

-BOARD OF VARIANCE-

Agenda for the Board of Variance Meeting of the Village of Pemberton to be held Wednesday, September 22, 2021 at 5:00 PM via ZOOM Webinar ID: 837 3329 3432

	Page
1. CALL TO ORDER	
In honour of the Lil'wat7ul, the Village of Pemberton acknowledges that we are meeting within the unceded territory of the Lil'wat Nation.	
2. APPROVAL OF AGENDA	
Recommendation: THAT the agenda be approved as presented.	1
3. MINUTES	2
a) Board of Variance Meeting, July 28, 2021	
Recommendation: THAT the minutes of the Board of Variance meeting held July 28, 2021 be adopted as circulated.	
4. Lot 9, Phase 2A Sunstone Ridge	6
Report to the Board of Variance: Cameron Chalmers, Consulting Planner	
The Agent Cam McIvor, on behalf of the Applicant, Sunstone Ridge Developments Ltd., is applying to the Board of Variance to vary the minimum front yard setback requirement of 5 m to 2 m for Lot 9 in Phase 2A to allow for a single family dwelling to be built on the subject property. Front setbacks for the RSA-1 Zone are subject to Section 13.1.5 (a) of Zoning Bylaw No. 832, 2018. If supported, the variance will help lessen the required grading and therefore minimize the impact of hillside development on this lot.	
5. NEW BUSINESS	
6. NEXT MEETING	
Wednesday October 27, 2021 (as required).	
7. ADJOURNMENT	

BOARD OF VARIANCE MINUTES

Minutes for the Board of Variance Meeting of the Village of Pemberton held Wednesday, July 28, 2021 at 5:00 PM via ZOOM Webinar ID: 837 3329 3432

IN ATTENDANCE:	Trevor Burton, Chair Phill Read Tom Fitzgerald
STAFF IN ATTENDANCE:	Mark Barsevskis, Contract Planner Lisa Pedrini, Manager of Development Services (Minutes)
APPLICANT:	Reid Madiuk, Coast Essential Construction, Agent Farhang Shahidi, Property Owner
PUBLIC:	0

1. CALL TO ORDER

At 5:05 p.m. the meeting was called to order.

In honour of the Lil'wat7ul, the Village of Pemberton acknowledged that we are meeting within the unceded territory of the Lil'wat Nation.

2. APPROVAL OF AGENDA

Moved/Seconded
THAT the agenda be approved as circulated.
CARRIED

3. MINUTES

Moved/Seconded
THAT the minutes of the Board of Variance meeting held June 23, 2021, be adopted as circulated.
CARRIED

4. 7508 Pebble Creek Drive – Lot 6, District Lot 211, Lillooet District Plan EPS4695

Contract Planner Mark Barsevskis presented a report summarizing the requested variance for an increase to the allowable retaining wall height. The following variances from Sections 4.13 and 7.21 of Residential (R-1) of Zoning Bylaw No. 832, 2018 are requested:

- To vary Section 4.13(a) viii. to vary the height of two (2) retaining walls, from 1.2 metres as required to a maximum of 1.86 meters, a relaxation of 0.66 metres, to be sited on the lot in general compliance with location on the PROPOSED SITE PLAN LOT 6 dated March 22, 2021 or in a location approved by Building Permit.
- To vary Section 7.21 9 (a) i. to relax the maximum height of a retaining wall, from 1.2 to a maximum of 1.86 metres, a relaxation of 0.66 metres.

The Board were given the opportunity to ask questions of Staff, and the applicants were allowed to speak in favour of the requested variance and answer questions. Staff provided context on the Hillside Development Design Guidelines, adopted by Council in April 2020 which provides recommendations on best practices for hillside development.

Moved/Seconded

THAT the Board of Variance approve the following variance for 7508 Pebble Creek Drive

- To vary Section 4.13(a) viii. to vary the height of two (2) retaining walls, from 1.2 metres as required to a maximum of 1.86 meters, a relaxation of 0.66 metres, to be sited on the lot in general compliance with location on the PROPOSED SITE PLAN LOT 6 dated March 22, 2021 or in a location approved by Building Permit; and
- To vary Section 7.21 9 (a) i. to relax the maximum height of a retaining wall, from 1.2 to a maximum of 1.86 metres, a relaxation of 0.66 metres.

CARRIED

5. 7510 Pebble Creek Drive – Lot 6, District Lot 211, Lillooet District Plan EPS4695

Contract Planner Mark Barsevskis presented a report summarizing the requested variance for an increase to the allowable retaining wall height. The following variances from Sections 4.13 and 7.21 of Residential (R-1) of Zoning Bylaw No. 832, 2018 is requested:

- To vary Section 4.13 (a) i. to relax the maximum projection length of a retaining wall greater than 1.2m in height into any required setback, from 0.6m to a maximum of 1.449, a relaxation of 0.849m.
- To vary Section 4.13(a) viii. to vary the height of four (4) retaining walls, from 1.2 metres as required to a maximum of 2.04 meters, a relaxation of 0.84 metres, to be sited on the lot in general compliance with location on the SITE PLAN LOT 7 A-01.2 dated March 13, 2021 or in a location approved by Building Permit.

- To vary Section 7.21 9 (a) i. to relax the maximum height of a retaining wall, from 1.2metres to a maximum of 2.04 metres, a relaxation of 0.84 metres.

The Board were given the opportunity to ask questions of Staff, and the applicants were allowed to speak in favour of the requested variance and answer questions. The applicants noted that following the Village's zoning requirements for retaining walls did not fit into the terrain as well as the proposal and that, in their opinion, the proposal better met the objectives of the Hillside Development Design Guidelines, hence the rationale for both of the requested variances.

Moved/Seconded

THAT the Board of Variance approve the following variance for 7510 Pebble Creek Drive

- To vary Section 4.13 (a) i. to relax the maximum projection length of a retaining wall greater than 1.2m in height into any required setback, from 0.6m to a maximum of 1.449, a relaxation of 0.849m.
- To vary Section 4.13(a) viii. to vary the height of four (4) retaining walls, from 1.2 metres as required to a maximum of 2.04 meters, a relaxation of 0.84 metres, to be sited on the lot in general compliance with location on the SITE PLAN LOT 7 A-01.2 dated March 13, 2021 or in a location approved by Building Permit.
- To vary Section 7.21 9 (a) i. to relax the maximum height of a retaining wall, from 1.2metres to a maximum of 2.04 metres, a relaxation of 0.84 metres.

CARRIED

6. **NEW BUSINESS**

Staff advised that no new applicants have applied to the Board of Variance by the deadline of July 28 (today); therefore, no meeting is scheduled for August 25, 2021.

7. **NEXT MEETING**

The next meeting date will be September 22, 2021, as required.

8. **ADJOURNMENT**

Moved/Seconded

THAT the Board of Variance meeting be adjourned.

CARRIED

At 6:00 p.m. the meeting was adjourned.

This is a true and correct
copy of a meeting of the
Board of Variance of the

4

Village of Pemberton, held
July 28, 2021.

Chair – Trevor Burton

DRAFT

Date: September 22, 2021
From: Cameron Chalmers, RPP, MCIP, Consulting Planner
Subject: Future Phase 2A Lot 9 – Garage Setback
Applicant: Cam McIvor, CATA Management Ltd. on behalf of Sunstone

PURPOSE

The purpose of this report is for the Board of Variance to consider an application made by CATA Management Ltd. on behalf of Sunstone Ridge Developments Ltd to vary the front yard setback for a proposed lot currently under subdivision application.

BACKGROUND

Phase 2A of the Sunstone Ridge development is currently in the subdivision approvals process. As part of that process, the Village is requiring the subdivision applicants to undertake extensive site grading analysis to establish future building elevations and site grading to minimize the impacts of hillside development.

The following location map shows the location of the proposed lot in Sunstone– Lot 9 in Phase 2A – for which a variance is being sought. The subject property has been outlined in red below.

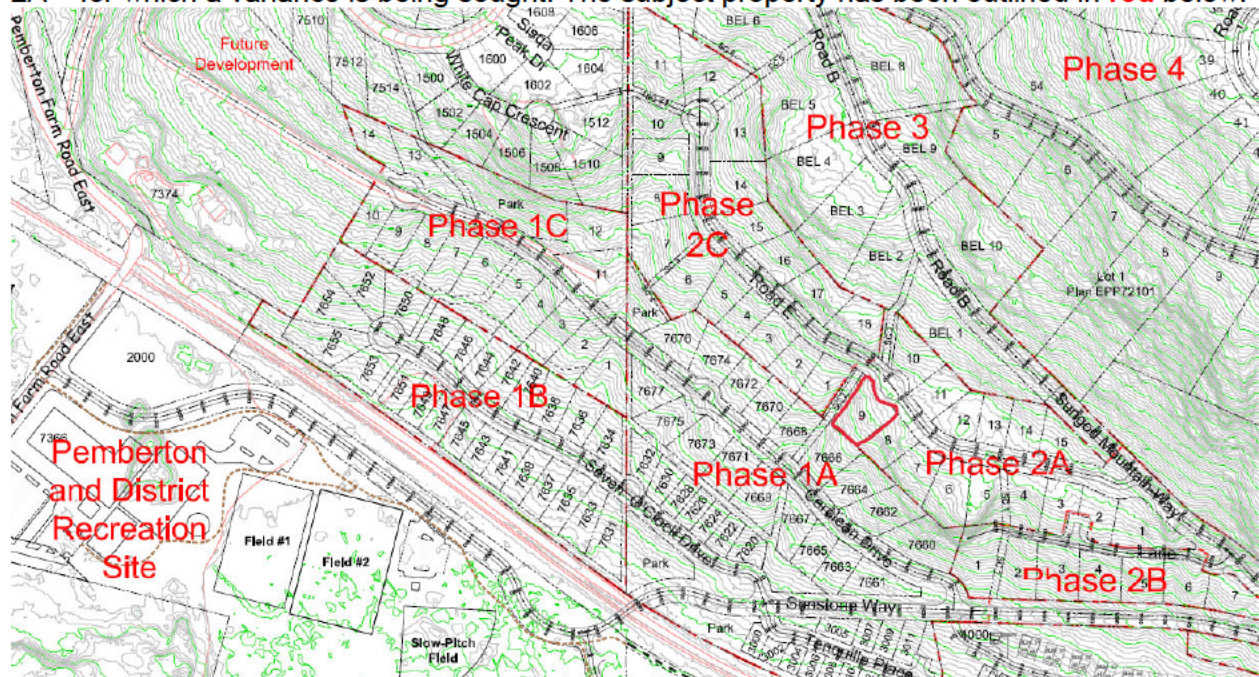


Figure 1: Location Plan

As the subdivision has not been registered, a civic address has not been assigned.

DESCRIPTION OF THE REQUESTED VARIANCE

Proposed Lot 9 is intended as a single-detached dwelling. Due to the existing grade of the site, and the Village's efforts to minimize the impacts of hillside development, the Applicants have prepared a comprehensive grading scheme, including establishing the location and elevation of buildings.

Through this analysis, the Applicant's have proposed minimizing driveway lengths to avoid topography on the south portions of the lands being subdivided. On proposed Lot 9, this results in a need to orient the house, driveway and garage in a manner that encroaches on the Zoning Bylaw setback requirement.

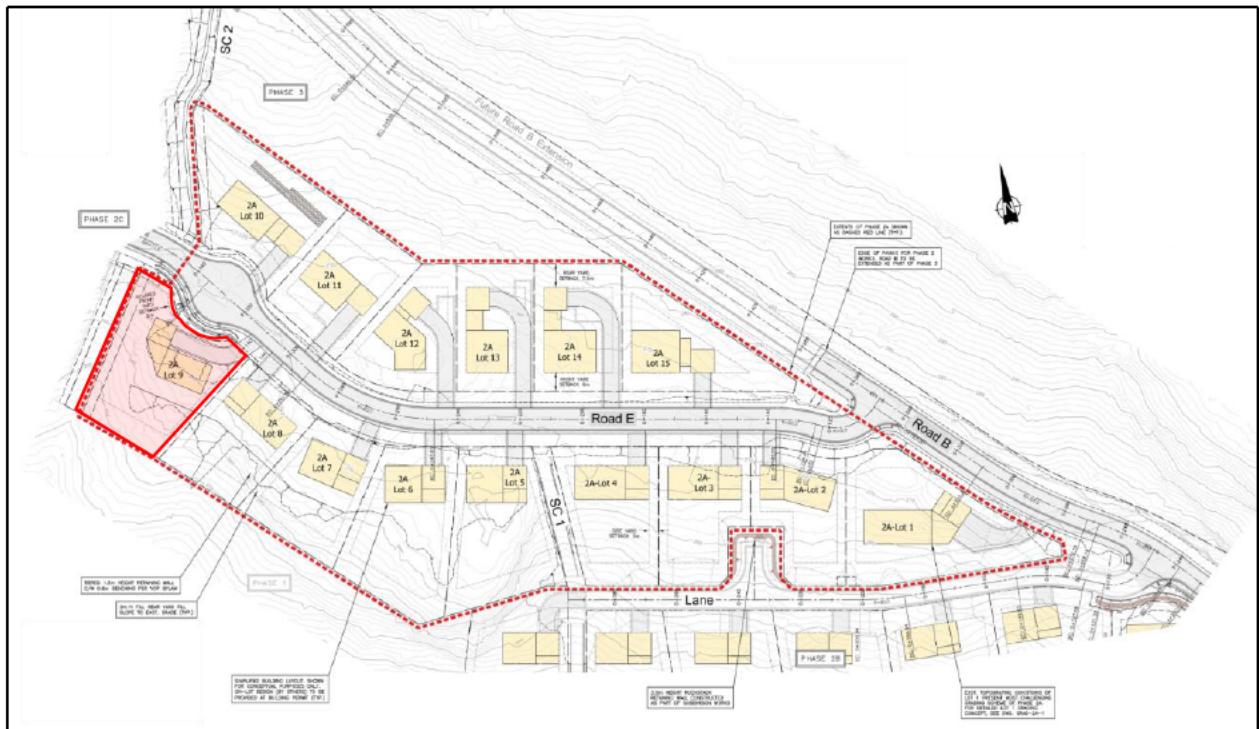


Figure 2: Proposed Subdivision and Building Siting

The Applicant's rationale is attached as **Appendix A** and outlines the detailed rationale. The following detailed drawing of the Lot identifies the proposed variance.

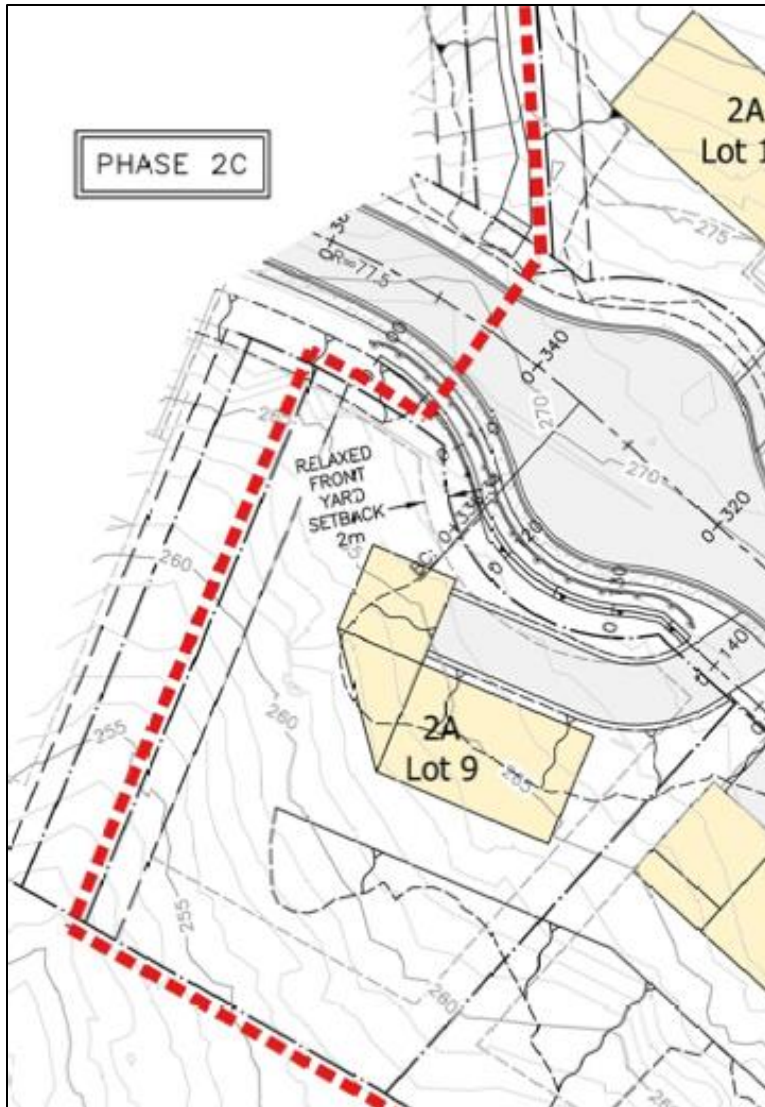


Figure 3: Proposed Lot Detail

ZONING BYLAW NO. 832, 2018

The Village of Pemberton Zoning Bylaw Residential Amenity 1 (RSA-1) zone, section 13.1.5(b) establishes a minimum front yard setback of 5 metres.

The proposed variance is to allow a minimum front yard setback of 2 metres, a proposed variance of 3 metres.

THE LOCAL GOVERNMENT ACT, R.S.B.C. 2015

The following Section 542(1) of the *Local Government Act* is relevant to the decision making of the Board of Variance and the decision under this subsection is final:

542 (1) On an application under section 540, the board of variance may order that a minor variance be permitted from the requirements of the applicable bylaw, or that the applicant be exempted from section 531 (1) [*alteration or addition while non-conforming use continued*], if the board of variance

- a) has heard the applicant and any person notified under section 541,
- b) finds that undue hardship would be caused to the applicant if the bylaw or section 531 (1) is complied with, and
- c) is of the opinion that the variance or exemption does not do any of the following:
 - i. result in inappropriate development of the site;
 - ii. adversely affect the natural environment;
 - iii. substantially affect the use and enjoyment of adjacent land;
 - iv. vary permitted uses and densities under the applicable bylaw;
 - v. defeat the intent of the bylaw;
 - vi. vary the application of an applicable bylaw in relation to residential rental tenure.

As per Section 542(3) of the *Local Government Act*, the default time frame is that construction must start within two years from the date of the order, this time frame can be altered longer or shorter by the Board of Variance in their decision.

COMMUNICATIONS

A notice regarding this application has been mailed to all properties within 100 metres of the subject lands, satisfying Section 541 of the *Local Government Act*. If any submissions are received, they will be shared with the Board of Variance the evening before the meeting.

OPTIONS

The Board of Variance in their consideration of the application for Proposed Lot 9, Sunstone Phase 2A to vary Section 13.1.5(b) of Zoning Bylaw No. 832, 2018 to vary the minimum front yard setback from 5 metres to 2 metres has the following options for the variance requested:

- (i) Approve the variance as presented;
- (ii) Approve the variance with conditions established by the Board;
- (iii) Reject the variance; The Applicant will have to redesign the site grading plan and building siting proposal or the applicant will have the option to seek a Development Variance Permit from Village of Pemberton Council.
- (iv) Deem the variance request to be outside the mandate of the Board of Variance, as the Board does not consider the request to be “minor”.

NOTICE OF DECISION

The decision of the majority of the membership shall be the decision of the Board. Village Staff shall, within seven (7) days of a decision, send by mail or otherwise deliver the written decision of the Board to the applicant, all persons who made representation at the hearing, and the Village of Pemberton Building Inspector. Village Staff shall, within seven (7) days of the decision, enter that decision in the record maintained at the local government office.

ATTACHMENTS:

Appendix A: Application Package

August 3, 2021

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

Attention: Board of Variance

Dear Board Members:

**Reference: Board of Variance Application
Sunstone Future Phase 2A Lot 9 – Garage Setback
Part of Lot 2, DL 211, LLD, Plan EPP72101 Except Plan EPP88381**

On behalf of Sunstone Ridge Developments Ltd. (Owner/Developer), please find attached a Board of Variance Application for future Phase 2A Lot 9 on part of Lot 2, DL 211, LLD, Plan EPP72101 Except Plan EPP88381 (hereafter referred to as Sunstone Ridge Phase 2A Lot 9) in Pemberton.

This Variance Application is submitted to permit a 2-m garage setback on Lot 9 in Phase 2A consistent with that illustrated on the Lot Grading drawings. These Lot Grading drawings will be registered on Title for all Lots in Phase 2A as a Development Permit condition associated with development of the Phase 2A subdivision.

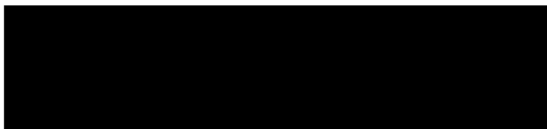
For this Application, we are requesting approval for variance of the Minimum Front Setback for future Lot 9 as specified in the Village of Pemberton Zoning Bylaw 832. The Bylaw requires a Minimum Front Setback of 5-m for structures in the RSA-1 Zone. This Application requests approval of a 2-m Front Setback for a garage/carport for Lot 9 to facilitate practical onsite development of the lot.

The following documents are attached in support of this Application:

- Cover letter
- Application Form and Checklist
- Owner's Agent Authorization
- Description and Rationale
- Current Legal Subdivision Plans
- Sunstone Phasing Concept
- Preliminary Lot Grading Design Drawings, Webster Engineering Ltd., July 2021
- Title Certificate and Charges on Title
- \$400 Application Fee

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 Sunstone Ridge Developments Ltd.

attachment: Board of Variance Application as detailed above

cc: Nyal Wilcox, Sunstone Ridge Developments Ltd.



BOARD OF VARIANCE APPLICATION

Date of Application: _____ VOP File Number: _____

APPLICANT INFORMATION:

Name: _____ Postal Address: _____
 Phone: _____
 Fax: _____
 Cel: [REDACTED] Email: [REDACTED]

REGISTERED OWNER INFORMATION:

Name: _____ Postal Address: _____
 Phone: _____
 Fax: _____
 Cel: [REDACTED] Email: [REDACTED]

PROPERTY INFORMATION:

Civic Address: _____ Legal Description: _____
 _____ Zoning Designation: _____
 _____ Section in Bylaw to be varied: _____

DESCRIPTION OF VARIANCE REQUESTED:

APPLICATION CHECKLIST:

Certificate of Title	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Site Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	
Application Fee	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Property Within Agricultural Land Reserve	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	
Authorization Form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	Property Subject to Riparian Area Regulations	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Rationale for Variance	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	Property Adjacent to Residential Properties	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

I, Applicant's name hereby allow for the purposes of this application, any member(s) of the Board of Variance to view the property of [REDACTED] variance upon request.

Signature

For Office Use Only			
Roll No.: _____	Prospero No.: _____		
Related Files: _____	Fee Submitted: \$ _____ Receipt No.: _____		

BOARD OF VARIANCE APPLICATION CHECKLIST

Pre-Application

- Meet with the Manager of Development Services to review: bylaws, policies, regulations, and any special restrictions (Land Use Contract, development permits, restrictive covenants, etc.)
- Review driveway access, road widening, service connection, etc. with a Certified Professional Engineer.
- Have a clear understanding of the required variance being appealed to the Board.

Application

- Complete Board of Variance Application form (can be obtained from the Village office or online (www.pemberton.ca))
- Letter addressed to the Board (photos optional)
- Floor plan (for existing and proposed) showing space uses and door and window locations
- Elevation plans
- Certificate of Title (not older than 30 days) – may be obtained from the Village office for a \$20.00 fee
- Any documents registered on the title, covenants, easements, rights-of-ways, building schemes, or design guidelines
- Letter of Authorization (if required)
- Copy of the Strata Council's approval for the proposed structure (for strata-owned properties)
- A non-refundable application fee of \$250.00, payable to the Village of Pemberton
- Site Plan, showing requested variance
 - Lot measurements, width, length and area of lot
 - Building envelope (based on the zoning bylaw required setbacks)
 - Identify adjacent roads, lanes streets, etc.
 - Identify all tree locations, size and species
 - North arrow indicator

For All Existing Buildings

- Detailed dimensions of exterior width and length
- Area of each floor and number of floors

For All Proposed Buildings

- Detailed dimensions of exterior width and length
- Area of each floor and number of floors
- Exterior stairs
- Heights (showing requested variance, if height variance is requested)
- Area of accessory buildings
- Include distance from any buildings, decks, garages, carports and sheds to all lot lines

Lot Coverage (in percentages)

- Lot coverage allowed
- Lot coverage required for existing structure
- Lot coverage required for proposed structure
- Total lot coverage



Date: May 28, 2021

Village of Pemberton
PO Box 100
Pemberton, BC
VON 2L0

Letter of Agency

Re: PID: 030-329-621 LOT 2 DISTRICT LOT 211 LILLOOET DISTRICT PLAN
EPP72101 EXCEPT PLAN EPP88381

(the "Subject Lands")

To Who It May Concern;

I, Nyal Wilcox, being the duly authorized representative of the Registered Owner of the Subject Lands, hereby authorize Cam McIvor and or CATA Management Ltd, to act as Agent and authorized signatory for the Registered Owner in respect of all matters relating to the Village of Pemberton approvals, including but not limited to; Zoning/OCP Bylaw amendments, variance and subdivision of the Subject Lands.

Signature of Authorized Representative of Registered Owner

Nyal Wilcox, President
Sunstone Ridge Developments Ltd.

406-119 West Pender St., Vancouver, B.C., V6B 1S5

Description and Rationale Statement
Board of Variance Application
Sunstone Phase 2A Lot 9 – Front Setback Variance
Part of Lot 2, DL 211, LLD, Plan EPP72101 Except Plan EPP88381

Description of Proposed Development and Variance

The Sunstone Ridge residential development 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. This development is proceeding in Phases as shown in the Phasing Concept drawing.

Phase 2A is located on property legally described as Lot 2, DL 211, LLD, Plan EPP72101 Except Plan EPP88381, and will provide 15 single-family residential lots. The site is zoned RSA-1 for residential development, and site servicing construction for Phase 2 is currently underway.

This Variance Application is submitted to permit a 2-m garage setback on Lot 9 in Phase 2A consistent with that illustrated on the Lot Grading drawings. These Lot Grading drawings are being submitted in a separate Development Permit Application for Lot Grading, and are proposed to be registered on Title for all Lots in Phase 2A.

For this Application, we are requesting approval for variance of the Minimum Front Setback for Lot 9 as specified in the Village of Pemberton Zoning Bylaw 832. The Bylaw requires a Minimum Front Setback of 5-m for structures in the RSA-1 Zone. This Application requests approval of a 2-m Front Setback for a garage/carport for Lot 9 to facilitate practical onsite development of the lot.

Rationale in Support of Proposed Minimum Front Setback Variation

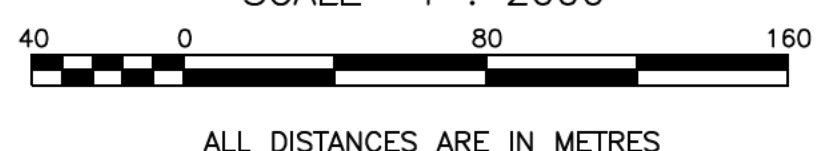
Detailed investigation of Lot Grading was undertaken for the proposed Sunstone Phase 2A residential development. The attached Preliminary Lot Grading concept was prepared to demonstrate that grading of individual lots can be carried out within the Zoning Bylaw requirement for maximum 1.2-m high retaining walls. The Village requires that this Lot Grading concept be registered on Title for all Lots in Phase 2A.

As a result of the considerable ground slope on Lot 9, it was found during the Lot Grading design process that the most practical concept for development of Lot 9 was to have a long driveway terminating as high on the site as possible as illustrated in the Plan View of the Lot Grading drawings. This configuration requires that the garage/carport structure be within 2-m of the front property boundary. The Zoning Bylaw however requires structures to be set back 5-m from the front property boundary. A variance to the Minimum Front Setback is therefore needed on Lot 9 to permit a garage/carport structure to be within 2-m of the front property boundary as illustrated on the Lot Grading drawings. The variance would not apply to the rest of the dwelling structure. This type of variance is commonly approved in other jurisdictions such as Whistler if conditions warrant it.

This Variance is required for consistency with the Lot Grading drawings that will be registered on Title for Lot 9.

SUBDIVISION PLAN OF LOT 2, DISTRICT LOT 211,
LILLOOET DISTRICT, PLAN EPP1353
PURSUANT TO SECTION 67 OF THE LAND TITLE ACT

BCCS 926.037
SCALE 1 : 2000



ALL DISTANCES ARE IN METRES

SS 00 S 0 SS
9 0 0 9
B B

LEGEND

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

FOUND PLACED

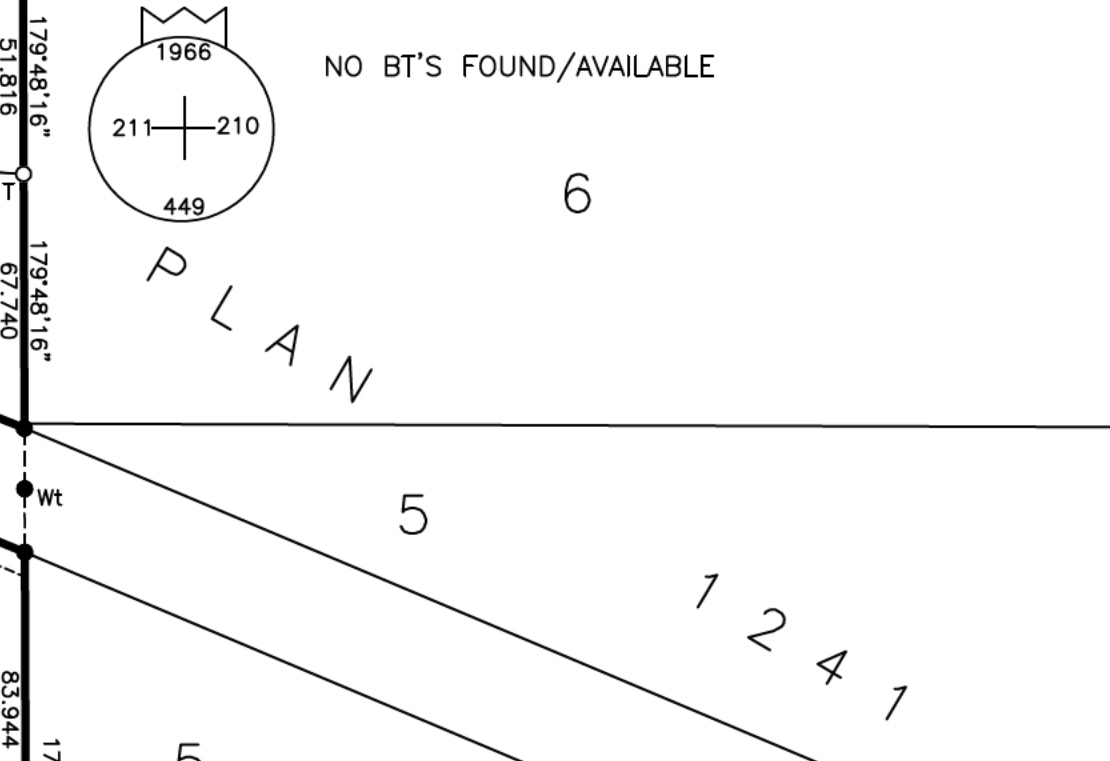
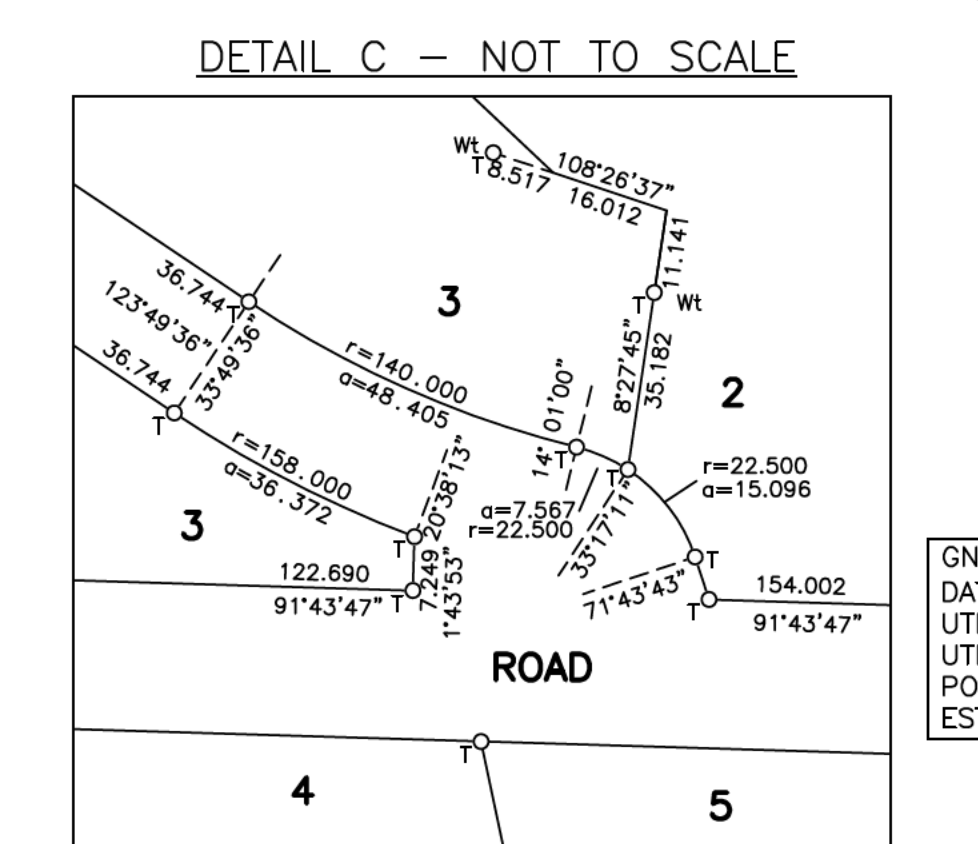
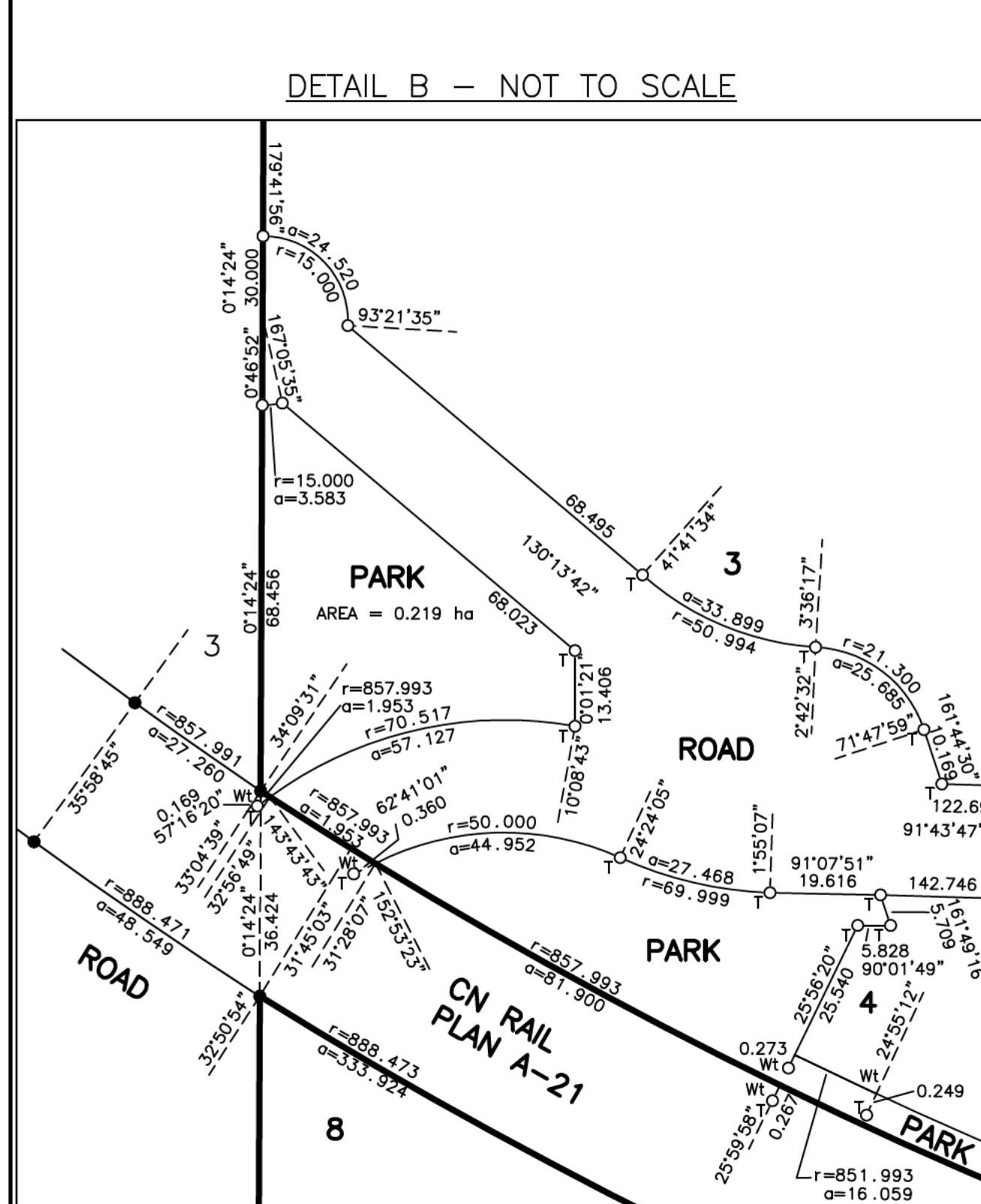
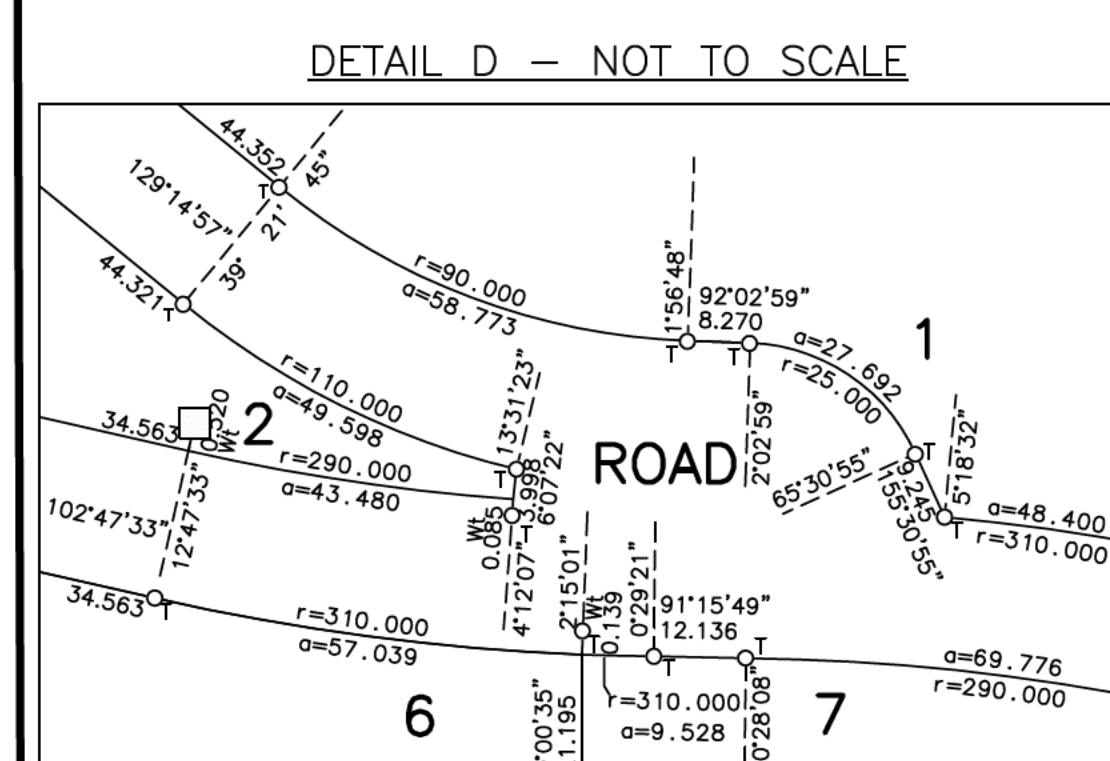
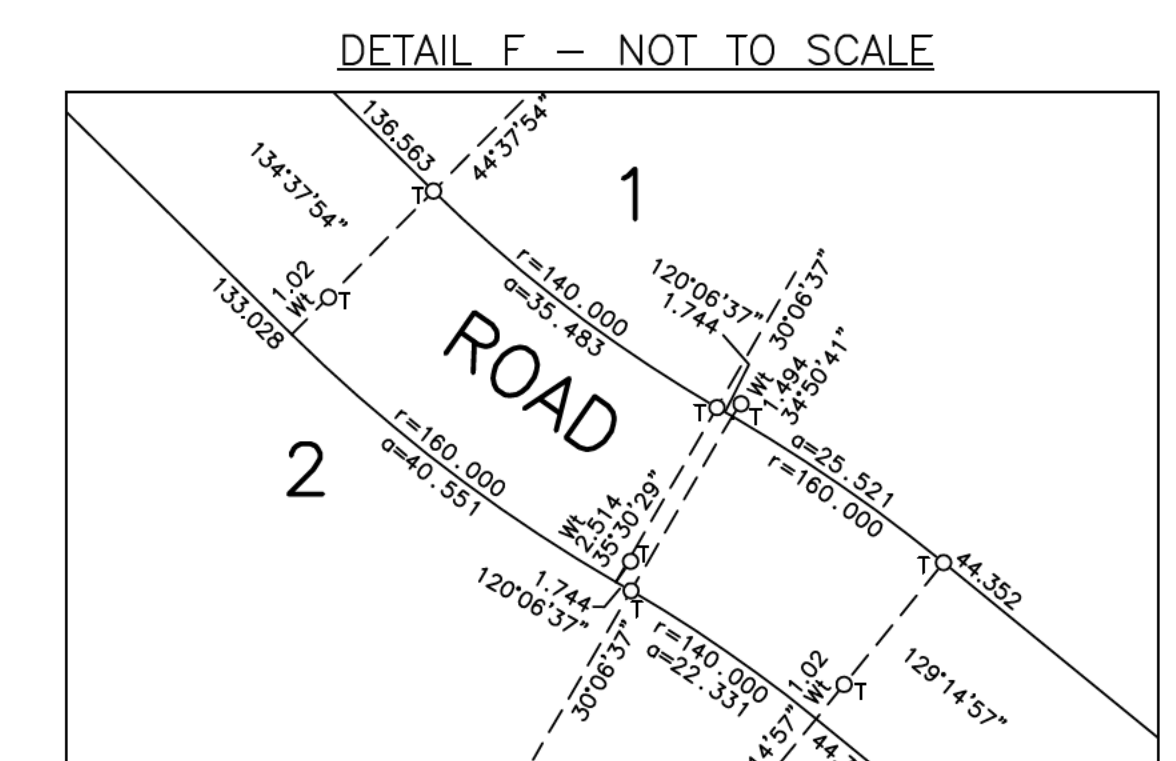
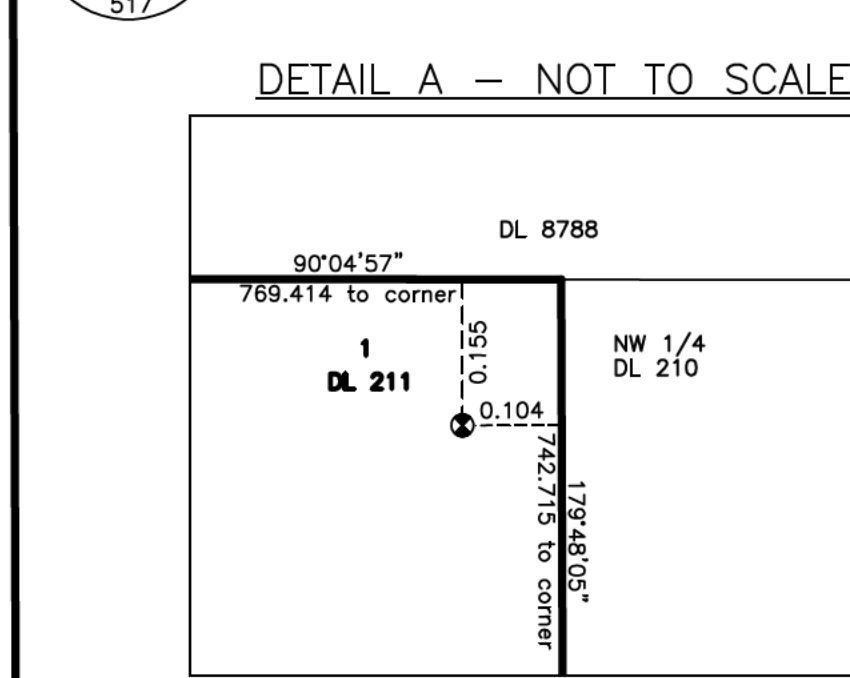
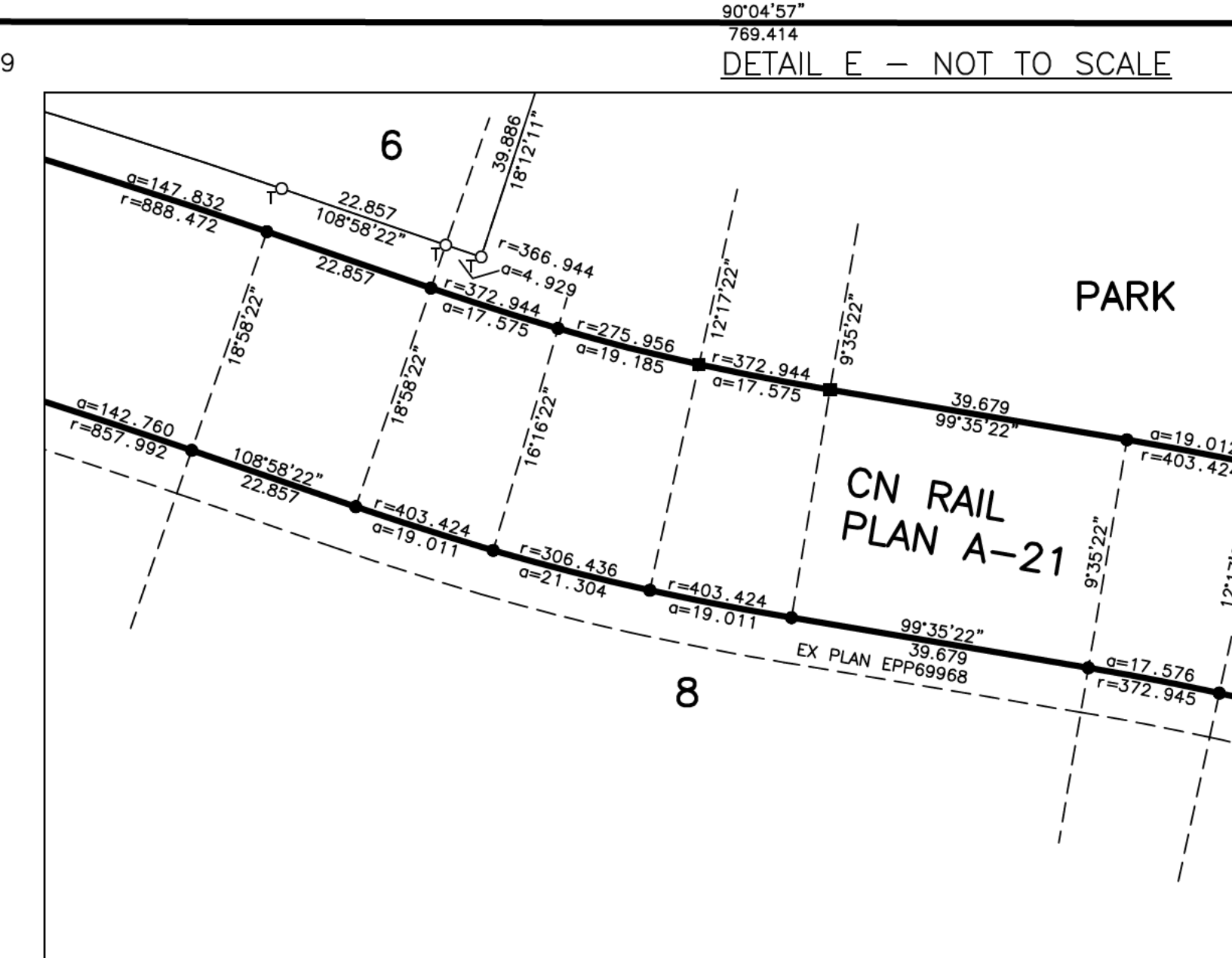
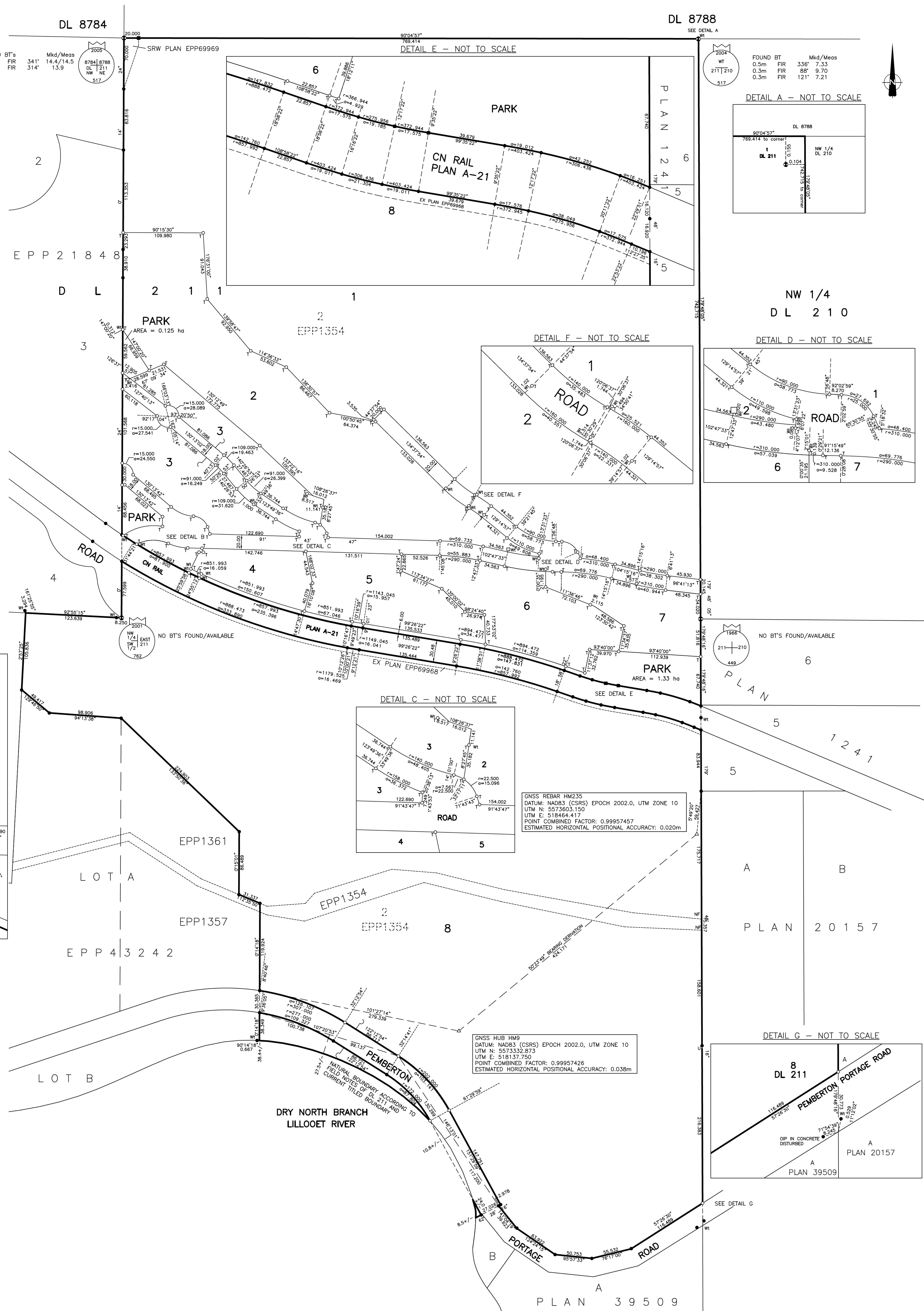
- Lead Plug ■ □
- Standard Capped Post ● ○
- Standard Iron Post • ◦
- Traverse Hub ▲
- Set by T. Burton BCLS 890 (2014) T
- Not Found NF
- Global Navigation Satellite System GNSS

FOUND BT's
0.8m FIR 341' 14.4/14.5
0.45m FIR 314' 13.9

2005
8784/8788
DL 211
NW NE
517

2004
WT
211/210
517

FOUND BT Mkd/Meas
0.5m FIR 336' 7.33
0.3m FIR 88' 9.70
0.3m FIR 121' 7.21



GNSS REBAR HM235
DATUM: NAD83 (CSRS) EPOCH 2002.0, UTM ZONE 10
UTM N: 5573503.150
UTM E: 518464.417
POINT COMBINED FACTOR: 0.99957457
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.020m

GNSS HUB HM9
DATUM: NAD83 (CSRS) EPOCH 2002.0, UTM ZONE 10
UTM N: 5573332.873
UTM E: 518137.750
POINT COMBINED FACTOR: 0.99957426
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.038m

AREAS	
DESCRIPTION	TOTAL AREA
LOT 1, DL 211, LILLOOET DISTRICT, PLAN EPP72101	43.2 ha
LOT 2, DL 211, LILLOOET DISTRICT, PLAN EPP72101	7.00 ha
LOT 3, DL 211, LILLOOET DISTRICT, PLAN EPP72101	3.10 ha
LOT 4, DL 211, LILLOOET DISTRICT, PLAN EPP72101	0.939 ha
LOT 5, DL 211, LILLOOET DISTRICT, PLAN EPP72101	1.89 ha
LOT 6, DL 211, LILLOOET DISTRICT, PLAN EPP72101	2.35 ha
LOT 7, DL 211, LILLOOET DISTRICT, PLAN EPP72101	1.39 ha
LOT 8, DL 211, LILLOOET DISTRICT, PLAN EPP72101	45.9 ha

This Subdivision Plan Lies Within the Jurisdiction of the Approving Officer for the Village of Pemberton
This Plan Lies Within the Agricultural Land Reserve
This Plan Lies Within the 'Squamish-Lillooet' Regional District
The field survey represented by this plan was completed on the 27th day of April, 2017.
Michael W. Vail, BCLS 963

HIGHMARK LAND SURVEYING AND ENGINEERING LTD.
P.O. Box 1490, Whistler, B.C. V0N 1B0
Office: 604-366-3733
E-mail: info@hlmse.co
FILE: J16037_P17025E

SUBDIVISION PLAN OF LOT 4 AND PARTS OF LOT 2 AND LOT 3,
ALL OF DL 211, LILLOOET DISTRICT, PLAN EPP72101

PLAN EPP88381

BCCS 92J.037
SCALE 1 : 500



The intended plot size of this plan is 1118mm in height by 864mm in width (E 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 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 0.99956464. The average combined factor has been determined based on an ellipsoidal elevation of 240.00 metres.



GNSS S51
DATUM: NAD83 (CSRS) EPOCH 2002.0, UTM ZONE 10
UTM N: 5573897.907
UTM E: 517702.797
POINT COMBINED FACTOR: 0.99957354
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.025m

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

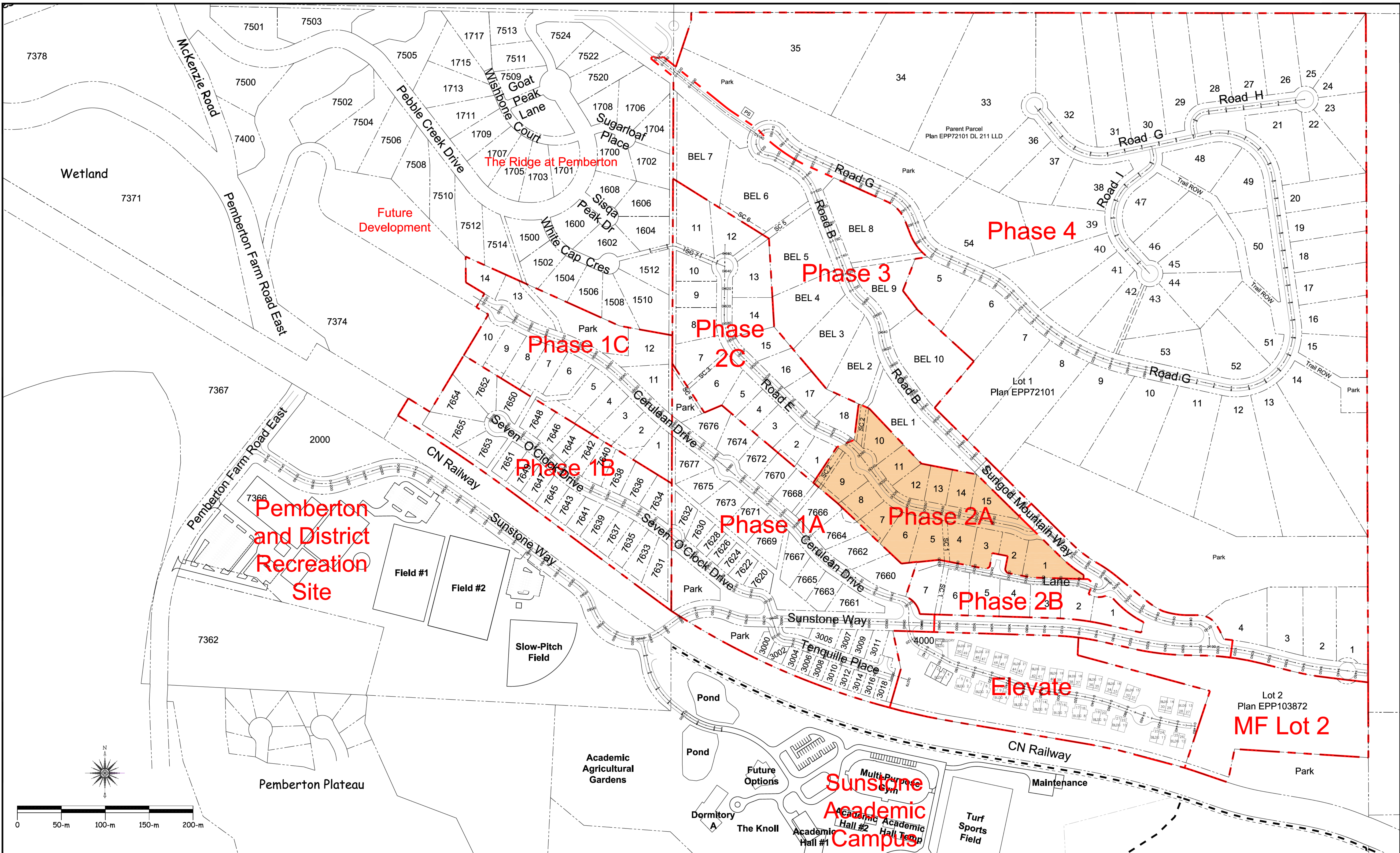
FOUND PLACED

- Standard Rock Post ●
- Standard Capped Post ●
- Standard Iron Post ●

GNSS S55
DATUM: NAD83 (CSRS) EPOCH 2002.0, UTM ZONE 10
UTM N: 5573898.204
UTM E: 517975.984
POINT COMBINED FACTOR: 0.99957338
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.021m

Block outline monumentation has been approved for this survey
This Subdivision Plan Lies Within the Jurisdiction of the Approving Officer for the Village of Pemberton
This Plan Lies Within the 'Squamish-Lillooet' Regional District
The field survey represented by this plan was completed on the 28th day of November, 2018.
Michael W. Vail, BCLS 963

HIGHMARK LAND SURVEYING AND ENGINEERING LTD.
P.O. Box 1480, Whistler, B.C. V0N 1B0
Office: 604-966-3733
E-mail: info@hmlse.ca
FILE: J17044_P18071E



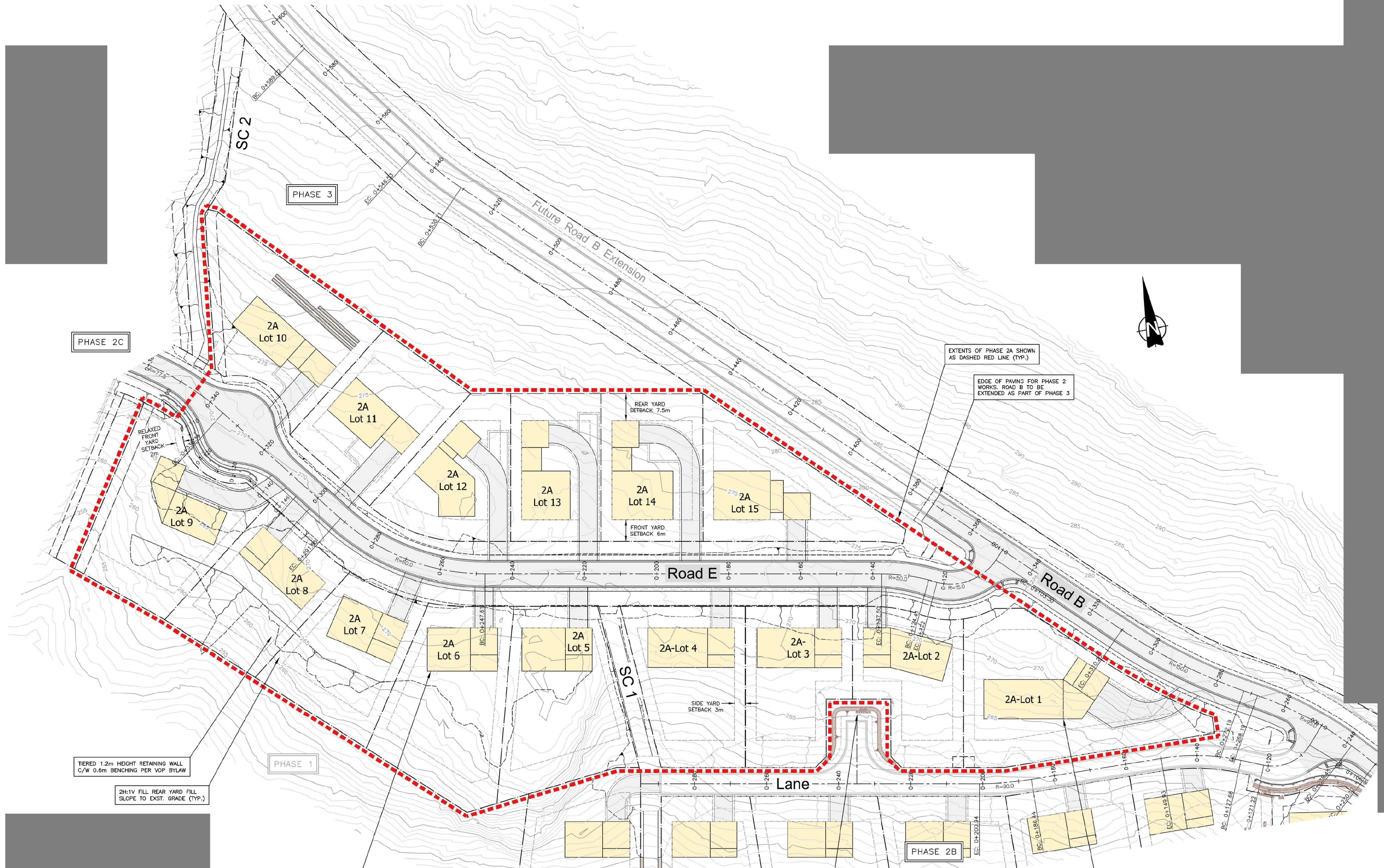
No.	Date	Description
1		

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

Design By:	
Drawn By:	GRC
Scale:	As shown

Client:	Sunstone Ridge Developments Ltd.
Project:	Sunstone Ridge Development
Drawing:	Phasing Concept (15Dec20)

Drawing No.:	x
Issue No.:	x
Sheet No.:	1 of x
Village File #:	



PHASE 2C

PHASE 3

PHASE 1

PHASE 2B

EXTENTS OF PHASE 2A SHOWN AS DASHED RED LINE (TYP.)
EDGE OF PAVING FOR PHASE 2 WORKS, ROAD B TO BE EXTENDED AS PART OF PHASE 3

TIERED 1.2m HEIGHT RETAINING WALL C/W 0.6m BENCHING PER VOP BYLAW

2H:1V FILL REAR YARD FILL SLOPE TO EXST. GRADE (TYP.)

SIMPLIFIED BUILDING LAYOUT SHOWN FOR CONCEPTUAL PURPOSES ONLY. ON-LOT DESIGN (BY OTHERS) TO BE PROVIDED AT BUILDING PERMIT (TYP.)

3.5m HEIGHT ROCKSTACK RETAINING WALL CONSTRUCTED AS PART OF SUBDIVISION WORKS

EXST. TOPOGRAPHIC CONDITIONS OF LOT 1 PRESENT MOST CHALLENGING GRADING SCHEME OF PHASE 2A. FOR DETAILED LOT 1 GRADING CONCEPT, SEE DWG. GRAD-2A-1

no.	date	revision	chk'd	no.	date	revision	chk'd
1	JUL.14.21	GENERAL REVISION	JAT				

client
SUNSTONE RIDGE DEVELOPMENTS LTD.

project
**SUNSTONE RIDGE - PHASE 2
PEMBERTON, BRITISH COLUMBIA**

PROFESSIONAL ENGINEERS

WEBSTER ENGINEERING LTD.
LAND DEVELOPMENT CONSULTANTS

3745 DELBROOK AVENUE, NORTH VANCOUVER, B.C. V7N 3Z4 983-0458

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approved

designed by B.J.W.
drawn by B.J.W.
checked by J.A.T.
date JAN.20.21

title
**PRELIMINARY LOT GRADING
PHASE 2A - OVERALL**

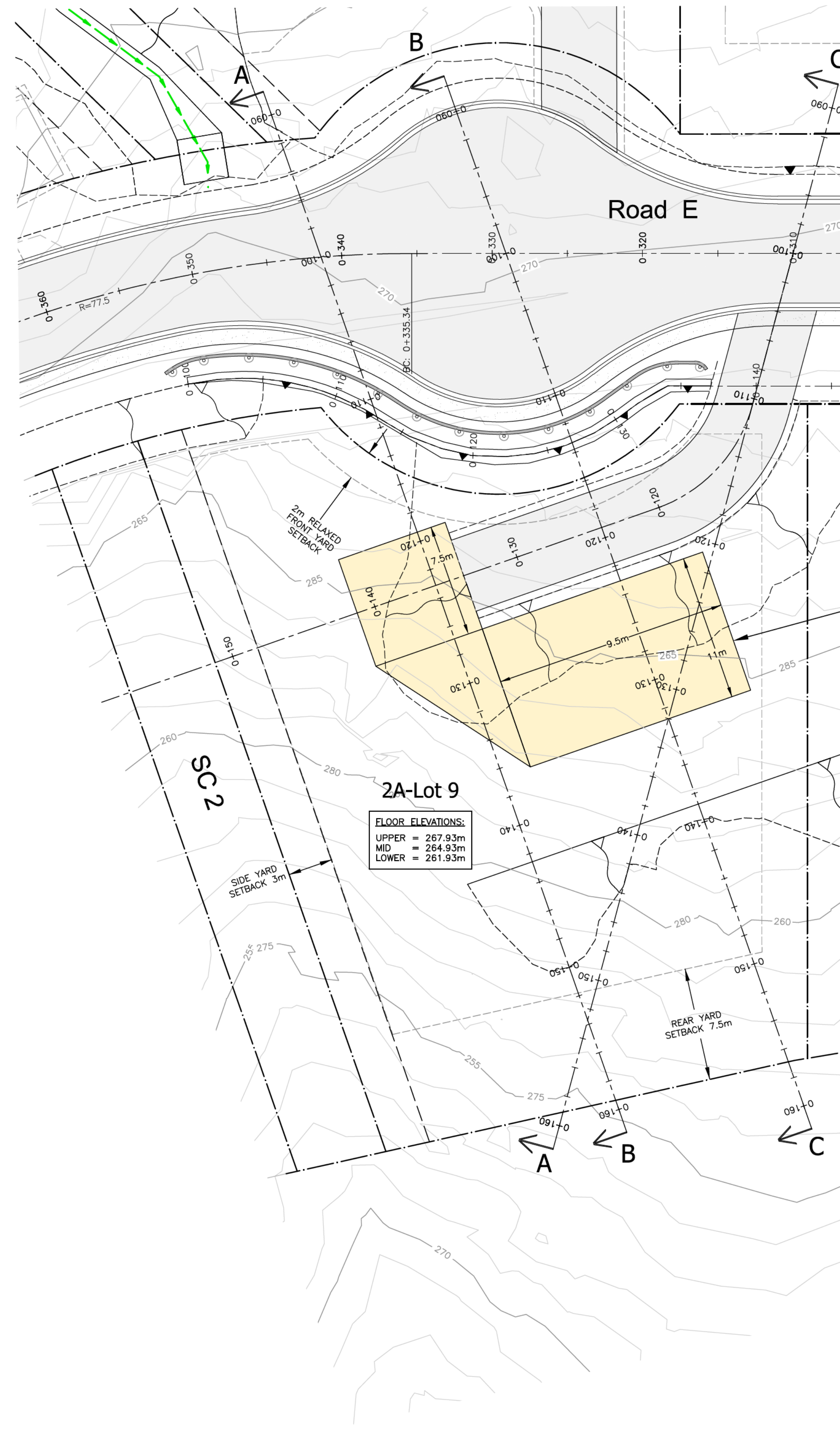
scales
hor: 1:500 vert: -

file no.
3964

drawing no.
GRAD-2A-0A

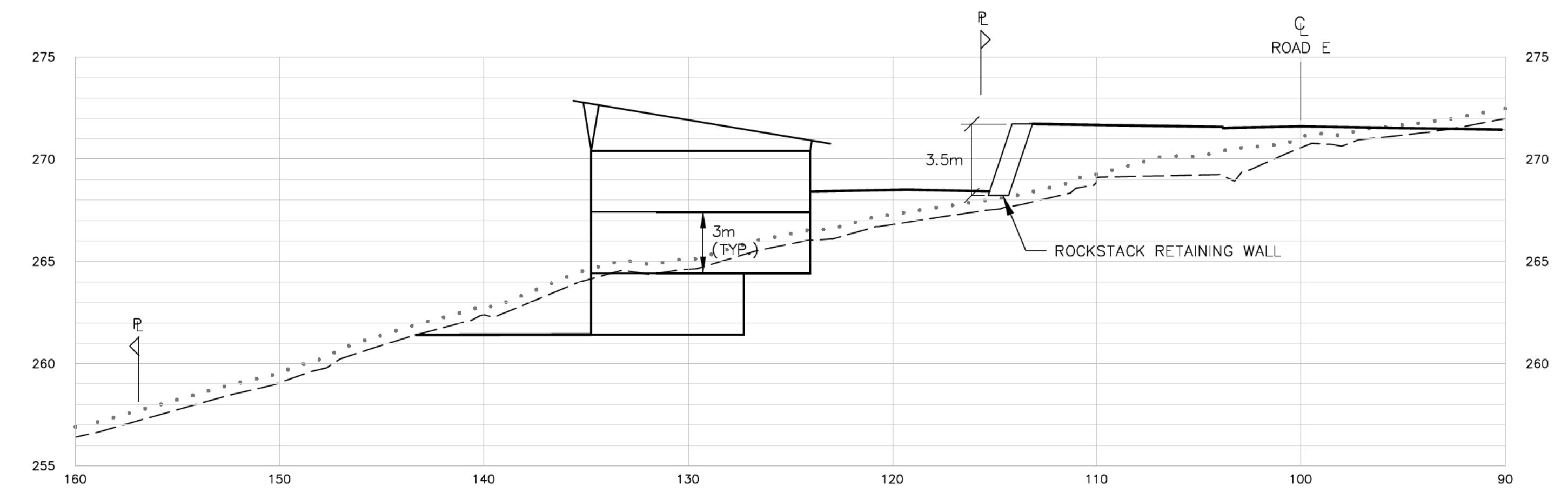
rev.
1

F:\3900\3964 Sunstone Ridge - Phase 2_Pemberton\DETAILED DESIGN\15-LOT GRADING PLAN\PH 2A.dwg 2021-07-16 4:38:10 PM, BW

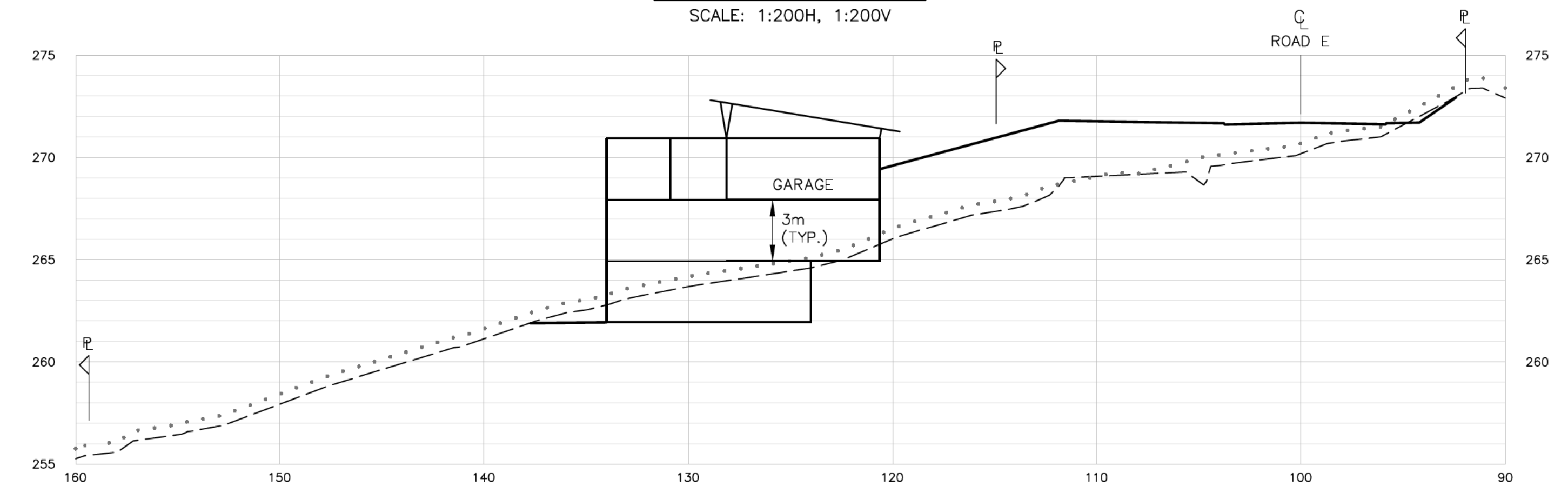


FLOOR ELEVATIONS:
 UPPER = 267.93m
 MID = 264.93m
 LOWER = 261.93m

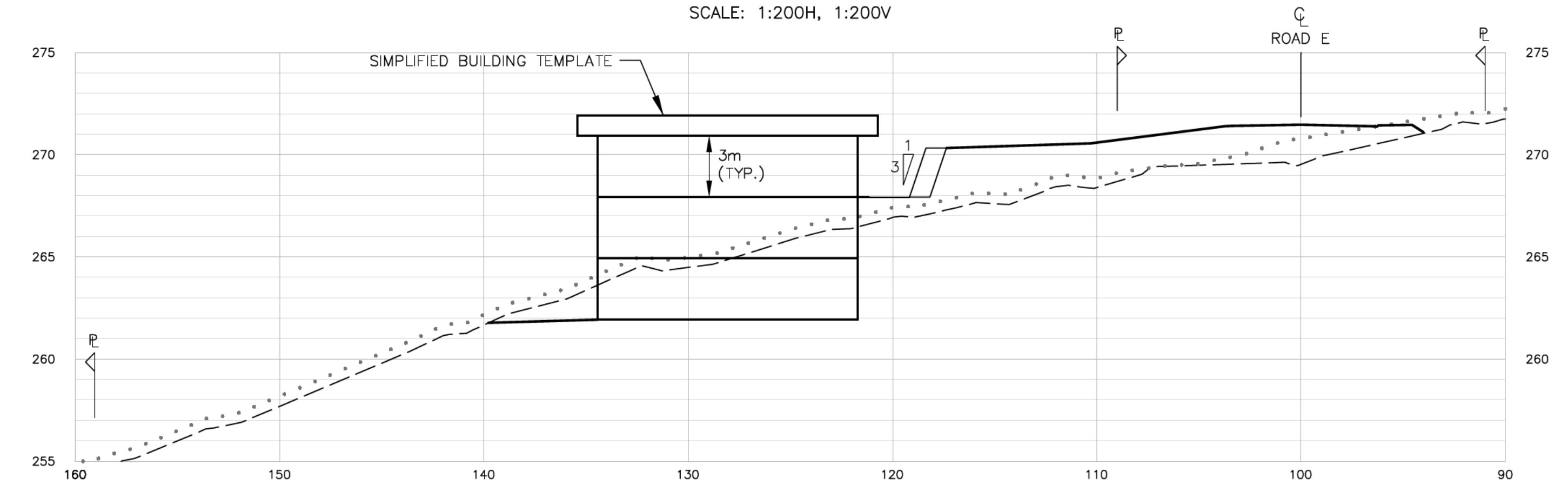
PLAN
 SCALE: 1:200



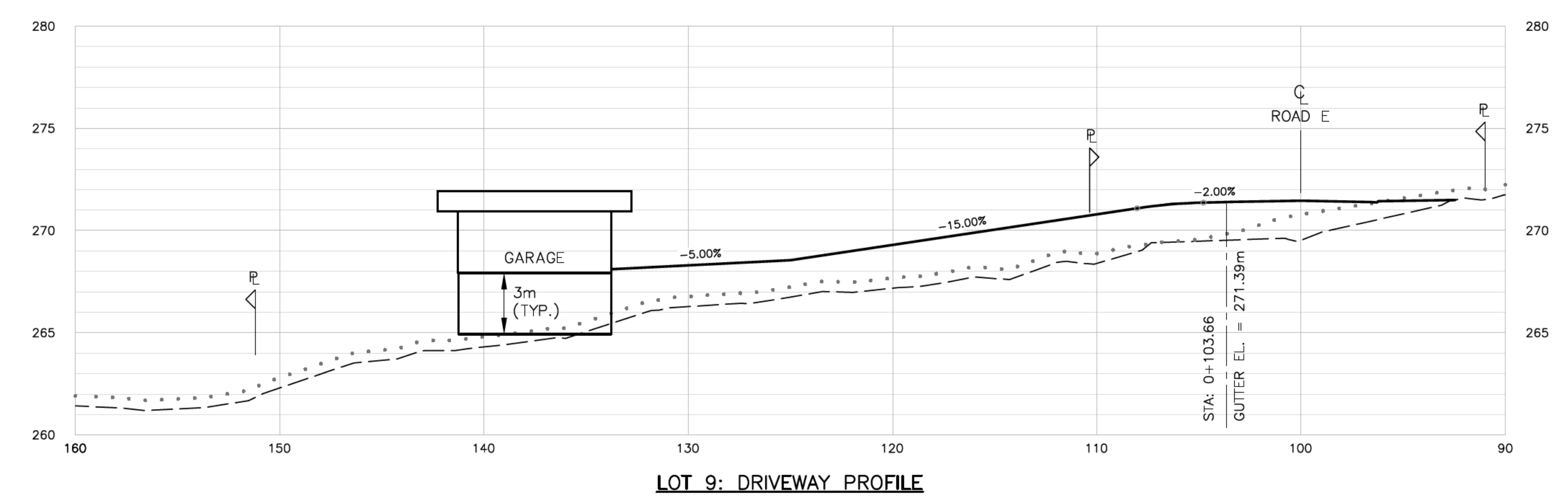
LOT 9: SITE SECTION C-C
 SCALE: 1:200H, 1:200V



LOT 9: SITE SECTION B-B
 SCALE: 1:200H, 1:200V



LOT 9: SITE SECTION A-A
 SCALE: 1:200H, 1:200V



LOT 9: DRIVEWAY PROFILE
 SCALE: 1:200H, 1:200V

no.	date	revision	chk'd	no.	date	revision	chk'd
1	JUL.06.21	GENERAL REVISION	JAT				

client
SUNSTONE RIDGE DEVELOPMENTS LTD.
 project
SUNSTONE RIDGE - PHASE 2
PEMBERTON, BRITISH COLUMBIA

PROFESSIONAL ENGINEERS
WEBSTER ENGINEERING LTD.
 LAND DEVELOPMENT CONSULTANTS
 3745 DELBROOK AVENUE, NORTH VANCOUVER, B.C. V7N 3Z4 983-0458

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approved
 designed by B.J.W.
 drawn by B.J.W.
 checked by J.A.T.
 date JAN.20.21

title
PRELIMINARY LOT GRADING
PHASE 2A - LOT 9
 scales
 hor: 1:200
 vert: 1:200
 file no.
3964
 drawing no.
GRAD-2A-9
 rev.
1

F:\39003964 Sunstone Ridge - Phase 2 - Pemberton\DETAILED DESIGN\15-Lot Grading Plans\PH 2A.dwg - 2021-07-14 1:57:54 PM, BW

TITLE SEARCH PRINT

2021-05-12, 09:48:28

File Reference:

Requestor: Thea Wilcox

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

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA8077726
From Title Number CA7260225

Application Received 2020-03-09

Application Entered 2020-03-23

Registered Owner in Fee Simple
Registered Owner/Mailing Address: SUNSTONE RIDGE DEVELOPMENTS LTD., INC.NO. BC0857673
#406 - 119 WEST PENDER STREET
VANCOUVER, BC
V6B 1S5

Taxation Authority North Shore - Squamish Valley Assessment Area
Pemberton, Village of
Pemberton Valley Dyking District

Description of Land
Parcel Identifier: 030-329-621
Legal Description:
LOT 2 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP72101 EXCEPT PLAN
EPP88381

Legal Notations
HERETO IS ANNEXED RESTRICTIVE COVENANT CA1132532 OVER LOT 1
PLAN EPP1353

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE CA4415324

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE CA4415329

HERETO IS ANNEXED EASEMENT CA6987764 OVER PART OF LOTS B EPP74427

HERETO IS ANNEXED RESTRICTIVE COVENANT LB319180 OVER LOT 1
PLAN EPP1353

TITLE SEARCH PRINT

2021-05-12, 09:48:28

File Reference:

Requestor: Thea Wilcox

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	CA6503577
Registration Date and Time:	2017-12-11 18:40
Registered Owner:	VILLAGE OF PEMBERTON
Remarks:	INTER ALIA

Nature:	RESTRICTIVE COVENANT
Registration Number:	CA6503578
Registration Date and Time:	2017-12-11 18:40
Remarks:	INTER ALIA APPURTENANT TO PCL A (DD W34182F PL A21) DL 211 LD

Nature:	EASEMENT
Registration Number:	CA6503589
Registration Date and Time:	2017-12-11 18:40
Remarks:	INTER ALIA APPURTENANT TO LOT 8 EPP72101

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA7251685
Registration Date and Time:	2018-12-14 11:28
Registered Owner:	VILLAGE OF PEMBERTON
Remarks:	PART IN PLAN EPP88379

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA7251688
Registration Date and Time:	2018-12-14 11:28
Registered Owner:	VILLAGE OF PEMBERTON
Remarks:	PART IN PLAN EPP88380

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

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.

Michelle Faith
Yung U5QB1N

Digitally signed by Michelle Faith Yung U5QB1N
DN: c=CA, cn=Michelle Faith Yung U5QB1N, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm? id=U5QB1N
Date: 2017.12.11 16:25:59 -08'00'

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

Borden Ladner Gervais LLP
1200 - 200 Burrard Street
P.O. Box 48600
Vancouver
Document Fees: \$286.32

BC V7X 1T2

Tel. No. 604-687-5744
File No. 556105.000003
Client No. 10439

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-950-191 LOT 2 DISTRICT LOT 211 LILLOET DISTRICT PLAN EPP1353

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Mark V. Lewis

Barrister & Solicitor

1200 Waterfront Centre, 200 Burrard Street, P.O. Box 48600, Vancouver, Canada V7X 1T2
604-640-4143

Execution Date		
Y	M	D
17	11	3

Transferor(s) Signature(s)

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Melissa Sutherland

Y	M	D
17	11	15

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

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

Name: Mike Richman
Title: Mayor

(as to all signatures)

Name: Nikki Gilmore
Title: CAO

Richard Myhill-Jones

17	12	08
----	----	----

BRITISH COLUMBIA RAILWAY COMPANY, by its authorized signatory:

Commissioner for Taking Affidavits in British Columbia
#600 - 221 West Esplanade
North Vancouver, B.C. V7M 3J3

Name: Gordon Westlake
Title: President & CEO

Jacqueline Lum

17	11	07
----	----	----

HSBC BANK CANADA, by its authorized signatory(ies):

A Commissioner for Taking Affidavits for British Columbia
885 West Georgia Street
Vancouver, B.C. V6C 3G1
Commission Expires: January 31, 2020

Name and Title: Richard Nailen
Assistant Vice President
Commercial Real Estate

(as to all signatures)

Name and Title: Hsien Keen Lau
Officer
Commerical Real Estate

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		in favour of Village of Pemberton

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Restrictive Covenant		Dominant Lands: Parcel Identifier: 013-256-327 Parcel A (DD W34182F on Plan A21) District Lot 211 Lillooet District

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Covenant herein priority

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Restrictive Covenant herein priority

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.

ITEM 5 TRANSFEROR(S)

SUNSTONE RIDGE DEVELOPMENTS LTD. (Inc. No. BC0857673)
As to Covenant and Restrictive Covenant

HSBC BANK CANADA
As to Priority Agreement

ITEM 6 TRANSFEREE(S)

VILLAGE OF PEMBERTON
PO Box 100
7400 Prospect Street
Pemberton, BC V0N2L0

As to Covenant

BRITISH COLUMBIA RAILWAY COMPANY
#600 - 221 West Esplanade
North Vancouver BC V7M 3J3

As to Restrictive Covenant

TERMS OF INSTRUMENT - PART 2
NOISE AND VIBRATION RESTRICTIVE COVENANT

AMONG:

SUNSTONE RIDGE DEVELOPMENTS LTD., INC. NO. BC0857673
(the "Covenantor")

AND:

BRITISH COLUMBIA RAILWAY COMPANY
(“BCRC”)

AND:

VILLAGE OF PEMBERTON
(the "Village")

WHEREAS:

- A. The Covenantor is the registered owner of the lands and premises more particularly described in Item 2 of Part 1 of this General Instrument (the "**Burdened Lands**");
- B. BCRC is the registered owner of the lands and premises more particularly described under the heading "ADDITIONAL INFORMATION" beside the words "NATURE OF INTEREST Restrictive Covenant" in Item 3 of Part 1 of this General Instrument (the "**Benefitted Lands**");
- C. Section 219 of the *Land Title Act* provides, *inter alia*, 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
- D. The Covenantor agrees with BCRC and the Village (collectively, the "**Covenantee**") for the benefit of the Benefitted Lands to restrict the use of the Burdened Lands or of buildings or structures on the Burdened Lands as detailed in this Covenant.

NOW THEREFORE in consideration of the payment of the sum of ONE (\$1.00) DOLLAR by the Covenantee to the Covenantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Covenantor (for itself and its successors and assigns and others claiming under it) covenants and agrees as follows:

1. Restrictive Covenant

- 1.1 The Covenantor acknowledges that the Benefitted Lands consist of railway yards or transportation corridors, or both, that are used for railway purposes and abut or are adjacent to the Burdened Lands.
- 1.2 The Covenantor, as the owner of the Burdened Lands, for itself and its successors and assigns and others claiming under it, hereby covenants and agrees that the Burdened Lands shall not be used in any manner which:
 - (a) may adversely affect the lateral support between the Burdened Lands and the Benefitted Lands;

- (b) may adversely affect the stability of the slope which supports the railway line situate on the Benefitted Lands; or
 - (c) alters the existing grades or drainage patterns in respect of the Burdened Lands in such a way as would adversely affect drainage from or to the Benefitted Lands and therefore adversely affect use of the Benefitted Lands as a rail or transportation corridor, except to the extent that may be required by applicable municipal storm drainage requirements.
- 1.3 The benefit of the covenants referred to above in section 1.2 made by the Covenantor shall be annexed to and run with each part of the Benefitted Lands and shall be for the benefit of BCRC, its successors and assigns and the owners, tenants and other occupants from time to time of the Benefitted Lands, or any part thereof and others claiming under them. The burden of the covenants referred to in section 1.2 made by the Covenantor shall be annexed to and run with every part of the Burdened Lands.
- 1.4 The Covenantor personally covenants and agrees that it shall not object to the use of the Benefitted Lands for railway purposes or to any noise or vibration associated with such use, provided the railway use is consistent with prevailing standards in the railway industry from time to time in Canada.
- 1.5 The Covenantor personally releases and forever discharges BCRC, its successors and assigns, and the owners, tenants and other occupants from time to time of the Benefitted Lands, or any part thereof, and each of their respective agents, contractors, licensees and invitees (collectively the "**Released Parties**") from all liabilities, claims, actions, damages, costs, fees and expenses that it has ever had, now has or in the future may have against any of the Released Parties relating to or arising from any matters referred to in the preceding section 1.4.
- 1.6 In conjunction with any sale of the Burdened Lands, the Covenantor shall obtain and deliver to BCRC a written agreement from the transferee of the Burdened Lands or any portion thereof in favour of BCRC whereby the transferee provides covenants to BCRC in the form contained in sections 1.4 and 1.5 hereof in respect of the Burdened Lands or the portion thereof, as the case may be, together with a covenant to similarly obtain such covenants in favour of BCRC from any subsequent purchaser or purchasers of the Burdened Lands or any portion thereof.
2. Section 219 Covenant
- 2.1 The Covenantor acknowledges that the Burdened Lands may be subject to and affected by noise and vibration as a result of the use of the Benefitted Lands for railway purposes.
- 2.2 The Covenantor hereby releases, indemnifies and saves harmless the Village, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of action, claims, damages, expenses (including actual legal fees incurred on a solicitor/client basis), costs, losses (including injurious affection) or demands arising out of or in any way due directly or indirectly, to the granting of this Agreement including:
- (a) the performance or any default of the Covenantor under this Agreement;
 - (b) any steps taken by the Village to enforce this Agreement; and
 - (c) any damage to or loss of property on or about the Burdened Lands.
- 2.3 Nothing contained or implied herein shall prejudice or affect the rights and powers of the Village in the exercise of its functions pursuant to the *Local Government Act* or the *Community Charter* or its rights and powers under any other enactment to the extent the same are applicable to the

Burdened Lands, all of which may be fully and effectively exercised in relation to the Burdened Lands as if this Agreement had not been executed and delivered by the Covenantor.

- 2.4 This Agreement does not affect or limit any enactment applying to the Burdened Land or relieve the Covenantor from complying with any enactment.

3. General

- 3.1 Priority - The Covenantor agrees that this Agreement is to be registered against title to the Burdened Lands in priority to all financial encumbrances which charge the Burdened Lands or any part thereof.

- 3.2 Remedies - If the Covenantor fails to comply with this Agreement or if any breach of this Agreement occurs, then the Covenantor acknowledges and agrees that the Covenantee shall be entitled to apply for and obtain an injunction against the Covenantor and any other person who may be causing a breach of this Agreement, in addition to any and all other remedies available to the Covenantee, at law or in equity, in respect of such failure or breach. The Covenantor hereby acknowledges the inadequacy of a remedy in damages and the irreparable harm which would be caused to the Covenantee by any such failure or breach.

- 3.3 Personal Liability - Notwithstanding anything contained herein, the Covenantor and the Covenantee shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of any act or omission occurring after the Covenantor or the Covenantee, respectively, ceases to have any further interest in the Burdened Lands or the Benefitted Lands, respectively.

- 3.4 Notice - Any demand or notice which may be given to any of the parties hereto pursuant to this Agreement shall be in writing, and shall be delivered or sent by postage prepaid mail and addressed to the intended recipient as follows:

- (a) to BCRC at:

British Columbia Railway Company
600- 221 West Esplanade
North Vancouver, B.C.
V7M3J3
Attention: President

with a copy to:

Canadian National Railway Company
935, rue de la Gauchetiere Ouest
16e etage
Montreal, QC
H3B2M9
Attention: Chief Legal Officer

- (b) to the Village at:

Village of Pemberton
PO Box 100
7400 Prospect Street
Pemberton, BC V0N 2L0

- (c) to the Covenantor at:

Sunstone Ridge Developments Ltd.
14185 Rio Place
Surrey, BC V3S 0L2

or to such other address as the intended recipient may have most recently notified the other parties hereto in writing as an address for the delivery of notices hereunder. The time of receipt of any such demand or notice shall be deemed to be the day of delivery if delivered on a business day and, if not a business day, then on the next business day following the date of such delivery, or on the fourth business day after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice shall not be effective unless delivered.

("Business day" means any day excluding Saturdays, Sundays and statutory holidays in the Province in which the Benefitted and Burdened Lands are located.)

- 3.5 No Waiver - No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 3.6 Severability - If any provision of this Agreement or any part hereof is determined to be invalid, it shall be severable and severed from this Agreement and the remainder of this Agreement shall be construed as if such invalid provision or part had been deleted from this Agreement.
- 3.7 Gender and Number - Words importing the masculine gender include the feminine and neuter genders and words in the singular include the plural and vice versa.
- 3.8 Further Assurances - The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.
- 3.9 Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the Province in which the Benefitted and Burdened Lands are located.
- 3.10 Binding Effect - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 3.11 Separate Lots - If the same Covenantor does not hereafter own all of the Burdened Lands, an owner of a Lot comprised in the Burdened Lands shall only be liable hereunder for defaults of the owner from time to time of such Lot and the Covenantee shall only enforce the terms of this instrument against that Lot and the owner from time to time of that Lot that is in default.

IN WITNESS WHEREOF the parties have executed this Agreement in Item 8 of Part I of this General Instrument.

CONSENT AND PRIORITY AGREEMENT

In consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, **HSBC BANK CANADA** (the "**Prior Charge Holder**"), the holder of the following financial charge(s) registered in the New Westminster Land Title Office against title to the Lands charged by this instrument:

Mortgage No. CA2253671 and

Assignment of Rents No. CA2253672

(the "Security")

for itself and its successors and assigns, hereby consents to the granting and registration of the within Section 219 Covenant and Restrictive Covenant (**collectively, the "Charges"**) and grants priority to the Charges over the Security and to the Prior Charge Holder's right, title and interest in and to the Lands charged by this instrument, in the same manner and to the same effect as if the Charges 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

Dec-11-2017 18:40:51.012

CA6503589 CA6503590

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.

Michelle Faith
Yung U5QB1N

Digitally signed by Michelle Faith Yung
U5QB1N
DN: c=CA, cn=Michelle Faith Yung
U5QB1N, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.dfm?
id=U5QB1N
Date: 2017.12.11 16:30:34 -08'00'

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

Borden Ladner Gervais LLP

1200 - 200 Burrard Street

P.O. Box 48600

Vancouver

BC V7X 1T2

Tel. No. 604-687-5744

File No. 556105.000003

Client No. 10439

Document Fees: \$143.16

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))

SUNSTONE RIDGE DEVELOPMENTS LTD.

14185 RIO PLACE

SURREY

V3S 0L2

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)

Mark V. Lewis

Barrister & Solicitor

1200 Waterfront Centre, 200 Burrard
Street, P.O. Box 48600, Vancouver,
Canada V7X 1T2
604-640-4143

Execution Date

Y	M	D
17	11	3

Transferor(s) Signature(s)

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.

Village of Pemberton
Board of Variance Meeting
September 22, 2021
Page 33 of 85

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Mark V. Lewis

Y	M	D
17	11	8

SUNSTONE RIDGE DEVELOPMENTS LTD. by its authorized signatory:

Barrister & Solicitor

1200 Waterfront Centre, 200 Burrard Street, P.O. Box 48600, Vancouver, Canada V7X 1T2

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Jacqueline Lum

Y	M	D
17	11	07

HSBC BANK CANADA by its
authorized signatory/(ies):

A Commissioner for Taking Affidavits for British Columbia

885 West Georgia Street
Vancouver, B.C. V6C 3G1
Commission Expires: January 31, 2020

Print Name: Richard Nailen
Assistant Vice President
Commercial Real Estate

(as to all signatures)

Print Name: Hsien Keen Lau
Officer
Commerical Real Estate

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

Related Plan Number: **EPP72101**

STC for each PID listed below? YES

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

NO PID NMBR LOT 1 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP72101

NO PID NMBR LOT 2 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP72101

NO PID NMBR LOT 3 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP72101

NO PID NMBR LOT 4 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP72101

NO PID NMBR LOT 5 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP72101

NO PID NMBR LOT 6 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP72101

NO PID NMBR LOT 7 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP72101

**LAND TITLE ACT
FORM E
SCHEDULE**

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Dominant Lands: NO PID, Lot 8 District Lot 211 Lillooet District Plan EPP72101

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Easement herein priority

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

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):

SUNSTONE RIDGE DEVELOPMENTS LTD. (INC. NO. BC0857673)
Registered Owner in Fee Simple (as to grant of Easement)

HSBC BANK CANADA
Holder of Mortgage and Assignment of Rents (as to grant of Priority)

TERMS OF INSTRUMENT - PART 2

NUISANCE EASEMENT

THIS AGREEMENT made as of the 11th day of December, 2017

BETWEEN:

SUNSTONE RIDGE DEVELOPMENTS LTD. (Inc. No. BC0857673)

(the "Grantor")

AND:

SUNSTONE RIDGE DEVELOPMENTS LTD. (Inc. No. BC0857673)

(the "Grantee")

WITNESSES THAT WHEREAS:

A. The Grantor is the registered owner in fee simple of those lands and premises situate in the Village of Pemberton, Province of British Columbia legally described in Item 2 of Part 1 of this Form C – General Instrument (the "**Servient Lands**").

B. The Grantee is the registered owner in fee simple of those lands and premises situate in the Village of Pemberton, Province of British Columbia adjacent to the Servient Lands and legally described under the heading "ADDITIONAL INFORMATION" beside the words "NATURE OF INTEREST Easement" in Item 3 of Part 1 of this Form C – General Instrument (the "**Dominant Lands**");

C. From time to time the Dominant Lands are used, *inter alia*, for the purposes of an outdoor festival oriented towards live music, entertainment, performance art, and social activities (the "**Festival**");

D. The Grantor has agreed to grant in favour of the Grantee, as a burden on the Servient Lands and an appurtenance to the Dominant Lands, an easement on the terms and conditions described herein to accommodate the Festival; and

E. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant to itself an easement over land that it owns for the benefit of other land that it owns in fee simple.

NOW THEREFORE in consideration of the premises and the sum of \$10.00 now paid by the Grantee to the Grantor and for other good and valuable consideration, the receipt and sufficiency of which the Grantor hereby acknowledges, the parties covenant and agree as follows:

1. Grant of Easement - The Grantor hereby grants to the Grantee and its assigns and successors in title, as appurtenant to the Dominant Lands, as and by way of an easement in perpetuity over the Servient Lands, for the benefit of the Dominant Lands and each part thereof, the full right and liberty for the Grantee, its successors in title, the owners and the occupiers of the Dominant Lands and any part thereof, and their respective servants, agents, contractors, licencees and invitees, at any time to use the Dominant Lands for the purposes of producing, hosting and carrying out the Festival without any

liability to the Grantor, its successors in title, the owners or the occupiers of the Servient Lands or any part thereof, or their respective tenants, servants, agents, contractors, or licencees, for any injury, damage, inconvenience, or nuisance to the Servient Lands or any part thereof or to any person thereon from or incidental to the production, hosting and carrying out of the Festival and, without limiting the generality of the foregoing, at any time to emit or produce from the Dominant Lands, to, on, or over the Servient Lands any noise, vibration, dust, light, smoke, odours, other offensive phenomena or other actions otherwise constituting a nuisance caused by the carrying on of the Festival on the Dominant Lands, so that the Grantor, its successors in title and the owners or occupiers of the Servient Lands from time to time shall have no right of action at law or in equity against the Grantee, its successors in title, the owners or the occupiers of the Dominant Lands or any part thereof, or their respective servants, agents, contractors, or licencees for any such injury, damage, inconvenience or nuisance with regard to the Servient Lands or any person thereon. This easement shall be binding upon the Servient Lands and any portions into which the Servient Lands may be subdivided from time to time and shall be for the benefit of the Dominant Lands and any portions into which the Dominant Lands may be subdivided and shall run with the land.

2. Binding Nature - The covenants of the Grantor in this Agreement shall be personally binding on the Grantor and its successors and all future owners of the Servient Lands or any portion of the Servient Lands, only while the Grantor or such future owner owns an interest in the Servient Lands and, in case the Servient Lands are subdivided, only with respect to the portion of the Servient Lands in which such person owns an interest. Nevertheless, the Servient Lands shall at all times remain charged by the burden of the easement and covenants granted in this Agreement.

3. Interpretation - Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic and vice versa, where the context or the parties hereto so require.

4. Governing Law - This Agreement shall be exclusively construed in accordance with and governed by the laws of the Province of British Columbia and the parties hereby agree to attorn to the exclusive jurisdiction of the Court of the Province of British Columbia.

5. Severability - If any provision of this Agreement or the application of any such provision to any person or circumstance is to any extent held to be or rendered invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances shall not be affected and shall continue to be applicable and enforceable to the fullest extent permitted by law.

6. Enurement - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in Item 8 of the Form C, General Instrument Part 1.

CONSENT AND PRIORITY AGREEMENT

In consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, HSBC BANK CANADA (the "**Prior Charge Holder**"), the holder of the following financial charge(s) registered in the New Westminster Land Title Office against title to the Land charged by this instrument:

Mortgage No. CA2253671; and
Assignment of Rents No. CA2253672

(the "**Security**")

for itself and its successors and assigns, hereby consents to the granting and registration of the within easement (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 Lands 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

Dec-14-2018 11:28:46.020

CA7251685 CA7251686

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
19:36:34 -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

Phone: 604-891-7500

File No: 079059-1 MVL/lmb

Document No: 21428008

Lot 2 Storm and Sanitary Corridor

Document Fees: \$143.16

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

030-329-621

LOT 2 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP72101

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

BC

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)

Mark V. Lewis

Barrister & Solicitor

2200 - 1055 West Hastings Street

Vancouver, BC V6E 2E9

Phone: 604-891-5180

Execution Date

Y	M	D
18	12	05

Transferor(s) Signature(s)

SUNSTONE RIDGE
DEVELOPMENTS LTD., by its
authorized signatory(ies):

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.

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 apply to the instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Ruiang Hou

Y	M	D
18	12	10

HSBC BANK CANADA, by its
authorized signatory(ies):

Commissioner for Taking Affidavits in British Columbia

885 W. Georgia Street
Vancouver, BC V6C 3G1
Commission Expires February 28,
2021

Richard Nailen
Assistant Vice President, Real Estate

Dale Telfer
Vice President, Commercial Real
Estate

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Over part on Plan EPP88379

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting above charge priority over Mortgage CA2253671 and Assignment of Rents CA2253672

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

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):

SUNSTONE RIDGE DEVELOPMENTS LTD. (Inc. No. BC0857673)
as to Statutory Right of Way

HSBC BANK CANADA
as to Priority

TERMS OF INSTRUMENT - PART 2

SRW AGREEMENT

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

BETWEEN:

SUNSTONE RIDGE DEVELOPMENTS LTD.
701 – 1155 Robson Street, Vancouver, BC, V6E 1B5

(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: 030-329-621
Lot 2, District Lot 211, Lillooet District Plan EPP72101

(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 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:

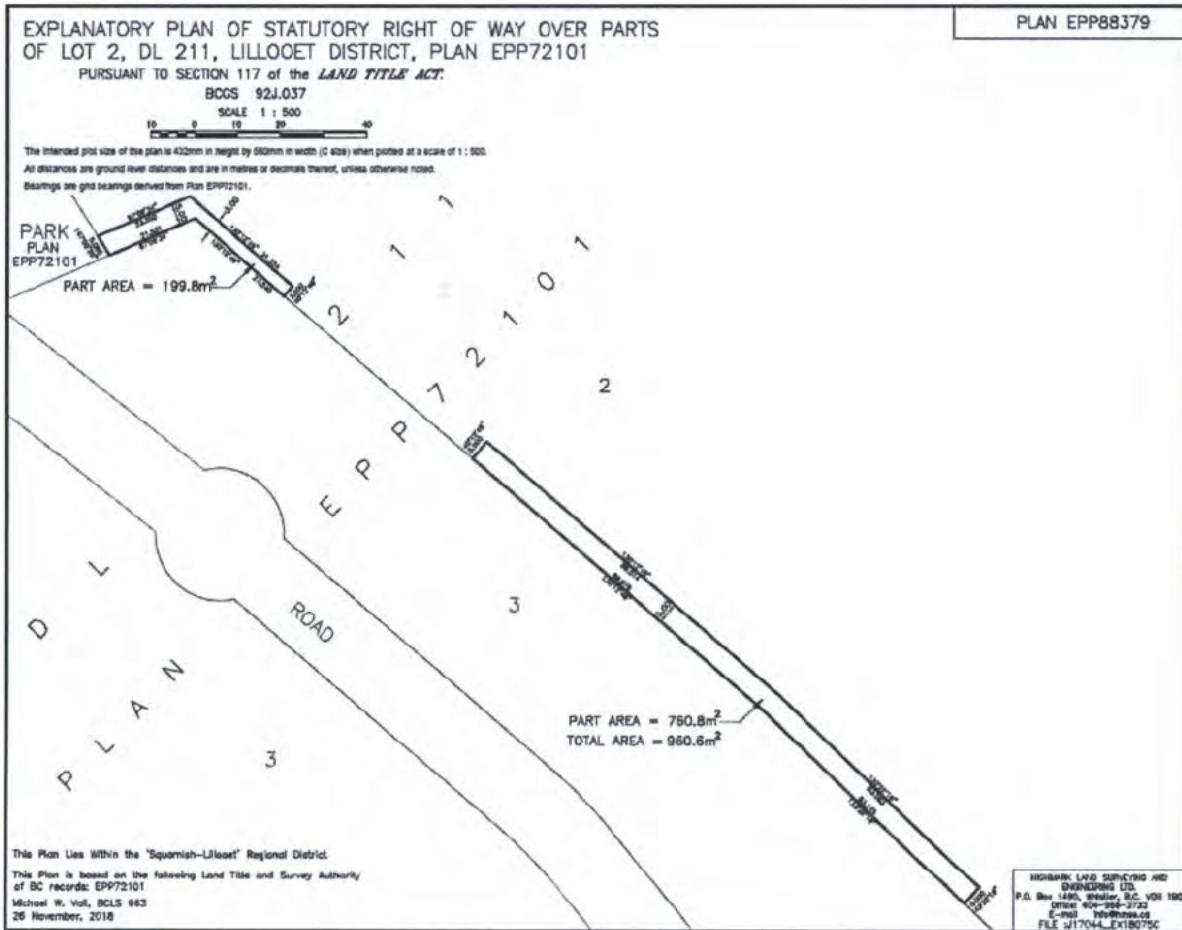
- (a) enter, use, operate, work upon and pass and repass, with or without vehicles, equipment, tools, machinery, personnel and materials, upon, over, under and across those portions of the Land having an aggregate area of 960.6 square meters and shown outlined in heavy black outline on Statutory Right of Way Plan EPP88379 (collectively, the "SRW Area"), a reduced copy of which is attached hereto 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 storm sewer and sanitary sewer works, including, but not limited to, pipes, culverts, conduits, manholes, pumps, 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 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, HSBC Bank Canada (the "**Prior Charge Holder**"), the holder of the following financial charge(s) registered in the New Westminster Land Title Office against title to the Land charged by this instrument:

Mortgage No. CA2253671; and
Assignment of Rents No. CA2253672

(together, 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, R.S.B.C. 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
2200 - 1055 West Hastings Street
Vancouver BC V6E 2E9

Phone: 604-891-7500
File No: 079059-1 MVL/lmb
Document No: 21428008
Lot 2 Storm and Sanitary Corridor

Deduct LTSA Fees? Yes

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

030-329-621 LOT 2 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP72101

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

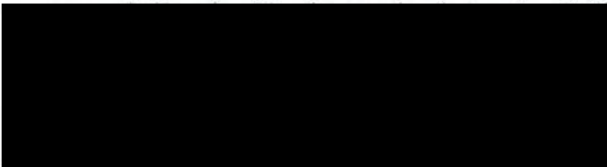
BC
CANADA

V0N 2L0

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 transferee(s) shall be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard



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

Execution Date		
Y	M	D
18	12	5

Transferor(s) Signature(s)

SUNSTONE RIDGE
DEVELOPMENTS LTD., by its
Authorized Representative(s):



Ryan 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 this instrument.

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)



Sheena Fraser

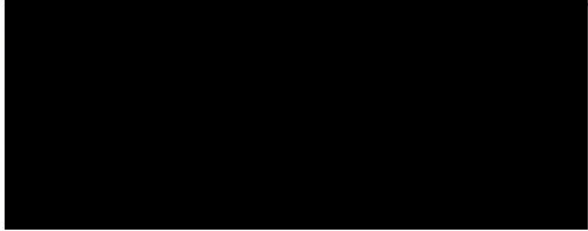
A commissioner for taking affidavits for
The Village of Pemberton in the Province
Of British Columbia
P.O. Box 100, 7400 Prospect Street,
Pemberton, B.C.
(604) 894-6135

Y	M	D
18	12	11

VILLAGE OF PEMBERTON



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 Sign



Execution Date

Y	M	D
18	12	10

Transferor / Borrower / Party Signature(s)

HSBC BANK CANADA, by its
authorized signatory (RICHARD NAILEN



ENT
ATE

RUIANG HOU

A Commissioner for Taking Affidavits
for British Columbia
885 W Georgia St., Vancouver, BC V6C 3G1
Commission Expires: February 28, 2021

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Over part on Plan EPP88379

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting above charge priority over Mortgage CA2253671 and Assignment of Rents CA2253672

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

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):

SUNSTONE RIDGE DEVELOPMENTS LTD. (Inc. No. BC0857673)
as to Statutory Right of Way

HSBC BANK CANADA
as to Priority

TERMS OF INSTRUMENT - PART 2

SRW AGREEMENT

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

BETWEEN:

SUNSTONE RIDGE DEVELOPMENTS LTD.
701 – 1155 Robson Street, Vancouver, BC, V6E 1B5

(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: 030-329-621
Lot 2, District Lot 211, Lillooet District Plan EPP72101

(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 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:

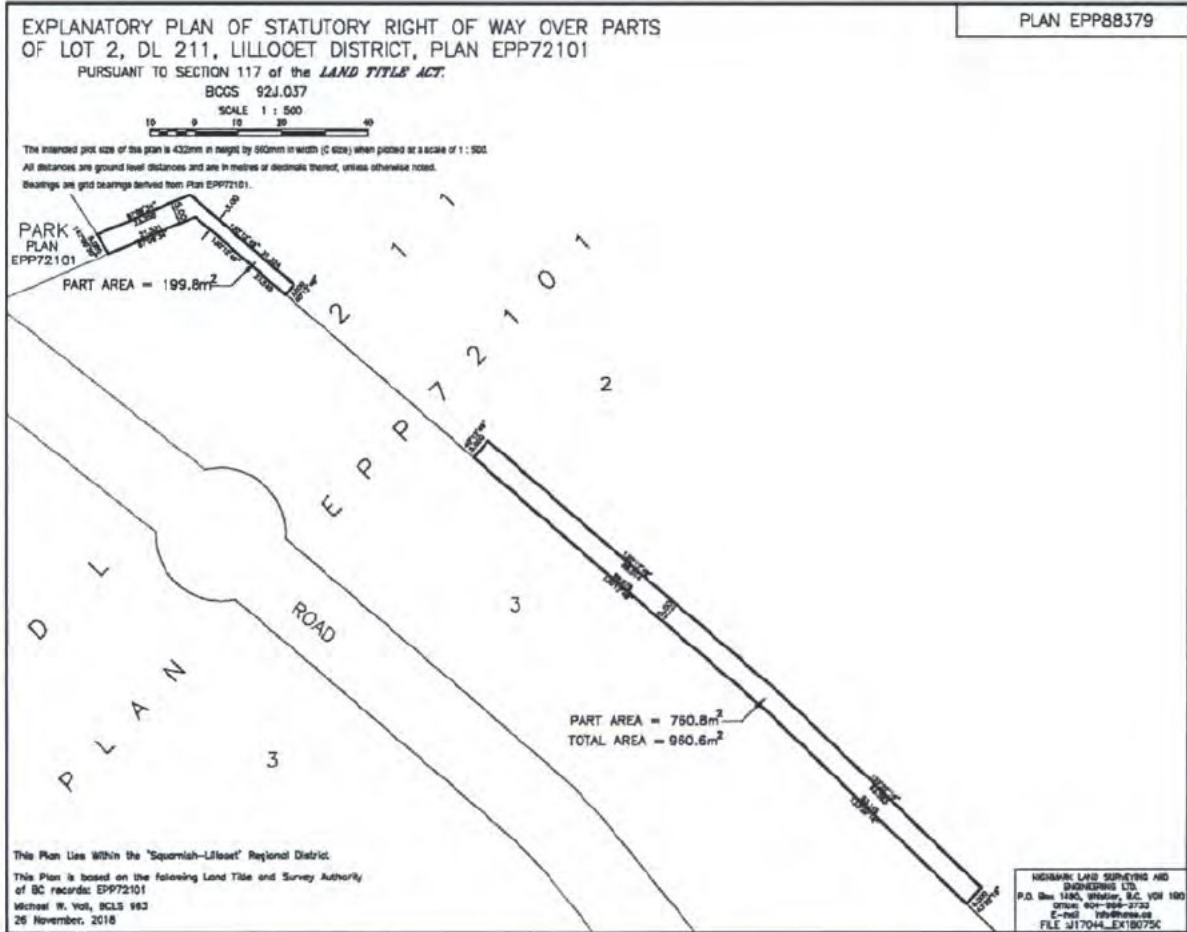
- (a) enter, use, operate, work upon and pass and repass, with or without vehicles, equipment, tools, machinery, personnel and materials, upon, over, under and across those portions of the Land having an aggregate area of 960.6 square meters and shown outlined in heavy black outline on Statutory Right of Way Plan EPP88379 (collectively, the "SRW Area"), a reduced copy of which is attached hereto 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 storm sewer and sanitary sewer works, including, but not limited to, pipes, culverts, conduits, manholes, pumps, 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 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, HSBC Bank Canada (the "**Prior Charge Holder**"), the holder of the following financial charge(s) registered in the New Westminster Land Title Office against title to the Land charged by this instrument:

Mortgage No. CA2253671; and
Assignment of Rents No. CA2253672

(together, 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

Dec-14-2018 11:28:46.023

CA7251688 CA7251689

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 19:37:34 -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

Phone: 604-891-7500
 File No: 079059-1 MVL/lmb
 Document No: 21428090
 Lot 2 Rock Stack Wall

Document Fees: \$143.16

Deduct LTSA Fees? Yes

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

030-329-621 LOT 2 DISTRICT LOT 211 LILLOET DISTRICT PLAN EPP72101

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

BC

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)

 Mark V. Lewis

Barrister & Solicitor

2200 - 1055 West Hastings Street

Vancouver, BC V6E 2E9

Phone: 604-891-5180

Execution Date		
Y	M	D
18	12	05

Transferor(s) Signature(s)

SUNSTONE RIDGE DEVELOPMENTS LTD., by its authorized signatory(ies):

 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.

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 Village of Pemberton Board of Variance Meeting of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Ruiang Houi

Y	M	D
18	12	10

Commissioner for Taking Affidavits in British Columbia

885 W. Georgia Street
Vancouver, BC V6C 3G1
Commission Expires February 28,
2021

HSBC BANK CANADA, by its
authorized signatory(ies):

Richard Nailen
Assistant Vice President, Real Estate

Dale Telfer
Vice President, Commercial Real
Estate

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Over part on Plan EPP88380

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting above charge priority over Mortgage CA2253671 and Assignment of Rents CA2253672

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

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):

SUNSTONE RIDGE DEVELOPMENTS LTD. (Inc. No. BC0857673)
as to Statutory Right of Way

HSBC BANK CANADA
as to Priority

TERMS OF INSTRUMENT - PART 2

SRW AGREEMENT

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

BETWEEN:

SUNSTONE RIDGE DEVELOPMENTS LTD.
701 – 1155 Robson Street, Vancouver, BC, V6E 1B5

(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: 030-329-621
Lot 2, District Lot 211, Lillooet District Plan EPP72101

(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 rock stack wall 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 93.6 square meters and shown outlined in heavy black outline on Statutory Right of Way Plan EPP88380 (collectively, the "SRW Area"), a reduced copy of which is attached as Schedule "A";
 - (b) excavate, re-excavate, dig, remove, replace, alter, deposit, and cover up the soil of the SRW Area and lay down, construct, install rock stack wall and other slope retention and stabilization works including, but not limited to, rocks, gravel, anchors and other engineered works, 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;

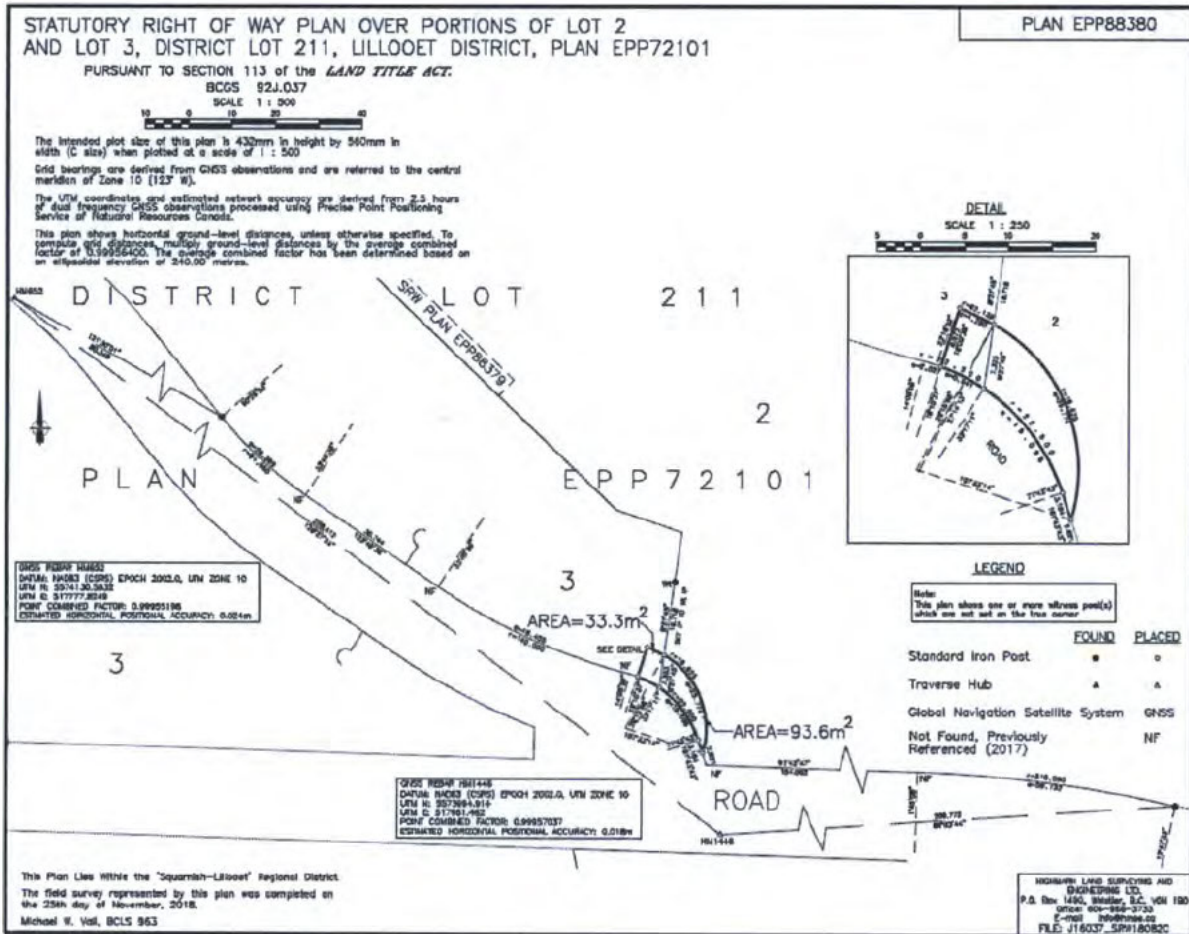
- (e) do any act or thing that may interfere with, injure or impair the operating efficiency of the Works or obstruct access by the Village, its employees, agents, contractors, invitees, licensees, successors and assigns; or
 - (f) otherwise interfere with the exercise of any rights granted to the Village 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 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, HSBC Bank Canada (the "**Prior Charge Holder**"), the holder of the following financial charge(s) registered in the New Westminster Land Title Office against title to the Land charged by this instrument:

Mortgage No. CA2253671; and
Assignment of Rents No. CA2253672

(together, 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
2200 - 1055 West Hastings Street
Vancouver BC V6E 2E9

Phone: 604-891-7500
File No: 079059-1 MVL/lmb
Document No: 21428090
Lot 2 Rock Stack Wall

Deduct LTSA Fees? Yes

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

030-329-621 LOT 2 DISTRICT LOT 211 LILLOET DISTRICT PLAN EPP72101

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 BC
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



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

Execution Date		
Y	M	D
18	12	5

Transferor(s) Signature(s)

SUNSTONE RIDGE
DEVELOPMENTS LTD., by its
authorized signatory(ies):



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)

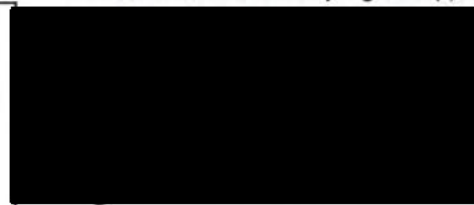
Execution Date

Transferor / Borrower / Party Signature(s)

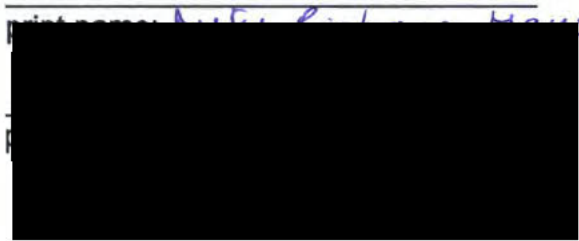
Y	M	D
18	12	11



A commissioner for taking affidavits for
The Village of Pemberton in the Province
Of British Columbia
P.O. Box 100, 7400 Prospect Street,
Pemberton, B.C.
(604) 894-6135



y its



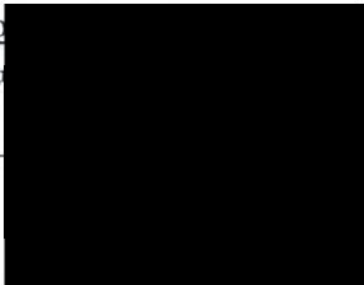
OFFICER CERTIFICATION:

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

EXECUTION

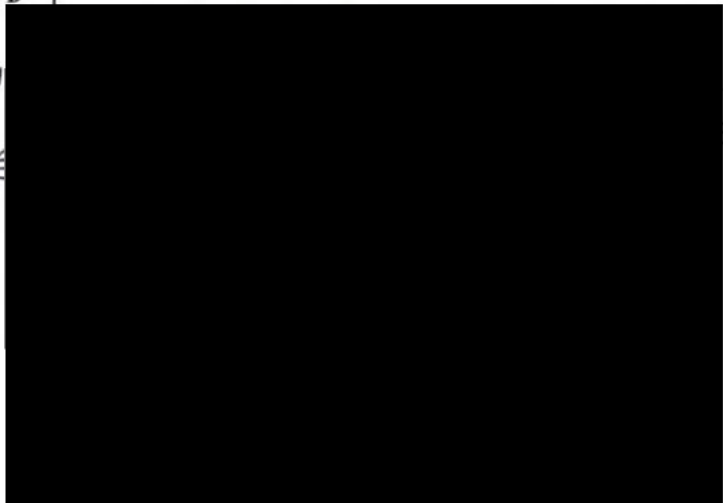
Officer Sign



Execution Date

Y	M	D
18	12	1

Transferor / Borrower / Party Signature(s)



RUIANG HOU
A Commissioner for Taking Affidavits
for British Columbia
885 W Georgia St., Vancouver, BC V6C 3G1
Commission Expires: February 28, 2021

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Over part on Plan EPP88380

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting above charge priority over Mortgage CA2253671 and Assignment of Rents CA2253672

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

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):

SUNSTONE RIDGE DEVELOPMENTS LTD. (Inc. No. BC0857673)
as to Statutory Right of Way

HSBC BANK CANADA
as to Priority

TERMS OF INSTRUMENT - PART 2

SRW AGREEMENT

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

BETWEEN:

SUNSTONE RIDGE DEVELOPMENTS LTD.
701 – 1155 Robson Street, Vancouver, BC, V6E 1B5

(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: 030-329-621
Lot 2, District Lot 211, Lillooet District Plan EPP72101

(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 rock stack wall 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 93.6 square meters and shown outlined in heavy black outline on Statutory Right of Way Plan EPP88380 (collectively, the "SRW Area"), a reduced copy of which is attached as Schedule "A";
 - (b) excavate, re-excavate, dig, remove, replace, alter, deposit, and cover up the soil of the SRW Area and lay down, construct, install rock stack wall and other slope retention and stabilization works including, but not limited to, rocks, gravel, anchors and other engineered works, 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;

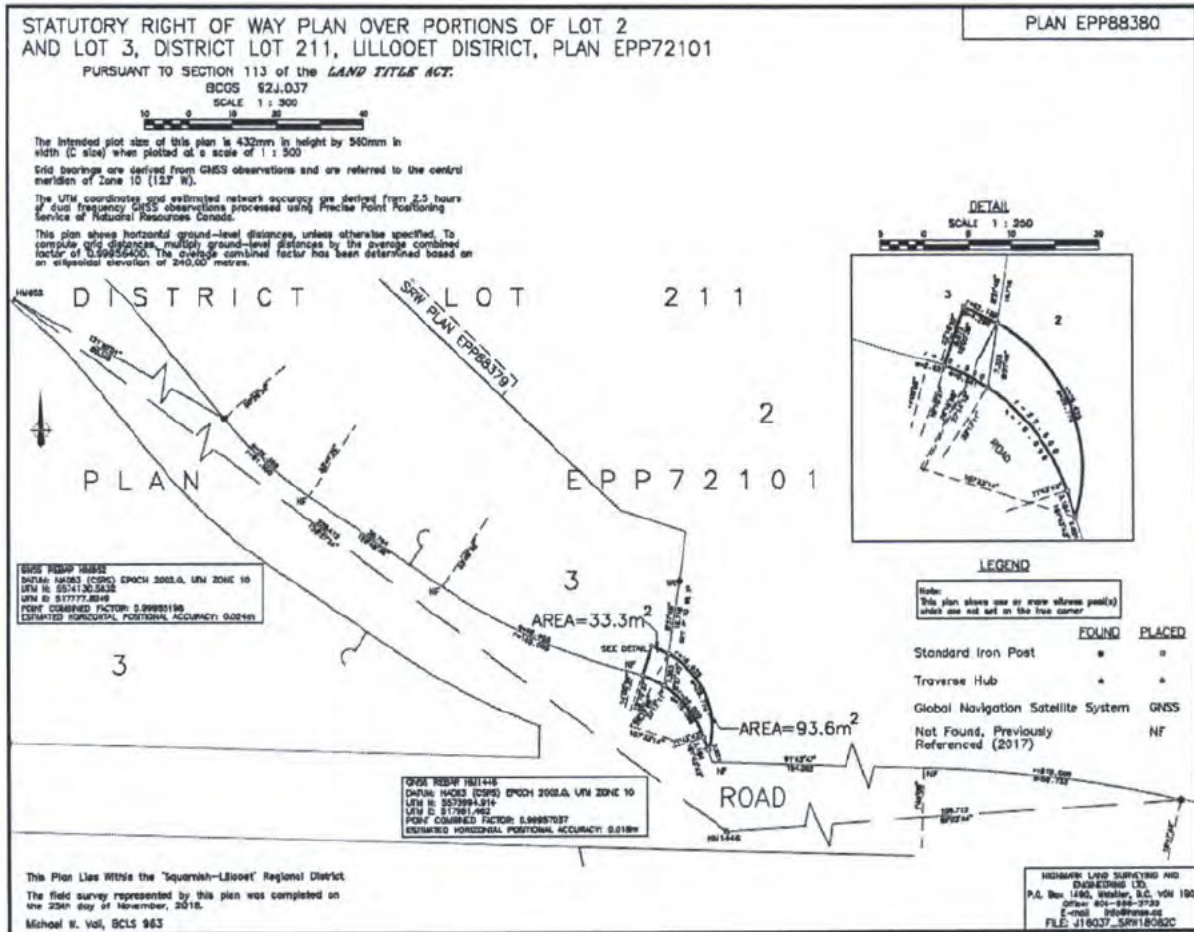
- (e) do any act or thing that may interfere with, injure or impair the operating efficiency of the Works or obstruct access by the Village, its employees, agents, contractors, invitees, licensees, successors and assigns; or
 - (f) otherwise interfere with the exercise of any rights granted to the Village 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 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, HSBC Bank Canada (the "**Prior Charge Holder**"), the holder of the following financial charge(s) registered in the New Westminster Land Title Office against title to the Land charged by this instrument:

Mortgage No. CA2253671; and
Assignment of Rents No. CA2253672

(together, 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.