

**STRATA PROPERTY ACT
FORM B
INFORMATION CERTIFICATE
(Section 59)**

The Owners, Strata Plan EPS162 certify that the information contained in this certificate with respect to Strata Lot _____ is correct as of the date of this certificate.

- (a) Monthly strata fees payable by the owner of the strata lot described above: \$ 142.⁰⁰
- (b) Any amount owing to the strata corporation by the owner of the strata lot described above (other than an amount paid into court, or to the strata corporation in trust under section 114 of the *Strata Property Act*): \$ 0
- (c) Are there any agreements under which the owner of the strata lot described above takes responsibility for expenses relating to alterations to the strata lot, the common property or the common assets?
☐ no ☒ yes [attach copy of all agreements] Insurance
- (d) Any amount that the owner of the strata lot described above is obligated to pay in the future for a special levy that has already been approved: \$ 0
- The payment is to be made by _____ [month, day, year].
- (e) Any amount by which the expenses of the strata corporation for the current fiscal year are expected to exceed the expenses budgeted for the year: \$ 0
- (f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund: \$ 0
- (g) Are there any amendments to the bylaws that are not yet filed in the land title office?
☐ no ☒ yes [attach copy of all amendments]
- (h) Are there any resolutions passed by a 3/4 vote or unanimous vote that are required to be filed in the land title office but that have not yet been filed in the Land Title Office?
☒ no ☐ yes [attach copy of all resolutions]
- (i) Has notice been given for any resolutions, requiring a 3/4 vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on?
☒ no ☐ yes [attach copy of all notices]
- (j) Is the strata corporation party to any court proceeding or arbitration, and/or are there any judgments or orders against the strata corporation?
☒ no ☐ yes [attach details]
- (k) Have any notices or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets?
☒ no ☐ yes [attach copies of all notices or work orders]
- (l) Number of strata lots in the strata plan that are rented: 0

Dated: May 07 2010

[Signature]
Signature of Strata Manager

2010 CAPRI CABINS STRATA BUDGET

<u>Common</u>	Yearly
Power	700. ⁰⁰
Taxes	3000. ⁰⁰
Insurance	4785. ⁰⁰ (paid)
Garbage	500. ⁰⁰
Bookkeeping	1000. ⁰⁰
Caretaking snow removal (internal) ----	
Water Treatment	500. ⁰⁰
Septic Maintenance	500. ⁰⁰
R + M Contingency	3000. ⁰⁰
Legal's	1000. ⁰⁰
	<u>Total = \$10,200.⁰⁰</u>

Divide equally = 2040.⁰⁰

#2	2040
#3	2040
#4	2040
#5	2040
#6	2040
	<u>10,200.⁰⁰</u>

Divide by 6 = 1700.⁰⁰ per year.
= 142.⁰⁰ per month.
(no Insurance)

Payment and post dated cheques starting March 1st 2010, to
Capri Cabins up to and including September 1st 2010.

Cabin #1 to be finished

Front Entry Stairs.

Plumbing finishing (taps, drains, toilets).

Door hardware, door stops.

Interior + exterior light fixtures.

Kitchen Backsplash.

Heating and Cold air vent covers.

Granite fireplace top.

Baseboards.

Bathroom mirrors.

Stair hand rails, spindles, posts.

On demand hot water heater.

Condensation drain for furnace.

Tile heat controls + wiring.

Final Cleaning.

Laundry room lino.

Towel Bars ect.

Strata Meeting #1 Capri Cabins

March 16, 2010

Ron's Cabin

7:00 pm

Attendees:

Ben Mike
Rick Lance
Ron Nicoli

We decided to have 5 board members.

Ben nominated Ron for President

Ron nominated Rick for Vice President

Rick nominated Nicoli for Secretary

Rick nominated Mike for Treasurer

all were seconded by Lance and all were in favour.

Should we be outsourcing the bookkeeping?

all were in favour.

Mike will work with Rick and Sandy to find the most cost effective way.

No other board meeting will be required to share their findings.

Motion made by Rick and seconded by Lance

Should we be outsourcing caretaking and maintenance?

For the first two years the septic will be taken care of by Leko and after that we will need to hire somebody certified.

Rick will take care of the water treatment for now.

Lance made the motion that Rick and Mike will work together on the water treatment and if they wish to get certified that the strata will help them pay for the course.

Proper journal entries shall be made to monitor the system and we should formulate an emergency response plan.

Ben seconded the motion.

Care taking and Maintenance:

Watering
Mowing and Trimming
Fertilizing
Snow Removal
Tree Maintenance

Mike will take care of the snow removal in lieu of watering etc.

Rick made a motion that for the first year we will make an effort to take care of it ourselves and he will make a schedule up of duties and weeks for each member.
All were in favour.

Gary Brooke will add the first right of refusal.

Lance made the motion and Rick seconded it, all were in favour and Ron will look after it.

Gary Brooke will also make an agreement for lot #7.

Ben made the motion and Mike seconded it, all were in favour and Ron will look after it.

Budget:

Ben will talk to the guy down the road about getting rid of some of the fill.

The insurance cost of \$4725 is already paid and will be removed from the budget.

Mike made a motion that Ben will look into garbage collection.

We will try mulching the grass and burning clippings and leaves when possible.

Care taking and snow removal will come off of the budget as we will try to take care of it by ourselves.

Rick will need \$500 for filters for the water system.

Lance made a motion to accept the budget as proposed.

We should all post date cheques as of March 1, 2010 until December 1, 2010. March and April are due April 1, 2010. The amount is to be determined. Ron will revise the amount and advise us of it. Rick seconded the motion and all were in favour.

Rentals:

As a matter of note we would not like to have renters.

Ben made a motion that we should all be respectful of each other in that regard.

If there is to be a larger gathering or party then everyone should be notified out of respect. Ron is suggesting if there are 16 people or more the group should be notified.

If there are too many people (guests) on the dock then they will be asked to relocate to the beach area.

The buoys may need to be relocated to accommodate low water and the sale of the rental house. The chains and mechanisms should be checked for defects. Mike will dive and Ben will help. Greg Moore may also be contacted for assistance. Lance made a motion that the strata will help pay for that. *Ben To Agree*

The waterline needs anchors at the same time and the old waterline should be removed. Rick seconded the motion and all were in favour.

Pets:

Common sense. Pick up after them. Close monitoring and leashing.

Ben made an apology for some unauthorized work that had been done to his cabin. It has been removed and will not be reinstalled.

Ben does not care about the side stairs into his cabin and they can go. He asked if he should just sell his door. He will just be using the front.

The back access (Robertson Rd) will only be used for emergencies and only act as a buffer. We will let it grow over. Ben's intention was not to use it.

Rick made a motion that Ben will choose a suitable color of shakes that must be approved by the group. Mike seconded the motion and all were in favour.

The stairs on the front of Ben's cabin must be removable to allow for equipment to pass through.

We discussed fire pits. The fire pit will be on the beach other than at high water in which case an alternative will be found like a portable fire pit.

Post dated cheques are due for the interest on the rental house.

Rick made a motion to adjourn the meeting. Ben seconded it and all were in favour.

Meeting adjourned at 9:15 pm.

G. Kelly
1015 Lakeshore Dr. S.W.
Salmon Arm, B.C. V1E 1E4



APR 9 2010

Ph: (250) 832-8884
Fax: (250) 832-3221

JUST A REMINDER THAT WE NEED
OUR STRATH AGREEMENT DONE TO
ACCEPT :

FIRST LEGH OF REFUSAL

AND THE AGREEMENT ABOUT
LOT #7

SOME TIME THERE

"Our Team Gets The Job Done"

GARY

RE SPECIAL AGREEMENTS:

WE WOULD LIKE TWO AGREEMENTS
AS DISCUSSED, TO OUR BYLAWS/AGREEMENT!

- (1) RIGHT OF FIRST REFUSAL ON RESALE
- ? PRIOR TO REAL ESTATE LISTING
- LISTED AS AN EXCLUSION
- ABILITY TO MATCH ANY OFFERS
- (2) REGARDING THE POTENTIAL LOT # 7
THAT IS AGREED TO BE ABLE TO BE ANOTHER
HOUSE BY THE CSRD BUT NOT IN THE
STANDARD PLAN. (IT'S CURRENTLY SELLING FIELD!)
THIS WOULD BE DONE AS PERCENTAGES!

REN	26.7%
MIKE	26.7
MIKE	26.7

MIKE	10%
MIKE	10%
<hr/>	
	100.00

THANKS REN

GARY / JASON CARL Insurance

WE HAD OUR FIRST STRATA MEETING

ALL 5 OWNERS WILL BE OFFICERS / BOARD MEMBERS

RON LINDBLAD President

RICK RENSEN Vice President

NICOLI MIKOLIC Secretary

MIKE LINDBLAD Treasurer

BEN CUNLITTE —

DO YOU NEED ANYTHING ELSE?

RON LINDBLAD

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 10 PAGES

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act, Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Andrew Roop
MKXQP8

c=CA, cn=Andrew Roop
 MKXQP8, o=BC Land
 Surveyor, ou=Verify ID at
 www.juricart.com/LKUP.
 cfm?id=MKXQP8

1. BC LAND SURVEYOR: (Name, address, phone number)

Andrew W. Roop, Browne Johnson Land Surveyors
 Box 362
 #201 - 371 Alexander St.
 Salmon Arm BC V1E 4N5

(250) 832-9701
 andrew@brownejohnson.com

2. PLAN IDENTIFICATION:
Control Number: **126-091-3152**Plan Number: **EPS162**This original plan number assignment was done under Commission #: **604**
3. CERTIFICATION:
☒ Form 9☐ Explanatory Plan

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2009 November 24 (YYYY/Month/DD)

The plan was completed and checked on: 2009 December 15 (YYYY/Month/DD)

The checklist was filed under ECR#: 104811

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of 2009 August 28 (YYYY/Month/DD)

☐ None☒ Strata Form U1☐ Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

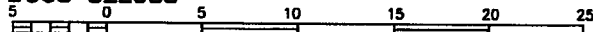
Certification Date: 2009 November 24 (YYYY/Month/DD)

4. ALTERATION: ☐

Strata Plan of Lot 2, Sec 15, Tp 22, R 11, W6M, KDYD, Plan KAP62863

Strata Plan EPS162

BCGS 82L083

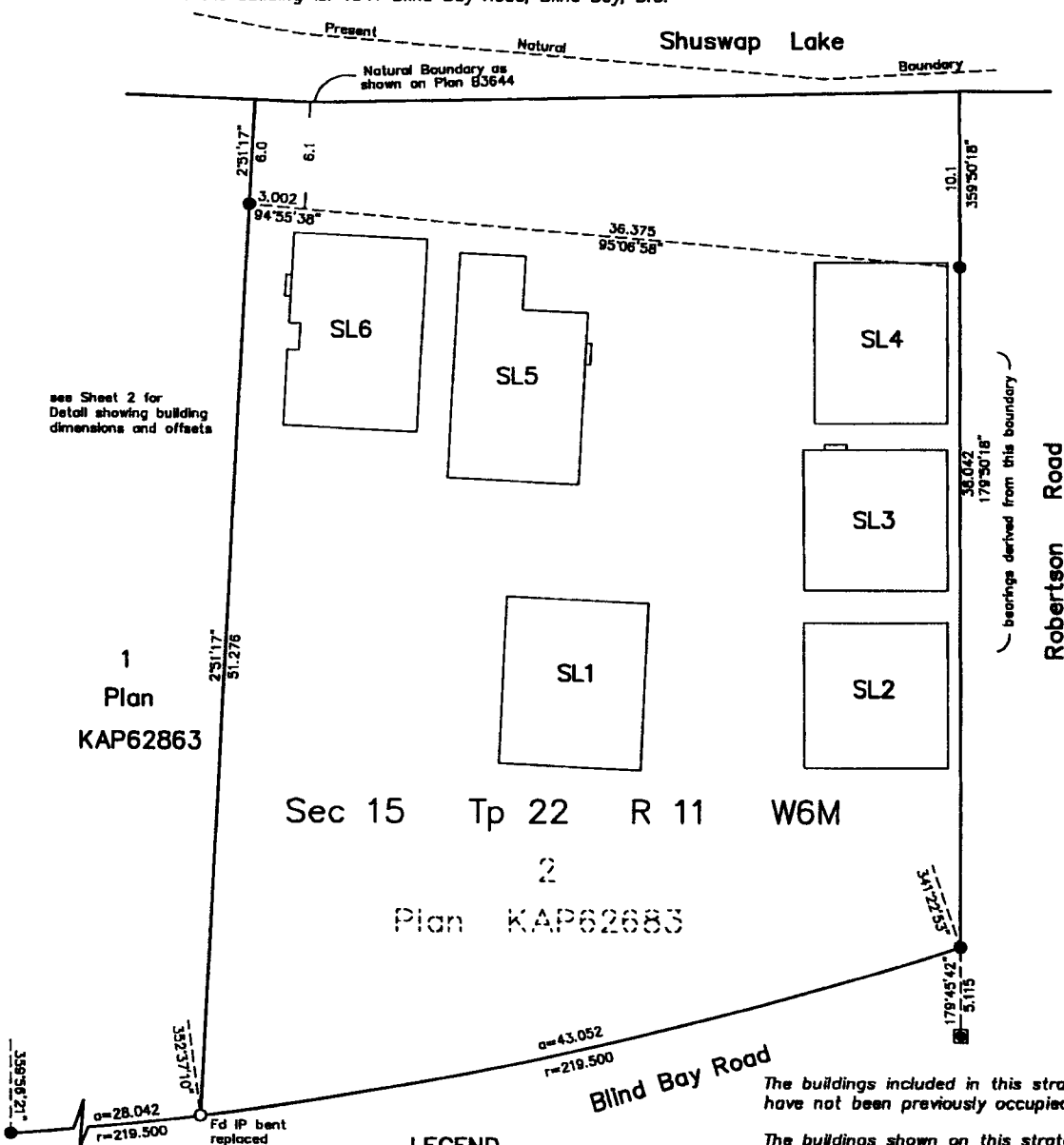


All distances are in metres.

The intended plot size of this plan is 280mm in width by 432mm in height (B size)
when plotted at a scale of 1:250

This plan lies within the Columbia Shuswap Regional District
and the Vernon Assessment Area.

The civic address of the building is: 1541 Blind Bay Road, Blind Bay, B.C.



LEGEND

Bearings are astronomic and are derived
from Plan KAP62863

- Standard Iron Post Found
- Standard Iron Post Placed
- Non-Standard Round Iron Post Found

'Common' Denotes common property as
defined in the Strata Property Act

SL Denotes Strata Lot

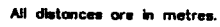
LCP Denotes Limited Common Property
the use of the strata lots indicated only

The buildings included in this strata plan
have not been previously occupied.

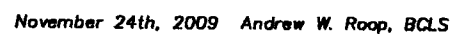
The buildings shown on this strata
plan are within the external boundaries
of the land that is the subject of
the strata plan.

The field survey represented by this plan
was completed by Andrew W. Roop, BCLS
on the 24th day of November, 2009.

BROWNE JOHNSON LAND SURVEYORS
B.C. AND CANADA LANDS
SALMON ARM, B.C. Ph.250-832-9701
File: 375-09 375-09.raw

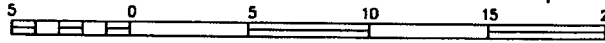


Strata Plan EPS162



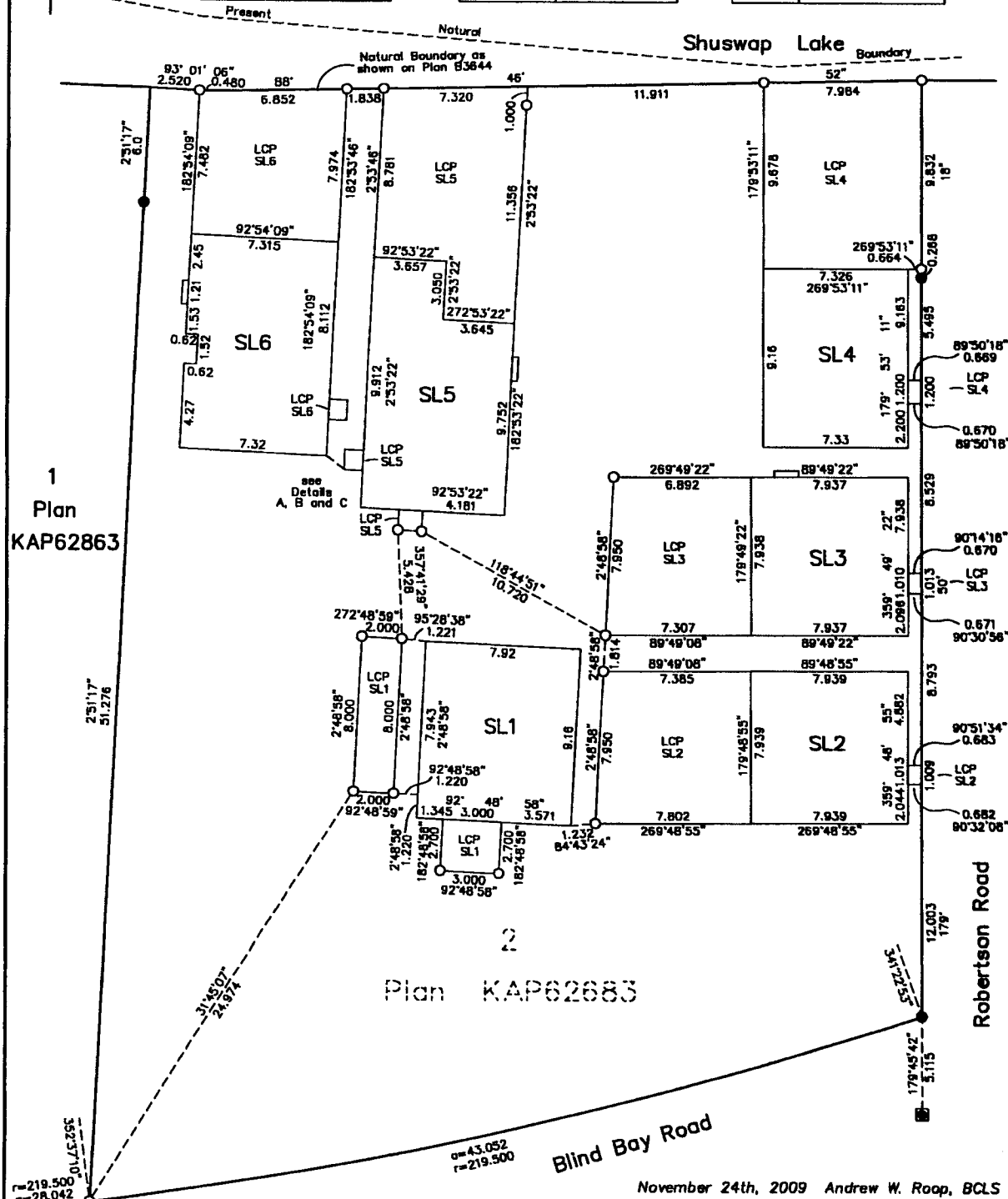
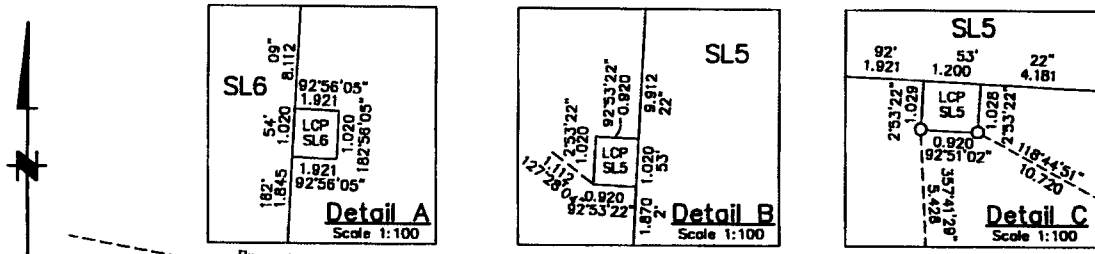
Plan of Limited Common Property

Strata Plan EPS162



All distances are in metres.

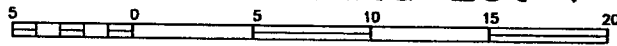
The intended size of this plan is 280mm in width by 432mm in height (B size) when plotted at a scale of 1:200



November 24th, 2009 Andrew W. Roop, BCLS

Plan of Strata Lot 1

Strata Plan EPS162

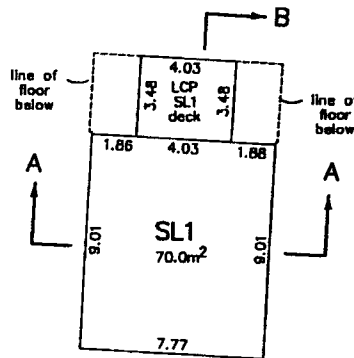


All distances are in metres.

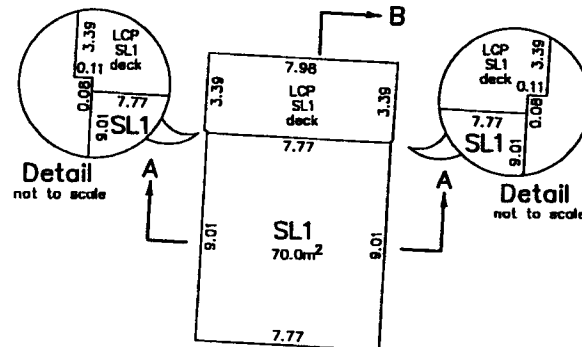
The intended size of this plan is 280mm in width by 432mm in height (B size) when plotted at a scale of 1:200

Note: The area shown as 'Common' on this sheet shall be defined as that portion of the building lying above the bottom of the roof trusses and that portion of the Lower Floor as shown.

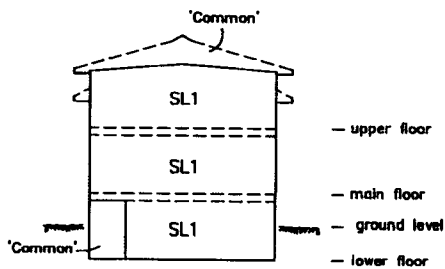
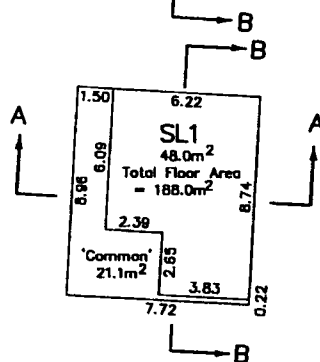
Upper Floor



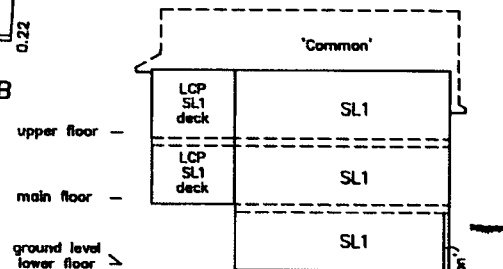
Main Floor



Lower Floor



Building Section A - A



Building Section B - B

Note:

LCP Denotes Limited Common Property for the use of the strata lots indicated only

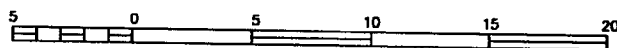
-Wall thickness varies

-Dimensions to centre line of walls

November 24th, 2009 Andrew W. Roop, BCLS

Plan of Strata Lot 2

Strata Plan EPS162



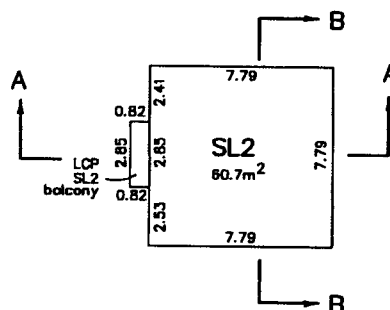
All distances are in metres.

The intended size of this plan is 280mm in width by 432mm in height (B size) when plotted at a scale of 1:200

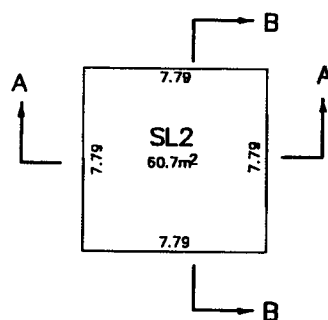
Note: The area shown as 'Common' on this sheet shall be defined as that portion of the building lying above the bottom of the roof trusses.



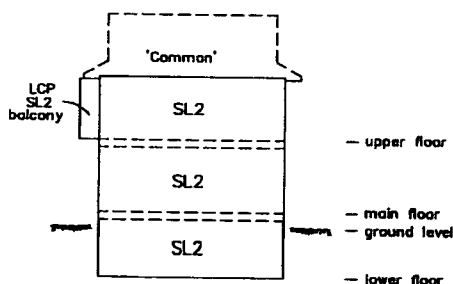
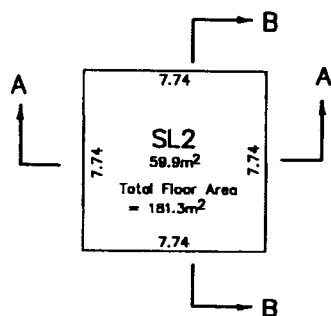
Upper Floor



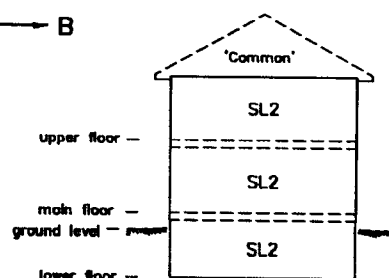
Main Floor



Lower Floor



Building Section A - A



Building Section B - B

Note:

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-Wall thickness varies

-Dimensions to centre line of walls

November 24th, 2009 Andrew W. Roop, BCLS

Plan of Strata Lot 3

Strata Plan EPS162

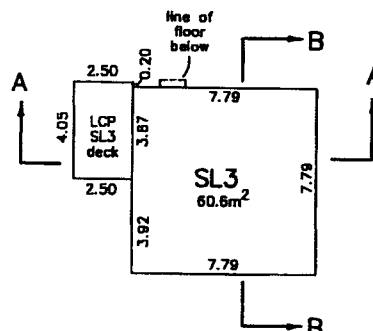


All distances are in metres.

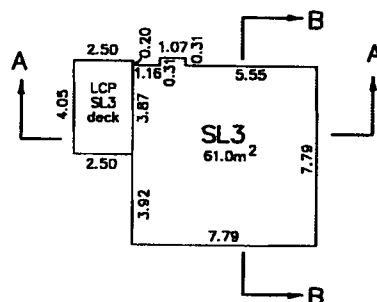
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Note: The area shown as 'Common' on this sheet shall be defined as that portion of the building lying above the bottom of the roof trusses.

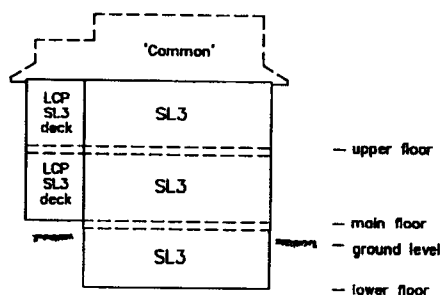
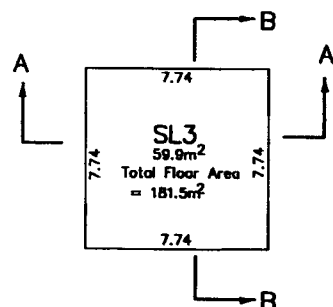
Upper Floor



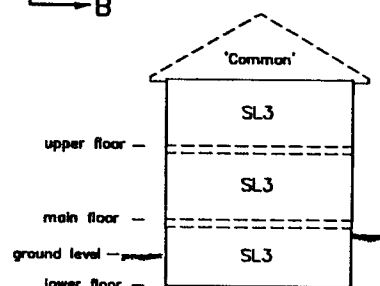
Main Floor



Lower Floor



Building
Section A - A



Building
Section B - B

Note:

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-Wall thickness varies

-Dimensions to centre line of walls

November 24th, 2009 Andrew W. Roop, BCLS

Plan of Strata Lot 4

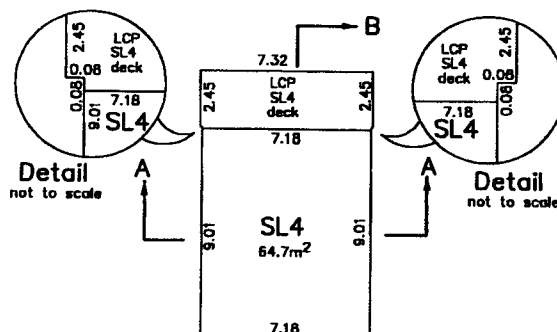
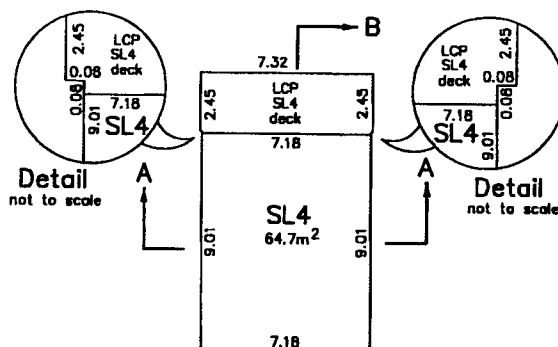
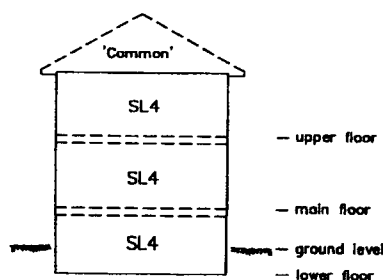
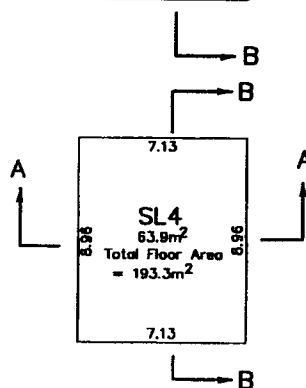
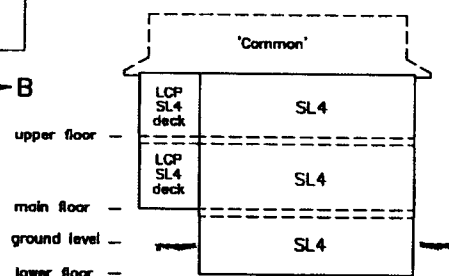
Strata Plan EPS162



All distances are in metres.

The intended size of this plan is 280mm in width by 432mm in height (B size) when plotted at a scale of 1:200

Note: The area shown as 'Common' on this sheet shall be defined as that portion of the building lying above the bottom of the roof trusses.

Upper FloorMain FloorLower FloorBuilding
Section A - ABuilding
Section B - B

Note:

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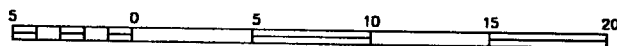
-Wall thickness varies

-Dimensions to centre line of walls

November 24th, 2009 Andrew W. Roop, BCLS

Plan of Strata Lot 5

Strata Plan EPS162



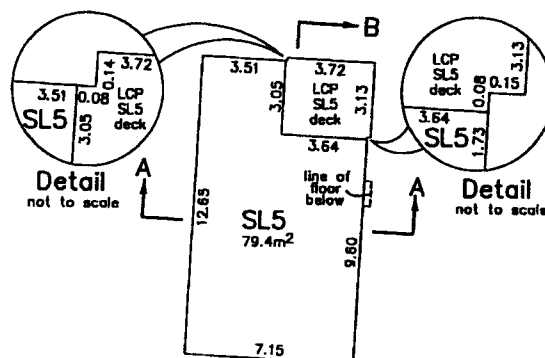
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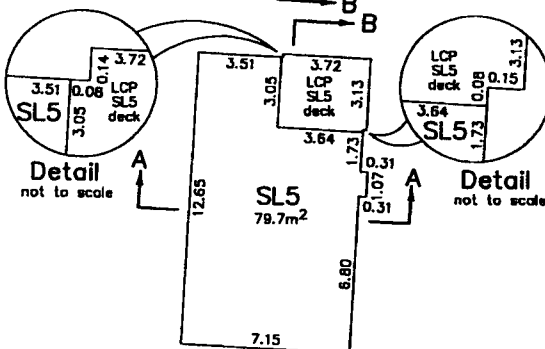
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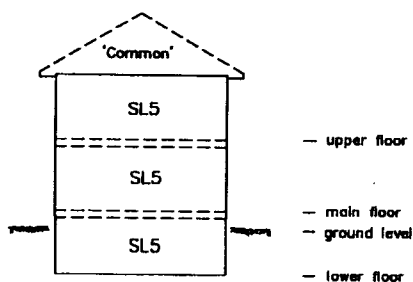
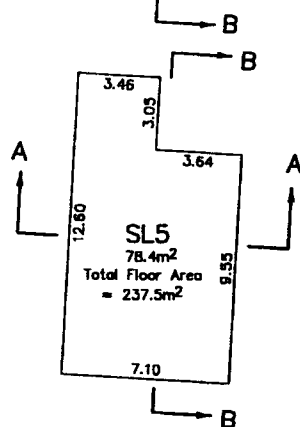
Upper Floor



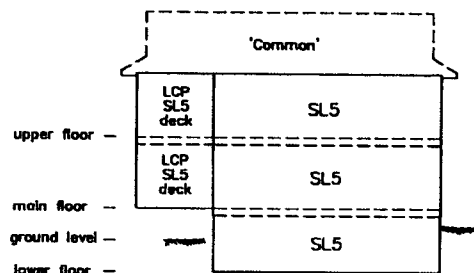
Main Floor



Lower Floor



Building
Section A - A



Building
Section B - B

Note:

LCP Denotes Limited Common Property for the use of the strata lots indicated only

-Wall thickness varies

-Dimensions to centre line of walls

November 24th, 2009 Andrew W. Roop, BCLS



Strata Property Act
Form V
SCHEDULE OF UNIT ENTITLEMENT
(SECTION 245 (a), 246, 264)

Re: **Strata Plan EPS162**, being a strata plan of :
Lot2, Sec 15, Tp 22, R 11, W6M
KDYD, Plan KAP62683

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following [check appropriate box], as set out in the following table:

- ☐ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246 (3) (a) (i) of the *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, **Andrew W. Roop, B.C.L.S.**, British Columbia land surveyor, certify that the following table reflects the Habitable area of each residential strata lot.

Date: _____

signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (3) (a) (iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
1	4	188.0	188	15
2	5	181.3	181	15
3	6	181.5	182	15
4	7	193.3	193	16
5	8	237.5	238	20
6	9	229.0	229	19
Total number Of lots: 6			Total unit entitlement: 1211	

* expression of percentage is for informational purposes only and has no legal effect

** not required for a phase of a phased strata plan

Date: _____, 2009

Signature of Owner Developer

Lot 1 House.

LAND TITLE OFFICE: KAMLOOPS
REQUESTOR: #1 COUNTER

PAGE 1
14:09 2010-01-19

TITLE NO: CA1418995 KAMLOOPS

STRATA PROPERTY ACT (Section 249)

TITLE NO: CA1418995
FROM TITLE NO: KW56895

APPLICATION FOR REGISTRATION RECEIVED ON: 12 JANUARY, 2010
ENTERED: 18 JANUARY, 2010

REGISTERED OWNER IN FEE SIMPLE:

RICHARD WILLIAM RENARD, SELF-EMPLOYED
109 BRANCHFLOWER ROAD
SALMON ARM, BC
V1E 3C6
AS TO AN UNDIVIDED 40/150 INTEREST

BENJAMIN WILLIAM CUNLIFFE, RETIRED
#97 - 2932 BUCKLEY ROAD
SORRENTO, BC
V0E 2W1
AS TO AN UNDIVIDED 40/150 INTEREST

RONALD RAY LINDBLAD, BUSINESSMAN
1015 LAKESHORE DRIVE SW
SALMON ARM, BC
V1E 1E4
AS TO AN UNDIVIDED 40/150 INTEREST

MICHAEL JOHN LINDBLAD, BUSINESSMAN
PO BOX 217
SORRENTO, BC
V0E 2W0
AS TO AN UNDIVIDED 15/150 INTEREST

NICOLI MARIA NIKOLIC, BUSINESS OWNER
LANCE GORDON NIKOLIC, BUSINESS OWNER
6303 PLEASANT VALLEY ROAD
VERNON, BC
V1B 3R3
AS TO AN UNDIVIDED 15/150 INTEREST AS JOINT TENANTS

TAXATION AUTHORITY:

VERNON ASSESSMENT AREA
SORRENTO WATERWORKS DISTRICT

DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 028-125-461
STRATA LOT 1 SECTION 15 TOWNSHIP 22 RANGE 11 WEST OF THE 6TH MERIDIAN
KAMLOOPS DIVISION YALE DISTRICT STRATA PLAN EPS162 TOGETHER WITH AN
INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

LEGAL NOTATIONS:

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE LB235471

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE
CHARGE NUMBER DATE TIME

COVENANT

CONTINUED ON PAGE 2

LAND TITLE OFFICE: KAMLOOPS
REQUESTOR: #1 COUNTER

PAGE 2
14:09 2010-01-19

TITLE NO: CA1418995

KAMLOOPS

KM95490 1998-09-25 11:21
REGISTERED OWNER OF CHARGE
THE CROWN IN RIGHT OF CANADA
KM95490
REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY
LA57413 2006-05-04 09:47
REGISTERED OWNER OF CHARGE
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
LA57413
REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY
LA57414 2006-05-04 09:47
REGISTERED OWNER OF CHARGE
TELUS COMMUNICATIONS INC.
LA57414
REMARKS: INTER ALIA

COVENANT
LB5664 2007-01-15 13:24
REGISTERED OWNER OF CHARGE
COLUMBIA SHUSWAP REGIONAL DISTRICT
LB5664
REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY
LB362263 2010-01-12 09:04
REGISTERED OWNER OF CHARGE
TERASEN GAS INC.
INCORPORATION NO. BC0778288
LB362263
REMARKS: INTER ALIA

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

FORM C

(SECTION 233)

Province of

British Columbia

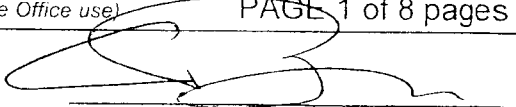
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 8 pages

1. APPLICATION:

Patty Roney, Agent for Terasen Gas Inc. ((604)576-7326)
16705 Fraser Highway, Surrey, B.C. V4N 0E8


 Gary M. Branche agent
2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)

(LEGAL DESCRIPTION)

024-273-635

Lot 2 Sec 15 Tp 22 Rge 11 W6M KDYD Plan KAP62863

3. NATURE OF INTEREST:

DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

Statutory Right of Way

Entire Instrument

Transferee

4. TERMS: Part 2 of this instrument consists of (select only one)(a) Filed Standard Charge Terms ☐

D.F. No.

(b) Express Charge Terms ☒

Annexed as Part 2

(c) Release ☐

There is no Part 2 of this instrument.

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

See Schedule

6. TRANSFeree(S):

TERASEN GAS INC. (Incorporation No. BC0778288) a company incorporated in British Columbia and having its registered office at 16705 Fraser Highway, Surrey, B.C., V4N 0E8

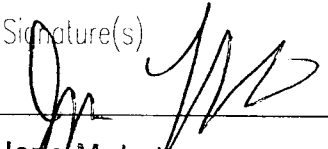
7. ADDITIONAL OR MODIFIED TERMS: N/A

8. EXECUTIONS(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)


 Jane M. LeTourneau
 P.O. BOX 3009
 SALMON ARM, B.C. V1E 4R8
 NOTARY PUBLIC
 PHONE (250) 832-9319

Y	M	D
09	11	26


 RICHARD WILLIAM RENARD

OFFICER CERTIFICATION:

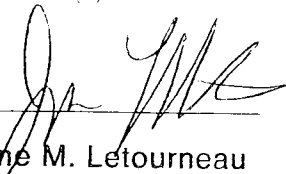
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

COPY

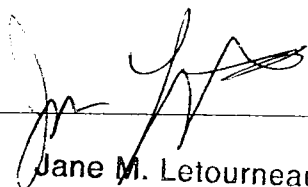
EXECUTIONS CONTINUED

EXECUTION DATE

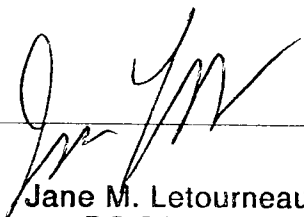
Officer Signature(s)



Jane M. Letourneau
P.O. BOX 3009
SALMON ARM, B.C. V1E 4R8
NOTARY PUBLIC
PHONE (250) 832-9319



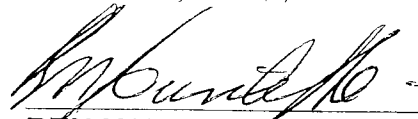
Jane M. Letourneau
P.O. BOX 3009
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NOTARY PUBLIC
PHONE (250) 832-9319



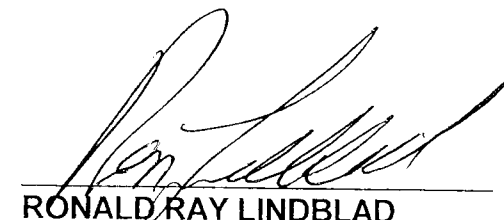
Jane M. Letourneau
P.O. BOX 3009
SALMON ARM, B.C. V1E 4R8
NOTARY PUBLIC
PHONE (250) 832-9319

Y	M	D
07	11	27
09	11	24
09	12	02

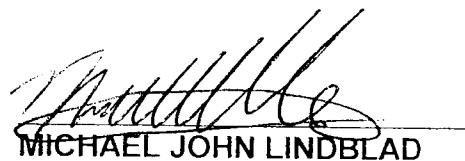
Party(ies) Signature(s)



BENJAMIN WILLIAM CUNLIFFE



RONALD RAY LINDBLAD



MICHAEL JOHN LINDBLAD

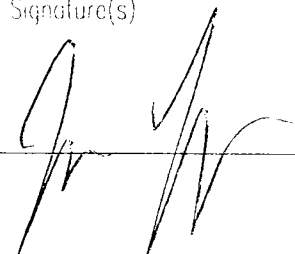
OFFICER CERTIFICATION:

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

EXECUTIONS CONTINUED

EXECUTION DATE

Officer Signature(s)

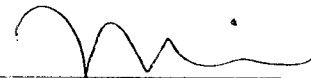
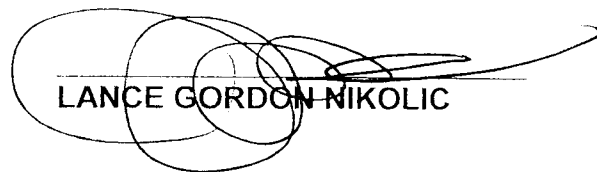


Lane M. Letourneau
P.O. BOX 3009
SALMON ARM, B.C. V1E 4R8
NOTARY PUBLIC
PHONE (250) 832-9319

(as to both signatures)

Y	M	D
2010	07	17

Party(ies) Signature(s)


NICOLI MARIA NIKOLIC
LANCE GORDON NIKOLIC

TERASEN GAS INC.
by its Authorized Signatories



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

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

5. TRANSFEROR(S):

RICHARD WILLIAM RENARD, as to an undivided 40/150 interest

BENJAMIN WILLIAM CUNLIFFE, as to an undivided 40/150 interest

RONALD RAY LINDBLAD, as to an undivided 40/150 interest

MICHAEL JOHN LINDBLAD, as to an undivided 15/150 interest

NICOLI MARIA NIKOLIC and **LANCE GORDON NIKOLIC**, as to an undivided 15/150 interest, as Joint Tenants

STATUTORY RIGHT OF WAY AGREEMENT

WHEREAS:

- A. "Owner" means the party(ies) described as Transferor(s) in Form C - Part 1, item 5 hereto.
- B. "Terasen Gas" means the party described as Transferee(s) in Form C - Part 1, item 6 hereto.
- C. "Land" means the land described in Form C - Part 1, item 2 hereto.
- D. The Owner is the registered owner or is entitled to become the registered owner of the Land.
- E. It is necessary for the operation and maintenance of Terasen Gas' undertaking to obtain a statutory right of way through, under and across the Land.
- F. The Owner has agreed to grant to Terasen Gas a statutory right of way on the terms contained herein.

WITNESSES THAT:

1. GRANT OF RIGHTS TO TERASEN GAS

The Owner, in consideration of the sum of One Dollar (\$1.00) of the lawful money of Canada now paid by Terasen Gas to the Owner (the receipt and sufficiency of which are hereby acknowledged), grants to Terasen Gas, for so long as Terasen Gas shall require it, a full, free and uninterrupted statutory right of way over the Land, for Terasen Gas, its employees, contractors, agents, invitees and licensees at all times hereafter:

- (a) To excavate for, install, construct, operate, maintain, repair, abandon, remove and replace one or more underground pipelines on the Land with any meters and fittings for use in connection with such pipeline(s), for the distribution of gas (the "Works");
- (b) To enter upon and have continual access to the Works over the Land, with or without vehicles, supplies, machinery or equipment, for any of the purposes set out in this paragraph 1;
- (c) To keep 1.5 meters on either side of the Works cleared of any trees or other vegetation, buildings, structures, foundations, improvements or obstructions which, in the opinion of Terasen Gas, may interfere with any of the rights granted to Terasen Gas herein;

- (d) Generally to do all acts necessary or incidental to the foregoing or to the business of Terasen Gas.

2. DUTIES OF THE OWNER

The Owner covenants and agrees with Terasen Gas:

- (a) Not to do or knowingly permit to be done anything which may, in the opinion of Terasen Gas, interfere with or injure the Works or impair the operating efficiency of the Works or create any hazard. Such acts include, but are not limited to, the acts referred to in this paragraph 2;
- (b) Not to store or use any inflammable substance or to burn or permit the burning of anything within 1.5 meters on either side of the Works;
- (c) Not to make, place, erect, operate, use or maintain within 1.5 meters on either side of the Works any building, structure, foundation, excavation, well, culvert, swimming pool, open drain or ditch, pond, pile of material, obstruction, equipment or thing, or to plant any vegetation which, in the opinion of Terasen Gas, may:
 - (i) interfere with or endanger the Works or the installation, construction, operation, maintenance, repair, removal, or replacement of the Works; or
 - (ii) obstruct access by Terasen Gas's employees, contractors, agents, invitees or licensees to the Works; or
 - (iii) create any hazard by its operation, use, maintenance or existence on the Land;
- (d) Subject to subparagraph 2(c), not to cultivate the Land to a depth of more than thirty (30) centimetres; and
- (e) Not to add or remove ground cover over the Works or carry out blasting on the Land without the prior written consent of Terasen Gas and if such consent is granted, only in accordance with the written requirements of Terasen Gas.

3. DUTIES OF TERASEN GAS

Terasen Gas covenants and agrees with the Owner:

- (a) To pay compensation to the Owner for any damage caused by Terasen Gas to the Owner's buildings, structures, livestock and vegetation on the Land as a result of Terasen Gas's exercise of any of its rights under this Agreement (the

"Damage"); provided that there is no negligence or wilful misconduct on the part of the Owner;

- (b) To assist the Owner, upon request, to determine the location of the Works by providing documentation and, if necessary, by attending at the Land and undertaking the necessary work to locate the pipe at no charge to the Owner;
- (c) That it shall, as soon as weather and soil conditions permit and where practicable to do so, bury and maintain any underground Works so the Works do not interfere with the drainage of the Land;
- (d) Upon formation of a strata corporation in respect of the Land, the strata corporation will automatically assume the Owner's obligations under this Agreement and the Owner will cease to be liable for any obligations of the Owner under this Agreement; and
- (e) At the request of the Owner or the strata corporation at any time following the registration of a strata plan in respect of the Land, Terasen Gas will execute and deliver to the Owner or the strata corporation, as the case may be, a release of this Agreement in a form acceptable for registration in the Kamloops Land Title Office insofar as it charges any strata lot in the strata plan, it being the intention of the parties that, following the registration of such strata plan, this Agreement will charge only the common property of the strata plan.

4.0 AGREEMENTS BETWEEN THE OWNER AND TERASEN GAS

The Owner and Terasen Gas covenant and agree that:

- (a) The amount of any compensation for Damage caused by Terasen Gas and payable under paragraph 3 herein shall be mutually agreed upon between the Owner and Terasen Gas but failing such agreement, shall be settled by arbitration pursuant to the Commercial Arbitration Act of British Columbia before a single arbitrator. No compensation shall be payable by Terasen Gas to the Owner for any Damage for which compensation has already been paid;
- (b) This Agreement shall be construed as running with the Land but no part of the fee of the soil shall pass to Terasen Gas by this Agreement;
- (c) Subject to subparagraph 4(d) and notwithstanding any rule of law or equity to the contrary, the Works shall remain the property of Terasen Gas who may remove them in whole or in part;
- (d) If Terasen Gas abandons the Works, it may, at its option, leave the Works, or any part thereof, and Terasen Gas shall release the rights granted by this Agreement. Upon the release of the rights granted to Terasen Gas by this

Agreement any abandoned Works shall belong to the Owner;

- (e) The provisions hereof are severable and if any of them should be found to be void or unenforceable at law, the remaining provisions shall not be affected thereby;
- (f) The expressions "Owner" and "Terasen Gas" shall include, and this Agreement shall enure to the benefit of and be binding upon, the executors, administrators, successors and legal assigns of the Owner and Terasen Gas;
- (g) Where the expression "Owner" includes more than one person, all of the covenants granted by the Owner in this Agreement shall be construed as being several as well as joint;
- (h) Nothing contained herein shall diminish or otherwise interfere with rights enjoyed by Terasen Gas by statute or otherwise;

In witness whereof the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 & 2) hereto.

END OF DOCUMENT