

RESORT MUNICIPALITY OF WHISTLER

HOUSING AGREEMENT BYLAW (2028 ROB BOYD WAY) NO. 2328, 2022

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS the owner of land located at 2028 Rob Boyd Way legally described as

PID: 024-867-900
LOT 3 DISTRICT LOT 5316 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
LMP47410
(the "Land")

wishes to develop employee housing on the Land;

AND WHEREAS the Resort Municipality of Whistler (Municipality) wishes to enter into a housing agreement in order to secure use of three (3) dwelling units to be located on the Land for employee housing, in perpetuity.

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

CITATION

1. This Bylaw may be cited for all purposes as "Housing Agreement Bylaw (2028 Rob Boyd Way) No. 2328, 2022".

AUTHORIZATION OF HOUSING AGREEMENT

2. Council hereby authorizes the Municipality to enter into a housing agreement with the owner of the Land in substantially the form attached to this Bylaw as Schedule A (Housing Agreement).
3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the Housing Agreement as required by section 483 of the Local Government Act.

GIVEN FIRST, SECOND and THIRD READINGS this day of , 2022.

ADOPTED this day of , 2023.

Jack Crompton,
Mayor

Pauline Lysaght,
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Housing Agreement Bylaw (2028 Rob Boyd Way) No. 2328, 2022".

**SCHEDULE A TO HOUSING AGREEMENT BYLAW (2024
ROB BOYD WAY) NO. 2328, 2022**

HOUSING AGREEMENT (RENTAL BUILDING)

TERMS OF INSTRUMENT – PART 2

HOUSING AGREEMENT AND SECTION 219 COVENANT (WITH RENT CHARGE AND INDEMNITY)

This Agreement dated for reference December 20, 2022 is

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER,

4325 Blackcomb Way Whistler, BC V0N 1B4

(the “Municipality”)

AND:

WHISTLER MOUNTAIN SKI CLUB, (INC. NO. S8101),

2028 Rob Boyd Way, Whistler BC V8E 0B6

(the “Owner”)

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the Municipality to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of housing units identified in the agreement, including terms and conditions respecting form of tenure, the availability of housing units to classes of persons, rents and lease, sale or share prices that may be charged and the rates at which these may be increased over time.
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Municipality that may include, among other things, provisions respecting the use of land or a building on land, that land is to be constructed in accordance with the covenant and that land is not to be subdivided or may only be subdivided in accordance with the covenant.
- C. The Owner is the registered owner of the Land.
- D. The Owner and the Municipality wish to enter into this Agreement to provide for affordable employee housing on the Land, as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

THIS AGREEMENT is evidence that in consideration of the payment of \$1.00 by the Municipality to the Owner, and other good and valuable consideration, the receipt and sufficiency of which the Owner hereby acknowledges, the Municipality and the Owner covenant and agree pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* as follows:

Definitions

1. In this Agreement:
 - a. "Agreement" means these Terms of Instrument - Part 2, the *Land Title Act* General Instrument – Part 1 to which these Terms of Instrument are attached and all Schedules attached to these Terms of Instrument.
 - b. "CPI" means the Consumer Price Index for Canada, all-items, excluding eight of the most volatile components and the effect of changes in indirect taxes (CPIX), as determined by the Bank of Canada (or its successor in function), or, if that index is no longer published or available, a comparable index selected by the Municipality.
 - c. "Daily Amount" means \$700.00 per day as of December 31, 2020, increased thereafter by the same percentage as the percentage increase, if any, in CPI from December 31, 2020 to January 1 of the calendar year of the applicable breach of this Agreement.
 - d. "Development Plans" means the plans (including floor plans) attached as Schedule A.
 - e. "Dwelling Unit" means a self-contained set of habitable rooms, including one set of cooking facilities, located on the Land.
 - f. "Employee" means a Resort Employee or a WMSC Employee.
 - g. "Employee Unit" means a Dwelling Unit that is designated as an Employee Unit pursuant to this Agreement.
 - h. "Gross Floor Area" shall have the meaning as defined in Zoning and Parking Bylaw No. 303, 2015 as may be amended from time to time.
 - i. "Land" means the land described in Item 2 of the General Instrument – Part 1 forming part of this Agreement.
 - j. "LTO" means the New Westminster Land Title Office, or its successor in function.
 - k. "Master Lease" means a lease between the Owner and a Qualified Whistler Business.
 - l. "Master Tenant" means the tenant under the terms of a Master Lease or one of its affiliates.

- m. “Maximum Rent” means:
 - i. for an Employee Unit shown on the Development Plans as Unit Type A, \$1,325.00 per month, per bedroom; and
 - ii. for an Employee Unit shown on the Development Plans as Unit Type B, \$2,040.00 per month,

in each case increased annually by the same percentage as the percentage increase, if any, in CPI since January 1, 2022.
- n. “Owner” means the person identified as “Owner” above and any subsequent person registered in the LTO as entitled to the fee simple of the Land.
- o. “Qualified Whistler Business” means an individual, partnership or incorporated body, with one or more employees, which operates a business that:
 - i. is operated at premises located either within the boundaries of the Resort Municipality of Whistler or at the Whistler Olympic Park;
 - ii. holds a valid business license from the Municipality that is not a “non-resident business license” or is exempt from business licensing requirements;
 - iii. is a permitted use of the business premises under the Municipality’s zoning bylaw; and
 - iv. primarily serves Resort Municipality of Whistler residents, homeowners, businesses or tourists;
- p. “Resort Employee” means an individual who is either employed or self-employed for an average of at least 30 hours per week by one or more Qualified Whistler Business(es) and is legally permitted to work in Canada.
- q. “Tenancy Agreement” means a written agreement between the Owner and an individual providing the individual with a right to occupy and possession of an Employee Unit, or a sublease agreement permitted under this Agreement providing an individual with a right to occupy and possession of an Employee Unit.
- r. “Tenant” means a tenant under a Tenancy Agreement.
- s. “WMSC Employee” means an individual who is employed by the Whistler Mountain Ski Club, or by the Whistler Mountain Ski Club and a Qualified Whistler Business, for an aggregate average of at least 30 hours per week and is legally permitted to work in Canada.

Development Restrictions & Designation of Employee Units

2. **Development Requirements** – The Land shall not be developed, constructed-upon, or built-upon, unless and until such development, construction or building is in accordance with the Development Plans, except as otherwise may be approved by the General Manager of Resort Experience. For certainty, this covenant does not apply to or restrict modifications to the improvements existing on the Land as of the date of this Agreement which modifications may be pursued by the Owner in accordance with applicable bylaws.
3. **Employee Units Designation** – The three Dwelling Units shown on the Development Plans are hereby designated, and shall be, Employee Units for the purposes of this Agreement.
4. **Subdivision Prohibition** – The Land, and any building from time to time on the Land, shall not be subdivided by any means, including by deposit of a strata plan of any kind under the *Strata Property Act*.

Employee Unit Occupancy

5. **Employee** - Each Employee Unit may only be used and occupied as a primary residence, occupied by one or more Employees pursuant to a Tenancy Agreement and rented to that/those Employee(s) in accordance with the requirements of Section 11. For clarity, no person may occupy an Employee Unit except for an Employee and that individual's relations and spouse as permitted under the next following section.
6. **Relatives and Spouses, Room Rental** - In addition to the Employee who occupies an Employee Unit pursuant to a Tenancy Agreement and in accordance with Section 11:
 - a. one or more additional individuals may also occupy an Employee Unit with such Employee, if such additional individual or individuals occupy the Employee Unit as a single domestic unit with the Employee and each such additional individual is either related by blood, marriage, adoption, common law marriage or foster parenthood to such Employee or cohabits with them in a spousal relationship; and
 - b. an Employee may sublet their Employee Unit (but, for clarity, only to an Employee), only with written permission from the Owner, in the Owner's sole discretion, and pursuant to a Tenancy Agreement at a rent not to exceed the Maximum Rent and the provisions of this Agreement applicable to the rental of an Employee Unit shall apply to such rental.
7. **Occupancy Limit** - The number of individuals occupying an Employee Unit shall not exceed the number of individuals the Municipality's Building Inspector determines may reside in the Employee Unit given the size of the Employee Unit and any applicable standards and requirements contained in any bylaws of the Municipality.

8. **Statutory Declarations** - Within thirty days following the Municipality's request from time to time, the Owner of an Employee Unit will deliver to the Municipality a statutory declaration in respect of the Employee Unit made by the Owner, substantially in the form attached as Schedule B and containing all of the information required to complete the statutory declaration, together with any evidence the Municipality may request under the next following section. The Municipality may request such a statutory declaration in respect of an Employee Unit no more than four times in any calendar year. The Owner hereby irrevocably authorizes the Municipality to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient of such a request for information from the Municipality to provide the requested information to the Municipality, subject always to all applicable laws.

9. **Additional Evidence** - The Municipality may require upon request reasonable evidence in support of a statutory declaration under the preceding section, including copies of any or all of the following:
 - a. ICBC vehicle insurance and registration,
 - b. government-issued personal identification, including driver's license, BCID card, British Columbia Services Card, Home Owner's Grant,
 - c. pay statements or records of employment,
 - d. educational enrolment verification of,
 - e. separation agreements, and
 - f. insurance certificates for homeowners or tenants insurance.

10. **Hardship Relief from Occupancy Requirements** - If the Owner of an Employee Unit cannot comply with the occupancy requirements of this Agreement in relation to the Employee Unit for reasons of hardship, the Owner may request in writing that the Municipality alter the Owner's obligations under this Agreement with respect to the Employee Unit, but no such request may be made later than 30 days after the Municipality has delivered to the Owner a notice of breach of this Agreement. The request must set out the circumstances of the hardship and the reasons why the Owner cannot comply with the occupancy restrictions. For clarity, whether or not to grant relief to the Owner pursuant to a request under this section shall be in the Municipality's sole discretion, the Municipality is under no obligation to grant any relief under this section and nothing in this section shall affect the Municipality's rights and remedies in respect of this Agreement.

Employee Unit Rental

11. An Employee Unit may only be rented to one or more Employees (together with, if applicable, other persons as permitted under Section 6), and only in accordance with the following requirements:
 - a. **Tenancy Agreement** – an Employee Unit may only be occupied pursuant to a Tenancy Agreement;
 - b. **Rent** – rent for the Employee Unit must be payable on a bi-weekly or monthly basis or such other regular payment basis agreed to by the Owner and Tenant;
 - c. **Maximum Rent** – the rent payable for the Employee Unit must not exceed the Maximum Rent for the Employee Unit;
 - d. **Extra Charges** – the occupants of an Employee Unit must not be required to pay any extra charges or fees for use of any common property, limited common property or other common area, including parking or storage areas, or for sanitary sewer, storm sewer, water utilities, strata fees or levies or property taxes, provided that, for clarity, this section does not apply to cablevision, telephone, other telecommunications, electric car charging stations or gas utility or electricity utility fees or charges and further that the Owner may charge a maximum of an additional \$75.00 per month if the Employee Unit is fully furnished and an additional \$25.00 per month if the Employee Unit has access within the building to a fully functioning washer and dryer;
 - e. **Storage and Garage Not Habitable Space** – storage areas and garage space shall not be habitable space or rented as such;
 - f. **Attach this Agreement** – a copy of this Agreement must be attached to the Tenancy Agreement;
 - g. **Tenant to Comply** – the Tenancy Agreement must include a clause requiring the Tenant to comply with the use and occupancy restrictions contained in this Agreement, subject to the *Residential Tenancy Act*;
 - h. **Termination for Agreement Contravention** – the Tenancy Agreement must include a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Employee Unit in contravention of this Agreement;
 - i. **Identified Occupants** – the Tenancy Agreement must identify all occupants of the Employee Unit permitted under the Tenancy Agreement, and must stipulate that anyone not identified in a Tenancy Agreement is prohibited from residing at the Employee Unit for more than 30 consecutive days in any calendar year;
 - j. **Absentee Tenants** – the Tenancy Agreement must provide that the Owner may terminate the Tenancy Agreement if the Tenant remain absent from the Employee

Unit for three consecutive months or longer, such termination to be in accordance with the *Residential Tenancy Act*;

- k. **No Sublease** – the Tenancy Agreement must provide that the Tenant will not sublet the Employee Unit or assign the Tenancy Agreement unless permitted in writing by the Owner, in the Owner’s sole discretion; and
 - l. **Copy to Municipality** – the Owner must deliver a copy of the Tenancy Agreement to the Municipality upon demand.
12. **Tenancy Agreement Termination for Tenant Contravention** - The Owner of an Employee Unit will make reasonable efforts to terminate a Tenancy Agreement for the Employee Unit where the Tenant uses or occupies, or allows use or occupation of the Employee Unit in contravention of this Agreement or the Tenancy Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*.
 13. **Screening Tenants** - The Owner will be solely responsible for screening prospective Tenants to determine whether or not they qualify to occupy an Employee Unit in accordance with this Agreement and the Owner may select prospective Tenants in its sole and absolute discretion, subject to the terms of this Agreement.
 14. **Priority of Tenants** – The Owner must offer an Employee Unit eligible for rent to prospective Tenants in the following order of priority:
 - i. First, to someone that meets the definition of WMSC Employee; and
 - ii. Second, to anyone that meets the definition of Resort Employee.

In all cases, the prospective Tenant must be an Employee.

15. **Master Lease** – The Owner may, despite any provision in this Agreement, grant a Master Lease of one or more of the Employee Units to a Qualified Whistler Business, which Master Lease must require such Qualified Whistler Business (the “**Master Tenant**”) to offer each such Employee Unit that is at any time not subject to a Tenancy Agreement for rent to an Employee. Any such Master Lease must require that an Employee Unit may only be rented pursuant to the terms in Section 11 of this Agreement, and may authorize and require the Master Tenant to perform any or all the obligations of the Owner under this Agreement. Provided that the Owner has provided a copy of the Master Lease to the Municipality, the Municipality may deal with the Master Tenant as if it were the Owner for purposes of those parts of this Agreement and the Employee Units that are subject to the Master Lease, including the provision of statutory declarations under Section 8. Despite any action taken by the Municipality in relation to a Master Tenant, the Owner shall remain obliged to ensure compliance with the terms of this Agreement as they apply to the Employee Units that are subject to the Master Lease and a Master Tenant’s compliance with the terms of the applicable Master Lease.

Demolition of Employee Unit

16. The Owner will not demolish any building containing an Employee Unit unless;
- a. the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner (a "**Building Professional**") that it is no longer reasonable or practical to repair or replace any structural component of the building, and the Owner has delivered to the Municipality a copy of the engineer's or architect's report; or
 - b. the building is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by a Building Professional in its reasonable discretion; and
 - c. a demolition permit for the building Unit has been issued by the Municipality (unless the building has already been destroyed by an accident, act of God, or sudden and unanticipated force) and the building has been demolished under that permit.

For clarity, following any such demolition, this Agreement shall continue to apply to the Land, except to the extent this Agreement is modified by execution of a written modification agreement authorized by bylaw of the Municipality in accordance with section 483 of the *Local Government Act*.

Rent Charge

17. **Rent Charge Calculation** - The Owner acknowledges that the Municipality requires employee housing to attract employees to work for local businesses and that these businesses generate tax and other revenue for the Municipality and economic growth for the community. The Owner therefore agrees that, in addition to any other remedies available to the Municipality under this Agreement or at law or equity, if an Employee Unit is used or occupied in breach of this Agreement, or rented at a rate in excess of that permitted under this Agreement and the Owner has failed to cure the breach after thirty (30) days' notice in writing from the Municipality (or such longer period as may be reasonably necessary to cure such breach considering the nature thereof, in which case the Owner must commence curing such default within such thirty (30) day period and thereafter diligently prosecute the same to completion), and such breach is not the result of the Owner's good faith efforts to comply with the Residential Tenancy Act, the Owner will pay, as a rent charge under the next following section, the Daily Amount to the Municipality for each day of the breach of this Agreement. The Daily Amount is due and payable immediately upon receipt by the Owner of an invoice from the Municipality for the same.
18. **Rent Charge for Amounts Owing to Municipality** - The Owner hereby grants to the Municipality a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the Municipality of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the Municipality, at its option, may

enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the Municipality in law or in equity.

General

19. **Interpretation** - In this Agreement:

- a. reference to the singular and masculine includes a reference to the plural, feminine and body corporate, and vice versa, unless the context requires otherwise;
- b. article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- c. if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- d. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- e. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- f. time is of the essence;
- g. all provisions are to be interpreted as always speaking;
- h. reference to a “day”, “quarter” or “year” is a reference to a calendar day, calendar quarter or calendar year, as the case may be, and reference to “month” or “monthly” is a reference to one-twelfth of a year, unless otherwise expressly provided;
- i. where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

Notice of Housing Agreement

20. The Owner acknowledges and agrees that:

- a. this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and
- b. the Municipality will file a notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Land.

Management and Repair

21. The Owner shall:

- a. furnish good and efficient management of the Employee Units;
- b. maintain the Employee Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land and the Employee Unit;
- c. permit representatives of the Municipality to inspect the Employee Units at any reasonable time, subject to the Owner giving reasonable notice to any Tenant pursuant to the provisions for landlord entry in the *Residential Tenancy Act*.

Notwithstanding the foregoing, the Owner acknowledges and agrees that if the Municipality bona fide believes the Owner is not fulfilling the obligations in this Section 21, the Municipality may issue a notice of default as provided in Section 17 of this Agreement.

Indemnity

22. The Owner will indemnify and save harmless the Municipality and its elected officials, officers, directors, and employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
 - a. any act or omission or negligence of the Owner, or its officers, directors, employees, agents, contractors, tenants, invitees or other persons for whom at law the Owner is responsible;
 - b. the Owner's ownership, occupation, lease, operation, management or financing of the Land or the Employee Units; or
 - c. any act or omission of the Municipality or any of its elected officials, board members, officers, directors, employees, agents or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the Municipality or by any other person for whom at law the Municipality is responsible.

Release

23. The Owner hereby releases and forever discharges the Municipality and its elected officials, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or connected to the Land or the Employee Units, including advice or direction respecting the ownership, lease, operation or management of the Land or the Employee Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

Powers Unaffected

24. 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 or any building;
 - b. impose on the Municipality any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - c. affect or limit any enactment relating to the use or subdivision of the Land or an Employee Unit; or
 - d. relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land or any building.

Benefit to Municipality

25. The Owner and the Municipality agree that:
- a. this Agreement is entered into only for the benefit of the Municipality;
 - b. this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Land or the Employee Units;
 - c. the Municipality may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

No Public Law Duties

26. Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.

Notices

27. Any notice to be given to a party pursuant to this Agreement will be sufficiently given if delivered to the postal address of Owner set out in the records at the LTO, and in the case of the Municipality addressed:

To: Corporate Officer, Resort Municipality of Whistler
4325 Blackcomb Way, Whistler, BC V8E 0X5
Email: corporate@whistler.ca

or to the most recent postal address provided in a written notice given by one party to the other. Any notice which is delivered is to be considered to have been given on the

first day after it is dispatched for delivery, if delivered by hand, or on the third day after it is dispatched for delivery, if delivered by mail.

Enurement

28. This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto, notwithstanding any rule of law or equity to the contrary.

Severance

29. If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

Remedies Cumulative, Waivers

30. All remedies of the Municipality will be cumulative and may be exercised by the Municipality in any order or concurrently in case of any breach by the Owner and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the Municipality exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

Entire Agreement

31. This Agreement constitutes the entire Agreement between the Owner and the Municipality respecting the subject matter of this Agreement.

Further Assurances

32. Upon request by the Municipality the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the Municipality to give effect to this Agreement.

Runs With Land

33. This Agreement (including the rent charge, indemnity and release contained in this Agreement) burdens and runs with, and binds the successors in title to, the Land and every parcel (including strata lots) into which it is subdivided, including each and every Employee Unit.

Remedies

34. The Owner acknowledges and agrees that damages would be an inadequate remedy for the Municipality for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, and/or enforcement of the rent charge under this Agreement, as remedies for a default by the Owner under this Agreement.

No Agency

35. Nothing in this Agreement will constitute the Owner as the agent, joint venturer or partner of the Municipality or give the Owner any authority to bind the Municipality in any way.

Priority

36. The Owner shall cause this Agreement to be registered in the applicable land title office against title to the Lands with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the Municipality under which such holder postpones all of the holder's rights to those of the Municipality under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.

Governing Law

37. The laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Any reference to a statute herein includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation that supplements or supersedes the statute or regulation.

Contract and Deed

38. By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

Execution in Counterparts & Electronic Delivery

39. This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

Executed by the parties with effect from the date first written above.

Resort Municipality of Whistler

Whistler Mountain Ski Club

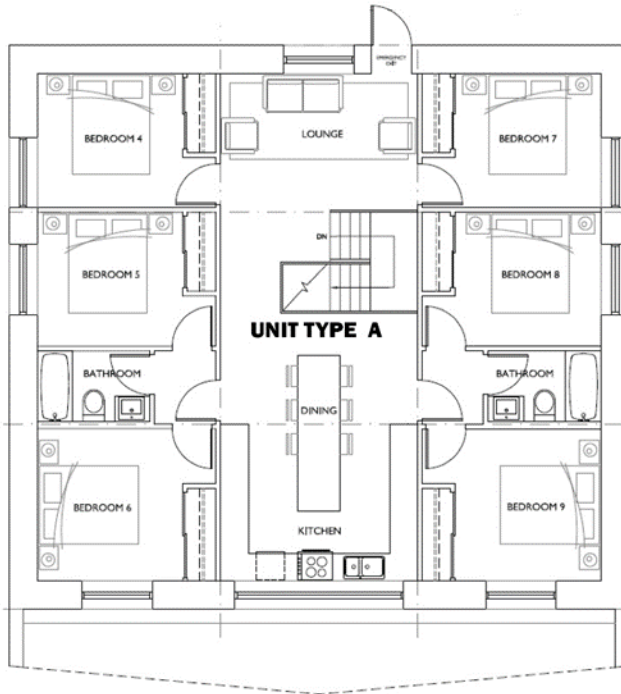
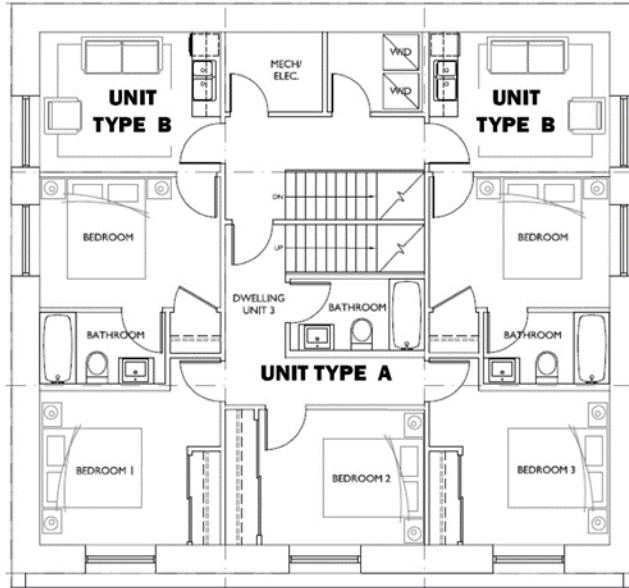
Mayor: Jack Crompton

Authorized Signatory:

Corporate Officer: Pauline Lysaght

Authorized Signatory:

**SCHEDULE A TO HOUSING AGREEMENT
DEVELOPMENT PLANS**



**SCHEDULE B TO HOUSING AGREEMENT
STATUTORY DECLARATION IN THE PROVINCE OF BRITISH COLUMBIA
IN THE MATTER OF A HOUSING AGREEMENT WITH
THE RESORT MUNICIPALITY OF WHISTLER ("Housing Agreement")**

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am a _____, of the [Whistler Mountain Ski Club/Master Tenant] _____ (the "Employee Unit"), and make this declaration to the best of my personal knowledge, without personal liability.
2. This declaration is made pursuant to the Housing Agreement, notice of which is registered in the Land Title Office under number _____ in respect of the Employee Unit.
3. For the period from _____ to _____ the Employee Unit was occupied only by the Employees (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Employers:

4. The rent charged each month for the Employee Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$_____ per month;
 - (b) the rent on this date of this statutory declaration: \$_____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$_____.
5. I confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the)
_____, British Columbia this)
_____ day of _____)
)
)

A commissioner for taking Affidavits
within British Columbia
