

DISCLOSURE STATEMENT

Real Estate Development Marketing Act

Name of Developer: 1141490 ALBERTA LTD.

Address for Service: #219, 6203 – 28th Avenue
Edmonton, Alberta T6L 6K3

Business Address of Developer: #219, 6203 – 28th Avenue
Edmonton, Alberta T6L 6K3

Real Estate Agent: Re/Max Crest Realty
1428 W 7th
Vancouver, British Columbia V6H 1C1
Attention: Les Twarog
Phone 604-671-7000 (cell) / 604-343-2666 (fax)

In addition, the Developer intends to use its own employees to market the lots. The Developer's employees are not licensed under the Real Estate Services Act and are not acting on behalf of the purchaser.

Date of Disclosure Statement: March 22, 2022

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,**
- (b) the developer at the address shown in the purchaser's purchase agreement,**
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

The developer must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must place the deposit in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

TABLE OF CONTENTS

1. The Developer..... 4

2. General Description..... 5

 2.1 General Description of the Development..... 5

 2.2 Permitted Use 6

 2.3 Building Construction 6

3. Servicing Information..... 6

 3.1 Utilities and Services 6

4. Title and Legal Matters..... 7

 4.1 Legal Description..... 7

 4.2 Ownership..... 7

 4.3 Existing Encumbrances and Legal Notations..... 7

 4.4 Proposed Encumbrances 7

 4.5 Outstanding or Contingent Litigation or Liabilities 7

 4.6 Environmental Matters 8

5. Construction and Warranties 8

 5.1 Construction Dates..... 8

 5.2 Warranties..... 8

6. Approvals and Finances 8

 6.1 Development Approval 8

 6.2 Construction Financing..... 8

7. Miscellaneous 8

 7.1 Deposits..... 8

 7.2 Purchase Agreement..... 8

 7.3 Developer’s Commitments 8

 7.4 Other Material Facts..... 9

Exhibits

- Exhibit A SUBDIVISION PLAN
- Exhibit B EXISTING ENCUMBRANCES AND LEGAL NOTATIONS
- Exhibit C PROPOSED ENCUMBRANCES
- Exhibit D PROPOSED EASEMENT PLAN EPP118419

1. The Developer

- 1.1 The developer, 1141490 Alberta Ltd. (the “Developer”) was incorporated in Alberta on December 7, 2004 under incorporation number 2011414907.
- 1.2 The Developer was incorporated specifically for providing financing to the previous developer, Anstey Arm Development Corp. which financing was registered over the parent properties owned by Anstey Arm Development Corp.. The parent properties were subsequently subdivided by the previous developer, Anstey Arm Development Corp. to create the Lands. The previous developer, Anstey Arm Development Corp., defaulted on the loan and transferred the Lands to the Developer as a result of the default of the loan. The Developer has no other assets other than the development property.
- 1.3 The Developer’s registered and records office is located at c/o Doherty Schuldhaus LLP, 219, 6203 28 Avenue, NW, Edmonton, Alberta, T6L 6K3.
- 1.4 The directors of the Developer are Roger Ulliac, Glen Fleming, Peter Kornelsen and Robert Vargo.
 - (1)
 - (a) Roger Ulliac has over forty (40) years experience in real estate and development including construction and operation of multiple multi-tenant commercial builds, hotels and recreational subdivision. Roger has also provided contracting services including snow clearing, site preparation and carpentry services.
 - (b) Glen Fleming is currently President of ENT Oilfield Inc, Ridgewood Inns Ltd and Endurance Contracting Corporation. Previously Mr. Fleming served as Executive Vice President Operations of ENTREC Corporation (2011-2020), Executive Vice President of Clean Harbors Corporation, Chief Operating Officer of Eveready Energy Services and Vice President Operations of Eveready Income Fund. Mr. Fleming founded Tri-Vax Enterprises in 1988 as well as multiple other companies and has over 30 years management experience in the oil and gas services industry, the property development and management business as well as the hotel and hospitality industry.
 - (c) Peter Kornelsen is an investor. Prior to his retirement, Peter was in the hospitality business for over thirty (30) years.
 - (d) Robert Vargo has over forty-five (45) years experience in real estate and development.
 - (2) Neither the Developer, nor any principal holder of the developer, or any director or officer of the developer or principal holder, has within ten years prior to the date of the Developer’s Declaration attached to this Disclosure Statement, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

- (3) Neither the Developer, nor any principal holder of the developer, or any director or officer of the developer or principal holder, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (4) Neither the Developer, nor any of its directors, officers or principals, within the five years prior to the date of the Developer's Declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
 - (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, and describe any penalties or sanctions imposed, or
 - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 The Developer is not aware of any existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the Development which could reasonably be expected to affect the purchaser's purchase decision.

2. General Description

2.1 General Description of the Development

The Development is a fee-simple subdivision consisting of six (6) residential lots (the "Lots"). The Lots are rural lots located north of Sicamous, British Columbia.

The Developer is currently marketing Lots 1, 2, 3, 5 and 6 under this Disclosure Statement. Lot 4 has been sold.

The Development is located north of Sicamous, British Columbia on the east side of Anstey Arm, Shuswap Lake, North Queest.

The layout of the Development is shown on Subdivision Plan registered in the Land Title Office under number KAP89068 (the "Subdivision Plan"), a copy of which is attached as Exhibit A.

2.2 Permitted Use

(a) Lots

The Development is located within the jurisdiction of the Columbia Shuswap Regional District (“CSRD”) and the Lots are zoned RemR - Remote Residential under the Rural Sicamous Land Use Bylaw No. 2000 and amendments thereto (the “RemR Zoning Bylaw”) and FR1 - Foreshore Residential 1 under the Lakes Zoning Bylaw No. 900 and amendments thereto (the “FR1 Zoning Bylaw”). The bylaws include the following permitted primary uses:

RemR Zoning Bylaw

- ❖ Bed and breakfast, permitted on a parcel 6,000 m² (1.48 ac.) or larger in area.
- ❖ Single family dwelling
- ❖ Accessory use

FR1 Zoning Bylaw

- ❖ Floating dock, including removable walkway, that is accessory to a permitted use on an adjacent waterfront parcel.
- ❖ Private mooring buoy(s) that is accessory to a permitted use on an adjacent waterfront parcel or an adjacent semi-waterfront parcel.
- ❖ Boat lift(s) that is accessory to a permitted use on an adjacent waterfront parcel.

Purchasers are advised to contact the CSRD, 555 Harbourfront Drive, NE, Salmon Arm, British Columbia V1E 4P1 Telephone: 250-832-8194 or consult their website at www.csrd.bc.ca to obtain information as to all of the CSRD's restrictions and requirements applicable to construction on and use of the Lots.

2.3 Building Construction

The construction of improvements on the Lots shall be performed by the Purchaser. A building permit is required from CSRD to construct improvements on the Lots and the Purchaser will be responsible to obtain the building permit for such construction.

3. Servicing Information

3.1 Utilities and Services

The Lots are located in a remote area on Shuswap Lake. There are no utilities or services (water, electricity, sewer, natural gas, phone or internet) available to the Lots. The Lots are not located within a fire protection service area.

Access to the Lots is by water only.

4. Title and Legal Matters

4.1 Legal Description

The current legal description of the lands on which the Development is located is:

Parcel Identifier 027-933-270

Lot 1, Section 8, Township 24, Range 7, West of the 6th Meridian, Kamloops Division Yale District, Plan KAP89068 (see Plan as to Limited Access)

Parcel Identifier 027-933-288

Lot 2, Section 8, Township 24, Range 7, West of the 6th Meridian, Kamloops Division Yale District, Plan KAP89068 (see Plan as to Limited Access)

Parcel Identifier 027-933-296

Lot 3, Section 8, Township 24, Range 7, West of the 6th Meridian, Kamloops Division Yale District, Plan KAP89068 (see Plan as to Limited Access)

Parcel Identifier 027-933-318

Lot 5, Section 8, Township 24, Range 7, West of the 6th Meridian, Kamloops Division Yale District, Plan KAP89068 (see Plan as to Limited Access)

Parcel Identifier 027-933-326

Lot 6, Section 8, Township 24, Range 7, West of the 6th Meridian, Kamloops Division Yale District, Plan KAP89068 (see Plan as to Limited Access)

(collectively, the "Lands").

4.2 Ownership

The Developer is the registered owner in fee simple of the Lands.

4.3 Existing Encumbrances and Legal Notations

The existing encumbrances and legal notations to which a purchaser's title will be subject are set out in Exhibit B.

4.4 Proposed Encumbrances

The proposed encumbrances to which a purchaser's title will be subject are set out in Exhibit C.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liability in respect of the Development property or against the Developer that may affect the subdivision lots or the subdivision lot owners.

4.6 Environmental Matters

The Developer is not aware of any dangers or any requirements imposed by municipalities or other governmental authorities relating to flooding or the condition of the soil or sub-soil of the Lots.

5. Construction and Warranties

5.1 Construction Dates

Completion of construction of the Development occurred on May 15, 2009.

5.2 Warranties

There are no construction or other warranties provided by the Developers.

6. Approvals and Finances

6.1 Development Approval

A Preliminary Layout Approval was issued by the Ministry of Transportation in April, 2008.

6.2 Construction Financing

The Developer is self-financing and it is not anticipated that the Developer will require outside financing for the construction of the Development. The Developer reserves the right to arrange financing and grant such security as may be necessary.

7. Miscellaneous

7.1 Deposits

All deposits and other money received from a purchaser of a Lot shall be held in trust by Re/Max Crest Realty, 1428 W 7th, Vancouver, British Columbia, V6H 1C1, in trust in the manner required by the *Real Estate Development Marketing Act* until an instrument evidencing the interest of the purchaser of a Lot has been submitted for registration in the Kamloops Land Title Office.

7.2 Purchase Agreement

- (1) The Developer will be using the standard form of Canadian Bar Association (BC Branch) Contract.

7.3 Developer's Commitments

There are no other commitments made by the Developer that will be met after completion of the sale or lease.

7.4 Other Material Facts

- (1) The Developer is in the process of trying to obtain land access to the Lots. If they are successful, the market price and value of a Lot may be affected.

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of March 22, 2022.

1141490 Alberta Ltd.

Per: GF
Authorized Signatory

The Directors of 1141490 Alberta Ltd. in their personal capacity:

[Signature]
Roger Ulliac

GF
Glen Fleming

Peter Kornelsen

Robert Vargo

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The Directors of 1141490 Alberta Ltd. in their personal capacity:

Roger Ulliac

GFj
Glen Fleming

Peter Kornelsen

Robert Vargo
Robert Vargo

**Exhibit A
SUBDIVISION PLAN**

Exhibit B
EXISTING ENCUMBRANCES AND LEGAL NOTATIONS

As to Lot 1

1. **Legal Notations** – The following legal notations are registered against title to Lot 1:
 - (i) Hereto is annexed Easement LB309202 over that part Lot 2 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 1 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portions of Lot 2 as shown as Parcel B on Plan KAP89069.
 - (ii) Hereto is annexed Easement LB309208 over that part Lot 3 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 1 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portions of Lot 3 shown as Parcel F on Plan KAP89069.
 - (iii) Hereto is annexed Easement LB309212 over that part Lot 4 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 1 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portions of Lot 4 shown as Parcel I on Plan KAP89069
 - (iv) Hereto is annexed Easement LB309214 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 1 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portions of Lot 5 shown as Parcel L on Plan KAP89069
 - (v) Hereto is annexed Easement LB309216 over that part Lot 6 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 1 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress and to pass and repass to the waterfront portion of the easement area for the purposes of launching, loading and unloading and mooring boats, and for the temporary parking of motor vehicles and boat trailers over those portions of Lot 6 shown as Parcel M on Plan KAP89069.
 - (vi) Hereto is annexed Easement LB309218 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 1 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portions of Lot 5 shown as Parcel N on Plan KAP89069.

- (vii) Hereto is annexed Easement LB309220 over that part Lot 2 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 1 and grants the right to construct, maintain, and use a footpath for the purpose of ingress, egress and regress over those portions of Lot 2 shown as Parcel A on Plan KAP89069, and to use the waterfront portion of the easement area for landing and securing boats.
- (viii) Hereto is annexed Easement LB309228 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 1 and grants the right to construct and maintain and use a footpath for the purpose of ingress, egress and regress to the waterfront portion for recreational purposes over those portions of Lot 5 shown as Parcel K on Plan KAP89069.
- (ix) Hereto is annexed Easement LB309230 over that part Lot 6 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 1 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over Lot 6 shown on Plan KAP89070.

2. **Charges, Liens and Interests** – The following encumbrances are registered against title to Lot 1:

- (i) Undersurface Rights 33884E – this grants to the Director of Soldier Settlement of Canada all mine and mineral rights (including all gas and petroleum) that may be found in or under the lands.
- (ii) Covenant LA117384 in favour of Columbia Shuswap Regional District (“**CSRD**”) – this Covenant requires that the Lands not be subdivided into lots less than one (1) hectare by a fee simple subdivision. Should the Lands be subdivided under the *Strata Property Act*, the total number of lots will not exceed the density of one (1) strata lot per hectare and each strata lot will be connected to a community sewerage system and water system.
- (iii) Covenant LB309192 in favour of CSRD – this Covenant provides that no development as defined in the Covenant shall be permitted on that portion of the lands located within 30 meters of the natural boundary of the adjacent and nearby lake and watercourses (the “**Riparian Assessment Areas**”) unless an assessment report has been prepared by a qualified environmental professional which confirms that development would not cause any harmful alteration or disruption of fish habitat within the Riparian Assessment Areas.
- (iv) Covenant LB309196 in favour of Her Majesty the Queen in right of Province of British Columbia as represented by the Minister of Transportation and Infrastructure (“**MoTI**”) and CSRD – this Covenant is a flood covenant relating to Shuswap Lake and prohibits construction of buildings, mobile homes or units, modular homes or structures, within 15 metres of the natural boundary of Shuswap Lake and no area used for habitation, business or storage of goods damageable by floodwaters shall be located within any building at an elevation such that the underside of the floor system is less than 351.0 metres GSC datum.

- (v) Covenant LB309198 in favour of in favour MoTI and CSRD – this Covenant is a flood covenant relating to Roberts Brook and prohibits construction of buildings or mobile homes to be located within fifteen (15) metres of the natural boundary of Roberts Brook or certain portions of any buildings on the lands to have an elevation of less than 1.5m above the natural boundary of Roberts Brook.
- (vi) Covenant LB309200 in favour of MoTI and CSRD – this Covenant indicates that the lands are located within a wildfire hazard area. This Covenant requires the owner of the lands to continue to carry out understory clearing in the area and remove any stems damaged by disease and/or wind damage; removing all flammable ground level vegetation within ten meters of the existing cabin structure as well as any potential ladder fuels (minimum two meters) from surrounding Douglas Fir, Western Red Cedar and Western Hemlock stems; ensuring vehicle access is maintained to watercourses for tender access if required; and ensuring existing roads and trails in the area are maintained.
- (vii) Easement LB309232 – this Easement is registered over Lot 1 in favour of Lot 6, Plan KAP89068. The purpose of this Easement is to allow entry over Lot 1 with machinery, materials, vehicles, and equipment, and to allow installation, maintenance, and use of water works, water well, waterlines, watermains, water pipes, water pumps, power poles and/or power lines, and other apparatus for the purposes of supply and passage of water to Lot 6.

As to Lot 2

3. **Legal Notations** – The following legal notations are registered against title to Lot 2:
- (i) Hereto is annexed Easement LB309204 over that part Lot 3 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over the portion of Lot 3 shown as Parcel D on Plan KAP89069.
 - (ii) Hereto is annexed Easement LB309206 over that part Lot 3 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over the portion of Lot 3 shown as Parcel E on Plan KAP89069
 - (iii) Hereto is annexed Easement LB309208 over that part Lot 3 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over that portion of Lot 3 shown as Parcel F on Plan KAP89069.
 - (iv) Hereto is annexed Easement LB309210 over that part Lot 4 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over that portion of Lot 4 shown as Parcel H on Plan KAP89069.

- (v) Hereto is annexed Easement LB309212 over that part Lot 4 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over that portion of Lot 4 shown as Parcel I on Plan KAP89069.
- (vi) Hereto is annexed Easement LB309214 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over that portion of Lot 5 shown as Parcel L on Plan KAP89069.
- (vii) Hereto is annexed Easement LB309216 over that part Lot 6 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress and to pass and repass to the waterfront portion of the easement area for the purposes of launching, loading and unloading and mooring boats, and for the temporary parking of motor vehicles and boat trailers over that portion of Lot 6 shown as Parcel M on Plan KAP89069.
- (viii) Hereto is annexed Easement LB309218 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over that portion of Lot 5 shown as Parcel N on Plan KAP89069.
- (ix) Hereto is annexed Easement LB309222 over that part Lot 3 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to use the waterfront portion of the Easement Area for landing/securing boats and grants the right to construct and maintain and use a footpath for the purpose of passing and repassing over the Easement Area over that portion of Lot 3 shown as Parcel C on Plan KAP89069.
- (x) Hereto is annexed Easement LB309228 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct and maintain and use a footpath for the purpose of ingress, egress and regress to the waterfront portion for recreational purposes over that part of Lot 5 shown as Parcel K on Plan KAP89069.
- (xi) Hereto is annexed Easement LB309230 over that part Lot 6 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over Lot 6 shown on Plan KAP89070.

4. **Charges, Liens and Interests** – The following encumbrances are registered against title to Lot 2:

- (i) Undersurface Rights 33884E – this grants to the Director of Soldier Settlement of Canada all mine and mineral rights (including all gas and petroleum) that may be found in or under the lands.
- (ii) Covenant LA117384 in favour of CSRD – this Covenant requires that the Lands not be subdivided into lots less than one (1) hectare by a fee simple subdivision. Should the Lands be subdivided under the *Strata Property Act*, the total number of lots will not exceed the density of one (1) strata lot per hectare and each strata lot will be connected to a community sewerage system and water system.
- (iii) Covenant LB309194 in favour of CSRD – this Covenant provides that no development as defined in the Covenant shall be permitted on that portion of the lands located within 30 meters of the natural boundary of the adjacent and nearby lake and watercourses (the “**Riparian Assessment Areas**”) unless an assessment report has been prepared by a qualified environmental professional which confirms that development would not cause any harmful alteration or disruption of fish habitat within the Riparian Assessment Areas.
- (iv) Covenant LB309196 in favour of Her Majesty the Queen in right of Province of British Columbia as represented by MoTI and CSRD – this Covenant is a flood covenant relating to Shuswap Lake and prohibits construction of buildings, mobile homes or units, modular homes or structures, within 15 metres of the natural boundary of Shuswap Lake and no area used for habitation, business or storage of goods damageable by floodwaters shall be located within any building at an elevation such that the underside of the floor system is less than 351.0 metres GSC datum.
- (v) Covenant LB309200 in favour of MoTI and CSRD – this Covenant indicates that the lands are located within a wildfire hazard area. This Covenant requires the owner of the lands to continue to carry out understory clearing in the area and remove any stems damaged by disease and/or wind damage; removing all flammable ground level vegetation within ten meters of the existing cabin structure as well as any potential ladder fuels (minimum two meters) from surrounding Douglas Fir, Western Red Cedar and Western Hemlock stems; ensuring vehicle access is maintained to watercourses for tender access if required; and ensuring existing roads and trails in the area are maintained.
- (vi) Easement LB309202 - is registered over Lot 2 in favour of Lots 1, 3 & 4, Plan KAP89068. This Easement is for the benefit of Lots 1, 3 & 4, and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over a portion of Lot 2 and shown as Parcel B on Plan KAP89069.
- (vii) Easement LB309220 - is registered over Lot 2 in favour of Lot 1, Plan KAP89068. This Easement is for the benefit of Lot 1 and grants the right to construct, maintain, and use a footpath for the purpose of ingress, egress and regress over those portions of Lot 2 shown as Parcel A on Plan KAP89069, and to use the waterfront portion of the easement area for landing and securing boats.

As to Lot 3

5. Legal Notations – The following legal notations are registered against title to Lot 3:

- (i) Hereto is annexed Easement LB309202 over that part Lot 2 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 3 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portions of Lot 2 shown as Parcel B on Plan KAP89069.
- (ii) Hereto is annexed Easement LB309210 over that part Lot 4 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 3 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portions of Lot 4 shown as Parcel H on Plan KAP89069.
- (iii) Hereto is annexed Easement LB309212 over that part Lot 4 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 3 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portions of Lot 4 shown as Parcel I on Plan KAP89069.
- (iv) Hereto is annexed Easement LB309214 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 3 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portions of Lot 5 shown as Parcel L on Plan KAP89069.
- (v) Hereto is annexed Easement LB309216 over that part Lot 6 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 3 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress and to pass and repass to the waterfront portion of the easement area for the purposes of launching, loading and unloading and mooring boats, and for the temporary parking of motor vehicles and boat trailers over the portion of Lot 6 shown as Parcel M on Plan KAP89069.
- (vi) Hereto is annexed Easement LB309218 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 3 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over that portion of Lot 5 shown as Parcel N on Plan KAP89069.
- (vii) Hereto is annexed Easement LB309228 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 3 and grants the right to construct and maintain and use a footpath for the purpose of ingress, egress and regress to the waterfront portion for recreational purposes to and from Lot 3 shown as Parcel K on Plan KAP89069.

(viii) Hereto is annexed Easement LB309230 over that part Lot 6 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 3 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portion of Lot 6 shown on Plan KAP89070.

6. **Charges, Liens and Interests** – The following encumbrances are registered against title to Lot 3:

- (i) Undersurface Rights 33884E – this grants to the Director of Soldier Settlement of Canada all mine and mineral rights (including all gas and petroleum) that may be found in or under the lands.
- (ii) Covenant LA117384 in favour of CSRD – this Covenant requires that the Lands not be subdivided into lots less than one (1) hectare by a fee simple subdivision. Should the Lands be subdivided under the *Strata Property Act*, the total number of lots will not exceed the density of one (1) strata lot per hectare and each strata lot will be connected to a community sewerage system and water system.
- (iii) Covenant LB309194 in favour of CSRD – this Covenant provides that no development as defined in the Covenant shall be permitted on that portion of the lands located within 30 meters of the natural boundary of the adjacent and nearby lake and watercourses (the “**Riparian Assessment Areas**”) unless an assessment report has been prepared by a qualified environmental professional which confirms that development would not cause any harmful alteration or disruption of fish habitat within the Riparian Assessment Areas.
- (iv) Covenant LB309196 in favour of Her Majesty the Queen in right of Province of British Columbia as represented by MoTI and CSRD – this Covenant is a flood covenant relating to Shuswap Lake and prohibits construction of buildings, mobile homes or units, modular homes or structures, within 15 metres of the natural boundary of Shuswap Lake and no area used for habitation, business or storage of goods damageable by floodwaters shall be located within any building at an elevation such that the underside of the floor system is less than 351.0 metres GSC datum.
- (v) Covenant LB309200 in favour of MoTI and CSRD – this Covenant indicates that the lands are located within a wildfire hazard area. This Covenant requires the owner of the lands to continue to carry out understory clearing in the area and remove any stems damaged by disease and/or wind damage; removing all flammable ground level vegetation within ten meters of the existing cabin structure as well as any potential ladder fuels (minimum two meters) from surrounding Douglas Fir, Western Red Cedar and Western Hemlock stems; ensuring vehicle access is maintained to watercourses for tender access if required; and ensuring existing roads and trails in the area are maintained.
- (vi) Easement LB309204 – this Easement is registered over Lot 3 in favour of Lot 2, Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over a portion of Lot 3 and shown as Parcel D on Plan KAP89069.

- (vii) Easement LB309206 – this Easement is registered over Lot 3 in favour of Lot 2 and 4, Plan KAP89068. This Easement is for the benefit of Lot 2 and 4 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over a portion of Lot 3 and shown as Parcel E on Plan KAP89069.
- (viii) Easement LB309208 – this Easement is registered over Lot 3 in favour of Lots 1, 2, and 4, Plan KAP89068. This Easement is for the benefit of Lots 1, 2, and 4, and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over a portion of Lot 3 and shown as Parcel F on Plan KAP89069.
- (ix) Easement LB309222 – this Easement is registered over Lot 3 in favour of Lot 2, Plan KAP89068. This Easement is for the benefit of Lot 2 and grants the right to use the waterfront portion of the Easement Area for landing/securing boats and grants the right to construct and maintain and use a footpath for the purpose of passing and re-passing over the Easement Area and shown as Parcel C on Plan KAP89069.

As to Lot 5

7. Legal Notations – The following legal notations are registered against title to Lot 5:

- (i) Hereto is annexed Easement LB309216 over that part Lot 6 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 5 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress and to pass and re-pass to the waterfront portion of the easement area for the purposes of launching, loading and unloading and mooring boats, and for the temporary parking of motor vehicles and boat trailers over that portion of the Easement Area shown as Parcel M on Plan KAP89069.
- (ii) Hereto is annexed Easement LB309224 over that part Lot 4 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 5, and grants the right to use the waterfront portion of the Easement Area for landing/securing boats and grants the right to construct and maintain and use a footpath for the purpose of passing and re-passing over the Easement Area shown as Parcel G on Plan KAP89069.
- (iii) Hereto is annexed Easement LB309230 over that part Lot 6 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 5 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over that portion of the Easement Area shown on Plan KAP89070.

8. Charges, Liens and Interests – The following encumbrances are registered against title to Lot 5:

- (i) Undersurface Rights 33884E – this grants to the Director of Soldier Settlement of Canada all mine and mineral rights (including all gas and petroleum) that may be found in or under the lands.

- (ii) Covenant LA117384 in favour of CSRD – this Covenant requires that the Lands not be subdivided into lots less than one (1) hectare by a fee simple subdivision. Should the Lands be subdivided under the *Strata Property Act*, the total number of lots will not exceed the density of one (1) strata lot per hectare and each strata lot will be connected to a community sewerage system and water system.
- (iii) Covenant LB309194 in favour of CSRD – this Covenant provides that no development as defined in the Covenant shall be permitted on that portion of the lands located within 30 meters of the natural boundary of the adjacent and nearby lake and watercourses (the “**Riparian Assessment Areas**”) unless an assessment report has been prepared by a qualified environmental professional which confirms that development would not cause any harmful alteration or disruption of fish habitat within the Riparian Assessment Areas..
- (iv) Covenant LB309196 in favour of Her Majesty the Queen in right of Province of British Columbia – this Covenant is a flood covenant relating to Shuswap Lake and prohibits construction of buildings, mobile homes or units, modular homes or structures, within 15 metres of the natural boundary of Shuswap Lake and no area used for habitation, business or storage of goods damageable by floodwaters shall be located within any building at an elevation such that the underside of the floor system is less than 351.0 metres GSC datum.
- (v) Covenant LB309200 in favour of MoTI and CSRD – this Covenant indicates that the lands are located within a wildfire hazard area. This Covenant requires the owner of the lands to continue to carry out understory clearing in the area and remove any stems damaged by disease and/or wind damage; removing all flammable ground level vegetation within ten meters of the existing cabin structure as well as any potential ladder fuels (minimum two meters) from surrounding Douglas Fir, Western Red Cedar and Western Hemlock stems; ensuring vehicle access is maintained to watercourses for tender access if required; and ensuring existing roads and trails in the area are maintained.
- (vi) Easement LB309214 – this Easement is registered over Lot 5 in favour of Lots 1, 2, 3 and 4, Plan KAP89068. This Easement is for the benefit of Lots 1, 2, 3, and 4, and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over a portion of Lot 5 as shown as Parcel L on Plan KAP89069.
- (vii) Easement LB309218 – this Easement is registered over Lot 5 in favour of Lots 1, 2, 3, 4, 6, Plan KAP89068. This Easement is for the benefit of Lots 1, 2, 3, 4, and 6, and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over a portion of Lot 5 and shown as Parcel N on Plan KAP89069.
- (viii) Easement LB309226 – this Easement is registered over Lot 5 in favour of Lot 4, Plan KAP89068. This Easement is for the benefit of Lot 4 and grants the right to use the waterfront portion of the Easement Area for landing/securing boats and grants the right to construct and maintain and use a footpath for the purpose of passing and repassing over the Easement Area and shown as Parcel J on Plan KAP89069.

- (ix) Easement LB309228 – this Easement is registered over Lot 5 in favour of Lots 1, 2, 3, 4, and 6, Plan KAP89068. This Easement is for the benefit of Lots 1, 2, 3, 4, and 6, and grants the right to construct and maintain and use a footpath for the purpose of ingress, egress and regress to the waterfront portion for recreational purposes over a portion of Lot 5 shown as Parcel K on Plan KAP89069.

As to Lot 6

- 9. **Legal Notations** – The following legal notations are registered against title to Lot 6:
 - (i) Hereto is annexed Easement LB309218 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 6 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over that portion of Lot 5 shown as Parcel N on Plan KAP89069.
 - (ii) Hereto is annexed Easement LB309228 over that part Lot 5 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 5 and grants the right to construct and maintain and use a footpath for the purpose of ingress, egress and regress to the waterfront portion for recreational purposes over a portion of Lot 5 shown as Parcel K on Plan KAP89069.
 - (iii) Hereto is annexed Easement LB309232 over that part Lot 1 Section 8 Township 24 Range 7 West of the Sixth Meridian Kamloops Division Yale District Plan KAP89068. This Easement is for the benefit of Lot 6 and grants the right to enter upon that portion of Lot 1 with machinery, materials, vehicles, and equipment, and to install, maintain, and use a system of water works, including a water well, waterlines, watermains, water pipes, water pumps, power poles and/or power lines, and other apparatus for the purposes of supply and passage of water to Lot 6.
- 10. **Charges, Liens and Interests** – The following encumbrances are registered against title to Lot 6:
 - (i) Undersurface Rights 33884E – this grants to the Director of Soldier Settlement of Canada all mine and mineral rights (including all gas and petroleum) that may be found in or under the lands.
 - (ii) Covenant LA117384 in favour of Columbia Shuswap Regional District (“**CSRD**”) – this Covenant requires that the Lands not be subdivided into lots less than one (1) hectare by a fee simple subdivision. Should the Lands be subdivided under the *Strata Property Act*, the total number of lots will not exceed the density of one (1) strata lot per hectare and each strata lot will be connected to a community sewerage system and water system.
 - (iii) Covenant LB309192 in favour of CSRD – this Covenant provides that no development as defined in the Covenant shall be permitted on that portion of the lands located within 30 meters of the natural boundary of the adjacent and nearby lake and watercourses (the “**Riparian Assessment Areas**”) unless an assessment report has been prepared by a qualified environmental professional

which confirms that development would not cause any harmful alteration or disruption of fish habitat within the Riparian Assessment Areas.

- (iv) Covenant LB309196 in favour of Her Majesty the Queen in right of Province of British Columbia – this Covenant is a flood covenant relating to Shuswap Lake and prohibits construction of buildings, mobile homes or units, modular homes or structures, within 15 metres of the natural boundary of Shuswap Lake and no area used for habitation, business or storage of goods damageable by floodwaters shall be located within any building at an elevation such that the underside of the floor system is less than 351.0 metres GSC datum.
- (v) Covenant LB309198 in favour MoTI and CSRD – this Covenant is a flood covenant relating to Roberts Brook and prohibits construction of buildings or mobile homes to be located within fifteen (15) metres of the natural boundary of Roberts Brook or certain portions of any buildings on the lands to have an elevation of less than 1.5m above the natural boundary of Roberts Brook.
- (vi) Covenant LB309200 in favour of MoTI and CSRD – this Covenant indicates that the lands are located within a wildfire hazard area. This Covenant requires the owner of the lands to continue to carry out understory clearing in the area and remove any stems damaged by disease and/or wind damage; removing all flammable ground level vegetation within ten meters of the existing cabin structure as well as any potential ladder fuels (minimum two meters) from surrounding Douglas Fir, Western Red Cedar and Western Hemlock stems; ensuring vehicle access is maintained to watercourses for tender access if required; and ensuring existing roads and trails in the area are maintained.
- (vii) Easement LB309216 – this Easement is registered over Lot 6 in favour of Lots 1, 2, 3, 4, and 5, Plan KAP89068. This Easement is for the benefit of Lots 1, 2, 3, 4, and 5 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress and to pass and repass to the waterfront portion of the easement area for the purposes of launching, loading and unloading and mooring boats, and for the temporary parking of motor vehicles and boat trailers over that portion of Lot 6 shown as Parcel M on Plan KAP89069.
- (viii) Easement LB309230 – this Easement is registered over Lot 6 in favour of Lots 1, 2, 3, 4, and 5, Plan KAP89068. This Easement is for the benefit of Lots 1, 2, 3, 4, and 5 and grants the right to construct, maintain, and use a roadway for the purpose of ingress, egress and regress over those portions of Lot 6 shown on Plan KAP89070.

Exhibit C
PROPOSED ENCUMBRANCES

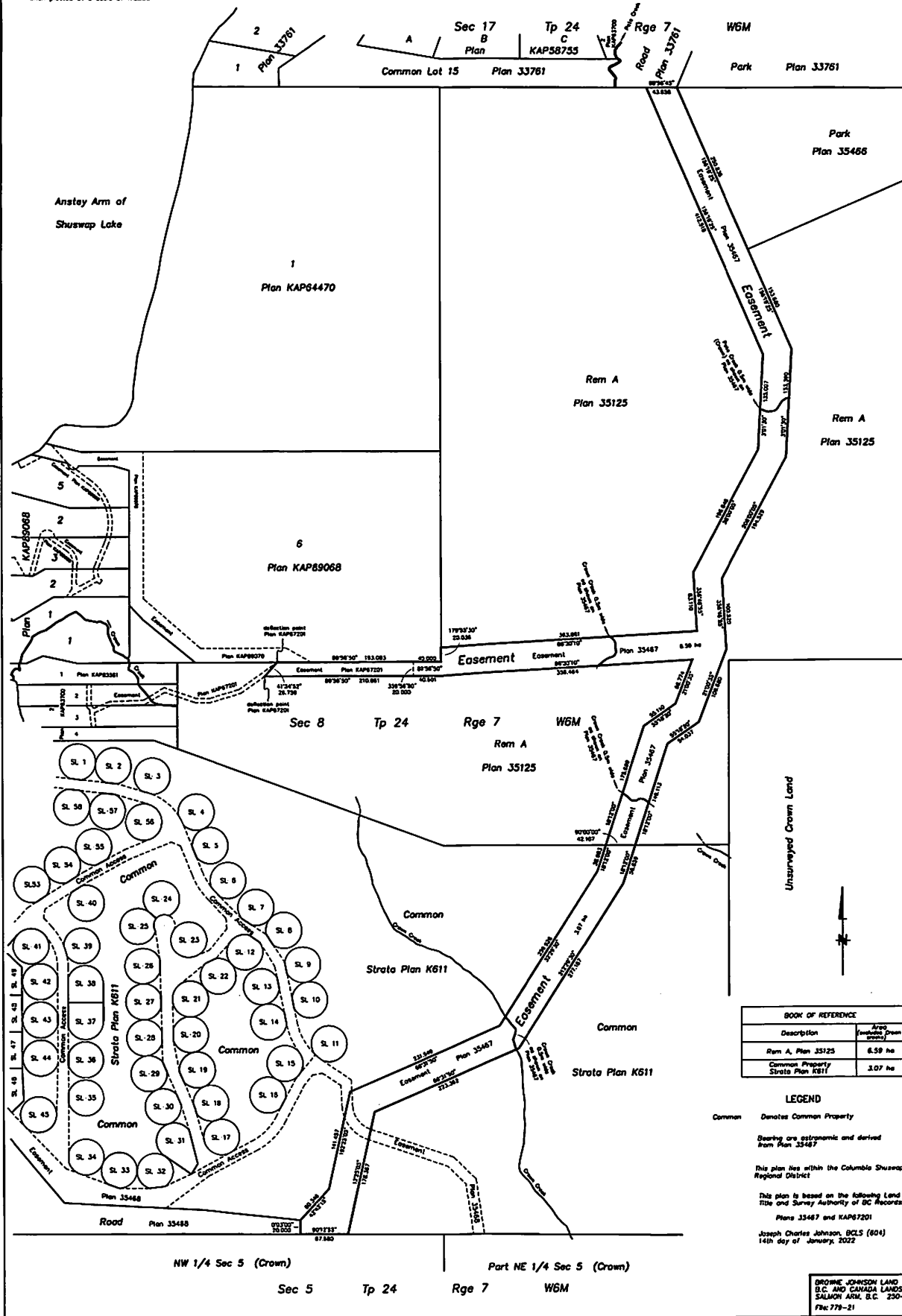
1. The Developer is in the process of trying to obtain land access to the Lots. If they are successful, land access would be available by way of Forest Service Roads located north of Sicamous, British Columbia to Queest Village. A registered Easement would be obtained from over the common property road of Strata Corporation K611 (Queest Village), connecting to an Easement to be obtained from the owner of Lot A, Plan 35125 which would connect to the existing access Easements registered over the Lots. A copy of the proposed Easement Plan is attached as Exhibit D showing the proposed easement access.

Exhibit D
PROPOSED EASEMENT PLAN EPP118419

Explanatory Plan of Easement Through Part of
Common Property, Strata Plan K611 and Through
Part of Lot A, Plan 35125 Except Plans 35466 and KAP67200,
Sec 8, Tp 24, Rge 7, W6M, KDYD

PLAN EPP118419

Pursuant to Section 99(1)(a) of the Land Title Act
Scale 1:2500 BCGS 82M.006
All distances are in metres.
The intended plot size of this plan is 560mm in width by 864mm in height (D size)
when plotted at a scale of 1:2500



BOOK OF REFERENCE	
Description	Area (hectares)
Rem A, Plan 35125	6.59 ha
Common Property Strata Plan K611	3.07 ha

LEGEND
Common Denotes Common Property
Bearings are astronomic and derived from Plan 35467
This plan lies within the Columbia Shuswap Regional District
This plan is based on the following Land Title and Survey Authority of BC Records:
Plans 35467 and KAP67201
Joseph Charles Johnson, BCLS (604)
14th day of January, 2022

BROWNE-JOHNSON LAND SURVEYORS
B.C. AND CANADA LANDS
SALMON ARM, B.C. 250-832-9701
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