

C-6565
(C01)

LAND TITLE ACT 1/ -3 AUG 2007 09 36
FORM C
(Section 233)

LB092597

Province of
British Columbia

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

PAGE 1 of 3

ABSTRACT REGISTRY
10330

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

MORELLI CHERTKOW LLP, Barristers and Solicitors
300 - 180 Seymour Street, Kamloops, BC V2C 2E3
Phone: (250) 374-3344
File No. 18424152 SH/cg

01 07/07/07 07:39:13 AUTHORIZED AGENT 009777
CHARGE \$65.65

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

(PID)	(LEGAL DESCRIPTION)
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

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. MT
- (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. BC0470906), #106-1121 McFarlane Way, Merritt, BC V1K 1B9

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) **THOMPSON NICOLA REGIONAL DISTRICT**, 300-465 Victoria Street, Kamloops, BC V2C 2A9

7. ADDITIONAL OR MODIFIED TERMS: Not Applicable

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)

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

Execution Date

Y	M	D
07	07	31

Transferor(s) Signature(s) **NICOLA LAKESHORE ESTATES INC.** by its authorized signatories:

FRANK RIZZARDO
Name (Please Print)

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.

SECTION 219 COVENANT

TERMS OF INSTRUMENT - Part 2

- A. The Transferor owns the following Lands: ("Lot 75"); ("Lot 76"); and ("Lot 77").
- B. The property is currently zoned LR-2 (Lakeshore Residential Multi-Family) by the Transferee.
- C. The Transferee has requested and the Transferor has agreed to provide a covenant that restricts the number of 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 one bedroom equivalent residential dwelling unit.

2. The Transferor covenants with the Transferee that it will not
 - (a) Construct more than Sixteen (16) Units on Lot 75;
 - (b) Construct more than Fifteen (15) Units on Lot 76;
 - (c) Construct more than Fifteen (15) Units on Lot 77.
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