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KF010071

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LAND TITLE ACT
LAND TITLE ACT
FORM 35
Section 216(1)

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: Charge: Building Scheme.

HEREWITH FEE of \$50.00

Address of person entitled to apply to register this building scheme.
Post office Box 225, Blind Bay, British Columbia. V0E 1H0

Full name, address, telephone number of person presenting application. Robert William Gray, ~~Suite 300, 125 4th Ave~~, Kamloops, B.C. V2C-3N3. 372-2403.
319 5651
710 FRESH CLIPS CENT

Robert William Gray
(Signature of Authorized Agent)

I, TERRY BARKER, Contractor of P. O. Box 225, Blind Bay B. C., V0E 1H0, President of 310796 B.C. LTD., a British Columbia Company (Incorporation Number 310796) of P. O. Box 225 Blind Bay B. C. V0E 1H0,

02/04/92 A3814M CHARGE 50.00

DECLARE:

1. THAT 310796 B.C. LTD. is the registered owner in fee simple of Lots 1 to 40 of Plan 34094, (hereinafter called the "lots") all located in Vernon Assessment Area,
2. 310796 B.C. LTD. HEREBY creates a building scheme relating to the lots.
3. A sale of any of the lots is subject to the restrictions enumerated in the Schedule attached or annexed hereto.
4. The restrictions shall be for the benefit of all the lots.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<u>R. GARY THOMAS</u> Barrister & Solicitor 810-175 2nd Avenue Kamloops, B.C. V2C 5W1 372-2368	92			310796 B.C. LTD. by its AUTHORIZED SIGNATORY <u>Terry Barker</u>

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. 1979, C.116, 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.

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SCHEDULE OF RESTRICTIONS

WHEREAS:

(A) 310796 B.C. LTD. (hereinafter referred to as "the Owner") is the registered owner of Lots 1 to 40 inclusive (hereinafter referred to as "the Lots"), as shown on a Plan of Subdivision registered in the Land Titles Office, Kamloops under Number 34094.

(B) The Owner is desirous of maintaining the aesthetic quality of all the Lots and any structures built or created thereon, and, in order to do so has created this Building Scheme restricting the type of Structure that may be erected on any of the Lots and restricting the use that may be made of any of the Lots and where it is necessary and practical in order to maintain a view of the waters of Shuswap Lake from each Lot, restricting the height of trees on such Lots to Seven (7) meters.

NOW THEREFORE the following restrictions shall apply to all the Lots.

DEFINITIONS

1. The following words shall in addition to their ordinary meaning, as the context so requires, have the additional or extended meaning ascribed to them as hereinafter set out:
 - (a) "Structure" shall mean any structure, building, house, garage, shed, lean-to, swimming pool, fence, pole, tower, aerial, Satellite Dish, sidewalk, roadway, driveway, culvert, excavation, fence, enclosure, screening, or sewage system.
 - (b) "Lot" shall mean one of the Lots.
 - (c) "Subdivision" shall mean Plan 34094.
 - (d) "Motor vehicle" means an automobile, bus, truck, tractor, trailer, pup trailer, house trailer, mobile home, motor home, rig, wagon, camper, amphibious craft, snowmobile, earth moving equipment, backhoe, excavator, shovel loader, dozer, but does not include a vehicle of the variety known as a standard passenger automobile, station wagon, passenger van, standard pick-up truck commonly designated as 3/4 tons or less which is validly and currently licenced to be operated on a highway in British Columbia, or a garden tractor or snow blower having less than a 12 horsepower motor.

- (2) A

(f) "Plans" means working drawings, architectural plans, specifications and such other documents or written information as may reasonably be required in order to portray the exterior of a structure. Such plans where it is applicable, shall portray the size, height, siting on a lot, exterior finish, exterior colour, roofing material, grading, sewage disposal system, driveways, culverts, entrances, drainage systems, easements and such other pertinent information as may reasonably be required to clearly depict the external appearance and location of a structure on a Lot for which approval of the Owner to construct or erect such structure is being sought.

(g) "Livestock" shall mean swine, cattle, goats, sheep, poultry, horses, mules, donkeys, chickens, turkeys, birds, insects, reptiles or aquatic beings but does not include animals limited to a reasonable number, commonly kept as household pets.

(h) "Tree" shall mean and include the plural, flora and foliage.

(i) "Height" when referring to a Tree shall mean the height of a Tree measured vertically from ground level taken at the base of the trunk of a Tree or stem of flora or exposed root of foliage, and where ground level is sloping, measured from the most elevated side of the ground adjacent to the trunk, stem or root of a Tree.

(j) "Servient Lot" means one of the Lots on which a Tree is standing whose height is in excess of 7 meters.

(k) "Dominant Lot" mean one of the Lots from which the aesthetic view of Shuswap Lake is being impaired or impeded by a Tree located on a Servient Lot having a height in excess of 7 meters.

(l) "Shuswap Lake" shall mean the waters of Shuswap Lake, County of Yale, Province of British Columbia.

(m) "Arbitration Panel" shall mean either:
(I) a panel of three persons composed of a panelist chosen by the owner of a Dominant Lot and a panelist chosen by the owner of a Servient Lot and a chairperson chosen by the last named two panelist, or,

(II) in the event the owner of a Servient Lot shall fail to choose a panelist in the manner prescribed

- (3) -

herein, then a panel of two persons composed of a panelist chosen by the owner of a Dominant Lot and a chairperson chosen by a Judge of the Supreme Court of British Columbia.

(n) "Reasonable time" shall, as the context so requires, take into account the season of the year, the absence or presence of a Lot owner on his Lot, the delay in the mails.

(o) "Notice" shall mean a written notice either delivered personally to a Lot owner or sent by prepaid registered mail to the said owner at his last known address, or to his address shown on the records of the British Columbia Assessment Authority, or its successor, and a notice mailed or delivered to one joint owner of a Lot shall be deemed to have been sent and received by all joint owners of that Lot.

(p) "Owner" shall mean 310796 B.C. LTD. or its duly appointed representative.

(o) Wherever the masculine or singular is used herein, the same shall be construed to mean the feminine or plural or body corporate or politic as the context so requires.

- (4) -

NUMBER OF BUILDINGS

2. Except as to structures which have been approved of by the Owner, no more than one dwelling house with or without an attached garage, swimming pool and swimming pool accessories shall be built on any one Lot.

APPROVAL NEEDED BEFORE CONSTRUCTION OF STRUCTURE

3. For the purpose of maintaining the aesthetic quality of the Subdivision and all of the Lots, the construction, reconstruction or erection of a structure shall not be commenced on any Lot without first obtaining the approval in writing of the Owner or its duly appointed representative. The making of repairs or replacement of an existing structure due to damage, deterioration or age with like kind, quality, and colour of material shall not require the approval in writing of the Owner.

HOW APPROVAL GRANTED

4. Such approval may be granted by the Owner upon plans being presented to the Owner in duplicate, requesting such approval. Upon approval by the Owner being given in writing, one set of such plans (distinctively identified by the owner of the Lot and the Owner) may be retained by the Owner as evidence of what it has approved.

METHOD OF APPROVAL

5. Such approval can be granted on behalf of the Owner by its President, Secretary or General Manager, or such other person duly authorized by the Owner from time to time to grant approval and unless otherwise agreed to in writing such approval shall be marked in a distinctive manner on both sets of plans together with the date such approval was given.

NO CHANGE WITHOUT FURTHER APPROVAL BEING GIVEN

6. Upon approval of the plans being given by the Owner, no change or variation from the approved plans as to the exterior of the structure, siting on the Lot, colour, height, quality of material or other exterior design feature shall take place without plans showing such change or variation being resubmitted to the Owner for approval of such change or variation. Approval of such change or variation shall be

- (5) -

subject to the same requirements and restrictions and shall be given in the same manner and form as hereinbefore recited.

NO INTERIOR DETAILS NEEDED

7. Details of the interior of any structure or building need not be submitted for approval or for reapproval of the Owner.

REASON TO WITHHOLD APPROVAL OF PLANS

8. Approval of plans may be withheld by the Owner, if in the sole opinion of the Owner, or of anyone authorized on its behalf, the proposed structure is not in harmony, or in keeping with the overall scheme of the Subdivision or other structures or proposed structures in the said Subdivision particularly in regards to such structure's height, size, siting on a Lot, exterior design, exterior finish, including its colour and roofing material.

PRIOR APPROVAL OF AUTHORITIES NEEDED

9. The owner of a Lot must obtain approval of all proposed plumbing and sewage treatment facilities from the Ministry of Health, or such other appropriate authority before the Owner will approve any plans involving the same.

CONSTRUCTION TO BE COMPLETED IN ONE YEAR

10. In the event the owner of a Lot shall fail to complete the construction of the exterior of any structure within one year after commencing to construct the same, the Owner after giving 10 days written notice of such default shall have the right, liberty and licence to file a Lis Pendens against the title to the Lot, to notify any registered holder of a financial charge against such Lot of such default, and to go upon the said Lot and complete the exterior of the said structure in accordance with the approved plans and to recover the cost of doing so in any Court of competent jurisdiction forthwith. The Owner shall be entitled to file a Builder's Lien against the title to the Lot for the costs incurred by it in exercising its rights hereby granted. Construction shall be deemed to have commenced upon any excavation being dug, or any building material being placed upon the Lot, or any structure started, or temporary building having the appearance of being intended to be used for construction being moved onto or erected on a Lot.

- (6) -

11. In the event the owner of a Lot shall fail to complete the construction of the exterior of any structure in accordance with the plans as approved by the Owner, the Owner shall, in addition to any other remedy it is entitled to exercise, be entitled to apply to a Court of competent jurisdiction for a Mandatory Injunction requiring the owner of the Lot to cause the structure to comply with the approved plans forthwith, or to remove the same.

RESTRICTIONS ON USE OF LOT

12. No Lot or structure in whole or in part shall be used for any commercial purpose including without limiting the generality thereof, as a boarding house, rooming house, hotel, beer parlour, cocktail lounge, resort, store, restaurant, storage area, parking lot, office (except a private office to which the public or the clientele of the owner of the Lot is not invited), warehouse, retail outlet, wholesale outlet, shop or place of trade or business, without obtaining the approval in writing of the Owner. The Owner upon written request of an owner of a Lot may grant approval for the use of a Lot for a restricted purpose for either a temporary or indefinite period of time. In the event the owner of a Lot shall fail to comply with these restrictions, the Owner shall, in addition to any other remedy it is entitled to exercise, be entitled to apply to a Court of competent jurisdiction for an Injunction requiring the owner of the Lot to comply the restrictions.

NO UNSIGHTLY OR ODOROUS STORAGE OR ACTIVITY

13. (a) No Lot shall be used for the purpose of or as a garbage dump, fur farm, wood yard, storage of scrap, junk, motor vehicles or unsightly or odorous matters. Except in the course of construction of structures, no excavations of an unsightly or dangerous nature shall be created or allowed to remain on or in any Lot.

(b) All Lots shall be maintained in a neat and orderly fashion and the owner of the Lot shall so often as necessary remove unattractive plants, weeds, shrubs, rubbish, debris, or garbage.

(c) All domestic garbage shall be stored or collected or retained in containers that are inaccessible to animals or vermin.

- (7) -

(d) All garbage containers, compost heaps and incinerators shall be kept in an area of a Lot surrounded by fencing, screening or an enclosure so that it is inconspicuous to the general public.

(e) No clothes line shall be erected or strung on any Lot, except such clothes lines that are of of a square, rectangular or circular design.

NO MOBILE HOMES OR TRAILERS

14. Except where specific permission in writing has been granted by the Owner to do so, no modular home, mobile home, house trailer, recreational trailer, motor home, tent trailer or camper shall be placed or kept on a Lot except for a period not exceeding 48 hours for purpose of preparing it or loading it servicing it or unloading it prior to or after having been used by the vehicle owner for a recreational trip.

NO MOTOR VEHICLES EXCEPT CARS AND PICK-UPS

15. Except during the course of active construction of a structure, no motor vehicles shall be parked or left standing or stored on any Lot without first having obtained the express written permission of the Owner to do so, or unless such motor vehicle is parked, left standing or stored in a garage, carport, shed or in a structure which structure has been previously approved of by the Owner as hereinbefore provided.

NO UNAPPROVED SIGNS TO BE ERECTED

16. Except for signs which have been specifically approved of in writing by the Owner and except for signs not exceeding One Hundred (100) centimeters by Twenty (20) centimeters in size, for the purpose only of identifying the Lot or the owner of the Lot no signs shall be erected, exposed or maintained upon a Lot or a structure on the Lot.

NO TEMPORARY BUILDINGS

17. Except for the purposes of construction of an approved structure, no temporary structure shall be erected on a Lot. Any temporary structure shall be removed forthwith after construction is completed.

NO ANIMALS EXCEPT PETS

- (8) -

18. (a) No livestock shall be kept on any Lot. No husbandry whether for commercial gain or private pleasure shall be carried on or practiced on any Lot. No Lot shall be used for the purpose of raising, breeding, or keeping any livestock.

(b) No Lot owner shall knowingly allow a pet belonging to him or to a member of his household or to his guest, except a cat or bird, to be at large within the subdivision and such Lot owner shall properly and effectively restrain any such pet within the boundaries of his Lot or restrain such pet on a leash when it is accompanying the owner, or a member of his household or his guest from off such Lot.

(c) A Lot owner shall take all reasonable steps or precautions to prevent any pet creating or making an unusual amount of noise so as to disturb such Lot owner's neighbours.

NO LIABILITY OF OWNER FOR NON-COMPLIANCE

19. Nothing contained herein shall be construed or implied as imposing on the Owner any liability in the event of non-compliance with or non-fulfillment of any of the restrictions contained herein. Any approval granted by the Owner hereunder shall pertain only to the exterior aesthetic or harmonious quality of the structure or structures depicted by such plans and shall not in any way mean or be construed to mean that the Owner has passed any judgment or opinion as to the safety, fitness of use, compliance with any law, rule, regulation, zoning or ordinance pertaining to such structure. Any approval given by the Owner for the use of a Lot or for the use of a structure on a Lot for a particular purpose shall not be construed to mean or be implied to mean that the Owner has passed judgment on or rendered any opinion about such use as to matters of safety, fitness of use, compliance with any law, rule, regulation, by-law, zoning, or ordinance pertaining to such Lot or such use.

TREES RESTRICTED TO 7 METERS

20. No Servient Lot owner shall permit a tree on his Lot to remain in excess of, or, exceed 7 meters in height if it is impairing or impeding an aesthetic view of Shuswap Lake from a Dominant Lot.

21. A Dominant Lot owner, who believes his aesthetic view of Shuswap Lake is impaired or impeded by a tree exceeding 7 meters in height located on a Servient Lot, may by notice to

- (9) -

a Servient Lot owner, request the same to be topped to 7 meters in height.

REQUEST ARBITRATION

22. If within a reasonable time such tree is not topped, the Dominant Lot owner may give notice of a dispute to the Servient Lot owner and request an arbitration panel to be formed and naming in such notice the panelist he has chosen, and confirming such person is willing to sit on such panel.

23. The Servient Lot owner shall have 45 days from the day of delivery to him or the day of mailing to him of the notice of dispute to choose a panelist willing to sit on the panel and to give notice of such to the Dominant Lot owner.

24. The two chosen arbitration panelists shall then choose a chairperson who is willing to act within one month of the appointment of the Servient Lot owner's panelist. Upon such person being chosen an Arbitration panel shall be deemed to have been convened.

25. If the chosen panelists cannot agree upon a chairperson, then either panelist may notify the Owner, or its successor, of such fact and the President of the Owner shall appoint a chairperson, which may be himself, to so act, and thereupon an arbitration panel composed of the chosen panelists, and the appointed chairperson shall be deemed to have been convened.

26. In the event the Owner should cease to exist, or have no corporate successor, then the duties assigned to the President of the Owner herein shall be exercised by a Judge of the Supreme Court of the Province of British Columbia upon an application being made to him in a summary manner.

27. In the event a Servient owner fails to chose a panelist and notify the Dominant owner within the time allowed then on the expiration of the time allowed to do so, the Dominant owner may apply in a summary manner to a Judge of the Supreme Court of British Columbia to chose or appoint a chairperson and thereupon an Arbitration panel composed of a panelist and chairperson shall be deemed to have been convened. The chairperson shall have the deciding vote in the event of a deadlock.

DUTIES OF ARBITRATION PANEL

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28. The arbitration panelists shall together attend upon the Dominant Lot and Servient Lot either in the presence or absence of the Lot owners or their representatives and determine by a majority vote if a tree in excess of 7 meters in height impairs or impedes the aesthetic view of Shuswap Lake from the Dominant Lot. The panelists shall be allowed to take into consideration in arriving at a decision all reasonable facts that they observe, including the presence or absence of dwellings on the Lot, the ineffectiveness of removing the alleged offending tree by reason of terrain, topography, or other trees or structures that would continue to impair or impede the said view, and they shall be entitled to consider all the surrounding circumstances.

29. If the arbitration panelists decide that the alleged offending tree is in excess of 7 meters in height and does impair or impede the aesthetic view of Shuswap Lake from the Dominant Lot, they shall so notify the owner of the Servient Lot of their finding and require that the offending tree be topped to seven (7) meters or removed within 10 days of the date of their notice, or within such time as they shall decide upon.

30. If the arbitration panel should decide that the alleged offending tree does not exceed 7 meters in height, or that topping it would be ineffective in improving the aesthetic view of Shuswap Lake from the Dominant Lot, they shall so declare this finding in writing and also, (to prevent undue harassment of the Servient Lot owner), when, if at all, a further request for topping a tree located on the same Servient Lot may be made, which finding may be declared to be binding, not only on the Dominant Lot owner, but on other Lot owners in the subdivision and it shall be binding on the successors and assigns of such Lot owners.

31. The panelists shall determine and award the costs of arbitration as they see fit.

32. Except as modified herein, the provisions of the Commercial Arbitration Act of The Province of British Columbia shall apply both as to procedural matters and enforcement of an award.

OWNER'S RIGHT TO EXEMPT LOT OR SUBDIVISION LAND

33. So long as the Owner remains owner of any portion of the Subdivision or any Lot therein, the Owner expressly reserves the right of exempting any portion of the

So
-(11)-

Subdivision or any Lot from all or any of the restrictions and benefits herein set out, or any portions of the lands charged with this Building Scheme that may be dedicated, given, sold or disposed of to any governmental or quasi-governmental Authority or Corporation, or to any Company supplying to the public a service commonly thought of as a Public Utility for any purposes not involving its use as a dwelling house lot including dedication of roads, highways, parks, drainage ditches, rights of ways, structures for the supply of telephone, hydro, cable television, sewerage disposal systems, fire departments, public transportation or schools.

34. This Building Scheme shall remain in effect only until the 31st day of December, 2031.

(Disk 67)

END OF DOCUMENT

05 MAR -6 11 33

KJ017642

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LAND TITLE OFFICE
KAMLOOPS

**S. 288 NOTICE
ISSUED / /**

LAND TITLE ACT
FORM B
(Section 219.1)
Province of British Columbia
MORTGAGE - PART 1 (This area for Land Title Office use)

Page 1 of 2 pages

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

Christopher K. Haines c/o Campney & Murphy, 2100 - 1111 West Georgia St., Vancouver, B.C. V7X 1K9, 661-7613, Applicant's Solicitor

2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:**
(PID) (LEGAL DESCRIPTION)

014-368-366 THE SOUTH WEST 1/4 OF SECTION 35 TOWNSHIP 19 RANGE 18 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

3. **BORROWER(S) [MORTGAGOR(S)]:** (including postal address(es) and postal code(s))
FRASERVIEW DEVELOPMENT (KAM) CORPORATION (Inc. No. 342661) of #201 - 319 Governor's Court, New Westminster, B.C. V3L 5S5

4. **LENDER(S) [MORTGAGEE(S)]:** (including occupation(s), postal address(es) and postal code(s))
BANK OF MONTREAL, a Canadian chartered bank, having a postal address at 6th Floor, 595 Burrard St., Vancouver, V7X 1L5

5. **PAYMENT PROVISIONS** 03/06/95 A1760m CHARGE 50.00

(a) Principal Amount: \$6,000,000	(b) Interest Rate: Prime Rate + 1% per annum	(c) Interest Adjustment Date: N/A	Y	M	D
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(d) Interest Calculation Period: Monthly	(e) Payment Dates: Last day of every month	(f) First Payment Date:	95	2	28
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(g) Amount of each periodic payment: interest only	(h) Interest Act (Canada) Statement: The equivalent rate of interest calculated half yearly not in advance is ___% per annum. N/A	(i) Last Payment Date: N/A			
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(j) Assignment of Rents which the applicant wants registered? Yes No <input checked="" type="checkbox"/> If YES, page and paragraph number:	(k) Place of payment: Postal addresses in item 4	(l) Balance Due Date: On Demand			
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156749

SUBMITTED BY: KERSHAW
KUROYAMA REGISTRY
124060

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land? YES | | NO |X|

7. MORTGAGE secures a current or running account? YES |X| NO | |

8. INTEREST MORTGAGED:

Freehold |X|

Other (specify) | |

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms | |

(b) Filed Standard Mortgage Terms |X| D.F. Number: MT930048

(c) Express Mortgage Terms | | (annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in Item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

nil

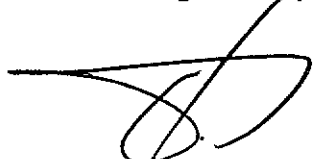
11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

nil

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in Item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Execution Date

Officer Signature(s)

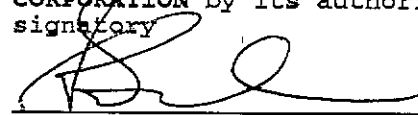


DAVID R. WAY
BARRISTER & SOLICITOR
302-566 LOUGHEED HWY.,
COQUITLAM, B.C.
V3K 3S3

Y	M	D
95	2	21

Mortgagor(s) Signature(s)

FRASERVIEW DEVELOPMENT (KAM) CORPORATION by its authorized signatory



Roger Schlosser

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. 1979, c. 116, 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.

END OF DOCUMENT

LEG. OFF. OF REGISTRY
KAMLOOPS

4 DU XJ049268
LAND TITLE ACT
FORM C
(Section 219.81)
Province of British Columbia
GENERAL INSTRUMENT - PART 1

95 JUN 27 14 04
LAND TITLE OFFICE
KAMLOOPS

X
XJ04926750
C 50

Page 1 of 7 Pages

(This area for Land Title Office use)

N.B. REGISTRY SERVICES LTD.
14610

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) # 16334. Solicitor
Mair Jensen Blair, Barristers and Solicitors, 700-275 Lansdowne Street, Kamloops, BC V2C 6H6
Telephone: 374-3161 File Reference: RJ6273-05/(em)

2. (a) PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
K517691 (PID) (LEGAL DESCRIPTION)
014-368-366 THE SOUTH WEST 1/4 OF SECTION 35, TP 19, RGE 18, W6M, KDYD

3. NATURE OF INTEREST:
(DESCRIPTION) DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
(page and paragraph)
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 of 27/95 A6610 CHARGE 100.00.
(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):* FRASERVIEW DEVELOPMENT (KAM) CORPORATION
(Inc. No. 342661) of 201 - 319 Governors Court, New Westminster, B.C. V3L 5S5

~~BANK OF MONTREAL, 6th Floor - 595 Burrard St. Vancouver, B.C. V7X 1L5~~

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*
CITY OF KAMLOOPS
7 West Victoria Street, Kamloops, B.C. V2C 1A2

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.

EXECUTION DATE
Officer Signature(s) Y M D Party(ies) Signature(s)
95 6 13
Fraserview Development
(Kam) Corporation by its
Authorized Signatories
DAVID R. WAY, Barrister & Solicitor
Address: 882-566 Loughheed Hwy., Coquitlam, B.C.
Solicitor/Notary/Commissioner
ROGER SCHLOSSE

(AS TO ALL SIGNATURES)
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. 1979, c.114, to take Affidavits for use in British Columbia and certifies that matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

Land Title Act
FORM E

SCHEDULE

Page 2 of 7 Pages

3. NATURE OF INTEREST
(Description)

Document Reference

Person Entitled to Interest

Section 215 Covenant

Pages 4-6

City of Kamloops

~~Priority for Covenant over~~

~~Mortgage No. KJ17842 Page 7~~


~~City of Kamloops~~ *CM*

~~in favour of Bank of Montreal~~

Priority Agreement granting
Covenant KJ49267 priority
over Mortgage KJ17642

Pge 7


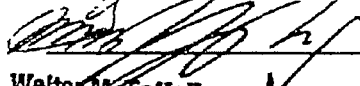
City of Kamloops

Officer Signature(s)

Name (Print): _____
Address: _____
Solicitor/Notary/Commissioner

CHRISTOPHER K. HAINES
SOLICITOR
2100-1111 WEST GEORGIA STREET
VANCOUVER, B.C. V7X 1K9
601-7013

Execution Date

Y	M	D
91	6	9

Transferor/Borrower/Party
Signature(s)
Bank of Montreal
by its Authorized Signatories

Garth A. Stoll
Account Manager

Walter M. Toffoli
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. 1979, c. 116, 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.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.



PART 2 OF INSTRUMENT

WILDLIFE INTERFACE

This Agreement made the 13 day of JUNE, 1995 ✓

BETWEEN:

FRASERVIEW DEVELOPMENT (KAM) CORPORATION
201 - 319 Governors Court ✓
New Westminster, B.C. V3L 5S5

(hereinafter referred to as the "Transferor")

OF THE FIRST PART

AND:

CITY OF KAMLOOPS ✓
7 West Victoria Street
Kamloops, B.C. V2C 1A2

(hereinafter referred to as the "Transferee")

OF THE SECOND PART

WHEREAS the Transferor is the registered owner of an Estate in Fee Simple of certain lands and premises located within the City of Kamloops and more particularly described as:

Parcel Identifier: 014-368-366

THE SOUTH WEST 1/4 OF SECTION 35, TP 19, RGE 18, W6M, KDYD ✓


(hereinafter referred to as the "Lands")

AND WHEREAS the Transferee, as a condition precedent for approving a subdivision of the lands requires a Covenant to be registered against the Lands pursuant to Section 215 of the Land Title Act, Chapter 219, R.S.B.C., 1979, and further that he requires such a Covenant to be registered against the lands in priority to any financial charges pursuant to Section 215 of the Land Title Act Chapter 219, R.S.B.C. 1979; which Covenant is for the purpose of preventing any use of the lands unless certain conditions have been complied with ✓

[Handwritten mark]

and to ensure potential purchasers are made aware of urban/wildlife interface issues and the ongoing role that property owners must assume to protect their housing investment.

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor (the receipt of which is hereby acknowledged) and for other good and valuable consideration, the Transferor and all persons claiming under him agree that this Covenant shall run with and bind the Lands and the Transferor will observe the following restrictions:

1. All roofing materials and installations requirements meet the Class "B" fire rating requirements contained within the current B.C. Building Code; ✓
 2. The City is saved harmless in the event of damage to individual homes as a result of the spread of fire through the urban/wildlife interface areas; ✓
 3. Fuel reduced buffers around individual homes from the house to the property boundary, or ten (10) metres in distance, whichever is lesser, are maintained. In this respect, fuel reduced shall mean the area may contain natural tree cover in locations approved by the City of Kamloops, but such owner must landscape and maintain the area with the intent of eliminating the accumulation of combustible debris; and ✓
 4. All eaves, attics, decks and openings under floors are screened to prevent the accumulation of flammable material; ✓
 5. All wood burning appliances are to be installed with approved spark arresters.
- 

The Covenantor shall register this covenant as a charge on the property in priority to all financial charges and proof of its registration must be provided to the City.

This is the instrument creating the condition or covenant entered into under Section 215 of the Land Title Act by the registered owner referred to herein and shown on the print of the plan annexed hereto and initialled by me.

Approved under the Land Title Act on the

15th day of JUNE, 1995


L.W. HAYTON

Approving Officer



MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTEREST

BANK OF MONTREAL

Holder of a Mortgage registered under Number KJ17642

CONSENT

WHEREAS by an instrument registered in the Land Title Office at Kamloops in British Columbia on the 6th day of March, 1995 under No. KJ17642 BANK OF MONTREAL was granted a mortgage ("the Prior Charge") in respect of the lands described in the attached Covenant ("the Subsequent Charge");

AND WHEREAS the Prior Chargee consents to and agrees that the Subsequent Charges shall have priority over the Prior Charge;

THEREFORE the Prior Chargee hereby approves of, joins, consents to and grants to City of Kamloops (the "Subsequent Chargee") priority over the interest of the Prior Chargee in the land and postpones the right, title and interest of the Prior Chargee in the land to the Subsequent Chargee as if the Prior Charge had been registered immediately after the registration of the Subsequent Charge and notwithstanding the respective dates and time of execution and registration of the charges or the respective dates of advancement of moneys under them.

IN WITNESS WHEREOF this Consent has been executed on one or more pages of the General Instrument.

"END OF DOCUMENT"

95 JUN 27 10 09

KJ049454

LAND TITLE OFFICE
KAMLOOPS

DF-20

CITY OF KAMLOOPS

TOURNAMENT CAPITAL OF BRITISH COLUMBIA

MUNICIPAL ACT
(Part 29)
NOTICE OF PERMIT

To: Registrar of Title
Land Title Office
Ministry of Attorney General
Suite 114, 455 Columbia Street
Box 19
Kamloops, BC V2C 6K4

06/27/95 A6610m DOC FIL 20.00

TAKE NOTICE that the land described below is subject to a permit issued by the City of Kamloops.

PARTICULARS OF PERMIT

<u>Permit Description</u>	
(a) Type of Permit	Development Permit No. 94-07 (Pineview Valley)
(b) Statutory Authority	Municipal Act, Section 980
Legal Description of Land Affected	Lot 4, Shown on a Plan of Subdivision of Part of the SW 1/4, Sec. 35, Tp. 19, Rge. 18, W6M, K.D.Y.D. prepared by J.J. Ward, BCLS and dated 1995 March 30 (1951 Lodgepole Drive) and the SW 1/4, Sec. 35, Tp. 19, Rge. 18, W6M, K.D.Y.D., except Plan KAPP 55062 (1705 Copperhead Drive).
Issue Date	1995, June 1
Expiry Date (if any)	(for Temporary Commercial or Industrial Permit only)

Use this box only for an amendment to a Land Use Contract by way of permit under Section 982 of the Municipal Act:

This notice relates to the amendment of Land Use Contract No. _____ which is registered as a charge against the above-described land. Particulars of the amendment may be obtained from the issuing authority.

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 1995 June 1

CITY OF KAMLOOPS
C. Wayne Vollrath
City Clerk
C. Wayne Vollrath

M.J.R. REGISTRAR SERVICES LTD.
14610

MVA
MUD



SAWPA CORNEMS DSDA PINEVIEW

7 VICTORIA STREET WEST, KAMLOOPS, B.C. V2C 1A2 • TELEPHONE (604) 828-3311 • FAXCOM 828-3578





DEVELOPMENT PERMIT

PERMIT NUMBER: 94-07 (Pineview Valley)

To: Frasersview Development (KAM) Corporation
(Inc. No. 342661)

(PERMITTEE OR ITS SUCCESSOR(S) IN TITLE)

Address: 1443 Hillside Place
Kamloops BC V2E 2E1

1. This Development Permit is issued subject to compliance with all applicable City of Kamloops By-laws except as specifically varied by this Permit.
2. This Development Permit applies to, and only to,

Lot 4, Shown on a Plan of Subdivision of Part of the SW ¼, Sec. 35, Tp. 19, Rge. 18, W6M, K.D.Y.D. prepared by J.J. Ward, BCLS and dated 1995 March 30 (1951 Lodgepole Drive) and the SW ¼, Sec. 35, Tp. 19, Rge. 18, W6M, K.D.Y.D., except Plan KAP 5 ~~sch 2~~ (1705 Copperhead Drive)
(Legal Description)

and any and all buildings, structures and other development thereon.
3. The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit, including but not limited to, the following:

All multiple family development inclusive of pre-manufactured housing areas shall be consistent with the design standards attached as Appendix "1".

- 2 -

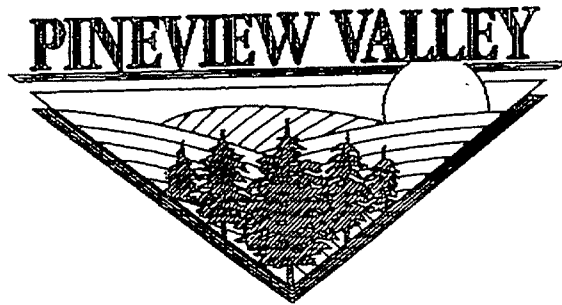
4. Notice shall be filed in the Land Title Office that the land described herein is subject to this Permit.
5. The terms of this Permit or any amendment to it are binding on all persons who acquire an interest in the land affected by the Permit.
6. This Permit is not a Building Permit.

AUTHORIZING RESOLUTION PASSED BY COUNCIL THE 13 DAY OF SEPTEMBER,
1998

ISSUED THIS 1 DAY OF JUNE, 1995.



C. WAYNE VOLLRATH
CITY CLERK



DESIGN STANDARDS

REVISED: JUNE 5, 1995



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PINEVIEW VALLEY PARK - DESIGN STANDARDS

1. Preamble

These design standards have been formulated by Fraserview Development Corporation (hereafter referred to as Fraserview) and apply to all development in Pineview Valley, a residential community located in the City of Kamloops. The design standards are needed so all those who want to participate in building the community know what is expected at the outset and are aware of Fraserview's commitment to quality development. The result of these standards will be a community with a strong overall character with the finished product being a reflection of the care given to all the individual pieces which comprise the built form.

The purposes of these standards are listed below, and every section which follows shall be so interpreted in reference to the following:

- to promote the development of Pineview Valley based on the premise it will be a community, rather than just another housing project;
- to establish a set of standards which deal with the key aspects of the site development and the built form;
- to establish standards which recognize the natural conditions and promote the sensitive integration of the development into the existing landform;
- to establish a review process that is clear and ensures all development is reviewed and approved by Fraserview;
- to provide an effective method of enforcing the standards;
- to measure all development against these standards.

2. Application

- .1 These design standards shall apply to all development within the SW¼ of Section 35, Township 19, Range 18 West of the 6th Meridian Kamloops District Yale Division (hereafter called Pineview Valley).
- .2 No building or object or structure or thing shall be erected, set up, converted, enlarged, reconstructed, or structurally adapted or altered except in compliance with these standards and any standard, form or colour not specially permitted is expressly prohibited.

- .3 All development within Pineview shall comply with these design standards and all applicable local, provincial and federal requirements.

3. Enforcement and Design Approval

- .1 These design standards shall be enforced by a Fraserview Development Corporation or its designate.
- .2 No development may occur without a complete set of plans being submitted to Fraserview for approval. Plans for approval shall be submitted in two stages: preliminary plans and detailed working drawings.
- .3 Preliminary plans shall be to scale and include at least:
 - site plan showing building location and footprint, driveway, sidewalk, utilities, existing trees, existing trees to be removed, existing grades, new grades, retaining walls, fencing, locations of new plant material; and
 - building floor plan showing dimensions and elevations; and
 - building elevation and section showing materials, details, and slope adaption as specified in the design guidelines; and
 - any other information Fraserview deems appropriate for it to reasonably understand the proposal.
- .4 Working drawings shall include at least:
 - grading plan showing existing and new grades, site drainage, and retaining structures; and
 - fully dimensioned landscape plans showing:
 - ▶ existing trees to be retained and limits of construction to protect trees;
 - ▶ existing trees to be removed;
 - ▶ retaining wall height, materials, and colour;
 - ▶ locations, species, sizes, spacing quantities of new plant material;
 - ▶ total area of on-site landscaping in square meters for groundcover or shrub planting;
 - ▶ depths of growing medium;
 - ▶ plant installation specifications;
 - ▶ all hard surface materials;
 - ▶ fencing details;
 - ▶ system layout and specifications for underground irrigation systems;
 - ▶ all edging materials;
 - ▶ mulch specifications;
 - ▶ building plans showing.

- fully dimensioned building plans showing:
 - ▶ all floors;
 - ▶ exterior building elevation;
 - ▶ building sections;
 - ▶ building details;
 - ▶ finishing materials;
 - ▶ outline specifications on construction material and building systems.
 - .5 Preliminary plans shall be approved by Fraserview prior to working drawings being prepared. Revisions to preliminary plans shall be incorporated into the working drawings.
 - .6 A \$5,000 irrevocable letter of credit, per unit payable to Fraserview shall be submitted with the detailed working drawings. The \$5,000 will be held in trust by Fraserview.
 - .7 Fraserview will review the working drawings, and if acceptable, will provide written authorization to proceed. The written authorization may specify a timeframe the development must be completed and any other conditions which are reasonable.
 - .8 If the development has been carried out in accordance with the approved plans, within the timeframe specified and conditions imposed by Fraserview, the letter of credit will be returned.
 - .9 If the development is not carried out in accordance with the plans, or has not been completed within a specified time frame, or it has not satisfied any conditions imposed by Fraserview, five (5) working days notice that the development must be completed as per the drawings will be provided by Fraserview, and, if after the notice period, it is not, Fraserview may utilize the letter of credit and complete the development. Any shortages or overruns shall be payable on demand and any surplus will be refunded.
4. **Definitions**

All words or phrases shall have their normal or common meaning except where it is changed, modified or expanded by the definitions set out below. For the purposes of these design standards, the definitions outlined below take precedence over any others.

"Basement" means that portion of a building partly underground, but having less than one-half its clear height below the average lot grade.

"Development" means the construction, erection or placing of any building, or structure on land; or the alteration of the natural landform by digging, grading or any other means; or the cutting or removal of any existing vegetation, or the importing or planting of any new vegetation;

"In situ single family dwelling" means a detached residential dwelling unit, other than a manufactured or modular home, designed to be construction in the location where it will be occupied by one family;

"Manufactured home" means a factory built, single storey single family dwelling capable of being transported after fabrication, on its own chassis and wheel system to a lot. Upon arrival on the lot, the manufactured home is suitable for occupancy except for incidental unpacking and assembly operations, placement of defined supporting structures and connection to utilities;

"Modular home" means a dwelling unit composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. Among other possibilities, a modular home may consist of sections transported to the site or a series of panels or room sections transported on a truck and erected or joined together on the site.

5. Design Standards

The following design standards apply to all development in Pineview Valley.

5.1 Architectural Standards

.1 General Standards

No building or structure shall be constructed, located or altered which contravenes the standards set out in the table below in which Column 1 sets out the item to which the standard applies and Column 2 sets out the standard.

a) Manufactured Homes

Column 1	Column 2
Driveways, Walks, Patios Retaining Walls	Concrete, pavers. Concrete block broken faced
Exterior Form	One storey Sloped roof Defined porch/entry.
Parking	Total of two spaces. One shall be an enclosed, attached garage with both spaces conforming to City of Kamloops requirements.
Exterior Finish Base/Walls Windows/Doors Trims, Sills Garage Doors Roofing Features Rails Fences	Stucco Wood or vinyl siding Masonry Metal, wood, composition Varied shape and form Wood, vinyl or formed stucco at doors, windows and features Panelled Asphalt or wood shingle Wood or iron Wood - solid with lattice
Accommodation Basement Main Upper	None Living/sleeping None

b) Modular/In-situ Single Family Dwelling

Column 1		Column 2
Driveways, Walks, Patios Retaining Walls		Concrete, pavers. Concrete block broken faced
Exterior Form		One and two storey Sloped roof Defined porch/entry.
Parking		Total of two spaces. One shall be an enclosed, attached garage.
Exterior Finish Base/Walls	Windows/Doors	Stucco Wood or vinyl siding Masonry Metal, wood, composition Varied shape and form
	Trims, Sills	Wood, vinyl or formed stucco at doors, windows and features
	Garage Doors	Panelled
	Roofing	Asphalt or wood shingle
	Chimneys	Masonry Stucco Wood/vinyl siding
	Features	
	Rails	Wood or iron
	Fences	Wood - solid with lattice
Accommodation	Basement	Sleeping or storage
	Main	Living
	Upper	Sleeping

c) Townhomes

Column 1		Column 2
Driveways		Asphalt paving
Walks, Patios		Concrete, pavers
Retaining Walls		Concrete block broken faced
Exterior Form		One and two storey Sloped roof Defined entry Staggered alignment Maximum 5 units per block
Parking		Enclosed one or two car garage attached or enclosed parking under
Exterior Finish Base/Walls		Stucco Wood or vinyl siding Masonry
Windows/Doors		Metal, wood, composition Varied shape and form
Trims, Sills		Wood, vinyl or formed stucco at doors, windows and features
Garage Doors		Panelled
Roofing		Asphalt or wood shingle
Chimneys		Masonry Stucco Wood/vinyl siding
Features		
Rails		Wood or iron
Fences		Wood - solid with lattice
Accommodation	Basement Main Upper	Sleeping or parking Living Sleeping

d) Apartments

Column 1	Column 2
Driveways	Asphalt paving
Walks, Patios	Concrete, pavers
Retaining Walls	Concrete block broken faced
Exterior Form	Three or four storey Flat roof with accent forms, raised ceilings and/or skylights Strong entry Varied building face Max length one plane 100' Use bay window/ projections inset balconies
Parking	Underground
Exterior Finish Base/Walls Windows/Doors Trims, Sills Garage Doors Roofing Chimneys Features Rails	Stucco Wood or vinyl siding Masonry Metal, wood, composition Varied shape and form Wood, vinyl or formed stucco at doors, windows and features Panelled Built-up Masonry Stucco Wood/vinyl siding Wood or iron
Accommodation	Apartment suites Amenity and storage

2 Building Form

a) *Manufactured, Modular and In-situ Single Family Dwelling*

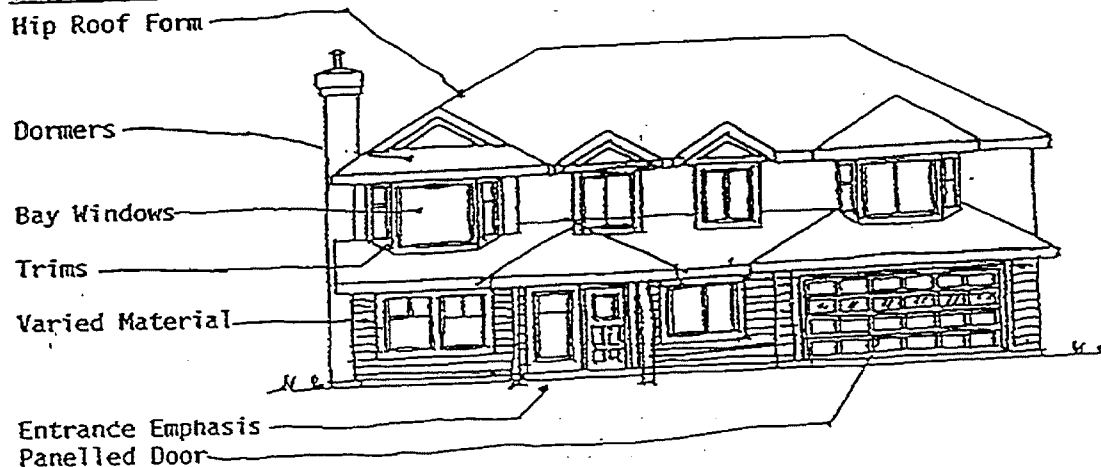
The building form for manufactured, modular and in-situ single family dwellings shall conform to the following standards:

- **Roof:**
 - Roof forms must be varied and/or modulated in shape and/or incorporate substantial dormers or similar elements;
 - Provide overhangs.

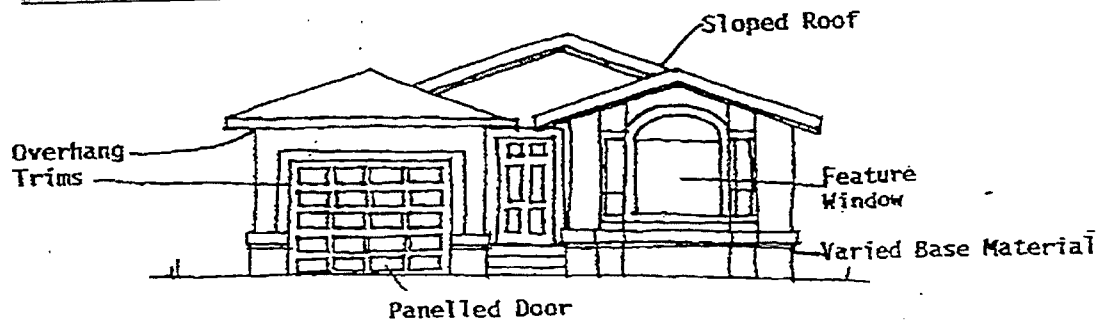
- **Walls:**
 - Windows, doors and features shall have accent trims;
 - Single storey homes may be of one material;
 - Other homes shall use two materials by way of base or similar architectural finish treatment.

- **Sketch Guide**
 - Design characteristics, such as those shown below, shall, wherever reasonable, be included in the design.

Modular Home



Manufactured Home



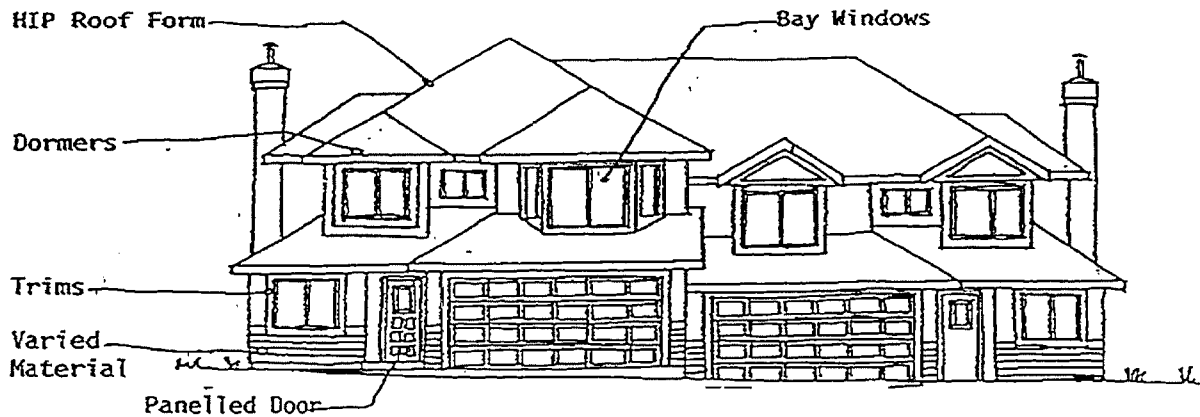
b) *Townhomes*

The building form for townhomes shall conform to the following standards:

- **Roof**
 - Roof forms must be varied and/or modulated in shape and/or incorporate substantial dormers or similar roof elements;
 - Provide overhangs.

- **Walls**
 - Windows, doors and features shall have accent trims;
 - Two or three storey homes may use one or more materials in combination with varied building form and/or accent features.

- **Sketch Guide**
 - Design characteristics, such as those shown below, shall, wherever reasonable, be included in the design.



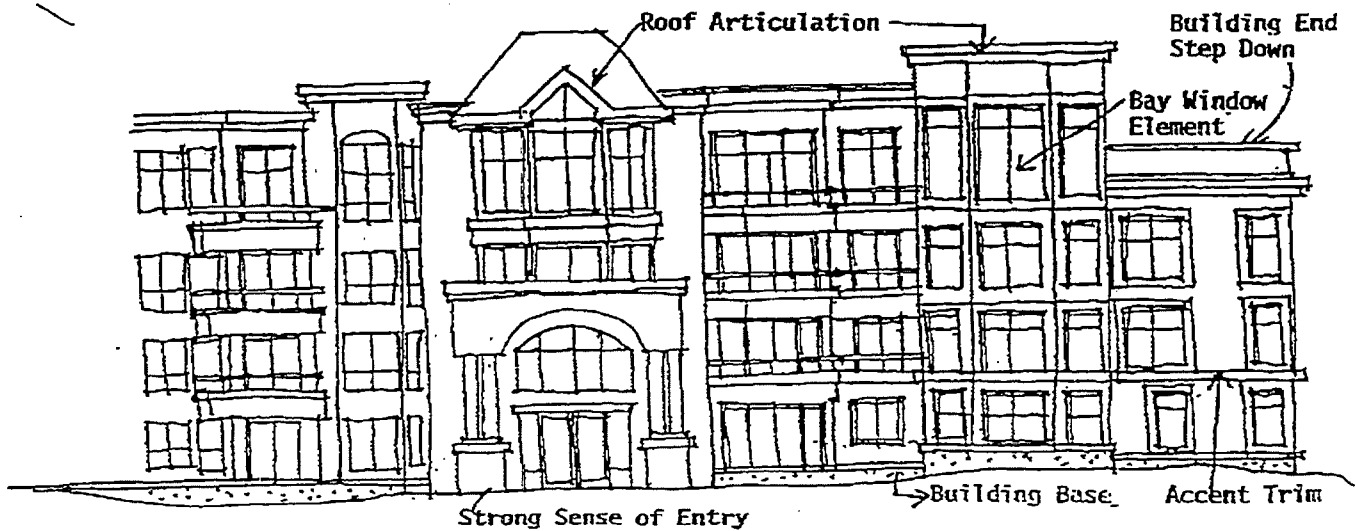
c) Apartments

- Roof
 - Roof forms may be sloped or flat and should be varied and modulated in shape and substantially articulated with dormers, gables, tower forms or similar elements;
 - Large masses should be broken up into smaller masses;
 - Building ends should step down to reduce the perceived height.

- Walls
 - Windows, doors and features shall have accent trims;
 - The base should be expressed with different treatment and/or varied material;
 - The building mass should be broken up through articulation of building footprint and elevations to provide diversity and visual interest;
 - Building form should step to follow slope of sites;
 - Walls should be articulated including recesses, balconies, bay windows, window openings and other features.

- Entry
 - A strong sense of entry to the apartment building should be defined with roofs, walls, accented paving and entry features.

- Sketch Guide
 - Design characteristics, such as those shown below shall, wherever reasonable, be included in the design.



.3 Colour

A limited palette of colours is proposed to create overall harmony within the development — at the same time providing variation so as to avoid monotony and regimentation.

All housing types shall have exterior colours consistent with the general "Colour Concepts", as outlined in Appendix I. Nominal variations from the "Colour" samples to suit material and/or manufacture variation will be approved by Fraserview.

The colours shown are drawn from the Benjamin Moore Paints Heritage range and are intended to indicate general colour and tone. Equivalent colours from other manufacturer's are acceptable.

5.2 Site Development and Landscape Standards

.1 Tree Retention

- Tree retention measures shall be an integral part of the design and construction process.
- Plans must demonstrate that a diligent effort has been made to retain as many significant trees as possible. Key considerations will be site layout and grading.
- Building design and layout must consider potential for tree retention. (i.e. an "L" shaped footprint may retain a significant tree in the front or yard a rectangular building footprint wouldn't).

All trees to be removed must be clearly identified on the plans submitted to Fraserview for approval. Trees to be retained must also be identified on the plans and flagged on the site.

- Criteria for tree removal includes:
 - poor condition poses a hazard;
 - tree location is too close to a future structure and structure repositioning is not feasible;
 - the removal of the tree will enhance the health of remaining trees;
 - selective thinning/clearing is desired to open up views without having a noticeable impact on tree cover density.
- Tree retention in the modular home site must, wherever practical, include rear and side yards adjacent to property lines. Potential lack of privacy can be overcome by retaining massings of trees at property lines.

- Trees which were to be retained but lost or damaged extensively during construction due to inadequate protection shall be replaced with three, four inch calliper trees for every tree lost. Tree species and location will be site specific and as per Fraserview's instructions.

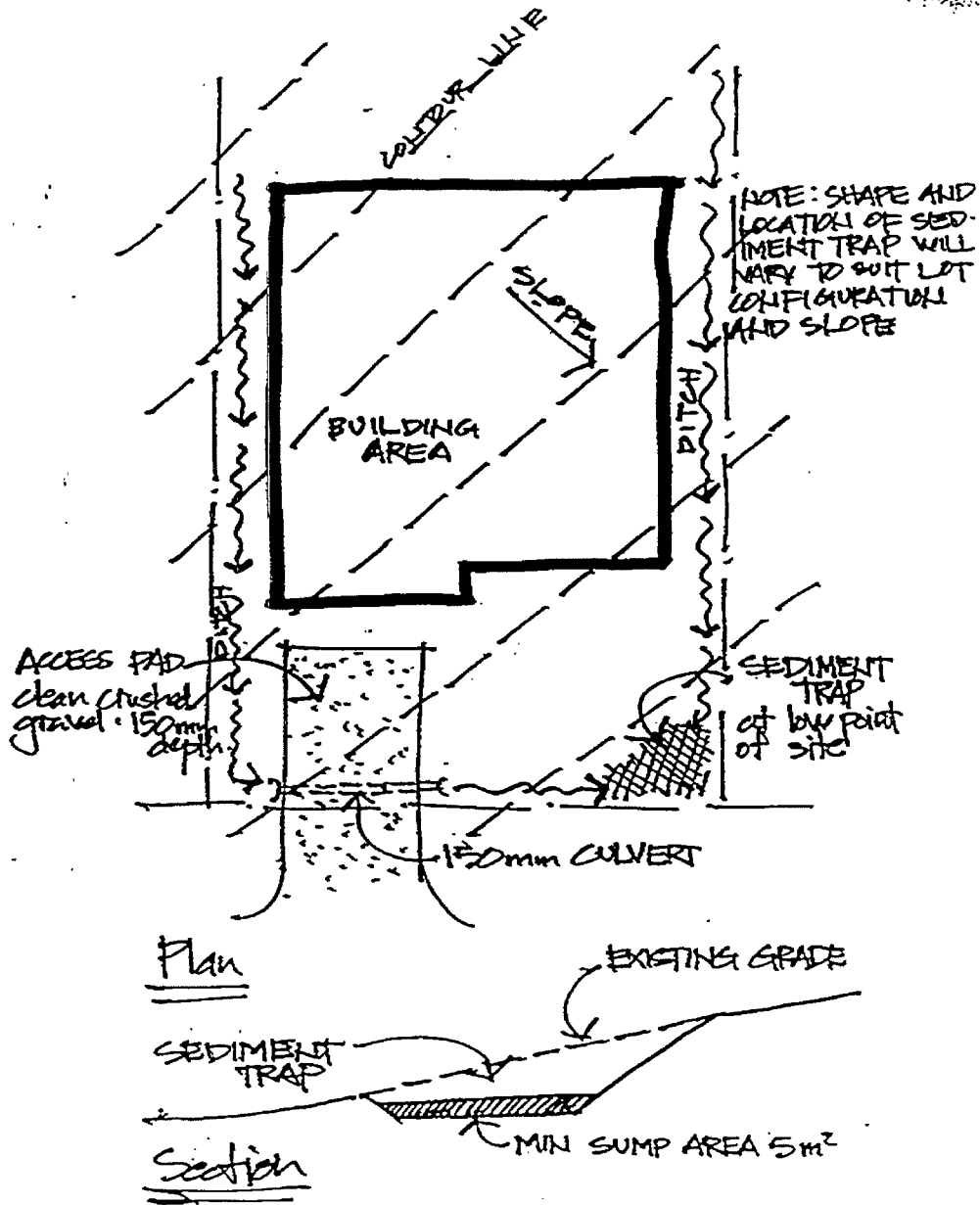
.2 Lot Grading

- Large graded terraces for building pads or parking shall be avoided.
- A manufactured appearance shall be avoided by creating smooth flowing contours of varying gradients with slopes ranging from 2 (horizontal):1 (vertical) to 5 (horizontal):1 (vertical).
- Sharp cuts and fills and long linear slopes that have uniform grade shall be avoided.
- Slope banks shall be rounded at top and toe.
- Terracing shall be designed with small incremental steps, avoiding wide step terracing and large areas of flat pads.
- Large retaining walls in a uniform plane shall be avoided. Walls shall be broken into smaller components and terraces.
- Retaining wall material shall be concrete block, broken faced.
- Building design shall be suited to sloping sites to minimize grading requirements. Multilevel buildings that step down a slope will maximize the extent of the site that can remain at natural grade.

.3 Stormwater Management and Silt Control

- The need for channelling drainage and providing a sediment trap shall be assessed at the preliminary plan stage and control measures incorporated into drawings for approval by Fraserview.
- Where significant cut slopes or other areas liable for erosion and established, the builder will be expected to immediately cover these areas with vegetation (ie. hydroseed, slope adaptive plantings).
- Sediment traps shall be cleaned when accumulated sediments equal half of trap storage capacity.

- The builder, shall be responsible for all aspects of erosion and sediment control as needed to control water run off from the site during construction. Attention to sediment is particularly important in the areas adjacent to the linear park and the builder may be required to address the issue using the following detail as the basis for the control.



Building Site Sediment Control

4 Landscape Restoration

There will be considerable cuts and fills throughout the property for road construction and preparation of residential sites. The steeper the slope the more susceptible to erosion problems. Landscape restoration will address any disturbed area where soils are exposed. Slopes are of particular concern and may involve bioengineering techniques in addition to hydroseeding. The goal is to quickly stabilize earthwork slopes and in general revegetate disturbed areas to avoid erosion problems and enhance site appearance.

- Landscape restoration shall be an integral part of site grading works and plans submitted for approval shall include a detailed restoration program.
- Disturbed areas must be revegetated as quickly as possible. Areas of exposed erodible soils shall be revegetated within two weeks after exposure unless Fraserview has provided a written time extension.
- It will be necessary to revegetate long term stock piles (more than 2 months) to avoid erosion and off site deposition of wind blown materials.
- The use of plant material for slope stabilization (bioengineering) versus retaining walls shall be applied where feasible.

5.3 Neighbourhood Commercial — Site Development

The inclusion of a commercial use in the community represents an opportunity to create a neighbourhood centre in combination with the community centre and water feature. The commercial site should therefore be of a character that contributes to the desired neighbourhood identity. A typical suburban mini mall development is not desirable. A more urban form is represented in the masterplan and should be further developed in detailed design.

- Parking shall be behind the building and the building shall be as close to the street as permitted by the City of Kamloops Zoning Bylaw No. 5-1-200.
- Walkways shall be located adjacent to Hugh Allan Drive and Copperhead Drive. The walkways shall have strong connections to the intersection and pedestrian crosswalks. The walkway may include areas for outdoor seating adjacent to storefronts (i.e. coffee shop).

- The grade of the walkways and ground floor elevation of the building shall not be below the intersection grade of Copperhead and Hugh Allan. The walkway grade must be above the road grade to provide separation and a view which looks down onto arterial roads. The building walkway shall be separated from the edge of arterial roads by a landscaped strip.
- Signage shall conform to the signage requirement as set out in Section 8 of these design standards.

6. Landscape Standards

.1 Overview

Attractive landscaping and the retention of existing trees is important for both individual parcels and as part of the overall character of the neighbourhood. Landscape standards pertaining to the streetscape, tree retention and landscape restoration are outlined under earlier headings. Site landscaping addresses residential and commercial property. Site landscaping in Pineview Valley should be to a high standard in order to maximize neighbourhood aesthetics and achieve water conservation goals promoted by the City of Kamloops.

a) *Water Conservation*

- The City of Kamloops has embarked on a major initiative that promotes water saving landscapes often referred to as Xeriscape. Xeriscape does not imply a reduction of aesthetics, only a reduction of water requirements. The Pineview Valley represents an excellent opportunity to apply water conserving techniques in the design of residential and commercial sites. All landscaping shall, wherever practical, incorporate xeriscape principles into the design.

b) *British Columbia Landscape Standard and City of Kamloops Landscape Guidelines*

- Standards prepared jointly by the B.C. Society of Landscape Architects and the B.C. Nursery Trades Association shall be considered as the acceptable level of quality to be equalled or bettered in construction documents and the built product for all residential and commercial lots. These standards are endorsed by the B.C.S.L.A. and the B.C.N.T.A.

The Landscape Guidelines prepared by the City of Kamloops apply specifically to multi-family residential and commercial development and shall be used in conjunction with the B.C. Landscape Standard as a minimum standard for quality control.

.2 In Situ-Single family dwelling

- The builder shall landscape the area between the front of the single family dwelling and the front parcel line (i.e. the front yard) prior to signing an agreement for sale.
- Front yard minimum landscape requirements shall include:
 - 30% of the landscape area (excludes all hard surfaces) shall be landscaped with shrubs and/or ground cover. Therefore no more than 70% of the front yard landscape shall be lawn;
 - planting beds shall be used to accentuate building entry and soften edge of building at ground;
 - plant species shall be selected from the plant list for the Pineview Valley site (see Appendix II);
 - one deciduous street tree shall be planted within the road right-of-way 1.0 metre beyond lot property line. Tree species and specifications shall be as noted in the street tree masterplan (see Appendix III). The street tree shall be included in all landscape plans;
 - all lawn in front yards shall be sodded;
 - in addition to the street tree, another tree shall be planted in the front yard. The size is to be at least 65 mm (2.5") calliper or 2.4 m (8') height;
 - shrubs shall not be planted at less than 900 mm on centre;
 - ground cover shall not be planted at less than 300 mm on centre;
 - all shrubs shall not be less than two gallon containers
 - all ground covers shall not be less than 10 cm containers;
 - minimum depths of topsoil shall be:
 - ▶ grassed areas - 150 mm (6")
 - ▶ shrub/ground cover beds - 450 mm (18")
 - ▶ trees - minimum 150 mm (6") completely around rootball perimeter
 - samples of proposed topsoil and bark mulch shall be submitted to Fraserview for approval;
 - topsoil shall be friable loam, neither heavy clay or very light sandy nature. It must be clear of roots, sod, and stones in excess of 50 mm (2") and should have a pH range of 5.5 to 7.5. On site native organic topsoil may be used provided it meets requirements. Peat moss, sand, manure and fertilizer can be added to native topsoil deficient in nutrient characteristics;
 - the builder will be responsible for maintaining the lot landscape until the home purchaser takes occupancy. Maintenance procedures will ensure the lot landscape remains attractive to the satisfaction of Fraserview.

c) *Townhomes/Apartment Sites*

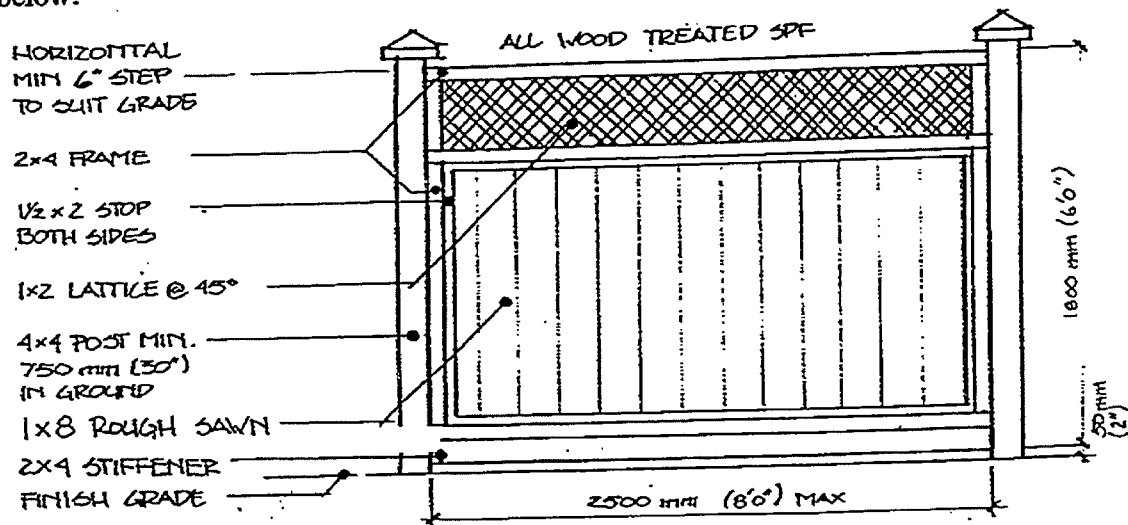
- Entrances shall be designed as landscape features;
- Parking lots, garbage bins and mechanical equipment shall be screened by a combination of walls, fencing and plantings;
- Planting at the top and bottom of retaining walls soften appearance and enhance walls as an architectural element in the landscape. Stepped walls shall be landscaped with materials that climb or drape over wall surfaces;
- Steep slopes up to 1:1 can be effectively landscaped using slope adaptive plantings. Landscaped slopes versus retaining walls will be preferred;
- Where sites are adjacent or incorporate natural areas, the landscape design shall achieve a sense of integration. Plant selection, location and edge alignment shall respond to the natural landscape;
- Where mature trees are retained, they shall be considered as site features and incorporated into the landscape design;
- The landscape edge between linear park and townhome and apartment sites shall avoid delineating a formal line between public and private property. The park landscape shall bleed into the residential property. Landscape design for those sites shall carefully consider integration and compatibility with park landscape.
- A minimum of 20% of the landscape area (excludes all hard surfaces) shall be landscaped with shrubs and/or ground covers. Therefore no more than 80% of the landscape shall be lawn.
- Potential locations for planting beds include vehicular and pedestrian entry points to the site, building entrances, existing trees retained in the project, and amenity features.
- Plant species selection, spacing, size, and topsoil requirements as per single family landscape.
- Walkways to be concrete and/or concrete pavers.
- Stairways along walkways shall be avoided. Barrier free pedestrian circulation shall be provided to ensure access to major building entrances, walkways, and all amenity areas.
- Walkways not adjacent to roads and parking shall be lighted.

- All roads and parking areas shall be lighted to provide for adequate safety and security. Lighting style to be compatible with the building design and indicated in approval drawings.

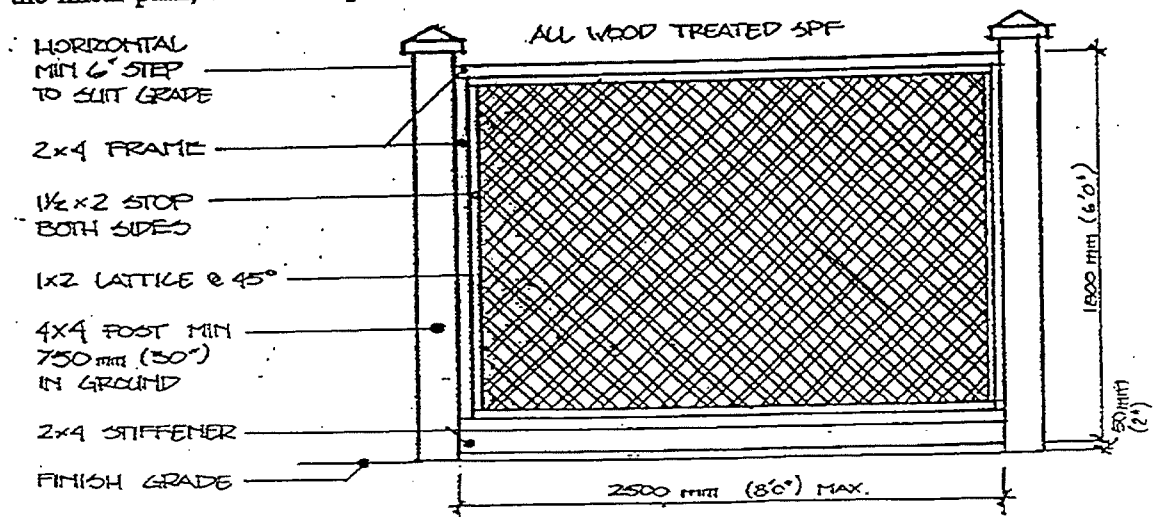
7. Fencing

Fencing is required to delineate property boundaries, provide privacy and restrict access. In addition to meeting the needs of individual property owners, fencing will contribute to overall aesthetics of the neighbourhood.

Fencing along all rear and side property lines, except rear parcel lines in the manufactured housing cells, adjacent to the linear park, shall be as per the detail below.



Fencing along the rear property line in the manufactured housing cells, adjacent to the linear park, shall be as per the detail below.

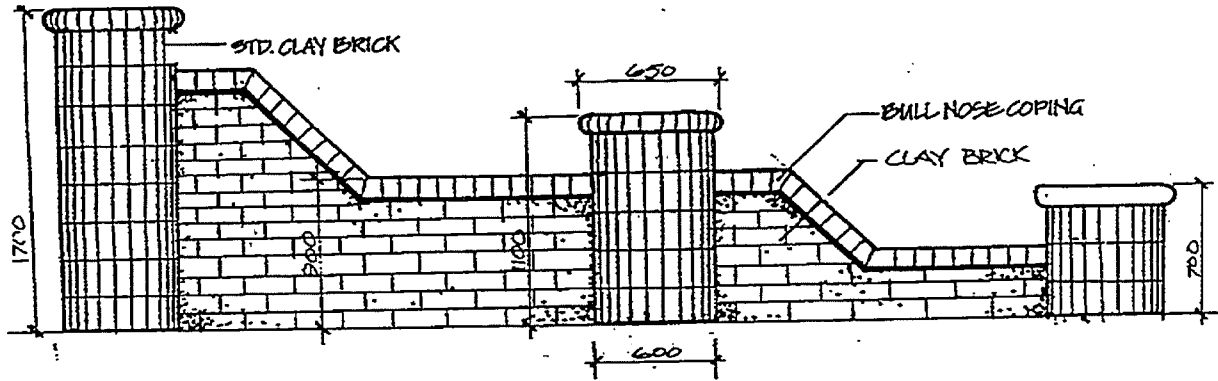


Fencing between the neighbourhood commercial site and the adjacent in-situ single family shall be same as per the in situ-family side parcel lines.

No fencing will be permitted along the front parcel line.

In modular, manufactured and in situ development cells, no fencing will be permitted that extends beyond the front of the building.

Strata projects shall include a low decorative wall at vehicular access points as part of the entry treatment. Wall design shall be consistent with the detail as shown below, (ie. materials, height) however some variation will be permitted.



8. Signage

- Signage for the commercial building shall be low key and integrated with the building architecture. Large volume back-lite signage will not be permitted. Signage design must take in consideration overall visual impact on the intersection streetscape.
- Signage for strata projects shall be limited to raised address numbers mounted onto a low brick wall (see fencing for brick wall detail). Entry signage design and location shall be incorporated into preliminary plans.

APPENDIX I
COLOR CONCEPTS

**APPENDIX II
PINEVIEW VALLEY PLANT LIST**

The plant species listed represent materials that are well suited to the Pineview Valley site. Other suitable plants will be considered, however use of the recommended species shall be incorporated into landscape designs as much as possible.

TREES

Armur Maple
Austrian Pine
Bird Cherry
Cockspur Hawthorn
Colorado Spruce
Common Hackberry
Eastern Red Cedar
Flowering Crabapple
Green Ash
Interior Douglas Fir
Lodgepole Pine
Mountain Ash
Paper Birch
Ponderosa Pine
Red Maple
Russian Olive
Rock Mountain Juniper
Shubert Chokeberry
Staghorn Sumac
Trembling Aspen
Western Larch

SHRUBS

Alpine Currant
Austrian Copper Rose
Big-basin Sagebrush
Birch-leaved Spiraea
Coralberry
Genista
Juniper
Lilac
Mock Orange
Mugho Pine
Ninebark
Oregon Grape
Potentilla
Red Chokeberry
Red-twig Dogwood
Rugosa Rose
Sand Cherry
Saskatoon
Sea Buckthorn
Silverberry
Smokebush
Smooth Sumac
Snowberry
Wayfaring Tree
Winged Burning Bush
Wood's Rose

APPENDIX II
PINEVIEW VALLEY PLANT LIST (Con't)

PERENNIALS

Avens
Azure Sage
Blood-red Cranesbill
Butterfly Weed
Coneflower
Cushion Spurge
Daylily
Gayfeather
Ground Pink
Hollyhock Mallow
Lavender
Lupine
Maltese Cross
Marguerite
Mountain Bluet
Noble Goldenrod
Pasque Flower
Perennial Flax
Penstemon
Purple Coneflower
Red-hot Poker
Sundrop
Tartarian Aster
Thrift
Wild Bergamont
Yarrow

VINES &
GROUND COVERS

Bearberry
Creeping Lilyturf
Goutweed
Horizontal Juniper
Hall's Honeysuckle
Silver Mound Artemesia
Silver Lace Vine
Snow-In Summer
Spring Cinquefoil
Wooly Thyme

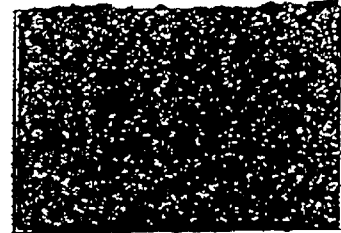
ORNAMENTAL
GRASSES

Blue Fescue
Bulbous Oat Grass
Maiden Grass
Mosquito Grass
Ribbon Grass
Sand Love Grass
Zebra Grass

PINEVIEW VALLEY
ARCHITECTURAL GUIDELINES - COLOUR

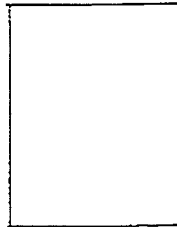
COLOUR CONCEPT ONE - TEAL

ROOF
ASPHALT SHINGLES

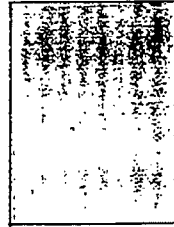


BP TURQUOISE

SIDING
VINYL SIDING /
STUCCO



BJ MOORE 717



BJ MOORE 718

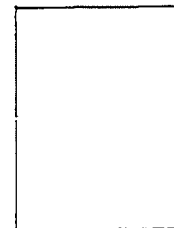


BJ MOORE 719

TRIMBOARD

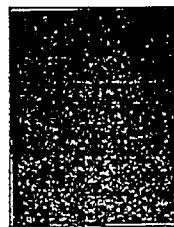


BJ MOORE 873

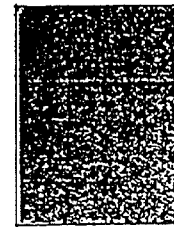


BJ MOORE 894

FASCIAS

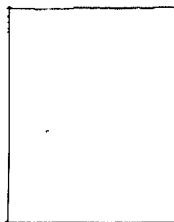


BJ MOORE 720

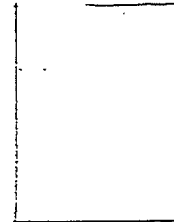


BJ MOORE 1228

WINDOWS



WHITE



BEIGE

PINEVIEW VALLEY
ARCHITECTURAL GUIDELINES - COLOUR

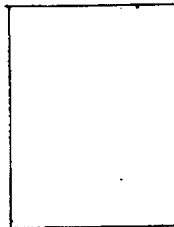
COLOUR CONCEPT TWO - DUSTY ROSE

ROOF
ASPHALT SHINGLES



BP DUSTY ROSE

SIDING
VINYL SIDING /
STUCCO



BJ MOORE 1242

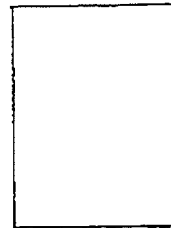


BJ MOORE 1243



BJ MOORE 1244

TRIMBOARD

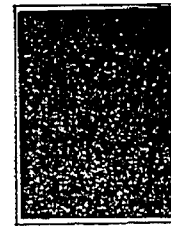


BJ MOORE 873

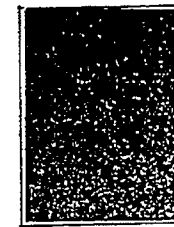


BJ MOORE 1584

FASCIAS

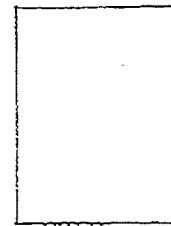


BJ MOORE 1258



BJ MOORE 1588

WINDOWS

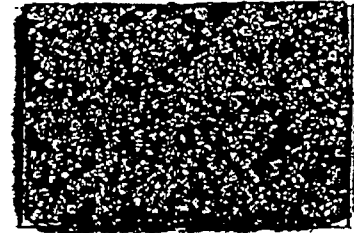


WHITE

PINEVIEW VALLEY
ARCHITECTURAL GUIDELINES - COLOUR

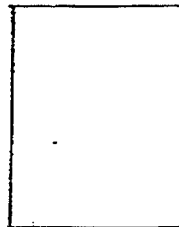
COLOUR CONCEPT THREE - CREAM

ROOF
ASPHALT SHINGLES

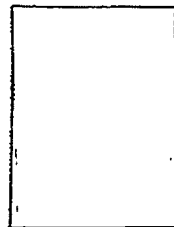


BP PEARL GREY

SIDING
VINYL SIDING/
STUCCO



BJ MOORE 877



BJ MOORE 1016

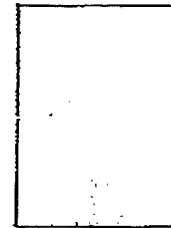


BJ MOORE 1017

TRIMBOARD



BJ MOORE 873



BJ MOORE 709

FASCIAS



BJ MOORE 1019

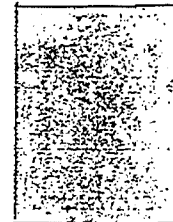


BJ MOORE 712

WINDOWS



WHITE

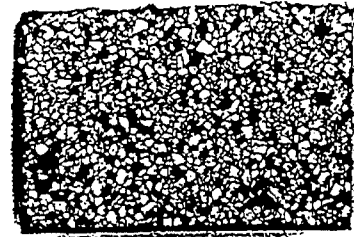


BEIGE

PINEVIEW VALLEY
ARCHITECTURAL GUIDELINES - COLOUR

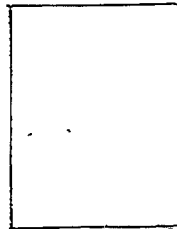
COLOUR CONCEPT FOUR - WARM BEIGE

ROOF
ASPHALT SHINGLES



BP TAUPE

SIDING
VINYL SIDING /
STUCCO



BJ MOORE 1226

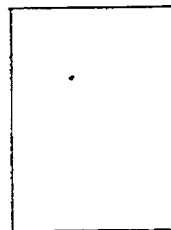


BJ MOORE 1227



BJ MOORE 1228

TRIMBOARD



BJ MOORE 873



BJ MOORE 1447

FASCIAS



BJ MOORE 1229

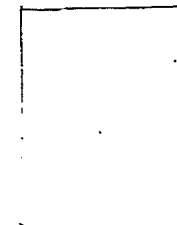


BJ MOORE 1449

WINDOWS



WHITE



BEIGE

KJ049461

KJ049462

LAND TITLE OFFICE
KAMLOOPS

Assessor Notified

C 50
C 50

Land Title Act
FORM C
(Section 219.81)
Province of British Columbia

City of Kamloops

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

1. APPLICATION: MJB REGISTRY SERVICES LTD #10334
Karen Hellmich, Agent for 14610
B. C. Hydro and Power Authority, Telephone: 623-4377
333 Dunsmuir Street, Vancouver, B.C., V6B 5R3

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
014-368-366 The SW 1/4 of Sec 35, Tp 19, Rge 18, W6M, KDYD Except that part included in a plan of
Subdivision of the SW 1/4 of Sec 35, Tp 19, Rge 18, W6M, KDYD prepared by J.J. Ward, BCLS
and completed on the 30th day of March 1995.
(called "the Land" in the attached Terms of Instrument - Part 2)

3. NATURE OF INTEREST:
Description Document Reference Person Entitled to Interest
A Statutory Right of Way for B. C. Hydro Clauses II & III Transferee (B.C. Hydro) ✓
A Statutory Right of Way for BC TEL Clauses II & IV Transferee (BC TEL) ✓

4. TERMS:
(a) Filed Standard Charge Terms D.F. No. 06/27/95 A6610m CHARGE 100.00 ✓
(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): FRASERVIEW DEVELOPMENT (KAM) CORPORATION (Inc. No. 342661)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, ✓
333 Dunsmuir Street, Vancouver, B. C., V6B 5R3 (herein called "B.C. Hydro")
(As to one Statutory Right of Way)
BC TEL, (Extra Provincial No. 1801A) ✓
3777 Kingsway, Burnaby, B. C., V5H 3Z7
(As to one Statutory Right of Way)

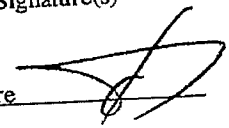
7. ADDITIONAL OR MODIFIED TERMS: N/A

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.

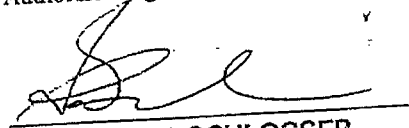
Officer Signature(s)

Execution Date
Y M D
95 6 19

Party(ies) Signature(s)

Signature 

FRASERVIEW DEVELOPMENT
(KAM) CORPORATION by its
Authorized Signatory


ROGER SCHLOSSER

DAVID R. WAY,
Barrister & Solicitor
302 - 566 Lougheed Hwy.,
Coquitlam, B.C. V3K 3S3

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSBC 1979, c. 116, 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.
File No.: 603-1602.0(2571) Originator: KH/ic/bb Date: 95/05/30
Doc type: Tripartite Agreement/BED

TERMS OF INSTRUMENT - PART 2

WHEREAS the Transferor (as set out in Item 5 of General Instrument - Part 1) is the registered owner of that certain parcel or tract of land and premises (the "Land") described in Part 1 of Schedule "A" attached hereto;

AND WHEREAS each of British Columbia Hydro and Power Authority (herein called "B.C. Hydro") and BC TEL desires to obtain from the Transferor a statutory right of way to construct certain works on, over and under portion(s) of the Land (the "Right of Way Area") described in Part 2 of Schedule "A" attached hereto;

AND WHEREAS the Transferor has agreed to grant each of B.C. Hydro and BC TEL a statutory right of way in respect of the Right of Way Area;

AND WHEREAS a statutory right of way is necessary for the operation and maintenance of the undertaking of each of B.C. Hydro and BC TEL.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and now paid by each of B.C. Hydro and BC TEL to the Transferor:

I. INTERPRETATION

In this Indenture:

- (a) the expression "the Works" insofar as it relates to the rights and responsibilities of B.C. Hydro means the things to be constructed, erected, strung, installed, laid down, placed, replaced, operated or maintained by B.C. Hydro as mentioned in paragraphs II and III;
- (b) the expression "the Works" insofar as it relates to the rights and responsibilities of BC TEL means the things to be constructed, installed, laid down, placed, erected, strung, replaced, operated or maintained by BC TEL as mentioned in paragraphs II and IV;
- (c) BC TEL and the expressions "Transferor" and "B.C. Hydro" shall be deemed to include the heirs, executors, administrators, successors and assigns of such parties wherever the context or the parties hereto so require; and
- (d) where the expression "Transferor" includes more than one person, all covenants herein on the part of the Transferor shall be construed as being several as well as joint;
- (e) wherever the singular or the masculine are used, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties so require.

Tripartite Agreement/BED

II. The Transferor DOTH HEREBY GRANT, CONVEY AND CONFIRM separately unto each of B.C. Hydro and BC TEL in perpetuity the full, free and uninterrupted right, liberty and statutory right of way for each of them and their respective employees, agents, permittees, invitees, licencees, servants, officials, workmen, machinery and vehicles at all times hereafter, by day and night and at their will and pleasure, for the benefit of each of B.C. Hydro and BC TEL:

FIRSTLY: to enter, labour, go, return, pass and repass upon and along the Right of Way Area; and

SECONDLY: to construct, erect and maintain on the Land, including the Right of Way Area, as each of B.C. Hydro and BC TEL sees fit, guy wires and anchors for supporting poles erected on the Right of Way Area; and

THIRDLY: if the Right of Way Area forms a portion or portions of the Land, to have reasonable unobstructed access over the Land to and from the Right of Way Area for the purpose of carrying out the Works; and

FOURTHLY: to clear the Right of Way Area and keep it clear of all or any part of any trees, buildings, obstructions or damaging or interfering growth now or hereafter on the Right of Way Area which might, in the opinion of either B.C. Hydro or BC TEL, interfere with or endanger the construction, erection, stringing, operation, maintenance, removal, replacement, excavation for, or installation of the Works or any part thereof; PROVIDED THAT the Transferor may gravel or pave with asphalt the surface of the Right of Way Area and may use the surface of the Right of Way Area for the lawful parking of automobiles, except automobiles wholly or partly loaded with flammable materials, or for storage of non-flammable goods, provided the same does not interfere with the Works, and subject always to the right each of B.C. Hydro and BC TEL to remove the same at any time for the purpose of facilitating the installation, maintenance, repair, replacement or removal of any of the Works; and further subject to the right each of B.C. Hydro and BC TEL to cut, break up, excavate in and remove any such gravel or asphalt paving for the aforementioned purposes; PROVIDED THAT whichever of B.C. Hydro or BC TEL removes such gravel or asphalt or stored materials replaces the same in as near the pre-removal condition as practicable and bears all costs of removing or replacing said gravel or asphalt paving or stored materials; AND FURTHER PROVIDED THAT the Transferor may erect and maintain a wooden boundary fence, so long as the same does not interfere with the Works, and subject to the right of each of B.C. Hydro and BC TEL to remove such fence at any time for the purpose of facilitating the installation, maintenance, repair, replacement, or removal of any of the Works; PROVIDED THAT whichever of B.C. Hydro or BC TEL removes such fence, replaces such fence in as near its pre-removal condition as practicable and bears all costs of removing or replacing such fence; and

FIFTHLY: to trim or cut down those trees on the Land if elsewhere than on the Right of Way Area which, in the opinion of either of B.C. Hydro or BC TEL, are or may become dangerous to the Works or any part thereof; and

SIXTHLY: generally to do all acts necessary or incidental to the business of each of B.C. Hydro and BC TEL in connection with the Works,

TO HAVE AND TO HOLD unto the benefit of each of B.C. Hydro and BC TEL from and after the date hereof FOREVER.

Tripartite Agreement/BED

III. The Transferor DOTH HEREBY GRANT, CONVEY AND CONFIRM unto B.C. Hydro the full, free and uninterrupted right, liberty and statutory right of way for B.C. Hydro, its employees, permittees, invitees, licencees, servants, officials, workmen, machinery and vehicles at all times hereafter, by night and day and at their will and pleasure, for the benefit of B.C. Hydro:

FIRSTLY: to make surveys, tests and examinations upon the Right of Way Area and to construct, erect, string, operate, maintain and replace poles with guy wires, brackets, cross-arms, insulators, transformers, and anchors and their several attachments and one or more lines of wire, for the purpose of the transmission and distribution of electrical energy and for communication purposes and for any of such purposes to dig up the soil of the Right of Way Area and to place underground cables or conduits on, over or under the Right of Way Area; and

SECONDLY: to string wires over the Land and to dig up the soil thereof and to place underground cables, conduits and transformers on or under the Land for the purpose of transmitting and distributing electrical energy and for communication purposes from the Right of Way Area to buildings and structures on the Land if the Right of Way Area forms a portion or portions of the Land, or on lots immediately adjoining the Land, and to street lights on public roads adjacent to the Land.

TO HAVE AND TO HOLD unto and for the benefit of B.C. Hydro from and after the date hereof, FOREVER.

IV. The Transferor DOTH HEREBY GRANT, CONVEY AND CONFIRM unto BC TEL the full, free and uninterrupted right, liberty and statutory right of way for BC TEL, its employees, permittees, invitees, licencees, servants, officials, workmen, machinery and vehicles at all times hereafter, by night and day and at their will and pleasure, for the benefit of BC TEL:

FIRSTLY: to make surveys, tests and examinations upon the Right of Way Area and to excavate the soil thereof and to construct, install, lay down, place, operate and maintain conduits, lines and pipes of every kind, together with ancillary appliances and fittings, for the purpose of transmitting, transporting, containing, controlling, protecting or metering telephone, other forms of communication or telecommunications services in, under and through the Right of Way Area as BC TEL may require or may deem expedient, and the same to cover with soil, alter, enlarge, remove, repair, renew, maintain, inspect and replace as may be deemed necessary and expedient by BC TEL, its employees, permittees, invitees, licencees, agents, servants, officials and workmen or any of them; and

SECONDLY: upon the Right of Way Area to construct, erect, string, operate, maintain and replace poles with guy wires, brackets, cross-arms, insulators, transformers and anchors and their several attachments and one or more lines of wires, or cables including fibre optic cables for the transmission of telephone, other forms of communication or other telecommunications services, and for any of such purposes to dig up the soil of the Right of Way Area and to place underground cables including fibre optic cables and conduits on, over or under the Right of Way Area; and

THIRDLY: to string wires over the Land and to dig up the soil thereof and to place underground cables including fibre optic cables and conduits on or under the Land for the purpose of transmitting telephone and other forms of communication or other telecommunications services from the Right of Way Area to buildings and structures on the Land, if the Right of Way Area forms a portion or portions of the Land, or on lots immediately adjoining the Land,

Tripartite Agreement/BED

TO HAVE AND TO HOLD unto and for the benefit of BC TEL from and after the date hereof, FOREVER.

V. The Transferor HEREBY FURTHER COVENANTS AND AGREES separately with each of B.C. Hydro and BC TEL that the Transferor will not plant any trees or shrubs exceeding or which might grow to exceed fifteen (15) feet in height, or make, place, erect or maintain any building, structure, foundation, pavement, excavation, well, pile of material or obstruction upon the Right of Way Area which, in the opinion of either of B.C. Hydro or BC TEL, might interfere with the safe and efficient operation of the Works, or any part thereof, or might obstruct access to the Works or any part thereof by B.C. Hydro or BC TEL or their respective employees, permittees, invitees, licencees, agents, servants, officials, workmen, machinery or vehicles;

AND THAT the Transferor will not do or knowingly permit to be done any act or thing which will interfere with or injure the construction or maintenance of the Works, and in particular will not carry out blasting on or adjacent to the Right of Way Area;

AND THAT the Transferor will not, without the written consent of both B.C. Hydro and BC TEL, diminish or substantially add to the ground cover over such of the Works as may be from time to time installed, operated or maintained below the surface of the Right of Way Area and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches across any underground conduits, cables including fibre optic cables or pipes which may at any time be installed on the Right of Way Area;

AND THAT the Transferor will from time to time and at all times upon every reasonable request of B.C. Hydro or BC TEL, and at the cost and charges of the party making the request, promptly do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances, and assurances in law whatsoever for the better assuring unto B.C. Hydro and BC TEL the statutory rights of way hereby granted;

AND the Transferor COVENANTS AND AGREES with each of B.C. Hydro and BC TEL that any and all chattels and fixtures installed by B.C. Hydro and BC TEL on the Land shall be and shall remain chattels, any rule at law to the contrary notwithstanding, and shall belong solely and exclusively to the party that installed them.

VI. EACH of B.C. Hydro and BC TEL HEREBY SEPARATELY COVENANTS AND AGREES with the Transferor that it:

- (a) will not bury debris or rubbish of any kind in excavations or backfill, and that it will remove shoring and like temporary structures as backfilling proceeds;
- (b) will remove from the Right of Way Area all debris resulting from the exercise by it of any of its rights under this Indenture;
- (c) will, as soon as weather and soil conditions permit and insofar as it is practicable so to do, bury and maintain all underground Works installed by it hereunder so as not to interfere unduly with the drainage of the Land; and

Tripartite Agreement/BED

- (d) will, as far as reasonably necessary, carry out the construction, maintenance, repair, replacement, and renewal of its portion of the Works in a proper and workmanlike manner so as to do as little injury as possible to the Land.

VII. IT IS MUTUALLY UNDERSTOOD, AGREED AND DECLARED by, between and among the parties hereto that the covenants, rights, liberties and statutory rights of way herein contained shall be covenants, rights, liberties and rights of way running with the Land and that none of the covenants herein contained shall be personal or binding upon the Transferor, save and except during the Transferor's seisin or ownership of any interest in the Land, and with respect only to that portion of the Land of which the Transferor, shall be seised or in which the Transferor shall have an interest but that the Land shall, nevertheless, be and remain at all times charged therewith;

AND THAT the rights, liberties and statutory rights of way herein granted shall rank *pari passu* each with the other;

AND THAT, save as aforesaid, nothing in these presents shall be interpreted so as to restrict or prevent the Transferor from using the Right of Way Area in any manner which does not interfere with the security or efficient functioning of or unobstructed access to the Works;

AND THAT, notwithstanding anything contained in these presents, there are hereby reserved to each of B.C. Hydro and BC TEL all of the rights and powers of expropriation or other powers or privileges granted to them respectively, or enjoyed by each of them, by or under any Act of the Legislature of the Province of British Columbia, or the Parliament of Canada;

AND THAT nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of either of B.C. Hydro or BC TEL with the Transferor or with any other person or persons as a condition thereof or otherwise to construct, install, or maintain the Works, or any of them, or any public work or utility whatsoever upon or in the Right of Way Area or the Land or any portion thereof;

AND THAT this Indenture shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns respectively;

AND THAT the provisions of this Agreement including the Schedules attached hereto constitute the entire agreement between the Transferor and the Transferee with respect to the subject matters hereof. There are no representations, warranties, guarantees, promises, agreements, covenants or conditions on the part of either party other than those set forth in this Agreement. This Agreement may only be altered by written agreement executed by the Transferor and the Transferee. The Schedules attached form part of this Agreement.

VIII. IT IS MUTUALLY UNDERSTOOD, AGREED AND DECLARED by, between and among the parties hereto that the Transferor hereby grants two separate Statutory rights of Way, one in favour of BC TEL and the other in favour of B.C. Hydro; that the two grants for all purposes are to be considered separate, and that the invalidity and unenforceability of one of the grants shall not affect the validity and enforceability of the other.

IN WITNESS WHEREOF the parties hereto have executed this Indenture, intending the attached Land Title Office Form C to be the first page of this Indenture.

Tripartite Agreement/BED

SCHEDULE "A"

PART 1 - DESCRIPTION OF THE LAND

014-368-366

The SW 1/4 of Sec 35, Tp 19, Rge 18, W6M, KDYD Except that part included in a plan of Subdivision of the SW 1/4 of Sec 35, Tp 19, Rge 18, W6M, KDYD prepared by J.J. Ward, BCLS and completed on the 30th day of March 1995. ✓

PART 2 - DESCRIPTION OF THE RIGHT OF WAY AREA

The Right of Way Area consists of the Land in its entirety. ✓

Tripartite Agreement/BED

SCHEDULE "B"SPECIAL CLAUSES

Notwithstanding anything herein contained, B.C. Hydro and BC TEL each agree that neither party shall construct, erect, install, maintain or replace any Works upon or within the Right of Way Area under the terms of this Agreement other than poles with guy wires, brackets, cross-arms, insulators, transformers and anchors and their several attachments and one or more lines of wire or cables including fibre optic cables, unless written permission from the Transferor has first been received, which permission shall not be unreasonably withheld or delayed.

END OF DOCUMENT

95 JUN 27 14 10

KJ049463

LAND TITLE ACT
FORM C

LAND TITLE OFFICE
KAMI OOPS

C-50

(Section 219.81)

Province of British Columbia

Page 1 of 3 Pages

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) #10334
Mair Jensen Blair, Barristers and Solicitors, 700 - 275 Lansdowne Street, Kamloops, B.C. V2C 6H6 Telephone: 374-3161 File Reference: RJ6273/em D. Solchak

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

(PID) (LEGAL DESCRIPTION)
SW 1/4 of Sec. 35, Tp 19, Rge 18, W6M, KDYD except Plan KAP 55062

3. NATURE OF INTEREST:

(DESCRIPTION)	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Priority Agreement granting	1549461 & 1549462	Transferee
Priority over Mortgage No. KJ17642 to Statutory Rights-of Way registered/numbered one and twoless than this instrument	Pages 2 to 3	

06/27/95 A6610m CHARGE 100.00

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

(a) Filed Standard Charge Terms D.F. No. 06/27/95 A6610m ADJUST 50.00-

(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):* BANK OF MONTREAL

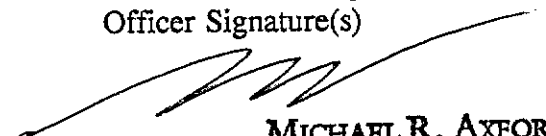
6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, 333 Dunsmuir St., Vancouver, B.C. V6B 5R3 and BC TEL (No. 1801A) 3777 Kingsway, Burnaby, B.C. V5H 3Z7

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) EXECUTION DATE Y M D Party(ies) Signature(s)


MICHAEL R. AXFORD
BARRISTER & SOLICITOR

95 6 20

Bank of Montreal
BY ITS AUTHORIZED SIGNATORY(IES):


Name: CAMPNEY & MURPHY

Address: P.O. Box 48800
2100-1111 WEST GEORGIA STREET
VANCOUVER, B.C. CANADA V7X 1E9

Solicitor/Notary/Commissioner

(AS TO ALL SIGNATURES)

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. 1979, c.116, to take Affidavits for use in British Columbia and certifies that matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

Name (Print): BETH A. STOLL
ACCOUNT MANAGER



Name (Print): WALTER M. TOFFOLI
SENIOR ACCOUNT MANAGER

MJR REGISTRY SERVICES LTD.
HOLD

1549462

PART 2 - TERMS OF INSTRUMENT
PRIORITY AGREEMENT OVER MORTGAGE NO. KJ17642

THIS AGREEMENT MADE THE 20 DAY OF JUNE, A.D. 1995

BETWEEN:

See Form C - Item 5
(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

See Form C - Item 6
(hereinafter called the "Grantees")

OF THE SECOND PART

WHEREAS **Fraserview Development (Kam) Corporation**, (hereinafter called the "Owner"), are the registered owners of that certain parcel or tract of land and premises situate, lying and being in the City of Kamloops, in the Province of British Columbia, more particularly known and described as:

See Form C - Item 2
(hereinafter called the "said lands")



AND WHEREAS the Owner has executed a Mortgage in favour of Bank of Montreal over the said lands, which Mortgage was registered in the Kamloops Land Title Office on the 3rd day of March, A.D. 1995, under No. KJ17642.



AND WHEREAS the Owner has executed a Statutory Right-of-Way in favour of the Grantees over the said lands, which Statutory Rights-of-Way are dated the 27 day of June, A.D. 1995, and bear a registration number one and two less than this instrument.

AND WHEREAS the Grantees require that their Statutory Rights-of-Way be prior charges against the said lands;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada (receipt of which is hereby acknowledged by the Grantors), the Grantors hereby grant to the Grantee priority over the Grantor's Mortgage registered under No. KJ17642 to the intent that the Grantee's Statutory Rights-of-Way shall be encumbrances upon the lands prior to the said Mortgage No. KJ17642 in favour of the Grantor herein, in the same manner and to the effect as if the Grantees' Statutory Rights-of-Way had been dated and registered prior to the Grantor's Mortgage;

IT IS UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall extend and be binding upon and enure to the benefit of the successors and assigns of each of the parties hereto respectively.

"END OF DOCUMENT"



98 MAR 16 09 49

KM024605

CITY OF KAMLOOPS

LAND TITLE OFFICE
KAMLOOPS/NEILSON

TOURNAMENT CAPITAL OF BRITISH COLUMBIA

**MUNICIPAL ACT
(Part 29)
NOTICE OF PERMIT**

To: Registrar of Title
Land Title Office
Ministry of Attorney General
Suite 114, 455 Columbia Street
Box 19
Kamloops, BC V2C 6K4

01 98/03/16 09:50:26 01 KL 162852
DOC FILE \$20.00

TAKE NOTICE that the land described below is subject to a permit issued by the City of Kamloops.

PARTICULARS OF PERMIT

<u>Permit Description</u>	
(a) Type of Permit _____	DP 97-11
(b) Statutory Authority _____	Municipal Act, Section 927
Legal Description of Land Affected _____ Lot A, Plan KAP61063, KDYD	
PID 024-029-491 - 1920 Hugh Allan Drive	
Issue Date _____	1998 March 12
Expiry Date (if any) _____	(for Temporary Commercial or Industrial Permit only)

Use this box only for an amendment to a Land Use Contract by way of permit under Section 982 of the Municipal Act:

This notice relates to the amendment of Land Use Contract No. _____ which is registered as a charge against the above-described land. Particulars of the amendment may be obtained from the issuing authority.

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 1998 March 12

CITY OF KAMLOOPS
D.M. Fediuk
Deputy City Clerk D.M. Fediuk



CITY OF KAMLOOPS



98 MAR 16 09 49

KM024605

LAND TITLE OFFICE
KAMLOOPS BC

TOURNAMENT CAPITAL OF BRITISH COLUMBIA

MUNICIPAL ACT
(Part 29)
NOTICE OF PERMIT

To: Registrar of Title
Land Title Office
Ministry of Attorney General
Suite 114, 455 Columbia Street
Box 19
Kamloops, BC V2C 6K4

01 98/03/16 09:50:26 01 XL
DOC FILE

162852
\$20.00

TAKE NOTICE that the land described below is subject to a permit issued by the City of Kamloops.

PARTICULARS OF PERMIT

<u>Permit Description</u>	
(a) Type of Permit	DP 97-11
(b) Statutory Authority	Municipal Act, Section 927
Legal Description of Land Affected	Lot A, Plan KAP61063, KDYD
PID 024-029-491 - 1920 Hugh Allan Drive	
Issue Date	1998 March 12
Expiry Date (if any)	
(for Temporary Commercial or Industrial Permit only)	

Use this box only for an amendment to a Land Use Contract by way of permit under Section 982 of the Municipal Act:

This notice relates to the amendment of Land Use Contract No. _____ which is registered as a charge against the above-described land. Particulars of the amendment may be obtained from the issuing authority.

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

Dated: 1998 March 12

CITY OF KAMLOOPS
D.M. Fediuk
Deputy City Clerk D.M. Fediuk



LAND TITLE ACT
FORM C
LAND TITLE OFFICE
KAMLOOPS (Section 219.81)

98 MAR 19 08 58
LAND TITLE OFFICE
KAMLOOPS

KM025798

C 50
C 50

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 4 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Christopher K. Haines c/o Campney & Murphy, 2100 - 1111 West Georgia St., Vancouver, B.C. V7X 1K9, Applicant's Solicitor (010395)

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: *
(PID) (LEGAL DESCRIPTION)
024-029-491 LOT A SECTION 35 TOWNSHIP 19 RANGE 18 WEST OF THE 6TH MERIDIAN KDYD PLAN KAP61063

Km 84236

DESCRIPTION	DOCUMENT REFERENCE (Page and paragraph)	PERSON ENTITLED TO INTEREST
priority agreement granting mortgage KM18522 priority over mortgage KJ17642	Page 3 Para 1	Transferee 01 98/03/19 09:00:07 01 KL 163728 CHARGE \$100.00
priority agreement granting assignment of rents KM18523 priority over mortgage KJ17642	Page 3 Para 1	Transferee

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

- (a) Filed Standard Charge Terms
 - (b) Express Charge Terms
 - (c) Release
- D.F. No.
 Annexed as Part 2
 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.


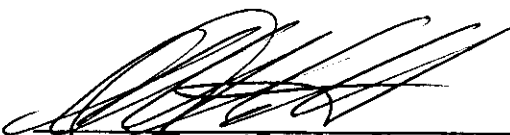

5. TRANSFEROR(S): *
BANK OF MONTREAL

6. TRANSFEREE(S): *
BANK OF MONTREAL a chartered bank of Canada having an office at 6th Floor, 595 Burrard St., Vancouver, V7X 1L5

7. ADDITIONAL OR MODIFIED TERMS: *
Nil

KAMLOOPS
AGENT
Gillespie Renkema
Barnett Broadway

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)	Execution Date	Party(ies) Signature(s)									
 <hr/> CHRISTOPHER K. HAINES <small>SOLICITOR</small> 2100-1111 WEST GEORGIA STREET VANCOUVER, B.C. V7X 1K9 661-7613	<table border="1"> <thead> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">98</td> <td style="text-align: center;">03</td> <td style="text-align: center;">16</td> </tr> <tr> <td style="text-align: center;">98</td> <td style="text-align: center;">03</td> <td style="text-align: center;">16</td> </tr> </tbody> </table>	Y	M	D	98	03	16	98	03	16	BANK OF MONTREAL by its authorized signatories  <hr/> Garth A. Stoll Account Manager  <hr/> Richard M. Markus Account Manager
Y	M	D									
98	03	16									
98	03	16									

(as to both signatures) /

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. 1979, c. 116, 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.

TERMS OF INSTRUMENT - PART 2**WHEREAS:**

A. The Transferee holds a mortgage and assignment of rents (the "New Mortgage") from FRASERVIEW DEVELOPMENT (KAM) CORPORATION (the "Mortgagor") registered under numbers KM18522 and KM18523 against the lands (the "Lands") described in item 2 of Part 1 of this Instrument.

B. The Transferor holds a mortgage (the "Old Mortgage") registered against the Lands under number KJ17642.

THEREFORE this Instrument witnesses that in consideration of the Transferee lending money to the Mortgagor:

1. The Transferor grants to the Transferee priority over the right, title and interest of the Transferor in and to the Lands by virtue of the Old Mortgage and does hereby postpone all of its right, title and interest in and to the Lands with and to the intent that the interest of the Transferor therein shall be subject to the rights of the Transferee under the New Mortgage:
 - (a) as if the New Mortgage had been executed, delivered and registered and all moneys had been fully advanced thereunder prior to the execution, delivery and registration of the Old Mortgage, and
 - (b) so as to secure to the Transferee in priority to the Transferor the ultimate balance owing under the New Mortgage,

notwithstanding the respective dates of advances and re-advances under the Old Mortgage and the New Mortgage or that further advances and re-advances may hereafter be made on the security of the New Mortgage.

2. The Transferor represents and warrants to the Transferee that the Transferor has not assigned the Old Mortgage and is entitled to receive the moneys secured thereby.
3. The Transferee may grant time, renewals, extensions, releases and discharges to, accept compositions from and otherwise deal with the Mortgagor and any other persons liable to the Transferee in respect of the indebtedness secured by the New Mortgage as they may see fit, the whole without notice to the Transferor and without prejudice to or in any way limiting or affecting the agreements on the part of the Transferor pursuant to this Priority Agreement.
4. Notwithstanding the occurrence of any event of default under the Old Mortgage, the Transferor will not take any action against the Lands, commence any foreclosure or other proceedings under the Old Mortgage or initiate any bankruptcy or insolvency proceedings against the Mortgagor or any other person liable in respect of the debts and obligations secured by the Old Mortgage without the prior written consent of the Transferee.

5. The rights of the Transferor against the Mortgagor, other persons and the Lands are hereby modified in accordance with the terms hereof and the terms and conditions of the Old Mortgage shall hereafter be taken, construed and read as modified accordingly.
6. This Priority Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
7. This Priority Agreement shall be binding on and ensure to the benefit of the parties hereto and their respective successors and assigns.

END OF DOCUMENT

✓

LAND TITLE ACT FORM

23 NOV 2006 09 42

LA161636

C SRW 65.20
Plan 510

(Section, 233)
Province of British Columbia
14/14

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use) PAGE 1 of 4

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

Gillespie Renkema
Barnett Broadway
LAWYERS
#200, 121 ST. PAUL ST.
KAMLOOPS, BC V2C 3K8
TEL 250 374 4463
FAX 250 374 5250

01 06/11/23 09:53:50 01 KL 964803
CHARGE \$65.20
[Signature]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: *
(PID) (LEGAL DESCRIPTION)

THE COMMON PROPERTY OF STRATA PLAN KAS2122

3. NATURE OF INTEREST: * DESCRIPTION	DOCUMENT REFERENCE (Page and Paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right-of-Way	Entire Instrument Pages 2 to 4	Transferee

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 scheduled annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as charge on the land described in Item 2.

5. TRANSFEROR(S) : * THE OWNERS OF STRATA PLAN KAS2122

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

CITY OF KAMLOOPS, 7 Victoria Street West, Kamloops, BC, V2C 1A2

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)

[Signature]
(as to all signatories)
DAVID W. GILLESPIE
SUITE 200 - 121 ST. PAUL ST.
KAMLOOPS BC V2C 3K8
BARRISTER & SOLICITOR

Y	M	D
06	11	16

Transferor(s) Signature(s)
THE OWNERS OF STRATA PLAN KAS2122
by its Authorized signatories:

[Signature]
CURTIS SCHLOSSER

KAMLOOPS AGENT #1068
Gillespie Renkema Barnett Broadway LLP

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.

- * If space insufficient, enter "SEE SCHEDULE" attach schedule in Form E.
- ** If space insufficient, continue executors on additional page(s) in Form D.

[Handwritten mark]

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- (a) The Transferor is the registered owner of an estate in fee simple of the lands and premises as shown in paragraph 2 of the Form C (hereinafter called the "Lands").
- (b) The Transferee has, as a matter of public safety, requested from the Transferor permission to install and maintain an emergency access corridor and emergency access gate (hereinafter called the "Emergency Route") for the purpose of entering onto the Lands and to pass over and through the surface of the Lands in emergency situations.
- (c) The Transferor has agreed to grant the Transferee in respect of the Emergency Route such rights as are necessary for the operation of the Transferee's undertaking.

WITNESSETH:

1. FOR GOOD AND VALUABLE CONSIDERATION given by the Transferee to the Transferor (the receipt whereof by the Transferor is hereby acknowledged), and the covenants and agreements herein contained, the Transferor HEREBY GRANTS, CONVEYS, AND CONFIRMS unto the Transferee, its heirs and assigns, a full, free, and uninterrupted right, licence, liberty, easement, privilege, and permission to construct, lay down, operate, inspect, alter, remove, replace, reconstruct, and repair the Emergency Route over, under, and through that part of the Lands of the Transferor shown outlined on a statutory plan of Right-of-Way prepared by prepared by, W.H. Singer, B.C.L.S., dated the 12th of September, 2006, and registered in the Kamloops Land Title Office under Plan Number KAP 82477 (hereinafter called the "Right-of-Way Area") together with the full, free, and uninterrupted right of ingress and egress in connection therewith for the Transferee, its servants, agents and general public in an emergency, to use, enter, labour, pass, and re-pass upon and in the Lands, with or without equipment, and to dig up such of the soil of the Right-of-Way Area as may be necessary.

2. The Transferor further grants to the Transferee the right to:
 - (a) make surveys, tests, inspections, and examinations upon the Right-of-Way Area;
 - (b) clear the Right-of-Way Area and keep it clear of all or any trees, buildings, obstructions, or damaging or interfering growth, now or hereafter on the Right-of-Way Area which might, in the opinion of the Transferee, interfere or endanger the installation, repair, construction, operation, maintenance, replacement, or installation of the Emergency Route or any part thereof; and
 - (c) generally to do all acts necessary or incidental to the business of the Transferee in connection with the Emergency Route.

3. The Transferee covenants and agrees with the Transferor that it will:
 - (a) so often as its servants or agents shall enter upon the Right-of-Way Area to inspect, renew, or repair the Emergency Route forthwith restore the surface soil and surfacing materials of the Lands to, as nearly as possible, the same condition as it was prior to the entry for the aforesaid purpose or purposes;
 - (b) not commit or suffer any wilful or voluntary waste, spoil or destruction on the Right-of-Way Area, or do or suffer to be done thereon anything in excess of the rights granted hereunder which may be or become a nuisance or annoyance to the Transferor.

4. The Transferor covenants and agrees with the Transferee that it will:
 - (a) not plant any trees or shrubs or make, place, erect, or maintain any building, structure, foundation, pavement, excavation, pile of material, or obstruction upon the Right-of-Way Area which, in the opinion of the Transferee, might interfere with the safe and efficient operation of the Emergency Route, or any part thereof, or might obstruct access to the Emergency Route or any part thereof by the Transferee;

- (b) pay for all expenses incurred in the construction of the Emergency Route and for repairs, alterations, and maintenance thereto and in the performing of any and all of the covenants and agreements herein agreed to be performed by the Transferor;
 - (b) not do or knowingly permit to be done any act or thing which will interfere with or injure the construction or maintenance of the Emergency Route; and
 - (c) not, without the written consent of the Transferee, diminish or add to the ground cover of the Right-of-Way Area.
- 5. Nothing in this agreement shall prevent the Transferor from using the Right-of-Way Area for the purposes of growing vegetables or flowers or otherwise enjoying a garden and lawns on the Right-of-Way Area subject to the rights of the Transferee herein granted.
- 6. The covenants herein contained shall be covenants running with the Lands and shall be perpetual and the Right-of-Way Area hereby granted shall be perpetual.
- 7. Any and all chattels and fixtures installed by the Transferee on the Right-of-Way Area shall be and shall remain chattels, any rule at law to the contrary notwithstanding, and shall belong solely and exclusively to the Transferee.
- 8. There are no representations, warranties, guarantees, promises, agreements, covenants, or conditions on the part of either party other than those set forth in this agreement which may only be altered in a written amendment signed by both parties.
- 9. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

END OF DOCUMENT

Strata Property Act**FORM E****CERTIFICATE OF STRATA CORPORATION**

(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283)

CERTIFICATE FOR SECTION 79

The Owners, Strata Plan KAS2122 certify that a resolution referred to in section 79 of the *Strata Property Act* was passed by a X unanimous vote or 3/4 vote at an annual or special general meeting held on the 20th day of October, 2006, and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purposes of section 165(4)(f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act*, and the instrument conforms to the resolution.



Signature of Council Member

Scan

LAND TITLE ACT
FORM 11 (a)

(section 99(1) (e),(j) and (k))

APPLICATION FOR DEPOSIT OF REFERENCE
OR EXPLANATORY PLAN (CHARGE)

01 06/11/23 09:54:02 01 KL 964803

S/S/OT/PLANS

\$54.00

1. Cynthia Hogg, LTD Agent for Gillespie, Renkema
Barristers & Solicitors, #200-121 St. Paul St. Kamloops BC
V2C-3K8 [full name, address and occupation]
owner of a registered charge (or agent of CITY OF KAMLOOPS, 7 VICTORIA
ST. W. KAMLOOPS, BC V2C-1A2
[full name, address and occupation]

the owner of a registered charge) apply to deposit reference/explanatory plan of S.R.W. over
the Common Property of Strata Plan KAS 2122, except

KAP, 82475 sec 35, Tp 19, R1E, W6M, KDUD

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(u)(see below).
3. Fees of \$ 54.00.

ASSIGNED PLAN NO.
82477

KAP

Dated the 21st day of November, 19 2006

[Signature]
SIGNATURE

KAMLOOPS AGENT #10588 Gillespie Renkema Barnett Broderick LLP

- NOTE: (i) Under section 67(u) the following reproductions of the plan must accompany this application:
- (a) one blue linen original (alternatively white linen or original transparencies).
 - (b) one duplicate transparency.
 - (c) one whiteprint is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
- (a) If the parent property is an Agricultural Land Reserve, a release is required unless the parent property is than 2.0 acres (app. .8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulation (B.C.Reg. 7/81) under the Agricultural Land Commission Act.
 - (b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the Home Purchase Assistance Act is located on lot _____ created by this plan.

B.C.L.S. or solicitor for the owner"

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway
- (d) Where the plan refers to a restrictive covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.