

LAND TITLE ACT
FORM C

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(Section 233)
Province of
British Columbia

LAND TITLE OFFICE
GENERAL INSTRUMENT - PART 1
KAMLOOPS

LAND TITLE OFFICE
(this area for Land Title Office use)

Page 1 of 9 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or Agent) **TERRA REGISTRY**
Helve Raun Ranniste, c/o The Rossland Law Office, Box 819, Rossland, BC V0G 1Y0 ¹⁰⁷⁹⁸
(250) 362-5999 Client #10804

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF THE LAND: *
(PID) (LEGAL DESCRIPTION)
002 855 895 Lot 1, DL 3989S, SDYD, Plan 13144
009 257 501 Lot 2, DL 3989S, SDYD, Plan 13144

DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms 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):*
BRUCE SHELDON GREGORY, NELSON GELERT HANSON, JOAN MARIAN HANSON,
CIBC MORTGAGES INC., AND CANADIAN IMPERIAL BANK OF COMMERCE. AS TO PRIORITY
A 33451. AS TO PRIORITY

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

NELSON GELERT HANSON, Retired, and JOAN MARIAN HANSON, Retired, both of Box 2,
Rossland, BC V0G 1Y0 and BRUCE SHELDON GREGORY, Dentist of Box 1120, Grand
Forks, BC V0H 1H0

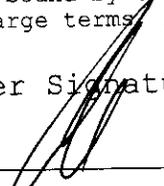
01 02/10/25 11:27:07 01 KL 574752
CHARGE \$220.00

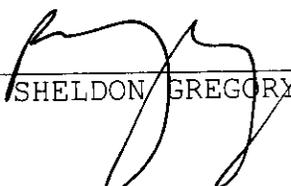
7. ADDITIONAL OR MODIFIED TERMS:*
none

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.

Officer Signature(s)	Execution Date Y M D	Parties Signatures
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02 09 25


PETER SOMERVILLE, Lawyer
135 Market Avenue,
P.O. Box 1016,
Grand Forks, B.C. V0H 1H0


BRUCE SHELDON GREGORY

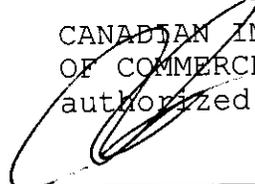
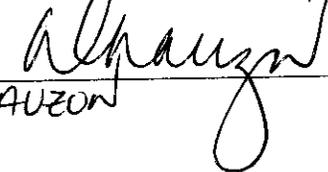
OFFICER CERTIFICATION:

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 matter 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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
 <hr/> JAAK RANNISTE BARRISTER & SOLICITOR P.O. BOX 819 2004 WASHINGTON STREET ROSSLAND, BC V0G 1Y0 TEL: (250) 362-5999 FAX: (250) 362-7669 (AS TO BOTH SIGNATURES)	02	08 10	22.	 <hr/> NELSON GELEERT HANSON  <hr/> JOAN MARIAN HANSON
 <hr/> CARMELITA V. ABERIN A Commissioner for taking Affidavits within British Columbia 400 Burrard Street, 5 th Floor VANCOUVER, B.C. V6C 3A6 (AS TO BOTH SIGNATURES)	02	09 10	15	CIBC MORTGAGES INC. by its authorized signatory(ies):  <hr/> SONJA GIN
 <hr/> Deanna Lydowicz Barrister & Solicitor Box 250 Grand Forks, B.C. V0H 1H0 250-442-8360 (AS TO BOTH SIGNATURES)	02	09 10	14	CANADIAN IMPERIAL BANK OF COMMERCE by its authorized signatory(ies):  <hr/> TIM O'DOHERTY  <hr/> D. LAUZON

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 E**

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SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE (Page and Paragraph)	PERSON ENTITLED TO INTEREST:
Easement	Entire Instrument	Registered owner(s) of PID 009-257-501 Lot 2, DL 3989S, SDYD, Plan 13144
Easement	Entire Instrument	Registered owner(s) of PID 002-855-895 Lot 1, DL 3989S, SDYD, Plan 13144
Priority Agreement granting Easement priority over Mortgage KL13361	Page 8 <i>DOC #1 ED 2 PRIOR</i>	Registered owner(s) of PID 009-257-501 Lot 2, DL 3989S, SDYD, Plan 13144
Priority Agreement granting Easement priority over Mortgage KN113338	Page 9 <i>DOC #1 ED 3 PRIOR</i>	Registered owner(s) of PID 009-257-501 Lot 2, DL 3989S, SDYD, Plan 13144

Terms of Instrument - Part 2

THIS AGREEMENT made as of the day of September, 2002.

BETWEEN:

NELSON GELERT HANSON, Retired, and JOAN MARIAN HANSON,
Retired, both of Box 2, Rossland, British Columbia V0G 1Y0
Joint Tenants
("Hansons")

AND:

BRUCE SHELDON GREGORY, Dentist, of Box 1120, Grand Forks,
British Columbia V0H 1H0
("Gregory")

WHEREAS:

A. Hansons are the registered owner of those certain
lands and premises known and described as:

Parcel Identifier: 009-257-501
Lot 2 District Lot 3989S Similkameen Division
Yale District Plan 13144
("Lot 2")

B. Gregory is the registered owner of those certain lands
and premises known and described as:

Parcel Identifier: 002-855-895
Lot 1 District Lot 3989S Similkameen Division
Yale District Plan 13144
("Lot 1")

C. Lot 1 and Lot 2 are adjoining lands and the driveway
which provides access for each property from West Lake
Drive, Christina Lake, British Columbia is situated partly
on each of the two lands.

D. The parties have agreed to create mutual easements
over their respective properties for the purpose of
providing driveway access for each lot.

Page 5.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) now paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises and covenants herein contained, the parties agree as follows:

GRANTS

1. Hansons do hereby grant, transfer and convey, in perpetuity, to Gregory and his heirs, executors, administrators, successors, assigns and licencees, for the benefit of Lot 1 as the dominant tenement, the non-exclusive, full, free and uninterrupted right, privilege, easement and right of way, at any and all times hereafter, as may be necessary, useful or convenient, for persons and vehicles to enter upon, go across, return, turn around, pass and repass over Lot 2 as the servient tenement.

2. Gregory does hereby grant, transfer and convey, in perpetuity, to Hansons and their heirs, executors, administrators, successors, assigns and licencees, for the benefit of Lot 2 as the dominant tenement, the non-exclusive, full, free and uninterrupted right, privilege, easement and right of way, at any and all times hereafter, as may be necessary, useful or convenient, for persons and vehicles to enter upon, go across, return, turn around, pass and repass over Lot 1 as the servient tenement.

MUTUAL COVENANTS

3. The parties covenant and agree that:

(a) each party, its servants, agents, workmen, together with such vehicles and machinery as may be necessary, be entitled to enter upon the lands of the other for the maintenance and repair of the easements;

(b) they will not, nor permit any other person to, do any act or thing which might interfere with, injure, impair, or obstruct the use of the easements;

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(c) the mutual easements herein will be restricted to the following:

(i) the common driveway which travels roughly in an easterly direction from West Lake Drive and crosses the boundary between Lot 1 and Lot 2 in several places before ending at the residence located on Lot 1; and,

(ii) the area at the easterly extent of the driveway adjacent to the residence situated on Lot 1 to be used by Hansons as a turn-around area in order to access parking on Lot 2;

which areas are together referred to as the "driveway";

(d) No vehicle will be parked, stored or kept on the driveway, or so near it as to interfere with its use;

(e) Any party using the driveway during the winter will pay for snow removal at its own cost, provided however that if both parties use the driveway during the winter, the snow removal costs will apportioned equally between the parties;

(f) To maintain the driveway and the costs of maintenance will be apportioned equally between the parties;

(g) To use care not to damage the driveway and any party causing such damage will be responsible, at its own costs, for repairs to the pre-damaged condition as is reasonably practical with reasonable dispatch.

GENERAL

10. Each party will indemnify and save harmless the other party from and against any and all losses, actions, claims and demands whether for injury to persons or loss of life, or damage to property, arising out of a party's exercise of its rights hereunder.

11. All covenants, agreements and provisos and the grants of easement herein shall be construed as running with the

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lands and shall be for the benefit of Lot 1, as dominant tenement, and shall encumber Lot 2, as the servient tenement, as well as for the benefit of Lot 2, as dominant tenement, and Lot 1 as servient tenement, and these presents, including all the covenants and conditions herein shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

12. The obligations imposed upon a party hereunder will apply only during such party's ownership of any interest in the lands.

13. In this Agreement the singular includes the plural and vice-versa; the masculine includes the feminine and vice-versa.

14. Hanson and Gregory acknowledge that this agreement has been duly executed and delivered by the parties executing the *Land Title Act* Form C and Form D attached hereto as pages 1 and 2.

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CONSENT AND PRIORITY AGREEMENT OF CHARGEHOLDERS

We, CIBC MORTGAGES INC., holder of the following registered charge, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration now paid by NELSON GELERT HANSON and JOAN MARIAN HANSON (the "Hansons") (the receipt and sufficiency of which is hereby acknowledged), consent to the registration of the above Easement in favour of the Hansons, and agree that it shall have priority over the following charge:

CHARGE:	REGISTRATION NUMBER:
Mortgage	KL13361

IN WITNESS WHEREOF, CIBC MORTGAGES INC. has executed and delivered this Agreement by executing the *Land Title Act* Form D to which this agreement is attached and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT OF CHARGEHOLDERS

We, CANADIAN IMPERIAL BANK OF COMMERCE, holder of the following registered charge, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration now paid by NELSON GELERT HANSON and JOAN MARIAN HANSON (the "Hansons") (the receipt and sufficiency of which is hereby acknowledged), consent to the registration of the above Easement in favour of the Hansons, and agree that it shall have priority over the following charge:

CHARGE:	REGISTRATION NUMBER:
Mortgage	KN113338

IN WITNESS WHEREOF, CANADIAN IMPERIAL BANK OF COMMERCE has executed and delivered this Agreement by executing the *Land Title Act* Form D to which this agreement is attached and forms part of this Agreement.

END OF DOCUMENT