



1. Application

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

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

2. Description of Land

PID/Plan Number	Legal Description
EPP115865	LOT 15 AND AN UNDIVIDED 1/6 SHARE IN LOT 25 DL 1909S SDYD PLAN EPP115865

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Over a portion of the land shown on plan EPP115867 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)

<p>HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF FORESTS PARLIAMENT BUILDINGS VICTORIA BC V5C 2H6</p>

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)

YYYY-MM-DD

1107439 B.C. LTD.
By their Authorized Signatory

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)

YYYY-MM-DD

**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.**

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.

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SECTION 219 COVENANT

TERMS OF INSTRUMENT – PART 2

WHEREAS:

- A. The Transferor is the owner of the land described in item 2 of Part 1 of this General Instrument (the “Land”).
- B. A portion of the Land contains an archaeological site known as Borden No. DkQs-8 which is protected under the provisions of the *Heritage Conservation Act*.

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

“Covenant Area Land” means the portion of the Land containing the archaeological site, as outlined in bold and labelled “COVENANT” on a Reference Plan of Covenant prepared by Mathew Jaccard, BC Land Surveyor, registered in the Land Title Office under number EPP115867, a copy of which is attached as Schedule “A”.

2. The Transferor covenants with the Transferee that it will not:

- (a) deposit on the Covenant Area Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Covenant Area Land;
- (b) remove, destroy, damage or disturb any Heritage Conservation Act protected archaeological object;
- (c) remove or displace any soil from the Covenant Area Land; or
- (d) construct, erect or place any building, modular home, mobile home or unit, improvement or structure on the Covenant Area Land;

or permit any of the foregoing to be done without the prior written consent of the Transferee, which consent may be withheld at the absolute discretion of the Transferee.

3. The Transferor acknowledges and agrees with the Transferee that in order for the Transferee to provide its consent to the Transferor to undertake any of the activities set out in section 2, it may, among other things, require the Transferor to carry out appraisals, inspections, inventories, surveys, studies, analyses and other investigations of the Covenant Area Land and the potential archaeological impact

of any such activity on the Covenant Area Land and the Transferor will carry out all such appraisals, inspections, inventories, surveys, studies, analyses and other investigations at its expense.

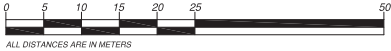
4. The Transferor will indemnify and save the Transferee harmless from all actions, causes of actions, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of any breach, violation or non-performance by the Transferor of the covenants set out in sections 2 and 3.
5. No term, condition, covenant or other provision or breach of this Agreement will be considered to have been waived by the Transferee unless such waiver is expressed in writing by the Transferee and any such waiver is not a waiver of any other term, condition, covenant, or other provision or any other breach of this Agreement.
6. This Agreement extends to, is 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. When 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 sections 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 Land pursuant to section 219 of the *Land Title Act*.

**REFERENCE PLAN OF A COVENANT
AREA OVER PART OF LOT 15, DL 1909s,
SIMILKAMEEN DIVISION YALE
DISTRICT, PLAN EPP115865**

SCHEDULE "A"

PLAN EPP115867

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT
BCGS 82E.075



ALL DISTANCES ARE IN METERS
THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH BY
560mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:500.

GRID BEARINGS ARE DERIVED FROM GNSS DUAL FREQUENCY STATIC BASELINE
OBSERVATION BETWEEN REBAR 500 AND MAGNAIL 501 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 OBSERVATIONS 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, MULTIPLY GROUND-LEVEL DISTANCES
BY THE AVERAGE COMBINED FACTOR OF 0.9997171. THE AVERAGE COMBINED
FACTOR HAS BEEN DETERMINED BASED ON A MEAN ELLIPSOIDAL ELEVATION
OF 1060.95m.

LEGEND

- STANDARD IRON POST FOUND
- STANDARD IRON POST PLACED
- ⊙ STANDARD CAPPED POST FOUND
- ▲ GNSS CONTROL POINT FOUND
- m² DENOTES SQUARE METRES
- Fd DENOTES FOUND
- SM DENOTES STONE MOUND

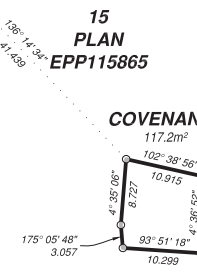
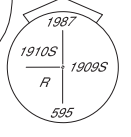
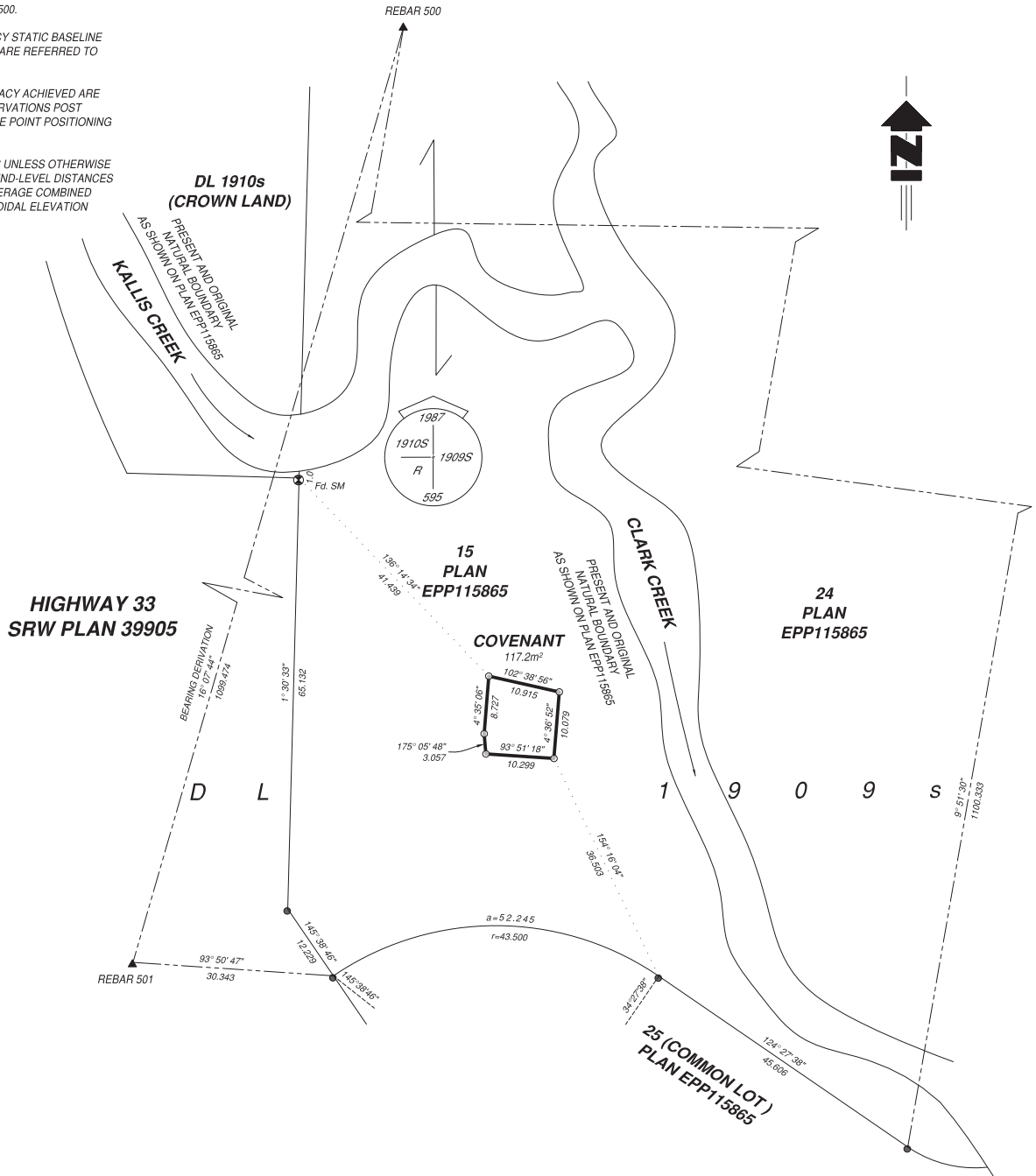


TABLE OF CONTROL MONUMENTS				
DATUM: NAD83(CSRS) 2002.0				
UTM ZONE 11				
POINT	NORTHING	EASTING	COMBINED FACTOR	ESTIMATED ABSOLUTE ACCURACY
500	5509972.683	348280.499	0.99971166	0.01
501	5508916.784	347975.154	0.99972254	0.01

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF KOOTENAY
BOUNDARY.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED
ON THE 21st DAY OF JULY, 2022.
MATHEW JACCARD, BCLS (1016).



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DRAWN BY: MJ
DWG FILE: 1619-061-ARC
JOB NO: 1619-061

FB:88 ■ P:98-99