

TITLE SEARCH PRINT

2022-06-28, 13:37:27

File Reference:

Requestor: Carol McIntyre

Declared Value \$345750

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District

KAMLOOPS

Land Title Office

KAMLOOPS

Title Number

CA6873998

From Title Number

KV37128

Application Received

2018-06-19

Application Entered

2018-06-21

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

SANCTUARY PEMBERTON TOWNHOMES LTD., INC.NO.
BC1156907
1495 MARINE DR
WEST VANCOUVER, BC
V7T 1B8

Taxation Authority

North Shore - Squamish Valley Assessment Area
Pemberton, Village of
Pemberton Valley Dyking District

Description of Land

Parcel Identifier:

025-641-620

Legal Description:

LOT A DISTRICT LOT 202 LILLOOET DISTRICT PLAN KAP73119

Legal Notations

HERETO IS ANNEXED EASEMENT KM111784 OVER PART OF LOT 13 PLAN KAP63162
AS SHOWN ON PLAN KAP63163

HERETO IS ANNEXED EASEMENT KM111785 OVER PART OF LOT 14 PLAN KAP63162
AS SHOWN ON PLAN KAP63163

HERETO IS ANNEXED EASEMENT KM111786 OVER PART OF LOT 15 PLAN KAP63162
AS SHOWN ON PLAN KAP63163

HERETO IS ANNEXED EASEMENT KM111787 OVER PART OF LOT 16 PLAN KAP63162
AS SHOWN ON PLAN KAP63163

TITLE SEARCH PRINT

2022-06-28, 13:37:27

File Reference:

Requestor: Carol McIntyre

Declared Value \$345750

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	KL141290
Registration Date and Time:	1997-12-24 09:23
Registered Owner:	PROVINCIAL AGRICULTURAL LAND COMMISSION
Remarks:	INTER ALIA PART ON PLAN KAP60862

Nature:	COVENANT
Registration Number:	KV37132
Registration Date and Time:	2003-04-04 15:04
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OR WATER LAND AND AIR PROTECTION AS TO AN UNDIVIDED 1/2 INTEREST VILLAGE OF PEMBERTON AS TO AN UNDIVIDED 1/2 INTEREST
Registered Owner:	

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

97 DEC 24 09 23

KL141290

C 50.00

PL 50.00

5/6

LAND TITLE OFFICE
KAMLOOPS/NELSON

LAND TITLE ACT
FORM C
(Section 219.81)
Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 OF 8 pages

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

Connell Lightbody, Barristers & Solicitors
1900 - 1055 West Georgia Street
Vancouver, B.C. V6E 4J2 (684-1181)
CL File No. 4735/1

MIDLAND REGISTRY
(250) 374-1688



LARRY S. BLASCHUK, Solicitor

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

(PID)

(LEGAL DESCRIPTION)

013-075-772

North Shore - Squamish Valley Assessment Area
Fractional South East 1/4 of District Lot 202 Lillooet District
Except Plans A20, 1624, 33078, 33895, KAP57168, H10996 and
KAP 60860

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Restrictive
Covenant

Entire Document

Transferee

01 97/12/24 09:25:34 01 KL 143178
CHARGE \$50.00

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

(a) Filled Standard Charge Terms

D.F. No.

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this instrument

A selection of (a) includes any 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. 278246)

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

PROVINCIAL AGRICULTURAL LAND COMMISSION
133 - 4940 Canada Way
Burnaby, B.C. V5G 4K6

GENERAL INSTRUMENT - PART 1

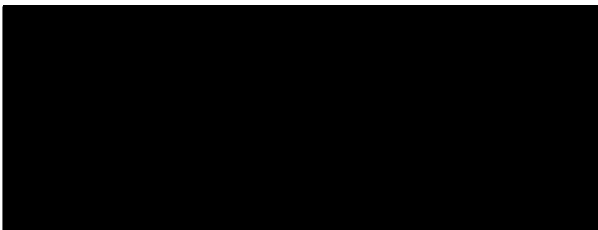
7. ADDITIONAL OR MODIFIED TERMS:*

Not Applicable

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.

Execution Date

Officer signature(s)



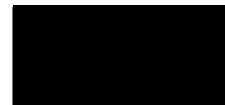
RICHARD MYHILL-JONES, Commissioner
for taking Affidavits for British Columbia
#506 - 221 West Esplanade
North Vancouver, B.C. V7M 3J3



KIRK B. MILLER
COMMISSIONER FOR TAKING AFFIDAVITS
135- 4940 Canada Way
Burnaby, BC V5G 4K6
(604) 660-7000

Y	M	D
97	12	19
97	12	16

Party(ies) signature(s)
BCR PROPERTIES LTD. by its
authorized signatory



Name: Jim Cox

Name: _____

PROVINCIAL AGRICULTURAL LAND
COMMISSION by its authorized
signatory(ies)

JIM PLOTNIKOFF AUTHORIZED SIGNATORY OF THE
LAND COMMISSION

Name: _____



Name: _____

BRIAN UNDERHILL, AUTHORIZED SIGNATORY OF THE
PROVINCIAL AGRICULTURAL LAND COMMISSION

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. 1979, c.116, 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.

TERMS OF INSTRUMENT - PART 2**WHEREAS:**

A. The Transferor is the registered and beneficial owner in fee-simple of certain lands and premises in the Province of British Columbia, more particularly known and described as:

Parcel Identifier 013-075-772
Fractional South East 1/4 of District Lot 202
Lillooet District Except Plans A20, 1624, 33078,
33895, KAP57168, H10996 AND KAP 60860

(the "Land")

as shown on KAP 60860, being a subdivision plan (the "Subdivision Plan") completed and certified correct on the 20th day of November, 1997, by Brian O. Brown, B.C.L.S., a true copy of which is attached hereto as Schedule "A";

B. The Subdivision Plan created the Land and the following lot:

North Shore - Squamish Valley Assessment Area
NO PID
Lot 1 District Lot 202 Lillooet District Plan
KAP 60860 ("Lot 1")

C. A covenant under Section 219 of the Land Title Act is required on the Land as a condition of the consent to approval of the Subdivision Plan by the Transferee.

D. The Transferor has agreed to execute and deliver this restrictive covenant on the Land pursuant to section 219 of the Land Title Act in favour of the Transferee.

THEREFORE in consideration of the premises and of the sum of one dollar (\$1.00) of lawful money of Canada, now paid by the Transferee to the Transferor, the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties covenant and agree as follows:

1. Unless acting within the provisions of section 4, the Transferor shall not, without the prior written consent of the Transferee, which consent may be arbitrarily withheld, cut down, trim, prune, defoliate, clear, alter, remove or in any way tamper with or work on any trees, shrubs, plants, bushes, ground cover, vegetation or any other form of plant life (the "Buffer") within

the Buffer Area, as hereinafter defined, so that the trees, shrubs, plants, bushes, ground cover, vegetation or other forms of plant life remain in a naturally vegetated state as an effective separation in perpetuity between the Land and the adjoining Lot 1 located north to the Land, which is in the agricultural land reserve and is shown as Lot 1 on Schedule "A" attached hereto.

2. Unless acting within the provisions of section 4, the Transferor shall not, without the prior written consent of the Transferee, which consent may be arbitrarily withheld, remove any of the existing fencing constructed within the Buffer Area, as hereinafter defined.

3. The Buffer shall be maintained by the Transferor in that portion of the Land boldly outlined on the Explanatory Plan of Covenant over Part of the Fractional South East 1/4 of District Lot 202 Lillooet District Except Plans A20, 1624, 33078, 33895, KAP57168, H10996 and KAP 60860 completed and certified correct on the 8th day of December, 1997, by Brian O. Brown, B.C.L.S., and deposited in the Land Title Office as Plan KAP 60862 (the "Buffer Area").

4. Notwithstanding the provisions of Section 1, the Transferor, or any subsequent registered owner of any lot created by a future subdivision of the Land, at their sole cost, may replace the existing Buffer with such trees, shrubs, plants, bushes, ground cover, vegetation or other forms of plant life and any fences, berms, stakes, guy wires or other works and improvements as may be necessary to establish a three (3.0m) metre wide buffer of the type designated as A.1 in "Schedule "A": Buffer Types" to the Provincial Agricultural Land Commission Landscaped Buffer Specifications of March, 1993, as attached hereto as Schedule "B" (the "Landscaped Buffer Specifications"), and shall in all other respects, comply with the requirements of the Landscaped Buffer Specifications.

5. The Transferor, at the Transferor's sole cost, shall maintain, trim, prune, thin, clear, repair and, where necessary or desirable, plant or replace any trees, shrubs, plants, bushes, ground cover, vegetation or any other form of plant life and any fences, berms, stakes, guy wires or other works or improvements in the Buffer Area or comprising the Buffer in order to maintain the Buffer as an effective separation between the Land and Lot 1.

6. Without limiting the provisions of section 5, the Transferor, at the Transferor's sole cost, shall forthwith after a written demand by the Transferee, do such maintenance, trimming, pruning, thinning, clearing, repair, planting or replacing and shall do such other things or perform such other work as the Transferee shall require in the written demand in order to maintain

the Buffer as an effective separation between the uses on the Land and the agricultural and farming uses on Lot 1.

7. If the Transferor fails or refuses to do any of the things required under section 1, 2, 3, 4 and 5 or fails or refuses to do any thing or perform any work required in a written demand under section 6, the Transferee may, but shall not be obligated to, do or perform such thing or work and may for that purpose, without giving notice to the Transferor, enter on the Land and the Buffer Area with such personnel, equipment, machinery and materials as may be necessary or desirable. The costs incurred by the Transferee in doing such things or performing such work shall be a debt due to the Transferee by the Transferor and the Transferor shall forthwith upon written request from the Transferee pay to the Transferee the costs incurred by the Transferee.

8. The Transferor shall not do or permit to be done anything on the Buffer Area which will interfere with the effectiveness of the Buffer in providing separation between the Land and Lot 1 and for greater certainty, but without in any way limiting the generality of the foregoing, the Transferor shall not construct, erect, instal, build or place any building, structure, erection, fixture or improvement on the Buffer Area, except for any fencing required under this Instrument, and shall not permit the Buffer Area to be used for any purpose whatsoever except for providing the Buffer to provide separation between the Land and Lot 1 without the prior written consent of the Transferor, which consent may be arbitrarily withheld.

9. The covenants in this Instrument shall be covenants running with the Lands and shall be binding on the successors in title and assignees of the Land.

10. None of the covenants herein shall be personal or binding upon the Transferor, save and except during the Transferor's seisin or ownership of any interest in the Land.

11. It is understood and agreed that if Lot 1 is removed from the Agricultural Land Reserve, then this Instrument shall automatically be terminated and of no further force and effect.

12. The Transferor and Transferee will, upon the request of the other, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, documents and assurances whatsoever as may be necessary or desirable for the better and more perfect and absolute performance of the grants, covenants, provisos and agreements in this Instrument.

Page 6 of 8

13. This Instrument shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. Words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number include the plural number and vice versa.

THIS IS THE INSTRUMENT creating the condition or covenant entered into under section 219 of the Land Title Act by the registered owner(s) referred to herein and shown on the print of the plan annexed hereto and initialled by me.



Bryan R. Kirk, Approving Officer
Village of Pemberton

SCHEDULE "A" - Subdivision Plan

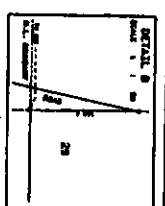
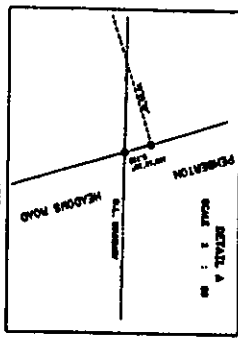
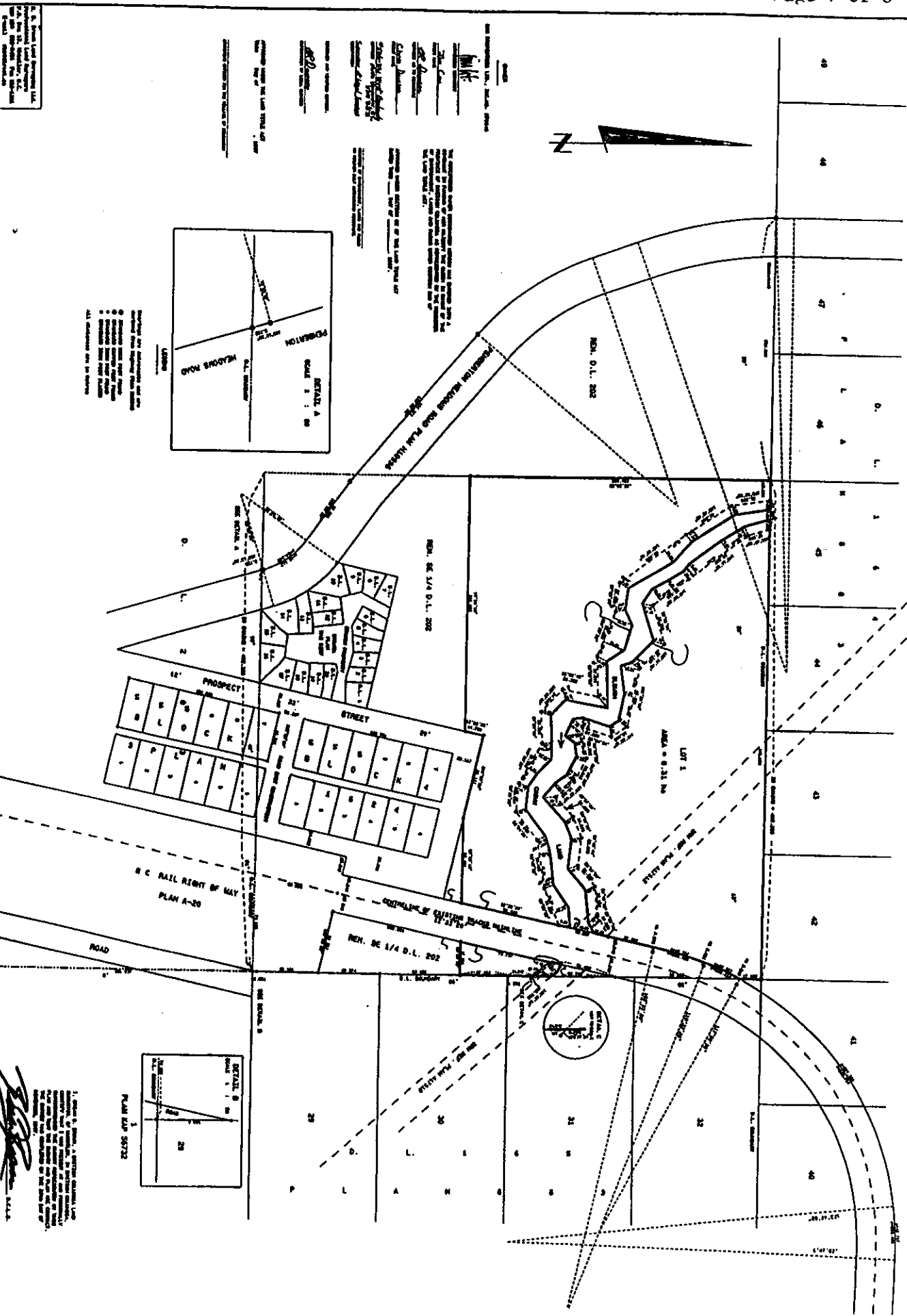
PLAN OF SUBDIVISION OF PART OF THE FRACTIONAL SOUTH EAST 1/4 OF D.L. 202, EXCEPT PLANS A20, 1624, 33076, 33895, H10996 AND KAP 5768, LILLOOET DISTRICT

S.C. 6-6, 923.037
SCALE 1 : 1000

Prepared by: [Signature]
Checked by: [Signature]
Date: [Date]

INITIAL
[Signature]

PLAN KAP
REGISTERED IN THE LAND TITLE
OFFICE AT VANCOUVER, B.C., 1997.
FILE NO. [Number]



[Signature]
[Text]

2405-32241

SCHEDULE "B"

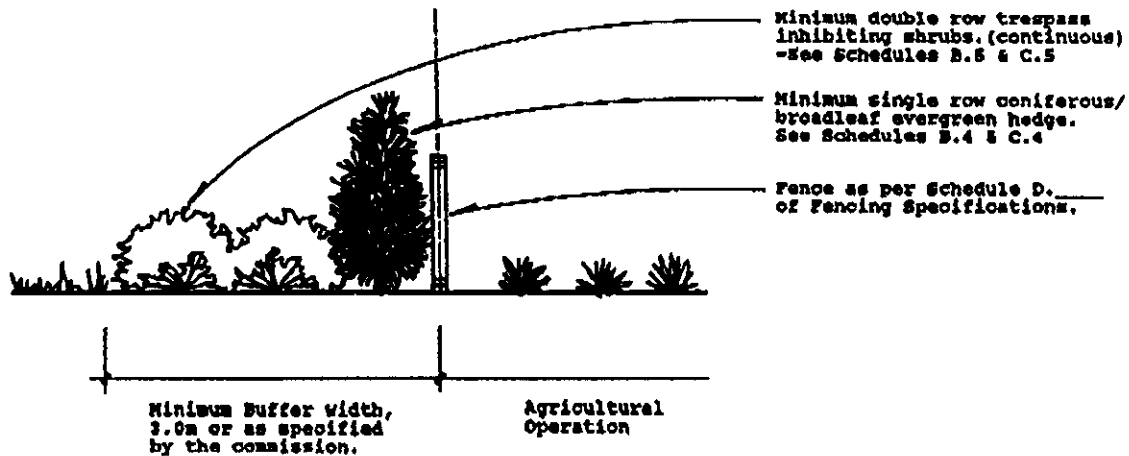
Landscaped Buffer Specifications

This is the second schedule to a certain Instrument dated the _____ day of December, 1997, made between BCR PROPERTIES LTD. and PROVINCIAL AGRICULTURAL LAND COMMISSION.

SCHEDULE A: BUFFER TYPES

**A.1: Minimum Vegetative Screen
(Evergreen Hedge)**

Minimum visual screening and protection of farmland from trespass and vandalism.



END OF DOCUMENT

N:\USER\LSB\PERRY.219

LAND TITLE ACT

FORM 11 (a)
(Section 99 (1)(e), (j) and (k))

APPLICATION FOR DEPOSIT OF REFERENCE OR
EXPLANATORY PLAN (CHARGE)

I, LARRY S. BLASCHUK, Barrister and Solicitor, of 1900 - 1055 West Georgia Street, Vancouver, British Columbia V6E 4J2, agent of BCR Properties Inc. (Inc. No. 278246) of 506 - 221 West Esplanade, North Vancouver, British Columbia V7M 3J3, the registered owner of the following property, apply to deposit explanatory plan of:

Covenant over part of the Fractional South East 1/4 of DL 202 Lillooet District Except Plans A20, 1624, 33078, 33895, H10996, KAP57168, and Plan KAP 60860

I enclose: KAP 60862

- 1. The explanatory plan.
- 2. The reproductions of the plan required by section 67(s) (see below).
- 3. Fees of \$ _____.

01 97/12/24 09:25:39 01 KL
OT PLANS

143178
\$50.00

Dated the 19 day of Dec 

LARRY S. BLASCHUK, Solicitor

- NOTE:**
- (i) Under section 67(s) the following reproductions of the plan must accompany this application:
 - (a) one blue linen original (alternatively, white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
 - (ii) The following further requirements may be necessary:
 - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) under the Agricultural Land Commission Act.
 - (b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:

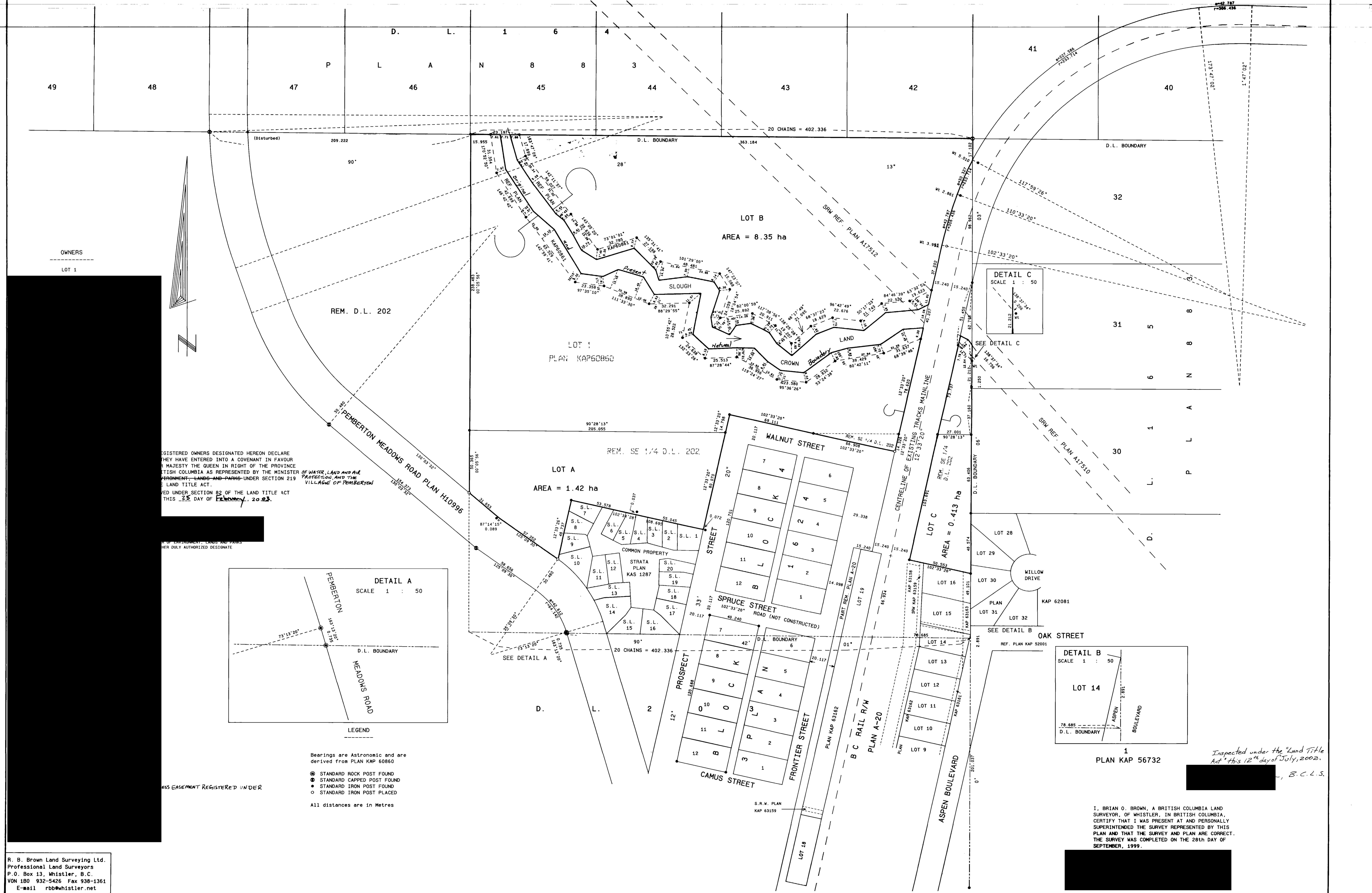
"The eligible residence as defined by the Home Purchase Assistance Act is located on lot _____ created by this plan.

B.C.L.S. or solicitor for the owner"
 - (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
 - (d) Where the plan refers to a covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan.

B.C.G.S. 92J.037
SCALE 1 : 1000

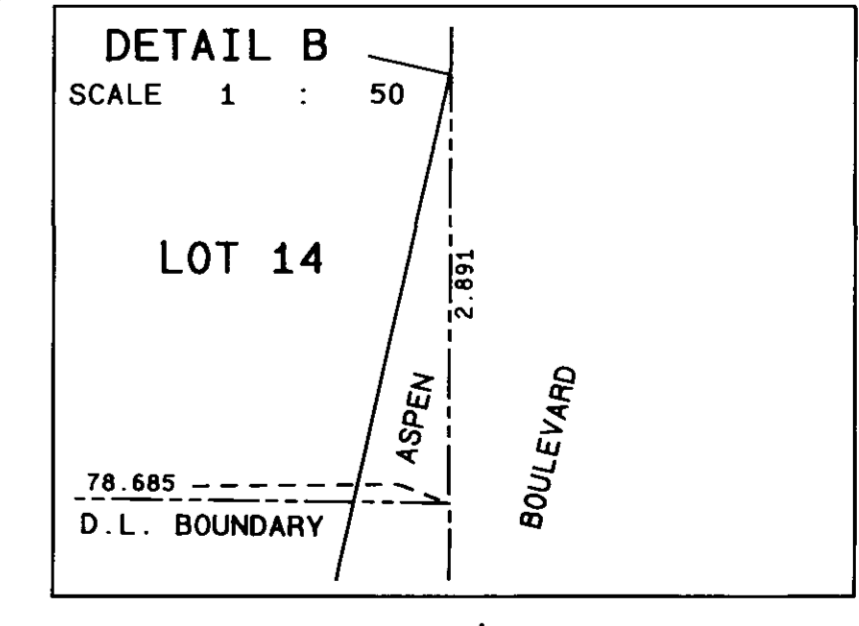
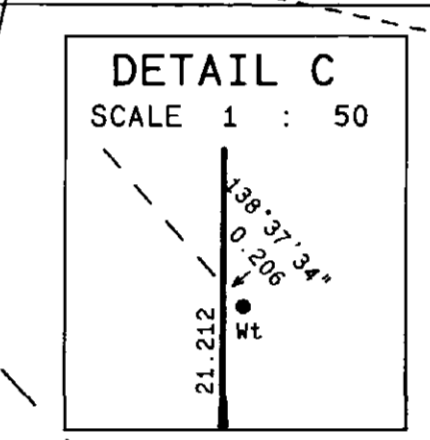
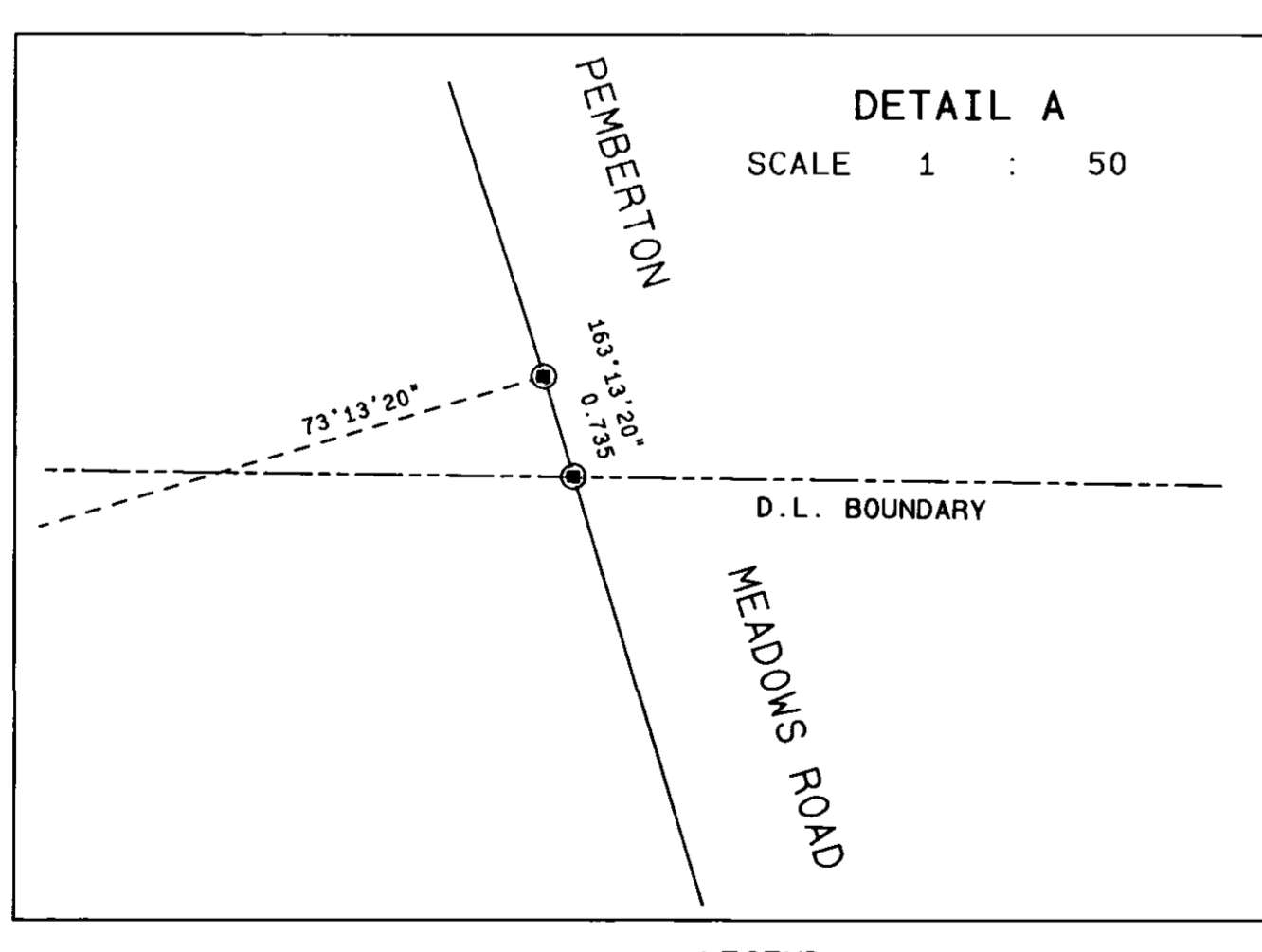
THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT

S. Liochka
REGISTRAR
K137/28



REGISTERED OWNERS DESIGNATED HEREON DECLARE THEY HAVE ENTERED INTO A COVENANT IN FAVOUR OF HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF WATER, LAND AND AIR PROTECTION AND THE ENVIRONMENT, LANDS AND PARKS UNDER SECTION 219 OF THE LAND TITLE ACT. THIS 25 DAY OF February, 2003.

BY: [Redacted]
HER DULY AUTHORIZED DESIGNATE



Bearings are Astronomic and are derived from PLAN KAP 60860
 ● STANDARD ROCK POST FOUND
 ○ STANDARD CAPPED POST FOUND
 * STANDARD IRON POST FOUND
 ○ STANDARD IRON POST PLACED
 All distances are in Metres

ASS EASEMENT REGISTERED UNDER

Inspected under the "Land Title Act" this 12th day of July, 2002.
[Redacted], B.C.L.S.

I, BRIAN O. BROWN, A BRITISH COLUMBIA LAND SURVEYOR, OF WHISTLER, IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED ON THE 28th DAY OF SEPTEMBER, 1999.

LAND TITLE ACT
FORM C
(Section 219.81)

-4 APR 2003 15 04

KV037132

C
55

Province of
British Columbia

LAND TITLE OFFICE
KAMLOOPS

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

PAGE 1 of 9 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 687-6575 (File No. 00-7488)

Per:

JOHN L. SAMPSON

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

(PID)

(LEGAL DESCRIPTION)

NO PID

Lot A, District Lot 202, Lillooet District, KAP

73119

KV37128

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Entire document

Transferee

01 03/04/07 08:35:26 01 K 617332
CHARGE 455.00

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

(a) Filed Standard Charge Terms

[]

D.F. Number:

(b) Express Charge Terms

[X]

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. 278246)

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

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented
by the Minister of Water, Land and Air Protection, Parliament Buildings, Victoria, BC, V8V 1X4 and
VILLAGE OF PEMBERTON, 1350 Aster Street, P.O. Box 100, Pemberton, BC, V0N 2L0

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

ABSTRACT REGISTRY
AGENT

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.

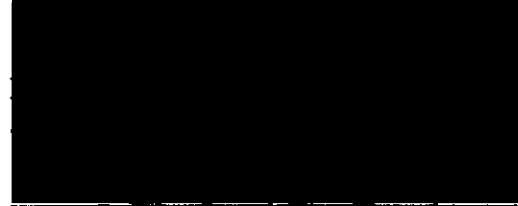
Officer Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

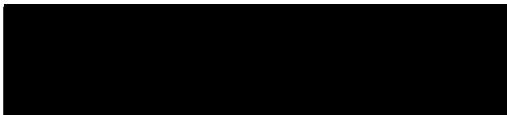


Y	M	D
2002	09	09
2003	02	25
2003	03	26



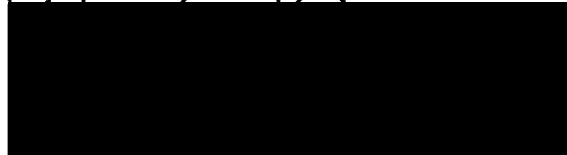
Name: Robert Pincus

RICHARD MYHILL-JONES, Commissioner for taking Affidavits for British Columbia #506 - 221 West Beplanade North Vancouver, B.C. V7M 3j3

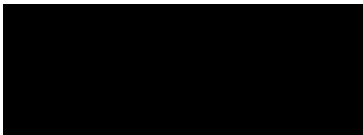


JUDY HANDLEY: Commissioner for taking Affidavits for British Columbia 10470 - 152 Street Surrey, BC V3R 0Y3

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Water, Land and Air Protection, or his/her duly authorized

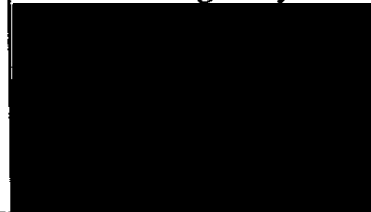


Head, Engineering Section



Robin Corbett 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, BC 604-894-6135 Expires February 28, 2006

VILLAGE OF PEMBERTON by its authorized signatory:



MAYOR

CLERK

BRYAN

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. 1979, c. 116, 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.

TERMS OF INSTRUMENT - PART 2

THIS AGREEMENT dated for reference this 3rd day of June, 2002,

BETWEEN:

BCR PROPERTIES LTD., (Inc. No. 278246) of 506 - 221 West Esplanade, North Vancouver, British Columbia V7M 3J3,

(the "Grantor")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Water, Land and Air Protection, Parliament Buildings, Victoria, British Columbia, V8V 1X5,

(the "First Grantee")

OF THE SECOND PART

AND:

VILLAGE OF PEMBERTON, 1350 Aster Street, P.O. Box 100, Pemberton, British Columbia, V0N 2L0,

(the "Second Grantee")

OF THE THIRD PART

WITNESSES THAT WHEREAS:

A. Susan Perry is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

Parcel Identifier: 023-999-551
Lot 1 District Lot 202
Lillooet District
Plan KAP60860

("Lot 1");

B. The Grantor is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

Parcel Identifier: 013-075-772
Fractional South East $\frac{1}{4}$ of District Lot 202
Lillooet District
Except Plans A20, 1624, 33078, 33895, KAP57168, H10996 and KAP60860

("District Lot 202" and together with Lot 1, the "Lands");

C. Susan Perry and the Grantor propose to subdivide the Lands, according to a plan of subdivision completed and certified correct on the 12th day of July, 2002 by Brian O. Brown, British Columbia Land Surveyor, a copy of which is attached hereto as Schedule "A", in order to create 3 new lots, one of which will be legally described as follows:

Parcel Identifier: not available
Lot A District Lot 202
Lillooet District
KAP 73119

("Lot A");

D. A covenant under section 219 of the *Land Title Act* is required as a condition of the consent to approval of the subdivision of the Lands by the Minister of Water, Land and Air Protection, under section 82 of the *Land Title Act*; and

E. 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 First Grantee and a municipality that the land is to be used in a particular manner or that the land is not to be subdivided except in accordance with the covenant.

NOW THEREFORE IN CONSIDERATION of the premises and the sum of ONE DOLLAR (\$1.00) paid by the First Grantee and the Second Grantee to the Grantor, the receipt and sufficiency whereof is hereby acknowledged by the Grantor, the Grantor covenants and agrees 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 Lot A.
2. Hereafter, Lot A shall not be further subdivided; and
3. Hereafter, no building, mobile home or unit, or modular home or structure shall be constructed, reconstructed, moved, or located on Lot A, except for one single family dwelling only; and
4. Hereafter, 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 two hundred and eleven point seven (211.7) metres Geodetic Survey of Canada datum at the northwest corner of the property decreasing lineally to two hundred and eleven point five (211.5) metres Geodetic Survey of Canada datum at the southeast corner of the property (the "Flood Construction Level for Lot A").

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 an entrance foyer or parking facility).

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 elevation(s).

5. The conditions in Paragraphs 2 and 3 above are required because of the very large difference between the natural grade elevation and the Flood Construction Level for Lot A, and to minimize the potential for flood damage on Lot A.
6. Building plans with elevations showing the method of achieving the Flood Construction Level for Lot A, and site grading plans showing details of the landfill and access from public roads, and erosion protection works, shall be submitted to the regional office of the Ministry of Water, Land and Air Protection for approval. Written approval from the Flood Hazard Management Section Head shall be obtained prior to the issuance of a Village of Pemberton building permit for Lot A that conforms with the Flood Hazard Management Section Head approval.
7. The required elevation may be achieved by structural elevation of the said habitable area, or by adequately compacted landfill, or by a combination of both structural elevation and landfill. No area below the required elevations shall be used for the installation of furnaces or other fixed equipment damageable by floodwater. The face of the landfill slopes shall be adequately protected against erosion from flood flows.
8. Under no circumstances shall any enclosed area (with the exception of parking garages and entrance foyers not exceeding eleven (11) square metres per dwelling unit) be wholly or partly built below the Flood Construction Level for Lot A with an internal height (measured to the underside of the structural floor or roof) of more than one point five (1.5) metres.

9. The owner, on behalf of himself and his heirs, executors, administrators, successors and assigns, acknowledges that the Province of British Columbia and the Village of Pemberton do not represent to the owner, 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 Lot A will not be damaged by flooding or erosion and the owner on behalf of himself and his heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the Province:

(a) agrees to indemnify and save harmless the Province of British Columbia and the Village of Pemberton and their employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Province and the Village of Pemberton 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 covenants or agreement on the part of the owner or his heirs, executors, administrators, successors and assigns contained in this agreement or arising out of or in connection with any personal injury, death or loss or damage to Lot A, 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 Lot A caused by flooding, erosion or some such similar cause; and

(b) does remise, release and forever discharge the Province of British Columbia and the Village of Pemberton and their employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor any of his heirs, executors, administrators, successors and assigns may have against the Province and the Village of Pemberton and their employees, servants or agents for and by reason of any personal injury death or loss or damage to Lot A, 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 Lot A, caused by flooding, erosion or some such similar cause.

10. 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 Lot A and shall enure to the benefit of and be binding upon the Grantor, its successors and assigns and the First and Second Grantees and their assigns.

11. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the First and Second Grantees in relation to the Grantor, including its successors and assigns, or Lot A 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 First and Second Grantees as if this Agreement had not been made by the parties.

12. The Grantor will do or cause to be done at its expense all acts reasonably necessary for the First and Second Grantees to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against Lot A save and except those in favour of

the First and Second Grantees and those specifically approved in writing by the First and Second Grantees.

13. 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*.

14. 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 assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.

15. (a) The Grantor or any of its successors and assigns, as the case may be, shall give written notice of this Agreement to any person to whom it proposes to dispose of Lot A, 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.

16. 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.

17. 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, 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.

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

19. Where there is 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.

20. Every reference to the Minister of Water, Land and Air Protection, in this Agreement shall include the Minister of Water, Land and Air Protection, the Deputy Minister of Water, Land and Air Protection and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

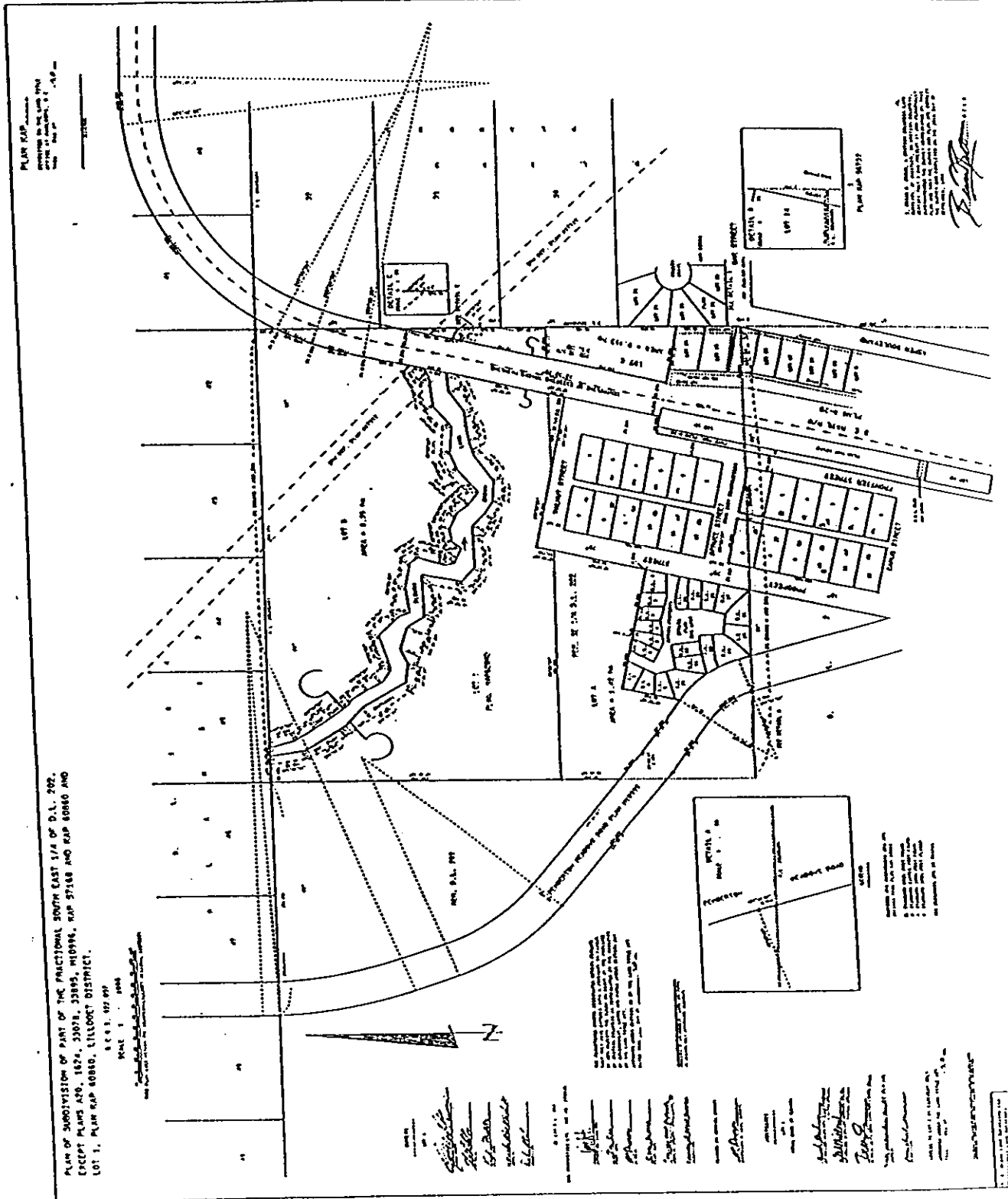
IN WITNESS WHEREOF the parties have executed this Agreement in Item 8, of the Form C ,
General Instrument - Part 1.

THIS IS THE INSTRUMENT creating the
condition or covenant entered into under
Section 219 of the *Land Title Act* by the
registered owner(s) referred to herein and shown
on the print of the plan and annexed hereto
in



Approving Officer

Schedule "A"



PLAN MAP
 PREPARED BY THE
 ENGINEER OF SURVEY
 DATE: 1992

PLAN OF SUBDIVISION OF PART OF THE FRACTIONAL SOUTH EAST 1/4 OF D.L. 202,
 EXCEPT PLANS A20, 1624, 25027, 33895, 35096, 35098, MAP 57188 AND MAP 60860 AND
 LOT 1, PLAN MAP 60860, LILLONET DISTRICT.

SCALE 1" = 400'



END OF DOCUMENT

LAND TITLE ACT
FORM C
(Section 233)
Province of
British Columbia

4#1
KM111784

98 NOV - 9 10 54

LAND TITLE OFFICE
KAMLOOPS/NEILSON

4XC =
KM111784
220.00
Pe = 50.00

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) PAGE 1 of 10 page(s)

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
JOHN L. SAMPSON, Ladner Downs, Barristers and Solicitors, 1200 - 200 Burrard Street, Vancouver,
British Columbia, V7X 1T2, 687-5744

Client No. 10439 (File No. 33456/00500)



Signature of Solicitor - JOHN L. SAMPSON

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

SEE SCHEDULE
Part 1 shown on
PLAN KAP 1631/03

3. NATURE OF INTEREST: *
DESCRIPTION DOCUMENT REFERENCE (page and paragraph) PERSON ENTITLED TO INTEREST

SEE SCHEDULE

01 98/11/09 10:58:37 01 KL 228727
CHARGE \$220.00

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

| |
| X |
| |

D.F. Number:
Annexed as Part 2
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): *

BC RAIL LTD. (Incorporation No. 84014)

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

BC RAIL LTD. (Incorporation No. 84014), Box 8770, Vancouver, British Columbia, V6B 4X6, and
BCR PROPERTIES LTD. (Incorporation No. 278246), Suite 506, 221 West Esplanade, North Vancouver,
British Columbia, V7M 3J3

7. ADDITIONAL OR MODIFIED TERMS: *

N/A

ABSTRACT REGISTRY SERVICES LTD.
372-0746

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 S Name:	Execution Date			Party(ies) Signature(s) Name:
	Y	M	D	
[Redacted] RICHARD MYHILL-JONES, Commissioner for taking Affidavits for British Columbia #506 - 221 West Esplanade North Vancouver, B.C. V7M 3J3	98	10	25	BC RAIL LTD., by its authorized sign [Redacted] Name: JIM COX, PRESIDENT of C.O.O. (BCR PROPERTIES)
[Redacted] RICHARD MYHILL-JONES, Commissioner for taking Affidavits for British Columbia #506 - 221 West Esplanade North Vancouver, B.C. V7M 3J3	98	10	05	BCR PROPERTIES LTD. by its authorize [Redacted] Name: JIM COX, PRESIDENT of C.O.O.
[Redacted] ROBERT MACPHERSON DEPUTY SECRETARY SQUAMISH LILLOET REGIONAL DISTRICT 1350 ASTER ST., PEMBERTON, B.C. V0N 2L0 PHONE: 894-6371	98	10	23	VILLAGE OF PEMBERTON by its authorized signatories: [Redacted] Name: Bryan

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.

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 of 10 page(s)

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

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

(PID)

(LEGAL DESCRIPTION)

NOT AVAILABLE

Lot 13 District Lot 203 Lillooet District Plan KAP _____ ("Lot 13")

NOT AVAILABLE

Lot 14 District Lots 202 and 203 Lillooet District Plan KAP _____ ("Lot 14")

NOT AVAILABLE

Lot 15 District Lot 202 Lillooet District Plan KAP _____ ("Lot 15")

NOT AVAILABLE

Lot 16 District Lot 202 Lillooet District Plan KAP _____ ("Lot 16")

KAP
63162

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

TITLE

KM111775

Easement over part of Lot 13 shown on Reference Plan KAP 63163

Page 5; paragraph 1

KM111776 Registered Owner of:
KM111777 Lot 14, Lot 15, Lot 16, Plan KAP63162
KM111778 NPA
KL141286 Fr. SE 1/4 DL 202 (013-075-772) ✓ ✓

KM111776

Easement over part of Lot 14 shown on Reference Plan KAP 63163

Page 6; paragraph 2

KM111777 Registered Owner of:
KM111778 Lot 15, Lot 16, Plan KAP63162 ✓
KL141286 NPA
Fr. SE 1/4 DL 202 (013-075-772) ✓

KM111777

Easement over part of Lot 15 shown on Reference Plan KAP 63163

Page 6; paragraph 3

KM111778 Registered Owner of:
KL141286 Lot 16, Plan KAP63162 NPA ✓
Fr. SE 1/4 DL 202 (013-075-772) ✓

KM111778

Easement over part of Lot 16 shown on Reference Plan KAP 63163

Page 6; paragraph 4

KL141286 Registered Owner of:
FR. SE 1/4 DL 202 (013-075-772) ✓

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.

TERMS OF INSTRUMENT - PART 2

ACCESS EASEMENT

THIS INDENTURE made as of the 17th day of July, 1998,

BETWEEN:

BC RAIL LTD., a body corporate under the laws of British Columbia and having a mailing address at Box 8770, Vancouver, British Columbia, V6B 4X6 (British Columbia Inc. No. 84014)

(in its capacity as the owner of Lot 13, the "Lot 13 Owner", in its capacity as the owner of Lot 14, the "Lot 14 Owner", in its capacity as the owner of Lot 15, the "Lot 15 Owner" and in its capacity as the owner of Lot 16, the "Lot 16 Owner")

AND:

BCR PROPERTIES LTD., a body corporate under the laws of British Columbia and having an office and place of business at Suite 506, 221 West Esplanade, North Vancouver, British Columbia, V7M 3J3 (British Columbia Inc. No. 278246)

(the "District Lot 202 Owner")

AND:

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

(the "Village")

WITNESSES THAT WHEREAS:

A. The Lot 13 Owner is the registered owner of the lands and premises in the Village of Pemberton, British Columbia, more particularly known and described as:

Lot 13
District Lot 203 Lillooet District
Plan KAP _____ 63162



("Lot 13");

PAGE 5 of 10 pages

B. The Lot 14 Owner is the registered owner of the lands and premises in the Village of Pemberton, British Columbia, more particularly known and described as:

Lot 14
 District Lots 202 and 203 Lillooet District
 Plan KAP _____ 63162
 ("Lot 14");

✓

C. The Lot 15 Owner is the registered owner of the lands and premises in the Village of Pemberton, British Columbia, more particularly known and described as:

Lot 15
 District Lot 202 Lillooet District
 Plan KAP _____ 63162
 ("Lot 15");

✓

D. The Lot 16 Owner is the registered owner of the lands and premises in the Village of Pemberton, British Columbia, more particularly known and described as:

Lot 16
 District Lot 202 Lillooet District
 Plan KAP _____ 63162
 ("Lot 16");

✓

E. The District Lot 202 Owner is the registered owner of the lands and premises in the Village of Pemberton, British Columbia, more particularly known and described as:

KL141286
 Parcel Identifier: 013-075-772
 Fractional South East ¼ of District Lot 202
 Lillooet District
 Except Plans A20, 1624, 33078, 33895, KAP57168, H10996 and
 KAP60860

✓

("District Lot 202");

F. The Lot 14 Owner requires an easement over a portion of Lot 13 for the purposes of access to and egress from Lot 14, the Lot 15 Owner requires an easement over a portion of Lot 13 and a portion of Lot 14 for the purposes of access to and egress from Lot 15, the Lot 16 Owner requires an easement over a portion of Lot 13, a portion of Lot 14 and a portion of Lot 15 for the purposes of access to and egress from Lot 16, and the District Lot 202 Owner requires an easement over a portion of Lot 13, a portion of Lot 14, a portion of Lot 15 and a portion of Lot 16 for the purposes of access to and egress from District Lot 202;

G. The Lot 13 Owner has agreed to grant an easement to the Lot 14 Owner, the Lot 15 Owner, the Lot 16 Owner and the District Lot 202 Owner, the Lot 14 Owner has agreed to grant an easement to each of the Lot 15 Owner, the Lot 16 Owner and the District Lot 202 Owner, the Lot 15 Owner has agreed to grant an easement to each of the Lot 16 Owner and the District Lot 202 Owner, and the Lot 16 Owner has agreed to grant an easement to the District Lot 202 Owner, all on the terms and conditions herein contained and for the above-noted purposes; and

H. The Lot 13 Owner from time to time, the Lot 14 Owner from time to time, the Lot 15 Owner from time to time, the Lot 16 Owner from time to time, and the District Lot 202 Owner from time to time are herein collectively referred to as the "Owners".

NOW THEREFORE, in consideration of the covenants and premises herein contained, BC Rail Ltd. and BCR Properties Ltd. covenant and agree as follows:

1. Grant of Lot 13 Easement - The Lot 13 Owner hereby grants to each of the Lot 14 Owner, the Lot 15 Owner, the Lot 16 Owner and the District Lot 202 Owner, a full, free and unlimited right, liberty and easement for each of the Lot 14 Owner, the Lot 15 Owner, the Lot 16 Owner and the District Lot 202 Owner, respectively, and their respective invitees, permittees, servants, employees, licensees, contractors, subcontractors and agents, to use and to enter, go, pass and repass on and over that portion (the "Lot 13 Easement Area") of Lot 13 shown outlined in heavy dark line on the Reference Plan dated July 1, 1998 and prepared by P.A.T. Bunbury, a photo-reduced copy of which is attached as Schedule "A" (the "Plan"), at their will and pleasure at all times by day and by night with or without vehicles for the purposes of access to and egress from Lot 14, Lot 15, Lot 16 and District Lot 202, respectively; TO HAVE AND TO HOLD the Lot 13 Easement Area appurtenant to Lot 14, Lot 15, Lot 16 and District Lot 202, subject only to the terms and conditions contained in this Indenture.

2. Grant of Lot 14 Easement - The Lot 14 Owner hereby grants to each of the Lot 15 Owner, the Lot 16 Owner and the District Lot 202 Owner, a full, free and unlimited right, liberty and easement for each of the Lot 15 Owner, the Lot 16 Owner and the District Lot 202 Owner, respectively, and their respective invitees, permittees, servants, employees, licensees, contractors, subcontractors and agents, to use and to enter, go, pass and repass on and over that portion (the "Lot 14 Easement Area") of Lot 14 shown outlined in heavy dark line on the Plan, at their will and pleasure at all times by day and by night with or without vehicles for the purposes of access to and egress from Lot 15, Lot 16 and District Lot 202, respectively; TO HAVE AND TO HOLD the Lot 14 Easement Area appurtenant to Lot 15, Lot 16 and District Lot 202, subject only to the terms and conditions contained in this Indenture.

3. Grant of Lot 15 Easement - The Lot 15 Owner hereby grants to each of the Lot 16 Owner and the District Lot 202 Owner, a full, free and unlimited right, liberty and easement for the Lot 16 Owner and the District Lot 202 Owner, respectively, and their respective invitees, permittees, servants, employees, licensees, contractors, subcontractors and agents, to use and to enter, go, pass and repass on and over that portion (the "Lot 15 Easement Area") of Lot 15 shown outlined in heavy dark line on the Plan, at their will and pleasure at all times by day and by night with or without vehicles for the purposes of access to and egress from Lot 16 and District Lot 202, respectively; TO HAVE AND TO HOLD the Lot 15 Easement Area

ASSIGNED PLAN NO.
KR 63163

appurtenant to Lot 16 and District Lot 202, subject only to the terms and conditions contained in this Indenture.

4. Grant of Lot 16 Easement - The Lot 16 Owner hereby grants to the District Lot 202 Owner the full, free and unlimited right, liberty and easement for the District Lot 202 Owner, and its invitees, permittees, servants, employees, licensees, contractors, subcontractors and agents to use and to enter, go, pass and repass on and over that portion (the "Lot 16 Easement Area") of Lot 16 shown outlined in heavy dark line on the Plan, at their will and pleasure at all times by day and by night with or without vehicles for the purposes of access to and egress from District Lot 202; TO HAVE AND TO HOLD the Lot 16 Easement Area appurtenant to District Lot 202, subject only to the terms and conditions contained in this Indenture.

5. No Interference - PROVIDED ALWAYS that each of the Lot 14 Owner, the Lot 15 Owner, the Lot 16 Owner and the District Lot 202 Owner, and their respective invitees, permittees, servants, employees, licensees, contractors, subcontractors and agents, shall only use the Lot 13 Easement Area, Lot 14 Easement Area, the Lot 15 Easement Area and the Lot 16 Easement Area, as applicable, for the purposes set out above, and without restricting the generality of the foregoing, shall:

- (a) not obstruct or interfere or permit any person claiming under them to obstruct or interfere unnecessarily with the use of:
 - (i) the Lot 13 Easement Area by the Lot 13 Owner;
 - (ii) the Lot 14 Easement Area by the Lot 14 Owner;
 - (iii) the Lot 15 Easement Area by the Lot 15 Owner; and
 - (iv) the Lot 16 Easement Area by the Lot 16 Owner; and
- (b) not use any part of the Lot 13 Easement Area, Lot 14 Easement Area, the Lot 15 Easement Area or the Lot 16 Easement Area for the parking of motor vehicles or the storage of any materials.

6. Maintenance - The Owners shall keep each of the Lot 13 Easement Area, Lot 14 Easement Area, the Lot 15 Easement Area and the Lot 16 Easement Area (collectively, the "Easement Areas") free of snow and maintain the Easement Areas in good repair as a blacktop roadway suitable for the passage of motor vehicles, all on a prompt and timely basis and with due diligence, and otherwise in the manner of a prudent owner. The cost of such maintenance and repair of the Easement Areas shall be borne equally by the Owners; PROVIDED ALWAYS that each of the Owners shall repair at its sole cost and expense any damage to the Easement Areas (excluding normal wear and tear) directly caused by it.

7. Insurance - Each of the Owners shall acquire at its own cost and maintain at all times comprehensive general liability insurance policies for bodily injury or death and damage to property resulting in whole or in part from the exercise of the rights granted herein. Such

insurance policies shall be in an amount no less than \$2,000,000.00 per occurrence or other higher amount as the Owners may unanimously determine from time to time which is consistent with existing standards from time to time for similar properties and risks, and each policy shall name each of the other Owners as additional insureds. Each such policy shall contain cross-liability and severability of interests provisions and, if applicable, shall waive all rights of subrogation as against the other Owners or those for whom they are each in law responsible. Each such insurance policy shall also provide that it shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given by the insurers to each of the Owners.

8. **Indemnity** - Each of the Owners respectively, as a grantee of the respective easements herein contained, hereby indemnifies and saves harmless the grantor of each such easement to the extent that such easement benefits the grantee, from any and all liability, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including all reasonable consulting and legal fees and expenses on a solicitor-client basis) which may be paid, incurred or suffered by or asserted against the grantor of such easement, arising from or in connection with the exercise by such grantee of the rights herein contained. The obligations of the Owners under this indemnification provision shall survive the termination of this Indenture.

9. **Arbitration** - In the event of a dispute hereunder, that dispute shall be referred to a single arbitrator under the provisions of the *Commercial Arbitration Act* (British Columbia) or similar legislation, and the decision of that single arbitrator shall be final and binding upon the Owners. The costs of any such arbitration shall be borne equally by the Owners.

10. **Enurement and Binding Effect** - All covenants, conditions and agreements contained in this Indenture shall be binding upon and enure to the benefit of the successors in title of each of the Owners, for so long as and to the extent that such party shall remain the owner of that parcel of land or any part or parts thereof or any interest therein affected thereby respectively.

11. **Transferees to Assume Obligations** - Each of the Owners shall cause the transferee of any such party's respective fee simple interest in Lot 13, Lot 14, Lot 15, Lot 16 and District Lot 202, as the case may be, to enter into an agreement with the appropriate parties whereby any such transferee shall expressly acknowledge and assume the obligations of any such transferor under this Indenture; PROVIDED ALWAYS THAT until and unless such agreement or acknowledgment and assumption is executed and delivered by any such transferee, the transferor shall indemnify and hold harmless all other parties hereto in respect of any damages suffered or costs or liabilities incurred by reason of the failure of any such transferee to perform any obligation of any such transferor under this Indenture.

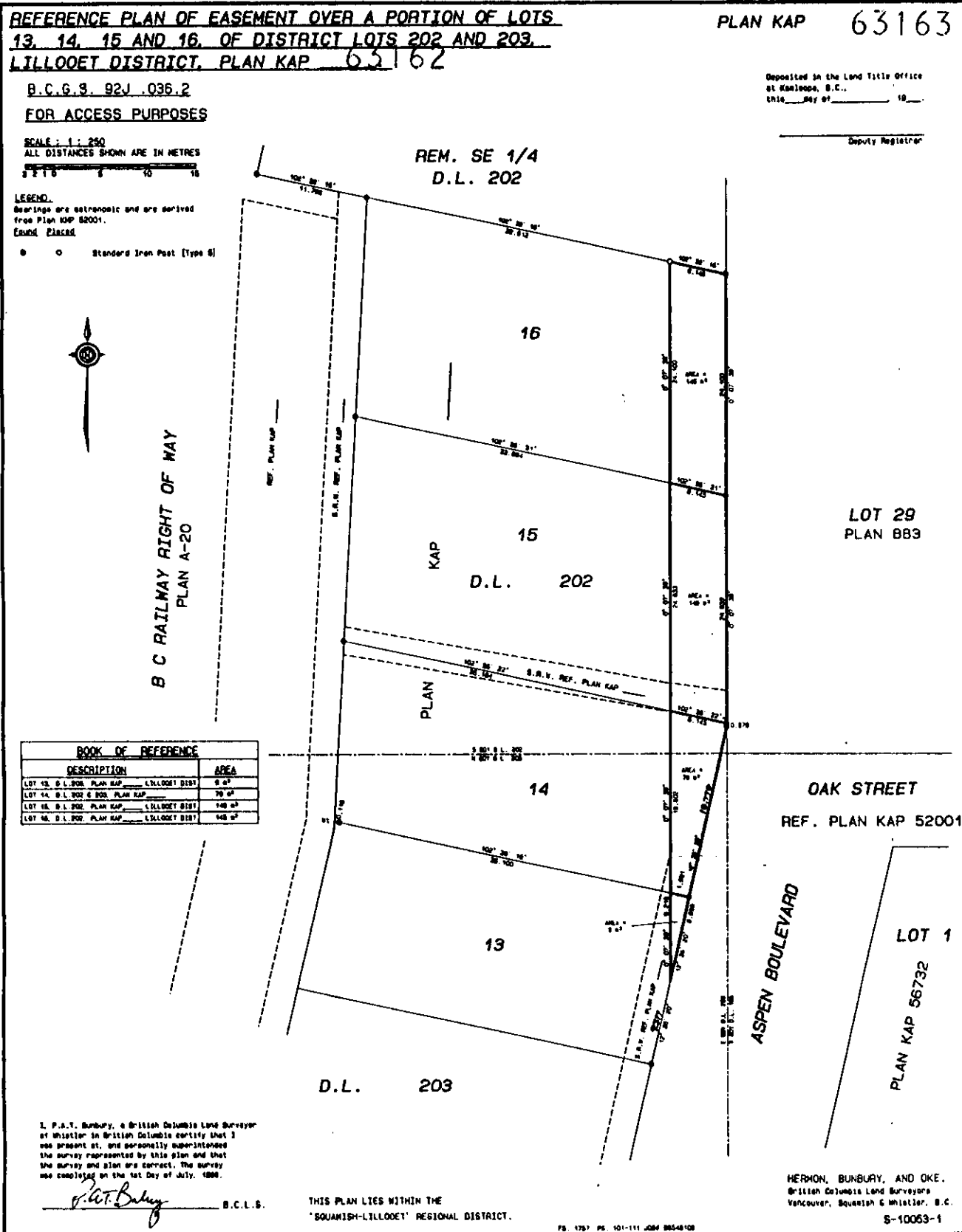
12. **Binding upon Easement Areas** - The easements granted herein shall be construed as running with the lands and binding upon Lot 13, Lot 14, Lot 15 and Lot 16, respectively, and the benefits associated therewith will attach to and run with each and every part into which Lot 13, Lot 14, Lot 15, Lot 16 and District Lot 202, respectively, may be subdivided.

PAGE 9 of 10 pages

13. **No Waiver** - No failure or delay on the part of any of the Owners in exercising any right, power or privilege under this Indenture shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
14. **Severability** - If any provision of this Indenture or any part hereof is determined to be invalid, it shall be severable and severed from this Indenture and the remainder of this Indenture shall be construed as if such invalid provision or part had been deleted from this Indenture.
15. **Further Assurances** - Each of the Owners hereto shall, upon the reasonable request of any of the other Owners, do, execute and deliver all further assurances, acts and documents, including any release or discharge when applicable, for the purpose of evidencing and giving full force and effect to this Indenture.
16. **Gender and Number** - Words importing the masculine gender include the feminine and neuter genders and words in the singular include the plural and vice versa.
17. **Governing Law** - This Indenture shall be governed by and construed in accordance with the laws of British Columbia and the Owners hereby agree to submit any dispute hereunder to, and to attorn to, the courts of British Columbia.
18. **Binding Effect** - This Indenture shall enure to the benefit of and be binding upon the Owners hereto and their respective successors and assigns.
19. **No Release** - It is understood and agreed by each of the Owners that none of the easements herein contained shall be released or discharged without the prior written consent of the Village. In addition, each of the Owners covenant and agree to and with the Village that upon any part or parts of the easement areas being dedicated as public road or being established as public road by conveyance, the easements granted herein, so far as they relate to the part or parts so dedicated or established as public road, shall become null and void and of no further force or effect whatsoever with respect to such part or parts of the easements, and without limiting the generality of the foregoing, each of the Owners at the request of the Village or any governmental body having jurisdiction over the public road so dedicated or established, shall execute and deliver such written releases or partial releases of the easements with respect to the parts of the easement areas so dedicated or established as may reasonably be required to permit or facilitate such dedication or establishment free and clear of the easements; and that if and so long as any part or parts of the easements shall be subject to a statutory right of way for a public road, the easements shall be suspended and of no force or effect with respect to that part or those parts thereof but shall again become of full force and effect forthwith upon any termination, suspension or expiry of such statutory right of way for public road, all without further act or deed of any party.

IN WITNESS WHEREOF the parties hereto have executed this Indenture in Item 8 of Part 1 of this Instrument.

Schedule "A"



END OF DOCUMENT

LAND TITLE ACT

FORM 11(a)

[Section 99(1)(e), (j) and (k)]

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

I, JOHN L. SAMPSON, Barrister and Solicitor, Ladner Downs, Barristers and Solicitors, 1200 - 200 Burrard Street, Vancouver, British Columbia, V7X 1T2, agent of BC Rail Ltd. (Inc. No. 84014), Box 8770, Vancouver, B.C., V6B 4X6 and BCR Properties Ltd. (Inc. No. 278246), Suite 506, 221 West Esplanade, North Vancouver, B.C., V7M 3J3, the owners of a registered charge, apply to deposit reference plan of easement over a portion of:

Lot 13, District Lot 203, Lot 14, District Lots 202 and 203, Lot 15, District Lot 202; and Lot 16, District Lot 202, all of Lillooet District, Plan KAP 63162

ABSTRACT REGISTRY SERVICES LTD. 372-0748

I enclose:

- 1. The reference plan.
2. The reproductions of the plan required by section 67(u) (see below).
3. Fees of \$ 50.00

ASSIGNED PLAN NO.

KAP 63163

01 98/11/09 10:58:43 01 KL 228727 \$50.00 S/S/OT PLANS

DATED the 6th day of November, 1998.

Signature - John L. Sampson

Client No. 10439(File No. 33456/00500)

- NOTE: (i) Under section 67(u), the following reproductions of the plan must accompany this application: (a) one blue linen original (alternatively, white linen or original transparency). (b) one duplicate transparency. (c) one whiteprint is required as a worksheet for the land title office. (ii) The following further requirements may be necessary: (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2 acres (app. 0.8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulation (B.C. Reg. 7/81) under the Agricultural Land Commission Act. (b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra whiteprint must accompany the application, unless the Ministry of Environment, Lands and Parks agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the Home Purchase Assistance Act is located on Lot _____ created by this plan.

B.C.L.S. or solicitor for the owner".

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway. (d) Where the plan refers to a restrictive covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.