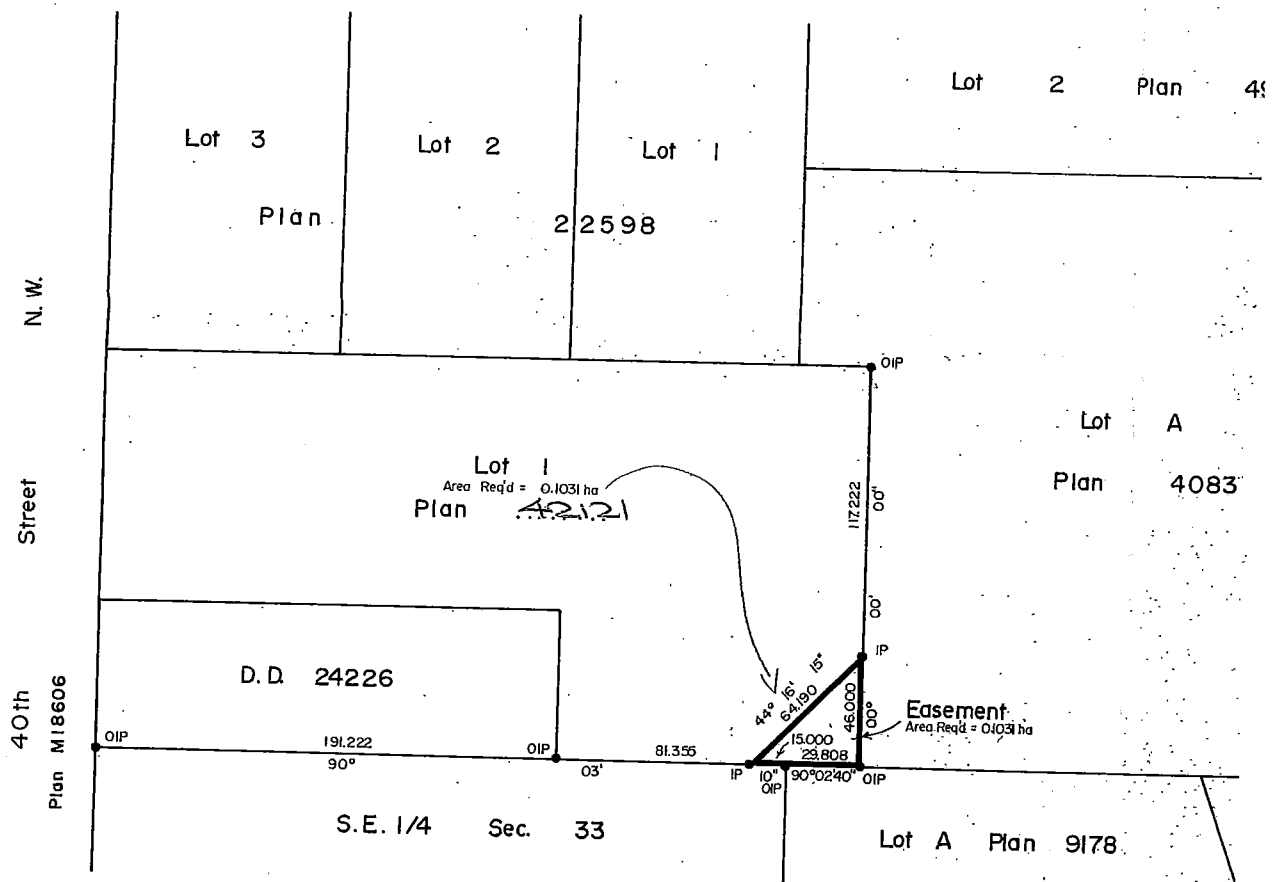


Reference Plan of Easement in
 Lot 1, Plan 42121
 Sec.33, Tp. 20, Rge.10, W6M, K.D.Y.D.

PLAN 42122
 Dec. 5/89
 City of Salmon Arm is not responsible
 for any errors or omission.
 DATE Sept 20/12

Scale 1:2000
 B.C.G.S. 82L.074
 All distances are in metres.



FILM

LAND TITLE ACT
FORM 1 (a) (i) and (k)
(Section 99 (1) (e), (i) and (k))

12305

KC 99742

APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY
PLAN (CHARGE)

\$20.00

1. (full name, address and occupation) AG Williams 6191 Tane
Green Hill Road

2. registered charge (or agent of) (full name, address and occupation) owner of
Alfred Grant Williams & Clara Christina
Williams as above the owner of a
registered charge) apply to deposit reference/explanatory plan of

Easement in Lot 1 Plan 42121

PLAN
42122
No
Page

- Enclose
1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67 (u).
3. Fees of \$ 20.00

Dated the 27 day of Sept, 1989

12/05/89 A4851K OTHR PL 20.00

LAND TITLE ACT
Form 1 (Section 99)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and at the time written hereon
J.C. Groves, Registrar,
Kamloops Land Title Office

Grant Williams
Signature

Alan L. Wilson
Signature

- NOTE: (i) The following reproductions of the plan must accompany this application:
(a) one blue linen original (alternatively, white linen or original transparencies).
(b) one duplicate transparency.
(c) one whiteprint is required as a worksheet for the land title office.
(ii) The following further requirements may be necessary:
(a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2 acres (app. 0.8094 hectares) or where, for permitted uses, an approving officer has signed the plan under section 1 (1) (a) and (b) of the Subdivision and Land Use Regulations (B.C. Reg. 95/75) under the Agricultural Land Commission Act.
(b) Where a notice respecting a grant under the Home Purchase Assistance Act is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:
"The eligible residence as defined by the Home Purchase Assistance Act is located on lot created by this plan."

B.C.L.S. or solicitor for the owners

- (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
(d) Where the plan refers to a covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.

L.T.A. FORM 111a

dimensions of easement?

KC 99742

FILM

Assessed Notified 2

0099743

SEVL

EASEMENT AGREEMENT

A-256

NOTE: Before submitting this application, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a municipality and improvement, water and irrigation districts

NATURE OF INTEREST:
Easement Agreement

TRUE VALUE: N/A

HEREWITH FEE OF \$35.00

Address of person entitled to be registered as owner if different than shown in instrument:


Full name, address, telephone number of person presenting application:

Grant Williams

6191 TRANS CANADA HIGHWAY N.W.

SALMON ARM, B.C. V1E 4M2

PH. 832-5227


Signature of Applicant for Fee of \$35.00
Solicitor or Authorized Agent.

THIS AGREEMENT made the 20th day of September, 1989

BETWEEN:

ALFRED GRANT WILLIAMS, "Bus Driver" and
CLARA CHRISTINA WILLIAMS, "Income Tax Preparer"
"JOINT TENANTS"
6191 Trans Canada Highway N.W.
Salmon Arm, B.C. V1E 4M2

(herein called the "Grantor")

OF THE FIRST PART

AND:

ALFRED GRANT WILLIAMS, "Bus Driver" and
CLARA CHRISTINA WILLIAMS, "Income Tax Preparer"
"JOINT TENANTS"
6191 Trans Canada Highway N.W.
Salmon Arm, B.C. V1E 4M2

(herein called the "Grantee")

OF THE SECOND PART

LAND TITLE ACT
Form 1 (Section 36)
MEMORANDUM OF REGISTRATION (herein called the "Grantee")
Registered on application received on
the day and at the time when hereon

J.C. Groves, Registrar,
Kamloops Land Title Office

KC 99743

WHEREAS:

A. The Grantor 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 District of Salmon Arm, Province of British Columbia more particularly known and described as:

Lot 1
Section 33
Township 20
Range 10
West of the 6th Meridian
Kamloops Division Yale District
Plan 42121

(herein called the "Grantor's Land").

B. The Grantee 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 District of Salmon Arm, Province of British Columbia more particularly known and described as:

Parcel Identifier 010-582-690
Lot A
Section 33
Township 20
Range 10
West of the 6th Meridian
Kamloops Division Yale District
Plan 4083 except Plan 22598 and 42121

(herein called the "Grantee's Land").

C. The Grantee has requested the Grantor to grant, and the Grantor has agreed to grant to the Grantee, an Easement in perpetuity on, over and through that portion of the Grantor's Land hereinafter described for the purposes hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereby covenant and agree as follows:

1. The Grantor hereby grants, conveys, releases and assigns unto the Grantee, the owners or occupiers for the time being of the Grantee's Land or any part or parts thereof, the full right and liberty for the Grantee and his heirs, executors, administrators, assigns, and successors in title, the owners and occupiers for the time being of the Grantee's Land or any part or parts thereof and his and their respective servants, agents, workers, contractors or licencees at any time or times hereafter to enter on, over, across or under, at any time and from time to time, day or night, upon that part of the Grantor's Land shown in dark outline on a Reference Plan of Easement completed by J.C. Johnson, B.C.L.S. on August 4, 1989 a copy of which is attached hereto as Schedule "A" (herein called the "Easement") and thereon by 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 to draw or acquire water from, a water well and/or a water pipeline system (which terms shall include all pumps, motors, casings, regulators, pipelines, valves, fittings, wires, connections, meters and pumphouse and without

PLAN

42122

restricting the generality of the foregoing (all other similar water well or pipeline equipment or structures). The Grantor further grants to the Grantee the exclusive right to use any water found on or under the Easement including, without limiting the generality of the foregoing, the right to use the water spring and water source presently on the Easement and the right to work on the Easement to obtain the water thereon or thereunder and the right to dig or drill any water well or excavate any trench.

2. The Grantor will not make, place, erect, construct, or maintain on the Easement any building, structure, foundation or obstruction whatsoever or plant any growth which might interfere with access to any part of the Easement by the Grantee or with the operation of any water well and/or water pipeline system on the Easement or with the exclusive use by the Grantee of any spring or other water source on or under the Easement.

3. The Grantor will not do or knowingly permit to be done any act or thing which would interfere with or injure any water well or water pipeline system installed on the Easement or which would interfere with or adversely affect the water source or quality of the water from any spring or source on or under the Easement.

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

- 5 -
ditches along or across any water pipeline installed in the Easement.

5. The Grantor may use the Easement for his own purposes and enjoyment subject to the rights of the Grantee herein granted.

6. 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 land or any subdivision of the lands and they shall enure to the benefit of and be binding upon not only the Grantor and the Grantee but also their respective successors, assigns, successors in title, servants, agents and licensees.

7. Wherever the expressions "Grantor" and "Grantee" 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.

IN WITNESS WHEREOF the Grantor and the Grantee have
hereunto affixed their hand and seals the day and year first
above written.

SIGNED, SEALED AND DELIVERED BY
THE GRANTOR in the presence of:

Name: [Signature]
Address: CINDY DERKAZ, LL.B.
DERKAZ & SEALE
BARRISTERS AND SOLICITORS
302-370 LAKESHORE DR. N.E.
OCCUPANCY 22 BALMOR ARM. B.C. VIE 451
TELEPHONE (404) 832-2301
(as to both signatures)

[Signature]
ALFRED GRANT WILLIAMS

[Signature]
CLARA CHRISTINA WILLIAMS

SIGNED, SEALED AND DELIVERED BY
THE GRANTEE in the presence of:

Name: [Signature]
Address: CINDY DERKAZ, LL.B.
DERKAZ & SEALE
BARRISTERS AND SOLICITORS
302-370 LAKESHORE DR. N.E.
BOX 2249, BALMOR ARM. B.C. VIE 451
TELEPHONE (404) 832-2301
(as to both signatures)

[Signature]
ALFRED GRANT WILLIAMS

[Signature]
CLARA CHRISTINA WILLIAMS

DATED: _____ day of _____, 1989

BETWEEN:

ALFRED GRANT WILLIAMS and
CLARA CHRISTINA WILLIAMS
"JOINT TENANTS"

AND:

ALFRED GRANT WILLIAMS and
CLARA CHRISTINA WILLIAMS
"JOINT TENANTS"

EASEMENT AGREEMENT

File: 89-3340

DERKAZ & SEALE
BARRISTERS AND SOLICITORS
302-370 LAKEHURST DR. N.E.
BOX 3848, SALEM, ALA. 36576-4851
TELEPHONE (664) 822-2301