

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Sep-06-2016 15:17:38.001

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Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Elizabeth Ann
 Sadorsky
 2P2J8T

Digitally signed by Elizabeth Ann
 Sadorsky 2P2J8T
 DN: c=CA, cn=Elizabeth Ann
 Sadorsky 2P2J8T, o=Lawyer,
 ou=Verify ID at www.juricert.com/
 LKUP.dfm?id=2P2J8T
 Date: 2016.09.06 15:16:03 -0700

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

Elizabeth Sadorsky, Brooke Downs Vennard LLP
 Barristers and Solicitors
 PO Box 67, 51-3rd Street NE
 Salmon Arm BC V1E 4N2
 Document Fees: \$71.58

Client No. 10348
 File No. 38-776/ES
 Telephone No. 250-832-9311 (Kelly)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-875-851 LOT 1 SECTION 15 TOWNSHIP 22 RANGE 11 W6M KDYD PLAN EPP19912

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

LECLAIR HOLDINGS LTD. (INC. NO BC0289489)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

COLUMBIA SHUSWAP REGIONAL DISTRICT

PO BOX 978

SALMON ARM

BRITISH COLUMBIA

V1E 4P1

CANADA

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.

Officer Signature(s)

Elizabeth Sadorsky

Barrister & Solicitor

51 - 3 Street NE, PO Box 67
 Salmon Arm, BC
 V1E 4N2

Execution Date

Y	M	D
16	09	06

Transferor(s) Signature(s)

LeClair Holdings Ltd. by its
 authorized signatory(ies):

William Leclair

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.

GENERAL INSTRUMENT - PART 2

SECTION 219 COVENANT

WHEREAS:

A. The Transferor is the registered owner in fee-simple of that parcel and tract of land situate in the Vernon Assessment Area, Province of British Columbia, more particularly described in Section 2 of Part 1 of this Form C General Instrument (the "Transferor' Land").

B. The Transferor's Land is located adjacent to Shuswap Lake and may, therefore, be subject to flooding.

C. The mean annual high water mark of Shuswap Lake is 348.3 metres Geodetic Survey of Canada ("GSC") Datum (the "High Water Mark")

D. It has been determined in a report prepared by Onsite Engineering Ltd. dated March 14, 2016 (the "Report"), a copy of which is available for inspection at the Salmon Arm, British Columbia, office of the Columbia Shuswap Regional District, that the Transferor's Land may be used safely for its intended use as a single family residence but that, following a flooding event measures must be taken to mitigate damage to the improvements and landscaping located on the Transferor's Land.

E. The Transferor has applied for an exemption to a floodplain setback requirement to vary the floodplain setback and the flood construction level and it is a condition of the approval by the Transferee of that application that the Transferor grant the covenants herein contained, pursuant to Section 219 of the Land Title Act..

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 Transferor) and pursuant to Section 219 of the Land Title Act, the Transferor hereby covenants and agrees with the Transferee as follows:

1. Hereafter, and so long as the covenants herein contained shall remain in force and effect:
 - (a) no building, manufactured home or unit, modular home or structure, shall be constructed, reconstructed, moved, extended or located within 15 metres of the High Water Mark;
 - (b) no area used for habitation, business, or storage of goods damageable by floodwaters shall be located within any building, manufactured home or unit, modular home or structure at an elevation such that the underside of the floor system thereof is less than 351.0 metres GSC datum. In the case of a manufactured home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the within described elevation;
 - (c) the following are permitted as exceptions to the restrictions noted in paragraphs 1(a) and (b) herein:
 - (i) the existing boathouse may be sited at 3.6 metres from the High Water Mark;
 - (ii) the deck and stairs attached to the existing cottage may be sited at 9.2 metres from the High Water Mark;
 - (iii) the deck, steps and chimney attached to the existing single family dwelling may be sited at 12.8 metres from the High Water Mark; and
 - (iv) the existing boathouse may be sited at an elevation of 350.48 metres GSC datum.
2. The Transferor acknowledges that the Transferee does not represent to the Transferor or any other person that any building or structure constructed or located in accordance with paragraphs 1(a), (b) or (c) herein will not be damaged by flooding or erosion, and the Transferor covenants and agrees not to claim damages from the Transferee or hold the Transferee responsible for damages caused by flooding or erosion to the Transferor's Land or to any building, improvement, or other structure built, constructed or placed thereon or to any contents thereof.

4. The Transferor further covenants and agrees to indemnify and save harmless the Transferee, its servants and agents, from and against all suits, demands, claims, losses, damages, costs or expenses arising out of any breach, violation or non-performance by the Transferor of any of the covenants set out herein.
5. The Transferor and the Transferee further agree with one another as follows:
 - (a) that whenever the expressions "Transferor" 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; and
 - (b) that the covenants herein contained are and shall be deemed to be covenants running with title to the Transferor's Land to the benefit of the Transferee and shall be binding upon the Transferor and their successors in title in perpetuity or until such time as the same shall be released by the Transferee or shall be ordered discharged by a Court of competent jurisdiction.