

EXPLANATORY PLAN OF  
EASEMENT OVER  
LOTS A AND B,  
PLAN BGP 3507,  
DISTRICT LOT 8182,  
CARIBOO DISTRICT.

Pursuant to Section 99  
of the Land Title Act.

B.C.G.S. 93G.087

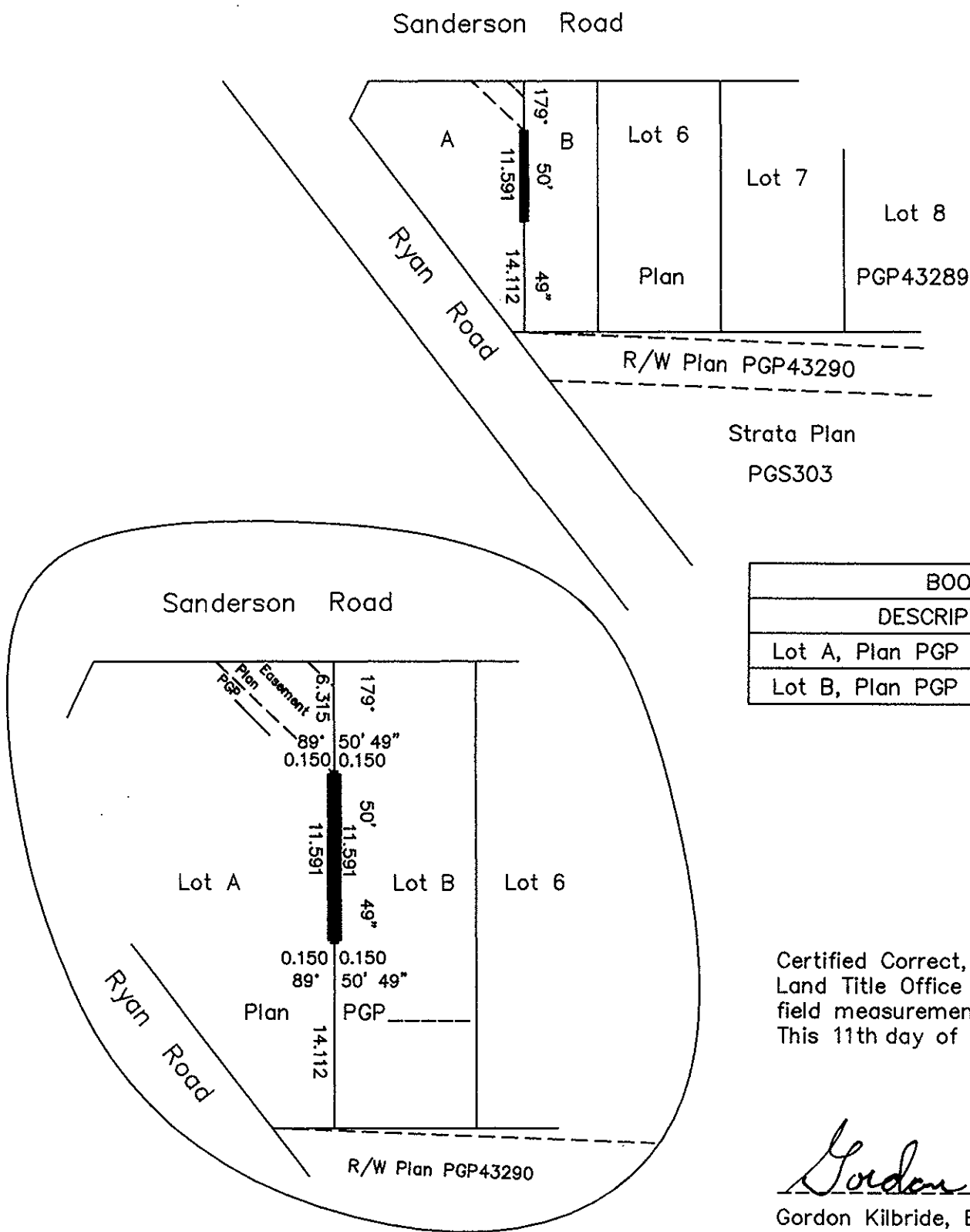
Scale: 1 : 750 (Distances are in metres)



PLAN NO. BGP 03508

Ref. No. BV32199  
Deposited in the Land Title Office at Prince  
George this 29 day of Jan, 2003

REGISTRAR



BOOK OF REFERENCE	
DESCRIPTION	AREA
Lot A, Plan PGP	1.74 m <sup>2</sup>
Lot B, Plan PGP	1.74 m <sup>2</sup>

Certified Correct, according to  
Land Title Office Records and  
field measurements.  
This 11th day of April, 2002.

*Gordon Kilbride*  
Gordon Kilbride, B.C.L.S.

<b>KILBRIDE LAND SURVEYING LTD.</b> British Columbia Land Surveyors Prince George, B.C. Ph: (250) 562-1196 Fax: 562-3656		
F.B. WL52	D.L. 8182	File No. 020002PW

11 55  
Lid 55 Act (Section 2198)  
(REV. 05/92)

BV032200

29 JAN 2003 11 56

BV032203 Page 1 of 7

Province of British Columbia  
FORM C GENERAL DOCUMENT/PART ONE

1. APPLICATION: (Name, address, phone number, & signature of applicant, applicant's solicitor or agent)  
BEV WETTON - JAMES A. MOONEY, Barrister & Solicitor FILE NO. 25461  
1033 - 3rd Avenue, CLIENT NO. 010887  
Prince George, B.C., V2L 3E3  
Phone NO. 250-562-3324

Tri Lin Registry Services  
Agent Client # 10926

Party Wall Agreement

*[Handwritten signature]*

2. (a) PARCEL IDENTIFICATION AND LEGAL DESCRIPTION OF LAND:\*

(PID)

(LEGAL DESCRIPTION)

Lot A, District Lot 8182, Cariboo District, Plan BCP 3507  
Lot B, District Lot 8182, Cariboo District, Plan BCP 3507

3. NATURE OF INTEREST:\*

Description	Document Reference (page & paragraph)	Person Entitled to Interest
Easement Part on Plan BCP <u>3508</u> Priority Agreement Granting Easements BV <u>32200</u> & BV <u>32201</u> Priority over Mortgage BT252026 & Assignment of Rents BT252027	Entire Document Page 6	Lot B D.L. 8182 Cariboo District Plan BCP <u>3507</u> and Lot A D.L. 8182 Cariboo Dist. Plan BCP <u>3507</u> Transferee

88 03/01/29 11:57:20 01 LM 432963  
CHARGE \$220.00

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

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):\*

HAYER HOMES LTD. (Inc. No. 281313), 6700 Westmount Drive, Prince George, B.C., V2N 6R3

ROYAL BANK OF CANADA, A Chartered Bank having its head office at the City of Montreal, in the Province of Quebec, and having a branch office at 550 Victoria Street, Prince George, B.C., V2L 2K1 (as to the Priority Agreement)

SURVEY DEPT.

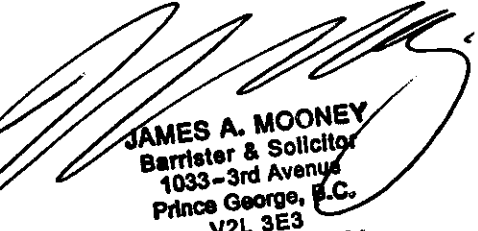
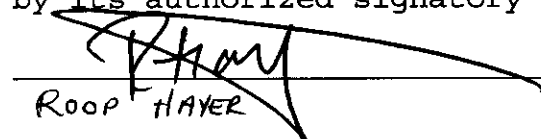
*3/5*

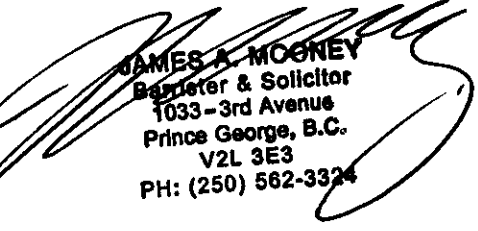
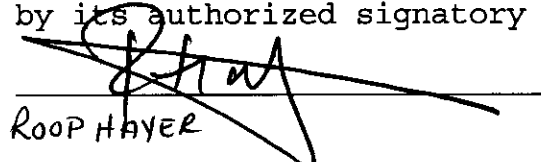
6. TRANSFEREE(S) : (including occupation(s), postal address(es) & Postal code(s))\*

HAYER HOMES LTD. (Inc. No. 281313), 6700 Westmount Drive, Prince George, B.C., V2N 6R3

7. ADDITIONAL OR MODIFIED TERMS  
See Part 2 of Instrument

8. EXECUTION(S)\*\* By signing this document you are affecting the land in the manner described in item 3.

	Execution Date							
Officer(s) Signature(s)		Party(ies) Signature(s)						
 <b>JAMES A. MOONEY</b> Barrister & Solicitor 1033-3rd Avenue Prince George, B.C. V2L 3E3 PH: (250) 562-3324	<table border="1"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">02</td> <td style="text-align: center;">12</td> <td style="text-align: center;">03</td> </tr> </table>	Y	M	D	02	12	03	Hayer Homes Ltd. by its authorized signatory  ROOP HAYER
Y	M	D						
02	12	03						

	Execution Date							
Officer(s) Signature(s)		Party(ies) Signature(s)						
 <b>JAMES A. MOONEY</b> Barrister & Solicitor 1033-3rd Avenue Prince George, B.C. V2L 3E3 PH: (250) 562-3324	<table border="1"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">02</td> <td style="text-align: center;">12</td> <td style="text-align: center;">03</td> </tr> </table>	Y	M	D	02	12	03	Hayer Homes Ltd. by its authorized signatory  ROOP HAYER
Y	M	D						
02	12	03						

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 Titles 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

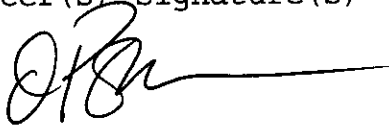
FORM D

Page 3

EXECUTIONS CONTINUED

EXECUTION CONTINUED

Officer(s) Signature(s)




**Dwayne M. Pommer**  
Barrister & Solicitor  
700 - 550 Victoria Street  
Prince George, B.C. V2L 2K1

Y	M	D
03	01	08

Party(ies) Signature(s)

Royal Bank of Canada  
by its authorized signatory

  
**MARION J. BARTLETT**  
~~SENIOR ACCOUNT MANAGER~~  
**BRENDA J. PEACOCK**  
SENIOR ACCOUNT MANAGER

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-4-

TERMS OF INSTRUMENT PART 2  
PARTY WALL AGREEMENT

## BETWEEN:

HAYER HOMES LTD. (Inc. 281313) 6700 Westmount Drive, Prince  
George, B.C., V2N 6R3

(hereinafter called the "Party of the First Part")

## AND:

HAYER HOMES LTD. (Inc. 281313) 6700 Westmount Drive, Prince  
George, B.C., V2N 6R3

(hereinafter called the "Party of the Second Part")

**WHEREAS:** The Party of the First Part is the owner of:

Lot A, District Lot 8182, Cariboo District, Plan BCP 3507

(hereinafter called "Lot A")

**WHEREAS:** The Party of the Second Part is the owner of:

Lot B, District Lot 8182, Cariboo District, Plan BCP 3507

(hereinafter called "Lot B")

which lot lies on the side of and adjoins the lot owned by the Party of the First Part.

**AND WHEREAS** there have been erected dwelling houses on Lot A and Lot B, the said dwelling houses have a common foundation, roof and walls (all hereinafter referred to as "the party wall"). A sketch plan of the party wall encroachment over Lot A and Lot B is attached hereto and marked Schedule "A".

**AND WHEREAS** each of the Parties hereto desire to make provisions for the joint use, maintenance and repair of the party wall.

-5-

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

1. In consideration of the sum of ONE (\$1.00) DOLLAR, paid by each of the parties hereto to the other (the receipt whereof is hereby acknowledged) each of the Parties hereto doth grant, convey and confirm to the other the full, free and uninterrupted right, liberty, authority and easement at all reasonable times hereafter to make use of the said party wall as a party wall and to enter upon the Lot of the other for the purpose of maintaining and repairing the party wall, and for every such purpose each of the Parties hereto shall have access to the Lot of the other at all reasonable times by its servants, employees, workmen and contractors.
2. The Parties hereto covenant and agree each with the other that the expense of the maintenance and repair of the party wall shall be borne equally by them including the expenses of repair or replacement in the event of partial or total destruction of the party wall by fire; provided that if the party wall or any part of it shall be damaged, removed or destroyed by the negligence or willfull act of either of the Parties hereto, such Party shall bear the total cost of the repair, restoration or replacement of the said party wall.
3. The party wall shall be and remain a party wall.
4. The covenants herein contained shall run with the land with respect to the land owned by the Party of the First Part and with respect to the land owned by the Party of the Second Part, but no covenants shall be personally binding on either Party except in respect of breaches during his seisin of or title to the said lands.
5. Provided that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this agreement shall be read and held as made by and with, and granted and imposed upon the respective Parties hereto, and their respective heirs, executors, administrators, successors and assigns, as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places. Wherever the singular or masculine is used throughout this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties hereto so require.
6. In the event there is a dispute between the Parties hereto with respect to the maintenance and repair of the party wall, such dispute shall be submitted to arbitration pursuant to the provisions of the Arbitrations Act of the Province of British Columbia.
7. The preamble of this agreement, consisting of the recitals therein set forth, shall be deemed to be a part of the agreement herein.

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

CHARGES IN FAVOUR OF ROYAL BANK OF CANADA REGISTERED UNDER BT252026 AND BT252027 ON THE TITLE TO THE LOT A and LOT B PROPERTY

CONSENT

The undersigned, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration (the receipt of which hereby acknowledged), hereby approves of, joins in and grants to the registration of the within Agreement priority over our interest in the said lands and covenants and agrees that the same shall be binding upon its interest in or charges upon the said Lands and shall be an encumbrance upon the said Lands prior to the above noted charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

Officer Signature

Execution Date  
Y M D

Transferor/Borrower/  
Party Signature(s)

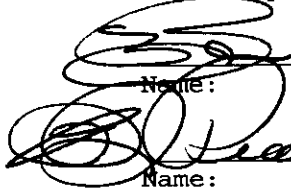


03 01 08

**Dwayne M. Pommer**  
Barrister & Solicitor  
700 - 550 Victoria Street  
Prince George, B.C. V2L 2K1

(as to all signatures)

Royal Bank of Canada  
by its authorized  
signatory(s):



**MARION J. BARTLETT**  
SENIOR ACCOUNT MANAGER

**BRENDA J. PEACOCK**  
SENIOR ACCOUNT MANAGER

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Pursuant to Section 99  
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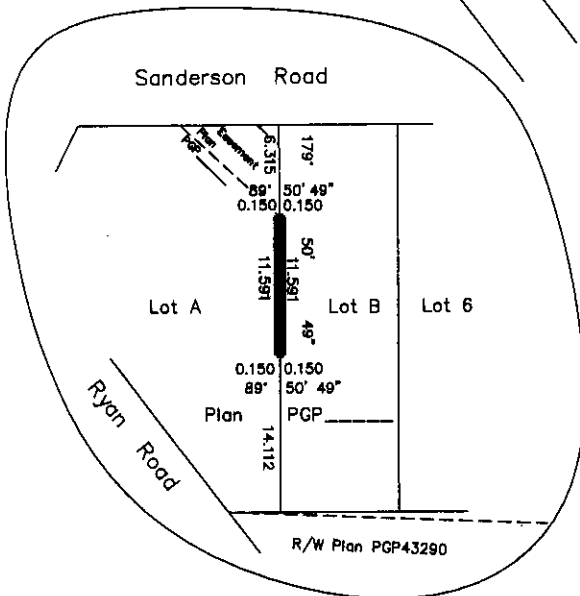
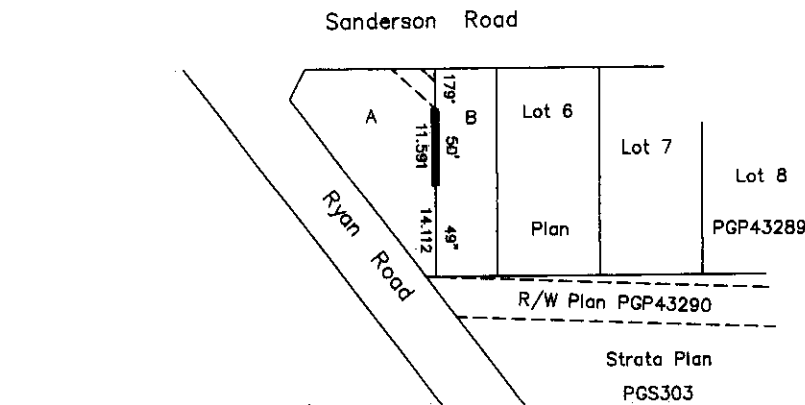
PLAN NO. PGP \_\_\_\_\_

Deposited in the Land Title Office at Prince  
George this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

SCHEDULE "A"

REGISTRAR

Scale: 1 : 750 (Distances are in metres)



BOOK OF REFERENCE	
DESCRIPTION	AREA
Lot A, Plan PGP _____	1.74 m <sup>2</sup>
Lot B, Plan PGP _____	1.74 m <sup>2</sup>

Certified Correct, according to  
Land Title Office Records and  
field measurements.  
This 11th day of April, 2002.

*Gordon Kilbride*  
Gordon Kilbride, B.C.L.S.

<b>KILBRIDE LAND SURVEYING LTD.</b> British Columbia Land Surveyors Prince George, B.C. Ph: (250) 562-1196 Fax: 562-3656		
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