

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Patrick Jerome
Cotter 8UJX2L

Digitally signed by Patrick Jerome
Cotter 8UJX2L
DN: c=CA, cn=Patrick Jerome Cotter
8UJX2L, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=8UJX2L
Date: 2014.01.09 14:28:38 -0800'

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

Wilson King LLP

Lawyers

1000-299 Victoria Street

Prince George

BC V2L 5B8

(250) 960-3200

Client No. 010894

File No. T4205 PJC/sc

Document Fees: \$441.00

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

DISTRICT OF MACKENZIE

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

DISTRICT OF MACKENZIE, A MUNICIPAL CORPORATION

#1 MACKENZIE BOULEVARD, PO. BAG 340

MACKENZIE

BRITISH COLUMBIA

V0J 2C0

CANADA

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 charge terms, if any.

Officer Signature(s)

KIM M. GUTHRIE

Notary Public

PO Box 260, Mackenzie, BC V0J 2C0

Phone: (250) 997-5778

Fax: (250) 997-5718

(As to all signatures)

Execution Date

Y	M	D
13	12	19

Transferor(s) Signature(s)

DISTRICT OF MACKENZIE
by its authorized signatories:

Name: MARK FERCHO
Corporate Officer

Name: PATRICK CROOK
Acting Mayor

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

KIM M. GUTHRIE

Notary Public

PO Box 260, Mackenzie, BC V0J 2C0

Phone: (250) 997-5778

Fax: (250) 997-5718

(As to all signatures)

Y M D

13 12 19

DISTRICT OF MACKENZIE
by its authorized signatories:

Name: MARK FERCHO
Corporate Officer

Name: PATRICK CROOK
Acting Mayor

KIM M. GUTHRIE

Notary Public

PO Box 260, Mackenzie, BC V0J 2C0

Phone: (250) 997-5778

Fax: (250) 997-5718

(As to all signatures)

13 12 19

DISTRICT OF MACKENZIE
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Name: MARK FERCHO
Corporate Officer

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FORM_E_V19

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 13 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP35189**

STC for each PID listed below? YES

- [PID] [LEGAL DESCRIPTION – must fit in a single text line]
- NO PID NMBR LOT 1 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**
 - NO PID NMBR LOT 2 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**
 - NO PID NMBR LOT 3 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**
 - NO PID NMBR LOT 4 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**
 - NO PID NMBR LOT 5 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**
 - NO PID NMBR LOT 6 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**
 - NO PID NMBR LOT 7 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**
 - NO PID NMBR LOT 8 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**
 - NO PID NMBR LOT 9 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**
 - NO PID NMBR LOT 10 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**
 - NO PID NMBR LOT 11 DISTRICT LOT 12479 CARIBOO DISTRICT PLAN EPP35189**

FORM_E_V19

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 4 OF 13 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Over that part of Lot 1 within the bold outline on Plan EPP35190 Dominant Lands: No PIDS Lots 2,3,4,5,6,7,8,9,10 and 11 District Lot 12479 Cariboo District Plan EPP35189
Easement		Over that part of Lot 2 within the bold outline on Plan EPP35190 Dominant Lands: No PIDS Lots 1,3,4,5,6,7,8,9,10 and 11 District Lot 12479 Cariboo District Plan EPP35189
Easement		Over that part of Lot 3 within the bold outline on Plan EPP35190 Dominant Lands: No PIDS Lots 1,2,4,5,6,7,8,9,10 and 11 District Lot 12479 Cariboo District Plan EPP35189
Easement		Over that part of Lot 5 within the bold outline on Plan EPP35190 Dominant Lands: No PIDS Lots 1,2,3,4,6,7,8,9,10 and 11 District Lot 12479 Cariboo District Plan EPP35189
Easement		Over that part of Lot 6 within the bold outline on Plan EPP35190 Dominant Lands: No PIDS Lots 1,2,3,4,5,7,8,9,10 and 11, District Lot 12479 Cariboo District Plan EPP35189
Covenant		Over Lots 1,2,3,4,5,6,7,8,9,10 and 11, District Lot 12479 Cariboo District Plan EPP35189 in favour of the District of Mackenzie

LAND TITLE ACT
EXPRESS CHARGE TERMS – PART 2

DRAINAGE EASEMENT AGREEMENT AND SECTION 219 COVENANT

THIS AGREEMENT dated for reference the 16th day of December, 2013.

BETWEEN:

DISTRICT OF MACKENZIE, a municipal corporation,
#1 Mackenzie Boulevard, P.O. Bag 340, Mackenzie, B.C. V0J 2C0

(the “Grantor”)

OF THE FIRST PART

AND:

DISTRICT OF MACKENZIE, a municipal corporation,
#1 Mackenzie Boulevard, P.O. Bag 340, Mackenzie, B.C. V0J 2C0

(the “Grantee”)

OF THE SECOND PART

AND:

DISTRICT OF MACKENZIE, a municipal corporation,
#1 Mackenzie Boulevard, P.O. Bag 340, Mackenzie, B.C. V0J 2C0

(the “Municipality”)

OF THE THIRD PART

WHEREAS:

- A. As of the date of this Agreement, the Grantor and the Grantee are the same corporate entity and the Grantor/Grantee is the registered owner of those lands and premises in the District of Mackenzie, British Columbia, legally described as:

NO PID NUMBER

Lots 1 to 11, inclusive, all of District Lot 12479 Cariboo District Plan EPP35189

(collectively called the “Lots” and individually referred to herein by legal description or by Lot number).

- B. The Grantor/Grantee is developing a light industrial subdivision project on certain lands that include the Lots, and in order to address the Municipality's concerns regarding water drainage in the subdivision project, a surface water detention ditch (the "Detention Ditch") and a dry well (the "Dry Well") have been or will be constructed and installed on portions of the Servient Tenement Lots (as hereinafter defined) and for the purpose of such installation and construction and for the further purpose of maintaining and inspecting the Detention Ditch and the Dry Well, the Grantor and the Grantee have agreed to the easement as defined in this Agreement.
- C. It is the intention of the parties that the Grantor will construct the Detention Ditch upon or through those portions of the Servient Tenement Lots having a combined area of 1.248 hectares as shown outlined in heavy dark line on Reference Plan to Accompany Easement completed by Tyler Mikkeslson, B.C.L.S. on the 9th day of October, 2013, and registered at the applicable Land Title Office under No. EPP35190 (the "Easement Area"), a reduced copy of which Reference Plan is attached hereto as Schedule "A" (the "Easement Plan"), and will construct and install the Dry Well within the Easement Area, and that storm water runoff from the Lots will enter and flow through and into the Detention Ditch and the Dry Well where the water will be detained until it percolates into the ground.
- D. It is the intention of the parties that upon completion of construction of the Detention Ditch and the Dry Well, the Grantor and the Grantee and their respective successors in title will maintain the Detention Ditch and the Dry Well as provided in this Agreement.
- E. Section 219 of the *Land Title Act* provides, *inter alia*, that a covenant, whether of a negative or positive nature, in respect of the use of land in favour of the Municipality, may be registered as a charge against the title to that land.

NOW THEREFORE in consideration of \$1.00 now paid by each party to each of the other parties, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), and of the mutual covenants and agreements set out below, the parties covenant and agree with each other as follows:

1. The Grantor covenants and agrees with the Grantee and the Municipality that it will construct or cause to be constructed the Detention Ditch and the Dry Well in accordance with plans and specifications accepted by the Municipality and upon, through or under the Easement Area.
2. The Grantor as the registered owner of the respective Servient Tenement Lots hereby grants in favour of the Grantee and the future registered owners from time to time of the respective Dominant Tenement Lots (as hereinafter defined) and their respective employees, contractors, agents, tenants, invitees, permittees and licensees, and for the benefit of the Dominant Tenement Lots, the full, free, uninterrupted and non-exclusive right, licence, liberty, privilege, permission and easement to:
 - (a) enter upon those portions of the Servient Tenement Lots contained within the Easement Area from time to time, with or without workmen, vehicles, equipment and materials for the purposes of constructing, maintaining, repairing, replacing, renewing, cleaning or otherwise servicing of the Detention Ditch and/or the Dry Well in, over, upon and under those portions of the Servient Tenement Lots contained within the Easement Area,

including without limitation for the purposes of grading or re-grading the surface of the Easement Area to cause, permit or restore the proper flow and drainage of surface water into and through the Detention Ditch and/or the Dry Well, as the case may be;

- (b) allow surface water to be discharged and flow into and through and be detained within the Detention Ditch and the Dry Well situated on, over or under the Easement Area; and
- (c) generally to do such other acts and all things as are from time to time necessary, incidental or convenient in connection with the foregoing;

(collectively, the “Easement”).

3. The Grantor hereby grants in favour of the Grantee, and the future registered owners from time to time of the respective Dominant Tenement Lots and their respective employees, contractors, agents, tenants, invitees, permittees and licensees, and for the benefit of the Dominant Tenement Lots, as ancillary rights to and for the duration of the Easement, which ancillary rights are herein agreed by the Grantor and the Grantee to be reasonably necessary for the exercise or enjoyment of the easement rights granted in section 2 hereof, the right to enter upon and cross over the Servient Tenement Lots with or without vehicles, equipment, machinery and materials for reasonable access to the Easement Area and make reasonably ancillary use of the Servient Tenement Lots adjacent to the Easement Area for carrying out the work described in subsection 2(a) hereof.
4. In this Agreement “Dominant Tenement” or “Dominant Tenement Lots” will mean those Lots as real property set out below for which the benefit of the aforesaid rights is hereby granted. “Servient Tenement” or “Servient Tenement Lots” will mean those Lots as real property set out below over and upon which the aforesaid rights is hereby granted. Specifically, the within grant of Easement and ancillary rights is from the respective Servient Tenement Lots in favour of one or more of the Dominant Tenement Lots as real property for which the benefit of the Easement and ancillary rights is hereby granted, as follows:

Servient Tenement Lots

Lot 1, District Lot 12479,
Cariboo District, Plan EPP35189

Lot 2, District Lot 12479,
Cariboo District, Plan EPP35189

Lot 3, District Lot 12479,
Cariboo District, Plan EPP35189

Dominant Tenement Lots

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11,
District Lot 12479, Cariboo District,
Plan EPP35189

Lots 1, 3, 4, 5, 6, 7, 8, 9, 10 and 11,
District Lot 12479, Cariboo District,
Plan EPP35189

Lots 1, 2, 4, 5, 6, 7, 8, 9, 10 and 11,
District Lot 12479, Cariboo District,
EPP35189

Lot 5, District Lot 12479,
Cariboo District, Plan EPP35189

Lots 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11,
District Lot 12479, Cariboo District,
EPP35189

Lot 6, District Lot 12479,
Cariboo District, Plan EPP35189

Lots 1, 2, 3, 4, 5, 7, 8, 9, 10 and 11,
District Lot 12479, Cariboo District,
EPP35189

5. All covenants of the Grantor under this Agreement and any rights, duties or responsibilities of the Grantor as specified in this Agreement will be deemed to be granted in respect to each of the Servient Tenement Lots in favour of or in respect of the Grantee as Dominant Tenement owner of each of the Dominant Tenement Lots set out opposite that Servient Tenement Lot above.
6. The Grantor covenants with each of the Grantee and the Municipality that:
 - (a) no building, structure, foundation, pavement, excavation, well, pile of material or obstruction will be made, placed, erected or maintained on any portion of the Easement Area, with the exception of a fence that will be allowed to cross the Easement Area as long as the same does not disrupt the water drainage flow, and that no growth, except lawn grass, will be planted upon the Easement Area;
 - (b) except for surface water runoff into the Detention Ditch, the Grantor will not cause surface waters to runoff onto adjacent lots; and
 - (c) the Grantor will repair any damage to the Easement Area, the Detention Ditch and/or the Dry Well caused by the Grantor or by those persons for whom the Grantor is responsible for at law.
7. The Grantee covenants with each of the Grantor and the Municipality that:
 - (a) the Grantee will not bury, without the prior written consent of the Grantor, any debris or rubbish of any kind in excavations or backfill and will remove shoring and like temporary structures as backfilling proceeds;
 - (b) the Grantee will thoroughly clean the Servient Tenement Lots of all rubbish and construction debris created or placed thereon by the Grantee;
 - (c) the Grantee so often as it enters the Easement Area to construct, maintain, repair, replace, renew, clean and/or otherwise service the Detention Ditch and/or the Dry Well, conduct such work diligently and in compliance with all applicable laws and regulations;
 - (d) the Grantee will make good, as is reasonably practical and with reasonable dispatch all damage or disturbance which may be caused to the surface soil of the Servient Tenement Lots in the exercise of its rights hereunder, provided that the Grantee will not be required to restore any trees or other surface growth on the Servient Tenement Lots, but will leave the surface soil in a condition that will not inhibit the natural regeneration of such growth; and

- (e) the Grantee will repair any damage to the Easement Area, the Detention Ditch and/or the Dry Well caused by the Grantee or by those persons for whom the Grantee is responsible for at law.
8. The Grantor and the Grantee covenant and agree with each other and the Municipality that:
- (a) the Grantor and the Grantee will not do or knowingly permit to be done any act or thing which will interfere with or obstruct the Detention Ditch or the Dry Well;
 - (b) except for the purposes of repairing or reconstructing the Detention Ditch and/or the Dry Well, the Grantor and the Grantee will not disturb, reshape, modify or in any way alter any portion of the finished ground surface of the Easement Area;
 - (c) except for the purposes of repairing or reconstructing the Detention Ditch and/or the Dry Well, the Grantor and the Grantee will not diminish the soil cover over any portion of the Easement Area; and
 - (d) the Grantor and the Grantee will be responsible, as far as reasonably necessary, to carry out or cause to be carried out the maintenance, repair, cleaning, renewal, replacement and/or otherwise servicing of the Detention Ditch and/or the Dry Well located on or under the Easement Area and will carry out such work in a proper and workmanlike manner so as to do as little damage to the Servient Tenement Lots as possible and in accordance with all applicable laws and regulations, and will share equally all costs and expenses in connection therewith.
9. The Grantor and the Grantee covenant and agree each with the other to save harmless and indemnify the other from any breach or default of any covenant under this Agreement until their respective rights, interests, liberties, duties, obligations and covenants are assigned, transferred, devolved or otherwise alienated.
10. Nothing contained in this Agreement will be interpreted so as to restrict or prevent the Grantor from using the Easement Area in any manner which does not interfere with the security or efficient functioning of or unobstructed access to the Detention Ditch and the Dry Well.
11. No part of the fee of the soil of the Servient Tenement Lots will pass to or be vested in the Grantee under or by virtue of this Agreement.
12. If any of the Dominant Tenement Lots are subdivided in whole or in part, then on the deposit of a plan of subdivision:
- (a) the benefit of the within Easement will be annexed to each of the new parcels shown on the plan of subdivision;
 - (b) the burden of the Easement is increased accordingly, even though the owner(s) of the Servient Tenement Lots have not consented to the increase; and

(c) the within Easement continues to be annexed to the remainder, if any, of the Dominant Tenement Lots.

13. This Easement and all covenants, agreements and provisos herein contained will be and are hereby deemed to be covenants running with the land and will be perpetual and the easements hereby granted will be perpetual, provided that a party hereto will only be liable for a breach of this Agreement and the covenants, agreements and provisos herein contained if such breach took place at a time when such party was the holder of a registered interest in the subject land.

**COVENANT IN FAVOUR OF THE MUNICIPALITY UNDER SECTION 219 OF THE
LAND TITLE ACT, R.S.B.C. 1996, c. 250**

14. Under s. 219 of the *Land Title Act* there may be registered as annexed to any land, a condition or covenant in favour of the Municipality, that the land, or any specified portion of it, is not to be built upon or is to be or not to be used in a particular manner.
15. The Grantor for itself, and its successors and assigns, hereby covenants and agrees with the Municipality under s. 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250 (being the intention of the parties that this covenant will be annexed to each of the Servient Tenement Lots) that the Grantor will not use any portion of the Easement Area or allow the Servient Tenement Lots to be used for any purpose which would detract from or interfere with the function of the Drainage Ditch and the Dry Well as a conductor for the complete uninterrupted flow of surface waters.
16. The Grantee for itself, and its successors and assigns, hereby covenants and agrees with the Municipality under s. 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250 (being the intention of the parties that this covenant will be annexed to each of the Dominant Tenement Lots) that the Grantee will not use any portion of the Easement Area or allow the Dominant Tenement Lots to be used for any purpose which would detract from or interfere with the function of the Drainage Ditch and the Dry Well as a conductor for the complete uninterrupted flow of surface waters.
17. It is further agreed by the Grantor and the Grantee, as Servient and Dominant Tenement owners with the Municipality that, if the Grantor and the Grantee should fail to maintain and repair the Drainage Ditch and/or the Dry Well as required by this Agreement, then the Municipality may do the required maintenance and repair and such maintenance and repair will be done at the expense of the Grantor and the Grantee, as Servient and Dominant Tenement owners and the Municipality will be at liberty to recover the costs of that maintenance and repair in like manner as municipal taxes and the Grantor, as Servient Tenement owner further covenants and agrees that any authorized agent of the Municipality may enter upon any of the Servient Tenement Lots for the purpose of effecting the required maintenance and repairs to the Drainage Ditch and/or the Dry Well, as the case may be.
18. The covenants set forth in this Agreement will charge the Servient Tenement Lots and the Dominant Tenement Lots, as the case may be, under s. 219 of the *Land Title Act* and will be covenants, the burden of which shall run with the lands. It is further expressly agreed that this Agreement may only be modified or discharged by agreement of the Municipality under s. 219(9) of the *Land Title Act*.

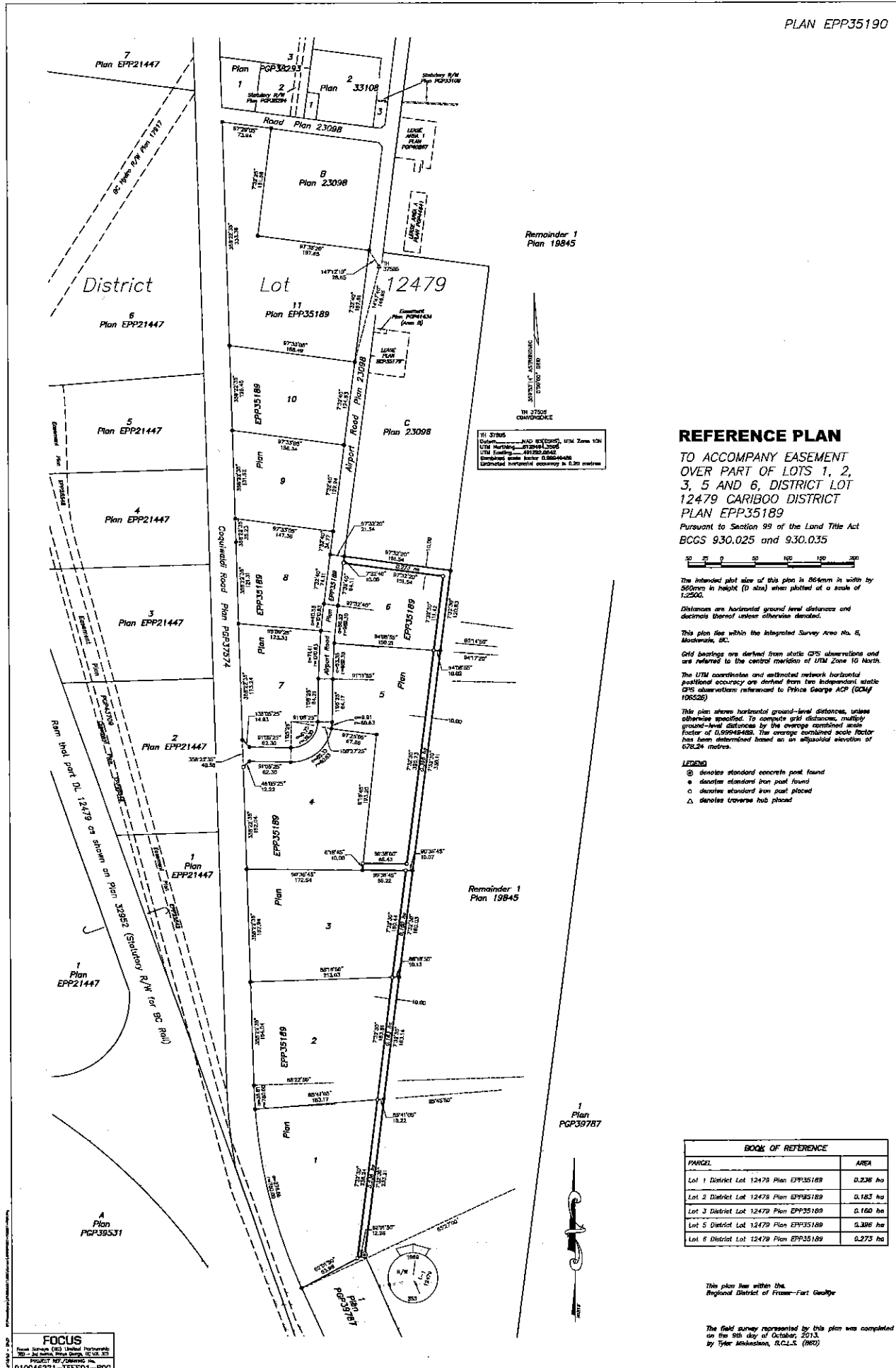
19. Notwithstanding anything contained in this Agreement, the Grantor and the Grantee will not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Grantor or the Grantee, as the case may be, ceases to have any further interest in the applicable Servient Tenement Lot or Dominant Tenement Lot.
20. Any opinion, decision, act or expression of satisfaction of the Municipality provided for in this Agreement is to be taken or made by the Municipality's Chief Administrative Officer or his or her delegate authorized as such in writing.
21. The Grantor and the Grantee, and each of them, hereby releases, and must indemnify and save harmless, the Municipality, its elected and appointed officials, contractors and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Grantor, the Grantee, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Grantor or the Grantee of this Agreement, or any default of the Grantor or the Grantee under or in respect of this Agreement.
22. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
23. The rights given to the Municipality by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Municipality to anyone, or obliges the Municipality to enforce this Agreement, or to perform any act or to incur any expense in respect of this Agreement.
24. Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Grantor and the Grantee, and each of them, agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.
25. This Agreement does not:
 - (a) affect or limit the discretion, rights or powers of the Municipality under any enactment (as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of any of the Lots;
 - (b) affect or limit any enactment relating to the use or subdivision of the Lots; or
 - (c) relieve the Grantor or the Grantee from complying with any enactment, including in relation to the use or subdivision of any of the Lots.

26. Every obligation and covenant of the Grantor or the Grantee, as the case may be, in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of each of their respective Servient Tenement Lots or Dominant Tenement Lots, as the case may be, and this Agreement burdens such Lots and runs with them and binds the successors in title to each of such Lots. This Agreement burdens and charges all of the Servient Tenement Lots and the Dominant Tenement Lots, as the case may be, and any parcel into which any of such Lots are subdivided by any means and any parcel into which any of such Lots are consolidated. The Grantor and the Grantee are only liable for breaches of this Agreement that occur while the Grantor or the Grantee, as the case may be, is the registered owner of one of the Lots.
27. The Grantor agrees to do everything reasonably necessary, at the Grantor's expense, to ensure that this Agreement is registered against title to the Lots with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
28. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
29. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
30. This Agreement is the entire agreement between the parties regarding its subject.
31. This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.
32. The parties will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
33. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
34. This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
35. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C and Form D attached to and forming part of this Agreement.

Schedule "A"

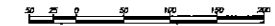
PLAN EPP35190



REFERENCE PLAN

TO ACCOMPANY EASEMENT
OVER PART OF LOTS 1, 2,
3, 5 AND 6, DISTRICT LOT
12479 CARIBOO DISTRICT
PLAN EPP35189

Pursuant to Section 89 of the Land Title Act
BCCS 930.025 and 930.035



The intended plot size of this plan is 864mm in width by
560mm in height (0 area) when plotted at a scale of
1:2500.

Distances are horizontal ground level distances and
distances shown unless otherwise denoted.

This plan lies within the Integrated Survey Area No. 5,
Manitoba, BC.

Old bearings are derived from static GPS observations and
are referred to the central meridian of UTM Zone 10 North.

The UTM coordinates and adjusted network horizontal
positional accuracy are derived from two independent static
GPS observations referenced to Prince George ACP (CGM/
106526).

This plan shows horizontal ground-level distances, unless
otherwise specified. To compute grid distances, multiply
ground-level distances by the average combined scale
factor of 0.99994488. The average combined scale factor
has been determined based on an ellipsoidal elevation of
678.24 metres.

LEGEND

- ⊙ denotes standard concrete post found
- denotes standard iron post found
- denotes standard iron post placed
- △ denotes traverse hub placed

BOOK OF REFERENCE	
PANEL	AREA
Lot 1 District Lot 12479 Plan EPP35189	0.236 ha
Lot 2 District Lot 12479 Plan EPP35189	0.183 ha
Lot 3 District Lot 12479 Plan EPP35189	0.160 ha
Lot 5 District Lot 12479 Plan EPP35189	0.386 ha
Lot 8 District Lot 12479 Plan EPP35189	0.275 ha

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

The field survey represented by this plan was completed
on the 9th day of October, 2013,
by Tyler Minickson, S.C.L.S. (960)

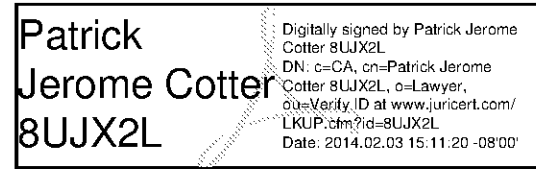
FOCUS
Real Estate (BC) Limited Partnership
781 - 2nd Street, Prince George, BC V2L 2Y1
PROJECT NO./DRAWING NO.
010046221-TEESD1-ROO

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA3540467

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Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.



I, PATRICK J. COTTER, declare that:

1. For clarification purposes, the grant of easement in Easement CA3540467 to CA3540471 is found under section 2 and not under section 3. Section 3 deals with ancillary rights to the grant of easement.

I make this declaration and know it to be true based on personal information / reasonable belief.

PATRICK J. COTTER

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

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