

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 5 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 18424170 SEH/cg
Client 10337

Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)
No. PID Lots 1-3 and 5 - District Lot 530 KDYD
Plan KAP

79399

ABSTRACT REGISTRY

10330

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)

6. TRANSFEREE(S): [postal address(es) and postal code(s)] THE CROWN IN RIGHT OF BRITISH COLUMBIA C/C
MINISTER OF TRANSPORTATION, 441 Columbia Street, Kamloops, BC V2C 2T3 and the
THOMPSON NICOLA REGIONAL DISTRICT, 300-456 Victoria Street, Kamloops, BC 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.

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(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.

TERMS OF INSTRUMENT - PART 2
FLOOD PLAIN COVENANT

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

AND WHEREAS the consent of the Approving Officer for the Ministry of Transportation 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 purpose of minimizing the loss which owners or occupants of lands may incur as a result of flooding.

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor (the 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 restrictions:

1. Hereafter, no building, mobile home or unit, modular home or structure, shall be constructed, reconstructed, moved, extended or located within 30 metres onshore of the natural boundary of Nicola Lake.
2. Hereafter, no area used for habitation, business or storage of goods damageable by flood waters shall be located within any building, modular home or structure at an elevation such that the underside of the floor system thereof is less than 348.4 metres. In the case of a mobile home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above-described elevation.

3. The required elevation may be achieved by structural elevation of the said habitable, business or storage area or by adequately compacted landfill on which any building is to be constructed or mobile home or unit located, or by a combination of both structural elevation and landfill. No area below the required elevation shall be used for the installation of furnaces or other fixed equipment susceptible to damage by flood water. Where landfill is used to raise the natural ground elevation, the toe of the landfill slope shall be no closer to the natural boundary than the setback requirement given in condition (1) above. The face of the landfill slope shall be adequately protected against erosion from flood flows (wave action, ice or other debris).
4. The Owner acknowledges that the Province of British Columbia does not represent to the Owner or any other person that any building or mobile home located in accordance with paragraphs (1) and (2) herein will not be damaged by flooding or erosion, and the Owner covenants and agrees not to claim damages from the Province or the Ministry of Transportation or to hold the Province or the Ministry of Transportation responsible for damages caused by flooding or erosion to the land or to any building, improvement or other structure built, constructed or placed upon said Lands and to any contents thereof.
5. There shall be no further subdivision of the Lands. All dwellings constructed shall be single family dwellings.

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.

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.

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.

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. For the purposes of this paragraph, the word "dispose" shall have the meaning given to it under Section 29 of the Interpretation Act

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.

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.

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.

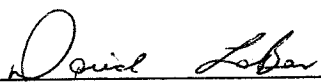
The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this agreement.

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.

Notwithstanding compliance of this covenant by the Transferor or its successors, the Lands may nonetheless be subject to damage from floodwaters.

This is the instrument creating the condition or covenant entered into under Section 219 of the Land Title Act, Chapter 250, R.S.B.C. 1996, by the registered owner(s) referred to herein.

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



Approving Officer

END OF DOCUMENT