

May 22, 2018

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

Attention: Tim Harris, Manager of Development Services

Dear Tim:

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

On behalf of 580049BC Ltd. (Owner) and Sunstone Ridge Developments Ltd. (developer), please find attached an Application for a Development Variance Permit for Phase 1B of the Sunstone Ridge Subdivision (your file S073?). The purpose of this Application is to remove the requirements for an emergency access and a mid-block turnaround in the cul-de-sac road, and to reduce the required road width.

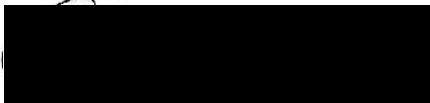
The following is a list of the documents that are submitted in support of this Application:

- Cover Letter
- Application Forms
- Description of Proposed Variances and Rationale
- Owner's Agent Authorization
- Registered Legal Plan
- 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,

A black rectangular redaction box covering the signature of Cam McIvor.

Cam McIvor
CATA Management Ltd.
Agent for Sunstone Ridge Developments Ltd.

attachment: Application for Development Variance Permit as detailed above

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

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, Plan EPP 74427, DL 211

PID#: 030-259-053

Civic Address: _____

Bylaw Requesting Variance: Subdivision and Development Control Bylaw 677

Specific Section of Abovementioned Bylaw Requesting Variance: _____

Section 6.16.3.b) Hillside Emergency Access

Section 6.16.3.a)v) Cul-de-sac Mid-block Turnaround

Section 6.3.2 Road Cross Section and Standard Cul-de-sac Drawing R06

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

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

APPLICATION FORM FOR A DEVELOPMENT VARIANCE PERMIT (DVP13)

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

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

THIS APPLICATION IS MADE WITH MY FULL KNOWLEDGE AND CONSENT



May 19, 2018

Registered owner's signature

Date

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

FOR OFFICE USE ONLY:

Application/File No.: _____

Application Fee received \$ _____

Receipt No.: _____

Date received: _____

Signature of Official

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

Sunstone Ridge Phase 1B – Development Variance Application

Description of Proposed Development and Variances

The proposed development is Sunstone Ridge Phase 1B, a 24-lot single-family residential development. The property is legally described as Lot B, Plan EPP74427, DL 211. 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 Road C in the Sunstone Ridge Phase 1 development.

The proposed Variances are as follows:

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

Rationale in Support of the Proposed Variances

Emergency Access

The proposed cul-de-sac road will have a total length of 400-m. It is proposed that the Emergency Access as described in Section 6.16.3.b) of the Subdivision and Development Control Bylaw #677 not be required for the following reasons:

- the Fire Chief has indicated that he does not require an emergency access provided the cul-de-sac bulb has a 35-foot usable radius for maneuvering of fire trucks;
- sewer servicing corridors north and south of the cul-de-sac can be used as a form of emergency access;
- Roads D and E within Sunstone Subdivision will have emergency access to the Farm Road East CN Rail Crossing in the event that any access issues arise with the Sunstone CN Rail Crossing;
- emergency access is not required in other similar situations within the Village of Pemberton.

Mid-block Turnaround

The proposed cul-de-sac road will have a total length of 400-m. It is proposed that the Mid-block Turnaround as described in Section 6.16.3.a)v) of the Subdivision and Development Control Bylaw #677 not be required for the following reasons:

- the Bylaw wording is that a mid-block turnaround “should be considered”, and therefore the mid-block turnaround is not a “requirement”;
- it is felt that a mid-block turnaround will not be used on this length of road, and that the additional earthworks and retaining walls that would be required

Sunstone Ridge Phase 1B – Development Variance Application

for a mid-block turnaround on the sloping hillside are not justified and are an unnecessary expense;

- mid-block turnarounds are not required in other similar situations within the Village of Pemberton.

Reduction in Asphalt Width

Village of Pemberton Standard cul-de-sac Drawing R06 identifies an 8.5-m pavement width. Phase 1 Road C received a Variance that permitted a reduced asphalt width of 6.6-m (Regular Council Meeting 1381 held on November 4, 2014). The rationale for that variance was that the reduced width would minimize the impact of road construction on the steeply sloping hillside topography consistent with Low Impact Development principles.

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

Letter of Agency

Re: PID: 030-259-053

Legal Description: Lot B, District Lot 211, Plan EPP74427, LLD

(the "Subject Lands")

Registered Owner: 580049 B.C. Ltd.

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

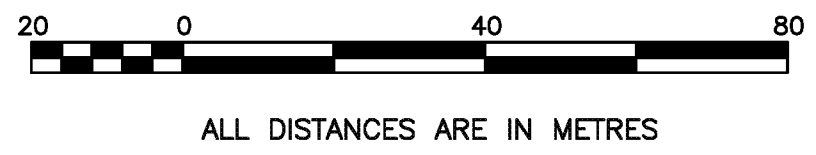
Signature of Authorized Representative of Registered Owner


~~Warren Biro~~ WERNER KARL BIRD
KNOWN AS WARREN

Date: May 04, 2018.

SUBDIVISION PLAN OF LOT 2 AND LOT 3, DISTRICT LOT 211,
LILLOOET DISTRICT, PLAN EPP21848
PURSUANT TO SECTION 67 OF *THE LAND TITLE ACT*

BCGS 92G.037
SCALE 1 : 1000



ALL DISTANCES ARE IN METRES

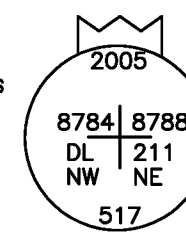
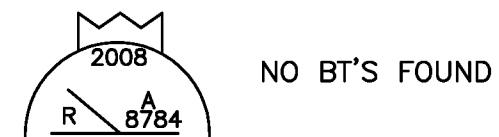
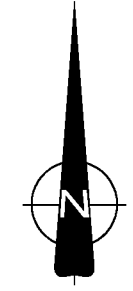
The intended plot size of this plan is 1118mm in height by 864mm in width (E size) when plotted at a scale of 1 : 1000

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

The UTM coordinates and estimated network accuracy (0.020 metres) are derived from 2.5 hours of dual frequency GNSS observations processed using Precise Point Positioning Service of Natural Resources Canada.

This plan shows horizontal ground-level distances based on a mean ellipsoidal elevation of 290.00 metres. To compute grid distances, multiply ground-level distances by the mean combined factor of 0.99956724.

Bearings to Bearing Trees are magnetic.



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

GNSS REBAR HM486
DATUM: NAD83 (CSRS) EPOCH 2002.0, UTM ZONE 10
UTM N: 5574661.193
UTM E: 517100.323
POINT COMBINED FACTOR: 0.99956910
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.013m

GNSS CN HM478
DATUM: NAD83 (CSRS) EPOCH 2002.0, UTM ZONE 10
UTM N: 5574668.070
UTM E: 517700.086
POINT COMBINED FACTOR: 0.99955198
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.020m

AREA A
= 13.9 ha

AREA B
= 7.92 ha

LEGEND

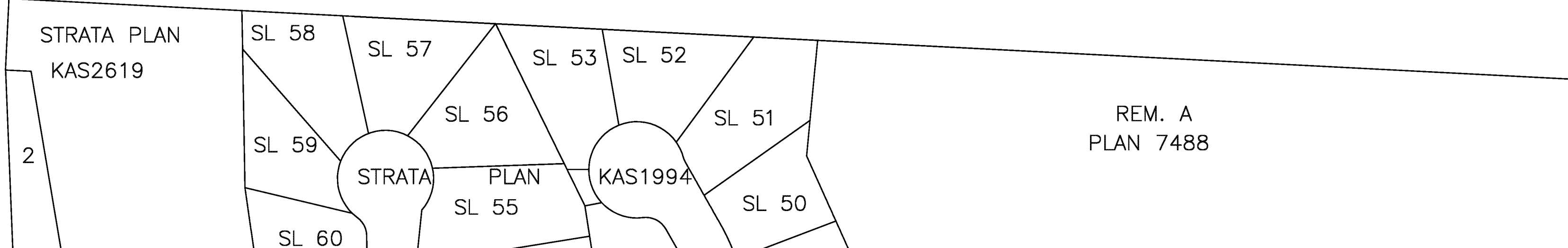
Note:
This plan shows one or more witness post(s)
which are not set on the true corner

	FOUND	PLACED
Lead Plug	■	
Standard Capped Post	●	
Standard Iron Post	•	○
Traverse Hub		△
Not Found		NF
Global Navigation Satellite System		GNSS

This Subdivision Plan Lies Within the Jurisdiction of the Approving Officer for the Village of Pemberton
This Plan Lies Within the 'Squamish-Lillooet' Regional District

The field survey represented by this plan was completed on the 29th day of June, 2017.

Michael W. Vail, BCLS 963



HIGHMARK LAND SURVEYING AND ENGINEERING LTD.
P.O. Box 1490, Whistler, B.C. V0N 1B0
Office: 604-966-3733
E-mail: info@hms.ca
FILE :J16037_P17048E

THE RIDGE AT PEMBERTON

Lot 5
Plan EPP21848

TH 1c

TH 1a

Lot B
Plan EPP74427

TH 1b

Plan EPP72101

E17

E16

E15

E14

Park

D10

D11

D9

D12

D8

D7

Plan EPP72101
C7

D6

C6

C5

C4

C3

C2

Park

SUNSTONE RIDGE PHASE 1 SUBDIVISION

Road A

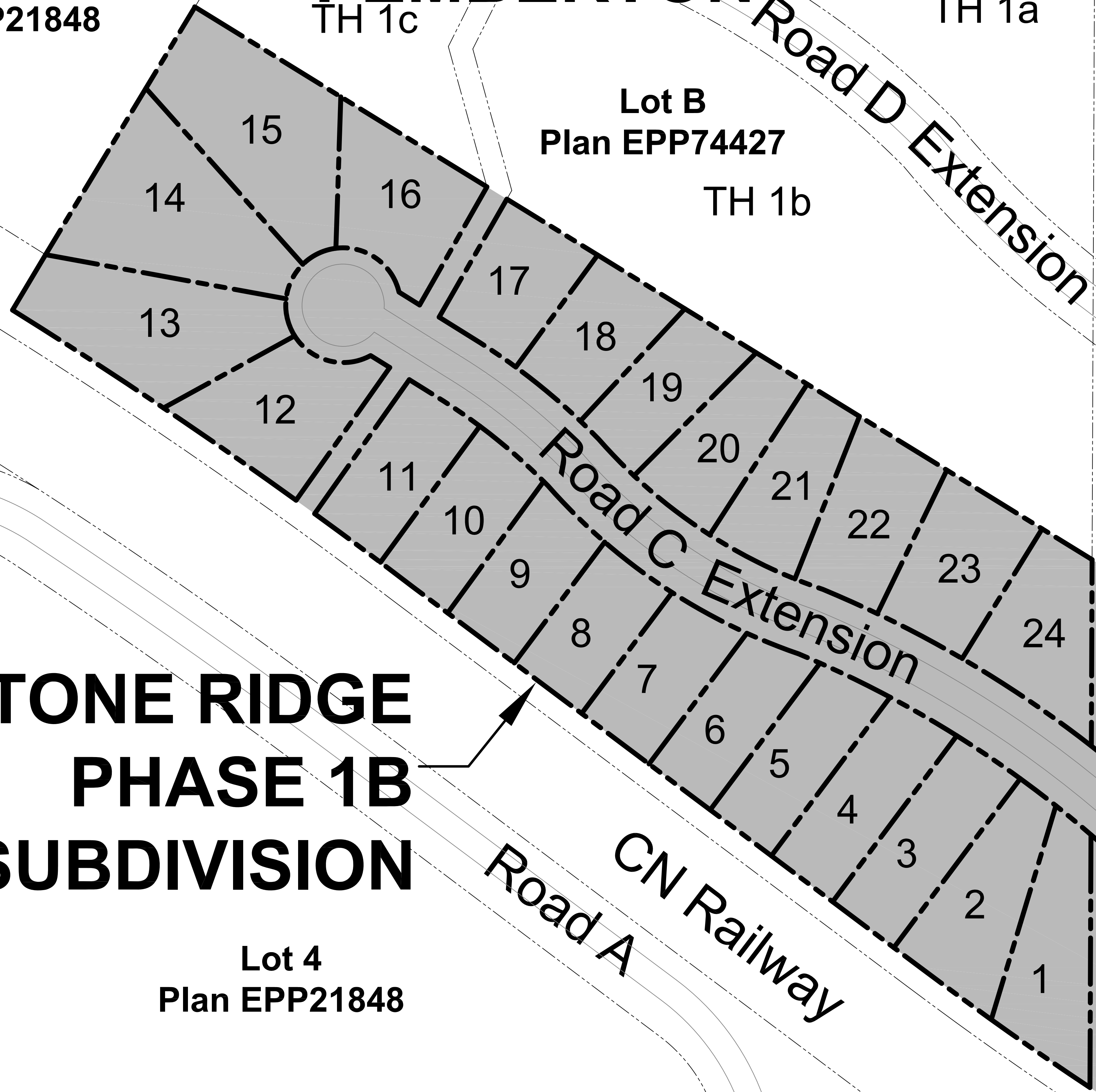
SUNSTONE RIDGE PHASE 1B SUBDIVISION

Lot 4
Plan EPP21848

Road A
CN Railway

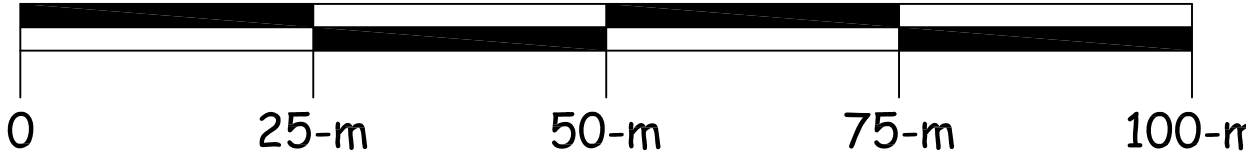
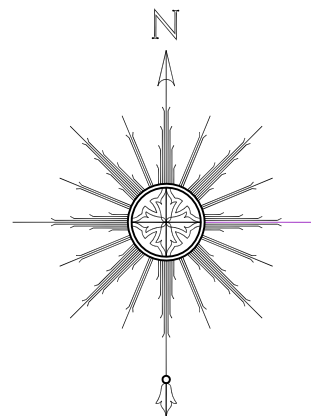
Road C Extension

Road D Extension



Sunstone Ridge Phase 1B Lot Areas and Frontages		
Lot #	Area (sq.m)	Frontage (metres)
1	1,178	11.9
2	1,196	11.7
3	1,096	20.0
4	1,062	20.1
5	1,000	20.4
6	906	20.7
7	898	22.2
8	863	22.0
9	898	22.5
10	959	22.1
11	947	22.1
12	1,229	28.5
13	1,653	10.1
14	1,797	10.2
15	1,845	9.8
16	1,189	28.4
17	925	23.9
18	919	22.0
19	885	20.0
20	942	25.1
21	956	25.1
22	1,086	23.4
23	1,101	25.1
24	1,111	40.8

Notes
 1. Lot areas and frontages are approximate and subject to change.
 2. Lot frontage dimension is total length of lot frontage boundary.



No.	Date	Description
1	17 May 2018	Client and Project Names Revised

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

Design By:
 Drawn By: GRC
 Scale: as shown

Client: Sunstone Ridge Developments Ltd.
 Project: Sunstone Ridge Phase 1B Subdivision
 Drawing: Lot Areas and Frontages (3May18)

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

TITLE SEARCH PRINT

2018-04-30, 14:37:53

File Reference:

Requestor: Alice Prah

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

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	KAMLOOPS KAMLOOPS
Title Number From Title Number	CA6311294 CA3128762 CA3128763
Application Received	2017-09-20
Application Entered	2017-09-29
Registered Owner in Fee Simple Registered Owner/Mailing Address:	580049 B.C. LTD., INC.NO. 580049 #215 - 8171 COOK ROAD RICHMOND, BC V6Y 3T8
Taxation Authority	North Shore - Squamish Valley Assessment Area Pemberton, Village of Pemberton Valley Dyking District
Description of Land Parcel Identifier: Legal Description:	030-259-053 LOT B DISTRICT LOT 211 LILLOET DISTRICT PLAN EPP74427
Legal Notations	HERETO IS ANNEXED EASEMENT CA2874965 OVER LOT 2, PLAN EPP21848 AS TO PART FORMERLY LOT 3 PLAN EPP21848

TITLE SEARCH PRINT

2018-04-30, 14:37:53

File Reference:

Requestor: Alice Prah

Charges, Liens and Interests

Nature: UNDERSURFACE RIGHTS
 Registration Number: KD99112
 Registration Date and Time: 1990-12-13 13:09
 Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
 Remarks: INTER ALIA
 SEE KD99111
 SECTION 47, LAND ACT
 PART FORMER BLOCK A DL211 LILLOOET DISTRICT SHOWN ON PLAN B3576

Nature: COVENANT
 Registration Number: CA2723154
 Registration Date and Time: 2012-08-17 12:00
 Registered Owner: VILLAGE OF PEMBERTON
 Remarks: INTER ALIA
 MODIFIED BY CA4950099

Nature: EASEMENT
 Registration Number: CA2874965
 Registration Date and Time: 2012-11-19 15:13
 Remarks: INTER ALIA
 APPURTENANT TO LOT 3, PLAN EPP21848

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

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

TITLE SEARCH PRINT

2018-04-30, 14:37:53

File Reference:

Requestor: Alice Prah

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

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

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

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

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

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

TITLE SEARCH PRINT

2018-04-30, 14:37:53

File Reference:

Requestor: Alice Prah

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE



Province of British Columbia

Ministry of Crown Lands

Mailing address: Surveyor General Branch Parliament Buildings Victoria, B.C. V8V 1X5 Office location: 3400 Davidson Avenue Victoria, B.C. Telephone: (604) 387-4461 Fax: (604) 387-1830

KD099111

WITHIN AGRICULTURAL LAND RESERVE

OUR FILE 2403441

CENTRAL SURVEY SERVICES LTD.

KD099112

90 DEC 13 09

LAND TITLE OFFICE

65,200

John A. Steward Notary Public Box 516 1433 Poplar Street Pemberton, British Columbia VON 2L0

12/13/90 A3583k FEE NOM 35.00 12/13/90 A3583k CHG FREE .00

Dear Mr. Steward:

The Crown grant described below is forwarded to you in accordance with the terms and conditions specified in the enclosed Letter of Transmittal.

Crown Grant No.: 9157/1262 Crown Grant Date: December 6, 1990

Grantee(s): GERALD PAGE TULLOCH AND CONNIE TULLOCH AS JOINT TENANTS

Description: Block A of District Lot 211, Lillooet District, Plan B3576

Location: Pemberton Containing 2.722 hectares

Assessment District: North Shore/Squamish Valley

PIN No.: 005752431

N.T.S.: 092J07C

B.C.G.S.: R092J037

016-719-433



for Surveyor General and Director

ALG:pd bcgeu

cc: Dick Roberts, Regional Director, Lower Mainland Region Land Title Office, Kamloops Timber Marks, Timber Harvesting Branch, Ministry of Forests Crown Land Registry Audit, Surveyor General Branch

REGISTRATION RECEIVED ON... WRITTEN HEREON

ID 21053B - PEMBERTON VALLEY DYKING DISTRICT

2

File No.: 2403441

No. 9157

1262

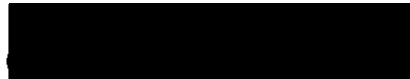


Province of British Columbia

CROWN GRANT OF AN ESTATE IN FEE SIMPLE

LAND ACT
and
MINISTRY OF LANDS, PARKS AND HOUSING ACT

CM
EIN



Manager, Godfrey D. Archbold
Surveyor General Branch
Ministry of Crown Lands

THIS GRANT dated the 6th day of December, 1990.

B E T W E E N : HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA

(herein called the "Grantor")

A N D : GERALD PAGE TULLOCH, Autobody Repairman and
CONNIE TULLOCH, Homemaker
Box 36
Pemberton, British Columbia V0N 2L0
AS JOINT TENANTS

(herein called the "Grantee")

WITNESSES that in consideration of the sum of \$65,200.00 of lawful money of Canada now paid by the Grantee to the Grantor (the receipt of which the Grantor acknowledges) the Grantor grants to the Grantee, in fee simple, the parcel of land and premises situate in the North Shore/Squamish Valley Assessment Area in the Province of British Columbia, described as follows:

Block A of District Lot 211, Lillooet District, Plan B3576

PROVIDED THAT the estate herein granted is subject to:

- (a) any conditional or final water licence or substituted water licence issued or given under the Water Act, or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the land and to maintain, repair and operate any works permitted on the land under the licence at the date hereof;
- (b) all subsisting grants to, or subsisting rights of any person made or acquired under the Mineral Tenure Act, Coal Act or Petroleum and Natural Gas Act or under any prior or subsequent enactment of the Province of British Columbia of like effect;

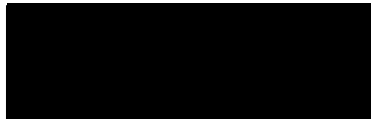
EXCEPTING AND RESERVING, nevertheless to the Grantor, its successors and assigns the exceptions and reservations of the interests, rights, privileges and titles referred to in Section 47 of the Land Act.

3 80

AND in this instrument, unless the context otherwise requires,

- (a) the singular includes the plural and the masculine includes the feminine gender and a corporation; and
- (b) all Acts referred to are statutes of the Province of British Columbia.

IN WITNESS WHEREOF the Minister of Crown Lands, in pursuance of Section 105 of the Land Act, and in the name and on behalf of Her Majesty the Queen in Right of the Province of British Columbia has caused his seal of office to be affixed hereto and attested by his authorized representative, the 7th day of December, 1990.



~~Authorized Signatory~~ - Donald A. Duffy
or - Charles A. Bennett

KAMLOOPS LAND TITLE OFFICE

Aug-17-2012 12:00:32.001

CA2723154

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

1340735567 PAGE 1 OF 6 PAGES

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

Ian Terence
Davis 3UXBSR

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

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

Race & Company

Shelley Key, Authorized Agent

File No.: 47269

201-1365 Pemberton Avenue, PO Box 1850

Squamish

BC V8B 0B3

Phone: 604-892-5254

Document Fees: \$72.50

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-701-522

LOT 1 DISTRICT LOT 211 LILLOOET DISTRICT PLAN KAP87819

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

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

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

VILLAGE OF PEMBERTON

7400 PROSPECT STREET, PO BOX 100

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Derek McLauchlan

Barrister & Solicitor

215-8171 Cook Road

Richmond, BC, V6Y 3T8

Y	M	D
12	07	09

580049 B.C. Ltd.

by its authorized signatory(ies):

Print Name: Werner Karl Biro

Print Name:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

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

Y	M	D
12	07	19

Village of Pemberton
by its authorized signatory(ies):

Print Name: Sheena Fraser

Print Name: Jordan Sturdy

OFFICER CERTIFICATION:

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

THIS AGREEMENT MADE THIS _____ day of June, 2012

BETWEEN:

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

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

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

(hereinafter called the "Covenantee")

OF THE SECOND PART

WHEREAS:

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

Lot 1 District Lot 211 Lillooet District Plan KAP 87819

Parcel Identifier: 027-701-522

(hereinafter called the "Lands");

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

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

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

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

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

KAMLOOPS LAND TITLE OFFICE

Nov-19-2012 15:13:07.001

CA2874965

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

1348612273 PAGE 1 OF 5 PAGES

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

Ian Terence
Davis 3UXBSR

Digitally signed by Ian Terence Davis
3UXBSR
DN: c=CA, ou=Ian Terence Davis
3UXBSR, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=3UXBSR
Date: 2012.11.19 12:33:45 -08'00'

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

Race & Company

Shelley Key, Authorized Agent

File No.: 47269

201-1365 Pemberton Avenue, PO Box 1850

Squamish

BC V8B 0B3

Phone: 604-892-5254

Document Fees: \$72.50

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT 2 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP21848

STC? YES

Related Plan Number: **EPP21848**

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

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

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

580049 B.C. LTD.

106-1656 MARTIN DRIVE

Incorporation No

SURREY

BRITISH COLUMBIA

BO0580049

V4A 6E7

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

n/a

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Donald S. Boyle

Y	M	D
12	10	03

580049 B.C. Ltd.

by its authorized signatory:

Barrister & Solicitor

215-8171 Cook Road

Richmond, BC, V6Y 3T8

Print Name: Werner Karl Biro

OFFICER CERTIFICATION:

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

FORM_E_V18

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 2 OF 5 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		R/O Lot 3 District Lot 211 Lillooet District Plan EPP21848 (NO PID)

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

TERMS OF INSTRUMENT - PART 2

THIS AGREEMENT MADE THIS ___ day of _____, 2012

BETWEEN:

580049 B.C. Ltd.

(hereinafter called the "Transferor")

OF THE FIRST PART

AND:

580049 B.C. Ltd.

(hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

NO PID

Lot 2 District Lot 211 Lillooet District

Plan EPP21848

(hereinafter called the "Servient Tenement");

- B. The Transferee is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

NO PID

Lot 3 District Lot 211 Lillooet District

Plan EPP21848

(hereinafter called the "Dominant Tenement").

[The Servient Tenement and the Dominant Tenement are collectively called the "Lands"]

- C. The Transferor has agreed to grant to the Transferee an easement for the purposes of ingress and egress over the Servient Tenement.
- D. A road will be constructed and installed on portions of the Servient Tenement and for the purposes of maintaining the same, the parties have agreed to the easement as hereinafter defined.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good valuable consideration paid by the Transferee to the Transferor, the receipt of which is hereby acknowledged, the Transferor does hereby covenant and agree with the Transferees as follows:

1. The Transferor, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby as the registered owner of the Servient Tenement DOES HEREBY GRANT AN EASEMENT unto the Transferee as the registered owner of the Dominant Tenement, their heirs and assigns, owners and occupiers for the time being over the Servient Tenement (hereinafter referred to as the "Easement Area") and the Transferor grants to the Transferee and their agents, servants and workmen and all other persons a free, uninterrupted, unobstructed right of way in common with the Transferor for persons, animals, commercial vehicles and pleasure vehicles through, along and over the Easement Area.
2. The Transferor hereby grants and conveys unto the Transferee in fee simple and perpetuity the full, free, unrestricted and uninterrupted right, liberty, privilege and right of way for the Transferee, its servants, employees, agents and all others, the licensees of the Transferee, from time to time and at all times to enter, construct, maintain, inspect, alter and repair all necessary works required to service the Easement Area for the purposes aforesaid.
3. THE Transferor COVENANTS AND AGREES WITH THE Transferee:
 - (a) that the Transferor will never erect, place or maintain any building or structure, including anything made of concrete on any portion of the said easement which will have the effect of impeding passage through the Easement Area but may construct buildings, improvements and services over the Easement Area which do not obstruct the Easement Area.
4. THE Transferee COVENANTS AND AGREES WITH THE Transferor:

- (a) That the Transferee will thoroughly clean the site, raking up all the rubbish and construction debris and as far as practicable restore the surface of the Easement Area to the same condition as prior to the commencement of construction, or of any subsequent work thereto;
 - (b) That the Transferee will carry out any construction, maintenance, alteration, repair and/or replacement of said works, in a proper and workmanlike manner.
5. It is mutually understood, agreed and declared by and between the Transferor and Transferee:
- (a) That the costs of maintaining, repairing and, if necessary, reconstructing the Easement Area shall be borne equally by the Transferor and the Transferee;
 - (b) That this Indenture shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, and the parties hereto;
 - (c) That this Indenture and the covenants herein shall run with and bind the said lands;
 - (d) That whenever the singular or the masculine is used the same shall be construed as meaning the plural or feminine, or body politic or corporate where the context or the parties hereto so require.

KAMLOOPS LAND TITLE OFFICE

Jan-26-2016 17:04:37.001

CA4950098 CA4950099

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 12 PAGES

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

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

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

Lynda Stokes, Barrister & Solicitor

Murdy & McAllister

1155 - 555 Burrard Street

Vancouver

BC V7X 1M8

Phone: 604 689-5263

File: 4853

Document Fees: \$143.16

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES []

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Modification

CA2723154

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

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

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

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

5. TRANSFEROR(S):

580049 B.C. LTD.

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

VILLAGE OF PEMBERTON

PO BOX 100, 7400 PROSPECT STREET

PEMBERTON

BRITISH COLUMBIA

V0N 2L0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Michelle Van Beek ph. 604.894.6135

Commissioner for Taking Affidavits in British Columbia

PO Box 100 - 74 Prospect St.

Pemberton, BC

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

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

[signed]

WALTER FERANICK, President

[signed]

WARREN BIRD, Secretary

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Yolanda McKenzie - Reception

Commissioner for Taking Affidavits in British Columbia

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

Y M D

16 01 19

Village of Pemberton, by its authorized signatories:

[signed]

Mike Richman
Mayor

[signed]

Nikki Gilmour
Chief Administrative Officer

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 12 PAGES

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

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

STC? YES

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

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

STC? YES

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

STC? YES

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

THIS AGREEMENT MADE THIS 19 day of January, 2016

BETWEEN:

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

(the "**Owner**")

AND:

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

(the "**Village**")

WHEREAS:

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

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

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

1.0 MODIFICATION OF COVENANT

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

2.0 GENERAL LAND DEVELOPMENT AND SUBDIVISION RESTRICTIONS

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

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

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

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

3.0 PRIOR TO EXECUTION

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

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

4.0 DEVELOPMENT OF THE LAND

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

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

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

5.0 MODIFICATION AND RELEASE OF AGREEMENT

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

6.0 RELEASE AND INDEMNITY

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

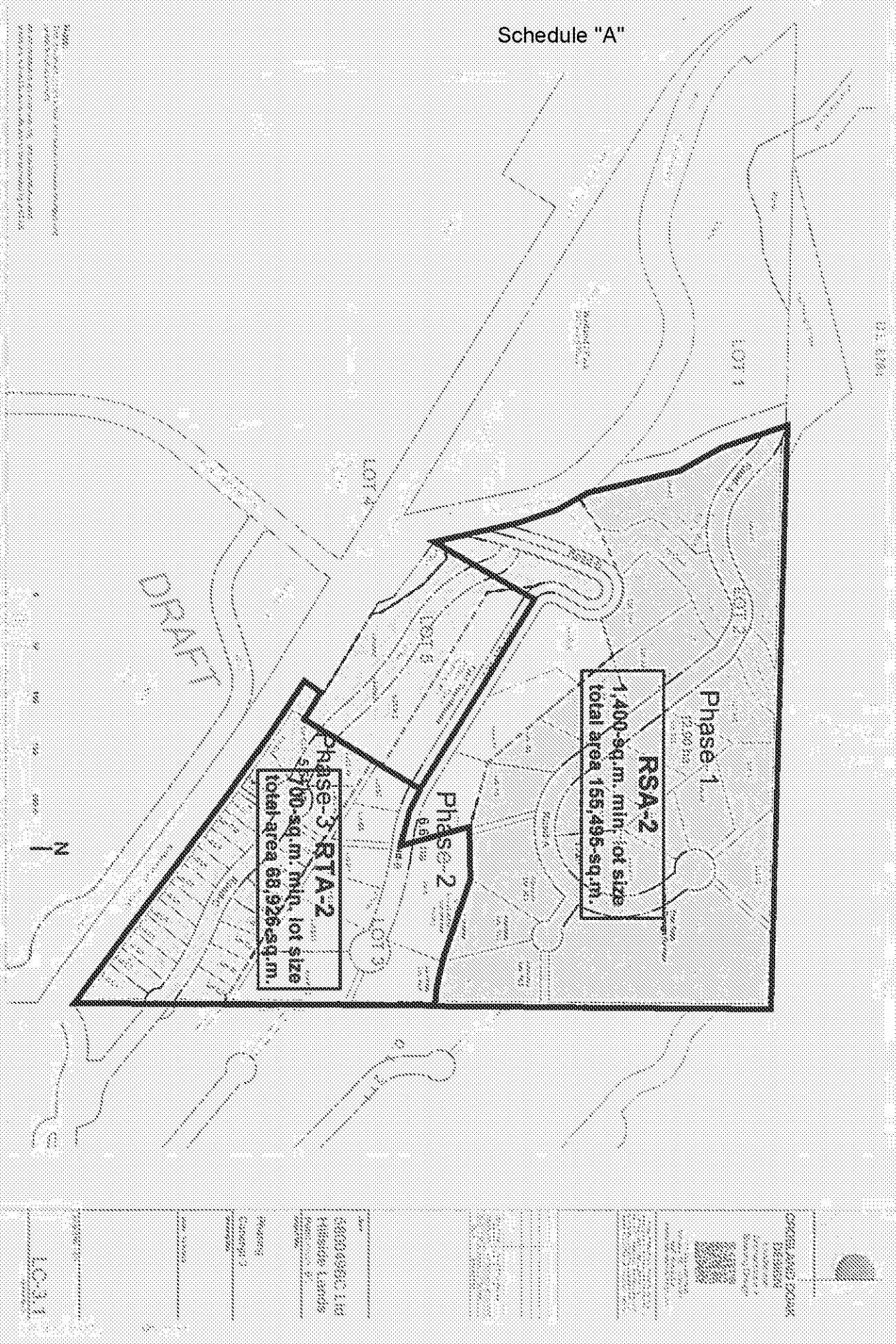
7.0 INTERPRETATION

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

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

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

Schedule "A"



Schedule "B"

Amenities, Works and Services

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

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

KAMLOOPS LAND TITLE OFFICE

Mar-15-2017 10:06:54.001

CA5871774 CA5871777

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 12 PAGES

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

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

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

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

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

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

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

STC? YES []

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

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

Officer Signature(s)

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

Table with 3 columns: Y, M, D. Values: 17, 02, 02

Transferor(s) Signature(s)

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

Print name: Werner Biro

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

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

Y	M	D
17	02	02

FERAN INVESTMENTS LTD. by its
authorized signatory:

Print name: Vladimir Ferancik

(as to Priority)

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

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

Y	M	D
17	02	02

COOK PLACE APTS. LTD. by its
authorized signatory:

Print name: Werner Biro

(as to Priority)

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

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

Y	M	D
17	02	02

W. BIRO CONSTRUCTION LTD. by its
authorized signatory:

Print name: Werner Biro

(as to Priority)

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

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

Y	M	D
17	02	13

CLARION PROPERTY
CORPORATION by its authorized
signatory:

Print name: Alan Long

(as to Priority)

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

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

Y	M	D
17	02	13

CREST CAPITAL CORPORATION by
its authorized signatory:

Print name: Alan Long

(as to Priority)

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

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

Y	M	D
17	02	13

SERIN INVESTMENTS LTD. by its
authorized signatory:

Print name: Alan Long

(as to Priority)

OFFICER CERTIFICATION:

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

FORM_E_V21

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 9 OF 12 PAGES

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

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

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

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

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

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

PAGE 10 OF 12 PAGES

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

5. TRANSFEROR(S):

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

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

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

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

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

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

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

PAGE 11 of 12 pages

GRANT OF PRIORITY**RECITALS:**

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

PRIORITY AGREEMENT:

This Priority Agreement is evidence that:

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

1159298

PAGE 12 of 12 pages

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

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

END OF DOCUMENT

1159298

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA6555917

LAND TITLE ACT
FORM C (Section 233) CHARGE

Jan-09-2018 14:58:35.018

1515528493 PAGE 1 OF 9 PAGES

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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

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

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

FORBES BOYLE LAMBERT

LAW CORPORATION

215 - 8171 COOK ROAD

RICHMOND

BC V6Y 3T8

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

Document Fees: \$71.58

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

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

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

THE OWNERS, STRATA PLAN EPS4695

#215 - 8171 COOK ROAD

RICHMOND

BRITISH COLUMBIA

V6Y 3T8

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Judd G. Lambert

Barrister & Solicitor

#215 - 8171 Cook Road

Richmond, BC V6Y 3T8

Phone: 604-273-7575

Y	M	D
18	01	09

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

Vladimir Ferancik

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

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

Y	M	D
18	01	09

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

Vladimir Ferancik

OFFICER CERTIFICATION:

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

FORM_E_V22

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 9 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

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

FORM_E_V22

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 9 PAGES

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

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

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

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

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

BETWEEN:

580049 B.C. LTD., INC. NO. BC0580049
c/o 215 – 8171 Cook Road
Richmond, BC V6Y 3T8

(the "Grantor")

OF THE FIRST PART

AND:

THE OWNERS, STRATA PLAN EPS4695,
c/o 215 – 8171 Cook Road
Richmond, BC V6Y 3T8

(the "Grantee")

OF THE SECOND PART

WHEREAS:

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

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

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

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

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

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

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

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

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

(the "Servient Tenement Lots")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. The Grantee covenants with the Grantor to:

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

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

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

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

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

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

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

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

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

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

PLAN EPP78097

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



LEGEND

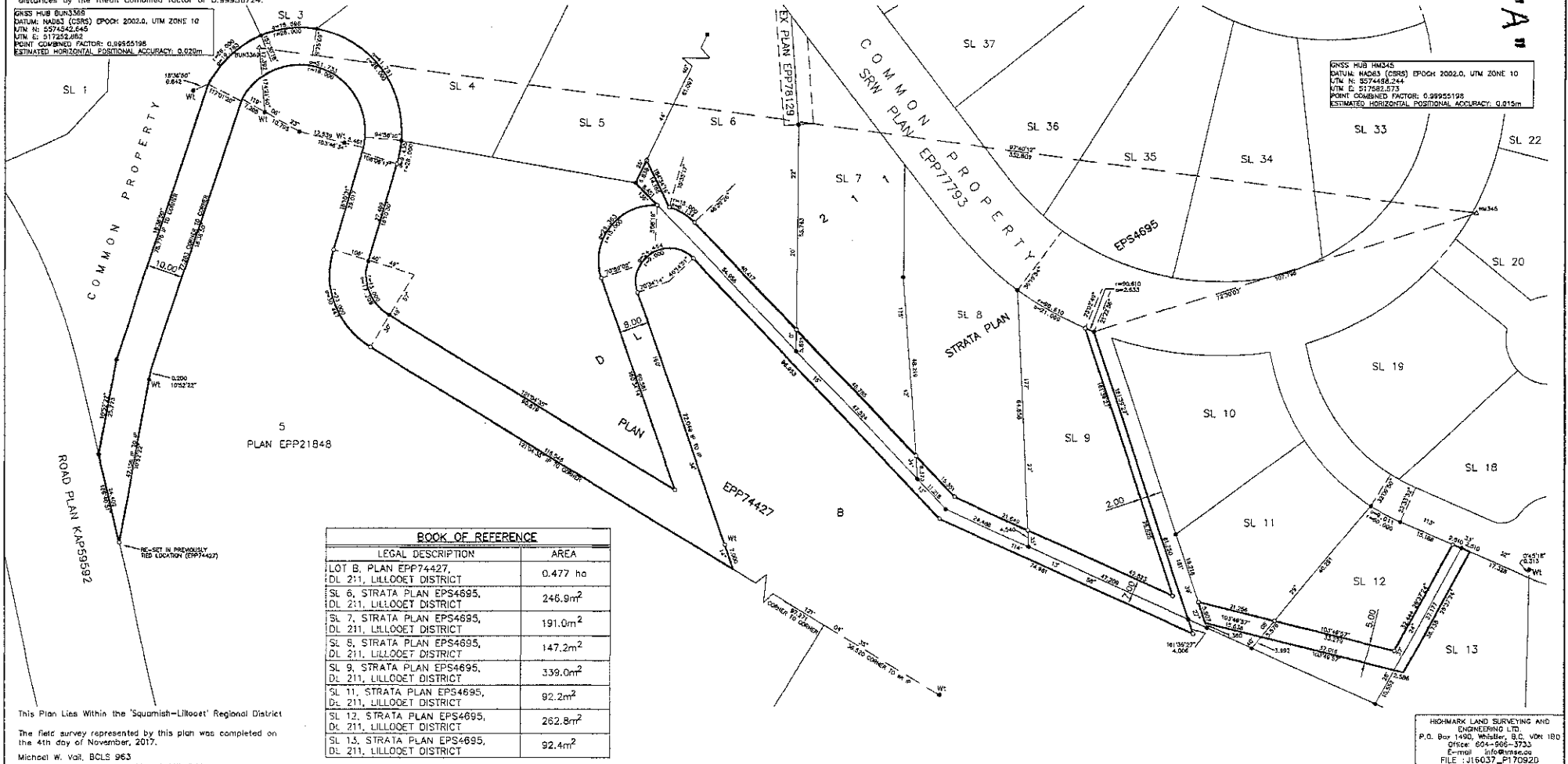
Note:
This plan shows one or more witness post(s) which are not set on the true corner.

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

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

GNSS HUB BUN3365
DATUM: NAD83 (CSRS) EPOCH: 2002.0, UTM ZONE 10
UTM N: 557452.645
UTM E: 517232.882
POINT COMBINED FACTOR: 0.99955198
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.020m

GNSS HUB HM345
DATUM: NAD83 (CSRS) EPOCH: 2002.0, UTM ZONE 10
UTM N: 557468.244
UTM E: 517282.573
POINT COMBINED FACTOR: 0.99955198
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.015m



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

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

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

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

1515532761

PAGE 1 OF 8 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

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

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

BC V6Y 3T8

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

Deduct LTSA Fees? Yes

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

Form-E Certificate of Strata Corporation

LTO Document Reference:

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

NO PID NMBR COMMON PROPERTY STRATA PLAN EPS4695

Related Plan Number: **EPS4695**

Strata Property Act

Form E

CERTIFICATE OF STRATA CORPORATION

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

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

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

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



Signature of Council Member

Print name: Vladimir Ferancik

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

Print name: _____

STRATA PROPERTY ACT (SECTIONS 78 & 80) RESOLUTION OF

The Owners, Strata Plan EPS4695

Accepting
Sanitary Sewer Easement

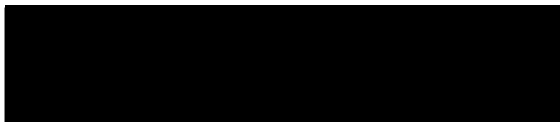
RESOLVED is a unanimous resolution that:

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

DATED this 9th day of January, 2018.

THE OWNERS, STRATA PLAN
EPS4695

Per:

A solid black rectangular box redacting the signature of the authorized signatory.

Authorized Signatory

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

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

BETWEEN:

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

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

(the "Grantor")

OF THE FIRST PART

AND:

THE OWNERS, STRATA PLAN EPS4695,

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

(the "Grantee")

OF THE SECOND PART

WHEREAS:

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

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

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

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

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

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

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

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

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

(the "Servient Tenement Lots")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

