RIVER RUN AT CHEAKAMUS CROSSING

DISCLOSURE STATEMENT

REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA

October 22, 2021

Disclosure Statement with respect to an offering by Whistler 2020 Development Corp. (the "**Beneficial Owner**") and The Resort Municipality of Whistler (the "**Registered Owner**" and together with the Beneficial Owner, the "**Developer**") for the sale of certain proposed bare land strata lots to be located in Whistler, British Columbia, in a development known as "River Run at Cheakamus Crossing" (the "**Development**").

Beneficial Owner

Name:	Whistler 2020 Development Corp.
Business Address:	P.O. Box 278, Whistler, British Columbia V0N 1B0
Address for Service:	1616-808 Nelson Street, Vancouver, British Columbia V6Z 2H2

Registered Owner

Name:	The Resort Municipality of Whistler
Business Address and Address for Service	4325 Blackcomb Way, Whistler, British Columbia V8E 0X5

Brokerage of Developer

Name:	The Whistler Real Estate Company Ltd.
Business Address:	17-4308 Main Street, Whistler British Columbia V8E 1A9

In addition to using The Whistler Real Estate Company Ltd. to market the Strata Lots (as defined in subsection 2.1(b)) in the Development, the Developer may also utilize the services of other licensed realtors, The Whistler Real Estate Company Ltd. may appoint sub-agents, and the Developer reserves the right to market the Strata Lots itself. Any employees of the Developer who market the Strata Lots on behalf of the Developer may not be licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of the purchasers.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the Purchase Agreement. That information has been drawn to the attention of _____ [insert purchaser's name] who has confirmed that fact by initializing the space provided here: _____.

DISCLAIMER

THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT NEITHER THE SUPERINTENDENT, NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA, HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THE DISCLOSURE STATEMENT, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

RIGHT OF RESCISSION

UNDER SECTION 21 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*, THE PURCHASER OR LESSEE OF A DEVELOPMENT UNIT MAY RESCIND (CANCEL) THE CONTRACT OF PURCHASE AND SALE OR LEASE BY SERVING WRITTEN NOTICE ON THE DEVELOPER OR THE DEVELOPER'S BROKERAGE, WITHIN 7 DAYS AFTER THE LATER OF THE DATE THE CONTRACT WAS ENTERED INTO OR THE DATE THE PURCHASER OR LESSEE RECEIVED A COPY OF THE DISCLOSURE STATEMENT.

THE RESCISSION NOTICE MAY BE SERVED BY DELIVERING OR SENDING BY REGISTERED MAIL, A SIGNED COPY OF THE NOTICE TO:

(A) THE DEVELOPER AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER,

(B) THE DEVELOPER AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT,

(C) THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER, OR

(D) THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT.

THE DEVELOPER MUST PROMPTLY PLACE PURCHASER'S DEPOSITS WITH A BROKERAGE, LAWYER OR NOTARY PUBLIC WHO MUST PLACE THE DEPOSITS IN A TRUST ACCOUNT IN A SAVINGS INSTITUTION IN BRITISH COLUMBIA. IF A PURCHASER RESCINDS THEIR PURCHASE AGREEMENT IN ACCORDANCE WITH THE ACT AND REGULATIONS, THE DEVELOPER OR THE DEVELOPER'S TRUSTEE MUST PROMPTLY RETURN THE DEPOSIT TO THE PURCHASER.

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1. THE DEVELOPER

1.1 The Developer

The Beneficial Owner is a British Columbia Company incorporated on January 30, 2004 under Incorporation No. BC0686310.

The Registered Owner was continued as the corporation of the municipality known as the Resort Municipality of Whistler pursuant to the *Resort Municipality of Whistler Act*, RSBC 1996, c.407.

1.2 Purpose of Formation

The Beneficial Owner was incorporated for the purpose of developing and marketing the Development and other developments comprising Cheakamus Crossing (as defined and described in section 2.1). The Beneficial Owner's interest in the Lands (as defined in section 4.1), the other lands comprising Cheakamus Crossing and any rights associated with the Lands, the other lands comprising Cheakamus Crossing and the Development are the only assets of the Beneficial Owner.

The Registered Owner is holding the Lands, and other lands in Cheakamus Crossing, as nominee, agent and bare trustee for the Beneficial Owner and has no beneficial interest in the Lands or other lands in Cheakamus Crossing. The Registered Owner has assets aside from the Lands and other lands in Cheakamus Crossing.

1.3 Registered and Records Office

The registered and records office of the Beneficial Owner is 1616 – 808 Nelson Street, Box 12147 Nelson Square, Vancouver, BC V6Z 42H2.

As the Registered Owner is a resort municipality, it does not have a registered and records office. The Registered Owner has offices located at 4325 Blackcomb Way, Whistler, British Columbia V8E 0X5.

1.4 Directors

The directors of the Beneficial Owner are Susan Margaret Adams, Neil Chrystal, Ralph Forsyth, Duane Jackson, Eric Martin, Alvin G. Poettcker and Emily Taylor.

As the Registered Owner is a resort municipality, it has a mayor and councillors rather than directors. The mayor of the Registered Owner is Jack Crompton and the councillors are Arthur De Jong, Jen Ford, Ralph Forsyth, John Grills, Duane Jackson and Cathy Jewett.

1.5 Background of Developer

(a) *Experience*

The Developer's experience is limited to developing and marketing the Development and other developments comprising Cheakamus Crossing over the past approximately 15 years. Additionally, some of the Beneficial Owner's directors and officers are involved, or have previously been involved, in the development industry and have, in their capacity as directors, officers, employees of, or consultants to, various development entities, completed or been involved in the development of numerous residential and mixed-use commercial and residential properties.

(b) Penalties or Sanctions

To the best of the Developer's knowledge, none of the Developer, nor any principal holder of the Beneficial Owner, nor any of the directors or officers of the Beneficial Owner or of any principal holder of the Beneficial Owner, nor any of the mayor, councillors or statutory officers of the Registered Owner, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

(c) Bankruptcy or Insolvency

To the best of the Developer's knowledge, none of the Developer, nor any principal holder of the Beneficial Owner, nor any of the directors or officers of the Benefical Owner or of any principal holder of the Beneficial Owner, nor any of the mayor, councillors or statutory officers of the Registered Owner, within the last five years before the date of the Developer's declaration attached to this Disclosure Statement, has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency and has not been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

(d) Other Developers

To the best of the Developer's knowledge, no director, officer or principal holder of the Beneficial Owner, nor any director or officer of any principal holder of the Benefical Owner, nor any of the mayor, councillors or statutory officers of the Registered Owner, within the five years prior to the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity was:

(i) subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or

(ii) declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflicts of Interest

The Developer is not aware, to the best of its knowledge, of any existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Beneficial Owner and manager, any directors and officers of the principal holders, the mayor, councillors or statutory officers of the Registered Owner, and any person providing goods or services to the Developer, manager or holders of the Strata Lots in connection with the Development which could reasonably be expected to affect a purchaser's purchase decision, except for the following:

(a) Following completion of the Development, the Beneficial Owner and/or any of its directors may elect to retain Strata Lots (as defined in section 2.1) and may use, occupy, lease or transfer such Strata Lots on terms established by such parties.

(b) The Developer is a wholly owned subsidiary of the Registered Owner, being the Resort Municipality of Whistler. In its role as a resort municipality, the Registered Owner will, *inter alia*, be issuing permits (including, without limitation, the building permits required to construct any improvements on the Strata Lots), requiring various agreements to be registered in the Land Title Office against title to the Lands or be administering and granting approvals pursuant to various agreements registered in the Land Title Office against title to the Lands, as more particularly described in sections 4.3 and 4.4.

(c) It is intended that agreements in favour of the Developer, or entities which may be related to or affiliated with the Developer may be registered in the Land Title Office against title to the Lands, the Common Property (as defined in section 2.1) and/or the Strata Lots which may include permission for the Developer, its affiliates, consultants and related parties to access the Common Property and/or the Strata Lots for the purposes of maintenance, repair and assessment.

(d) It is intended that the Developer will cause the Strata Corporation to enter into or to assume all obligations of the Developer under easements, statutory rights of way, restrictive covenants (including, without limitation, covenants pursuant to section 219 of the *Land Title Act* (British Columbia) (the "**LTA**") and other agreements which may encumber the Lands, the Strata Lots and/or the Common Property.

(e) The Developer may obtain certain financing related to the Development, including the construction financing, a deposit protection insurance facility, from an entity related to the Developer.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

(a) Location of the Development

The Development will be known and referred to as "River Run at Cheakamus Crossing". The Development will be located at 1700 Mount Fee Road, on the Lands in the Lower Cheakamus Valley within the Resort Municipality of Whistler, British Columbia (in its capacity as the local government having jurisdiction, the "**Municipality**"). The civic address for the Development is subject to change at the discretion of the Developer and as required by the Municipality. The Developer expects that some, or all, of the Strata Lots will eventually be assigned individual addresses by the Municipality. The sketch plan attached as Exhibit H to this Disclosure Statement shows the general location of the Development.

The Development comprises part of the neighbourhood known as "Cheakamus Crossing". Cheakamus Crossing is a mixed-use, planned community, with many of the residential developments in "phase one" thereof originally serving as temporary athletes' housing between November 2009 and May 2010 for the 2010 Olympic and Paralympic Games. Commencing in June of 2010, the units in these developments were retrofitted to serve as permanent housing, the majority of which are employee restricted units.

The proposed second phase of development of Cheakamus Crossing is currently expected to consist of the Development, a number of development parcels which may be used for employee housing and/or market housing, and approximately 100 employee restricted apartment units

which will be sold to Whistler Housing Authority's housing waitlist. Potential purchasers should be aware that the proposed developments and uses of the development parcels within Cheakamus Crossing may change and that such parcels may be constructed over time. While some of the developments within Cheakamus Crossing have been, are being, or will be developed by the Developer, these developments will not be included in the Strata Plan (as defined in subsection 2.1(b)) or form part of the Strata Corporation (as defined in subsection 2.1(b)). Additionally, none of the other developments in Cheakamus Crossing or any components comprising them are being offered for sale under this Disclosure Statement.

(b) The Development

The Development will be located on the Lands and is currently expected to include 23 bare land strata lots (collectively, the "**Strata Lots**" and each, a "**Strata Lot**"). The Strata Lots are all intended for residential use.

The Strata Lots in the Development are intended to be of the following types:

Type of Strata Lots	
Strata Lots which allow only a duplex dwelling	10
Strata Lots which allow only a detached dwelling	13
Total	23

Titles for the individual Strata Lots will be created by the deposit of a final surveyed bare land strata plan (the "**Strata Plan**") for the Development in the Lower Mainland Land Title Office (the "**Land Title Office**"). Following the deposit of the Strata Plan, it is expected that the Strata Lots will be legally described as follows:

Strata Lots 1 to 23
District Lot 8073
Group 1, New Westminster District
Plan BCS_____

The plan number for the Strata Plan will be assigned when the Strata Plan is deposited in the Land Title Office. Each Strata Lot will be a separate Strata Lot and will be owned individually. Collectively, all of the owners of the Strata Lots in the Development will form a strata corporation (the "**Strata Corporation**"), which will be created pursuant to the provisions of the *Strata Property Act* (British Columbia) (the "***Strata Property Act***") upon the deposit of the Strata Plan in the Land Title Office.

Each purchaser will own his or her Strata Lot, together with a proportionate share of the common property (the "**Common Property**") of the Development, which is comprised of all the land and buildings outside the individual Strata Lots but contained within the Development.

The preliminary strata plan (the "**Preliminary Plan**") for the Development showing the proposed layout and the proposed dimensions, lot lines and location of the Strata Lots and the Common Property in the Development is attached as Exhibit A to this Disclosure Statement. The actual layout, dimensions, lot lines and location of the Strata Lots and the Common Property, may vary somewhat from what is depicted on the Preliminary Plan and the area of the Strata Lots on the final surveyed Strata Plan may also vary somewhat from the Preliminary Plan.

The dimensions, areas, lot lines and locations of the Strata Lots, as shown on the Preliminary Strata Plan and in any sales brochures or other marketing materials, are provided for information purposes only, are not represented as being the actual final areas, lot lines, dimensions or locations of the Strata Lots and may vary from the Strata Plan due to normal variations and

different measurement methods. The Preliminary Strata Plan is subject to modification based on compliance with any requirements imposed by the Municipality or any other governmental authority and based on the Developer's requirements or the advice it receives from its consultants.

The Developer reserves the right to alter the division among the types of Strata Lots and consolidate and/or divide any of the Strata Lots and/or consolidate any part of the Common Property with any Strata Lot such that the number of Strata Lots (or the number of any type of Strata Lot) may increase or decrease. In addition, the Developer reserves the right to change the civic address for the Development and/or any part thereof and the civic addresses and strata lot numbers of any of the Strata Lots, in its sole discretion or at the request of the Municipality. As a consequence of any such changes, the suite and strata lot numbers assigned to any of the Strata Lots may change and the Unit Entitlement (as defined in section 3.1) and monthly assessment figures with respect to any of the Strata Lots may be adjusted.

The Developer is offering all of the Strata Lots for sale under this Disclosure Statement.

2.2 Permitted Use

The zoning applicable to the Lands is RM CD2 (Residential Multiple – Comprehensive Development 2), as provided in Resort Municipality of Whistler Zoning and Parking Bylaw No. 303, 2015, as amended (the "**Zoning Bylaw**"). Such zoning permits, *inter alia*, the Development and the use of the Strata Lots for residential purposes. Additional permitted uses, if any, are shown in the excerpt from the Zoning Bylaw attached as Exhibit I to this Disclosure Statement. All capitalized terms used in the excerpt attached as Exhibit I but not defined therein are as defined in the Zoning Bylaw.

The permissible use of the Strata Lots intended by the Developer is that of Area D3, being detached dwellings and duplex dwellings. Under the zoning applicable to the Development, there may be other permissible uses of the Strata Lots beyond those intended by the Developer. Subject to the foregoing, however, the Strata Lots are not intended to be used for commercial/business purposes or other purposes not ancillary to residential purposes.

Proposed Strata Lots 3 and 4, 11 and 12, 15 and 16, 20 and 21, and 22 and 23 (collectively, the "**Duplex Strata Lots**" and each, a "**Duplex Strata Lot**") are configured to allow for duplex dwellings with the maximum allowable gross floor area being 350 square metres (over both sides of the duplex) or a floor space ratio of 0.4 whichever is lower, and the applicable zoning stipulates that only duplex dwellings may be constructed on these pairs of Strata Lots. The covenant referred to in section 4.4(d) will also impose this restriction on these Strata Lots. The maximum allowable area for a dwelling within a duplex dwelling is 175 square metres. The remaining Strata Lots are designed for detached dwelling units with a maximum gross floor area of 325 square metres or a floor space ratio of 0.35 whichever figure is lower. The maximum gross floor area of an auxiliary residential dwelling unit contained within a detached dwelling unit is 90 square metres. The Zoning Bylaw including, without limitation, the permissible uses and the rules regarding what may be constructed within the Strata Lots is subject to change by the Municipality.

The complete text of the Zoning Bylaw, and further information and details about zoning requirements and permissible uses applicable to the Development, can be obtained from the Municipality's Planning Department. Contact information for the Municipality's Planning Department is as follows:

Address: 4325 Blackcomb Way, Whistler, B.C. V8E 0X5
Phone: 604-935-8170
Email: planning@whistler.ca

Website: https://www.whistler.ca/municipal-gov/bylaws-and-regulations/bylaw/zoning-and-parking-bylaw

Purchasers should be aware that the Zoning Bylaw is subject to change by the Municipality and that the Municipality's website set out above is updated from time to time but, at any particular time, may not be up to date.

The contact information set out above is current as of the date of this Disclosure Statement. If a purchaser attempts and is unable to contact the Municipality using this contact information, or finds that this information is no longer accurate, the purchaser should contact the Municipality and ask to speak with someone in the Municipality's Planning Department regarding zoning.

2.3 Building Construction

(a) Construction

The Developer will not be constructing any improvements on the Strata Lots. The construction of any and all improvements on a Strata Lot including, without limitation, the duplex dwellings and related improvements to be constructed on the Duplex Strata Lots will be the responsibility of the purchaser of such Strata Lot.

Construction of any improvements made on individual Strata Lots by or on behalf of the owners of such Strata Lots will be subject to the Zoning Bylaw, the lawful requirements of the Municipality and any other applicable statutes, rules and regulations. Construction of any improvements made on the individual Strata Lots will also be subject to the Design Guidelines (as defined and described in subsection 2.3(c)) and the encumbrances registered against title (as more particularly described in subsections 4.3 and 4.4). The owners of the Strata Lots will be responsible for obtaining all necessary permits and approvals including, without limitation, the building permits, and all costs and fees associated therewith.

(b) Building Permit

The Developer is not required to obtain building permits in order to file the Strata Plan and service the Strata Lots. Strata Lot purchasers will be required to obtain a building permit from the Municipality in connection with the construction of any improvements on the Strata Lots.

The Municipality will require that the building permit for both sides of the duplex to be constructed on the Duplex Strata Lots must be issued, and both sides of the duplex must be constructed, at the same time. This means, for example, that if the purchasers of Strata Lot 3 and Strata Lot 4 are not the same, they will have to coordinate and apply together to the Municipality for the building permits for the duplex to be constructed on Strata Lots 3 and 4. Potential purchasers of the Duplex Strata Lots may also wish to speak to their lenders about whether the financing for the purchase and construction of the Duplex Strata Lots needs to be coordinated, such that, for example, the same lender has security over, and finances the acquisition and construction of, Strata Lot 3 and Strata Lot 4.

Currently, the wait time for issuance of a residential building permit in Whistler, B.C. is, at a minimum, approximately 10 to 12 weeks from the date the completed building permit application is submitted to the Municipality. There are also costs associated with obtaining building permits including application fees, which purchasers of the Strata Lots will be responsible to pay.

Further information and details about building permits, can be obtained from the Municipality's Building Department. Contact information for the Municipality's Building Department is as follows:

Address: 4325 Blackcomb Way, Whistler, B.C. V8E 0X5
Phone: 604-935-8150
Email: buildingdept@whistler.ca
Website: https://www.whistler.ca/business/land-use-and-development/building/permits-applications-forms

Purchasers should be aware that the building permit process is subject to change by the Municipality and that the Municipality's website set out above is updated from time to time but, at any particular time, may not be up to date.

The contact information set out above is current as of the date of this Disclosure Statement. If a purchaser attempts and is unable to contact the Municipality using this contact information, or finds that this information is no longer accurate, the purchaser should contact the Municipality and ask to speak with someone in the Municipality's Building Department regarding building permits.

(c) Design Guidelines

On closing, purchasers of the Strata Lots will be required to enter into a design guidelines agreement with the Developer, substantially in the form attached as Exhibit G to this Disclosure Statement (the "**Design Guidelines Agreement**") and to pay to the Developer the amount of $10,000 (the "**DGA Deposit**"), which amount will be held by the Developer, without interest, as security for the observance and performance of the purchaser's covenants and obligations under the Design Guidelines Agreements. Purchasers will also be required to pay the Developer a non-refundable, building plan review fee of $3,000 for the costs associated with the Developer reviewing building plans to ensure such plans comply with the Design Guidelines Agreement. The Developer will refund the DGA Deposit to the purchaser within 30 days following notice by the purchaser to the Developer of substantial completion of the improvements and landscaping on the Strata Lot and confirmation that the purchaser has otherwise observed and performed the purchaser's obligations under the Design Guidelines Agreement. The Developer will be entitled to retain the DGA Deposit where the purchaser fails to observe or perform any of its covenants or obligations under the Design Guidelines Agreement, without prejudice to the Developer's other rights and remedies under the Design Guidelines Agreements.

In accordance with the Design Guidelines Agreement and the Bylaws (as defined in section 3.5), all improvements on the Strata Lots will be required to comply with the design guidelines (the "**Design Guidelines**") established for the Development by the Developer and attached as Schedule A to both the Design Guidelines Agreement and the Bylaws. The Design Guidelines establish requirements for such matters as massing, roof design, construction materials, exterior colour and finishes, roof materials, landscaping, parking and building siting. Prospective purchasers should review the Design Guidelines and Bylaws carefully.

The Design Guidelines Agreement also provides that owners of the Strata Lots must not sell, transfer or lease a Strata Lot, unless the owner first obtains from the purchaser, transferee or lessee, a covenant in writing, executed under seal, in favour of the Developer pursuant to which the purchaser, transferee or lessee agrees to assume and to be bound by the terms of the Design Guidelines Agreement.

(d) Construction by Purchasers

The purchasers of the Strata Lots are responsible for reviewing and complying with the bylaws, rules, regulations and other requirements of the Municipality and any other applicable authority with respect to the requirements for the approval of any construction proposed by the purchasers on the Strata Lots (including pursuant to any of the registered agreements referred to in sections 4.3 and 4.4, and the Developer will be under no obligation to the purchasers in connection therewith. However, the Developer wishes to bring the following matters to the attention of prospective purchasers of the Strata Lots:

(i) the Developer will pay to the Municipality any applicable works and service charges payable in connection with the bare land strata plan subdivision creating the Strata Lots, provided however that purchasers will be responsible for all costs arising out of, or in connection with, the approval and issuance of a building permit by the Municipality for, and the construction of, any improvements located on the Strata Lots and connection to water, sewer and other services which the Developer will install or cause to be installed, to the applicable property boundary of each Strata Lot;

(ii) the Preliminary Plan contains important information in respect of the Strata Lots and the development of the Strata Lots, including the approximate areas and certain approximate dimensions of the Strata Lots; and

(iii) the building envelope sketch plan attached as Exhibit A-1 to this Disclosure Statement shows the approximate locations of the building envelopes for the Strata Lots (shown in dashed lines), which is important because no dwelling unit may be built on a Strata Lot except within the building envelope for the Strata Lot.

Note that all of the foregoing are subject to any change required by the Municipality or made necessary or desirable based upon further on-site investigations by the Developer

2.4 Phasing

The Development is not a phased development.

3. STRATA INFORMATION

3.1 Unit entitlement

The unit entitlement (the "**Unit Entitlement**") of each Strata Lot is a figure indicating its share in the Common Property and assets of the Development and is used to determine each Strata Lot owner's contribution to common expenses incurred in respect of the Common Property and common assets of the Strata Corporation. The proposed schedule of Unit Entitlement for the Strata Lots, in Form V under the *Strata Property Act*, is attached as Exhibit B to this Disclosure Statement. Concurrently with the deposit of the Strata Plan, the Developer will file a final Form V in the Land Title Office. As set out in Exhibit B, the Unit Entitlement for each Strata Lot will be the same, which is the standard formula used for bare land strata lots.

3.2 Voting Rights

There will be one Strata Corporation in respect of the Strata Lots. Each Strata Lot will have one vote in the Strata Corporation.

3.3 Common Property and Facilities

Each of the Strata Lot owners will be entitled to a proportionate share of the Common Property and the common facilities and other assets of the Strata Corporation, which the owners of the Strata Lots will own as tenants in common. The undivided share of the Common Property and common assets of the Strata Corporation owned by each owner of a Strata Lot will be based on the Unit Entitlement of such owner's Strata Lot.

The Common Property of the Development includes a paved internal access road (the "**Common Property Road**") as shown on the Preliminary Plan attached as Exhibit A to this Disclosure

Statement. The Developer reserves the right to expand and/or reduce the size of any areas designated as Common Property.

The Bylaws will provide that the Strata Corporation will be responsible for maintaining and repairing the Common Property and the common facilities and other assets of the Strata Corporation. Without limiting the generality of the foregoing and for greater certainty, the Strata Corporation will be responsible for the maintenance and repair of the Common Property Road. .

Costs and expenses incurred by the Strata Corporation in connection with the maintenance and repair of the Common Property and common facilities and other common assets of the Strata Corporation which are for the benefit of all of the Strata Lots will be shared by the owners of all of the Strata Lots on the basis of the Unit Entitlement of the Strata Lots and included in the Strata Lot owners' monthly assessments (see subsection 3.7(d)). The costs expected to be incurred by the owners of the Strata Lots during the initial operating year are included in the interim budget of the Strata Corporation attached hereto as Exhibit D.

Certain of the Common Property including, without limitation, the Common Property Road, may be located adjacent to or in the vicinity of certain Strata Lots and may obstruct views, sight lines or light in respect of certain Strata Lots. In addition, noise, vibration, light and/or odours emanating from certain of the Common Property may be more perceptible to the occupants of some of the Strata Lots than others.

3.4 Limited Common Property

The Developer will not be designating any Common Property as limited common property on the Strata Plan. However, the Developer reserves the right to designate any Common Property as limited common property on the Strata Plan.

3.5 Strata Bylaws

Strata corporations have bylaws that govern certain of the affairs of strata developments and the owners of strata lots within such developments. Bylaws provide for the control and management, administration, use and enjoyment of the strata lots and the common property in strata developments.

The Developer intends to adopt as the bylaws (the "**Strata Bylaws**") for the Strata Corporation the Schedule of Standard Bylaws under the *Strata Property Act*, modified as set out in the Form Y bylaw amendments under the *Strata Property Act* in the form attached as Exhibit C to this Disclosure Statement which will be filed in the Land Title Office concurrently with the deposit of the Strata Plan.

The Developer reserves the right to make amendments to the Strata Bylaws prior to filing the Strata Bylaws for registration in the Land Title Office. The Strata Bylaws will be filed for registration in the Land Title Office, in Form Y under the *Strata Property Act*, concurrently with the filing of the Strata Plan.

Prospective purchasers should carefully review the Strata Bylaws. Without limiting the significance of other provisions of the Strata Bylaws, the Strata Bylaws impose certain restrictions regarding rentals and the use and resale of the Strata Lots and certain other matters, including, without limitation and as more particularly described in the Strata Bylaws, those restrictions summarized as follows:

(a) Pets

There are no restrictions on pets regarding pets in the Strata Bylaws.

(b) Use of Property

Bylaw 3 contains certain restrictions on the use of property. Bylaw 3(1) provides that an owner, tenant, occupant or visitor must not use a Strata Lot, the Common Property or common assets in a way that causes a nuisance or hazard to another person, causes unreasonable noise, unreasonably interferes with the rights of other persons to use and enjoy the Common Property, common assets or another Strata Lot, is illegal, or is contrary to a purpose for which the Strata Lot or Common Property is intended as shown expressly or by necessary implication on or by the Strata Plan.

Bylaw 3(2) provides that an owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the Common Property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act* (British Columbia) (the "***Strata Property Act***").

Bylaw 4(1) provides that within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the Strata Plan, if any.

Bylaw 5 provides that the construction of, and any alteration to, the Strata Lots must comply with the Design Guidelines, a copy of which is attached as Exhibit A to the Strata Bylaws. As set out above, the Design Guidelines establish requirements for such matters as massing, roof design, construction materials, exterior colour and finishes, roof materials, landscaping, parking and building siting. Prospective purchasers should review this Bylaw and the Design Guidelines carefully.

Bylaw 6(1) provides that an owner must obtain the written approval of the Strata Corporation before making an alteration to Common Property, including limited common property, or common assets. Bylaw 6(2) provides that the Strata Corporation may require, as a condition of its approval at that the owner agree in writing, to take responsibility for any expenses relating to the alteration.

Bylaw 7(1) provides that an owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain Common Property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under the Strata Bylaws or insure under section 149 of the *Strata Property Act*.

(c) Rentals

Bylaw 4(2) provides that on request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name. While there are no other Strata Bylaws which impose restrictions on Strata Lot rentals, prospective purchasers should be aware that there may be Municipal bylaws which restrict rentals or impose requirements, such as the Zoning Bylaw and the *Tourist Accommodation Regulation* Bylaw No. 2142, 2017.

(d) Resale of Strata Lots

There are currently no Strata Bylaws which impose restrictions on the resale of the Strata Lots.

3.6 Parking

The owner of each Strata Lot is entitled to construct parking spaces within the Strata Lot as required by the Strata Lot owner and in conformance with the requirements of the Design Guidelines, the Strata Bylaws, the Zoning Bylaws and any requirements of the Municipality pursuant to the applicable zoning and other bylaws. There will be no common parking areas in the Development.

3.7 Budget

(a) Each Strata Lot owner will be responsible for real property taxes for his or her Strata Lot and municipal water and sewer charges for his or her Strata Lot, together with a proportionate share of the property taxes levied in respect of the Common Property, calculated based on the Unit Entitlement for the Strata Lot. Property taxes and municipal water and sewer charges for each Strata Lot are levied by and payable to the Municipality, and are not included in the proposed budgets of estimated operating costs of the Strata Corporation attached as Exhibit D to this Disclosure Statement. On completion of the purchase of his or her Strata Lot from the Developer, each Strata Lot owner will be required to pay, as an adjustment to the purchase price of his or her Strata Lot, a sum in lieu of property taxes equal to the product of the purchase price, multiplied by the Municipality's then current residential mil rate for the year multiplied by a fraction the numerator of which is the number of days remaining in the year divided by 365. If the mil rate has not been established for the year, the mil rate used for the foregoing calculation will be the mil rate for the preceding year, plus five percent thereof. Commencing the year after the purchase of a Strata Lot, property taxes will be levied by and payable to the Municipality. Property taxes are separate and apart from charges payable for other utilities.

(b) The following services are paid for by the Strata Corporation and the cost will be allocated to the owners of the Strata Lots on the basis of Unit Entitlement and included in their monthly assessments:

(i) repair and maintenance of the Common Property and the Common Property Road;

(ii) lighting and other utilities servicing the Common Property, if any;

(iii) water and sewer charges levied by the Municipality in respect of the Common Property, if any;

(iv) insurance required to be maintained by the Strata Corporation in respect of the Development (see section 3.10); and

(v) snow removal for the Common Property Road and driveways.

(c) With the exception of those services described in subsection 3.7(b), all utilities and services including, without limitation, electricity, cable, internet services and telephone, will be separately metered for or assessed or billed to each of the Strata Lots and will be the responsibility of each Strata Lot owner. Such charges are not included in the budgets of estimated operating costs of the Strata Corporation attached as Exhibit D to this Disclosure Statement. Purchasers must make the appropriate arrangements at their own cost directly with the applicable providers of these utilities and services.

(d) *Interim Budget*

The Developer must pay all expenses of the Strata Corporation up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs. The proposed interim budget of estimated operating expenses (the "**Interim Budget**") for the Strata Corporation for the 12 month period commencing on the first day of the month following the date of the first conveyance of a Strata Lot to a purchaser is attached as Exhibit D to this Disclosure Statement. The costs set out in the interim budget are estimates based on the best information available at the time of preparation and the actual costs may vary from those set out in the Interim Budget as they are outside the control of the Developer.

Exhibit D also sets out the estimated monthly assessments for the Strata Lots during the initial operating year. Operating expenses in the interim budget have been allocated to the owners of the Strata Lots in accordance with the *Strata Property Act* and the Strata Bylaws and included in their monthly assessments.

At the first annual general meeting of the Strata Corporation and each annual general meeting thereafter, the Strata Corporation will approve a new Strata Corporation budget for the following 12-month period. The monthly assessments for each such 12-month period will be calculated based on the applicable approved budget and the Unit Entitlement for each Strata Lot.

(e) *Contingency Reserve Fund*

Pursuant to the requirements of the *Strata Property Act*, the Developer will establish a contingency reserve fund by making a one-time contribution to that fund at the time of the first conveyance of a Strata Lot to a purchaser equal to 5% of the estimated operating expenses as set out in the Interim Budget. A contingency reserve fund is established to pay for common area expenses that usually occur less often than once a year or do not usually occur.

The Interim Budget includes a contingency reserve fund component of 5% of the estimated operating expenses (which is in addition to the 5% contributed by the Developer). However, the contingency reserve fund will increase to 10% of the estimated operating expenses after the first annual general meeting(s) of the Strata Corporation and is required to remain at 10% each year until the contingency reserve fund is at least equal to 25% of the estimated operating expenses in the then current budget(s) at which time of the Strata Corporation can approve a different amount.

(f) *Interim Budget Shortfalls*

If the Strata Corporation's actual expenses for the period commencing on the first day of the month following the date of the first conveyance of a Strata Lot to a purchaser until the first annual general meeting of the Strata Corporation exceed the estimated expenses for that period set out in the Interim Budget, the *Strata Property Act* requires the Developer to pay the shortfall to the Strata Corporation within eight weeks after the first annual general meeting. In addition to paying the amount of the shortfall, the Strata Property Act would require the Developer to pay the Strata Corporation a penalty in the amount of twice the shortfall if the actual expenses are more than 10% but less than 20% greater than the estimated expenses set out in the Interim Budget, and three times the shortfall if the actual expenses are more than 20% greater than the estimated expenses set out in the Interim Budget.

These provisions of the Strata Property Act only apply to the Interim Budget attached as Exhibit D, and not to any subsequent annual budgets for the Strata Corporation, approved at the first annual general meeting or any subsequent annual general meeting.

3.8 Utilities and Services

(a) *Utilities*

The Developer will install storm sewer, sanitary sewer, water, electricity, telephone and cable television to the lot lines of each Strata Lot. Natural Gas and propane will not be installed by the Developer, as Covenant CA9354648 (see section 4.3(b)(viii) and Exhibit K) provides that no building on the Lands shall be connected to any source of natural gas or propane.

Hook-up to the services provided will be the responsibility of each Strata Lot owner. All underground works, facilities and equipment required in connection with the provision of utilities to the Strata Lot will be located within either the Common Property or the Strata Lots.

(b) *Access and Roads*

The Development will be accessed via a public dedicated road known as Mount Fee Road. Internal access within the Development will be by way of the Common Property Road.

(c) Fire Protection

Firefighting services for the Development are provided by the Municipality.

3.9 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a management agreement with a management company selected by the Developer with respect to the control, management, and administration of the Common Property. The manager will not be related to the Developer. Under section 24 of the *Strata Property Act***,** such management agreement will terminate automatically on the date that is four weeks after the date of the second annual general meeting of the Strata Corporation unless the Strata Corporation, by majority vote at the second annual general meeting, resolves to continue the management agreement. The agreement may also be terminated at any time on two months notice: (i) by the Strata Corporation if the cancellation is approved by a ¾ vote at a meeting of the Strata Corporation; and (ii) by the manager.

3.10 Insurance

The Developer will cause the Strata Corporation, on its creation by deposit of the final surveyed Strata Plan in the Land Title Office, to obtain the following insurance coverage, as required by the Strata Property Act:

(a) full replacement insurance on the Common Property and the common assets; and

(b) liability insurance for property damage and bodily injury in an amount not less than $2,000,000.

The items described in paragraph 3.10(a) above will be insured against major perils, including fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

The Developer will also cause the Strata Corporation to obtain errors and omissions insurance for the strata council members. Each purchaser will be responsible for insuring personal property within his or her own Strata Lot and taking out public liability insurance in respect of his or her Strata Lot when the transfer of the Strata Lot from the Developer is completed. The Developer may recover a portion of the first year's insurance premium from the Strata Lot purchasers by way of an adjustment at the time of closing.

3.11 Rental Disclosure Statement

Pursuant to the *Strata Property Act*, the Developer must disclose to any purchaser the intention to lease any unsold Strata Lots in order to preserve the right of the Developer and the right of subsequent owners of each Strata Lot to lease the Strata Lots in the future. The Developer does not currently intend to rent out any of the Strata Lots, but will reserve the right for itself and subsequent owners of the Strata Lots to rent or lease any or all of the Strata Lots by filing a rental disclosure statement (the "**Rental Disclosure Statement**"), in Form J under the *Strata Property Act*, in respect of all of the Strata Lots with the Superintendent of Real Estate (the "**Superintendent**") concurrently with the filing of this Disclosure Statement. A copy of the Rental Disclosure Statement is attached as Exhibit E. to this Disclosure Statement.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

(a) The Strata Lots will be located on the lands and premises currently legally described as follows:

Parcel Identifier: 031-508-537
Lot 4
District Lot 8073
Group 1
New Westminster District Plan EPP111931

(the "**Lands**").

(b) Following the deposit of the Strata Plan in the Land Title Office in respect of the Lands, it is expected that the Strata Lots will be legally described as follows:

Strata Lots 1 to 23
District Lot 8073
Group 1
New Westminster District
Strata Plan EPS_____

together with an interest in the common property in proportion to the unit entitlement of the Strata Lots as shown on Form V.

The plan number for the Strata Plan will be assigned prior to the Strata Plan being deposited in the Land Title Office.

4.2 Ownership

(a) The Resort Municipality of Whistler is the registered owner of the Lands.

(b) The Resort Municipality of Whistler holds title to the Lands as nominee, agent and bare trustee for and on behalf of the Beneficial Owner

4.3 Existing Encumbrances and Legal Notations

The following legal notations and encumbrances are, unless otherwise indicated, as of the date of this Disclosure Statement, registered or pending registration against title to the Lands and, unless otherwise indicated, will remain registered against title to the Lands, the Strata Lots and/or the Common Property and bind purchasers following completion of the purchase and sale of Strata Lots:

(a) Legal Notations

(i) Subject to Provisos, See Crown Grant BA311771

The Lands are subject to any conditional or final water licences or substituted water licences issued or given under the Water Act and all subsisting grants to or rights of any person made under the Mineral Tenure Act, Coal Act or Petroleum and Natural Gas Act.

(ii) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB143626

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of the parent parcel to the Lands, legally described as PID: 026-772-213, Block A, District Lot 8073, Group 1, New Westminster District, Except: Plan EPP277 (the "**Block A**").

(iii) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB304513

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(iv) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB304514

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(v) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB318836

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(vi) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB318839

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(vii) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB343598 Expires 2010/05/30

This legal notation is a notice that a Temporary Commercial Use Permit has been issued by the Municipality in respect of Block A. This permit expired May 30, 2010.

(viii) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB838591

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(ix) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB850321

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(x) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB855854

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(xi) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB867916

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(xii) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB871735

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(xiii) This Title May Be Affected by a Permit Under Part 26 of the Local Government Act, See BB883311

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(xiv) Hereto is Annexed Easement CA817910 Over Lot 2 Plan EPP277

Hereto is Annexed Easement CA817911 Over Lot 3 Plan EPP277

These legal notations indicate that the Lands have the benefit of easements over Lot 2 District Lot 8073 Group 1, New Westminster District Plan EPP277 ("**Lot 2**") and Lot 3 District Lot 8073 Group 1, New West Minster District Plan EPP277 ("**Lot 3**") for the purpose of entering over, on, in and under the easement areas on Lot 2 and Lot 3 for, among other things, the construction, operation and maintenance of facilities for the purpose of conveying, draining and disposing of water runoff and subsurface ground water (the "**Storm Water**"), and to allow

Storm Water from the Lands to enter upon and pass over the easement areas on Lot 2 and Lot 3.

(xv) Housing Agreement Notice, Local Government Act, S. 483 See CA8925453

This legal notation is a notice that the Lands are subject to a housing agreement dated and issued April 15, 2021 pursuant to section 483 of the *Local Government Act*. Housing Agreement Covenant CA8925452 has been discharged from title to the Lands.

(xvi) This Title May be Affected by a Permit Under Part 14 of the Local Government Act, See CA9206820

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(xvii) This Title May be Affected by a Permit Under Part 14 of the Local Government Act, See CA9227925

This legal notation is a notice that a Development Permit has been issued by the Municipality in respect of Block A.

(b) Encumbrances

(i) Undersurface and Other Exc & Res BA311772

The Lands are subject to any conditional or final water licences or substituted water licences issued or given under the Water Act and all subsisting grants to or rights of any person made under the Mineral Tenure Act, Coal Act or Petroleum and Natural Gas Act. The Province of British Columbia (the "**Province**") also excepts and reserves the interests, rights, privileges and titles referred to in section 50 of the Land Act.

(ii) Statutory Right of Way BB59991

This encumbrance is a statutory right of way granted in favour of the Province which provides that the Province, its employees, contractors and other invitees may pass and repass along and over the 20-meter wide right of way area shown on the sketch plan attached as Schedule A to the right of way agreement (in this subsection, the "**Right of Way Area**"), together with the right to upgrade, maintain, relocate and construct roads with the Right of Way Area.

(iii) Statutory Right of Way CA9063824

This encumbrance is a blanket statutory right of way entitling British Columbia Hydro and Power Authority ("**BC Hydro**") to construct, install, replace, maintain and repair certain above ground, pad-mounted or underground electrical and telecommunications works on, under, through and across the Lands. BC Hydro has right to clear and keep cleared that portion of the Land located within 6 metres of either side of the centre of the alignment of the works (for the purposes of this section, the "**Area of the Works**") of:

A. any trees or growth; and

B. any obstruction, building, improvement or other matter which in the reasonable opinion of BC Hydro might interfere with the exercise of its rights or create or increase any damage or hazard to the works or to persons or property in relation to the works.

The owner of the Lands covenants not to make, place, erect, use, maintain or permit any obstruction, structure, building or improvement on, under, through or over the Area of the Works.

(iv) Statutory Right of Way CA9063825

This encumbrance is a blanket statutory right of way entitling Telus Communications Inc. ("**Telus**") to construct, install, replace, maintain and repair certain above ground, pad-mounted or underground electrical and telecommunications works on, under, through and across the Lands. Telus has right to clear and keep cleared that portion of the Land located within 6 metres of either side of the centre of the alignment of the works (for the purposes of this section, the "**Area of the Works**") of:

A. any trees or growth; and

B. any obstruction, building, improvement or other matter which in the reasonable opinion of Telus might interfere with the exercise of its rights or create or increase any damage or hazard to the works or to persons or property in relation to the works. .

The owner of the Lands covenants not to make, place, erect, use, maintain or permit any obstruction, structure, building or improvement on, under, through or over the Area of the Works.

(v) Statutory Right of Way CA9063826

This encumbrance is a blanket statutory right of way entitling BC Hydro to construct, install, replace, maintain and repair certain above ground and overhead electrical and telecommunications works on, under, through and across the Lands. BC Hydro has right to clear and keep cleared that portion of the Land located within 6 metres of either side of the centre of the alignment of the works (for the purposes of this section, the "**Area of the Works**") of:

A. any trees or growth; and

B. any obstruction, building, improvement or other matter which in the reasonable opinion of BC Hydro might interfere with the exercise of its rights or create or increase any damage or hazard to the works or to persons or property in relation to the works. .

The owner of the Lands covenants not to make, place, erect, use, maintain or permit any obstruction, structure, building or improvement on, under, through or over the Area of the Works.

(vi) Statutory Right of Way CA9063827

This encumbrance is a blanket statutory right of way entitling Telus to construct, install, replace, maintain and repair certain above ground and overhead telecommunications and data transmission works on, under, through and across the Lands. Telus has right to clear and keep cleared that portion of the Land located

within 6 metres of either side of the centre of the alignment of the works (for the purposes of this section, the "**Area of the Works**") of:

A. any trees or growth; and

B. any obstruction, building, improvement or other matter which in the reasonable opinion of Telus might interfere with the exercise of its rights or create or increase any damage or hazard to the works or to persons or property in relation to the works. .

The owner of the Lands covenants not to make, place, erect, use, maintain or permit any obstruction, structure, building or improvement on, under, through or over the Area of the Works.

(vii) Covenant CA9354645

This encumbrance is a covenant (the "**Conservation Covenant**") granted pursuant to section 219 of the *LTA* in favour of the Municipality, which provides that the Lands will only be used and constructed upon in accordance with certain environmental conservation requirements as set out in the covenant. A copy of the Conservation Covenant is attached as Exhibit J to this Disclosure Statement and should be carefully reviewed by prospective purchasers.

Among other things, as more particularly set out in the Conservation Covenant, the Conservation Covenant provides that the owner of the Lands will not do, omit to do, allow, or allow the omission of anything on the Lands that does or could reasonably be expected to destroy, impair, diminish, negatively affect or alter the areas labelled "Wetland SPEA" and "Cheakamus Riparian Assessment Area" on the plan attached as Schedule A to the Conservation Covenant (the "**Sensitive Areas**"), from the baseline condition of the Lands (the "**Baseline Condition**") described in the site investigation report attached to the Conservation Covenant as Schedule B (the "**Site Investigation Report**"). Notwithstanding the foregoing, the owner of the Lands may seek the written approval of the Municipality, which approval is in the Municipality's sole discretion and may be subject to reasonable conditions, to carry out certain prohibited activities, cut and remove hazardous trees or other plant material from the Sensitive Areas, or implement a program of regular tree and underbrush thinning and removal for the purposes of wildfire prevention.

The owner of the Lands and the Municipality each agree that the Site Investigation Report is intended to serve as an objective information baseline for monitoring compliance with the terms of the Conservation Covenant. The owner of the Lands may submit a written request to alter the boundaries of the Sensitive Areas, along with a report from a qualified environmental professional certifying that the boundaries may be altered without affecting the natural features, functions or conditions in the Sensitive Areas that support the life of protected fish. Such request may be approved in the Municipality's sole discretion.

Before commencing construction or site work on any portion of the Lands, the owner of the Lands will deliver to the Municipality an environmental management plan prepared by a qualified environmental professional (the "**Environmental Management Plan**"), and any such work will comply with the recommendations stated in the Environmental Management Plan. At all times during development of the Lands, and at least annually thereafter, the owner of the Lands will, at its sole expense, cause a qualified environmental professional (the "**Ongoing Environmental Professional**") to monitor storm water discharge on and from

the Lands, to ensure the conditions of and activities on the Lands are not negatively impacting the Sensitive Areas or the Cheakamus River. If the Ongoing Environmental Professional reports a negative impact, the owner of the Lands must immediately implement the Ongoing Environmental Professional's recommendations to ensure that the Sensitive Areas are no longer negatively impacted.

The covenant also contains a statutory right of way over the Lands pursuant to which the Municipality may enter upon and inspect the Sensitive Areas, take steps, upon default by the owner and the owner's expense, to protect and restore the Sensitive Areas as near as possible to the Baseline Condition upon, and do all acts which are necessary and incidental to the inspection of the Sensitive Areas and to cure the owner's default to protect the Sensitive Areas.

(viii) Covenant CA9354648

This encumbrance is a covenant (the "**Green Building Covenant**") granted pursuant to section 219 of the *LTA* in favour of the Municipality, which provides that the Lands only will be used and developed in accordance with certain environmental building requirements (the "**Green Building Requirements**"), as set out in the covenant. A copy of the Green Building Covenant is attached as Exhibit K to this Disclosure Statement and should be carefully reviewed by prospective purchasers.

The Green Building Covenant provides, *inter alia*, that: (A) no building on the Lands will be used, constructed or occupied except in strict accordance with the Green Building Covenant; (B) every building on the Lands must be designed and constructed to meet the applicable BC Building Code step code requirements detailed in the Green Building Covenant (the "**Energy Performance Standard**"); (C) regardless of if the Municipality has issued a building permit or occupancy permit, no construction is permitted until a qualified professional has certified in writing to the Municipality that the proposed construction will meet the Energy Performance Standard and no building can be occupied until a qualified professional has certified in writing to the Municipality that the building meets the Energy Performance Standard, notwithstanding the foregoing, the Municipality may waive the aforementioned requirements in relation to building alterations if an occupancy permit has already been issued for the building and the Municipality is satisfied that the building will still meet the Energy Performance Standards following the proposed alterations; (D) no building will be connected to any source of natural gas or propane; (E) at least one off-street parking space for every building subject to Part 9 (Housing and Small Buildings) of Division B of the BC Building Code (each a "**Part 9 Building**") must be capable of accommodating a minimum 240-volt electrical vehicle charging outlet ("**Level 2 outlet**"); and (F) for each building that is not a Part 9 Building, at least 20% of all required parking spaces must be located adjacent to a Level 2 outlet, and conduits must be installed such that a further 60% of required parking spaces could be made to be adjacent to a Level 2 outlet.

(ix) Covenant CA9354651

This encumbrance is a covenant (the "**Flooding Covenant**") granted pursuant to section 219 of the *LTA* in favour of the Municipality. In the Flooding Covenant, the owner of the Lands acknowledges that there may be a flooding danger to the Lands. A copy of the Flooding Covenant is attached as Exhibit L to this Disclosure Statement and should be carefully reviewed by prospective purchasers.

The Flooding Covenant provides, *inter alia*, that the owner of the Lands will not apply for a building permit in respect of a building on the Lands unless: (A) the owner first provides a report to the Municipality from a qualified engineer assessing the risks, if any, of flooding hazards to the Lands (the "**Report**"); and (B) if the Report recommends flooding mitigation measures, then the owner of the Lands will grant to the Municipality a flood protection covenant over the Lands which requires the implementation of flooding mitigation measures and construction requirements. The foregoing requirements do not apply to site clearing, preparation, servicing or excavation works.

(x) Covenant CA9354652

This encumbrance is a covenant (the "**Geotechnical Covenant**") granted pursuant to section 219 of the *LTA* in favour of the Municipality whereby the owner of the Lands acknowledges that there may be geotechnical or rockfall hazards to the Lands. A copy of the Geotechnical Covenant is attached as Exhibit M to this Disclosure Statement and should be carefully reviewed by prospective purchasers.

The Geotechnical Covenant provides, among other things and as described more particularly therein, that: (A) no earthworks and other earthmoving civil works or the construction of any soil or rock-based retaining structures will be carried out on the Lands and that the owner of the lands will not apply for a building permit in respect of such works or for any other improvement on the Lands unless the owner of the Lands has delivered to the Municipality: (i) one or more reports by a professional engineer with expertise in geotechnical engineering or rockfall hazards (the "**Engineer's Report**"), which Engineer's Report will identify and confirm any rockfall hazards, recommend design parameters and mitigation measures, and certify that the applicable portion of the Lands may be used safely for the indented use if the design parameters and mitigation measures are constructed in accordance with the recommendations in the Engineer's Report; and (ii) a letter of assurance from a professional engineer assuring the Municipality that the engineer will monitor the construction of civil works or buildings on the Lands or the implementation of the rockfall hazard mitigation measures detailed in the Engineer's Report (the "**Letter of Assurance**"); and (B) no occupancy permit for a building on the Lands will be granted by the Municipality unless the owner of the Lands has delivered to the Municipality a letter of confirmation by a professional engineer confirming that the building has been constructed, and any applicable rockfall mitigation measures have been implemented, in accordance with the Engineer's Report and Letter of Assurance.

(xi) Covenant CA9354654

This encumbrance is a covenant (the "**Fire Protection Covenant**") granted pursuant to section 219 of the *LTA* in favour of the Municipality. In the Fire Protection Covenant, the owner of the Lands acknowledges that there may be a

fire danger to the Lands. A copy of the Fire Protection Covenant is attached as Exhibit N to this Disclosure Statement and should be carefully reviewed by prospective purchasers.

Among other things, as more particularly set out in the Fire Protection Covenant, the Fire Protection Covenant provides that no building or improvement will be built on or installed on the Lands, and that no building will not be altered in a matter which affects the fire protection demands generated by the building, and that the owner of the Lands will not apply for a building permit in respect of a building or alteration of a building on the Lands unless: (A) the building is equipped with a fire suppression system; and (B) the owner first provides a report to the Municipality from a qualified engineer confirming that the fire protection demands generated from the proposed building or alteration, and the proposed fire protection system, does not exceed the maximum fire protection flow rate of 197 litres per second for a duration of 2.5 hours (the "**Fire Protection Report**"). Owner of the Lands also covenants not to apply for an occupancy permit in respect of a building or other improvement on the lands unless the owner first provides the Municipality with a letter of confirmation from a professional engineer confirming that such engineer supervised the installation of the fire suppression system and that the fire suppression system was constructed and installed substantially in accordance with the Fire Protection Report.

(c) Pending Registrations

(i) CA9428277 Legal Notation – This pending registration is a Form 17 Cancellation of Housing Agreement CA8925452

(d) Additional Commentary Regarding Encumbrances

(i) Flooding Covenant CA9354651 - As required by the Flooding Covenant, the Beneficial Owner had a qualified engineer prepare the Report to assess the risks of flooding hazards to the Lands. The Report has been submitted to the Municipality. The proposed building grades of the Lands are higher in elevation than the minimum construction elevations recommended in the Report.

4.4 Proposed Encumbrances

Prior to the completion of the first sale of a Strata Lot in the Development, the following additional encumbrances may be registered by the Developer against the title to the Lands, the Strata Lots and/or the Common Property:

(a) easements which may be granted in favour of and agreements with adjacent property owners, regarding:

(i) the installation of undersurface anchor rods, shoring works, underpinning and other support structures and the encroachment by overhead cranes and similar or related works and encroachments; and

(ii) pedestrian and vehicular access across the Lands to the adjacent properties;

(b) modifications or replacements of the existing encumbrances registered against title to the Lands to accommodate the siting of the Development and/or any specific requirements of the development permit in respect of the Development;

(c) any and all such rights of way, easements, restrictive covenants, dedications and other rights or restrictions required by the Municipality, BC Hydro, Telus or any other applicable governmental authority or public or private utility or deemed necessary or advisable by the Developer in connection with the Development;

(d) one or more covenants that:

(i) detail which of the 23 Strata Lots must have duplexes built on them and other development details; and

(ii) require buildings and landscaping to meeting the requirements for moderate risk areas under the wildfire development permit area guidelines, which wildfire protection covenant will be different from the Fire Protection Covenant;

(e) a development permit which will required Strata Lots 2 to 13 to adhere to certain riparian ecosystem development permit guidelines and which may prescribe the building envelopes for these Strata Lots;

(f) the Construction Security (as defined in section 6.2); and

(g) the Mezzanine Security (as defined in section 6.2).

4.5 Outstanding or Contingent Litigation or Liabilities

The Developer is not aware of any outstanding or contingent litigation or liabilities affecting the Development or the Developer that may affect the Development.

4.6 Environmental Matters

(a) The Lands are subject to the Conservation Covenant CA9354645 (see 4.3(b)(vii) and Exhibit J), registered on title in favour of the Municipality, which requires that all construction activities on the Lands be carried out in strict compliance with the instructions of and under the supervision of an environmental monitor. The Lands are also subject to the Green Building Covenant CA9354648 which sets out specific green building targets and prohibits the use of natural gas or propane for heating or hot water, as more particularly described in subsection 4.3(b)(viii) and Exhibit K. The Lands are also subject to Flooding Covenant CA9354651, Geotechnical Covenant CA9354652 and Fire Protection Covenant CA9354654, as more particularly described in subsections 4.3(b)(ix), 4.3(b)(x) and 4.3(b)(xi), respectively and copies of which are attached as Exhibit L, Exhibit M and Exhibit N, respectively. The Geotechnical covenant in favour of the Municipality requires all construction activities to be preceded by a geotechnical report and that the recommendations in the report be followed and inspected by a geotechnical consultant. The Flooding Covenant provides, *inter alia*, that the owner of the Lands will not apply for a building permit in respect of a building on the Lands unless the owner first provides a report to the Municipality from a qualified engineer assessing the risks, if any, of flooding hazards to the Lands and if the report recommends flooding mitigation measures, then the owner of the Lands will grant to the Municipality a flood protection covenant over the Lands which requires the implementation of flooding mitigation measures and construction requirements. In the Fire Protection Covenant, the owner of the Lands acknowledges that there may be a fire danger to the Lands. Additionally, as set out in subsection 4.4(e), the Lands may be subject to a development permit which will required Strata Lots 2 to 13 to adhere to certain riparian ecosystem development permit guidelines. **Prospective purchasers should review these covenants carefully, since these covenants impose certain obligations on the**

Strata Lot owners and may have an impact on the design and construction of the improvements on the Strata Lots.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

The current estimated date range for commencement of construction and installation of the servicing and utilities for the Development is September 1, 2021 to November 30, 2021. The current estimated date range for completion of construction and installation of the servicing and utilities for the Development is July 1, 2022 to September 30, 2022. Potential purchasers should be aware that the installation of the servicing and utilities is expected to occur, in part, after the transfer of the Strata Lots to purchasers.

The foregoing estimated date ranges for commencement and completion of construction are estimates only and may vary, subject to the provisions of the contracts of purchase and sale for the Strata Lots. In particular, depending on construction schedules, financing arrangements, market conditions and other factors, the Developer may, from time to time, advance one or both of these ranges to earlier dates, and/or delay one or both of these ranges to later dates.

The estimated date range for completion of construction set out above should not be relied upon by purchasers of Strata Lots for determining the closing date of their purchases. The closing date for the sale and purchase of each Strata Lot will be determined in accordance with the contract of purchase and sale entered into by the purchaser in respect of such Strata Lot (as described more particularly in section 7.2) and such closing date may occur sooner or later than the estimated date range for completion of construction indicated above.

5.2 Warranties

There are no construction or other warranties with respect to the Development or the Strata Lots.

6. APPROVALS AND FINANCES

6.1 Development Approval

(a) The Zoning Bylaw (see section 2.2 above) permits the form of the Development.

(b) The Approving Officer for the Municipality granted preliminary layout approval in relation to the Preliminary Plan of the Development on June 11, 2021.

(c) The Developer will comply with all building restrictions, zoning regulations and other restrictions and requirements relating to the subdivision and servicing of the Strata Lots and the construction of the Common Property Road.

6.2 Construction Financing

The Developer has obtained a financing commitment from the Royal Bank of Canada (the "**Construction Lender**") to provide financing (the "**Construction Financing**") for the construction of the Development. In connection with such Construction Financing titles to the Lands and the Strata Lots may be subject to mortgages and assignments of rent and/or any other security (collectively, the "**Construction Security**") which is reasonably required by the Construction Lender. The Developer will cause the Construction Lender to provide a partial discharge of the Construction Security, insofar as it pertains to any particular Strata Lot, within a reasonable

period of time after the completion of the sale of such Strata Lot. The Construction Financing will be sufficient financing to complete the construction of the Development and constitutes a "satisfactory financing commitment" (within the meaning of Policy Statement 6 issued by the Superintendent of Real Estate ("**Policy Statement 6**")) with respect to the construction of the Development.

The Developer may also obtain financing (the "**Mezzanine Financing**") from a mezzanine lender (the "**Mezzanine Lender**"). If the Developer obtains such Mezzanine Financing, title to the Lands and the Strata Lots may be subject to mortgages, assignments of rent and/or any other security reasonably required by the Mezzanine Lender (the "**Mezzanine Security**"). The Mezzanine Lender will provide a partial discharge of the Mezzanine Security, insofar as it pertains to any particular Strata Lot, upon receipt by the Mezzanine Lender of a specified or predetermined amount from the proceeds of the sale of such Strata Lot.

7. MISCELLANEOUS

7.1 Deposits

Subject to legal remedies in respect of defaults under the agreement of purchase and sale entered into between the purchaser and the Developer, and except as otherwise provided in this section 7.1, where required under the *Real Estate Development Marketing Act* (British Columbia) (the "***Real Estate Development Marketing Act***"), all deposits and other monies received from a purchaser of a Strata Lot shall be held in trust in the manner required by the *Real Estate Development Marketing Act* until such time as:

(a) the Strata Plan is deposited in the Land Title Office;

(b) the approvals required for the lawful occupation of the Strata Lot have been obtained; and

(c) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office.

The Developer will cause the deposits to be held in the trust account of its legal representative, Terra Law Corporation., or another licensee in British Columbia (of which the Purchaser will be notified).

7.2 Purchase Agreement

A copy of the form of Purchase Agreement that the Developer intends to use in connection with the sale of the Strata Lots is attached as Exhibit F to this Disclosure Statement.

The Purchase Agreement also provides, among other things, as follows:

(a) the completion date will be the date identified by written notice given by the Vendor (as defined in the Purchase Agreement) or its solicitors to the purchaser or the purchaser's solicitors or notary (the "**Purchaser's Solicitors**") as the date on which the Strata Lot is or will be ready to be occupied and a separate title for the Strata Lot has been issued by the Land Title Office, provided the Vendor or its solicitors will give not less than 15 days' notice thereof. The Strata Lot will be deemed to be ready to be occupied on the Completion Date if: (i) the Municipality has given oral or written confirmation that the Municipality will accept building permit applications in respect of the Strata and (ii) the applicable land title office has issued a separate title for the Strata Lot. The notice of the completion date may be based on the Vendor's estimate as to when the Strata Lot will be

ready to be occupied and title issued. If the Strata Lot is not ready to be occupied or a separate title has not been issued on the completion date so established, then the Vendor may delay the completion date from time to time as required, by written notice of such delay to the purchaser or the Purchaser's Solicitors subject to the provisions of the Purchase Agreement described in subsection 7.2(b) below;

(b) if the completion date for the sale of a Strata Lot has not occurred by November 30, 2022 (the "**Outside Date**"), then the Purchase Agreement will terminate on the Outside Date, the deposit and interest accrued thereon will be returned to the purchaser and the parties will be released from all of their obligations under the Purchase Agreement, provided that:

(i) if the Vendor is delayed from completing the subdivision of the Lands or ensuring that the Strata Lot is ready to occupy as a result of earthquake, flood or other act of God, fire, explosion, terrorism or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Vendor may, at its option exercisable by written notice to the purchaser, in addition to any extension described in subsection 7.2(b)(ii) and whether or not any extension described in subsection 7.2(b)(ii) has been exercised, elect to extend the Outside Date for a period equivalent to such period of delay; and

(ii) the Vendor may, at its option, exercisable by written notice to the purchaser, in addition to any extension described in subsection 7.2(b)(i) and whether or not any extension described in subsection 7.2(b)(i) has been exercised, elect to extend the Outside Date for up to 120 days;

(c) if the purchaser fails to pay when due all payments on account of the purchase price, together with adjustments thereto as provided in the Purchase Agreement and all other amounts payable thereunder, the Vendor may at its option:

(i) terminate the Purchase Agreement by written notice to the purchaser and, in such event, the portion of the deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Vendor as liquidated damages, the parties agreeing that the total amount of the deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Vendor will suffer as a result of the purchaser's failure to pay, when due, any payment on account of the purchase price, together with adjustments thereto as provided in the Purchase Agreement, or any other amounts payable thereunder, without prejudice to the Vendor's other remedies including, without limitation, the right of the Vendor to pursue the purchaser for any unpaid balance of the deposit and to seek additional damages and, subject to the provisions of the *Real Estate Development Marketing Act* (British Columbia), the Vendor's solicitors are irrevocably authorized and directed by the purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefor by the Vendor; or

(ii) elect to extend the date for payment or the completion date, as applicable, to a certain date determined by the Vendor, time to remain of the essence thereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the purchaser will pay to the Vendor, in addition to the purchase price, interest on the unpaid portion of the purchase price and other unpaid amounts payable under the Purchase Agreement at the

rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may terminate the Purchase Agreement pursuant to the provision of the Purchase Agreement described in subsection 7.2(c)(i) or grant one or more further extensions pursuant to the provision of the Purchase Agreement described in subsection 7.2(c)(ii), at any time after extending the date for payment or the completion date, as the case may be, pursuant to the provision of the Purchase Agreement described in subsection 7.2(c)(ii) if the purchaser fails to make such payment or complete the purchase of the Strata Lot, as the case may be, in accordance with the Purchase Agreement on or before such extended date.

In the event that the purchaser or the Purchaser's Solicitors indicates or expresses to the Vendor or the Vendor's solicitors, on or before the completion date, that the purchaser is unable or unwilling to complete the sale, the Vendor is relieved of any obligation to make any formal tender upon the purchaser or the Purchaser's Solicitors;

(d) within a reasonable time after receipt by the Vendor's solicitors, the deposit, or portion thereof, will be deposited in an interest-bearing trust account with interest (less the Vendor's solicitors' related reasonable administrative fees) to accrue to the benefit of the Vendor, except as otherwise expressly provided in the Purchase Agreement. Notwithstanding the foregoing, the Initial Deposit (as defined in the Purchase Agreement) need not be deposited to an interest-bearing trust account until the Second Deposit (as defined in the Purchase Agreement) is received by the Vendor's solicitors. The parties agree that the Vendor may transfer the deposit from an interest bearing account to non-interest bearing account at least one (1) month prior to the completion date in order to allow the interest amount to be fixed;

(e) if the purchaser fails to complete the purchase of the Strata Lot, the Vendor's solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy that the Vendor may have in respect of the purchaser's default, shall pay the non-refundable deposit and all interest accrued thereon to the Vendor on behalf of the purchaser as liquidated damages. The Vendor and the purchaser agree that the total amount of the deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Vendor will suffer as a result of the purchaser's failure to pay any portion of the deposit when required under the Purchase Agreement or failure to complete the purchase of the Strata Lot in default of its obligations under the Purchase Agreement. If the purchaser fails to pay any portion of the deposit when required under the Purchase Agreement or fails to complete the purchase of the Strata Lot in default of his/her/its obligations thereunder, then, subject to the provision described in subsection 7.2(c)(ii), the Vendor may elect to terminate the Purchase Agreement and, in such event, the portion of the deposit that has been paid together with interest thereon will be absolutely forfeited to the Vendor as liquidated damages, without prejudice to any other remedy which the Vendor may have in respect of the purchaser's default including, without limitation, the right of the Vendor to pursue the purchaser for any unpaid balance of the deposit and to seek additional damages;

(f) if the Vendor fails to complete the sale of the Strata Lot, then the portion of the deposit that has been paid by the purchaser (excluding interest accrued thereon) shall be returned to the purchaser as liquidated damages (the parties agreeing that such amount constitutes a genuine pre-estimate of damages) and as the purchaser's sole and exclusive remedy and the purchaser shall have no further claims against the Vendor; and

(g) the Vendor may in its sole discretion terminate the Purchase Agreement if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by the Purchase Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the deposit that has been paid, excluding interest earned thereon, will be returned to the purchaser and the purchaser will have no further claims against the Vendor.

(h) In accordance with the Purchase Agreement, the *Real Estate Development Marketing Act* (British Columbia) and the *Real Estate Development Marketing Regulation* (British Columbia), as amended from time to time, the Developer and the purchaser agree that the purchaser may not assign the purchaser's rights under the Purchase Agreement nor direct the Developer to transfer title to the purchaser's Offered Strata Lot to anyone other than the purchaser. For greater certainty, and without limiting anything contained herein, the purchaser acknowledges and agrees that, for the purposes of the Purchase Agreement, an assignment of the Purchase Agreement by the purchaser includes, without limitation, (i) a transfer of some or all of the rights, obligations and benefits of the purchaser under the Purchase Agreement, (ii) "adding" one or more additional persons or entities as additional "Purchasers" under the Purchase Agreement, (iii) an assignment of the Purchase Agreement, in whole or in part, to a company controlled by the purchaser, (iv) an assignment of the Purchase Agreement, in whole or in part, to a person who is related to the purchaser and (v) an assignment of the Purchase Agreement, in whole or in part, to a person who is unrelated to the purchaser, and the purchaser expressly acknowledges and agrees that all of the foregoing are prohibited

7.3 Developer's Commitments

The Developer will be completing the servicing requirements for the Development after the completion of the sale of the Strata Lots in accordance with its servicing obligations to the Municipality. The servicing requirements that will be completed after the sale of the Strata Lots include, without limitation, the completion of the road works for the Common Property Road and the completion of all electrical, water, sewer and sanitary works. While the Developer completes the servicing requirements for the Development, purchasers of the Strata Lots will be able to submit their building permit applications to the Municipality for review and approval. However, until the Strata Lots are serviced by water, the Municipality will not issue building permits to purchasers. Purchasers of the Strata Lots may not be able to get occupancy permits for the improvements constructed on the Strata Lots until the Developer completes the servicing requirements for the Development.

7.4 Other Material Facts

(a) The Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development, marketing and sales activities within the Common Property and any Strata Lots owned or leased by the Developer, including maintaining display areas, parking areas and signage. The Developer will act reasonably in exercising such rights and use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property and other Strata Lots.

(b) The Developer may enter into, or cause the Strata Corporation to enter into or assume contracts for the following services affecting the Development: common area landscape maintenance (if any), street cleaning and snow clearing.

(c) The Development is in reasonable proximity to an operational asphalt and gravel facility which may create associated noise, dust, odours and activity.

(d) The Municipality waste treatment facility is located in proximity to Cheakamus Crossing, which may create associated noise, odours and activity.

(e) Cheakamus Crossing is in reasonable proximity to a closed landfill site (now Bayly Park), which may create associated gas and odours.

DEEMED RELIANCE

Section 22 of the Real Estate Development Marketing Act provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of the 22 day of October, 2021

DEVELOPER

Beneficial Owner

WHISTLER 2020 DEVELOPMENT CORP.

By: _____
Authorized Signatory ERIC MARTIN, DIRECTOR

*DIRECTORS OF **WHISTLER 2020 DEVELOPMENT CORP.***

Susan Margaret Adams

Neil Chrystal

Ralph Forsyth

Duane Jackson

Eric Martin

Alvin G. Poettcker

Emily Taylor

Registered Owner

RESORT MUNICIPALITY OF WHISTLER

By: _____
Authorized Signatory

By: _____
Authorized Signatory

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DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* (British Columbia), as of the 22nd day of October, 2021

DEVELOPER

Beneficial Owner

WHISTLER 2020 DEVELOPMENT CORP.

By:

Authorized Signatory

*DIRECTORS OF **WHISTLER 2020 DEVELOPMENT CORP.***

Susan Margaret Adams

Neil Chrystal

Ralph Forsyth

Duane Jackson

Eric Martin

Alvin G. Poettcker

Emily Taylor

Registered Owner

RESORT MUNICIPALITY OF WHISTLER

By:

Authorized Signatory

By:

Authorized Signatory

JACK CROMPTON
MAYOR

PAULINE LYSAGHT
CORPORATE OFFICER

APPOINTED SIGNATORIES FOR THE RESORT MUNICIPALITY OF WHISTLER

Ralph Forsyth

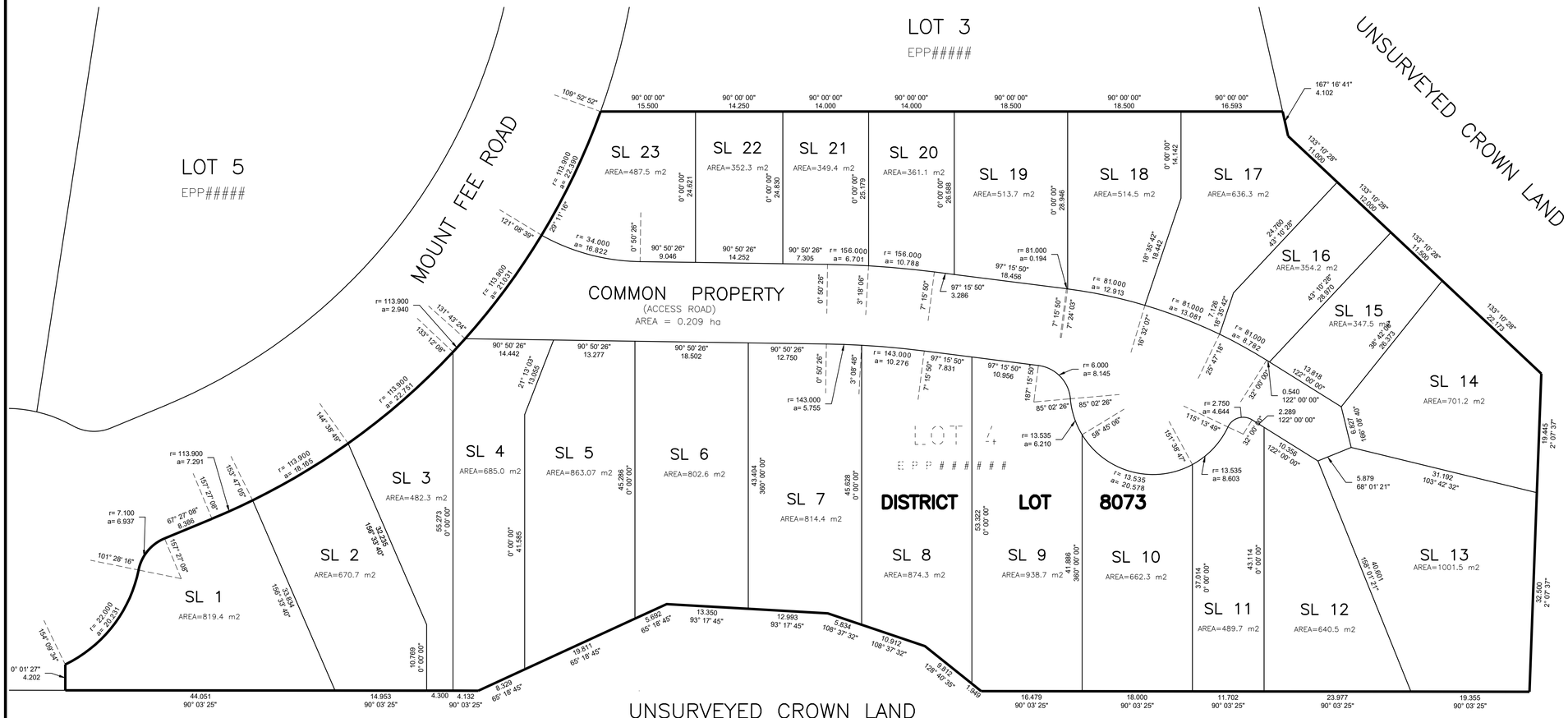
Duane Jackson

EXHIBIT A
PRELIMINARY STRATA PLAN

See Attached.

PLAN EPS____

PROPOSED BARELAND STRATA PLAN OF LOT 4, GROUP 1, NEW WESTMINSTER DISTRICT, PLAN EPP _____



0 50 100 150 m

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 864 mm IN WIDTH BY 560 mm IN HEIGHT (D-SIZE) WHEN PLOTTED AT A SCALE OF 1:1500

McElhanney

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
Suite 205
1055 Millar Creek Road
Whistler BC
Canada V8E 0K7
Tel 604 932 5426

FILE NO. 2113-03674-00
DRAWING NO. V-03 PROP STRATA R7.DWG

THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT

EXHIBIT A-1
BUILDING ENVELOPE SKETCH PLAN

See Attached.

PLAN FOR COVENANT OF SL1 TO SL23, DL 8073, GP 1, NWD, PLAN EPS7860

FOR COVENANT PURPOSES

0 20 40 m

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

McElhanney

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
Suite 205
1055 Millar Creek Road
Whistler BC
Canada V8E 0K7
Tel 604 932 5426

FILE NO. 2113-03674-00
DRAWING NO.03674-00-V-12 OVERALL.dwg

THIS PLAN LIES WITHIN THE SQUAMISH-LILLOOET REGIONAL DISTRICT

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND SURVEY AUTHORITY OF BC RECORDS:

PLAN EPS7860

TREVOR BURTON, BCLS #890
24 DAY OF AUGUST, 2021

EXHIBIT B
SCHEDULE OF PROPOSED UNIT ENTITLEMENT

See Attached.

Strata Property Act

Form V

SCHEDULE OF UNIT ENTITLEMENT

BARE LAND STRATA PLAN

The unit entitlement for each bare land strata lot is one of the following *[check appropriate box]*, as set out in the following table:

☐ (a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246 (6) (a) of the *Strata Property Act*.

OR

☐ (b) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (6) (b) of the *Strata Property Act*.

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m^2	Unit Entitlement	%* of Total Unit Entitlement**
1	1	819.4	1	4.35
2	1	670.7	1	4.35
3	1	482.3	1	4.35
4	1	685.0	1	4.35
5	1	863.07	1	4.35
6	1	802.6	1	4.35
7	1	814.4	1	4.35
8	1	874.3	1	4.35
9	1	938.7	1	4.35
10	1	662.3	1	4.35
11	1	489.7	1	4.35
12	1	640.5	1	4.35

13	1	1,001.5	1	4.35
14	1	701.2	1	4.35
15	1	347.5	1	4.35
16	1	354.2	1	4.35
17	1	636.3	1	4.35
18	1	514.5	1	4.35
18	1	513.7	1	4.35
20	1	361.1	1	4.35
21	1	349.4	1	4.35
22	1	352.3	1	4.35
23	1	487.5	1	4.35
Total number of lots: 23			**Total unit entitlement:** 23	

* expression of percentage is for informational purposes only and has no legal effect.

** not required for a phase of a phased strata plan

Date: .....*[month day, year]*.

.....

Signature of Owner Developer

.....

Signature of Superintendent of Real Estate (if submitted under section 264 of the Act)

EXHIBIT C-1
STANDARD BYLAWS

See Attached.

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View Complete Statute

This Act is current to September 22, 2021

See the Tables of Legislative Changes for this Act's legislative history, including any changes not in force.

STRATA PROPERTY ACT

[SBC 1998] CHAPTER 43

Schedule of Standard Bylaws

Division 1 — Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) one dog or one cat.

Inform strata corporation

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

(a) the structure of a building;

(b) the exterior of a building;

(c) chimneys, stairs, balconies or other things attached to the exterior of a building;

(d) doors, windows or skylights on the exterior of a building, or that front on the common property;

(e) fences, railings or similar structures that enclose a patio, balcony or yard;

(f) common property located within the boundaries of a strata lot;

(g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8 The strata corporation must repair and maintain all of the following:

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

(A) the structure of a building;

(B) the exterior of a building;

(C) chimneys, stairs, balconies and other things attached to the exterior of a building;

(D) doors, windows and skylights on the exterior of a building or that front on the common property;

(E) fences, railings and similar structures that enclose patios, balconies and yards;

(d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) the exterior of a building,

(iii) chimneys, stairs, balconies and other things attached to the exterior of a building,

(iv) doors, windows and skylights on the exterior of a building or that front on the common property, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

Council size

9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

(3) to (5) [Repealed 1999-21-51.]

Removing council member

11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

16 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each

other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) rental restriction bylaw exemption hearings under section 144 of the Act;

(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

Spending restrictions

21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

23 The strata corporation may fine an owner or tenant a maximum of

(a) $50 for each contravention of a bylaw, and

(b) $10 for each contravention of a rule.

Continuing contravention

24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 — Annual and Special General Meetings

Person to chair meeting

25 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

28 The order of business at annual and special general meetings is as follows:

(a) certify proxies and corporate representatives and issue voting cards;

(b) determine that there is a quorum;

(c) elect a person to chair the meeting, if necessary;

(d) present to the meeting proof of notice of meeting or waiver of notice;

(e) approve the agenda;

(f) approve minutes from the last annual or special general meeting;

(g) deal with unfinished business;

(h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

(i) ratify any new rules made by the strata corporation under section 125 of the Act;

(j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

(k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

(l) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(m) elect a council, if the meeting is an annual general meeting;

(n) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

29 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

(a) all the parties to the dispute consent, and

(b) the dispute involves the Act, the regulations, the bylaws or the rules.

(2) A dispute resolution committee consists of

(a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

Display lot

30 (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

(2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Contents | **Part 1** | **Part 2** | **Part 3** | **Part 4** | **Part 5** | **Part 6** | **Part 7** | **Part 8** | **Part 9** | **Part 10** | **Part 11** | **Part 12** | **Part 13** | **Part 14** | **Part 15** | **Part 16** | **Part 17** | **Schedule of Standard Bylaws**

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EXHIBIT C-2
BYLAWS

See Attached.

FORM Y
OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS
(Section 245 (d), Regulations section 14.6 (2))

Re: Strata Plan _____, being a strata plan of:

Parcel Identifier: 031-508-537
Lot 4
District Lot 8073
Group 1
New Westminster District Plan EPP111931

(the "**Lands**")

The bylaws attached as Schedule "A" differ from the Schedule of Standard Bylaws to the *Strata Property Act*, S.B.C. 1998, c. 43 (the "**Act**"), as permitted by section 120 of the Act.

Date: _____, 2021

Signature of Owner Developer:

THE RESORT MUNICIPALITY OF WHISTLER
by its authorized signatory:

_____

_____

Schedule "A"

THE OWNERS, STRATA PLAN EPS_____

1. Sections 3 of the Schedule of Standard Bylaws is amended by deleting Subsections 3(3) and 3(4) in their entirety;

2. Section 5 of the Schedule of Standard Bylaws is amended by deleting Section 5 in its entirety and replacing it with the following:

"**Construction of, and Alteration to, a Strata Lot**

5. The construction of, and any alteration to, a strata lot must comply with the design guidelines, a copy of which is attached as Exhibit A to the Bylaws."

3. Section 7 of the Schedule of Standard Bylaws is amended by deleting Subsection 7(1)(a) in its entirety and replacing it with "Intentionally deleted.";

4. Section 23 of the Schedule of Standard Bylaws is replaced with the following:

"**Maximum Fine**

23. The strata corporation may fine an owner or tenant a maximum of

(a) $200 for each contravention of a bylaw, and

(b) $50 for each contravention of a rule;

Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component."

.

EXHIBIT A

RIVERRUN

AT CHEAKAMUS CROSSING

1. SITE DEVELOPMENT GUIDELINES

1.1 Overview

This section outlines criteria, which must be considered by the Lot Owner in the development of each Lot. This comprehensive approach to planning River Run will ensure that each individual Lot development fits with and complements both previous and subsequent Lot developments so that development proceeds harmoniously and predictably. The natural environment and appeal of River Run must be maintained and neighbours respected.

In addition to these guidelines, Lot Owners should also review the registered covenants on the River Run lots that relate to site, building and energy requirements

1.2 Building Siting

1.2.l The Lot Owner shall review the "Building Site Plan" a copy of which is attached and inspect the site to assess its specific potentials and constraints (natural features and man-made conditions). It is the Lot Owner's responsibility to identity the location of all easements and rights-of-ways and to comply with the setback requirements established by the Resort Municipality of Whistler, building envelopes established for each lot and all other requirements of the Zoning and Parking Bylaws and covenants.

1.2.2 Some building sites at River Run have some degree of slope, and as such, the location of the buildings and site improvements are a key component of the design process. The underlying goal of the site planning guidelines is for all buildings, structures and site improvements to be integrated with the natural features of the site. Buildings should be sited to maximize the attributes of a site while minimizing the disturbance on the site's natural features. A well- designed site plan must be done in concert with the architectural and landscape design of the site.

Siting of the building and rooms within it must consider the following:

(a) topography and lot shape;

(b) geology/soil conditions;

(c) hydrology/flood plain elevation and planned or existing drainage systems;

(d) existing vegetation and/or tree preservation areas;

(e) views into and out of the Lot (view corridors or lines);

(f) solar exposure;

(g) snow management;

(h) relationships to neighbouring properties, including minimizing overviews, shading, view blockage, noise andfumes and landscape degradations on neighbouring properties;

(i) parking and driveway locations (see section 1.7);

(j) for Strata Lots 2 to 13, any development permits which requires these Strata Lots to adhere to certain riparian ecosystem development permit guidelines;

(k) Covenant CA9354645;

(l) relationship between building and B.C. Hydro transformerkiosk to maintain a minimum

- 3.0 metres from any combustible surface or material onthe building.
- 6.0 metres from any door or window;
- 6.0 metres from any ventilation inlet or outlet as stipulatedin section 26-012 of the Canadian Electrical Code Part 1 or the latest version of the same.

1.3 Lot Clearing and Landscaping

1.3.1 The existing natural vegetation represents an amenity to The River Run Development. The objective is for the subdivision to blend harmoniously into the existing natural environment. This is achievedby minimizing cuts and fills and replanting areas with a preponderance of indigenous plant material. A landscape plan prepared by a Landscape Architect must be

submitted for approval. The Landscape Architect must be familiar with local native plant associations and their specific application to the site to achieve the objective of blending the development with the existing natural environment. Wildlife attractant species such as Mountain Ash, blueberries, huckleberries and clover are prohibited.

1.3.2 The site plan must define the extent of clearing and provide an indication of the proposed landscaping and revegetation. The Municipality will not permit clearing or cutting of trees within the tree preservation areas (if the Lot is subject to a riparian preservation covenant, Lots 2 through 13) without prior approval.

1.3.3 Each Lot must be landscaped so that new vegetation appears to be integral with the existing mountain landscape. New plantings should utilize plants that are indigenous to the area and should be located to extend existing canopy edges or planted in natural groupings. Landscaping should consist primarily of plants suited to local soils and climate conditions, requiring minimal irrigation. The use of non-indigenous plants is discouraged and ornamental plants are recommended only for location directly adjacent to buildingsor in courtyards.

1.3.4 Landscaping should be coordinated to provide cooling and shade during the summer and solar access in the winter.

1.3.5 Landscaping near buildings must be carefully designed to minimize fire fuels. Preferred options include low fuel volume or fire resistive trees, plants and ground cover, and pathways. The landscaping should meet the Wildfire Preservation guidelines for “Moderate Risk” areas in the Resort Municipality of Whistler Official Community Plan (OCP).

1.3.6 The streetscape is intended to take on a natural, attractive appearance which will mature gracefully, therefore the area between the curb and the front plane of the house shall be considered to be predominantly a natural re-vegetation zone. As such the landscape plan should utilize mostly indigenous plant species. Formal planting may be used as an accent only.

1.3.7 Fences or “wall like” planting along the lot lines are not permitted.

1.3.8 Plant material in snow dump areas shall be sufficiently durable to survive and grow with the adverse effects of snow dump.

1.3.9 No landscaping, alterations, or other site disturbances are to take place within the riparian setback areas on Strata Lots 2 to 13.

1.4 Lot Grading and Drainage

1.4.1 Re-grading within the Lot must be shown on the site plan for the

proposed development. Outside of the building envelope, it will be permissible to regrade portions of the lot provided that any alteration to the natural grades are shown on the site plan and such changes are approved by the Administrator.

1.4.2 Grading requirements that result from development on each lot shall be designed to blend into the natural landscape. All cut and fill must be blendedinto the existing site and must be within the lot boundary.

1.4.3 The slope of cut and fill banks should be determined by the soil characteristics for the specific Lot and must avoid erosion and promote revegetation opportunities, but in any case must be limited toa 1H:1V.

1.4.4 New construction and regrading within a Lot must not interrupt the subdivision drainage patterns or cause discharge of water onto adjacent Lots.

1.4.5 Run-off from roofs, ground, pavement and snow storage areas must be collected and directed to natural or improved drainage systems within the Lot.

1.4.6 All regrading must be done in accordance with Covenant CA9354645.

1.5 Retaining Walls

Retaining walls shall be provided on each site as required to maintain the existing site topography and vegetation. Retaining wall materials shall be rock or concrete with stone veneer. Lock block retaining walls are not permitted. Retaining walls shall be a maximum of 2.0 metres in height. Should greater heights be required the retaining walls shall be terraced and landscaped to minimize their visual impact.

1.6 Relationships to Neighbours and Streetscape

1.6.1 The design and siting for a proposed building must respond to the existing and/or future planned development on adjacent Lots. The proposed home must take into consideration its effect on privacy, obstruction of view lines and overshadowing of the neighbouring properties. Balconies, decks and large windows should be located away from the side property lines.

1.6.2 Proposed buildings shall be designed to create a harmonious yet interesting streetscape. Varying front yard setbacks and garage locations are encouraged. The rooflines and level of eaves on adjacent Lots must be considered, to avoid dramatic height changes between the proposed building and the rest of the buildings along thestreet.

1.6.3 No exterior building design can be repeated within this subdivision. It is intended that each house must be unique and designed specifically for its site.

1.7 Driveways, Parking and Garages

1.7.1 Each home must provide for off street parking per the Resort Municipality of Whistler Zoning and Parking Bylaws.

1.7.2 Driveway widths, slopes, finishes and all other driveway and parking considerations shall be in accordance with the Resort Municipality of Whistler regulations.

1.7.3 Acceptable surfaces for parking areas are concrete and interlocking pavers. Permeable surfaces are strongly encouraged. Only two materials are allowed per driveway/parking area.

1.7.4 Driveway and parking areas must occupy less than 50% of the required front yard and be set back a minimum of 1.5 meters in accordance with Municipal regulations.

1.7.5 Garages should be adjacent to those located on abutting lots wherever possible and driveways adjacent with landscaping between to minimize the impact of hard surfaces.

1.7.6 Garages must be attached and their design is integrated with the design of the home. Carports are not permitted. The long-term storage (exceeding 14 days) of unlicensed vehicles, recreational vehicles or similar vehicles or pieces of equipment shall only be permitted on a Lot within an enclosed building or completely screened from the street. The intent is to ensure that uncovered parking on a Lot is provided exclusively for personal use or non-commercial vehicles and that all uncovered parking maintains an acceptable visual quality of all open spaces on all Lots.

1.8 Snow Management

1.8.1 Snow management must be seriously considered during all aspects of the design process. Adequate areas suitable for the storage of snow removed from driveways and parking areas must be provided. Every application to the Administrator for approval of Plans and Specifications shall include a detailed snow shedding and snow storage plan to ensure entries and access areas are protected.

1.9 Fences

1.9.1 Fences are not permitted unless clearly required from a safety perspective. If required they shall be the minimum height, and no higher,

to provide the necessary level of safety.

1.9.2 Fence materials shall be limited to wood, either as a solid barrier oras a split rail. Chain link fencing will not be permitted. Fence colours shall be either natural wood or stained to compliment the principal building.

1.9.3 Pre-existing split-rail fences located along the riparian setback areas on a Lot must be maintained.

2. BUILDING DESIGN GUIDELINES

2.1 Overview

This section outlines criteria which must be considered by the Lot Owner in the design and construction of Improvements on the Lots. This comprehensive approach to planning the River Run neighbourhood will ensure that each individual home fits in with and complements both previous and subsequent projects so that development proceeds harmoniously and predictably.

The intent of these guidelines is to maintain a high standard of building appearance, to enhance views from the lots and of the subdivision, protect solar exposure, minimize environmental and visual impact of built elements and generally ensure the quality of development of a local residential enclave. The guidelines have been assembled to ensure the establishment of building forms which respect the natural setting and the surrounding buildings, use techniques to reduce visual impact of building mass, site buildings to take maximum advantage of views and solar exposure, and to ensure a building technology which is correct for the climate.

2.2 Building Massing and Proportion

2.2.1 MASSING

Building siting and design, particularly building massing and rooflines, should be tailored to the physical character of the site to reduce visual impacts from adjoining lands and roads. Design strategies to reduce height are very important. Exposed gables of substantial height are discouraged. Building forms should step to follow the slope of the site. A certain degree of varied massing and facade articulation is encouraged in the building design to create interesting streetscapes. Two-storey block-shaped buildings with no variation in massing will not be approved, nor will extremely free-form structures with no sense of unity. Dome structures are not acceptable.

2.2.2 ARTICULATION

The relationship of the various building elements (roofs, walls, wall openings) which make up the building form, should be carefully considered. The proportion and scale or these elements should be appropriate to the site and the neighbouring buildings along the street.

2.2.3 ROOF FORM

. Roof forms and ridge lines should be broken up; the use of asymmetrical repetitive roof forms, dormers and other architectural features is encouraged, as is a variety of roof heights. All of this is directed toward creating a softened scale to the building form and tostep the building height down toward the ground.

2.3 Materials

2.3.1 A consistent use of a small number of materials chosen for their durability and natural quality is an important aspect of developments at River Run.

2.3.2 Building materials shall be consistent with the surrounding forested mountain character of the site. The finish materials should be chosen to emphasize the building's rural rather than an urban aesthetic.

2.3.3 Only three types of wall materials and two roofing materials are permitted, unless otherwise approved by the Administrator. See Sections 2.5 and Section 2.7.4 for detailed material guidelines.

2.3.4 Materials and colours must be complementary to those of adjoining properties.

2.3.5 Primary exterior materials include stone and wood (including shingles).

2.3.6 Chosen materials and building design should be compatible with "FireSmart" principles, to mitigate the spread of wildfire. Exterior cladding and roof materials must be low or non-combustible and should meet the Wildfire Guidelines for "Moderate Risk" areas in the RMOW OCP. The final plans will require a written report ("the FireSmart Report") certified by a professional (the "QP") having qualifications acceptable to the General Manager of Resort Experience at the RMOW.

2.4 Exterior Colour Schemes

2.4.1 All colour schemes must be approved. A colour board and samples must be submitted for review before a colour scheme can be approved.

2.4.2 No more than three colour shades should be used on a building(not including the colour of the roofing material).

2.4.3 Proposed colour schemes should consist of muted natural tones, harmonize with the natural setting of Whistler and be complementary to surrounding buildings. Acceptable siding colour applicationsinclude paint and solid or semi-transparent stains.

2.4.4 Rich colours may be used to highlight building features such as doors, exterior window casings and trim, fascia boards, soffits, shutters and railings. Neighbouring properties should be considered when using strong, deep colours as accents.

2.5 Exterior Wall Design and Finishes

2.5.1 Walls should convey a sense of human scale, and be of well-crafted construction.

2.5.2. Wall finishes as architectural concrete or stone are recommended where they meet the ground. This area of wall should be protectedfrom extreme weathering and staining resulting from snow accumulation.

2.5.3 Acceptable finish materials for the walls are stone, wood shingles, wood siding, composite wood and cement board siding. The width of the board and profile of wood or composite siding must beindicated for approval. The use of more contemporary wall materials such as copper siding, corten steel and other metal sidings may be acceptable, but must be integrated and consistent with the design of the rest of the building.

2.5.4 Vinyl siding is not an acceptable exterior finish material. Stucco may be acceptable if used in limited areas and in concert with the use of natural materials. Stucco as the predominant wall material isnot acceptable.

2.5.5 Walls should be heavily articulated with recesses, projections, balconies, bay windows, etc. Large areas of unbroken wall, that are highly visible, are not acceptable.

2.5.6 The exterior finishes should be continuous around the building or terminate at a logical juncture in the wall (i.e. at an inside, rather than an outside corner).

2.5.7 The use of exposed timbers as supporting or structural elements on buildings is encouraged.

2.5.8 Stone as a structural element (or stone veneer to suggest structural elements) should be used whenever possible, and should extend vertically to include the second storey where appropriate.

2.6 Wall Openings and Appendages

Windows, doors, porches, decks and balconies form an important partof a buildings character and appearance. Windows, porches and building entries for pedestrians should be incorporated to avoid blank walls or building facades that are dominated by garages.

Buildings are to be located, oriented and designed to take advantage of opportunities for passive solar heating and natural ventilation. The locations of windows and doors should be carefullyconsidered to let in the winter sun but be protected from solar gain in summer. Deep overhangs and use of permanent sun shading devices are recommended. Location of openings is key to the concept of passive cooling to allow for natural airflow ventilation.

Openings must also be located so that they are protected from snow and rain. Openings must also be located to provide visual privacy between neighbouring properties.

2.6.1 WINDOWS

2.6.1.1 Window locations, proportion and style must be carefully considered. Lower- level windows should be at least two feet above the ground due to snow depth in winter.

2.6.1.2 Double hung, casement, tilt and turn or awning style windows are preferred. The use of bay or box windows is encouraged. Windows with very large expanses of uninterrupted glass can become a feature of the façade.

2.6.1.3 Window glazing may be clear, bronze, or grey/green solar tint. Stained, etched and frosted glass is allowed. Solid coloured glass and reflective or mirrored glazing is not permitted.

2.6.1.4 Window and door frames may be wood, vinyl or metal with a colour coating with the finish colour to be noted on drawings.

2.6.2 DOORS

2.6.2.1 Door openings should be protected from wind and accumulated or drifting snow. Protected entryways communicate a strong sense of shelter from the, often harsh, mountain climate. They are best located under large roof overhangs or in combination with well-designed porches, which convey a sense of shelter. Roof over and/or adjacent to doors must not shed snow or rain onto people below.

2.6.2.2 Doors should be of solid core wood (painted or stained) or insulated metal with a painted or approved prefinished colour.

2.6.2.3 Garage doors must be used to enclose covered parking stalls. Overhead sectional garage doors should be wood or high-quality steel (colour to be approved). Metal garage doors will be permitted as long as they are consistent with a more contemporary home design. Designs, which incorporate windows and raised panels, are encouraged as they break up the large expanses of the door. The building face around the door should be well articulated (recessed door, columns or brackets etc.) to reduce its visual impact and connect it to the architectural character of the house.

2.6.3 APPENDAGES

2.6.3.1 Balconies should be recessed and/or have large overhanging roofs to protect them from snow build-up. Drainage from balconies should be designed to prevent unsightly staining of walls below. The visible underside of balconies should be painted or stained or finished in soffit material appropriate to the rest of the building.

2.6.3.2 Porches, covered patios, pergolas, trellises and sun shading devices should be an integral part of the building design and be designed as outdoor rooms. Their proportion and the scale of the columns, posts and guardrails should be appropriate to the building massing and should complement other features and details.

2.7 Roof Design

2.7.1 ARCHITECTURAL FORM

Roof form is a key element in establishing the building character. Roof lines and forms should be varied, while unified in composition, and designed to fit with site topography. The use of consistent roof forms and material is also an important element of the building design. In order to insure interesting from and reduction of visual scale and massing, roof should be comprised of primary and secondary roof planes.

2.7.2 ROOF DESIGN - SNOW MANAGEMENT

Snow management should be very seriously considered. Roofs must be designed carefully to manage snow shed, particularly in side setback areas. Entrances, pedestrian and vehicular access points must be fully protected from snow shed and ice accumulation. Snow shed onto open balcony areas should be avoided. Shedding snow must be deflected from pedestrian and vehicular areas by dormers, hipped and gabled roofs, angled roofs, canopies or other means. A roof design consisting of one roof, which drains onto a series of lower roofs (especially from a great height), is not acceptable. This type of roof composition can cause heavy snow accumulation and dangerous impact loads. Manual removal of any significant build-up may be necessary and access to the roofs for thispurpose should be considered in the design.

2.7.3 ROOF SLOPE

2.7.3.1 Roofs must be designed to properly shed and/or retain snow. The function of devices such as snow retainers, snowsplitters or roof crickets, the effects of roof pitch and the friction factor of roofing materials should all be considered when designing a roof for snow shedding or retention. Snow retention devices should not be used to correct an inherent design flaw such as shedding onto access points, but can be used to reduce the severity of snow shedding on moderateslopes.

2.7.3.2 Mansard, gambrel, conical, circular or dome roofs are not permitted.

2.7.4 ROOF CONSTRUCTION

2.7.4.l Roof overhangs should be maximized to assist in creating the desired mountain architectural character and to protect wall planes and doors and windows from rain and snow. Deep overhangs are strongly recommended.

2.7.4.2 ROOFING MATERIALS

2.7.5.1 The roof material should be chosen with durability in mind. Acceptable roofing materials are thick gauge metal roofs, composite wood shingles, and slate products and will be considered based on their ability to handle the freeze/thaw cycles in the Whistler area. Textured flat roof membranes are acceptable, but visual impact from neighbouring properties must be considered.

2.7.5.2 Acceptable roof colours are earth tones or other muted colours. Roof colours must be approved prior to construction. Highly reflective metal roofs are not acceptable.

2.8 Roof Details

2.8.1 The thoughtful placement and design of roof elements such as dormers, clerestories, skylights, chimneys, gable and eave details can contribute greatly to creating an interesting roofscape.

2.8.2 Dormers may have shed, gable or hip roofs with a slope that varies from the main roof. They can be located at the edge or within the field of the main roof. There should be adequate space between dormers (and other roof features) to avoid snow bridging.

2.8.3 Snow diverters or snow retainers (if used) should be an integral part of the roofscape, and should be painted to match the roofing material colours.

2.8.4 Rooftop mechanical equipment or access stairways must be installed within the roof and not protrude above it. Antennas and satellite dishes are not permitted on the roof.

2.8.5 Chimneys and vents, which project through a sloped roof, must be durable and strong enough to handle the effects of snow build up and shedding. All projections from the roof must be fitted with substantial snowsplitters or roof crickets.

2.8.6 All flashing and roof stacks or vents must be in a prefinished colour or painted to match or complement the roof colour. Copper flashing is acceptable.

2.8.7 Eave overhangs should be designed to prevent water staining and to protect walls openings and entry areas from the elements. Drip strips of drain rock should be laid on the ground below to handle run-off from the roof. Heat tracing should be considered along roof surfaces of overhanging eaves.

2.8.8 Deep, well detailed, fascia boards reflect the importance of the roof and are the preferred design aesthetic, unless fascia boards are narrowed or eliminated to expose roof rafters and their butt ends.

2.8.9 Valley flashing shall be backed up by a continuous membrane to protect against water damage during freeze/thaw cycles.

2.8.10 Wooden or concrete composite soffits should be suitably treated to compliment the house. Aluminum and vinyl soffits are not permitted.

2.9 Chimneys

2.9.1 Chimneys must blend and match the wood esthetics of the building.

2.9.2 Chimney/Fireplace exterior finish materials must be stone indigenous to the Whistler area, wood siding or shingles, or metal siding to match the building exterior finish, colour and texture. Exposed metal flues are not permitted.

2.9.3 Chimneys and chases on the roof should be located near the ridge to reduce their required height and to protect against snow damage.

2.9.4 All chimneys projecting out from an exterior wall, must be at least five feet wide at the base and may be reduced to a minimum of three feet wide above the eave line.

2.9.5 Chimneys must be compatible with "FireSmart" principles, to mitigate the spread of wildfire and must comply with all RMOW requirements including, without limitation, development permit area requirements, RMOW bylaws and covenants registered on title to the Lot.

2.10 Decks, Terraces and Exterior Stairs

2.10.1 Decks and patios are encouraged to provide outdoor space, add visual interest and attenuate building mass. They are transitional elements which connect the building to its surrounding landscape. Care should be taken to make this connection as strong as possible. Durable natural building materials should be used in their construction. No decks, patios, terraces, stairs, or other structures may be placed within the riparian setback areas for Strata Lots 2-13.

2.10.2 Decks should be connected to the ground with massive supports such as stone, substantial-sized logs or large wood posts.

2.10.3 Terraces and stairs should be constructed of stone, concrete or pressure treated wood ties (alone or in combination). Dark creosote-coated wood ties are not acceptable. Surfaces may be stone, brick pavers, or concrete (alone or in combination).

2.10.4 Exterior stairs over two feet high should be incorporated into the overall form of the building.

2.11 Exterior equipment, Storage and Garbage

2.11.1 Houses or garages must provide ground level storage areas (within the building) for firewood, bicycles, skis, gardening equipment, etc. No accessory storage buildings or structures other than garages, and screened storage areas approved by the Administrator are permitted and

unscreened outdoor storage is not acceptable.

2.11.2 Trash, recycling and/or garbage containers must be stored withinthe building.

2.12 Utilities

2.12.1 The Developer shall provide underground municipal services to the lotline of each Lot. Connection to these services must be undergroundand are the responsibility of the Lot owner. Connection inspection orother fees are also the owner's responsibility. Natural gas and propane are prohibited by covenant.

2.12.2 A maximum of one satellite dish of maximum 24" diameter may be attached to the side of the home on a Lot. The dish must be sited to minimize visual impact subject to reasonable reception requirements. The proposed location of any future satellite dish should be indicated on the approval drawing.

2.12.3 Outdoor mechanical and electrical equipment, such a metering devices, transformers, heat pumps and air conditioning units shallbe concealed from the view of adjacent lots. Wall mounted equipment shall be enclosed with material to match exterior wall material of the residence.

2.13 Exterior Lighting on the Building

2.13.1 Lighting on the building should be installed only when necessary to provide safety or convenience and not for display. It must be kept to the minimum number fixtures required and may not be high intensitylighting (100 watt bulb maximum). Floodlights are not permitted. The use of muted architectural lighting (e.g. soffit lighting) is acceptable.

2.13.2 Lighting should be diffused, shielded, directional and concealed from neighbouring lots and the street.

2.14 Energy Design and Step Code

2.14.1 All single-family and duplex buildings approved under the BC Building Code, 2018 or later, are required by covenant to meet the Energy Performance Standard set for Part 9 Buildings as the higher of Step 4 of the Step Code or one step higher than what is required by bylaw of the RMOW as of the date of the application for a building permit for the building.

2.14.2 At least one off-street parking space for every Part 9 Building must be capable of accommodating a Level 2 EV Charging outlet.

EXHIBIT D
BUDGET OF OPERATING EXPENSES AND ESTIMATED MONTHLY ASSESSMENTS

See Attached.

Schedule D

River Run at Cheakamus Crossing

Proposed Strata Budget

	YEAR ONE
INCOME	
Strata fees	23,572.50
Developer Contribution to CRF	1,122.50
Miscellaneous Income	0.00
Fines	0.00
TOTAL INCOME	**24,695.00**
EXPENSES	
Bank Charges	450.00
Insurance Expense	5,000.00
Management and Accounting	6,000.00
Meeting Expense	500.00
Snow Removal	7,500.00
Owner Communication	500.00
Repairs and Maintenance General	2,500.00
SUBTOTAL	**22,450.00**
Developer Contribution to CRF	1,122.50
Owner Contribution to CRF	1,122.50
TOTAL EXPENSES	**24,695.00**
OPERATING SURPLUS (DEFICIT)	**0.00**

MONTHLY ASSESSMENTS

See Attached.

River Run at Cheakamus Crossing

Proposed strata fees interim budget

Units 1 - 23

Strata Lot	Unit Entitlement	Monthly Operating Fund Fund Contribution	Monthly Reserve Fund Contribution	Total Monthly Fees	Total Annual Strata Fees
1	1	$80.43	$4.97	**$85.41**	$1,024.89
2	1	$80.43	$4.97	**$85.41**	$1,024.89
3	1	$80.43	$4.97	**$85.41**	$1,024.89
4	1	$80.43	$4.97	**$85.41**	$1,024.89
5	1	$80.43	$4.97	**$85.41**	$1,024.89
6	1	$80.43	$4.97	**$85.41**	$1,024.89
7	1	$80.43	$4.97	**$85.41**	$1,024.89
8	1	$80.43	$4.97	**$85.41**	$1,024.89
9	1	$80.43	$4.97	**$85.41**	$1,024.89
10	1	$80.43	$4.97	**$85.41**	$1,024.89
11	1	$80.43	$4.97	**$85.41**	$1,024.89
12	1	$80.43	$4.97	**$85.41**	$1,024.89
13	1	$80.43	$4.97	**$85.41**	$1,024.89
14	1	$80.43	$4.97	**$85.41**	$1,024.89
15	1	$80.43	$4.97	**$85.41**	$1,024.89
16	1	$80.43	$4.97	**$85.41**	$1,024.89
17	1	$80.43	$4.97	**$85.41**	$1,024.89
18	1	$80.43	$4.97	**$85.41**	$1,024.89
19	1	$80.43	$4.97	**$85.41**	$1,024.89
20	1	$80.43	$4.97	**$85.41**	$1,024.89
21	1	$80.43	$4.97	**$85.41**	$1,024.89
22	1	$80.43	$4.97	**$85.41**	$1,024.89
23	1	$80.43	$4.97	**$85.41**	$1,024.89
TOTALS	23	$1,850.00	$114.38	**$1,964.38**	$23,572.50

EXHIBIT E
FORM J – RENTAL DISCLOSURE STATEMENT

See Attached.

Strata Property Act

FORM J

RENTAL DISCLOSURE STATEMENT

[am. B.C. Reg 312/2009.]
(Section 139)

Re: Strata Plan _____, being a proposed bare land strata plan of certain lands and premises located in Whistler, British Columbia and currently legally described as follows:

Parcel Identifier: 031-508-537
Lot 4
District Lot 8073
Group 1
New Westminster District
Plan EPP111931

(the "**Lands**")

This Rental Disclosure Statement is:

☑ the first Rental Disclosure Statement filed in relation to the above-noted strata plan

☐ a changed Rental Disclosure Statement filed under section 139(4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in relation to the above-noted strata plan was filed on *[dd/mmm/yyyy]*.

1. The development described above includes 23 residential strata lots.

2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description:

Description of Strata Lot	Date Rental Period Expires*
Nil	N/A

* Section 143(2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 23 residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot	Date Rental Period Expires*
Strata Lots 1 to 23	December 31, 2221

* Section 143(2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

Date: October 22, 2021

WHISTLER 2020 DEVELOPMENT CORP.

By: _____
Authorized Signatory

THE RESORT MUNICIPALITY OF WHISTLER

By: _____
Authorized Signatory
JACK CROMPTON
MAYOR

By: _____
Authorized Signatory
PAULINE LYSAGHT
CORPORATE OFFICER

EXHIBIT F
CONTRACT OF PURCHASE AND SALE

See Attached.

RIVER RUN AT CHEAKAMUS CROSSING
CONTRACT OF PURCHASE AND SALE

THIS CONTRACT made the _____ day of_____, 20____.

BETWEEN:

WHISTLER 2020 DEVELOPMENT CORP.
PO Box 278
Whistler, British Columbia, V0N 1B0

(the "**Vendor**")

AND:

Name:	_____	Name:	_____
Address:	_____	Address:	_____
	_____		_____
Tel: (H):	_____	Tel: (H):	_____
Tel: (W):	_____	Tel: (W):	_____
Tel: (C):	_____	Tel: (C):	_____
E-mail:	_____	E-mail:	_____

(the "**Purchaser**")

WITNESSES THAT the Purchaser offers to purchase from the Vendor:

Proposed Bare Land Strata Lot _____ (the "**Strata Lot**"), as shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (as defined in subsection 17(a)) for the bare land strata development known as "River Run at Cheakamus Crossing" (the "**Development**") having a current civic address of 1700 Mount Fee Road, Whistler, British Columbia and which is currently legally described as Parcel Identifier: 031-508-537, Lot 4 District Lot 8073 Group 1 New Westminster District Plan EPP11931 (the "**Lands**").

For the purchase price of _____ DOLLARS (Cdn) ($_____) (the "**Purchase Price**") on the terms and conditions of this Contract and subject to the Permitted Encumbrances (as defined in section 6). The Purchaser acknowledges and agrees that the Purchase Price is exclusive of applicable taxes, including goods and services tax ("**GST**") or any other federal or provincial sales, service, value added, transition or other tax (as set out in further detail in sections 9 and 21).

1. **DEPOSIT:** The Purchaser will pay deposits to Terra Law Corporation (the "**Vendor's Solicitors**") in trust to be held by them as trustee in accordance with the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**") pending the completion of the transaction, as follows:

(a) an initial deposit of $10,000 (the "**Initial Deposit**"), payable concurrently with the Purchaser signing this Contract;

(b) within seven (7) days after the date of the Vendor's acceptance of this offer (the "**Acceptance Date**") (which Acceptance Date is set out on the last page of this Contract), the deposit paid by the Purchaser shall be increased by the amount of $_____ (the "**Second Deposit**"), such that the total of the deposits (being, the Initial Deposit and the Second Deposit) then paid by the Purchaser within seven (7) days after the Acceptance Date is an amount equal to 5% of the Purchase Price; and

INITIALS	

(c) on or before _____, 20_____, the deposit paid by the Purchaser shall be increased by the amount of $_____ (the "**Third Deposit**"), being an amount equal to an additional 5 % of the Purchase Price, such that the total of the deposits (being the Initial Deposit, the

Second Deposit and the Third Deposit) then paid by the Purchaser is an amount equal to 10% of the Purchase Price.

(The Initial Deposit, the Second Deposit and the Third Deposit are collectively referred to herein as the "**Deposit**").

The Purchaser will pay the balance of the Purchase Price, subject to adjustments described herein, on the Completion Date. All Deposit payments shall be made by certified cheque, money order, bank draft or wired funds and the Purchaser will not, in any circumstances, be permitted to pay all or any part of the Deposit in cash, by credit card or by deposit bond.

2. **APPLICATION OF DEPOSIT:** The Deposit will be dealt with as follows:

(a) within a reasonable time after receipt by the Vendor's Solicitors, the Deposit, or portion thereof, will be deposited in an interest-bearing trust account with interest (less the Vendor's Solicitors' related reasonable administrative fees) to accrue to the benefit of the Vendor, except as otherwise expressly provided in this Contract. Notwithstanding the foregoing, the Initial Deposit need not be deposited to an interest-bearing trust account until the Second Deposit is received by the Vendor's Solicitors. The parties agree that the Vendor may transfer the Deposit from an interest bearing to non-interest-bearing account at least one (1) month prior to the Completion Date in order to allow the interest amount to be fixed;

(b) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions of this Contract, then the Deposit (excluding interest accrued thereon) will be applied to the Purchase Price;

(c) if the Purchaser fails to complete the purchase of the Strata Lot, then the Deposit together with all interest earned thereon shall be paid to the Vendor; and

(d) if the Vendor fails to complete the sale of the Strata Lot, then the portion of the Deposit that has been paid by the Purchaser (excluding interest accrued thereon) shall be returned to the Purchaser as liquidated damages (the parties hereby agreeing that such amount constitutes a genuine pre-estimate of damages) and as the Purchaser's sole and exclusive remedy and the Purchaser shall have no further claims against the Vendor.

In the case of subsection 2(c) above, the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of REDMA, and without prejudice to any other right or remedy the Vendor may have in respect of the Purchaser's default, shall pay the non-refundable Deposit and all interest accrued thereon to the Vendor on behalf of the Purchaser as liquidated damages. The Vendor and the Purchaser agree that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Vendor will suffer as a result of the Purchaser's failure to pay any portion of the Deposit when required hereunder or failure to complete the purchase of the Strata Lot in default of its obligations hereunder. If the Purchaser fails to pay any portion of the Deposit when required hereunder or fails to complete the purchase of the Strata Lot in default of his/her/its obligations hereunder, then, subject to subsection 24(b), the Vendor may elect to terminate this Contract and, in such event, the portion of the Deposit that has been paid together with interest thereon will be absolutely forfeited to the Vendor as liquidated damages, without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages.

The Purchaser acknowledges that any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution.

INITIALS	

The Purchaser represents and warrants that the Purchaser is a resident of _____ (*country*) for income tax purposes.

Notwithstanding anything to the contrary contained in this Contract, the Vendor and the Purchaser agree that, upon the Vendor providing notice to the Purchaser in accordance with section 15, the Vendor may appoint alternate solicitors (the "**Alternate Solicitors**") to act as the Vendor's Solicitors under this Contract. If the Vendor appoints the Alternate Solicitors, the Purchaser agrees that the Vendor may direct the Vendor's Solicitors to transfer the Deposit to the Alternate Solicitors, in trust, as a stakeholder in accordance with REDMA, and that, thereafter, all references to the "Vendor's Solicitors" within this Contract will be replaced with "Alternate Solicitors" as the context or reference requires. For certainty, the Deposit may be transferred to the Alternate Solicitors on the date that the Purchaser is deemed to have received notice of the appointment thereof in accordance with section 15.

3. **COMPLETION DATE:** The Purchaser will pay the balance of the Purchase Price, subject to adjustments as contemplated herein, by way of BANK DRAFT or SOLICITOR'S CERTIFIED TRUST CHEQUE or NOTARY'S CERTIFIED TRUST CHEQUE prior to 4:30 p.m. (Vancouver time) on the completion date (the "**Completion Date**"), which will be the date identified by written notice given by the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's solicitors or notary (the "**Purchaser's Solicitors**") as the date on which the Strata Lot is or will be ready to be occupied, provided the Vendor or the Vendor's Solicitors will give not less than 15 days' notice thereof. Whether the Strata Lot is ready to be occupied refers to the Strata Lot and not any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if: (i) the Resort Municipality of Whistler (the "**Municipality**") has given oral or written confirmation to the Vendor that the Municipality will accept a building permit application in respect of the Strata Lot and (ii) the applicable land title office (the "**LTO**") has issued a separate title for the Strata Lot. If the Completion Date is a Saturday, Sunday, statutory holiday or a day upon which the LTO is not open for business, the Completion Date will be the immediately following day on which the LTO is open for business. The notice of the Completion Date given by the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required, by written notice of such delay to the Purchaser or the Purchaser's Solicitors. If the Completion Date for the Development has not occurred by November 30, 2022 (the "**Outside Date**"), then this Contract will terminate on the Outside, the Deposit and interest accrued thereon will be returned to the Purchaser and the parties will be released from all of their obligations hereunder, provided that:

   (a) if the Vendor is delayed from completing from completing the subdivision of the Lands or ensuring that the Strata Lot is ready to occupy as a result of earthquake, flood or other act of God, fire, explosion, terrorism or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, pandemic or epidemic, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Vendor may, at its option, exercisable by written notice to the Purchaser, in addition to any extension pursuant to subsection 3(b) and whether or not any extension described in subsection 3(b) has been exercised, elect to extend the Outside Date by a period equivalent to such period of delay; and

   (b) the Vendor may, at its option, exercisable by written notice to the Purchaser, in addition to any extension pursuant to subsection 3(a) and whether or not any extension described in subsection 3(a) has been exercised, elect to extend the Outside Date by a period equivalent to such period of delay for up to 120 days.

   The Purchaser acknowledges that the estimated date range for completion of construction and installation of the servicing and utilities (the "**Estimated Construction Completion Date Range**") set out in section 5.1 of the Disclosure Statement is an estimate only and has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above in this section 3. The Purchaser also acknowledges and agrees that some of the servicing requirements will be completed after the Completion Date, and as such the Completion Date is expected to occur before the Estimated Construction Completion Date Range. For clarity, the Purchaser acknowledges and agrees that the Estimated Construction Completion Date Range may be amended from time to time by way of an amendment to the Disclosure Statement, and that the actual Completion Date may be accelerated or delayed such that it occurs before or after the Estimated Construction Completion Date Range, as the case may be, as established by the Vendor's notice that the Strata Lot is ready to be occupied in accordance with this Section 3. The Purchaser agrees to complete the purchase of the Strata Lot on the Completion Date as established according to this Section 3 regardless of whether or not the Completion Date occurs within or outside of the Estimated Construction Completion Date Range. The Purchaser acknowledges and agrees that its decision to enter into and to perform the terms of this Contract is not predicated upon whether the actual Completion Date occurs within or outside of the Estimated Construction Completion Date Range.

4. **POSSESSION:** The Purchaser will have vacant possession of the Strata Lot at 12 noon on the day following the Completion Date (the "**Possession Date**") provided the Vendor has received the balance of the Purchase Price.

5. **ADJUSTMENTS:** All adjustments both incoming and outgoing of whatsoever nature in respect of the Strata Lot will be made as of the Completion Date (the "**Adjustment Date**"). The Purchaser will be responsible for all utility charges as of the Completion Date and must ensure he or she notifies the necessary utility companies to have the utilities transferred into his or her name on the Completion Date. If the Purchaser does not transfer the utilities into his or her name as of the Completion Date, any charges to the Vendor that are the Purchaser's responsibility will be paid to the Vendor in full within five Business Days (as defined in section 36) of notification. If such amount is not paid by the Purchaser within such period, a $50.00 charge will be added to the outstanding amount.

6. **PROPERTY TAXES:** The Purchaser will be required to pay, as an adjustment to the Purchase Price, a sum in lieu of property taxes, which sum will be equal to the product of the Purchase Price multiplied by the residential mil rate for the year in which the Completion Date occurs multiplied by a fraction the numerator of which is the aggregate of the number of days remaining in the year following the Completion Date divided by 365.

7. **TITLE:** Subject to subsection 13(d), the Vendor will deliver title in fee-simple free and clear of all encumbrances except: subsisting conditions, provisions, restrictions, exceptions and reservations, including royalties, contained in any grant or disposition from the Crown and the registered or pending restrictive covenants, easements, rights-of-way and other similar encumbrances in favour of utilities and public authorities or others, including owners of adjacent lands, as required to facilitate the Development and as set out in the Disclosure Statement; the charges and encumbrances, including proposed encumbrances, referred to in the Disclosure Statement; and claims of builders' liens if the Vendor's Solicitors have undertaken to remove same in accordance with subsection 13(d) (all, collectively, the "**Permitted Encumbrances**").

8. **BUILDERS' LIEN HOLDBACK:** That portion, if any, of the Purchase Price required by law to be held back to the Purchaser in respect of builder's lien claims (the "**Lien Holdback**") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable LTO in connection with work done at the behest of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest-bearing trust account and to pay to the Vendor (or as directed by the Vendor), on the earlier of:

   (a) the date on which the time for filing a claim of lien under the *Builders Lien Act* expires; and

   (b) the date which is 56 days after the Completion Date;

   the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claim(s) filed against the Strata Lot of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 1:00 p.m. on that day. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the sole expense of the Vendor.

9. **COSTS:** The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot (including property transfer tax, additional property transfer tax on the sale of residential properties to foreign buyers, and any GST or any other federal or provincial sales, service, value added, transition or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Strata), and, if applicable, any costs related to arranging a mortgage, and the Vendor will bear all costs of clearing title of the Vendor's financial encumbrances.

10. **ASSIGNMENT:** In accordance with the Purchase Agreement, the Real Estate Development Marketing Act (British Columbia) and the Real Estate Development Marketing Regulation (British Columbia), as amended from time to time, the Developer and the Purchaser agree that the Purchaser may not assign the Purchaser's rights under the Purchase Agreement nor direct the Developer to transfer title to the Purchaser's Offered Strata Lot to anyone other than the Purchaser. For greater certainty, and without limiting anything contained herein, the Purchaser acknowledges and agrees that, for the purposes of the Purchase Agreement, an assignment of the Purchase Agreement by the Purchaser includes, without limitation, (i) a transfer of some or all of the rights, obligations and benefits of the Purchaser under the Purchase Agreement, (ii) "adding" one or more additional persons or entities as additional "Purchasers" under the Purchase Agreement, (iii) an assignment of the Purchase Agreement, in whole or in part, to a company controlled by the Purchaser, (iv) an assignment of the Purchase Agreement, in whole or in part, to a person who is related to the Purchaser and (v) an assignment of the Purchase Agreement, in whole or in part, to a person who is unrelated to the Purchaser, and the Purchaser expressly acknowledges and agrees that all of the foregoing are prohibited

11. **RISK:** The Strata Lot and all other items included in the Purchase and Sale of the Strata Lot will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which they will be at risk of the Purchaser.

12. **COMMON AREAS:** The Purchaser acknowledges that the Development and adjacent areas will include service facilities and equipment required in connection therewith, including, but not limited to transformers, fire hydrants, and other such facilities and equipment (the "**Service Facilities**"). The Service Facilities may be located within the Development as required by the Municipality or recommended by the Vendor's consultants. The Purchaser acknowledges that the current plans for the Development may not indicate the location of all the Service Facilities and that the Vendor reserves the right to relocate, add to or delete all or a portion of the Service Facilities as deemed necessary by the Vendor, without compensation to the Purchaser.

13. **CLOSING PROCEDURES:**

(a) The Purchaser will cause the Purchaser's Solicitors to prepare and deliver to the Vendor's Solicitors, at least 3 Business Days (as defined in section 36) prior to the Completion Date, a vendor's statement of adjustments and a Form A - Freehold Transfer (the "**Transfer**"), together with documentation relating to GST as applicable. The Purchaser will provide and shall be solely responsible for providing the Purchaser's Solicitors with copies of this Contract (including any and all addendums and amendments hereto) and/or the Disclosure Statement (as hereinafter defined) as may be required by the Purchaser's Solicitor.

(b) The Vendor will execute and deliver the Transfer and Vendor's statement of adjustments to the Purchaser's Solicitors on or before the Completion Date on their undertaking not to register the Transfer on the Completion Date unless and until they hold in their trust account the balance of the Purchase Price (subject to subsection 13(c)) pursuant to the statement of adjustments and on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post registration index search from the applicable LTO indicating that, in the ordinary course of Land Title Office procedure, the Purchaser will become the registered owner of the Strata Lot (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will cause payment of the balance of the Purchase Price due on the Completion Date to be made by the Purchaser's Solicitors to the Vendor's Solicitors. The Vendor will execute and deliver any documentation relating to parking stall and/or bike storage locker on or within a reasonable time after the Completion Date.

(c) If the Purchaser is relying on a new mortgage to be registered against the Strata Lot to finance the Purchase Price, the Purchaser, while still required to pay the balance of the Purchase Price on the Completion Date, may wait to pay the balance of the Purchase Price to the Vendor until after submitting the Transfer and new mortgage documents for registration at the LTO, but only if, before making such filing, the Purchaser has: (i) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (ii) fulfilled all the new mortgagee's conditions for funding except submitting the new mortgage for registration; and (iii) made available to the Vendor, the Purchaser's Solicitors' undertaking to pay the balance of the adjusted Purchase Price on submitting the Transfer and new mortgage for registration and the advance by the new mortgagee of the new mortgage proceeds and the Purchaser's Solicitors' undertaking to withdraw or cause the withdrawal of the Form A - Freehold Transfer and new mortgage if for any reason he/she/it fails to pay the balance of the adjusted Purchase Price on the Completion Date.

(d) The transfer of the Strata Lot will also be subject to the Vendor's financing arranged in connection with the Development or any builders' lien claims provided that the Vendor's Solicitors undertake to clear title to the Strata Lot of all encumbrances related to such financing and such builders' liens claims within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's financing, if any, may remain as a charge against the common property of the Development until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

14. **RESIDENCY:** The Vendor is a resident of Canada.

15. **NOTICE AND TENDER:** Any notice, delivery or other communication in respect of this Contract will be in writing unless otherwise provided herein. Any notice, delivery or other communication to the Vendor will be addressed to the Vendor at its address set out on the first page of this Contract and be delivered by mail. Any notice, delivery or other communication to the Purchaser will be addressed to the Purchaser at the Purchaser's postal or email address set out on the first page of this Contract or to the postal or email address or fax number of the Purchaser's Solicitors and may be delivered by personal delivery, regular mail, registered mail, fax or email. The Purchaser will notify the Vendor of the name and address of the Purchaser's Solicitors as soon as reasonably possible and in any event well in advance of the Completion Date. Provided they are sent to the email or postal address or fax number stipulated herein for such party, notices, deliveries and other communications will be deemed to be received: (a) on the date of receipt if delivered or sent by personal delivery, fax or email, or on the next Business Day (as defined in section 36) if delivered or sent by personal delivery, fax or email on a day that is not a Business Day in British Columbia; or (b) 3 Business Days after the date of mailing thereof. Either party may change its address for notices, deliveries and other communications by a written notice given in accordance with this provision. The Vendor shall have no duty to further verify the currency of the postal or email address or fax number of the Purchaser or the Purchaser's Solicitors, as provided in any such case by the Purchaser, and unless the Purchaser advises the Vendor, in writing, of any change to the Purchaser's or the Purchaser's Solicitors' postal or email address or fax number, all notices, deliveries or communications, including, for certainty, delivery of the Initial Disclosure Statement, any amendments to the Disclosure Statement or notice of the Completion Date, shall be deemed to have been received by the Purchaser in accordance with the provisions of this Section 15. The Purchaser

acknowledges and agrees that the foregoing provision will affect the timing of the Purchaser's obligations to pay portions of the Deposit and to complete the transaction contemplated in this Contract and the Purchaser assumes all risk and liability associated with any failure to advise the Vendor of any change in the Purchaser's or the Purchaser's Solicitors' postal or email address or fax number. Any money to be tendered on the Vendor or the Vendor's Solicitors will be tendered by way of certified cheque or bank draft and will be delivered at the Purchaser's expense to the Vendor at its address as set out on page 1 of this Contract, or to the Vendor's Solicitors at their offices.

16. **CHANGE OF ADDRESS:** The Purchaser covenants and agrees to promptly notify the Vendor in writing of any change in the Purchaser's address, e-mail address or phone number and any change in the Purchaser's Solicitors' address, e-mail address, phone number and/or fax number. The Purchaser will, promptly upon request, sign and return the Vendor's form of change of address document and provide proof of the address change by way of government issued photo identification.

17. **DISCLOSURE STATEMENT:**

(a) The Purchaser acknowledges that he/she/it has received a copy of the disclosure statement for the Development dated October 22, 2021 (the "**Initial Disclosure Statement**") any additional amendments to disclosure statement, if any, filed up to the date hereof in respect of the Initial Disclosure Statement (collectively, the "**Amendments**") (the Initial Disclosure Statement, together with and as amended by the Amendments, are collectively referred to in this Contract as the "**Disclosure Statement**"), and that he/she/it has been given a reasonable opportunity to read the Disclosure Statement before entering into this Contract and the execution by the Purchaser of this Contract will constitute a receipt in respect thereof. The Purchaser acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Contract has been drawn to the Purchaser's attention.

INITIALS	

(b) The Purchaser will, from time to time, forthwith upon receipt from the Vendor of a copy of any Amendment filed in respect of the Disclosure Statement, execute and deliver to the Vendor a receipt, in a form to be provided by the Vendor, pursuant to which the Purchaser confirms that it received a copy of such Amendment.

18. **ELECTRONIC DELIVERY OF AMENDMENTS:** To the extent that the Vendor provided a copy of the Initial Disclosure Statement or a copy of any or all of the Amendments to the Purchaser by electronic means, including, without limitation, by e-mail to the e-mail address set out on page 1 hereof, the Purchaser hereby consents to such delivery by electronic means. The Purchaser hereby acknowledges and agrees that the Vendor may, in its discretion, deliver a copy of any amendment to disclosure statement which is filed in respect of the Disclosure Statement, to the Purchaser by electronic means, including, without limitation, by e-mail to the e-mail address set out on page 1 hereof, and the Purchaser hereby consents to such delivery by electronic means.

INITIALS	

19. **REPRESENTATIONS:** There are no representations, warranties, guarantees, promises or agreements, express or implied, statutory or otherwise, other than those set out in this Contract and in the Disclosure Statement.

20. **PERSONAL INFORMATION:** The Purchaser hereby consents to the collection, use and disclosure of personal information contained in this Contract and any Addendum hereto, and otherwise collected by or on behalf of the Vendor and its agents, solicitors, affiliates and service providers for all purposes consistent with the transaction contemplated herein, including the following purposes:

(a) to obtain financing for the Vendor;
(b) to comply with requirements of the Vendor's lenders and bankers;
(c) to comply with, and as required by law;
(d) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;
(e) for insurance and warranty coverage for the Development for carrying out its services;
(f) to the property management company for the Development for carrying out its services;
(g) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;
(h) to provide such information to the Vendor's Solicitors for all matters relating to this Contract;
(i) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;
(j) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(k) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;
(l) to facilitate communications between the Purchaser and the Vendor;
(m) to invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws;
(n) to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and other applicable laws;
(o) to comply with REDMA and regulations, rules and policies thereunder or relating thereto;
(p) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities; and
(q) to disclose such personal information to the Vendor's affiliates, assignees, business partners, bankers, lawyers, accountants and other advisors and consultants in furtherance of the foregoing purposes.

The Purchaser covenants and agrees to provide, and cause any third parties to provide, to the Vendor, the Vendor's agents and the Vendor's Solicitors, promptly upon request, any additional personal or other information not contained herein that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), REDMA and any and all regulations, rules and policies thereunder or relating thereto, and the Purchaser acknowledges that the foregoing consent applies to any such personal information.

21. **SALES AND TRANSFER TAXES:**

The Purchaser agrees that the Purchase Price does not include any applicable taxes, including GST or any other federal or provincial sales, service, value added, transition or other tax that may be applicable to the sale of the Strata Lot hereunder whether levied against the Purchaser or the Vendor, all of which will be payable by the Purchaser on the Completion Date in addition to the Purchase Price. If and to the extent required under Part IX of the *Excise Tax Act* (Canada), and subject to the foregoing, the Purchaser will remit to the Vendor on the Completion Date any GST that may be exigible under Part IX of the *Excise Tax Act* (Canada) in respect of the transaction contemplated herein, and the Vendor agrees that it will remit or otherwise account for such funds to CRA in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada) and the foregoing. Notwithstanding the foregoing, if the Purchaser is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, if so permitted by applicable law and at the discretion of the Vendor, the Purchaser will not be required to pay the GST to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA.

22. **DESIGN GUIDELINES.** The Purchaser acknowledges that the development of the Strata Lot will be subject to certain design guidelines, which, *inter alia*, establish certain restrictions on the construction of improvements on the Strata Lot and require the Vendor's prior approval of all construction plans. The Purchaser will be required to execute and deliver the Design Guidelines Agreement to the Vendor in accordance with this section 22 of Contract. A copy of the Design Guidelines Agreement is attached as Exhibit G to the Disclosure Statement and the design guidelines are attached to the Bylaws (as defined, and attached as Exhibit C-2 to the Disclosures). The Purchaser will pay to the Vendor on the Completion Date the amount of $10,000.00 (the "**DGA Deposit**") which amount will be held by the Vendor, without interest, as security for the observance and performance of the Purchaser's covenants and obligations under the Design Guidelines Agreement. The Vendor will refund the DGA Deposit to the Purchaser within 30 days following notice by the Purchaser to the Vendor of substantial completion of the Improvements (as defined in the Design Guidelines Agreement), including landscaping, provided that the Improvements have been completed in accordance with the Plans and Specifications (as defined in the Design Guidelines Agreement) and the Purchaser has otherwise observed and performed his/her/its obligations under the Design Guidelines Agreement to the satisfaction of the Vendor, acting reasonably. The Vendor will be entitled to retain the DGA Deposit where the Purchaser fails to observe or perform any of its covenants or obligations under the Design Guidelines Agreement without prejudice to its other rights and remedies under the Design Guidelines Agreement. The Vendor will not be required to deliver the DGA Deposit to anyone other than the Purchaser, including a purchaser of the Purchaser's interest in the Property, except where the Purchaser has delivered notice in writing to the Vendor, in a form satisfactory to the Vendor, authorizing the Vendor to do so. The Purchaser acknowledges that in addition to the DGA Deposit, when the Purchaser submits the Purchaser's construction plans to the Vendor for approval in accordance with the terms of the Design Guidelines Agreement, the Purchase will be required to include a fee of $3,000 in payment of expenses incurred by the Vendor in providing such approval.

23. **PROCEEDS OF CRIME AND MONEY LAUNDERING**. The Vendor may in its sole discretion terminate this Contract if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Contract is related to the commission or attempted commission of a "money laundering offence" or a "terrorist

activity financing offence", as defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and Regulations under that Act, as amended from time to time. In the event of such termination, the Deposit paid together with all interest thereon shall be paid to the Purchaser and the Purchaser shall have no further claims against the Vendor.

24. **TIME OF THE ESSENCE:** Time will be of the essence of this Contract and unless all payments on account of the Purchase Price, together with adjustments thereto as provided in this Contract and all other amounts payable hereunder are paid when due, then the Vendor may at its option:

(a) terminate this Contract by written notice to the Purchaser and, in such event, the portion of the Deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Vendor as liquidated damages, the parties agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the damages the Vendor will suffer as a result of the Purchaser's failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to the Vendor's other remedies including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages and, subject to the provisions of REDMA, the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefor by the Vendor; or

(b) elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may cancel this Contract pursuant to subsection 24(a) or grant one or more further extensions pursuant to subsection 24(b), at any time after extending the date for payment or the Completion Date, as the case may be, pursuant to subsection 24(b) if the Purchaser fails to make such payment or complete the purchase of the Strata Lot, as the case may be, in accordance with this Contract on or before such extended date.

In the event that the Purchaser or the Purchaser's Solicitors indicates or expresses to the Vendor or the Vendor's Solicitors, on or before the Completion Date, that the Purchaser is unable or unwilling to complete the sale, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or the Purchaser's Solicitors.

25. **ACCEPTANCE:** Upon acceptance by the Vendor signing a copy of this Offer, there will be a binding agreement of sale and purchase in respect of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

26. **REPRESENTATIONS/ENTIRE AGREEMENT:** The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Contract. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

27. **CONSTRUCTION:** The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final surveyed areas may vary. The Strata Lot is expected to be substantially as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set

out in the marketing materials referred to in section 26 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

28. PURCHASER ACKNOWLEDGEMENTS: The Purchaser acknowledges and agrees that:

(a) the Vendor has an agency relationship with The Whistler Real Estate Company Ltd. and that the Vendor has reserved the right to use its own employees to market the Development;

(b) the Deposit payment will not begin to bear interest until after it is deposited into the Vendor's Solicitors' trust account which may, in the Vendor's discretion, be after the expiry of all statutory rescission periods and that interest will accrue to the benefit of the Vendor except as otherwise expressly provided;

(c) the Completion Date may be any day up to and including the Outside Date, as extended pursuant to subsections 3(a) and 3(b) and the Purchaser releases the Vendor and its affiliates from any actions, causes of action, costs, claims, demands and liabilities arising as a result of the date on which the Completion Date occurs;

(d) any and all application fees and the costs associated with constructing improvements on the Strata Lot, obtaining design guideline approval, obtaining building permits and hooking-up to storm sewer, sanitary sewer, water, electricity, telephone and cable television services, will be the sole responsibility of the Purchaser.

(e) legal title to the Strata Lot is or will be held by Resort Municipality of Whistler (the "**Registered Owner**") as nominee, agent and bare trustee for and on behalf of the Vendor. The Purchaser agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (British Columbia), to accept the Transfer and other closing documents executed by the Registered Owner in satisfaction of Section 6 of the *Property Law Act* (British Columbia).

29. **CONTINUING CONSTRUCTION AND MARKETING:** The Purchaser agrees that the Vendor may continue to carry out construction work on the Development after the completion of the purchase of the Strata Lot by the Purchaser. The Purchaser acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Purchaser will not impede or interfere with the Vendor's completion of construction of other strata lots, the common property or the Development. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise to market the Development. The Purchaser agrees that for so long as the Vendor (or any entity affiliated with the Vendor and/or any of the entities comprising the Vendor) is the owner of any strata lots in the Development, the Vendor (or any entity affiliated with the Vendor and/or any of the entities comprising the Vendor) may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or strata lots owned or leased by the Vendor, including, without limitation, maintaining a sales office, other display areas, parking areas and signage and permitting public access to same for the purpose of marketing any unsold strata lots in the Development. In addition, the Vendor may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with the marketing and sales activities for the Development.

30. **AMENDMENT TO CONTRACT**: This Contract may not be altered or amended except by an amendment in writing signed by the Purchaser and the Vendor.

31. **MUNICIPAL ADDRESS AND STRATA LOT NUMBER**: The Purchaser acknowledges that the municipal address of the Development as described on Page 1 hereof as well as the strata lot number assigned to the Strata Lot as of the date of this Contract may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein, all without compensation to the Purchaser.

32. **GOVERNING LAW**: The Offer to Purchase and this Contract of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Contract and the validity, existence and enforceability hereof.

33. **PURCHASER COMPRISING MORE THAN ONE PARTY**: If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party

comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser. All references to any party, whether a party to this Contract or not, will be read with such changes in number and gender as the context or reference requires.

34. **CONTRACTUAL RIGHTS**: The Offer to Purchase and this Contract of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land. The Purchaser will acquire an interest in land upon completion of the purchase and sale contemplated herein.

35. **SUCCESSORS AND ASSIGNS**: This Contract will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

36. **BUSINESS DAY**: In this Contract, "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in British Columbia.

Dated at _____ this _____ day of _____, 202_____.

_____ _____
Witness Purchaser

_____ _____
Witness Purchaser

The Vendor hereby accepts the above offer and agrees to sell the Strata Lot to the Purchaser on the terms and subject to the conditions set out herein.

Dated this _____ day of _____, 202____ (the "**Acceptance Date**").

WHISTLER 2020 DEVELOPMENT CORP.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

EXHIBIT G
DESIGN GUIDELINES AGREEMENT

See Attached.

DESIGN GUIDELINES AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 202__,

BY:

_____
_____
_____
_____

(the "**Owner**")

IN FAVOUR OF:

WHISTLER 2020 DEVELOPMENT CORP.
c/o 4325 Blackcomb Way
Whistler, British Columbia V0N 1B4

(the "**Developer**")

WITNESSES THAT WHEREAS:

A. The Developer is the beneficial owner of the lands (the "**Strata Lot**") situated in Whistler, British Columbia, legally described as:

Strata Lot _____
District Lot 8073
Group 1
New Westminster District
Strata Plan EPS_____;

B. The Resort Municipality of Whistler is the registered owner of the Strata Lot and holds title to the Strata Lot as nominee, agent and bare trustee for and on behalf of the Developer;

C. The Owner is purchasing the Strata Lot from the Developer;

D. It is important to the Developer that the Strata Lot are developed within the parameters established by applicable zoning bylaws currently in effect, and subject to certain other requirements and restrictions more particularly set out herein, in order to preserve the integrity of the development in which the Strata Lot are located; and

E. It is a condition of the sale of the Strata Lot to the Owner that this Design Guidelines Agreement (the "**Agreement**") is executed and delivered to the Developer concurrently with transfer of the Strata Lot to the Owner.

NOW THEREFORE, in consideration of the premises, the sum of $10.00 now paid by the Developer to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Owner hereby agrees with the Developer, as follows:

1. General Restrictions. Unless specifically permitted in writing by the Administrator (as hereinafter defined), the Owner will not commence or permit commencement of construction of any improvements of any sort (collectively or individually herein referred to as "**Improvements**"), including without limitation, any:

(a) excavation;

(b) application for development approval or a building permit;

(c) construction of any buildings or other improvements of whatsoever nature; or

(d) landscape treatment,

on the Strata Lot without first:

(e) submitting the plans and specifications (the "**Plans and Specifications**") for the Improvements to the Administrator, or an approving agent designated by the Administrator from time to time (the "**Designate**") as per the procedures outlined in Exhibit B; and

(f) complying with the provisions set out herein and in the Design Guidelines (as hereinafter defined) and obtaining all approvals contemplated hereunder from the Administrator.

Plans and Specifications submitted to the Administrator or the Designate will not be acceptable unless prepared in accordance with, and in compliance in all respects with, the design guidelines attached hereto as Exhibit A (the "**Design Guidelines**"). The application or reapplication for review shall, in the discretion of the Administrator, include a fee of $3,000 in payment of expenses incurred by the Administrator or the Designate in providing its approval hereunder. The Administrator, or the Designate, shall receive and consider the Plans and Specifications and make its recommendations or grant its approval as per the procedure outlined in Exhibit B attached hereto.

2. Modification of Improvements. No alterations or modifications to any Improvements constructed on the Strata Lot shall be made without the approval in writing of the Administrator or the Designate and the approval criteria and procedures herein and in the Design Guidelines then in effect shall apply to all such alterations and modifications.

3. Continuous Construction/Time for Construction.

(a) After construction of any Improvements on the Strata Lot commences in accordance with the requirements set out herein, the construction of such Improvements shall not be discontinued until the same is completed in all respects in accordance with the approved Plans and Specifications.

(b) The Owner shall not fail substantially to complete the Improvements, including landscaping, in accordance with the approved Plans and Specifications on or before the date which is 2 years after the commencement of construction of Improvements on the Strata Lot, as determined by the Administrator or the Designate.

For the purposes of paragraph (b), construction of the Improvements shall be deemed to have commenced if:

(i) a building permit has been issued for Improvements and all costs, charges and other fees payable to the applicable approving authority for or in respect of construction of the Improvements have been paid in full;

(ii) the Plans and Specifications for the Improvements have received all approvals hereunder and all fees and deposits required in connection therewith have been paid; and

(iii) all required pilings, preload, landfill gas mitigation requirements or other subsurface foundation support, and all other required footings and foundations, for the Improvements are substantially complete,

all in accordance with the approved Plans and Specifications for the Improvements and all as certified by the architect for the Improvements.

(c) Notwithstanding subsections (a) and (b), the Owner will not be in breach of the restrictions therein if such construction is interrupted by reason of strike, lockout, labour dispute, act of God, inability to obtain labour or materials or both, enemy or hostile action, civil commotion, and fire or other casualty provided that such person takes such steps as are available to it to minimize the effect of such occurrences and diligently recommences construction after each such occurrence.

4. Compliance With Plans and Specifications/Laws. Following approval of the Plans and Specifications, no construction of Improvements will be commenced or carried out on any of the Strata Lot:

(a) except in accordance with the approved Plans and Specifications; and

(b) except in compliance with all applicable laws, ordinances, rules, regulations or orders of governmental or municipal authorities.

5. Remedies. The Owner and the Developer acknowledge and agree that any breach or violation of the covenants contained in sections 1 to 4 hereof will cause irreparable damage and harm to the Developer and the Strata Lot, and that such breach or violation will not be adequately relieved by way of damages alone and that in addition to any other remedies to which the Developer may at any time be entitled at law or in equity. The Developer will be entitled to obtain injunctive relief in any court of competent jurisdiction to prevent any such breach or violation and to specifically enforce any or all of the covenants contained in sections 1 to 4 hereof, and the Owner hereby agrees not to oppose any application by the Developer for injunctive relief.

6. Deposit. Upon execution of this Agreement, the Owner will forthwith pay to the Developer the amount of $10,000.00 (the "**DGA Deposit**"), which amount will be held by the Developer, without interest, as security for the observance and performance of the Owner's covenants and obligations under this Agreement. The Developer will refund the DGA Deposit to the Owner within 30 days following notice by the Owner to the Developer of substantial completion of the Improvements, including landscaping, provided that the Improvements have been completed in accordance with the Plans and Specifications and the Owner has otherwise observed and performed his/her/its/their obligations under this Agreement to the satisfaction of the Developer, acting reasonably. The Developer will be entitled to retain the DGA Deposit where the Owner fails to observe or perform any of its covenants or obligations under this Agreement, without prejudice to its other rights and remedies under this Agreement. The Developer will not be required to deliver the DGA Deposit to anyone other than the Owner, including a purchaser of the Owner's interest in the Strata Lot, except where the Owner has delivered notice in writing to the Developer, in a form satisfactory to the Developer, authorizing the Developer to do so.

7. Definition. In this Agreement, "Administrator" means:

(a) the Developer; or

(b) an assignee from time to time of the Developer's rights and functions hereunder.

8. Sale of Strata Lot. The Owner will not sell, transfer or lease the Strata Lot, unless the Owner first obtains from the purchaser, transferee or lessee, a covenant in writing, executed under seal, in favour of the Developer pursuant to which the purchaser, transferee or lessee agrees to assume and to be bound by the terms of this Agreement.

9. Other Laws. The provisions hereof will be in addition to, but not in substitution for, any generally applicable laws, ordinances, rules, regulations or orders of governmental or municipal authorities.

10. Severability. If any provision or provisions set out herein are found by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void then such provision or provisions will be deleted herefrom (except where such provision or provisions are by cross-reference incorporated into another provision and such other provision is not similarly found to be illegal, invalid or otherwise unenforceable or void) and the provisions hereof will be construed as though such provision or provisions so deleted where never included herein.

11. Benefits. The grants, covenants, agreements and obligations of the Owner under this Agreement, and the rights, powers, privileges and remedies of the Developer under this Agreement, are made with, granted to, reserved by and exercisable and enforceable by and will enure to the benefit of the Developer and its respective successors in title, and their respective heirs, administrators, executors, successors and assigns.

12. Waiver. The Owner hereby expressly covenants and agrees with the Developer, that any failure by the Developer to enforce any provision of this Agreement, upon any breach or violation thereof, or any failure by the Developer to exercise any of its rights or remedies arising from any such breach or violation, or any indulgence or delay by the Developer in enforcing the covenants and restrictions or in exercising their rights or remedies, shall not constitute a waiver in whole or in part by the Developer of any such breach or violation or any other breach or violation, nor shall it constitute any estoppel or otherwise affect or impair any rights or remedies of the Developer resulting upon such breach or violation or any other breach or violation, and any waiver shall only be effective and binding if made in writing and signed by the Developer. Any effective waiver in writing as aforesaid shall only apply to the particular breach or violation or other matter or circumstance waived and shall not apply to or extend to any other or subsequent breach or violation, matter or circumstance, of the same or different kind, any rule of law or equity to the contrary notwithstanding.

13. Notices. Any demand or notice to be given pursuant to this Agreement will be duly and properly given if personally delivered or transmitted by telecopy to the address of the parties hereto set out on the first page of this Agreement or such other address as such party may from time to time designate by notice in writing to the other parties.

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

Developer:
WHISTLER 2020 DEVELOPMENT CORP.

Per:

_____
Authorized Signatory

Owner:

Witness:	Name:
Witness:	Name:

EXHIBIT A
DESIGN GUIDELINES

RIVERRUN

AT CHEAKAMUS CROSSING

1. SITE DEVELOPMENT GUIDELINES

1.1 OVERVIEW

This section outlines criteria, which must be considered by the Lot Owner in the development of each Lot. This comprehensive approachto planning River Run will ensure that each individual Lot development fits with and complements both previous and subsequentLot developments so that development proceeds harmoniously andpredictably. The natural environment and appeal of River Run must be maintained and neighbours respected.

In addition to these guidelines, Lot Owners should also review the registered covenants on the River Run lots that relate to site, building and energy requirements

1.2 BUILDING SITING

1.2.l The Lot Owner shall review the "Building Site Plan" a copy of which is attached and inspectthe site to assess its specific potentials and constraints (natural features and man-made conditions). It is the Lot Owner's responsibility to identity the location of all easements and rights-of-ways and to comply with the setback requirements established by theResort Municipality of Whistler, building envelopes established for each lot and all other requirements of the Zoning and Parking Bylaws and covenants.

1.2.2 Some building sites at River Run have some degree of slope, and as such, the location of the buildings and site improvements are a key component of the design process. The underlying goal of the site planning guidelines is for all buildings, structures and site improvements to be integrated with the natural features of the site. Buildings should be sited to maximize the attributes of a site while minimizing the disturbance on the site's natural features. A well- designed site plan must be done in concert with the architectural and landscape design of the site.

Siting of the building and rooms within it must consider the following:

(a) topography and lot shape;

(b) geology/soil conditions;

(c) hydrology/flood plain elevation and planned or existing drainage systems;

(d) existing vegetation and/or tree preservation areas;

(e) views into and out of the Lot (view corridors or lines);

(f) solar exposure;

(g) snow management;

(h) relationships to neighbouring properties, including minimizing overviews, shading, view blockage, noise andfumes and landscape degradations on neighbouring properties;

(i) parking and driveway locations (see section 1.7);

(j) for Strata Lots 2 to 13, any development permits which requires these Strata Lots to adhere to certain riparian ecosystem development permit guidelines;

(k) Covenant CA9354645;

(l) relationship between building and B.C. Hydro transformerkiosk to maintain a minimum

- 3.0 metres from any combustible surface or material onthe building.
- 6.0 metres from any door or window;
- 6.0 metres from any ventilation inlet or outlet as stipulatedin section 26-012 of the Canadian Electrical Code Part 1 or the latest version of the same.

1.3 LOT CLEARING AND LANDSCAPING

1.3.1 The existing natural vegetation represents an amenity to The River Run Development. The objective is for the subdivision to blend harmoniously into the existing natural environment. This is achievedby minimizing cuts and fills and replanting areas with a preponderanceof indigenous plant material. A landscape plan prepared by a Landscape Architect must be

submitted for approval. The Landscape Architect must be familiarwith local native plant associations and their specific application to thesite to achieve the objective of blending the development with the existing natural environment. Wildlife attractant species such as Mountain Ash, blueberries, huckleberries and clover are prohibited.

1.3.2 The site plan must define the extent of clearing and provide an indication of the proposed landscaping and revegetation. The Municipality will not permit clearing or cutting of trees within the tree preservation areas (if the Lot is subject to a riparian preservation covenant, Lots 2 through 13) without prior approval.

1.3.3 Each Lot must be landscaped so that new vegetation appears to be integral with the existing mountain landscape. New plantings should utilize plants that are indigenous to the area and should be located toextend existing canopy edges or planted in natural groupings. Landscaping should consist primarily of plants suited to local soils and climate conditions, requiring minimal irrigation. The use of non-indigenous plants is discouraged and ornamental plants are recommended only for location directly adjacent to buildingsor in courtyards.

1.3.4 Landscaping should be coordinated to provide cooling and shade during the summer and solar access in the winter.

1.3.5 Landscaping near buildings must be carefully designed to minimize fire fuels. Preferred options include low fuel volume or fire resistive trees, plants and ground cover, and pathways. The landscaping should meet the Wildfire Preservation guidelines for “Moderate Risk” areas in the Resort Municipality of Whistler Official Community Plan (OCP).

1.3.6 The streetscape is intended to take on a natural, attractive appearance which will mature gracefully, therefore the area betweenthe curb and the front plane of the house shall be considered to be predominantly a natural re-vegetation zone. As such the landscape plan should utilize mostly indigenous plant species. Formal planting may be used as an accent only.

1.3.7 Fences or “wall like” planting along the lot lines are not permitted.

1.3.8 Plant material in snow dump areas shall be sufficiently durable to survive and grow with the adverse effects of snow dump.

1.3.9 No landscaping, alterations, or other site disturbances are to take place within the riparian setback areas on Strata Lots 2 to 13.

1.4 LOT GRADING AND DRAINAGE

1.4.1 Re-grading within the Lot must be shown on the site plan for the proposed development. Outside of the building envelope, it will be permissible to

regrade portions of the lot provided that any alterationto the natural grades are shown on the site plan and such changes are approved by the Administrator.

1.4.2 Grading requirements that result from development on each lot shallbe designed to blend into the natural landscape. All cut and fill must be blendedinto the existing site and must be within the lot boundary.

1.4.3 The slope of cut and fill banks should be determined by the soil characteristics for the specific Lot and must avoid erosion andpromote revegetation opportunities, but in any case must be limited toa 1H:1V.

1.4.4 New construction and regrading within a Lot must not interrupt the subdivision drainage patterns or cause discharge of water onto adjacent Lots.

1.4.5 Run-off from roofs, ground, pavement and snow storage areas mustbe collected and directed to natural or improved drainage systems within the Lot.

1.4.6 All regrading must be done in accordance with Covenant CA9354645.

1.5 RETAINING WALLS

Retaining walls shall be provided on each site as required to maintainthe existing site topography and vegetation. Retaining wall materialsshall be rock or concrete with stone veneer. Lock block retaining walls are not permitted. Retaining walls shall be a maximum of 2.0 metres in height. Should greater heights be required the retaining walls shall be terraced and landscaped to minimize their visual impact.

1.6 RELATIONSHIPS TO NEIGHBOURS AND STREETSCAPE

1.6.1 The design and siting for a proposed building must respond to the existing and/or future planned development on adjacent Lots. The proposed home must take into consideration its effecton privacy, obstruction of view lines and overshadowing of the neighbouring properties. Balconies, decks and large windows shouldbe located away from the side property lines.

1.6.2 Proposed buildings shall be designed to create a harmonious yet interesting streetscape. Varying front yard setbacks and garage locations are encouraged. The rooflines and level of eaves onadjacent Lots must be considered, to avoid dramatic height changesbetween the proposed building and the rest of the buildings along thestreet.

1.6.3 No exterior building design can be repeated within this subdivision. Itis

intended that each house must be unique and designed specificallyfor its site.

1.7 DRIVEWAYS, PARKING AND GARAGES

1.7.1 Each home must provide for off street parking per the Resort Municipality of Whistler Zoning and Parking Bylaws.

1.7.2 Driveway widths, slopes, finishes and all other driveway and parking considerations shall be in accordance with the Resort Municipality of Whistler regulations.

1.7.3 Acceptable surfaces for parking areas are concrete and interlocking pavers. Permeable surfaces are strongly encouraged. Only two materials are allowed per driveway/parking area.

1.7.4 Driveway and parking areas must occupy less than 50% of the required front yard and be set back a minimum of 1.5 meters in accordance with Municipal regulations.

1.7.5 Garages should be adjacent to those located on abutting lots wherever possible and driveways adjacent with landscaping between to minimize the impact of hard surfaces.

1.7.6 Garages must be attached and their design is integrated with the design of the home. Carports are not permitted. The long-term storage (exceeding 14 days) of unlicensed vehicles, recreational vehicles or similar vehicles or pieces of equipment shall only be permitted on a Lot withinan enclosed building or completely screened from the street. The intent is to ensure that uncovered parking on a Lot is provided exclusively for personal use or non-commercial vehicles and that all uncovered parking maintains an acceptable visual quality of all open spaces on all Lots.

1.8 SNOW MANAGEMENT

1.8.1 Snow management must be seriously considered during all aspects of the design process. Adequate areas suitable for the storage of snow removed from driveways and parking areas must be provided. Every application to the Administrator for approval of Plans and Specifications shall include a detailed snow shedding and snow storage plan to ensure entries and access areas are protected.

1.9 FENCES

1.9.1 Fences are not permitted unless clearly required from a safety perspective. If required they shall be the minimum height, and no higher, to provide the necessary level of safety.

1.9.2 Fence materials shall be limited to wood, either as a solid barrier oras a split rail. Chain link fencing will not be permitted. Fence colours shall be either natural wood or stained to compliment the principal building.

1.9.3 Pre-existing split-rail fences located along the riparian setback areas on a Lot must be maintained.

2. BUILDING DESIGN GUIDELINES

2.1 OVERVIEW

This section outlines criteria which must be considered by the Lot Owner in the design and construction of Improvements on the Lots. This comprehensive approach to planning the River Run neighbourhood will ensure that each individual home fits in with and complements both previous and subsequent projects so that development proceeds harmoniously and predictably.

The intent of these guidelines is to maintain a high standard of building appearance, to enhance views from the lots and of the subdivision, protect solar exposure, minimize environmental and visual impact of built elements and generally ensure the quality of development of a local residential enclave. The guidelines have been assembled to ensure the establishment of building forms which respect the natural setting and the surrounding buildings, use techniques to reduce visual impact of building mass, site buildings to take maximumadvantage of views and solar exposure, and to ensure a building technology which is correct for the climate.

2.2 BUILDING MASSING AND PROPORTION

2.2.1 MASSING

Building siting and design, particularly building massing and rooflines, should be tailored to the physical character of the site to reduce visual impacts from adjoining lands and roads. Design strategies to reduce height are very important. Exposed gables of substantial height are discouraged. Building forms should step to follow the slope of the site. A certain degree of varied massing and facade articulation is encouraged in the building design to create interesting streetscapes. Two-storey block-shaped buildings with no variation in massing will not be approved, nor will extremely free-form structures with no sense of unity. Dome structures are not acceptable.

2.2.2 ARTICULATION

The relationship of the various building elements (roofs, walls, wall openings) which make up the building form, should be carefully considered. The proportion and scale or these elements should be appropriate to the site and the neighbouring buildings along the street.

2.2.3 ROOF FORM

. Roof forms and ridge lines should be broken up; the use of asymmetrical repetitive roof forms, dormers and other architectural features is encouraged, as is a variety of roof heights. All of this is directed toward creating a softened scale to the building form and tostep the building height down toward the ground.

2.3 MATERIALS

2.3.1 A consistent use of a small number of materials chosen for their durability and natural quality is an important aspect of developments at River Run.

2.3.2 Building materials shall be consistent with the surrounding forested mountain character of the site. The finish materials should be chosen to emphasize the building's rural rather than an urban aesthetic.

2.3.3 Only three types of wall materials and two roofing materials are permitted, unless otherwise approved by the Administrator. See Sections 2.5 and Section 2.7.4 for detailed material guidelines.

2.3.4 Materials and colours must be complementary to those of adjoining properties.

2.3.5 Primary exterior materials include stone and wood (including shingles).

2.3.6 Chosen materials and building design should be compatible with "FireSmart" principles, to mitigate the spread of wildfire. Exterior cladding and roof materials must be low or non-combustible and should meet the Wildfire Guidelines for "Moderate Risk" areas in the RMOW OCP. The final plans will require a written report ("the FireSmart Report") certified by a professional (the "QP") having qualifications acceptable to the General Manager of Resort Experience at the RMOW.

2.4 EXTERIOR COLOUR SCHEMES

2.4.1 All colour schemes must be approved. A colour board and samples must be submitted for review before a colour scheme can be approved.

2.4.2 No more than three colour shades should be used on a building(not including the colour of the roofing material).

2.4.3 Proposed colour schemes should consist of muted natural tones, harmonize with the natural setting of Whistler and be complementaryto surrounding buildings. Acceptable siding colour applicationsinclude paint and solid or semi-transparent stains.

2.4.4 Rich colours may be used to highlight building features such as doors, exterior window casings and trim, fascia boards, soffits, shutters and railings. Neighbouring properties should be considered when using strong, deep colours as accents.

2.5 EXTERIOR WALL DESIGN AND FINISHES

2.5.1 Walls should convey a sense of human scale, and be of well-crafted construction.

2.5.2. Wall finishes as architectural concrete or stone are recommended where they meet the ground. This area of wall should be protectedfrom extreme weathering and staining resulting from snow accumulation.

2.5.3 Acceptable finish materials for the walls are stone, wood shingles, wood siding, composite wood and cement board siding. The width of the board and profile of wood or composite siding must beindicated for approval. The use of more contemporary wall materials such as copper siding, corten steel and other metal sidings may be acceptable, but must be integrated and consistent with the design of the rest of the building.

2.5.4 Vinyl siding is not an acceptable exterior finish material. Stucco may be acceptable if used in limited areas and in concert with the use of natural materials. Stucco as the predominant wall material isnot acceptable.

2.5.5 Walls should be heavily articulated with recesses, projections, balconies, bay windows, etc. Large areas of unbroken wall, that are highly visible, are not acceptable.

2.5.6 The exterior finishes should be continuous around the building or terminate at a logical juncture in the wall (i.e. at an inside, rather than an outside corner).

2.5.7 The use of exposed timbers as supporting or structural elements on buildings is encouraged.

2.5.8 Stone as a structural element (or stone veneer to suggest structural elements) should be used whenever possible, and should extend vertically to include the second storey where appropriate.

2.6 WALL OPENINGS AND APPENDAGES

Windows, doors, porches, decks and balconies form an important partof a buildings character and appearance. Windows, porches and building entries for pedestrians should be incorporated to avoid blank walls or building facades that are dominated by garages.

Buildings are to be located, oriented and designed to take advantage of opportunities for passive solar heating and natural ventilation. The locations of windows and doors should be carefullyconsidered to let in the winter sun but be protected from solar gain in summer. Deep overhangs and use of permanent sun shading devices are recommended. Location of openings is key to the concept of passive cooling to allow for natural airflow ventilation.

Openings must also be located so that they are protected from snow and rain. Openings must also be located to provide visualprivacy between neighbouring properties.

2.6.1 WINDOWS

2.6.1.1 Window locations, proportion and style must be carefully considered. Lower- level windows should be at least two feet above the ground dueto snow depth in winter.

2.6.1.2 Double hung, casement, tilt and turn or awning style windows are preferred. The use of bay or box windows is encouraged. Windows with very large expanses of uninterrupted glass can become a feature of the façade.

2.6.1.3 Window glazing may be clear, bronze, or grey/green solar tint. Stained, etched and frosted glass is allowed. Solid coloured glass and reflective or mirrored glazing is not permitted.

2.6.1.4 Window and door frames may be wood, vinyl or metal with a colour coating with the finish colour to be noted on drawings.

2.6.2 DOORS

2.6.2.1 Door openings should be protected from wind and accumulated or drifting snow. Protected entryways communicate a strong sense of shelter from the, often harsh, mountain climate. They are best locatedunder large roof overhangs or in combination with well-designed porches, which convey a sense of shelter. Roof over and/or adjacentto doors must not shed snow or rain onto people below.

2.6.2.2 Doors should be of solid core wood (painted or stained) or insulated metal with a painted or approved prefinished colour.

2.6.2.3 Garage doors must be used to enclose covered parking stalls.Overhead sectional garage doors should be wood or high-quality steel(colour to be approved). Metal garage doors will be permitted as long as they are consistent with a more contemporary home design. Designs, which incorporate windows and raised panels, are encouraged as they break up the large expanses of the door. The building face around the door should be well articulated (recessed door, columns or brackets etc.) to reduce its visual impact and connect it to the architectural character of the house.

2.6.3 APPENDAGES

2.6.3.1 Balconies should be recessed and/or have large overhanging roofs to protect them from snow build-up. Drainage from balconies should be designed to prevent unsightly staining of walls below. The visible underside of balconies should be painted or stained or finished in soffit material appropriate to the rest of the building.

2.6.3.2 Porches, covered patios, pergolas, trellises and sun shading devices should be an integral part of the building design and be designed as outdoor rooms. Their proportion and the scale of the columns, postsand guardrails should be appropriate to the building massing and should complement other features and details.

2.7 ROOF DESIGN

2.7.1 ARCHITECTURAL FORM

Roof form is a key element in establishing the building character. Roof lines and forms should be varied, while unified in composition,and designed to fit with site topography. The use of consistent roof forms and material is also an important element of the building design.In order to insure interesting from and reduction of visual scale and massing, roof should be comprised of primary and secondary roof planes.

2.7.2 ROOF DESIGN - SNOW MANAGEMENT

Snow management should be very seriously considered. Roofs mustbe designed carefully to manage snow shed, particularly in side setback areas. Entrances, pedestrian and vehicular access points must be fully protected from snow shed and ice accumulation. Snowshed onto open balcony areas should be avoided. Shedding snow must be deflected from pedestrian and vehicular areas by dormers, hipped and gabled roofs, angled roofs, canopies or other means. A roof design consisting of one roof, which drains onto a series of lower roofs (especially from a great height), is not acceptable. This type of roof composition can cause heavy snow accumulation and dangerousimpact loads. Manual removal of any significant build-up may be necessary and access to the roofs for thispurpose should be considered in the design.

2.7.3 ROOF SLOPE

2.7.3.1 Roofs must be designed to properly shed and/or retain snow. The function of devices such as snow retainers, snowsplitters or roof crickets, the effects of roof pitch and the friction factor of roofing materials should all be considered when designing a roof for snow shedding or retention. Snow retention devices should not be used tocorrect an inherent design flaw such as shedding onto access points,but can be used to reduce the severity of snow shedding on moderateslopes.

2.7.3.2 Mansard, gambrel, conical, circular or dome roofs are not permitted.

2.7.4 ROOF CONSTRUCTION

2.7.4.l Roof overhangs should be maximized to assist in creating the desired mountain architectural character and to protect wall planes and doorsand windows from rain and snow. Deep overhangs are strongly recommended.

2.7.4.2 ROOFING MATERIALS

2.7.5.1 The roof material should be chosen with durability in mind. Acceptable roofing materials are thick gauge metal roofs, composite wood shingles, and slate products and will be considered based on their ability to handle the freeze/thaw cycles in the Whistler area. Textured flat roof membranes are acceptable, but visual impact from neighbouring properties must be considered.

2.7.5.2 Acceptable roof colours are earth tones or other muted colours. Roof colours must be approved prior to construction. Highly reflective metal roofs are not acceptable.

2.8 ROOF DETAILS

2.8.1 The thoughtful placement and design of roof elements such as dormers, clerestories, skylights, chimneys, gable and eave details can contribute greatly to creating an interesting roofscape.

2.8.2 Dormers may have shed, gable or hip roofs with a slope that varies from the main roof. They can be located at the edge or within the fieldof the main roof. There should be adequate space between dormers(and other roof features) to avoid snow bridging.

2.8.3 Snow diverters or snow retainers (if used) should be an integral part ofthe roofscape, and should be painted to match the roofing material colours.

2.8.4 Rooftop mechanical equipment or access stairways must be installedwithin

the roof and not protrude above it. Antennas and satellite dishes are not permitted on the roof.

2.8.5 Chimneys and vents, which project through a sloped roof, must be durable and strong enough to handle the effects of snow build up and shedding. All projections from the roof must be fitted with substantial snowsplitters or roof crickets.

2.8.6 All flashing and roof stacks or vents must be in a prefinished colour or painted to match or complement the roof colour. Copper flashing is acceptable.

2.8.7 Eave overhangs should be designed to prevent water staining and to protect walls openings and entry areas from the elements. Dripstrips of drain rock should be laid on the ground below to handle run-off from the roof. Heat tracing should be considered along roof surfaces of overhanging eaves.

2.8.8 Deep, well detailed, fascia boards reflect the importance of the roof and are the preferred design aesthetic, unless fascia boards are narrowed or eliminated to expose roof rafters and their butt ends.

2.8.9 Valley flashing shall be backed up by a continuous membrane to protect against water damage during freeze/thaw cycles.

2.8.10 Wooden or concrete composite soffits should be suitably treated to compliment the house. Aluminum and vinyl soffits are not permitted.

2.9 Chimneys

2.9.1 Chimneys must blend and match the wood esthetics of the building.

2.9.2 Chimney/Fireplace exterior finish materials must be stone indigenousto the Whistler area, wood siding or shingles, or metal siding to matchthe building exterior finish, colour and texture. Exposed metal flues are not permitted.

2.9.3 Chimneys and chases on the roof should be located near the ridge to reduce their required height and to protect against snow damage.

2.9.4 All chimneys projecting out from an exterior wall, must be at least fivefeet wide at the base and may be reduced to a minimum of three feetwide above the eave line.

2.9.5 Chimneys must be compatible with“FireSmart” principles, to mitigate the spread of wildfire and must comply with all RMOW requirements including, without limitation, development permit area requirements, RMOW bylaws and covenants registered on title to the Lot.

2.10 DECKS, TERRACES AND EXTERIOR STAIRS

2.10.1 Decks and patios are encouraged to provide outdoor space, add visual interest and attenuate building mass. They are transitional elements which connect the building to its surrounding landscape. Care should be taken to make this connection as strong as possible. Durable natural building materials should be used in their construction. No decks, patios, terraces, stairs, or other structures may be placed within the riparian setback areas for Strata Lots 2-13.

2.10.2 Decks should be connected to the ground with massive supports suchas stone, substantial-sized logs or large wood posts.

2.10.3 Terraces and stairs should be constructed of stone, concrete or pressure treated wood ties (alone or in combination). Dark creosote-coated wood ties are not acceptable. Surfaces may be stone, brick pavers, or concrete (alone or in combination).

2.10.4 Exterior stairs over two feet high should be incorporated into the overall form of the building.

2.11 EXTERIOR EQUIPMENT, STORAGE AND GARBAGE

2.11.1 Houses or garages must provide ground level storage areas (withinthe building) for firewood, bicycles, skis, gardening equipment, etc. No accessory storage buildings or structures other than garages, andscreened storage areas approved by the Administrator are permitted and unscreened outdoor storage is not acceptable.

2.11.2 Trash, recycling and/or garbage containers must be stored withinthe building.

2.12 UTILITIES

2.12.1 The Developer shall provide underground municipal services to the lotline of each Lot. Connection to these services must be undergroundand are the responsibility of the Lot owner. Connection inspection orother fees are also the owner's responsibility. Natural gas and propane are prohibited by covenant.

2.12.2 A maximum of one satellite dish of maximum 24" diameter may be attached to the side of the home on a Lot. The dish must be sited to minimize visual impact subject to reasonable reception requirements. The proposed location of any future satellite dish should be indicated on the approval drawing.

2.12.3 Outdoor mechanical and electrical equipment, such a metering devices, transformers, heat pumps and air conditioning units shallbe

concealed from the view of adjacent lots. Wall mounted equipment shall be enclosed with material to match exterior wall material of the residence.

2.13 EXTERIOR LIGHTING ON THE BUILDING

2.13.1 Lighting on the building should be installed only when necessary to provide safety or convenience and not for display. It must be kept to the minimum number fixtures required and may not be high intensitylighting (100 watt bulb maximum). Floodlights are not permitted. Theuse of muted architectural lighting (e.g. soffit lighting) is acceptable.

2.13.2 Lighting should be diffused, shielded, directional and concealed from neighbouring lots and the street.

2.14 Energy Design and Step Code

2.14.1 All single-family and duplex buildings approved under the BC Building Code, 2018 or later, are required by covenant to meet the Energy Performance Standard set for Part 9 Buildings as the higher of Step 4 of the Step Code or one step higher than what is required by bylaw of the RMOW as of the date of the application for a building permit for the building.

2.14.2 At least one off-street parking space for every Part 9 Building must be capable of accommodating a Level 2 EV Charging outlet.

EXHIBIT B
DESIGN APPROVAL REQUIREMENTS

ARTICLE 1 - INTERPRETATION

1.1 Defined terms used in these Design Approval Requirements have the meanings ascribed to such terms in the Design Guidelines Agreement.

1.2 These Design Approval Requirements may be amended from time to time by the Administrator without notice to Owners.

1.3 If there are any conflicts or inconsistencies between the terms of these Design Approval Requirements and the Design Guidelines Agreement, the terms of the Design Guidelines Agreement will prevail.

ARTICLE 2 - FOUR STEP REVIEW AND CONSTRUCTION PROCESS

2.1 The following outlines the four steps in the design review and construction process:

(a) Step One – Pre-Design Meeting

(b) Step Two – Design Review

(c) Step Three – Construction Drawings Review

(d) Step Four – Final Site and Building Inspection

A design review fee of $3,000 shall be submitted to the Administrator in order to defray the cost of reviewing submittals and for site and building inspections. The fee shall be paid in two instalments. The first half of the fee shall be submitted at the Pre-Design Meeting and the second half shall be submitted at the Construction Drawings Review. All fees shall be paid to the Developer.

It should be noted that the "site and building inspections", as mentioned above, are solely for the purpose of compliance with the Administrator Guidelines. This process should in no way be perceived or confused with the inspections required by the Resort Municipality of Whistler for "Building Occupancy" or "Final Building" approval. It should also be noted that the process outlined in the steps above is solely for the purpose of compliance with the Administrator Guidelines and does not include the steps required for applying for and obtaining building permits.

Appeal Process: Applicants may appeal a decision made by the Administrator by submitting a written appeal to the Administrator within 30 days of the Administrator's decision. The appeal should address the issues outstanding from a philosophical and practical point of view. The Administrator will attempt to resolve any outstanding contentions through additional discussions or recommendations with the applicant's design team.

2.2 Step One: Pre-Design Meeting

(a) The purpose of this meeting is to discuss the River Run at Cheakamus Crossing Design Guidelines and the Owner's development objectives. It is recommended that the Owner's design team (architect, designer, engineer, etc.) attend this meeting and that the meeting be held prior to initiating any formal design work on the project.

(b) The Pre-Design Meeting will address the following:

(i) Property boundaries, including building and landscape envelopes; utilities and easements; site specific characteristics and design opportunities; architectural design, site planning and landscape design regulations; preliminary design concepts; design review and approval process, construction process and other relevant design considerations and regulations

(ii) First half of the design review fee due at the conclusion of the meeting

2.3 Step Two – Design Review

(a) The purpose of the Design Review is to address the design of the proposed site, building, and landscape Improvements. One set of drawings is to be submitted to the Administrator at least 15 business days prior to the desired date for an Administrator hearing.

(b) Upon receipt of the design, the Administrator will notify the Owner of the time, date and location of the review. Note - The Administrator will visit the site as part of the review.

(c) The design submission should include the following:

(i) Project overview and statement of design philosophy

(ii) Site/Strata Lotscape Plan, indicating:

A. Property lines, landscape and building envelopes

B. Existing and proposed topography

C. Building footprints, roof overhangs, and other built site Improvements

D. All proposed floor elevations, patios, decks and terraces

E. Driveways, parking areas, paving, recreation uses and surface materials

F. Site drainage and snow management, including all roof run-offs

G. Conceptual landscaping and re-vegetation plan

H. Location of any significant trees or sensitive geographical features

I. Additional construction zone activities that impact existing vegetation

(iii) Floor Plans, indicating:

A. All floors and floor areas, including auxiliary buildings

B. Finished floor elevations, including surrounding grades

C. Roof plan, roof pitches and elevations

(iv) Exterior Elevations, indicating

A. All major wall elevations, including auxiliary buildings

B. Finished floor elevations, average roof height, maximum roof height

C. All window and door openings, and their general style

D. Conceptual finish materials and general style

(d) The Design team shall attend the meeting to present the proposed project and address any questions the Administrator may have regarding it. The Administrator will notify the Owner of its recommendations. Applicants who receive plan approval may submit plans for Construction Drawing Review. If the Administrator rejects the preliminary design, the applicant may revise and resubmit the plans to the Administrator. If, after the third design submission, no approval is granted the applicant may appeal the decision. (See Appeal Process, above)

2.4 Step Three: Construction Drawings/Technical Review

(a) Construction drawings shall be submitted to the Administrator following design approval. A comprehensive set of construction drawings shall include, but are not limited to final grading plans, foundation plans, framing plans, floor plans, roof plans, elevations, all relevant specifications and material schedules, and the construction timeline.

(b) In addition to the items listed above, the applicant shall submit the second half of the design review fee to the Administrator.

(c) The purpose of the Construction Drawings Review is to ensure that all aspects of the final construction drawings are consistent with the plans approved by the Administrator at the design review and as a final technical review for compliance with these guidelines and other rules and regulations affecting construction within the neighbourhood

(d) Step Three requires no formal meeting with the Administrator. If the construction drawings are consistent with the approved final plans, the Administrator shall notify the Owner in writing within 15 business days. Construction drawings that deviate from approved final plans shall be rejected.

2.5 Step Four: Site and Building Inspections

(a) Three site inspections are required by the Administrator. The Owner's design team is responsible for scheduling inspections and receiving written recommendations and approvals from the Administrator.

(i) Pre-Construction Site Meeting: The purpose of this inspection is for Administrator to review with the Owner's design team and project supervisor the proposed site management plan. Areas of concern include material delivery and storage; on and off-site parking; temporary site offices and washrooms; signage; protection of existing vegetation and natural features; snow management during winter months; garbage storage and removal; fire and emergency access; and any other issue sensitive to the overall quality of the neighbourhood.

(ii) Construction Progress Site Meeting: The purpose of this inspection is, firstly, for Administrator to review the general adherence to the site management recommendations, particularly issues that affect neighbours and general roadside appearance; secondly, to inspect the general site conditions, earthwork grades and elevations, and overall protection of tree preservation areas; and finally, to confirm the built Improvements are consistent with the approved design and intended uses. This inspection should be scheduled at the end of the framing stage prior to exterior finishes.

(iii) Final Inspection: Final inspection is scheduled at the completion of all construction, landscaping, and site work. In order to receive final inspection approval, all aspects of

the proposed residence must be completed. Final inspection and approval from the Administrator shall be obtained prior to the applicant seeking a certificate of occupancy from the Resort Municipality of Whistler. The Administrator shall issue a certificate of compliance for all projects approved at final inspection.

(b) Notwithstanding the above, all Owners must allow site access to the Administrator or its representatives to inspect all work in progress at any time during construction, and when required, to give notice to the Owner of non-compliance.

EXHIBIT H
SKETCH PLAN OF CHEAKAMUS CROSSING

See Attached.

Madeley Pl
Legacy Way
Mt Fee Road
Cheakamus Crossing
Phase I
Cheakamus
River
Cloudburst Drive
Mt Fee Road Ext.
Cheakamus Crossing
Phase II
North
0
50m
150m
300m

Lot 1
Mt Fee Road Ext.
Lot 2
Lot 6
Future Development
Park /
Playground
Lot 5
Lot 3
23
22
21
20
19
18
17
16
15
14
1
2
3
4
5
6
7
8
9
10
11
12
13
Cheakamus
River
North
0 15m
50m
100m
200m

EXHIBIT I
ZONING BYLAW - RM-CD2 ZONE
(RESIDENTIAL MULTIPLE - COMPREHENSIVE DEVELOPMENT TWO)

67. RM-CD2 Zone (Residential Multiple - Comprehensive Development Two) (Bylaw 2298)

Intent

(1) The intent of the RM-CD2 zone is to permit the comprehensive development of an extension of the Cheakamus Crossing neighbourhood that provides a variety of residential uses and housing forms, complements the surrounding neighbourhood context and supports the housing needs of the Whistler resort community

Permitted Uses

(2) The permitted uses for each of the Areas shown in the Key Plan for this zone are:

Key Plan Area	Permitted Uses
All areas indicated on the Key Plan.	Park and playground, auxiliary uses and structures, auxiliary buildings in all Areas except that auxiliary buildings are not permitted in Area D3.
Area A	Apartments for employee housing.
Area B/C	Apartments for employee housing, townhouses for employee housing, daycare.
Area D1	Apartments for employee housing, daycare.
Area D2	Townhouses for employee housing.
Area D3	Detached dwellings, duplex dwellings, detached dwellings for employee housing, duplex dwellings for employee housing, auxiliary residential dwelling unit provided it is contained in a detached dwelling or detached dwelling for employee housing.
Area E	Townhouses for employee housing, duplex dwellings for employee housing, detached dwellings for employee housing, townhouses, duplex dwellings, detached dwellings, auxiliary residential dwelling unit provided it is contained in a detached dwelling.

(3) In this zone, apartments may contain townhouse dwelling units within the same building.

Density

(4) The total maximum gross floor area for all buildings in the RM-CD2 zone is 41,850 square metres.

(5) The total maximum gross floor area for all buildings within each of the Areas shown in the Key Plan for this zone is the lesser of the maximum gross floor area or the maximum floor space ratio specified for each Area:

Key Plan Area	**Maximum** **Gross Floor Area**	**Maximum** **Floor Space Ratio**
Area A	8,800 square metres	0.80
Area B/C	4,900 square metres	0.50 except for the purpose of calculating the floor space ratio any area located within a *Streamside Protection Enhancement Area* as defined under the BC *Riparian Areas Protection Regulation* is excluded from the total parcel area.
Area D1	6,150 square metres	0.60
Area D2	4,300 square metres	0.50
Area D3	5,250 square metres	0.3
Area E	12,450 square metres	0.17
Total All Areas	41,850 square metres	N/A

(6) The maximum number of dwelling units in Area D3 is 23

(7) The minimum parcel area for a detached dwelling is 500 square metres

(8) The minimum parcel area for a duplex dwelling is 695 square metres.

(9) The maximum gross floor area for a detached dwelling is 325 square metres or a floor space ratio of 0.35, whichever figure is lower.

(10) The maximum gross floor area for an auxiliary residential dwelling unit contained in a detached dwelling is 90 square metres.

(11) The maximum gross floor area for a duplex dwelling is 350 square metres or a floor space ratio of 0.4, whichever figure is lower.

(12) The maximum gross floor area for a dwelling unit in a duplex dwelling is 175 square metres

(13) The maximum gross floor area for an apartment dwelling unit in Area B/C is 100 square metres.

(14) The maximum gross floor area for a townhouse dwelling unit in Area B/C is 175 square metres.

(15) The maximum gross floor area for an apartment or a townhouse dwelling unit in Area D1 is 140 square metres.

(16) The maximum gross floor area for a townhouse dwelling unit in Area D2 is 175 square metres.

(17) The maximum gross floor area for a townhouse dwelling unit in Area E is 175 square metres.

(18) The maximum permitted floor area for auxiliary parking use contained in a principal building is:

Use	**Maximum enclosed parking area**
Detached dwellings	55 square metres per dwelling unit
Duplex dwellings	50 square metres per dwelling unit
Townhouses	40 square metres per dwelling unit

Building Height

(19) The maximum permitted height of a building for each Area shown in the Key Plan for this zone is the lesser of the maximum building height in metres and the maximum number of storeys in a building specified for each Area:

Key Plan Area	**Maximum Building Height**	**Maximum Number of Storeys**
Area A	13.7 metres	Four storeys where the fourth storey must be stepped with a total step back area that is no less than 20 percent of the total area within the outside of the outermost walls of the building at the ground floor.

Area B/C	10.7 metres	Three storeys.
Area D1	13.7 metres	Four storeys where the fourth storey must be stepped with a total step back area that is no less than 20 percent of the total area within the outside of the outermost walls of the building at the ground floor.
Area D2	10.7 metres	Three storeys.
Area D3	8.0 metres	Three storeys.
Area E	8.0 metres for detached and duplex dwellings and 10.7 metres for townhouses.	Three storeys.

(20) Underground parking levels for apartments and townhouses are not counted as a storey.

Site Coverage

(21) The maximum site coverage is 35 percent for detached dwellings, 35 percent for duplex dwellings and 20 percent for townhouses and apartments.

(22) Any underground parking building or structure that is wholly located below surrounding grade is excluded from the determination of the projected area of all buildings and structures on the site for the calculation of site coverage..

Minimum Frontages

(23) The minimum parcel frontage for townhouse development is 20 metres and for detached dwellings and duplex dwellings is 18 metres. If Area D3 is subdivided in accordance with the plan shown in Schedule 1 then the minimum frontage does not apply.

Setbacks and Siting

(24) The minimum setbacks for any building or structure located within each Area shown on the Key Plan for the zone are:

Key Plan Area	Minimum Setbacks
Area A	6.0 metres from any parcel line

Area B/C	7.6 metres front setback 12.0 metres rear setback 6.0 metres side setback
Area D1	7.6 metres front setback 9.0 metres rear setback 6.0 metres side setback
Area D2	7.6 metres front setback 7.6 metres rear setback 6.0 metres side setback except 7.6 metres side setback for property line between Area D2 and D3.
Area D3	6.0 metres front setback 6.0 metres rear setback 6.0 metres from the 30 metre riparian assessment area boundary shown on Schedule 1. 3.0 metres side setback
Area E	For detached dwellings and duplex dwellings the setbacks are 6.0 metres for front and rear and 3.0 metres for side. For townhouses the minimum setback is 6.0 metres from any parcel line.

(25) The minimum permitted separation between any buildings in the RM2-CD2 zone is six metres.

Parking and Loading

(26) Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Part 6 of this Bylaw.

(27) For apartments, all required parking spaces must be provided within an underground parking structure connected to the apartment building, and no surface parking shall be provided except for short term convenience parking, and the maximum number of stalls for this purpose shall be 10 percent of the total number of dwelling units on the site.

Other Regulations

(28) Except for the Permitted Uses specified in (3) for each Key Plan Area, all regulations in this zone that reference detached dwellings, duplex dwellings, townhouses and apartments apply equally to detached dwellings for employee housing, duplex dwellings for employee housing, townhouses for employee housing and apartments for employee housing.

(29) Land within the RM-CD2 zone shall not be initially subdivided except in accordance with the Key Plan for this zone, subject to such minor adjustments in parcel boundaries as the approving officer may consider appropriate. No further subdivision of any Key Plan Area is permitted unless the Density regulations for that Area are made applicable to the individual parcels created, either by means of amendment of this Bylaw or by means of a covenant registered under s.219 of the Land Title Act, such that the Density limits set out in Sections (4) and (5) cannot be exceeded for each Area.

(30) The maximum size of any apartment building in Area B/C or D1 is 3,500 square metres of gross floor area.

(31) A landscape buffer shall be provided and maintained for Area D1 located between the Area boundary with Mount Fee Road and any building, within which at least 50 percent of the area is retained or naturalized forest landscape.

(32) A landscape buffer shall be provided and maintained in the Area D2 side setback that is adjacent to Area D3 that is landscaped with a variety of conifers and deciduous trees reflective of the naturalized forest landscape.

(33) Naturalized landscaping shall be provided and maintained within the front setback for Parcels B/C and D2 equal to a minimum of 30 percent of the setback area.

(34) Any references to an Area in this zone relate to the Area as identified in the Key Plan for this zone.

(35) Key Plan for the RM-CD2 Zone:

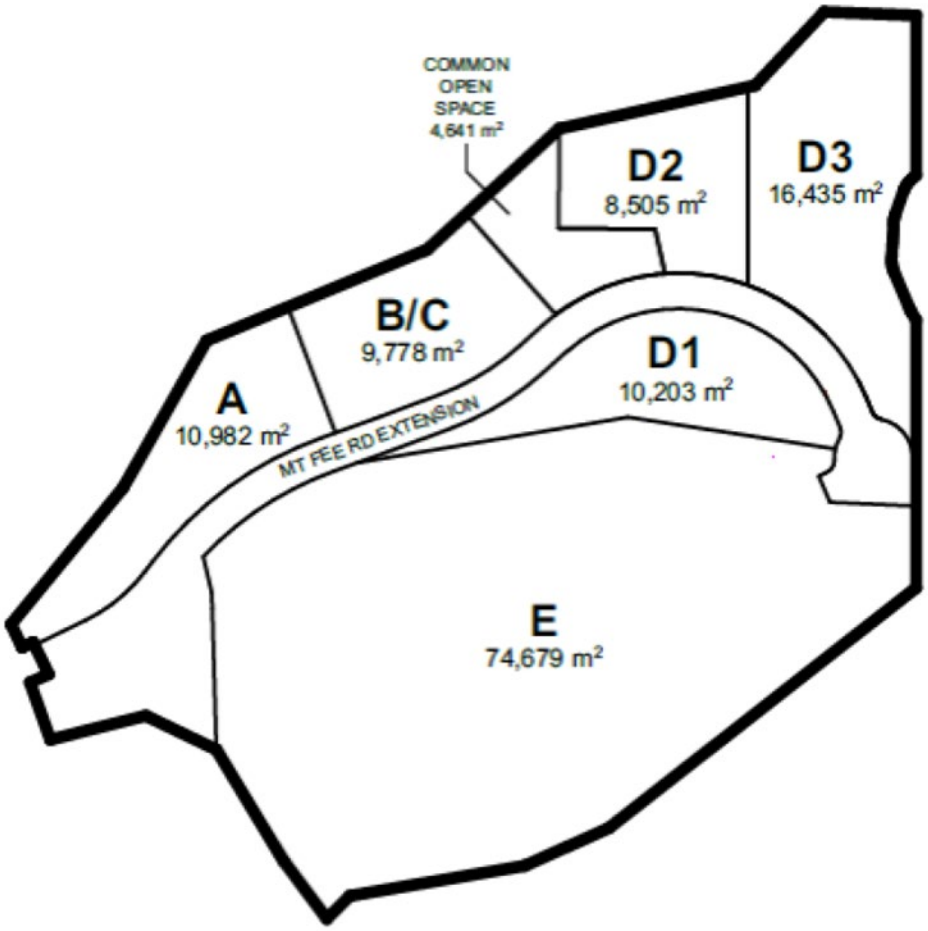
COMMON
OPEN
SPACE
4,641 m²
D2
8,505 m²
D3
16,435 m²
B/C
9,778 m²
D1
10,203 m²
A
10,982 m²
MT PEE RD EXTENSION
E
74,679 m²

EXHIBIT J
CONSERVATION COVENANT (CA9354645)

See Attached.

Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
SEP 13 2021 15:11:46.008
CA9354645

1. Application

Alison Thornhill
Terra Law Corporation
Suite 2800 - 650 West Georgia Street
Vancouver BC V6B 4N7
6046288966

File #504110
Section 219 Covenant - Environmental Protection and Monitoring - Lots 1 - 5

2. Description of Land

PID/Plan Number	Legal Description
EPP111931	**LOT 1 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 2 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 3 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 4 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 5 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

RESORT MUNICIPALITY OF WHISTLER

6. Transferee(s)

RESORT MUNICIPALITY OF WHISTLER,
4325 BLACKCOMB WAY
WHISTLER BC V0N 1B4

7. Additional or Modified Terms

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Land Title Act
Charge
General Instrument – Part 1

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.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
_____ **Pauline Lysaght** **Commissioner for Taking Affidavits for British Columbia** 4325 Blackcomb Way Whistler BC V8E 0X5	YYYY-MM-DD **2021-09-07**	**RESORT MUNICIPALITY OF WHISTLER** By their Authorized Signatory _____ **Print Name: Jack Crompton, Mayor** _____ **Print Name: Ted Battiston, Deputy Corporate Officer**

Officer Certification

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

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Russell Gregg Benson AMI5PL

Digitally signed by Russell Gregg Benson AMI5PL
Date: 2021-09-13 12:29:44 -07:00

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TERMS OF INSTRUMENT - PART 2
SECTION 219 COVENANT and SECTION 218 STATUTORY RIGHT OF WAY
Conservation and Monitoring – Lots 1 - 5

This AGREEMENT dated for reference the 7 day of September 2021 is

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER,
4325 Blackcomb Way, Whistler, B.C. V8E 0X5

(the "**Owner**")

AND:

RESORT MUNICIPALITY OF WHISTLER,
4325 Blackcomb Way, Whistler, B.C. V8E 0X5

(the "**Municipality**")

WITNESSES THAT:

A. The Owner is the registered owner of the land located in Whistler, British Columbia and legally described as:

PID: NO PID
Lot 1
District Lot 8073
Group 1, New Westminster District
Plan EPP111931
("**Lot 1**")

PID: NO PID
Lot 2
District Lot 8073
Group 1, New Westminster District
Plan EPP111931

PID: NO PID
Lot 3
District Lot 8073
Group 1, New Westminster District
Plan EPP111931

PID: NO PID
Lot 4
District Lot 8073
Group 1, New Westminster District
Plan EPP111931

PID: NO PID
Lot 5
District Lot 8073
Group 1, New Westminster District
Plan EPP111931

(collectively, the "**Land**");

B. Section 219 of the *Land Title Act* (British Columbia) permits the registration of a covenant of a negative or positive nature in favour of a municipality and including provisions respecting the use of land, the manner in which land may or may not be built on, and the preservation of amenities on land; and

C. The Owner wishes to grant to the Municipality a covenant under section 219 and a statutory right of way under section 218, in each case of the *Land Title Act* (British Columbia) with respect to the Land, and the statutory right of way granted in this agreement is necessary for the operation and maintenance of the Municipality's undertaking.

IN CONSIDERATION of $10.00 paid by the Municipality to the Owner, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Owner, and in consideration of the promises exchanged below, the Owner covenants and agrees with the Municipality as follows pursuant to sections 218 and 219 of the *Land Title Act* (British Columbia):

Definitions

1. In this Agreement:

   (a) **"Baseline Condition"** means the state of the Land described in the Site Investigation Report;

   (b) **"Environmental Management Plan"** means a plan prepared by a qualified environmental professional, in a form satisfactory to the Municipality, to ensure development of the Land proceeds in a manner consistent with the intent of this covenant;

   (c) **"General Manager"** means the Municipality's General Manager of Resort Experience, and includes any person acting in his or her capacity or at his or her direction;

   (d) "**Hazardous Tree**" means a tree, shrub, scrub, underbrush or other plant material which a person having qualifications and experience acceptable to the General Manger has certified is: diseased, dead or dying; likely to cause damage to nearby property; or, likely

to significantly increase the risk that a wildfire in the area will damage nearby buildings or property; and

(e) **"Sensitive Areas"** means all of the land within the areas labelled "Wetland SPEA" and "Cheakamus Riparian Assessment Area" on the plan attached hereto as Schedule A, and includes any soil, groundwater, stream, trees or other vegetation on or in that land;

(f) **"Site Investigation Report"** means the Site Investigation Report, prepared by Cascade Environmental Resource Group, September 1 2020, a copy of which is attached as Schedule B.

Intent of Agreement

2. The parties each agree that the intent of this Agreement is:

(a) to protect, preserve, conserve, maintain, enhance or restore the Sensitive Areas, in a natural state and consistent with the Baseline Condition; and

(b) to prevent any occupation or use of the Sensitive Areas, or the Land, that will impair or interfere with the natural state of the Sensitive Areas;

and the parties hereto agree that this Agreement is to be interpreted, performed and applied accordingly.

3. This Agreement shall be perpetual to reflect the public interest in the protection, preservation, conservation, maintenance and enhancement of the Sensitive Areas for ecological and environmental reasons.

Use and Development

4. The Owner shall not use the Land or any part of the Land, or construct or place any building or structure on the Land, except in accordance with this Agreement.

Preservation and Protection of Sensitive Areas

5. Except as expressly permitted in this Agreement, the Owner shall not, on any part of the Land, do anything, omit to do anything, allow anything to be done, or allow the omission of anything, that does or could reasonably be expected to destroy, impair, diminish, negatively affect or alter the Sensitive Areas from the Baseline Condition, and without limitation the Owner shall not cause or allow:

(a) the construction, building, affixing or placement in the Sensitive Areas any buildings, structures, fixtures, habitation sites or improvements of any kind;

(b) the discharge of any silts, leachates, fill or other deleterious substance on or into the Sensitive Areas;

(c) the erosion of land or loss of soil in the Sensitive Areas;

(d) the alteration or interference with the hydrology of the Sensitive Areas, including by the diversion of natural drainage or flow of water in, on or through the Sensitive Areas;

(e) the application or introduction of pesticides in the Sensitive Areas, including but not limited to herbicides, insecticides or fungicides except in accordance with the Municipality's Pesticide Use Bylaw, No. 1882 (2007);

(f) the removal, defoliation or tampering with any indigenous flora in the Sensitive Areas;

(g) the storage or deposit of soil or any rubbish or other material in the Sensitive Areas.

6. Despite section 5:

(a) the Owner may seek the written approval of the General Manager to carry out any of the prohibited activities set out in section 5 upon providing the General Manager a written report prepared by a qualified environmental professional with relevant experience and expertise, and in giving any such approval, which is in the sole discretion of the General manager, the General Manager may attach any conditions the General Manager reasonably determines as necessary to minimize any potential negative impact of the proposed activity on the Sensitive Areas; and

(b) the Owner may seek the written approval of the General Manager to cut and remove Hazardous Trees from the Sensitive Areas, and in giving any such approval, which is in the sole discretion of the General Manager, the General Manager may attach any conditions the General Manager reasonably determines as necessary to minimize the impact to the Sensitive Area, including without limitation conditions respecting the qualifications of the person who may cut or otherwise clear or remove the Hazardous Trees, and that the Owner provide security to the Municipality to ensure the work is carried out only in strict accordance with the approval given; and

7. The Owner may seek the written approval of the General Manager to implement a program of regular tree and underbrush thinning and removal for the purposes of wildfire prevention in accordance with a written report prepared by a qualified environmental or wildfire professional with relevant experience and expertise, and in giving any such approval, which is in the sole discretion of the General manager, the General Manager may attach any conditions the General Manager reasonably determines as necessary to minimize any potential negative impact of the proposed activity. For greater certainty, upon approval of the General Manager of any such program, and the imposition of any conditions thereto by the General Manager, the Owner may continue such program for such period of time as is approved by the General Manager without further approval during such period.

Baseline Documentation Report

8. The Parties agree that the Sensitive Areas, the location of the current land uses and the amenities are described in the Site Investigation Report

9. The Parties agree that the Site Investigation Report is intended to serve as an objective information baseline for monitoring compliance with the terms of this Agreement and the Parties

each agree that the Report provides an accurate description of the parcel and Sensitive Areas as of the date of this Agreement.

Revision of Sensitive Area Boundaries

10. If a suitably qualified professional, following an assessment carried out in accordance with the *Riparian Areas Protection Regulation* (BC Reg 178/2019) as the same may be amended or supplemented from time to time, or any replacement for such regulation, certifies that the boundaries of the Sensitive Areas may be altered without affecting the natural features, functions or conditions in the Sensitive Areas that support the life processes of protected fish, then the Owner may deliver a written request to the General Manager to alter the boundaries of the Sensitive Areas, together with a modification of this Agreement, in registrable form, to include a plan showing the altered boundaries of the Sensitive Areas to give effect to the proposed alteration (the "**Modification**").

11. The General Manager will consider and respond to a request delivered under section 5 within three weeks and if the General Manager, in his or her sole discretion, approves the request, the General Manager will return to the Owner a copy of the Modification executed by the Municipality, for registration at the Owner's sole cost.

Environmental Management Plans

12. Before commencing construction or site work on any portion of the Land other than Lot 1, the Owner shall deliver to the General Manager an Environmental Management Plan for the Lot or Lots on which the Owner proposes construction or site work, and thereafter the Owner shall comply with all of the recommendations in the plan.

Monitoring

13. At all times during any land clearing, construction or other development activity on the Land, and at least annually thereafter, the Owner shall, at its sole expense, cause a suitably qualified environmental professional to monitor storm water discharge on and from the Lands, to ensure that ongoing site conditions and activities on the Lands are not negatively affecting the Sensitive Areas compared to the Monitoring Report. If that person determines storm water or other site activities are negatively affecting receiving water quality or lands in the Sensitive Areas or the Cheakamus River, the Owner must cause that person to make recommendations to remedy those negative effects, and the Owner must immediately implement the recommendations to ensure any storm water from the Lands meets all applicable provincial guidelines, and activities on the Land do not negatively affect the Sensitive Areas.

Statutory Right of Way

14. Pursuant to Section 218 of the *Land Title Act*, the Owner grants to the Municipality the the full, free and uninterrupted right, license, liberty, privilege, easement and right of way over the Land, in common with the Owner:

    (a) to enter upon and inspect the Sensitive Areas;

(b) on default of the Owner to implement the recommendations of the qualified professional under section 13, to take such steps as the General Manager in his or her sole discretion considers necessary to protect, preserve, conserve, maintain, enhance, rehabilitate or restore the Sensitive Areas to as near the Baseline Condition described in the Report as is practicable;

(c) to do all acts which in the opinion of the Municipality are necessary and incidental to the inspection of the Sensitive Areas and to cure the Owner's default to protect the Sensitive Areas.

General

15. ***Owner Protection of Municipality*** – As between the Owner and the Municipality, the Owner confirms to and agrees with the Municipality that the Owner shall be solely responsible for all costs of complying with and performing the obligations of the Owner under this Agreement and the Owner herby releases, and shall indemnify and save harmless, the Municipality and its elected and appointed officials, officers and employees from and against any and all actions, causes of action, liabilities, demands, losses, damages, expenses (including legal fees and disbursements), fines and penalties suffered or incurred by the Municipality or any of its elected and appointed officials, officers, employees contractors and agents in any way arising or resulting from, or related to, the existence of this agreement, the restrictions contained in this Agreement or any breach by the Owner of any obligations under this Agreement except to the extent caused by the fault, negligence or breach of the Municipality.

16. ***Owner's Cost*** – If the Municipality incurs costs in curing a default of the Owner the Owner shall pay the Municipality's costs within 14 days of receipt of the Municipality's invoice.

17. ***Specific Relief*** – Because of the public interest in ensuring that all of the matters described in this Agreement are complied with, the public interest strongly favors the award of a prohibitory of mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the Municipality, in the event of an actual breach of this Agreement.

18. ***No Effect on Powers*** – This Agreement does not:

(a) affect or limit the discretion, rights, duties 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 enactment relating to the use or subdivision of the Land; or

(c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

19. ***Runs With the Land*** – This Agreement burdens and runs with, and binds the successors in title to, the Land and each and every part into which the Land may be subdivided by any means (including by deposit of a plan of any kind under the *Strata Property Act*).

20. ***No Public Law Duty*** – Where the Municipality or any representative of the Municipality, including the General Manager, is required or permitted by this Agreement to form an opinion, exercise a

discretion, express satisfaction, make a determination or give its consent, the Municipality or its representative is under no public law duty of fairness or natural justice in that regard and the Municipality or its representative may do any of those things in the same manner as if it were a private party and not a public body or a representative thereof.

21. ***No Obligation to Enforce*** – The rights given the Municipality under this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind of the Municipality to any one, or obliges the Municipality to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

22. ***Waiver*** – An alleged waiver of any breach of this Agreement 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 Agreement does not operate as a waiver of any other breach or continuing breach of this Agreement.

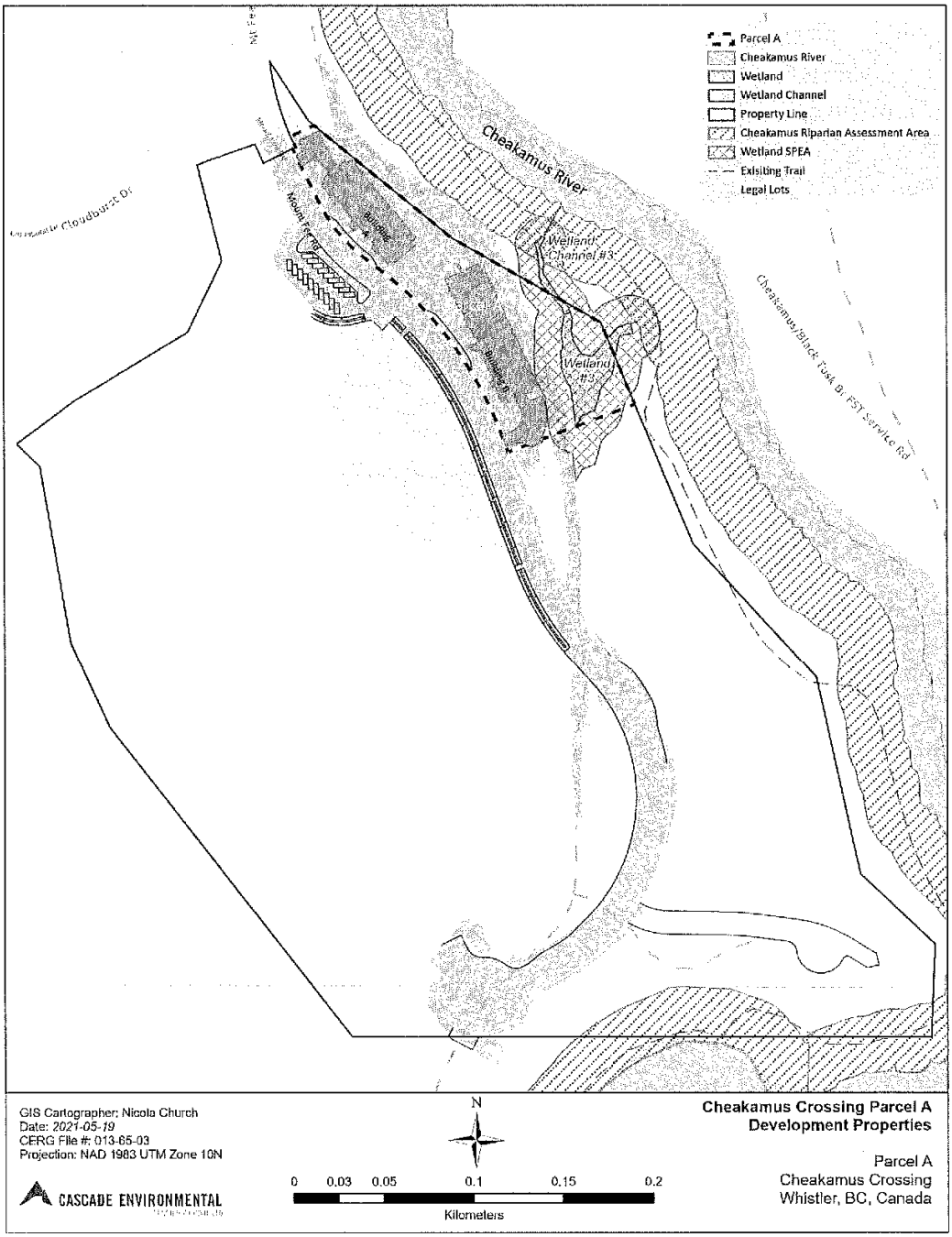
23. ***Priority*** – The Owner will, at its expense, do or cause to be done all acts necessary to register this Agreement in the land title office against title to the Land with priority over all financial charges, liens and encumbrances registration, or pending registration at the time of application for registration of this Agreement against the title to the Land.

24. ***Notice*** – Any notice to be given pursuant to this Agreement must be in writing and delivered personally or sent by registered mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Agreement and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office. If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it will be considered given five (5) days after mailing. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Agreement must do so by delivery as provided in this section. A party may change its address for the purposes of this section by giving notice in accordance with this section.

25. ***Enurement*** – This Agreement and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assign, as the case may be.

As evidence of their agreement to be bound by this Agreement, the parties each have executed the *Land Title Act* (British Columbia) Form C attached to and forming part of this Agreement.

SCHEDULE A



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SCHEDULE B

CASCADE ENVIRONMENTAL
RESOURCE GROUP LTD

Site Investigation Report

DATE: September 1, 2020
TO: Duane Jackson, Whistler Development Corp
CC: Carson Hamm, WDC
Mike Kirkegaard, RMOW
FROM: Dave Williamson, Principal, QEP
RE: Cheakamus Crossing, Phase 2, Parcel A, Whistler, BC
FILE #: 013-65-03

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WWW.CERG.CA
WHISTLER: UNIT 3 - 1005 ALPHA LAKE ROAD WHISTLER BC CANADA V8E 0H5 TEL 604.938.1949
SQUAMISH: UNIT 205 - 39480 QUEENS WAY SQUAMISH BC CANADA V8B 0Z5 TEL 604.815.0901

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CASCADE ENVIRONMENTAL
RESOURCE GROUP LTD

1 Introduction

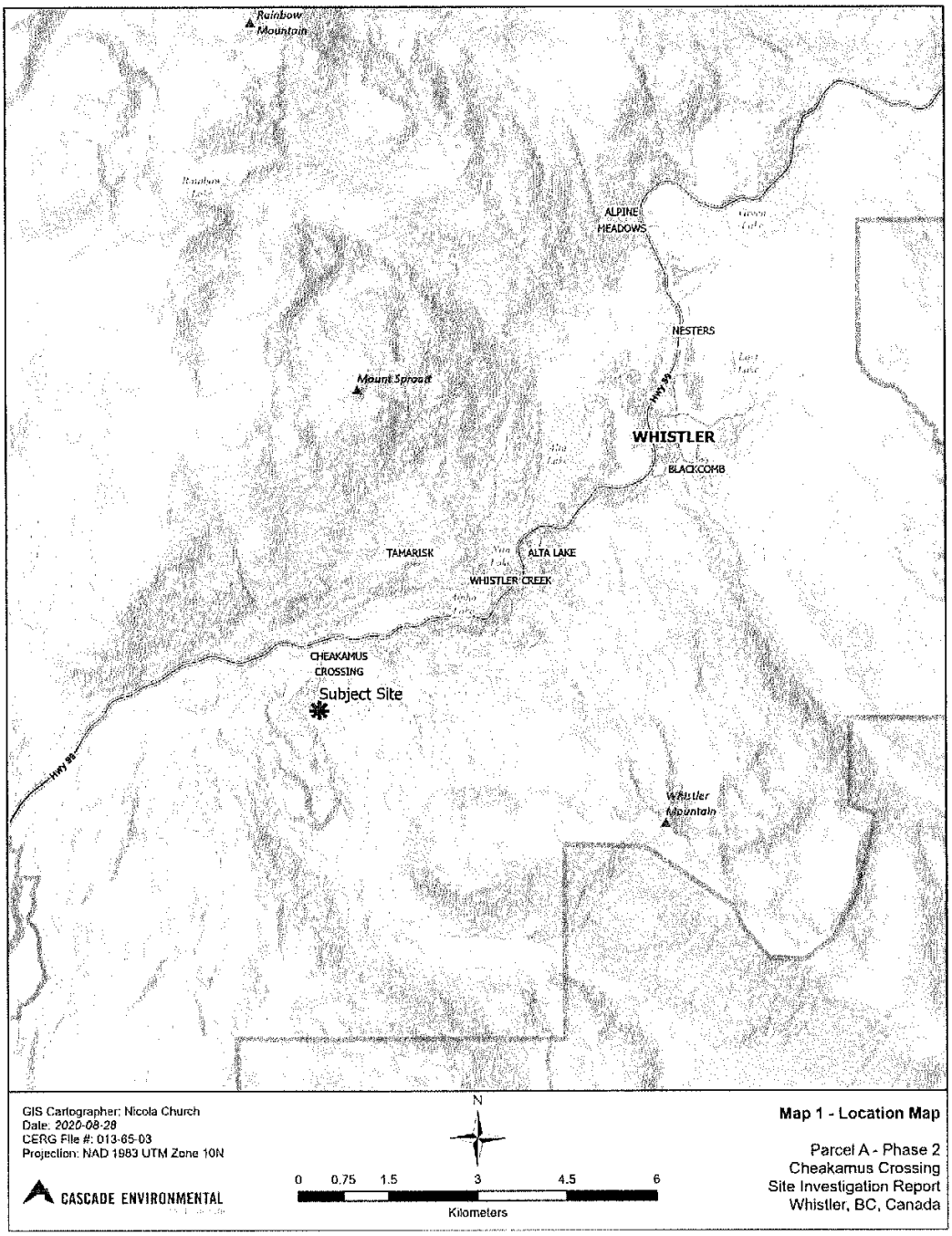
According to the Resort Municipality of Whistler (RMOW) Official Community Plan (OCP) the property described as Parcel A, Phase 2, Cheakamus Crossing, Whistler, BC, is designated a development permit area for the protection of riparian ecosystems and protection of sensitive ecosystems. In compliance with the Land Use Procedures and Fees Bylaw No. 2205, 2020, this Site Investigation Report is provided by Dave Williamson, B.E.S., A.Sc.T. (#24935), acting as the Qualified Environmental Professional (QEP) of record for the project.

In 2006, the subject site was subjected to the federal Canadian Environmental Assessment Act (CEAA) Screening review process and at that time it was determined that the site was suitable for development with no significant adverse environmental impacts identified. This report is prepared specific to the Phase 2 lands and in particular to the proposed development of Parcel A.

2 Project Description

Parcel A is located at the newly created 1340 and 1360 Mount Fee Road in Whistler. The property is legally described as a Portion of Block A, Legal Plan EPP277, DL 8073 N.W.D. The current zoning is UR-1. The proposed building will have 100 apartment units with a gross floor area of 90,497.8 ft² (8407.5 m²). The use will be Whistler Housing Authority resident rental housing.

Map 1 of this report shows the location of the subject property in the context of the Resort Municipality of Whistler (RMOW). A survey of the boundaries of the parcel of land and existing environmental conditions is provided in Map 2 and Map 3 provides an inventory of environmental constraints and a composite of the following ecosystems as described in the Official Community Plan and surveyed on site: wetlands, riparian, vegetation and structural stage overlain on an orthophoto.



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3 Existing Conditions

3.1 Climate

The study area lies within the Eastern Pacific Ranges Ecosection within the Coast Mountains Ecoprovince in southern British Columbia (Demarchi, 1996). This Ecosection is comprised of a rugged inland area that has a transitional climate, falling between the rain shadowed Southern Interior Ecoprovince to the east, and the high rainfall associated with the Southern Pacific Ranges Ecosection to the west (Demarchi, 1996). The climate is principally influenced by frontal systems moving in from the Pacific Ocean and over the Coast Mountains to the Interior (Green and Klinka 1994). This transitional climate is characteristically moist and cool in the winter. The climate is also associated with heavy snowfall at higher elevations (Campbell et al., 1990; Green and Klinka, 1994). Summers are relatively cool, although hot dry spells are frequent. Mean annual precipitation for the Whistler Valley is 1228 mm of rainfall, and 419 cm of snowfall (1981 to 2010 Climate Normals, Environment Canada, 2020).

3.2 Geology

The Phase 2 area is located within the Coast Plutonic Complex of the Cenozoic-Mesozoic eras. The bedrock geology on the site is Pliocene to Holocene epoch basaltic volcanic rocks of the Garibaldi Group with areas of Late Jurassic period quartz dioritic intrusive rock (Ministry of Energy and Mines, 2005). Resting on this granitic bedrock are surficial deposits that are glacial and colluvial in origin. More recent lava flow deposits of columnar basalts overlaying tills occur along the southern extents of the site.

The Alta Lake area was covered by glacial ice several thousand meters thick during the Pleistocene Epoch (Luttmerding, 1971). As the glaciers moved over the area, the material covering the bedrock was scraped off, leaving areas of rocky outcrops or areas with a thin soil veneer. As such, the ISA is controlled by rocky outcroppings. Because of the dominance of bedrock, the topography is variable, consisting of slightly to moderately steep terrain with bedrock knolls, benches and gullies.

3.3 Soils

The bedrock found within the site is quartz dioritic intrusive rocks which are relatively resistant to weathering. Resting on this granitic bedrock are surficial deposits that are glacial and colluvial in origin. The surficial character of the site is generally controlled by commonly observed rock outcroppings (Trow, 2005). Where glacial till deposits are absent and due to the bedrock's relative resistance to weathering, thin soils overlay bedrock.

The soils found within Coastal Mountain and Islands physiographic region are Ferro-Humic Podzols (Valentine et al, 1978). Due to the climatic conditions of the area and the intrusive bedrock material, the soils in the area are well drained, course textured and acidic. Ferro-Humic Podzols are characterized by the prominent grey (Ae) layer of eluviation beneath the organic surface layer and overlaying a reddish brown iron rich B horizon.

According to the *Soils of Alta Lake* (Luttmerding, 1971) and verified by field investigations, the soils in the area are mix of Lithic Orthic Humo-Ferric Podzols and Orthic Humo-Ferric Podzol. Lithic Orthic Humo-Ferric Podzols soils are shallow, well drained with a thin layer of forest litter, and a stony, gravely colluvium or glacial till over bedrock. These soils are typically found on strongly

sloping and moderately rolling topography. The Orthic Humo-Ferric Podzols are deeper and consists of a layer of organic litter material, followed by stony colluvium or glacial till over bedrock. Lithic Folisol soils occur in areas where bedrock is within 10 cm of the mineral soil surface and is most commonly found at the top or upper slopes of knoll and ridges. These soils primarily consist of shallow organic material over bedrock. Organic soils are typically found in the wetland areas and areas of the site with poor drainage including at the base of talus slopes, catchment areas and depressions.

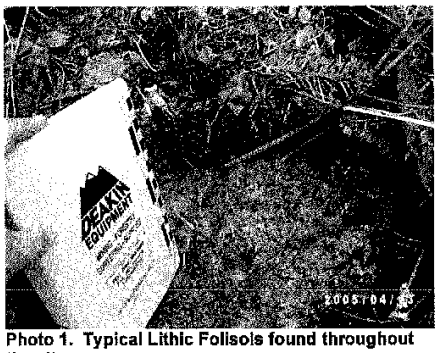


Photo 1. Typical Lithic Folisols found throughout the site.

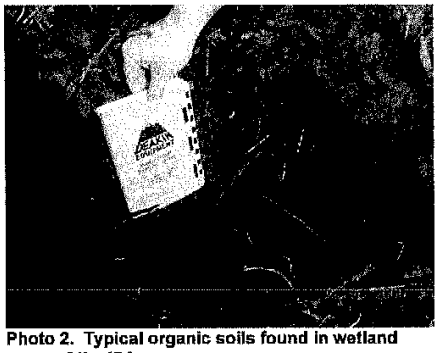


Photo 2. Typical organic soils found in wetland areas of the ISA.

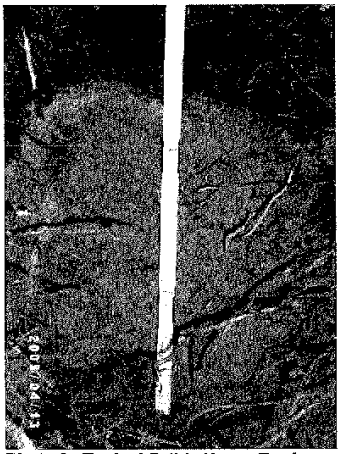


Photo 3. Typical Orthic Humo-Ferric Podzols found throughout the ISA.

3.4 Water Environment

3.4.1 Hydrogeology and Groundwater

The Water, Air and Climate Change Branch of the BC Ministry of Environment (BC MOE) have identified, mapped and categorized aquifers in BC using data from the provincial water well database. No aquifers are identified within the boundaries of the Phase 2 lands.

Trow determined that groundwater in Cheakamus Crossing should be at or near the surface throughout the site (with the exception of the landfill area) due to the predominance of bedrock outcroppings (Trow, 2005).

3.4.2 Groundwater Quality and Quantity

Pacific Hydrology Consultants (2002) conducted a ground water source evaluation in Whistler. They concluded that the chemical groundwater in the Whistler area is generally good, with low to moderate mineralization. They indicated the main issues for groundwater in Whistler are:

- Possible presence of highly mineralized groundwater.
- Locally high levels of aesthetic parameters (iron and manganese) that may require treatment to prevent staining (i.e. laundry) and other nuisance effects.
- Need for long term protection of the groundwater source wells and aquifers to ensure that water quality is maintained over the long term.

Morrow Environmental noted in the Preliminary Environmental Overview Report that "Groundwater flow is inferred to be primarily to the north in the vicinity of the landfill" (Morrow, 2005). This inference is based primarily upon historical (pre-land filling aerial photographs) and existing terrain features (CH2M Hill, 2006a). CH2MHill's Landfill Closure Plan and related studies confirmed this inference.

3.4.3 Surface Hydrogeology

The hydrology of the Phase 2 lands was initially described by Cascade Environmental (2005) and updated for this report based on site-specific ground investigations. The Phase 2 lands contain a number of watercourses including:

- a small ephemeral watercourse (Seepage #2) to the north, which flows into Wetland #2,
- a wet receiving area Receiving Area #1 to the south; previously referred to as Wetland #1 in Cascade (2006),
- an unconfined ephemeral drainage along the ditchline of the Black Tusk FSR, Seepage #1 which hydraulically connects Receiving Area #1 to Wetland #3, as per Map 2.

The area was subjected to timber harvesting at some point in the last 50-80 years and skid roads and yarding landings may have affected drainage patterns to the point where Wetland #2 and Receiving Area #1 are probably anthropogenic features. While Wetland #2 is not subjected to the Riparian Area Protection Regulation (RAPR), it is subject to the *Water Sustainability Act* and provides water to the compensation wetland pond in Cheakamus Crossing via subsurface flow. Receiving Area #1 is an old landing and because it is located in a depression, waters from the basalt cliffs above accumulate in the depression before draining into Seepage #1 and entering Wetland #3.

3.4.3.1 Receiving Area #1

Receiving Area #1 is located in the southern end of the site. It is a small shallow (<15 cm deep) wetted area surrounded mostly by wooded vegetation. At the time of site visit there was a small flowing outlet drainage at the southern end of the wetland. The ephemeral drainage flowed north

east for approximately 75 m before crossing the hiking trail (a connector trail to the Ridge Trail) that runs beside the wetland. After crossing the trail the drainage disappears subsurface. Based on the topography of the area and the presence of pools of water, it appears that this wetland drainage flows subsurface for several hundred meters and then pools in depressions along the road side ditch (Seepage #1) of the Black Tusk FSR. Due to the fact that Receiving Area #1 and Seepage #1 is not connected by surface flow to fish bearing waters it is not protected under the *RAPR* or the *Federal Fisheries Act*.

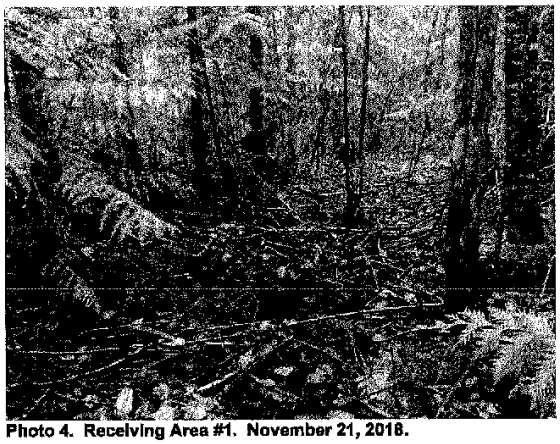
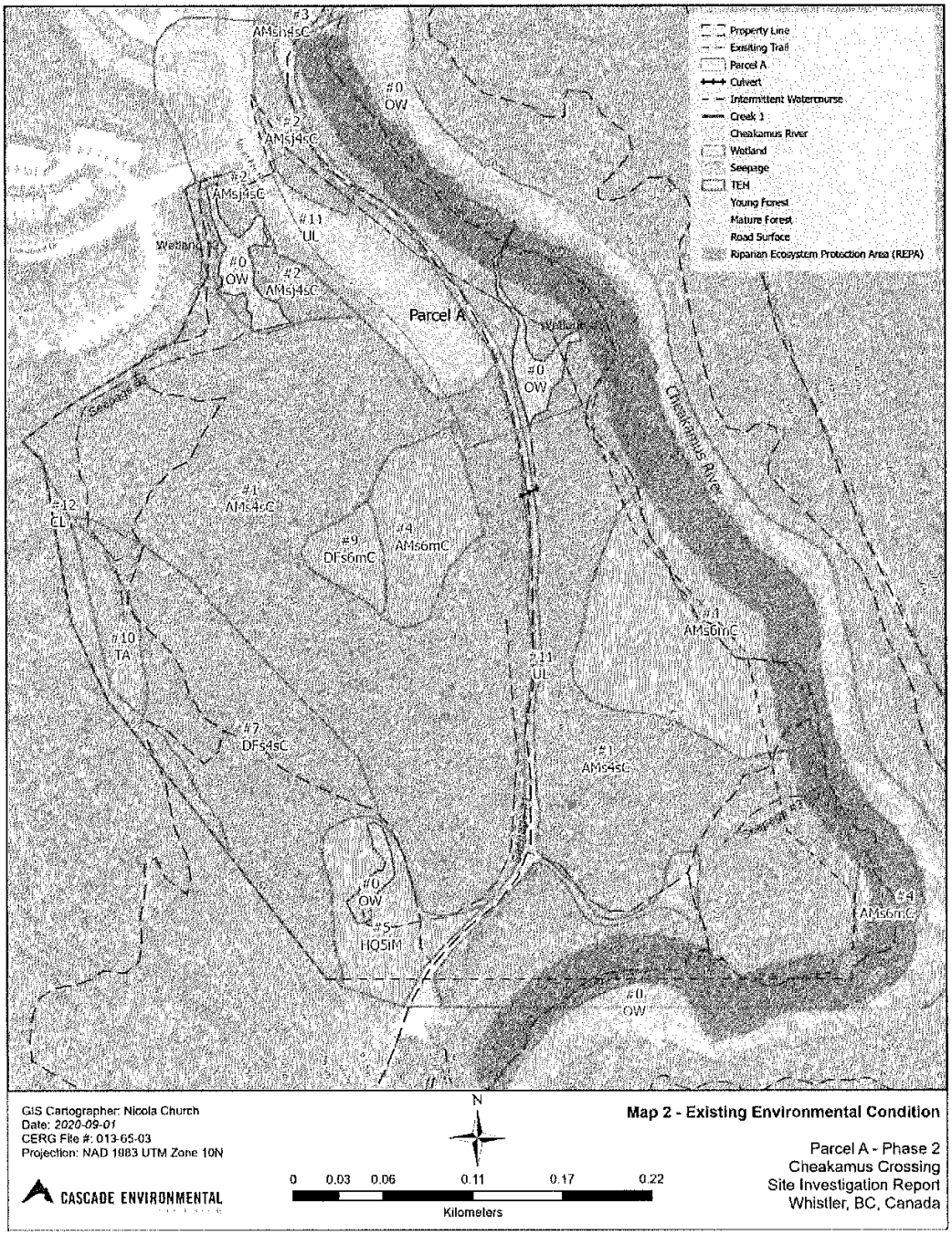


Photo 4. Receiving Area #1. November 21, 2018.

Photo 5. Seepage #1. November 21, 2018.



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3.4.3.2 Wetland #2

Wetland #2 is located in the north end of the site, south of Cheakamus Crossing. The wetland is well defined surrounded by sedges and grasses. There is a small ephemeral outlet drainage that flows from the south end of the wetland through a culvert under Cloudburst Drive. During the site visit it was also noted that a draw to the southwest (Seepage #2) is also contributing water to this small pond wetland. This seepage has similar characteristics to that of the outlet draining the wetland:

- Subsurface flows for the majority of the draw;
- Evidence of surface flow in steep sections (gradients > 20%); and
- The formation of temporary surface water pools in flat sections (gradients < 2%).

There is no possibility of fish migration in this wetland drainage due to the subsurface flows throughout the drainage system. The wetland is not protected under the *RAPR* or the *Federal Fisheries Act* since it is not connected by surface flow to fish bearing waters and it does not contain fish. Note however, that the wetland is potential habitat for amphibians and it is recommended that it be protected with a buffer where possible.

Photo 6. View of Wetland #2. November 19, 2018.

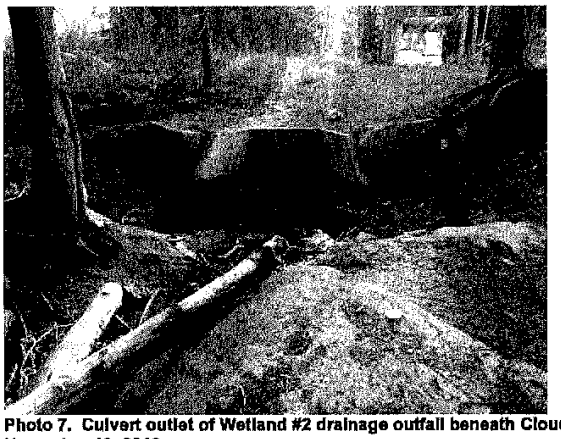


Photo 7. Culvert outlet of Wetland #2 drainage outfall beneath Cloudburst Drive. November 19, 2018.

Photo 8. Seepage #2 near its confluence with Wetland #2. November 19, 2018.

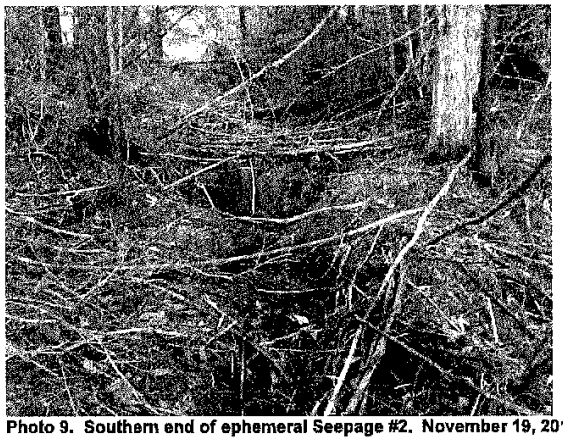


Photo 9. Southern end of ephemeral Seepage #2. November 19, 2018.

3.4.3.3 Wetland #3

Wetland #3 is a small wetland located adjacent to the Black Tusk Microwave Tower that drains into the Cheakamus River. There is no possibility of fish migration from the Cheakamus River into this wetland drainage due to a vertical drop off (5 m) between the Cheakamus River and the drainage. Wetland #3 is protected under the *RAPR* and the *Federal Fisheries Act* since it is connected (marginally) by surface flow. A 15 m to 30 m setback is required for this wetland drainage. Wetland #3 receives water from a subsurface connection to Seepage #1 and a culvert under the FSR.

Photo 10. Wetland #3. November 21, 2018.

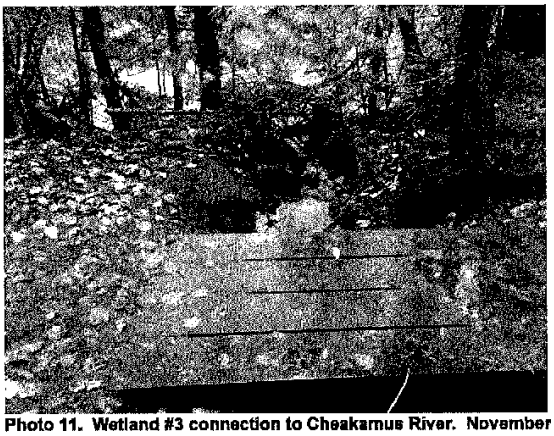


Photo 11. Wetland #3 connection to Cheakamus River. November 21, 2018.

3.4.3.4 Seepage #3

Seepage #3 is a small ephemeral watercourse in the southeast portion of the Phase 2 lands that drains into the Cheakamus River. A portion of the lower extents outside of the Phase 2 lands are protected by the RAPR.

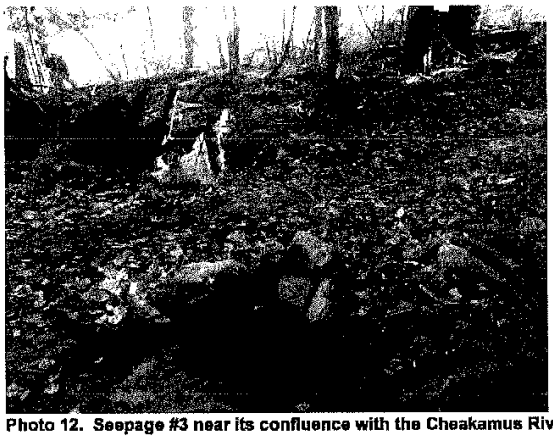


Photo 12. Seepage #3 near its confluence with the Cheakamus River. November 19, 2018.

3.4.4 Surface Water Quality

3.4.4.1 Wetlands

Table 1 summarizes the results of historic baseline sampling for two wetlands on the site (Cascade, 2006). An initial comparison of the results with CCME Guidelines for aquatic life indicates that the values in general meet the guidelines with the possible exception of phosphorus and pH levels (see Table 1).

Table 1 Results of Historic Baseline Sampling of the Phase 2 Wetlands

Parameter	CCME Guideline**	Unit	Wetland #3	Wetland #2
Aggregate Organic Constituents				
Oil and Grease	n/a	mg/L	<1	1
Inorganic Nonmetallic Parameters				
Ammonium - N	tba	mg/L	<0.05	<0.05
Kjeldahl Nitrogen	n/a	mg/L	0.3	0.6
Organic Nitrogen	n/a	mg/L	0.3	0.6
Phosphorus (low level)	0.004-0.02	mg/L	0.338	0.036
Routine Water				
Dissolved Oxygen	n/a	%	18.6	23.35
Dissolved Oxygen	5.5-9.5	mg/l	2.025	2.56
Temperature	tba	°C	10.8	15.9
Conductivity	n/a	S	62.6	19.7
pH (field)	6.5-9	pH	6.1	5.65
Turbidity	n/a	NTU	0.69	1.49
pH (lab)	6.5-9	pH	5.74	5.16
Chloride (dissolved)	n/a	mg/L	3.83	0.24
Nitrate – N	13	mg/L	<0.03	<0.03
Nitrite – N	0.06	mg/L	<003	<0.03
Hydroxide	n/a	mg/L	<5	<5
Carbonate	n/a	mg/L	<6	7
Bicarbonate	n/a	mg/L	14	<5
P-Alkalinity as CaCO3	n/a	mg/L	<5	<5
T – Alkalinity as CaCO3	n/a	mg/L	11	6
Hardness	n/a	mg/L	24	8
Total Metals				
Calcium	n/a	mg/L	8.9	2.6
Iron	0.3	mg/L	<0.2	0.2
Magnesium	n/a	mg/L	0.6	0.3
Manganese	n/a	mg/L	0.01	0.01
Potassium	n/a	mg/L	<0.8	<0.8

Silicon	n/a	mg/L	2.78	0.89
Sodium	n/a	mg/L	4.3	<0.8
Sulfur	n/a	mg/L	3.4	<0.06
Aluminium	0.1	mg/L	0.056	0.068
Antimony	n/a	mg/L	<0.0004	<0.0004
Arsenic	0.005	mg/L	<0.004	<0.0004
Barium	n/a	mg/L	0.02	0.01
Beryllium	n/a	mg/L	<0.0002	<0.0002
Bismuth	n/a	mg/L	<0.001	<0.001
Boron	n/a	mg/L	0.026	<0.004
Cadmium	0.000017	mg/L	<0.00002	0.00009
Chromium	Cr(III)=0.0089 Cr(IV)=0.001	mg/L	<0.001	<0.001
Cobalt	n/a	mg/L	<0.0002	<0.0002
Copper	0.002 at CaCO3 = 0-120 mg/L	mg/L	<0.002	0.002
Lead	0.001 at CaCO3 = 0-60 mg/L	mg/L	<0.0002	0.0002
Lithium	n/a	mg/L	<0.002	<0.002
Molybdenum	0.073	mg/L	<0.002	<0.002
Nickel	0.025 at CaCO3 = 0-60 mg/L	mg/L	<0.001	<0.001
Selenium	0.001	mg/L	<0.0004	<0.0004
Silver	0.0001	mg/L	0.0002	<0.0002
Strontium	n/a	mg/L	0.17	0.025
Thallium	0.0008	mg/L	<0.0001	<0.0001
Tin	n/a	mg/L	<0.002	<0.002
Titanium	n/a	mg/L	<0.001	<0.001
Uranium	n/a	mg/L	<0.001	<0.001
Vanadium	n/a	mg/L	<0.0002	<0.0002
Zinc	0.03	mg/L	0.002	0.003
Zirconium	n/a	mg/L	<0.002	<0.002
Microbiological Analysis				
Total Coliforms	n/a	CFU/100 mL	180	2400
Fecal Coliforms	n/a	CFU/100 mL	<1	2
Physical & Aggregate Properties				
Solids	n/a	mg/L	15	<2
Polynuclear Aromatic Hydrocarbons - Water				
Acenaphthene	5.8	ug/L	<0.1	<0.1

Acenapthylene	n/a	ug/L	<0.1	<0.1
Acridine	4.4	ug/L	<0.05	<0.05
Anthracene	0.012	ug/L	<0.1	<0.1
Benzo(a)anthracene	0.018	ug/L	<0.01	<0.01
Benzo(a)pyrene	0.015	ug/L	<0.01	<0.01
Benzo(b)fluroanthene	n/a	ug/L	<0.01	<0.01
Benzo(g,h,i)perylene	n/a	ug/L	<0.1	<0.1
Benzo(k)fluoranthene	n/a	ug/L	<0.02	<0.02
Chrysene	n/a	ug/L	<0.1	<0.1
Dibenzo(a,h)anthracene	n/a	ug/L	<0.01	<0.01
Fluoranthene	0.04	ug/L	<0.1	<0.1
Fluorene	3	ug/L	<0.1	<0.1
Indeno(1,2,3-c,d)pyrene	n/a	ug/L	<0.1	<0.1
Naphthalene	1.1	ug/L	<0.1	<0.1
Phenanthrene	4	ug/L	<0.1	<0.1
Pyrene	0.025	ug/L	<0.02	<0.02
Quinoline	3.4	ug/L	<3.4	3.4

3.5 Aquatic Habitat

The following sections contain a description the existing fish habitat and fisheries resources in the Phase 2 site. Cheakamus River is not discussed in this report as it is outside of the Phase 2 lands. Detailed information on the Cheakamus River can be found in the Environmental Assessment Report for the Athlete Village (Cascade, 2006).

3.5.1 Ephemeral Drainages and Wetlands

Most of the ephemeral drainages in the site are associated with small wetlands and receiving areas. These drainages flow from their associated wetlands during high periods of precipitation and following snow melt. All the wetland drainages found with in the site either flow subsurface (i.e. Receiving Area #1 and Wetland #2) or have migration barriers (i.e. Wetland #3) before reaching fish bearing waters. As such, there is no potential for fish migration through the drainages. Most of the channels in the drainages are very small (0.5 to 1 m), are not always well defined. All the wetlands that had adequate water depth (i.e. Wetland # 2) were sampled for fish using minnow traps. No fish were caught.

Receiving Area #1, Seepage #1, Seepage #2, Wetland #2 and their associated drainages are not protected under the RAPR or the Federal Fisheries Act since they are not connected by surface flow to fish bearing waters. Note however, that they are potential habitat for amphibians and may be protected under the *Water Sustainability Act*.

Wetland #3 and a portion of Seepage #3 is connected by surface flow (marginally) and thus is protected under the *Fisheries Act, Water Sustainability Act* and the RAPR.

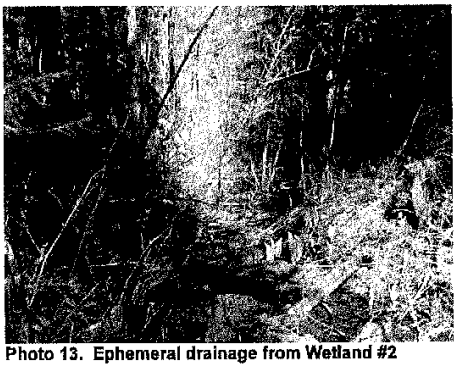


Photo 13. Ephemeral drainage from Wetland #2

Photo 14. Photo showing same drainage flowing subsurface and disappearing.

3.5.2 Riparian Ecosystems

The subject Parcel A, Phase 2 property is entirely outside of the RMOW designated Riparian Ecosystem Protection Area of the Cheakamus River. However, site investigations revealed a number of small wetlands and drainages, one of which has a seasonal, surface connection to the Cheakamus River. Therefore, it is subject to the RAPR.

In support of this Site Investigation Report and in compliance with the of the *BC Riparian Area Protection Act* and RAPR, a Riparian Area Assessment was conducted between November 19, 2018 and June 11, 2019 by Cascade Environmental, to assess the potential effects of the proposed development on the site. The Riparian Assessment Report will be filed with the Province on the Riparian Assessment Regulation Notification System (RARNS).

3.6 Vegetation and Terrestrial Habitat

3.6.1 Biogeoclimatic Zone Classification

A standard method of land classification used in BC is the Biogeoclimatic Ecosystem Classification system (BEC). The biogeoclimatic ecosystem classification describes the variation in climate, vegetation, and site conditions occurring within ecosections. BEC is also hierarchal, with separate climate and site levels (MSRM, 1998). There are six levels of organization with increasing specificity: zone, subzone, phase, variant, site association, and site series. At the highest level, biogeoclimatic zones are classed based on broad macroclimatic patterns; at the lowest level, site series describes the vegetation potential of the land area based on its ability to support the same climax plant association, and displaying the same soil moisture and nutrient regimes (MSRM, 1998). For the purposes of this document, descriptions are set at the biogeoclimatic subzone, variant, and site series levels of detail. The following biogeoclimatic zone and ecosystem unit descriptions are based on descriptions in Green and Klinka (1994), and Province of British Columbia (2003).

The Phase 2 development area is classified within the moist submaritime subzone (ms1) of the Coastal Western Hemlock Zone (CWH). Occurring at elevations between 650 and 1200 m, this biogeoclimatic variant occurs in drainages of the upper Fraser River east and north of Chilliwack, and in the eastern portion of the Coast Mountains from upper Harrison Lake to the Homathko River.

The CWHms1 has a climate that is characterized by moist, cool winters, and cool but relatively dry summers. Snowfall is typically high in the upper elevation ranges of this variant. The forest on zonal sites in the CWHms is typically dominated by western hemlock (*Tsuga heterophylla*), Douglas-fir (*Pseudotsuga menziesii*), western redcedar (*Thuja plicata*) and amabilis fir (*Abies amabilis*). Typical understory vegetation in zonal sites includes Alaskan blueberry (*Vaccinium Alaskaense*), black huckleberry (*Vaccinium membranaceum*) oval-leaved blueberry (*Vaccinium ovalifolium*), with lesser amounts of falsebox (*Paxistima myrsinites*) and prince's pine (*Chimaphila umbellata*). The moss layer is usually well developed with step moss (*Hylocomium splendens*), red stemmed feathermoss (*Pleurozium schreberi*) and pipe cleaner moss (*Rhytidiopsis robusta*). Soil nutrient regimes in zonal sites in the CWHms range from very poor to medium rich with soil moistures ranging from fresh to slightly dry.

Vegetation within the CWH biogeoclimatic zone within the Phase 2 development area is known to have cultural significance to the Lil'wat and Squamish Nations peoples for consumption, tools, medicinal and spiritual purposes. The vegetation identified as significant to Squamish Nation and occurring on site includes mosses (*Sphagnum spp.*), western redcedar (*Thuja placata*), amabilis fir (*Abies amabilis*), Sitka spruce (*Picea sitchensis*), white pine (*Pinus monticola*), Douglas-fir (*Pseudotsuga menzesii*), western hemlock (*Tsuga heterophylla*), western yew (*Taxus brevifolia*), skunk cabbage (*Lysichiton americanus*), devil's club (*Oplopanax horridum*), kinnikinick (*Arctostaphylos uvaursi*), Alaska blueberry(*Vaccinium alaskaense*), black huckleberry(*Vaccinium membranaceum*), oval-leaved blueberry(*Vaccinium ovalfolium*), red huckleberry (*Vaccinium parvifolium*), thimbleberry (*Rubus parviflorus*), salmonberry (*Rubus spectabilis*), hardhack (*Spirea douglasii*) and black cottonwood (*Populus trichocarpa*) (Squamish Nation, 2006). The vegetation identified by Lil'wat Nation as significant and occurring on site includes western redcedar, amabilis fir, Sitka spruce, Douglas-fir, western hemlock, western yew, skunk cabbage, devil's club, kinnikinick, black mountain huckleberry, oval-leaved blueberry, red huckleberry, thimbleberry, salmonberry and black cottonwood (Lil'wat Nation, 2006).

In general, the majority of the Phase 2 site had physical characteristics (soil moisture regime, soil nutrient regime, and under story vegetation) typical of zonal (site series 01) and drier (site series 03) sites within the CWHms1 biogeoclimatic zone (see below). However, in many areas the subject site tree layer was populated extensively by Douglas-fir, whereas typical zonal sites have a relatively even distribution of different tree types including western hemlock, western redcedar, and amabilis fir. The high abundance of Douglas-fir in the subject property is a result of planting in the area with Douglas-fir following harvesting. According to forest cover maps (MOF, 1994), most of the subject property was harvested and replanted in the early 1970's and 1980's. The forest within the Phase 2 site has also been managed as part of the Whistler Interpretive Forest and was subject to pruning, spacing and fertilization. The subject site typically has shallower soils than normally found on zonal sites in the CWHms1 biogeoclimatic zone.

3.6.2 Terrestrial Ecosystems

The subject site contains three site series and 3 other land classifications, as identified during field investigations (Table 2). The land classifications include codes for the open water wetlands, talus slopes and anthropogenic alterations like roads. The site series classification reflects subtle changes in microclimate and soil conditions, which influence the plant species composition within the unit. The different site series are further classified into Terrestrial Ecosystem Mapping (TEM) units based on the structural stage of the vegetation and the geomorphology of the site. The TEM units found on the subject site are summarized in Table 2 and are shown on Map 2. A detailed explanation of TEM unit terminology is shown in Table 3 through Table 7.

Table 2 Vegetation Units in Phase 2

Polygon #	TEM Code	Site Series Name/Description	Structural Stage	Area (ha)	% of Total Area
0	OW	Open Water	N/A	0.31	2.00
1	AMs4sC	01 – HwBa - Stepmoss	Pole / sapling	9.15	59.07
2	AMsj4sC	01- HwBa – Step moss	Pole/sapling	0.38	2.45
4	AMs6mC	01- HwBa –Step moss	Mature forest	1.51	9.75
5	HQ5iM	05-HwBa- Queens cup	Young forest	0.48	3.10
7	DFs4sC	03-FdHw- Falsebox	Pole/sapling	1.76	11.36
9	DFs6mC	03-FdHw- Falsebox	Mature forest	0.20	1.29
10	TA	N/A (talus slopes)	N/A	0.23	1.48
11	UL	Urban Land	N/A	1.22	7.88
12	CL	Cliff	N/A	0.25	1.61
Total				15.49	100

Derivation of the TEM Code

AMsj | 4sC

- AMsj refers to the *site series* designation, which denotes subtle changes in microclimate and soil conditions, as reflected by changes in vegetation present
- 4sC refers to the *structural stage* designation, which denotes the general age and structure of the forest stand

Table 3 Site Series Explanation

TEM Code Designation	BEC Site Series	Interpretation (typical conditions – assumed modifiers)
AM	01	-the soil nutrient regime is classified as very poor to medium -the soil moisture regime is slightly dry to fresh -the soil nutrient availability is moderate -the soil texture is medium -the soil is deep with no root restricting layer -the slopes are significant
DF	03	-the soil nutrient regime is classified as poor to medium -the soil moisture regime is moderately dry -the soil nutrient availability is moderate -the soil texture is medium -the soil is deep with no root restricting layer -the aspect is warm -the slopes are significant
HQ	05	-the soil nutrient regime is poor to medium -the soil moisture regime is moist to very moist -the soil nutrient availability is moderate -the soil texture is medium -the soil is deep with no root restricting layer -the slope is gentle
TA	n/a	Talus Slope
UR	n/a	Urban Land Development

Table 4 Site Modifiers

TEM Code Designation	Interpretation
j	-gentle slope – gently sloping topography (less than 35 % in the CWH Zone)
s	-shallow soils – soils are considered to be shallow to bedrock (20-100 cm)
h	-hummocky terrain – the site series occurs on hummocky terrain, suggesting a certain amount of variability, hummocky conditions are indicated by the terrain surface expression but occasionally they are not described by the terrain features

Table 5 Structural Stages

TEM Code Designation	Interpretation
3 – Shrub	-early successional stage or shrub communities maintained by environmental conditions or disturbance; dominated by shrubby vegetation; seedlings and advance regeneration may be abundant; tree layer cover less than 10%, shrub layer cover greater than 20% or greater than or equal to 1/3 of total cover.
4 – Pole/Sapling	-trees greater than 10m tall, typically densely stocked, have overtopped shrub and herb layers; younger stands are vigorous (usually greater than 10-15 years); self thinning and vertical structure not yet evident in canopy; time since disturbance is usually less than 40 years for normal forest succession
5 – Young Forest	-self thinning has become evident and the forest canopy has begun differentiation into distinct layers, trees between 40 and 80 years old
6 – Mature Forest	-trees established after the last disturbance have matured; a second cycle of shade tolerant trees may have become established; understories become well developed as the canopy opens up

Table 6 Structural Stage Modifiers

TEM Code Designation	Interpretation
s – single storied	-closed forest stand dominated by the overstory crown class (dominant and co-dominant trees); intermediate and suppressed trees account for less than 20% of all crown classes combined; advance regeneration in the understory is generally sparse
m – multi-storied	-closed forest stand with all crown classes well represented; each of the intermediate and suppressed classes account for greater than 20% of all crown classes combined; advance regeneration is variable

Table 7 Stand Composition Modifiers

TEM Code Designation	Interpretation
C – Coniferous	-greater than ¾ of total tree layer cover is coniferous
M – Mixed	-neither coniferous or broadleaf account for greater than ¾ of total tree layer cover
B – Broadleaf	-greater than ¾ of total tree layer cover is broadleaf

3.6.2.1 Vegetation Associations

The following summarizes the vegetation associations found in each polygon. A list of vegetation species with scientific (*Latin*) names observed during the site visits is found in Table 8.

3.6.2.1.1 Polygon 1: AMs4sC – W. Hemlock, Amabilis Fir / Step moss (*Site Series 01*)

Polygon 1 covers most of the Phase 2 lands (within the Whistler Interpretive Forest) and is bordered to the east by the Cheakamus River and by steep talus slopes to the west. The terrain is primarily undulating with shallow to very shallow soils. Soil test pit observations determined the soil moisture regime is between fresh and moderately dry indicating that the area is well drained. Relative soil nutrient regimes are between very poor and medium which are typical for zonal sites in the CWms1 biogeoclimatic zone.

The forest is in a pole sapling stage and is dominated by Douglas-fir with lesser amounts of western redcedar and western hemlock. The high abundance of Douglas-fir over other species is not typical for zonal sites in the CWHms1 zone but is a result of modification of the area by logging and planting. The tree canopy is single storied with crown closure ranging from 35-60%. Measured tree heights of the overstory ranged from 12.6 to 22.3 m, with dbh (diameter at breast height) values between 17 to 31 cm. Variation in tree height and canopy closure within the polygon is greatly influenced by anthropogenic activity. Areas in the polygon with the largest second growth Douglas-fir and the greatest crown closure were fertilized with biosolids (Whistler Interpretive Forest treatment) which resulted in faster tree growth as compared to other areas in the polygon.

The shrub layer is dominated by species typical of the CWHms1 zone and includes falsebox, prince's pine, rattlesnake plantain, Alaskan blueberry, bunchberry, black huckleberry and kinnikinnick. The moss layer is well developed and includes red-stemmed feathermoss, step moss pipecleaner moss and lanky moss.

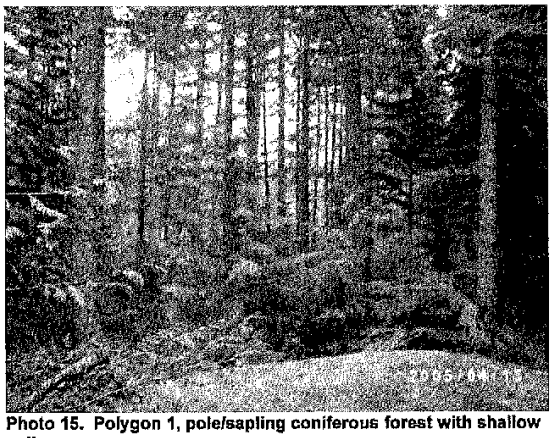


Photo 15. Polygon 1, pole/sapling coniferous forest with shallow soils.

3.6.2.1.2 Polygon 2: AMsJ4sC – W. Hemlock, Amabilis Fir / Step moss (Site Series 01)
Polygon 2 is a small area located adjacent to Polygon 1 in the northeast corner of the Phase 2 site. Polygon 2 is essentially the same as Polygon 1 except that its terrain is much more gently sloped compared to the terrain found in Polygon 1. Tree species and soil characteristics are similar to that of Polygon 1.

3.6.2.1.3 Polygon 4: AMs6mC – W. Hemlock, Amabilis Fir / Step moss (Site Series 01)
Polygon 4 is a small area in the Phase 2 site which contains mature forest. The terrain is undulating with shallow soils. Soil test pit observations determined that soil moisture regime in Polygon 4 is moderately dry indicating that the area is well drained. Relative soil nutrient regimes are between poor and medium which is typical for zonal sites in the CWHms1 biogeoclimatic zone. The forest is in a mature forest stage and is dominated by amabilis fir, western hemlock, Douglas-fir and with lesser amounts of western redcedar and Western yew. The tree canopy is multistoried with crown closure of approximately 60%. Measured tree heights of the overstory are over 35 m, with dbh up to 90 cm. The shrub and moss layer are similar to that of Polygon 1.

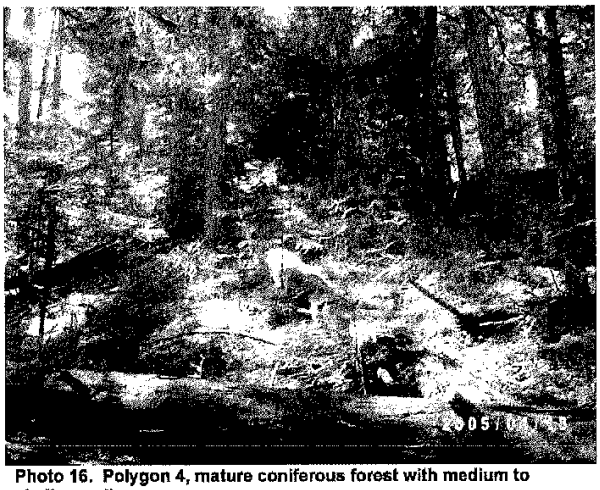


Photo 16. Polygon 4, mature coniferous forest with medium to shallow soils.

3.6.2.1.4 Polygon 5: HQ5IM – W. Hemlock, Amabilis Fir / Queens cup (Site Series 05)
Polygon 5 is located at the southern end of the Phase 5 site and is a depression surrounded by moderately steep slopes. The site may have been used as an old landing for forest operations. The terrain is flat with deep, wet soils. Soil test pit observations determined that soil moisture regime in Polygon 5 is very moist indicating that the area is poorly drained. Relative soil nutrient regimes in the polygon are medium which are typical for site series 5 in the CWHms1 biogeoclimatic zone. The forest is in a young forest stage and is dominated by western redcedar and red alder, with lesser amounts of Douglas-fir and western hemlock. The tree canopy is irregular with crown closure ranging from 5-10%. Measured tree heights of the overstory ranged from 11.3 to 17.6 m, with dbh (diameter at breast height) values between 13 and 26.6 cm.

The shrub layer in Polygon 5 is well developed and dominated by species typical of the CWHms1 biogeoclimatic zone which include falsebox, thimbleberry, oval-leaved blueberry and salmonberry. The moss layer is limited in the polygon and is dominated by pipecleaner moss and coastal leafy moss.

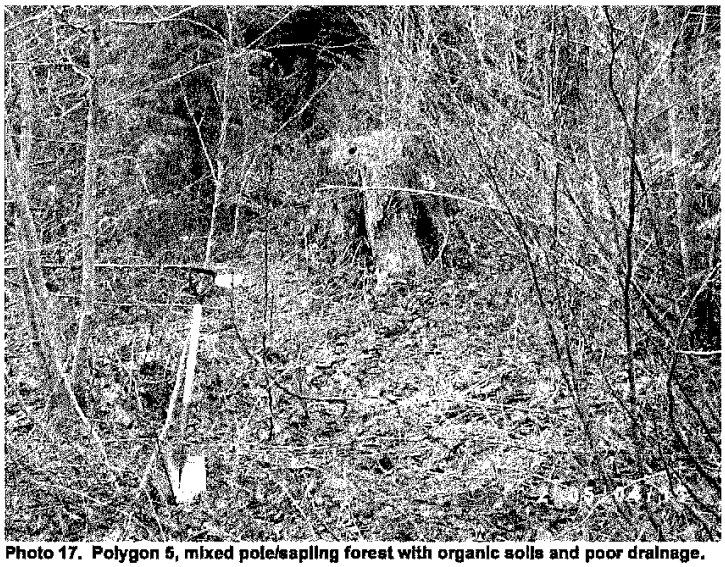


Photo 17. Polygon 5, mixed pole/sapling forest with organic soils and poor drainage.

3.6.2.1.5 Polygon 7: DFs4sC – Douglas-fir, W. Hemlock / Falsebox (Site Series 03)
Polygon 7 is located adjacent to the talus slope site series and along the south western boundary of the Phase 2 site. It is essentially the same as Polygon 6 with the exception of hummocky terrain. The area is characterized by moderately steep south-west facing slopes that is in general drier than the adjacent polygons in the area

3.6.2.1.6 Polygon 9: DFs6mC – Douglas-fir, W. Hemlock / Falsebox (Site Series 03)
Polygon 9 is a small area in the centre of the Phase 2 site which contains mature forest. Soil test pit observations determined that soil moisture regime in Polygon 9 is moderately dry indicating that the area is well drained. Relative soil nutrient regimes are between poor and medium which are typical for site series 03 in the CWHms1 zone.

The forest is in a mature forest stage and is dominated by Douglas-fir, with lesser amounts of western hemlock and western redcedar and Pacific yew. The tree canopy is multi-storied with crown closure of approximately 60%. Estimated tree heights of the overstory are over 35m, with dbh up to 90 cm. The shrub and moss layer are similar to that found in Polygon 6.

3.6.2.1.7 Polygon 10: TA – Talus Slopes
Polygon 10 is comprised of steep talus slopes located along the western edge of the Phase 2 site and associated with columnar basalt lava flow formations. Talus is angular rock fragments that accumulate at the foot of steep rock slopes as a result of successive rock falls. During the site visit water pooling was noted at the base of the talus slopes and vegetation indicative of wet areas (alder) were noted.

Photo 18. Polygon 10, talus slope areas.

3.6.2.1.8 Polygon 11: UL – Urban Development
Polygon 11 encompasses the areas of the Phase 2 site that are developed for use as FSR and parking. These areas have been heavily modified and are generally void of vegetation. The land fill area is generally flat. WDC hold a works permit with FLNRORD for the Black Tusk FSR. In order to proceed with development, WDC must realign the road to ensure it remains operational while the new portion of Mount Fee Road is constructed. The works fall under the jurisdiction of the Forests and Range Act (FRPA) and are exempted from the RAPR.

3.6.2.1.9 Polygon 12: CL - Cliff
The western edge of the Phase 2 lands is bounded by the edge of the historic lava flow that produced the columnar basalts which formed the talus slopes.

Table 8 Vegetation found during Site Reconnaissance, April 2005

Common Name	Scientific Name	First Nations Traditional Use
Trees		
Amabilis fir	*Abies amabilis*	*Medicinal / floor cover transportation of berries*
Red alder	*Alnus rubra*	*n/a*
Sitka Spruce	*Picea sitchensis*	*Medicinal / ceremonial*

Common Name	Scientific Name	First Nations Traditional Use
Lodgepole pine	*Pinus contorta var. latifolia*	*n/a*
Western white pine	*Pinus monticola*	*n/a*
Black cottonwood	*Populus balsamifera spp. trichocarpa*	*Consumption, fuel, spiritual, tools, vehicles, food preparation.*
Douglas-fir	*Pseudotsuga menziesii*	*Tools, fuel, medicinal, ceremonial, bedding, floor cover, spiritual*
Western yew	*Taxus brevifolia*	*Tools, medicinal, economic value.*
Western redcedar	*Thuja plicata*	*Extremely useful, tools, ropes, vehicles, fuel, baskets, bedding, food preparation, building material*
Western hemlock	*Tsuga heterophylla*	*Medicinal, red dye, ceremonial, fuel for smoking and tanning buckskin, collection of herring spawn*
Shrubs		
Sitka alder	*Alnus crispa spp. sinuata*	*n/a*
Kinnikinnick	*Arctostaphylos uva-ursi*	*Consumption, tobacco substitute, ceremonial*
Princes pine	*Chimaphila umbellate*	*n/a*
Bunchberry	*Cornus Canadensis*	*n/a*
Red-osier dogwood	*Cornus stolonifera*	*n/a*
Devil's club	*Oplopanax horridus*	*Medicinal, ceremonial*
Falsebox	*Pachistima myrsinities*	*n/a*
Thimbleberry	*Rubus parviflorus*	*Consumption, medicinal*
Salmonberry	*Rubus spectabilis*	*Consumption, tools*
Hardhack	*Spiraea douglasii ssp. douglasii*	*Tool / spreader for smoking fish*
Alaskan blueberry	*Vaccinium Alaskaense*	*Consumption*
Black huckleberry	*Vaccinium membranaceum*	*Consumption fresh or dried*
Oval-leaved blueberry	*Vaccinium ovalifolium*	*Consumption, medicinal*
Red huckleberry	*Vaccinium parvifolium*	*Consumption*
Forbs		
Rattlesnake plantain	*Goodyera oblongifolia*	*n/a*
Skunk cabbage	*Lysichitum americanus*	*Consumption, medicinal*
False lily-of-the-valley	*Maianthemum dilatatum*	*n/a*
Mosses		
Step moss	*Hylocomium splendens*	*Mosses generically used as floor cover, tool*
Oregon beaked moss	*Kindbergia oregana*	
Coastal leafy moss	*Plagiomnium insigne*	
Red stemmed feather moss	*Pleurozium schreberi*	
Common haircap moss	*Polytrichum commune*	
Pipecleaner moss	*Rhytidiopsis robusta*	
Lanky moss	*Rhytidiadelphus triquetrus*	

3.6.3 Rare and Endangered Plant Species and Plant Associations

In BC, there are two governing bodies involved with the ranking of species and/or ecological communities at risk. At the national level, the Committee on the Status of Endangered Wildlife in

Canada (COSEWIC) provides advice in regards to the *Species at Risk Act* (SARA), and at the provincial level, the Conservation Data Centre (CDC) manages the BC Status List.
The Canadian government created SARA in 2002 to complement the Accord for the Protection of Species at Risk (a national effort to identify and protect threatened and endangered wildlife and their associated habitats across the country). COSEWIC is the scientific body responsible for assigning the status of species at risk under SARA. This system uses the following terminology:

- Extinct (XX)
- Extirpated (XT)
- Endangered (E)
- Threatened (T)
- Special concern (SC)
- Not at risk (NAR)
- Data deficient (DD)

A species that is listed as Endangered, Extirpated or Threatened is included on the legal list under Schedule 1 of the *Act* and is legally protected under the *Act* with federal measures to protect and recover these species in effect.

The BC CDC designates provincial red or blue list status to animal and plant species, and ecological communities of concerns (BC MOE, 2020a). The red list includes indigenous species or subspecies considered to be endangered or threatened. Endangered species are facing imminent extirpation / extinction, whereas threatened groups or species are likely to become endangered if limiting factors are not reversed. The blue list includes taxa considered to be vulnerable because of characteristics that make them particularly sensitive to human activities or natural events. Although blue listed species are at risk, they are not considered endangered or threatened. Yellow listed species are all others not included on the red or blue lists and may include species which are declining, increasing, common, or uncommon. Table 1 to Table 3 below include the CDC listed (i.e. rare and threatened) species that have the potential to occur on the subject site; species designated as SARA Schedule 1 are also noted. Potentially occurring species are based on broad habitat preferences delineated by forest district and biogeoclimatic zone, and refined by habitat type available in the subject site. Forest and anthropogenic terrain were selected as habitat types to identify potential listed species for the purposes of this report. Potential occurrences are then designated as unlikely or possible based upon species specific habitat requirements and an on-site assessment of those habitats. Note that a comprehensive evaluation of the study area for each species was not possible due to time constraints, seasonal migration patterns, and the transient nature of some species.

The CDC iMap (BC MOE, 2020b) does not list any rare and endangered plant species on the Phase 2 site. Nine plant species at risk have the potential to occur in the area. However, no species has the potential to occur on site.

3.6.3.1 Plant Species

A rare and endangered plant survey was not conducted as part of this review; however, the species listed in Table 9 below have the potential to occur within the subject property based on their habitat requirements as outlined by the biogeoclimatic classification system CWHms1 zone. It should be noted that past disturbance has changed the vegetative composition of the subject property site and existing plant species do not necessarily reflect the expected plant species based on biogeoclimatic information alone.

Because of the level of previous disturbance associated within the subject site, it is not anticipated that rare or endangered plants occur within the Phase 2 site. During field investigations, all sites

with the potential to support rare plants or rare plan associations were visited. Sites considered as having the potential to support rare and endangered plant species included old growth vegetation associations, distinct second growth forests, bogs and wetlands, talus slopes and rock outcrops. Nodding semaphore grass (*Pleuropogon refractus*) was not identified during the visits and is now down listed to Yellow status at the CDC. Lists of the species found in these areas were compiled during the sampling and included in Table 8.

Table 9 Potential Rare and Endangered Plant Species

Common Name *Scientific name*	Status		Habitat Requirements	Potential Occurrence
	BC List	SARA Status		
Tall bugbane *Actaea elata var. elata*	Red	Endangered	Moist forests in the lower montane zone; rare in extreme SW BC, known only from the Cultus Lake-Chilliwack River area	**Unlikely-** Closest record in the lower mainland
Vancouver Island beggarticks *Bidens amplissima*	Blue	Special Concern	moist edges of marshes, in bogs, along stream and river banks, in pond edges and in ditches. Known occurrences in Whistler.	**Unlikely –** Never documented in the RMOW *
Roell's brotherella *Brotherella roellii*	Red	Endangered	Occurs only on hardwoods and rotten logs in remnant second-growth stands within urban areas near Fraser River and Howe Sound.	**Unlikely –** not found near Whistler.
Slender spike-rush *Eleocharis nitida*	Blue		Peaty or sandy places; wet soil and shallow water	**Unlikely** - no suitable habitat on site
Banded cord-moss *Entosthodon fascicularis*	Blue	Special Concern	Extremely local on periodically humid or damp earth of terraces of exposed outcrop knobs in open stand of Arbutus menziesii and Quercus garryana on southern and eastern Vancouver Island . On soil to 700m.	**Unlikely** - no suitable habitat on site
Poor pocket moss *Fissidens pauperculus*	Red	Endangered	Bare, moist soil banks, often growing with Fissidens bryoides	**Unlikely-** Closest record in the lower mainland
Leafy miterwort *Mitellastra caulescens*	Blue		Wet to moist meadows and woodlands in the lowland and montane zones; rare on S Vancouver Island and the lower Fraser Valley	**Unlikely** - no suitable habitat on site
Whitebark pine *Pinus albicaulis*	Blue	Endangered	Montane forests and on thin, rocky, cold soils at or near timberline at an elevation of 1300-	**Unlikely-** subject site at elevation of 700 m.

Common Name *Scientific name*	Status		Habitat Requirements	Potential Occurrence
	BC List	SARA Status		
			3700 m in the sub-alpine to alpine zones.	
Lance-leaved figwort *Scrophularia lanceolata*	Blue		Moist to mesic roadsides, clearings, thickets and forest edges in the lowland and montane zones; rare on Vancouver Island	**Unlikely-** Closest record in the lower mainland

Source: BC Ecosystems Explorer, Ministry of Environment, *source from Whistler Biodiversity Project (Brett, 2016).

3.6.3.1.1 Plant Communities

The term "ecological" is a direct reference to the integration of biological components with non-biological features such as soil, landforms, climate and disturbance factors. The term "community" reflects the interactions of living organisms (plants, animals, fungi, bacteria, etc.), and the relationships that exists between the living and non-living components of the community. Currently, the most common ecological communities that are known in BC are based on the Vegetation Classification component of the Ministry of Forests and Range Biogeoclimatic Ecosystem Classification, which focuses on the terrestrial plant associations of BC's native plants.

Large tracts of undisturbed plant communities are considered ecologically more important than disturbed/fragmented or second growth communities. As displayed on Map 2 TEM mapping describes three possible ecological communities at risk within the subject lands. Associated Ecological community and TEM code Map label is described in the table below.

The CDC also tracks rare and endangered plant communities for the province of British Columbia. The subject property does contain a small area of blue listed plant communities delineated by the CDC for the CWHms1 biogeoclimatic variant (site series 03 FdHw - Falsebox); however, rare and endangered plant communities refer to natural undisturbed sites (CDC, 2020). The blue listed community occurrence with in the Phase 2 site is 0.02 ha, and it is isolated from similar age vegetation communities. Since development activities are not presently proposed for this polygon, it will not be affected through the construction of the Parcel A.

Table 10 Potential Rare and Endangered Plant Communities

Scientific Name	English Name	BC List	BGC	TEM Code
Pseudotsuga menziesii - Tsuga heterophylla / Paxistima myrsinites	Douglas-fir - western hemlock / falsebox	Blue	CWHms1/03	DF
Thuja plicata - Picea sitchensis / Lysichiton americanus	western redcedar - Sitka spruce / skunk cabbage	Blue	CWHms1/Ws54	OW
Tsuga heterophylla - Abies amabilis / Hylocomium splendens	western hemlock - amabilis fir / step moss	Blue	CWHms1/01	AM

Source: Conservation Data Centre for the RMOW (accessed online August 31, 2020. http://a100.gov.bc.ca/pub/eswp/search.do

3.7 Wildlife and Wildlife Habitats

The following summarizes wildlife use and potential wildlife habitat within the Phase 2 lands as observed during field surveys. Further wildlife observations within the Phase 2 lands were recorded during a May 16, 2006 Species at Risk reconnaissance. In addition to direct observations of wildlife, specific wildlife use was also inferred from browse sign, scat, tracks, songs, and calls. Wildlife use by species not specifically observed in the field was inferred based on known distribution and habitat preferences of wildlife in the Whistler area including the potential occurrence of rare or endangered wildlife.

Hunting and trapping are considered important traditional uses to the Lil'wat and Squamish Nations. While no traplines were identified within the Phase 2 lands, Lil'wat Nation members have existing traplines in various areas outside the site (Lil'wat Nation, 2006). Squamish Nation identified the Cheakamus River wildlife corridor as having significance to their traditional land and resource use (Squamish Nation, 2006).

3.7.1 Birds

The Coastal Western Hemlock (CWH) biogeoclimatic ecosystem is considered to have the greatest diversity and abundance of habitat elements in British Columbia, resulting in a rich assemblage of birds that breed, stage, winter, or are resident. For example, the habitat found on the Phase 2 site ranges from riparian areas and wetlands to coniferous and/or deciduous forests of varying ages to more barren talus slopes, each consisting of unique habitat elements that provide the life requisites of many different bird species.

Field investigations (April 2005 and May 2006) were conducted during the beginning of the breeding season for birds in Whistler. A number of other birds were identified during the May survey, of which some are expected to nest (see Table 11). Several cavities of Pileated

woodpeckers (*Dryocopus pileatus*) were found in forested areas during site visits and a large number of northwestern crows (*Corvus. caurinus*), common raven (*C. corax*), and glaucos-winged gulls (*Larus glaucescens*) were present in and around the area. Raptors observed on the subject site during the April 2005 surveys included bald eagle (*Haliaeetus leucocephalus*) and a turkey vulture (*Cathartes aura*). A Harlequin duck (*Histrionicus histrionicus*) was also observed during the April 2005 surveys on a section of the Cheakamus River to the northwest of Cheakamus Crossing.

The studies conducted by Lil'wat and Squamish Nations identified birds with cultural significance to traditional land and resource use occurring within the Cheakamus Crossing development area. The birds of cultural significance to Lil'wat Nation include bald eagle, stellar's jay, common raven and Swainson's thrush. Birds with cultural significance to Squamish Nation occurring within the WAV site include bald eagle, blue grouse (*Dendragapus obscurus*), screech owl (*Otus asio kennicottii*), pileated woodpecker (*Dryocopus pileatus*) and common raven.

Table 11 Bird Species Observed During 2006 Reconnaissance of the Cheakamus Crossing Area

Common Name	Scientific Name	#
American Pipit	*Anthus rubescens*	6
American Robin	*Turdus migratorius*	3
Brewer's Blackbird	*Euphagus cyanocephalus*	1
Brown headed cowbird	*Molothrus ater*	2
Common Raven	*Corvus corax*	3
Dark-eyed Junco	*Junco hyemalis*	1
European Starling	*Sturnus vulgaris*	3
Golden-crowned Kinglet	*Regulus satrapa*	1
Hammond's Flycatcher	*Empidonax hammondii*	1
Northern Flicker	*Colaptes auratus*	1
Northwestern Crow	*Corvus caurinus*	2
Pacific-slope Flycatcher	*Empidonex difficilis*	1
Rufous Hummingbird	*Selasphorus rufus*	2
Savannah Sparrow	*Passerculus sandwichensis*	1
Song Sparrow	*Melospiza melodia*	1
Townsend's Warbler	*Dendroica townsendi*	2
Violet-green Swallow	*Tachycineta thalassina*	5
Warbling Vireo	*Vireo gilvus*	2
Western Tanager	*Piranga ludoviciana*	1
White-crowned Sparrow	*Zonotrichia leucophrys*	2
Wilson's Snipe	*Gallinago delicata*	1
Wilson's Warbler	*Wilsonia pusilla*	1
Winter Wren	*Troglodytes troglodytes*	1
Yellow Warbler	*Dendroica petechia*	1
Yellow-rumped Warbler	*Dendroica coronata*	3
Total Number of Species		25

Other bird species that are likely to be relatively common on the subject property given available habitats are listed in Table 12. This list should not be considered comprehensive because it does not include rare or uncommon species.

Table 12 Other Common Bird Species Expected to be Found in Coastal Western Hemlock (CWH) Forests at Whistler

Common Name	Scientific Name	First Nations Traditional Use
Black-capped Chickadee	*Parus atricapillus*	
Blue Grouse	*Dendragapus obscurus*	*Food source*
Cedar Waxwing	*Bombycilla cedrorum*	
Chestnut-backed Chickadee	*Parus rufescens*	
Downy Woodpecker	*Picoides pubescens*	
Hairy Woodpecker	*Picoides villosus*	
Hermit Thrush	*Catharus guttatus*	
MacGillivray's Warbler	*Oporornis tolmiei*	
Orange-crowned Warbler	*Vermivora celata*	
Pine siskin	*Carduelis pinus*	
Red crossbill	*Loxia curvirostra*	
Red-breasted Nuthatch	*Sitta canadensis*	
Ruby-crowned Kinglet	*Regulus calendula*	
Spotted towhee	*Pipilo erythrophthalmus*	
Steller's Jay	*Cyanocitta stelleri*	*Directs hunters to game, predicts luck*
Common raven	*Corvus corax*	*Mythological, forecasting death*
Swainson's Thrush	*Catharus ustulatus*	*Song believed to ripen salmonberries*
Varied Thrush	*Ixoreus naevius*	
Western Wood-Pewee	*Contopus sordidulus*	

Source: Whistler, Community Habitat Resources Project (CHIRP, 2006)

3.7.2 Mammals

Black bears (*Ursus americanus*) are known to be common in the Phase 2 area. Numerous bear markings on large alder trees (see Photo 9) and several fresh bear scat confirm bear presence in the area. Scat of other large mammal species found during this study includes either lynx *(Lynx canadensis)* or bobcat (*Lynx rufus*). Photo 10 illustrates the large cat feces indicated by its white colour, pinched ends, and hair/bones contained within the scat. Note that pinched ends and hair and bones are common to the scat of many species but the white colour is indicative of high uric acid concentrations, a unique indicator of cat feces. Cougar (*Felis concolor*) may occur occasionally in the Whistler area, but generally low deer populations (Shackleton 1999) limit their presence in the area. A few pellets of black-tailed deer *(Odocoileus hemionus* ssp. *columbianus)* and snowshoe hare (*Lepus americanus*) were also noted on the site. During the field surveys, several Douglas squirrel (*Tamiasciurus douglasii*) were seen and heard from the surrounding forest.

Mid-size mammal species that are expected to use the Cheakamus Crossing area include coyote (*Canis latrans*) and raccoon (*Procyon lotor*). Smaller species likely to occur within the Phase 2 site include common and dusky shrews (*Sorex cinereus* and *S. monticolus*), little brown and western long-eared myotis (*Myotis lucifugus and M. evotis*), ermine (*Mustela erminea*), long-tailed

vole (*Microtus longicaudis*), southern red-backed vole (*Clethrionomys gapperi*), Keen's and deer mouse (*Peromyscus keeni* and *P. maniculatus*), Pacific jumping mouse (*Zapus trinotatus*), bushy-tailed woodrat (*Neotoma cinerea*), yellow-pine chipmunk (*Tamias amoenus*), and American pika (*Ochotona princeps*) (Nagorsen and Brigham 1993; Nagorsen 1996; Nagorsen 2005).

Mammals occurring in the Cheakamus Crossing development area with cultural significance to Lil'wat and Squamish Nation include black bear, black-tailed deer (*Odocoileus hemionus columbianus*), marten and snowshoe hare. These mammals are important to First Nations peoples for traditional uses such as hunting and trapping for consumption, fur trading and use and medicinal purposes.

Photo 19. Bear claw markings on a red alder tree.

Photo 20. Grey colour of the scat suggests the presence of uric acid, a characteristic of scat among cats.

3.7.3 Amphibians and Reptiles

There are several permanent and ephemeral wet areas located throughout the subject property that provide breeding opportunities for amphibians. During the field visits, a number of long-toed salamander egg masses were observed in Wetland #2 (3-4 egg masses). Other amphibian species that have the potential to occur within the Phase 2 lands include western toad (*Bufo boreas*; federally listed as a species of Special Concern), red-legged frog (*Rana aurora*; blue-listed provincially and Special Concern federally), northwestern salamander (*Ambystoma gracile*) and Pacific treefrog (*Hyla regilla*). Egg masses of the rare species (western toad and red-legged frog) are very distinctive, but none were found during searches of the few wetlands on the site. Following a search of the upland areas surrounding the pooled surface water, and Wetland #2, that included turning over logs and rocks, no adult red legged frogs or western toads were observed. Terrestrial salamander species including western red-backed salamander (*Plethodon vehiculum*) and ensatina (*Ensatina eschscholtzi*) have some potential to occur in forested areas (Green and Campbell 1984; Corkran and Thoms 1996).

Reptile species that potentially occur within the Phase 2 lands include the northern alligator lizard (*Gerrhonotus coeruleus*) and common garter snake (*Thamnophis sirtalis*)(Gregory and Campbell 1984; St. John 2002).

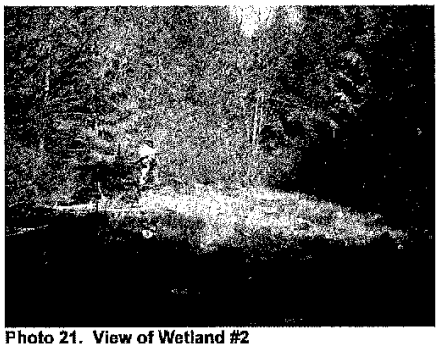


Photo 21. View of Wetland #2

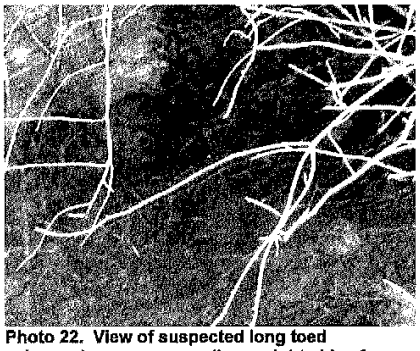


Photo 22. View of suspected long toed salamander egg masses (lower right side of picture) within Wetland #2.

3.8 Rare and Endangered Wildlife Species

Wildlife species of concern in British Columbia have a provincial status designation, which is summarized on the BC Conservation Data Centre red and blue lists (CDC, 2020). The red list includes indigenous species or subspecies considered to be endangered or threatened. Endangered species are facing imminent extirpation/extinction, whereas threatened groups or species are likely to become endangered if limiting factors are not reversed. The blue list includes taxa considered to be vulnerable because of characteristics that make them particularly sensitive to human activities or natural events. Although blue listed species are at risk, they are not considered endangered or threatened.

The Sea to Sky Land Resource Management Plan (LRMP) has also mapped the potential distribution of many of these red and blue listed species in the Sea to Sky corridor (FLNRORD, 2020). The BC Species and Ecosystems Explorer also lists species identified under the *Species at Risk Act* (SARA) by the Committee on the Status of Endangered Wildlife in Canada (COSEWIC). Species listed by COSEWIC fall under one of seven categories:

1. **Extinct (X)** - A species that no longer exists.
2. **Extirpated (XT)** - A species no longer existing in the wild in Canada, but occurring elsewhere.
3. **Endangered (E)** - A species facing imminent extirpation or extinction.
4. **Threatened (T)** - A species likely to become endangered if limiting factors are not reversed.
5. **Special Concern (SC)** - A species that is particularly sensitive to human activities or natural events but is not an endangered or threatened species.
6. **Data Deficient (DD)** - A species for which there is inadequate information to make a direct, or indirect, assessment of its risk of extinction.
7. **Not At Risk (NAR)** - A species that has been evaluated and found to be not at risk

Several red and blue listed species are known to occur in the RMOW (Conservation Data Centre Tracking List, 2020). These species have been listed in Table 5.4-11 along with their potential to

occur within the subject area based on habitat availability, habitat requirements and known distribution.

Table 13 Potential Rare and Endangered Wildlife Species Occurring in the RMOW

Common Name Scientific name	Status		Habitat Requirements	Potential Occurrence
	BC List	SARA		
Northern goshawk *Accipiter gentilis laingi*	Red	Threatened	Coastal forests of BC, especially central and northern coastal islands. Closest known occurrence is the Gulf Islands	**Possible** – foraging habitat aerial sightings in Whistler area.
Green sturgeon *Acipenser medirostris*	Blue	Special Concern	Found in estuaries, lower reaches of large rivers, and in salt or brackish water off river mouths.	**Unlikely** – no suitable habitat on site.
White sturgeon *Acipenser transmontanus*	-	Endangered	Occurs along the Pacific Coast of British Columbia. Significant populations are restricted to large river systems.	**Unlikely** – no white sturgeon found in Whistler.
Western pond turtle *Actinemys marmorata*	Red	Extinct	Two specimen were collected in the lower Fraser Valley in the 1930s and another observed in 1966. There have been no other sightings in BC.	**Unlikely** – not observed in the Whistler area.
Western grebe *Aechmophorus occidentalis*	Red	Special Concern	Marshes, lakes, and bays; in migration and winter also sheltered seacoasts, less frequently along rivers (Subtropical and Temperate zones).	**Unlikely** – not observed in Whistler area.
White-throated swift *Aeronautes saxatalis*	Blue	-	Primarily mountainous country, especially near cliffs and canyons where breeding occurs; forages over forest and open situations in a variety of habitats (Subtropical and Temperate zones).	**Unlikely** – no cliffs or canyons on subject site.
Oregon forestsnail *Actinemys marmorata*	Red	Endangered	Habitat requirements of *A. townsendiana* are poorly known. It occupies mixedwood and deciduous forests, typically dominated by Bigleaf Maple (*Acer macrophyllum*).	**Unlikely** – no Bigleaf Maple on site.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Nelson's sparrow *Ammospiza nelsoni*	Red	-	BREEDING: Freshwater marshes and wet meadows in interior and brackish marshes along coast. Nests on ground in matted bed of rushes or under mat of grasses, in dense grass or sedges, or several centimeters above wet ground in dense clump of grass.	**Unlikely** – no marshes, meadows or dense grass on site.
Western toad *Anaxyrus boreas*	Yellow	Special Concern	Various upland habitats around ponds, lakes, reservoirs, and slow-moving rivers and streams.	**Possible** – in riparian areas and wetlands on subject site
Mountain beaver *Aplodontia rufa*	Yellow	Special Concern	This subspecies is associated with coniferous, mixed and Red Alder forests on moist slopes or hillsides near small streams or seeps. Humid sites with a dense understory are ideal. An important requirement is deep soils suitable for excavating burrow systems and tunnels.	**Unlikely** – habitat range is Fraser Valley area.
Great blue heron *Aredea herodias fannini*	Blue	Special Concern	Aquatic areas <0.5 m deep, fish bearing streams and rivers, undisturbed nesting in tall trees. Closest known occurrence is Lost Lake.	**Possible** – foraging in riparian areas on subject site
Emma's dancer *Argia emma*	Blue	-	Along rivers, creeks and sometimes wave-washed lake beaches.	**Unlikely** – no known occurrences in Whistler area
Vivid dancer *Argia vivida*	Blue	Scpecial Concern	Rare. Associated with cool or hot springs. Montane. Southern B.C. from the Coast Mountains to the Rockies.	**Unlikely** – no springs on site.
Coastal tailed frog *Ascaphus truei*	Yellow	Special Concern	Although they may be found in fish-bearing streams, tailed frogs typically occur in non-fish bearing, permanent, cold, fast flowing mountain streams that flow over rocky substrates.	**Possible**- within Cheakamus Creek

Common Name Scientific name	Status		Habitat Requirements	Potential Occurrence
	BC List	SARA		
Sort-eared owl *Asio flammeus*	Blue	Special Concern	In general, any area that is large enough, has low vegetation with some dry upland for nesting, and that supports suitable prey may be considered potential breeding habitat, although many will not have breeding short-eared owls. Nearby water is a requirement for nesting habitat.	**Unlikely** – Not found in the Whistler area. *
Upland sandpiper *Bartramia longicauda*	Red	-	Preferred habitat includes large areas of short grass for feeding and courtship with interspersed or adjacent taller grasses for nesting and brood cover.	**Unlikely** – not known in the Whistler area
American bittern *Botaurus lentiginosus*	Blue	-	Nests primarily in inland freshwater wetlands, sometimes in tidal marshes or in sparsely vegetated wetlands or dry grassy uplands.	**Unlikely** – No known Sightings in Whistler area
Marbled murrelet *Brachyramphus marmoratus*	Blue	Threatened	Coastal areas within 2 km of shore, occasionally on rivers and lakes within 20 km of the ocean in old growth forest. Closest known occurrence is Toba River.	**Unlikely**- no old growth forest.
Brant *Branta bernicla*	Blue	-	In winter, this species occurs primarily in marine situations that are marshy, along lagoons and estuaries, and on shallow bays, often in areas with eelgrass. Areas dominated by large freshwater lakes and estuaries provide important summer molting areas.	**Unlikely** – No suitable habitat on site.
Rough-legged hawk *Buteo lagopus*	Blue	-	Grasslands, field, marshes, sagebrush flats, and open cultivated areas; sometimes rat-infested garbage dumps. Nests on cliffs (typically) or in trees in arctic and subarctic, in tundra, mountain sides, forests with plenty of open ground.	**Unlikely** – Not observed in Whistler area.
Green heron *Butorides virescens*	Blue	-	Aquatic areas, especially slow moving, shallow waters with good riparian cover. Known to occur in the Whistler area.*	**Possible** - foraging in riparian areas of the site

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Smith's longspur *Calcarius pictus*	Blue	-	BREEDING: Dry, grassy, and hummocky tundra (AOU 1983). NON-BREEDING: in migration and winter in grassy and weedy areas, fields, prairies and airports.	**Unlikely** – No suitable habitat on site.
Red knot *Calidris canutus*	Red	Threatened / Endangered	Primarily seacoasts on tidal flats and beaches, less frequently in marshes and flooded fields. On sandy or pebbly beaches, especially at river mouths; feeds on mudflats, loafs and sleeps on salinas and salt-pond dikes.	**Unlikely** – No suitable habitat on site.
Western pine elfin *Callophrys eryphon sheltonensis*	Blue	-	Alpine/Tundra / Krummholtz / Unknown Grassland/Shrub / Shrub - Natural / Unknown Wetland / Bog / Facultative - frequent use.	**Possible** – confirmed in Whistler area
Johnson's hairstreak *Callophrys johnsoni*	Red	-	Primary habitat consists of older coniferous forests, especially those with Western Hemlock (*Tsuga heterophylla*) that are infected by dwarf mistletoe (*Arceuthobium tsugense*). However, it is also found in other forest types, most notably in Ponderosa Pine (*Pinus ponderosa*) or Gray Pine (*P. sabiniana*) forests infected with Western Dwarf Mistletoe (*A. campylopodum*).	**Unlikely** – Not known to occur in the Whistler area
Canada warbler *Cardellina canadensis*	Blue	Threatened	In migration, this warbler uses various forest, woodland, scrub, and thicket habitats, mostly in humid areas. In winter, it occurs in forested areas of foothills and mountains.	**Unlikely** – Not known to occur in the Whistler area.
Western thorn *Carychium occidentale*	Blue	-	In low elevation forests in rich, relatively undisturbed leaf litter; usually dominated by Bigleaf maple.	**Unlikely** – No suitable habitat on site.
Mountain sucker *Catostomus platyrhynchus*	Blue	Special Concern	This sucker appears to prefer clear, cold creeks and small to medium rivers with clear rubble, gravel or sand substrate.	**Unlikely** – not known in Whistler area.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Salish sucker *Catostomus* sp. 4	Red	Threatened	Habitat includes lowland streams and associated ponds and (in Washington) lakes.	**Unlikely** –not observed in Whistler area
Common wood-nymph *Cercyonis pegala incana*	Red	-	Common Woodnymphs occur across southern BC in grassy forest openings, clearcuts, roadsides, meadows, and stream banks.	**Unlikely** – Not known in Whistler area.
Roosevelt elk *Cervus elaphus roosevelti*	Blue	-	Roosevelt Elk, inhabiting the southern coastal rainforests, are usually found in valley bottoms in most seasons, even in summer in some areas. Herbs and stands of shrub seedlings, along with riparian areas, provide the main foraging areas for Roosevelt Elk, while older forests supply security cover against predators.	**Unlikely** – Little old forest on site, in close proximity to residential dwellings and high levels of traffic near by.
Northern rubber boa *Charina bottae*	Yellow	Special Concern	Rubber Boas are most often associated with low elevation mountainsides. Here they can take advantage of warm aspect slopes	**Unlikely** – Closest known location is Pemberton.
Hoffman's checkerspot *Chlosyne hoffmanni*	Red	-	Openings and meadows in valleys in Canadian Zone forest.	**Unlikely** – Not known to occur in the Whistler area.
Lark sparrow *Chondestes grammacus*	Blue	-	Nests are either on the ground or close to the ground (most often within 4 meters) in woody vegetation. Ground nests may be located in areas of sparse ground cover such as those areas associated with burning, moderate to heavy grazing, or poor or eroded soils.	**Unlikely** – Not known to occur in the Whistler area.
Common nighthawk *Chordeiles minor*	Yellow	Threatened	Mountains and plains in open coniferous forest, savanna, grassland and towns. Nesting occurs on the ground on a bare site in an open area.	**Possible**-confirmed in Whistler area*.
Painted turtle *Chrysemys picta* pop. 1	Red	Endangered	Painted turtles live in slow-moving, shallow waters with soft bottoms, basking sites, and aquatic vegetation.	**Unlikely** – Not known in the Whistler area.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Hairy-necked tiger Beetle *Cicindela hirticollis*	Blue	-	Associated with sand beaches*	**Unlikely-** No suitable habitat.
Evening grosbeak *Coccothraustes vespertinus*	Yellow	Special Concern	Coniferous (primarily spruce and fir) and mixed coniferous-deciduous woodland, second growth, and occasionally parks; in migration and winter in a variety of forest and woodland habitats, and around human habitation.	**Possible-** foraging an nesting habitat on site.
Yellow-billed cuckoo *Coccyzus americanus*	Red	-	Open woodland (especially where undergrowth is thick), parks, deciduous riparian woodland; in the West, nests in tall cottonwood and willow riparian woodland. Nests in deciduous woodlands, moist thickets, orchards, overgrown pastures; in tree, shrub, or vine, an average of 1-3 meters above ground.	**Unlikely** – not known in Whistler area
Sharp-tailed snake *Contia tenuis*	Red	Endangered	In British Columbia, the Sharp-tailed Snake occurs in low-elevation woodland habitats dominated by Douglas-fir, arbutus and/or Garry oak. The snakes are often found in small openings on talus rocky outcrops and on warm hillsides	**Unlikely-** outside of distribution range.
Olive-sided flycatcher *Contopus cooperi*	Blue	Threatened	Mixed coniferous-deciduous forest with old growth snags along forest edges. Known to occur in the Whistler area.*	**Unlikely-**no suitable habitat.
Townsend's big-eared bat *Corynorhinus townsendii*	Blue	-	On the West Coast, Townsend's big-eared bats are found regularly in forested regions and buildings, and in areas with a mosaic of woodland, grassland, and/or shrubland. In California and Washington, they are known from limestone caves, lava tubes, and human-made structures in coastal lowlands, cultivated valleys, and nearby hills covered with mixed vegetation.	**Unlikely – No** cliffs, caves or structures on site.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Coastrange sculpin (Cultus ssp.) *Cottus aleuticus* pop. 1	Red	Threatened	Confined to the deeper waters of a low elevation montane lake.	**Unlikely** – Not known in the Whistler area
Puget oregonian *Cryptomastix devia*	Red	Extinct	In the US, it is a mature forest specialist; inhabits moist old-growth and late successional forests and riparian areas at low and mid elevation; in course woody debris and leaf litter.	**Unlikely** – little old growth forest, no riparian areas and little CWD.
Black swift *Cypseloides niger*	Blue	Endangered	Nests behind or next to waterfalls and wet cliffs, on sea cliffs and in sea caves.	**Unlikely**- not near ocean or suitable cliff nesting habitat.
Monarch *Danaus plexippus*	Red	Special Concern	In general, breeding areas are virtually all patches of milkweed in North America and some other regions. The critical conservation feature for North American populations is the overwintering habitats, which are certain high altitude Mexican conifer forests or coastal California conifer or Eucalyptus groves as identified in literature.	**Unlikely**-no suitable habitat.
Coastal giant salamander *Dicamptodon tenebrosus*	Blue	Threatened	Larvae and paedomorphic adults usually inhabit clear, cool or cold, well-oxygenated streams and often take cover under stones.	**Unlikely** – Not known in the Whistler area
Bobolink *Dolichonyx oryzivorus*	Blue	Threatened	This species generally selects habitat with moderate to tall vegetation, moderate to dense vegetation, and moderately deep litter.	**Unlikely**-not known in the Whistler area
Alkali bluet *Enallagma clausum*	Blue	-	Lakes / Pond/Open Water / Facultative - frequent use Other Unique Habitats / Alkali Ponds/Salt Flats / Facultative - frequent use.	**Unlikely** – Not known in the Whistler area.
Silver-Spotted Skipper *Epargyreus clarus californicus*	Red	-	Pretty much any place with lots of the major foodplants which are usually ROBINIA or AMORPHA whether wild or cultivated, native or not. Strays possible in any habitat.	**Unlikely** – Site does not contain robina or amorpha.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Horned Lark *Eremophila alpestris strigata*	Red	Endangered	Habitat consists of large expanses of bare or thinly vegetated land, including fields, prairies, dunes, upper beaches, airports, and similar areas with low/sparse grassy vegetation.	**Unlikely** – Snot known in Whistler area
Propertius Duskywing *Erynnis propertius*	Red	-	Butterfly; Open oak or mixed woodlands with the foodplant oaks.	**Unlikely**- No oak on site.
Western Pondhawk *Erythemis collocata*	Blue	-	Around ponds and marshy lakes, especially where floating plants occur.	**Unlikely** – Not known in the Whistler area
Steller Sea Lion *Eumetopias jubatus*	Blue	Special Concern	Marine habitats include coastal waters near shore and over the continental slope.	**Unlikely** – No water habitat on site.
Rusty Blackbird *Euphagus carolinus*	Blue	Special Concern	Breeds in habitats that are dominated by coniferous forest with wetlands nearby including bogs, marshes and beaver ponds. During the winter, it is found in wet woodlands, swamps, and pond edges and often forages in agricultural lands.	**Unlikely** – Unlikely to be resident in whistler*.
Dun Skipper *Euphyes vestris_*	Blue	Threatened	The Dun Skipper is known from southern Vancouver Island, the Lower Mainland, and the Fraser River canyon upstream to Lillooet.	**Unlikely** –Not known in Whistler.
Prairie Falcon *Falco mexicanus*	Red	-	Primarily open situations, especially in mountainous areas, steppe, plains or prairies. Typically nests in pot hole or well-sheltered ledge on rocky cliff or steep earth embankment.	**Unlikely** – No cliff areas on subject site.
Peregrine Falcon *Falco peregrinus anatum*	Red	Special Concern	Cliff edges near water, interior rivers and wetlands .*	**Unlikely**- Unlikely to be present in the RMOW*.
Gyrfalcon *Falco rusticolus*	Blue	-	Usually nests on cliff ledges, ideally beneath sheltering overhang; sometimes nests in trees or on man-made structures.	**Unlikely** – Not known in the Whistler area.*
Tufted Puffin *Fratercula cirrhata*	Blue	-	Nests on offshore islands or along the coast.	**Unlikely**-no suitable habitat.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Northern Fulmar *Fulmarus glacialis*	Red	-	Pelagic. Nests in colonies primarily on sea cliffs, less frequently on low flat rocky islands.	**Unlikely**-no suitable habitat.
Prairie Fossaria *Galba bulimoides*	Blue	-	Physical barriers, particularly for flowing water, is presence of upland habitat between water connections. High waterfalls and anthropogenic barriers to water flow such as dams are barriers as they limit movement in an upstream direction.	**Unlikely** – barrier of waterfalls restrict from Whistler.
Dusky Fossaria *Galba dalli*	Blue	-	Physical barriers, particularly for flowing water, is presence of upland habitat between water connections. High waterfalls and anthropogenic barriers to water flow such as dams are barriers as they limit movement in an upstream direction.	**Unlikely** – barrier of waterfalls restrict from Whistler.
Pygmy Fossaria *Galba parva*	Blue	-	On wet mud flats, lakeshores and riverbanks.	**Unlikely** – no Whistler observations
Wolverine *Gulo gulo luscus*	Blue	Special Concern	A range of habitat types from valley bottoms to alpine meadows, strongly associated with the presence of large ungulate prey.	**Unlikely**-close to residential area
Star Gyro *Gyraulus crista*	Blue	-	Habitat is freshwater.	**Unlikely** – no Whistler observations.
Northern Abalone *Haliotis kamtschatkana*	Red	Endangered	Habitat is predominantly kelp beds along outer well-exposed coasts.	**Unlikely**-no suitable habitat.
Pale Jumping-Slug *Haliotis kamtschatkana*	Blue	-	In dry to moist coniferous forests, on and around mossy stumps, rocks and logs; also in leaf litter.	**Unlikely** – Site contains little forest and few mossy stumps.
Western Branded Skipper *Hesperia Colorado oregonia*	Red	-	A butterfly of open arid land habitats, this skipper is especially common on hillsides and in valleys.	**Unlikely** – No known occurrences in the Whistler area.*
Barn Swallow *Hirundo rustica*	Blue	Threatened	Open areas, fields, ponds with vertical nesting habitat, especially buildings. Known to occur in the Whistler area.*	**Unlikely**-no suitable habitat.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Caspian Tern *Hydroprogne caspia*	Blue	-	Seacoasts, bays, estuaries, lakes, marshes, and rivers.	**Unlikely**-no suitable habitat.
Yellow-breasted Chat *Icteria virens*	Red	Endangered	Associated with shrubby and riparian habitats with open canopies and dense subcanopy layers	**Unlikely**-no suitable habitat.
California gull *Larus californicus*	Blue	-	Seacoasts, bays, estuaries, mudflats, marshes, irrigated fields, lakes, ponds, dumps, cities, and agricultural lands	**Unlikely**-no suitable habitat.
Snowshoe hare *Lepus americanus washingtonii*	Red	-	Dense cover of coniferous or mixed forests, with abundant understory vegetation. Non-fragmented, adequately sized patches of forests, deciduous woodlands, orchards, tree plantations, and riparian woodlands provide the preferred range of foraging and breeding habitats.	**Unlikely**- Only known to occur in the lower mainland.
Short-billed Dowitcher *Limnodromus griseus*	Blue	-	mudflats, estuaries, shallow marshes, pools, ponds, flooded fields and sandy beaches. Prefers shallow salt water with soft muddy bottom, but visits various wetlands during migration.	**Unlikely**-no suitable habitat.
Hudsonian Godwit *Limosa haemastica*	Red	Threatened	Nests on grassy tundra, near water. Bogs and marshes. Near coast or river. Nests on the ground in a sparsely lined depression, in or under edge of prostrate dwarf birch or on dry top of hummock in sedge marsh	**Unlikely**-no suitable habitat.
Western Screech-Owl *Megascops kennicottii kennicotti*	Blue	Threatened	Associated with riparian zones with Broadleaf Maple or Black Cottonwood	**Unlikely**-no suitable habitat.
Lewis's Woodpecker *Melanerpes lewis*	Blue	Threatened	Three distinct habitats are used in British Columbia: open areas with scattered trees, riparian forests adjacent to open areas; and burns	**Unlikely**-no suitable habitat.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Black Scoter *Melanitta americana*	Blue	-	Mostly coastal waters, less commonly on large inland lakes and rivers when not breeding. Nests near lakes and pools on grassy or bushy tundra and in northern taiga	**Unlikely**-no suitable habitat.
Surf Scoter *Melanitta perspicillata*	Blue	-	Primarily marine littoral areas, less frequently in bays or on freshwater lakes and rivers	**Unlikely**-no suitable habitat normally found migrating on lakes
Long-tailed weasel *Mustela frenata altifrontalis*	Red	-	Cultivated field, alpine, tundra, conifer forest, grassland, rocky habitat and wetlands	**Unlikely**- Only known to occur in the lower mainland.
Southern Red-backed Vole *Myodes gapperi occidentalis*	Red	-	Conifer forest, riparian area, bog	**Unlikely**- Only known to occur in the lower mainland.
Little brown myotis *Myotis lucifugus*	Yellow	Endangered	Summer roosts are in buildings and other man-made structures, tree cavities, rock crevices, caves and under the bark of trees. Uses underground habitat such as caves for hibernacula * Confirmed in the Whistler Area.	**Possible**-in tree cavities and forests on site
Long-billed Curlew *Numenius americanus*	Blue	Special Concern	Prairies and grassy meadows, generally near water	**Unlikely** – no suitable habitat.
Black-crowned Night-heron *Nycticorax nycticorax*	Red	-	Marshes, swamps, wooded streams, mangroves, shores of lakes, ponds, lagoons; salt water, brackish, and freshwater situations. Roosts by day in mangroves or swampy woodland	**Unlikely** – no suitable habitat.
Grappletail *Octogomphus specularis*	Red	-	Along wooded streams draining lakes	**Unlikely** – no suitable habitat.
Audouin's Night-stalking Tiger Beetle *Omus audouini*	Red	Threatened	Low elevation coastal terrain. All sites in B.C. are less than 20 m above sea level and within 3 km of the saltwater shoreline	**Unlikely** – no suitable habitat.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Cutthroat trout *Oncorhynchus clarkii clarkii*	Blue	-	Sea-run populations, freshwater-resident populations (lacustrine and fluvial) and headwater stream populations.	**Unlikely** – not observed in the Whistler area
Sinuous snaketail *Ophiogomphus occidentis*	Blue	-	Fly along clear streams and sandy lakeshores; uncommon in settled areas, at least partly because the burrowing larvae are sensitive to changes in water flow and siltation.	**Unlikely** – never been documented in Whistler*.
Mountain goat *Oreamnos americanus*	Blue	-	Alpine and subalpine habitat; steep grassy talus slopes, grassy ledges of cliffs, or alpine meadows. Usually at timberline or above. May seek shelter and food in stands of spruce or hemlock in winter.	**Unlikely**-site is not above timberline.
Sage Thrasher *Oreoscoptes montanus*	Red	Endangered	Sagebrush plains, primarily in arid or semi-arid situations, rarely around towns	**Unlikely** – no suitable habitat.
Blue Dasher *Pachydiplax longipennis*	Blue	-	Ponds and lakes with abundant vegetation in the water and along the shore	**Unlikely** – no suitable habitat.
Indra Swallowtail *Papilio indra*	Red	-	Caterpillar Hosts: Aromatic herbs of the parsley family (Apiaceae) growing among rocks. Adult Food: Flower nectar	**Unlikely** – no suitable habitat.
Clodius parnassian *Parnassius clodius pseudogallatinus*	Blue	-	Populations on the coast occur in moist riparian habitats along low-elevation streams. Wet subalpine meadows and subalpine riparian habitats are used at higher elevations.	**Unlikely** – no suitable habitat.
Band-tailed pigeon *Patagioenas fasciata*	Blue	Special Concern	Coniferous and mixed deciduous lowland forests. Known to occur in the Whistler area.*	**Possible**-coniferous lowland forest on site.
American White Pelican *Pelecanus erythrorhynchos*	Red	-	Habitat includes rivers, lakes, reservoirs, estuaries, bays, and open marshes, sometimes inshore marine habitats	**Unlikely** – no suitable habitat.
Double-crested Cormorant *Phalacrocorax auritus*	Blue	-	Lakes, ponds, rivers, lagoons, swamps, coastal bays, marine islands, and seacoasts; usually within sight of land. Nests on the ground or in trees in freshwater situations, and on coastal cliffs	**Unlikely** – no suitable habitat.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Red-necked Phalarope *Phalaropus lobatus*	Blue	-	Primarily pelagic, sometimes occurring in migration on ponds, lakes, open marshes, estuaries, and bays	**Unlikely** – no suitable habitat.
Rocky mountain physa *Physella propinqua*	Blue	-	This species is found in permanent, cool water habitats, most often in lakes. Pools in medium rivers or shallow water of lakes .	**Unlikely** – No known occurrence in Whistler or near whistler*.
Sunset physa *Physella virginea*	Blue	-	The type locality of this species is Mountain Lake, but otherwise the habitat needs of this species are unknown.	**Unlikely**– No known occurrence in Whistler or near whistler*.
Meadow Rams-horn *Planorbula campestris*	Blue	-	This species is found in vegetated vernal ponds, swamps, and springtime flooded portions of permanent water bodies	**Unlikely** – no suitable habitat.
American Golden-Plover *Pluvialis dominica*	Blue	-	Short grasslands, pastures, golf courses, mudflats, sandy beaches, and flooded fields	**Unlikely** – no suitable habitat.
Eared grebe *Podiceps nigricollis*	Blue	-	Marshes, ponds and lakes; in migration and winter also salt lakes, bays, estuaries and seacoasts	**Unlikely** – not known in Whistler area
Purple Martin *Progne subis*	Blue	-	A wide variety of open and partly open situations, frequently near water or around towns	**Unlikely** – no suitable habitat.
Cassin's Auklet *Ptychoramphus aleuticus*	Red	Special Concern	Mostly pelagic, less frequently along rocky seacoasts	**Unlikely** – no suitable habitat.
Northern red-legged frog *Rana aurora*	Blue	Special Concern	Wetlands, pools, and riparian areas of upland forests	**Possible** – wetland and riparian habitat on site
Oregon Spotted Frog *Rana pretiosa*	Red	Endangered	Usually it occurs in vegetated shallows or among grasses or sedges along the margins of streams, lakes, ponds (including those behind beaver dams), oxbows, springs, and marshes	**Unlikely** – not observed in Whistler area
American Avocet *Recurvirostra americana*	Blue	-	Lowland marshes, mudflats, ponds, alkaline lakes, and estuaries	**Unlikely**- No suitable habitat

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Nooksack Dace *Rhinichthys cataractae - Chehalis lineage*	Red	Endangered	Adult habitat is riffles, typically with a loose coarse-gravel substrate and a flow of around 0.25 m/sec; young occur in shallow margins of the tail ends of pools with mud/sand substrates; eggs usually are found near the top ends of riffles	**Unlikely** – No know occurrence in Whistler
Bull trout *Salvelinus confluentus*	Blue	-	The bottom of deep pools in cold rivers and large tributary streams, often in moderate to fast currents with temperatures of 45-50 F; also large coldwater lakes and reservoirs.	**Unlikely** – Although bull trout is observed in the lower sections of Cheakamus River adjacent to the site fish obstacles make the occurrence unlikely.
Bull trout *Salvelinus confluentus pop. 28*	Blue	Special Concern	The Southcoast British Columbia populations inhabit the Skagit, Squamish, Ryan, Lillooet, Pitt and Lower Fraser Rivers, the Pitt, Birkenhead, Chilliwack, and Chehalis Lakes, and Phelix and Ure Creeks.	**Unlikely** – Although bull trout is observed in the lower sections of Cheakamus River adjacent to the site fish obstacles make the occurrence unlikely.
Townsend's Mole *Scapanus townsendii*	Red	Endangered	Pastures, prairies, and shrub habitats in lowlands and flood plains, and occasionally in true fir (ABIES) forests	**Unlikely**- Only known to occur in the lower mainland.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Black-throated Green Warbler *Setophaga virens*	Blue	-	Breeds in coniferous, mixed coniferous-deciduous, and entirely deciduous forests, including forest edge, second growth, hemlock forest, cedar-grown pastures, larch bogs, and swamps. In migration and winter, occurs in various open forest, woodland, scrub, second growth, and thicket habitats ; prefers forest canopy and edges, pasture trees, and semi-open, sometimes in low scrubby second growth	**Unlikely-** Nearest record in Fort Saint John.
Pacific water shrew *Sorex bendirii*	Red	Endangered	Inhabits the coastal lowlands of northern California, Oregon, Washington and British Columbia, where it is restricted to the lower Fraser River valley.	**Unlikely –** restricted to southern and lower elevation habitat.
Olympic shrew *Sorex rohweri*	Red	-	Mixed deciduous forest of red alder, birch, Sitka spruce, western hemlock; Sitka spruce-western hemlock forest; lodgepole pine forest; and in canary grass bordering a ditch ~15 m from a mixed forest	**Unlikely-** Only known to occur in the lower mainland.
Trowbridge's shrew *Sorex trowbridgii*	Blue	-	Mature forest (dry or moist) with abundant ground litter; forested canyons and ravines, and swampy woods; deep rank grass near salmonberry thickets (Destructioin Island off Washington); riparian fringe areas (but not streamside); under chaparral (at southern edge of range); cut forest if sufficient ground cover present	**Unlikely-** Only known to occur in the lower mainland.
Zerene Fritillary *Speyeria zerene bremnerii*	Red	-	Deciduous forest, grassland and meadow	**Unlikely-** No suitable habitat.
Herrington Fingernailclam *Sphaerium occidentale*	Blue	-	vernal pools and ditches, among grass and leaves	**Unlikely-**. No know occurrence in Whistler
Rocky Mountain Fingernailclam *Sphaerium patella*	Red	-	lakes, rivers, sloughs, and streams	**Unlikely-** No know occurrence in Whistler

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Striated fingernailclam *Sphaerium striatinum*	Blue	-	Thrives in both lotic and lentic environments and on mud, sand, gravel and rock substrates and is most abundant at water depths of less than 2 m.	**Unlikely**- No know occurrence in Whistler or near Whistler*
Pygmy Longfin Smelt *Spirinchus* sp. 1	Red	-	Large, oligotrophic, fiord lakes	**Unlikely**- No known occurrences in Whistler
Widelip Pondsnail *Stagnicola traski*	Blue	-	Unknown	**Unlikely**- No known occurrences in Whistler.
Forster's Tern *Sterna forsteri*	Red	-	Freshwater and salt marshes, in migration and winter also seacoasts, bays, estuaries, rivers and lakes.	**Unlikely**- No suitable habitat.
Spotted owl *Strix occidentalis*	Red	Endangered	Dense forest and deep wooded canyons; generally in mature stands or old growth ; requires cool summer roosts. Nests on broken tree top, cliff ledge, in natural tree cavity, or in tree on stick platform, often the abandoned nest of hawk or mammal; sometimes in cave.	**Unlikely**– Unlikely to occur in Whistler*.
Autumn Meadowhawk *Sympetrum vicinum*	Blue	-	In ponds, slow streams and lakes with dense, emergent vegetation	**Unlikely**- No suitable habitat.
Ancient Murrelet *Synthliboramphus antiquus*	Blue	Special Concern	Mostly offshore or pelagic, mainly over the continental shelf and slope; also close to shore in some areas. In winter, commonly within sight of land, especially around Vancouver Island.	**Unlikely**- No suitable habitat.
Black Petaltail *Tanypteryx hageni*	Blue	-	Found in seepage areas and bogs, flat or on hillsides, often associated with streams and usually not under forest canopy in wet mountain ranges.	**Unlikely**- No suitable habitat.
Eulachon *Thaleichthys pacificus*	Blue	-	Found near shore and in coastal inlets and rivers. Possibly to 625 m depth. Spends most of its life in the sea, returning to freshwater streams to spawn.	**Unlikely**- Not known to occur in the Whistler area.

Common Name Scientific name	Status BC List	 SARA	Habitat Requirements	Potential Occurrence
Wandering Tattler *Tringa incana*	Blue	-	Mostly restricted to the alpine zone, usually breeds along rocky or scrubby vegetated edges of mountain streams and lakes; frequents rapidly-flowing streams and tundra habitats, wet meadows, moraine deposits, scree slopes, braided rivers, sometimes found in forest clearings away from water.	**Unlikely**- No suitable habitat.
Barn Owl *Tyto alba*	Red	Threatened	Fields of dense grass. Open and partly open country (grassland, marsh, lightly grazed pasture, hayfields) in a wide variety of situations, often around human habitation	**Unlikely**- No suitable habitat.
Common Murre *Uria aalge*	Red	-	Pelagic and along rocky seacoasts. Nests in the open or in crevices on broad and narrow cliff ledges, on stack (cliff) tops, and on flat, rocky, low-lying islands	**Unlikely**- No suitable habitat.
Grizzly bear *Ursus arctos*	Blue	Special Concern	Non-forested or partially forested sites with a wide range of foraging opportunities and choice of habitats. Closest known occurrence is the Sproatt/Callaghan valley area.	**Unlikely**- site is close to urban development with dense forest, although a grizzly bear was spotted in the RMOW in May 2020.

All references from CDC explorer (BC MOE 2020) except *references from Brett 2016 from the Whistler Biodiversity Project.

3.8.1 Amphibians

Amphibian species of concern potentially occurring within the Phase 2 site include the blue-listed red-legged frog (Special Concern) and western toad (Special Concern) (see Table 13). The coastal tailed frog (Special Concern) is typically found in small, clear, steep streams (Corkran and Thoms 1996); however, since these streams do not occur within the WAV site, tailed frogs are unlikely to occur within the Phase 2 area. The preferred habitats of the red-legged frog include moist coniferous forests and forested wetlands such as those found in Polygons 1 and 2 within the Phase 2 area (Corkran and Thoms 1996). A search of wetlands within the area on 16 May 2006 did not yield any of the distinctive egg masses of this species. For these reasons, the red-legged frog is considered to be an unlikely inhabitant of wetlands on the Phase 2 site. The western toad is known to occur in the Cheakamus Crossing area and is known to inhabit the compensation pond. A search of wetlands within the Project area did not find any of the distinctive egg strings of this species.

3.8.2 Birds

The Conservation Data Centre tracking list for the RMOW lists eight potential bird species (see Table 13). Of these, only the blue-listed band-tailed pigeon and the red-listed *laingii* subspecies of Northern Goshawk have reasonable potential to occur in the Phase 2 area. However, more likely it would be the interior subspecies of northern goshawk, *atricapillus*, which is not listed by the province and populations are considered to be stable. At this time it remains uncertain which subspecies is resident in the Whistler area.

The band-tailed pigeon may be an inhabitant of the coniferous and mixed forests of the subject property since band-tailed pigeon is a tree nester and known to occur in the Whistler area (CHiRP 2006). Like other columbiformes this bird requires access to mineral springs or graveling sites.

The blue-listed great blue heron may occasionally forage along the Cheakamus River, however, nesting is unlikely due to relatively poor foraging opportunities in the area. Great blue herons tend to nest colonially and their nests are conspicuous. No such nests have been observed on the Phase 2 lands.

Spotted owls rely heavily on relatively large tracts of contiguous old growth forest habitat (Campbell et al. 1990), a habitat type that has been heavily disturbed in the Whistler area. There are fewer than 10 spotted owls left in the province and the last record in the Whistler area was in the Callahan Valley more than 35 years ago. For these reasons, spotted owls are not expected to occur on the subject property.

In addition, the following species could potentially occur on the Phase 2 site:

- Green heron
- Common nighthawk
- Evening grosbeak

3.8.3 Mammals

There are five listed mammal species with the potential to occur on the site (see Table 13). However, none of these are expected to occur with any regularity. Keens' long-eared myotis is limited to low elevation coastal forests and is generally associated with the availability of roosting sites and hibernacula (Cannings et al., 1999). The only known colony is in a thermal area on Hotspring Island in the Queen Charlottes (Nagorsen and Brigham 1993). Townsend's big-eared bat has some potential to forage over the property, but most known occurrences are at much lower elevations. The distribution of these species tends to be associated with the availability of roosting sites and hibernacula (Cannings et al. 1999).

The grizzly bear, although occasionally seen in the back-country areas in the Callaghan Valley, is extremely uncommon in Whistler, despite many black bear sightings. Grizzly bear are much more sensitive to human disturbance and are not anticipated on the site.

Wolverine is a wide-ranging carnivore adapted to high altitude living, even in winter. Wolverines are most often found in the Whistler area at higher elevations (i.e., AT biogeoclimatic zone); however, they are not anticipated on the site due to the absence of suitable habitats.

The fisher is a medium-sized member of the weasel family that prefers mixed wood stands and riparian habitats (Cannings et al. 1999). LRMP mapping does not indicate the presence of fisher in the Whistler area and it is believed to be extirpated from the southwestern British Columbia. As with wolverine and grizzly bear, fishers avoid areas of human presence. For these reasons it is unlikely fisher occur in the Phase 2 area.

3.8.4 Invertebrates

The only listed insect species that potentially occurs within the Phase 2 area is the blue-listed and threatened dun skipper and western pine elfin. The dun skipper butterfly is known to inhabit fields and pastures, railroad and powerline right-of-ways, roadside ditches (including old logging roads), and on mountains up to 2,745 m (Sheperd 2000; Guppy and Sheperd 2001). It feeds on the nectar of fireweed and mints (which are present at the site) as well as a sedge species (Guppy and Sheperd 2001). The deciduous forests and open habitats in the area may be appropriate habitat for the dun skipper, so occurrence of the species in the area should not be ruled out. The western pine elfin generally prefers alpine and subalpine areas but could use the wetlands on the Phase 2 site.

3.9 Valued Ecosystem Components

A number of valued ecosystem components were identified during the *Canadian Environmental Assessment Act* review process. The are discussed in this section in the context of the Phase 2 lands.

3.9.1 Wildlife Trees

Wildlife trees include significant standing snags, veteran trees, and trees with broken tops. These trees are important as perching areas for raptors and other large birds such as red-tailed hawk (*Buteo jamaicensis*), bald eagle, and merlin (*Falco columbarius*), as well as foraging and nesting sites for woodpeckers, small owls and other cavity nesting birds and small mammals. Existing woodpecker cavities are extremely important to secondary cavity users such as owls, swallows, chickadees, nuthatches, and small mammals such as northern flying squirrels and bats.

Large, mature trees are limited to the mature forested areas of Polygons 4 and 9 and portions of the riparian areas around the Cheakamus River. Some of these mature trees exhibit characteristics that provide good perching habitat for birds, such as dead tops and bare limbs. Large snags with high habitat values are moderately common throughout the subject property. A significant wildlife tree was found in Polygon 9 and is illustrated below in Photo 14.

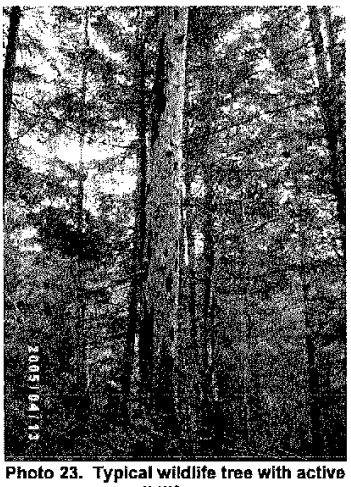


Photo 23. Typical wildlife tree with active wildlife use

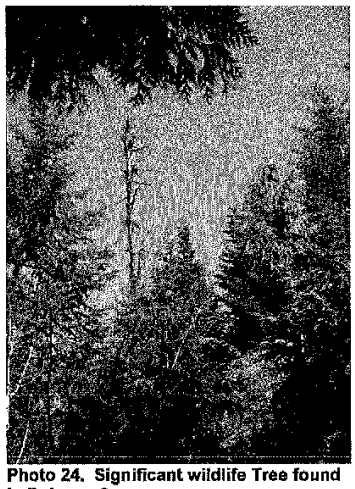


Photo 24. Significant wildlife Tree found in Polygon 9

3.9.2 Streams, Wetlands, and Riparian Areas

The Cheakamus River, ephemeral channels, and wetlands on and adjacent to the property provide important aquatic and riparian habitat for a variety of animal and plant species. Riparian areas typically have the most diverse vegetation communities in any given area. This diversity leads to an equally diverse wildlife assemblage through several trophic levels from insects to top food-chain carnivores. Although all the ephemeral streams are non-fish bearing, they are valued habitat for aquatic invertebrates and some amphibian species. In addition, they provide important nutrients and fresh water input to Cheakamus River. Streams and wetlands are particularly valuable when considered with their riparian vegetation component. Wetlands #2 and #3 likely provides valuable habitat for a number of terrestrial and avian wildlife species.

Streams and wetland habitats are utilized as drinking and preening areas for wildlife, and breeding areas for frogs, salamanders, and fish (when present). Riparian areas also serve as important buffering systems, protecting waterways adjacent to development from impacts such as sediment and stormwater introduction, particularly when adjacent development increases the impervious area of the region.

3.9.3 Wildlife Movement Corridors

The diversity of riparian habitats as well as the availability of a reliable water source equates to a broad variety of available forage for herbivorous and omnivorous species such as deer and bear with the result that riparian areas tend to be the primary movement corridors for most wildlife. Even birds, with the freedom to move about the landscape freely, tend to travel within riparian corridors when available. These corridors connect habitats within the subject property to adjacent forested areas while providing wildlife with thermal cover and security.

A previous wildlife corridor assessment completed by Cascade (2005), relating to wildlife movements along the river right bank of the Cheakamus River, documents black bear, coastal black-tailed deer, coyote, lynx, bobcat, Cougar, Marten, and Raccoon all moving frequently along the river corridor.

The primary movement corridor on the subject site appears to be the riparian areas and associated uplands of the Cheakamus River Valley. The Cheakamus River meets the site at its south end and curves around the east and north sides to pass away to the west. Any wildlife moving along this corridor, particularly those that are traveling at low elevations along the river, encounter Cheakamus Crossing and are required to either cross through the open areas or make their way around, either against the river or to the southwest. In the latter instance, they will also be required to go around the quarry that is operated in the area.

To the east of Cheakamus Crossing site, and to the east of the Cheakamus River lies the intersection between the Cheakamus River Valley and the Whistler Valley (Millar Creek to the south, Green River to the north). This area represents the intersection between two major movement corridors and as such, is expected to see a significant amount of wildlife movement from migratory species such as deer and bear, but also avian species such as eagles, hawks, and other raptors.

3.9.4 Rocky Outcrops and Talus Slopes

The most prevalent rocky bluffs are located within Polygons 10 and 12. Because of their dry and exposed characteristics, and unique plant species, rocky outcrops provide an aesthetic value to the subject property. Because they tend to be of sufficient height to rise above the surrounding canopy, they are valuable basking sites for reptiles and other animals, and important raptor perch (and potential nest) sites. The northern alligator lizard also prefers rocky habitats (Cannings et al, 1999) and is likely to occur in rocky areas of the subject property. Rock outcrops, particularly when cracked or containing cavities (caves) may also serve as hibernacula for snakes and some bat species.

Talus slopes provide important habitat for a number of wildlife species including small mammals, reptiles, western toad and American pika (*Ochotona princes*). Rock talus is also suitable habitat for reptile hibernacula sites as it has thermal and moisture retention properties that are beneficial to snakes and help to protect them from freezing and dehydration. None of the talus slopes in the ISA will be disturbed as a result of developing the WAV site.

4 Opportunities and Constraints

Opportunities for mitigation and constraints to development are described in this section and identified on Map 3 below.

4.1 Physical Environment

4.1.1 Climate

Climate in the study area represents no obvious constraints or concerns with respect to development. However, snowfall is considerable in the Whistler area and snow management and storage will continue to be a challenge during heavy snowfall years.

4.1.2 Geology

Bedrock and lack of soils in some areas of the site represents a constraint to development as it is generally impermeable to stormwater and expensive to excavate. Consequently, the distribution

of bedrock will likely influence the location of infrastructure, roads and residential development on upland areas. The talus slopes present an constraint to development that was addressed through a geotechnical report (Trow, 2005). Talus slopes are identified in association with the columnar basalt faces of the relic lava flows. A Preliminary Geotechnical Assessment identified the rockfall shadow and recommended setbacks from the bluffs (Trow, 2005). Detailed study to investigate rockfall hazard mitigation opportunities was recommended within the identified shadow for any proposed development. Mitigation measures typically include: developing appropriate setbacks from existing talus slopes to avoid rockfall hazard, on slope works or rockfall barriers.

4.1.3 Geomorphology

Moderately sloping, bedrock-controlled topography imposes development constraints associated with access routes, excavation and building layout. Talus slopes may present a constraint to development due to potential ongoing colluvial processes. Development at or near the talus slopes may be at risk of rock fall and rock slides and as such should avoid the shadow of rockfall.

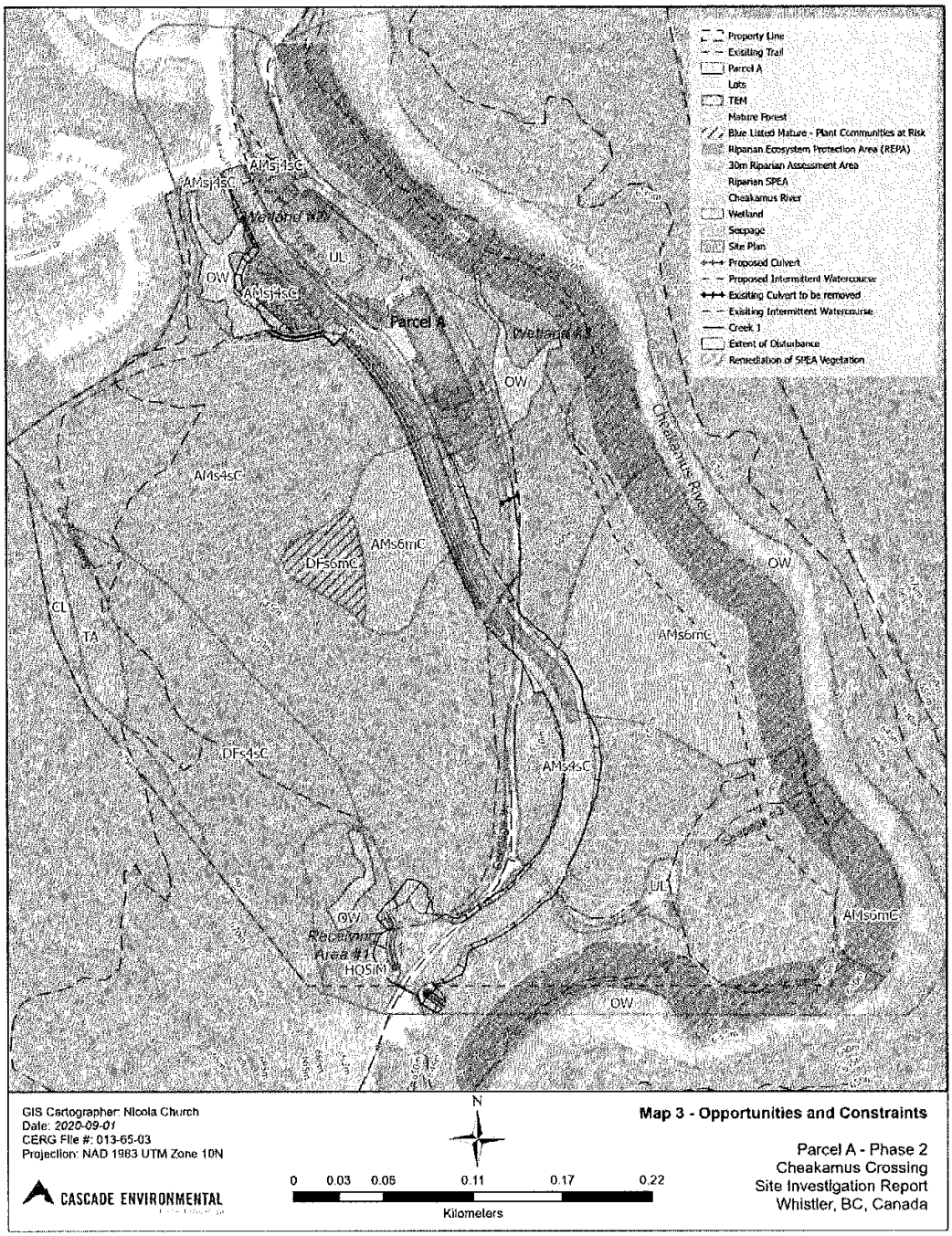
4.1.4 Hydrology

The watercourses on the study site that pose constraints to development include the Cheakamus River and the wetlands and their associated intermittent drainages. Protection of watercourses and riparian areas will constrain development.

4.2 Terrestrial Environment

4.2.1 Soils

Specific constraints to development posed by the soils include issues related to the shallowness of bedrock throughout the study area. Rock removal may increase costs of development.



{201088-504110-01594830;6}

4.2.2 Vegetation

The mature, young and pole sapling forest types found within the Phase 2 area present no significant constraint to development. The mature forest found in Polygons 4, 10 and 12 contains a well-developed understorey and veteran trees which are significant and provide valuable habitat to bird and mammal species. It should also be noted that according to Forest Cover Maps these mature forests are approximately 220 years of age and contribute considerable aesthetic value to the area. Snags and wildlife trees identified during the site reconnaissance should be considered constraining due to the habitat value they possess; however, preservation of individual specimens may not be feasible due to safety issues.

4.2.3 Rare and Endangered Vegetation Species

No rare, endangered, or threatened plant species were identified during the site visit. Given the past logging disturbance of the study area these species are unlikely to occur. However, vegetation identified by the CDC to be rare, endangered or threatened, should be considered a constraint to development.

The subject property does contain site series' that may contain blue listed plant communities delineated by the CDC for the CWHms1 biogeoclimatic variant (site series 03 FdHw - Falsebox, and 01 HwFd - step moss); however, rare and endangered plant communities refers to natural undisturbed sites, and therefore may not be applicable to Phase 2.

4.2.4 Wildlife and Wildlife Habitats

4.2.4.1 Wildlife

Activity patterns of black bears are likely to be altered by development as they show a high degree of adaptability to human developments and therefore present a moderate constraint to development. Increasing population of grizzly bear in the Callaghan Valley may result in occurrences in Cheakamus Crossing.

Any significant alterations to the rock cliffs and talus slopes on the Phase 2 lands would likely preclude the use of these areas by Keen's long-eared myotis, Townsend's big-eared bat, and common pika if present and therefore should be considered as constraining to development. Development of rocky bluff and talus slope areas are also likely to impact their availability to reptile species for basking and for hibernacula.

4.2.4.2 Rare and Endangered Wildlife Species

The vulnerable red-legged frog and Townsend's big-eared bat, and the threatened Keen's Long-eared Myotis are three species identified as being possible residents of the Phase 2 lands. These species have specific requirements associated with the creeks and riparian habitats of the property. The riparian setbacks will ensure the retention of the species habitat as it occurs on site, and therefore, no additional constraints to development are identified.

4.2.5 Valued Ecosystem Components

4.2.5.1 Wildlife Trees

Wildlife trees include significant standing snags, veteran trees, and trees with broken tops. These trees are considered to have habitat value, for perching, foraging and nesting. These trees should be considered as constraining to development without being preclusive.

4.2.5.2 Watercourses and Riparian Areas

Watercourses and riparian habitats are important as feeding, drinking, and breeding sites for numerous wildlife species. These habitats also act as natural movement corridors for wildlife through the site. The riparian areas associated with all creeks and wetland areas within the site should be considered critical habitat and therefore constraining to development. Map 3 includes the results of a QEP assessment of riparian habitat on the Phase 2 lands in conformance to the RAPR.

An opportunity to decommission the existing FSR within the RAPR SPEA is identified. This can enhance the riparian values as well as the potential us as a wildlife movement corridor.

4.2.5.3 Wetlands

The wetlands located through out the study area are of significant value to wildlife for reasons discussed in section 3 of this report. As such Wetlands #2 and #3 should be considered to be constraining to development.

4.2.5.4 Wildlife Movement Corridors

By maintaining and/or enhancing the riparian corridors on the site, wildlife movement corridors will also be maintained such that animals are able to move into and utilize those areas of the property that are of value (primarily riparian and wetland areas). All creeks and riparian corridors within the study area are considered to be important movement corridors and are constraining to development. An important consideration is the wildlife corridor through the study area between the Millar Creek wetlands and the Whistler Interpretive Forest. The RMOW recognizes the importance of maintaining wildlife movement corridors and have undertaken a number initiatives to identify corridors between habitat patches. In this area the goal is to create an effective north/south link in the Whistler valley. Map 3 also contains movement opportunities that may be considered as constraining to development.

4.2.5.5 Rocky Outcrops and Talus Slopes

Rocky outcrops and talus slopes may present site specific constraints to development depending on their level of utilization by wildlife. Geotechnical reports recommend avoiding cliffs and talus slopes due to risk of rockfall and slope failure.

5 Recommendations

Wetlands #2 and #3 were sample for water quality in April 2006. The sampling should be repeated prior to commencement of construction to provide comparable data. The sampling should be repeated after construction of Parcel A is completed.

Decommission and remediate the Black Tusk FSR where it intrudes into the SPEA of Wetland #3.

Maintain as much of a riparian buffer as possible around Wetland #2. Recognizing the need for parking, the areas in close proximity must protect the top of bank as per the *Water Sustainability Act*.

A *Water Sustainability Act* Notification should be filed for stormwater discharge into the riparian area of Wetland #3.

8 Conclusions

Cascade Environmental certifies in this Site Investigation Report that there are no occurrences on the Phase 2 lands of the following ecosystems as described in the Official Community Plan: Riparian Ecosystems, and Aquifers. The subject lands do contain identified Sensitive Ecosystems. The sensitive ecosystems are identified as mature and young forest units.

All efforts to avoid impacts to the identified sensitive ecosystems have been made through careful site planning. As such, no significant impact is anticipated as a result of the proposed development of Parcel A in the Phase 2 lands.

Sincerely,

Dave Williamson, B.E.S., ASc.T. #24935, Q.E.P.

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Appendix 1 – Riparian Area Assessment Report

EXHIBIT K
GREEN BUILDING COVENANT (CA9354648)

See Attached.

Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
SEP 13 2021 15:11:46.011
CA9354648

1. Application

Alison Thornhill
Terra Law Corporation
Suite 2800 - 650 West Georgia Street
Vancouver BC V6B 4N7
6046288966

File #504110
Section 219 Covenant - Green Building Lots 4 & 6

2. Description of Land

PID/Plan Number	Legal Description
EPP111931	**LOT 4 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 6 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

RESORT MUNICIPALITY OF WHISTLER

6. Transferee(s)

RESORT MUNICIPALITY OF WHISTLER,
4325 BLACKCOMB WAY
WHISTLER BC V0N 1B4

7. Additional or Modified Terms

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Land Title Act
Charge
General Instrument – Part 1

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.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
_____ **Pauline Lysaght** **Commissioner for Taking Affidavits for British Columbia** 4325 Blackcomb Way Whistler BC V8E 0X5	YYYY-MM-DD **2021-09-07**	**RESORT MUNICIPALITY OF WHISTLER** By their Authorized Signatory _____ **Print Name: Jack Crompton, Mayor** _____ **Print Name: Ted Battiston, Deputy Corporate Officer**

Officer Certification

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

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Russell Gregg Benson AMI5PL

Digitally signed by Russell Gregg Benson AMI5PL
Date: 2021-09-13 12:36:51 -07:00

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TERMS OF INSTRUMENT - PART 2
SECTION 219 COVENANT – GREEN BUILDING REQUIREMENTS – LOTS 4 and 6

This AGREEMENT dated for reference the 7 day of September, 2021

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER,
4325 Blackcomb Way, Whistler, B.C. V8E 0X5

(the "**Owner**")

AND:

RESORT MUNICIPALITY OF WHISTLER,
4325 Blackcomb Way, Whistler, B.C. V8E 0X5

(the "**Municipality**")

WITNESSES THAT:

A. The Owner is the registered owner of the land located at 1340 Legacy Way, Whistler, British Columbia and more particularly described as:

PID: NO PID
Lot 4
District Lot 8073
Group 1, New Westminster District
Plan EPP111931

PID: NO PID
Lot 6
District Lot 8073
Group 1, New Westminster District
Plan EPP11931

(together, the "**Land**");

B. Section 219 of the *Land Title Act* (British Columbia) permits the registration of a covenant of a negative or positive nature in favour of a municipality and including provisions respecting the use of land, and the construction of buildings; and

C. The Owner wishes to grant to the Municipality a covenant under section 219 of the *Land Title Act* (British Columbia) with respect to the Land.

IN CONSIDERATION of $10.00 paid by the Municipality to the Owner, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Owner, and in consideration

of the promises exchanged below, the Owner covenants and agrees with the Municipality as follows pursuant to section 219 of the *Land Title Act* (British Columbia):

Definitions

1. In this Agreement:

   (a) "**Energy Performance Standard**" means:

      i. in relation to Part 3 Buildings, the higher of Step 3 of the Step Code, or one step higher than what is required by bylaw of the Municipality as of the date an application is made for a building permit for the building; and,

      ii. in relation to Part 9 Buildings, the higher of Step 4 of the Step Code or one step higher than what is required by bylaw of the Municipality as of the date of application for a building permit for the building.

   (b) **"General Manager"** means the Municipality's General Manager of Resort Experience, and includes any person acting in his or her capacity or at his or her direction;

   (c) "**Level 2 outlet**" means an electrical outlet capable of charging electric vehicles at a minimum of 240 volts.

   (d) "**Part 3 Building**" means a building that is not a Part 9 Building.

   (e) "**Part 9 Building**" means a building that is subject to Part 9 (Housing and Small Buildings) of Division B of the BC Building Code.

   (f) "**Step Code**" means:

      i. In relation to Part 3 Buildings, section 10.23 of the BC Building Code, 2018 as amended or replaced; and,

      ii. In relation to Part 9 Buildings, section 9.36 of the BC Building Code, 2018, as amended or replaced.

Use and Development

2. No building on the Land shall be constructed, used or occupied except in accordance with this agreement.

Natural Gas and Propane Prohibition

3. No building shall be connected to any source of natural gas or propane.

Energy Performance Standard

4. Every Building on the Land must be designed and constructed to meet the Energy Performance Standard, and, to ensure compliance with this requirement:

(a) Regardless whether the Municipality has issued a building permit, which may be withheld until the Owner has fulfilled its obligation to provide the certification required under this section, no construction is permitted until and unless a suitably qualified professional has certified in writing to the General Manager that if built in accordance with the drawings and specifications submitted with the applicable building permit application, the proposed construction will meet the Energy Performance Standard;

(b) Regardless whether the Municipality has issued an occupancy permit, which may be withheld until the Owner has fulfilled its obligation to provide the report required under this section, the building shall not be occupied until the Owner has provided to the General Manager a report prepared and certified by a suitably qualified professional, confirming the building meets the Energy Performance Standard; and,

(c) in relation to building alterations (other than the construction of a new building, including a new building on an existing foundation) after the Municipality has first issued an occupancy permit for the building, the General Manager may waive compliance with sub-sections (a) and (b) of this section 4, provided the General Manager is satisfied that the building, following the proposed alterations, will still meet the Energy Performance Standard.

Parking

5. In relation to every Part 3 Building:

(a) at least 20% of all vehicle parking spaces required for the building must be located adjacent to a Level 2 outlet; and

(b) electrical conduit with access to a circuit must be installed such that, if wiring were installed in the conduit and connected to the circuit, a further 60% of all vehicle parking spaces required for the building would be adjacent to a Level 2 outlet.

6. At least one off-street parking space for every Part 9 Building must be capable of accommodating a Level 2 outlet.

General

7. ***Owner Protection of Municipality*** – As between the Owner and the Municipality, the Owner confirms to and agrees with the Municipality that the Owner shall be solely responsible for all costs of complying with and performing the obligations of the Owner under this Agreement and the Owner herby releases, and shall indemnify and save harmless, the Municipality and its elected and appointed officials, officers and employees from and against any and all actions, causes of action, liabilities, demands, losses, damages, expenses (including legal fees and disbursements), fines and penalties suffered or incurred by the Municipality or any of its elected and appointed officials, officers, employees contractors and agents in any way arising or resulting from, or related to, the existence of this agreement, the restrictions contained in this Agreement or any breach by the Owner of any obligations under this Agreement except to the extent caused by the fault, negligence or breach of the Municipality.

8. ***Specific Relief*** – Because of the public interest in ensuring that all of the matters described in this Agreement are complied with, the public interest strongly favors the award of a prohibitory of mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the Municipality, in the event of an actual breach of this Agreement.

9. ***Inspection*** – The Municipality may, by its officers, employees, contractors and agents, enter upon the Land and all buildings thereon at all reasonable times for the purpose of ascertaining compliance with this Agreement.

10. ***No Effect on Powers*** – This Agreement does not:

    (a) affect or limit the discretion, rights, duties 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 enactment relating to the use or subdivision of the Land; or

    (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

11. ***Runs With the Land*** – This Agreement burdens and runs with, and binds the successors in title to, the Land and each and every part into which the Land may be subdivided by any means (including by deposit of a plan of any kind under the *Strata Property Act*).

12. ***No Public Law Duty*** – Where the Municipality or any representative of the Municipality, including the General Manager, is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Municipality or its representative is under no public law duty of fairness or natural justice in that regard and the Municipality or its representative may do any of those things in the same manner as if it were a private party and not a public body or a representative thereof.

13. ***No Obligation to Enforce*** – The rights given the Municipality under this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind of the Municipality to any one, or obliges the Municipality to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

14. ***Waiver*** – An alleged waiver of any breach of this Agreement 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 Agreement does not operate as a waiver of any other breach or continuing breach of this Agreement.

15. ***Priority*** – The Owner will, at its expense, do or cause to be done all acts necessary to register this Agreement in the land title office against title to the Land with priority over all financial charges, liens and encumbrances registration, or pending registration at the time of application for registration of this Agreement against the title to the Land.

16. ***Notice*** – Any notice to be given pursuant to this Agreement must be in writing and delivered personally or sent by registered mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Agreement and in the case of any subsequent owner, the

address will be the address shown on the title to the Land in the Land Title Office. If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it will be considered given five (5) days after mailing. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Agreement must do so by delivery as provided in this section. A party may change its address for the purposes of this section by giving notice in accordance with this section.

17. ***Enurement*** – This Agreement and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assign, as the case may be.

As evidence of their agreement to be bound by this Agreement, the parties each have executed the *Land Title Act* (British Columbia) Form C attached to and forming part of this Agreement.

EXHIBIT L
FLOODING COVENANT (CA9354651)

See Attached.

Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
SEP 13 2021 15:11:46.015
CA9354651

1. Application

Alison Thornhill
Terra Law Corporation
Suite 2800 - 650 West Georgia Street
Vancouver BC V6B 4N7
6046288966

File #504110
Section 219 Covenant - No Build (Flood Protection) - Lots 2, 3 and 4

2. Description of Land

PID/Plan Number	Legal Description
EPP111931	**LOT 2 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 3 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 4 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

RESORT MUNICIPALITY OF WHISTLER

6. Transferee(s)

RESORT MUNICIPALITY OF WHISTLER,
4325 BLACKCOMB WAY
WHISTLER BC V0N 1B4

7. Additional or Modified Terms

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Land Title Act
Charge
General Instrument – Part 1

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.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
_____ **Pauline Lysaght** **Commissioner for Taking Affidavits for British Columbia** 4325 Blackcomb Way Whistler BC V8E 0X5	YYYY-MM-DD **2021-09-07**	**RESORT MUNICIPALITY OF WHISTLER** By their Authorized Signatory _____ **Print Name: Jack Crompton, Mayor** _____ **Print Name: Ted Battiston, Deputy Corporate Officer**

Officer Certification

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

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Russell Gregg Benson AMI5PL

Digitally signed by Russell Gregg Benson AMI5PL
Date: 2021-09-13 12:30:59 -07:00

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LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – NO BUILD (FLOOD PROTECTION)

THIS AGREEMENT is dated for reference the 7 day of September, 2021

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER, 4325 Blackcomb Way, Whistler, British Columbia, V0N 1B4

(the "**Owner**")

AND:

RESORT MUNICIPALITY OF WHISTLER, 4325 Blackcomb Way, Whistler, British Columbia, V0N 1B4

(the "**Municipality**")

WHEREAS:

A. The Owner is the registered owner of the lands described in item 2 of the *Land Title Act* Form C General Instrument to which this Covenant is attached and which forms a part hereof (the "**Lands**");

B. The approving officer of the Municipality requires a covenant under section 219 of the *Land Title Act*, as a condition to the approval of the subdivision to create, *inter alia*, the Lands; and

C. 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, building on land, the subdivision of land or specified amenities on land.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE ($1.00) DOLLAR now paid by the Municipality to the Owner and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), pursuant to section 219 of the *Land Title Act* (British Columbia) the parties hereto covenant and agree as follows:

Restrictions on Use

1. The Owner hereby covenants and agrees with the Municipality that a building, mobile home or unit, modular home or other improvements or works (a "**Building**") shall not be

built or installed on any portion of the Lands, the Owner shall not apply to the Municipality for any building permit in respect a Building on any portion of the Lands, and the Municipality shall not be required to issue any such building permit for a Building on any portion of the Lands unless:

(a) the Owner first provides to the Municipality a report (the "**Report**") of a qualified engineer who is satisfactory to the Municipality assessing the risks, if any, of flooding hazards to the Lands and improvements thereon; and

(b) if the Report recommends that measures be taken to mitigate flooding risks with respect to the Lands or applicable portion thereof, the Owner grants in favour of the Municipality a registered covenant in respect of the Lands or such portion thereof pursuant to Section 219 of the *Land Title Act* (British Columbia) (the "**Flood Protection Covenant**") in the form required by the Municipality that, *inter alia*, establishes requirements for constructing, reconstructing, moving, extending or locating any Building on the Lands in accordance with the Report, and establishes minimum construction levels for areas used for habitation or for the installation of furnaces of other fixed equipment damageable by floodwater and other mitigation measures set out in the Report.

2. For greater certainty, section 1 shall not prohibit the Owner from carrying out any site clearing, site preparation, servicing or excavation (the "**Permitted Works and Improvements**") on any portion of the Lands or from applying to the Municipality for a building permit in respect of any Permitted Works and Improvements on any portion of the Lands, or the Municipality from issuing any such building permit for Permitted Works and Improvements on any portion of the Lands, and the Municipality will not be entitled to condition the issuance of any such building permit upon the registration of the Flood Protection Covenant.

Indemnity and Release

3. The Owner, on behalf of himself and his heirs, executors, administrators, successors and assigns, acknowledges that the Owner is aware that there may be a flooding danger to the Lands, and that the Municipality does not represent to the Owner, nor to any other person that any person or building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on any portion of the Lands will not be injured or damaged by flooding and the Owner, on behalf of himself and his heirs, executors, administrators, successors and assigns, with full knowledge of the potential flooding danger and in consideration of the approvals given by the Municipality hereby:

(a) agrees to indemnify and to save harmless the Municipality and its elected officials, officers, employees, servants and agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Municipality or any of its elected officials, officers, employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Owner or his heirs, executors, administrators,

successors and assigns contained in this Agreement or arising out of or in connection with any personal injury or death to any person or loss or damage to any portion of the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on any portion of the Lands caused by or related to flooding; and

(b) does remise, release and forever discharge the Municipality and its elected officials, officers, employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Owner or any of his heirs, executors, administrators, successors and assigns may have against the Municipality or its elected officials, officers, employees, servants and agents for and by reason of any personal injury or death to any person or loss or damage to any portion of the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on any portion of the Lands, caused by or related to flooding.

Runs With Land

4. 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 Lands and this Covenant burdens the Lands and runs with it and binds the successors in title to the Lands. For certainty, the term "Owner" refers to the current and each future owner of the Lands. This Covenant burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated. It is understood that the obligations hereunder of the owner of any of the lots comprising the Lands or any subdivided portion thereof, shall be limited to that lot or subdivided portion owned by that owner and that owner is not responsible or liable for a breach of any provision of this Covenant by the owner of any of the other lots comprising the Lands or any undivided portion thereof.

Enurement

5. This Covenant binds the Owner and its heirs, executors, administrators, successors and assigns, and benefits the Municipality and its successors and assigns.

Municipal Rights Preserved

6. Nothing in this Covenant shall prejudice or affect the rights, powers and remedies of the Municipality in relation to the Owner, including its heirs, executors, administrators, successors and assigns, or the Lands, under any law, bylaw order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by the Municipality as if this Covenant had not been made by the parties.

Priority of Registration

7. The Owner will do or cause to be done at its expense all acts necessary to grant priority to this Covenant over all liens, charges and encumbrances which are or may be registered against the Lands or have pending registration save and except those in favour of the Municipality and those specifically approved in writing by the Municipality.

Modification/Discharge

8. The parties agree that this Covenant shall not be modified or discharged except in accordance with the provisions of section 219(9) of the *Land Title Act*.

9. Notwithstanding section 8, upon provision of the Report and, if applicable, registration of the Flood Protection Covenant in respect of the Lands or any portion thereof, and upon delivery by the Owner to the Municipality of a registrable release of this Covenant from title to the Lands or the portion thereof, as applicable, the Municipality will promptly execute such release in registrable form and return the same to the Owner for registration in the applicable land title office.

Further Assurances

10. The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Covenant.

Interpretation

11. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.

Severance

12. If any section or any part of this Covenant is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Covenant and the remaining sections or parts of this Covenant, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Covenant.

Governing Law

13. This Covenant shall be interpreted according to the laws of the Province of British Columbia.

Enactments

14. Where there is a reference to an enactment of the Province of British Columbia in this Covenant, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

Deed and Contract

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

Inspections

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

No Obligations on Municipality

17. 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.

Municipality's Right to Specific Relief

18. Subject to section 17, the Owner agrees that the Municipality is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Owner of this Covenant. The Owner agrees that this section is reasonable given the potential flooding hazards associated with the Lands.

Waiver

19. 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.

Joint and Several

20. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia) owns the Lands, each of those persons will be jointly and severally liable for all of the obligations of the Owner under this Covenant.

Notice

21. Any notice to be given pursuant to this Covenant must be in writing and must be delivered by hand or sent by prepaid mail.

22. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Lands in the Land Title Office.

23. If notice is delivered by hand, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section.

24. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

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

EXHIBIT M
GEOTECHNICAL COVENANT (CA9354652)

See Attached

Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
SEP 13 2021 15:11:46.016
CA9354652

1. Application

Alison Thornhill
Terra Law Corporation
Suite 2800 - 650 West Georgia Street
Vancouver BC V6B 4N7
6046288966

File #504110
Section 219 Covenant - Geotechnical - Lots 1 - 6

2. Description of Land

PID/Plan Number	Legal Description
EPP111931	**LOT 1 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 2 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 3 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 4 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 5 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 6 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

RESORT MUNICIPALITY OF WHISTLER

6. Transferee(s)

RESORT MUNICIPALITY OF WHISTLER,
4325 BLACKCOMB WAY
WHISTLER BC V0N 1B4

7. Additional or Modified Terms

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Land Title Act
Charge
General Instrument – Part 1

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.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
_____ **Pauline Lysaght** **Commissioner for Taking Affidavits for British Columbia** 4325 Blackcomb Way Whistler BC V8E 0X5	YYYY-MM-DD **2021-09-07**	**RESORT MUNICIPALITY OF WHISTLER** By their Authorized Signatory _____ **Print Name: Jack Crompton, Mayor** _____ **Print Name: Ted Battiston, Deputy Corporate Officer**

Officer Certification

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

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Russell Gregg Benson AMI5PL

Digitally signed by Russell Gregg Benson AMI5PL
Date: 2021-09-13 12:31:36 -07:00

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LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – GEOTECHNICAL

THIS AGREEMENT is dated for reference the 7 day of September, 2021

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER, 4325 Blackcomb Way, Whistler, British Columbia, V0N 1B4

(the "**Owner**")

AND:

RESORT MUNICIPALITY OF WHISTLER, 4325 Blackcomb Way, Whistler, British Columbia, V0N 1B4

(the "**Municipality**")

WHEREAS:

A. The Owner is the registered owner of the lands described in item 2 of the *Land Title Act* Form C General Instrument to which this Covenant is attached and which forms a part hereof (the "**Lands**");

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, building on land, the subdivision of land or specified amenities on land; and

C. As a condition to the approval of the subdivision to create the Lands, the approving officer of the Municipality requires a covenant under section 219 of the Land Title Act, *inter alia*, the Lands;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE ($1.00) DOLLAR now paid by the Municipality to the Owner and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), pursuant to section 219 of the *Land Title Act* (British Columbia) the parties hereto covenant and agree as follows:

Restrictions on Use

1. The Owner hereby covenants and agrees with the Municipality that:

(a) no earthworks, earthmoving, blasting, cut and fill, slope stability and construction, scaling, compaction or construction of any soil or rock-based retaining structures, whether on proposed building sites or for the construction of roads and services (collectively, the "**Civil Works**") shall be carried out on any portion of the Lands, and the Owner shall not apply to the Municipality for any building permit in respect of the construction or installation of any Civil Works, or any building or other improvements (a "**Building**"), on any portion of the Lands, and the Municipality shall not be required to issue any building permit for any Civil Works or Building on any portion of the Lands unless:

(i) the Owner first provides the Municipality with one or more reports (the "**Engineer's Report(s)**"), satisfactory to the Municipality, each certified by a professional engineer (the "**Engineer**") with suitable expertise in geotechnical engineering or rockfall hazards, as applicable, which Engineer's Report(s):

A. in the case of a building permit for a Building, confirms that the Engineer has investigated any rockfall-associated hazards on steep slopes in the vicinity of the particular portion of the Lands on which the Building will be constructed ("**Rockfall Hazards**") and identifies the nature of any Rockfall Hazards;

B. recommends (1) design parameters and criteria for carrying out the Civil Works or site preparation and the foundation of the Building, as applicable, or (2) measures for mitigating any Rockfall Hazards; and

C. certifies that if (1) the Civil Works or the Building, as the case may be, is installed or constructed in accordance with the design parameters recommended in the Engineer's Report(s) or (2), the measures for mitigating any Rockfall Hazards are implemented in accordance with the recommendations set out in the Engineer's Report(s), the applicable portion of the Lands may be safely used for the use intended; and

(ii) the Owner also provides the Municipality with a letter of assurance (the "**Letter of Assurance**") from the Engineer or another engineer satisfactory to the Municipality assuring the Municipality that the such engineer will monitor the installation and construction of the Civil Works or the Building, as the case may be, or the implementation of the Rockfall Hazard mitigation measures; and

(b) a Building on any portion of the Lands shall not be occupied, the Owner shall not apply for any occupancy permit in respect of a Building on any portion of the Lands, and the Municipality shall not be required to give temporary, conditional or final permission to occupy a Building on any portion of the Lands unless the Owner provides the Municipality with a letter of confirmation certified by the Engineer or

another engineer satisfactory to the Municipality confirming that the Building has been constructed and, if applicable the Rockfall Mitigation measures have been implemented, in compliance with the Engineers Report(s) and Letter of Assurance.

Indemnity and Release

2. The Owner, on behalf of himself and his heirs, executors, administrators, successors and assigns, acknowledges that the Owner is aware that there may be may be geotechnical dangers or Rockfall Hazards to the Lands, and that the Municipality does not represent to the Owner, nor to any other person that any person or building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on any portion of the Lands will not be injured or damaged by geotechnical dangers or Rockfall Hazards and the Owner, on behalf of himself and his heirs, executors, administrators, successors and assigns, with full knowledge of the potential geotechnical dangers and Rockfall Hazards and in consideration of the approvals given by the Municipality hereby:

   (a) agrees to indemnify and to save harmless the Municipality and its elected officials, officers, employees, servants and agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Municipality or any of its elected officials, officers, employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Owner or his heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury or death to any person or loss or damage to any portion of the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on any portion of the Lands caused by or related to geotechnical dangers or Rockfall Hazards; and

   (b) does remise, release and forever discharge the Municipality and its elected officials, officers, employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Owner or any of his heirs, executors, administrators, successors and assigns may have against the Municipality or its elected officials, officers, employees, servants and agents for and by reason of any personal injury or death to any person or loss or damage to any portion of the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on any portion of the Lands, caused by or related to geotechnical dangers or Rockfall Hazards.

Runs With Land

3. 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 Lands and this Covenant burdens the Lands and runs with it and binds the successors in title to the Lands. For certainty, the term "Owner" refers to the current and

each future owner of the Lands. This Covenant burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated. It is understood that the obligations hereunder of the owner of any of the lots comprising the Lands or any subdivided portion thereof, shall be limited to that lot or subdivided portion owned by that owner and that owner is not responsible or liable for a breach of any provision of this Covenant by the owner of any of the other lots comprising the Lands or any undivided portion thereof.

Enurement

4. This Covenant binds the Owner and its heirs, executors, administrators, successors and assigns, and benefits the Municipality and its successors and assigns.

Municipal Rights Preserved

5. Nothing in this Covenant shall prejudice or affect the rights, powers and remedies of the Municipality in relation to the Owner, including its heirs, executors, administrators, successors and assigns, or the Lands, under any law, bylaw order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by the Municipality as if this Covenant had not been made by the parties.

Priority of Registration

6. The Owner will do or cause to be done at its expense all acts necessary to grant priority to this Covenant over all liens, charges and encumbrances which are or may be registered against the Lands or have pending registration save and except those in favour of the Municipality and those specifically approved in writing by the Municipality.

Modification

7. The parties agree that this Covenant shall not be modified or discharged except in accordance with the provisions of section 219(9) of the *Land Title Act*.

Further Assurances

8. The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Covenant.

Interpretation

9. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.

Severance

10. If any section or any part of this Covenant is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Covenant and the remaining sections or parts of this Covenant, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Covenant.

Governing Law

11. This Covenant shall be interpreted according to the laws of the Province of British Columbia.

Enactments

12. Where there is a reference to an enactment of the Province of British Columbia in this Covenant, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

Deed and Contract

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

Inspections

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

No Discharge

15. The Owner acknowledges that it is not in the public interest for this Covenant to be discharged from the Lands.

No Obligations on Municipality

16. 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.

Municipality's Right to Specific Relief

17. Subject to section 16, the Owner agrees that the Municipality is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Owner of this Covenant. The Owner agrees that this section is reasonable given the rockfall hazards associated with the Lands.

Waiver

18. 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.

Joint and Several

19. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia) owns the Lands, each of those persons will be jointly and severally liable for all of the obligations of the Owner under this Covenant.

Notice

20. Any notice to be given pursuant to this Covenant must be in writing and must be delivered by hand or sent by prepaid mail.

21. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Lands in the Land Title Office.

22. If notice is delivered by hand, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section.

23. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

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

EXHIBIT N
FIRE PROTECTION COVENANT (CA9354654)

See Attached

Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
SEP 13 2021 15:11:46.018
CA9354654

1. Application

Alison Thornhill
Terra Law Corporation
Suite 2800 - 650 West Georgia Street
Vancouver BC V6B 4N7
6046288966

File #504110
Section 219 Covenant - Fire Protection (No LFG) - Lots 3 and 4

2. Description of Land

PID/Plan Number	Legal Description
EPP111931	**LOT 3 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**
EPP111931	**LOT 4 DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111931**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 Covenant**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

RESORT MUNICIPALITY OF WHISTLER

6. Transferee(s)

RESORT MUNICIPALITY OF WHISTLER,
4325 BLACKCOMB WAY
WHISTLER BC V0N 1B4

7. Additional or Modified Terms

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Land Title Act
Charge
General Instrument – Part 1

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.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
_____ **Pauline Lysaght** **Commissioner for Taking Affidavits for British Columbia** 4325 Blackcomb Way Whistler BC V8E 0X5	YYYY-MM-DD **2021-09-07**	**RESORT MUNICIPALITY OF WHISTLER** By their Authorized Signatory _____ **Print Name: Jack Crompton, Mayor** _____ **Print Name: Ted Battiston, Deputy Corporate Officer**

Officer Certification

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

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Russell Gregg Benson AMI5PL

Digitally signed by Russell Gregg Benson AMI5PL
Date: 2021-09-13 12:30:37 -07:00

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SECTION 219 COVENANT – FIRE PROTECTION (LOTS 3 AND 4)

THIS AGREEMENT is dated for reference the 7 day of September, 2021

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER, 4325 Blackcomb Way, Whistler, British Columbia, V0N 1B4

(the "**Owner**")

AND:

RESORT MUNICIPALITY OF WHISTLER, 4325 Blackcomb Way, Whistler, British Columbia, V0N 1B4

(the "**Municipality**")

WHEREAS:

A. The Owner is the registered owner of the lands described in item 2 of the *Land Title Act* Form C General Instrument to which this Covenant is attached and which forms a part hereof (the "**Lands**");

B. The approving officer of the Municipality requires a covenant under section 219 of the *Land Title Act*, as a condition to the approval of the subdivision to create, *inter alia*, the Lands;

C. 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, building on land, the subdivision of land or specified amenities on land; and

D. The Municipality has determined that all buildings constructed on the Lands must be equipped with a fire suppression system, and that any building permit application for any such building or alteration to any such building must be accompanied by a written report prepared and issued by a qualified engineer certifying that the proposed building and its fire suppression system will not exceed the maximum fire protection flow rate of 197 litres per second for a duration of 2.5 hours (the "**Maximum Available Fire Protection Flow**").

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE ($1.00) DOLLAR now paid by the Municipality to the Owner and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), pursuant to section 219 of the *Land Title Act* (British Columbia) the parties hereto covenant and agree as follows:

Restrictions on Use

1. The Owner hereby covenants and agrees with the Municipality that a building or other improvements or works (a "**Building**") shall not be built or installed on any portion of the Lands, and no Building on any portion of the Lands shall be altered in a manner which affects the fire protection demands generated by the Building (an "**Alteration**"), the Owner shall not apply to the Municipality for any building permit in respect of a Building or Alteration on any portion of the Lands, and the Municipality shall not be required to issue any such building permit for a Building or Alteration on any portion of the Lands, unless:

   (a) the Building is equipped with a fire suppression system (the "**Fire Suppression System**"); and

   (b) the Owner first provides to the Municipality a written fire protection report (the "**Site-Specific Fire Protection Report**") prepared and issued by a qualified engineer (the "**Fire Protection Engineer**") with suitable experience and satisfactory to the Municipality confirming that the fire protection demands generated by the proposed building, improvements or works on such portion of the Lands or such alterations thereto, and the proposed Fire Protection System, when computed in accordance with the methods established by the Fire Underwriters Survey, does not exceed the Maximum Available Fire Protection Flow.

2. The Owner hereby covenants and agrees with the Municipality that no building or other improvements or works on any portion of the Lands shall be occupied, the Owner shall not apply for any occupancy permit in respect of such building, improvements or works and the Municipality shall not be required to give temporary, conditional or final permission to occupy the same unless the Owner first provides to the Municipality a letter of confirmation certified by the Fire Protection Engineer or another engineer satisfactory to the Municipality confirming that such engineer supervised the installation of the Fire Suppression System and that the Fire Suppression System was constructed and installed substantially in accordance with the Site-Specific Fire Protection Report.

Indemnity and Release

3. The Owner, on behalf of himself and his heirs, executors, administrators, successors and assigns, acknowledges that the Owner is aware that there may be fire danger to the Lands, and that the Municipality does not represent to the Owner, nor to any other person that any person or building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on any portion of the Lands will not be injured or damaged by fire and the Owner, on behalf of himself and his heirs, executors, administrators, successors and assigns, with full knowledge of the potential fire danger and in consideration of the approvals given by the Municipality hereby:

   (a) agrees to indemnify and to save harmless the Municipality and its elected officials, officers, employees, servants and agents from all loss, damage, costs,

actions, suits, debts, accounts, claims and demands which the Municipality or any of its elected officials, officers, employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Owner or his heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury or death to any person or loss or damage to any portion of the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on any portion of the Lands caused by or related to fire hazards; and

(b) does remise, release and forever discharge the Municipality and its elected officials, officers, employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Owner or any of his heirs, executors, administrators, successors and assigns may have against the Municipality or its elected officials, officers, employees, servants and agents for and by reason of any personal injury or death to any person or loss or damage to any portion of the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on any portion of the Lands, caused by or related to fire hazards.

Runs With Land

4. 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 Lands and this Covenant burdens the Lands and runs with it and binds the successors in title to the Lands. For certainty, the term "Owner" refers to the current and each future owner of the Lands. This Covenant burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated. It is understood that the obligations hereunder of the owner of any of the lots comprising the Lands or any subdivided portion thereof, shall be limited to that lot or subdivided portion owned by that owner and that owner is not responsible or liable for a breach of any provision of this Covenant by the owner of any of the other lots comprising the Lands or any undivided portion thereof.

Enurement

5. This Covenant binds the Owner and its heirs, executors, administrators, successors and assigns, and benefits the Municipality and its successors and assigns.

Municipal Rights Preserved

6. Nothing in this Covenant shall prejudice or affect the rights, powers and remedies of the Municipality in relation to the Owner, including its heirs, executors, administrators, successors and assigns, or the Lands, under any law, bylaw order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by the Municipality as if this Covenant had not been made by the parties.

Priority of Registration

7. The Owner will do or cause to be done at its expense all acts necessary to grant priority to this Covenant over all liens, charges and encumbrances which are or may be registered against the Lands or have pending registration save and except those in favour of the Municipality and those specifically approved in writing by the Municipality.

Modification

8. The parties agree that this Covenant shall not be modified or discharged except in accordance with the provisions of section 219(9) of the *Land Title Act*.

Further Assurances

9. The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Covenant.

Interpretation

10. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.

Severance

11. If any section or any part of this Covenant is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Covenant and the remaining sections or parts of this Covenant, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Covenant.

Governing Law

12. This Covenant shall be interpreted according to the laws of the Province of British Columbia.

Enactments

13. Where there is a reference to an enactment of the Province of British Columbia in this Covenant, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

Deed and Contract

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

Inspections

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

No Discharge

16. The Owner acknowledges that it is not in the public interest for this Covenant to be discharged from the Lands.

No Obligations on Municipality

17. 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.

Municipality's Right to Specific Relief

18. Subject to section 17, the Owner agrees that the Municipality is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Owner of this Covenant. The Owner agrees that this section is reasonable given the potential fire hazards.

Waiver

19. 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.

Joint and Several

20. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia) owns the Lands, each of those persons will be jointly and severally liable for all of the obligations of the Owner under this Covenant.

Notice

21. Any notice to be given pursuant to this Covenant must be in writing and must be delivered by hand or sent by prepaid mail.

22. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Lands in the Land Title Office.

23. If notice is delivered by hand, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section.

24. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

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