

PLAN NO. PGP H7486

Deposited in the Land Title Office at Prince George this 11 day of JAN, 2002

REGISTRAR

EXPLANATORY PLAN OF EASEMENT
ON LOT 26, PLAN PGP41802,
DISTRICT LOT 2003,
CARIBOO DISTRICT.
Pursuant to Section 99 of the
Land Title Act.
B.C.G.S. 93G.087

Scale: 1 : 500 (Distances are in metres)



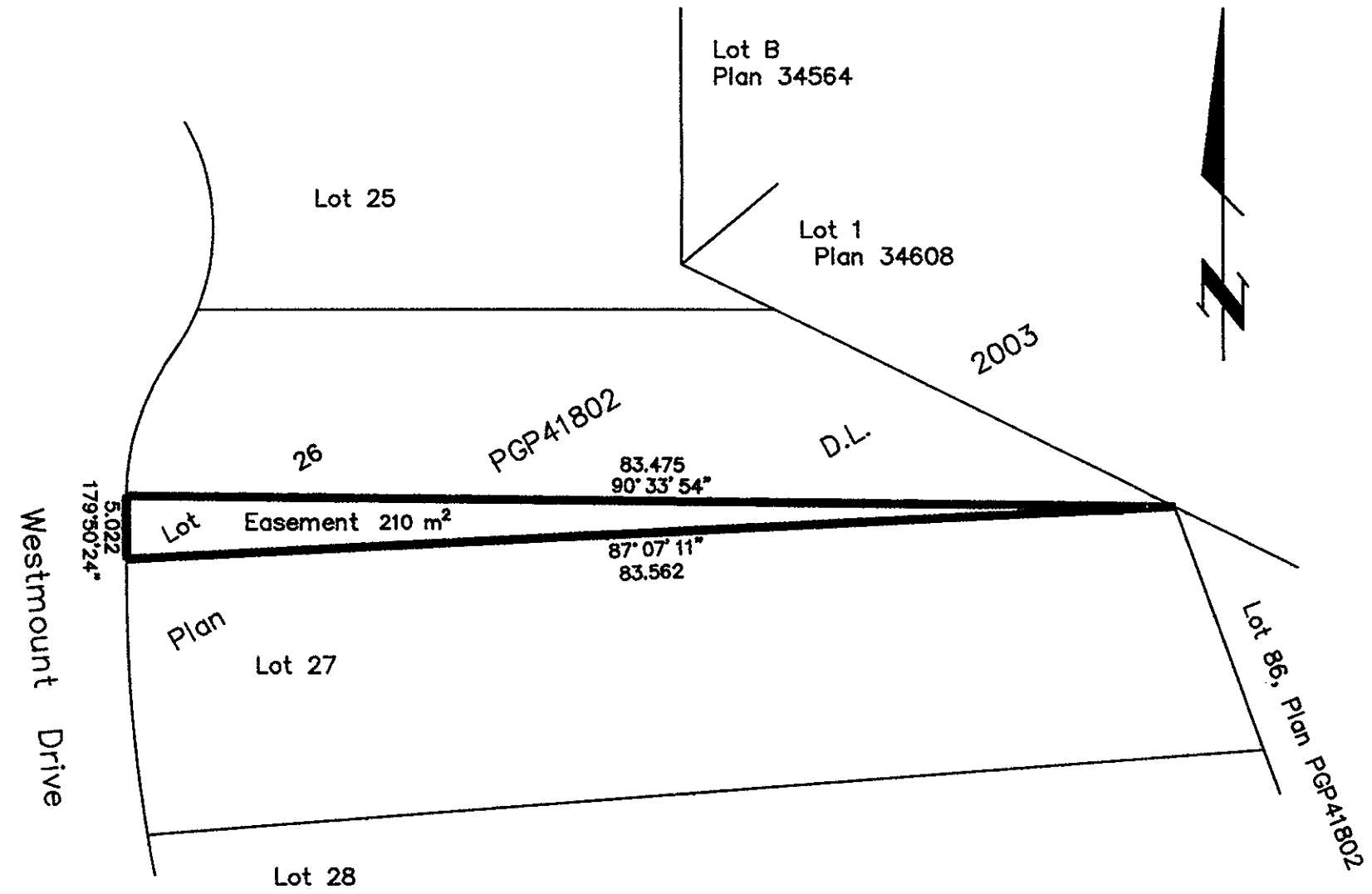
Certified Correct, according to
Land Title Office Records.
This 27 day of September, 2001.

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.	D.L. 2003	File No. 010194
------	-----------	-----------------



PT001267

2/2 CHG
550

11 JAN 2002 14 08

LAND TITLE OFFICE
PRINCE GEORGE/PRINCE RUPERT

Page 1 of 5

Land Title Act (Section 219.81)
(REV. 05/92)
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
1033 - 3rd Avenue,
Prince George, B.C., V2L 3E3
Phone NO. 250-562-3324

FILE NO. 24953
CLIENT NO. 010887

SUBMITTED BY:
TRI LIN REGISTRY SERVICES

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

(PID) (LEGAL DESCRIPTION)
023-952-814 Lot 26, District Lot 2003, Cariboo District, Plan PGP41802

3. NATURE OF INTEREST:*

Description	Document Reference (page & paragraph)	Person Entitled to Interest
Easement Part over Plan PGP 47480	Pages 3 - 4	023-952-822 Lot 27 DL 2003 Cariboo District Registered Plan PGP41802 Owner

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) 3842 Grace Crescent, Prince George, B.C., V2N 4N9

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

BALVINDER SINGH HAYER, Businessman, and ROOP SINGH HAYER, Businessman, both of 6700 Westmount Drive, Prince George, B.C. V2N 6R3

7. ADDITIONAL OR MODIFIED TERMS

N/A

01 02/01/11 14:10:24 01 PG 234029
CHARGE \$55.00

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) 562-3324	Y M D 02 01 11	Hayer Homes Ltd. by its authorized signatory ROOP SINGH HAYER

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.

X

LAND TITLE ACT

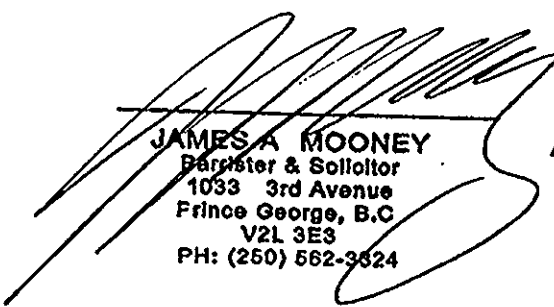
**FORM D
EXECUTIONS CONTINUED**

Officer(s) Signature(s)

Execution Date

Transferor/Borrower/Party
Signatures

Y	M	D
02	01	11



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



ROOP SINGH HAYER



BALVINDER SINGH HAYER

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.

-3-

TERMS OF INSTRUMENT PART 2

THIS AGREEMENT made the 9th day of January, A.D. 2002.

BETWEEN:

HAYER HOMES LTD. (Inc. No. 281313) 3842 Grace Crescent, Prince George, B.C., V2N 4N9

(hereinafter called the "Lot 26 Owner") ✓

AND:

✓ BALVINDER SINGH HAYER, Businessman, and ROOP SINGH HAYER, Businessman, both of 6700 Westmount Drive, Prince George, B.C. V2N 6R3

(hereinafter called the "Lot 27 Owner") ✓

WHEREAS the Lot 26 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 26, District Lot 2003, Cariboo District, Plan PGP41802 ✓ (hereinafter called "Lot 26").

WHEREAS the Lot 27 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 27, District Lot 2003, Cariboo District, Plan PGP41802 (hereinafter called "Lot 27"). ✓

WHEREAS the Lot 27 Owner relies upon road and access passage through the Lot 26 property in order to gain access to a portion of the Lot 27 property and the Lot 26 Owner has agreed to grant an Easement over Lot 26 in favour of the Lot 27 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 26 Owner doth grant, convey and confirm in perpetuity to the Lot 27 Owner, the owner for the time being of Lot 27, the full free and uninterrupted right, license, privilege, and easement over, on, through, across and under that certain portion of Lot 26 particularly described as follows:

-4-

That part of Lot 26 contained and set out in heavy dark outline on that certain Explanatory Plan of Easement on Lot 26, Plan PGP41802, District Lot 2003, Cariboo District, prepared by Gordon Kilbride, B.C.L.S., dated the 27th day of September, 2001 and registered in the Prince George Land Title Office under Plan number PL0P47486 ✓

(Hereinafter called the "Lot 26 Easement Area")

for the Lot 27 Owner, their employees, contractors, agents, permittees, and licensees to enter upon the Lot 26 Easement Area to pass, repass, construct, inspect, maintain, and repair any roads or required utility services, to place and maintain any type of permanent or temporary improvement and to fence ^{the} ~~for~~ entire Lot 26 Easement Area for the exclusive use of the Lot 27 Owner, 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.

Initial
B
R
D

2. The Lot 26 Owner covenants with the Lot 27 Owner that they shall not make, place, erect or maintain on the Lot 26 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 27 Owner.

3. The Lot 27 Owner hereby agrees to completely indemnify and save harmless the Lot 26 Owner from and against any liability, damage, actions, suits or proceedings which may arise from the Lot 27 Owner pursuing his use of the Lot 26 Easement Area as set out herein.

4. 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.

5. 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.

-5-

6. The covenants herein contained shall run with the land with respect to the particular land owned by the Lot 26 Owner and by the Lot 27 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.

7. 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.

8. The Lot 26 Owner hereby acknowledges and confirms the fact that the Lot 26 Easement Area is for the exclusive use of the Lot 27 Owner only.

END OF DOCUMENT ✓