

D 6208

MEMORANDUM OF AGREEMENT made in triplicate this
day of October, A.D. 1968.

BETWEEN:

ROBERT PEMBERTON KENNEDY, Farmer
of Tappen, in the Province of
British Columbia, (hereinafter
referred to as "Kennedy")

OF THE FIRST PART,

AND:

CANADIAN SAFETY FUSE COMPANY LIMITED,
A body corporate duly incorporated
under the laws of the Dominion of
Canada and having its registered office
in the City of Montreal in the Province
of Quebec, (hereinafter referred to as
"the Company")

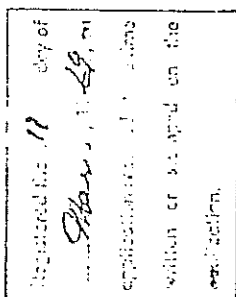
OF THE SECOND PART,

AND:

FARM CREDIT CORPORATION,
(hereinafter referred to as "the
Mortgagee")

OF THE THIRD PART.

WHEREAS Kennedy is the present owner of that certain
parcel or tract of land and premises situate in the Kamloops
Assessment District and Province of British Columbia and more
particularly known and described as:



FIRSTLY: The North West Quarter and the North
East Quarter of Section Nineteen (19),

SECONDLY: The North West Quarter of Section
Twenty (20). All of Township Twenty-one (21),
Range Ten (10), West of the Sixth Meridian.

AND WHEREAS the Company is desirous of erecting,
maintaining and operating an explosives factory and storage
magazines in conformity with the Explosives Act, 1946, S.C.
with amendments thereto and regulations thereunder on land
adjoining the above described property, owned by the Company
and more particularly described in Schedule "A" hereunto
annexed (hereinafter referred to as the "Company's lands"),

AND WHEREAS pursuant to the provisions of the Explosives Act and regulations thereunder the Company is required to maintain a certain minimum area (hereinafter called "the free area") surrounding the said plant and magazines free and clear of all dwellings or other buildings where persons are accustomed to assemble

AND WHEREAS the free area includes that portion of the Kennedy land described as follows

The Northerly six hundred (600') feet of the North East Quarter (NE1/4) (save and except the easterly one hundred and eighty-three (183') thereof and the easterly eight hundred (800') feet of the northerly six hundred feet (600') of the North West Quarter (NW1/4) all of Section Ninetwen (19), Township Twenty-one (21), Range (10), West of the Sixth Meridian, which said portion of the Kennedy land is shown outlined in red on the Right of Way Plan attached hereto, and declared to form part of this agreement (hereinafter called "the free area")

AND WHEREAS the Mortgagee is the holder of a Mortgage over the Kennedy land registered at the Land Registry Office in the City of Kamloops, and the Province of British Columbia on the 4th day of December, A.D. 1964, under No. 113413E.

NOW THIS AGREEMENT WITNESSETH and the parties hereto agree together as follows:

1. In consideration of One Dollar (\$1.00) now paid by the Company to Kennedy, receipt of which is hereby acknowledged, Kennedy covenants and agrees with the Company and its successors or assigns that he will not erect on or move onto, nor allow other persons to erect on or move onto, the above described free area any residence, dwelling or any other building which may serve for residential purposes or as a building where persons are accustomed to assemble and

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also that he will not convert nor allow other persons to convert into a residential building or into a building where persons are accustomed to assemble any farm building which may at any time be erected on the above described free area.

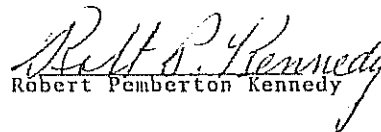
2. To the intent that the burden of this covenant may run with the land described herein as the free area and in favour of the Company lands, Kennedy and the Company do hereby respectively covenant and agree with each other, and with their respective heirs, executors, administrators, successors and assigns, that Kennedy and his successors in title from time to time of the lands herein described, will henceforth observe and comply with the stipulations restrictions and provisions set forth in Paragraph 1 hereof and that nothing shall be erected, fixed, placed or done upon the above described free area, in breach or violation or contrary to the fair meaning of the said stipulations, restrictions and provisions and that Kennedy and his successors in title will exact covenants, the same as those contained herein from the Transferee in any conveyance which Kennedy and his successors in title may make of the said lands or any part thereof.

3. AND the Mortgagee as a party to this Agreement hereby gives its consent to Kennedy granting to the Company the rights set forth herein.

IN WITNESS WHEREOF Kennedy has hereunto set his hand and seal and Canadian Safety Fuse Company Limited has caused its corporate seal to be affixed and attested to by its proper officers the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

QSL
Q.R.I. N.J.H.H. BC
Secretary


Robert Pemberton Kennedy

D 6208

THE CORPORATE SEAL OF
CANADIAN SAFETY FUSE COMPANY
LIMITED was hereby affixed in
the presence of:

C. L. Hamilton
President
J. K. Salmon
Secretary

THE CORPORATE SEAL OF
FARM CREDIT CORPORATION
was hereby affixed in the presence of:

J. L. Slaven
CHIEF SECURITIES OFFICER

FORM Q

ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

D 6208

I HEREBY CERTIFY that on the 3rd day of February A. D. 19 69, at Ottawa, in the Province of Ontario, JAMES ROYAL SLAVEN, personally known to me, appeared before me and acknowledged to me that he is the Chief Securities Officer of the Farm Credit Corporation, and that he is the person who subscribed his name to the annexed instrument as Chief Securities Officer of the said Farm Credit Corporation and affixed the seal of the Farm Credit Corporation to the said instrument; and that he was first duly authorized to subscribe his name as aforesaid and affix the said seal to the said instrument, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereto set my hand and seal of office at Ottawa, in the Province of Ontario, this 3rd day of February A. D. 19 69

.....
A Notary Public in and for the
County of Carleton,
Province of Ontario.

British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office
at Montreal - - - - - in the Province of
Quebec ~~British Columbia~~, this twenty-first - - - - - day of
February one thousand nine hundred and sixty-nine

Louis J. Dore
A Notary Public in and for the Province of Quebec
Quebec

NOTE—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

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SCHEDULE "A" referred to in the within Agreement
dated the day of October, A.D. 1968.

PARCEL ONE:

ALL AND SINGULAR that certain parcel or tract
of land and premises situate, lying and being
in the Kamloops Assessment District and Province
of British Columbia, more particularly kn own
and described as:-

FIRSTLY: That part of the South West Quarter
(SW1/4) of Section Twenty-nine (29), included
within the boundaries of Plan "D" Three thousand
two hundred and thirty-six ("B"3236) and

SECONDLY: The North West Quarter (NW1/4) of
Section Twenty-nine (29), and

THIRDLY: The South East Quarter (SE1/4) of
Section Thirty (30) all of Township Twenty-
one (21), Range (10), West of the Sixth
Meridian.

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AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF)
 BRITISH COLUMBIA)
 TO WIT:)

I, *Dennis Shes* of the Village of Salmon
 Arm, in the Province of British Columbia, MAKE OATH AND SAY:

1. THAT I was personally present and did see ROBERT
 PEMBERTON KENNEDY named in the within instrument, who is
 personally known to me to be the person named therein,
 duly sign and execute the same for purposes named therein.
2. THAT the same was executed at the Village of
 Salmon Arm in the Province of British Columbia, and that
 I am the subscribing witness thereto.
3. THAT I know the said ROBERT PEMBERTON KENNEDY
 and he is in my belief the fully age of twenty-one years.

SWORN to at the Village)
 of Salmon Arm, in the)
 Province of British)
 Columbia, this *26th* day)
 of ~~October~~, A.D. 1968,)
 before me)

Q. Shes
Q. R. N. H. Hill B.C.
Secretary

V. J. S. M. 1-1-68
 A Commissioner for taking)
 Affidavits within the)
 Province of British)
 Columbia)

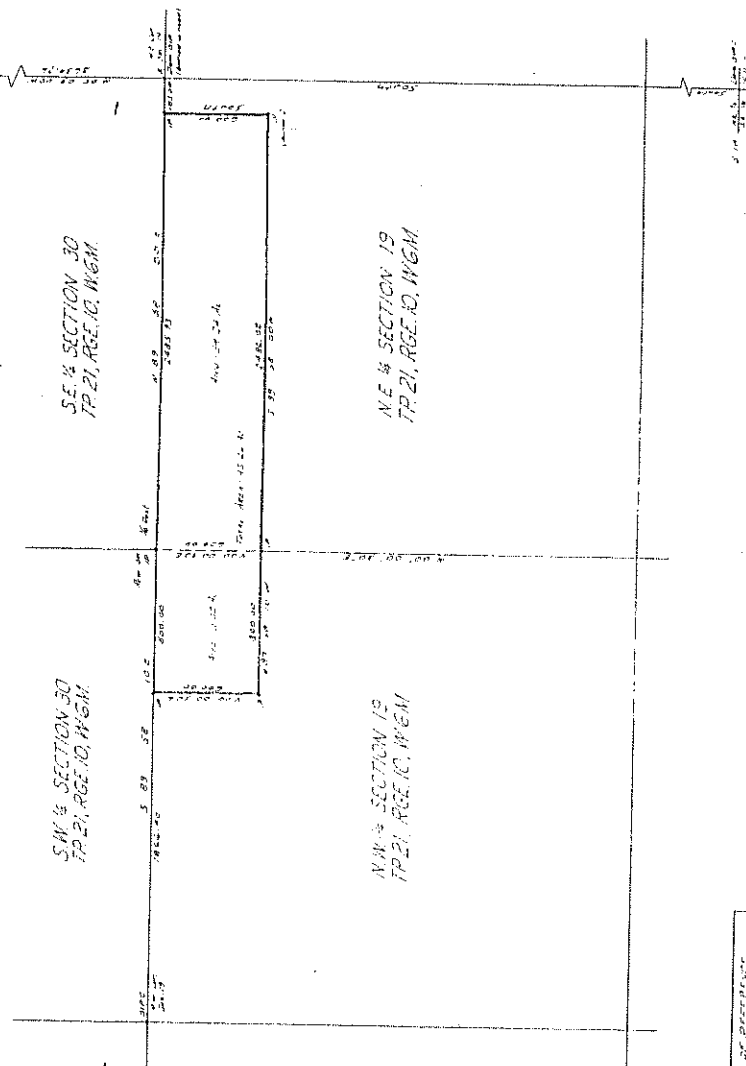
Plan
on
file
in
Survey

RIGHT OF WAY PLAN OF PART OF THE NORTH WEST 1/4 AND PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 21, RANGE 10, WEST OF THE 6TH MERIDIAN, KAMLOOPS DIVISION OF YALE DISTRICT.

SCALE: 1 INCH = 400 FEET

LEGEND

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BOOK OF REFERENCE	
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PLAN No. A 8782
Submitted to the Land Registry Office
at Kamloops, British Columbia,
this 18 day of MARCH, 1962.

[Signature]
24 Registered

I, Major George J. Salmon, of the British
Columbia Land Survey, make oath and say
that I was present at and did personally
superintend the survey, represented by this plan,
and that the survey and plan are correct.
The said survey was completed on the
10th day of December, 1962.

[Signature]
J.C.S.

Sworn before me this 20th day of December, 1962.

[Signature]
J.C.S.
A Commissioner for Taking Affidavits for the
Province of British Columbia

M.D. Blomberg
Commissioner
Kamloops, B.C.
20th Dec 1962

00 FEB 10 10 33

KP012130

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

LAND TITLE OFFICE
KAMLOOPS/NELSON

(This area for Land Title Office use)

Page 1 of 11 pages

C-55

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

E.M. Vogt, McCarthy Tétrault

1300 - 777 Dunsmuir Street, Vancouver, B.C. V7Y 1K2

Phone: 643-7100 Client No.: 010452

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

(PID)

(LEGAL DESCRIPTION)

006-497-349

Lot A, Section 19, Township 21, Range 10 West of the 6th
Meridian, Kamloops Division, Yale District, Plan 19464

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(PAGE AND PARAGRAPH)

PERSON ENTITLED TO INTEREST

Easement

Entire Agreement

Registered Owner of 1) NW 1/4 Sec 29
Twp 21 R 10 W6M KDYD Except Plan H14421
2) Part of SW 1/4 Sec 29 shown on Plan
B3236 Twp 21 R 10 W6M KDYD Except Plan
H14421

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

(a) Filed Standard Charge Terms



D.F. Number:

(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.

01 00/02/10 10:35:07 01 KL 33693
CHARGE \$51.00

5. TRANSFEROR(S):*

ORICA CANADA INC., (Inc. No. A-46754), of Suite 5300, Commerce Court West, Toronto, Ontario,
M5L 1B9

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

ICI CANADA INC., (Inc. No. ~~A-39100~~), P.O. Box 1300 Salmon Arm, B.C., V1E 4P4

A47093

KUPUYAKA REGISTRY

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 2 of 11 pages

7. ADDITIONAL or MODIFIED TERMS: * NIL

8. EXECUTION(S): ** This instrument creates, assigns, modified, 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.

USE BLACK INK ONLY

Officer Signature(s)

Execution Date

Y M D

00	01	25
00	01	18

USE BLACK INK ONLY

Party(ies) Signature(s)

ORICA CANADA INC. by its authorized signatories

Print Name: PETER JOHN WATSON

Print Name:

ICI CANADA INC., by its authorized signatories

Print Name: K. L. Dwyer

Print Name:

Jill Shatz
As to signature of ICI Canada Inc.
Jill Shatz Notary Public
Lawyer
2600 Steeles Ave. West
Concord, Ontario

Tereasa K Harsh
As to signature of Orica Canada Inc.
Tereasa K Harsh
Notary Public
9781 S. Meridian Blvd.
Englewood CO 80112

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 in box insufficient, continue executions on additional page(s) in Form D.

WATERCOURSE AND PUMPHOUSE EASEMENT

This Agreement made as of October 29, 1999.

BETWEEN:

ORICA CANADA INC.

(the "Grantor")

AND:

ICI CANADA INC.

(the "Grantee")

WHEREAS:

- A. The Grantor is the registered owner of certain lands and premises situated in the Vernon Assessment Area, British Columbia and legally described as:

PID: 006-497-349
Lot A
Section 19
Township 21
Range 10 West of the 6th Meridian
Kamloops Division
Yale District
Plan 19464

(the "Servient Tenement");

- B. The Grantee is the registered owner of certain lands and premises situated in the Vernon Assessment Area, British Columbia and legally described as:

PID: 014-085-208
The North West 1/4 of Section 29
Township 21
Range 10
West of the 6th Meridian
Kamloops Division
Yale District
Except Plan H14421

and

PID: 014-084-937
That Part of the South West 1/4 of Section 29 shown on Plan B3236
Township 21
Range 10
West of the 6th Meridian
Kamloops Division
Yale District
Except Plan H14421

(collectively, the "Dominant Tenement"); and

- C. The Grantor has agreed on the terms and conditions hereinafter set forth to grant the Grantee an easement over all of the Servient Tenement (the "Easement Area") for the use and the benefit of the Dominant Tenement to access the watercourse on the Servient Tenement and to install certain works more particularly described in this Agreement.

NOW THEREFORE in consideration of the premises, the sum of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grants of Easement

- 1.1 The Grantor hereby grants, transfers and conveys unto the Grantee in perpetuity for the benefit of and to be appurtenant to the Dominant Tenement, the non-exclusive full, free and uninterrupted right, license, liberty, privilege, easement and right of way for the Grantee, its successors and assigns and its and their contractors, subcontractors, employees, licensees, permittees, invitees, guests, agents, servants and workmen (the "Grantee's Representatives"), at all times hereafter, by night and by day, at their will and pleasure to:

- (a) enter over, on, in and under the Servient Tenement, on foot or with vehicles and every other mode of conveyance, to:

- (i) conduct surveys and examinations; and
- (ii) dig up, remove and replace soil, and clear trees, growth or other surface and subsurface materials;

for all purposes necessary or incidental to the exercise or enjoyment or performance of the rights, privileges and obligations of the Grantee set forth in paragraph 1.1(b) of this Agreement;

- (b) construct, install, operate, maintain, repair, clean, cover with soil, alter, relocate, renew, inspect and replace water mains and pipes, a water pumping station and all equipment and apparatus relating to a water transmission system, together with all ancillary attachments and fittings (all of which are collectively called the "Works"), for the purpose of drawing up, conveying, draining, or containing water in a location to be mutually agreed upon by the Grantor and the Grantee, each acting reasonably;
- (c) bring onto the Easement Area all tools, materials, supplies and equipment it requires or desires for any of the foregoing purposes;
- (d) cross over the Servient Tenement for reasonable access to the Easement Area; and
- (e) do all acts which in the opinion of the Grantee are incidental to the foregoing.

- 1.2 The Grantee covenants and agrees with the Grantor that prior to commencing construction or installation of any of the Works, the Grantee will provide to the Grantor, for review and approval, an engineering plan (the "Engineering Plan") showing the proposed site for the Works and the extent of the Works. The Grantee covenants and agrees with the Grantor not to commence construction or installation of the Works until the Engineering Plan has been approved by the Grantor, and thereafter to complete construction and installation substantially in accordance with the Engineering Plan. The Grantor covenants and agrees with the Grantee that it will not unreasonably withhold or delay its approval of the Engineering Plan.
- 1.3 The Grantee covenants and agrees with the Grantor that as soon as reasonably practical after the construction and installation of the Works upon the Servient Tenement, the Grantee shall provide to the Grantor, for review and approval, a plan (the "Easement Plan") defining that part of the Servient Tenement reasonably required by the Grantee for the accommodation of the Works, and once approved by the Grantor, the Grantee shall cause the Easement Plan to be registered in the applicable land title office, at its sole cost and expense, together with a modification of this Agreement limiting the easement set out in section 1.1 to that part of the Servient Tenement shown on the Easement Plan, and from the date of the registration of such modification, the Easement Area will be limited to the area shown on the Easement Plan.
- 1.4 Nothing herein shall be interpreted so as to restrict or prevent the Grantor, its tenants, licencees or invitees from using the Easement Area in any manner which does not interfere with the security or efficient functioning or unobstructed access to the Works.

2. Covenants of the Grantor

2.1 The Grantor will:

- (a) not do or permit to be done any act or thing which in the reasonable opinion of the Grantee may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of the Works;
- (b) allow the Grantee to trim or, if necessary, cut down any tree or other growth on the Easement Area which in the opinion of the Grantee constitutes or may constitute a danger or obstruction to those using the Easement Area or to the Works;
- (c) permit the Grantee to bring on to the Easement Area all material and equipment, including motor vehicles, it requires for the use by it for construction and maintenance of the Works;
- (d) permit the Grantee for the period during which the Grantee accepts this grant but not beyond the day if ever on which the Grantee releases this grant, to peaceably hold and enjoy the rights hereby granted; and
- (e) do or cause to be done all acts and things and execute all such documents as are necessary to ensure that this Agreement is registered against title to the Servient Tenement in the applicable land title office with priority over all financial charges and encumbrances. The Grantee will pay the cost of registering this Agreement in the applicable land title office.

3. Covenants of the Grantee

3.1 The Grantee will:

- (a) not start construction or installation of the Works until the Grantee obtains, at its sole expense, all necessary permits and approvals from all applicable governmental agencies and authorities including, without limitation, a permit for the withdrawal and use of water, if required;
- (b) bear the entire cost of planning and performing the Works;
- (c) carry out the Works at its sole cost and expense in a good and workmanlike manner in conformity with the usual and normal standards (including, without limitation, safety standards from time to time adopted in British Columbia as appropriate for similar works) to the satisfaction of the Grantor, acting reasonably, in order to cause no unnecessary damage or disturbance to the Grantor, the Servient Tenement or any improvement on the Servient Tenement;

- (d) accept sole responsibility for carrying out the Works;
- (e) not bury, without the prior written consent of the Grantor, debris or rubbish in excavations or backfills;
- (f) remove shoring and like temporary structures as backfilling proceeds;
- (g) rake up all rubbish and construction debris it creates in order to leave the Easement Area in a reasonably neat and clean condition;
- (h) exercise the utmost care not to damage the Easement Area or any improvement on the Easement Area and if the Grantee should cause any such damage, restore such damage to the Easement Area or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or, where the Grantee deems restoration to be impractical, reimburse the Grantor for all damage the Grantee has caused but not restored;
- (i) if the Grantee no longer requires the benefit of the easement set out in this Agreement, so notify the Grantor and, at the election of the Grantor, the Grantee shall either leave the Works or any of them in place upon the Easement Area or, at the expense of the Grantee, remove the Works or any of them and restore any damage done to the Easement Area as a result of such removal as far as reasonably practical and with reasonable dispatch;
- (j) be responsible for and indemnify and save harmless the Grantor, its officers, agents, employees, contractors and licensees in respect of any action, cause of action, suit, damage, loss, cost, claim and demand of any nature whatsoever arising out of the exercise by the Grantee or any other person permitted hereunder of any of the rights granted hereunder by reason of or with respect to any injury to person or persons including death resulting at any time hereafter and any damage to or loss of property suffered by the Grantor or others, except to the extent of negligence or wilful misconduct of the Grantor or persons for whose conduct the Grantor is responsible;
- (k) at its sole cost and expense, procure and maintain a policy of public liability insurance which shall name the Grantee as an insured and the Grantor as an additional insured (without liability by the Grantor for payment of premiums), and indemnify each of them against liability for property damage or personal injury (including death) resulting from entry upon or use of the Easement Area by the Grantee and the Grantee's Representatives, such policy to be stated to be primary and non-contributing with any insurance that the Grantor may carry and such policy to require not less than 10 days prior written notice of cancellation or material modification to be given to the Grantor; and
- (l) not use the Easement Area for any purpose other than as stated in section 1.1 of this Agreement.

4. The Works

- 4.1 Nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of either the Grantee or the Grantor or any other person, as a condition hereof or otherwise, to construct, install or erect any of the Works.
- 4.2 Except as required by the Grantor's election pursuant to section 3.1(i), notwithstanding any rule of law or equity to the contrary, any and all Works that are brought onto or erected upon or buried under the Easement Area by the Grantee or the Grantee's Representatives shall at all times remain, as between the Grantor and the Grantee, the property of the Grantee, notwithstanding that the same may be annexed or affixed to the Servient Tenement and shall at any time and from time to time be removable in whole or in part by the Grantee or the Grantee's Representatives.

5. Environmental Covenant

The Grantee covenants with the Grantor that it will:

- (a) not bring onto, use, release or store any Toxic Materials, or permit any persons for whom it is responsible at law to bring onto, use, release or store any Toxic Materials in, on or under the Easement Area;
- (b) comply with, and will promptly remedy the breach by the Grantee or by any persons for whom the Grantee is responsible at law of all Environmental Law and all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or cleanup of Toxic Materials in, on or under the Easement Area;
- (c) forthwith notify the Grantor if any of the following occurs and will provide the Grantor with copies of all relevant documentation in its possession in connection therewith:
 - (i) if any Toxic Material is brought onto, used, released or stored in, on or under the Easement Area;
 - (ii) if the Grantee breaches any Environmental Law;
 - (iii) if the Grantee receives notice of any claim, order, action or threatened litigation relating to any Toxic Materials alleged to be in, on or under the Servient Tenement or relating to the breach of any Environmental Law; or

- (iv) if the Grantee receives any notice, demand or other communication respecting any permit that may be required by the Grantee pursuant to any Environmental Law.

The Grantee further covenants and agrees with the Grantor to indemnify and hold the Grantor harmless against any losses, damages, costs, expenses and liabilities suffered or incurred by the Grantor by reason of a breach of any of the covenants aforesaid, which indemnity shall survive any termination, release or discharge of this Agreement.

In this paragraph "Toxic Material" means any substance or material, defined or designated as a hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable Environmental Law or any substance or material, the use or disposition of which is regulated by any Environmental Law. "Environmental Law" means federal, provincial or local laws, rules, ordinances, regulations, orders or other edicts having force of law relating to the environment or any Toxic Material (including, without limitation, the use, generation, manufacturing, storage, transportation, production, disposal, discharge or release thereof or the terms of any permit issued therefor) or the environmental conditions on, under or about the Easement Area including, without limitation, soil, groundwater and air conditions.

6. Liability of the Grantor

The Grantor will not be liable for any loss, damage or injury of any kind to any person or property arising from or caused by:

- (a) any use of the Easement Area by the Grantee or the Grantee's Representatives;
- (b) the Grantee's failure to comply with the terms of this Agreement;
- (c) any defect in the Works; and
- (d) any accident, fire or other casualty on the Easement Area resulting from any act or omission of the Grantee or the Grantee's representatives, except to the extent of negligence or wilful misconduct of the Grantor or persons for whose conduct the Grantor is responsible.

The Grantee for itself and the Grantee's representatives waives all claims against the Grantor for any such loss, damage or injury and agrees to indemnify and save harmless the Grantor from all liability for such loss, damage or injury and from all costs and expenses arising therefrom, except to the extent of negligence or wilful misconduct of the Grantor or persons for whose conduct the Grantor is responsible.

7. Miscellaneous

- 7.1 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.
- 7.2 Except as required by the Grantor's election pursuant to section 3.1(i), all chattels and fixtures installed by the Grantee over, on, in or under the Easement Area are and will remain owned by the Grantee, any rule of law or equity to the contrary notwithstanding.
- 7.3 This Agreement will be construed as running with and being a burden upon the Servient Tenement, but no part of the fee of the soil of the Servient Tenement will pass to or be vested in the Grantee under or by these presents and if the Servient Tenement is subdivided then the easement herein granted will continue to run with and bind each subdivided parcel thereof of which the Easement Area forms a part and will be forthwith released and discharged from each other subdivided parcel.
- 7.4 The covenants of the Grantor contained herein will be personal and binding upon the Grantor only during the Grantor's ownership of any interest in the Easement Area but the Easement Area will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Grantor in the Easement Area the Grantor will be freed and discharged from the observance and performance thereafter of the covenants on its part in respect of the Easement Area and on its part to be observed and performed.
- 7.5 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
- 7.6 Whenever it is required or desired that either party serve a notice on the other, service will be deemed to be satisfactory and to have occurred:
- (a) on the date of service, if that party has been served personally; or
 - (b) on the date received or on the sixth day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the most recent address shown on title to the Servient Tenement in the records of the Land Title Office for that party or to whatever address the parties from time to time in writing agree to.
- 7.7 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 7.8 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.

- 7.9 If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that is invalid will not affect the validity of the remainder of this Agreement.
- 7.10 This Agreement will enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary; and this Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
- 7.11 Nothing in this Agreement will be interpreted so as to restrict or prevent the Grantor from using the Easement Area in any manner which does not unreasonably interfere with the exercise by the Grantee of the easement hereby granted.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Form C above which is a part hereof.

- END OF DOCUMENT -

LAND TITLE ACT

FORM C

(Section 219.9)

Province of British Columbia

29 SEP 2006 14 17

Page 1 of 3 pages

GENERAL INSTRUMENT- PART 1 (This area for Land Title Office Use)

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

Wayne M. Letourneau, Notary Public
 P.O. Box 3009, Salmon Arm, B.C. V1E 4R8
 Telephone No. 250-832-9319
 Client No. 10551 / File No. 26095

[Signature]
 Lisa Letourneau, Authorized Agent

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID) (LEGAL DESCRIPTION)

014-084-937 That Part of the SW 1/4, of Sec. 29, Shown on Plan B3236, Tp. 21, R. 10, W6M KDYD
 Except Plans H14421, KAP76080, KAP76084, KAP79603 and KAP80838

3. NATURE OF INTEREST

DESCRIPTION
 RESTRICTIVE
~~RESTRICTIVE~~
 COVENANT

Page & Paragraph
 NATURE OF INTEREST

ENTIRE INSTRUMENT
 Page 3

PERSON ENTITLED TO INTEREST

REGISTERED OWNER OF
 PID #014-085-208 - The NE 1/4 of Sec. 29,
 Tp. 21, R.10 W6M KDYD Except Plan H14421
 KAP72310, KAP76080, KAP76084, KAP79603
 and KAP80838

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

01 06/09/29 14:21:25 01 KL 955/
 CHARGE \$65.

- (a) Filed Standard Charge Terms ()
 (b) Express Charge Terms (X) Annexed as Part 2
 (c) Release ()

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:*

647497 B.C. LTD., (Inc. No. 0647497), of Site 8, Box 8, Dewinton, AB, T0L 0X0, as to an undivided 1/2 interest, and, BRADLEY WILLIAM OSBORNE, Businessman, and LINDA OSBORNE, Homemaker, both of 43 Edgeview Heights NW, Calgary, AB, T3A 4W8, as to an undivided 1/2 interest as JOINT TENANTS

6. TRANSFEREES: including occupations, postal address(es) and postal code(s))*

647497 B.C. LTD., (Inc. No. 0647497), of Site 8, Box 8, Dewinton, AB, T0L 0X0, as to an undivided 1/2 interest, and, BRADLEY WILLIAM OSBORNE, Businessman, and LINDA OSBORNE, Homemaker, both of 43 Edgeview Heights NW, Calgary, AB, T3A 4W8, as to an undivided 1/2 interest as JOINT TENANTS

7. ADDITIONAL OR MODIFIED TERMS: * N/A

8. EXECUTION(S): ** By signing this document you are affecting the land in the manner described in Item 3.

Officer Signatures

Execution Date

Transferor/Grantor Signature

Y	M	D
2006	09	19

647497 B.C. Ltd. by it's authorized signatory(ies)

David Den hollander

Wayne M. Letourneau
 P.O. Box 3009
 Salmon Arm, B.C. V1E 4R8
 Notary Public
 Phone: (250) 832-9319

LAND TITLE ACT
FORM D


Page 2

EXECUTIONS CONTINUED

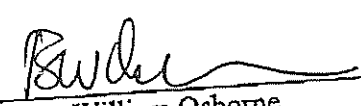
Officer Signatures

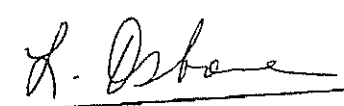
Execution Date		
Y	M	D
06	05	03

Transferor(s) Signatures(s)


Wayne M. Letourneau
P.O. Box 3009
Salmon Arm, B.C. V1E 4R8
Notary Public
Phone: (250) 832-9319

As to both
Signatures


Bradley William Osborne


Linda Osborne

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.

TERMS OF INSTRUMENT
PART 2

WHEREAS the Transferor is the registered owner of the property located within the Vernon Assessment Area, in the Province of British Columbia and more particularly described as:

That Part of the SW 1/4 of Sec. 29, Shown on Plan B3236, Tp 21, R. 10,
W6M KDYD Except Plans H14421, KAP76080, KAP76084, KAP79603 and
KAP80838

WHEREAS the Transferee is the registered owner of the property located within the Vernon Assessment Area, in the Province of British Columbia and more particularly described as:

The NW 1/4 of Sec. 29, Tp 21, R. 10, W6M KDYD Except Plans H14421,
KAP72310, KAP76080, KAP76084, KAP79603 and KAP80838

WHEREAS the Transferor has agreed to grant this ^{Restrictive} Covenant pursuant to Section 22.1 of the *Land Title Act* for the purpose herein recited.

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Transferee to the Transferor, receipt whereof is hereby acknowledged, the Transferor does hereby agree with the Transferee as follows:

1. The Transferor agrees to grant to the Transferee a ^{Restrictive} covenant that will not allow a public road way within the area outlined in heavy line on Reference Plan to accompany Covenant in That Part of the SW 1/4 of Sec. 29 Shown on Plan B3236, Tp. 21, R. 10, W6M, KDYD Except Plans H14421, KAP76080, KAP76084, KAP79603 and KAP80838, as prepared by Brian D. Sansom, B.C.L.S., and completed the 2nd day of September, 2005. Provided that nothing contained herein shall prevent the Transferee as described in an Easement registered one number following this document, from using the Easement area as intended in the said Easement document
2. The covenants herein contained are and shall be deemed to be covenants running with the Lands, and shall enure to the benefit of the Transferee and shall be binding on the Transferor and its successors in title in perpetuity or until such time as they may be ordered released and discharged by a Court of competent jurisdiction, or until such time as the Transferee shall execute, in registerable form, a discharge of this Covenant.
3. The covenants herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and assigns.
4. The covenants herein contained shall not pose a personal liability to any owners of the said property for occurrences arising after such owners have divested themselves of their interest in the said property.
5. In this Agreement, wherever the singular or masculine is used, the same shall be construed as meaning the plural, feminine, body corporate or politic, as the case may be and where the context so requires.

END OF DOCUMENT

Scan

No Number
plan 54.0

LAND TITLE ACT
FORM 11(a)
(Section 99(1)(e),(j) and (k))
**APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY
PLAN (CHARGE)**

I, Lisa Letourneau, c/o Wayne M. Letourneau, Notary Public of Box 3009, Salmon Arm, British Columbia, V1E 4R8, telephone: 250-832-9319, apply on behalf of 647497 BC Ltd. (Inc. No. 647497) of Site 8 Box 8 Dewinton, AB T0L 0X0 as to an undivided 1/2 interest and Brandley William Osborne, Businessman, and Linda Osborne, Homemaker, both of 43 Edgeview heights NW Calgary, AB T3A 4W8 as to an undivided 1/2 interest as Joint Tenants the owner of a registered charge, apply to deposit Reference Plan to accompany Covenant in:

That Part of the SW 1/4 of Sec. 29, Shown on Plan B3236, Tp 21, R. 10, W6M KDYD
Except Plans H14421, KAP76080, KAP76084, KAP79603 and KAP80838

01 06/09/29 14:21:34 01 KL 95500
S/S/OT PLANS \$54.0


I enclose:

1. The reference plan.
2. The reproductions of the plan required by section 67(u).
3. Fees of \$_____.

ASSIGNED PLAN NO. 8

KAP 82059

Dated the 27 day of September, 2006.


Lisa Letourneau, Authorized Agent

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. 93/75) 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 whiteprint 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.

LA 136756

C65.2
(E)LAND TITLE ACT
FORM C

(Section 219.9)

Province of British Columbia

GENERAL INSTRUMENT- PART 1 (This area for Land Title Office Use)

Page 1 of 2 pages

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

Wayne M. Letourneau, Notary Public

P.O. Box 3009, Salmon Arm, B.C. V1E 4R8

Telephone No. 250-832-9319

Client No. 10551 / File No. 26095

Lisa Letourneau, Authorized Agent

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID)

(LEGAL DESCRIPTION)

014-084-937 That Part of the SW 1/4, of Sec. 29, Shown on Plan B3236, Tp. 21, R. 10, W6M KDYD
Except Plans H14421, KAP76080, KAP76084, KAP79603 and KAP80838

3. NATURE OF INTEREST

Page & Paragraph

PERSON ENTITLED TO INTEREST

DESCRIPTION

NATURE OF INTEREST

EASEMENT

RESTRICTIVE

COVENANT

ENTIRE INSTRUMENT

Page 3

REGISTERED OWNER OF

PID #014-085-208 - The NE 1/4 of Sec. 29,
Tp. 21, R. 10 W6M KDYD Except Plan H14421
KAP72310, KAP76080, KAP76084, KAP79603
and KAP80838

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

(a) Filed Standard Charge Terms ()

(b) Express Charge Terms (X) Annexed as Part 2

(c) Release ()

01 06/09/29 14:21:42 01 KL 9550
CHARGE \$65.

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:*

647497 B.C. LTD., (Inc. No. 0647497), of Site 8, Box 8, Dewinton, AB, T0L 0X0, as to an undivided 1/2 interest, and, BRADLEY WILLIAM OSBORNE, Businessman, and LINDA OSBORNE, Homemaker, both of 43 Edgeview Heights NW, Calgary, AB, T3A 4W8, as to an undivided 1/2 interest as JOINT TENANTS

6. TRANSFEREES: including occupations, postal address(es) and postal code(s))*

647497 B.C. LTD., (Inc. No. 0647497), of Site 8, Box 8, Dewinton, AB, T0L 0X0, as to an undivided 1/2 interest, and, BRADLEY WILLIAM OSBORNE, Businessman, and LINDA OSBORNE, Homemaker, both of 43 Edgeview Heights NW, Calgary, AB, T3A 4W8, as to an undivided 1/2 interest as JOINT TENANTS

7. ADDITIONAL OR MODIFIED TERMS: * N/A

8. EXECUTION(S): ** By signing this document you are affecting the land in the manner described in Item 3.

Officer Signatures

Execution Date

Transferor/Grantor Signature

Y M D

647497 BC Ltd. by it's authorized signatory(ies)

2006

09

19

David Den hollander

Wayne M. Letourneau
P.O. Box 3009
Salmon Arm, B.C. V1E 4R8
Notary Public
Phone: (250) 832-9319

LAND TITLE ACT
FORM D

Page 2

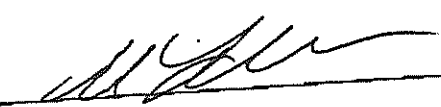
EXECUTIONS CONTINUED

Officer Signatures


Execution Date

Transferor(s) Signatures(s)

Y	M	D
06	05	03


Wayne M. Letourneau
P.O. Box 3009
Salmon Arm, B.C. V1E 4R8
Notary Public
Phone: (250) 832-9319


Bradley William Osborne


Linda Osborne

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. 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.

WHEREAS the Transferor is the registered owner of the property located within the Vernon Assessment Area, in the Province of British Columbia and more particularly described as:

That Part of the SW 1/4 of Sec. 29, Shown on Plan B3236, Tp 21, R. 10, W6M KDYD Except Plans H14421, KAP76080, KAP76084, KAP79603 and KAP80838

(the "Transferor")

of the first part

WHEREAS the Transferee is the registered owner of the property located within the Vernon Assessment Area, in the Province of British Columbia and more particularly described as:

The NW 1/4 of Sec. 29, Tp 21, R. 10, W6M KDYD Except Plans H14421, KAP72310, KAP76080, KAP76084, KAP79603 and KAP80838

(the "Transferee")

of the second part

The Transferee has requested the Transferor to grant and the Transferor has agreed to grant an easement in perpetuity over the Transferor's Land as hereinafter set out for the benefit of the Transferee's Land for access to a road way on the Transferee's Land.

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

1. The Transferor hereby grants to the Transferee an easement in perpetuity for the benefit of the Transferee's Lands and to be appurtenant to and for the use and benefit of the Transferee's Lands upon the Transferor's Land and thereon by the Transferee and the owners and occupiers for time being of the Transferee's Lands and their respective agents, servants, workmen, contractors, licensees and all other persons by their authority, both with and without vehicles, implements and equipment to pass and repass along that portion of the Transferor's Land shown on reference plan KAP_____, and the Transferor will permit the Transferee to maintain, repair, construct and otherwise deal with such Roadway as may be reasonable to permit the Transferee to pass and re-pass in order to access the Roadway. The Transferee shall be obligated to keep the Roadway in good repair and condition including but not limiting to snow removal, grading and graveling as required.

2. The Easement area is not currently being used as a Roadway, the Transferee shall have access to the Easement area at his desire for the intended use.

3. The Transferor hereby covenants and agrees not to 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 the Transferee's access to the Easement Area as contemplated herein and the Transferor will not do or knowingly permit to be done any act which might interfere with access by the Transferee over the Easement Area.

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

5. 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 hereby affected 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 licensees.

6. 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.

END OF DOCUMENT

-3 DEC 2002 13 48

KT133533

LAND TITLE ACT

FORM C

(Section 233(1))

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 3 pages

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

LAVERNA MATERE c/o **Wayne M. Lotourneau**
P.O. BOX 3009
SALMON ARM, B.C. V1E 4R8
NOTARY PUBLIC
PHONE (250) 832-9319



01 02/12/03 13:51:10 01 KL 585341
 CHARGE \$55.00

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

014-085-208

The North West 1/4 of Section 29, Township 21, Range 10, W6M, KDYD Except Plan
 H14421 and KAP **72310**
 Lot 1, Section 29, Township 21, Range 10, W6M, KDYD, Plan KAP **72310**

- | 3. NATURE OF INTEREST: *
DESCRIPTION | DOCUMENT REFERENCE
(page and paragraph) | PERSON ENTITLED TO INTEREST |
|---|--|-----------------------------|
| Section 219 Covenant | Entire Instrument | Transferee |

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):*

647497 B.C. Ltd., Inc. No. 647497

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))*

HER MAJESTY THE QUEEN in right of the Province of British Columbia as represented by the Minister
 of Water, Land and Air Protection, Parliament Buildings, Victoria, British Columbia and COLUMBIA
 SHUSWAP REGIONAL DISTRICT, PO Box 978, Salmon Arm, British Columbia, V1E 4P1

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.

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

Y	M	D
2002	11	5

647497 B.C. Ltd.
 by its authorized signatories



DAVID DENHOLLANDER

Wayne M. Lotourneau**P.O. BOX 3009****SALMON ARM, B.C. V1E 4R8****NOTARY PUBLIC****PHONE (250) 832-9319**

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.

Kamloops Agent

MACKINLAY AGENCIES LTD.

Formerly Central Survey Services

TERMS OF INSTRUMENT
PART 2

Page 2

WHEREAS the Transferor is the registered owner in fee simple of the following lands situate in the Vernon Assessment Area in the Province of British Columbia, more particularly known and described as:

The North West 1/4 of Section 29, Township 21, Range 10, W6M, KDYD, Except Plan H14421 and KAP 72310
Lot 1, Section 29, Township 21, Range 10, W6M, KDYD, Plan KAP 72310

(hereinafter called the "Lands")

AND WHEREAS this Covenant is given by the Transferor pursuant to the provisions of Section 219 of the Land Title Act and amendments thereto from time to time being in force.

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Transferee to the Transferor, receipt whereof is hereby acknowledged, the Transferor does hereby agree with the Transferee as follows:

1. The covenants herein contained are and shall be deemed to be covenants running with the Transferor's Lands and shall enure to the benefit of and be binding upon the Transferor and their successors in title, in perpetuity, or until such time as the covenants herein contained shall be ordered released and discharged by a Court of competent jurisdiction or until such time as the Transferee shall execute, in writing and in registerable form, a release of the covenants herein contained.
2. Hereafter, no building, mobile home or unit, modular home or structure shall be constructed, reconstructed, moved, extended or located within 15 metres of the natural boundary of Carlson Creek.
3. Hereafter, no area used for habitation, business or storage of goods damageable by floodwaters shall be located within any building, modular home or structure at an elevation such that the underside of the floor system thereof is less than 1.5 metres above the natural boundary of Carlson Creek. In the case of a mobile home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above-described elevation.
4. The required elevation may be achieved by structural elevation of the said habitable, business, or storage area or by adequately compacted landfill on which any building is to be constructed or mobile home or unit located, or by a combination of both structural elevation and landfill. No area below the required elevation shall be used for the installation of furnaces or other fixed equipment susceptible to damage by floodwater. Where landfill is used to raise the natural ground elevation, the toe of the landfill shall be no closer to the natural boundary than the setback requirement given in condition (2) above. The face of the landfill slope shall be adequately protected against erosion from the flood flows (wave action, ice or other debris).

5. The owner acknowledges that the Province of British Columbia does not represent to the owner or any other person that any building constructed or mobile home located in accordance with paragraphs (2) and (3) herein will not be damaged by flooding or erosion, and the owner covenants and agrees not to claim damages from the Province of British Columbia or Columbia Shuswap Regional District or hold the Province or the Regional District responsible for damages caused by flooding or erosion to the land or to any building, improvement, or other structure built, constructed or placed upon the said lands and to any contents thereof.

6. Hereafter, no native vegetation within a horizontal distance of fifteen (15) metres from the natural boundary of Carlson Creek, shall be disturbed, removed or degraded, nor shall any development occur which will preclude growth of native vegetation, except with the Authorization of the Ministry of Water, Land and Air Protection.

7. This Restrictive Covenant and the conditions and covenants herein contained are granted by the Transferor on the condition that, as and when the Transferor ceases to be the registered owner of the Lands or any part thereof, the personal liability of the Transferor under the provisions of this agreement shall cease as to such part of the Transferor's Lands and the Transferee shall look to the successors in title to such part of the Transferor's Lands for performance of the terms and conditions therein contained.

8. Wherever the expression "Transferor" and "Transferee" are used herein, the same shall be construed as meaning the plural, masculine, feminine or body corporate, where the context so requires.

THIS IS THE INSTRUMENT creating the condition or covenant pursuant to Section 219 of the Land Title Act by the Transferor referred to herein and shown on the print of plan annexed hereto and initialled by me.



Approving Officer

Minister of Transportation and Highways

END OF DOCUMENT

LAND TITLE ACT
FORM C

13 MAR 2006 11 21

LA031873

(Section 233(1))

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

PAGE 1 of 6 pages

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

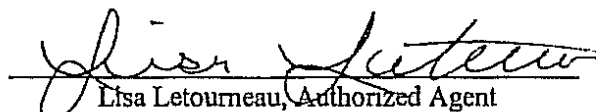
WAYNE M. LETOURNEAU, Notary Public

PO Box 3009, #201 - 271 Ross Street NE

Salmon Arm, BC V1E 4R8

Phone: 250-832-9319

File Ref. No: 25207/ Client No. 10551


 Lisa Letourneau, Authorized Agent

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

(PID)

(LEGAL DESCRIPTION):

SEE SCHEDULE

 01 06/03/13 11:24:39 01 KL 907890
 CHARGE \$64.75
3. NATURE OF INTEREST: *
DESCRIPTIONDOCUMENT REFERENCE
(page and paragraph)

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 ☐(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):*

SEE SCHEDULE

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))*

SEE SCHEDULE

 01 06/03/16 13:05:39 01 KL 908936
 DEFECT / WITHDR \$30.00

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.

Officer Signature(s)

Execution Date

Party(ies) Signature(s)



 Wayne M. Letourneau
 P.O. Box 3009
 Salmon Arm, B.C. V1E 4R8
 Notary Public
 Phone: (250) 832-9319

Y	M	D
2006	03	03

647497 B.C. LTD. by its authorized signatory(ies)


 David den Hollander

 Ramonops Agent
 MACKINLAY AGENCIES LTD.
 formerly, Central Survey Services

OFFICER CERTIFICATION:

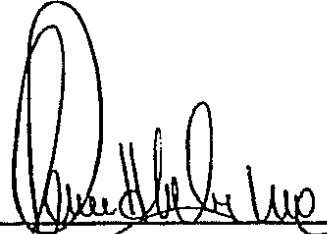
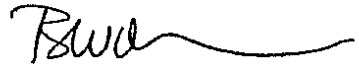

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution 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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 2

Officer Signatures	Execution Date			Transferor(s) Signatures(s)
	Y	M	D	
 GARRETT N. WYNNE Barrister & Solicitor Box 3005 Salmon Arm, B.C. V1C 8B1 (250) 832-8811 (as to both signatures)	05	09	07	 BRADLEY WILLIAM OSBORNE as Transferor  LINDA OSBORNE as Transferor

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 3 of the Land Title Act as they pertain to the execution of this instrument.

~~END OF DOCUMENT~~

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 3

Officer Signatures

Execution Date

Transferor(s) Signatures(s)

Wayne Letourneau
Notary
Box 3009
Salmon Arm,
BC
V1E 4R8

06 03 10

Robt Soule

ROBIN DAVID SOULE

Edward Lewis

ELEANOR SANDRA SOULE

OFFICER CERTIFICATION:

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.

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.

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

(PID) (LEGAL DESCRIPTION):

014-084-937

That Part of the SW 1/4 of Sec. 29, shown on Plan B3236 Tp. 21, Rng. 10 W6M KDYD
Except Plans H14421, KAP76080, KAP76084 and KAP79603

014-085-208

The NW 1/4 of Sec. 29, Tp. 21, Rng. 10 W6M KDYD Except Plans H14421, KAP72310,
KAP76080, KAP76084 and KAP79603

026-495-414

Lot 9, Sec 29, Tp. 21 Rng. 10 W6M KDYD Plan KAP79603

3. NATURE OF INTEREST: *
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Easement as shown on
reference Plan KAP 80530

Pages 5-6

Registered Owner of

PID 011-707-186

The North East 1/4 Sec. 29, Twp.
21, Rng. 10, W6M KDYD Except
Plan H14421

5. TRANSFEROR(S):*

647497 B.C. LTD., (Inc. No. 0647497), of Site 8, Box 8, Dewinton, AB, T0L 0X0, as to an undivided 1/2 interest, and, **BRADLEY WILLIAM OSBORNE**, Businessman, and **LINDA OSBORNE**, Homemaker, both of 43 Edgeview Heights NW, Calgary, AB, T3A 4W8, as to an undivided 1/2 interest as JOINT TENANTS as to:

014-084-937

That Part of the SW 1/4 of Sec. 29, shown on Plan B3236 Tp. 21, Rng. 10 W6M KDYD
Except Plans H14421, KAP76080, KAP76084 and KAP79603

014-085-208

The NW 1/4 of Sec. 29, Tp. 21, Rng. 10 W6M KDYD Except Plans H14421, KAP72310,
KAP76080, KAP76084 and KAP79603

ROBIN DAVID SOULE, Retired and **ELEANOR SANDRA SOULE**, Retired, both of Bag
9000, Ste.252 Salmon Arm, BC V1E 2S3 as JOINT TENANTS as to:

026-495-414

Lot 9, Sec 29, Tp. 21 Rng. 10 W6M KDYD Plan KAP79603

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))*

MAXINE ROSENA CODD, Farmer, of RR #1, Tappen, British Columbia, V0E 2X0

TERMS OF INSTRUMENT - Part 2
WHEREAS:

Page 5

- A. WHEREAS the Transferor is the registered owner of the lands described in Item 2 of the Land Title Act Form C-General Instrument attached hereto as Page 1 of this Easement (which such lands are hereinafter called the "Servient Tenement").
- B. AND WHEREAS the Transferee is the registered owner of the lands described in Item 3 of the Land title Act Form C-General Instrument attached hereto as Page 1 of this Easement (which such lands are hereinafter called the "Dominant Tenement").
- C. The Transferor has agreed to grant unto the Transferee an easement, over a portion of the Servient Tenement comprising the Easement Area, as defined in section 1, below, to allow the Water Pipe, as defined in section 1, below, to be installed, below grade, in the Easement Area and to allow the Transferee to have access to the Water Pipe for the purpose of maintenance and repair which said Water Pipe services the Dominant Tenement.

NOW THEREFORE in consideration of the payment by the Transferee to the Transferor of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Transferor, the Transferor and the Transferee hereby covenant and agree with one another as follows:

1. The Transferor hereby grants to the Transferee an easement in perpetuity for the benefit of the Dominant Tenement Land and to be appurtenant to and for the use and benefit of the Dominant Tenement upon all that part of the Servient Tenement Land shown outlined in heavy line on Reference Plan of Easement in That Part of the S.W. ¼ shown of Plan B3236 Except Plans H14421, KAP 76080, KAP76084 & KAP79603, in the N.W. ¼ Except Plans H4221, KAP72310, KAP76080, KAP76084 & KAP79603; and Lot 9, KAP79603, Sec 29, Tp 21, R. 10, W6M, KDYD, Brian D. Sansom, BCLS and completed on September 7, 2005 (hereinafter called the "Easement Area") and thereon by the Transferee and the owners and occupiers for the time being of the Dominant Tenement and their respective agents, servants, workers, contractors, licensees and all other persons by their authority to enter upon and to pass and re-pass both with and without vehicles, implements and equipment to dig, drill, excavate, lay down, install, construct, operate, maintain, alter, service, remove, replace, reconstruct, inspect, repair and otherwise deal with the waterlines (which terms shall include all regulators, pipelines, valves, pumps, fittings, connections and all other similar equipment) (herein called "the Works") or perform any necessary work including, without limiting the generality of the foregoing, the right to excavate any trench, provided that Transferee shall as soon as practicable thereafter fill any excavation so made and shall restore the surface of the ground, and any affected improvements as nearly as may be practicable to the level and condition before such work was done;
2. The Transferor will not construct on the Easement Area any building, structure or foundation which might materially interfere with the operation of the water pipe;
3. The Transferor will not do nor knowingly permit to be done any act or thing that will interfere with the normal operation of the Works;
4. The Transferor will not substantially diminish the soil cover on the Easement Area and, without limiting the generality of the foregoing, will not construct any open drains or ditches along or across the portion of the Servient Tenement where the Water Pipe is installed;

Page 6

5. The Transferor may use the Easement Area for its own purpose and enjoyment in conjunction with the rights herein granted to the Transferee;
6. The Transferor may relocate the Easement Area elsewhere on the Servient Tenement provided the such relocation does not materially diminish the supply of water to the Dominant Tenement and further provide that any costs associated with such relocation shall be borne by the Transferor;
7. The Transferee shall be solely responsible for all costs incurred for maintenance and repair of the Water Pipe;
8. The Transferee shall indemnify the Transferor for any loss or damage (whether in respect to property or person) suffered by the Transferor out of the sue by the Transferee or their agents, servants, workers, independent contractors or other authorized persons of the Easement Area;
9. 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 hereby affected and they shall ensure to the benefit of and be binding upon the Transferor and transferee and their respective successors, assigns, successors in title, servants, agents and licensees;
10. Wherever the expression "Transferor" and "Transferee" are used herein, the same shall be construed as meaning the plural, masculine, feminine or body corporate, where the context so requires.

END OF DOCUMENT

LAND TITLE ACT
FORM 11(a)
 (Section 99(1)(e),(f) and (k))
APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY
PLAN (CHARGE)

I, Lisa Letourneau, c/o Wayne M. Letourneau, Notary Public of Box 3009, Salmon Arm, British Columbia, V1E 4R8, telephone: 250-832-9319, apply on behalf of **MAXINE ROSENA CODD**, Farmer of RR#1, Tappen, BC V0E 2X0 the owner of a registered charge, apply to deposit Reference Plan of Easement in:

That Part of the SW 1/4 of Sec. 29 shown of Plan B3236 Tp. 21, Rng. 10 W6M KDYD Except Plans H14421, KAP76080, KAP76084 & KAP79603.

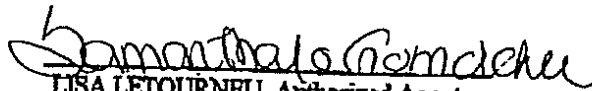
NW 1/4 of Sec. 29, Tp. 21, Rng. 10 W6M KDYD Except Plans H14421, KAP72310, KAP76080, KAP76084 & KAP79603.

Lot 9, Sec. 29, Tp. 21, R. 10, W6M KDYD Plan KAP79603

I enclose:

1. The reference plan.
2. The reproductions of the plan required by section 67(u).
3. Fees of \$_____.

Dated the ____ day of March, 2006


 LISA LETOURNEU, Authorized Agent

01 06/03/13 11:24:48 01 KL
 S/S/OT PLANS

907890
 \$54.00

NOTE:(i)

- (a) The following reproductions of the plan must accompany this application: 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. 93/75) 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 whiteprint 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."
 - (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.

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

ASSIGNED PLAN NO.

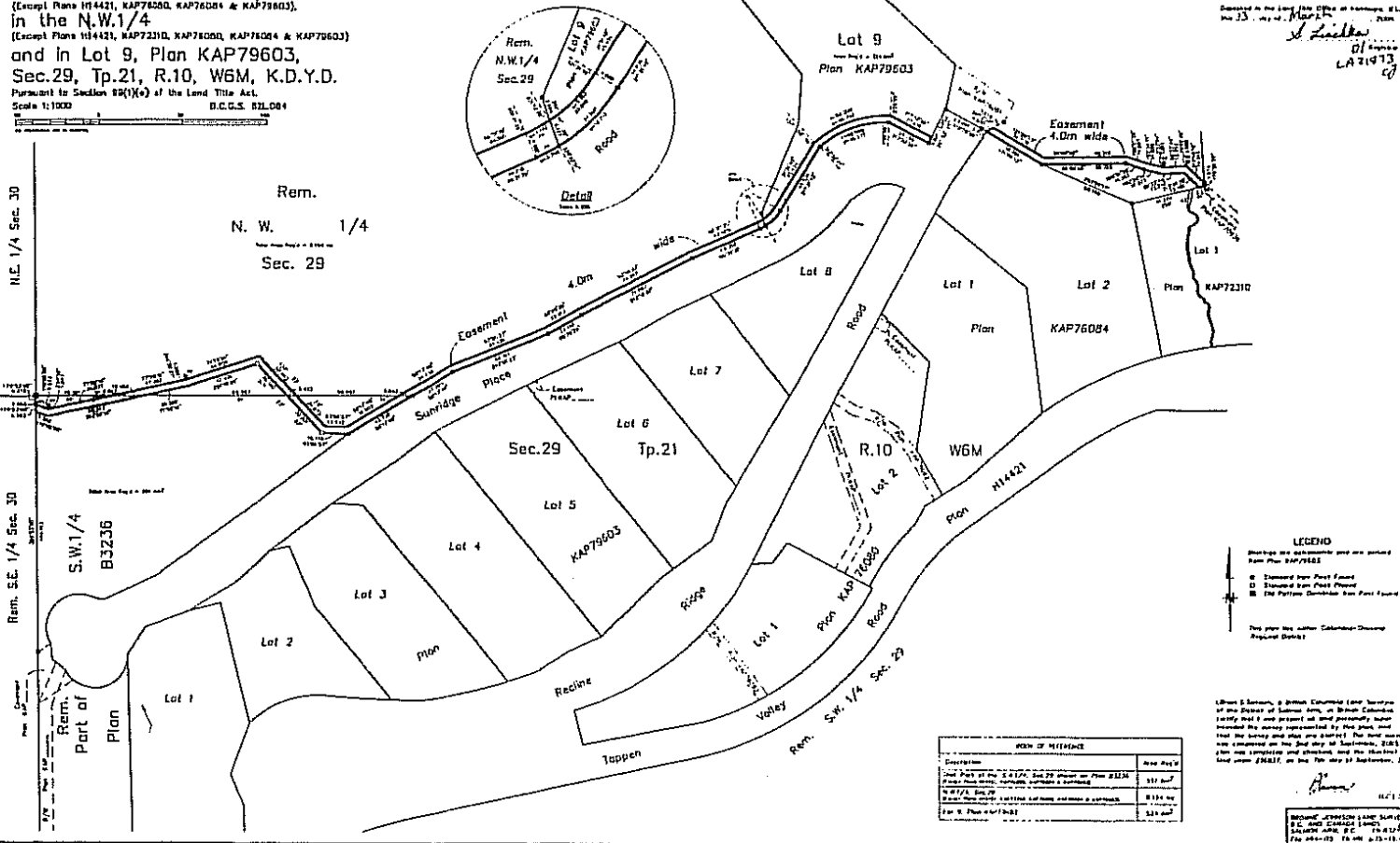
KAP 80530

Reference Plan of Easement
in That Part of the S.W.1/4 shown on Plan B3236

(Except Plans H14421, KAP76084, KAP76084 & KAP79603),
in the N.W.1/4
(Except Plans H14421, KAP72310, KAP76084, KAP76084 & KAP79603)
and in Lot 9, Plan KAP79603,
Sec.29, Tp.21, R.10, W6M, K.D.Y.D.
Pursuant to Section 88(1)(a) of the Land Title Act.
Scale 1:1000 D.C.G.S. 82L-084

PLAN KAP 80530

Submitted to the Land Title Office on November 21,
2005 by *St. Lawrence*
01444444
LA 21473
cj



Status: Registered

FORM_C_V13 (Charge)

Doc #: CA1606955

RCVD: 2010-06-15 RQST: 2015-10-14 10:56:08

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT

Jun-15-2010 11:17:09.003

FORM C (Section 233) CHARGE

CA1606955

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 10 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Zoë Stevens
Q239PU

Digitally signed by Zoë Stevens
Q239PU
DN: cn=Zoë Stevens Q239PU, c=CA,
o=Notary, ou=Verify ID at www.juricant.
com/LRP.cdn7id=Q239PU
Date: 2010.06.15 10:51:18 -0700

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

Zoë Stevens, Notary Public

#101, 5145 - 26th Street

Telephone Number: 250-542-1111

LTO Client No. 12201

File Number: 291148/tf - McMillan

Vernon

BC V1T 8G4

Document Fees: \$71.90

Deduct LTO Fees? YES ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

014-085-208

THE NW 1/4 OF SEC 29, TP 21, RG 10, W6M, KDYD, EXCEPT PLANS H14421,
KAP72310, KAP76080, KAP76084, KAP79603, KAP80838 AND KAP85109

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) ☐ Filled Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

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

ROBERT EDWARD MCMILLAN, BUSINESSMAN

PO BOX 9

SORRENTO

BRITISH COLUMBIA

V0E 2W0

CANADA

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.

Officer Signature(s)

Jane M. Letourneau
PO Box 3009
Salmon Arm, B.C., V1E 4R8
Notary Public

Execution Date		
Y	M	D
10	06	08

Transferor(s) Signature(s)

647497 B.C. Ltd. by its authorized
signatories:

Name: David Denhollender

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

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Wayne M. Letourneau
PO Box 3009
Salmon Arm, B.C., V1E 4R8
Notary Public

Y	M	D
10	06	09

Bradley William Osborne

Jane M. Letourneau
PO Box 3009
Salmon Arm, B.C., V1E 4R8
Notary Public

Y	M	D
10	06	09

Linda Osborne

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 3 of 10 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

Zoë Stevens
Notary Public
#101, 5145 - 26th Street
Vernon, B.C., V1T 8G4

10 02 11

Robert Edward McMillan

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.

FORM E_V13

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 4 of 10 pages

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement

shown on Plan EPP5195
Dominant Lands 026-652-625
Lot 6, Plan KAP80838

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 5 of 10 pages

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

5. TRANSFERORS(S)

647497 B.C. Ltd. (Inc. No. 647497), Bradley William Osborne and Linda Osborne, granting Easement

PART 2 – EASEMENT

WHEREAS:

A. The Transferor is the registered owner of all and singular that certain parcel or tract of land situated in the Vernon Assessment Area, in the Province of British Columbia, more particularly known and described as:

Parcel Identifier: 014-085-208

The North West ¼ of Sec 29, Tp 21, Rg 10, W6M, KDYD, except Plans H14421, KAP72310, KAP76080, KAP76084, KAP79603, KAP80838 and KAP85109

(being the Servient Tenement for the purposes of the Easement and hereinafter called the "Transferor's Lands")

B. The Transferee is the registered owner of all and singular that certain parcel or tract of land situated in the Vernon Assessment Area, in the Province of British Columbia, more particularly known and described as:

Parcel Identifier: 026-652-625

Lot 6, Sec 29, Tp 21, Rg 10, W6M, KDYD, Plan KAP80838

(being the Dominant Tenement for the purposes of the Easement and hereinafter called the "Transferee's Lands")

C. The Transferee's Lands are contiguous to the Transferor's Lands.

D. The Transferee desires to obtain from the Transferor an Easement over that part of the Transferor's Lands as shown outlined in bold and referred to as **Easement** on a Reference Plan of Easement in the NW1/4, Sec 29, Tp 21, R 10, W6M, KDYD Except Plans H14421, KAP72310, KAP76080, KAP76084, KAP79603, KAP80838 and KAP85109 and was completed by Brian D. Sansom, B.C.L.S. on the 24th day of November, 2009 (a reduced copy of which has been

registered as Plan EPP5195 is attached hereto as Schedule "A") (hereinafter called the "Easement Area") for the benefit of the Dominant Tenement on the terms, covenants and conditions herein contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, mutual covenants, warranties and representations herein contained, and the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the Transferor, the receipt and sufficiency of which is hereby acknowledged by the Transferor, the Transferor hereby grants an Easement in perpetuity for the use of the Transferee and her heirs, executors, administrators, successors, assigns, servants and agents for the full, free and uninterrupted right, license, liberty, privilege, permission and right of way forever and at all times and from time to time for the purpose of an easement more particularly described hereafter.

- i. to enter upon and to pass and repass over the Easement Area to maintain, inspect, alter and repair the existing septic system;
 - ii. to provide ingress, egress and regress to the Transferee and his heirs, executors, administrators, successors, assigns, guests, servants and agents;
 - iii. to clear the Easement Area and to keep it clear of all or part of any trees, growth or obstructions which might interfere with or endanger the use of the Easement Area for or incidental to the purposes aforesaid;
 - iv. for the servants, agents, contractors, workmen and other persons acting for or on behalf of or at the invitation of the Transferee, to enter with machinery, material, vehicles and equipment necessary for or incidental to the purposes aforesaid.
1. The Transferor hereby covenants with the Transferee as follows:
 - a. not to make, place, erect or maintain any building, structure, foundation, excavation, well, pile of material or obstruction upon the Easement Area which might interfere with or endanger any of the rights,

privileges or works authorized herein or any part thereof or which might obstruct access by the Transferee, his servants, agents, licensees and guests in the Easement Area;

- b. not to store any materials or objects on the Easement Area;
- c. not to do or knowingly permit to be done any act or thing which would in any way whatsoever interfere with, injure or endanger the purposes for which this Easement Area has been granted, or impair the operating efficiency thereof.

2. The Transferee covenants with the Transferor as follows:

- a. to solely bear all costs in respect to the Easement Area hereby granted, such costs to include, without restricting the generality of the foregoing, costs of repairs and maintenance of the existing septic system;
- b. to keep the said Easement Area in good repair;
- c. to indemnify and save harmless the Transferor from all claims, demand, actions, causes of action, costs, damage and expenses whatsoever arising out of or in connection with the constructions, repair, maintenance, operation and use of the existing septic system.

3. This Easement Agreement shall be construed as a covenant running with the lands.

4. The Easement Agreement hereby granted shall be appurtenant to the Transferees' Lands which said lands shall, for the purpose of the Easement hereby granted, constitute the dominant tenement and the Transferor's Land shall constitute the Servient Tenement.

5. Wherever the singular or masculine is used in this Easement Agreement it shall be construed as including the plural, feminine or body politic as the context or parties so require.

6. None of the covenants herein contained shall be personal or binding upon the Transferor, save and except during the Transferor's ownership of any interest in the Servient Tenement and with respect only to that portion of the Servient Tenement owned by the Transferor from time to time, but the Servient Tenement nevertheless shall be and remain at all times charged therewith in perpetuity.

7. None of the covenants herein contained shall be personal or binding upon the Transferee, save and except during the Transferee's ownership of any interest in the Dominant Tenement, and with respect only to that portion of the Dominant Tenement owned by the Transferee from time to time, but the Dominant Tenement nevertheless shall be and remain at all times charged therewith in perpetuity.

IN WITNESS WHEREOF the parties hereto have affixed their signatures, the day and year first above written.

Schedule "A"

Reference Plan of Easement in
the NW1/4, Sec 29,

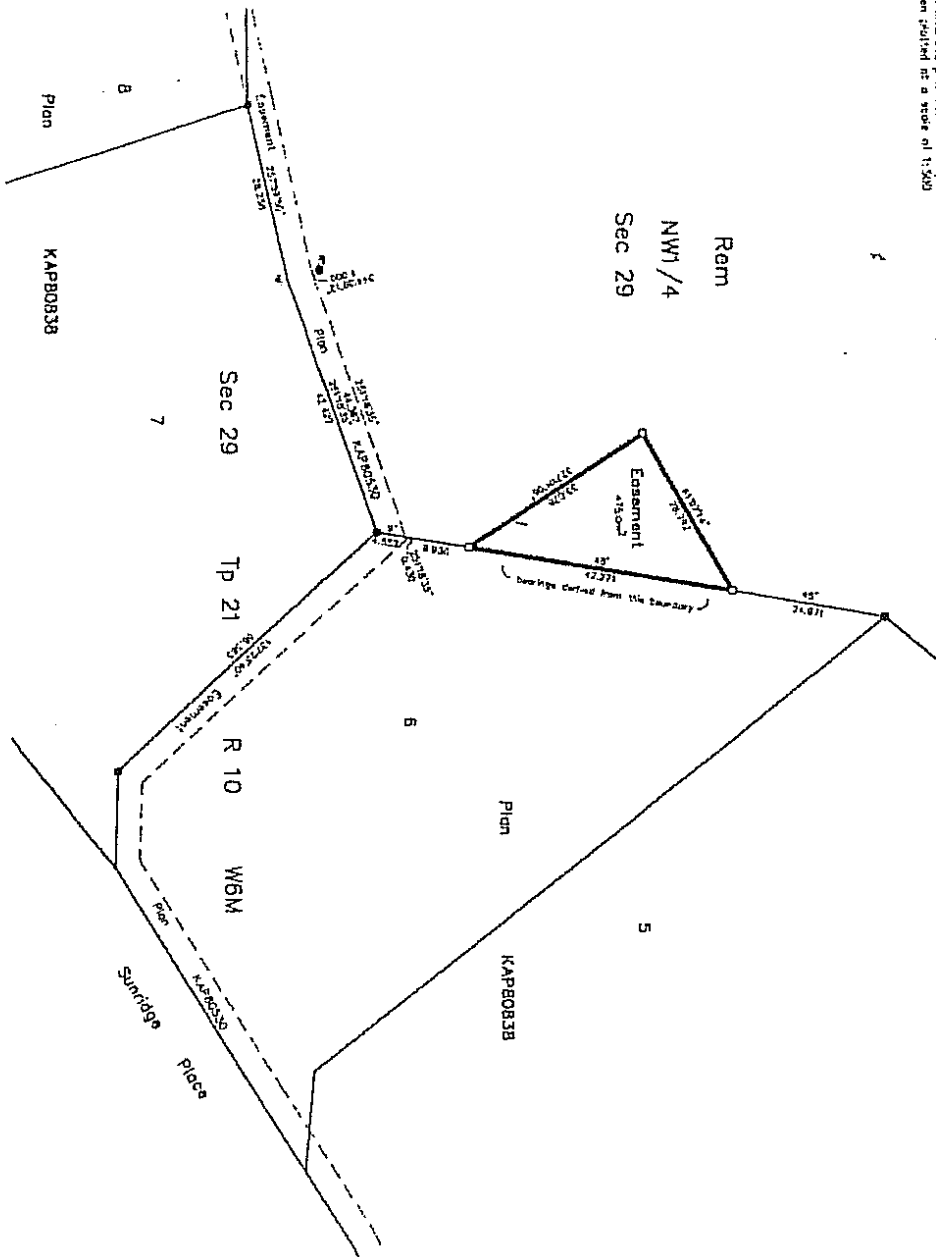
TP 21, R 10, W6M, KDYD

Excepl Plans H14421, KAP72310, KAP76080, KAP76084,
KAP79603, KAP80838 & KAP85109

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

BCGS 821084

The oriented plan view of this plan is 562mm in width by 432mm in height (2 feet)
when plotted at a scale of 1:500



PLAN EPP5195

LEGEND

- Survey or otherwise one or more derived from Plan KAP80838
- Stippled iron post found
- Stippled iron post placed

Note: This plan shows one or more adjacent posts which are not along the production of the property boundary unless otherwise noted

This plan lies with the Columbia Shuswap Regional District

The field survey represented by this plan was completed by Brian D. Bennett B.S. on the 24th day of November, 2009

BRIAN D. BENNETT LAND SURVEYOR
B.C. AND CANADA (LAND SURVEYORS)
SALISBURY, B.C. P.N. 210-832-3121
FAX 250-832-3121

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 21 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

RONALD M. KAYE, Barrister & Solicitor

Fraserwest Law Group LLP

P.O. Box 372, 9202 Young Road

Chilliwack

BC V2P 6J4

File No. 45,127 K/ap

Phone: 604-792-1977

Deduct LTSA Fees? Yes ☒2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

SECTION 219

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

RECLINE RIDGE DEVELOPMENTS LTD. (INC. NO. BC0999660)

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

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)

RONALD M. KAYE

Barrister & Solicitor

c/o Fraserwest Law Group LLP
9202 Young Road, P.O. Box 372
Chilliwack, BC V2P 6J4
Phone: (604) 792-1977

Execution Date

Y	M	D
16	02	12

Transferor(s) Signature(s)

RECLINE RIDGE
DEVELOPMENTS LTD. by its
authorized signatory(ies)

PAUL DE KONING

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 21 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

This instrument required by the
Approving Officer for a Subdivision Plan
EPP55009 creating the condition or
covenant entered into under s. 219 of
the Land Title Act

(signature) Approving Officer

Signature of Approving Officer

William Sparkes
Provincial Approving Officer

16 05 05

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

SCHEDULE

PAGE 3 OF 21 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP55009**STC for each PID listed below? YES ☐

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR LOT 1 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KD YD PLAN EPP55009

NO PID NMBR LOT 2 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KD YD PLAN EPP55009

NO PID NMBR LOT 3 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KD YD PLAN EPP55009

NO PID NMBR LOT 4 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KD YD PLAN EPP55009

NO PID NMBR LOT 9 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KD YD PLAN EPP55009

NO PID NMBR LOT 10 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KD YD PLAN EPP55009

NO PID NMBR LOT 11 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KD YD PLAN EPP55009

NO PID NMBR LOT 12 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KD YD PLAN EPP55009

LAND TITLE ACT
FORM E

SCHEDULE

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

6. TRANSFEREES:
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS
REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE
PARLIAMENT BUILDINGS
VICTORIA, BC

COLUMBIA SHUSWAP REGIONAL DISTRICT
555 HARBOURFRONT DRIVE
SALMON ARM, BC V1E 4P1

+TERMS OF INSTRUMENT—PART 2

BETWEEN:

RECLINE RIDGE DEVELOPMENTS LTD.
47531 Swallow Crescent
Chilliwack, BC V2P 7P8

(the "Transferor")

AND:

COLUMBIA SHUSWAP REGIONAL DISTRICT
555 Harbourfront Drive
Salmon Arm, BC V1E 4P1
and

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA AS REPRESENTED BY THE
MINISTER OF TRANSPORTATION AND INFRASTRUCTURE**
Parliament Buildings
Victoria, BC V8V 7X4

(the "Transferees")

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the lands in Tappen, British Columbia, Vernon Assessment Authority legally described as:

NO PID NMBRS

**Lot 1 Section 29 Township 21 Range 10 W6M KD YD Plan EPP55009
Lot 2 Section 29 Township 21 Range 10 W6M KD YD Plan EPP55009
Lot 3 Section 29 Township 21 Range 10 W6M KD YD Plan EPP55009
Lot 4 Section 29 Township 21 Range 10 W6M KD YD Plan EPP55009
Lot 9 Section 29 Township 21 Range 10 W6M KD YD Plan EPP55009
Lot 10 Section 29 Township 21 Range 10 W6M KD YD Plan EPP55009
Lot 11 Section 29 Township 21 Range 10 W6M KD YD Plan EPP55009
Lot 12 Section 29 Township 21 Range 10 W6M KD YD Plan EPP55009**

(hereinafter called the "Lands");

- B. The consent of the Provincial Approving Officer is required with respect to the Transferor's proposed subdivision of the Lands and, as a condition of such consent, the Provincial Approving Officer requires a covenant to be charged against the Lands in priority to any financial charges pursuant to Section 219 of the Land Title Act, Chapter 250, R.S.B.C. 1995, which covenant is for the purpose of preventing any use of the Lands unless certain conditions have been complied with and to ensure potential purchasers are

made aware of the potential geotechnical issues and the ongoing role the property owners must assume to protect their property investments.

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor (the receipt and sufficiency of which are acknowledged by the parties) and for other good and valuable consideration, the Transferor and all persons claiming under him agree to the following restrictions:

1. (a) No construction of any buildings or improvements of any kind shall take place on the Lands unless the Transferor has obtained a report from a British Columbia qualified geotechnical engineer approving the location of a proposed building prior to the commencement of construction and stating that the geotechnical engineer has reviewed the site plan for the construction of the building, this covenant and the engineering report Western Geotechnical Consultants Ltd., Thanh Le, PEng BEng dated April 22, 2014 marked Schedule "A" and subsequent report of July 25, 2014 addition, marked Schedule "A-1", a copy of each report, (the "Reports") is attached hereto. Contained within the Reports will be a statement confirming that the construction and/or improvements will incorporate the recommendation of the Reports required for the safe building sites to be safe.
2. The Transfer shall register this covenant as a charge on the Lands in priority to all financial charges and proof of its registration must be provided to the Transferee.
3. The Transferor does remise, release and forever discharge the Transferee and its officers, employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferor or his heirs, executors, administrators, successors and assigns may have against the Transferee and its officers, employees, servants or agents from and by reason of any damage suffered personally or in connection with any building, improvement, chattel or other structure including the contents of any of them, built, constructed or placed on the said Lands.
4. The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns hereby indemnifies and save harmless the Transferee and its

employees, servants and agents from all loss, damage, costs, actions, suits, debts accounts, claims and demands which the Transferor or the Transferee or any of their employees, servants or agents may suffer or incur or be put to arising out of or in connections with any breach of any covenant or agreement on the part of the Transferor or his heirs, executors, administrators, successors and assigns contained in the agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building modular home, mobile home or unit improvement chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands which is caused by any matter or thing addressed in the preceding paragraphs as the subject-matter of this covenant. Any opinion, decision, act or expression of satisfaction provided for in this Agreement is to be taken or made by the Transferee's Director of Engineering or Planning or his or her delegate authorized as such in writing.

5. The Transferor's covenants contained in the Agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, his heirs, executors, administrators, successors and assigns.
6. No term, condition, covenant or other provision of this Agreement will be considered to been waived by the Transferees unless the waiver is expressed in writing by the Transferees. Any waiver by the Transferees of any term, condition, covenant or other provision of this Agreement or any waiver by the Transferees of any breach, violation or non-performance of any term, condition, covenant or other provision of this agreement does not constitutes and will not be construed as a waiver of any further or other term, condition or other provision of this Agreement or any further or other breach, violation, or non-performance of any term, condition, covenant or other provision of this Agreement.
7. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Transferees in relation to the Transferor (including his/her heirs, executors, administrators, successors and assigns) or the Lands under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and

effectively exercised by the Transferees as if this Agreement had not been made between the parties.

8. Whenever the singular of masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
9. This Agreement will be interpreted according to the laws of the Province of British Columbia. If any section or any part of this agreement is found to be illegal unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
10. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia or like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
11. The Transferor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.

This is the instrument creating the condition of the covenant entered into under Section 219 of *the Land Title Act* by the Transferor referred to herein.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.

SCHEDULE "A"



April 22, 2014
Project No.: SA00454

Recline Ridge Developments Ltd.
3891 Turner Road
Tappen, BC V0E 2X1

Attention: Mr. David Denhollander
Email: david@reclineridge.com
Cell: (250)833-9876

Regarding: Geotechnical Hazard Assessment
Proposed 19 Lot Subdivision – Phase 5 of Recline Ridge Developments Project
Sun Ridge Place off Tappen Valley Road, Tappen, BC

INTRODUCTION

Western Geotechnical Consultants Ltd. (WesternGeo) has completed this Geotechnical Hazard Assessment for the above-noted site. The purpose of this geotechnical hazard assessment is to enumerate the potential geotechnical hazard(s) the site may be exposed to and evaluate each hazard according to the probability of its occurrence and the degree of risks it may impact on the site.

SCOPE OF WORK

In order to identify possible hazards at the subject site, WesternGeo conducted a desktop study of available in-house geotechnical information, historical aerial photographs, and performed a site reconnaissance. At the time of writing, WesternGeo is unaware of any public geotechnical publications pertaining to the subject area.

For all hazards identified, a risk assessment was performed. Where necessary, recommendations have been made to either avoid or mitigate any risks.

SITE DESCRIPTION

The site is located about 15km northwest of Salmon Arm on Sun Ridge Place off Tappen Valley Road, about 4km west of Highway 1, and about 6km south and north to the Shuswap Lake. The elevation of the site ranges from 500m to 570m above sea level.

British Columbia Locations:
Abbotsford, Burnaby, Surrey,
Surrey (Head Office), and Squamish

Alberta Locations:
Calgary



Contact: 4103-19162 21st Avenue, Surrey B.C. V3S 3S6 | t. 604.395.4244 | f. 604.365.4245 | e. email@westerngeo.ca | www.westerngeo.ca



PROPOSED DEVELOPMENT

As can be seen in Figure 2, the site is proposed to be developed into a 19-lot subdivision with a total area of approximately 350,000 square meters. The site will be accessed by a proposed road.

FIELD RECONNAISSANCE

A member of WesternGeo's staff visited the site on April 16, 2014 to perform a field reconnaissance, where features of significance relating to geotechnical hazards were noted. The lots discussed in the following references to site plan (Figure 2).

- Generally lots 1 to 8 are undulating in grade.
- Lots 2 to 9 have gradients of up to 45 degrees sloping away at the lower portion of each lot. Some houses have been built below these lower lot lines on Phase 4 project. These lots are sparsely treed due to previous logging.
- Lots 9, 10, and 11 have steep gradients at the southern portion of each lot, bedrock outcrops are visible.
- Lot 12 is heavily treed and gently sloping from north to south.
- Lot 13 has standing water from the snow melt and has no trees.
- Lots 14 to 19 all back on to an existing slough, all lots have good areas for building sites. Water was visible flowing from the east end of the slough due to the snow melt.
- There are no natural water courses on this property.

HAZARD ASSESSMENT

The 1993 paper *Hazard Acceptability Thresholds for Development Approvals by Local Government* by Dr. Peter W. Cave (referred to here as the Cave report), acknowledged throughout British Columbia as a defining document in hazard assessment, categorized eight different geotechnical hazards that may pose a risk to a site. The eight hazards have been summarized as follows:

1. Inundation by Flood Waters — Characterized by an unusually large volume of water flowing in a channel, a portion of which may flow overbank. Floods are associated with other hazards such as channel erosion and avulsion.
2. Mountain Stream Erosion and Avulsion — Characterized by the lateral migration of a stream channel (erosion) and/or the abandonment of the channel course to occupy a different position on the alluvial fan (avulsion). This type of hazard may be associated with large flow events.
3. Debris Flows and Debris Torrents — A rapid, channelized, fluid transport of water saturated debris. A debris flow path can be divided into an initiation zone, a transport and erosion zone, and a deposition zone. Transport often initiates within steep gullies and is conveyed downslope at high velocity which can damage forests and human development.



4. Debris Floods — A large flood event associated with an unusually high amount of sediment movement consisting of coarse bed load material and organic material such as trees and logs.
5. Landslides, Small-Scale, Localized — The sudden and rapid or gradual and incremental downslope movement of soil, rock, and other weathered materials.
6. Snow Avalanche — The sudden and rapid downslope movement of snow and ice. Avalanches develop large amounts of kinetic energy, damaging anything in its path.
7. Rock Fall — The detachment of individual rock fragments from a steep slope and their gravitational downslope transport.
8. Landslides, Massive, Catastrophic — The sudden and rapid movement of unusually large amounts of soil, rock and other weathered materials.

A site is rarely exposed to all eight hazards, but may be at risk from a combination of them depending on its location.

APPLICABLE HAZARDS

Based upon that this site which is at least 4km away from nearby mountain areas, hazards related to slopes such as Large-Scale Landslides, Snow Avalanches and Rock Fall are not applicable. Mountain Stream Erosion and Avulsion, Debris Flows and Debris Torrents, as well as Debris Floods are also not applicable.

Based upon the site elevation which is about 140m higher than Shuswap Lake elevation, the flooding is considered to be not applicable to this site.

It is WesternGeo's opinion that the probability of occurrence of Small-Scale Localized Landslip is less than 1:10,000 due to the site slope condition and soil/rock characteristics.

As per the Cave report, the site was analyzed under the criteria for "Subdivision" Estimates of the annual return frequencies for these hazards, which are listed in the Table 1 below.



Table 1: Estimated Annual Return Frequencies (Subdivision Area)

HAZARD	FREQUENCY (years)
Inundation by Flood Waters	N/A
Mountain Stream Erosion and Avulsion	N/A
Debris Flows and Debris Torrents	N/A
Debris Floods	N/A
Landslides, Small-Scale, Localized	<1:10,000
Snow Avalanche	N/A
Rock Fall	N/A
Landslides, Massive, Catastrophic	N/A

CONCLUSION

Based on the geotechnical assessment conducted by WesternGeo, and within the limits discussed in the foregoing sections, it is concluded that the land may be used safely for the use intended. At the time of building development, it is recommended that future inspections be conducted by a qualified geotechnical engineer.

LIMITATIONS

The recommendations in this report are provided on the assumption that the contractor will be suitably qualified and experienced. In the event of report revisions, additional funds may be required. This report has been prepared for the exclusive use of Recline Ridge Developments Ltd., Ministry of Transportation and their "Approved Users" for specific application to the development mentioned in the report. Any use of this report for purposes other than the intended, should be approved in writing by WesternGeo. Contractors should rely upon their own explorations for costing purposes.



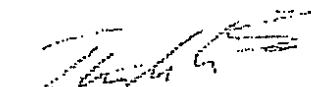
CLOSURE

We trust that this meets your current requirements. If you should have any concerns or questions, please do not hesitate to contact us.

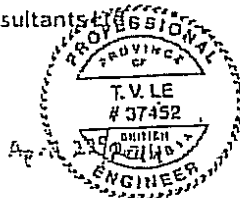
Yours

sincerely,

Western Geotechnical Consultants Ltd.



Thanh Le PENG BENG
Geotechnical Engineer



Dave Muir ASCT
Branch Manager

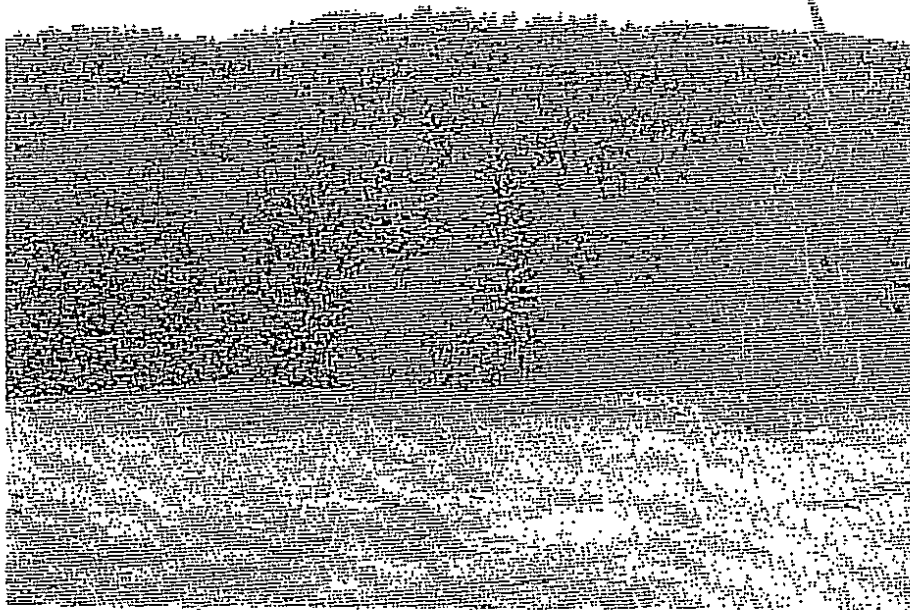
Enclosure: Site Photos.
Figure 1: Site Vicinity Plan
Figure 2: Site Plan



Site Review _1



Site Review _2



Site Review _3



Site Review _1

APPENDIX D: LANDSLIDE ASSESSMENT ASSURANCE STATEMENT

Note: This Statement is to be read and completed in conjunction with the "APEGBC Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia", March 2005/Revised September 2008 ("APEGBC Guidelines") and the "2006 BC Building Code (BCBC 2006)" and to be provided for *landslide assessments* (not floods or flood control) for the purposes of the Land Title Act, Community Charter or the Local Government Act. Italicized words are defined in the APEGBC Guidelines

To: The Approving Authority
Ministry of Transportation

Date: April 22, 2014

Jurisdiction and address

With reference to (check on):

- ☒ Land Title Act (Section 86) - Subdivision Approval
- ☐ Local Government Act (Sections 919.1 and 920) - Development Permit
- ☐ Community Charter (Section 56) - Building Permit
- ☐ Local Government Act (Section 910) - Flood Plain Bylaw Variance
- ☐ Local Government Act (Section 910) - Flood Plain Bylaw Exemption
- ☐ Local Government Act (Section 692 (D)) - Provincial Regulation M268, Geotechnical Slope Stability (Seismic) Regulation

For the Property:

Sun Ridge Place off Tappen Valley Road, Tappen, BC

Legal description and civic address of the Property

The undersigned hereby gives assurance that he/she is a *Qualified Professional* and is a *Professional Engineer* or *Professional Geoscientist*

I have signed, sealed and dated, and thereby certified, the attached *landslide assessment* report on the Property in accordance with the *APEGBC Guidelines*. That report must be read in conjunction with this statement. In preparing that report I have:

Check in the left of applicable items

- ☒ 1. Collected and reviewed appropriate background information
- ☒ 2. Reviewed the proposed *residential development* on the Property
- ☒ 3. Conducted field work on and, if required, beyond the Property
- ☒ 4. Reported on the results of the field work on and, if required, beyond the Property
- ☒ 5. Considered any changed conditions on and, if required, beyond the Property
- 6. For a *landslide hazard analysis* or *landslide risk analysis* I have:
 - ☒ 6.1 reviewed and characterized, if appropriate, any *landslide* that may affect the Property
 - ☒ 6.2 estimated the *landslide hazard*
 - ☒ 6.3 identified existing and anticipated future *elements at risk* on and, if required, beyond the Property
 - ☒ 6.4 estimated the potential consequences to those *elements at risk*
- 7. Where the *Approving Authority* has adopted a *level of landslide safety* I have:
 - ☐ 7.1 compared the *level of landslide safety* adopted by the *Approving Authority* with the findings of my investigation
 - ☐ 7.2 made a finding on the *level of landslide safety* on the Property based on the comparison
 - ☐ 7.3 made recommendations to reduce *landslide hazards* and/or *landslide risks*
- 8. Where the *Approving Authority* has not adopted a *level of landslide safety* I have:
 - ☒ 8.1 described the method of *landslide hazard analysis* or *landslide risk analysis* used
 - ☒ 8.2 referred to an appropriate and identified provincial, national or international guideline for *level of landslide safety*
 - ☒ 8.3 compared this guideline with the findings of my investigation

12

- ☒ 8.4 made a finding on the level of landslide safety on the Property based on the comparison
- ☒ 8.5 made recommendations to reduce landslide hazards and/or landslide risks
- ☒ 9. Reported on the requirements for future inspections of the Property and recommended who should conduct those inspections

Based on my comparison between
check one

- ☐ the findings from the investigation and the adopted level of landslide safety (item 7.2 above)
- ☒ the appropriate and identified provincial, national or international guideline for level of landslide safety (item 8.4 above)

I hereby give my assurance based on the conditions¹² contained in the attached landslide assessment report

Check on or more where appropriate

- ☒ for subdivision approval, as required by the Land Title Act (Section 86), "that the land may be used safely for the use intended"

Check one

- ☐ with one or more recommended registered covenants
- ☒ without any registered covenant
- ☐ for a development permit, as required by the Local Government Act (Sections 919.1 and 920), my report will "assist the local government in determining what conditions or requirements under [Section 920] subsection (7.1) it will impose in the permit"
- ☐ for a building permit, as required by the Community Charter (Section 56), "The land may be used safely for the use intended"

Check one

- ☐ with one or more recommended registered covenants
- ☒ without any registered covenant
- ☐ for flood plain bylaw variance (for debris flows only), as required by the "Flood Hazard Area Land Use Management Guidelines" associated with the Local Government Act (Section 910), "The development may occur safely."
- ☐ for flood plain bylaw exemption (for debris flows only), as required by the Local Government Act (Section 910), "the land may be used safely for the use intended."

Thanh Le

Name (print)

Signature

103-19162 22nd Avenue, Surrey B.C. V3S 3S6

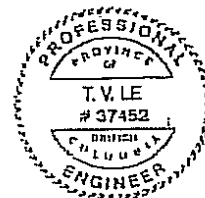
Address

604.385.4244

Telephone

April 22, 2014

Date



(Affix Professional Seal here)

If the Qualified Professional is a member of a firm, complete the following.

I am a member of the firm Western Geotechnical Consultants Ltd. (WesternGeo)

and I sign this letter on behalf of the firm. (Print name of firm)

¹² when seismic slope stability assessments are involved, level of landslide safety is considered to be a "life safety" criteria as described in the National Building Code of Canada (NBCC 2005), Commentary on Design for Seismic Effects in the User's Guide, Structural Commentaries, Part 4 of Division 5. This states:

"The primary objective of seismic design is to provide an acceptable level of safety for building occupants and the general public as the building responds to strong ground motion; in other words, to minimize loss of life. This implies that, although there will likely be extensive structural and non-structural damage, during the DGM (design ground motion), there is a reasonable degree of confidence that the building will not collapse nor will its attachments break off and fall on people near the building. This performance level is termed 'extensive damage' because, although the structure may be heavily damaged and may have lost a substantial amount of its initial strength and stiffness, it retains some margin of resistance against collapse."

SCHEDULE "A-1"



July 25, 2014
Project No.: SA00454

Recline Ridge Developments Ltd.
3891 Turner Road
Tappen, BC V0E 2X1

Attn.: Mr. David Denhollander
Email: david@reclineridge.com
Cell: (250) 833-9876

Re: Landslide Hazard and Slope Setback Clarifications
Proposed 19 Lot Subdivision – Phase 5 of Recline Ridge Development
Sun Ridge Place off Tappen Valley Road, Tappen Valley, BC

Dear Mr. Denhollander:

Western Geotechnical Consultants Ltd. (WesternGeo) previously prepared a Geotechnical Hazard Assessment report of the above referenced project, dated April 22, 2014. Since this report was written, the Ministry of Transportation and Infrastructure issued a PLNA memo dated July 10, 2014. Item 7 of this memo requests clarification to the original geotechnical report regarding the landslide hazard probability and setback/building restrictions. This letter is intended to provide this clarification.

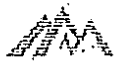
The items to be addressed, as stated in the PLNA memo, are as follows.

1. *Was the 1:475 considered (When considering damaging events only, unless otherwise specified, a probability of occurrence of 1 in 475 years (10% probability in 50 years) for individual landslide hazards should be used as a minimum standard).* This has been considered. Table 1 of the geotechnical report gives a return frequency of less than 1 in 10,000 for small-scale, localized landslides.
2. *Were setback/building restrictions to the Rocky slope (Lots 9-12), and building on slopes (Lots 1-4) considered?* These were considered. The prescribed building locations were denoted on the site plan attached to the report. However, the geotechnical engineer should review the exact location of each building prior to construction.

British Columbia Locations:
Abbotsford, Burnaby, Sechelt,
Surrey (Head Office), and Squamish.

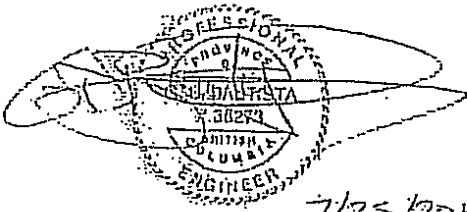
Alberta Locations:
Calgary

Geotechnical | Geological | Environmental
Contact: #103-19162 22nd Avenue, Surrey B.C. V3S 3S6 | t. 604.385.4244 | f. 604.385.4245 | e. email@westerngeo.ca | www.westerngeo.ca



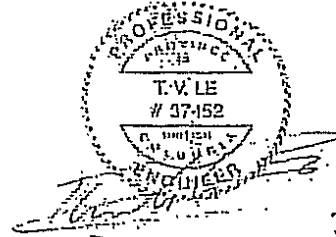
We trust that this letter meets your needs for the development. If you have any questions, please do not hesitate to contact us.

Yours sincerely,
Western Geotechnical Consultants Ltd.



Gerry D. Bautista, Jr. P.Eng. PE BASc
Project Manager | Geotechnical Engineer

Reviewed by:



Than N. Le P.Eng. B.Eng.
Branch Manager | Geotechnical Engineer

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

RONALD M. KAYE, Barrister & Solicitor

Fraserwest Law Group LLP

P.O. Box 372, 9202 Young Road

Chilliwack

BC V2P 6J4

File No. 45,127 K/ap

Phone: 604-792-1977

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

Statutory Right of Way

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

RECLINE RIDGE DEVELOPMENTS LTD. (INC. NO.: BC0999660)

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

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)

RONALD M. KAYE

Barrister & Solicitor

c/o Fraserwest Law Group LLP
 9202 Young Road, P.O. Box 372
 Chilliwack, BC V2P 6J4
 Phone: (604) 792-1977

Execution Date

Y	M	D
16	02	12

Transferor(s) Signature(s)

RECLINE RIDGE
 DEVELOPMENTS LTD.

by its authorized signatory(ies)

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.

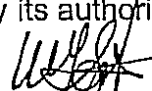
Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
16	05	05

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA
AS REPRESENTED BY THE
MINISTER RESPONSIBLE FOR THE
TRANSPORTATION ACT
by its authorized signatory(ies)



William Sparkes

Provincial Approving Officer

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.

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**NO PID NMBR LOT 14 SECTION 29 TOWNSHIP 21 RANGE 10 WEST OF THE SIXTH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN EPP55009**

STC? YES ☐

[Related Plan Number]

EPP55009

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**NO PID NMBR LOT 15 SECTION 29 TOWNSHIP 21 RANGE 10 WEST OF THE SIXTH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN EPP55009**

STC? YES

[Related Plan Number]

EPP55009

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

STC? YES ☐

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

6. TRANSFEREE(S):

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR THE TRANSPORTATION ACT
PARLIAMENT BUILDINGS
VICTORIA, BC V8V 1X4

GENERAL INSTRUMENT - PART 2

BETWEEN:

RECLINE RIDGE DEVELOPMENTS LTD.
47531 Swallow Crescent
Chilliwack, BC V2P 7P8

(the "Transferor")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA REPRESENTED BY
THE MINISTER RESPONSIBLE FOR THE TRANSPORTATION ACT**
Parliament Buildings
Victoria, BC V8V 1X4

(the "Transferee")

W H E R E A S:

A. The Transferor is the registered owner in fee simple of the certain parcel of land situate in Tappen, British Columbia, in the Vernon Assessment Area described as:

NO PID NMBR
Lot 14 Section 29 Township 21 Range 10 W6M Kamloops Division
Yale District Plan EPP55009

NO PID NMBR
Lot 15 Section 29 Township 21 Range 10 W6M Kamloops Division
Yale District Plan EPP55009

(hereinafter called the "Lands")

B. The This statutory right of way is necessary to facilitate the operation and maintenance of the Transferee's undertaking.

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor (the receipt and sufficiency of which are acknowledged by the parties) the parties agree as follows:

1. In this General Instrument,

"Lands" means the land described in item 2 of Part 1 of this General Instrument;

"Statutory Right of Way Area" means that part of the Land shown on Plan EPP55015, a copy of which is attached as "Schedule "A)";

"Transferee" means the person(s) named in Item 6 of Part 1 of this General Instrument;

"Transferor" means the person(s) named in Item 5 of Part 1 of this General Instrument; and

"Works" includes culverts, ditching, drainage works, riprap, aggregates, sewers, water lines, mains, drains, catch basins, pipes, flumes, trenches, channels or structures together with all appurtenances and ancillary fittings, attachments connections and works and all other forms of installation the Transferee may require or deem necessary, practical or expedient in, under and upon Statutory Right of Way Area for the purpose of conveying, draining, containing, controlling, discharging and carrying storm and drainage water onto, over, through or under Statutory Right of Way Area.

2. The Transferor grants and conveys to the Transferee, its servants, employees, agents, contractors, invitees, permittees, licensees, successors and assigns, with or without materials, machinery supplies, vehicles or equipment, the full, free and uninterrupted right, licence, liberty, privilege, easement and right of way in common with the Transferor at all times:

- (a) to enter, use, labour, go, return, pass and repass, with or without materials, machinery supplies, vehicles or equipment, along, over and upon the Statutory Right of Way Area for the purpose of constructing, reconstructing, maintaining, repairing, improving, altering, installing, laying down, placing, operating, removing, replacing, inspecting and cleaning the Works;

- (b) to make surveys, tests, inspections and examinations of and upon Statutory Right of Way Area and the Works;
- (c) to dig up, remove, cover up, slope and excavate the soil on or under Statutory Right of Way Area;
- (d) to have unobstructed access over Statutory Right of Way Area for the purpose of carrying out the Works;
- (e) to clear the Statutory Right of Way Area and keep it clear of all or any part of any buildings, structures, equipment, obstructions, trees, vegetation, shrubs or damaging or interfering growth at any time found on the Statutory Right of Way Area which might, in the opinion of the Transferee, interfere with, impede, hinder, obstruct or endanger the exercise of the rights granted to the Transferee under this General Instrument; and
- (f) to do all things which, in the reasonable opinion of the Transferee, are necessary and incidental to the use of the Statutory Right of Way Areas under this General Instrument.

3. The Transferor covenants and agrees with the Transferee:

- (a) that the Transferee, performing and observing the terms, covenants and conditions on its part to be performed and observed will and may peaceably hold and enjoy the rights, licences, liberties, rights of way, privileges and easements granted to it by this General Instrument without hindrance, molestation or interruption on the part of the Transferor or of any person, firm or corporation claiming by, through, under or in trust for, the Transferor;
- (b) that the Transferor will not make, place, erect or maintain on the Statutory Right of Way Areas any building, structure, foundation or obstruction which will interfere with the Statutory Right of Way Area and the rights granted to the Transferee by this General Instrument;
- (c) that the Transferor will not carry out any blasting or excavation on the Land without the prior written approval of the Transferee;
- (d) that the Transferor will not do or permit to be done any act or thing which might interfere with the use of the Statutory Right of Way Area or obstruct access to the Statutory Right of Way Area; and
- (e) that the Transferor will execute all further documents and things whatsoever for the better assuring unto the Transferee of the statutory right of way granted to it by this General Instrument.

4. It is mutually understood, agreed and declared by and between the parties that
- (a) this General Instrument and the rights granted by this General Instrument are and will be of the same force and effect, to all intents and purposes, as a covenant running with the Lands and this General Instrument, including all the covenants, conditions and agreements contained in it, will extend to and be binding upon and enure to the benefit of the parties and their respective successors and assigns;
 - (b) the expressions "Transferee" and "Transferor" will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents and officers of such parties wherever the context so admits;
 - (c) wherever the singular or masculine is used in this General Instrument it will be construed as meaning the plural or feminine or body corporate or politic where the context or the parties so requires;
 - (d) if the Transferor is comprised of more than one person, all covenants and obligations of the Transferor will be deemed to be joint and several covenants and obligations of each of those persons;
 - (e) this General Instrument will be governed and construed in accordance with the laws of the Province of British Columbia;
 - (f) time is of the essence of this General Instrument;
 - (g) this General Instrument constitutes the entire agreement between the parties with respect to the subject matter of this General Instrument and no warranties, representations, collateral agreements or conditions affecting this General Instrument except as set out in this General Instrument;
 - (h) no term, condition, covenant or other provision of this General Instrument will be considered to have been waived by a party unless such waiver is expressed in writing by the party. The waiver by a party of any breach by the other party of any term, condition, covenant or other provision of this General Instrument will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant or other provision and the consent or approval of a party to any act by the other party

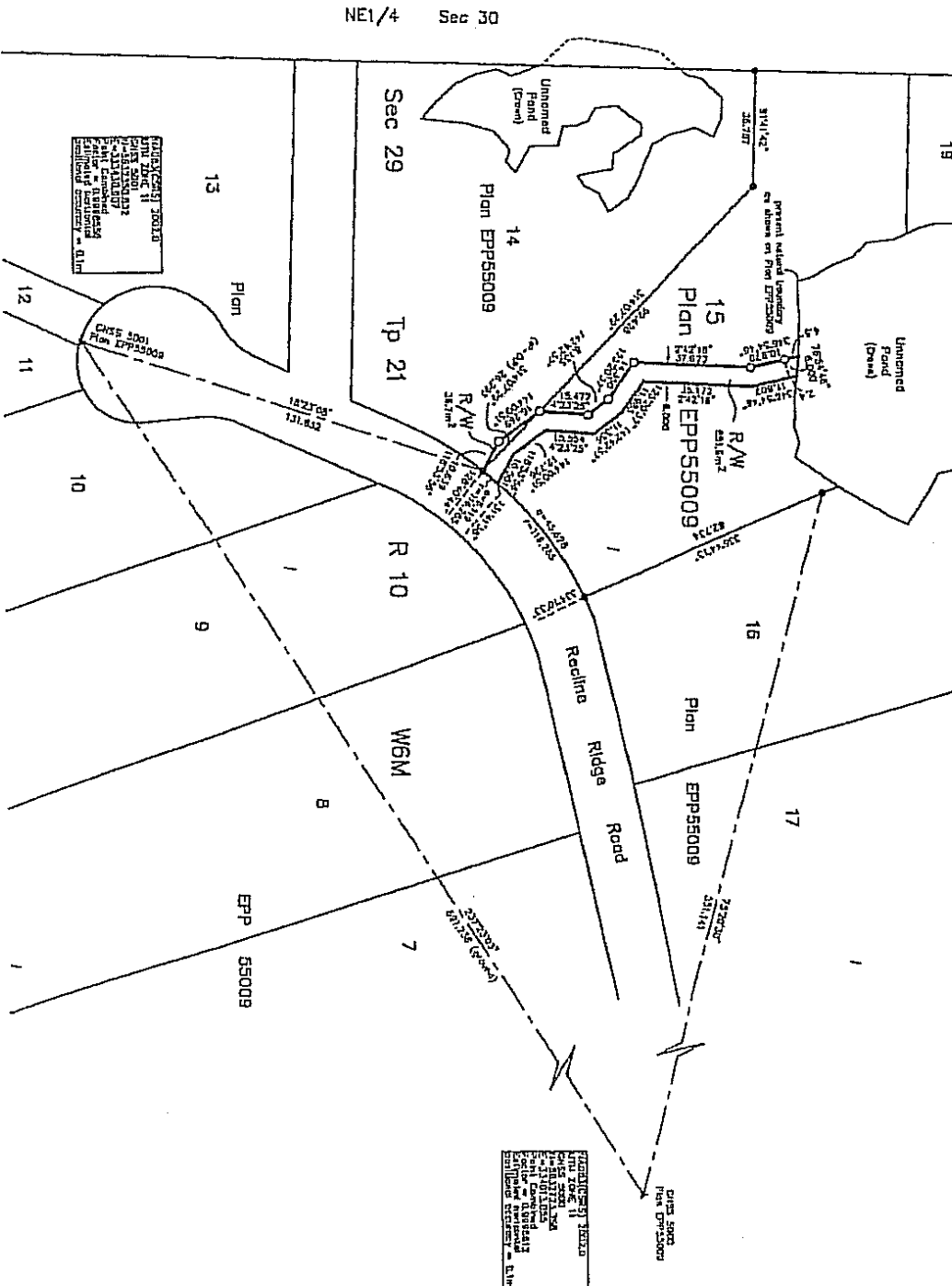
requiring the consent or approval of the party will not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the other party;

- (i) where there is a reference to an enactment of the Province of British Columbia or of Canada in this General Instrument, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this General Instrument are enactments of the Province of British Columbia; and
- (j) should any provision of this General Instrument be found to be illegal or unenforceable, it will be considered as separate and severable and the remaining provisions of this General Instrument will remain in force and will be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.

Reference Plan of Statutory Right of Way
in Lots 14 and 15, Sec 29, Tp 21, R 10,
W6M, KDYD, Plan EPP55009
Pursuant to Section 113 of the Land Title Act.
BCGS 82L084

PLAN EPP55015



LEGEND

Old bearings are derived from differential
leveling and are referred to the central meridian of UTM
Zone 11. To obtain local astronomic
bearings referred to the meridian through
GNSS 5000, subtract 149.30°.

This plan shows horizontal ground-level
distances and bearings. It is not intended to
be used for other purposes. To
compute true distances, multiply ground-
level distances by the average combined
factor of 0.999854. The average combined
factor has been determined based on an
adjusted elevation of 518.0 meters.

The UTM coordinates and calculated horizontal
distances are derived from
differential level accuracy achieved from
GNSS observations
post processed using the National Resources
Canada Precise Point Positioning Service.

- Standard Iron Post Found
- Standard Iron Post Placed
- ▲ Traverse Hub Found

BOOK OF REFERENCE	
Description	Area
Lot 14, Plan EPP55009	30.7m ²
Lot 15, Plan EPP55009	651.6m ²

This plan lies within the Columbia Shuswap
Regional District

The field survey represented by this plan was
completed on the 25th day of August, 2015
upon R. Mason, B.C.S. (923)

BROWNE JOHNSON LAND SURVEYORS
B.C. AND CANADA LANDS
SALMON ARM, B.C. R. 250-012-9701
P. 250-012-9701
F. 250-012-9701

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 9 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



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

RONALD M. KAYE, Barrister & Solicitor

Fraserwest Law Group LLP

P.O. Box 372, 9202 Young Road

Chilliwack

BC V2P 6J4

File No. 45,127 K/ap

Phone: 604-792-1977

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

Deduct LTSA Fees? Yes ☒

**NO PID NMBR LOT 1 SECTION 29 TOWNSHIP 21 RANGE 10 WEST OF THE 6TH MERIDIAN
 KAMLOOPS DIVISION YALE DISTRICT PLAN EPP55009**

STC? YES

Related Plan Number: **EPP55009**

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

RECLINE RIDGE DEVELOPMENTS LTD. (INC. NO.: BC0999660)

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

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)

RONALD M. KAYE

Barrister & Solicitor

c/o Fraserwest Law Group LLP
 9202 Young Road, P.O. Box 372
 Chilliwack, BC V2P 6J4
 Phone: (604) 792-1977

Execution Date

Y	M	D
16	02	12

Transferor(s) Signature(s)

RECLINE RIDGE
 DEVELOPMENTS LTD.
 by its authorized signatory(ies)

PAUL DE KONING

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 9 PAGES

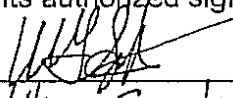
Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
16	08	05

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA
AS REPRESENTED BY THE
MINISTER RESPONSIBLE FOR THE
TRANSPORTATION ACT
by its authorized signatory(ies)


William Sparkes

Provincial Approving Officer

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

SCHEDULE

PAGE 3 OF 9 PAGES

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

6. TRANSFEREE(S)

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR THE TRANSPORTATION ACT
Parliament Buildings
Victoria, BC V8V 1X4

GENERAL INSTRUMENT - PART 2

BETWEEN:

RECLINE RIDGE DEVELOPMENTS LTD.
47531 Swallow Crescent
Chilliwack, BC V2P 7P8

(the "Transferor")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA REPRESENTED BY
THE MINISTER RESPONSIBLE FOR THE TRANSPORTATION ACT**
Parliament Buildings
Victoria, BC V8V 1X4

(the "Transferee")

W H E R E A S:

A. The Transferor is the registered owner in fee simple of the certain parcel of land situate in Tappen, British Columbia, in the Vernon Assessment Area described as:

NO PID NMBR
Lot 1 Section 29 Township 21 Range 10 W6M Kamloops Division
Yale District Plan EPP55009

(hereinafter called the "Land")

B. The This statutory right of way is necessary to facilitate the operation and maintenance of the Transferee's undertaking.

NOW THEREFORE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor (the receipt and

sufficiency of which are acknowledged by the parties) the parties agree as follows:

1. In this General Instrument;

"Land" means the land described in item 2 of Part 1 of this General Instrument;

"Statutory Right of Way Area" means that part of the Land shown on Plan EPP55010, copy of which is attached as Schedule "A";

"Transferee" means the person(s) named in Item 6 of Part 1 of this General Instrument;

"Transferor" means the person(s) named in Item 5 of Part 1 of this General Instrument; and

"Works" includes culverts, ditching, drainage works, riprap, aggregates, sewers, water lines, mains, drains, catch basins, pipes, flumes, trenches, channels or structures together with all appurtenances and ancillary fittings, attachments connections and works and all other forms of installation the Transferee may require or deem necessary, practical or expedient in, under and upon Statutory Right of Way Area for the purpose of conveying, draining, containing, controlling, discharging and carrying storm and drainage water onto, over, through or under Statutory Right of Way Area.

2. The Transferor grants and conveys to the Transferee, its servants, employees, agents, contractors, invitees, permittees, licensees, successors and assigns, with or without materials, machinery supplies, vehicles or equipment, the full, free and uninterrupted right, licence, liberty, privilege, easement and right of way in common with the Transferor at all times:

- (a) to enter, use, labour, go, return, pass and repass, with or without materials, machinery supplies, vehicles or equipment, along, over and upon the Statutory Right of Way Area for the purpose of constructing, reconstructing, maintaining, repairing, improving, altering, installing, laying down, placing, operating, removing, replacing, inspecting and cleaning the Works;
- (b) to make surveys, tests, inspections and examinations of and upon Statutory Right of Way Area and the Works;

- (c) to dig up, remove, cover up, slope and excavate the soil on or under Statutory Right of Way Area;
 - (d) to have unobstructed access over Statutory Right of Way Area for the purpose of carrying out the Works;
 - (e) to clear the Statutory Right of Way Area and keep it clear of all or any part of any buildings, structures, equipment, obstructions, trees, vegetation, shrubs or damaging or interfering growth at any time found on the Statutory Right of Way Area which might, in the opinion of the Transferee, interfere with, impede, hinder, obstruct or endanger the exercise of the rights granted to the Transferee under this General Instrument; and
 - (f) to do all things which, in the reasonable opinion of the Transferee, are necessary and incidental to the use of the Statutory Right of Way Areas under this General Instrument.
3. The Transferor covenants and agrees with the Transferee:
- (a) that the Transferee, performing and observing the terms, covenants and conditions on its part to be performed and observed will and may peaceably hold and enjoy the rights, licences, liberties, rights of way, privileges and easements granted to it by this General Instrument without hindrance, molestation or interruption on the part of the Transferor or of any person, firm or corporation claiming by, through, under or in trust for, the Transferor;
 - (b) that the Transferor will not make, place, erect or maintain on the Statutory Right of Way Areas any building, structure, foundation or obstruction which will interfere with the Statutory Right of Way Area and the rights granted to the Transferee by this General Instrument;
 - (c) that the Transferor will not carry out any blasting or excavation on the Land without the prior written approval of the Transferee;
 - (d) that the Transferor will not do or permit to be done any act or thing which might interfere with the use of the Statutory Right of Way Area or obstruct access to the Statutory Right of Way Area; and
 - (e) that the Transferor will execute all further documents and things whatsoever for the better assuring unto the Transferee of the statutory right of way granted to it by this General Instrument.

4. It is mutually understood, agreed and declared by and between the parties that
- (a) this General Instrument and the rights granted by this General Instrument are and will be of the same force and effect, to all intents and purposes, as a covenant running with the Land and this General Instrument, including all the covenants, conditions and agreements contained in it, will extend to and be binding upon and enure to the benefit of the parties and their respective successors and assigns;
 - (b) the expressions "Transferee" and "Transferor" will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents and officers of such parties wherever the context so admits;
 - (c) wherever the singular or masculine is used in this General Instrument it will be construed as meaning the plural or feminine or body corporate or politic where the context or the parties so requires;
 - (d) if the Transferor is comprised of more than one person, all covenants and obligations of the Transferor will be deemed to be joint and several covenants and obligations of each of those persons;
 - (e) this General Instrument will be governed and construed in accordance with the laws of the Province of British Columbia;
 - (f) time is of the essence of this General Instrument;
 - (g) this General Instrument constitutes the entire agreement between the parties with respect to the subject matter of this General Instrument and no warranties, representations, collateral agreements or conditions affecting this General Instrument except as set out in this General Instrument;
 - (h) no term, condition, covenant or other provision of this General Instrument will be considered to have been waived by a party unless such waiver is expressed in writing by the party. The waiver by a party of any breach by the other party of any term, condition, covenant or other provision of this General Instrument will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant or other provision and the consent or approval of a party to any act by the other party requiring the consent or approval of the party will not be considered

to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the other party;

- (i) where there is a reference to an enactment of the Province of British Columbia or of Canada in this General Instrument, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this General Instrument are enactments of the Province of British Columbia; and
- (j) should any provision of this General Instrument be found to be illegal or unenforceable, it will be considered as separate and severable and the remaining provisions of this General Instrument will remain in force and will be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.

PLAN EPP55010

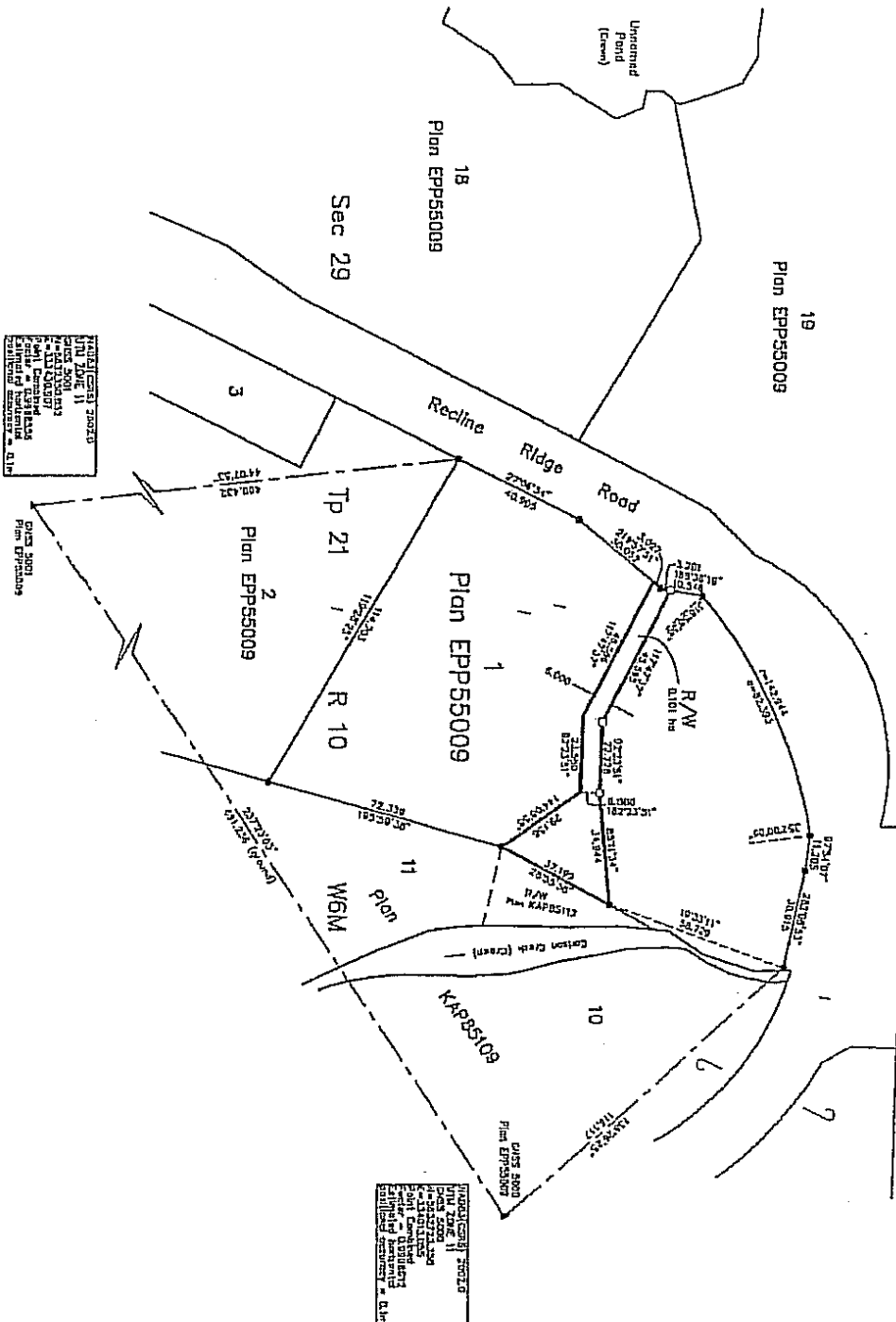
Reference Plan of Statutory Right of Way
in Lot 1, Sec 29, Tp 21, R 10,

W6M, KDYD, Plan EPP55009

BCGS B21.004

All elephants were 12 males. The intended plot size of this plan is 560mm in width by 432mm in height (C size) when plotted at a scale of 1:1000

SW1/4 Sec 52



LEGEND

Gift bearings are derived from differential bearing GNSS observations and are related to the central meridian of UTM zone 11. To obtain local astrometric bearings related to the meridian through GNSS 5003, subtract 1°31'28".

This plot shows horizontal ground-level delineation surfaces otherwise specified, for composite grid distances, multiple ground-level delineation by the average combined factor of 0.9928554. The average combined factor has been determined based on an ellipsoidal elevation of 5110 meters.

The UTM coordinates and calculated horizontal positional accuracy achieved are derived from differential dual frequency GPS observations post processed using the National Resources Canada ProXtra Point Positioning Service.

- Standard by Post Found
- Standard by Post Placed
- Traveler Hub Found

This plan fits within the Columbia Southwest Regional District

The field survey represented by this plan was completed on the 25th day of August, 2015
Mohi R. Wason, DCLS (929)

GRONING JOHNSON LAND SURVEYORS
R.C. AND CANADA LANDS
SALMON ARM, B.C. Ph. 250-832-9701
Fb. 251 m. 30
Fps: 221-15
24-15, 604

EXHIBIT "13"

CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:
- attending to execution documents.
Costs of clearing title, including:
- discharge fees charged by
encumbrance holders,
- prepayment penalties.
Real Estate Commission (plus GST).
Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
- searching title,
- investigating title,
- drafting documents.
Land Title Registration fees.
Survey Certificate (if required).
Costs of Mortgage, including:
- mortgage company's Lawyer/Notary.
- appraisal (if applicable)
- Land Title Registration fees.
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax (if applicable).

7. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:
- a house or other building under construction - a lease - a business - an assignment
- other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Homelife Salmon Arm Realty.Com DATE: _____
 ADDRESS: 404-251 Trans Canada Hw Salmon Arm PC: V1E 3B8 PHONE: (250) 832-7871
 PREPARED BY: Kent Redekop MLS® NO: _____

SELLER: _____	BUYER: _____
SELLER: _____	BUYER: _____
ADDRESS: _____	ADDRESS: _____
_____ PC: _____	_____ PC: _____
PHONE: _____	PHONE: _____
RESIDENT OF CANADA <input type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: _____
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

UNIT NO. _____ ADDRESS OF PROPERTY _____

CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____

PID _____ OTHER PID(S) _____

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be _____
 _____ DOLLARS \$ _____ (Purchase Price)

2. **DEPOSIT:** A deposit of \$ _____ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: _____

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to _____ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS

PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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INITIALS

PROPERTY ADDRESS _____

4. **COMPLETION:** The sale will be completed on _____, yr. _____
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ m. on _____, yr. _____ (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of _____, yr. _____ (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____ yr. _____
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.

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INITIALS

PROPERTY ADDRESS

13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein:
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.
20. **ASSIGNMENT:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

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INITIALS

PROPERTY ADDRESS _____

21. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an agency relationship with _____

who is licensed in relation to _____

DESIGNATED AGENT/LICENSEE

BROKERAGE

B. the Buyer has an agency relationship with _____

Kent Redekop

who is licensed in relation to Homelife Salmon Arm Realty.Com

DESIGNATED AGENT/LICENSEE

BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with _____

DESIGNATED AGENT/LICENSEE

who is/are licensed in relation to _____

BROKERAGE

having signed a Limited Dual Agency Agreement dated _____

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

22. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
B. exercise any option(s) herein contained.

23. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

24. **OFFER:** This offer, or counter-offer, will be open for acceptance until _____ o'clock _____ m. on _____, yr. _____ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X

WITNESS

BUYER



PRINT NAME

X

WITNESS

BUYER



PRINT NAME

25. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated _____, yr. _____

X

WITNESS

SELLER



PRINT NAME

X

WITNESS

SELLER



PRINT NAME

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

BC2057 REV. DA AUG 2015

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WEBForms® Aug/2015

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Oct-11-2017 15:04:10.001
LAND TITLE AND SURVEY AUTHORITY

CA6363568

PAGE 1 OF 8 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Wayne
Letourneau
KNHM4G

Digitally signed by Wayne Letourneau
KNHM4G
DN: c=CA, cn=Wayne Letourneau
KNHM4G, o=Notary, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=KNHM4G
Date: 2017.10.11 15:01:16 -0700

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

LETOURNEAU NOTARY CORPORATION

PO BOX 3009

#201 271 ROSS STREET NE

SALMON ARM

BC V1E 4R8

Document Fees: \$71.58

CLIENT NO. 10551 FILE NO. 42111

TELEPHONE: (250)832-9319

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO: KX165529

MODIFICATION OF CHARGE - COURT ORDER

ADDITIONAL INFORMATION:

STATUTORY BUILDING SCHEME

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

N/A

BRITISH COLUMBIA
CANADA

Incorporation No
N/A

FORM_E7_V13

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

PAGE 2 OF 8 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LANDSTC for each PID listed below? YES ☐

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
026-495-333	LOT 1 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP79603
026-495-341	LOT 2 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP79603
026-495-350	LOT 3 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP79603
026-495-368	LOT 4 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP79603
026-495-376	LOT 5 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP79603
026-495-384	LOT 6 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP79603
026-495-392	LOT 7 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP79603
026-495-406	LOT 8 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP79603
026-495-414	LOT 9 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP79603
029-833-078	LOT 1 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-086	LOT 2 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-094	LOT 3 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-108	LOT 4 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-116	LOT 5 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-124	LOT 6 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-132	LOT 7 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-141	LOT 8 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-159	LOT 9 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-167	LOT 10 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-175	LOT 11 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-183	LOT 12 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-191	LOT 13 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-205	LOT 14 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-213	LOT 15 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-221	LOT 16 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-230	LOT 17 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-248	LOT 18 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
029-833-256	LOT 19 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN EPP55009
026-652-544	LOT 1 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
026-652-561	LOT 2 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838

FORM_E7_V13

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

PAGE 3 OF 8 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LANDSTC for each PID listed below? YES ☐

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
026-652-595	LOT 3 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
026-652-609	LOT 4 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
026-652-617	LOT 5 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
026-652-625	LOT 6 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
026-652-633	LOT 7 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
026-652-641	LOT 8 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-443	LOT 1 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP85109
027-272-451	LOT 2 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-460	LOT 3 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-478	LOT 4 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-486	LOT 5 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-494	LOT 6 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-508	LOT 7 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-516	LOT 8 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-524	LOT 9 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-532	LOT 10 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-541	LOT 11 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-559	LOT 12 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-567	LOT 13 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838
027-272-575	LOT 14 SECTION 29 TOWNSHIP 21 RANGE 10 W6M KDYD PLAN KAP80838

ADDITIONAL PARCEL INFORMATION

PAGE 4 OF 8 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

014-084-937 **THAT PART OF THE SOUTHWEST 1/4 OF SECTION 29 SHOWN ON PLAN**
B3236; TP 21 RGE 10 W6M KDYD EXCEPT PLANS H14421, KAP76080,
STC? YES ☐ **KAP76084, KAP79603 AND KAP80838**

-
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

-
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐



No. 054320
Kamloops Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER of an APPLICATION TO OBTAIN AN ORDER FOR THE
REGISTRATION OF A SUBDIVISION PLAN EPP55009 in Accordance with Section
35 of the *Property Law Act*, R.S.B.C. 1996, c. 377

BETWEEN:

RECLINE RIDGE DEVELOPMENTS LTD.

PETITIONER

AND:

TIMOTHY PUGH, KAREN MAUREEN PUGH, NADINE ANN HETRICK, ROBERT JAY COLBURN, VALERIE JEAN COLBURN, ANDREAS WINKLER, HELENE WINKLER, DAVID WAYNE PETERS, BRIAN WILLIAM PATTERSON, DIANE GISELE PATTERSON, MILES CLAYTON ATTEWELL, COAST CAPITAL SAVINGS CREDIT UNION, KEVIN LYLE PODRASKY, KEVIN JOHN HALL, ALIDA JOHANNA HALL, DALE WATER BROENING, MARLENE GRACE BROENING, PAUL GEORGE KENNEDY, VICKI DALRAE KENNEDY, TERRANCE KEVIN SULPHUR, KAREN GAYLE SULPHUR, BANK OF NOVA SCOTIA, CHARLES FRANCES DERINGER, JUDY NOREEN DERINGER, NICHOLAS JOHN GOUWENBERG, SONIA JEAN GOUWENBERG, TORONTO DOMINION BANK, LARS HANSEN, LILLIANNE EMILIE HANSEN, ROYAL BANK OF CANADA, CALVIN HARLEY COSH, KAREN MICHELLE COSH, SALMON ARM SAVINGS AND CREDIT UNION, ROBIN DAVID SOULE, ELEANOR SANDRA SOULE, PAUL DERRICK BRABY, DEBRA LYNN BRABY, TIMOTHY BERNARD HULSE, BEVERLY ANN TAYLOR, WILLIAM CECIL UNDERHILL, LINDA JEAN UNDERHILL, PATRICK GERALD THORNTON, DAYLE MONA THORNTON, CIBC MORTGAGES INC., RICHARD ALBERT HOFFMAN, GAIL SANDRA BUSBY, GENNADY STOBBER, NELLI STOBBER, ADRIAN RAUL ZIMMER, MARGOT MARIA ENGEL-ZIMMER, THOMAS EARL GINN, GAIL ANN GINN, KELLY DONALD BARRICK, JACQUELINE LOUISE BARRICK, BANK OF MONTREAL, ALEXANDER WINKLER, ERIKA WINKLER, JOHN ROSS MOORE, GOLDYS ELAINE MOORE, PALS WITH PAWS VETERINARY HOSPITAL INC., LEENDERT PETER VANDERKLOOT, EDITH VANDERKLOOT, MAXINE ROSENA CODD, TELUS COMMUNICATIONS INC., AND BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE)
) The Honourable Mr. Justice
))
) 17/JUL/2017
) The Honourable Madam Justice Hyslop
))
))
) Master)

ON THE APPLICATION of the Petitioner, Recline Ridge Developments Ltd, dated 06/Apr/2017, coming on for hearing at the City of Kamloops, Province of British Columbia and on hearing Patrick A. Thome, counsel for the Petitioner and Kent Burnham, counsel for the Respondents, Thomas Earl Ginn and Gail Ann Ginn, and no one on behalf of the other Respondents;

THIS COURT DECLARES that:

1. the Petitioners, Recline Ridge Developments Ltd, has a legal and beneficial interest in the land located at Tappen, British Columbia, more particularly known and described as:

P.I.D.: 014-085-208
The North West 1/4 of Section 29
Township 21 Range 10 West of the 6th Meridian
Kamloops Division Yale District
Except Plans H14421, KAP72310, KAP76080,
KAP76084, KAP79603, KAP80838 and KAP85109

(hereinafter to be referred to as the "Land");

THIS COURT ORDERS that:

2. Easement KX16527, registered on November 25, 2005 against

PID: 014-084-937

That Part of the South West 1/4 of Section 29 Shown on Plan B3236
Township 21 Range 10 West of the 6th Meridian Kamloops Division
Yale District Except Plans H14421, KAP76080, KAP76084, KAP79603 and
KAP80838.

be cancelled.

3. The Statutory Building Scheme registered under number KX165529, paragraph 21 requiring the approval of the developer be modified by appointing Recline Ridge Developments Ltd., as developer in place of Recline Ridge Estates, as developer.

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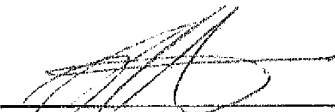
4. Recline Ridge Developments Ltd. will approve the Plan of Subdivision made by the Respondents, Thomas Earl Ginn and Gail Ann Ginn with respect to the division of their property more particularly known and described as:


PID: 027-272-516

Lot 8 Section 29 Township 21
Range 10, West of the 6th Meridian
KDYD Plan KAP85109

5. the Respondents approval as to form of the within Order shall be dispensed with and not required.
6. No order for costs.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

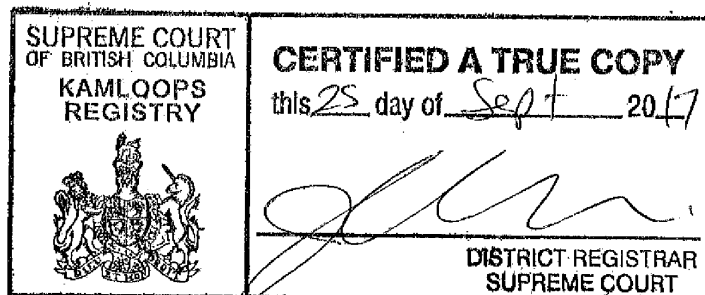

Signature of Patrick A. Thome
☐ party ☒ Lawyer for the Petitioner


Signature of Kent G. Burnham
☐ party ☒ Lawyer for the Respondents,
Thomas Earl Ginn and Gail Ann Ginn

BY THE COURT

Registrar

S. DUCHARME
DEPUTY DISTRICT REGISTRAR



No. 054320
Kamloops Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER of an APPLICATION TO OBTAIN AN ORDER
FOR THE REGISTRATION OF A SUBDIVISION PLAN EPP55009
in Accordance with Section 35 of the *Property Law Act*, R.S.B.C.
1996, c. 377**

BETWEEN:

RECLINE RIDGE DEVELOPMENTS LTD.

PETITIONER

AND:

TIMOTHY PUGH, ET AL

RESPONDENTS

ORDER

Patrick A. Thome
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Barristers and Solicitors
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(Telephone: 792-1977)
(Fax: 792-1906)

File No: 45,660

PAT/cm