

June 22, 2022

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

Attention: Scott McRae, Manager of Development Services

Dear Scott:

**Reference: Application for a Development Variance Permit
Sunstone Ridge Phase 3
Lot B, Plan EPP115085, DL 211, LLD**

On behalf of 1293556BC Ltd. (Owner), please find attached an Application for a Development Variance Permit for Phase 3 of the Sunstone Ridge Subdivision. The purpose of this Application is to obtain approval for:

- reduction of the proposed road minimum asphalt width from 11-m to 6.6-m so that it matches the existing Sun God Mountain Way roadway that is being extended;
- increase of the 400-m cul-de-sac maximum length to 570-m.

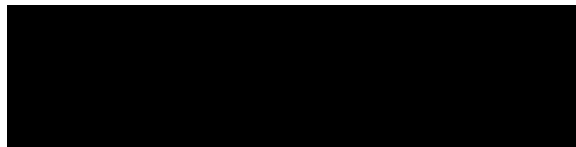
The following is a list of the documents that are submitted in support of this Application:

- Cover Letter
- Application Forms
- Description of Proposed Variance and Rationale
- Proposed Typical Road Cross Section
- Conceptual Layout Plan with Driveways and Building Sites
- Title Search and Charges on Title

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

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

Yours truly,



Cam McIvor
1293556 BC Ltd.

attachment: Application for a Development Variance Permit as detailed above



Application Forms

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

DEVELOPMENT-GENERAL INFORMATION

Application: OCP Bylaw Amendment &/or Zoning Bylaw Amendment **(Form OR13)**

Development Permit **(Form MDP13)**

Major or Minor Development Permit **(Form Minor DP)**

Development Variance Permit **(Form DVP13)**

Temporary Use Permit **(Form MDP13)**

Subdivision, Bare Land Strata Approval & Strata Title Conversion **(Form SUB13)**

Antenna System Siting Review **(Form ANT 13)**

All Applications Please include Application Requirements Form (Checklist)

SITE

Civic Address: <u>Sunstone Ridge Phase 3</u> <u>Pemberton</u>	Legal Description: PID: <u>031-566-847</u>	Lot: <u>B</u>
	District Lot(DL): <u>211</u>	Plan: <u>EPP115085</u>

OWNER(S)

Owner Name(s): <u>1293556BC Ltd.</u>	Home: _____
	Work: <u>Contact: Cam McIvor</u>
Mailing Address: [REDACTED]	Cell: <u>604-935-8565</u>
	Email: <u>cam@catamanagement.ca</u>

OWNER(S) AGENT IF APPLICABLE

Agent's Name: _____	Work: _____
	Fax: _____
Mailing Address: _____	Cell: _____
	Email: _____

If applicable Please include Owner's Authorization

X	[REDACTED]	Date <u>June 22, 2022</u>
<i>Owner Signature</i>		

X		Date _____
<i>Authorized Agent Signature</i>		

COMMENTS:

Application No _____	Fee: \$ _____	
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**VILLAGE OF PEMBERTON
DEVELOPMENT APPLICATION REQUIREMENTS AND FORMS**

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APPLICATION REQUIREMENTS FOR A DEVELOPMENT VARIANCE PERMIT

1. Pre-Application Meeting

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

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

2. Submission Checklist

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

3. Property Information

Legal Description:

Lot B, District Lot 211, Lillooet District, Plan EPP115085

PID#: 031-566-847

Civic Address: _____

Bylaw Requesting Variance: Subdivision and Development Control Bylaw 677

Specific Section of Abovementioned Bylaw Requesting Variance: Section 6.3.2

Road Cross Section Elements / Hillside Standard Collector Street Drawing R08
Section 6.16.3.a)xiii) Hillside Standards Cul-de-sac Street Maximum Length

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

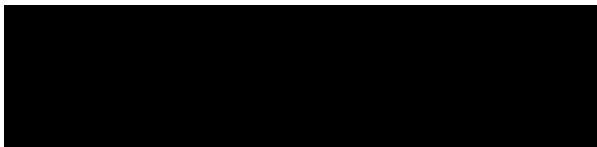
- Description of Proposed Development and Variance
- Rationale in Support of the Proposed Variance
- Supporting Surveys and Site/Architectural/Servicing Plans that may assist in describing the proposed variance

APPLICATION FORM FOR A DEVELOPMENT VARIANCE PERMIT (DVP13)

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

Lot: B, Plan: EPP115085, District Lot: 211, LLD.

THIS APPLICATION IS MADE WITH MY FULL KNOWLEDGE AND CONSENT



June 22, 2022

Registered owner's signature

Date

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

FOR OFFICE USE ONLY:

Application/File No.: _____

Application Fee received \$ _____

Receipt No.: _____

Date received: _____

Signature of Official

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

Description / Rationale

Sunstone Ridge Phase 3 – Development Variance Application

Description of Proposed Development and Variances

The proposed development is Sunstone Ridge Phase 3, a 9-lot single-family residential development. The property is legally described as Lot B, Plan EPP115085, DL 211, LLD. It is located 3.5-km east of the Village of Pemberton on the east side of Pemberton Farm Road East, and north of the CN Railway. The development is an extension of Sun God Mountain Way in the Sunstone Ridge development.

The proposed Roadworks Variances are as follows:

- reduction of the road minimum asphalt width from 11-m to 6.6-m;
- increase of the 400-m cul-de-sac maximum length to 570-m.

Rationale in Support of the Proposed Variances

Reduction of the Road Minimum Asphalt Width

The proposed Sun God Mountain Way (Road B) road is classified as a Residential Collector Road.

Subdivision and Development Control Bylaw #677 Section 6.3.2 Road Cross Section Elements does not identify Road Cross Section Elements for a “Collector – Residential” classification in Table 6.1. The Bylaw does however have a Standard Road Cross Section Drawing (R08) for a Hillside Standard Collector Street (copy attached for reference). That drawing shows an 11-m paved width, consisting of two 3.5-m driving lanes, a 2.5-m parking lane and a 1.5-m walkway.

To match the cross section of the existing Sun God Mountain Way road that is being extended, it is proposed to maintain the 7-m driving lanes, eliminate the 2.5-m parking lane, and move the paved walkway behind the curb (copy of proposed road cross section is attached for reference). Note that since concrete curb and gutter is proposed, the required 7-m driving lane width is provided with the paved width of 6.6-m when the driving lane is measured to the gutter-lines.

The Rationale for the Variance are as follows:

- the reduced paved road width will minimize the impact of road construction on the steeply sloping hillside topography consistent with Low Impact Development principles. In order to accommodate the 2.5-m parking lane, the developed road cross section (from toe of low-side fill to crest of high-side cut) needs to be up to 15-m wider for hillside developments with 35% ground slope such as often occurs on the Sunstone site.
- roadside parking is not required as there will only be 8 driveways along the proposed 600-m section of road with an average driveway length in excess of 40-m, so adequate on-site parking will be available.

Sunstone Ridge Phase 3 – Development Variance Application

- Development Variance Permits authorizing reduction of the paved width of all roads in the existing Sunstone subdivision to 6.6-m (removal of the parking lane) were previously issued in 2013 and 2014 (DVP 109 and CVP 113). The rationale for these Variances was the same as the above.
- the requested Variance will provide consistency with the road cross section of the existing Sun God Mountain Way that is being extended, and consistency with approved road width variances for all previous Phases in the Sunstone subdivision.

Approval is therefore requested for the 6.6-m pavement width for Sun God Mountain Way.

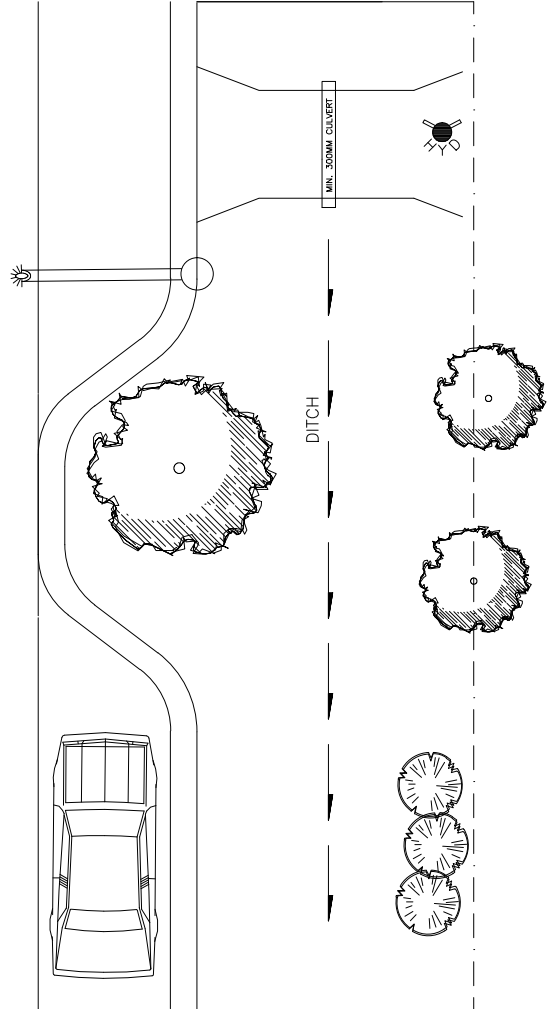
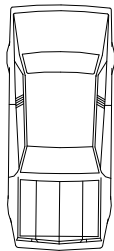
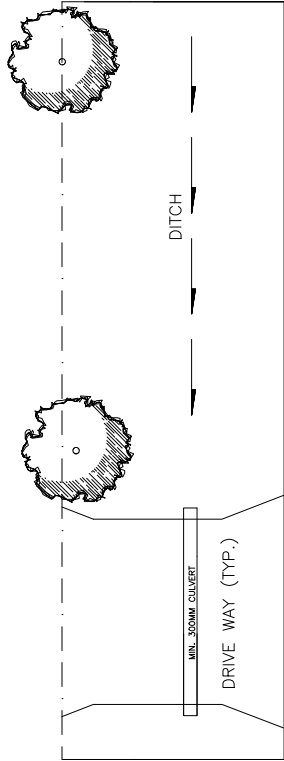
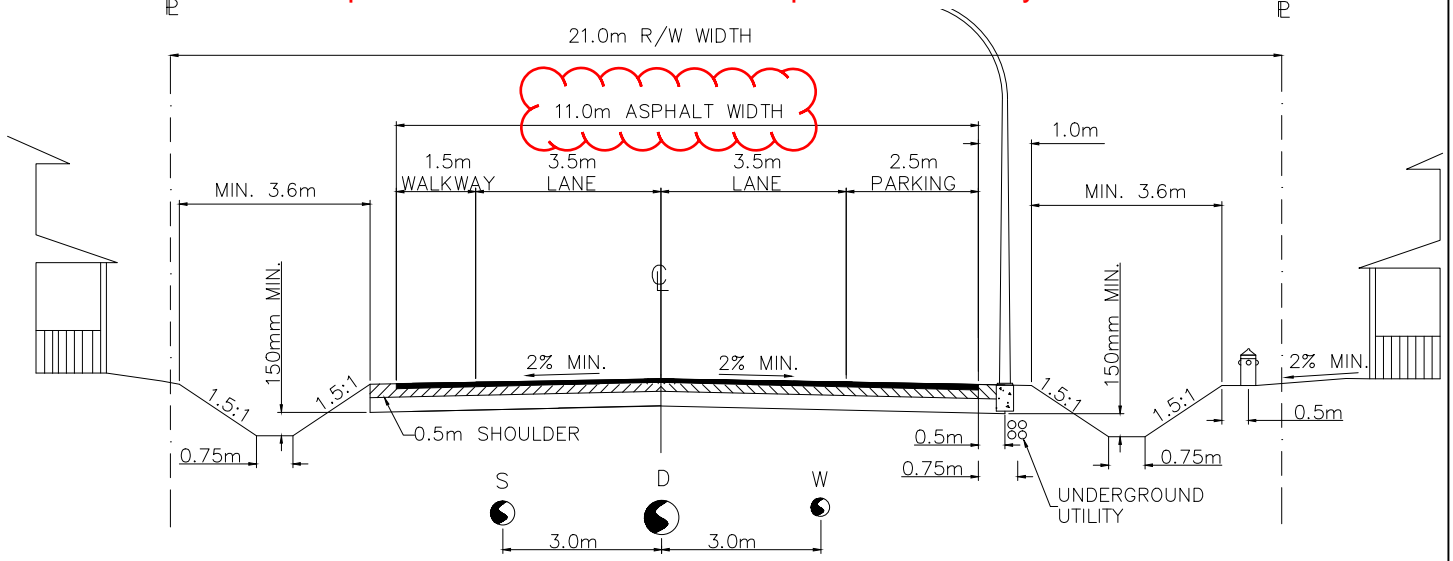
Increase to the Cul-de-sac Maximum Length

Section 6.16.3.a)xiii) of the Village Subdivision and Development Control Bylaw states that “the maximum length of a permanent cul-de-sac shall be 200 m. Where it is part of a temporary and/or staged development, this maximum length may be 400 m. Cul-de-sac lengths greater than 200 m may be considered by the Village Official”.

The proposed 570-m extension of Sun God Mountain Way is part of a staged road network system. Topographic constraints do not permit construction of a through-road to Village standards, therefore a cul-de-sac is required. A hammer-head turn-around facility sized for emergency vehicles will be provided at the top end of the road, and emergency access to the adjacent Ridge subdivision will be provided. A similar situation was approved by the Village for the adjacent Seven O’Clock Drive in Sunstone Phase 2.

Approval is therefore requested for the 570-m cul-de-sac length for Sun God Mountain Way.

Excerpt from Subdivision and Development Control Bylaw #677



NOTES:

DEPTH OF SERVICES ARE SCHEMATIC ONLY.

ALL UTILITIES SHALL BE INSTALLED TO ACCOMMODATE ULTIMATE ROAD AND DRIVEWAY LOCATIONS.

AT THE DISCRETION OF THE APPROVING OFFICER, THE LOCATION OF WORKS MAY BE VARIED WHERE WARRANTED BY TOPOGRAPHY OR PREVIOUS INSTALLATION OF OTHER WORKS.



HILLSIDE STANDARD COLLECTOR STREET

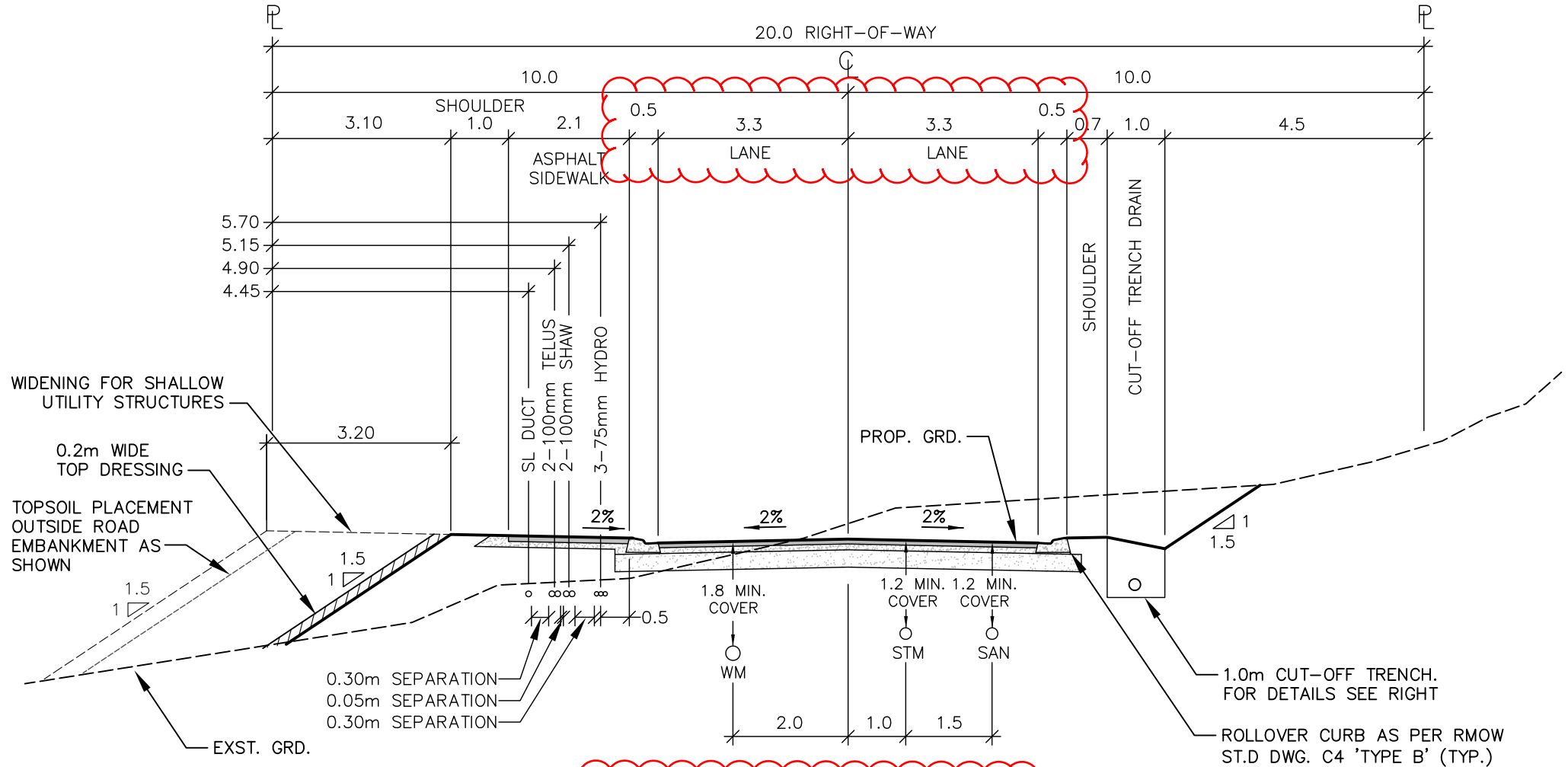
VILLAGE OF PEMBERTON	
STANDARD ROAD CROSS SECTION	
APPR.	DATE: FEB. 2012
SCALE: N.T.S.	Village of Pemberton Regular Council Meeting No

ROAD STRUCTURE

40mm SURFACE LIFT ASPHALT PER MMCD (UPPER COURSE #2)
45mm BASE LIFT ASPHALT PER MMCD (LOWER COURSE #2)
100mm - 19mm MINUS CRUSHED GRANULAR BASE (CGB) COMPACTED TO 95% MMPDD
300mm - 75mm MINUS CRUSHED GRANULAR SUB-BASE (CGSB) COMPACTED TO 95% MMPDD
ROAD STRUCTURE PLACEMENT TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER

Proposed Sunstone Phase 3 Road Cross Section

ALL DIMENSIONS ARE IN METRES



TYPICAL CROSS-SECTION
ROAD B (STA: 0+373-0+875)
SCALE 1:100H 1:100V

Conceptual Layout Plan with Driveways and Building Sites

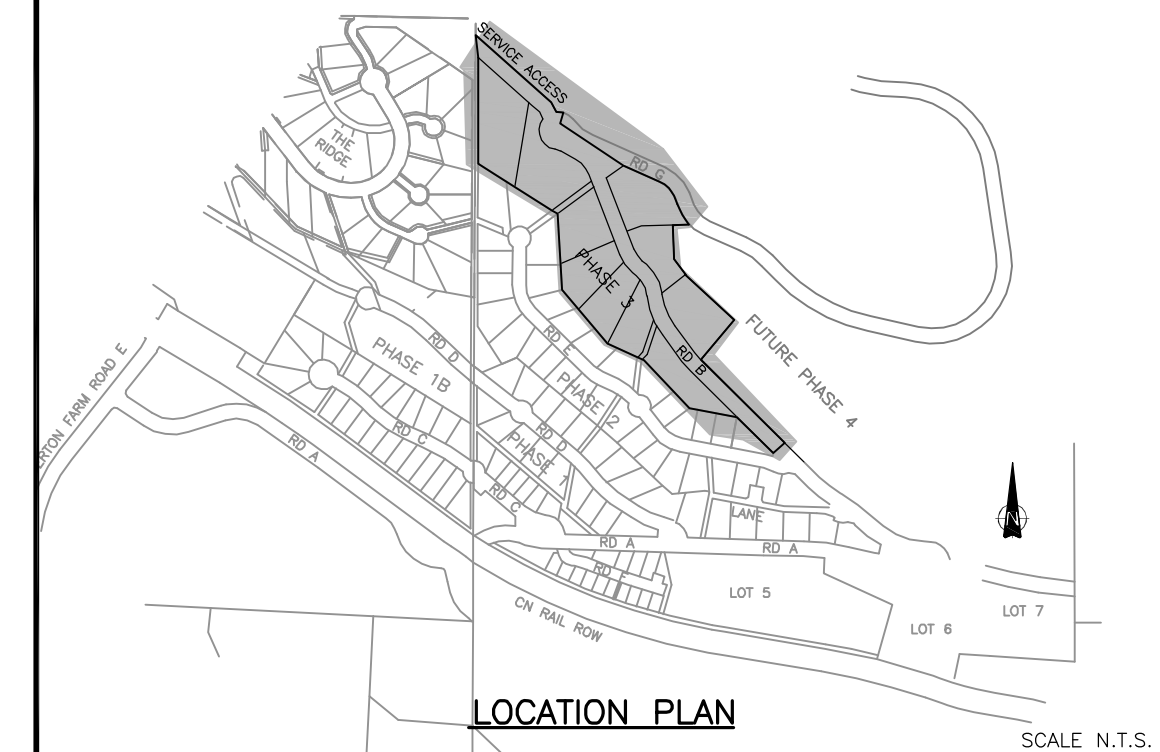
LEGAL DESCRIPTION

LOT 2 PLAN, DL 211, LILLOOET DISTRICT, PLAN EPP72101 & LOT B DL 211, LILLOOET DISTRICT, PLAN EPP82372

ELEVATIONS ARE ORTHOMETRIC AND ARE DERIVED FROM GPS OBSERVATIONS CONVERTED TO CGVD28 ELEVATIONS USING THE HTZ.0 GEOGRID MODEL

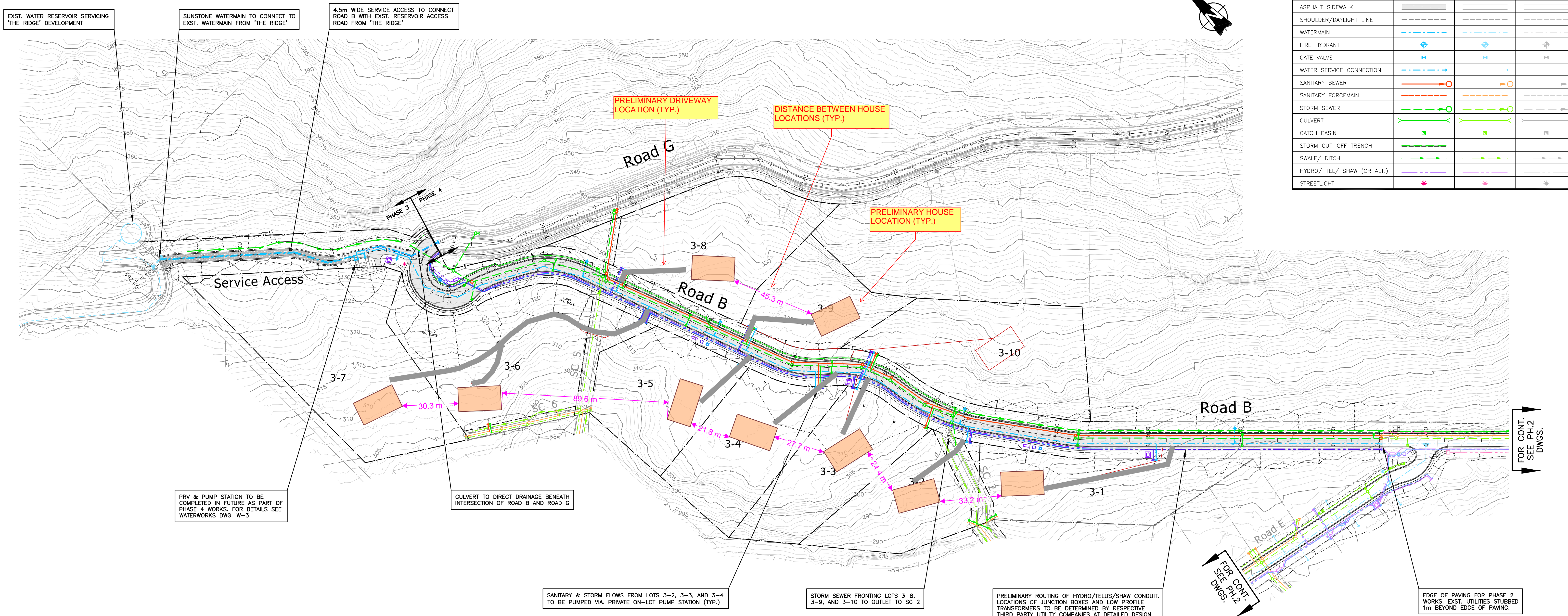
GENERAL NOTES

- ALL CONSTRUCTION MUST CONFORM TO THE VILLAGE OF PEMBERTON GENERAL SPECIFICATIONS AND MUST PASS VILLAGE OF PEMBERTON INSPECTION ON COMPLETION OF EACH STAGE OF CONSTRUCTION. THE OWNER WILL PAY FOR THESE INSPECTIONS. THE CONTRACTOR WILL GIVE VILLAGE OF PEMBERTON 48 HOURS NOTICE PRIOR TO THIS REQUIREMENT FOR INSPECTION.
- THE CONTRACTOR SHALL ENSURE THAT ALL APPROVALS REQUIRED FOR THE PROPOSED WORK HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
- LOCATIONS OF EXISTING UNDERGROUND SERVICES HAVE BEEN DETERMINED FROM VILLAGE OF PEMBERTON AND UTILITIES AS-CONSTRUCTED DRAWINGS. CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING SERVICES AND TO NOTIFY ENGINEER OF ANY DISCREPANCIES, CONFLICTS OR OMISSIONS PRIOR TO BEGINNING CONSTRUCTION.
- ALL CUTS IN EXISTING ASPHALT REQUIRED FOR TRENCHING SHALL BE SAWCUT & REPLACED WITH MINIMUM 80mm ASPHALT, 150mm GRANULAR BASE & 300mm GRANULAR SUBBASE AFTER BACKFILL AND COMPACTION. ALL PAVEMENTS BOULEVARDS, ETC. ARE TO BE RESTORED TO ORIGINAL CONDITION WHEN NO IMPROVEMENT IS PROPOSED UNDER THIS CONTRACT.
- THE CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING NEAR EXISTING SERVICES AND ANY SERVICES DISTURBED ARE TO BE REPLACED TO THE SATISFACTION OF VILLAGE OF PEMBERTON, THE ENGINEER AND/OR APPROPRIATE UTILITY CORPORATION.
- THE CONTRACTOR'S SURVEYOR WILL RECORD ALL INFORMATION REQUIRED FOR THE ENGINEER TO PROVIDE A COMPLETE SET OF AS-CONSTRUCTED DRAWINGS.
- WHEN NO IMPROVEMENTS ARE PROPOSED UNDER THIS CONTRACT, THE EXISTING SECTION(S) OF ROADWAY SHALL BE KEPT CLEAN AND CLEAR FOR THE DURATION OF CONSTRUCTION AND LEFT IN SAME CONDITION AS PRIOR TO CONSTRUCTION.
- VEHICULAR ACCESS TO EXISTING DWELLINGS TO BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT.
- RESIDENTS DIRECTLY AFFECTED BY CONSTRUCTION OF THIS PROJECT SHALL BE GIVEN 48 HOURS WRITTEN NOTICE OF THE PROPOSED START OF CONSTRUCTION. IF CONSTRUCTION ENTERS ONTO PRIVATE PROPERTY, THE CONTRACTOR OR DEVELOPER'S AGENT WILL REQUIRE WRITTEN AUTHORIZATION FROM THE PRIVATE PROPERTY OWNER.
- FOR BC HYDRO, TELUS, & SHAW INSTALLATION, SEE APPROPRIATE UTILITY COMPANY DRAWINGS & SPECIFICATIONS. LAYOUT SHOWN FOR REFERENCE ONLY.
- THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO ENSURE THAT NO SILT IS DISCHARGED TO THE STORM DRAINAGE SYSTEM, ROADWAYS OR ADJACENT PROPERTIES DURING THE COURSE OF CONSTRUCTION IN ACCORDANCE WITH DFO/MOELP'S "LAND DEVELOPMENT GUIDELINES FOR THE PROTECTION OF AQUATIC HABITAT"
- SEE CASCADE ENVIRONMENTAL FOR EROSION AND SEDIMENT CONTROL REQUIREMENTS.
- ALL CUT & FILL SLOPES TO BE HYDROSEED. SEED MIX DENSITY TO BE SPECIFIED BY CASCADE ENVIRONMENTAL.



LEGEND - SERVICES

DESCRIPTION	SYMBOLS		
	PROPOSED	EXISTING	FUTURE
PROPERTY LINE	---	---	---
RIGHT-OF-WAY	---	---	---
PHASING BOUNDARY	---	---	---
ROAD-CL	---	---	---
EDGE OF ASPHALT	---	---	---
ROLLOVER CURB & GUTTER	---	---	---
GRAVEL ACCESS	---	---	---
ASPHALT SIDEWALK	---	---	---
SHOULDER/DAYLIGHT LINE	---	---	---
WATERMAIN	---	---	---
FIRE HYDRANT	---	---	---
GATE VALVE	---	---	---
WATER SERVICE CONNECTION	---	---	---
SANITARY SEWER	---	---	---
SANITARY FORCEMAIN	---	---	---
STORM SEWER	---	---	---
CULVERT	---	---	---
CATCH BASIN	---	---	---
STORM CUT-OFF TRENCH	---	---	---
SWALE/ DITCH	---	---	---
HYDRO/ TEL/ SHAW (OR ALT.)	---	---	---
STREETLIGHT	*	*	*



EXST. WATER RESERVOIR SERVICING 'THE RIDGE' DEVELOPMENT

SUNSTONE WATERMAIN TO CONNECT TO EXST. WATERMAIN FROM 'THE RIDGE'

4.5m WIDE SERVICE ACCESS TO CONNECT ROAD B WITH EXST. RESERVOIR ACCESS ROAD FROM 'THE RIDGE'

PRV & PUMP STATION TO BE COMPLETED IN FUTURE AS PART OF PHASE 4 WORKS. FOR DETAILS SEE WATERWORKS DWG. W-3

CULVERT TO DIRECT DRAINAGE BENEATH INTERSECTION OF ROAD B AND ROAD G

SANITARY & STORM FLOWS FROM LOTS 3-2, 3-3, AND 3-4 TO BE PUMPED VIA PRIVATE ON-LOT PUMP STATION (TYP.)

STORM SEWER FRONTING LOTS 3-8, 3-9, AND 3-10 TO OUTLET TO SC 2

PRELIMINARY ROUTING OF HYDRO/TELUS/SHAW CONDUIT. LOCATIONS OF JUNCTION BOXES AND LOW PROFILE TRANSFORMERS TO BE DETERMINED BY RESPECTIVE THIRD PARTY UTILITY COMPANIES AT DETAILED DESIGN.

EDGE OF PAVING FOR PHASE 2 WORKS. EXST. UTILITIES STUBBED 1m BEYOND EDGE OF PAVING.

FOR CONT. SEE PH.2 DWGS.

FOR CONT. SEE PH.2 DWGS.

4	OCT.15.21	ISSUED FOR TENDER	JAT			client	1293556 BC LTD. C/O CATA MANAGEMENT LTD.	EGBC PERMIT No. 1001444	COPYRIGHT RESERVED. THIS DRAWING AND DESIGN ARE, AND AT ALL TIMES REMAIN THE EXCLUSIVE PROPERTY OF WEBSTER ENGINEERING LTD. AND CANNOT BE USED, REPRODUCED OR DISTRIBUTED WITHOUT WRITTEN CONSENT. © 2018 WEBSTER ENGINEERING LTD.	approved	designed by	J.A.T.	title	COMPOSITE UTILITY PLAN	scales	hor: 1:1000	vert: -
3	SEP.01.21	ISSUED FOR CLIENT REVIEW	JAT			project	SUNSTONE RIDGE - PHASE 3 PEMBERTON, BRITISH COLUMBIA	LAND DEVELOPMENT CONSULTANTS		drawn by	B.J.W.			COMPOSITE UTILITY PLAN	file no.	3974	
2	JUL.16.21	GENERAL REVISION	JAT							checked by	H.K.G.			1:1000 SCALE	drawing no.	CU-1	
1	AUG.01.19	ISSUED FOR CLIENT REVIEW	JAT	5	JAN.28.22	ISSUED FOR CONSTRUCTION	JAT			date	JUL.01.19				rev.	5	
no.	date	revision	chk'd	no.	date	revision	chk'd										

P:\3900\3974 Sunstone Ridge-Phase 3_Pemberton\DESIGN\3974 - COMPOSITE UTILITY PLAN.dwg, Thu Feb 3 10:52:24 2022, ST

Title Search and Charges on Title

LAND TITLE OFFICE
STATE OF TITLE CERTIFICATE

Certificate Number: STSR3458947

File Reference: 37983-156612

LAWSON LUNDELL LLP
1600-925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://apps.ltsa.ca/cert> (access code 757613).

I certify this to be an accurate reproduction of title number **CA9585193** at 12:09 this 7th day of January, 2022.

REGISTRAR OF LAND TITLES



Land Title District
Land Title Office

KAMLOOPS
KAMLOOPS

Title Number
From Title Number

CA9585193
CA9503412

Application Received

2021-12-15

Application Entered

2022-01-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1293556 B.C. LTD., INC.NO. BC1293556
7733 PEMBERTON MEADOWS ROAD
PEMBERTON, BC
V0N 2L2

Taxation Authority

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

LAND TITLE OFFICE
STATE OF TITLE CERTIFICATE

Certificate Number: STSR3458947

Description of Land

Parcel Identifier: 031-566-847
Legal Description:
LOT B DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP115085

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

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL
GOVERNMENT ACT, SEE CA9410053

HERETO IS ANNEXED RESTRICTIVE COVENANT LB319180 OVER LOT 1
PLAN EPP1353

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA6503571
Registration Date and Time: 2017-12-11 18:40
Registered Owner: VILLAGE OF PEMBERTON
Remarks: INTER ALIA
PART IN PLAN EPP69969

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6503573
Registration Date and Time: 2017-12-11 18:40
Registered Owner: VILLAGE OF PEMBERTON
Remarks: INTER ALIA
PART IN PLAN EPP69969

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

LAND TITLE OFFICE
STATE OF TITLE CERTIFICATE

Certificate Number: STSR3458947

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: EASEMENT
Registration Number: CA9585194
Registration Date and Time: 2021-12-15 12:43
Remarks: APPURTENANT TO LOT 1 PLAN EPP72101 EXCEPT PLAN
115085

Nature: RIGHT OF FIRST REFUSAL
Registration Number: CA9585195
Registration Date and Time: 2021-12-15 12:43
Registered Owner: SUNSTONE RIDGE DEVELOPMENTS LTD.
INCORPORATION NO. BC0857673

Nature: OPTION TO PURCHASE
Registration Number: CA9585196
Registration Date and Time: 2021-12-15 12:43
Registered Owner: SUNSTONE RIDGE DEVELOPMENTS LTD.
INCORPORATION NO. BC0857673

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).

LAND TITLE ACT
FORM C (Section 233) CHARGE

Dec-11-2017 18:40:51.007

CA6503571 CA6503574

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 11 PAGES

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

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 16:18:12 -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: \$286.32

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-950-191 LOT 2 DISTRICT LOT 211 LILLOOET 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))

VILLAGE OF PEMBERTON

PO BOX 100

7400 PROSPECT STREET

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

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)

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

Print Name: Hsien Keen Lau
Officer
Commerical Real Estate

(as to all signatures)

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		Pursuant to Section 219 of the Land Title Act over part on Plan EPP69969
Priority Agreement		Granting the Covenant herein priority
Statutory Right of Way		over part on Plan EPP69969
Priority Agreement		Granting the Statutory Right of Way herein priority

**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 Covenant and Statutory Right of Way)

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

TERMS OF INSTRUMENT - PART 2

RESERVOIR

THIS AGREEMENT dated the 11th day of December, 2017

BETWEEN:

SUNSTONE RIDGE DEVELOPMENTS LTD., INC. NO. BC0857673
14185 Rio Place
Surrey, BC V3S 0L2

(the "Grantor")

AND:

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

(the "Village")

WHEREAS

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

Parcel Identifier: 027-950-191
Lot 2, District Lot 211, Lillooet District, Plan EPP1353

(the "Land");

- B. The Land is within the municipal boundaries of the Village of Pemberton;
- C. Section 219 of the *Land Title Act* R.S.B.C. 1996, c. 250 provides that the Grantor may grant a covenant to the Village of a negative or positive nature respecting the use of the Land or that the Land is to be built on in accordance with the covenant;
- D. 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 utility purposes; and
- E. 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,

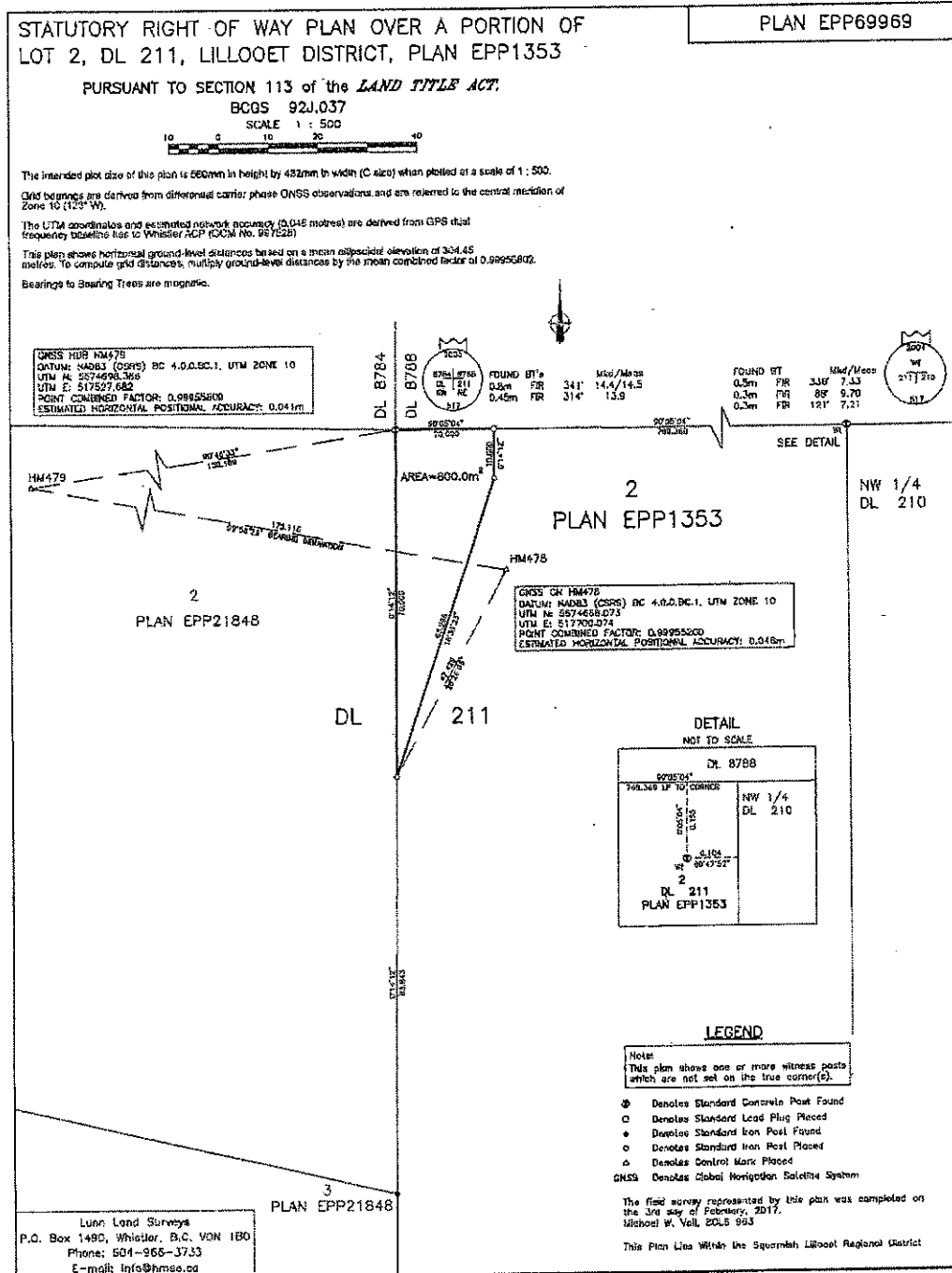
its successors and assigns, the full, free and uninterrupted right, license, liberty, privilege, easement and right of way for the Village, its employees, agents, contractors, invitees, licensees, successors and assigns to:

- (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 shown outlined in heavy black outline on Statutory Right of Way Plan EPP69969 (the "SRW Area"), a reduced copy of which is attached as Schedule "A";
 - (b) dig, remove, replace, alter, deposit, and cover up the soil of the SRW Area and lay down, construct, install, and use water works including, but not limited to, water storage and distribution works, pipes, conduits, meters, pumps, valves, hydrants, intake and treatment facilities 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. The Grantor 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 actions, 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 or existence of this Agreement including:
- (a) the performance or any default of the Grantor under this Agreement; and
 - (b) any steps taken by the Village to enforce this Agreement.
8. 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 Lands as if this Agreement had not been granted.
9. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
10. 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.

11. 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.
12. 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.
13. 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.



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 section 219 Covenant and statutory right of way (**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.

Dec-11-2017 18:40:51.009

CA6503577 CA6503580

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

1509551022 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.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

BC V7X 1T2

Tel. No. 604-687-5744

File No. 556105.000003

Client No. 10439

Document Fees: \$286.32

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
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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
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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.

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
--------------------	------------	------------------------

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

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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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.

DECLARATION(S) ATTACHED



Land Title Act
Charge
General Instrument - Part 1

KAMLOOPS LAND TITLE OFFICE
DEC 15 2021 12:43:21.003

CA9585194

1. Application

Brendan J. Craig
Lawson Lundell LLP, Barristers and Solicitors
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
6046853456

2. Description of Land

PID/Plan Number	Legal Description
031-566-847	LOT B DISTRICT LOT 211 LILLOET DISTRICT PLAN EPP115085

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		

4. Terms

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

5. Transferor(s)

1293556 B.C. LTD., NO.BC1293556

6. Transferee(s)

SUNSTONE RIDGE DEVELOPMENTS LTD.	BC0857673
406-119 WEST PENDER	
VANCOUVER BC V6B 1S5	

7. Additional or Modified Terms



Land Title Act
Charge
 General Instrument - Part 1

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.

Witnessing Officer Signature _____ Brendan J. Craig Barrister & Solicitor 1600 - 925 West Georgia Street Vancouver BC V6C 3L2 (604) 685-3456	Execution Date <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2021-12-14 </div>	Transferor Signature(s) 1293556 B.C. Ltd. By their Authorized Signatory _____ Cameron McIvor
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Officer Certification

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

Witnessing Officer Signature _____ Mandev Mann Barrister & Solicitor Bennett Jones LLP 2500 Park Place - 666 Burrard Street Vancouver BC V6C 2X8 Tel: 604.891.5314 Fax: 604.891.5100	Execution Date <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2021-12-14 </div>	Transferor Signature(s) Sunstone Ridge Developments Ltd. By their Authorized Signatory _____ Nyal Wilcox
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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.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, RSBC 1996 c.250, that you certify this document under section 168.41 (4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.</p>	<table border="0" style="width: 100%;"> <tr> <td style="font-size: 1.2em; font-weight: bold;">Brendan James Craig UQT91M</td> <td style="font-size: 0.8em;">Digitally signed by Brendan James Craig UQT91M Date: 2021-12-15 12:38:17 -08:00</td> </tr> </table>	Brendan James Craig UQT91M	Digitally signed by Brendan James Craig UQT91M Date: 2021-12-15 12:38:17 -08:00
Brendan James Craig UQT91M	Digitally signed by Brendan James Craig UQT91M Date: 2021-12-15 12:38:17 -08:00		

TERMS OF INSTRUMENT - PART 2

EASEMENT AGREEMENT
(OVER SUBDIVIDED LOT IN FAVOUR OF PARENT LOT)

THIS AGREEMENT dated for reference as of the 15th day of December, 2021.

BETWEEN:

1293556 B.C. LTD. (Inc. No. BC1293556), 2700-700 West Georgia St., P.O.
BOX 10057, Vancouver, BC, V7Y 1B8

(the "**Subdivided Lot Owner**")

AND:

SUNSTONE RIDGE DEVELOPMENTS LTD. (Inc. No. BC0857673), 406-
119 West Pender, Vancouver, BC, V6E 1S5

(the "**Parent Lot Owner**")

WHEREAS:

- A. The Subdivided Lot Owner is the registered owner in fee simple of Subdivided Lot;
- B. The Parent Lot Owner is the registered owner in fee simple of the Parent Lot;
- C. The Parent Lot Owner is in the course of construction of the Parent Lot Owner's Project and requires access over Subdivided Lot so that the Parent Lot Owner may construct the Parent Lot Owner's Project; and
- D. The Subdivided Lot Owner has agreed to grant to the Parent Lot Owner an easement over Subdivided Lot for the benefit of the Parent Lot to allow the Parent Lot Owner to access and construct the Parent Lot Owner's Project.

NOW THEREFORE in consideration of the promises, mutual grants and covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties), the parties hereto covenant and agree with each other as follows:

Article 1
DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

For the purposes of this Agreement the following words or phrases shall have the following meanings:

- (a) "**Assumption Agreement**" has the meaning set forth in Section 5.11;
- (b) "**Business Day**" means any day other than Saturday, Sunday and any other day which is a legal holiday in Vancouver, British Columbia;
- (c) "**City**" means the City of Pemberton, British Columbia;
- (d) "**Disposing Party**" has the meaning set forth in Section 5.11;
- (e) "**Easement**" has the meaning set forth in Section 2.1;
- (f) "**Mortgagee**" has the meaning set forth in Section 5.11;
- (g) "**Parent Lot**" means those lands and premises registered in the name of the Parent Lot Owner and legally described as:

<i>Parcel Identifier</i>	<i>Legal Description</i>
030-329-612	Lot 1 District Lot 212 Lillooet District Plan EPP72101 Except Plan 115085

- (h) "**Parent Lot Owner's Project**" means the development project that the Parent Lot Owner may construct on the Parent Lot, or any part thereof, after the date hereof;
- (i) "**Parent Lot Owner's Engineer**" means such professional firm of geotechnical engineers qualified in the Province of British Columbia as is, from time to time, retained by the Parent Lot Owner to supervise the construction and installation of the Parent Lot Owner's Works;
- (j) "**Property**" means both, or either, of Subdivided Lot and Parent Lot as the context may dictate;
- (k) "**Road and Servicing Standards**" means the road and servicing standards imposed by the Village of Pemberton for the construction of public roads and services, including all requirements for curbs, gutters, sidewalks, street lighting, and utilities as set out in Schedule "C" hereto.
- (l) "**Road Works**" means the road works, including municipal services and utilities, to be constructed to the Road and Servicing Standards by the Parent Lot Owner on the Parent Lot between Sunstone Way and the Property in the approximate location shown outlined in blue on the Site Plan attached hereto as Schedule "B".
- (m) "**Subdivided Lot**" means those lands and premises registered in the name of the Subdivided Lot Owner and legally described as:

<i>Parcel Identifier</i>	<i>Legal Description</i>
031-566-847	Lot B District Lot 211 Lillooet District Plan EPP115085

1.2 SEVERABILITY OF PROVISIONS.

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

1.3 AMENDMENTS, ETC.

No supplement or amendment, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.

1.4 HEADINGS.

The headings of the Articles or sections herein contained are not intended to limit, extend or be considered in the interpretation of the meaning of this Agreement or any particular Article or paragraph thereof and have been inserted for convenience of reference only.

1.5 INTERPRETATION.

Wherever the singular number or the masculine or neuter gender is used in this Agreement, they shall be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Agreement it shall be construed as being the singular, and vice versa, where the context or the parties hereto so require.

1.6 ENUREMENT.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns and the respective owners of Subdivided Lot and the Parent Lot from time to time.

1.7 CONSENTS, APPROVALS.

Any consent or approval requested pursuant to this Agreement shall not be unreasonably withheld, conditioned or delayed by the party from whom the consent or approval is being sought.

Article 2**EASEMENT AND LICENSE GRANTED****2.1 GRANT OF EASEMENT BY THE SUBDIVIDED LOT OWNER.**

The Subdivided Lot Owner as owner of the Subdivided Lot, on behalf of itself and its successors and assigns, does hereby grant, convey and confirm unto the Parent Lot Owner as the owner of the Parent Lot, for the benefit of the Parent Lot and to be appurtenant to the Parent Lot and to bind all of the Subdivided Lot, for the use and enjoyment of the Parent Lot Owner and its servants, agents, licensees, contractors and subcontractors, in common with the Subdivided Lot Owner and all other persons having a similar right, the full, free

and uninterrupted right, license, liberty, privilege, easement, and permission at all times and from time to time, with or without machinery, on, across, through, along and over Subdivided Lot to construct, install, repair and maintain the Road Works on and within the Parent Lot, to have and to hold such easement as an easement appurtenant to the Parent Lot subject only to the provisos, terms and conditions herein contained (the "**Easement**").

2.2 TERM OF EASEMENT AND LICENSES.

The Easement and all other rights, liberties, licences, privileges and permissions granted by the Subdivided Lot Owner to the Parent Lot Owner in this Agreement will be effective from the date of this Agreement and will continue in perpetuity, provided that if the Subdivided Lot Owner completes the Road Works and files a road dedication plan in respect thereof, then the Easement will terminate and the Parent Lot Owner shall, at its sole cost and expense, prepare and register a discharge of the Easement concurrently with the such dedication plan. For greater certainty, all other provisions in this Agreement will remain in full force and effect after the termination of the Easement.

Article 3

COVENANTS OF THE PARENT LOT OWNER

3.1 COVENANTS.

The Parent Lot Owner covenants and agrees with the Subdivided Lot Owner that:

- (a) the Road Works will be constructed and carried out in a good and workmanlike manner and in accordance with all applicable laws, bylaws and regulations in force from time to time of every governmental authority having jurisdiction and in a manner so as to cause no damage or material disturbance to the Subdivided Lot, or the improvements thereon, and no interruption of the supply of any utilities or other services to the Subdivided Lot;
- (b) the construction and installation of the Road Works shall be supervised by the Parent Lot Owner's Engineer and will be conducted in accordance with sound engineering and construction practices in effect at the date of conduct of the Road Works, and in a good and workmanlike manner in accordance with all laws, directions, rules and regulations of every governmental authority having jurisdiction;
- (c) the Parent Lot Owner will not create or permit to remain and will remove and discharge or cause to be removed and discharged promptly at its own cost and expense any lien, encumbrance or charge upon the Subdivided Lot which arises out of the exercise of any of its rights under this Agreement by the Parent Lot Owner, its successors, servants, agents, licensees and invitees or by reason of labour or material furnished or claimed to have been furnished for any construction, alteration, or repair of the Parent Lot Owner's Project, and the Parent Lot Owner shall promptly, and in any event, within sixty (60) days of notice from the

Subdivided Lot Owner, remove any and all claims of lien filed against the Subdivided Lot that relate to arise out of the Road Works; and

- (d) the Parent Lot Owner will make good any damage which it may cause or contribute to the Subdivided Lot or any utility systems in the exercise by the Parent Lot Owner of the easements or other rights granted under this Agreement to it by restoring the Subdivided Lot or the utility systems, as the case may be, to a condition at least as good as the same were in prior to such damage.

3.2 BREACH.

Upon the occurrence of any breach, default, non-observance or non-performance (collectively, "**Breach**") by the Parent Lot Owner of any of its obligations under this Agreement and such Breach is causing or is likely to cause damage to the Subdivided Lot or constitutes a risk to the safety of any persons, then the Parent Lot Owner will immediately upon receipt of notice suspend the exercise by the Parent Lot Owner of its rights under this Agreement until the Breach is remedied to the Subdivided Lot Owner's satisfaction acting reasonably, all without prejudice to any other right or remedy available to the Subdivided Lot Owner in respect of the Breach.

3.3 INDEMNITY.

The Parent Lot Owner shall indemnify and save harmless the Subdivided Lot Owner and the Subdivided Lot Owner's employees, invitees, licensees, agents and tenants from and against any and all costs, expenses (including, without limitation, legal expenses on a solicitor and own client basis), claims, liens, proceedings, actions, liabilities and damages suffered or incurred by the Subdivided Lot Owner or its employees, invitees, licensees or agents or tenants as a result of the negligence or fault of the Parent Lot Owner, its servants, agents, contractors, subcontractors, employees, invitees, licensees and other persons permitted by the Parent Lot Owner in respect of the Road Works, except to the extent that any such costs, expenses, claims, proceedings, actions, liabilities and damages result from the wilful default or the negligent act(s) or omission(s) of the Subdivided Lot Owner or those for whom it is responsible at law.

Article 4

COVENANT OF THE SUBDIVIDED LOT OWNER

4.1 COVENANT.

The Subdivided Lot Owner covenants and agrees with the Parent Lot Owner that the Subdivided Lot Owner will not do or permit to be done any act or thing within its control which will interfere materially with the exercise by the Parent Lot Owner of the Parent Lot Owner's rights hereunder or damage or interfere with any part of the Parent Lot Owner's Project or the Road Works.

4.2 BREACH.

Upon the occurrence of any breach, default, non-observance or non-performance (in this Section, collectively, "**Breach**") by the Subdivided Lot Owner of any of its obligations under this Agreement and such Breach is causing or is likely to cause damage to the Parent Lot or the Parent Lot Owner's Project or constitutes a risk to the safety of any persons, then the Subdivided Lot Owner will immediately upon receipt of notice suspend the exercise by the Subdivided Lot Owner of its rights under this Agreement until the Breach is remedied to the Parent Lot Owner's satisfaction acting reasonably, all without prejudice to any other right or remedy available to the Parent Lot Owner in respect of the Breach.

4.3 INDEMNITY.

The Subdivided Lot Owner shall indemnify and save harmless the Parent Lot Owner and the Parent Lot Owner's employees, invitees, licensees, agents and tenants from and against any and all costs, expenses (including, without limitation, legal expenses on a solicitor and own client basis), claims, liens, proceedings, actions, liabilities and damages suffered or incurred by the Parent Lot Owner or its employees, invitees, licensees or agents or tenants as a result of the negligence or fault of the Subdivided Lot Owner, its servants, agents, contractors, subcontractors, employees, invitees, licensees and other persons permitted by the Subdivided Lot Owner in respect of the Subdivided Lot Owner's Works, except to the extent that any such costs, expenses, claims, proceedings, actions, liabilities and damages result from the wilful default or the negligent act(s) or omission(s) of the Parent Lot Owner or those for whom it is responsible at law.

Article 5

MISCELLANEOUS**5.1 RUN WITH THE LAND.**

It is the intention of the parties hereto that the terms, conditions, covenants and agreements contained herein will run with the Parent Lot and the Subdivided Lot and will attach to and run with each and every part into which the Parent Lot or the Subdivided Lot or any part thereof may hereafter be subdivided. If either the Parent Lot or the Subdivided Lot is consolidated at any time hereafter with any other lot(s), this Agreement will be deemed to extend to and benefit and be appurtenant to such consolidated lot.

5.2 FEE SIMPLE.

No part of the fee of the soils of the Subdivided Lot shall pass to or be vested in the Parent Lot Owner under these presents and no part of the fee of the soils of the Parent Lot shall pass to or be vested in the Subdivided Lot Owner under these presents.

5.3 THE PARENT LOT OWNER'S COVENANTS PERSONAL.

Subject to Sections 5.11 and 5.12, the covenants of the Parent Lot Owner and each member of the Parent Lot Owner contained herein shall only be personal and binding upon it during

any such member's ownership of any interest in the Parent Lot, but the Parent Lot shall nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of any such member in the Parent Lot, such member shall be freed and discharged from the observance and performance thereafter of the covenants on its part in respect of the Parent Lot to be observed and performed.

5.4 THE SUBDIVIDED LOT OWNER'S COVENANTS PERSONAL.

Subject to Sections 5.11 and 5.12, the covenants of the Subdivided Lot Owner and each member of the Subdivided Lot Owner contained herein shall only be personal and binding upon it during any such member's ownership of any interest in the Subdivided Lot, but the Subdivided Lot shall nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of any such member in the Subdivided Lot, such member shall be freed and discharged from the observance and performance thereafter of the covenants on its part in respect of Subdivided Lot to be observed and performed.

5.5 RIGHT TO USE SUBDIVIDED LOT.

Nothing herein shall prevent the Subdivided Lot Owner from using the Subdivided Lot in a manner which does not interfere with the exercise by the Parent Lot Owner of its rights hereunder.

5.6 TIME OF ESSENCE.

Time is of the essence in the performance of each obligation under this Agreement.

5.7 FURTHER ASSURANCES.

Each party will, at the expense of the party requesting such further agreement or other document, execute and deliver such further agreements and other documents and do such further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

5.8 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation, or understanding whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

5.9 NOLIMITATION.

Notwithstanding this Agreement or any provisions herein contained, it is expressly understood and agreed that nothing herein contained shall release or limit the rights or remedies of either party at law or in equity or otherwise against the other in respect of any matter arising from the installation or construction of any improvements or works on the Subdivided Lot or the Parent Lot as the case may be.

5.10 FEES AND EXPENSES.

Each party will pay its own legal fees and disbursements with respect to or in connection with this Agreement or any matters arising from or as a result of this Agreement.

5.11 NO TRANSFER.

Each of the parties covenants and agrees that such party (a "**Disposing Party**") will not convey, transfer, or otherwise dispose of its Property or any part or interest of the date of execution of this Agreement unless the transferee, lessee or other acquiring party executes an agreement to observe and perform the obligations of the Disposing Party under this Agreement in substantially the form attached hereto as Schedule "A" (the "**Assumption Agreement**"). Despite the foregoing, the Disposing Party will not be obligated to obtain an Assumption Agreement: (a) in respect of month-to-month residential tenancies regarding individual units on its Property, or (b) if its Property is subdivided by way of strata plan, in respect of transfers to purchasers of individual strata lots (or in respect of any subsequent transfer, mortgage or other disposition of individual strata lots) so long as the strata corporation formed by the deposit of the strata plan executes an Assumption Agreement, or (c) in respect of any mortgage granted to a mortgagee dealing at arm's length with the Disposing Party (a "**Mortgagee**"), provided that if a Mortgagee forecloses on its mortgage or takes possession of the Property or otherwise exercises any of its rights under its mortgage, such Mortgagee will execute an Assumption Agreement but such Assumption Agreement will provide that the Mortgagee will be automatically released from any obligations on its part arising pursuant to such Assumption Agreement if the Mortgagee disposes of the Property (or causes the Property to be disposed of) to a purchaser or other party acquiring title from or through the Mortgagee who executes an Assumption Agreement.

5.12 CONDITIONS PRECEDENT FOR SUCCESSORS.

Subject to Section 5.13 but notwithstanding any other provision of this Agreement, successors in title may not exercise the Easement rights unless they, as owner, transferee, lessee or other acquiring party of the applicable Property execute the Assumption Agreement. If either Property is subdivided by strata plan, none of the owners of the resulting strata lots may exercise the Easement rights provided herein until the strata corporation executes the Assumption Agreement.

5.13 RELEASE OF RIGHTS.

At any time after the termination of the Easement pursuant to Section 2.5, upon receiving a written request from the Subdivided Lot Owner that the Parent Lot Owner execute and deliver to the Subdivided Lot Owner a discharge of its rights under this Agreement, the Parent Lot Owner will execute and deliver such discharge to the Subdivided Lot Owner as soon as is reasonably possible.

5.14 NOTICE OF DAMAGE.

On becoming aware of any damage to the Subdivided Lot which was not in existence prior to the commencement of construction of the Road Works and which is a consequence of the construction of the Road Works, the party aware of such damage shall notify the other party in writing and provide particulars of the damage.

Article 6
NOTICES

6.1 METHOD AND ADDRESS.

Any notice, request or communication required or permitted to be given hereunder shall be in writing and will be deemed to have been duly given:

(a) to the Parent Lot Owner at:

Sunstone Ridge Developments Ltd.
406-119 West Pender
Vancouver, British Columbia V6B 1S5
Attention: Nyal Wilcox, President
Facsimile: (604) 889-7326

with a copy to:

Bennett Jones LLP
2500 – 666 Burrard Street
Vancouver, British Columbia V6C 2X8
Attention: Mark Lewis
Facsimile: (604) 891-5100

(b) to the Subdivided Lot Owner at:

1293556 B.C. Ltd.
2700-700 West Georgia Street
P.O. Box 100578
Vancouver, British Columbia V7Y 1B8
Attention: Greg Krywulak
Facsimile: (604) 785-957

With a copy to:

Lawson Lundell LLP
Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC V6C 3L2
Attention: Brendan Craig
Facsimile: (604) 694-2949

or to such other addresses or telecopy numbers as the parties hereafter may in writing advise, and if the Subdivided Lot Owner or the Parent Lot Owner shall change from the parties to this Agreement, to such address and registered owner as is shown on the title to the Subdivided Lot or the Parent Lot as of the date of the notice. A notice shall be deemed to have been given on the date of delivery or transmission of the telecopy if on a Business Day and, if not on a Business Day, then the next Business Day or, if mailed as aforesaid, on the third day after posting of the notice, provided that if there is a postal strike, dispute or slowdown, notices shall only be effective if delivered or telecopied.

6.2 REFERENCE TO AGREEMENT.

Any notice given pursuant hereto shall make specific reference to this Agreement.

6.3 CHANGE OF ADDRESS.

The parties may change the address to which or the officer to whose attention notice should be delivered from time to time by notice given in accordance herewith.

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

SCHEDULE "A"
ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of the ___ day of _____, 20__.

BY:

[INSERT PURCHASER] (Inc. No. [●])
[address]

(the "**Purchaser**")

IN FAVOUR OF:

[INSERT VENDOR] (Inc. No. [●])
[address]

(the "**Vendor**")

- and -

[INSERT COUNTERPARTY] (Inc. No. [●])
[address]

(the "**Counterparty**")

WITNESSES THAT WHEREAS:

- A. The Vendor is the registered owner of those lands and premises having a civic address of [●], Pemberton, British Columbia, and legally described as:

Parcel Identifier:
[insert legal]

(the "**Property**");

- B. By a purchase agreement made as of [●], as amended (the "**Purchase Agreement**"), the Vendor has agreed to sell and the Purchaser has agreed to acquire all of the Vendor's right, title and interest whatsoever in and to the Property;
- C. Pursuant to the terms of the Purchase Agreement, the Purchaser agreed from and including [●] (the "**Effective Date**") to assume the obligations of the Vendor arising under certain permitted encumbrances, including [●] (the "**Easement**"); and
- D. The Counterparty is the counterparty to the Vendor under the Easement and, pursuant to section 5.11 of the Easement, is entitled to receive the benefit of this Agreement as part of the Vendor's transfer of the Property to the Purchaser.

NOW THEREFORE, in consideration of payment of the sum of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Purchaser hereby covenants and agrees with the Vendor and the Counterparty as follows:

1. ASSUMPTION BY PURCHASER

From and including the Effective Date, the Purchaser hereby covenants and agrees with the Vendor and the Counterparty to assume, observe, perform and comply with all of the covenants, agreements, obligations and liabilities contained in the Easement from and including the Effective Date. The Purchaser will, at the reasonable request and expense of the Vendor, do, execute and deliver all such further acts, instruments and assurances for the purpose of giving full force and effect to this Agreement.

2. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

3. ENUREMENT

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

4. FACSIMILE OR ELECTRONIC TRANSMISSION

This Agreement may be delivered by the Purchaser by facsimile or other electronic transmission, and if so transmitted, this Agreement shall be for all purposes as effective as if the Purchaser had delivered an originally executed Agreement.

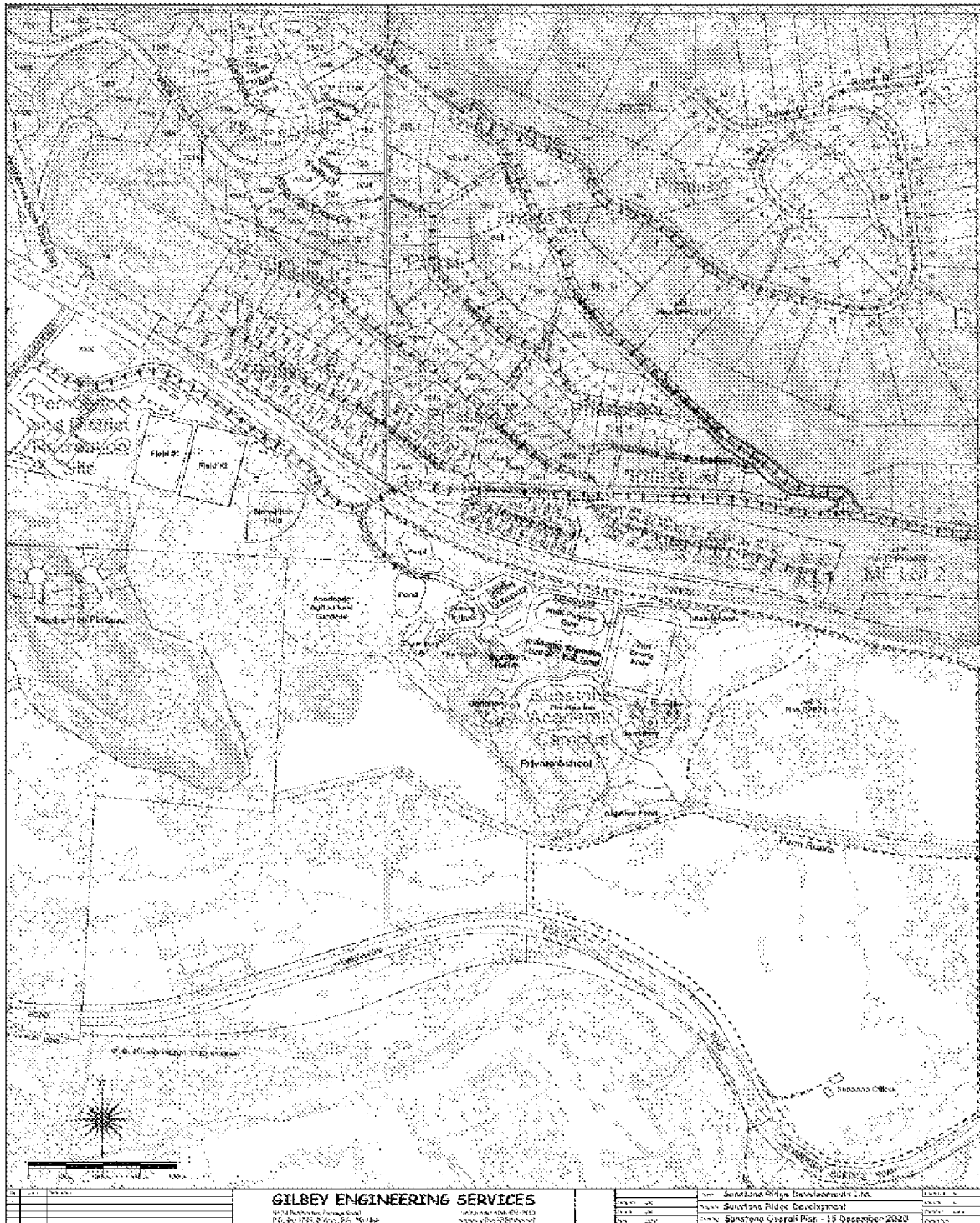
IN WITNESS WHEREOF the Purchaser has executed this Agreement with effect as of the Effective Date.

[PURCHASER] by its authorized signatory(ies)

By: _____
Name,
Title:

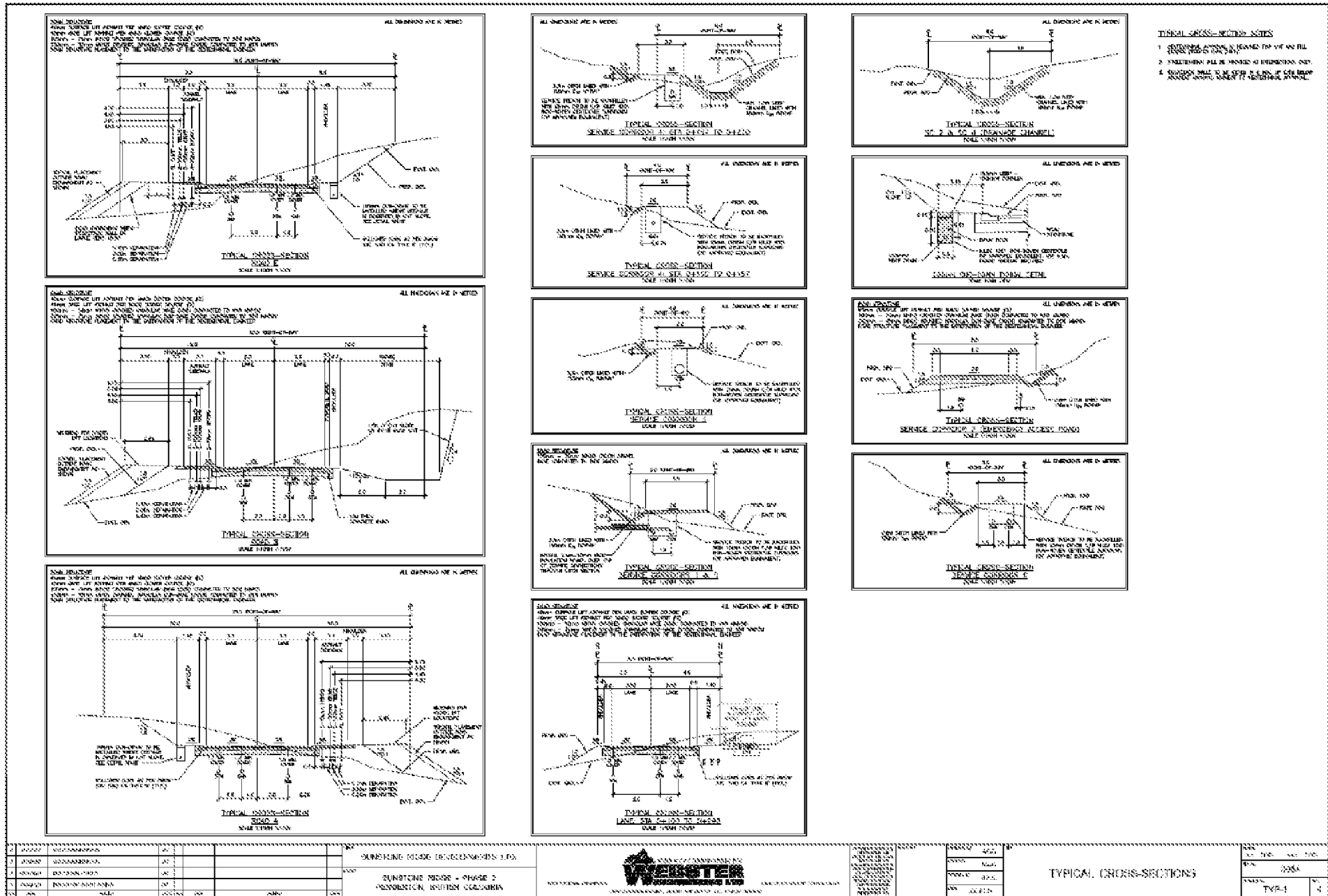
By: _____
Name,
Title:

SCHEDULE "B" SITE PLAN



**SCHEDULE "C"
ROAD AND SERVICING STANDARDS**

[See attached]



WSLEGAL\079059\00007\26653930v9



Related Document Number: **CA9585194**
 Fee Collected for Document: **\$14.34**

I, Brendan J. Craig, Barrister and Solicitor, of 1600 - 925 West Georgia Street, Vancouver, BC, V6C 3L2, do hereby declare:

1. The Form C Easement (the "Easement") submitted for registration on December 15, 2021, under pending registration number CA9585194, does not indicate the legal description and parcel identifier for the dominant lands benefiting from the Easement.

2. The Easement is amended by adding the following under the Additional Information in Item 3, Nature of Interest, of the Easement: "Dominant lands: LOT 1 DISTRICT LOT 212 LILLOOET DISTRICT PLAN EPP72101 EXCEPT PLAN 115085 (PID: 030-329-612)".

3. All parties have consented to the above amendment to the Easement.

I make this declaration knowing it to be true based on information provided to me / reasonable belief.

Brendan J. Craig

Electronic Signature

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Brendan James
 Craig UQT91M**

Digitally signed by
 Brendan James Craig UQT91M
 Date: 2022-01-07
 10:22:28 -08:00

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

TITLE SEARCH PRINT

2022-11-15, 15:46:09

File Reference:

Requestor: Nikki Segovia

Declared Value \$1800000

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

Land Title District

KAMLOOPS

Land Title Office

KAMLOOPS

Title Number

CA9585193

From Title Number

CA9503412

Application Received

2021-12-15

Application Entered

2022-01-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1293556 B.C. LTD., INC.NO. BC1293556
7733 PEMBERTON MEADOWS ROAD
PEMBERTON, BC
V0N 2L2

Taxation Authority

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

Description of Land

Parcel Identifier:

031-566-847

Legal Description:

LOT B DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP115085

Legal Notations

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

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA9410053

TITLE SEARCH PRINT

2022-11-15, 15:46:09
Requestor: Nikki Segovia

File Reference:
Declared Value \$1800000

Charges, Liens and Interests

Nature: COVENANT
Registration Number: CA6503571
Registration Date and Time: 2017-12-11 18:40
Registered Owner: VILLAGE OF PEMBERTON
Remarks: INTER ALIA
PART IN PLAN EPP69969

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA6503573
Registration Date and Time: 2017-12-11 18:40
Registered Owner: VILLAGE OF PEMBERTON
Remarks: INTER ALIA
PART IN PLAN EPP69969

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: EASEMENT
Registration Number: CA9585194
Registration Date and Time: 2021-12-15 12:43
Remarks: APPURTENANT TO LOT 1 PLAN EPP72101 EXCEPT PLAN
115085

Nature: RIGHT OF FIRST REFUSAL
Registration Number: CA9585195
Registration Date and Time: 2021-12-15 12:43
Registered Owner: SUNSTONE RIDGE DEVELOPMENTS LTD.
INCORPORATION NO. BC0857673

TITLE SEARCH PRINT

2022-11-15, 15:46:09
Requestor: Nikki Segovia

File Reference:

Declared Value \$1800000

Nature:	OPTION TO PURCHASE
Registration Number:	CA9585196
Registration Date and Time:	2021-12-15 12:43
Registered Owner:	SUNSTONE RIDGE DEVELOPMENTS LTD. INCORPORATION NO. BC0857673

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

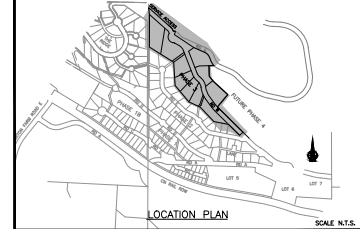
Sunstone Phase 3 Building Envelope Drawing (prepared for Development Permit purposes) October 21, 2022

LEGAL DESCRIPTION
LOT 2 PLAN, DL 211, LILLOET DISTRICT, PLAN EPP2101 & LOT 8
DL 211, LILLOET DISTRICT, PLAN EPP2372

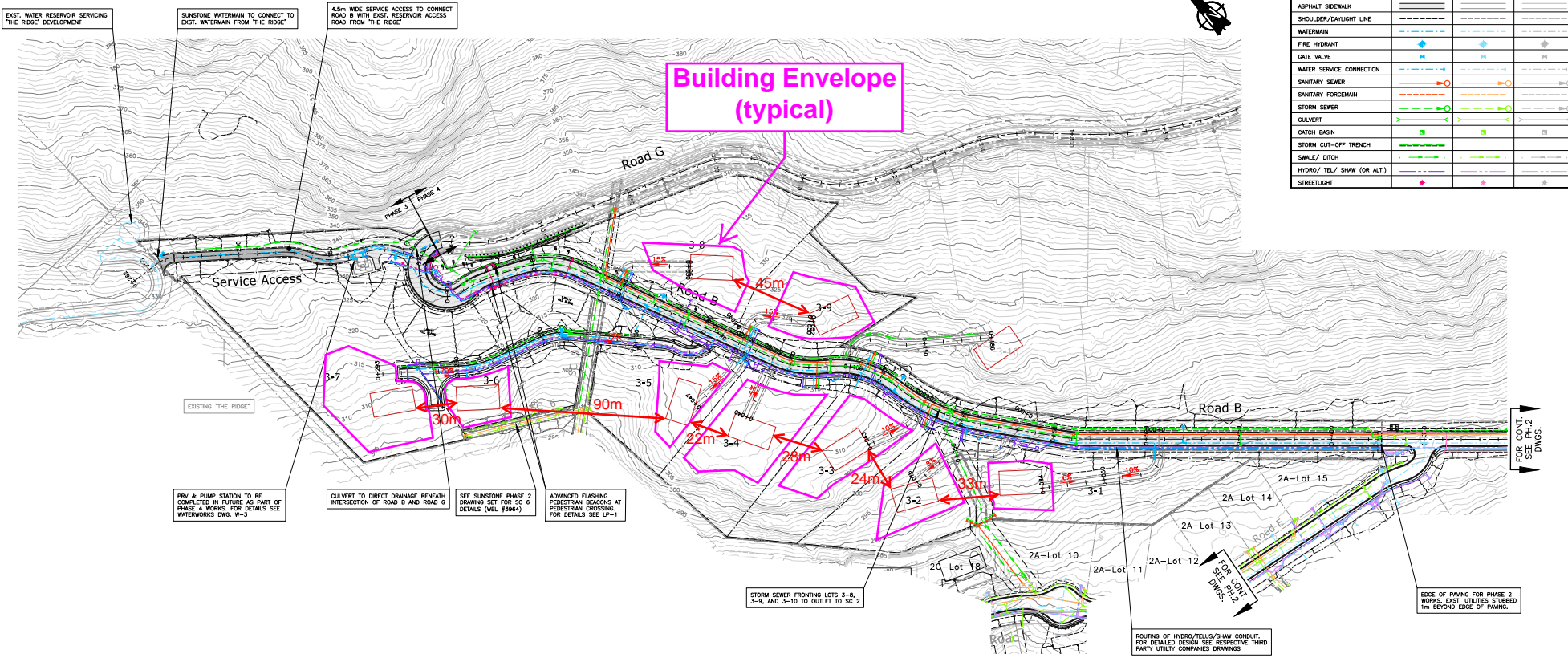
ELEVATIONS ARE ORTHOMETRIC AND ARE DERIVED FROM GPS OBSERVATIONS
CONVERTED TO CGVD28 ELEVATIONS USING THE HTF2.0 GEGRID MODEL.

GENERAL NOTES

1. ALL MATERIALS SUPPLIED AND CONSTRUCTION WORKS TO BE IN ACCORDANCE WITH MMCD STANDARDS AND VOP BYLAW 677
2. ALL CONSTRUCTION MUST CONFORM TO THE VILLAGE OF PEMBERTON GENERAL SPECIFICATIONS AND MUST PASS VILLAGE OF PEMBERTON INSPECTION ON COMPLETION OF EACH STAGE OF CONSTRUCTION. THE OWNER WILL PAY FOR THESE INSPECTIONS. THE CONTRACTOR WILL GIVE VILLAGE OF PEMBERTON 48 HOURS NOTICE PRIOR TO THIS REQUIREMENT FOR INSPECTION.
3. THE CONTRACTOR SHALL ENSURE THAT ALL APPROVALS REQUIRED FOR THE PROPOSED WORK HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
4. LOCATIONS OF EXISTING UNDERGROUND SERVICES HAVE BEEN DETERMINED FROM VILLAGE OF PEMBERTON AND UTILITIES AS-CONSTRUCTED DRAWINGS. CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING SERVICES AND TO NOTIFY ENGINEER OF ANY DISCREPANCIES, CONFLICTS OR OMISSIONS PRIOR TO BEGINNING CONSTRUCTION.
5. ALL CUTS IN EXISTING ASPHALT REQUIRED FOR TRENCHING SHALL BE SAWCUT & REPLACED WITH MINIMUM 80mm ASPHALT, 150mm GRANULAR BASE & 300mm GRANULAR SUBBASE AFTER SHOUFFLE AND COMPACTION. ALL PAVEMENTS ROLLERED, ETC. ARE TO BE RESTORED TO ORIGINAL CONDITION WHEN NO IMPROVEMENT IS PROPOSED UNDER THIS CONTRACT.
6. THE CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING NEAR EXISTING SERVICES AND ANY SERVICES DISTURBED ARE TO BE REPLACED TO THE SATISFACTION OF VILLAGE OF PEMBERTON, THE ENGINEER AND/OR APPROPRIATE UTILITY CORPORATION.
7. THE CONTRACTOR'S SURVEYOR WILL RECORD ALL INFORMATION REQUIRED FOR THE ENGINEER TO PROVIDE A COMPLETE SET OF AS-CONSTRUCTED DRAWINGS.
8. WHEN NO IMPROVEMENTS ARE PROPOSED UNDER THIS CONTRACT, THE EXISTING SECTION(S) OF ROADWAY SHALL BE KEPT CLEAN AND CLEAR FOR THE DURATION OF CONSTRUCTION AND LEFT IN SAME CONDITION AS PRIOR TO CONSTRUCTION.
9. VEHICULAR ACCESS TO EXISTING DWELLINGS TO BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT.
10. RESIDENTS DIRECTLY AFFECTED BY CONSTRUCTION OF THIS PROJECT SHALL BE GIVEN 48 HOURS WRITTEN NOTICE OF THE PROPOSED START OF CONSTRUCTION. IF CONSTRUCTION EXTENDS ONTO PRIVATE PROPERTY, THE CONTRACTOR OR DEVELOPER'S AGENT WILL REQUIRE WRITTEN AUTHORIZATION FROM THE PRIVATE PROPERTY OWNER.
11. FOR BC HYDRO, TELUS, & SHAW INSTALLATION, SEE APPROPRIATE UTILITY COMPANY DRAWINGS & SPECIFICATIONS. LAYOUT SHOWN FOR REFERENCE ONLY.
12. THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO ENSURE THAT NO SILT IS DISCHARGED TO THE STORM DRAINAGE SYSTEM, ROADWAYS OR ADJACENT PROPERTIES DURING THE COURSE OF CONSTRUCTION IN ACCORDANCE WITH CDD/RADEP'S "LAND DEVELOPMENT GUIDELINES FOR THE PROTECTION OF AQUATIC HABITAT"
13. SEE CASCADE ENVIRONMENTAL FOR EROSION AND SEDIMENT CONTROL REQUIREMENTS.
14. ALL CUT & FILL SLOPES TO BE HYDROSEEDED. SEED MIX DENSITY TO BE SPECIFIED BY CASCADE ENVIRONMENTAL.



DESCRIPTION	SYMBOLS		
	PROPOSED	EXISTING	FUTURE
PROPERTY LINE	---	---	---
RIGHT-OF-WAY	---	---	---
PHASING BOUNDARY	---	---	---
ROAD-CL	---	---	---
EDGE OF ASPHALT	---	---	---
ROLLOVER CURB & GUTTER	---	---	---
GRANUL ACCESS	---	---	---
ASPHALT SIDEWALK	---	---	---
SHOULDER/DAYLIGHT LINE	---	---	---
WATERMAIN	---	---	---
FIRE HYDRANT	---	---	---
GATE VALVE	---	---	---
WATER SERVICE CONNECTION	---	---	---
SANITARY SEWER	---	---	---
SANITARY FORCEMAIN	---	---	---
STORM SEWER	---	---	---
CULVERT	---	---	---
CATCH BASIN	---	---	---
STORM CUT-OFF TRENCH	---	---	---
SWALE/ DITCH	---	---	---
HYDRO/ TEL/ SHAW (OR ALT)	---	---	---
STREETLIGHT	---	---	---



EXIST. WATER RESERVOIR SERVING THE RIDGE DEVELOPMENT

SUNSTONE WATERMAIN TO CONNECT TO EXIST. WATERMAIN FROM THE RIDGE

4.5m WIDE SERVICE ACCESS TO CONNECT ROAD B WITH EXIST. RESERVOIR ACCESS ROAD FROM THE RIDGE

EXISTING "THE RIDGE"

PRV & PUMP STATION TO BE COMPLETED IN FUTURE AS PART OF PHASE 4 WORKS. FOR DETAILS SEE WATERWORKS DWG. W-3

CULVERT TO DIRECT DRAINAGE BENEATH INTERSECTION OF ROAD B AND ROAD G

SEE SUNSTONE PHASE 2 DRAWING SET FOR SC 6 DETAILS (WEL #394)

ADVANCED FLASHING PEDESTRIAN BEACONS AT PEDESTRIAN CROSSING. FOR DETAILS SEE LP-1

STORM SEWER FRONTING LOTS 3-8, 3-9, AND 3-10 TO OUTLET TO SC 2

ROUTING OF HYDRO/TELUS/SHAW CONDUIT FOR DETAILED DESIGN SEE RESPECTIVE THIRD PARTY UTILITY COMPANIES DRAWINGS

SEE CONV. SITE PLAN DWGS.

EDGE OF PAVING FOR PHASE 2 WORKS. EXIST. UTILITIES STUDIED 1m BEYOND EDGE OF PAVING.