

~~\$ 20.00~~

~~K 4636~~

~~K 4637~~

FORM 17

NATURE OF INTEREST: ^{Easement} EASEMENT

Name address, occupation & telephone No. of Person presenting application for registration.

Market value ^{nominal}

HEREWITH FEES OF: 10.00

PLEASE REFER ALL MATTERS RELATIVE TO THIS APPLICATION TO

PERRY & COMPANY
BARRISTERS & SOLICITORS
P.O. Box 790, SMITHERS, B.C.
VOJ 2N0 847-4341

AGENT OF THE APPLICANT
RUPERT TITLE SEARCH LTD.

P.O. BOX 181, PRINCE RUPERT, B.C.

Signature of Applicant/Agent

VOJ 9P6

RECEIVED
LAND REGISTRY
PRINCE RUPERT
15 33 '81

THIS INDENTURE made the 13th day of February, 1981.

BETWEEN:

RAIMO KALERVO KORPELA and CATHLEEN JANICE KORPELA, Joint Tenants, both of R.R. #1, Walcott Road, Telkwa, British Columbia V0J 2X0

(Hereinafter called the "Grantor")

OF THE FIRST PART

AND:

PIETER IZEBRAND OOSTERHOFF, Dairy Farmer, of R.R. #1, Telkwa, British Columbia, V0J 2X0

(Hereinafter called the "Grantee")

OF THE SECOND PART

Referred to Mr. Grandy, Registrar - OK to accept for registration. 23/3/81

WHEREAS the Grantor is the registered owner of Lots 1 and 2, Section 5, Township 9, Range 5, Coast District, Plan 7058, hereinbefore called the "Grantor's Lands".

AND WHEREAS the Grantee is the registered owner of the South-East 1/4, Section 8, Township 9, Range 5, Coast District, hereinbefore called the "Grantee's Lands".

LAND TITLE ACT
Form 1 (Section 29)
MEMORANDUM OF REGISTRATION
Registered on application received on the day and at the time written hereon
W.D. Grandy Registrar
Prince Rupert Land Title Office

PRINCE RUPERT
L.R.O.
AMOUNT PAID

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K 4636**K 4637**

- 2 -

AND WHEREAS the Grantor has constructed a reservoir and applied for a Water Licence on Goldoni Creek which reservoir lies on the Northerly boundary of Lot 1 of the Grantor's lands and encroaches on the Grantee's lands.

AND WHEREAS the Grantor and the Grantee have requested of each other and each have agreed to grant to the other an Easement across the Grantor's lands and the Grantee's lands for the mutual benefit of both the Grantor's land and the Grantee's land.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), paid by the Grantor to the Grantee and the Grantee to the Grantor the receipt of which is hereby acknowledged by the Grantor and the Grantee and that the Grantor and the Grantee hereby grants to each other and each of their heirs, executors, administrators, successors and assigns and the owners at the time being of the lands of the Grantor and of the lands of the Grantee the right, licence, liberty, privilege, easement and Right-of-Way, on, over, under and/or through the lands of the Grantor and the lands of the Grantee for the purpose of the maintenance, use and operation of the waterlines and the reservoir, and continuing on or under the lands of both the Grantor and the Grantee for the laying down, construction, reconstruction and/or repair of one or more waterlines, together with all the works necessary for the carriage conveyance and transportation of water to the lands of the Grantor and Grantee together with the right of ingress and egress to and from the said Right-of-Way for their servants, agents, vehicles, supplies and equipment for the purpose of exercising of the rights herein granted as and from the date of this agreement, and for so long thereafter

K 4636

K 4637

- 3 -

as the Grantor or Grantee desires to exercise the rights and privileges hereby given on the following terms and conditions which are hereby mutually covenanted and agreed to be and between the Grantor and the Grantee:

1. The Parties hereto covenant to keep indemnified each other against all actions, suits, claims or demands by any person whomsoever in respect of loss, injury, damage or obligation arriving out of or connected with the operations carried on by the Grantee or the Grantor in, under or upon the said lands of the Grantor or the Grantee unless such loss, injury, damage or obligations shall have been caused by the negligence of the Grantor or the Grantee, its servants or agents.

2. The Grantor and the Grantee shall each bear their own costs of the construction of any waterlines to their own property.

3. The Grantor and the Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easement 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.

4. This easement is, 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,

K 4636

K 4637

- 4 -

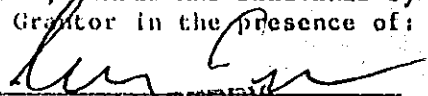
administrators, successors and assigns of the Grantor and the Grantee, respectively; and wherever the singular or masculine is used, it shall be considered as if the plural or the feminine or the neuter, as the case may be, had been used; where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary have been made.

5(a) The Parties hereto covenant and agree for themselves and their heirs, executors, successors and assigns covenant and agree that the water reservoir and waterline will be used for normal household use for two residences.

(b) It is understood and agreed between the parties hereto for themselves and their heirs, executors, successors and assigns that in the event of a water shortage or drought, water shall be shared by each residence for normal household usage on an equal basis, and if necessary, on an equal rotating basis, to ensure each residence some supply of water.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the date and year first above written.

SIGNED, SEALED AND DELIVERED by
the Grantor in the presence of:



JOHN L. PERRY
Barrister & Solicitor
P.O. BOX 790,
SMITHERS, B.C. V0J 2N0

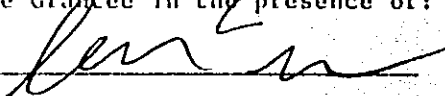


RAINO KALERVO KORPELA

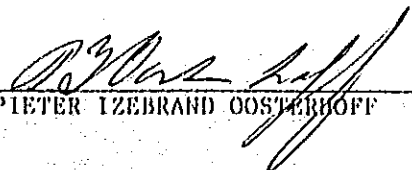


CATHLEEN JANICE KORPELA

SIGNED, SEALED AND DELIVERED by
the Grantee in the presence of:



JOHN L. PERRY
Barrister & Solicitor
P.O. BOX 790,
SMITHERS, B.C. V0J 2N0



PIETER IZBRAND OOSTERHOFF

LAND TITLE ACT

FORM 2

(Sections 43 (a) and 44 (a))

K 4636

AFFIDAVIT OF WITNESS

K 4637

I,
Smithers of
..... in
British Columbia, make oath and say:

1. I was present and saw this instrument duly signed and executed byBAIMO..KALERVQ..KORPELA...
& CATHLEEN JANICE KORPELA the party(ies) to it, for the purposes named in it.
2. The instrument was executed at Smithers
3. I know the party(ies), who is(are) 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at Smithers
in British Columbia, this day
of March 19 81

*

*Write name and qualifications under section 48, e.g.: A Commissioner for Taking Affidavits for British Columbia.
NOTE—This affidavit must be sworn by a witness who is not a party to the instrument.

K 4636

K 4637

DATED: February 13th, 1981

BETWEEN:

RAIMO KALERNO KORPELA
and CATHLEEN JANICE KORPELA

AND:

PIETER IZEBRAND OOSTERHOFF

EASEMENT AGREEMENT

PERRY & COMPANY
BARRISTERS AND SOLICITORS
BOX 790
SMITHERS, B.C.