

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 10 pages

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 39717.60-lxs

Signature of Applicant's Agent

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

(PID)

(LEGAL DESCRIPTION)

See Schedule

See Schedule

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Statutory Right of Way over parts of Strata Lots 1, 7, 16,
17 and 24 to 81, inclusive, DL 4222, Strata Plan
KAS3134 as shown on Plan KAP 82988

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

01 07/01/23 13:42:36 01 KL 974702
CHARGE \$65.20

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. TRANSFEE(S):
- BIG WHITE WATER UTILITY LTD.**
- (Inc. No. 342069);
- BIG WHITE SEWER UTILITY LTD.**
- (Inc. No. 337409);
- BIG WHITE GAS UTILITY LTD.**
- (Inc. No. 539629); all of PO Box 2434, Station R, Kelowna, British Columbia V1X 6A5

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.

SUBMITTED BY
KERSHAW KUROYAMA

Officer Signature(s)



ROBERT STUART PORTER, Q.C.
BARRISTER & SOLICITOR
#200 - 1465 Ellis Street
Kelowna, B.C. V1Y 2A3
Phone: 763-7646


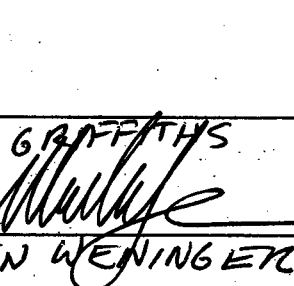
(As both signatories)

Execution Date

Y	M	D
07	01	11

Party(ies) Signature(s)

FEATHERTOP VENTURES INC. by its
authorized signatories:


ALAN GRIFFITHS

MARLIN WENINGER



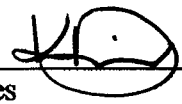

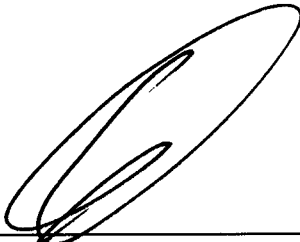
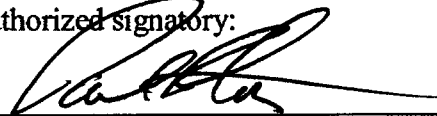
Officer Certification:

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 F

Land Title Act
FORM D

EXECUTIONS CONTINUED

Page 2

Officer Signature(s)	Execution Date			Transferor/Borrower/Party
	Y	M	D	
 Theresa Arsenault Lawyer 3 rd Floor, 1665 Ellis Street Kelowna, BC V1Y 2B3 (as to all the signatures of Kate Davies)	07	01	10	BIG WHITE WATER UTILITY LTD. by its authorized signatory:  Kate Davies
				BIG WHITE SEWER UTILITY LTD. by its authorized signatory:  Kate Davies
				BIG WHITE GAS UTILITY LTD. by its authorized signatory:  Kate Davies
 DOMINIC A. PETRAROIA <i>Barrister & Solicitor</i> 800-1708 Dolphin Ave. Kelowna, B.C. V1Y 9S4 (as to the signature of Paul Plocktis)	07	01	09	FEATHERTOP DEVELOPMENTS LTD. by its authorized signatory:  Paul Plocktis

OFFICER CERTIFICATION:

My signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, 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 the execution of this instrument.

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

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

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

(PID)

(LEGAL DESCRIPTION)

026-905-744	Strata Lot 1, District Lot 4222, SDYD, Strata Plan KAS3134
026-905-752	Strata Lot 2, District Lot 4222, SDYD, Strata Plan KAS3134
026-905-761	Strata Lot 3, District Lot 4222, SDYD, Strata Plan KAS3134
026-905-809	Strata Lot 7, District Lot 4222, SDYD, Strata Plan KAS3134
026-905-892	Strata Lot 16, District Lot 4222, SDYD, Strata Plan KAS3134
026-905-906	Strata Lot 17, District Lot 4222, SDYD, Strata Plan KAS3134
026-905-973	Strata Lot 24, District Lot 4222, SDYD, Strata Plan KAS3134
026-905-981	Strata Lot 25, District Lot 4222, SDYD, Strata Plan KAS3134
026-905-990	Strata Lot 26, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-007	Strata Lot 27, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-015	Strata Lot 28, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-023	Strata Lot 29, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-031	Strata Lot 30, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-040	Strata Lot 31, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-058	Strata Lot 32, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-066	Strata Lot 33, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-074	Strata Lot 34, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-082	Strata Lot 35, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-091	Strata Lot 36, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-104	Strata Lot 37, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-112	Strata Lot 38, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-121	Strata Lot 39, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-139	Strata Lot 40, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-147	Strata Lot 41, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-155	Strata Lot 42, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-163	Strata Lot 43, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-171	Strata Lot 44, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-180	Strata Lot 45, District Lot 4222, SDYD, Strata Plan KAS3134

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

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

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

(PID)

(LEGAL DESCRIPTION)

026-906-198	Strata Lot 46, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-201	Strata Lot 47, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-210	Strata Lot 48, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-228	Strata Lot 49, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-236	Strata Lot 50, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-244	Strata Lot 51, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-252	Strata Lot 52, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-261	Strata Lot 53, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-279	Strata Lot 54, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-287	Strata Lot 55, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-295	Strata Lot 56, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-309	Strata Lot 57, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-317	Strata Lot 58, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-325	Strata Lot 59, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-333	Strata Lot 60, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-341	Strata Lot 61, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-350	Strata Lot 62, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-368	Strata Lot 63, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-376	Strata Lot 64, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-384	Strata Lot 65, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-392	Strata Lot 66, District Lot 4222, SDYD, Strata Plan KAS3134

**LAND TITLE ACT
FORM E**

SCHEDULE

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

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

(PID)

(LEGAL DESCRIPTION)

026-906-406	Strata Lot 67, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-414	Strata Lot 68, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-422	Strata Lot 69, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-431	Strata Lot 70, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-449	Strata Lot 71, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-457	Strata Lot 72, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-465	Strata Lot 73, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-473	Strata Lot 74, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-481	Strata Lot 75, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-490	Strata Lot 76, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-503	Strata Lot 77, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-511	Strata Lot 78, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-520	Strata Lot 79, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-538	Strata Lot 80, District Lot 4222, SDYD, Strata Plan KAS3134
026-906-546	Strata Lot 81, District Lot 4222, SDYD, Strata Plan KAS3134

5. TRANSFEROR(S):* **FEATHERTOP VENTURES INC.** (Inc. No. BC0765578), PO Box 2610, Station R, Kelowna, British Columbia V1X 6A7 (as to Lots 27 to 81); and **FEATHERTOP DEVELOPMENTS LTD.** (Inc. No. 0693465), 1337 Green Bay Road, Westbank, British Columbia V4T 2B6 (as to Lots 1, 2, 3, 7, 16, 17, 24, 25 and 26)

TERMS OF INSTRUMENT – PART 2

- A. The Transferor is the registered owner of an estate in fee simple of those certain parcels of land and premises in the Penticton Assessment Area, in the Province of British Columbia, legally described as:

Strata Lots 1 to 3, 7, 16, 17 and 24 to 81, inclusive
 District Lot 4222
 Similkameen Division Yale District
 Strata Plan KAS3134

(the “**Lands**”)

- B. This Statutory Right of Way is necessary to facilitate the installation, operation and maintenance of the following:

- (a) a system of propane gas works including all pipes, valves, fittings, meters and facilities in connection therewith by Big White Gas Utility Ltd.;
- (b) a system of water works and/or drainage works, including all pipes, valves, fittings and facilities in connection therewith by Big White Water Utility Ltd.; and
- (c) a system of sewerage works and/or drainage works, including all pipes, valves, fittings and facilities in connection therewith by Big White Sewer Utility Ltd;

(collectively called the “**Works**”);

- C. The Transferor has agreed to permit the construction by the Transferee of the Works on a portion of the Lands outlined in heavy black on Reference Plan of Statutory Right of Way over part of Strata Lots 1, 2, 3, 7, 16, 17 and 24 to 81, District Lot 4222, SDYD, Strata Plan KAS3134, prepared by Neil R. Denby, British Columbia Land Surveyor and completed December 5, 2006 (the “**Right of Way**”).

In consideration of the sum of \$1.00, now paid by the Transferee to the Transferor (the receipt of which is hereby acknowledged), and in consideration of the covenants and conditions in this Agreement to be observed and performed by the Transferee and for other valuable consideration:

1. The Transferor does hereby:
 - (a) grant, convey, confirm and transfer, in perpetuity, to the Transferee the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across the Right of Way; and

 Pushor Mitchell

ASSIGNED PLAN NO.
 KAP 82988

- (b) covenant and agree to and with the Transferee that for the above purposes already described and upon, over, under and across the Right of Way, 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, carry away soil or other surface or subsurface materials, clear of all trees, growth, or obstruction now or hereafter in existence, as may be necessary, useful or convenient in connection with the operations of the Transferee in relation to the Works.
2. The Transferor covenants and agrees with the Transferee, that the Transferor will:
- (a) except for buildings and improvements approved by the Transferee, not, nor permit any other person to erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire or conduit on, over or under any portion of the Right of Way so that it in any way interferes with or damages or prevents access to or is likely to cause harm to Works authorized hereby to be installed in or upon the Right of Way;
- (b) except for buildings and improvements approved by the Transferee, not, nor permit any other person to erect, place, install or maintain any building, structure, pipe, wire or conduit in the airspace above the Right of Way;
- (c) not do nor knowingly permit to be done any act or thing which will interfere with or injure the said Works and in particular will not carry out any blasting or excavation on or adjacent to the Right of Way without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld;
- (d) not substantially diminish or increase the soil cover over any of the Works installed in the Right of Way and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Right of Way;
- (e) from time to time and at all times upon every reasonable request and at the cost of the Transferee do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Transferee of the rights hereby granted.
3. The Transferee covenants to and agrees with the Transferor that the Transferee will:
- (a) not bury any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds;
- (b) thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Transferee and will leave the Lands in a neat and clean condition;

- (c) as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands, provided however that nothing herein contained shall require the Transferee to restore any trees or other surface growth but the Transferee shall leave such lands in a condition which will not inhibit natural regeneration of such growth.
 - (d) as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands as possible;
 - (e) make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands in the exercise of its rights hereunder;
 - (f) as far as reasonably possible, restore any fences, lawns, flower beds, and driveways, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Transferee upon the Lands.
4. The Transferee further covenants with the Transferor and its assigns and successors in title to the Lands, 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 Right of Way or the Transferor's Lands to an amount not less than \$2,000,000.00 per occurrence; and
 - 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.
5. The Parties hereto each covenant and agree with the other, as follows:
- (a) the said Works, referred to above, together with all pipes, valves, conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments or devices used in connection therewith shall constitute the Works;
 - (b) notwithstanding any rule of law or equity to the contrary, the Works brought onto, set, constructed, laid, or erected in, upon or under the Right of Way by the Transferee shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Transferee;
 - (c) in the event that the Transferee abandons the Works or any part thereof, the Transferee may, if it so elects, leave the whole or any part thereof in place;

- (d) 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 Lands subject only to the rights and restrictions herein contained;
- (e) that the covenants herein contained shall be covenants running with the 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 Lands, and with respect only to that portion of the Lands of which the Transferor shall be seised or in which he shall have an interest, but that the Lands, nevertheless, be and remain at all times charged therewith;
- (f) if at the date hereof the Transferor is not the sole registered owner of the Lands, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interest;
- (g) 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;
- (h) 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 39717.60-lxs

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REFERENCE PLAN OF STATUTORY RIGHT OF WAY OVER PART OF
STRATA LOTS 1, 2, 3, 16, 17 AND 81 TO 81, STRATA PLAN KAS3134,
DISTRICT LOT 4222, S.D.Y.D.

PLAN KAP _____

Registered in the Land Title Office of Vancouver, B.C.
Day of _____, 2007

B.C.S.S. No. 22 E 076 PURSUANT TO SEC 99(1)(a) LAND TITLE ACT

SCALE 1:500 One centimetre equals 5 metres

LEGEND

Boundaries are shown and are defined from Strata Plan KAS3134.

- Boundary shown from plan (solid line)
- Boundary shown from plan (dashed line)
- Boundary shown from plan (dotted line)
- Boundary shown from plan (dash-dot line)
- Boundary shown from plan (long-dash line)
- Boundary shown from plan (short-dash line)
- Boundary shown from plan (long-short-dash line)
- Boundary shown from plan (other style)

The plan is filed in the Regional District of Fraser Valley.

Pursuant to my Order dated _____, the registration
of this plan is hereby approved.

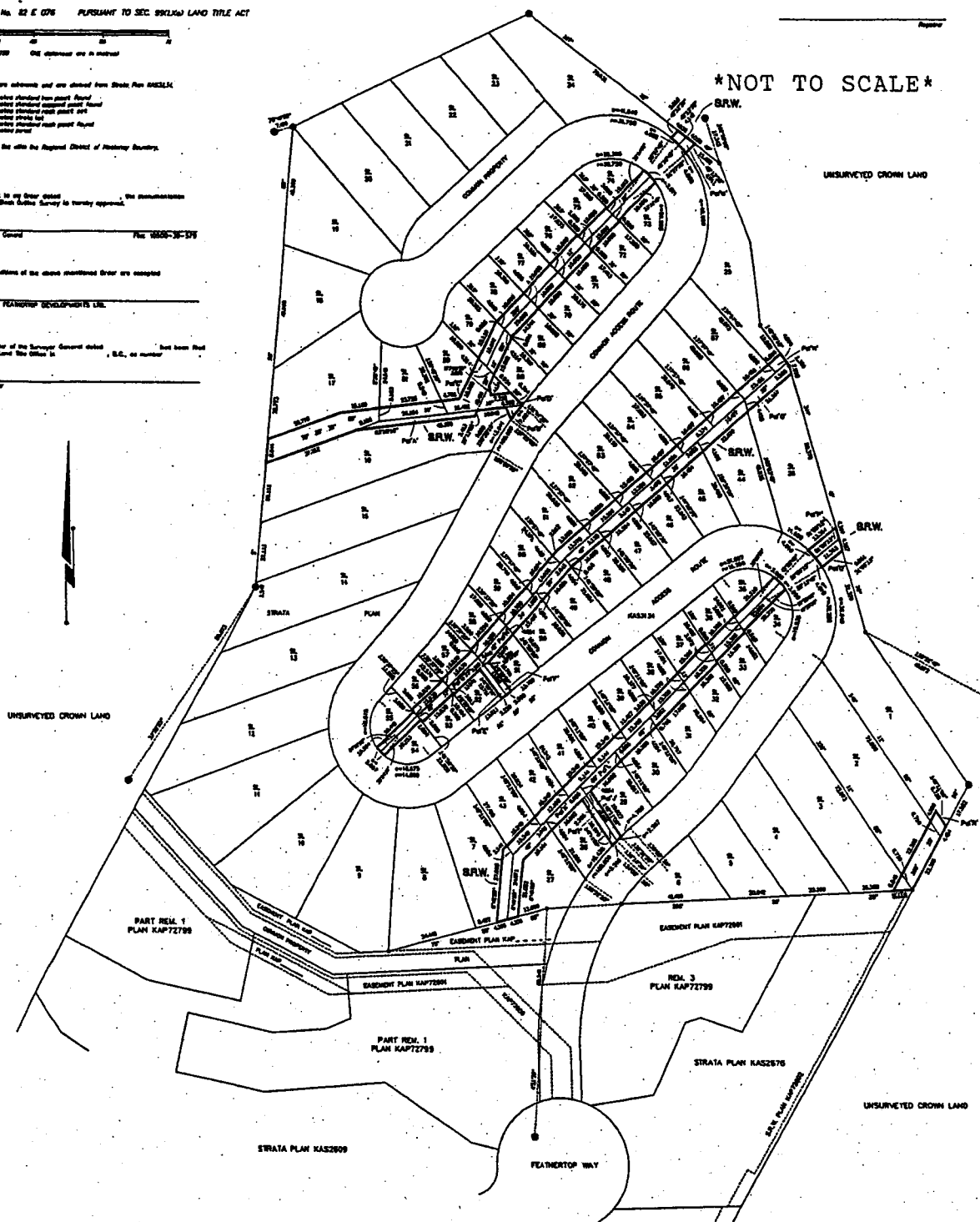
Surveyor General _____ File 1000-30-171

The conditions of the above mentioned Order are accepted.

Owner: PLANNING DEVELOPMENTS LTD.

The Order of the Surveyor General dated _____ has been filed
in the Land Title Office in _____, B.C., as number _____.

Register



BOOK OF REFERENCE		
LEGAL DESCRIPTION	PARCEL	AREA (sqm)
STRATA LOT 1, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 2, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 3, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 4, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 5, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 6, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 7, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 8, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 9, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 10, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 11, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 12, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 13, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 14, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 15, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 16, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 17, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 18, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 19, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 20, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 21, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 22, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 23, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 24, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 25, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 26, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 27, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 28, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 29, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 30, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 31, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 32, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 33, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 34, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 35, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 36, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 37, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 38, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 39, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 40, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 41, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 42, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 43, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 44, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 45, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 46, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 47, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 48, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 49, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 50, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 51, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 52, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 53, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 54, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 55, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 56, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 57, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 58, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 59, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 60, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 61, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 62, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 63, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 64, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 65, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 66, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 67, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 68, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 69, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 70, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 71, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 72, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 73, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 74, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 75, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 76, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 77, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 78, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 79, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 80, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 81, PLAN KAS	DL 4222, S.D.Y.D.	104.3

BOOK OF REFERENCE		
LEGAL DESCRIPTION	PARCEL	AREA (sqm)
STRATA LOT 82, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 83, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 84, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 85, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 86, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 87, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 88, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 89, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 90, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 91, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 92, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 93, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 94, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 95, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 96, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 97, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 98, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 99, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 100, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 101, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 102, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 103, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 104, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 105, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 106, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 107, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 108, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 109, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 110, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 111, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 112, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 113, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 114, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 115, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 116, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 117, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 118, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 119, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 120, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 121, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 122, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 123, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 124, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 125, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 126, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 127, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 128, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 129, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 130, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 131, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 132, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 133, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 134, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 135, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 136, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 137, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 138, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 139, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 140, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 141, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 142, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 143, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 144, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 145, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 146, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 147, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 148, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 149, PLAN KAS	DL 4222, S.D.Y.D.	104.3
STRATA LOT 150, PLAN KAS	DL 4222, S.D.Y.D.	104.3

FOUR PLANS FILED ACT
SECTION 97(3)
STATEMENT OF SURVEYOR
I, Neil A. Denby, a British Columbia Land Surveyor, of
Vancouver, B.C., do hereby certify that I am the author of
the plan and the survey and plan are correct. The plan
survey was completed on the 23rd day of October, 2006.
The plan was completed and signed, and the signature, 2006.
and Order 2 2006, on the 23rd day of December, 2006.

Neil A. Denby
RUSSELLS DENBY
British Columbia Land Surveyors
40 - 10th Floor Street
Vancouver, B.C. V6Y 3A6
Phone 604-681-1222
Fax 604-681-1222
and Order 2 2006, on the 23rd day of December, 2006.
FILE 12027

No NUMBER
Plan 24

LAND TITLE ACT

FORM 11(a)

01 07/01/23 13:42:43 01 KL
S/S/OT PLANS974702
\$54.00

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

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 Gas Utility Ltd.** (Inc. No. 342069), **Big White Sewer Utility Ltd.** (Inc. No. 337409) and **Big White Water Utility Ltd.**, (Inc. No. 539629); all of PO Box 2434, Station R, Kelowna, BC V1X 6A5, the owner of a registered charge apply to deposit **Reference Plan of Statutory Right of Way over part of Strata Lots 1, 7, 16, 17 and 24 to 81, Strata Plan KAS3134, District Lot 4222, SDYD** ^{2, 3}

ASSIGNED PLAN NO.

KAP 82988

I enclose:

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

Dated: January 15, 2007

Lisa Satterthwaite
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.

File: 10500-30-617
Surveyor's File: 12027
Neil Denby, B.C.L.S.

LAND TITLE ACT

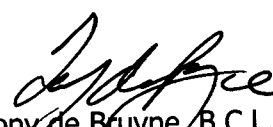
Section 69

ORDER

I, Rick Hargraves, Surveyor General of the Province of British Columbia, do hereby consent, pursuant to the provisions of section 69 of the *Land Title Act*, Chapter 250, R. S. 1996, to a reference plan of Statutory Right of Way over Part of Strata Lots 1, 7, 16, 17 and 24 to 81, Strata Plan KAS3134, District Lot 4222, SDYD, in the following manner and subject to the following conditions:

- (a) Instead of requiring a post or a monument to be placed at each angle of each of the new parcels into which the area is to be subdivided, the surveyor making the survey shall reference certain angles in the road boundaries by monuments of type 1 or type 2 as defined in the General Survey Instruction Rules regarding permanent survey monuments at an approved density.
- (b) The plan of such survey shall in all other respects conform with the provisions of the *Land Title Act* and, before deposit, thereunder, shall be approved by me. The plan shall show evidence that the subdivider agrees to abide by all the provisions of this order.
- (c) Not later than one year from the date of the completion of the block outline survey, or within such further time as I may upon application made within said one year, allow, the surveyor initiating the block outline survey shall post each angle of each parcel created by said survey in accordance with the provisions of the *Land Title Act* survey and the General Survey Instruction Rules.
- (d) A plan of the posting required by Clause (c) made in all respects to comply with the survey and plan drafting provisions of the *Land Title Act* shall upon approval by me, be tendered for deposit by the subdivider in the Land Title Office in Kamloops, British Columbia.
- (e) The Registrar, shall, upon the deposit of the posting plan, make reference to its deposit upon the plan referred to in clause (b) hereof, and, thereupon the two plans shall thenceforth for all purposes be deemed complementary and be read as one plan of the survey.
- (f) This order shall accompany the deposit of the plan referred to in clause (b) hereof and the Registrar shall make an appropriate reference to this order on that plan.

IN WITNESS WHEREOF, I have hereto set my hand at Victoria, British Columbia, this 20th day of December, 2006.


Tony de Bruyne, B.C.L.S., C.L.S.
for Surveyor General