

C-6522  
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3/7

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LA165284

Land Title Act  
Form C

(Section 233)

Province of British Columbia

**GENERAL INSTRUMENT - PART 1**

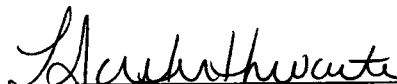
(This area for Land Title Office use)

Page 1 of 7 pages

SUBMITTED BY  
KERSHAW KUROYAMA

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

**PUSHOR MITCHELL** Lawyers, 3rd Floor, 1665  
Ellis Street, Kelowna, British Columbia V1Y 2B3,  
Phone (250) 762-2108 Client No. 10332  
TMA 39717.14/lxs/ bridge/skier easement/Feathertop

  
Lisa Satterthwaite, Applicant's Agent

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

(PID)

025-593-536

(LEGAL DESCRIPTION)

Lot 4, DL 4222, SDYD, Plan KAP72799

3. NATURE OF INTEREST:\*

DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO INTEREST

Easement over part shown on Plan  
KAP 82549

Entire Instrument

Registered Owner: Lot 1, DL 4109s,  
SDYD, Plan KAP73883

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

01 06/11/30 15:41:15 01 KL 966416  
CHARGE \$65.20

OK

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.

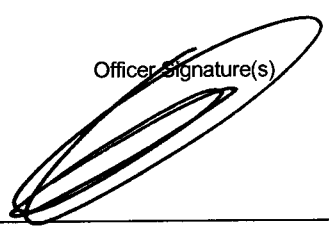
5. TRANSFEROR(S):\*
- FEATHERTOP DEVELOPMENTS LTD.**
- (Inc. No. 0693465), 1337 Green Bay Road, Westbank, BC V4T 2B6

6. TRANSFEREE(S): \*
- BIG WHITE SKI RESORT LTD.**
- (Inc. No. 286951), PO Box 2039, Station R, Kelowna, BC V1X 4K5

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)

  
**Dominic A. Petraroia**  
Lawyer  
800 - 1708 Dolphin Avenue  
Kelowna, BC V1Y 9S4

Execution Date

Y	M	D
06	11	15

Party(ies) Signature(s)

**FEATHERTOP DEVELOPMENTS LTD.** by its authorized signatory:

  
Paul Plocktis

## 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 addition page(s) in Form D.

Land Title Act  
FORM D

## EXECUTIONS CONTINUED

Page 2

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 Theresa Arsenault Lawyer 3 <sup>rd</sup> Floor, 1665 Ellis Street Kelowna, BC V1Y 2B3	06	11	03	<b>BIG WHITE SKI RESORT LTD.</b> by its authorized signatory:  Kate Davies

**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.

Bridge/Skier easement

**TERMS OF INSTRUMENT – PART 2**

**W H E R E A S :**

- A. The Transferor is the registered owner of that certain parcel of land situate in Penticton Assessment Area, in the Province of British Columbia, described as:

Lot 4, District Lot 4222, SDYD  
Plan KAP72799

(the “**Transferor’s Lands**”)

- B. The Transferee is the registered owner of that certain parcel of land situate in Penticton Assessment Area, in the Province of British Columbia, described as:

Lot 1, District Lot 4109s  
SDYD, Plan KAP73883

(the “**Transferee’s Lands**”)

- C. The Transferor intends to grant an easement over part of the Transferor’s Lands, described as for the benefit of the Transferee’s Lands, for skier, boarder, cyclist, horseback, pedestrian, snow grooming equipment and snowmobile access over the easement areas (the “**Purposes**”);
- D. The Transferor intends to grant an easement over part of the Transferor’s Lands, described as for the benefit of the Transferee’s Lands, for the construction, use, reconstruction, maintenance, and repair of a skier over pass (the “**Bridge**”).

In consideration of the premises, covenants, warranties and representations in this agreement, and of the sum of One (\$1.00) Dollar now paid by the Transferee to the Transferor (the receipt and sufficiency of which is acknowledged by the Transferor) and for other good and valuable consideration, the parties agree as follows:

\_\_\_\_\_  
Pushor Mitchell  
\_\_\_\_\_

ASSIGNED PLAN NO.

KAP 82549

1. The Transferor does:
  - (a) grant an Easement over that part of the Transferor's Lands outlined in heavy black on Reference Plan of Easement over Part of Lot 4, Plan KAP72799, DL 4222, SDYD, prepared by Neil R. Denby, British Columbia Land Surveyor and dated October 21, 2006 (the "**Easement Area**") to and for the benefit of the Transferee, its servants, agents, invitees, licensees, successors and assigns together with a full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way forever, at all times and from time to time, to pass over, under, in and through Easement Area A together with the right of uninterrupted ingress, egress and regress for the Transferee, its servants, agents, invitees, licensees, guests and customers with or without vehicles, supplies or equipment, for the Purposes and to construct, reconstruct, maintain, and repair the Bridge;
  - (b) covenant and agree to and with the Transferee that in relation to the Bridge, the Transferee shall for itself and its servants, agents, workmen, contractors, and all other licensees of the Transferee together with machinery, vehicles, equipment, and materials be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, place, fill, carry away soil or other surface or subsurface materials, vary the grading of the approach to and departure from the Bridge, clear of all trees, growth, or obstruction now or hereafter in existence, as may be necessary, useful or convenient in connection with the Bridge.
2. Except for the construction of buildings and improvements approved by the Transferee, the Transferor covenants and agrees with the Transferee, that with respect to the Easement Area, the Transferor will:
  - (a) not, nor permit any other person to erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, retaining wall, pipe, wire or conduit on, over or under any portion of the Easement Area so that it in any way interferes with or damages or prevents access to the Easement Area for the Purposes;
  - (b) not, nor permit any other person to erect, place, install or maintain any building, structure, pipe, wire or conduit in the airspace above the Easement Area;
  - (c) not do nor knowingly permit to be done any act or thing which will interfere with the Transferee's use and enjoyment of the Easement Area for the Purposes;
  - (d) not do nor knowingly permit to be done any act or thing which will interfere with or injure the Bridge or the structural integrity of the Bridge; and in particular will not carry out any blasting or excavation on or adjacent to the Easement Area without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld;

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Pushor Mitchell

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- (e) not in any way diminish or increase the soil or disturb the natural grade of the Easement Area and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across the Easement Area except as approved by the Transferee;
  - (f) not, nor permit the construction of roofs on buildings such that snow or ice will fall and accumulate on the Easement Area; and
  - (g) not, nor permit the dumping of ice or snow onto the Easement Area such that it increases or decreases or in any way impedes the use and enjoyment of the Easement Area for the Purposes.
3. The Transferee covenants and agrees with the Transferor, that the Transferee will:
- (a) effect and keep in force insurance protecting the Transferor and the Transferee against claims for personal injury, death, property damage or third party, or public liability claims arising from any accident or occurrence on the Easement Area or the Transferor's Lands to an amount not less than \$5,000,000.00 per occurrence;
  - (b) indemnify and save harmless the Transferor from any and all actions, proceedings, claims and demands of any corporation or person against the Transferor for all damage and expense arising out of the exercise by the Transferee, its employees and invitees of the rights and privileges granted to them; and
  - (c) maintain the snow surface on the Bridge, the Bridge ski run approach area and the Bridge ski run departure area adjacent to the Bridge, including snow removal and grooming, in a safe and prudent manner appropriate for a ski run.
4. The Transferor covenants with the Transferee that the Transferor has the right to enter into this Agreement and will not at any time hereafter do or knowingly permit to be done any act whatever nature or kind that will jeopardize or interfere with the exercise of the Easement or knowingly permit to be done any other thing which might reasonably be expected to cause any damage to or interfere therewith.
5. The Parties each covenant and agree with the other, as follows:
- (a) that no part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use and enjoy all the Transferor's Lands subject only to the rights and restrictions herein contained;
  - (b) that the covenants herein contained shall be covenants running with the Transferor's Lands and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Transferor's seisin or ownership of any interest in the Transferor's Lands, and with respect only to that portion of the Transferor's Lands of which the Transferor shall be seised or in which he shall have an

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Pushor Mitchell  
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interest, but that the Transferor's Lands, nevertheless, be and remain at all times charged therewith;

- (c) this Easement is appurtenant to the Transferee's Lands which lands will, for the purpose of this Easement be the dominant tenement and the Transferor's Lands will be the servient tenement.
- (d) where the expression "Transferor" includes more than one person, all covenants herein on the part of the Transferor shall be construed as being several as well as joint;
- (e) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

TMA Feathertop/39717.60/lxs

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Pushor Mitchell  
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Page 7

# REFERENCE PLAN OF EASEMENT OVER PART OF LOT 4, PLAN KAP72799, D.L. 4222, S.D.Y.D.

B.C.G.S. No. 82 E 076 PURSUANT TO SEC. 99(1)(e) LAND TITLE ACT



## LEGEND

Bearings are astronomic and are derived from Easement Plan KAP72801.

- Denotes standard iron post found
- Denotes standard iron post set

This plan lies within the Regional District of Kootenay Boundary.

UNSURVEYED CROWN LAND

FORM 9—LAND TITLE ACT  
(section 67(1))  
STATEMENT BY SURVEYOR

I, Neil R. Denby, a British Columbia Land Surveyor, of Kelowna, in British Columbia, certify that I was present at and personally superintended the survey represented by this plan, and that the survey and plan are correct. The field survey was completed on the 19th day of October, 2006. The plan was completed and checked, and the checklist filed under #55970, on the 21st day of October, 2006.

Neil R. Denby B.C.L.S.

RUNNALLS DENBY

british columbia land surveyors

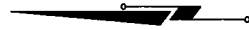
#2 - 1470 Water Street  
Kelowna, B.C. V1Y 1J5  
Phone (250) 763-7322  
Fax (250) 763-4413  
email denby@telus.net

DWG. No.: 12027C.DWG FILE: 12027

## PLAN KAP

Deposited in the Land Title Office at Kamloops, B.C., this day of , 2006.

Registrar

4  
PLAN KAP72799

85°32'15" 28.293  
EASEMENT  
(713.6 m<sup>2</sup>)  
123°56'20" 92.000  
115°27'35" 16.373  
176°56'20" 20.841  
75° 15" 63.163  
02' 56' 82.272  
75° 86°56'20" 11.029  
8.979

EASEMENT PLAN KAP72801

REM. 3  
PLAN KAP72799PART REM. 1  
PLAN KAP72799

STRATA PLAN KAS2609

STRATA PLAN KAS2676

FEATHERTOP  
WAY

end of Document

## LAND TITLE ACT

## FORM 11(a)

(Section 99(1) (e), (j) and (k))

No Number  
Printed

# APPLICATION FOR DEPOSIT OF REFERENCE OR EXPLANATORY PLAN (CHARGE)

I, Lisa Satterthwaite, paralegal, #301 - 1665 Ellis Street, Kelowna, BC, V1Y 2B3 agent of **BIG WHITE SKI RESORT LTD.**, Inc. No. 286951, PO Box 2039, Station R, Kelowna, BC V1X 4K5, the owner of a registered charge apply to deposit **Reference Plan of Easement over part of Lot 4, Plan KAP72799, District Lot 4222, SDYD**

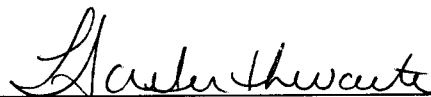
I enclose:

01 06/11/30 15:41:20 01 KL  
S/S/OT PLANS966416  
\$54.00

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(s)(see below).
3. Fees of \$ 54.00.

OK

Dated: November 28, 2006

  
SIGNATURE

NOTE: (i) Under section 67(s) 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 an Agricultural Land Reserve, a release is required unless the parent property is less than 2.0 acres (app. .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 Regulation (B.C. Reg. 7/81) under the *Agricultural Land Commission Act*.
- (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:

"The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot created by this plan.

\_\_\_\_\_  
B.C.L.S. or solicitor for the owner"

- (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 restrictive covenant to be made under section 219, the instrument containing the covenant must be tendered with the plan.

TMA 39717.60-lxs

ASSIGNED PLAN NO.

KAP 82549