

00551

EXPLANATORY PLAN OF  
EASEMENT ON LOT 4,  
DISTRICT LOT 343,  
CARIBOO DISTRICT,  
PLAN 27522.

PLAN NO. BCP \_\_\_\_\_

Deposited in the Land Title Office at New  
Westminster this 7 day of June, 2002

**RECEIVED**  
SEP 25 2002

BC ASSESSMENT  
(PRINCE GEORGE)

REGISTRAR

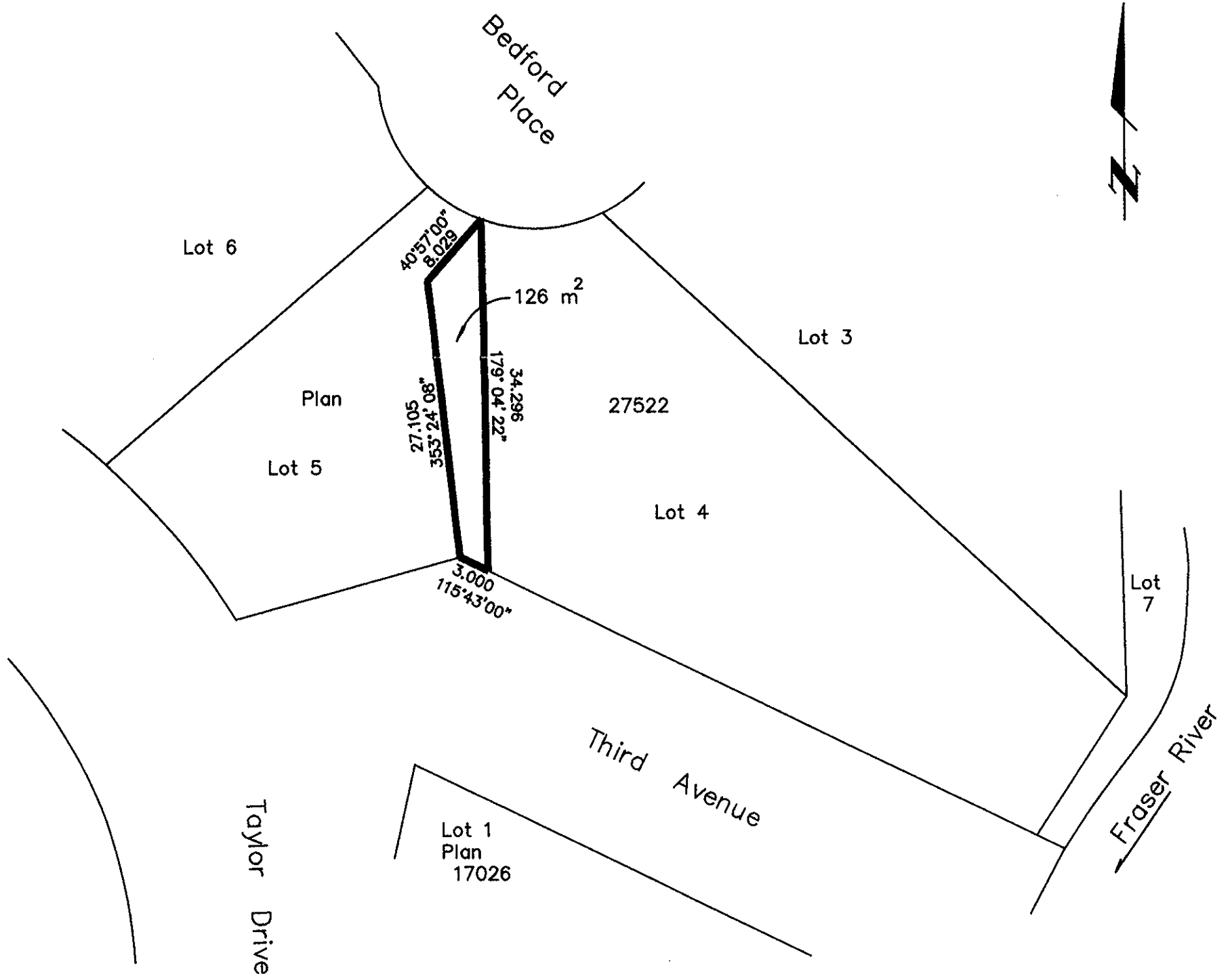
B.C.G.S. 93G.097

Pursuant to Section 99(1)(e)  
of the Land Title Act.

Scale: 1 : 500 (Distances are in metres)



Bearings are astronomic, derived from  
Plan 27522



Certified Correct, according to  
Land Title Office Records.  
This 28 day of June, 2002.

*Gordon Kilbride*  
Gordon Kilbride, B.C.L.S.

This plan lies within the Fraser-Fort  
George Regional District.

**KILBRIDE LAND SURVEYING LTD.**  
British Columbia Land Surveyors  
Prince George, B.C.  
Ph: (250) 562-1196 Fax: 562-3656

F.B. | D.L. 343(222) | File No. 020115

-7 AUG 2002 11 35

BT285675

LAND TITLE ACT  
FORM C

(Section 219.81)

Province of  
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) Page 1 of 4 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)  
Fletcher Repstock, Barristers and Solicitors,  
440 Brunswick Street Prince George, B.C.,  
V2L 2B6 (Telephone: (250) 564-1313) **DYE & DURHAM CLIENT No. 11061**  
**SURVEY DEPT.** *Klem*

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

(PID) (LEGAL DESCRIPTION)  
**006-464-521 Lot 4, District Lot 343 Cariboo District Plan 27522** 11 02/08/07 11:30:55 01 LM 391194  
CHARGE \$55.00

3. NATURE OF INTEREST:\*

DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST  
(page and paragraph)  
**Easement** OVER PART ON Plan BCP 551  
Entire Document Registered Owner of Lot 5 District Lot  
343 Cariboo District Plan 27522

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

- (a) Filed Standard Charge Terms \_\_\_ D.F. No.
- (b) Express Charge Terms XX Annexed as Part 2
- (c) Release \_\_\_ 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):\*

**WILLIAM DAVID CASSIE and HILDA ELIZABETH CASSIE**

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

**TORESA SHAWNNA CASSIE, Businesswoman, and BLAKE WILLIAM CASSIE, Sales Manager, 1310 Taylor Drive, Prince George, B.C., V2L 1A2**

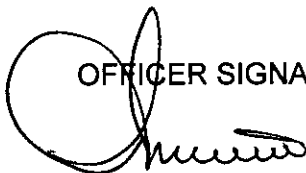
7. ADDITIONAL OR MODIFIED TERMS:\*

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.

EXECUTION DATE

OFFICER SIGNATURE



**DAN M. MARCOTTE**  
BARRISTER AND SOLICITOR  
440 Brunswick Street  
Prince George, B.C.  
V2L 2B6

YY	MM	DD
02	08	06

PARTY(IES) SIGNATURE(S)



**WILLIAM DAVID CASSIE**

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" attach schedule in Form E.

\*\*If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT

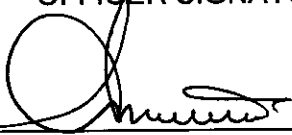
FORM D

EXECUTIONS CONTINUED

Page 2 of 4 pages

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OFFICER SIGNATURE



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BARRISTER AND SOLICITOR  
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Prince George, B.C.  
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**PART 2****TERMS OF INSTRUMENT****EASEMENT AGREEMENT****1. Nature of Agreement**

This document provides for an easement.

**2. Definitions****(1) "Lot 4" means:**

P.I.D. No. 006-464-521  
 Lot 4  
 District Lot 343  
 Cariboo District  
 Plan 27522;

**(2) "Lot 4 Owner" means the registered owner of Lot 4;****(3) "Lot 5" means:**

P.I.D. No. 004 292 332  
 Lot 5  
 District Lot 343  
 Cariboo District  
 Plan 27522;

**(4) "Lot 5 Owner" means the registered owner of Lot 5;****(5) "Easement Area" means that portion of Lot 4 described in paragraph 3.****3. Grant of Easement**

The Lot 4 Owner hereby grants to the Lot 5 Owner, and its successors and assigns, the exclusive full right, liberty and easement on, over, under and through that part of Lot 4 described as follows:

All that portion of Lot 4 included within the bold outline on an Explanatory Plan of Easement on Lot 4, Plan 27522, District Lot 343, Cariboo District, completed by Gordon Kilbride, B.C.L.S., dated June 28, 2002, filed under Plan BCP 551 (herein called the "Easement Area");

for all purposes and for the exclusive use and enjoyment of the Lot 5 Owner together with the right for the Lot 5 Owner, and invitees, to enter upon the Easement Area at all times and for all purposes including, without limiting the generality of the foregoing, the construction and maintenance of lawns, gardens, patios and fences (herein called the "Easement").

**4. No Interference with Easement**

The parties hereto hereby covenant and agree with each other that they will not at anytime during the continuance of this agreement do, suffer or permit to be done upon the said Easement Area, any act or thing which may in any way interfere with the Easement. The Lot 4 Owner covenants and agrees that they will not make, place, erect or maintain on the Easement Area any building, structure, foundation or obstruction which would interfere with the use and enjoyment of the Easement Area by the Lot 5 Owner and will indemnify and save the Lot 5 Owner harmless from any damage, costs or expense arising from any such damage or interference caused by the Lot 4 Owner.

5. **Further Documents**

The Lot 5 Owner will, if so requested by the Lot 4 Owner, execute such further and other assurances in respect of the said easement hereby granted, as may be requisite.

6. **Easement Binding on Future Owners**

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 covenants and conditions herein contained shall extend to and binding upon, and enure to the benefit of the successors and assigns of the parties hereto.

7. **Dominant and Servient Tenements**

(1) The Easement hereby granted shall be appurtenant to the Lot 4 Owner's lands and premises hereinbefore referred to as Lot 4, which said lands and premises shall, for the purpose of the Easement hereby granted, constitute the dominant tenement.

(2) The lands affected by this easement are Lot 5, which said lands and premises shall, for the purpose of the Easement hereinbefore granted, constitute the servient tenements.

8. **Other Provisions**

(1) In the event of any dispute arising between the parties hereto at any time concerning this Agreement, the parties shall refer such dispute to arbitration pursuant to the provisions of the Commercial Arbitration Act of British Columbia, and the determination of such arbitrator shall be final and binding upon the parties hereto.

(2) This agreement and everything herein contained, shall extend to and include the parties hereto, and their successors and assigns, and wherever the singular or masculine is used in this agreement, it shall be construed as including the plural or feminine, or body politic or corporate, where the context or parties so require.

(3) The headings contained in this Part 2 are included for convenience only.

**END OF DOCUMENT**

A handwritten signature in black ink, appearing to be 'P. B.', located in the bottom right corner of the page.

-7 AUG 2002 11 35

BT285675

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FORM C

(Section 219.81)

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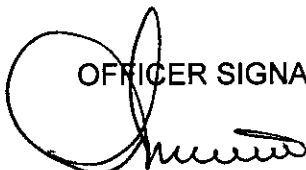
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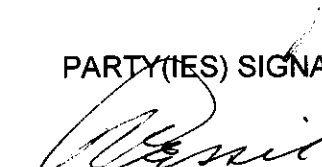
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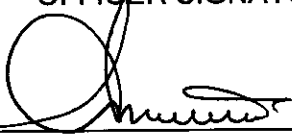
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