

Exhibit "M"

Statutory Right of Way KW165396

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT-PART 1 (This area for Land Title Office use)

Page 1 of 9 Pages

ABSTRACT REGISTRY
10330

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

JOHN L. SAMPSON
BARRISTER & SOLICITOR
3000 - 1055 West Georgia Street
P.O. Box 11130, Vancouver, Canada V6E 3R3
(604) 641-4872

John Sampson

✓

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

(PID) (LEGAL DESCRIPTION)
See Schedule

01 04/11/23 11:08:40 01 KL 788991
CHARGE \$64.75

3. NATURE OF INTEREST:*

Description	Document Reference (page and paragraph)	Person Entitled to Interest
Statutory Right of Way over those parts shown on Plan <u>76847</u>	Entire Document	Transferee

SRW

✓

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) include 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):*

BCR Properties Ltd. (Inc. No. 278246)

✓

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

Pemberton Valley Dyking District, a dyking improvement district incorporated under the laws of British Columbia and having an address of Box 235, Pemberton, B.C., V0N 2L0

✓

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GENERAL INSTRUMENT-PART 1

Page 2

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

Execution Date
Y M D

Transferor Signature

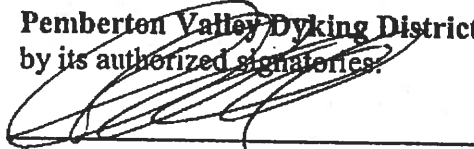


Bruce E. Mac Fayden

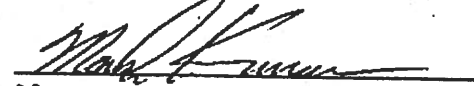
Commissioner for taking Affidavits — 2004 11 02
for B.C.

Appointment #2004-0460
Expiry # 04-30-07

Pemberton Valley Dyking District
by its authorized signatories:

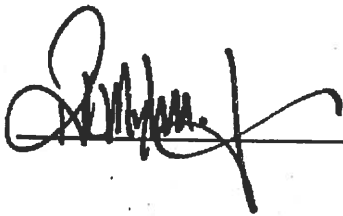


Name: Alan LeBlanc



Name: Mark Kulline ✓

(as to both signatures)



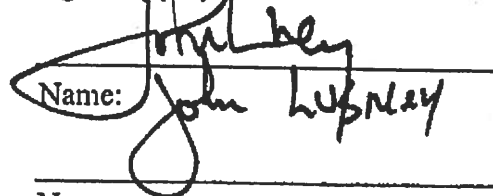
2004 11 19

RICHARD MYHILL-JONES, Commissioner
for taking Affidavits for British Columbia
#506 - 221 West Esplanade
North Vancouver, B.C. V7M 3J3

(as to both signatures)

Transferee Signature

BCR Properties Ltd. (Inc. No.
278246) by its authorized
signatory(ies):



Name: John Lupton ✓

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" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D

LAND TITLE ACT
Form E

SCHEDULE

Page 3

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

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

(PID)	(LEGAL DESCRIPTION)
001-501-411	District Lot 7926 Lillooet District Except Plans 7706, 35153 and 39638 ✓
004-707-095	The West ½ of the North West ¼ of District Lot 203, Lillooet District Except Plans A20, 1624, 9591, 6995, 7463, B6787, B6845, 9887, 11025, 17052, 19704, 25859, 22910, 26892, 33895, 38637, 39638, 41149, KAP45149, KAP57168, KAP57756 and H10996 ✓
013-281-771	That Part of District Lot 7926 Lillooet District Shown on Plan 39638 ✓

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY

THIS AGREEMENT, dated for reference the 3 day of August, 2004, is

BETWEEN:

BCR PROPERTIES LTD. (INCORPORATION NO. 278246),
a corporation incorporated pursuant to the laws of British
Columbia and having an address of Suite 506-221 West Esplanade,
North Vancouver, B.C., V7M 3J3.

("Grantor")

AND:

PEMBERTON VALLEY DYKING DISTRICT, a dyking
improvement district incorporated under the laws of British
Columbia and having an address of Box 235, Pemberton, B.C.,
V0N 2L0 (the "District")

("Grantee") ✓

GIVEN THAT:

- A. The Grantor is the registered owner in fee simple of the lands in the Squamish-Lillooet Regional District legally described as:

PID: 001-501-411, District Lot 7926 Lillooet District Except Plans 7706, 35153 and 39638;

PID: 004-707-095, the West ½ of the North West ¼ of District Lot 203, Lillooet District Except Plans A20, 1624, 9591, 6995, 7463, B6787, B6845, 9887, 11025, 17052, 19704, 25859, 22910, 26892, 33895, 38637, 39638, 41149, KAP45149, KAP57168, KAP57756 and H10996; and ✓

PID: 013-281-771, That Part of District Lot 7926 Lillooet District Shown on Plan 39638

(collectively, the "Land");

- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, enables the Grantor to grant in favour of the Grantee an easement without a dominant tenement known as a statutory right of way;

- C. The Grantor has agreed to grant and the Grantee accepts the statutory right of way created by this Agreement under Section 218 of the *Land Title Act*, for the purposes of the construction, installation, improvement, extension, removal, alteration, repair, maintenance, operation, replacement and use of certain works, including all appurtenances ancillary and incidental thereto, generally described as all ditches, dykes, pipes, valves, fittings, pumps, conduits, culverts, facilities and appurtenances necessary or convenient for the carrying or retaining of flood waters as part of the Grantee's system of dyking works (collectively, the "Works"); and
- D. This statutory right of way is necessary for the operation and maintenance of the Grantee's undertaking.

THIS AGREEMENT is evidence that in consideration of the promises set out in this Agreement, and of TWO DOLLARS (\$2.00) paid by the Grantee to the Grantor, receipt of which is acknowledged by the Grantor, the Grantor covenants and agrees with the Grantee in accordance with Section 218 of the *Land Title Act* as follows:

1. **Statutory Right of Way** – Under Section 218 of the *Land Title Act*, the Grantor hereby grants and conveys, in perpetuity and at all times, to the Grantee, its servants, employees agents, contractors, invitees, licensees, administrators, successors and assigns, the full, free, unrestricted and uninterrupted right, license, liberty, privilege, easement and statutory right of way in common with the Grantor over those portions of the Land shown outlined in heavy black on the reference plan of statutory right of way deposited in the Kamloops Land Title Office under number 76847 (the "Right of Way Area") a reduced copy of which is attached as Schedule "A", to enter, use, go, return, pass and repass with or without vehicles, equipment and machinery along, over, under and upon the Right of Way Area;
- (a) to construct and install the Works upon the Right of Way Area and to remove, replace, repair, and maintain the Works from time to time in the Grantee's discretion;
 - (b) to temporarily for no longer than thirty (30) consecutive days, store all personal property (including equipment) necessary for the installation, maintenance, repair or replacement of the Works;
 - (c) to alter the Right of Way Area as necessary, including by the removal or deposit of soil, the removal of trees, vegetation, buildings, structures or obstructions of any kind;
 - (d) to do all acts which in the opinion of the Grantee are necessary or incidental to the use of the Right of Way Area granted by this Agreement; and
 - (e) to at all times contain the Works within the Right of Way Area.

2. **Licence** – The Grantor grants to the Grantee an irrevocable licence coupled with the grant of Right of Way to enter onto and cross over the Land outside of the Right of Way Area, for the purpose of access to the Right of Way Area and to use, in conjunction with the performance of any works on the Right of Way Area a strip of land three (3) metres in width defined by lines equally distance from, and parallel and external to, the boundaries of the Right of Way Area, provided that the Works shall at all times be contained within the Right of Way.

3. **Grantor's Obligations** – The Grantor covenants and agrees with the Grantee that the Grantor must:
 - (a) permit the Grantee to hold and enjoy the rights, licenses, liberties, rights of way, privileges and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor;
 - (b) not make, place, erect or maintain on the Right of Way Area any building, structure, foundation or obstruction which will interfere with the Right of Way Area or the rights herein granted;
 - (c) not permit to be done any act or thing which in the reasonable opinion of the Grantee might injure or interfere with the use of the Right of Way;
 - (d) not carry on blasting on or adjacent to the Right of Way Area without the Grantee's prior approval;
 - (e) not diminish or increase the soil cover over any Works without the Grantee's approval; and
 - (f) thoroughly clean the Right of Way Area of all debris, rubbish and related matter placed on the Right of Way Area by the Grantor.

4. **Grantee's Right and Obligations**
 - (a) The Grantee may peaceably hold and enjoy the rights, liberties and right of way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust with the Grantor.
 - (b) The Works installed by the Grantee in, upon or under the Right of Way Area remain chattels and the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold, and the Works may at any time be removed in whole or in part by the Grantee, in its discretion.
 - (c) The Grantee may remove anything placed on the Right of Way Area by the Grantor but must promptly restore the Right of Way Area to substantially its original condition, but for the Works, so far as is reasonable practicable.

- (d) The Grantee must remove from the Right of Way Area all debris, rubbish and related matter on the Right of Way Area arising from any work done by the Grantee, its servants, agents or contractors, at the conclusion of any such work.
 - (e) The Grantee must use the Right of Way Area and carry out the Works in a good and workmanlike manner.
5. **Right of Way Runs With the Land** – Every obligation and covenant of the Grantor in this Agreement constitutes both a contractual obligation and a statutory right of way granted under section 218 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds its successors in title to the Land. This Agreement burdens and charges all of the Land of any parcel into which it is subdivided by any means and parcel into which the Land is consolidated. The Grantor is only liable for breaches of this Agreement while the Grantor is the registered owner of the Land.
6. **No Affect on Laws or Powers** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the Grantee under any statute, bylaw or other enactment, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any statute, bylaw or other enactment relating to the use or subdivision of the Land; or
 - (c) relieve the Grantor from complying with any statute, bylaw or other enactment, including in relation to the use or subdivision of the Land.
7. **Indemnity** – The Grantor must at all times indemnify, save harmless, release and forever discharge the Grantee from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises whatsoever, at law, or in equity, whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Grantor in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Grantee.
8. The Grantee must at all times indemnify, save harmless, release and forever discharge the Grantor from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises whatsoever, at law, or in equity, whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Grantee in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Grantor.

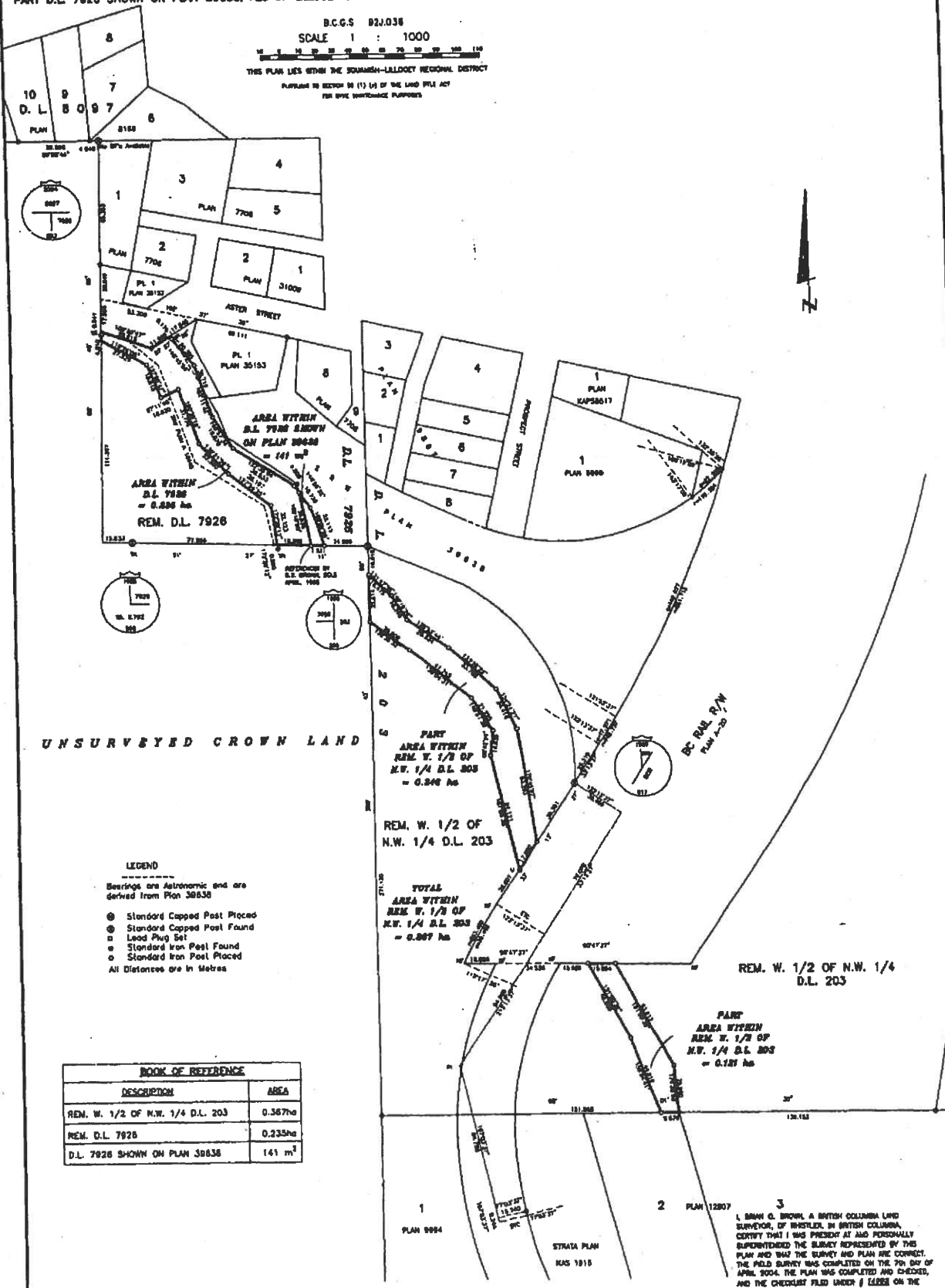
9. **Amendment** – This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Grantor and the Grantee.
10. **Waiver** – A waiver of any breach of this Agreement is binding only if given in an instrument executed by the party giving the waiver and only if the waiver is an express waiver of the breach in question. A waiver of a breach of this Agreement operates to waive only the breach in respect of which it has expressly been given.
11. **Contract and Deed** – By executing and delivering this Agreement both the Grantor and the Grantee intend to create both a contract and a deed executed and delivered under seal.
12. **Priority** – At the Grantor's expense, the Grantor must do everything necessary to secure priority of registration and interest for this Agreement and the section 218 statutory right of way it creates over all registered and pending charges and encumbrances of a financial nature against the Land.
13. **Further Acts** – The Grantor must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
14. **Severance** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that part must be severed and the decision that it is invalid, illegal or unenforceable must not affect the validity of the remainder of this Agreement.
15. **Reference** – Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.
16. **Governing Law** – This Agreement is governed and construed in accordance with the laws of the Province of British Columbia.

As evidence of their agreement to the above terms, the Grantor and the Grantee each have executed and delivered this Agreement under seal by executing the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

REFERENCE PLAN OF STATUTORY RIGHT OF WAY OVER PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF D.L. 203 EXCEPT PLANS A20, 1624, 9591, 8995, 7483, 86787, 86845, 8887, 11025, 17052, 19704, 25859, 22910, 28892, 33895, 38637, 39638, 41149, KAP45149, KAP57168, KAP57758 AND H10998, PART OF D.L. 7926 AND PART OF THAT PART D.L. 7926 SHOWN ON PLAN 39638. ALL OF LILLOOET DISTRICT.

PLAN KAP
 DEPOSITED IN THE LAND TITLE OFFICE AT VANCOUVER, B.C.
 This Day of _____, 2004.

B.C.G.S. 021038
 SCALE 1 : 1000
 THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT
 PURSUANT TO SECTION 91 (1) (a) OF THE LAND TITLE ACT
 FOR THE PURPOSES OF THIS ACT



UNSURVEYED CROWN LAND

LEGEND

- Bearings are Astronomic and are derived from Plan 39638
- Standard Capped Post Placed
- Standard Capped Post Found
- Lead Plug Set
- Standard Iron Post Placed
- Standard Iron Post Found
- All Distances are in Metres

BOOK OF REFERENCE	
DESCRIPTION	AREA
REM. W. 1/2 OF N.W. 1/4 D.L. 203	0.367ha
REM. D.L. 7926	0.235ha
D.L. 7926 SHOWN ON PLAN 39638	141 m ²

R. B. Brown Land Surveying Ltd
 Professional Land Surveyors
 P.O. Box 13, Whistler, B.C. V0N 1B0
 604-932-5428 Fax 604-938-1361
 E-mail rbbrown1@telus.net

I, BRAD G. BROWN, A BRITISH COLUMBIA LAND SURVEYOR, OF WHISTLER, IN WRITING CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE FIELD SURVEY WAS COMPLETED ON THE 7th DAY OF APRIL 2004. THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST FILED UNDER # 122807 ON THE 19th DAY OF APRIL, 2004.

Brad G. Brown B.C.L.S.

Scm

LAND TITLE ACT

FORM 11(a)
(section 99(1)(e), (j) and (k))

APPLICATION FOR DEPOSIT OF
REFERENCE OR EXPLANATORY PLAN (CHARGE)

I, JOHN L. SAMPSON, Lawyer, of Bull, Housser & Tupper, Barristers & Solicitors,
3000 - 1055 West Georgia Street, Vancouver, British Columbia, V6E 3R3, agent of
PEMBERTON VALLEY DYKING DISTRICT, of Box 235, Pemberton, B.C. V0M 2L0, the owner
of a registered charge apply to deposit a reference plan of Statutory Right of Way over part of:

001-501-411 District Lot 7926 Lillooet District Except Plans 7706, 35153 and 39638

004-707-095 The West 1/2 of the North West 1/4 of District Lot 203, Lillooet District
Except Plans A20, 1624, 9591, 6995, 7463, B6787, B6845, 9887,
11025, 17052, 19704, 25859, 22910, 26892, 33895, 38637, 39638,
41149, KAP45149, KAP57168, KAP57756 and H10996

013-281-771 That Part of District Lot 7926 Lillooet District ^{Shown on Plan 39638}
~~ASSIGNED PLAN NO.~~

I enclose:

1. The reference plan.
2. The reproductions of the plan required by section 67(s) (see below).
3. Fees of \$ 54.

ASSIGNED PLAN NO.

Dated the 22nd day of November, 2004.

KAP 76847

(File 04-1568)

John Sampson
SIGNATURE

NOTE:

- (i) Under section 67(s) the following reproductions of the plan must accompany the application:
 - (a) one blue linen original (alternatively white linen or original transparency).
 - (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 in an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (approximately .8094 hectares) or where, for permitted uses, an approving officer has endorsed the plan under section 3 of the Agricultural Land Reserve Subdivision and Land Use Regulation (B.C. Reg. 448/98) 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.

01 04/11/23 11:08:55 01 KL
S/S/OT PLANS

788991
\$54.00
0

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 219, the instrument containing must be tendered with the plan.