Appendix D

RESORT MUNICIPALITY OF WHISTLER

BYLAW NO. 650, 1988

A Bylaw to Amend a Land Use Contract

WHEREAS Section 982 of the Municipal Act, R.S.B.C. 1979, c. 290 authorizes the amendment of a Land Use Contract by bylaw with the agreement of the local government and the owner of any parcel that is described in the bylaw as being covered by the amendment;

AND WHEREAS it is deemed desirable to amend that certain Land Use Contract referred to herein;

AND WHEREAS the parcels of land that are covered by this amendment are:

Resort Municipality of Whistler

Resort Municipality of Whistler
Parcel Identifier 008-049-530
District Lot 3866
Except Part in Plans 19506,
21332, 21500, 21501 and 21578

Resort Municipality of Whistler
Parcel Identifier 008-049-556
District Lot 3903
Except Part in Plans 19506,
20511, 21332, 21364, 21391, 21497,
21500, 21501, 21573 and 21585

Resort Municipality of Whistler
Lot 1
District Lot 3903
Plan 19506

Resort Municipality of Whistler
Lot 6
District Lot 3866
Plan 21500

Resort Municipality of Whistler
Parcel Identifier 008-846-308
Lot 11
District Lots 3866 and 3903
Plan 21500

Resort Municipality of Whistler
Parcel Identifier 008-849-382
Lot 7
District Lots 3866 and 3903
Plan 21501

Resort Municipality of Whistler
Parcel Identifier 008-849-404
Lot 12
District Lot 3866
Plan 21501

Resort Municipality of Whistler
Parcel Identifier 009-587-047
Lot 9
District Lot 3866
Plan 21578

(the "Lands")

AND WHEREAS the parties to the Amending Agreement include the owners of the Lands;

NOW THEREFORE the Council of the Resort Municipality of Whistler (the "Municipality") in open meeting assembled ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Land Use Contract Amendment Bylaw No. 650, 1988".

2. That certain Land Use Contract entered into between the Municipality, Whistler Village Land Co. Ltd. and Fortress Mountain Resorts Ltd. on January 8, 1979 under the authority of Resort Municipality of Whistler Land Use Contract Bylaw No. 107, 1978 and registered in the Vancouver Land Title Office under No. G2520 on January 11, 1979 is hereby amended as set out in the form of Land Use Contract Amendment Agreement attached as Schedule A to this Bylaw.

3. The Mayor and Clerk are hereby authorized to affix the corporate seal of the Municipality to and execute on behalf of the Municipality the Land Use Contract Amendment Agreement attached as Schedule A hereto.

GIVEN FIRST READING this 30th day of March , 1988.

GIVEN SECOND READING this 30th day of March , 1988.

Pursuant to Section 956 of the Municipal Act, a Public Hearing was held this 22nd day of April , 1988.

GIVEN THIRD READING this 22nd day of April , 1988.

APPROVED by the Inspector of Municipalities, this 6th day of June , 1988.

APPROVED by the Minister of Transportation and Highways this 13th day of May , 1988.

RECONSIDERED and finally ADOPTED by the Council this 13th day of June, 1988.

R.H. Drew Meredith, Mayor

John Murray, P. Adm.,
Municipal Clerk

I HEREBY CERTIFY that this is a true copy of "Land Use Contract Amendment Bylaw No. 650, 1988".

John Murray, P. Admin.,
Municipal Clerk

Approved Pursuant to Sec. 57 (2) of the Highway Act
AND SECTION 982(2) OF THE MUNICIPAL ACT
this 13 TH Day of MAY 1988

Approving Officer, Ministry of Transportation and Highways

SCHEDULE A

THIS LAND USE CONTRACT AMENDMENT AGREEMENT is dated the day of , 1988 (the "Amending Agreement")

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER, a Municipality incorporated under the laws of the Province of British Columbia having an office at 4381 Blackcomb Way, Whistler, British Columbia V0N 1B0

(the "Municipality")

OF THE FIRST PART

WHISTLER VILLAGE LAND CO.LTD., a British Columbia company having a registered office at Suite 2100 - 700 West Georgia Street, Vancouver, British Columbia V7Y 1V8

("Whistler Land Co.")

OF THE SECOND PART

BLACKCOMB SKIING ENTERPRISES LTD. (formerly called Fortress Mountain Resorts Ltd.), a British Columbia company, having a place of business at 4545 Blackcomb Way, Whistler, British Columbia V0N 1B0

("Fortress")

OF THE THIRD PART

CANADIAN PACIFIC HOTELS CORPORATION, a company pursuant to the laws of Canada having an office at #360 - 601 Cordova Street, Vancouver, British Columbia V6B 1G1

OF THE FOURTH PART

BOSA DEVELOPMENT CORPORATION, a British Columbia company having an office at 4585 East Hastings Street, Burnaby, British Columbia V5C 2K3

OF THE FIFTH PART

W.L.C. DEVELOPMENTS LTD., a British Columbia company having its registered office at Suite 2100 - 700 West Georgia Street, Vancouver, British Columbia V7Y 1A8

("WLC")

OF THE SIXTH PART

(all six parties hereinafter collectively called the "Parties")

WHEREAS:

A. The Parties of the First, Second and Third Parts entered into that certain Land Use Contract dated January 8, 1979 and registered in the Vancouver Land Title Office on January 11, 1979 under number G2520 (the "LUC") pursuant to Section 702A of the Municipal Act R.S.B.C. 1960, c. 255 and containing certain terms and conditions governing the use and development of certain lands situated in Whistler, British Columbia and described in the Land Use Contract;

B. Section 982 of the Municipal Act, R.S.B.C. 1979, c. 290 authorizes the parties to a land use contract to amend it by bylaw with the agreement of the Municipality and the owner of any parcel of land that is described in the bylaw as being covered by the amendment;

C. The owners of the parcels of land described in Land Use Contract Amending Bylaw No. 650, 1988 (the "Lands") are the Parties of the Second, (subject to recital D hereof) and Third, Fourth and Fifth Parts;

D. Whistler Land Co. has advised that it may transfer its interest in the Lands (as hereinafter defined) to WLC, including its right, title and interest and its covenants and obligations under the LUC, which transfer may be completed either before or after the execution, delivery and registration of this Amending Agreement.

NOW THEREFORE in consideration of the premises, and the covenants herein, and the sum of one dollar ($1.00), receipt of which from each party is hereby acknowledged by the other, and other good and valuable consideration, the Parties agree to amend the LUC as follows:

1. All those words, phrases, clauses, sentences, paragraphs, numbers, definitions, headings, schedules and legal descriptions of lands appearing in the LUC and not reproduced in Schedule "1" to this Amending Agreement are hereby deleted in their entirety and the LUC is amended accordingly as it applies to the Lands.

2. All those words, phrases, clauses, sentences, paragraphs, numbers, definitions, headings, schedules and legal descriptions of lands appearing and forming part of Schedule "1" to this Amending Agreement which do not appear in the LUC as registered January 11, 1979 under No. G2520 are hereby added and the LUC is amended accordingly as it applies to the Lands.

3. The following provision shall be deemed to be part of the LUC, and the LUC is amended accordingly as it applies to the Lands:

"Unless and until a transfer of Whistler Land Co.'s interest in the Lands to WLC is registered, Whistler Land Co. shall keep, observe and perform all of its covenants under this Land Use Contract. Upon registration of a transfer of Whistler Land Co.'s interest in the Lands to WLC, WLC shall keep, observe and perform all of the covenants and obligations of Whistler Land Co. under this Land Use Contract and be entitled to the benefit of all right, title and interest of Whistler Land Co. under this Land Use Contract, as if "WLC" was substituted for "Whistler Land Co." wherever those words appear. The Municipality, Fortress and WLC acknowledge and agree that upon the registration of a transfer of Whistler Land Co.'s interest in the Lands to WLC, Whistler Land Co. (but not WLC) shall be released from any and all such covenants and obligations and no action of any kind whatsoever shall be taken against Whistler Land Co. in respect thereof. WLC shall provide written notice to the Municipality and Fortress forthwith following transfer to WLC of the interest of Whistler Land Co. in the Lands.

Upon the transfer of any of the Lands by Whistler Land Co. or WLC (except a transfer from Whistler Land Co. to WLC) all covenants of Whistler Land Co. or WLC contained in this Land Use Contract with respect to the Lands so transferred and pertaining to matters arising following the date of completion of such transfer shall become the covenants of the new owners from time to time of such portions and Whistler Land Co. and WLC shall no longer be bound thereby."

4. Except as above provided in Sections 1, 2 and 3 of this Amending Agreement all other terms, conditions and covenants of the LUC shall remain unchanged.

5. The Parties covenant and agree that Schedule "1" hereto is and shall be deemed to be the LUC as amended herein and applicable to the Lands.

6. Schedule "1" is incorporated into and deemed to be part of this Amending Agreement.

IN WITNESS WHEREOF the parties have executed this Land Use Contract Amendment Agreement this day of , 1988.

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

C/S

MAYOR

CLERK

The Common Seal of BLACKCOMB SKIING ENTERPRISES LTD. was hereunto affixed in the presence of:

C/S

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

The Common Seal of WHISTLER VILLAGE LAND CO. LTD. was hereunto affixed in the presence of:

C/S

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

The Common Seal of CANADIAN PACIFIC HOTELS CORPORATION was hereunto affixed in the presence of:

C/S

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

The Common Seal of BOSA DEVELOPMENT CORPORATION was hereunto affixed in the presence of:

C/S

_____
AUTHORIZED SIGNATORY

_____
AUTHORIZED SIGNATORY

The Common Seal of W.L.C. DEVELOPMENTS LTD. was hereunto affixed in the presence of:

C/S

_____
AUTHORIZED SIGNATORY

_____
AUTHORIZED SIGNATORY

SCHEDULE 1

LAND USE CONTRACT

THIS AGREEMENT made the _____ day of _____, 1979,

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER, a Municipality incorporated under the laws of the Province of British Columbia with its principal office at Whistler, in the Province of British Columbia,

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

WHISTLER VILLAGE LAND CO. LTD., a body corporate incorporated under the laws of the Province of British Columbia, having an office at the Resort Municipality of Whistler, in the Province of British Columbia,

(hereinafter called "Whistler Land Co.")

OF THE SECOND PART

AND:

BLACKCOMB SKIING ENTERPRISES LTD. (formerly FORTRESS MOUNTAIN RESORTS LTD.), a body corporate having an office and place of business at 2600 - 700 West Georgia Street, in the City of Vancouver, Province of British Columbia,

(hereinafter called "Fortress")

OF THE THIRD PART

WHEREAS:

A. Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Environment (herein called "Her Majesty") invited proposals for the development of Blackcomb Mountain in the Resort Municipality of Whistler;

B. Fortress has presented a proposal to Her Majesty which provides for the development of ski facilities on Blackcomb Mountain and for the use and development of the Lands referred to in Recital "E" hereof;

C. The Municipality, pursuant to Section 702A of the "Municipal Act", may, notwithstanding any Bylaw of the Municipality or Sections 712 or 713 of the "Municipal Act", upon the application of an owner of land within a development area designated as such by Bylaw of the Municipality, enter into a Land Use Contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon and thereafter the use and development of that land shall be in accordance with such Land Use Contract;

D. The "Municipal Act" requires that the Municipal Council in exercising the powers given by Section 702A shall have due regard to the considerations set out in Section 702(2) and Section 702A(1) in arriving at the use and development permitted by any Land Use Contract and the terms, conditions and considerations thereof;

E. At the time this Land Use Contract will be entered into Whistler Land Co. will be the registered owner of those lands and premises situate, lying and being in the Resort Municipality of Whistler, in the Province of British Columbia being more particularly described in Schedule "A" hereto (herein called the "Lands"). The Lands are shown outlined in heavy black on Schedule "B" hereto.

F. Fortress is or shall become the registered holder of an option to purchase (herein called the "Option") the Lands. The Option provides, inter alia, that Fortress shall only be permitted to purchase portions of the Lands when Fortress has constructed or is in the process of constructing certain ski lift facilities (herein called the "Ski Facilities") on Blackcomb Mountain in accordance and compliance with the terms of the Option and of lease and right of way arrangements as may be amended, added to or replaced from time to time (herein called the "Lease") which will be entered into between Fortress and Her Majesty;

G. Fortress is a party to this Land Use Contract to ensure that upon Fortress exercising any of its rights under the Option and obtaining title to any portion or portions of the Lands that those portions so acquired by Fortress shall only be used or be permitted to be used in accordance with the restrictions contained in this Land Use Contract;

H. The Developers have presented to the Municipality a scheme for the use and development of the Lands and have made application to the Municipality to enter into this Agreement upon the terms and conditions hereinafter set forth;

I. The Municipality is desirous of having the Ski Facilities on Blackcomb Mountain properly developed and the Council of the Municipality is of the opinion that the approval of this Land Use Contract is in the public interest;

J. The Council of the Municipality, having given due regard to the considerations set forth in Section 702(2) and 702A(1) of the "Municipal Act" has agreed to the terms, conditions and considerations herein contained;

K. The Developers acknowledge that they are aware of the provisions of Section 702A of the "Municipal Act" and that the Council of the Municipality cannot enter into this Land Use Contract until it has held a Public Hearing on a Bylaw authorizing this Land Use Contract, has duly considered the representations made at such Hearing, and unless at least a majority of all the Members of the Council present at the meeting at which the vote is taken and entitled to vote on the Bylaw vote in favour of the same;

L. The Ministry of Highways has approved the said Bylaw pursuant to the "Controlled Access Highways Act";

M. The Inspector of Municipalities has approved the said Bylaw pursuant to the "Resort Municipality of Whistler Act";

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and each of the Developers severally covenant and agree as follows:

1. DEFINITIONS:

In this Contract, in addition to the other definitions herein contained, unless the context otherwise requires:

"BU" means "bed units" and is used in this Land Use Contract as a method of determining and computing the intensity of development on the Lands. From the total number of BU's allocated for the Lands pursuant to Clause 16 of this Land Use Contract:

(a) a Single Residential Building shall require 6 BU's;

(b) a Duplex Residential Building shall require 12 BU's;

(c) a Multiple Residential Building without a Check In Facility and whether or not charged by a Rental Pool Covenant shall require:

(i) 6 BU's for every Dwelling Unit having a floor area in excess of 232 square metres;

(ii) 5 BU's for every Dwelling Unit having a floor area between 185 square metres to and including 232 square metres;

(iii) 4 BU's for every Dwelling Unit having a floor area of less than 185 square metres;

(d) a Multiple Residential Building having or sharing a Check In Facility on the same site and charged by a Rental Pool Covenant shall require:

(i) for every dwelling unit having a floor area exceeding 75 square metres the number of BU's calculated pursuant to subclause (c) hereof;

(ii) 3 BU's for every Dwelling Unit having a floor area in excess of 55 square metres and not greater than 75 square metres;

(iii) 2 BU's for every Dwelling Unit having a floor area of 55 square metres or less;

(e) a Hotel or Lodge shall require 2 BU's per Sleeping Unit and a Dwelling Unit in a Hotel or Lodge shall require the number of BU's calculated pursuant to sub-clause (c) hereof;

(f) a Hostel shall require 1 BU for each bed;

"Covenant" shall mean the covenant granted by the Developers to the Municipality upon Development Approval as defined and provided for in clause 7(h) hereof.

"Duplex Residential Building" means a building consisting of two dwelling units only each of which has a floor area in excess of 80 square metres.

"Dwelling Unit" means a self-contained residential unit having cooking facilities.

"Lodge" means a building comprising forty (40) Sleeping Units or less for the Temporary Use and occupation by tourists or transients and which may where provided for in the Zone contain commercial uses pursuant to Schedule C and which commercial uses are wholly contained within the Lodge.

"Single Residential Building" shall mean a building consisting of one Dwelling Unit (other than a mobile home) which is occupied or intended to be occupied seasonally or permanently by one family or six or fewer unrelated persons living together as a single domestic unit provided that where permitted in the Zone a Single Residential Building may contain an Auxilliary Dwelling Unit having a floor area not exceeding the lesser of one-third of the aggregate floor area of the building or 80 square metres.

"Multiple Residential Building" shall mean a building containing three or more Dwelling Units each of which is occupied

or intended to be occupied by one family or by six or fewer unrelated persons living together as a single domestic unit and may, where situate in Zone 2 and charged by a Rental Pool Covenant and having or sharing a Check-In Facility on the same site, contain a restaurant and Licensed Facilities, provided that in Zone 1 a Multiple Residential Building having or sharing a Check In Facility on the same site and charged by a Rental Pool Covenant may also contain any other commercial use permitted in Schedule C which commercial uses are wholly contained within the building.

"Hostel" means a building for the Temporary Use of tourists or transients and containing communal cooking facilities and communal washing and toilet facilities for the use of hostelers.

"Hotel" means a building containing more than forty (40) Sleeping Units for the Temporary Use and occupation by tourists or transients and which may contain, where provided for in the Zone, commercial uses pursuant to Schedule C provided and which commercial uses are wholly contained within the Hotel.

"Municipal Engineer" means the Municipal Engineer of the Municipality and his duly authorized assistants and such other consultants or engineers as may be appointed to act in that capacity for the Municipality.

"Approving Officer" means the Approving Officer for the Municipality appointed pursuant to the provisions of the Land Title Act.

"Development Approval" means approval of the Municipality of an application made by the Developers pursuant to Clause 7(f) of this Land Use Contract.

"Building Inspector" means the Building Inspector of the Municipality and his duly authorized assistants and such other consultants as may be appointed to act in that capacity for the Municipality.

"Developer" and "Developers" means Whistler Land Co. and Fortress, their respective successors and assigns and the owner from time to time of a parcel with respect to that parcel.

"Complete" or "Completion" or any variation of these words when used with respect to the work or works referred to herein shall mean completion to the satisfaction of the Municipal Engineer of the Municipality reasonably determined and so certified by him in writing.

"Sleeping Unit" means a self-contained unit equipped to be used for sleeping and sitting purposes, not containing any cooking facilities but may include not more than one bathroom limited to the exclusive use of the Sleeping Unit of which it forms a part.

"Town Centre" shall mean those lands in Resort Municipality of Whistler being

Block B,
District Lot 3020, and
District Lot 1902,
All of Group 1,
New Westminster District.

"Zone" or "Zones" shall mean either or both of "Zone 1" and "Zone 2" as shown on Schedule "B" hereto, the permitted uses of land and restrictions pertaining thereto are described in Schedule "C" hereto.

"Temporary Use" means the use and occupation of a Sleeping Unit, Dwelling Unit, or a bed or Sleeping Unit in a Hostel for not more than four consecutive weeks and not more than a total of eight weeks in a calendar year by the same person or persons.

"Check In Facility" means all of the following without exception contained in a Multiple Residential Building: a check-in counter and lobby appurtenant to the main entrance to the building; common laundry facilities or in the alternative provision for the installation of laundry facilities in each Dwelling Unit in the Building; permanent storage lockers for owners; and temporary storage areas for guests."

"Rental Pool Covenant" means a restrictive covenant substantially in the form annexed to this Land Use Contract as Schedule "J".

"Indoor Recreation" means private, public or commercial sporting and athletic recreation facilities including arenas, swimming pools, tennis courts, curling rinks, racquet courts and other similar facilities.

"Licensed Facilities" means facilities licensed to serve liquor to patrons for consumption within the licensed facility pursuant to the Liquor Control and Licensing Act R.S.B.C. 1979, c. 237.

"Servicing Agreement" means an agreement substantially in the form of Schedule "H" hereto.

2. CONSENTS:

At the time of entering into this Land Use Contract, the Developers obtained the consent of all persons necessary to this Land Use Contract.

3. PERMITTED USES OF THE LANDS:

The Lands and the various portions thereof and all buildings, structures and improvements thereon may be used for the uses and purposes permitted in Schedule "C" hereto and for no other uses or purposes and shall be used only in accordance with the regulations, restrictions and provisions contained in this Land Use Contract.

4. AREA DENSITY PLAN FOR THE LANDS:

The Developers acknowledge and agree that without limiting in any way the force and effect of other provisions and restrictions contained in this Land Use Contract, no portion of the Lands shall be used and no development or subdivision plan shall be approved nor building permit issued which has the result of authorizing or allowing a greater intensity of development than the maximum number of BU's on the Lands that is provided for in Clause 16 of this Land Use Contract, or greater than the maximum number of BU's permitted in each Zone as provided for in Schedule "C" to this Land Use Contract.

5. DEVELOPMENT ZONES:

The Developers agree that the use and development of the Lands is further limited and restricted by the limitations and requirements set out in Schedule "C" hereto with the effect that only certain types of development may be constructed in certain of the Zones as shown on the Plan attached as Schedule "B" hereto. Accordingly the Developers are and shall be limited to the permitted uses of land, buildings and structures prescribed in Schedule "C" as they relate to the Zones shown in Schedule "B". These restrictions shall be in addition to all other restrictions herein contained. No part of the Lands shall be used and no building, structure or improvement on the Lands shall be placed, constructed, reconstructed, altered, added to,

developed or occupied except in compliance with Schedules "C" and "B" hereto.

6. ENTITLEMENT TO BU'S:

The Developers shall only be permitted to obtain approval of a subdivision plan or the issuance of building permits for any Dwelling Units or other buildings, structures, or improvements when and to the extent that the Developers and in particular Fortress have earned and not previously used BU's in accordance with Schedule "E" hereto. The Developers gain entitlement to BU's as a result of constructing certain of the Ski Facilities pursuant to the Lease. The formula to be used to calculate the number of BU's acquired by the Developers is more particularly described in Schedule "E" hereto (which formula is herein sometimes called the "SAOT Formula"). The Developers shall only be permitted to obtain approval of a subdivision plan or the issuance of building permits for improvements having in the aggregate BU's equal to or less than the BU's to which the Developers are entitled and have earned pursuant to the SAOT Formula and which have not been previously allocated by the Developers, provided that:

(a) as part of any development the Developers shall, provided such facilities are not inconsistent with the Covenant, be permitted to construct in addition to the improvements to which BU's have been allocated recreational facilities, including without limitation,

open and enclosed tennis courts, other court games, recreational pavilions, swimming pools and open and covered ice rinks; and

(b) certain commercial facilities as described in Schedule "C-1" may be constructed, repaired or reconstructed as part of a development without the allocation of BU's therefor.

If the Developers shall have constructed buildings, structures or improvements on the Lands and shall have allocated BU's therefor all in accordance with the terms of this Land Use Contract, and if any of these buildings, structures or improvements shall be damaged, destroyed, demolished or torn down, then the Developers shall be entitled to obtain building permits to authorize and allow the repair or replacement of any such building, structure or improvement without the allocation of additional BU's therefor subject always to the following conditions:

(i) the Developers must otherwise be entitled to the issuance of the building permit;

(ii) the repaired or replaced building, structure or improvement shall be of a type which would not utilize or require the allocation of more BU's than the number of BU's allocated to the original building, structure or improvement;

(iii) the proposed repair or replacement must comply in all respects with the provisions of this Land Use Contract and of the Covenant.

A building, structure or improvement that is repaired, replaced or reconstructed under this provision, shall unless the repairs, replacement or reconstruction comply with the Covenant, require a new Development Approval pursuant to Clause 7 before a building permit may be issued authorizing such repair, replacement or reconstruction.

Any commercial facilities other than those permitted under (b) of this Clause 6 shall require the allocation of BU's on the basis set out in Schedule "C-1".

7. <u>DEVELOPMENT CONCEPT PLAN, SUBDIVISION, DEVELOPMENT APPROVAL AND COVENANT</u>

(a) The Developers and the Municipality agree that, that certain plan, dated for reference March 9, 1988, a copy of which is attached to this Land Use Contract as Schedule "B" (hereinafter referred to as the "Development Concept Plan") Numbered DCP-1, and consistent with the guidelines set out in Schedule "G" in this Land Use Contract, and prepared by the Developers and on file in the Municipality shall constitute the Development Concept Plan for the Lands. Notwithstanding any provision of this Land Use Contract such Development Concept Plan may be amended and

altered by agreement between the Developers and the Municipality provided such amendments and alterations otherwise conform and comply with the guidelines set out in Schedule "G" and this Land Use Contract.

(b) The Developers covenant and agree that in the event and whenever Development Approval or subdivision approval is sought for the Lands or any portion thereof and any works and services required to be provided by the Developers anywhere on the Lands are not by reasonable engineering standards adequate in size, capacity or do not meet other reasonable engineering standards or criteria to serve the Lands or the Development Approval or subdivision approval then sought, that the Developers shall wherever the same shall occur bear the entire cost of upgrading the established works and services notwithstanding that such works and services may have already been completed, accepted by, approved, in the possession of and are the property of the Municipality.

(c) The Approving Officer may approve any subdivision application for the Lands, or of a portion thereof subject to the Development Concept Plan and an approved Technical Concept Plan, submitted by the Developers, provided that such subdivision application is not inconsistent with or at variance with the Development Concept Plan and the approved Technical Concept Plan

applicable to the Lands or the portion thereof subject of the said subdivision application.

(d) The Developers covenant and agree that the Lands or any portion thereof shall not be built upon, improved or developed in any way except for the works and services required by Clause 7(e) until Development Approval and a building permit has been obtained from the Municipality. Further no Development Approval shall be obtained until the Developers have submitted for approval of the Municipality a plan hereinafter referred to as a Technical Concept Plan. A Technical Concept Plan shall apply to one or more of areas "D" through "P" as shown and delineated on the Development Concept Plan and shall contain in reasonable detail the information set out in the form of Technical Concept Plan attached to this Land Use Contract as Schedule "D" which Schedule "D" is hereby approved as the Technical Concept Plan for areas "D" to "K" inclusive as delineated on the Development Concept Plan. The Municipality agrees subject to sub clause (k) to approve any Technical Concept Plan that conforms to the Development Concept Plan and this Land Use Contract within 30 days of receipt thereof.

(e) No subdivision plan shall be approved or deposited until such time as the Developers have either substantially completed all works and services required

to be constructed, installed and connected pursuant to Resort Municipality of Whistler Subdivision Bylaw No. 265, 1981 and pursuant to this Land Use Contract, or have entered into a Servicing Agreement with the Municipality and have deposited with the Municipality a bond or other security satisfactory to the Municipality as security for the provision and completion of all works and services required by this Land Use Contract to be provided and constructed by the Developers. Such works and services shall be constructed, to the standards provided in Municipality of Whistler Subdivision Bylaw No. 265, 1981 of the Municipality and such standards shall where more onerous than those applying to other areas of the Municipality be based on reasonable engineering criteria specific to the Lands, and the amount of security so deposited shall be that required by the policy of Council from time to time which policy shall be of general application to all servicing agreements in the Municipality.

(f) At any time after approval of a Technical Concept Plan for the Lands or any portion thereof, the Developers may submit an application for Development Approval for the Lands, or any portion thereof, in respect of which a Technical Concept Plan has been approved. An application for Development Approval shall include writing and plans containing the following information

in detail satisfactory to the Municipality acting reasonably:

(i) Scale not less than 1:200 to accurately illustrate the proposed scheme.

(ii) Site area and lot boundaries.

(iii) Size and location of all buildings including existing adjacent buildings.

(iv) Number, size and location of all off-street parking.

(v) Building elevations.

(vi) Exterior finishes and materials.

(vii) Development Programme including:

- Gross floor area.
- Floor space ratio.
- Site coverage.
- Total number of Dwelling Units and Sleeping Units and in the case of a Hostel, beds.
- Breakdown by area of Dwelling Units and Sleeping Units and in the case of a Hostel, beds by area.

(viii) Roof plan including layout of all structures, equipment and apparatus.

(ix) Landscape plans and specifications including site grading details and exterior lighting detail.

(x) Recreational amenities, public trails and walkways on the portion of the Lands subject of the application for Development Approval.

(xi) Sun/shade analysis in commercial areas where public open space/guest amenities may be affected by development.

(xii) Subdivision plans (if not already submitted or approved) or proposed plan of subdivision applicable to the portion of the Lands subject of the Development Approval in a form sufficient for deposit in the Land Title Office upon approval of the Approving Officer.

(g) An application for Development Approval shall be complete upon the date the Municipality has received from the Developers all the information as provided for in sub-clause (f) hereof in the form and manner therein required; and provided the application for Development Approval is substantially in conformance with the approved Development Concept Plan, the Technical Concept Plan, the subdivision plan pertaining to the land which is subject of the Development Approval application, and this Land Use Contract, the

Municipality, subject to sub-clause (k) hereof, agrees to approve such application within 60 days of receipt of a complete application for Development Approval.

(h) No building permit authorizing or permitting the excavation, placing, construction, re-construction, alteration, repair or addition, of any building or structure on the Lands shall be issued except in accordance with and after Development Approval and upon Development Approval, no buildings, structures or improvements of whatsoever nature may be placed, erected, constructed, or otherwise made on or to the land subject of the Development Approval except as provided therein, and the Developers shall grant to the Municipality a restrictive covenant (the "Covenant") in registrable form to that effect, which Covenant shall charge such portion of the Lands.

(i) Nothing in this Clause 7 applies to or restricts the Developers from placing, erecting, or constructing ski lifts or trails on the Lands.

(j) It is agreed between the Developers and the Municipality that the Covenant shall include the following provision:

"This covenant shall not be released, discharged or amended without the written consent of "Fortress" and

Whistler Land Co. provided such consent shall not be necessary or required after the earlier of the Lands being fully developed as contemplated by this Land Use Contract or December 31, 2009."

(k) Wherever in this Clause 7 the Municipality is obligated to act to approve a Development Concept Plan, Technical Concept Plan, or Development Approval within a stipulated time period such period of time shall not expire unless and until during the said period there shall be a continuous period of 30 clear days during which the Lands subject of the approval are sufficiently snow free in the reasonable opinion of the Municipality to permit inspection of the Lands subject of the approval.

(l) The Municipality's obligation to approve any Development Concept Plan, Technical Concept Plans and to give Development Approvals shall be exercised by resolution of the Council.

Wherever the Municipality has a discretion under this Land Use Contract in respect of the giving or witholding of an approval or consent, the discretion, if exercised, shall be exercised by resolution of Council and shall not require a public hearing or notice.

8. SIGNS:

No sign shall be erected upon the Lands or on any building or structure thereon except in accordance with the particulars contained in the Sign Bylaw of the Municipality provided that where the Sign Bylaw establishes different regulations for different zones or areas of the Municipality, the regulations applicable to the Lands shall where more onerous or restrictive than in the Town Centre be based on reasonable criteria distinguishing the two areas.

9. PARKING:

Off-street parking and loading spaces shall be provided, located and constructed in accordance with the requirements set out in Schedule "K" hereto. The Municipality shall have the right, but not the obligation, that in the event changing circumstances make it appropriate for less parking to be allocated to buildings or ski lifts to consent to a reduction of the parking requirements under this Land Use Contract. Notwithstanding any thing in this Land Use Contract to the contrary, Fortress shall provide and continue to provide 1,500 parking spaces for day skier parking, which parking areas are identified on the Development Concept Plan. The portion of the Lands forming the aforesaid parking area shall on or before December 31, 1995 be transferred and conveyed to the Crown in the Right of the Province of British Columbia.

10. OPEN AREAS:

The Developers covenant and agree that in addition to the other restrictions contained in this Land Use Contract at least 20% of the area covered by each Development Approval shall be left as open areas and in particular the Developers agree that no buildings and no other structures other than recreational facility structures permitted under clause 6(a) hereof may be erected thereon and no parking of automobiles will be permitted thereon.

11. WALKWAY AND SKI TRAIL:

The Developers agree to provide in conformance with all Development Approvals and Clause 7(f)(x), a finished public pedestrian trail system throughout the Lands and further agree that all public trails required by a Development Approval shall be secured by a statutory right-of-way in favour of the Municipality and the Municipality may require prior to Development Approval that such plans and instruments necessary to grant a registered interest to the Municipality as aforesaid in such public trails be deposited and registered against the Lands in priority to all other charges and encumbrances provided that the Developers may at their option undertake in writing to provide such plans and instruments and to deposit and register the same as aforesaid in priority to all other charges and encumbrances before any occupancy permit is granted and before any occupancy whatsoever of and in respect of buildings and

structures approved by the same Development Approval. The Developers convenant and agree to construct and improve all such public trails to the standards set out in Schedule "I" hereto and to enter into a Servicing Agreement with the Municipality and provide a bond or other security satisfactory to the Municipality as security for the construction and improvement of the public trails. The amount of security so deposited shall be that required by the Municipality from time to time of general application to all servicing agreements in the Municipality.

The Developers and the Municipality agree that the portion of the existing trail running through the Lands from the Town Centre to Lost Lake shall be secured by right-of-way to and in favour of the Municipality. The Developers shall be entitled to change the location of this trail provided:

(a) the new trail is of a similar or higher standard as the existing trail;

(b) the trail is kept open on a continuous basis subject to the right of the Developer upon reasonable notice to the Municipality to temporarily close the trail for repair, maintenance or construction; and

(c) the new trail shall be secured by right-of-way as aforesaid whereupon the former right-of-way shall be released and discharged.

12. TREE CUTTING:

The Developers covenant and agree that they shall be bound by any Tree Cutting Bylaw or regulations pertaining to tree cutting of the Municipality which are of general application in the Municipality, provided that the application of the said Bylaw or regulations shall be limited to those portions of the Lands shown on the approved Development Concept Plan as residential or open space (but shall not apply to public trails, ski runs, roads and golf courses). The Developers covenant and agree not to cut, remove or destroy any trees prior to the Development Approval applicable to that portion of the Lands on which it is proposed trees should be cut, removed or destroyed. Nothing in this Clause 12 shall restrict reasonable tree cutting for survey purposes.

13. ROADS:

The Developers agree to dedicate and construct certain roads on the Lands in the manner required by the Bylaws of the Municipality and in a way which will integrate in accordance with good engineering practice with the existing or proposed road system of the Town Centre. The Municipality and the Developers agree that actual siting of the roads cannot be made until such time as the final engineering and survey studies for these respective roads have been completed.

The Developers agree that prior to dedicating any areas as road, that Developer must either substantially complete the road and related services to the stage of completion required by

this Land Use Contract and the Bylaws of the Municipality or must, if required by the Municipality enter into a Servicing Agreement and provide security in the manner provided for in sub-clause (e) of clause 7 of this Land Use Contract.

The Municipality further agrees with Fortress that the Municipality shall the earlier of:

(a) notice in writing from Fortress which notice shall not be given until the Lands have been developed to an intensity utilizing 5000 BU's and building permits issued therefor; or

(b) the Approving Officer requiring further and better access to the Lands as a condition of further subdivision;

cause to be built at its sole expense within a reasonable period after either event described in (a) or (b) above a paved highway of not less than two lanes being an extension of Lorimer Road via Blackcomb Way to the boundary of the Lands generally in conformance with Schedule "M". The Municipality shall be under no obligation to provide or construct the said paved highway unless there is already in place on the Lands a connector to continue the said road in order to serve the Lands. In the event of any dispute in respect of the alignment of the said paved highway or the said connector the alignment of either or both shall be decided by arbitration pursuant to Clause 36 of this Land Use Contract.

The Municipality further agrees that the said paved highway shall include a three lane bridge along the appropriate section of Lorimer Road over Fitzsimmons Creek which bridge shall be capable of accommodating vehicular and pedestrian traffic.

14. SERVICES:

Without limiting any requirements or obligations of the Developers elsewhere contained in this Land Use Contract the Developers shall provide and construct at their own cost all on site services required on the Lands as required by all Municipal bylaws of general application and where such bylaws differentiate by area within the Municipality the obligations and standards shall be based on reasonable engineering criteria specific to the Lands. These on site services shall include without limitation roads, water, drainage, sanitary sewer, telephone and electricity and shall connect into the works and services provided by the Municipality and others. The Developers agree to provide the works and services to the standards and in the time limits required by any Municipal bylaws as aforesaid. The Developers agree to make reasonable effort to cause the Lands to be centrally serviced by a grid system for propane distribution and may themselves provide on site propane services, provided that the Developers covenant and agree that after the Lands or a portion thereof have been centrally serviced by a grid system for propane distribution, that no part of the Lands so serviced shall be used for the storage of propane in any amount for commercial or domestic heating purposes, hot water or cooking facilities

(excluding outdoor barbecues) appurtenant to any building or structure. Upon the Lands or any portion thereof being centrally serviced as aforesaid, all existing propane storage on the Lands or portion thereof so serviced shall be removed.

Upon completion of all public works and services by the Developers to be constructed and installed pursuant to this Land Use Contract the Municipality shall accept and take possession of the same. The Developers shall cause all such works and services to be fully and properly constructed and completed as in this Land Use Contract provided. The Developers hereby covenant and agree that upon acceptance by the Municipality of any of such works and services that the Developers shall at their cost remedy any defects appearing within one year from the date of acceptance by the Municipality of the said works and services save and except for reasonable wear and tear, negligence on the part of the Municipality, its servants or agents, acts of God, or by vandalism committed after the date of acceptance by the Municipality. The Developers agree to provide to the Municipality upon its acceptance of the said works and services security in the form of a bond or irrevocable clean letter of credit in the amount of 10% of the construction cost of such works or services for a period of one year after acceptance by the Municipality of the said works and services. Such security may be drawn down and used by the Municipality to remedy any defects as aforesaid in the event that the Developers should fail to do so. The Municipality shall not be deemed to have accepted

the works or services until the said security is provided to it.

If there is insufficient money or security on deposit with the Municipality to remedy such defects, then the Developers shall pay the amount of any deficiency to the Municipality immediately upon receipt of the Municipality's invoice therefor.

The security, if any remains, shall be returned to the Developers upon expiry of the one year period above provided. Upon acceptance, the public works and services shall become the property of the Municipality and be the sole responsiblity of the Municipality and the Developer shall have no obligation except as set out above, and as set out in Clause 7(b) and Schedule "H" of this Land Use Contract.

Fortress and the Municipality acknowledge that notwithstanding anything in this Land Use Contract herein provided, that water must be supplied to the Lands in sufficient quantities and capacity to meet fire flow requirements. Fortress and the Municipality agree that the cost and their respective shares of the cost of providing fire flow capacity to the Lands shall be determined and be as follows:

(a) Fortress and the Municipality shall agree on a location for a reservoir or water storage facility sufficient to meet fire flow demands for the Lands which location shall be the least expensive location to construct and install all necessary storage facilities, pipe

connections and delivery systems to deliver to the nearest boundary of the Lands sufficient water to service fire flows on the Lands to the 2400 feet geodetic elevation. The cost of providing a complete, fully installed, connected and operating facility to properly ensure sufficient capacity of water to service fire flows to the nearest boundary of the Lands from or at the aforesaid location shall be the "Base Cost". If Fortress and the Municipality fail to agree as aforesaid on the least expensive location, the matter shall be determined by arbitration pursuant to Clause 36 of this Land Use Contract;

(b) if Fortress shall require fire flows above the said 2400 feet level or require a location different or a facility larger than the location or size upon which the Base Cost has been determined then any and all costs necessary to provide the same in excess of the Base Cost shall be the sole responsibiltiy of Fortress;

(c) if the Municipality shall require a location different or a facility larger than the location or size upon which the Base Cost has been determined to provide water capacity or fire flow for general municipal purposes for other lands in addition to the Lands then any and all costs necessary to provide the same in excess of either the Base Cost or the cost pursuant to

subparagraph (b) whichever is greater shall be the sole responsibility of the Municipality;

(d) in all events the Base Cost shall be shared equally between Fortress and the Municipality; and

(e) the Base Cost shall include land, site preparation, engineering studies, inspection and contract administration and all necessary storage facilities, pipes, pumps, connections and appurtenances of whatsoever nature sufficient and necessary to bring sufficient capacity of water to the boundary of Lands.

(f) If pursuant to sub-clauses (a) to (e) of this paragraph 14 the reservoir or water storage facility is located on the Lands then in such case for the purpose of calculating the Base Cost the provision of service to the boundary of the Lands shall be deemed to exist.

15. EASEMENTS AND RIGHTS-OF-WAY:

Each Developer agrees to the extent of their ownership in the Lands to grant to the Municipality such easements and rights-of-way as may reasonably be required in connection with the development and servicing of the Lands. Each Developer shall be permitted flexibility in the location of any required easement or right-of-way so long as the easement or right-of-way as provided is sufficient to serve the needs of the Municipality. Each Developer acknowledges and agrees to cooperate with the

Municipality to make areas available for easements and rights-of-way as may be required in connection with the overall development of the Lands. Nothing in this clause 15 shall in any way restrict the Municipality's rights of expropriation.

16. APPROVAL OF DEVELOPMENT:

Notwithstanding anything to the contrary contained in or authorized by this Land Use Contract, the Developers shall not be entitled to develop the Lands to an intensity of more than 6688 BU's less any BU's earned pursuant to this Land Use Contract and re-allocated on the request of Fortress with the approval of the Municipality to other lands owned by Fortress and properly zoned to receive them. Nothing in this Clause 16 shall limit or restrict development that does not require the allocation or utlization of BU's.

17. Intentionally Deleted

18. Intentionally Deleted

19. LANDSCAPING BYLAW:

The Developers covenant and agree that they shall be bound by any Landscaping Bylaw having general application in the Municipality.

20. SUBDIVISIONS:

No portion of the Lands shall be subdivided except in compliance with this Land Use Contract and according to the requirements as to works and services and standards prescribed therefor set out in this Land Use Contract and the Resort Municipality of Whistler Subdivision Bylaw No. 265, 1981. In the event of irreconcilable conflict this Land Use Contract shall govern.

21. Intentionally Deleted

22. DEVELOPERS TO PAY TAXES AND COSTS:

(a) The Developers agree to pay all arrears of taxes outstanding against the Lands before the formal approval of any portion of the development upon the Lands, provided however that Fortress shall only be responsible for taxes on any portion of the Lands for which Fortress has registered title.

(b) The Developers shall pay the cost of connecting all utilities to service the Lands. Fortress personally but not its successors or assigns, shall, upon completion of the sale of any portions or parts of the Lands be released from any obligations under this clause arising after the sale with respect to those portions sold.

23. INDEMNITY BY DEVELOPERS:

The Developers, and all subsequent purchasers of the Lands or parts thereof except to the extent the same is caused by the negligence of the Municipality or its servants or agents, covenant to save harmless and effectually indemnify the Municipality against:

(a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of any construction and installation of any works or improvements herein described or permitted;

(b) all expenses and costs which may be incurred by reason of the execution of the said works or improvements resulting in damage to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;

(c) all expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, workmen's compensation assessments, unemployment insurance, Federal or Provincial Tax, check-off and for encroachments owing to mistakes in survey;

(d) any and all actions and proceedings, costs, damages, claims and demands whatsoever caused by or resulting

directly or indirectly from any breach or non-performance by the Developers of any of the provisions or restrictions of this Land Use Contract.,

Provided always and notwithstanding anything herein to the contrary that in no event shall a Developer or a subsequent purchaser of the Lands or part thereof be liable to indemnify and save harmless the Municipality as herein provided unless its obligation to do so arises from matters or things occurring during the time it held title to any part of the Lands or was in occupation or possession thereof and is restricted to matters or things done or performed or to be done or performed or not to be done by such person and which are relative to said part of the Lands or the occupancy or possession thereof by such person.

24. RIGHTS OF MUNICIPALITY:

Notwithstanding any provisions of this Land Use Contract and notwithstanding the provisions of the Municipal "Building Bylaw" and amendments thereto and of the "Municipal Act" R.S.B.C. 1979, c. 290 and amendments thereto, the Developers covenant and agree that the Municipality may withhold the granting of an occupancy permit for the occupancy and/or use of any building or part thereof constructed upon a portion of the Lands until all requirements of this Land Use Contract required to be performed at that time by the Developers or any person owning or holding a right to purchase (excluding the Option) in that portion of the Lands have been completed to the reasonable

satisfaction of the Municipality and all moneys owing to the Municipality by the Developers or any person owning or holding a right to purchase (excluding the Option) in that portion of the Lands have been paid in full. Accordingly Fortress acknowledges, covenants and agrees that the Municipality shall not be required to approve any subdivision plan or issue any building permit or, notwithstanding the provisions of the Municipal "Building Bylaw" and amendments thereto or of the "Municipal Act" R.S.B.C. 1979, c. 290 and amendments thereto, to grant any occupancy permit unless and until each of the following have occurred:

(a) the proposed development is in accordance with all terms of this Land Use Contract; and

(b) the proposed development is in accordance with all terms of any existing Covenant for that portion of the Lands;

(c) all statutory requirements have been complied with.

25. NO REPRESENTATIONS:

It is understood and agreed that neither the Municipality nor the Developers have made any representations, covenants, warranties, guarantees, promises or agreements whether verbal or otherwise with respect to the Land Use Contract other than those contained in this Land Use Contract however Fortress and the Municipality acknowledge that in order to carry out the development of Blackcomb Mountain and the Lands Fortress and

Whistler Land Co. shall enter into the Option and Fortress and Her Majesty shall enter into the Lease.

26. WHISTLER RESORT ASSOCIATION:

The Municipality and Fortress agree to work together to continue to operate the Whistler Resort Association established by them to promote the year-round destination resort concept comprised of the Lands, the Town Centre, and Whistler and Blackcomb Mountains, in conjunction with other skiing commercial, recreational, hotel and rental managed condominium facilities in and around the Municipality.

27. ALL DEVELOPMENT TO COMPLY WITH BYLAWS:

Except as specifically otherwise provided in this Land Use Contract, all subdivisions and development on the Lands shall comply in all respects with all the bylaws of the Municipality and all Federal and Provincial regulations and restrictions including environmental and floodplain regulations and restrictions.

27A. MAINTENANCE:

Where, by the terms of this Land Use Contract the Municipality is required to provide, construct, install, operate or maintain any roads, works or services such requirement shall not be deemed to or require the Municipality to operate, maintain or repair such roads, works or services in any manner or to any

extent different from the Municipality's obligations in relation to similar roads, works or services constructed by the Municipality out of its general municipal funds provided through the annual budget of the Municipality.

28. AMENDMENT:

This Land Use Contract may only be amended by written agreement of the owner of any parcel that is subject of the amendment, Whistler Land Co., Fortress and the Municipality. A written agreement amending this Land Use Contract as aforesaid shall be authorized by resolution of the Council before being effective and binding on the Municipality except where the amendments alter the uses permitted in Schedule "C" of this Land Use Contract or the maximum number of BU's provided in Section 16 of this Land Use Contract in which case a written agreement amending this Land Use Contract shall be authorized by bylaw of the Council. Notwithstanding the foregoing, the written agreement of Fortress and Whistler Land Co. (except as an owner of lands subject to the amendment) shall not be required after the earlier of the full utilization of bed units referred to in Clause 16, or December 31, 2009.

29. SCHEDULES PART OF CONTRACT:

Schedules "A" to "M" herein referred to are hereby incorporated into and made part of this Land Use Contract.

30. Intentionally Deleted

31. ALL OBLIGATIONS ARE FORTRESS OBLIGATIONS:

Fortress acknowledges and agrees that all covenants contained in this Land Use Contract by the Developers with respect to those portions of the Lands acquired by Fortress under the Option shall from the time of acquisition of said portions by Fortress be covenants of Fortress, its successors and assigns alone, and Fortress acknowledges and agrees that Whistler Land Co. shall not be liable for any of such covenants or agreements, that the Municipality need not take any action against Whistler Land Co. in respect of same but may proceed solely against Fortress in respect of same and that Fortress shall have no right to claim any indemnity or contribution or to have Whistler Land Co. joined as a defendant or third party or to claim from Whistler Land Co. in any manner whatsoever in respect of any claim against Fortress, its successors and assigns under such covenants or agreements; provided however that upon the sale by deed, transfer or by agreement for sale of any of the aforesaid portions of the Lands by Fortress, all covenants of Fortress contained in this Land Use Contract with respect to such portions and pertaining to matters arising following the date of completion of the said sale shall become the covenants of the new owners from time to time of such portions and Fortress shall, except for its covenants pursuant to Clauses 7(b), 9 in respect of day skier parking provision and 14(a) to (f) inclusive, no longer be bound thereby.

Nothing herein shall release or discharge Fortress or the Developers from any obligation to be observed or covenant to be performed relating to the provision of any statutory right-of-way or works and services to be constructed, installed or completed as a condition of subdivision approval or the result of subdivision approval under this Land Use Contract where such obligation was to be observed or duty to perform arose before the date of the transfer of the Lands or any portion thereof by the Developers or Fortress to a third party.

32. DEVELOPERS TO PAY ALL MUNICIPAL WORKS CHARGES, ETC.

The Developers acknowledge and agree that notwithstanding any provision of this Land Use Contract or any contributions of money or obligations to provide works and services made or to be observed by the Developers, the Developers shall be required to pay without set off to the Municipality prior to obtaining a building permit, all fees and charges including building permit fees, land title fees, inspection fees, occupancy permit fees, subdivision application fees and fees for each Development Approval equal to current development permit fees in force in the Municipality as if the Development Approval was a development permit, and all charges and fees pursuant to the following Bylaws:

(a) Transportation Works Charge Bylaw No. 609, 1987;

(b) Sewer Works Charge Bylaw No. 610, 1987;

(c) Water Works Charge Bylaw No. 611, 1987;

(d) Recreation Works Charge Bylaw No. 612, 1987;

33. REGISTRATION AND EFFECT:

This Agreement shall be construed as running with the Lands and shall be registered in the Vancouver Land Registry Office against the Lands by the Municipality pursuant to the provisions of Section 702(4) of the Municipal Act and shall not be amended except by agreement as hereinbefore provided; Provided always that if any portion of the Lands shall be zoned to permit a use and regulations acceptable to all affected parties, the Municipality may at its sole option, upon the written request of the Developers, execute and register a release and discharge of this Land Use Contract as it relates to the portion of the Lands so zoned. The Municipality shall be under no obligation to execute or deliver a release and discharge and it shall be in its sole discretion to do so.

34. GENDER:

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

35. BINDING EFFECT:

This Land Use Contract shall enure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns. No person shall be liable hereunder with respect to any obligation arising after that person ceases to be an owner of the portion of the Lands to which that obligation relates.

36. ARBITRATION:

Wherever specifically provided in this Land Use Contract or in the event of any disagreement between the Municipality and any one or more of the Developers concerning the application, interpretation or implementation of any of the provisions of this Land Use Contract, such disagreement shall be resolved by arbitration pursuant to the Arbitration Act of the Province of British Columbia, any reference thereunder being to three Arbitrators one appointed by the Municipality, one by the Developers and the third by the first two. All costs of the arbitration shall be borne by the Municipality as to one-half and by the Developer or Developers involved as to one-half.

In the event that the subject matter of the disagreement is principally one of construction of the Land Use Contract such disagreement may at the instance of either party be resolved by way of originating application pursuant to Rule 10 of the Rules of Court rather than by arbitration.

37. SEVERABILITY:

Should any clause or portion thereof set forth herein be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder of that clause or of this Land Use Contract which shall continue in force and effect and be construed as if this Land Use Contract had been executed without the invalid portion.

38. A public hearing on this Land Use Contract was held on the 13th day of November, 1978.

39. APPLICABLE LAW

Except where otherwise provided in this Land Use Contract every reference to an enactment as defined in the Interpretation Act R.S.B.C. 1979 c. 206 shall be construed as a reference to the enactment from time to time as amended, revised, consolidated or re-enacted and in the event that an enactment referred to herein is repealed and another enactment substituted for it then Section 36 of the Interpretation Act shall apply. Whenever in this Land Use Contract, the Developers are required to comply with a bylaw or the bylaws of the Municipality such requirement shall not be construed as requiring compliance with anything other than lawful provisions of such bylaw or bylaws.

40. All letters of credit required to be provided and deposited by the Developers by the Land Use Contract or any

Schedule thereof shall be clean, unconditional and irrevocable letters of credit in favour of the Municipality and drawn on either a Canadian Chartered Bank or a financial institution satisfactory to the Municipality and in all cases negotiable at the head office of such bank or financial institution in British Columbia or at any branch office in the Municipality.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 8th day of January, 1979.

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

(C/S)

_____

_____

The Corporate Seal of WHISTLER VILLAGE LAND CO. LTD. was hereunto affixed in the presence of:

(C/S)

_____

_____

The Corporate Seal of BLACKCOMB SKIING ENTERPRISES LTD. was hereunto affixed in the presence of:

(C/S)

_____

_____

SCHEDULE "A"

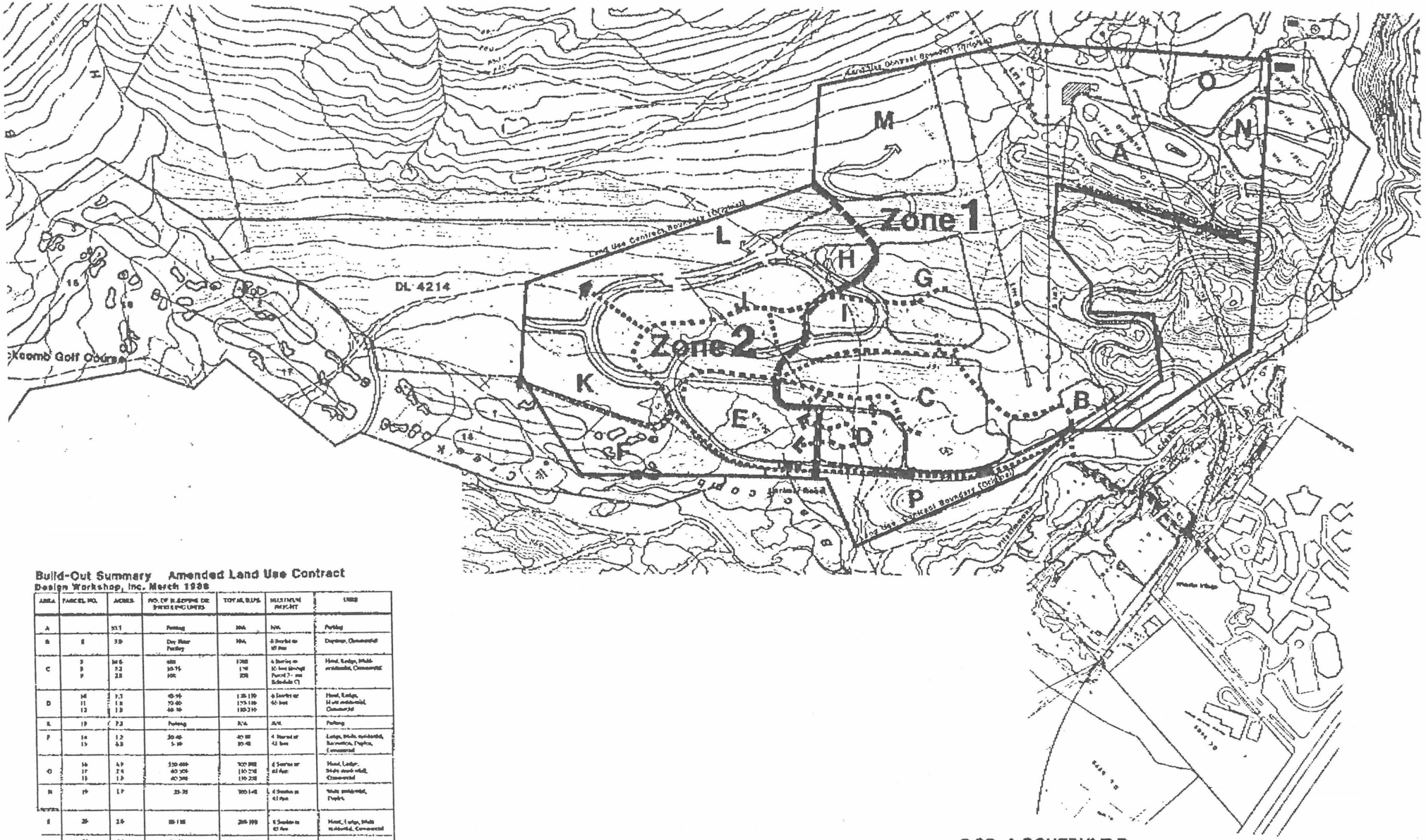
Those land and premises situate, lying and being in the Resort Municipality of Whistler and being more particularly described as:

Legal Description	Registered Owner
Resort Municipality of Whistler Parcel Identifier 008-049-530 District Lot 3866 Except Part in Plans 19506, 21332, 21500, 21501 and 21578	Whistler Village Land Co. Ltd.
Resort Municipality of Whistler Parcel Identifier 008-049-556 District Lot 3903 Except Part in Plans 19506, 20511, 21332, 21364, 21391, 21497, 21500, 21501, 21573 and 21585	Whistler Village Land Co. Ltd.
Resort Municipality of Whistler Lot 1 District Lot 3903 Plan 19506	Blackcomb Skiing Enterprises Ltd.
Resort Municipality of Whistler Lot 6 District Lot 3866 Plan 21500	Blackcomb Skiing Enterprises Ltd.
Resort Municipality of Whistler Parcel Identifier 008-846-308 Lot 11 District Lots 3866 and 3903 Plan 21500	Blackcomb Skiing Enterprises Ltd.
Resort Municipality of Whistler Parcel Identifier 008-849-382 Lot 7 District Lots 3866 and 3903 Plan 21501	Canadian Pacific Hotels Corporation
Resort Municipality of Whistler Parcel Identifier 008-849-404 Lot 12 District Lot 3866 Plan 21501	Canadian Pacific Hotels Corporation

Resort Municipality of Whistler
Parcel Identifier 009-587-047
Lot 9
District Lot 3866
Plan 21578

Bosa Development Corporation

FROM INTRAWEST PROPERTIES
(THU)04.07.'88 08:23 NO.1 PAGE 2/3



Build-Out Summary Amended Land Use Contract
Design Workshop, Inc. March 1988

AREA	PARCEL NO.	ACRES	NO. OF BEDROOMS OR DWELLING UNITS	TOTAL G.F.A.	MAXIMUM HEIGHT	USES
A		20.1	Parking	N/A	N/A	Parking
B	8	3.9	Day Skier Facility	N/A	6 Stories or 65 feet	Daycare, Commercial
C	3 5 9	16.6 2.2 2.8	600 165-75 105	1200 110 205	6 Stories or (C-1 not to exceed Parcel 3 - see Schedule C)	Hotel, Lodge, Multi-residential, Commercial
D	10 11 13	7.1 1.8 1.9	45-90 70-80 60-70	135-170 175-180 180-210	6 Stories or 65 feet	Hotel, Lodge, Multi-residential, Commercial
E	19	7.2	Parking	N/A	N/A	Parking
F	14 15	1.2 6.8	20-40 5-20	40-80 20-40	4 Stories or 45 feet	Lodge, Multi-residential, Townhouse, Duplex, Commercial
G	16 17 18	4.9 2.6 1.9	150-200 60-100 40-200	300-350 150-250 150-250	6 Stories or 65 feet	Hotel, Lodge, Multi-residential, Commercial
H	19	1.7	25-35	100-140	6 Stories or 65 feet	Multi-residential, Duplex
I	20	2.6	80-150	200-300	6 Stories or 65 feet	Hotel, Lodge, Multi-residential, Commercial
J	22 23 24 25 26 27 28	5.1 5.1 5.3 5.9 6.3 3.1 2.6 2.4	25-30 20-25 20-30 50-60 25-35 30-40 30-40 30-40	200-250 160-160 80-120 120-200 100-150 120-150 120-160 120-160	4 Stories or 45 feet	Lodge, Multi-residential, Duplex, Commercial
K	21 30 31	8.7 8.1 2.8	30-35 30-50 15-25	60-80 60-80 40-60	4 Stories or 45 feet	Lodge, Multi-residential, Duplex, Single
L		9.5	70-75	140-200	4 Stories or 45 feet	Multi-residential, Duplex, Single
M		15.5	170-200	300-350	6 Stories or 65 feet	Hotel, Lodge, Commercial, Multi-residential, Duplex
N		7.2	200-250	300-400	6 Stories or 65 feet	Multi-residential
O		4.0	50-70	60-120	4 Stories or 45 feet	Multi-family, Duplex, Lodge
P		3.2	As per Section 3 of Schedule C	As per Section 3 of Schedule C	6 Stories or 65 feet	Recreational, Restaurant, Duplex, Multi-residential
TOTAL		153.7	2000-2500	3200-3500		

Note: This plan forms part of the Blackcomb Land Use Contract and is provided for reference purposes. In the event of any variations or inconsistencies between this plan and the Land Use Contract, the provisions of the Land Use Contract shall govern.

DCP-1 SCHEDULE B
DEVELOPMENT CONCEPT PLAN
March 8, 1988

BLACKCOMB MOUNTAIN

Owner
Blackcomb Skiing Enterprises
P.O. Box 35 Whistler,
British Columbia
Canada V0N 1B0
(604) 932-3141

Planner/Landscape Architects
Design Workshop, Inc
710 East Durant
Aspen, Colorado 81611
(303) 925-3454
U.S.A.

SCHEDULE "C"

For the purposes of this Schedule "C" except where elsewhere in this Land Use Contract defined, the definitions set forth in the Resort Municipality of Whistler Zoning Bylaw No. 303 (in this Schedule "C" called the "Zoning Bylaw") shall apply.

1. ZONE 1

The aggregate total development in Zone 1 shall not exceed 6000 BU's.

Permitted Uses of Land, Buildings and Structures

In Zone 1 the use of land, buildings and structures is restricted to:

(a) indoor and outdoor recreational uses;

(b) commercial uses provided floor area is earned or allocated pursuant to Schedule C-1 hereof and limited to assembly, bakery shops, child care facilities, convenience food and beverages, Licensed Facilities facilities for the sale, rental and repair of sporting goods, laundromat and dry cleaning, office, personal service, commercial indoor and outdoor recreational facilities, restaurants, retail, theatre and video arcades and rentals;

(c) Lodge, Hotel, Hostel, Duplex Residential Building and Multiple Residential Building;

(d) accessory uses, buildings and structures subject to size, height, and siting regulations for accessory uses, buildings and structures set out in Section 5 of the Zoning Bylaw and customarily incidental to and subordinate to the uses permitted in sub-clauses (a), (b) and (c) provided that no more than one dwelling unit wholly contained within and necessary for the operation, administration or maintenance of a Hotel, Lodge or Hostel shall be permitted as an accessory use;

(e) public utility installations excluding any uses which are primarily of a maintenance and storage nature;

(f) skiing facilities including without limitation: administrative and maintenance facilities, ski runs, ski school offices, lift facilities, skier parking, and the Day Skier Service Area defined in Schedule "C-1".

Lot Coverage

Parking areas, buildings, and structures (excluding the facilities set forth in clause 6(a) of this Land Use Contract)

together shall not cover an area greater than eighty percent (80%) of the site area provided a Duplex Residential Building shall not cover an area greater than thirty-five (35%) percent of the site area.

Density

No Duplex Residential Building shall exceed a floor space ratio of .35 calculated pursuant to the provisions of the Zoning Bylaw and no Multiple Residential Building falling within clause 1(c) of the Land Use Contract shall exceed a floor space ratio of 1.5 calculated as aforesaid.

Height

Buildings shall not exceed the lesser of a height of twenty (20) metres or six stories provided that any Hotel situate on Lot 7, District Lots 3866 and 3903 may exceed the aforesaid height limitation but shall in no case be higher than 47 metres calculated and measured in accordance with the Zoning Bylaw. Notwithstanding the foregoing a Duplex Residential Building shall not exceed a height of 10.6 metres calculated and measured as aforesaid

Slope

No building shall be erected on any portion of any site which has a natural slope in excess of 30 percent (30%) except with the consent of the Municipality.

Parking shall be provided pursuant to the requirements and standards set out in Schedule "K".

Setbacks

Except as otherwise permitted by resolution of the Council of the Municipality the minimum setback of any building from a public highway dedicated by plan on deposit in the Land Title Office shall be 7.0 metres. A Single Family Dwelling, a Duplex Residential Building, and a Multiple Residential Building not charged by a Rental Pool Covenant shall be set back from all other parcel boundaries by 3.0 metres or more.

5 Acre Parcel

In this Zone 1, one parcel, no more than 5 acres of which shall be located within the Lands may be used for the following uses: school, educational facilities, fine arts facility, residential facilities associated with the foregoing, and such other residential uses as may be approved by the Municipality at its discretion, which approval may be given by Council resolution prior to the submission of a Technical Concept Plan or application for Development Approval relating to the 5 acre parcel. Once given the terms of any such approval shall be incorporated in and form part of this Land Use Contract and may

be amended in accordance with Clause 28. Nothing herein relieves the owner of the said 5 acre parcel from complying with all other provisions of this Land Use Contract relating to approval of development, subdivision requirements and servicing standards in respect of the said 5 acre parcel.

The Parcel shall have the boundaries shown on Schedule "L" hereto and may be consolidated with land not included in the Lands.

No structures or buildings on any portion of this parcel within the Lands shall require the allocation of BU's.

All buildings and structures situate on the portion of this parcel within the Lands shall otherwise comply with the requirements and restrictions set out in this Zone 1.

2. ZONE 2

The aggregate total development in Zone 2 shall not exceed 3000 BU's.

Permitted Uses of Lands, Buildings and Structures

In Zone 2 the use of land, buildings and structures is restricted to:

(a) Multiple Residential Buildings;

(b) Duplex Residential Buildings;

(c) Single Residential Buildings including a one bedroom auxilliary Dwelling Unit wholly enclosed within the building not exceeding the lesser of 80 square metres or one-third of the total floor area of the building;

(d) buildings and structures accessory to the uses permitted in clauses (a), (b) and (c) provided the same comply with the size, height and siting regulations for accessory buildings and structures provided in Section 5 of the Zoning Bylaw;

(e) accessory off-street parking use;

(f) Lodges including a restaurant and Licensed Facilities;

(g) parks, recreational uses and golf courses and such commercial uses accessory and subordinate thereto as are provided for pursuant to Section I(e) of Schedule C-1.

(h) skiing facilities including without limitation: administrative and maintenance facilities, ski runs, lift facilities and skier parking.

Site Area

A. The minimum site area per Dwelling Unit is as follows:

	MINIMUM SITE AREA PER DWELLING UNIT Level of Service Provided		
	Community Water Supply & Community Sewer System	Community Water Supply But No Community Sewer System	Neither Community Water Supply Nor Community Sewer System
	Sq. Metres	Sq. Metres	Sq. Metres
Single Residential Building	696 or such smaller area as approved under clause B below	Not Permitted	Not Permitted
Duplex Residential Building	418 or such smaller area as approved under clause B below	Not Permitted	Not Permitted
Multiple Residential Building Without a Rental Pool Covenant or Check In Facility			
(a) For each of the first two Dwelling Units	348	Not Permitted	Not Permitted
(b) Each additional Dwelling Unit	139	Not Permitted	Not Permitted

Notwithstanding the foregoing the minimum site area of a Multiple Residential Building, except a Multiple Residential Building conforming to Clause 1(d) of this Land Use Contract, shall not be less than 985 square metres.

B. The Approving Officer, in his sole discretion may approve a subdivision plan or strata plan which provides for certain lots of smaller area than set out above provided that:

(i) the Municipality has requested such approval;

(ii) the average lot area (including the common areas but excluding roads) is not less than the minimum site area otherwise required; and

(iii) the subdivision plan or strata plan is otherwise in compliance with the terms hereof.

Lot Coverage

The maximum lot coverage of all buildings and structures (excluding the facilities set forth in clause 6(a) of this Land Use Contract) together shall not exceed fifty percent (50%) of the lot area provided that no Single Residential Building or Duplex Residential Building shall cover a greater area than thirty-five percent (35%) of the site area.

Slope

No buildings shall be erected on any portion of any site which has a natural slope in excess of 30 percent (30%) except with the consent of the Municipality.

Setback and Height

(1) No building shall be sited within 7 metres of a public highway dedicated by plan on deposit in the Land Title Office.

(2) No building or structure should in any event exceed 13.7 metres in height except that the height of duplex and Single Residential Building shall be limited to a maximum of 10.6 metres. Height shall be calculated and measured as provided in the Zoning Bylaw.

(3) No Single Residential Building, Duplex Residential Building or Multiple Residential Building not charged by a Rental Pool Covenant shall be located within 3 metres of any parcel boundaries not abutting a highway.

Floor Area

The minimum floor area requirement for a Multiple Residential dwelling is thirty-two and one-half (32.5) square metres. The maximum floor space ratio calculated pursuant to the Zoning Bylaw shall not exceed .35 for Single Residential Buildings and Duplex Residential Buildings and for all other buildings of whatsoever nature shall not exceed in the aggregate on any one site a floor space ratio of 1.5.

Parking shall be provided pursuant to the requirements and standards set out in Schedule "K" to this Land Use Contract.

3. ZONE 3

(Intentionally Deleted)

SCHEDULE "C-1"

I. COMMERCIAL SPACE PERMITTED WITHOUT ALLOCATION OF BU'S THEREFOR

Fortress shall be entitled as part of the development of Zones 1 and 2 to construct, provided that such development is otherwise approved under this Land Use Contract, and without allocating BU's therefor (except as hereinafter provided), the following:

(a) one or more buildings in either Zone (herein called the "Day Skier Service Area") which shall be a day skier facilities and may include the following:

(i) ticket office,

(ii) ski school office,

(iii) sporting goods sales, rentals and repairs, storage and public locker rooms,

(iv) administration and accounting office,

(v) first aid,

(vi) cafeteria,

(vii) ski patrol room,

(viii) licensed premises,

(ix) restaurant,

(x) parking structures or parking lots,

(xi) therapy and health facility, and

(xii) display and exhibition area.

The maximum floor area of the Day Skier Service Area excluding parking structures or parking lots shall not exceed 3716 square metres without the allocation of BU's therefor, and the Day Skier Service Area shall otherwise be in compliance with the requirements of this Land Use Contract. This 3716 square metres of floor area may be situated in Zone 1 or Zone 2 or partially in each. Any floor area of the Day Skier Service Area in excess of 3716 square metres shall require the use and allocation of BU's pursuant to Section II of this Schedule C-1 subject to the maximum therein set out.

(b) One or more maintenance buildings and yards (herein called the "Maintenance Area") in Zone 1 to serve for overall maintenance, vehicle, construction and general storage and related uses.

(c) For each Sleeping Unit in a Hotel or Lodge, and for each Dwelling Unit in a Multiple Residential Building having a Check In Facility and charged by a Rental Pool Covenant, the Developers shall earn and may construct an additional 3.7 square metres of commercial floor space without the allocation of BU's therefor ("Earned Commercial Floor Space"); Provided that such additional Earned Commercial Floor Space as aforesaid shall only

be built and constructed where permitted in the Zone and as part of and within any Hotel, Lodge or Multiple Residential Building only up to a maximum of 6.5 square metres per Sleeping Unit in a Hotel or Lodge or in the case of a Multiple Residential Building per Dwelling Unit. Nothing in Section II of this Schedule C-1 shall increase the amount of Earned Commercial Floor Space that may be used and provided in any Hotel, Lodge or Multiple Residential Building.

(d) In any Hotel, Lodge and Multiple Residential Building having a Check In Facility and charged by a Rental Pool Covenant, conference rooms, commissaries, food preparation areas, meeting rooms, convention facilities, common areas, maintenance and utility and administrative areas; and in any Hotel Lodge or Multiple Residential Building swimming pools, tennis courts; and in a day skier facility, commissaries, and food preparation areas, shall not be considered in determining the permitted amount of commercial space and shall be permitted without allocation of BU's therefor.

(e) Commercial floor area accessory and subordinate to a golf course, tennis courts or similar athletic sporting facilities shall be permitted without allocation of BU's therefor up to a maximum of 929 square metres; Provided that the area of any such accessory and subordinate commercial floor area appurtenant to any

one athletic sporting facility shall exceed neither twenty percent (20%) of the actual playing or active area of the sporting facility exclusively devoted to the activity of athletic participants nor 185 square metres. For the purposes of this provision commercial floor area accessory and subordinate to a golf course, tennis courts or similar athletic sporting facilities means pro-shops for the retail sale or rental of equipment and goods directly related to the athlectic activity for which the facility is purpose designed and intended.

(f) No Sleeping Unit or Dwelling Unit provided on the Lands and dedicated exclusively under terms and conditions acceptable to the Municipality for the use and occupation of residents employed in the Municipality shall require the allocation of BU's.

II. <u>COMMERCIAL SPACE FOR WHICH BU'S MUST BE ALLOCATED</u>

In addition to Earned Commercial Floor Space pursuant to subclause (c) of Section I of this Schedule C-1 and in addition to the commercial space authorized by subclause (e) of Section I of this Schedule C-1, there shall be permitted on the Lands where provided for in the Zone other commercial floor space up to a maximum of 2323 square metres (herein called the "Allocated Commercial Floor Space") subject to the following terms and conditions:

(a) each 37 square metres of Allocated Commercial Floor Space shall require the allocation of 1 BU;

(b) no more than 929 square metres of Allocated Commercial Floor Space shall be located outside of a Lodge, Hotel or Multiple Residential Building;

(c) in Zone 1 Allocated Commercial Floor Space may be used and provided in any Hotel, Lodge, Day Skier Facility or in a Multiple Residential Building, charged by a Rental Pool Covenant and having or sharing a Check In Facility on the same site, without restriction up to the maximum of Allocated Commercial Floor Space available and unused pursuant to this Section II of this Schedule C-1; and

(d) in Zone 2 Allocated Commercial Floor Space may be used and provided in any Lodge or in a Multiple Residential Building, charged by a Rental Pool Covenant and having or sharing a Check In Facility on the same site, provided that the commercial use is a permitted use in Zone 2, and provided that the total aggregate commercial floor area of Earned Commercial Floor Space and Allocated Commercial Floor Space shall not in any Lodge or Multiple Residential Building exceed the maximum of Earned Commercial Floor Space permitted in such Hotel, Lodge, or Multiple Residential Building as provided in subclause (c) of Section I of this Schedule C-1.

III. OVER ALL RESTRICTION ON COMMERCIAL SPACE

(a) With the exception only of golf courses and the uses and areas described in Section I(d) of this Schedule C-1 in no event shall the total floor area of commercial uses allowed on the Lands exceed in the aggregate 15,329 square metres.

(b) Without extending the limit above set out, it is further provided that in no event shall the floor area of commercial uses set out in Section III(a) of Schedule C-1, other than restaurants, Licensed Facilities and within a day skier facility ticket offices, ski schools, first aid, ski patrol, administrative and accounting areas, storage and public locker rooms and display and exhibition areas, exceed 4645 square metres.

BLACKCOMB
MOUNTAIN
TECHNICAL CONCEPT PLAN #1
LEGEND
TCP-1 SCHEDULE ①
BLACKCOMB GOLF COURSE
EDGE
15
16
18
20
21
22
23
25
26
27
28
29
12
10

SCHEDULE "E"

"SAOT FORMULA"

The "SAOT FORMULA" (Skier At One Time Formula") to be used to calculate the BU's of Fortress under this Land Use Contract shall operate as follows:

1. One BU is equal to 2 "SKIERS" as that term is defined under the following formula based on the ski lifts constructed or to be constructed by Fortress under the Lease.

2. In order to qualify as a ski lift for the calculation of the number of SKIERS the ski lift must either:

(a) be constructed and operational; or

(b) each of the following must have occured:

(i) the ski lift must be a ski lift provided for under the terms of the Lease other than those lifts referred to in the Lease as Lifts #1 - #4 inclusive or the fourteenth lift built by Fortress;

(ii) Fortress must hold a right-of-way or a right of occupation for the ski lift pursuant to the provisions of the Lease;

(iii) Fortress must have entered into a bona fide firm agreement to lease or to purchase the ski lift, and paid a deposit therefor;

(iv) the lift must be scheduled for completion within a period of one year from the date of delivery of a Certificate;

(v) all lifts for which BU's have previously been earned or allocated under this sub-clause (b) prior to the date of delivery of the Certificate for the ski lift:

(A) shall have been completed within a period of eighteen months from the respective dates of delivery of the Certificates for such lifts subject to any force majeure as provided in clause 9 of this Schedule "E"; or

(B) if not completed, not more than twelve months shall have expired from the date of delivery of the Certificate to the Municipality;

provided always that Fortress shall not at any given time be entitled to earn BU's under this sub-clause (b) for more than three lifts.

3. When Fortress wishes to obtain BU's for a ski lift it shall deliver to the Municipality a certificate (herein this Schedule "E" called the "Certificate") containing:

(a) a statement that the requirements of clause 2 of this Schedule "E" have been complied with and the number of BU's for which the ski lift qualifies;

(b) a statement certified by a professional engineer under his seal appointed or employed by the manufacturer of the ski lift specifying the length, vertical height, hourly capacity, operating speed and design capacity of the ski lift,

and if the ski lift is not constructed and operational the Certificate shall as well contain:

(c) a true copy of the ski lift purchase or lease agreement showing the specifications of the ski lift and the deposit paid; and

(d) a statement that the ski lift when completed and operational will be in substantial compliance with the provisions of the Lease.

The Certificate shall be accompanied by a Statutory Declaration of an officer of Fortress declaring that to the best of his information, knowledge and belief all of the statements and information contained in the Certificate are true and correct.

4. If within forty-five days from its receipt of a Certificate with respect to a ski lift which is constructed and operational the Municipality:

(a) does not deliver to Fortress a letter from the Minister of Lands or his duly authorized representative stating that there is an existing material default by Fortress under the Lease and giving particulars thereof, Fortress shall have earned the number of BU's specified in the Certificate;

(b) delivers a letter to Fortress from the Minister of Lands or his duly authorized representative stating that there is an existing material default by Fortress under the Lease and giving particulars thereof, Fortress shall only earn the BU's specified in the Certificate after Fortress has delivered to the Municipality a letter from the Minister of Lands or his duly authorized representative confirming that the said default has been cured and that there is no existing material default by Fortress under the Lease, or has

obtained at its option either a declaration from a Court of competent jurisdiction or a determination by arbitration in accordance with this Land Use Contract that there was no existing material default under the Lease as set forth in aforesaid letter.

5. If within forty-five days from its receipt of a Certificate with respect to a ski lift which is not constructed and operational the Municipality:

(a) does not deliver:

(i) a letter from the Minister of Lands or his duly authorized representative stating that there is an existing material default by Fortress under the Lease and giving particulars thereof; and/or

(ii) a notice in writing stating that in its opinion the information or one or more of the statements contained in the Certificate is untrue and giving particulars thereof,

Fortress shall have earned the number of BU's specified in the Certificate.

(b) delivers either a letter or notice or both a letter and notice as provided for in sub-clause (a)(i) and (a)(ii) hereof, then Fortress shall only earn the BU's specified in the Certificate after Fortress has obtained at its option either a declaration from a Court of competent jurisdiction or a determination by arbitration in accordance with this Land Use Contract that there was no existing material default under the Lease as set forth in aforesaid letter and that the statements and information set forth in the Certificate were true at the date of delivery of the Certificate; provided always that if the Municipality delivers to Fortress a letter as provided for in sub-clause (a)(i) hereof but does not deliver to Fortress a notice as provided for in sub-clause (a)(ii) hereof then Fortress shall upon delivery to the Municipality of a letter from the Minister of Lands or his duly authorized representative confirming that the default set forth in the said letter has been cured and that there is no existing material default by Fortress under the Lease, earn the BU's specified in the Certificate without the necessity of obtaining either a declaration or determination as aforesaid.

6. The Municipality acknowledges and agrees that it is important for Fortress to have any dispute under this Schedue "E" resolved as soon as possible and agrees to use all reasonable efforts to have any Court proceedings heard or arbitration concluded in as short a period of time as possible.

7. Fortress shall be entitled to re-apply for:

(a) BU's with respect to any ski lift for which BU's have not been earned; and

(b) additional BU's earned as a result of any modification made to existing ski lifts,

and the provisions of this Schedule "E" shall apply.

8. Fortress shall receive credit for ski lifts which qualify under the provisions hereof, on the following basis:

(a) for all ski lifts which have their loading area at an elevation of greater than 3000 feet above sea level and for lifts referred to in the Lease as lifts #6 and #14, then

$$\frac{\text{Number of SKIERS} - \text{Vertical height in feet x of the ski lift}}{\text{Hourly capacity of the ski lift} \times \text{7 hours (being the agreed number of hours of operation per day for the ski lift)} \times .9}{10{,}000 \text{ feet}}$$

(b) for all ski lifts other than lifts #6 and #14 which have their loading area at an elevation of 3000 feet above sea level or less then the formula in (a) is multiplied by .5;

(c) the Town Centre lift referred to in the Lease as Lift #1 and originating in the Town Centre shall not qualify for any BU's under this formula or under this Land Use Contract.

9. If, by reason of strike, lockout, war or acts of military authority, rebellion or civil commotion, material or labour shortage, or labour strikes not within the control of Fortress, fire or explosion, flood, wind, water, earthquake, act of God or other casualty, or any event or matter not wholly or mainly within the control of Fortress and not caused by its default or act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by Fortress (including any act or omission of the Municipality), Fortress is, in good faith and without default or neglect on its part, prevented or delayed in the construction or completion of a ski lift which under the terms of this Land Use Contract it is required to do by a specified date, or within a specific period of time, the date or the period of time within which the ski lift was to have been completed may be extended by a period of time equal to that of such delay or prevention, and Fortress shall not be deemed to be in default if it performs and completes the ski lift in the

manner required by the terms of this Land Use Contract within such extended period of time, or within such further extended period of time as may be agreed upon from time to time between the Municipality and Fortress.

SCHEDULE "F"

Intentionally Deleted

SCHEDULE "G"

Any Development Concept Plan, shall, in relation to the whole of the Lands, be reasonably responsive to:

(a) environmental issues including soils, geology, fish and wildlife, vegetation, and surface and ground water runoff to the extent that consideration of these environmental elements may be of general application within the Municipality;

(b) the year-round destination resort concept for the Municipality;

(c) the provision of trails and walkways consistent with the Town Centre and the Municipality's trail and walkway system;

(d) the provision of such recreational facilities as the Developers may decide and as are suitable for a year-round destination resort and specifically shall provide one heated swimming pool or hot pool for every 600 BUs allocated and one tennis court for every 600 BUs allocated.

SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT made the day of , 1988

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER,
Post Office Box 35
Whistler, British Columbia
VON 1B0

("Whistler")

AND:

WHEREAS:

A. The Developer desires to subdivide the lands in accordance with a plan of subdivision in the form attached hereto as Schedule 1.

B. The Developer is required to construct certain roads and other works and services within the lands as a condition to obtaining approval to subdivide the lands.

C. The Developer has requested approval of the subdivision prior to the construction and installation of the works and is agreeable to entering into this Agreement pursuant to Section 991 of the Municipal Act and to deposit the security herein specified.

NOW THEREFORE in consideration of the premises, the sum of One Dollar ($1.00), receipt of which from Whistler is hereby acknowledged by the Developer and other good and valuable consideration, the parties covenant and agree as follows:

1. In this Agreement:

(a) "approving officer" means the approving officer of Whistler appointed by Council, or such other person as may from time to time be duly authorized to act in his stead by Council or the approving officer;

(b) "completion" means completion of the works to the satisfaction of the engineer when so certified by him in writing;

(c) "engineer" means the municipal engineer of Whistler appointed by Council or such other person as may, from time to time, be duly

authorized to act in his stead by Council, the approving officer or the municipal engineer;

(d) "lands" means those certain lands shown as Lots _____ and __ on the plan or plans of subdivision attached hereto as Schedule 1;

(e) "maintenance deposit" means the letter of credit or other security provided by the Developer to Whistler pursuant to section 7;

(f) "security deposit" means the letter of credit or other security provided by the Developer to Whistler pursuant to section 4;

(g) "subdivision" means the subdivision of the lands in accordance with the plan of subdivision in the form attached hereto as Schedule 1,

(h) "Subdivision Bylaw" means Subdivision Bylaw No. 265, 1981, as amended to the date hereof; and

(i) "works" means the works to be constructed and services to be performed by the Developer in accordance with the Subdivision Bylaw and to the satisfaction of the engineer, including, without limiting the generality of the foregoing, the works and services specified by reference to the drawings and specifications referred to in Schedule 2 hereto.

2. The Developer covenants and agrees to:

(a) pay all arrears of taxes outstanding against the lands on or before the approval of the subdivision;

(b) pay all current taxes levied or to be levied on the lands on the basis of and in accordance with the assessment and tax roll entries to the extent the same are applicable to the lands taking into account the land use contract registered against the lands;

(c) grant a statutory right-of-way over as shown on the plan attached hereto as Schedule A substantially in the form of statutory right-of-way attached hereto as Schedule 3; and

(d) complete the works to the satisfaction of the engineer within 365 days of the date of this Agreement, to the standards required under the Subdivision Bylaw.

3. In addition to the security deposit and the maintenance deposit the Developer agrees to pay to Whistler:

(a) inspection and testing costs actually incurred by Whistler prior to completion of the works and expiry of the maintenance period when the engineer requires inspection and testing in addition to or in substitution for the inspection and testing provided by the Developer, both by its own staff and in retaining the services of a professional engineer registered in the Province of British

Columbia to certify that the works are constructed and installed in accordance with the Subdivision Bylaw; and

(b) all costs actually incurred by Whistler in connecting all utilities to be used for servicing the lands where the Developer has failed to carry out its obligations with respect thereto

it being agreed that, in the event any invoice of Whistler for these costs or disbursements remains unpaid for more than 30 days after its receipt by the Developer, Whistler may recover the amount of the invoice from the security deposit.

4. (a) Forthwith upon execution of this Agreement, the Developer will deposit with Whistler cash, a certified cheque or an irrevocable letter of credit substantially in the form attached hereto as Schedule 4, in the amount of 150% of the cost of the works as estimated by the engineer. A letter of credit shall be drawn on a Canadian chartered bank, trust company or credit union located in Vancouver, North Vancouver, West Vancouver, Burnaby, Richmond, Squamish, Whistler or Pemberton.

(b) The security deposit letter of credit shall terminate on a date between May 1 and October 31, and shall be valid for a minimum of one year from the date of this Agreement. If the works are not completed within the term of the letter of credit the Developer shall renew the letter of credit for a further year, and if the letter of credit has not been renewed 10 days before its expiry, Whistler may draw down the full amount of the letter of credit to be held as the security deposit in lieu of a letter of credit.

(c) If the Developer fails to complete the works within the time provided herein and Whistler then exercises its discretion to complete the works or any part thereof, such action by Whistler shall be at the Developer's expense and the costs thereby actually incurred shall be paid out of the security deposit. The security deposit and any unused proceeds of draws thereunder, after deduction of amounts to which Whistler is entitled, will afterward be returned to the Developer less an administrative fee payable to Whistler of 10% of the costs incurred in completing the works by Whistler. If the security deposit is for an insufficient amount, the Developer will promptly pay any deficiency to Whistler upon receipt of Whistler's invoice. It is understood that Whistler may do all of this work either itself or through contractors and its employees.

(d) If the works are satisfactorily completed as herein provided, the Developer pays all invoices of Whistler as herein required, the Developer deposits the maintenance deposit as herein required and the Certificate of Acceptance has been issued, then Whistler shall forthwith return the cash deposit, certified cheque or letter of credit or any unused proceeds of draws thereunder to the Developer.

5. (a) The Developer covenants and agrees to comply with the provisions of all applicable Whistler bylaws throughout the construction of the works.

(b) In the event the Developer leaves material or debris on any road during or after the construction of the works, the Developer agrees that Whistler may forthwith remove such material and debris at the expense of the Developer. The cost of the removal is to be the actual cost of removal incurred by Whistler plus an amount equal to 10% of that cost.

(c) In the event that any invoice from Whistler for the removal of such material or debris remains unpaid for more than 30 days after receipt of the same by the Developer, Whistler is authorized to deduct the amount of such invoice from the security deposit.

6. (a) The Developer shall not employ any person who, in the opinion of the engineer, is unqualified or not skilled in the work assigned to him.

(b) The Developer shall at all times in connection with the execution of the work employ a competent general superintendent satisfactory to the engineer. It is agreed that if the individual so employed is not satisfactory to the engineer the Developer will forthwith on request by the engineer replace the general superintendent and hire an individual who is regarded by the engineer as satisfactory. Any explanations, orders, instructions, directions and requests given by the engineer to the superintendent retained by the Developer shall be held to have been given to the Developer.

7. The Developer covenants and agrees to:

(a) modify and reconstruct the works prior to the issuance of the Certificate of Acceptance, should the works prove to be in any way defective or not operate, so that any defects are corrected and so that the works shall be fully operative and function in accordance with the requirements and standards contained in Subdivision Bylaw No. 265, 1981 and the design as described in Schedule 2 ;

(b) remedy any defects appearing within a period of one year from the date of completion of the works and pay for any damage to other work or property resulting therefrom, save and except for defects caused by reasonable wear and tear, negligence of Whistler, its servants or agents, acts of God or by vandalism proved to have been committed after the date of completion;

(c) deposit with Whistler for a period of one year from completion of the works cash, a certified cheque or an irrevocable letter of credit substantially in the form attached hereto as Schedule 4, in the amount of 10% of the cost of the works and in the event the Developer fails to comply with its obligations under subsection 7(a) or (b), Whistler may pay the cost of carrying out the required work from the security provided pursuant to this section; and

(d) remedy any defects appearing within a period of one year from the date of completion of the repair of any defects pursuant to subsection 7(b) and pay for any damage to other work or property

resulting therefrom, save and except for defects caused by reasonable wear and tear, negligence of Whistler, its servants or agents, acts of God or by vandalism proved to have been committed after the date of completion of repair of such defects. An amount of 200% of the value of the works found deficient under this clause shall be retained for a period of one year from the date of the repair of the deficiency as a maintenance deposit.

8. The Developer will submit to Whistler final record drawings consisting of three sets of paper prints and one set of mylar transparencies sealed by a professional engineer registered in the Province of British Columbia, of the works as constructed and as accepted by the engineer.

9. The satisfactory completion of the works shall be established only by confirmation in writing of the completion by the engineer in a Certificate of Acceptance. The Municipality will cause the engineer to inspect the works forthwith upon completion thereof and to issue such certificate forthwith upon the Developer being entitled to receipt thereof.

10. Subject to the termination of the Developer's obligations hereunder as provided for in section 12, the Developer covenants and agrees to save harmless and indemnify Whistler from and against:

(a) all actions and costs of any proceeding, damages, expenses, claims and demands related to construction and installation of any work or service done or provided under this Agreement;

(b) all expenses and costs which may be incurred by reason of this Agreement, or resulting from damage to any property owned in whole or in part by Whistler or which Whistler is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain; and

(c) all expenses and costs which may be incurred by reason of liens or non-payment of labour or materials, workers' compensation assessments, unemployment insurance, or federal or provincial tax.

11. Whistler covenants and agrees with the Developer:

(a) to permit the Developer to perform all the works herein upon the terms and conditions herein contained; and

(b) that Whistler and the engineer shall be responsible in their requirements where this Agreement confers discretion upon Whistler or the engineer.

12. Whistler covenants and agrees that, upon satisfactory completion by the Developer of all the covenants and conditions in this Agreement, excluding the obligations of the Developer set out in subsections 7(b), 7(c) and 7(d), it will provide the Developer with a Certificate of Acceptance of the works, signed by the engineer. Thereafter the works shall become the property of Whistler and be the sole responsibility of Whistler and the Developer shall have no further obligation hereunder except under subsections 7(b), 7(c) and 7(d).

13. The Developer covenants and agrees that Whistler may withhold the granting of an occupancy permit for any building, or part thereof, upon a lot within the lands until all of the works have been completed with respect to such lot.

14. It is understood and agreed that Whistler has made no representations, covenants, warrants, guarantees, promises or agreements with the Developer other than those in this Agreement.

15. Wherever the singular or masculine are used in this Agreement, the same shall be deemed to include the plural, feminine, body politic or body corporate as the context so requires; all references to each party hereto includes the successors and assigns of that party where the context so requires or the parties so require; this Agreement shall enure to the benefit of and be binding on the parties hereto and their successors and assigns; and time shall be of the essence of this Agreement.

16. If any section or portion of this Agreement is declared or held invalid for any reason, such invalidation shall not affect the validity of the remainder of that section or of this Agreement and this Agreement shall continue to be in force and effect and be construed as if it had been executed without the invalid portion.

17. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office in the City of Vancouver or the Resort Municipality of Whistler (and if so shall be deemed to be delivered on the third business day following such mailing, except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is addressed as follows:

to the Developer at:

Attention:

with a copy to:

Attention:

to the Municipality at:

Resort Municipality of Whistler
P.O. Box 35
Whistler, British Columbia
VON 1B0

Attention: Clerk

or to such other address to which a party hereto from time to time notifies in writing the other party hereto.

18. The following appendices are annexed to and form part of this Agreement:

Schedule 1	Proposed Plan of Subdivision
Schedule 2	Works
Schedule 3	Form of Agreement of Statutory Right-of-Way
Schedule 4	Form of Letter of Credit

19. All obligations of the parties hereto will be suspended so long as the performance of such obligation is prevented or hindered in whole or in part, by reason of labour dispute, fire, act of God, unusual delay by common carriers, earthquake, act of the elements, riot, civil commotion or inability to obtain necessary materials on open market.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

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

C/S

_____
Mayor

_____
Clerk

The Common Seal of was hereunto affixed in the presence of:

C/S

_____
Title:

The form of this Agreement and amount of the security deposit letter of credit is approved by the Approving Officer of Whistler this day of , 1988.

_____
APPROVING OFFICER

RENEWAL

Whistler and the Developer hereby agree this ____ day of _____, 1989 that this Agreement and the security deposit herein is hereby renewed for a further period of 12 months in form identical to this Agreement which renewal is approved by the approving officer.

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

C/S

_____
Mayor

_____
Clerk

The Common Seal of was hereunto affixed in the presence of:

C/S

_____
Title:

_____
APPROVING OFFICER

This is page eight (8) of a Subdivision Development Agreement made the day of , 1988 between Resort Municipality of Whistler and

SCHEDULE 1

PROPOSED SUBDIVISION PLAN

SCHEDULE 2

WORKS

The works are those works and services described in the following drawings and specifications:

SCHEDULE 3

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

APPLICATION

NATURE OF CHARGE: Statutory Right of Way

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

True Value: Nominal

Herewith Fees of: $25.00

Parcel Identifier No.(s):_____

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

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

Signature of Solicitor

ACCESS AND UTILITY STATUTORY RIGHT OF WAY

THIS AGREEMENT dated the day of , 1987

BETWEEN:

(the "Grantor")

AND:

RESORT MUNICIPALITY OF WHISTLER
Post Office Box 35
Whistler, British Columbia
VON 1B0

(the "Municipality")

WHEREAS the Grantor is the registered owner of the Lands defined herein;

AND WHEREAS the Municipality requires and the Grantor has agreed to grant to the Municipality the Statutory Right of Way defined herein;

AND WHEREAS this Statutory Right of Way is necessary for the operation and maintenance of the Municipality's undertaking;

NOW THEREFORE in consideration of the premises, of the sum of ONE DOLLAR ($1.00) receipt of which from the Municipality is hereby acknowledged by the Grantor and other good and valuable consideration THE PARTIES AGREE AS FOLLOWS:

1. The Grantor hereby grants in perpetuity:

(a) to the Municipality the non-exclusive right at all times to:

(i) enter over, on, in and under ALL AND SINGULAR that certain parcel of land situated in the Resort Municipality of Whistler, British Columbia which is more particularly known as:

Lot __
District Lot
Plan _____

(the "Lands")

(A) conduct surveys and examinations;

(B) dig up, remove and replace soil; and

(C) construct, install, operate, maintain, clean, cover with soil, alter, relocate, renew, inspect and replace power poles, transmission lines, pipes, culverts, retaining walls, wing walls, manholes, meters, pumps, valves and similar equipment, or any of them, together with all ancillary attachments and fittings (all of which are collectively called the "Works")

for the purpose of conveying, draining, containing, protecting, metering or disposing of water, gas, sewage, liquid waste, electrical energy, communication services, or any of them;

(ii) bring onto the Lands all materials and equipment it requires or desires for any of the foregoing purposes;

(iii) clear the Lands and keep it clear of anything which in the opinion of the Municipality constitutes or may constitute an obstruction to the use of the Lands or to the Works; and

(iv) do all acts which in the opinion of the Municipality are incidental to the foregoing;

(b) to the Municipality and to every member of the public the non-exclusive right:

(i) of passage at all times to enter over, on and in the Lands to the same extent as if the Lands was a public highway; and

(ii) do all acts which are in the opinion of the Municipality incidental to the foregoing.

2. The Grantor shall:

(a) not do or permit to be done any act or thing which in the opinion of the Municipality might interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of the Lands or to the Works;

(b) allow the Municipality to trim or, if necessary, cut down any tree to other growth on the Lands which in the opinion of the Municipality constitutes or may constitute a danger or obstruction to those using the Lands or to the Works;

(c) permit the Municipality to bring on to the Lands all material and equipment, including motor vehicles, it requires or desires for the use by it of the Lands;

(d) permit the Municipality to clear the Lands and keep it clear of anything which in the opinion of the Municipality constitutes or may constitute a danger or obstruction to those using the Lands; and

(e) permit the Municipality, and every member of the public for the period during which the Municipality accepts this grant but not beyond the day if ever on which the Municipality releases this grant, to peaceably hold and enjoy the rights hereby granted.

3. The Municipality shall:

(a) use the Lands and carry out the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Grantor, the Lands or any improvement on the Lands;

(b) not bury, without the prior written consent of the Grantor, debris or rubbish in excavations or backfill;

(c) remove shoring and like temporary structures as backfilling proceeds;

(d) rake up all rubbish and construction debris it creates in order to leave the Lands in a reasonably neat and clean condition;

(e) exercise the utmost care not to damage the Lands or any improvement on the lands and if the Municipality should cause any such damage restore such damaged Lands or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or where the Municipality deems restoration to be impractical reimburse the Grantor for all damage the Municipality has caused but not restored;

(f) maintain, care for and clean the surface of the Lands and remove grass and other growth from the surface of the Lands as required by the Municipality and do all other things deemed by the Municipality to be reasonably necessary for the safe use and preservation of the Lands;

(g) accept sole responsibility for carrying out the Works; and

(h) not be unreasonable in its opinions herein.

4. All chattels and fixtures installed by the Municipality over, on, in or under the Lands are and shall remain owned by the Municipality, any rule of law or equity to the contrary notwithstanding.

5. Notwithstanding anything herein contained the Municipality reserves all rights and powers of expropriation otherwise enjoyed by the Municipality.

6. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party; this Agreement runs with the Lands; whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:

(a) that party has been served personally, on the date of service; or

(b) mailed by pre-paid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is the earlier, so long as the notice is mailed to the party at the most recent

address shown on title to the Lands in the records of the Vancouver Land Title Office for that party or to whatever address the parties from time to time in writing agree to;

whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires; every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows; any opinion which the Municipality is entitled by virtue of this Agreement to form may be formed on behalf of the Municipality by the Municipal Engineer in which event the opinion of the Municipal Engineer shall be deemed to be the opinion of the Municipality for the purposes of this Agreement; nothing herein grants to the Municipality any interest in the riparian or littoral rights of the Grantor to the lands which may accrete to the Lands; 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 shall be severed and the decision that is invalid shall not affect the validity of the remainder of this Agreement; this Agreement shall inure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary; and this Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

7. Nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Lands in any manner which does not unreasonably interfere with the exercise by the Municipality and others who benefit hereunder of the rights of way hereby granted.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

The Corporate Seal of)
)
was hereunto affixed in)
the presence of:)
) C/S
_____)
Title: _____)
(Authorized Signatory))

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

_____

Title: Mayor

_____

Title: Clerk

C/S

This is page six (6) of an Access and Utility Statutory Right of Way dated the day of , 1987 between and the RESORT MUNICIPALITY OF WHISTLER.

7055j/1-6

LAND TITLE ACT

FORM 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the _____ day of _____, 1987, at the City of Vancouver, in the Province of British Columbia,

, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of ROYAL TRUST CORPORATION OF CANADA 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 the City of Vancouver in the Province of British Columbia of this _____ day of _____, 1987.

_____
A Commissioner for taking
Affidavits for British Columbia

SCHEDULE 4

Form of Letter of Credit

[Bank Letterhead]

Date: _____

No.: _____

Resort Municipality of Whistler
P.O. Box 35
Whistler, B.C.
VON 1B0

Dear Sirs:

At the request of _____ we hereby establish in your favour our irrevocable credit for a sum not exceeding _____ Dollars ($). This credit shall be available to you by sight drafts drawn on the Bank of _____ when supported by your written demand for payment made upon us.

This Letter of Credit is required in connection with an undertaking by the Developer to perform certain works and services required by you.

We specifically undertake not to recognize any notice of dishonour of any sight draft that you shall present to us for payment under this Letter of Credit.

You may make partial drawings or full drawings at any time.

We shall honour your demand without enquiring whether you have a right as between yourself and our customer.

If you have not demanded on this Letter of Credit in full by _____ it will be considered cancelled unless other arrangements or a renewal have been made with the Bank prior to the aforementioned date.

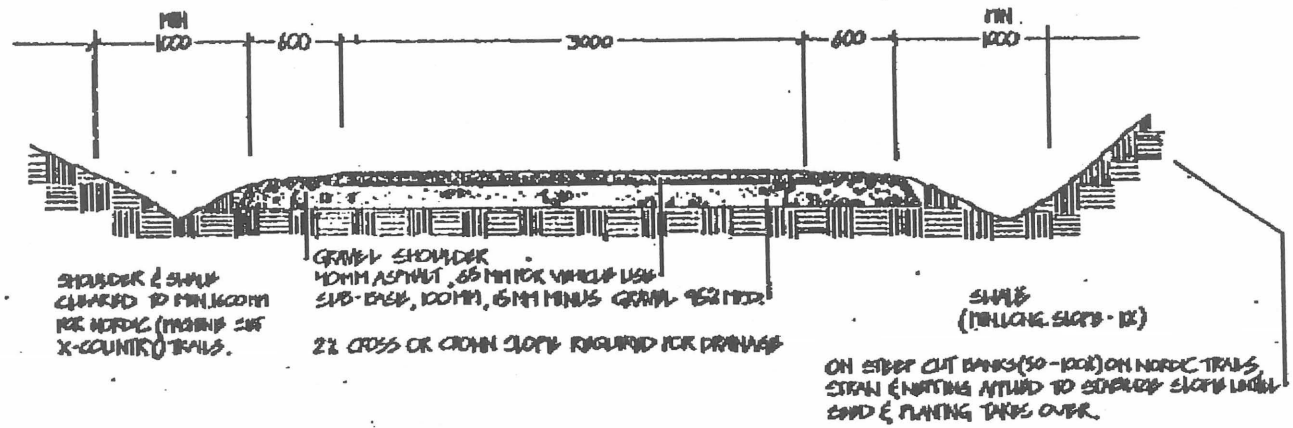
Except so far as otherwise expressly stated, this Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce - Publication 400.

Our reference for this Letter of Credit is the Bank of _____.

Letter of Credit No. _____.

BANK OF _____

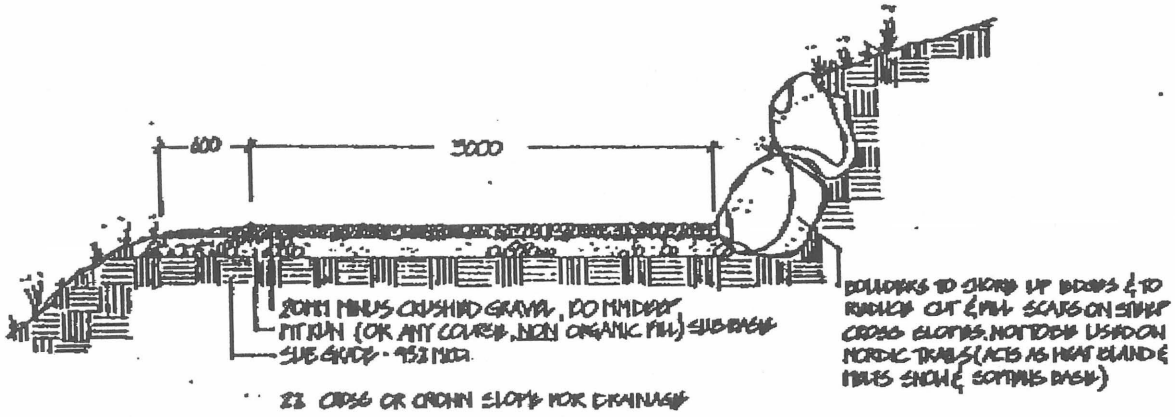
per: _____



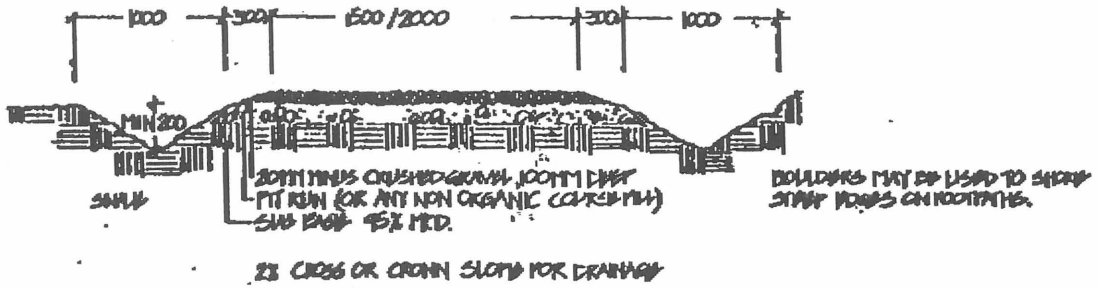
VALLEY TRAIL

SCHEDULE "I"
P. 2

RESORT MUNICIPALITY OF WHISTLER	VALLEY TRAIL STANDARD			PRELIMINARY NOT FOR CONSTRUCTION
	scale 1:50	date DEC. 87	drawn EB	appr.	sheet 2 of 3



GRAVEL TRAIL



PEDESTRIAN FOOTPATH

SCHEDULE "I"
P. 3

RESORT MUNICIPALITY OF WHISTLER	VALLEY TRAIL STANDARD				PRELIMINARY NOT FOR CONSTRUCTION
	scale 1:50	date DEC. '87	drawn EB	appr.	sheet 3 of [illegible]

SCHEDULE "J"

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

APPLICATION

NATURE OF CHARGE:
Section 215 Covenant

Parcel Identifier No.:

Herewith Fees of: $25.00
Full Name, Address, Telephone Number of person presenting application:

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

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

Signature of Solicitor

THIS AGREEMENT made as of the day of , 1988

BETWEEN:

(the "Covenantor")

OF THE FIRST PART

AND:

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

(the "Municipality")

OF THE SECOND PART

WHEREAS:

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

Lot
District Lot
Plan

(the "Lands");

B. It is of mutual interest to the Covenantor and the Municipality that the accommodation built on the Lands be used in a manner which will maximize the number of people occupying such accommodation; and

C. 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 Covenantor (the receipt and sufficiency whereof is hereby acknowledged), the Covenantor covenants and agrees with the Municipality as follows:

1. Each and every unit of residential dwelling unit (a "Unit") now or hereafter created on the Lands shall be used in the following manner:

(a) all Units shall be placed in or listed with a bona fide rental pool arrangement or a bona fide rental management arrangement (collectively called a "Rental Pool") through which the Units will be made available for rental to the public;

(b) the Rental Pool may allow use of the Unit by the owner of the Unit or his nominees or designatees (collectively called an "Owner") for such periods as the Owner may determine. The Rental Pool shall require that the Owner shall make a prior reservation of the period or periods for which the Owner wishes to occupy the Unit for his use, such reservation to be made in accordance with the provisions of the Rental Pool; and

(c) the Rental Pool shall provide that in the event an Owner has reserved a Unit for his own use and is unable to occupy the Unit for any substantial period of time for which the Unit has been reserved by him, such Owner shall forthwith inform the Rental Pool and make the Unit available for rental to the public for the period for which such Owner will be unable to occupy the Unit.

2. The Municipality, by resolution of its Council, may upon such terms as it deems appropriate, release any Unit from the provisions of paragraph 1 herein.

3. 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, 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 Covenantor.

4. 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.

5. Notwithstanding anything contained herein, neither the Covenantor 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 Covenantor named herein or any future owner ceases to have any further interest in the Lands.

6. Forthwith upon request from time to time of the Covenantor, the Municipality will confirm in writing to any third party that the terms of this Covenant have been complied with or, if that is not the case, details of the extent to which this Covenant has not been complied with.

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)
a was)
hereunto affixed in the)
presence of:)
) C/S
_____)
Title: _____)
(Authorized Signatory))

The Common Seal of RESORT)
MUNICIPALITY OF WHISTLER was)
hereunto affixed in the)
presence of:)
)
_____) C/S
Title: Mayor)
)
_____)
Title: Clerk)

7846j

SCHEDULE "K"

PARKING AND LOADING REQUIREMENTS

1.0 GENERAL REQUIREMENTS

Parking and loading spaces shall be provided and maintained in accordance with the regulations in this Schedule.

2.0 GENERAL REQUIREMENTS FOR PARKING & LOADING SPACES

2.1 Parking and loading spaces shall be provided and continuously maintained in accordance with Schedule K-1.

In Schedule K-1, Column 1 classifies the use; Columns II and III set out the number of parking and loading spaces that are to be provided.

2.2 If a use is not specifically mentioned in Column I of Schedule K-1, then the number of parking and loading spaces required shall be calculated on the basis of the most similar use that is listed in the schedule.

2.3 Where a calculation of the total required parking or loading spaces results in a fractional number of 0.5 or greater, the required number of spaces shall be rounded to the next highest number, and in no case shall less than 1 space be provided.

2.4 If a building or structure contains more than one use or provides collective parking for more than one class of building or use, the total number of spaces required shall be the sum of the various classes of uses calculated separately, and except as permitted in this section, a space required for one use shall not be included in the requirement for any other use.

2.5 Adequate provision shall be made for vehicles to gain access from a highway to all parking and loading spaces by means of an unobstructed manoeuvering aisle.

3.0 PARKING FOR DISABLED PERSONS

3.1 Parking spaces for disabled persons shall be provided at 1 space per 40 sleeping units or guest rooms or part thereof, and 1 space per 100 parking spaces or part thereof required for commercial uses.

3.2 All parking for disabled persons shall be located adjacent to a main entrance of a building for which the parking is required, and marked with a sign identifying each space reserved for such parking.

3.3 All parking spaces for disabled persons shall be a minimum width of 3.7 metres and a minimum length of 6.1 metres.

4.0 LOCATION OF PARKING & LOADING SPACES

4.1 The regulations in this subsection apply to all parcels.

4.1.1 Except as otherwise permitted in Section K-2, all parking spaces shall be located on the same parcel as the building or use for which they are required.

4.1.2 All loading spaces shall be located on the same parcel as the building or use for which they are required.

4.1.3 When a building is enlarged, altered, or a change in the use occurs which requires a greater number of parking or loading spaces, the additional parking or loading spaces required under the provisions of this Schedule shall be provided. In addition, any spaces removed due to the enlargement or alteration shall be replaced.

4.1.4 (a) Parking spaces and driveways, except those driveways which connect a parking area to a highway, are prohibited in setback areas in parcels containing lodge, hotel, hostel or commercial uses.

(b) In all parcels containing multiple residential buildings, not more than 50 percent of setback areas shall be used for parking spaces and driveways.

(c) In all parcels containing hostels, no parking space shall be located within 1.2 metres of a parcel boundary.

4.2 The regulations in this subsection shall apply to parcels other than parcels used for retail sale of both liquor and groceries, for financial institutions or as a post office.

4.2.1 Required parking spaces may be provided on land other than that to be developed provided that:

(a) the alternate parking site is located within a distance of fifty (50) metres from the site where the principal building is located or where the use requiring provision of parking is carried on; and

(b) the alternate parking site is secured by an easement or restrictive covenant in a form acceptable to the Municipality and is registered against the title of the lands upon which the parking is located requiring the parking to be provided for the building, structure or use which requires the parking. Such easement or restrictive covenant shall contain a clause prohibiting release, discharge, surrender, or modification without the written approval of the Municipality.

4.2.2 Notwithstanding clause 4.2.1 hereof, the parking requirement for Lot 8 of Phase I and Lots 10, 11 and 12 of Phase II all identified on the Development Concept Plan may be satisified off site provided such parking is provided on Parcel 9 shown on the said Development Concept Plan which Parcel 9 is situate in Area C delineated on the Development Concept Plan. Such parking shall be secured as provided in Section 4.2.1(b).

4.3 No parking spaces shall be located within the setback area of a parcel boundary in all parcels fronting a Controlled Access Highway.

5.0 PARKING AND LOADING DESIGN STANDARDS

5.1 (a) A parking space which has a roof or other strucutre above it shall:

(i) be not less than 2.4 metres in width and 5.5 metres in length; and

(ii) have a minimum vertical clearance of 2.13 metres.

(b) Parking spaces for compact automobiles may comprise up to 20 percent of the parking spaces required for a building or use:

(i) be not less than 2.25 metres in width and 4.5 metres in length;

(ii) have a minimum vertical clearance of 2.13 metres;

(iii) be grouped together in a separate parking area designated for compact automobiles only; and

(iv) have a roof or other structure above.

(c) A loading space shall:

(i) be not less than 3 metres in width and 9 metres in length;

(ii) have a minimum vertical clearance of 4 metres.

(d) Any covered parking space which has a roof or other structure above it shall comply with Table 1: Minimum Dimensions for Aisle Width and Depth of Stall to Aisle.

Table 1: Minimum Dimensions for Aisle Width and Depth of Stall to Aisle

Width of Stall (metres)	Angle of Parking (Degrees)	Minimum Width of Aisle (metres)	Minimum Depth of Stall Perpendicular to Aisle (metres)
2.4 metres	90	* 6 metres	5.5 metres
2.4 metres	60 to 90	**5.5 metres	5.8 metres
2.4 metres	45 to 60	**3.6 metres	5.5 metres
2.4 metres	30 to 45	**3.2 metres	5.2 metres

* Two way circulation required.
** One way circulation required.

5.2 All uncovered parking spaces shall have a minimum width of 2.4 metres and a minimum length of 6.1 metres.

5.3 Where a parking space abuts a fence or other structure on one or both sides, the minimum width of the parking space shall be 3 metres.

5.4 Driveway gradients

5.4.1 The maximum gradient of a driveway shall not exceed 6 per cent within a distance of 3 metres from an edge of pavement of a Municipal or private roadway, or from the existing ditch, or ditch required under Municipal regulations, whichever distance is greater.

5.4.2 The maximum permitted gradient for driveways which access off-street parking for all commercial, lodge, hotel, hostel and indoor recreation uses is 6 percent.

5.4.3 For driveways that slope downwards from a road for all single, duplex and multiple residential uses, the following regulations apply:

5.4.3.1 The maximum average gradient shall not exceed ten percent.

5.4.3.2. A maximum gradient of fifteen percent is permitted over one portion of a driveway not exceeding 3 metres in length.

5.4.4 For driveways that slope upwards from a road for all single, duplex and multiple residential uses, the maximum gradient shall not exceed:

5.6.4.1 21 percent over one portion of a driveway not exceeding 6 metres in length where the obtuse angle of entry from the roadway is 130 degrees or greater.

5.6.4.2 18 percent over one portion of a driveway not exceeding 7 metres in length where the obtuse angle of entry from the roadway is 120 degrees or greater.

5.6.4.3 15 percent over one portion of a driveway not exceeding 8 metres in length where the obtuse angle of entry from the roadway is 110 degrees or greater.

5.6.4.4 12 percent where the obtuse angle of entry from the roadway is 90 degrees or greater.

5.6.5 Driveways with a gradient of 13% to 21% shall terminate with at least one required parking space.

5.6.6 The maximum permitted gradient for all uncovered parking areas is 5 percent.

6.0 PARKING AND LOADING CONSTRUCTION STANDARDS

6.1 Parking and loading spaces and access areas for all commercial, golf course, hotel, lodge, hostel and multiple residential uses shall be surfaced with asphalt paving, concrete or brick, stone, or concrete paving stone surface.

6.2 Each parking and loading space for all commercial, hotel, lodge, hostel and multiple residential uses shall be permanently delineated with white or yellow paint.

SCHEDULE "X-1"

Regulations

The following regulations apply:

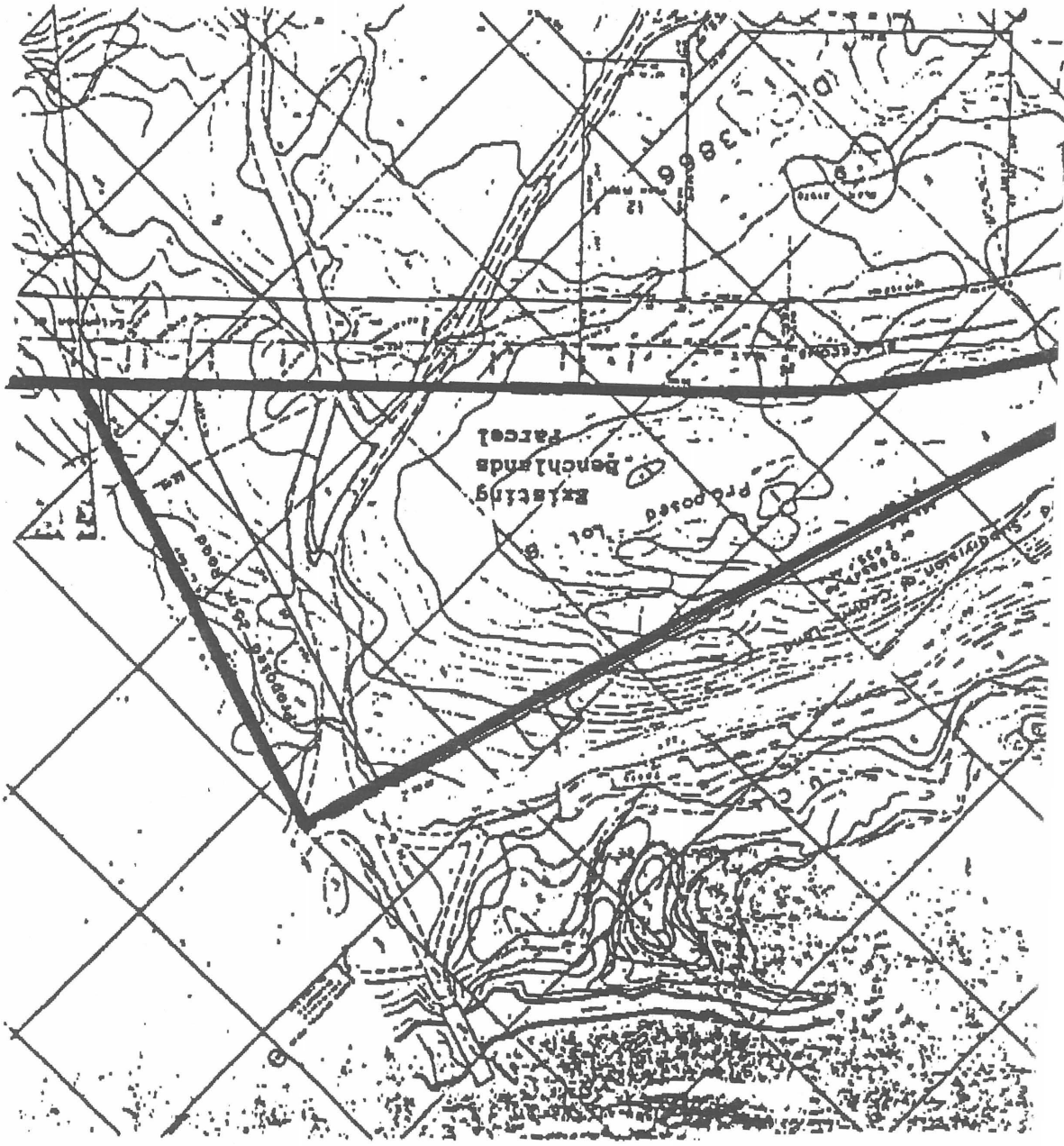
COLUMN I Type of Use	COLUMN II Required Parking Space	COLUMN III Required Loading Space
Hotel, Lodge and hostel but excluding related commercial service uses for:		
0 - 100 sleeping units or guest rooms	0.175 spaces per 10 square metres of residential floor area, OR, 0.75 spaces per sleeping unit or guest room, whichever is greater	1 space for each Tourist Accommodation Building
101 - 200 sleeping units or guest rooms	0.150 spaces per 10 square metres of residential floor area, OR, 0.65 spaces per sleeping unit or guest room, whichever greater	1 space for each Tourist Accommodation Building
201+ sleeping units or guest rooms	0.125 spaces per 10 square metres of residential floor area, OR, 0.55 spaces per sleeping unit or guest room, whichever is greatest	1 space for each Tourist Accommodation Building
Multiple Residential buildings	1 space per 50 square metres of gross floor area in a dwelling unit plus 0.5 space for every additional 50 metres of gross floor area to a maximum of 2 spaces per dwelling unit	1 space for each Tourist Accommodation Building

Regulations

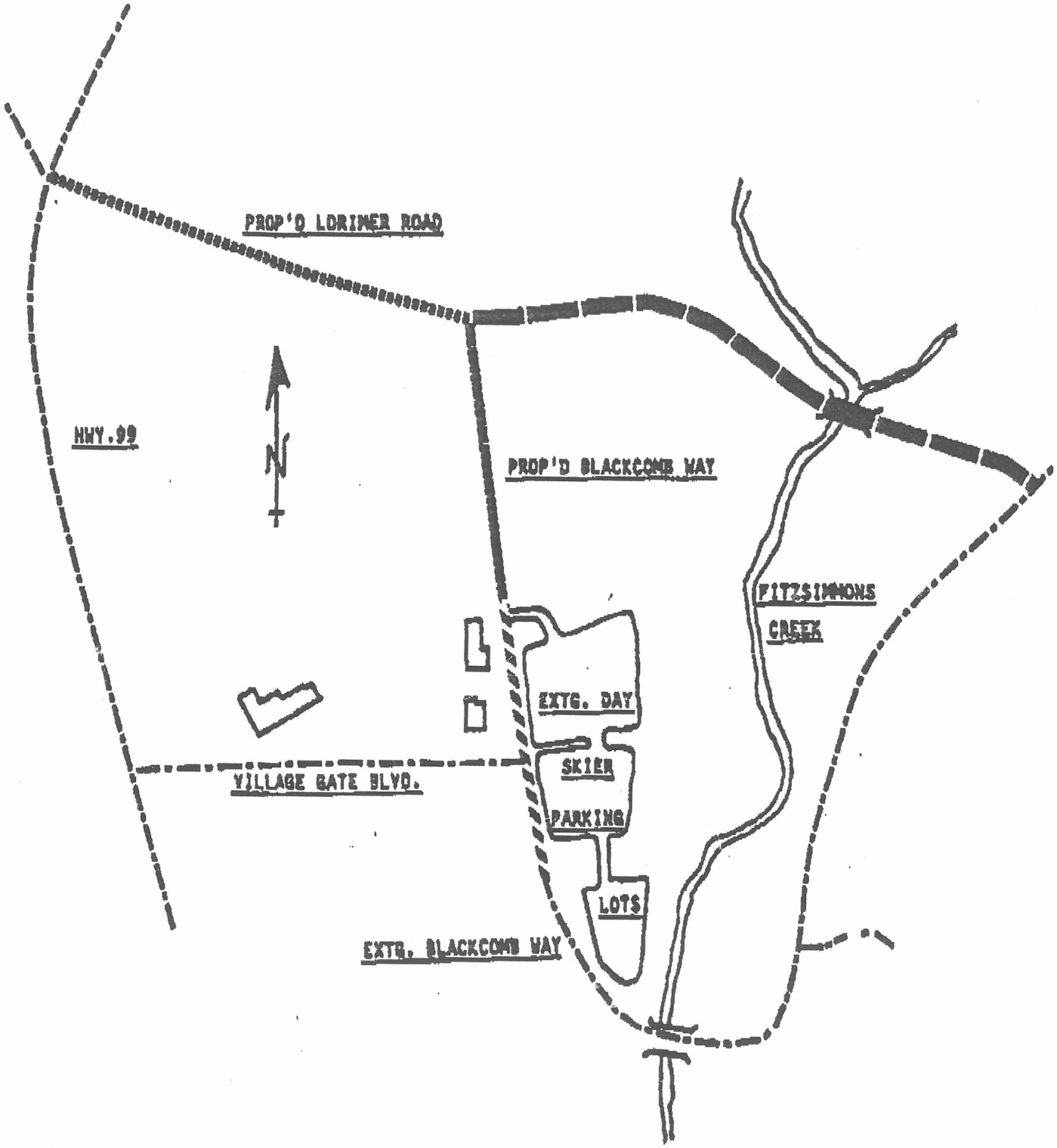
The following regulations apply:

COLUMN I Type of Use	COLUMN II Required Parking Space	COLUMN III Required Loading Space
Commercial uses including office, retail, personal service, delicatessan, bakery shop, child daycare facility, laundromat and dry cleaning, sporting goods rental and repair, indoor and outdoor recreation, convenience food and beverages, theatre and video arcades and rental, restaurant and premises or portins thereof licensed for the sale and consumption of alcoholic beverages on the premises.	3 spaces per 100 square metres of gross floor area of the Commercial use.	1 space per 1,400 square metres of gross floor area.
Assembly and theatre	1 space per 50 seats for assembly purposes.	1 space per 3,000 square metres of gross floor area.
Golf Course	4 spaces per installed golf hole or green	none required
Residential building containing 2 or less dwelling units	2 spaces per dwelling unit with a gross floor area of 235 square metres or less, 3 spaces per dwelling unit with a gross floor area in excess of 235 square metres	None required
Residential building containing 3 or more dwelling units	1 space per 50 square metres of gross floor area in a dwelling unit plus 0.5 space for every additional 50 square metres of gross floor area to a maximum of 2 spaces per dwelling unit	None required

SCHEDULE "L"


Existing
Benchlands
Parcel
Proposed
Lot 8
Proposed 25 m Road
Lot 7
Lot 6
Lot 5
Lot 4
Lot 3
Lot 2
Lot 1
Lot 9
Lot 10
Lot 11
Lot 12
Lot 13
Lot 14
Lot 15
Lot 16
Lot 17
Lot 18
Lot 19
Lot 20
Lot 21
Lot 22
Lot 23
Lot 24
Lot 25
Lot 26
Lot 27
Lot 28
Lot 29
Lot 30
Lot 31
Lot 32
Lot 33
Lot 34
Lot 35
Lot 36
Lot 37
Lot 38
Lot 39
Lot 40
Lot 41
Lot 42
Lot 43
Lot 44
Lot 45
Lot 46
Lot 47
Lot 48
Lot 49
Lot 50
Lot 51
Lot 52
Lot 53
Lot 54
Lot 55
Lot 56
Lot 57
Lot 58
Lot 59
Lot 60
Lot 61
Lot 62
Lot 63
Lot 64
Lot 65
Lot 66
Lot 67
Lot 68
Lot 69
Lot 70
Lot 71
Lot 72
Lot 73
Lot 74
Lot 75
Lot 76
Lot 77
Lot 78
Lot 79
Lot 80
Lot 81
Lot 82
Lot 83
Lot 84
Lot 85
Lot 86
Lot 87
Lot 88
Lot 89
Lot 90
Lot 91
Lot 92
Lot 93
Lot 94
Lot 95
Lot 96
Lot 97
Lot 98
Lot 99
Lot 100
Lot 101
Lot 102
Lot 103
Lot 104
Lot 105
Lot 106
Lot 107
Lot 108
Lot 109
Lot 110
Lot 111
Lot 112
Lot 113
Lot 114
Lot 115
Lot 116
Lot 117
Lot 118
Lot 119
Lot 120
Lot 121
Lot 122
Lot 123
Lot 124
Lot 125
Lot 126
Lot 127
Lot 128
Lot 129
Lot 130
Lot 131
Lot 132
Lot 133
Lot 134
Lot 135
Lot 136
Lot 137
Lot 138
Lot 139
Lot 140
Lot 141
Lot 142
Lot 143
Lot 144
Lot 145
Lot 146
Lot 147
Lot 148
Lot 149
Lot 150
Lot 151
Lot 152
Lot 153
Lot 154
Lot 155
Lot 156
Lot 157
Lot 158
Lot 159
Lot 160
Lot 161
Lot 162
Lot 163
Lot 164
Lot 165
Lot 166
Lot 167
Lot 168
Lot 169
Lot 170
Lot 171
Lot 172
Lot 173
Lot 174
Lot 175
Lot 176
Lot 177
Lot 178
Lot 179
Lot 180
Lot 181
Lot 182
Lot 183
Lot 184
Lot 185
Lot 186
Lot 187
Lot 188
Lot 189
Lot 190
Lot 191
Lot 192
Lot 193
Lot 194
Lot 195
Lot 196
Lot 197
Lot 198
Lot 199
Lot 200
Lot 201
Lot 202
Lot 203
Lot 204
Lot 205
Lot 206
Lot 207
Lot 208
Lot 209
Lot 210
Lot 211
Lot 212
Lot 213
Lot 214
Lot 215
Lot 216
Lot 217
Lot 218
Lot 219
Lot 220
Lot 221
Lot 222
Lot 223
Lot 224
Lot 225
Lot 226
Lot 227
Lot 228
Lot 229
Lot 230
Lot 231
Lot 232
Lot 233
Lot 234
Lot 235
Lot 236
Lot 237
Lot 238
Lot 239
Lot 240
Lot 241
Lot 242
Lot 243
Lot 244
Lot 245
Lot 246
Lot 247
Lot 248
Lot 249
Lot 250
Lot 251
Lot 252
Lot 253
Lot 254
Lot 255
Lot 256
Lot 257
Lot 258
Lot 259
Lot 260
Lot 261
Lot 262
Lot 263
Lot 264
Lot 265
Lot 266
Lot 267
Lot 268
Lot 269
Lot 270
Lot 271
Lot 272
Lot 273
Lot 274
Lot 275
Lot 276
Lot 277
Lot 278
Lot 279
Lot 280
Lot 281
Lot 282
Lot 283
Lot 284
Lot 285
Lot 286
Lot 287
Lot 288
Lot 289
Lot 290
Lot 291
Lot 292
Lot 293
Lot 294
Lot 295
Lot 296
Lot 297
Lot 298
Lot 299
Lot 300
Lot 301
Lot 302
Lot 303
Lot 304
Lot 305
Lot 306
Lot 307
Lot 308
Lot 309
Lot 310
Lot 311
Lot 312
Lot 313
Lot 314
Lot 315
Lot 316
Lot 317
Lot 318
Lot 319
Lot 320
Lot 321
Lot 322
Lot 323
Lot 324
Lot 325
Lot 326
Lot 327
Lot 328
Lot 329
Lot 330
Lot 331
Lot 332
Lot 333
Lot 334
Lot 335
Lot 336
Lot 337
Lot 338
Lot 339
Lot 340
Lot 341
Lot 342
Lot 343
Lot 344
Lot 345
Lot 346
Lot 347
Lot 348
Lot 349
Lot 350
Lot 351
Lot 352
Lot 353
Lot 354
Lot 355
Lot 356
Lot 357
Lot 358
Lot 359
Lot 360
Lot 361
Lot 362
Lot 363
Lot 364
Lot 365
Lot 366
Lot 367
Lot 368
Lot 369
Lot 370
Lot 371
Lot 372
Lot 373
Lot 374
Lot 375
Lot 376
Lot 377
Lot 378
Lot 379
Lot 380
Lot 381
Lot 382
Lot 383
Lot 384
Lot 385
Lot 386
Lot 387
Lot 388
Lot 389
Lot 390
Lot 391
Lot 392
Lot 393
Lot 394
Lot 395
Lot 396
Lot 397
Lot 398
Lot 399
Lot 400
Lot 401
Lot 402
Lot 403
Lot 404
Lot 405
Lot 406
Lot 407
Lot 408
Lot 409
Lot 410
Lot 411
Lot 412
Lot 413
Lot 414
Lot 415
Lot 416
Lot 417
Lot 418
Lot 419
Lot 420
Lot 421
Lot 422
Lot 423
Lot 424
Lot 425
Lot 426
Lot 427
Lot 428
Lot 429
Lot 430
Lot 431
Lot 432
Lot 433
Lot 434
Lot 435
Lot 436
Lot 437
Lot 438
Lot 439
Lot 440
Lot 441
Lot 442
Lot 443
Lot 444
Lot 445
Lot 446
Lot 447
Lot 448
Lot 449
Lot 450
Lot 451
Lot 452
Lot 453
Lot 454
Lot 455
Lot 456
Lot 457
Lot 458
Lot 459
Lot 460
Lot 461
Lot 462
Lot 463
Lot 464
Lot 465
Lot 466
Lot 467
Lot 468
Lot 469
Lot 470
Lot 471
Lot 472
Lot 473
Lot 474
Lot 475
Lot 476
Lot 477
Lot 478
Lot 479
Lot 480
Lot 481
Lot 482
Lot 483
Lot 484
Lot 485
Lot 486
Lot 487
Lot 488
Lot 489
Lot 490
Lot 491
Lot 492
Lot 493
Lot 494
Lot 495
Lot 496
Lot 497
Lot 498
Lot 499
Lot 500
Lot 501
Lot 502
Lot 503
Lot 504
Lot 505
Lot 506
Lot 507
Lot 508
Lot 509
Lot 510
Lot 511
Lot 512
Lot 513
Lot 514
Lot 515
Lot 516
Lot 517
Lot 518
Lot 519
Lot 520
Lot 521
Lot 522
Lot 523
Lot 524
Lot 525
Lot 526
Lot 527
Lot 528
Lot 529
Lot 530
Lot 531
Lot 532
Lot 533
Lot 534
Lot 535
Lot 536
Lot 537
Lot 538
Lot 539
Lot 540
Lot 541
Lot 542
Lot 543
Lot 544
Lot 545
Lot 546
Lot 547
Lot 548
Lot 549
Lot 550
Lot 551
Lot 552
Lot 553
Lot 554
Lot 555
Lot 556
Lot 557
Lot 558
Lot 559
Lot 560
Lot 561
Lot 562
Lot 563
Lot 564
Lot 565
Lot 566
Lot 567
Lot 568
Lot 569
Lot 570
Lot 571
Lot 572
Lot 573
Lot 574
Lot 575
Lot 576
Lot 577
Lot 578
Lot 579
Lot 580
Lot 581
Lot 582
Lot 583
Lot 584
Lot 585
Lot 586
Lot 587
Lot 588
Lot 589
Lot 590
Lot 591
Lot 592
Lot 593
Lot 594
Lot 595
Lot 596
Lot 597
Lot 598
Lot 599
Lot 600
Lot 601
Lot 602
Lot 603
Lot 604
Lot 605
Lot 606
Lot 607
Lot 608
Lot 609
Lot 610
Lot 611
Lot 612
Lot 613
Lot 614
Lot 615
Lot 616
Lot 617
Lot 618
Lot 619
Lot 620
Lot 621
Lot 622
Lot 623
Lot 624
Lot 625
Lot 626
Lot 627
Lot 628
Lot 629
Lot 630
Lot 631
Lot 632
Lot 633
Lot 634
Lot 635
Lot 636
Lot 637
Lot 638
Lot 639
Lot 640
Lot 641
Lot 642
Lot 643
Lot 644
Lot 645
Lot 646
Lot 647
Lot 648
Lot 649
Lot 650
Lot 651
Lot 652
Lot 653
Lot 654
Lot 655
Lot 656
Lot 657
Lot 658
Lot 659
Lot 660
Lot 661
Lot 662
Lot 663
Lot 664
Lot 665
Lot 666
Lot 667
Lot 668
Lot 669
Lot 670
Lot 671
Lot 672
Lot 673
Lot 674
Lot 675
Lot 676
Lot 677
Lot 678
Lot 679
Lot 680
Lot 681
Lot 682
Lot 683
Lot 684
Lot 685
Lot 686
Lot 687
Lot 688
Lot 689
Lot 690
Lot 691
Lot 692
Lot 693
Lot 694
Lot 695
Lot 696
Lot 697
Lot 698
Lot 699
Lot 700
Lot 701
Lot 702
Lot 703
Lot 704
Lot 705
Lot 706
Lot 707
Lot 708
Lot 709
Lot 710
Lot 711
Lot 712
Lot 713
Lot 714
Lot 715
Lot 716
Lot 717
Lot 718
Lot 719
Lot 720
Lot 721
Lot 722
Lot 723
Lot 724
Lot 725
Lot 726
Lot 727
Lot 728
Lot 729
Lot 730
Lot 731
Lot 732
Lot 733
Lot 734
Lot 735
Lot 736
Lot 737
Lot 738
Lot 739
Lot 740
Lot 741
Lot 742
Lot 743
Lot 744
Lot 745
Lot 746
Lot 747
Lot 748
Lot 749
Lot 750
Lot 751
Lot 752
Lot 753
Lot 754
Lot 755
Lot 756
Lot 757
Lot 758
Lot 759
Lot 760
Lot 761
Lot 762
Lot 763
Lot 764
Lot 765
Lot 766
Lot 767
Lot 768
Lot 769
Lot 770
Lot 771
Lot 772
Lot 773
Lot 774
Lot 775
Lot 776
Lot 777
Lot 778
Lot 779
Lot 780
Lot 781
Lot 782
Lot 783
Lot 784
Lot 785
Lot 786
Lot 787
Lot 788
Lot 789
Lot 790
Lot 791
Lot 792
Lot 793
Lot 794
Lot 795
Lot 796
Lot 797
Lot 798
Lot 799
Lot 800
Lot 801
Lot 802
Lot 803
Lot 804
Lot 805
Lot 806
Lot 807
Lot 808
Lot 809
Lot 810
Lot 811
Lot 812
Lot 813
Lot 814
Lot 815
Lot 816
Lot 817
Lot 818
Lot 819
Lot 820
Lot 821
Lot 822
Lot 823
Lot 824
Lot 825
Lot 826
Lot 827
Lot 828
Lot 829
Lot 830
Lot 831
Lot 832
Lot 833
Lot 834
Lot 835
Lot 836
Lot 837
Lot 838
Lot 839
Lot 840
Lot 841
Lot 842
Lot 843
Lot 844
Lot 845
Lot 846
Lot 847
Lot 848
Lot 849
Lot 850
Lot 851
Lot 852
Lot 853
Lot 854
Lot 855
Lot 856
Lot 857
Lot 858
Lot 859
Lot 860
Lot 861
Lot 862
Lot 863
Lot 864
Lot 865
Lot 866
Lot 867
Lot 868
Lot 869
Lot 870
Lot 871
Lot 872
Lot 873
Lot 874
Lot 875
Lot 876
Lot 877
Lot 878
Lot 879
Lot 880
Lot 881
Lot 882
Lot 883
Lot 884
Lot 885
Lot 886
Lot 887
Lot 888
Lot 889
Lot 890
Lot 891
Lot 892
Lot 893
Lot 894
Lot 895
Lot 896
Lot 897
Lot 898
Lot 899
Lot 900
Lot 901
Lot 902
Lot 903
Lot 904
Lot 905
Lot 906
Lot 907
Lot 908
Lot 909
Lot 910
Lot 911
Lot 912
Lot 913
Lot 914
Lot 915
Lot 916
Lot 917
Lot 918
Lot 919
Lot 920
Lot 921
Lot 922
Lot 923
Lot 924
Lot 925
Lot 926
Lot 927
Lot 928
Lot 929
Lot 930
Lot 931
Lot 932
Lot 933
Lot 934
Lot 935
Lot 936
Lot 937
Lot 938
Lot 939
Lot 940
Lot 941
Lot 942
Lot 943
Lot 944
Lot 945
Lot 946
Lot 947
Lot 948
Lot 949
Lot 950
Lot 951
Lot 952
Lot 953
Lot 954
Lot 955
Lot 956
Lot 957
Lot 958
Lot 959
Lot 960
Lot 961
Lot 962
Lot 963
Lot 964
Lot 965
Lot 966
Lot 967
Lot 968
Lot 969
Lot 970
Lot 971
Lot 972
Lot 973
Lot 974
Lot 975
Lot 976
Lot 977
Lot 978
Lot 979
Lot 980
Lot 981
Lot 982
Lot 983
Lot 984
Lot 985
Lot 986
Lot 987
Lot 988
Lot 989
Lot 990
Lot 991
Lot 992
Lot 993
Lot 994
Lot 995
Lot 996
Lot 997
Lot 998
Lot 999
Lot 1000

SCHEDULE "M"



SCHEDULE "M" ROAD

EXISTING ROADS

PROPOSED ROADS (1988 CONSTRUCTION)

BLACKCOMB WAY - SHOWN AS RELOCATED

SCHEDULE "M"

RESORT MUN. OF WHISTLER

APPR :

DATE : MARCH 1988

DWG. NO.: