



Whistler Community Church – Building Project

Dear RMOW Council,

I am writing on behalf of the Whistler Community Church regarding our Building project at 7226 Fitzsimons Road North in Whistler. We would like Council to consider applying a Grant in Aid to offset Development / Building Permit Fees / Property Taxes associated with this property.

After owning the property for over 20 years, Whistler Community Church is happy to have started construction this year. The Church is investing ~\$4M into the local Whistler community, using local contractors as part of this building project, a commitment to creating a place to meet for the Church and overall Whistler Community. The project is progressing well and we are on track to be complete by the Fall of 2021.

As part of the Development / Building Application process we have followed all the RMOW requirements to be issued the Development and Building Permits for this project. As part of that process we have paid over \$80,000 in RMOW invoices for Building and Development Costs for this project, this is in addition to the Landscaping Deposit. We paid these fees when requested as we didn't want to have any delays with proceeding with the development in the Spring of 2020, copies of the main Building / Plumbing Fees are attached.

We do however ask that the RMOW reconsider the application of these fees on this Whistler Community Church Project. We have researched and there are 2 major precedent cases where the RMOW provided Grant relief to offset RMOW fees associated with the 2 other Faith Community Building Projects in Whistler (Our Lady of the Mountains Catholic Church and Millennium Place).

Per the attached RMOW Meeting notes from 21st March 1994, Our Lady of the Mountains Catholic Church was provided with \$41,325 grant in aid support to offset "the development capital cost charges to be paid to the Municipality for the construction of the new Whistler Catholic Church". This was approved based on "a section 215 covenant being placed on the property relating to Community Use of the property. In the attached

Covenant (BK251654) the Catholic Church property is required to make the “main hall, washrooms and kitchen portion of the Community Center ... shall be made available to use by non-commercial community groups ...”. This Covenant is extremely similar to the Covenant that was applied to the Whistler Community Church property in during our rezoning in 2002, attached is our Covenant covering Community Use (BT350435) which says “the owner, acting reasonably, shall make the church facility meeting rooms (including kitchens and washrooms) available for use by non-profit community organizations ...”

Therefore, the Whistler Community Church is asking for the same treatment that was applied to the Catholic Church, Grant in Aid of Development Fees, be applied to Whistler Community Church as we have effectively the same covenant for Community Use of the building that we are constructing.

In addition to the Catholic Church precedent, the Millennium place project was also a Faith Based organization developing the site and was provided Grand in Aid approval to offset their Development Fee costs. Per the attached 29th May 2000 Council notes, the Millennium place project was approved a total of \$175,000 Grant in Aid.

We appreciate your review and consideration to this request. If you have any questions, please contact me on [REDACTED] or at [REDACTED].

Kind regards,

Craig Allars

Whistler Church.

FEE SLIP
GST#: 107889115



Folder: PLP03778
BUILDING PERMITS
PLUMBING - INS NEW



Address: 7226 FITZSIMMONS RD N

| Description | Quantity | Amount | Description | Quantity | Amount |
|----------------|-----------------|-----------------|--------------------|----------|--------|
| Plb Fixture | 32.00 | 590.40 | Prof Plan Disc | 590.40 | -29.52 |
| Sewer Service | 56.00 | 55.98 | Water Meter | 1.00 | 38.43 |
| Water Service | 52.00 | 55.98 | | | |
| Summary | Amount | Received | Outstanding | | |
| Building | 711.27 | 0.00 | 711.27 | | |
| TOTAL | \$711.27 | \$0.00 | \$711.27 | | |

FEE SLIP
GST#: 107889115



Folder: BP004871
BUILDING PERMITS
INSTITUTIONAL - INS NEW



Address: 7226 FITZSIMMONS RD N

| Description | Quantity | Amount | Description | Quantity | Amount |
|----------------|--------------------|-------------------|--------------------|--------------|----------|
| <8 1/2 X 11 | 80.00 | 119.20 | >8 1/2 X 11 | 50.00 | 144.00 |
| Bp Fee | 3,000,000.00 | 23,879.40 | Drain tile | 128.00 | 79.98 |
| Hwy Fee | 1.00 | 58.78 | Prof Plan Disc | 23,879.40 | -500.00 |
| Spr System | 1.00 | 159.90 | Title Incl Gst | 1.00 | 21.00 |
| Title Incl Gst | 1.00 | 21.00 | Gst | 263.20 | 13.16 |
| Pst | 263.20 | 18.42 | Hwyinsp (value) | 3,000,000.00 | 4,941.22 |
| W&s Charges | 1.00 | 51,602.88 | | | |
| Summary | Amount | Received | Outstanding | | |
| Engineering | 58.78 | 0.00 | 58.78 | | |
| Building | 23,924.48 | 5,990.85 | 17,933.63 | | |
| Gst | 13.16 | 0.00 | 13.16 | | |
| Pst | 18.42 | 0.00 | 18.42 | | |
| Building Dep | 4,941.22 | 0.00 | 4,941.22 | | |
| Finance Fees | 51,602.88 | 0.00 | 51,602.88 | | |
| TOTAL | \$80,558.94 | \$5,990.85 | \$74,568.09 | | |

**Resort Municipality of Whistler
REGULAR MEETING**

21 03 1994

8:00 p.m.

CONFERENCE CENTRE

AGENDA

| | | | <u>FILE #</u> | <u>PAGE</u> |
|--|--|------------|----------------------|--------------------|
| <u>Public Hearing</u> | | | | |
| (a) | "Zoning Amendment Bylaw no. 1023, 1993" Our Lady of the Mountains Catholic Church - 3 submissions | | 1023 | 01 |
| <u>A. Minutes</u> | | | | |
| (a) | Regular Meeting | - 07 03 94 | 3005 | 01 |
| (b) | Special Meeting | - 07 03 94 | 3005 | 09 |
| (c) | Public Information Meeting | - 21 02 94 | 3005 | 10 |
| (d) | Public Information Meeting | - 07 03 94 | 3005 | 14 |
| (e) | Committee of the Whole | - 07 03 94 | 2005 | 17 |
| <u>B. Committee Minutes & Reports</u> | | | | |
| (a) | Bylaw Enforcement Statistics | - JAN 1994 | 4798 | 01 |
| (b) | Fire Dept. Statistical Report | - FEB 1994 | 4800 | 02 |
| <u>C. Business Arising from Minutes & Reports</u> | | | | |
| <u>D. Committee Rises & Reports</u> | | | | |
| (a) | Committee of the Whole - Revised guidelines for B.C.'s Pensions | - 21 03 94 | 2005 | |
| <u>E. Correspondence</u> | | | | |
| (a) | Commission on Resources and Environment Land Use | | 9040 | 01 |
| (b) | Minister of Environment, Lands and Parks and Minister Responsible for Human Rights and Multiculturalism Crown Land Marketing Catalogue | | 9113 | 02 |
| (c) | Economic Development Association of B.C. Economic Development Awards | | 2040 | 03 |

1994 Grant-In-Aid Application (3004)

It was Moved by Councillor Murray
Seconded by Councillor Wells
THAT Council approve the 1994 grant-in-aid requests as outlined in Appendix "B" attached to the Municipal Clerk's report dated 17 02 1994 with exception to the Chamber of Commerce and the Girl Guides grants-in-aid;

AND THAT Council postpone a decision for Mountain Community Health Alternatives, Whistler Community Services Society, and Whistler Single Parent Association until after the groups have met to discuss their programs and ensure there is no duplication of programs between them and further that an amount of \$25,000 be held in reserve pending a Council decision;

AND FURTHER THAT Council approve the grant-in-aid request in the amount of \$25,000 for the Whistler Training Trust Fund.

CARRIED

Councillor Kirk and Councillor Johnstone declared a conflict of interest dealing with the Whistler Chamber of Commerce grant-in-aid request being that Councillor Johnstone is the Administrator and Councillor Kirk is a member of the executive for the Chamber of Commerce and left the meeting at 8:56 p.m.

It was Moved by Councillor Wells
Seconded by Councillor O'Reilly
THAT Council approve the grant-in-aid request in the amount of \$18,026 for the Whistler Chamber of Commerce.

CARRIED

Councillor Kirk and Councillor Johnstone returned to the meeting at 8:57 p.m.

Councillor Wells declared a conflict of interest with the Girl Guides grant-in-aid request being that she is an executive member of the Girl Guides and left the meeting at 8:57 p.m.

It was Moved by Councillor O'Reilly
Seconded by Councillor Kirkpatrick
THAT Council approve the grant-in-aid request in the amount of \$500 for the Girl Guides.

February 17, 1994

File: 3004

MEMO TO: Peter Kent, Administrator
(Committee of the Whole)

MEMO FROM: Brenda Sims, Municipal Clerk

RE: 1994 GRANT-IN-AID APPLICATION

We are in receipt of 23 grant-in-aid applications for 1994. (A package of all grant-in-aids are available in the Councillor's Office).

The total amount of the requests is \$267,489.00.

The above amount does not include the \$75,000 each for 1992 and 1993 for the Skiers Chapel building (total \$150,000).

Attached as Appendix "A" to this report is a summary of Council policy regarding grants-in-aids.

In reviewing the current requests, we wish to bring to Council's attention to the following items while reviewing the applications:

1. That applications are for operating expenses only and not for capital.

In reviewing the applications, it appears that some groups are crediting a building fund with a similar amount or equal to the grant-in-aid from the Municipality.

2. It is also noted that grant-in-aids will not be approved for special events.

Attached to this report as Appendix "B" is a list of the applicants, their 1993 approved grant-in-aid, the 1994 request and the 1994 recommendation.

The following are notes (cross reference to Appendix "B") for consideration while considering the 1994 grant-in-aid requests:

1. WHISTLER COMMUNITY ARTS COUNCIL

The Whistler Community Arts Council shows greater than 10% accumulated operating surplus at their most recent year end. Their report shows an equity of \$29,568 of which \$25,578 is earmarked as a building fund.

The surplus from 1991 to 1993 are as follows:

| | |
|------|--------|
| 1991 | \$2741 |
| 1992 | 3075 |
| 1993 | 3989 |

It appears that approximately \$3,000 is being placed annually into the building fund which is the approximate amount of the grant-in-aid request.

B00001

2. AWARE

AWARE shows a surplus, at November 30, 1993, of \$2,257.00. This amount is greater than the 10% accumulated operating surplus identified in Council Policy.

AWARE has explained that the year-end surplus provides for funding of basic services (mostly secretarial) to allow continuing administrative operation of AWARE for about 1/2 of the current year.

3. DANDELION DAYCARE

The Dandelion Daycare is a request for the value of the current year taxes.

We have received a circular from the Ministry of Municipal Affairs, Recreation and Housing advising that child daycare's classification under the Assessment Act may be changed from a Class 1-Residential to a Class 6-Business / Other, and therefore, in future years, the Dandelion Daycare grant-in-aid request for an amount equal to the taxes may be reduced. Mr. Drew Stotesbury, Director of Finance, has indicated that it is possible that this amount may be halved in future years.

**4. MOUNTAIN COMMUNITY HEALTH ALTERNATIVES,
WHISTLER COMMUNITY SERVICES SOCIETY,
WHISTLER SINGLE PARENT ASSOCIATION**

Staff recommends that the Mountain Community Health Alternatives, the Whistler Community Services and the Whistler Single Parent Association grant-in-aid decision be deferred and suggest that the groups discuss their programs as there appears to be a duplication of services and duplication of administration. The Parks & Recreation department should also be requested to discuss with these groups their programs as there may be a duplication with the programs being provided by the Municipality.

5. WHISTLER PUBLIC LIBRARY ASSOCIATION

In 1992 Council approved 2 grants to the Library:

1. Basic grant
2. Special grant for books

In 1993, the special grant from 1992 plus inflation was (\$7,718) added to the basic with an additional amount of \$2,222 as a rent charge. This total grant was then \$45,001.

If Council removes the special grant and rent, and adds 3.7% for 1994, the grant would total \$36,358, however, in order for the Library to qualify for Provincial Funding, the Municipality needs to approve a grant-in-aid of \$44,590. Staff recommend that Council approve this amount.

6. WHISTLER LIBRARY / MUSEUM BUILDING COMMITTEE

The Library / Museum Building Committee has made a special request for a \$35,000 grant-in-aid for the Planning and Development study prepared by Lord Cultural Resources Planning and Management which was undertaken by the Library in 1993.

This study was not presented to or endorsed by Council prior to the undertaking of the study.

Staff is not recommending approval of this grant as it does not fall within the Policy for guidelines.

7. OUR LADY OF THE MOUNTAINS CATHOLIC CHURCH

The Catholic Church request is for \$41,325 which equals the development capital cost charges to be paid to the Municipality for the construction of the new Whistler Catholic Church.

Staff recommend that Council consider approving the request subject to a Section 215 Covenant being placed on the property for which the purpose is that a portion of the building be identified for community use, similar to the Section 215 Covenant which was to be placed on the Skier's Chapel property.

8. WHISTLER TRAINING TRUST FUND

The Whistler Training Trust Fund appears to be a separate entity from the Chamber of Commerce and therefore Council would not have the authority to authorize a Chamber of Commerce grant.

Council does however have the authority to authorize a grant-in-aid to an organization considered by Council to be contributing to the general interest and advantage of the Municipality.

RECOMMENDATION

Considering the foregoing, the Municipal Clerk recommends:

THAT Council approve the 1994 grant-in-aid requests as outlined in Appendix "B" attached to this report;

AND FURTHER THAT Council postpone a decision for Mountain Community Health Alternatives, Whistler Community Services Society, and Whistler Single Parent Association until after the groups have met to discuss their program and ensure there is no duplication of program between them.

Respectfully submitted,



Brenda Sims
Municipal Clerk



1. Grant-in-Aid Applications are to be received at the Municipal Hall no later than 4:30 p.m. the first Monday of December in each year for consideration in the following year's budget.
2. The Application is to be submitted on the "Municipal Assistance Application Form". Incomplete submissions may be rejected.
3. All applications must be for operating expenses only and not for capital expenditures.
4. Grants-in-Aid will be issued after July 1 but any organization that requires funds earlier than that date may apply for same after May 15.
5. Grants-in-Aid will not be approved for special events.
6. Two categories (A & B) of Grants-in-Aid exist, based on the distinction as to whether the organization being considered for a Grant-in-Aid provides services to the community as a whole, or to a specific segment of the community.

CATEGORY A

1. The organization must be based within the Municipality and benefit a broad cross-section of the community.
2. The organization must be a registered society and must provide evidence of same by attaching supporting documentation to the grant request.
3. The organization must raise a minimum of 50% of its operating budget from other sources.
4. Any group or organization which shows greater than 20% accumulated operating surplus at their most recent year end must provide an acceptable explanation for that surplus.
5. If a Grant-in-Aid request represents an increase over the previous year's approved grant, then the allowed increase will not exceed the inflationary budget guidelines as adopted by Council for that year.

CATEGORY B

1. The organization must be based within the Municipality.
2. The organization must provide a service to a segment of the community.
3. Such applications, if approved, shall receive a uniform Grant-in-Aid of \$500.00.

1994 GRANTS-IN-AID
RECOMMENDED AMOUNTS

APPENDIX "B"

Appendix "B"

| | 1993 approved | 1994 request | 1994 recommendation | increase (decrease) \$ | increase (decrease) % | General Criteria | | | Category A Criteria | | | | | Category B Criteria | |
|--|------------------|-----------------|------------------------|------------------------------|-----------------------------|-------------------|----------------------------|-----------------------------------|-----------------------------|-------------------------------------|--------------------------------|------------------------------------|------------------------|---------------------|-----|
| | | | | | | #2 net capital | #4 not special event | #1 local/food cross-section | #2 registered society | #3 other revenue at least 50% | #4 surplus less than 10% | #5 increase not to exceed 5% | #6 local segment | #1 | #2 |
| A 1 Whistler Community Arts Council | 3,000 | 3,000 | 3,000 | 0 | 0.0% | OK | OK | OK | OK | OK | (1) | OK | n/a | n/a | n/a |
| A 2 AWARE | 5,341 | 14,300 | 5,539 | 188 | 3.7% | OK | OK | OK | OK | OK | (2) | OK | n/a | n/a | n/a |
| A 3 Chamber of Commerce | 17,383 | 18,500 | 18,026 | 643 | 3.7% | OK | OK | OK | OK | OK | 12% | OK | n/a | n/a | n/a |
| A 4 Dandelion Daycare | 14,886 | 14,886 | 15,447 | 551 | 3.7% | OK | OK | OK | OK | OK | OK | (3) | n/a | n/a | n/a |
| A 6 Whistler Museum and Archives | 7,316 | 18,779 | 7,587 | 271 | 3.7% | OK | OK | OK | OK | OK | (4) | OK | n/a | n/a | n/a |
| A 8 Mountain Community Health Alternative | 10,280 | 7,100 | defer | | | OK | OK | OK | OK | OK | OK | OK | n/a | n/a | n/a |
| A 7 Sea to Sky Economic Development Com | 5,932 | 13,619 | 0 | (6,932) | -100.0% | OK | OK | OK | OK | request withdrawn | OK | OK | n/a | n/a | n/a |
| A 8 Whistler Community Services Society | 0 | 17,393 | defer | | | OK | OK | OK | OK | n/a | 30% | n/a | n/a | n/a | n/a |
| A 8 Whistler Public Library Association | 48,001 | 48,077 | 44,590 | (4,111) | -0.9% | (6) | OK | OK | OK | OK | (5) | (5) | n/a | n/a | n/a |
| A 10 Library/Museum Building Committee | 36,000 | 0 | 0 | 0 | 0.0% | (7) | OK | OK | OK | n/a | (6) | n/a | n/a | n/a | n/a |
| A 11 Our Lady of the Mountains Catholic Church | 41,325 | 41,325 | 41,325 | 41,325 | n/a | OK | OK | OK | OK | n/a | n/a | n/a | n/a | n/a | n/a |
| A 12 Whistler Search and Rescue | 4,000 | 4,000 | 4,000 | 4,000 | n/a | OK | OK | OK | applying | n/a | OK | n/a | n/a | n/a | n/a |
| A 13 Whistler Training Trust Fund | 25,000 | 0 | 0 | 0 | 0.0% | (8) | (8) | OK | OK | OK | (8) | n/a | n/a | n/a | n/a |
| B 1 Big Brothers/Big Sisters | 500 | 500 | 500 | 0 | 0.0% | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| B 2 Whistler Singers | 500 | 500 | 500 | 0 | 0.0% | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| B 3 Girl Guides | 500 | 500 | 500 | 0 | 0.0% | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| B 4 Whistler Players | 500 | 0 | 0 | (500) | -100.0% | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| B 5 Boy Scouts | 500 | 500 | 500 | 0 | 0.0% | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| B 6 Community Unity | 500 | 500 | 500 | 0 | 0.0% | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| B 7 Island Festival Societe des Melomanes | 500 | 500 | 0 | 0 | 0.0% | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| B 8 Mini - Franco - Fun | 500 | 500 | 0 | 0 | 0.0% | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| B 9 Whistler Angling Club | 500 | 500 | 500 | 500 | n/a | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| B 10 Whistler Gymnastics Club | 500 | 500 | 500 | 500 | n/a | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| B 11 Whistler Single Parent Association | 500 | 500 | defer | | | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| B 12 Whistler Soccer Society | 500 | 500 | 500 | 500 | n/a | OK | OK | n/a | n/a | n/a | n/a | n/a | OK | OK | OK |
| sub-total | 112,169 | 287,489 | 143,514 | 31,355 | 28.0% | | | | | | | | | | |
| Other Whistler Skiers' Chapel - building | 75,000 | | | (75,000) | -100.0% | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Total | 187,169 | 287,489 | 143,514 | (43,645) | -23.3% | | | | | | | | | | |

B00003

**Resort Municipality of Whistler
PUBLIC HEARING
21 03 1994**

Minutes of a Public Hearing for "Zoning Amendment Bylaw No. 1023, 1993" for Our Lady of the Mountains Catholic Church held in the Whistler Conference Centre on Monday, March 21, 1994 at 8:00 p.m.

In attendance were: Acting Mayor K. Wells
Councillor D. Kirk
Councillor T. Johnstone
Councillor B. Murray
Councillor H. O'Reilly
Councillor M. Kirkpatrick
Administrator P. Kent
Deputy Municipal Clerk L. Manheim
Director of Planning and Development M. Vance
Planner C. Hicks
Recording Secretary S. Tait

The Public Hearing commenced at 8:04 p.m.

"Zoning Amendment Bylaw No. 1023, 1993"
Our Lady of the Mountains Catholic Church

Acting Mayor Wells opened the Public Hearing for "Zoning Amendment Bylaw No. 1033, 1994" with statements from the Chair.

Acting Mayor Wells read correspondence received from David C. Dalby for the record.

Planner C. Hicks stated that the subject of this Public Hearing is "Zoning Amendment Bylaw No. 1023, 1993" which will effectively zone certain lands situated at the most westerly end of Lorimer Road for a church use. In reviewing the application staff feel the church use as with the uses in the Rural Resource One (RR1) zone are compatible with the residential neighbourhood.

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C. Hicks explained that the lands zone Lot 1, D.L. 4754 and D.L. 1755, Plan 19931 from RR1 to a new Institutional Church One (IC1) zone. The IC1 zone permits a church, an auxiliary residential dwelling unit, chapel and church hall and auxiliary building and uses. She further explained the maximum gross floor area permitted on the site is 640m² for a church plus 650m² for a church hall and 110m² for an auxiliary residential dwelling unit. This would be an increase of 1000m² from the church use in the RR1 zone, however, a decrease by 600m² for other uses in the RR1 zone subject to Floor Space Ratio requirement.

C. Hicks stated that the height of the church and related structures cannot exceed 10.7 metres which is consistent with the RR1 zone for churches and a decrease of 3.3 metres for any other RR1 uses. The minimum permitted setback from all parcel boundaries is 10 metres which is consistent with the RR1 zone.

C. Hicks noted that due to a flood proofing requirement, the church is unable to construct buildings on the majority of the site but rather is forced to focus development away from the River of Golden Dreams without filling works. In addition, the Wetland Study that was commissioned by the Municipality has designated a portion of the site as disturbed wetland, of which a significant portion will be preserved through the required setbacks as well as a dedication to the Municipality

C. Hicks stated that staff support the proposed bylaw amendment subject to the fulfillment of the following requirements:

- suitable landscape buffer to adjacent properties;
- floodproofing requirement;
- dedication of Valley Trail and park land; and
- covenant for parking in the second phase of the development.

Rod Nadeau (Representative of the Catholic Church Building Committee) stated that he has been working with the Catholic Church in selecting a piece of property for the past eight years. He provided background information pertaining to the selection of the property for the church and further described the character of the development.

Dick Archambault (Project Architect) stated that the Catholic Church is approximately 640m² which includes all of the ancillary facilities. It seats approximately 250 people and there will be a fairly large vestibule which will allow for approximately 100 additional seats during certain periods of the year when there are larger congregations. D. Archambault displayed site plans and further described the location and the construction of the interior and exterior of the building.

Mateo Durfeld provided a brief history of the Catholic Church facilities and outlined the process in selecting a site selection for a new Catholic Church in Whistler. He noted that over the years the Catholic community has increased and that the Whistler Skiers Chapel located at Whistler Creek used for their services is now too small for the congregations. He noted that at present, masses are held at various locations in the Village such as the theatre, the Conference Centre and the Myrtle Philip Community Centre.

M. Durfeld stated that it is difficult to serve the needs of the Catholic community if they do not have a building in which to operate. He concluded that currently there are approximately 250 people that attend masses in the winter and approximately 150 people in the summer.

Annette DeKraker spoke in support of the proposed Catholic Church in Whistler and further requested an increase in the size of the Catholic Church and the Church hall. She noted that by increasing the size of the Catholic Church, they would be able to offer larger affordable facility space for the growing number of community needs. She stated that the community groups that have expressed an interest in using the community facility within the Catholic Church include the Whistler Quilting group, the Whistler Single Parents, Whistler Big Brothers/Big Sisters Society, and the Mountain Community Health Alternatives. A. DeKraker stated that these groups are quiet and that the functions would be ended by the evening. She requested that the Resort Municipality of Whistler allow for the increased Catholic Church and facility space for the benefit of the Whistler Catholic Church and for the community at large.

Mary Atchison (2240 Whistler Ridge) stated that she has been skiing in Whistler since 1969 and has been a property owner in Whistler since 1979. She noted that all of her social life is spent in Whistler. She added that for a number of years she attended services at the Whistler Skiers Chapel and that even with two Catholic Church services on Saturday, people spilled out of the building.

A00009

M. Atchison stated a concern that the constant change in locations make it impossible for anyone except the locals to know where the next Catholic service is going to be. She concluded that the proposed Catholic Church will serve the local community, the weekend residents and the tourists.

Monsignor MacIntyre expressed appreciation to members of Council for the opportunity in being able to make a presentation and to outline reasons why a Catholic Church is necessary in the community. He stated that being the Pastor, it is difficult to move from place to place to provide the weekend services. Monsignor MacIntyre stated that he does not have a place to conduct programs such as marriage preparation, religious education study programs as well as other various liturgical celebrations throughout the year. He added that the Catholic Church is not only the building but also the community that would be built as well and that they look forward to having their own Church and to work together for the betterment of the Whistler community.

Erika Durlacher (Durlacher Hof Pension) spoke in support of the Catholic Church and noted that a Church is the centre of the community, that it is necessary and is overdue in Whistler.

Alan Nordin (6310 B Lorimer Road) stated that he is the Chairman of Strata Plan VR 1748 and outlined the objections to "Zoning Amendment Bylaw No 1023, 1993" as follows:

- The development is inappropriate for a residential area. The proposed hall could be used seven days and nights per week by large numbers of people, causing noise, congestion, and loss of enjoyment of area residents;
- The complex is too close to residences;
- There is insufficient parking for a large complex, causing congestion similar to that of Myrtle Philip School and the Meadow Park Ice Area;
- The site is historically covered by water parts of the year. The raising of this property would affect surrounding properties, namely Strata Plan VR 1748. Flooding is already a problem in the area.
- A. Nordin questioned whether Whistler Cay Estates subdivision's sewer, hydro and services handle the additional development; and
- The development is planned to be built over a number of years, causing repeated noise, visual disruption and loss of enjoyment to residents.

Acting Mayor Wells asked three times for comments or questions from the audience regarding "Zoning Amendment Bylaw No. 1023, 1993".

Hearing no further remarks, she declared the Public Hearing closed at 8:41 p.m.

These minutes are hereby certified as a fair and accurate report of the Public Hearing for "Zoning Amendment Bylaw No. 1023, 1993".

Recording Secretary
Sharon Tait

A00010

RESORT MUNICIPALITY OF WHISTLER

"ZONING AMENDMENT BYLAW NO. 1023, 1993"

A Bylaw to amend the Resort Municipality
of Whistler Zoning and Parking Bylaw No. 303, 1983

WHEREAS the Council may in a zoning bylaw, pursuant to Sections 963 and 964 of the Municipal Act, R.S.B.C. 1979, c.290, divide all or part of the area of the Municipality into zones, define each zone and regulate the use of land, buildings and structures within the zones, and require off-street parking spaces;

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

1. This Bylaw may be cited for all purposes as "Zoning Amendment Bylaw No. 1023, 1993."
2. Schedule "A" (Zoning Maps) forming part of Zoning and Parking Bylaw No. 303, 1983 is amended in accordance with the plan attached to and forming part of this Bylaw as Schedule "B" and in accordance with explanatory legends, notations, and references.
3. The lands shown in Schedule "A" to this bylaw are rezoned from the RR1 (Rural Residential One) zone, and divided and designated into various zones delineated on Schedule "B" hereto.
4. Subsection 1 of Section 7 of Zoning and Parking Bylaw No. 303, 1983 is amended by adding the following in appropriate sequence in column I and II respectively:

"IC1

Institutional Church One"

5. Zoning and Parking Bylaw No. 303, 1983 is further amended by adding the following subsections 20.0 to 20.9.2 inclusive: as follows:

"IC1 Zone (Institutional Church One)

Intent

- 20.0 The intent of this zone is to provide for a church and auxiliary uses.

In an IC1 Zone:

Permitted Uses

- 20.1 The following uses are permitted and all other uses are prohibited:

- (a) church;
- (b) auxiliary residential dwelling unit;
- (c) chapel;
- (d) church hall
- (e) auxiliary building and uses

Density

20.2 The maximum permitted gross floor area of all buildings on a site shall not exceed 1400 square meters allocated as follows:

- i) The maximum gross floor area of a church is 640 square meters.
- ii) The maximum permitted gross floor area of a church hall and chapel is 650m².
- iii) The maximum permitted gross floor area of an auxiliary residential dwelling unit is 110 m².

Height

20.3 The maximum permitted height of a building is 10.7 metres.

Site Area

20.4 The minimum permitted parcel area is 10,500m².

Parcel Frontage

20.5 The minimum parcel frontage is 1/10 of a parcel perimeter.

Site Coverage

20.6 No regulations.

Setbacks

20.7 The minimum permitted setback from all parcel boundaries is 10.0m.

Off-street Parking and Loading

- 20.8 Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Section 6 of this Bylaw.

Other Regulations

- 20.9.1 A maximum of one auxiliary residential dwelling unit is permitted per parcel.
- 20.9.2 A cemetery is not a permitted use."

6. If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this Bylaw.

GIVEN FIRST READING this 22nd day of November , 1993.

GIVEN SECOND READING this 22nd day of November , 1993.

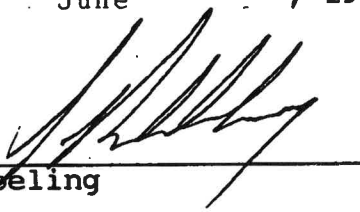
Pursuant to Section 956 of the Municipal Act, a Public Hearing was held this 21st day of March , 1994.

GIVEN THIRD READING this 5th day of April , 1994.

APPROVED by the Minister of Transportation and Highways this 12th day of April , 1994.

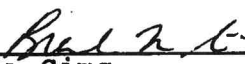
~~APPROVED by the Minister of Municipal Affairs this day of , 1994.~~

RECONSIDERED and finally ADOPTED by Council this 3rd day of June , 1994. 1996


Ted Nebbeling
Mayor


Brenda Sims
Municipal Clerk

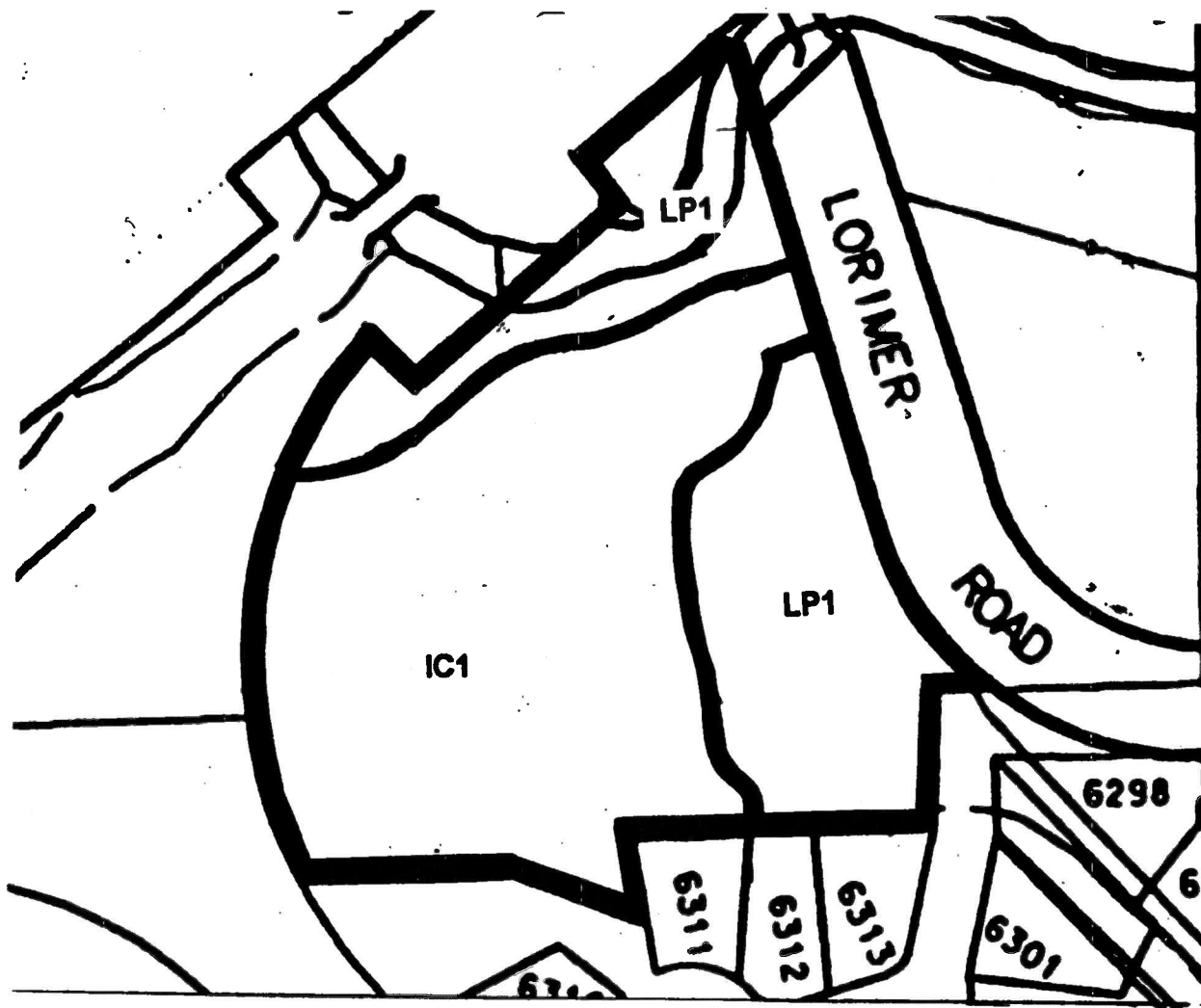
I HEREBY CERTIFY that this is a true copy of "Zoning Amendment Bylaw No. 1023, 1993". at third reading


Brenda Sims
Municipal Clerk

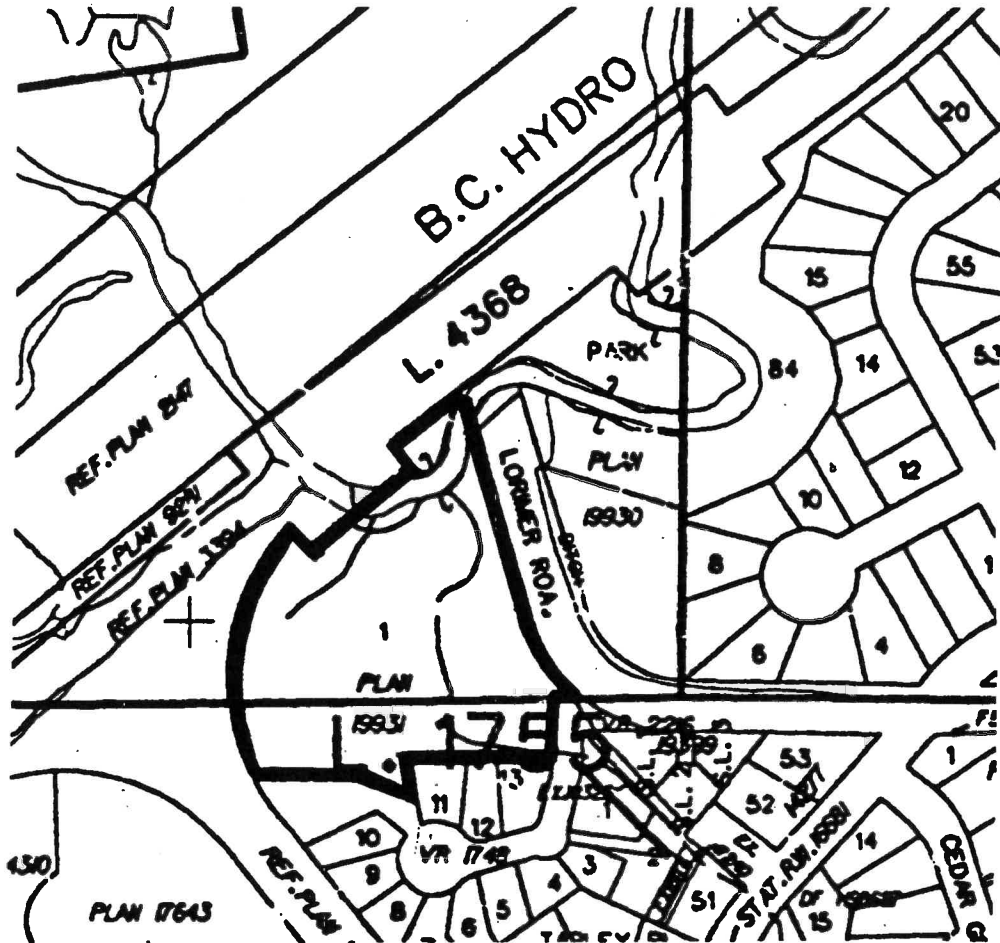
Approved Pursuant to Sec. 57 (2) of the Highway Act
this 12th Day of APRIL 1994


Approving Officer, Ministry of Transportation and Highways

SCHEDULE "A"



SCHEDULE "B"





EXECUTIVE SESSION OF COUNCIL

Monday, May 29, 2000
following the Staff Briefing Session
from 11:30 a.m. to 1:30 p.m.
in the Council Chambers of the Municipal Hall
4325 Blackcomb Way, Whistler, B.C.

A G E N D A

DISCUSSION OF AGENDA ITEMS

11:30 a.m.

ITEMS FOR DISCUSSION BY COUNCIL MEMBERS

12:45 a.m.

OTHER BUSINESS

| | | |
|------------|-------------------------|--|
| 12:00 Noon | Council Appointments | Discussion concerning the appointments of Council alternates to Committees/Commissions. |
| 12:15 p.m. | Grants-in Aid | Discussion concerning grants-in-aid. |
| 12:45 | Resort Tour | Discussion concerning possible resort tour(s). |

ADJOURNMENT



ADMINISTRATIVE REPORT TO MAYOR AND COUNCIL

PRESENTED: May 29, 2000
FROM: Finance Department
SUBJECT: 2000 GRANTS IN AID

REPORT: 00 - 89
FILE: 3004

ADMINISTRATOR'S COMMENT/RECOMMENDATION:

That the recommendation of the Acting Director of Finance be endorsed.

RECOMMENDATION:

That Council approve the 2000 Grants in Aid as follows; and further

DRAFT

| | |
|--|-----------------|
| AWARE | \$5,000 |
| Jennifer Jones Bear Foundation | \$5,000 |
| Whistler Naturalist Society | \$3,000 |
| Dandelion Daycare (taxes) | \$11,060 |
| Mountain Community Health Alternatives | \$25,000 |
| Sea to Sky Community Services | \$2,000 |
| The "SAFE" Planned Parenthood | \$1,000 |
| Whistler Search and Rescue | \$6,200 |
| Girl Guides of Canada | \$1,900 |
| Whistler Animals Galore | \$5,000 |
| Whistler Secondary School Scholarship | \$1,000 |
| Whistler Scout Group | \$1,300 |
| Whistler Angling Club | \$500 |
| Whistler Off Road Cycling Association | \$8,000 |
| Whistler Skating Club | \$2,500 |
| Whistler Youth Soccer | \$6,000 |
| Whistler Gymnastics Club | \$9,000 |
| Whistler Mountain Ski Club | \$5,000 |
| Whistler Valley Tennis Club | \$1,000 |
| Whistler Children's Chorus | \$1,500 |
| Whistler Community Arts Council | \$27,000 |
| Whistler Museum & Archives | <u>\$40,000</u> |
| Subtotal | \$167,960 |
| Whistler Chamber of Commerce | \$35,000 |
| Millennium Place | <u>\$25,000</u> |
| TOTAL | \$227,960 |

That Council amend the 2000 budget to transfer \$7,692 from the Year 2000 operating reserve to provide for the additional grants in aid.

PURPOSE:

The purpose of this report is to present for Council's consideration the 2000 Grant In Aid requests.

DISCUSSION:

The Municipality received 23 Grant in Aid applications for 2000 in the amount of \$264,597, as well as a special request from Millenium Place for \$25,000, for total requests of \$289,597.

The \$25,000 request for Millenium Place is to cover additional development approval and building permit fees. \$150,000 was previously set aside in 1995 and 1996, and revised tabulations of the development approval and building permit fees show an additional \$25,000 is necessary. Thus, Grants in Aid provided to Millenium Place as proposed in this report and over the past number of years total \$175,000, exclusive of the \$300,000 provided by the municipality through funding secured from Park Georgia Developments Ltd.

Council received presentations from the various grant proponents at a special Council meeting on May 8, 2000.

POLICY CONSIDERATIONS:

Section 176(1)(c) of the Municipal Act permits Council to provide financial assistance "...for the purposes of benefiting the community or any aspect of the community...". Council is further guided by Council Policy A-7.

BUDGET CONSIDERATIONS:

The 2000 Budget will be revised to provide for the following:

| | | |
|-----------------------|---------------|---------------------------------|
| General Grants in Aid | \$167,960 | General Revenue |
| Millenium Place | 25,000 | General Revenue Special Project |
| Chamber of Commerce | <u>35,000</u> | Hotel Tax |
| | \$227,960 | |

The total requests to date are \$289,597, or \$69,329 oversubscribed. As the budget currently provides for \$220,268 and the grant recommendation totals \$227,960, an additional \$7,692 must be transferred from the 2000 operating reserve to fully fund the grants.

SUMMARY:

Grant in Aid applicants made a brief presentation to Council for their 2000 requests during the May 8, 2000 Special Council meeting. The applicants will be advised in writing on the outcome of their respective applications with payment being made no later than July 15, 2000.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Lisa M. Landry', is written over a faint, dotted line.

Lisa M. Landry CA
MANAGER OF FISCAL PLANNING
for
John G. Nelson
ACTING DIRECTOR OF FINANCE

96 AUG -9 10 41

BK251654

**LAND TITLE ACT
FORM C**

(Section 219.81)

British Columbia**GENERAL INSTRUMENT - PART 1**

PAGE 1 of 8 pages

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

MORELLI CHERTKOW, Barristers and Solicitors
#300 - 180 Seymour Street, Kamloops, British Columbia
V2C 2E3 (604)374-3344

RM/jm File No. 9\16851

Agent for the applicant

08/09/96 A3920d CHARGE 50.00

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

(PID) (LEGAL DESCRIPTION)

See Schedule Attached

09/18/96 H7866d DEFECT 20.00

3. NATURE OF INTEREST:*

| DESCRIPTION | DOCUMENT REFERENCE | PERSON ENTITLED TO INTEREST |
|----------------------|--------------------|-----------------------------|
| Section 215 Covenant | Entire Instrument | Transferee |

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

- (a) Filed Standard Charge Terms ☐ D.F. No.
- (b) Express Charge Terms ☒ Annexed as Part 2
- (c) Release ☐ There is no Part 2 of this instrument

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

5. TRANSFEROR(S):* (Grantors)

ROMAN CATHOLIC BISHOP OF KAMLOOPS

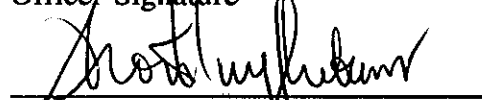
6. TRANSFEREE(S): (Grantees) (including postal address(es) and postal code(s))*

See Schedule

7. ADDITIONAL OR MODIFIED TERMS:* N/A

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

Officer Signature

SCOTT HUYGHEBAERT
Barrister & Solicitor
300 — 180 Seymour St.
Kamloops, B.C. V2C 2E3

Execution Date

Y M D

96 03 21

Party(ies) Signature:

Roman Catholic Bishop of Kamloops
by its authorized signatory
Lawrence Sabatini

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

CONS CORPORATE
SERVICES LTD.

Page 2 of 8 pages

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

EXECUTION DATE
Y M D

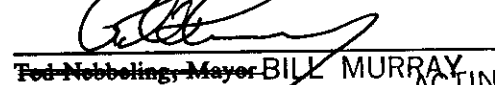
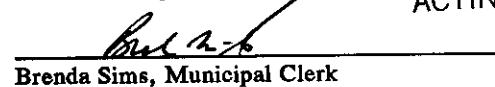
Officer Signature(s)



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

96 6 27

Party(ies) Signature(s)

RESORT MUNICIPALITY OF WHISTLER
by its authorized signatories
~~Fred Nebbeling, Mayor~~ BILL MURRAY
ACTING MAYOR
Brenda Sims, Municipal Clerk

As to both signatures of the Resort Municipality of Whistler

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E**

Page 3 of 8 Pages

SCHEDULE

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

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

| | |
|--------|--|
| NO PID | Lot A, District Lots 1755 and 4754, Plan LMP <u>29492</u> Group 1, New Westminster District |
|--------|--|

6. TRANSFEREE:

RESORT MUNICIPALITY OF WHISTLER, a Municipality incorporated under the Resort Municipality
of Whistler Act, S.B.C. 1979, c.67, and having an address at 4325 Blackcomb Way, Whistler, British
Columbia, VON 1B4

Page 4 of 8 pages

TERMS OF INSTRUMENT - PART 2

THIS AGREEMENT made March 21, 1996.

BETWEEN:

ROMAN CATHOLIC BISHOP OF KAMLOOPS,
635A Tranquille Road,
Kamloops, B.C. V2B 3H5

(hereinafter called the "Owner")

OF THE FIRST PART

AND:

RESORT MUNICIPALITY OF WHISTLER,
a Municipality incorporated under the Resort
Municipality of Whistler Act, S.B.C. 1979, c. 67, and having
an address at 4325 Blackcomb Way, Whistler, British Columbia, VON 1B4

(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner in fee simple of all and singular that certain parcel or tract of land and premises situate in the Resort Municipality of Whistler, Province of British Columbia, being more particularly known and described as:

NO PID
Lot A,
District Lots 1755 and 4754,
Plan LMP 29492
Group 1, New Westminster District

(hereinafter called the "Lands");

B. Section 215 of the Land Title Act, R.S.B.C. 1979, c. 219 permits the registration of a covenant of a negative or positive nature in favour of the Municipality in respect of the use of land or the use of a building on or to be erected on land, or that land is or is not to be built on;

C. The Owner has agreed with the Municipality to grant this Covenant to ensure that use of the Lands and the use of the building on or to be erected on the Lands is restricted on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 215 of the Land Title Act, and in consideration of the transfer of the Lands and premises and the sum of One (\$1.00) Dollar of lawful money of Canada now paid by the Municipality to the Owner, (the receipt of which is hereby acknowledged) the Owner hereby covenants and agrees with the Municipality that the land shall not be used except in accordance with the following:-

1. The Owner covenants and agrees with the Municipality that the main hall, washrooms and kitchen portion of the Community Centre building to be erected on the lands, consisting of 2,682 square feet in the aggregate, as shown outlined in black lines on the sketch attached as Schedule "A" hereto (the "Facility"), shall be made available for use by non-commercial community groups and organizations approved by the Owner, when not being used by the Owner and provided that the Facility has not been previously committed by the Owner, in priority to use by other groups and organizations and at a rate not to exceed the rate normally charged by the Resort Municipality of Whistler for similar facilities and uses in Myrtle Philip Community School. Notwithstanding anything contained herein, the Municipality agrees that the Owner is entitled to prohibit use of the Facility by an individual, or by any corporation, company, society or other entity, for any use or purpose that the Owner, in its absolute and unfettered discretion, considers to be contrary to the teachings and tenets of the Roman Catholic Church.
2. 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, R.S.B.C. 1979, c. 290 or the Resort Municipality of Whistler Act, or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the Owner.
3. 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 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.
4. Notwithstanding anything contained herein, neither the Owner named herein nor any future owner of the lands or any portion thereof shall be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner named herein or any future owner ceases to have any further interest in the Lands.

Page 6 of 8 pages

5. The Owner will, after execution hereof, by it at the expense of the Owner do or cause to be done all acts reasonably necessary to grant priority to this Covenant over all financial charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Municipality or have been granted in favour of the Municipality.

6. Wherever the singular or masculine or neuter is used herein the same shall be construed to mean the plural, feminine or the body corporate or politic where the context or the contents so require.

7. The parties hereto shall do or cause to be done all things and execute or cause to be executed all documents which may be reasonably necessary to give proper effect to the intent of this Covenant.

8. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.

9. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.

10. If any section, subsection, sentence, clause or phrase in this Covenant 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 it is invalid shall not affect the validity of the remainder of this Covenant.

11. This Covenant shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the property law hereof.

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

13. The Owner indemnifies the Municipality and saves the Municipality harmless from and against any and all manner of actions, causes of actions, claims, costs, expenses, debts, demands and promises of whatsoever kind or howsoever arising, whether known or unknown, which the Owner now has or at any time hereafter may have, which in any way result or arise from this Covenant unless resulting from the actual fault or negligence of the Municipality and its elected officials, employees and agents.

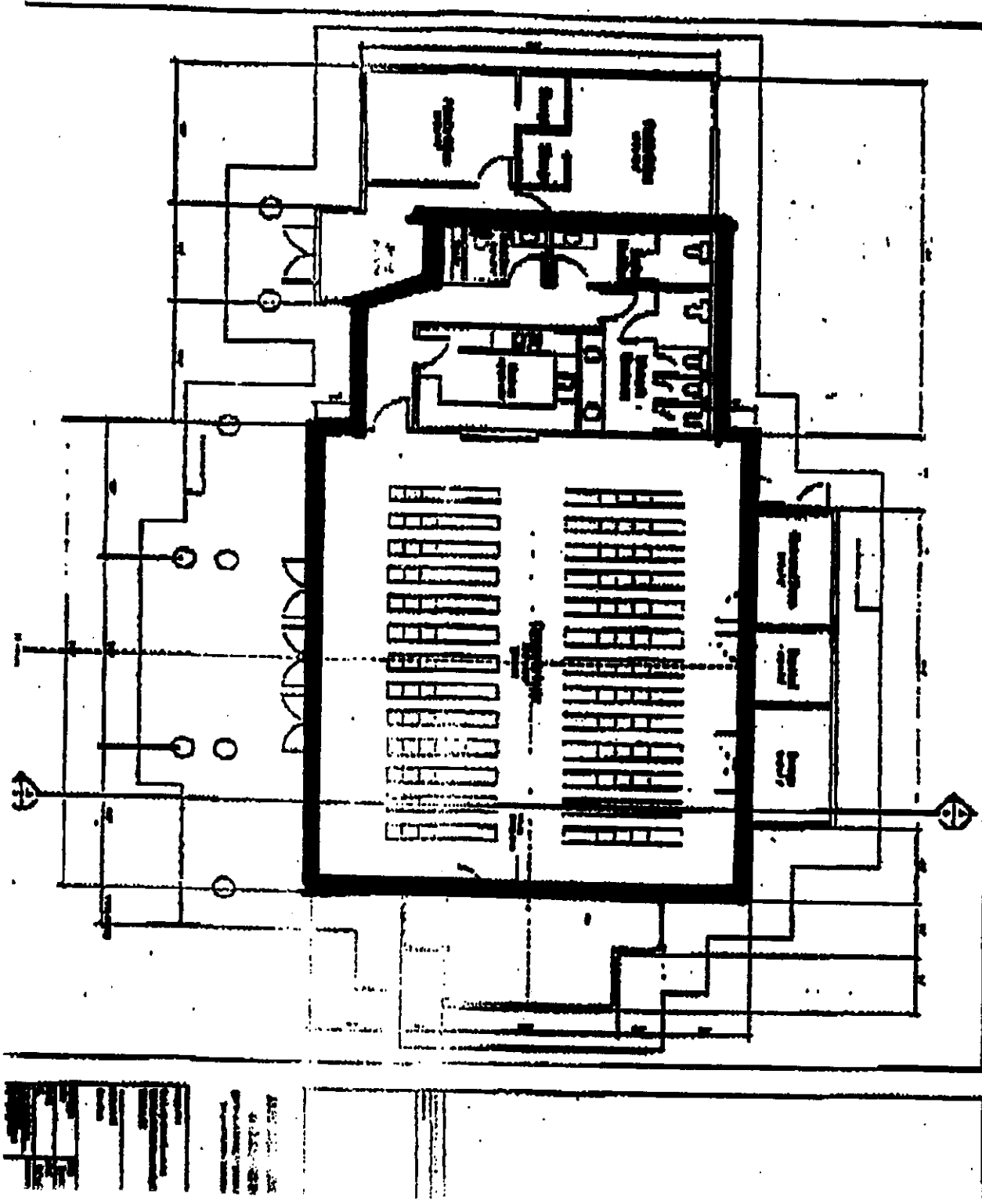
Page 7 of 8 pages

14. Wherever this Covenant creates a power or obligation of the Municipality to make a decision or to exercise any contractual right or remedy, the Municipality may do so in accordance with the provisions of this covenant and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

15. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered by the Owner to the Municipality under seal. The Owner agrees that by executing this Agreement the Owner is conclusively deemed to have affixed the Owner's seal to the Agreement.

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

SCHEDULE "A"



END OF DOCUMENT

26 SEP 2002 10 01

BT350435

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT-PART 1 (This area for Land Title Office use)

Page 1 of 9 Pages

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

Race & Company, Barristers & Solicitors
332-4370 Lorimer Road, Whistler, BC, V0N 1B4
Phone: 604-932-3211

West Coast
Client # 10350

Shelley Key

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

(PID)

(LEGAL DESCRIPTION)

002-974-398

Block 1 Except That Part Included In Plan 15335 District Lot 4753 Plan 14268

3. NATURE OF INTEREST:*

Description

Document Reference
(page and paragraph)

14 02/09/26 10:01:34 01 LM 403290
CHARGE \$55.00

Person Entitled to Interest

Section 219 Covenant

Entire Document

Transferee

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

(a) Filed Standard Charge Terms

— D.F. No.

(b) Express Charge Terms

X Annexed as Part 2

(c) Release

— There is no Part 2 of this Instrument.

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

5. TRANSFEROR(S):*

NELLIE JOHANNA DEN DUYF

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

RESORT MUNICIPALITY OF WHISTLER, a municipality incorporated pursuant to the *Resort Municipality of Whistler Act* and having an office at 4325 Blackcomb Way, Whistler, B.C. V0N 1B4

LAND TITLE ACT**FORM C**

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT-PART 1

Page 2

7. **ADDITIONAL OR MODIFIED TERMS:***

N/A

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

Officer Signature

Execution Date

Transferor Signature

Y M D

2002 7 31

NELLIE JOHANNA DEN DUYF

IAN T. DAVIS
Barrister & Solicitor
#232 - 4370 Lorimer Road
Whistler, B.C. V0N 1B4

Transferee Signature

RESORT MUNICIPALITY OF
WHISTLER by its authorized
signatory(ies):

Hugh O'Reilly, Mayor
Brenda Sims, Clerk

LINDA MANHEIM
Deputy Municipal Clerk

LESLIE ALDRIDGE, Deputy Municipal Clerk
A Commissioner for taking Affidavits
for the Province of British Columbia
Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, B.C. V0N 1B4
(as to both signatures)

2002 08 15**OFFICER CERTIFICATION:**

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

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

\\MUN101\MUN101\SHARES\PLANNING\CB\RA\RA 385 - WHISTLER COMMUNITY CHURCH\COV-Pk-Development-Clean Final.Doc Jul 25, 2002 4:08 PM/RMOW

TERMS OF INSTRUMENT – PART 2**DEVELOPMENT COVENANT**

THIS AGREEMENT dated for reference February 1, 2002 is

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER, a municipality
incorporated pursuant to the *Resort Municipality of Whistler Act*
and having an office at 4325 Blackcomb Way, Whistler, B.C.
V0N 1B4

(the "Municipality")

AND:

NELLIE JOHANNA DEN DUYF, of P.O. Box 5, Whistler, B.C.
V0N 1B0

(the "Owner")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of that vacant parcel of land located at 7226 Fitzsimmons Road, Whistler, British Columbia, which is legally described as:

Parcel Identifier: 002-974-398

Block 1 Except That Part Included In Plan 15335 District Lot 4753 Plan 14268

(the "Land");

- B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250, as amended, permits the registration of a covenant of a negative or positive nature in favour of the Municipality, in respect of the use of land or buildings, the building on land, or the subdivision of land;
- C. The Owner proposes to transfer one portion of the Land to allow its development as a community church and the Owner proposes to develop the other portion of the Land as a residential development;
- D. The Owner wishes to grant this Covenant to the Municipality to restrict the use of the Land during the course of the development;

THIS COVENANT is evidence that in consideration of the premises and promises of this Covenant, the payment of \$1.00 by the Municipality to the Owner, and other good and valuable

consideration (the receipt and sufficiency of which are acknowledged by the parties), the Owner covenants and agrees with the Municipality, in accordance with section 219 of the *Land Title Act*, as follows:

Strict Compliance

1. The Owner covenants, promises and agrees that notwithstanding any bylaws of the Municipality or other laws applying to the Land, the Land shall not be used except in strict accordance with this Covenant.

Subdivision

2. The Owner shall not use the Land until it has been subdivided into the part proposed to be zoned for community church and the part proposed to be zoned for residential use, by Bylaw 1567, 2002, and the Land may not be subdivided in any other way.

No Use Until Development Permit

3. Notwithstanding that the portion of the Land which will be subdivided for community church purposes is not within a development permit area, the Owner shall not commence any clearing or construction on that portion of the Land or use that portion of the Land for any purpose until the Owner applies for and has been issued a development permit according to the same process as development permits are issued in development permit areas except that the development permit for that portion of the Land may be issued by the Municipality's General Manager of Planning and Development Services, and the Owner acknowledges and agrees that she will not be entitled to issuance of a building permit on that portion of the Land until such time as the development permit has been issued.

No Subdivision Until Bus Shelter

4. The Owner shall not subdivide the Land into residential and community church portions unless the Owner, in addition to other subdivision requirements imposed by the Approving Officer, also has constructed a bus shelter on a recognized WAVE route (location to be chosen by the Municipality) or unless the Owner has committed to the Municipality within the Municipality's standard form subdivision servicing agreement to construct the bus shelter and the Owner has provided a letter of credit or other security acceptable to the Municipality for the construction of the bus shelter.

No Subdivision Until Valley Trail

5. The Owner shall not subdivide the Land into residential and community church portions unless the Owner, in addition to other subdivision requirements imposed by the Approving Officer, also:

- (a) has constructed a Valley Trail connection, to the Municipality's urban trail standards and with the specifications shown in Schedule "A" attached hereto, either on the Land or on a highway adjacent to the Land (general and detailed location to be approved by the Municipality) and if the trail is on the Land, the Owner has granted the Municipality a statutory right of way for the trail and that right of way and the associated survey plan have been registered on the title to the Land, all at the Owner's cost; or
- (b) the Owner has committed to the Municipality within the Municipality's standard form subdivision servicing agreement to construct the Valley Trail, to the Municipality's urban trail standards, either on the Land or on a highway adjacent to the Land (general and detailed location to be approved by the Municipality) and the Owner has provided a letter of credit or other security acceptable to the Municipality for the construction of the trail and if the trail is to be on the Land, the Owner has granted the Municipality a blanket statutory right of way for the trail, which right of way may be reduced in area once the trail is constructed and the associated survey plan has been registered on the title to the Land, all at the Owner's cost.

Community Use of Church

- 6. The Owner agrees that should it construct a church facility on the portion of the Land that will be subdivided for that purpose, the Owner, acting reasonably, shall make the church facility meeting rooms (including kitchens and washrooms) available for use by non-profit community organizations, groups and clubs during such times when the Owner is not using the meeting rooms for its own church use, with such community groups having priority over commercial use, provided the church facility has not been previously committed by the Owner, at rates which are affordable to non-profit groups. Notwithstanding anything herein contained, the Owner is entitled to prohibit the use of the church facilities by any individual, corporation, society or other persons for any purpose which the Owner, in its sole and absolute discretion, considers to be contrary to the teachings and tenets of the B.C. Conference of the Mennonite Brethren Churches.

Discharge

- 7. The Municipality agrees that when the Land is subdivided into the residential and community church portions, it will, at the cost of the Owner, discharge this Covenant from the residential portion of the Land and it will amend this Covenant in respect of the church portion of the Land to release the Owner from the requirements in sections 2, 4 and 5 and also section 3 if the requirements of that section have been met.

Inspections

8. The Municipality and any of its officers and employees may inspect the Land for the purpose of ascertaining compliance with this Covenant.

Discharge

9. The Owner acknowledges that it is not in the public interest for this Covenant to be discharged from the Land except in the circumstances outlined in this Covenant.

No Obligations on Municipality

10. The rights given to the Municipality by this Covenant are permissive only and nothing in this Covenant:
- (a) imposes any duty of care or other legal duty of any kind on the Municipality to the Owner or to anyone else;
 - (b) obliges the Municipality to enforce this Covenant, which is a policy matter within the sole discretion of the Municipality; or
 - (c) obliges the Municipality to perform any act, or to incur any expense for any of the purposes set out in this Covenant.

No Effect on Laws or Powers

11. This Covenant does not,
- (a) affect or limit the discretion, rights or powers of the Municipality under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any law or enactment relating to the use or subdivision of the Land; or
 - (c) relieve the Owner from complying with any law or enactment, including in relation to the use or subdivision of the Land.

Indemnity

12. The Owner covenants and agrees with the Municipality that the Owner must release, indemnify and save harmless the Municipality and its elected and appointed officials, officers, employees and agents, from and against any and all actions, causes of action, liabilities, demands, losses, damages, costs, expenses (including legal fees and disbursements), fines and penalties, suffered or incurred by the Municipality, whether

brought by the Owner or by any other person, by reason of a breach of any covenant or agreement of the Owner set forth in this Covenant.

Interpretation

13. Reference in this Covenant to the singular includes a reference to the plural, and reference to the plural includes a reference to the singular, unless the context requires otherwise.

Covenant Runs With The Land

14. Every obligation and covenant of the Owner in this Covenant constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. For certainty, unless the context expressly requires otherwise, the term "Owner" refers to the current and each future owner of the Land, who shall be jointly and severally liable for breaches. This Covenant burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

15. The Owner agrees to do everything necessary, at the Owner's expense, to ensure that this Covenant is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.

Waiver

16. An alleged waiver of any breach of this Covenant is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Covenant does not operate as a waiver of any other breach of this Covenant.

Severance

17. If any part of this Covenant is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Covenant and the rest of this Covenant remains in force unaffected by that holding or by the severance of that part.

No Other Covenants

18. This Covenant is the entire agreement between the parties regarding its subject.

Enurement

19. This Covenant binds the parties to it and their respective successors, heirs, executors and administrators.

Further Acts

20. The Owner must do everything reasonably necessary to give effect to the intent of this Covenant, including execution of further instruments.

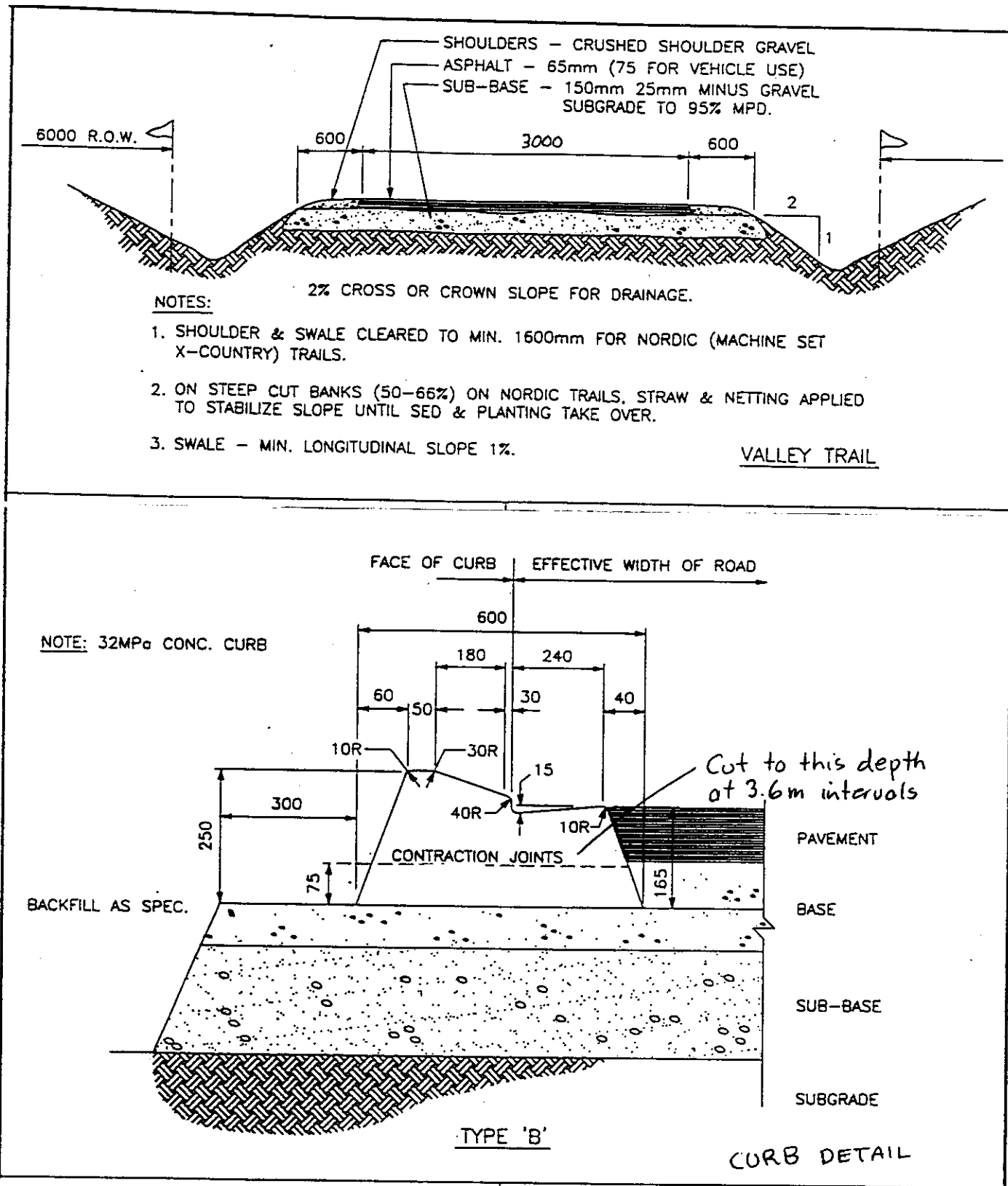
Deed and Contract

21. By executing and delivering this Covenant each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

SCHEDULE "A" VALLEY TRAIL AND CURB DETAIL

Page 9



END OF DOCUMENT

26 SEP 2002 10 01

BT350435

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT-PART 1 (This area for Land Title Office use)

Page 1 of 9 Pages

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

Race & Company, Barristers & Solicitors
332-4370 Lorimer Road, Whistler, BC, V0N 1B4
Phone: 604-932-3211

West Coast
Client # 10350

Shelley Key

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

(PID)

(LEGAL DESCRIPTION)

002-974-398

Block 1 Except That Part Included In Plan 15335 District Lot 4753 Plan 14268

3. NATURE OF INTEREST:*

14 02/09/26 10:01:34 01 LM 403290
CHARGE \$55.00

Description

Document Reference
(page and paragraph)

Person Entitled to Interest

Section 219 Covenant

Entire Document

Transferee

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

(a) Filed Standard Charge Terms

— D.F. No.

(b) Express Charge Terms

X Annexed as Part 2

(c) Release

— There is no Part 2 of this Instrument.

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

5. TRANSFEROR(S):*

NELLIE JOHANNA DEN DUYF

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

RESORT MUNICIPALITY OF WHISTLER, a municipality incorporated pursuant to the *Resort Municipality of Whistler Act* and having an office at 4325 Blackcomb Way, Whistler, B.C. V0N 1B4

LAND TITLE ACT**FORM C**

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT-PART 1

Page 2

7. **ADDITIONAL OR MODIFIED TERMS:***

N/A

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

Officer Signature

Execution Date

Transferor Signature

Y M D

2002 7 31

NELLIE JOHANNA DEN DUYF

IAN T. DAVIS
Barrister & Solicitor
#232 - 4370 Lorimer Road
Whistler, B.C. V0N 1B4

Transferee Signature

RESORT MUNICIPALITY OF
WHISTLER by its authorized
signatory(ies):

Hugh O'Reilly, Mayor
Brenda Sims, Clerk

LINDA MANHEIM
Deputy Municipal Clerk

LESLIE ALDRIDGE, Deputy Municipal Clerk
A Commissioner for taking Affidavits
for the Province of British Columbia
Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, B.C. V0N 1B4
(as to both signatures)

2002 08 15**OFFICER CERTIFICATION:**

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

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

\\MUN101\MUN101\SHARES\PLANNING\CB\RA\RA 385 - WHISTLER COMMUNITY CHURCH\COV-Pk-Development-Clean Final.Doc Jul 25, 2002 4:08 PM/RMOW

TERMS OF INSTRUMENT – PART 2**DEVELOPMENT COVENANT**

THIS AGREEMENT dated for reference February 1, 2002 is

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER, a municipality
incorporated pursuant to the *Resort Municipality of Whistler Act*
and having an office at 4325 Blackcomb Way, Whistler, B.C.
V0N 1B4

(the "Municipality")

AND:

NELLIE JOHANNA DEN DUYF, of P.O. Box 5, Whistler, B.C.
V0N 1B0

(the "Owner")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of that vacant parcel of land located at 7226 Fitzsimmons Road, Whistler, British Columbia, which is legally described as:

Parcel Identifier: 002-974-398

Block 1 Except That Part Included In Plan 15335 District Lot 4753 Plan 14268

(the "Land");

- B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250, as amended, permits the registration of a covenant of a negative or positive nature in favour of the Municipality, in respect of the use of land or buildings, the building on land, or the subdivision of land;
- C. The Owner proposes to transfer one portion of the Land to allow its development as a community church and the Owner proposes to develop the other portion of the Land as a residential development;
- D. The Owner wishes to grant this Covenant to the Municipality to restrict the use of the Land during the course of the development;

THIS COVENANT is evidence that in consideration of the premises and promises of this Covenant, the payment of \$1.00 by the Municipality to the Owner, and other good and valuable

consideration (the receipt and sufficiency of which are acknowledged by the parties), the Owner covenants and agrees with the Municipality, in accordance with section 219 of the *Land Title Act*, as follows:

Strict Compliance

1. The Owner covenants, promises and agrees that notwithstanding any bylaws of the Municipality or other laws applying to the Land, the Land shall not be used except in strict accordance with this Covenant.

Subdivision

2. The Owner shall not use the Land until it has been subdivided into the part proposed to be zoned for community church and the part proposed to be zoned for residential use, by Bylaw 1567, 2002, and the Land may not be subdivided in any other way.

No Use Until Development Permit

3. Notwithstanding that the portion of the Land which will be subdivided for community church purposes is not within a development permit area, the Owner shall not commence any clearing or construction on that portion of the Land or use that portion of the Land for any purpose until the Owner applies for and has been issued a development permit according to the same process as development permits are issued in development permit areas except that the development permit for that portion of the Land may be issued by the Municipality's General Manager of Planning and Development Services, and the Owner acknowledges and agrees that she will not be entitled to issuance of a building permit on that portion of the Land until such time as the development permit has been issued.

No Subdivision Until Bus Shelter

4. The Owner shall not subdivide the Land into residential and community church portions unless the Owner, in addition to other subdivision requirements imposed by the Approving Officer, also has constructed a bus shelter on a recognized WAVE route (location to be chosen by the Municipality) or unless the Owner has committed to the Municipality within the Municipality's standard form subdivision servicing agreement to construct the bus shelter and the Owner has provided a letter of credit or other security acceptable to the Municipality for the construction of the bus shelter.

No Subdivision Until Valley Trail

5. The Owner shall not subdivide the Land into residential and community church portions unless the Owner, in addition to other subdivision requirements imposed by the Approving Officer, also:

- (a) has constructed a Valley Trail connection, to the Municipality's urban trail standards and with the specifications shown in Schedule "A" attached hereto, either on the Land or on a highway adjacent to the Land (general and detailed location to be approved by the Municipality) and if the trail is on the Land, the Owner has granted the Municipality a statutory right of way for the trail and that right of way and the associated survey plan have been registered on the title to the Land, all at the Owner's cost; or
- (b) the Owner has committed to the Municipality within the Municipality's standard form subdivision servicing agreement to construct the Valley Trail, to the Municipality's urban trail standards, either on the Land or on a highway adjacent to the Land (general and detailed location to be approved by the Municipality) and the Owner has provided a letter of credit or other security acceptable to the Municipality for the construction of the trail and if the trail is to be on the Land, the Owner has granted the Municipality a blanket statutory right of way for the trail, which right of way may be reduced in area once the trail is constructed and the associated survey plan has been registered on the title to the Land, all at the Owner's cost.

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- 6. The Owner agrees that should it construct a church facility on the portion of the Land that will be subdivided for that purpose, the Owner, acting reasonably, shall make the church facility meeting rooms (including kitchens and washrooms) available for use by non-profit community organizations, groups and clubs during such times when the Owner is not using the meeting rooms for its own church use, with such community groups having priority over commercial use, provided the church facility has not been previously committed by the Owner, at rates which are affordable to non-profit groups. Notwithstanding anything herein contained, the Owner is entitled to prohibit the use of the church facilities by any individual, corporation, society or other persons for any purpose which the Owner, in its sole and absolute discretion, considers to be contrary to the teachings and tenets of the B.C. Conference of the Mennonite Brethren Churches.

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8. The Municipality and any of its officers and employees may inspect the Land for the purpose of ascertaining compliance with this Covenant.

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9. The Owner acknowledges that it is not in the public interest for this Covenant to be discharged from the Land except in the circumstances outlined in this Covenant.

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Covenant Runs With The Land

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Waiver

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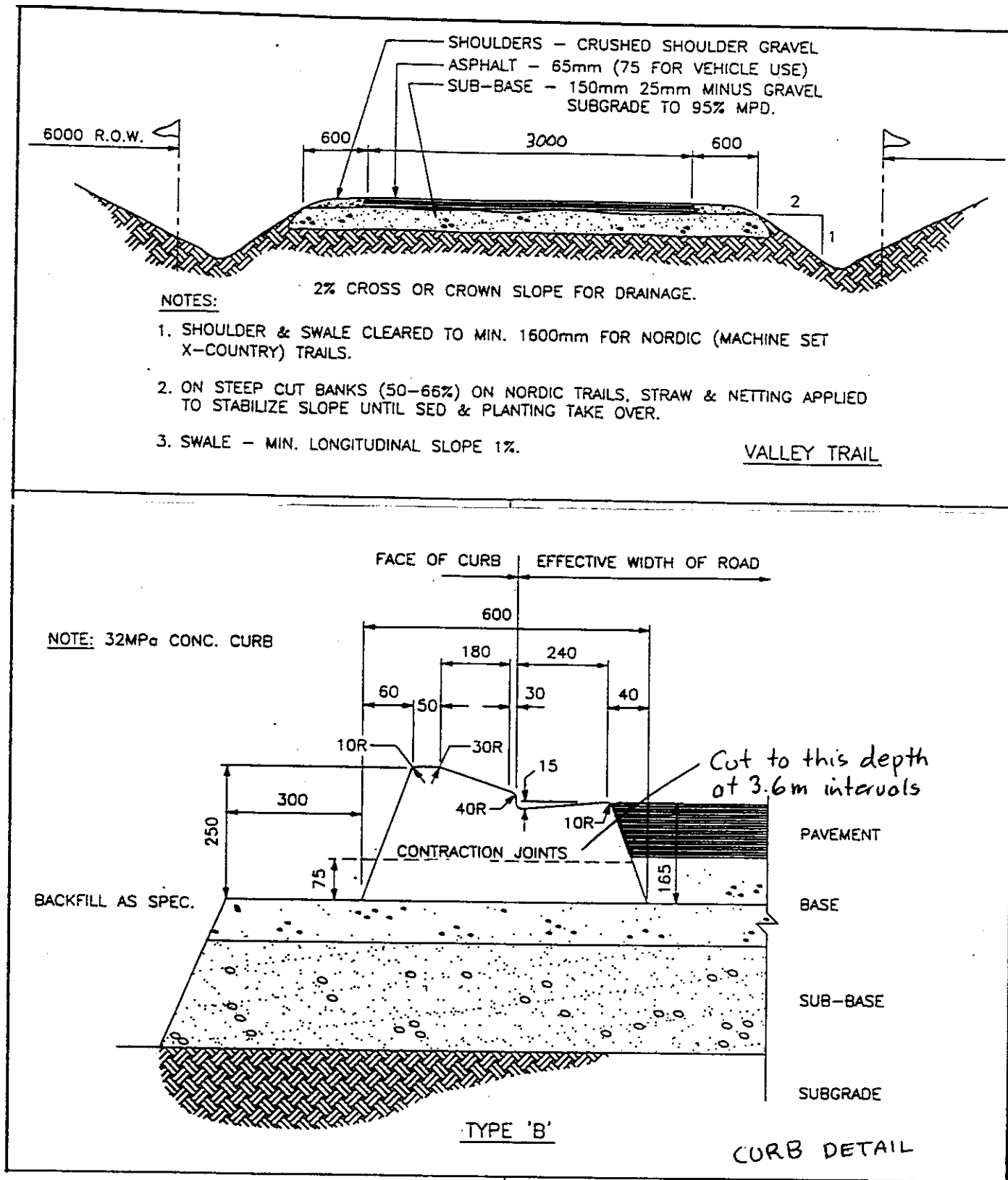
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SCHEDULE "A" VALLEY TRAIL AND CURB DETAIL

Page 9



END OF DOCUMENT