

DECLARATION(S) ATTACHED



Land Title Act
Charge
 General Instrument - Part 1

NEW WESTMINSTER LAND TITLE OFFICE
 DEC 01 2021 13:25:15.001
CA9549870

1. Application

Sarah W. Jones
Clark Wilson LLP, Barrister and Solicitor
Suite 900 - 885 West Georgia Street
Vancouver BC V6C 3H1
6046875700

File no. 51266-0002
 Access easement over common property

2. Description of Land

PID/Plan Number	Legal Description
VAS2639	THE COMMON PROPERTY STRATA PLAN VAS2639

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		Over Part on Plan 20059 R/O District Lot 2291 Plan 19602 (PID: 006-984-801)

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

THE OWNERS STRATA PLAN VAS2639, A STRATA CORPORATION UNDER THE STRATA PROPERTY ACT

6. Transferee(s)

0926904 BC LTD. 2505 GONDOLA WAY WHISTLER BC V8E 0B4	BC0926904
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7. Additional or Modified Terms



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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

Peter David Shrimpton
Lawyer & Notary Public
 Mountain Law Corporation
 #200 - 1410 Alpha Lake Road
 Whistler BC V8E 0J3

Tel: (604) 938-4947
 (as to the signature of John Cooper only)

Execution Date

YYYY-MM-DD

2021-11-29

Transferor Signature(s)

**THE OWNERS STRATA PLAN VAS2639,
 A STRATA CORPORATION UNDER THE
 STRATA PROPERTY ACT**
 By their Authorized Signatory

**Print Name: John Cooper,
 President, Strata VAS2639**

Print Name: Alan C. Wallace

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.

Witnessing Officer Signature

Sarah W. Jones
Barrister & Solicitor
 Clark Wilson LLP
 900 - 885 West Georgia Street
 Vancouver BC V6C 3H1

T. 604.687.5700
 (As to the signature of Ian Bunbury)

Execution Date

YYYY-MM-DD

2021-11-30

Transferor Signature(s)

0926904 BC Ltd.
 By their Authorized Signatory

Print Name: Ian Bunbury



Land Title Act

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Print Name: Paul A.T. 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.

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.

**Sarah Wyn
Jones Z7KJWG**

Digitally signed by
Sarah Wyn Jones Z7KJWG
Date: 2021-12-01
13:19:55 -08:00

TERMS OF INSTRUMENT – PART 2

THIS AGREEMENT made this 25 day of November, 2021.

BETWEEN:

The Owners, Strata Plan VAS2639
(hereinafter called the “**Transferor**”)

OF THE FIRST PART

AND:

0926904 BC Ltd.
(hereinafter called the “**Transferee**”)

OF THE SECOND PART

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

No *PID*
Common Property Strata Plan VAS2639

(hereinafter called the “**Servient Tenement**”);

- B. The Transferee is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

PID: 006-984-801
District Lot 2291
Plan 19602

(hereinafter called the “**Dominant Tenement**”).

[The Servient Tenement and the Dominant Tenement are collectively called the “**Lands**”]

- C. The Transferor has agreed to grant to the Transferee an easement for the purposes of ingress and egress over a portion of the Servient Tenement shown in heavy black outline on Explanatory Plan 20059, a copy of which is attached hereto as Schedule “A”.
- D. A road has been constructed and installed on portions of the Servient Tenement shown in heavy black outline on Explanatory Plan 20059 and for the purposes of access and maintenance of the same, the parties have agreed to the easement as hereinafter defined.

- E. The Transferee is proposing a sub-division of their land into five lots and this easement is required for access to their lands.
- F. The Transferor has agreed to provide this easement for up to five lots in consideration of the Transferee caring for the easement area during the construction period for the homes on the said Lands and for the on-going contribution pro-rata with the Strata Members for the repairs and maintenance of the easement area and snow clearing of the Easement Area.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good valuable consideration paid by the Transferee to the Transferor, the receipt of which is hereby acknowledged, the Transferor does hereby covenant and agree with the Transferees as follows:

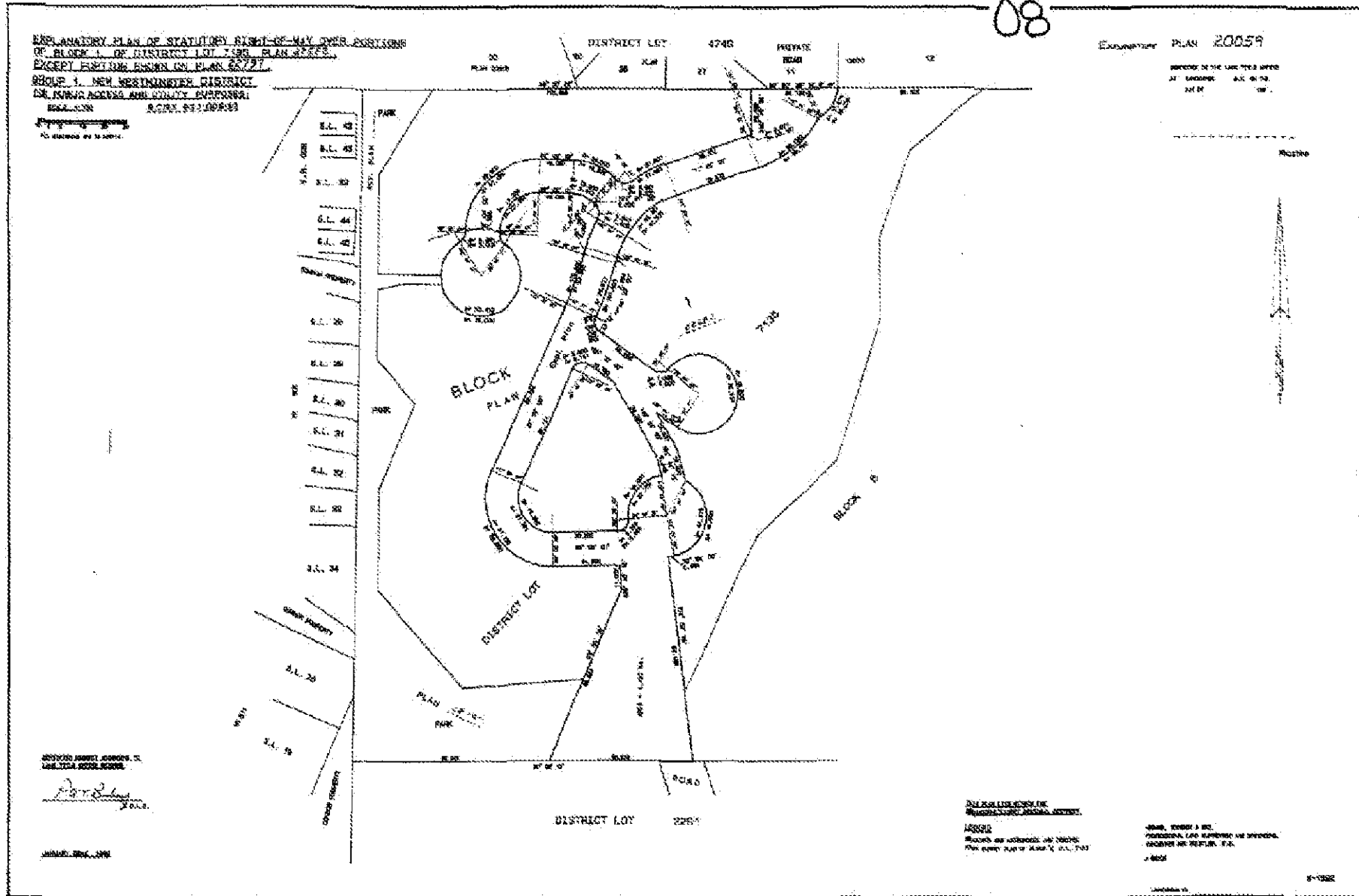
1. The Transferors, on behalf of themselves and their heirs, executors, administrators, successors and assigns, hereby as the registered owner of the Servient Tenement **DOES HEREBY GRANT AN EASEMENT** unto the Transferee as the registered owner of the Dominant Tenement, their heirs and assigns, owners and occupiers for the time being of all and singular that certain parcel or tract of land and premises, situate and being in the Resort Municipality of Whistler, Province of British Columbia, and more particularly known and described as all that portion of the Servient Tenement shown outlined in heavy black lines as shown on Explanatory Plan 20059 (hereinafter referred to as the "**Easement Area**") and the Transferor grants to the Transferee and their agents, servants and workmen and all other persons a free, uninterrupted, unobstructed right of way in common with the Transferor for persons, animals, commercial vehicles and pleasure vehicles through, along and over the Easement Area.
2. The Transferor hereby grants and conveys unto the Transferee the full, free, unrestricted and uninterrupted right, liberty, privilege and right of way for the Transferee, its servants, employees, agents and all others, the licensees of the Transferee, from time to time and at all times to enter the Easement Area for the purposes aforesaid.
3. **THE Transferor COVENANTS AND AGREES WITH** the Transferee:
 - (a) that the Transferor will never erect, place or maintain any building or structure, including anything made of concrete on any portion of the said easement which will have the effect of impeding passage through the Easement Area but may construct buildings, improvements and services over the Easement Area which do not obstruct the Easement Area.
4. **THE Transferee COVENANTS AND AGREES WITH** the Transferor:
 - (a) That the Transferee will thoroughly clean the Easement Area, including any rubbish and construction debris and as far as practicable restore the surface of the Easement Area to the same condition as prior to the commencement, during and at the completion of construction on the Dominant Tenement, or of any subsequent work thereto;
 - (b) That the Transferee will abide by and be subject to all Strata By-Laws and other regulations and strata fines regarding the Easement Area, including parking restrictions, on the same basis as a Bear Creek Strata Member;

- (c) Upon the registration of a subdivision plan of the Dominant Tenement in the Land Title Office, the Transferee will provide to the Transferor a \$50,000.00 bond to be held by the Transferee pending completion of all development on the Dominant Tenement. Upon commencement of the development of the Dominant Tenement, a third party engineer appointed by the Transferor, and agreed to and paid by the Transferee acting reasonably, will determine the condition of the Easement Area as at the commencement and completion of all homes on the Dominant Tenement, if there is any damage to the Easement Area caused by the Transferee and estimate the cost to repair any such damage. The bond may be used by the Transferor to pay any costs to repair the damage to the Easement Area as determined by the engineer and any remaining funds will be returned to the Transferee, or with any shortfall being payable by the Transferee.
5. It is mutually understood, agreed and declared by and between the Transferor and Transferee:
- (a) That the cost of any necessary improvements to the Easement Area including the access road required as a direct result of the development of the Dominant Tenement shall be borne solely by the Transferee and will be approved by the Transferor prior to construction and will be built to the same standards as the Easement Area;
- (b) That the costs of maintaining, providing access, clearing snow, repairing and, if necessary, reconstructing the Easement Area shall be borne on a pro-rata basis by the Transferor (the number of strata lots within the Servient Tenement) and the Transferee (the number of strata lots in the Dominant Tenement) on an annual basis. All charges levied to the Transferee shall be due and payable forthwith following the Annual General Meeting of the Transferor and its approval of the budget costs. For clarity, the 2020 annual charge is \$2,400 per lot owner in the Dominant Tenement;
- (c) That this Indenture shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, and the parties hereto;
- (d) That this Indenture and the covenants herein shall run with and bind the said lands;
- (e) That whenever the singular or the masculine is used the same shall be construed as meaning the plural or feminine, or body politic or corporate where the context or the parties hereto so require.

EXECUTED ON FORM C ATTACHED HERETO AND FORMING PART HEREOF.

SCHEDULE "A"

Explanatory Plan 20059





Form E Certificate of Strata Corporation attached.

Electronic Signature

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Sarah Wyn
Jones Z7KJWG**

Digitally signed by
Sarah Wyn Jones Z7KJWG
Date: 2021-11-30
11:48:12 -08:00

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Strata Property Act

FORM E

CERTIFICATE OF STRATA CORPORATION

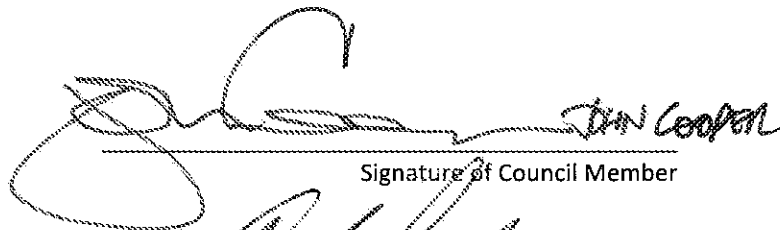
*(Sections 78, 79, 80, 214, 257, 259, 261, 262, 263 or 266 of the Act
or Section 17.20 of the Regulations)*

The Owners, Strata Plan VAS2639 certify that a resolution referred to in section 80 of the *Strata Property Act* was passed by a:

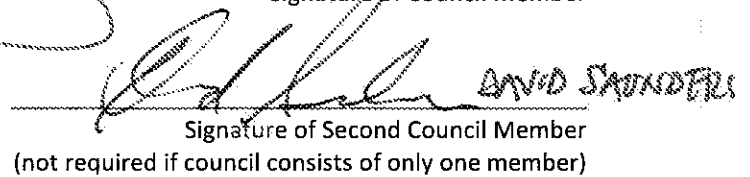
- [check appropriate vote] unanimous vote; or
- 3/4 vote

at a special general meeting held on November 20, 2021, and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purposes of section 165(4)(f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act* or the Strata Property Regulation, and the instrument conforms to the resolution.



 Signature of Council Member



 Signature of Second Council Member
 (not required if council consists of only one member)