



March 3, 2010

File: **3004778**

Warren Bentley
Susan Elder
RR1 S16 C47
Celista BC V0E 1L0

Dear Warren Bentley & Susan Elder:

Re: Water Licence Application on Lillico Creek

The investigation of your application has been completed. Enclosed is a copy of your new Conditional Water Licence 123596. Please read the document carefully. Any error in the licence should be brought to the attention of this office as soon as possible.

If additional fees are required, you will be advised by the Comptroller of Water Rights in due course.

The quantity of water approved has been reduced from the amount applied for following discussion with our representative regarding your proposed use; you agreed to drop the irrigation portion of your application

In the event of a water shortage, you should take precautions as the water source may not produce the quantity of water which has been licensed.

Please note the following:

- 1) Water licences do not authorize entry on privately owned land for the construction of works. Permission of the affected landowner must be obtained or an easement expropriated. For your protection, permission should be in writing and registered with the appropriate Land Title Office.
- 2) Permission for crossing roads or lands under the jurisdiction of any Government Agency must be obtained from the agency concerned.
- 3) In order for you to keep your water licence in good standing, the following must be observed:

.../2

- a) continued beneficial use of water, as authorized under your licence;
- b) payment of annual rentals;
- c) compliance with the terms of your licence;
- d) compliance with the terms of the *Water Act*.

Please notify the Water Manager if:

- 1) there is any change in your mailing address;
- 2) you sell the land to which the licence is appurtenant;
- 3) you propose to subdivide the land to which the licence is appurtenant;
- 4) you propose to alter the works authorized under the licence.

Section 92 of the *Water Act* gives the recipient of this notice the right to appeal the decision. You may file an appeal within 30 days of receiving this letter to the Chair, Environmental Appeal Board, PO Box 9425 Stn Prov Govt., V8W 9V1. Information on filing an appeal can be found on the Environmental Appeal Board Web site at: <http://www.eab.gov.bc.ca/>.

If you have any questions regarding this licence or inquiries concerning Water Stewardship, please contact this office.

Yours truly,



Craig Beeson, P.Ag.
Assistant Regional Water Manager
Water Stewardship Division
Ministry of Environment

Enclosure

/cd

pc: Ministry of Environment, Corporate Services, Water Revenue
FrontCounterBC, Kamloops

CONDITIONAL WATER LICENCE

The owners of the land to which this licence is appurtenant are hereby authorized to divert and use water as follows:

- (a) The source on which the rights are granted is Lillico Creek.
- (b) The point of diversion is located as shown on the attached plan.
- (c) The date from which this licence shall have precedence is February 4, 2008.
- (d) The purpose for which this licence is issued is Domestic.
- (e) The maximum quantity of water which may be diverted is 1,000 gallons per day.
- (f) The period of the year during which the water may be used is the whole year.
- (g) The land upon which the water is to be used and to which this licence is appurtenant is Lot 17 Section 19 Township 23 Range 9 West of the 6th Meridian Kamloops Division Yale District Plan 29300.
- (h) The authorized works are diversion structure, pump, pipe & two tanks which shall be located approximately as shown on the attached plan.
- (i) The construction of the said works shall be completed and the water shall be beneficially used prior to the 31st day of December 2013. Thereafter, the licensee shall continue to make regular beneficial use of the water in the manner authorized herein.
- (j) This licence is issued pursuant to the provisions of the *Water Act* to ensure compliance with that statute, which makes it an offence to divert or use water from a stream in British Columbia without proper authorization. It is the responsibility of the licensee to ensure that all activities conducted under this authorization are carried out with regard to the rights of third parties, and comply with other applicable legislation that may be in force.
- (k) This licence authorizes the use of water for domestic purpose in one dwelling located approximately as shown on the attached plan.

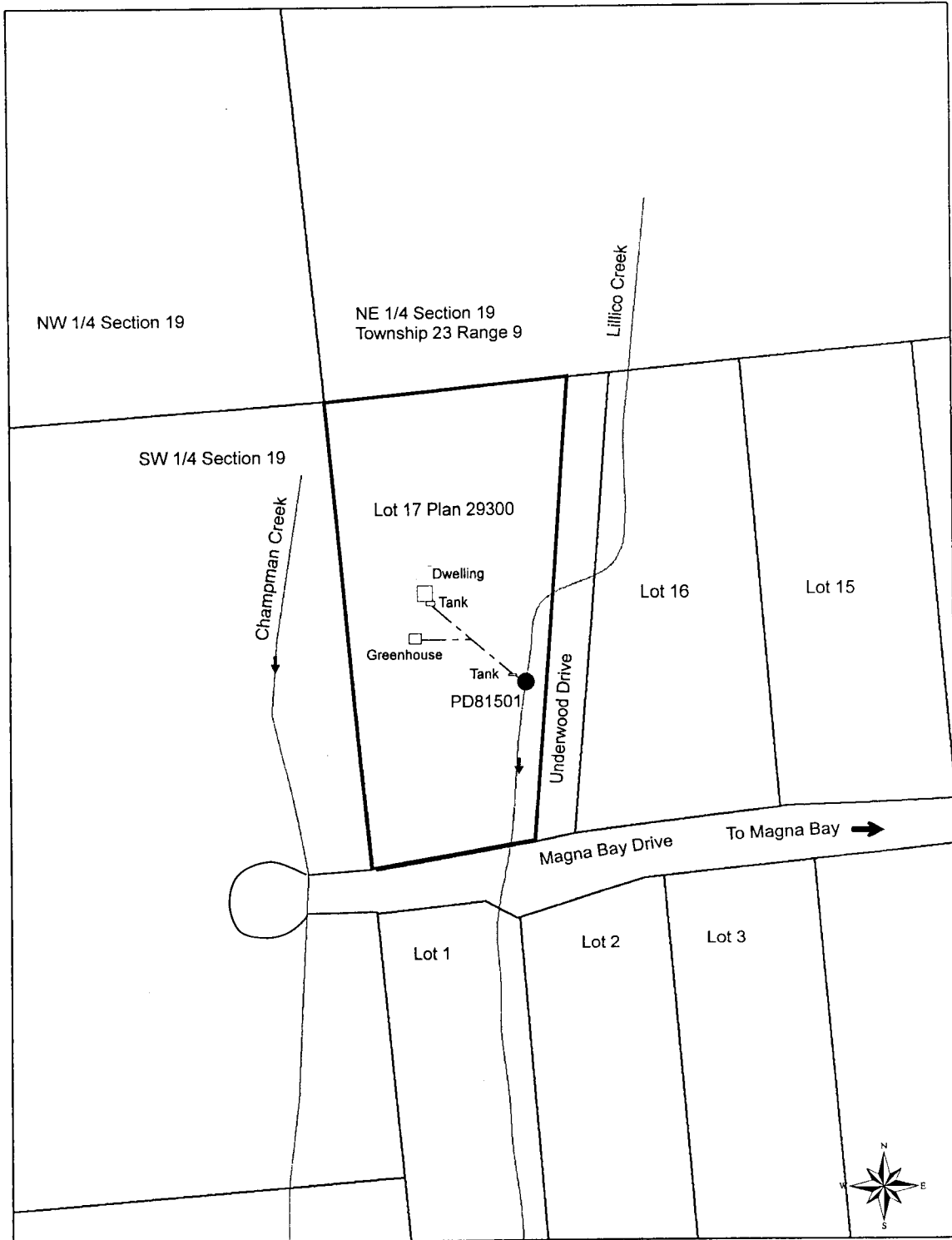


Craig Beeson, P.Ag.
Assistant Regional Water Manager
Water Stewardship Division
Ministry of Environment

Date Issued: March 3, 2010

File: 3004778

Conditional Licence: 123596



WATER DISTRICT: Kamloops
PRECINCT: Seymour
LAND DISTRICT: Kamloops Division Yale District

Signature: *Craig Beeson*
 Date: *March 2, 2010*

LEGEND:

Scale: 1:2,500
 Point of Diversion: ●
 WR Map: 3843A
 Pipe: — — —

C.L. 123596
 File: 3004778

The boundaries of the land to which this licence is appurtenant are shown thus: —————

This Indenture made in duplicate the *twenty-fifth* day of November 1921 in the year of our Lord one thousand nine hundred and forty-three.

92160E see
227707 F

IN PURSUANCE OF THE SHORT FORM OF DEEDS ACT

BETWEEN: THE DIRECTOR OF SOLDIER SETTLEMENT OF CANADA
(hereinafter called the Grantor),

And

JOHN RICHARD LILICO, Farmer, and
MARJORIE LILICO, his Wife,

both of Moose Jaw

in the Province of ~~British Columbia~~, Saskatchewan.

AS JOINT TENANTS

(hereinafter called the Grantee).

WITNESSETH that in consideration of FIVE HUNDRED (\$500.00) - - - - -

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor, the receipt whereof is hereby by him acknowledged, he the said Grantor DOTH GRANT unto the said Grantee, his heirs and assigns, forever ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in Railway Belt in the Province of British Columbia, and more particularly known and described as The South East Quarter (SE $\frac{1}{4}$) of Section Nineteen (19), Township Twenty-three (23), Range Nine (9), West of the Sixth Meridian, containing by admeasurement One Hundred and Sixty and Twenty one-hundredths (160.20) acres more or less.

SUBJECT NEVERTHELESS, to the reservations, limitations, provisos, and conditions expressed in the original grant from the Crown; and subject to all taxes, rates, and local improvement assessments whether already or hereafter assessed;

AND excepting and reserving thereout and therefrom all mines and minerals, which, without restricting the generalities thereof, shall be deemed to include all gas and petroleum.

THE said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor, and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances;

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite;

AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands;

And the said Grantor releases to the said Grantee all his claims upon the said lands.

WHEREVER the singular and masculine are used throughout this indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the Director of Soldier Settlement of Canada has executed these presents and caused to be hereunto affixed his corporate seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Wm. Benthall, Civil Servant
21 B. Street, Ottawa

THE DIRECTOR OF SOLDIER SETTLEMENT

Wm. Benthall

M.
10

227707

Received and day of
 1943, on
 received at the
 of stamped on

Dated 25th November, 1943.

227707 F

THE DIRECTOR OF SOLDIER SETTLEMENT
 OF CANADA

TO

JOHN RICHARD LILICO and
 MARJORIE LILICO.

DEED OF LAND

S.S. Form No. 397 B.C.

LAND REGISTRY ACT

FORM Q (Section 59)

For the Secretary (or other Officer) of a Corporation.

I HEREBY CERTIFY that, on the thirtieth day of November 1943, at Ottawa, in the Province of Ontario, Walter Melville Jones, who is personally known to me, appeared before me and acknowledged to me that he is authorized to perform the duties of the Director of Soldier Settlement in the absence of the said Director, and that he is the person who subscribed his name to the annexed instrument as Director of Soldier Settlement a Corporation Sole and affixed the seal of the said Director to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia, and that the said Director was absent on the day on which he subscribed his name to the annexed instrument.

IN TESTIMONY whereof I have hereunto set my hand and Seal of Office at
 OTTAWA, this thirtieth day of November, in the
 year of our Lord one thousand nine hundred and forty-three.

[Signature]

A Notary Public in and for the
 Province of Ontario.

N 58661

"LAND REGISTRY ACT"

TO OCT 12 11:18 FORM V

DECLARATION OF CREATION OF BUILDING SCHEME

WHEREAS MAGNA BAY PROPERTIES LTD., having a registered office at 790 Seymour Street, in the City of Kamloops, in the Province of British Columbia, is the registered owner of:

Lots 1 to 17 (inclusive), of Section 19, Township 23,
Range 9, West of the 6th Meridian, Kamloops Division
Yale District, Plan 29300

and the registered owner declares:

1. THAT the Company is the registered owner in fee simple of the following lands (hereinafter called the "LOTS"):
Lots 1 to 17 (inclusive), of Section 19, Township 23,
Range 9, West of the 6th Meridian, Kamloops Division
Yale District, Plan 29300
2. THAT the Company create a Building Scheme relating to the "lots".
3. THAT the sale of any of the "lots" is subject to the restrictions enumerated in the Schedule attached herewith as Schedule "A".
4. THAT the Restrictions shall be for the benefit of all the "lots".

DATED at Kamloops, British Columbia, this day of
A.D. 1978.

Registered the 17th Day of Oct
1978 on Application Received
at the Time Written or Stamped
on the Application.

THE CORPORATE SEAL OF MAGNA BAY
PROPERTIES LTD., WAS HEREUNTO
AFFIXED IN THE PRESENCE OF ITS
DULY AUTHORIZED OFFICER:

[Signature]
[Signature]

(SEAL)

SUBSTITUTE FORM A C D E

Applicant: GARY L. MOORE

790 Seymour Street
P.O. Box 220
Kamloops, B.C. V2C 5K6
374-0807

Declared Value

Nature of Documents

Signature of Solicitor

[Signature]
agent

SUBSTITUTE FORM A C D E

Applicant: GARY L. MOORE

790 Seymour Street
P.O. Box 220
Kamloops, B.C. V2C 5K6
374-0807

Declared Value

Nature of Documents

Signature of Solicitor 12 OCT 78

SCHEDULE "A"

SCHEDULE OF COVENANTS AND RESTRICTIONS

A. AREA COVERED

Those covenants and restrictions apply to the lands described below, a part of the development of MAGNA BAY PROPERTIES LTD., more particularly known and described as:

Lots One (1) to Seventeen (17), of
Section 19, Township 23, Range 9,
West of the 6th Meridian,
Kamloops Division Yale District,
Plan 29300

B. TERM

Notwithstanding any other provision herein, these covenants and restrictions shall run with and bind the lands and shall enure to the benefit of and be enforceable by Magna Bay Properties Ltd., and/or the owner of any land subject to the building scheme created hereby, their heirs, executors, administrators, successors and assigns until January 1st, 2000, at which time the building scheme shall be automatically extended for successive periods of ten years each unless and until an agreement in writing by which agreement these covenants and restrictions shall be changed in whole or in part and be signed by a majority of the owners of the said lands in the area covered has been registered in the appropriate land registry office provided however, that no such instrument shall be effective for a period of three (3) years from the date of its registration.

C. ENFORCEABILITY

1. Invalidation of any one or more of the provisions of this building scheme by rule of laws, judgment or order of any Court shall in no way affect or influence the force effectiveness or enforceability of any other provision or covenant contained herein.
2. Magna Bay Properties Ltd., reserves unto itself the right to waive any or all of the covenants contained within the building scheme.
3. Failure by Magna Bay Properties Ltd., or any owner of any property within said subdivision to enforce any covenant restriction or portion of the building scheme herein created shall in no way be deemed to be waiver of the right to enforce the same covenant at any other time or any other covenant at any time.

4. The restrictions contained herein shall not be deemed to be exclusive either of any obligations or liabilities imposed by statute or law or equity of the owners or occupiers of the land contained within the building scheme.

D. COVENANTS AND RESTRICTIONS: OWNERS AND BUILDERS

1. LAND USE: No lot within said subdivision may be used for any purpose other than residential except as otherwise designated by Magna Bay Properties Ltd., as commercial.
2. SETBACKS: No dwelling or other building shall be build closer to the lot line of any lot than permitted by the Columbia-Shuswap Regional District nor on any right-of-way or easement.
3. REQUIRED PLANS AND DETAILS: Two sets of plans shall be submitted to Magna Bay Properties Ltd., for approval. The plans shall include:
 - a) a plot plan (showing fences, driveways, landscaping)
 - b) floor plans
 - c) four side elevations
4. EXTERIOR COMPLETION: The exterior of all structures commenced to be erected on any lot shall be completed within eighteen (18) months from the start of construction thereon and no building may be occupied until its exterior is completed without the permission in writing of Magna Bay Properties Ltd., or its agent.
5. ACTIVITY: No noxious or offensive activity shall be carried out on any lot or in any house or building in the subdivision nor shall anything be done thereon or therein tending to cause annoyance or be a nuisance to residents of the said subdivision.
6. DANGEROUS ANIMALS, PLANTS AND/OR MATERIALS: There shall not be maintained any plant, device, animal or any other thing whose normal activity or existence is in any way noxious, dangerous, unsightly or unpleasant or the nature of which might diminish or destroy the enjoyment of other property in the said subdivision.
7. SELF-PROPELLED CAMPERS: The storage of self-propelled campers will be allowed, but under no circumstances should they be used for living purposes within the property, without the consent of Magna Bay Properties Ltd., or its agent.

E. COVENANTS AND RESTRICTIONS: BUILDERS

1. TREES: No trees or shrubs shall be cut or removed from any lot until the prior written approval from Magna Bay Properties Ltd., or its agent has been obtained.
2. GRADING: No water from any stream, culvert, ditch, pond or standing water shall be diverted, dammed or drained nor shall any culvert, ditch, stream or any water-hole be altered or interfered with, nor any change of grade made without the consent in writing of Magna Bay Properties Ltd., or its agent.
3. FENCES: There shall not be erected, maintained, suffered or permitted to be erected or maintained, any fence or wall on any lot contained within the said subdivision higher than eight (8) feet and with respect to any fence of any kind or nature projecting past a line being an extension of the side of a house toward any road or street on which a house fronts the fence or wall shall not be higher than three (3) feet. The height of any fence or wall shall be measured from the average grade of the lot parallel to the direction of the fence or wall.
4. LIVESTOCK: No swine, sheep or other livestock shall be kept or suffered to remain on the said lands except domestic cats and dogs and except poultry, cows, cattle or horses, not to exceed a number for personal use and in any event no more than two (2) horses or two (2) cows or two (2) cattle and no more than three in total.
5. SIGNS: No signs, billboards, notice or advertising matter of any kind shall be placed upon the said lands or upon or in any of the buildings or other structures erected or placed on the said lands except those used by the developer in the promotion and advertising of the sale of the said lands and except those used by other building contractors with the express written permission of the developer and then only in connection with the promotion and advertising of sales of the said lands.
6. No house trailers, temporary buildings, portable buildings or mobile homes or modular homes shall be permitted within the boundaries of the said subdivision except as authorized by Magna Bay Properties Ltd., or its agent, in writing, and provided however, that this restriction does not apply in any manner to Magna Bay Properties Ltd.

7. No persons or corporate body shall be permitted to keep or permit the storage or keeping of any salvage materials or goods intended for commercial use or sale nor any waste or refuse upon the said lands or in buildings erected thereon. The provision of this paragraph does not apply in any manner to Magna Bay Properties Ltd.
8. All trees, shrubbery, lawns, fencing or other slight improvements made by the owners must be maintained in such good order so as not to be detrimental to the appearance of the subdivision.
9. The residential dwelling houses to be erected on the lots in the subdivision shall have a minimum of One Thousand One Hundred (1,100) square feet above basement level.

DATED at Chase, British Columbia, this 6TH day of OCTOBER
A.D. 1978.

J. J. Himmelfarb [Signature]

(TITLE) (TITLE)

MACK PRINTERS AND STATIONERS LTD., VANCOUVER, B.C. ©
LAW AND COMMERCIAL STATIONERS FORM No. 92

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 10TH day of OCTOBER, 1978,
at KAMLOOPS, in the Province of British Columbia,
GERALD BAUER & LANCE KUMERWISS, whose identity has been proved by the evidence on
oath of _____, who is personally known to me,
appeared before me and acknowledged to me that he is the Directors of
MAGNA BAY PROPERTIES LTD., and that he is the person
who subscribed his name to the annexed instrument as Director of the said
COMPANY and affixed the seal of the
COMPANY
to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal
to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of
British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at KAMLOOPS in the Province of
British Columbia, this 10TH day of OCT
one thousand nine hundred and seventy eight

[Signature]
A Notary Public in and for the Province of British Columbia
A Commissioner for taking Affidavits for British Columbia
GARY L. MOORE

Tax Record Detail

DB Modified: **2010/04/16**

Prop Mod: **2010/01/16**

Jurisdiction: **789 Salmon Arm Rural**

Address: **6729 MAGNA BAY Drive**

Roll No: **4984000**

PID/MHR Details

PID No: **001-555-723**

MHR(s):

Municipal Taxes

Tax Year: **2009**

Gross Txs: **\$1,185**

Actual Values

Year:	2010	Land:	\$137,000	Imprvmnts:	\$104,000	Total:	\$241,000
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Taxable Values

Municipal	Land	Imprvmnts	Total	Sch/Hosp	Land	Imprvmnts	Total
Gross:	\$137,000	\$104,000	\$241,000	Gross:	\$137,000	\$104,000	\$241,000
Exmpt:	\$	\$	\$	Exmpt:	\$	\$	\$
Net:	\$137,000	\$104,000	\$241,000	Net:	\$137,000	\$104,000	\$241,000

Legal Description

Plan: **29300** Lot: **17**
Section: **19** Tnshp: **23**
L.D.: **25 Kamloops Div of Yale**

Block: Dist Lot:
Range: **9** Meridian: **6**
Freeform: **Meridian W6.**

Lot Size

SqFt: Width: Acres: **6.13** Depth:

Last Three Sales per BCA

Year	Month	Price	Title	Type
2006	4	\$74900	LA46290	Vacant Single Property Cash Transaction
1997	10	\$50000	KL113778	Vacant Single Property Cash Transaction
1985	4	\$20000	X20629	Vacant Single Property Cash Transaction

Exemption/Taxation Code

Nghbrhd: Tenure: **Crown-Granted**
Actual Use: **2 Acres or More (Single Family Dwelling / D** Equity: **Registered Owner**

Miscellaneous Codes

School Dist: **83** Elect Area: **F** Impr Dist: Spc/Df Ar: **57CFQ**
Reg Dist: **08** Indian Band: Local Area:

Owner Information

Owner 1 Nm: Owner 2 Nm:
Owner 3 Nm: Owner 4 Nm:
Owner 5 Nm:

subsequent owners of the new home will be asked to provide a final inspection and occupancy of the new home.

892/2

SUB-CONTRACTOR	TYPE OF WORK	DATE OF COMPLETION
Interior Wall Finish		
Flooring		
Heating/AC		
Other (specify)		

Upon completion of the home the owner-builder will be asked to provide a final inspection and occupancy of the new home.

D. UNDERTAKINGS BY THE OWNER-BUILDER

It is understood and agreed that as an owner-builder:

1. I must utilize the new home for my own personal use for a reasonable and verifiable period of time before offering the home for sale;
2. I cannot build a new home other than a detached dwelling unit under one legal title which may be subject to local bylaws, include a secondary suite if permitted by the local authority;
3. I will not sell the home within the 10-year period from the date of actual occupancy or the issuance of an occupancy permit unless:

(a) the home is covered by home warranty insurance; or

(b) I provide the information required to purchase the home as a second home.

Declaration and Disclosure Notice:

4. I have read the statutory protection provisions of the *Homeowner Protection Act* and understand my obligations to future purchasers of the home;
5. I have not built a new home for my personal use within the previous 18 months;
6. I will not, as an owner-builder, build another new home for my personal use during the next 18 months after occupancy of the new home identified in Section B;
7. I accept that the information on this form is collected under the authority of the *Homeowner Protection Act* (S.B.C. 1996-23) and Regulations. The information provided will be used to process the Owner-Builder Declaration and Disclosure Notice. An application under the *Homeowner Protection Act* and Regulations. Additionally, the following information as provided will be disclosed on a database made available to the public for the purposes of furthering the purpose of the *Homeowner Protection Act* to strengthen consumer protection for buyers of new homes:
 - name of owner-builder as stated in Section E;
 - Section B;
 - Section C; and
 - the civic address of the new home.

By completing and signing this Owner-Builder Declaration and Disclosure Notice, I am consenting to the public disclosure of this information.

*If you have any questions about the collection and use of this information, contact the Registrar of the *Homeowner Protection Act* Office at: Box 11132, Royal Centre, Vancouver, B.C. V6E 3P5. Phone: 604-681-2010. Fax: 604-681-2011.

E. DECLARATION

1. SUSAN M. BLAIR (Owner-Builder) have read and understand the statutory provisions of the *Homeowner Protection Act* and related regulations and declare that with respect to this new home I am not a residential builder nor am I contracting with a residential builder to construct this new home.

I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Notary Public Act* (Canada).

DECLARED BEFORE ME in

Salmon Arm (municipality)

In the Province of British Columbia

July 19, 2007 (date)

A Commissioner for taking affidavits for British Columbia / A Notary Public in and for the Province of British Columbia

WAYNE M. LECOURNEAU
P.O. Box 3009
Salmon Arm, B.C. V1E 1A9
NOTARY PUBLIC

F. CIVIC ADDRESS OF NEW HOME (to be completed by municipality or regional district)

Civic Address: (new home address)

1730 N. Main St.

Building Permit No.:

3880 05 04

Issued by (municipality/regional district)

CSRD

Issued by (municipality/regional district)

07/12/07

SUSAN'S NOTES

6729 Magna Bay Drive

6.13 lakeview across with seasonal creek
 very private - at end of road
 partially cleared
 some landscaping done

new septic system installed 2008

well - 2007; pump + pressure tanks - 2008

House - 40' x 28' (inside) (10 foot ceilings) 1120 sq ft
 with full basement (9 foot ceilings) + 1120 sq ft
 2 bdrms - (could be 3) 2 bathrooms. 2240 sq ft

- passive solar design - full of warm sunshine (open concept) in winter
- shaded down in summer
- heavily insulated - foam block basement walls 12" thick concrete
 - electrical wiring is inside, extra walls does not break vapor barrier
 - attic - blown in insulation to R-50
- Electrical bsbrds and new Blaze King wood heater with excel chimney (2008) (wet. inspected)
 basement floors have tubing for hot water radiant heating system
- electrical all done
 plumbing roughed in (90%?)
 double soaker tub
 washer, dryer, stove + (range (brand new 2008))
 Fridge - new in 2008
- basement has a 2nd kitchen roughed in
- metal roof, new soffits all around.
- decks on either side joined by full length balcony
- Choose your own finishing!