



DEVELOPMENT AND CONSTRUCTION STANDARDS

For Use by:

Developer/Builder/Utilities at Big White

Prepared by:

Big White Utilities
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Version 1.0

Project No: 2026-390

Date: July 28, 2026

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July 28, 2026

Sent Via Email

Big White Utilities

1894 Ambrosi Road
Kelowna, BC V1Y 4R9
Utilities@BigWhite.com

Attention: Developer/Builder/Utilities at Big White

Dear Sirs/Mesdames:

**Re: Development and Construction Standards
Big White Utilities**

Big White Utilities (BWU) collectively, comprised of Big White Water Utility Ltd., Big White Gas Utility Ltd., and Big White Wastewater Utility Ltd., has prepared these Development and Construction Standards in order to formalize the infrastructure standards, specifications, standard drawings and details, to be utilized at Big White.

BWU undertakes its own work, hence a few supplementary standards, and reviews, approves, and accepts infrastructure designed and constructed by others. This Standard is intended to outline processes and procedures, standard forms and templates, and proactively communicate expectations to all who operate at Big White.

Our commitment to innovation and sustainability drives our openness to consider alternatives, evaluate all options, and work with proponents to find the very best solution to infrastructure challenges. Focussing on our vision of Exceptional Quality, Reliability and Service at Reasonable Rates, as the long-term owner/operator of infrastructure, it is the best overall solution needed to serve our customers and ratepayers for the lifespan of these assets.

Sincerely,

James Kay

James Kay
Vice-President Utilities – Corporate Affairs
Big White Utilities

TABLE OF CONTENTS

1.0	DEVELOPMENT AND CONSTRUCTION REQUIREMENTS.....	2
1.1	GENERAL CONSTRUCTION REQUIREMENTS	2
1.2	APPLICABLE STANDARDS.....	2
1.3	SUPPLEMENTARY UTILITY REQUIREMENTS.....	2
1.4	APPLICABLE APPLICATIONS.....	3
1.5	DESIGN REVIEW AND APPROVAL	3
1.6	WORKS ON EXISTING INFRASTRUCTURE	3
1.7	RECORD DRAWINGS AND SECURITY.....	3

LIST OF APPENDICES

Appendix I. Standard Details

Appendix II. Latecomer Policy

Appendix III. Statutory Right of Way (SRW) over Common Property

ACKNOWLEDGEMENT

Big White Utilities acknowledges and extends its appreciation to Devin Magee, ASCT, of Alpine Civil Engineering Consultants Ltd. for their professional expertise and technical contributions in the preparation of the Development and Construction Standards.



The standards contained herein have been developed through collaboration with Alpine Civil Engineering Consultants Ltd. to reflect current industry best practices, applicable regulatory requirements, and the operational needs of Big White Utilities. These standards are intended to support safe, reliable, and sustainable infrastructure servicing within the Big White community.

1.0 DEVELOPMENT AND CONSTRUCTION REQUIREMENTS

1.1 GENERAL CONSTRUCTION REQUIREMENTS

All development, construction, and utility works undertaken within the Big White service area shall comply with the requirements set forth in this document. These standards apply to all Applicants, Developers, Consultants, Builders and Contractors and are mandatory unless otherwise approved in writing by Big White Utilities.

Failure to comply with these requirements may result in suspension of works, withholding of service connections or service, or other enforcement measures deemed appropriate by Big White Utilities.

1.2 APPLICABLE STANDARDS

All works shall be designed and constructed in accordance with the following, as amended from time to time:

- **Ministry of Transportation and Transit (MOTT) Standards**
 - All works within or affecting **public roadways** must meet current MOTT standards, specifications, and requirements.
- **Master Municipal Construction Documents (MMCD)**
 - All works shall conform to the most current edition of the MMCD, including:
 - MMCD Design Standards, Specifications and Standard Detail Drawings

Where a conflict exists between referenced standards and this document, **Big White Utilities standards shall govern.**

1.3 SUPPLEMENTARY UTILITY REQUIREMENTS

In addition to the standards referenced above, the following supplemental requirements shall apply:

- **Water Services**
 - All water service connections shall be a **minimum 38 mm diameter**, designed to accommodate domestic demand and fire sprinkler flows, where applicable.
 - Water service connections shall be sized based on Building Code Fixture Units, and/or other appropriate engineering calculations. Services larger than 50mm require engineering support.
 - Only one water service per property is permitted.
 - Each service shall be metered.
- **Watermains**
 - All watermains shall be constructed of **ductile iron pipe**, unless otherwise approved in writing by Big White Utilities.
 - Watermains shall be installed with a **minimum of 1.8m of cover**, measured from finished grade to top of pipe.

1.4 APPLICABLE APPLICATIONS

New customers, or customers seeking changes to existing services, must apply utilizing the New Lot Application Forms for Water, Gas or Wastewater as applicable, found at <https://bigwhiteutilities.com/utilities/>.

- **Waterworks Permitting**

- All waterworks projects shall require and obtain a valid **Interior Health Authority (IHA) Construction Permit** prior to commencement of construction, where applicable.
- All properties serviced by Big White Water Utility Ltd. are identified within the Certificate of Public Convenience and Necessity, CPCN, under the Water Utility Act, issued by the Comptroller of Water Rights. This CPCN allocates the number of Bed Units to each property. Any redevelopment or alteration that increases this demand requires an amendment to the CPCN.
- The content of these applications must be provided by the applicant, and the cost of the application/process is the responsibility of the applicant seeking service.

1.5 DESIGN REVIEW AND APPROVAL

The Applicant shall submit complete **Big White Utilities design drawings** for review and comment **prior to the commencement of construction**.

Acceptance of drawings by Big White Utilities does not relieve the Applicant or their Consultant of responsibility for design accuracy, code compliance, or suitability.

1.6 WORKS ON EXISTING INFRASTRUCTURE

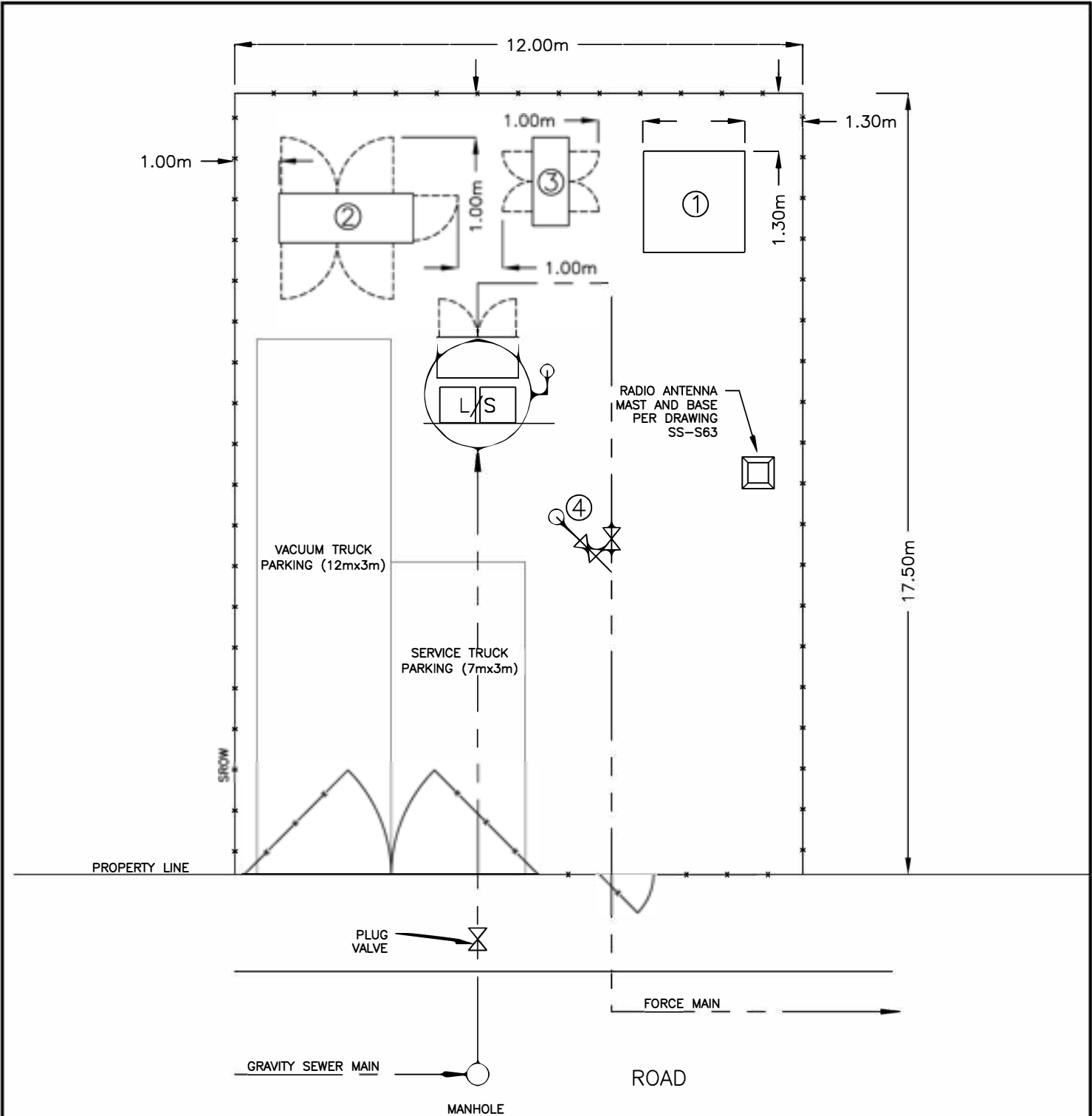
Unauthorized works on existing infrastructure are strictly prohibited. Any construction, modification, or connection to **existing Big White Utilities infrastructure** shall:

- Only proceed with explicit written consent of Big White Utilities;
- Be coordinated directly with Big White Utilities; and
- Be carried out **under the supervision of the Applicant's Engineering Consultant and Big White Utilities**, or its designated representative.
- The Contractor must provide a WorkSafeBC Clearance Letter, Insurance with minimum \$2 million coverage, listing Big White Water/Gas/Wastewater Utility Ltd. as additionally insured, as appropriate.

1.7 RECORD DRAWINGS AND SECURITY

The Applicant shall provide **complete Record (As-Built) Drawings** upon completion of construction, prepared by a qualified professional and reflecting actual installed conditions. Record Drawings shall be submitted in both **digital (CAD & PDF) and hard copy (24x36" prints) formats**, in a form acceptable to Big White Utilities. Big White Utilities may require financial **security** to guarantee completion of works, correction of deficiencies, and submission of acceptable Record Drawings. Security shall be provided in a form and amount determined by Big White Utilities.

APPENDIX I
STANDARD DETAILS



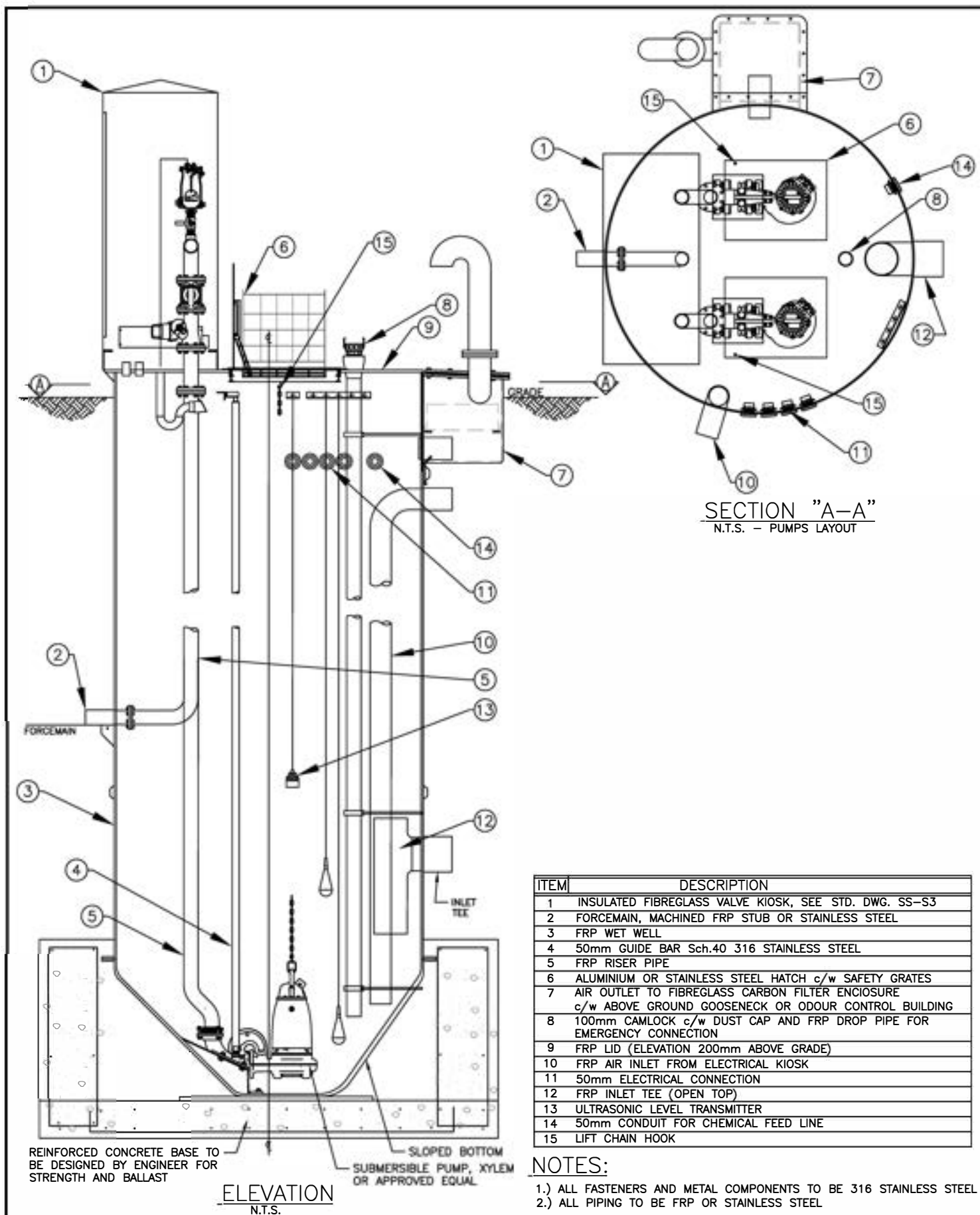
NOTES:

- 1.) THE SITE LAYOUT IS INTENDED TO PROVIDE GENERAL GUIDANCE FOR PLACEMENT OF EQUIPMENT, SETBACKS, AND ACCESS. EVERY SITE WILL HAVE UNIQUE SITE SPECIFIC CHALLENGES THAT MAY AFFECT THE OVERALL LAYOUT. THESE ISSUES ARE TO BE DEALT WITH DURING PLANNING AND DESIGN PHASES.
- 2.) IF PERMANENT GENSET IS NOT REQUIRED, PROVIDE A LOCATION FOR A PORTABLE GENSET.
- 3.) CONDUIT FROM KIOSK TO PROPERTY LINE REQUIRED FOR FUTURE FIBRE CONNECTION. TERMINATE IN JUNCTION BOX.
- 4.) CHEMICAL FEED CONDUIT TO BE STUBBED FOR FUTURE ODOUR CONTROL BUILDING.
- 5.) OFF STREET PARKING TO ACCOMMODATE A VACUUM TRUCK (HSU) AND FULL SIZE PICKUP TRUCK SIMULTANEOUSLY.
- 6.) ANTENNA MAST LOCATION TO BE DETERMINED BASED ON SITE CONDITIONS.
- 7.) ENTIRE SITE TO BE PAVED AND FENCED C/W VEHICLE ACCESS GATES AND MAN GATE.
- 8.) IF ODOUR CONTROL BUILDING IS REQUIRED, AN ADDITIONAL 13MX13M AREA MAY BE REQUIRED.
- 9.) CONCRETE BASES FOR TRANSFORMER, ELECTRICAL KIOSK AND GENSET TO BE 200MM ABOVE GRADE.

LEGEND

- ① TRANSFORMER
- ② ELECTRICAL KIOSK
- ③ GENSET
- ③ PIGGING PORT PER DRAWING SS-S4

STANDARD DETAIL DRAWING	DATE: 26/02/26 SCALE: N.T.S	TYPICAL LIFT STATION SITE LAYOUT	DWG. NO. SS-S1	 Big White Utilities water • gas • wastewater
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STANDARD
DETAIL
DRAWING

DATE:
26/02/26

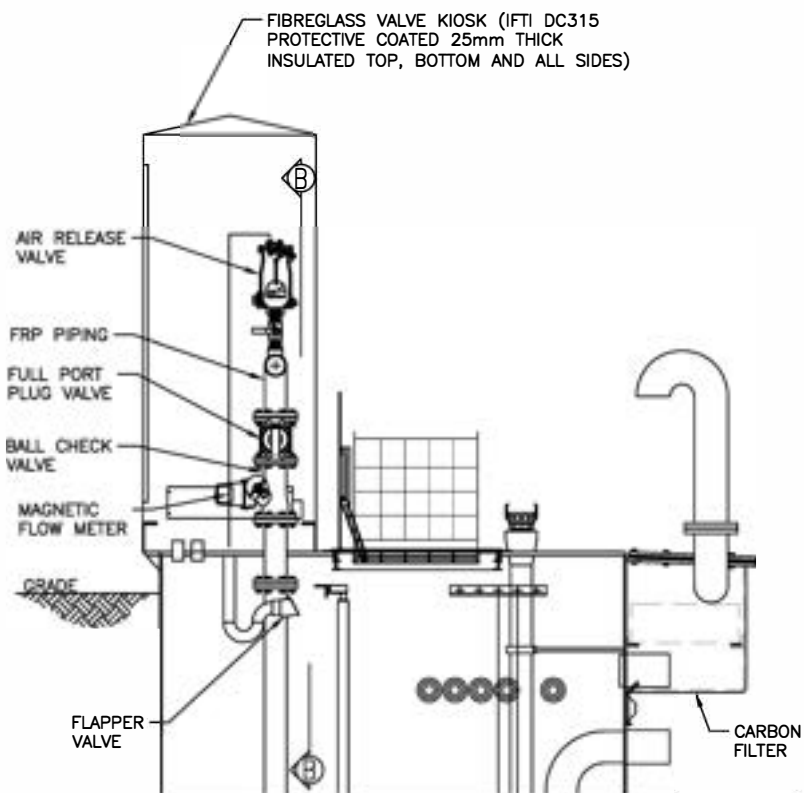
SCALE:
N.T.S

SANITARY LIFT STATION

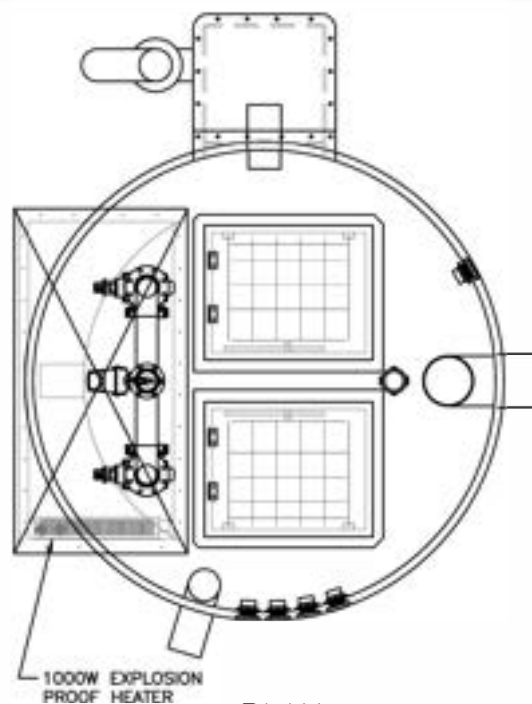
DWG. NO.

SS-S2

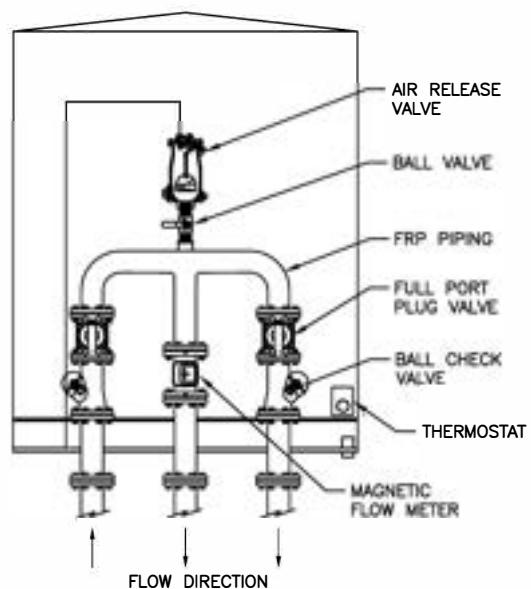




ELEVATION
N.T.S.



PLAN
N.T.S.



SECTION "B-B"
N.T.S. - VALVE KIOSK PIPING

STANDARD
DETAIL
DRAWING

DATE:
26/02/26

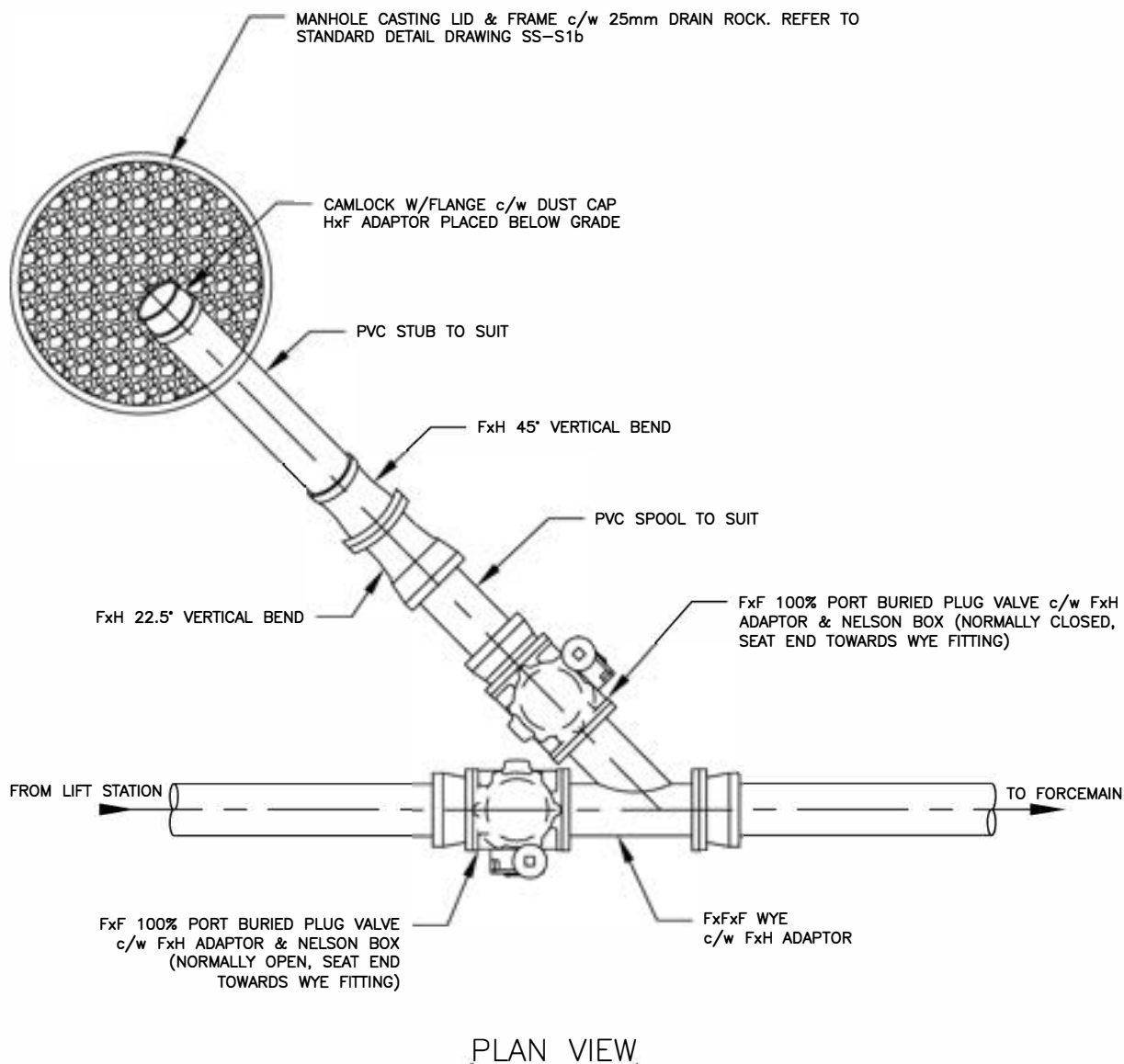
SCALE:
N.T.S

ABOVE GROUND
VALVE KIOSK

DWG. NO.

SS-S3





NOTES:

- 1.) ALL FITTINGS SHALL BE JOINT RESTRAINED.
- 2.) SIZE OF ALL FITTINGS AND PIPE TO MATCH SIZE OF FORCEMAIN.

STANDARD
DETAIL
DRAWING

DATE:
26/02/26

SCALE:
N.T.S

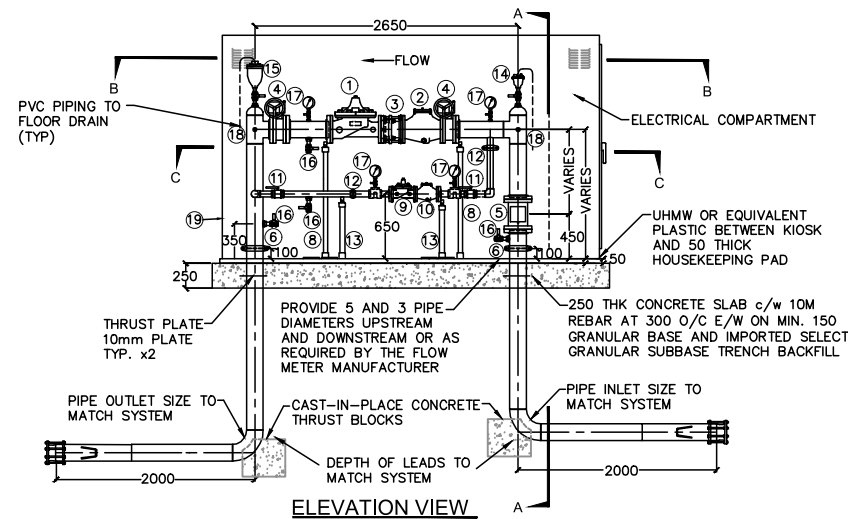
PIGGING PORT

DWG. NO.

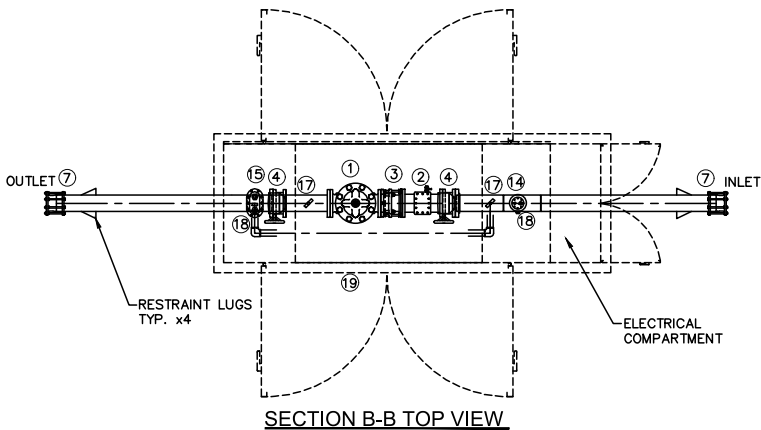
SS-S4



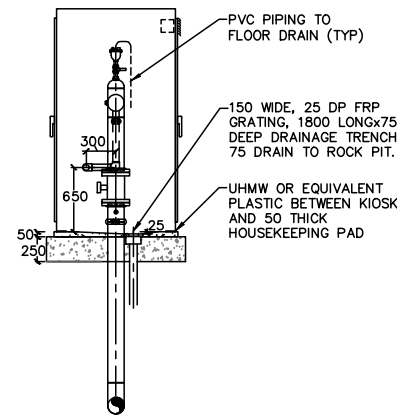
STANDARD DETAIL DRAWINGS



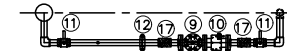
ELEVATION VIEW



SECTION B-B TOP VIEW



SECTION A-A SIDE VIEW



SECTION C-C TOP VIEW (LOWER RUN)

NOTES:

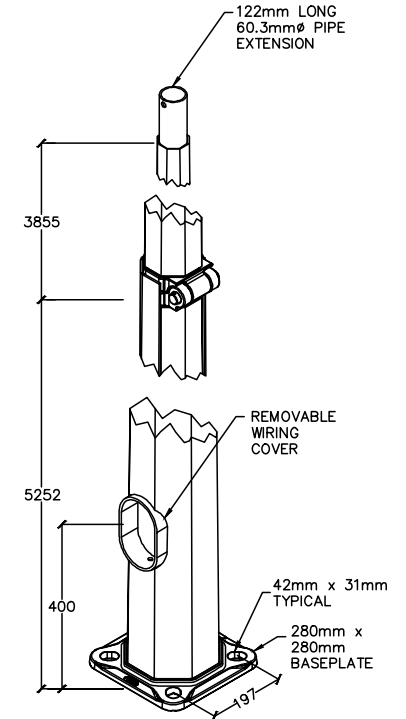
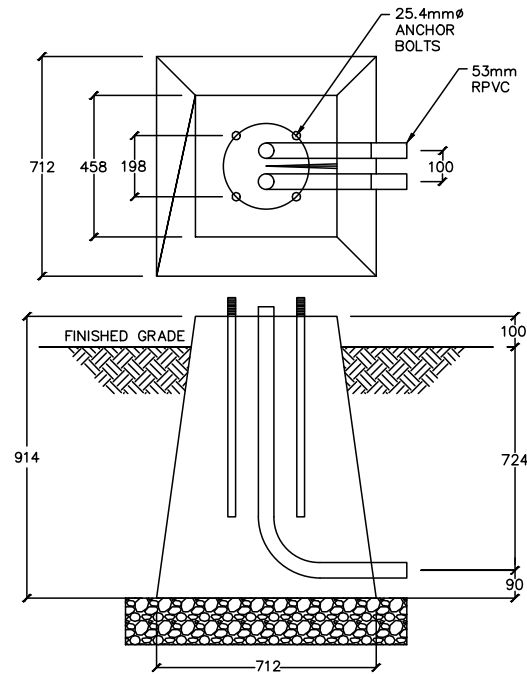
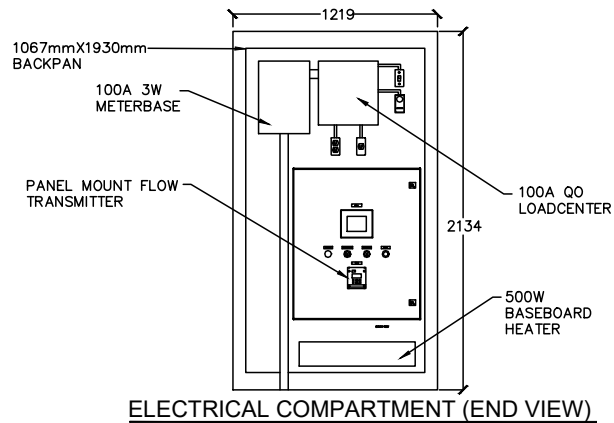
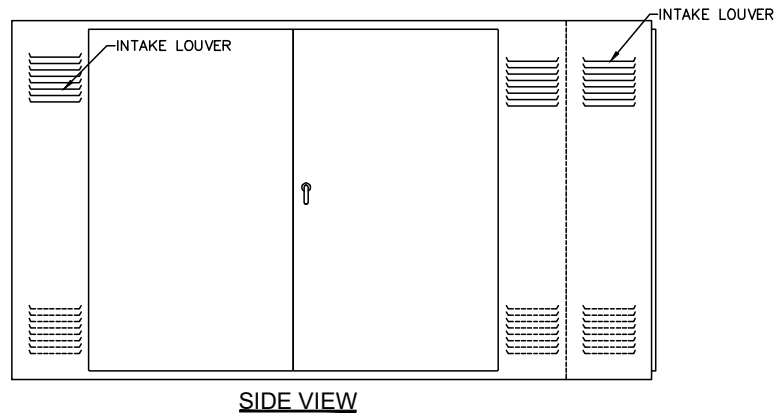
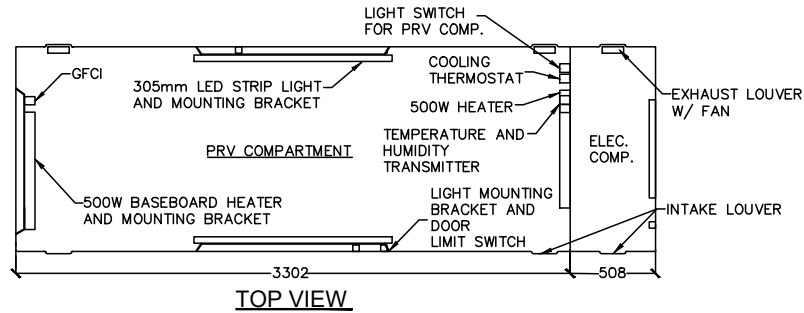
1. ALL PIPE & FITTINGS TO BE PER APPROVED PRODUCTS LIST.
2. ALL PIPING 316 STAINLESS STEEL.
3. COORDINATE WITH FORTIS TO PROVIDE A 120/240 VAC, 100A SERVICE C/W CABLE PULL BOX IN KIOSK.
4. KIOSK TO BE SUPPLIED WITH:
 - 500W BASEBOARD HEATER AND TWO VENTILATION FANS C/W HEATING AND COOLING THERMOSTATS
 - TEMPERATURE AND HUMIDITY TRANSMITTER
 - FLOW TRANSDUCER AND FLOW INDICATING TRANSMITTER
 - 2-15A GFCI RECEPTACLES
 - DATA RADIO AND YAGI ANTENNA
 - 1000VA UPS
 - O&M MANUALS

MATERIALS LIST		
ITEM	QTY	DESCRIPTION
1	1	PRESSURE REDUCING VALVE W/ POSITION INDICATOR, AWWA EPOXY COATING AND S.S. TRIM - APPROVED SUPPLIERS: CLA-VAL OR SINGER
2	1	"H" STRAINER W/ EPOXY COATING, S.S. HARDWARE AND S.S. BLOWDOWN VALVES - APPROVED SUPPLIERS: CLA-VAL OR SINGER
3	1	DISMANTLING JOINT W/ S.S. FASTENERS - APPROVED SUPPLIER: ROBAR OR OTHER APPROVED SUPPLIER
4	2	BUTTERFLY VALVE W/ S.S. DISC AND HANDWHEEL - APPROVED SUPPLIERS: MUELLER, DEZURIK OR VICTAULIC
5	1	MAG METER W/ REMOTE DISPLAY IN ELECTRICAL CABINET-APPROVED SUPPLIERS: SIEMENS OR ROSEMOUNT
6	2	RIGID COUPLING FOR S.S. - APPROVED SUPPLIERS: VICTAULIC OR SHURJOINT
7	2	EXTERNAL TRANSITION COUPLING - APPROVED SUPPLIERS: ROBAR OR OTHER APPROVED SUPPLIER
8	2	CWS ADJ. GALV. STEEL PIPE SUPPORT
9	1	PRESSURE REDUCING VALVE W/ POSITION INDICATOR, AWWA EPOXY COATING AND S.S. TRIM - APPROVED SUPPLIERS: CLA-VAL OR SINGER (BYPASS)
10	1	"H" STRAINER W/ EPOXY COATING, S.S. HARDWARE AND S.S. BLOWDOWN VALVES - APPROVED SUPPLIERS: CLA-VAL OR SINGER (BYPASS)
11	2	S.S. BALL VALVE (BYPASS)
12	2	RIGID COUPLING FOR S.S. - APPROVED SUPPLIERS: VICTAULIC OR SHURJOINT (BYPASS)
13	2	CWS ADJ. GALV. STEEL PIPE SUPPORT (BYPASS)
14	1	AIR RELEASE VALVE W/ S.S. ISOLATION VALVE AND VENT PIPE - APPROVED SUPPLIERS: VALMATIC OR VENT-O-MAT
15	1	COMBINATION AIR RELEASE VALVE W/ S.S. ISOLATION VALVE AND VENT PIPE - APPROVED SUPPLIERS: VAL-MATIC OR VENT-O-MAT
16	4	THREAOLETT W/ S.S. BALL VALVE AND PLUG
17	4	(100mm) LIQUID FILLED PRESSURE GAUGE (6MM NPT) W/ S.S. ISOLATION BALL VALVES AND TEE OR WELDOLETT AS REQUIRED - APPROVED SUPPLIERS: SIEMENS OR ABB
18	2	(19mm) THREAOLETT FOR WALL MOUNTED PRESSURE TRANSMITTER W/ S.S. BALL VALVE - APPROVED SUPPLIERS: SIEMENS OR ABB
19	1	ALUMINUM QUAD DOOR KIOSK WITH END CABINET PER APPROVED PRODUCTS LIST

PRESSURE REDUCING STATION

SS-W1

STANDARD DETAIL DRAWINGS



RADIO ANTENNA POLE AND BASE DETAILS

ANTENNA MAST: WEST COAST
ENGINEERING 19430 9107mm OVERALL
HEIGHT HINGED POLE, HOT DIPPED
GALVANIZED. MOUNT ANTENNA MAST
ASSEMBLY ON STANDARD BASE

PRESSURE REDUCING STATION

SS-W2

APPENDIX II
LATECOMER POLICY

LATECOMER POLICY

1. PURPOSE

The purpose of this Latecomer Policy is to establish a clear and equitable framework under which **Big White Utilities** may recover or administer costs associated with the construction of **excess or extended infrastructure** required for development, where such infrastructure also benefits lands other than the lands being developed at the time of construction.

This Policy is intended to:

- Enable orderly and cost-effective growth;
 - Ensure fairness between initial developers and subsequent benefitting landowners; and
 - Provide certainty and transparency in the assessment and administration of latecomer charges.
-

2. AUTHORITY

This Policy is established pursuant to the applicable provisions of the **Local Government Act (British Columbia)** respecting latecomer agreements and cost recovery for excess or extended services.

Nothing in this Policy limits the authority of Big White Utilities to require servicing works, impose fees, or enter into agreements as otherwise permitted by legislation, regulation, or applicable bylaws.

3. APPLICATION

3.1 This Policy applies to **excess or extended services** required by Big White Utilities as a condition of subdivision, development, or connection to utilities.

3.2 Eligible services may include, but are not limited to:

- Water distribution systems and water supply works;
- Sanitary sewer systems, including lift stations and force mains;
- Drainage and stormwater systems; and

- Public or utility roadworks, where applicable to Big White Utilities infrastructure.

3.3 This Policy does **not** apply to infrastructure funded wholly through development cost charges, local service area rates, or other funding mechanisms, unless expressly approved by Big White Utilities.

4. DEFINITIONS

For the purposes of this Policy:

- **“Benefitting Lands”** means lands, other than the lands being developed, that are determined by Big White Utilities to benefit from excess or extended services.
 - **“Excess Service”** means the portion of a work or service constructed with capacity greater than required to service the initial development, for the purpose of accommodating future development.
 - **“Extended Service”** means a work or service extended beyond the boundaries of the lands being developed to accommodate present or future servicing of other lands.
 - **“Latecomer”** means the owner of Benefitting Lands who connects to, uses, or derives benefit from an excess or extended service.
 - **“Latecomer Charge”** means the charge imposed on a Latecomer in accordance with this Policy as a condition of connection, development, or use.
 - **“Latecomer Agreement”** means the agreement between Big White Utilities and the owner who constructs excess or extended services, setting out the terms of cost recovery and administration.
-

5. DETERMINATION OF ELIGIBILITY

5.1 Big White Utilities shall determine whether a development includes excess or extended services eligible for latecomer recovery.

5.2 In making this determination, Big White Utilities may consider:

- System planning objectives;
- Future servicing requirements;
- Capacity provided in excess of immediate needs; and

- Cost allocation fairness.

5.3 The determination of eligible Benefitting Lands and recoverable costs shall be made at the sole discretion of Big White Utilities.

6. LATECOMER AGREEMENTS

6.1 Where excess or extended services are determined to exist, Big White Utilities may require the execution of a Latecomer Agreement prior to:

- Commencement of construction;
- Issuance of servicing approvals; or
- Granting of connection or operational approval.

6.2 The Latecomer Agreement shall, at a minimum, identify:

- The works eligible for cost recovery;
- The portion of costs attributable to excess or extended capacity;
- The Benefitting Lands;
- The method of cost apportionment;
- The duration of the recovery period; and
- The administrative process for collection and remittance.

6.3 The maximum period for the collection of Latecomer Charges shall not exceed **15 years** from the date of substantial completion of the eligible works, unless otherwise permitted by legislation.

7. IMPOSITION AND COLLECTION OF LATECOMER CHARGES

7.1 Latecomer Charges shall be payable as a condition of:

- Connection to the applicable utility;
- Building permit issuance;
- Subdivision approval; or
- Other development approval, as determined by Big White Utilities.

7.2 Big White Utilities shall collect all Latecomer Charges and, where applicable, remit recovered amounts to the party entitled under the Latecomer Agreement.

7.3 Latecomer Charges may be adjusted annually to account for interest, in accordance with applicable legislation or approved policy.

8. ADMINISTRATION

8.1 Big White Utilities shall administer all Latecomer Agreements and maintain records of:

- Eligible works;
- Benefitting Lands;
- Latecomer Charges assessed and collected; and
- Payments remitted.

8.2 Big White Utilities may charge reasonable administrative fees for the preparation and administration of Latecomer Agreements.

9. EXEMPTIONS AND LIMITATIONS

9.1 Big White Utilities may, at its discretion, exempt certain lands or developments from latecomer charges where:

- Minimal or no benefit is derived; or
- An alternative cost recovery mechanism applies.

9.2 No Latecomer Charges shall be imposed after the expiry of the applicable recovery period.

10. INTERPRETATION

10.1 This Policy shall be interpreted in a manner consistent with applicable legislation and Big White Utilities standards.

10.2 In the event of a conflict between this Policy and any agreement or bylaw, the agreement or bylaw shall prevail.

APPENDIX III
STATUTORY RIGHT OF WAY (SRW) OVER COMMON PROPERTY



1. Application

PUSHOR MITCHELL LLP
Lawyers
301 - 1665 Ellis Street
Kelowna BC V1Y 2B3
2507622108

TMA 21372.16 / 39717.80
Grizzly Ridge Common Property KAS3742 Utility SRW

2. Description of Land

PID/Plan Number	Legal Description
No PID / Plan	THE COMMON PROPERTY, STRATA PLAN KAS3742

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY		

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

THE OWNERS, STRATA PLAN KAS3742

6. Transferee(s)

BIG WHITE WATER UTILITY LTD. 1894 AMBROSI ROAD KELOWNA BC V1Y 4R9	BC0342069
BIG WHITE WASTEWATER UTILITY LTD. 1894 AMBROSI ROAD KELOWNA BC V1Y 4R9	BC0337409
BIG WHITE GAS UTILITY LTD. 1894 AMBROSI ROAD KELOWNA BC V1Y 4R9	BC0539629

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

ERIN A. CRAM
BARRISTER & SOLICITOR
400 - 1628 Dickson Avenue
KELOWNA, BC V1Y 9X1

Execution Date

YYYY-MM-DD
2026-03-20

Transferor / Transferee / Party Signature(s)

THE OWNERS, STRATA PLAN KAS3742
By their Authorized Signatory

Shawn Thomas

Officer Certification

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

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

BIG WHITE WATER UTILITY LTD.
By their Authorized Signatory

Jeanie McLean

BIG WHITE WASTEWATER UTILITY LTD.
By their Authorized Signatory

Jeanie McLean



BIG WHITE GAS UTILITY LTD.
By their Authorized Signatory

jeanie McLean

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT – PART 2
Statutory Right of Way for propane gas, water and wastewater utility works

WHEREAS:

- A. The Transferor is the registered owner of the Lands.
- B. The Transferor has agreed to grant to the Transferee a statutory right of way to facilitate the construction, installation, improvement, extension, removal, alteration, repair, maintenance, operation, and replacement of the Works.
- C. This statutory right of way is necessary for the operation and maintenance of the Transferee's undertaking.

in consideration of the sum of \$1.00, now paid by the Transferee to the Transferor (the receipt of which is hereby acknowledged), and in consideration of the covenants and conditions in this Agreement to be observed and performed by the Transferee and for other valuable consideration:

1. Defined Terms In this Agreement:

- (a) "Future Lot" or "Lots" means in the singular or plural, any one or more of any portion of the Lands now, or at any time hereafter, constituting a single legally subdivided area in accordance with the requirements of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia) and includes, without limitation, strata lots and air space parcels;
- (b) "General Instrument" means the Form C under the Land Title (Transfer Forms) Regulation, as amended, and all schedules and addenda to the Form C charging the Transferor's Lands, which are attached to these Part 2 – Terms of Instrument;
- (c) "Improvements" means collectively any building or improvement to be placed, installed or constructed on Lands;
- (d) "Lands" means collectively the land described in Item 2 of the General Instrument;
- (e) "Transferee" means collectively the party(ies) described as Transferee(s) in Item 6 of the General Instrument;
- (f) "Transferor" means collectively the party(ies) described as Transferor(s) in Item 5 of the General Instrument;
- (g) "Works" means collectively:
 - (i) a system of propane gas works including all pipes, valves, fittings, meters and facilities in connection therewith by Big White Gas Utility Ltd. (the "Gas Works");
 - (ii) a system of water works and/or drainage works, including all pipes, valves, fittings and facilities in connection therewith by Big White Water Utility Ltd. (the "Water Works"); and

- (iii) a system of sewerage works and/or drainage works, including all pipes, valves, fittings and facilities in connection therewith by Big White Wastewater Utility Ltd. (the "Wastewater Works";
 - (h) "Works Area" means those portions of the Lands containing Water Works, Wastewater Works, or Gas Works, not covered by Improvements, nor proposed to be covered by Improvements, as approved by Big White Ski Resort Ltd., or its successor, or in any manner which would detrimentally affect the development or use of the Lands as approved;
2. The Transferor does hereby:
- (a) grant, convey, confirm and transfer, in perpetuity, to the Transferee the full, free and uninterrupted right (but not the obligation), licence, liberty, privilege, permission and right of way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across the Lands;
 - (b) covenant and agree to and with the Transferee that for the above purposes already described and upon, over, under and across the Works Area, the Transferee shall for itself and its servants, agents, workmen, contractors, and all other licensees of the Transferee together with machinery, vehicles, equipment, and materials be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, or obstruction now or hereafter in existence, as may be necessary, useful or convenient in connection with the operations of the Transferee in relation to the Works;
 - (c) grant, convey, confirm and transfer unto the Transferee for itself, and its servants, agents, workmen, contractors and all other licensees of the Transferee together with machines, vehicles, equipment and materials the right at all times to enter upon and to pass and repass over such of the Lands as may reasonably be required for the purpose of ingress to and egress from the Works Area.
3. The Transferor covenants and agrees with the Transferee, that the Transferor will:
- (a) except for Improvements approved by the Transferee, not, nor permit any other person to erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire or conduit on, over or under any portion of the Works Area so that it in any way interferes with or damages or prevents access to or is likely to cause harm to Works authorized hereby to be installed in or upon the Works Area;
 - (b) except for Improvements approved by the Transferee, not, nor permit any other person to erect, place, install or maintain any building, structure, pipe, wire or conduit in the airspace above the Works Area;
 - (c) not do nor knowingly permit to be done any act or thing which will interfere with or injure the said Works and in particular will not carry out any blasting or excavation on or adjacent to the Works Area without the consent in writing of the Transferee, provided that such consent shall not be unreasonably withheld;

- (d) not substantially diminish or increase the soil cover over any of the Works installed in the Works Area and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Works Area;
- (e) maintain and care for the surface of the Works Area and remove growth, garbage and noxious debris from the Works Area as required by the Transferee and do all other things deemed by the Transferee to be reasonably necessary for the safe use and preservation of the Works Area;
- (f) from time to time and at all times upon every reasonable request and at the cost of the Transferee 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 to the Transferee of the rights hereby granted.

4. The Transferee covenants to and agrees with the Transferor that the Transferee will:

- (a) notwithstanding the provisions of Paragraph 2(a), restrict its use of the Lands to the Works Area;
- (b) not bury any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds;
- (c) thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Transferee and will leave the Lands in a neat and clean condition;
- (d) as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands, provided however that nothing herein contained shall require the Transferee to restore any trees or other surface growth but the Transferee shall leave such Lands in a condition which will not inhibit natural regeneration of such growth.
- (e) as far as reasonably possible, carry out all work in a proper and workerlike manner so as to do as little injury to the Lands as possible;
- (f) make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands in the exercise of its rights hereunder;
- (g) as far as reasonably possible, restore any fences, lawns, flower beds, and driveways, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Transferee upon the Lands.

5. The Transferee further covenants with the Transferor and its assigns and successors in title to the Lands, that the Transferee will indemnify and save harmless the Transferor from any and all actions, proceedings, claims and demands of any corporation or person against the Transferor for all damage and expense arising out of the exercise by the Transferee of the rights and privileges granted to them except where the same occurs through no fault or negligence of the Transferee or person for whom the Transferee is responsible at law.

6. The Parties hereto each covenant and agree with the other, as follows:

- (a) no right granted to or reserved to the Transferee in this Agreement requires the Transferee to install, clean, repair or maintain the Works or the Works Area, unless the Transferee is expressly required under this Agreement to perform such cleaning, repairing or maintenance;
- (b) the said Works, referred to above, together with all pipes, valves, conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments or devices used in connection therewith shall constitute the Works;
- (c) notwithstanding any rule of law or equity to the contrary, the Works brought onto, set, constructed, laid, or erected in, upon or under the Lands by the Transferee shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Transferee;
- (d) in the event that the Transferee abandons the Works or any part thereof, the Transferee may, if it so elects, leave the whole or any part thereof in place;
- (e) the burden of this Statutory Right of Way will automatically extend, without further instrument, over the Common Property of each phase of Strata Plan KAS3742 as it is registered in the Land Title Office;
- (f) that no part of the title in fee simple to the soil shall pass to or be vested in the Transferee under or by virtue of these presents and the Transferor may fully use and enjoy all the Lands subject only to the rights and restrictions herein contained;
- (g) that the covenants herein contained shall be covenants running with the Lands and the covenants of the Transferor contained herein will be personal and binding on the Transferor in respect of the Lands and each and every Future Lot or Lots only during the Transferor's ownership of any interest in the Lands or Future Lot or Lots.
- (h) if at the date hereof the Transferor is not the sole registered owner of the Lands, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interest;
- (i) where the expression "Transferor" includes more than one person, all covenants herein on the part of the Transferor shall be construed as being several as well as joint;
- (j) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made;
- (k) this Agreement and any matter arising out of this Agreement will be interpreted in accordance with the laws of the Province of British Columbia;

- (l) if any action, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the provision that is invalid shall not affect the validity of the remainder of this Agreement;
 - (m) No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless the waiver is expressed in writing by the Transferee. Any waiver by the Transferee of any term, condition, covenant or other provision of this Agreement or any waiver by the Transferee of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.
7. The Transferor may provide to the Transferee an explanatory or reference plan prepared by a British Columbia Land Surveyor delineating that portion of the Lands containing the Works plus a reasonable area adjacent to the Works for the purpose of performing work on the Works. Provided such explanatory/reference plan is satisfactory to the Transferee acting reasonably, the Transferee agrees to discharge this Statutory Right of Way from those portions of the Lands not shown in the explanatory/reference plan. The Transferor shall bear the cost of preparing and registering the explanatory/reference plan.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing the General Instrument to which this Agreement is attached and which forms part of this Agreement.

Strata Property Act
FORM E
CERTIFICATE OF STRATA CORPORATION

(Sections 78, 79, 80, 214, 257, 259, 261, 262, 263, or 266)

The Owners, Strata Plan KAS3742 certify that a resolution referred to section 79 of the *Strata Property Act* was passed by a X 3/4 vote at an annual or special general meeting held on _____, and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purpose of Section 165(4)(f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act*, and the instrument conforms to the resolution.

Date: March 5, 2026

Signature of Council Member


Signature of Second Council Member

RESOLUTIONS

j) MAJORITY VOTE RESOLUTION #1 – Approval of November 30, 2025, Statements of Revenues and Expenditures for the General Fund and 8 Plex Type Funds

WHEREAS the strata corporation has ended its fiscal year with a surplus of \$ 231,438. The proposed November 30, 2025, Statements of Revenues and Expenditures for the General Fund and 8 Plex Type Funds includes transferring the year end surplus into the CRF as an additional contribution on top of the required contribution included in the 2024/2025 fiscal budget.

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BE IT RESOLVED:

That the Owners, Strata KAS 3742 Grizzly Ridge, approve the November 30, 2025, Statements of Revenues and Expenditures for the General Fund, the Original 8 Plex Type Fund, and the New 8 Plex Type Fund including continuity of Contingency Funds for each, as presented.

k) MAJORITY VOTE RESOLUTION #2– Approval of the 2025/2026 Operating Budgets – “PDF” ATTACHED

BE IT RESOLVED:

That the Owners, Strata KAS 3742 Grizzly Ridge, approve the proposed 2025/2026 Operating Budgets along with the resulting Schedule of Monthly Strata fees per Strata Lot for 2025/2026.

MAJORITY VOTE RESOLUTION #3 – Approval of a future expenditure from the Contingency Reserve Fund of up to \$5,500 for a Depreciation Report.

WHEREAS expenditures from the Contingency Reserve Fund require Owner Approval and whereas the BC Government has amended the BC Strata Property Act mandating that all Strata Corporations in the BC Interior must complete a Depreciation Report by a “qualified individual” by July 1, 2027.

BE IT RESOLVED;

That the Owners approve a Contingency Reserve Fund expenditure not to exceed \$5,500 to engage a “qualified individual” to complete a Depreciation Report for Strata Plan KAS 3742 to meet the above deadline.

¾ VOTE RESOLUTION #1 – Approval to alter the Big White Utility Group Water Line Statutory Right of Way location over Strata Plan KAS 3742 Common Property

WHEREAS a new water line was installed for the benefit of Strata Plan KAS 3742 and ran partly over the Strata common property roadway and whereas the new water line was installed to provide adequate PSI for the fire suppression system for Strata Plan KAS 3742, following the integration of the new reservoir at Big White.

BE IT RESOLVED;

That the Owners approve that the Strata Council of Strata Plan KAS 3742 are authorized to complete the documents required to reflect the change of location of the Big White Utility Group Water Line Statutory Right of Way.

¾ VOTE RESOLUTION #2 – Approval to alter the Fortis BC Statutory Right of Way location over Strata Plan KAS 3742 Common Property

WHEREAS in the course of construction of the driveways at the end of the cul de sac, between Unit 280 B and Unit 285 A, the Fortis BC transformer box has been relocated to include an area outside of the existing Strata Plan KAS 3742 common property Utility Right of Way.

BE IT RESOLVED;

That the Owners approve that the Strata Council of Strata Plan KAS 3742 are authorized to complete the documents required to reflect the change of location of the Fortis BC Utility Statutory Right of Way over the Strata Plan KAS 3742 common property.
