

April 21, 2021

Village of Pemberton,
P.O. Box 100,
7400 Prospect Street,
Pemberton, B.C., V0N 2L0

Attention: Lisa Pedrini, Manager of Development Services

Dear Lisa:

**Reference: Application for a Development Variance Permit
Sunstone Ridge Development – Phase 1C/D
Lot B, DL 211, LLD, Plan EPP74427 Except Plan EPP96240**

On behalf of 580049BC Ltd. (Owner) and Sunstone Ridge Developments Ltd. (developer), please find attached an Application for a Development Variance Permit for Phase 1C/D of the Sunstone Ridge Subdivision. The purpose of this Application is to permit a gravel surface on the emergency access for the cul-de-sac road, and to reduce the required road width.

The following is a list of the documents that are submitted in support of this Application:

- Cover Letter
- Application Forms
- Description of Proposed Variances and Rationale
- Owner's Agent Authorization
- Conceptual Layout and Services Drawing
- Title Search and Charges on Title

The corresponding Application Fee will be paid when we are advised of the amount that is payable.

If you have any questions on any of the above or require further information, please do not hesitate to contact me.

Yours truly,



Cam McIvor
CATA Management Ltd.
Agent for 580049 BC Ltd.

attachment: Application for a Development Variance Permit as detailed above

cc: Warren Biro, 580049 BC Ltd.
Nyal Wilcox, Sunstone Ridge Developments Ltd.

May 10, 2021

Village of Pemberton,
P.O. Box 100,
7400 Prospect Street,
Pemberton, B.C., V0N 2L0

Attention: Lisa Pedrini, Manager of Development Services

Dear Lisa:

**Reference: Amendment to Development Variance Permit Application
Sunstone Ridge Development – Phase 1C/D
Lot B, DL 211, LLD, Plan EPP74427 Except Plan EPP96240**

On behalf of 580049BC Ltd. (Owner) and Sunstone Ridge Developments Ltd. (developer), we would like to amend the Application for a Development Variance Permit for Phase 1C/D of the Sunstone Ridge Subdivision previously submitted on April 21, 2021 to include an additional variance.

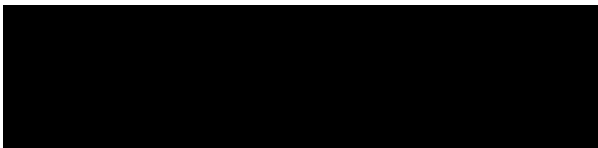
Item 11.d. in the May 5, 2021 Temporary Approval Letter issued by the Village for the Phase 1C subdivision identified that a Development Variance Permit is required for the cul-de-sac length. The proposed cul-de-sac length is 600-m. We request approval of the 600-m cul-de-sac length.

Rationale in support of this variance request are as follows:

- topographic constraints do not permit construction of a through-road to Village standards
- an emergency access is provided
- a similar situation was approved by the Village for the adjacent Seven O’Clock Drive
- Section 6.16.3.a)xii) of the Village Subdivision and Development Control Bylaw states that “Cul-de-sac lengths greater than 200-m may be considered by the Village Official”

If you have any questions on any of the above or require further information, please do not hesitate to contact me.

Yours truly,



CATA Management Ltd.
Agent for 580049 BC Ltd.

cc: Warren Biro, 580049 BC Ltd.
Nyal Wilcox, Sunstone Ridge Developments Ltd.



Box 100 | 7400 Prospect Street
 Pemberton BC V0N 2L0
 P: 604.894.6135 | F: 604.894.6136
 Email: admin@pemberton.ca
 Website: www.pemberton.ca

DEVELOPMENT-GENERAL INFORMATION

- Application:
- OCP Bylaw Amendment &/or Zoning Bylaw Amendment **(Form OR13)**
 - Development Permit **(Form MDP13)**
 - Major or Minor Development Permit **(Form Minor DP)**
 - Development Variance Permit **(Form DVP13)**
 - Temporary Use Permit **(Form MDP13)**
 - Subdivision, Bare Land Strata Approval & Strata Title Conversion **(Form Sub 13)**

All Applications Please include Application Requirements Form (Checklist)

SITE

Civic Address: Cerulean Drive Legal Description: _____
 PID: 030-259-053 Lot: Lot B
 District Lot(DL): 211 Plan: EPP74427

OWNER(S)

Owner Name(s): 580049 BC Ltd., Inc. No. 580049 Home: _____
 Contact: Warren Biro Work: _____
 Mailing Address: _____ Cell: _____
 Email: _____

OWNER(S) AGENT IF APPLICABLE

Agent's Name: Cam McIvor Work: _____
CATA Management Ltd. Fax: _____
 Mailing Address: _____ Cell: _____
 Email: _____

If applicable Please include Owner's Authorization

X
 Owner Signature _____ Date _____
X
 Authorized Agent Signature _____ Date April 21, 2021

COMMENTS:

Application No		Fee:	\$
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APPLICATION REQUIREMENTS FOR A DEVELOPMENT VARIANCE PERMIT

1. Pre-Application Meeting

It is strongly recommended that prior to submitting an application for a Development Variance Permit, an applicant should meet with Village of Pemberton Development Services Department to review the application requirements. The intent of the pre-application will be to confirm specific submission requirements for each proposal.

It is important to have the Village identify the information required for the application since any applications deemed incomplete by the Development Services Department will not be accepted and subsequently returned to the applicant.

2. Submission Checklist

- Complete Application Form (*Form DVP13*)
- Application Fee (*in accordance with Development Procedures Bylaw No. 725, 2012*)
- Certificate of State of Title or of Indefeasible Title (*dated no more than thirty (30) days prior to submission of the application must accompany the application as a proof of ownership*)
- Copy of Charges on Title (*i.e. covenants, rights of way, statutory building schemes, etc*)
- Owners Agent Authorization (*if applicable*)

3. Property Information

Legal Description:

Lot B, District Lot 211, Lillooet District, Plan EPP74427 Except Plan EPP96240

PID#: 030-259-053

Civic Address: _____

Bylaw Requesting Variance: Subdivision and Development Control Bylaw 677

Specific Section of Abovementioned Bylaw Requesting Variance: _____

Section 6.16.3. b) iii) Hillside Emergency Access

Section 6.3.2 Road Cross Section Elements / Standard Cul-de-sac Drawing R06

4. Project Summary Information Checklist (*provide in written format*)

- Description of Proposed Development and Variance
- Rationale in Support of the Proposed Variance
- Supporting Surveys and Site/Architectural/Servicing Plans that may assist in describing the proposed variance

APPLICATION FORM FOR A DEVELOPMENT VARIANCE PERMIT (DVP13)

I/We hereby make application under the provisions of Part 26 of the *Local Government Act* and the Village's Development Procedure Bylaw No. 725, 2012 for a Development Variance Permit for lands legally described as:

Lot: B, Plan: EPP 74427, District Lot: 211, LLD.
Except Plan EPP96240

THIS APPLICATION IS MADE WITH MY FULL KNOWLEDGE AND CONSENT



April 21, 2021

Registered owner's signature

Date

Where the applicant is NOT the REGISTERED OWNER, the application must be signed by the REGISTERED OWNERS designated AGENT and proof thereof must be registered in the office of the Village of Pemberton.

FOR OFFICE USE ONLY:

Application/File No.: _____

Application Fee received \$ _____

Receipt No.: _____

Date received: _____

Signature of Official

**All plans shall be prepared at metric scale and dimensions*

Sunstone Ridge Phase 1C/D – Development Variance Application

Description of Proposed Development and Variances

The proposed development is Sunstone Ridge Phase 1C/D, an 18-lot single-family residential development. The property is legally described as Lot B, DL 211, LLD, Plan EPP74427 Except Plan EPP96240. It is located 3.5-km east of the Village of Pemberton on the east side of Pemberton Farm Road East, and north of the CN Railway. The development is an extension of Cerulean Drive in the Sunstone Ridge development.

The proposed Variances are as follows:

- deletion of the requirement for a paved surface on the Emergency Access road;
- reduction of the cul-de-sac road minimum asphalt width from 8.5-m to 6.6-m.

Rationale in Support of the Proposed Variances

Paved Surface for Emergency Access Road

Subdivision and Development Control Bylaw #677 Section 6.16.3 b) iii) requires a 4.5-m paved width for Emergency Access roads. It is proposed that a gravel surface be accepted for the Emergency Access in this case for the following reasons:

- the Emergency Access road will be a shared-use corridor for pedestrians and cyclists. A rural character is desired for these corridors throughout the Hillside development. All other shared-use corridors in the Sunstone and Ridge developments have been approved with a gravel surface;
- the grade of the Emergency Access road will be up to 13%. A paved road surface would require de-icing in the winter which is not preferable. A gravel surface would provide better traction for vehicles;

Reduction in Asphalt Width

Subdivision and Development Control Bylaw #677 Section 6.3.2 Road Cross Section Elements and Standard Cul-de-sac Drawing R06 identify an 8.5-m pavement width. Sunstone Phase 1 roads, including Cerulean Drive, received a Variance that permitted a reduced asphalt width of 6.6-m (Regular Council Meeting 1381 held on November 4, 2014). The rationale for that variance was that the reduced width would minimize the impact of road construction on the steeply sloping hillside topography consistent with Low Impact Development principles.

It is proposed that the Cerulean Drive road extension for Phase 1C/D have the same reduced asphalt width of 6.6-m as the existing Cerulean Drive that it is being extended from. The reduced asphalt width will provide consistency in the Cerulean Drive cross-section, and will reduce impact of road construction on the hillside topography.

Letter of Agency

Re: PID: 030-259-053

Legal Description: Lot B, District Lot 211, Lillooet District Plan
EPP74427 Except Plan EPP96240

(the "Subject Lands")

Registered Owner: 580049 B.C. Ltd.

I, Warren Biro, being the duly authorized representative of the Registered Owner of the Subject Lands, hereby authorize Nyal Wilcox, Yamedo Consulting Ltd., and/or Cam McIvor, CATA Management Ltd., to act as Agent and authorized signatory for the Registered Owner in respect of all matters relating to the subdivision of the Subject Lands as may be required by the Village of Pemberton.

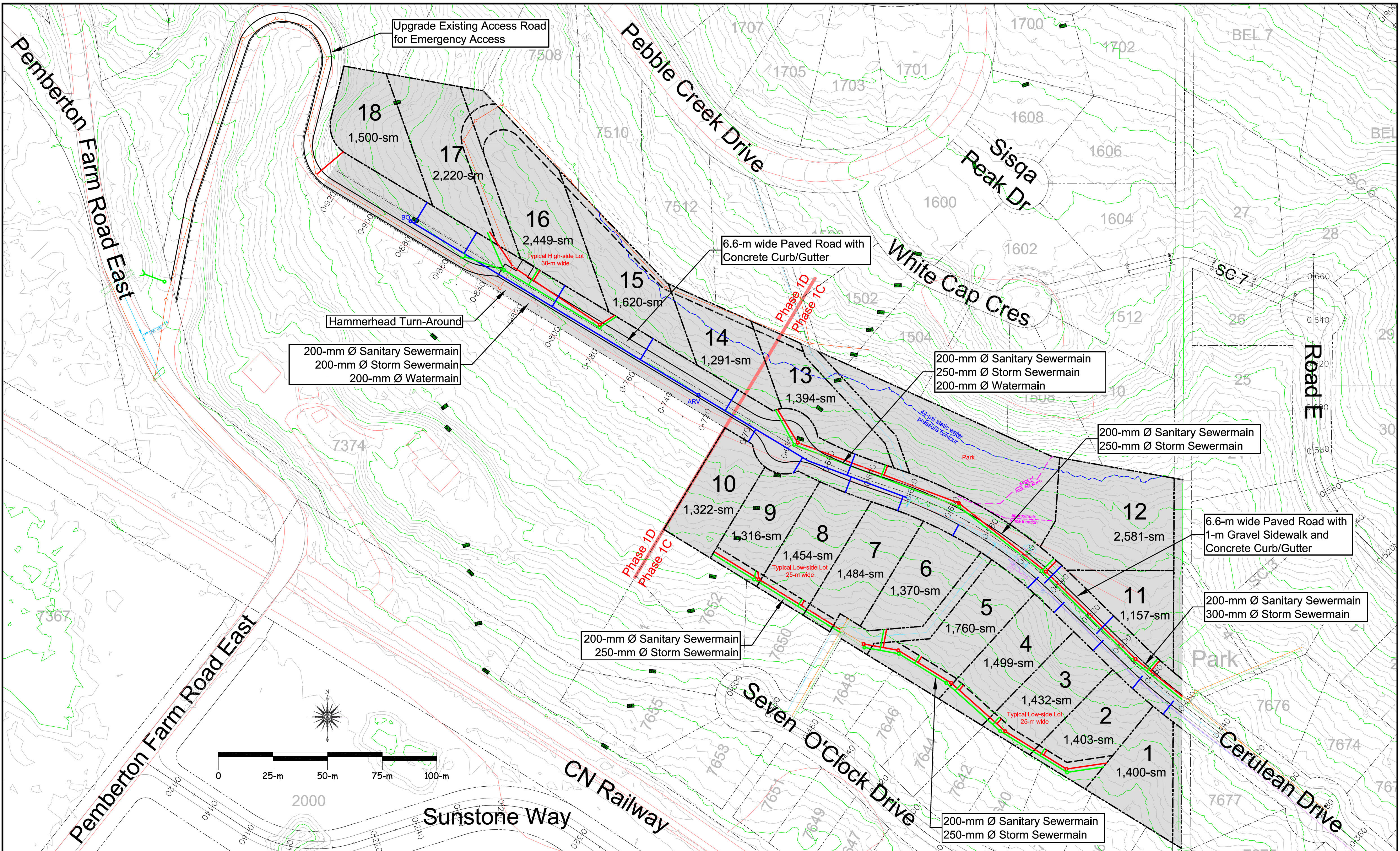
Signature of Authorized Representative of Registered Owner

A large black rectangular redaction box covers the signature of the authorized representative.

Werner Karl Biro

Date: _____

Dec 10, 2020



200-mm Ø Sanitary Sewermain
200-mm Ø Storm Sewermain
200-mm Ø Watermain

6.6-m wide Paved Road with
Concrete Curb/Gutter

200-mm Ø Sanitary Sewermain
250-mm Ø Storm Sewermain
200-mm Ø Watermain

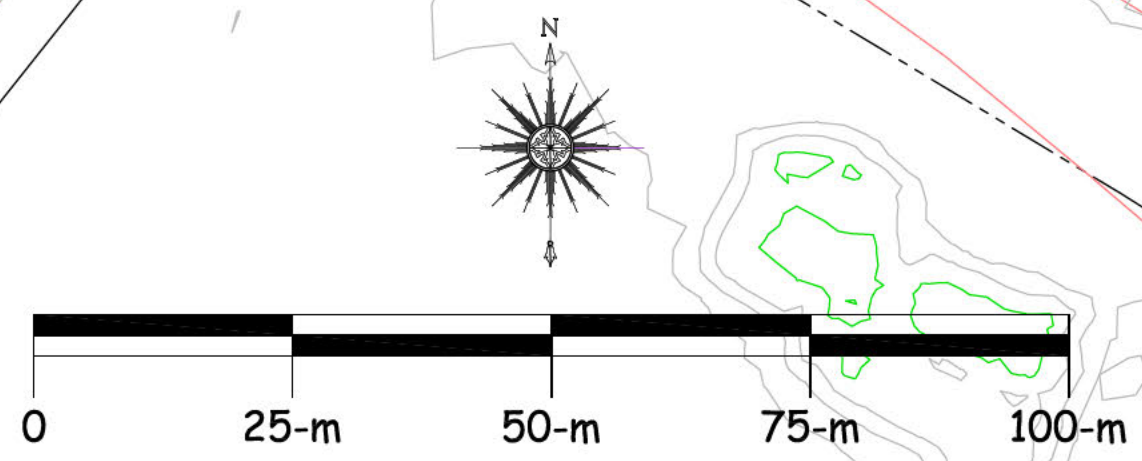
200-mm Ø Sanitary Sewermain
250-mm Ø Storm Sewermain

6.6-m wide Paved Road with
1-m Gravel Sidewalk and
Concrete Curb/Gutter

200-mm Ø Sanitary Sewermain
300-mm Ø Storm Sewermain

200-mm Ø Sanitary Sewermain
250-mm Ø Storm Sewermain

200-mm Ø Sanitary Sewermain
250-mm Ø Storm Sewermain



No.	Date	Description
1		

GILBEY ENGINEERING SERVICES
9674 Pemberton Portage Road
P.O. Box 1735, D'Arcy, B.C. V0N 1L0
telephone: 604-452-3610
e-mail: gilbey33@telus.net

Design By:
Drawn By: GRC
Scale: As Shown

Client: Sunstone Ridge Developments Ltd.
Project: Sunstone Phase 1C
Drawing: Conceptual Layout and Services (18Oct20 R1)

Drawing No.:
Issue No.:
Sheet No.:
Village File #:

TITLE SEARCH PRINT

2020-12-09, 13:16:54

File Reference:

Requestor: Thea Wilcox

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

Title Issued Under	SECTION 189 LAND TITLE ACT
Land Title District Land Title Office	KAMLOOPS KAMLOOPS
Title Number From Title Number	BB1535691 CA6311294
Application Received	2019-10-16
Application Entered	2019-10-16
Registered Owner in Fee Simple Registered Owner/Mailing Address:	580049 B.C. LTD., INC.NO. 580049 200 - 5611 COONEY ROAD RICHMOND, BC V6X 3J6
Taxation Authority	North Shore - Squamish Valley Assessment Area Pemberton, Village of Pemberton Valley Dyking District
Description of Land Parcel Identifier: Legal Description:	030-259-053 LOT B DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP74427 EXCEPT PLAN EPP96240
Legal Notations	NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA6803220 FILED 2018-05-16
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	COVENANT CA2723154 2012-08-17 12:00 VILLAGE OF PEMBERTON INTER ALIA MODIFIED BY CA4950099

TITLE SEARCH PRINT

2020-12-09, 13:16:54

File Reference:

Requestor: Thea Wilcox

Nature: COVENANT
Registration Number: CA4950098
Registration Date and Time: 2016-01-26 17:04
Registered Owner: VILLAGE OF PEMBERTON
Remarks: INTER ALIA
MODIFIED BY CA7195407

Nature: MODIFICATION
Registration Number: CA4950099
Registration Date and Time: 2016-01-26 17:04
Remarks: INTER ALIA
MODIFICATION OF CA2723154

Nature: MORTGAGE
Registration Number: CA5505723
Registration Date and Time: 2016-09-15 11:09
Registered Owner: FERAN INVESTMENTS LTD.
INCORPORATION NO. BC0465526
AS TO AN UNDIVIDED 46666/100000 INTEREST
Registered Owner: COOK PLACE APTS. LTD.
INCORPORATION NO. BC0358226
AS TO AN UNDIVIDED 26667/100000 INTEREST
Registered Owner: W. BIRO CONSTRUCTION LTD.
INCORPORATION NO. BC0217735
AS TO AN UNDIVIDED 26667/100000 INTEREST
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA5871774
Registration Date and Time: 2017-03-15 10:06
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA
AS TO PART FORMERLY LOT 2 PLAN EPP21848

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA5871775
Registration Date and Time: 2017-03-15 10:06
Registered Owner: TELUS COMMUNICATIONS INC.
Remarks: INTER ALIA
AS TO PART FORMERLY LOT 2 PLAN EPP21848

Nature: PRIORITY AGREEMENT
Registration Number: CA5871776
Registration Date and Time: 2017-03-15 10:06
Remarks: INTER ALIA
GRANTING CA5871774 PRIORITY OVER CA5505723,
CA5714201 AND CA5714202

TITLE SEARCH PRINT

2020-12-09, 13:16:54

File Reference:

Requestor: Thea Wilcox

Nature: PRIORITY AGREEMENT
Registration Number: CA5871777
Registration Date and Time: 2017-03-15 10:06
Remarks: INTER ALIA
GRANTING CA5871775 PRIORITY OVER CA5505723,
CA5714201 AND CA5714202

Nature: EASEMENT
Registration Number: CA6555917
Registration Date and Time: 2018-01-09 14:58
Remarks: INTER ALIA
PART IN PLAN EPP78097 APPURTENANT TO THE COMMON
PROPERTY STRATA PLAN EPS4695

Nature: EASEMENT
Registration Number: CA6987764
Registration Date and Time: 2018-08-09 12:08
Remarks: PART IN PLAN EPP84151;
APPURTENANT TO LOTS 2, 3 AND 4
PLAN EPP72101 AND LOTS A AND B PLAN EPP82372

Nature: MODIFICATION
Registration Number: CA7195407
Registration Date and Time: 2018-11-19 09:39
Remarks: INTER ALIA
MODIFICATION OF CA4950098

Nature: PRIORITY AGREEMENT
Registration Number: CA7195408
Registration Date and Time: 2018-11-19 09:39
Remarks: GRANTING CA7195407 PRIORITY OVER CA5505723

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7243289
Registration Date and Time: 2018-12-11 14:19
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7243290
Registration Date and Time: 2018-12-11 14:19
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. 1101218
Remarks: INTER ALIA

TITLE SEARCH PRINT

2020-12-09, 13:16:54

File Reference:

Requestor: Thea Wilcox

Nature: PRIORITY AGREEMENT
 Registration Number: CA7243291
 Registration Date and Time: 2018-12-11 14:19
 Remarks: INTER ALIA
 GRANTING CA7243289 PRIORITY OVER CA5505723

Nature: PRIORITY AGREEMENT
 Registration Number: CA7243292
 Registration Date and Time: 2018-12-11 14:19
 Remarks: INTER ALIA
 GRANTING CA7243290 PRIORITY OVER CA5505723

Nature: STATUTORY RIGHT OF WAY
 Registration Number: CA7251671
 Registration Date and Time: 2018-12-14 11:28
 Registered Owner: VILLAGE OF PEMBERTON
 Remarks: PART IN PLAN EPP88374

Nature: PRIORITY AGREEMENT
 Registration Number: CA7251672
 Registration Date and Time: 2018-12-14 11:28
 Remarks: GRANTING CA7251671 PRIORITY OVER CA5505723

Nature: STATUTORY RIGHT OF WAY
 Registration Number: CA7251674
 Registration Date and Time: 2018-12-14 11:28
 Registered Owner: VILLAGE OF PEMBERTON
 Remarks: PART IN PLAN EPP88375

Nature: PRIORITY AGREEMENT
 Registration Number: CA7251675
 Registration Date and Time: 2018-12-14 11:28
 Remarks: GRANTING CA7251674 PRIORITY OVER CA5505723

Nature: STATUTORY RIGHT OF WAY
 Registration Number: CA7789520
 Registration Date and Time: 2019-10-03 11:47
 Registered Owner: VILLAGE OF PEMBERTON
 Remarks: PART IN PLAN EPP96241

Nature: PRIORITY AGREEMENT
 Registration Number: CA7789521
 Registration Date and Time: 2019-10-03 11:47
 Remarks: GRANTING CA7789520 PRIORITY OVER CA5505723

Duplicate Infeasible Title NONE OUTSTANDING

TITLE SEARCH PRINT

2020-12-09, 13:16:54

File Reference:

Requestor: Thea Wilcox

Transfers

NONE

Pending Applications

NONE

KAMLOOPS LAND TITLE OFFICE

Aug-17-2012 12:00:32.001

CA2723154

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

1340735567 PAGE 1 OF 6 PAGES

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

Ian Terence
Davis 3UXBSR

Digitally signed by Ian Terence Davis
3UXBSR
DN: c=CA, ou=Ian Terence Davis
3UXBSR, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=3UXBSR
Date: 2012.08.17 11:48:27 -0700

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

Race & Company

Shelley Key, Authorized Agent

File No.: 47269

201-1365 Pemberton Avenue, PO Box 1850

Squamish

BC V8B 0B3

Phone: 604-892-5254

Document Fees: \$72.50

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-701-522

LOT 1 DISTRICT LOT 211 LILLOOET DISTRICT PLAN KAP87819

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

580049 B.C. LTD. (INC. NO. BC0580049)

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

VILLAGE OF PEMBERTON

7400 PROSPECT STREET, PO BOX 100

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Derek McLauchlan

Barrister & Solicitor

215-8171 Cook Road

Richmond, BC, V6Y 3T8

Y	M	D
12	07	09

580049 B.C. Ltd.

by its authorized signatory(ies):

Print Name: Werner Karl Biro

Print Name:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Suzanne Belanger
Commissioner for Taking Affidavits in BC
7400 Prospect Street
Pemberton, BC, V0N 2L0

Y	M	D
12	07	19

Village of Pemberton
by its authorized signatory(ies):

Print Name: Sheena Fraser

Print Name: Jordan Sturdy

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.

THIS AGREEMENT MADE THIS _____ day of June, 2012

BETWEEN:

580049 B.C. Ltd., a corporation having its registered and records office located at 215- 8171 Cook Rd, Richmond, B.C., V6Y 3T8

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

VILLAGE OF PEMBERTON, a Municipality duly incorporated under the laws of the Province of British Columbia, having an address at 7400 Prospect Street, Pemberton, BC V0N 2L0

(hereinafter called the "Covenantee")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owners of ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the District of Squamish, in the Province of British Columbia, and more particularly described as:

Lot 1 District Lot 211 Lillooet District Plan KAP 87819

Parcel Identifier: 027-701-522

(hereinafter called the "Lands");

- B. The Covenantor intends to subdivide the Lands in accordance with the proposed subdivision plan attached as Schedule "A";
- C. Section 219 of the Land Title Act provides that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of land or the use of a building or to be erected on land, in favour of a Municipality or the Crown.
- D. The Covenantor has agreed to restrictions on the use of the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the Land Title Act, and in consideration of the sum of One Dollar (\$1.00) now paid to the Covenantee by the Covenantor (the receipt and sufficiency where of is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. The Covenantor, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby covenants and agrees with the Covenantee, as a covenant in favour of the Covenantee pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Covenantor that the provisions hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof that the Covenantor shall not build, place or erect or permit the building, placement or erection of any buildings, structures or improvements on the Lands, nor shall the Covenantor apply for or be permitted to apply for a building permit or be entitled to a Development Permit, unless and until the Covenantor complies with the following requirements :
 - (a) Dedicate or transfer to the Covenantee park land equal to 5% of the land mass of the Lands from the Lands or other property, in any event to be satisfactory to the Covenantee;
 - (b) Pursuant to the Covenantee's Community Amenity Contribution Policy, contribute \$9,165 per building lot and \$6,110 per multiple family dwelling to the Covenantee ;
 - (c) Perform appropriate flood proofing or protection or register an appropriate Flood Covenant against the Lands as may be required by and in a form satisfactory to the Covenantee; and
 - (d) Enter a site servicing agreement with the Covenantee in a form satisfactory to the Covenantee.
2. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Covenantee in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Covenantor.

3. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the Land Title Act and the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Covenantor herein shall accrue solely to the Covenantee and that this Agreement may only be modified or discharged by agreement of the Covenantee, pursuant to the provisions of Section 219(5) of the Land Title Act.
4. Notwithstanding anything contained herein, the Covenantor shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Covenantor ceases to have any further interest in the Lands.
5. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
6. This Agreement shall endure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
7. The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
8. The Covenantor shall indemnify and hold the Covenantee and its officers, employees, agents and elected officials harmless from and against any and all claims, actions, costs, liabilities or losses that they may at any time hereafter suffer or be put to in connection with this Covenant, including any actual legal costs that are incurred in connection with any enforcement of this covenant.

AS EVIDENCE to their Agreement to the above terms, the parties each have executed and delivered this Agreement by executing the Land Title Act Form C to which this Agreement is attached and forms part of this Agreement.

KAMLOOPS LAND TITLE OFFICE

Jan-26-2016 17:04:37.001

CA4950098 CA4950099

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 12 PAGES

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

Lynda Marie Stokes L2AVIP
c=CA, cn=Lynda Marie Stokes L2AVIP,
o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?id=L2AVIP

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

Lynda Stokes, Barrister & Solicitor

Murdy & McAllister

1155 - 555 Burrard Street

Vancouver

BC V7X 1M8

Phone: 604 689-5263

File: 4853

Document Fees: \$143.16

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES []

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Modification

CA2723154

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

(a) [] Filed Standard Charge Terms D.F. No.

(b) [checked] Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

580049 B.C. LTD.

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

VILLAGE OF PEMBERTON

PO BOX 100, 7400 PROSPECT STREET

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Michelle Van Beek ph. 604.894.6135

Commissioner for Taking Affidavits in British Columbia

PO Box 100 - 74 Prospect St.

Pemberton, BC

Table with 3 columns: Y, M, D. Values: 16, 01, 19

580049 B.C. Ltd., by its authorized signatory(ies):

[signed]

WALTER FERANICK, President

[signed]

WARREN BIRD, Secretary

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Yolanda McKenzie - Reception

Commissioner for Taking Affidavits in British Columbia

PO Box 100 - 74 Prospect St.
Pemberton, BC 604-894-6135

Y M D

16 01 19

Village of Pemberton, by its authorized signatories:

[signed]

Mike Richman
Mayor

[signed]

Nikki Gilmour
Chief Administrative Officer

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.

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 12 PAGES

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

028-961-048 LOT 2 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP21848

STC? YES

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

028-961-064 LOT 3 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP21848

STC? YES

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

STC? YES

Part 2 – Terms of Instrument**SECTION 219 COVENANT**

THIS AGREEMENT MADE THIS 19 day of January, 2016

BETWEEN:

580049 B.C. LTD.
106-1656 Martin Drive
Surrey, BC V4A 6E7

(the "**Owner**")

AND:

VILLAGE OF PEMBERTON
7400 Prospect Street
Pemberton, BC V0N 2L0

(the "**Village**")

WHEREAS:

- A. The Owner owns and proposes to develop certain lands and premises located within the Village of Pemberton, in the Province of British Columbia, that are legally described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached (**the "Land"**);
- B. The Owner has applied to rezone a portion of the Land to a comprehensive mixed use development as set out in Village of Pemberton Bylaw No. 790, 2015, being an Amendment Bylaw No. 466, 2011 (**the "Zoning Bylaw"**);
- C. The Owner proposes to develop the Land in three (3) phases (referred to individually in this Agreement as "**Phase 1**", "**Phase 2**" and "**Phase 3**" respectively and together referred to as the "**Phases**"), substantially as shown on the drawing attached to this Agreement as Schedule "A" (**the "Phasing Plan"**);
- D. The Owner retained Keystone Environmental Ltd. to assess and evaluate potential environmental effects of the proposed development on the Land and to recommend mitigation measures to be implemented to avoid, minimize or manage potential effects and was provided a report entitled *Environmental Assessment, Biro Sabre Hillside Development, Pemberton, BC* and dated March 2014 (**the "Environmental Report"**);

- E. The Owner retained Delcan to conduct a traffic impact study for the proposed development on the Land and was provided a report entitled *Ravens Crest Developments Traffic Impact Study – FINAL* dated August 2011 (**the “Traffic Report”**);
- F. The Environmental Report and Traffic Report are referred to in this Agreement as the **“Initial Reports”**;
- G. The Owner has voluntarily agreed to:
- (a) provide the Village with certain amenities described in this Agreement;
 - (b) design construct and install certain works and services including, but not limited to highways, which are necessary to serve the proposed development of the Land, including those portions of the Land associated with each of the Phases (such portion of the Land, hereinafter referred to as the **“Phase 1 Land”**, **“Phase 2 Land”** and **“Phase 3 Land”**) and for lands beyond the Land; and
 - (c) contractually obligate itself to provide the amenities, works and services set out in this Agreement;
- H. There is a covenant registered against title to the Land under number CA2723154 (**the “Covenant”**) and the Owner and Village have agreed to modify the terms of the Covenant;
- I. Section 219 of the *Land Title Act*, R.S.B.C. 1996 c.250 provides that a charge may be registered against title to land whether of a negative or positive nature in respect of the use of land or the use of a building on or to be erected on land, in favour of a municipality; and
- J. The Owner has agreed to grant and the Village agrees to accept this Agreement on the terms and conditions herein contained.

NOW THEREFORE, pursuant to section 219 of the *Land Title Act*, and in consideration of the sum of Ten Dollars (\$10.00) now paid by the Grantee to the Owner (the receipt and sufficiency where of is hereby acknowledged), and other good and valuable consideration, the parties hereto covenant and agree each with the other as follows:

1.0 MODIFICATION OF COVENANT

- 1.1 The Covenant is modified by deleting subsections 1(b) and 1(d) .

2.0 GENERAL LAND DEVELOPMENT AND SUBDIVISION RESTRICTIONS

- 2.1 The Owner covenants and agrees with the Village that the Land must not be subdivided, built on, used or occupied for any purpose whatsoever, except in strict accordance with this Agreement.

- 2.2 The Land will be developed in the order, and generally in accordance with, the Phasing Plan.
- 2.3 The parties acknowledge that the distances and areas depicted on the Phasing Plan are approximate and are subject to being changed when the Land is surveyed for subdivision or for the creation of the strata lots.
- 2.4 The Owner covenants and agrees with the Village that:
- (a) prior to the earlier of the first development permit or first building permit being issued for the Land or any subdivision of the Land, the Owner will cause to be prepared:
 - (i) by a qualified professional retained by the Owner, a green energy plan to incorporate design principals into any development on the Land in order to reduce energy and water use and reduce waste and greenhouse gasses associated with such development (**the “Green Energy Plan”**) through such measures as incorporating passive energy and rain water capture systems for irrigation and drainage, optimizing the use of renewable energy and meeting recognized standards such as the EnerGuide 80 rating or R-2000 certification;
 - (ii) in consultation with the Pemberton Valley Trails Association, and to the satisfaction of the Village, an area trails plan to identify and develop pedestrian and bicycle trail connections across the Land (**the “Pedestrian and Bicycle Trail Plan”**);
 - (iii) by one or more qualified professionals retained by the Owner in consultation with the Canadian National Railway Company:
 - (1) an analysis of noise associated with the railway right of way and mitigation measures to address such noise (**the “Noise Analysis”**);
 - (2) an evaluation of ground-borne vibration transmission using site testing capable of measuring frequencies between 4 Hz and 200 Hz, ± 3 dB with an RMS averaging time constant of 1 second to determine if any proposed dwelling units on the Land situated within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz (**the “Vibration Evaluation”**);
 - (iv) comprehensive design plans for sanitary sewer, water and drainage works and services and highways for the Land or for each Phase of the Land to standards acceptable to the Village having regard to standards set out in the Village of Pemberton Subdivision and Development Control Bylaw

No. 677, 2011 and having regard to the existence and location of the railway right of way (“**Municipal Service Plans**”);

- (v) to the satisfaction of the Village, supplemental reports to update, as necessary, all matters referred to in the Initial Reports (**the “Supplemental Reports”**); and
- (b) the Land will be developed and built upon in accordance with the Initial Reports, the Green Energy Plan, the Pedestrian and Bicycle Trail Plan, the Noise Analysis, the Vibration Evaluation, the Municipal Service Plans and the Supplemental Reports.

3.0 PRIOR TO EXECUTION

3.1 Concurrently with the execution of this Agreement, the Owner will:

- (a) pay to the Village all arrears of taxes outstanding against the Land;
- (b) pay to the Village all current taxes currently due and payable upon the Land on the basis and in accordance with the assessment and collector’s roll entries; and
- (c) reimburse the Village for any legal costs incurred in connection with this development, including the negotiation and drafting of this Agreement.

4.0 DEVELOPMENT OF THE LAND

4.1 For the development of the Phase 1 Land, Phase 2 Land or Phase 3 Land, as applicable, the Owner covenants and agrees to:

- (a) construct works and services including, but not limited to, highways in accordance with the Municipal Service Plans and unless and until the Owner has entered into a servicing agreement with the Village for the development of each Phase, the form of which must be to the satisfaction of the Village, that Phase of development of the Land must not be built upon or subdivided;
- (b) construct and provide the amenities, works and services including, but not limited to, highways, set out in the attached Schedule “B” in accordance with the details set out for the Phase or Phases identified in the last column of the Schedule; and
- (c) grant to the Village all necessary titles, highway dedications, statutory rights-of-way and easements required by the Village or other agency to accommodate the works, services and highways described in the Municipal Service Plans and to accommodate the development of any lands beyond the Land.

- 4.2 The Owner acknowledges and agrees that the Land is subject to development cost charges in accordance with Village of Pemberton Development Cost Charges Bylaw No. 723, 2013.

5.0 MODIFICATION AND RELEASE OF AGREEMENT

- 5.1 This Agreement may be modified by agreement of the Village with the Owner, or discharged by the Village, pursuant to the provisions of section 219 of the *Land Title Act*;
- 5.2 Upon completion of the Owner's obligations under this Agreement, the Village will execute a discharge of this Agreement

6.0 RELEASE AND INDEMNITY

- 6.1 The Owner hereby releases and forever discharges and covenants not to sue the Village and its officers, elected officials, servants, agents, successors and assigns from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever against the Village which the Owner ever had, now has or hereafter may have in connection with the subject matter of this Agreement including the negotiation and entering into this Agreement and the adoption of the Zoning Bylaw.
- 6.2 The Owner will indemnify and save harmless the Village and its officers, elected officials, servants, agents successors and assigns from and against any and all actions and proceedings, costs, damages, expenses, including fees of solicitors and other professional advisors,, claims and demands whatsoever and by whosoever brought by reason of or in any way arising out of or related to the breach, violation or non-performance of any term, condition, covenant, or other provision of this Agreement or the granting of this Agreement and the construction, installation, maintenance, repair or reconstruction of any amenities, works or services described in this Agreement including, but not limited to, any and all claims related to damage to the Land or injury to a person arising from any fire, wild fire, flooding, debris flows, rock fall on or about the Land and for injurious affection, whether such claims arise at law or under any statute, including, but not limited to, the *Expropriation Act*.

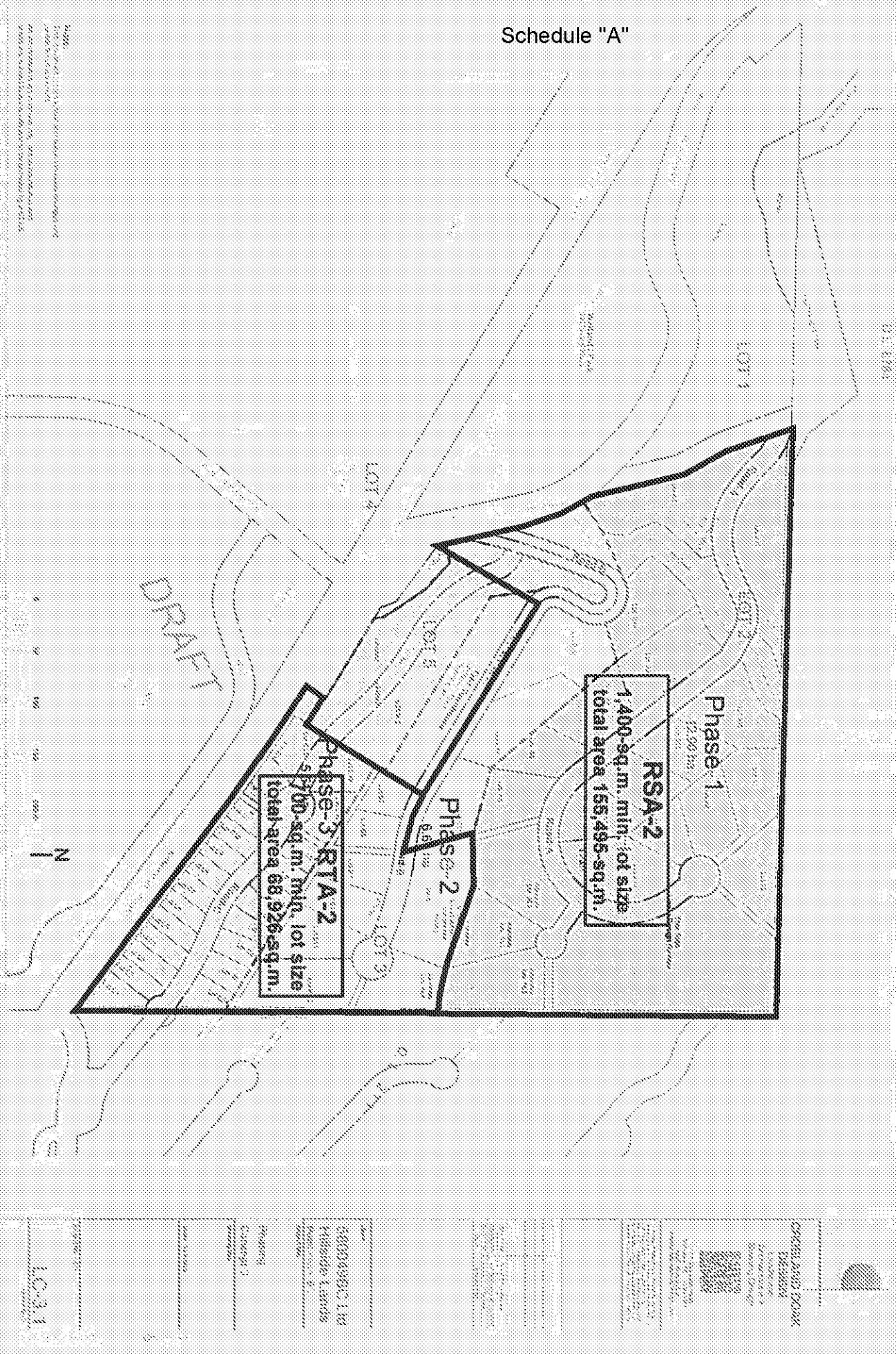
7.0 INTERPRETATION

- 7.1 Nothing contained or implied in this Agreement may prejudice or affect the rights and powers of the Village in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if this Agreement had not been executed and delivered by the Owner;
- 7.2 This Agreement does not:
- (a) affect or limit any enactment applying to the Land; or

- (b) relieve the Owner from complying with any enactment.
- 7.3 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 7.4 The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
- 7.5 Time is of the essence of this Agreement.
- 7.6 Wherever the singular or masculine is used in this Agreement, the same will be construed as meaning the plural, feminine or the body politic or corporate where the context or the parties so require.
- 7.7 Headings are for convenience only and are not to affect the construction or interpretation of this Agreement.
- 7.8 If any section, 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 will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.
- 7.9 This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.

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

Schedule "A"



Phase-3 RIA-2
 500-sq.m. min. lot size
 total area 68,926-sq.m.

Phase-2
 8.6 Hectares

Phase-1 RSA-2
 1,400-sq.m. min. lot size
 total area 156,495-sq.m.

This plan is a draft and is not to be used for any purpose without the written consent of the Planning Department. It is subject to change without notice.

CORRECTIONAL SERVICES BOARD
 Director
 1000-1000
 1000-1000

6800-098C Ltd
 Kilsbade Lands
 1000-1000
 1000-1000

LOT 11

Schedule "B"

Amenities, Works and Services

Elements	Description	Phase
Voluntary Community Amenity Contribution	Provide cash contribution of \$9,165.00 per lot for single-residential dwelling purposes comprising less than 20,000 square metres that may result from subdivision of the Land, to be retained by the Village in a municipal reserve fund for the purpose of recreation infrastructure	All
Voluntary Community Amenity Contribution	Provide cash contribution of \$6,110.00 per dwelling unit for any duplex residential, townhouse, apartment or other multi-family development comprising less than 20,000 square metres that may result from subdivision of the Land, to be retained by the Village in a municipal reserve fund for the purpose of recreation infrastructure	All
Traffic Calming Measures	Incorporate speed bumps and roundabouts into highway design in order to mitigate the impact of vehicular traffic associated with development on the Land.	All
Improvements to Highways	Improve the Pemberton Farm Road East, south of the CN railway line crossing to Highway 99, to municipal standards.	1
Improvements to Highways	Improve sightlines at the Pemberton Farm Road East Crossing.	1
Improvements to Highways	Address risks associated with industrial activity on Forest Service Road through signage and other means, to the satisfaction of the Village.	1
Community Linkages / Connectivity of Trails	Dedicate of one or more statutory rights of way, in accordance with the Pedestrian and Bicycle Trail Plan, in favour of and to the satisfaction of the Village.	All
Transit Stops	Construct additional transit stops in proximity to the development to the satisfaction of the Village.	1
Measures to Discourage Trespassing on Railway Lands	Construct a safety berm that adjoins and runs parallel to railway rights-of-way with returns at the ends, 2.0 metres above grade at the property line and with side slopes not steeper than 2.5 to 1. Install minimum 1.83 metre high chain link fencing or similar material that is not easily cut along the length of both sides of	3

Elements	Description	Phase
	the railway right of way adjacent to of Phase 3 Land to prevent trespassing onto the railway line.	
Measures to Address Railway Noise	Construct a noise attenuation barrier that adjoins and runs parallel to the railway rights-of-way, having returns at the ends, and a minimum total height of 4.0 metres above top-of-rail; construct an acoustic fence without openings and of a durable material weighing not less than 20 kg. per square metre of surface area; and undertake other mitigation measures identified in the Noise Analysis to address noise associated with the railway right of way.	3
Measures to Address Railway Vibration	If the Vibration Evaluation reveals vibration transmission in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz, then isolation measures will be required to ensure living areas of any dwelling units do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.	3
Solid Waste Management	Provide a plan for on-site solid waste, recycling and organics collection that is consistent with the Squamish Lillooet Regional District's Solid Waste Management Plan. If such services are to be provided by the Village, then curbside collection requirements must be taken into account in the design of strata roads, driveways, and on-street parking.	All
Measures to Reduce Greenhouse Gas Emissions ("GHG")	Undertake measures to reduce GHG in accordance with Green Energy Plan	All

KAMLOOPS LAND TITLE OFFICE

Mar-15-2017 10:06:54.001

CA5871774 CA5871777

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 12 PAGES

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

Alan Ives
Chim RKXS11

c=CA, cn=Alan Ives Chim
RKXS11, o=Lawyer,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=RKXS11

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

Martina Carrasco, agent for
British Columbia Hydro and Power Authority
12th Floor, 333 Dunsmuir Street
Vancouver BC V6B 5R3
Document Fees: \$286.32

Telephone: (604) 623-4595
File: 409-1602.0(X465) 27 January 2017
Work Task: 1159298 BUE tri lmk

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]
028-961-048 LOT 2 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP21848

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) Filed Standard Charge Terms D.F. No. **ST020098** (b) Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

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

Officer Signature(s)

Judd G. Lambert
Barrister & Solicitor
#215-8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Execution Date		
Y	M	D
17	02	02

Transferor(s) Signature(s)

580049 B.C. LTD. by its authorized signatory:

Print name: Werner Biro

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Judd G. Lambert
Barrister & Solicitor
#215-8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Y	M	D
17	02	02

FERAN INVESTMENTS LTD. by its
authorized signatory:

Print name: Vladimir Ferancik

(as to Priority)

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Judd G. Lambert
Barrister & Solicitor
#215-8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Y	M	D
17	02	02

COOK PLACE APTS. LTD. by its
authorized signatory:

Print name: Werner Biro

(as to Priority)

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Judd G. Lambert
Barrister & Solicitor
#215-8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Y	M	D
17	02	02

W. BIRO CONSTRUCTION LTD. by its
authorized signatory:

Print name: Werner Biro

(as to Priority)

OFFICER CERTIFICATION:

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**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

John R. (Jack) La Van
Barrister & Solicitor
1800-401 West Georgia Street
Vancouver, BC V6B 5A1
TEL. 604-687-1323

Y	M	D
17	02	13

CLARION PROPERTY
CORPORATION by its authorized
signatory:

Print name: Alan Long

(as to Priority)

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
17	02	13

 John R. (Jack) La Van
 Barrister & Solicitor
 1800-401 West Georgia Street
 Vancouver, BC V6B 5A1
 TEL. 604-687-1323

PARSUM HOLDINGS INC. by its
authorized signatory:

Alan Long

(as to Priority)

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

John R. (Jack) La Van
Barrister & Solicitor
1800-401 West Georgia Street
Vancouver, BC V6B 5A1
TEL. 604-687-1323

Y	M	D
17	02	13

CREST CAPITAL CORPORATION by
its authorized signatory:

Print name: Alan Long

(as to Priority)

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

John R. (Jack) La Van
Barrister & Solicitor
1800-401 West Georgia Street
Vancouver, BC V6B 5A1
TEL. 604-687-1323

Y	M	D
17	02	13

SERIN INVESTMENTS LTD. by its
authorized signatory:

Print name: Alan Long

(as to Priority)

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.

FORM_E_V21

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 9 OF 12 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Transferee (B.C. Hydro)

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Transferee (TELUS)

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting B.C. Hydro statutory right of way herein priority over Mortgage numbers CA5505723, CA5714201 and Assignment of Rents number CA5714202

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting TELUS statutory right of way herein priority over Mortgage numbers CA5505723, CA5714201 and Assignment of Rents number CA5714202

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 10 OF 12 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

580049 B.C. LTD., (Inc. no. BC0580049) (as to Statutory Right of Way)

FERAN INVESTMENTS LTD. (Inc. no. BC0465526); COOK PLACE APTS LTD. (Inc. no. BC0358226); W. BIRO CONSTRUCTION LTD. (Inc. no. BC0217735) (as to Priority)

CLARION PROPERTY CORPORATION (Inc. no. BC0217191); PARSUM HOLDINGS INC. (Inc. no. BC0856722); CREST CAPITAL CORPORATION (Inc. no. BC0473361) and SERIN INVESTMENTS LTD. (Inc. no. BC0183677) (as to Priority)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
333 Dunsmuir Street, Vancouver, BC, V6B 5R3 (As to one Statutory Right of Way)TELUS COMMUNICATIONS INC., (Inc. No. BC1101218)
#1 - 15079 - 64th Avenue, Surrey, BC, V3S 1X9 (As to one Statutory Right of Way)**7. ADDITIONAL OR MODIFIED TERMS:****7.1** The Standard Charge Terms ST020098 provide in section 1.1 that the following terms are as defined in the General Instrument Part 1:

(a) The Area of the Works. The "Area of the Works" means that portion of the Land located within 6 metres of either side of the centre of the alignment of the Works.

(b) The Works. The "Works" means:

- (i) as it relates to the rights and responsibilities of B.C. Hydro, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including underground lines, cables, conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers, including any associated protective installations, and related works; and
- (ii) as it relates to the rights and responsibilities of TELUS, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications and data transmission, including underground lines, cables, conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers, including any associated protective installations, and related works.

PAGE 11 of 12 pages

GRANT OF PRIORITY**RECITALS:**

- A. The Owner (as defined in the attached Statutory Right of Way Agreement, herein the “**SRW Agreement**”) is the registered owner of the Land (as defined in the SRW Agreement);
- B. The Owner granted:
- (a) Feran Investments Ltd., Cook Place Apts. Ltd. and W. Biro Construction Ltd. a mortgage registered against the title to the Land in the Land Title Office under number CA5505723 (together, “**Feran**”); (collectively the “**Feran Charge**”)
- (b) Clarion Property Corporation, Parsum Holdings Inc., Crest Capital Corporation and Serin Investments Ltd. (together, “**Clarion**”) a mortgage and assignment of rents registered against the title to the Land in the Land Title Office under numbers CA5714201 and CA5714202 respectively (collectively, the “**Clarion Charge**”);
- C. By the SRW Agreement, the Owner granted to B.C. Hydro and TELUS (as defined in the SRW Agreement) (collectively, the “**Subsequent Chargeholders**”) the rights of way that are described in the SRW Agreement (collectively, the “**Subsequent Charges**”); and
- D. Section 207 of the *Land Title Act* permits a prior chargeholder to grant priority over a charge to a subsequent chargeholder.

PRIORITY AGREEMENT:

This Priority Agreement is evidence that:

1. in consideration of \$1.00 paid by the Subsequent Chargeholders to Feran (the receipt and sufficiency of which is hereby acknowledged) Feran grants to the Subsequent Chargeholders priority over the Feran Charge and Feran covenants and agrees to subordinate and postpone all its right, title and interest in and to the Land with the intent and with the effect that the interests of the Subsequent Chargeholders in and under the Subsequent Charges are the same as if the Subsequent Charges had been executed, delivered and registered against the title to the Land before registration of the Feran Charge; and

1159298

PAGE 12 of 12 pages

2. in consideration of \$1.00 paid by the Subsequent Chargeholders to Clarion (the receipt and sufficiency of which is hereby acknowledged) Clarion grants to the Subsequent Chargeholders priority over the Clarion Charge and Clarion covenants and agrees to subordinate and postpone all its right, title and interest in and to the Land with the intent and with the effect that the interests of the Subsequent Chargeholders in and under the Subsequent Charges are the same as if the Subsequent Charges had been executed, delivered and registered against the title to the Land before registration of the Clarion Charge.

As evidence of their agreement to be bound by the above terms of this Priority Agreement, the parties described in this Priority Agreement as Feran and Clarion have executed and delivered Part 1 of the *Land Title Act* Form C to which this Priority Agreement is attached and which forms part of this Priority Agreement.

END OF DOCUMENT

1159298

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA6555917

Jan-09-2018 14:58:35.018

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

1515528493 PAGE 1 OF 9 PAGES

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

Juddsen
Gregory Lambert
X2PTAL
Digitally signed by Juddsen
Gregory Lambert X2PTAL
Date: 2018.01.09 12:08:26
-08'00'

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

FORBES BOYLE LAMBERT

LAW CORPORATION

215 - 8171 COOK ROAD

RICHMOND

BC V6Y 3T8

Applicant: Dori-Anna Tomei
File No. 26477 / 580049 BC Ltd.

Document Fees: \$71.58

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

580049 B.C. LTD. (INC. NO. 580049)

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

THE OWNERS, STRATA PLAN EPS4695

#215 - 8171 COOK ROAD

RICHMOND

BRITISH COLUMBIA

V6Y 3T8

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Judd G. Lambert

Barrister & Solicitor

#215 - 8171 Cook Road

Richmond, BC V6Y 3T8

Phone: 604-273-7575

Y	M	D
18	01	09

580049 B.C. LTD.,
by its authorized signatory:

Vladimir Ferancik

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Judd G. Lambert
Barrister & Solicitor
#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Y	M	D
18	01	09

THE OWNERS, STRATA PLAN
EPS4695, by its authorized signatory
(ies):

Vladimir Ferancik

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.

FORM_E_V22

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 9 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
030-333-326	STRATA LOT 6 BLOCK A DISTRICT LOT 211 LILLOOET DISTRICT STRATA PLAN EPS4695
030-333-334	STRATA LOT 7 BLOCK A DISTRICT LOT 211 LILLOOET DISTRICT STRATA PLAN EPS4695
030-333-342	STRATA LOT 8 BLOCK A DISTRICT LOT 211 LILLOOET DISTRICT STRATA PLAN EPS4695
030-333-351	STRATA LOT 9 BLOCK A DISTRICT LOT 211 LILLOOET DISTRICT STRATA PLAN EPS4695
030-333-377	STRATA LOT 11 BLOCK A DISTRICT LOT 211 LILLOOET DISTRICT STRATA PLAN EPS4695
030-333-385	STRATA LOT 12 BLOCK A DISTRICT LOT 211 LILLOOET DISTRICT STRATA PLAN EPS4695
030-333-393	STRATA LOT 13 BLOCK A DISTRICT LOT 211 LILLOOET DISTRICT STRATA PLAN EPS4695
030-259-053	LOT B, DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP74427

FORM_E_V22

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 9 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		over part shown on Plan EPP78097 Dominant Lot: Common Property Strata Plan EPS4695

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

TERMS OF INSTRUMENT - PART 2
EASEMENT
(Sanitary Sewer – Access and Maintenance)

BETWEEN:

580049 B.C. LTD., INC. NO. BC0580049

c/o 215 – 8171 Cook Road
Richmond, BC V6Y 3T8

(the "Grantor")

OF THE FIRST PART

AND:

THE OWNERS, STRATA PLAN EPS4695,

c/o 215 – 8171 Cook Road
Richmond, BC V6Y 3T8

(the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner of those Lands and premises in the Village of Pemberton, in the Province of British Columbia, known and described as:

Parcel Identifier: 030-333-326
Strata Lot 6 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-334
Strata Lot 7 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-342
Strata Lot 8 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-351
Strata Lot 9 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-377
Strata Lot 11 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-385
Strata Lot 12 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-393
Strata Lot 13 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-259-053
Lot B, District Lot 211 Lillooet District Plan EPP74427

(the "Servient Tenement Lots")

B. The Grantee is responsible for managing and maintaining the common property of Strata Plan EPS4695 (the "Dominant Tenement")

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

C. A sanitary sewer system has been or will be constructed and installed on portions of the Lands (hereinafter referred to as the "Sanitary Sewer System").

D. The Grantor has agreed to grant to the Grantee an easement upon or through those portions of the Lands shown outlined on Explanatory Plan No. EPP78097 attached hereto as Schedule A, (the "Easement Area") for the purposes of accessing and maintaining the Sanitary Sewer System.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of ONE (\$1.00) DOLLAR now paid to the Grantor by the Grantee (the receipt of which is hereby acknowledged) the parties agree as follows:

1. The Grantor as "Servient Tenement" owner of the Servient Tenement Lots does hereby grant in favour of the Grantee as "Dominant Tenement" and owner of the Dominant Tenement the full, free and unrestricted right and liberty to construct, maintain, repair, replace or renew any or all of the Sanitary Sewer System, over and upon those portions of the Servient Tenement Lots contained within the Easement Area.

2. All covenants in the Grantor hereunder and any and all rights, duties or responsibilities of the Grantor as specified herein shall be and be deemed to be granted in respect to each of the Servient Tenement Lot in favour of or in respect of the Grantee as Dominant Tenement owner of each of the Dominant Tenement related to such Servient Tenement Lot as specified aforesaid.

3. The Grantor covenants, agrees and grants unto the Grantees, their servants, agents, tenants, invitees and licensees the full free and uninterrupted right, license, liberty, easement, privilege and permission at all times to allow sanitary drainage to flow through the Sanitary Sewer System installed by the Grantee within the Easement Area.

4. The Grantor for purposes aforesaid grants to each of the Grantee as Dominant Tenement owners:

The right to enter upon and have full and uninterrupted access at all times over, through and under the Easement Area with or without workmen, vehicles and equipment, for the purpose of repairing, cleaning and otherwise servicing the aforementioned Sanitary Sewer System.

5. The Grantor covenants with the Grantee and the Grantor covenants with each other Grantor:

(a) that no building, structure, fence, foundation, pavement, excavation, well, pile of material or obstruction shall be made, placed, erected or maintained on any

portion of the Easement Area and that no growth, except lawn grass, shall be planted upon the Easement Area.

- (b) that no residence shall be made, placed, erected or maintained within the Easement Area as hereinbefore described.
- (c) that the Grantor shall not do or knowingly permit to be done any act or thing which will interfere with or obstruct the Sanitary Sewer System.
- (d) that the Grantor shall not disturb, reshape, modify or in any way alter any portion of the finished ground surface of the Easement Area.
- (e) that the Grantor will not diminish the soil cover over any portion of the Easement Area.

6. The Grantee covenants with the Grantor to:

- (a) as far as reasonably necessary, carry out or cause to be carried out the maintenance, repair, cleaning, renewal, replacement and/or otherwise servicing of the Sanitary Sewer System located within the Easement Area in a proper and workmanlike manner.
- (b) to repair any damage to the Easement Area occasioned by its use of the easement.

7. The Grantor and Grantee hereby covenant and agree each with the other and the Grantee covenants and agrees with each other Grantee to save harmless and indemnify the other from any breach or default of any covenant hereunder until such time as their respective rights, interest, liberties, duties, obligations and covenants are assigned, transferred, devolved or otherwise alienated.

8. The Grantor and Grantee covenant and agree each with the other and the Grantee covenants and agrees with each other Grantee to obtain from any prospective grantee, purchaser, leaseholder, tenant or other transferee of any of the lots referred to herein an agreement to be bound by the terms of the Agreement.

9. It is mutually understood and agreed by and between the parties hereto that this agreement and the covenants herein contained shall be construed as running with the Lands.

10. It is understood and agreed that nothing herein contained shall be interpreted so as to restrict or prevent the Grantor or Grantee from using the Easement Area in any manner which does not interfere with the security or efficient functioning of or unobstructed access to the Sanitary Sewer System.

11. The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true meaning of this Agreement.

12. This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, executors, successors, administrators and assigns.

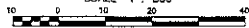
13. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

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

REFERENCE PLAN OF PARTS OF STRATA LOTS 6, 7, 8, 9, 11, 12, 13, STRATA PLAN EPS4695 AND LOT B, PLAN EPP74427, ALL OF DISTRICT LOT 211, LILLOOET DISTRICT

PLAN EPP78097

FOR EASEMENT PURPOSES
PURSUANT TO SECTION 99(1)(e) of the *LAND TITLE ACT*.
BCGS 92J.037
SCALE 1 : 500



LEGEND

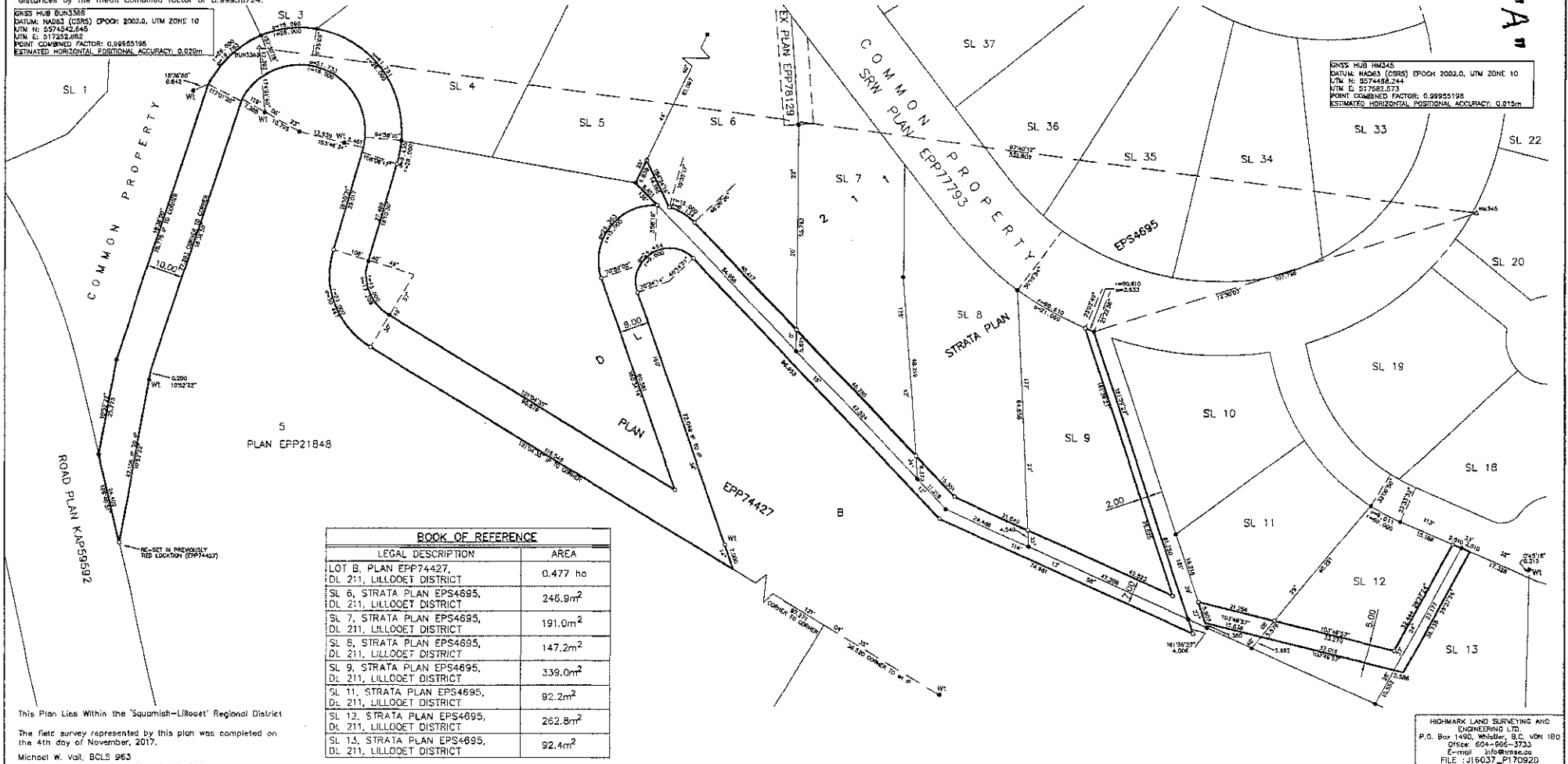
Note:
This plan shows one or more witness post(s) which are not set on the true corner.

- | FOUND | PLACED |
|------------------------------------|--------|
| Standard Iron Post | • |
| Traverse Hub | ◊ |
| Global Navigation Satellite System | GNSS |

The intended plot size of this plan is 560mm in height by 864mm in width (D size) when plotted at a scale of 1 : 500
Grid bearings are derived from GNSS observations and are referred to the central meridian of Zone 10 (123° W).
The UTM coordinates and estimated network accuracy (0.020 metres) are derived from 2.5 hours of dual frequency GNSS observations processed using Precise Point Positioning Service of Natural Resources Canada.
This plan shows horizontal ground-level distances based on a mean ellipsoidal elevation of 230.00 metres. To compute grid distances, multiply ground-level distances by the mean combined factor of 0.99956724.

GNSS HUB BUN3365
DATUM: NAD83 (CSRS) EPOCH: 2002.0, UTM ZONE 10
UTM N: 5574542.645
UTM E: 517232.882
POINT COMBINED FACTOR: 0.99955198
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.020m

GNSS HUB HM345
DATUM: NAD83 (CSRS) EPOCH: 2002.0, UTM ZONE 10
UTM N: 5574482.244
UTM E: 517282.573
POINT COMBINED FACTOR: 0.99955198
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.015m



BOOK OF REFERENCE	
LEGAL DESCRIPTION	AREA
LOT B, PLAN EPP74427, DL 211, LILLOOET DISTRICT	0.477 ha
SL 6, STRATA PLAN EPS4695, DL 211, LILLOOET DISTRICT	246.9m ²
SL 7, STRATA PLAN EPS4695, DL 211, LILLOOET DISTRICT	191.0m ²
SL 8, STRATA PLAN EPS4695, DL 211, LILLOOET DISTRICT	147.2m ²
SL 9, STRATA PLAN EPS4695, DL 211, LILLOOET DISTRICT	339.0m ²
SL 11, STRATA PLAN EPS4695, DL 211, LILLOOET DISTRICT	92.2m ²
SL 12, STRATA PLAN EPS4695, DL 211, LILLOOET DISTRICT	262.8m ²
SL 13, STRATA PLAN EPS4695, DL 211, LILLOOET DISTRICT	92.4m ²

This Plan Lies Within the 'Squamish-Lillooet' Regional District
The field survey represented by this plan was completed on the 4th day of November, 2017.
Michael W. Vail, BCLS 963

HIGHMARK LAND SURVEYING AND ENGINEERING LTD.
P.O. Box 1490, Westside, B.C., V6N 1B0
Office: 604-666-3733
E-mail: info@hmls.ca
FILE: J115637_P170920

SCHEDULE "A"

**STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA**

1515532761

PAGE 1 OF 8 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Juddsen Gregory
Lambert X2PTAL
Digitally signed by Juddsen Gregory Lambert X2PTAL
Date: 2018.01.09 13:19:34 -08'00'

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

**FORBES BOYLE LAMBERT
LAW CORPORATION
215 - 8171 COOK ROAD
RICHMOND**

BC V6Y 3T8

**Applicant: Dori-Anna Tomei
File No. 26477**

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-E Certificate of Strata Corporation

LTO Document Reference:

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

NO PID NMBR COMMON PROPERTY STRATA PLAN EPS4695

Related Plan Number: **EPS4695**

Strata Property Act

Form E

CERTIFICATE OF STRATA CORPORATION

(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283)

CERTIFICATE FOR SECTION 78, 79, 80, 214, 257, 259, 261, 262, 263 OR 266 OF THE ACT OR SECTION 17.20 OF THE REGULATION

The Owners, Strata Plan No. EPS4695 certify that a resolution referred to in Sections 80 of the *Strata Property Act* was passed by a unanimous vote at an annual or special general meeting held on January 9, 2018 and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purposes 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* or the *Strata Property Regulation*, and the instrument conforms to the resolution.



Print name: Vladimir Ferancik

Signature of Second Council Member
(not required if council consists of only one member)

Print name: _____

STRATA PROPERTY ACT (SECTIONS 78 & 80) RESOLUTION OF

The Owners, Strata Plan EPS4695

Accepting
Sanitary Sewer Easement

RESOLVED is a unanimous resolution that:

1. The Owners, Strata Plan EPS4695, on behalf of the owners hereby agree to accept a Sanitary Sewer Easement in the form attached hereto over the Common Property; and
2. Be it further resolved that any member be and is hereby authorized to execute the Easement on behalf of The Owners, Strata Plan EPS4695.

DATED this 9th day of January, 2018.

THE OWNERS, STRATA PLAN
EPS4695

By:



- being all the members of the strata council for Strata Plan EPS4695

TERMS OF INSTRUMENT - PART 2
EASEMENT
(Sanitary Sewer – Access and Maintenance)

BETWEEN:

580049 B.C. LTD., INC. NO. BC0580049

c/o 215 – 8171 Cook Road
Richmond, BC V6Y 3T8

(the "Grantor")

OF THE FIRST PART

AND:

THE OWNERS, STRATA PLAN EPS4695,

c/o 215 – 8171 Cook Road
Richmond, BC V6Y 3T8

(the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner of those Lands and premises in the Village of Pemberton, in the Province of British Columbia, known and described as:

Parcel Identifier: 030-333-326
Strata Lot 6 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-334
Strata Lot 7 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-342
Strata Lot 8 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-351
Strata Lot 9 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-377
Strata Lot 11 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-385
Strata Lot 12 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-333-393
Strata Lot 13 Block A District Lot 211 Lillooet District Strata Plan EPS4695

Parcel Identifier: 030-259-053
Lot B, District Lot 211 Lillooet District Plan EPP74427

(the "Servient Tenement Lots")

B. The Grantee is responsible for managing and maintaining the common property of Strata Plan EPS4695 (the "Dominant Tenement")

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

C. A sanitary sewer system has been or will be constructed and installed on portions of the Lands (hereinafter referred to as the "Sanitary Sewer System").

D. The Grantor has agreed to grant to the Grantee an easement upon or through those portions of the Lands shown outlined on Explanatory Plan No. EPP78097 attached hereto as Schedule A, (the "Easement Area") for the purposes of accessing and maintaining the Sanitary Sewer System.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of ONE (\$1.00) DOLLAR now paid to the Grantor by the Grantee (the receipt of which is hereby acknowledged) the parties agree as follows:

1. The Grantor as "Servient Tenement" owner of the Servient Tenement Lots does hereby grant in favour of the Grantee as "Dominant Tenement" and owner of the Dominant Tenement the full, free and unrestricted right and liberty to construct, maintain, repair, replace or renew any or all of the Sanitary Sewer System, over and upon those portions of the Servient Tenement Lots contained within the Easement Area.

2. All covenants in the Grantor hereunder and any and all rights, duties or responsibilities of the Grantor as specified herein shall be and be deemed to be granted in respect to each of the Servient Tenement Lot in favour of or in respect of the Grantee as Dominant Tenement owner of each of the Dominant Tenement related to such Servient Tenement Lot as specified aforesaid.

3. The Grantor covenants, agrees and grants unto the Grantees, their servants, agents, tenants, invitees and licensees the full free and uninterrupted right, license, liberty, easement, privilege and permission at all times to allow sanitary drainage to flow through the Sanitary Sewer System installed by the Grantee within the Easement Area.

4. The Grantor for purposes aforesaid grants to each of the Grantee as Dominant Tenement owners:

The right to enter upon and have full and uninterrupted access at all times over, through and under the Easement Area with or without workmen, vehicles and equipment, for the purpose of repairing, cleaning and otherwise servicing the aforementioned Sanitary Sewer System.

5. The Grantor covenants with the Grantee and the Grantor covenants with each other Grantor:

(a) that no building, structure, fence, foundation, pavement, excavation, well, pile of material or obstruction shall be made, placed, erected or maintained on any

portion of the Easement Area and that no growth, except lawn grass, shall be planted upon the Easement Area.

- (b) that no residence shall be made, placed, erected or maintained within the Easement Area as hereinbefore described.
 - (c) that the Grantor shall not do or knowingly permit to be done any act or thing which will interfere with or obstruct the Sanitary Sewer System.
 - (d) that the Grantor shall not disturb, reshape, modify or in any way alter any portion of the finished ground surface of the Easement Area.
 - (e) that the Grantor will not diminish the soil cover over any portion of the Easement Area.
6. The Grantee covenants with the Grantor to:
- (a) as far as reasonably necessary, carry out or cause to be carried out the maintenance, repair, cleaning, renewal, replacement and/or otherwise servicing of the Sanitary Sewer System located within the Easement Area in a proper and workmanlike manner.
 - (b) to repair any damage to the Easement Area occasioned by its use of the easement.
7. The Grantor and Grantee hereby covenant and agree each with the other and the Grantee covenants and agrees with each other Grantee to save harmless and indemnify the other from any breach or default of any covenant hereunder until such time as their respective rights, interest, liberties, duties, obligations and covenants are assigned, transferred, devolved or otherwise alienated.
8. The Grantor and Grantee covenant and agree each with the other and the Grantee covenants and agrees with each other Grantee to obtain from any prospective grantee, purchaser, leaseholder, tenant or other transferee of any of the lots referred to herein an agreement to be bound by the terms of the Agreement.
9. It is mutually understood and agreed by and between the parties hereto that this agreement and the covenants herein contained shall be construed as running with the Lands.
10. It is understood and agreed that nothing herein contained shall be interpreted so as to restrict or prevent the Grantor or Grantee from using the Easement Area in any manner which does not interfere with the security or efficient functioning of or unobstructed access to the Sanitary Sewer System.
11. The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true meaning of this Agreement.
12. This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, executors, successors, administrators and assigns.

13. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

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

KAMLOOPS LAND TITLE OFFICE

Aug-09-2018 12:08:09.003

CA6987764

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 9 PAGES

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

Sunjeet Kaur Grewal 6RG4LP
Digitally signed by Sunjeet Kaur Grewal 6RG4LP
Date: 2018.08.09 12:00:35 -07'00'

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

BENNETT JONES LLP

Barristers and Solicitors

Suite 2200 - 1055 West Hastings Street

Vancouver

BC V6E 2E9

Phone: 604-891-5180

File: 79059-1/MVL/cdb

Doc: 20523503 / 20434459

Document Fees: \$71.58

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

030-259-053

LOT B DISTRICT LOT 211 LILLOET DISTRICT PLAN EPP74427

STC? YES []

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) [] Filed Standard Charge Terms D.F. No.

(b) [checked] Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

580049 B.C. LTD. (INC. NO. BC0580049)

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

SUNSTONE RIDGE DEVELOPMENTS LTD.

701 - 1155 ROBSON STREET

VANCOUVER

V6E 1B5

BRITISH COLUMBIA

CANADA

Incorporation No

BC0857673

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

DONALD S. BOYLE

Barrister & Solicitor

215 - 8171 Cook Road

Richmond, BC V6Y 3T8

(as to both signatures)

Execution Date

Table with 3 columns: Y, M, D. Values: 18, 07, 25

Transferor(s) Signature(s)

580049 B.C LTD., by its authorized signatories:

Name: WERNER BIRO

Name: VLADIMIR FERANCIK

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

SUNJEET GREWAL

Barrister & Solicitor

Suite 2200, 1055 West Hastings Street
Vancouver, BC V6E 2E9
Phone: 604-891-5180

Y	M	D
18	08	03

SUNSTONE RIDGE DEVELOPMENTS LTD., by its authorized signatory:

Nyal Wilcox

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.

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 9 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		as to Part on Plan EPP84151 as to following Dominant Lands: (1) PID 030-329-621 Lot 2 Plan EPP72101; (2) PID 030-329-639 Lot 3 Plan EPP72101 (3) PID 030-329-647 Lot 4 Plan EPP72101; (4) PID 030-498-171 Lot A Plan EPP82372; (5) PID 030-498-180 Lot B Plan EPP82372, all of DL 211 Lillooet District

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

TERMS OF INSTRUMENT – PART 2**WORKS AND SERVICES EASEMENT**

This Works and Services Easement (the "**Agreement**") is dated July ____, 2018,

BETWEEN:

580049 B.C. Ltd., 215-8171 Cook Road, Richmond, BC, V6Y 3T8

(the "**Grantor**")

AND:

Sunstone Ridge Developments Ltd.
701-1155 Robson Street, Vancouver, BC, V6E 1B5

(the "**Grantee**")

WHEREAS:

- A. The Grantor is the registered owner in fee simple of those lands and premises owned by the Grantee in Pemberton, BC, and legally described as PID 030-259-053, Lot B District Lot 211 Lillooet District Plan EPP74427 (the "**Servient Tenement**");
- B. The Grantee is the registered owner in fee simple of those lands and premises owned by the Grantee in Pemberton, BC, and legally described as:
- a. PID 030-329-621, Lot 2 DL 211 Lillooet District Plan EPP72101;
 - b. PID 030-329-639, Lot 3 DL 211 Lillooet District Plan EPP72101;
 - c. PID 030-329-647, Lot 4 DL 211 Lillooet District Plan EPP72101;
 - d. PID 030-498-171, Lot A DL 211 Lillooet District Plan EPP82372; and
 - e. PID 030-498-180, Lot B DL 211 Lillooet District Plan EPP82372,
- (collectively, the "**Dominant Tenement**"); and
- C. The Grantee wishes to be granted the free, uninterrupted and unobstructed right and easement in perpetuity over a portion of the Servient Tenement (the "**Easement Area**") shown outlined in heavy line on Plan EPP84151, a copy of which is attached hereto as Schedule A, in order excavate, install, construct, place, repair, maintain, alter, operate, replace, service and remove any storm sewers, water-mains, manholes, pipes, pressure reduction valves and related equipment, pressure reduction valve station, ducts, conduits, equipment, apparatus and wires, power poles or underground wiring to the pressure reduction valve station as necessary (the "**Works and Services**") within the Easement Area for the purpose of servicing the Dominant Tenement, and the Grantor is prepared to grant such rights and easement to the Grantee in respect thereof on the terms and conditions herein contained.

NOW THEREFORE, in consideration of \$1.00 paid by the Grantee to the Grantor, the premises, the mutual covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree with each other as follows:

1. EASEMENT

1.1 The Grantor, as owner of the Servient Tenement, does hereby grant, convey and confirm unto the Grantee, as registered owner of the Dominant Tenement, and its respective servants, agents, licencees, contractors and subcontractors, the full, free, unobstructed and uninterrupted right, licence, liberty, privilege, permission and easement in perpetuity to enter on, over, within and through the Easement Area at all times and from time to time, in common with the Grantor, with or without equipment, chattels, and vehicles for the following purposes:

- (a) to excavate, install, construct, place, repair, maintain, alter, operate, replace, service and remove the Works and Services within the Easement Area for the purpose of servicing the Dominant Tenement; and
- (b) to do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this paragraph 1.1.

1.2 The easement granted in paragraph 1.1 will be appurtenant to and for the benefit of the Dominant Tenement and will charge and be a burden upon and run with the Servient Tenement.

1.3 Notwithstanding paragraph 1.1, upon:

- (a) the Grantor granting in favour of the Village of Pemberton (the "**Village**") a statutory right of way over the Easement Area on terms substantively the same as those herein contained or as otherwise satisfactory to the Village (the "**Replacement SRW**"); and
- (b) the Village confirming to the Grantee in writing that the Grantee can exercise the Village's rights under and pursuant to the Replacement SRW gain access over the Easement Area for the purposes set out in paragraph 1.1,

(collectively, the "**Discharge Preconditions**"),

and provided that the Grantee has not first subdivided the Dominant Tenement by way of subdivision plan or strata plan, the Grantee will discharge this Easement from title to the Servient Tenement and such discharge will operate as a termination of this Agreement. If the Grantee subdivides the Dominant Tenement by way of subdivision plan or strata plan before the Discharge Preconditions are satisfied, then the Grantee shall use reasonable efforts to cause this easement to be discharged from the Servient Tenement but shall have no obligation to use all or best efforts to do so.

2. COVENANTS OF THE PARTIES

2.1 The Grantor will not do, permit to be done or omit to do or permit to be done any act or thing within its control which will unreasonably interfere with the exercise by the Grantee

of the rights hereunder or damage or interfere with any part of the Grantee's rights and performance pertaining to the Works and Services and to this Agreement.

2.2 The Grantee will:

- (a) utilize the Servient Tenement only for the purposes permitted by paragraph 1.1 and will cause as little interference with the Grantor's use and enjoyment of the Servient Tenement as possible;
- (b) construct and install the Works and Services at a subgrade depth at an elevation to accommodate the future construction of a road in the Easement Area by the Grantor without modification of the elevation or inclination of the Works and Services;
- (c) construct and install the Works and Services in accordance with the plans and specifications prepared by Webster Engineering Design, a copy of which the Grantee will provide to the Grantor within 30 days of the registration of this Agreement at the Land Title Office, and approved by the Village, such plans and specifications to include the proposed road and the Works and Services, all at elevations and inclinations to meet the requirements of all governing authorities; and
- (d) upon completion of the construction and installation of the Works and Services, the Grantee shall provide to the Grantor (at the Grantee's expense) a copy of "as built" drawings showing the location of the Works and Services as constructed and installed on the Servient Tenement.

2.3 The Grantee shall, in exercise of the easement and other rights hereby granted, at all times act reasonably and with due consideration for the interest of the Grantor and shall cause as little disturbance to the Grantor and all others having access to and over the Easement Area as is reasonably possible.

2.4 The Grantee covenants and agrees to indemnify and save harmless the Grantor and its successors from and against any and all costs, expenses, liabilities, and damages suffered or incurred by the Grantor and its successors (the "**Claims**") as a result of the use of the Servient Tenement by the Grantee, its servants, agents, contractors, subcontractors, employees, invitees, licencees and any other persons permitted by the Grantee while exercising the rights of the Grantee hereunder, except in the case of negligence or wilful misconduct of the Grantor or those for whom the Grantor is responsible at law, and provided always that the Grantee shall have no obligation to so indemnify and save harmless the Grantor and its successors or make any payments resulting from any Claims if the Grantor has not provided written notice of demand to the Grantee thereof within two years of discovery of such Claims.

3. MISCELLANEOUS

3.1 If any provision or provisions herein contained shall be found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions shall be deleted herefrom and this Agreement shall thereafter be construed as though such provision or provisions were never herein contained.

- 3.2 No supplement or amendment, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the parties.
- 3.3 This Agreement shall charge and run with each Servient Tenement charged hereby and shall be binding upon the Grantor and its respective successors and assigns and all parties claiming through it, and this easement shall be appurtenant to each Dominant Tenement benefitting hereby and every part into which it may be subdivided from time to time, and enure to the benefit of the Grantee and its respective successors and assigns and all parties claiming through it.
- 3.4 Time is of the essence in the performance of each obligation under this Agreement.
- 3.5 Each party will, at the expense of the party requesting such further agreement or other document, execute and deliver such further agreements and other documents and do such further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.
- 3.6 This Agreement constitutes the entire agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.
- 3.7 If either the Grantee or the Grantor is comprised of more than one legal entity or person, all of the obligations and liabilities of such party shall be the obligations and liabilities of each legal entity or person comprising such party, jointly and severally.
- 3.8 The covenants of the Grantee contained herein shall be personal and be binding upon the Grantee only during its ownership of any interest in the Dominant Tenement, with the intent that, upon the Grantee no longer having an interest in any portion of the Dominant Tenement, the Grantee shall be freed and discharged from the observance and performance thereafter of the covenants of the Grantee in respect of the Dominant Tenement to which the Grantee no longer has an interest.
- 3.9 Upon receiving a written request from the Grantor to discharge this easement from the Servient Tenement, the Grantee shall execute and deliver in registrable form to the Grantor a discharge of this Agreement from the Servient Tenement.

4. NOTICES

- 4.1 Every notice, request, demand or direction to be given pursuant to this Agreement by any party to another will be in writing and will be delivered, sent by registered or certified mail postage prepaid and mailed in any government post office in British Columbia or by facsimile, e-mail or other similar form of electronic communication, in each case, addressed to the parties at their addresses shown above, or to such other address in British Columbia as is specified by the particular party by notice to the other.
- 4.2 Any notice delivered or sent in accordance with paragraph 4.1 will be deemed to have been given and received:
- (a) if delivered, on the day of delivery;

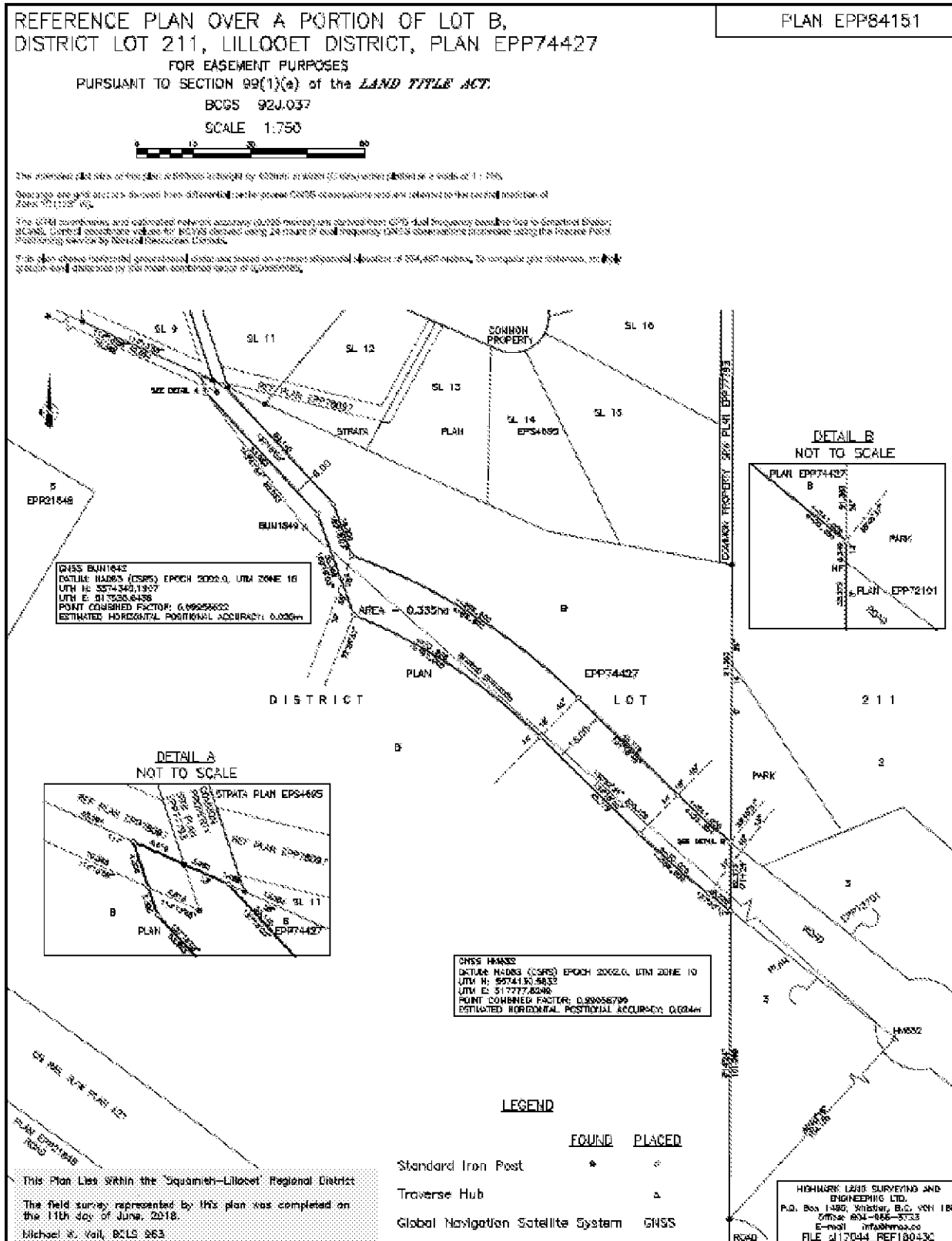
- (b) if mailed, on the earlier of the day of receipt and the third Business Day after the day of mailing; or
- (c) if sent by facsimile, e-mail or other similar form of electronic communication, then on the first Business Day following the date of transmittal.

"Business Day" means any day from Monday to Friday (inclusive), except statutory holidays in the Province of British Columbia.

- 4.3 If a notice is sent or proposed to be sent by mail and mail service between the point of mailing and the destination is interrupted by strike, slowdown, force majeure or other cause before the time of mailing or if mailed, prior to receipt pursuant to paragraph 4.2, the notice shall not be deemed to be received until actually received, and the party sending the notice shall use another service which has not been so interrupted or shall deliver the notice in order to ensure prompt receipt.
- 4.4 Any notice given pursuant hereto shall make specific reference to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above on the Form C to which this Agreement is attached and which is a part hereof.

SCHEDULE A



KAMLOOPS LAND TITLE OFFICE

Nov-19-2018 09:39:05.001

CA7195407 CA7195408

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 10 PAGES

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

Mark Victor Lewis UQBS3Z
Digitally signed by Mark Victor Lewis UQBS3Z
Date: 2018.11.19 09:29:46 -08'00'

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

BENNETT JONES LLP

Barristers and Solicitors

Suite 2200 - 1055 West Hastings Street

Vancouver

BC V6E 2E9

Phone: 604-891-5180

File No.: 79059-1/ Mark V. Lewis

Doc No.: 20377947

Document Fees: \$143.16

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

030-259-053

LOT B DISTRICT LOT 211 LILLOET DISTRICT PLAN EPP74427

STC? YES []

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) [] Filed Standard Charge Terms D.F. No.

(b) [checked] Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

VILLAGE OF PEMBERTON

7400 PROSPECT STREET

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

MELISSA SUTHERLAND - Reception
Commissioner for Taking Affidavits
for the Village of Pemberton in the
Province of BC
PO Box 100-7400 Prospect St
Pemberton BC 604-894-6135

Table with 3 columns: Y, M, D. Values: 18, 08, 08

VILLAGE OF PEMBERTON, by its
authorized signatories:

Print Name: Mike Richman, Mayor

Print Name: Nikki Gilmore, CAO

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

DONALD S. BOYLE
Barrister & Solicitor
215 - 8171 Cook Road
Richmond, BC V6Y 3T8

Y	M	D
18	11	15
18	11	15
18	11	15

580049 B.C. Ltd., by its authorized signatory(ies):

Print Name: WARREN BIRO

Print Name: MARITA DYCK

DONALD S. BOYLE
Barrister & Solicitor
215 - 8171 Cook Road
Richmond, BC V6Y 3T8

FERAN INVESTMENTS LTD., by its authorized signatory(ies):

Print Name: VLADIMIR FERANCIK

Print Name:

DONALD S. BOYLE
Barrister & Solicitor
215 - 8171 Cook Road
Richmond, BC V6Y 3T8

COOK PLACE APTS. LTD., by its authorized signatory(ies):

Print Name: WARREN BIRO

Print Name: MARITA DYCK

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

DONALD S. BOYLE
Barrister & Solicitor
215 - 8171 Cook Road
Richmond, BC V6Y 3T8

Y	M	D
18	11	15

W. BIRO CONSTRUCTION LTD., by its
authorized signatory(ies):

Print Name: WARREN BIRO

Print Name:

OFFICER CERTIFICATION:

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

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 10 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Modification	CA4950098	Modification of Covenant

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the above Modification of Covenant priority over Mortgage CA5505723 (See Page 10)

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 10 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

580049 B.C. Ltd. (Inc. No. BC0580049)

FERAN INVESTMENTS LTD. (Inc. No. BC0465526), as to an undivided 46666/100000 interest
COOK PLACE APTS. LTD. (Inc. No. BC0358226), as to an undivided 26667/100000 interest
W. BIRO CONSTRUCTION LTD. (Inc. No. BC0217735), as to an undivided 26667/100000 interest
(as to Priority)

LAND TITLE ACT
TERMS OF INSTRUMENT - PART 2

MODIFICATION AGREEMENT

THIS AGREEMENT MADE THIS 26th day of June, 2018,

BETWEEN:

580049 B.C. LTD.
106-1656 Martin Drive
Surrey, BC V4A 6E7

(the "Owner")

AND:

VILLAGE OF PEMBERTON
7400 Prospect Street
Pemberton, BC V0N 2L0

(the "Village")

WITNESSES THAT WHEREAS:

- A. The Owner was the registered owner of certain land and premises located within the Village of Pemberton, British Columbia, and are legally described as:
- (a) Parcel Identifier: 028-961-048
Lot 2 District Lot 211 Lillooet District Plan EPP21848; and
 - (b) Parcel Identifier: 028-961-064
Lot 3 District Lot 211 Lillooet District Plan EPP21848
- (collectively, the "Parent Parcels");
- B. The Owner entered into a covenant agreement (the "Covenant") with the Village pursuant to Section 219 of the Land Title Act, R.S.B.C. 1996 c.250 which was registered against titles to the Parent Parcels in the Land Title Office on January 26, 2016 under charge number CA4950098 as a condition of the Village of Pemberton Bylaw No. 790, 2015 (the "Zoning Bylaw") in order to develop a comprehensive mixed use development on the Parent Parcels (the "Development");
- C. The Parent Parcels were subdivided by Plan EPP74427 creating Lot A and Lot B (with no remainder lands);
- D. Subsequently, Lot A was further subdivided by Strata Plan EPS4695 creating forty-four (44) strata lots (the "Strata Lots");
- E. An application has been made to discharge the Covenant from titles to the Strata Lots and is now only applicable to Lot B; and

- F. The Village and the Owner have agreed to modify the Covenant on the terms and conditions herein contained.

NOW THEREFORE, in consideration of each party agreeing to modify the Covenant as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), the Owner and the Village hereby covenant and agree as follows:

1.0 MODIFICATION TO THE COVENANT

1.1 The Covenant is modified as follows:

- (a) Section 2.4(a)(iii) is deleted in its entirety;
- (b) Section 2.4(b) is amended by deleting the words "the Noise Analysis, the Vibration Evaluation,"; and
- (c) Schedule "B" is deleted in its entirety and replaced with the Schedule "B" attached hereto.

2.0 INTERPRETATION

2.1 Nothing contained or implied in this Agreement may prejudice or affect the rights and powers of the Village in the exercise of its functions under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised in relation to the Land as if this Modification had not be executed and delivered by the Owner.

2.2 This Agreement does not:

- (a) affect or limit any enactment applying to the Land; or
- (b) relieve the Owner from complying with any enactment.

2.3 All terms used in this Agreement which are defined in the Covenant will have the meaning ascribed to such terms in the Covenant unless defined in this Agreement or the context otherwise requires.

2.4 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

2.5 The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

2.6 Time is of the essence of this Agreement.

2.7 Wherever the singular or masculine is used in this Agreement, the same will be construed as meaning the plural, feminine or the body politic or corporate where the context or the parties so require.

2.8 Headings are for convenience only and are not to affect the construction or interpretation of this Agreement.

- 2.9 If any section, 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 will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.
- 2.10 This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by signing the General Instrument Part I attached hereto as of the date first above written on the said instrument.

SCHEDULE " B "

Amenities, Works and Services

Elements	Description	Phase
Voluntary Community Amenity Contribution	Provide cash contribution of \$9,165.00 per lot for single-residential dwelling purposes comprising less than 20,000 square metres that may result from subdivision of the Land, to be retained by the Village in a municipal reserve fund for the purpose of recreation infrastructure	All
Voluntary Community Amenity Contribution	Provide cash contribution of \$6,110.00 per dwelling unit for any duplex residential, townhouse, apartment or other multi-family development comprising less than 20,000 square metres that may result from subdivision of the Land, to be retained by the Village in a municipal reserve fund for the purpose of recreation infrastructure	All
Traffic Calming Measures	Incorporate speed bumps and roundabouts into highway design in order to mitigate the impact of vehicular traffic associated with development on the Land	All
Improvements to Highways	Improve the Pemberton Farm Road East, south of the CN railway line crossing to Highway 99, to municipal standards	1
Improvements to Highways	Improve sightlines at the Pemberton Farm Road East Crossing	1
Improvements to Highways	Address risks associated with industrial activity on Forest Service Road through signage and other means, to the satisfaction of the Village	1
Community Linkages/ Connectivity of Trails	Dedicate one or more statutory rights of way, in accordance with the Pedestrian and Bicycle Trail Plan, in favour of and to the satisfaction of the Village	All
Transit Stops	Construct additional transit stops in proximity to the Development to the satisfaction of the Village	1
Solid Waste Management	Provide a plan for on-site waste, recycling and organics collection that is consistent with the Squamish Lillooet Regional District's Solid Waste Management Plan. If such services are to be provided by the Village, then curbside collection requirements must be taken into account in the design of strata roads, driveways, and on-street parking	All
Measures to Reduce Greenhouse Gas Emissions ("GHG")	Undertake measures to reduce GHG in accordance with the Green Energy Plan	All

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means Mortgage CA5505723;
- (b) "Existing Chargeholder" means FERAN INVESTMENTS LTD., COOK PLACE APTS. LTD., and W. BIRO CONSTRUCTION LTD.;
- (c) "New Charge" means the Modification of Section 219 Covenant CA4950098 contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges to the Village; and
- (ii) agrees with the Village that the New Charges charge the Land in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Land, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE

Dec-11-2018 14:19:40.001

CA7243289 CA7243292

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 7 PAGES

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

Alan Ives
Chim RKXS11

c=CA, cn=Alan Ives Chim
RKXS11, o=Lawyer,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=RKXS11

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

Stacey Borud, agent for
British Columbia Hydro and Power Authority
12th Floor - 333 Dunsmuir Street
Vancouver BC V6B 5R3
Document Fees: \$286.32

Telephone: (604) 623-4568
File: 409-1602.0(509) 2 1 November 2018
Work Task: 1184168 TRI BUE 6m

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]
030-259-053 LOT B DISTRICT LOT 211 LILLOET DISTRICT PLAN EPP74427

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) Filed Standard Charge Terms D.F. No. **ST020098** (b) Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

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

Officer Signature(s)

JUDD G. LAMBERT
Barrister & Solicitor
#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Execution Date		
Y	M	D
18	12	06

Transferor(s) Signature(s)

580049 B.C. LTD., by its authorized signatory(ies):

Print Name: WARREN BIRO

Print Name:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

JUDD G. LAMBERT
Barrister & Solicitor
#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Y	M	D
18	12	06

FERAN INVESTMENTS LTD., by its
authorized signatory(ies):

Print Name: VLADIMIR FERANCIK

Print Name:

(as to priority)

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

JUDD G. LAMBERT

Barrister & Solicitor

#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Y	M	D
18	12	06

COOK PLACE APTS. LTD., by its
authorized signatory(ies):

Print Name: WARREN BIRO

Print Name:

(as to priority)

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

JUDD G. LAMBERT

Y	M	D
18	12	06

W. BIRO CONSTRUCTION LTD., by its
authorized signatory(ies):

Barrister & Solicitor

#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Print Name: WARREN BIRO

Print Name:

(as to priority)

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.

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 7 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Transferee (B.C. Hydro)

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Transferee (TELUS)

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting B.C. Hydro Statutory Right of Way herein priority over Mortgage No. CA5505723

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting TELUS Statutory Right of Way herein priority over Mortgage No. CA5505723

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 6 OF 7 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

580049 B.C. LTD., INC. NO. BC0580049

(As to Statutory Rights of Way)

FERAN INVESTMENTS LTD., INC. NO. BC0465526;
COOK PLACE APTS. LTD., INC. NO. BC0358226; AND
W. BIRO CONSTRUCTION LTD., INC. NO. BC0217735

(As to Priority)

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

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
333 Dunsmuir Street, Vancouver, BC, V6B 5R3

(As to one Statutory Right of Way)

TELUS COMMUNICATIONS INC., (Inc. No. BC1101218)
#1 - 15079 - 64th Avenue, Surrey, BC, V3S 1X9

(As to one Statutory Right of Way)

7. ADDITIONAL OR MODIFIED TERMS:

7.1 The Standard Charge Terms ST020098 provide in section 1.1 that the following terms are as defined in the General Instrument Part 1:

- (a) The Area of the Works. The "Area of the Works" means that portion of the Land located within 6 metres of either side of the centre of the alignment of the Works.
- (b) The Works. The "Works" means:
 - (i) as it relates to the rights and responsibilities of B.C. Hydro, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications, including underground lines, cables, conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers, including any associated protective installations, and related works; and
 - (ii) as it relates to the rights and responsibilities of TELUS, all things and components, in any combination and using any type of technology or means, necessary or convenient for the purpose of telecommunications and data transmission, including underground lines, cables, conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, above ground or underground transformers, including any associated protective installations, and related works.

GRANT OF PRIORITY

RECITALS:

- A. The Owner (as defined in the attached Statutory Right of Way Agreement, herein the “**SRW Agreement**”) is the registered owner of the Land (as defined in the SRW Agreement);
- B. The Owner granted Feran Investments Ltd., Cook Place Apts. Ltd., and W. Biro Construction Ltd. (collectively, the “**Prior Chargeholder**”) a mortgage registered against the title to the Land in the Land Title Office under number CA5505723 (the “**Prior Charge**”);
- C. By the SRW Agreement, the Owner granted to B.C. Hydro and TELUS (as defined in the SRW Agreement) (collectively, the “**Subsequent Chargeholders**”) the statutory rights of way that are described in the SRW Agreement (collectively, the “**Subsequent Charges**”); and
- D. Section 207 of the *Land Title Act* permits a prior chargeholder to grant priority over a charge to a subsequent chargeholder.

PRIORITY AGREEMENT:

This Priority Agreement is evidence that in consideration of \$1.00 paid by the Subsequent Chargeholders to the Prior Chargeholder (the receipt and sufficiency of which is hereby acknowledged) the Prior Chargeholder grants to the Subsequent Chargeholders priority over the Prior Charge and the Prior Chargeholder covenants and agrees to subordinate and postpone all its right, title and interest in and to the Land with the intent and with the effect that the interests of the Subsequent Chargeholders in and under the Subsequent Charges are the same as if the Subsequent Charges had been executed, delivered and registered against the title to the Land before registration of the Prior Charge.

As evidence of their agreement to be bound by the above terms of this Priority Agreement, the party described in this Priority Agreement as the Prior Chargeholder has executed and delivered Part 1 of the *Land Title Act* Form C to which this Priority Agreement is attached and which forms part of this Priority Agreement.

END OF DOCUMENT

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE

Dec-14-2018 11:28:46.005

CA7251671 CA7251672

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 11 PAGES

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

Mark Victor
Lewis UQBS3Z
Digitally signed by Mark Victor Lewis UQBS3Z
Date: 2018.12.13 19:31:01 -08'00'

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

Bennett Jones LLP
Barristers and Solicitors
2200 - 1055 West Hastings Street
Vancouver BC V6E 2E9
Document Fees: \$143.16

Phone: 604-891-7500
File No: 079059-1 MVL/lmb
Document No: 21426327
Lot B Utility Works Corridor

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]
030-259-053 LOT B DISTRICT LOT 211 LILLOET DISTRICT PLAN EPP74427

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

VILLAGE OF PEMBERTON

PO BOX 100 - 7400 PROSPECT STREET

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

None

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

Officer Signature(s)

Judd G. Lambert
Barrister & Solicitor
#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Execution Date		
Y	M	D
18	12	06

Transferor(s) Signature(s)

580049 B.C. LTD., by its authorized signatory(ies):

Warren Biro

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Sheena Fraser

Y	M	D
18	12	11

VILLAGE OF PEMBERTON, by its
authorized signatory(ies):

Commissioner for Taking Affidavits in British Columbia

PO Box 100, 7400 Prospect Street
Pemberton, BC
604-894-6135

Mike Richman, Mayor

Nikki Gilmore, CAO

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Judd G. Lambert
Barrister & Solicitor
#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Y	M	D
18	12	06

FERAN INVESTMENTS LTD., by its
authorized signatory:

Vladimir Ferancik

Judd G. Lambert
Barrister & Solicitor
#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

18	12	06
----	----	----

COOK PLACE APTS. LTD., by its
authorized signatory(ies):

Warren Biro

Judd G. Lambert
Barrister & Solicitor
#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

18	12	06
----	----	----

W. BIRO CONSTRUCTION LTD., by its
authorized signatory:

Warren Biro

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.

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 11 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Over part on plan EPP88374

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting above charge priority over mortgage CA5505723

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 11 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

580049 B.C. LTD. (Inc. No. BC580049)
as to Statutory Right of Way

FERAN INVESTMENTS LTD. (Inc. No. BC0465526);
COOK PLACE APTS. LTD. (Inc. No. BC0358226); and
W. BIRO CONSTRUCTION LTD. (Inc. No. BC0217735)
as to Priority

TERMS OF INSTRUMENT - PART 2

SRW AGREEMENT

THIS AGREEMENT dated for reference the 3rd day of December, 2018,

BETWEEN:

580049 B.C. LTD.
12680 15th Avenue, Surrey, BC V4A 1K3

(the "**Grantor**")

AND:

VILLAGE OF PEMBERTON
Municipal Hall
P.O. Box 100
7400 Prospect Street
Pemberton, BC V0N 2L0

(the "**Village**")

A. The Grantor is the registered owner in fee-simple of that certain parcel or tract of land and premises, situate, lying and being within the Village of Pemberton in the Squamish Lillooet Regional District, Province of British Columbia, and more particularly known and described as:

Parcel Identifier: 030-259-053
Lot B, District Lot 211, Lillooet District Plan EPP74427

(the "**Land**");

B. The Village requires and the Grantor has agreed to grant the Village a statutory right of way pursuant to section 218 of the *Land Title Act* for the installation and maintenance of a water connection; and

C. The statutory right of way granted under this instrument is necessary for the operation and maintenance of the Village's undertaking.

NOW THEREFORE, in consideration of the premises herein contained, of the sum of ONE DOLLAR (\$1.00) paid by the Village to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, THE PARTIES AGREE AS FOLLOWS:

1. The Grantor hereby grants and conveys, in perpetuity and at all times, to the Village, its successors and assigns, the full, free and uninterrupted right, license, liberty, privilege, easement and right of way for the Village, its employees, agents, contractors, invitees, licensees, successors and assigns to:

- 2 -

- (a) enter, use, operate, work upon and pass and repass, with or without vehicles, equipment, tools, machinery, personnel and materials, upon, over, under and across that portion of the Land having an area of 0.335 hectares and shown outlined in heavy black outline on Statutory Right of Way Plan EPP88374 (the "SRW Area"), a reduced copy of which is attached as Schedule "A";
 - (b) dig, remove, replace, alter, deposit, and cover up the soil of the SRW Area and lay down, construct, install, and use waterline connection works including, but not limited to, pipes, conduits, manholes, meters, pumps, pressure reduction valve, other valves and similar equipment, together with such appurtenances, connections and ancillary works, equipment, improvements and structures as may be necessary or, in the opinion of the Village, desirable for the Village's undertaking (the "Works") and to operate, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean and inspect the Works and for such purposes to make such excavations and do such work and construction as may be necessary or, in the opinion of the Village, desirable;
 - (c) bring on to the SRW Area and store temporarily all personal property, including equipment, tools, machinery and materials, necessary or desirable to construct, install, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean or inspect the Works;
 - (d) clear the SRW Area and keep it cleared of all trees and other vegetation, buildings, structures, foundations, improvements or obstructions which, in the opinion of the Village, may interfere with the function or operation of the Works or with any of the rights granted to the Village in this Agreement; and
 - (e) do all things necessary or incidental to the business and undertaking of the Village in connection with the Works and use of the SRW Area.
2. The Village is not obligated to undertake any work under this Agreement, but, if the Village undertakes any work that it is entitled to do under this Agreement, then it will do so in a good and workmanlike manner and upon completion, the Village will remove all debris and rubbish from the SRW Area.
 3. The Grantor must not and must not permit any person, firm, entity or corporation to:
 - (a) plant, install, or maintain any trees in any portion of the SRW Area;
 - (b) excavate, dig, drill, install, place or maintain any obstruction, pit, well, hole, trench, ditch, foundation, pile of material, embankment or excavation of any kind or nature or remove any soil from within the SRW Area;
 - (c) erect, build, construct, place or deposit any building, structure, wall, fence, pilings, pipe, pole, tower, road, concrete, pavement, foundation, improvement, soil, fill, material or thing of any kind or nature on, in, under, through or over the SRW Area;
 - (d) carry out blasting on or adjacent to the SRW Area;

- 3 -

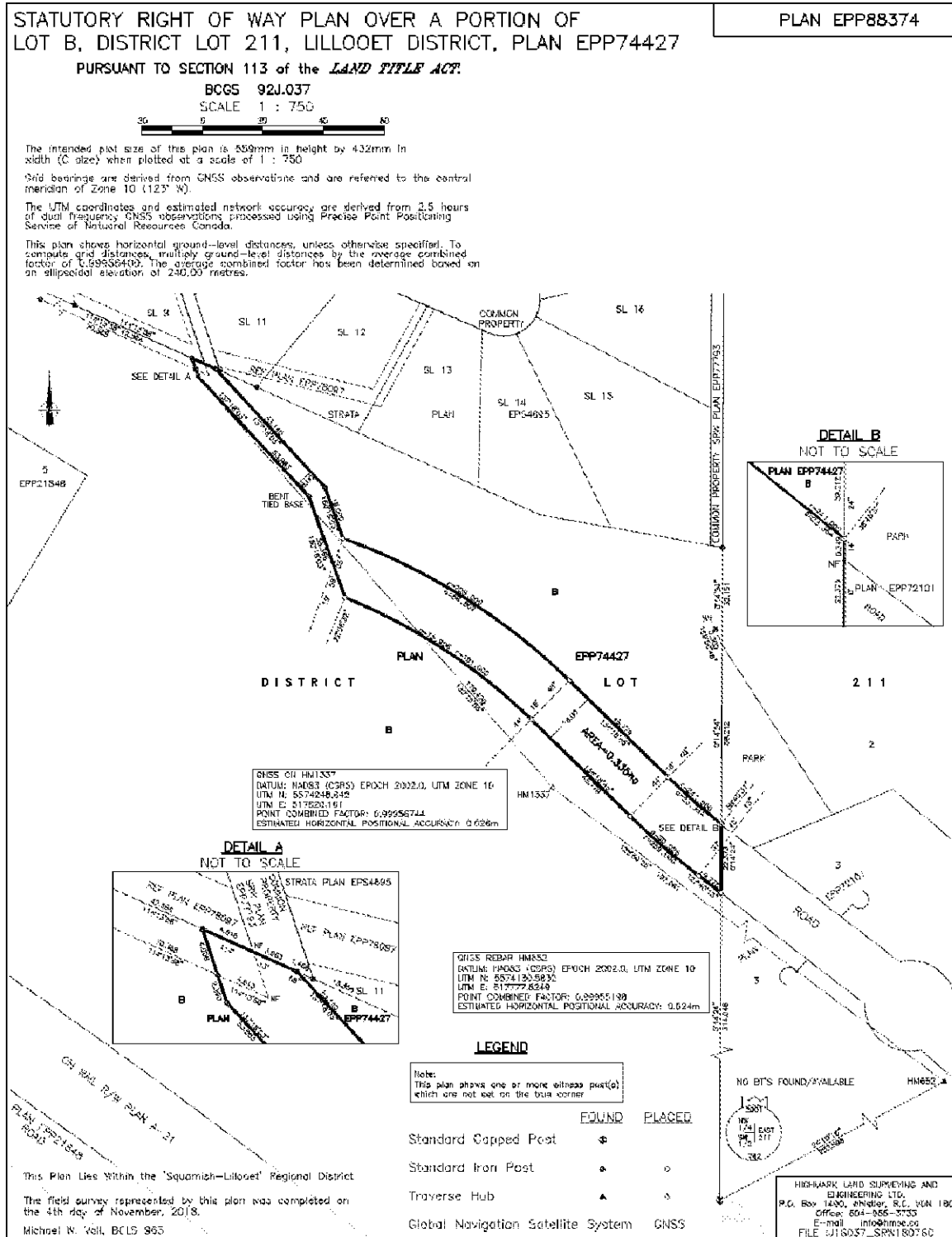
- (e) do any act or thing that may interfere with, injure or impair the operating efficiency of the Works or obstruct access by the Village, its employees, agents, contractors, invitees, licensees, successors and assigns; or
 - (f) otherwise interfere with the exercise of any rights granted to the Village under this Agreement without first obtaining the written consent of the Village.
4. The Grantor must not grant to any person, firm, corporation or other legal entity:
- (a) an easement or statutory right of way over the SRW Area, except for Easement CA6987764 over the SRW Area granted by the Grantor to Sunstone Ridge Developments Ltd., as owner of certain adjacent lands (the "**Adjacent Lands**"), to gain access to the Land to excavate, install, construct, place, repair, maintain, alter, operate, replace, remove and service any storm sewers, water-mains, manholes, pipes, pressure reduction valves, ducts, conduits, equipment, power poles and such other works and services as are deemed necessary for the purposes of servicing the Adjacent Lands; or
 - (b) any other interest in land on, in, under, over or through the SRW Area that may, in the opinion of the Village, adversely affect, interfere, impair or obstruct access to or from the Works or adversely affect, interfere, impair the Village's rights under this Agreement without first obtaining the written consent of the Village.
5. All chattels, equipment, supplies, fixtures and other materials comprising the Works or otherwise installed by the Village over, on, in or under the SRW Area are and will remain owned by the Village, notwithstanding any rule of law or equity to the contrary.
6. Except as provided in this Agreement, nothing will be interpreted so as to restrict or prevent the Grantor from using the SRW Area in a manner that does not adversely interfere with the security or efficient functioning of, or unobstructed access to, the Works and SRW Area.
7. Nothing in this Agreement affects the Village's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Land as if this Agreement had not been granted.
8. The Grantor will not be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Land after the Grantor has ceased to be the registered owner thereof.
9. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
10. This Agreement runs with the Land.
11. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

- 4 -

12. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
13. If any section, 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 will be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
14. This Agreement will enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
15. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

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

SCHEDULE "A"



CONSENT AND PRIORITY AGREEMENT

In consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, Feran Investments Ltd., Cook Place Apts. Ltd. and W. Biro Construction Ltd. (collectively, the "**Prior Charge Holder**"), the holder of Mortgage No. CA5505723 registered in the New Westminster Land Title Office against title to the Land charged by this instrument (the "**Security**") for itself and its successors and assigns, hereby consents to the granting and registration of the within statutory right of way (the "**Charge**") and grants priority to the Charge over the Security and to the Prior Charge Holder's right, title and interest in and to the Land charged by this instrument, in the same manner and to the same effect as if the Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security. As evidence of its agreement to be bound by the terms of this instrument, the Prior Charge Holder has executed the Land Title Act Form D which is attached hereto and forms part of this Agreement.

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA7251674 CA7251675

LAND TITLE ACT
FORM C (Section 233) CHARGE

Dec-14-2018 11:28:46.008

PAGE 1 OF 11 PAGES

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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

Mark Victor
Lewis UQBS3Z
Digitally signed by Mark Victor Lewis UQBS3Z
Date: 2018.12.13 19:31:40 -08'00'

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

Bennett Jones LLP
Barristers and Solicitors
2200 - 1055 West Hastings Street
Vancouver BC V6E 2E9
Document Fees: \$143.16

Phone: 604-891-7500
File No: 079059-1 MVL/lmb
Document No: 21426156 Lot B Waterline Connection

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]
030-259-053 LOT B DISTRICT LOT 211 LILLOET DISTRICT PLAN EPP74427

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

VILLAGE OF PEMBERTON

PO BOX 100 - 7400 PROSPECT STREET

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

None

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Judd G. Lambert

Barrister & Solicitor

#215 - 8171 Cook Road

Richmond, BC V6Y 3T8

Phone: 604-273-7575

Y	M	D
18	12	06

580049 B.C. LTD., by its authorized signatory(ies):

Warren Biro

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Sheena Fraser

Y	M	D
18	12	11

VILLAGE OF PEMBERTON, by its
authorized signatory(ies):

Commissioner for Taking Affidavits in British Columbia

PO Box 100, 7400 Prospect Street
Pemberton, BC
604-894-6135

Mike Richman, Mayor

Nikki Gilmore, CAO

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Judd G. Lambert
Barrister & Solicitor
#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

Y	M	D
18	12	06

FERAN INVESTMENTS LTD., by its
authorized signatory:

Vladimir Ferancik

Judd G. Lambert
Barrister & Solicitor
#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

18	12	06
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COOK PLACE APTS. LTD., by its
authorized signatory(ies):

Warren Biro

Judd G. Lambert
Barrister & Solicitor
#215 - 8171 Cook Road
Richmond, BC V6Y 3T8
Phone: 604-273-7575

18	12	06
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W. BIRO CONSTRUCTION LTD., by its
authorized signatory:

Warren Biro

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.

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 11 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

Over part on plan EPP88375

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting above charge priority over mortgage
CA5505723

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 5 OF 11 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSEROR(S):

580049 B.C. LTD. (Inc. No. BC580049)
as to Statutory Right of Way

FERAN INVESTMENTS LTD. (Inc. No. BC0465526);
COOK PLACE APTS. LTD. (Inc. No. BC0358226); and
W. BIRO CONSTRUCTION LTD. (Inc. No. BC0217735)
as to Priority

TERMS OF INSTRUMENT - PART 2

SRW AGREEMENT

THIS AGREEMENT dated for reference the 3rd day of December, 2018,

BETWEEN:

580049 B.C. LTD.
12680 15th Avenue, Surrey, BC V4A 1K3

(the "**Grantor**")

AND:

VILLAGE OF PEMBERTON
Municipal Hall
P.O. Box 100
7400 Prospect Street
Pemberton, BC V0N 2L0

(the "**Village**")

A. The Grantor is the registered owner in fee-simple of that certain parcel or tract of land and premises, situate, lying and being within the Village of Pemberton in the Squamish Lillooet Regional District, Province of British Columbia, and more particularly known and described as:

ParcelIdentifier: 030-259-053
Lot B, District Lot 211, Lillooet District Plan EPP74427

(the "**Land**");

B. The Village requires and the Grantor has agreed to grant the Village a statutory right of way pursuant to section 218 of the *Land Title Act* for the installation and maintenance of a water connection; and

C. The statutory right of way granted under this instrument is necessary for the operation and maintenance of the Village's undertaking.

NOW THEREFORE, in consideration of the premises herein contained, of the sum of ONE DOLLAR (\$1.00) paid by the Village to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, THE PARTIES AGREE AS FOLLOWS:

1. The Grantor hereby grants and conveys, in perpetuity and at all times, to the Village, its successors and assigns, the full, free and uninterrupted right, license, liberty, privilege, easement and right of way for the Village, its employees, agents, contractors, invitees, licensees, successors and assigns to:

- 2 -

- (a) enter, use, operate, work upon and pass and repass, with or without vehicles, equipment, tools, machinery, personnel and materials, upon, over, under and across that portion of the Land having an area of 0.335 hectares and shown outlined in heavy black outline on Statutory Right of Way Plan EPP88374 (the "SRW Area"), a reduced copy of which is attached as Schedule "A";
 - (b) dig, remove, replace, alter, deposit, and cover up the soil of the SRW Area and lay down, construct, install, and use waterline connection works including, but not limited to, pipes, conduits, manholes, meters, pumps, pressure reduction valve, other valves and similar equipment, together with such appurtenances, connections and ancillary works, equipment, improvements and structures as may be necessary or, in the opinion of the Village, desirable for the Village's undertaking (the "Works") and to operate, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean and inspect the Works and for such purposes to make such excavations and do such work and construction as may be necessary or, in the opinion of the Village, desirable;
 - (c) bring on to the SRW Area and store temporarily all personal property, including equipment, tools, machinery and materials, necessary or desirable to construct, install, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean or inspect the Works;
 - (d) clear the SRW Area and keep it cleared of all trees and other vegetation, buildings, structures, foundations, improvements or obstructions which, in the opinion of the Village, may interfere with the function or operation of the Works or with any of the rights granted to the Village in this Agreement; and
 - (e) do all things necessary or incidental to the business and undertaking of the Village in connection with the Works and use of the SRW Area.
2. The Village is not obligated to undertake any work under this Agreement, but, if the Village undertakes any work that it is entitled to do under this Agreement, then it will do so in a good and workmanlike manner and upon completion, the Village will remove all debris and rubbish from the SRW Area.
 3. The Grantor must not and must not permit any person, firm, entity or corporation to:
 - (a) plant, install, or maintain any trees in any portion of the SRW Area;
 - (b) excavate, dig, drill, install, place or maintain any obstruction, pit, well, hole, trench, ditch, foundation, pile of material, embankment or excavation of any kind or nature or remove any soil from within the SRW Area;
 - (c) erect, build, construct, place or deposit any building, structure, wall, fence, pilings, pipe, pole, tower, road, concrete, pavement, foundation, improvement, soil, fill, material or thing of any kind or nature on, in, under, through or over the SRW Area;
 - (d) carry out blasting on or adjacent to the SRW Area;

- 3 -

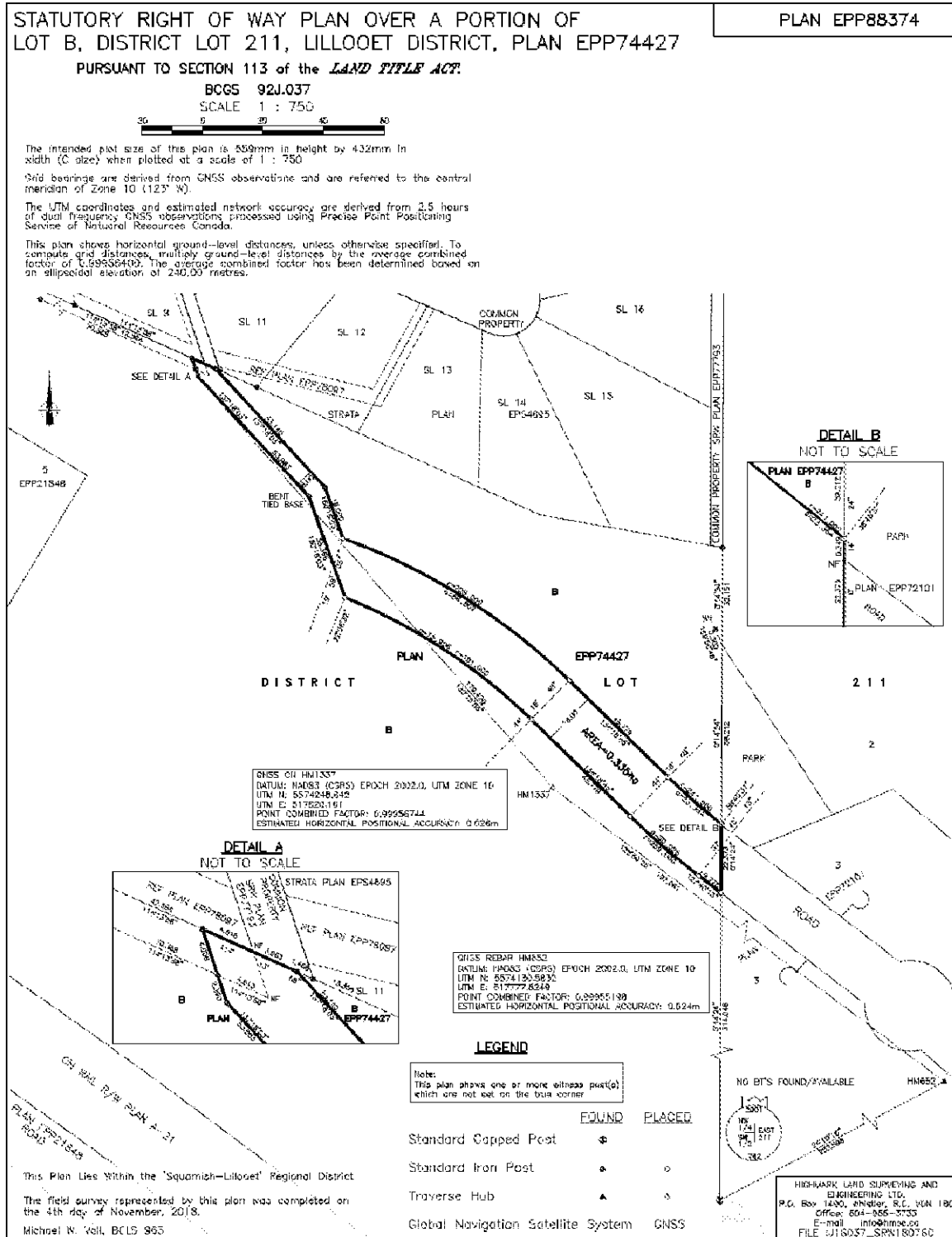
- (e) do any act or thing that may interfere with, injure or impair the operating efficiency of the Works or obstruct access by the Village, its employees, agents, contractors, invitees, licensees, successors and assigns; or
 - (f) otherwise interfere with the exercise of any rights granted to the Village under this Agreement without first obtaining the written consent of the Village.
4. The Grantor must not grant to any person, firm, corporation or other legal entity:
- (a) an easement or statutory right of way over the SRW Area, except for Easement CA6987764 over the SRW Area granted by the Grantor to Sunstone Ridge Developments Ltd., as owner of certain adjacent lands (the "**Adjacent Lands**"), to gain access to the Land to excavate, install, construct, place, repair, maintain, alter, operate, replace, remove and service any storm sewers, water-mains, manholes, pipes, pressure reduction valves, ducts, conduits, equipment, power poles and such other works and services as are deemed necessary for the purposes of servicing the Adjacent Lands; or
 - (b) any other interest in land on, in, under, over or through the SRW Area that may, in the opinion of the Village, adversely affect, interfere, impair or obstruct access to or from the Works or adversely affect, interfere, impair the Village's rights under this Agreement without first obtaining the written consent of the Village.
5. All chattels, equipment, supplies, fixtures and other materials comprising the Works or otherwise installed by the Village over, on, in or under the SRW Area are and will remain owned by the Village, notwithstanding any rule of law or equity to the contrary.
6. Except as provided in this Agreement, nothing will be interpreted so as to restrict or prevent the Grantor from using the SRW Area in a manner that does not adversely interfere with the security or efficient functioning of, or unobstructed access to, the Works and SRW Area.
7. Nothing in this Agreement affects the Village's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Land as if this Agreement had not been granted.
8. The Grantor will not be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Land after the Grantor has ceased to be the registered owner thereof.
9. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
10. This Agreement runs with the Land.
11. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

- 4 -

12. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
13. If any section, 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 will be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
14. This Agreement will enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
15. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

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

SCHEDULE "A"



CONSENT AND PRIORITY AGREEMENT

In consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, Feran Investments Ltd., Cook Place Apts. Ltd. and W. Biro Construction Ltd. (collectively, the "**Prior Charge Holder**"), the holder of Mortgage No. CA5505723 registered in the New Westminster Land Title Office against title to the Land charged by this instrument (the "**Security**") for itself and its successors and assigns, hereby consents to the granting and registration of the within statutory right of way (the "**Charge**") and grants priority to the Charge over the Security and to the Prior Charge Holder's right, title and interest in and to the Land charged by this instrument, in the same manner and to the same effect as if the Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security. As evidence of its agreement to be bound by the terms of this instrument, the Prior Charge Holder has executed the Land Title Act Form D which is attached hereto and forms part of this Agreement.

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA7251674

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Mark Victor Lewis UQBS3Z	Digitally signed by Mark Victor Lewis UQBS3Z Date: 2019.01.08 10:30:56 -08'00'
---	--

I, Loraine Becher, Paralegal, of Bennett Jones LLP, Suite 2200 - 1055 West Hastings Street, Vancouver, British Columbia, declare that:

1. A Form C Charge (the "Charge") was filed in the Land Title Office on December 14, 2018 under registration number CA7251674.
2. The charge contained a typographical error in the plan number contained in Item 3, Nature of Interest, Additional Information.
3. I request that Item 3, Nature of Interest, Additional Information of the Charge be amended to read as follows:

"as to part on Plan EPP88374"

I make this Declaration and know it to be true based on personal information and reasonable belief.

Loraine Becher

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$12.88

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

Oct-03-2019 11:47:27.008

CA7789520 CA7789521

PAGE 1 OF 12 PAGES

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

Mark Victor
Lewis UQBS3Z

Digitally signed by Mark
Victor Lewis UQBS3Z
Date: 2019.10.02
19:34:30 -0700'

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

Bennett Jones LLP

Barristers and Solicitors

2500 - 666 Burrard Street

Vancouver

BC V6C 2X8

Phone: 604-891-7500 (ML/lmb)
File No: 079059.5
Doc No: 22876436
Service Corridor 8 - Water/Storm/Sanitary

Document Fees: \$148.32

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULESTC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) Filed Standard Charge Terms D.F. No.(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

VILLAGE OF PEMBERTON

P.O. BOX 100, 7400 PROSPECT STREET

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

None

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

Officer Signature(s)

Donald S. Boyle

Barrister & Solicitor

Campell Froh May & Rice LLP

#200 - 5611 Cooney Road

Richmond, BC V6X 3J6

Telephone: 604-273-8481

Execution Date

Y	M	D
19	09	27

Transferor(s) Signature(s)

580049 B.C. LTD., by its authorized signatory:

Marita Dyck

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Elysia Harvey

Y	M	D
19	09	30

VILLAGE OF PEMBERTON, by its
authorized signatory(ies):

Commissioner for Taking Affidavits

for the Village of Pemberton in the
Province of BC - Legislative Assistant
P.O. Box 100- 7400 Prospect St.
Pemberton, BC
604-894-61365

Mike Richman, Mayor

Nikki Gilmore, CAO

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Donald S. Boyle
Barrister and Solicitor
Campell Froh May & Rice LLP
#200 - 5611 Cooney Road
Richmond, BC V6X 3J6
Telephone: 604-273-8481

Y	M	D
19	09	27
19	09	27
19	09	27

FERAN INVESTMENTS LTD., by its
authorized signatory(ies:)

print name: Vladimir Ferancik

print name:

Donald S. Boyle
Barrister & Solicitor
Campell Froh May & Rice LLP
#200 - 5611 Cooney Road
Richmond, BC V6X 3J6
Telephone: 604-273-8481

COOK PLACE APTS LTD., by its
authorized signatory(ies:)

print name: Marita Dyck

print name:

Donald S. Boyle
Barrister & Solicitor
Campell Froh May & Rice LLP
#200 - 5611 Cooney Road
Richmond, BC V6X 3J6
Telephone: 604-273-8481

W. BIRO CONSTRUCTION LTD., by its
authorized signatory(ies:)

print name: Marita Dyck

print name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

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

030-259-053 **LOT B DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP74427, EXCEPT
PART IN PLAN EPP96240**

STC? YES

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

STC? YES

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

STC? YES

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		As to part shown on Plan EPP96241

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting charge above priority over Mortgage CA5505723

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

**LAND TITLE ACT
FORM E****SCHEDULE**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. Transferor(s):

580049 B.C Ltd. (Inc. No. BC0580049)
as to Statutory Right of Way

Feran Investments Ltd. (Inc. No. BC0465526),
(as to an undivided 46666/100000 interest)
Cook Place Apts. Ltd. (Inc. No. BCBC0358226)
(as to an undivided 26667/100000 interest)
W. Biro Construction Ltd. (Inc. No. BC0217735)
(as to an undivided 26667/100000 interest)
as to Priority

TERMS OF INSTRUMENT - PART 2

SRW AGREEMENT

BETWEEN:

580049 B.C. LTD.
#200 – 5611 Cooney Road
Richmond, BC V6X 3J6

(the "**Grantor**")

AND:

VILLAGE OF PEMBERTON
Municipal Hall
P.O. Box 100
7400 Prospect Street
Pemberton, BC V0N 2L0

(the "**Village**")

A. The Grantor is the registered owner in fee-simple of that certain parcel or tract of land and premises, situate, lying and being within the Village of Pemberton in the Squamish Lillooet Regional District, Province of British Columbia, and more particularly known and described as:

030-259-053
Lot B District Lot 211 Lillooet District Plan EPP74427, Except Part in Plan
EPP96240

(the "**Land**");

B. The Village requires and the Grantor has agreed to grant the Village a statutory right of way pursuant to section 218 of the *Land Title Act* for the installation and maintenance of water line, storm and sanitary sewer works; and

C. The statutory right of way granted under this instrument is necessary for the operation and maintenance of the Village's undertaking.

NOW THEREFORE, in consideration of the premises herein contained, of the sum of ONE DOLLAR (\$1.00) paid by the Village to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, THE PARTIES AGREE AS FOLLOWS:

1. The Grantor hereby grants and conveys, in perpetuity and at all times, to the Village, its successors and assigns, the full, free and uninterrupted right, license, liberty, privilege,

easement and right of way for the Village, its employees, agents, contractors, invitees, licensees, successors and assigns to:

- (a) enter, use, operate, work upon and pass and repass, with or without vehicles, equipment, tools, machinery, personnel and materials, upon, over, under and across that portion of the Land having an area of 549.3 square meters and shown outlined in heavy black outline on Statutory Right of Way Plan EPP96241 (collectively, the "**SRW Area**"), a reduced copy of which is attached as Schedule "A";
 - (b) dig, remove, replace, alter, deposit, and cover up the soil of the SRW Area and lay down, construct, install, and use waterline and related connection works, and storm sewer and sanitary sewer works, including in respect to all of the foregoing, but not limited to, pipes, culverts, conduits, manholes, meters, pumps, pressure reduction valves, other valves and similar equipment, together with such appurtenances, connections and ancillary works, equipment, improvements and structures as may be necessary or, in the opinion of the Village, desirable for the Village's undertaking (the "**Works**") and to operate, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean and inspect the Works and for such purposes to make such excavations and do such work and construction as may be necessary or, in the opinion of the Village, desirable;
 - (c) bring on to the SRW Area and store temporarily all personal property, including equipment, tools, machinery and materials, necessary or desirable to construct, install, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean or inspect the Works;
 - (d) clear the SRW Area and keep it cleared of all trees and other vegetation, buildings, structures, foundations, improvements or obstructions which, in the opinion of the Village, may interfere with the function or operation of the Works or with any of the rights granted to the Village in this Agreement; and
 - (e) do all things necessary or incidental to the business and undertaking of the Village in connection with the Works and use of the SRW Area.
2. The Village is not obligated to undertake any work under this Agreement, but, if the Village undertakes any work that it is entitled to do under this Agreement, then it will do so in a good and workmanlike manner and upon completion, the Village will remove all debris and rubbish from the SRW Area.
3. The Grantor must not and must not permit any person, firm, entity or corporation to:
- (a) plant, install, or maintain any trees in any portion of the SRW Area;
 - (b) excavate, dig, drill, install, place or maintain any obstruction, pit, well, hole, trench, ditch, foundation, pile of material, embankment or excavation of any kind or nature or remove any soil from within the SRW Area;

- (c) erect, build, construct, place or deposit any building, structure, wall, fence, pilings, pipe, pole, tower, road, concrete, pavement, foundation, improvement, soil, fill, material or thing of any kind or nature on, in, under, through or over the SRW Area;
 - (d) carry out blasting on or adjacent to the SRW Area;
 - (e) do any act or thing that may interfere with, injure or impair the operating efficiency of the Works or obstruct access by the Village, its employees, agents, contractors, invitees, licensees, successors and assigns; or
 - (f) otherwise interfere with the exercise of any rights granted to the Village under this Agreement without first obtaining the written consent of the Village.
4. The Grantor must not grant to any person, firm, corporation or other legal entity:
- (a) an easement or statutory right of way over the SRW Area; or
 - (b) any other interest in land on, in, under, over or through the SRW Area that may, in the opinion of the Village, adversely affect, interfere, impair or obstruct access to or from the Works or adversely affect, interfere, impair the Village's rights under this Agreement without first obtaining the written consent of the Village.
5. All chattels, equipment, supplies, fixtures and other materials comprising the Works or otherwise installed by the Village over, on, in or under the SRW Area are and will remain owned by the Village, notwithstanding any rule of law or equity to the contrary.
6. Except as provided in this Agreement, nothing will be interpreted so as to restrict or prevent the Grantor from using the SRW Area in a manner that does not adversely interfere with the security or efficient functioning of, or unobstructed access to, the Works and SRW Area.
7. Nothing in this Agreement affects the Village's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Land as if this Agreement had not been granted.
8. The Grantor will not be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Land after the Grantor has ceased to be the registered owner thereof.
9. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
10. This Agreement runs with the Land.
11. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

12. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
13. If any section, 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 will be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
14. This Agreement will enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
15. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above on the Form C and Form D to which this Agreement is attached and which is a part hereof.

WSLEGAL\079059\000005\22876473.v3

STATUTORY RIGHT OF WAY PLAN OVER A PORTION OF LOT B, DISTRICT LOT 211,
LILLOOET DISTRICT, PLAN EPP74427, EXCEPT PART SUBDIVIDED BY PLAN EPP96240

PLAN EPP96241

PURSUANT TO SECTION 113 of the *LAND TITLE ACT*.

BCGS 92J.037

SCALE 1:250



The intended plot size of this plan is 558mm in height by 864mm in width (C size) when plotted at a scale of 1 : 250

Grid bearings are derived from GNSS observations and are referred to the central meridian of Zone 10 (123° W).

The UTM coordinates and estimated absolute accuracy are derived from 4.0 hours of dual frequency GNSS observations processed using Precise Point Positioning Service of Natural Resources Canada.

This plan shows horizontal ground-level distances, unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9995638. The average combined factor has been determined based on an average ellipsoidal elevation of 210.00 metres.

LEGEND

FOUND PLACED

Standard Iron Post

• ◻

Traverse Hub

▲ △

Global Navigation Satellite System GNSS



GNSS REBAR HM1684
DATUM: NAD83 (CSRS) EPOCH: 2002.0, UTM ZONE 10
UTM N: 5574314.208
UTM E: 517356.031
POINT COMBINED FACTOR: 0.9995687
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.024m

GNSS HUB HM1630
DATUM: NAD83 (CSRS) EPOCH: 2002.0, UTM ZONE 10
UTM N: 5574175.327
UTM E: 517405.414
POINT COMBINED FACTOR: 0.99957313
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.021m

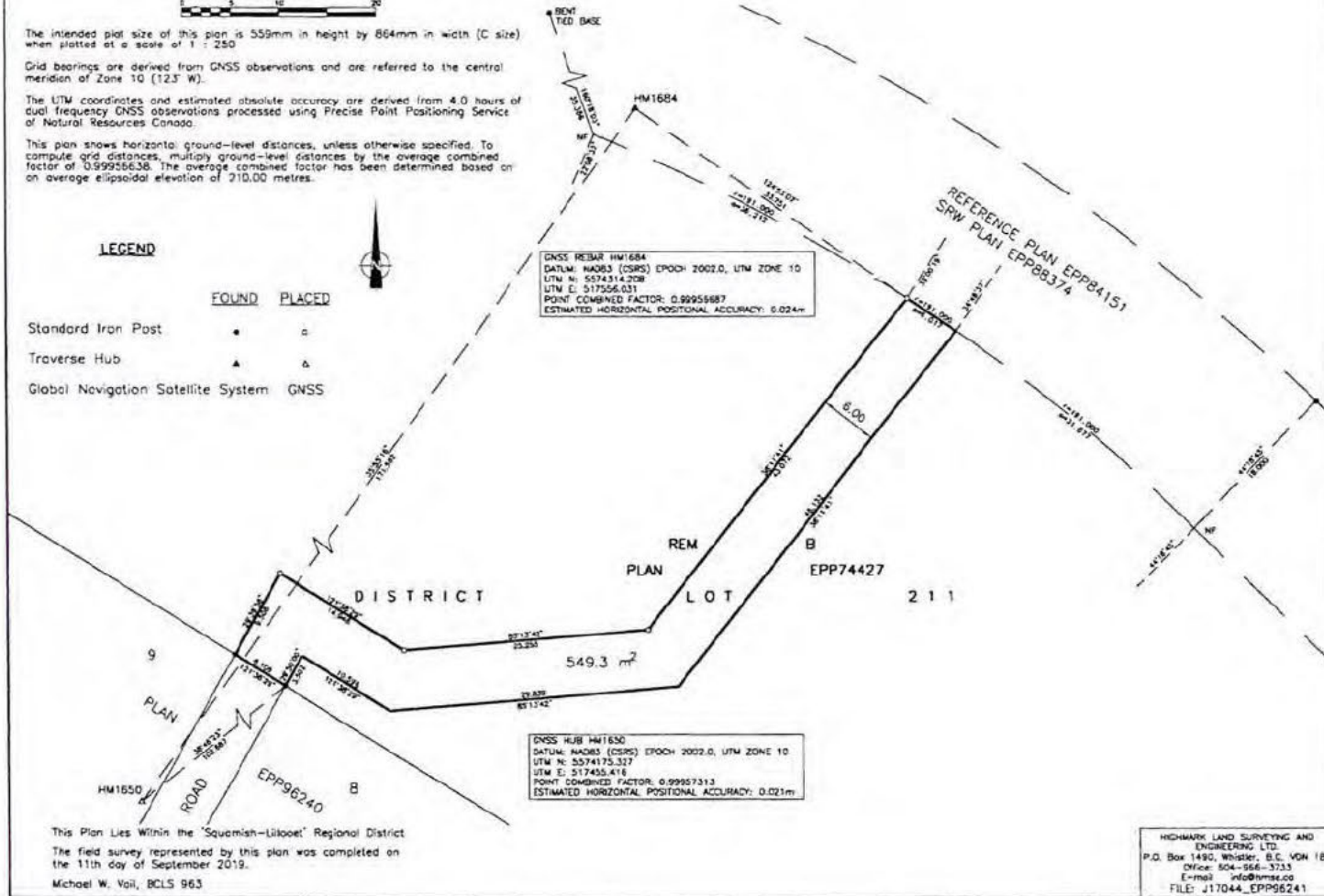
This Plan Lies Within the "Squamish-Lillooet" Regional District

The field survey represented by this plan was completed on the 11th day of September 2019.

Michael W. Vail, BCLS 963

HIGHMARK LAND SURVEYING AND
ENGINEERING LTD.
P.O. Box 1480, Whistler, B.C. V0N 1B0
Office: 504-566-3733
E-mail: info@hmls.ca
FILE: J17044_EPP96241

SCHEDULE "A"



CONSENT AND PRIORITY AGREEMENT

In consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, Feran Investments Ltd., Cook Place Apts. Ltd. and W. Biro Construction Ltd. (collectively, the "**Prior Charge Holder**"), the holder of the following financial charge registered in the Kamloops Land Title Office against title to the Land charged by this instrument:

Mortgage No. CA5505723

(the "**Security**"), for itself and its successors and assigns, hereby consents to the granting and registration of the within statutory right of way (the "**Charge**") and grants priority to the Charge over the Security and to the Prior Charge Holder's right, title and interest in and to the Land charged by this instrument, in the same manner and to the same effect as if the Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security. As evidence of its agreement to be bound by the terms of this instrument, the Prior Charge Holder has executed the Land Title Act Form D which is attached hereto and forms part of this Agreement.

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

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



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

Bennett Jones LLP
Barristers and Solicitors
2500 - 666 Burrard Street
Vancouver

BC V6C 2X8

Phone: 604-891-7500 (ML/lmb)
File No: 079059.5
Doc No: 22876436
Service Corridor 8 - Water/Storm/Sanitary

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

VILLAGE OF PEMBERTON

P.O. BOX 100, 7400 PROSPECT STREET
PEMBERTON

V0N 2L0

BRITISH COLUMBIA
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

None

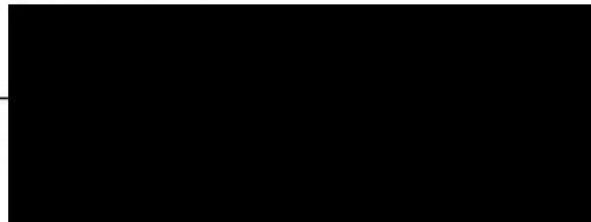
8. EXECUTION(S): [Redacted] modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and [Redacted] are bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any. Officer Signature

DONALD S. BOYLE
Barrister & Solicitor
CAMPBELL FROH MAY & RICE LLP
#200 - 5611 COONEY ROAD
RICHMOND, B.C. V6X 3J6
TELEPHONE: (604) 273-8481

Execution Date		
Y	M	D
19	09	27

Transferor(s) Signature(s)

580049 B.C. LTD., by its authorized signatory:



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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED



ant

A Commissioner for taking affidavits for
the Village of Pemberton in the Province of BC
PO Box 100 - 7400 Prospect St Pemberton BC
604-894-6135

Execution Date

Y	M	D
19	09	30

Transferor / Borrower / Party Signature(s)

VILLAGE OF PEMBERTON, by its
authorized signatory(ies):



Mike Richmond, Mayor



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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



Execution Date

Y	M	D
19	09	27
19	09	21
19	09	27

Transferor / Borrower / Party Signature(s)

FERAN INVESTMENTS LTD., by its



print name:



DONALD S. BOYLE
Barrister & Solicitor
CAMPBELL FROH MAY & RICE LLP
#200 - 5611 COONEY ROAD
RICHMOND, B.C. V6X 3J6
TELEPHONE: (604) 273-8481



COOK PLACE APTS LTD., by its
authorized signatory(ies:)



print name:

print name:

DONALD S. BOYLE
Barrister & Solicitor
CAMPBELL FROH MAY & RICE LLP
#200 - 5611 COONEY ROAD
RICHMOND, B.C. V6X 3J6
TELEPHONE: (604) 273-8481



W. BIRO CONSTRUCTION LTD., by its
authorized signatory(ies:)



print name:

print name:

DONALD S. BOYLE
Barrister & Solicitor
CAMPBELL FROH MAY & RICE LLP
#200 - 5611 COONEY ROAD
RICHMOND, B.C. V6X 3J6
TELEPHONE: (604) 273-8481

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

LAND TITLE ACT
FORM E

SCHEDULE

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

**030-259-053 LOT B DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP74427, EXCEPT
PART IN PLAN EPP96240**

STC? YES

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

STC? YES

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

STC? YES

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST
Statutory Right of Way

CHARGE NO.

ADDITIONAL INFORMATION
As to part shown on Plan EPP96241

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Granting charge above priority over Mortgage
CA5505723

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 6 OF 12 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM

5. Transferor(s):

580049 B.C Ltd. (Inc. No. BC0580049)
as to Statutory Right of Way

Feran Investments Ltd. (Inc. No. BC0465526),
(as to an undivided 46666/100000 interest)
Cook Place Apts. Ltd. (Inc. No. BCBC0358226)
(as to an undivided 26667/100000 interest)
W. Biro Construction Ltd. (Inc. No. BC0217735)
(as to an undivided 26667/100000 interest)
as to Priority

TERMS OF INSTRUMENT - PART 2

SRW AGREEMENT

BETWEEN:

580049 B.C. LTD.
#200 – 5611 Cooney Road
Richmond, BC V6X 3J6

(the "**Grantor**")

AND:

VILLAGE OF PEMBERTON
Municipal Hall
P.O. Box 100
7400 Prospect Street
Pemberton, BC V0N 2L0

(the "**Village**")

A. The Grantor is the registered owner in fee-simple of that certain parcel or tract of land and premises, situate, lying and being within the Village of Pemberton in the Squamish Lillooet Regional District, Province of British Columbia, and more particularly known and described as:

030-259-053
Lot B District Lot 211 Lillooet District Plan EPP74427, Except Part in Plan
EPP96240

(the "**Land**");

B. The Village requires and the Grantor has agreed to grant the Village a statutory right of way pursuant to section 218 of the *Land Title Act* for the installation and maintenance of water line, storm and sanitary sewer works; and

C. The statutory right of way granted under this instrument is necessary for the operation and maintenance of the Village's undertaking.

NOW THEREFORE, in consideration of the premises herein contained, of the sum of ONE DOLLAR (\$1.00) paid by the Village to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, THE PARTIES AGREE AS FOLLOWS:

1. The Grantor hereby grants and conveys, in perpetuity and at all times, to the Village, its successors and assigns, the full, free and uninterrupted right, license, liberty, privilege,

easement and right of way for the Village, its employees, agents, contractors, invitees, licensees, successors and assigns to:

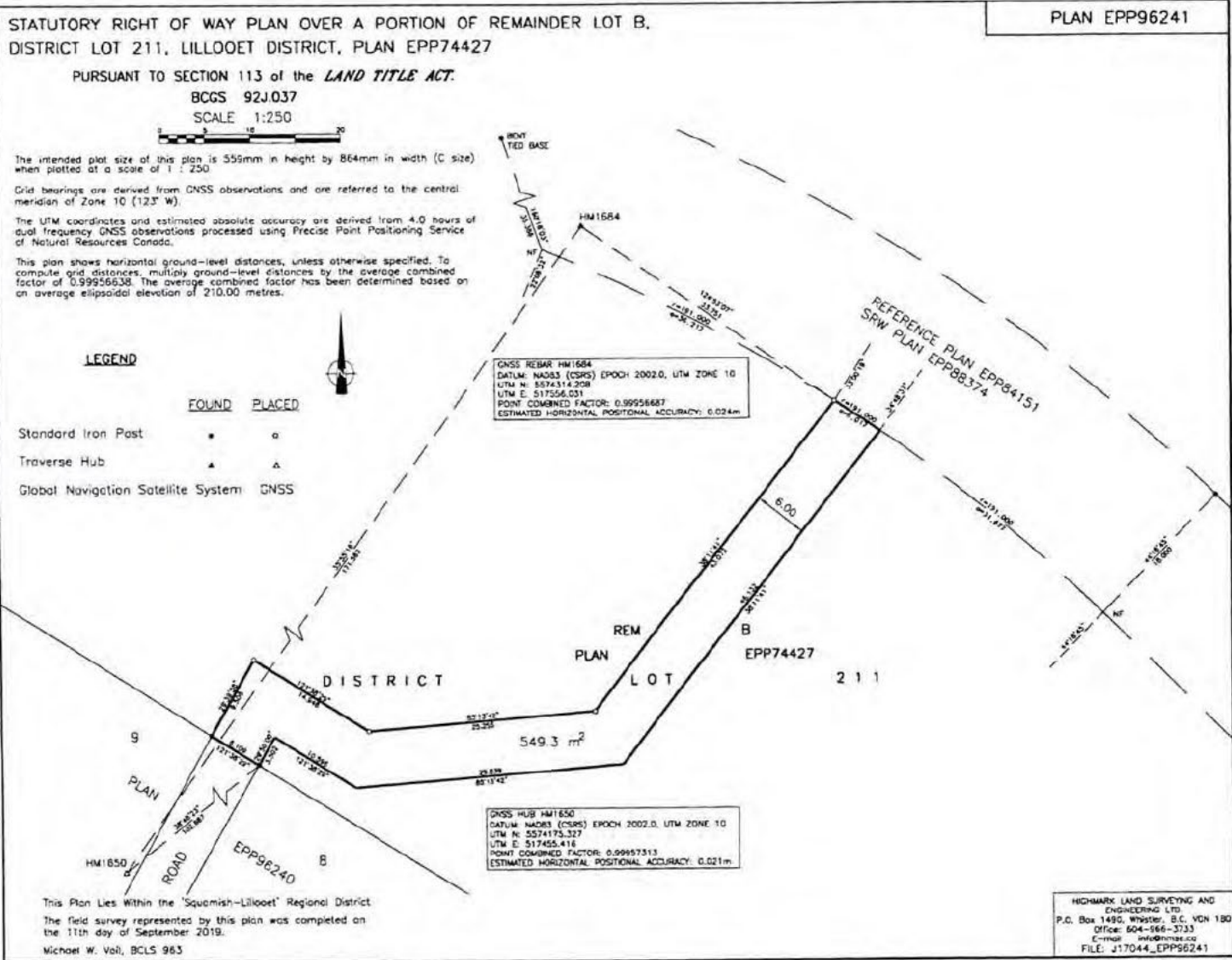
- (a) enter, use, operate, work upon and pass and repass, with or without vehicles, equipment, tools, machinery, personnel and materials, upon, over, under and across that portion of the Land having an area of 549.3 square meters and shown outlined in heavy black outline on Statutory Right of Way Plan EPP96241 (collectively, the "**SRW Area**"), a reduced copy of which is attached as Schedule "A";
 - (b) dig, remove, replace, alter, deposit, and cover up the soil of the SRW Area and lay down, construct, install, and use waterline and related connection works, and storm sewer and sanitary sewer works, including in respect to all of the foregoing, but not limited to, pipes, culverts, conduits, manholes, meters, pumps, pressure reduction valves, other valves and similar equipment, together with such appurtenances, connections and ancillary works, equipment, improvements and structures as may be necessary or, in the opinion of the Village, desirable for the Village's undertaking (the "**Works**") and to operate, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean and inspect the Works and for such purposes to make such excavations and do such work and construction as may be necessary or, in the opinion of the Village, desirable;
 - (c) bring on to the SRW Area and store temporarily all personal property, including equipment, tools, machinery and materials, necessary or desirable to construct, install, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean or inspect the Works;
 - (d) clear the SRW Area and keep it cleared of all trees and other vegetation, buildings, structures, foundations, improvements or obstructions which, in the opinion of the Village, may interfere with the function or operation of the Works or with any of the rights granted to the Village in this Agreement; and
 - (e) do all things necessary or incidental to the business and undertaking of the Village in connection with the Works and use of the SRW Area.
2. The Village is not obligated to undertake any work under this Agreement, but, if the Village undertakes any work that it is entitled to do under this Agreement, then it will do so in a good and workmanlike manner and upon completion, the Village will remove all debris and rubbish from the SRW Area.
3. The Grantor must not and must not permit any person, firm, entity or corporation to:
- (a) plant, install, or maintain any trees in any portion of the SRW Area;
 - (b) excavate, dig, drill, install, place or maintain any obstruction, pit, well, hole, trench, ditch, foundation, pile of material, embankment or excavation of any kind or nature or remove any soil from within the SRW Area;

- (c) erect, build, construct, place or deposit any building, structure, wall, fence, pilings, pipe, pole, tower, road, concrete, pavement, foundation, improvement, soil, fill, material or thing of any kind or nature on, in, under, through or over the SRW Area;
 - (d) carry out blasting on or adjacent to the SRW Area;
 - (e) do any act or thing that may interfere with, injure or impair the operating efficiency of the Works or obstruct access by the Village, its employees, agents, contractors, invitees, licensees, successors and assigns; or
 - (f) otherwise interfere with the exercise of any rights granted to the Village under this Agreement without first obtaining the written consent of the Village.
4. The Grantor must not grant to any person, firm, corporation or other legal entity:
- (a) an easement or statutory right of way over the SRW Area; or
 - (b) any other interest in land on, in, under, over or through the SRW Area that may, in the opinion of the Village, adversely affect, interfere, impair or obstruct access to or from the Works or adversely affect, interfere, impair the Village's rights under this Agreement without first obtaining the written consent of the Village.
5. All chattels, equipment, supplies, fixtures and other materials comprising the Works or otherwise installed by the Village over, on, in or under the SRW Area are and will remain owned by the Village, notwithstanding any rule of law or equity to the contrary.
6. Except as provided in this Agreement, nothing will be interpreted so as to restrict or prevent the Grantor from using the SRW Area in a manner that does not adversely interfere with the security or efficient functioning of, or unobstructed access to, the Works and SRW Area.
7. Nothing in this Agreement affects the Village's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Land as if this Agreement had not been granted.
8. The Grantor will not be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Land after the Grantor has ceased to be the registered owner thereof.
9. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
10. This Agreement runs with the Land.
11. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

12. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
13. If any section, 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 will be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
14. This Agreement will enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
15. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above on the Form C and Form D to which this Agreement is attached and which is a part hereof.

WSLEGAL\1079059\000015\22876473\3



CONSENT AND PRIORITY AGREEMENT

In consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, Feran Investments Ltd., Cook Place Apts. Ltd. and W. Biro Construction Ltd. (collectively, the "**Prior Charge Holder**"), the holder of the following financial charge registered in the Kamloops Land Title Office against title to the Land charged by this instrument:

Mortgage No. CA5505723

(the "**Security**"), for itself and its successors and assigns, hereby consents to the granting and registration of the within statutory right of way (the "**Charge**") and grants priority to the Charge over the Security and to the Prior Charge Holder's right, title and interest in and to the Land charged by this instrument, in the same manner and to the same effect as if the Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security. As evidence of its agreement to be bound by the terms of this instrument, the Prior Charge Holder has executed the Land Title Act Form D which is attached hereto and forms part of this Agreement.

REPRINT OF
RECEIPT RECORD



Village of Pemberton
PO Box 100 7400 Prospect St
Pemberton, BC V0N 2L0
Phone No. : (604)894-6135
Fax No. : (604)894-6136

--- Item ID #0001 ---
DPVAR : Development Variance
GL : 01-1-256900-1500
1@ 950.00 950.00
Payment Subtotal 950.00
PST 0.00
GST 10698 5872 0.00

Payment Total 950.00
=====

CHEQUE	950.00
--------	--------

NAME: CATA MANAGEMENT LTD
CHEQUE NUMBER: 001687
NOTES: VARIANCE PERMIT PHASE 1C SUNST
Change 0.00

21-Apr-21
D:0000007764
EARANGUREN

15:38:16
B:2021042101
R:0000032407