

Exhibit "N"

Statutory Right of Way KX45465

FORM C

(Section 233)

Province of
British Columbia

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

PAGE 1 of 9 pages

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

BULL, HOUSSER & TUPPER, Barristers & Solicitors, 3000 - 1055 West Georgia Street, Vancouver, British Columbia, V6E 3R3 (604) 687-6575 (File No. 04-1568) (Public Access over Dyke)

Per:

John Sampson
JOHN L. SAMPSON

01 05/04/18 14:37:10 01 KL
CHARGE

822683
\$64.75

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

(PID)	(LEGAL DESCRIPTION)
NPA	Lot 1, District Lots 7926 and 203, Lillooet District, Plan KAP <u>77917</u>
NPA	Lot 3, District Lot 203, Lillooet District, Plan KAP <u>77917</u>
001-501-411	District Lot 7926 Lillooet District Except Plans 7706, 35153 and 39638

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Statutory Right of Way over those parts shown on Plan KAP76847	Entire Instrument	Transferee

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

(a) Filed Standard Charge Terms	<input type="checkbox"/>	D.F. Number:
(b) Express Charge Terms	<input checked="" type="checkbox"/>	Annexed as Part 2
(c) Release	<input type="checkbox"/>	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):*

BCR PROPERTIES LTD. (Inc. No. BC0278246), of 506 - 221 West Esplanade, North Vancouver, British Columbia, V7M 3J3

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

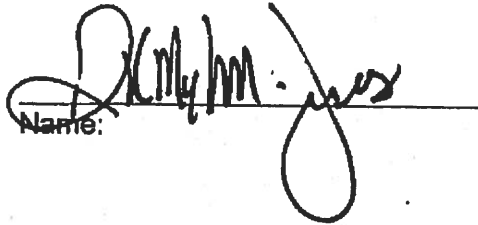
THE CORPORATION OF THE VILLAGE OF PEMBERTON, Municipal Hall, P.O. Box 100, 7400 Prospect Street, Pemberton, British Columbia, V0N 2L0

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)


Name:

(as to both signatures)

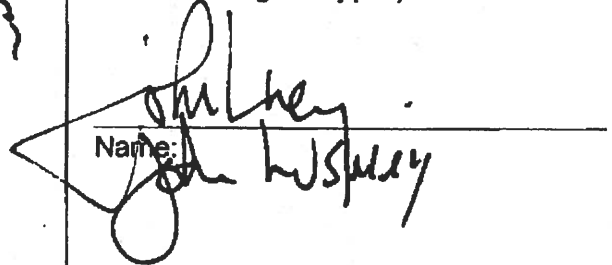
RICHARD MYHILL-JONES, Commissioner
for taking Affidavits for British Columbia
#506 - 221 West Esplanade
North Vancouver, B.C. V7M 3J3

EXECUTION DATE

Y	M	D
2005	03	03

Party(ies) Signature(s)

BCR PROPERTIES LTD. by its authorized signatory(ies):


Name:

Name:

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.

Officer Signature(s)

EXECUTION DATE

Transferor/Borrower/ Party Signature(s)

Sheona Fraser

Name:

Y	M	D
2005	04	12

THE CORPORATION OF THE
VILLAGE OF PEMBERTON by its
authorized signatory(ies):

B. Kirk - Clerk

Name: Bryan Kirk

E Warner Mayor

Name: Elinor Warner

(as to both signatures)

pub
Sheona Fraser
Assistant Clerk
A commissioner for taking affidavits for
The Village of Pemberton in the Province
Of British Columbia
P.O. Box 100, 7400 Prospect Street,
Pemberton, B.C.
(604) 894-6135
Expires April 2007

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.

TERMS OF INSTRUMENT - PART 2

**STATUTORY RIGHT OF WAY
(Public Access over Dyke)**

THIS AGREEMENT made as of the 18th day of April, 2005,

BETWEEN:

BCR PROPERTIES LTD. (Inc. No. BC0278246)
506 - 221 West Esplanade
North Vancouver, British Columbia, V7M 3J3

(the "Grantor")

AND:

THE CORPORATION OF THE VILLAGE OF PEMBERTON,
Municipal Hall, P.O. Box 100, 7400 Prospect Street, Pemberton,
British Columbia, V0N 2L0

(the "Village")

WITNESSES THAT WHEREAS:

- A. The Grantor is the registered owner of the Lands (as defined herein);
- B. The Pemberton Valley Dyking District (the "Dyking District") has a statutory right of way over, inter alia, that portion of the Lands shown on Plan KAP76847 and has constructed certain works within the right of way area including a dyke (the "Dyke");
- C. The Village wants the public to be able use the Dyke as a pedestrian trail and the Dyking District has agreed to such use of the Dyke by the Village (and the general public) and accordingly, the Village requires and the Grantor has agreed to grant to the Village the statutory right of way contained herein; and
- D. The statutory right of way is necessary for the operation and maintenance of the Village's undertaking.

NOW THEREFORE in consideration of the premises, the sum of ONE DOLLAR (\$1.00), receipt of which from the Village is hereby acknowledged by the Grantor, and other good and valuable consideration, the parties agree as follows:

1. The Grantor grants in perpetuity to the Village, the full, free and uninterrupted right, liberty, right of way and easement for the Village, its servants, employees, agents, contractors and invitees (including without limitation, the general public) to pass and repass, on foot, with bicycles or in wheelchairs, including motorized wheelchairs (but excluding motorized vehicles and other motorized modes of transportation), at all times and from time to time, along, over and upon those portions of the lands more particularly described in Item 2 of Part 1 of this General Instrument (the "Lands") shown outlined in heavy dark line on the Reference Plan of Statutory Right of Way prepared by Brian O. Brown, B.C.L.S. on April 19, 2004, (a photo-reduced copy of which is attached hereto as Schedule "A" (the "Right of Way Area");
2. The Village may:
 - (a) all at its own cost and expense, maintain the existing trail on the top of the Dyke within the Right of Way Area all in accordance with the standards generally applicable to the Village's other public pedestrian and bicycle trails (the "Maintenance Works");
 - (b) bring onto the Right of Way Area all materials and equipment reasonably required for the Village to maintain the trail (but not including the Dyke);
 - (c) clear the Right of Way Area and keep it clear of anything which in the reasonable opinion of the Village constitutes or may constitute an obstruction to the use of the Right of Way Area as herein contemplated;
 - (d) trim or, if necessary, cut down any tree or other growth on the Lands which in the reasonable opinion of the Village constitutes or may constitute a danger or obstruction to those using the Right of Way Area or the Maintenance Works;
 - (e) cross over the Lands for reasonable access to the Right of Way Area and make reasonable ancillary use of the Lands in order to carry out the Maintenance Works; and
 - (f) do all acts which in the reasonable opinion of the Village are incidental to the foregoing.
3. The Grantor shall:
 - (a) not store any material over, on, in or under the Right of Way Area without the prior written consent of the Village, which consent shall not be unreasonably withheld;
 - (b) not do or permit to be done any act or thing which in the reasonable opinion of the Village might interfere with, injure, impair the operation, or efficiency of, or obstruct access to, the use of the Right of Way Area or the Maintenance Works;
 - (c) execute all further documents and things whatsoever for the better assuring unto the Village the right of way hereby granted;

- (d) permit the Village to peaceably hold and enjoy the rights hereby granted; and
- (e) do all things reasonably deemed by the Village to be reasonably necessary for the safe use and preservation of the Right of Way Area as herein contemplated.

4. The Village shall:

- (a) use the Right of Way Area and carry out the Maintenance Works in a good and workmanlike manner in order to cause no unnecessary change or disturbance to the Lands or any improvement on the Lands, including the Dyke;
- (b) rake up all rubbish and debris it creates in order to leave the Right of Way Area and the Lands in a reasonably neat and clean condition;
- (c) exercise the utmost care not to damage the Lands or any improvement on the Lands, including the Dyke, and if the Village should cause any damage, then the Village shall restore such damaged Lands or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch and where the Village deems full restoration to be impractical, reimburse the Grantor for all damage the Village has caused but not restored;
- (d) accept sole responsibility for the Maintenance Works;
- (e) not interfere with the use of the Right of Way Area by the Dyking District; and
- (f) at its own expense, throughout the term of this Agreement, secure and maintain a policy of public liability insurance from an insurer acceptable to the Grantor, acting reasonably, with an inclusive limit of not less than \$5,000,000 per occurrence for bodily injury and property damage. The liability insurance shall:
 - (i) name the Grantor, its officers, agents and employees, the Dyking District, its elected officials, officers, agents and employees, and the Village as insureds and indemnify them against liability for property damage or personal injury (including death) resulting from entry upon or use of the Right of Way Area by the Village and its agents, servants, licenses, workmen or other persons for whom it is in law responsible (including, without limitation, the general public);
 - (ii) be stated to be primary or non-contributing with any insurance that the Grantor or the Dyking District may carry; and
 - (iii) require not less than ten (10) days prior written notice of cancellation or modification be given to the Grantor;
- (g) pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Village as the same become due; and

- (h) deliver to the Grantor from time to time, upon demand, certificates of insurance certifying that the Village has the above specified insurance.
5. All chattels and fixtures installed by the Village over, on, in or under the Right of Way Area are and shall remain owned by the Village, any rule of law or equity to the contrary notwithstanding.
6. The Village shall indemnify and hold harmless the Grantor from any and all liability, damage and expense of every nature and kind whatsoever arising out of the negligence of the Village and its agents, servants, licensees, workmen or other persons for whom it is in law responsible arising out of or in any way connected with anyone's use of the Right of Way Area as a public access route or trail, whether as the Village's servant, agent, employee, licensee, invitee or anyone for whom it is responsible, as well as any member of the public.
7. Notwithstanding anything contained herein, neither the Grantor nor any future owner of the Lands or any portion thereof shall be liable under any of the covenants and agreements contained in this Agreement where such liability arises by reason of an act or omission occurring while the Grantor or any such future owner of the Lands, as the case may be, ceases to have any further interest in the Lands.
8. Save as set forth herein, nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Right of Way Area or the Lands in any manner which does not contravene this Agreement.
9. Notwithstanding anything contained herein, the Village reserves all rights and powers of expropriation otherwise enjoyed by the Village.
10. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party, this Agreement runs with the Lands, whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:
- (a) that party has been served personally, on the date of service; or
 - (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is the earlier, so long as the notice is mailed to the party at the most recent address shown on title to the Lands in the records of the Kamloops Land Title Office for that party or to whatever address the parties from time to time may in writing agree to;

whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires; every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party; any opinion which the Village is entitled by virtue of this Agreement to form may be formed on behalf of the Village by the Village Superintendent of Works in which event the opinion of the Superintendent of Works shall be deemed to be the opinion of the Village for the purposes of this Agreement; nothing herein grants to the Village any interests in the riparian or littoral rights of the Grantor to any

lands which may accrete to the Lands; if any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement; this Agreement shall enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary; and this Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

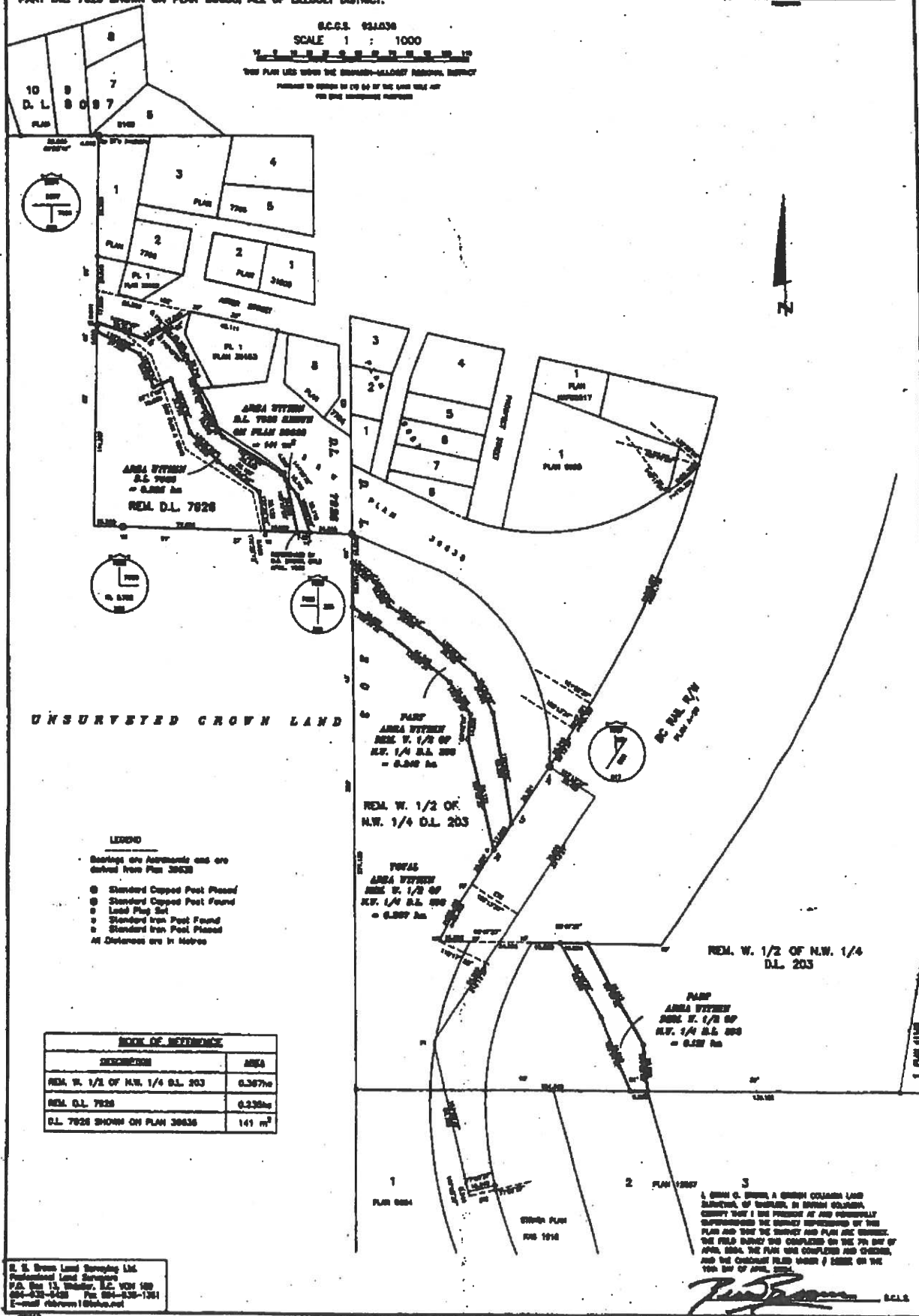
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Item 8 of Part 1 of this Instrument.

ATTACHMENTS: Schedule "A" Reference Plan

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, 6881, 6885, 7463, 86787, 86845, 8687, 11028, 17082, 18704, 25858, 22810, 26882, 33885, 38637, 38638, 41149, KAP45148, KAP57168, KAP57758 AND H10898, PART OF D.L. 7828 AND PART OF THAT PART D.L. 7828 SHOWN ON PLAN 38638, ALL OF LALLOOT DISTRICT.

PLAN MAP
 REGISTERED IN THE LAND TITLE
 OFFICE OF SASKATCHEWAN, S.C.
 No. 76847

S.C.S.S. 921636
 SCALE 1 : 1000
 THIS PLAN LIES WITHIN THE BRIMLEY-LALLOOT REGIONAL DISTRICT
 PREPARED IN ACCORDANCE WITH THE LAND TITLE ACT
 FOR THE BRIMLEY REGIONAL DISTRICT



UNSURVEYED CROWN LAND

- LEGEND**
- Bearings are Azimuths and are derived from Plan 38638
 - Standard Capped Post Placed
 - Standard Capped Post Found
 - Land Flag Set
 - Standard Iron Post Found
 - Standard Iron Post Placed
- 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. 7828	0.238ha
D.L. 7828 SHOWN ON PLAN 38638	141 m ²

R. S. Brown Land Surveying Ltd.
 Professional Land Surveyors
 P.O. Box 13, Weyburn, S.C. S4N 1S9
 304-238-2428 Fax 304-238-1381
 E-mail rsbrown1@shaw.ca

I, JOHN G. BROWN, A GRADUATE SURVEYOR OF SASKATCHEWAN, IN BRIMLEY REGIONAL DISTRICT, HEREBY CERTIFY THAT I AM PRESENT AT AND PERSONALLY SUPERVISED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE FIELD WORK WAS COMPLETED ON THE 7th DAY OF APRIL, 2004. THE PLAN WAS COMPILED AND CHECKED, AND THE CHECKLIST FILED UNDER / 76847 ON THE 10th DAY OF APRIL, 2004.

John G. Brown S.C.S.S.