

LAND TITLE ACT
FORM C
 (Section 219.81)
 Province of
 British Columbia

-9 NOV 2001 12 19
 LAND TITLE OFFICE
 KAMLOOPS

KR106658

GENERAL INSTRUMENT - PART 1

Page 1 of 4 pages

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

JIM DOWNS

BROOKE, JACKSON, DOWNS

Lawyers, P. O. Box 67,

Salmon Arm, B.C. V1E 4N2 832-9311

Client number: 10348 File 19-540/JD (Covenant)

Signature of Solicitor

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

(PID)

(Legal Description)

003-424-791

Lot A, District Lot 452, Kamloops Division Yale District, Plan 5865

3. NATURE OF INTEREST: *

Description

Document reference
(page and paragraph)

Person entitled to interest

Section 219 Covenant

Pages 3 - 4

Transferee

4. TERMS: Part 2 of this instrument consists of

(a) Filed Standard Charge Terms

(b) Express Charge Terms

(c) Release

D.F. No.

☒ Annexed as Part 2☐ 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 to this instrument. If (c) is selected, the charge described in Item 3 is release or discharged as a charge on the land described in Item 2.

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CHARGE484318
\$55.00**5. TRANSFEROR(S): ***

JOHN DOUGLAS MONK, "Businessman", DORIANE LOUISETTE MONK,
 "Businesswoman" both of 190 - 5th Street, S.E., Apt 10, Salmon Arm, B.C., V1E 1G3, as JOINT
 TENANTS

6. TRANSFEREE(S):

DISTRICT OF SICAMOUS, Box 219, Sicamous, British Columbia and HER MAJESTY
THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented
 by the Ministry of Environment, Lands and Parks c/o Parliament Buildings, Victoria, British
 Columbia, V8V 1X4

GENERAL INSTRUMENT - PART 1

Page 2 of 4 pages

7. ADDITIONAL OR MODIFIED TERMS: *

8. EXECUTIONS: 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

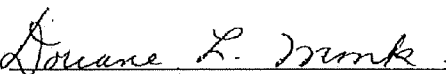
Execution Date

Party Signature


JIM DOWNS
 Barrister & Solicitor
 Box 67, 51 - 3rd Street, N.E.
 Salmon Arm, B.C. V1E 4N2
 832-9311

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JOHN DOUGLAS MONK


DORIANE LOUISETTE MONK

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. 1979, c. 116, 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.

GENERAL INSTRUMENT - PART 2
TERMS OF INSTRUMENT

Page 3 of 4 pages

WHEREAS:

- A. The Transferors are the registered owners in fee-simple of that parcel and tract of land situate in the District of Sicamous, Province of British Columbia, more particularly described in Section 2 of Part 1 of this Form C General Instrument (the "Transferors' Land").
- B. The Transferors' Land may be subject to flooding.
- C. The Transferors have applied for a Development Permit and a Development Variance Permit for the Transferors' Land and it is a condition of the granting of said Permits that the Transferors grant the covenants herein contained pursuant to Section 219 of the Land Title Act.

NOW THEREFORE in consideration of payment by the Transferees of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Transferors) and pursuant to Section 219 of the Land Title Act, the Transferors hereby covenant and agree with the Transferees as follows:

1. The Transferors are aware of and, on behalf of themselves and their heirs, executors, legal representations, successors and assigns, hereby acknowledge that there is a potential flood danger to the Transferors' Land.
2. Hereafter, and so long as the covenants herein shall remain in force and effect, no building, manufactured mobile home, or unit, modular home, or any other structure shall be constructed, moved or extended such that the underside of the floor system, or in the case of a manufactured mobile home or unit, the ground level or top of the concrete or asphalt pad on which it is located, shall be less than elevation 351.0 metres (1,151.6 feet) G.S.C. Hereafter, and so long as the covenants herein shall remain in force and effect, no area used for habitation, business, storage of goods or for the installation of furnaces or other fixed equipment damageable by floodwaters, excluding vehicle parking facilities, shall be located within any building, manufactured mobile home or unit, modular home, or any other structure at an elevation less than 351.0 metres (1151.6 feet) G.S.C. The restrictions contained in this Section shall apply to any building, manufactured mobile home, or unit, modular home or any other structure built or placed on the Transferor's Land after the date of registration of Development Permit 96-136-DP, that being October 31, 1997, but shall not prevent the use of any building, manufactured mobile home, or unit, modular home, or any other structure located on the Transferor's Land prior to October 31, 1997.

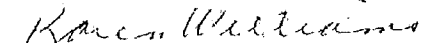
Page 4 of 4 pages

3. The required elevation may be achieved by structural elevation of the said habitable, business, storage or other fixed equipment areas or by adequately compacted landfill on which any building is to be constructed or manufactured mobile home or unit located, or by a combination of both structural elevation and landfill.

Where landfill is used to achieve the required elevation above the natural ground elevation, the toe of the land fill slope shall not encroach into the regulated setback distance from the natural boundary of a lake, river, stream, or other water body and shall be contained within the legal boundaries of the Transferor's Land. The face of the landfill slope shall be adequately protected against erosion from flood, ice and debris flows and wave action.

4. The Transferors acknowledge that the Transferees do not represent to the Transferors or any other person that any building constructed or manufactured or mobile home or modular home or structure located in accordance with paragraph 2 herein, will not be damaged by flooding or erosion, and the Transferors, on behalf of themselves and their heirs, executors, legal representatives, successors and assigns, with full knowledge of the potential flood and/or erosion danger and in consideration of the Permits given by one of the Transferees covenant and agree not to claim damages from the Transferees or hold the Transferees responsible for damages caused by flooding or erosion to the Transferors' Land or to any building, improvement, or other structure located, built, constructed or placed thereon or to any contents thereof.
5. The Transferors and the Transferees further agree with one another as follows:
- (a) that whenever the expressions "Transferors" or "Transferees" are used herein, the same shall be construed as meaning the singular, plural or body corporate or politic where the context so requires; and
 - (b) that the covenants herein contained are and shall be deemed to be covenants running with title to the Transferors' Land to the benefit of the Transferees and shall be binding upon the Transferors and their successors in title in perpetuity or until such time as the same shall be released by the Transferees or shall be ordered discharged by a Court of competent jurisdiction.

This is the instrument creating the conditions or covenants entered into under Section 219 of the Land Title Act by the Transferor herein described.


Approving Officer for District of Sicamous

END OF DOCUMENT

Status: Registered

Doc #: KR106659

RCVD: 2001-11-09 RQST: 2021-05-27 11:29:00

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LAND TITLE ACT
FORM C
(Section 219.81)
Province of
British Columbia

-9 NOV 2001 12 19

KR106659

LAND TITLE OFFICE
KAMLOOPS**GENERAL INSTRUMENT - PART 1**

Page 1 of 4 pages

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

JIM DOWNS
BROOKE, JACKSON, DOWNS
Lawyers, P. O. Box 67,
Salmon Arm, B.C. V1E 4N2 832-9311
Client number: 10348 File 19-540/JD (Covenant.2)

Signature of Solicitor

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

003-424-791 Lot A, District Lot 452, Kamloops Division Yale District, Plan 5865

3. NATURE OF INTEREST: *

Description

Document reference
(page and paragraph)

Person entitled to interest

Section 219 Covenant

Pages 3 - 4

Transferee

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484318

CHARGE

155.00

4. TERMS: Part 2 of this instrument consists of

- (a) Filed Standard Charge Terms
(b) Express Charge Terms
(c) Release

D.F. No.

☒ Annexed as Part 2☐ 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 to this instrument. If (c) is selected, the charge described in Item 3 is release or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *

JOHN DOUGLAS MONK, "Businessman", **DORIANE LOUISETTE MONK**,
"Businesswoman" both of 190 - 5th Street, S.E., Apt 10, Salmon Arm, B.C., V1E 1G3, as JOINT
TENANTS

6. TRANSFEREE(S):

DISTRICT OF SICAMOUS, Box 219, Sicamous, British Columbia

GENERAL INSTRUMENT - PART 1

Page 2 of 4 pages

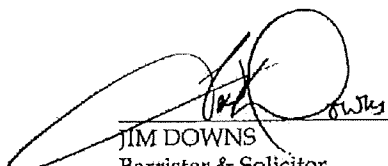
7. ADDITIONAL OR MODIFIED TERMS: *

8. EXECUTIONS: 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

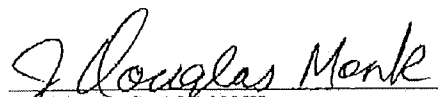
Execution Date

Party Signature

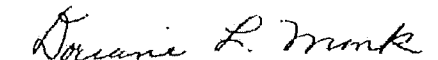


JIM DOWNS
Barrister & Solicitor
Box 67, 51 - 3rd Street, N.E.
Salmon Arm, B.C. V1E 4N2
832-9311

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JOHN DOUGLAS MONK



DORIANE LOUISETTE MONK

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. 1979, c. 116, 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.

GENERAL INSTRUMENT - PART 2

Page 3 of 4 pages

TERMS OF INSTRUMENT

WHEREAS:

A. The Transferors are the registered owners in fee simple of that certain parcel or tract of land situate in the Vernon Assessment Area, Province of British Columbia, legally described in Section 2 of Part 1 of this Form C General Instrument (the "Transferors' Land").

B. The Transferors have applied for a Development Permit (#96-136-DP) and a Development Variance Permit (#96-137-DVP) in connection with improvements on the Transferors' Land.

C. It is a condition of the Transferee issuing the said Development Permit and Development Variance Permit that the Transferors agree, inter alia, to build certain improvements on the Transferors' Land in accordance with this covenant and to limit the uses on the Transferors' Land to those permitted by the said Development Permit and Development Variance Permit;

D. The Transferors have agreed to grant this covenant pursuant to the provisions of Section 219 of the Land Title Act in order to meet with the requirements of the Transferee.

NOW THEREFORE in consideration of payment by the Transferee of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Transferors) and pursuant to Section 219 of the Land Title Act, the Transferors hereby covenant and agree with the Transferee as follows:

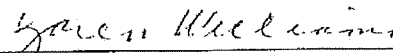
1. The uses on the Tenants' Land will be limited to a mix of commercial and residential as permitted by Development Permit #96-136-DP, Development Permit Variance #96-137-DVP and Zoning Bylaw No. 101 or any replacement or revision thereof. At the date of registration of this Covenant, the number of buildings and uses are as follows:

- (a) one commercial building with an attached residential unit;
- (b) five single family residential cottages;
- (c) one duplex residential cottage; and
- (d) one residential mobile home which is to be replaced with a residential cottage in accordance with paragraphs 2(b) and 3 of this Covenant.

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2. That on or before October 31, 1999, the Transferors shall:
 - (a) pave certain parking and access areas on the Transferors' Land in accordance with the Development Variance Permit #96-137-DVP, carry out the necessary drainage work related to said paving, and complete the landscaping and screening on the Transferors' Land in accordance with the requirements of Sicamous Zoning Bylaw No. 101, 1993 (Schedule B - B104(5)(c) and Div. 401(4)(b) and (c)); and
 - (b) remove the existing mobile home on the Transferors' Land, including the addition thereto.
3. The Transferee agrees that the Transferors may replace the mobile home on the Transferors' Land with a residential unit, provided that the residential unit complies with the British Columbia Building Code and Zoning Bylaw No. 101, 1993.
4. It is agreed by the Transferors and the Transferee as follows:
 - (a) that the covenant herein granted shall run with the Transferors' Land and be binding upon all persons hereafter acquiring any interest in the Transferors' Land;
 - (b) that whenever the expression "Transferors" or "Transferee" are used herein, the same shall be construed as meaning the singular, plural, or body corporate or politic where the context so requires;
 - (c) that this covenant shall enure to the benefit of and be binding upon each of them and their respective heirs, executors, legal representatives, successors and assigns.
5. Notwithstanding anything contained herein, the parties agree that this Covenant shall be discharged from the title to the Transferor's Land on November 1, 1999.

This is the instrument creating the conditions and covenants entered into by the Transferors herein described pursuant to Section 219 of the Land Title Act.



Approving Officer, District of Sicamous

END OF DOCUMENT