 300 - 456 Victoria Street, Kamloops, BC, V2C 2A9 and the MINISTRY OF ENVIRONMENT 1259 Dalhousie Drive, Kamloops, BC V2C 5Z5~~

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.

Execution Date

Officer Signature(s)

Y	M	D
05	09	16

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

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.

* If space insufficient, enter "SEE SCHEDULE" attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

ADDITIONAL REGISTRY
10330

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.

6. TRANSFEREE(S):

**THE CROWN IN RIGHT OF CANADA,
C/O AREA CHIEF, HABITAT BRANCH, FISHERIES AND OCEANS
CANADA, 985 McGill Place, Kamloops, BC, V2C 6X6**

And

**THOMPSON-NICOLA REGIONAL DISTRICT, 300-456 Victoria Street,
Kamloops, BC V2C 2A9**

And

**THE CROWN IN RIGHT OF BRITISH COLUMBIA
C/O MINISTRY OF ENVIRONMENT, 1259 Dalhousie Drive, Kamloops,
BC V2C 5Z5**

TERMS OF INSTRUMENT - PART 2
FISHERY PROTECTION COVENANT

WHEREAS the Transferor is the fee simple owner of the hereinbefore described lands and premises as shown in paragraph 2 of Form "C" (hereinafter called the "Lands").

AND WHEREAS THOMPSON NICOLA REGIONAL DISTRICT and the Approving Officer for the MINISTRY OF TRANSPORTATION AND HIGHWAYS is first required with respect to the Transferor's proposed subdivision of the Lands, and as a condition of such consent, they require a covenant to be charged against the Lands in priority to any financial charges pursuant to Section 219 of the Land Title Act, Chapter 250, R.S.B.C., 1996 which Covenant is for the purposes of maintaining the productivity of the natural lakeshore ecosystem and to protect the associated fish habitat, including stream side vegetation and various foreshore areas which may also be vegetated;

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor, and receipt of which is hereby acknowledged, and for other good and valuable consideration, the Transferor and all persons claiming under him agree to the following restriction.

1. No native vegetation or "natural features", including standing dead trees, logs and driftwood, within thirty (30) metres of the natural boundary of Nicola Lake shall be disturbed, removed or degraded nor shall any development occur which precludes the growth of native vegetation, nor shall any herbicides, pesticides or chemical fertilizers be used within such area except with the authorization of the Department of Fisheries and Oceans.

2. Planting of vegetation outside of the thirty(30) metre zone shall be limited to xeric native species.
3. Notwithstanding the provisions of paragraphs 1 and 2 above, vegetation may be removed within 30 metres of the natural boundary of Nicola Lake in order to create a shoreline access trail, a maximum of one such trail per residential lot, not to exceed 1.5 metres in width and a max of two trails per commercial lot not to exceed 3 meters each . The Transferor covenants that in constructing any such trail, no trees greater than 20 cm. in diameter at breast height be removed or lost. Such trail is to be constructed manually, without the use of heavy equipment. Such trail need not be straight, but shall be designed to minimize overall impact. No boat ramps shall be built on the Lands, Commercial and Residential lots shall use the common ramp provided at the foot of the road right of way known as Waterside Trail.
4. The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns hereby indemnifies and saves harmless the Transferee and its employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or the Transferee or any of their employees, servants, or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in this agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by any matter or thing addressed in the preceding paragraphs as the subject matter of this restrictive covenant.

5. The Transferor's covenants contained in this agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, his heirs, executors, administrators, successors and assigns.

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6. Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor, including their heirs, executors, administrators, successors and assigns, or the Lands under any law, by-law, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Transferee as if this agreement had not been made by the parties.
7. The Transferor or any of his heirs, executors, administrators and assigns, as the case may be, shall give written notice of this agreement to any person to whom he proposes to dispose of the Lands or any part thereof, which notice shall be received by that person prior to such disposition.
8. For the purposes of this paragraph, the word "dispose" shall have the meaning given to it under Section 29 of the Interpretation Act.
9. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
10. If any section or any part of this agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this agreement and the remaining sections or parts of this agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this agreement.

11. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include 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 herein are enactments of the Province of British Columbia.

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12. The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this agreement.

13. The parties agree that the Transferee is not responsible to inspect the Lands or to otherwise insure compliance with this agreement, nor is the Transferee required to remedy a default of this agreement and a failure to enforce this agreement by the Transferee shall not constitute a waiver of its rights hereunder.

Approved under the Land Title Act on the 17th day of OCTOBER, 2005

David Leber

APPROVING OFFICER

END OF DOCUMENT