



1. Application

Document Fees: \$76.32

Michael Blackwell, Laywer, Fulton & Company LLP
Lawyers & Trade-Mark Agents
300 - 350 Lansdowne Street
Kamloops BC V2C 1Y1
250-372-5542

eDAS File #: 2020-04416
 Fulton File #: 72595-24/sz

2. Description of Land

PID/Plan Number	Legal Description
EPP115865	LOT 3 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 4 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 5 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 6 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 7 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 9 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 11 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 12 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 13 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 17 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 18 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 19 DL 1909S SDYD PLAN EPP115865

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Pursuant to Section 219 of the Land Title Act

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1107439 B.C. LTD., NO.BC1107439

6. Transferee(s)

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA
 AS REPRESENTED BY MINISTER OF TRANSPORTATION AND
 INFRASTRUCTURE
 PARLIAMENT BUILDINGS
 VICTORIA BC V5C 2H6



7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
<p>_____</p> <p>Michael Blackwell Barrister & Solicitor 300-350 Lansdowne Street Kamloops BC V2C 1Y1</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p>2022-11-04</p> </div>	<p>1107439 B.C. LTD. By their Authorized Signatory</p> <p>_____</p> <p>John L Flett</p>

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.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
<p>_____</p> <p>NA NA NA NA BC</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p>2022-11-04</p> </div>	<p>_____</p> <p>Michele Ihas, Approving Officer for Ministry of Transportation and Infrastructure This is an instrument required by the approving officer for subdivision plan EPP115865 creating the condition or covenant entered into under s. 219 of the Land Title Act.</p>

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.



Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Michael Alexander
Blackwell M5Y1GK**

**Digitally signed by
Michael Alexander
Blackwell M5Y1GK
Date: 2022-11-04
16:23:57 -07:00**

TERMS OF INSTRUMENT – PART 2

BETWEEN:

1107439 B.C. LTD., Inc. No. BC1107439
PO Box 797
Cache Creek, BC V0K 1H0

(hereinafter called the “Grantor”)

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as
represented by the Minister of Transportation and Infrastructure
Parliament Buildings, Victoria, BC V5C 2H6

(hereinafter called the “Grantee”)

WHEREAS the Grantor is the registered owner in fee simple of lands in the Province of British Columbia, more particularly known and described as PID: 007-789-564, District Lot 1909S Similkameen Division Yale District Except Plan 39905 (“DL 1909S”).

AND WHEREAS the Grantor proposes to subdivide DL 109S according to a plan of subdivision completed and certified correct on the 26th day of October, 2021 by Mathew Jaccard, a British Columbia Land Surveyor, numbered EPP115865 and attached hereto as Schedule “A”, into 24 new lots as shown thereon, including the following:

Lot 3 DL 1909S SDYD Plan EPP115865 (“Lot 3”)
Lot 4 DL 1909S SDYD Plan EPP115865 (“Lot 4”)
Lot 5 DL 1909S SDYD Plan EPP115865 (“Lot 5”)
Lot 6 DL 1909S SDYD Plan EPP115865 (“Lot 6”)
Lot 7 DL 1909S SDYD Plan EPP115865 (“Lot 7”)

Lot 9 DL 1909S SDYD Plan EPP115865 (“Lot 9”)
Lot 11 DL 1909S SDYD Plan EPP115865 (“Lot 11”)
Lot 12 DL 1909S SDYD Plan EPP115865 (“Lot 12”)
Lot 13 DL 1909S SDYD Plan EPP115865 (“Lot 13”)

Lot 17 DL 1909S SDYD Plan EPP115865 (“Lot 17”)
Lot 18 DL 1909S SDYD Plan EPP115865 (“Lot 18”)
Lot 19 DL 1909S SDYD Plan EPP115865 (“Lot 19”)

hereinafter collectively the “Lands”;

AND WHEREAS a covenant under Section 219 of the Land Title Act to manage the potential impact of the subdivision of DL 1909S on adjacent highway access and the safe and efficient functioning of the adjacent highway system was identified by the Ministry of

Transportation and Infrastructure and acknowledged by the Grantor and included as a condition of approval of the subdivision under Section 85 and 86 of the *Land Title Act*.

AND WHEREAS Section 219 of the *Land Title Act* provides that there may be registered as a charge against the title to any land a covenant, whether of a negative or positive nature, in favour of the Grantee that, amongst other things, land is to be used in a particular manner of that land is not to be subdivided except in accordance with the covenant;

AND NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee as follows:

1. The Grantor is aware of and, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby acknowledge that no direct access to the Lands from Highway 33 will be permitted;
2. The Grantor is aware of and, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby covenants and agrees with the Grantee, as a covenant in favour of the Grantee pursuant to section 219 of the *Land Title Act*, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Lands from and after the date hereof, that:
 - (a) access to Lot 3, Lot 4, Lot 5, Lot 6, and Lot 7 is to be shared, preserved and maintained only through and over the access point to Lot 8 DL 1909S SDYD Plan EPP115865 from Highway 33;
 - (b) access to Lot 9, Lot 11, Lot 12, and Lot 13 is to be shared, preserved and maintained only through and over the access point to Lot 10 DL 1909S SDYD Plan EPP115865 from Highway 33;
 - (c) access to Lot 17, Lot 18, and Lot 19 is to be shared, preserved and maintained only through and over the access point to Lot 16 DL 1909S SDYD Plan EPP115865 and Lot 25 DL 1909S SDYD Plan EPP115865, being a Common Lot whose undivided 1/6 shares are allocated to Lots 14, 15, 21, 22, 23, and 24 from Highway 33;

and, in particular, only through and over the easement areas shown on the Reference Plan of Easement registered in the Land Title Office under number EPP115866 attached hereto as Schedule "B"; and

- (d) the Grantor will not do anything, including without limitation, carry out any construction, improvement or installation works, and will not suffer, permit or allow any person to do anything, including carry out any construction, improvement or installation works to provide for, enable, facilitate, establish or maintain access to the Lands from the Highway 33 or from the Lands to the Highway 33.

3. The Grantor:
- (a) agrees to indemnify and to save harmless the Grantee and its employees, servants, agents, successors and assigns, and each of them, from all loss, damage, costs, actions, suits, debts, accounts, liabilities, expenses, claims and demands, including fees of solicitors and other professionals, which the Grantee or any of its employees, servants, agents, successors and assigns, may suffer, incur or be put to arising out of or in connection with
 - (i) any breach, violation or non-performance by the Grantor of this Agreement; and
 - (ii) 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 (including any existing non-conforming buildings), caused by motorized and non-motorized vehicles or other similar cause; and
 - (b) do remise, release and forever discharge the Grantee and its employees, servants, agents, successors and assigns, and each of them from all manner of actions, cause of actions, suites, debts, accounts, liabilities, costs, expenses, interest, covenants, contracts, claims and demands which the Grantor or any of his heirs, executors, administrators, successors and assigns may have against the Grantee and its employees, servants, agents, successors and assigns, or any of them, for or in any way arising from or in connection with any breach, violation or non-performance of this Agreement or by reason of 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 motorized and non-motorized vehicles or other similar cause.
4. Subject to the provisions of Section 219 of the *Land Title Act*, this Agreement shall burden and run with the Lands, and shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
5. Nothing in this Agreement shall prejudice or affect the rights, powers, and remedies of the Grantee in relation to the Grantor, including his heirs, executors, administrators, successors and assigns, or the Lands under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Grantee including as if this Agreement had not been made by the parties.
6. The Grantor will do or cause to be done at its expense all acts reasonably necessary for the Grantee to gain priority for this Agreement over all items, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Grantee and those specifically approved in writing by the Grantee.
7. The parties hereto agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land Title Act*.

8. The Grantor 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.
9. The Grantor or any of his heirs, executors, administrators, successors and assigns, as the case may be shall give written notice of this Agreement to any person to show he proposes to dispose 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 give to it under Section 29 of the *Interpretation Act*, R.S.B.C 1996, c. 238.
10. 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.
11. 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.
12. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
13. Where there is a reference to an enactment (as defined in the *Interpretation Act*) of the Province of British Columbia in this Agreement, that reference shall include that enactment as it may be amended or replaced and 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.
14. The agreements, covenants and terms of this Agreement are intended to be and shall be construed as joint and several agreements, covenants and terms on the part of the Grantor.

IN WITNESS whereof the parties hereto have, by their respective executions of Part 1 of this Instrument, executed this Instrument as of the first day and year appearing in Item 8 of the Form C comprising Part 1 of this instrument.

SUBDIVISION PLAN OF DL 1909s, SIMILKAMEEN DIVISION YALE DISTRICT EXCEPT PLAN 38905

ICGS 826.675
1:1000
11.81m IN HEIGHT (8.52) WHEN PLOTTED AT A SCALE OF 1:1000

THE INTENDED PLOT SIZE OF THIS PLAN IS 8.6km IN WIDTH BY 11.81km IN HEIGHT (8.52) WHEN PLOTTED AT A SCALE OF 1:1000

GRID BEARINGS ARE DERIVED FROM GNSS DUAL FREQUENCY STATIC BASELINE OBSERVATION BETWEEN PERSEUS 06 AND MAGICAL 01 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 11.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM 7 HOURS OF DUAL FREQUENCY GNSS OBSERVATION POST PROCESSED USING NATURAL RESOURCE CANADA'S PRECISE POINT POSITIONING (PPP) SERVICE.

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED TO COMPUTE GRID DISTANCES. MULTIPLE GROUND LEVEL DISTANCES BY THE INVERSE COMBINED FACTOR HAS BEEN DETERMINED BASED ON A MEAN ELLIPSOIDAL ELEVATION OF 1080.68m.

- LEGEND
STANDARD IRON POST FOUND
STANDARD IRON POST PLACED
STANDARD CAPTOP IRON POST FOUND
DEVICES WITNESS
DEVICES NOTING FOUND
DEVICES HECTARES
DEVICES METRES SQUARED
DEVICES FIRE POST
DEVICES BUCKYON
DEVICES FOUND
DEVICES STONE FOUND
DEVICES BEARING TREE
DEVICES TREE POINT PLACED
UNADJUSTED SURVEY POINT
DEVICES LIEBLESS
DEVICES REFERENCE PIN
DEVICES REFERENCE

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNERS.

THE PLAN LIES WITHIN THE JURISDICTION OF THE APPLICABLE OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE JURISDICTION FILE # 2020-04116

TWO COVENANTS IN THE NAME OF HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE PURSUANT TO SECTION 21(9) OF THE LAND TITLE ACT, ARE A CONDITION OF APPROVAL FOR THIS SUBDIVISION.

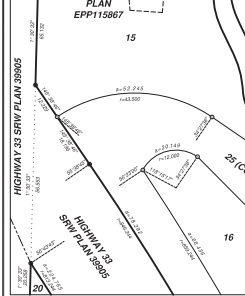
A COVENANT IN THE NAME OF HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE PURSUANT TO SECTION 21(9) OF THE LAND TITLE ACT, IS A CONDITION OF APPROVAL FOR THIS SUBDIVISION.

A COVENANT IN THE NAME OF HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE PURSUANT TO SECTION 21(9) OF THE LAND TITLE ACT, IS A CONDITION OF APPROVAL FOR THIS SUBDIVISION.

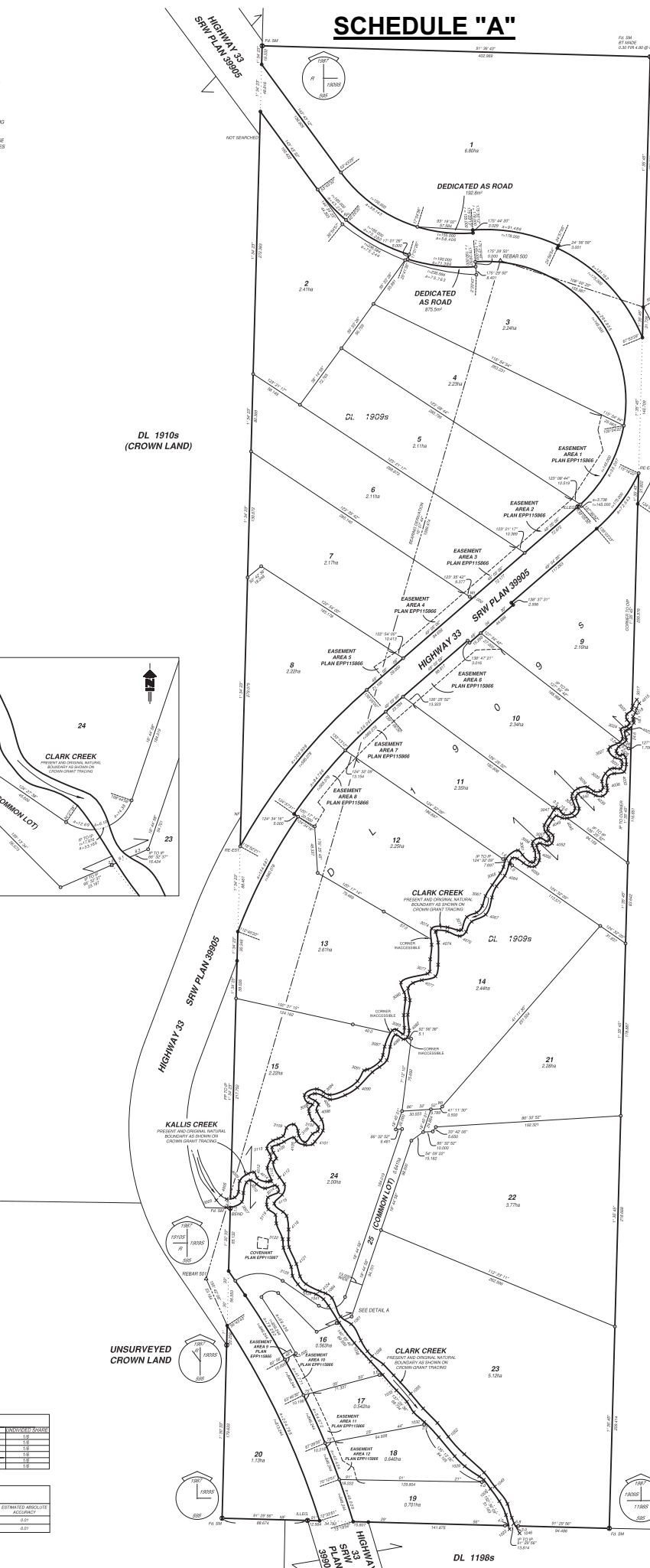
ACCESS TO LOTS 14, 15 AND 21 TO 24 ARE BY COMMON LOT.

BEARINGS TO BEARING TREES ARE MAGNETIC.

SEE DETAIL A - LOTS



SCHEDULE "A"



UNSURVEYED CROWN LAND

TABLE OF PRESENT NATURAL BOUNDARY COORDINATES DATUM: NAD83(83) 2005 UTM ZONE 11

Table with 12 columns: POINT #, NORTHING, EASTING, POINT #, NORTHING, EASTING, POINT #, NORTHING, EASTING, POINT #, NORTHING, EASTING. Contains coordinate data for various points along the boundary.

ALLOTMENT TABLE FOR THE APPORTIONMENT OF LOT 23. Columns: LOT, DISTRICT, AREA, ACCURACY.

TABLE OF CONTROL MONUMENTS DATUM: NAD83(83) 2005 UTM ZONE 11. Columns: POINT, NORTHING, EASTING, COMBINED FACTOR, ESTIMATED ABSOLUTE ACCURACY.

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 10th DAY OF OCTOBER, 2021. MATHEW JACARD, ECLJ(1516).



SCHEDULE "B"

REFERENCE PLAN OF EASEMENTS OVER PARTS OF LOTS 4 TO 8, LOTS 10 TO 12, LOTS 16 TO 18 AND LOT 25 ALL WITHIN DL 1909S, SIMILKAMEEN DIVISION YALE DISTRICT, PLAN EPP115865

FURSIANT TO SECTION 99(1)(a) OF THE LAND TITLE ACT

ROADS SEE 219

THE INTENDED PLOT SIZE OF THIS PLAN IS 864m IN WIDTH BY 1115m IN HEIGHT (AS SHOWN WHEN PLOTTED AT A SCALE OF 1:1000)

GRID BEARINGS ARE DERIVED FROM GNSS DUAL FREQUENCY STATIC BASELINE OBSERVATION BETWEEN REBAR 500 AND MAGNALL 501 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 11

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM FOUR HOURS OF DUAL FREQUENCY GNSS OBSERVATIONS POST PROCESSED USING NATIONAL REFERENCE CANADA'S PRECISE POINT POSITIONING (PPP) SERVICE.

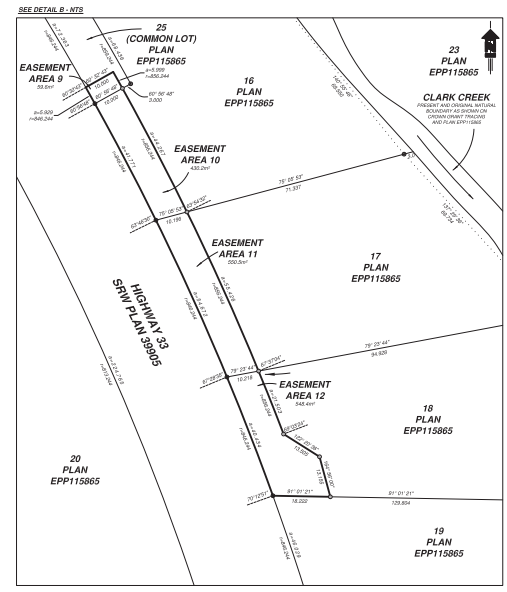
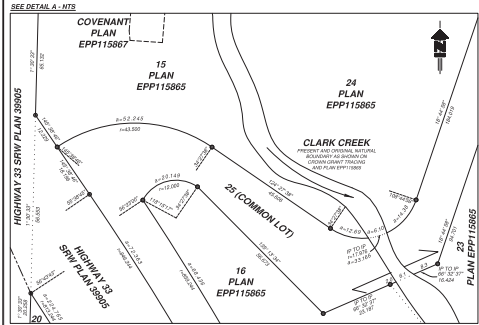
THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES AND TO COMPUTE GROUND LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999771, THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON A MEAN ELLIPSOIDAL ELEVATION OF 1080.85m.

LEGEND

- STANDARD IRON POST FOUND
- STANDARD COPPER POST FOUND
- DENOTES NOTHING FOUND
- DENOTES RECTANGLES
- DENOTES METRES SQUARED
- DENOTES TREE POST
- DENOTES IRON PIN
- DENOTES FOUND
- DENOTES STONE MOUND
- DENOTES BEARING TREE
- GNSS CONTROL POINT FOUND
- DENOTES EASEMENT

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNERS

BEARINGS TO BEARING TREES ARE MAGNETIC



AREA	DESCRIPTION	AREA
1	LOT 4 PLAN EPP115865	0.13954
2	LOT 5 PLAN EPP115865	0.20000
3	LOT 6 PLAN EPP115865	0.20000
4	LOT 7 PLAN EPP115865	0.20000
5	LOT 8 PLAN EPP115865	0.20000
6	LOT 10 PLAN EPP115865	0.13420
7	LOT 11 PLAN EPP115865	0.13420
8	LOT 12 PLAN EPP115865	0.13420
9	LOT 16 PLAN EPP115865	0.20000
10	LOT 17 PLAN EPP115865	0.20000
11	LOT 18 PLAN EPP115865	0.20000
12	LOT 25 PLAN EPP115865	0.48440
	TOTAL	3.00000

POINT	NORTHINGS	EASTINGS	COMBINED FACTOR	ESTIMATED ABSOLUTE ACCURACY
500	608873.643	346300.499	0.99971186	0.01
501	608873.704	347070.154	0.99970204	0.01

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 10th DAY OF OCTOBER, 2021.

MATHEW JACARD, ECLS (1916)

DL 1910s
(CROWN LAND)

UNSURVEYED CROWN LAND

UNSURVEYED CROWN LAND

DL 1198s