23 JAN 2007 13

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07/01/23 13:42:27 01 KL CHARGE

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sh Columbia،

ADDITIONAL OR MODIFIED TERMS:*

Page 1 of 9 pages ._ INSTRUMENT - PART 1 (This area for Land Title Office use) 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, Signature of Applicant's Agent Phone (250) 762-2108 Client No. 10332 TMA 39717.60-lxs PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:* (LEGAL DESCRIPTION) See Schedule See Schedule **NATURE OF INTEREST:*** 3. **DOCUMENT REFERENCE** PERSON ENTITLED TO INTEREST DESCRIPTION (page and paragraph) See Schedule See Schedule See Schedule TERMS: Part 2 of this instrument consists of (select one only) 4. D.F. No. (a) Filed Standard Charge Terms Annexed as Part 2 **Express Charge Terms** (b) There is no Part 2 of this instrument (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(S):* See Schedule TRANSFEREE(S): BIG WHITE SKI RESORT LTD. (Inc. No. 286951) PO Box 2039, Station R, Kelowna, 6. British Columbia V1X 4K5

	Exc	ecution Da	ite	
Officer Signature(s)	Y	М	D	Party(ies) Signature(s)
			-	FEATHERTOP VENTURES INC. by its authorized signatories:
12916	2007	01	11	
ROBERT STUART PORTER, Q. BARRISTER & SOLICITOR #200 - 1465 Ellis Street Kelowna, B.C. V1Y 2A3	C.		(Mulliger GRIFFITHS
Phone: 763-7646 AS & Beth Seguelus	2)			MARION WENINGER

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

Officer Certification:

terms, if any.

7.

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

	Exe	cution D	ate	
Officer Signature(s)	Υ	М	D	Transferor/Borrower/Party
				Signature(s)
Theresa Arsenault Lawyer 3rd Floor, 1665 Ellis Street Kelowna, BC V1Y 2B3	67	01	08	BIG WHITE SKI RESORT LTD. by its authorized signatory: Kate Davies
(as to the signature of Kate Davies)			09	FEATHERTOP DEVELOPMENTS LTD. by its authorized signatory:
DOMINIC A. PETRAROIA Barrister & Solicitor 800-1708 Dolphin Ave. Kelowna, B.C. V1Y 9S4 (as to the signature of Paul Plocktis)	07	01		Paul Plocktis

OFFICER CERTIFICATION:

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

SCHEDULE

Page 3

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

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 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)
	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.

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						
NATURE OF INTERES	T:*						
DESCRIPTION	DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST (page and paragraph)						

Entire Instrument

Easement over parts of Strata Lots 1, 2, 3, 7,

16, 17 and 24 to 8, DL 4222, SDYD, Strata

Plan KAS3134 as shown on Plan

KAP 82988

Registered Owner of: Lot 1, DL 4109s,

SDYD, Plan KAP73883

PID: 025-724-231

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)

4SSIGNED PLAN NO.

1.

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TERMS OF INSTRUMENT – PART 2

Specified skier access easement

WHEREAS:

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:

Strata Lots 1, 2, 3, 7, 16, 17 and 24 to 81, inclusive District Lot 4222, Similkameen Division Yale District Strata Plan KAS3134

(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 Similkameen Division Yale District 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 the construction and maintenance of a skiway and for skier, boarder, cyclist, horseback, pedestrian, snow grooming equipment and snowmobile access over the Easement Area (the "Purposes").

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:

The Transferor grants an Easement over that part of the Transferor's 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 "Easement Area") to and for the benefit of the Transferee's Lands, the Transferee, its servants, agents, guests, 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 to the Easement Area 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.

Pushor Mitchell

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- 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 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;
- e) not, nor permit the construction of roofs on buildings such that snow or ice will fall and accumulate on the Easement Area; and
- f) 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; 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.
- 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.

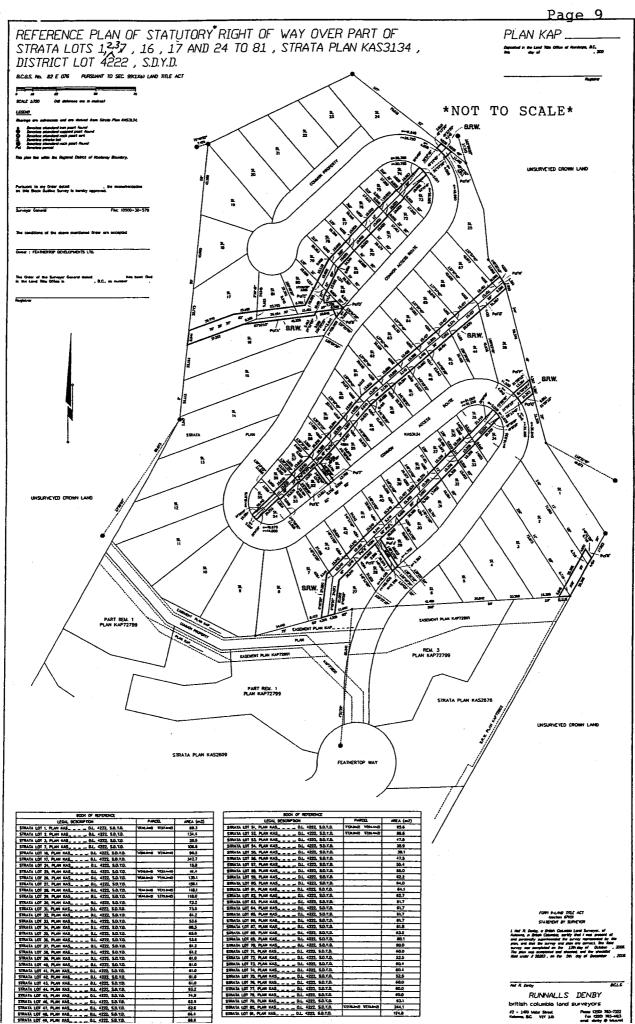
Pushor Mitchell

Page 8

- 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 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 39717.60-lxs(Feathertop)

Pushor Mitchell



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