

Exhibit "O"

Covenants KX45467 and KX45468

Province of
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use)

PAGE 1 of 7 pages

30

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

BULL, HOUSSER & TUPPER, Barristers & Solicitors, 3000 - 1055 West Georgia Street, Vancouver, British Columbia, V6E 3R3 (604) 687-6575 (File No. 04-1568 - Flood)

Per: John Sampson
JOHN L. SAMPSON

01 05/04/18 14:37:20 01 KL 82268:
CHARGE \$64.71

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

(PID) (LEGAL DESCRIPTION)
NPA Lot 2, District Lot 203, Lillooet District, Plan KAP 77917

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only):

- (a) Filed Standard Charge Terms D.F. Number:
- (b) Express Charge Terms Annexed as Part 2
- (c) Release 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 annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

BCR PROPERTIES LTD. (Inc. No. 0278246), of 506 - 221 West Esplanade, North Vancouver, British Columbia, V7M 3J3

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

THE CORPORATION OF THE VILLAGE OF PEMBERTON, Municipal Hall, P.O. Box 100, 7400 Prospect Street, Pemberton, British Columbia, V0N 2L0

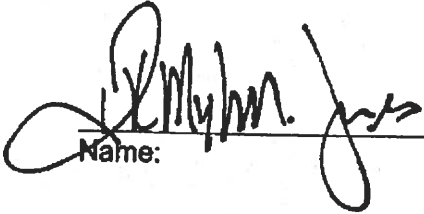
7. ADDITIONAL OR MODIFIED TERMS:*

N/A

GENERAL INSTRUMENT

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)


Name: _____

RICHARD MYHILL-JONES, Commissioner
for taking Affidavits for British Columbia
#506 - 221 West Esplanade
North Vancouver, B.C. V7M 3J3

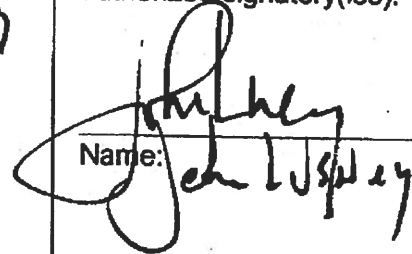
(as to both signatures)

EXECUTION DATE

Y	M	D
2005	03	09

Party(ies) Signature(s)

BCR PROPERTIES LTD. by its
authorized signatory(ies):


Name: _____

Name: _____

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

Officer Signature(s)

EXECUTION DATE

Transferor/Borrower/ Party Signature(s)

Sheena Fraser

Name:

Sheena Fraser

Assistant Clerk

**A commissioner for taking affidavits for
The Village of Pemberton in the Province
Of British Columbia**

P.O. Box 100, 7400 Prospect Street,

Pemberton, B.C.

(604) 894-6135

Expires April 2007

(as to both signatures)

Y	M	D
2005	04	12

THE CORPORATION OF THE
VILLAGE OF PEMBERTON by its
authorized signatory(ies):

B. Kirk - CLERK

Name: *Bryan*

Glenn Warner Mayor

Name: *G. Warner*

OFFICER CERTIFICATION:

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TERMS OF INSTRUMENT - PART 2

**SECTION 219 COVENANT
Flood Plain Covenant**

THIS AGREEMENT made as of the 18th day of ~~February~~^{April}, 2005

BETWEEN:

BCR PROPERTIES LTD. (Inc. No. 0278246), 506 - 221 West
Esplanade, North Vancouver, British Columbia, V7M 3J3

(the "Grantor")

AND:

THE CORPORATION OF THE VILLAGE OF PEMBERTON,
Municipal Hall, P.O. Box 100, 7400 Prospect Street, Pemberton,
British Columbia, V0N 2L0

(the "Grantee")

WITNESSES THAT WHEREAS:

- A. The Grantor is the registered owner in fee simple of the lands in the Province of British Columbia, more particularly known and described in Item 2 of Form C attached hereto (the "Lands");
- B. The Grantor proposes to subdivide the parent parcel, creating inter alia, the Lands, according to a plan of subdivision (hereinafter called the "Subdivision Plan") for the purposes of creating the lots, designated as Lots 1 through 8, inclusive, and dedicating roads and a park as shown on the Subdivision Plan;
- C. A covenant under Section 219 of the *Land Title Act* is required by the Grantee as a condition of the consent to approval of the subdivision of the Lands; and
- D. Section 219 of the *Land Title Act* provides that there may be registered as a charge against the title to any land a covenant in favour of the Grantee and that land is to be used in a particular manner or that land is not to be subdivided except in accordance with the covenant,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee under Section 219 of the *Land Title Act* of the Province of British Columbia as follows:

1. The Grantor is aware of and, on behalf of itself and its successors and assigns, hereby acknowledges that there is a potential flood danger to the Lands.
2. The Grantor, on behalf of itself and its 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, that from and after the date hereof:
 - (a) no area used for habitation shall be located within any building, mobile home or unit or modular home or structure at an elevation such that the underside of the wooden floor system or top of concrete slab is less than zero point six (0.6) metres above the finished grade elevation surrounding the building nor less than one point five (1.5) metres above the top of the bank of the Pemberton Canal nor less than two hundred fifteen point zero (215.0) metres Geodetic Survey of Canada datum.

In this Agreement "area used for habitation" means any room or space within a building or structure which is or may be used for human occupancy, commercial sales, business or storage of goods, but does not include entrance foyers or areas used for vehicle parking or vehicle maintenance and repair.

In the case of a mobile 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 elevations.

3. The required elevation may be achieved by structural elevation of the said habitable, business or storage area, or by adequately compacted landfill on which any building is to be constructed or mobile home located, or by a combination of both structural elevation and landfill. No area below the required elevations shall be used for the installation of furnaces and other fixed equipment susceptible to damage by floodwater. Where landfill is used to raise the ground elevation, the face of the landfill slope shall be adequately protected against erosion from flood flows.
4. The Grantor, on behalf of itself and its successors and assigns, acknowledges that the Grantee does not represent to the Grantor, nor to any other person that 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 will not be damaged by flooding or erosion and the Grantor, on behalf of itself and its successors and assigns, with full knowledge of the potential flood or erosion danger and inconsideration of the approvals given by the Grantee hereby:

- (a) agrees to indemnify and to save harmless the Grantee and its employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Grantee or any of its 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 Grantor or its successors and assigns contained in this Agreement or arising out of or in connection with 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 flooding, erosion or some such similar cause; and

- (b) does remise, release and forever discharge the Grantee and its employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of its successors and assigns may have against the Grantee and its respective employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lands, or to any buildings, 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 flooding, erosion or some such similar cause.

5. Subject to the provisions of Section 219 of the *Land Title Act*, the Grantor's covenants contained in this Agreement shall burden and run with the Lands and shall enure to the benefit of and be binding upon the Grantor and its successors and assigns and the Grantee and its assigns.

6. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Grantee in relation to the Grantor, including its successors and assigns, or the Lands under any law, bylaw, order or regulation or inequity, all of which rights, powers and remedies may be fully and effectively exercised by the Grantee as if this Agreement had not been made by the parties.

7. 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 liens, 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.

8. The parties 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*.

9. 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.

10. (a) The Grantor or its successors and assigns shall give written notice of this Agreement to any person to whom the Grantor proposes to dispose of the Lands, which notice shall be received by that person prior to such disposition.

(b) For the purposes of this paragraph the word "dispose" shall have the meaning given to it under Section 29 of the *Interpretation Act*, R.S.B.C. 1996, c.238.

11. 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.

12. 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.

13. This Agreement shall be interpreted according to the laws of the Province of British Columbia.

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.

IN WITNESS WHEREOF, the parties have executed these Terms of Instrument in Item 8 of the General Instrument - Part 1.

This is the Instrument creating the condition of Covenant pursuant to Section 219 of the *Land Title Act* by the Grantor referred to herein.

The Corporation of the Village of Pemberton



Approving Officer, Bryan Kirk

END OF DOCUMENT

(61)
(21)

Province of
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use)

PAGE 1 of 7 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
BULL, HOUSSER & TUPPER, Barristers & Solicitors, 3000 - 1055 West Georgia Street, Vancouver,
British Columbia, V6E 3R3 (604) 687-6575 (File No. 04-1568 - Flood)

Per: John Sampson
JOHN L. SAMPSON

01 05/04/18 14:37:25 01 KL 8226
CHARGE \$64.

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(PID) (LEGAL DESCRIPTION)
NPA Lot 3, District Lot 203, Lillooet District, Plan KAP 77917

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Section 219 Covenant	Entire Instrument	Transferee

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6. TRANSFEREE(S): (including postal address(es) and postal code(s))*
THE CORPORATION OF THE VILLAGE OF PEMBERTON, Municipal Hall, P.O. Box 100, 7400 Prospect Street, Pemberton, British Columbia, V0N 2L0

7. ADDITIONAL OR MODIFIED TERMS:*
N/A

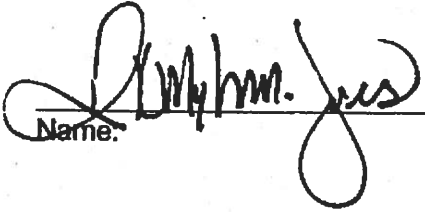
REGISTERED INSTRUMENT

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)

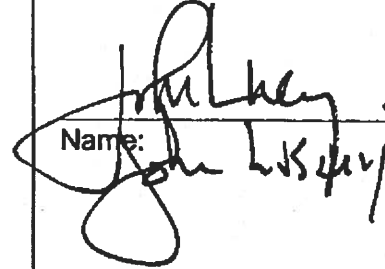
EXECUTION DATE

Party(ies) Signature(s)


Name:

Y	M	D
2005	03	07

BCR PROPERTIES LTD. by its authorized signatory(ies):


Name:

RICHARD MYHILL-JONES, Commissioner
for taking Affidavits for British Columbia
#506 - 221 West Esplanade
North Vancouver, B.C. V7M 3J3

Name:

(as to both signatures)

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.

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Officer Signature(s)

EXECUTION DATE

Transferor/Borrower/ Party Signature(s)

Sheena Fraser

Name:

Y	M	D
2005	04	12

THE CORPORATION OF THE
VILLAGE OF PEMBERTON by its
authorized signatory(ies):

P. Kirk - Clerk

Name: *P. Kirk*

Elinor Warner - Mayor

Name: *E. Warner*

Sheena Fraser
Assistant Clerk
A commissioner for taking affidavits for
The Village of Pemberton in the Province
Of British Columbia
P.O. Box 100, 7400 Prospect Street,
Pemberton, B.C.
(604) 894-6135
Expires April 2007

(as to both signatures)

party

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TERMS OF INSTRUMENT - PART 2

**SECTION 219 COVENANT
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BETWEEN:

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AND:

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3. The required elevation may be achieved by structural elevation of the said habitable, business or storage area, or by adequately compacted landfill on which any building is to be constructed or mobile home located, or by a combination of both structural elevation and landfill. No area below the required elevations shall be used for the installation of furnaces and other fixed equipment susceptible to damage by floodwater. Where landfill is used to raise the ground elevation, the face of the landfill slope shall be adequately protected against erosion from flood flows.
4. The Grantor, on behalf of itself and its successors and assigns, acknowledges that the Grantee does not represent to the Grantor, nor to any other person that 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 will not be damaged by flooding or erosion and the Grantor, on behalf of itself and its successors and assigns, with full knowledge of the potential flood or erosion danger and inconsideration of the approvals given by the Grantee hereby:
 - (a) agrees to indemnify and to save harmless the Grantee and its employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Grantee or any of its 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 Grantor or its successors and assigns contained in this Agreement or arising out of or in connection with 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 flooding, erosion or some such similar cause; and

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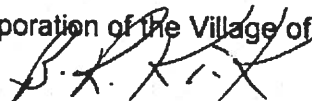
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The Corporation of the Village of Pemberton



Approving Officer, Bryan Kirk

END OF DOCUMENT