

NEW WESTMINSTER LAND TITLE OFFICE

CA2218952

LAND TITLE ACT Oct-04-2011 12:26:57.001
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 6 PAGES

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

Donald Andrew Giddings YJCQPN
Digitally signed by Donald Andrew Giddings YJCQPN
DN: c=CA, cn=Donald Andrew Giddings YJCQPN, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=YJCQPN
Date: 2011.10.04 10:48:17 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
DONALD A. GIDDINGS LAW CORPORATION
3876 Broadway Avenue, P.O. Box 2016

Smithers BC V0J 2N0 Phone: (250) 877-0011
Document Fees: \$71.90 Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
004-699-459 LOT 1 SECTION 5 TOWNSHIP 9 RANGE 5 COAST DISTRICT PLAN 7058

STC? YES []

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) [] Filed Standard Charge Terms D.F. No. (b) [checked] Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
PAUL PIERRE MURPHY AND MARLENE CORINNE THIMER

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
CLARK LESLIE SCHATNER, PLUMBER
23809 WALCOTT ROAD
TELKWA BRITISH COLUMBIA
V0J 2X2 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
SEE SCHEDULE

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

Transferor(s) Signature(s)

DONALD A. GIDDINGS
Barrister and Solicitor
P.O. Box 2016
Smithers, B.C., V0J 2N0

Table with 3 columns: Y, M, D. Values: 11, 10, 03

PAUL PIERRE MURPHY

MARLENE CORINNE THIMER

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

 KIRK F. STANLEY
 A Commissioner for Oaths & Notary
 Public in and for the Province of Alberta
 Entitled to Practice therein as a Solicitor
 Box 452 Bow Island, AB, T0K 0G0
 Ph: 403-545-6666
 Fax: 403-545-6677

Y	M	D
11	09	20

 CLARK LESLIE SCHATNER

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.

FORM_E_V17

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 6 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement

DOMINANT LANDS: 004-699-513 Lot 2 Section 5
Township 9 Range 5 Coast District Plan 7058

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

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ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

supplies and equipment required to exercise the rights herein granted as and from the date of this agreement, and for so long thereafter as the Transferee desires to exercise the said rights.

- B) The Transferees agree that the Easement Area shall not be relocated except as necessary temporarily to repair, replace or reconstruct it.
- C) The Transferees covenant to keep indemnified the Transferor against all actions suits, claims or demands by any person whomever in respect of loss, injury, damage or obligation arising out of or connected with the operations carried on by the Transferees, in, under or upon the Servient Tenement unless such losses, injury, damage or obligation shall have been caused by the negligence of the Transferor, their servants or agents.
- D) The Transferor shall not, without the prior written consent of the Transferees, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the Servient Tenement so as to interfere with the said Easement Area or access thereto any pit, well, foundation or other structure or installation, but otherwise the Transferor should have the right to fully use and enjoy the Servient Tenement except as the same may be necessary for the purposes herein granted to the Transferee.
- E) Should the Transferees excavate for the purposes of reinstalling or repairing the Easement Area, they shall place any such water line or piping at a depth not less than seven (7) feet below the natural surface of the land.
- F) The Transferees shall compensate the Transferor for damage done to any buildings, crops, fences, timber and livestock on the Servient Tenement by reason of the exercise of the rights hereinbefore granted.
- G) Upon the discontinuance of the use of this Easement and of the exercise of the rights hereby granted, the Transferees shall and will restore the Servient Tenement to the same condition, so far as it is practicable to do so, as the same were in prior to the entry thereon and the use of thereof by the Transferees.
- H) Subject to the Transferees performing and observing the covenants and the conditions under this part to be performed and observed, the Transferees shall and may peacefully hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interruption on the part of the Transferor or any person, firm, corporation claiming by, through, under or in trust, for the Transferor.
- I) The Parties further agree as follows:
 - (1) that the waterline will be used by the Transferees and the Transferor for normal household use for one residence only, and for watering horses and domestic livestock, and gardening.
 - (2) the cost of maintenance in connection with the Easement Area shall be borne equally between the users of the Well on the basis of the number of residences

which are supplied. In the event that one of the residences so supplied by the Well is not occupied for any billing period by British Columbia Hydro for the Well, that party shall not be obliged to pay for the electricity costs required to operate the Well;

- (3) the costs of construction, replacement, repair and maintenance of any lines shall be borne by the owner of the tenement so supplied;
 - (4) In the event the supply of water is short, the parties shall share available water equally and each shall act reasonably;
 - (5) this Easement is and shall be of the same force and effect to all intent and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Transferor and the Transferees respectively, and wherever the singular or masculine is used it shall be considered as if the plural or feminine or the neuter, as the case may be, had been used, where the context of the part or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes hereby rendered necessary have been made.
- J) In the event that any dispute should arise between any of the parties hereto concerning the interpretation of this agreement, the easement hereby granted or any of the provisions contained herein, the parties concerned shall refer such dispute to arbitration pursuant to the provisions of the *Commercial Arbitration Act* of the British Columbia or any successor thereto.

END OF DOCUMENT