

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Oct-04-2011 12:26:57.002

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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 10:47:42 -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

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) 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

Y	M	D
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.

FORM_E_V17

**LAND TITLE ACT
FORM E**

SCHEDULE

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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
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easement and right of way to ingress and egress on, over under and through the Easement Area exclusively for the following purposes:

- a) for use of the Road as a road for the Transferees, by person, vehicles and animals;
- b) for re-building, replacing, maintaining, digging up, inspecting and repairing the Road;
- c) for building, rebuilding, burying, digging up, replacing, maintaining inspecting and repairing (as applicable) the Road and Works (including any clamps, conduit, pipe and other attachments or appurtenances associated therewith);
- d) for all activities necessarily incidental to the above-mentioned uses.

2. **Indemnity**

The Transferees covenant and agree to keep indemnified the Transferors against all actions suits, claims or demands by any person whomsoever 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 Easement Area unless such loss, injury, damage or obligation shall have been caused by the negligence or intentional act or omission of the Transferors, their servants or agents.

3. **Access**

The Transferors hereby expressly covenant and agree that they shall not make, place, erect or maintain any building, structure, foundation or obstruction on the Easement Area which will interfere with or damage the Road or the Works, or prevent reasonable access there to and the Transferees shall peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interruption on the part of the Transferors or any person, claiming by, through, under or in trust, for the Transferors.

4. **Restoration After Entry**

The Transferees covenant and agree that they shall, so often as they, their servants, or agents enter onto the Easement Area to re-build, replace, maintain, inspect, renew or repair the Road or the Works, forthwith restore the surface thereof as nearly as possible to the same condition as it was prior to entry.

5. **Expenses**

The Transferees shall be responsible for all cost and expenses associated with the Road and the Works.

6. **No Warranties**

The Transferors make no representations or warranties respecting the suitability of the Easement Area for the Transferees' purposes.

7. **Successors and Assigns**

The Easement and all other agreements herein are and shall be of the same force and effect to all intents 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 respective parties hereto; 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 agreement shall be construed as if the grammatical and terminological changes hereby rendered necessary have been made.

8. **Further Assurances**

The parties shall, at all times and from time to time hereafter, and upon reasonable request, do all further assurances and acts for the purpose of giving full effect to the covenants, agreement and provisions herein contained.

9. **Entire Agreement**

This Easement constitutes the entire agreement between the parties and shall supersede all previous agreements, written or oral, and there are no other agreements collateral hereto.

10. **No Relocation**

Notwithstanding the generality of this Easement, the roadway now existing shall not be relocated without the consent of the Transferees.

END OF DOCUMENT