

EXPLANATORY PLAN OF EASEMENT
 THROUGH LOT 5, BLOCK 135, PLAN 1268,
 DISTRICT LOT 343
 CARIBOO DISTRICT

PLAN No. BCP 01759

DEPOSITED IN THE LAND TITLE OFFICE
 AT NEW WESTMINSTER, B.C., THIS 26
 DAY OF OCT, 2002

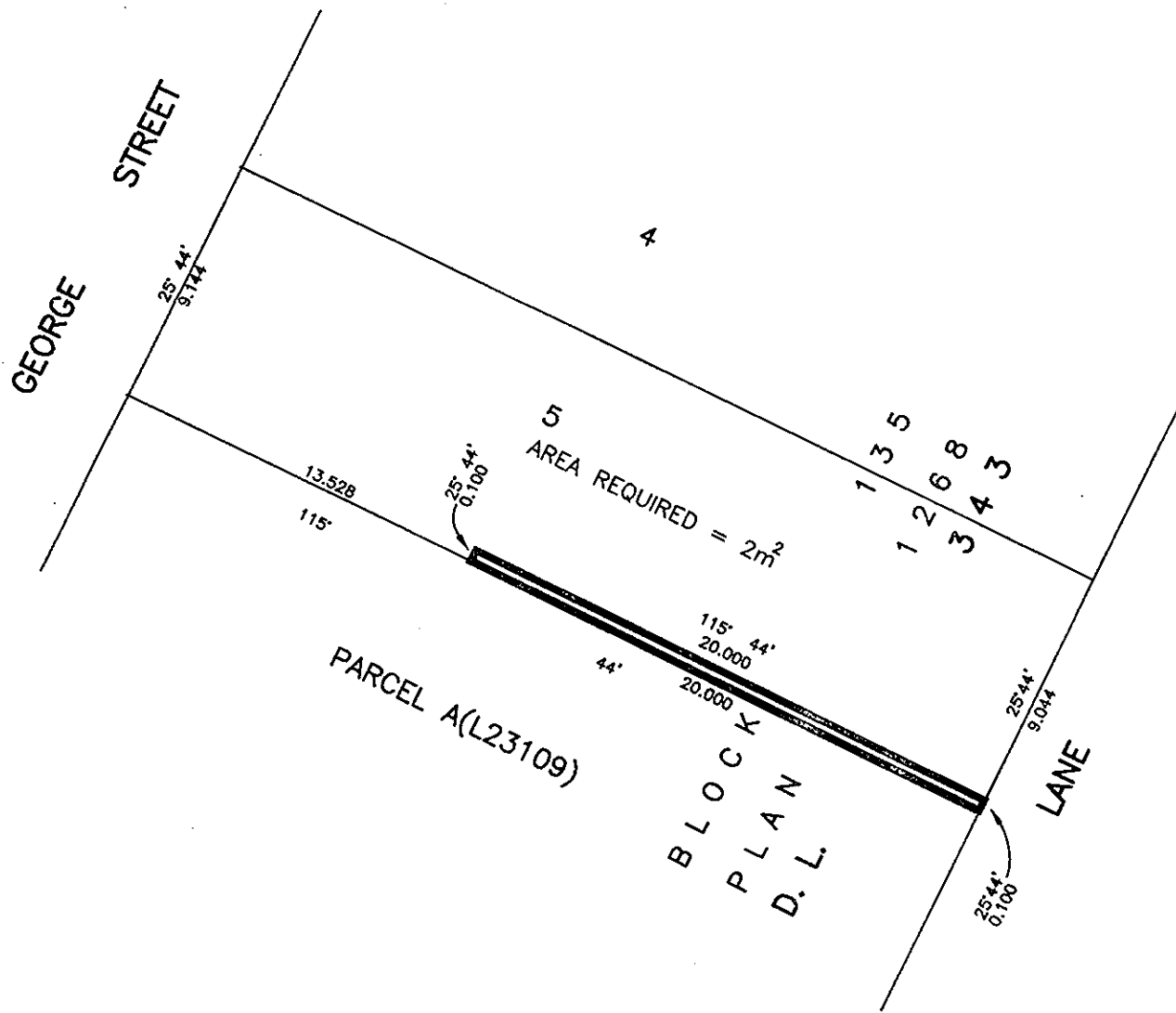
BT385250B

B.C.G.S. 93G.097
 PURSUANT TO SECTION 99 OF LAND TITLE ACT.



SCALE = 1 : 250
 ALL DISTANCES SHOWN ARE IN METRES.

BEARINGS ARE ASTRONOMIC AND ARE
 DERIVED FROM PLAN 1268.



CERTIFIED CORRECT
 ACCORDING TO LAND TITLE OFFICE RECORDS
 THIS 10TH DAY OF OCTOBER, 2002.

R. L. JOHNS, B.C.L.S., C.L.S.

R. L. JOHNS LAND SURVEYING LTD.
 LEGAL AND ENGINEERING SURVEYS
 240 VICTORIA STREET
 PRINCE GEORGE, B. C. V2L 2J4
 PHONE: (250)562-5759
 FAX: (250)562-5703

2002093E

LAND TITLE ACT
FORM C

(Section 219.81)
Province of British Columbia
GENERAL INSTRUMENT - PART 1

22 OCT 2002 13 47

BT385251

I. APPLICATION:

R. GLEN NICHOLSON, RAMSAY NOSE TRAXLER HAINES
614 - 1488 Fourth Avenue, Prince George, BC V2L 4Y2 - 563-7741

CLIENT NUMBER 010880
Agents CI #10926

Tri Lin Registry Services
Agent Client # 10926

2.(a) Parcel Identifier and Legal Description of Land:

(PID) (LEGAL DESCRIPTION)
008-355-100 Lot 5 Block 135 DL 343 Cariboo District Plan 1268

3. NATURE OF INTEREST:
DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

EASEMENT PART ON
PLAN BCP 01759

Entire Document

PID 004-355-563 - Parcel A (L23109) of
Block 135 DL 343 Cariboo District Plan 1268

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

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this Instrument

14 02/10/22 13:47:16 02 LM 409672
RELEASE \$20.00

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):

BERTHOLD FICHTNER, Businessman, Site 8 Comp 30, Westbank, BC V0H 2A0

6. TRANSFERREES: (including occupations, postal address and postal codes)

KHH ENTERPRISES LTD., Inc. #308771, 380 George Street, Prince George, BC V2L 1R3

7. ADDITIONAL OR MODIFIED TERMS * N/A

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 terms, if any.

OFFICER SIGNATURE(S)

EXECUTION DATE

PARTY(IES) SIGNATURE(S)

Y M D
2002 10 18

BERTHOLD FICHTNER

R. GLEN NICHOLSON
BARRISTER AND SOLICITOR
614, 1488-4th AVENUE
PRINCE GEORGE, B.C.
V2L 4Y2

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.

SURVEY DEPT. REVENUES

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

OFFICER SIGNATURE(S)	EXECUTION DATE	BORROWERS SIGNATURES
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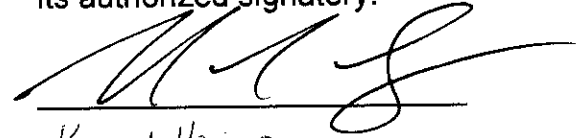


R. GLEN NICHOLSON
 BARRISTER AND SOLICITOR
 614, 1488-4th AVENUE
 PRINCE GEORGE, B.C.
 V2L 4Y2

Y	M	D
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2002	10	21
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KHH ENTERPRISES LTD. by
 its authorized signatory:



Karl Heinz
 Haus

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 that 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

WHEREAS:

A. The Transferor, BERTHOLD FICHTNER, Businessman, of Site 8 Comp. 30, Westbank, British Columbia V0H 2A0 (hereinafter called the "Grantor") is the registered owner of an Estate in Fee Simple of the lands situate in the City of Prince George, in the Province of British Columbia, legally described as:

PID 008-355-100
Lot 5 Block 135 DL 343 Cariboo District Plan 1268

(hereinafter called the "Grantor's Lands" or the "Servient Lands").

B. The Transferee, KHH ENTERPRISES LTD., Inc. #308771, 380 George Street, Prince George, BC V2L 1R3 (hereinafter called the "Grantee") is the registered owner of an Estate in Fee Simple of the lands situate in the City of Prince George, in the Province of British Columbia, legally described as:

PID 004-355-563
Parcel A (L23109) of Block 135 DL 343 Cariboo District Plan 1268

(hereinafter called the "Grantee's Lands" or the "Dominant Lands").

C. The Grantor has agreed to grant to the Grantee such rights in respect of the Servient Lands as are hereinafter expressed for the consideration hereinafter appearing.

1. NOW THEREFORE in consideration of the premises and of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by the Grantee to the Grantor (receipt whereof is hereby acknowledged by the Grantor) and the covenants and agreements herein contained, the Grantor does hereby grant and convey and confirm unto the Grantee, its successors and assigns, the owners for the time being of the Dominant Lands or all persons from time to time having any interest in the Grantee's Lands or any part thereof, or his or their respective servants, agents, invitees, licensees or permittees, the full free and uninterrupted right, license, liberty, easement, privilege, and permission over, on, under through and across that certain portion of the Grantor's Lands outlined in heavy black ink on the Explanatory Plan of Easement over part of the said Lot 5 Block 135 DL 343 Cariboo District Plan 1268 prepared by R.L. Johns Land Surveying Ltd., R.L. Johns, B.C.L.S., and dated the 10th day of October, 2002, and filed in the Prince George / New Westminster Land Title Office under Number BCP 1759 (hereinafter called the "Easement Area") for the Grantee, its employees, contractors, agents, permittees, and licensees, to use, enter, pass and repass upon the Easement area to:-

- (a) keep, maintain and repair the existing building on Parcel A (L23109) of Block 135 DL 343 Cariboo District Plan 1268 which encroaches onto the said Servient Lands;
- (b) to do all acts necessary, incidental or convenient (including the use of machinery and equipment) in connection with the foregoing.

2. The Grantor hereby covenants with the Grantee that it will not make, place, erect or maintain on the Easement Area any building, structure, foundation or obstruction which will interfere with the said use or prevent reasonable access in favour of the Dominant Lands over the Easement Area.

3. Save as aforesaid, nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Easement Area in any manner which does not interfere with the use or access to the Easement Area by the Grantee.

4. The Grantee hereby covenants and agrees with the Grantor that the Grantee will fill in all excavations and as far as practicable will restore the surface of the Easement Area to the same condition as prior to the commencement of the maintenance or repair or of any subsequent work done on the building.

5. The Grantee agrees that he shall save harmless and keep indemnified the Grantor from all claims, loss, damages and expenses, including all real property and proven taxes, rates, assessment and levies, municipal, parliamentary or otherwise, arising from the use, maintenance, repair or existence of the said building encroachment, and hereby charges his interest in the Easement Area in favour of the Grantor for payment of all sums which may at any time hereafter be payable by the Grantor in respect of any claim, loss, damage or expense, including all taxes, rates, levies and assessments aforesaid, arising from the use, maintenance, repair or existence of the said building encroachment, and to honour any claim for indemnity or payment under the terms of this Agreement.
6. The parties agree that the encroachment herein created shall become absolutely null and void if, for any reason, the said building is destroyed, dismantled or removed from the Easement Area.
7. The Grantee covenants and agrees with the Grantor that it will at all times indemnify and save harmless the Grantor from all claims, demands, actions and causes of action and liability of every nature, kind and description whether arising directly or indirectly or consequently by reason of the right, licence, liberty, right of way, easement, privilege and permission hereby granted and any exercise thereof by all persons to whom the same is hereby permitted or extended.
8. The covenants contained herein are personal only during the seisin or ownership of a dominant or servient tenement.
9. Subject to Paragraph 6 above, the covenants herein contained shall be covenants running with the lands and shall be perpetual and the Easement hereby granted shall be perpetual.
10. The Grantor will, at the expense of the Grantee, execute and do all such further deeds, acts, things and assurances that may be required to carry out the intent of this Agreement.
11. This Easement Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
12. Wherever the singular or masculine are used in this indenture, the same shall be deemed to include the plural or feminine, or the body politic or corporate; also the heirs, executors, administrators, successors, and assigns of the respective parties hereto and each of them (where the context or the parties so require).

END OF DOCUMENT