



1. Application

Document Fees: \$992.16

**Michael Blackwell, Laywer, Fulton & Company LLP**  
**Lawyers & Trade-Mark Agents**  
**300 - 350 Lansdowne Street**  
**Kamloops BC V2C 1Y1**  
**250-372-5542**

eDAS File #: 2020-04416  
 Fulton File #: 72595-24/sz

2. Description of Land

PID/Plan Number	Legal Description
EPP115865	LOT 4 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 5 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 6 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 7 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 8 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 10 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 11 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 12 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 16 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 17 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 18 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 14 AND AN UNDIVIDED 1/6 SHARE IN LOT 25 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 15 AND AN UNDIVIDED 1/6 SHARE IN LOT 25 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 21 AND AN UNDIVIDED 1/6 SHARE IN LOT 25 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 22 AND AN UNDIVIDED 1/6 SHARE IN LOT 25 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 23 AND AN UNDIVIDED 1/6 SHARE IN LOT 25 DL 1909S SDYD PLAN EPP115865
EPP115865	LOT 24 AND AN UNDIVIDED 1/6 SHARE IN LOT 25 DL 1909S SDYD PLAN EPP115865

3. Nature of Interest

Type	Number	Additional Information
<b>EASEMENT</b>		<b>(1) Over that portion of Lot 8 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lots 3, 4, 5, 6, and 7 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(2) Over that portion of Lot 7 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lots 3, 4, 5, and 6 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(3) Over that portion of Lot 6 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lots 3, 4, and 5 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(4) Over that portion of Lot 5 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lots 3 and 4 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(5) Over that portion of Lot 4 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lot 3 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(6) Over that portion of Lot 10 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lots 9, 11, 12, and 13 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(7) Over that portion of Lot 11 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lots 12 and 13 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(8) Over that portion of Lot 12 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lot 13 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(9) Over that portion of Lot 16 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lots 14, 15, 17, 18, 19, 21, 22, 23, and 24 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(10) Over that portion of Lot 17 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lots 18 and 19 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(11) Over that portion of Lot 18 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lot 19 Plan EPP115865</b>
<b>EASEMENT</b>		<b>(12) Over that portion of Lot 25 Plan EPP115865 shown outlined on Plan EPP115866 Dominant Lands: Lots 16, 17, 18, and 19 Plan EPP115865</b>



**COVENANT**

**Pursuant to Section 219 of the Land Title Act  
 Part 2 Pages 2-4, Paragraphs C, D, and 5-10**

4. Terms

Part 2 of this instrument consists of:

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

5. Transferor(s)

**1107439 B.C. LTD., NO.BC1107439**

6. Transferee(s)

<p><b>1107439 B.C. LTD.</b>          PO BOX 797          CACHE CREEK BC V0K 1H0</p>	<p>BC1107439</p>
<p><b>HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF          BRITISH COLUMBIA</b>          AS REPRESENTED BY MINISTER OF TRANSPORTATION AND          INFRASTRUCTURE          PARLIAMENT BUILDINGS          VICTORIA BC V5C 2H6</p>	
<p>1107439 B.C. LTD. AS TO EASEMENTS; HIS MAJESTY THE          KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,          AS TO COVENANT</p>	

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**Michael Blackwell**  
**Barrister & Solicitor**  
 300-350 Lansdowne Street  
 Kamloops BC V2C 1Y1

YYYY-MM-DD  
  
**2022-11-04**

**1107439 B.C. LTD.**  
 By their Authorized Signatory

\_\_\_\_\_  
**John L Flett**

**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.



**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Michael Alexander  
Blackwell M5Y1GK**

**Digitally signed by  
Michael Alexander  
Blackwell M5Y1GK  
Date: 2022-11-04  
16:23:34 -07:00**

TERMS OF INSTRUMENT – PART 2

BETWEEN:

**1107439 B.C. LTD., Inc.** No. BC1107439  
PO Box 797  
Cache Creek, BC V0K 1H0

(hereinafter called the “Grantor”)

AND:

**1107439 B.C. LTD., Inc.** No. BC1107439  
PO Box 797  
Cache Creek, BC V0K 1H0

(hereinafter called the “Grantee”)

AND:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** as  
represented by the Minister of Transportation and Infrastructure  
Parliament Buildings, Victoria, BC V5C 2H6

(hereinafter called the “MOTI”)

A. WHEREAS the Grantor is the registered owner of the land described in the following table as “Servient Tenement” AND WHEREAS the Grantee is the registered owner of the land described in the following table as “Dominant Tenement”:

Easement Number	Servient Tenement	Dominant Tenement
(1)	Lot 8 Plan EPP115865	Lots 3, 4, 5, 6, and 7 Plan EPP115865
(2)	Lot 7 Plan EPP115865	Lots 3, 4, 5, and 6 Plan EPP115865
(3)	Lot 6 Plan EPP115865	Lots 3, 4, and 5 Plan EPP115865
(4)	Lot 5 Plan EPP115865	Lots 3 and 4 Plan EPP115865
(5)	Lot 4 Plan EPP115865	Lot 3 Plan EPP115865
(6)	Lot 10 Plan EPP115865	Lots 9, 11, 12, and 13 Plan EPP115865
(7)	Lot 11 Plan EPP115865	Lots 12 and 13 Plan EPP115865
(8)	Lot 12 Plan EPP115865	Lot 13 Plan EPP115865

Easement Number	Servient Tenement	Dominant Tenement
(9)	Lot 16 Plan EPP115865	Lots 14, 15, 17, 18, 19, 21, 22, 23, and 24 Plan EPP115865
(10)	Lot 17 Plan EPP115865	Lots 18 and 19 Plan EPP115865
(11)	Lot 18 Plan EPP115865	Lot 19 Plan EPP115865
(12)	Lots 14, 15, 21, 22, 23, and 24 as to their respective 1/6 shares in Lot 25 Plan EPP115865	Lots 16, 17, 18, and 19 Plan EPP115865

All within District Lot 1909S Similkameen Division Yale District.

(both the Servient Tenement and Dominant Tenement Lots are herein collectively called the "Lands").

- B. AND WHEREAS the Grantor wishes to grant an easement on, over, across or under that portion of the Lands as shown in heavy outline on a Reference Plan of Easement, registered at the Kamloops Land Title Office under No. EPP115866 (the "Easement Area") and attached hereto as Schedule "A";
- C. AND WHEREAS Section 219 of the *Land Title Act* provides that there may be registered as annexed to any land, conditions or covenants in favour of the MOTI that, amongst other things, the land or any specified portion thereof, is to be used or not used in a particular manner except in accordance with the covenant;
- D. AND WHEREAS the Grantor and the Grantee acknowledges the covenant registered against title to the Lands under Section 219 of the *Land Title Act* to restrict any access from the Lands to the adjacent provincial highway known as Highway 33, and wishes to ensure that full and uninterrupted right to pass and repass is established and maintained across the Easement Area to facilitate and enable, subject to compliance with all applicable laws, access to the adjacent provincial public highway known as Highway 33;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged by the Grantor, now paid by the MOTI and the Grantee to the Grantor, it is hereby agreed by the parties as follows:

1. The Grantor does hereby grant, convey and assign to the Grantee, the dominant tenement easement and rights:
  - (a) to enter, construct, maintain, inspect, alter and repair the road on the Easement Area; and
  - (b) for the Grantee, its employees, agents, contractors, and workmen, as well as its heirs and assigns and all other persons duly authorized by it from time to time and at all times hereafter at their will and pleasure, to pass and re-pass over and across the Easement Area, either with or without motor vehicles, implements and other

things which the Grantee may reasonably require to move across the Easement Area for the purpose of access to the Lands.

2. The Grantor covenants and agrees with the Grantee that the Grantor:
  - (a) has the right to grant the easement hereby granted to the Grantee; and
  - (b) to keep the Easement clear of obstructions.
3. The Grantee covenants and agrees with the Grantor:
  - (a) to indemnify and save harmless the Grantor from all claims, demands, actions, causes of action, costs, damages and expenses whatsoever arising out of or in connection with the maintenance, repair, use and operation of the road by the Grantee across the Easement Area, save and except where the same is a result of an act or acts of the Grantor; and
  - (b) the Grantee shall bear the cost of maintenance, including drainage, upgrading, snow removal and storage.
4. The Grantee covenants and agrees that:
  - (a) It shall not do and shall not omit to do anything or suffer, permit, or allow any person to do or omit to do anything that may interfere with, impede, obstruct or derogate from the easement granted in this instrument; and
  - (b) It shall do and cause to be done everything necessary, including all works and with all applicable laws, including laws relating to establishing and maintaining access in connection with public highways; and
  - (c) It will ensure that the operation of the easement does not in any way interfere with, impede, constitute or cause a nuisance to the safe and efficient function of and public passage over any provincial highways, including the adjacent provincial public highway known as Highway 33.
5. COVENANTS IN FAVOUR OF THE CROWN IN RIGHT OF BRITISH COLUMBIA c/o THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE PURUSANT TO SECTION 219 OF THE LAND TITLE ACT., R.S.B.C. 1996, c.250, AND AMENDMENTS

By the provisions of Section 219 of the *Land Title Act* there may be registered as annexed to any land, a condition or covenant in favour of the MOTI, the land, or any specified portion thereof, is not to be built upon or is to be or not to be used in a particular manner.

- (a) The Grantor and Grantee covenant and agree with the MOTI:
  - (i) that the Easement Area is for the purpose of providing, maintaining and preserving access from the Lands to the Highway 33, and the Grantee will not do anything or omit to do anything, including without limitation, carry out any construction, improvement or installation works, and will not suffer, permit or allow any person to do anything, including carry out any construction, improvement or installation works that may interfere with, impede, obstruct, hinder or derogate from the safe and efficient functioning of the Easement Area or the easement granted in this instrument; and

- (ii) to maintain, preserve and operate and allow, permit and provide for the Easement Area to be maintained, preserved, and operated to facilitate and enable share access from the Lands to the Highway 33; and
- (iii) to ensure that the Easement Area is maintained and operated so as to not constitute or cause a nuisance to or so as to not interfere with, impede, or hinder the safe and efficient functioning of Highway 33.

6. The Grantee shall:

- (a) indemnify and save the MOTI and its servants, employees, agents and other representatives harmless from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensations of any kind, including fees of solicitors and other professional advisors, arising out of or in connection with:
  - (i) any breach, violation or non-performance by the Grantee of this Agreement; or
  - (ii) any personal injury (including death) or any loss or damage to the Land, an Improvement or its contents (including any existing Non-conforming Improvement), or any chattel on the Lands in connection with the maintenance, repair, use and operation of the Easement Area; and
- (b) release and forever discharge the MOTI and its servants, employees, agents and other representatives from all actions, causes of action, claims, demands, suits, losses, damages, debts, accounts, liabilities, costs, expenses and compensation of any kind, including fees of solicitors and other professional advisors, arising out of or in connection with any breach, violation or non-performance of this Agreement, or any personal injury (including death) or any loss or damage to the lands, an Improvement or its contents (including any Non-conforming Improvement), or any chattel on the Lands in connection with the maintenance, repair, use and operation of the Easement Area;

- 7. The Grantor shall do all that is necessary and not omit to do anything that is reasonably necessary to ensure that the easement in this instrument is not interfered with, impeded, obstructed or derogated from.
- 8. The Grantor and Grantee hereby covenant and agree with the MOTI that the MOTI is not required to and is under no obligation in law or equity or otherwise, to prosecute or enforce this Agreement in any way whatsoever.
- 9. The parties agree that this Agreement may only be modified or discharged with the consent of the MOTI, pursuant to the provision of Section 219 (9) of the *Land Title Act*.
- 10. Nothing contained or implied herein shall prejudice or affect the rights and powers of the MOTI in the exercise of its functions under any public or private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands, including as if this Agreement had not been made by the parties.
- 11. It is mutually covenanted and agreed that this Agreement shall be construed as a covenant running with the land and that no part of the fee of the soil shall be vested in the Grantee by these presents.



12. The Grantor and Grantee covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true intent and meaning of this Agreement.
13. Where applicable, whenever the singular is used, it shall be deemed to apply to the plural of the body corporate and where there is more than one person, the obligations of each person shall be deemed to be joint as well as several.
14. This agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS whereof the parties hereto have, by their respective executions of Part 1 of this Instrument, executed this Instrument as of the first day and year appearing in Item 8 of the Form C comprising Part 1 of this Instrument.

# SCHEDULE "A"

**REFERENCE PLAN OF EASEMENTS OVER PARTS OF LOTS 4 TO 8, LOTS 10 TO 12, LOTS 16 TO 18 AND LOT 25 ALL WITHIN DL 1909S, SIMILKAMEEN DIVISION YALE DISTRICT, PLAN EPP115865**

**FURSIANT TO SECTION 99(1)(a) OF THE LAND TITLE ACT**

**ROADS SEE 219**

THE INTENDED PLOT SIZE OF THIS PLAN IS 864m IN WIDTH BY 1115m IN HEIGHT (AS SHOWN WHEN PLOTTED AT A SCALE OF 1:1000)

GRID BEARINGS ARE DERIVED FROM GNSS DUAL FREQUENCY STATIC BASELINE OBSERVATION BETWEEN REBAR 500 AND MAGNALL 501 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 11.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM FOUR HOURS OF DUAL FREQUENCY GNSS OBSERVATIONS POST PROCESSED USING NATIONAL REFERENCE CHANNELS PRECISE POINT POSITIONING (PPP) SERVICE.

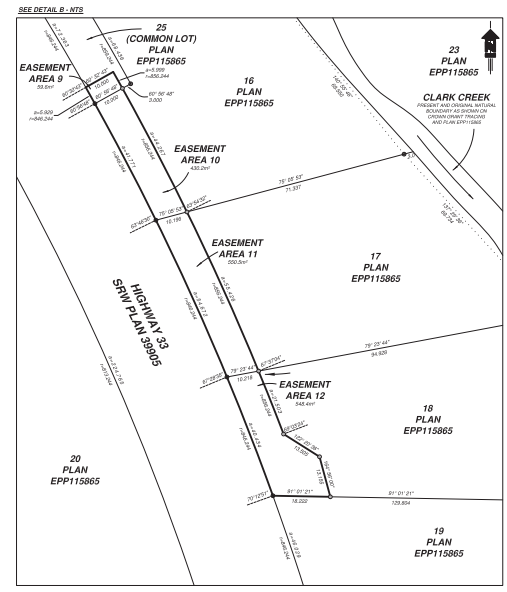
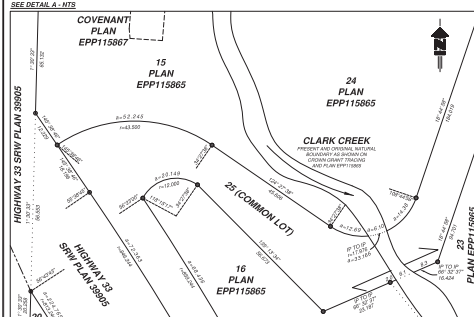
THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES AND TO COMPUTE GROUND LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999771, THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON A MEAN ELLIPSOIDAL ELEVATION OF 1080.85m.

**LEGEND**

- STANDARD IRON POST FOUND
- STANDARD COPPER POST FOUND
- DENOTES NOTHING FOUND
- DENOTES RECTANGLES
- DENOTES METRES SQUARED
- DENOTES TREE POST
- DENOTES IRON PIN
- DENOTES FOUND
- DENOTES STONE MOUND
- DENOTES BEARING TREE
- GNSS CONTROL POINT FOUND
- DENOTES EASEMENT

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNERS.

BEARINGS TO BEARING TREES ARE MAGNETIC.



AREA	DESCRIPTION	AREA
1	LOT 4 PLAN EPP115865	0.13954
2	LOT 5 PLAN EPP115865	0.20000
3	LOT 6 PLAN EPP115865	0.20000
4	LOT 7 PLAN EPP115865	0.20000
5	LOT 8 PLAN EPP115865	0.20000
6	LOT 10 PLAN EPP115865	0.13420
7	LOT 11 PLAN EPP115865	0.13420
8	LOT 12 PLAN EPP115865	0.13420
9	LOT 16 PLAN EPP115865	0.20000
10	LOT 17 PLAN EPP115865	0.20000
11	LOT 18 PLAN EPP115865	0.20000
12	LOT 25 PLAN EPP115865	0.48440
TOTAL		3.13420

POINT	NORTHINGS	EASTING	COMBINED FACTOR	ESTIMATED ABSOLUTE ACCURACY
500	608873.643	346300.499	0.99971188	0.01
501	608810.794	347070.154	0.99970294	0.01

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 10th DAY OF OCTOBER, 2021.

MATHEW JACARD, ECLS (1056)

