

DOCUMENT NUMBER: KK30043

DOCUMENT: Easement

NUMBER OF PAGES: 10 + Plan KAP56756

REASON FOR DOCUMENT:

waterline system

HILITE FOR CLIENTS: read pages 8 - 10 inclusive and hilite area on plan.

NOTES: none

REVIEWED BY: Wendy Thomas

DATE: June 7, 1997

KK030043

1 AND TITLE OF FICHE
2 222 0015

VERNON
AA

(This area for Land Title Office Use)

Page 1 of 10

Signature of Applicant's Agent

2. (a) Parcel Identifier and Legal Description of Land:*	(PID)	(Legal Description)
See Schedule		

3. NATURE OF INTEREST*

[illegible]

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

See Attached Schedule

4. TERMS: Part 2 of this instrument consists of (select one only) 7/96 AD6760 CHARGE 50.00

(a) Filed Standard Charge Terms ☐ D.F. No. /
(b) Express Charge Terms ☒ Annexed as Part 2
(c) Release (Discharge) ☐ 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 discharge as a charge on the land described in Item 2.

5. TRANSFEROR (B) : *

See Attached Schedule

6. TRANSFEREE(S) (INCLUDING OCCUPATION POSTAL ADDRESS AND POSTAL CODE)*
See Attached Schedule

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 forms, if any.

Execution Date
Y M D

Officer Signature(s)

Transferee and
Transferor(s) Signature(s)
M.W. DEVELOPMENT CORPORATION
by its authorized signatory

RICHARD J. RINGER
Notary Public
Box 279
Salmon Arm, B.C. V1E 4N3

96	04	12
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WILLY MIKUNDA
as to Three Servient and
One Dominant Tenement

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. 1979, c.116 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.

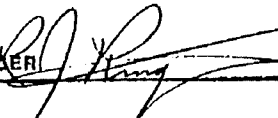
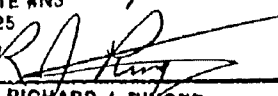
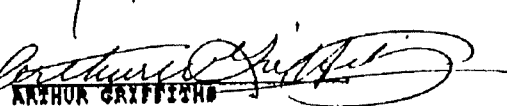
600 7-4-54 F.A.C. 344-11
7-1-2-2 F.A.C. 344-11

ORION
CONVEY Software

LAND TITLE ACT

FORM D
EXECUTIONS CONTINUED

Page 2

Officer Signature(s)	Execution Date	Transferee(s) Signature(s)
	Y M D	
 RICHARD J. HINGER Notary Public Box 279 Salmon Arm, BC V1E 4N3 Phone: 832-3125	96 04 15	 JUDITH YVONNE JONES
 RICHARD J. HINGER Notary Public Box 279 Salmon Arm, BC V1E 4N3 Phone: 832-3125 <u>AS TO BOTH SIGNATURES</u>	96 04 12	 ARTHUR GRIFFITHS
 EDWARD J. GODDARD BARRISTER & SOLICITOR Suite 302 566 Loughheed Highway Coquitlam, B.C. V3K 3S3 Phone: 937-7791	96 04 12	 GRETA GRIFFITHS
	96 4 10	 GREGORY MICHAEL GRIFFITHS

WITNESSED AS TO EXECUTION
 NO ADVICE SOUGHT OR GIVEN

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. 1979, c.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 8 of the Land Title Act as they pertain to the execution of this instrument.

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. (a) Parcel Identifier and Legal Description of Land:
(PID) (Legal Description)

023-337-702	LOT 2 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP56394 (SERVIENT TENEMENT)
023-337-711	LOT 3 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP56394 (SERVIENT TENEMENT)
023-337-729	LOT 4 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP56394 (SERVIENT TENEMENT)
018-569-340	LOT 3 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP51311 (DOMINANT TENEMENT)
018-569-331	LOT 2 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP51311 (DOMINANT TENEMENT)
018-569-323	LOT 1 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP51311 (DOMINANT TENEMENT)

3. Nature of Interest
(DESCRIPTION)

DOCUMENT REFERENCE

PERSON ENTITLED
TO INTEREST

Easement Parcel A
Plan KAP56756
KAP56756

PAGES 5 TO 10

REGISTERED OWNERS
OF LOT 1, 2 and 3
SEC 18 TP 22
RGE 11 W6M KDYD
PLAN KAP51311

**LAND TITLE ACT
FORM E****SCHEDULE****PAGE 4**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM,
MORTGAGE FORM OR GENERAL DOCUMENT FORM.

5. TRANSFEROR(S)**M.W. DEVELOPMENT CORPORATION, (INC. NO. 448262)****AND****M.W. DEVELOPMENT CORPORATION, (INC. NO. 448262)****AND****M.W. DEVELOPMENT CORPORATION, (INC. NO. 448262)****6. TRANSFEREE(S) (INCLUDING OCCUPATION POSTAL ADDRESS AND POSTAL CODE)****M.W. DEVELOPMENT CORPORATION, (INC. NO. 4482620 R.R. #1, Site 6, Comp 38,**
Sorrento, B.C. V0E 2W0**AND****JUDITH YVONNE JONES, "Hairdresser" P.O. Box 164, Sorrento, B.C. V0E 2W0****AND****ARTHUR GRIFFITHS, "Realtor" and GRETA GRIFFITHS, "Homemaker" both of 618**
Elson Road, Sorrento, B.C. V0E 2W0 as to an undivided 4/5 interest as Joint,
Tenants and GREGORY MICHAEL GRIFFITHS, "Adjudicator" 10460 No. 3 Road,
Apt. 61, Richmond, B.C. V7A 4W5 as to an undivided 1/5 interest.

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EASEMENT TERMS PART 2

THIS AGREEMENT made the 12th day of April, 1996

BETWEEN: M.W. DEVELOPMENT CORPORATION, (Inc. No. 448262)
R.R. #1, Site 6, Comp 38, Sorrento, B.C. V0E 2W0

(hereinafter called "the First Transferor")

AND: M.W. DEVELOPMENT CORPORATION, (Inc. No. 448262)
R.R. #1, Site 6, Comp 38, Sorrento, B.C. V0E 2W0

(hereinafter called "the Second Transferor")

AND: M.W. DEVELOPMENT CORPORATION, (Inc. No. 448262)
R.R. #1, Site 6, Comp 38, Sorrento, B.C. V0E 2W0

(hereinafter called "the Third Transferor")

AND: M.W. DEVELOPMENT CORPORATION, (Inc. No. 448262)
R.R. #1, Site 6, Comp 38, Sorrento, B.C. V0E 2W0

(hereinafter called "the First Transferee")

AND: JUDITH YVONNE JONES, "Hairdresser"
P.O. Box 164, Sorrento, B.C. V0E 2W0

(hereinafter called "the Second Transferee")

AND: ARTHUR GRIFFITHS, "Realtor" and GRETA GRIFFITHS
"Homemaker" as to an undivided 4/5 interest as Joint
Tenants, both of 618 Elson Road, Sorrento, B.C. V0E 2W0
and
GREGORY MICHAEL GRIFFITHS, "Adjudicator" as to an
undivided 1/5 interest, of 10460 NO. 3 Road, APT. 61,
Richmond, B.C. V7A 4W5

(hereinafter called "the Third Transferee")

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WHEREAS:

A. The First Transferor is the owner in Fee-Simple of all and singular that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District, Province of British Columbia more particularly known and described as:

LOT 2 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP56394

(hereinafter called "the
First Transferor's land")

(Servient Tenement)

B. The Second Transferor is the owner in Fee-Simple of all and singular that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District, Province of British Columbia more particularly known and described as:

LOT 3 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP56394

(hereinafter called "the
Second Transferor's land")

(Servient Tenement)

C. The Third Transferor is the owner in Fee-Simple of all and singular that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District, Province of British Columbia more particularly known and described as:

LOT 4 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP56394

(hereinafter called "the
Third Transferor's land")

(Servient Tenement)

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D. Where as the First Transferee is the owner in Fee-Simple of all and singular that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District, Province of British Columbia more particularly known and described as:

LOT 3 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP51311

(hereinafter called "the
First Transferee's land")

(Dominant Tenement)

E. Whereas the Second Transferee is the owner in Fee-Simple of all and singular that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District, Province of British Columbia more particularly known and described as:

LOT 2 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP51311

(hereinafter called "the
Second Transferee's Land")

(Dominant Tenement)

F. Where the Third Transferee is the owner in Fee-Simple of all and singular that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District, Province of British Columbia more particularly known and described as:

LOT 1 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP51311

(hereinafter called "the
Third Transferee's land")

(Dominant Tenement)

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NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Transferor, the Transferor hereby grants to the Transferee an **EASEMENT** outlined in heavy black and described and known as:

THAT PART OF LOT 2 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP56394
and:
THAT PART OF LOT 3 SEC 18 TP 22 RGE 11 W6M KDYD PLAN KAP56394
and:
PARCEL A PLAN KAP56756 LOT 4 SEC 18 TP 22 RGE 11 W6M KDYD
PLAN KAP56394

as shown on a EXPLANATORY PLAN of EASEMENT IN LOT 3 PLAN KAP51311 and LOT 2, 3 and 4, PLAN KAP56394 SEC 18 TP 22 RGE 11 W6M KDYD, Certified Correct on the 21st day of February 1996 by R.M. Bartell, B.C.L.S.

KAP56756

(hereinafter known as the "Easement Area")

1. With respect to the Easement the Transferor hereby grants, conveys, releases and assigns unto the Transferee, the owners or occupiers for the time being of the Transferee's lands or any parts thereof an Easement in perpetuity for the benefit of the Transferee's lands or any parts thereof and the full right and liberty for the Transferee and his heirs, executors, administrators, assigns, and successors in title, the owners and occupiers for the time being of the Transferee's Lands or any part or parts thereof and his and their respective servants, agents, workers, contractors or licencees, at any time, and from time to time, by day or night, upon the Easement Area and thereof, by himself, his agents, servants, workers, contractors, licencees, and all other persons by his authority, both with and without vehicles, implements, and equipment, to dig, drill, excavate, lay down, construct, operate, maintain, alter, service, remove, replace, reconstruct, inspect, repair and draw or acquire water from, a water well and pipeline system (which terms shall include all pumps, motors, regulators, pipelines, valves, fittings, wires, connections and without restricting the generality of the foregoing all similar equipment) or perform any necessary work including without limiting the generality of the forgoing, the right to excavate any trench, PROVIDED that the Transferee shall as soon as may be practicable restore the lands to the level and condition as before such work was done.

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2. The Transferor will not make, place, erect, construct, or maintain on the Easement Area any building, structure, foundation, or obstruction whatsoever or plant any growth which might interfere with access to any part of the Easement by the Transferee or with the operation of any water well and pipeline system presently in place on the Easement or any substitution therefor.

3. The Transferor will not do or knowingly permit to be done any act or thing which will interfere with or injure any water well and pipeline system installed on the Easement Area.

4. The Transferor will not substantially diminish the soil cover over any water well and pipeline system installed on the Easement and in particular, without in any way limiting the generality of the foregoing, will not construct any open drains or ditches along or across any water well and pipeline system installed in the Easement Area.

5. The Transferor may use the Easement Area for his own purposes and enjoyment in conjunction with the Transferee and the rights, privileges and obligations herein set forth.

6. The Transferee will ensure that any pipeline system installed by him for the benefit of the Transferee's Lands is maintained in a good condition and that any necessary maintenance is carried out in a proper and workmanlike manner.

7. The Transferee's are using the water well located on the Easement then the Transferee's will each pay one-third of the reasonable costs of maintaining and repairing the water system and components which shall include all pumps, motors, regulators, valves, fittings, or connections thereto which are for the mutual benefit of the Transferee's.

8. Notwithstanding clause 7 the Transferee shall be individually responsible and shall bear all costs relating to the provision of water from the well to their individual lands more particularly but without limiting the generality of the same the costs of the digging, trenching, laying and maintaining any pipeline system to their own lands.

9. The Transferee will indemnify the Transferor for any loss or damage (whether in respect to property or person) suffered by the Transferor by reason of the Transferee's, his agents', servants', workers' independent contractors' or other authorized persons' use of the Easement Area.

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10. The rights, privileges and obligations herein set forth are and shall be of the same force and effect to all intents and purposes as covenants running with the lands or any subdivision of the lands and they shall enure to the benefit of and be binding upon not only the Transferor and the Transferee but also their respective successors, assigns, successors in title, servants, agents and licencees.

11. Wherever the expression "Transferor" and "Transferee" are used herein the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

12. Wherever the expression "Transferor" and "Transferee" is being used herein the same shall be construed as meaning the First, Second and Third Transferor and the First, Second and Third Transferee.

END OF DOCUMENT

J-5-187

LOT 3, PLAN KAP 51311 AND
 LOTS 2, 3 AND 4, PLAN KAP 56394
 Sec. 18, Tp. 22, R 11, W6M
 K.D.Y.D.

B.C.G.S. 82 L083

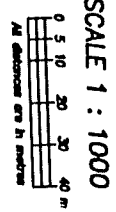
KAP 56756

Deposited in the Land Title Office of Kamloops
 on this 17th day of February 1988
J.C.B. Smith
 Registrar

PLAN 39934

PLAN KAP 51311

PLAN KAP 53179



Information shown on this plan is in accordance with records in the Land Title Office

Certified Correct
 on the 21st day of February 1988

Alan Barrill
 R.E. BARRILL
 R.C.L.S.

BOOK OF REFERENCE		
ALL IN Sec. 18, Tp. 22, R 11, W6M K.D.Y.D.		
DESCRIPTION	AREA	
LOT 3, PLAN KAP 51311	97 m ²	
LOT 2	84 m ²	
LOT 3	182 m ²	
LOT 4, PARCEL "A"	335 m ²	
LOT 4, PARCEL "B"	0.998 ha	

AREA REQUIRED PARCEL "A" 335 m²
 AREA REQUIRED PARCEL "B" 0.998 ha
 TOTAL AREA REQUIRED 1.03 ha

