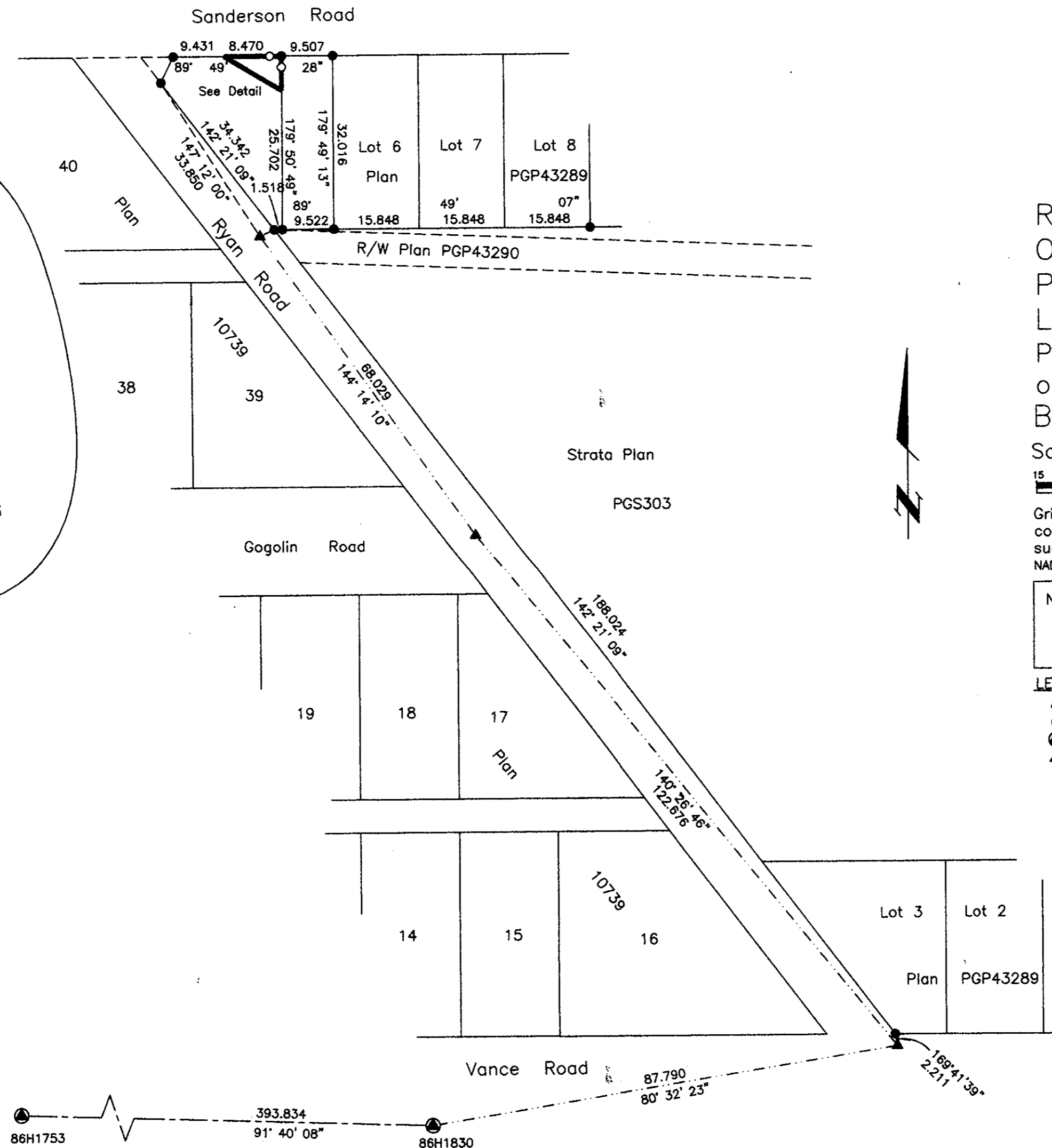
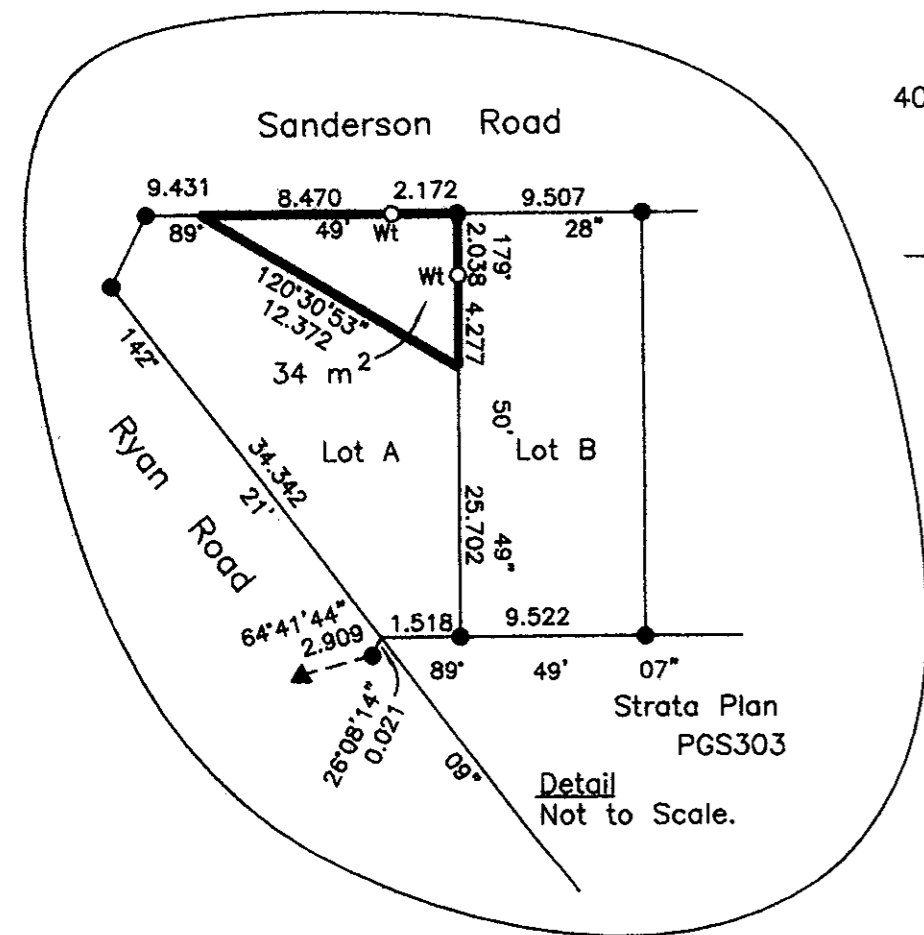


REGISTRAR



REFERNECE PLAN OF EASEMENT
 OVER PART OF LOT A,
 PLAN BCP 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)



Grid bearings are derived from observations between control monuments 86H1830 and 86H1753, integrated survey area number 39, City of Prince George, B.C. NAD83(CSRS)

Note: This plan shows ground level measured distances. Prior to computation of U.T.M. co-ordinates multiply by the combined factor 0.99951028

LEGEND

- Standard Iron Post Found
- Standard Iron Post Placed
- ⊙ Control Monument
- ▲ Traverse Hub Found

I, Gordon Kilbride, a British Columbia Land Surveyor, of Prince George, 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 11th day of April, 2002.

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

This plan lies within the Fraser-Fort George Regional District.

| | | |
|--|-----------|-------------------|
| KILBRIDE LAND SURVEYING LTD. British Columbia Land Surveyors Prince George, B.C. Ph: (250) 562-1196 Fax: 562-3656 | | |
| F.B. WL52 | D.L. 8182 | File No. 020002E1 |

Land Title Act (Section 219-81)

BEV 57/92

BV032205

29 JAN 2003 11 57

BV032206

Page 1 of 6

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 Easement-City Utilities

Tri Lin Registry Services
Agent Client # 10926

ARR 2#

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

(PID) (LEGAL DESCRIPTION)
 Lot A, District Lot 8182, Cariboo District, Plan BCP 3507

3. NATURE OF INTEREST:*

| Description | Document Reference (page & paragraph) | Person Entitled To Interest PID No. |
|---|--|--|
| Easement Part on Plan BCP <u>3509</u> | | Lot B, DL 8182, Cariboo District, Plan <u>BCP3507</u> |
| Priority Agreement Granting Easement BV <u>32205</u> Priority over Mortgage BT252026 and Assignment of Rents BT252027 | Pages 4 - 5 Page 6 | 88 03/01/29 11:58:08 01 LM 432963 CHARGE \$110.00 |

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)

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

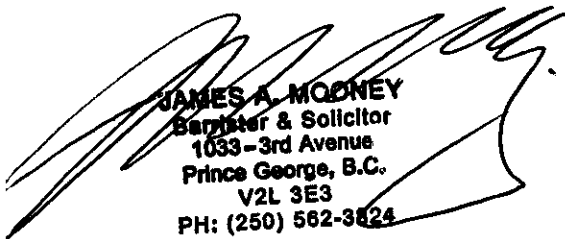
7. ADDITIONAL OR MODIFIED TERMS

N/A

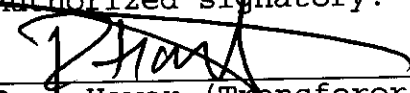
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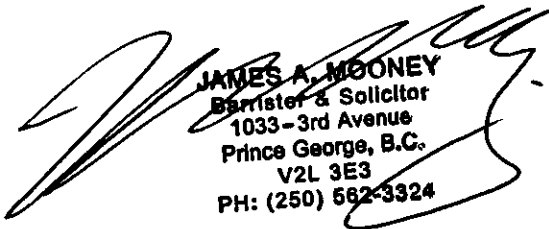
8. EXECUTION(S):** By signing this document you are affecting the land in the manner described in item 3.

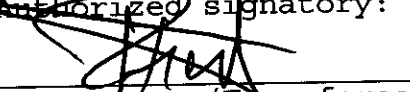
Officer(s) Signature(s) Execution Date Party(ies) Signature(s)


JAMES A. MOONEY
Barrister & Solicitor
1033-3rd Avenue
Prince George, B.C.
V2L 3E3
PH: (250) 562-3824

| Y | M | D |
|----|----|----|
| 02 | 12 | 03 |
| 02 | 12 | 03 |

Hayer Homes Ltd. by its
Authorized signatory:

Roop Hayer (Transferor)


JAMES A. MOONEY
Barrister & Solicitor
1033-3rd Avenue
Prince George, B.C.
V2L 3E3
PH: (250) 562-3324

Hayer Homes Ltd. by its
Authorized signatory:

Roop Hayer (Transferee)

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.

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

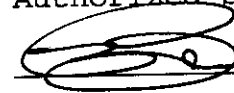
Officer(s) Signature(s) Execution Date Party(ies) Signature(s)



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

| Y | M | D |
|----|----|----|
| 03 | 01 | 08 |

Royal Bank of Canada by its Authorized signatory:



MARION J. BARTLETT
SENIOR ACCOUNT MANAGER



BRENDA J. PEACOCK
SENIOR ACCOUNT MANAGER

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.

-4-

TERMS OF INSTRUMENT PART 2

THIS AGREEMENT dated for reference the 3rd day of December, A.D. 2002.

BETWEEN:

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

(hereinafter called the "Lot A Owner")

AND:

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

(hereinafter called the "Lot B Owner")

WHEREAS the Lot B Owner is the registered owner of that certain parcel and tract of land located in the City of Prince George, more particularly known and described as Lot B, District Lot 8182, Cariboo District, Plan BCP 3507 (hereinafter called "Lot B").

WHEREAS the Lot A Owner is the registered owner of that certain parcel and tract of land located in the City of Prince George, more particularly known and described as Lot A, District Lot 8182, Cariboo District, Plan BCP 3507 (hereinafter called "Lot A").

WHEREAS the Lot B Owner relies upon passage through the Lot A property in order to gain access to certain City of Prince George utility hook-ups and the Lot A Owner has agreed to grant an Easement over Lot A in favour of the Lot B Owner as hereinafter set out.

NOW THEREFORE In consideration of the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree as follows:

1. The Lot A Owner doth grant, convey and confirm in perpetuity to the Lot B Owner, the owner for the time being of Lot B, the full free and uninterrupted right, license, privilege, and easement over, on, through, across and under that certain portion of Lot A particularly described as follows:

That part of Lot A contained and set out in heavy dark outline on that certain Reference Plan of Easement over part of Lot A, Plan BCP 3507, District Lot 8182, Cariboo District, prepared by Gordon Kilbride, B.C.L.S., dated the 11th day of April, 2002 and registered in the Land Title Office under Plan number BCP 3509

-5-

_____ (Hereinafter called the "**Lot A Easement Area**")

for the exclusive use of the **Lot B Owner**, their employees, contractors, agents, permittees, and licensees to enter on and under the **Lot A Easement Area** to pass, repass, install, construct, excavate, inspect, maintain, and repair any required pipes, connections, valves or infrastructure in order to connect to any and all municipal utility services by day or night, with or without vehicles, equipment, supplies, materials, and products of any kind and all kind and generally to do such other acts and all things as are from time to time necessary, incidental or convenient in connection therewith.

2. The **Lot A Owner** covenants with the **Lot B Owner** that they shall not make, place, erect or maintain on the **Lot A Easement Area** any building structures, foundation or obstruction which would interfere with the easement granted herein or which would prevent reasonable access thereto by the **Lot B Owner**.

3. The **Lot B Owner** hereby agrees to completely indemnify and save harmless the **Lot A Owner** from and against any liability, damage, actions, suits or proceedings which may arise from the **Lot B Owner** pursuing their use of the **Lot A Easement Area** as set out herein.

4. The **Lot B Owner** will be completely responsible for any required repairs, maintenance or replacement of the utility infrastructure on the **Lot A Easement Area** and, in the event that the **Lot B Owner** digs or otherwise disturbs the surface of the ground at any point on the **Lot A Easement Area**, the **Lot B Owner** will be responsible to repair such disturbance and to return the said surface of the ground to as close as reasonably possible to its original state.

5. All covenants, agreements and provisos herein contained shall be and are hereby deemed to be and constitute covenants running with the land and shall be perpetual and the easement hereby granted shall be perpetual.

6. Both Parties from time to time will execute, deliver, and do such further documents, plans, agreements or things whatsoever in respect of this Agreement and the Easement hereby granted which may reasonably be requisite.

7. The covenants herein contained shall run with the land with respect to the particular land owned by the **Lot A Owner** and by the **Lot B Owner** as set out herein and no covenant shall be personally binding on any of the two parties hereto except in respect of breeches during their seisin of or title to the said lands.

8. 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 to 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 or the feminine or body corporate where the context or the parties hereto so require.

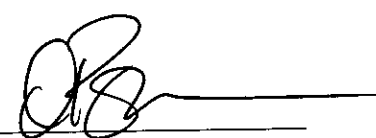
MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

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 | Transferor/Borrower/ Party Signature(s) |
| | Y M D | |

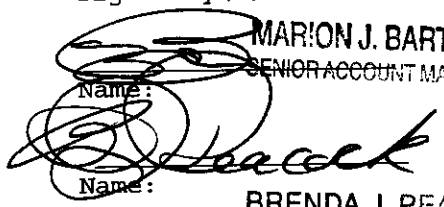


03 01 08

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

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.