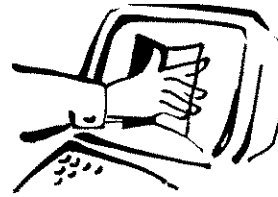


BC OnLine



BC OnLine Land Title Internet Service
Provided in co-operation with
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL		REQUESTED: 2008-03-11 13:58	
CLIENT NAME:	WHISTLER REAL ESTATE CO. LTD.		
ADDRESS:	137 - 4370 LORIMER ROAD		
	HISTLER BC VON 1B4		
PICK-UP INSTRUCTIONS:			
USER ID:	PJ58091	APPLICATION NO.:	BB196901 VA PAGES: 023
ACCOUNT NO.:	918348		
REFERENCE NO.:	E43850	FOLIO NO.:	
REMARKS:			

BC OnLine Land Title Fax Service

Help Desk Victoria (250) 953-8200
In B.C. 1-800-663-6102
Administration Office ... (250) 953-8250
Fax Number (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited.

The bylaw and common property sheets attached to strata plans have been repealed. Information regarding the bylaws and/or dealings affecting the common property of strata plans must be obtained from the general index and/or common property index on ALTOS. Refer to the BC OnLine user guide for access information.

12 FEB 2008 14 31

BB0196901

LAND TITLE ACT
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

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

John Doolan, McCarthy Tétrault LLP
1300-777 Dunsmuir Street, Vancouver, B.C. V7Y 1K2
Phone: (604) 643-7100
Client No. 010452

Pamela Hunter
West Coast
Client # 10350
AGENT

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

(PID) (LEGAL DESCRIPTION)
006-984-801 Resort Municipality of Whistler
District Lot 2291, Plan 19602

AK 08/02/12 14:32:09 01 LM 824457
CHARGE \$65.65

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (PAGE AND PARAGRAPH)	PERSON ENTITLED TO INTEREST
See Schedule	See Schedule	See Schedule

2
2

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

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

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

5. TRANSFEROR(S):*

ALEXANDER CLIVE BUNBURY

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

INTRAWEST ULC (Extra-Provincial Registration No. A69356), of Suite 800 - 200 Burrard Street,
Vancouver, British Columbia, V6C 3L6

7. ADDITIONAL or MODIFIED TERMS:*

Nil

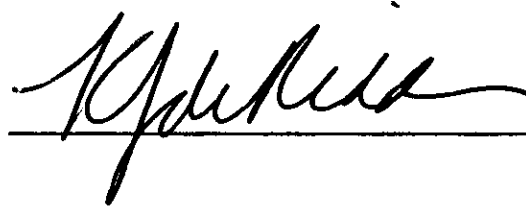
8. EXECUTION(S):**This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge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

USE BLACK INK ONLY

Officer Signature(s)



D. SHAWN JONES
Barrister & Solicitor
P.O. Box 500, Squamish, B.C.
V0N 3G0 (604) 892-2200



Karen J. de Ridder
Barrister & Solicitor
800-200 Burrard Street
Vancouver, BC. V6C 3L6

Execution Date

Y M D

Y	M	D
07	10	21
08	02	06

USE BLACK INK ONLY

Party(ies) Signature(s)



Alexander Clive Bunbury

INTRAWEST ULC by its authorized signatory(ies):



Print Name: DAVID BLAIKLOCK



Print Name: STEPHEN SAMMUT

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

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

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

USE BLACK INK ONLY

Officer Signature(s)



D. SHAWN JONES
Barrister & Solicitor
P.O. Box 500, Squamish, B.C.
VON 3G0 (604) 892-2200

(as to all signatures)

Execution Date

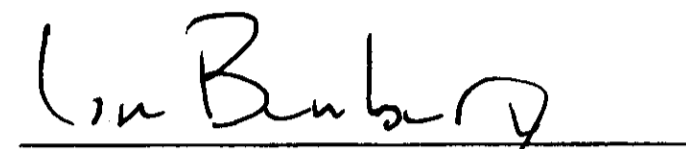
Y M D


07	12	21
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USE BLACK INK ONLY

Party(ies) Signature(s)

Covenantors:


Ian Michael Bunbury


Paul Alexander Thomas Bunbury

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.

**LAND TITLE ACT
FORM E****SCHEDULE**

Page 4 of 23 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM,
MORTGAGE FORM OR GENERAL DOCUMENT FORM.**3. NATURE OF INTEREST:
DESCRIPTION****DOCUMENT REFERENCE
(PAGE AND PARAGRAPH)****PERSON ENTITLED TO INTEREST**Easement over Part on
Plan BCP34869

Entire Instrument

Registered Owner of Lot 2 Except
Portion: (1) Phase 1 Strata
Plan LMS4695, (2) Phase 2 Strata
Plan LMS4695, Group 1, District
Lot 7798, New Westminster
District, Plan LMP54253
(PID 025-424-301)

BB 30548

LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

Page 5 of 23 pages

EASEMENT AGREEMENT

BETWEEN:

ALEXANDER CLIVE BUNBURY
P.O. Box 2071
Garibaldi Highlands, B.C. V0N 1T0

(the "Grantor")

AND:

INTRAWEST ULC
(Extra-Provincial Registration No. A0069356)
Suite 800 - 200 Burrard Street
Vancouver, B.C. V6C 3L6

(the "Grantee")

AND:

IAN MICHAEL BUNBURY
P.O. Box 577
2509 Gondola Way
Whistler, B.C. V0N 1B0

- and -

PAUL ALEXANDER THOMAS BUNBURY
P.O. Box 738
2505 Gondola Way
Whistler, B.C. V0N 1B0

(together called the "Covenantors")

WHEREAS:

- A. The Grantor is the registered owner in fee simple of lands and premises situated in Whistler, British Columbia and legally described as follows:

Parcel Identifier: 006-984-801
District Lot 2291
Plan 19602

(the "Grantor's Lands");

- B. The Grantee is the registered owner in fee simple of lands and premises situated in Whistler, British Columbia and legally described as follows:

Parcel Identifier: 025-424-301
Lot 2 Except Portion:
(1) Phase 1 Strata Plan LMS4695,
(2) Phase 2 Strata Plan LMS4695
Group 1, District Lot 7798, New Westminster District
Plan LMP54253

(the "Grantee's Lands"); and

- C. The Grantor has agreed to an easement in favour of the Grantee in respect of that portion (the "Easement Area") of the Grantor's Lands shown outlined in heavy black lines on the Reference Plan of Easement over a Portion of D.L. 2291, Plan 19602, Group 1, N.W.D. prepared by P.A.T. Bunbury, British Columbia Land Surveyor, on December 11, 2006, a reduced copy of which is attached as Schedule A hereto, in accordance with the terms and conditions of this Agreement, for the purposes of the development, construction, use, inspection, maintenance, renewal, repair, alteration and replacement of an access trail within the Easement Area.

THEREFORE in consideration of the premises, the amount of \$1.00 and other good and valuable consideration to paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.00 Easements for the Grantee

1.01 The Grantor hereby grants, transfers and conveys unto the Grantee for the benefit of and to be appurtenant to the Grantee's Lands, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement and right of way for the Grantee, its successors and assigns and their respective contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees and guests, including, without limitation, purchasers or prospective purchasers from the Grantee and including members of the public, at all times hereafter, by night and by day, and at their will and pleasure, to:

- (1) enter upon, go across, pass over and repass over, within, upon and along the Easement Area with or without equipment or vehicles for the purposes of carrying out, developing and constructing within the Easement Area an access trail (the "Trail") and all landscaping in connection therewith, together with all soil, dirt, fill, gravel, asphalt, paving, cement, drains, pipes and other materials and appurtenances, as are reasonably required by the Grantee in connection with the Trail (collectively called the "Grantee's Works") and inspecting, maintaining,

renewing, repairing, altering and replacing the Grantee's Works or any of them and grooming the Trail;

- (2) enter upon, go across, pass over and repass over, within, upon and along the Easement Area on foot or with bicycles, skis, snowboards, snow groomers or similar equipment, but not motorized vehicles except for snow groomers, for the purposes of obtaining access over the Trail within the Easement Area to and from the Grantee's Lands;
- (3) clear the Easement Area and keep it clear of anything which in the reasonable opinion of the Grantee constitutes or may constitute an obstruction to the use of the Trail; and
- (4) do all acts and things as are reasonably necessary for or incidental to the exercise of the rights granted in this section 1.01.

1.02 Without limiting section 1.01, the Grantee may grant to any other person, firm or corporation (including, without limitation, The Owners, Strata Plan LMS4695 (the "Kadenwood Strata Corporation") or the owners or occupants of strata lots within Strata Plan LMS4695) licenses or other rights to use the Easement Area, provided that:

- (1) no such license or other right to use the Easement Area will grant or purport to grant any right to use the Easement Area greater than the rights granted to the Grantee pursuant to this Agreement;
- (2) no such license or other right to use the Easement Area will limit or diminish any of the rights of the Grantor against the Grantee pursuant to this Agreement; and
- (3) no such license or other right to use the Easement Area will in any way derogate from any of the duties, obligations or liabilities of the Grantee pursuant to this Agreement.

2.00 Grantee's Covenants

2.01 The Grantee acknowledges and agrees as follows:

- (1) the Grantee will construct the Grantee's Works, as determined by the Grantee, in a good and workmanlike manner, at the cost and expense of the Grantee;
- (2) the Grantee will inspect, maintain repair, renew and replace the Grantee's Works in a good and workmanlike manner and ensure that the Grantee's Works and the Easement Area are kept in a safe, clean and well maintained condition at all times during the term of this Agreement, all at the cost and expense of the Grantee as set out in this Agreement and, if applicable, at the cost of the Grantor as set out in section 2.04;
- (3) the Grantee and any person claiming under or through the Grantee will be using the Easement Area at the risk of the Grantee and the Grantee will take out and

maintain at all times reasonable insurance in respect hereof and provide the Grantor with reasonable evidence thereof upon the Grantor's reasonable request therefor;

- (4) the Grantee will indemnify and save harmless the Grantor in respect of any action, cause of action, suit, claim, builders' lien or other lien, loss, cost, damage or demand of any kind or nature whatsoever (including legal fees and expenses), at law or in equity, arising from the exercise by the Grantee or its contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees or guests, including members of the public, of its or their rights under this Agreement, except to the extent that any such action, cause of action, suit, claim, builders' lien or other lien is caused by the negligence or wilful misconduct of the Grantor or any person for whose conduct the Grantor is responsible;
- (5) the Grantee will exercise its rights and carry out their duties and obligations hereunder in a reasonable manner; and
- (6) the Grantee will exercise the utmost care not to damage the Lands outside of the Easement Area and if the Grantee or its contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees or guests, including members of the public, should cause any such damage, the Grantee will restore the Lands outside of the Easement Area to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch.

2.02 The Grantee will groom the Trail as and when determined by the Grantee in its discretion, at the cost and expense of the Grantee in accordance with section 2.03 and, if applicable, the Grantor as set out in section 2.04.

2.03 If the Kadenwood Strata Corporation receives a grant of an Easement in accordance with section 4.02, then the costs and expenses payable by the Grantee in accordance with sections 2.01(2) and 2.02 will be borne and paid by the Grantee and the Kadenwood Strata Corporation on a pro rata basis, based upon the number of lots or strata lots into which the Grantee's Lands have been subdivided or are capable of being subdivided in accordance with any applicable zoning and encumbrances registered against title and the number of strata lots in Phases 1 and 2 of Strata Plan LMS4695 (40 bare land strata lots).

2.04 If at any time the Grantor's Lands are subdivided (by conventional subdivision plan, bare land strata plan, conventional strata plan or otherwise) to create a lot or lots (the "Grantor's Lots") to which access is provided via the roadway now known as Kadenwood Drive, the owner or owners of the Grantor's Lots will pay their pro rata share of the cost and expense of the maintenance, repair, renewal, replacement and grooming of the Trail, based upon the number of lots or strata lots determined in accordance with section 2.03 and the number of Grantor's Lots, commencing as of the time of the issuance of the first occupancy permit in respect of any of the Grantor's Lots. The owner or owners of the Grantor's Lots will pay its or their share of such costs within 30 days after receipt of an invoice from the Grantee in respect thereof and the Grantee will provide the owner or owners of the Grantor's lots with such information in respect of such costs and expenses as may be reasonably requested. For example,

if the Grantee's Lands are subdivided into 20 bare land strata lots, the Grantor's Land's are subdivided into three bare land strata lots and the Kadenwood Strata Corporation, which represents 40 bare land strata lots, receives a grant of Easement as contemplated in section 4.02, then each bare land strata lot would be allocated and required to pay 1/63rd of such costs. At any time during which the owners of the Grantor's Lots are required to pay their share of such costs, the Grantee will provide the owners of the Grantor's Lots or their representatives with an opportunity to be heard and provide comments on any plan or budget for any such maintenance, repair, renewal, replacement and grooming of the Trail, upon the written request of the owners of the Grantor's Lots, acting reasonably.

2.05 If any of the parties fails to carry out any of its duties or obligations under this Agreement, any other party may carry out any of such duties and obligations, in which case, within 10 days after written request by the party carrying out such duties or obligations, the defaulting party will reimburse the performing party for any amount paid by the performing party in respect thereof, together with 10% of such amount, plus interest on such amount at the rate of 12% per annum, calculated semi-annually, not in advance calculated from the day that is 10 days after such written request by the performing defaulting party to the date of reimbursement by the defaulting party.

2.06 Without limiting section 2.05, if any of the parties is in default of its obligation to pay its share of any costs or expenses in this Agreement, any of the other parties may pay any of such costs or expenses, in which case, within 10 days after written request by the party paying such costs, the defaulting party will reimburse the party paying such costs for the amount paid by such party, together with 10% of such amount, plus interest on such amount at the rate of 12% per annum, calculated semi-annually, not in advance calculated from the day that is 10 days after such written request by the non-defaulting party to the date of reimbursement by the defaulting party.

3.00 Miscellaneous

3.01 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations hereunder.

3.02 This Agreement will be construed as running with and being a burden upon the Grantor's Lands, but no part of the fee of the soil thereof will pass to or be vested in the Grantee under or by this Agreement and if the Grantor's Lands is subdivided then the easements herein granted will continue to run with and bind each subdivided parcel thereof. This Agreement will be for the benefit of the Grantee's Lands and every parcel into which the Grantee's Lands may be subdivided, by plan, strata plan or otherwise, and the parties hereby acknowledge and agree that the Grantee's Lands may be so subdivided and that this Agreement will remain in full force and effect. This Agreement will remain in full force and effect if the Grantee's Lands are consolidated with any other parcel or parcel of land whatsoever.

3.03 The covenants of the Grantor and the Grantee contained herein will run with the Grantor's Lands and the Grantee's Lands respectively and benefit and bind each current owner thereof from time to time and will be binding upon the Grantor and the Grantee only during their respective ownership of any interest in the Grantor's Lands and the Grantee's Lands

respectively, but the Grantor's Lands will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Grantor or the Grantee in the Grantor's Lands or the Grantee's Lands respectively, the Grantor or the Grantee, as the case may be, will be freed and discharged from the observance and performance thereafter of the covenants on its part to be observed and performed from the time of such transfer.

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

3.05 Whenever it is required or desired that either party serve a notice on the other, service will be deemed to be satisfactory and to have occurred:

- (1) on the date of service, if that party has been served personally; or
- (2) on the date received or on the sixth day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown on title to the Grantor's Lands or the Grantee's Lands, or the relevant part thereof, in the records of the Land Title Office for that party or to whatever address the parties from time to time in writing notify the other or otherwise agree to.

3.06 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

3.07 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.

3.08 This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns notwithstanding any rule of law or equity to the contrary.

3.09 The Grantee may make or cause to be made such changes to this Agreement, including the Form C, in order to make it in a form that is registrable in the Land Title Office.

4.00 Additional Covenants

4.01 The Grantor will not assign, transfer, convey or dispose of the Grantor's Lands or any part thereof or interest therein to any person, firm or corporation unless prior thereto the Grantor causes such person, firm or corporation to assume all of the duties and obligations of the Grantor pursuant to this Agreement pursuant to a written agreement in the form required by the Grantee, acting reasonably, and under seal, if required by the Grantee.

4.02 This Agreement is granted pursuant to the Agreement re: Trail Easements and Bed units dated as of November 1, 2006 between Whistler Mountain Resort Limited Partnership, the Grantor, Ian Bunbury and Pat Bunbury (Ian Bunbury and Pat Bunbury are together called the

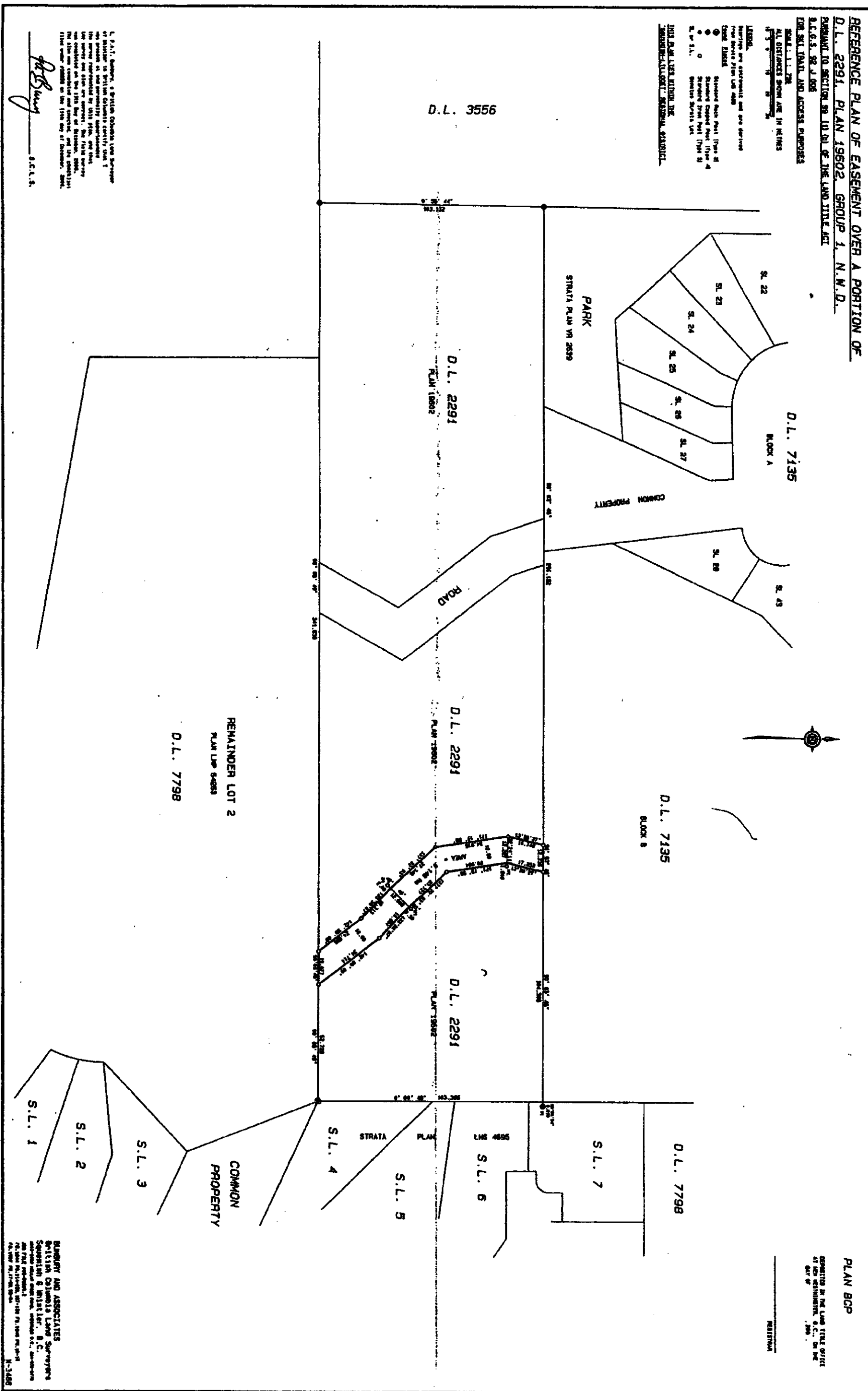
“Covenantors”). The Grantor agrees that upon the written request of the Grantee at any time prior to December 31, 2010, the Grantor will:

- (1) grant to the Grantee and the Kadenwood Strata Corporation an easement over the Easement Area, in the form and content of Schedule B; or
- (2) grant to the Kadenwood Strata Corporation an easement over the Easement Area, in the form and content of Schedule B, revised to delete the references to the Grantee (Intrawest ULC).

4.03 The Covenantors hereby join in with and agree to be bound by all of the covenants and agreements of the Grantor pursuant to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Form C and Form D above.

SCHEDULE A



**REFERENCE PLAN OF EASEMENT OVER A PORTION OF
D.L. 2291, PLAN 18002, GROUP 1, N.W.D.**
PURSUANT TO SECTION 99 (1) (b) OF THE LAND TITLE ACT

D.L. 2291, PLAN 18002
S.C.6.5, SR 4 000

SCALE: 1:1,200
ALL DISTANCES SHOWN ARE IN METRES

LEGEND:
--- EASEMENT
--- DISTANCE FROM POINT (Type 2)
--- DISTANCE FROM POINT (Type 4)
--- DISTANCE FROM POINT (Type 5)
--- DISTANCE FROM POINT (Type 6)

**THIS PLAN LIES WITHIN THE
ZONING DISTRICT: RESIDENTIAL, STANDARD.**

I, S.A.L. GIBSON, a British Columbia Land Surveyor
do hereby certify that this plan was prepared
in accordance with the provisions of the
Land Title Act and the Land Survey Act.
The survey was done on or about the 15th day of October, 2008.
The plan was submitted and corrected, and the conditions
thereof complied with on the 15th day of October, 2008.

S.A.L. Gibson
S.C.L.S.

PLAN BGP
REGISTERED IN THE LAND TITLE OFFICE
OF BRITISH COLUMBIA
ON THE 15th day of October, 2008.

BLUMBERG AND ASSOCIATES
British Columbia Land Surveyors
Suzanne & Ian Blumberg, B.C.
Surveyors
1000 West Broadway, Suite 1000
V6P 3E7
Tel: 604-681-1111
Fax: 604-681-1112

SCHEDULE B

STRATA CORPORATION EASEMENT

**LAND TITLE ACT
FORM C**

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT – PART 1

(This area for Land Title Office use)

Page 13 of 23 pages

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

John Doolan, McCarthy Tétrault LLP
1300-777 Dunsmuir Street, Vancouver, B.C. V7Y 1K2
Phone: (604) 643-7100
Client No. 010452

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

(PID)	(LEGAL DESCRIPTION)
006-984-801	Resort Municipality of Whistler District Lot 2291, Plan 19602

3. **NATURE OF INTEREST:***

DESCRIPTION	DOCUMENT REFERENCE (PAGE AND PARAGRAPH)	PERSON ENTITLED TO INTEREST
See Schedule	See Schedule	See Schedule

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

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

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

5. **TRANSFEROR(S):***

ALEXANDER CLIVE BUNBURY

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

INTRAWEST ULC (Extra-Provincial Registration No. A69356), of Suite 800 - 200 Burrard Street, Vancouver, British Columbia, V6C 3L6 (Registered Owner of Lot 2 Except Portion: (1) Phase 1 Strata Plan LMS4695, (2) Phase 2 Strata Plan LMS4695, Group 1, District Lot 7798, New Westminster District, Plan LMP54253 (PID 025-424-301))

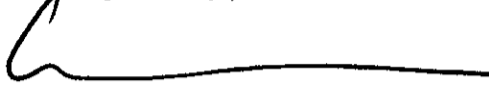
THE OWNERS, STRATA PLAN LMS4695, of #202 – 1410 Alpha Lake Road, Whistler, British Columbia, V0N 1B1

7. **ADDITIONAL or MODIFIED TERMS:***
Nil

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

USE BLACK INK ONLY

Officer Signature(s)



D. SHAWN JONES
Barrister & Solicitor
P.O. Box 500, Squamish, B.C.
V0N 3G0 (604) 892-2200

Execution Date

Y M D

07	0	21
----	---	----

USE BLACK INK ONLY

Party(ies) Signature(s)



Alexander Clive Bunbury

INTRAWEST ULC by its authorized signatory:

Print Name:

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

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

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

USE BLACK INK ONLY
Officer Signature(s)

Execution Date		
Y	M	D

USE BLACK INK ONLY
Party(ies) Signature(s)

**THE OWNERS, STRATA PLAN
LMS4695** by its authorized signatories:

Print Name:

Print Name:

(as to all signatures)

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

**LAND TITLE ACT
FORM E****SCHEDULE**

Page 16 of 23 pages

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

**3. NATURE OF INTEREST:
DESCRIPTION**

Easement over Part on
Plan _____

**DOCUMENT REFERENCE
(PAGE AND PARAGRAPH)
Entire Instrument**

PERSON ENTITLED TO INTEREST

Registered Owner of Lot 2 Except
Portion: (1) Phase 1 Strata
Plan LMS4695, (2) Phase 2 Strata
Plan LMS4695, Group 1, District
Lot 7798, New Westminster
District, Plan LMP54253
(PID 025-424-301)

The Owners, Strata Plan LMS4695
– Strata Lots 1 to 40, District
Lot 7798, Group 1, New
Westminster District, Strata
Plan LMS4695 and the Common
Property of Strata Plan LMS4695

LAND TITLE ACT

TERMS OF INSTRUMENT – PART 2

Page 17 of 23 pages

EASEMENT AGREEMENT

BETWEEN:

ALEXANDER CLIVE BUNBURY
P.O. Box 2071
Garibaldi Highlands, B.C. V0N 1T0

(the “Grantor”)

AND:

INTRAWEST ULC
(Extra-Provincial Registration No. A0069356)
Suite 800 - 200 Burrard Street
Vancouver, B.C. V6C 3L6

(the “First Grantee”)

AND:

THE OWNERS, STRATA PLAN LMS4695
c/o Whistler Resort Management
202 – 1410 Alpha Lake Road
Whistler, B.C. V0N 1B1

(the “Second Grantee”)

(the First Grantee and Second Grantee are together called the “Grantees”)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of lands and premises situated in Whistler, British Columbia and legally described as follows:

Parcel Identifier: 006-984-801
District Lot 2291
Plan 19602

(the “Grantor’s Lands”);

- B. The First Grantee is the registered owner in fee simple of lands and premises situated in Whistler, British Columbia and legally described as follows:

Parcel Identifier: 025-424-301

Lot 2 Except Portion:

(1) Phase 1 Strata Plan LMS4695,

(2) Phase 2 Strata Plan LMS4695

Group 1, District Lot 7798, New Westminster District
Plan LMP54253

(the "First Grantee's Lands");

- C. The Second Grantee is responsible for managing and maintaining the common property and common assets of the strata corporation for the benefit of the owners, the common property being the lands and premises situated in Whistler, British Columbia and legally described as follows:

The Common Property of Strata Plan LMS4695

(the "Second Grantee's Lands")

(the First Grantee's Lands and the Second Grantee's Lands are collectively called the "Grantees' Lands");

- D. The Grantor has agreed to an easement in favour of the Grantees in respect of that portion (the "Easement Area") of the Grantor's Lands shown outlined in heavy black lines on the Reference Plan of Easement over a Portion of D.L. 2291, Plan 19602, Group 1, N.W.D. prepared by P.A.T. Bunbury, British Columbia Land Surveyor, on December 11, 2006, a reduced copy of which is attached as Schedule A hereto, in accordance with the terms and conditions of this Agreement, for the purposes of the development, construction, use, inspection, maintenance, renewal, repair, alteration and replacement of an access trail within the Easement Area;
- E. Pursuant to section 78 of the *Strata Property Act* (British Columbia), a strata corporation may, without further approval, accept on behalf of the strata corporation the grant of an easement benefiting the common property included in a strata plan, on behalf of the owners; and
- F. The strata council of the Second Grantee, on behalf of the Second Grantee, has approved of the grant of the easement herein to the Second Grantee, as evidenced by the signatures of two members of the strata council of the Second Grantee on the Form D above.

THEREFORE in consideration of the premises, the amount of \$1.00 and other good and valuable consideration to paid by the Grantees to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.00 Easements for the Grantees

1.01 The Grantor hereby grants, transfers and conveys unto the Grantees for the benefit of and to be appurtenant to the Grantees' Lands, the non-exclusive, full, free and uninterrupted

right, license, liberty, privilege, easement and right of way for the Grantees, their successors and assigns and their respective contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees and guests, including, without limitation, purchasers or prospective purchasers from the Grantees and including members of the public, at all times hereafter, by night and by day, and at their will and pleasure, to:

- (1) enter upon, go across, pass over and repass over, within, upon and along the Easement Area with or without equipment or vehicles for the purposes of carrying out, developing and constructing within the Easement Area an access trail (the "Trail") and all landscaping in connection therewith, together with all soil, dirt, fill, gravel, asphalt, paving, cement, drains, pipes and other materials and appurtenances, as are reasonably required by the Grantees in connection with the Trail (collectively called the "Grantees' Works") and inspecting, maintaining, renewing, repairing, altering and replacing the Grantees' Works or any of them and grooming the Trail;
- (2) enter upon, go across, pass over and repass over, within, upon and along the Easement Area on foot or with bicycles, skis, snowboards, snow groomers or similar equipment, but not motorized vehicles except for snow groomers, for the purposes of obtaining access over the Trail within the Easement Area to and from the Grantees' Lands;
- (3) clear the Easement Area and keep it clear of anything which in the reasonable opinion of the Grantees constitutes or may constitute an obstruction to the use of the Trail; and
- (4) do all acts and things as are reasonably necessary for or incidental to the exercise of the rights granted in this section 1.01.

2.00 Grantees' Covenants

2.01 The Grantees acknowledge and agree as follows:

- (1) the First Grantee will construct the Grantees' Works, as determined by the First Grantee, in a good and workmanlike manner, at the cost and expense of the First Grantee;
- (2) the Grantees will inspect, maintain repair, renew and replace the Grantees' Works in a good and workmanlike manner and ensure that the Grantees' Works and the Easement Area are kept in a safe, clean and well maintained condition at all times during the term of this Agreement, all at the cost and expense of the Grantees as set out in section 2.03 and, if applicable, the Grantor as set out in section 2.04;
- (3) the Grantees and any person claiming under or through the Grantees will be using the Easement Area at the risk of the Grantees and the Grantees will take out and maintain at all times reasonable insurance in respect hereof and provide the

Grantor with reasonable evidence thereof upon the Grantor's reasonable request therefor;

- (4) the Grantees will indemnify and save harmless the Grantor in respect of any action, cause of action, suit, claim, builders' lien or other lien, loss, cost, damage or demand of any kind or nature whatsoever (including legal fees and expenses), at law or in equity, arising from the exercise by the Grantees or their contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees or guests, including members of the public, of its or their rights under this Agreement, except to the extent that any such action, cause of action, suit, claim, builders' lien or other lien is caused by the negligence or wilful misconduct of the Grantor or any person for whose conduct the Grantor is responsible;
- (5) the Grantees will exercise their rights and carry out their duties and obligations hereunder in a reasonable manner; and
- (6) the Grantees will exercise the utmost care not to damage the Lands outside of the Easement Area and if the Grantees or their contractors, subcontractors, employees, licensees, agents, servants, workmen, permittees, invitees or guests, including members of the public, should cause any such damage, the Grantees will restore the Lands outside of the Easement Area to as close to its pre-damaged condition as is reasonably practical with reasonable dispatch or, where the Grantees reasonably deems restoration to be impractical, reimburse the Grantor for all damage the Grantees have caused but not repaired.

2.02 The Grantees will groom the Trail as and when determined by the Grantees in their discretion, at the cost and expense of the Grantees in accordance with section 2.03 and, if applicable, the Grantor as set out in section 2.04.

2.03 The costs and expenses payable by the Grantees in accordance with sections 2.01(2) and 2.02 will be borne and paid by the First Grantee and the Second Grantee on a pro rata basis, based upon the number of lots or strata lots into which the First Grantee's Lands and the Second Grantee's Lands, respectively, have been subdivided or are capable of being subdivided in accordance with any applicable zoning and encumbrances registered against title.

2.04 If at any time the Grantor's Lands are subdivided (by conventional subdivision plan, bare land strata plan, conventional strata plan or otherwise) to create a lot or lots (the "Grantor's Lots") to which access is provided via the roadway now known as Kadenwood Drive, the owner or owners of the Grantor's Lots will pay their pro rata share of the cost and expense of the maintenance, repair, renewal, replacement and grooming of the Trail, based upon the number of lots or strata lots determined in accordance with section 2.03 and the number of Grantor's Lots, commencing as of the time of the issuance of the first occupancy permit in respect of any of the Grantor's Lots. The owner or owners of the Grantor's Lots will pay its or their share of such costs within 30 days after receipt of an invoice from the First Grantee or the Second Grantee in respect thereof and the First Grantee and the Second Grantee will provide the owner or owners of the Grantor's lots with such information in respect of such costs and expenses as may be reasonably requested. For example, if the First Grantee's Lands are

subdivided into 20 bare land strata lots, the Grantor's Land's are subdivided into three bare land strata lots and the Second Grantee continues to represent 40 bare land strata lots, then each bare land strata lot would be allocated and required to pay 1/63rd of such costs. At any time during which the owners of the Grantor's Lots are required to pay their share of such costs, the Grantees will provide the owners of the Grantor's Lots or their representatives with an opportunity to be heard and provide comments on any plan or budget for any such maintenance, repair, renewal, replacement and grooming of the Trail, upon the written request of the owners of the Grantor's Lots, acting reasonably.

2.05 If any of the parties fails to carry out any of its duties or obligations under this Agreement, any other party may carry out any of such duties and obligations, in which case, within 10 days after written request by the party carrying out such duties or obligations, the defaulting party will reimburse the performing party for any amount paid by the performing party in respect thereof, together with 10% of such amount, plus interest on such amount at the rate of 12% per annum, calculated semi-annually, not in advance calculated from the day that is 10 days after such written request by the performing defaulting party to the date of reimbursement by the defaulting party.

2.06 Without limiting section 2.05, if any of the parties is in default of its obligation to pay its share of any costs or expenses in this Agreement, any of the other parties may pay any of such costs or expenses, in which case, within 10 days after written request by the party paying such costs, the defaulting party will reimburse the party paying such costs for the amount paid by such party, together with 10% of such amount, plus interest on such amount at the rate of 12% per annum, calculated semi-annually, not in advance calculated from the day that is 10 days after such written request by the non-defaulting party to the date of reimbursement by the defaulting party.

3.00 Miscellaneous

3.01 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties and obligations hereunder.

3.02 This Agreement will be construed as running with and being a burden upon the Grantor's Lands, but no part of the fee of the soil thereof will pass to or be vested in the Grantees under or by this Agreement and if the Grantor's Lands is subdivided then the easements herein granted will continue to run with and bind each subdivided parcel thereof. This Agreement will be for the benefit of the Grantees' Lands and every parcel into which the Grantees' Lands may be subdivided, by plan, strata plan or otherwise, and the parties hereby acknowledge and agree that the Grantees' Lands may be so subdivided and that this Agreement will remain in full force and effect. This Agreement will remain in full force and effect if the Grantees' Lands are consolidated with any other parcel or parcel of land whatsoever.

3.03 The covenants of the Grantor and the Grantees contained herein will run with the Grantor's Lands and the Grantees' Lands respectively and benefit and bind each current owner thereof from time to time and will be binding upon the Grantor and the Grantees only during their respective ownership of any interest in the Grantor's Lands and the Grantees' Lands respectively, but the Grantor's Lands will nevertheless be and remain at all times charged

herewith, to the intent that upon the transfer of all interest of the Grantor or the Grantees in the Grantor's Lands or the Grantees' Lands respectively, the Grantor or the appropriate Grantee, as the case may be, will be freed and discharged from the observance and performance thereafter of the covenants on its part to be observed and performed from the time of such transfer.

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

3.05 Whenever it is required or desired that either party serve a notice on the other, service will be deemed to be satisfactory and to have occurred:

- (1) on the date of service, if that party has been served personally; or
- (2) on the date received or on the sixth day after mailing in any Canadian post office, whichever is the earlier, if mailed by prepaid registered mail, so long as the notice is mailed to the party at the most recent address shown on title to the Grantor's Lands or the Grantees' Lands, or the relevant part thereof, in the records of the Land Title Office for that party or to whatever address the parties from time to time in writing notify the other or otherwise agree to.

3.06 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

3.07 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.

3.08 This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns notwithstanding any rule of law or equity to the contrary.

3.09 The Grantees may make or cause to be made such changes to this Agreement, including the Form C, in order to make it in a form that is registrable in the Land Title Office.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the Form C and Form D above.

SCHEDULE A

