

**COVENANTS AND BLACKCOMB DEVELOPMENT PERMIT**  
MC3 ZONE KEY PLAN AREA A  
(4545 BLACKCOMB WAY)

LAND USE CONTRACT TERMINATION BYLAW (BLACKCOMB  
MOUNTAIN) NO. 2350, 2022

Status: Registered

Doc #: R113011

RCVD: 1987-11-02 RQST: 2021  
08

'87 NOV -2 13:42

3/3

R113011

VANCOUVER, B.C.

LAND TITLE ACT  
Form 17  
(Sections 151, 152(1), 220)

APPLICATION

<p><b>NATURE OF CHARGE:</b> Section 215 Covenant</p> <p><b>Parcel Identifier No.:</b></p> <p><b>True Value:</b> Nominal</p> <p><b>Herewith Fees of:</b> \$25.00</p> <p><b>Full Name, Address, Telephone Number of person presenting application:</b></p> <p>Shrum, Liddle &amp; Heberton Barristers and Solicitors 1300 - 999 West Hastings Street Vancouver, B.C. V6C 2W5 669-2611</p>	<p>Address of Person entitled to be registered as owner, if different than shown in instrument: N/A</p> <p>Legal Description, if not shown in instrument being submitted with this application: same.</p>
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
  
\_\_\_\_\_  
Signature of Solicitor

THIS AGREEMENT made as of the 25th day of September, 1987

**BETWEEN:**

BLACKCOMB SKIING ENTERPRISES LTD. (Extra-provincial Registration No. A-14,833), a company continued under the laws of Canada and having a place of business at 4900 Blackcomb Way, Whistler, British Columbia, V0N 1B0

11/02/87 AB298h CHG NOM 25.00



(the "Owner") OF THE FIRST PART

**AND:**

RESORT MUNICIPALITY OF WHISTLER,  
Box 35, General Delivery,  
Whistler, British Columbia, V0N 1B0

(the "Municipality") OF THE SECOND PART

**WHEREAS:**

A. The Owner is the registered owner of those lands and premises situated in the Resort Municipality of Whistler, British Columbia, and legally described as:

Lot 11  
District Lots 3866 and 3903  
Plan 21500

(the "Lands");

B. The Lands, inter alia, are subject to a Land Use Contract (the "Land Use Contract") registered in the Vancouver Land Title Office under No. G2520, as amended; the Land Use Contract provides that the Owner may at any time submit to the Municipality for approval a plan (the "Development Plan") containing the information as set out in section 7 of the Land Use Contract, and further provides that the Owner will grant to the Municipality, a covenant restricting the use and development of the Lands to the use and development as set out in such plan;

C. The Owner has submitted to the Municipality for approval a Development Plan for the use and development of the Lands;

D. The Municipality has agreed to approve the Development Plan subject to the terms and conditions of this Covenant, all of which have been acknowledged and agreed to by the Owner; and

E. Section 215 of the Land Title Act (British Columbia) (the "Land Title Act") provides, inter alia, that a covenant, 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, may be registered as a charge against the title to that land.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 215 of the Land Title Act, and in consideration of the premises and the sum of One Dollar (\$1.00), now paid by the Municipality to the Owner (the receipt and sufficiency whereof is hereby acknowledged), the Owner covenants and agrees with the Municipality as follows:

1. No buildings or structures (other than ski lifts or other lifts) may be constructed on the Lands other than in accordance with each of:

(a) the Development Plan as described in Blackcomb Permit Application (BPA) 06 Parcel 6 approved by the Municipality to the extent that the same relates to the Kids Kamp; and

(b) the terms and conditions of this Covenant.

2. The buildings and structures developed on the Lands shall not exceed 750 square metres in gross floor area.

3. If at any time there are propane storage tanks located on the Lands, then the Owner will remove such propane storage tanks and hook up to a central distribution system for propane upon such a central distribution system serving the Blackcomb Benchlands becoming available.

4. Nothing contained or implied herein shall prejudice or affect the Municipality's rights and powers in the exercise of its functions pursuant to the Municipal Act or the Resort Municipality of Whistler Act or its

**R113011**

rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to the Lands, or the rights of the Municipality under the Land Use Contract, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the Owner.

5. The covenants set forth herein shall charge the Lands pursuant to Section 215 of the Land Title Act and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof and shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser, becomes the owner in fee-simple of the Lands but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners of the Lands or any portion thereof.

6. Notwithstanding anything contained herein, neither the Owner named herein nor any future owner of the Lands or any portion thereof shall 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 Owner named herein or that future owner ceases to have any further interest in the Lands. For the purposes of this Covenant, the expression "Owner" means the registered owner from time to time of the Lands.

7. 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.

8. 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 Covenant.

9. This Covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Covenant was executed by the parties hereto as of the day and year first above written.

The Common Seal of BLACKCOMB )  
SKIING ENTERPRISES LTD. was )  
hereunto affixed in the )  
presence of: )  
\_\_\_\_\_)  
Title: S. J. RE PAPP )  
(Authorized Signatory) )

C/S

The Common Seal of RESORT )  
 MUNICIPALITY OF WHISTLER was )  
 hereunto affixed in the )  
 presence of: )  
 \_\_\_\_\_ )  
 ; *R. W. G. Smith* )  
 Title: Mayor )  
 \_\_\_\_\_ )  
 Title: Clerk )

C/S

This is page four (4) of an Agreement made as of the 25th day of September, 1987 between BLACKCOMB SKIING ENTERPRISES LTD. and RESORT MUNICIPALITY OF WHISTLER.

7362j/1-4

**R113011**


LAND TITLE ACT

FORM 6  
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the *22<sup>nd</sup>* day of October, 1987, at Vancouver, British Columbia, *Gary Raymond*, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of BLACKCOMB SKIING ENTERPRISES LTD. and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it and that the corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY of which I set my hand at Vancouver, British Columbia this *22<sup>nd</sup>* day of October, 1987.

  
\_\_\_\_\_  
A Commissioner for taking  
Affidavits for British Columbia

LAND TITLE ACT  
FORM C

BH416621 to

84 NOV 22 10 48

BH416624

(Section 219.81)  
Province of British Columbia  
LAND TITLE OFFICE  
GENERAL INSTRUMENT - PART 1

LAND TITLE OFFICE  
100 WESTMINSTER

(This area for Land Title Office use)

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

Keith E. Burrell  
McCarthy Tétrault  
P.O. Box 10424, Pacific Centre  
1300 - 777 Dunsmuir Street  
Vancouver, British Columbia  
V7Y 1K2

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: \*

(PID)	(LEGAL DESCRIPTION)
008-846-308	Lot 11, District Lots 3866 and 3903, Plan 21500

3. NATURE OF INTEREST: \*  
DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO INTEREST

Modification of Section 215  
Covenant R113011

Page 5, Paragraph 1

Transferee

Priority Agreement granting  
Modification of Covenant BH416621  
priority over Mortgage BG274617 and  
Assignment of Rents BG274618

Page 6, Paragraph 2

Transferee

R113009

Priority Agreement granting  
Modification of Covenant BH416621  
priority over Option to  
Purchase BH34816

Page 7, Paragraph 2

Transferee

11/22/94 H6151h CHARGE 200.00

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

- D.F. Number:
- Annexed as Part 2
- There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): \*

BLACKCOMB SKIING ENTERPRISES LTD., (Registration No. A-14,833) (as to modification of covenant);

ROYAL BANK OF CANADA, (as to grant of priority); and

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Environment, Lands and Parks, (as to grant of priority).

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

RESORT MUNICIPALITY OF WHISTLER, Box 35, 4381 Blackcomb Way, Whistler, B.C.  
V0N 1B0

7. ADDITIONAL or MODIFIED TERMS: \* N/A

LAND TITLE ACT  
FORM C  
(Section 219.81)  
Province of British Columbia  
GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

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.

USE BLACK INK ONLY

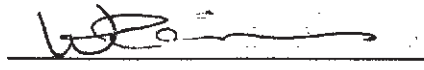
Execution Date

USE BLACK INK ONLY

Officer Signature(s)

Y M D

Party(ies) Signature(s)



93 12 17

BLACKCOMB SKIING  
ENTERPRISES LTD. by its  
authorized signatory

**WARREN B. MILMAN**  
Barrister & Solicitor  
1300 - 777 DUNSMUIR STREET  
VANCOUVER, B.C. V7Y 1K2  
(604) 643-7104



Gary Raymond



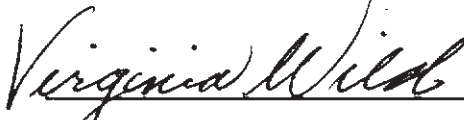
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RESORT MUNICIPALITY OF  
WHISTLER by its authorized  
signatories

LINDA MANHEIM, Deputy Municipal Clerk  
A Commissioner for taking Affidavits  
for the Province of British Columbia  
Resort Municipality of Whistler  
4325 Blackcomb Way  
Whistler, B.C. V0N 1B4



Name: TED NEBBELING, Mayor

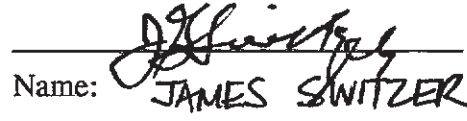


94 02 01

Name: BRENDA SIMS, Municipal Clerk

VIRGINIA WILD  
PROJECT ASSISTANT  
A Commissioner for taking Affidavits in British Columbia  
#401 - 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4  
Telephone: 660-5500

W.L.C. DEVELOPMENTS LTD. by  
its authorized signatories



Name: JAMES SWITZER

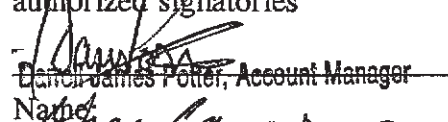


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Name:

ALIDA A. LEYEN  
A COMMISSIONER FOR TAKING  
AFFIDAVITS FOR BRITISH COLUMBIA  
1055 W. GEORGIA ST.  
VANCOUVER, B.C. V6E 3S5

ROYAL BANK OF CANADA by its  
authorized signatories



Name: James Potter, Account Manager

As to both signatures



Name: Gregory Earle Caravan, Account Manager

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. 1979, c. 116, 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.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.  
\*\* If space in any box insufficient, continue executions on additional page(s) in Form D.



**LAND TITLE ACT  
FORM D**

EXECUTIONS CONTINUED

Page 3 of 7 pages

**USE BLACK INK ONLY**

Officer Signature(s)

*Virginia Wild*

VIRGINIA WILD  
PROJECT ASSISTANT  
A Commissioner for taking Affidavits in British Columbia  
#401 - 4603 Kingsway  
Burnaby, B.C.  
V5H 4M4  
Telephone: 660-5500

Execution Date

Y	M	D
94	09	30

**USE BLACK INK ONLY**

Transferor/Borrower/Party  
Signature(s)

HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA represented by  
the Minister of Environment, Lands  
and Parks or its authorized  
representative:

*[Signature]* D. VAN DER HORST

Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public and other person authorized by the Evidence Act, R.S.B.C. 1979, c.116, to take affidavit 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

TERMS OF INSTRUMENT - Part 2

Page 4 of 7 pages

MODIFICATION OF SECTION 215 COVENANT

BETWEEN:

BLACKCOMB SKIING ENTERPRISES INC.  
(Registration No. A-14,833)  
4545 Blackcomb Way  
Whistler, B.C.  
VON 1B0

(the "Owner")

OF THE FIRST PART

AND:

RESORT MUNICIPALITY OF WHISTLER  
Box 35, 4381 Blackcomb Way  
Whistler, B.C.  
VON 1B0

(the "Municipality")

OF THE SECOND PART

AND:

W.L.C. DEVELOPMENTS LTD.  
(Incorporation No. 258,741)  
Suite 900 - 200 Burrard Street  
Vancouver, British Columbia  
V7X 1T2

("W.L.C.")

OF THE THIRD PART

WHEREAS:

A. The Owner is the registered owner of those lands and premises situated in the Resort Municipality of Whistler, British Columbia, and legally described as:

Parcel Identifier: 008-846-308  
Lot 11  
District Lots 3866 and 3903  
Plan 21500

(the "Lands").

B. The Lands, inter alia, are subject to a covenant pursuant to Section 215 of the Land Title Act (British Columbia)

Page 5 of 7 pages

(the "Act") registered on November 2, 1987 in the Vancouver Land Title Office under instrument number R113011 (the "Covenant").

C. The Covenant contains certain restrictions with respect to the development of the Lands as therein described.

D. Subsection 215(5) of the Act permits a charge registered under subsection 215(1) of the Act to be modified by the holder of the charge and the owner of the land charged by an agreement or instrument in writing, the execution of which is proved in accordance with the Act.

E. The parties hereto have agreed to modify the Covenant in the manner provided herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 215 of the Act, and in consideration of the premises and the sum of One Dollar (\$1.00), now paid by each of the parties hereto to the others (the receipt and sufficiency whereof is hereby acknowledged by each of the parties hereto), the parties hereto covenant and agree as follows:

1. The Covenant is hereby amended as follows:

(a) by deleting subsection 1(a) thereof and replacing it with the following:

"(a) the Development Plan as described in Blackcomb Permit Application (BPA) 06 Parcel 6 to the extent the same relates to the Kids Kamp, and in Blackcomb Permit Application (BPA) 28 Kids Kamp Addition and Blackcomb Permit Application (BPA) 28.1 Variance to Kids Kamp Building, all approved by the Municipality; and"; and

(b) by deleting section 2 thereof and replacing it with the following:

"2. The gross floor area of all buildings and structures developed on the Lands shall not exceed 2032 square metres.".

2. W.L.C. hereby consents to the modification of the Covenant contained herein.

3. Except as expressly modified herein the Covenant will remain in full force and effect unamended.

IN WITNESS WHEREOF this Covenant was executed by the parties hereto on the Form C above as of the day and year first above written.

CONSENT AND PRIORITY AGREEMENT

WHEREAS ROYAL BANK OF CANADA (the "Chargeholder") is the holder of a mortgage and an assignment of rents encumbering the lands (the "Lands") described in the attached Form C, which mortgage and assignment of rents are registered in the New Westminster/Vancouver Land Title Office under instrument numbers BG274617 and BG274618 respectively (collectively, the "Charge").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT:

1. The Chargeholder hereby consents to the granting and registration of the attached instrument (the "Modification") and the Chargeholder hereby agrees that the Modification shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee of the Modification priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Modification as if the Modification had been executed, delivered and registered prior to the execution, delivery and registration of the Charge and prior to the advance of any money pursuant to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority on Form C of the General Instrument.



CONSENT AND PRIORITY AGREEMENT

WHEREAS HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Environment, Lands and Parks (the "Chargeholder") is the holder of an option to purchase encumbering the lands (the "Lands") described in the attached Form C, which option to purchase is registered in the New Westminster/Vancouver Land Title Office under instrument number BH34816 (the "Charge").

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT:

1. The Chargeholder hereby consents to the granting and registration of the attached instrument (the "Modification") and the Chargeholder hereby agrees that the Modification shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee of the Modification priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Modification as if the Modification had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority on Form D of the General Instrument.

- END OF DOCUMENT -

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BL154917

97 MAY -1 12 55

BL154918

TITLE OFFICE  
NEW WESTMINSTER/VANCOUVER  
TITLE ACT  
FORM C  
(Section 219.81)

LAND TITLE OFFICE  
NEW WESTMINSTER/VANCOUVER


Province of British Columbia  
GENERAL INSTRUMENT-PART 1

(This area for Land Title Office use)

Page 1 of 6 Pages

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

Lidstone, Young, Anderson  
1616 - 808 Nelson Street  
Vancouver, B.C.  
V6Z 2H2 689-7400

  
Debbie Jung

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:\*(PID) (LEGAL DESCRIPTION)

008-846-308 Lot 11, District Lots 3866 and 3903, Plan 21500

3. NATURE OF INTEREST:\*(Description)

Document Reference  
(page and paragraph)

Person Entitled to Interest

Modification of  
Section 215 Covenant  
R113011 previously  
modified by BH416621

Page 4 and 5

Transferee

05/01/97 A1481d CHARGE 100.00

Priority Agreement  
granting Modification  
BL154917 of Section 215  
Covenant R113011 previously  
modified by BH416621 priority  
over Mortgages BK83757 and  
BG274617, extension of mortgage  
BE301659, see BF226693  
and Assignments of Rents  
BK83758 and BG274618

Page 6

Transferee

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

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

D.F. No.  
Annexed as Part 2  
 There is no Part 2 of this Instrument.

A selection of (a) include any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

BLACKCOMB SKIING ENTERPRISES LTD. (as to modification), a company incorporated under the laws of British Columbia (Reg. No. 14833A) having an office at 4900 Blackcomb Way, Whistler, B.C. V0N 1B0

ROYAL BANK OF CANADA (as to priority)

2#S WC  
17

LAND TITLE ACT  
FORM C  
(Section 219.81)

Province of British Columbia  
GENERAL INSTRUMENT-PART 1

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

RESORT MUNICIPALITY OF WHISTLER 4325 Blackcomb Way, Whistler, B.C.  
VON 1B4

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

Execution Date Transferor Signature

Y M D



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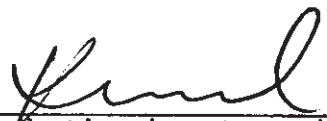
BLACKCOMB SKIING ENTERPRISES LTD. by its authorized signatories:

~~(as to both signatures)~~

**MATTHEW D. PETERS**  
Barrister & Solicitor  
1300 - 777 DUNSMUIR STREET  
VANCOUVER, B.C. V7Y 1K2

  
Name: JOE HOUSSIAN

Name: \_\_\_\_\_



97 04 16

RESORT MUNICIPALITY OF WHISTLER by its authorized Signatories:


(as to both signatures)

**KEN DERPAK**

Deputy Municipal Clerk

  
Mayor: Hugh O'Reilly

A Commissioner for taking Affidavits  
for the Province of British Columbia  
Resort Municipality of Whistler  
4325 Blackcomb Way  
Whistler, B.C. VON 1B4 932-5535

  
Clerk: Brenda Sims

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. 1979, c. 116, 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.  
\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.  
\*\* If space insufficient, continue executions on additional page(s) in Form D.

Land Title Act  
Form D

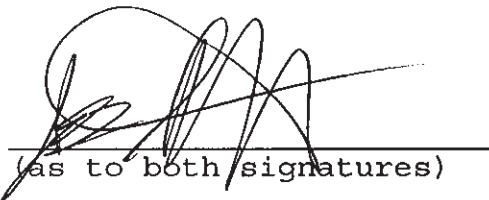
EXECUTIONS CONTINUED

Officer Signature

Execution Date

Transferor(s)  
Signature(s)

Y M D

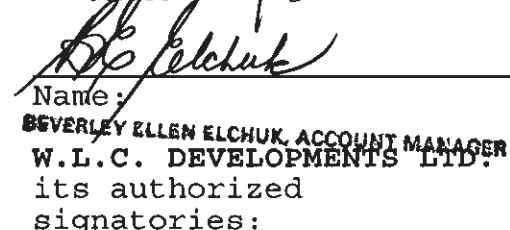
  
(as to both signatures)

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**JAMES E. SUTCLIFFE**  
P.O. BOX 11130 ROYAL CENTRE  
1055 WEST GEORGIA STREET  
VANCOUVER, B.C. V6E 3R3  
**BARRISTER & SOLICITOR**

**ROYAL BANK OF CANADA** by  
its authorized  
signatories:

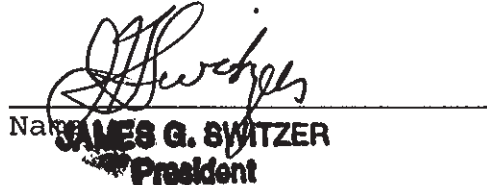
  
Name: **THOMAS GEORGE LAING**  
Account Manager

  
Name: **BEVERLEY ELLEN ELCHUK, ACCOUNT MANAGER**  
**W.L.C. DEVELOPMENTS LTD.**  
its authorized  
signatories:

  
(as to both signatures)

97 03 18

**BARRY D. CHASE**  
BARRISTER & SOLICITOR  
900 Waterfront Centre, 200 Burrard Street  
P.O. Box 48600, Vancouver, Canada V7X 1T2  
(604) 640-4106

  
Name: **JAMES G. SWITZER**  
President

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. 1979, c. 116, 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.

- \* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- \*\* If space insufficient, continue executions on additional page(s) in Form D.



**PART 2 - TERMS OF INSTRUMENT**

**SECTION 215 LAND USE COVENANT  
MODIFICATION AGREEMENT**

THIS AGREEMENT dated for reference November 29, 1996 is

**BETWEEN:**

**BLACKCOMB SKIING ENTERPRISES LTD.**, a company incorporated under the laws of British Columbia (Reg. No. 14833A), having an office at 4900 Blackcomb Way, Whistler, B.C., V0N 1B0

("Owner")

**AND:**

**RESORT MUNICIPALITY OF WHISTLER**, a municipal corporation under the *Resort Municipality of Whistler Act*, S.B.C. 1975, c. 67, with an office at 4325 Blackcomb Way, Whistler, B.C., V0N 1B4

("Municipality")

**AND:**

**W.L.C. DEVELOPMENTS LTD.**, a company incorporated under the laws of British Columbia (Incorporation No. 258,741), having an office at Suite 900 - 200 Burrard Street, Vancouver, B.C. V7X 2T2

("W.L.C.")

**WHEREAS:**

A. Blackcomb Skiing Enterprises Ltd. is the registered owner of those lands situated in the Resort Municipality of Whistler and legally described as:

Parcel Identifier: 008-846-308  
Lot 11, District Lots 3866 and 3903  
Plan 21500

(the "Land");

B. The Land is charged by a Section 215 Covenant registered in the Vancouver Land Title Office under number R113011 in favour of the Municipality, which covenant, *inter alia*, restricts the use and development of the Land to that use and development approved by the Municipality (the "Covenant");

C. The Covenant has been modified by a Modification Agreement registered in the Vancouver Land Title Office under number BH416621;

D. The Owner and the Municipality wish to further modify the Covenant to permit the Owner to construct and install an exterior door to the building located on the land.

NOW THEREFORE IN CONSIDERATION of the promises and covenants herein contained, the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties agree as follows:

1. Covenant R113011 is hereby amended by deleting section 1(a) and replacing it with the following:

"the Development Plan as described in Blackcomb Permit Application (BPA) 01 Parcel 6 to the extent that it relates to the Kids Kamp, as amended by Blackcomb Permit Applications No. 28, No. 28.1, and No. 28.2, all of which have been approved by the Municipality;"

2. W.L.C. hereby consents to the modification of the Covenant contained herein.

3. Except as provided in section 1, all other terms, conditions and covenants shall remain unaltered and to full effect.

4. This Agreement shall enure to the benefit of and be binding upon the legal representatives, successors, and assigns of each of the parties hereto.

As evidence of their agreement to be bound by the above terms, the parties have each executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

**Consent and Priority**

## GIVEN THAT:

- A. BLACKCOMB SKIING ENTERPRISES LTD., (Reg No. 14833A) ("Owner") is the owner of the parcel of land located in the Resort Municipality of Whistler that is legally described in Item 2 of the Form C to which this Agreement is attached and which forms part of this Agreement ("Lot"),
- B. The Owner granted ROYAL BANK OF CANADA ("First Chargeholder") Mortgage numbers BG274617, extension of Mortgage BE301659, see BF226693; and BK83757 and Assignments of Rents numbers BK83758 and BG274618 all of which are registered against title to the Lot in the New Westminster/Vancouver Land Title Office ("First Charges");
- C. The Owner grants to BLACKCOMB SKIING ENTERPRISES LTD. ("Subsequent Chargeholder") a Modification of Section 215 Covenant R113011 previously modified by BH416621 ("Subsequent Charge"), and
- D. Section 202 of the *Land Title Act* permits a chargeholder to grant priority over a charge to the Subsequent Chargeholder,

This Agreement is evidence that in consideration of the sum of Two Dollars (\$2.00) paid by the Subsequent Chargeholder to the First Chargeholder the receipt and sufficiency of which are hereby acknowledged, the First Chargeholder grants to the Subsequent Chargeholder priority over the First Charges and the First Chargeholder covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lot with the intent and with the effect that the interests of the Subsequent Chargeholder in and under the Subsequent Charge is the same as if the Subsequent Charge had been executed, delivered and registered against title to the Lot before registration of the First Charges;

As evidence of their agreement to be bound jointly and severally by the above terms, as a contract and as a deed executed and delivered under seal, the party described in this Agreement as the First Chargeholder has executed the *Land Title Act* Form D to which this Agreement is attached and which forms part of this Agreement.

**END OF DOCUMENT**



RESOLUTION

(89 414 BPA.28)

It was Moved by Alderman Wilhelm-Morden  
Seconded by Alderman Johnstone  
THAT Council approve BPA.28 - "Kids  
Kamp" - Blackcomb Base Area as represented on drawings  
prepared by Howard/Yano Architects, 1 through 3, R1 -  
R2, dated April 21, 1989; subject to the following condi-  
tions:

1. registration of a Section 215 Development Covenant  
requiring the allocation of BU's as per L.U.C. to  
provide the required commercial space;
  2. submission of a comprehensive Sign Plan;
  3. garbage enclosure upgraded to Municipal Standards;
- all to the satisfaction of the Director of Planning.

CARRIED

This is to certify that this is a  
true Resolution of the Council of  
the Resort Municipality of Whistler  
from their Regular Meeting of  
89 06 12

*Barbara Elliott*

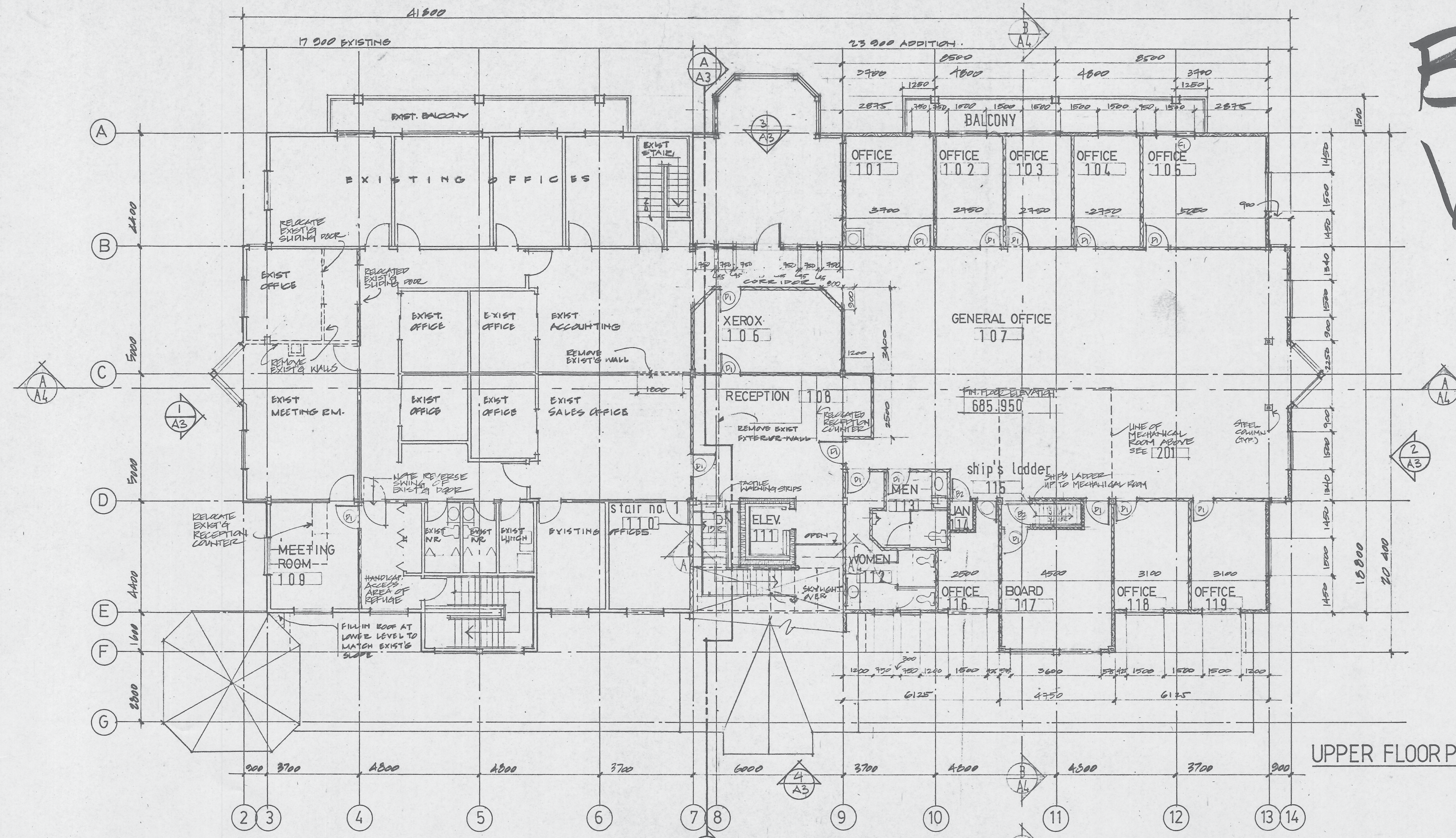
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Barbara N. Elliott,  
Deputy Municipal Clerk

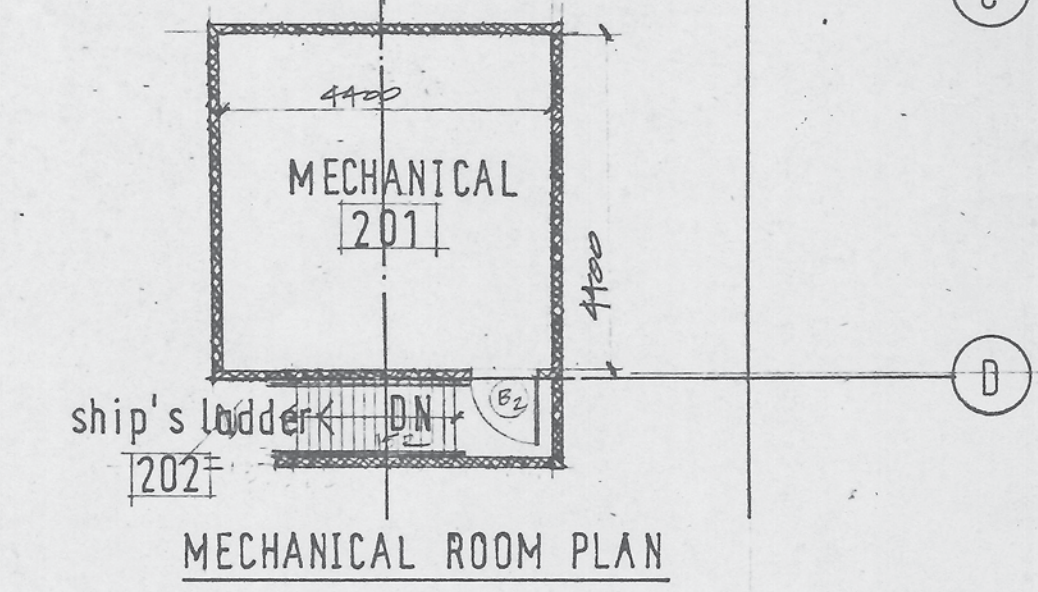
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BPA 28  
VAULT

BPA-28  
VAULT

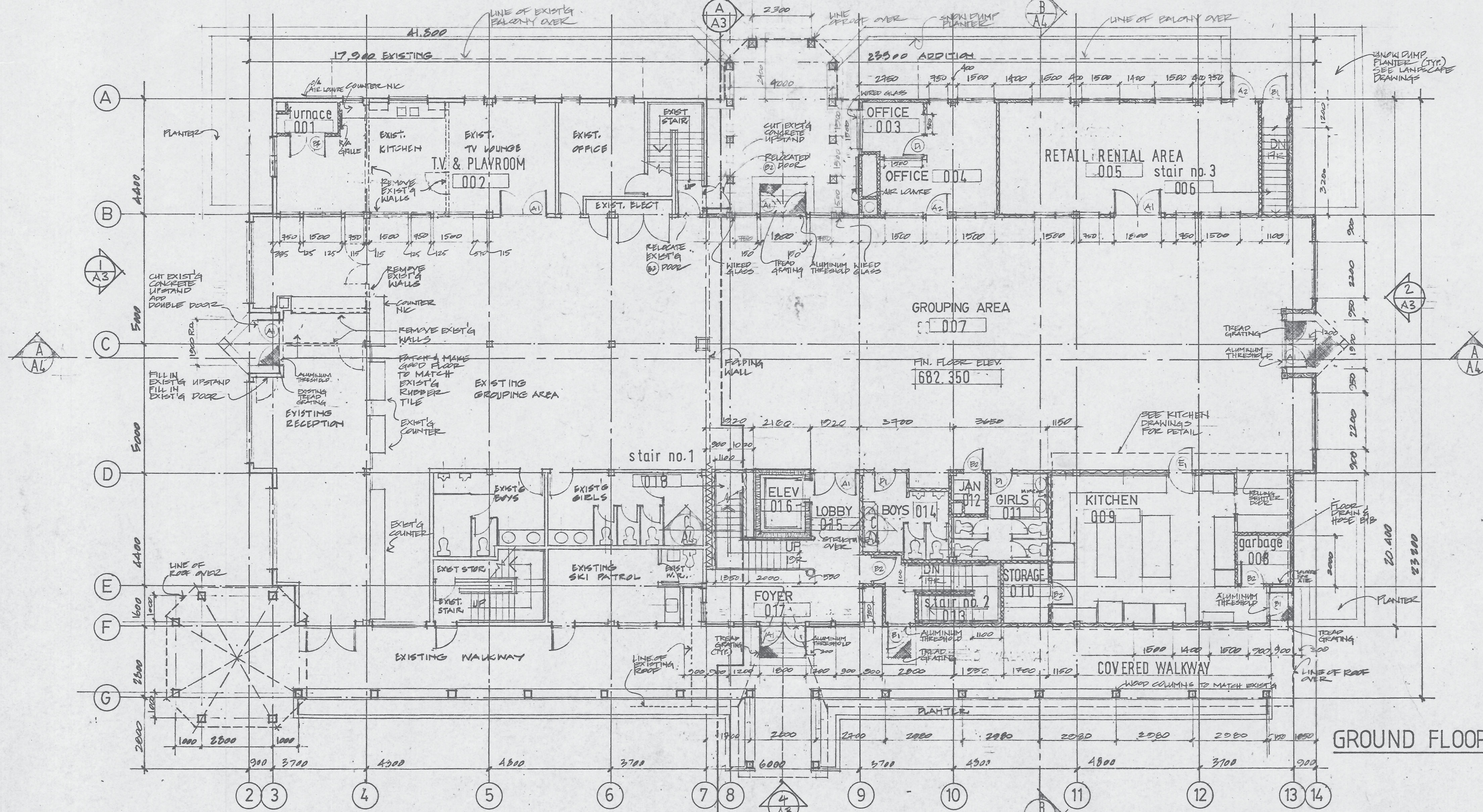


UPPER FLOOR PLAN



MECHANICAL ROOM PLAN

GENERAL NOTES  
1. PATCH & MAKE GOOD ALL FLOORS WHERE PARTITIONS ARE REMOVED  
2. USE ACOUSTIC BATT INSULATION AROUND ALL WOOD-FRAME WALL PARTITIONS



GROUND FLOOR PLAN

LEGEND	
001	ROOM NUMBER
⊕	SECTION OR ELEVATION NUMBER REFERENCE SHEET NUMBER
⊖	DETAIL NUMBER REFERENCE SHEET NUMBER
	EXTERIOR WALL (FRAMED) • CONCRETE PERIMETER AT BATTEN JOINTS • 2x4 STUDS • 5/8" FLUOROPOLYMER SHEATHING • 3/8" X 1/2" STUDS @ 600 O.C. • BATT INSULATION • VAPOR BARRIER • 1/2" GYPSUM WALLBOARD • 1/2" GYPSUM WALLBOARD • WALLBOARD ON ALL PERIMETER WALLS
	INTERIOR WALL 15.0 ILC RATED GYPSUM WALLBOARD 3/8" X 1/2" STUDS @ 600 O.C. 15.0 ILC RATED GYPSUM WALLBOARD
	INTERIOR WALL 12.7 GYPSUM WALLBOARD 3/8" X 1/2" STUDS @ 600 O.C. 12.7 GYPSUM WALLBOARD
	CONCRETE MASONRY BLOCK
	REINFORCED CONCRETE (CONTIN PLACE)
	EXISTING PARTITION TO REMAIN
	EXISTING PARTITION TO BE REMOVED MADE GOOD FINISHES WHERE FEASIBLE
	EXISTING DOOR TO BE REMOVED
	ADDED DOOR DOOR TYPE - SEE SCHEDULE

KIDS' KAMP : ADDITION

BLACKCOMB  
SONG BY BRISSES

Howard|Yano  
Architects  
761 Cardero Street  
Vancouver, B.C. V6G 2G3

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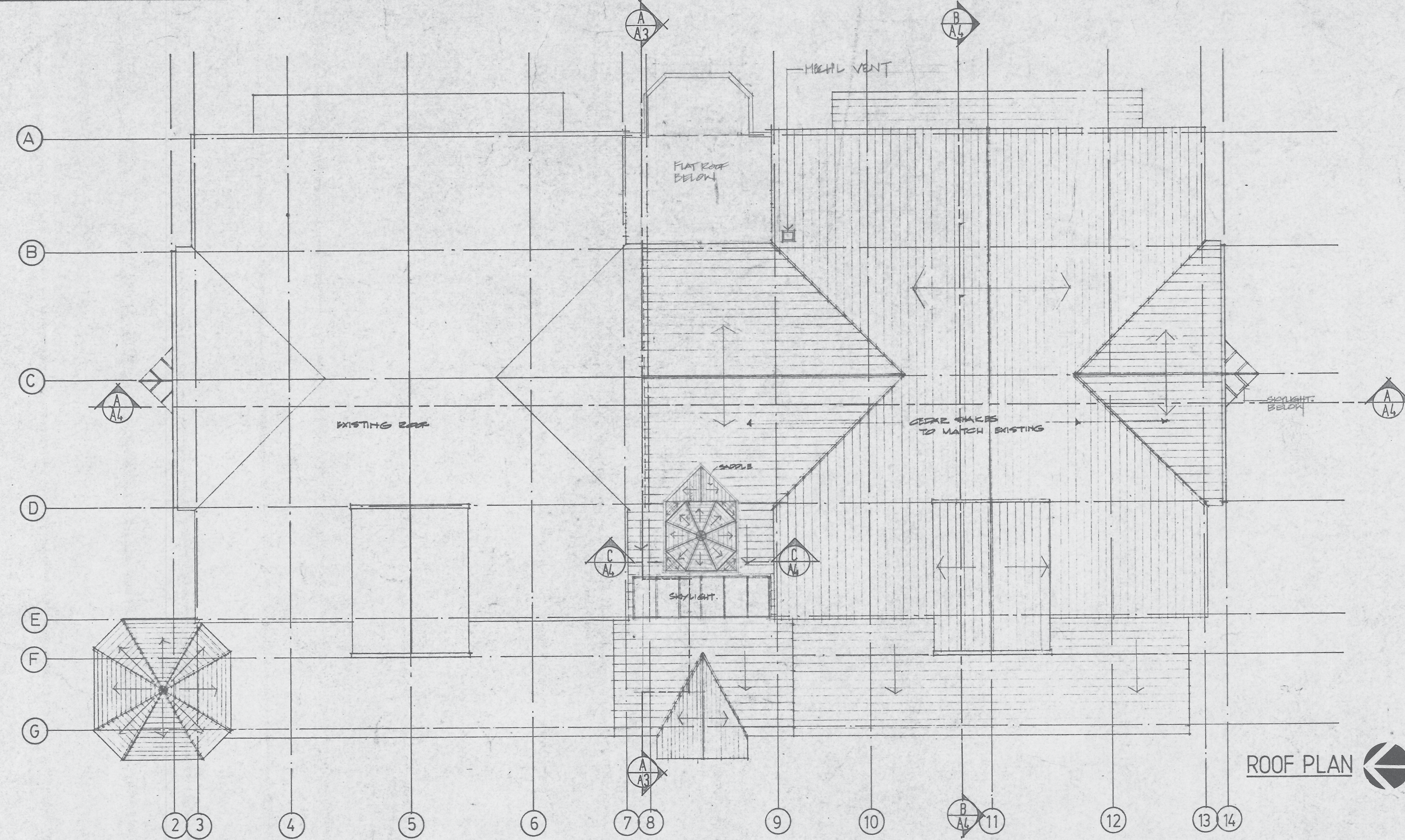
GROUND FLOOR & UPPER FLOOR PLAN

BLACKCOMB DEVELOPMENT PLAN

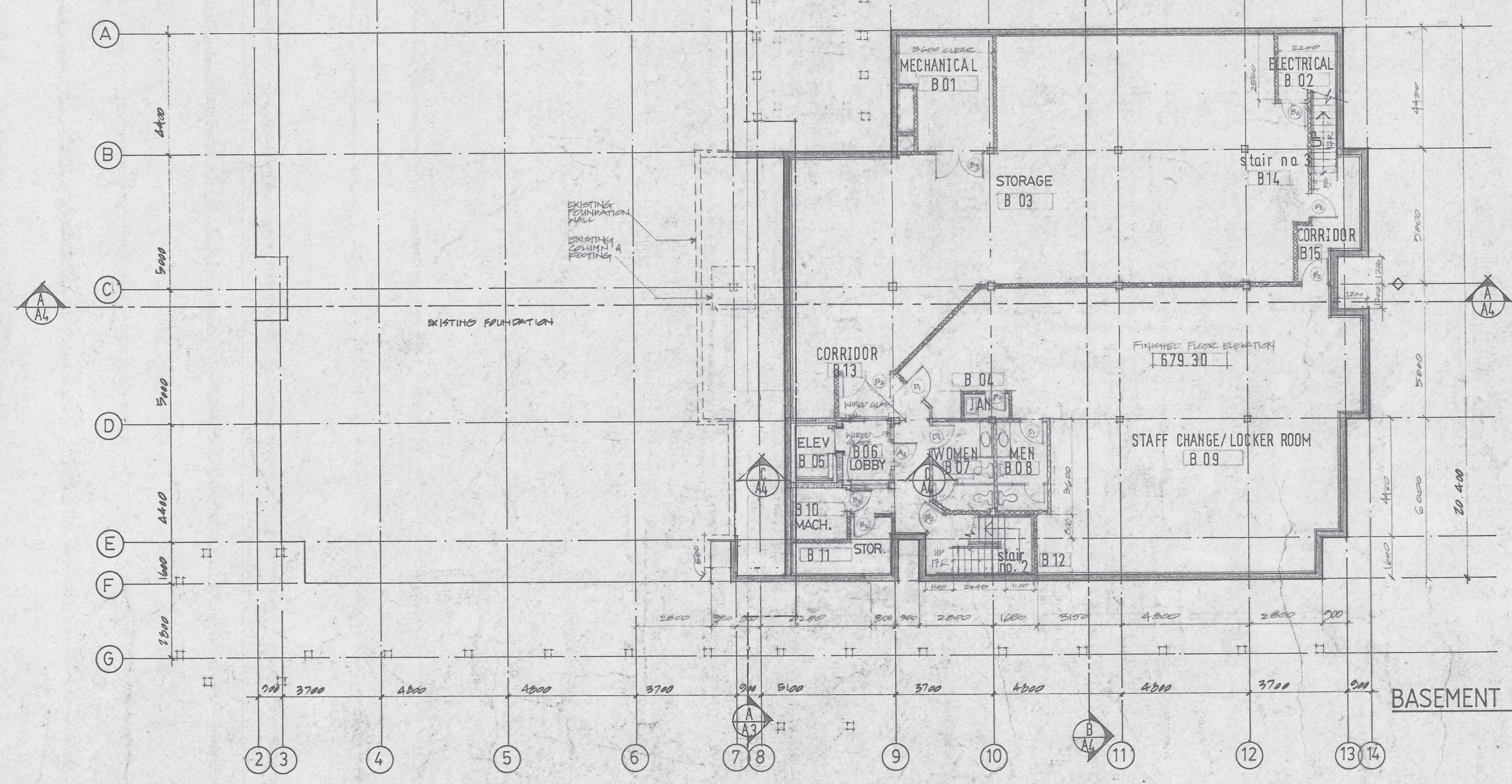
NUMBER: BPA 28  
SCHEDULE: A  
DATE OF ISSUANCE: 17/01/90  
AUTHORIZING SIGNATURE: [Signature]

SCALE: 1:100	A-1 OF
DATE: JUNE 08/90	SHEET NUMBER
DRAWN: JT/KRT	1
CHECKED:	OF

BPA 28



ROOF PLAN



BASEMENT PLAN

KIDS' KAMP : ADDITION  
**BLACKCOMB**  
 SKIING ENTERPRISES

ISSUED FOR BUILDING PERMIT JUNE 2

No.	REVISIONS	DATE

**Howard|Yano Architects**  
 781 Cardero Street  
 Vancouver, B.C. V6G 2G3

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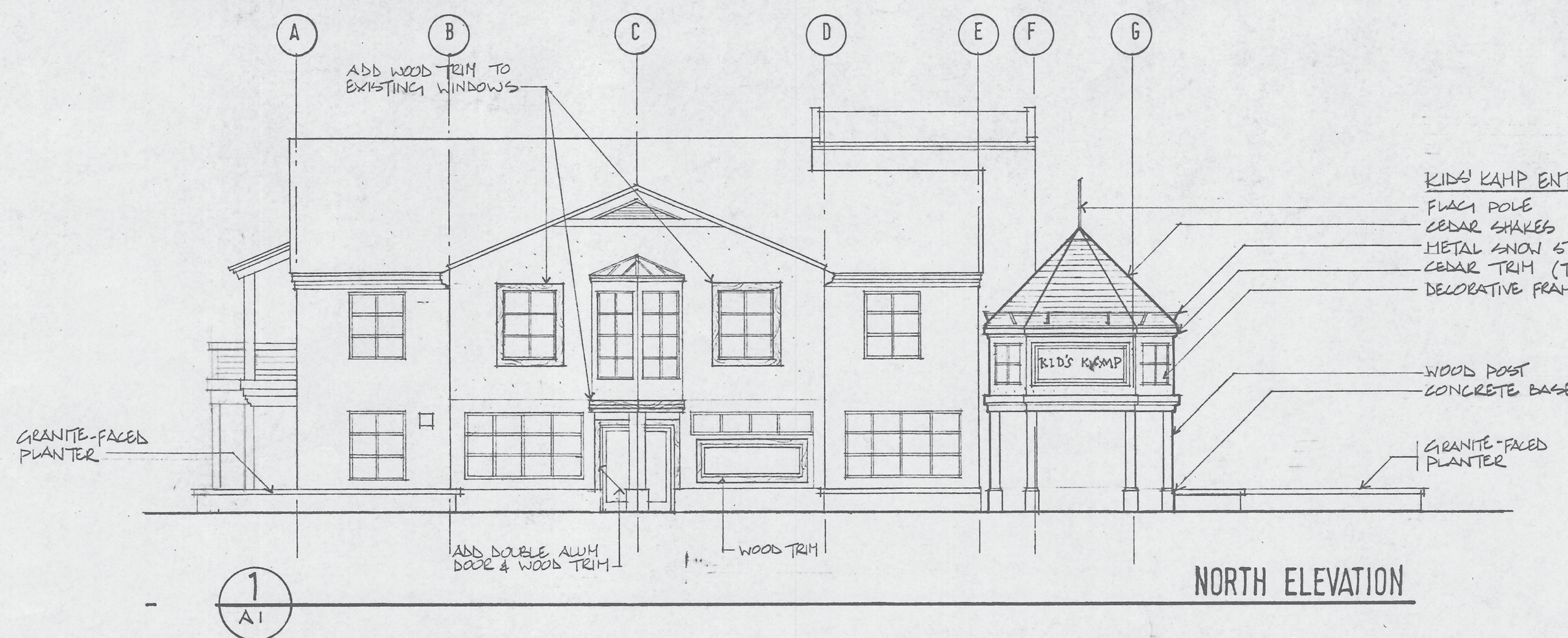
BASEMENT PLAN  
 ROOF PLAN

BLACKCOMB DEVELOPMENT PLAN

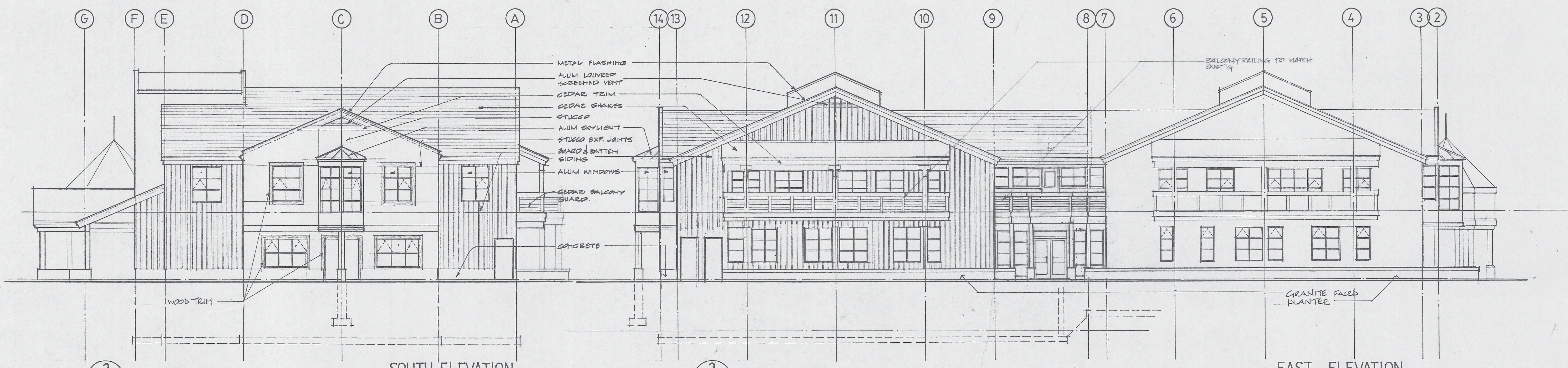
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 SCHEDULE: X  
 DATE OF ISSUANCE: 17/01/90  
 AUTHORIZED SIGNATURE: *[Signature]*

SCALE	DATE	DRAWN	CHECKED	SHEET NUMBER
1:100	JUNE 6, 1997	JT/RT	JT/RT	2

ALL DIMENSIONS SHALL BE VERIFIED ON JOB

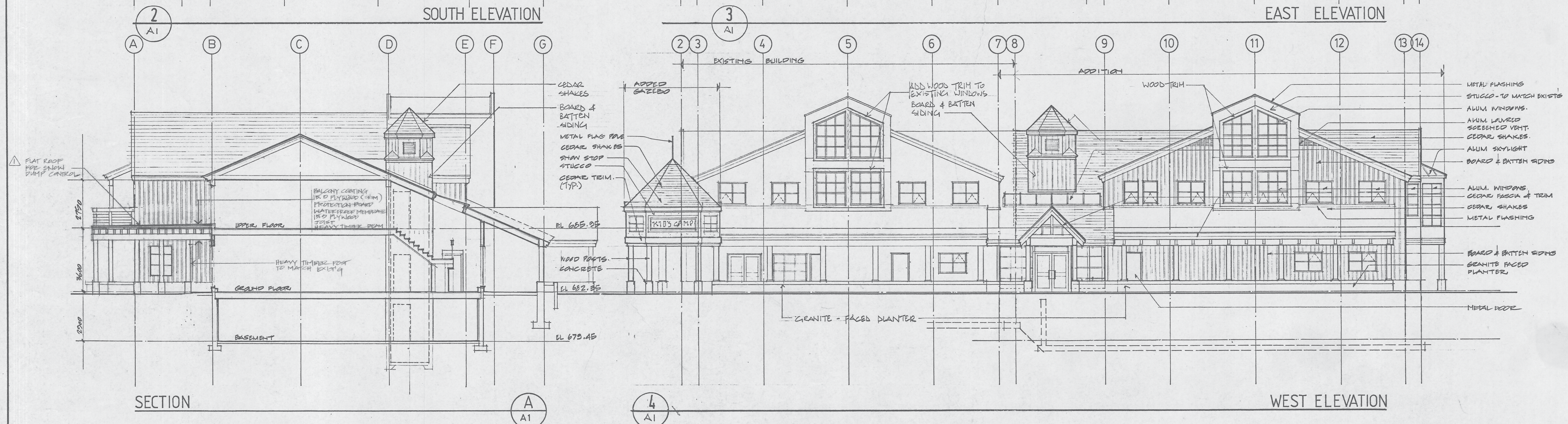


NORTH ELEVATION



SOUTH ELEVATION

EAST ELEVATION



SECTION

WEST ELEVATION

**KIDS' KAMP : ADDITION**  
**BLACKCOMB**  
 SKINNING ENTERPRISES

No.	REVISIONS	DATE

**Howard|Yano Architects**  
 781 Cardero Street  
 Vancouver, B.C. V6G 2G3

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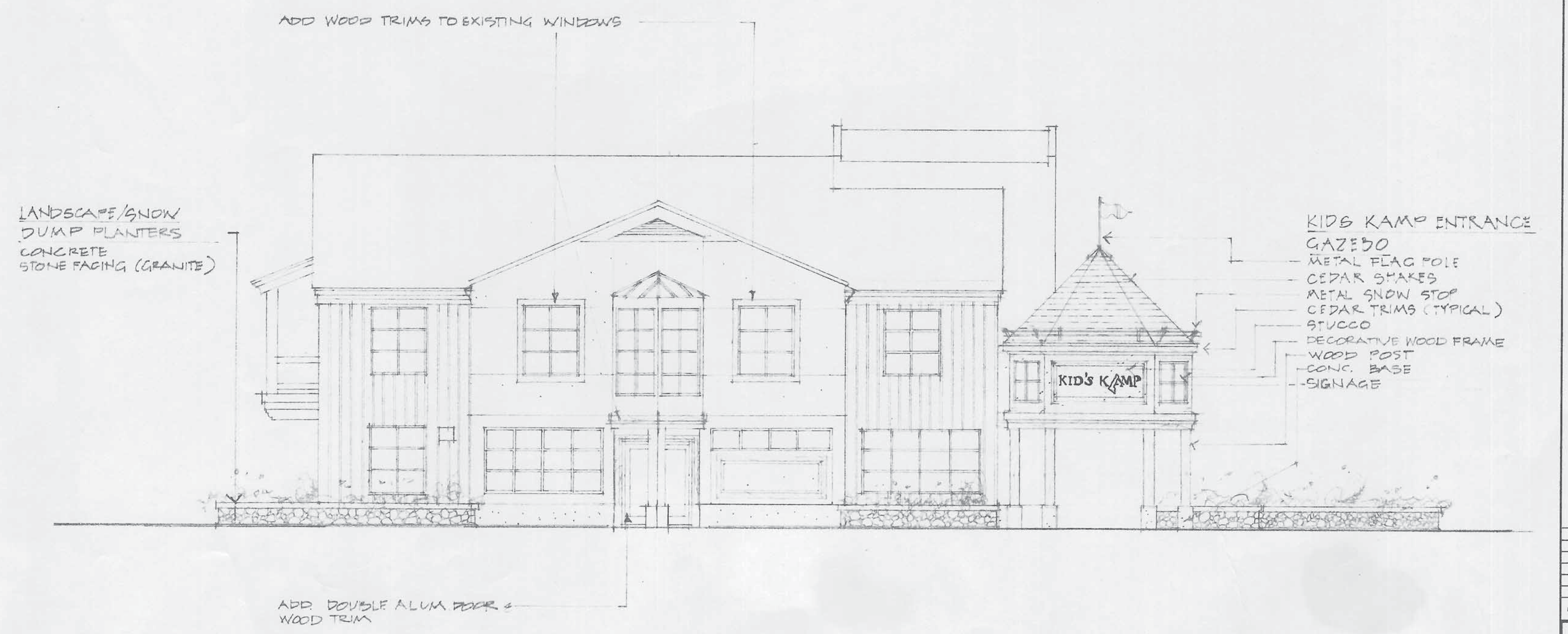
**ELEVATIONS, SECTION**

BLACKCOMB DEVELOPMENT PLAN  
 NUMBER: **8902**  
 SCHEDULE: **28**  
 DATE OF ISSUANCE: **17/01/90**  
 AUTHORIZING SIGNATURE: *[Signature]*

ALL DIMENSIONS SHALL BE VERIFIED ON JOB	
SCALE: <b>1:100</b>	A-3 OF 3
DATE: <b>JUNE 28/90</b>	SHEET NUMBER: <b>3</b>
DRAWN: <b>PK</b>	OF
CHECKED: <b>PK</b>	







NORTH ELEVATION

SCALE: 1/4"=1'-0"

BLACKCOMB DEVELOPMENT PLAN

NUMBER 89-20  
 SCHEDULE A  
 DATE OF ISSUANCE 17/01/90  
 AUTHORIZING SIGNATURE *[Signature]*

KIDS' KAMP : ADDITION

**BLACKCOMB**

BLACKCOMB  
 SPRING ENTERPRISES

Howard Yano  
 Architects  
 81 Centre Street  
 Washington, DC 20005

REVISIONS


NORTH ELEVATION  
 (REVISED)


WFE 115287



**COUNCIL RESOLUTION**

**REGULAR MEETING 07 02 1994**

**BPA.28.1: Kids Kamp Variance (BPA.28.1)**

THAT Council:

- a) Approve Blackcomb Permit Application No. 28.1 as illustrated in Architectural Plans 3,5, 12 and 13 (David Naire and Associates, May 1989, revised July 1983), subject to an amendment of the Section 215 Development Covenant to reflect the revision to the architectural plans, to increase the permitted gross floor area to 2,032 square metres and to allocate two bed units for the increase in commercial floor area.
- b) Authorize the Mayor and Municipal Clerk to execute the Section 215 Development Covenant Amendment.
- c) Authorize the municipal solicitors to hold the Section 215 Development Covenant Amendment, in trust, until such time as the proposed Blackcomb Land Use Contract Amendment to re-allocate commercial bed units has been considered by Council.
- d) Authorize the municipal solicitors to amend the Section 215 Development Covenant Amendment to delete the reference to the allocation of bed units should the LUC be revised as proposed, and authorize the Mayor and Municipal Clerk to execute the amended covenant.

This is to certify that this is a true Resolution of the Council of the Resort Municipality of Whistler from its Regular Meeting of 07 02 1994.

Linda Manheim  
Deputy Municipal Clerk  
st



March 21, 1994

File: BPA. 28.1

Paul Buitenhuis  
Intrawest Corporation  
Suite 800 - 200 Burrard St.  
Vancouver, B.C.  
V6C 3L6

Dear Paul;

Re: BPA. 28.1 - Kids Kamp Variance

This is to advise that Blackcomb Permit No. 28.1 was issued by the Municipality on March 21, 1994 respecting the above noted development. A copy of the permit is enclosed for your records. Should you have any questions, please contact the writer.

Yours truly,

Sharon Jensen  
Planner

/mt/SJ1:L-Perm2