

-7 NOV 2005 14 28

KX160038

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

3
Page 1 of 3 Pages

1. APPLICATION: (Name, Address, phone number and signature of applicant, applicant's solicitor or gent)
MORELLI CHERTKOW, Barristers & Solicitors
300-180 Seymour Street, Kamloops, BC V2C 2E3
Phone #1-250-374-3344
FILE #18424170 SH/cg
LTO CLIENT No. 10337

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*(PID)
(LEGAL DESCRIPTION)

Lot 56, District Lot 530, Plan 79399

3. NATURE OF INTEREST:*	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
DESCRIPTION	(Page and Paragraph)	
Statutory Right of Way	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) of #106 - 1121
McFarlane Way, Merritt, BC V1K 1B9

6. TRANSFEREE(S): [postal address(es) and postal code(s)] THE CROWN IN RIGHT OF BRITISH COLUMBIA C/O
MINISTRY OF TRANSPORTATION, 441 Columbia Street, Kamloops, BC V2C 2T3

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)

(as to all signatories)
LEIGH PEDERSEN
Barrister & Solicitor
300 - 180 Seymour St,
Kamloops, B.C. V2C 2E3

Y	M	D
05	10	25

Nicola Lakeshore Estates
Inc. by its authorized
Signatory

~~FRANK CHIZZARDI~~
SCOTT HUYGHEBAERT

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.

ABSTRACT REQUIRED
10330

GENERAL RIGHT-OF-WAY WITH PLAN

THIS AGREEMENT made the 25 day of October, 2005.

BETWEEN:

NICOLA LAKESHORE ESTATES INC. of
#106 – 1121 McFarlane Way
Merritt, BC V1K 1B9

(hereinafter called the "Transferor")

OF THE FIRST PART

AND:

MINISTRY OF TRANSPORTATION
441 Columbia Street
Kamloops, British Columbia,
V2C 2T3

(hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS:

- (a) The Transferor is the registered owner of an estate in fee simple of certain lands and premises located near the City of Merritt and more particularly described as:

PID: No PID
Lot 56, District Lot 530, Plan 79399

(hereinafter called the "Lands"):

- (b) The Transferor has requested that the Transferee provide to it a right of way for existing roadways and future road construction (hereinafter called the "Road").

WITNESSETH:

1. FOR GOOD AND VALUABLE CONSIDERATION given by the Transferee to the Transferor (the receipt whereof by the Transferor is hereby acknowledged), and the covenants and agreements herein contained, the Transferor DOTH HEREBY GRANT, CONVEY AND CONFIRM unto the Transferee, its heirs, and assigns, a full, free and uninterrupted right, licence, liberty, easement, privilege and permission to construct, keep, operate, maintain, inspect, alter, remove, replace, reconstruct and repair the Road over and through that part of the Lands of the Transferor shown outlined on a statutory plan of right-of-way prepared by John Graham, B.C.L.S. dated the 20 day of OCTOBER, 2005 registered under Plan No. KAP 79523 in the Kamloops Land Title Office, (hereinafter called the "Right-of-Way Area") together with the full, free and uninterrupted right of ingress and egress in connection therewith for the Transferee, its servants and agents, to use, enter, labour, pass and re-pass upon and in the Lands and to dig up such of the soil of the Right-of-Way Area as may be necessary.

2. THE TRANSFEREE COVENANTS AND AGREES with the Transferor that it will construct, lay down, maintain and repair the Road as may be reasonable and proper in the circumstances. The Transferee FURTHER COVENANTS AND AGREES with the Transferor that it will at all times keep the Road in a proper state of repair.
3. THE TRANSFEREE WILL, so often as its servants or agents shall enter upon the Right-of-Way Area to construct, reconstruct, maintain, inspect, renew or repair the Road forthwith restore the surface soil and surfacing materials of the Lands to, as nearly as possible, the same condition as it was prior to the entry for the aforesaid purpose or purposes.
4. All expenses incurred in the construction of the Road and for repairs, alterations, and maintenance thereto and in the performing of any and all of the covenants and agreements herein agreed to be performed by the Transferee shall be borne by and paid for by the Transferee and the Transferee herein COVENANTS AND AGREES to indemnify and save harmless the Transferor, its heirs, administrators, executors, successors and assigns, from any and all loss, damages, costs, charges or expenses in any way arising from or caused by anything done or not done or maintained hereunder.
5. THE TRANSFEROR HEREBY COVENANTS WITH THE Transferee that it will not make, place, erect or maintain on the Right-of-Way Area any building, structure, foundation, fill, soil or obstruction which will interfere with the Road or prevent reasonable access thereto.
6. The covenants herein contained shall be covenants running with the Lands and shall be perpetual and the Right-of-Way Area hereby granted shall be perpetual.
7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

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, Debra Bartel, Land Title Agent, of 202-239 Victoria Street, Kamloops, B.C., V2C 2A1,
the authorized agent for:

THE CROWN IN RIGHT OF BRITISH COLUMBIA C/O MINISTRY OF
TRANSPORTATION, 441 Columbia Street, Kamloops, BC V2C 2T3

the owner(s) of a registered charge apply to deposit a reference/explanatory plan of:

Part of Lot 56 Plan KAP79399 DL 530 KDYD

ASSIGNED PLAN NO.

KAP 79523

I enclose:

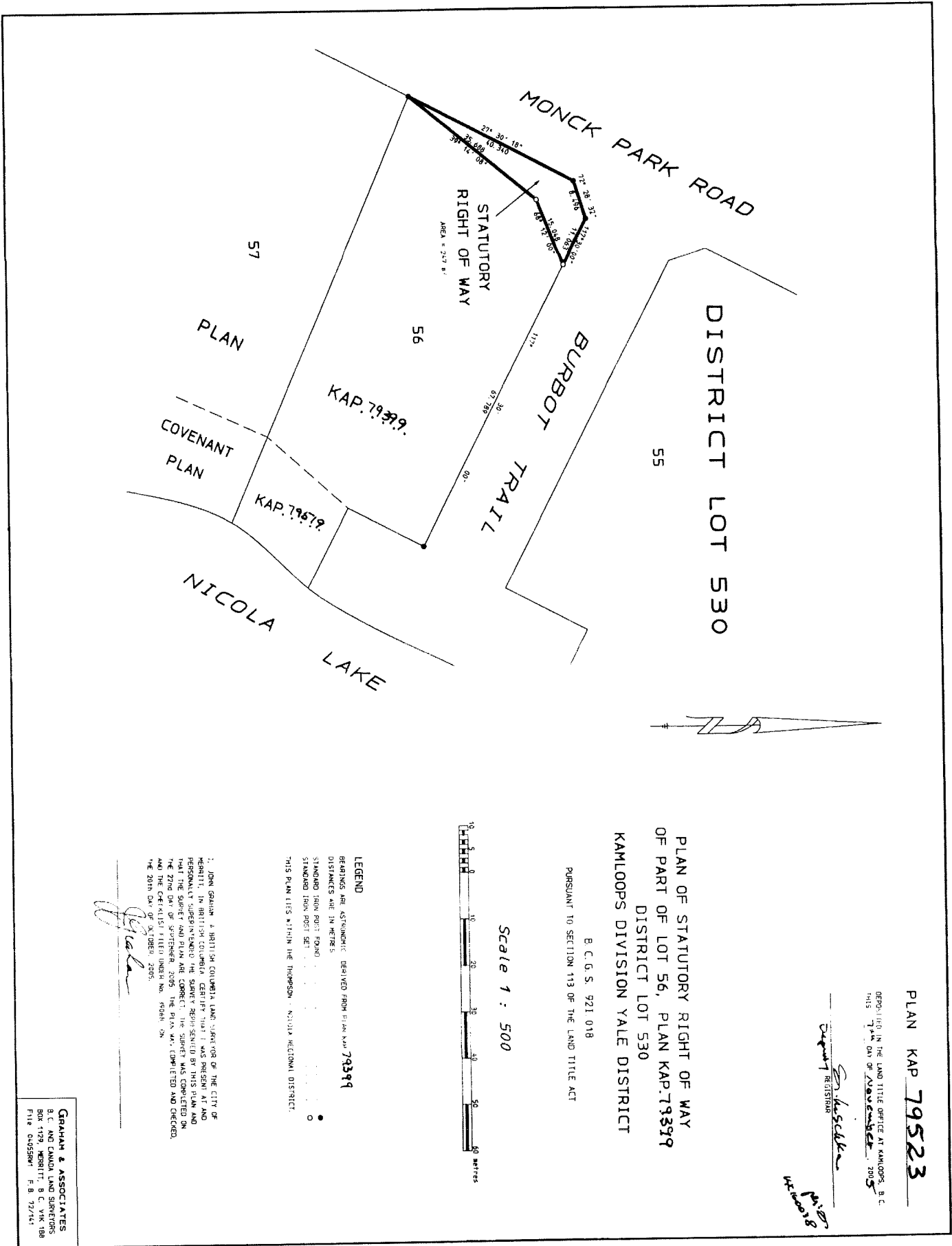
1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67 (u).
3. Fees of \$ NIL

Dated the 20 day of October, 2005.



SIGNATURE

Client File: 18424170 Nicola Lakeshore



PLAN KAP 79523

DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C. THIS 1st DAY OF NOVEMBER 2005

S. Haselkorn
SHERIFF REGISTRAR

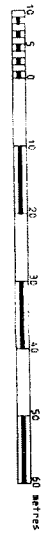
Michael J. ...

PLAN OF STATUTORY RIGHT OF WAY
OF PART OF LOT 56, PLAN KAP.79399
DISTRICT LOT 530
KAMLOOPS DIVISION YALE DISTRICT

B. C. S. 921 018

PURSUANT TO SECTION 113 OF THE LAND TITLE ACT

Scale 1 : 500



LEGEND

- BEARINGS AND DISTANCES DERIVED FROM PLAN KAP 79399
- DISTANCES ARE IN METERS
- STANDARD FROM FOOT SET
- STANDARD FROM FOOT SET
- THIS PLAN LIES WITHIN THE HOPISEW - NICOLA MEDICAL DISTRICT.

I, JOHN GRAHAM, A BRITISH COLUMBIA LAND SURVEYOR OF THE CITY OF VERNON, IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERVISED 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 CERTIFICATE FILED UNDER No. 92081 ON THE 20th DAY OF OCTOBER 2005.

John Graham

GRAHAM & ASSOCIATES
B.C. AND CANADA LAND SURVEYORS
BOX 1129, VERNON, B.C. V1K 1B8
FILE 0455841 F.B. 72741