



1. Application

**Samuel Dabner, Lawyer, FULTON & COMPANY LLP,  
 Lawyers/Trade-Mark Agents  
 agent on behalf of City of Kamloops  
 #300 - 350 Lansdowne Street  
 Kamloops BC V2C 1Y1  
 250-372-5542**

2728-509/SSD/jmt

2. Description of Land

PID/Plan Number	Legal Description
EPP93009	LOT 1 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511
EPP93009	LOT 2 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511
EPP93009	LOT 3 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511
EPP93009	LOT 4 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511
EPP93009	LOT 5 DISTRICT LOT D GROUP 2 KAMLOOPS DIVISION YALE (FORMERLY LYTTON) DISTRICT PLAN EPP70511

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Pursuant to s. 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)

**CITY OF KAMLOOPS**

6. Transferee(s)

**CITY OF KAMLOOPS  
 7 VICTORIA STREET WEST  
 KAMLOOPS BC V2C 1A2**

7. Additional or Modified Terms



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.

Witnessing Officer Signature

\_\_\_\_\_

**CRYSTAL GELINEAU**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
 7 Victoria St. W  
 Kamloops BC V2C 1A2

Execution Date

YYY-MM-DD

**2022-01-19**

Transferor Signature(s)

**CITY OF KAMLOOPS**  
 By their Authorized Signatory

\_\_\_\_\_

**Print Name: Natalie Garbay,**  
**Corporate Officer**

250-828-3311  
 Expires: September 30, 2023  
 (as to both signatures)

\_\_\_\_\_

**Print Name: Kenneth L. Christian,**  
**Mayor**

**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.

<p><b>Electronic Signature</b></p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, 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.</p>	<p><b>Samuel Stirling</b>  <b>Dabner MFTR5B</b></p> <p><b>Digitally signed by</b>  <b>Samuel Stirling Dabner</b>  <b>MFTR5B</b>  <b>Date: 2022-01-31</b>  <b>06:38:12 -08:00</b></p>
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**TERMS OF INSTRUMENT – PART 2**

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**SECTION 219 COVENANT - FLOOD PLAIN**

**WHEREAS:**

- A. The Transferor is the registered owner of the land and premises situate in the City of Kamloops as shown in paragraph 2 of the Form C (hereinafter called the "Land"); and
- B. The consent of the Approving Officer for the City of Kamloops is first required with respect to the Transferor's proposed subdivision of the Land and, as a condition of such consent, a Covenant is required to be charged against the Land in priority to any financial charges pursuant to Section 219 of the Land Title Act, Chapter 250, R.S.B.C. 1996, which Covenant is for the purpose of preventing any use of the Land unless certain conditions have been complied with and to ensure potential purchasers are made aware of the potential flood issues and the ongoing role the property owners must assume to protect their property investment.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO (\$2.00) DOLLARS of lawful money of Canada and other good and valuable consideration paid by the Transferee to the Transferor, the receipt of which is hereby acknowledged, the Transferor does hereby covenant and agree with the Transferee, in accordance with section 219 of the *Land Title Act*, as follows:

- 1. The Transferor is aware of and, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential flood danger to the Land.
- 2. No building, mobile/manufactured home or unit, modular home or structure of any kind shall be constructed, reconstructed, moved, extended or located within fifteen (15) meters of the natural boundary of the Thompson River.

3. No area used for habitation, business or storage of goods damageable by floodwater shall be located within any building, mobile/manufactured home or unit, modular home, improvement or other structure of any kind at an elevation such that the underside of the floor system is elevation 346.6 metres Geodetic Survey of Canada datum, and in all cases, the following restrictions and requirements shall apply:
  - a. in the case of a mobile/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 above described elevation; and
  - b. no area below the required elevation shall exceed 1.8 meters in height or be used for the installation of plumbing or heating and ventilating systems or apparatus or equipment susceptible to damage by floodwater.
4. The Transferor acknowledges that the Transferee does not represent to the Transferor or to any other person that any building, mobile/manufactured home or unit, modular home, improvement or other structure of any kind which is constructed, reconstructed, moved, extended or located in accordance with this Covenant will not be damaged by flooding or erosion, and the Transferor covenants and agrees not to claim damages from the Transferee, its employees, servants or agents, or hold them responsible for damages caused by any flooding or erosion to the Land or to any building, mobile/manufactured home or unit, modular home, improvement or other structure which is constructed, reconstructed, moved, extended or located on the Land.
5. The Transferor does remise, release and forever discharge the Transferee and its officers, employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or its heirs, executors, administrators, successors and assigns may have against the Transferee and its officers, employees, servants or agents arising out of or in connection with any personal injury (including death) or any loss or damage to the Land, any improvement on the Land or its contents, or any chattel on the Land caused by flooding, erosion or other similar cause.
6. The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby indemnifies and saves harmless the Transferee and

its employees, servants and agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or the Transferee or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in this agreement or arising out of or in connection with any personal injury (including death) or any loss or damage to the Land, any improvement on the Land or its contents, or any chattel on the Land caused by flooding, erosion or other similar cause or by any matter or thing addressed in the preceding paragraphs as the subject-matter of this restrictive covenant.

7. The Transferor shall register this Covenant as a charge on the Land in priority to all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.
8. The Transferor's covenants contained in this agreement shall burden and run with the Land and shall enure to the benefit of and be binding upon the Transferor, his or her heirs, executors, administrators, successors and assigns and the Transferee and its assigns.
9. No term, condition, covenant or other provision of this agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee. Any waiver by the Transferee of any term, condition, covenant or other provision of this agreement or any waiver by the Transferee of any breach, violation or non-performance of any term, condition, covenant or other provision of this agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this agreement.
10. Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor, including his or her heirs, executors, administrators, successors and assigns, or the Land 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 Transferee as if this agreement had not been made by the parties.

11. The Transferor or any of his or her heirs, executors, administrators and assigns, as the case may be, shall give written notice of this agreement to any person to whom he proposes to dispose of the Land 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 given to it under Section 29 of the *Interpretation Act*.
12. 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.
13. This agreement will be interpreted according to the laws of the Province of British Columbia. 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.
14. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include 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 herein are enactments of the Province of British Columbia.
15. The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this agreement.

16. The parties agree that the Transferee is not responsible to inspect the Land or to otherwise ensure compliance with this agreement, nor is the Transferee required to remedy a default of this agreement and a failure to enforce this agreement by the Transferee shall not constitute a waiver of its rights hereunder.

**END OF DOCUMENT**