



CONSOLIDATED DISCLOSURE STATEMENT
INCORPORATING FIRST AMENDMENT FEBRUARY 1, 2017, SECOND
AMENDMENT AUGUST 28, 2017, AND THIRD AMENDMENT DECEMBER 8, 2017

Dated: January 2, 2019

TIMBERLANDING 1
AT FERNIE ALPINE RESORT

DEVELOPER

RESORTS OF THE CANADIAN ROCKIES INC.

Address for Service

c/o Rockies Law Corporation
Suite 201 – 907 Baker Street
Cranbrook, British Columbia, V1C 1A4

Business Address

1505 -17th Avenue S.W.
Calgary, Alberta, T2T 0E2

Real Estate Agents

The lots will be marketed by the Developer's in-house sales staff or such real estate agents as the Developer may engage from time to time. Some of the employees of the Developer may not be licensed under the British Columbia Real Estate Services Act and are not acting on behalf of any purchaser of a lot.

THIS IS A CONSOLIDATED DISCLOSURE STATEMENT FILED PURSUANT TO THE *REAL ESTATE DEVELOPMENT MARKETING ACT*.

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.

RIGHTS 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.

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1. THE DEVELOPER

1.1 Particulars of Incorporation

The Developer is a corporation amalgamated pursuant to the Canada Business Corporations Act. It was incorporated on December 21, 2000 and its federal incorporation number is 938808-07. The Developer is registered as an extra-provincial company in British Columbia under number A100476.

1.2 Purpose of Incorporation

The Developer was not incorporated specifically for the purpose of developing the Lands and has other assets in addition to the Lands. The Developer is a large private ski resort owner/operator that owns or controls six ski resorts across Canada, including Mont Ste.-Anne, Stoneham, Nakiska, Fernie, Kimberley and Kicking Horse. The Developer also owns and manages a number of hotels and golf courses throughout Canada.

1.3 Registered Office Address

The registered and records address of the Developer's head office is 1505 - 17 Avenue S.W., Calgary, Alberta, T2T 0E2. The Developer's address for service in British Columbia is Suite 201, 907 Baker Street, Cranbrook, British Columbia V1C 1A4.

1.4 Director

The sole director of the Developer, who is required to sign this Disclosure Statement by Section 14 of the Real Estate Development Marketing Act ("REDMA") and Section 9 of the regulations thereunder is Larry G. Moeller.

1.5 Developer's Background

- (a) The Developer is the owner of other real estate development lots, and has experience in the development of other similar developments at Fernie Alpine Resort and Kimberley Alpine Resort. Except as aforesaid, neither the director nor any of the officers of the Developer has any experience in the development industry.
- (b) None of the Developer, the principal holder thereof or its respective directors and officers, to the best of the Developer's knowledge, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, has 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.
- (c) None of the Developer, the principal holder thereof or its respective directors and officers, to the best of the Developer's knowledge, 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.

- (d) None of the Developer, the principal holder thereof or its respective directors and officers, to the best of the Developer's knowledge, 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:
- (i) 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, nor subject to any penalties or sanctions imposed; or
 - (ii) 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 Conflict of Interest

The Developer is a related party of Fernie Alpine Resort Utilities Corporation (the "Utility") which supplies water and sewer services to the Development. Such services are provided according to rates established from time to time by the Utility and the Comptroller of Water Rights of British Columbia. Payment for such services is secured by a Rentcharge registered against the Lots (see section 4.4, "Proposed Encumbrances"). The Developer or a related party may construct a ski lift connecting the Development with the village area of Fernie Alpine Resort (see section 2.1, "General Description of the Development"), and to secure the cost of maintenance and operation of such lift intends to register a Rentcharge against the Lots (see section 4.4, "Proposed Encumbrances"). Except as aforesaid, none of the Developer, the principal holder thereof or and its respective directors and officers, and persons providing goods or service to the Developer or any holders of the development units in connection with the Development have any conflicts of interest that could reasonably be expected to affect a Purchaser's purchase decision.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

- (a) Timberlanding is a residential area comprising fifty (50) residential fee simple lots on Alpine Way at Fernie Alpine Resort in Fernie, BC.

**FOURTH CONSOLIDATION
DISCLOSURE STATEMENT****TIMBERLANDING 1****January 2, 2019****Page 3**

The Development which is the subject matter of this Disclosure Statement is known as “**Timberlanding 1**” and comprises 27 lots which are shown as “Lots 1- 27” (taken together, the “Lots”) on the subdivision plan attached as Exhibit A.

The lands on which the Development is situated (the “Lands”) are within the Fernie Alpine Resort area (the “Resort Area”) of which the Fernie Alpine Resort (the “Resort”) is a part. The legal descriptions of the Lots are set out in Section 4.1. The civic addresses of the Lots will be assigned by the Regional District of East Kootenay (the “Regional District”) upon issuance of building permits for each of the Lots.

The Development consists of bare land fee simple lots only.

If market conditions warrant, the Developer may, in the future, in its sole discretion, construct a ski lift in the area of the Development. If, as and when such a lift is constructed, its operation will be paid for by way of a Rentcharge to be registered against title to the Lots at the time of their first purchase. (See Section 4.4, “Proposed Encumbrances”, item (c)). At this time, no decision has been made concerning the ski lift.

Purchasers are advised that the Developer makes no commitments in respect of any amenities or any further development at or near the Development, the Resort, or otherwise, except as expressly provided for herein.

By this Disclosure Statement, the Developer is marketing all of the Lots which have not yet been sold which are as follows:

PID 030-509-360, Lot 6 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-408, Lot 7 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-424, Lot 9 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-432, Lot 10 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-441, Lot 11 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-459, Lot 12 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-467, Lot 13 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-475, Lot 14 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-483, Lot 15 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-491, Lot 16 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-513, Lot 18 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-521, Lot 19 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-530, Lot 20 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-548, Lot 21 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-556, Lot 22 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-564, Lot 23 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-572, Lot 24 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-581, Lot 25 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-602, Lot 27 District Lot 8901 Kootenay District Plan EPP76410,

- (b) The Development does not share any facilities or services with other developments at the Resort, other than water and sewer services which are provided by the Utility.

2.2 Permitted Use

- (a) The Lands are within the geographical boundaries of the Regional District and are subject to its zoning bylaws. The applicable zoning bylaw is the "Regional District of East Kootenay – Elk Valley Zoning Bylaw #829, 1990" (the "Zoning Bylaw"). The Lots are zoned Single Residential (Urban – A) Zone: RS-1A. This zoning designation permits construction of either a single family dwelling (which may include a secondary suite) or a two family dwelling comprised of one building sharing a common roof and foundation and separated by a common wall. Further, this zoning allows for a "home occupation", which means that the home can be used for an occupation, service, profession or craft that is clearly incidental to the use of the home for residential purposes, and may include a bed and breakfast or a family day care. Further details of home occupation are outlined in the Zoning Bylaw. Other than for home occupation, the Lots may not be utilized for commercial or other purposes not ancillary to residential purposes
- (b) The Lands are also subject to the "Fernie Alpine Resort Official Community Plan Bylaw #2362, 2012 (the "OCP") which is applicable to all land within the Resort Area.
- (c) In addition to the Zoning Bylaw and the OCP, the Lots are also subject to further restrictions on use as outlined in Section 4, including that the lands may not be subdivided, by way of a subdivision plan, bare land strata plan, or strata plan.
- (d) For further about and details about zoning requirements and permissible uses purchasers may contact

Regional District of East Kootenay
Planning and Development Services
19 – 24th Avenue South
Cranbrook BC V1C 3H8
Phone: 250-489-2791
Fax: 250-489-3498
Email: planningdept@rdek.bc.ca

2.3 Building Construction

- (a) The Lots consist of bare, unimproved land with no structures in place. Purchasers will be responsible for the construction of any improvements on a Lot.
- (b) Pursuant to the Zoning Bylaw and the OCP, purchasers of the Lots will be responsible to obtain their own development and construction approvals and permits as applicable. Further, pursuant to a Section 219 Covenant (Build) registered against each of the Lots,

the form of which is attached hereto as Exhibit B, purchasers of the Lots will be required to obtain plan, design and obtain building approval from the Developer prior to submission to the Regional District for its plan and building approval process.

(c) An owner wishing to develop a Lot will also be required to adhere to the following restrictions:

a. Geotechnical Restrictions – Both the OCP and Section 219 Covenant (Geotechnical) restrict development on areas of the Lots.

i. OCP: Requires that a development permit be obtained for any development on an area with a slope equal to or exceeding 15%. To obtain the development permit, a Lot owner must provide a geotechnical investigation conducted to the satisfaction of the Regional District. With the exception of minor lot grading, development is not permitted on areas where the slope is in excess of 30%.

ii. Section 219 Covenant (Geotechnical): This Covenant, a copy of which is attached hereto as Exhibit C, divides the Development into two different zones based on geotechnical considerations. Lots which are designated Zone 1 are generally considered appropriate for development with minimal if any site specific remedial measures, and those portions of the development designated as Zone 2 may require additional remedial measures. These measures are outlined in a Geotechnical Report prepared by Douglas Clapp, P. Eng. (the “Geotechnical Report”). This Geotechnical Report is appended to the Section 219 Covenant (Geotechnical) at Exhibit C.

(d) Prior to any construction on the Lots, a purchaser must obtain a building permit from the Regional District as set out above.

3. **SERVICING INFORMATION**

3.1 Utilities and Services

(a) Water & Sewerage: The Development is serviced by a water system provided by the Utility. The Utility will bill each Lot owner for water use. A purchaser is responsible for connection fees to connect water services to any improvement constructed on a Lot. Each Lot is serviced to the lot line with water. Sanitary sewers will be installed to the lot line of each Lot. A purchaser is responsible for connection fees to connect sewer services to any improvement constructed on a Lot. The sewer system is maintained and operated by the Utility. The cost of the sewer utility is billed by the Utility to the owner of a Lot. The current connection fee payable by each purchaser for the connection of water and sewer service is **\$25,000.00 per Lot**. The connection fee is payable at the time of closing of the purchase of a Lot.

- (b) Electricity: The Development is serviced with electricity by British Columbia Hydro and Power Authority adjacent to the lot line. Each Lot will be separately metered for electricity. A purchaser of a Lot will be responsible for any fees for turning on or off such electricity service, and extending electrical services to any improvement constructed on a Lot.
- (c) Natural Gas: A natural gas line is installed adjacent to the lot line of each Lot by Fortis BC. The natural gas service provider is Fortis BC. Connection and usage charges on the Lots will be the responsibility of the individual purchaser.
- (d) Fire Protection: The Development is provided fire protection by the City of Fernie Fire Department under arrangements made between the Regional District and the City of Fernie.
- (e) Telephone: Telephone service is provided to each Lot by Telus Communications and telephone service will be provided by Telus Communications on application and on payment by an owner of the usual application, hook-up and usage charges.
- (f) Access: Access to the Resort Area is from Highway #3 onto Ski Hill Road. Access to the Development is from Ski Hill Road, Timberline Crescent and Alpine Way within the Resort Area.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The legal descriptions of the Lots owned by the Developer and marketed pursuant to this Disclosure Statement are as follows:

PID 030-509-360, Lot 6 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-408, Lot 7 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-424, Lot 9 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-432, Lot 10 District Lot 8901 Kootenay District Plan EPP76410,
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PID 030-509-548, Lot 21 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-556, Lot 22 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-564, Lot 23 District Lot 8901 Kootenay District Plan EPP76410,

PID 030-509-572, Lot 24 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-581, Lot 25 District Lot 8901 Kootenay District Plan EPP76410,
PID 030-509-602, Lot 27 District Lot 8901 Kootenay District Plan EPP76410.

the “Lots”.

4.2 Ownership

The Developer is the registered owner of the Lots.

4.3 Existing Encumbrances and Legal Notations

The following legal notations and encumbrances are presently registered in the Land Title Office against title to the Lots:

I. Legal Notations:

As to Lot 6

- (a) Annexed Restrictive Covenant XD30432. This restrictive covenant outlines terms and conditions for the development of other lands in the Resort Area in favour of the owners of the Lots, and owners of other lands in the Resort Area.
- (b) Annexed Easement XD4815 – This permits the owner of Lot A to access for maintenance purposes a dam and culvert structure located on Lot 29, District Lots 8900 and 8901 Kootenay District Plan 15604.
- (c) Annexed Easement XG29435. This permits the Owner of Lot A to access Block A Plan 1687 from Timberline Crescent. It is not relevant to the Development as the Development is located in another area of Lot A, to be accessed by other roads.
- (d) Notice of Permit under Part 26 of the Local Government Act, see CA4369728.
- (e) Notices of Permit under Part 26 of the Local Government Act, see CA5044642.

II. Existing Encumbrances

As to Lot 6:

- (f) Statutory Right of Way KN82946 in favour of BC Tel (now Telus). This is a blanket statutory right of way permitting the installation and maintenance of telephone and related services.
- (g) Covenant CA6917551 in favour of Resorts of the Canadian Rockies Inc. and Fernie Alpine Resort Utilities Corporation.

- (h) Rent Charge CA6917553 in favour of Resorts of the Canadian Rockies Inc. and Fernie Alpine Resort Utilities Corporation.
- (i) Covenant CA6917555 in favour of Her Majesty the Queen in Right of British Columbia and Regional District of East Kootenay.
- (j) Covenant CA6917557 in favour of Fernie Alpine Resort Utilities Corporation.
- (k) Rent Charge CA6917559 in favour of Fernie Alpine Resort Utilities Corporation.
- (l) Statutory Right of Way CA6917561 in favour of Fernie Alpine Resort Utilities Corporation.
- (m) Covenant CA6917563 in favour of Fernie Alpine Resort Utilities Corporation.
- (n) Statutory Right of Way CA6917564 in favour of Fernie Alpine Resort Utilities Corporation.
- (o) Rent Charge CA6917567 in favour of Fernie Alpine Resort Utilities Corporation.

As to Lots 7, 9 through 16, 18 through 25 and Lot 27

Encumbrances (g) through (o) inclusive.

Title Searches for Lots 6, 7, 9 through 16, 18 through 25 and Lot 27 are included at Exhibit D. Prospective purchasers are advised to review thoroughly all of the above encumbrances with their legal advisor prior to the expiration of any rescission period.

4.4 Proposed Encumbrances

The following additional encumbrances may be registered in the Land Title Office by the Developer against title to the Lots:

- (a) Rent Charge (Resort Services) in favour of the Developer, the form of which is attached as Exhibit E. Pursuant to this encumbrance, the Developer provides services to the Resort Area, including the Lots. Services which are the subject of this Rent Charge include street lighting, garbage removal and compound maintenance, tennis court and maintenance, cross-country ski trails and grooming, residential ski way trails and grooming, village beautification, signage, construction and maintenance of the village trail network, and fire infrastructure maintenance, all within the Resort Area;
- (b) Rent Charge (Lift Services) in favour of the Developer, the form of which is attached as Exhibit F. Pursuant to this encumbrance, owners of Lots pay an annual amount for the maintenance and operation of a ski lift which may be constructed at a future date (see Section 2.1 above);

- (c) Option to Purchase in favour of the Developer, in the form attached hereto in Exhibit H, granting the Developer the option to re-purchase a Lot for ninety per cent (90%) of the agreed sale price of the Lot plus the cost of any improvements thereon, at cost, in the event that:
- a. the Purchaser offers the Lot for sale to any party prior to the date which is the second anniversary of the date the Purchaser takes title to the Lot; or
 - b. the Purchaser does not obtain a Building Permit and Approval to Construct (as such is defined in a Section 219 (Build) Covenant referred to in 4.4(a) above) by the date which is the second anniversary of the date the Purchaser takes title to the Lot; or
 - c. if the Building Permit and Approval to Construct are obtained within the time required by paragraph 4.4(f)b. above, construction of a residential dwelling in accordance with the Section 219 (Build) Covenant is not commenced and completed by the date which is 24 months from the date the Approval to Construct is obtained;
- whichever is later.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liabilities in respect of the Development or against the Developer that may affect the Lots or owners of the Lots.

4.6 Environmental Matters

(a) Flooding Dangers

The Developer is not aware of any flooding dangers in respect of the Lands or any restrictions or requirements of the Province, the Regional District or any other applicable governmental authority relating to flood protection in respect of the Development.

(b) Condition of Soil and Subsoil or other Environmental Matters

The Developer is not aware of any dangers connected with the Development in respect of the condition of the soil or subsoil or other environmental matters affecting the Lots, except as provided for in the Geotechnical Report.

Purchasers are advised to conduct their own due diligence including, but not limited to, geotechnical and/or environmental matters in respect of the Lots and the Development, and the Developer makes no warranty, express or implied, as to environmental or geotechnical matters.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Construction of the Lots is complete.

Construction and servicing of future development lands surrounding the Development shall be completed at the discretion of the Developer having regard to economic feasibility, market demand, and technical considerations. **The Developer makes no representations or warranties with respect to any future development of lands beyond the Development whatsoever.**

5.2 Warranties

The Developer makes no warranties with respect to the Lots or the Development. The benefit of any warranty from any supplier of goods or services to the Developer will not be passed on to purchasers of the Lots.

6. APPROVALS AND FINANCES

6.1 Development Approval

Not applicable. The Development is complete.

6.2 Construction Financing

Not applicable. The Development is complete.

7. MISCELLANEOUS

7.1 Deposits

All deposits and other money received from a purchaser of a Lot shall be held in trust by the law firm Rockies Law Corporation in Cranbrook, British Columbia, or by licensed Real Estate Brokerages that may be retained to market the Lots, in the manner required by the *Real Estate Development Marketing Act* (British Columbia).

7.2 Purchase Agreement

Form of Agreement

The Developer intends to use the form of purchase agreement attached as Exhibit J.

(a) Termination Provisions

The form of purchase agreement used by the Developer and included herewith as an exhibit may not be terminated except in the following circumstances:

- i. It is not accepted by the Developer pursuant to Section 1.10 thereof;
- ii. The Purchaser's conditions precedent described in Section 1.6 are not waived or declared fulfilled in writing;
- iii. It is rescinded in accordance with Section 1.11; or
- iv. Upon the default of the Purchaser in completing the purchase and sale thereunder in a timely manner.

(b) Extension of Time

Not applicable.

(c) Assignment

The purchase agreement provides that it cannot be assigned without the consent of the Developer, which consent may be arbitrarily withheld. This means that the Developer may refuse to allow an assignment or may require a fee in order to agree to an assignment in its discretion.

(d) Interest on Deposits

The purchase agreement provides that interest on deposits, if any, shall be credited to the Developer and the Developer's solicitors shall not be under any obligation to place any deposits in any interest bearing trust account.

7.3 Developer's Commitments

Not applicable.

7.4 Other Material Facts

None.

[BALANCE OF PAGE INTENTIONALLY BLANK – SIGNATURES ON FOLLOWING PAGE]

STATEMENT RE: DEEMED RELIANCE

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 defenses available under section 22 of the *Real Estate Development Marketing Act*.

DEVELOPER'S 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 January 2, 2019.

RESORTS OF THE CANADIAN ROCKIES INC.,

"Larry Moeller"

Per: Larry Moeller
Authorized Signatory

The Director of **RESORTS OF THE CANADIAN ROCKIES INC.,**
in his personal capacity:

"Larry Moeller"

Larry Moeller

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 45 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

ROCKIES LAW CORPORATION (Client No. 10787)

Barristers & Solicitors

201 - 907 Baker Street

Cranbrook

BC V1C 1A4

Ph: 250-426-7211

File: 134751 RCR

Ref: Build Covenant

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date		
Y	M	D

Transferor(s) Signature(s)

**Resorts of the Canadian Rockies
 Inc. by its authorized signatory(ies):**

 Print Name:

 Print Name:

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.

EXHIBIT B

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 45 PAGES

Officer Signature(s)

Execution Date

Y M D

Transferor / Borrower / Party Signature(s)

BANK OF MONTREAL by its
authorized signatory(ies):_____
Print Name:_____
Print Name:EDCO CAPITAL CORPORATION by its
authorized signatory(ies):_____
Print Name:_____
Print Name:FERNIE ALPINE RESORT UTILITIES
CORPORATION by its authorized
signatory(ies):_____
Print Name:_____
Print Name:

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.

EXHIBIT B

LAND TITLE ACT
FORM E

SCHEDULE

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP76410**STC for each PID listed below? YES ☐

{PID} [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR LOT 1 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 2 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 3 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 4 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 5 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 6 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 7 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 8 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 9 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
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NO PID NMBR LOT 14 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 15 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 16 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 17 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 18 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 19 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
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NO PID NMBR LOT 21 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 22 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 23 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410
NO PID NMBR LOT 24 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN EPP76410

**LAND TITLE ACT
FORM E****SCHEDULE****PAGE 4 OF 45 PAGES****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****Covenant****S. 219 Covenant****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****Priority Agreement****Granting S. 219 Covenant filed with one registration number less than this Priority Agreement priority over Mortgage KL130073, extended by KM126258 and modified by KM126260 and Assignment of Rents KL130074, extended by KM126259 and modified by KM126261****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****Priority Agreement****Granting S. 219 Covenant filed with one registration number less than this Priority Agreement priority over Mortgage KR85494, extended by LB309620****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****Priority Agreement****Granting S. 219 Covenant filed with one registration number less than this Priority Agreement priority over Mortgage KR85495 extended by LB309621****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION**

EXHIBIT B

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 INSTRUMENT FORM.

5. TRANSFERORS:

RESORTS OF THE CANADIAN ROCKIES INC., Inc. No. A100476 (as to S. 219 Covenant)

BANK OF MONTREAL (as to Priority)

EDCO CAPITAL CORPORATION, Inc. No. A55283 (as to Priority)

6. TRANSFEREES:

RESORTS OF THE CANADIAN ROCKIES INC., INC. NO. A100476
1505 - 17TH AVENUE S.W.
CALGARY, AB
T2T 0E2

AND:

FERNIE ALPINE RESORT UTILITIES CORPORATION INC. NO. A0063131
1505 - 17TH AVENUE S.W.
CALGARY, AB
T2T 0E2

EXHIBIT B

LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

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SECTION 219 COVENANT (BUILD)

BETWEEN:

Purchaser of Lot #*
(the “Grantor” or “Owner”)

AND:

RESORTS OF THE CANADIAN ROCKIES INC.,
INC. NO. A100476
1505 - 17TH AVENUE S.W.
CALGARY, AB
T2T 0E2

(“RCR” and/or the “Grantee”)

AND:

FERNIE ALPINE RESORT UTILITIES CORPORATION
(Incorporation No. A0063131)
1505 - 17TH AVENUE S.W.
CALGARY, AB
T2T 0E2

(“FARUC”)

(taken together, the “Grantee”)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the lands and premises situated at Fernie Alpine Resort, British Columbia and more particularly known and described as follows:

(legal description to be inserted)

(the “Lands”);

- B. In accordance with section 219 of the *Land Title Act*, a covenant of a negative or positive nature may be registered against title to the land subject to the covenant in favour of any person designated in accordance with such provision, on terms and conditions he or she thinks proper, as covenantee, and, subject to the *Land Title Act*, is enforceable against the covenantor and the successors in title of the covenantor even if the covenant is annexed to land owned by the covenantee;
- C. The Grantee has been designated under section 219(3)(c) of the *Land Title Act*, evidence of which designation has been registered in the Kamloops/Nelson Land Title Office;
- D. The Grantee requires that the Owner enter into this Covenant with the Grantee in accordance with section 219 of the *Land Title Act* and the Owner has agreed to do so; and
- E. The Grantee hereby attests that the Lands encumbered by this Covenant do not lie within the Agricultural Land Reserve.

THEREFORE, in consideration of the amount of \$1.00 now paid by the Grantee to the Owner, the covenants and agreements set out herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby covenant and agree as follows:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Covenant, the following terms have the following meanings:

- (1) “Action” means any demand, claim, cause of action, action, suit or proceeding of any kind or nature whatsoever, and whether brought or made in a court proceeding, arbitration proceeding or otherwise.
- (2) “Approval to Construct” has the meaning assigned to such term in section 4.1(5).
- (3) “Auxiliary Building” means a Building that is ancillary or subordinate to the Building containing the principal use on a parcel.
- (4) “Basement” means the space in a Building between two floor levels, the lower of which is situated between 0.6 metre and 1.5 metres below Grade.
- (5) “BC Building Code” means The British Columbia Building Code 2012, as amended, superseded and in effect from time to time.
- (6) “BC Electrical Code” means The British Columbia Electrical Code 2012, as amended, superseded and in effect from time to time.

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- (7) "BC Fire Code" means The British Columbia Fire Code 2012, as amended, superseded and in effect from time to time.
- (8) "Building" means any structure that encloses or shelters a use, including, without limitation, any garage.
- (9) "Business Day" means a day that is not a Saturday, a Sunday, a statutory holiday in British Columbia, Easter Monday or Boxing Day.
- (10) "Certificate of Completion" has the meaning assigned to such term in section 5.5.
- (11) "Covenant" and "this Covenant" mean the General Instrument, together with these Terms of Instrument, as may be modified and supplemented in the General Instrument.
- (12) "Damage" means any loss, cost, damage, expense or liability of any kind or nature whatsoever, including that in respect of negligence, negligent misrepresentation or mis-statement, failure to warn, nuisance or other tort, personal injury, death, contract damage or debt, economic loss, consequential damage and any legal or other professional fee or disbursement in respect of any of the foregoing and any tax on any of the foregoing.
- (13) "Design Criteria" means the building design criteria attached as Schedule B hereto.
- (14) "Develop" means to carry out any Improvement or to otherwise change the use of any land, Building or structure, or to carry out any construction, engineering or other operations whatsoever on, in, over or under land or land covered by water, including removal or deposit of soil, and site clearing, grading and excavation, but does not include the maintenance or repair of any existing works, structures or Buildings and "Development" has a corresponding meaning.
- (15) "Development Approval" means any inspection, review, approval, certificate, authorization, permission or acceptance carried out, made, issued or granted by the Grantee or any Grantee's Representatives, including, without limitation, any Approval to Construct or Certificate of Completion.
- (16) "Grantee" means Resorts of the Canadian Rockies Inc., the party described as the "Transferee" in the General Instrument, being the grantee under this Covenant, and the successors and assigns thereof.
- (17) "Grantee's Representatives" means any person who is a Related Person to the Grantee and any person duly authorized to represent the Grantee or any Related Person, including any officer, director, employee, agent, contractor,

EXHIBIT B

subcontractor, consultant or advisor of the Grantee or any Related Person so authorized.

- (18) "Dwelling Unit" means two or more rooms used or intended to be used for residential accommodations, containing cooking, sleeping and sanitary facilities, and which has no more than one set of cooking facilities.
- (19) "Emergency Services" means any emergency services or programs, including any police, fire, ambulance or 911 services.
- (20) "General Instrument" means any *Land Title Act* General Instrument (including any Form C, Form D or Form E included therein) which incorporates this Terms of Instrument.
- (21) "Improvements" means all Buildings, structures, works, utilities, services, landscaping and other improvements whatsoever, by whomsoever made, which are at any time and from time to time affixed to or erected or constructed in, on, under or above the Lands (including all Services and Facilities situated in, on, under or above the Lands) or affixed to any other Improvement.
- (22) "Interest Rate" means the interest rate equal to the Prime Rate plus 4% per annum.
- (23) "Lands" means the lands legally described in item 2 of the *Land Title Act* Form C (including any Form E attached thereto) which incorporates this Terms of Instrument, including any lot, strata lot (including any bare land strata lot), common property, limited common property or other parcel into which such lands may be subdivided and including the surface, under-surface and ground water on, in or under such lands.
- (24) "*Land Title Act*" means the *Land Title Act* (British Columbia), as amended from time to time.
- (25) "Law" means any law, statute, regulation, bylaw, resolution, ordinance, code, standard, policy, guideline, notice, appointment, directive, decision, order or lawful requirement of, or issued by or under the direction or authority of, any Lawful Authority.
- (26) "Lawful Authority" means any federal or other government or governmental authority, office or official having jurisdiction, including any authorized delegate, appointee, board, bureau, commission, department, administrative agency or regulator body thereof, including any police or fire authority.

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- (27) "Lot" includes any lot or parcel into which the Lands or a Lot are divided, whether by subdivision plan, strata plan, bare land strata plan or otherwise howsoever and includes the common property of any strata plan or bare land strata plan.
- (28) "Obligation" means any duty, obligation or liability whatsoever, including that arising under any acknowledgement, covenant, agreement, representation, warranty, release, indemnity, breach or default.
- (29) "Occupancy" means the use or intended use of a Building or portion thereof for the shelter or support of persons, animals or property and "occupation" and "occupy" have corresponding meanings, unless the context requires otherwise.
- (30) "Owner" means the party described as the "Transferor" in the General Instrument, being the grantor of this Covenant, and the successors in title thereof, including the owner or owners of each Lot.
- (31) "Lot Line" means the legal boundary of a Lot as show on a plan deposited at the Land Title Office.
- (32) "Party" means a party to this Covenant and "parties" means any or all of them.
- (33) "Person" means any individual, corporation, body corporate, partnership, joint venture, association, society, or unincorporated organization or any trustee, executor, administrator or other legal representative.
- (34) "Plans and Specifications" has the meaning the assigned to such term in section 4.2.
- (35) "Premises" means the Lands or a Lot and the Improvements.
- (36) "Prime Rate" means:
 - (a) the floating annual rate of interest expressed as a percentage established from time to time by the main branch in Vancouver, British Columbia of the Royal Bank or its successor, or such other bank as may be designated by the Grantee, acting reasonably (the "Bank"), as the base rate it will use to determine rates of interest charged by it for Canadian dollar commercial demand loans made by it in Canada and designated by the Bank as its "prime rate"; or
 - (b) if at any time the Bank does not exist or does not publish its "prime rate," then the "Prime Rate" will be the "prime rate" published by another Schedule A bank designated by the Grantee, acting reasonably and if no

“prime rate” is so published, then such other rate as is established by the Grantee, acting reasonably.

- (37) “Project” means a Single Family Home or Duplex Dwelling Unit.
- (38) “Related Person” in respect of any person, means:
 - (a) any affiliate of such person, within the meaning of the *Business Corporations Act* (British Columbia) or the *Canada Business Corporations Act*;
 - (b) any associate of such person, within the meaning of the *Business Corporations Act* (British Columbia) or the *Securities Act* (British Columbia); and
 - (c) any partnership, including a limited partnership, in which such person is a partner.
- (39) “Security Deposit” has the meaning assigned to such term in section 4.4.
- (40) “Services and Facilities” means all on-site and off-site services, utilities, amenities and facilities in respect of or for the use of the Premises, including any roads, curbs, walkways, sidewalks, trails, street lighting, parks, common areas, community facilities, recreation facilities, water, sanitary sewer, garbage or solid waste removal or disposal, storm drainage or other drainage facilities, natural gas, propane, fuel, telephone, electricity, lighting, cablevision, communication, heating, energy, geothermal energy, ventilation or air conditioning services and facilities.
- (41) “Site Development Criteria” means the site development criteria attached as Schedule A hereto.

1.2 Lot by Lot Basis. With respect to each Lot:

- (1) the Obligations of the Owner of any Lot will only be those Obligations which are applicable in respect of that Owner’s Lot or any other Lot owned by that Owner and, without limiting the generality of the foregoing, the Owner of any Lot will only be liable for the payment to the Grantee of any amount payable under this Covenant in respect of that Owner’s Lot or any other Lot owned by that Owner;
- (2) the Owner of any Lot will not be affected by any default under this Covenant relating to another Lot other than a default by that Owner or a default in respect of that Owner’s Lot or the Improvements thereon; and

- (3) the rights and remedies of the Grantee under this Covenant may only be exercised by the Grantee in respect of any Lot for which there has been a default under this Covenant.

- 1.3 Headings and References. The headings used in and the organization of this Covenant are solely for convenience of reference and will not in any way affect, limit, amplify or modify any of the terms or conditions hereof and will not be used in any way in the interpretation hereof. Any reference in this Covenant to an Article, section, subsection, paragraph or Schedule will mean an Article, section, subsection, paragraph or Schedule of this Covenant, unless otherwise expressly provided.
- 1.4 Non-limiting. The word “including”, when following any statement, will be construed broadly, to refer to all other things that could reasonably fall within the scope of such statement, whether or not non-limiting language (such as “without limitation” or “without limiting the generality of the foregoing”) is used with reference thereto.
- 1.5 Number. In this Covenant, the singular includes the plural and the plural the singular, as the context permits or requires.
- 1.6 References to Laws. A reference in this Covenant to any Law includes and is a reference to all amendments made thereto as in force from time to time, and to any Law that may be passed which has the effect of supplementing or superseding any such Law, and any regulations or other requirements made pursuant to any of the foregoing.
- 1.7 Terms Mandatory. The words “will”, “shall” and “must” will be construed as being mandatory.
- 1.8 Schedules. The following are the Schedules to this Covenant:
- Schedule A - Site Development Criteria
 - Schedule B - Design Criteria
 - Schedule C - Grantee’s Current Fee and Security Deposit Schedule

ARTICLE 2 – USE AND SUBDIVISION

- 2.1 Permitted Uses.
- An Owner shall comply with all applicable zoning bylaws, any official community plan, or other law or regulation of any competent governmental authority relating to the Lands or a Lot.
- 2.2 Specific Restrictions on Use. Without limiting the generality of section 2.1, the Owner acknowledges and agrees that:

- (1) no temporary structure, trailer or temporary residence will be permitted within or on a Lot or the Lands except with the prior written consent of the Grantee in its absolute discretion and the Grantee may require the posting of security or impose other requirements as a result of any such consent;
- (2) no unlicensed vehicle, recreational vehicle, snowmobile, boat, commercial vehicle, house trailer, travel trailer, boat trailer, snowmobile trailer or other trailer whatsoever, manufactured home, mobile home, sea can, trailer home camper, other vehicle or structure designed for or capable of providing overnight accommodation, commercial truck or other commercial vehicle, machinery or equipment will be permitted within the Lands, except within wholly-enclosed garages or other Buildings;
- (3) the Owner will not install or use any propane tanks or similar tanks (other than in connection with a propane barbeque).
- (4) the Owner will not keep or permit any person to keep any horses, cattle, sheep, pigs or any other farm animal or domesticated farm animal on his or her Lot or any other Lot or anywhere else within the Lands.

2.3 Signage. No signage of any kind visible from anywhere outside the Premises will be permitted within the Lands, except the following:

- (1) a small and unobtrusive sign maximum of 2 sq. ft. identifying a home owner or property name;
- (2) a standard realtor's "For Sale" sign or reasonable "For Sale by Owner" sign maximum of 20" x 30" when the Premises are for sale; and
- (3) signage identifying the house number for a Lot.

No other signage of any kind visible from anywhere outside the Premises will be erected or installed without the prior written approval of the Grantee, in its absolute discretion.

2.4 Restriction on Subdivision. The Owner will not subdivide a Lot, by way of subdivision plan, bare land strata plan, or strata plan, except by way of consolidation with another Lot.

ARTICLE 3 – GENERAL RESTRICTIONS ON AND REQUIREMENTS FOR DEVELOPMENT

3.1 General Restrictions and Requirements. The Owner will not Develop, occupy or use or permit any person to Develop, occupy or use the Premises or any portion thereof except:

- (1) in compliance with all applicable Laws, including, without limitation, zoning bylaws, the BC Building Code, BC Electrical Code, BC Plumbing Code and BC Fire Code;
- (2) in compliance with:
 - (a) the Plans and Specifications approved in accordance with section 4.19;
 - (b) any requirements set out in the Approval to Construct in connection with such Development;
- (3) all terms, conditions and requirements set out in this Covenant; and
- (4) all encumbrances or charges registered against title to a Lot .

3.2 Requirements for Approval to Construct and certificate of Completion. The Owner will not:

- (1) Develop or cause or permit any person to Develop the Premises or any portion thereof unless an Approval to Construct has been issued in accordance with section 4.5; or
- (2) occupy or use or cause or permit any person to occupy or use the Premises or any portion thereof for any purpose other than in accordance with this Covenant and unless a Certificate of Completion is issued by a competent governmental authority.

3.3 Roads and Services. The Owner will not occupy or use or permit any person to occupy or use the Premises or any portion thereof for any purpose other than the Development of the Premises in accordance with this Covenant unless and until water, sanitary sewer, storm sewer and electricity services have been installed in accordance with this Covenant. Water and Sanitary services are available through FARUC and all residents are required to connect to water and sewer services supplied by FARUC.

3.4 Wastewater Pump Stations. Developments are encouraged to set grades accordingly to utilize a gravity feed line from the Building to the main sewer line. In cases where this is not possible, no Building on any Lot may be occupied or used until any required pumpstation works have been completed and are operable in accordance with the applicable Building or Plumbing Code. Any required pumpstation works will be designed, installed, operated, inspected, maintained and repaired by and at the expense of the Owner in respect of the Lot and the Grantee will not have any duty or obligation whatsoever in respect thereof.

ARTICLE 4 – REQUIREMENTS FOR APPROVAL TO CONSTRUCT

- 4.1 Restriction on Development. No portion of the Premises will be Developed, and the Owner will not carry out or permit to be carried out any Development in respect to any portion of the Premises until:
- (1) the Owner has submitted to the Grantee all of the following:
 - (a) an application for an Approval to Construct in respect of the Development, in the form established by the Grantee, if any;
 - (b) the Plans and Specifications in respect of the proposed Development, as set out in section 4.2;
 - (c) the Grantee's fees, charges and deposits, as described in section 8.1;
 - (d) the Security Deposit, as set out in section 4.4; and
 - (e) such further and other documents, instruments and assurances as may be required by the Grantee, acting reasonably.
 - (2) the Owner has obtained any permit, licence or other approval required by any applicable Lawful Authority in connection with the Development and provide the Grantee with reasonable evidence thereof, if requested by the Grantee;
 - (3) the Owner has satisfied any other reasonable requirements of the Grantee; and
 - (4) the Grantee has issued an Approval to Construct for the Development in accordance with this Covenant.
- 4.2 Plans and Specifications. Except as otherwise permitted herein, prior to carrying out any Development, the Owner will provide to the Grantee for its review the plans, specifications, samples and other documents and materials described in Schedule B and any other plans, specifications, samples and other documents as are required by the Grantee (the "Plans and Specifications") in respect of the proposed Development. The Plans and Specifications must describe the proposed Development in reasonable detail.
- 4.3 Fees. At the time of the delivery to the Grantee of any Plans and Specifications for approval by the Grantee in connection with any Development, the Owner will pay to the Grantee its fees established by the Grantee, acting reasonably, in accordance with section 8.1.
- 4.4 Security Deposit. At the time of the delivery to the Grantee of any Plans and Specifications for approval in connection with any Development, the Owner will post with the Grantee a security deposit (the "Security Deposit") in the form of a clean,

irrevocable letter of credit issued by a financial institution satisfactory to the Grantee and in the form and content approved by the Grantee, acting reasonably, in accordance with section 8.1. The Owner may, at his or her election, post the Security Deposit by way of a certified cheque or bank draft, in which case the Grantee will deposit such amount in a trust account or certificate of deposit, with interest earned for the benefit of the Owner, unless the Security Deposit is forfeited to the Grantee in accordance with the terms hereof. The Security Deposit will be held by the Grantee to secure the Owner's obligation to complete the Development that is subject to the Security Deposit within the time set out in the Covenant, and:

- (1) all of the Security Deposit will be absolutely forfeited to the Grantee if the Owner does not satisfy any of its obligations set out in any of sections 5.1 to 5.3 within the times set out therein;
- (2) for a default in respect of any obligation other than an obligation set out in sections 5.1 to 5.3, the Security Deposit, or the relevant portion thereof, as applicable, will be absolutely forfeited to the Grantee on account of any damages payable to the Grantee in accordance with this Covenant in respect of a matter occurring prior to the time that the Security Deposit is returned to the Owner, without prejudice to any other right or remedy of the Grantee, including, without limitation, the right to damages in excess of the amount of the Security Deposit; and
- (3) subject to sections 4.4(1) and (2), the Security Deposit, or any remaining portion thereof, if any, will be returned to the Owner if the Owner satisfies all of its obligations set out in sections 5.1 to 5.3 within the times set out therein, provided that if the Owner has satisfied all of such obligations other than those in respect of the completion of landscaping and the Owner is not able to complete the landscaping obligations due to seasonal considerations, the Grantee will return to the Owner all but 50% of the Security Deposit.

If at any time any Security Deposit or any portion thereof is forfeited to the Grantee, the appropriate Owner will replenish the Security Deposit or the forfeited portion, as applicable, forthwith upon demand by the Grantee.

4.5 Grantee's Review of Plans/ Issuance of Approval to Construct.

- (1) The Grantee will review and consider any Plans and Specifications submitted to the Grantee in a reasonably timely manner and either approve or reject such Plans and Specifications and provide the Owner with written notice thereof. If the Grantee rejects any Plans and Specifications, the Grantee will provide the Owner with written reasons for such rejection.

EXHIBIT B

- (2) No Development shall proceed until approval is given and the owner has received an Approval to Construct by the Grantee.
- (3) In considering whether or not to approve of any Plans and Specifications, the Grantee may consider such factors as it considers relevant, including, without limitations, the following:
 - (a) Building siting and setbacks;
 - (b) screening and Building Height;
 - (c) provision of parking, including the amount, location and standards thereof;
 - (d) general architectural aesthetics;
 - (e) landscaping;
 - (f) exterior layout;
 - (g) conformance with the Site Development Criteria, Design Criteria and Landscaping Criteria, as amended from time to time;
 - (h) exterior materials and colours;
 - (i) the use of water conservation equipment, materials and methods, all of which are required by the Utility Corporation;
 - (j) the use of BC Hydro PowerSmart measures; and
 - (k) compliance with encumbrances registered against title to a Lot;
 - (l) compliance with the Design Criteria as specified in Schedule B.

For greater certainty, the Grantee will not review the Plans and Specifications with respect to compliance with any applicable code or Law, including the BC Building Code, construction materials that do not relate to the design criteria as specified in Schedule B, roof slopes or snow dump, or any geotechnical aspects that may affect the construction or erection of any building or structure on a Lot.

- (4) If the Grantee rejects any Plans and Specifications, the Grantee may, in its absolute discretion, as part of such rejection, make recommendations for modifications to such Plans and Specifications and may discuss its reasons for rejection or recommendations with the Owner.

EXHIBIT B

- (5) The Owner may modify the Plans and Specifications and re-submit them to the Grantee for approval in accordance with section 4.1 of this Covenant, in which case this section 4.5 will apply to such re-submitted Plans and Specifications.
 - (6) Provided that the Owner has complied with this Article 4, if the Grantee approves of any Plans and Specifications, the Grantee will issue a permit (an "Approval to Construct") in respect of the Development or Improvement contemplated thereby, in the form established by the Grantee.
 - (7) The Grantee will have the full authority to determine, in the absolute discretion of the Grantee, whether or not to approve any Plans and Specifications, provided always that the Grantee will act in good faith and will not act arbitrarily. Without limiting the generality of the foregoing, the Grantee, in its absolute discretion, may waive compliance with any of the restrictions or requirements set out in this Covenant, but no such waiver will be effective unless it is made in writing.
- 4.6 Conditions to Approval of Plans and Specifications. The Grantee may place conditions upon the approval of any Plans and Specifications and the Owner will comply with any such conditions. Without limiting the generality of the foregoing, in the case of any Development resulting in a material change to any existing Improvements, the Grantee may restrict or prohibit occupancy of Improvements until the completion of the Development and the issuance of a new Certificate of Completion in respect thereof.
- 4.7 Revisions to Plans and Specifications. If there are any material alterations to any approved Plans and Specifications, the Owner will submit such alterations to the Grantee for review and approval in accordance with section 4.1 as if they were in respect of new Development.
- 4.14 Alterations, Maintenance and Repairs. Subject to section 4.1, no material alteration to or modification, maintenance or repair of any Improvement will be carried out unless Plans and Specifications are submitted to and approved by the Grantee in accordance with this Covenant and unless the Owner complies with all other provisions of this Covenant in respect thereof as if it were a new Improvement.
- 4.15 Role of FARUC. Notwithstanding anything in this Covenant to the contrary, FARUC's rights and obligations in this Covenant shall be restricted to matters pertaining to the provision of water and sewer services in respect of a Development only and all other matters in respect of a Development shall be dealt with solely by RCR.

ARTICLE 5 – COMPLETION OF DEVELOPMENT

5.1 Time Deadline for Carrying Out of Project on the Lots. The Owner agrees that for each Lot:

- (1) The Owners shall submit the Plans and Specifications and receive the Approval to Construct within twenty four (24) months from the date of registration of the transfer of title of the Lot to the Owner; and
- (2) The Owner shall complete the construction, including landscaping, within twenty-four (24) months from the date of issuance of the Approval to Construct,

failing which the Security Deposit, or such portion thereof as is payable in accordance with Section 10.4(1), will be absolutely forfeited to the Grantee, as damages without prejudice to any other right or remedy of the Grantee, including, without limitation, the right to claim any amount in excess of any Security Deposit.

5.2 Time Limit on Approved Plans and Specifications. Once any Plans and Specifications in respect of any Development have been approved by the Grantee, if the Owner does not either;

- (1) commence carrying out of such Development within 24 months of issuance of such approval, as evidenced by the issuance of an Approval to Construct and the on-site commencement of excavation, footings and foundations; or
- (2) complete such Development within 24 months of the issuance of such approval, as evidenced by a Certificate of Completion in respect thereof,

the Security Deposit, or such portion thereof as is payable in accordance with section 10.4(1), will be absolutely forfeited to the Grantee as damages, without prejudice to any other right or remedy of the Grantee, including, without limitation, the right to claim any amount in excess of the Security Deposit, the Approval to Construct in respect of such Plans and Specifications will be deemed to be void and the Owner must re-submit to the Grantee Plans and Specifications in respect of such Development, or any uncompleted part thereof, and fulfil any other requirements under this Covenant as if the Owner was carrying out new Development, including provision of a further Security Deposit.

5.3 Completion of Development Once Commenced. Once any Development has been commenced on any Lot:

- (1) the Owner will diligently carry out such Development in accordance with the approved Plans and Specifications and not unduly delay or discontinue the carrying out of such Development; and

- (2) the Owner will complete such Development, as evidenced by the issuance of a Certificate of Completion in respect thereof within the 24 month period after the commencement of such Development, as evidenced by the issuance of an Approval to Construct and the on-site commencement of excavation, footing and foundations,

failing which the Security Deposit, or such portion thereof as is payable in accordance with section 10.4(1), will be absolutely forfeited to the Grantee as damages, without prejudice to any other right or remedy of the Grantee, including, without limitation, the right to claim any amount in excess of any Security Deposit.

- 5.4 Owner's Obligations Upon Completion. Upon completion of any Development for which the Grantee has approved Plans and Specifications in accordance with Article 4, the Owner will deliver to the Grantee a Final Inspection Certificate or Certificate of Occupancy issued by a competent governmental authority.
- 5.5 Issuance of Certificate of Completion. Subject to section 5.6, upon delivery of the documents set out in section 5.4, the Grantee will deliver to the Owner a certificate of completion (the "Certificate of Completion") in respect of the Development, in the form and content established by the Grantee.
- 5.6 Grantee's Discretion to Withhold Certificate. Notwithstanding sections 5.4 and 5.5, the Grantee may withhold the issuance of any Certificate of Completion in respect of any Development if the Owner has not completed the Development in accordance with the requirements set out in or arising under this Covenant.

ARTICLE 6 – COMPLIANCE WITH LAWS/CONSTRUCTION PRACTICES

- 6.1 Compliance with Laws. The Owner will:
 - (1) observe and comply with all Laws applicable to the Owner's Premises or the Owner; and
 - (2) procure and comply with all necessary permits, licences and other authorizations from time to time required by any Lawful Authority with respect to the Owner's Premises or any Development, maintenance, use or occupation thereof or any business or undertaking conducted thereon or therefrom,
- 6.2 Construction Practices. In carrying out any Development, the Owner will comply with all of the following:

EXHIBIT B

- (1) no work will be carried out except between the hours of 8:00 a.m. and 6:00 p.m. on Business Days and between the hours of 10:00 a.m. and 6:00 p.m. on any day that is not a Business Day;
- (2) the Owner will comply with all construction, development, burning and other restrictions imposed by any Lawful Authority, including those related to fire and forestry practices; and
- (3) the Owner will carry out all work in accordance with good construction practices and, without limiting the generality of the foregoing:
 - (a) the Owner will not damage any other lands adjacent to or in the vicinity of a Lot and if the Owner does cause any such damage, the Owner will forthwith repair the same, failing which the Grantee may do so at the expense of the Owner in accordance with the procedures set out in section 10.3 and may apply the Owner's Security Deposit in respect thereof, all without prejudice to any the other right or remedy of the Grantee;
 - (b) the Owner will use reasonable efforts to minimize noise, dust and other nuisances and disruptions;
 - (c) the Owner will use all reasonable efforts to ensure the protection of trees, vegetation, watercourses and other parts of the environment; and
 - (d) the Owner will not store any construction equipment or materials excepting on the Owner's Lot, and will not store any construction equipment or materials on any adjacent Lots or roads.

ARTICLE 7 – MAINTENANCE, LANDSCAPING, NUISANCE, WASTE AND RUBBISH

7.1 Maintenance and Repair of Premises. The Owner will, at the expense of the Owner, at all times, repair, renew, replace and maintain:

- (1) all Improvements forming part of the Owner's Premises in a good and workmanlike manner to reasonable and safe standards of upkeep and repair and in accordance with this Covenant and all applicable Laws, including all work to remedy any defects in construction or of a structural nature; and
- (2) all landscaped and open areas within the Owner's Premises in a neat, tidy, clean and attractive condition,

in every respect as would a careful owner in occupation, excepting reasonable wear and tear only insofar as is not inconsistent with the foregoing. The Owner will not cause or

permit any Improvement on Lot to deteriorate or become unsightly or incompatible with the general character of the neighbourhood in which the Lands are situated, whether as a result of lack of regular and reasonable upkeep, maintenance and repair, or for any other reason whatsoever.

- 7.2 Landscaping of Premises. The Owner will maintain, keep up and replace any landscaping, trees and other vegetation within the Owner's Premises in a good and workmanlike manner, in accordance with reasonable landscaping standards, having regard to the landscaping that was approved by the Grantee.
- 7.3 Damaged Improvements. The Owner will not permit any damaged Improvements within the Owner's Premises to remain in its damaged state unless the Owner is diligently pursuing reasonable steps to either repair the damaged Improvement to its pre-damaged condition or to completely remove the damaged Improvement and restore and clean up the Owner's Premises in a good and workmanlike manner forthwith after such removal, all in accordance with this Covenant and any applicable Laws.
- 7.4 Nuisance. The Owner will not cause, permit or suffer any nuisance to be created on or to emanate from the Owner's Premises, however caused.
- 7.5 Waste. The Owner will not cause, permit nor suffer the commission of any waste at, on, within or in respect of the Owner's Premises.
- 7.6 Rubbish. The Owner will not cause, permit or suffer any rubbish, garbage, waste or debris on or within the Owner's Premises, except as may be reasonably necessary in accordance with the uses permitted under this Covenant and in accordance with any Law. All rubbish, waste and debris must be kept in suitable containers and in any event not in an unsightly manner. Any rubbish, garbage, waste or debris outside of a Building must be kept in a bear-proof container or facility. The Owner will be diligent about the removal of any such rubbish, garbage, waste or debris from the Owner's Premises and will recycle all materials which may reasonably be recycled.
- 7.7 Construction Site Clearing Waste. All stumps and other waste from site clearing or Development will not be burned anywhere within the Lands and will be removed to and disposed of at an area designated or approved by the Grantee in accordance with any requirements of the Grantee, including any requirements in respect of disposal charges.

ARTICLE 8 – GRANTEE'S FURTHER RIGHTS AND POWERS

- 8.1 Grantee's Fees, Charges and Deposits. Prior to carrying out any Development, the Owner will:

- (1) pay any fees as may be reasonably charged by the Grantee for any review, consent or approval required or given pursuant to or in connection with the proposed Development; and
- (2) post any deposits and security as may be reasonably required by the Grantee.

The Grantee's schedule of such fees, charges and deposits as of the date of this Covenant is set out in Schedule C hereto and the Owner acknowledges and agrees that such fees, charges and deposits are reasonable and appropriate. All fees and charges do not include GST or any other tax or charge thereon and the Owner will pay all GST and other taxes and charges payable on all fees and charges.

8.2 Delegation. The Grantee may delegate to any person or committee or group of persons any of the Grantee's functions, rights, powers, authorities, remedies, duties or obligations under this Covenant.

8.3 Grantee's Access. The Owner acknowledges and agrees that the Grantee and the Grantee's Representatives may enter onto the Premises, with or without any required vehicles, machinery and equipment, for any of the following purposes:

- (1) inspecting the Premises or any portion thereof for the purpose of confirming whether or not the Owner is carrying out its Obligations under this Covenant, any other agreement between the Owner and the Grantee or pursuant to any Law; or
- (2) exercising any of the rights of or performing any of the Obligations of the Grantee under this Covenant,

provided that in so doing the Grantee and the Grantee's Representatives will take reasonable steps to minimize any interference or inconvenience to the Owner and will exercise such rights during normal working hours and provide the Owner with reasonable prior written notice of the exercise of such rights except in the case of an emergency.

8.4 Grantee's Approvals and Consents. Notwithstanding any approval or consent whatsoever given by the Grantee under or in connection with this Covenant, by such approval or consent the Grantee will not be deemed:

- (1) to have waived or impaired any Obligation of any person arising under this Covenant or any letter, assurance or document in connection herewith; or
- (2) to have waived or impaired any right or remedy of the Grantee arising under or in connection with this Covenant,

and no such approval or consent will be construed as approval of or consent to any similar or other matter or thing or as an indication of the circumstances under which the Grantee will give such an approval or consent.

- 8.5 No Requirement to Inspect or Enforce. The Grantee will not be required to inspect any Development whatsoever on a Lot the Lands or any other lands adjacent to or in the vicinity of the Lands. All building inspections are the responsibility of the Owner to coordinate with the RDEK.
- 8.6 Grantee's Right to Waive. The Grantee, in its absolute discretion, may waive compliance with any Obligation under this Covenant or any other covenant in respect of a Lot, the Lands or any other lands adjacent to or in the vicinity of the Lands, all on any terms and conditions as may be established by the Grantee in its absolute discretion. No such waiver may be enforced against the Grantee or used in any defence against the Grantee unless it is made in writing.

ARTICLE 9 – INDEMNITIES

- 9.1 Indemnities. The Owner hereby agrees to indemnify and hold harmless the Grantee and the Grantee's Representatives, Officers, Directors and employees from and against any and all actions, suits, demands, proceedings, costs, charges, damages, legal fees and any and all other claims whatsoever arising from or relating to:
- (1) any act or omission by any Owner under or in connection with this Covenant;
 - (2) any use, occupation, conduct or management of the Premises, or from any work or thing whatsoever done in, on or about the Premises, whether by the Owner or any other person;
 - (3) any condition of or within the Premises or emanating from the Premises;
 - (4) any breach or default on the part of the Owner in the performance or observance of any Obligation or agreement on the part of the Owner to be performed or observed pursuant to the provisions of this Covenant;
 - (5) any person occupying, using or being in, on or about the Premises, whether with or without the knowledge or permission of the Owner;
 - (6) any accident, injury or death whatsoever to any person or damage to property occurring in, on, or about the Premises;
 - (7) the issuance of any Development Approval or Certificate of Completion;
 - (8) any Development whatsoever;
 - (9) the exercise or failure to exercise any power, duty, authority or discretion under or in connection with this Covenant, including the issuance of or failure to issue any

Development Approval, any inspection or any confirmation of compliance or conformity with this Covenant or any Development Approval or any failure to inspect or confirm, or the enforcement of or failure to enforce any of the Grantee's rights or remedies under this Covenant or any other covenant in respect of any lands adjacent to or in the vicinity of a Lot or the Lands;

- (10) any Services and Facilities and any Emergency Services, including the use of, the provision of, the failure to provide or the interruption of any Services and Facilities or Emergency Services;
- (11) any advice, comforts or assurances given in respect of a Lot or the Lands or the premises or any part thereof or any Development thereof; and
- (12) the neglect or failure, for any reason, to discover any breach or default under or to enforce any of its rights under this Covenant or any Development Approval,

and the Owner hereby releases the Grantee and the Grantee's Representatives, Officers, Directors and employees from and against any and all actions, suits, demands, proceedings, costs, charges, damages, legal fees and any and all other claims whatsoever arising from or relating to the forgoing.

This section 9.1 will survive any release or termination of this Covenant.

9.2 No Reliance on Grantee / Owner is Responsible. Without limiting anything contained in section 9.1, the Owner acknowledges and agrees that:

- (1) all Obligations of the Owners under this Covenant and all work carried out by or required to be carried out by the Owners under or in connection with this Covenant will be carried out at the sole cost and expense of the Owners and the Owner will bear all costs and expenses of compliance with the terms and conditions of this Covenant; and
- (2) the Owner has relied and will rely exclusively on themselves and their own consultants and that neither the Grantee nor any of the Grantee's Representatives has made or will make, by any act or omission, including the issuance of any Development Approval, any representation, warranty or statement whatsoever that any Improvements are without fault or defect or fit for their intended purpose.

ARTICLE 10 – DEFAULT AND REMEDIES

10.1 Owner's Covenants. All Obligations to be observed or performed by the Owner in favour of the Grantee under this Covenant will be deemed to be Owner's covenants and all the

Obligations in favour of the Grantee in this Covenant are made on behalf of the Owner and the Owner's successors and assigns.

10.2 Grantee's General Remedies. If the Owner is in default in respect of any Obligation under this Covenant, the Grantee may do any or all of the following:

- (1) require the Owner to cease any work, use or activity giving rise to such default and to cause all others to cease such work and activity;
- (2) require the Owner to carry out any work or activity reasonably required in order to rectify such default; or
- (3) require the Owner to remove any Improvement or portion thereof in respect of which the breach relates,

and the Owner will comply promptly and fully with any such requirement of the Grantee.

10.3 Grantee's Right to Cure Default. If the Owner fails to observe or perform any of the Owner's Obligations under this Covenant then, without limiting any other remedy of the Grantee, the Grantee may, at its option and upon not less than 30 days' written notice to the Owner, perform or cause to be performed the Obligation, but having commenced such work the Grantee will have no obligation to complete the fulfilment of such Obligation. The defaulting Owner will pay to the Grantee all reasonable costs and expenses incurred by the Grantee in performing the Obligation, together with the amount equal to 15% of such costs and expenses in respect of the Grantee's administrative costs, forthwith upon demand by the Grantee. The performance by the Grantee of any of the Owner's Obligations pursuant to this section 10.3 will not be acknowledgement or admission of any liability or responsibility on the part of the Grantee.

10.4 Damages. If the Owner is in default of any material Obligation under this Covenant, the Grantee may, upon notification to the Owner, assess the Owner the following amounts:

- (1) for defaults arising under sections 5.1 to 5.3:
 - (a) \$1,000 for the occurrence of such default for any Lot (\$1,000 per Lot per occurrence); and
 - (b) \$100 per day for any Lot for each day such default continues (\$100 per Lot per day), from and including the day of such default; and
- (2) for any other material defaults:

- (a) \$2,000 for the occurrence of such default for any Lot (\$2,000 per Lot per occurrence), if the default is not fully cured within 10 days after receipt by the Owner of written notice from the Grantee of such default; and
- (b) \$500 per day for any Lot for each day such default continues (\$500 per Lot per day), from and including the date that is 10 days after the receipt by the Owner of written notice from the Grantee of such default,

and the Owner will pay any such assessments within 10 days after receipt by the Owner of written notice thereof. The Owner hereby agrees that such amounts constitute fair and reasonable damages for the harm caused as a result of a default of any material Obligation of the Owner under this Covenant. The Grantee may apply any Security Deposit toward the payment of such amount in accordance with section 4.4, without prejudice to any other right or remedy of the Grantee, including, without limitation, the right to claim any amount in excess of any Security Deposit.

- 10.5 Injunctive Relief. The Owner acknowledges and agrees that, without limiting any other right or remedy of the Grantee, the Grantee may obtain from a court of competent jurisdiction injunctive relief in respect of any breach by the Owner of any of the Owner's Obligations under this Covenant.
- 10.6 Arrears to Bear Interest. If any amount, including, but not limited to, any amount payable in accordance with section 10.3, owing by the Owner to the Grantee under this Covenant is not paid on the date on which it is due, then it will bear interest at the Interest Rate from the date the sum is due until the date of the payment by the Owner, but this stipulation for interest will not prejudice or affect any other remedies of the Grantee under this Covenant or otherwise, or be construed to relieve the Owner from any default in making any payment at the time and in the manner specified in this Covenant.
- 10.7 Rent Charge. The Owner, on behalf of itself and the Owner's successors and assigns, hereby grants to the Grantee a rent charge in respect of any amount payable by the Owner in accordance with this Covenant, which rent charge will be the absolute property of the Grantee and will be payable by the Owner forthwith upon demand, without deduction or set-off whatsoever. If at any time the owner is comprised of more than one person, then all such people will be jointly and severally bound by such rent charge.
- 10.8 Enforcement of Rent Charge. The Owner hereby agrees that:
 - (1) If the Owner defaults in payment of all or any part of any amount payable under this Covenant for any period of 30 days after written notice from the Grantee in respect thereof, then without further notice the Grantee may, at any time thereafter, enter upon any part or parts of the Premises for which the Owner is in default of payment and may distrain for the amount in arrears, including interest

payable in accordance herewith, and the Grantee shall have all such remedies in respect thereof as if the Grantee were a landlord distraining for the rent in arrears, including, without limitation, the powers of seizure, removal and sale.

- (2) If the Owner defaults in the payment of all or part of any amount payable under this Covenant for any period of 90 days after written notice from the Grantee in respect thereof, then without further notice the Grantee may, at any time thereafter, appoint a receiver in respect of any part or parts of the Premises for which the Owner is in default of payment, and may foreclose upon such part or parts of the Premises and may cause such part or parts of the Premises to be sold, as if the Grantee were a mortgagee exercising a power of sale, provided that:
 - (a) such power of sale must not be exercised until after 30 days' prior written notice has been given to the Owner of such part or parts of the Premises;
 - (b) the Owner does not, before the completion of any sale of any part or parts of the Premises, pay the full amount owing, including interest thereon, together with all actual cost of any notice and proceedings; and
 - (c) the money realized by reason of any sale described above must be applied by the Grantee firstly, to pay actual costs incurred in respect of any notice, proceedings and sale, secondly, to pay the amounts owing to the Grantee hereunder and thirdly, to pay the surplus, if any, to the Owner.
- (3) Despite the above provisions for enforcement of the payments due under this Covenant, the Grantee, at its option, may bring or take legal action for payment in any court of competent jurisdiction.
- (4) The Grantee may exercise any other remedy available at common law in respect of the enforcement of rent charge.
- (5) The Grantee may exercise any of its remedies hereunder concurrently and no exercise of any remedy will exclude the concurrent or subsequent exercise of any other remedy.

10.9 Remedies Cumulative. All rights and remedies of the Grantee under this Covenant are cumulative and are in addition to and do not exclude any other right or remedy provided in this Covenant or otherwise allowed by law. All rights and remedies of the Grantee may be exercised concurrently but will not give rise to duplicative liability of the Owner.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

- 11.1 Owner to Act Reasonably. The Owner will act reasonably and in good faith at all times in connection with any matter arising under this Covenant and in respect of any Development or use of a Lot.
- 11.2 Entire Agreement. This Covenant constitutes the entire agreement between the parties with respect to the subject matter of this Covenant except as may be set out in any written document or agreement between any of the parties. There is no warranty, representation, collateral warranty, collateral agreement or other term or condition whatsoever in respect of this Covenant except as is expressly set out in this Covenant or in an agreement in writing duly executed and delivered by the relevant parties.
- 11.4 Amendment. This Covenant may only be amended by an agreement in writing signed by the Grantee and the Owner or Owners of all portions of the Premises to which the amendment relates. This Covenant may be amended with respect to any Premises by an agreement in writing signed by the Grantee and the Owner of those Premises. Without limiting the foregoing, this Covenant may be amended with respect to any Lot by an agreement in writing signed by the Grantee and the Owner or Owners of that Lot. No modification or amendment of any provision of this Covenant will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by all of the parties.
- 11.5 No Waiver. No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Covenant will operate as a waiver of or otherwise affect in any way any rights or remedies under this Covenant or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.
- 11.6 Governing Law. This Covenant will be governed by and interpreted in accordance with the laws of the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Covenant.
- 11.7 Time of the Essence. Time is of the essence of this Covenant and will remain of the essence notwithstanding any extension of time given under or in connection with this Covenant.
- 11.8 Force Majeure. If pursuant to the provisions of this Covenant the Owner is required to do any act or thing (other than the payment of any amount of money) by a specified date, and the Owner is prevented from completing such act or thing by such date by any strike, lockout, other labour disturbance, embargo, war, fire, flood, earthquake, or other act of God, explosion, breakage of or accident to equipment or machinery, inordinate delay in

obtaining approvals after the date of this Covenant, delay or failure of suppliers or carriers or any other act or thing beyond the reasonable control of the Owner, in any case without the fault or neglect of the Owner, then the date by which the Owner is required to do such act or thing will be extended by the period of such delay, provided that the Owner gives written notice of such delay to the party in favour of whom the Owner is required to do such act or thing, setting out the cause of such delay in reasonable detail both:

- (1) within 30 days after the commencement of such delay; and
- (2) within 30 days after the end of such delay,

and the Owner will, at any time and from time to time, provide any further information in respect thereof as may be reasonably requested by the party in favour of who the Owner is required to do such act or thing.

11.9 Notices. All notices under this Covenant must be given in writing and delivered in accordance with this provision. The parties agree that:

- (1) any notice to any Owner may be sent to the Owner's address according to the Land Title Office records in respect of the Owner's Premises; and
- (2) all notices to the Grantee must be sent to the Grantee at the address set out above or such other address as the Grantee may notify the Owner in accordance with the terms hereof at any time and from time to time.

Notices will be sent by personal delivery, electronic transmission (including fax) or by registered mail. Notices will be deemed to have been delivered (i) upon delivery, if delivered by hand, (ii) upon receipt if sent by electronic transmission, or (iii) on the fifth Business Day after the mailing thereof, if sent by registered mail from a post office in British Columbia or Alberta.

11.10 Invalid Terms. If any part of this Covenant is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Covenant had been executed without the invalid portion.

11.11 Runs With the Lands / Binding Effect. This Covenant runs with the Lands and Premises and every part thereof into which the Lands and Premises may be subdivided. This Covenant will be for the benefit of and be binding upon:

- (1) the Owner's successors in title to the Lands and Premises or any part thereof, including all Owners of the Lots; and
- (2) the Grantee's successors and assigns,

and every reference in this Covenant to the Owner and the Grantee includes such persons, as applicable. Without limiting the foregoing, any outstanding amount payable pursuant to this Covenant in respect of any portion of the Lands will run with the portion of the Lands for which such amount is payable.

- 11.12 Release of Owners Upon Transfer of Title. The Owner will not be liable for any Obligation under this Covenant in respect of the Premises, or portion of the Premises, where such Obligation arises after the Owner has ceased to be the owner of the Premises, or that portion of the Premises, as applicable. Without limiting the generality of the foregoing, upon the transfer by any Owner of all of that Owner's interest in any Lot, the transferring Owner will not be liable for any Obligation under this Covenant in respect of that Lot which arises after the time of the completion of the transfer of all of that Owner's interest in such Lot.
- 11.13 Assignment by Grantee / Release. The Grantee may assign this Covenant to any person, provided that the Grantee satisfies any requirements set out in section 219 of the *Land Title Act*. Upon any assignment of this Covenant by the Grantee, the Grantee will be released from any and all further Obligations arising under this Covenant which arise after the time of such assignment.
- 11.14 Joint and Several. If a party is comprised of more than one person, then all Obligations of that party will be deemed joint and several Obligations of each such persons comprising that party.
- 11.15 Registration. The General Instrument will be registered by the Owner in the appropriate Land Title Office in priority to all financial encumbrances except those specifically consented to in writing by the Grantee in its discretion.

IN WITNESS WHEREOF the parties have executed and delivered this Covenant by signing the General Instrument.

SCHEDULE A

SITE DEVELOPMENT CRITERIA

1.0 Overview

- 1.1 This Schedule A outlines criteria, which must be addressed by the Owner in the planning of any Development of any Lot. This comprehensive approach to planning the development of the Lands will ensure that the development of each individual Lot fits with the natural environment and forms part of a harmonious neighbourhood in keeping with the vision of Fernie Alpine Resort. The Grantee will consider conformances with this Schedule A in the consideration of any Plans and Specifications.

2.0 Building Siting

- 2.1 It is the Owner's responsibility to inspect the Lot to assess its specific potentials and constraints (both natural features and man-made conditions), to identify the location of easements and right-of-ways and to comply with the setback requirements, tree retention areas and similar restrictions established by the Grantee.
- 2.2 The Owner must consider the following when determining the proposed siting of any Building:
- (a) topography and shape of the Lot;
 - (b) geology/soil conditions;
 - (c) hydrology and planned or existing drainage systems;
 - (d) existing vegetation and/or tree retention areas;
 - (e) views into and out of the Lot – i.e. view corridors;
 - (f) solar exposure;
 - (g) snow management;
 - (h) relationships to neighbouring properties, including minimizing overviews, shading, view blockage, noise and fumes and landscape degradations on neighbouring properties;
 - (i) parking and driveway locations (see part 7.0 below); and
 - (j) relationship between any buildings and any B.C. Hydro transformer kiosk to satisfy any B.C. Hydro requirements, standards, and guidelines,

and the Owner will provide the Grantee with any information required by the Grantee in connection with such items in any request for an Approval to Construct.

3.0 Lot Clearing, Trees and Landscaping

- 3.1 The Owner acknowledges that any existing natural vegetation represents a valued amenity to the development of the Lands. The Owner shall not cut down or remove any trees within 3 meters of a Lot Line, (the "Tree Retention Area") and excepting one area of no more than 4 meters in width for the purpose of a drive way access from a road.
- 3.2 Notwithstanding section 3.1, the Owner may cut or permit the cutting of any tree within his or her Lot which is diseased, dead, damaged, destroyed by fire or other process of nature such that, in the reasonable opinion of the Owner, the tree poses an immediate risk or danger to persons or property, provided that where such a tree is cut down pursuant to this section, the Owner will promptly give the Grantee written notice of such cutting and shall complete all such cutting and re-vegetation as may reasonably be required by the Grantee and in accordance with the requirements set out in the Covenant.
- 3.3 Trees and other vegetation planted in snow dump areas shall be sufficiently durable to survive and grow with the adverse effects of snow dump.

4.0 Lot Grading and Drainage

- 4.1 Any grading within any Lot must be shown on the Plans and Specifications for the proposed Development of the Lot.
- 4.2 All grading must create minimal cut and fill situations. All cut and fill must be blended into the existing site conditions and must be within the Lot boundary.
- 4.3 Slope of cut and fill banks will be determined by soil characteristics for each specific Lot and must avoid erosion and promote re-vegetation opportunities, but in any case must be limited to a slope of no greater than 3H:1V.
- 4.4 New construction and re-grading within a Lot must direct drainage away from the Building and other Improvements situated on the Lot to proper channels of drainage that do not cause discharge of water onto adjacent property.
- 4.5 Run-off from roofs, ground, pavement and snow storage areas must be collected and directed to natural or improved drainage systems within the Lot.

5.0 Retaining Walls

- 5.1 Any wall greater than 1m in height requires the approval of a Registered Professional under seal.

6.0 Relationships to Neighbours and Streetscape

- 6.1 The design and siting for any proposed Building must respond to the existing and/or future planned development on adjacent Lots. Any proposed Building and any other Improvements to be situated on the Lots must take into consideration their effect on privacy, view lines and overshadowing of any of the neighbouring properties. Balconies, decks and large windows must be located away from the side property lines, unless otherwise permitted by the Grantee.
- 6.2 Any proposed Building shall be designed to create a harmonious yet interesting streetscape. The rooflines and level of eaves on existing or proposed Buildings on adjacent and nearby Lots must be considered, to avoid dramatic height changes between the proposed Buildings on any Lot and the rest of the Buildings along the street.
- 6.3 For Single Family Home developments, no basic exterior building design may be repeated within five Lots on the same street frontage.

7.0 Driveways, Parking and Garages

- 7.1 Each Lot must provide for its own adequate off-street parking within the Lot. For Single Family Home, the Owner must provide one parking space for each bedroom to be constructed within each Single Family Home. Such parking may be provided by properly graded outdoor parking spaces or an attached or detached garage containing up to three parking spaces, or a combination thereof.
- 7.2 Any outdoor surface parking spaces must be not less than 2.5 metres by 6.0 metres and be located so as to be easily cleared of snow.
- 7.3 Driveway widths, slopes, finishes and all other driveway and parking considerations shall be shown on the Plans and Specifications submitted for approval by the Grantee.
- 7.4 Driveways must be surfaced with crushed gravel, concrete or asphalt, unless otherwise permitted by the Grantee. Only two materials are allowed per driveway/parking area.
- 7.5 The driveway and surface parking areas shall not occupy more than 50% of the front yard. Only one driveway access with a maximum width of 4 metres per Lot is permitted from a road. All surface parking must be screened from the street and neighbouring properties with trees or other vegetation approved by the Grantee.
- 7.6 The Owner must design any garage so as to angle garage doors to face the side yard rather than the street to prevent the garage from dominating the streetscape, unless otherwise approved by the Grantee.
- 7.7 Garage design must be integral with the design of the Building.

7.8 Carports are prohibited.

7.9 Neither the Owner nor the Owner's invitees will park or permit any person to park any vehicle whatsoever anywhere within the common property of the development, except that temporary parking will be permitted on one side of the common property roadway, as marked by signage on the roadway, with the approval of any applicable government authority.

8.0 Snow Management

8.1 The Owner must indicate on his or her Plans and Specifications submitted for approval by the Grantee where snow storage will occur for driveway and pathway clearing to ensure protection of the vegetation used for visual screening.

8.2 The Owner must indicate on his or her landscaping plans included in the Plans and Specifications all snow dump and snow shedding areas to ensure entries and access areas are protected.

9.0 Fences

9.1 Fences are permitted at the discretion of the Grantee. As detailed below, fences will only be permitted with a maximum height of 2.0 metres.

9.2 Fences must be made of wood, either as a solid barrier or as a split rail fence. Chain link fencing will not be permitted.

9.3 Fencing for privacy for hot tubs, play equipment, and similar facilities must be in the rear yard of the Lot.

9.4 Construction of any proposed fence must be shown in detail on the landscaping plans included in the Plans and Specifications submitted for approval by the Grantee.

9.5 Fence colours shall be either natural wood or stained to complement any Buildings and other Improvements located on the Lot.

SCHEDULE B

BUILDING DESIGN CRITERIA

Capitalized terms not defined herein have the meaning assigned to such terms in the Covenant to which this Schedule B is attached.

1.0 Overview

- 1.1 The Design Guidelines for Fernie Alpine Resort will create an identifiable and cohesive design character for the resort by utilizing a fairly limited vocabulary of design features that reinforce the notion of a desirable mountain retreat and escape from the more mundane solutions of urban centres.
- 1.2 This Schedule outlines criteria that must be addressed by the Owner in the design and construction of Buildings and other Improvements on the Lots. This comprehensive approach to planning the neighbourhood in which the Lots are located will ensure that each Building and Auxiliary Building fits in with and complements both previous and subsequent projects so that development proceeds harmoniously and predictably. The Grantee will consider conformance with this Schedule B in the consideration of any Plans and Specifications.

2.0 Building Massing and Proportion

2.1 MASSING

Three-storey block-shaped Buildings with no variation in massing will not be approved, nor will extremely free form structures with no sense of unity. A dome structure is also not acceptable.

2.2 ARTICULATION

The relationships of the various building elements, (roofs, walls, wall openings) which make up the Building form must be carefully considered and will form an important part of the Grantee's decision as to whether or not to approve any particular Plans and Specification. The proportion and scale of these elements must be appropriate to the lot and the neighbouring Buildings along the street.

2.3 ROOF FORM

Roof forms and ridge lines should be broken up. The use of asymmetrical repetitive roof forms dormer and other architectural features is encouraged, as is a variety of roof heights. All of this is directed toward creating a softened scale to the building form and to step the building height down toward the ground.

3.0 Materials

- 3.1 An important aspect of the design of Buildings on a Lot is a preference for the consistent use of a small number of materials chosen for their durability and natural qualities. A variety of materials can add interest to a Building, but too many can create a garish appearance which draws too much attention away from the surrounding environment. Materials that are indigenous to the area are preferred.
- 3.2 The finish materials should be chosen to emphasize the Building's rural aesthetic, rather than an urban aesthetic.
- 3.3 Only three types of wall materials and one roofing material are permitted, unless otherwise approved by the Grantee. See Parts 5.0 and 7.4 for detailed material guidelines.
- 3.4 Materials must be complimentary to those of adjoining properties.
- 3.5 Primary exterior materials must be stone and/or wood.

4.0 Exterior Colour Schemes

- 4.1 All colour schemes must be approved by the Grantee in advance. A colour board and samples must be submitted by the Owner for review by the Grantee before a colour scheme can be approved.
- 4.2 No more than three colour shades should be used on a Building (not including the colour of the roofing material).
- 4.3 Proposed colour schemes should harmonize with the natural setting of Fernie Alpine Resort and compliment surrounding Buildings. Acceptable wood siding colour applications include paint and solid or semi-transparent stains. Peeled or shaped logs may be finished with varnish, clear or semi-transparent stains.
- 4.4 Rich colours may be used to highlight Building features such as doors, exterior window casings and trim, fascia boards, soffits, shutters and railings. The impact upon neighbouring properties must be considered when using strong, deep colours as accents.

5.0 Exterior Wall Design and Finishes

- 5.1 BUILDING BASE MATERIALS (ZERO TO TWO FEET ABOVE FINISHED GRADE)
 - 5.1.1 The area of wall from zero to two feet above finished grade must be protected from extreme weathering and staining resulting from snow accumulation.
 - 5.1.2 Wall finishes such as textured concrete, cultured stone or natural stone are recommended.

5.1.3 Stucco, vinyl and aluminum siding are not acceptable exterior finish materials.

5.2 LOWER AND UPPER WALL MATERIALS

5.2.1 Lower and upper walls should convey a sense of human scale, and well-crafted constructions.

5.2.2 Upper wall material may differ from or be the same as the lower wall finishes.

5.2.3 The only acceptable finish materials for the lower and upper walls are stone, wood shingles, wood siding, board and batten and peeled or shaped logs. Stone should be derived from rock types indigenous to the area. Wood siding may be horizontal or vertical. The width of the board and profile must be indicated on the Plans and Specifications submitted to the Grantee for approval. The pattern for any board and batten finish also must be indicated.

5.2.4 Stucco, vinyl and aluminum siding are not acceptable exterior finish materials.

5.2.5 Walls should be heavily articulated with such features as recesses, balconies and bay windows. Large areas of unbroken wall, which are highly visible, are not acceptable.

5.2.6 The exterior finishes should be continuous around the Building or terminate at a logical juncture in the wall (i.e., at an inside rather than an outside corner).

5.2.7 Stone as a structural element (or stone facing to suggest structural elements) is encouraged whenever possible, and should extend vertically to include the second storey where appropriate.

5.2.8 The use of peeled logs as supporting or structural elements on non-log buildings is encouraged.

5.2.9 Iron and copper are the preferred external hardware materials. The use of shiny or chrome-finished hardware and other fitting is not encouraged and may be rejected by the Grantee.

6.0 Wall Openings and Appendages

Windows, doors, porches, decks and balconies form an important part of a Building's character and appearance. They should be well placed on the Building and Auxiliary Buildings. When used in combination, care should be taken to unify the composition and to fit to the scale of the Building façade.

6.1 WINDOWS

- 6.1.1 Window locations, proportion and style must be carefully considered. Heavy snowloads must be considered when placing lower level windows. Windows with very large expanses of uninterrupted glass (i.e., no mullions or muntin bars) are not encouraged.
- 6.1.2 Double hung, casement or awning style windows are preferred. The use of bay or box windows is encouraged.
- 6.1.3 Clear, frosted glass, etched and stained, is allowed. Solid coloured glass and reflective or mirrored glazing is not permitted.
- 6.1.4 Window and door frames may be wood, vinyl or aluminum clad. The finish colour is to be noted on the Plans and Specifications submitted for approval.

6.2 DOORS

- 6.2.1 Door openings should be protected from wind and accumulated snow. They are best located under large roof overhangs or in combination with well-designed porches, which convey a sense of shelter from the harsh climate. Any roof over or adjacent to doors must not shed snow or rain onto people below.
- 6.2.2 Doors should be of solid core wood (painted or stained) or insulated metal with a painted or approved prefinished colour.
- 6.2.3 Shiny, reflective metal external hardware is not encouraged.
- 6.2.4 Overhead sectional garage doors should be wood or high quality steel (colour to be approved). Designs which incorporate windows and raised panels are encouraged, as they break up large expanses of the door. The Building face around the door should be well-articulated (recessed door, columns or brackets etc.) to reduce its visual impact and connect it to the architectural character of the Building.
- 6.2.5 Balconies should be recessed and/or have large overhanging roofs to protect them from snow build-up. Drainage from balconies should be designed to prevent unsightly staining of walls below. The visible underside of balconies should be painted, stained or finished in soffit material appropriate to the rest of the Building.
- 6.2.6 Porches should be an integral part of the Building design. Their proportion and the scale of the columns, posts and guardrails should be appropriate to the Building massing and should complement other features and details.
- 6.2.7 Terraces and stairs should be constructed of stone, concrete or pressure treated wood ties (alone or in combination). Dark creosote-coated wood ties are not acceptable. Surfaces may be stone, brick pavers, or concrete (alone or in combination).

7.0 Roof Design

7.1 ARCHITECTURAL FORM

Roof form is a key element in establishing the Building character, as well as an important factor in snow management. A unified composition of steeply sloped roofs is recommended. Roofs must be designed carefully to manage new snow shed, particularly in side setback areas. No snow should shed over entries or pedestrian ways. A roof design consisting of one roof, which drains into a series of lower roofs (especially from a great height), is not acceptable. This type of roof composition can cause heavy snow accumulation and dangerous impact loads.

7.2 ROOF SLOPE

7.2.1 Roofs must be designed to properly shed and/or retain snow. The function of devices such as snow retainer, snow splitters or roof crickets, the effects of roof pitch and the friction factor of roofing materials should all be considered when designing a roof for snow shedding or retention.

7.2.2 Flat, mansard, gambrel, conical, circular or dome roofs are not permitted.

7.3 ROOF CONSTRUCTION

7.3.1 Roof overhangs should be maximized to assist in creating the desired architectural character and to protect wall planes and doors and windows from rain and snow.

7.3.2 The roof design should incorporate the “cold roof” concept or other appropriate means for winter conditions and freeze/thaw cycles.

7.4 ROOFING MATERIALS

7.4.1 Acceptable roofing materials are high quality wood shingles or shakes. Composite wood shingles, shake-styled asphalt shingles, and metal roofs may be considered by the Grantee.

7.4.2 Acceptable roof colours are earth tones or other muted colours. Roof colours must be approved prior to construction.

8.0 Roof Details

8.1 The thoughtful placement and design of roof elements such as dormers, clerestories, skylights, chimneys, gable and eave details can contribute greatly to creating an interesting roofscape.

- 8.2 Dormers may have shed, gable or hip roofs with a slope that varies from the main roof. They can be located at the edge or within the field of the main roof. There should be adequate space between dormers (and other roof features) to avoid snow bridging.
- 8.3 Snow diverters or snow retainers (if used) should be an integral part of the roofscape, and should complement the roofing material colour.
- 8.4 Solar collectors must lie flat on the roof and may not be angled off the roof surface with supports.
- 8.5 Rooftop mechanical equipment or access stairways must be installed within the roof and not protrude above it. Antennas and satellite dishes are not permitted on any roof.
- 8.6 Chimneys and vents, which project through a sloped roof, must be durable and strong enough to handle the effects of snow build up and shedding. All projections from the roof must be fitted with substantial snow splitters or roof crickets.
- 8.7. All flashing and roof stacks or vents must be in a prefinished colour or painted to match or compliment the roof colour. Copper flashing is acceptable.
- 8.8 Eave overhangs should be designed to prevent water staining and protect walls, openings and entry areas from the elements. Gutters are not advisable. Landscaping should include drain rock/drain tile below the eave to handle run-off from the roof.
- 8.9 Deep, well detailed, fascia boards reflect the importance of the roof and are preferred design aesthetic, unless fascia boards are narrowed or eliminated to expose roof rafters and their butt ends.
- 8.10 Valley flashing shall be backed up by a continuous membrane to protect against water damage during freeze/thaw cycles. As a further protective measure, a membrane should be applied from the edge of the eave to at least one foot beyond the inside face of the exterior wall. This measure should be combined with proper ventilation and insulation at the roof to wall connection.
- 8.11 Wooden soffits should be suitably treated to compliment the Building. Aluminum and vinyl soffits are not permitted.
- 9.0 Chimneys**
- 9.1 Chimneys must be appropriate to the massing and form of any Building or Auxiliary Building.
- 9.2 Chimney/Fireplace exterior finish materials must be natural stone or stone faced. Wood framed chimney/chase with a wood finish may be considered for "A" and "B" vents provided the chimney is not highly visible to common areas.

- 9.3 Chimneys and chases on the roof should be located near the ridge to reduce their required height and to protect against snow damage.
- 9.4 Highly visible chimneys projecting out from an exterior wall must be at least five feet wide at the base and may be reduced to a minimum of three feet wide above the eave line. Cantilevered chimneys are not permitted and all exterior wall chimneys must visually start at finished grade.
- 9.5 A direct wall "B" vent must be screened from public view by landscaping or man-made screens. Exposed metal must be finished or painted to match or complement the colour of the Building.

10.0 Decks, Terraces and Exterior Stairs

- 10.1 These are transitional elements which connect the Building to its surrounding landscape. Care should be taken to make this connection as strong as possible. Natural building materials should be used in their construction.
- 10.2 Decks must be of pressure treated wood construction (floor and guardrails) and should be connected to the ground with massive supports such as stone, substantial-sized log or large pressure treated wood posts.
- 10.3 Exterior stairs over two feet high should be incorporated into the overall form of the Building.

11.0 Storage and Garbage Containers

- 11.1 For Single Family Home Developments:
 - (a) no Auxiliary Buildings or structures other than garages are permitted and outdoor storage is prohibited; and
 - (b) Owners must provide ground level storage areas within the Building for firewood, bicycles, skis and similar items.
- 11.2 All garbage Buildings must be bear proof and built to standards approved in advance by the Grantee.

12.0 Utilities

- 12.1 Connection to all services and utilities must be underground and are the responsibility of the Owner. Connection, coordinating inspection with FARUC or other fees are also the Owner's responsibility.
- 12.2 A maximum of two satellite dishes of maximum 24" diameter each may be attached to the side of a Building. Each dish must be sited to minimize visual impact, subject to

reasonable reception requirements. The proposed location of any satellite dish must be indicated on the Plans and Specifications submitted for approval by the Grantee.

- 12.3 The Owners must use water conservation equipment (Low Flow Fixtures and Toilets), materials and methods and PowerSmart measures in any Development or use within their Lots.

13.0 Exterior Lighting

- 13.1 Lighting on Buildings shall not be installed except where necessary to provide safety or convenience and not for display. Such lighting must be kept to the minimum number of fixtures required and may not be high intensity lighting (100 watt bulb maximum). Floodlights are not permitted. The use of muted architectural lighting, such as soffit lighting, is acceptable.
- 13.2 Outdoor lighting on each Lot will illuminate the street number of the Building thereon so that it is clearly visible from the street.
- 13.3 If motion detectors are used, the timer must be set so that the light does not remain on longer than 15 minutes.
- 13.4 All lighting should be diffused, shielded, directional and concealed from neighbouring Lots and the street and all light emanating from any Lot must be directed so as to stay within the lot lines of the Lot to the extent reasonably possible.
- 13.5 Light fixtures on the Buildings must be appropriate to the overall theme of the neighbourhood. Acceptable materials include iron, copper and wood. Shiny, reflective metal finishes are not permitted. Frosted or etched glass lenses are acceptable. Brightly stained or coloured glass is not encouraged.

14.0 Hot Tubs, Play Equipment and Outdoor Furniture

- 14.1 Any permanent or temporary hot tubs, swings, slides, other play equipment or outdoor furniture within the Lands (including any common property) will require the prior written approval of the Grantee and any such items within a Lot must be within the Setback for such Lot and should be situated in the rear yard of the Lot. Any such items proposed must be included in reasonable detail in the landscaping plans submitted to the Grantee for review and approval.

SCHEDULE C

GRANTEE'S CURRENT FEE AND SECURITY DEPOSIT SCHEDULE

Part I. Fees

Fees for review by the Grantee of Plans and Specifications in connection with any application for an Approval to Construct in respect of any Development, including any alterations of existing Developments, are currently as follows:

1. for Single Family Home and developments:
 - (a) \$4.00 per \$1,000 of estimated construction costs between \$1,000 and \$100,000; and
 - (b) \$3.00 per \$1,000 of estimated construction costs above \$100,000,
- with a minimum fee of \$25.00, plus an administration fee of \$500,

plus GST and any other applicable taxes, rates and charges on all of the above fees.

The above fees are in respect of one review of conceptual drawings (if any) and working drawings, the issuance of an Approval to Construct, one on-site inspection (if the Grantee exercises its right to inspect) and the issuance of a Certificate of Completion. For any other reviews, inspections, notices of deficiencies, etc. the Grantee will charge additional fees based on reasonable hourly rates established by the Grantee.

Part II. Security Deposits

The Security Deposit for each Single Family Home developments will be \$10,000.

Note: all fees and Security Deposits shown above are this in effect as of the date of the registration of the Section 219 Development Covenant to which this Schedule is attached. The Grantee reserves the right to change any such fees and Security Deposits and require other fees and deposits at any time.

EXHIBIT B

CONSENT TO PRIORITY


In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Covenantee to **BANK OF MONTREAL**, the receipt and sufficiency whereof is hereby acknowledged, **BANK OF MONTREAL** hereby grants to the Covenantee priority over Mortgage No. KL130073, extended by KM126258 and modified by KM126260, and Assignment of Rents No. KL130074, extended by KM126259 and modified by KM126261 registered in the Kamloops/Nelson Land Title Office on November 27, 1997, and December 18, 1998, (taken together the "Mortgage") and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Land with the intent and with the effect that the interest of the Covenantee herein shall rank ahead of the Mortgage as though this S. 219 Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

CONSENT TO PRIORITY

In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Covenantee to **BANK OF MONTREAL**, the receipt and sufficiency whereof is hereby acknowledged, **BANK OF MONTREAL** hereby grants to the Covenantee priority over Mortgage KR85494, extended by LB309620, registered in the Kamloops/Nelson Land Title Office on September 14, 2001, and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Land with the intent and with the effect that the interest of the Covenantee herein shall rank ahead of the Mortgage as though this S. 219 Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.

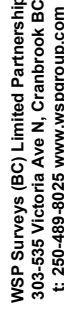
CONSENT TO PRIORITY

In consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Covenantee to **EDCO CAPITAL CORPORATION, Inc. No. A55283**, the receipt and sufficiency whereof is hereby acknowledged, **EDCO CAPITAL CORPORATION** hereby grants to the Covenantee priority over Mortgage KR85495, extended by LB309621, registered in the Kamloops/Nelson Land Title Office on September 14, 2001, and hereby covenants and agrees to subordinate and postpone all its right, title and interest in and to the Land with the intent and with the effect that the interest of the Covenantee herein shall rank ahead of the Mortgage as though this S. 219 Covenant had been executed, delivered and registered in time prior to the registration of the Mortgage.



The intended plot size of this plan is 864mm in width by 560mm in height (D size) when plotted at a scale of 1:1000.

All distances are in metres and decimals thereof.



Timberlanding

DISCLOSURE PLAN FOR GEOTECHNICAL COVENANT AREAS

DRAWN JL	DATE 2016-10-26	CHECKED MR	SCALE 1:1000
SHEET No. 010048836-DP02-R01			

EXHIBIT C

TERMS OF INSTRUMENT PART 2

SECTION 219 COVENANT

THIS INDENTURE made the ____ day of _____, 2016.

BETWEEN:

RESORTS OF THE CANADIAN ROCKIES INC., Inc. No. A100476
1505 – 17th Avenue SW
Calgary, Alberta T2T 0E2

(the “Grantor”)

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,**
represented by the Ministry of Transportation
and Infrastructure, Parliament Buildings,
Victoria BC V8V 1X4

and

REGIONAL DISTRICT OF EAST KOOTENAY
19 – 24th Avenue South
Cranbrook, BC V1C 3H8

(the “Grantee”)

WHEREAS:

- A. The Grantor is the registered owner in fee-simple of the following lands in the Province of British Columbia more particularly known and described as:

NO PID

Lots 1 - 27 District Lot _____ Kootenay District Plan EPP _____

(hereinafter called the “Lands”):

- B. Section 219 of the *Land Title Act* provides that there may be registered as a charge against the title to the Lands a covenant in favour of the Grantee in respect to the use of the Lands;

EXHIBIT C

- C. The Grantor is aware of and hereby acknowledges that there is a potential geotechnical danger to the lands and wishes to grant this covenant to require that the Lands be used in accordance with the geotechnical report attached hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada and other good, valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee under Section 219 of the *Land Title Act* of the Province of British Columbia as follows:

1. The Grantor hereby covenants and agrees with the Grantee as a covenant in favour of the Grantee pursuant to Section 219 of the *Land Title Act*, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Lands from and after the date hereof that the Lands shall be used in accordance with the terms and conditions set out in this covenant and that any and all buildings, structures or improvements to be placed, built or erected on the Lands shall be built, placed or constructed with due regard to the potential for the Land to slip, slough or subside as a result of unpredictable and uneven settlement or erosion and further shall only be used strictly in accordance with the **Geotechnical Assessment Report** prepared by **D.A. Clapp, P. Eng**, dated **November 20, 2015**, a copy of which is attached hereto as Schedule "A" and forms an integral part of this covenant.
2. Without in any way limiting or restricting the obligations set out in Section 1 above to comply with the report attached hereto as Schedule "A", the Grantor covenants and agrees that it shall comply with any and all obligations set out in Schedule "A" with respect to ongoing or future maintenance, repairs and recommendations regarding mitigation against geotechnical risks, as defined herein.
3. The Grantor acknowledges that the Grantee does not represent to the Grantor, nor to any other person that any building, modular home, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged by reason of, or in any way connected to or caused, directly or indirectly, by inundation by flood waters, stream erosion and avulsion, debris flow and debris torrents, debris floods, landslides, snow avalanche, rock fall, slipping, sloughing, sliding or subsidence of land due to unpredictable or uneven settlement, settlement of buildings or improvements or loss of land by erosion or other means on the Lands ("geotechnical risks") and the Grantor, with full knowledge of the potential danger and in consideration of the approvals given by the Grantee hereby:
 - (a) agrees to indemnify and to save harmless the Grantee and its employees, servants, elected officials and agents from all loss, damage, costs, actions,

EXHIBIT C

suits, debts, accounts, claims and demands which the Grantee or any of its employees, servants, elected officials or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantor or his heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by geotechnical risks or some such similar cause; and

- (b) does remise, release and forever discharge the Grantee and its employees, servants, elected officials and agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of its heirs, executors, administrators, successors and assigns may have against the Grantee and its employees, servants, elected officials or against for and by reason of any personal injury, death or loss or damage to the Lands, or to any building, modular home, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands, caused by geotechnical risks or some such similar cause.
- 4. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Grantee in relation to the Grantor, including its heirs, executors, administrators, successors and assigns, or the Lands under any law, bylaw, or order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Grantee as if this Agreement had not been made by the parties.
- 5. The Grantor will do or cause to be done at its expense all acts reasonably necessary for the Grantee to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those specifically approved in writing by the Grantee. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 (9) of the *Land Title Act*.
- 6. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 7. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
- 8. If any section or any part of this Agreement is found to be illegal or unenforceable, then such section or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this

EXHIBIT C

Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.

9. This agreement shall be interpreted according to the laws of the Province of British Columbia.
10. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

**GEOTECHNICAL SITE INVESTIGATION REPORT
PROPOSED TIMBER LANDING SUBDIVISION
FERNIE ALPINE RESORT, B.C.**

**Prepared For:
Resorts of the Canadian Rockies
Calgary, AB**

**Groundtech Engineering Ltd.
P.O. Box 688, Fernie, B.C., V0B 1M0
250 423 4829**

November 2015

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1.0 INTRODUCTION

This report provides the findings and recommendations of a geotechnical site investigation completed for the proposed Timber Landing subdivision at the Fernie Alpine Resort, near Fernie, B.C. Groundtech Engineering Ltd. (Groundtech) completed the site investigation at the request of Mr. Patrick Majer, of Resorts of the Canadian Rockies (RCR), the owner of the property.

The purpose of the investigation was to determine soil, terrain and groundwater conditions at the site. An assessment of conditions for building (i.e., single-family and multi-unit buildings) and roadway construction are provided, as well as related recommendations. Assessment of slope stability for the property was completed to aid in delineating building setbacks/safe building areas (i.e., geozones) related to geohazards (i.e., steep slopes, flooding, etc.). Terrain, soil, groundwater conditions, and stream locations have been taken into account in the delineation of geozones. Each geozone has specific building requirements and/or restrictions. The scope of work for this project was detailed in Groundtech's proposal entitled Geotechnical Site Investigation Proposal, Timber Landing Subdivision, Fernie Alpine Resort, B.C., dated May 2015. Approval for this project was provided by Mr. Patrick Majer of RCR.

Geo-Engineering (M.S.T.) LTD. (Geo) completed two earlier geotechnical investigations on the subject site:

- Fernie Alpine Resort Expansion, Report of Development Conditions, dated December 1998.
- Proposed Timber Landing Subdivision (Phase 1), Geotechnical Investigation, dated August 2000.

The approving authorities for the subject site are the Regional District of East Kootenay (RDEK) and the B.C. Ministry of Transportation and Infrastructure (MOTI).

2.0 LOCATION AND DESCRIPTION

The lands proposed for the Timber Landing subdivision are located on the lower northeast-facing slopes of the Elk Valley, upslope of Highway 3 and the Elk River, east of the RCR maintenance building area and some of the RCR public parking areas, and south of the existing Timberline subdivision (Figure 1).

The legal description of the subject lands is: Parts of Lot 1, District Lot 4128 and 8901, Plan NEP19500 and Parts of Lot A, District Lot 8901, Plan 1687 Except Plans 10145, 15406, 17500, 18957, R368, NEP23072, NEP59141 and NEP59794, K.D.

The terrain consists of gentle to moderately steep terrain. The property is transected by a small stream and a few smaller drainages. For the most part, the lands proposed for development are covered with young forest due to past logging. There are some areas where trees have been removed associated with future lift line clearing, utility installation, logging trails, cross-country ski trails and planned roadways. There is a large gravel-surfaced public parking area in the northwest corner of Lot 1. Figures 3 and 4 present Google plan and oblique views of the property.

Photos of the site are found in Appendix II.

3.0 PROPOSED DEVELOPMENT

Figure 2 presents the proposed lot layout and land use. For the purpose of this report the property has been delineated into four areas:

- Northeast Residential – Lots 19 to 37 and Lots 40 to 52.
- Northwest Multi-family – Lots 38 and 39.
- Northwest Residential – Lots 1 to 18.
- South Multi-family – no lots defined at this time.

There are no building plans at this time. Single-family residential construction at the sites would likely be in the form of two- to three-level homes based on conventional shallow footings. Multi-family units are assumed to be three- to five-level structures based on conventional shallow footings.

4.0 PHYSIOGRAPHY OF THE ELK RIVER VALLEY

In the vicinity of Fernie, robust Paleozoic limestone overlays softer Mesozoic shales and sandstones. Erosion over geologic time has resulted in mountain ridges consisting of limestone and similar harder rock with valley bottoms and lower slopes underlain by softer shale and sandstone. As such, glaciation has resulted in the U-shaped Elk River Valley. Prior to the recent Frazer glaciation, till mantled most mid and lower elevation slopes. As the glacial ice retreated, melt waters down cut into till and deposited glaciofluvial gravels. A sediment dam at Elko caused the formation of a glacial lake and resulted in glaciolacustrine (i.e., silt and clay) deposits atop the till and glaciofluvial gravels. Through post-glacial time, the Elk River has eroded and lowered its bed into and through the glaciolacustrine material. Over time, the Elk River has moved laterally across the valley floor, the result being a broad floodplain flanked by fluvial terraces, which in turn are flanked by either glaciolacustrine terraces or till-covered bedrock.

5.0 PRECIPITATION NORMALS

Average yearly precipitation for Fernie as determined by data for the time period between 1971 and 2000 is 1217.3 mm total precipitation, 860.4 mm rainfall and 356.9 cm snowfall. Fernie receives more precipitation than many other sites in this portion of the East Kootenay.

6.0 FIELD INVESTIGATION

Mr. Douglas Clapp, P.Eng., and Mr. Mitchell Van Orman, E.I.T., of Groundtech completed the field investigation July 22 to 30, 2015. The site investigation included a site reconnaissance and a visual assessment of the property. A test pit and borehole program was completed to assess soil and groundwater conditions. Thirteen boreholes (i.e., BH6, BH8 to BH19) were completed to depths ranging from 2.74 m to 12.65 m using a tracked solid stem auger rig. All but boreholes BH13 and BH14 were completed with 25 mm diameter PVC stand pipes (i.e., piezometers) to allow for follow-up groundwater measurements. Twenty-seven test pits (TP5 to TP31) were excavated to depths ranging from 1.8 m to 4.7 m. All test pits were backfilled. The approximate test pit and borehole locations are shown on Figure 2.

The soils encountered in the test pits and boreholes were visually classified and the associated stratigraphy was logged. The test pit and borehole logs are found in Appendix III. Soil strength was

assessed using Standard Penetration Tests (SPT) in the boreholes. Soil strength (i.e., undrained shear strength, S_u) was assessed visually and/or using a Pocket Penetrometer (P.P.) for fine-grained soils. A Dynamic Cone Penetrometer (DCP, hand held) was also used to assess soil density and/or consistency in the test pits. Representative disturbed grab samples of selected materials were collected for future reference and/or possible laboratory testing. Additional observations were noted of the presence of groundwater.

For completeness, soil and groundwater information from the 1998 and 2000 Geo reports have been included in this report. To differentiate from the Groundtech test pits and boreholes, the Geo test pits and boreholes are prefixed by a 'g' subscript (e.g. g98-4, gTP1, gBH2, etc.).

The site reconnaissance included an inspection of a good portion of the areas considered for development with a focus on identifying areas of slope instability and/or groundwater seepage. Channel assessments were also completed on the streams.

6.1 Terrain, Soil and Groundwater Conditions – Northeast Residential – Lots 19-37, 40-52

Terrain

The terrain in this area has a northeast aspect and very gentle slopes. Two drainage courses, one from the northwest and one from the southwest, converge to flow eastward through the area existing via Lots 11 through 16. Site topography is shown on Figure 2.

Soils

Geo drilled two boreholes (gBH2 and gBH3) near the east boundary of this area and excavated seven test pits (gTP8 to gTP12, g98-6 and g98-7). TP7, TP8, TP9 and BH6 were completed northwest of a small stream that transects the area. BH18 and BH19 were drilled on gentle terrain in the central portion of the area.

BH6 was drilled on the lower southeast-facing slopes of a knoll. The BH6 soil stratigraphy consisted of dry to moist, loose silt with a trace of sand to a depth of 1.5 m. Moist, firm silt and clay with a trace of sand was found from depths of 1.5 m to 3.1 m; SPT blow counts / 0.305 m ranged from 5 to 8 in this interval. A thin layer of wet, very loose sand was encountered from 3.1 m to 3.7 m and was underlain by stiff (SPT blow count / 0.305 m of 9) clayey silt with some sand and a trace of gravel (till). The till extended to the bottom of the borehole at 7.3 m and is described as moist, very stiff (SPT blow counts / 0.305 m of 16 to 24) sandy clayey silt with some gravel. BH6 met refusal at a depth of 7.3 m.

TP7 was completed at the toe of a knoll to a depth of 3.1 m. The upper 2.8 m of the soil profile consisted of moist, stiff ($S_u = 50 - 70$ kPa, P.P) silt with some clay; this interval also included some sand lenses. Till described as moist, very stiff ($S_u = 100$ kPa, P.P.), sandy clayey silt with some gravel and a trace of cobbles was found to a depth of 3.1m.

TP8 and TP9 were excavated just northwest of the stream; site grading in the area of TP8 has resulted in a 0.8 m thick layer of fill comprised of mixed soils. Native soils are till described as moist, hard ($S_u = 180$ kPa, P.P.) sandy clayey silt with some gravel and a trace of cobbles. TP8 was excavated to a depth of 3.0 m. TP9 was excavated to a depth of 2.7 m and encountered fine-grained soils. Underlying a thin topsoil layer, the soil stratigraphy of TP9 consisted of moist, very stiff ($S_u = 110$ kPa, P.P.) clayey silt underlain at 0.95 m by moist, firm ($S_u = 30$ kPa, P.P.) silt with some clay and a trace of sand.

Schedule "A"

Geo completed seven test pits (g98-6, g98-7, gTP8 to gTP12) and two boreholes (gBH2 and gBH3) southeast of the stream. The remaining Geo test pits and boreholes were completed east of the stream. gTP8 to gTP12 were excavated to depths ranging from 3.0 m to 4.8 m and presented a generally similar soil stratigraphy. Underlying a thin topsoil layer, soils were primarily moist, firm to very stiff clay and silt. gTP9, gTP10 and gTP12 exhibited a slight trend of decreasing consistency with increasing depth and moisture content. The stratigraphy in gTP8 varied somewhat in that till was encountered at a depth of 3.0 m. The stratigraphy is described as a moist, silty sand layer overlying moist silty clay with some sand and a trace of gravel and cobbles.

Test pits g98-6 and g98-7 were completed in the southeastern portion of the area. g98-6 encountered a thin topsoil layer underlain by moist, stiff silt with a trace of clay to a depth of 0.8 m. Moist, stiff to hard clay was found to the bottom of the test pit to a depth of 3.0 m. Similar soils were found in g98-7 except for a layer of moist to wet, compact sand from depths of 2.7 m to 3.1 m (total depth).

gBH2 and gBH3 were drilled on the eastern-most portion of the area. gBH2 was drilled through moist, very stiff to hard ($S_u = 180$ kPa, P.P.) clay to a depth of 3.4 m. Wet, firm silt was found from depths of 3.4 m to 4.9 m. The lower-most zone consisted of moist, very stiff ($S_u = 120 - 130$ kPa, P.P.) clay with some sand and gravel (till). gBH3 was drilled to a depth of 6.1 m. The gBH1 soil stratigraphy included a near surface layer of moist, stiff clay underlain at a depth of 1.8 m by moist, stiff clay with some sand and gravel (till).

BH18 was drilled to a depth of 12.7 m. Mixtures of moist silt and clay with various consistencies were encountered. Moist, stiff to very stiff clayey silt was found to a depth of 1.5 m and was underlain by moist to wet, stiff trending to firm (SPT blow counts/0.305 of 5 to 9) silt and clay. The silt and clay soils contained an interbed of moist, firm silt and sand from depths of 2.1 m to 3.1 m. The key zone in this borehole is the wet, very soft (SPT blow counts / 0.305 m of 2 to 4) silt and clay that was found from depths of 4.6 to 12.7 m.

BH19 encountered similar soils as BH18. Near-surface soils consisted of moist, very stiff clayey silt underlain at 1.5 m by moist, firm (SPT blow count / 0.305 m = 7) clayey silt. From a depth of 3.1 m to 4.3 m, the soils were wet, soft (SPT blow count / 0.305 m = 3) silt with some clay. The key zone in BH19 was a wet, very soft (SPT blow count / 0.305 m = 2) silt and clay in the 4.3 m – 7.9 m depth interval. Soils continued to be weak with wet, loose (SPT blow count / 0.305 m = 2) sand with a trace of silt from depths of 7.9 m to 12.2 m. Till was encountered at a depth of 12.2 m and is described as moist, stiff (SPT blow count / 0.305 m = 12) clayey silt with some sand and gravel.

Near-surface layers in TP10 and TP11 included dry, loose silt with some sand underlain at 0.2 m by moist, stiff ($S_u = 50$ kPa, P.P.) clayey silt. TP10 and TP11 were excavated to depths of 2.5 m and 2.6 m, respectively. Site grading in the area of TP12 placed a 1.8 m thickness of clayey silt fill. Native soils consisted of moist, stiff ($S_u = 60$ kPa, P.P.) clayey silt. TP12 was drilled to a depth of 3.5 m. TP13 and TP14 encountered similar fine grain soils. TP13 encountered topsoil underlain at 0.35 m by dry, stiff ($S_u = 150$ kPa) silt with some clay. Moist, very stiff ($S_u = 120$ kPa, P.P.) clayey silt was found from depths of 0.65 m to 2.3 m. TP14's soil profile consisted of moist, stiff ($S_u = 80$ kPa, P.P.) silt with a trace of clay to a depth of 1.0 m, underlain to a depth of 3.5 m by moist, stiff ($S_u = 60$ kPa, P.P.) silt, with a trace of clay and sand.

Schedule "A"

Groundwater

Table 1 presents the groundwater information for the northeast residential area.

Table 1 Groundwater – Northeast Residential Area - Lots 27-37, 40-52			
Test Pit / Borehole	Depth (m)	Date	Comment
TP7	dry	07/29/2015	
TP8	dry	07/29/2015	
BH6	3.1//2.5	07/31/2015//11/12/2015	Piezometer
BH18	4.9//1.0	07/31/2015//11/12/2015	Piezometer
BH19	3.0//1.2	07/31/2015//11/12/2015	Piezometer
gBH2	3.5	07/01/2000	Piezometer
gBH3	n/a		No piezometer
gTP8	3.0	06/01/2000	Slight seepage
gTP9	1.8	06/01/2000	Slight seepage
gTP10	1.5	06/01/2000	Slight seepage
gTP11	1.3	06/01/2000	Slight seepage
gTP12	1.6	06/01/2000	Slight seepage
g98-6	dry	11/06/98	
g98-7	dry	11/06/98	

Groundwater levels will typically have seasonal trends, increasing through the spring to peak in later spring or early summer. Following the peak, groundwater levels typically decline throughout the remainder of the year. Peak levels are supported by snowmelt. There are occasional short-term spike increases that result from rainfall events. Groundwater may be perched on or within the till layer. The November levels are closer to the ground surface than the July levels, possibly because the July levels were not stabilized at the time of measurement and/or as a result of wet weather in November.

6.2 Terrain, Soil and Groundwater Conditions – Northwest Multi-Family – Lots 38-39

Terrain

The main feature in this area is a knoll with a terrace to the west and steep slopes to the south, east and north. The knoll has a vertical relief that ranges from 11 m to the north to 14 m to the east. Slope angles approach 20°.

Soils

The area is mantled by till soils to the west of the knoll and clayey silt soils overlying till to the west of the knoll.

Geo completed three test pits (gTP5, gTP6 and gTP7) near the peak of the knoll and westward. There has been some site grading in portions of this area, so the soils overlying the till include silt with some clay, silt, clay and clay fill. The till is commonly described as moist, silty sandy clay with some gravel and occasional cobbles. Density of the till ranges from stiff to hard and was encountered at depths of 0 m to 1.6 m. Test pit gTP7 may have encountered bedrock at a depth of 2.9 m.

Schedule "A"

Groundtech completed two test pits (TP5 and TP6) and three boreholes (BH8, BH9 and BH10). TP5 and TP6 were completed west and east of the knoll, respectively. TP5 encountered a clayey silt fill to a depth of 1.0 m underlain by native till described as moist, very stiff ($S_u = 100$ kPa, P.P.) clayey gravelly silt with some sand and a trace of cobbles. The soil stratigraphy of TP6 included near surface mixtures of dry to moist silt and sand. Moist, stiff silt with some clay was encountered between depths of 0.9 m to 1.8 m. Wet, stiff clayey silt was found to a depth of 3.7 m (total depth).

BH10 met refusal at a depth of 7.0 m, possibly due to bedrock. The soil stratigraphy consisted of moist, clayey silt with varying but minor portions of gravel and sand to a depth of 4.6 m. Soil consistency in the clayey silt ranged from soft to hard; SPT blow counts/0.305 m ranged from 2 to 8. Till was encountered at a depth of 4.6 m and consisted of wet, dense sandy gravelly clayey silt overlain by moist, very dense sandy gravelly silt with a trace of clay.

BH8 and BH9 were drilled east of the knoll. The BH8 stratigraphy included a thin layer of clayey silt with a trace of sand and gravel, underlain to a depth of 8.2 m by moist to wet, firm trending to very soft clayey silt with a trace of sand. SPT blow counts/0.305 m ranged from 8 to 2. Till was encountered from 8.2 m to 11.6 m when the drill met refusal. The till is described as wet, dense gravelly silty sand with a trace of clay. Bedrock may have been encountered at refusal depth. SPT blow counts/0.305 m in the till ranged from 31 to 43. The soils encountered in BH9 consisted of moist, compact gravelly silty sand underlain at 1.5 m by till described as moist, very stiff sandy silt with some gravel and clay; SPT blow counts/0.305 m ranged from 24 to 28.

TP6 was excavated to a depth of 3.7 m on the lower east slopes of the knoll. The TP6 soil stratigraphy included a near-surface layer of dry, loose silt with some sand overlying moist, loose silty sand with a trace of gravel. Stiff ($S_u = 60$ kPa, P.P.) silt with some clay was encountered from depths of 0.9 m to 1.8 m. The deepest soil layer was a wet, stiff ($S_u = 110$ kPa, P.P.) clayey silt.

Groundwater

Table 2 presents the groundwater information for the northwest multi-family area.

Table 2 Groundwater – Northwest Multi-family Area - Lots 38-39			
Test Pit / Borehole	Depth (m)	Date	Comment
TP5	dry	07/29/2015	
TP6	1.5	07/29/2015	Seepage
gTP5	dry	07/29/2015	
gTP6	dry	07/29/2015	
gTP7	1.6	06/01/2000	Seepage
BH8	4.6//2.8	07/29/2015//11/12/2015	Piezometer
BH9	Dry//0.8	07/29/2015//11/12/2015	Piezometer
BH10	Dry//1.75	07/29/2015//11/12/2015	Piezometer

As noted before, groundwater levels will exhibit seasonal trends. Groundwater may be perched on or near the surface of the lower till layer in the area. The November levels are closer to the ground surface than the July levels, possibly because the July levels were not stabilized at the time of measurement and/or as a result of wet weather in November.

Given the soil stratigraphy, it is possible that there is a shallow groundwater regime perched on or near the surface of the underlying till soils.

6.3 Terrain, Soil and Groundwater Conditions – Northwest Residential – Lots 1 - 18

Terrain

The northwest residential area has a northwest through south aspect and is situated on and near a short hill slope. The hill slope has vertical relief of 10 m to 15 m and slope angles approach 27°. The hill slope descends from a ski hill parking area to the access road to this part of the development.

Soils

g98-1 encountered till of varying gradations. Moist to wet, compact to dense gravel with some clay, silt and sand was encountered to a depth of 0.8 m. Moist to wet, stiff to very stiff silt with some sand, gravel and boulders was found between depths of 0.8 m to 1.5 m. The lowermost till zone consisted of moist to wet gravel with some clay, silt and sand.

gTP4 was completed northeast of the access road and downslope of the proposed lots and was excavated to a depth of 3.4 m. Underlying the topsoil was moist, stiff silt to a depth of 1.2 m. The lower-most horizon is till described as moist, silty clay with some sand and a trace to some gravel and a trace of cobbles. g98-1 was completed on the access road and encountered till varying from moist to wet, compact to dense gravel with some silt, sand and clay to moist to wet, stiff to very stiff silt with some sand, gravel and boulders.

Similar to the Geo test pits, TP21-TP23 and TP26 found soils described as moist, stiff to very stiff sandy clayey silt with some gravel and a trace of cobbles (i.e., till). These test pits were excavated to depths between 3.3 m and 4.5 m. The soils in TP24 differ somewhat in that an upper fill layer overlaid a layer described as wet, loose sandy clayey silt with some gravel and a trace of cobbles. TP24 was excavated to a depth of 4.0 m.

TP26 was completed at the south end of the area. Soil horizons included dry, loose silt with some sand to a depth of 1.0 m. The lower horizon consisted of till described as moist, very stiff sandy clayey silt with some gravel and a trace of cobbles.

BH11 was drilled on the bench upslope of the proposed lots. The soil stratigraphy included a 0.9 m thick fill layer underlain to a depth of 1.52 m by moist, stiff clayey gravelly silt with some sand and a trace of cobbles (i.e., till). Underlying the till, the soils consisted of moist, very stiff sandy silt with some clay and gravel.

Groundwater

No seepage was observed during the excavation of the test pits or drilling of the boreholes.

Table 3 presents the groundwater information for the northwest residential area.

Table 3 Groundwater – Northwest Residential Area – Lots 1-18			
Test Pit / Borehole	Depth (m)	Date	Comment
BH11	Dry//7.62	07/29/2015//11/12/2015	

As noted before, groundwater levels will exhibit seasonal trends. Groundwater may be perched on or within the lower till layer in the area. The November levels are closer to the ground surface than the July levels, possibly because the July levels were not stabilized at the time of measurement and/or as a result of wet weather in November.

6.4 Terrain, Soil and Groundwater Conditions – South Multi-Family

Terrain

The area has mostly an easterly to north-easterly aspect. Key terrain features include an east-west orientated ridge with moderate to steep slopes (i.e., up to 18°). There is also more gently sloped terrain on the east side of the area. The ridge feature has a vertical relief of 15 m to 20 m. A small creek orientated approximately west-east transects the area south of the ridge.

Soils

TP27, BH12, BH13 and g98-4 were completed on the ridge feature north of the creek. Due to site grading associated with trail construction near TP27, till was encountered at or near the ground surface. The till observed in TP27 is typically moist, stiff to very stiff ($S_u = 110 \text{ kPa} - 120 \text{ kPa}$, P.P.) in consistency and generally increases in strength with depth. The soil in the boreholes is, for the most part, moist, stiff to very stiff (SPT blow counts/0.305 m 11 to 28) sandy clayey silt with some gravel and a trace of cobbles. Some soils contain more gravel (i.e., gravelly) than noted above. BH12 and BH13 met refusal at 8.8 m and 4.6 m, respectively, suggesting bedrock may have been encountered. Test pit g98-4 found moist to wet, compact sand with some silt to a depth of 2.8 m underlain to 3.0 m by till described as moist to wet, very stiff to hard silty clay with a trace of sand and gravel.

TP17-TP20, TP29, g98-5, BH14 and BH15 were completed on the gently sloped terrain between the end of the ridge and Alpine Way and north of the stream.

For the most part, the test pits and boreholes completed near the toe of the ridge slope (i.e., TP17, TP20, g98-5, BH14) encountered till soils at a relatively shallow depth that ranged from 0.8 m to 1.9 m; the test pits were completed to depths ranging from 1.9 m to 2.5 m. Soils overlaying the till ranged from dry, loose silt to compact sand and gravel with some cobbles and a trace of silt. The till varied somewhat in strength and texture, ranging from moist, stiff clayey gravelly silt with some sand and a trace of cobbles to moist, very stiff to hard silty clay with a trace to some sand and a trace of gravel. SPT blow counts/0.305 m in the till were 24. Of note, BH14 met refusal at a depth of 2.74 m, possibly due to bedrock.

The other test pits and boreholes in this area (i.e., TP18, TP19 and BH15) encountered fine-grained glaciolacustrine soils. The soil stratigraphy of TP18 and TP19 are similar, consisting of a thin surficial layer of silt and sand, underlain by firm ($S_u = 30 \text{ kPa}$, P.P.) clayey silt with a trace of sand. TP18 and TP19 were completed to depths of 1.8 m and 2.9 m, respectively. BH15 was drilled to a depth of 12.2 m and encountered dry to moist, firm mixtures of silt and clay to a depth of 2.3 m. Deeper soils consisted of very soft silt and clay; SPT blow counts/0.305 m in this interval were 2.

g98-2, g98-3, TP28, TP30, TP31, BH16, BH17 were completed on the moderately sloping south terrain of this area. In general, till soils were encountered in all but the eastern-most test pits and boreholes (i.e., TP31 and BH17). Moist, stiff to very stiff till was encountered at a depth of 1.25 m to 1.8 m. The texture of the till ranged from silty clay with some sand and a trace to some gravel to clay with some silt, cobbles and boulders, with a trace of sand. The test pit depths ranged from 3.0 m to 4.0 m.

BH16 was drilled to a depth of 9.6 m. The upper layer in BH16 included dry, soft silt with some clay (i.e., fill) underlain at a depth of 2.1 m by wet, soft to very soft (SPT blow counts/0.305 m ranged from 2 to 3) sandy clayey silt with a trace of gravel. Stronger till soils were encountered at a depth of 4.6 m that included layers ranging from moist, very stiff sandy gravelly silt with a trace of clay to moist, very dense sandy gravelly silt with some clay. SPT blow counts / 0.305 m in the till ranged from 19 to 23.

Schedule "A"

TP31 encountered fill to a depth of 1.2 m underlain to a depth of 3.0 m by moist, compact silt with some sand and a trace of clay. The lowest zone consisted of wet, very soft silt with some clay. TP31 was completed to a depth of 4.0 m.

BH17 was drilled to a depth of 12.7 m and presented a soil stratigraphy that included, for the most part, upper layers of moist to wet, firm to soft mixtures of silt and clay with minor amounts of sand; SPT blow counts/ 0.305 m in this interval ranged from 7 to 2. One interbed of wet, loose (SPT blow counts/0.305 m of 4) sand was found between depths of 7.6 m and 10.6 m, underlain by wet, soft clayey silt to a depth of 12.2. Till was encountered at a depth of 12.2 m and is described as moist, very stiff clayey silt with some gravel and sand; SPT blow counts / 0.305 m in the till were 28.

Groundwater

Table 4 presents the groundwater information for the south multi-family area.

Table 4 Groundwater – South Multi-Family area			
Test Pit / Borehole	Depth (m)	Date	Comment
TP17		07/29/2015	
TP18		07/29/2015	
TP19		07/29/2015	
TP20		07/29/2015	
TP27		07/29/2015	
BH12	dry//1.45	07/29/2015//11/12/2015	
BH13	na//0.5	na//11/12/2015	No piezometer
BH15	2.3//na	07/31/2015//11/12/2015	
BH16	3.1//2.8	07/31/2015//11/12/2015	
BH17	3.0//2.3	07/31/2015//11/12/2015	
gBH2	3.5	07/01/2000	
gBH3	n/a		No piezometer
gTP8	3.0	06/01/2000	Slight seepage
gTP9	dry	06/01/2000	Slight seepage
gTP10	1.5	06/01/2000	Slight seepage
gTP11	1.3	06/01/2000	Slight seepage
gTP12	1.6	06/01/2000	Slight seepage

As noted before, groundwater levels will exhibit seasonal trends. Groundwater may be perched on or with the lower till layer in the area. The November levels are closer to the ground surface than the July levels, possibly because the July levels were not stabilized at the time of measurement and/or as a result of wet weather in November.

6.5 Surface Hydrology and Flooding Conditions

Surface water features in the area of interest include a few isolated seepage areas, a small stream network and a larger stream. The surface water features are shown on Figure 2.

The small stream network on the northern portion of the property is supported by seepage and road drainage from the ski hill road upslope of the area. The main stream outflows from the northeast corner of the property onto the developed lots to the north, then turns southeast to flow downslope of Lots 19 through 23. The full-bank (i.e., mean or Q2 flow) width and depth approaches 1.0 m and 0.2 m, respectively. The stream confinement ranges from a shallow draw to an incised gully. The stream gradients range from 5 % to 20 %.

Schedule "A"

The larger stream flows onto the property near the maintenance shop and outflows through the southeast corner of the property. The full-bank Q_2 width is variable along the stream section, ranging from 1.1 m to 3.0 m. The full-bank depth Q_2 ranges from 0.07 m to 0.14 m. The substrate consists of mixtures of sand, silt and gravel. The stream gradient ranges from 5 % to 20 %.

The channel assessment found no evidence of significant erosion and/or sediment transport. The streams present on the site are stable in terms of risk of lateral migration/avulsion, etc. The streams are also laterally confined by terrain, either in the form of draws or incised gullies. The risk of flooding beyond their confinement is very low. The location of these watercourses have been taken into account in the delineation of geozones and their associated geozone-specific building requirements/restrictions.

6.6 Laboratory Testing

Washed gradation tests (ASTM C136 and C117) were completed on nine soil samples to determine gradational characteristics. Moisture content tests were also completed on the samples. The test results are summarized in Table 5.

Sample	Cobble (%)	Gravel (%)	Sand (%)	Silt (%)	Moisture Content (%)	Description
BH6/S2	0	0	4.3	95.7	27.3	Silt, trace sand
BH6/S6	0	15.7	33.5	50.8	9.4	Sandy silt, some gravel
BH8/S7	0	25.7	50.8	23.5	12.8	Gravelly silty sand
BH9/S2	0	18.8	28.4	52.8	8.3	Sandy silt, some gravel
BH10/S7	0	0	15.4	84.6	23.0	Silt, some sand
BH11/S6	0	13.2	30.6	56.2	11.0	Sandy silt, some gravel
BH12/S6	0	8.8	27.2	64.0	12.1	Sandy silt, trace gravel
BH13/S2	0	18.6	25.8	55.6	10.4	Sandy silt, some gravel
BH16/S7	0	23.3	36.8	39.9	14.9	Gravelly sand and silt

The above samples have significant silt content, indicating moderate to high frost action potential.

Washed gradation and hydrometer tests (ASTM C136, C117 and D422) were completed on nine soil samples. Moisture content tests were also completed on the samples. The test results are summarized in Table 6.

Sample	Gravel (%)	Sand (%)	Silt (%)	Clay (%)	Moisture Content (%)	Description
BH8/S6	0	1.4	65.4	33.2	29.2	Clayey silt, trace sand
BH15/S3	0	0.6	58.4	41.0	31.5	Silt and clay
BH16/S3	2.2	20.6	46.8	30.4	25.6	Sandy clayey silt, trace gravel
BH17/S6	0.9	0.6	55.8	42.7	29.6	Silt and clay, trace sand
BH17/S11	0	1.4	55.9	42.7	32.6	Silt and clay, trace sand
BH18/S5	0	0.6	51.3	48.1	29.4	Silt and clay
BH18/S9	0	0.2	60.5	39.3	31.2	Silt and clay
BH19/S3	0	0.5	66.3	33.2	20.8	Clayey silt
BH19/S6	0	0.3	83.5	16.2	23.9	Silt, some clay

All samples contain significant silt content, indicating medium to high frost action potential.

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Atterberg Limits tests (ASTM D4318) were completed on 22 fine-grained soil samples to determine plastic and liquid limits. Moisture contents were completed on numerous samples for comparison to limit values for the fine-grained samples and other samples to assess moisture content trends. The test results are summarized in Table 7. Note, the highlighted samples are from a similar soil zone.

Table 7					
Sample	Moisture Content (%)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Soil Classification as per Casagrande Chart
BH6/S1	25.9				
BH6/S2	27.3	41	20	21	CL – medium plastic
BH6/S6 - till	9.4	22	12	10	CL – low plastic
BH8/S1	17.4				
BH8/S2	33.3				
BH8/S3	27.8	37	16	21	CL – medium plastic
BH8/S4	21.7				
BH8/S5	36.2				
BH8/S6	29.2	30	17	13	CL – low plastic
BH8/ST	21.3	24	17	7	CL-ML – low plastic / compressible
BH8/S7 - till	12.8				
BH8/S8 - till	18.3				
BH9/S2 - till	8.3	23	12	11	CL – low plastic
BH9/S3 - till	11.1				
BH9/S4 - till	10.7				
BH10/S4	23.9				
BH10/S5	20.6				
BH10/S7	23.0	32	16	16	CL – medium plastic
BH11/S2 - till	14.5				
BH11/S3 - till	13.2				
BH11/S4 - till	12.8				
BH11/S5 - till	15.2				
BH11/S6 - till	11.0	33	15	18	CL – medium plastic
BH11/S7 - till	11.4				
BH11/S8 - till	7.5				
BH11/S9 - till	14.7				
BH12/S2 – till	12.8				
BH12/S3 – till	13.2				
BH12/S4- till	12.2				
BH12/S5- till	14.8				
BH12/S6 - till	12.1	31	14	17	CL – medium plastic
BH12/S7 – till	15				
BH12/S8 – till	13				
BH12/S9 - till	11				
BH12/S10 - till	13				
BH13/S1	18				(CL) estimate
BH13/S2 – till	17				

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Table 7					
Sample	Moisture Content (%)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Soil Classification as per Casagrande Chart
BH13/S3 - till	11				
BH14/S1 - till	7.7				
BH14/S2 - till	7.8				
BH15/S2	26.1				
BH15/S3	31.5	30	17	13	CL – low plastic
BH15/S4	33.9	28	16	12	CL – low plastic
BH15/S5	23.3				
BH15/S6	24.7				
BH15/S7	25				
BH15/S8	23.3	29	15	14	CL – low plastic
	25				
BH16/S3	25.6	32	16	16	CL
BH16/S4	23.1				
BH16/S5	34.1				
BH16/S6 – till	21.3				
BH16/S7 – till	17.8				
BH16/S8 - till	14.3				
BH17/S3	30.2	31.2	17	14	CL – low plastic
BH17/S5	28.9				
BH17/S6	29.6	31	18	13	CL
BH17/S9	27.7	27	16	11	CL – low plastic
BH18/S2	23.9				
BH18/S3	21.1				
BH18/S5	31.9				
BH18/S6	34				
BH18/S7	28				
BH18/S9	31.2	28	17	11	CL – low plastic
BH18/S10	33.8	28	16	12	CL – low plastic
BH18/S11	32.8				
BH18/S12	28.8				
BH19/S2	21.6				
BH19/S3	20.8	28	18	10	CL – low plastic
BH19/S5	28.3				
BH19/S6	23.9	23	18	5	CL-ML – low plastic/compressible
BH19/S7	36.6	40	19	21	CL – medium plastic
BH19/S8	34	30	17	13	CL – low plastic
BH19/S9	33.8				
BH19/S11 – sand	27.7				
BH19/S13 - till	23.8				

For fine-grained samples with the moisture content close to the liquid limit, strength loss could occur from disturbance.

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A few of the clay samples have moisture contents higher than the liquid limits, suggesting that the soils are normally consolidated. Normally consolidated soils have not experienced effective stresses in the past that are higher than at present. Over-consolidated soils have experienced higher effective stresses in the past than at present. Over-consolidation is indicated when the moisture content is less than the plastic limit, which is the case for the till samples that had limits determined.

The till samples typically have lower moisture contents than the overlying soils, suggesting there is a perched water table above that strata.

Oedometer tests were completed by Golder Associates on three fine-grained samples to determine consolidation parameters, including over-consolidation ratio (OCR). The test results are presented in Table 8:

Table 8						
Sample	Sample Depth (m)	Estimated Effective Stress δ' (kPa)	Estimated Pre-consolidation Pressure δ_p (kPa)	Estimated OCR	Compression Index C_c	Swell Index C_s
BH8/ST	8.1	139	120	0.86	0.053	0.005
BH15/ST	9.1	139	110	0.8	0.15	0.026
BH19/S7	5.0	72	121	1.7	0.15	0.02

Testing indicates samples BH8/ST and BH15/ST are under-consolidated or at least normally consolidated. Similarly, testing on BH19/S7 suggests the soil is slightly over-consolidated. An evaluation of OCR using the ratio S_u/δ' and equation $S_u/\delta' = 0.22(OCR)^{0.8}$ suggests a similar interpretation of OCR. In addition, Triaxial testing on a similar clay sample from near the site indicated the soil was normally consolidated. The index values for BH15/ST and BH19/S7 are typical for Fernie normally consolidated soils, while the index values for BH8/ST sample are not typical.

For the purpose of design of a flexible road structure, CBR tests were completed by Curtis Engineering Ltd. on two soil samples (i.e., TP14/S1 and TP18/S1). Soaked CBR values of 2 were determined for the clay samples, which would be the worst subgrade soil expected at the site.

The lab test reports are found in Appendix IV. Some of the lab test data from the Geo investigation is shown on the test pit and borehole logs, which have been included in this report.

7.0 GEOHAZARD ASSESSMENT AND RECOMMENDATIONS

This section of the report provides the geotechnical criteria used to assess the area for building potential. Discussion is also provided regarding off-site geohazards that could affect the site, as well as on-site geohazards. Slope stability analysis was carried out to aid in the assessment of steep slopes (i.e., on-site geohazards) and the associated delineation of geozones. Descriptions of criteria of each geozone is provided, as well as geozone mapping.

7.1 Groundtech Development Potential Criteria

A building site that is considered safe for the placement of a residential structure(s) should satisfy the following criteria:

- I. the Association of Professional Engineers and Geoscientists of British Columbia Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in B.C. (2010) where developable lands should be "safe for the intended use";

- II. The appropriate event type that could affect the site is considered to be a “damaging event” and not a “life-threatening event.” In this case, the event type is assessed as damaging and not life threatening. The suggested safety standard by B.C. Ministry of Transportation and Infrastructure is that the lands should be subject to less than a 10 % chance in 50 years of an occurrence of a landslide for a damaging event; this equates to a 475-year return period for a single event;
- III. The standard of safety for a flooding occurrence is 1 in 200 years (i.e., flood construction level elevation is at least the 200-year flood elevation);
- IV. The geotechnical engineering requirement that terrain considered for development with permanent habitated structures should have a Factor of Safety (FOS) against landslides of at least 1.5 (static conditions) and 1.0 (seismic conditions); and
- V. Geomorphic processes that are active on the site; and
- VI. Soil and groundwater conditions are such that a building can be supported by typical shallow or deep foundation systems.

7.2 Geohazard Assessment

A review of imagery indicates there are no significant upslope or downslope geohazards (i.e., landslide, debris torrent, etc.) that could impact the property. Discussions with snow safety personnel at the Fernie Alpine Resort indicated the property is beyond mapped snow avalanche runout zones (i.e., 1 in 300 years); as such, the risk of snow avalanches impacting the site is very low.

Geohazards on the property are limited to steep slopes and flooding associated with streams. The flooding hazard is localized to close proximity of the streams and will be limited by terrain confinement. As noted earlier, the geohazard associated with the steep slopes and flood hazard have been taken into account in the delineation of geozones and their associated geozone-specific building requirements/restrictions.

7.3 Slope Stability Analysis

Slope stability analysis was carried out to help quantify site slope stability in terms of FOS. In geotechnical engineering practise, the degree of stability of a site is measured by a FOS parameter, where the FOS is the ratio of the resisting forces to the driving forces for a given slope profile and failure surface. A FOS of close to one or less than one would represent an unstable slope. FOSs at increasing values above one lend increasing confidence in the stability of the slope. The threshold acceptable FOS value for residential development is 1.5 (static) and 1.0 (seismic).

Six slope profiles (SP1 to SP6) for the site were assessed using Rocscience’s Slide V 6.0 software using the GLE/Morenster-Price Method (i.e., circular failure surface). The slope profile locations are shown on Figure 2. The profile was determined from contour mapping provided by RCR. The soil stratigraphy assumed in the slope stability analysis is based on conditions encountered in the test pit and boreholes and observed in surface exposures. Representative estimates of soil and groundwater conditions for the profile were incorporated in the stability analysis; assumed soil parameters are shown on the plots found in Appendix V. The soil strength parameters are based on established strength parameters for a given soil type, tri-axial testing completed by Groundtech on similar nearby soils, and engineering judgement. The assumed soil parameters used in the analysis are shown on the stability plots found in Appendix V.

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Seismic analysis was not carried out because Fernie is in a low seismic activity area and static analysis results typically govern over seismic analysis results in terms of location of safe area boundary determination, etc.

7.4 Geozones

Table 9 presents the geozone definitions, requirements and restrictions.

Table 9 Geozone Definitions, Requirements and Restrictions	
Geozone	
Zone 1	<ul style="list-style-type: none"> • Terrain is considered suitable for development with residential structures; • Terrain has a FOS against landslides of at least 1.5 and has less than a 10 % chance in 50 years of being affected by a natural slope hazard; the associated return period is 475 years for a single event; • The terrain should not be affected by a flood event with a return period of 1 in 200 years (or greater); • Terrain is considered safe for the intended use. • Conventional shallow foundations may be used to support structures. Foundation footing and/or cut-off drains to manage groundwater may be required.
Zone 2	<ul style="list-style-type: none"> • Terrain is considered suitable for development with residential structures; • Terrain has a FOS against landslides of at least 1.5 and has less than a 10 % chance in 50 years of being affected by a natural slope hazard; the associated return period is 475 years for a single event; • The terrain should not be affected by a flood event with a return period of 1 in 200 years (or greater); • Terrain is considered safe for the intended use. • Due to possible weak soils and/or high groundwater conditions, site-specific geotechnical investigation(s) will be required, prior to construction. • Basements may not be practicable on some sites. • Conventional shallow foundation may have application depending on recommendations of site-specific geotechnical investigations. Deep foundations may be used to support buildings.
Zone 3	<ul style="list-style-type: none"> • Terrain is considered suitable for development with residential structures; • Terrain has a FOS against landslides of at least 1.5 and has less than a 10 % chance in 50 years of being affected by a natural slope hazard; the associated return period is 475 years for a single event; • The terrain should not be affected by a flood event with a return period of 1 in 200 years (or greater); • Terrain is considered safe for the intended use. • Due to possible high groundwater conditions, site-specific geotechnical investigation is required, prior to construction. • Basements may not be practicable on some sites. • Conventional shallow foundation or deep foundations may be used to support buildings.
Zone 4	<ul style="list-style-type: none"> • Area was not assessed, or • Terrain is not considered suitable for development with residential structures; or • Terrain has a FOS against landslides of less than 1.5 and has greater than a 10 % chance in 50 years of being affected by a natural slope hazard; the associated return period for such an event is 475 years, or • The terrain could be affected by a flood event with a return period of 1 in 200 years (or less); or • Terrain is not considered safe for the intended use. • Residential construction on the site may be possible; however, due to terrain, soil, groundwater, and/or bedrock conditions, a site-specific geotechnical investigation is required to confirm hazard conditions at the building site(s) and to ensure these conditions are taken into account during the design and construction of the building. The site may require special foundation types and/or slope modification using recognized remedial procedures to ensure the building site meets FOS and probabilistic safety standards and will be safe for the intended use.

The lots are considered safe for the intended use.

The field assessment and slope stability analyses suggest the lots are acceptable for the placement of single-family residential structures. No geotechnical restrictions are recommended for buildable areas in terms of required building setbacks from crest or toe of slopes.

7.5 Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in B.C.

The lots are considered safe for the intended use.

7.6 Landslide Assessment Assurance Statement

The completed Landslide Assessment Assurance Statement is attached in Appendix VI.

8.0 GEOTECHNICAL ASSESSMENT AND BUILDING CONSTRUCTION RECOMMENDATIONS

8.1 Geotechnical Assessment

The development of the lots with residential structures is considered acceptable. The native surficial materials and groundwater conditions are considered poor to good for the proposed construction.

The following sections contain geotechnical recommendations for building construction.

8.2 Site Preparation

Subgrades should be prepared by removing any disturbed, loosened or water-softened soils. Topsoil, organics and near surface silt/clayey soils should be removed from the subgrade. The subgrade for the structures will vary, ranging from dense/stiff till to soft mixtures of silt and clay (CL).

Any standing water within the building site should be removed prior to site preparation. The surface of the subgrade should be trimmed smooth with a clean-up bucket of an excavator and prepared to provide positive drainage off the subgrade surface and limit the possibility of water ponding. Perimeter ditching may be required to keep subgrade soils dry during construction.

Following site preparation, heavy machinery should be restricted from prepared areas to avoid disturbing and weakening subgrade soils.

8.3 Shallow and Deep Foundations

Footings for structures in Zone 1 lands of the Northeast Residential area on Lots 19 to 26, 51 and 52 that are founded on stiff mixtures of silt and clay may be designed assuming maximum allowable soil-bearing capacities of 100 kPa (Serviceability Limit States (SLS)) and 300 kPa (Ultimate Limit States (ULS), unfactored). Estimated total and differential settlements should be less than 15 mm and tolerable for the structure. The subgrade soils are considered Class D (stiff soils) in terms of Site Classification for Seismic Site Response.

Foundations for structures in Zone 2 lands should be based on recommendations of site-specific geotechnical investigation(s). Special care will be required for foundation design in areas underlain by weak silt and clay as these soils are interpreted to be normally consolidated, which are prone to consolidation settlement when stressed by building loads. Use of conventional shallow footings in these areas may result in settlement beyond what structures can tolerate. Subgrade enhancement or deep foundations may be required to adequately support structures. Deep foundations, in particular end bearing piles, should be based in the underlying till soils. Helical piles can adequately support loads of typical single-family residences, whereas more robust piles (i.e., steel H-piles, Steel pipe piles) may be required for buildings with larger loads (i.e., multi-level, multi-family). The subgrade soils are considered Class D (stiff soils) in terms of Site Classification for Seismic Site Response.

Footings for structures in Zone 3 lands that are founded on till soils may be designed assuming maximum allowable soil-bearing capacities of 125 kPa (Serviceability Limit States (SLS)) and 700 kPa (Ultimate Limit States (ULS), un-factored) may be used for footing design. Estimated total and differential settlements should be less than 15 mm and tolerable for the structure. The subgrade soils are considered Class D (stiff soils) in terms of Site Classification for Seismic Site Response.

Given the soil characteristics, exterior wall footings should be founded at a minimum depth of 1.2 m below final site grade for protection from frost penetration. Similarly, footings in unheated areas should be founded at a minimum depth of 2.1 m below final site grade. If these depths cannot be achieved, the footings should be suitably insulated.

8.4 Drainage

For the most part, foundation/footing drainage structures will be required for buildings. Given the potential of the subgrade materials to soften and weaken if contacted by water and to protect foundation walls from the ingress of water and hydrostatic pressure, footing drainage systems are required for the buildings. Drain lines should be a minimum diameter of 100 mm perforated rigid PVC pipe and placed adjacent to the exterior toe of the footing. The drain should be buried below a minimum 300 mm thickness of drain rock; the pipe and rock should all be wrapped, as one, with non-woven geotextile (i.e., Nilex 4551 or equivalent) filter cloth to minimize the migration of fines into the pipe. Outflow should be conveyed downslope in a solid PVC pipe to daylight or to a rock pit. A similar interior under-slab drainage system should be constructed with outflows directed downslope; design details of the under-slab drainage system can be provided once building plans are further progressed.

Clean (i.e., < 5 % passing the U.S. No. 200 sieve), well-graded, free-draining backfill (i.e., 75 mm minus sand and gravel) should be used against all basement foundation walls of the buildings.

In order to promote drainage of surface waters away from the exterior of the foundation walls, the surface of any foundation backfill should be capped with a 0.3 m minimum thickness of low permeability soil (silt/clay), and the final ground surface adjacent to the foundation walls should be sloped away from the building at a minimum grade of 1 % to 2 %.

8.5 Structural Fill

Structural fill should consist of clean, well-graded, 75 mm minus sand and gravel (pit run) or crush and should be thoroughly compacted in maximum 150 mm thick lifts. In order to achieve suitable compaction, a minimum of eight passes per lift with a 1000 lb vibratory plate tamper or 10,000 lb roller should be completed. Depending on the natural moisture content of the material, the addition of water may be required to achieve suitable compaction. Should this be the case, water should be applied to the fill during the spreading of lifts, prior to compaction. Compaction testing (i.e., with a nuclear

densometer) should be conducted on structural fills that are thicker than 1 m. The minimum compaction should be 100 % of the material's Standard Proctor Maximum Dry Density (SPMDD).

If the surface of the backfill on an exterior foundation wall is to support structures sensitive to settlement, such as sidewalks, driveways or parking areas, the backfill should consist of compacted structural fill, as described above.

The on-site soils are not suitable for re-use as structural fill.

8.6 Concrete Slab-On-Grade

Floor slabs-on-grade should be underlain by a granular drainage layer consisting of at least 150 mm of clean (i.e., < 5 % passing the U.S. No. 200 sieve), 20 mm minus crush or clean, 50 mm minus sand and gravel and should be thoroughly compacted using a vibrating plate tamper, as described above. To inhibit the upward migration of moisture, slabs should be separated from the underlying drainage layer by 0.15 mm (6 mil) thick polyethylene sheeting vapour barrier. Adjacent sheets of vapour barrier should overlap by a minimum of 0.6 m.

8.7 Lateral Earth Pressure for Foundation Wall Design

Assuming the basement foundation wall (i.e., 3 m high) backfill is clean, compacted sand and gravel, an earth pressure-at-rest coefficient K_o of 0.4 and passive earth pressure coefficient K_p of 3.0 can be used for wall design. The above K_o value is based on level backfill. As such, the foundation wall design can be carried out assuming an equivalent fluid pressure of 9 kPa/m of vertical backfill. A geotechnical engineer should be consulted for appropriate K_o and equivalent fluid pressure values if foundation wall backfill is anticipated to be sloping (i.e., ascending from the wall face).

8.8 Concrete Type

Type 10 Normal Portland concrete is recommended, as the soils in the area typically do not have any significant soluble sulphate content.

9.0 GEOTECHNICAL ASSESSMENT AND FLEXIBLE PAVEMENT CONSTRUCTION RECOMMENDATIONS

The recommended flexible pavement structure is presented in Table 10:

Table 10		
Component	Minimum Thickness (mm)	Comments/Specifications
Asphalt Concrete	50	Construction materials and procedures should conform to MMCD specifications.
Granular Base Course	200	
Granular Sub-base Course	300	
Granular Subgrade Replacement	As required	Replacement of subgrade soils should occur where materials are considered unsuitable and/or where moisture conditioning is considered impractical/uneconomic and/or compaction of the subgrade is problematic (see sub-section below for further requirements for subgrade enhancement).

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The above flexible road structure design took into account the following:

1. The performance of the existing pavement near the site.
2. Minimum flexible road structure for a “subdivision road” for an Alpine Ski Village as per the BC MOT Supplement to the Geometric Design Guide 1500.
3. MMCD Design Guidelines (2014.12.04).
4. Minimum flexible road structure for a residential road as per the City of Fernie (COF) Subdivision Servicing Bylaw 1727.
5. Subgrade soils will provide a minimum M_r of 27.4 MPa (CBR of 2 %, soaked). Higher M_r values are anticipated in many areas.
6. Design trafficking of 52,000 ESALs for a 20-year life, which is consistent with the MOT specifications for a local residential road. The above design was assessed using Tensar's Spectrapave4 Pro Program (based on ASSHTO 1993 Method). The assessment confirmed at least a design life of 52,000 ESALs (i.e., 20 year life) could be expected assuming a subgrade M_r value of 27.4 MPa. The design determination took into account the Asphalt Institute M-1 design method).
7. The subgrade soils in some areas are frost-susceptible.
8. Potentially high groundwater conditions.

Subgrade Preparation

The upper 300 mm of the subgrade soils should be compacted to a minimum of 98 % of the material's SPMDD using methods consistent with the MMCD and/or COF specifications. A sheepsfoot roller is recommended for use where silty soils are encountered in the subgrade; otherwise a vibratory roller may be used.

Areas containing silty soils with moisture contents in excess of optimum may require scarification and aeration. Moisture conditioning may be required in some areas containing granular soils where in situ moisture contents are dry of optimum.

Proof rolling of the subgrade should be made using a loaded dual-axle gravel truck and witnessed by a geotechnical engineer or designate.

Subgrade Replacement

As noted earlier, additional measures may be required in some areas. Where soils are unsuitable and/or it is impractical to scarify and aerate, subgrade replacement may be required. The material should consist of clean (i.e., less than 8 % passing the 0.075 mm ASTM sieve size), 150 mm minus, well-graded granular material consisting of durable stone, free of organics and soft materials. Lifts should not exceed 200 mm, and each lift should be compacted to a minimum of 98 % of the material's SPMDD.

It may be necessary to overlay the excavated subgrade with geotextile (Geotex 250ST or approved equivalent) prior to placing subgrade placement materials to provide reinforcement and long-term separation of silty underlying subgrade soils from overlying sub-base or subgrade replacement materials. The use of geotextile should be based on the recommendations of a geotechnical engineer made at the time of the subgrade inspection and/or witnessing of proof rolling.

Proof rolling of the completed subgrade surface, where subgrade replacement has been completed, should be made using a loaded dual-axle gravel truck and witnessed by a geotechnical engineer or designate.

Schedule "A"

Crossfall

Road subgrades and all layers of the flexible pavement structure should be prepared to provide a 2 % crossfall.

Re-Use of In Situ Materials

Gradation testing indicated the sub-base and base materials contain significant fines, generally in excess of the minimum MMCD specification. As such, these materials are not suitable for re-use as sub-base or base materials. However, these materials are suitable for use as trench backfill.

Frost Considerations

The expected maximum frost penetration under average conditions for a road in Fernie can exceed 1.2 m. Based on the observed soil, groundwater and existing conditions of the asphalt surface, some frost action is probable.

Testing and Inspection

All engineering design recommendations presented herein are based on the assumption that a qualified contractor will be retained to carry out the work and that an adequate level of inspections and testing will be provided during construction. Weekly spot inspections should be completed by Groundtech (or designate). Groundtech should inspect the prepared subgrade and witness the proof roll, which should utilize a fully loaded dual-axle gravel truck. Materials testing should be carried out by a qualified materials testing firm, to a satisfactory degree and/or defined by the COF and/or MMCD specifications.

10.0 CLOSURE

This report has been prepared for the exclusive use of Resorts of the Canadian Rockies, the B.C. Ministry of Transportation and RDEK and for this project.

This report is based on subsurface information obtained during the site investigation, which was conducted with accepted geotechnical engineering principles and practices. It should be noted that natural soil and groundwater conditions can be variable. No other warranty, expressed or implied, is made. Groundtech should be contacted if subsurface conditions encountered during construction differ from those anticipated and/or interpreted from the site investigation.

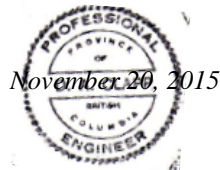
Individual recommendations presented in this report should not be used out of context with the entire report. Interpretation of any part of this report should be made in consultation with Groundtech. Any use or reliance of this report by a third party is the responsibility of said party, and Groundtech accepts no responsibility for any damages suffered by said party as a result of decisions made or actions taken based on this report.

If there are any questions or concerns regarding the foregoing information please call Douglas Clapp, P. Eng., at (250) 423-4829.

Respectfully submitted,



Douglas A. Clapp, P. Eng.
DAC/dac



11.0 REVIEW OF EXISTING INFORMATION

1. Biophysical Resources of the East Kootenay Area: Soils, Wildlife Technical Monograph TM-1; B.C. Ministry of the Environment; March 1990.
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6. Geotechnical Site Investigation Report, Infill Lots 1 and 2, Timberline Crescent, Fernie Alpine Resort, B.C., February 2015.

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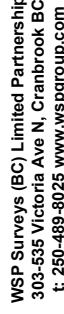
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Landslide Assessment Assurance Statement



The intended plot size of this plan is 864mm in width by 560mm in height (D size) when plotted at a scale of 1:1000.

All distances are in metres and decimals thereof.



Timberlanding

DISCLOSURE PLAN FOR GEOTECHNICAL COVENANT AREAS

DRAWN JL	DATE 2016-10-26	CHECKED MR	SCALE 1:1000
SHEET No. 010048836-DP02-R01			

**GEOTECHNICAL SITE INVESTIGATION REPORT
PROPOSED TIMBER LANDING SUBDIVISION
FERNIE ALPINE RESORT, B.C.**

**Prepared For:
Resorts of the Canadian Rockies
Calgary, AB**

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November 2015

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1.0 INTRODUCTION

This report provides the findings and recommendations of a geotechnical site investigation completed for the proposed Timber Landing subdivision at the Fernie Alpine Resort, near Fernie, B.C. Groundtech Engineering Ltd. (Groundtech) completed the site investigation at the request of Mr. Patrick Majer, of Resorts of the Canadian Rockies (RCR), the owner of the property.

The purpose of the investigation was to determine soil, terrain and groundwater conditions at the site. An assessment of conditions for building (i.e., single-family and multi-unit buildings) and roadway construction are provided, as well as related recommendations. Assessment of slope stability for the property was completed to aid in delineating building setbacks/safe building areas (i.e., geozones) related to geohazards (i.e., steep slopes, flooding, etc.). Terrain, soil, groundwater conditions, and stream locations have been taken into account in the delineation of geozones. Each geozone has specific building requirements and/or restrictions. The scope of work for this project was detailed in Groundtech's proposal entitled Geotechnical Site Investigation Proposal, Timber Landing Subdivision, Fernie Alpine Resort, B.C., dated May 2015. Approval for this project was provided by Mr. Patrick Majer of RCR.

Geo-Engineering (M.S.T.) LTD. (Geo) completed two earlier geotechnical investigations on the subject site:

- Fernie Alpine Resort Expansion, Report of Development Conditions, dated December 1998.
- Proposed Timber Landing Subdivision (Phase 1), Geotechnical Investigation, dated August 2000.

The approving authorities for the subject site are the Regional District of East Kootenay (RDEK) and the B.C. Ministry of Transportation and Infrastructure (MOTI).

2.0 LOCATION AND DESCRIPTION

The lands proposed for the Timber Landing subdivision are located on the lower northeast-facing slopes of the Elk Valley, upslope of Highway 3 and the Elk River, east of the RCR maintenance building area and some of the RCR public parking areas, and south of the existing Timberline subdivision (Figure 1).

The legal description of the subject lands is: Parts of Lot 1, District Lot 4128 and 8901, Plan NEP19500 and Parts of Lot A, District Lot 8901, Plan 1687 Except Plans 10145, 15406, 17500, 18957, R368, NEP23072, NEP59141 and NEP59794, K.D.

The terrain consists of gentle to moderately steep terrain. The property is transected by a small stream and a few smaller drainages. For the most part, the lands proposed for development are covered with young forest due to past logging. There are some areas where trees have been removed associated with future lift line clearing, utility installation, logging trails, cross-country ski trails and planned roadways. There is a large gravel-surfaced public parking area in the northwest corner of Lot 1. Figures 3 and 4 present Google plan and oblique views of the property.

Photos of the site are found in Appendix II.

3.0 PROPOSED DEVELOPMENT

Figure 2 presents the proposed lot layout and land use. For the purpose of this report the property has been delineated into four areas:

- Northeast Residential – Lots 19 to 37 and Lots 40 to 52.
- Northwest Multi-family – Lots 38 and 39.
- Northwest Residential – Lots 1 to 18.
- South Multi-family – no lots defined at this time.

There are no building plans at this time. Single-family residential construction at the sites would likely be in the form of two- to three-level homes based on conventional shallow footings. Multi-family units are assumed to be three- to five-level structures based on conventional shallow footings.

4.0 PHYSIOGRAPHY OF THE ELK RIVER VALLEY

In the vicinity of Fernie, robust Paleozoic limestone overlays softer Mesozoic shales and sandstones. Erosion over geologic time has resulted in mountain ridges consisting of limestone and similar harder rock with valley bottoms and lower slopes underlain by softer shale and sandstone. As such, glaciation has resulted in the U-shaped Elk River Valley. Prior to the recent Frazer glaciation, till mantled most mid and lower elevation slopes. As the glacial ice retreated, melt waters down cut into till and deposited glaciofluvial gravels. A sediment dam at Elko caused the formation of a glacial lake and resulted in glaciolacustrine (i.e., silt and clay) deposits atop the till and glaciofluvial gravels. Through post-glacial time, the Elk River has eroded and lowered its bed into and through the glaciolacustrine material. Over time, the Elk River has moved laterally across the valley floor, the result being a broad floodplain flanked by fluvial terraces, which in turn are flanked by either glaciolacustrine terraces or till-covered bedrock.

5.0 PRECIPITATION NORMALS

Average yearly precipitation for Fernie as determined by data for the time period between 1971 and 2000 is 1217.3 mm total precipitation, 860.4 mm rainfall and 356.9 cm snowfall. Fernie receives more precipitation than many other sites in this portion of the East Kootenay.

6.0 FIELD INVESTIGATION

Mr. Douglas Clapp, P.Eng., and Mr. Mitchell Van Orman, E.I.T., of Groundtech completed the field investigation July 22 to 30, 2015. The site investigation included a site reconnaissance and a visual assessment of the property. A test pit and borehole program was completed to assess soil and groundwater conditions. Thirteen boreholes (i.e., BH6, BH8 to BH19) were completed to depths ranging from 2.74 m to 12.65 m using a tracked solid stem auger rig. All but boreholes BH13 and BH14 were completed with 25 mm diameter PVC stand pipes (i.e., piezometers) to allow for follow-up groundwater measurements. Twenty-seven test pits (TP5 to TP31) were excavated to depths ranging from 1.8 m to 4.7 m. All test pits were backfilled. The approximate test pit and borehole locations are shown on Figure 2.

The soils encountered in the test pits and boreholes were visually classified and the associated stratigraphy was logged. The test pit and borehole logs are found in Appendix III. Soil strength was

assessed using Standard Penetration Tests (SPT) in the boreholes. Soil strength (i.e., undrained shear strength, S_u) was assessed visually and/or using a Pocket Penetrometer (P.P.) for fine-grained soils. A Dynamic Cone Penetrometer (DCP, hand held) was also used to assess soil density and/or consistency in the test pits. Representative disturbed grab samples of selected materials were collected for future reference and/or possible laboratory testing. Additional observations were noted of the presence of groundwater.

For completeness, soil and groundwater information from the 1998 and 2000 Geo reports have been included in this report. To differentiate from the Groundtech test pits and boreholes, the Geo test pits and boreholes are prefixed by a 'g' subscript (e.g. g98-4, gTP1, gBH2, etc.).

The site reconnaissance included an inspection of a good portion of the areas considered for development with a focus on identifying areas of slope instability and/or groundwater seepage. Channel assessments were also completed on the streams.

6.1 Terrain, Soil and Groundwater Conditions – Northeast Residential – Lots 19-37, 40-52

Terrain

The terrain in this area has a northeast aspect and very gentle slopes. Two drainage courses, one from the northwest and one from the southwest, converge to flow eastward through the area existing via Lots 11 through 16. Site topography is shown on Figure 2.

Soils

Geo drilled two boreholes (gBH2 and gBH3) near the east boundary of this area and excavated seven test pits (gTP8 to gTP12, g98-6 and g98-7). TP7, TP8, TP9 and BH6 were completed northwest of a small stream that transects the area. BH18 and BH19 were drilled on gentle terrain in the central portion of the area.

BH6 was drilled on the lower southeast-facing slopes of a knoll. The BH6 soil stratigraphy consisted of dry to moist, loose silt with a trace of sand to a depth of 1.5 m. Moist, firm silt and clay with a trace of sand was found from depths of 1.5 m to 3.1 m; SPT blow counts / 0.305 m ranged from 5 to 8 in this interval. A thin layer of wet, very loose sand was encountered from 3.1 m to 3.7 m and was underlain by stiff (SPT blow count / 0.305 m of 9) clayey silt with some sand and a trace of gravel (till). The till extended to the bottom of the borehole at 7.3 m and is described as moist, very stiff (SPT blow counts / 0.305 m of 16 to 24) sandy clayey silt with some gravel. BH6 met refusal at a depth of 7.3 m.

TP7 was completed at the toe of a knoll to a depth of 3.1 m. The upper 2.8 m of the soil profile consisted of moist, stiff ($S_u = 50 - 70$ kPa, P.P) silt with some clay; this interval also included some sand lenses. Till described as moist, very stiff ($S_u = 100$ kPa, P.P.), sandy clayey silt with some gravel and a trace of cobbles was found to a depth of 3.1m.

TP8 and TP9 were excavated just northwest of the stream; site grading in the area of TP8 has resulted in a 0.8 m thick layer of fill comprised of mixed soils. Native soils are till described as moist, hard ($S_u = 180$ kPa, P.P.) sandy clayey silt with some gravel and a trace of cobbles. TP8 was excavated to a depth of 3.0 m. TP9 was excavated to a depth of 2.7 m and encountered fine-grained soils. Underlying a thin topsoil layer, the soil stratigraphy of TP9 consisted of moist, very stiff ($S_u = 110$ kPa, P.P.) clayey silt underlain at 0.95 m by moist, firm ($S_u = 30$ kPa, P.P.) silt with some clay and a trace of sand.

Schedule "A"

Geo completed seven test pits (g98-6, g98-7, gTP8 to gTP12) and two boreholes (gBH2 and gBH3) southeast of the stream. The remaining Geo test pits and boreholes were completed east of the stream. gTP8 to gTP12 were excavated to depths ranging from 3.0 m to 4.8 m and presented a generally similar soil stratigraphy. Underlying a thin topsoil layer, soils were primarily moist, firm to very stiff clay and silt. gTP9, gTP10 and gTP12 exhibited a slight trend of decreasing consistency with increasing depth and moisture content. The stratigraphy in gTP8 varied somewhat in that till was encountered at a depth of 3.0 m. The stratigraphy is described as a moist, silty sand layer overlying moist silty clay with some sand and a trace of gravel and cobbles.

Test pits g98-6 and g98-7 were completed in the southeastern portion of the area. g98-6 encountered a thin topsoil layer underlain by moist, stiff silt with a trace of clay to a depth of 0.8 m. Moist, stiff to hard clay was found to the bottom of the test pit to a depth of 3.0 m. Similar soils were found in g98-7 except for a layer of moist to wet, compact sand from depths of 2.7 m to 3.1 m (total depth).

gBH2 and gBH3 were drilled on the eastern-most portion of the area. gBH2 was drilled through moist, very stiff to hard ($S_u = 180$ kPa, P.P.) clay to a depth of 3.4 m. Wet, firm silt was found from depths of 3.4 m to 4.9 m. The lower-most zone consisted of moist, very stiff ($S_u = 120 - 130$ kPa, P.P.) clay with some sand and gravel (till). gBH3 was drilled to a depth of 6.1 m. The gBH1 soil stratigraphy included a near surface layer of moist, stiff clay underlain at a depth of 1.8 m by moist, stiff clay with some sand and gravel (till).

BH18 was drilled to a depth of 12.7 m. Mixtures of moist silt and clay with various consistencies were encountered. Moist, stiff to very stiff clayey silt was found to a depth of 1.5 m and was underlain by moist to wet, stiff trending to firm (SPT blow counts/0.305 of 5 to 9) silt and clay. The silt and clay soils contained an interbed of moist, firm silt and sand from depths of 2.1 m to 3.1 m. The key zone in this borehole is the wet, very soft (SPT blow counts / 0.305 m of 2 to 4) silt and clay that was found from depths of 4.6 to 12.7 m.

BH19 encountered similar soils as BH18. Near-surface soils consisted of moist, very stiff clayey silt underlain at 1.5 m by moist, firm (SPT blow count / 0.305 m = 7) clayey silt. From a depth of 3.1 m to 4.3 m, the soils were wet, soft (SPT blow count / 0.305 m = 3) silt with some clay. The key zone in BH19 was a wet, very soft (SPT blow count / 0.305 m = 2) silt and clay in the 4.3 m – 7.9 m depth interval. Soils continued to be weak with wet, loose (SPT blow count / 0.305 m = 2) sand with a trace of silt from depths of 7.9 m to 12.2 m. Till was encountered at a depth of 12.2 m and is described as moist, stiff (SPT blow count / 0.305 m = 12) clayey silt with some sand and gravel.

Near-surface layers in TP10 and TP11 included dry, loose silt with some sand underlain at 0.2 m by moist, stiff ($S_u = 50$ kPa, P.P.) clayey silt. TP10 and TP11 were excavated to depths of 2.5 m and 2.6 m, respectively. Site grading in the area of TP12 placed a 1.8 m thickness of clayey silt fill. Native soils consisted of moist, stiff ($S_u = 60$ kPa, P.P.) clayey silt. TP12 was drilled to a depth of 3.5 m. TP13 and TP14 encountered similar fine grain soils. TP13 encountered topsoil underlain at 0.35 m by dry, stiff ($S_u = 150$ kPa) silt with some clay. Moist, very stiff ($S_u = 120$ kPa, P.P.) clayey silt was found from depths of 0.65 m to 2.3 m. TP14's soil profile consisted of moist, stiff ($S_u = 80$ kPa, P.P.) silt with a trace of clay to a depth of 1.0 m, underlain to a depth of 3.5 m by moist, stiff ($S_u = 60$ kPa, P.P.) silt, with a trace of clay and sand.

Schedule "A"

Groundwater

Table 1 presents the groundwater information for the northeast residential area.

Table 1 Groundwater – Northeast Residential Area - Lots 27-37, 40-52			
Test Pit / Borehole	Depth (m)	Date	Comment
TP7	dry	07/29/2015	
TP8	dry	07/29/2015	
BH6	3.1//2.5	07/31/2015//11/12/2015	Piezometer
BH18	4.9//1.0	07/31/2015//11/12/2015	Piezometer
BH19	3.0//1.2	07/31/2015//11/12/2015	Piezometer
gBH2	3.5	07/01/2000	Piezometer
gBH3	n/a		No piezometer
gTP8	3.0	06/01/2000	Slight seepage
gTP9	1.8	06/01/2000	Slight seepage
gTP10	1.5	06/01/2000	Slight seepage
gTP11	1.3	06/01/2000	Slight seepage
gTP12	1.6	06/01/2000	Slight seepage
g98-6	dry	11/06/98	
g98-7	dry	11/06/98	

Groundwater levels will typically have seasonal trends, increasing through the spring to peak in later spring or early summer. Following the peak, groundwater levels typically decline throughout the remainder of the year. Peak levels are supported by snowmelt. There are occasional short-term spike increases that result from rainfall events. Groundwater may be perched on or within the till layer. The November levels are closer to the ground surface than the July levels, possibly because the July levels were not stabilized at the time of measurement and/or as a result of wet weather in November.

6.2 Terrain, Soil and Groundwater Conditions – Northwest Multi-Family – Lots 38-39

Terrain

The main feature in this area is a knoll with a terrace to the west and steep slopes to the south, east and north. The knoll has a vertical relief that ranges from 11 m to the north to 14 m to the east. Slope angles approach 20°.

Soils

The area is mantled by till soils to the west of the knoll and clayey silt soils overlying till to the west of the knoll.

Geo completed three test pits (gTP5, gTP6 and gTP7) near the peak of the knoll and westward. There has been some site grading in portions of this area, so the soils overlying the till include silt with some clay, silt, clay and clay fill. The till is commonly described as moist, silty sandy clay with some gravel and occasional cobbles. Density of the till ranges from stiff to hard and was encountered at depths of 0 m to 1.6 m. Test pit gTP7 may have encountered bedrock at a depth of 2.9 m.

Schedule "A"

Groundtech completed two test pits (TP5 and TP6) and three boreholes (BH8, BH9 and BH10). TP5 and TP6 were completed west and east of the knoll, respectively. TP5 encountered a clayey silt fill to a depth of 1.0 m underlain by native till described as moist, very stiff ($S_u = 100$ kPa, P.P.) clayey gravelly silt with some sand and a trace of cobbles. The soil stratigraphy of TP6 included near surface mixtures of dry to moist silt and sand. Moist, stiff silt with some clay was encountered between depths of 0.9 m to 1.8 m. Wet, stiff clayey silt was found to a depth of 3.7 m (total depth).

BH10 met refusal at a depth of 7.0 m, possibly due to bedrock. The soil stratigraphy consisted of moist, clayey silt with varying but minor portions of gravel and sand to a depth of 4.6 m. Soil consistency in the clayey silt ranged from soft to hard; SPT blow counts/0.305 m ranged from 2 to 8. Till was encountered at a depth of 4.6 m and consisted of wet, dense sandy gravelly clayey silt overlain by moist, very dense sandy gravelly silt with a trace of clay.

BH8 and BH9 were drilled east of the knoll. The BH8 stratigraphy included a thin layer of clayey silt with a trace of sand and gravel, underlain to a depth of 8.2 m by moist to wet, firm trending to very soft clayey silt with a trace of sand. SPT blow counts/0.305 m ranged from 8 to 2. Till was encountered from 8.2 m to 11.6 m when the drill met refusal. The till is described as wet, dense gravelly silty sand with a trace of clay. Bedrock may have been encountered at refusal depth. SPT blow counts/0.305 m in the till ranged from 31 to 43. The soils encountered in BH9 consisted of moist, compact gravelly silty sand underlain at 1.5 m by till described as moist, very stiff sandy silt with some gravel and clay; SPT blow counts/0.305 m ranged from 24 to 28.

TP6 was excavated to a depth of 3.7 m on the lower east slopes of the knoll. The TP6 soil stratigraphy included a near-surface layer of dry, loose silt with some sand overlying moist, loose silty sand with a trace of gravel. Stiff ($S_u = 60$ kPa, P.P.) silt with some clay was encountered from depths of 0.9 m to 1.8 m. The deepest soil layer was a wet, stiff ($S_u = 110$ kPa, P.P.) clayey silt.

Groundwater

Table 2 presents the groundwater information for the northwest multi-family area.

Table 2 Groundwater – Northwest Multi-family Area - Lots 38-39			
Test Pit / Borehole	Depth (m)	Date	Comment
TP5	dry	07/29/2015	
TP6	1.5	07/29/2015	Seepage
gTP5	dry	07/29/2015	
gTP6	dry	07/29/2015	
gTP7	1.6	06/01/2000	Seepage
BH8	4.6//2.8	07/29/2015//11/12/2015	Piezometer
BH9	Dry//0.8	07/29/2015//11/12/2015	Piezometer
BH10	Dry//1.75	07/29/2015//11/12/2015	Piezometer

As noted before, groundwater levels will exhibit seasonal trends. Groundwater may be perched on or near the surface of the lower till layer in the area. The November levels are closer to the ground surface than the July levels, possibly because the July levels were not stabilized at the time of measurement and/or as a result of wet weather in November.

Given the soil stratigraphy, it is possible that there is a shallow groundwater regime perched on or near the surface of the underlying till soils.

6.3 Terrain, Soil and Groundwater Conditions – Northwest Residential – Lots 1 - 18

Terrain

The northwest residential area has a northwest through south aspect and is situated on and near a short hill slope. The hill slope has vertical relief of 10 m to 15 m and slope angles approach 27°. The hill slope descends from a ski hill parking area to the access road to this part of the development.

Soils

g98-1 encountered till of varying gradations. Moist to wet, compact to dense gravel with some clay, silt and sand was encountered to a depth of 0.8 m. Moist to wet, stiff to very stiff silt with some sand, gravel and boulders was found between depths of 0.8 m to 1.5 m. The lowermost till zone consisted of moist to wet gravel with some clay, silt and sand.

gTP4 was completed northeast of the access road and downslope of the proposed lots and was excavated to a depth of 3.4 m. Underlying the topsoil was moist, stiff silt to a depth of 1.2 m. The lower-most horizon is till described as moist, silty clay with some sand and a trace to some gravel and a trace of cobbles. g98-1 was completed on the access road and encountered till varying from moist to wet, compact to dense gravel with some silt, sand and clay to moist to wet, stiff to very stiff silt with some sand, gravel and boulders.

Similar to the Geo test pits, TP21-TP23 and TP26 found soils described as moist, stiff to very stiff sandy clayey silt with some gravel and a trace of cobbles (i.e., till). These test pits were excavated to depths between 3.3 m and 4.5 m. The soils in TP24 differ somewhat in that an upper fill layer overlaid a layer described as wet, loose sandy clayey silt with some gravel and a trace of cobbles. TP24 was excavated to a depth of 4.0 m.

TP26 was completed at the south end of the area. Soil horizons included dry, loose silt with some sand to a depth of 1.0 m. The lower horizon consisted of till described as moist, very stiff sandy clayey silt with some gravel and a trace of cobbles.

BH11 was drilled on the bench upslope of the proposed lots. The soil stratigraphy included a 0.9 m thick fill layer underlain to a depth of 1.52 m by moist, stiff clayey gravelly silt with some sand and a trace of cobbles (i.e., till). Underlying the till, the soils consisted of moist, very stiff sandy silt with some clay and gravel.

Groundwater

No seepage was observed during the excavation of the test pits or drilling of the boreholes.

Table 3 presents the groundwater information for the northwest residential area.

Table 3 Groundwater – Northwest Residential Area – Lots 1-18			
Test Pit / Borehole	Depth (m)	Date	Comment
BH11	Dry//7.62	07/29/2015//11/12/2015	

As noted before, groundwater levels will exhibit seasonal trends. Groundwater may be perched on or within the lower till layer in the area. The November levels are closer to the ground surface than the July levels, possibly because the July levels were not stabilized at the time of measurement and/or as a result of wet weather in November.

6.4 Terrain, Soil and Groundwater Conditions – South Multi-Family

Terrain

The area has mostly an easterly to north-easterly aspect. Key terrain features include an east-west orientated ridge with moderate to steep slopes (i.e., up to 18°). There is also more gently sloped terrain on the east side of the area. The ridge feature has a vertical relief of 15 m to 20 m. A small creek orientated approximately west-east transects the area south of the ridge.

Soils

TP27, BH12, BH13 and g98-4 were completed on the ridge feature north of the creek. Due to site grading associated with trail construction near TP27, till was encountered at or near the ground surface. The till observed in TP27 is typically moist, stiff to very stiff ($S_u = 110 \text{ kPa} - 120 \text{ kPa}$, P.P.) in consistency and generally increases in strength with depth. The soil in the boreholes is, for the most part, moist, stiff to very stiff (SPT blow counts/0.305 m 11 to 28) sandy clayey silt with some gravel and a trace of cobbles. Some soils contain more gravel (i.e., gravelly) than noted above. BH12 and BH13 met refusal at 8.8 m and 4.6 m, respectively, suggesting bedrock may have been encountered. Test pit g98-4 found moist to wet, compact sand with some silt to a depth of 2.8 m underlain to 3.0 m by till described as moist to wet, very stiff to hard silty clay with a trace of sand and gravel.

TP17-TP20, TP29, g98-5, BH14 and BH15 were completed on the gently sloped terrain between the end of the ridge and Alpine Way and north of the stream.

For the most part, the test pits and boreholes completed near the toe of the ridge slope (i.e., TP17, TP20, g98-5, BH14) encountered till soils at a relatively shallow depth that ranged from 0.8 m to 1.9 m; the test pits were completed to depths ranging from 1.9 m to 2.5 m. Soils overlaying the till ranged from dry, loose silt to compact sand and gravel with some cobbles and a trace of silt. The till varied somewhat in strength and texture, ranging from moist, stiff clayey gravelly silt with some sand and a trace of cobbles to moist, very stiff to hard silty clay with a trace to some sand and a trace of gravel. SPT blow counts/0.305 m in the till were 24. Of note, BH14 met refusal at a depth of 2.74 m, possibly due to bedrock.

The other test pits and boreholes in this area (i.e., TP18, TP19 and BH15) encountered fine-grained glaciolacustrine soils. The soil stratigraphy of TP18 and TP19 are similar, consisting of a thin surficial layer of silt and sand, underlain by firm ($S_u = 30 \text{ kPa}$, P.P.) clayey silt with a trace of sand. TP18 and TP19 were completed to depths of 1.8 m and 2.9 m, respectively. BH15 was drilled to a depth of 12.2 m and encountered dry to moist, firm mixtures of silt and clay to a depth of 2.3 m. Deeper soils consisted of very soft silt and clay; SPT blow counts/0.305 m in this interval were 2.

g98-2, g98-3, TP28, TP30, TP31, BH16, BH17 were completed on the moderately sloping south terrain of this area. In general, till soils were encountered in all but the eastern-most test pits and boreholes (i.e., TP31 and BH17). Moist, stiff to very stiff till was encountered at a depth of 1.25 m to 1.8 m. The texture of the till ranged from silty clay with some sand and a trace to some gravel to clay with some silt, cobbles and boulders, with a trace of sand. The test pit depths ranged from 3.0 m to 4.0 m.

BH16 was drilled to a depth of 9.6 m. The upper layer in BH16 included dry, soft silt with some clay (i.e., fill) underlain at a depth of 2.1 m by wet, soft to very soft (SPT blow counts/0.305 m ranged from 2 to 3) sandy clayey silt with a trace of gravel. Stronger till soils were encountered at a depth of 4.6 m that included layers ranging from moist, very stiff sandy gravelly silt with a trace of clay to moist, very dense sandy gravelly silt with some clay. SPT blow counts / 0.305 m in the till ranged from 19 to 23.

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TP31 encountered fill to a depth of 1.2 m underlain to a depth of 3.0 m by moist, compact silt with some sand and a trace of clay. The lowest zone consisted of wet, very soft silt with some clay. TP31 was completed to a depth of 4.0 m.

BH17 was drilled to a depth of 12.7 m and presented a soil stratigraphy that included, for the most part, upper layers of moist to wet, firm to soft mixtures of silt and clay with minor amounts of sand; SPT blow counts/ 0.305 m in this interval ranged from 7 to 2. One interbed of wet, loose (SPT blow counts/0.305 m of 4) sand was found between depths of 7.6 m and 10.6 m, underlain by wet, soft clayey silt to a depth of 12.2. Till was encountered at a depth of 12.2 m and is described as moist, very stiff clayey silt with some gravel and sand; SPT blow counts / 0.305 m in the till were 28.

Groundwater

Table 4 presents the groundwater information for the south multi-family area.

Table 4 Groundwater – South Multi-Family area			
Test Pit / Borehole	Depth (m)	Date	Comment
TP17		07/29/2015	
TP18		07/29/2015	
TP19		07/29/2015	
TP20		07/29/2015	
TP27		07/29/2015	
BH12	dry//1.45	07/29/2015//11/12/2015	
BH13	na//0.5	na//11/12/2015	No piezometer
BH15	2.3//na	07/31/2015//11/12/2015	
BH16	3.1//2.8	07/31/2015//11/12/2015	
BH17	3.0//2.3	07/31/2015//11/12/2015	
gBH2	3.5	07/01/2000	
gBH3	n/a		No piezometer
gTP8	3.0	06/01/2000	Slight seepage
gTP9	dry	06/01/2000	Slight seepage
gTP10	1.5	06/01/2000	Slight seepage
gTP11	1.3	06/01/2000	Slight seepage
gTP12	1.6	06/01/2000	Slight seepage

As noted before, groundwater levels will exhibit seasonal trends. Groundwater may be perched on or with the lower till layer in the area. The November levels are closer to the ground surface than the July levels, possibly because the July levels were not stabilized at the time of measurement and/or as a result of wet weather in November.

6.5 Surface Hydrology and Flooding Conditions

Surface water features in the area of interest include a few isolated seepage areas, a small stream network and a larger stream. The surface water features are shown on Figure 2.

The small stream network on the northern portion of the property is supported by seepage and road drainage from the ski hill road upslope of the area. The main stream outflows from the northeast corner of the property onto the developed lots to the north, then turns southeast to flow downslope of Lots 19 through 23. The full-bank (i.e., mean or Q2 flow) width and depth approaches 1.0 m and 0.2 m, respectively. The stream confinement ranges from a shallow draw to an incised gully. The stream gradients range from 5 % to 20 %.

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The larger stream flows onto the property near the maintenance shop and outflows through the southeast corner of the property. The full-bank Q_2 width is variable along the stream section, ranging from 1.1 m to 3.0 m. The full-bank depth Q_2 ranges from 0.07 m to 0.14 m. The substrate consists of mixtures of sand, silt and gravel. The stream gradient ranges from 5 % to 20 %.

The channel assessment found no evidence of significant erosion and/or sediment transport. The streams present on the site are stable in terms of risk of lateral migration/avulsion, etc. The streams are also laterally confined by terrain, either in the form of draws or incised gullies. The risk of flooding beyond their confinement is very low. The location of these watercourses have been taken into account in the delineation of geozones and their associated geozone-specific building requirements/restrictions.

6.6 Laboratory Testing

Washed gradation tests (ASTM C136 and C117) were completed on nine soil samples to determine gradational characteristics. Moisture content tests were also completed on the samples. The test results are summarized in Table 5.

Sample	Cobble (%)	Gravel (%)	Sand (%)	Silt (%)	Moisture Content (%)	Description
BH6/S2	0	0	4.3	95.7	27.3	Silt, trace sand
BH6/S6	0	15.7	33.5	50.8	9.4	Sandy silt, some gravel
BH8/S7	0	25.7	50.8	23.5	12.8	Gravelly silty sand
BH9/S2	0	18.8	28.4	52.8	8.3	Sandy silt, some gravel
BH10/S7	0	0	15.4	84.6	23.0	Silt, some sand
BH11/S6	0	13.2	30.6	56.2	11.0	Sandy silt, some gravel
BH12/S6	0	8.8	27.2	64.0	12.1	Sandy silt, trace gravel
BH13/S2	0	18.6	25.8	55.6	10.4	Sandy silt, some gravel
BH16/S7	0	23.3	36.8	39.9	14.9	Gravelly sand and silt

The above samples have significant silt content, indicating moderate to high frost action potential.

Washed gradation and hydrometer tests (ASTM C136, C117 and D422) were completed on nine soil samples. Moisture content tests were also completed on the samples. The test results are summarized in Table 6.

Sample	Gravel (%)	Sand (%)	Silt (%)	Clay (%)	Moisture Content (%)	Description
BH8/S6	0	1.4	65.4	33.2	29.2	Clayey silt, trace sand
BH15/S3	0	0.6	58.4	41.0	31.5	Silt and clay
BH16/S3	2.2	20.6	46.8	30.4	25.6	Sandy clayey silt, trace gravel
BH17/S6	0.9	0.6	55.8	42.7	29.6	Silt and clay, trace sand
BH17/S11	0	1.4	55.9	42.7	32.6	Silt and clay, trace sand
BH18/S5	0	0.6	51.3	48.1	29.4	Silt and clay
BH18/S9	0	0.2	60.5	39.3	31.2	Silt and clay
BH19/S3	0	0.5	66.3	33.2	20.8	Clayey silt
BH19/S6	0	0.3	83.5	16.2	23.9	Silt, some clay

All samples contain significant silt content, indicating medium to high frost action potential.

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Atterberg Limits tests (ASTM D4318) were completed on 22 fine-grained soil samples to determine plastic and liquid limits. Moisture contents were completed on numerous samples for comparison to limit values for the fine-grained samples and other samples to assess moisture content trends. The test results are summarized in Table 7. Note, the highlighted samples are from a similar soil zone.

Table 7					
Sample	Moisture Content (%)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Soil Classification as per Casagrande Chart
BH6/S1	25.9				
BH6/S2	27.3	41	20	21	CL – medium plastic
BH6/S6 - till	9.4	22	12	10	CL – low plastic
BH8/S1	17.4				
BH8/S2	33.3				
BH8/S3	27.8	37	16	21	CL – medium plastic
BH8/S4	21.7				
BH8/S5	36.2				
BH8/S6	29.2	30	17	13	CL – low plastic
BH8/ST	21.3	24	17	7	CL-ML – low plastic / compressible
BH8/S7 - till	12.8				
BH8/S8 - till	18.3				
BH9/S2 - till	8.3	23	12	11	CL – low plastic
BH9/S3 - till	11.1				
BH9/S4 - till	10.7				
BH10/S4	23.9				
BH10/S5	20.6				
BH10/S7	23.0	32	16	16	CL – medium plastic
BH11/S2 - till	14.5				
BH11/S3 - till	13.2				
BH11/S4 - till	12.8				
BH11/S5 - till	15.2				
BH11/S6 - till	11.0	33	15	18	CL – medium plastic
BH11/S7 - till	11.4				
BH11/S8 - till	7.5				
BH11/S9 - till	14.7				
BH12/S2 – till	12.8				
BH12/S3 – till	13.2				
BH12/S4- till	12.2				
BH12/S5- till	14.8				
BH12/S6 - till	12.1	31	14	17	CL – medium plastic
BH12/S7 – till	15				
BH12/S8 – till	13				
BH12/S9 - till	11				
BH12/S10 - till	13				
BH13/S1	18				(CL) estimate
BH13/S2 – till	17				

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Table 7					
Sample	Moisture Content (%)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Soil Classification as per Casagrande Chart
BH13/S3 - till	11				
BH14/S1 - till	7.7				
BH14/S2 - till	7.8				
BH15/S2	26.1				
BH15/S3	31.5	30	17	13	CL – low plastic
BH15/S4	33.9	28	16	12	CL – low plastic
BH15/S5	23.3				
BH15/S6	24.7				
BH15/S7	25				
BH15/S8	23.3	29	15	14	CL – low plastic
	25				
BH16/S3	25.6	32	16	16	CL
BH16/S4	23.1				
BH16/S5	34.1				
BH16/S6 – till	21.3				
BH16/S7 – till	17.8				
BH16/S8 - till	14.3				
BH17/S3	30.2	31.2	17	14	CL – low plastic
BH17/S5	28.9				
BH17/S6	29.6	31	18	13	CL
BH17/S9	27.7	27	16	11	CL – low plastic
BH18/S2	23.9				
BH18/S3	21.1				
BH18/S5	31.9				
BH18/S6	34				
BH18/S7	28				
BH18/S9	31.2	28	17	11	CL – low plastic
BH18/S10	33.8	28	16	12	CL – low plastic
BH18/S11	32.8				
BH18/S12	28.8				
BH19/S2	21.6				
BH19/S3	20.8	28	18	10	CL – low plastic
BH19/S5	28.3				
BH19/S6	23.9	23	18	5	CL-ML – low plastic/compressible
BH19/S7	36.6	40	19	21	CL – medium plastic
BH19/S8	34	30	17	13	CL – low plastic
BH19/S9	33.8				
BH19/S11 – sand	27.7				
BH19/S13 - till	23.8				

For fine-grained samples with the moisture content close to the liquid limit, strength loss could occur from disturbance.

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A few of the clay samples have moisture contents higher than the liquid limits, suggesting that the soils are normally consolidated. Normally consolidated soils have not experienced effective stresses in the past that are higher than at present. Over-consolidated soils have experienced higher effective stresses in the past than at present. Over-consolidation is indicated when the moisture content is less than the plastic limit, which is the case for the till samples that had limits determined.

The till samples typically have lower moisture contents than the overlying soils, suggesting there is a perched water table above that strata.

Oedometer tests were completed by Golder Associates on three fine-grained samples to determine consolidation parameters, including over-consolidation ratio (OCR). The test results are presented in Table 8:

Table 8						
Sample	Sample Depth (m)	Estimated Effective Stress δ' (kPa)	Estimated Pre-consolidation Pressure δ_p (kPa)	Estimated OCR	Compression Index C_c	Swell Index C_s
BH8/ST	8.1	139	120	0.86	0.053	0.005
BH15/ST	9.1	139	110	0.8	0.15	0.026
BH19/S7	5.0	72	121	1.7	0.15	0.02

Testing indicates samples BH8/ST and BH15/ST are under-consolidated or at least normally consolidated. Similarly, testing on BH19/S7 suggests the soil is slightly over-consolidated. An evaluation of OCR using the ratio S_u/δ' and equation $S_u/\delta' = 0.22(OCR)^{0.8}$ suggests a similar interpretation of OCR. In addition, Triaxial testing on a similar clay sample from near the site indicated the soil was normally consolidated. The index values for BH15/ST and BH19/S7 are typical for Fernie normally consolidated soils, while the index values for BH8/ST sample are not typical.

For the purpose of design of a flexible road structure, CBR tests were completed by Curtis Engineering Ltd. on two soil samples (i.e., TP14/S1 and TP18/S1). Soaked CBR values of 2 were determined for the clay samples, which would be the worst subgrade soil expected at the site.

The lab test reports are found in Appendix IV. Some of the lab test data from the Geo investigation is shown on the test pit and borehole logs, which have been included in this report.

7.0 GEOHAZARD ASSESSMENT AND RECOMMENDATIONS

This section of the report provides the geotechnical criteria used to assess the area for building potential. Discussion is also provided regarding off-site geohazards that could affect the site, as well as on-site geohazards. Slope stability analysis was carried out to aid in the assessment of steep slopes (i.e., on-site geohazards) and the associated delineation of geozones. Descriptions of criteria of each geozone is provided, as well as geozone mapping.

7.1 Groundtech Development Potential Criteria

A building site that is considered safe for the placement of a residential structure(s) should satisfy the following criteria:

- I. the Association of Professional Engineers and Geoscientists of British Columbia Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in B.C. (2010) where developable lands should be "safe for the intended use";

- II. The appropriate event type that could affect the site is considered to be a “damaging event” and not a “life-threatening event.” In this case, the event type is assessed as damaging and not life threatening. The suggested safety standard by B.C. Ministry of Transportation and Infrastructure is that the lands should be subject to less than a 10 % chance in 50 years of an occurrence of a landslide for a damaging event; this equates to a 475-year return period for a single event;
- III. The standard of safety for a flooding occurrence is 1 in 200 years (i.e., flood construction level elevation is at least the 200-year flood elevation);
- IV. The geotechnical engineering requirement that terrain considered for development with permanent habitated structures should have a Factor of Safety (FOS) against landslides of at least 1.5 (static conditions) and 1.0 (seismic conditions); and
- V. Geomorphic processes that are active on the site; and
- VI. Soil and groundwater conditions are such that a building can be supported by typical shallow or deep foundation systems.

7.2 Geohazard Assessment

A review of imagery indicates there are no significant upslope or downslope geohazards (i.e., landslide, debris torrent, etc.) that could impact the property. Discussions with snow safety personnel at the Fernie Alpine Resort indicated the property is beyond mapped snow avalanche runout zones (i.e., 1 in 300 years); as such, the risk of snow avalanches impacting the site is very low.

Geohazards on the property are limited to steep slopes and flooding associated with streams. The flooding hazard is localized to close proximity of the streams and will be limited by terrain confinement. As noted earlier, the geohazard associated with the steep slopes and flood hazard have been taken into account in the delineation of geozones and their associated geozone-specific building requirements/restrictions.

7.3 Slope Stability Analysis

Slope stability analysis was carried out to help quantify site slope stability in terms of FOS. In geotechnical engineering practise, the degree of stability of a site is measured by a FOS parameter, where the FOS is the ratio of the resisting forces to the driving forces for a given slope profile and failure surface. A FOS of close to one or less than one would represent an unstable slope. FOSs at increasing values above one lend increasing confidence in the stability of the slope. The threshold acceptable FOS value for residential development is 1.5 (static) and 1.0 (seismic).

Six slope profiles (SP1 to SP6) for the site were assessed using Rocscience’s Slide V 6.0 software using the GLE/Morenster-Price Method (i.e., circular failure surface). The slope profile locations are shown on Figure 2. The profile was determined from contour mapping provided by RCR. The soil stratigraphy assumed in the slope stability analysis is based on conditions encountered in the test pit and boreholes and observed in surface exposures. Representative estimates of soil and groundwater conditions for the profile were incorporated in the stability analysis; assumed soil parameters are shown on the plots found in Appendix V. The soil strength parameters are based on established strength parameters for a given soil type, tri-axial testing completed by Groundtech on similar nearby soils, and engineering judgement. The assumed soil parameters used in the analysis are shown on the stability plots found in Appendix V.

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Seismic analysis was not carried out because Fernie is in a low seismic activity area and static analysis results typically govern over seismic analysis results in terms of location of safe area boundary determination, etc.

7.4 Geozones

Table 9 presents the geozone definitions, requirements and restrictions.

Table 9 Geozone Definitions, Requirements and Restrictions	
Geozone	
Zone 1	<ul style="list-style-type: none"> • Terrain is considered suitable for development with residential structures; • Terrain has a FOS against landslides of at least 1.5 and has less than a 10 % chance in 50 years of being affected by a natural slope hazard; the associated return period is 475 years for a single event; • The terrain should not be affected by a flood event with a return period of 1 in 200 years (or greater); • Terrain is considered safe for the intended use. • Conventional shallow foundations may be used to support structures. Foundation footing and/or cut-off drains to manage groundwater may be required.
Zone 2	<ul style="list-style-type: none"> • Terrain is considered suitable for development with residential structures; • Terrain has a FOS against landslides of at least 1.5 and has less than a 10 % chance in 50 years of being affected by a natural slope hazard; the associated return period is 475 years for a single event; • The terrain should not be affected by a flood event with a return period of 1 in 200 years (or greater); • Terrain is considered safe for the intended use. • Due to possible weak soils and/or high groundwater conditions, site-specific geotechnical investigation(s) will be required, prior to construction. • Basements may not be practicable on some sites. • Conventional shallow foundation may have application depending on recommendations of site-specific geotechnical investigations. Deep foundations may be used to support buildings.
Zone 3	<ul style="list-style-type: none"> • Terrain is considered suitable for development with residential structures; • Terrain has a FOS against landslides of at least 1.5 and has less than a 10 % chance in 50 years of being affected by a natural slope hazard; the associated return period is 475 years for a single event; • The terrain should not be affected by a flood event with a return period of 1 in 200 years (or greater); • Terrain is considered safe for the intended use. • Due to possible high groundwater conditions, site-specific geotechnical investigation is required, prior to construction. • Basements may not be practicable on some sites. • Conventional shallow foundation or deep foundations may be used to support buildings.
Zone 4	<ul style="list-style-type: none"> • Area was not assessed, or • Terrain is not considered suitable for development with residential structures; or • Terrain has a FOS against landslides of less than 1.5 and has greater than a 10 % chance in 50 years of being affected by a natural slope hazard; the associated return period for such an event is 475 years, or • The terrain could be affected by a flood event with a return period of 1 in 200 years (or less); or • Terrain is not considered safe for the intended use. • Residential construction on the site may be possible; however, due to terrain, soil, groundwater, and/or bedrock conditions, a site-specific geotechnical investigation is required to confirm hazard conditions at the building site(s) and to ensure these conditions are taken into account during the design and construction of the building. The site may require special foundation types and/or slope modification using recognized remedial procedures to ensure the building site meets FOS and probabilistic safety standards and will be safe for the intended use.

The lots are considered safe for the intended use.

The field assessment and slope stability analyses suggest the lots are acceptable for the placement of single-family residential structures. No geotechnical restrictions are recommended for buildable areas in terms of required building setbacks from crest or toe of slopes.

7.5 Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in B.C.

The lots are considered safe for the intended use.

7.6 Landslide Assessment Assurance Statement

The completed Landslide Assessment Assurance Statement is attached in Appendix VI.

8.0 GEOTECHNICAL ASSESSMENT AND BUILDING CONSTRUCTION RECOMMENDATIONS

8.1 Geotechnical Assessment

The development of the lots with residential structures is considered acceptable. The native surficial materials and groundwater conditions are considered poor to good for the proposed construction.

The following sections contain geotechnical recommendations for building construction.

8.2 Site Preparation

Subgrades should be prepared by removing any disturbed, loosened or water-softened soils. Topsoil, organics and near surface silt/clayey soils should be removed from the subgrade. The subgrade for the structures will vary, ranging from dense/stiff till to soft mixtures of silt and clay (CL).

Any standing water within the building site should be removed prior to site preparation. The surface of the subgrade should be trimmed smooth with a clean-up bucket of an excavator and prepared to provide positive drainage off the subgrade surface and limit the possibility of water ponding. Perimeter ditching may be required to keep subgrade soils dry during construction.

Following site preparation, heavy machinery should be restricted from prepared areas to avoid disturbing and weakening subgrade soils.

8.3 Shallow and Deep Foundations

Footings for structures in Zone 1 lands of the Northeast Residential area on Lots 19 to 26, 51 and 52 that are founded on stiff mixtures of silt and clay may be designed assuming maximum allowable soil-bearing capacities of 100 kPa (Serviceability Limit States (SLS)) and 300 kPa (Ultimate Limit States (ULS), unfactored). Estimated total and differential settlements should be less than 15 mm and tolerable for the structure. The subgrade soils are considered Class D (stiff soils) in terms of Site Classification for Seismic Site Response.

Foundations for structures in Zone 2 lands should be based on recommendations of site-specific geotechnical investigation(s). Special care will be required for foundation design in areas underlain by weak silt and clay as these soils are interpreted to be normally consolidated, which are prone to consolidation settlement when stressed by building loads. Use of conventional shallow footings in these areas may result in settlement beyond what structures can tolerate. Subgrade enhancement or deep foundations may be required to adequately support structures. Deep foundations, in particular end bearing piles, should be based in the underlying till soils. Helical piles can adequately support loads of typical single-family residences, whereas more robust piles (i.e., steel H-piles, Steel pipe piles) may be required for buildings with larger loads (i.e., multi-level, multi-family). The subgrade soils are considered Class D (stiff soils) in terms of Site Classification for Seismic Site Response.

Footings for structures in Zone 3 lands that are founded on till soils may be designed assuming maximum allowable soil-bearing capacities of 125 kPa (Serviceability Limit States (SLS)) and 700 kPa (Ultimate Limit States (ULS), un-factored) may be used for footing design. Estimated total and differential settlements should be less than 15 mm and tolerable for the structure. The subgrade soils are considered Class D (stiff soils) in terms of Site Classification for Seismic Site Response.

Given the soil characteristics, exterior wall footings should be founded at a minimum depth of 1.2 m below final site grade for protection from frost penetration. Similarly, footings in unheated areas should be founded at a minimum depth of 2.1 m below final site grade. If these depths cannot be achieved, the footings should be suitably insulated.

8.4 Drainage

For the most part, foundation/footing drainage structures will be required for buildings. Given the potential of the subgrade materials to soften and weaken if contacted by water and to protect foundation walls from the ingress of water and hydrostatic pressure, footing drainage systems are required for the buildings. Drain lines should be a minimum diameter of 100 mm perforated rigid PVC pipe and placed adjacent to the exterior toe of the footing. The drain should be buried below a minimum 300 mm thickness of drain rock; the pipe and rock should all be wrapped, as one, with non-woven geotextile (i.e., Nilex 4551 or equivalent) filter cloth to minimize the migration of fines into the pipe. Outflow should be conveyed downslope in a solid PVC pipe to daylight or to a rock pit. A similar interior under-slab drainage system should be constructed with outflows directed downslope; design details of the under-slab drainage system can be provided once building plans are further progressed.

Clean (i.e., < 5 % passing the U.S. No. 200 sieve), well-graded, free-draining backfill (i.e., 75 mm minus sand and gravel) should be used against all basement foundation walls of the buildings.

In order to promote drainage of surface waters away from the exterior of the foundation walls, the surface of any foundation backfill should be capped with a 0.3 m minimum thickness of low permeability soil (silt/clay), and the final ground surface adjacent to the foundation walls should be sloped away from the building at a minimum grade of 1 % to 2 %.

8.5 Structural Fill

Structural fill should consist of clean, well-graded, 75 mm minus sand and gravel (pit run) or crush and should be thoroughly compacted in maximum 150 mm thick lifts. In order to achieve suitable compaction, a minimum of eight passes per lift with a 1000 lb vibratory plate tamper or 10,000 lb roller should be completed. Depending on the natural moisture content of the material, the addition of water may be required to achieve suitable compaction. Should this be the case, water should be applied to the fill during the spreading of lifts, prior to compaction. Compaction testing (i.e., with a nuclear

densometer) should be conducted on structural fills that are thicker than 1 m. The minimum compaction should be 100 % of the material's Standard Proctor Maximum Dry Density (SPMDD).

If the surface of the backfill on an exterior foundation wall is to support structures sensitive to settlement, such as sidewalks, driveways or parking areas, the backfill should consist of compacted structural fill, as described above.

The on-site soils are not suitable for re-use as structural fill.

8.6 Concrete Slab-On-Grade

Floor slabs-on-grade should be underlain by a granular drainage layer consisting of at least 150 mm of clean (i.e., < 5 % passing the U.S. No. 200 sieve), 20 mm minus crush or clean, 50 mm minus sand and gravel and should be thoroughly compacted using a vibrating plate tamper, as described above. To inhibit the upward migration of moisture, slabs should be separated from the underlying drainage layer by 0.15 mm (6 mil) thick polyethylene sheeting vapour barrier. Adjacent sheets of vapour barrier should overlap by a minimum of 0.6 m.

8.7 Lateral Earth Pressure for Foundation Wall Design

Assuming the basement foundation wall (i.e., 3 m high) backfill is clean, compacted sand and gravel, an earth pressure-at-rest coefficient K_o of 0.4 and passive earth pressure coefficient K_p of 3.0 can be used for wall design. The above K_o value is based on level backfill. As such, the foundation wall design can be carried out assuming an equivalent fluid pressure of 9 kPa/m of vertical backfill. A geotechnical engineer should be consulted for appropriate K_o and equivalent fluid pressure values if foundation wall backfill is anticipated to be sloping (i.e., ascending from the wall face).

8.8 Concrete Type

Type 10 Normal Portland concrete is recommended, as the soils in the area typically do not have any significant soluble sulphate content.

9.0 GEOTECHNICAL ASSESSMENT AND FLEXIBLE PAVEMENT CONSTRUCTION RECOMMENDATIONS

The recommended flexible pavement structure is presented in Table 10:

Table 10		
Component	Minimum Thickness (mm)	Comments/Specifications
Asphalt Concrete	50	Construction materials and procedures should conform to MMCD specifications.
Granular Base Course	200	
Granular Sub-base Course	300	
Granular Subgrade Replacement	As required	Replacement of subgrade soils should occur where materials are considered unsuitable and/or where moisture conditioning is considered impractical/uneconomic and/or compaction of the subgrade is problematic (see sub-section below for further requirements for subgrade enhancement).

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The above flexible road structure design took into account the following:

1. The performance of the existing pavement near the site.
2. Minimum flexible road structure for a “subdivision road” for an Alpine Ski Village as per the BC MOT Supplement to the Geometric Design Guide 1500.
3. MMCD Design Guidelines (2014.12.04).
4. Minimum flexible road structure for a residential road as per the City of Fernie (COF) Subdivision Servicing Bylaw 1727.
5. Subgrade soils will provide a minimum M_r of 27.4 MPa (CBR of 2 %, soaked). Higher M_r values are anticipated in many areas.
6. Design trafficking of 52,000 ESALs for a 20-year life, which is consistent with the MOT specifications for a local residential road. The above design was assessed using Tensar's Spectrapave4 Pro Program (based on ASSHTO 1993 Method). The assessment confirmed at least a design life of 52,000 ESALs (i.e., 20 year life) could be expected assuming a subgrade M_r value of 27.4 MPa. The design determination took into account the Asphalt Institute M-1 design method).
7. The subgrade soils in some areas are frost-susceptible.
8. Potentially high groundwater conditions.

Subgrade Preparation

The upper 300 mm of the subgrade soils should be compacted to a minimum of 98 % of the material's SPMDD using methods consistent with the MMCD and/or COF specifications. A sheepsfoot roller is recommended for use where silty soils are encountered in the subgrade; otherwise a vibratory roller may be used.

Areas containing silty soils with moisture contents in excess of optimum may require scarification and aeration. Moisture conditioning may be required in some areas containing granular soils where in situ moisture contents are dry of optimum.

Proof rolling of the subgrade should be made using a loaded dual-axle gravel truck and witnessed by a geotechnical engineer or designate.

Subgrade Replacement

As noted earlier, additional measures may be required in some areas. Where soils are unsuitable and/or it is impractical to scarify and aerate, subgrade replacement may be required. The material should consist of clean (i.e., less than 8 % passing the 0.075 mm ASTM sieve size), 150 mm minus, well-graded granular material consisting of durable stone, free of organics and soft materials. Lifts should not exceed 200 mm, and each lift should be compacted to a minimum of 98 % of the material's SPMDD.

It may be necessary to overlay the excavated subgrade with geotextile (Geotex 250ST or approved equivalent) prior to placing subgrade placement materials to provide reinforcement and long-term separation of silty underlying subgrade soils from overlying sub-base or subgrade replacement materials. The use of geotextile should be based on the recommendations of a geotechnical engineer made at the time of the subgrade inspection and/or witnessing of proof rolling.

Proof rolling of the completed subgrade surface, where subgrade replacement has been completed, should be made using a loaded dual-axle gravel truck and witnessed by a geotechnical engineer or designate.

Schedule "A"

Crossfall

Road subgrades and all layers of the flexible pavement structure should be prepared to provide a 2 % crossfall.

Re-Use of In Situ Materials

Gradation testing indicated the sub-base and base materials contain significant fines, generally in excess of the minimum MMCD specification. As such, these materials are not suitable for re-use as sub-base or base materials. However, these materials are suitable for use as trench backfill.

Frost Considerations

The expected maximum frost penetration under average conditions for a road in Fernie can exceed 1.2 m. Based on the observed soil, groundwater and existing conditions of the asphalt surface, some frost action is probable.

Testing and Inspection

All engineering design recommendations presented herein are based on the assumption that a qualified contractor will be retained to carry out the work and that an adequate level of inspections and testing will be provided during construction. Weekly spot inspections should be completed by Groundtech (or designate). Groundtech should inspect the prepared subgrade and witness the proof roll, which should utilize a fully loaded dual-axle gravel truck. Materials testing should be carried out by a qualified materials testing firm, to a satisfactory degree and/or defined by the COF and/or MMCD specifications.

10.0 CLOSURE

This report has been prepared for the exclusive use of Resorts of the Canadian Rockies, the B.C. Ministry of Transportation and RDEK and for this project.

This report is based on subsurface information obtained during the site investigation, which was conducted with accepted geotechnical engineering principles and practices. It should be noted that natural soil and groundwater conditions can be variable. No other warranty, expressed or implied, is made. Groundtech should be contacted if subsurface conditions encountered during construction differ from those anticipated and/or interpreted from the site investigation.

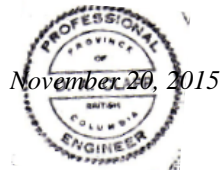
Individual recommendations presented in this report should not be used out of context with the entire report. Interpretation of any part of this report should be made in consultation with Groundtech. Any use or reliance of this report by a third party is the responsibility of said party, and Groundtech accepts no responsibility for any damages suffered by said party as a result of decisions made or actions taken based on this report.

If there are any questions or concerns regarding the foregoing information please call Douglas Clapp, P. Eng., at (250) 423-4829.

Respectfully submitted,



Douglas A. Clapp, P. Eng.
DAC/dac



11.0 REVIEW OF EXISTING INFORMATION

1. Biophysical Resources of the East Kootenay Area: Soils, Wildlife Technical Monograph TM-1; B.C. Ministry of the Environment; March 1990.
2. Biophysical Resources of the East Kootenay Area: Terrain; B.C. Ministry of the Environment; 1981.
3. Fernie Alpine Resort, Proposed Timber Landing Subdivision (Phase 1); Geo-Engineering (M.S.T.) LTD., August 2000.
4. Resorts of the Canadian Rockies, Fernie Alpine Resort Proposed Expansion, Report on Development Conditions; Geo-Engineering (M.S.T.) LTD.; December 1998.
5. Geotechnical Site Investigation Report, Proposed Infill Lots C and D, Timberline Crescent, Fernie Alpine Resort, B.C.; Groundtech Engineering Ltd.; September 2015.
6. Geotechnical Site Investigation Report, Infill Lots 1 and 2, Timberline Crescent, Fernie Alpine Resort, B.C., February 2015.

Schedule "A"

APPENDIX I

Figures

Schedule "A"

APPENDIX II

Photos

Schedule "A"

APPENDIX III

Test Pit and Borehole Logs

Schedule "A"

APPENDIX IV

Lab Test Reports

Schedule "A"

APPENDIX V

Slope Stability Analysis Plots

Schedule "A"

APPENDIX VI

Landslide Assessment Assurance Statement

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:30:51

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917526 CA5611365 CA5611366
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-360 LOT 6 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA4369728 THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA5044642 HERETO IS ANNEXED EASEMENT XD4815 OVER LOT 29 DISTRICT LOTS 8900 AND 8901 KOOTENAY DISTRICT PLAN 15604 PART FORMERLY LOT A PLAN 1687 EXCEPT PLANS 10145, 15604, 17500, 18957, R368, NEP23072, NEP59141 AND NEP59794

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:30:51

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

HERETO IS ANNEXED RESTRICTIVE COVENANT XD30432 OVER LOT A PLAN 18957
PART FORMERLY LOT A PLAN 1687 EXCEPT PLANS 10145,
15604, 17500, 18957, R368, NEP23072, NEP59141 AND
NEP59794

HERETO IS ANNEXED EASEMENT XG29435 OVER THAT PART OF LOT 52 PLAN 15604
INCLUDED IN PLAN NEP20775
PART FORMERLY LOT A PLAN 1687 EXCEPT PLANS 10145,
15604, 17500, 18957, R368, NEP23072, NEP59141 AND
NEP59794

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	KL130073
Registration Date and Time:	1997-11-27 10:02
Registered Owner:	BANK OF MONTREAL
Remarks:	INTER ALIA EXTENDED BY KM126258 MODIFIED BY KM126260 EXTENDED BY CA6917519

Nature:	ASSIGNMENT OF RENTS
Registration Number:	KL130074
Registration Date and Time:	1997-11-27 10:02
Registered Owner:	BANK OF MONTREAL
Remarks:	INTER ALIA EXTENDED BY KM126259 MODIFIED BY KM126261 EXTENDED BY CA6917520

Nature:	MORTGAGE
Registration Number:	KM126260
Registration Date and Time:	1998-12-18 10:25
Remarks:	INTER ALIA MODIFICATION OF KL130073 (SEE KM126258)

Nature:	ASSIGNMENT OF RENTS
Registration Number:	KM126261
Registration Date and Time:	1998-12-18 10:25
Remarks:	INTER ALIA MODIFICATION OF KL130074 (SEE KM126259)

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:30:51

Requestor: Patricia Belcher-Bell

Nature: STATUTORY RIGHT OF WAY
Registration Number: KN82946
Registration Date and Time: 1999-09-13 11:43
Registered Owner: BC TEL
INCORPORATION NO. 1081A
Remarks: INTER ALIA
PART FORMERLY LOT A PLAN 1687 EXCEPT PLANS 10145,
15604, 17500, 18957, R368, NEP23072, NEP59141 AND
NEP59794

Nature: MORTGAGE
Registration Number: KR85494
Registration Date and Time: 2001-09-14 12:07
Registered Owner: BANK OF MONTREAL
Remarks: INTER ALIA
EXTENDED BY LB309620

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: MORTGAGE
Registration Number: CA6917519
Registration Date and Time: 2018-07-09 12:17
Registered Owner: BANK OF MONTREAL
Remarks: INTER ALIA
EXTENSION OF KL130073

Nature: ASSIGNMENT OF RENTS
Registration Number: CA6917520
Registration Date and Time: 2018-07-09 12:17
Registered Owner: BANK OF MONTREAL
Remarks: INTER ALIA
EXTENSION OF KL130074

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:30:51

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KL130073,
KL130074, KM126260, KM126261, KR85494, KR85495,
CA6917519 AND CA6917520

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KL130073,
KL130074, KM126260, KM126261, KR85494, KR85495,
CA6917519 AND CA6917520

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KL130073,
KL130074, KM126260, KM126261, KR85494, KR85495,
CA6917519 AND CA6917520

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:30:51

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KL130073,
KL130074, KM126260, KM126261, KR85494, KR85495,
CA6917519 AND CA6917520

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KL130073,
KL130074, KM126260, KM126261, KR85494, KR85495,
CA6917519 AND CA6917520

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KL130073,
KL130074, KM126260, KM126261, KR85494, KR85495,
CA6917519 AND CA6917520

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:30:51

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KL130073,
KL130074, KM126260, KM126261, KR85494, KR85495,
CA6917519 AND CA6917520

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KL130073,
KL130074, KM126260, KM126261, KR85494, KR85495,
CA6917519 AND CA6917520

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KL130073,
KL130074, KM126260, KM126261, KR85494, CA6917519
AND CA6917520

Nature: PRIORITY AGREEMENT
Registration Number: CA6917569
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Infeasible Title

NONE OUTSTANDING

Transfers

NONE

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:30:51

Requestor: Patricia Belcher-Bell

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:30:51

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917527 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-408 LOT 7 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:30:51

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:30:51

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:30:51

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:30:51

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Infeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:31

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917529 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-424 LOT 9 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:31

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:31

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:31

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:31

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:32

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917530 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-432 LOT 10 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:32

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:32

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:32

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:32

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:33

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917531 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-441 LOT 11 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:33

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:33

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:33

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:33

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:33

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917532 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-459 LOT 12 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:33

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

TITLE SEARCH PRINT**EXHIBIT D**

2018-08-02, 09:53:33

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:33

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:33

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:34

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917533 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-467 LOT 13 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:34

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:34

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:34

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:34

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:35

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917534 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-475 LOT 14 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:35

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:35

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:35

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:35

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:	PRIORITY AGREEMENT
Registration Number:	CA6917569
Registration Date and Time:	2018-07-09 12:17
Remarks:	INTER ALIA GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title	NONE OUTSTANDING
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Transfers	NONE
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Pending Applications	NONE
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EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:36

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917535 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-483 LOT 15 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:36

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:36

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:36

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:36

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:36

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917536 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-491 LOT 16 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:36

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:36

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:36

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:36

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:37

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917538 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-513 LOT 18 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:37

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:37

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:37

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:37

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:38

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917539 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-521 LOT 19 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:38

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:38

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:38

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:38

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:39

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917540 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-530 LOT 20 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:39

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:39

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:39

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:39

Requestor: Patricia Belcher-Bell

Nature:

Registration Number:

Registration Date and Time:

Remarks:

PRIORITY AGREEMENT

CA6917569

2018-07-09 12:17

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:39

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917541 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-548 LOT 21 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:39

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:39

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:39

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:39

Requestor: Patricia Belcher-Bell

Nature:

Registration Number:

Registration Date and Time:

Remarks:

PRIORITY AGREEMENT

CA6917569

2018-07-09 12:17

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:40

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917542 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-556 LOT 22 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:40

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:40

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:40

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:40

Requestor: Patricia Belcher-Bell

Nature:

Registration Number:

Registration Date and Time:

Remarks:

PRIORITY AGREEMENT

CA6917569

2018-07-09 12:17

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:40

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917543 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-564 LOT 23 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:40

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:40

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:40

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:40

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:41

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917544 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-572 LOT 24 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:41

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:41

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:41

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:41

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:42

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917545 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-581 LOT 25 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:42

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:42

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:42

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:42

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:42

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	NELSON NELSON
Title Number From Title Number	CA6917547 CA5611365
Application Received	2018-07-09
Application Entered	2018-07-20
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORTS OF THE CANADIAN ROCKIES INC., INC.NO. A100476 1505 - 17TH AVENUE S.W. CALGARY, AB T2T 0E2
Taxation Authority	East Kootenay Assessment Area
Description of Land Parcel Identifier: Legal Description:	030-509-602 LOT 27 DISTRICT LOT 8901 KOOTENAY DISTRICT PLAN EPP76410
Legal Notations	NONE
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE KR85494 2001-09-14 12:07 BANK OF MONTREAL INTER ALIA EXTENDED BY LB309620

EXHIBIT D

TITLE SEARCH PRINT

File Reference: 134751 Timber

2018-08-02, 09:53:42

Requestor: Patricia Belcher-Bell

Nature: MORTGAGE
Registration Number: KR85495
Registration Date and Time: 2001-09-14 12:07
Registered Owner: EDCO CAPITAL CORPORATION
INCORPORATION NO. A55283
Transfer Number: LB309610
Remarks: INTER ALIA
EXTENDED BY LB309621

Nature: COVENANT
Registration Number: CA6917551
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917552
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917551 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917553
Registration Date and Time: 2018-07-09 12:17
Registered Owner: RESORTS OF THE CANADIAN ROCKIES INC.
INCORPORATION NO. A100476
FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917554
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917553 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917555
Registration Date and Time: 2018-07-09 12:17
Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA
REGIONAL DISTRICT OF EAST KOOTENAY
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:42

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917556
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917555 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917557
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917558
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917557 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917559
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917560
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917559 PRIORITY OVER KR85494 AND
KR85495

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917561
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:42

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature: PRIORITY AGREEMENT
Registration Number: CA6917562
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917561 PRIORITY OVER KR85494 AND
KR85495

Nature: COVENANT
Registration Number: CA6917563
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6917564
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A0063131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917565
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917563 PRIORITY OVER KR85494 AND
KR85495

Nature: PRIORITY AGREEMENT
Registration Number: CA6917566
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917564 PRIORITY OVER KR85494 AND
KR85495

Nature: RENT CHARGE
Registration Number: CA6917567
Registration Date and Time: 2018-07-09 12:17
Registered Owner: FERNIE ALPINE RESORT UTILITIES CORPORATION
INCORPORATION NO. A63131
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA6917568
Registration Date and Time: 2018-07-09 12:17
Remarks: INTER ALIA
GRANTING CA6917567 PRIORITY OVER KR85494

EXHIBIT D

TITLE SEARCH PRINT

2018-08-02, 09:53:42

File Reference: 134751 Timber

Requestor: Patricia Belcher-Bell

Nature:

PRIORITY AGREEMENT

Registration Number:

CA6917569

Registration Date and Time:

2018-07-09 12:17

Remarks:

INTER ALIA

GRANTING CA6917567 PRIORITY OVER KR85495

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT E

LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

Page 1 of 11 pages

RENT CHARGE - RESORT AMENITIES AND SERVICES

BETWEEN:

Purchaser of Lot #*
(the “Grantor” or “Owner”)

AND:

RESORTS OF THE CANADIAN ROCKIES INC.,
INC. NO. A100476
1505 - 17TH AVENUE S.W.
CALGARY, AB
T2T 0E2
(the “Grantee”)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the lands and premises situated at Fernie Alpine Resort, British Columbia and more particularly known and described as follows:

(Legal Description of lands to be inserted upon subdivision)

(the “Lands”);

- B. The Grantee may provide to the Grantor and other owners and occupiers of land at the Resort the Resort Amenities and Services in accordance with this Agreement;
- C. The Grantee requires this Agreement in connection with the provision by the Grantee of the Resort Amenities and Services in accordance with this Agreement and the Grantor has agreed to grant this Agreement; and
- D. The Grantee hereby attests that the Lands encumbered by this Agreement do not lie within an Agricultural Land Reserve.

THEREFORE in consideration of the premises, the terms and conditions herein contained, ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by the Grantor, the parties agree as follows:

1. Definitions. In this Agreement:

- (a) **“Assessments”** has the meaning assigned to such term in section 4.
- (b) **“Business Day”** means any day that is not a Saturday, Sunday, a statutory holiday in British Columbia, Easter Monday or Boxing Day.
- (c) **“Expenses”** means all costs and expenses incurred by or on behalf of the Grantee in respect of the provision of the Resort Amenities and Services, including, without limitation, all goods and services tax, provincial sales tax and other taxes payable thereon, amounts paid to any Related Person in respect of the provision of any Resort Amenities and Services and a general administration charge not to exceed 10% of all other costs and expenses.
- (d) **“Grantee’s Representatives”** means any person who is a Related Person to the Grantee and any officer, director, employee, agent, contractor, subcontractor, consultant or advisor of the Grantee or any person who is a Related Person to the Grantee.
- (e) **“Grantor”** means the above-described Grantor and any subsequent owner of the Lands or any portion thereof.
- (f) **“Operating Plan and Budget”** has the meaning assigned to such term in section 3.
- (g) **“person”** means an individual, corporation, body corporate, partnership, joint venture, association, society or unincorporated organization or any trustee, executor, administrator or other legal representative.
- (h) **“Related Person”**, in respect of any person, means:
 - (i) any affiliate of such person, within the meaning of the *Company Act* (British Columbia) or the *Canada Business Corporations Act*;
 - (ii) any associate of such person, within the meaning of the *Company Act* (British Columbia) or the *Securities Act* (British Columbia); and
 - (iii) any partnership, including a limited partnership, in which such person is a partner.
- (i) **“Resort”** means the Fernie Alpine Resort located near Fernie, British Columbia.
- (j) **“Resort Amenities and Services”** has the meaning assigned to such term in section 2.

2. Provision of Resort Amenities and Services. The Grantee, in its discretion, may provide or cause to be provided from time to time, as determined by the Grantee, facilities, amenities and services (collectively, the “Resort Amenities and Services”) in connection

with the Resort. The Resort Amenities and Services may include any or all of the following:

- (a) fire protection and response facilities and services (including, without limitation, the construction, maintenance, repair and operation of a fire hall for the Resort) until fire protection services are provided to the Resort by a governmental authority or body or any other person;
- (b) supplementary snow and ice removal, salting, sanding and similar services in respect of public roads, sidewalks, paths and trails in addition to any such services provided by a governmental authority or body or any other person, including a strata corporation;
- (c) inspection, maintenance, repair and replacement services in respect of any public trails at the Resort;
- (d) inspection, maintenance, repair and replacement services for any landscaping which is not on private land;
- (e) inspection, maintenance, repair and replacement services in respect of any storm sewer or drainage lines, works or systems, or portions thereof, which are operated or maintained by the Grantee or the Grantee's Representatives;
- (f) the provision of signage and banners at the Resort;
- (g) the operation and maintenance of any public amenities or services at the Resort, including, without limitation, public swimming pools and skating rinks; and
- (h) such other amenities and services as are determined by the Grantee to be in the best interests of the Resort.

The Resort Amenities and Services which the Grantee provides or causes to be provided will be determined by the Grantee in its absolute discretion, having regard to the funds available for the payment thereof from the Assessments and other sources, and such other factors as are determined by the Grantee, in its sole and absolute discretion. Neither the Grantee nor any of the Grantee's Representatives will be required to provide any Resort Amenities and Services unless they specifically agree to do so in writing and neither the Grantee nor any of the Grantee's Representatives will have any duty, obligation or liability whatsoever in connection with the provision of the Resort Amenities and Services or the failure to provide or discontinuance of any amenities or services. The provision by the Grantee of any of the Resort Amenities shall not relieve any governmental authority or body or any other person, including a strata corporation, from any obligation to provide similar or like services that they would otherwise be obligated to provide.

3. Operating Plan and Budget. For each calendar year, commencing with the calendar year after the year in which this Agreement is registered against title to the Lands, the Grantee

will prepare an operating plan and budget (the "Operating Plan and Budget") in connection with the provision of the Resort Amenities and Services. The Operating Plan and Budget will describe the Resort Amenities and Services the Grantee anticipates will be provided and the anticipated Expenses in connection therewith for the period covered by the Operating Plan and Budget. The Grantee may amend the Operating Plan and Budget at any time. On or before March 15 of each calendar year, commencing with the year following the year in which this Agreement is registered against title to the Lands, the Grantee will provide to the Grantor a written summary of the Operating Plan and Budget for that calendar year. The Grantee will provide the Grantor with a revised summary of the Operating Plan and Budget if the Grantee makes any material changes to the Operating Plan and Budget. The Grantor may inspect the full Operating Plan and Budget at the offices of the Grantee at any time during normal business hours, upon reasonable written notice to the Grantee.

4. Assessments. The Grantee, in its discretion, will establish from time to time the assessments (the "Assessments") which will be payable by the Grantor and others in connection with the Grantee's provision of the Resort Amenities and Services. The Grantee's schedule of the Assessments as of the date of this Agreement is set out in Schedule A hereto. The Grantee may revise the Assessments, the method of calculation of the Assessments and the intervals for the payment of the Assessments at any time, upon written notice to the Grantor. The Grantor agrees to pay all Assessments established by the Grantee in respect of the Lands or such portion thereof as is owned by the Grantor. The Grantor will pay all GST and other taxes and charges payable on Assessments levied against the Grantor.
5. Assurances re: Assessments. The Grantee covenants and agrees that:
 - (a) all Assessments collected by the Grantee will be applied by the Grantee toward the payment of Expenses and for no other purpose whatsoever;
 - (b) the Grantee will not incur Expenses except in accordance with the then current Operating Plan and Budget;
 - (c) the Assessments will be fair and reasonable, based on the Resort Amenities and Services provided by or on behalf of the Grantee; and
 - (d) the annual Assessments in respect of the Lands or any portion of the Lands for any calendar year will not exceed 0.3% of the fair market value of the Lands and any improvements thereon, as determined by *BC Assessment* for that year, or portion of the Lands, as applicable.

If at any time the Grantor takes the position that the annual Assessments for any calendar year exceed 0.3% of the fair market value of the Lands and any improvements thereon (or portion thereof), then:

- (e) the Grantor may deliver to the Grantee a written notice (the "Grantor's Notice") setting out the Grantor's position as to the fair market value of the Lands and

improvements thereon (or portion thereof), together with a written appraisal of the Lands (or portion thereof) prepared and signed by an appraiser duly qualified and licenced under the laws of British Columbia; and

- (f) for the purposes of section 5(d), the fair market value of the Lands and any improvements thereon (or portion thereof) for the calendar year for which the Grantor's Notice was given will be deemed to be the amount set out in the Grantor's Notice unless within 60 days after receipt by the Grantee of the Grantor's Notice the Grantee delivers to the Grantor a written notice (the "Grantee's Reply") setting out the Grantee's position of the fair market value of the Lands (or portion thereof), together with a written appraisal of the Lands and improvements thereon (or portion thereof) prepared and signed by an appraiser duly qualified and licenced under the laws of British Columbia, in which case the fair market value of the Lands (or portion thereof) for such calendar year will be deemed to be the average of the amounts set out in the Grantor's Notice and the Grantee's Reply,

and after such determination of the fair market value of the Lands and improvements thereon (or portion thereof) the annual Assessments for such calendar year will be reduced by the amount, if any, that they exceed 0.3% of the fair market value of the Lands and improvements thereon (or portion thereof).

- 6. Payment of Assessments / Grant of Rent Charge. The Grantor hereby covenants and agrees to pay to the Grantee the Assessments and the Grantor hereby grants to the Grantee a rent charge in respect of the Lands, for a term of 99 years from the date of the registration of this Agreement against title to the Lands, in respect of the payment of such amounts. Such rent charge will be the absolute property of the Grantee and all amounts payable in respect thereof will be payable by the Grantor forthwith upon demand, without any deduction or set-off whatsoever. The Grantor will pay all Assessments to the Grantee at the Grantee's address set out above or at such other address as the Grantee may advise the Grantor in writing in accordance with this Agreement.
- 7. Timing of Payment / Late Charges. The Assessments will be payable by the Grantor within 15 days of receipt by the Grantor of the Grantee's invoice therefor. If any such amount is not paid when due, the Grantor will be required to pay any reasonable late payment charge established by the Grantee and the outstanding amount will bear interest at the rate of 18% per annum, calculated daily and compounded annually, not in advance, from the date payment was due until the date payment is made.

8. Certificate of Payment. Within 10 days of any written request by the Grantor, the Grantee will issue a written certificate to the Grantor or any lender to or purchaser from the Grantor, certifying the amount outstanding under this Agreement as of the date of the certificate. The Grantor will be required to pay in advance the Grantee's reasonable fee for the issuance of the certificate.
9. Shortfalls. If the Assessments and all other assessments and recoveries received by the Grantee are not sufficient to pay the Expenses, the Grantee may (but will not be obligated to):
 - (a) advance its own funds or borrow funds from any Related Person in order to pay any Expenses, and the Grantee may repay the principal amount of such funds from the proceeds of any borrowings in accordance with section 9(b) or from Assessments subsequently collected, but no interest will be payable by the Grantor in respect of any such advances or borrowings; and
 - (b) borrow funds from any person who is not a Related Person in order to pay any Expenses, and the Grantee may repay the principal amount of such funds from other borrowings or from assessments subsequently collected and any reasonable interest payable in respect of such borrowings will be deemed to be Expenses.
10. Rebates, Exemptions, Waivers and Discharge. The Grantee in its absolute discretion may:
 - (a) give rebates in respect of the Assessments, exempt all or any portion of the Lands in respect of the Assessments or waive payment of the Assessments for such portions of the Lands or such periods of time as may be determined by the Grantee; or
 - (b) discharge this Agreement in respect of all or any portion of the Lands.
11. Grantor's Use of the Lands. The Grantor acknowledges, covenants and agrees that:
 - (a) the Grantor will not use the Lands or any portion thereof or any building or other improvement thereon for any purpose that conflicts with, impairs or otherwise adversely impacts upon the provision by the Grantee of the Resort Amenities and Services; and
 - (b) the Grantor will act reasonably and cooperate with the Grantee in connection with the provision by the Grantee of the Resort Amenities and Services, upon request by the Grantee.
12. Subdivision / Effect of Agreement. This Agreement and the rights herein granted will run with the Lands and each part into which the Lands may be subdivided, whether by subdivision plan, strata plan or otherwise howsoever, and the term "Grantor" includes the owner of each subdivided portion of the Lands and the successors in title thereof. Without limiting the foregoing, any amount payable hereunder will run with the Lands

and each part into which the Lands may be subdivided. Notwithstanding anything contained in this Agreement, if the Lands are subdivided by subdivision plan, strata plan or otherwise howsoever, a default in respect of any subdivided portion of the Lands, including a default with respect to any amount payable in connection with any subdivided portion of the Lands, will not be a default with respect to any other portion of the Lands for which there has not been a default and the Grantee will not be entitled to exercise any of its rights or remedies under this Agreement except with respect to the subdivided portion or portions of the Lands for which there has been a default.

13. First Charge. This Agreement shall be a first financial charge against title to the Lands in priority to all financial charges and encumbrances subsequently registered and all amounts payable to the Grantee hereunder will have priority to all amounts payable pursuant to any financial charges and other encumbrances subsequently registered, other than those approved by the Grantee in its absolute discretion. The Grantor will do all acts and things determined by the Grantee to be necessary to gain priority for this Agreement over any other financial charge or encumbrance registered against title to the Lands or any portion thereof, other than any financial charge or encumbrance consented to by the Grantee in its absolute discretion.
14. Grantee's Remedies. The Grantor hereby agrees that:
 - (a) If the Grantor defaults in payment of all or any part of any amount payable under this Agreement for any period of two months or more, then the Grantee may, at any time thereafter, upon not less than 15 days' written notice to the Grantor, enter upon any part or parts of the Lands for which the Grantor is in default of payment and may distrain for the amount in arrears, including interest payable in accordance herewith, and the Grantee shall have all such remedies in respect thereof as if the Grantee were a landlord distraining for rent in arrears, including, without limitation, the powers of seizure, removal and sale.
 - (b) If the Grantor defaults in the payment of all or any part of any amount payable under this Agreement for any period of six months or more, then the Grantee may, at any time thereafter, upon not less than 30 days' written notice to the Grantor, appoint a receiver in respect of any part or parts of the Lands for which the Grantor is in default of payment, and may foreclose upon such part or parts of the Lands and may cause such part or parts of the Lands to be sold, as if the Grantee were a mortgagee exercising a power of sale, provided that:
 - (i) the Grantor does not, before the completion of any sale of any part or parts of the Lands, pay the full amount owing, including interest thereon and all costs payable in connection with the exercise by the Grantee of its rights and remedies, including legal fees and disbursements on a solicitor and own client basis; and
 - (ii) the money realized by reason of any sale described above must be applied by the Grantee firstly to pay the actual costs incurred in respect of any

notice, proceedings and sale, secondly, to satisfy the amounts owing to the Grantee hereunder and thirdly to pay the surplus, if any, to the Grantor.

- (c) Despite the above provisions for enforcement of the payments due under this Agreement, the Grantee, at its option, may bring or take legal action against the Grantor for payment in any court of competent jurisdiction.
 - (d) The Grantee may exercise any other remedy available at common law in respect of the enforcement of a rent charge.
 - (e) The Grantor will pay for all of the Grantee's costs in connection with the enforcement of this Agreement, including, without limitation, all costs of distraint and sale and legal fees and disbursements on a solicitor and own client basis.
 - (f) Injunctive Relief. The Grantor acknowledges and agrees that, without limiting any other right or remedy of the Grantee, the Grantee may obtain from a court of competent jurisdiction injunctive relief in respect of any breach or anticipated breach by the Grantor of any of the Grantor's duties or obligations under this Agreement.
15. Remedies Cumulative. All rights and remedies of the Grantee under this Agreement are cumulative and are in addition to and do not exclude any other right or remedy provided in this Agreement or otherwise allowed by law. All rights and remedies of the Grantee may be exercised concurrently, without the Grantee making any election, but will not give rise to duplicative liability of the Grantor.
16. Grantor's Releases and Indemnities. The Grantor hereby releases and agrees to fully indemnify and save harmless the Grantee and all of the Grantee's Representatives in respect of any loss, cost, damage or liability whatsoever, whether for property damage, personal injury, death or otherwise and whether arising from negligence, gross negligence or otherwise in respect of any of the following:
- (g) any act or omission by the Grantee or any of the Grantee's Representatives under or in connection with this Agreement;
 - (h) the Grantee's exercise or failure to exercise any power, duty, authority or discretion under or in connection with this Agreement, including any inspection or any confirmation of compliance or conformity with this Agreement or any failure to inspect or so confirm, or the enforcement of or failure to enforce any of the Grantee's rights or remedies under this Agreement or any other agreement in respect of any lands adjacent to or in the vicinity of the Lands;
 - (i) the provision of the Resort Amenities and Services or the failure to provide or discontinuance of any amenities or services;
 - (j) any action based on nuisance, escape or the rule in Rylands v. Fletcher where the loss, cost, damage or liability arises, directly or indirectly, in whole or in part, out

of any failure, breakdown, malfunction, insufficiency or inadequacy in respect of any of any of the Resort Amenities and Services; or

- (k) the neglect or failure, for any reason, to discover any breach or default under, or to enforce any of its rights under, this Agreement,

provided that such release and indemnity will not apply to the extent, if any, that the Grantee or any of the Grantee's Representatives has acted in bad faith or been guilty of dishonest or malicious misconduct, libel or slander. This section 18 will survive any release or termination of this Agreement.

17. Amendment. Except as expressly set out herein, this Agreement may only be amended by an agreement in writing signed by the Grantee and the Grantor of all portions of the Lands to which the amendment relates. No modification or amendment of any provision of this Agreement will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by all of the parties.
18. No Waiver. No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Agreement will operate as a waiver of or otherwise affect in any way any rights or remedies under this Agreement or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.
19. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Agreement.
20. Time of the Essence. Time is of the essence of this Agreement and will remain of the essence notwithstanding any extension of time given under or in connection with this Agreement.
20. Notices. All notices under this Agreement must be given in writing and delivered in accordance with this provision. The parties agree that:
 - (l) any notice to the Grantor may be sent to the Grantor's address according to Land Title Office records in respect of the Lands or delivered to the Grantor; and
 - (m) all notices to the Grantee must be sent to the Grantee at the address set out above or such other address as the Grantee may notify the Grantor in accordance with the terms hereof at any time and from time to time.

If any portion of the Lands are stratified by a strata plan (including a bare land strata plan), any notice in respect of such stratified lands will be sufficiently given if given to

the strata corporation and it will not be necessary to give notice to all of the strata lots within the strata plan. Notices will be sent by personal delivery, electronic transmission (including by fax) or by registered mail. Notices will be deemed to have been delivered (i) upon delivery, if delivered by hand, (ii) upon receipt, if sent by electronic transmission, or (iii) on the fifth Business Day after the mailing thereof, if sent by registered mail from a post office in British Columbia or Alberta. In any court proceedings, any notice may be given in accordance with any requirements for service provided for pursuant to the Supreme Court Rules of the Province of British Columbia.

21. Transfer of Lands / Release of Grantor Upon Transfer. All amounts payable hereunder will survive any transfer or other disposition whatsoever of the Lands or any part thereof and the rent charge granted hereunder will continue to charge the Lands notwithstanding any transfer or other disposition whatsoever. No Grantor will be liable for any duty or obligation under this Agreement in respect of the Lands or any portion of the Lands where such duty or obligation arises after the Grantor has ceased to be the owner of the Lands or that portion of the Lands, as applicable.
22. Assignment by Grantee / Release. The Grantee may assign this Agreement to any person. Upon any assignment of this Agreement by the Grantee, the Grantee will be released from any and all further duties and obligations arising under this Agreement which arise after the time of such assignment.
23. Further Assurances. The Grantor will execute and deliver any further agreement, document or instrument and do and perform any further act or thing as may be required by the Grantee at any time and from time to time in order to evidence or give full force and effect to the terms, conditions and intent of this Agreement.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement by signing on the *Land Title Act* Form C above.

SCHEDULE A

SCHEDULE OF ASSESSMENTS

The Assessments are yet to be established by the Grantee.

In addition to the Assessments, the following charges will apply:

- Late Payment Charge: \$10.00 per occurrence (plus interest at 18% per annum)
- NSF or returned cheque charge: \$25.00 per NSF or returned cheque
- Certificate of Payment charge: \$25.00

Notes:

1. The above Assessments and other amounts are those in effect as of the date of this Agreement. The Grantee may change or supplement any of the foregoing at any time, in accordance with any requirements set out in this Agreement.
2. The Grantor will pay all GST and other taxes and charges payable on all Assessments.

- END OF DOCUMENT -

EXHIBIT F

LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

Page 1 of 10 pages

RENT CHARGE – LIFT SERVICES

BETWEEN:

Purchaser of Lot #*
(the “Grantor” or “Owner”)

AND:

RESORTS OF THE CANADIAN ROCKIES INC.,
INC. NO. A100476
1505 - 17TH AVENUE S.W.
CALGARY, AB
T2T 0E2
(the “Grantee”)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the lands and premises situated at Fernie Alpine Resort, British Columbia and more particularly known and described as follows:

(Legal Description of lands to be inserted upon subdivision)

(the “Lands”);

- B. The Grantee may provide to the Grantor and other owners and occupiers of the Lands a ski lift to service the Lands and other users of the Resort (the “Lift”);
- C. The Grantee requires this Agreement in connection with the provision by the Grantee of the Lift and contribution to the operational costs of the Lift and the Grantor has agreed to grant this Agreement; and
- D. The Grantee hereby attests that the Lands encumbered by this Agreement do not lie within an Agricultural Land Reserve.

THEREFORE in consideration of the premises, the terms and conditions herein contained, ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by the Grantor, the parties agree as follows:

1. Definitions. In this Agreement:

- (a) **“Assessments”** has the meaning assigned to such term in section 4.
- (b) **“Business Day”** means any day that is not a Saturday, Sunday, a statutory holiday in British Columbia, Easter Monday or Boxing Day.
- (c) **“Expenses”** means all costs and expenses incurred by or on behalf of the Grantee in respect of the operation and maintenance of the Lift, including, without limitation, all goods and services tax, provincial sales tax and other taxes payable thereon, amounts paid to any Related Person in respect of the operation and maintenance of the Lift and a general administration charge not to exceed 10% of all other costs and expenses.
- (d) **“Grantee’s Representatives”** means any person who is a Related Person to the Grantee and any officer, director, employee, agent, contractor, subcontractor, consultant or advisor of the Grantee or any person who is a Related Person to the Grantee.
- (e) **“Grantor”** means the above-described Grantor and any subsequent owner of the Lands or any portion thereof.
- (f) **“Operating Plan and Budget”** has the meaning assigned to such term in section 3.
- (g) **“person”** means an individual, corporation, body corporate, partnership, joint venture, association, society or unincorporated organization or any trustee, executor, administrator or other legal representative.
- (h) **“Related Person”**, in respect of any person, means:
 - (i) any affiliate of such person, within the meaning of the *Company Act* (British Columbia) or the *Canada Business Corporations Act*;
 - (ii) any associate of such person, within the meaning of the *Company Act* (British Columbia) or the *Securities Act* (British Columbia); and
 - (iii) any partnership, including a limited partnership, in which such person is a partner.
- (i) **“Resort”** means the Fernie Alpine Resort located near Fernie, British Columbia.
- (j) **“Lift”** has the meaning assigned to such term in section 2.

2. Provision of Lift. The Grantee, in its absolute discretion, may provide or cause to be provided, a Lift to service the Lands, the bottom station of which is located on lands legally described as PID 017-470-013, LOT 1 DISTRICT LOTS 4128 AND 8901 KOOTENAY DISTRICT PLAN NEP1950. The location, construction, operation and

maintenance of the Lift which the Grantee provides or causes to be provided will be determined by the Grantee in its absolute discretion, having regard to the funds available for the payment thereof from the Assessments and other sources, and such other factors as are determined by the Grantee, in its sole and absolute discretion. Neither the Grantee nor any of the Grantee's Representatives will be required to construct, operate or maintain the Lift and neither the Grantee nor any of the Grantee's Representatives will have any duty, obligation or liability whatsoever in connection with the construction, operation or maintenance of the Lift or the failure to construct, operate or maintain the Lift.

3. Operating Plan and Budget. For each calendar year, commencing with the calendar year after the year in which the Lift is constructed, the Grantee will prepare an operating plan and budget (the "Operating Plan and Budget") in connection with the operation and maintenance of the Lift. The Operating Plan and Budget will describe the anticipated Expenses in connection therewith for the period covered by the Operating Plan and Budget. The Grantee may amend the Operating Plan and Budget at any time. On or before March 15 of each calendar year, commencing with the year following the year in which year in which the Lift is constructed, the Grantee will provide to the Grantor a written summary of the Operating Plan and Budget for that calendar year. The Grantee will provide the Grantor with a revised summary of the Operating Plan and Budget if the Grantee makes any material changes to the Operating Plan and Budget. The Grantor may inspect the full Operating Plan and Budget at the offices of the Grantee at any time during normal business hours, upon reasonable written notice to the Grantee.
4. Assessments. The Grantee, in its discretion, will establish from time to time the assessments (the "Assessments") which will be payable by the Grantor and others in connection with the Grantee's provision of the Lift. The Grantee's schedule of the Assessments as of the date of this Agreement is set out in Schedule A hereto. The Grantee may revise the Assessments, the method of calculation of the Assessments and the intervals for the payment of the Assessments at any time, upon written notice to the Grantor. The Grantor agrees to pay all Assessments established by the Grantee in respect of the Lands or such portion thereof as is owned by the Grantor. The Grantor will pay all GST and other taxes and charges payable on Assessments levied against the Grantor.
5. Assurances re: Assessments. The Grantee covenants and agrees that:
 - (a) all Assessments collected by the Grantee will be applied by the Grantee toward the payment of Expenses and for no other purpose whatsoever;
 - (b) the Grantee will not incur Expenses except in accordance with the then current Operating Plan and Budget; and
 - (c) the annual Assessments in respect of the Lands or any portion of the Lands for any calendar year will not exceed 0.3% of the fair market value of the Lands and any improvements thereon, as determined by *BC Assessment* for that year, or portion of the Lands, as applicable.

If at any time the Grantor takes the position that the annual Assessments for any calendar year exceed 0.3% of the fair market value of the Lands and any improvements thereon (or portion thereof), then:

- (d) the Grantor may deliver to the Grantee a written notice (the "Grantor's Notice") setting out the Grantor's position as to the fair market value of the Lands and improvements thereon (or portion thereof), together with a written appraisal of the Lands (or portion thereof) prepared and signed by an appraiser duly qualified and licenced under the laws of British Columbia; and
- (e) for the purposes of section 5(d), the fair market value of the Lands and any improvements thereon (or portion thereof) for the calendar year for which the Grantor's Notice was given will be deemed to be the amount set out in the Grantor's Notice unless within 60 days after receipt by the Grantee of the Grantor's Notice the Grantee delivers to the Grantor a written notice (the "Grantee's Reply") setting out the Grantee's position of the fair market value of the Lands (or portion thereof), together with a written appraisal of the Lands and improvements thereon (or portion thereof) prepared and signed by an appraiser duly qualified and licenced under the laws of British Columbia, in which case the fair market value of the Lands (or portion thereof) for such calendar year will be deemed to be the average of the amounts set out in the Grantor's Notice and the Grantee's Reply,

and after such determination of the fair market value of the Lands and improvements thereon (or portion thereof) the annual Assessments for such calendar year will be reduced by the amount, if any, that they exceed 0.3% of the fair market value of the Lands and improvements thereon (or portion thereof).

- 6. Payment of Assessments / Grant of Rent Charge. The Grantor hereby covenants and agrees to pay to the Grantee the Assessments and the Grantor hereby grants to the Grantee a rent charge in respect of the Lands, for a term of 99 years commencing with the calendar year after the year in which the Lift is constructed and operational but in no event, greater than 99 years from the date of the registration of this Agreement against title to the Lands, in respect of the payment of such amounts. Such rent charge will be the absolute property of the Grantee and all amounts payable in respect thereof will be payable by the Grantor forthwith upon demand, without any deduction or set-off whatsoever. The Grantor will pay all Assessments to the Grantee at the Grantee's address set out above or at such other address as the Grantee may advise the Grantor in writing in accordance with this Agreement.
- 7. Timing of Payment / Late Charges. The Assessments will be payable by the Grantor within 15 days of receipt by the Grantor of the Grantee's invoice therefor. If any such amount is not paid when due, the Grantor will be required to pay any reasonable late payment charge established by the Grantee and the outstanding amount will bear interest at the rate of 18% per annum, calculated daily and compounded annually, not in advance, from the date payment was due until the date payment is made.

8. Certificate of Payment. Within 10 days of any written request by the Grantor, the Grantee will issue a written certificate to the Grantor or any lender to or purchaser from the Grantor, certifying the amount outstanding under this Agreement as of the date of the certificate. The Grantor will be required to pay in advance the Grantee's reasonable fee for the issuance of the certificate.
9. Shortfalls. If the Assessments and all other assessments and recoveries received by the Grantee are not sufficient to pay the Expenses, the Grantee may (but will not be obligated to):
 - (a) advance its own funds or borrow funds from any Related Person in order to pay any Expenses, and the Grantee may repay the principal amount of such funds from the proceeds of any borrowings in accordance with section 9(b) or from Assessments subsequently collected, but no interest will be payable by the Grantor in respect of any such advances or borrowings; and
 - (b) borrow funds from any person who is not a Related Person in order to pay any Expenses, and the Grantee may repay the principal amount of such funds from other borrowings or from assessments subsequently collected and any reasonable interest payable in respect of such borrowings will be deemed to be Expenses.
10. Rebates, Exemptions, Waivers and Discharge. The Grantee in its absolute discretion may:
 - (a) give rebates in respect of the Assessments, exempt all or any portion of the Lands in respect of the Assessments or waive payment of the Assessments for such portions of the Lands or such periods of time as may be determined by the Grantee; or
 - (b) discharge this Agreement in respect of all or any portion of the Lands.
11. Grantor's Use of the Lands. The Grantor acknowledges, covenants and agrees that:
 - (a) the Grantor will not use the Lands or any portion thereof or any building or other improvement thereon for any purpose that conflicts with, impairs or otherwise adversely impacts upon the construction, operation or maintenance of the Lift by the Grantee; and
 - (b) the Grantor will act reasonably and cooperate with the Grantee in connection with the operation by the Grantee of the Lift, upon request by the Grantee.
12. Subdivision / Effect of Agreement. This Agreement and the rights herein granted will run with the Lands and each part into which the Lands may be subdivided, whether by subdivision plan, strata plan or otherwise howsoever, and the term "Grantor" includes the owner of each subdivided portion of the Lands and the successors in title thereof. Without limiting the foregoing, any amount payable hereunder will run with the Lands and each part into which the Lands may be subdivided. Notwithstanding anything

contained in this Agreement, if the Lands are subdivided by subdivision plan, strata plan or otherwise howsoever, a default in respect of any subdivided portion of the Lands, including a default with respect to any amount payable in connection with any subdivided portion of the Lands, will not be a default with respect to any other portion of the Lands for which there has not been a default and the Grantee will not be entitled to exercise any of its rights or remedies under this Agreement except with respect to the subdivided portion or portions of the Lands for which there has been a default.

13. First Charge. This Agreement shall be a second financial charge against title to the Lands in priority to all financial charges and encumbrances subsequently registered and all amounts payable to the Grantee hereunder will have priority to all amounts payable pursuant to any financial charges and other encumbrances subsequently registered, other than those approved by the Grantee in its absolute discretion. The Grantor will do all acts and things determined by the Grantee to be necessary to gain priority for this Agreement over any other financial charge or encumbrance registered against title to the Lands or any portion thereof, other than any financial charge or encumbrance consented to by the Grantee in its absolute discretion.
14. Grantee's Remedies. The Grantor hereby agrees that:
 - (a) If the Grantor defaults in payment of all or any part of any amount payable under this Agreement for any period of two months or more, then the Grantee may, at any time thereafter, upon not less than 15 days' written notice to the Grantor, enter upon any part or parts of the Lands for which the Grantor is in default of payment and may distrain for the amount in arrears, including interest payable in accordance herewith, and the Grantee shall have all such remedies in respect thereof as if the Grantee were a landlord distraining for rent in arrears, including, without limitation, the powers of seizure, removal and sale.
 - (b) If the Grantor defaults in the payment of all or any part of any amount payable under this Agreement for any period of six months or more, then the Grantee may, at any time thereafter, upon not less than 30 days' written notice to the Grantor, appoint a receiver in respect of any part or parts of the Lands for which the Grantor is in default of payment, and may foreclose upon such part or parts of the Lands and may cause such part or parts of the Lands to be sold, as if the Grantee were a mortgagee exercising a power of sale, provided that:
 - (i) the Grantor does not, before the completion of any sale of any part or parts of the Lands, pay the full amount owing, including interest thereon and all costs payable in connection with the exercise by the Grantee of its rights and remedies, including legal fees and disbursements on a solicitor and own client basis; and
 - (ii) the money realized by reason of any sale described above must be applied by the Grantee firstly to pay the actual costs incurred in respect of any notice, proceedings and sale, secondly, to satisfy the amounts owing to the Grantee hereunder and thirdly to pay the surplus, if any, to the Grantor.

- (c) Despite the above provisions for enforcement of the payments due under this Agreement, the Grantee, at its option, may bring or take legal action against the Grantor for payment in any court of competent jurisdiction.
 - (d) The Grantee may exercise any other remedy available at common law in respect of the enforcement of a rent charge.
 - (e) The Grantor will pay for all of the Grantee's costs in connection with the enforcement of this Agreement, including, without limitation, all costs of distraint and sale and legal fees and disbursements on a solicitor and own client basis.
 - (f) Injunctive Relief. The Grantor acknowledges and agrees that, without limiting any other right or remedy of the Grantee, the Grantee may obtain from a court of competent jurisdiction injunctive relief in respect of any breach or anticipated breach by the Grantor of any of the Grantor's duties or obligations under this Agreement.
15. Remedies Cumulative. All rights and remedies of the Grantee under this Agreement are cumulative and are in addition to and do not exclude any other right or remedy provided in this Agreement or otherwise allowed by law. All rights and remedies of the Grantee may be exercised concurrently, without the Grantee making any election, but will not give rise to duplicative liability of the Grantor.
16. Grantor's Releases and Indemnities. The Grantor hereby releases and agrees to fully indemnify and save harmless the Grantee and all of the Grantee's Representatives in respect of any loss, cost, damage or liability whatsoever, whether for property damage, personal injury, death or otherwise and whether arising from negligence, gross negligence or otherwise in respect of any of the following:
- (g) any act or omission by the Grantee or any of the Grantee's Representatives under or in connection with this Agreement;
 - (h) the Grantee's exercise or failure to exercise any power, duty, authority or discretion under or in connection with this Agreement, including any inspection or any confirmation of compliance or conformity with this Agreement or any failure to inspect or so confirm, or the enforcement of or failure to enforce any of the Grantee's rights or remedies under this Agreement or any other agreement in respect of any lands adjacent to or in the vicinity of the Lands;
 - (i) the construction, maintenance or operation of the Lift or the failure to construct, operate or maintain the Lift;
 - (j) any action based on nuisance, escape or the rule in Rylands v. Fletcher where the loss, cost, damage or liability arises, directly or indirectly, in whole or in part, out of any failure, breakdown, malfunction, insufficiency or inadequacy in respect of the Lift; or

- (k) the neglect or failure, for any reason, to discover any breach or default under, or to enforce any of its rights under, this Agreement,

provided that such release and indemnity will not apply to the extent, if any, that the Grantee or any of the Grantee's Representatives has acted in bad faith or been guilty of dishonest or malicious misconduct, libel or slander. This section 18 will survive any release or termination of this Agreement.

17. Amendment. Except as expressly set out herein, this Agreement may only be amended by an agreement in writing signed by the Grantee and the Grantor of all portions of the Lands to which the amendment relates. No modification or amendment of any provision of this Agreement will be inferred from anything done or omitted by any of the parties except by an express agreement in writing duly executed and delivered by all of the parties.
18. No Waiver. No condoning, excusing or overlooking of any default nor any delay in proceeding or failure to proceed in the case of any default under this Agreement will operate as a waiver of or otherwise affect in any way any rights or remedies under this Agreement or at law. No waiver of any rights or remedies will be inferred from anything done or omitted to be done by any party except by an express waiver in writing. No waiver in respect of any matter or thing will operate as a waiver in respect of any other matter or thing.
19. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia, which is the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction with respect to all matters arising under or in respect of this Agreement.
20. Time of the Essence. Time is of the essence of this Agreement and will remain of the essence notwithstanding any extension of time given under or in connection with this Agreement.
20. Notices. All notices under this Agreement must be given in writing and delivered in accordance with this provision. The parties agree that:
 - (l) any notice to the Grantor may be sent to the Grantor's address according to Land Title Office records in respect of the Lands or delivered to the Grantor; and
 - (m) all notices to the Grantee must be sent to the Grantee at the address set out above or such other address as the Grantee may notify the Grantor in accordance with the terms hereof at any time and from time to time.

If any portion of the Lands are stratified by a strata plan (including a bare land strata plan), any notice in respect of such stratified lands will be sufficiently given if given to the strata corporation and it will not be necessary to give notice to all of the strata lots within the strata plan. Notices will be sent by personal delivery, electronic transmission (including by fax) or by registered mail. Notices will be deemed to have been delivered

(i) upon delivery, if delivered by hand, (ii) upon receipt, if sent by electronic transmission, or (iii) on the fifth Business Day after the mailing thereof, if sent by registered mail from a post office in British Columbia or Alberta. In any court proceedings, any notice may be given in accordance with any requirements for service provided for pursuant to the Supreme Court Rules of the Province of British Columbia.

21. Transfer of Lands / Release of Grantor Upon Transfer. All amounts payable hereunder will survive any transfer or other disposition whatsoever of the Lands or any part thereof and the rent charge granted hereunder will continue to charge the Lands notwithstanding any transfer or other disposition whatsoever. No Grantor will be liable for any duty or obligation under this Agreement in respect of the Lands or any portion of the Lands where such duty or obligation arises after the Grantor has ceased to be the owner of the Lands or that portion of the Lands, as applicable.
22. Assignment by Grantee / Release. The Grantee may assign this Agreement to any person. Upon any assignment of this Agreement by the Grantee, the Grantee will be released from any and all further duties and obligations arising under this Agreement which arise after the time of such assignment.
23. Further Assurances. The Grantor will execute and deliver any further agreement, document or instrument and do and perform any further act or thing as may be required by the Grantee at any time and from time to time in order to evidence or give full force and effect to the terms, conditions and intent of this Agreement.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement by signing on the *Land Title Act* Form C above.

SCHEDULE A

SCHEDULE OF ASSESSMENTS

The Assessments at the date hereof will be \$800.00 per annum, billed semi-annually.

In addition to the Assessments, the following charges will apply:

- Late Payment Charge: \$10.00 per occurrence (plus interest at 18% per annum)
- NSF or returned cheque charge: \$25.00 per NSF or returned cheque
- Certificate of Payment charge: \$25.00

Notes:

1. The above Assessments and other amounts are those in effect as of the date of this Agreement. The Grantee may change or supplement any of the foregoing at any time, in accordance with any requirements set out in this Agreement.
2. The Grantor will pay all GST and other taxes and charges payable on all Assessments.

- END OF DOCUMENT -

EXHIBIT H

GENERAL INSTRUMENT - PART 2

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OPTION TO PURCHASE

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the Land (as defined herein); and
- B. The Transferor has agreed to grant to the Transferee an option to purchase the Land on the terms and conditions of this option.

NOW THEREFORE this option witnesses that in consideration of the sum of \$10.00 now paid by the Transferee to the Transferor, the receipt of which is acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

- 1.01 In this option:

"**Land**" means the land in the Regional District of East Kootenay, British Columbia legally described as:

PID ____-____-____

Lot ____ District Lot _____ Kootenay District Plan EPP_____

"**Land Title Office**" means the Kamloops/Nelson Land Title Office;

"**Permitted Encumbrances**" means those liens, charges and encumbrances listed in Schedule "A";

"**Purchase Price**" means NINETY PER CENT (90%) of the amount shown as "Consideration" in item 3 of the Transfer (as defined below), plus the cost of any improvements thereon, at cost;

"**Registration Date**" means the date of registration of the Transfer (defined below) in the Land Title Office;

"**Transfer**" means the Form A Freehold Transfer of an Estate in Fee Simple effecting transfer of title to the Land from the Transferee to the Transferor registered on the same or similar date as the date of registration of the within instrument.

ARTICLE II

OPTION

- 2.01 The Transferor grants to the Transferee the full and exclusive first right and option, irrevocable within the time limited by this option, to purchase the Land for the Purchase Price, free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances.

- 2.02 It is agreed that the option to purchase granted hereby will be exercisable by the Transferee if:
- (a) the Transferor offers the Land for sale to any party prior to the date which is the second anniversary of the Registration Date; or
 - (b) the Transferor does not obtain a Building Permit and Approval to Construct (as such is defined in a Section 219 (Build) Covenant registered against the Land) by the date which is the second anniversary of the Registration Date; or
 - (c) if the Building Permit and Approval to Construct are obtained within the time required by paragraph 2.02(b) above, construction of a residential dwelling in accordance with the Section 219 (Build) Covenant registered against the Land is not commenced and completed by the date which is 24 months from the date the Approval to Construct is obtained;
- whichever is later.
- 2.03 The Option to Purchase shall be prepared by the solicitor for the Transferee and provided to the solicitor for the Transferor and registered by the solicitor for the Transferor immediately following the registration of the Transfer and in priority to any purchase financing.
- 2.04 Upon the Transferee becoming entitled to exercise this option to purchase by reason of the failure of the Transferor to meet the conditions described in Article 2.02, this option to purchase may be exercised by the Transferee at any time within 30 days of the date that the Transferee becomes entitled to exercise the option as above, by notice in writing delivered by hand or by courier to the Transferor.
- 2.05 Upon the satisfaction by the Transferor of the conditions described in Article 2.02 or if the Transferee fails to exercise the option to purchase as required herein (after becoming entitled to do so) then this option to purchase shall lapse and be of no further force and effect and the Transferor will be entitled to a release and discharge of this option to purchase from title to the Land.
- 2.06 The parties agree that if any act of God, accident, action of governmental or regulatory authority or other event beyond the Transferor's reasonable control renders it impossible or not reasonably feasible or economical to commence or complete construction within the periods governed by this clause the period for commencing or completing the construction under the Option to Purchase shall be extended for a period of time equal to the period of time during which it was impossible or not reasonably feasible or economical to commence or complete construction.

ARTICLE III

CONVEYANCE OF LAND ON EXERCISE OF OPTION

- 3.01 If this option is exercised a binding agreement for the purchase and sale of the Land will be constituted on the following terms and conditions:
- (a) The completion date of the sale (the "**Completion Date**") will be the 30th day after the date upon which the notice to exercise this option is delivered to the Transferor, and on the Completion Date, the Transferee shall pay the Purchase Price to the Transferor;
 - (b) Payment of the Purchase Price may be effected by bank draft or solicitor's trust cheque, and shall be effected by courier or by hand;

EXHIBIT H

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- (c) The Purchase Price may be delivered to the Transferor's solicitor on undertakings to discharge existing encumbrances, other than the Permitted Encumbrances;
- (d) Prior to the Completion Date, the Transferor will execute and deliver to the Transferee's solicitor in trust, against an undertaking to pay the Purchase Price, all such documents as may be required to effect a transfer of the Land from the Transferor to the Transferee;
- (e) The Transferee shall have possession of the Land on the Completion Date;
- (f) Time shall be of the essence to the agreement of purchase and sale which arises from the exercise of this option to purchase.

ARTICLE IV

COVENANTS OF THE TRANSFEROR

- 4.01 During the term of this option;
- (a) the Transferor will pay all taxes, rates, levies and assessments that may be levied, charged or assessed in respect of the Land;
 - (b) the Transferor will not grant an option to purchase the Land to any person.

ARTICLE V

MISCELLANEOUS

- 5.01 Time is of the essence of this option and any agreement of purchase and sale that may arise out of the exercise of this option.
- 5.02 If an agreement for the purchase and sale of the Land results from the exercise of this option, the Land will be at the risk of the Transferor until the Transferee has applied to the Land Title Office to register the Transfer.
- 5.03 Any document or written notice to be served upon or given to either the Transferor or the Transferee pursuant to this agreement shall be sufficiently served and given if delivered, sent by facsimile transmission or mailed, prepaid and registered:
- (a) in case of the Transferee:

Resorts of the Canadian Rockies Inc.
1505 – 17th Avenue S.W.
Calgary, Alberta, T2T 0E2

If Faxed to: (403) 244-3774
Attention: Neil Jackson, Sr. Vice President
 - (b) in the case of the Transferor:

EXHIBIT H

Or at such address as may be shown on title to the Land as the Transferor's address as registered owner of the Land.

- 5.04 Either party may, by notice in writing to the other, specify another address for service of notices under this agreement, and where another address is specified under this section, notice shall be mailed to that address in accordance with this Article.
- 5.05 This option enures to the benefit of and is binding upon the parties, their respective heirs and successors and permitted assigns.
- 5.06 The option may not be assigned by the Transferee.
- 5.07 For the purpose of Article 5.06, a change in the ownership of shares representing more than 50% of the issued voting shares in a corporate Purchaser is deemed to be an assignment, transfer or disposition of the rights of the Purchaser under this option.
- 5.08 This option is governed by and shall be construed in accordance with the laws of the Province of British Columbia.
- 5.09 Wherever the singular or the masculine is used in this option it will be construed as the plural or feminine or neuter, as the case may be, and vice versa where the context or parties so require.
- 5.10 This Option shall constitute an interest in the Land and shall, in accordance with its terms, be binding on each and every parcel, lot, strata lot or air space parcel in which the Land may be subdivided
- 5.11 The exercise of this Option by the Transferee shall be entirely without prejudice to the Transferee's rights or remedies against the Transferor pursuant to any covenant or agreement between the Transferor and Transferee including but not limited to a Section 219 (Build) Covenant registered against the Land.

EXHIBIT H

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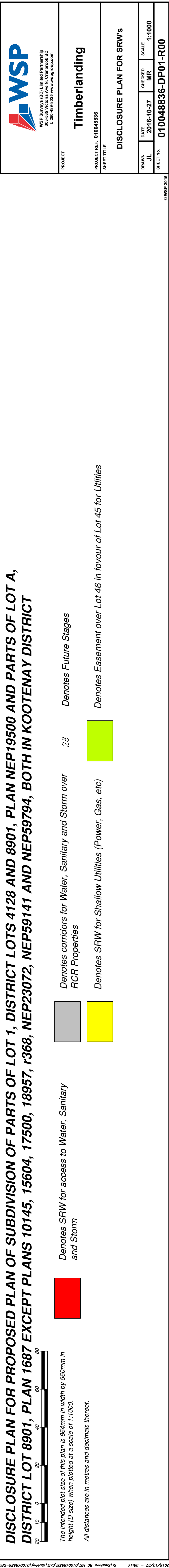
SCHEDULE "A"

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means:

[Those encumbrances listed in the Developer's Disclosure Statement]

END OF DOCUMENT



All distances are in metres and decimals thereof.

EXHIBIT J

TIMBERLANDING 1

LOT # _____

TIMBER LANDING OFFER TO PURCHASE AND AGREEMENT OF SALE

The Vendor: **Resorts of the Canadian Rockies Inc.** (the “Vendor”)

Full Name: _____	Full Name: _____
Address: _____	Address: _____
_____	_____
_____	_____
E-mail: _____	E-mail: _____
Telephone: Home: _____ Work: _____	Telephone: Home: _____ Work: _____
Fax: Home: _____ Work: _____	Fax: Home: _____ Work: _____
Occupation: _____	Occupation: _____

(collectively the “Purchaser”)

1. The Purchaser [*Circle one*] is */or/* is not a resident of Canada for the purposes of the *Income Tax Act*.
2. The Purchaser [*Circle one*] is */or/* is not registered for the purposes of the *Goods and Services Tax Act* (GST Registration No. _____).
3. Purchaser’s Solicitor: (if known) _____
4. The Purchaser hereby offers to purchase from the Vendor Lot _____, DL 8901 Kootenay District Plan EPP76410 in the Development known as **Timberlanding 1**, at Fernie Alpine Resort near Fernie, British Columbia (the “Lot”).
5. Schedule “A” attached hereto forms an integral part hereof. The Purchaser acknowledges that he/she has read all paragraphs and schedules of this agreement.
6. The Purchaser’s obligation to purchase is subject to the following conditions precedent, each benefiting the purchaser:
 - a) _____; and
 - b) _____;
7. The Purchase Price for the Lot is \$_____ (the “Purchase Price”) payable in lawful money of Canada. The Purchase Price does not include applicable taxes (GST, PST, Property Transfer Tax,) the Connection Fee (See Appendix A, Paragraph 28) or adjustments.

Purchaser’s Initials: _____

EXHIBIT J

TIMBERLANDING 1

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Lot # _____

8. A deposit equal to \$_____, (the **“Deposit”**) accompanies this offer, which sum the Vendor will acknowledge by accepting this offer. If the offer is not accepted, the Deposit will be returned. The Deposit shall be held in the manner set out in Schedule “A”.
9. The completion date for the purchase of the Lot shall be _____.
10. This offer is open for acceptance by the Vendor on or before 5:00 p.m. Mountain time on _____, 20____ and upon acceptance by the Vendor by signing a copy of this Offer, there shall be a binding agreement of purchase and sale of the Lot for the Purchase Price, on the terms and conditions herein contained.

DATED at _____ this ____ day of _____, 20____.

WITNESS:

_____)	_____
Signature)	Purchaser
_____)	
Name of Witness)	_____
_____)	Purchaser
(AS TO ALL SIGNATURES))	

This Offer to Purchase is accepted by the Vendor this ____ day of _____, 20____.
(the “**Acceptance Date**”).

Resorts of the Canadian Rockies Inc.,

Per:

Signed at: _____, British Columbia

Disclosure Statement Receipt

The Purchaser hereby acknowledges receipt of a copy of and a reasonable opportunity prior to the execution of this Agreement to read the Disclosure Statement dated October 28, 2016 together with any amendments thereto made prior to the date of this Agreement (collectively, the “**Disclosure Statement**”).

Purchaser's Signature

Purchaser's Signature

EXHIBIT J

SCHEDULE "A" ADDITIONAL TERMS AND CONDITIONS

1. **Deposit:** Upon acceptance by the Vendor, the Deposit shall be held in accordance with the terms and conditions set out below. The Deposit shall be held in trust by Rockies Law Corporation (the "**Vendor's Solicitor**") on behalf of the Vendor. All Deposit cheques will be made payable to Vendor's Solicitor, "In Trust". Any interest earned on the deposit shall always accrue to and be payable to the Vendor. In the event that the Vendor fails to complete this transaction on the Completion Date then the Deposit shall be refunded forthwith to the Purchaser. In the event that the Purchaser's conditions precedent set out in paragraph 6 hereto are not fulfilled or waived in writing within the time required, the Deposit will be returned to the Purchaser. In the event that the Purchaser fails to complete this transaction on the Completion Date, or if the Purchaser or the Purchaser's solicitors fail to deliver the documents required to be delivered pursuant to this Agreement to the Vendor's solicitors before the Completion Date, the Deposit and any interest earned shall be paid to the Vendor without prejudice to the Vendor's other rights hereunder or otherwise at law. In the alternative, the Deposit may be held in trust by the Vendor's real estate agent, and in such event the provisions of this paragraph shall apply *mutatis mutandis*.
2. **Payment of Purchase Price:** The Purchaser shall purchase the Lot and the Balance of the Purchase Price for the Lot shall be paid by **certified cheque or bank draft** on the Completion Date (as hereinafter defined).
3. **Completion Date:** The Completion Date shall be the date specified in paragraph 9 of the Contract of Purchase and Sale to which these terms are a schedule (the Completion Date).
4. **Completion of Lot:** The Purchaser shall be bound to complete the purchase and sale of the Lot if on the Completion Date the lot is legally occupiable. For the purposes of this Agreement, the Lot will be deemed conclusively to be legally occupiable on the Completion Date if the local municipal approving officer has signed the subdivision plan creating the Lot.
5. **Lien Holdback:** If the Vendor delivers to the Purchaser a Statutory Declaration stating 1) that all accounts in respect of labour and materials in respect of the Lot have been paid, and that 2) no work has been done on the Lot such as would give rise to a valid claim of lien under the *Builder's Lien Act* of British Columbia, then and in that case there shall be no Lien Holdback.
6. **Completion:** On the Completion Date, the Vendor will, subject to Section 26 hereof:
 - a) transfer title to the Lot to the Purchaser, subject to the exceptions listed in section 23(1) of the *Land Title Act*, free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:
 - i) the legal notations set out in the Disclosure Statement;
 - ii) the encumbrances (including any to be registered) set out in the Disclosure Statement;
 - iii) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them;

(the "**Permitted Encumbrances**")

Purchaser's Initials: _____

EXHIBIT J

- 2 -

and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered liens, mortgages, charges and encumbrances (the “**Charges**”) save and except the Permitted Encumbrances.

The Purchaser acknowledges and agrees that the Vendor will be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Lot. The Purchaser’s solicitor or notary public will pay the balance of the adjusted Purchase Price on the Completion Date to Vendor’s Solicitor in trust on their undertaking to pay sufficient funds to the holders of the Charges to legally oblige such Charge holders to discharge their Charge from title to the Lot. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the Kamloops/Nelson Land Title Office but only if before such lodging against title to the Lot, the Purchaser has:

- A) deposited in trust with its solicitor the cash balance of the Purchase Price not being financed by the mortgage;
- B) fulfilled all the new mortgagee’s conditions for funding except lodging for registration; and
- C) made available to Vendor’s Solicitor a lawyer’s or notary public’s undertaking to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

7. **Costs/Taxes:** The Purchaser shall assume and pay where applicable all real property taxes, Provincial Sales Tax (“PST”), Federal Goods and Services Tax (“GST”), on the value of the Lot, Property, rates, local improvement assessments and other charges levied against Lot, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Completion Date. The Purchaser will pay to the Vendor on the Completion Date the amount of the GST if applicable on the value of the Lot and the Vendor will be responsible for remitting the appropriate amount of tax or, if Purchaser is a registrant, Purchaser may self-assess the GST provided that a) It is legally entitled to do so, and b) it provides the Vendor with such documentation as the Vendor may reasonably require.

8. **No Dwelling:** The Lot is the subdivision lot as described in this Agreement and does not include any dwelling unit or other building.

9. **Size of Lot:** The actual area of the Lot may vary up or down from that set out in the subdivision plan by up to 5% without compensation to the Purchaser.

10. **Inspection:** The Purchaser acknowledges having ample opportunity to inspect the Lot prior to completion and on completion agrees to accept the Lot in “as is, where is” condition without any representation or warranty of the Vendor whatsoever including but not limited to any warranty of fitness for use, merchantability, condition, view corridors, or other attributes of the Lot or the Development.

11. **Service Facilities and Equipment:** The Purchaser acknowledges that the Development includes service facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development, such as transformers, fire hydrants and other such facilities and equipment. The Purchaser acknowledges the current plans for the Development may not indicate the

Purchaser’s Initials: _____

EXHIBIT J

- 3 -

location of all such service facilities and the Purchaser accepts the Lot with any such service facilities as are deemed necessary by the Vendor, without compensation to the Purchaser.

12. **Civic Address:** The civic address, the Lot number relating to the Lot, and the address assigned to the Development as of the date hereof are subject to change at the discretion of the Vendor without compensation to the Purchaser.

13. **Transaction Documents:** It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a Transfer, in registrable form and a Statement of Adjustments at least five (5) days prior to the Completion Date. The Purchaser shall bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Vendor. The Vendor shall bear all costs of providing clear title to the Lot in accordance with section 6.

14. **No Registration:** Neither this Agreement nor any interest in the Lot created hereunder shall be registered in the applicable Land Title Office except for transfer of the Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.

15. **Time of the Essence:** Time shall be of the essence of this Agreement. Unless all payments on account of the Purchase Price together with the adjustments are provided and all other amounts payable by the Purchaser are paid when due, then the Vendor may terminate this Agreement and in addition to any other remedy available to the Vendor, the Deposit plus any interest accrued shall immediately and absolutely be forfeited to the Vendor on account of damages. The Purchaser acknowledges and agrees that in such case the Deposit represents earnest money, and is not in the nature of a penalty. The Purchaser hereby irrevocably authorizes and directs any solicitors or real estate agents holding any such Deposit to forthwith upon the request of the Vendor deliver such Deposit to the Vendor.

16. **Risk:** The Lot shall be at the risk of the Vendor until the Transfer of the Lot has been accepted for registration in the Land Title Office and thereafter at the risk of the Purchaser.

17. **Assignment:** The Purchaser shall not assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the sole and unfettered discretion of the Vendor.

18. **Sale:** The Purchaser shall not advertise or offer the Lot for sale prior to the Completion Date.

19. **Privacy Consent:** The Purchaser consents to the collection, use and disclosure of personal information contained in this agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates and service providers for the following purposes:

- a) to complete the transaction contemplated by this agreement;
- b) to engage in business transactions including securing financing for the construction of the Development;
- c) to provide ongoing products and services to the purchasers;
- d) to market, sell, provide and inform the Purchaser of the Vendor's products and services including information about future projects;
- e) additional purposes identified when or before the information is collected.

20. **Miscellaneous Provisions:** All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.

Purchaser's Initials: _____

EXHIBIT J

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21. **Enurement:** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All covenants and agreements herein shall survive the Completion Date and not merge.

22. **Entire Agreement:** This Agreement is the entire agreement between the parties and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-formas provided to the Purchaser other than those contained in this agreement or in the Disclosure Statement. The agreements, representations and warranties contained herein will survive completion and the conveyance of the Lot to the Purchaser. This Agreement may not be altered or amended except by an amendment in writing signed by both parties.

23. **Governing Law:** It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof shall be governed and construed in accordance with the laws of the Province of British Columbia.

24. **Notices:** Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile, or sent by prepaid mail to the Vendor or to the Purchaser as the case may be, at the above address. The time of giving such notice, document, or communication shall be, if delivered, when delivered, if sent by facsimile then on the day of transmission, and if mailed, then on the third business day after the day of mailing.

25. **Tender:** Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's solicitor or notary. Any documents or money to be tendered on the Vendor shall be tendered, if money, by way of certified funds or bank draft, and shall be delivered at the Purchaser's expense to Vendor's Solicitor.

26. **Option to Purchase:** The Purchaser agrees to, concurrently with the completion of the Purchase and Sale of the Property, grant the Vendor an Option to Purchase providing that the Vendor shall have the option to re-purchase the Property for ninety per cent (90%) of the agreed sale price hereunder, plus the cost of any improvements thereon, at cost, in the event that:

- (a) the Purchaser offers the Property for sale to any party prior to the date which is the second anniversary of the Completion Date; or
- (b) the Purchaser does not obtain a Building Permit and Approval to Construct (as such is defined in a Section 219 (Build) Covenant registered against the Property) by the date which is the second anniversary of the Completion Date; or
- (c) if the Building Permit and Approval to Construct are obtained within the time required by paragraph 26(b) above, construction of a residential dwelling in accordance with the Section 219 (Build) Covenant registered against the Property is not commenced and completed by the date which is 24 months from the date the Approval to Construct is obtained;

whichever is later.

The Option to Purchase shall be prepared by the solicitors for the Vendor and provided to the solicitor for the Purchaser and registered by the solicitor for the Purchaser immediately following the registration of the Form A Transfer and in priority to any purchase financing. For greater certainty, the Vendor's Option to Purchase shall not deprive the Vendor of any of its rights or remedies as against the Purchaser pursuant to the Section 219 (Build) Covenant or otherwise.

Purchaser's Initials: _____

EXHIBIT J

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27. **Registration of Additional Charges:** In addition to the Option to Purchase described above, the Purchaser agrees to, concurrently with the completion of the Purchase and Sale of the Property, register the following charges on title to the Lot, immediately following the registration of the Form A Transfer and in priority to any purchase financing:

- (a) Rent Charge (Resort Services) in favour of the Developer, the form of which is attached as Exhibit E to the Disclosure Statement. Pursuant to this encumbrance, the Developer provides services to the Resort Area, including the Lots.
- (b) Rent Charge (Lift Services) in favour of the Developer, the form of which is attached as Exhibit F to the Disclosure Statement.
- (c) Section 219 Covenant for Right of Way and Rent Charges in favour of the Utility (as defined in the Disclosure Statement), a copy of which is attached hereto as Exhibit G to the Disclosure Statement.

28. **Water and Sewer Connection Fee:** The Purchaser acknowledges that a connection fee, currently \$25,000.00 (the "Connection Fee") is payable by the Purchaser to the Vendor on the Completion Date for the connection of water and sewer service, and that the Vendor is not obligated to complete the Purchase and Sale of the Lot unless the Connection Fee is paid concurrently on the Completion Date.

Purchaser's Initials: _____
