

**LAND TITLE ACT
FORM C****(Section 233) BW395364**Province of
British Columbia**GENERAL INSTRUMENT - PART 1****26 AUG 2004 10 13****BW395365**

(This area for Land Title Office Use)

Page 1 of 10 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Baker Newby, 9259 Main Street, PO Box 390
Chilliwack, BC, V2P 6K2 (604-792-1376)
Client #11249 (File #18306-2)*DYE & DURHAM CLIENT No. 11061*

signature of applicant's solicitor, W.M.R. Newby, Esq.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
-
- (PID) (Legal Description)
-
- SEE SCHEDULE

88 04/08/26 10:12:11 03 LM 564281
CHARGE \$129.50

3. NATURE OF INTEREST:
-
- Description

Document Reference
(page and paragraph)

Person Entitled to Interest

SEE SCHEDULE

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

- (a) Filed Standard Charge Terms
-
- (b) Express Charge Terms
-
- (c) Release

D.F. No.

Annexed as Part 2

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):
- MARTIN WILHELM BARTEL and WANDA ELSIE BARTEL ("Transferors")**
-
- and
- HSBC BANK CANADA**
- (formerly Hongkong Bank of Canada) ("Chargeholder")

6. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))
-
- SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:
-
- NOT APPLICABLE

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**Officers Signature(s)**W. Maxwell R. Newby, Esq.
Lawyer
9259 Main Street, Box 390
Chilliwack, BC, V2P 6K2

(as to both signatures)

Y	M	D
04	8	11
04	8	11

Party(ies) Signature(s)

Martin Wilhelm Bartel

Wanda Elsie Bartel


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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page 2 of 10 pages

Officers Signature(s)


W. Maxwell R. Newby, Esq.
Lawyer
9259 Main Street, PO Box 390
Chilliwack, BC, V2P 6K2

(as to both signatures)

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" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

Execution Date


Y	M	D
04	8	11
04	8	11

Party(ies) Signature(s)


Siegfried Bartel


Erna Bartel

Officers Signature(s)


W. MAXWELL R. NEWBY
Lawyer
P.O. Box 390
9259 Main Street
Chilliwack, B.C. V2P 6K2

(as to both signatures)

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" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

Execution Date

Y	M	D
04	8	23
04	8	23

Party(ies) Signature(s)

HSBC BANK CANADA by its
Authorized Signatories:


Name: Wayne Paul Galley
Assistant Vice-President & Manager


Name: CORILEE D. BLANCHARD

**LAND TITLE ACT
FORM E****SCHEDULE**

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

(PID)

(Legal Description)

009-311-076

Lot "A" Sections 23 and 24 Township 3 Range 29 W6M NWD Plan 24165

3. NATURE OF INTEREST:

Description

Document Reference

Person Entitled to Interest
(page and paragraph)Easement of that Part of
Lot "A" Sections 23 and 24
Township 3 Range 29 W6M
NWD Plan 24165 shown on
Plan BCP5929Pages 4 and 5
Paragraph 1Registered Owners -
PID: 008-709-793
Lot 1 Sections 14 and 23
Township 3 Range 29 W6M NWD
Plan 25120Priority Agreement granting
Easement No. BW 395364
priority over Mortgage No.
BM153026Page 9
Paragraph 10

Transferees

6. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))**SIEGFRIED BARTEL**, Retired, and **ERNA BARTEL**, Homemaker, both of 900 Tuytens Road, Agassiz,
BC, V0M 1A2, **Joint Tenants**

TERMS OF INSTRUMENT - PART 2**WHEREAS:**

A. The Transferors own certain lands and premises in the Municipality of Kent, British Columbia, legally described as:

Parcel Identifier: 009-311-076
Lot "A" Sections 23 and 24 Township 3 Range 29 W6M NWD Plan 24165
("the Servient Lands")

B. The Transferees own certain lands and premises in the Municipality of Kent, British Columbia, legally described as:

Parcel Identifier: 008-709-793
Lot 1 Sections 14 and 23 Township 3 Range 29 W6M NWD Plan 25120
("the Dominant Lands")

C. The Transferors have agreed to grant to the Transferees an easement for a sewage disposal field on, over, across and under that portion of the Servient Lands outlined in heavy black on Reference Plan BCP5929, a reduced copy of which forms Schedule "A" hereto ("the Easement Parcel");

THEREFORE in consideration of the sum of \$1 now paid by the Transferees to the Transferors, the parties hereto agree as follows:

1. The Transferors hereby grant to the Transferees, their licencees, servants, agents, officials, contractors, workmen, mechanics, equipment and vehicles for the benefit of the Dominant Lands an easement in perpetuity in common with the owners and occupiers of the Dominant Lands from time to time, on, over, across and under the Easement Parcel for the following purposes:

- (a) To construct a sewage disposal field and all necessary or incidental appurtenances thereto sufficient to ensure that sewage is effectively treated and disposed of in accordance with the *Health Act* (British Columbia) and regulations thereto as amended or replaced and all other applicable government enactments or bylaws from time to time (collectively "the Works") on, over, across and under the Easement Parcel for the purposes of treating and disposing of sewage from the dwelling located on the Dominant Tenement and to maintain, inspect, alter, repair and replace the same from time to time at the discretion of the Transferees;
- (b) After consultation with the Transferors, to enter upon the Easement Parcel at any and all times, to pass and repass thereon, and to have unobstructed access thereto and therefrom;
- (c) To remove from the Easement Parcel such trees, shrubs, plants, fences and other improvements which, in the opinion of the Transferees, may be necessary in connection with the Works or the maintenance of the same; and
- (d) To do all other things on the Easement Parcel as reasonably may be required in conjunction with the foregoing.

2. The Transferors hereby covenant with the Transferees as follows:

- (a) The Transferees, so long as they perform and observe the terms, covenants and conditions on their part to be performed and observed hereunder, shall and may peaceably hold and enjoy the rights, liberties and easement hereby granted without hindrance, molestation or interruption on the part of the Transferors or any person, firm or corporation claiming by, through, under or in trust for the Transferors;

- (b) The Transferors will from time to time and at all times upon every reasonable request and at the cost and expense of the Transferees do and execute or cause to be made, done or executed all such further and other lawful acts, deeds and things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Transferees the rights, liberties and easement hereby granted;
 - (c) The Works installed by the Transferees in, upon or under the Easement Parcel shall remain chattels and the property of the Transferees; and
 - (d) All costs relating to the installation, maintenance, repair and operation of the Works shall be borne solely by the Transferees.
3. The Transferees hereby covenant with the Transferors as follows:
- (a) The Transferees will maintain the Works at all time, in reasonable condition, in compliance with the requirements of the *Health Act* (British Columbia) and regulations thereto as amended or replaced, and all other applicable governmental enactments or bylaws from time to time;
 - (b) In the exercise of their powers hereunder and in consultation with the Transferors, the Transferees may remove anything placed on the Easement Parcel by the Transferors but, with exception of the Works for which this Easement is granted, will, so far as possible, replace and repair the same as promptly as may be after completing the Works so as to restore the Easement Parcel to substantially its original condition;
 - (c) The Transferees will do all work and things hereby authorized to be done by them over, through, under and upon the Easement Parcel in a good and workmanlike

manner so as to cause no unnecessary damage or disturbance to the Easement Parcel or to any improvements thereon; and

- (d) The Transferees will indemnify the Transferors and any tenants of the Easement Parcel against any expense, loss or damage caused by or arising from the exercise by the Transferees of their rights under this Agreement.

4. It is mutually agreed between the parties as follows:

- (a) Nothing in this Agreement shall be held to restrict the Transferors from using the Easement Parcel in any manner which does not interfere with or endanger the construction, installation, operation, maintenance, removal, replacement, security or unobstructed access to the Works, but the Transferors shall not erect any building, structure, manufactured home, concrete driveway or patio, pipe, wire or other conduit thereon or permit anything to be placed thereon or done thereon to injure, interfere with or obstruct the Works or to prevent reasonable access thereto by the Transferees;
- (b) The Transferors shall not diminish nor increase the soil cover over any of the Works installed under the Easement Parcel without the consent in writing of the Transferees, which said consent shall not be unreasonably withheld;
- (c) The amount of any compensation payable under Paragraph 3(c) hereof shall be such as may be mutually agreed upon between the Transferors and the Transferees, and, in the event of disagreement, as shall be determined in accordance with the provisions of Paragraph 9 hereof;
- (d) This Agreement shall be construed as running with the land in perpetuity no part of the fee of the soil thereof shall pass to or be vested in the Transferees under or by

these presents, and the Transferors may fully use and enjoy the Easement Parcel subject only to the rights and restrictions herein provided; and

- (e) This Agreement and the rights, liberties and easement hereby granted shall cease and terminate should a sanitary sewer line be constructed by the District of Kent or some other authority adjacent to the Dominant Lands providing sanitary sewer services to the Dominant Lands but only after the Dominant Lands are physically connected to such sanitary sewer line and the Works no longer required. The Transferees shall have a period of one (1) year from the date of such termination to remove the Works. Any portion of the Works not removed by the Transferees within the aforesaid one (1) year period shall thereupon become the property of the Transferors.

5. This Agreement shall be construed as running with the land.

6. The parties hereto will from time to time and at all times upon reasonable request do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, conveyances and assurances in law whatsoever for better assuring to the parties hereto the easement herein created.

7. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.

8. This Agreement will be governed and construed according to the laws of the Province of British Columbia.

9. Should there be a disagreement or a dispute between the parties hereto with respect to this Agreement or the meaning or interpretation thereof, the same shall be referred to a single arbitrator pursuant to the *Commercial Arbitration Act* (British Columbia), and the determination of

such arbitrator will be final and binding upon the parties hereto. This Paragraph will be deemed to be a submission to arbitration in accordance with the *Commercial Arbitration Act*.

10. In consideration of the sum of \$1 and other valuable consideration HSBC BANK CANADA (formerly Hongkong Bank of Canada), being the holder of a Mortgage of Land registered in the New Westminster Land Title Office under No. BM153026 against the Servient Lands HEREBY CONSENTS to the granting of the within Easement contained herein and agrees that the same shall be binding upon and take priority over its interest in or charge upon the Servient Lands as set out in the Form E Schedule attached hereto.

AS EVIDENCE of their agreement to be bound by the above terms, the parties hereto each have executed and delivered this Agreement by executing Part 1 of the Land Title Act Forms C and D to which this Agreement is attached and which forms part of this Agreement.

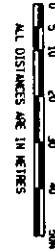
REFERENCE PLAN OF EASEMENT OVER PART OF
LOT "A" SECTIONS 23 AND 24 TOWNSHIP 3
RANGE 29 WEST OF THE SIXTH MERIDIAN
NEW WESTMINSTER DISTRICT PLAN 24165.

B.C.S. 92H.021/022
FOR SEPTIC FIELD PURPOSE.

LEGEND:

- BEARINGS ARE ASTRONOMIC, AND ARE
DERIVED FROM PLAN 24165.
- STANDARD IRON POST PLACED
- STANDARD IRON POST PLACED

SCALE: 1:750 (METRIC)



AST. NORTH

REM. FRACTIONAL SOUTH 1/2 SOUTH EAST 1/4
SECTION 23 TOWNSHIP 3 RANGE 29 W.6.M.

FILING HWP87589

PLAN 24165

SECTION 14
PART
PLAN 26120
APPROX. SECTION LINE
FRAC. N.E. 1/4 SEC. 14
TOWNSHIP 3 RANGE 29 W.6.M.
D.L. 35 GP. 1
REM.
D.L. 35 GP. 1

DOYKE

BEARING DERIVATION 34°

APPROXIMATE SECTION LINE

PLAN 16560

D.L. 35 GP. 1

REM.
FRAC. S.W. 1/4
SEC. 24 TP. 3
R. 29 W.6.M.

PLAN A
24165

FILING HWP87589

PLAN BCP5929

DEPOSITED IN THE LAND TITLE OFFICE
AT NEW WESTMINSTER, B.C. THIS
DAY OF _____ 200__
Register

END OF DOCUMENT

I, ALAN W. TURNBIDGE, A BRITISH COLUMBIA LAND SURVEYOR,
OF THE CITY OF CHILLIWACK, IN BRITISH COLUMBIA,
CERTIFY THAT I WAS PRESENT AT AND PERSONALLY
SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN,
AND THAT THE SURVEY AND PLAN ARE CORRECT
THE SURVEY WAS COMPLETED ON
THE 27th DAY OF JANUARY, 2004.

B. C. L. S.

TURNBIDGE & TURNBIDGE
BRITISH COLUMBIA LAND SURVEYORS
CANADA LAND SURVEYORS
CHILLIWACK, B. C. (604)
PHONE: 792-4264 FAX: 792-4646
FILE: C-9493 f. B. C. 24/61-82 A11.

THIS PLAN LIES WITHIN THE
FRASER VALLEY REGIONAL DISTRICT.

DISTRICT OF KENT.