

COVENANTS AND BLACKCOMB DEVELOPMENT PERMIT
MC3 ZONE KEY PLAN AREA B
(4553 BLACKCOMB WAY)

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

SP 14 13 51.6

GD100176

7/9

RECEIVED

LAND TITLE OFFICE LAND TITLE ACT
VANCOUVER Form 17

(Sections 151, 152(1), 220)

APPLICATION

NOTE: Before submitting this application, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a Municipality and Improvement, Water and Irrigation Districts.

NATURE OF CHARGE:
Section 215 Covenant

Address of Person entitled to be
registered as owner, if different
than shown in instrument: N/A

Parcel Identifier No.:

True Value: Nominal

Legal Description, if not shown
in instrument being submitted
with this application: same.

Herewith Fees of:

Full Name, Address, Telephone
Number of person presenting
application:

JOHN A. DOOLAN
Barrister & Solicitor
1300 - 999 WEST HASTINGS STREET
VANCOUVER, B.C. V6C 2W5
(604) 643-7938


Signature of Solicitor or Agent

THIS AGREEMENT made as of the 13th day of September, 1989

BETWEEN:

BLACKCOMB SKIING ENTERPRISES LTD.,
(Extra-Provincial Registration No. A-14,833)
4545 Blackcomb Way
Whistler, British Columbia
VON 1B0

(the "Owner")

OF THE FIRST PART

09/14/90 H59573 CHG NOM 35.00

AND:

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

(the "Municipality")

OF THE SECOND PART

FORM 1 (REV. 1987)
THIS INSTRUMENT OF REGISTRATION
has been received on
this day of the month of
1990 and is a copy of the
original filed in the
Land Title Office

100176

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
Lot 34
District Lot 3866
Plan 22981

(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 an application for development approval containing the information as set out in subsection 7(f) 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 any development approval issued by the Municipality; and

C. The Owner has, pursuant to the Land Use Contract, submitted to the Municipality an application for an approval of the proposed use and development of the Lands by the Owner and has agreed to grant this Covenant in favour of the Municipality.

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) 01 Parcel 6 approved by the Municipality to the extent that the same relates to the Day Lodge;
- (b) the development approval issued by the Municipality in the form attached as Schedule A hereto and as described in Blackcomb Permit Application (BPA) 29 Parcel 34 approved by the Municipality; and
- (c) the terms and conditions of this Covenant.

2. Without in any way limiting, or deviating from, the provisions of section 1 hereof, the Lands may not be used other than for ski lifts and other lifts, for the purpose of constructing the Day Lodge project as described in paragraph 1(a) above and for the purpose of constructing a commercial building utilizing not more than 23 BU's (bed units - as defined in the Land Use Contract).

100176

3. The Day Lodge building described in paragraph 1(a) above shall not exceed 2,750 square metres in gross floor area.
4. 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.
5. 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 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. In addition, nothing herein shall limit or in any manner relieve the Owner from full compliance with all its obligations under the Land Use Contract.
6. 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.
7. This Covenant shall not be released, discharged or amended without the written consent of Blackcomb Skiing Enterprises Ltd. and W.L.C. Developments Ltd. provided such consent shall not be necessary or required after the earlier of the lands charged by the Land Use Contract being fully developed as contemplated by the Land Use Contract or December 31, 2009.
8. 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.
9. 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.
10. 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.

100176

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:)
(Authorized Signatory))

C/S

The Common Seal of RESORT)
MUNICIPALITY OF WHISTLER was)
hereunto affixed in the)
presence of:)

R. H. P. Meredith)
Title: Mayor)

[Signature])
Title: Clerk)

C/S

Reviewed as to content
on behalf of the R.M.O.W.

This is page four (4) of an Agreement made as of the 13th day of September,
1989 between Blackcomb Skiing Enterprises Ltd. and Resort Municipality of
Whistler.

8263d/1-4

100176

LAND TITLE ACT

FORM 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 13th day of September, 1989, 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 13th day of September, 1989.



A Commissioner for taking
Affidavits for British Columbia

JOHN A. DOOLAN
Barrister & Solicitor
1300 - 999 WEST HASTINGS STREET
VANCOUVER, B.C. V6C 2W5
(604) 643-7938

8263d/5

SCHEDULE A

100176
ENDResolution

(89 413 BPA.29)
It was

Moved by Alderman Johnstone
Seconded by Alderman Wilhelm-Morden
THAT Council approve BPA.29 - Plaza

Building, Blackcomb Base Area, as represented on
drawings prepared by Howard Yano Architects, 1
through 5, dated April 21, 1989, subject to the
following conditions:

1. Provision of fire truck access agreement over Lot 6;
2. Parking requirement by Restrictive Covenant on
Parcel 10, 11 and 12 in accordance with
Schedule "K" of the Land Use Contract, with the
Municipality party to this Covenant with interim
undertaking be registered to provide parking as
per the L.U.C.;
3. Registration of Section 215 Development Covenant
and allocation of BU's as per the L.U.C. to
provide the required commercial space;
4. Submission of a Comprehensive Sign Plan with this
application;

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 its Regular Meeting of
1989 06 12.

Doug Burke
Deputy Municipal Clerk

vt

-b 10 57

BL044699

97 FEB -6 10 57
LAND TITLE OFFICE
NEW WESTMINSTER/VANCOUVER

BL044700

D TITLE OFFICE
MINSTER/VANCOUVER
LAND TITLE ACT
FORM C

(Section 219.81)

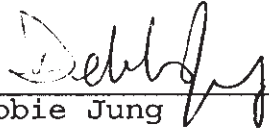
Province of British Columbia

GENERAL INSTRUMENT-PART 1

(This area for Land Title Office use)

Page 1 of 7 Pages

02/06/97 AB315d CHARGE 100.00

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
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)
016-492-226 Lot 34, District Lot 3866, Plan 22981
3. NATURE OF INTEREST:*(
Description Document Reference Person Entitled to Interest
(page and paragraph)
Modification of Section 215 Covenant GD100176 Page 3 and 4 Transferee
Priority Agreement granting Modification(of Section 215 Covenant GD100176) BL Page 5 and 6 Transferee
priority over Mortgage BK83757
and Assignment of Rents BK83758
4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms
(b) Express Charge Terms ☒ D.F. No.
(c) Release ☐ 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 (Incorporation No. 14833A) having an office at 4545 Blackcomb Way, Whistler, B.C. V0N 1B0
ROYAL BANK OF CANADA (as to priority)
6. TRANSFEE(S): (including postal address(es) and postal code(s))*
RESORT MUNICIPALITY OF WHISTLER 4325 Blackcomb Way, Whistler, B.C. V0N 1B4

LAND TITLE ACT
FORM C
(Section 219.81)

Province of British Columbia
GENERAL INSTRUMENT-PART 1

Page 2

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



96 10 17

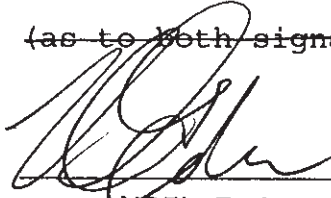
BLACKCOMB SKIING ENTERPRISES LTD. by its authorized signatories:

JOHN A. DOOLAN
Barrister & Solicitor
McCarthy Tétrault
1300-777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2
(604) 643-7838

Name: Ross MEACHER

Name:

(as to both signatures)



96 10 21

ROYAL BANK OF CANADA by its authorized signatories: **THOMAS GEORGE LAING**
Account Manager

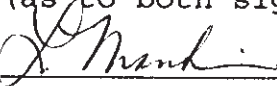
NOEL Z. GOLDEN
P.O. BOX 11130 ROYAL CENTRE
1055 WEST GEORGIA STREET
VANCOUVER, B.C. V6E 3R3
BARRISTER & SOLICITOR

Name: THOMAS GEORGE LAING

Name:

BEVERLEY ELLEN ELCHUK, ACCOUNT MANAGER

(as to both signatures)



97 1 29

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

Mayor: Ted Nebbelling **HUGH O'REILLY**Clerk: Brenda Sims

(as to both signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public, or other person authorized by the Evidence Act, R.S.B.C. 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

Page 3

SECTION 215 LAND USE COVENANT
MODIFICATION AGREEMENT

THIS AGREEMENT dated for reference October 16, 1996 is

BETWEEN:

BLACKCOMB SKIING ENTERPRISES LTD., a company
incorporated under the laws of British Columbia (Incorporation
No. 14833A), having an office at 4545 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")

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: 016-492-226
Lot 34
District Lot 3866
Plan 22981

(the "Land");

B. The Land is charged by a Section 215 Covenant registered in the Vancouver Land Title Office under number GD100176 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 Owner and the Municipality wish to modify the Covenant to permit the Owner to install an additional entrance to the building located on the Land.

Page 4

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 GD100176 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 and as approved by the Municipality to the extent that it relates to the Day Lodge and as amended by Blackcomb Permit Application No. 01.2, which application has been approved by the Municipality;"

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

3. 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.

TERMS OF INSTRUMENT - PART 2
CONSENT AND PRIORITY AGREEMENT

WHEREAS:

A. BLACKCOMB SKIING ENTERPRISES LTD. (Incorporation No. 14833A) (the "Owner") is the registered owner of land located in the Resort Municipality of Whistler, legally described as:

PID: 016-492-226
Lot 34, District Lot 3866, Plan 22981

(the "Land");

B. The Owner granted to the ROYAL BANK OF CANADA (the "Bank") a mortgage and an assignment of rents, which are registered against the title to the Land in the New Westminster/Vancouver Land Title Office under numbers BK83757 and BK83758 respectively (the "Prior Charges");

C. The Owner granted to the RESORT MUNICIPALITY OF WHISTLER (the "Covenantee") a Section 215 Covenant registered against title to the Land in the New Westminster/Vancouver Land Title Office under number GD100176 (the "Covenant");

D. By the agreement dated for reference October 16, 1996, to which this Agreement is attached and which forms part of this Agreement, the Owner and the Covenantee have agreed to modify the Covenant (the "Modification Agreement");

E. Section 202 of the *Land Title Act* permits a chargeholder to grant priority over a charge to a subsequent chargeholder.

NOW THEREFORE in consideration of \$1.00 paid by the Covenantee to the Bank, the receipt and sufficiency of which is acknowledged by the Bank, the Bank hereby consents to the Modification Agreement and agrees that the Modification Agreement shall have priority over the Prior Charges, and the Bank 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 Covenantee in and under the Modification Agreement are the same as if the Modification Agreement had been executed, delivered and registered against title to the Land before registration of the Prior Charges.

Page 6

As evidence of its agreement to be bound by the above terms of this Priority Agreement, the Bank has executed the *Land Title Act* Form C to which this Priority Agreement is attached and which forms part of this Priority Agreement.

Page 7

CONSENT

WHEREAS:

A. Pursuant to section 7 of the Section 215 Covenant (the "Section 215 Covenant") charging the lands described in the attached Modification of Section 215 Covenant (the "Modification Agreement"), which Section 215 Covenant is registered in the New Westminster/Vancouver Land Title Office under instrument number GD100176, the written consent of W.L.C. DEVELOPMENTS LTD. (the "Consentor") is required in order to modify or amend the Section 215 Covenant; and

B. The Consentor has agreed to consent to the Modification Agreement.

THEREFORE the Consentor hereby consents to the modification of the Section 215 Covenant in accordance with the terms and conditions of the Modification Agreement.

IN WITNESS WHEREOF the Consentor has executed this consent below.

USE BLACK INK ONLY

Execution Date

USE BLACK INK ONLY

Officer Signature(s)

Y M D

Signature

Barbara Lynn Hudson 9/11-12

W.L.C. DEVELOPMENTS
LTD. by its
authorized signator(ies)

BARBARA LYNN HUDSON

EXAMINER

A Commissioner for taking Affidavits in British Columbia

#401 - 4603 Kingsway

Burnaby, B.C.

V5H 4M4

Telephone: 660-5500 /

Name:

James G. Switzer
JAMES G. SWITZER

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.

END OF DOCUMENT



Box 35, Whistler, B.C.
V0N 1B0

RESOLUTION

Whistler 932-5535
Vancouver Direct 688-6018

(87 284 1317)

"It was

Moved by Alderman Mackenzie

Seconded by Alderman Burrows

THAT the B.P.A.01 for the Blackcomb Day Lodge be approved as shown in drawings prepared by Howard/Yono and MacDonald Hale Architects (a joint venture), Drawings Nos. 1 through 7 dated May 19, 1987 and site plan drawings prepared by Vaughan Durante Ltd. shown on Drawings 5.13.1 through 3 dated May 11, 1987 subject to:

(a) colours, materials and exterior signage for the project;

(b) treatment of the open loading bay; and

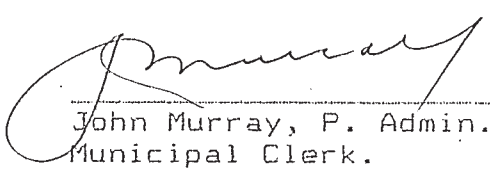
(c) resolution of snow dump at the southeast corner of the building;

all to the satisfaction of the Blackcomb Development Review Panel.

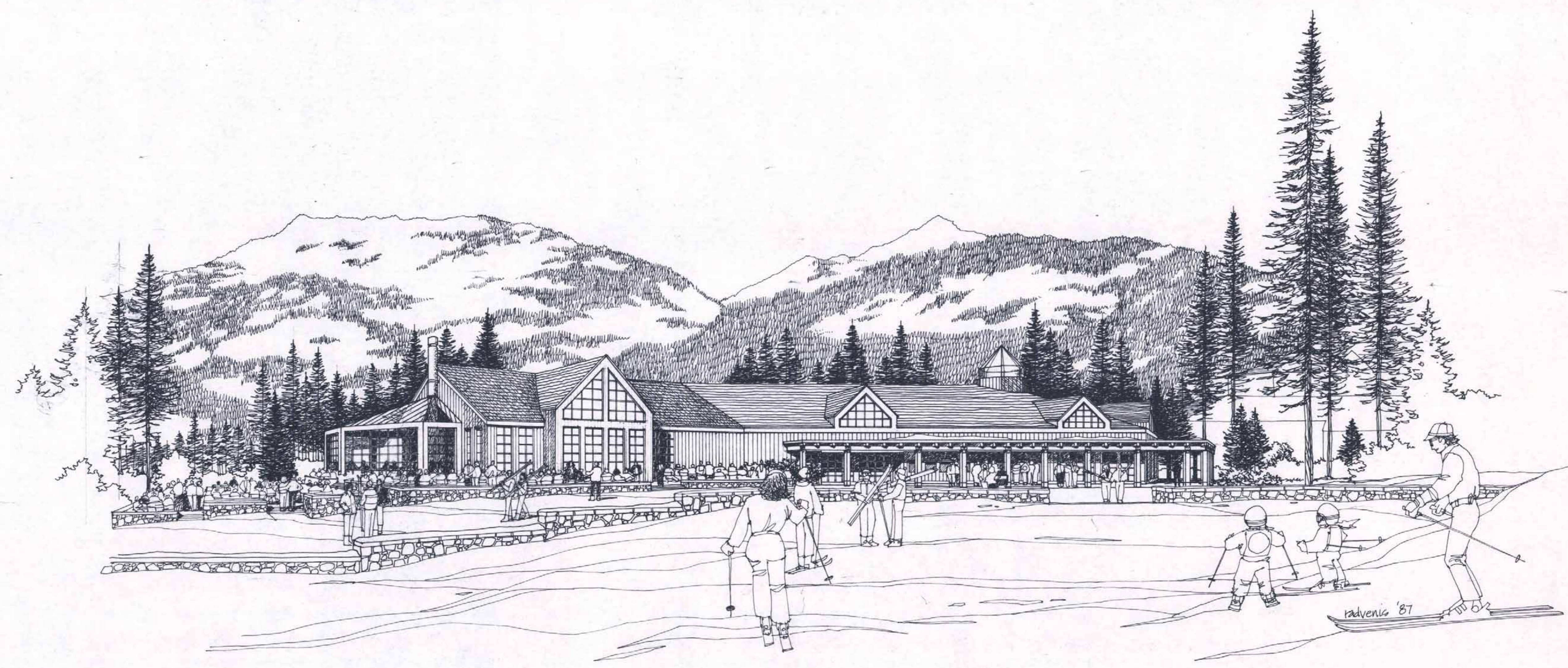
AND THAT site planning design, landscaping and materials adjacent to the day lodge building and commercial public area in total be developed in a comprehensive manner having regard to ownership, maintenance, design and specifications and to the satisfaction of Municipal Council.

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 1987 06 08.

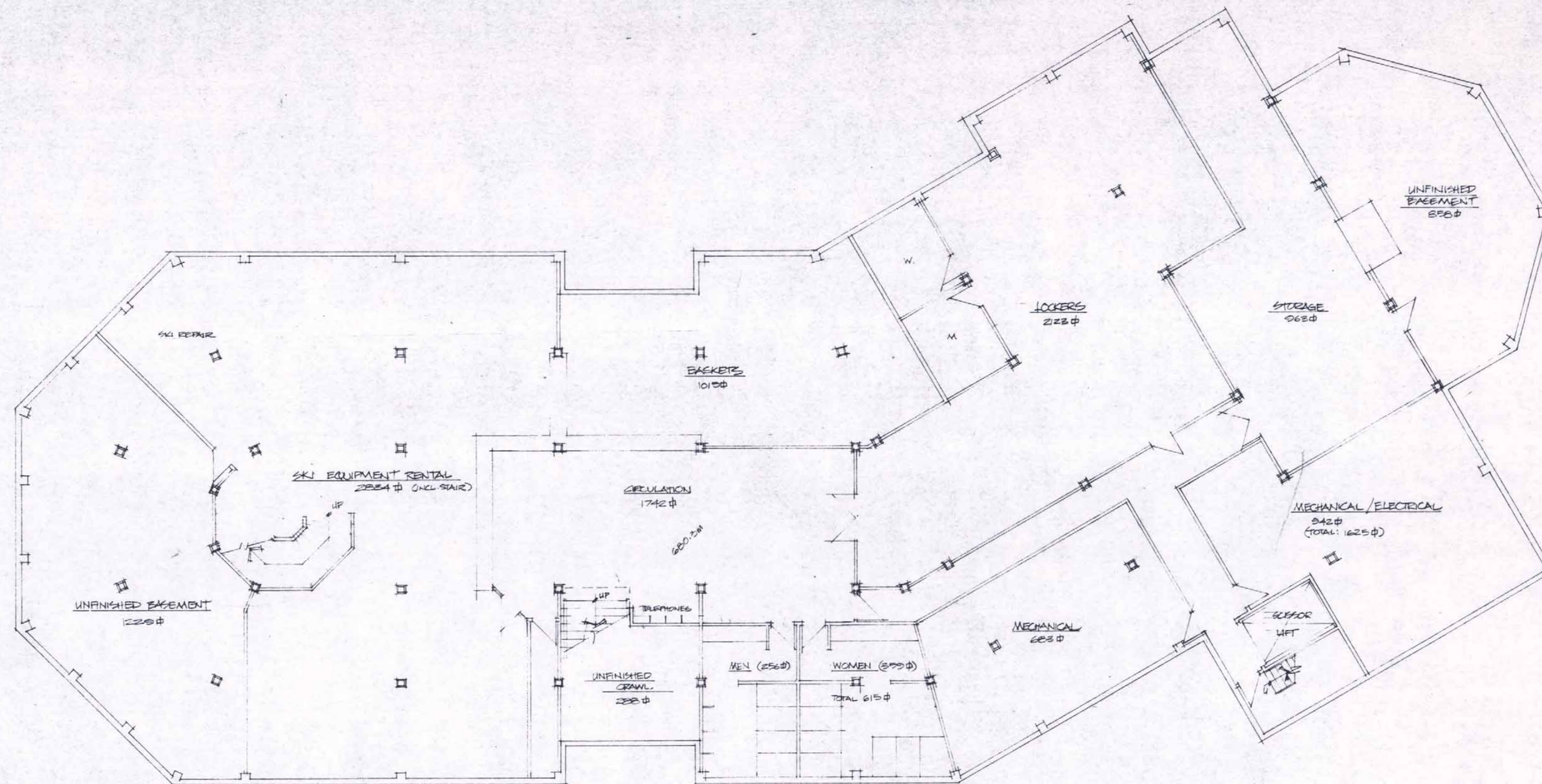

John Murray, P. Admin.,
Municipal Clerk.

684-01 VAWT



BLACKCOMB BASE LODGE

BLACKCOMB DEVELOPMENT PLAN
NUMBER 01
SCHEDULE A
DATE OF ISSUANCE 1987-06-17
AUTHORIZING SIGNATURE *[Signature]*



BLACKCOMB DEVELOPMENT PLAN
 NUMBER 01
 SCHEDULE A
 DATE OF ISSUANCE 1987-06-17
 AUTHORIZING SIGNATURE *[Signature]*

No.	REVISIONS	DATE	No.	REVISIONS	DATE

BLACKCOMB BASE LODGE

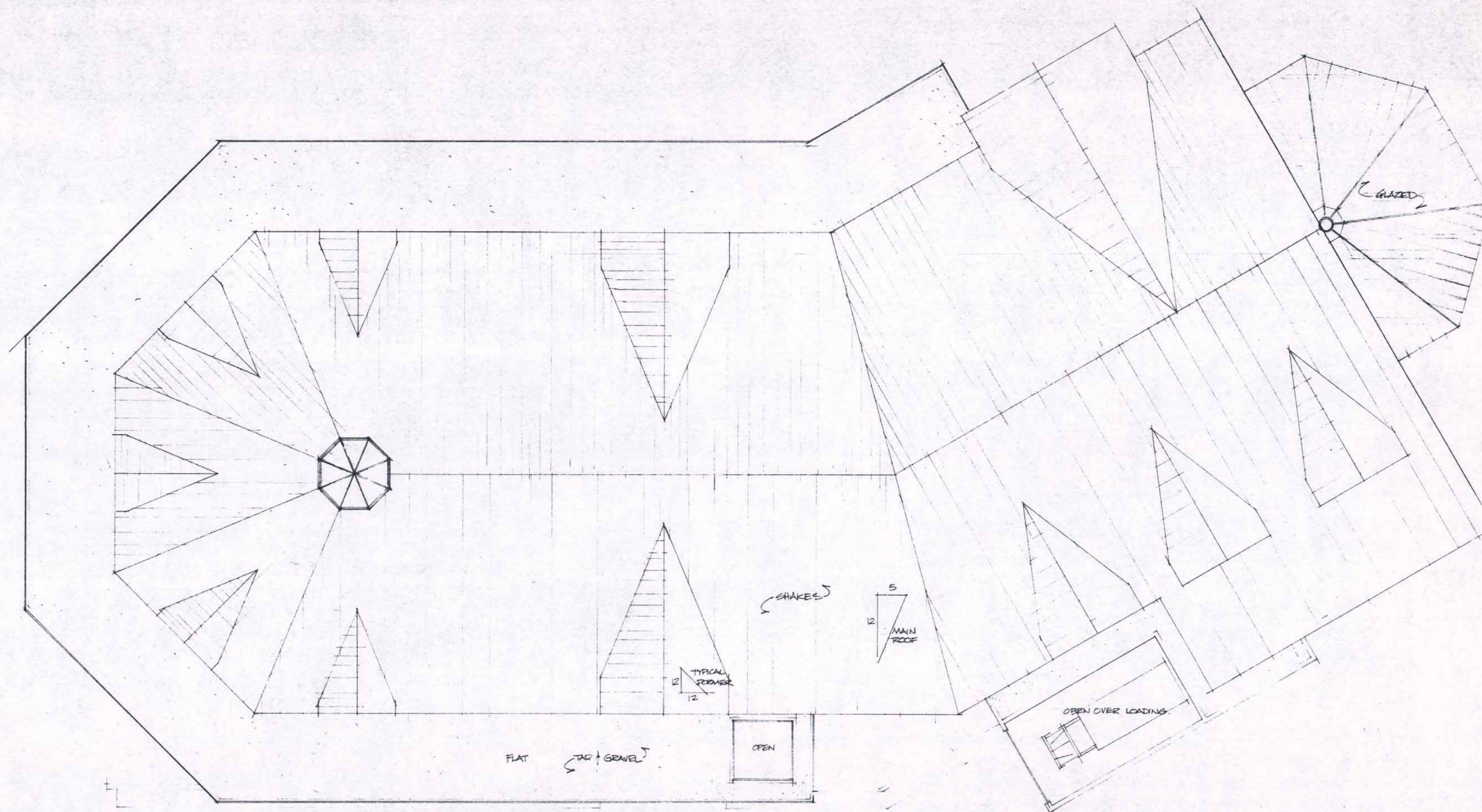
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 PROPERTY OF THE ARCHITECT AND CANNOT
 BE USED WITHOUT THE ARCHITECT'S
 CONSENT.

ALL DIMENSIONS SHALL BE VERIFIED ON JOB

LOWER FLOOR PLAN

Howard/Yano Architects
 Macdonald-Hale Architects
 A Joint Venture

SCALE 1/8" = 1'-0"
 DATE MAY 21 1987
 DRAWN JLB
 CHECKED
 OF 7



BLACKCOMB DEVELOPMENT PLAN

NUMBER 01
 SCHEDULE A
 DATE OF ISSUANCE 1987-06-17
 AUTHORIZING SIGNATURE *J.H.H.*

No.	REVISIONS	DATE	No.	REVISIONS	DATE

BLACKCOMB BASE LODGE

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ALL DIMENSIONS SHALL BE VERIFIED ON JOB

ROOF PLAN

Howard Yano Architects
 Macdonald-Hale Architects
 A Joint Venture

SCALE 1" = 10'-0"

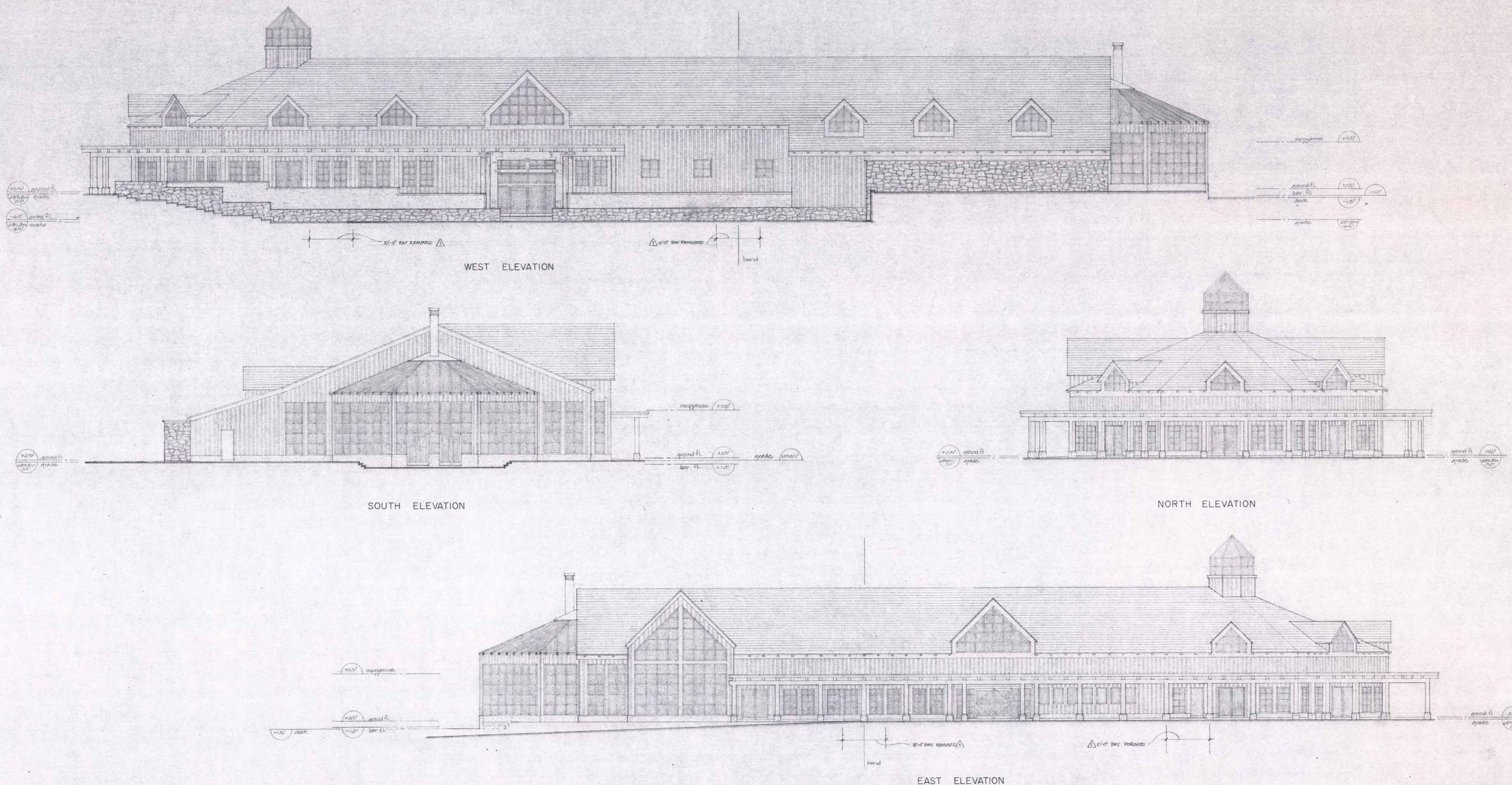
DATE MAY 21, 87

DRAWN A.S.

CHECKED

OF 7

3



WEST ELEVATION

SOUTH ELEVATION

NORTH ELEVATION

EAST ELEVATION

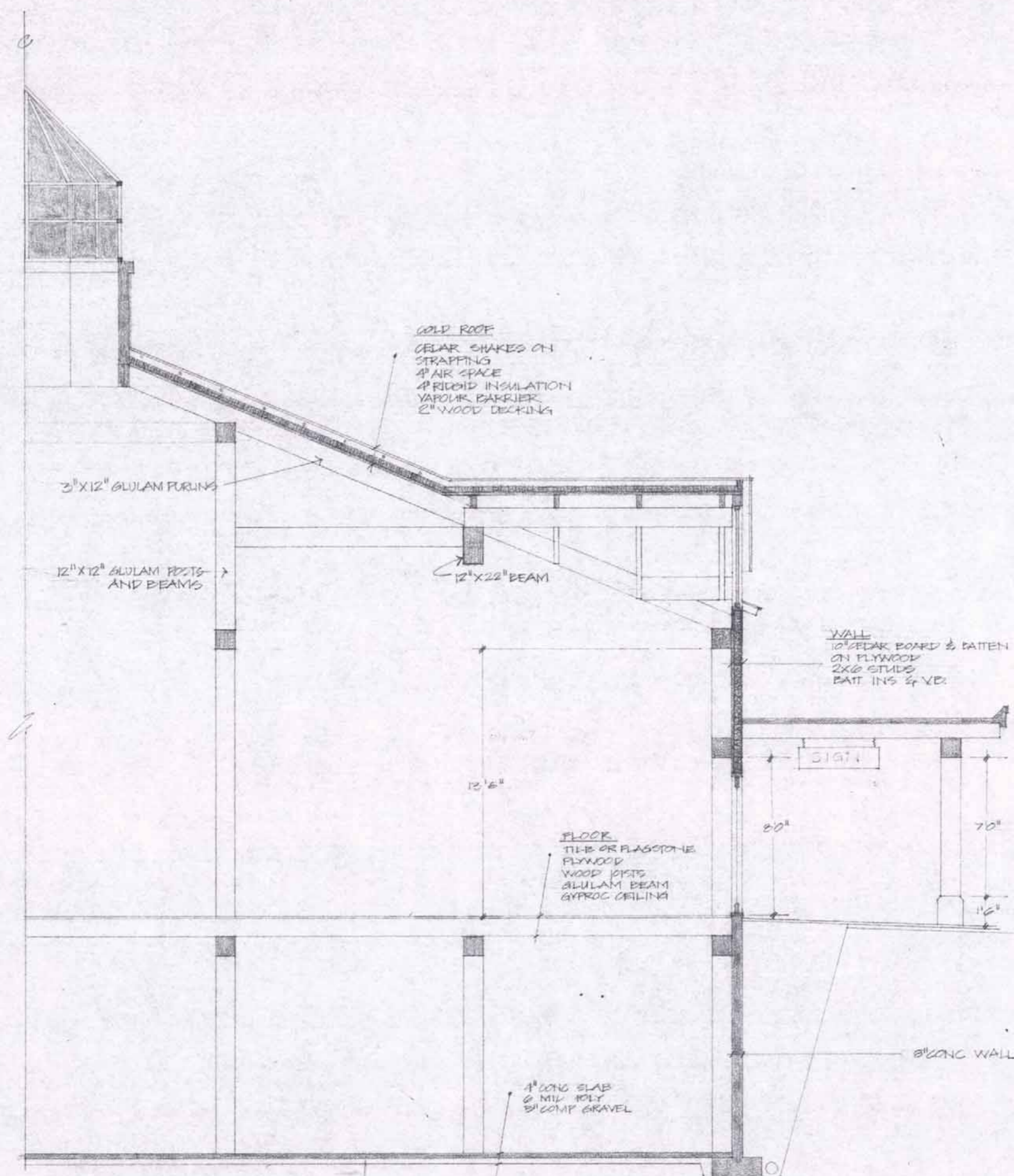
BLACKCOMB DEVELOPMENT PLAN
 NUMBER 01
 SCHEDULE A
 DATE OF ISSUANCE 1987-06-17
 AUTHORIZING SIGNATURE *[Signature]*

No.	REVISIONS	DATE	No.	REVISIONS	DATE

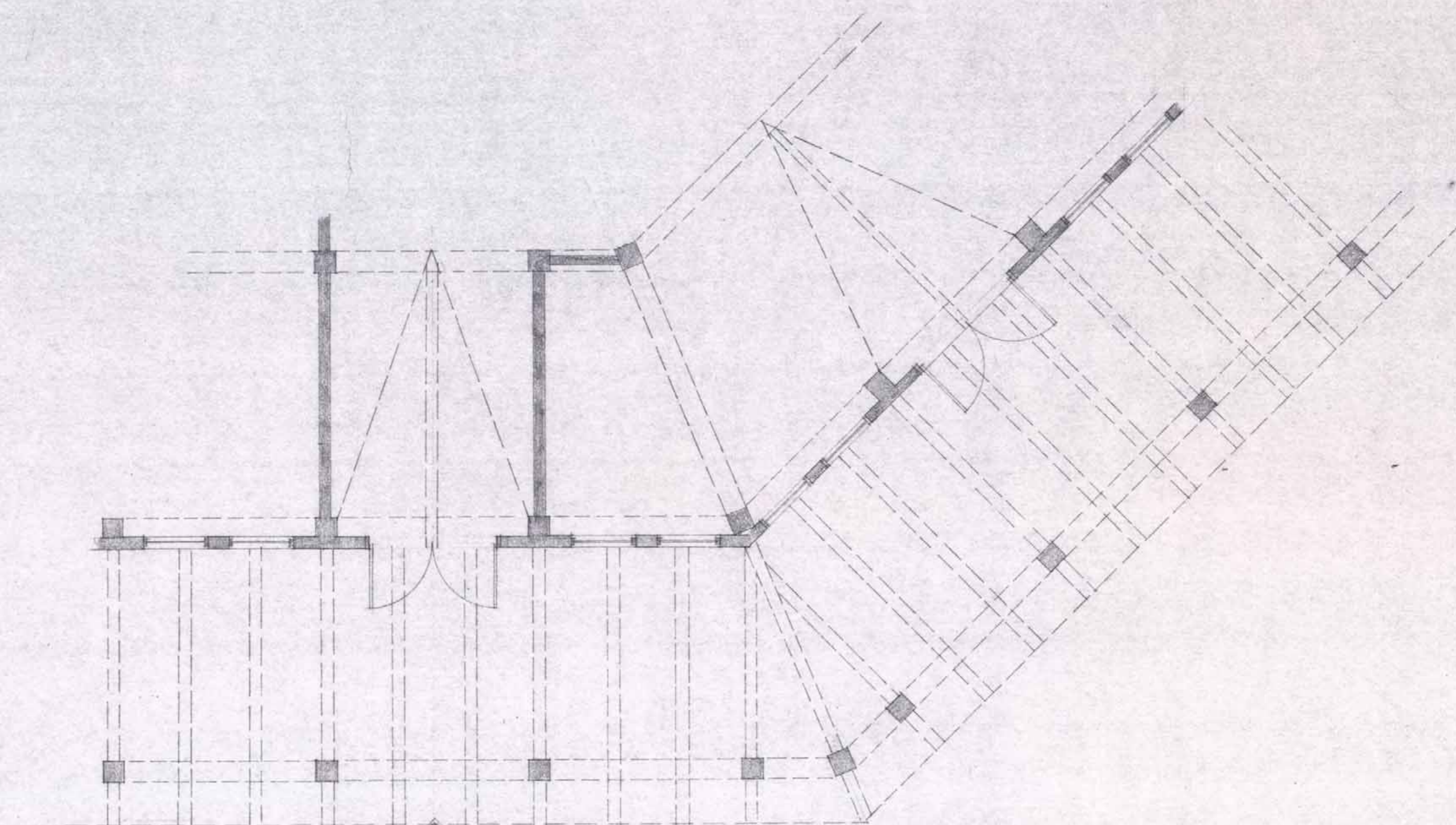
BLACKCOMB BASE LODGE

COPYRIGHT RESERVED. THIS DRAWING IS AND REMAINS AT ALL TIMES THE EXCLUSIVE PROPERTY OF THE ARCHITECT AND CANNOT BE USED WITHOUT THE ARCHITECT'S CONSENT. ALL DIMENSIONS SHALL BE VERIFIED ON JOB	ELEVATIONS	SCALE 1/8" = 1'-0"
		DATE MAY 12, 1987
		DRAWN JH
		CHECKED JH
	Howard/Yano Architects Macdonald-Hale Architects A Joint Venture	OF 7 5

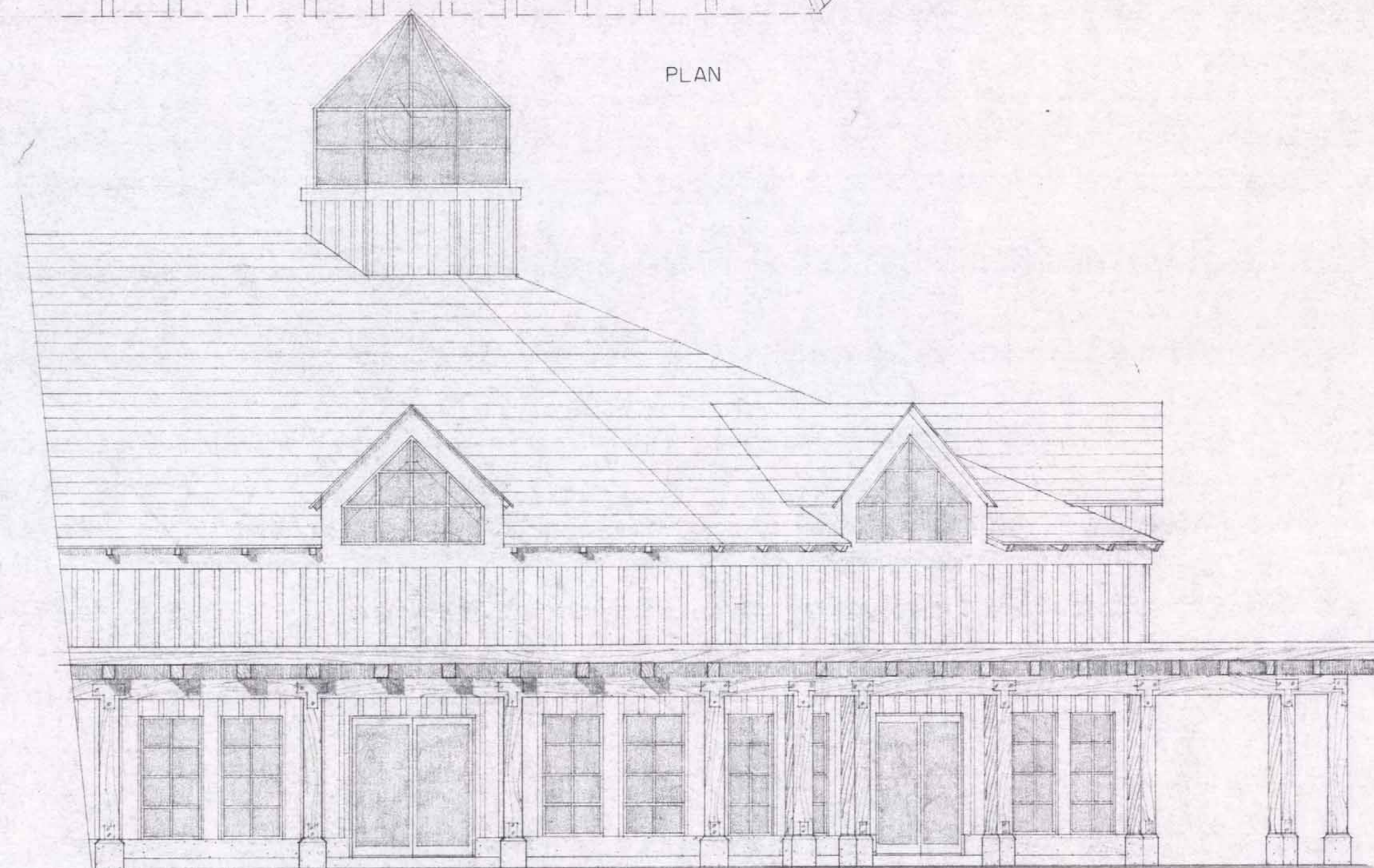
10-44
RWA-01



SECTION



PLAN



ELEVATION AT RETAIL END

BLACKCOMB DEVELOPMENT PLAN
NUMBER 01
SCHEDULE A
DATE OF ISSUANCE 1987-06-17
AUTHORIZING SIGNATURE *[Signature]*

No.	REVISIONS	DATE	No.	REVISIONS	DATE

BLACKCOMB BASE LODGE

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ALL DIMENSIONS SHALL BE VERIFIED ON JOB

DETAIL ELEVATION / PLAN / SECTION
RETAIL END

Howard Yano Architects
Macdonald-Hale Architects
A Joint Venture

SCALE 1/4" = 1'-0"
DATE MAY 19 1987
DRAWN JH
CHECKED
OF 7
7