166147

COPY DEPOSITED IN Kamloops L.R.O. ASSIGNED No. 43295

SURVEY PLAN OF DISTRICT LOT 5228 OSOYOOS DIVISION OF YALE DISTRICT

3404417

ALL DIMENSIONS ARE METRIC

SCALE 1:500

10 5 0 10 20 30

BCGS 82E.052

14 T 1492

OKANAGAN LAKE

SEE UNREGISTERED HIGHWAY PLAN COMPLETED BY MR. RICHARD CHAPMAN B.C.L.S. No. 377

NATURAL BOUNDARY ACCORDING TO COLLINS' SURVEY OF 1972 (PLAN 59947 C.L.S.R.)

DETAIL "A" NOT TO SCALE

SEE DETAIL "A"

SEE PLAN 71606 C.L.S.R.

FILL

D. L. 5228

AREA 1.599 ha.

LOT 30–2 PLAN 763 R.S.B.C.

IP AT EXTENT OF FILL

IP IN ASPHALT

OIP IN ASPHALT

NATURAL BOUNDARY

ACCORDING TO COLLINS' SURVEY (PLAN 59947 C.L.S.R.) OF 1972

LIMIT OF FILL

C.G 8390 1254

THIS PLAN LIES WITHIN THE OKANAGAN – SIMILKAMEEN REGIONAL DISTRICT

LEGEND

BEARINGS ARE ASTONOMIC AND DERIVED FROM PLAN 40504 (PLAN 71828 C.L.S.R.)

- OIP DENOTES OLD IRON POST FOUND
- IP DENOTES IRON POST SET
- PCON DENOTES CONCRETE MONUMENT SET
- OPCON DENOTES CONCRETE MONUMENT FOUND
- PP DENOTES PIPE POST SET
- WT WITNESS
- C.L.S.R. DENOTES CANADA LANDS SURVEY RECORDS
- (12) DENOTES STADIA TRAVERSE STATION NUMBER FROM PLAN 59947 C.L.S.R. COMPLETED BY M. COLLINS BCLS & CLS

I, STEVEN J. BUZIKIEVICH A BRITISH COLUMBIA LAND SURVEYOR OF THE CITY OF PENTICTON IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN, AND THAT THE SURVEY AND PLAN ARE CORRECT, THE SURVEY WAS COMPLETED ON THE 26 th. DAY OF FEBRUARY, 1990.

B.C.L.S.

OFFICIAL PLAN

CONFIRMED UNDER SECTION 67-LAND ACT

for Deputy Surveyor General
VICTORIA, B.C., April 24, 1990

PLAN RD 3603 C.L.S.R.

HIGHWAY NO. 97

PRIVATE ROAD

REMAINDER LOT 30–3 763 R.S.B.C.

LOT 30 – 2 PLAN

PLAN 71828 C.L.S.R.

PLAN 40504 L.T.O.

PENTICTON INDIAN RESERVE NO 1

263 262 261 260 259 258 257 256 255 267 211 212 213 214 215 216 217 239 238

STEVEN J. BUZIKIEVICH
PROFESSIONAL LAND SURVEYOR
54 NANAIMO AVENUE EAST
PENTICTON, B.C. Phone 492–0559
FILE 89–279–1 FB. 20 PG. 94

F.B. 57/90

14 T 1492

File: 0234595
Your File: WA-7461

89-10-11

Kinsman & Company
Barristers & Solicitors
Box 40
Penticton, B.C.
V2A 6J9

Attention: Mr. Richard P. Thompson

Dear Sirs:

I have your letter of October 4, 1989 in reply to the letter of approval dated September 26, 1989 by Mr. E. R. Macgregor, Associate Deputy Minister, agreeing to issue a lease to a Penticton Indian Band Corporation of an area of fill in Okanagan Lake.

It is noted that your client is in general agreement with the terms of the proposed lease, with the exception of the proposed rental of $16,956.00 per annum. In view of your representations and after careful consideration of the circumstances related to the area being applied for the rental for the lease for the first five years of tenure has been amended to $8,500.00 per annum. The other terms and conditions of the letter of September 26, 1989 remain unchanged.

RECEIVED BY
ON OCT 13 1989
MINISTRY OF
CROWN LANDS

...2

As your client is in agreement with the other terms and conditions of the proposed lease it is presumed that early attention will be given to submission of an application to lease by the corporate nominee of the Penticton Indian Band.

Yours sincerely,

W. C. Fry
Coordinator Indian Land Matters

cc: Mr. E. R. Macgregor
Associate Deputy Minister

Mr. Graham Allen
Barrister & Solicitor

Ms. Susan Sparrow
Indian and Northern Affairs

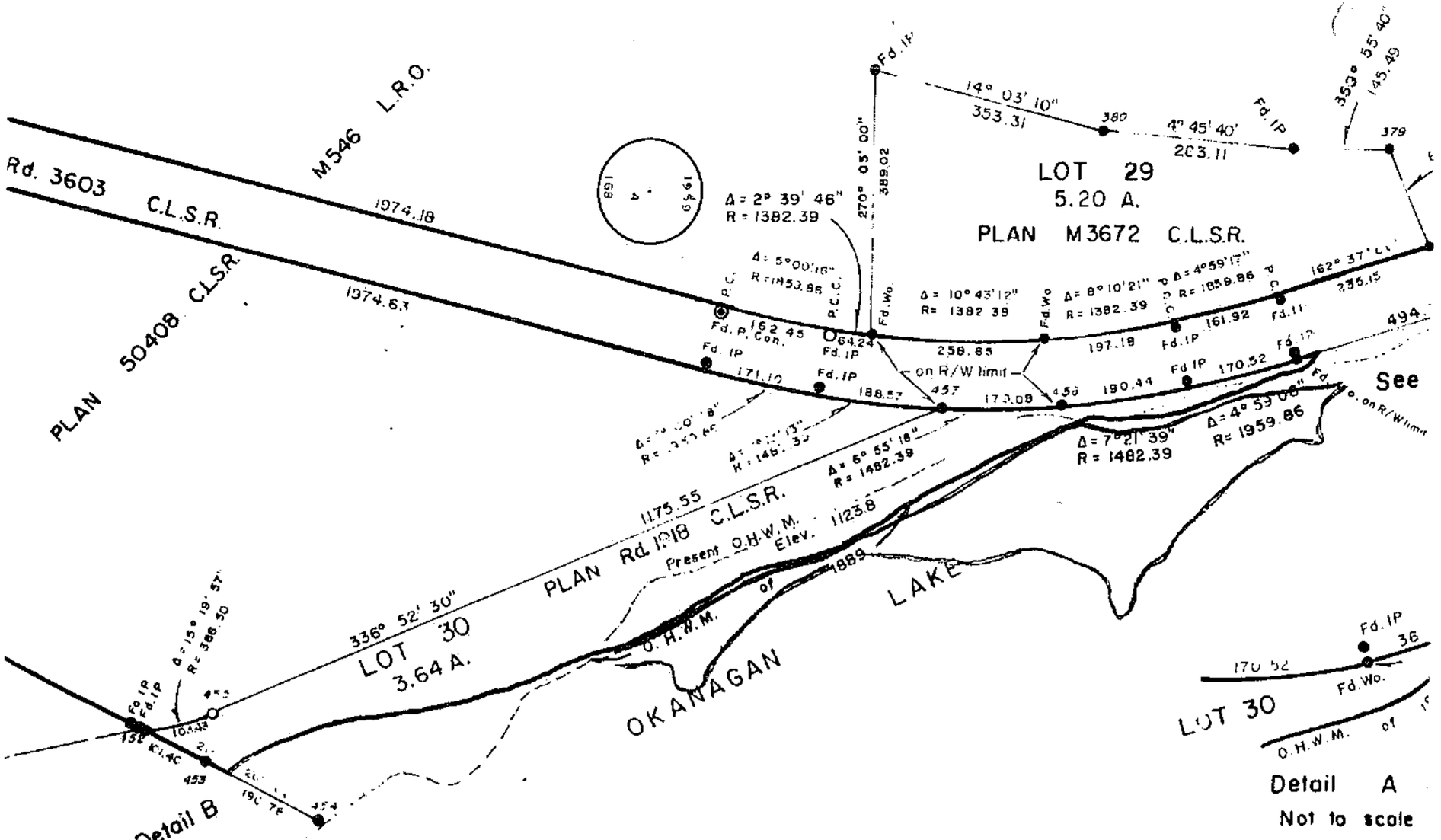
Mr. Chris Cooter
Indian and Northern Affairs

Mr. John Thompson
Regional Director
Thompson Okanagan Region

WCF:ab

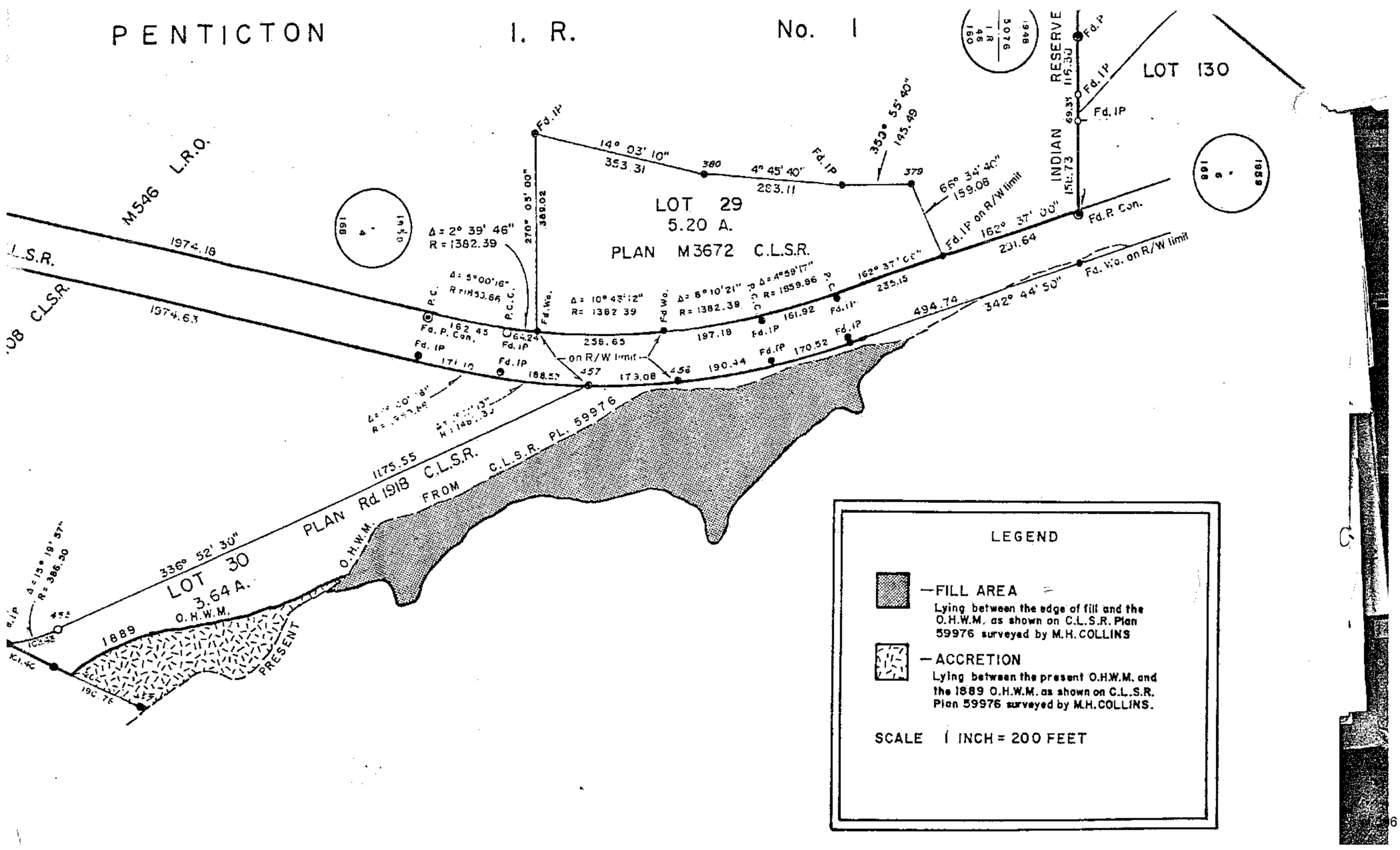
LOT 31
60.0 A.

From C.L.S.R. Plan 59976
(surveyor. M.H. Collins 1971-73)



Detail A
Not to scale

PENTICTON I. R. No. 1

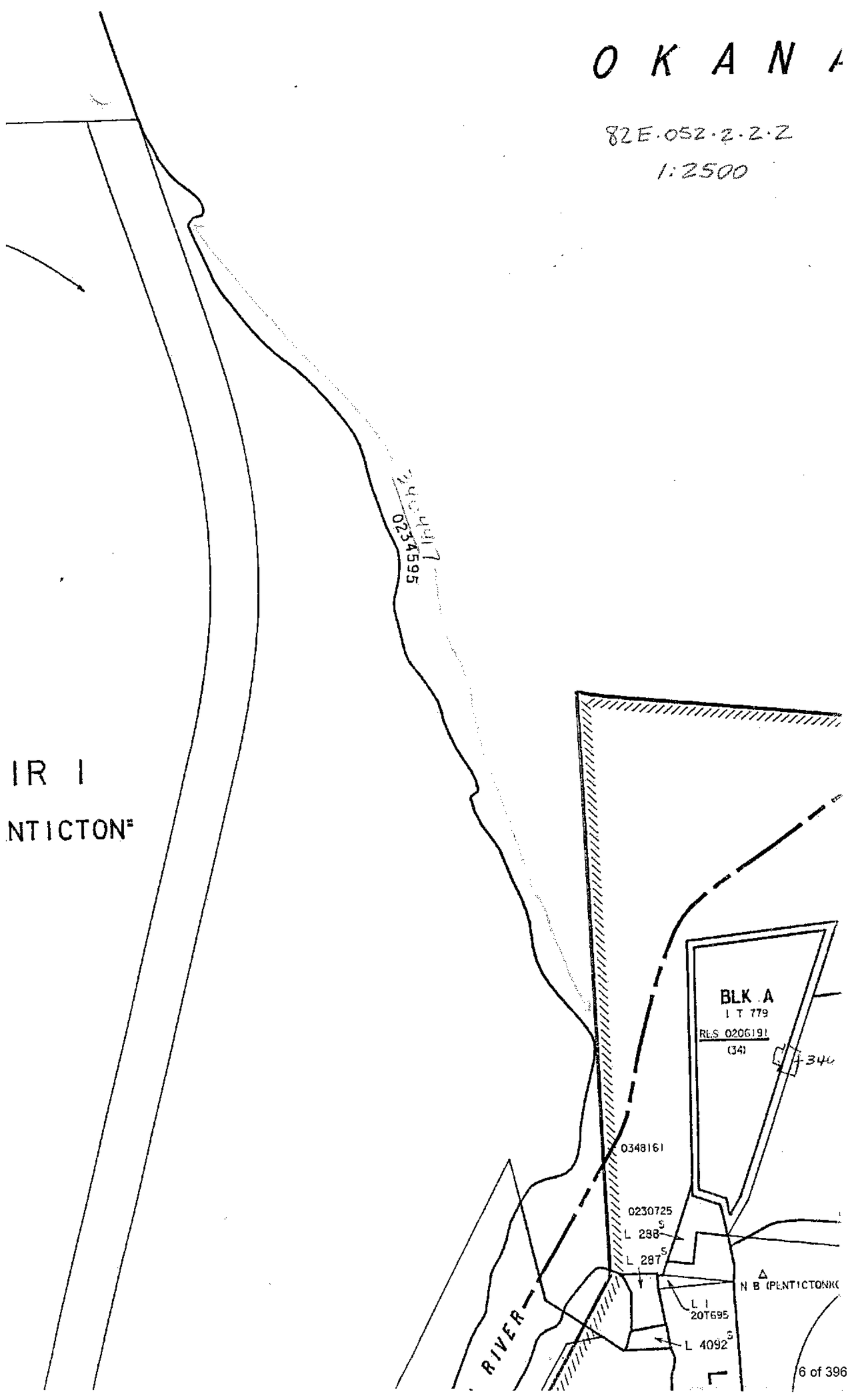


LEGEND

—FILL AREA
Lying between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS

—ACCRETION
Lying between the present O.H.W.M. and the 1889 O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS.

SCALE 1 INCH = 200 FEET


O K A N
82E·052·2·2·Z
1:2500
0234595
IR I
NTICTON
BLK A
I T 779
RLS 0206191
(34)
340
0348161
0230725
L 288 S
L 287 S
N B (PENTICTON)
L 1
20T695
L 4092 S
RIVER
6 of 396

Province of British Columbia — Ministry of Forests and Lands

APPLICATION FOR CROWN LAND

PLEASE PRINT INDIVIDUAL(S) — PROVIDE NAME(S) IN FULL

Her Majesty in right of Canada, as represented by the Minister of

* INDICATE JOINT TENANCY IF DESIRED

Indian Affairs and Northern Development (subject to approval by the

Deputy Minister, D.I.A.N.D.)

OR COMPANY NAME

Mr. A.J. Gross, Director, L.R.&T., Indian & Northern Affairs, B.C. Reg.

ADDRESS (*PROVIDE BOTH STREET AND MAILING)

APT. No.	STREET No.	STREET	POST OFFICE BOX NUMBER
N/A	800	Burrard Street	1000

CITY - TOWN	PROVINCE	POSTAL CODE
Vancouver	British Columbia	V6Z 2J3

HOME TELEPHONE	BUSINESS TELEPHONE	COMPANY INCORPORATION No.	DATE STAMP
N/A	666-7757	N/A	RECEIVED BY ON OCT 04 1989

AGE - 19 YRS OR OVER	CANADIAN CITIZEN	PERMANENT RESIDENT OF CANADA
N/A YES ☐ NO ☐	N/A YES ☐ NO ☐	N/A YES ☐ NO ☐

RESIDENT IN BRITISH COLUMBIA FOR 2 YEARS	NON-REFUNDABLE APPLICATION FEE ENCLOSED
N/A YES ☐ NO ☐	X

LOCATION OF CROWN LAND

fill area in Okanagan Lake, fronting — AREA — HECTARES: approx. 1.55 ha.

DESCRIPTION

Penticton Indian Reserve No. 1

(see attached sketch)

☐ SURVEYED GIVE LEGAL DESCRIPTION

OR

☐ UNSURVEYED GIVE METES AND BOUNDS DESCRIPTION

FS ENT'D OCT 11 1989

DATE LAND STAKED AS PER FORM 1

*NOTE 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED

transfer to Crown Canada for inclusion in Penticton I.R. No. 1

ANY OTHER CROWN LAND HELD BY APPLICANT OR SPOUSE ☐ YES ☐ NO — IF YES STATE TYPE AND TENURE: N/A

I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT / SIGNATORY (IF COMPANY)

APPLICANT — SIGNATURE(S)

Director, L.R.&T., B.C. Region, D.I.A.N.D.

DATE _____ OCCUPATION (IF INDIVIDUAL(S)) _____

FOR OFFICE USE ONLY

N MACLEN

DATE APP. REC'D (YR MTH DAY)	REGIONAL OFFICE	APPLICATION IS	FILE No.
89 10 02	KAM-A	☒ NEW ☐ REPLACEMENT	3404417

APPLICATION IS	LAND IS IN PROVINCIAL FOREST	APPLICATION FOR	PRELIMINARY ESTIMATE OF LAND VALUE
☒ LAND ACT ☐ MINISTRY ACT	YES ☐ NO ☒	☒ AQUATIC ☐ OTHER LAND	$

TYPE OF TENURE FOR APPLICATION: ☐ LEASE ☐ LICENCE OF OCCUPATION ☐ EASEMENT RIGHT OF WAY ☐ LETTER OF CONSENT ☒ CROWN GRANT — REPLACES SUP. ☐ YES ☒ NO

FIELD SERVICES COPY

T.A.S. CODING: ~~CG01~~ IN01 ~~FD02~~ 0501

L 184 (R2/86)

Province of British Columbia — Ministry of Forests and Lands

APPLICATION FOR CROWN LAND

PLEASE PRINT INDIVIDUAL(S) — PROVIDE NAME(S) IN FULL

* INDICATE JOINT TENANCY IF DESIRED

Her Majesty in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (subject to approval by the Deputy Minister, D.I.A.N.D.)

OR COMPANY NAME

Mr. A.J. Gross, Director, L.R.&T., Indian & Northern Affairs, B.C. Reg.

ADDRESS (*PROVIDE BOTH STREET AND MAILING)

APT No.	STREET No.	STREET	POST OFFICE BOX NUMBER
N/A	800	Burrard Street	1000

CITY - TOWN	PROVINCE	POSTAL CODE
Vancouver	British Columbia	V6Z 2J3

HOME TELEPHONE	BUSINESS TELEPHONE	COMPANY INCORPORATION No.	DATE STAMP
N/A	666-7757	N/A	

AGE - 19 YRS OR OVER	CANADIAN CITIZEN	PERMANENT RESIDENT OF CANADA	RESIDENT IN BRITISH COLUMBIA FOR 2 YEARS	NON-REFUNDABLE APPLICATION FEE ENCLOSED
N/A YES ☐ NO ☐	N/A YES ☐ NO ☐	N/A YES ☐ NO ☐	N/A YES ☐ NO ☐	X

LOCATION OF CROWN LAND

fill area in Okanagan Lake, fronting Penticton Indian Reserve No. 1

AREA — HECTARES: approx.1.55 ha.

DESCRIPTION

☐ SURVEYED GIVE LEGAL DESCRIPTION

OR

☐ UNSURVEYED GIVE METES AND BOUNDS DESCRIPTION

(see attached sketch)

Duplicate

DATE LAND STAKED AS PER FORM 1

*NOTE ➤ 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED

transfer to Crown Canada for inclusion in Penticton I.R. No. 1

ANY OTHER CROWN LAND HELD BY APPLICANT OR SPOUSE ☐ YES ☐ NO

IF YES STATE TYPE AND TENURE: N/A

I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT / SIGNATORY (IF COMPANY).

APPLICANT — SIGNATURE(S)

DATE _____ OCCUPATION [IF INDIVIDUAL(S)] Director, L.R.&T., B.C. Region, D.I.A.N.D.

FOR OFFICE USE ONLY

DATE APP. REC'D YR MTH DAY	REGIONAL OFFICE	APPLICATION IS ☐ NEW ☐ REPLACEMENT	FILE No.

APPLICATION IS	LAND IS IN PROVINCIAL FOREST	APPLICATION FOR	PRELIMINARY ESTIMATE OF LAND VALUE
☐ LAND ACT ☐ MINISTRY ACT	YES ☐ NO ☐ PROVINCIAL FOREST	☐ AQUATIC ☐ OTHER LAND	$

TYPE OF TENURE FOR APPLICATION

☐ LEASE ☐ LICENCE OF OCCUPATION ☐ EASEMENT RIGHT OF WAY ☐ LETTER OF CONSENT ☐ CROWN GRANT

REPLACES SUP. ☐ YES ☐ NO

FIELD SERVICES COPY

T.A.S. CODING:

L 184 (R2/86)

Province of British Columbia — Ministry of Lands, Parks and Housing

APPLICATION FOR CROWN LAND

PLEASE PRINT INDIVIDUAL(S) — PROVIDE NAME(S) IN FULL

* INDICATE JOINT TENANCY IF DESIRED

Her Majesty in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (subject to approval by the Deputy Minister, D.I.A.N.D.)

OR COMPANY NAME

Mr. A.J. Gross, director, L.R.&T., Indian & Northern Affairs,B.C. Reg.

ADDRESS (* PROVIDE BOTH STREET AND MAILING)

APT. No.	STREET No.	STREET	POST OFFICE BOX NUMBER
N/A	800	Burrard Street	1000

CITY - TOWN	PROVINCE	POSTAL CODE
Vancouver	British Columbia	V6Z 2S3

HOME TELEPHONE	BUSINESS TELEPHONE	COMPANY INCORPORATION No.	DATE STAMP
N/A	666-7757	N/A	

AGE - 19 YRS OR OVER	CANADIAN CITIZEN	PERMANENT RESIDENT OF CANADA
N/A YES ☐ NO ☐	N/A YES ☐ NO ☐	N/A YES ☐ NO ☐

RESIDENT IN BRITISH COLUMBIA FOR 2 YEARS	NON-REFUNDABLE APPLICATION FEE ENCLOSED
N/A YES ☐ NO ☐	Y ☐

LOCATION OF CROWN LAND

fill area in Okanagan Lake.

AREA — HECTARES: approx. 1.5± ha.

DESCRIPTION

☐ SURVEYED GIVE LEGAL DESCRIPTION

OR

☐ UNSURVEYED GIVE METES AND BOUNDS DESCRIPTION

fronting Penticton Indian Reserve No. 1

(see attached sketch)

DATE LAND STAKED AS PER FORM 1

*NOTE: 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED

Transfer to Crown Canada for inclusion in Penticton I.R. No. 1

ANY OTHER CROWN LAND HELD BY APPLICANT OR SPOUSE ☐ YES ☐ NO

IF YES STATE TYPE AND TENURE: N/A

I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT / SIGNATORY (IF COMPANY).

APPLICANT — SIGNATURE(S)

DATE _____ OCCUPATION (IF INDIVIDUAL(S)) Director, L.R.&T., B.C. Region, D.I.A.N.D.

FOR OFFICE USE ONLY

DATE APP. REC'D YR MTH DAY	REGIONAL OFFICE	APPLICATION IS ☐ NEW ☐ REPLACEMENT	FILE No.

APPLICATION IS ☐ LAND ACT ☐ MINISTRY ACT	LAND IS IN PROVINCIAL FOREST YES ☐ NO ☐	APPLICATION FOR ☐ AQUATIC ☐ OTHER LAND PROVINCIAL FOREST	PRELIMINARY ESTIMATE OF LAND VALUE $

TYPE OF TENURE FOR APPLICATION

☐ LEASE ☐ LICENCE OF OCCUPATION ☐ EASEMENT RIGHT OF WAY ☐ LETTER OF CONSENT ☐ CROWN GRANT

REPLACES SUP ☐ YES ☐ NO

REGIONAL OFFICE COPY

TA'S CODING

L 184 (R2/86)

Province of British Columbia — Ministry of Lands, Parks and Housing

APPLICATION FOR CROWN LAND

PLEASE PRINT
INDIVIDUAL(S) — PROVIDE NAME(S) IN FULL

Her Majesty in Right of Canada, as represented by the Minister of

* INDICATE JOINT TENANCY IF DESIRED

Indian Affairs and Northern Development (subject to approval by the

Deputy Minister, D.I.A.N.D.)

OR COMPANY NAME

Mr. A.J. Gross, Director, L.R.S.T., Indian & Northern Affairs, B.C. Reg.

ADDRESS (*PROVIDE BOTH STREET AND MAILING)

APT. No.	STREET No.	STREET	POST OFFICE BOX NUMBER
N/A	800	Burrard Street	1000

CITY - TOWN	PROVINCE	POSTAL CODE
Vancouver	British Columbia	V6Z 2S9

HOME TELEPHONE	BUSINESS TELEPHONE	COMPANY INCORPORATION No.	DATE STAMP
N/A	666-7757	N/A	

AGE - 19 YRS OR OVER	CANADIAN CITIZEN	PERMANENT RESIDENT OF CANADA
N/A YES ☐ NO ☐	N/A YES ☐ NO ☐	N/A YES ☐ NO ☐

RESIDENT IN BRITISH COLUMBIA FOR 2 YEARS	NON-REFUNDABLE APPLICATION FEE ENCLOSED
N/A YES ☐ NO ☐	X

LOCATION OF CROWN LAND

Fish area in Okanagan Lake.

AREA — HECTARES

Approx. 1.5b ha.

DESCRIPTION

Spallumcheen Indian Reserve No. 1

(see attached sketch)

☐ SURVEYED GIVE LEGAL DESCRIPTION

OR

☐ UNSURVEYED GIVE METES AND BOUNDS DESCRIPTION

DATE LAND STAKED AS PER FORM 1

*NOTE ➤ 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED

Grant for to Crown Canada for Inclusion in Pantiction I.R. No. 1

ANY OTHER CROWN LAND HELD BY APPLICANT OR SPOUSE ☐ YES ☐ NO

IF YES STATE TYPE AND TENURE N/A

I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT / SIGNATORY (IF COMPANY).

APPLICANT — SIGNATURE(S)

DATE _____ OCCUPATION (IF INDIVIDUAL(S)) Director, L.R.S.T., B.C. Region, D.I.A.N.D.

APPLICANT COPY

Province of British Columbia

Ministry of Crown Lands

FACSIMILE TRANSMISSION HEADER

DATE

FOR NO

TO: Marsha Nelson

BRANCH
REGION
DISTRICT
ADDRESS (MAILING)
c/o Region

PHONE NO:

FAXCOM NO: 828-4809

SENT BY: Bill Fry

INITIALS OF SENDER

DATE: 89-10-11

FROM: LAND POLICY BRANCH
MINISTRY OF CROWN LANDS
3rd FLOOR, 1000 SEYMOUR PLACE
VICTORIA, B.C.
V8V 1X5

PHONE NO: 387-1816

FAXCOM NO: 387-1185

SIGNATURE

AUTHORIZED SIGNATURE

MESSAGE:

Marsha:

Bill Fry 387-1816

As promised, here is a copy of the completed request from Ingold Lee Fellowes & Co. to purchase Lot 2, Plan 27, Group 1, Cowichan Land District, on behalf of their client. Also, the Land Act letter setting appraisal.

Regards
Bill - 89-10-11

Indian and Northern Affairs Canada / Affaires indiennes et du Nord Canada

September 25, 1989

E5673-07397 (RT28)

Ministry of Crown Lands
Lands Division
4000 Seymour Place
Victoria, B.C.
V8V 1X4

ATTN: Mr. William C. Fry,
Co-ordinator, Indian Land Registry

Dear Sirs:

Re: Penticton Indian Band - Red Wing Resorts Ltd.

Further to your telephone conversation with Susan Sparrow of our Central District Office, this is to confirm her advice that D.I.A.N.D. has no objection to the Province leasing to the Penticton Band's corporation the fill area adjacent to Penticton Indian Reserve No. 1, pending the transfer of the land to Canada to be set aside as reserve for the Band, provided that the land, when transferred, is to be unencumbered.

The Band has now advised of their preferences for appraisers. A copy of the Band's letter to us, dated September 21, 1989, is attached.

I confirm that the Red Wing Resorts's upland lease contains 37.2579 hectares.

Enclosed for your information is a copy of our application for purchase of the fill land and covering letter.

RECEIVED
SEP 29 1989
MINISTRY OF CROWN LANDS
LAND POLICY BRANCH

Canada

I look forward to receipt of your letter to Mr. Thompson setting out the latest understanding you have reached with his client.

Yours truly,

Chris Cooter
A/Senior Conveyance Officer
Lands, Revenues & Trusts
B.C. Region
P.O. Box 1000
800 Burrard Street
Vancouver, B.C.
V6Z 2J3

c.c.: - Mr. Graham Allen
Snarch and Allen
Barristers and Solicitors

- Ms. Susan Sparrow
Lands, Revenues & Trusts
Central District Office

Province of British Columbia — Ministry of Forests and Lands

APPLICATION FOR CROWN LAND

PLEASE PRINT INDIVIDUAL(S) — PROVIDE NAME(S) IN FULL

Her Majesty in right of Canada, as represented by the Minister of

* INDICATES JOINT TENANCY IF DESIRED

Indian Affairs and Northern Development (subject to approval by the

Deputy Minister, D.I.A.N.D.)

OR COMPANY NAME

Mr. A.J. Gross, Director, L.R.&T., Indian & Northern Affairs, B.C. Reg

ADDRESS (PROVIDE BOTH STREET AND MAILING)

UNIT NO.	STREET NO.	STREET	POST OFFICE BOX NUMBER
N/A	800	Burrard Street	1000

CITY / TOWN	PROVINCE	POSTAL CODE
Vancouver	British Columbia	V6Z 2S3

HOME TELEPHONE	BUSINESS TELEPHONE	OCCUPATION (INCLUDE POSITION HELD)
N/A	666-7757	N/A

AGE — IS ONE OR OVER	CANADIAN CITIZEN	PERMANENT RESIDENT OF CANADA
N/A YES ☐ NO ☐	N/A YES ☐ NO ☐	N/A YES ☐ NO ☐

RESIDENT OF BRITISH COLUMBIA FOR 12 MONTHS	NON-REFUNDABLE APPLICATION FEE ENCLOSED
N/A YES ☐ NO ☐	☒

LOCATION OF CROWN LAND — AREA (APPROX.)

fill area in Okanagan Lake, frontingapprox. 1.55 ha.

DESCRIPTION

Penticton Indian Reserve No. 1

(see attached sketch)

☐ SURVEYED GIVE LEGAL DESCRIPTION

OR

☐ UNSURVEYED GIVE METES AND BOUNDS DESCRIPTION

DATE LAND STAKED (IF APPLICABLE)

*NOTE: 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED

transfer to Crown Canada for inclusion in Penticton I.R. No. 1

ANY OTHER CROWN LAND HELD BY APPLICANT OR SPOUSE

☐ YES ☐ NO

IF YES STATE TYPE AND TENURE N/A

SIGNATURE OF APPLICANT (IF BY COMPANY, GIVE NAME AND OFFICE OF PERSON SIGNING APPLICATION FOR CROWN LAND, STATE IF SIGNING AS DIRECTOR, SECRETARY, ETC. OF COMPANY)

APPLICANT (SIGNATURE)

Director, L.R.&T., B.C. Region, D.I.A.N.D.

DATE — OCCUPATION OF INDIVIDUAL(S)

FOR OFFICE USE ONLY

DATE APPLICATION RECEIVED (YR / MTH / DAY)	RECEIVED (NAME)	APPLICATION IS	FEE $
		☐ NEW ☐ REPLACEMENT	

APPLICATION IS	LAND IS IN PROVINCIAL FOREST	APPLICATION FOR	FEE $ (IF LAND VALUE)
☐ LANDS ACT ☐ MINERAL ACT	YES ☐ NO ☐	☐ AQUATIC ☐ DEEP CREEK	

TYPE OF TENURE FOR APPLICATION

☐ LEASE ☐ LICENCE OF OCCUPATION ☐ PERMANENT RIGHT OF WAY ☐ LICENCE OF OCCUPATION

☐ CROWN GRANT (TAX EXEMPT)

NEW ACREAGE

☐ YES ☐ NO

PENTICTON INDIAN BAND

R.R. #2, SITE 80, COMP. 19
PENTICTON, BRITISH COLUMBIA
V2A 6J7
TELEPHONE 493-0048 FAX 493-2882

September 21, 1989

Indian & Northern affairs
B.C. Region
P.O. Box 1000
800 Burrard Street
Vancouver, B.C.
V6Z 2S3

ATTENTION: Mr. Chris Cooter
Lands, Revenues & Trusts

Dear Mr. Cooter:

RE: PENTICTON I.R.#1
YF: #E5643-07397-48

We refer to item 2 of Graham Allen's letter to Sally Saunders dated July 18, 1989.

Subsequent to receiving from Public Works Canada, via your office, the names of suggested appraiser, we have reviewed them with Mr. Allen. As a result, we list the appraisers we would accept in order of preference.

1. Murray Woodward, A.A.C.I.
2. Ian Hyslop, A.A.C.I.
3. Peter Austin, A.A.C.I.

Mr. Woodward is our first choice because he is already familiar with our Reserve lands and, in consequence, could probably do the job more quickly.

Please transmit this decision to Mr. Fry so that he can arrange for the appraisal to be carried out at the Province's expense as we have agreed.

At an appropriate time, we would like to meet D.I.A. concerning the Redwing situation.

Yours truly
PENTICTON INDIAN BAND

Chief Archie Jack

COUNCILLOR

COUNCILLOR

COUNCILLOR

COUNCILLOR

Province of
British Columbia

Ministry of
Crown Lands

478 St. Paul Street
Kamloops, B.C.
V2C 2J6
828-4800

OUR FILE 3404417

YOUR FILE WA-7461

Reply attention of: E. Scherly,
Assistant Senior Examiner

October 20, 1989

Pendian Investments Inc.
c/o Kinsman & Company
Box 40
Penticton, B.C.
V2A 6J9

Attention: Richard P. Thompson

Dear Mr. Thompson:

Re: Application for a lease of the land described as all that foreshore or land covered by water being part of the bed of Okanagan Lake adjoining Indian Reserve Number 1 "Penticton", Osoyoos Division of Yale District, and containing 1.550 hectares, more or less

(hereinafter called the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the *Land Act* on the terms and conditions set forth below.

1. FORM OF DISPOSITION AND TENURE:

The disposition of the Land to you will be by way of the lease attached hereto (herein referred to as the Lease) on the terms and conditions set forth therein.

2. NO WARRANTY:

Neither this commitment nor the granting of the Lease to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use, that it can be built on, that it is not susceptible to flooding or erosion or that there is access to it.

3. APPLICANT'S REPRESENTATION:

In signing and accepting the Lease attached hereto you represent and acknowledge to us that at the time of signing

(a) (i) you are a Canadian citizen and are of the full age of 19 years;

(ii) where the applicant is a corporation or society it is duly organized or continued under the laws of British Columbia having Incorporation No. 0285937;

(b) statements contained in your application for the disposition are true;

(c) you have attended to inspect the Land and are fully aware of its condition;

(d) you have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

4. NON MERGER:

The provisions of this agreement shall survive the execution and delivery of the Lease provided that in the event of any contradiction between such provisions in the terms and conditions of the Lease, the latter shall prevail.

20/12

5. TIME:

Time is of the essence in this agreement.

6. NON ASSIGNABLE:

This commitment is not assignable or transferable.

7. CONDITIONS PRECEDENT:

7.1 Statement of Rental:

Please submit to this office the fees outlined below.

Rental	$ 8,500.00
Security	$ 0.00
Documentation Fee	$ 150.00
Occupational Rental	$ 0.00
Other	$ 0.00
TOTAL	$ 8,650.00

Where applicable the occupation rental payable in respect of your occupation of the Land from n/a to the date of the commencement of the Lease is charged at $ 0.00 per day.

7.2 Other Preconditions:

☐ Please submit, to this office, evidence of insurance in effect in the amount of $ 0.00

You will ensure that a boundary plan of the Land will have been prepared by the British Columbia Land Surveyor retained by you in compliance with the instructions of the Surveyor General of British Columbia within six months of the issuance of survey instructions.

Please note that the Legal Description Schedule in the lease will be replaced with a revised schedule upon confirmation of the survey plan.

8. EXECUTION OF DOCUMENTS:

Please sign all copies of the documents in the space provided for signature(s). All signatures must be duly witnessed.

9. TIME FOR ACCEPTANCE:

Failure to complete the documents within 60 days of the date of this letter will automatically void our obligation to dispose of the Land to you.

Please return to this office, within the time limited above, all copies of the executed documents together with a certified cheque or money order representing the fees, and evidence of having met the other preconditions, outlined above.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

for Regional Director

XXXXXXXXXXXXXXXXXXXX
Senior Land Officer

ES/wj

Province of British Columbia — Ministry of Crown Lands

APPLICATION FOR CROWN LAND

PLEASE PRINT INDIVIDUAL(S) — PROVIDE NAME(S) IN FULL

*INDICATE JOINT TENANCY OR TENANCY IN COMMON

JOINT TENANTS ☐ TENANTS IN COMMON ☐

OR COMPANY NAME: PENDIAN INVESTMENTS INC.

ADDRESS (*PROVIDE BOTH STREET AND MAILING)

APT. NO.	STREET NO.	STREET	POST OFFICE BOX NUMBER
		R.R. 2, Site 80, Comp. 19	

CITY - TOWN	PROVINCE	POSTAL CODE
Penticton	British Columbia	V2A 6J7

HOME TELEPHONE	BUSINESS TELEPHONE	COMPANY INCORPORATION NO.
n/a	493-0048	0285937

AGE - 19 YRS OR OVER	CANADIAN CITIZEN	PERMANENT RESIDENT OF CANADA
n/a YES ☐ NO ☐	n/a YES ☐ NO ☐	n/a YES ☐ NO ☐

RESIDENT IN BRITISH COLUMBIA FOR 2 YEARS	NON-REFUNDABLE APPLICATION FEE ENCLOSED
n/a YES ☐ NO ☐	☒

RECEIVED BY
ON OCT 19 1989
MINISTRY OF CROWN LANDS

LOCATION OF CROWN LAND: Okanagan Lake fronting Penticton Indian Reserve No. 1

AREA - HECTARES: 1.53

DESCRIPTION

$50.00 APPLICATION FEE REQUIRED

☐ SURVEYED GIVE LEGAL DESCRIPTION

OR

☒ UNSURVEYED GIVE METES AND BOUNDS DESCRIPTION

Area outlined in heavy black on attached plan

ADVERTISING REQUIRED

YES	NO

DATE LAND STAKED AS PER FORM 1:

* NOTE: 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED

Residential Subdivision from October 15, 1989 to June 30, 2027

ANY OTHER CROWN LAND HELD BY APPLICANT OR SPOUSE ☐ YES ☒ NO

IF YES STATE TYPE AND TENURE: n/a

I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT - SIGNATORY (IF COMPANY)

APPLICANT SIGNATURE(S): PENDIAN INVESTMENTS INC. Per: [signature]

DATE: October 18, 1989 OCCUPATION (IF INDIVIDUAL(S))

FOR OFFICE USE ONLY

DATE APP. RECD YR. MTH. DAY	REGIONAL OFFICE	APPLICATION IS	FILE NO.
89 10 19	KAM-A	☒ NEW ☐ REPLACEMENT	3405477

APPLICATION IS	LAND IS IN PROVINCIAL FOREST	APPLICATION FOR	PRELIMINARY ESTIMATE OF LAND VALUE
☒ LAND ACT	YES ☐ NO ☒	☒ AQUATIC ☐ OTHER LAND	$

TYPE OF TENURE FOR APPLICATON

☒ LEASE ☒ LICENCE OF OCCUPATION ☐ EASEMENT ☐ RIGHT OF WAY ☐ CROWN GRANT ☐ LETTER OF CONSENT

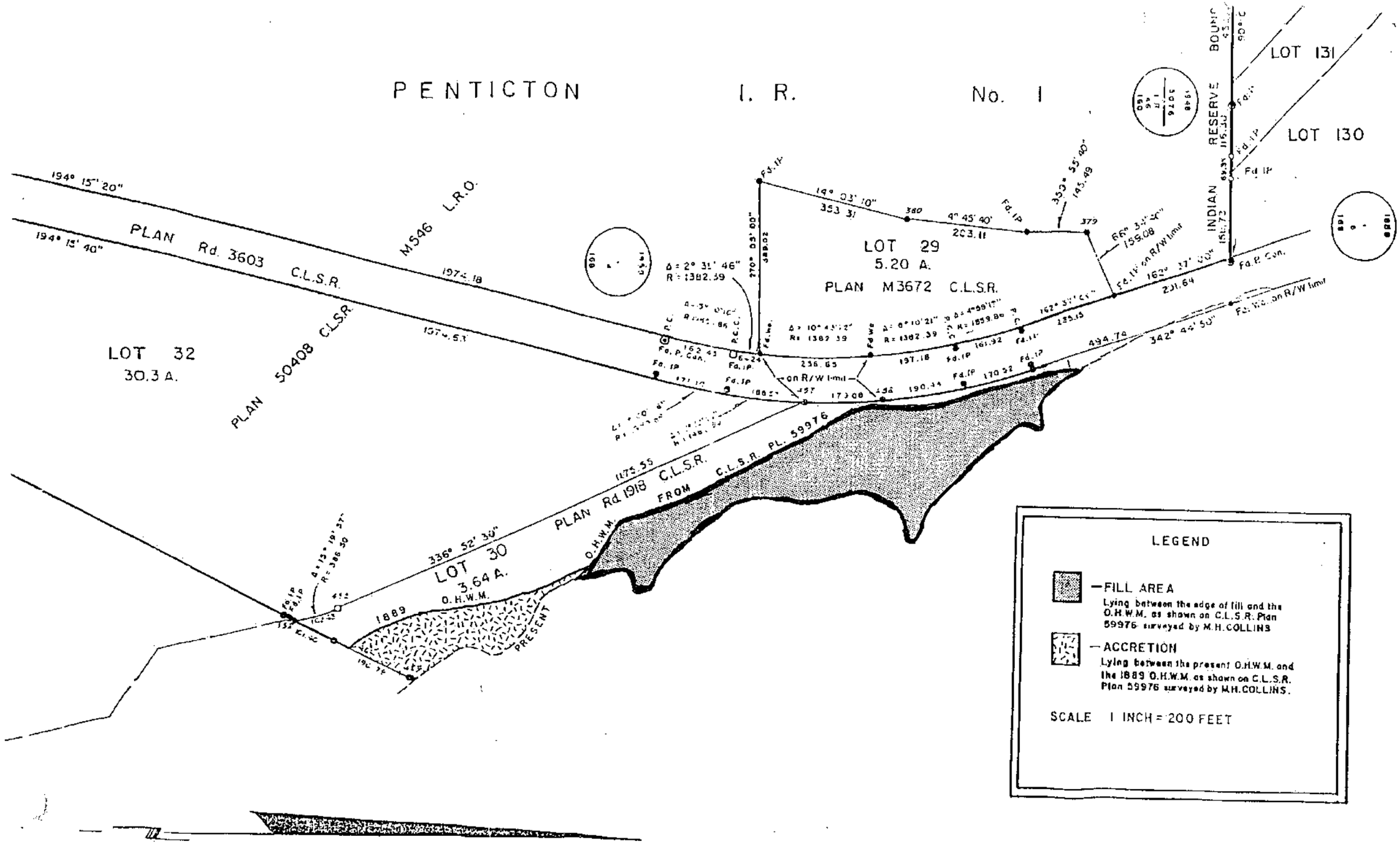
REPLACES SUP. ☐ YES ☒ NO

FIELD SERVICES COPY

T.A.S. CODING: 05 0Z L1 01

Changed Appl. in Tax 89-11-02

L 184 (R7/87)


PENTICTON I. R. No. 1
LOT 131
LOT 130
INDIAN RESERVE BOUND
LOT 29
5.20 A.
PLAN M3672 C.L.S.R.
LOT 32
30.3 A.
PLAN 50408 C.L.S.R.
PLAN Rd. 3603 C.L.S.R.
M546 L.R.O.
LOT 30
3.64 A.
PLAN Rd 1918 C.L.S.R.
FROM C.L.S.R. PL. 59976
O.H.W.M.
1889 O.H.W.M.
PRESENT
LEGEND
—FILL AREA
Lying between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H.COLLINS
—ACCRETION
Lying between the present O.H.W.M. and the 1889 O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H.COLLINS.
SCALE 1 INCH = 200 FEET

Kinsman & Company

BARRISTERS-AT-LAW SOLICITORS
NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J9
TELECOPIER (604) 492-6525

P. S. Mott
M. J. R. Ross
M. F. Smith*
R. W. Rutherford
R. P. Thompson
J. D. Thomas*
C. M. Ferguson-Davie
C. L. Albas*

*ALSO LICENSED FOR TRIAL WORK IN ALBERTA

SUITE 100
186 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-2624

REPLY ATTN Richard P. Thompson

OUR FILE WA-7461

YOUR FILE

October 18, 1989 VIA COURIER

Ministry of Crown Lands
478 St. Paul Street
KAMLOOPS, B.C.

ATTENTION: Mr. Ernie Scherley

Gentlemen:

Re: Red Wing Resorts Ltd. - Pendian Investments Inc.

Further to the conversation between the writer and your Mr. Scherley, please find enclosed herewith the following relating to the above matter;

1. Application for Crown Land duly executed by Pendian Investments Inc.;
2. Our firm cheque in the amount of $50.00.

If you have any questions regarding the enclosures, please feel free to contact the writer.

Yours faithfully,

KINSMAN & COMPANY

Per:

Richard P. Thompson

RPT16/u/vb
Encs.

RECEIVED BY
ON
OCT 19 1989
MINISTRY OF
CROWN LANDS

SNARCH & ALLEN

Barristers & Solicitors

W. GRAHAM ALLEN
GARY B. SNARCH
YARA R. WINTJES
GARRY W. D. MCCOMB

(604) 684-8000
TELECOPIER 684-8003
948 HOWE STREET
VANCOUVER, CANADA
V6Z 1N9

FILE NO. 2398

TELECOPIER COVER LETTER

Please deliver the following to:

NAME: Mr. W.G. Fry

RE: Red Wings Resorts Ltd.

FROM: W. Graham Allen

Total number of pages, including cover page: 3

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL BACK AS SOON AS POSSIBLE.

TELEPHONE NUMBER: (604) 684-8000
TELECOPIER NUMBER: (604) 684-8003
TELECOPIER OPERATOR: Sandra

DATE: October 25, 1989

COMMENTS:

SNARCH & ALLEN
Barristers & Solicitors

W. GRAHAM ALLEN
GARY S. SNARCH
TARA R. WINTJES
GARRY W. D. MCCOMB

(604) 684-8000
TELECOPIER 684-8003

948 HOWE STREET
VANCOUVER, CANADA
V6Z 1N9

FILE NO. 2398

October 23, 1989

Department of Indian Affairs
Regional Office
Lands, Revenues & Trusts
P.O. Box 1000
800 Burrard Street
Vancouver, British Columbia
V6Z 2J3

Attention: Mr. Chris Cooter

Ministry of Crown Lands
Lands Division
4000 Seymour Place
Victoria, British Columbia
V8V 1X4

Attention: Mr. W.C. Fry

Ministry of Transportation & Highways
Regional Property Services
523 Columbia Street
Kamloops, British Columbia
V2C 2T9

Attention: Mr. Ross Dalpre

Kinsman & Company
Barristers and Solicitors
P.O. Box 40
100 - 186 Main Street
Penticton, British Columbia
V2A 6J9

Attention: Mr. Richard P. Thompson

Gentlemen:

RE: Red Wing Resorts Ltd.

Since writing to you all on October 23rd, I have heard from Mr. Chris Cooter that there is a good possibility that, in the present circumstances of this situation, the Government in Ottawa might be

able to create the fill area as Penticton Indian Reserve subject to the existing lease to Pendlan Investments Inc. (and the sublease to Red Wing Resorts Ltd.). Mr. Cooter informs me that he is awaiting word from Legal Services as to whether this will be acceptable. Given this news, I see no point in holding our proposed meeting and I am hereby cancelling it.

For the information of all, I am enclosing herewith for the review of the Department of Indian Affairs the most recent draft lease and sublease that I have received from Mr. Thompson. As I have already explained to him, section 10.07(b) will obviously have to be amended. Once we know the answer concerning our ability to continue with the lease and sublease beyond the date of creation as Indian Reserve, we will be able to amend this provision. However, taking the bull by the horns, it looks to me as if it should read something like this:

> In the event the administration, control and benefit of the Premises is transferred to Canada during the term of this Lease the Sub-Tenant shall surrender the Sub-Lease immediately upon the acceptance by the Governor in Council of a designation vote enabling the Premises to be leased to Red Wing Resorts Ltd. on the same terms and conditions as its existing lease on the Penticton Indian Reserve.

I would respectfully suggest that we all tackle this rewording as soon as we have heard from Mr. Cooter and, given an affirmative statement from him, I see no reason why we cannot conclude all of this within three days after that.

Yours sincerely,

SNARCH & ALLEN

Per:

W. Graham Allen
WGA/slf

cc: Penticton Indian Band
Attention: Chief Archie Jack
Councillor Stewart Phillip

2398ltr2/3000H/slf

SNARCH & ALLEN

Barristers & Solicitors

W. GRAHAM ALLEN
GARY B. SNARCH
TARA G. WINTJES
GARRY W. D. HO[illegible]

(604) 684-8000
TELECOPIER 684-8003

948 HOWE STREET
VANCOUVER, CANADA
V6Z 1N9

FILE NO. 2398

TELECOPIER COVER LETTER

Please deliver the following to:

NAME: Mr. W.C. Fry

RE: Red Wing Resorts Ltd.

FROM: W. Graham Allen

Total number of pages, including cover page: 3

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL BACK AS SOON AS POSSIBLE.

TELEPHONE NUMBER: (604) 684-8000
TELECOPIER NUMBER: (604) 684-8003
TELECOPIER OPERATOR: Shona

DATE: October 23, 1989

COMMENTS:

SNARCH & ALLEN

Barristers & Solicitors

W. GRAHAM ALLEN
GARY S. SNARCH
TARA R. WINTJES
GARRY W. D. McCOMB

(604) 684-8000
TELECOPIER 684-8003

948 HOWE STREET
VANCOUVER, CANADA
V6Z 1N9

FILE NO. 2398

October 23, 1989

Department of Indian Affairs
Regional Office
Lands, Revenues & Trusts
P.O. Box 1000
800 Burrard Street
Vancouver, British Columbia
V6Z 2J3

Attention: Mr. Chris Cooter

Ministry of Crown Lands
Lands Division
4000 Seymour Place
Victoria, British Columbia
V8V 1X4

Attention: Mr. W.C. Fry

Ministry of Transportation & Highways
Regional Property Services
523 Columbia Street
Kamloops, British Columbia
V2C 2T9

Attention: Mr. Ross Dalpre

Kinsman & Company
Barristers and Solicitors
P.O. Box 40
100 - 166 Main Street
Penticton, British Columbia
V2A 6J9

Attention: Mr. Richard P. Thompson

Gentlemen:

RE: Red Wing Resorts Ltd.

We appear to be making good progress in carrying out those steps set forth in my letter to Ms. Sally M.A. Saunders of July 18, 1989. Unfortunately, however, the Mullins/Macgregor letter of October 10,

1989, as confirmed in the Allen/Cooter telephone conversation of October 20, 1989, raises a serious complicating factor. Red Wing Resorts Ltd. needs to be assured of its tenure but the Governor in Council is apparently unable to set the fill area aside as a Reserve unless it is unencumbered. The arrangement negotiated directly between the Ministry of Crown Lands and the solicitors for Red Wing Resorts Ltd., in my view, will not work because it will not be possible for Canada to give this Company "a written commitment to lease the Land". This is because, in my understanding, Band land that is to be leased will require a designation vote and Canada will be unable to guarantee the outcome of that vote. In summary, the requirements of the Indian Act would appear to preclude the Department of Indian Affairs and my client, the Band Council, from giving Red Wing Resorts Ltd. the assurances that it understandably seeks.

Given the complexity of this situation and the number of parties involved, it is my respectful suggestion that we convene a meeting this week if possible with all of us present to see if we cannot work out a solution to this. We have come so far already that it would be most regrettable if things were to collapse at this stage when a final emergency gathering might be fruitful. If you concur with this, please call my secretary and this office will make all the arrangements for such a meeting.

Yours sincerely,

SNARCH & ALLEN

Per:

W. Graham Allen
WGA/hif

cc: Penticton Indian Band
Attention: Chief Archie Jack
Councillor Stewart Phillip

23981ltr1/2500G/hif

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800

Our File: 3404417
Your File: WA-7461

October 23, 1989

Pendian Investments Inc.
c/o Kinsman & Co.
Box 40
Penticton, B.C.
V2A 6J9

Attention: Mr. Richard P. Thompson

Dear Mr. Thompson:

Reference is made to the Ministry's letter of offer of October 20, 1989 concerning the application by Pendian Investments Inc. to lease an area of filled foreshore for residential subdivision purposes.

In the letter, one of the conditions precedent was that a boundary plan of the land would be completed within six (6) months. That condition should have also continued to say that within sixty (60) days we require a letter from a surveyor stating that he has been hired to complete the boundary plan. Once that letter has been received, we will be able to request that the Surveyor General send the necessary instructions to the surveyor to complete the survey.

Yours truly,

E. Scherly,
Assistant Senior Examiner

ES/dkw

TRANSMISSION REPORT (OCT.26,'69 09:51) ;LANDS.KAMLOOPS

DATE	START TIME	REMOTE TERMINAL IDENTIFICATION	MODE	TIME	TOTAL PAGES	RESULTS
OCT.26	09:46	LAND POLICY VICTORIA	G3ST	03'56"	007	OK

Kinsman & Company

BARRISTERS-AT-LAW SOLICITORS NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J8
TELECOPIER (604) 492-5526

REPLY ATTN:

OUR FILE: 11A-7441

YOUR FILE: Subdivision

P. S. Mott
M. J. R. Ross
M. F. Smith*
R. W. Rutherford
R. F. Thompson
J. D. Thomas*
C. M. Ferguson-Davie
J. H. Pennington

*ALSO LICENSED FOR TRIAL WORK IN ALBERTA

SUITE 100
166 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-2624

TELECOPIER COVER SHEET

DATE: Oct 19/89

TO: Ministry of Environment
Attn: Ted Ewen, Skeena Conduct Area Planner

TELECOPIER PHONE NUMBER: 847-4209

FROM:

KINSMAN & COMPANY, Barristers and Solicitors

#100 - 166 Main Street, Penticton, B.C. V2A 5A4

TELECOPIER PHONE NUMBER: (604) 492 - 5525

COMMENTS: Enclosed Copy of Letter

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: 2

TRANSMITTING FROM A XEROX MODEL 7020 TELECOPIER

OPERATOR:

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL BACK AS SOON AS POSSIBLE. TELEPHONE NUMBER: (604) 492-2624

LH2/s/cc

THIS SUBLEASE made this 20th day of October, 1989.

In Pursuance to the "Land Transfer Form Act, Part 2".

BETWEEN:

Pendlan Investments Inc., a company duly incorporated under the laws of the Province of British Columbia and having a mailing address of R.R. #2, Site 80, Comp.19, Penticton, B.C., V2A 6J7;

(hereinafter called the "Sub-Landlord")

AND:

Red Wing Resorts Ltd., a company duly incorporated under the laws of the Province of British Columbia and having its Records and Registered Office at 100 - 186 Main Street, Penticton, British Columbia;

(hereinafter called the "Sub-Tenant")

WHEREAS:

A. By a Lease dated for reference the 20th day of October, 1989 (hereinafter called the "Head-Lease"), Her Majesty The Queen In Right of The Province of British Columbia (hereinafter called the "Head-Landlord") leased to Pendlan Investments Inc. (hereinafter called the "Head-Tenant" or Sub-Landlord") the Premises therein described (hereinafter called the "Premises") for the term commencing the 20th day of October, 1989 and expiring on the 30th day of June, 2027;

B. The Sub-Tenant has requested the Sub-Landlord to sub-lease to it the Premises described on Schedule "A" hereto (hereinafter called the "Sub-Premises).

IN CONSIDERATION of the premises, covenants, warranties, representations and rent, the parties hereto agree as follows:

1. DEMISE - The Sub-Landlord leases to the Sub-Tenant the Sub-Premises.

2. TERM - Subject to the terms and conditions herein the Sub-Tenant shall have and hold the Sub-Premises for a term commencing October 20, 1989 and terminating on June 29, 2027.

3. RENT - Yielding and paying from the Sub-Tenant to the Sub-Landlord annual rent in the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS ($8,500.00) to be paid in advance, without set-off or deduction, annually on the 20th day of October, 1989 and on the 20th day of each and every year thereafter until 2026;

4. PAYMENT OF RENT - All payments of rent hereunder unless directed otherwise by the Head-Landlord shall be paid directly to the Head-Landlord;

5. COVENANTS OF THE SUB-TENANT - The Sub-Tenant covenants with the Sub-Landlord as follows:

(a) To pay Rent, as aforesaid;

(b) To use the Sub-Premises only for residential subdivision and community building;

(c) To perform and observe all of the covenants on the part of the Sub-Landlord under the provisions of the Head-Lease, other than the covenant to pay Rent thereunder and to keep the Sub-Landlord indemnified against all actions, suits, expenses, claims and demands in respect of such covenants.

6. INSURANCE - The Sub-Landlord has the option to place the amount of insurance required under the provisions of the Head-Lease, or to require the Sub-Tenant to place such insurance. If the Sub-Landlord elects to place such insurance, then the Sub-Tenant agrees to pay such cost. If the Sub-Landlord requires the Sub-Tenant to place any such policies, then the Sub-Tenant will provide copies of such policies to the Sub-Landlord, and will name the Sub-Landlord as an additional insured.

7. NOTICE - A notice, demand, request, consent or other instrument required or permitted to be given under this Sub-Lease, shall be in writing and shall be given and deemed to be received as provided herein. Notices shall be addressed:

(a) If to the Sub-Landlord, as follows:

Pondlan Investments Inc.
R.R. #3, Site 80, Comp. 19
PENTICTON, British Columbia
V2A 6J7

(b) If to the Sub-Tenant, as follows:

Red Wing Resorts Ltd.
100 - 186 Main Street
PENTICTON, British Columbia
V2A 5A4

8. The parties hereto agree as follows:

(a) That the terms and conditions of the Head-Lease shall apply to this Sub-Lease unless expressly modified herein;

(b) The Sub-Landlord shall not be responsible whatsoever for any breaches committed by the Head-Landlord in the Head-Lease;

(c) All terms and provisions of the Head-Lease shall apply equally to this Sub-Lease to the same extent as if they had been modified as the context of this Sub-Lease may require;

(d) That the Sub-Landlord shall not be obliged to perform any of the obligations of the Head-Landlord under the terms of the Head-Lease that are beyond the powers of the Sub-Landlord to do;

(e) If any terms are not expressly stated herein, such terms shall be governed by the Head-Lease which shall apply mutatis mutandis.

omit no choice

9. REGISTRATION - If the Sub-Lessee wishes to register this Sub-Lease it shall pay for all registration costs incurred in connection therewith.

10. SPECIAL PROVISOS -

10.01 The Rental for the term shall be:

(a) during the first five years of the term an annual rental of $8,500.00, payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date;

(b) during each successive five year period of the term thereafter (herein called a "Lease Period") an annual rental equivalent to the rental payable of the Sub-Landlord to the Head-Landlord payable in advance, beginning on the date of commencement of each Lease Period and thereafter on each successive anniversary of that date.

10.02 Subject to paragraph 10.01 (b) the Sub-Landlord may by notice in writing to the Sub-Lease not less than 15 days before the commencement of any Lease Period, increase the amount of annual rental specified in the notice shall constitue conclusive evidence of the annual rental payable during the Lease Period in respect of which the notice is given, provided however such increase of rent shall not exceed the percentage increase of rent for adjoining properties. "

" "

not acceptable

10.03 If the Sub-Landlord does not give notice to the Sub-Tenant under section 10.02 in respect of any Lease Period, the annual rental payable during that Lease Period shall be equal to the annual rental payable during the immediately preceding Lease Period, or in the case of the first Lease Period, the immediately preceding five years.

10.04 The Sub-Tenant shall at its sole cost and expense complete a boundary plan of the Premises (the "Plan") and which Plan is to be prepared by a British Columbia Land surveyor in compliance with the instructions of the Surveyor General of British Columbia.

10.05 In the event that any existing habitable improvement on the Premises is substantially destroyed or damaged, the Sub-Tenant shall not subsequent to such substantial destruction or damage, construct, erect or maintain any new or replacement habitable improvement on the Premises within 7.5 metre of the natural boundary of Okanagan Lake nor at an elevation where the underside of the wooden floor system or top of pad of any such improvement is less than 343.66 metres Geodetic Survey of Canada datum.

10.06 The Sub-Tenant agrees not to claim damages from the Sub-Landlord or hold the Sub-Landlord responsible for damages caused by flooding or erosion to the Premises or to any existing improvement on the Premises.

10.07 Notwithstanding any other term or provision of this Lease, the Sub-Tenant further covenants and agrees:

(a) that within 30 days of confirmation of the Legal survey plan of the Premises by the Surveyor General:

(i) he shall submit this Lease for registration at the Kamloops Land Title Office and provide the Sub-Landlord with a State Title Certificate of the Premises confirming registration of the lease as a charge against the Premises;

(b) in the event the administration, control and benefit of the Premises is transferred to Canada during the term of this Lease, the Sub-Tenant shall:

(i) upon receipt of a written request from Canada, and

(ii) upon written confirmation that the Premises has been granted Indian Reserve status; and

(iii) provided acceptable arrangements have been made with the Sub-Tenant to lease the Premises;

(sub-lease)

surrender the Lease;

(c) that within six (6) months of the Commencement Date, the Sub-Tenant shall have established the high water mark of the Premises to the satisfaction of Her Majesty the Queen in Right of the Province of British Columbia;

(d) that within three (3) months of the Commencement Date, the Sub-Tenant shall have submitted to Her Majesty in Right of the Province of British Columbia a further application for a License of occupation over those Crown lands fronting the Land where the Sub-Tenant's docks are situate.

10.08 The Plan when approved by Her Majesty in Right of the Province of British Columbia shall conclusively determine the boundaries of the Premises and any consequential changes necessary to the Legal Description Schedule as a result of the completion of the Plan shall be made and a new Legal Description Schedule substitued for the existing Legal Description Schedule, and the parties hereby agree to such substitution.

11. CONSENTS - Wherever consents are required to be obtained from the Head-Landlord in the Head-Lease, they shall be required to be obtained from the Sub-Landlord in the Sub-Lease in addition to the Head-Landlord in the Head-Lease.

12. SUB-SUB-LEASES - The Sub-Landlord acknowledges that the Sub-Tenant will from time to time enter into sub-sub-leases for portions of the Premises and the Sub-Landlord confirms no consents will be required from the Sub-Landlord for such sub-sub-leases provided the said sub-sub-leases are for residential purposes only and the terms thereof are for less than the term herein.

IN WITNESS WHEREOF the parties hereto have executed this Sub-Lease the day and year first above written.

THE CORPORATE SEAL of PENDIAN INVESTMENTS INC. was hereunto affixed in the presence of:

Authorized Signatory

Authorized Signatory

C/S

THE CORPORATE SEAL of RED WING RESORTS LTD. was hereunto affixed in the presence of:

Authorized Signatory

Authorized Signatory

C/S

CORPBB/g/lo

"Schedule A"

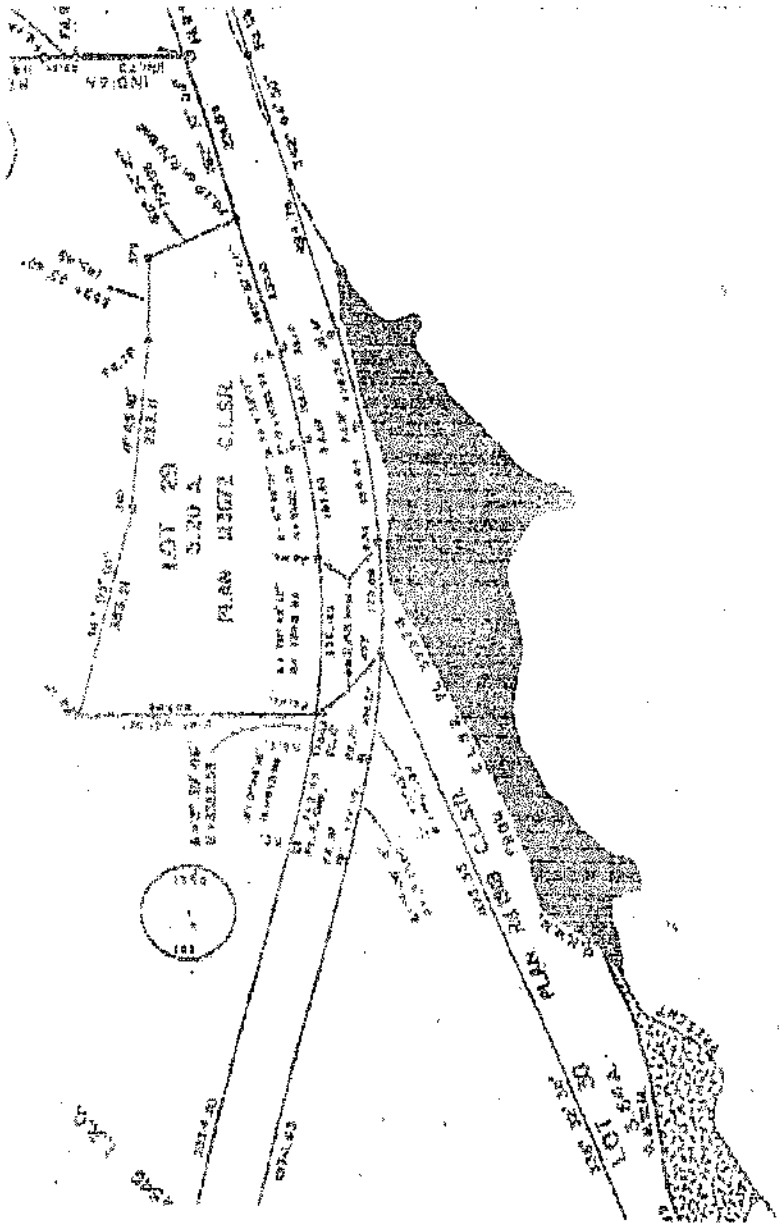
Province of British Columbia | Ministry of Crown Lands

Legal Description Schedule

Date No. | File No. 3404437

(a) Legal Description

All those foreshores or land covered by water being part of the bed of Okanagan Lake adjoining Indian Reserve Number 1 "Penticton", Osoyoos Division of Yale District, more particularly shown outlined in red on plan below and containing 1,380 hectares, more or less.



TRANSMISSION REPORT (OCT.19.'94 15:40) JLPADS.PRS:DOPS

DATE	START TIME	REMOTE TERMINAL IDENTIFICATION	MODE	TIME	TOTAL PAGES	RESULTS
OCT.19	15:39	5084825572	G.3ST	01'36"	010	OK

Facsimile Transmission Header

MINISTRY OF CROWN LANDS
478 St. Paul Street, Kamloops, B.C. V2C 2J6
Phone: 828-4800 Fax: 828-4809

Pages to Follow: 9 **Date:** October 19 **Time:** 3:45

FROM: Ernie Scherly , Assistant Senior Examiner

TO: Kinsman & Co,

Attn: Richard P, Thompson

(Fax: 492-5525 **Phone:** 492-2624 **)**

MESSAGE: Attached is the lease document for Pendian Investments Inc.

The original plus two copies have been sent by Loomis this afternoon.

We will also require a letter from a surveyor indicating his acceptance of the survey work that is required.

Province of British Columbia

Ministry of Crown Lands

ENDORSEMENTS

No.	FILE No. 3404417

LOT 29
5.20 A.
PLAN M3672 C.L.S.R.
LOT 30
3.64 A.
PLAN Rd 1918 FROM 1175.55 C.L.S.R.
M546 L.R.O.
INDIAN
PRESENT O.H.W.M.
O.H.W.M.
Fd.P.
Fd.IP
Fd.I"
494.74'
342° 44' 50"
231.64'
162° 37' 00"
235.15'
161.92'
170.32'
190.34'
173.08'
256.65'
197.18'
353.31'
14° 03' 10"
388.02'
270° 03' 00"
223.11'
4° 45' 40"
159.08'
66° 32' 30"
145.49'
353° 55' 40"
Δ = 8° 10' 21"
R = 1382.39
Δ = 10° 43' 12"
R = 1382.39
Δ = 2° 39' 46"
R = 1382.39
Δ = 5° 00' 18"
R = 1382.39
on R/W limit
1974.18'
1974.63'
336° 52' 30"
5967.6'

LEASE No.	FILE No. 3404417

1.1 THE RENTAL FOR THE TERM SHALL BE

(a) during the first five years of the term an annual rental of $8,500.00, payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date;

(b) during each successive five year period of the term thereafter (herein called a "Lease Period") an annual rental determined by the Lessor under this Schedule, payable in advance, beginning on the date of commencement of each Lease Period and thereafter on each successive anniversary of that date.

1.2 The Lessor may, by notice in writing to the Lessee not less than 15 days before the commencement of any Lease Period, increase the amount of annual rental payable during that Lease Period and the annual rental specified in the notice shall constitute conclusive evidence of the annual rental payable during the Lease Period in respect of which the notice is given.

1.3 If the Lessor does not give notice to the Lessee under section 1.2 in respect of any Lease Period, the annual rental payable during that Lease Period shall be equal to the annual rental payable during the immediately preceding Lease Period, or in the case of the first Lease Period, the immediately preceding five years.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X—Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI—Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII—Interpretation

(12.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative in the presence of:

478 St. Paul Street
Kamloops, B.C.

Authorized Representative

SIGNED, SEALED AND DELIVERED
[illegible]

[illegible]

The Common Seal of
PENDIAN INVESTMENTS INC.
was hereunto affixed in the presence of:

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

c/s

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to permit or suffer any willful or voluntary waste, spoil or destruction of the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and the Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $ 0.00, PROVIDED, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(j) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such losses, damages, costs and liabilities to the rent and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the *Builders Lien Act*, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l) (i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach materials on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V—Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior written consent of the Lessor.

Article VI—Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII—Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) title to and ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*;

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Act*, *Mining (Placer) Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act*, or *Water Act*, or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*;

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules referred to in this lease form an integral part of this lease.

Article VIII—Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX—Security

(9.01) The security in the sum of $ 0.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

LAND TITLE ACT
Form 17
(Sections 151, 152 (1), 220)
APPLICATION

Before submitting this application for registration of a leasehold interest, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a municipality, and improvement, water and irrigation districts.

NATURE OF INTEREST: CHARGE
NATURE OF CHARGE: LEASE

TRUE VALUE:

Herewith Fees of $ _____

Address of persons entitled to be registered as owner, if different than shown in instrument _____

Full name, address, telephone number of person presenting application _____

_____
(Signature of applicant,
solicitor or authorized agent)

Province of British Columbia
Ministry of Crown Lands

LEASE AQUATIC LANDS

THIS LEASE executed in triplicate and dated for reference the 20th day of October, 198 9.

LEASE No.

IN PURSUANCE OF THE LAND ACT (section 35) and the LAND TRANSFER FORM ACT.

FILE No. 3404417

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister Responsible for Crown Lands, Parliament Buildings, Victoria, British Columbia;
(hereinafter called the "Lessor") OF THE FIRST PART

and

PENDIAN INVESTMENTS INC. (Incorporation Number 0285937) having an address of delivery of Rural Route 2, Site 80, Compartment 19, Penticton, British Columbia
(hereinafter called the "Lessee") OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

NOW, THEREFORE, in consideration of the rental to be paid by, and the covenants of, the Lessee, the parties agree as follows:

Article I—Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for the purpose described in the schedule attached entitled the Special Proviso Schedule (hereinafter called the "Special Proviso Schedule").

Article II—Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of

37 years, 8 months, 12 days commencing on the

20th day of October, 1989

(hereinafter called the "Commencement Date").

Article III—Rent

(3.01) YIELDING AND PAYING THEREFORE for the term the rent as prescribed in the Rental Schedule attached.

Article IV—Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

5. TIME:

Time is of the essence in this agreement.

6. NON ASSIGNABLE:

This commitment is not assignable or transferable.

7. CONDITIONS PRECEDENT:

7.1 Statement of Rental:

Please submit to this office the fees outlined below.

Rental	$ 8,500.00
Security	$ 0.00
Documentation Fee	$ 150.00
Occupational Rental	$ 0.00
Other	$ 0.00
TOTAL	$ 8,650.00

Where applicable the occupation rental payable in respect of your occupation of the Land from n/a to the date of the commencement of the Lease is charged at $ 0.00 per day.

7.2 Other Preconditions:

☐ Please submit, to this office, evidence of insurance in effect in the amount of $ 0.00

You will ensure that a boundary plan of the Land will have been prepared by the British Columbia Land Surveyor retained by you in compliance with the instructions of the Surveyor General of British Columbia within six months of the issuance of survey instructions.

Please note that the Legal Description Schedule in the lease will be replaced with a revised schedule upon confirmation of the survey plan.

8. EXECUTION OF DOCUMENTS:

Please sign all copies of the documents in the space provided for signature(s). All signatures must be duly witnessed.

9. TIME FOR ACCEPTANCE:

Failure to complete the documents within 60 days of the date of this letter will automatically void our obligation to dispose of the Land to you.

Please return to this office, within the time limited above, all copies of the executed documents together with a certified cheque or money order representing the fees, and evidence of having met the other preconditions, outlined above.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

for Regional Director

Senior Land Officer

ES/wj

Province of
British Columbia

Ministry of
Crown Lands

Kamloops, B.C.
V2C 2J6
828-4800

OUR FILE 3404417

YOUR FILE WA-7461

Reply attention of: E. Scherly,
Assistant Senior Examiner

October 20, 1989

Pendian Investments Inc.
c/o Kinsman & Company
Box 40
Penticton, B.C.
V2A 6J9

Attention: Richard P. Thompson

Dear Mr. Thompson:

Re: Application for a lease of the land described as all that foreshore or land covered by water being part of the bed of Okanagan Lake adjoining Indian Reserve Number 1 "Penticton", Osoyoos Division of Yale District, and containing 1.550 hectares, more or less

(hereinafter called the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the *Land Act* on the terms and conditions set forth below.

1. FORM OF DISPOSITION AND TENURE:

The disposition of the Land to you will be by way of the lease attached hereto (herein referred to as the Lease) on the terms and conditions set forth therein.

2. NO WARRANTY:

Neither this commitment nor the granting of the Lease to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use, that it can be built on, that it is not susceptible to flooding or erosion or that there is access to it.

3. APPLICANT'S REPRESENTATION:

In signing and accepting the Lease attached hereto you represent and acknowledge to us that at the time of signing

(a) (i) you are a Canadian citizen and are of the full age of 19 years;
(ii) where the applicant is a corporation or society it is duly organized or continued under the laws of British Columbia having Incorporation No. 0285937 ;

(b) statements contained in your application for the disposition are true;

(c) you have attended to inspect the Land and are fully aware of its condition;

(d) you have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

4. NON MERGER:

The provisions of this agreement shall survive the execution and delivery of the Lease provided that in the event of any contradiction between such provisions in the terms and conditions of the Lease, the latter shall prevail.

From: MSIMPSON--LPH01 Date and time 10/20/89 09:38:34
To: ESCHERLY--LPH01 ERNIE SCHERLY

SUBJECT: Penticton Lease
Further to your conversations with Bill, the provisos may be changed as follows:

(b) ..... and

(iii) a written commitment to lease the Land is in place between Canada and the Sublessee,

surrender.....

and in (d)

(d)..... the Lessee or the Sublessee on behalf of the Lessee shall....

The burden of these changes will fall on the Band so I would be interested to hear what Mr. Allan has to say about the lease document.

Also I would just like to flag that (iii) is probably worthless and "on behalf" in (d) is subject to interpretation, i.e. a trust or agency agreement? so although accommodating your request, it is with reluctance and my personal opinion is that should these provisions fail, it will become a political issue.

As far as the rental schedule, the decision is not to change our rental structure to tie our rent into the Federal rent scale. Administratively, it would be very difficult, as first of all we would have to tie our 5 year review periods together so the rent would be for 3 years and then subject to review every 5 years to be in line with the existing upland lease and then communication would have to be established so we can ensure we are in line with the Feds. Notice provisions are very different under our lease and the Federal lease and finally the federal lease provides for arbitration of the rental which may impact upon our rent if tied to the federal rate.

As well transfer of admin and control to the Feds of this land should not take 5 years so if we issue today with a five year locked in period, by the time review comes up, the lease should be transferred to the Feds and probably surrendered.

Trust of some help. Good luck.

cc: MSIMPSON--LPH01 MARLYN SIMPSON WCFRY --LPH01 BILL FRY

Regards,
Marlyn Simpson
Land Policy

394

AGAN RIVER

"PENTICTON"

IR 1

0234595

Indian and Northern Affairs Canada
Affaires indiennes et du Nord Canada

September 25, 1989

Your file Votre référence

Our file Notre référence

E5673-07397 (RT28)

Regional Land Manager
Thompson-Okanagan Region
Ministry of Forests and Lands
348 Tranquille Road
Kamloops, B.C.
V2B 3G6

Re: Application for Crown Land - Fill Area
in Okanagan Lake fronting Penticton
Indian Reserve No. 1

Dear Sirs:

Further to your letter to us dated December 17, 1987, regarding the above, enclosed please find two completed application forms. Please note that on the forms we have made our application subject to approval by our Deputy Minister.

Since your letter, a good deal of negotiation over issues surrounding the transfer of the fill area has taken place. You may wish to contact Mr. William Fry, Co-ordinator, Indian Land Matters, (604-387-1816) of the Ministry of Crown Lands, for further details.

We request that pending the final resolution of this matter between the two levels of government, you waive any application fees.

Yours truly,

A.J. Gross
Director
Lands, Revenues & Trusts
B.C. Region
P.O. Box 1000
800 Burrard Street
Vancouver, B.C.
V6Z 2J3

encl.

Canada

c.c.: - Ms. Susan Sparrow,
Central District

- Mr. Graham Allen,
Snarch and Allen,
Barristers and Solicitors

Kinsman & Company BARRISTERS-AT-LAW SOLICITORS NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J9
TELECOPIER (604) 492-5925

P. S. Mott
M. J. R. Ross
M. F. Smith*
R. W. Rutherford
R. P. Thompson
J. D. Thomas*
C. M. Ferguson-Davie
C. L. Albas
*ALSO LICENSED FOR TRIAL WORK IN ALBERTA

SUITE 100
186 MAIN STREET
PENTICTON, B.C.
TELEPHONE (604) 492-3826

REPLY ATTN Richard P. Thompson

OUR FILE WA-7461

YOUR FILE 0234595

October 4, 1989

VIA TELECOPIER - 387-1668

Ministry of State for Thompson-Okanagan
and Kootenay,
Responsible for Crown Lands
Parliament Buildings
VICTORIA, B.C.
V8V 1X4

ATTENTION: W.C. Fry, Senior Program Administrator and Coordinator, Indian Land Matters Program Services Section

Gentlemen:

Re: Penticton Indian Band, Redwing Resorts Ltd, Province of British Columbia, Ministry of Indian and Northern Affairs Canada - Fill and O.H.W.N. as shown on C.L.S.R. Plan 35972 surveyed by M.H. Collins

We acknowledge, with thanks, your letter dated September 26, 1989 with enclosures.

Our client is in general agreement with the points as set out in your letter, save and except for the issue relating to the yearly rent. As we indicated in a telephone conversation between the writer and your Mr. Fry on Monday, October 2, 1989 it was our client's understanding that the rent would be determined upon the total acreage leased by our client adjoining the fill property namely 98 acres. As a result it was our client's expectation that the amount of the annual rent would be considerably lower than indicated in your letter. In addition to this misunderstanding our client has difficulty with the amount of the rent suggested because of the following:

1. Client will be leasing only 2.3 acres but is obliged to pay for 3.3 acres;

2. The parcel has no access;

3. Approximate value of the property would not, in our client's estimation exceed the sum of $15,000.00.

4. The Department of Highways purchased adjoining 4.31 acres for the amount of $37,500.00;

5. Our client spent well in excess of $100,000.00 to put fill on the property in effect creating the lot.

Notwithstanding the aforesaid and the misunderstanding as to the calculation regarding the adjoining properties in calculating the rent, our client wishes to be reasonable and more importantly wishes this matter to be expedited. Therefore they are prepared to pay the sum of $8,000.00 as an annual rental, however, this offer is without prejudice as to what they consider the fair market value rent to be. As indicated our client is of the opinion that the rent should be far less but due to the pressures of time our client does not have the luxury to enter into protracted negotiations.

We are hopefull that you will accept our client's reasonable offer and we look forward to early completion.

Yours faithfully,

KINSMAN & COMPANY

Per:

Richard P. Thompson

RPT15/v/jo

cc: Red Wing Resorts Ltd.
Attention: D.E. Kempe
cc: Search & Allen
Attention: W. Graham Allan

FILE MEMO

Re rental calculation - Lease to Penticton Band Corp.

1. Rental for the 3.80 acres of fill is based on the rental for waterfront lots 30-1 and 30-2 in the lease from Canada to Redwing Resorts Ltd. which is $7560.00 per annum. Lot 30-1 contains .611 ha (1.50 acres) and Lot 30-2 contains 970 m2 (.32 acres) for a total of 1.73 acres. $7560.00 divided by 1.73 = $4369.94 per acre.

2. Rental for 3.88 acres at $4370.00 per acre is $16955.60 (round to $16956.00).

WCF
89-09-19

3407417?

FILE NO. 0234595?

DATE 89-09-29

TIME 11:30 I

TELEPHONE/OFFICE INQUIRY

CALLING PARTY Bill Fry — PHONE NO. _____

LAND POLICY

SUBJECT RED WING RESORT

Bill Fry apparently and John Thompson an executive approved on Tuesday, Sept. 26/89 outlining terms of a lease to be issued to the Penticton Indian Band Corporation for the hill. This is to be an interim measure (first lease to be for the same term as the Red Wing lease of the upland) pending completion of the hill by Canada for the Indian Band.

Rent is almost $17,000 per year, based on the per acre rate that Red Wing is paying for the upland lease.

Mr. Richard Thompson a solicitor will be in Kamloops next week to fil an application. Bill Fry said the unit is based on a total of 3.88 acres. He would like someone in our office to confirm the acreage by telephone, if we have a copy of the map.

SIGNED Ry.

2404417

Province of
British Columbia

OFFICE OF THE
ASSOCIATE DEPUTY MINISTER

Ministry of State for
Thompson-Okanagan
and Kootenay,
Responsible for Crown Lands

Parliament Buildings
Victoria
British Columbia
V8V 1X4

RECEIVED
ON
SEP 29 1989

File: 0234595
Your File: WA-7461

89-09-26

Kinsman & Company
Barristers & Solicitors
Box 40
Penticton, B.C.
V2A 6J9

Attention: Mr. Richard P. Thompson

Dear Sirs:

Reference is made to your letter of August 31, 1989 enclosing a draft letter of undertaking with regard to an area of fill fronting on Penticton Indian Reserve No. 1 which is adjacent to an existing lease from Her Majesty the Queen, in right of Canada to your client, Redwing Resorts Ltd.

The Ministry is not prepared to execute a letter of understanding in the form and subject to the conditions contained in the draft you have provided, however, on the understanding that your client will execute the Release of Claims to the Ministry of Transportation and Highways upon acceptance of the terms of this letter the Ministry undertakes to do the following:

1. To issue a lease in favour of a Penticton Indian Band Corporation or trustees appointed by the Band over the area outlined in red on the attached print, containing 3.88 acres more or less, subject to the area being surveyed at the expense of the Lessee under instructions of the Surveyor General of British Columbia within 6 months from the date of the lease. The lease will be for residential subdivision purposes.

2. To issue the lease for a term expiring June 30, 2027 at a rental of $16,956.00 per annum for the first five years of the term subject to review for each successive five year term of the lease. The rental is based on the dollar per acre rate your client is now paying Canada for the upland lease.

.....2/

3. To include the following special provisos in the proposed lease agreement:

(a) The lease is to be registered in the Kamloops Land Title Office, within 30 days of confirmation of acceptance of the legal survey of the area by the Surveyor General.

(b) The area is to be sublet to Redwing Resorts Ltd. within a period of 30 days from confirmation of acceptance of survey of the lands. The sublease is to be for the term of the lease less one day, be in a form acceptable to the Ministry and be consistent with the general terms and conditions of the existing lease of the adjoining property made between Canada and Redwing Resorts Ltd.

(c) In the event the administration, control and benefit of the leasehold is transferred to Her Majesty the Queen in Right of Canada, in trust for the Penticton Band of Indians, during the term of this lease the Lessee agrees to surrender the lease to Canada at the request of the Minister of Indian and Northern Affairs Canada, upon the area being given Indian reserve status and provided acceptable arrangements have been made with Redwing Resorts Ltd. to lease the lands from Canada.

(d) That the high water mark of the fill area will be stabilized to the satisfaction of the Regional Director, Thompson Okanagan Region, Ministry of Crown Lands.

(e) That an application will be made to the Lessor to obtain a licence of occupation tenure for the docks fronting the fill area.

Upon confirmation from the Penticton Indian Band or it's solicitor that it is prepared to proceed on the terms outlined above and confirmation that your client has signed the Release of Claims in favour of the Ministry of Transportation and Highways our Thompson-Okanagan Regional office at Kamloops will be notified to proceed with drafting the lease. In accordance with standard policy the regional director may require proof of liability insurance and a performance guarantee in the form of a bond.

.....3/

In the meantime it will be necessary for the Penticton Indian Band nominee for the purpose of holding the lease to submit a formal application to lease to Mr. John Thompson, Regional Director, Ministry of Crown Lands, 478 St. Paul Street, Kamloops, B.C. V2C 2J6 together with the application fee of $50.00.

Yours sincerely,

E. R. Macgregor
Associate Deputy Minister

cc: Mr. Graham Allan, Barrister & Solicitor

Ms. Susan Sparrow, Indian & Northern Affairs

Mr. Chris Cooter, Indian & Northern Affairs

Mr. John Thompson, Regional Director
Thompson Okanagan Region

PENTICTON I. R. No. 1

LOT 131

LOT 130

INDIAN RESERVE

BOUND 433.

90° 0

Fd. IP

Fd. IP

Fd. IP

Fd. IP

Fd. P. Con.

Fd. IP on R/W limit

162° 37' 00"

201.64

342° 44' 50"

Fd. IP on R/W limit

494.74

Fd. IP

170.52

Fd. IP

161.92

Fd. IP

Fd. IP

190.44

456

173.08

457

Fd. IP

188.57

Fd. IP

171.10

Fd. IP

64.24

Fd. P. Con.

162.45

P.C.

P.C.C.

Fd. IP

Fd. IP

Fd. IP

Fd. IP

Province of British Columbia

Ministry of Crown Lands

MEMORANDUM

036003/ ~ 3404417

To: Reg Bose
Manager, Land Administration
Thompson-Okanagan Region

Ron R

Neil nm

file 3404417

From: Land Policy

Date: 89-06-20

Our File: 0234595

Your File:

Re: Fill Fronting Penticton Indian Reserve No.1

As promised, here is a copy of my notes on the meeting of June 13, 1989 with Indian Affairs and other involved parties relative to the Redwing Development situation.

Also attached is a copy of the sketch map done by the Surveyor General Branch showing the division of accretion and fill.

W. C. Fry
Coordinator
Indian Land Matters

Attachments

WCF:ld

RECEIVED
ON JUN 20 1989
MINISTRY OF CROWN LANDS

RS

RECORD OF MEETING

Date: June 13, 1989
Time: 1:30 pm
Place: Office of Indian Affairs Canada, 800 Burrard St. Vancouver
Present: Ross Dalpre, Ministry of Transportation and Highways, Kamloops
Stuart Philip, Penticton Indian Band
Graham Allen, Solicitor for Penticton Band
W. Fry, Ministry of Crown Lands
Sally Saunders, Indian Affairs Canada
Peter Keltie, Indian Affairs Canada
Susan Sparrow, Indian Afairs Canada
Dave Nielsen, Surveys Canada, EMR

Subject: Fill area occupied by Redwing Development in Okanagan Lake fronting Penticton IR No. 1

1. W. Fry displayed the sketch map produced by SG office showing division of accretion and fill. All paries agreed to division.

2. Ross Dalpre said he understood Band has agreed to lease the fill area to Redwing when becomes IR. Sally Saunders agreed with this and said she had a BCR to this effect from the Band.

3.Ross Dalpre said Highways wants some small areas of road deleted from any transfer of the fill to Canada. Small piece of IASR Plan 1918 and another small piece along shoreline. Lands Region to confirm deletion of road areas before approving sale of fill. Some disagreement between Dalpre and Nielsen re the shoreline boundary of the IR at the east end. Nielsen to check plans.

4. Nielsen said fill is 3.88 acres, more or less.

5. Nielsen concerned about opinion of Pat Ringwood that purchase of fill severs right to future accretion. Said I would check with AG.

6. W. Fry explained timing and procedure for application. Advised independent appraisal will most likely be done for purchase price.

7. Some concern from DINA re Redwing holding tenure over the fill pending sale of area and IR status. Band also has these concerns. W> Fry advised L of O or possibly a lease on month to month basis could be made available. Graham Allen and Stuart Phillip asked for a caucus at this time to discuss temporary tenure over fill.

8. After the caucus G. Allen advised the Band would prefer to see the L of O or licence in the name of a Band corporation.

9. Redwing's solicitor is Richard Thompson of Kinsmen & Co.

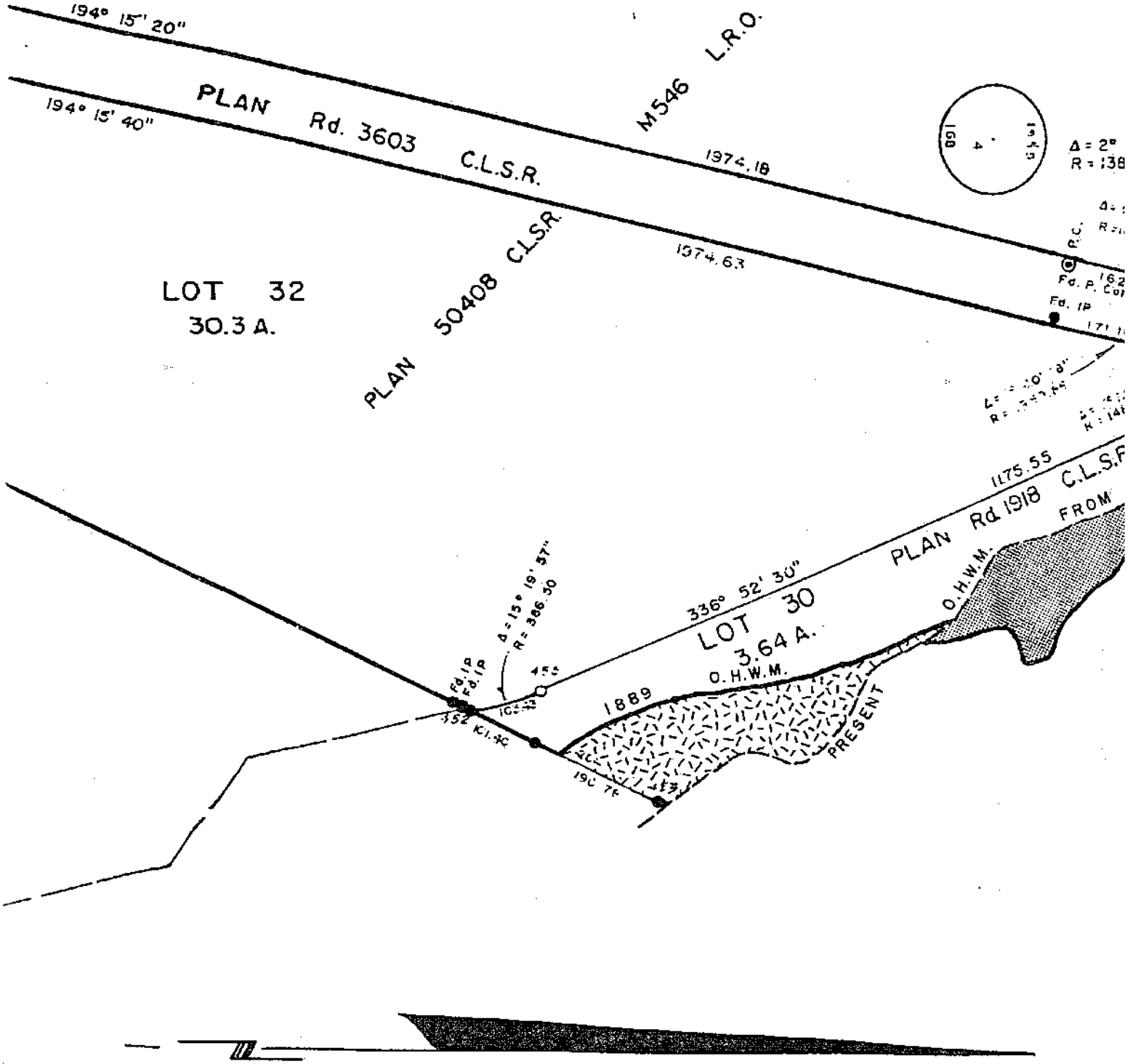
10. Sally Saunders asked for a letter from Lands confirming prepared to sell fill to Canada for IR purposes. DINA to submit an application to purchase. cc to Dalpre and Allen who will advise Redwing progress being made.

11. The Band will advise DINA after their next meeting on June 26 re decision on who should hold temporary tenure of fill - Redwing or the Band.

12. D. Nielsen said would like to start survey of fill prior to formal approval of application. W. Fry said no problem if OK with BC Surveyor General.

WCF

PENTICTON


194° 15' 20"
194° 15' 40"
PLAN Rd. 3603 C.L.S.R.
M546 L.R.O.
1374.18
1374.63
LOT 32
30.3 A.
PLAN 50408 C.L.S.R.
Δ = 2°
R = 138
Fd. P.
Fd. IP
1175.55
PLAN Rd 1918 C.L.S.F
FROM
O.H.W.M.
336° 52' 30"
LOT 30
3.64 A.
O.H.W.M.
1889
PRESENT
Δ = 13° 19' 57"
R = 386.30
Fd. IP
Fd. IP
190° 7'

PENTICTON I. R. No. 1

PLAN M546 L.R.O.

194° 15' 20"
194° 15' 40"
1974.18
1974.63

PLAN Rd. 3603 C.L.S.R.

PLAN 50408 C.L.S.R.

LOT 32
30.3 A.

Δ = 2° 39' 46"
R = 1382.39
Δ = 5° 00' 16"
R = 1853.86
P.C.C.
Fd. P. Con.
162.45
Fd. IP
171.10
Fd. IP
188.57
Fd. IP
64.24
Fd. Wo.
258.65
on R/W limit
457
173.08
456
190.44
Fd. IP
170.52
Fd. IP
494.74
342° 44' 50"
Fd. Wo. on R/W limit

Fd. IP
270° 05' 00"
389.02
14° 03' 10"
353.31
380
4° 45' 40"
283.11
Fd. IP
353° 55' 40"
145.49
379
66° 34' 40"
159.08
Fd. IP on R/W limit
162° 37' 00"
231.64
Fd. P. Con.

LOT 29
5.20 A.
PLAN M3672 C.L.S.R.

Δ = 10° 43' 12"
R = 1382.39
Fd. Wo.
Δ = 6° 10' 21"
R = 1382.39
Fd. Wo.
Δ = 4° 59' 17"
R = 1859.86
P.C.C.
162° 37' 00"
235.15
Fd. IP
161.92
Fd. IP

INDIAN RESERVE BOUNDARY
433.26
90° 03' 55"
Fd. IP
151.73
Fd. IP
69.31

LOT 131
LOT 130

LOT 30
3.64 A.

336° 52' 30"
1175.55

PLAN Rd. 1918 C.L.S.R.

FROM C.L.S.R. PL. 59976

O.H.W.M.

Fd. IP
Fd. IP
Δ = 15° 19' 37"
R = 386.30
45.5
152 K.I.SC
1889 O.H.W.M.
PRESENT
190 7F

LEGEND

—FILL AREA
Lying between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS

—ACCRETION
Lying between the present O.H.W.M. and the 1889 O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS.

SCALE 1 INCH = 200 FEET

0360031 + 3404417

Province of
British Columbia

Ministry of
Crown Lands

Parliament Buildings
Victoria
British Columbia
V8V 1X4

Our File: 0234595

Your File: E5643-07397

89-06-19

Ms. Sally M. A. Saunders
Senior Conveyance Officer
Lands, Revenues and Trusts
Indian and Northern Affairs Canada
P. O. Box 1000
800 Burrard Street
Vancouver, B. C.
V6Z 2J3

RECEIVED BY
ON
JUN 22 1989
MINISTRY OF
CROWN LANDS

143

Dear Ms. Saunders:

Reference is made to the meeting of June 13, 1989, in your offices at which time the matter of the disposition of an area of fill in Okanagan Lake fronting Penticton Indian Reserve No. 1 was discussed by interested parties.

This will confirm that the Ministry, subject to approval of the Lt. Governor in Council, is prepared to sell that area of fill containing 1.4 ha, more or less, shown on the sketch plan displayed at the meeting, to Canada for the benefit of the Penticton Band of Indians. The procedure for applying and the terms and conditions of transfer were explained at the meeting.

I understand that you will be proceeding with the submission of an application to purchase the fill area at an early date. No action is required insofar as the area of accretion is concerned.

.../2

I was pleased that there was agreement amongst those at the meeting with regard to he boundaries designating the division between accretion and fill and that early action is being taken by Indian and Northern Affairs to obtain ownership of the parcel of fill.

Yours sincerely,

W. C. Fry
Coordinator
Indian Land Matters

cc: Mr. W. Graham Allen
Barrister and Solicitor
Snarch & Allen

Mr. Reg Bose, Manager
Land Administration
Thompson-Okanagan Region

Mr. Ross Dalpre
Ministry of Transportation
and Highways
Kamloops

Mr. Dave Neilsen
Regional Manager of Surveys
Ministry of Energy, Mines
and Petroleum Resources Canada

Mr. Pat Ringwood
Deputy Surveyor General
Surveyor General Branch

3404417

Province of
British Columbia

Ministry of
Crown Lands

Parliament Buildings
Victoria
British Columbia
V8V 1X4

Our File: 0234595

Your File: E5643-07397Redwing

89-06-06

Ms. Sally M.A. Saunders
Senior Conveyance Officer
Lands, Revenues and Trusts
Indian and Northern Affairs, Canada
P.O. Box 1000
800 Burrard Street
Vancouver, B.C. V6Z 2J3

Dear Ms. Saunders:

Reference is made to our recent telephone conversation and your letter of May 4, 1989 forwarding two copies of a report entitled "Study of Accretion Redwing Resorts, Penticton Indian Reserve No. 1".

Following a review of the report by our Surveyor General Branch and discussion with Mr. Pat Ringwood, Deputy Surveyor General it has been determined that this matter can best be resolved by Indian and Northern Affairs Canada applying to purchase the fill area shown shaded on the attached map, on behalf of the Band.

The area will be considered as an addition to Penticton Indian Reserve No. 1 upon completion of the purchase.

RECEIVED BY
ON JUN 08 1989
MINISTRY OF
CROWN LANDS

....2/

I look forward to discussing this matter with you at the meeting planned for June 13, 1989.

Yours sincerely,

W. C. Fry
Coordinator, Indian
Land Matters

Attachment

cc: Mr. Neil MacLennan, Land Officer
Thompson-Okanagan Region (File:3404417)

Mr. Pat Ringwood, Deputy Surveyor General
Surveyor General Branch

Mr. David Neilsen, Regional Manager of Surveys
EMR, Canada

PENTICTON I. R. No. 1

PLAN M546 L.R.O.

PLAN 50408 C.L.S.R.

PLAN Rd. 3603 C.L.S.R.

194° 15' 20"

194° 15' 40"

1974.18

1974.63

LOT 32
30.3 A.

LOT 29
5.20 A.
PLAN M3672 C.L.S.R.

LOT 30
3.64 A.

LOT 131

LOT 130

RESERVE BOUNDARY
433.26
90° 03' 55"

INDIAN
115.30
69.35
158.73

Fd.P

Fd.IP

Fd.P Con.

Fd.IP on R/W limit

Fd.Wo.

Fd.Wo. on R/W limit

Δ = 2° 39' 46"
R = 1382.39

Δ = 5° 00' 16"
R = 1859.86

P.C.C.

Δ = 10° 43' 12"
R = 1382.39

Δ = 8° 10' 21"
R = 1382.39

Δ = 4° 59' 17"
R = 1859.86

Δ = 15° 19' 57"
R = 386.30

14° 03' 10"
353 31

4° 45' 40"
293.11

353° 55' 40"
145.49

66° 34' 40"
159.08

162° 37' 00"
231.64

162° 37' 00"
235.15

270° 03' 00"
389.02

162.45
64.24
238.65
197.18
161.92
170.52
494.74

171.10
188.57
179.08
190.34

342° 44' 50"

336° 52' 30"

1175.55

PLAN Rd. 1918 C.L.S.R.

FROM C.L.S.R. PL. 59976

O.H.W.M.

1889 O.H.W.M.

PRESENT O.H.W.M.

LEGEND

— FILL AREA
Lying between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS

— ACCRETION
Lying between the present O.H.W.M. and the 1889 O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS.

SCALE 1 INCH = 200 FEET

340 4417

Province of
British Columbia

Ministry of
Environment

Suite 201
3547 Skaha Lake Road
Penticton
British Columbia
V2A 7K2
Telephone: (604) 493-8261

May 4, 1989

File: 77.0304

Ministry of Transportation
and Highways
523 Columbia St.
Kamloops, B.C.
V2C 2T9

COPY

Attention: Bert Lennartz

Dear Sir:

Re: Highway Widening - Penticton

As a result of an on-site meeting on May 3, 1989 involving Mike Makayev, Peter Desnieres and Don Dobson, the following comments are provided:

1. Mike Makayev will discuss the issue of drainage between the Okanagan River dyke and the fill being placed on the Penticton Indian Reserve, with Mr. Kampe. The Ministry of Environment is prepared to allow Mr. Kampe to fill the area of Crown Land on the west side of the dyke up to the elevation of the dyke. Mr. Kampe will, however, be responsible for re-establishing the property line upon completion of placing the fill. Further, at the site of the proposed Burnaby Ave. extension, a culvert is to be located to pass any accumulated groundwater through to the river. Placing of this culvert should be coordinated with the placing of the MOTH storm drain.

2. The outlet of the storm drain should be no lower than elevation 340.55 m in order that it will day light even at design flows in the river channel. As discussed onsite the outfall is to be adequately protected to the low water elevation. Backfilling of the excavation through the dyke is to be carefully compacted in lifts to re-establish the integrity of the structure.

   The site is to be left in as good or better condition than it was found.

3. The work easements at the Eckhardt Bridge are approved.

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ON
MAY 10 1989
MINISTRY OF
CROWN LANDS

4. All easements, crossings etc. are to be formally approved on our behalf by the Ministry of Crown Lands, Kamloops. You should contact Neil MacLennan at 828-4800.

5. Final drawings for the Burnaby Ave. storm drain are to be forwarded to this office.

D.A. Dobson, P.Eng.
Engineering Section Head
Water Management Program

DOBSON/pa

cc: P. Desnieres
Ministry of Transportation & Highways, Penticton

R. Dolpre
Ministry of Transportation & Highways, Kamloops

N. MacLennan
Ministry of Crown Lands, Kamloops

Penticton Idian Band

Province of British Columbia

Ministry of Environment

Suite 201
3547 Skaha Lake Road
Penticton
British Columbia
V2A 7K2
Telephone: (604) 493-8261

May 4, 1989

File: 55.560503

Red Wing Resorts Ltd.
716 Okanagan Ave.
Penticton, B.C.
V2A 3K7

COPY

Attention: Mr. D. Kampe

Dear Sir:

Re: Infilling on Crown Land adjacent to the Okanagan River Channel and Lot 134 RSBC Plan 558

I understand that Mike Makayev from the Ministry of Transportation and Highways has spoken with you about filling in the Crown Land up to the Okanagan River dyke adjacent to the Penticton Indian Reserve. The Ministry of Environment agrees to this work provided that you install drainage works that will drain off any accumulated groundwater to the river. Drains should be located at a least two locations, one near the Inland Gas line crossing and the other at the proposed Burnaby Ave. storm drain. It is recommended that a proper wet well be constructed at each site so that the drains will function effectively and also to provide for future maintenance. In order that the drain will function during design discharges in the river the outfall should be no lower than 340.70 m at the gas line or 340.55 m at the Burnaby Ave. site. Also, the bank at the outfall are to be adequately protected down to the low water level.

Upon completion of the placement of fill, the surveyed property line is to be re-established over the length of the disturbed area. A fence is to be constructed, either by your company on your side of the property line or it will be constructed by the Ministry on the Crown Land side of the property line.

Finally, a formal authorization from the Ministry of Crown Lands on our behalf is required. The contact in Kamloops in Neil MacLennan at 828-4800. (Note: authorization is not required at the Burnaby Ave. site if the MOTH storm drain is used).

Please advise me in advance of any construction.

D.A. Dobson, P.Eng.
Engineering Section Head
Water Management Program

DOBSON/pa

cc: W. Boult
N. MacLennan, Ministry of Crown Lands

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops, B.C.
V2C 2J6
Phone: (604) 828-4800

File: 3404417

December 6, 1988

Kinsman & Co.
Box 40
Penticton, B.C.
V2A 6J9

Attention: Preston S. Mott

Dear Sir:

Re: Redwing Resorts Ltd.

Further to your recent request, please find enclosed a standard Land Application Form appropriate for applying for a lease of Crown land.

One potential complication in this situation is the position advanced by the Federal Government that all or part of the filled area may be a lawful accretion (and part of the Indian Reserve). The Province has not accepted that position and believes the area to be filled foreshore under Provincial jurisdiction. Never the less, our right to issue a lease could be challenged by the Federal Government. This is one reason why we will require consent of the Department of Indian Affairs and the Indian Band.

The completed application can be returned to our office with the following:

1. The $50.00 application fee payable to the Minister of Finance and Corporation Relations;

2. A map showing the boundaries of the proposed lease;

3. A copy of Redwing's lease on the adjacent Indian Reserve property;

4. Letters from the Department of Indian Affairs and the Indian Band giving consent for issuance of a lease for a specific term and specific use.

. . ./2

You should also be aware that Provincial land under lease is subject to local government by-laws. Rezoning may be a requirement.

On a related matter, it may be logical for Redwing to apply for a tenure for the wharves on the foreshore of Okanagan Lake. We also require the same two consents for a tenure on the wharves and it is probably easier to deal with both issues at the same time.

For that purpose, I have enclosed a second land application form. Again we require a map showing the location, the $50.00 application fee and the two consents.

Please call the undersigned if you wish to discuss these matters.

Yours truly,

N. M.

Neil MacLennan,
Land Officer

NM:lk
encl.

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
348 Tranquille Road
Kamloops
British Columbia
V2B 3G6
Phone: (604) 554-3144

Our File: 3404417
Your File: E5643-07397
Redwing

November 18, 1988

Indian and Northern Affairs Canada
Suite 210 - 757 West Hastings Street
Vancouver, B.C.
V6C 3E3

Attention: Susan Sparrow,
Land Administration Officer

Dear Ms. Sparrow:

Thank you for your letter of November 4, 1988 concerning an area of land fronting Penticton Indian Reserve #1 on Okanagan Lake.

For filled land, application should be made to this office for a transfer of administration and control to the Federal Crown on behalf of the Indian Band. The enclosed form can be used to initiate the process. The application must be accompanied by a suitable plan showing the boundaries of the area in question.

Payment to the Province of the market value of the land would normally be a condition of transfer, although that will be dealt with at a later date.

I trust that this is the information you require. Please call if you need further information.

Yours truly,

N. M.

Neil MacLennan,
Land Officer

NM/wj

cc: W.C. Fry, Ministry of Crown Lands, Victoria

Enc.

Indian and Northern Affairs Canada | Affaires indiennes et du Nord Canada

November 4, 1988

Your file / Votre référence

Our file / Notre référence
E5643-07397-REDWING

Mr. Neil MacLennan
Ministry of Forests and Lands
348 Tranquille Road
Kamloops, B.C.
V2B 3G6

Dear Mr. MacLennan:

We understand that you are aware that there is an area of land on the shore of Okanagan Lake fronting Penticton Indian Reserve No. 1, which has either accreted or has been filled.

Our Department has requested that Energy, Mines and Resources Canada provide us with an opinion on the area of land involved that is beyond the original Reserve boundary.

We would appreciate it if you would advise us under what terms and conditions a transfer to the Federal Crown could be facilitated should it be found that part of the lands beyond the original boundary have been filled.

Thank you for your attention to this matter and should you require further information I may be contacted directly at 666-8299.

Yours truly,

Susan Sparrow

Susan Sparrow
Land Administration Officer
Central District
Suite 210 - 757 West Hastings St.
Vancouver, B.C.
V6C 3E3

c.c. W. C. Fry, Coordinator
Indian Land Matters
Ministry of Forests and Lands

MINISTRY OF
CROWN LANDS
NOV 10 1988
B.C. LANDS
KAMLOOPS

Canada

3404417

File: 0234595

88-08-31



Mr. A.J. Gross, Director
Lands, Revenues and Trusts
Indian and Northern Affairs Canada
Pacific Region
P.O. Box 1000, 800 Burrard Street
Vancouver, B.C. V6Z 2J3

Dear Mr. Gross:

As of this date, I have not received a reply to my letters of December 17, 1987 and February 19, 1988 with regard to an area of fill in Okanagan Lake fronting on Penticton Indian Reserve No. 1.

I would appreciate receiving the courtesy of a reply soon.

Yours sincerely,

W.C. Fry
Coordinator
Indian Land Matters

WCF/gw

cc: Mr. Neil MacLeman
Land Officer
Thompson-Okanagan Region
(Reg. File: 3404417)

3404417

Province of British Columbia

Ministry of Transportation and Highways

MEMORANDUM

To. Ministry of Forest and Lands
348 Tranquille Road
Kamloops, B.C.
V2B 3G9

MINISTRY OF FORESTS AND LANDS
B.C. LANDS
KAMLOOPS

Date: May 25, 1988
Branch/Dist: PROPERTY SERVICES
Address: 523 Columbia Street
Kamloops, B.C.
V2C 2T9
Phone: 828-4261
Hdqtrs. File:
Region File: PS 1280
District File:

ATTENTION: Mr. Neil MacLennon

RE: Penticton Indian Band

We recently completed negotiations with the Penticton Indian Band for the right of way required on the Highway #97 widening project referred to as: Eckhardt Bridge to the North Boundary of the Penticton Indian Reserve #1.

We are aware of the ongoing negotiations between your Ministry and the Department of Indian Affairs to transfer, to Indian Status, portions of Provincial Crown lands near the north boundary of this reserve.

We have attached a part-copy of our location plan and request that all portion(s) of Provincial Crown land within the proposed right-of-way be excluded from your negotiations with Indian Affairs.

Yours truly,

G.A. Ward, B.Comm, R.I.(BC),A.A.C.I.
Regional Property Agent

by: Ross Dalpre

Ross Dalpre, R.I.(BC), C.R.A.
Asst. Regional Property Agent

RD/ag
Attach.

Es 20.635

Ls 120

Θs 6° 52' 32"

PLAN M12088 C.L.S.R. 59976

LOT 29

OFFICE REVISION

PLAN Rd. 3603-1.A.S.R.

Mon. O/S 0.576

DITCHING

342° 51' 15"

T.H.-85-33°

REM. 0.0390 ha.

0.0020 ha.

END FENCE

BB

LINE

W

400

200

0.0720 ha.

+50

14

15

16

O.R.L T.S. 15+99.364

L-T.S. 16+11.040

LAKE

0.0400 ha.

0.0700 ha.

DITCHING

(CL&GR 0.0442 ha)

LOT 30-1

0.0128 ha.

0.0030 ha.

0.0017 ha.

762

M/H Park

Provincial Crown Land

UNDERGROUND TEL. CABLE APPROX. 0.3m EAST OF P.E.

L-P.I. 13+00.536

S.R. Rd. 1918

ST. PLAN No. 4-C-97-18

OKANAGAN

SCALE 0 1:1000 50m

DESIGNED J.H.C. DATE 87-06-09

CHECKED H.J.J.L. DATE

F			
E			
D			
C			
B			
A			

REVISIONS

PROVINCE OF BRITISH COLUMBIA

MINISTRY OF TRANSPORTATION AND HIGHWAYS

DESIGN AND SURVEYS BRANCH

PLAN

OKANAGAN HIGHWAY Nº 97

ECKHARDT BRIDGE TO NORTH BOUNDARY PENTICTON I.R.

STA. L-8+35 - STA. O.R.L-16+42

PREPARED UNDER THE DIRECTION OF

DATE 87-06-11

RECOMMENDED

DIRECTOR OF HIGHWAY DESIGN AND SURVEYS

DATE June 12/87

ACCEPTED FOR CONS

EXECUTIVE DIRECTOR ENGI

DATE 1987.06.15

INDEX	NEG. No.	FILE No.	PROJECT No.	REGION	DRAWING No
				2	R2-156-10

CANCEL PRINTS BEARING EARLIER DE396

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
348 Tranquille Road
Kamloops
British Columbia
V2B 3G6
Phone: (604) 554-3144

Your File: 55.560503

September 27, 1988

3404417

Water Management Branch
201 - 3547 Skaha Lake Road,
Penticton, B.C.
V2A 7K2

Attention: D.A. Dobson,
Engineering Section Head

Dear Sir:

Re: Redwing Developments Trespass Fencing on
Crown Flood Control Channel - Penticton

Further to your letter of September 15, 1988 and my September 26, 1988 telephone discussion with Bruce Wilson of your office I request that you proceed with the appropriate action to effect removal of the trespass fence.

Consistent with your management of other portions of the Okanagan flood control channel we feel it is appropriate for your office to deal directly with this trespass. The use of our staff as "middlemen" would likely not prove to be of any great advantage since, due to our location, we cannot react as quickly as your staff who are headquartered in Penticton.

I trust you will make formal written contact with Redwing Developments and provide them with a reasonable time period to remove the fencing as an alternative to removal by your staff.

Please advise this office if you require any further direction or assistance.

Yours truly,

Ron J. Creber
Senior Land Officer

RC:lk

Province of
British Columbia

Ministry of
Environment

Suite 201
3547 Skaha Lake Road
Penticton
British Columbia
V2A 7K2
Telephone: (604) 493-8261

September 15, 1988

File: 55.560503

Ministry of Crown Lands
348 Tranquille Road
Kamloops, B.C.
V2B 3G6

Attention: Mr. Ron Creber
Sr. Land Officer

Dear Sir:

Re: Redwing Developments Trespass of Crown R/W
Okanagan Lake - Penticton

I am forwarding you the legal plan you requested showing the Crown right-of-way along the Okanagan River Channel from the Highway 97 junction at the Penticton bridge and running north to the intercept with the Okanagan Lake foreshore.

The new steel fence recently erected by Redwing Developments is shown on the plan. This fence trespasses onto our access to the dam and approach channel making maintenance of this critical area impossible.

The property line was staked visibly by Richard Chapman and Associates on September 9, 1988, however, I have not discussed this survey with Redwing representatives. My last discussion with Redwing Developments personnel was on August 22, 1988 when I informed Mr. Darryl Lougheed of the fence trespass and the need for its removal.

We request your assistance in having this fence removed from Crown right-of-way within seven days of receipt of this letter. We are prepared to have this fence removed ourselves if Redwing Developments fail to respond to your request.

Your input in this matter is appreciated and hopefully your discussions with Redwing Developments will resolve the trespass. It is our intention to fence this right-of-way before winter, so the line is permanently established.

Thank you again for your assistance.

Yours truly,

D.A. Dobson, P.Eng.
Engineering Section Head
Water Management Program

DOBSON/bar

Attachment

MINISTRY OF
CROWN LANDS
SEP 16 1988
B.C. LANDS
KAMLOOPS

SHOWING SURVEY OF WESTERLY
ARY OF OKANAGAN FLOOD CONTROL RIGHT
, PLAN A1189 (B.C. 1160 C.L.S.R.), AND
VEMENTS THEREON.

1:500

20 15 10 0M 10 20 40 60

ALL DISTANCES ARE IN METRES

O.H.W.M DENOTES OLD HIGH WATER MARK

KANAGAN LAKE

B.C. 1160 C.L.S.R.) R/W

PRESENT NATURAL BOUNDARY

LAWN

Plan R.S.B.C. 763
Lot 30-2
O.H.W.M.
R.S.B.C. 763

Remdr. Lot 30-3
n 763

Edge

of Lown Gravel & Sand

97.8

18cm. Pipe (Sewer cleanout)

B.C. Tel. Manhole (83 cm diam.)

ANT'S NEST

Concrete Manhole (1.68x 1.82)

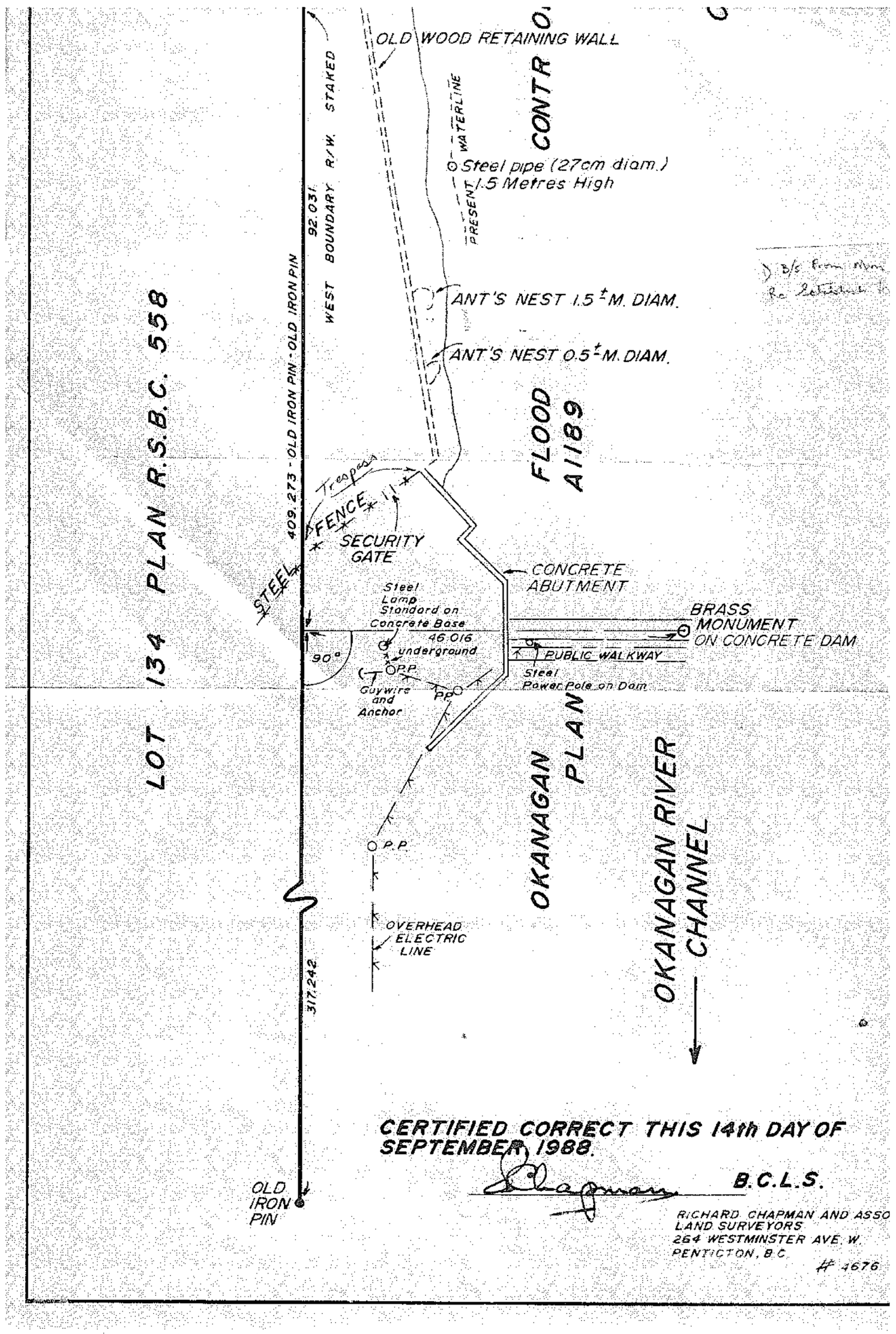
OLD IRON PIN

ailway

N

Lot 266

Lot 227



CERTIFIED CORRECT THIS 14th DAY OF SEPTEMBER, 1988.

B.C.L.S.

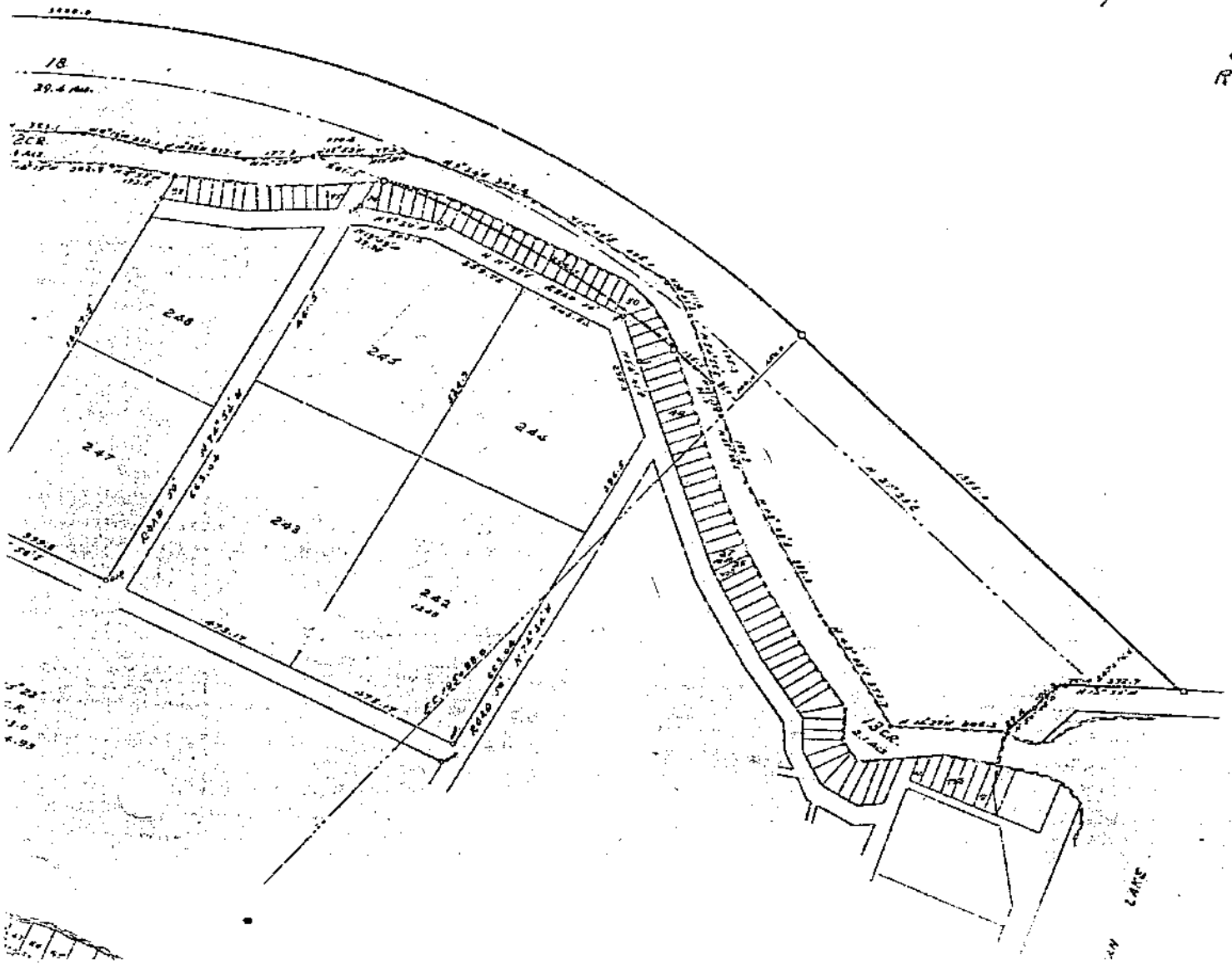
RICHARD CHAPMAN AND ASSO
LAND SURVEYORS
264 WESTMINSTER AVE. W.
PENTICTON, B.C.

4676

PLAN No. A1189

Deposited 12 Feb 51

C.S. [illegible]
Registrar



88.05.20

File note

3404417

This issue is stalled at the moment because the Federal Gov't is not prepared to ~~~~ acknowledge that the filled area is under Provincial jurisdiction. Therefore we cannot ~~proceed~~ proceed towards either a transfer to Canada or a lease to Red Wing. (Issuance of a lease would not be advisable when the ownership of the land is open to challenge). Any lease we issue could be found invalid if we are not the owner.

The Fed. Gov't has not yet been able to state their position; they have not responded to Bill Fry's letters asking that they apply to purchase the filled land. Until they state their position it is difficult for us to take issue with them on ownership of the land.

Spoke with Sally Saunder of Indian Affairs (666-0369) on May 20/88. The matter is in the hands of their surveyor, Dave Nielson (666-5320) who apparently will be meeting with Surveyor General staff about ownership of the fill. Until the surveyor concludes his work, Indian Affairs will not advise us of our position.

Neil








s.22
s.22


s.22



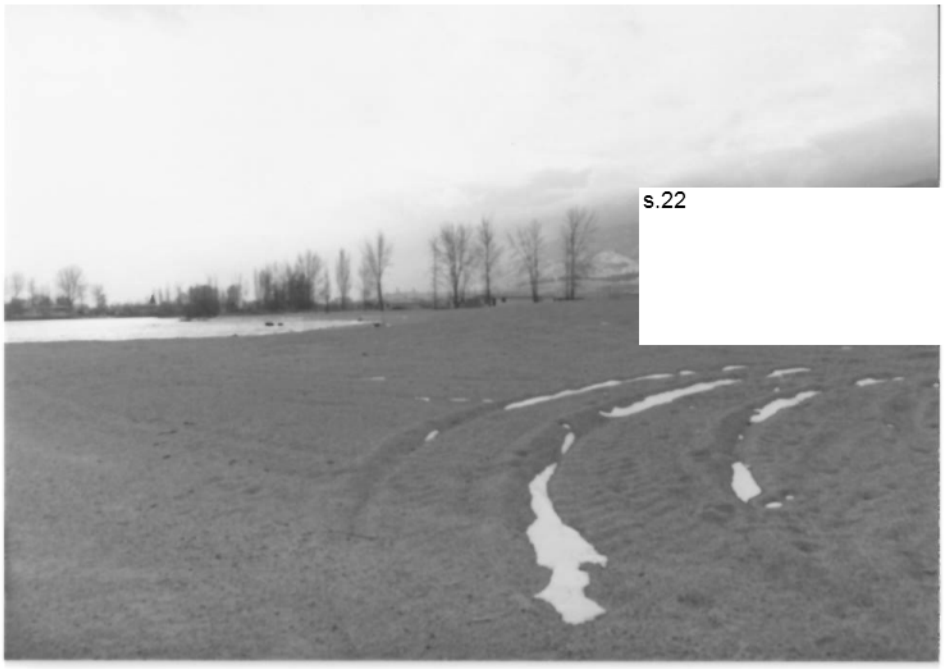


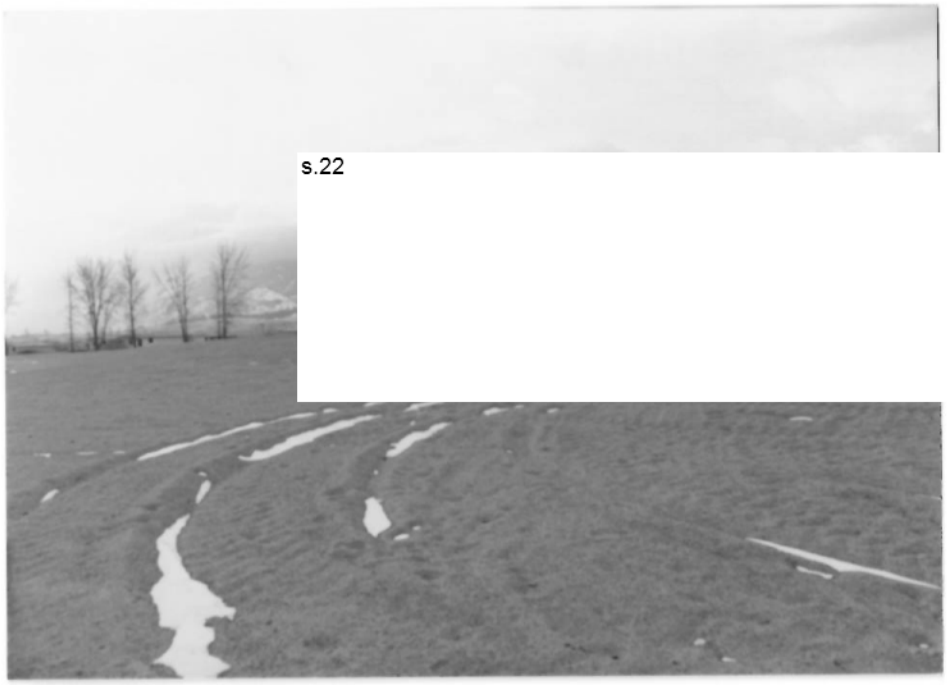
s.22



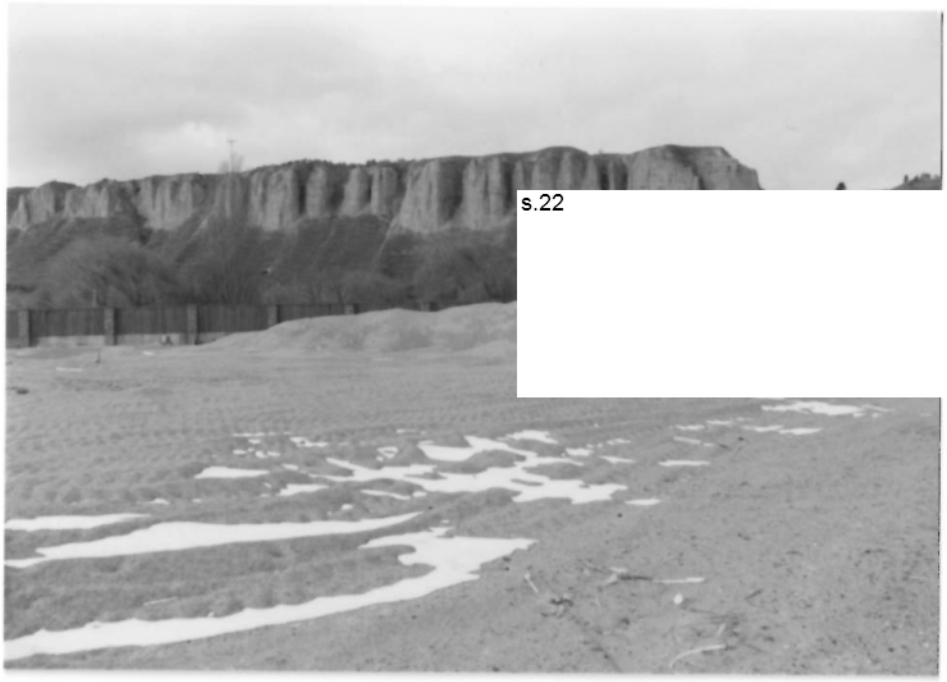
s.22




s.22


s.22


s.22



s.22



Call Kampe

492 - 2626

- no point in moving toward a lease until we know where we want to go.

- complex matter because of involvement of Indians and Fed. - Prov. relations.

- ~~P~~ problems with lease
  - rezoning
  - floodplain
  - access

- Indian Affairs needs approval from Ottawa

- possible loss of riparian rights

↗ works with Al Broughton

Sally Saunders
666-0369

Angela Conteyn
666-0874

Dave Nielson 666-5320
Reg. Federal Surveyor.

3404417

Province of
British Columbia

Ministry of
Forests and Lands
LANDS DIVISION

Land Policy Branch
Third Floor
4000 Seymour Place
Victoria
British Columbia
V8W 3E7
Phone: (604) 387-1800

OUR FILE 0234595

88-02-19

Mr. A. J. Gross
Director
Lands, Revenue & Trusts
Indian and Northern Affairs
Canada
Pacific Region
P.O. Box 1000
800 Burrard Street
Vancouver, B.C. V6Z 2J3

Dear Mr. Gross:

Reference is made to my letter of December 17, 1987 relative to an area of fill in Okanagan Lake fronting on Penticton Indian Reserve No. 1.

It is noted that, as of this date, I have not received a reply to my letter. Also, I understand the Regional Lands Manager, Thompson-Okanagan Region, has not yet received an application to purchase from the Band as recommended in the third paragraph of my previous letter.

Will you please advise when I might expect to receive a reply indicating your intention.

Yours sincerely,

W. C. Fry
Coordinator
Indian Land Matters

cc: Neil MacLennan
Land Officer
Thompson-Okanagan Region
(Regional File: 3404417)

MINISTRY OF FORESTS

R E D W I N G R E S O R T S L T D .

c/o 716 OKANAGAN AVE. E.

PENTICTON, B.C.

V2A 3K6

February 24, 1988

Ministry of Lands
348 Tranquille Rd.
Kamloops, B.C.
V2B 3G6

ATTENTION: Mr. Neal MacLennan

Dear Sir:

Enclosed is a copy of the Sublease between Red Wing Resorts Ltd. and Lakeshore Adult Community Centre Ltd. as per your request.

Also enclosed is a copy of the Head Lease between Her Majesty the Queen and Red Wing Resorts Ltd. as per your request

Yours truly,
RED WING RESORTS LTD.

Doug Stickney, CGA
Controller.

Enclosures

DS:sd

MINISTRY OF
FORESTS AND
B.C. LANDS
KAMLOOPS

SUBLEASE

This Sublease made as of the 1st day of July, 1987.

BETWEEN:

RED WING RESORTS LTD., a Company duly incorporated under the laws of the Province of British Columbia and having its registered office at 100-166 Main Street, Penticton, British Columbia, Incorporation No. 202,460;

(hereinafter called the "landlord")

OF THE FIRST PART

AND:

LAKESHORE ADULT COMMUNITY CENTRE LTD., a Company duly incorporated under the laws of the Province of British Columbia and having its registered office at 100 - 166 Main Street, Penticton British Columbia, Incorporation No. 252,771;

(hereinafter called the "tenant")

OF THE SECOND PART

WHEREAS:

A. By a lease (hereinafter called the "head lease") dated the 1st day of July, 1987, Her Majesty The Queen in Right of Canada (hereinafter called "Her Majesty") leased to the landlord the lands described in the head lease for a period ending the 30th day of June, 2027, and;

B. The landlord has agreed to grant a sublease to the premises hereinafter described (being a part of the premises included within the head lease) on the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of these presents and for valuable consideration the parties hereto covenant and agree as follows:

1. The landlord hereby subleases to the tenant the premises described as Lot on Schedule "A" hereto for a term commencing the date hereof

and continuing until the 29th day of June, 2027 at a rent of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION ($1.00), payment of which said rent the landlord hereby acknowledges.

2. The parties hereto agree to be bound by all of the provisions of the Rules and Regulations annexed hereto as Schedule "B" as if all of the provisions contained therein were included as clauses and covenants of this sublease.

3. The landlord covenants with the tenant for quiet enjoyment.

4. This sublease may not be assigned or subleased by the tenant without the consent in writing of the landlord, which said consent shall not be unreasonably be withheld, provided however that the consent of Her Majesty shall be a condition precedent to any assignment or sublease.

5. PROVISOS: Provisos for re-entry by the landlord on non-payment of rent, on non-payment of any charge imposed pursuant to Schedule "B" on non-performance of any covenant or provision of this sublease or of Schedule "B", or seizure or forfeiture of the said terms, or for any of the causes aforesaid.

6. AND IT IS HEREBY AGREED:

(i) Any excusing, condoning or overlooking by the landlord of any default, breach or non-observance by a tenant at any time of any covenant, proviso, condition or regulation in this sublease shall not operate as a waiver of the landlord's rights hereunder

in respect of any subsequent default, breach or non-observance of terms of this lease, and shall not defeat of affect in any way the landlord's rights in respect of any such subsequent default or breach;

(ii) Any notice given shall be in writing and shall be served by registered mail, postage prepaid and addressed to the parties hereto at their registered office or such other place as the parties subsequently notify each other in writing;

(iii) In addition to all other powers and rights described hereunder and including those described in Schedule "B", the landlord may:-

a) Make such additional rules and regulations as it may consider necessary or desirable from time to time in relation to the preservation, enjoyment, safety, orderliness and cleanliness of the premises and facilities therein or upon;

b) Do all things necessary for the enforcement of the said rules and regulations and for the control, management and administration of the premises and those parts thereof used in common by the tenants and each of them, and;

c) Appoint and employ such agents and employees as the landlord may consider necessary or advisable for the efficient administration of the common property and facilities used in and upon the premises or to service the premises;

(iv) The tenant covenants with the landlord that he will indemnify the landlord in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the landlord may become liable by reason of any breach or non-performance by the tenant of any covenant, agreement or proviso of this sublease, or by reason of any act of default by the tenant or any member of his family, household or guests. This indemnity shall, with such breach, non-performance, damage to property, personal injury or debt accruing during the term of this sublease, survive termination of this sublease.

7. Notwithstanding anything herein contained, this sublease shall be expressly subject and subordinate to the head lease and to the rights of Her Majesty thereunder and shall terminate upon the termination of the head lease.

8. It shall be a condition of the granting of this sublease that the Tenant shall agree in writing to comply with and be bound by all the applicable terms, covenants, conditions, provisos and agreements of the head lease; and that in event of conflict between the provisions of the head lease and this sublease the provisions of the head lease shall govern.

9. The Tenant acknowledges having read and understood the letter set forth in Schedule "C" hereto and has duly executed the said Schedule "C". It is further understood and agreed between the parties hereto that any tenant or assignee of this sublease shall acknowledge in writing have read and understood Schedule "C" hereto as one of the conditions of

approval by Her Majesty the Queen in Right of Canada to this sublease or any assignmnet or subletting thereof.

10. This sublease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns and where the tenant is two or more persons, the tenants covenants hereunder shall be joint and several and wherever the singular or masculine are used in this sublease, the same shall be deemed to include the plural, feminine or body corporate.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

THE CORPORATE SEAL of RED WIND RESORTS LTD. was hereunto affixed in the presence of:

_____
Authorized Signatory

_____
Authorized Signatory

C/S

THE CORPORATE SEAL of LAKESHORE ADULT COMMUNITY CENTRE LTD. was hereunto affixed in the presence of:

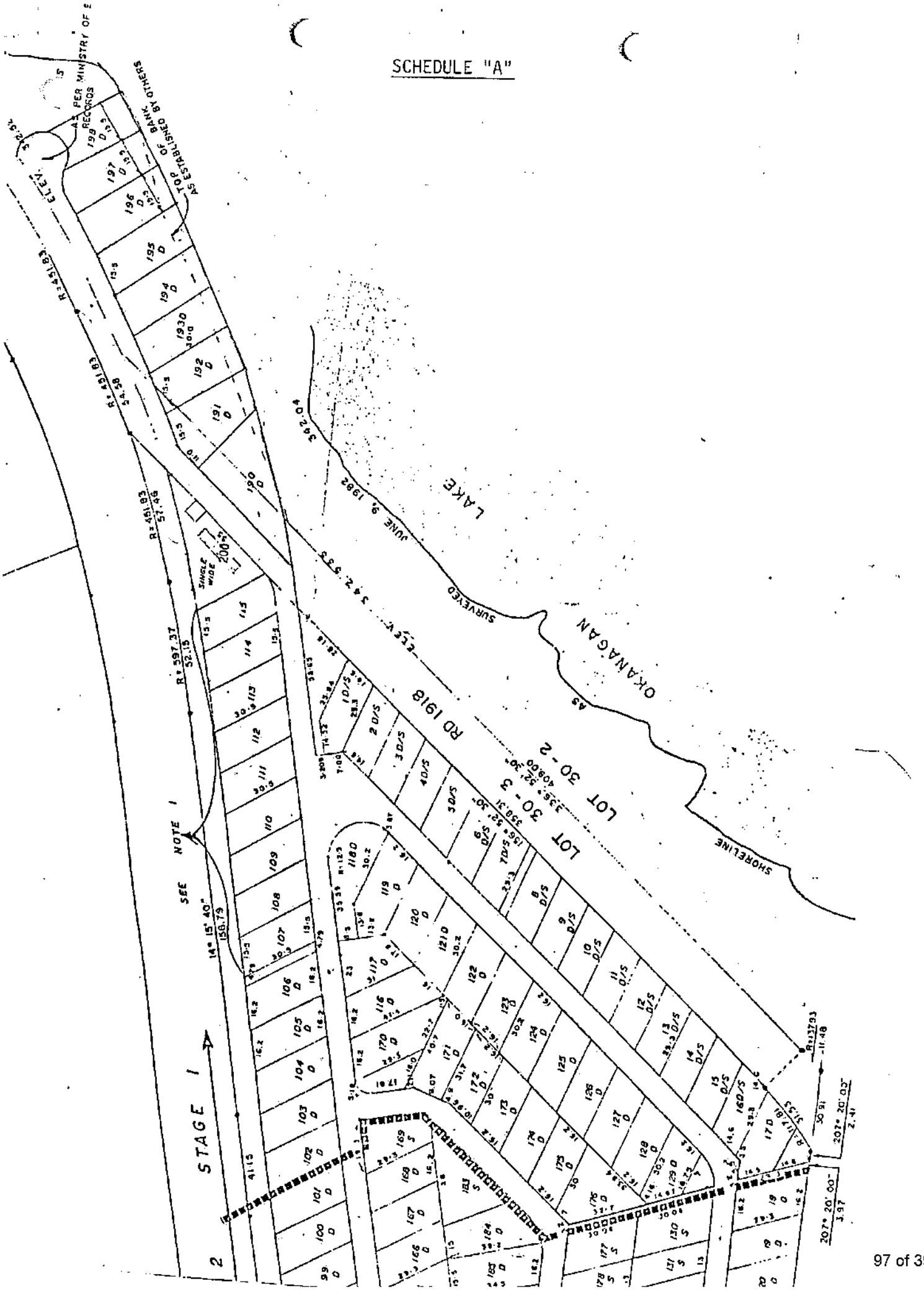
_____
Authorized Signatory

_____
Authorized Signatory

C/S

CORPHH/pp/lg

SCHEDULE "A"


AS PER MINISTRY OF
199 RECORDS
TOP OF BANK AS ESTABLISHED BY OTHERS
R=451.83
57.46
R=397.37
52.15
SINGLE WIDE
200 sq
SURVEYED
JUNE 9, 1982
LAKE
OKANAGAN
SHORELINE
RD 1918
LOT 30 - 2
LOT 30 - 3
SEE NOTE 1
14° 15' 40"
150.79
STAGE 1
2
207° 20' 00"
3.97
207° 20' 00"
2.41

REGION

REGISTRATION
112960

CANADA

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

THIS INDENTURE made in quadruplicate as of the 1st day of July, 1987.

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada

("Her Majesty")

OF THE FIRST PART

AND:

RED WING RESORTS LTD., a body corporate duly incorporated under the laws of the Province of British Columbia and having its registered office at 100 - 166 Main Street, Penticton, British Columbia

("the Lessee")

OF THE SECOND PART

WHEREAS:

A. The lands hereinafter demised ("the Lands") are part of Penticton Indian Reserve No. 1, ("the Reserve") which was set apart for the use and benefit of the Penticton Band of Indians ("the Band");

B. The lands are in the lawful possession of LEONARD GEORGE, member of the Band, and he has made written application to the Minister of Indian Affairs and Northern Development ("the Minister"), for it to be leased for his benefit;

C. The Council of the Band by resolution dated the 22nd day of June, 1987, has consented to the leasing of the Lands;

D. AND WHEREAS the Minister has power to grant this Lease under Section 58(3) of the Indian Act, Chapter 1-6, Revised Statutes of Canada, 1970.

NOW THIS INDENTURE WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS:

1.00 THE DEMISE

1.01 The Minister demises to the Lessee:

(a) Lot 137 and Lot 138, Penticton Indian Reserve No. 1 as shown on Plan of Survey No. 68395, Canada Lands Surveys Records, Ottawa, excepting thereout and therefrom all mines and minerals within, upon or under said lots;
(hereinafter called "Lots 137 and 138")

(b) Lots 30-1 and Lot 30-2, Penticton Indian Reserve No. 1 as shown on R.S.B.C. No. 763, Canada Lands Surveys Records, Ottawa, excepting thereout and therefrom all mines and minerals within, upon or under said lots, together with the right to use Lot 30-3, R.S.B.C. No. 763 as access and egress to Lots 30-1 and 30-2 during the term hereof;
(hereinafter called "Lots 30-1 and 30-2")

(c) Lot 133 and Lot 134, Penticton Indian Reserve No. 1, as shown on R.S.B.C. No. 558, Canada Lands Surveys Records, Ottawa, excepting thereout and therefrom all mines and minerals within, upon or under said lots;
(hereinafter called "Lots 133 and 134")

Collectively hereinafter called "the Land")

1.02 To Hold the land for Forty (40) years from the 1st day of July, 1987 ("the Term") to be fully completed and ended on the 30th day of June, 2027.

1.03 Her Majesty reserves the right to drill for, remove and dispose of petroleum and natural gas in the Land, and for that purpose to drill wells, lay pipelines, and build such tanks, stations and structures as may be necessary and in the lawful exercise of any of the rights hereby reserved, provided however, that if pursuant to the Regulations respecting Petroleum and Natural Gas on Indian Reserves and Indian Lands, Her Majesty grants leases for well sites, roads, pipelines, storage tanks or other buildings or structures required in the drilling for, removal and disposal of petroleum and natural gas, then for the acreage taken for such leases and in the event that compensation is paid by any individual or body corporate for crop damages sustained as a result of drilling for oil, exploration for oil or the laying of pipelines, then for the acreage taken for such leases, rental payable by the Lessee shall be abated proportionately, and in the event that the Lessee's improvements are interfered with, compensation shall be set at the sole discretion of the Minister, and his decision as to compensation shall be final.

2.00 THE RENT

2.01 During the first five year period the Lessee shall pay to Her Majesty annual rent in the amount of FIFTY-ONE THOUSAND EIGHT

HUNDRED TWENTY-ONE DOLLARS AND FOUR CENTS ($51,821.04) payable monthly, in advance, on the 1st day of each month in the amount of FOUR THOUSAND THREE HUNDRED EIGHTEEN DOLLARS AND FORTY TWO CENTS ($4,318.42) during the initial five year period commencing the 1st day of July, 1987, PROVIDED that all rents shall be paid by the Lessee on or before the date it executes this lease, it being understood that the said annual rent is an aggregate rent for the said Land, allocated as follows:

(a) Lots 137 and 138 - $17,160.00 per annum
(b) Lots 30-1 and 30-2 - $7,560.00 per annum
(c) Lots 133 and 135 - $27,101.04 per annum

2.02 Her Majesty and the Lessee agree that for the purpose of ascertaining the rent the term shall be divided into consecutive five year periods, called "five year periods".

2.03 The Lessee covenants and agrees to pay, annually, rent for the term hereinafter provided in lawful money of Canada.

2.04 The lease rental during each five year period after the first five year period shall be set in the way hereinafter provided, but in the absence of or pending such setting the Lessee shall continue to pay the same rental on the same dates in each month as during the preceding period.

2.05 The rental for each five year period after the preceding period shall be either:

(a) the amount which, on the anniversary date of the preceding period, in the opinion of the Minister is a fair market rent for the land leased on the terms and conditions contained in this lease, and enjoying all the services and amenities then existing, but ignoring the value of any Lessee's improvements including land filling made on the land by the Lessee since the 1st day of July, 1982; or,

(b) the same rent in each year as for the last year of the preceding period;

whichever is greater.

2.06 The Minister may set the rent for any five year period after the first either within 90 days before or within 90 days after the period begins, and shall give the Lessee notice of the amount at which he has set it ("the Rent Notice") by registered mail.

2.07 If the rent notice is given after the five year period for which it was given has begun, any deficiency in the rent already paid shall be forthwith adjusted and paid by the Lessee.

2.08 If the Lessee disagrees with the rent set by the Minister, he may within sixty (60) days from the date of the rent notice refer the matter to the Federal Court of Canada under Section 17 of the Federal Court Act for a determination of the rent on the basis described in this lease. The Lessee will not refer the matter to the Federal Court unless he has paid all rents currently due and as set by the Minister. If the Lessee does not refer the matter to the Federal Court within the time aforesaid in accordance with this Section 2.08, he shall, unless the parties have agreed otherwise, be deemed to have agreed to the rent set by the Minister.

2.09 The Lessee covenants to pay the rent hereby reserved, or as set hereunder, at the times and in the way aforesaid, to the Receiver General for Canada in legal tender of Canada at the Office of the Minister at Ottawa, Ontario, or at such place and to such person as the Minister may from time to time designate, without any deduction, and without any demand being made. Acceptance of rent at any office of the Department or Band shall not constitute a waiver of rights with respect to rent review.

3.00 SCOPE OF LESSEE'S COVENANTS

3.01 The Lessee covenants that all its covenants in this lease are made with Her Majesty for himself and for its assigns, and that all its obligations and duties in this lease, however expressed, shall be construed as covenants.

4.00 ASSIGNMENTS, SUBLETTINGS AND MORTGAGES

4.01 During the term of this lease the Lessee will not assign, sublet, mortgage, pledge, hypothecate or otherwise encumber this lease, or part with possession of the whole or any portion of the land without the consent in writing of the Minister first had and obtained, and any purported assignments, subletting, mortgage, pledge or hypothecation shall, in the absence of such consent, be void. It shall be a condition of the Minister's consent that any proposed assignee or sub-tenant or a Mortgagee by way of assignment or sub-tenancy shall covenant with Her Majesty in writing to abide by the full terms of this lease. With respect to Lots 133 and 134, notwithstanding the foregoing, this requirement for the Minister's consent shall not apply to any mortgage or mortgages of this Lease granted by way of Sub-Lease to William J. Thiessen or to any right of foreclosure, power of sale or other remedy in such mortgage or granted by the Court competent to adjudicate upon the rights of the Mortgagor and the Mortgagee therein whether by foreclosure or otherwise with respect to the Lessee's interest in this Lease, subject always to the other terms and conditions of this Lease. For the purposes of the Minister giving consent to any sublease or assignment of sublease, the Minister may require that the proposed sub-tenant sign as having read and understood a letter in substantially the same form as the letter attached as Schedule "A" to this Lease.

4.02 Provided however, that no further consent shall be required with regard to any assignment, transfer, subletting, parting with possession, mortgage, hypothecation, pledge or encumbrance in favour of Her Majesty or Her successors.

4.03 The parties hereto covenant and agree that in the event the Lessee charges its leasehold interest in the lands, in favour of Her Majesty by mortgage, debenture or otherwise transfers, assigns or in any manner conveys its leasehold interest to Her Majesty, there shall be no merger of interest of Her Majesty in this lease or any surrender of this lease by reason thereof or by the enforcement of Her Majesty of any remedies hereunder or otherwise and the doctrine merger is expressly excluded, and it is further agreed that Her Majesty, as mortgagee or assignee shall be exempted for any of the provisions of this section, relative thereto.

5.00 LESSEE'S COVENANTS ABOUT DEVELOPMENT ON THE LAND, INSPECTION AND REPAIR

5.01 That the Lessee will:

(i) keep the buildings built by it and all improvements made by it on the land in good and tenantable state and repair;

(ii) allow the Minister or his authorized representative to enter the land and view the state of repair;

(iii) at its own expense promptly repair or repaint any of its buildings or improvements when ordered to do so by the Minister;

(iv) not construct, alter, or replace its buildings or any part of them or make improvements thereto unless all such work is done in accordance with the standards laid down by the National Building Code of Canada and also in accordance with the then current Fire Safety Standards laid down by the Federal Government/Dominion Fire Commissioner current at the date of the the work;

(v) maintain the Land and all buildings constructed thereon and therein in a clean and sanitary condition which in the opinion of Her Majesty's representative conforms with all the

standards of the health statutes of the Province of British Columbia now in effect or promulated during the term of this lease;

(vi) submit construction specifications within three (3) months following the date of this lease, covering location and installation details of the septic field.

5.02 The Lessee will prior to any construction or alteration of the land within three (3) months following the date of execution of this lease, submit the following documents for approval of the Minister:

Site: All Site plans drawn to scale showing the required features with appropriate dimensions.

(a) Boundary lines with dimensions and acreage;
(b) Natural and artificial features of subject property and adjacent property, including improvements (buildings, easements, railway lines, pipelines, watercourses, culverts, ditches, etc.);
(c) "North arrow";
(d) Key plan (scale 1 inch = 100 feet) showing location of property;
(e) Title block including drawing scale, date, developers name and address, and reference numbers.

Mobile Home Pads

(a) Location, dimension and size;
(b) Construction specifications;

Roads:

(a) Location, dimension and size;
(b) Construction specifications;

Buildings:

(a) Location, dimension and size (number of units, number of storeys, floor area, number of rooms) of all proposed buildings and accessory facilities);

(b) Dimensions of front yards, side yards, rear yard;

(c) Distances between adjacent buildings;

(d) Construction specifications;

Sanitary Disposal:

(a) Location and size on on-site sanitary disposal system proposed;

(b) Construction specifications.

Water Supply:

(a) Size and location of existing and/or proposed water mains;

(b) Construction specifications.

5.03 If the Minister approves the documents aforesaid as submitted, the Lessee will promptly begin the construction described and diligently carry it through to completion within six (6) months from the day it is begun.

5.04 If the Minister disapproves of any or all of the documents submitted as aforesaid, the Minister shall advise the Lessee of the reasons for his disapproval by the Minister in which to re-submit amended or revised documents. In both cases the Minister shall advise the Lessee within thirty (30) days following receipt thereof, whether he approves or disapproves of the documents submitted.

5.05 The Lessee will not carry out any addition, demolition, alteration, remodelling or replacement of any improvements on the land or any alteration, improvement or changes to the land without the approval of the Minister first sought and obtained.

5.06 Except in performing the construction and installations expressly permitted by the lease, the Lessee will not remove or allow the removal of any sand, gravel, marl, top-soil, or other material forming part of the land without the written consent of the Minister first sought and obtained but may cut down, relocate, remove or allow the removal of any trees on the land.

5.07 The Lessee will at all times during the term, maintain the parts of the land that remain unbuilt on in good order, properly preserve the trees growing thereon, and will suppress all noxious weeds on the land.

5.08 The Lessee will allow the Minister to enter the land and view the state of repair.

6.00 INSURANCE, RELEASE OF HER MAJESTY FROM LIABILITY AND INDEMNITY TO HER MAJESTY

6.01 During the term of this lease, the Lessee shall, at its sole cost and expense, maintain with one or more companies satisfactory to the Minister, comprehensive general liability insurance in a form satisfactory to the Minister against claims for personal injury, death or property damage occurring on, in or about the Lands, arising out of or resulting from the possession, occupation, use or control of the Lands by the Lessee, such insurance to afford protection to a minimum limit of FIVE MILLION DOLLARS ($5,000,000.00) or to a limit from time to time stipulated in writing by the Minister. All policies for such insurance shall be written in the name of the Lessee as the insured with loss payable firstly to Her Majesty as her interest may appear. The Lessee agrees to furnish the Minister with Certificates evidencing such policies immediately after they are issued and to furnish the Minister with a Certificate of Renewal at leave five (5) days prior to the date of expiration of any policy in force or other evidence satisfactory to the Minister, establishing that the insurance has been renewed. In the event that the Lessee fails to effect such insurance or renewal thereof, or furnish the Certificate, the Minister may procure such insurance and the premium paid by the Minister therefore shall be deemed to be added as rent forthwith due and payable by the Lessee to the Minister.

6.02 The Lessee releases Her Majesty, Her heirs, successors and assigns, from all liability for damage caused by any of the perils against which it has covenanted to insure, even though such loss or damage may arise out of the negligence of Her Majesty, and the Lessee covenants to indemnify and save harmless Her Majesty against and from all actions, claims and demands whatsoever relating to such damage.

6.03 The Lessee covenants to indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings in any way related to anything done or omitted to be done by the Lessee in respect to its possession, use or occupation of the land.

6.04 The Lessee will insure at its own cost in the joint names of the Lessee and Her Majesty, and keep so insured all buildings and improvements on the land, with one or more companies satisfactory to Her Majesty, against loss or damage by fire and customary supplementary coverage, for their full replacement cost as from time to time in the sole discretion of Her Majesty determined and stipulated.

6.05 The Lessee agrees that if the buildings or improvements on the land are damaged or destroyed it will either (subject to clause 6.08) spend all insurance moneys received from the loss in repairing the damage or re-building in case of destruction, or if Her Majesty so requires, and if Her Majesty releases the Lessee from its liability to repair or rebuild, will assign its entire interest in such insurance moneys to Her Majesty and surrender the balance of the term to Her Majesty.

6.06 At the termination of this lease, the Lessee shall be entitled if not in default hereunder to remove from the lands and from any building or structure thereon within thirty (30) days after such termination its movable goods, chattels, trade and Lessee's fixtures and furnishings.

6.07 The Lessee shall, prior to entry on the land for the purpose of affecting removal of buildings, fixtures and improvements, provide the Minister with a performance bond in terms and amount satisfactory to the Minister, indemnifying the Minister against the costs of removal from the

land of all fixtures, improvements and personal property not belonging to Her Majesty together with all costs of restoration of the land in a neat, clean and tidy state, provided that the Minister may waive this requirement.

6.08 The Lessee will begin any replacement, repair or reconstruction of the improvements or any part thereof, that have been damaged or destroyed (and which it is obliged under this lease to repair or rebuild) within two (2) years after such damage or destruction of the improvements shall be subject to the Section 5.02 and 5.03 hereof.

7.00 LESSEE'S COVENANTS ABOUT LAND-USE, COMPLIANCE WITH BY-LAWS AND PAYMENT OF TAXES

7.01 The Lessee will use the following lands for the following purposes only:

(a) Lot 138 - The Lessee will use the land only as a septic tank field and a pitch and putt golf course;

(b) Lot 30-1 and Lot 30-2 - The Lessee will use the land only as a site for a mobile home park, campground, marina and ancillary facilities including food outlets and for administration purposes;

(c) Lot 137 - The Lessee will use the land only as a site for a mobile home park, campground, orchard, golf driving range, commercial and ancillary facilities including food outlets, administration purposes, septic field and for no other purpose;

(d) Lots 133 and 134 - The Lessee will use the land only as a site for a mobile home park, campground, marina and ancillary facilities including food outlets, and for administration purposes.

7.02 The Lessee will comply at his own expense with all laws of every federal, provincial and municipal authority or agency that have lawful application to the land or that the Minister declares to be applicable. PROVIDED THAT the Lessee shall have the right to contest the validity of such laws, rules, requirements, order, directions, ordinances and regulations if proceedings relating thereto are commenced before the expiration of sixty (60) days after the Lessee has first been notified of any breach of any such laws, rules, requirements, orders, directions,

ordinances and regulations. The Lessee hereby covenants with the Minister that if and whenever the Lessee shall contest the validity of any such rules, requirements, orders, directions, ordinances, or regulations, the Lessee will indemnify and save harmless from all loss, damage, cost and expense suffered by the Minister by reason of the Lessee undertaking such proceedings and that the Lessee will conduct such proceedings after the commencement thereof expeditiously and with all reasonable diligence, and that, the Lessee will furnish such security as may be required by the Minister to safeguard the rights of Her Majesty in case the proceedings might adversely affect Her Majesty.

7.03 The Lessee will pay all rates, taxes, duties and assessments levied on the land or made payable by the Lessee or occupier in respect of it.

7.04 The Lessee will not create, permit or suffer any nuisance or obnoxious activity on the land.

7.05 The Lessee will not cause or permit the deposit of rubbish or any matter of any offensive nature anywhere on the Reserve except in such place and at such times and under such conditions as may be designated by the Minister or his authorized representative.

7.06 The Lessee will not discharge, cause or permit to be emitted, discharged or howsoever to pass into the sewer systems, storm drains or surface drainage or draining facilities at the Reserve or elsewhere, any deleterious material, noxious, contaminated or poisonous substances, all as determined by Her Majesty's representative whose decision shall be final; PROVIDED, however, that Her Majesty's representative may permit the Lessee to dump, bury or otherwise dispose of any such substances at such location or locations on the land comprised in the Reserve and upon terms and conditions as he may determine.

8.00 DEFAULTS AND THEIR CONSEQUENCES

8.01 If the Lessee:

(a) files a petition in bankruptcy or makes an assignment for the benefit or creditors;

(b) is adjudicated as bankrupt or insolvent;

(c) files any petition or institutes proceedings under the Bankruptcy or Insolvency Acts seeking to effect a reorganization or a composition;

(d) has the leasehold interest created hereunder seized in execution or by a process of law and not released within one hundred and twenty (120) days from such seizure;

(e) is subject to the appointment of a Receiver or Trustee who is not discharged within one hundred and twenty (120) days from the date of such appointment;

(f) fails to pay the rent reserved hereunder within thirty (30) days after being payable, whether formally demanded or not;

(g) fails to pay taxes on the land and improvements thereon to the appropriate authorities within thirty (30) days of their due date;

(h) vacates the land leaving moneys under this lease owing to Her Majesty; or,

(i) fails to fulfill, perform or observe any other covenants herein contained, and such default continuing for a period of ninety (90) days after Her Majesty has given notice to remedy such default;

The Minister may without further notice, declare the term ended and thereupon these presents and everything herein contained and the estate or term shall absolutely cease, determine and be void without re-entry or any other act or legal proceedings, PROVIDED the Minister shall nevertheless be entitled to recover from the Lessee the rent then accrued or accruing, and that any right of action by the Minister against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations or conditions contained in this lease shall not be thereby prejudiced; PROVIDED FURTHER that in such event, the Minister or his agent may

re-enter the land or any part thereof, and thereafter have, possess and enjoy them as if this lease had not been made. PROVIDED ALSO that if there is any such default, the Lessee will indemnify and save harmless the Minister, His officers, servants and agents from all loss, damage, costs and expenses resulting therefrom, provided that this section shall be read subject to section 8.02

8.02 If the Lessee or a sublessee have with the Minister's written consent mortgaged their terms of years to a lending institution by mortgage or trust deed, and have not delivered a deed to a purchaser at a sale in foreclosure of the Mortgage or trust deed, the Minister will not exercise his power of forfeiture under section 8.01 unless he has given the mortgagee written notice by prepaid registered post or by personal service to the last address of such mortgagee known to the Minister, specifying the matters in default, and the Mortgagee shall have time as a diligent mortgagee would require, but not exceeding ninety (90) days after the receipt of such notice to cure the matters in default. If there is any breach or default by the Lessee of any of the covenants, terms and conditions of this lease, the mortgagee shall be entitled to make any and all payments and do and perform all acts or things which may be necessary or required to cure the matter in default. The defaults mentioned in section 8.01 (a), (b), (c), and (e) shall be deemed cured if the mortgagee obtains final order of forclosure.

8.03 If the Minister thinks that the Lessee has not performed any Lessee's covenant he may order the Lessee in writing to perform the covenant, and if the Lessee does not perform it within ninety (90) days of such order, the Minister may do whatever is necessary to perform it and any money spent by the Minister in performing the covenant shall be paid forthwith by the Lessee to Her Majesty as additional rent and if it is not paid forthwith the Lessee will pay interest on it at the prevailing Bank of Canada rate until fully paid. The obtaining of any judgment on any covenant shall not operate as a merger of that covenant.

8.04 If the Lessee vacates the land leaving any rent unpaid, Her Majesty may seize and sell its goods whether they are on the land or elsewhere.

8.05 Termination of this Lease shall not prejudice Her Majesty's right to recover unpaid rent or any other right of action by Her Majesty for breach of any covenant in this Lease.

9.00 MISCELLANEOUS PROVISIONS

9.01 (a) The Lessee agrees that if he continues in possession of the land after the term expires by effluxion of time, his status shall, unless a new Indenture of Lease is executed by the parties and notwithstanding any payment of rent including payments in accordance with paragraph 9.01 (b), be and remain that of a Tenant at will.

(b) The Lessee will determine the continuance of the tenancy at will mentioned in paragraph 9.01 (a) pay in advance on the first day of each month a rent equal to one-sixth (1/6) of the yearly rent paid for the last year of the expired term; and the Lessee agrees that Her Majesty may keep the whole of each such rent payment, notwithstanding that She terminates (as the Lessee agrees She may) the tenancy at will during the course of the ensuing month.

(c) The Lessee covenants that the tenancy at will mentioned in paragraph 9.01 (a), shall be subject to the covenants and conditions of this Lease save as modified by paragraphs 9.01 (a) and 9.01 (b), and save as they are inapplicable to the tenancy at will.

9.02 The Lessee covenants to send to the Minister certificates evidencing every policy of insurance which he has covenanted to take out immediately after the certificates of insurance are issued and covenants to send a certificate of renewal to the Minister at least five (5) days before the expiry of any policy in force or other evidence satisfactory to the Minister that the insurance has been renewed or replaced. If the Lessee does not effect such insurance or renewal or send the Certificate to the Minister, Her Majesty may procure such insurance and the Lessee will pay the premium paid by Her Majesty for the insurance as rent payable forthwith with interest at the then prevailing Chartered Banks' rate until fully paid.

9.03 In this Lease any words in the singular include the plural and words in the plural include the singular and masculine includes the feminine and neuter where to context so requires.

9.04 The Lessee will, when the term expires or is made to end, peaceably surrender possession of the land to Her Majesty.

9.05 No waiver on behalf of Her Majesty of any breach shall take place unless it is in writing and any such waiver shall extend only to the breach to which such waiver relates and shall not be a general waiver, or effect the rights of Her Majesty, with respect to any other breach.

9.06 No implied covenant or liability on the part of the Minister is created by the use of the words "demise and lease" contained herein or any other words.

9.07 No member of the House of Commons will be admitted to any share or part of this Lease or any benefit to arise therefrom.

9.08 Any notice affecting this Lease shall be sufficiently served in writing and forwarded by registered mail, addressed as follows:

To the Minister:

Indian and Northern Affairs Canada
B.C. Regional Office
P.O. Box 1000
800 Burrard Street
VANCOUVER, B.C.
V6Z 2J3

To the Lessee:

100 - 166 Main Street
Penticton, B.C.
V2A 5A4

To the Penticton Indian Band:

Penticton Band Administration Office
R.R. #2, Site 80, Comp. 19
PENTICTON, B.C.
V2A 6J7

and such notice shall be deemed to be received on the third ordinary working day next following the day on which it was so mailed. Copies of all notices served on the Minister must be forwarded by registered mail to the Penticton Indian Band.

9.09 Either party may change his address from time to time by notice served on the other.

9.10 Time shall be of the essense.

9.11 Her Majesty covenants that if the Lessee pays the rent hereby reserved when it is due and observes and performs his covenants in this lease, it will (subject to the terms of this lease and to the application of any statute, regulation or by-law) peaceably hold the land without any interruption by Her Majesty.

9.12 This lease enures to the benefit of, and is binding upon, Her Majesty and Her Successors and the Lessee, his heirs, executors, administrators and assigns, and in the case of a company incorporated, its successors and assigns.

9.13 This lease is subject to the Indian Act and regulations made under it, and to any legislation in substitution for them or amendment of them.

10.00 The parties thereto agree that this lease supercedes and replaces the following leases:

(a) Lease No. 84042 dated July 1, 1982;
(b) Lease No. 80390 dated February 1, 1982;
(c) Lease No. 95017 dated July 1, 1983;
(d) Lease No. 85080 dated July 1, 1982;

(herein collectively called the "Leases")

The Lessee HEREBY surrenders and yields up to Her Majesty all its right, title and interest under the Leases with the intent that the unexpired residue of the term of the Leases shall merge and be extinguished in the revision immediately expectant on it.

IN WITNESS WHEREOF: A.J. BROUGHTON

of the Department of Indian and Northern Affairs and Northern Development on behalf of Her Majesty the Queen in right of Canada, has hereunto set his hand and seal and the Lessee has caused its corporate seal to be affixed in the presence of its duly authorized officers the day, month and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

Address

Occupation

FOR THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

DIRECTOR, LANDS, REVENUES & TRUSTS, BRITISH COLUMBIA REGION

THE CORPORATE SEAL of RED WING RESORTS LTD. was hereunto affixed in the presence of:

Authorized Signatory

Authorized Signatory

C/S

I, LEONARD GEORGE, the Locatee, acknowledge that I have read and understood the contents and consent and agree to this Lease this 22nd day of June, 1987.

LEONARD GEORGE

CORPJ/aa/lg

SCHEDULE "A"

To the Sub-Tenants of
Red Wing Resorts Ltd.

Dear Sirs:

Re: Lease to Red Wing Resorts Ltd. of lands situate in the Penticton Indian Reserve No. 1 and more particularly described as follows:

(a) Lot 137 and Lot 138, Penticton Indian Reserve No. 1 as shown on Plan of Survey No. 66395, Canada Lands Surveys Records, Ottawa, excepting thereout and therefrom all mines and minerals within, upon or under said lots;
(hereinafter called "Lots 137 and 138")

(b) Lots 30-1 and Lot 30-2, Penticton Indian Reserve No. 1 as shown on R.S.B.C. No. 763, Canada Lands Surveys Records, Ottawa, excepting thereout and therefrom all mines and minerals within, upon or under said lots, together with the right to use Lot 30-3, R.S.B.C. No. 763 as access and egress to Lots 30-1 and 30-2 during the term hereof;
(hereinafter called "Lots 30-1 and 30-2")

(c) Lot 133 and Lot 134, Penticton Indian Reserve No. 1, as shown on R.S.B.C. No. 558, Canada Lands Surveys Records, Ottawa, excepting thereout and therefrom all mines and minerals within, upon or under said lots;
(hereinafter called "Lots 133 and 134")

This letter is for information purposes. I wish to ensure that you are aware that the lease to Red Wing Resorts Ltd. requires a payment of rent annually or monthly to the Receiver General for Canada on an ongoing basis for the term of the lease. You should recognize that if at any time during the term of this lease (40 years) the rent required under the headlease goes unpaid, then it is possible that the Minster may terminate the lease in accordance with its terms, thus terminating any rights you may have under your sublease, even if you have prepaid your rent or other obligations under your sublease for a period of time beyond the date of any early termination of the headlease. If you require any clarification of your rights under the lease and your sublease, I recommend that you consult with a lawyer.

The Minister will not consent to the sublease unless you acknowledge that you have read and understood this letter by signing below in the space indicated on the copy of this letter provided for the purpose.

Yours very truly,

A.J. Gross
Director
Lands, Revenues & Trust
P.O. Box 1000, 800 Burrard St.
Vancovuer, British Columbia
V6Z 2J3

I acknowledge that I have read and understood the foregoing and that I request that the Minister consent to my sublease from Red Wing Resorts Ltd.

Dated _____, 19___.

_____ _____
(Signature) (Signature)

LG5/b/ses

LAND TITLE ACT
Form 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 24th day of June, 1987, at Penticton, in the Province of British Columbia, DAVID EDWARD KAMPE, personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of RED WING RESORTS LTD. and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY of which I set my hand at Penticton, British Columbia this 24th day of June, 1987.

A Commissioner for taking Affidavits
within British Columbia

CORPJ/n/lg

Province of
British Columbia

Ministry of
Forests and Lands
LANDS DIVISION

Land Policy Branch
Third Floor
4000 Seymour Place
Victoria
British Columbia
V8W 3E7
Phone: (604) 387-1800

MINISTRY OF
FORESTS AND LANDS
B.C. LANDS
MAP LIBRARY

OUR FILE 0234595

87-12-17

Mr. A.J. Gross
Director
Lands, Revenues & Trusts
Indian and Northern Affairs
Canada
Pacific Region
P.O. Box 1000
800 Burrard St.
Vancouver, B.C.
V6Z 2J3

Dear Mr. Gross:

Attached is a map showing, coloured in green, an area of fill in Okanagan Lake fronting Penticton Indian Reserve No. 1, the existence of which has recently been brought to our attention through a proposed highway widening project at that location.

The fill in question is apparently being developed by an upland lessee of the Penticton Band. The last report we had was that three or four new houses have been constructed on the fill area. Unfortunately, the developer is apparently holding up highway construction in an effort to have the matter of ownership of the fill settled.

In the opinion of the Ministry, the fill is in tresspass on Crown provincial land. In view of this it is recommended that Indian and Northern Affairs make an application on behalf of the Band to purchase the fill. The application should be made to the Regional Lands Manager, Thompson-Okanagan Region, Ministry of Forests and Lands, 348 Tranquille Road, Kamloops, B.C., V2B 3G6.

.../2

Enclosed, for your convenience, are application forms.

Yours sincerely,

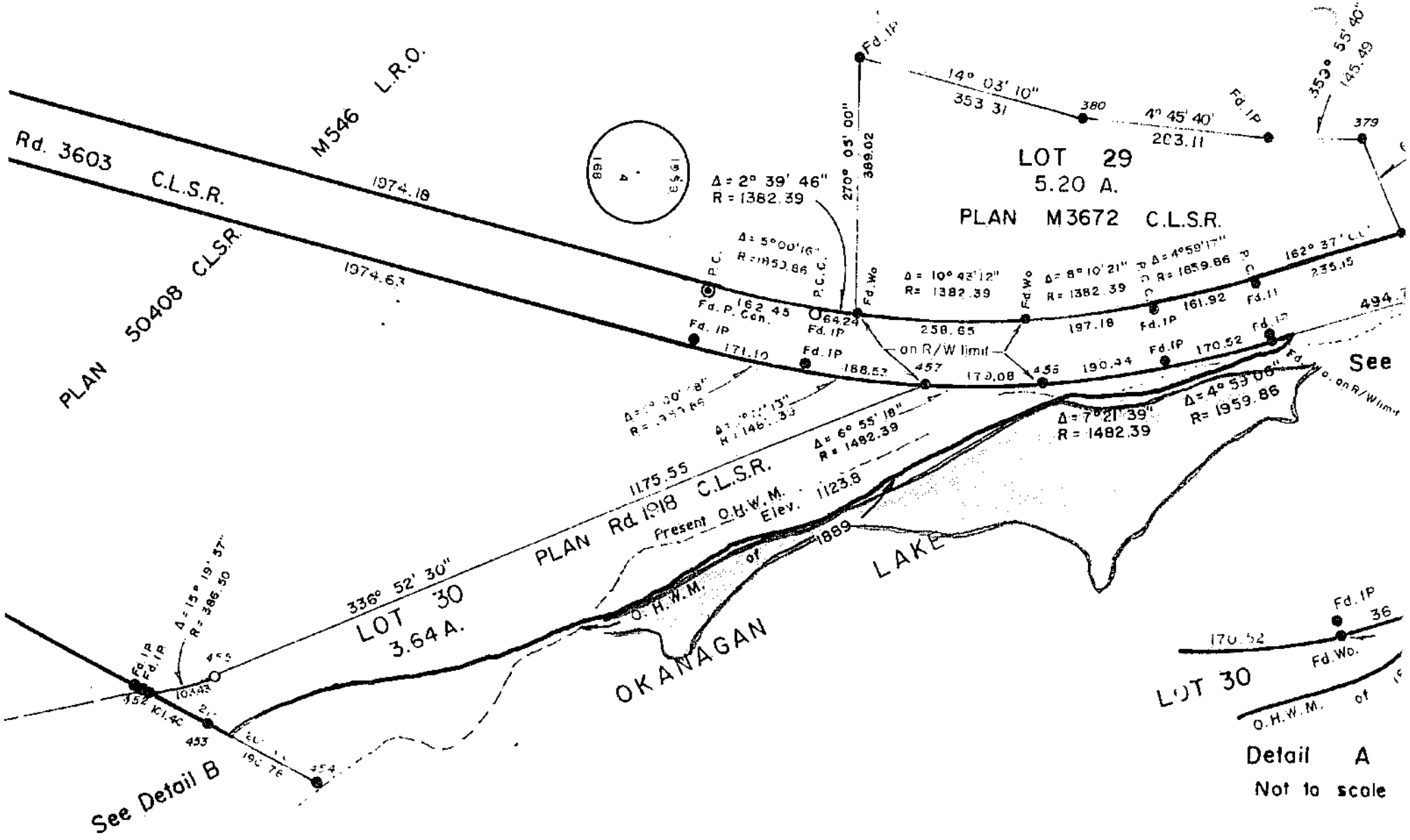
W.C. Fry
Coordinator
Indian Land Matters

Enclosure

cc: Neil MacLennan
Land Officer
Thompson-Okanagan Region
(Regional File: 3404417)

LOT 31
60.0 A.

From C.L.S.R. Plan 59976
(surveyor. M.H. Collins 1911-13)



- Background - History
- Hwys - involvement
- Options
  ① Trespass action
  ② Lease to Reduring
  ③ Transfer to Feds.
- Ministry's Preferred Optia
- Best Option for Reduring
- Suggested Course of Action

Re: Filled area in Okanagan Lake
Red Wing Resorts Ltd.
Penticton Indian Reserve

Background

Red Wing Resorts is developing a 200 lot residential community on the Penticton Indian Reserve between Hwy 97 and the outlet of Okanagan Lake. Apparently the developer has negotiated a 40 year lease of the Indian Reserve land. The plan is to sub-let the individual residential sites to the buyers.

When the developer's surveyor went to delineate the boundaries of the sub-leases, he discovered that several lots were beyond the Indian Reserve boundary on Crown foreshore. Preliminary indications are that the trespass is fill, some of which was placed there by Red Wing.

The developer finds himself in some difficulty since he cannot sub-lease certain lots since they are in trespass on Crown land. Some of the lots now have modular homes on them. One of the homes belongs to the president of Red Wing, Dave Kampe.

The situation is complicated because Hwys. needs a portion the Red Wing Indian lease for four-laning of Hwy. 97. Red Wing has thus far refused to release the land for the widening, saying that he will not sign until he has an assurance that his houses will be legalized.

Options

(1) One option is to commence trespass action

Kampe Mar Cyn 387-1810

Dave Kampe 492-2626 88.02.24

consent of Leonard George - Chief

- 40 year lease
- provision for registered sub-leases - one day less than
- provision for transfer of land to Feds during the term of the lease.
- ~~register main lease in 40~~
- limit future construction - development plan.
- need copy of head lease + sub-leases
- need consent from Band + Indian Affairs

CALL SALLY SAUNDERS 666-0369

Province of British Columbia
Ministry of Transportation and Highways

MEMORANDUM

To:
Ministry of Forests and Lands
Lands Division
348 Tranquille Road
Kamloops, B.C.
V2B 3G6

Attention: Neil MacLennan

Date: November 16/87
Branch/Dist: Property Services
Address: 523 Columbia St.
Kamloops, B.C.
V2C 2T9
Phone: 828-4262
Hdqtrs. File:
Region File: PS 1280
District File:

Re: Red Wing Resorts

On November 12, 1987 we reached an agreement, in principle, with Red Wing Resorts Ltd. for their leasehold interest in the right of way rquired to upgrade Highway 97 and to construct Burnaby Avenue East.

While Red Wing has agreed to our offer of compensation, they are not prepared to sign the final agreement form until a satisfactory resolution with Lands Branch has been reached regarding the encroachment.

We are now preparing to commence negotiations with the Penticton Indian Band for transfer of right of way. We trust your Branch will be pursuing the matter of the encroachment directly with Red Wing, and you will keep our office informed of your progress.

G. A. Ward
Regional Property Agent

Ross Dalpre
Asst. to Regional Property Agent

RD/ab
cc: Director of Property Services
Victoria

MINISTRY OF FORESTS AND LANDS
NOV 18 1
B.C. LANDS
KAMLOOPS

87-12-11

- spoke with Sally Saunders, Indian Affairs
- ~~the~~ the Feds are still researching the history of the parcel
- they are not prepared at this point to agree that the land is under Prov. jurisdiction.

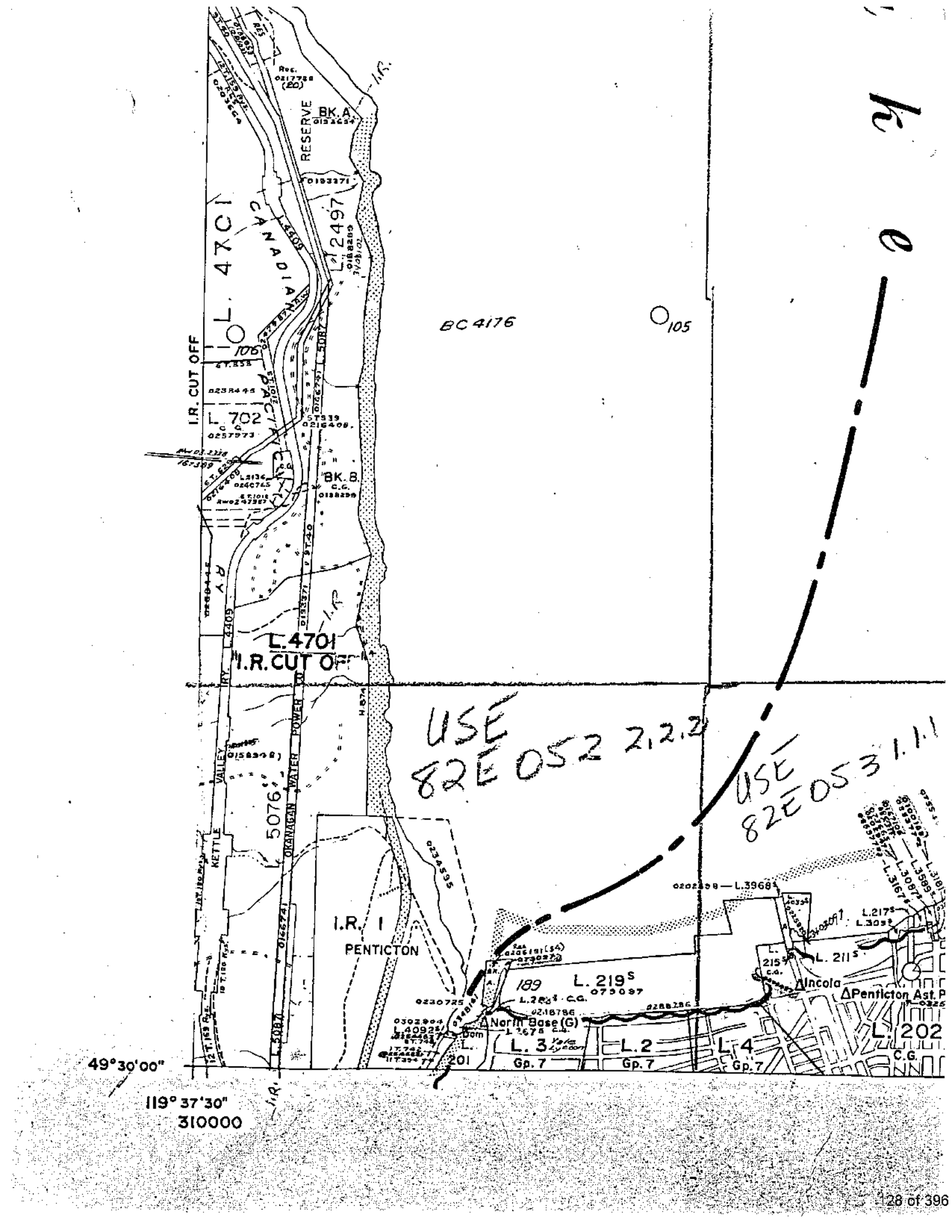
87-12-01

Heather West

- research shows that fill is outside original surveyed boundary of Indian Reserve.

Flds - awaiting ruling from Min. of Justice regarding water boundaries

- hold position that Indian Reserve boundaries are moveable.


RESERVE
BK. A
CANADIA
L. 4701
L. 2497
BC 4176
105
106
I.R. CUT OFF
L. 702
BK. B.
L. 4701
I.R. CUT OFF
USE 82E 052 2,2,2
USE 82E 053 1,1,1
5076'
OKANAGAN WATER POWER
VALLEY
KETTLE
I.R. 1
PENTICTON
189
L. 219S
L. 211S
L. 215S
Lincola
Penticton Ast. P
North Base (G)
L. 3
L. 2
L. 4
L. 202
Gp. 7
Gp. 7
Gp. 7
201
C.G.
49°30'00"
119° 37'30"
310000

Redwing Resorts

① Contact Neil Banera 493-8261
- background on filling
- floodplain elevation. underside of floor 343.66 m 7.5 m from nat. bdry

② Contact Dave Sones Nov 2 vacation

③ Advise Harold Thomson of our intentions.

④ Check with Indian Affairs about possible sale / transfer of filled foreshore.
Julie Balfour 666-5126

⑤ Check with Bill Fry 387-1848

⑥ Consult with developer's lawyers

387-5757 Fax
for Bill Fry

Conditions
① Survey
② Rent at 8% annually
③ Subject to rezoning
④ Floodplain setbacks
⑤ Consent of Indian Band and/or locatee
⑥ Easement to provide access to crown land.

Survey is unclear

application from
Indian + Northern Affairs

- will take 2 - 3 years

- letter of agreement from Indian Affairs



s.22



ISSUE UPDATE CONFIDENTIAL Section Index # 3.2.4

File #3404417

MINISTRY OF FORESTS & LANDS

DATE: November 20, 1987

ISSUE TITLE: Red Wing Resorts Ltd., Penticton

BASIC ISSUE:

Red Wing is unable to sell several houses constructed as part of a 200 ± unit residential development on the Okanagan River Channel at the north end of Penticton.

BACKGROUND:

Red Wing Resorts Ltd. holds a lease over Indian Reserve Lands on which the development is taking place. Portions of the development were inadvertently constructed outside of the Reserve on Crown foreshore fill over which there is no tenure.

In the meantime, the Ministry of Highways requires a portion of the leased lands to widen Highway #97 next to the development. Dave Kampe, President of Red Wing, is reluctant to release this area to Highways until the encroachment matter has been resolved. The issue becomes more complicated due to the involvement of other levels of government including the Federal Department of Indian Affairs, the Okanagan-Similkameen Regional District, the Ministry of Environment and Parks and the Surveyor General Branch of this Ministry.

RECOMMENDED RESPONSE:

B.C. Lands is confident that the matter can be satisfactorily resolved. However, the likelihood of negotiations with the Federal Government could delay the end result.

APPROVED

(1) REGIONAL/BRANCH MANAGER _____

(2) ASSISTANT DEPUTY MINISTER _____

FORWARD TO OFFICE OF THE PREMIER/MLAs? Yes ___ No ___

(3) DEPUTY MINISTER _____

DIVISION: Lands Operations
NAME: Neil MacLennan
PHONE: 554-3144
LOCATION: Kamloops

Province of British Columbia | Ministry of Forests and Lands

FACSIMILE TRANSMISSION HEADER

DATE	FILE NO.
Nov. 19, 1987	3404417

TO:	FROM:
Sylvia Pang Operations Assistant Lands Operations Ministry of Forests and Lands 4000 Seymour Place, 2nd Floor Victoria, B.C. V8W 3E7	Vic Hamm, Manager Development and Marketing Lands Operations Ministry of Forests and Lands 348 Tranquille Road Kamloops, B.C. V2B 3G6
PHONE NO: 387-1298	FAXCOM NO. 387-6267
PHONE NO. 554-3144	FAXCOM NO. 554-1261

SENT BY:	NO. PAGE TO FOLLOW	DATE	TIME	AUTHORIZED SIGNATURE
Josie	1	Nov. 19,		

MESSAGE:

Re: Minister - Issue Updates

This refers to your memo of November 16, 1987 re Issue Updates.

1. Attached is a new briefing on Red Wing Resorts Ltd. - Penticton - Nov. 19, 1987.

2. Additional updates will be faxed on Nov. 23 as a result of events taking place at this time re Tranquille and Spruce Lake.

3. Please delete the following issues:

~~September 14, 1987 - Westbank Indian Band - Marina on Gellatley Bay~~
May 8, 1987 - Houseboats on Okanagan Lake
May 8, 1987 - Shuswap Lake Houseboating

Thank you.

V. E. Hamm

****
TRANSMISSION REPORT
****

DATE & TIME ; NOV.19 '87 14:51
TRANSMITTER ; LANDS & HOUSING REG OPS KAMLOOPS
RECEIVER ; MOFL_EXECUTIVE

PAGES IN ERROR ; NONE
PAGES TRANSMITTED ; 02 PAGES
DOCUMENT JAM AT ; NONE

...SERVICE OF BC ON TERMINAL CONNECTED TO BLOCK BLOCK --

TYPE/NUMBER: A.. 0L0X4A69 DATE: 97/12/29 TIME: 07:34:35

BC COMPANY

NAME: RED WING RESORTS LTD.

INCORPORATION NO: 0209A469 INCORPORATION DATE: 04 JAN., 1990

DATE OF LAST ANNUAL REPORT: 04 JAN., 1997 ENCUMBRANCES: YES

IN LIQUIDATION: NO IN RECEIVERSHIP: NO REPORTING COMPANY: NO

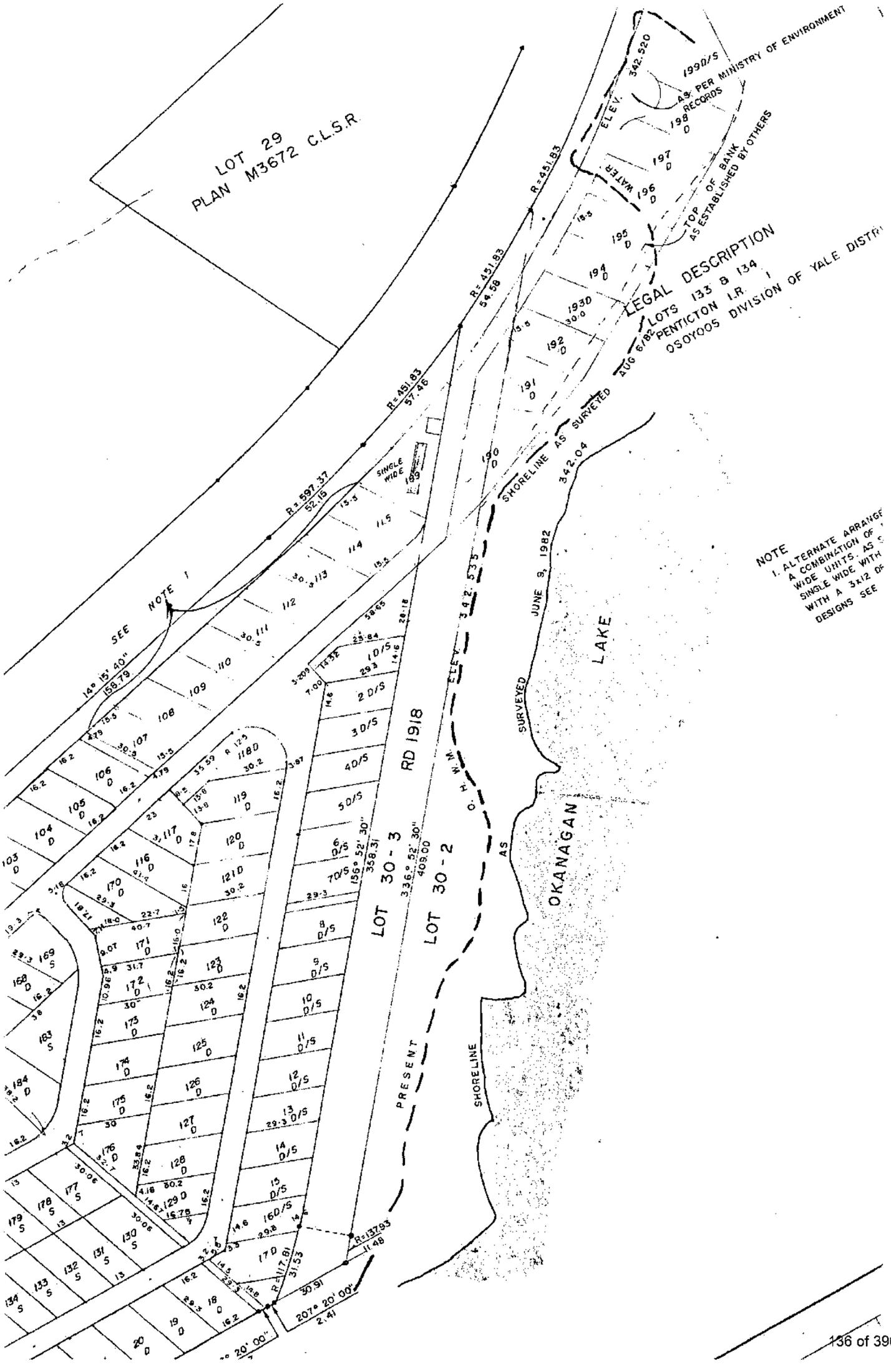
PREVIOUS NAME: 209A469 HOLDINGS LTD.
DATE OF CHANGE: 29 SEPT., 1994

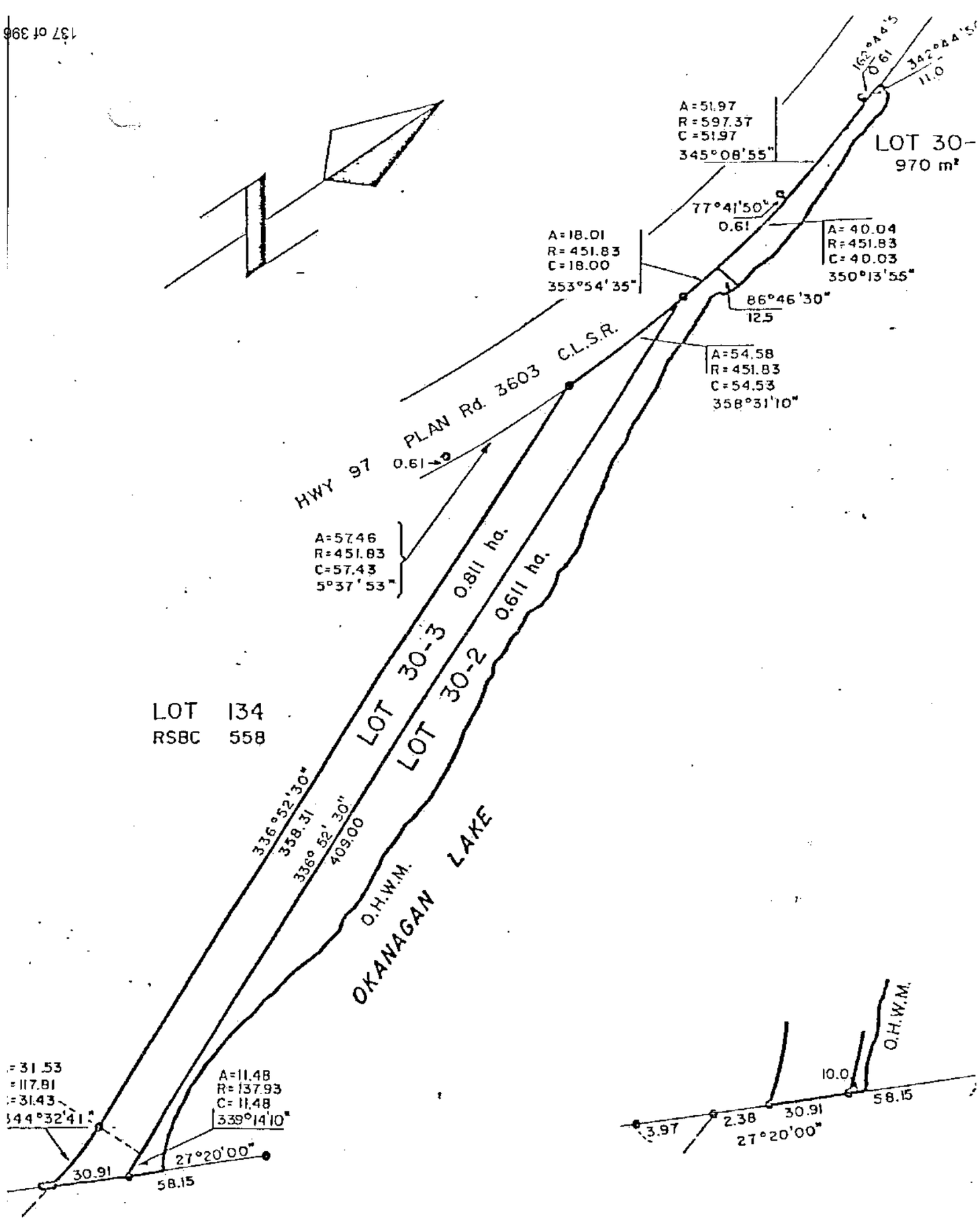
REGISTERED OFFICE: 162 - 166 MAIN STREET,
PENTICTON, B.C.
V2A 5A4

RECORDS OFFICE: 767 OKANAGAN AVENUE EAST,
PENTICTON, B.C.
V2A 3K7

DIRECTOR NAME: DAVID EDWARD KANDE
ADDRESS: 716 OKANAGAN AVENUE EAST,
PENTICTON, B.C.
V2A 3K7

OFFICER NAME: DAVID EDWARD KANDE
POSITION: PRESIDENT/SECRETARY
ADDRESS: 716 OKANAGAN AVENUE EAST,
PENTICTON, B.C.
V2A 3K7


LOT 29
PLAN M3672 C.L.S.R.
LEGAL DESCRIPTION
LOTS 133 & 134
PENTICTON I.R. 1
OSOYOOS DIVISION OF YALE DISTRICT
AUG 6/82
R=451.83
54.58
R=451.83
57.46
R=597.37
52.15
SEE NOTE 1
14° 15' 40"
158.79
SINGLE WIDE
ELEV. 342.520
1990/S
AS PER MINISTRY OF ENVIRONMENT RECORDS
WATER
TOP OF BANK AS ESTABLISHED BY OTHERS
SHORELINE AS SURVEYED
342.04
JUNE 9, 1982
SURVEYED
LAKE
OKANAGAN
ELEV. 342.535
O.H.W.M.
AS
LOT 30 - 3
RD 1918
LOT 30 - 2
136° 52' 30"
358.31
336° 52' 30"
409.00
PRESENT
SHORELINE
R=137.93
11.48
R=117.81
31.53
207° 20' 00"
2.41
NOTE
1. ALTERNATE ARRANGE
A COMBINATION OF
WIDE UNITS AS S
SINGLE WIDE WITH
WITH A 3x12 DE
DESIGNS SEE



Note: Lot 30-3 is the portion of Lot 30 shown as Road on C.L.S.R. plan Rd 1918

PLAN OF LOTS 30-1, 30-2, & 30-3

PENTICTON INDIAN RESERVE Nº 1

Similkameen Division of Yale District

British Columbia

Scale 1:2000

50 0 50 100 Metres

Based on CLSR plan 59976 & RSBC plan 558

● . . . . . Iron Post

R.S.B.C. Nº 763

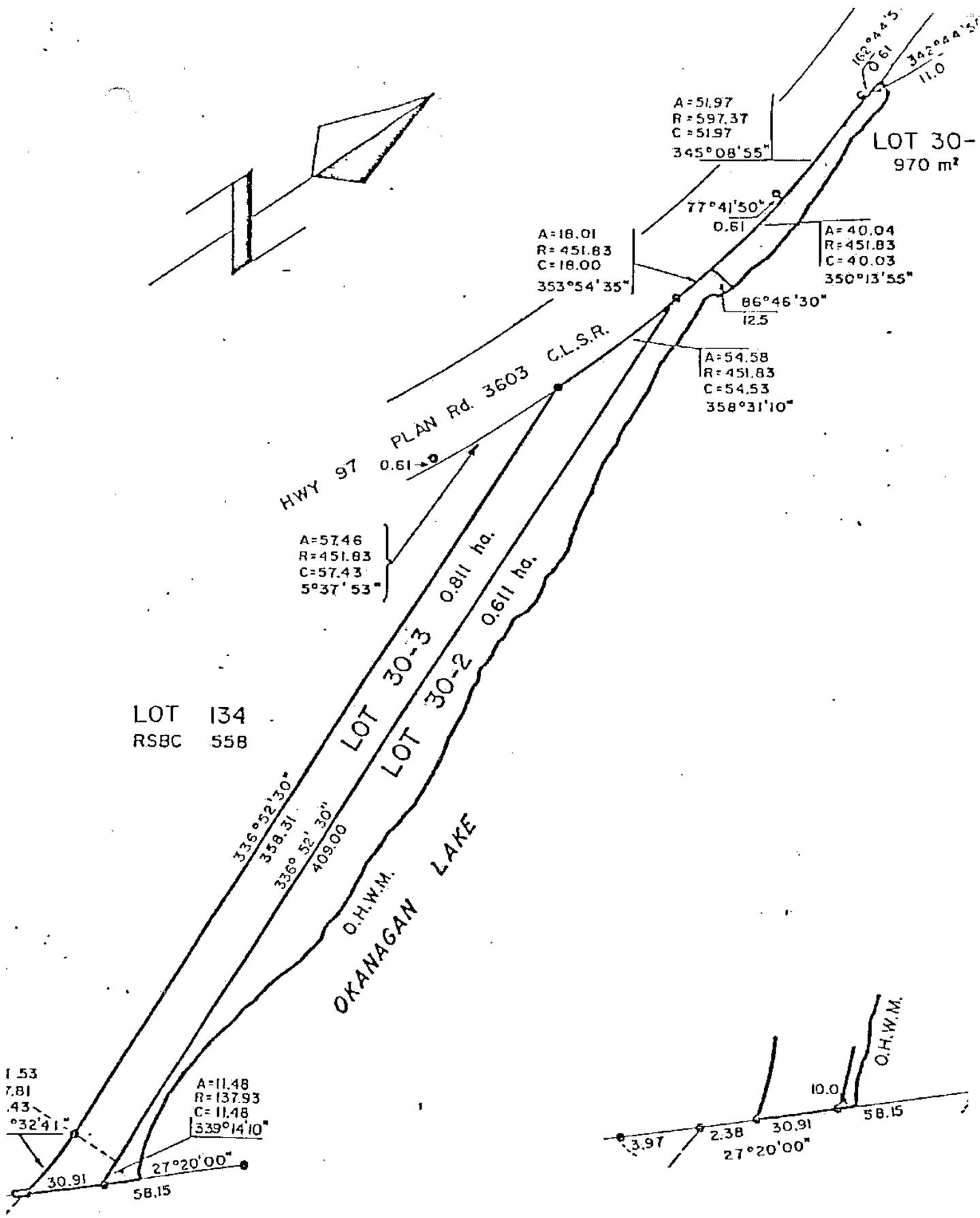
REQUEST Nº 82-49

Approved & Recorded

W. H. Collins B.C.L.S. & C.L.S.

Regional Surveyor

Date 30 June 82



Note: Lot 30-3 is the portion of Lot 30 shown as Road on C.L.S.R. plan Rd 1918

LAN OF LOTS 30-1, 30-2, & 30-3

ENTICTON INDIAN RESERVE Nº 1

nilkameen Division of Yale District

itish Columbia

Scale 1:2000

50 0 50 100 Metres

sed on CLSR plan 59976 & RSBC plan 558

. . . . . Iron Post

R.S.B.C. Nº 763

REQUEST Nº 82-49

Approved & Recorded

W. H. Collins B.C.L.S. & C.L.S.

Regional Surveyor

Date 30 June 82

INDIAN RESERVE No. 1, SHOWING OLD HIGH WATER MARK, PRESENT HIGH WATER MARK, IMPROVEMENTS THEREON AND PROPOSED HIGHWAY WIDENING

~~SCALE 1:1000~~
REDUCED

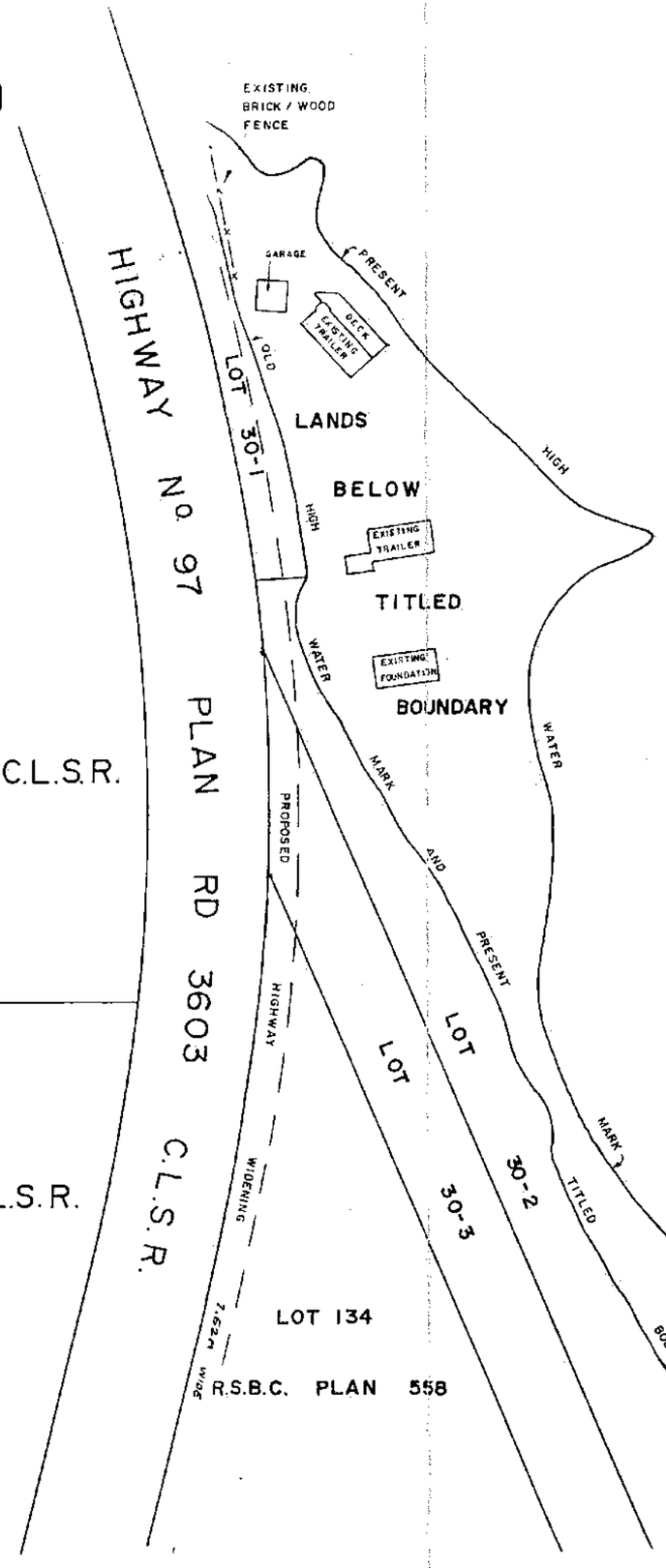


LOT 29

PLAN M3672 C.L.S.R.

LOT 27

PLAN 68395 C.L.S.R.

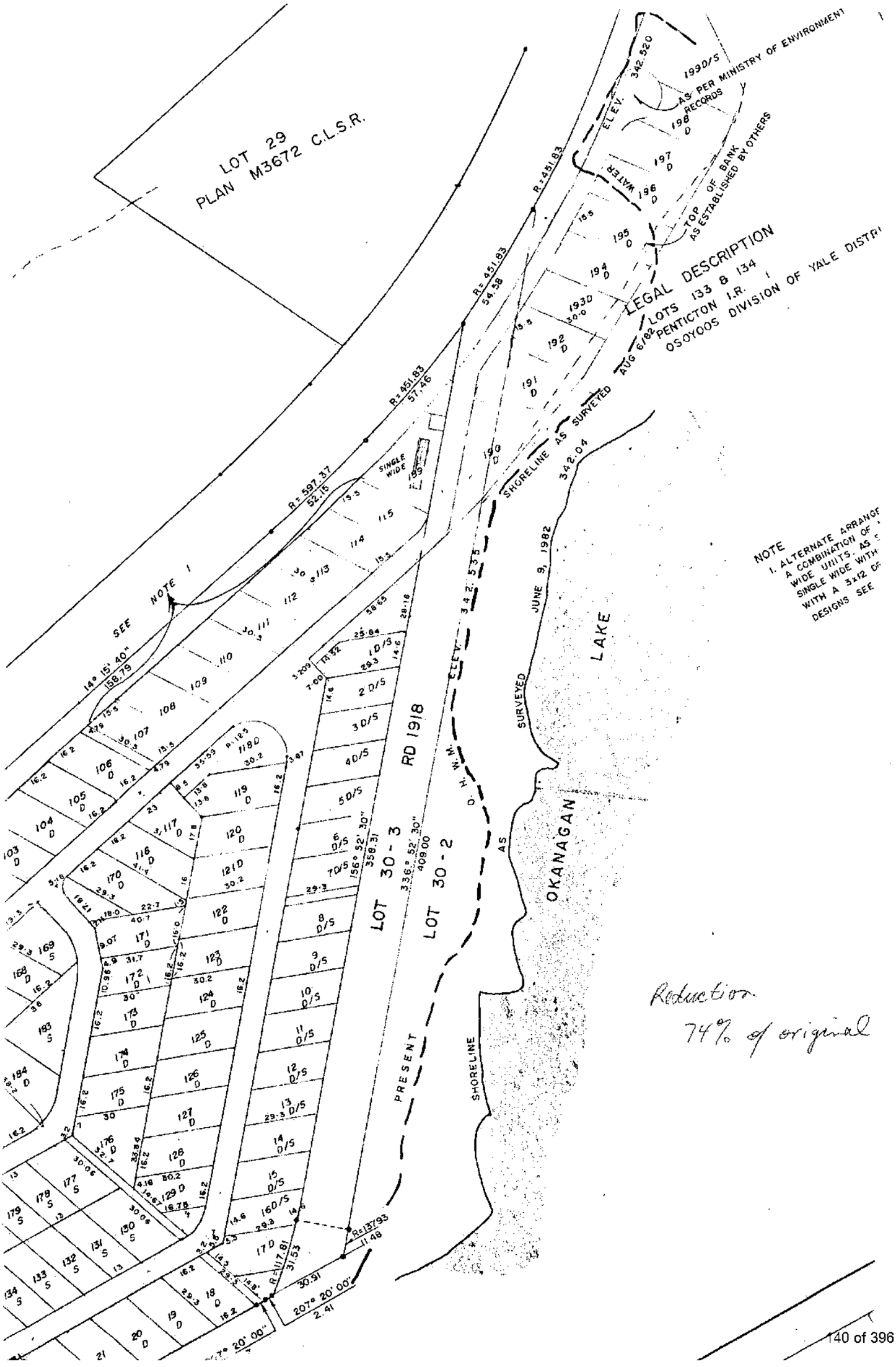


NOTE :

THE UPLAND BEACH HAS BEEN EXTENSIVELY GROOMED AND PREPARED. THE PRESENT HIGH WATER MARK HAS BEEN DETERMINED BY OKANAGAN FLOOD CONTROL FULL POOL ELEVATION OF 342.5 METRES. THIS LEVEL HAS BEEN ASSUMED, FOR THE NATURAL ACTION OF OKANAGAN LAKE HAS HAD INSUFFICENT TIME TO COMPLETE ITS CYCLICAL CHANGE TO DEMARK THE NATURAL HIGH WATER MARK.

STEVEN J. BUZIKIEVICH
B.C. LAND SURVEYOR
54 NANAIMO AVE. E.
PENTICTON, B.C. Phone 492-0559

Recd Oct 87.



Reduction
74% of original

Province of British Columbia

Ministry of Forests and Lands

FACSIMILE TRANSMISSION HEADER

DATE: Nov. 16, 1987

FILE NO.:

TO:
Heather West
Technical Assistant
BRANCH/ REGION/ DISTRICT ADDRESS (MAILING): Surveyor General Branch
Ministry of Forests and Lands
~~3400 Davidson Avenue~~
Victoria, B.C. V8W 3E7

PHONE NO: 387-4461

FAXCOM NO.: 387-1830

FROM:
Neil MacLennan
Land Officer
Lands Operations
Ministry of Forests and Lands
~~348 Tranquille Road~~
Kamloops, B.C. V2B 3G6

PHONE NO.: 554-3144

FAXCOM NO.: 554-1261

SENT BY: Josie

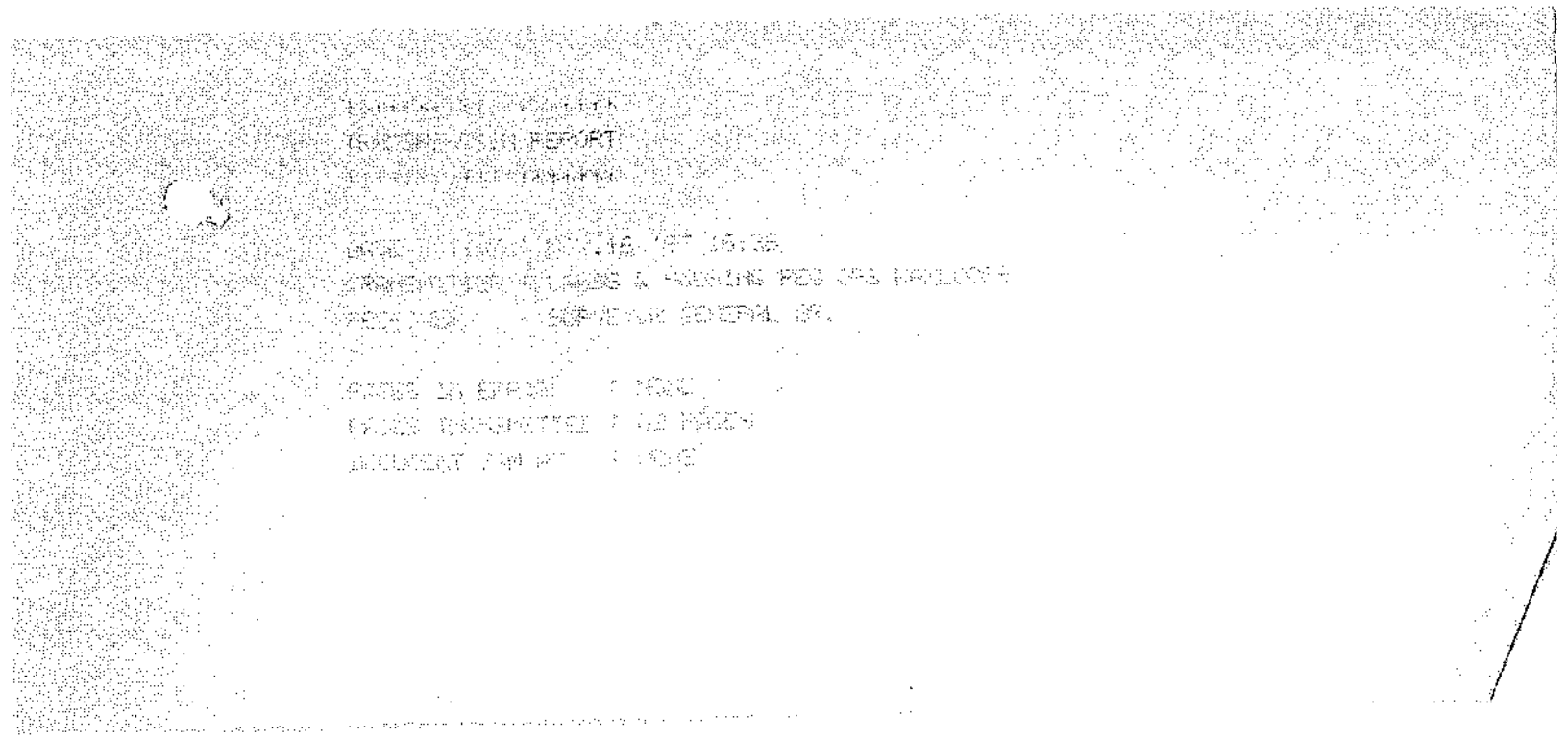
NO. PAGE TO FOLLOW: 2.

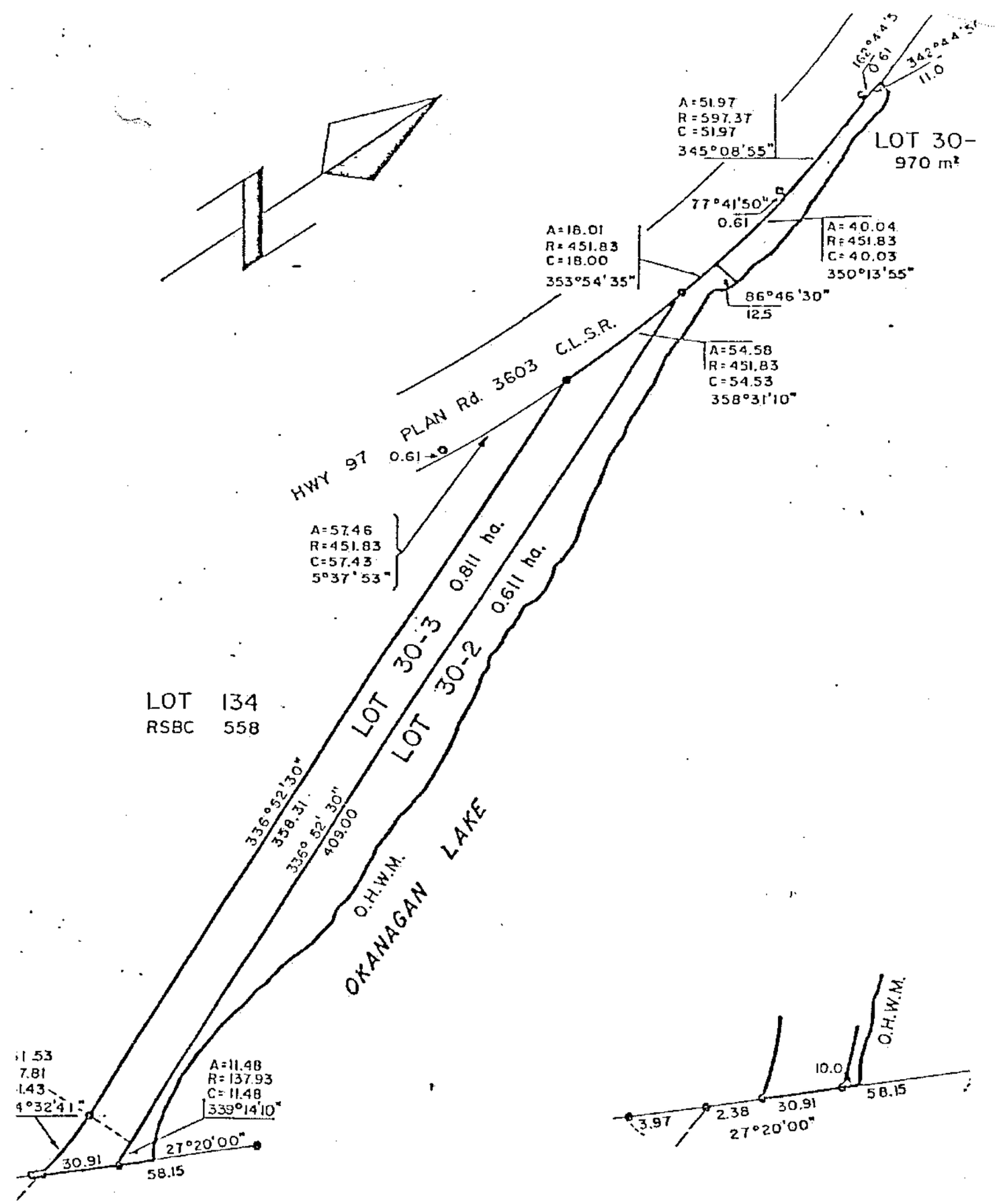
DATE: Nov. 16

TIME: 3:45 p.m.

AUTHORIZED SIGNATURE:

MESSAGE: Penticton Indian Reserve #1





Note: Lot 30-3 is the portion of Lot 30 shown as Road on C.L.S.R. plan Rd 1918

'LAN OF LOTS 30-1, 30-2, & 30-3

ENTICTON INDIAN RESERVE Nº 1

milkameen Division of Yale District

itish Columbia

Scale 1:2000

50 0 50 100 Metres

sed on CLSR plan 59976 & RSBC plan 558

..... Iron Post

R.S.B.C. Nº 763

REQUEST Nº 82-49

Approved & Recorded

W. A. Collins B.C.L.S. & C.L.

Regional Surveyor

Date 30 June 82

****
TRANSMISSION REPORT
****

DATE & TIME : OCT.29 '87 11:17
TRANSMITTER : LANDS & HOUSING REG OPS KAMLOOPS
RECEIVER : MOFLLE/EXUTIVE

PAGES IN ERROR : NONE
PAGES TRANSMITTED : 04 PAGES
DOCUMENT NAME : NONE

Province of British Columbia | Ministry of Forests and Lands

FACSIMILE TRANSMISSION HEADER

DATE:

FILE NO.:

TO: Bill Fry	FROM: Neil MacLennan
BRANCH/ REGION/ DISTRICT ADDRESS (MAILING): Land Policy Branch VICTORIA 6267	Thompson Okanagan Region Kamloops
PHONE NO:	FAXCOM NO.: 387-~~5757~~
	PHONE NO.: 376-2165
	FAXCOM NO.: 554-1261
SENT BY: Brenda Christian	NO. PAGE TO FOLLOW: 3
DATE: Oct 29/87	TIME:
	AUTHORIZED SIGNATURE:

MESSAGE:

Province of British Columbia

Ministry of
Forests and Lands
~~XXXXXXXXXX~~
BC Lands

MEMORANDUM

To: Bill Fry
Land Policy Branch
Victoria

Date: October 29, 1987

Re: Filled Foreshore Fronting Penticton Indian Reserve

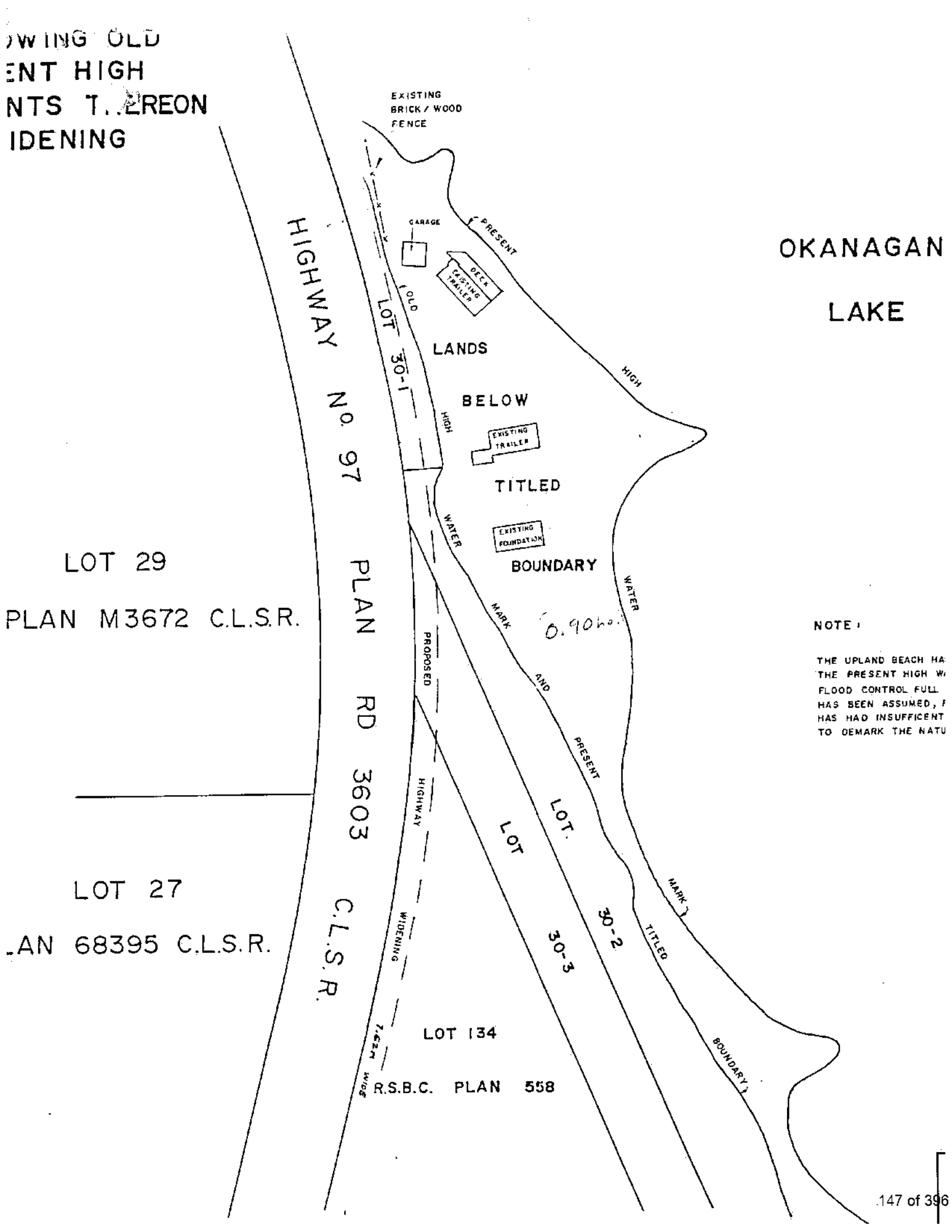
Further to our telephone conversation of October 28, 1987, please find attached a recent plan prepared by S. Buzikievich, BCLS. It shows the various property boundaries and the existing structures on the fill.

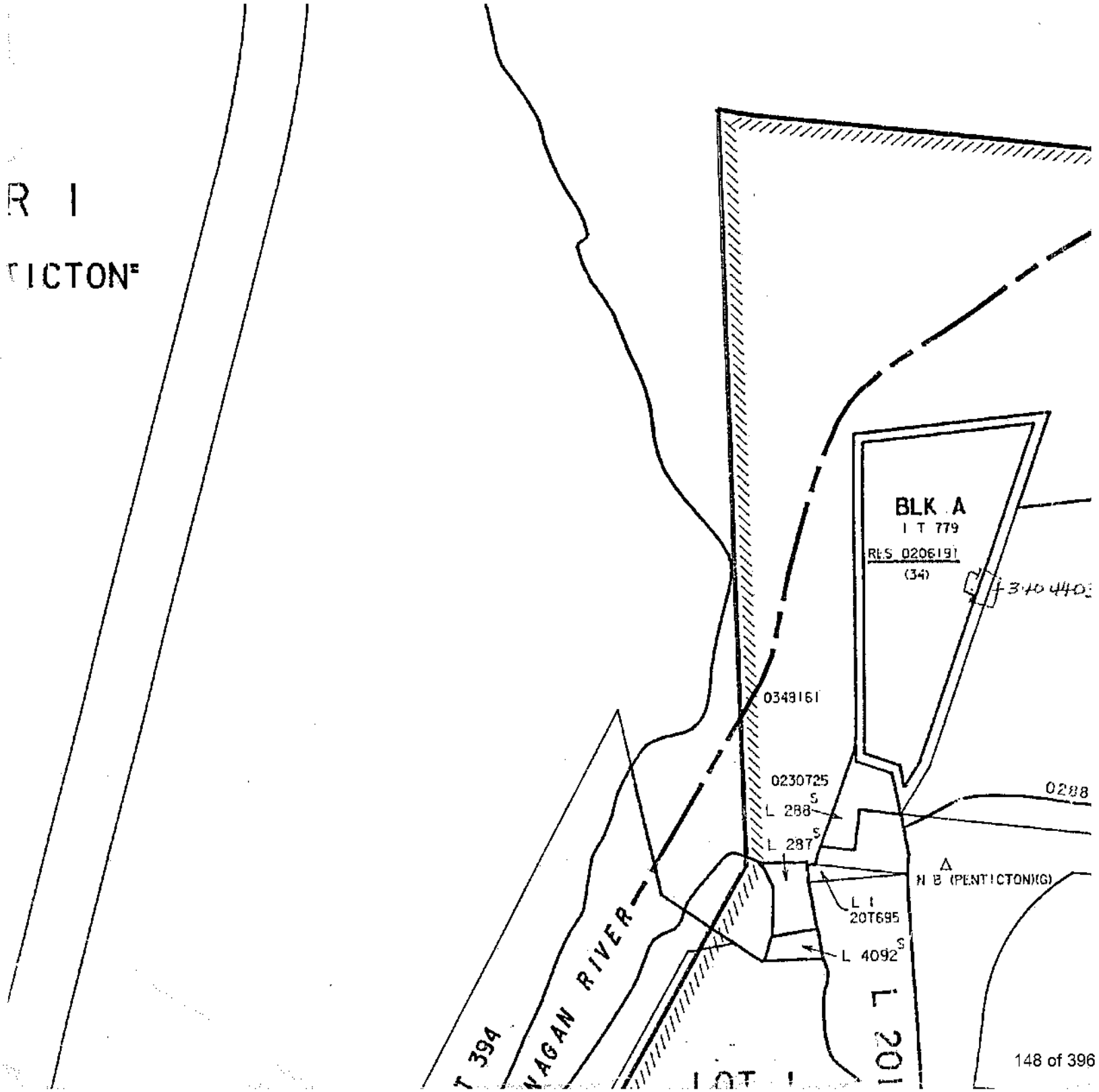
Neil MacLennan

Neil MacLennan
Land Officer
Thompson Okanagan Region
348 Tranquille road
Kamloops, B.C.
V2B 3G6

NM:bc

attachment


OWING OLD
ENT HIGH
NTS THEREON
IDENING
EXISTING
BRICK / WOOD
FENCE
GARAGE
DECK
EXISTING TRAILER
PRESENT
OLD
LOT 30-1
LANDS
BELOW
HIGH
EXISTING TRAILER
TITLED
EXISTING FOUNDATION
BOUNDARY
WATER
MARK
AND
PRESENT
HIGH
WATER
0.90ha
OKANAGAN
LAKE
HIGHWAY No. 97
PLAN RD 3603
C.L.S.R.
LOT 29
PLAN M3672 C.L.S.R.
LOT 27
PLAN 68395 C.L.S.R.
PROPOSED
HIGHWAY
WIDENING
7.62m WIDE
LOT 30-3
LOT 30-2
LOT 134
R.S.B.C. PLAN 558
MARK
TITLED
BOUNDARY
NOTE:
THE UPLAND BEACH HA
THE PRESENT HIGH W
FLOOD CONTROL FULL
HAS BEEN ASSUMED, F
HAS HAD INSUFFICENT
TO DEMARK THE NATU


R I
TICTON
BLK A
I T 779
RLS 0206191
(34)
0348161
0230725
L 288 S
L 287 S
N B (PENTICTON)(G)
L 1
20T695
L 4092 S
NAGAN RIVER
T 394
L 102

FILE NO. 3404417

DATE JUNE 27/90

TIME 2:45

TELEPHONE/OFFICE INQUIRY

CALLING PARTY Richard Thompson PHONE NO. 492-2624
Lawyer for Red Wing

SUBJECT Lease with Pendian Investments Inc.

Mr. Thompson said Red Wing wants to register under lease with Pendian and it to be an L.T.O. wants ±$70,000 property guarantee tax for leases exceeding 30 yrs. He said our lease is 37 yrs 8 mos. Old Phyo was ask to correspond with lessee Red Wing had on other lands. He will try to have D Graham allen of French & allen (Penticton Indian Band lawyer) agree. He will send appropriate request / correspondence sent ~~from~~ to us. & advised if in fact the lease is amended, all 3 copies will need to be amended and a fee will be charged. He agreed with the fee.

ACTION TAKEN

SIGNED Reg.

Date: 90/06/27 TITLE SEARCH PRINT - KAMLOOPS Time: 16:21:43
Requestor: (SC64122) MINISTRY OF CROWN LANDS Page: 001
Title: KD45596

KAMLOOPS LAND TITLE OFFICE TITLE NO: KD45596
FROM TITLE NO:
CROWN GRANT

APPLICATION FOR REGISTRATION RECEIVED ON: 29 MAY, 1990
ENTERED: 29 MAY, 1990

REGISTERED OWNER IN FEE SIMPLE:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTRY OF CROWN LANDS
3400 DAVIDSON AVE
VICTORIA, B.C.
V8V 1X5

DESCRIPTION OF LAND:
PENTICTON ASSESSMENT AREA

PARCEL IDENTIFIER: 016-029-445
DISTRICT LOT 5228 OSOYOOS DIVISION YALE DISTRICT

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE / CHARGE NUMBER	DATE AND TIME OF APPLICATION
UNDERSURFACE RIGHTS	
KD45597	29/05/1990 13:00
REGISTERED OWNER OF CHARGE:	
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA	
REMARKS: SEC 47 LAND ACT SEE KD45596	

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 27, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

FILE NO. 3404417

DATE May 7/90

TIME 10:50

TELEPHONE/OFFICE INQUIRY

CALLING PARTY Richard Thompson PHONE NO. _____

Reg Box (Rogowing Resorts Ltd.

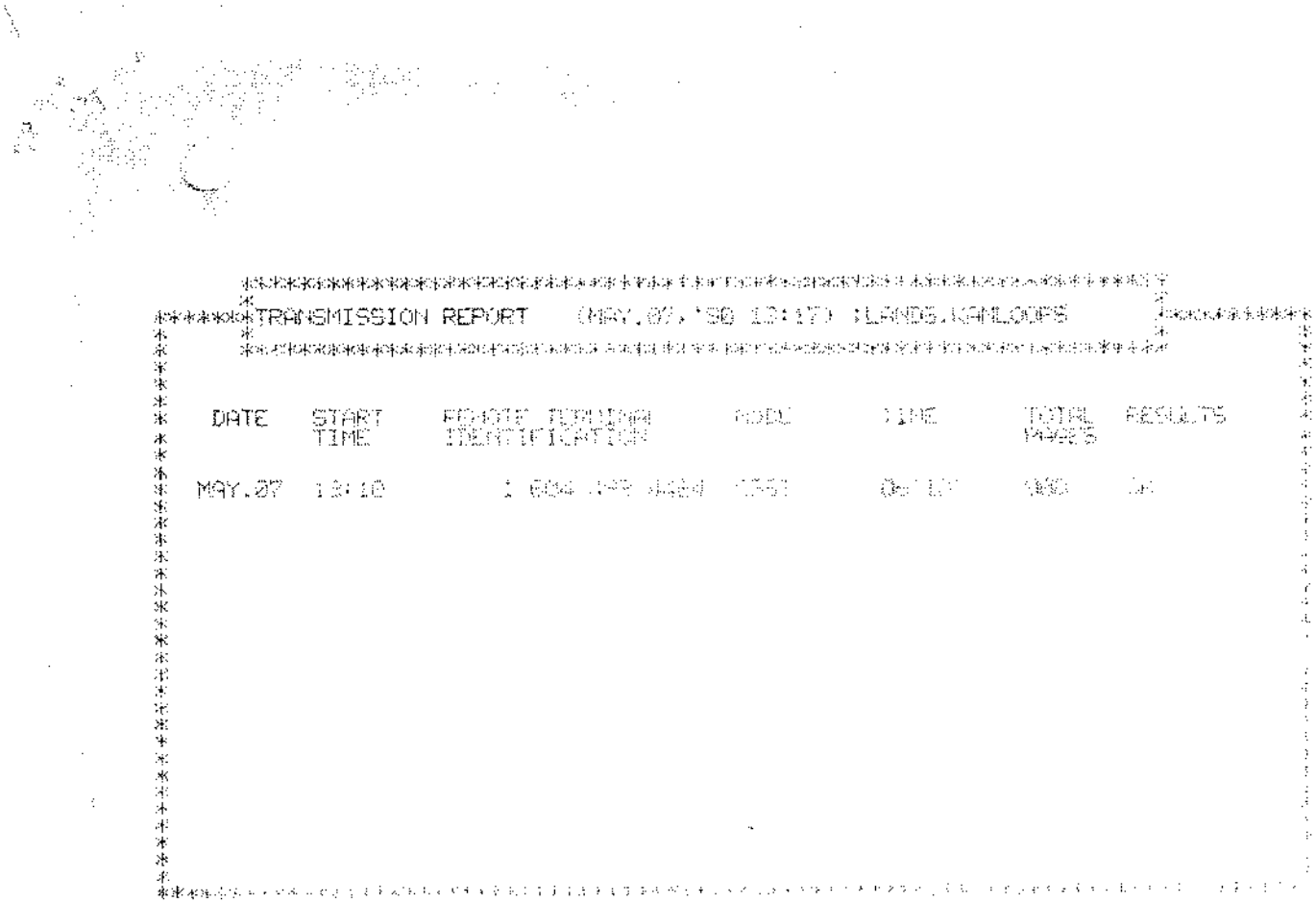
SUBJECT Two expressions contained in lease to Pandan Investments
1.) Will be submitting an application for the wharves
2.) Will upgrap to stabilize natural boundary
is done. Would like to see there under
one inspect

Call Reg Box 492-2626 to set up an appropriate time.

Fax 493-1464

ACTION TAKEN _____

SIGNED _____



TRANSMISSION REPORT (MAY.07,'90 13:17) :LANDS.KAMLOOPS

DATE	START TIME	REMOTE TERMINAL IDENTIFICATION	MODE	LINE	TOTAL PAGES	RESULTS
MAY.07	13:10	1 604 399 4484	1551	ORIG	003	OK

Facsimile Transmission Header

MINISTRY OF CROWN LANDS
478 St. Paul Street, Kamloops, B.C. V2C 2J6
Phone: 828-4800 Fax: 828-4809

E. Scherly
Assistant Senior Examiner

Pages to Follow: 7 **Date:** May 7/90 **Time:** _____

TO: REG.

REDWING RESORTS LTD.

(Fax: 493-4464 **Phone:** _____)

MESSAGE: Attached is a copy of the application form you need to complete for the wharves. Please also attach plan showing the proposed location and size of the wharves. In addition any correspondence you have with Environment re Water Act approval would also help expedite the processing.

Lori S.

Province of British Columbia

Ministry of Crown Lands

APPLICATION FOR CROWN LAND

PLEASE PRINT INDIVIDUAL(S) — PROVIDE NAME(S) IN FULL

*INDICATE JOINT TENANCY OR TENANCY IN COMMON

JOINT TENANTS ☐ TENANTS IN COMMON ☐

OR COMPANY NAME

ADDRESS (*PROVIDE BOTH STREET AND MAILING)

APT NO | STREET NO | STREET | POST OFFICE BOX NUMBER

CITY - TOWN | PROVINCE | POSTAL CODE

HOME TELEPHONE | BUSINESS TELEPHONE | COMPANY INCORPORATION NO | NON-REFUNDABLE APPLICATION FEE ENCLOSED ☐

AGE - 19 YRS OR OVER YES ☐ NO ☐ | CANADIAN CITIZEN YES ☐ NO ☐ | PERMANENT RESIDENT OF CANADA YES ☐ NO ☐ | DATE STAMP

LOCATION OF CROWN LAND | AREA — HECTARES

DESCRIPTION

☐ SURVEYED GIVE LEGAL DESCRIPTION

OR

☐ UNSURVEYED GIVE METES AND BOUNDS DESCRIPTION

ADVERTISING REQUIRED

YES | NO

$50.00 APPLICATION FEE REQUIRED

DATE LAND STAKED AS PER FORM 1

* NOTE 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED

ANY OTHER CROWN LAND HELD BY APPLICANT OR SPOUSE ☐ YES ☐ NO | IF YES STATE TYPE AND TENURE

I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT / SIGNATORY (IF COMPANY)

APPLICANT — SIGNATURE(S)

DATE _____ OCCUPATION (IF INDIVIDUAL(S)) _____

FOR OFFICE USE ONLY

DATE APP. RECD YR. MTH DAY | REGIONAL OFFICE | APPLICATION IS ☐ NEW ☐ REPLACEMENT | FILE NO.

APPLICATION IS ☐ LAND ACT | LAND IS IN PROVINCIAL FOREST YES ☐ NO ☐ PROVINCIAL FOREST | APPLICATION FOR ☐ AQUATIC ☐ OTHER LAND | PRELIMINARY ESTIMATE OF LAND VALUE $

TYPE OF TENURE FOR APPLICATON

☐ LEASE ☐ LICENCE OF OCCUPATION ☐ EASEMENT ☐ RIGHT OF WAY ☐ CROWN GRANT ☐ SECTION 10 PERMIT | REPLACES SUP ☐ YES ☐ NO

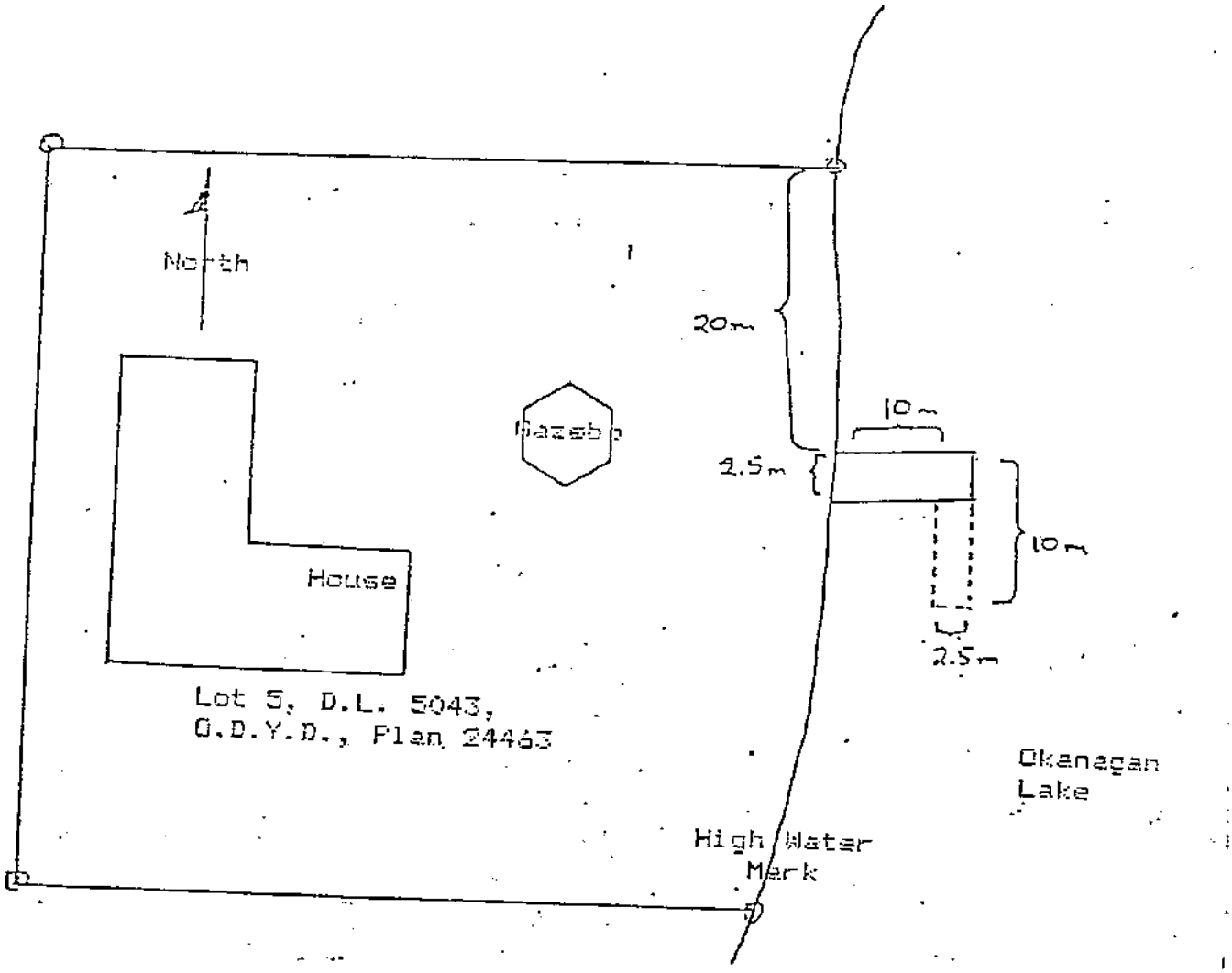
FIELD SERVICES COPY | T.A.S. CODING

L 184 (R1/89)

EXAMPLE ONLY

SKETCH OF EXISTING AND PROPOSED FORESHORE DEVELOPMENT

Scale: 1 cm = 5 m
Existing structures are drawn with solid lines.
Proposed structures are drawn with dotted lines.



EXAMPLE ONLY

All moorage facilities must comply with local government zoning and building regulations.

WHO MAY APPLY?

Applicants must be least 19 years of age and either Candian citizens or permanent residents.

For more information contact the regional land management office nearest you:

CARIBOO
#201, 172 North 2nd Avenue
Williams Lake, B.C.
V2G 1Z6 Phone: 398-4250

LOWER MAINLAND
#210, 4240 Manor Street
Burnaby, B.C.
V5G 1B2 Phone: 660-5500

PEACE
220-9900 100th Avenue
Fort St. John, B.C.
V1J 5S7 Phone: 787-3411

THOMPSON-OKANAGAN
348 Tranquille Road
Kamloops, B.C.
V2B 3G6 Phone: 554-3144

KOOTENAY
828A Baker Street
Cranbrook, B.C.
V1C 1A2 Phone: 426-1414

OMINECA
1011 4th Avenue
Prince George, B.C.
V2L 3H9 Phone: 565-6245

SKEENA
3726 Alfred Avenue
Smithers, B.C.
V0J 2N0 Phone: 847-7334

VANCOUVER ISLAND
851 Yates Street
Victoria, B.C.
V8W 1M1 Phone: 387-5011

TRESPASS

There is no automatic right to develop foreshore in front of private land. Unauthorized use of the foreshore is a form of trespass and subject to penalties.

To avoid trespass difficulties, you are urged to consult with the Ministry's regional staff before contemplating any development of the foreshore.

MAKING APPLICATION FOR FORESHORE TENURE

If you are planning any project which requires use of the foreshore, talk it over with us first. Ministry approval is required before you locate any improvements such as landfill, pilings, docks, retaining walls or groins, on Crown foreshore. Our field staff in each regional office has the expertise to advise you, and to assist you where an application is required.

By involving other government agencies, the ministry seeks to ensure that the proposed development is compatible with the environment and adjacent land uses.

TO UPLAND WATERFRONT OWNERS

If you own waterfront property, there are certain common law rights associated with your ownership. Known as "riparian" or "littoral" rights, these include the following:

- Your right of access to and from the water from every point along your waterfront property.
- Your right to protect your property from erosion. Protective works must be constructed entirely on your own land. In freshwater, estuary or marine environments, works built in or adjacent to the water may require approvals by different agencies, depending on the location.
- Your right to acquire land that may build up in front of your property through natural processes, if it is deemed to be an accretion by Ministry staff.

LOCAL TAXES

If you hold a tenure on Crown foreshore, you will be required to pay property taxes to the local taxing authority in addition to fees to the Ministry for use of the area.

FOR MORE INFORMATION CONTACT THE B.C. LANDS REGIONAL OFFICE NEAREST YOU:

CARIBOO
#201, 172 North 2nd Avenue
Williams Lake, B.C.
V2G 1Z6 Phone: 398-4250

LOWER MAINLAND
#210, 4240 Manor Street
Burnaby, B.C.
V5G 1B2 Phone: 660-5500

PEACE
#220 - 9900 100th Avenue
Fort St. John, B.C.
V1J 5S7 Phone: 787-3411

THOMPSON-OKANAGAN
478 St. Paul Street
Kamloops, B.C.
V2C 2J6 Phone: 828-4800

KOOTENAY
828A Baker Street
Cranbrook, B.C.
V1C 1A2 Phone: 426-1414

OMINECA
#308 -1011 4th Avenue
Prince George, B.C.
V2L 3H9 Phone: 565-6245

SKEENA
3726 Alfred Avenue
Smithers, B.C.
V0J 2N0 Phone: 847-7334

VANCOUVER ISLAND
851 Yates Street
Victoria, B.C.
V8W 3E7 Phone: 387-5011

Note to File 340447

Lease has not as yet been entered on the computer. dh: 333803

→ (N) apf o/s N.M. & cancel

Please pass file back to Marsha for entry of Lease when accounts entry has been completed

Tenure status chg "ca lease" 333803" to ce Lee S.

FS ENT'D JUN 15 1990

This tenure # 333803 was mistakenly cancelled when CG was issued - placing title to property in Land's name.

Thanks. Nelson.

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800

Our File: 34004417
Your File: WA 7461

June 14, 1990

Kinsman & Company
Barristers & Solicitors
Box 40
Penticton, B.C.
V2A 6J9

Attention: Richard P. Thompson

Dear Mr. Thompson:

Reference is made to your visit to our office on June 8, 1990 concerning Lease No. 333803 issued to Pendian Investments Ltd.

This letter is a draft consent by the Ministry to the various sub-leases and sub-sub leases as required by the Land Title Office. A final letter will be forwarded when you supply us with the necessary details concerning plan numbers and dates of sub-sub leases.

We hereby confirm our consent to the sub-lease between Pendian Investments Ltd. and Red Wing Resorts Ltd. dated October 20, 1989 and the sub-sub-leases as shown as Lease Areas 1-8 on Plan _____ and Lease Areas 1-2 on Plan _____ all of which are dated _____.

When the above information is finalized we will supply you with a final copy of a letter of consent.

Yours truly,

Reg Bose, Manager
Land Administration

RB/ES/wj

Recycled Paper

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800

Our File: 3404417
Your File: WA 7461

June 7, 1990

Kinsman & Company
Barristers and Solicitors
Box 40
Penticton, B.C.
V2A 6J9

Attention: Richard P. Thompson

Dear Mr. Thompson:

Reference is made to our telephone conversation of June 5, 1990 concerning Lease No. 333803 issued to Pendian Investments Ltd. and subleased to Red Wing Resorts Ltd.

As I indicated in our telephone conversation the title over District Lot 5228, Osoyoos Division of Yale District has now been raised under Title No. KD 45596. It will now be in order for you to proceed with registration of the lease. Please ensure the new legal description schedule I sent you on May 8, 1990 is attached to the lease to replace the existing schedule before registration takes place.

I also noted after we talked that it will probably be necessary for this office to sign a Form C or D as required under the recent changes to the Land Title Act.

Please have your local agent contact this office and we will arrange for the necessary signatures.

Yours truly,

E. Scherly,
Acting Senior Examiner

ES/wj

Province of British Columbia

Ministry of Crown Lands

Legal Description Schedule

Lea No. 333803 | FILE No. 3404417

1.1 Legal Description

District Lot 5228, Osoyoos Division of Yale District

1.2 Sketch Plan

N/A

Date: 90/06/05 TITLE SEARCH PRINT - KAMLOOPS Time: 11:07:56
Requestor: (SC82437) MINISTRY OF CROWN LANDS Page: 001
Title: KD45596

KAMLOOPS LAND TITLE OFFICE TITLE NO: KD45596
FROM TITLE NO:
CROWN GRANT

APPLICATION FOR REGISTRATION RECEIVED ON: 22 MAY, 1920
ENTERED: 29 MAY, 1990

REGISTERED OWNER IN FEE SIMPLE:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTRY OF CROWN LANDS
3400 DAVIDSON AVE
VICTORIA, B.C.
V8V 1X5

DESCRIPTION OF LAND:
PENTICTON ASSESSMENT AREA

PARCEL IDENTIFIER: 016-029-445
DISTRICT LOT 5228 OSOYOOS DIVISION YALE DISTRICT

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:
NATURE OF CHARGE
CHARGE NUMBER DATE AND TIME OF APPLICATION

UNDERSURFACE RIGHTS
KD45597 29/05/1990 13:00
REGISTERED OWNER OF CHARGE:
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
REMARKS: SEC 47 LAND ACT SEE KD45596

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 27, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

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

Province of
British Columbia

Ministry of
Crown Lands

Mailing address:
Surveyor General Branch
Parliament Buildings
Victoria, B.C. V8V 1X5
Office location:
3400 Davidson Avenue
Victoria, B.C.
Telephone: (604) 387-4461
Fax: (604) 387-1830

NOT WITHIN AGRICULTURAL LAND RESERVE

OUR FILE 3404417

MAY 28 1990

Her Majesty the Queen in right of
the Province of British Columbia
as represented by the Ministry of Crown Lands
3400 Davidson Avenue
Victoria, British Columbia V8V 1X5

Dear Madam:

As of the date identified above, the Crown Grant described below has been forwarded to the Land Title Office, 114, 455 Columbia Street, Kamloops, British Columbia V2C 6K4 for registration.

By producing a copy of this letter, by mail or in person, the Land Title Office noted above will be authorized to furnish you with a State of Title Certificate supplied free of charge. Where the grantee requires a duplicate Certificate of Title, consult the reverse of this letter for a statement of the appropriate terms and conditions.

Crown Grant No.: 8390/1254 Crown Grant Date: May 25, 1990

Grantee(s): HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Description: District Lot 5228, Osoyoos Division of Yale District

Location: Penticton Containing 1.5990 hectares

Assessment District: Penticton PIN No.: 014547330

N.T.S.: 082E12B B.C.G.S.: R082E052

for Surveyor General
and Director

ALC:pd
bcgeu

cc: B. C. Assessment Authority, Penticton
John Thompson, Regional Director, Thompson-Okanagan Region
Land Title Office, Kamloops
Timber Marks, Timber Harvesting Branch, Ministry of Forests
Crown Land Registry Audit, Surveyor General Branch

title raised in Crown's name for lease registration purposes

Kinsman & Company

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J8
TELECOPIER (604) 493-5825

REPLY ATTN Richard P. Thompson

OUR FILE WA-7461

YOUR FILE 3404417

P. S. Mott
M. J. R. Rose
M. F. Smith*
R. W. Rutherford
R. P. Thompson
J. D. Thomas*
C. M. Ferguson-Davie
J. H. Pennington

*ALSO LICENSED TO PRACTISE IN ALBERTA

SUITE 100
165 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-0524

TELECOPIER COVER SHEET

DATE: May 11, 1988

TO: Ministry of Crown Lands
Attn: E. Schaerer, Acting Senior Development Officer

TELECOPIER PHONE NUMBER: 1-828-4000

FROM: Richard P. Thompson, Esq.
KINSMAN & COMPANY, Barristers and Solicitors
#100 - 165 Main Street, Penticton, B.C. V2A 5M1

TELECOPIER PHONE NUMBER: (604) 493 - 5825

COMMENTS:

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: 3

TRANSMITTING FROM A XEROX MODEL 7020 TELECOPIER

OPERATOR: Linda

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL BACK AS SOON AS POSSIBLE. TELEPHONE NUMBER: (604) 492-3629

LH2/s/cd

Kinsman & Company BARRISTERS-AT-LAW SOLICITORS NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J9
TELECOPIER (604) 492-0520

P. S. Mott
M. J. R. Ross
M. F. Smith*
R. W. Rutherford
R. P. Thompson
J. D. Thomas*
C. M. Ferguson-Davie
C. L. Albas*
*ALSO LICENSED FOR TRIAL WORK IN ALBERTA

186 MAIN STREET
PENTICTON, B.C.
TELEPHONE (604) 492-0524

REPLY ATTN Richard P. Thompson

OUR FILE WA - 7461

YOUR FILE 3404417

May 17, 1990

VIA TELECOPIER

Ministry of Crown Lands
Thompson-Okanagan Region
478 St. Paul Street
KAMLOOPS, BC
V2C 2J6

ATTENTION: E. Scherly, Acting Senior Examiner

Gentlemen:

Re: Red Wing Resorts Ltd. - Penticton Indian Reserve No. 1

We acknowledge with thanks your letter dated May 8, 1990 with enclosure.

Further to the conversation between the writer and your Mr. Scherly on Tuesday, May 15, 1990 we confirm that we have not had a reply from you regarding the new legal description. Since there is urgency to this matter, we would most appreciate if you could bring us up to date at your earliest convenience.

Yours faithfully,

KINSMAN & COMPANY

Per:

Richard P. Thompson

coal/n1/nwh

CROWN LAND ACCOUNT
PROJECT PLAN AND BUDGET

REGION:3 PROJECT NO:213 NAME:REDWING

ELECT DIST.	:05	CHARGE CD.	:5	DATES: START	:1990-04-01
REG. DIST.	:01	PURPOSE	:03	END	:1993-04-01
CLASS	:R	SUB PURPOSE	:02	TOTAL LOTS	: 1
TYPE	:M	MANAGED BY:		APPROVAL:	
SUBTYPE	:12	USER	:NMACLEN	USER	:
LA CLIENT	:	REGION	:3	ORGNL DATE	:0001-01-01
STATUS	:I			LAST DATE	:0001-01-01
LOCATION	:PENTICTON			REVIEWED BY	:
				REVIEW DATE	:1991-10-31

DESCRIPTION :TRANSFER OF FILLED FORESHORE FRONTING INDIAN RESERVE TO FEDERAL GOVERNMENT AT CURRENT MARKET VALUE

BENEFITS :REVENUE TO PROVINCE AND ADMINISTRATIVE SIMPLIFICATION

COMMENTS

BUSINESS PLAN PRO FORMA ($ 00)

	ACTUAL PRV YRS	BUDGET PRV YRS	YEAR 1 90/91	YEAR 2 91/92	YEAR 3 92/93	YEAR 4 93/94	BUDGET RMDR
REVENUE:							
C401 LAND SALE REVENUE	0	0	0	750	0	0	0
TOTAL REVENUE:	0	0	0	750	0	0	0
EXPENSE:							
C541 APPRAISAL	0	0	50	0	0	0	0
TOTAL EXPENSE	0	0	50	0	0	0	0
NET CASH:	0	0	50-	750	0	0	0

FILES :

RECOMMENDED:

MGR DEVELOPMENT & MARKETING ... DATE: 90-04-10

MGR FINANCE & ADMINISTRATION ... DATE: 90.04.18

APPROVED:

REGIONAL DIRECTOR ... DATE:

... DATE:

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800

File: 3404417
Your File: WA-7461

May 8, 1990

Redwing Resort Ltd.
C/O Kinsman and Company
100 - 166 Main Street,
Box 40
Penticton, B. C.
V2A 6J9

Attention: Richard P. Thompson

Dear Mr. Thompson:

Reference is made to our telephone conversation of May 7, 1990 concerning Lease No. 333803 issued to Pendian Investments.

Enclosed is the new legal description schedule to be inserted in the Lease document as per Article 1.3 of the Special Proviso Schedule of the agreement. As I indicated, I will advise you by phone when a title has been raised in the name of the Crown.

If you require any further information please do not hesitate to contact me.

Yours truly,

E. Scherly
Acting Senior Examiner

ES/mo

ENCLOSURE

C.C. Director Land Records, Victoria

Province of British Columbia

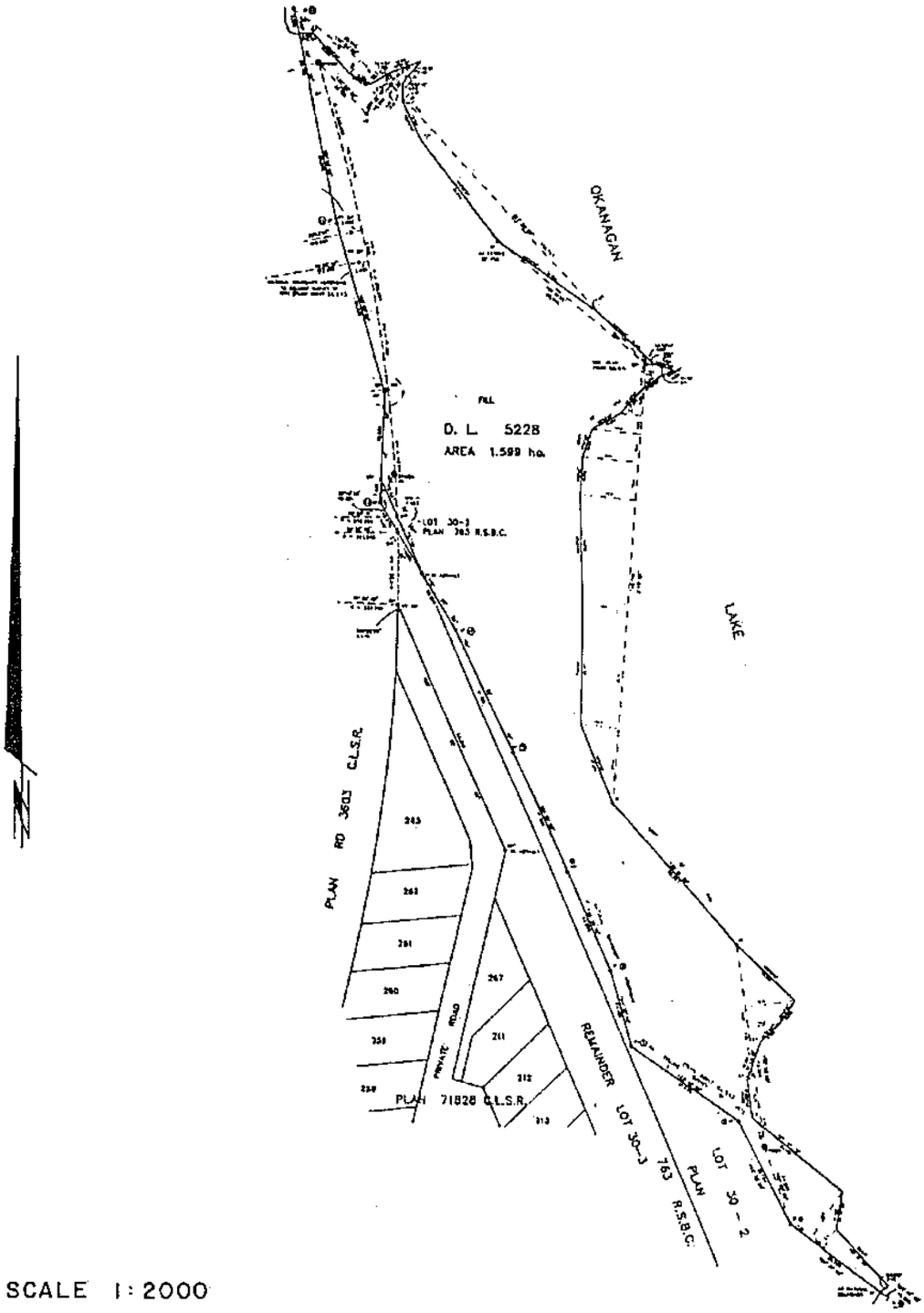
Ministry of Crown Lands

Legal Description Schedule

No. | FILE No.

1.1 Legal Description

1.2 Sketch Plan



SCALE 1:2000

COMPILED FROM OFFICIAL PLAN 14T1492

Province of
British Columbia

Ministry of
Crown Lands

Mailing address:
Surveyor General Branch
Parliament Buildings
Victoria, B.C. V8V 1X5
Office location:
3400 Davidson Avenue
Victoria, B.C.
Telephone: (604) 387-4461
Fax: (604) 387-1830

OUR FILE 3404417

Your File: 89-279-1
Job No.: 1893626
Plan No.: 14 T 1492
Reply to: P. Zimmerman

90-04-24

Steven J. Buzikievich
British Columbia Land Surveyor
54 Nanaimo Avenue East
Penticton, B. C.
V2A 1L9

Dear Sir:

Re: Survey Plan of District Lot 5228, Osoyoos Division of Yale District

Your survey returns have been examined and accepted by this office.

The survey has been confirmed and dated April 24, 1990.

Yours sincerely,

for C. Bennett
Manager
Survey Control Section

EEP:pb
bcgeu

cc: Regional Director, Thompson-Okanagan Region
Pendian Investments Inc., c/o Kinsman & Company,
Box 40, Penticton, B. C. V2A 6J9
Attention: Richard P. Thompson
Mr. D. K. Nielsen, B. C. Land Surveyor,
Energy, Mines & Resources Canada, Legal Surveys Division,
800, 1550 Alberni Street, Vancouver, B. C. V6G 3C6

PIN # 014547330

3404417

Steven J. Buzikievich
BRITISH COLUMBIA LAND SURVEYOR

54 Nanaimo Ave. E.
Penticton, B.C.
V2A 1L9
Phone (604) 492-0559

OUR FILE NO. 89-279-1

YOUR FILE NO. _____

S.J. BUZIKIEVICH, B.C.L.S.

RECEIVED
ON MAR 13 1990
MINISTRY OF
CROWN LANDS

March 9th, 1990

Ministry of Crown Lands
Thompson - Okanagan Region
478 St. Paul Street
Kamloops, B.C.
V2C 2T6

Attention: Neil McLeannan

Dear Sir:

RE: REDWING RESORTS

Please find enclosed one paper print of a preliminary plan of survey of D.L. 5228. Shortly we will be completing a Lease plan which shall show existing building locations. If you feel one of these plans will be of use to you, please advise us and we shall forward you a copy when completed.

Yours truly,

Steven J. Buzikievich
B.C.L.S.

Encl. 1

Province of
British Columbia

Ministry of
Crown Lands

Mailing address:
Surveyor General Branch
Parliament Buildings
Victoria, B.C. V8V 1X5
Office location:
3400 Davidson Avenue
Victoria, B.C.
Telephone: (604) 387-4461
Fax: (604) 387-1830

OUR FILE 3404417

Your File: 89-279-1
Job No.: 1893626
Plan No.: 14 T 1492
Reply to: P. Zimmerman

90-04-24

Steven J. Buzikievich
British Columbia Land Surveyor
54 Nanaimo Avenue East
Penticton, B. C.
V2A 1L9

Dear Sir:

Re: Survey Plan of District Lot 5228, Osoyoos Division of Yale District

Your survey returns have been examined and accepted by this office.

The survey has been confirmed and dated April 24, 1990.

Yours sincerely,

for C. Bennett
Manager
Survey Control Section

EEP:pb
bcgeu

cc: Regional Director, Thompson-Okanagan Region
Pendian Investments Inc., c/o Kinsman & Company,
Box 40, Penticton, B. C. V2A 6J9
Attention: Richard P. Thompson
Mr. D. K. Nielsen, B. C. Land Surveyor,
Energy, Mines & Resources Canada, Legal Surveys Division,
800, 1550 Alberni Street, Vancouver, B. C. V6G 3C6

PIN # 014547330

SURVEY PROGRESS SHEET

Lease or RW ☑ 3404417 File Number

TAC or Crown Grant ☐ 1893626 Job Number

14T1492

Legal Description	PIN	Latitude	Longitude
D.L. 5228, O.D.Y.D.	014 547 330	49° 30' 23"	119° 36' 47"

	DATE RECEIVED	DATE COMPLETED	TIME PREPARE	TIME ISSUE
1. SURVEY INSTRUCTIONS	89/12/06	89-12-12	2.5	0.50
2. PLAN CHECK		90.04.05	21.75	
3. PLAN FINAL	90.04.17	90-04-25	3.00	
4. CROWN GRANT				
5. LEASE	90.04.25	90.04.26	1	

Item No.	
1	
2	
3	
4	
5	

S. J. BUZIKIEVICH, B.C.L.S.

Steven J. Buzikievich
BRITISH COLUMBIA LAND SURVEYOR

54 Nanaimo Ave. E.
Penticton, B.C.
V2A 1L9
Phone (604) 492-0559
Fax (604) 492-9851

OUR FILE NO. 89-279-1

YOUR FILE NO. .....

April 11th, 1990

MINISTRY OF
CROWN LANDS

APR 17 1990

SURVEYOR GENERAL BRANCH
VICTORIA, B.C.

Surveyor Generals Branch
Ministry of Crown Lands
3400 Davidson Avenue
Victoria, B.C.
V8V 1X5

3126247

Attention: Mr. Pat Ringwood, B.C.L.S.

Dear Sir:

RE: SURVEY PLAN OF D.L. 5228
REDWING RESORTS

Please find enclosed the original mylar and two paper prints of the above noted survey. The changes requested by Mr. Zimmerman in your office have been completed. I have also enclosed a closure sheet for the subject lot. The point of commencement is at the most northwesterly corner of D.L. 5228.

On behalf of my client I have also enclosed my cheque #306 for the sum of $250.00 RL being the plan examination fee.

I trust all to be in order.

Yours truly,

Steven J. Buzikievich
B.C.L.S.

Encl. 5

PETER

340417 14T1492

- CENTROIDS ON BLUE SHEET

- CLOSURE IS ~~1.88~~ 1.899 332°36'22"
(2 DISTANCE ARE DIFFERENT FROM COLLINS' SURVEY OF 1972
~~or~~ #11 TO #12 AND #9 TO #10 (#13 TO #14 ALSO DIFFERS BY ABOUT 0.03 m.)

- THE AREA YOU MARKED AS ACCRETION IS ACTUALLY ADDITIONAL FILL THAT HAS BEEN PLACED SINCE THE INSTRUCTION SKETCH WAS MADE, I GUESS.

- LIMIT OF FILL IS TO BE SHOWN BY STRAIGHT LINES BETWEEN HIS OFFSET POINTS FROM HIS TRAVERSE LINE. (HE MAY NEED TO ADD A FEW OFFSETS).
IT WOULD BE NICE IF HE COULD SHOW A BRG. + DIST. FOR EACH LINE, BUT WE WON'T INSIST.
- POSTING IS ADEQUATE K.U.H.

DISCUSSED WITH P.R. 90-04-06

LAND ACT CHECK LIST

Plan & Tube No. 14T1492 Revised: 1989-08-30
Examiner P. Zimmerman File No. 3404417
Surveyor Steven J. Buzikievich Job No. 1893626

- [ ] Notice to pay contract
- [x] Has $250 instruction/examination fee been paid ($100 if letter of allowance issued before Dec. 1, 1987)
- [x] Area surveyed conforms to survey instructions on file
- [x] Title describes all parcels and land district
- [x] Primary parcels referred to as "District Lot", not "Lot"
- [x] B.C.G.S. correct and noted below title
- [x] Allowable metric scale
- [x] Bar scale and metric notation on plan
- [x] Bearing derivation and reference
- [x] Surveyor's oath
- [x] North Arrow
- [x] Plotting to scale and drafting legible
- [x] Surveyed area outlined with 1 to 1.5 mm black line or red wash, including all enlargements
- [x] Standard plan size
- [x] Closures – all possible closures verified by calulation or comparison with computer tapes submitted by surveyor
- [ ] Radius and arc length of each curve
- [x] Areas correct and shown to 4 significant figures (sq.m if < 0.1 ha)
- [x] District lot or section shown on face of plan with solid lettering
- [x] Lot and section boundaries shown with solid lines
- [x] Descriptions (with LTO plan numbers) of all adjoining lots are shown
- [x] Topography and/or cultural detail shown where clarity permits

Monumentation:

- [x] Sufficient ties to previous surveys
- [x] District lots or sections quartered according to Land Survey Act
- [ ] District lot or section corners replaced with capped monuments on retraced boundaries
- [x] Posting at all corners, bends and curves
- [x] Standard post symbols and descriptions
- [x] Cap sketches for all capped monuments, markings correct

Water features:

- [ ] Present natural boundary labelled and ties shown
- [x] Bodies of water named
- [ ] Creeks plotted on the plan
- [ ] Width, depth, flow direction and dimension along lot boundary to centre of creek
- [ ] Areas excluded, where required.

Foreshore lots:

- [x] Fill labelled and area shown
- [x] Upland title boundary shown as well as present natural boundary

Roads:

- [ ] Labelled as "ROAD", not "ROAD ALLOWANCE"
- [ ] Name, width, whither & whence, and dimension along lot boundary to centre
- [ ] Area table reads: parcel area, less road area, remainder

Rights of way:

- [ ] R/W boundaries shown with broken lines
- [ ] R/W crossings posted and dimensioned

Integrated Survey Areas:

- [ ] Minimum of 2 control monuments shown on plan and independently tied to the survey
- [ ] Combined factor notation
- [ ] Grid bearing notation in legend
- [ ] ISA name and number
- [ ] Correct symbol for control monuments
- [ ] Closure 1:5000

S.J. BUZIKIEVICH, B.C.L.S.

Steven J. Buzikievich
BRITISH COLUMBIA LAND SURVEYOR

54 Nanaimo Ave. E.
Penticton, B.C.
V2A 1L9
Phone (604) 492-0559

OUR FILE NO. 89-279

YOUR FILE NO. _____

March 5th, 1990

Surveyor Generals Branch
Ministry of Crown Lands
3400 Davidson Avenue
Victoria, B.C.
V8V 1X5

Attention: Mr. Pat Ringwood, B.C.L.S.

Dear Sir:

RE: SURVEY PLAN OF D.L. 5228, O.D.Y.D.
YOUR FILE: 3404417

Please find enclosed three paper prints of the above noted survey plan. May your inspect this plan and advise me if you require any amendments.

I await your reply.

Yours truly,

Encl. BCLS

cc: Redwing Resorts Ltd.

14T1492.

SURVEY & MAPPING BRANCH
JOB No.
1893626

S.J. BUZIKIEVICH, B.C.L.S.

Steven J. Buzikievich
BRITISH COLUMBIA LAND SURVEYOR

54 Nanaimo Ave. E.
Penticton, B.C.
V2A 1L9
Phone (604) 492-0559

OUR FILE NO. 89-279

YOUR FILE NO. 5210-P13-1

March 5th, 1990

Legal Surveys Division
Energy, Mines and Resources
800 - 1500 Alberni Street
Vancouver, B.C.
V6G 3C6

Attention: Mr. D.K. Nielsen, B.C.L.S., C.L.S.

Dear Sir:

RE: PENTICTON INDIAN RESERVE NO. 1 - SURVEY PLAN OF D.L. 5228
REDWING DEVELOPMENTS

For your information please find enclosed one paper print of survey plan of D.L. 5228, O.D.Y.D. Would you please inspect this plan and advise me of your comments if you find any that are appropriate.

Yours truly,

Steven J. Buzikievich
B.C.L.S.

COPY

Encl.

cc: Mr. Pat Ringwood, B.C.L.S.
Ministry of Crown Lands

3404417

89-12-12

Mr. S. J. Buzikievich
British Columbia Land Surveyor
54 Nanaimo Avenue East
Penticton, B. C.
V2A 1L9

Dear Mr. Buzikievich:

Re: Application of Pendian Investments Inc. to acquire unsurveyed Crown land (bed of Okanagan Lake) fronting C.L.S.R. Plan 59976), Osoyoos Division of Yale District
B.C.G.S. 82E.052

This survey shall conform to the General Survey Instructions (Part 4) for surveys under the Land Act.

The area to be included in your survey is shown on the enclosed sketch and shall be designated District Lot 5228, Osoyoos Division of Yale District.

Any significant deviation from the sketch will require approval from the regional office.

Returns must be submitted to this office within one year of the date of these instructions.

Please note that these instructions are supplemental to the Act and the General Survey Instructions. Additional guidance and information may be readily obtained from this office.

Yours sincerely,

for Patrick Ringwood
Deputy Surveyor General

DLM:np
bcgeu
Encl.

cc: Regional Director, Thompson-Okanagan Region
Attention: E. Scherly

D.L. 5228 - PIN #014547330

PENTICTON I. R. No. 1

194° 15' 20"
194° 15' 40"
PLAN Rd. 3603 C.L.S.R.
M546 L.R.O.
1974.18
1374.63
PLAN 50408 C.L.S.R.

LOT 32
30.3 A.

LOT 29
5.20 A.
PLAN M3672 C.L.S.R.

Fd. IP
14° 03' 10"
353.31
380
4° 45' 40"
223.11
353° 55' 40"
145.49
379
68° 34' 40"
159.08
Fd. IP on R/W limit
162° 37' 00"
231.64
Fd. P. Con.
270° 05' 00"
386.02
Δ = 2° 39' 46"
R = 1382.39
Δ = 5° 00' 16"
R = 1853.86
P.C.C.
Fd. P. Con.
162.45
Fd. IP
171.10
Fd. IP
188.57
Fd. Wo.
Δ = 10° 43' 12"
R = 1382.39
256.65
on R/W limit
457
173.08
458
Fd. Wo.
Δ = 8° 10' 21"
R = 1382.39
197.18
Fd. IP
190.34
Fd. IP
170.52
Fd. IP
494.74
342° 44' 50"
Fd. Wo. on R/W limit
Δ = 4° 59' 17"
R = 1859.86
P.C.C.
161.92
Fd. IP
235.15
162° 37' 00"

BOUNDARY
433.26
90° 03' 55"
RESERVE
115.39
INDIAN
151.73
69.35
Fd. IP
Fd. IP
Fd. IP
LOT 131
LOT 130
5075
1948
160
R 1
168
9
1881

1175.55
PLAN Rd 1918 C.L.S.R.
FROM C.L.S.R. PL. 59976
336° 52' 30"
LOT 30
3.64 A.
O.H.W.M.
1889
O.H.W.M.
PRESENT
Fd. IP
Fd. IP
Δ = 15° 19' 37"
R = 386.50
455
102.42
152 K.L.W.
455
190.76
413
OKANAGAN LAKE

3404417

LEGEND

— FILL AREA
Lying between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS

— ACCRETION
Lying between the present O.H.W.M. and the 1889 O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS.

SCALE 1 INCH = 200 FEET

O.D.Y.D.

DO NOT REMOVE FROM FILE. PART OF SURVEY INSTRUCTIONS.

SURVEY INSTRUCTIONS - CHECKLIST

NTS _____ /BCGS 82E.052 File 3404417
Region THOMPSON OKANAGAN Start Date 89 12 11
A/Lease ✓ A/Purchase ___ TAC ___ Finish Date _____
Surveyor S.T. RUZIKIEVICH Fee Paid: Yes ___ No ___ N/A ___
Applicant RED WING RESORTS LTD.

LEGAL DESCRIPTION

U.C.L. FRONTING PENTICTON INDIAN RESERVE #1 O.D.Y.D.

PIN NUMBERS

Description D.L. 5228 PIN No. 014547330
Description _____ PIN No. _____
Description _____ PIN No. _____
Description _____ PIN No. _____

ENCLOSURES

L.T.O. Plans: _____

Survey Plans: _____

Field Notes: _____

Other _____

LAND ACT

Designation D.L. 5228 O.D.Y.D.

Adjoining Road . . . . . ___ Internal Road . . . . . ___
Water Lot Lease: . . . . . ___ Posting Plan . . . . . ___

LAND TITLE ACT

Posting Plan: ___ Explanatory Plan: ___ Subdivision Plan: ___ Reference Plan ___
Right of Way - Width: . . . . . Wellsite . . . . . _____

RAILWAY ACT

Designation _____

Integrated Survey Area . . . . . ___ Consolidation . . . . . ___
A.L.R.: Yes ___ No ___

COMMENTS

SURVEYOR TO ORDER C.E.S.R. PLAN 5997G

SEARCH MATERIAL

Lot/Plan No.	Field Bk./Tube No.	Lot/Plan No.	Field Bk./Tube No.

TIME (S.G.) . . . . _____ INITIALS . . . T.C.

Steven J. Buzikievich
BRITISH COLUMBIA LAND SURVEYOR

14 Nicolina Way E.
Penticton, B.C.
V2A 7L9
Phone (604) 492-0559

OUR FILE NO. _____

YOUR FILE NO. _____

3404417 NELL

RECEIVED BY
ON
OCT 26 1983
MINISTRY OF
CROWN LANDS

October 23rd, 1983

Ministry of Crown Lands,
Property Management Program
6th Fl. 1675 Dolphin St.
Kamloops, B.C.
V2C 6T6

Attention: D. Sharpe,

Re: Crown Land Application
REMOVING GRAVEL

Please be advised that I have been retained to survey
Mr. Bux's application for purchase of Crown land
adjoining Penticton Industrial Park (Reference Plan
for lands in question from the 50m. reservation line
Reserve No. 1.

Yours truly,

Steven J. Buzikievich
B.C.L.S.

cc: Mr. R. Bux
Reading Resorts Ltd

SURVEY CONTROL SECTION
JOB No.
1893626

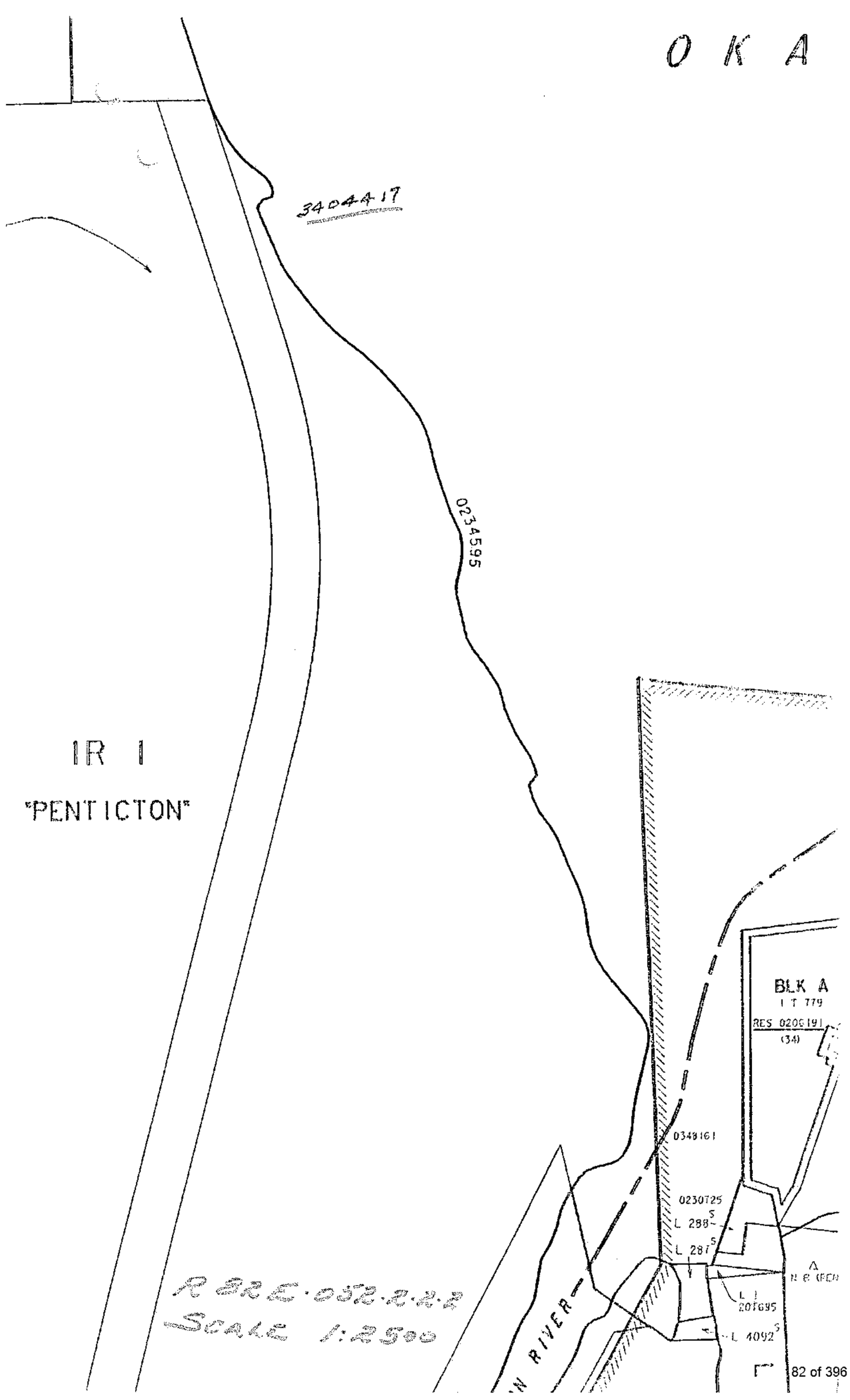
O K A

340417

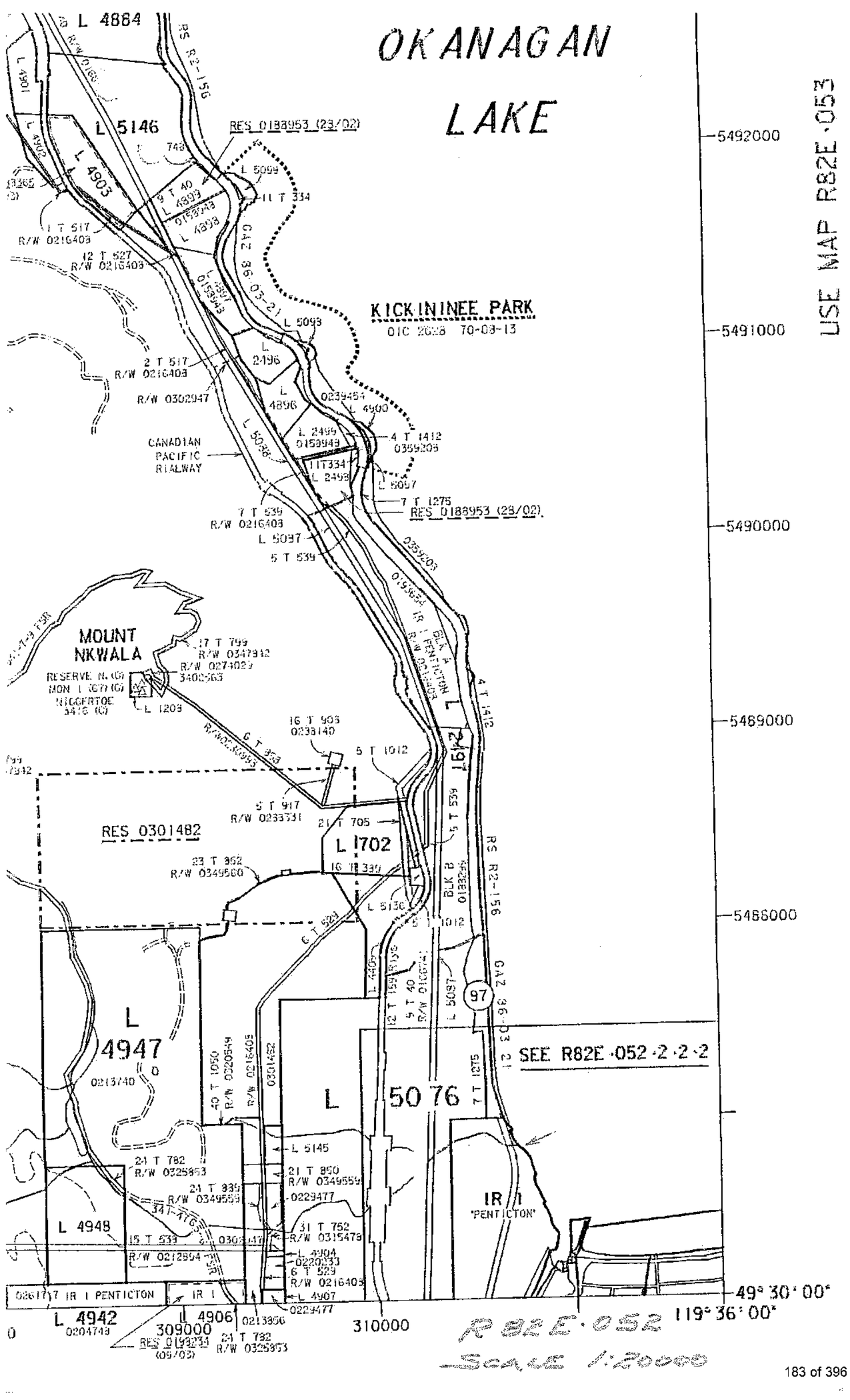
0234595

IR 1

"PENTICTON"



Scale 1:2500


OKANAGAN LAKE
KICKININEE PARK
OIC 2028 70-08-13
MOUNT NKWALA
RESERVE No. (6)
MON. I (67) (6)
NICCERTOE
5416 (6)
L 4884
L 5146
L 4903
L 4901
L 4902
L 5099
L 5098
L 2496
L 4896
L 4900
L 2499
0158949
L 5097
L 5096
L 5093
L 1209
L 1702
L 5130
L 4947
0213740
L 4948
L 4942
0204749
L 4906
0213856
L 5076
L 5145
L 4904
0220233
L 4907
0229477
IR 1
"PENTICTON"
RES 0188953 (23/02)
RES 0301482
RES 0193234 (09/03)
CANADIAN PACIFIC RAILWAY
RS R2-156
GAZ 36-03-21
SEE R82E-052-2-2-2
USE MAP R82E-053
R82E-052
Scale 1:20000
5492000
5491000
5490000
5489000
5488000
49° 30' 00"
119° 36' 00"
310000
309000
0
97

THOMPSON - OKANAGAN
REGIONAL OFFICE

Applicant: Pacific Northern Gas (N.E.) Ltd.

Agent: C

Address:

FILE No.: 3405447

PIN No.: 47304.30

Date: Dec. 14/84

Registered Owner:

TYPE OF PROPOSAL

- [ ] Subdivision
- [ ] Zoning Amendment
- [ ] Development Permit
- [ ] Development Variance Permit
- [ ] Board of Variance
- [ ] Strata Conversion
- [ ] Phased Strata Plan
- [ ] Agricultural Land Reserve Application
- [ ] Agricultural Land Reserve Subdivision
- [ ] Other
- [ ] Additional Approval Required

REFERRALS

- [ ] Interior Health Authority
- [ ] Ministry of Transportation and Highways
- [ ] Ministry of Environment
- [ ] Ministry of Municipal Affairs
- [ ] Ministry of Agriculture
- [ ] Ministry of Lands, Parks and Housing
- [ ] Ministry of Forests
- [ ] Ministry of Energy, Mines and Petroleum Resources
- [ ] Ministry of Tourism, Recreation and Culture
- [ ] Ministry of Small Business, Tourism and Culture
- [ ] Ministry of Labour
- [ ] Ministry of Attorney General
- [ ] Ministry of Health
- [ ] Ministry of Regional Development
- [ ] Ministry of Water, Land and Air Protection
- [ ] Ministry of Provincial Revenue
- [ ] Ministry of Children and Family Development
- [ ] Ministry of Public Safety and Solicitor General
- [ ] Ministry of Sustainable Resource Management
- [ ] Ministry of Competition, Science and Enterprise
- [ ] Ministry of Forests
- [ ] Ministry of Energy, Mines and Petroleum Resources
- [ ] Ministry of Tourism, Recreation and Culture
- [ ] Ministry of Small Business, Tourism and Culture
- [ ] Ministry of Labour
- [ ] Ministry of Attorney General
- [ ] Ministry of Health
- [ ] Ministry of Regional Development
- [ ] Ministry of Water, Land and Air Protection
- [ ] Ministry of Provincial Revenue
- [ ] Ministry of Children and Family Development
- [ ] Ministry of Public Safety and Solicitor General
- [ ] Ministry of Sustainable Resource Management
- [ ] Ministry of Competition, Science and Enterprise

ENCLOSURES

- [ ] Location Sketch
- [ ] Preliminary Layout
- [ ] Elevations
- [ ] Letter of Intent
- [ ] Certificate of Compliance
- [ ] Other

Mail Machine

Add

Requisition

- [ ] Incomplete
- [ ] Other

Dear

I hope this finds

you in search of the beginning

of the CRPE plans and have

an answer on either method *

or v. If they aren't in the

drawer they are probably on file

025458X5?

Sincerely

NTS 82E/5g
BCGS 82E.042

PENTICTON No. 1 OKANAGAN OSOYOOS & SIMILKAMEEN DIS.

at the foot of F.B.'s 18, 19, 20, 21, 22 Os. Osoyoos 11 43T1

Okanagan Lake,

partly in Tp. 88. R. M. 7 A and 7 B

Rd. 1418 ✓ Rd. 3603 ✓, M. 3179 ✓,
50408 ✓ 4682 ✓, 4683 ✓
Plan [illegible] 2052583

I.A.S.R. 4584 ✓
M. 2471 A ✓

See L.I. Dec. 3, 1968 See L.I. Nov. 15, 1971

See L.I. May 14, 1970 See L.I. Aug. 18, 1978 (hwy R/W)

34036.50 acres. Unofficial Plan 28T3 Miscellaneous

Resurvey of part Southerly Bdy CLSR 58405 ✓
R/W Plan M520 (Kam. L.R.O.) Cons. Maps. IASR 5248 ✓

Survey of L. 106 - 110 & 119 - 130, C.L.S.R. 60862 ✓ PLAN M12893
I.A.S.R M 2471-A ✓ - 86 Tube 384
CLSR 55576 ✓ M12088
CLSR

Road Plan No. 1064 (... 09-22 ?)

CUT-OFF FILE # 01-0176

BRITISH COLUMBIA | PENTICTON I.R. NO. 1

DESCRIPTION	DATE	SURVEYOR	LTO # LRO #	FIELD BOOK	MICRO BOOK	PLAN	MICRO PLAN
Field notes of Penticton IRs IR. 2 & 2A & lot north lot-190 & east of lot 251 (215.78 ac)	1894	E.M. Skinner		BC 175	3883		
q				BC 176	3087	BC 117	4092
Field notes of Penticton IRs IR. 2,2A tie line 1-3 & IR 3	1889	W.S. Jemmett		BC 174	3882		
Field notes of Penticton IR. 1 BC 170-BC 173 incl. - (plan attached to BC 171)	1889	"		BC 170-BC 173	7722-7726	BC 117	4092
Plan of Penticton IRs (field books 170-173) (2 plans	1889	"		BC 170-BC 173	7722-7726	BC 117	4092
Plan of Antoine Pierre location lot 4702 Gr. 1 (transfer-to Department of Agriculture	1926	J.A. Agnew		BC 752	3085	BC 597	3044
Field notes (plan attached) of resurvey of part of IR. 1	1938	R.P. Brown		BC1007	3035		
Compiled plan of IR. 1 (showing cuteoff (compiled - by CBC Donnelly	1939					TBC 803	3044
Plan showing cut-off in IR. 1	1932	J.C. Agnew		BC 989	3038-39	BC 893	3045
Plan of lot 2887 295.07 ac addition to IR.						BC 933	3045
Retracement & Remonumentation of Western & Southern & - portions of North & East Bdys.	1940	R.P. Brown		BC1030	3040-41	BC 963	3045
Kettle Valley Ry. showing located line 170ac for R/W	1911	A. McCulloch				1080	3046-47
Kettle Valley Ry. Plan of line as constructed (98.20 ac)	1913	"				1080BIA	489/90
Kettle Valley Ry. showing R/W in IR. (100.53ac CG 20	1914	G. Burnett	CG 20			1080C	3048-49
Kettle Valley Ry. showing additional land required - (3.115 ac) R 491	1923	R.P. Brown	R 491			RR1080D	3050
Kettle Valley Ry. showing additional land required- (1.27ac for Wye)	1930	F.H. Latimer				RR1080E	3050
Plan & Field notes of R/W Okanagan River Channel M 284	1950	R.A. Barton	M 284			BC 1160	3050
Plan of Dom. Experimental Station (part of lot 4701 C1	1932	J.C. Agnew				1477	3051
Plan of part of IR. for Dom Experimental Farm (parcels 1-3	1914	J.A. Kirk				1477	3051
Kettle Valley Ry. in IR. (as located) R 110	1920	A. McCulloch				RR 1870	3051
Plan of revised location of proposed new Rd. (to replace present- Road & bridge	1921					Rd 1918	3052
Okanagan Water Power Co. R/W in IR. (53.91 ac)	1921	R.P. Brown				irr 1949	3052
Plan of We[s] Kootenay Power & light Co. (plan of parcel - for Sub-Station 0.162ac)	1932	"				irr1949A	3053
[O]kanagan Water Power Co. R/W in IR (65.9 ac)	1921	"				irr1957	3053
CONT'D...							

BRITISH COLUMBIA

PENTICTON I.R. NO. 1 CONT'D

DESCRIPTION	DATE	SURVEYOR	LTO # LRO #	FIELD BOOK	MICRO BOOK	PLAN	MICRO PLAN
Plan of Penticton-Oliver Rd. in IR.	1930	R.A. Barton					
Kettle Valley Ry. Plan of Branch line in IR. 1-2 R 286	1931	W. Humphreys	R 286			Rd 2362	3053
Plan of Okanagan River Diversion area 1 (1.81 ac)	1931	R.A. Barton				RR 2454	3054-55
Plan of Okanagan River Diversion area 2 (1.78 ac)	1931	"				M 2471	3056
Plan of Penticton-Oliver Rd. (Dog Lake Revision) in IR.	1931	"				M 2471A	3056
Plan traverse of Okanagan Telephone Co. Poleline from-Trout Creek to Okanagan R.	1912	H.J. Birnie				Rd 2487	3056
Plan of H/W R/W 0.10ac parcel for Bridge approach - on Penticton-Keremoes Rd.	1933					1271	3057
Plan of BC Telephone Co. Ltd. R/W in part of IR	1935	R.P. Brown				Rd2545	3057
Photostat of partion of LRO plan A67 (Railway R/W in 1.288						M 2676	3057
Sketch of parcels proposed to be leased for Civil - Avation in IR.	1938	R.A. Barton				RR 2756	3057
Plan of proposed airport site (contoured)	1939	R.P. Brown				M 2800	3058
Plan of BC Telephone Co. Ltd. R/W in IR.	1940	R.P. Brown				M 2826	3058
Plan of proposed airport site in IR. for DOT (152.7&R/W11.ac	1940	"				M 2884	3059
Plan of area required for Beacon & R/Ws in IR. for D.O.T.	1941	"				M 2919	3058
Plan of R/W for Power line in IR. 0.52 ac easement for dot	1940	"				M 2958	3060
Compiled plan of land required for airport in IR. dot M133	1942	R.P. Brown	M 133			M 3053	3060
Plan of portion of IR. required as easement for a approach-lighting for D.O.T. M 143	1944					F 3106	3061
Plan of part of IR. 3.0ac for lease	1947	R.P. Brown				F 3107	3061
Kettle Valley Ry. Explanatory plan showing portions of R/W in IR. (from Registered plans) B 4219						M 3179	3061
CNPRY Kettle Valley Ry. (plan of additional R/W - required 13.12 ac A 1133	1948	W. Humphreys	A1133			RR3260A	3061
Plan of Power line R/W for West Kootenay Power & - light Co. 12.40 ac	1949	R.P. Brown				RR 3260	3062
Plan of part of IR. 2.0ac for lease (see plan M 3672)	1948	"				M 3296	3062
Survey of parcels U & V	1965	R. Chapman				M 3315	3062
Plan of R/W through IR. Yale District M 117	1950	R.P. Brown				52284	3070
CONT'D..						52953	3071
Plan of part of IR. 3.0ac for lease (see plan M 3672)	1948	R.P. Brown					
Plan of Power line R/W for West Kootenay Power & Light Co.	1949	"				M 3319	3063
Plan of part of IR. 0.51 ac for lease	1951	"				M 3347	3064
Plan of part of IR. 2.68 ac for lease	1951	"				M 3471	3064
Plan of pipeline R/W for easement to Soldier Settlement- & Veteransland act in IR.	1952	"				M 3536	3064
CONT'D						Irr3571	3064

BRITISH COLUMBIA | PENTICTON I.R. NO. 1 (Cont'd.)

DESCRIPTION	DATE	SURVEYOR	LTO # LRO #	FIELD BOOK	MICRO BOOK	PLAN	MICRO PLAN
Plan of part of IR 1.31 ac. for lease	1951	R.P. Brown				M3583	3060
Plan of part of IR 1.22 ac. for lease	1951	R.P. Brown				M3584	3065
Plan of Okanagan-Penticton H/W R/W to Trout Lake	1951	R.A. Barton				RD3603*	3065
Plan of part of I.R. 5.0 ac. for lease	1951	R.P. Brown				M3655	3065
Plan of part of I.R. 5.21 ac. for lease	1953	R.P. Brown				M3672	3065
Plan of part of I.R. 0.41 ac. for lease	1953	R.P. Brown				M3673	3065
Copy of CLSR BC1160 showing I.R. bdy. & transfers	1950	R.A. Barton				F4292	3080
Explanatory plan of parcel B 3.0 ac. for lease	1955	R.A. Barton				M4293	3080
Explanatory plan of parcel C 3.03 ac. for lease	1956	R.A. Barton				M4339	3080
P&FN's of parcel A 5.087 ac. for lease	1956	P. Shaw				M4390 *	3078
Plan of Penticton-Oliver H/W R/W in I.R. (also weigh-scale site)	1956	R.P. Brown	M400			4527	3078
Copy of CLSR BC1160 showing bdy. along Canal R/W	1950	R.A. Barton				4563	3079
Explanatory plan of Inland Natural Gas Co. easement in I.R. (gas pipeline R/W)	1958	G. McRae				4584 *	7142-43
Explanatory plan of West Kootenay Power & Light Co. Ltd. - Power Line R/W for easement	1957	R.P. Brown				4669	3037
REFERENCE PLAN OF I.R. sheet 1		drafting				4682 *	
REFERENCE PLAN OF PART OF I.R. sheet 2						4683 *	
P&FN's of Inland Natural Gas Co. R/W in part of I.R. (across airport)	1958	G. McRae				4767	3076
Sketches showing approximately the position & extent of the Indian Reserves, Yale District	1877	E. Mohun				7041	7236
Plan of proposed extention to airport site 119.54 ac. (paper plan) for D.O.T.	1942	R.P. Brown				4926	3076
P&FN's of resurvey of Penticton Airport bdys. for D.O.T.	1957	K.C. Rathbone	M487			4940	3077
P&FN's of parcel D. 2.01 ac. for lease	1958	E.O. Wood				5048	3077
Explanatory plan of parcel H 0.47 ac. for lease	1959	R.A. Barton				5055	3077
Explanatory plan of parcels J,K,L, M in I.R. for lighting & flighway clearance (easement to D.O.T.)	1959	K.C. Rathbone				5138	3069
P&FN's of Road R/W in I.R. 5.31 ac. for transfer to Prov.	1959	R.A. Barton	M520			5248 *	3069
P&FN's survey of parcels E & F (E 39.0 ac. F 55.35 ac.)	1960	E.O. Wood	M546			50408 *	3069
FN's (plan attached) of Lot 5120 (40 ac. fronts I.R. 1)	1960	R.A. Barton		30092	4818		
P&FN's of survey of parcel "N" 5.53 ac. for lease	1961	R. Chapman				51135	4527
Plan of parcel O. 2.927 ac. & P 0.073 ac.	1963	D.W.S. Davies				51920	3069
Explanatory plan of Road R/W in I.R. - 0.626 ac.	1963	D.W.S. Davies				51921	3069
~~Plan of survey of parcels U 2. ac. & parcel V 1 rac.~~	~~1965~~	~~R. Chapman~~				~~52284~~	~~3070~~

CONTINUED ON OTHER SIDE

BRITISH COLUMBIA

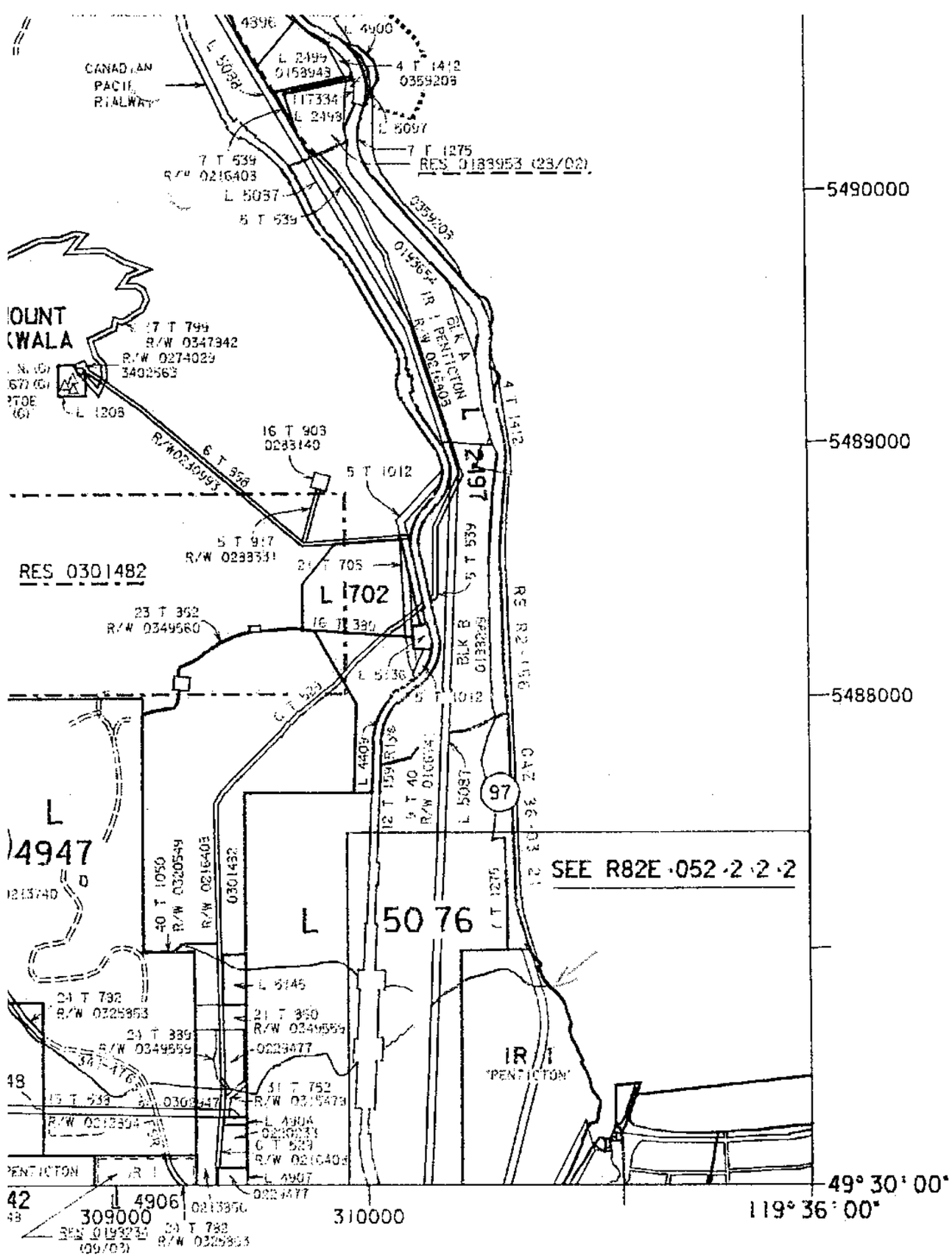
PENTICTON I.R. NO. 1 (Cont'd.)

DESCRIPTION	DATE	SURVEYOR	LTO # LRO #	FIELD BOOK	MICRO BOOK	PLAN	MICRO PLAN
Explanatory plan of Easement for Telephone Pole Line	1964	Dennis				52341	3070
Plan of Hazard Beacon R/W in I.R. 3.99 ac.	1964	K.C. Rathbone	M711			52614	3070
Inspection survey of parcels U & V CLSR plan 52284	1965	E. Kenmuir		30515	4853		
Plan of Okanagan H/W R/W in I.R.		D.W.S. Davies	H883			52760	7522/25
P&FN Parcel "A" & Powerline R/W Similkameen Div. Yale Dis	1967	R. Chapman	M8161			53554	3072
DAMAGED LINEN OF 53554 KEPT IN FLAT PLAN DRAWER F							
~~Plan of R/W through Reserve~~	~~1950~~	~~R.P. Brown~~	~~H117~~			~~52953~~	~~3071~~
P&FN's of Parcel AC	1967	D.W.S. Davies	8497			55141	3072
P&FN's of Parcel AF	1965	Motchman	M8765			55359	3072
Explanatory plan of R/W in I.R.	1970	R.R. Runnalls				56209	3073
P&FN's of parcel L-1, I.R. No. 1, Osoyoos Division of Yale District	1970	R. Chapman	M9731			56607	3073
L.R.O. Plans (3) of Irrigation Lands adj. to I.R. No. 1 - Lots 3787, 188, 1444, 3811 & 3404	1931	F.H. Latimer		31438	4908		
Plan, Keremeos - Kaleden Hwy. showing R/W thru IR No. 1	1949	R.P. Brown	H92			56947	3073
Plan, R/W for Irrigation Ditch in D.L. 1444 5D yd., IR#1	1972	R. Chapman	A-10278			57710	7087
Road map of Similkameen District - I.R. No. 1 (ref. plan shows Rds.)	-	-				57733	7064-65
Road map of Similkameen District I.R. No. 1 sheet 1	-	D.O.H. - B.C.				57820	7071
Road map of Similkameen District I.R. No. 1 sheet 2	-	D.O.H. - B.C.				57821	7070
Road map of Similkameen District I.R. No. 1 sheet 3	-	D.O.H. - B.C.				57822	7077
Sheet 1; Plan, Survey Lot 1	1971	I.M.D. Fox	M10826			58371	7378
Sheet 2: Plan, survey Lots 2 to 7 & Rd.	1971	I.M.D. Fox	M10827			58372	7378
Sheet 3; Plan, survey Lots 8,9 & 9A	1971	I.M.D. Fox	M10828			58373	8013
Sheet 4; Plan, survey Lots 10 & 11	1971	I.M.D. Fox	M10829			58374	7998
Sheet 6; Plan, survey Lots 14 to 17	1971	I.M.D. Fox	M10830			58375	7377
Sheet 7; Plan, survey Lots 18 & 19	1971	I.M.D. Fox	M10831			58376	8014
Sheet 8; Plan, survey Lots 20 & 21	1971	I.M.D. Fox	M10832			58377	7377
F.B. - F.N's Survey Lots 1 to 21 & 9A: BOok 1 & Book 2 as of Sept. 13/73	1971	I.M.D. Fox		31889	7441-52		
Plan of survey of lots 12 & 13 I.R. #1 sheets	1971	I.M.D. Fox	M10971			58398	7492
Plan of resurvey of part of southerly Bdy.	1971	I.M.D. Fox	M10850			58405	7388
Print of plan #H-156: support for resurvey part S. Bdy.	1950	R.P. Brown		31890	7655-58		
Plan resurvey rect. bdies.	1972	MH, Collins				58780	7685
FN's for CLSR Plan # 58780	1972	M.H. Collins		31987	7474-75		
Support Documents (5) for CLSR Plan #58780				31988	7476		
Plan of Green Mountain Hwy. R/W thru	1973	D.W.S. Davies				59022	9108/10

BRITISH COLUMBIA | PENTICTON #1

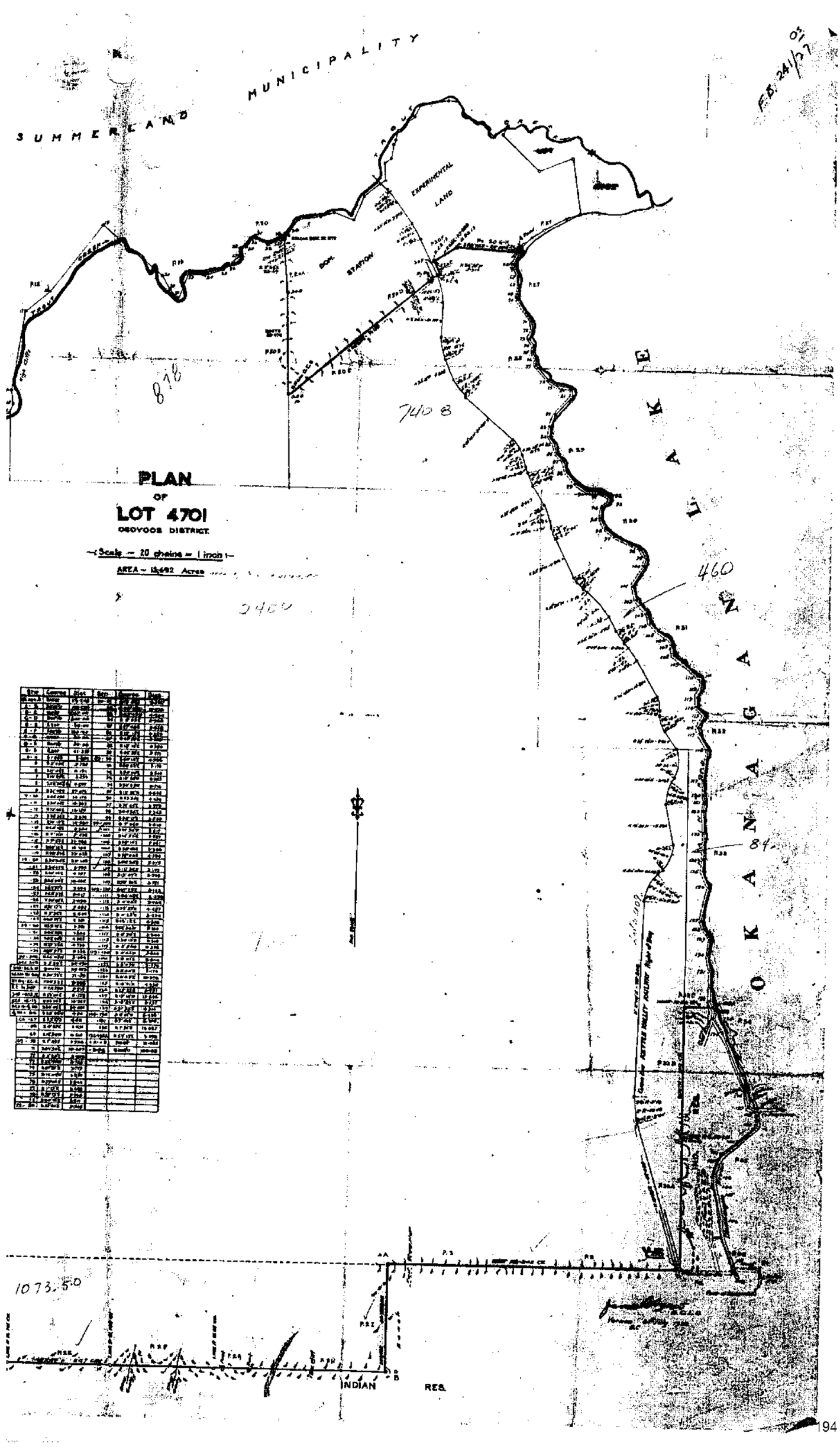
DESCRIPTION	DATE	SURVEYOR	LTO # LRO #	FIELD BOOK	MICRO BOOK	PLAN	MICRO PLAN
FN's Survey Lots 24,25, & 26, I.R.#1	1972/3	M.H. Collins		59482	7790		
Plan Survey Lots 24,25 & 26, I.R.#1	1972/3	M.H. Collins	M11683			59483	7791
Support Documents (2); Support for C.L.S.R. plan #59483.				32146	7884		
P&FN,s survey Lots 22 & 23, I.R. # 1.	1972	M.H. Collins				59710	8281
Original Plan of survey, Aiport Site, (see M2919)	1940	R. Brown				59808	8217
FN's control Traverse Lots 29 to 130 & Rds.	1971-3	M.H. Collins				59946	7865
FN's survey Lots 29 to 130, Sheet 1.	1971-3	M.H. Collins				59947	7561
FN's survey Lots 29 to 130, Sheet 2.	1971-3	M.H. Collins				59948	7867
FN's survey Lots 29 to 130, Sheet 3.	1971-3	M.H. Collins				59949	7865
FN's survey Lots 29 to 130, Sheet 4.	1971-3	M.H. Collins				59950	7868
FN's survey Lots 29 to 130, Sheet 5.	1971-3	M.H. Collins				59951	7869
FN's survey Lots 29 to 130, Sheet 6.	1971-3	M.H. Collins				59952	8218
FN's survey Lots 29 to 130, Sheet 7.	1971-3	M.H. Collins				59953	7870
FN's survey Lots 29 to 130, Sheet 8.	1971-3	M.H. Collins				59954	7871
FN's survey Lots 29 to 130, Sheet 9.	1971-3	M.H. Collins				59955	7872
FN's survey Lot 28.	1973	M.H. Collins				59962	7872
Plan survey Lot 28,	1973	M.H. Collins	M12080			59975	7978
Plan survey Lots 29 to 38.	1971-3	M.H. Collins	M12088			59976 *	7984
Plan&FN's survey Lot 27.	1972-3	M.H. Collins		59991	7928	59990	8219
Plan survey Lots 100 to 105.	1971-3	M.H. Collins				59999	8280
Plan survey Lots 114 to 118.	1971-3	M.H. Collins				60000	8280
Support Documents (2): for C.L.S.R. plan # 59976				32266	8113/14		
Support Documents(2): for C.L.S.R. plan # 59990				32269	8010		
P. L's 39 to 99, 111 to 113, & Rds, I.R. 1.	71-73	Collins				60092	8322
Plan Lots 106 to 110 & 119 to 130 Penticton I.R. 1.	71-73	Collins	M18853			60862*	8428
Support Doc. (1) for CISR , L.s 106 to 110 & 119 to 130.				32444	8203		
P. & F.N. Power Line R/W Penticton I.R.1 21/06/79 L.C.	1979	Motchman				65793	8795
P. & F.N. Power Line R/W Penticton I.R.1	1979	Motchman				65956	8823
Expl. P. Lots 47-1, 48-1, 48-2 & 48-3	1979	Chapman				66651	8047
Expl. P. R/ Thru Penticton #1	1980	Smith				67280	9087
P. Statuto. R/W Hwy. Thru. Unsur. Crown Land & Pt. Former Penticton #1	1980	Goddard				67672	7992
Hwy R/W Penticton Channel Parkway Thru. D.L.s 372, 198, 115, 254s & 5, G.7 & Lands Formerly	1979	Warren				67981	9072
P. & F.N. L 137 & 138, BC	1982	Motchman				68395	9140

Cont'd page over

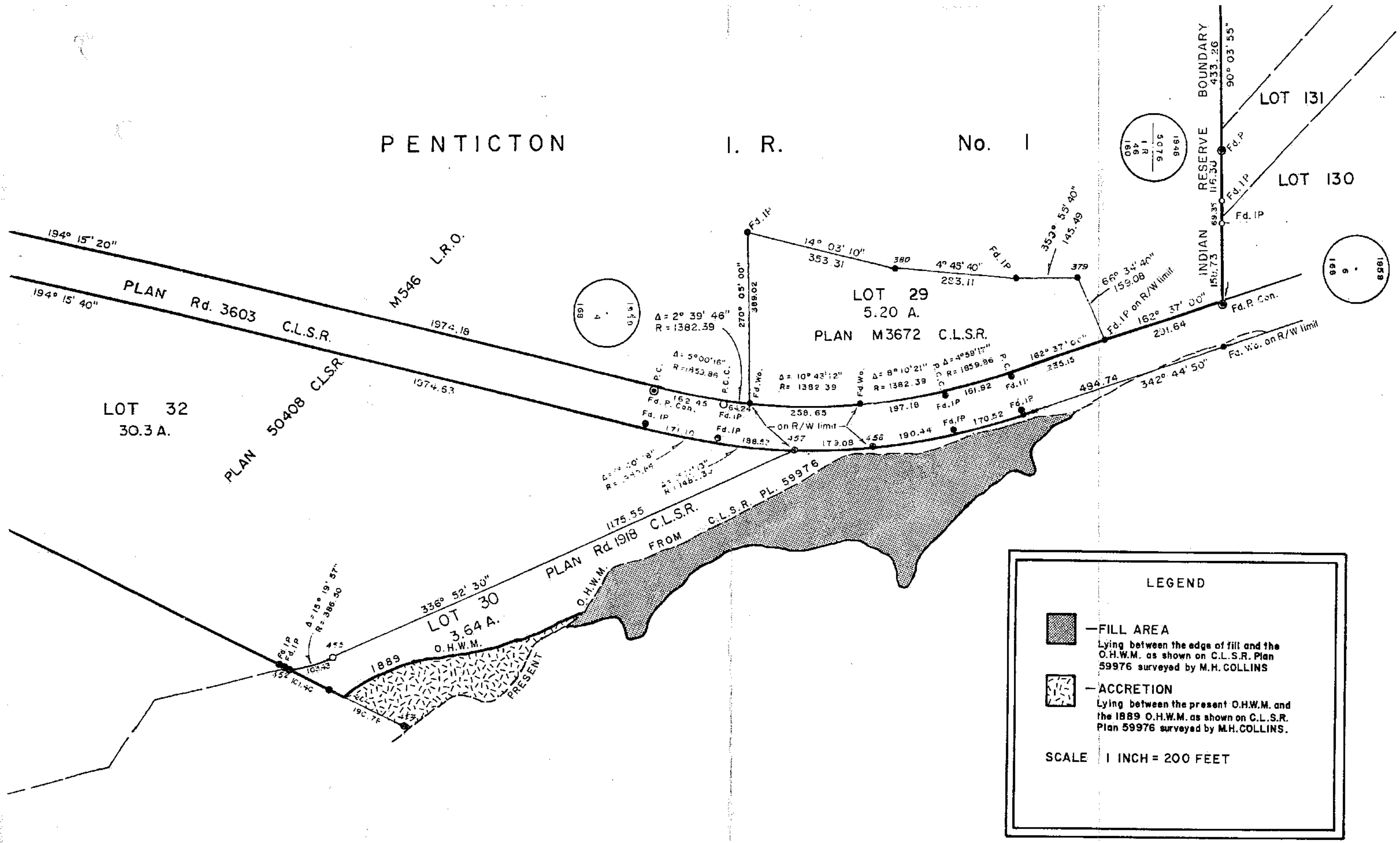


R82E·052

U.T.M. ZONE 11
DATUM: NAD27
RECTANGULAR GRID IN METRES


SUMMERLAND MUNICIPALITY
EXPERIMENTAL LAND
STATION
PLAN
OF
LOT 4701
OSOYOOS DISTRICT
Scale — 20 chains = 1 inch
AREA — 13,692 Acres
OKANAGAN
460
840
740 8
818
1073.50
INDIAN
RES.

PENTICTON I. R. No. 1



LEGEND

—FILL AREA
Lying between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS

—ACCRETION
Lying between the present O.H.W.M. and the 1889 O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS.

SCALE 1 INCH = 200 FEET

Province of British Columbia — Ministry of Crown Lands

Miscellaneous Report

TO: REGIONAL DIRECTOR — FROM: SENIOR LAND OFFICER

Thompson-Okanagan Region — Kamloops

PURPOSE: New Application; Amendment; Renewal; Preliminary Survey; Purchase; Clean-up; Trespass; Other

SUMMARY RECOMMENDATION OF THIS REPORT:
☐ ALLOWANCE ☐ Conditional ☐ Amended
☐ DISALLOWANCE

FILE No. 3404417

FIELD EXAM: ☐ yes ☐ no — DATE VISITED — REPORT DATE: October 30, 1989 — APPLICATION No. — STATUS: ☐ COMPLETED ☐ NOT COMPLETED

1. LEGAL DESCRIPTION: Unsurveyed Crown land fronting Penticton Indian Reserve #1 — AREA — REF MAP: 82E.054

2. APPLICANT NAME: Penticton Investments Inc.

3. PURPOSE AND TENURE: Application to lease - trespass legalization

4. LOCATION (Give distance and direction to the nearest town (population figure), city or town, indicate distance to a major service centre): Okanagan Lake at Penticton

5. GENERAL DESCRIPTION (Describe the following in sequence: private lands (if any) and crown lands (if any) and their applicable agricultural capability, access, topography, existing land use with any cross compatible and incompatible uses, any conflicts exist, and conflicts fully ... provide to minimize or mitigate the ...):

This report is related to the offer of a lease to Penticton Investments which is a corporation of the Penticton Indian Band.

Due to the tight deadline this report will only follow the adjudicator's principal terms and conditions as outlined by Bill Fry of Land Policy and contained in A.G. Dreyer's letter of September 26, 1989. The only add... proviso added locally was the flooding proviso.

Recommendation:

We should proceed towards issuance of a lease to Penticton Investments Ltd., a process which is well advanced.

Date: October 30, 1989 — Recommended by: [signature] — Senior Land Officer

WAS ENTD OCT 31 1989

Province of British Columbia
Ministry of Crown Lands
V2C 2J6
828-4800

OUR FILE 3404417

YOUR FILE WA-7461

Reply attention of B. Scherly,
Assistant Senior Examiner

October 20, 1989

Pendlan Investments Inc.
c/o Kinsman & Company
Box 40
Penticton, B.C.
V2A 6J9

Attention: Richard P. Thompson

Dear Mr. Thompson:

Re: Application for a lease of the land described as all that foreshore or land covered by water being part of the bed of Okanagan Lake adjoining Indian Reserve Number 1 "Penticton", Osoyoos Division of Yale District, and containing 1.359 hectares, more or less

(hereinafter called the "Land")

We are pleased to advise you that we have approved your application for disposition of the Land under the Land Act on the terms and conditions set forth below.

1. FORM OF DISPOSITION AND TENURE:

The disposition of the Land to you will be by way of the lease attached hereto (hereinafter referred to as the Lease) on the terms and conditions set forth therein.

2. NO WARRANTY:

Neither the execution nor the granting of the Lease to you shall operate as a warranty or representation to you that the Land is suitable for its particular use, that it can be built on, that it is not susceptible to flooding or erosion or that there is access to it.

3. APPLICANT'S REPRESENTATIONS:

In signing and returning the Lease attached hereto you represent and acknowledge to us that at the time of signing

(a) (i) you are a Canadian citizen and are of the full age of 19 years

(ii) where the applicant is a corporation or society it is duly organized or continued under the laws of British Columbia having Incorporation No. 325617

(b) statements contained in your application for the disposition are true

(c) you have attended to inspect the Land and are fully aware of its condition

(d) you have knowledge of all laws, legal and regional by-laws affecting the use and development of the Land.

4. NON MERGER:

The provisions of this agreement
provided that in the event of any
conditions of the Lease, the latter shall prevail.

Time is of the essence in this agreement.

6. **NON ASSIGNABLE:**

This commitment is not assignable or transferable.

7. CONDITIONS PRECEDENT:

7.1 Statement of Rental:

Please submit to this office the fees outlined below.

Rental	$ 5,500.00
Security	$ 0.00
Documentation Fee	$ 150.00
Occupational Rental	$ 0.00
Other	$ 0.00
TOTAL	$ 5,650.00

Where applicable the rent or rental payable in respect of your occupancy of the land from n/a to the date of the commencement of the Lease is charged at $ 0.00 per day.

7.2 Other Preconditions:

☐ Please submit to this office evidence of insurance in regard to the subject $ 0.00

You will require that a boundary plan of the land will have to be prepared by a British Columbia Land Surveyor and submitted to the Surveyor General for approval. Upon receipt of the Surveyor General's approval, you will be advised of the issuance of survey instructions.

Please note that the legal description Schedule in the Lease will be replaced with a revised schedule upon confirmation of the survey

8. EXECUTION OF DOCUMENTS:

Please sign all copies of the documents in the space provided for signatures. All signatures must be duly witnessed.

9. TIME FOR ACCEPTANCE:

Failure to complete the documents within 60 days of the date of this letter will automatically void our obligation to dispose of the land to you.

Please return to this office, within the time specified above, all copies of the executed documents together with a certified cheque or money order representing the fees, as evidence of having met the other preconditions, outlined above.

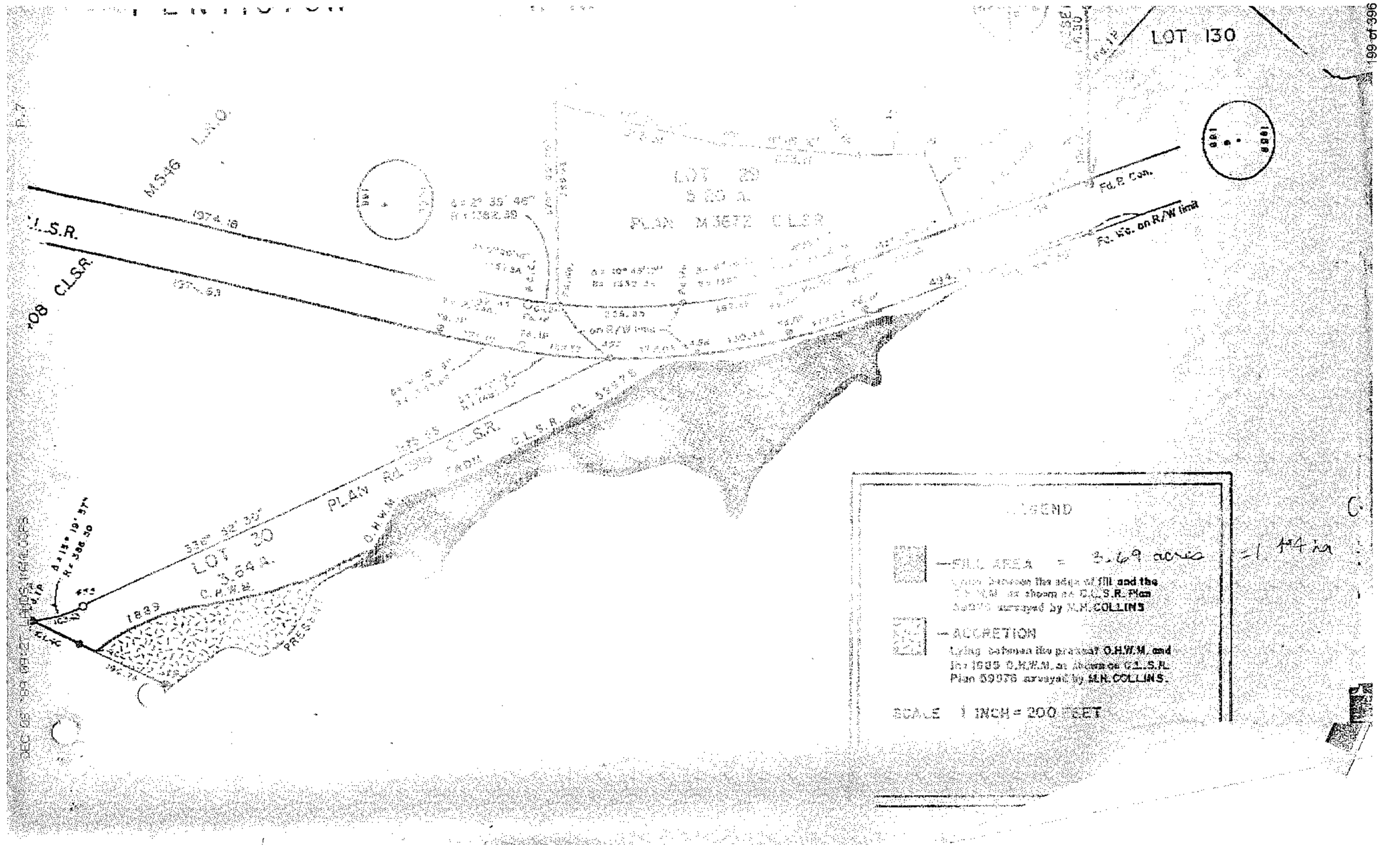
We trust that the foregoing arrangements are satisfactory to you. If you have any questions please contact the individual noted above.

Yours very truly,

[illegible]

[illegible]

ES/wj


LOT 130
LOT 20
PLAN M 3572 C.L.S.R.
LOT 30
PLAN R.L.S.R. 1938 C.L.S.R.
C.L.S.R. Pl. 59076
M.S.46 Lot 0
1974.18
1839
O.H.W.M.
Fd. B. Con.
Fd. Mk. on R/W limit
LEGEND
—FILL AREA = 3.69 acres
Lying Between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 59076 surveyed by M.H. COLLINS
—ACCRETION
Lying Between the present O.H.W.M. and the 1839 O.H.W.M. as shown on C.L.S.R. Plan 59076 surveyed by M.H. COLLINS.
SCALE 1 INCH = 200 FEET

CROWN LAND STATUS

MINISTRY OF CROWN LANDS

File No.: 340447

Date: Oct 11/89

Region No.: 3

Applicant: Pennzoil Investments Inc.

Type: Recreational Multiples

Applications received by: Date:

DL: 0047620

PIN:

PIN:

PIN:

PIN:

PIN:

Revised to New Standard in by at the Victoria

MAP REFERENCE

82E/12E

82E.052.2.23

Amended by:

Date:

Recorded: Yes ☐ No ☐ (Copy on File)

PID No.:

MAP CLEARANCE

Designation: Provincial Land Disposition

Purpose: Recreational Multiples

Area: 1.5 ± Plan:

Location: Penticton

Quadra:

Agricultural Area: Penticton 1

Land Use Zone: Rural 1

Regional District: Okanagan-Similkameen 21

Municipality: Penticton 27 c

Electoral District: Penticton South 28

Provincial Forest:

Forest Service Clearance Required: Yes

Forest District:

Within Agricultural Land Reserve: No

Within Indian Reserve Cut-Off: No

Upland parcel fronts on: Okanagan Lake

Foreshore parcel fronts on: Okanagan Lake

Crossed by: (Creek or river)

Crossed by/Adjoins — Railway

Crossed by/Adjoins — Other R/W

Crossed by/Adjoins — Highway/Road

OTHER ENCUMBRANCES, INTERESTS AND REMARKS

0234.5 - 1212

Designated Placer Area

Placer Mining Lease

Coal Licence

Timber Sale

Tree Farm Licence

Christmas Tree Permit

Timber Berth

Timber Licence

Special Timber Licence

Pulp Lease

Petroleum and Natural Gas Act

Range Act

E & N Land Grant

(specify)

L 21 (R 1/89)
M26-2179

Facsimile Transmission Header

MINISTRY OF CROWN LANDS
478 St Paul Street, Kamloops, B.C. V2C 2J6
Phone 828-4800 Fax: 828-4809

Pages to Follow: 2 Date: Dec 5/96 Time:

FROM: Elana Sweety

TO: Larry Cotton Section

Fax: 377 Phone:

MESS: Please find the above application

Thank you.

SURVEYOR GENERAL BRANCH REQUISITION

THOMPSON - OKANAGAN
REGIONAL OFFICE

Applicant: PENDAN INVESTMENTS LTD.

Address:

Application Date:

File No.: 3404417
PIN No.: 4730630
Date: Dec 6/89
BCGS/NTS: 82E/12b
Requested By: E. SCHERRY

TYPE OF REQUEST	TYPE OF DISPOSITION	ENCLOSURES: SURVEY INSTRUCTIONS	ENCLOSURES: ACCRETIONS/BDY AMEND
☐ For Plotting Only	☐ Direct Sale/ Crown Grant	☑ L.21 Clearance	☐ L.21 Clearance
☐ Legal Description	☐ Lease to Purchase	☑ Inspection Report	☐ Inspection Report
☐ Document Prints	☑ Lease Only	☑ Sketch	☐ Sketch
☐ Calculate Area	☐ Licence	☑ Letter of Commitment	☐ Letter from L.T.O.
☐ Plan Amendment	☐ Right of way/ Easement	☑ Surveyors Request for Instructions	☐ Surveyor's Covering Letter
☐ Examination Sketch	☐ Reserve	☑ Land Officer's Name	☐ Photographs
☑ Survey Instructions	☐ T.A.C.	Neil MacLennan (Please Print)	☐ Land Officer's Name
☐ Prelim Instructions		Instruction Fee Paid Yes ☐ No ☐	Please Print
☐ Mark All Boundaries			Application Fee Paid Yes ☐ No ☐
☐ Accretion/ Bdy. Amend.			

MINISTRY OF CROWN LANDS
DEC - 8 1989
SURVEYOR GENERAL BRANCH
VICTORIA, B.C.

Additional Instructions: Please expedite instructions if possible

Requisition returned for following reasons

☐ Incomplete

☐ Other

Signature

Remarks/Fronts On:

S.J. BUZIKIEVICH, B.C.L.S.

Steven J. Buzikievich
BRITISH COLUMBIA LAND SURVEYOR

54 Nanaimo Ave. E.
Penticton, B.C.
V2A 1L9
Phone (604) 492-0559

OUR FILE NO. _____

YOUR FILE NO. _____

3404417 NEIL

October 23rd, 1989

RECEIVED BY
ON OCT 26 1989
MINISTRY OF
CROWN LANDS

Ministry of Crown Lands
Thompson-Okanagan Region
478 St. Paul Street
Kamloops, B.C.
V2C 2T6

Attention: E. Sherley

RE: **CROWN LAND ACQUISTION**
REDWING RESORTS

Please be advised that I have been retained by Redwing Resorts Ltd. to prepare a plan of survey of Crown Lands fronting Penticton Indian Reserve No. 1, Penticton, B.C.. The lands in question front Lot 30-1, Penticton Indian Reserve No. 1.

Yours truly,

Steven J. Buzikievich
B.C.L.S.

cc: Mr. R. Box
Redwing Resorts Ltd.

Province of
British Columbia

Ministry of
Crown Lands

Kamloops, B.C.
V2C 2J6
828-4800

OUR FILE 3404417

YOUR FILE WA-7461

Reply attention of: E. Scherly,
Assistant Senior Examiner

October 20, 1989

Pendian Investments Inc.
c/o Kinsman & Company
Box 40
Penticton, B.C.
V2A 6J9

Attention: Richard P. Thompson

Dear Mr. Thompson:

Re: Application for a lease of the land described as all that foreshore or land covered by water being part of the bed of Okanagan Lake adjoining Indian Reserve Number 1 "Penticton", Osoyoos Division of Yale District, and containing 1.550 hectares, more or less

(hereinafter called the "Land")

We are pleased to advise you that we have approved your application for a disposition of the Land under the *Land Act* on the terms and conditions set forth below.

1. FORM OF DISPOSITION AND TENURE:

The disposition of the Land to you will be by way of the lease attached hereto (herein referred to as the Lease) on the terms and conditions set forth therein.

2. NO WARRANTY:

Neither this commitment nor the granting of the Lease to you shall constitute a warranty or representation to you that the Land is suitable for its permitted use, that it can be built on, that it is not susceptible to flooding or erosion or that there is access to it.

3. APPLICANT'S REPRESENTATION:

In signing and accepting the Lease attached hereto you represent and acknowledge to us that at the time of signing

(a) (i) you are a Canadian citizen and are of the full age of 19 years;
(ii) where the applicant is a corporation or society it is duly organized or continued under the laws of British Columbia having Incorporation No. 0285937;

(b) statements contained in your application for the disposition are true;

(c) you have attended to inspect the Land and are fully aware of its condition;

(d) you have knowledge of all municipal and regional bylaws regulating the use and development of the Land.

4. NON MERGER:

The provisions of this agreement shall survive the execution and delivery of the Lease provided that in the event of any contradiction between such provisions in the terms and conditions of the Lease, the latter shall prevail.

20/12

5. TIME:

Time is of the essence in this agreement.

6. NON ASSIGNABLE:

This commitment is not assignable or transferable.

7. CONDITIONS PRECEDENT:

7.1 Statement of Rental:

Please submit to this office the fees outlined below.

Rental	$ 8,500.00
Security	$ 0.00
Documentation Fee	$ 150.00
Occupational Rental	$ 0.00
Other	$ 0.00
TOTAL	$ 8,650.00

Where applicable the occupation rental payable in respect of your occupation of the Land from n/a to the date of the commencement of the Lease is charged at $ 0.00 per day.

7.2 Other Preconditions:

☐ Please submit, to this office, evidence of insurance in effect in the amount of $ 0.00

You will ensure that a boundary plan of the Land will have been prepared by the British Columbia Land Surveyor retained by you in compliance with the instructions of the Surveyor General of British Columbia within six months of the issuance of survey instructions.

Please note that the Legal Description Schedule in the lease will be replaced with a revised schedule upon confirmation of the survey plan.

8. EXECUTION OF DOCUMENTS:

Please sign all copies of the documents in the space provided for signature(s). All signatures must be duly witnessed.

9. TIME FOR ACCEPTANCE:

Failure to complete the documents within 60 days of the date of this letter will automatically void our obligation to dispose of the Land to you.

Please return to this office, within the time limited above, all copies of the executed documents together with a certified cheque or money order representing the fees, and evidence of having met the other preconditions, outlined above.

We trust that the foregoing arrangements are satisfactory to you. If you have any questions, please contact the individual noted above.

Yours very truly,

for Regional Director

~~Senior Land Officer~~

ES/wj

Province of British Columbia | Ministry of Crown Lands

Miscellaneous Report

TO: REGIONAL DIRECTOR | FROM SENIOR LAND OFFICER

Thompson-Okanagan Region | Kamloops

PURPOSE: New Application; Amendment; Renewal; Premature Renewal; Purchase; Clean-up; Trespass; Other

SUMMARY RECOMMENDATION OF THIS REPORT

☐ ALLOWANCE ☐ Conditional ☐ Amended

☐ DISALLOWANCE

FILE No. 3404417

FIELD EXAM MADE	DATE MADE	REPORT DATE	AIR PHOTO No.	STATUS
☐ YES ☒ NO		October 30, 1989		☐ COMPLETED ☐ NOT COMPLETED

1. LEGAL DESCRIPTION: Unsurveyed Crown land fronting Penticton Indian Reserve #1

AREA:

REF. MAP: 82E.052

2. APPLICANT NAME: Pendian Investments Inc.

3. PURPOSE AND TENURE: Application to lease - trespass legalization

4. LOCATION *(Give distance and direction to some well known topographic feature, city or town. Indicate distance to a major service centre).*: Okanagan Lake at Penticton

5. GENERAL DESCRIPTION *Cover the following topics in sequence.*
- *Indicate forest cover, topography, soils, hazards of area (if any) and climate (if applicable).*
- *Describe roads, easements, specific land use within area*
- *Discuss competing and alternate land uses.*
- *Where conflicts exist, explain conflicts fully and provide proposals to eliminate or mitigate the conflicts.*

This report relates to the offer of a lease to Pendian Investments which is a corporation of the Penticton Indian Band.

Due to the tight deadline this report actually follows the adjudication. The principal terms and conditions were arranged by Bill Fry of Land Policy and contained in E.R. Macgregor's letter of September 26, 1989. The only additional proviso added locally was the floodplain proviso.

Recommendation:

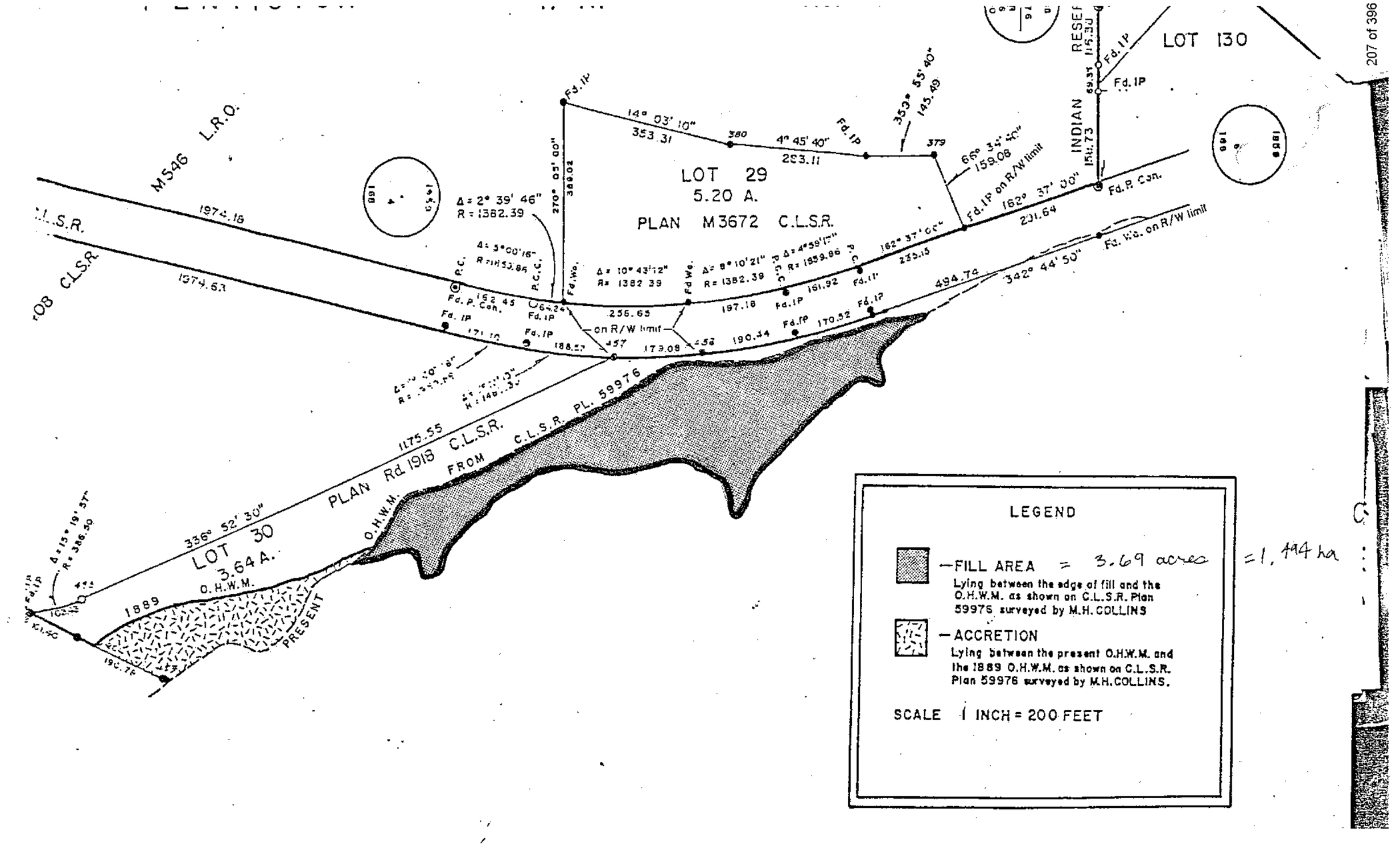
We should proceed towards issuance of a lease to Pendian Investments Inc.; a process which is well advanced.

Date: October 30, 1989 Examiner: Neil MacLennan

Neil MacLennan, Land Officer

TAS ENT'D OCT 31 1989

(CONT'D OVER)


LOT 130
LOT 29
5.20 A.
PLAN M3672 C.L.S.R.
LOT 30
3.64 A.
PLAN Rd 1918 C.L.S.R.
M546 L.R.O.
C.L.S.R.
O.H.W.M.
1889
PRESENT
FROM C.L.S.R. PL. 59976
INDIAN RESERVE
Fd. IP
Fd. P. Con.
Fd. Ms. on R/W limit
1974.18
1374.63
1175.55
353.31
293.11
159.08
231.64
494.74
235.15
256.65
197.18
161.92
173.09
190.34
170.52
188.57
171.10
LEGEND
—FILL AREA = 3.69 acres
Lying between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS
—ACCRETION
Lying between the present O.H.W.M. and the 1889 O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS.
SCALE 1 INCH = 200 FEET

=1.494 ha

09/2003

D. Burt
R. Rowland

Re: Transfer of Pioneer Town Land
Fairview R.S. No 1 - (Thurston)

Agreed Fact -

① No reason to doubt Hwy 1918 was laid in 1921

② No reason to upset Mr. Cutler's Hwy 1 according to RSBC 763 - Land it = was worked upon by Board according between this Line and Hwy 1918 only

③ Area mathematical of Hwy RSBC 763 would require adjustment to Farm as Hwy should be dealt with by Agreement

Respectfully,

Province of British Columbia | Ministry of Crown Lands

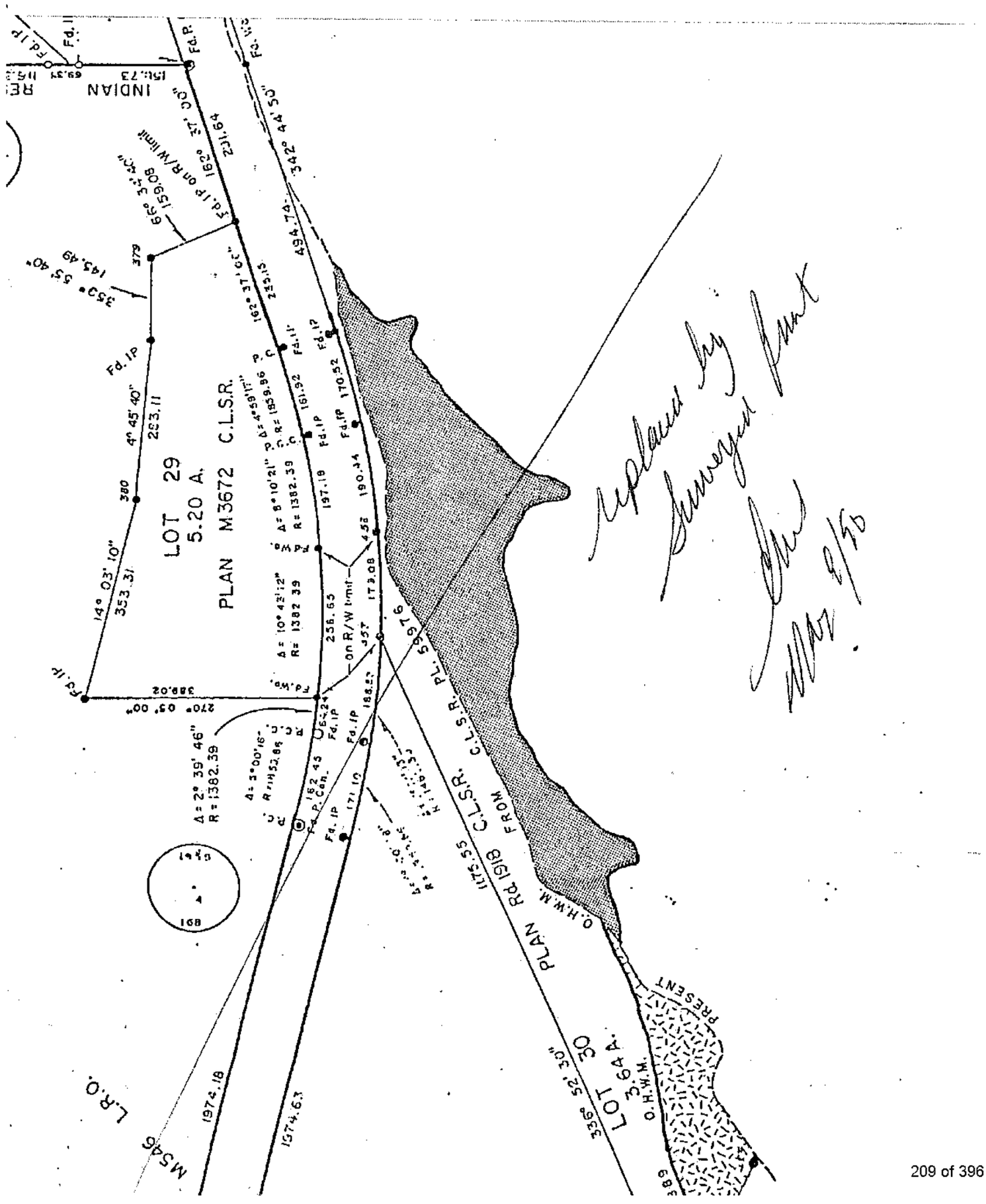
Legal Description Schedule

LEASE No.	333803	FILE No.	3404417

1.1 Legal Description

All that foreshore or land covered by water being part of the bed of Okanagan Lake adjoining Indian Reserve Number 1 "Penticton", Osoyoos Division of Yale District, more particularly shown outlined in red on plan below and containing 1.550 hectares, more or less.

L57c (2/83) 1/342



Province of British Columbia — Ministry of Crown Lands

Land Referral and Notice of Outcome

APPLICANT PROPONENT NAME: Ministry of Indian Affairs and Northern Development (Redwing Resorts Ltd)	FIELD OFFICE ADDRESS AND PHONE No.: 478 St. Paul Street, Kamloops, B.C. V2C 2J6, 828-4800
APPLICATION PROPOSAL DATE: Oct. 2, 1989	REF. MAP No.: 82E-052 -2-2-2
	OUR FILE No.: 3404417

Okanagan-Similkameen
Regional District
101 Martin Street
Penticton, B.C.
V2A 5J9

You are requested to comment on the following application. Your response should be received within 30 days by the undersigned. Where the time limit for response cannot be met, a verbal response should be made. Details of the application are provided. Lack of response will be considered as a positive reaction to the application.

LOCATION OF LAND: Okanagan Lake at Penticton	PARCEL SIZE: 1.55+ ha
LEGAL DESCRIPTION: Unsurveyed Crown foreshore (filled area) fronting Penticton Indian Reserve #1, as shown on the attached map	
INTENDED LAND USE AND PERIOD REQUIRED: Lease to Indian Band, pending transfer to Crown Canada	
ADDITIONAL INFORMATION RELATED TO THE FOLLOWING IS AVAILABLE ON REQUEST	

RECEIVED BY ON NOV 25 1989 MINISTRY OF PROVINCIAL LANDS

AUTHORIZED SIGNATORY: Neil MacLennan (SIGNATURE) — October 6, 1989 (DATE)

js Neil MacLennan, Land Officer

RESPONSE SUMMARY

DATE: November 23, 1989

- [X] APPROVAL RECOMMENDED
- [ ] INTERESTS UNAFFECTED BY PROPOSED USE
- [ ] APPROVAL RECOMMENDED SUBJECT TO CONDITIONS OUTLINED ON REVERSE
- [ ] APPROVAL NOT RECOMMENDED DUE TO REASONS OUTLINED ON REVERSE
- [ ] PERMIT REQUIRED
- [ ] WISH TO BE NOTIFIED OF OUTCOME

SIGNED BY: Peter Bloodoff — TITLE: Director of Development Services

L230 R (04/88)

(To be completed by Lands office)

APPLICANT _____ OUR FILE No. _____

LAND LOCATION _____

APPLICATION IDENTIFIED HEREIN HAS RESULTED IN —

- [ ] LEASE
- [ ] LICENSE OF OCCUPATION
- [ ] INTERIM LICENSE OF OCCUPATION
- [ ] STATUTORY RIGHT OF WAY
- [ ] INVESTIGATIVE PERMIT (SECTION 10 LICENSE)
- [ ] DISALLOWANCE OF APPLICATION

THE TERM OF TENURE IS _____, COMMENCING _____

_____
SENIOR EXAMINER

L230 R (04/88) W-1172

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

LAND INQUIRIES - LAND MANAGEMENT BRANCH

RDOS FILE: F-33-2-89

PREVIOUS SUBMISSION: _____

LAND FILE: 3404417

AIR PHOTO: BCC 371 No. 066

DATE RECEIVED: October 12, 1989

Description of property: Unsurveyed Crown foreshore

Location: Okanagan Lake at Penticton

Proposed use: Lease to Indian Band pending transfer to Crown Canada

Existing land use: Bare land - fill area

Existing zoning: N/A Complies: Yes [ ] No [ ]

C.L.I. _____ N/A [x]

Approval by Agricultural Land Commission: Required [ ] Attached [ ] N/A [x]

Plan designation: N/A

Grid Road System: Yes [ ] No [ ] Specify N/A

Method of sewage disposal: Private septic system [ ] Community sewer system [ ] N/A

Septic tank limitation: Severe [x] Moderate [ ] Slight [ ] Not Known [ ]

Floodplain hazard: Yes [x] No [ ] Not Known [ ]

Soil stability hazard: High [ ] Moderate [ ] Low [ ] Not Known [x]

Other: _____

R E C O M M E N D A T I O N S

Staff: Given the present upland use, the proposed lease is supported. Nonetheless, it should be noted that the structures within this area have not been inspected with respect to compliance with Regional Bylaws or provincial regulations, as it was assumed that all buildings were located on Penticton Indian Reserve lands.

Date: November 23, 1989

Board Director: _____

Date: _____

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800

File: 3404417

April 10, 1990

Kent-McPherson Appraisals
Ste. 203-346 Lawrence Avenue
Kelowna, B. C.
V1Y 6L4

Attention: Rod Cook

Dear Sir:

Re: District Lot 5228, Osoyoos Division of Yale District

This will confirm our telephone request of April 10, 1990 for you to supply two copies of a brief narrative appraisal of the above described land.

The purpose of the appraisal is to determine the current fee simple value of the land, as if vacant. We expect that the land will be transferred to Federal Government for inclusion into the adjacent Indian Reserve. Your appraisal will form the basis for payment by the Federal Government.

The report is to include sufficient data to support the value conclusion presented. The data should include reasons for adjustments made to comparable sales, map showing location of sales, zoning details, time trends, etc. I understand that you will be valuing the land as both a separate parcel and for consolidation with the adjacent upland.

If you require further information concerning the property, please contact Neil MacLennan.

The appraisal is to be completed by a fully qualified appraiser currently practising in Canada and accredited to one of the major appraisal institutes of North America. Co-signing is not acceptable.

The appraisal will be reviewed by experienced Ministry appraisers

and may be subject to public scrutiny. Payment of the appraisal fee will not be authorized until the appraisal review has been completed and the report is found satisfactory to the Ministry.

Please sign and return the enclosed contract to our office. We understand that the total cost will not exceed $4,000 and the report will be in our hands not later than May 18, 1990.

Yours truly,

N.M.

Neil MacLennan
Land Officer

NM/mo

ENCLOSURE

British Columbia

Service Contract (General)

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Crown Lands
(the "Province") at the following address:
478 St. Paul Street
Kamloops, B. C.
Postal Code: V2C 2J6

MINISTRY CONTROL No.
FILE No. 3404417
PROJECT 3213

AND Kent-MacPherson Appraisals
(the "Contractor") at the following address:
203-346 Lawrence Avenue
Kelowna, B. C. V1Y 6L4

THE PROVINCE AND THE CONTRACTOR AGREE TO THE TERMS CONTAINED IN SECTIONS 1 THROUGH 23, INCLUSIVE, ON THE REVERSE SIDE OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THE "SCHEDULES"):

SCHEDULE "A" – SERVICES

(a) SERVICES

Appraisal of Lot 5228, Osoyoos Division of Yale District. See accompanying letter for details.

(b) TERM: FROM: April 10, 1990 TO: May 18, 1990

SCHEDULE "B" – CONTRACT PRICE

(a) CONTRACT PRICE: $4,000.00
(b) FEES:
(c) RATE:
(d) EXPENSES:
(e) BILLING DATES: Upon completion

SCHEDULE "C" – APPROVED SUBCONTRACTOR(S)

SCHEDULE "D" – INSURANCE

SCHEDULE "E" – ADDITIONAL TERMS

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the 10 day of April, 1990.

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province

(Authorized Representative)

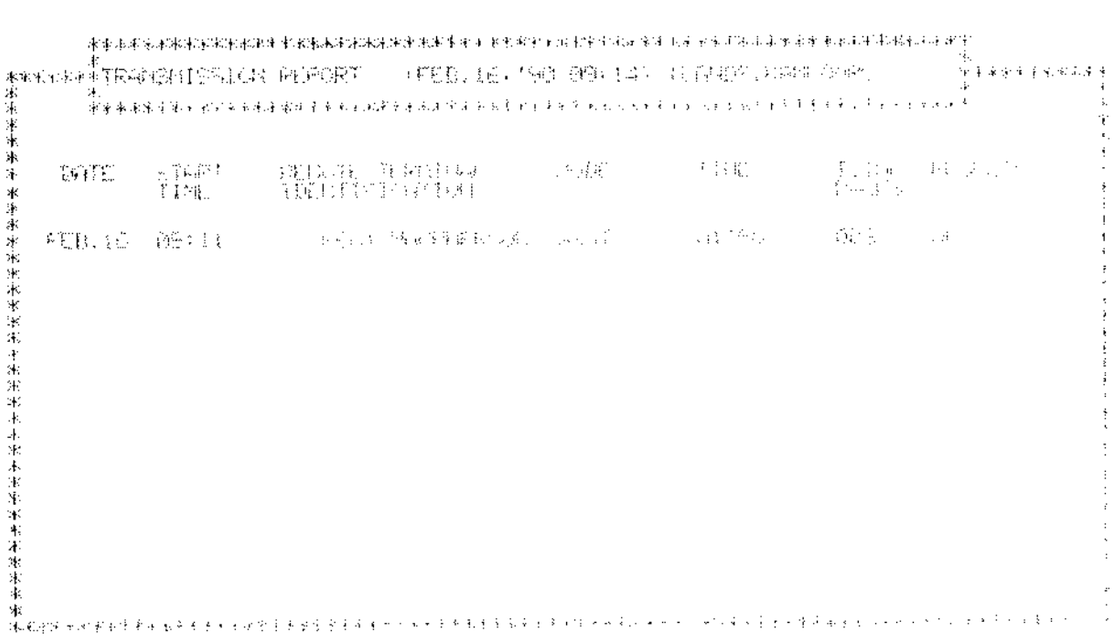
SIGNED AND DELIVERED on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)

(Name of Contractor)

By: (Authorized Signatory)

Read Terms on Reverse Side

QP4118 Rev. 89/06 (White:) (Canary:) (Pink:) (Golden Rod:)



Facsimile Transmission Header

MINISTRY OF CROWN LANDS
478 St. Paul Street, Kamloops, B.C. V2C 2J6
Phone: 828-4800 Fax: 828-4809

Pages to Follow: 2 **Date:** FEB 16/90 **Time:** 8:30

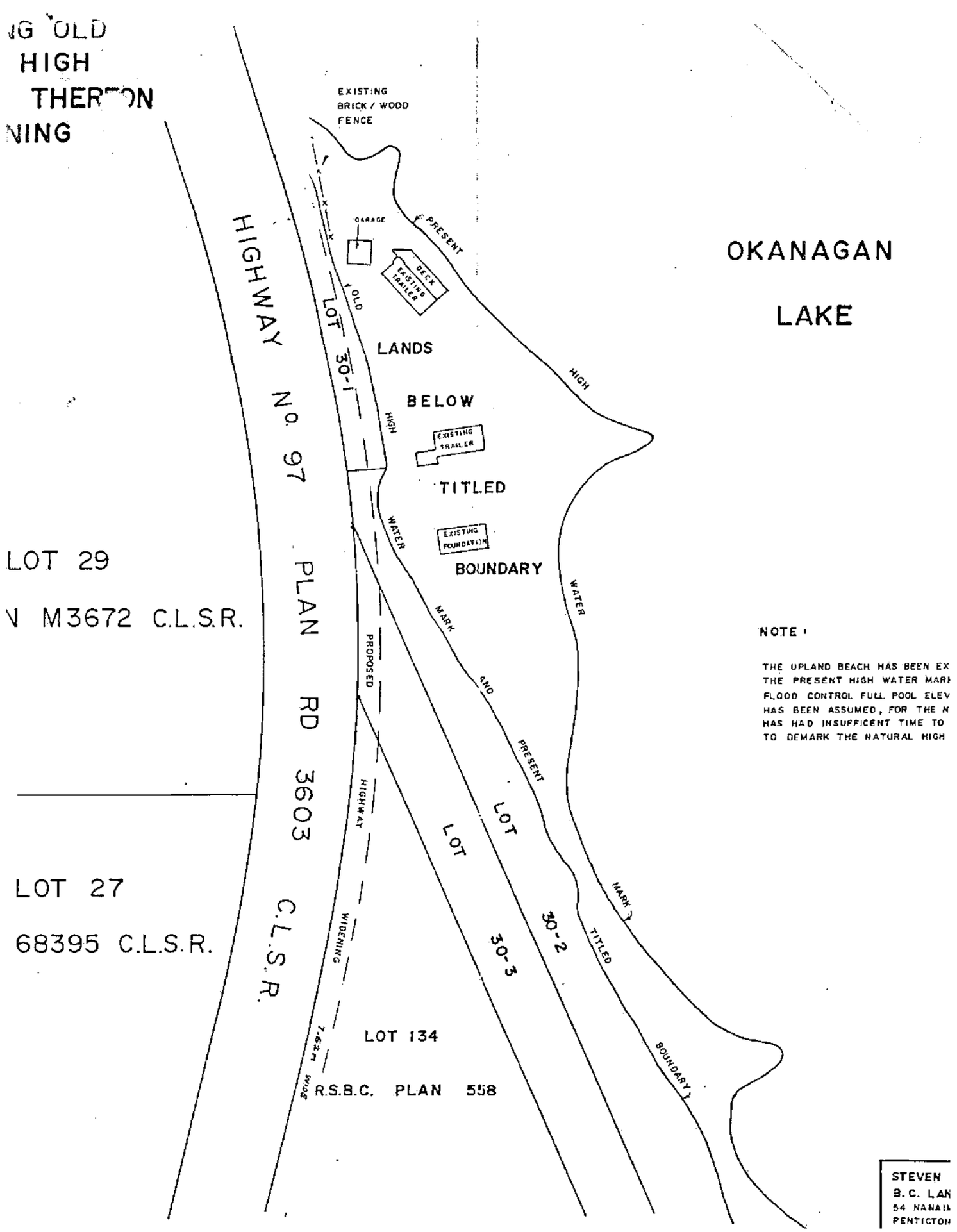
FROM: NEIL MACLENNAN

TO: ROD COOK

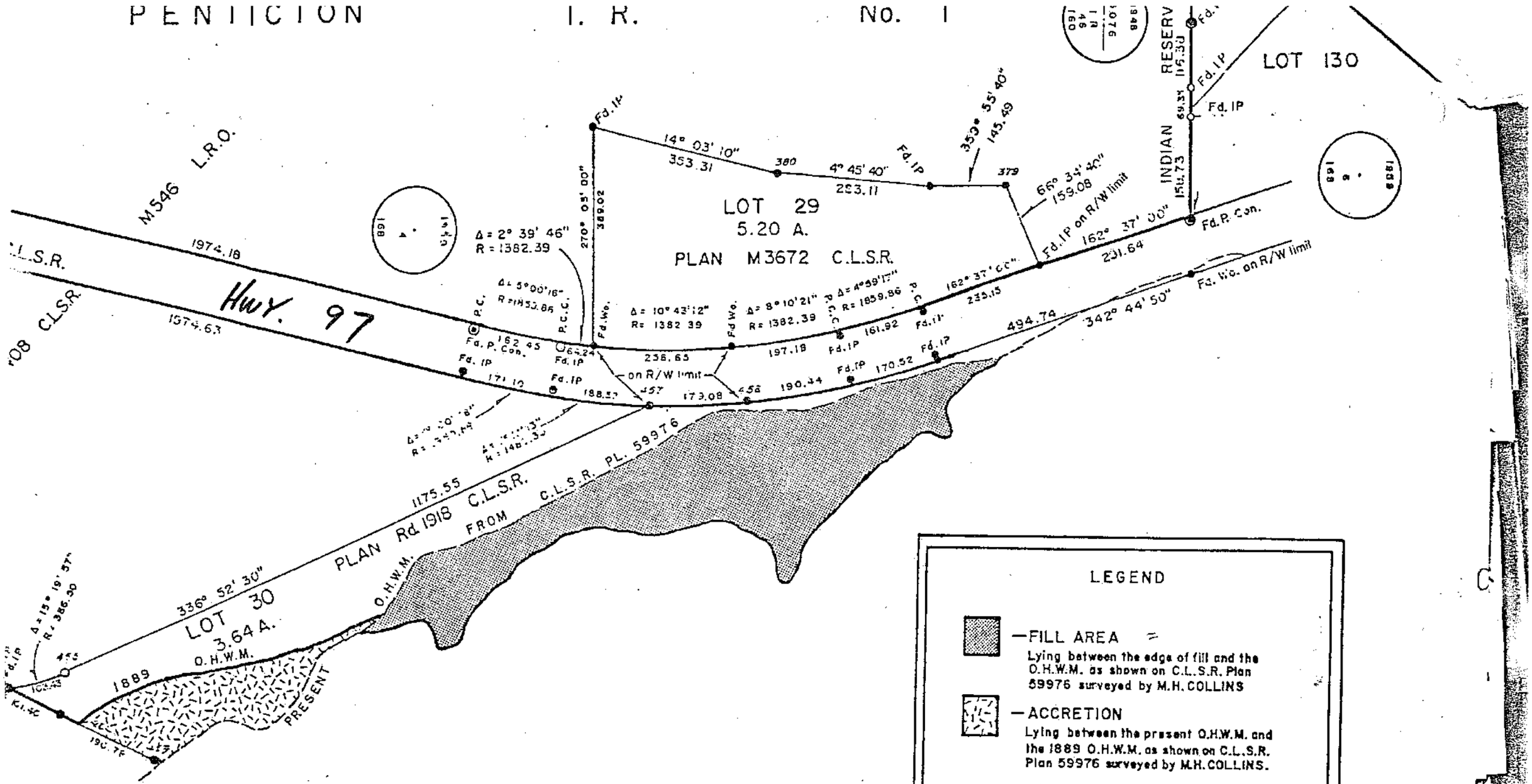
(**Fax:** 763-3365 **Phone:** 763-2236)

MESSAGE: As per our conversation, attached are two maps showing the filled area at Redwing Resorts in Penticton.

A survey plan will not be available for about 3 weeks.


NG OLD
HIGH
THERTON
NING
EXISTING
BRICK / WOOD
FENCE
GARAGE
DECK
EXISTING TRAILER
PRESENT
OLD
HIGH
WATER
MARK
OKANAGAN
LAKE
LOT 30-1
LANDS
BELOW
EXISTING TRAILER
TITLED
EXISTING FOUNDATION
BOUNDARY
HIGHWAY No. 97
PLAN RD 3603
C.L.S.R.
LOT 29
M3672 C.L.S.R.
PROPOSED
HIGHWAY
WIDENING
7.62m WIDE
LOT 30-3
LOT 30-2
LOT 134
R.S.B.C. PLAN 558
LOT 27
68395 C.L.S.R.
NOTE :
THE UPLAND BEACH HAS BEEN EX
THE PRESENT HIGH WATER MARI
FLOOD CONTROL FULL POOL ELEV
HAS BEEN ASSUMED, FOR THE N
HAS HAD INSUFFICENT TIME TO
TO DEMARK THE NATURAL HIGH
STEVEN
B.C. LAN
54 NANAI
PENTICTON

PETITION I. R. No. 1



LEGEND

—FILL AREA

Lying between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS

—ACCRETION

Lying between the present O.H.W.M. and the 1889 O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS.

SCALE 1 INCH = 200 FEET

Larry?

Province of British Columbia — Ministry of Crown Lands

Land Referral and Notice of Outcome

APPLICANT PROPONENT NAME: Ministry of Indian Affairs and Northern Development (Redwing Resorts Ltd)		FIELD OFFICE ADDRESS AND PHONE No.: 478 St. Paul Street, Kamloops, B.C. V2C 2J6, 828-4800	
APPLICATION PROPOSAL DATE: Oct. 2, 1989	REF. MAP No.: 82E-052 -2-2-2		OUR FILE No.: 3404417

Ministry of Health
300 Eckhardt Ave.,
Penticton, B.C.
V2A 1Z2

RECEIVED BY ON OCT 27 1989 MINISTRY OF

You are requested to comment on the following application. Your response should be received within 30 days by the undersigned. Where the time limit for response cannot be met, a verbal response should be made. Details of the application are provided. Lack of response will be considered as a positive reaction to the application.

LOCATION OF LAND: Okanagan Lake at Penticton	PARCEL SIZE: 1.55± ha
LEGAL DESCRIPTION: Unsurveyed Crown foreshore (filled area) fronting Penticton Indian Reserve #1, as shown on the attached map	
INTENDED LAND USE AND PERIOD REQUIRED: Lease to Indian Band, pending transfer to Crown Canada	
ADDITIONAL INFORMATION RELATED TO THE FOLLOWING IS AVAILABLE ON REQUEST	

AUTHORIZED SIGNATORY: Neil MacLennan (SIGNATURE) — October 6, 1989 (DATE)
Neil MacLennan, Land Officer

sjs

RESPONSE SUMMARY — DATE Oct. 16/89

- ☑ APPROVAL RECOMMENDED
- ☐ APPROVAL RECOMMENDED SUBJECT TO CONDITIONS OUTLINED ON REVERSE
- ☐ PERMIT REQUIRED
- ☐ INTERESTS UNAFFECTED BY PROPOSED USE
- ☐ APPROVAL NOT RECOMMENDED DUE TO REASONS OUTLINED ON REVERSE
- ☐ WISH TO BE NOTIFIED OF OUTCOME

SIGNED BY _____ TITLE

South Okanagan Health Unit
300 Eckhardt Avenue East
PENTICTON, B.C. V2A 3

L230 H (04/88)

(To be completed by Lands office)

APPLICANT _____ OUR FILE No. _____

LAND LOCATION _____

APPLICATION IDENTIFIED HEREIN HAS RESULTED IN —

☐ LEASE ☐ LICENSE OF OCCUPATION ☐ INTERIM LICENSE OF OCCUPATION ☐ STATUTORY RIGHT OF WAY
☐ INVESTIGATIVE PERMIT (SECTION 10 LICENSE) ☐ DISALLOWANCE OF APPLICATION

THE TERM OF TENURE IS _____, COMMENCING _____

SENIOR EXAMINER

L230 R (04/85) W-1172

Province of
British Columbia

Ministry of
Environment

Suite 201
3547 Skaha Lake Road
Penticton
British Columbia
V2A 7K2
Telephone: (604) 493-8261

December 4, 1989

MoE file: 77.0411

Your file: 3404417

Referral No.: 891018-13

Ministry of Crown Lands
478 St. Paul Street
Kamloops, B.C.
V2B 2J6

RECEIVED BY
ON
DEC 19 1989
MINISTRY OF
CROWN LANDS

Attention: Neil MacLennan,
Land Officer

Dear Sirs:

Re: LA-LEAS Leases

In regards to your letter of October 21, 1989, the Ministry of Environment, Okanagan Sub-Region provides the following comments.

We are opposed to alienation of this land on the basis that it will restrict future operational flexibility of the Okanagan Lake Flood Control Works. Further area considered to be within the one in 200 year flood plain and would therefore be subject to flooding during high water.

Yours truly,

W.A. Kastelen,
Director
Southern Interior Region

GREENSHEET
PLEASE ERNIE.
Thanks
M

Province of
British Columbia

Ministry of
Crown Lands

Mailing address:
Surveyor General Branch
Parliament Buildings
Victoria, B.C. V8V 1X5
Office location:
3400 Davidson Avenue
Victoria, B.C.
Telephone: (604) 387-4461
Fax: (604) 387-1830

OUR FILE 3404417

89-12-12

c/v

Mr. S. J. Buzikievich
British Columbia Land Surveyor
54 Nanaimo Avenue East
Penticton, B. C.
V2A 1L9

Dear Mr. Buzikievich:

Re: Application of Pendian Investments Inc. to acquire unsurveyed Crown land (bed of Okanagan Lake) fronting C.L.S.R. Plan 59976), Osoyoos Division of Yale District
B.C.G.S. 82E.052

This survey shall conform to the General Survey Instructions (Part 4) for surveys under the Land Act.

The area to be included in your survey is shown on the enclosed sketch and shall be designated District Lot 5228, Osoyoos Division of Yale District.

Any significant deviation from the sketch will require approval from the regional office.

Returns must be submitted to this office within one year of the date of these instructions.

Please note that these instructions are supplemental to the Act and the General Survey Instructions. Additional guidance and information may be readily obtained from this office.

Yours sincerely,

for Patrick Ringwood
Deputy Surveyor General

DLM:np
bcgeu
Encl.

cc: Regional Director, Thompson-Okanagan Region
Attention: E. Scherly

D.L. 5228 - PIN #014547330

PENTICTON I. R. No. 1

LOT 32
30.3 A.

PLAN 50408 C.L.S.R.

PLAN Rd. 3603 C.L.S.R.

M546 L.R.O.

194° 15' 20"

194° 15' 40"

1974.16

1974.63

LOT 29
5.20 A.
PLAN M3672 C.L.S.R.

LOT 30
3.64 A.

PLAN Rd 1918 C.L.S.R.

1175.55

336° 52' 30"

LOT 131

LOT 130

INDIAN RESERVE BOUNDARY
433.26
90° 03' 55"

151.73

162° 37' 00"
231.64

342° 44' 50"
494.74

353° 55' 40"
145.49

14° 03' 10"
353.31

4° 45' 40"
283.11

66° 34' 40"
159.08

270° 03' 00"
389.02

Δ = 2° 39' 46"
R = 1382.39

Δ = 5° 00' 16"
R = 1853.86

Δ = 10° 43' 12"
R = 1382.39

Δ = 8° 10' 21"
R = 1382.39

Δ = 4° 59' 17"
R = 1858.86

Δ = 15° 19' 57"
R = 386.30

258.65

187.18

161.92

225.15

173.08

190.44

170.52

188.57

162.45

171.10

1889 O.H.W.M.

PRESENT O.H.W.M.

FROM C.L.S.R. PL. 59976

3404417

OKANAGAN LAKE

Fd. IP

Fd. IP Con.

Fd. P. Con.

Fd. IP on R/W limit

Fd. Wo. on R/W limit

Fd. Wo.

P.C.C.

C.C.

P.T.

45°

457

458

379

380

LEGEND

— FILL AREA
Lying between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS

— ACCRETION
Lying between the present O.H.W.M. and the 1889 O.H.W.M. as shown on C.L.S.R. Plan 59976 surveyed by M.H. COLLINS.

SCALE 1 INCH = 200 FEET

O. D. Y. D.

DO NOT REMOVE FROM FILE. PART OF SURVEY INSTRUCTIONS.
THOMPSON OKANAGAN

SEND TO: Ministry of Crown Lands
478 St. Paul Street
Kamloops, B.C. V2C 2J6

FROM: Planning Department
THE REGIONAL DISTRICT OF OKANAGAN - SIMILKAMEEN
101 Martin Street
Penticton, B.C.
V2A 5J9

Neil

DEPT.

DATE: December 15, 1989

SUBJECT: Land Referral - Your File: 3404417 RDOS FILE: F 33 2 89

Attached please find the Advisory Planning Commission's comments regarding the above mentioned file.

RECEIVED BY
ON DEC 18 1989
PENTICTON
CROWN LANDS

REPLY

REPLY FROM

REPLY DATE

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

LAND INQUIRIES - LAND MANAGEMENT BRANCH

RDOS FILE: F-33-2-89

PREVIOUS SUBMISSION:

LAND FILE: 3404417

AIR PHOTO: BCC 371 No. 066

DATE RECEIVED: October 12, 1989

Description of property: Unsurveyed Crown foreshore

Location: Okanagan Lake at Penticton

Proposed use: Lease to Indian Band pending transfer to Crown Canada

Existing land use: Bare land - fill area

Existing zoning: N/A Complies: Yes [ ] No [ ]

C.L.I. _____ N/A [x]

Approval by Agricultural Land Commission: Required [ ] Attached [ ] N/A [x]

Plan designation: N/A

Grid Road System: Yes [ ] No [ ] Specify N/A

Method of sewage disposal: Private septic system [ ] Community sewer system [ ] N/A

Septic tank limitation: Severe [x] Moderate [ ] Slight [ ] Not Known [ ]

Floodplain hazard: Yes [x] No [ ] Not Known [ ]

Soil stability hazard: High [ ] Moderate [ ] Low [ ] Not Known [x]

Other:

R E C O M M E N D A T I O N S

Staff: Given the present upland use, the proposed lease is supported. Nonetheless, it should be noted that the structures within this area have not been inspected with respect to compliance with Regional Bylaws or provincial regulations, as it was assumed that all buildings were located on Penticton Indian Reserve lands.

Date: November 23, 1989

Board Director: The Advisory Planning Commission is concerned about the precedent that this legitimization will make to area residents - the leaseholder found an opportunity to build within the floodplain & what may be questionable fill materials.

Date: Dec 13, 1989

M. McKerton

THOMPSON - OKANAGAN
REGIONAL OFFICE

Applicant: PENDAN INVESTMENTS LTD.

Address:

Application Date:

File No.: 3404417
PIN No.: 4730630
Date: Dec 6/89
BCGS/NTS: 82E/12b
Requested By: E. SCHERLY

TYPE OF REQUEST	TYPE OF DISPOSITION	ENCLOSURES: SURVEY INSTRUCTIONS	ENCLOSURES: ACCRETIONS/BDY AMEND
☐ For Plotting Only	☐ Direct Sale/ Crown Grant	☑ L.21 Clearance	☐ L.21 Clearance
☐ Legal Description	☐ Lease to Purchase	☑ Inspection Report	☐ Inspection Report
☐ Document Prints	☑ Lease Only	☑ Sketch	☐ Sketch
☐ Calculate Area	☐ Licence	☑ Letter of Commitment	☐ Letter from L.T.O.
☐ Plan Amendment	☐ Right of way/ Easement	☑ Surveyors Request for Instructions	☐ Surveyor's Covering Letter
☐ Examination Sketch	☐ Reserve	☑ Land Officer's Name	☐ Photographs
☑ Survey Instructions	☐ T.A.C.	NEIL MACLENNAN (Please Print)	☐ Land Officer's Name
☐ Prelim Instructions		Instruction Fee Paid Yes ☐ No ☐	_____ (Please Print)
☐ Mark All Boundaries			Application Fee Paid Yes ☐ No ☐
☐ Accretion/ Bdy. Amend.			

Additional Instructions: Please expedite instructions if possible

Requisition returned for following reasons

☐ Incomplete _____

☐ Other _____

_____

Signature

Remarks/Fronts On:

Province of
British Columbia

Ministry of
Crown Lands

3404417

File: 0234595#2
Your File: E5643-07397-
Surveys & Reserves
(Penticton#1) (RT28)

NOV. 27 1989

Ms. Doreen Mullins
A/Regional Director General
British Columbia Region
Indian and Northern Affairs Canada
P.O. Box 1000, 800 Burrard Street
Vancouver, B.C. V6Z 2J3

Dear Ms. Mullins:

Thank you for your letter of October 10, 1989 relative to the lease of an area of fill in Okanagan Lake fronting Penticton Indian Reserve No. 1 to Pendlan Investments Inc. (a Penticton Indian Band corporation) and a proposed sublease of the area to Red Wing Resorts Ltd.

Since receipt of your letter a member of my staff has discussed its contents by telephone, with Mr. Chris Cooter, A/Senior Conveyance Officer, Lands, Revenues and Trusts, of your department, who has advised that the matters referred to in your letter have been either resolved or are no longer of concern. As you are no doubt aware, several changes in wording of special provisos in the lease were made on the recommendations of your department, particularly with regard to transition of the area into Indian Reserve status at a future date. It is my understanding that all parties involved are now satisfied with the terms and conditions of the lease.

Thank you again for bringing your concerns to my attention.

Yours sincerely,

E.R. Macgregor
Deputy Minister

cc: Mr. C. Cooter,
A/Senior Conveyance Officer,
Indian and Northern Affairs

Mr. J. Thompson, Regional Director,
Thompson Okanagan Region

Kinsman & Company

BARRISTERS-AT-LAW SOLICITORS
NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J9
TELECOPIER (604) 492-5625

P. S. Mott
M. J. R. Ross
M. F. Smith*
R. W. Rutherford
R. P. Thompson
J. D. Thomas*
C. M. Ferguson-Davie
C. L. Albas*

*ALSO LICENSED FOR TRIAL WORK IN ALBERTA

SUITE 100
166 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-2624

REPLY ATTN Richard P. Thompson

OUR FILE WA-7461

YOUR FILE 3404417

November 21, 1989

VIA COURIER

RECEIVED BY
ON
NOV 22 1989
MINISTRY OF
CROWN LANDS

Ministry of Crown Lands
478 St. Paul Street
KAMLOOPS, B.C.
V2C 2P9

ATTENTION: Mr. Ernie Scherley

Gentlemen:

Re: Red Wing Resorts Ltd. - Pendian Investments Inc.

Please find enclosed herewith the original and two copies of the Lease relating to the above matter duly executed by the Lessee.

We also enclose herewith a copy of the Sub-Lease for your records, which we confirm you have granted your prior approval to the form thereof.

We would most appreciate if you would forward to us one executed copy of the enclosure and forward the other copy to Mr. Graham Allen, Counsel for Pendian Investments Inc. c/o Snarch and Allen, Barristers & Solicitors, 948 Howe Street, Vancouver, B.C. V6Z 1N9.

We also confirm that our client has now initiated the necessary survey work in order that we may progess to registration of the lands described in the Lease in the Kamloops Land Title office.

On behalf of our client, and more particularly the writer, we wish to take this opportunity the thank your Mr. Scherley for his efforts in assisting the completion of what has been a most difficult and protracted matter.

Yours faithfully,

KINSMAN & COMPANY

Per:

Richard P. Thompson

RPT12/u/vb
Enc.
cc: Snarch & Allen
Red Wing Resorts Ltd.

THIS SUBLEASE made this 20th day of October, 1989.

In Pursuance to the "Land Transfer Form Act, Part 2".

BETWEEN:

Pendian Investments Inc., a company duly incorporated under the laws of the Province of British Columbia and having a mailing address of R.R. #2, Site 80, Comp.19, Penticton, B.C., V2A 6J7;

(hereinafter called the "Sub-Landlord")

AND:

Red Wing Resorts Ltd., a company duly incorporated under the laws of the Province of British Columbia and having its Records and Registered Office at 100 - 166 Main Street, Penticton, British Columbia;

(hereinafter called the "Sub-Tenant")

WHEREAS:

A. By a Lease dated for reference the 20th day of October, 1989 (hereinafter called the "Head-Lease"), Her Majesty The Queen in Right of The Province of British Columbia (hereinafter called the "Head-Landlord") leased to Pendian Investments Inc. (hereinafter called the "Head-Tenant" or Sub-Landlord") the Premises therein described (hereinafter called the "Premises") for the term commencing the 20th day of October, 1989 and expiring on the 30th day of June, 2027;

B. The Sub-Tenant has requested the Sub-Landlord to sub-lease to it the Premises described on Schedule "A" hereto (hereinafter called the "Sub-Premises).

IN CONSIDERATION of the premises, covenants, warranties, representations and rent, the parties hereto agree as follows:

1. DEMISE - The Sub-Landlord leases to the Sub-Tenant the Sub-Premises.

2. TERM - Subject to the terms and conditions herein the Sub-Tenant shall have and hold the Sub-Premises for a term commencing October 20, 1989 and terminating on June 29, 2027.

3. RENT - Yielding and paying from the Sub-Tenant to the Sub-Landlord annual rent as provided in paragraph 10.01 herein;

4. PAYMENT OF RENT - All payments of rent hereunder unless directed otherwise by the Head-Landlord shall be paid directly to the Head-Landlord;

5. COVENANTS OF THE SUB-TENANT - The Sub-Tenant covenants with the Sub-Landlord as follows:

   (a) To pay Rent, as aforesaid;

   (b) To use the Sub-Premises only for residential subdivision and community building;

   (c) To perform and observe all of the covenants on the part of the Sub-Landlord under the provisions of the Head-Lease, other than the covenant to pay Rent thereunder and to keep the Sub-Landlord indemnified against all actions, suits, expenses, claims and demands in respect of such covenants.

6. INSURANCE - The Sub-Landlord has the option to place the amount of insurance required under the provisions of the Head-Lease, or to require the Sub-Tenant to place such insurance. If the Sub-Landlord elects to place such Insurance, then the Sub-Tenant agrees to pay such cost. If the Sub-Landlord requires the Sub-Tenant to place any such policies, then the Sub-Tenant will provide copies of such policies to the Sub-Landlord, and will name the Sub-Landlord as an additional insured.

7. NOTICE - A notice, demand, request, consent or other instrument required or permitted to be given under this Sub-Lease, shall be in writing and shall be given and deemed to be received as provided herein. Notices shall be addressed:

   (a) If to the Sub-Landlord, as follows:

   Pendian Investments Inc.
   R.R. #2, Site 80, Comp. 19
   PENTICTON, British Columbia
   V2A 6J7

   (b) If to the Sub-Tenant, as follows:

   Red Wing Resorts Ltd.
   100 - 166 Main Street
   PENTICTON, British Columbia
   V2A 5A4

8. The parties hereto agree as follows:

   (a) That the terms and conditions of the Head-Lease shall apply to this Sub-Lease unless expressly modified herein;

   (b) The Sub-Landlord shall not be responsible whatsoever for any breaches committed by the Head-Landlord in the Head-Lease;

(c) All terms and provisions of the Head-Lease shall apply equally to this Sub-Lease to the same extent as if they had been modified as the context of this Sub-Lease may require;

(d) That the Sub-Landlord shall not be obliged to perform any of the obligations of the Head-Landlord under the terms of the Head-Lease that are beyond the powers of the Sub-Landlord to do;

(e) If any terms are not expressly stated herein, such terms shall be governed by the Head-Lease which shall apply mutatis mutandis.

9. REGISTRATION - The Sub-Lessee shall pay for all registration costs incurred in connection with the registration of this Sub-Lease.

10. SPECIAL PROVISOS -

10.01 The Rental for the term shall be:

(a) during the first five years of the term an annual rental of $8,500.00, payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date;

(b) during each successive five year period of the term thereafter (herein called a "Lease Period") an annual rental equivalent to the rental payable of the Sub-Landlord to the Head-Landlord payable in advance, beginning on the date of commencement of each Lease Period and thereafter on each successive anniversary of that date.

10.02 Subject to paragraph 10.01 (b) the Sub-Landlord may by notice in writing to the Sub-Lease not less than 15 days before the commencement of any Lease Period, increase the amount of annual rental specified in the notice which shall constitue conclusive evidence of the annual rental payable during the Lease Period in respect of which the notice is given.

10.03 If the Sub-Landlord does not give notice to the Sub-Tenant under section 10.02 in respect of any Lease Period, the annual rental payable during that Lease Period shall be equal to the annual rental payable during the immediately preceding Lease Period, or in the case of the first Lease Period, the immediately preceding five years.

10.04 The Sub-Tenant shall at its sole cost and expense complete a boundary plan of the Premises (the "Plan") and which Plan is to be prepared by a British Columbia Land surveyor in compliance with the instructions of the Surveyor General of British Columbia.

10.05 In the event that any existing habitable improvement on the Premises is substantially destroyed or damaged, the Sub-Tenant shall not subsequent to such substantial destruction or damage, construct, erect or maintain any new or replacement habitable improvement on the Premises within 7.5 metre of the natural boundary of Okanagan Lake nor at an elevation where the underside of the wooden floor system or top of pad of any such improvement is less than 343.66 metres Geodetic Survey of Canada datum.

10.06 The Sub-Tenant agrees not to claim damages from the Sub-Landlord or hold the Sub-Landlord responsible for damages caused by flooding or erosion to the Premises or to any existing improvement on the Premises.

10.07 Nothwithstanding any other term or provision of this Lease, the Sub-Tenant further covenants and agrees:

(a) that within 30 days of confirmation of the Legal survey plan of the Premises by the Surveyor General:

(i) he shall submit this Lease for registration at the Kamloops Land Title Office and provide the Sub-Landlord with a State Title Certificate of the Premises confirming registration of the lease as a charge against the Premises;

(b) in the event the administration, control and benefit of the Premises is transferred to Canada for Indian Reserve purposes during the term of this Sub-Lease, the Sub-Lease shall terminate immediately upon the acceptance by the Governor-In-Council of a designation vote enabling the Premises to be leased to Red Wing Resorts Ltd. on the same terms and conditions as its existing Lease on the Penticton Indian Reserve No. 1 and on the condition that Red Wing Resorts Ltd. receive the said replacement Lease;

(c) that within six (6) months of the Commencement Date, the Sub-Tenant shall have stabilized the high water mark of the Premises to the satisfaction of Her Majesty the Queen in Right of the Province of British Columbia;

(d) that within three (3) months of the Commencement Date, the Sub-Tenant shall have submitted to Her Majesty in Right of the Province of British Columbia a further application for a License of occupation over those Crown lands fronting the Land where the Sub-Tenant's docks are situate.

10.08 The Plan when approved by Her Majesty in Right of the Province of British Columbia shall conclusively determine the boundaries of the Premises and any consequential changes necessary to the Legal Description Schedule as a result of the completion of the Plan shall be made and a new Legal Description Schedule substituted for the existing Legal Description Schedule, and the parties hereby agree to such substitution.

11. CONSENTS - Wherever consents are required to be obtained from the Head-Landlord in the Head-Lease, they shall be required to be obtained from the Sub-Landlord in the Sub-Lease in addition to the Head-Landlord in the Head-Lease.

12. SUB-SUB-LEASES - The Sub-Landlord acknowledges that the Sub-Tenant will from time to time enter into sub-sub-leases for portions of the Premises and the Sub-Landlord confirms no consents will be required from the Sub-Landlord for such sub-sub-leases provided the said sub-sub-leases are for residential purposes only and the terms thereof are for less than the term herein.

IN WITNESS WHEREOF the parties hereto have executed this Sub-Lease the day and year first above written.

THE CORPORATE SEAL of)
PENDIAN INVESTMENTS INC.)
was hereunto affixed in the)
presence of:)
)
)
)
Authorized Signatory)
)
)
Authorized Signatory) C/S

THE CORPORATE SEAL of)
RED WING RESORTS LTD.)
was hereunto affixed in the)
presence of:)
)
)
)
Authorized Signatory) C/S
)
)
Authorized Signatory)

CORPBB/g/jo

10.08 The Plan when approved by Her Majesty in Right of the Province of British Columbia shall conclusively determine the boundaries of the Premises and any consequential changes necessary to the Legal Description Schedule as a result of the completion of the Plan shall be made and a new Legal Description Schedule substituted for the existing Legal Description Schedule, and the parties hereby agree to such substitution.

11. CONSENTS - Wherever consents are required to be obtained from the Head-Landlord in the Head-Lease, they shall be required to be obtained from the Sub-Landlord in the Sub-Lease in addition to the Head-Landlord in the Head-Lease.

12. SUB-SUB-LEASES - The Sub-Landlord acknowledges that the Sub-Tenant will from time to time enter into sub-sub-leases for portions of the Premises and the Sub-Landlord confirms no consents will be required from the Sub-Landlord for such sub-sub-leases provided the said sub-sub-leases are for residential purposes only and the terms thereof are for less than the term herein.

IN WITNESS WHEREOF the parties hereto have executed this Sub-Lease the day and year first above written.

THE CORPORATE SEAL of)
PENDIAN INVESTMENTS INC.)
was hereunto affixed in the)
presence of:)
)
)
Authorized Signatory) C/S
)
)
Authorized Signatory)

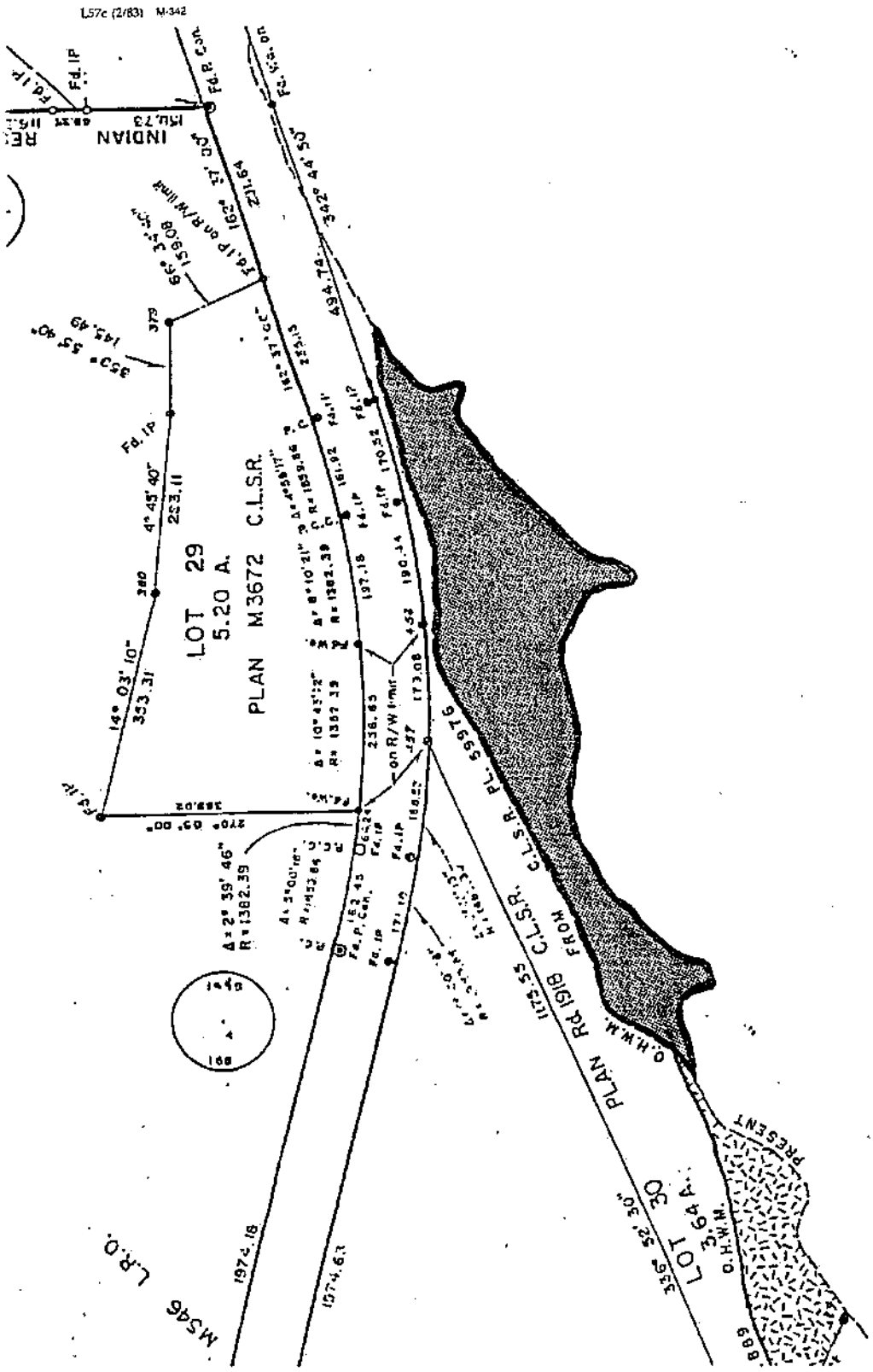
THE CORPORATE SEAL of)
RED WING RESORTS LTD.)
was hereunto affixed in the)
presence of:)
)
)
Authorized Signatory) C/S
)
)
Authorized Signatory)

CORPBB/g/jo

SCHEDULE "A"

1.1 Legal Description

All that foreshore or land covered by water being part of the bed of Okanagan Lake adjoining Indian Reserve Number 1 "Penticton", Osoyoos Division of Yale District, more particularly shown outlined in red on plan below and containing 1.550 hectares, more or less.



PARIS FORM NO. LTA 6

LAND TITLE ACT

Form 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 20TH day of NOVEMBER , 19 89 ,
at PENTICTON , in British Columbia,

~~(*whose identity has been proved by the evidence on oath of~~ ARCHIE JACK

who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of Pendian Investments Inc.
and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office,

at PENTICTON ,

this 21ST day of NOVEMBER , 19 89 .

Richard P. Thompson Barrister & Solicitor
#100 - 166 Main St. Penticton, B.C.
V2A 5A4

‡ A Commissioner for Taking Affidavits for British Columbia

*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.

†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call for further evidence of the existence of the corporation.

‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

PARIS FORM NO. LTA 6

LAND TITLE ACT

Form 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the day of , 19 ,
at , in British Columbia,

(*whose identity has been proved by the evidence on oath of

who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of Red Wing Resorts Ltd
and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office,

at ,

this day of , 19 .

‡

*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.

†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call for further evidence of the existence of the corporation.

‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

DATED

BETWEEN:

PENDIAN INVESTMENTS INC.

AND:

RED WING RESORTS LTD.

SUBLEASE

KINSMAN & COMPANY
BARRISTERS AND SOLICITORS
SUITE 100, 166 MAIN STREET
PENTICTON, B.C.
V2A 5A4

CORPBB/g/jo

S.J. BUZIKIEVICH, B.C.L.S.

Steven J. Buzikievich
BRITISH COLUMBIA LAND SURVEYOR

54 Nanaimo Ave. E.
Penticton, B.C.
V2A 1L9
Phone (604) 492-0559

OUR FILE NO. _____

YOUR FILE NO. _____

3404417 NEIL

October 23rd, 1989

RECEIVED BY
ON
OCT 26 1989
MINISTRY OF
CROWN LANDS

Ministry of Crown Lands
Thompson-Okanagan Region
478 St. Paul Street
Kamloops, B.C.
V2C 2T6

Attention: E. Sherley

RE: CROWN LAND ACQUISTION
REDWING RESORTS

Please be advised that I have been retained by Redwing Resorts Ltd. to prepare a plan of survey of Crown Lands fronting Penticton Indian Reserve No. 1, Penticton, B.C.. The lands in question front Lot 30-1, Penticton Indian Reserve No. 1.

Yours truly,

Steven J. Buzikievich
B.C.L.S.

cc: Mr. R. Box
Redwing Resorts Ltd.

CROWN LAND STATUS

MINISTRY OF CROWN LANDS

File No.: 3404447

Date: Oct 11/89

Region No.: 3

Applicant: PENDAN INVESTMENTS INC.

Purpose: Residential Subdivision

Application entered by: ..... Date: .....

PIN: 004-730-630

PIN: .....

PIN: .....

PIN: .....

PIN: .....

PIN: .....

Plotted on Map Sheet/Plan

by: MM Date: Oct 11/89

N.T.S./B.C.G.S./PLAN No.

82E/12b

82E.052.2.2.2

Amended by: .....

Date: .....

Reverted: Yes ☐ No ☐ Description of Reversion: .....

PID No.: .....

MAP CLEARANCE

Description: all that foreshore or land covered by water being part of the bed of Okanagan Lake, fronting Indian Reserve #1, Osoyoos Division of Yale District

Area: 1.5± ha. Plan: ..... Tube/Tray: .....

Location: PENTICTON

	Name	Code
Assessment Area	PENTICTON	17
Land Title Office	KAMLOOPS	1
Regional District	OK-Similk	21
Municipality	PENTICTON	27c
Electoral District	Boundary Similk	03
Provincial Forest		

REFERENCE MAP MATERIAL FORWARDED TO SURVEYOR GENERAL BRANCH FOR:

☐ PLOTTING

BY: ..... DATE: .....

☐ DOCUMENT PRINT

BY: ..... DATE: .....

Forest Service Clearance Requested: Yes ☐ No ☒ Date: .....

Forest District .....

Within Agricultural Land Reserve: Yes ☐ No ☒ Partial: .....

Within Indian Reserve Cut-Off: Yes ☐ No ☒

Upland parcel fronts on ..... (body of water)

Foreshore parcel adjoins Indian Reserve #1 (upland)

Crossed by ..... (river or creek)

Crossed by/Adjoins — Railway .....

Crossed by/Adjoins — Other R/W .....

Crossed by/Adjoins — Highway/Road .....

OTHER CONFLICTS AND REMARKS

0234595 - 12(c

DISPOSITION BY OTHER AGENCIES

Mineralized Area .....

Mineral Claim Staking .....

Mineral Claim Surveyed .....

Designated Placer Area .....

Placer Mining Lease .....

Coal Licence .....

Timber Sale .....

Tree Farm Licence .....

Christmas Tree Permit .....

Timber Berth .....

Timber Licence .....

Special Timber Licence .....

Pulp Lease .....

Petroleum and Natural Gas Act .....

Range Act .....

E & N Land Grant .....

Other (specify) .....

L 21 (R 1/89)
M26-2179

Facsimile Transmission Header

MINISTRY OF CROWN LANDS
478 St. Paul Street, Kamloops, B.C. V2C 2J6
Phone: 828-4800 Fax: 828-4809

Pages to Follow: 7 **Date:** Dec 6/89 **Time:** _____

FROM: Ernie Scherly

TO: Survey Control Section

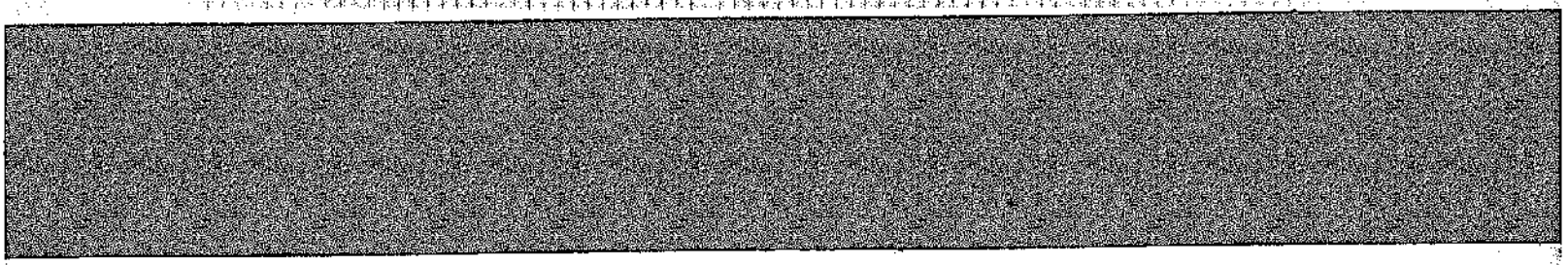
(**Fax:** 356-9179 **Phone:** _____)

MESSAGE: Request for survey construction. Originals will follow in the mail.

Ernie S.

TRANSMISSION REPORT (DEC.04,'99 15:44) :LANDS.KAMLOOPS

DATE	START TIME	REMOTE TERMINAL IDENTIFICATION	MODE	TIME	TOTAL PAGES	RESULTS
DEC.04	15:39	6044825525	G3E1	05'12"	010	01



Facsimile Transmission Header

MINISTRY OF CROWN LANDS
478 St. Paul Street, Kamloops, B.C. V2C 2J6
Phone: 828-4800 Fax: 828-4809

Pages to Follow: 1 **Date:** Dec 4/89 **Time:** _____

FROM: ERNIE SCHERLY

TO: RICHARD THOMPSON

KINSMAN & COMPANY

(Fax: _____ **Phone:** _____ **)**

MESSAGE: Copy of lead lease to Lendrum.

Ernie.

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4600

Our File: 3404417
Your File: 2398

December 4, 1989

Pendian Investments Inc.
c/o Snarch & Allen
Barristers and Solicitors
948 Howe Street
Vancouver, B.C., V6Z 1N9

FS ENT'D JAN 5 1990

Attention: W. Graham Allen

Dear Mr. Allen:

It is my pleasure to enclose your original copy of Lease Number 333803 duly executed on behalf of the Regional Director.

The Lease is issued in your name for a term of 37 years, 8 months and 12 days commencing the 20th day of October, 1989 for residential subdivision and community building purposes, at the rental of $8,500.00 for the first five years only.

This Lease covers all that foreshore or land covered by water being part of the bed of Okanagan Lake adjoining Indian Reserve No. 1 "Penticton", Osoyoos Division of Yale District, more particularly shown outlined in red on plan attached and containing 1.550 hectares more or less.

Please submit a fully signed copy of the sublease agreement between Pendian Investments and Redwing Resorts Ltd. within the next 30 days along with the original copy of the lease document so we can endorse that agreement on the lease. The $250.00 fee for registering the sublease has already been received.

Please do not hesitate to contact me if you have any questions or require assistance. It continues to be our pleasure to be of service.

Yours truly,

Ernest Scherly

E. Scherly, Assistant
Senior Examiner

ES/sjs
enc.
cc: Government Agent, Penticton
B.C. Assessment Authority, Penticton
Director, Land Records, Victoria
Regional District of Okanagan Similkameen
Kinsman & Company, Box 40, Penticton, B.C., V2A 6J9,
Attention: Richard P. Thompson File: WA7461

Kinsman & Company

BARRISTERS-AT-LAW SOLICITORS
NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J3
TELECOPIER (604) 492-5525

REPLY ATTN Richard P. Thompson

OUR FILE WA - 7461/88

YOUR FILE 3404417

P. S. Mott
M. J. R. Ross
M. F. Smith*
R. W. Rutherford
R. P. Thompson
J. D. Thomas*
C. M. Ferguson-Davie
C. L. Albas*

*ALSO LICENSED FOR TRIAL WORK IN ALBERTA

SUITE 100
186 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-2624

November 23, 1989

VIA COURIER

3404417

93869

Ministry of Crown Lands
478 St. Paul Street
KAMLOOPS, B.C.
V2C 2P9

ATTENTION: Mr. Ernie Scherley

Gentlemen:

Re: Red Wing Resorts Ltd. - Pendian Investments Inc.

Further to the conversation between the writer and your Mr. Scherley on Wednesday, November 22, 1989, we are pleased to enclose herewith our firm cheque in the amount of $8,900.00 representing the first year's rent plus your fee relating thereto.

We look forward to receipt of an executed copy of the Head Lease.

Yours faithfully,

KINSMAN & COMPANY

Per:

Richard P. Thompson

WA - 7461/88
NWH/o/nwh
Encls.
cc Red Wing Resorts Ltd.

RECEIVED
NOV 27 1989
$ 8900.00
BY

NOV 27 1989 COMP. ENTD

Lease (2) $500
Def. $150
Rent & $250 Lease Renew

RECEIVED BY
ON NOV 27 1989
MINISTRY OF
CROWN LANDS

Kinsman & Company

BARRISTERS-AT-LAW SOLICITORS
NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6K3
TELECOPIER (604) 492-6525

P. S. Mott
M. J. R. Ross
M. F. Smith*
R. W. Rutherford
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J. D. Thomas*
C. M. Ferguson-Davie
C. L. Albas*

*ALSO LICENSED FOR TRIAL WORK IN ALBERTA

SUITE 100
166 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-2624

REPLY ATTN: Richard P. Thompson

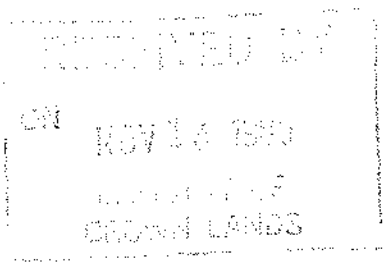
OUR FILE: WA-7461

YOUR FILE: 2398

November 10, 1989

VIA TELECOPIER

Snarch and Allen
Barristers & Solicitors
948 Howe Street
VANCOUVER, B.C.
V6Z 1N9



ATTENTION: W. Graham Allen, Esq.

Gentlemen:

Re: Red Wing Resorts Ltd. - Penticton IR No. 1

Further to the conversation between the writer and your Mr. Allen on Thursday, November 9, 1989, we are pleased to enclose herewith the amended paragraph 10.07(b) for your consideration.

We would appreciate if you would advise as to the acceptability of the amended paragraph at your earliest convenience.

Yours faithfully,

KINSMAN & COMPANY

Per: V Bach

Richard P. Thompson

CORPBB/g(7)/vb

Enc.
cc: Ministry of Crown Lands
Red Wing Rsorts Ltd.

10.05 In the event that any existing habitable improvement on the Premises is substanially destroyed or damaged, the Sub-Tenant shall not subsequent to such substantial destruction or damage, construct, erect or maintain any new or replacement habitable improvement on the Premises within 7.5 metre of the natural boundary of Okanagan Lake nor at an elevation where the underside of the wooden floor system or top of pad of any such improvement is less than 343.66 metres Geodetic Survey of Canada datum.

10.06 The Sub-Tenant agrees not to claim damages from the Sub-Landlord or hold the Sub-Landlord responsible for damages caused by flooding or erosion to the Premises or to any existing improvement on the Premises.

10.07 Nothwithstanding any other term or provision of this Lease, the Sub-Tenant further covenants and agrees:

(a) that within 30 days of confirmation of the Legal survey plan of the Premises by the Surveyor General:

(i) he shall submit this Lease for registration at the Kamloops Land Title Office and provide the Sub-Landlord with a State Title Certificate of the Premises confirming registration of the lease as a charge against the Premises;

(b) in the event the administration, control and benefit of the Premises is transferred to Canada during the term of this Sub-Lease, the Sub-Lease shall terminate immediately upon the acceptance by the Governor-In-Council of a designation vote enabling the Premises to be leased to Red Wing Resorts Ltd. on the same terms and conditions as its existing Lease on the Penticton Indian Reserve and on the condition that Red Wing Resorts Ltd. receive the said replacement Lease;

(c) that within six (6) months of the Commencement Date, the Sub-Tenant shall have established the high water mark of the Premises to the satisfaction of Her Majesty the Queen in Right of the Province of British Columbia;

(d) that within three (3) months of the Commencement Date, the Sub-Tenant shall have submitted to Her Majesty in Right of the Province of British Columbia a further application for a License of occupation over those Crown lands fronting the Land where the Sub-Tenant's docks are situate.

Kinsman & Company

BARRISTERS-AT-LAW SOLICITORS
NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J9
TELECOPIER (604) 492-8525

P. S. Mott
M. J. R. Ross
M. F. Smith*
R. W. Rutherford
R. P. Thompson
J. D. Thomas*
C. M. Ferguson-Davie
C. L. Albas*

*ALSO LICENSED FOR TRIAL WORK IN ALBERTA

SUITE 100
186 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-2624

REPLY ATTN: Richard P. Thompson

OUR FILE: WA-7461

YOUR FILE: 2398

November 10, 1989

VIA TELECOPIER

RECEIVED BY
ON
NOV 1 [illegible] 1989
MINISTRY OF
CROWN LANDS

Snarch and Allen
Barristers & Solicitors
948 Howe Street
VANCOUVER, B.C.
V6Z 1N9

ATTENTION: W. Graham Allen, Esq.

Gentlemen:

Re: Red Wing Resorts Ltd. - Penticton IR No. 1

Further to our letter of today's date regarding the above matter, please find enclosed herewith a further amendement to paragraph 10.07(b) including the minor changes requested today by the Ministry of Crown Lands (underlined).

Yours faithfully,

KINSMAN & COMPANY

Per: V. Back
Richard P. Thompson

CORPBB/g(7)/vb

Enc.
cc: Ministry of Crown Lands
Red Wing Rsorts Ltd.

10.05 In the event that any existing habitable improvement on the Premises is substantially destroyed or damaged, the Sub-Tenant shall not subsequent to such substantial destruction or damage, construct, erect or maintain any new or replacement habitable improvement on the Premises within 7.5 metre of the natural boundary of Okanagan Lake nor at an elevation where the underside of the wooden floor system or top of pad of any such improvement is less than 343.66 metres Geodetic Survey of Canada datum.

10.06 The Sub-Tenant agrees not to claim damages from the Sub-Landlord or hold the Sub-Landlord responsible for damages caused by flooding or erosion to the Premises or to any existing improvement on the Premises.

10.07 Nothwithstanding any other term or provision of this Lease, the Sub-Tenant further covenants and agrees:

(a) that within 30 days of confirmation of the Legal survey plan of the Premises by the Surveyor General:

(i) he shall submit this Lease for registration at the Kamloops Land Title Office and provide the Sub-Landlord with a State Title Certificate of the Premises confirming registration of the lease as a charge against the Premises;

(b) in the event the administration, control and benefit of the Premises is transferred to Canada for Indian Reserve purposes during the term of this Sub-Lease, the Sub-Lease shall terminate immediately upon the acceptance by the Governor-In-Council of a designation vote enabling the Premises to be leased to Red Wing Resorts Ltd. on the same terms and conditions as its existing Lease on the Penticton Indian Reserve No. 1 and on the condition that Red Wing Resorts Ltd. receive the said replacement Lease;

(c) that within six (6) months of the Commencement Date, the Sub-Tenant shall have established the high water mark of the Premises to the satisfaction of Her Majesty the Queen in Right of the Province of British Columbia;

(d) that within three (3) months of the Commencement Date, the Sub-Tenant shall have submitted to Her Majesty in Right of the Province of British Columbia a further application for a License of occupation over those Crown lands fronting the Land where the Sub-Tenant's docks are situate.

Kinsman & Company

BARRISTERS-AT-LAW SOLICITORS NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J2
TELECOPIER (604) 492-5578

P. S. Mott
M. J. R. Ross
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*ALSO LICENSED FOR TRIAL WORK IN ALBERTA

SUITE 100
186 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-2624

REPLY ATTN: Richard P. Thompson

OUR FILE: WA-7461

YOUR FILE: 2398

November 9, 1989

COPY FOR YOUR INFORMATION KINSMAN & COMPANY Suite 100 - 186 Main St. Penticton, B.C. Barristers & Solicitors

VIA TELECOPIER

Ernie

Snarch and Allen
Barristers & Solicitors
948 Howe Street
VANCOUVER, B.C.
V6Z 1N9

ATTENTION: W. Graham Allen, Esq.

Gentlemen:

Re: Red Wing Resorts Ltd. - Penticton IR No. 1

Further to the conversation between the writer and your Mr. Allen on Wednesday, November 8, 1989, we are pleased to enclose herewith the following:

1. Revised Special Proviso Schedule - Head Lease - with change noted thereon;
2. Copy of Sublease - changes noted thereon.

We confirm that writer spoke on today's date to Mr. E. Scherly, the Ministry of Crown Lands in Kamloops, and we advised Mr. Scherly of the amendment to the Special Proviso Schedule. Mr. Scherly will retype the Special Proviso Schedule with the change to paragraph 1.2.4(b)(iii) and courier the same to us to be inserted in the Head Lease. We confirm there are no other changes to the Head Lease other than were previously forwarded to you by our office.

We trust you find the above satisfactory and if you have any questions relating thereto, please feel free to contact the writer.

Yours faithfully,

KINSMAN & COMPANY

Per:

Richard P. Thompson

CORPBB/g(7)/vb
Encs.
cc: Ministry of Crown Lands

RECEIVED BY ON NOV 10 1989 MINISTRY OF CROWN LANDS

Province of British Columbia | Ministry of Crown Lands | **Special Proviso Schedule**

LEASE No. | FILE No. 3404417

1.1 Purpose

The Lessee shall use the Land only for the purpose of a residential subdivision, and community building.

1.2 Special Provisions

1.2.1 The Lessee shall at its sole cost and expense complete a boundary plan of the Land (the "Plan") and which Plan is to be prepared by a British Columbia Land Surveyor in compliance with the instructions of the Surveyor General of British Columbia.

1.2.2 In the event that any existing habitable improvement on the Land is substantially destroyed or damaged, the Lessee shall not subsequent to such substantial destruction or damage, construct, erect or maintain any new or replacement habitable improvement on the Land within 7.5 metres of the natural boundary of Okanagan Lake nor at an elevation where the underside of the wooden floor system or top of pad of any such improvement is less than 343.66 metres Geodetic Survey of Canada datum.

1.2.3 In addition to the provisions of Section 4.01(J) of the Lease, the Lessee agrees not to claim damages from the Lessor or hold the Lessor responsible for damages caused by flooding or erosion to the Land or to any existing improvement on the Land.

1.2.4 Notwithstanding any other term or provision of this Lease, the Lessee further covenants and agrees:

(a) that within 30 days of confirmation of the legal survey plan of the Land by the Surveyor General:

(i) he shall submit this Lease for registration at the Kamloops Land Title Office and provide the Lessor with a State of Title Certificate of the Land confirming registration of the Lease as a charge against the Land,

(ii) he shall have entered into a sublease of the Land with Redwing Resorts Ltd. (herein called the "Sublessee") and the sublease shall have received the Lessor's written consent and be registered at the Kamloops Land Title Office. The Lessor's consent shall be conditional upon the terms and provisions of the sublease being consistent with the terms and provisions of this lease and the existing lease between Her Majesty the Queen in Right of Canada (herein called "Canada") and the Sublessee;

(b) in the event the administration, control and benefit of the Land is transferred to Canada during the term of this lease, the Lessee shall:

(i) upon receipt of a written request from Canada, and

(ii) upon written confirmation that the Land has been granted Indian Reserve status,

(iii) surrender the Sublease immediately upon the acceptance by the Governor-In-Council of a designation vote enabling the premises to be leased to Red Wing Resorts Ltd. on the same terms and conditions as its existing Lease on the Penticton Indian Reserve and on the condition that Red Wing Resorts Ltd. receive the same replacement Lease.

surrender the lease;

(c) that within six (6) months of the Commencement Date, the Lessee shall have stabilized the high water mark of the Land to the satisfaction of the Lessor;

(d) that within three (3) months of the Commencement Date, the Lessee or the Sublessee on behalf of the Lessee shall have submitted to the Lessor a further application for a license of occupation over those Crown lands fronting the Land where the Lessee's docks are situate.

1.3 Plan

The Plan when approved by the Lessor shall conclusively determine the boundaries of the Land and any consequential changes necessary to the Legal Description Schedule as a result of the completion of the Plan shall be made and a new Legal Description Schedule substituted for the existing Legal Description Schedule, and the parties hereby agree to such substitution.

THIS SUBLEASE made this 20th day of October, 1989.

In Pursuance to the "Land Transfer Form Act, Part 2".

BETWEEN:

Pendian Investments Inc., a company duly incorporated under the laws of the Province of British Columbia and having a mailing address of R.R. #2, Site 80, Comp.19, Penticton, B.C., V2A 6J7;

(hereinafter called the "Sub-Landlord")

AND:

Red Wing Resorts Ltd., a company duly incorporated under the laws of the Province of British Columbia and having its Records and Registered Office at 100 - 166 Main Street, Penticton, British Columbia;

(hereinafter called the "Sub-Tenant")

WHEREAS:

A. By a Lease dated for reference the 20th day of October, 1989 (hereinafter called the "Head-Lease"), Her Majesty The Queen in Right of The Province of British Columbia (hereinafter called the "Head-Landlord") leased to Pendian Investments Inc. (hereinafter called the "Head-Tenant" or Sub-Landlord") the Premises therein described (hereinafter called the "Premises") for the term commencing the 20th day of October, 1989 and expiring on the 30th day of June, 2027;

B. The Sub-Tenant has requested the Sub-Landlord to sub-lease to it the Premises described on Schedule "A" hereto (hereinafter called the "Sub-Premises).

IN CONSIDERATION of the premises, covenants, warranties, representations and rent, the parties hereto agree as follows:

1. DEMISE - The Sub-Landlord leases to the Sub-Tenant the Sub-Premises.

2. TERM - Subject to the terms and conditions herein the Sub-Tenant shall have and hold the Sub-Premises for a term commencing October 20, 1989 and terminating on June 29, 2027.

3. RENT - Yielding and paying from the Sub-Tenant to the Sub-Landlord annual rent as provided in paragraph 10.01 herein;

4. PAYMENT OF RENT - All payments of rent hereunder unless directed otherwise by the Head-Landlord shall be paid directly to the Head-Landlord;

5. COVENANTS OF THE SUB-TENANT - The Sub-Tenant covenants with the Sub-Landlord as follows:

   (a) To pay Rent, as aforesaid;

   (b) To use the Sub-Premises only for residential subdivision and community building;

   (c) To perform and observe all of the covenants on the part of the Sub-Landlord under the provisions of the Head-Lease, other than the covenant to pay Rent thereunder and to keep the Sub-Landlord indemnified against all actions, suits, expenses, claims and demands in respect of such covenants.

6. INSURANCE - The Sub-Landlord has the option to place the amount of insurance required under the provisions of the Head-Lease, or to require the Sub-Tenant to place such insurance. If the Sub-Landlord elects to place such Insurance, then the Sub-Tenant agrees to pay such cost. If the Sub-Landlord requires the Sub-Tenant to place any such policies, then the Sub-Tenant will provide copies of such policies to the Sub-Landlord, and will name the Sub-Landlord as an additional insured.

7. NOTICE - A notice, demand, request, consent or other instrument required or permitted to be given under this Sub-Lease, shall be in writing and shall be given and deemed to be received as provided herein. Notices shall be addressed:

   (a) If to the Sub-Landlord, as follows:

   Pendian Investments Inc.
   R.R. #2, Site 80, Comp. 19
   PENTICTON, British Columbia
   V2A 6J7

   (b) If to the Sub-Tenant, as follows:

   Red Wing Resorts Ltd.
   100 - 166 Main Street
   PENTICTON, British Columbia
   V2A 5A4

8. The parties hereto agree as follows:

   (a) That the terms and conditions of the Head-Lease shall apply to this Sub-Lease unless expressly modified herein;

   (b) The Sub-Landlord shall not be responsible whatsoever for any breaches committed by the Head-Landlord in the Head-Lease;

(c) All terms and provisions of the Head-Lease shall apply equally to this Sub-Lease to the same extent as if they had been modified as the context of this Sub-Lease may require;

(d) That the Sub-Landlord shall not be obliged to perform any of the obligations of the Head-Landlord under the terms of the Head-Lease that are beyond the powers of the Sub-Landlord to do;

(e) If any terms are not expressly stated herein, such terms shall be governed by the Head-Lease which shall apply mutatis mutandis.

9. REGISTRATION - The Sub-Lessee shall pay for all registration costs incurred in connection with the registration of this Sub-Lease.

10. SPECIAL PROVISOS -

10.01 The Rental for the term shall be:

(a) during the first five years of the term an annual rental of $8,500.00, payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date;

(b) during each successive five year period of the term thereafter (herein called a "Lease Period") an annual rental equivalent to the rental payable of the Sub-Landlord to the Head-Landlord payable in advance, beginning on the date of commencement of each Lease Period and thereafter on each successive anniversary of that date.

10.02 Subject to paragraph 10.01 (b) the Sub-Landlord may by notice in writing to the Sub-Lease not less than 15 days before the commencement of any Lease Period, increase the amount of annual rental specified in the notice which shall constitue conclusive evidence of the annual rental payable during the Lease Period in respect of which the notice is given.

10.03 If the Sub-Landlord does not give notice to the Sub-Tenant under section 10.02 in respect of any Lease Period, the annual rental payable during that Lease Period shall be equal to the annual rental payable during the immediately preceding Lease Period, or in the case of the first Lease Period, the immediately preceding five years.

10.04 The Sub-Tenant shall at its sole cost and expense complete a boundary plan of the Premises (the "Plan") and which Plan is to be prepared by a British Columbia Land surveyor in compliance with the instructions of the Surveyor General of British Columbia.

10.05 In the event that any existing habitable improvement on the Premises is substanially destroyed or damaged, the Sub-Tenant shall not subsequent to such substantial destruction or damage, construct, erect or maintain any new or replacement habitable improvement on the Premises within 7.5 metre of the natural boundary of Okanagan Lake nor at an elevation where the underside of the wooden floor system or top of pad of any such improvement is less than 343.66 metres Geodetic Survey of Canada datum.

10.06 The Sub-Tenant agrees not to claim damages from the Sub-Landlord or hold the Sub-Landlord responsible for damages caused by flooding or erosion to the Premises or to any existing improvement on the Premises.

10.07 Nothwithstanding any other term or provision of this Lease, the Sub-Tenant further covenants and agrees:

(a) that within 30 days of confirmation of the Legal survey plan of the Premises by the Surveyor General:

(i) he shall submit this Lease for registration at the Kamloops Land Title Office and provide the Sub-Landlord with a State Title Certificate of the Premises confirming registration of the lease as a charge against the Premises;

(b) in the event the administration, control and benefit of the Premises is transferred to Canada during the term of this Lease, the Sub-Tenant shall:

(i) upon receipt of a written request from Canada, and

(ii) upon written confirmation that the Premises has been granted Indian Reserve status; and

(iii) surrender the Sublease immediately upon the acceptance by the Governor-In-Council of a designation vote enabling the Premises to be leased to Red Wing Resorts Ltd. on the same terms and conditions as its existing Lease on the Penticton Indian Reserve and on the condition that Red Wing Resorts Ltd. receive the said replacement Lease;

surrender the Sub-Lease;

(c) that within six (6) months of the Commencement Date, the Sub-Tenant shall have established the high water mark of the Premises to the satisfaction of Her Majesty the Queen in Right of the Province of British Columbia;

(d) that within three (3) months of the Commencement Date, the Sub-Tenant shall have submitted to Her Majesty in Right of the Province of British Columbia a further application for a License of occupation over those Crown lands fronting the Land where the Sub-Tenant's docks are situate.

10.08 The Plan when approved by Her Majesty in Right of the Province of British Columbia shall conclusively determine the boundaries of the Premises and any consequential changes necessary to the Legal Description Schedule as a result of the completion of the Plan shall be made and a new Legal Description Schedule substituted for the existing Legal Description Schedule, and the parties hereby agree to such substitution.

11. CONSENTS - Wherever consents are required to be obtained from the Head-Landlord in the Head-Lease, they shall be required to be obtained from the Sub-Landlord in the Sub-Lease in addition to the Head-Landlord in the Head-Lease.

12. SUB-SUB-LEASES - The Sub-Landlord acknowledges that the Sub-Tenant will from time to time enter into sub-sub-leases for portions of the Premises and the Sub-Landlord confirms no consents will be required from the Sub-Landlord for such sub-sub-leases provided the said sub-sub-leases are for residential purposes only and the terms thereof are for less than the term herein.

IN WITNESS WHEREOF the parties hereto have executed this Sub-Lease the day and year first above written.

THE CORPORATE SEAL of)
PENDIAN INVESTMENTS INC.)
was hereunto affixed in the)
presence of:)
)
)
_____)
Authorized Signatory) C/S
)
_____)
Authorized Signatory)

THE CORPORATE SEAL of)
RED WING RESORTS LTD.)
was hereunto affixed in the)
presence of:)
)
)
_____)
Authorized Signatory) C/S
)
_____)
Authorized Signatory)

CORPBB/g/jo

DATED

BETWEEN:

PENDIAN INVESTMENTS INC.

AND:

RED WING RESORTS LTD.

SUBLEASE

KINSMAN & COMPANY
BARRISTERS AND SOLICITORS
SUITE 100, 186 MAIN STREET
PENTICTON, B.C.
V2A 5A4

CORPBB/g/jo

Province of British Columbia | Ministry of Crown Lands

Miscellaneous Report

TO THE REGIONAL DIRECTOR: Thompson-Okanagan Region

FROM SENIOR LAND OFFICER: Kamloops

PURPOSE: New Application; Amendment; Renewal; Premature Renewal; Purchase; Clean-up; Trespass; Other

SUMMARY RECOMMENDATION OF THIS REPORT

☐ ALLOWANCE ☐ Conditional ☐ Amended

☐ DISALLOWANCE

FILE No. 3404417

FIELD EXAM. MADE	DATE MADE	REPORT DATE	AIR PHOTO No.	STATUS
☐ YES ☒ NO		October 30, 1989		☐ COMPLETED ☐ NOT COMPLETED

1. LEGAL DESCRIPTION: Unsurveyed Crown land fronting Penticton Indian Reserve #1

AREA:

REF. MAP: 82E.052

2. APPLICANT NAME: Pendian Investments Inc.

3. PURPOSE AND TENURE: Application to lease - trespass legalization

4. LOCATION *(Give distance and direction to some well known topographic feature, city or town. Indicate distance to a major service centre).*: Okanagan Lake at Penticton

5. GENERAL DESCRIPTION *Cover the following topics in sequence.*
- *Indicate forest cover, topography, soils, hazards of area (if any) and climate (if applicable).*
- *Describe roads, easements; specific land use within area*
- *Discuss competing and alternate land uses.*
- *Where conflicts exist, explain conflicts fully and provide proposals to eliminate or mitigate the conflicts.*

This report relates to the offer of a lease to Pendian Investments which is a corporation of the Penticton Indian Band.

Due to the tight deadline this report actually follows the adjudication. The principal terms and conditions were arranged by Bill Fry of Land Policy and contained in E.R. Macgregor's letter of September 26, 1989. The only additional proviso added locally was the floodplain proviso.

Recommendation:

We should proceed towards issuance of a lease to Pendian Investments Inc.; a process which is well advanced.

Date: October 30, 1989 Examiner: Neil MacLennan

Neil MacLennan, Land Officer

TAS ENT'D OCT 31 1989

(CONT'D OVER)

Province of British Columbia

MEMORANDUM

TO:

Kinsman & Company

100-166 Main St. , Pemticton B.C.

Attn: Richard Thompson

FROM:

Ministry of Crown Lands
478 St. Paul St
Kamloops B.C V2C 2J6

Attn: E.Scherly

SUBJECT: New Special Proviso Schedules

DATE: November 10,1989

FILE: 3404417

☐ For Your Information ☐ Please O.K. and Return ☐ Please Discuss With Me ☐ Per Your Request ☐ For Your Signature
☐ Please Process ☐ Return With More Details ☐ Investigate and Report ☐ Please Answer ☐ For Your File

Attached are the new special proviso schedules with the changes we have agreed to. Hopefully we will now be able to get the documents signed. I have already received the request for survey instructions from the Surveyor, which I cannot deal with until we receive a signed acceptance of our offer.

Ernest Scherly

REPLY:

Fold Here for Window Envelope

Fold Here for Window Envelope

ISLAND BUSINESS FORMS LTD.

REMOVE THIS SHEET AND FORWARD BALANCE OF SET

Kinsman & Company BARRISTERS-AT-LAW, SOLICITORS, NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J7
TELECOPIER (604) 493-6935

REPLY ATTN:

OUR FILE: WA-7461

YOUR FILE:

R. S. Moss
M. J. R. Ross
M. F. Smith*
R. W. Rutherford
R. P. Thompson
J. D. Thomas*
C. M. Ferguson-Davis
J. M. Pennington

*ALSO LICENSED FOR TRIAL WORK IN ALBERTA.

SUITE 100
186 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-2927

TELECOPIER COVER SHEET

DATE: Nov 10/87

TO: E. Scherly

TELECOPIER PHONE NUMBER: 1-828-4809

FROM: Richard Thompson

KINSMAN & COMPANY, Barristers and Solicitors

#100 - 186 Main Street, Penticton, B.C. V2A 5A4

TELECOPIER PHONE NUMBER: (604) 493 - 6935

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LHJ/a/cd

SNARCH & ALLEN

Barristers & Solicitors

W. GRAHAM ALLEN
GARY S. SNARCH
TARA A. WINTJES
GARRY W. G. MCDONALD

(604) 684-8000
TELECOPIER 684-8003

848 HOWE STREET
VANCOUVER, CANADA
V6Z 1N6

FILE NO. 2398

VIA FACSIMILE
(1-492-5525)

November 10, 1989

Kinsman & Company
Barristers and Solicitors
Box 40
Penticton, British Columbia
V2A 6J9

Attention: Mr. Richard P. Thompson

Dear Sirs:

Re: Red Wine Resources Ltd. - Penticton I.R. No. 1

I confirm that the amended paragraph 10.07(b) submitted under cover of your telecopied letter of November 10, 1989, as subsequently amended by the Ministry of Crown Lands, will be recommended by me for approval by the Band Council. I am glad that we have this settled.

Please get the documents in final order for execution, fax me a complete set and we will arrange for execution by Pendian Investments Inc. on Tuesday (14th).

Yours truly,

SNARCH & ALLEN

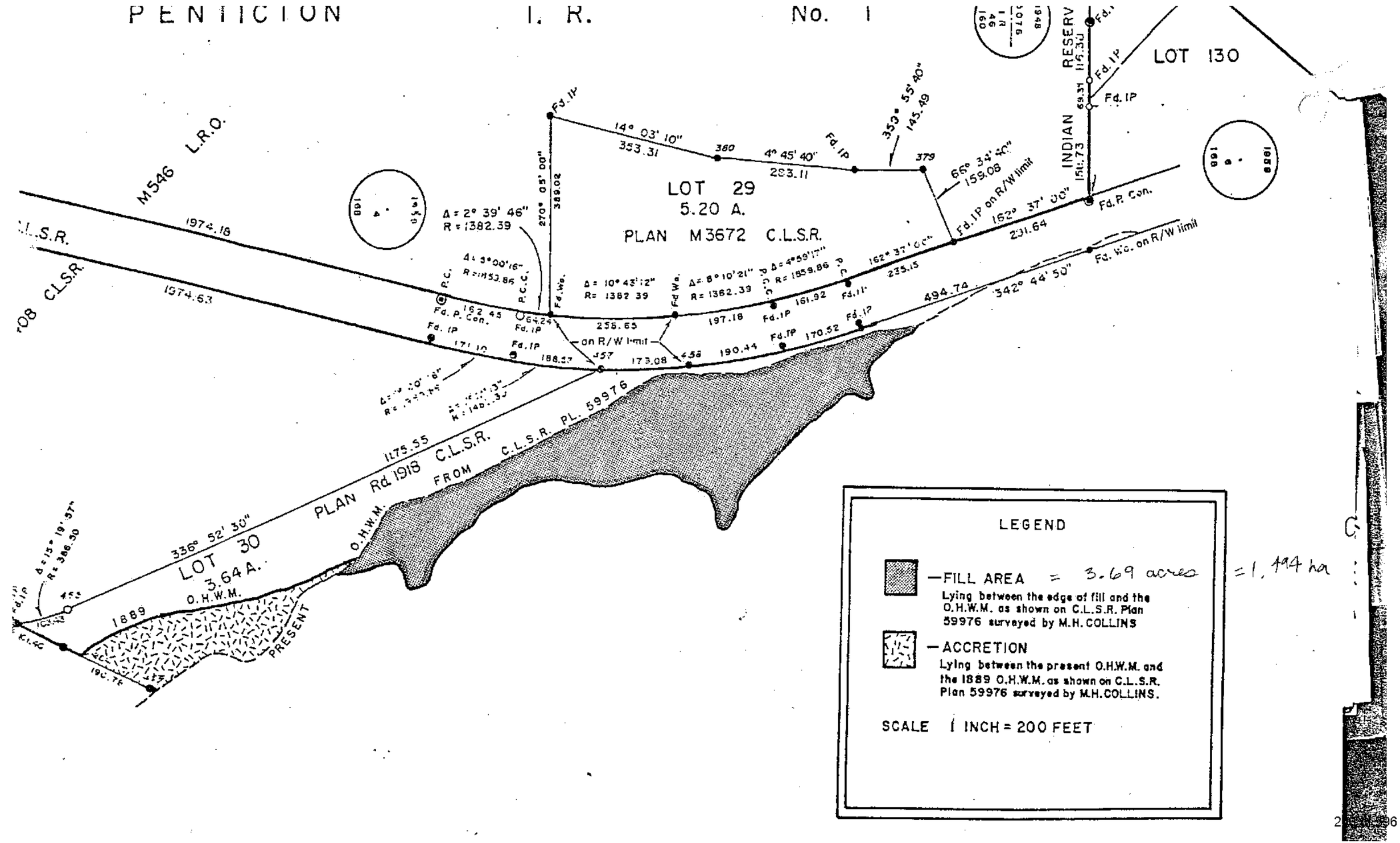
Per:

W. Graham Allen
WGA/gld

cc: Penticton Indian Band
Attention: Chief Archie Jack
Councillor Stewart Phillip

cc: Department of Indian Affairs
Attention: Mr. Chris Cooter
23981tr/30005/gld

PETITION I. R. No. 1



= 1.494 ha

VARIABLE INPUT SHEET

Our File: 3404417 ✓

Your File: WR-7461

Commitment Form No. L 701(a) ✓

Examiner: E. Schreiber Oct-26/89

Acceptance Page:

Lease/License: ~~L 685~~ 127 ✓ Anniversary

Legal Description: Lease/License

Special Proviso: L 1019 ✓ Within _____ metres

Rental/Fee: Special (see attached) Above _____ metres

Endorsement: 261 ✓ Lake _____

Release & Indemnity Agreement: _____ Seal ✓ No Seal ____

Applicant's Full Name, Incorporation No., & Description:

Penoka Investments Inc. (Incorporation Number 0285937) having an address of Delivery of Rural Route 2 Site 80 Compartment 19 Penticton British Columbia ✓

Applicant's Mailing Address, if different from Description:

Attention: Richard P. Thompson

c/o Kasman & Company

~~Rural~~ Box 40

Penticton B.C. V2A 6J9

Legal Description: All that foreshore or land covered by water being part of the bed of Okanagan Lake adjoining Indian Reserve Number 1 "Penticton" Osoyoos Division of Yale District more particularly shown outlined on plan ~~attached~~ and containing 1.550 hectares more or less ✓

The Lessee/~~Licensee~~ shall use the Land only for the purpose of a

Recreational subdivision

FROM 70(a)/70(b)

Rental/License Fee: $ 8500.00 ✓

Security: $ — ✓

Documentation Fee: $ 150.00 ✓

Occupational Rental: $ —

Dates: —

Rate: $ — per day

Other: $ —

TOTAL: $ 8650.00 ✓

71(a)/71(b) Conditions Precedent:

See over ✓

70(a)/70(b) Preconditions:

Insurance: 0.00 ✓

Other: —

Special Provisos:

See over.

Prior Interests: —

TERM: 37 ✓ Years; 8 ✓ Months; 12 ✓ Days;

Time for Acceptance: 60 ✓ days

Royalty Fee: $ — per —

Commencement Date: October 20, 1989

Cancellation: — days (L/O)

1.2. Special Provisions

The Lessee shall

a) at its sole cost and expense complete a boundary plan of the Land (the "Plan") and which Plan is to be prepared by a British Columbia Land Surveyor in compliance with the instructions of the Surveyor General of British Columbia.

1.3 Plan

The Plan when approved by the Lessor shall conclusively determine the boundaries of the Land and any consequential changes necessary to the Legal Description Schedule as a result of the completion of the Plan shall be made and a new Legal Description Schedule substituted for the existing Legal Description Schedule, and the parties hereby agree to such substitution.

Letter of Commitment.

You will ensure that a boundary plan of the Land will have been prepared by the British Columbia Land Surveyor retained by you in compliance with the instructions of the Surveyor General of British Columbia, within ~~twelve~~ six. months of the issuance of survey instructions.

Please note that the Legal Description Schedule in the lease will be replaced with a revised schedule upon confirmation of the survey plan. ~~Also a Release and Indemnity Agreement incorporating the new legal description will be required after the legal survey has been completed. The lease is not to be executed until the final Legal Description Schedule is available.~~

Province of British Columbia

Ministry of Crown Lands

Special Proviso Schedule

LEASE No.

FILE No. 3404417

1.1 Purpose

The Lessee shall use the Land only for the purpose of a residential subdivision.

1.2 Special Provisions

1.2 The Lessee shall

a) at its sole cost and expense complete a boundary plan of the Land (the "Plan") and which Plan is to be prepared by a British Columbia Land Surveyor in compliance with the instructions of the Surveyor General of British Columbia.

1.3 Plan

The Plan when approved by the Lessor shall conclusively determine the boundaries of the Land and any consequential changes necessary to the Legal Description Schedule as a result of the completion of the Plan shall be made and a new Legal Description Schedule substituted for the existing Legal Description Schedule, and the parties hereby agree to such substitution.

1.2.2. In the event that any existing habitable improvement on the land is substantially destroyed or damaged, the Lessee shall not subsequent to such substantial destruction or damage, construct, erect or maintain any new or replacement habitable improvement on the Land within 7.5 metres of the natural boundary of Okanagan Lake nor at an elevation where the underside of the wooden floor system or top of pad of any such improvement is less than 343.66 metres Geodetic Survey of Canada datum

1.2.3 In addition to the provisions of Section 4.01(j) of the Lease, the Lessee agrees not to claim damages from the Lessor or hold the Lessor responsible for damages caused by flooding or erosion to the Land or to any existing improvement on the Land

1.2 Notwithstanding any other term or provision of this lease, the Lessee further covenants and agrees:

(a) that within 30 days of confirmation of the legal survey plan of the Land by the Surveyor General:

(i) he shall submit this lease for registration at the Kamloops Land Title Office and provide the Lessor with a State of Title Certificate of the Land confirming registration of the lease as a charge against the Land,

(ii) he shall have entered into a sublease of the Land with Redwing Resorts ~~Ltd.~~ (herein called the "Sublessee") and the sublease shall have received the Lessor's written ~~consent~~ and be registered at the Kamloops Land Title Office. The Lessor's consent shall be conditional upon the terms and provisions of the sublease being consistent with the terms and provisions of this lease and the existing lease between Her Majesty the Queen in Right of Canada (herein called "Canada") and the Sublessee.

(b) in the event the administration, control and [illegible] of the Land is transferred to Canada during the term of this lease, the Lessee shall:

(i) upon receipt of a written request from Canada, and

(ii) upon written confirmation that the Land has been granted Indian Reserve status,

surrender the lease;

(c) that within 6 months of the Commencement Date, the Lessee shall have stabilized the high water mark of the Land to the satisfaction of the Lessor;

(d) that within 3 months of the Commencement Date, the Lessee shall have submitted to the Lessor a further application for a licence of occupation ~~over those lands forming the fill area, more particularly shown outlined in [illegible] on Appendix "A" hereto~~.

any docks which lie on the ocean foreshore fronting the Land.

over those Crown lands fronting the LAND where the Lessee's docks are situate.

Ernie

I have discussed the covenants with Bill Fry and he feels they are satisfactory.

However, I would just like to point out a couple of things:

- client only has 30 days from approval of the survey plan to do several things - register lease, obtain state of title, enter into sublease contract, obtain our written consent and register the sublease so the client will have to be organized or you may have to extend the date;

- (d) indicates the Lessee must make application for the license and a special appendix must be attached to show the area as it is not part of the leasehold transaction. If the application is to come from Redwing, you cannot alter this to show Redwing must file an application as Redwing is not a party to this lease and the Band cannot commit Redwing to something totally outside their control. If this is the case is what is expected, I would delete this provision from the lease and deal with it some other way.

- finally, of course, in order to register these documents must first raise title to the lands at the LTO.

Any questions re wording, please call me. Any questions re direction on content, please call Bill.

Thanks

Marilyn

From: MSIMPSON--LPH01
To: ESCHERLY--LPH01 ERNIE SCHERLY

Date and time 10/19/89 12:17:16

SUBJECT: Penticton Indian Band

I do believe there is a problem with foreshore so how about this:

....License of occupation over those Crown lands fronting the Land where the Lessee's docks are situate.

I hope this is clear.

Regards,
Marlyn Simpson
Land Policy

Province of British Columbia

Crown.
Ministry of Lands, ~~Parks and Housing~~

RENTAL.
Fee Schedule

~~LICENSE~~ No.	FILE No.

Lease

RENTAL.

1.1 THE ~~FEE~~ FOR THE TERM SHALL BE

(a) during the first five years of the term an annual ~~fee~~ rental of $ 8500.00 payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date,

(b) during each successive five year period of the term thereafter (herein called a "~~License~~ Lease Period") an annual ~~fee~~ rental determined by the ~~Owner~~ Lessor under this Schedule, payable in advance, beginning on the date of commencement of each ~~License~~ Lease Period and thereafter on each successive anniversary of that date.

1.2 The ~~Owner~~ Lessor may, by notice in writing to the ~~Licensee~~ Lessee not less than 15 days before the commencement of any ~~License~~ Lease Period, increase the amount of annual ~~fee~~ rental payable during that ~~License~~ Lease Period and the annual ~~fee~~ rental specified in the notice shall constitute conclusive evidence of the annual ~~fee~~ rental payable during the ~~License~~ Lease Period in respect of which the notice is given.

1.3 If the ~~Owner~~ Lessor does not give notice to the ~~Licensee~~ Lessee under section 1.2 in respect of any ~~License~~ Lease Period, the annual ~~fee~~ rental payable during that ~~License~~ Lease Period shall be equal to the annual ~~fee~~ rental payable during the immediately preceding License Period, or in the case of the first ~~License~~ Lease Period, the immediately preceding five years.

SPECIMEN

Kinsman & Company

BARRISTERS-AT-LAW SOLICITORS NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J9
TELECOPIER (604) 492-5525

REPLY ATTN

OUR FILE

YOUR FILE

W47961

P. S. Mott
M. J. R. Rose
M. F. Smith*
R. W. Rutherford
R. P. Thompson
J. D. Thomas*
C. M. Ferguson-Davie
J. H. Pennington

*ALSO LICENSED FOR TRIAL WORK IN ALBERTA.

SUITE 100
166 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-2624

TELECOPIER COVER SHEET

DATE: Oct 16/89

TO: Canutech

Attn: Mr. Ly Loc

TELECOPIER PHONE NUMBER: 420-4909

FROM: Richard P. Thompson

KINSMAN & COMPANY, Barristers and Solicitors

#100 - 166 Main Street, Penticton, B.C. V2A 5A4

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LH2/a/cd

ISLAND BUSINESS FORMS LTD 14350

Province of British Columbia — Ministry of Crown Lands

APPLICATION FOR CROWN LAND

PLEASE PRINT INDIVIDUAL(S) — PROVIDE NAME(S) IN FULL

* INDICATE JOINT TENANCY OR TENANCY IN COMMON — JOINT TENANTS ☐ TENANTS IN COMMON ☐

OR COMPANY NAME: PENDIAN INVESTMENTS INC.

ADDRESS (* PROVIDE BOTH STREET AND MAILING)

APT. NO. | STREET NO. | STREET: R.R. 2, Site 80, Comp. 19 | POST OFFICE BOX NUMBER

CITY / TOWN: Penticton | PROVINCE: British Columbia | POSTAL CODE: V2A 6J7

HOME TELEPHONE	BUSINESS TELEPHONE	COMPANY INCORPORATION NO.
n/a	493-0048	0285937

DATE STAKED

AGE - IF OVER 16 YRS OF AGE	CANADIAN CITIZEN	PERMANENT RESIDENT OF CANADA
YES ☐ NO ☐ n/a	YES ☐ NO ☐ n/a	YES ☐ NO ☐ n/a

RESIDENT IN BRITISH COLUMBIA FOR 6 MONTHS: YES ☐ NO ☐ n/a

NON REFUNDABLE APPLICATION FEE ENCLOSED ☒

LOCATION OF CROWN LAND: Okanagan Lake fronting Penticton Indian Reserve No. 1 — AREA — HECTARES: 1.53

$50.00 APPLICATION FEE REQUIRES

DESCRIPTION:

☐ SURVEYED (GIVE LEGAL DESCRIPTION)

OR ☒ UNSURVEYED (GIVE METES AND BOUNDS DESCRIPTION)

Area outlined in heavy black on attached plan

ADVERTISING REQUIRED

YES	NO

DATE LAND STAKED AS PER FORM 1

* NOTE: 1. ATTACH OUTLINE OF INTENDED DEVELOPMENT 2. ATTACH A SKETCH MAP OF AREA

INTENDED LAND USE AND PERIOD REQUIRED

Residential Subdivision From October 15, 1989 to June 30, 2027

ANY OTHER CROWN LAND HELD BY APPLICANT OR SPOUSE: ☐ YES ☒ NO — IF YES, STATE TYPE AND TENURE: n/a

I HEREBY CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION FOR CROWN LAND IS TRUE AND CORRECT AND THAT I AM AN AUTHORIZED AGENT / SIGNATORY (IF COMPANY): PENDIAN INVESTMENTS INC.

APPLICANT — SIGNATURE(S): Per:

DATE: October , 1989 OCCUPATION (IF INDIVIDUAL(S)):

FOR OFFICE USE ONLY

DATE APP. REC'D: YR. | MTH. | DAY: | REGIONAL OFFICE

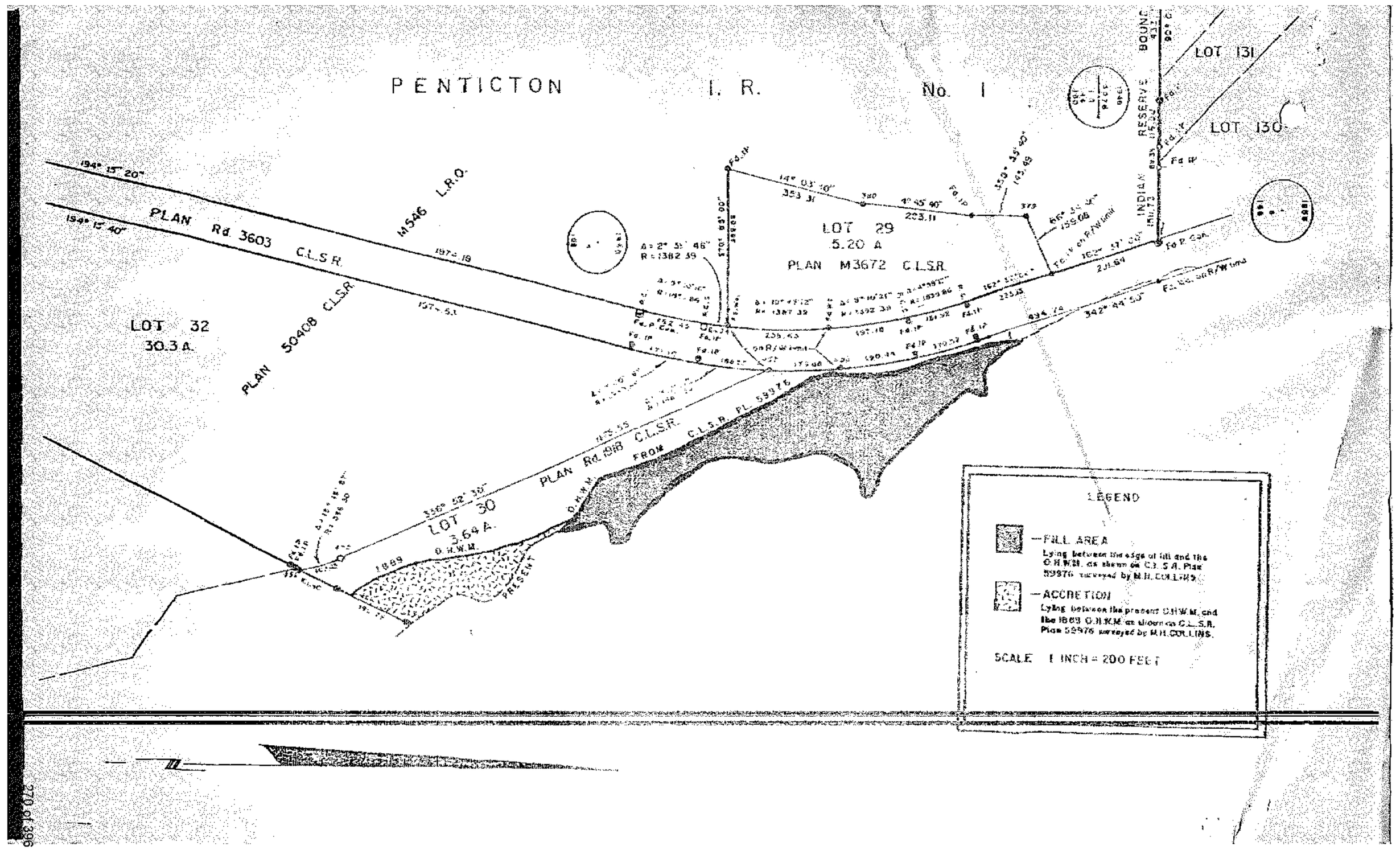
APPLICATION IS: ☐ NEW ☐ REPLACEMENT | FILE NO.

APPLICATION IS: ☐ LAND ACT | LAND IS IN PROVINCIAL FOREST: YES ☐ NO ☐ | APPLICATION FOR: ☐ AQUATIC ☐ OTHER LAND | PRELIMINARY ESTIMATE OF LAND VALUE: $

TYPE OF TENURE FOR APPLICATION: ☐ LEASE ☒ LICENCE OF OCCUPATION ☐ EASEMENT RIGHT OF WAY ☐ CROWN GRANT ☒ LETTER OF CONSENT | REPLACES DL#: ☐ YES ☐ NO

FIELD SERVICES COPY | T.A.S. CODING

L 184 (R7/87)


PENTICTON I. R. No. 1
LOT 131
LOT 130
INDIAN RESERVE BOUND
LOT 29
5.20 A
PLAN M3672 C.L.S.R.
LOT 32
30.3 A.
PLAN 50408 C.L.S.R.
PLAN Rd. 3603 C.L.S.R.
M546 L.R.O.
LOT 30
3.64 A.
PLAN Rd. 98 C.L.S.R.
O.H.W.M.
1889 O.H.W.M.
PRESENT O.H.W.M.
FROM C.L.S.R. PL. 53976
LEGEND
— FILL AREA
Lying between the edge of fill and the O.H.W.M. as shown on C.L.S.R. Plan 53976 surveyed by M.H. COLLINS.
— ACCRETION
Lying between the present O.H.W.M. and the 1889 O.H.W.M. as shown on C.L.S.R. Plan 53976 surveyed by M.H. COLLINS.
SCALE 1 INCH = 200 FEET

TENURE ADMINISTRATION REVIEW

File: 3404417

Document Date: _____ Ref. Map No.: _____

Review Date: _____ Air Photo No.: _____

Inspection Date: _____ Parcel Size: (ha) _____

Current Rent: $ _____

Improvements: _____

Land Valuation: B.C.A.A. Area, Jurisdiction Folio: _____ Actual Land Value: _____

Building Value: _____

Zone Value: _____

Rental Calculations: _____

Comments: _____

Recommendations: _____

Reported by: _____ Date: _____

TAS CODING

Tenure Type LE Subtype 01

Purposes 05 Subpurpose 02

Rent Calculation Method:

☐ Agr. Productivity ☐ Grazing Formula

☒ Fixed ☐ No Rent/Prepaid

☐ Percent of Land Value

Rent Policy Number 5

Phase-in Formula A/M _____

Year if Phase In _____

Ultimate Rent _____

Royalty Rent _____ Royalty Rate _____

Percent of Gross _____ Animal Unit Months _____

Land Value _____ Land Value Date _____

Old Land Value _____ Old Land Value Date _____ Zone Code _____

Year of Lease _____ Year of Devleopment _____ Land V.U _____

Prepaid Amount _____ Rent Start Date _____

Old Rent Amount _____ Revenue Code _____

Fixed Rent Amount 13000 Current Rent _____

Next Review Date: 1999.10.20 Review Reason: 01

Remarks: _____

TAS ENT OCT 03 1994

Adjudicated by: _____ Approved by: _____ Entered by: _____

Date: _____ Date: _____ Date: _____

****

TO: Regional Director, BC Lands
Thompson Okanagan

FROM: Senior Land Officer

****

Report

****

FILE # 3404417
AREA (ha) 1.599
REF. MAP 82E.052

INSPECTION DATE N/A
REPORT DATE October 3, 1994
AIR PHOTO

****

LEGAL DESCRIPTION: DL 5228 ODYD

CLIENT NAME: Pendian Investments Inc

PURPOSE: Rental review of lease for residential subdivision.

LOCATION: Okanagan Lake at Penticton.

****

Background

This lease was issued in October 1989 for a term of almost 38 years to coincide with a lease of an adjacent portion of the Penticton Indian Reserve. The Crown land is an area of filled foreshore fronting the Indian Reserve. The Crown land and the adjacent reserve land has been developed as a residential subdivision of leasehold lots by Redwing Resorts Ltd. The holder of the lease of the Crown land is Pendian Investments which is controlled by the Penticton Indian Band. Pendian has issued a sublease to Redwing Resorts who, in turn, has sublet portions of the land to individuals for residential sites.

In 1990 the Crown land was offered to Canada as a transfer of administration and control with the intention that the land would come under the control of the Penticton Indian Band. A payment of $200,000 was to be paid by the Federal Government as the market value of the land. However the offer of a TAC was not accepted by the Federal Government and the offer was withdrawn in 1993. The figure of $200,000 was determined by an independent fee appraisal in August 1990.

The lease contains provision for an annual rental payment with the amount fixed for each successive five year period. The rental was set at $8500 in 1989 when the lease was issued. The rent schedule in the lease provides for the rental to remain at $8500 for the next five year period unless we serve notice of a change at least 15 days prior to the anniversary date.

Discussion

We should be changing the rental on this lease to reflect the

changes in land values since 1989 when the lease was issued. While the administration of this land is quite involved with all of the sub-leases, the use is residential. The current Ministry practice is to charge 5% of the land value for residential uses of Crown land. In most cases we use the Actual Land Value as determined by the BC Assessment Authority in the rental calculation. In this case the Crown land is not on the Assessment Roll as a separate parcel. Instead, each of the residential lots is valued separately for the purposes of taxes.

In the absence of an Actual Land Value, we should attempt to value the lease area as one parcel as was done for the purpose of a transfer of the land to Canada in 1990. One method for doing that is to take the 1990 value of $200,000 and make an adjustment based on the changes in land value since that time. A time adjustment is a subjective matter as the subject property is unique. The best indication of changes in land values is considered to be the changes in the land assessments for individual residential lease lots within the development. A review of the assessments on several of the lots from 1991 to 1994 show an increase in the assessed land value of about 20-25%. Those values only cover a portion of the last five years and likely understate the actual increase in values over that time. An increase in value of 30% since the fee appraisal was done in 1990 is considered to be more appropriate.

Using the 1990 appraised value of $200,000 and an increase of 30% since that time, the indicated value of the land is $260,000 as of the current date. A rental at 5% of the value produces a rental of $13,000. This figure of $260,000 for the land value is to be used only for rental purposes and not for the purposes of any transfer of the land.

The sublease of the land from Pendian to Redwing allows Pendian to pass on any increase in the rental that BC Lands may set for each successive five year period.

Recommendation

I recommend that we notify Pendian that the rental is to be increased to $13,000 for the five year period commencing October 20, 1994.

Under the terms of the lease we must notify the lessee of any increase in rental at least 15 days in advance of October 20, 1994 and hence we must ensure that they receive notice no later than October 5, 1994.

Date: October 3, 1994

Neil MacLennan
Land Officer

Redwing sub-leases

~~White Lake~~

M. Miller #8 43799

Duncan # 2 "

Henderson # 7 "

~~Burt~~ Worton ~~Burt & Brewer~~ # 3 "

Black (Kampe) KAP 44620

Blackmon # 5 ~~KAP~~ 43799

Vaughan KAP 52514

90 SP 25 09 31 5 KD076913

RECEIVED
LAND TITLE OFFICE
KAMLOOPS

Assessor Notified

LAND TITLE ACT

Form 17
(Section 151,152(1),220)

APPLICATION

NOTE: Before submitting this application, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a municipality and improvement, water and irrigation districts.

CHARGE: LEASE

PARCEL IDENTIFIER:
09/25/90 A3865k CHG NOM 35.00

HEREWITH FEE OF $35

Address of person entitled to be registered as owner if different than shown in instrument:

Full name, address, telephone number of person presenting application:

NICOLE WALTER-HUGHES
~~Susan Lawrence, Legal Assistant~~
KINSMAN & COMPANY
Barristers and Solicitors
100-166 Main Street,
PENTICTON, B.C. V2A 5A4
492-2624

N. Walter-Hughes
Signature of Authorized Agent

Penticton

LAND TITLE ACT
Form 1 (Section 38)
MEMORANDUM OF REGISTRATION
Registered on application received on the day and at the time written hereon

J.C. Groves, Registrar,
Kamloops Land Title Office

Sub-Lease from Pendrian to Redwing Resorts.

2

Supplied regarding consent of Queen Lease consent with E. Sereda 25.9.90 9:25

THIS SUBLEASE made this 20th day of October, 1989.

In Pursuance to the "Land Transfer Form Act, Part 2".

BETWEEN:

Pendian Investments Inc., a company duly incorporated under the laws of the Province of British Columbia and having a mailing address of R.R. #2, Site 80, Comp.19, Penticton, B.C., V2A 6J7;

(hereinafter called the "Sub-Landlord")

AND:

Red Wing Resorts Ltd., a company duly incorporated under the laws of the Province of British Columbia and having its Records and Registered Office at 100 - 166 Main Street, Penticton, British Columbia;

(hereinafter called the "Sub-Tenant")

WHEREAS:

A. By a Lease dated for reference the 20th day of October, 1989 (hereinafter called the "Head-Lease"), Her Majesty The Queen In Right of The Province of British Columbia (hereinafter called the "Head-Landlord") leased to Pendian Investments Inc. (hereinafter called the "Head-Tenant" or Sub-Landlord") the Premises therein described (hereinafter called the "Premises") for the term commencing the 20th day of October, 1989 and expiring on the 30th day of June, 2027;

B. The Sub-Tenant has requested the Sub-Landlord to sub-lease to it the Premises described on Schedule "A" hereto (hereinafter called the "Sub-Premises).

IN CONSIDERATION of the premises, covenants, warranties, representations and rent, the parties hereto agree as follows:

1. DEMISE - The Sub-Landlord leases to the Sub-Tenant the Sub-Premises.

2. TERM - Subject to the terms and conditions herein the Sub-Tenant shall have and hold the Sub-Premises for a term commencing October 20, 1989 and terminating on June 29, 2027.

3. RENT - Yielding and paying from the Sub-Tenant to the Sub-Landlord annual rent as provided in paragraph 10.01 herein;

4. PAYMENT OF RENT - All payments of rent hereunder unless directed otherwise by the Head-Landlord shall be paid directly to the Head-Landlord;

5. COVENANTS OF THE SUB-TENANT - The Sub-Tenant covenants with the Sub-Landlord as follows:

(a) To pay Rent, as aforesaid;

(b) To use the Sub-Premises only for residential subdivision and community building;

(c) To perform and observe all of the covenants on the part of the Sub-Landlord under the provisions of the Head-Lease, other than the covenant to pay Rent thereunder, and to keep the Sub-Landlord indemnified against all actions, suits, expenses, claims and demands in respect of such covenants.

6. INSURANCE - The Sub-Landlord has the option to place the amount of insurance required under the provisions of the Head-Lease, or to require the Sub-Tenant to place such insurance. If the Sub-Landlord elects to place such insurance, then the Sub-Tenant agrees to pay such cost. If the Sub-Landlord requires the Sub-Tenant to place any such policies, then the Sub-Tenant will provide copies of such policies to the Sub-Landlord, and will name the Sub-Landlord as an additional insured.

7. NOTICE - A notice, demand, request, consent or other instrument required or permitted to be given under this Sub-Lease, shall be in writing and shall be given and deemed to be received as provided herein. Notices shall be addressed:

(a) If to the Sub-Landlord, as follows:

Pendlan Investments Inc.
R.R. #2, Site 80, Comp. 19
PENTICTON, British Columbia
V2A 6J7

(b) If to the Sub-Tenant, as follows:

Red Wing Resorts Ltd.
100 - 166 Main Street
PENTICTON, British Columbia
V2A 5A4

8. The parties hereto agree as follows:

(a) That the terms and conditions of the Head-Lease shall apply to this Sub-Lease unless expressly modified herein;

(b) The Sub-Landlord shall not be responsible whatsoever for any breaches committed by the Head-Landlord in the Head-Lease;

(c) All terms and provisions of the Head-Lease shall apply equally to this Sub-Lease to the same extent as if they had been modified as the context of this Sub-Lease may require;

(d) That the Sub-Landlord shall not be obliged to perform any of the obligations of the Head-Landlord under the terms of the Head-Lease that are beyond the powers of the Sub-Landlord to do;

(e) If any terms are not expressly stated herein, such terms shall be governed by the Head-Lease which shall apply mutatis mutandis.

9. REGISTRATION - The Sub-Lessee shall pay for all registration costs incurred in connection with the registration of this Sub-Lease.

10. SPECIAL PROVISOS -

10.01 The Rental for the term shall be:

(a) during the first five years of the term an annual rental of $8,500.00, payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date;

(b) during each successive five year period of the term thereafter (herein called a "Lease Period") an annual rental equivalent to the rental payable of the Sub-Landlord to the Head-Landlord payable in advance, beginning on the date of commencement of each Lease Period and thereafter on each successive anniversary of that date.

10.02 Subject to paragraph 10.01 (b) the Sub-Landlord may by notice in writing to the Sub-Lease not less than 15 days before the commencement of any Lease Period, increase the amount of annual rental specified in the notice which shall constitue conclusive evidence of the annual rental payable during the Lease Period in respect of which the notice is given.

10.03 If the Sub-Landlord does not give notice to the Sub-Tenant under section 10.02 in respect of any Lease Period, the annual rental payable during that Lease Period shall be equal to the annual rental payable during the immediately preceding Lease Period, or in the case of the first Lease Period, the immediately preceding five years.

10.04 The Sub-Tenant shall at its sole cost and expense complete a boundary plan of the Premises (the "Plan") and which Plan is to be prepared by a British Columbia Land surveyor in compliance with the instructions of the Surveyor General of British Columbia.

10.05 In the event that any existing habitable improvement on the Premises is substantially destroyed or damaged, the Sub-Tenant shall not subsequent to such substantial destruction or damage, construct, erect or maintain any new or replacement habitable improvement on the Premises within 7.5 metre of the natural boundary of Okanagan Lake nor at an elevation where the underside of the wooden floor system or top of pad of any such improvement is less than 343.66 metres Geodetic Survey of Canada datum.

10.06 The Sub-Tenant agrees not to claim damages from the Sub-Landlord or hold the Sub-Landlord responsible for damages caused by flooding or erosion to the Premises or to any existing improvement on the Premises.

10.07 Nothwithstanding any other term or provision of this Lease, the Sub-Tenant further covenants and agrees:

(a) that within 30 days of confirmation of the Legal survey plan of the Premises by the Surveyor General:

(i) he shall submit this Lease for registration at the Kamloops Land Title Office and provide the Sub-Landlord with a State Title Certificate of the Premises confirming registration of the lease as a charge against the Premises;

(b) in the event the administration, control and benefit of the Premises is transferred to Canada for Indian Reserve purposes during the term of this Sub-Lease, the Sub-Lease shall terminate immediately upon the acceptance by the Governor-In-Council of a designation vote enabling the Premises to be leased to Red Wing Resorts Ltd. on the same terms and conditions as its existing Lease on the Penticton Indian Reserve No. 1 and on the condition that Red Wing Resorts Ltd. receive the said replacement Lease;

(c) that within six (6) months of the Commencement Date, the Sub-Tenant shall have stabilized the high water mark of the Premises to the satisfaction of Her Majesty the Queen in Right of the Province of British Columbia;

(d) that within three (3) months of the Commencement Date, the Sub-Tenant shall have submitted to Her Majesty in Right of the Province of British Columbia a further application for a License of occupation over those Crown lands fronting the Land where the Sub-Tenant's docks are situate.

10.08 The Plan when approved by Her Majesty In Right of the Province of British Columbia shall conclusively determine the boundaries of the Premises and any consequential changes necessary to the Legal Description Schedule as a result of the completion of the Plan shall be made and a new Legal Description Schedule substituted for the existing Legal Description Schedule, and the parties hereby agree to such substitution.

11. CONSENTS - Wherever consents are required to be obtained from the Head-Landlord in the Head-Lease, they shall be required to be obtained from the Sub-Landlord in the Sub-Lease in addition to the Head-Landlord in the Head-Lease.

12. SUB-SUB-LEASES - The Sub-Landlord acknowledges that the Sub-Tenant will from time to time enter into sub-sub-leases for portions of the Premises and the Sub-Landlord confirms no consents will be required from the Sub-Landlord for such sub-sub-leases provided the said sub-sub-leases are for residential purposes only and the terms thereof are for less than the term herein.

IN WITNESS WHEREOF the parties hereto have executed this Sub-Lease the day and year first above written.

THE CORPORATE SEAL of)
PENDIAN INVESTMENTS INC.)
was hereunto affixed in the)
prosence of:)
)
)
Authorized Signatory) C/S
)
)
Authorized Signatory)

THE CORPORATE SEAL of)
RED WING RESORTS LTD.)
was hereunto affixed in the)
presence of:)
)
)
Authorized Signatory) C/S
)
)
Authorized Signatory)

CORPBB/g/jo

SCHEDULE "A"

Province of British Columbia | Ministry of Crown Lands

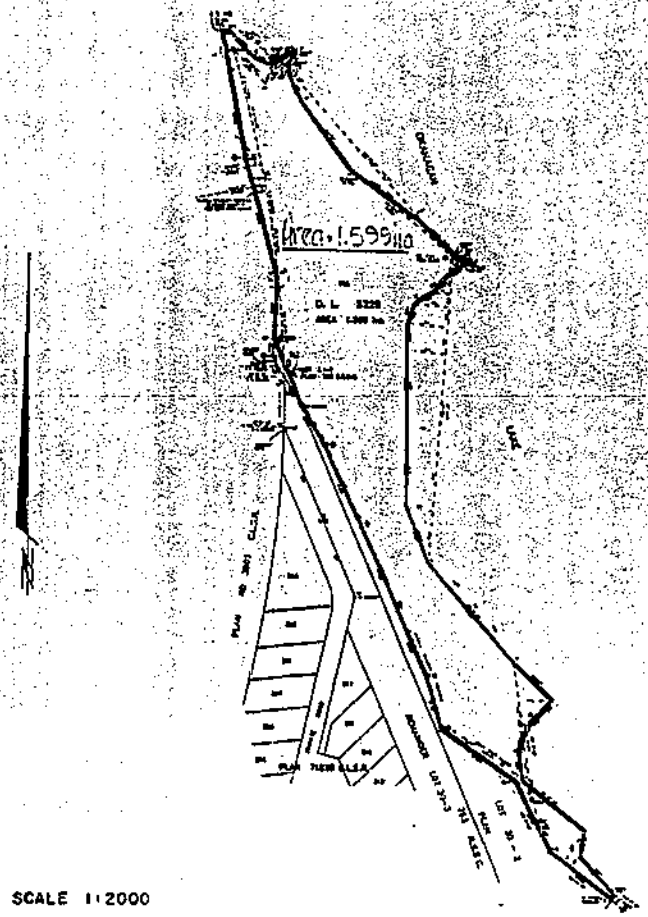
Legal Description Schedule

Lease No. 372 | FILE No. 3404417 | 6

1.1 Legal Description

District Lot 5225, Osoyoos Division of Yale District

1.2 Sketch Plan



SCALE 1:2000

COMPILED FROM OFFICIAL PLAN LOT 1492

FORM NO. LTA 6

LAND TITLE ACT 7

Form 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 20TH day of NOVEMBER, 19 89,
at PENTICTON, in British Columbia,

(*~~whose identity has been proved by the evidence on oath of~~ ARCHIE SACK

who is) personally known to me, appeared before me and acknowledged to me that he/~~she~~ is the authorized signatory of Pendian Investments Inc.
and that he/~~she~~ is the person who subscribed his/~~her~~ name and affixed the seal of the corporation to the instrument, that he/~~she~~ was authorized to subscribe his/~~her~~ name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office,

at PENTICTON,

this 21ST day of NOVEMBER, 19 89.

Richard P. Thompson Barrister & Solicitor
#100 - 166 Main St. Penticton, B.C.
V2A 5A4

‡ A Commissioner for Taking Affidavits for British Columbia

*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.

†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call for further evidence of the existence of the corporation.

‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

FORM NO. LTA 6

LAND TITLE ACT

Form 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 7 day of Dec, 19 89,
at Penticton, in British Columbia,

(*~~whose identity has been proved by the evidence on oath~~ of David Kampe

who is) personally known to me, appeared before me and acknowledged to me that he/~~she~~ is the authorized signatory of Red Wing Resorts Ltd
and that he/~~she~~ is the person who subscribed his/~~her~~ name and affixed the seal of the corporation to the instrument, that he/~~she~~ was authorized to subscribe his/~~her~~ name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office,

at Penticton, B.C.,

this 7 day of Dec, 19 89.

‡ Richard P. Thompson Barrister & Solicitor
#100 - 166 Main St., Penticton, B.C.

*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.

†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call for further evidence of the existence of the corporation.

‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

DATED

BETWEEN:

PENDIAN INVESTMENTS INC.

AND:

RED WING RESORTS LTD.

SUBLEASE

KINSMAN & COMPANY
BARRISTERS AND SOLICITORS
SUITE 100, 158 MAIN STREET
PENTICTON, B.C.
V2A 5A4

CORPBB/g/jo

KE030709

LAND TITLE ACT
FORM C
(Section 219.9)

KE030710b
109

Province of British Columbia
GENERAL DOCUMENT

Page 1 of 24 pages

1. APPLICATION:

Nicole Walter-Hughes, Legal Secretary, Kinsman & Company, Barristers and Solicitors, 100-166 Main Street, Penticton, BC, V2A 5A4, 492-2624

N. Walter-Hughes

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

(PID)	(Legal Description)
016-029-445	DL 5228, ODYD

3. NATURE OF INTEREST:

Descripton	Document Reference (page and paragraph)	Person Entitled To Interest
Sub-Sublease over part shown as Lease Area 8 on plan 43799	Entire Instrument Page 2 - 22	05/13/91 A4851k CHG NO 200.00 Transferee

KD45596

4. TRANSFEROR(S):

RED WING RESORTS LTD. (Incorp. No. 202460)

5. TRANSFEREE(S):(Including occupation, postal address and postal code)

MARJORIE MILLER, Retired, Site 55, Compt. 192, R.R. #3, Penticton, BC, V2A 7K8

6. EXECUTIONS: By signing this document you are affecting the land in the manner described in Item 3.

Officer Signature(s)	Execution Date Y	M	D	Party(ies) Signature(s)
	91	04	22	Red Wing Resorts Ltd. by its authorized signatory:

Richard F. Thompson Barrister & Solicitor
#100 - 166 Main St., Penticton, B.C.
V2A 5A4

REGINALD J. BOX

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., 1979, c. 116, 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.
rpt22.ef

KD164, 2/13

Example of sub-sub-lease from Redwing to occupier of one of the residential lots.

~~LAND TITLE ACT~~

FORM C
(Section 219.9)

Province of British Columbia
GENERAL DOCUMENT

1. APPLICATION:
Kunsman & Company
Barristers & Solicitors
#100 - 166 Main St
Penticton BC
V2A 5A4

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

(PID)	(Legal Description)
016-029-445	DL 5228, ODYD

3. NATURE OF INTEREST:

Descripton	Document Reference (page and paragraph)	Person Entitled To Interest
See Schedule	See Schedule	See Schedule

4. TRANSFEROR(S):

RED WING RESORTS LTD. (Incorp. No. 202430)

5. TRANSFEREE(S): (including occupation, postal address and postal code)

MARJORIE MILLER, Retired, Site 55, Compt. 192, R.R. #3, Penticton, BC, V2A 7K8

6. EXECUTIONS: By signing this document you are affecting the land in the manner described in item 3.

Officer Signature(s)	Execution Date Y	M	D	Party(ies) Signature(s)
	91	05	7	Red Wing Resorts Ltd. by its authorized signatory:

R.P. Thompson
Barrister & Solicitor
100-166 Main Street
Penticton, BC V2A 5A4

REG BOX

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., 1979, c. 116, 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.

rpt22.tl

SCHEDULE

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

3. NATURE OF INTEREST:

Description	Document Reference (page and paragraph)	Person Entitled to Interest
Easement over part as shown as Easement Area 8 on Plan 43724	Article 8, Page 7	Transferee
Easement over part as shown as Easement Area 8 on Plan 43799	Article 9, Page 9	Transferee
Restrictive Covenant over part as shown as Easement Area 8 on Plan 43799	Article 10, Page 10	Transferee

Excepted as part on Plan 43724

rpt22/t2/nwh

SUB-SUBLEASE

This Sub-Sublease made as of the 16 day of April, 1991

In Pursuance Of The "Land Transfer Form Act".

BETWEEN:

RED WING RESORTS LTD., a Company duly incorporated under the laws of the Province of British Columbia and having its registered office at 100-166 Main Street, Penticton, British Columbia, V2A 5A9, Incorporation No. 202,460;

(hereinafter called the "landlord")

OF THE FIRST PART

AND: MARJORIE MILLER
S55 C192 RR3
PENTICTON BC
V2A 7K8

(hereinafter called the "tenant")

OF THE SECOND PART

WHEREAS:

A. By a lease dated for reference the 20th day of October, 1989 (hereinafter called the "Head Lease"), Her Majesty The Queen In Right of the Province of British Columbia leased to Pendian Investments Inc. the real property known and described as:

District Lot 5228
Osoyoos Division Yale District;

B. By a sublease dated for reference the 20th day of October, 1989 (hereinafter called the "Sublease"), Pendian Investments Inc. subleased to the landlord the aforesaid property described in the Head Lease;

C. The tenant has requested the landlord to sub-sublease the Premises (hereinafter defined) on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the premises, covenants, warranties, representations and rent the parties hereto covenant and agree as follows:

1. DEMISE

The landlord hereby sub-subleases to the tenant the Premises described as Lease Area 8 shown on Reference Plan 43799 registered in the Kamloops Land Title Office on the 4 day of OCTOBER, 1990, a copy of which is attached hereto as Schedule "A" (herein referred to as the "Premises").

2. TERMS

Subject to the terms and conditions herein the tenant shall have and hold the Premises for a term commencing on the 4 day of OCTOBER, 1990 and terminating on June 28, 2027.

3. RENT

Yielding and paying from the tenant to the landlord a once only rental fee in the amount of One hundred and fifty five thousand four hundred and ninety six ($155,496.00) Dollars due in full upon execution by the landlord and delivery of this sub-sublease to the tenant plus any amounts due pursuant to Schedule "B".

4. COVENANTS OF THE TENANT

The tenant covenants with the landlord as follows:

(a) to be bound by all the provisions of the rules and regulations annexed hereto as Schedule "B" as if all the provisions contained therein were included as clauses and covenants of this sub-sublease;

(b) to use the Premises only for residential purposes;

(c) to perform and observe all the covenants on the part of the landlord under the provisions of the Sublease save and except for the payment of rent and the requirements of paragraph 10.04, 10.07(c) and 10.07(d) of the Sublease;

(d) to indemnify the landlord in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the landlord may be liable by reason of any breach or non-performance by the tenant of any covenant, agreement or proviso of this sub-sublease, or by reason of any act of default by the tenant or member of his family, household or guest. This indemnity shall, without such breach, non-performance, damage to property, personal injury or debt accruing during the term of this sub-sublease, survive the termination of this sub-sublease;

(e) that the tenant or any assignee of the tenant will agree in writing to comply with and be bound by all the applicable terms, covenants, conditions, provisos and agreements of the Sublease;

(f) in the event of conflict between the provisions of the Sublease and this sub-sublease the provisions of the Sublease shall govern.

5. COVENANTS OF THE LANDLORD

The landlord covenants with the tenant for quiet enjoyment.

6. ASSIGNMENT

This sub-sublease may not be assigned or sub-sub-subleased by the tenant without the consent in writing of the landlord, which said consent shall not be unreasonably withheld.

7. PROVISO FOR RE-ENTRY

Provisos for re-entry by the landlord on non-payment of rent, on non-payment of any charge imposed pursuant to Schedule "B" on non-performance of any covenant or provision of this sub-sublease or of Schedule "B", or seizure of forfeiture of the said terms, or for any of the causes aforesaid.

8. GRANT OF EASEMENT - INGRESS AND EGRESS

(a) The landlord as the servlant tenant does hereby grant, convey and confirm unto the tenant as dominant tenant for the use and enjoyment of the tenant in common with the landlord or such other persons as the landlord may designate from time to time, their respective heirs, executors, adminstrators, successors and assigns and their servants, agents, tenants, invitees and licencees and the tenant from time to time and all those claiming through them, the full, free and uninterrupted right, licence, liberty, right of way, easement, priviledge and permission at all times and from time to time with or without the vehicle of any kind, ingress, egresss and regress of the Premises over, under and through the easement area as shown on Reference Plan of Easement registered in the Kamloops Land Title Office under Plan

No. 43724, a copy of which is attached hereto as Schedule "C" (hereinafter referred to as the "Easement Area") and to enter upon and pass and repass over the Easement Area for the purposes of ingress and egresss;

(b) The landlord hereby covenants with the tenant:

(i) not to make, place, erect or maintain any building, structure, foundation, pavement, excavation, well, power material or obstruction upon the Easement Area which might obstruct access by the tenant's servants, agents or licencees to the Easement Area or any part thereof;

(ii) from time to time and at all times upon every reasonable request and at the cost and charges of the tenant to do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances, and assurances in law whatsoever for the better assuring unto the tenant, his heirs, executors, administrators, successors and assigns as the case may be, of the rights, liberties and easement hereby granted;

(c) The tenant shall have the right to enter upon the Easement Area for the purposes of maintenance and repair which shall be at the expense of the tenant;

(d) The tenant agrees to indemnify the landlord for any loss, cost or damage suffered directly or indirectly by the landlord arising out of any use or unauthorized use of the easement granted herein.

(e) This grant of easement shall be construed as running with the land described in this sub-sublease until such time as this sub-sublease is terminated.

9. GRANT OF EASEMENT - GARDEN, SHRUBS AND LAWN

(a) The landlord as serviant tenant does hereby grant, convey and confirm unto the tenant, as the dominant tenant, for the use and enjoyment of the tenant in common with the landlord and such other persons as the landlord may designate from time to time, their respective heirs, successors and assigns and their servants, agents, tenants, invitees and licencees and the owners of the leasehold interest in the Premises from time to time and all those claiming through them, the full, free and uninterrupted right, licence, liberty, right of way, easement, privilledge and permission at all times from time to time to enter upon and pass and repass the Easement Area described as Easement Area 8 of the Reference Plan attached hereto as Schedule "A" and filed in the Kamloops Land Title Office under No. 43799 (hereinafter referred to as the "Easement Area 8 ") for the purposes of planting lawns, trees, gardens and shrubs, and construction of patios and for the use and enjoyment thereof;

(b) The landlord hereby covenants with the tenant:

(I) not to make, place, erect or maintain any building, structure, foundation, pavement, excavation, well, power material or obstruction upon Easement Area 8 which might obstruct access by the tenant's servants, agents or licencees to Easement Area 8 or any part thereof;

(II) from time to time and at all times upon every reasonable request and at the cost and charges of the tenant to do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices,

conveyances, and assurances in law whatsoever for the better assuring unto the tenant, his heirs, executors, administrators, successors and assigns as the case may be, or the rights, liberties and easement hereby granted;

(c) The tenant shall have the right to enter upon Easement Area 8 for the purposes of maintenance and repair which shall be at the expense of the tenant;

(d) The tenant agrees to indemnify the landlord for any loss, cost or damage suffered directly or indirectly by the landlord arising out of any use or unauthorized use of the easement granted herein.

10. RESTRICTIVE COVENANT - EASEMENT AREA

(a) The landlord as servient tenant does hereby grant, convey and confer unto the tenant as dominant tenant not to enter into any agreement to allow any third party to enter under or upon for any purpose whatsoever Easement Area 8 without the prior written consent of the tenant, their respective heirs, executors, administrators, successors and assigns as the case may be, such consent not be unreasonably withheld;

(b) The landlord hereby covenants with the tenant:

(i) not to make, place, erect or maintain any building, structure, foundation, pavement, excavation, well, power material or obstruction upon Easement Area 8 which might obstruct access by the tenant's servants, agents or licencees to Easement Area 8 or any part thereof;

(ii) from time to time and at all times upon every reasonable request and at the cost and charges of the tenant to do

and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances, and assurances in law whatsoever for the better assuring unto the tenant, its heirs, executors, administrators, successors and assigns as the case may be, of the rights, liberties and easement hereby granted

(c) The burden of this restrictive covenant shall run until such time as this sub-sublease is terminated and shall be binding upon and enure to the benefit of each of the respective parties hereto and their respective heirs, executors, administrators, successors and assigns as the case may be.

11. GENERAL

(a) Any excusing, condoning or overlooking by the landlord of any default, breach or non-observance by the tenant at any time of any covenant, proviso, condition or regulation in this sub-sublease shall not operate as a waiver of the landlord's rights hereunder in respect of any subsequent default, breach or non-observance of the terms of this sub-sublease, and shall not defeat or affect in any way the landlord's rights in respect of any subsequent default or breach;

(b) any notice to be given by the parties hereto shall be well and sufficiently given if delivered or sent by registered mail to the address of the party shown above, and any such notice shall be deemed to have been given if delivered, when delivered and if mailed, ~~within~~ ten (10) days after the mailing thereof;

C.M.M.

(c) In addition to all the powers and rights described hereunder including those described in Schedule "B" the landlord may:

(i) make such additional rules and regulations as it may consider necessary or desirable from time to time in relation to the preservation, enjoyment, safety, orderliness and cleanliness of the Premises and facilities therein or upon;

(ii) do all things necessary for the enforcement of the said rules and regulations and for the control, management and administration of the Premises and any easements granted herein and those parts that are of use in common by the tenants and each of them;

(iii) appoint and employ such agents and employees as the landlord may consider necessary or advisable for the efficient administration of the common property facilites used in or upon the Premises or to service the Premises;

(d) In the event of any transfer or assignment of the landlord's or tenant's interest in the Premises, the parties hereto covenant and agree that any transferee, assignee, licencee, occupier or possessor whatsoever shall become a party to this Agreement;

(e) Notwithstanding anything herein contained, this sub-sublease shall be expressly subject and subordinate to the Sublease and to the rights thereunder and shall terminate upon the termination of the Sublease;

(f) The tenant may register this sub-sublease in the Land Title Office at Kamloops, British Columbia at its expense and any costs incurred to make this sub-sublease acceptable for registration in the Land Title Office or any expense in any way

relating to the registration of this sub-sublease in the Land Title Office shall be that of the tenant and not the landlord;

(g) The section headings in this sub-sublease form no part of this sub sublease and shall be deemed to have been inserted for reference only;

(h) The tenant acknowledges and agrees that notwithstanding anything herein to the contrary it is intended that this sub-sublease shall be a carefree net sub-sublease for the landlord and that the landlord shall not be responsible during the term for any Property Taxes, nor for any other costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises; and the tenant shall pay all charges, impositions and costs of every nature and kind relating to the Premises.

(i) This sub-sublease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns as the case may be and where the tenant is two or more persons, the tenant's covenants hereunder shall be joint and several and wherever the singular or masculine are used in this sub-sublease, the same shall be deemed to include the plural, feminine or body corporate.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

THE CORPORATE SEAL of RED WING RESORTS LTD. was hereunto affixed in the presence of:

Authorized Signatory

C/S

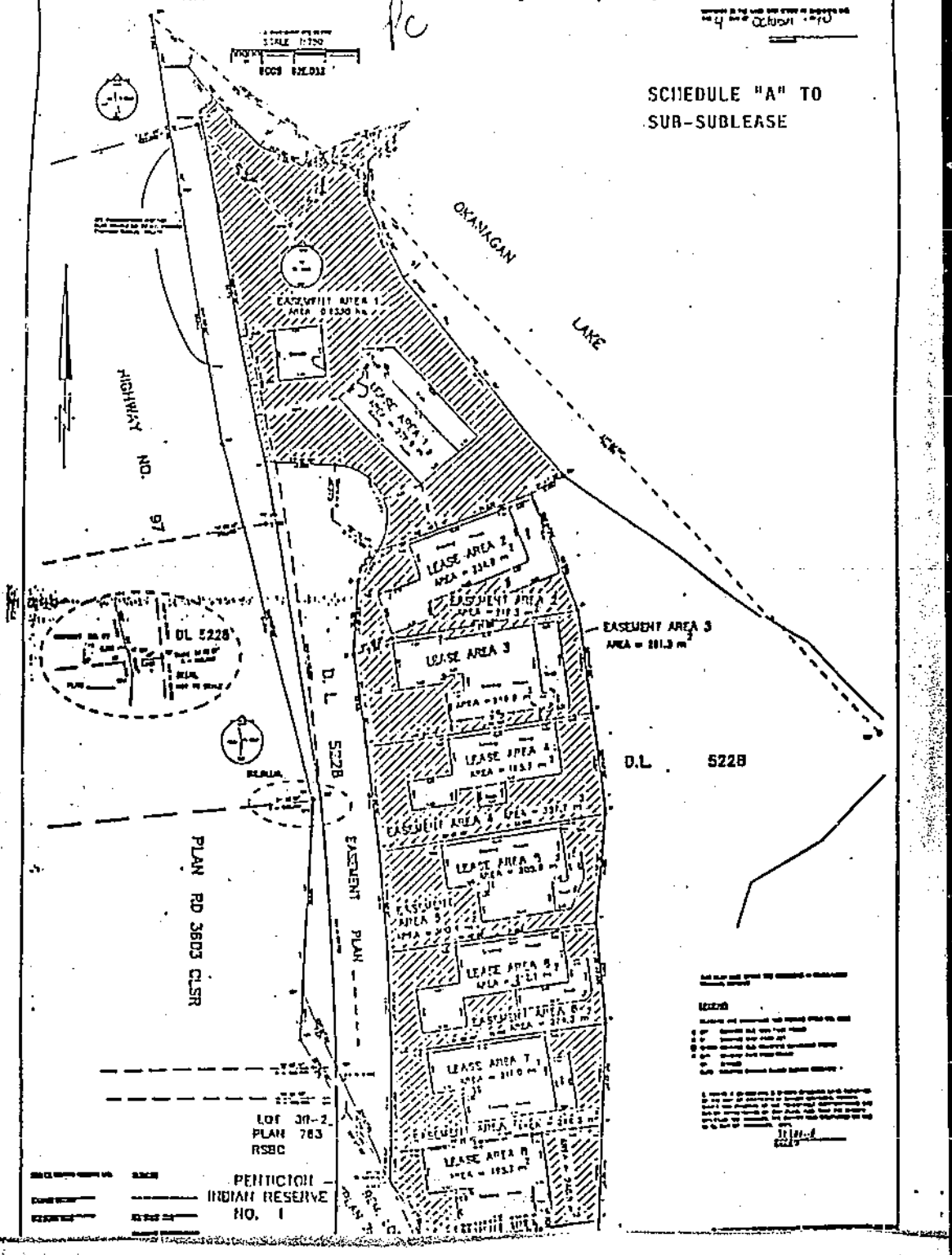
THE CORPORATE SEAL of)
was hereunto)
affixed in the presence of:)
)
)
Authorized Signatory) C/S
)
SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
Witness Joyce Lamb) Marjorie Miller
MARJORIE MILLER
Address Penticton, BC)
)
Occupation Accountant)

CORPHH/pp/lg
nwh5/h/nwh

PURSUANT TO SECTION 99(1)(e) L.T.A.

SCALE 1:750

SCHEDULE "A" TO SUB-SUBLEASE



SCHEDULE "B"
RULES AND REGULATIONS

PREAMBLE

Red Wing Resorts Adult Community Centre is designed to be an exclusively adult residential park. In order for residents to enjoy the amenities of the park a quiet, secure, orderly and peaceful environment is provided. The following rules and regulations are designed to ensure such an environment.

ADULT PARK

1. Red Wing Resorts Adult Community Centre (hereinafter called the "park") is an exclusively adult recreational park. Permanent residents shall be 40 years of age or older except with the consent of the landlord. No children shall be permitted permanent residence.

2. Permanent residence shall be defined as forty-five (45) days or more in any calendar year.

3. The residential dwelling on any lot in the park shall be permanently occupied by no more than 4 persons. All such persons shall be members of one family unit.

4. No person under the age of 16 years shall use any park facilities without the direct personal supervision of the tenant whose guest the minor is. Children are not permitted to play on the streets or on walkways within the park.

BUILDINGS

5. Residential buildings in the park are to be constructed by the landlord or under its licence and shall conform to size, style, construction type and materials and siting determined by the landlord. Removal or renovation of residential buildings shall not be permitted without the written consent of the landlord. No motorhomes, campers or other dwellings, except those approved by the landlord, will be permitted temporarily or permanently in the park and such vehicles must be placed in appropriately designated areas.

6. No outbuildings, fences, sheds or other structures shall be permitted on any lot without the express written consent of the landlord and all such structures shall be completed within ninety (90) days of commencement of construction.

7. As all services in the park are underground it is essential that no holes are dug, no improvements sited, nor any stakes or posts driven into the ground without first obtaining written authorization from the landlord.

8. Prohibited improvements and structures shall be swimming pools, radio and TV antennas and satellite dishes, roof mounted air coolers and outdoor clotheslines.

9. Each yard shall be kept neat and clean. No storage of cans, bottles, boxes, equipment or debris shall be permitted on any lot.

LANDSCAPING

10. No trees, shrubs, grass or other landscaping materials provided to the common areas designated from time to time by the landlord shall be removed.

11. The tenant shall maintain and care for the landscaped areas in a careful and attractive manner and in particular will keep shrubs, trees and flowers watered, trimmed and sprayed. The tenant shall keep all painted surfaces clean and in good condition. Lawn cutting is provided by the landlord and tenants shall keep lawns properly watered and fertilized.

12. During any period when a tenant is absent arrangements must be made to properly supervise, maintain and care for the landscaped areas.

13. If the landlord is of the opinion that the landscaping or exterior of any building or structure is not being adequately cared for or maintained, the landlord may ~~without~~ with notice to the tenant provide the care and maintenance required and the charges for so doing will be added to the fees payable by the tenant.

SERVICES AND UTILITIES

14. Garbarge receptacles are provided to each resident for deposit of all garbage.

15. No outdoor burning of garbage or refuse shall be permitted within the park.

16. Each lot in the park is serviced by underground utilities and the tenant shall make appropriate arrangements with the utility supplier for installation and service.

17. Beach parking shall be in the common area so designated.

USES AND SIGNS

18. Animals:
    (a) Only small, quiet, normally domesticated pets and lap dogs are permitted;
    (b) must be kept on a leash when off the tenants lot;
    (c) when walking a pet, tenants must pick up all droppings immediately.

19. Farm animals are not permitted. All animals must be kept quiet and contained within the premises at all times. No animals shall be permitted to be at large in the park.

20. Noise - No noise which in the opinion of the landlord may disturb the comfort of any tenant shall be permitted.

21. Vehicles - All vehicles belonging to the tenant shall be parked in the spaces provided. Individual parking lot facilities are designed for automobiles only. Designated storage areas for boats, trailers and recreational vehicles have been made within the park and all vehicles must be retained in them. No repairs or major servicing shall be done on any vehicles within the park. Wrecked or immobilized vehicles on blocks are not permitted in the park. No vehicle with a GVW rating in excess of 20,000 lbs. is permitted in the park. All "no parking" and other vehicle regulation signs must be observed. Only overnight guests shall be allowed to park their vehicles on the streets within the park. No off-road motorcycles, snowmobiles or similar recreational vehicles shall be operated within the park. Use of scooters or motorcycles shall be limited to going to and from the park.

22. Recreational Facilities - The tenant is responsible for insuring that he and his guests using any of the park facilities abide by the rules as posted for the use of that particular facility. Loud parties or loud or abusive language towards neighbours or others in the park will not be permitted at any time and any damage caused to park facilities shall be the sole responsibility of the tenant.

23. Signs - Uniform name signs and lot numbers shall be provided to the tenant free of charge by the landlord. No other signs or numbering systems shall be used except as provided by the landlord.

24. Illegal and Unauthorized Use of Park - The tenant will not use his lot or any of the park facilities for an activity of an illegal nature. No door to door solicitation shall be permitted in the park by anyone under any circumstances.

RIGHT OF FIRST REFUSAL

25. If during the term of the sub sublease the tenant receives a bonafide offer to purchase his interest therein which he is willing to accept he shall deliver to the landlord a written notice of such offer containing all of the terms thereof and the landlord shall have 48 hours after receipt thereof to purchase the interest of the tenant in the said sub-sublease for the price and upon the terms and conditions contained in the said offer.

FEES AND TAXES

26. The park is designated as a "specified area" for the purposes of assessment of Provincial and Municipal taxes. The tenant shall be responsible for and shall pay all such tax fees levied on their due dates in accordance with the

laws of the Province of British Columbia and By-laws of the Regional District of Okanagan Similkameen or other governing municipal authority.

27. Fees levied by the landlord for park maintenance, water, garbage pick up, street maintenance and street lighting and any other services provided by the landlord to the tenant shall be assessed from time to time. Such fees shall be levied annually and payable on the 1st day of each month. The method of payment shall be by way of 12 post-dated cheques provided by the tenant to the landlord on or before the 1st day in each year.

28. In addition to any other remedies provided to the landlord pursuant to the sub-sublease and these rules for non-payment of fees and charges, should the tenant fail to pay the monthly fees when due, the landlord may discontinue the provision of services to the tenant.

29. To ensure payment of the rental due pursuant to the Head Lease and Sublease the landlord and Mr. David E. Kampe for a period of five (5) years have arranged bonding with an annual review to secure payment of the annual lease payments required by the Head Lease and Sublease. As additional security, the following funds from the sale of lots through sub-subleases will be placed in trust with the landlords'

solicitors, Kinsman & Company, to provide revenues for rental payments. The anticipated capital in the trust fund is to accumulate as follows:

Phase	No. of Lots	$ per Lot	Total
Phase I	40	$1,000.00	$ 40,000.00
Phase II	40	$2,000.00	$ 80,000.00
Phase III	40	$3,000.00	$120,000.00
Phase IV	80	$3,000.00	$240,000.00

In the event the landlord is able to arrange prepayment of the Head Lease and Sublease or is able to arrange security for payment of the Head Lease and Sublease satisfactory to at least fifty per cent (50%) of the tenants, the trust fund shall be returned to the landlord.

PSM1:/p/ck
nwh5/h/nwh

PLAN No. 43524

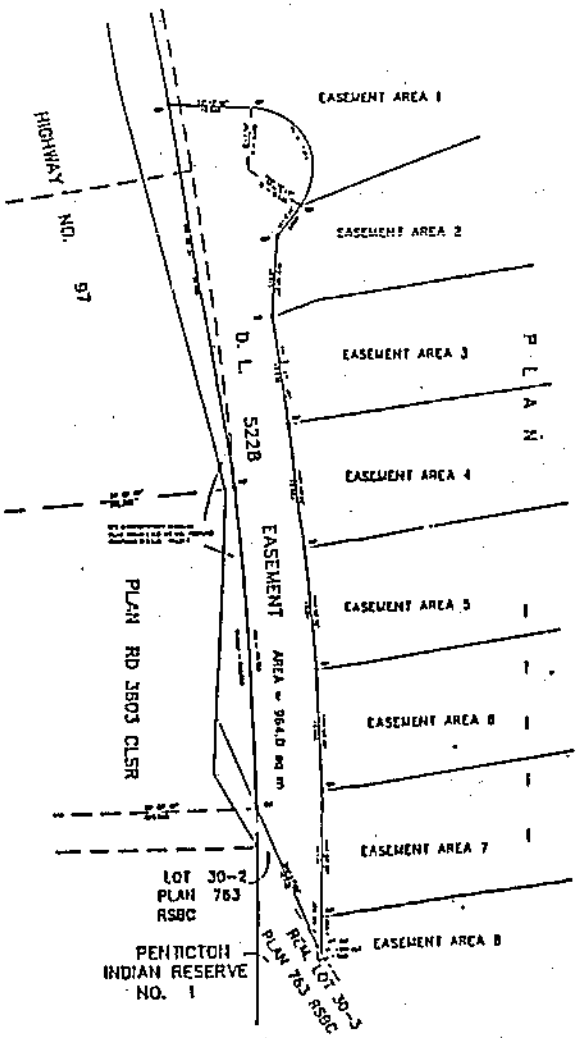
REFERENCE PLAN OF EASEMENT OF PART OF D.L. 5228, O.D.Y.D.

PURSUANT TO SECTION 99(1)(e) L.T.A.

AREA ACQUIRED = 964.0 sq. m.

SCALE 1:750

SCHEDULE "C" TO
SUB-SUBLEASE



END OF DOCUMENT

NOTE TO FILE

TELEPHONE INQUIRY FROM: MAXX - PHILLIPPE HOLCOTT PH. 492-3390 File #: _____

TELEPHONE INQUIRY TO: _____ Date: 94-07-21

COUNTER INQUIRY: _____ Time: _____

SUBJECT: FENCE INTO THE WATER IN FRONT OF REDWING RESORT @ SOUTH END OF OKANAGAN LAKE.

MR. HOLCOTT ADVISED REDWING RESORT HAVE FENCED INTO THE WATER + HAVE TOLD HIM TO GET OFF THE FORESHORE IN FRONT OF THE RESORT.

ACTION REQUIRED/TAKEN: NFIC: CHECK OUT NEXT TIME YOU ARE IN THE AREA, NO RESPONSE REQUIRED AT THIS TIME.

SIGNED: _____

FS18G (94/02)

DFS2002 11:30:43 TERMINAL CONNECTED TO IMS AT BCSC SIMSP -

Date: 93/07/06 TITLE SEARCH PRINT - KAMLOOPS Time: 11:30:40
Requestor: (SC64122) MINISTRY OF ENVIRONMENT, LANDS, PARKS (L Page: 001
Title: KD45596

KAMLOOPS LAND TITLE OFFICE TITLE NO: KD45596
FROM TITLE NO:
CROWN GRANT

APPLICATION FOR REGISTRATION RECEIVED ON: 29 MAY, 1990
ENTERED: 29 MAY, 1990

REGISTERED OWNER IN FEE SIMPLE:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTRY OF CROWN LANDS
3400 DAVIDSON AVE
VICTORIA, B.C.
V8V 1X5

DESCRIPTION OF LAND:
PENTICTON ASSESSMENT AREA

PARCEL IDENTIFIER: 016-029-445
DISTRICT LOT 5228 OSOYOOS DIVISION YALE DISTRICT

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:
NATURE OF CHARGE
CHARGE NUMBER DATE AND TIME OF APPLICATION

UNDERSURFACE RIGHTS
KD45597 29/05/1990 13:00
REGISTERED OWNER OF CHARGE:
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
REMARKS: SEC 47 LAND ACT SEE KD45596

LEASE
KD76912 25/09/1990 09:31
REGISTERED OWNER OF CHARGE:
PENDIAN INVESTMENTS INC (INC. NO. 285937)

LEASE
KD76913 25/09/1990 09:31
REGISTERED OWNER OF CHARGE:
RED WING RESORTS LTD
REMARKS: SUB LEASE OF KD76912

LEASE
KE30593 13/05/1991 13:17
REGISTERED OWNER OF CHARGE:
DAVID EDWARD KAMPE
REMARKS: SUB-LEASE OF KD76913
PART SHOWN AS LEASE AREA A ON PLAN KAP44620
FOR APPURTENANT EASEMENTS SEE KE30594 AND KE30595
AND RESTRICTIVE COVENANT SEE KE30596

CONTINUES ON PAGE 002

EASEMENT
KE30594 13/05/1991 13:17
REMARKS: DD KE30593 PART ON PLAN 43724
APPURTENANT TO SUB-LEASE KE30593

EASEMENT
KE30595 13/05/1991 13:17
REMARKS: DD KE30593
PART SHOWN AS EASEMENT AREA A ON PLAN KAP44620
APPURTENANT TO SUB-LEASE KE30593

RESTRICTIVE COVENANT
KE30596 13/05/1991 13:17
REMARKS: DD KE30593
PART SHOWN AS EASEMENT AREA A ON PLAN KAP44620
APPURTENANT TO SUB-LEASE KE30593

LEASE
KE30706 13/05/1991 14:23
REGISTERED OWNER OF CHARGE:
MARJORIE MILLER
REMARKS: SUB LEASE OF KD76913 AS TO LEASE AREA #8
SHOWN ON PLAN 43799 FOR APPURTENANT EASEMENTS
SEE KE30707 AND KE30708 FOR APPURTENANT
RESTRICTIVE COVENANT SEE KE30709

EASEMENT
KE30707 13/05/1991 14:23
REMARKS: DD KE30706 PART SHOWN ON PLAN 43724 APPURTENANT
TO SUB-LEASE KE30706

EASEMENT
KE30708 13/05/1991 14:23
REMARKS: DD KE30706 PART SHOWN AS EASEMENT AREA #8 ON
PLAN 43799 APPURTENANT TO SUB-LEASE KE30706

RESTRICTIVE COVENANT
KE30709 13/05/1991 14:23
REMARKS: DD KE30706 PART SHOWN AS EASEMENT AREA #8 ON PLAN
43799 APPURTENANT TO SUB-LEASE KE30706

LEASE
KE65771 28/08/1991 11:53
REGISTERED OWNER OF CHARGE:
JAMES WILLIAM DUNCAN
GWENDOLINE JANE DUNCAN
JOINT TENANTS
REMARKS: SUB LEASE OF KD76913 AS TO LEASE AREA #2 SHOWN ON
PLAN 43799 FOR APPURTENANT EASEMENTS SEE KE65772
AND KE65773 FOR APPURTENANT RESTRICTIVE COVENANT
SEE KE65774

EASEMENT
KE65772 28/08/1991 11:53

CONTINUES ON PAGE 003

REMARKS: PART SHOWN AS EASEMENT AREA ON PLAN 43724
APPURTENANT TO KE65771
SEE KE65771

EASEMENT
KE65773 28/08/1991 11:53
REMARKS: PART SHOWN AS EASEMENT AREA #2 ON PLAN 43799
APPURTENANT TO KE65771
SEE KE65771

RESTRICTIVE COVENANT
KE65774 28/08/1991 11:53
REMARKS: PART SHOWN AS EASEMENT AREA #2 ON PLAN 43799
SEE KE65771

LEASE
KF42838 11/05/1992 11:52
REGISTERED OWNER OF CHARGE:
BARRY STUART
SUSANNE STUART
JOINT TENANTS
REMARKS: SUB LEASE OF KD75913
PART SHOWN AS LEASE AREA #7 ON PLAN 43799
FOR APPURTENANT EASEMENTS SEE KF42839 AND KF42840
FOR APPURTENANT RESTRICTIVE COVENANT SEE KF42841
ASSIGNED TO KF99154

EASEMENT
KF42839 11/05/1992 11:52
REMARKS: DD KF42838
PART SHOWN ON PLAN 43724
APPURTENANT TO SUB LEASE KF42838

EASEMENT
KF42840 11/05/1992 11:52
REMARKS: DD KF42838
PART SHOWN AS EASEMENT AREA #7 ON PLAN 43799
APPURTENANT OT SUB LEASE KF42838

RESTRICTIVE COVENANT
KF42841 11/05/1992 11:52
REMARKS: DD KF42838
PART SHOWN AS EASEMENT AREA #7 ON PLAN 43799
APPURTENANT TO SUB LEASE KF42838

LEASE
KF47033 22/05/1992 12:52
REGISTERED OWNER OF CHARGE:
RICHARD GEORGE FUHR
SIGRUN BARBARA BROEMER
JOINT TENANTS
REMARKS: SUB LEASE OF KD75913
PART SHOWN AS LEASE AREA #3 ON PLAN 43799
FOR APPURTENANT EASEMENTS SEE KF47034 AND KF47035

CONTINUES ON PAGE 004

FOR APPURTENANT RESTRICTIVE COVENANT SEE KF47036

EASEMENT
KF47034 22/05/1992 12:52
REMARKS: DD KF47033
PART ON PLAN 43724
APPURTENANT TO SUB LEASE KF47033

EASEMENT
KF47035 22/05/1992 12:52
REMARKS: DD KF47033
PART SHOWN AS EASEMENT AREA #3 ON PLAN 43799
APPURTENANT TO SUB LEASE KF47033

RESTRICTIVE COVENANT
KF47036 22/05/1992 12:52
REMARKS: DD KF47033
PART SHOWN AS EASEMENT AREA #3 ON PLAN 43799
APPURTENANT TO SUB LEASE KF47033

RIGHT OF FIRST REFUSAL
KF47037 22/05/1992 12:52
REGISTERED OWNER OF CHARGE:
RED WING RESORTS LTD., (INC NO 202460)
REMARKS: DD KF47033
TO PURCHASE SUB LEASE KF47033 SHOWN AS AREA #3
ON PLAN 43799

MORTGAGE
KF47038 22/05/1992 12:52
REGISTERED OWNER OF CHARGE:
HONG KONG BANK OF CANADA
REMARKS: OF KF47033

LEASE
KF99154 07/10/1992 10:44
REGISTERED OWNER OF CHARGE:
ROBERT MONTGOMERY HENDERSON
SHARON MARJORIE HENDERSON
JOINT TENANTS
REMARKS: ASSIGNMENT OF KF42838 BEING SUB-LEASE OF KD76912
(SEE ALSO SUB-LEASE KD76913)
PART SHOWN AS LEASE AREA #7 ON PLAN 43799
FOR APPURTENANT EASEMENTS SEE KF42839 AND KF42840
FOR APPURTENANT RESTRICTIVE COVENANT SEE KF42841

MORTGAGE
KF99156 07/10/1992 10:44
REGISTERED OWNER OF CHARGE:
BANK OF MONTREAL
REMARKS: OF SUB LEASE KF99154

LEASE
KG18310 01/03/1993 15:06

CONTINUES ON PAGE 005

REGISTERED OWNER OF CHARGE:
HARRY ALEXANDER BLACK
MARGARET LILLIAN BLACK
JOINT TENANTS
REMARKS: SUB-LEASE OF KE30593
PART SHOWN AS LEASE AREA A ON PLAN KAP44620
FOR APPURTENANT EASEMENTS SEE KE30594 AND KE30595
AND RESTRICTIVE COVENANT SEE KE30596
FOR CHANGE OF ADDRESS SEE KG21172

MORTGAGE
KG18311 01/03/1993 15:06
REGISTERED OWNER OF CHARGE:
MONTREAL TRUST COMPANY OF CANADA
REMARKS: OF KG18310

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 27, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

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

Province of
British Columbia
MINISTRY OF
ENVIRONMENT,
LANDS AND PARKS

BC Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800
Fax: (604) 828-4809

File: 3404417
Your File: E5673-07397(RT28)

March 22, 1993

Indian and Northern Affairs Canada
300 1550 Alberni St
Vancouver BC V6G 3C5

Attention: Sally Saunders

Re: Application for a Transfer of Administration and Control of District Lot 5228, Osoyoos Division of Yale District

Reference is made to our letters of December 12, 1990, March 20, 1991 and March 18, 1992 regarding the above.

As you have not responded to any of our letters we have withdrawn your application. Lease #333803 will remain in effect until its expiry on June 30, 2027.

If you decide sometime in the future to again apply for a Transfer of Administration and control over this parcel, we would be pleased to consider your application subject to current policies and land values at that time.

Yours truly,

Reg Bose, Manager
Land Administration

RB/BD/len

cc: Surveyor General Branch
bcc: Disallowance Book

DAS ENTD MAR 2 3 1993

VERIFIED BY _____
DATE _____ 1993

Printed on Recycled Paper

Pushor, Mitchell, Davies, Montgomery & Company

Barristers & Solicitors

#301 - 1475 ELLIS STREET
KELOWNA, BRITISH COLUMBIA
CANADA, V1Y 2A3

TELEPHONE: (604) 762-2108
FAX: (604) 762-9115

RICHARD J. PUSHOR
BARRY M. DAVIES *
JANE P. CARTWRIGHT
RONALD T. SOLMER
DONALD C. McKAY
GLENDA A. PEACOCK

RICHARD H. MONTGOMERY
ALFRED C. KEMPF
THERESA M. ARSENAULT
CINDY J. LOMBARD-GUY
WESLEY C. SHIELDS

PAUL L. MITCHELL
ALLAN R. ELLIOTT
J. DAVID IBBETSON
CINDY K. ROTH
GEORGINA SPILOS

* DENOTES PERSONAL LAW CORPORATION

RECEIVED BY
ON SEP - 6 1991
MINISTRY OF
LANDS AND PARKS

Our File: TMA/18240.98*

September 3, 1991

MINISTRY OF LANDS AND PARKS
478 St. Paul Street
Kamloops, British Columbia
V2C 2J6

Attention: REG BOSE

Dear Sirs and Mesdames:

RE: YOUR FILE #3404417
MORTGAGE OF SUB-SUBLEASE - DAVID EDWARD KAMPE
Lease No. 333803 to Pendian Investments Ltd.

Further to your letter of August 12, 1991 with respect to the above-matter, we confirm that the Royal Bank of Canada mortgage of Sub-sublease was accepted for registration at the Kamloops Land Title Office under filing number KE47144, and we enclose a copy of the registered mortgage for your records.

We trust you will find the enclosed to be in order.

Yours truly,

PUSHOR, MITCHELL, DAVIES,
MONTGOMERY & COMPANY

per: T. Arsenault

THERESA M. ARSENAULT

TMA/laj

Encl.

91 JUL -2 03 KE047144

LAND TITLE ACT
FORM
(Section 219.1)

PROVINCE OF
BRITISH COLUMBIA
MORTGAGE - PART 1 (This area for Land Title use only) Page 1 of 13 pages

1. APPLICATION: PUSHOR, MITCHELL, DAVIES, MONTGOMERY AND COMPANY, #301 - 1475 Ellis Street, Kelowna, B.C., V1Y 2A3, Phone: (604) 762-2108
Per:
TMA/laj 18240.98 LESLIE JOHNSTON

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

(PID)	(Legal description)
016-029-445	Lease Area A shown on Reference Plan KAP44620 of DL 5228, ODYD

3. BORROWER(S) [MORTGAGOR(S)]:* DAVID EDWARD KAMPE, Businessman
435 Green Avenue, Penticton, B.C. V2A 3T5

4. LENDER(S) [MORTGAGEE(S)]:* ROYAL BANK OF CANADA, a Canadian Chartered Bank, having a branch office at 510 Bernard Avenue, Kelowna, British Columbia V1Y 7N9

5. PAYMENT PROVISIONS: **

(a) Principal Amount: $87,801.13	(b) Interest Rate: personal loan base rate plus 0.5%	(c) Interest Adjustment Date: Y M D 90 / 1 /8
(d) Interest Calculation Period: monthly, calculated on the daily principal balance	(e) Payment Dates: 8th day of each month	(f) First Payment Date: Y M D 90/ 2/ 8
(g) Amount of each periodic payment: interest only	(h) Interest Act (Canada) statement: The equivalent rate of interest calculated half yearly not in advance is n/a	(i) Last Payment Date: Y M D n/a
(j) Assignment of Rents which the applicant wants registered? YES: ___ NO: x if YES, page and paragraph number:	(k) Place of Payment: Postal address in item 4	(l) Balance Due Date: Y M D ON DEMAND

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space in any box insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

6. MORTGAGE contains floating charge on land? YES ___ NO x

7. MORTGAGE secures a current or running account? YES ___ NO x

8. INTEREST MORTGAGED:

Freehold .....: ___
Other (specify) .: x * Sub-sublease KE30593

9. MORTGAGE TERMS:

Part 2 of this mortage consists of (select one only):

(a) Prescribed Standard Mortgage Terms .: ___
(b) Filed Standard Mortgage Terms .....: ___ D.F. Number:
(c) Express Mortgage Terms .....: x (annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:*

n/a

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:*
Undersurface Rights KD45597, Lease KD76912, Sub-Lease KD76913, Sub-sublease KE30593, Easement KE30594, Easement KE30595, Restrictive Covenant KE30596, Easement KE30707, Easement KE30708, Restrictive Covenant KE30709

12. EXECUTION(S):**
This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of those terms.

Officer Signature(s)	Execution Date Y M D	Borrower(s) Signature(s)
Richard P. Thompson Barrister & Solicitor #100 - 166 Main St., Penticton, B.C. V2A 5A4	91/06/19	DAVID EDWARD KAMPE

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. 1979, c.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

MORTGAGE TERMS-PART 2

THIS INDENTURE made the day of 1991

IN PURSUANCE OF "THE LAND TRANSFER FORM ACT, PART 3"

BETWEEN:

DAVID EDWARD KAMPE, Businessman
435 Green Avenue
Penticton, British Columbia V2A 3T5
(hereinafter called "the Mortgagor")

OF THE FIRST PART

AND:

THE ROYAL BANK OF CANADA, a Chartered Bank having its Head Office at the City of Montreal, in the Province of Quebec and having a branch office at 510 Bernard Avenue, Kelowna, in the Province of British Columbia V1Y 7N9
(hereinafter called "the Mortgagee")

OF THE SECOND PART

A. By Lease dated the 20th day of October, 1989 and registered in the Kamloops Land Title Office under no. KD76912 (hereinafter referred to as "the Lease") HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA leased to PENDIAN INVESTMENTS INC. the lands described as:

Parcel identifier: 016-029-445
District Lot 5228, ODYD
(hereinafter referred to as "the Lands")

for a term commencing the 20th day of October, 1989 and expiring on the 30th day of June, 2027, subject to the rents, covenants and conditions therein contained;

B. By Sublease dated the 20th day of October, 1989 and registered in the Kamloops Land Title Office under no. KD76913 (hereinafter referred to as "the Sublease") PENDIAN INVESTMENTS INC. subleased the Lands to RED WING RESORTS LTD. for a term commencing the 20th day of October, 1989 and expiring on the 30th day of June, 2027;

C. By Sub-sublease dated the 20th day of February, 1991 and registered in the Kamloops Land Title Office under no. KE30593, hereinafter referred to as "the Sub-sublease") RED WING RESORTS LTD. sub-subleased to DAVID EDWARD KAMPE the lands described as:

Lease Area "A" shown on Reference Plan KAP44620
of District Lot 5228, ODYD
(hereinafter referred to as "the Leased Premises")

for a term commencing the 20th day of February, 1991 and expiring on the 28th day of June, 2027;

D. The Mortgagor has agreed to grant this mortgage by way of Sub-sublease to further secure the payment to the Mortgagee of principal and interest in accordance with the promissory note or notes, a copy or copies of which is or are attached, and any and all substitutions for or renewals of such note or notes;

1. WITNESSETH that in consideration of the Mortgagee advancing the principal sum or sums secured by the said note or notes and other good and valuable consideration (the receipt whereof is hereby acknowledged) the Mortgagor does hereby demise, sub-sublease and charge by way of a specific mortgage and fixed charge unto the Mortgagee his sub-subleasehold interest in and to the Leased Premises, subject to the following encumbrances (if any):

Undersurface rights	KD45597
Lease	KD76912
Sub-Lease	KD76913
Sub-Sublease	KE30593
Easement	KE30594
Easement	KE30595
Restrictive Covenant	KE30596
Easement	KE30707
Easement	KE30708
Restrictive Covenant	KE30709

and subject to the last day of the term of the Sub-sublease being excepted from the charge created by this Mortgage, but the Mortgagor shall stand possessed of the reversion thereby remaining in trust for the Mortgagee to assign and dispose of as the Mortgagee directs.

2. PROVIDED this mortgage to be void on payment to the Mortgagee at its aforesaid address or such other place as the Mortgagee may designate in lawful money of Canada of principal and interest as follows:

The Mortgagor will pay on demand the principal sum of $87,801.13 with interest on so much thereof as shall from time to time remain unpaid at a rate equal to the Mortgagee's Personal Loan Base Rate per annum in effect from time to time plus 0.5 % per annum, calculated monthly as well after as before maturity, default and judgment, with interest on overdue interest at the same rate as on the principal sum. For the purpose hereof, Personal Loan Base Rate means the annual rate of interest announced from time to time by the Mortgagee as a reference rate then in effect for determining interest rates on Canadian dollar personal loans in Canada.

In the event that it may be necessary at any time for the

Mortgagee to prove the Mortgagee's Personal Loan Base Rate applicable as at any time, or times, it is agreed that the certificate in writing of the Manager for the time being of the branch of the Mortgagee responsible for the collection of the moneys hereby secured, setting forth the said Mortgagee's Personal Loan Base Rate as at any time or times shall be conclusive evidence as to the said Mortgagee's Personal Loan Base Rate as in the said certificate set forth.

3. AND taxes and performance of statute labour.

4. The Mortgagor observing and performing the covenants and conditions herein contained on the part of the Mortgagor to be observed and performed shall have the right at any time and from time to time, without notice, penalty or bonus, to repay the whole or any part of the balance of the principal monies remaining unpaid under the said note or notes together with interest as calculated and set forth in the said note or notes to the date or dates of such payment or payments.

5. The Mortgagor agrees to make all payments of principal and interest required to be made under any prior mortgage or mortgages of the Leased Premises and to keep otherwise in good standing such prior mortgage or mortgages; and the Mortgagor agrees not to further encumber or sell, transfer or assign the sub-subleasehold interest of the Mortgagor in the said Leased Premises so long as this mortgage remains in force and effect, without the prior written consent of the Mortgagee; if the Mortgagor becomes in default under this paragraph 5, the whole balance of principal and interest then unpaid to the Mortgagee shall forthwith become due and payable at the option of the Mortgagee.

6. This mortgage comprises collateral security for the said promissory note or notes and any and all notes in substitution therefor, and this mortgage shall continue in force and effect until the balance of the principal sum and interest referred to in paragraph 2 hereof shall have been paid in full.

7. The Mortgagor covenants with the Mortgagee that the Mortgagor will pay the mortgage money and interest and observe the above provisos.

8. AND the Mortgagor covenants with the Mortgagee that the Mortgagor will forthwith insure and during the continuance of this mortgage keep insured in favour of the Mortgagee against loss or damage by fire and as the Mortgagee may require, insure against loss or damage by tempest, tornado, cyclone, lightning and other risks or hazards, each and every building on the said Leased Premises and which may hereafter be erected thereon, both during erection and thereafter, for the full insurable value thereof in lawful money of Canada in a company duly authorized to carry on business as such; and the Mortgagor will forthwith assign, transfer and deliver over unto the Mortgagee the policy or policies of insurance and receipts thereof appertaining; and if the Mortgagor shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policy or policies and receipts or to produce to the Mortgagee at least three days before the termination of any insurance, evidence of renewal thereof, the Mortgagee shall be entitled but shall

not be obliged to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage, furnish at the expense of the Mortgagor all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies; and any insurance money received may, at the option of the Mortgagee, be applied in rebuilding, reinstating or repairing the premises or be paid to the Mortgagor or any other person appearing by the registered title to be or have been the owner of the said mortgaged premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Mortgagee, in whole or in part on the mortgage debt or any part thereof whether due or not then due.

9. AND the Mortgagor releases to the Mortgagee all claims upon the said Leased Premises, subject to the said provisos.

10. PROVIDED that until default of payment, the Mortgagor shall have quiet possession of the Leased Premises.

11. PROVIDED that all arrears of principal and interest or compound interest required by these presents to be paid shall bear compound interest at the rate aforesaid, as well after as before maturity, default and judgment, with interest on overdue interest at the same rate as the principal sum, and all such interest and compound interest shall be a charge on the Leased Premises.

12. In the event of the Mortgagor selling, conveying, transferring, or entering into any agreement of sale or transfer of the sub-subleasehold interest in and to the Leased Premises to a purchaser, grantee or transferee not approved by the Mortgagee then at the option of the Mortgagee all monies hereby secured with accrued interest thereon shall forthwith become due and payable.

13. AND it is hereby agreed that the Mortgagee may pay the amount of any encumbrance, lien or charge now or hereafter existing or to arise or to be claimed upon the Leased Premises, having priority over this mortgage, including any taxes or other rates on the leased premises or any of them, and pay all costs, charges and expenses which may be incurred in taking, recovering and keeping possession of the leased premises, and all solicitor's charges or commissions for or in respect of the collection of any overdue instalments or any other monies whatsoever payable by the Mortgagor hereunder, including without limitation costs as between Solicitor and Client, whether any action or other judicial proceeding to enforce such payment has been taken or not, and the amount so paid and insurance premiums for fire or other risks or hazards and other monies paid hereunder by the Mortgagee shall be added to the debt hereby secured and be a charge on the Leased Premises and shall bear interest at the rate aforesaid and shall be payable forthwith by the Mortgagor to the Mortgagee; and the non-payment of such amount shall be a default of payment within the meaning of those words in the proviso next following and shall entitle the Mortgagee to exercise the powers under such proviso; and in the event of the Mortgagee paying the amount of any such encumbrance, lien or charge, taxes or rates either

out of the monies advanced on the security of this mortgage or otherwise, the Mortgagee shall be entitled to all the rights, equities and securities of the person or persons, company or corporation or Government so paid off, and is hereby authorized to retain any discharge thereof, without registration, for a longer period than six months if the Mortgagee deems it proper to do so.

14. PROVIDED that the Mortgagee on default of payment for one month, may on one week's notice enter on and lease or sell the leasehold interest in and to the Leased Premises; and that should such default continue for two months the foregoing powers of entry, leasing and sale, or any of them, may be exercised without notice; and that the Mortgagee may lease or sell as aforesaid without entering into possession of the leased premises; and that service or giving of any notice required hereunder shall be good and effectual, either by leaving the same with a grown-up person on the mortgaged premises, if occupied, or by putting up the same on some portion thereof, if unoccupied, or at the option of the Mortgagee by publishing the same once in some newspaper published in the Province of British Columbia; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained, or under disability; and that title of a purchaser or lessee upon a sale of the sub-subleasehold interest or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power, or that such power has been improperly or irregularly exercised, or that such notice had not been given, but any person damnified by an unauthorized, improper or irregular exercise of the power shall have his remedy against the person exercising the power in damages only; and that the Mortgagee may sell the whole or any part or parts of the said sub-subleasehold interest in and to the leased premises by public auction or private contract, or partly one and partly the other, on such terms as to credit and otherwise as to the Mortgagee shall appear most advantageous and for such prices as can reasonably be obtained therefor, and that sales may be made from time to time of portions to satisfy interest or parts of the principal overdue, leaving the principal or balance thereof to run at interest, payable as aforesaid; and the Mortgagee may make any stipulations as to title, or evidence, or commencement of title, or otherwise, as the Mortgagee shall deem proper; and the Mortgagee may buy in or rescind or vary any contract for sale of the sub-subleasehold interest to the leased premises and re-sell, without being answerable for loss occasioned thereby; and in the case of a sale on credit the Mortgagee shall only be bound to pay to the Mortgagor such monies as have been actually received from purchasers after the satisfaction of the Mortgagee's claim; and for any of such purposes the Mortgagee may make and execute all agreements and assurances the Mortgagee deems fit; and that the purchaser at any sale hereunder shall not be bound to see to the propriety or regularity thereof; and that no want of notice or of publication, when received hereby shall invalidate any sale hereunder.

15. AND it is hereby agreed that all erections and improvements, fixed or otherwise now on or hereafter put upon the Leased Premises

including but without limiting the generality of the foregoing, all fences, heating, plumbing, air-conditions, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, storm windows and storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and an accession to the sub-subleasehold interest and a part of the realty as between the parties hereto and all persons claiming by, through or under them and shall be a portion of the security for the indebtedness herein mentioned.

16. PROVIDED that if default shall be made in payment of any part of the said principal, interest or other monies hereby secured at any day or time herein limited for the payment thereof, it shall and may be lawful for the Mortgagee, and the Mortgagor hereby grants full power and license to the Mortgagee, to enter, seize and distrain upon any goods upon the Leased Premises and by distress warrant to recover by way of rent reserved as in the case of demise of the Leased Premises as much of the said principal, interest or other sum hereby secured as shall from time to time be or remain in arrears or unpaid, together with all costs, charges and expenses (including without limitation costs as between Solicitor and Client) attending such levy or distress as in the cases of distress for rent; and as a part of the consideration for the advance of the principal sum hereby secured the Mortgagor hereby waives on the exercise of such right and license all rights to exemption from seizure and distress under any law whatsoever.

17. PROVIDED that the Mortgagee upon any default whatsoever on the part of the Mortgagor in payment of any principal sum, interest or other monies hereby secured, or in the observance or performance on the part of the Mortgagor of any of the covenants, agreements or provisos herein contained may appoint a receiver of the income of the mortgaged premises, or any part or parts thereof, and every such receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the receiver's acts or defaults; and the said receiver shall have power to demand, recover and receive all the income of the property of which he may be appointed receiver, by action, distress, or otherwise, either in the name of the Mortgagor or of the Mortgagee, and to give effectual receipts for the same; PROVIDED that the said receiver may be removed and a new receiver appointed from time to time in writing, under the hand of the Mortgagee or any authorized agent or solicitor of the Mortgagee; and it is further agreed that the receiver shall be entitled to retain out of the monies received by him a commission of five percentum (5%) of the gross receipts, or such higher rate as any Judge of any Court having jurisdiction may allow, upon application to him or it for the purpose, and also all his disbursements in the collection of such income, and thereafter shall apply all monies received by him as such receiver as follows: namely, in payment of all taxes, rates and outgoings whatsoever affecting the mortgaged premises and in keeping down all annual sums or other payments and the interest on all principal sums, if any, having priority to the mortgage in right whereof he is receiver, and in payment of the premiums on fire insurance payable under this mortgage; and the cost of all necessary or proper repairs to the

mortgaged premises and in payment of interest accruing due, under the provisions of this mortgage and the balance, if any, thereafter upon the principal monies secured hereby whether presently due or not; PROVIDED further that neither the existence of the foregoing relating to attornment, to distraint for arrears, to entry upon the said mortgaged premises and to the said receivership, nor anything done by virtue thereof, shall render the Mortgagee, mortgagee in possession so as to be accountable for any monies except those actually received.

18. PROVIDED that the Mortgagee may at all times release any part or parts of the sub-subleasehold interest in the said lands or any other security or any surety for payment of all or any part of the monies hereby secured or release the Mortgagor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the leased premises, securities and covenants remaining unreleased shall stand charged with the whole of the monies hereby secured.

19. PROVIDED that upon default of the payment of any instalment or any other monies payable hereunder by the Mortgagor, or upon breach of any covenant, agreement or proviso herein contained, or upon any waste being committed or suffered on the Leased Premises, the whole of the monies hereby secured remaining unpaid shall, at the option of the Mortgagee, forthwith become due and payable; but waiver or failure to enforce at any time or from time to time any of the rights of the Mortgagee hereunder shall not prejudice the Mortgagee's rights in the event of any future default or breach.

20. THE Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will not permit waste to be committed or suffered on the Leased Premises and will maintain the building and other improvements on the Leased Premises in good order and repair to the satisfaction of the Mortgagee.

21. THE Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will not make or permit to be made any alterations or additions to the Leased Premises without the consent of the Mortgagee.

22. THE Mortgagee or agent of the Mortgagee at any time may enter upon the Leased Premises to inspect the Leased Premises.

23. THE Mortgagor covenants and agrees with the Mortgagee that in the event of default in the payment of any instalment or any other monies payable hereunder by the Mortgagor or on breach of any covenant, proviso or agreement herein contained the Mortgagee may, at such times as the Mortgagee may deem necessary and without the concurrence of any person, enter upon the leased premises and may make such arrangements for completing the construction of, repairing or putting in order any

buildings or other improvements on the leased premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the leased premises as the Mortgagee may deem expedient; and all reasonable costs, charges and expenses, including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purpose shall be forthwith payable to the Mortgagee and shall be a charge hereunder upon the leased premises and shall bear interest at the aforesaid rate until paid.

24. THE Mortgagor agrees that neither the execution nor registration of this mortgage, nor the advance in part of the monies secured hereby, shall bind the Mortgagee to advance the said monies or any unadvanced portion thereof and that the advance of the said monies or any part thereof from time to time shall be in the sole discretion of the Mortgagee.

25. PROVIDED that no extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, or any other dealing by the Mortgagee with the owner of the equity of redemption of the Leased Premises shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the monies hereby secured.

26. THE Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will not permit any lien to be acquired against the leased premises or fixtures thereon under the Builder's Lien Act or under any other statute or law at any time in force affecting the Leased Premises.

27. AND it is agreed that the taking of a judgment or judgments on any covenants herein contained shall not operate as a merger of the said covenants or affect the right of the Mortgagee to interest at the rate and times herein provided.

28. THE Mortgagee shall have a reasonable time after payment of the mortgage monies in full within which to prepare and execute a discharge of this mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor.

29. The Mortgagor further covenants that (save as aforesaid):

a) That the said Sub-sublease is at the time of the execution of this mortgage, a good, valid and subsisting Sub-sublease in the law and not surrendered, forfeited, or become void or voidable; and that the rents and covenants therein reserved and contained have been duly paid and performed by the said Mortgagor up to the date of the date hereof.

b) That the said Mortgagor now has good, rightful power and lawful and absolute authority to grant, bargain, sell and assign the said Sub-subleasehold interest in the manner aforesaid and according to the true intent and meaning of these presents.

c) That in the case of default in payment of any monies or interest hereby secured or any part thereof, the said Mortgagee may enter into and upon and hold and enjoy the Leased Premises for the residue of the said term of years and the renewal or renewals (if any) for his own use and benefit without the let, suit, hindrance, interruption or denial of the said Mortgagor or any other person whomsoever; and that free and clear and freely and clearly acquitted, exonerated and discharged or otherwise by and at the expense of the said Mortgagor well and effectually saved, defended and kept harmless of, from and against all former and other gifts, grants, bargains, sales, leases and other encumbrances whatsoever AND THAT the said Mortgagor has not nor has any other person heretobefore made, done, committed, or suffered any act, deed, matter or thing whereby or by reason whereof the Leased Premises or any part thereof have or has been or may be in anywise charged, affected or encumbered.

d) The Mortgagee shall be entitled to cure any defaults under the said Sub-sublease and to add any expenses incurred in so doing to the amount owing hereunder.

e) The Mortgagor acknowledges and agrees that a default under the said Sub-sublease shall constitute a default under this Mortgage.

f) The Mortgagor covenants to observe and perform all the terms and covenants and conditions contained in the Sub-sublease or any prior charges against the leased premises and IT IS HEREBY DECLARED AND AGREED that any default by the Mortgagor in its capacity as lessee or assignee under the Sub-sublease or under any prior charge shall constitute default hereunder;

g) The Mortgagor covenants to deliver to the mortgagee, upon request at any time, receipts or other evidence of payment satisfactory to the Mortgagee of payment by the Mortgagor of the operating costs payable under the Sub-Sublease;

h) The Mortgagor covenants not to surrender or terminate its leasehold estate and interest above described nor surrender or terminate the Sub-Sublease, and that it will not, without the written consent of the Mortgagee, modify, change, supplement, alter or amend the Sub-sublease either orally or in writing, and as further security for the repayment of the indebtedness secured hereby and for the performance of the covenants herein and in the Sub-sublease contained, the Mortgagor hereby assigns to the Mortgagee all of its rights, privileges and prerogatives as lessee under the Sub-Sublease to surrender, terminate, modify, change, supplement, alter or amend the Lease, and any such act by the Mortgagor without the prior written consent thereto of the Mortgagee shall be void and of no force and effect; and

i) The Mortgagor covenants to grant and mortgage to the Mortgagee in such form as the Mortgagee's solicitor shall advise, any greater

estate or interest in the Leased Premises acquired by the Mortgagor during the currency of this Mortgage.

30. IT is agreed that the expressions the "Mortgagor" and the "Mortgagee" wherever used in these presents shall include the heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee respectively, that in the event of these presents being executed by two or more mortgagors the covenants on the part of the Mortgagor herein contained shall be and be deemed to be joint and several covenants, and wherever the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

EXECUTION(S):**

Officer Signature(s)	Execution Date	Party(ies) Signature(s)
Richard P. Thompson Barrister & Solicitor #100 - 166 Main St., Penticton, B.C. V2A 5A4	Y M D 91 10 12	DAVID EDWARD KAMPE

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. 1979, c.116, 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.

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* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D

JANUARY 8 1990 $ 87,801.13

ON DEMAND AFTER DATE FOR VALUE RECEIVED I PROMISE TO PAY TO THE ROYAL BANK OF CANADA, 510 BERNARD AVE, KELOWNA BC OR ORDER AT THE ROYAL BANK OF CANADA 510 BERNARD AVE., KELOWNA BC V1Y7N9 THE SUM OF EIGHTY SEVEN THOUSAND, EIGHT HUNDRED AND ONE ——— 13/100 DOLLARS

WITH INTEREST THEREON CALCULATED AND PAYABLE MONTHLY AT A RATE EQUAL TO THE ROYAL BANK OF CANADA'S PERSONAL LOAN BASE RATE PER ANNUM IN EFFECT FROM TIME TO TIME PLUS 5 % PER ANNUM AS WELL AFTER AS BEFORE MATURITY, DEFAULT AND JUDGMENT, WITH INTEREST ON OVERDUE INTEREST AT THE SAME RATE AS ON THE PRINCIPAL. AT THE DATE OF THIS NOTE, SUCH PERSONAL LOAN BASE RATE IS 14 % PER ANNUM. THE UNDERSIGNED HEREBY WAIVE(S) PRESENTMENT FOR PAYMENT OF THIS PROMISSORY NOTE.

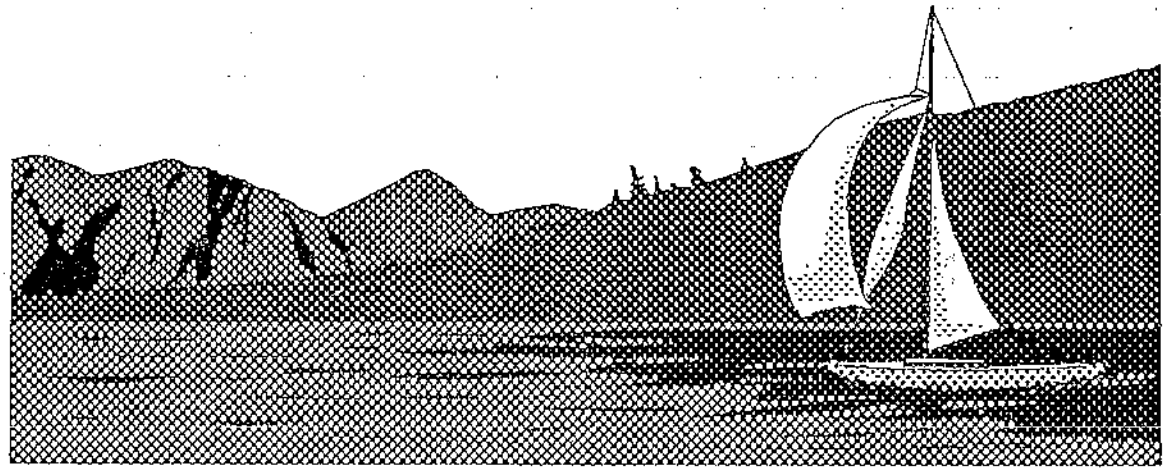
PERSONAL LOAN BASE RATE IS THE ANNUAL RATE OF INTEREST ANNOUNCED FROM TIME TO TIME BY THE ROYAL BANK OF CANADA AS A REFERENCE RATE THEN IN EFFECT FOR DETERMINING INTEREST RATES ON CANADIAN DOLLAR PERSONAL LOANS IN CANADA.

NAME: KAMPE, DAVID E		
LOAN ACCT. NO.	LOAN NO.	
CR. ACCT. NO.	CASUAL DISCOUNT	MGR. INIT.
REN. $	✓ ☐	

X [signature] 29

SCHEDULE A

end of document



BC LANDS

MINISTRY OF ENVIRONMENT, LANDS AND PARKS

478 ST. PAUL STREET KAMLOOPS, B. C. V2C 2J6

PHONE: 828-4800 FAX: 828-4809

SYDNEY GRANT

EXAMINER

DATE: Feb 22, 1993 TIME: 2:55 Pm

NUMBER OF PAGES FOLLOWING: 11

TO: Bruce Littlejohn Dept of Justice

FAX: 666 3097 PHONE: 666 5137

RE: 340 4417

MESSAGE:

Copy of Terms as per your request.

Sydney

Province of
British Columbia

Ministry of
Lands and Parks

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800
Fax: (604) 828-4809

August 12, 1991

Our File #3404417
Your File TMA/18240.98

Pushor, Mitchell, Davies,
Montgomery & Company
Barristers and Solicitors
#301 - 1475 Ellis Street
Kelowna, B.C.
V1Y 2A3

Attention: Theresa Arsenault

Dear Ms. Arsenault:

Thank you for your letters of June 13, 1991 and August 6, 1991 regarding Lease # 333803 issued in favour of Pendian Investments Inc.

Be advised that the lease is currently in good standing, however, we have approved an application which would transfer administration and control of the area to Indian and Northern Affairs Canada. This transfer is subject to the Federal Government and the Indian Band entering into a replacement lease with Red Wing Resort Ltd. under the same terms and conditions as the existing lease.

I hereby consent to the mortgage by way of sub-sublease to the Royal Bank of Canada. Please arrange to have this mortgage registered in the Land Title Office and then provide this office a copy of same with the registration particulars noted thereon. Notice will be provided to the mortgage should any default occur under the Head Lease.

Registered as reg # KE 047144 & letter dated 91-09-03

Please contact this office if you have any further questions. Sorry for the delay in responding to your request.

Yours truly,

Reg Bose, Manager
Land Administration

RB/sm

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800

File: 3404417

Your File: WA 7461

September 27, 1990

Kinsman & Company
Barristers & Solicitors
Box 40
Penticton, B.C.
V2A 6J9

Attention: Richard P. Thompson

Dear Mr. Thompson:

Reference is made to your visit to our office on September 27, 1990 concerning Lease No. 333803 issued to Pendian Investments Ltd.

This letter is a consent by the Ministry to the sub-lease and various sub-sub-leases as required by the Land Title Office.

We hereby confirm our consent to the sub-lease between Pendian Investments Ltd. and Red Wing Resorts Ltd. dated October 20, 1989 and the sub-sub-leases as shown as Lease Areas 1-8 on Plan _____ and Lease Areas 1-2 on Plan _____.

Yours truly,

Reg Bose, Manager
Land Administration

RB/ES/st

cc: Kamloops Land Title Office
Darcy Hammett, Deputy Registrar

LAND TITLE ACT
Form 17
(Sections 151, 152 (1), 220)
APPLICATION

Before submitting this application for registration of a leasehold interest, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a municipality, and improvement, water and irrigation districts.

NATURE OF INTEREST: CHARGE
NATURE OF CHARGE: LEASE

TRUE VALUE:

Herewith Fees of $ _____

Address of persons entitled to be registered as owner, if different than shown in instrument _____

Full name, address, telephone number of person presenting application _____

(Signature of applicant,
solicitor or authorized agent)

Province of British Columbia

Ministry of Crown Lands

LEASE AQUATIC LANDS

THIS LEASE executed in triplicate and dated for reference the 20th day of October, 1989.

LEASE No. 333803

IN PURSUANCE OF THE LAND ACT (section 35) and the LAND TRANSFER FORM ACT.

FILE No. 3404417

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister Responsible for Crown Lands, Parliament Buildings, Victoria, British Columbia;

(hereinafter called the "Lessor") OF THE FIRST PART

and

PENDIAN INVESTMENTS INC. (Incorporation Number 0285937) having an address of delivery of Rural Route 2, Site 80, Compartment 19, Penticton, British Columbia

(hereinafter called the "Lessee") OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

NOW, THEREFORE, in consideration of the rental to be paid by, and the covenants of, the Lessee, the parties agree as follows:

Article I—Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for the purpose described in the schedule attached entitled the Special Proviso Schedule (hereinafter called the "Special Proviso Schedule").

Article II—Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of

37 years, 8 months, 12 days commencing on the

20th day of October, 1989

(hereinafter called the "Commencement Date").

Article III—Rent

(3.01) YIELDING AND PAYING THEREFORE for the term the rent as prescribed in the Rental Schedule attached.

Article IV—Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

(d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;

(e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may become a nuisance or annoyance to the owners or occupiers of adjoining land;

(f) to use and occupy the Land in accordance with the provisions of this lease and the Special Proviso Schedule;

(g) to effect and keep in force during the term, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third party or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than $ 0.00, PROVIDED, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured;

(h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;

(i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01 to be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;

(j) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such losses, damages, costs and liabilities to the rent and the amount so added shall be payable to the Lessor immediately;

(k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the *Builders Lien Act*, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;

(l) on the expiration or earlier cancellation of this lease

(i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,

(ii) to restore the surface of the Land to the satisfaction of the Lessor, AND

(iii) notwithstanding section 4.01 (l) (i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed,

and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;

(m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon;

(n) not to deposit on the Land or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land without the prior written consent of the Lessor;

(o) not to dredge or significantly displace beach materials on the Land without the prior written consent of the Lessor;

(p) not to place any improvements on the Land or carry on any activity on the Land or on the surface of the water covering the Land that may constitute an interference with the riparian rights of the owner or occupier of the land adjacent to the Land.

Article V—Assignment

(5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior written consent of the Lessor.

Article VI—Covenants of the Lessor

(6.01) The Lessor covenants with the Lessee for quiet enjoyment.

Article VII—Provisos

(7.01) PROVIDED always and it is hereby agreed as follows:

(a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;

(b) title to and ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;

(c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

(d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;

(e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

(f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*;

(g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

(h) this lease and the term herein granted is subject to:

(i) all subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Act*, *Mining (Placer) Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act*, or *Water Act*, or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND

(ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*;

(i) the Lessee acknowledges and agrees with the Lessor that

(i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,

(ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee,

(iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01, AND

(iv) all schedules referred to in this lease form an integral part of this lease.

Article VIII—Events of Default

(8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

(a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;

(b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;

(c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;

(d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or

(e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

it shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

Article IX—Security

(9.01) The security in the sum of $ 0.00 and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.

(9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.

(9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.

(9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.

(9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change.

Article X—Notice

(10.01) Where service of a notice or a document is required under this lease the notice or document shall be in writing and shall be deemed to have been delivered to, or if sent by prepaid registered mail addressed to, the Lessor and the Lessee at the addresses specified for each in this lease, and where service is by registered mail the notice or document shall be conclusively deemed to have been served on the eighth day after its deposit in a Canada Post office at any place in Canada.

(10.02) Either party may, by notice in writing to the other, specify another address for service of notices under this lease, and where another address is specified under this section, notices shall be mailed to that address in accordance with this Article.

(10.03) Notwithstanding section 10.01, any written notice to be served or given by the Lessor to the Lessee under this lease shall be effectively given or served by posting the same in a conspicuous place on the Land.

Article XI—Miscellaneous

(11.01) No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

(11.02) No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

(11.03) The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(11.04) Time is of the essence in this agreement.

Article XII—Interpretation

(12.01) In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

(12.02) The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

(12.03) Where this lease contains the forms of words contained in Column 1 of Schedule 4 of the *Land Transfer Form Act*, those words shall have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained herein in their place, unless the context requires another construction of those words.

(12.04) Where in this lease there is a reference to an enactment of the Province of British Columbia or of Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

(12.05) If any section of this lease or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative in the presence of:

478 St. Paul Street

Kamloops, B.C.

Authorized Representative

XXXX

Province of British Columbia

Ministry of Crown Lands

Legal Description Schedule

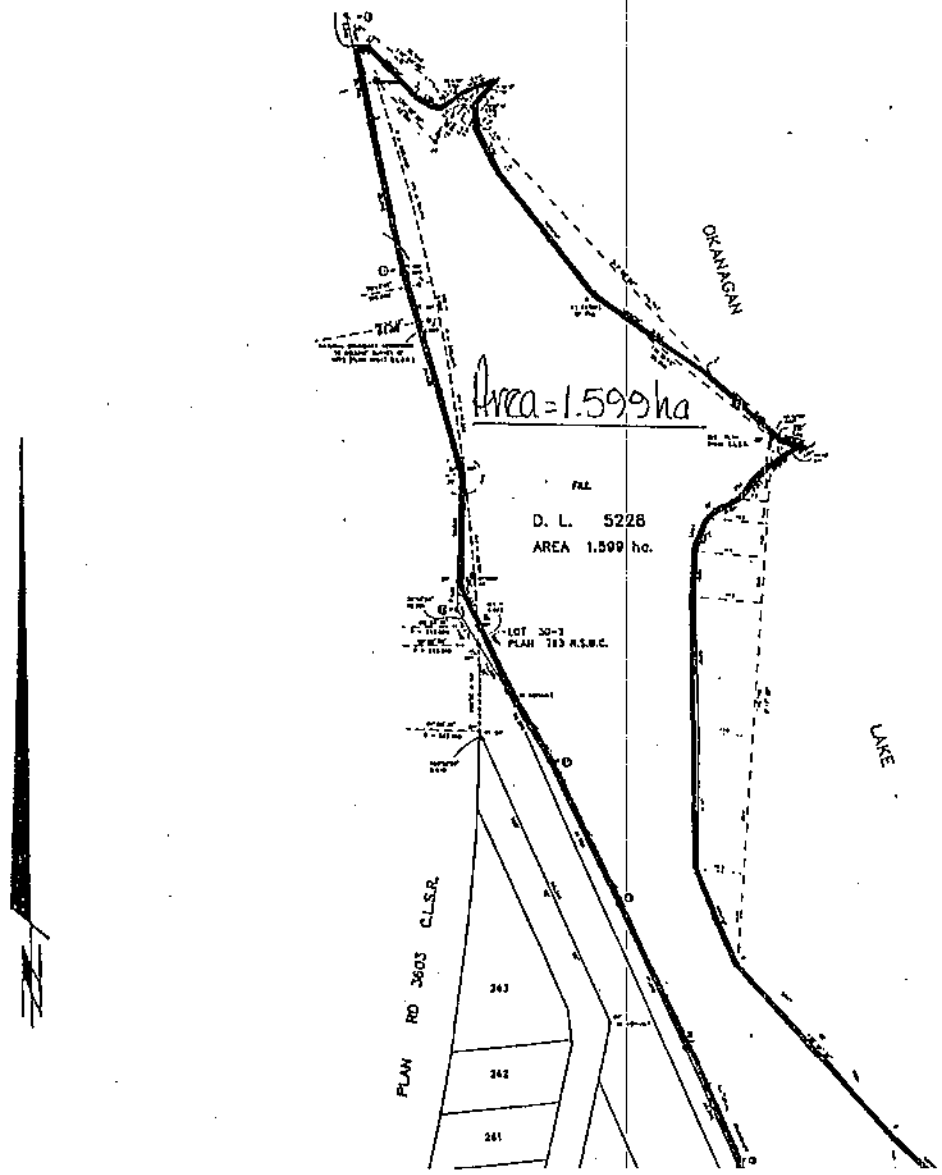
Lease No. 333803

FILE No. 3404417

1.1 Legal Description

District Lot 5228, Osoyoos Division of Yale District

1.2 Sketch Plan



LEASE No.	333803	FILE No.	3404417

1.1 THE RENTAL FOR THE TERM SHALL BE

(a) during the first five years of the term an annual rental of $8,500.00, payable in advance, beginning on the Commencement Date, and thereafter on each successive anniversary of that date;

(b) during each successive five year period of the term thereafter (herein called a "Lease Period") an annual rental determined by the Lessor under this Schedule, payable in advance, beginning on the date of commencement of each Lease Period and thereafter on each successive anniversary of that date.

1.2 The Lessor may, by notice in writing to the Lessee not less than 15 days before the commencement of any Lease Period, increase the amount of annual rental payable during that Lease Period and the annual rental specified in the notice shall constitute conclusive evidence of the annual rental payable during the Lease Period in respect of which the notice is given.

1.3 If the Lessor does not give notice to the Lessee under section 1.2 in respect of any Lease Period, the annual rental payable during that Lease Period shall be equal to the annual rental payable during the immediately preceding Lease Period, or in the case of the first Lease Period, the immediately preceding five years.

Province of British Columbia

Ministry of Crown Lands

ENDORSEMENTS

No. 333803

FILE No. 3404417

PROOF OF EXECUTION BY THE CROWN PROVINCIAL

I CERTIFY that on the 4th day of December, 1989, at the City of Kamloops, in the Province of British Columbia Reg Bose, Manager, Land Administration, Ministry of Crown Lands 478 St.Paul Street, Kamloops British Columbia V2C 2J6,

(state full name, address and occupation)

(~~whose identity has been proved by the evidence on oath of~~) who is personally known to me, appeared before me and acknowledged to me that he/~~she~~ is the authorized signatory of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister Responsible for Crown Lands and that he/~~she~~ is the person who subscribed his/~~her~~ name to the instrument and that he/~~she~~ was authorized to subscribe his/~~her~~ name.

IN TESTIMONY of which I set my hand and seal of office at City of Kamloops, Province of B.C. this 4th day of December, 1989.

A COMMISSIONER FOR TAKING AFFIDAVITS
FOR THE PROVINCE OF BRITISH COLUMBIA

* Where the person making the acknowledgement is personally known to the office taking it, strike out those words in brackets.

EX47B (02/89)

FORM NO. LTA 6

LAND TITLE ACT

Form 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 20th day of November, 19 89,
at Penticton, in British Columbia,
~~(*whose identity has been proved by the evidence on oath of~~ ARCHIE JACK

who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of Pendian Investments Inc.
and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office,

at Penticton,

this 21st day of November, 19 89.

Richard P. Thompson Barrister & Solicitor
#100 - 166 Main St. Penticton, B.C.
V2A 5A4

‡ A Commissioner for Taking Affidavits for British Columbia

*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.

†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call for further evidence of the existence of the corporation.

‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

Province of British Columbia | Ministry of Crown Lands | **Special Proviso Schedule**

LEASE No. 333803 | FILE No. 3404417

1.1 Purpose

The Lessee shall use the Land only for the purpose of a residential subdivision, and community building.

1.2 Special Provisions

1.2.1 The Lessee shall at its sole cost and expense complete a boundary plan of the Land (the "Plan") and which Plan is to be prepared by a British Columbia Land Surveyor in compliance with the instructions of the Surveyor General of British Columbia.

1.2.2 In the event that any existing habitable improvement on the Land is substantially destroyed or damaged, the Lessee shall not subsequent to such substantial destruction or damage, construct, erect or maintain any new or replacement habitable improvement on the Land within 7.5 metres of the natural boundary of Okanagan Lake nor at an elevation where the underside of the wooden floor system or top of pad of any such improvement is less than 343.66 metres Geodetic Survey of Canada datum.

1.2.3 In addition to the provisions of Section 4.01(j) of the lease, the Lessee agrees not to claim damages from the Lessor or hold the Lessor responsible for damages caused by flooding or erosion to the Land or to any existing improvement on the Land.

1.2.4 Notwithstanding any other term or provision of this lease, the Lessee further covenants and agrees:

(a) that within 30 days of confirmation of the legal survey plan of the Land by the Surveyor General:

(i) he shall submit this lease for registration at the Kamloops Land Title Office and provide the Lessor with a State of Title Certificate of the Land confirming registration of the lease as a charge against the Land,

(ii) he shall have entered into a sublease of the Land with Redwing Resorts Ltd. (herein called the "Sublessee") and the sublease shall have received the Lessor's written consent and be registered at the Kamloops Land Title Office. The Lessor's consent shall be conditional upon the terms and provisions of the sublease being consistent with the terms and provisions of this lease and the existing lease between Her Majesty the Queen in Right of Canada (herein called "Canada") and the Sublessee;

(b) in the event the administration, control and benefit of the Land is transferred to Canada for Indian Reserve purposes during the term of this lease, the lease shall terminate immediately upon the acceptance by the Governor in Council of a designation vote enabling the premises to be leased to Redwing Resorts Ltd. on the same terms and conditions as its existing lease on Penticton Indian Reserve No. 1 and on the condition that Redwing Resorts Ltd. receive the said replacement lease;

(c) that within six (6) months of the Commencement Date, the Lessee shall have stabilized the high water mark of the Land to the satisfaction of the Lessor;

(d) that within three (3) months of the Commencement Date, the Lessee or the Sublessee on behalf of the Lessee shall have submitted to the Lessor a further application for a license of occupation over those Crown lands fronting the Land where the Lessee's docks are situate.

1.3 Plan

The Plan when approved by the Lessor shall conclusively determine the boundaries of the Land and any consequential changes necessary to the Legal Description Schedule as a result of the completion of the Plan shall be made and a new Legal Description Schedule substituted for the existing Legal Description Schedule, and the parties hereby agree to such substitution.

Dave: Any special procedures for a registered LTO lease?

TELECOPIER COVER PAGE

Date: February 11th, 1993

PLEASE DELIVER THE FOLLOWING PAGES TO:

Name: Lynne Totten

Firm: Ministry of Environments, Lands and Parks

City: Kamloops, B.C.

Fax No. 828-4809

TOTAL NUMBER OF PAGES 1, INCLUDING THIS COVER PAGE.

Re: Lease No. 333803 - Your File: 3404417

I am doing an assignment of the above noted lease to Harry and Margaret Black. Please note that the Lease and subsequent sub-leases are registered in the Kamloops Land Title. Please advise whether we are required to do obtain anything from your office with respect to the above noted assignment as I assume we will be attending to registration of the assignment directly in the Kamloops Land Title Office without the necessity of going through your office.

Please reply by fax.

WE ARE TRANSMITTING ON A PANAFAX UF-750D. IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CONTACT US AT:

(604) 868-8228

Telecopier Operator: Anne

File No. 0950

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THE COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL FAX TO US BY POSTAL SERVICE AT THE ADDRESS NOTED ABOVE. THANK YOU.

TELECOPIER COVER PAGE

Date: February 11th, 1993

PLEASE DELIVER THE FOLLOWING PAGES TO:

Name: Lynne Totten

Firm: Ministry of Environments, Lands and Parks

City: Kamloops, B.C.

Fax No. 828-4809

TOTAL NUMBER OF PAGES 7, INCLUDING THIS COVER PAGE.

Re: Lease No. 333803 - Your File: 3404417

Lynne, further to my earlier fax enclosed please find copy of Kamloops Land Title Office search and copy of first Page of Lease indicating registration of Lease in Kamloops Land Title Office.

WE ARE TRANSMITTING ON A PANAFAX UF-750D. IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CONTACT US AT:

(604) 868-8228

Telecopier Operator: Anne

File No. 0950

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THE COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL FAX TO US BY POSTAL SERVICE AT THE ADDRESS NOTED ABOVE. THANK YOU.

KO76912.
KD0076912

Assessor Notified

LAND TITLE ACT
Form 17
LAND TITLE OFFICE
(Sections 151, 152, 220)
APPLICATION

Assessor Notified

Before submitting this application for registration of a leasehold interest, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a municipality, and improvement, water and irrigation dis tricts.

NATURE OF INTEREST: CHARGE
NATURE OF CHARGE: LEASE

TRUE VALUE:

09725790 A3865K CHG NOM 35.00

Herewith Fees of $ -35.00-

Address of persons entitled to be registered as owner, if different than shown in instrument

Full name, address, telephone number of person presenting application Nicole Walter-Hughes, Kinsman & Company, Barristers and Solicitors, 100-166 Main Street, Penticton, B.C., V2A 5A4, 492-2624

N. Walter-Hughes
(Signature of applicant solicitor or authorized agent)

Province of British Columbia — Ministry of Crown Lands

LEASE AQUATIC LANDS

THIS LEASE executed in triplicate and dated for reference the 20th day of October, 1989.

LEASE No. 333803

IN PURSUANCE OF THE LAND ACT (section 35) and the LAND TRANSFER FORM ACT.

FILE No. 3404417

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister Responsible for Crown Lands, Parliament Buildings, Victoria, British Columbia;
(hereinafter called the "Lessor") OF THE FIRST PART

and

PENDIAN INVESTMENTS INC. (Incorporation Number 0285937) having an address of delivery of Rural Route 2, Site 80, Compartment 19, Penticton, British Columbia
(hereinafter called the "Lessee") OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

NOW, THEREFORE, in consideration of the rental to be paid by, and the covenants of, the Lessee, the parties agree as follows:

Article I — Grant of Lease

(1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land for the purpose described in the schedule attached entitled the Special Proviso Schedule (hereinafter called the "Special Proviso Schedule").

Article II — Term

(2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of

37 years, 8 months, 12 days commencing on the

20th day of October, 1989
(hereinafter called the "Commencement Date").

Article III — Rent

(3.01) YIELDING AND PAYING THEREFORE for the term the rent as prescribed in the Rental Schedule attached.

Article IV — Covenants of the Lessee

(4.01) The Lessee covenants with the Lessor

(a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");

(c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;

LAND TITLE ACT
Form 1 (Section 38)
MEMORANDUM OF REGISTRATION
Registered on application received on the day and at the time written hereon

J.C. Groves, Registrar
Kamloops Land Title Office

L127 R(06/88) 44-501 cc

Penticton AA

Date: 93/01/20 TITLE SEARCH PRINT - KAMLOOPS Time: 10:58:1
Requestor: (FC80069) KERSHAW KUROYAMA REGISTRY SERVICES Page: 001
Title: KD45596

KAMLOOPS LAND TITLE OFFICE TITLE NO: KD45596
FROM TITLE NO:
CROWN GRANT

APPLICATION FOR REGISTRATION RECEIVED ON: 29 MAY, 1990
ENTERED: 29 MAY, 1990

REGISTERED OWNER IN FEE SIMPLE:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTRY OF CROWN LANDS
3400 DAVIDSON AVE
VICTORIA, B.C.
V8V 1X5

DESCRIPTION OF LAND:
PENTICTON ASSESSMENT AREA

PARCEL IDENTIFIER: 016-029-445
DISTRICT LOT 5228 OSOYOOS DIVISION YALE DISTRICT

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE / CHARGE NUMBER	DATE AND TIME OF APPLICATION	
UNDERSURFACE RIGHTS		
KD45597	29/05/1990	13:00
REGISTERED OWNER OF CHARGE: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA		
REMARKS: SEC 47 LAND ACT SEE KD45596		
LEASE		
KD76912	25/09/1990	09:31
REGISTERED OWNER OF CHARGE: PENDIAN INVESTMENTS INC (INC. NO. 285937)		
LEASE		
KD76913	25/09/1990	09:31
REGISTERED OWNER OF CHARGE: RED WING RESORTS LTD		
REMARKS: SUB LEASE OF KD76912		
LEASE		
KE30593	13/05/1991	13:17
REGISTERED OWNER OF CHARGE: DAVID EDWARD KAMPE		
REMARKS: SUB-LEASE OF KD76913 PART SHOWN AS LEASE AREA A ON PLAN KAP44620 FOR APPURTENANT EASEMENTS SEE KE30594 AND KE30595 AND RESTRICTIVE COVENANT SEE KE30596		

CONTINUES ON PAGE 002

Date: 93/01/20 TITLE SEARCH PRINT - KAMLOOPS Time: 10:58:1
Requestor: (PC80069) KERSHAW KUROYAMA REGISTRY SERVICES Page: 002
Title: KD45596

EASEMENT
KE30594 13/05/1991 13:17
REMARKS: DD KE30593 PART ()(T0001) ON PLAN 43724
APPURTENANT TO SUB-LEASE KE30593

EASEMENT
KE30595 13/05/1991 13:17
REMARKS: DD KE30593
PART SHOWN AS EASEMENT AREA A ON PLAN KAP44620
APPURTENANT TO SUB-LEASE KE30593

RESTRICTIVE COVENANT
KE30596 13/05/1991 13:17
REMARKS: DD KE30593
PART SHOWN AS EASEMENT AREA A ON PLAN KAP44620
APPURTENANT TO SUB-LEASE KE30593

LEASE
KE30706 13/05/1991 14:23
REGISTERED OWNER OF CHARGE:
MARJORIE MILLER
REMARKS: SUB LEASE OF KD76913 AS TO LEASE AREA #8
SHOWN ON PLAN 43799 FOR APPURTENANT EASEMENTS
SEE KE30707 AND KE30708 FOR APPURTENANT
RESTRICTIVE COVENANT SEE KE30709

EASEMENT
KE30707 13/05/1991 14:23
REMARKS: DD KE30706 PART SHOWN ON PLAN 43724 APPURTENANT
TO SUB-LEASE KE30706

EASEMENT
KE30708 13/05/1991 14:23
REMARKS: DD KE30706 PART SHOWN AS EASEMENT AREA #8 ON
PLAN 43799 APPURTENANT TO SUB-LEASE KE30706

RESTRICTIVE COVENANT
KE30709 13/05/1991 14:23
REMARKS: DD KE30706 PART SHOWN AS EASEMENT AREA #8 ON PLAN
43799 APPURTENANT TO SUB-LEASE KE30706

MORTGAGE
KE47144 02/07/1991 13:03
REGISTERED OWNER OF CHARGE:
ROYAL BANK OF CANADA
REMARKS: OF LEASE KE30593

LEASE
KE65771 28/08/1991 11:53
REGISTERED OWNER OF CHARGE:
JAMES WILLIAM DUNCAN
GWENDOLINE JANE DUNCAN
JOINT TENANTS
REMARKS: SUB LEASE OF KD76913 AS TO LEASE AREA #2 SHOWN ON

CONTINUES ON PAGE 003

Date: 93/01/20 TITLE SEARCH PRINT - KAMLOOPS Time: 10:58:19
Requestor: (PC80069) KERSHAW KUROYAMA REGISTRY SERVICES Page: 003
Title: KD45596

PLAN 43799 FOR APPURTENANT EASEMENTS SEE KE65772
AND KE65773 FOR APPURTENANT RESTRICTIVE COVENANT
SEE KE65774

EASEMENT
KE65772 28/08/1991 11:53
REMARKS: PART SHOWN AS EASEMENT AREA ON PLAN 43724
APPURTENANT TO KE65771
SEE KE65771

EASEMENT
KE65773 28/08/1991 11:53
REMARKS: PART SHOWN AS EASEMENT AREA #2 ON PLAN 43799
APPURTENANT TO KE65771
SEE KE65771

RESTRICTIVE COVENANT
KE65774 28/08/1991 11:53
REMARKS: PART SHOWN AS EASEMENT AREA #2 ON PLAN 43799
SEE KE65771

LEASE
KF42838 11/05/1992 11:52
REGISTERED OWNER OF CHARGE:
BARRY STUART
SUSANNE STUART
JOINT TENANTS
REMARKS: SUB LEASE OF KD75913
PART SHOWN AS LEASE AREA #7 ON PLAN 43799
FOR APPURTENANT EASEMENTS SEE KF42839 AND KF42840
FOR APPURTENANT RESTRICTIVE COVENANT SEE KF42941
ASSIGNED TO KF99154

EASEMENT
KF42839 11/05/1992 11:52
REMARKS: DD KF42838
PART SHOWN ON PLAN 43724
APPURTENANT TO SUB LEASE KF42838

EASEMENT
KF42840 11/05/1992 11:52
REMARKS: DD KF42838
PART SHOWN AS EASEMENT AREA #7 ON PLAN 43799
APPURTENANT OT SUB LEASE KF42838

RESTRICTIVE COVENANT
KF42841 11/05/1992 11:52
REMARKS: DD KF42838
PART SHOWN AS EASEMENT AREA #7 ON PLAN 43799
APPURTENANT TO SUB LEASE KF42838

RIGHT OF FIRST REFUSAL
KF42842 CANCELLED 11/05/1992 11:52
REGISTERED OWNER OF CHARGE:

CONTINUES ON PAGE 004

Date: 93/01/20 TITLE SEARCH PRINT - KAMLOOPS Time: 10:58:1
Requestor: (FC80069) KERSHAW KUROYAMA REGISTRY SERVICES Page: 004
Title: KD45596

RED WING RESORTS LTD
REMARKS: DD KF42838
TO PURCHASE OF SUB LEASE KF42838 SHOWN AS AREA #7
ON PLAN 43799
MERGED AND CANCELLED BY KF99155 (DD KF99154)
CANCELLED BY: KF99155 REGISTERED 07/10/1992

LEASE
KF47033 22/05/1992 12:52
REGISTERED OWNER OF CHARGE:
RICHARD GEORGE FUHR
SIGRUN BARBARA BROEMER
JOINT TENANTS
REMARKS: SUB LEASE OF KD75913
PART SHOWN AS LEASE AREA #3 ON PLAN 43799
FOR APPURTENANT EASEMENTS SEE KF47034 AND KF47035
FOR APPURTENANT RESTRICTIVE COVENANT SEE KF47036

EASEMENT
KF47034 22/05/1992 12:52
REMARKS: DD KF47033
PART ON PLAN 43724
APPURTENANT TO SUB LEASE KF47033

EASEMENT
KF47035 22/05/1992 12:52
REMARKS: DD KF47033
PART SHOWN AS EASEMENT AREA #3 ON PLAN 43799
APPURTENANT TO SUB LEASE KF47033

RESTRICTIVE COVENANT
KF47036 22/05/1992 12:52
REMARKS: DD KF47033
PART SHOWN AS EASEMENT AREA #3 ON PLAN 43799
APPURTENANT TO SUB LEASE KF47033

RIGHT OF FIRST REFUSAL
KF47037 22/05/1992 12:52
REGISTERED OWNER OF CHARGE:
RED WING RESORTS LTD., (INC NO 202460)
REMARKS: DD KF47033
TO PURCHASE SUB LEASE KF47033 SHOWN AS AREA #3
ON PLAN 43799

MORTGAGE
KF47038 22/05/1992 12:52
REGISTERED OWNER OF CHARGE:
HONG KONG BANK OF CANADA
REMARKS: OF KF47033

LEASE
KF99154 07/10/1992 10:44
REGISTERED OWNER OF CHARGE:
ROBERT MONTGOMERY HENDERSON

CONTINUES ON PAGE 005

Date: 93/01/20 TITLE SEARCH PRINT - KAMLOOPS Time: 10:58:19
Requestor: (PC80069) KERSHAW KUROYAMA REGISTRY SERVICES Page: 005
Title: KD45596

SHARON MARJORIE HENDERSON
JOINT TENANTS
REMARKS: ASSIGNMENT OF KF42838 BEING SUB-LEASE OF KD76912
(SEE ALSO SUB-LEASE KD76913)
PART SHOWN AS LEASE AREA #7 ON PLAN 43799
FOR APPURTENANT EASEMENTS SEE KF42839 AND KF42840
FOR APPURTENANT RESTRICTIVE COVENANT SEE KF42841

MORTGAGE
KF99156 07/10/1992 10:44
REGISTERED OWNER OF CHARGE:
BANK OF MONTREAL
REMARKS: OF SUB LEASE KF99154

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 27, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

AMENDMENTS :
NONE

CORRECTIONS:

(TQQ01) 14/05/1991 @ 15:39
PREVIOUS TEXT:
SHOWN AS EASEMENT AREA 1

Province of British Columbia

MEMORANDUM

TO: DCAA
Penticton, BC

FROM: Min of E, C+P
478 St Paul St
Kamloops, BC V2C 2J6

SUBJECT:

DATE: Feb 10/93 FILE: 3404417

☐ For Your Information ☐ Please O.K. and Return ☐ Please Discuss With Me ☐ Per Your Request ☐ For Your Signature
☐ Please Process ☐ Return With More Details ☐ Investigate and Report ☐ Please Answer ☐ For Your File

Please have DL 5228, 0043 added to your rolls. We can not locate it

Barb

REPLY:

Fold Here for Window Envelope

Fold Here for Window Envelope

REMOVE THIS SHEET AND FORWARD BALANCE OF MEMO

CROWN LAND ACCOUNT
PROJECT PLAN AND BUDGET

REGION:3 PROJECT NO:213 NAME:REDWING

ELECT DIST. :36
REG. DIST. :21
CLASS :R
TYPE :M
SUBTYPE :MI
LA CLIENT :
STATUS :M
LOCATION :PENTICTON

CHARGE IND. :G
PURPOSE :05
SUB PURPOSE :02
MANAGED BY:
USER :NMACLEN
REGION :3

DATES: START:1990-04-01
END :1993-04-01
TOTAL LOTS : 1
APPROVAL:
USER :JTHOMPSO
ORGNL DATE:1990-04-18
LAST DATE :1990-04-18
REVIEWED BY :
REVIEW DATE :1991-10-31

DESCRIPTION :TRANSFER OF FILLED FORESHORE FRONTING INDIAN RESERVE TO FEDERAL GOVERNMENT AT CURRENT MARKET VALUE

BENEFITS :REVENUE TO PROVINCE AND ADMINISTRATIVE SIMPLIFICATION

COMMENTS :

BUSINESS PLAN PRO FORMA ($ 00)

	ACTUAL PRV YRS	BUDGET PRV YRS	YEAR 1 90-91	YEAR 2 91/92	YEAR 3 92/93	YEAR 4 93/94	BUDGET RMDR
REVENUE:							
C401 LAND SALE REVENUE	0	0	0	0	750	0	0
C402 LAND RENTAL REVEN	0	0	0	85	85	0	0
TOTAL REVENUE:	0	0	0	85	835	0	0
EXPENSE:							
C541 APPRAISAL	0	0	40	0	40	0	0
TOTAL EXPENSE:	0	0	40	0	40	0	0
NET CASH	0	0	40-	85	795	0	0

FILES :
3404417, 9993213

RECOMMENDED: LAND ADMIN.

MGR ~~DEVELOPMENT & MARKETING~~ ..... DATE: 92-03-26

MGR FINANCE & ADMINISTRATION ..... DATE: 92-03-27

APPROVED:

REGIONAL DIRECTOR ..... DATE: 92.03.27

MANAGEMENT COMMITTEE ..... DATE: .....

Province of
British Columbia

Ministry of
Environment,
Lands and Parks

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800
Fax: (604) 828-4809

BC Lands

File: 3404417

March 18, 1992

this file E5673-07397 (RT28)

Indian and Northern Affairs
Canada
Box 300 - 1550 Alberni Street
Vancouver, B.C.
V6G 3C5

Attention: Sally Saunders

Dear Ms. Saunders:

I refer to our offer dated December 12, 1990 covering District Lot 5228, Osoyoos Division of Yale District for Indian Reserve purposes.

As of this date we have not heard anything from you and we wish to know your intentions regarding this matter.

Please contact this office within 30 days from this date.

Yours truly,

Barb Duncan,
Examiner

BD/wj

Kathy called re 25/92
Re us looking into the
land get back to Pk
Barb

Sally called 92/04/24
Re is trying
to complete this
S

A PLANNED ADULT
COMMUNITY OF 200 HOMES
ON THE SHORE OF
OKANAGAN LAKE
PENTICTON, B.C.

HIGHWAY 97 NORTH
R.R.3, S-55, C-1
PENTICTON, B.C. CANADA
V2A 7K8
PHONE: (604) 492-4900
FAX: (604) 493-4464

REDWING RESORTS LTD.

RECEIVED BY
ON OCT 151991
MINISTRY OF
LANDS AND PARKS

October 10, 1991

Ministry of Crown Lands
478 St. Paul Street
Kamloops, B.C.
V2C 2J6

Dear Sirs:

RE: FILE NO. 3404417
DOCUMENT NO. 333803

We are responsible for payments under the above lease and request that future Statements of Account be addressed to us or, at a bare minimum, that we receive a copy of the Statement of Account.

Your cooperation in this matter will be appreciated.

Yours Truly,

RED WING RESORTS LTD.

R.J. Box, CA
Administrator

RJB/sm

LAS ENTD OCT 31 1991

Province of
British Columbia

Ministry of
Lands and Parks

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800
Fax: (604) 828-4809

August 12, 1991

Our File #3404417
Your File TMA/18240.98

Pushor, Mitchell, Davies,
Montgomery & Company
Barristers and Solicitors
#301 - 1475 Ellis Street
Kelowna, B.C.
V1Y 2A3

Attention: Theresa Arsenault

Dear Ms. Arsenault:

Thank you for your letters of June 13, 1991 and August 6, 1991 regarding Lease # 333803 issued in favour of Pendian Investments Inc.

Be advised that the lease is currently in good standing, however, we have approved an application which would transfer administration and control of the area to Indian and Northern Affairs Canada. This transfer is subject to the Federal Government and the Indian Band entering into a replacement lease with Red Wing Resort Ltd. under the same terms and conditions as the existing lease.

I hereby consent to the mortgage by way of sub-sublease to the Royal Bank of Canada. Please arrange to have this mortgage registered in the Land Title Office and then provide this office a copy of same with the registration particulars noted thereon. Notice will be provided to the mortgage should any default occur under the Head Lease.

Please contact this office if you have any further questions. Sorry for the delay in responding to your request.

Yours truly,

Reg Bose, Manager
Land Administration

RB/sm

Recycled Paper

Pushor, Mitchell, Davies, Montgomery & Company

Barristers & Solicitors

#301 – 1475 ELLIS STREET
KELOWNA, BRITISH COLUMBIA
CANADA, V1Y 2A3

TELEPHONE: (604) 762-2108
FAX: (604) 762-9115

RICHARD J. PUSHOR
BARRY M. DAVIES *
JANE P. CARTWRIGHT
RONALD T. SOLMER
DONALD C. McKAY
GLENDA A. PEACOCK
RICHARD H. MONTGOMERY
ALFRED C. KEMPF
THERESA M. ARSENAULT
CINDY J. LOMBARD-GUY
WESLEY C. SHIELDS
PAUL L. MITCHELL
ALLAN R. ELLIOTT
J. DAVID IBBETSON
CINDY K. ROTH
GEORGINA SPILOS

* DENOTES PERSONAL LAW CORPORATION

RECEIVED BY
ON AUG 09 1991
MINISTRY OF
LANDS AND PARKS

Our File: TMA/18240.98**

August 6, 1991

MINISTRY OF CROWN LANDS
Land Administration
478 St. Paul Street
Kamloops, British Columbia
V2C 2J6

Attention: REG. BOSE, Manager

Dear Sirs/Mesdames:

RE: LEASE AQUATIC LANDS-Lease No. 333803
File No. 3404417
to PENDIAN INVESTMENTS INC.
Lease Area A of District Lot 5228, ODYD

Further to our letter of June 13, 1991, we are wondering when we might expect a reply confirming that:

1. the Head Lease is in good standing and that there has been no default thereunder of which you are aware;
2. you consent to the Mortgage of Sub-sublease;
3. you will give notice to the Mortgagee immediately upon any default under the Head Lease.

We look forward to your reply as quickly as possible as we must report to the Mortgagee in the very near future

If there are any problems concerning the within matter, please telephone the writer.

Yours truly,

PUSHOR, MITCHELL, DAVIES,
MONTGOMERY & COMPANY

per: T. Arsenault

THERESA M. ARSENAULT

TMA/laj
cc: Royal Bank of Canada

Pushor, Mitchell, Davies, Montgomery & Company

Barristers & Solicitors

#301 – 1475 ELLIS STREET
KELOWNA, BRITISH COLUMBIA
CANADA, V1Y 2A3

TELEPHONE: (604) 762-2108
FAX: (604) 762-9115

RICHARD J. PUSHOR
BARRY M. DAVIES *
JANE P. CARTWRIGHT
RONALD T. SOLMER
DONALD C. McKAY
RICHARD H. MONTGOMERY
ALFRED C. KEMPF
THERESA M. ARSENAULT
CINDY J. LOMBARD-GUY
WESLEY C. SHIELDS
PAUL L. MITCHELL
ALLAN R. ELLIOTT
J. DAVID IBBETSON
CINDY K. ROTH
GEORGINA SPILOS

* DENOTES PERSONAL LAW CORPORATION

RECEIVED BY
ON JUN 17 1991
MINISTRY OF
LANDS AND PARKS

Our File: TMA/18240.98

June 13, 1991

MINISTRY OF CROWN LANDS
Land Administration
478 St. Paul Street
Kamloops, British Columbia
V2C 2J6

Attention: REG. BOSE, Manager

Dear Sirs/Mesdames:

RE: LEASE AQUATIC LANDS-Lease No. 333803
File No. 3404417
to PENDIAN INVESTMENTS INC.
Lease Area A of District Lot 5228, ODYD

Please be advised that we are solicitors for the Royal Bank of Canada who have instructed us to prepare a first mortgage of sub-sublease in the name of David Edward Kampe.

We therefore request that you provide us with the following information so that we can confirm same to the Mortgagee:

1. That the Head Lease is in good standing and that there has been no default thereunder of which you are aware;
2. That you consent to the Mortgage of Sub-sublease;
3. That you will give notice to the Mortgagee immediately upon any default under the Head Lease;

Your prompt attention to this matter would be appreciated, and we look forward to hearing from you in the near future.

Yours truly,

PUSHOR, MITCHELL, DAVIES,
MONTGOMERY & COMPANY

per: T. Arsenault

THERESA M. ARSENAULT

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Lands Region
478 St. Paul Street
Kamloops, B.C.
V2C 2J6

Telephone: (604) 828-4800
Facsimile: (604) 828-4809

March 27, 1991

File: 3404417

INDIAN AND NORTHERN AFFAIRS 91 APR 11 10:51
BOX 1000-800 BURRARD STREET
VANCOUVER , B.C. V6Z 2J3

RECEIVED BY
ON APR 16 1991
MINISTRY OF
CROWN LANDS

Dear Client:

Re: Goods and Services Tax on Crown Grants

As you are no doubt aware, the federal Goods and Services Tax (GST) is now in effect. Most real property transactions, including those involving Crown land, are subject to the GST.

Under the GST legislation, most sales of real property to GST registrants (that is, registered with Revenue Canada for GST purposes and in possession of a GST registration number) require the registrant to remit any applicable GST on the sale directly to Revenue Canada. Purchasers who are not GST registrants remit any applicable GST to the vendor, who in turn submits the funds to Revenue Canada.

If your application for a Crown grant is approved, it would be helpful for the Ministry of Crown Lands to know in advance whether or not you are a GST registrant in order to establish the appropriate GST remittance procedures. Please complete the attachment and return it by mail or FAX (FAX number 828-4809) to this office by April 22, 1991. Thank you for your cooperation.

Sincerely,

E. Scherly
Assistant Senior Examiner

APR 17 1991

Re: Goods and Services Tax on Crown Grants

For office use only: TAS client number 18426

Is INDIAN AND NORTHERN AFFAIRS a GST registrant?

✓ YES _____ NO

If yes, please provide GST registration number: 121491807

Authorized Signatory

Apr. 12/9
Date

APR 17 1991

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Lands Region
478 St. Paul Street
Kamloops, B.C.
V2C 2J6

Telephone: (604) 828-4800
Facsimile: (604) 828-4809

March 27, 1991
File: 3404407

INDIAN AND NORTHERN AFFAIRS
BOX 1000-800 BURRARD STREET
VANCOUVER , B.C. V6Z 2J3

Dear Client:

Re: Goods and Services Tax on Crown Grants

As you are no doubt aware, the federal Goods and Services Tax (GST) is now in effect. Most real property transactions, including those involving Crown land, are subject to the GST.

Under the GST legislation, most sales of real property to GST registrants (that is, registered with Revenue Canada for GST purposes and in possession of a GST registration number) require the registrant to remit any applicable GST on the sale directly to Revenue Canada. Purchasers who are not GST registrants remit any applicable GST to the vendor, who in turn submits the funds to Revenue Canada.

If your application for a Crown grant is approved, it would be helpful for the Ministry of Crown Lands to know in advance whether or not you are a GST registrant in order to establish the appropriate GST remittance procedures. Please complete the attachment and return it by mail or FAX (FAX number 828-4809) to this office by April 22, 1991. Thank you for your cooperation.

Sincerely,

E. Scherly
Assistant Senior Examiner

Re: Goods and Services Tax on Crown Grants

For office use only: TAS client number 18426

Is INDIAN AND NORTHERN AFFAIRS a GST registrant?

_____ YES _____ NO

If yes, please provide GST registration number: _____

_____ _____

Authorized Signatory Date

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800

File: 3404417

March 20, 1991

Indian and Northern Affairs Canada
Box 300 - 1550 Alberni Street
Vancouver, B.C.
V6G 3C5

Attention: Sally Saunders

Dear Ms. Saunders:

Reference is made to our letters dated December 12, 1990 and January 22, 1991 which enclosed approval for a Transfer of Administration and Control over District Lot 5228, Osoyoos Division of Yale District.

It is noted that as of this date we have not received the requested fees along with the other supporting documents requested.

Please submit the above-requested within sixty (60) days from this date.

If you have any questions regarding the above, please feel free to contact me at 828-4800.

Yours truly,

Barb Duncan,
Examiner

BD/db

EX2

Recycled Paper

Province of British Columbia Ministry of Crown Lands

Land Referral and Notice of Outcome

APPLICANT PROPONENT NAME	FIELD OFFICE ADDRESS AND PHONE No.	
Ministry of Indian Affairs and Northern Development (Redwing Resorts Ltd)	478 St. Paul Street Kamloops, B.C. V2C 2J6 828-4800	
APPLICATION PROPOSAL DATE: Oct. 2, 1989	REF. MAP No.: 82E-052 (-2-2-2)	OUR FILE No.: 3404417

Government Agent
100 Main Street
Penticton, B.C.
V2A 5A5

ON OCT 18 1989 MINISTRY OF CROWN LANDS

You are requested to comment on the following application. Your response should be received within 30 days by the undersigned. Where the time limit for response cannot be met, a verbal response should be made. Details of the application are provided. Lack of response will be considered as a positive reaction to the application.

LOCATION OF LAND: Okanagan Lake at Penticton	PARCEL SIZE: 1.55± ha (ha)
LEGAL DESCRIPTION: Unsurveyed Crown foreshore (filled area) fronting Penticton Indian Reserve #1, as shown on the attached map	
INTENDED LAND USE AND PERIOD REQUIRED: Lease to Indian Band, pending transfer to Crown Canada	
ADDITIONAL INFORMATION RELATED TO THE FOLLOWING IS AVAILABLE ON REQUEST	RECEIVED OCT 12 1989

AUTHORIZED SIGNATORY: Neil MacLennan (SIGNATURE) — October 6, 1989 (DATE)

'sjs

Neil MacLennan, Land Officer

RESPONSE SUMMARY — DATE

- ☐ APPROVAL RECOMMENDED
- ☒ INTERESTS UNAFFECTED BY PROPOSED USE
- ☐ APPROVAL RECOMMENDED SUBJECT TO CONDITIONS OUTLINED ON REVERSE
- ☐ APPROVAL NOT RECOMMENDED DUE TO REASONS OUTLINED ON REVERSE
- ☐ PERMIT REQUIRED
- ☐ WISH TO BE NOTIFIED OF OUTCOME

SIGNED BY: [illegible] Gale Tamasiunas TITLE

L230 R (04/88)

(To be completed by Lands office)

APPLICANT _____ OUR FILE No. _____

LAND LOCATION _____

APPLICATION IDENTIFIED HEREIN HAS RESULTED IN —

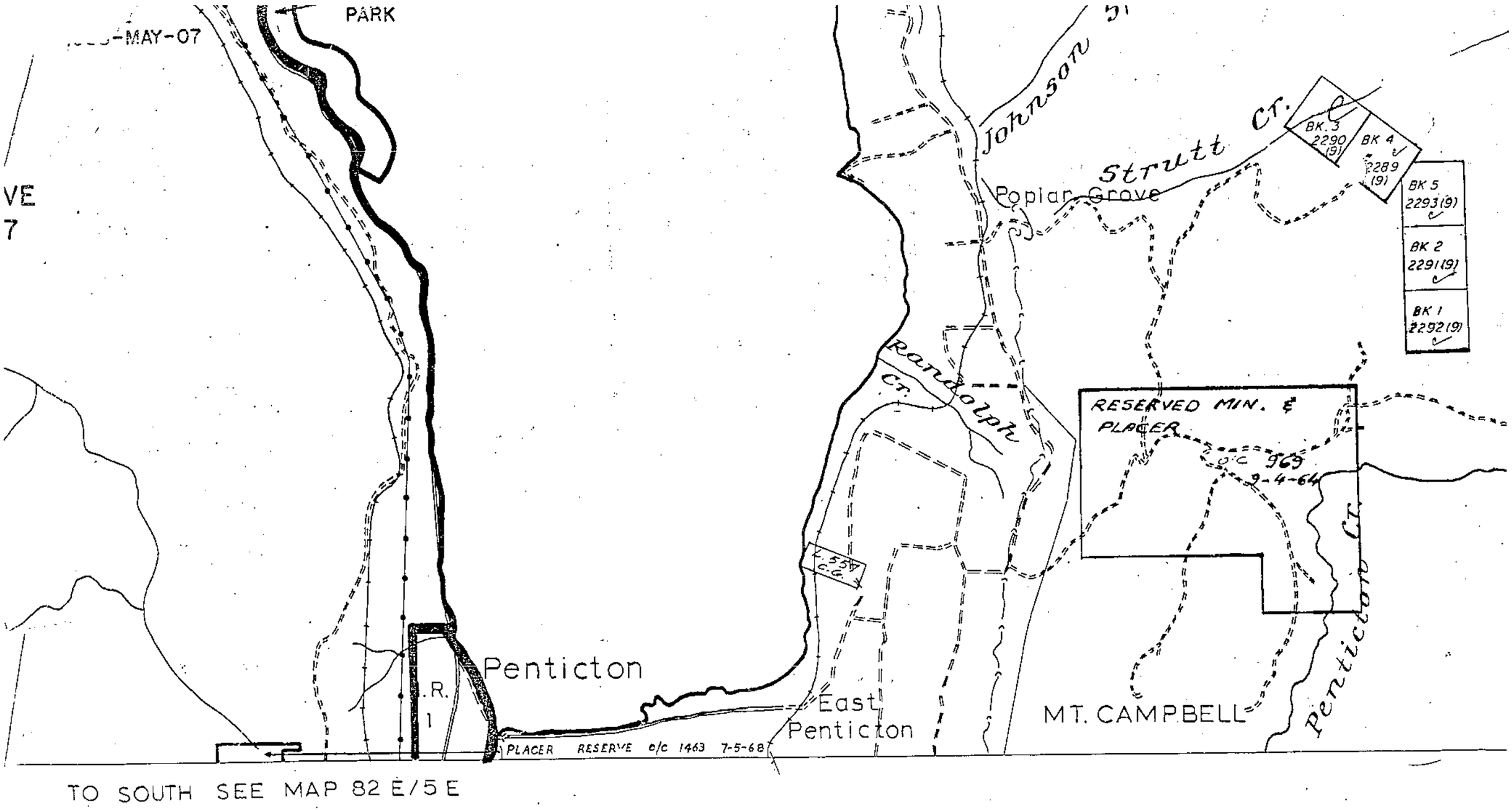
☐ LEASE ☐ LICENSE OF OCCUPATION ☐ INTERIM LICENSE OF OCCUPATION ☐ STATUTORY RIGHT OF WAY

☐ INVESTIGATIVE PERMIT (SECTION 10 LICENSE) ☐ DISALLOWANCE OF APPLICATION

THE TERM OF TENURE IS _____, COMMENCING _____

_____
SENIOR EXAMINER

L230 R (04/88) W-1172



TO SOUTH SEE MAP 82 E/5 E

OF MINES AND PETROLEUM RESOURCES
VICTORIA, B.C.

This map is prepared to serve as a guide to the positions of located mineral claims and Placer Mining Leases only. Unsurveyed

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800

File: 3404417

December 12, 1990

Indian and Northern Affairs Canada
Box 1000 - 800 Burrard Street
Vancouver, B. C. V6Z 2J3

Attention: Mr. A. J. Gross

Dear Mr. Gross:

Re: Application for a Transfer of Administration and Control for Indian Reserve purposes covering District Lot 5228, Osoyoos Division of Yale District shown outlined in red on the attached sketch

We are pleased to advise that we are now in a position to respond to your application.

We are prepared to recommend that your application be approved. The Transfer of Administration and Control is subject to:

1) Payment of $200,000.00
2) The Federal Government and the Indian Band entering into a replacement lease with Redwing Resorts Ltd. on the same terms and conditions as the existing lease on the adjacent portion of Penticton Indian Reserve #1 and submitting a copy to our office.
3) No future claims against the Province due to damage caused by flooding or erosion.
4) The Transfer of Administration and Control being approved by an Order in Council which our office will initiate once the payment has been received.
5) A Privey Order must be completed by the Federal Government accepting the Transfer of Administration and Control.

The required Order in Council will contain the same terms and conditions as Order in Council #1036 which was approved in 1938.

Please remit the above requested fee within 60 days from this date and we will draft the required Order to transfer the Land to you.

Yours truly,

FAS ENTD DEC 1 2 1990

Reg Bose, Manager
Land Administration
RB/BD/sjs
cc: Penticton Indian Band, R. R. #2, Site 80, Comp. 19, Penticton, B. C., V2A 6J7
Bill Fry, 3rd Floor, 4000 Seymour Place, Victoria, B. C., V8V 1X5

Recycled Paper

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Lands Region

478 St. Paul Street
Kamloops, B.C.
V2C 2J6
Telephone: (604) 828-4800

Your contact is: **Barb Duncan**
Examiner
828-4800

December 7, 1990
Our File: 3404417

OFFER OF CROWN GRANT

Indian And Northern Affairs Canada
Box 1000-800 Burrard Street
Vancouver, British Columbia
V6Z 2J3

won't work

Attention: Mr. A.J. Gross

Dear Sir:

We are pleased to offer you a **transfer of administration and control** over **District Lot 5228, Osoyoos Division of Yale District** (the "Land") on the terms and conditions contained in this offer.

You can accept this offer by signing the attached acceptance page and returning it to our office **by February 7, 1990.** A Crown Grant, the instrument transferring the Land in fee simple to you, will be issued to the Registrar of the appropriate Land Title office, once the following conditions have been met. Once the Registrar of the Land Title Office has been issued the Crown Grant for the Land, he/she will register a title to the Land in your name.

Unless otherwise specified, you are required to provide us with the following within the time permitted for acceptance:

FEES

Payment of the fees as outlined below:

Purchase Price	$200,000.00
Documentation Fee	$ 150.00
TOTAL	$200,150.00

Please make your cheque or money order payable to the Minister of Finance and Corporate Relations.

If you accept this offer, you agree that:

1. This offer cannot be transferred to another person;
2. This offer and the Crown Grant do not guarantee that:
   (a) it can be built on,
   (b) there is access to it,
   (c) it is not susceptible to flooding or erosion;
3. This offer shall survive the signing and issuance of the Crown Grant but that if there is any contradiction between the terms of the offer and the Crown Grant, the Crown Grant shall prevail; and
4. In accordance with the provisions of the Land Act, this offer is not binding upon the Crown until the Crown Grant is signed by the Crown.

If you accept this offer, you confirm that:

A. You (or your authorized representative) have inspected the Land and are fully aware of its condition;
B. You have knowledge of all municipal and regional district bylaws regulating the use and development of the Land;
C. Time is of the essence of this offer;

1. LIMITATION OF ESTATE

   (a) The Land will be transferred in fee simple for so long as the Land is used for **Indian Reserve purposes.**

2. PRIOR INTERESTS

   The transfer of the Land will be subject to:

   (a) Any conditional or final water license or substituted water license issued or given under the Water Act or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the Land and to maintain, repair and operate any works permitted on the Land under the license at the date of the Crown Grant.

   (b) All subsisting grants to, or subsisting rights of any person made or acquired under the Mineral Tenure Act, Coal Act or Petroleum and Natural Gas Act or under any prior or subsequent enactment of the Province of British Columbia of like effect.

3. EXCEPTIONS AND RESERVATIONS

   The Crown Grant transferring the Land to you will:

(a) Except and reserve to the Province, its successors and assigns, the interests, rights, privileges and titles referred to in Section 47 of the Land Act.

This offer expires if you do not accept it within the time period stated.

We would like to advise you that the Federal Government's proposed Goods and Services Tax (GST) is expected to come into effect January 1, 1991. Under current federal proposals, a sale of real property will be subject to the GST where title is transferred on or after January 1, 1991 unless it qualifies for an exemption under the legislation.

IF YOU HAVE ANY QUESTIONS ABOUT THE IMPACT OF THE GST, PLEASE CONTACT REVENUE CANADA AT 1-800-561-6990.

To assist you further, please note the following:

This offer is subject to the following:

a) Passage of the required Order-in-Council by our Ministry and the Privy Order by the Federal Government;
b) The Federal Government and the Indian Band entering into a replacement lease with Redwing Resorts Ltd. on the same terms and conditions as the existing lease on the adjacent portion of PentictonIndian Reserve #1;
c) No future claims against the Province due to damage caused by flooding or erosion.

The required Order-in-Council with contain the same terms and conditions as Order-in-Council #1036 which was approved in 1938.

If you have any questions, please contact **Barb Duncan** at **828-4800**

Yours sincerely,

Authorized Representative

cc: Penticton Indian Band, R.R.# 2, Site 80, Comp 19, Penticton, B.C. V2A 6J7

To:
Ministry of Crown Lands
478 St. Paul Street
Kamloops, B.C.
V2C 2J6

Attention: **Barb Duncan**

File Number: 3404417

Acceptance of
Offer of Crown Grant

I/We accept your offer dated **December 7, 1990** on the terms and conditions contained in it **and represent that I am/we are authorized to accept your offer on behalf of Indian and Northern Affairs Canada..**

DATED this __ day of _____, 19__.

_____ Signature of Grantee

_____ Signature of Grantee

_____ Signature of Grantee

_____ Signature of Grantee

_____ Corporation/Society

by

_____ (Authorized Signatory)

Province of British Columbia | Ministry of Crown Lands

Miscellaneous Report

TO THE REGIONAL DIRECTOR: Thompson-Okanagan Region

FROM SENIOR LAND OFFICER: Kamloops

PURPOSE: ☐ New Application ☐ Amendment ☐ Renewal ☐ Premature Renewal ☐ Purchase ☐ Clean-up ☐ Trespass ☐ Other

B

SUMMARY RECOMMENDATION OF THIS REPORT

☐ ALLOWANCE ☐ Conditional ☐ Amended ☐ DISALLOWANCE

FILE No. 3404417

FIELD EXAM MADE	DATE MADE	REPORT DATE	AIR PHOTO No.	STATUS
☒ YES ☐ NO	Oct. 4/90	Nov. 5/90		☐ COMPLETED ☐ NOT COMPLETED

1. LEGAL DESCRIPTION: D.L. 5228, O.D.Y.D.

AREA: 1.599 ha.

REF. MAP: 82E.052

2. APPLICANT NAME: Federal Gov't - Indian Affairs & Northern Development

3. PURPOSE AND TENURE: Addidtion of filled foreshore to Penticton I.R. #1

4. LOCATION *(Give distance and direction to some well known topographic feature, city or town. Indicate distance to a major service centre).*: Okanagan Lake at Penticton

5. GENERAL DESCRIPTION *Cover the following topics in sequence.*
- *Indicate forest cover, topography, soils, hazards of area (if any) and climate (if applicable).*
- *Describe roads, easements, specific land use within area*
- *Discuss competing and alternate land uses.*
- *Where conflicts exist, explain conflicts fully and provide proposals to eliminate or mitigate the conflicts.*

BACKGROUND:

This trespass fill came to our attention first in 1987. The upland was being developed by Redwing Resorts Ltd. who leased the adjacent Indian Reserve property. The upland development is a high density single family residential retirement village. Several of the houses and some of the common area appeared to be on filled foreshore.

In September 1989 the Ministry agreed to issue a lease to the Band Corporation (see E.R. Macgregor's letter of September 26, 1989). Subsequently a lease was issued to Pendian Investments Inc. (the Band Corporation) commencing October 20/89 with an annual rental of $8,500. That lease contains special provisos inserted in anticipation of eventual transfer of this land to the Federal Gov't on behalf of the Penticton Indian Band. The area has since been sub-leased to Redwing Resorts Ltd. and sub-sub-leased to purchasers of the various residences on the land.

On October 2, 1989 an application was received from the Federal Gov't for a transfer of this land to the Federal Crown for inclusion in Penticton I.R. #1. This report will address that application.

ES ENT'D NOV 09 1990

(CONT'D OVER)

RECOMMENDATION:

SITE DESCRIPTION:

Lot 5228 is generally level land at an elevation slightly above Okanagan Lake. At the northerly end there are approx. ten single family residences situated partially or entirely on Lot 5228. The remainder of the area is bare sand which is apparently for the common use of all residents in the Redwing developement. There are excellent photos of the site in the Kent-Macpherson appraisal report, including some low level aerial photos taken in the summer of 1990.

REFERRAL RESPONSES:

Regional District of Okanagan-Similkameen
- no objection but advise that the structures have not been inspected during construction.

Environment
- opposed to disposition because of impact on Flood Control Works and site is within 200 year floodplain.

Health
- approval recommended

Gold Commissioner
- no mineral claims

DISCUSSION:

A transfer to Canada of filled foreshore fronting an Indian Reserve is consistent with previous situations elsewhere. The objections raised by Ministry of Environment do not warrant rejection of the transfer. The fill and houses are already in place and removal is not a viable option. The dam which controls the level of Okanagan Lake is several hundred feet from the filled area and there is no obvious impact.

The use of this area is residential and hence a transfer to Canada must involve payment of fair market value to the Province.

PRICE:

The Ministry contracted for a fee appraisal of Lot 5228 by Rod Cook of Kent Macpherson Appraisals of Kelowna. The effective date of the appraisal is August 3, 1990. The appraisal cost the Minisry $4000 and was paid through the Crown Land Account (Project 3213).

DATE: _____ LAND OFFICER _____

The appraisal estimates the market value to be $200,000 as of August 3, 1990. This value was based upon the assumption that the land would be consolidated with upland (Indian Reserve) and used for the current use (single family residential). The estimated value is fee simple value as if vacant but after filling. The $200,000 figure has not been reduced to reflect the cost of filling.

The terms of reference did not require the appraiser to consider the value as a separate parcel or for uses other than the current use (since it is already developed). However, on pages 62 and 63 of the appraisal report the appraiser briefly discusses potential uses if it was to be sold as a separate parcel. Under that scenario, values up to $700,000 could be expected. Given current usage, the existing lease and riparian rights, these other uses are not realistic.

PROCEDURE:

Bill Fry of Land Policy Branch is closely involved in transfers of land to Canada for inclusion within Indian Reserves. It is understood that the Region should send the initial offer to the Federal Gov't, but the OIC will be prepared by Bill Fry.

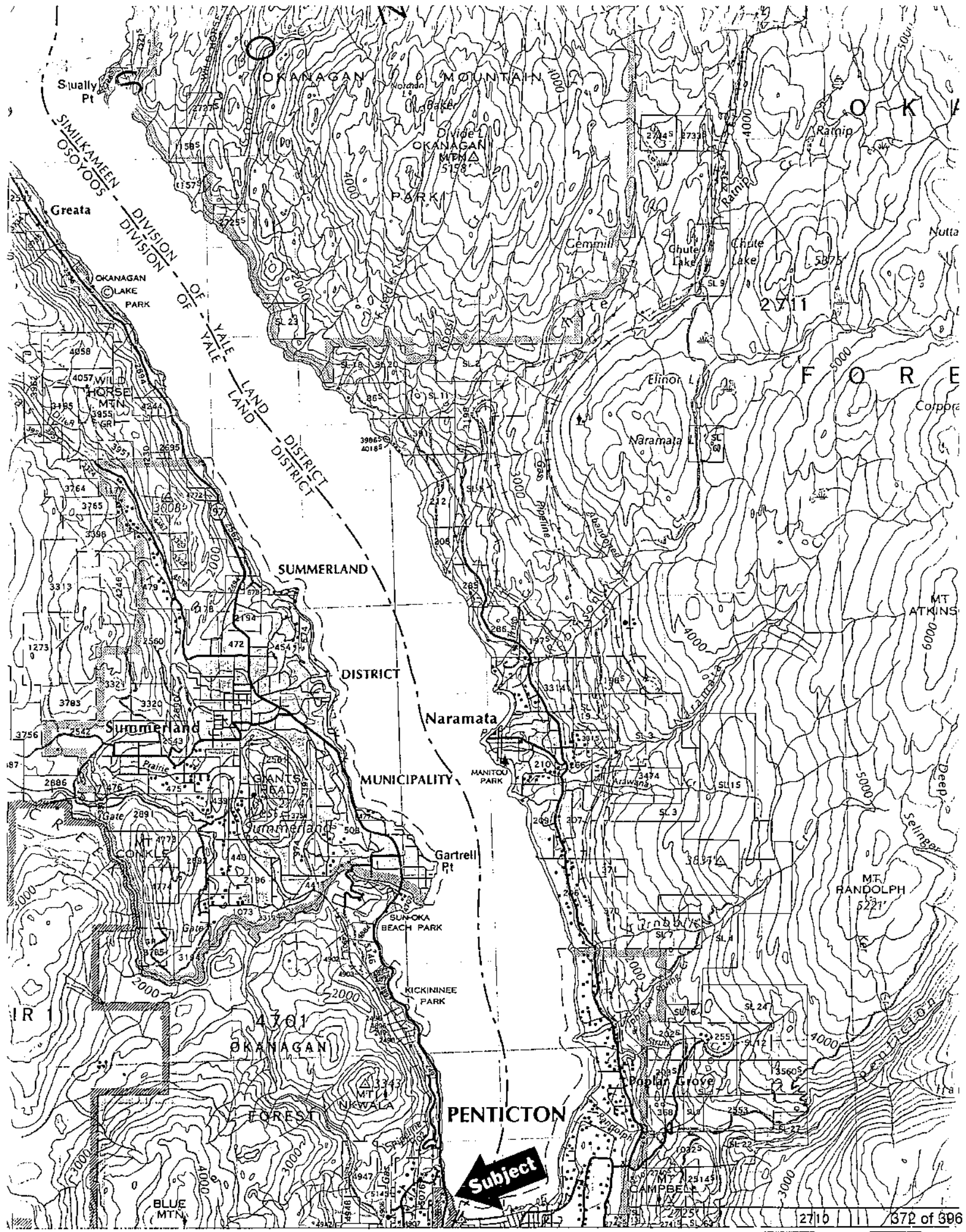
RECOMMENDATION:

I recommend that Lot 5228, O.D.Y.D. be offered to the Federal Gov't by way of a transfer of administration and control for Indian Reserve purposes subject to:

1) Payment of a sum of $200,000. to the Province.
2) Passage of the required Order-in-Council and Privy order.
3) The Federal Gov't and the Indian Band entering into a replacement lease with Redwing Resorts Ltd. on the same terms and conditions as the existing lease on the adjacent portion of Penticton I.R. #1.
4) No future claims against the Province due to damage caused by flooding or erosion.

Date: November 7, 1990 Land Officer: Neil MacLennan

Neil MacLennan, Land Officer


OKANAGAN MOUNTAIN PARK
SIMILKAMEEN / OSOYOOS DIVISION OF YALE LAND DISTRICT
OKANAGAN LAKE PARK
SUMMERLAND
DISTRICT
Naramata
MUNICIPALITY
Summerland
Gartrell Pt
SUNOKA BEACH PARK
KICKININEE PARK
PENTICTON
Subject
Greata
Squally Pt
Gemmill
Ratnip
Chute Lake
Elinor L
Naramata L
MT ATKINS
MT RANDOLPH
MT CAMPBELL
MT NKWALA
BLUE MTN
WILD HORSE MTN
MT CONKLE
GIANTS HEAD
MANITOU PARK
Poplar Grove
4701
2711
2710
372 of 396

Province of British Columbia

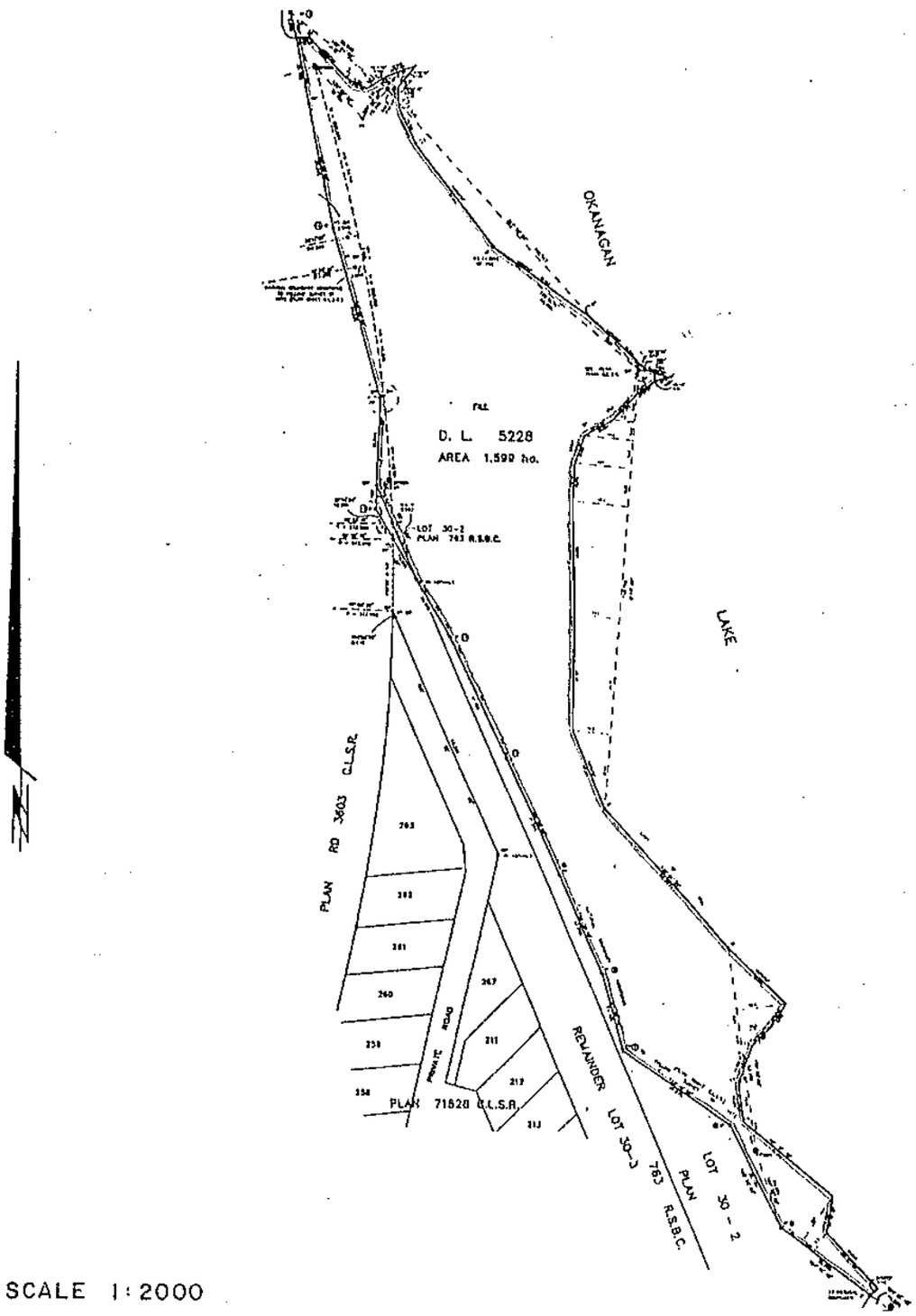
Ministry of Crown Lands

Legal Description Schedule

No. | FILE No.

1.1 Legal Description

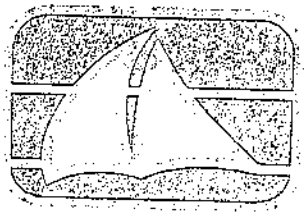
1.2 Sketch Plan



SCALE 1:2000

COMPILED FROM OFFICIAL PLAN 14T1492

PLANNED ADULT
COMMUNITY OF 200 HOMES
ON THE SHORE OF
OKANAGAN LAKE
PENTICTON B.C.



REDWING RESORTS LTD.

HIGHWAY 97 NORTH
R.R.3, S-55, C-1
PENTICTON, B.C. CANADA
V2A 7K8
PHONE: (604) 492-4900
FAX: (604) 493-4464

October 18, 1990

via "Loomis"

3404417

Ministry of Crown Land
470 St. Paul St.
Kamloops, B.C.
V2C 2J6

Dear Sirs:

Enclosed herewith please find our cheque in the amount of $8,500.00 being payment in full for the attached statement of account to Pendian Investments Inc.

Please issue a receipt directly to us, with a copy to Pendian.

Thank you for your co-operation in this regard.

Yours truly,
RED WING RESORTS LTD.

0u497

R.J. Box, CA
Administrator

cc: Snarch & Allen

Enclosure

RJB:sld

OCT 19 1990 SCALE RECEIVED
MINISTRY OF CROWN LANDS
RECEIVED
OCT 19 1990
$ 8500.00
BY

Province of British Columbia

RECEIPT

343887 J

THE SUM OF Eight Thousand Five Hundred 00/xx DOLLARS $ 8,500.00

ON ACCOUNT OF

Redwing Resorts Ltd.
Hwy # 97 North
Penticton B.C.
V2A 7K8
File #3404417

RECEIVED FROM Redwing Resorts ON Oct. 19 19 90

ISSUING OFFICE Kamloops

ISSUING OFFICER'S SIGNATURE Lesley Tweedy

FIN 48 REV 85/6 (QP 78463) WHITE: CUSTOMER PINK: MINISTRY FILE CANARY: RETAIN IN BOOK FOR AUDIT

Province of
British Columbia

Ministry of
Crown Lands

Thompson-Okanagan Region
478 St. Paul Street
Kamloops
British Columbia
V2C 2J6
Telephone: (604) 828-4800

File: 3404417

Your File: WA 7461

September 27, 1990

Kinsman & Company
Barristers & Solicitors
Box 40
Penticton, B.C.
V2A 6J9

Attention: Richard P. Thompson

Dear Mr. Thompson:

Reference is made to your visit to our office on September 27, 1990 concerning Lease No. 333803 issued to Pendian Investments Ltd.

This letter is a consent by the Ministry to the sub-lease and various sub-sub-leases as required by the Land Title Office.

We hereby confirm our consent to the sub-lease between Pendian Investments Ltd. and Red Wing Resorts Ltd. dated October 20, 1989 and the sub-sub-leases as shown as Lease Areas 1-8 on Plan _____ and Lease Areas 1-2 on Plan _____.

Yours truly,

Reg Bose, Manager
Land Administration

RB/ES/st

cc: Kamloops Land Title Office
Darcy Hammett, Deputy Registrar

Recycled Paper

Kinsman & Company BARRISTERS-AT-LAW SOLICITORS NOTARIES PUBLIC

MAIL ADDRESS:
BOX 40
PENTICTON, B.C.
V2A 6J9
TELECOPIER (604) 492-5525

REPLY ATTN: Richard P. Thompson

OUR FILE: WA - 7461

YOUR FILE:

P. S. Mott
M. J. R. Rose
M. F. Smith*
R. W. Rutherford
R. P. Thompson
J. D. Thomas*
C. M. Ferguson-Davis

*ALSO LICENSED FOR TRIAL WORK IN ALBERTA.

SUITE 100
166 MAIN STREET
PENTICTON, B.C.

TELEPHONE (604) 492-2624

TELECOPIER COVER SHEET

DATE: September 26, 1990

TO: MR. E. SCHERLY, ASSISTANT SENIOR EXAMINER

TELECOPIER PHONE NUMBER: 1-828-4809

FROM: RICHARD P. THOMPSON
KINSMAN & COMPANY, Barristers & Solicitors
#100 - 166 Main Street, Penticton, B.C. V2A 5A4

TELECOPIER PHONE NUMBER: (604) 492-5525

COMMENTS: PLEASE FIND ENCLOSED DRAFT OF SUB-SUBLEASE FOR YOUR PERUSAL. MR. THOMPSON WILL BE SEEING YOU TOMORROW.

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: 20

TRANSMITTING FROM A XEROX MODEL 7020 TELECOPIER

OPERATOR: NICOLE

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL BACK AS SOON AS POSSIBLE. TELEPHONE NUMBER (604) 492-2624

PSM2/vv/ck

SUB-SUBLEASE

This Sub-Sublease made as of the day of October, 1990,

In Pursuance Of The "Land Transfer Form Act",

BETWEEN:

RED WING RESORTS LTD., a Company duly incorporated under the laws of the Province of British Columbia and having its registered office at 100-166 Main Street, Penticton, British Columbia, V2A 5A4, Incorporation No. 202,460;

(hereinafter called the "landlord")

OF THE FIRST PART

AND:

(hereinafter called the "tenant")

OF THE SECOND PART

WHEREAS:

A. By a lease dated for reference the 20th day of October, 1989 (hereinafter called the "Head Lease"), Her Majesty The Queen in Right of the Province of British Columbia leased to Pendian Investments Inc. the real property known and described as:

District Lot 5228
Osoyoos Division Yale District;

B. By a sublease dated for reference the 20th day of October, 1989 (hereinafter called the "Sublease"), Pendian Investments Inc. subleased to the landlord the aforesaid property described in the Head Lease;

C. tenant has requested the landlord to sub-sublease the Premises (hereinafter defined) on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the premises, covenants, warranties, representations and rent the parties hereto covenant and agree as follows:

1. DEMISE

The landlord hereby sub-subleases to the tenant the Premises described as Lease Area _____ shown on Reference Plan _____ registered in the Kamloops Land Title Office on the ___ day of _____, 1990, a copy of which is attached hereto as Schedule "A" (herein referred to as the "Premises").

2. TERMS

Subject to the terms and conditions herein the tenant shall have and hold the Premises for a term commencing on the ___ day of _____, 1990 and terminating on June 28, 2027.

3. RENT

Yielding and paying from the tenant to the landlord one only rental in the amount of _____ Dollars ($) due in full upon execution by the landlord and delivery of this sub-sublease to the tenant, plus any amounts due pursuant to Schedule E.

4. COVENANTS OF THE TENANT

The tenant covenants with the landlord as follows:

(a) to be bound by all the provisions of the rules and regulations annexed hereto as Schedule "B" as if all the provisions contained therein were included as clauses and covenants of this sub-sublease;

(b) to use the Premises only for residential purposes;

(c) to perform and observe all the covenants on the part of the landlord under the provisions of the Sublease save and except for the payment of rent and the requirements of paragraph 10.04, 10.07(c) and 10.07(d) of the Sublease;

(d) to indemnify the landlord in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the landlord may be liable by reason of any breach or non-performance by the tenant of any covenant, agreement or proviso of this sub-sublease, or by reason of any act of default by the tenant or member of his family, household or guest. This indemnity shall, without such breach, non-performence, damage to property, personal injury or debt accruing during the term of this sub-sublease, shall survive the termination of this sub-sublease;

(e) that the tenant or any assignee of the tenant will agree in writing to comply with and be bound by all the applicable terms, covenants, conditions, provisos and agreements of the Sublease;

(f) in the event of conflict between the provisions of the Sublease and this sub-sublease the provisions of the Sublease shall govern.

5. COVENANTS OF THE LANDLORD

The landlord covenants with the tenant for quiet enjoyment.

6. ASSIGNMENT

This sub-sublease may not be assigned or sub-sub-subleased by the tenant without the consent in writing of the landlord, which said consent shall not be unreasonably withheld.

7. PROVISO FOR RE-ENTRY

Provisos for re-entry by the landlord on non-payment of rent, on non-payment of any charge imposed pursuant to Schedule "B" on non-performance of any covenant or provision of this sub sublease or of Schedule "B", or seizure of forfeiture of the said terms, or for any of the causes aforesaid.

8. GRANT OF EASEMENT - INGRESS AND EGRESS

(a) The landlord as the serviant tenant does hereby grant, convey and confirm unto the tenant as dominant tenant for the use and enjoyment of the tenant in common with the landlord or such other persons as the landlord may designate from time to time, their respective heirs, executors, adminstrators, successors and assigns and their servants, agents, tenants, invitees and licenceess and the tenant from time to time and all those claiming through them, the full, free and uninterupted right, licence, liberty, right of way, easement, privilledge and permission at all times and from time to time with or without the vehicle of any kind, ingress, egresss and regress of the Premises over, under and through the easement area as shown on Reference Plan of Easement registered in the Kamloops Land Title Office under Plan

No. _____, a copy of which is attached hereto as Schedule "C" (hereinafter referred to as the "Easement Area") and to enter upon and pass and repass over the Easement Area for the purposes of ingress and egresss;

(b) The landlord hereby covenants with the tenant:

(i) not to make, place, erect or maintain any building, structure, foundation, pavement, excavation, well, power material or obstruction upon the Easement Area which might obstruct access by the tenant's servants, agents or licencees to the Easement Area or any part thereof;

(ii) from time to time and at all times upon every reasonable request and at the cost and charges of the tenant to do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances, and assurances in law whatsoever for the better assuring unto the tenant, his heirs, executors, administrators, successors and assigns as the case may be, of the rights, liberties and easement hereby granted;

(c) The tenant shall have the right to enter upon the Easement Area for the purposes of maintenance and repair which shall be at the expense of the tenant;

(d) The tenant agrees to indemnify the landlord for any loss, cost or damage suffered directly or indirectly by the landlord arising out of any use or unauthorized use of the easement granted herein.

(e) This grant of easement shall be construed as running with the land described in this sub-sublease until such time as this sub-sublease is terminated.

9. GRANT OF EASEMENT - GARDEN, SHRUBS AND LAWN

(a) The landlord as serviant tenant does hereby grant, convey and confirm unto the tenant, as the dominant tenant, for the use and enjoyment of the tenant in common with the landlord and such other persons as the landlord may designate from time to time, their respective heirs, successors and assigns and their servants, agents, tenants, invitees and licencees and the owners of the leasehold interest in the Premises from time to time and all those claiming through them, the full, free and uninterupted right, licence, liberty, right of way, easement, privilledge and permission at all times from time to time to enter upon and pass and repass the Easement Area described as Easement Area ____ of the Reference Plan attached hereto as Schedule "A" and filed in the Kamloops Land Title Office under No. ____ (hereinafter referred to as the "Easement Area____") for the purposes of planting lawns, trees, gardens and shrubs, and construction of patios and for the use and enjoyment thereof;

(b) The landlord hereby covenants with the tenant:

(I) not to make, place, erect or maintain any building, structure, foundation, pavement, excavation, well, power material or obstruction upon Easement Area ____ which might obstruct access by the tenant's servants, agents or licencees to Easement Area ____ or any part thereof;

(II) from time to time and at all times upon every reasonable request and at the cost and charges of the tenant to do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices,

conveyances, and assurances in law whatsoever for the better assuring unto the tenant, his heirs, executors, administrators, successors and assigns as the case may be, or the rights, liberties and easement hereby granted;

(c) The tenant shall have the right to enter upon Easement Area _____ for the purposes of maintenance and repair which shall be at the expense of the tenant;

(d) The tenant agrees to indemnify the landlord for any loss, cost or damage suffered directly or indirectly by the landlord arising out of any use or unauthorized use of the easement granted herein.

10. RESTRICTIVE COVENANT - EASEMENT AREA _____ the lessor to the lessee hereby grant leases & confirm with the lessee as document attached.

(a) The landlord agrees not to enter into any agreement to allow any third party to enter under or upon for any purpose whatsoever Easement Area _____ without the prior written consent of the tenant, their respective heirs, executors, administrators, successors and assigns as the case may be, such consent not be unreasonably withheld;

(b) The landlord hereby covenants with the tenant:

(i) not to make, place, erect or maintain any building, structure, foundation, pavement, excavation, well, power material or obstruction upon Easement Area _____ which might obstruct access by the tenant's servants, agents or licencees to Easement Area _____ or any part thereof;

(ii) from time to time and at all times upon every reasonable request and at the cost and charges of the tenant to do

and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances, and assurances in law whatsoever for the better assuring unto the tenant, its heirs, executors, adminstrators, successors and assigns as the case may be, of the rights, liberties and easement hereby granted

(c) The burden of this restrictive covenant shall run until such time as this sub-sublease is terminated and shall be binding upon and enure to the benefit of each of the respective parties hereto and their respective heirs, executors, administrators, successors and assigns as the case may be.

11. GENERAL

(a) Any excusing, condoning or overlooking by the landlord of any default, breach or non-observance by the tenant at any time of any covenant, proviso, condition or regulation in this sub-sublease shall not operate as a waiver of the landlord's rights hereunder in respect of any subsequent default, breach or non-observance of the terms of this sub-sublease, and shall not defeat or affect in any way the landlord's rights in respect of any subsequent default or breach;

(b) any notice to be given by the parties hereto shall be well and sufficiently given if delivered or sent by registered mail to the address of the party shown above, and any such notice shall be deemed to have been given if delivered, when delivered and if mailed, within ten (10) days after the mailing thereof;

SCHEDULE "B"
RULES AND REGULATIONS

PREAMBLE

Red Wing Resorts Adult Community Centre is designed to be an exclusively adult residential park. In order for residents to enjoy the amenities of the park a quiet, secure, orderly and peaceful environment is provided. The following rules and regulations are designed to ensure such an environment.

ADULT PARK

1. Red Wing Resorts Adult Community Centre (hereinafter called the "park") is an exclusively adult recreational park. Permanent residents shall be 40 years of age or older except with the consent of the landlord. No children shall be permitted permanent residence.

2. Permanent residence shall be defined as forty-five (45) days or more in any calendar year.

3. The residential dwelling on any lot in the park shall be permanently occupied by no more than 4 persons. All such persons shall be members of one family unit.

4. No person under the age of 16 years shall use any park facilities without the direct personal supervision of the tenant whose guest the minor is. Children are not permitted to play on the streets or on walkways within the park.

BUILDINGS

5. Residential buildings in the park are to be constructed by the landlord or under its licence and shall conform to size, style, construction type and materials and siting determined by the landlord. Removal or renovation of residential buildings shall not be permitted without the written consent of the landlord. No motorhomes, campers or other dwellings, except those approved by the landlord, will be permitted temporarily or permanently in the park and such vehicles must be placed in appropriately designated areas.

6. No outbuildings, fences, sheds or other structures shall be permitted on any lot without the express written consent of the landlord and all such structures shall be completed within ninety (90) days of commencement of construction.

7. As all services in the park are underground it is essential that no holes are dug, no improvements sited, nor any stakes or posts driven into the ground without first obtaining written authorization from the landlord.

8. Prohibited improvements and structures shall be swimming pools, radio and TV antennas and satellite dishes, roof mounted air coolers and outdoor clotheslines.

9. Each yard shall be kept neat and clean. No storage of cans, bottles, boxes, equipment or debris shall be permitted on any lot.

LANDSCAPING

10. No trees, shrubs, grass or other landscaping materials provided to the common areas designated from time to time by the landlord shall be removed.

11. The tenant shall maintain and care for the landscaped areas in a careful and attractive manner and in particular will keep shrubs, trees and flowers watered, trimmed and sprayed. The tenant shall keep all painted surfaces clean and in good condition. Lawn cutting is provided by the landlord and tenants shall keep lawns properly watered and fertilized.

12. During any period when a tenant is absent arrangements must be made to properly supervise, maintain and care for the landscaped areas.

13. If the landlord is of the opinion that the landscaping or exterior of any building or structure is not being adequately cared for or maintained, the landlord may without notice to the tenant provide the care and maintenance required and the charges for so doing will be added to the fees payable by the tenant.

SERVICES AND UTILITIES

14. Garbarge receptacles are provided to each resident for deposit of all garbage.

15. No outdoor burning of garbage or refuse shall be permitted within the park.

16. Each lot in the park is serviced by underground utilities and the tenant shall make appropriate arrangements with the utility supplier for installation and service.

17. Beach parking shall be in the common area so designated.

USES AND SIGNS

18. Animals:
    (a) Only small, quiet, normally domesticated pets and lap dogs are permitted;
    (b) must be kept on a leash when off the tenants lot;
    (c) when walking a pet, tenants must pick up all droppings immediately.

19. Farm animals are not permitted. All animals must be kept quiet and contained within the premises at all times. No animals shall be permitted to be at large in the park.

20. Noise - No noise which in the opinion of the landlord may disturb the comfort of any tenant shall be permitted.

21. Vehicles - All vehicles belonging to the tenant shall be parked in the spaces provided. Individual parking lot facilities are designed for automobiles only. Designated storage areas for boats, trailers and recreational vehicles have been made within the park and all vehicles must be retained in them. No repairs or major servicing shall be done on any vehicles within the park. Wrecked or immobilized vehicles on blocks are not permitted in the park. No vehicle with a GVW rating in excess of 20,000 lbs. is permitted in the park. All "no parking" and other vehicle regulation signs must be observed. Only overnight guests shall be allowed to park their vehicles on the streets within the park. No off-road motorcycles, snowmobiles or similar recreational vehicles shall be operated within the park. Use of scooters or motorcycles shall be limited to going to and from the park.

22. Recreational Facilities - The tenant is responsible for insuring that he and his guests using any of the park facilities abide by the rules as posted for the use of that particular facility. Loud parties or loud or abusive language towards neighbours or others in the park will not be permitted at any time and any damage caused to park facilities shall be the sole responsibility of the tenant.

23. Signs - Uniform name signs and lot numbers shall be provided to the tenant free of charge by the landlord. No other signs or numbering systems shall be used except as provided by the landlord.

24. Illegal and Unauthorized Use of Park - The tenant will not use his lot or any of the park facilities for an activity of an illegal nature. No door to door solicitation shall be permitted in the park by anyone under any circumstances.

RIGHT OF FIRST REFUSAL

25. If during the term of the sub sublease the tenant receives a bonafide offer to purchase his interest therein which he is willing to accept he shall deliver to the landlord a written notice of such offer containing all of the terms thereof and the landlord shall have 48 hours after receipt thereof to purchase the interest of the tenant in the said sub-sublease for the price and upon the terms and conditions contained in the said offer.

FEES AND TAXES

26. The park is designated as a "specified area" for the purposes of assessment of Provincial and Municipal taxes. The tenant shall be responsible for and shall pay all such tax fees levied on their due dates in accordance with the

laws of the Province of British Columbia and By-laws of the Regional District of Okanagan Similkameen or other governing municipal authority.

27. Fees levied by the landlord for park maintenance, water, garbage pick up, street maintenance and street lighting and any other services provided by the landlord to the tenant shall be assessed from time to time. Such fees shall be levied annually and payable on the 1st day of each month. The method of payment shall be by way of 12 post-dated cheques provided by the tenant to the landlord on or before the 1st day in each year.

28. In addition to any other remedies provided to the landlord pursuant to the sub-sublease and these rules for non-payment of fees and charges, should the tenant fail to pay the monthly fees when due, the landlord may discontinue the provision of services to the tenant.

29. To ensure payment of the rental due pursuant to the Head Lease and Sublease the landlord and Mr. David E. Kampe for a period of five (5) years have arranged bonding with an annual review to secure payment of the annual lease payments required by the Head Lease and Sublease. As additional security, the following funds from the sale of lots through sub-subleases will be placed in trust with the landlords'

solicitors, Kinsman & Company, to provide revenues for rental payments. The anticipated capital in the trust fund is to accumulate as follows:

Phase	No. of Lots	$ per Lot	Total
Phase I	40	$1,000.00	$ 40,000.00
Phase II	40	$2,000.00	$ 80,000.00
Phase III	40	$3,000.00	$120,000.00
Phase IV	80	$3,000.00	$240,000.00

In the event the landlord is able to arrange prepayment of the Head Lease and Sublease or is able to arrange security for payment of the Head Lease and Sublease satisfactory to at least fifty per cent (50%) of the tenants, the trust fund shall be returned to the landlord.

PSM11/p/ck

nwh5/h/nwh

(c) In addition to all the powers and rights described hereunder including those described in Schedule "B" the landlord may:

(i) make such additional rules and regulations as it may consider necessary or desirable from time to time in relation to the preservation, enjoyment, safety, orderliness and cleanliness of the Premises and facilities therein or upon;

(ii) do all things necessary for the enforcement of the said rules and regulations and for the control, management and administration of the Premises and any easements granted herein and those parts that are of use in common by the tenants and each of them;

(iii) appoint and employ such agents and employees as the landlord may consider necessary or advisable for the efficient administration of the common property facilites used in or upon the Premises or to service the Premises;

(d) In the event of any transfer or assignment of the landlord's or tenant's interest in the Premises, the parties hereto covenant and agree that any transferee, assignee, licencee, occupier or possessor whatsoever shall become a party to this Agreement;

(e) Notwithstanding anything herein contained, this sub-sublease shall be expressly subject and subordinate to the Sublease and to the rights thereunder and shall terminate upon the termination of the Sublease;

(f) The tenant may register this sub-sublease in the Land Title Office at Kamloops, British Columbia at its expense and any costs incurred to make this sub-sublease acceptable for registration in the Land Title Office or any expense in any way

relating to the registration of this sub-sublease in the Land Title Office shall be that of the tenant and not the landlord;

(g) The section headings in this sub-sublease form no part of this sub sublease and shall be deemed to have been inserted for reference only;

(h) The tenant acknowledges and agrees that notwithstanding anything herein to the contrary it is intended that this sub-sublease shall be a carefree net sub-sublease for the landlord and that the landlord shall not be responsible during the term for any Property Taxes, nor for any other costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises; and the tenant shall pay all charges, impositions and costs of every nature and kind relating to the Premises.

(i) This sub-sublease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns as the case may be and where the tenant is two or more persons, the tenant's covenants hereunder shall be joint and several and wherever the singular or masculine are used in this sub-sublease, the same shall be deemed to include the plural, feminine or body corporate.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

THE CORPORATE SEAL of RED WING RESORTS LTD. was hereunto affixed in the presence of:

Authorized Signatory

C/S

THE CORPORATE SEAL of)
)
was hereunto)
affixed in the presence of:)
)
)
)
Authorized Signatory) C/S
)

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
)
Witness)
)
Address)
)
Occupation)

CORPHR/wcl/g
nwh5/hr/awh