

File No.: 04-1000-20-2018-659

May 21, 2019

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of December 18, 2018 for:

All City documentation related to the following Development Permit applications that were submitted in February 2018:

1. 768 Seymour Street, DP-2017-00433,
2. 510 West Georgia Street, DP-2017-00387, and
3. 777 Richards Street, DP-2017-00388.

Date Range: February 1, 2017 to December 17, 2018.

All responsive records are attached.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2018-659); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,



Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:ag

2018 April 12 Thursday

Erin Fawcett
Senior Project Manager, Corporate Real Estate
TELUS Communications

DP- 2017 - 00433

Dear Erin,

Subject: Challenges surrounding Kingston Hotel raised by Telus Garden Office and Residential

Thank you for your emails and our meeting on March 20th, advising me of the laneway changes and your role as co-ordinator for Telus Gardens Office and Residential.

I am writing to describe my concerns about challenges and difficulties surrounding the Kingston Hotel created by Telus Garden Office and Residential, including the new commercial spaces proposed on the lane.

1. Hotel Rear Loading Zone

The lane management plan prepared by Bunt & Associates Engineering described how the loading bay behind Telus Garden Office was to be made available to the Kingston Hotel for deliveries. However, very soon after office building occupancy, this area has been utilized as storage space by Glowbal restaurant and Telus for their many recycling and garbage bins, with no space left for delivery vehicles. Trucks making deliveries to the hotel have been utilizing the passenger zone in front of the hotel, as well as parallel parking in the laneway when available. The hotel's passenger zone cannot accommodate larger trucks. A more comprehensive management plan must be developed.

2. Garbage Storage and Removal

The Kingston Hotel dumpsters were previously outside in the lane behind the hotel. They were quickly relocated into the loading bay, located in the Telus Garden Office building, after an agreement by all parties following the opening of Telus Garden. I agree with your new plan to relocate all bins to the Seymour building, provided that we have easy access. I look forward to learning about this proposal in more detail.

3. Hotel Passenger Zone on Richards Street

The Passenger Zone in front of the Kingston Hotel is very frequently utilized by all manner of vehicles, including delivery trucks and moving vans. Most of these are related to Telus Garden Residential, such as people waiting to make pick-ups, or trucks delivering to the apartment building. This is not acceptable. Occupants of Telus Garden Residential have a loading zone

below grade, including access to residential elevators. The Telus Garden Office building also frequently uses the Passenger Zone on Richards Street for pick-up and drop-off deliveries. Perhaps what is needed is for Telus Garden Office and Telus Garden Residential to have their own passenger zones, plus a 24/7 street Commercial Zone. Having dedicated zones is a more permanent fix, as opposed to repeatedly educating residents and commercial tenants.

4. Garbage Pick-ups and Deliveries at Telus Garden Residential

Related to the foregoing over-utilization of the passenger zone in front of the Kingston Hotel, garbage pick-up from Telus Garden Residential frequently occurs at the centre of Richards Street, and generates considerable noise prior to 7 a.m. when noise is not allowed.

5. New Commercial Premises, Lighting and Bollards in the Lane

I understand that the City has been keen to activate downtown lanes and I see that Westbank has eagerly responded to this ambition with firstly a wine bar, and now 4 more proposed commercial outlets. For this purpose, bollards have been installed and overhead catenary lighting. This is all well and good but there are consequences for hotel guests, and possibly too the residents of Telus Garden Residential. These include the impacts of customer noise and light. The restricted hours for the use of the lane by delivery traffic compresses traffic noise to nighttime hours, with serious impact on residents. I have real concerns that the late hour lane activity and overnight deliveries will impact hotel guests and Telus Garden Residence owners.

6. Concerns Which Remain from Telus Garden Construction

a) By an agreement dating back to February 17, 2015, Westbank was to apply new stucco to areas of the Kingston Hotel's south wall adjoining the parkade ramp where brickwork was exposed as a result of parkade demolition. Provision was to be made for the new surface to accommodate a mural. The stucco work was completed this spring, but the results are unsatisfactory, as recently reviewed with Masa Matsubara of Westbank Projects Corp. I understand that the deficiencies will be addressed.

b) The sidewalk in the front of the hotel was removed and then replaced so as to provide access for the installation of pipes for the heating system serving Telus Garden Residential and Office. As a result, the street trees have been replaced with a species and specimen which are inappropriate and which it has become a challenge to remedy. Also to note, the sidewalk treatment was not one of my choosing and while the City did make some concessions they did not meet my expectations.

c) Repaving of the street resulted in the removal of the cobblestone treatment of the concrete street in front of the hotel. This street treatment in the passenger zone in front of the hotel contributed significantly to the character and ambience surrounding the hotel and its bar and restaurant. The City assured me last summer that restoration of the street treatment will be undertaken, but the prospects do not seem promising.

I will also note regarding Richards Street, that representations by myself and Westbank did have the effect of stopping, or perhaps delaying, a bicycle lane on the west side of Richards between the sidewalk and vehicle parking.

7. Projects in Progress

In discussion I alluded to a number of projects still in the planning stages for enhancing the appearance of the Kingston Hotel. These are:

- a) cleaning and painting the building (to be cost-shared with Westbank). I hope this can be undertaken this summer;
- b) completing some renovations on the rear elevation at grade, involving alterations to the pub/restaurant's lane entrances with the intent to present a more appropriate appearance in the new lane environment;
- c) rebuilding the north wall (to be cost-shared with Westbank), which I acknowledge is an unsightly mess – this could include the installation of a mural near the lane;
- d) design, construction and installation of 'European' style canopies above entrances of the hotel and restaurant. There will be a new glass and steel canopy over the hotel entrance and a striped canvas awning over the restaurant. These will replace the awnings removed by Icon Construction to facilitate placing the heating system underneath our sidewalk;
- e) completing the installation of a mural at the south-east corner of the building; and
- f) completing reimbursements from Westbank Corp. for damages and expenses incurred by Kingston Hotel during the construction of Telus Garden.

Concluding Remarks

I look forward to our continued co-operation regarding the laneway development. I would also appreciate an opportunity to meet with you and Bunt & Associates Engineering to further develop a lane management plan, which I see as the highest priority effecting the hotel's operation at this time.

Sincerely,

Fred O'Hagan, President
Home Investments Ltd., Kingston Hotel Ltd. and Kingston Taphouse & Grille Ltd.
757/755 Richards Street
Vancouver, BC
V6B 3A6



TELUS Communications
510 W. Georgia Street
Vancouver, B.C.
Canada V6B 0M3

May 14, 2018

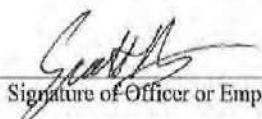
DP- 2 0 1 7 - 0 0 4 3 3

To Whom It May Concern:

Re: 768 Seymour Street, Vancouver, BC
Development Application Number DP-2017-00433

This is to confirm, TELUS will be installing an intercom system outside of the Loading Bays at 768 Seymour Street. Further to this addition of helping with all deliveries within the TELUS garden block, we will be bringing on a full-time Loading Manager who will work with all tenants on a weekly basis. A delivery calendar will be developed within the TELUS garden block, to ensure all deliveries are managed as efficient and effective as possible, allowing for ease of ability for all service vehicles.

This work will be completed prior to any tenant starting work.



Signature of Officer or Employee

Scott Dutchak,
Vice President, Real Estate

From: Phillip Rumming
To: Leung, Terry @ Vancouver
Cc: tschroeder@leckiestudio.com; [Erin Fawcett](#); [Byron Woodford](#); [Graham Benn](#)
Subject: TELUS Garden Laneway / 768 Seymour Loading Bay Project - Intercom Requirement
Date: Thursday, September 13, 2018 10:49:11 AM
Attachments: [image001.png](#)

Hi Terry:

TELUS will be installing an intercom in the alley for the TELUS 768 Seymour Street building as requested by the City of Vancouver.

TELUS Security was unaware of and was not involved in the previous dealings with the City of Vancouver with respect to intercom requirements on the alley side of the TELUS 768 Seymour building. The first we had heard of the alley intercom requirement was with respect to the recently started 768 Seymour loading bay / TELUS Garden Laneway projects and only within the last month or so.

TELUS Security's preference and recommendation would be for an intercom that can be integrated with the existing TELUS video management system and (possibly) other physical security equipment at 768 Seymour Street. This is in addition to providing the desired functions for contacting the 'Lane Manager' etc.. We have many TELUS sites with intercoms and unless we use the same products everywhere; functionally differences and support is a problem.

Our security integrator (Paladin Technologies) is working now on pricing for supply and installation of an intercom system at the alley location on the TELUS 768 Seymour building that will meet TELUS Security and lane way requirements as discussed last week. I expect to have initial pricing for an overall system within the next week or so. While there may be some fine tuning required, an intercom will be installed.

As soon as I have further details, I will pass them along. Please let me know if further information is required.

Phil Rumming
Security Consultant
TELUS Security

Office: (604) 693-8874
Mobile: (604) 619-3593



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An architectural rendering of the TELUS Garden building in Vancouver at dusk. The building features a prominent glass facade with illuminated interior spaces. A large, curved, white structural element with red and yellow accents arches over the entrance area. The scene includes a street with a few cars and trees in the foreground.

TELUS garden Laneway Manager Methodology & Scope of Work

September 2018

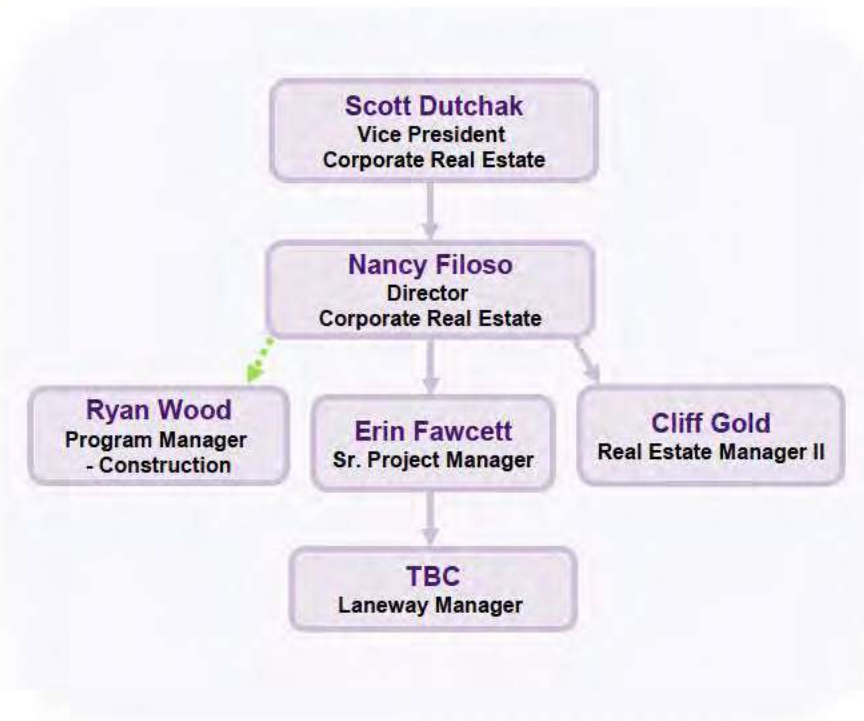
SECTION 1: TELUS Corporate Real Estate Overview

Objective

- The purpose of this document is to distinguish the various roles and responsibilities related to the TELUS Garden Laneway management and day to day operations
- For any Laneway related questions, comments or concerns, please contact the Sr. Project Manager

Corporate Real Estate Team – Roles & Responsibilities

- VP – Corporate Real Estate | Scott Dutchak | scott.dutchak@telus.com
 - Responsible for developing strategy of Corporate Real Estate Team nationally, in collaboration with other TELUS Business Units
 - Accountable for budgets, scorecard performance and entire team within Corporate Real Estate
- Director – Real Estate | Nancy Filoso | nancy.filoso@telus.com
 - Define TELUS Garden Week of Thunder celebration activities for executive approval
 - Engage appropriate business unit stakeholders on participation
 - Support project prime on timely escalations as required
 - Participate and provide updates in regularly scheduled committee meetings
 - On-site support/crisis management as required
- Sr. Project Manager – Corporate Real Estate | Erin Fawcett | erin.fawcett@telus.com
 - Project prime for overall TELUS Garden Laneway
 - Responsible for the development and management of overall plan and strategy of Laneway including project documents and budgets
 - Responsible for marketing, activations, branding and communication plans for Laneway
- Sr. Program Manager – Corporate Real Estate | Ryan Wood | ryan.wood@telus.com
 - Project prime for all construction-related items within the Laneway project
 - Responsible for development and management of construction timelines and budgets
 - Responsible for completion and delivery of leasing as it relates to Laneway tenants
- Real Estate Manager II – Corporate Real Estate | Cliff Gold | cliff.gold@telus.com
 - Manage TELUS House Vancouver facility and TELUS-specific areas of TELUS Garden Office and Residence, and / or infrastructure service program including content development



SECTION 2: Current Delivery Process

TELUS Garden Office | 510 West Georgia Street

- The TELUS Garden Mailroom is open Monday – Friday from 7am – 5pm
- From 7am – 11am a member of the TELUS Garden Security Team monitors the Laneway, wearing a high-vis vest, assisting vendors with deliveries into the TGO Loading Bay
- Before / after Mailroom hours, the Loading Bay is closed
 - The TGO Security Team is on site 24/7 so vendors can communicate with the Security Desk via a buzzer/intercom system located outside the Loading Bay and the Security Team uses cameras into the Laneway to view visitors
- Should vendors or key stakeholders know in advance of an after-hours delivery / pick up they can book via the ANGUS work order system
- TELUS Garden Security and Operations Contacts:
 - Andreas Sawall – TelusGarden_Security@securiguard.com
 - Ed Moffat - Operations Manager – Ed@securiguard.com
 - Andrew Coldwells - Operation Coordinator – AndrewC@securiguard.com

TELUS House Vancouver | 768 Seymour Street

- The TELUS House Vancouver Mailroom is operational Monday – Friday from 8am – 4pm
- The TGO Security Team assists with any deliveries into the THV Loading Bays as required during their 7am – 11am
- Before / after Mailroom hours, the Loading Bay is closed
 - The THV Security Team is on site 24/7 so vendors can communicate with the Security Desk via a buzzer/intercom system located outside the Loading Bay and the Security Team uses cameras into the Laneway to view visitors

TELUS Garden Residence | 777 Richards Street

- TGR residents utilize a parkade which enters from Richards Street and is not accessible from the Laneway
 - The concierge is on site 24/7 and assists residents as required
- Commercial/retail tenants of TGR utilize the Loading Bays in the Laneway and are booked via the Concierge Desk
- The TGO Security Team assists with any deliveries into the THV Loading Bays as required during their 7am – 11am



SECTION 3: Laneway Manager – Role Overview & General Information

The Laneway Manager will provide integral support and the strategy and implementation of operations within the TELUS Garden Laneway, including but not limited to:

- Developing relationships and liaising with Laneway all internal and external key stakeholders for Laneway deliveries
- Scheduling projected deliveries on a weekly basis for three loading bay areas within the Laneway
- Being on site to oversee schedule and respond to last minute deliveries or problem solve solutions within the Laneway
- Supporting and communicating with all key stakeholders during construction to help mitigate challenges involved
- Coordinating Laneway logistics for events or activations as well as communicate event details to key stakeholders and tenants (*see appendix for Laneway programming examples*)

Days

- Monday – Friday
- Weekends
 - As 95% of all deliveries take place Monday-Friday, if a delivery does take place on the weekend we will revert to the existing process (*see section 2 for details*), with the TGO Security team receiving the deliveries via the TGO loading bay. They can then be walked to the delivery location should they be for another building
 - Frequency of weekend deliveries will be monitored closely and will be addressed should delivery frequency increase

Times

- 730am – 330pm
- From 330pm – 5pm the TGO mailroom is operational and manage deliveries per the existing process
 - Upon completion of their shift each day, the Laneway Manager will coordinate with the Mailroom Lead, any outstanding deliveries on the schedule and either the Laneway Manager or their Manager will be available by phone to answer questions as needed
- From 5pm – 6pm revert to existing process where respective Security/Concierge teams at TGR, TGO and THV will monitor Laneway activity and respond to any ad hoc deliveries required, using the TGO loading bay to deliver and then walked to the delivery location should they be for another building
 - Upon completion of their shift each day, the Laneway Manager will coordinate with the Security Team, any outstanding deliveries on the schedule and either the Laneway Manager or their Manager will be available by phone to answer questions as needed
- From 6pm until 730am next day
 - Deliveries should not be scheduled during this time but for late / ad hoc deliveries, the respective Security / Concierge teams at TGR, TGO and THV will monitor Laneway activity and respond to any ad hoc deliveries as needed via the TGO loading bay and then walked to the delivery location should they be for another building

General area of work (*See appendix for Laneway Map*)

- The Laneway Manager will be based out of TELUS Garden Office
 - From 730am-11am they will be in the Laneway overseeing deliveries
 - At 11am when the Laneway bollards go up they will work from the TGO Mailroom where they are available to respond to deliveries while they see to other duties within their Scope of Work (see Section 6 for details)
 - During breaks the TGO Mailroom and/or TGO security will be available to respond to deliveries as needed



SECTION 4: Laneway Manager - Detailed Role & Responsibilities

General Daily Routine

- Beginning of shift:
 - Ensure uniform, high-vis vest and any necessary construction equipment are on
 - Walk through of the laneway to ensure everything is clean and orderly, bollards are up on either side but down in the middle, check in with TGR concierge, TGO lobby security, TGO mailroom and THV security
- 730am-1130am
 - Oversee scheduled deliveries, respond to any additional deliveries / issues
 - Liaise with tenants and vendors throughout to enhance relationships
- 1130am-330pm
 - Coordinate following week's schedule, work on weekly communications, meet with tenants to discuss deliveries / other issues, weekly call with key stakeholders, etc.

General Duties

- Will be the single point of contact for tenants, vendors and key stakeholders with regards to all facets of the strategic and tactical operations of the Laneway construction and/or events
- In the event of an emergency, where the Laneway needs to be closed down to allow for emergency vehicle access the Laneway Manager will immediately notify TGO security who will follow their protocols which involve notifying police/fire/etc.
- Should any events or activations be taking place, the Laneway Manager will support as required scheduling deliveries and pick ups around the event times or coordinating them to be walked to their building, keeping traffic away from the event and attendees and pedestrians safe

Scheduling

- The Laneway Manager will create and manage a Google schedule that Laneway tenants / key stakeholders can view
 - The schedule will be created on a weekly basis
 - Tenants and key stakeholders will contact the Laneway Manager with their delivery dates/times to be included in the schedule

Communications

- The Laneway Manager will populate and send the Weekly what's on (*See appendix for sample*)
- The Laneway Manager will meet monthly with each tenant to discuss any issues and ensure all needs are met
- Weekly calls will be held by the Laneway Manager with key stakeholders to update them on Laneway construction, events, tenant issues, Laneway operations and requirements
- The Laneway Manager will manage the TELUS Garden Laneway email mailbox and respond to any inquires, issues that are communicated there



SECTION 5: Special Work Conditions & Requirements

Uniform

- The Laneway Manager will wear a high-vis vest and branded uniform at all times when in the Laneway
- They will be provided with a two-way radio communications device to communicate with Security as well as a cell phone to communicate directly with their Manager as well as any vendors or Laneway Tenants as needed
- They will be provided with a hard hat and steel toed shoes to wear during periods of construction

SECTION 6: Control Measures

Risk Assessments

- For any non-emergency items requiring attention:
 - TGO Security and/or THV Security will be notified first
 - Then the property manager of the respective building
 - Then the TELUS Real Estate Manager II will be called to deal from a TELUS perspective

Emergency Situations

- In the event of an emergency, where the Laneway needs to be closed down to allow for emergency vehicle access the Laneway Manager will immediately notify TGO security who will follow their protocols which involve notifying police/fire/etc.
- Any awnings or bollards will be retracted and removed immediately to allow for access



SECTION 7: Key Stakeholders, Tenants & Vendors

TELUS Garden Office | 510 West Georgia Street

- Mailroom
- TELUS Facilities / Corporate Real Estate Team
- Nosh
- Amazon
- Henriquez Partners Architects
- Norton Rose Fulbright

Avigilon | 555 Robson

- Avigilon
- Buro
- *Other retail sub-tenant TBC*

TELUS Garden Residence | 777 Richards Street

- TGR residents and commercial
- CIBC
- Vancouver City Center Dental
- Jinya
- Tractor
- Concierge / Property Manager

TELUS House Vancouver | 768 Seymour Street

- Mailroom
- Innovative Fitness
- MCE / Network Teams

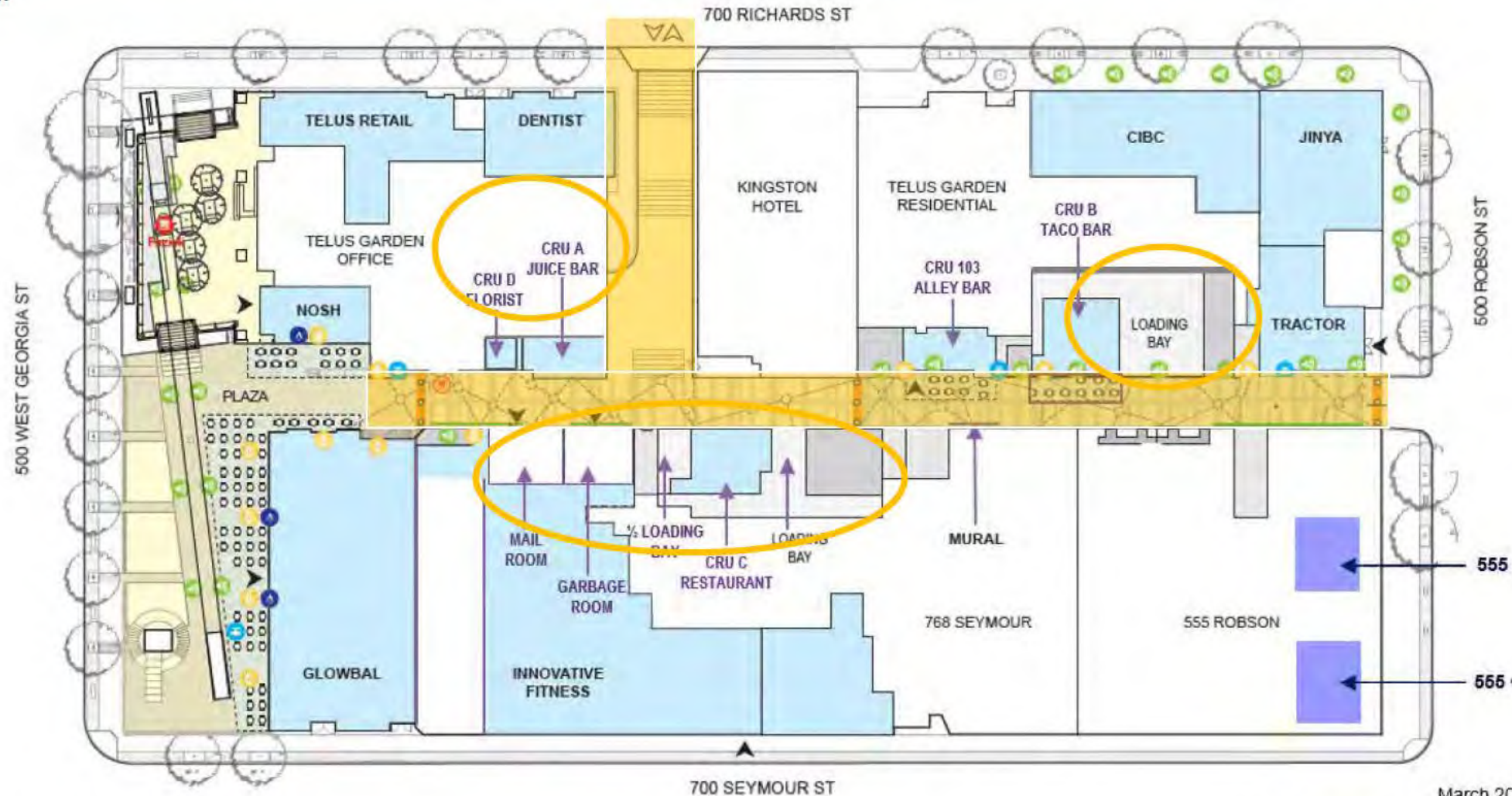
Other

- Glowbal | 590 West Georgia Street
- Kingston | 757 Richards Street



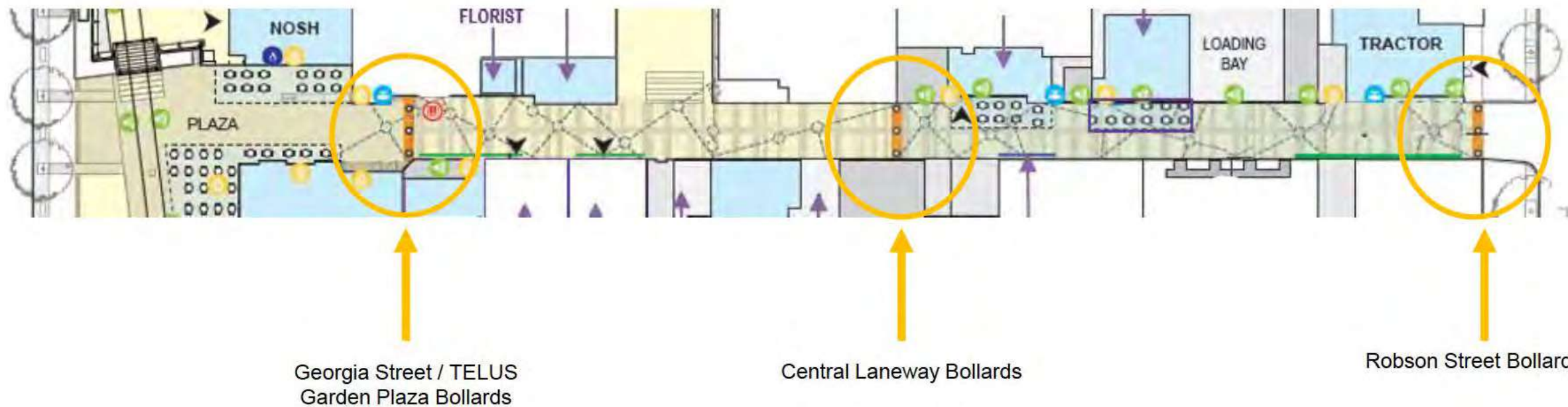
SECTION 8: Appendix

Areas of Work



SECTION 8: Appendix

Bollard Locations



SECTION 8: Appendix

Laneway Manager Job Description




TELUS Garden Laneway Manager Role Overview	
Purpose	<p>The Laneway Manager will provide integral support and the strategy and implementation of operations within the TELUS Garden Laneway, including but not limited to:</p> <ul style="list-style-type: none"> Developing relationships and liaising with Laneway all internal and external key stakeholders for Laneway deliveries Scheduling projected deliveries on a weekly basis for three loading bay areas within the Laneway Being on site to oversee schedule and respond to last minute deliveries or problem solve solutions within the Laneway Supporting and communicating with all key stakeholders during construction to help mitigate challenges involved Providing exceptional day-to-day service to our team members & other key stakeholders <p>The role reports directly into the Senior Project Manager of the Laneway</p>
Key Responsibilities	<ul style="list-style-type: none"> Be single point of contact for laneway tenants regarding loading dock deliveries Develop strong relationships with laneway key stakeholders and vendors including resolving issues and challenges and identifying strategic opportunities Provide efficient management of three loading bay areas with extremely high volume of deliveries within tight timeframes Develop and deliver communication strategies to ensure efficient communication surrounding last minute and ongoing projects, events and other activities in the laneway Provide first level problem resolution and analysis with recommended resolutions in a fast paced environment Providing insights and recommendations to strategic changes or modifications to various projects Supporting laneway events as needed Process improvement & daily work task delivery
Knowledge, Skills & Attributes	<ul style="list-style-type: none"> Known as an exceptional communicator, collaborative, innovative and process-improvement focused Regarded as a confident and respectful builder of strong relationships with a diverse range of stakeholders including vendors Demonstrated strong organizational and administrative skills Recognized for successfully managing multiple, concurrent projects and priorities including risk management and delivering on commitments Ability to work flexible, extended hours as required by specific tasks and events 3 or more years of coordinator / scheduling and/or administrative experience Demonstrates TELUS values and business objectives



SECTION 8: Appendix

Weekly Email Communications

TELUS Garden Corporate Real Estate



What's On


TELUS Garden Laneway

Laneway Construction Schedule

Project	Key Highlights	Partner(s)	Timelines
<ul style="list-style-type: none"> • Kingston Hotel painting 	<ul style="list-style-type: none"> • Crews will be set up on the Northside of the Hotel (facing TGO) Monday morning • They will be uploading equipment onto the patio at the Hotel • Once all equipment is up, painting on the side of the building will continue 	<ul style="list-style-type: none"> • The Kingston Hotel 	<ul style="list-style-type: none"> • Monday, August 20 from 730am-1030am

TELUS Garden Event Schedule

Event	Key Highlights	Partner(s)	Date & Time
<ul style="list-style-type: none"> • Laneway Circuit Classes 	<ul style="list-style-type: none"> • Innovative Fitness will be running circuit classes in their gym and throughout the laneway • Classes are free to join, for all levels, up to 20 people per class 	<ul style="list-style-type: none"> • Innovative Fitness 	<ul style="list-style-type: none"> • August 22 from 12-1pm • August 25 from 10-11am • August 29 from 12-1pm • September 5 from 12-1pm • September 12 from 12-1pm • September 15 from 10-11am




Brought to you by the TELUS Corporate Real Estate Team



SECTION 8: Appendix

TELUS Garden Health & Safety Information Sheets

510 West Georgia Street
Vancouver, BC V6B 0M3



Health and Safety at TELUS Garden

FIRE	EARTHQUAKE	BOMB THREAT	FIRST AID
<p>If you discover a fire</p> <ul style="list-style-type: none"> ■ Activate the fire alarm at a pull station ■ Call 911 ■ Attempt to put out the fire only if it is safe to do so ■ Evacuate the area, if possible close doors behind you <p>If the fire alarm sounds</p> <ul style="list-style-type: none"> ■ Slow tone: prepare to leave the building with your coat and personal belongings ■ Fast tone: evacuate in an orderly manner as directed by your Floor Warden using posted evacuation routes ■ Exit the building ■ Gather at assigned muster locations ■ Follow directions of Crowd Control Directors ■ Re-enter the building only when instructed 	<p>Drop / Cover / Hold</p> <ul style="list-style-type: none"> ■ Drop: down to the floor ■ Cover: get under something solid (desk, table), protect your head and neck ■ Hold: on to something solid (table legs or desk) <p>Tips</p> <ul style="list-style-type: none"> ■ Stay away from windows and objects that could fall on you ■ Do not call 911 to report the earthquake ■ Stay where you are until the danger passes (minimum 60 seconds) ■ Wait for instructions from the Emergency Floor Warden ■ Replace telephone handsets that have been shaken off the hook ■ Do not use the telephone 	<p>If you receive a bomb threat</p> <ul style="list-style-type: none"> ■ Call 911 and provide details ■ Notify Corporate Security at 1-888-845-6100 ■ Call Building Security at 604-979-0600 ■ Follow Floor Warden instructions <p style="background-color: #4CAF50; color: white; text-align: center; padding: 2px;">WALK IN MEDICAL CLINIC</p> <p>If you need to see a doctor</p> <p>Coast Medical Clinic 1018 Seymour St, Vancouver 604-569-3632</p> <p>Monday – Friday 9 AM – 8 PM Saturday – Sunday 10 AM – 4 PM</p> <p style="background-color: #4CAF50; color: white; text-align: center; padding: 2px;">BC NURSE LINE</p> <p>Talk to a nurse, 24 hours per day seven days per week at: 604-215-4700</p> <p>Deaf/hearing impaired: 1-866-889-4700 www.bchealthguide.org</p> <p>Translation services available in 130 languages</p>	<p>If a team member has an accident, injury or illness</p> <p>Conscious person, minor injury:</p> <ul style="list-style-type: none"> ■ Contact First Aid attendant listed with first aid kits <p>Unconscious person:</p> <p style="color: red;">MEDICAL EMERGENCY CALL 911</p> <ul style="list-style-type: none"> ■ Identify yourself ■ Identify medical problem: Airway Breathing Circulation ■ Identify building location: Floor, area on floor Say: "Enter from main door on West Georgia" ■ Call Security desk: 604-979-0600 ■ State your name, location, phone number and type of emergency ■ Assign someone to wait at freight elevator for emergency response personnel

CONTACTS

Corporate Security Emergency 1-888-845-6100	Building Security 604-979-0600	Corp Security Non-Emergency 1-877-333-8888	Corporate Safety safety@telus.com
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Building Services
604-979-0600

SECTION 8: Appendix

TELUS Garden Laneway Activation Overview

2018

- Canada Day Block Party Event complete | Sunday, July 1
- Pride Week Activation | Sunday, August 4
- Circuit Classes with Innovative Fitness | August – September
- Santa Claus Parade / Winter Festival | December
- World Juniors | December 26 - January 5

2019 & beyond

- Developing 2019 activation plans to include a week-long grand opening celebration as well as ongoing seasonal programming
- Will implement team member voting for naming of the Laneway in Q1 of 2019

Fall



Winter



Spring



Summer



SECTION 8: Appendix

TELUS Garden Laneway – Canada Day Block Party

Laneway Activation | Canada Day Block Party Sunday, July 1, 2018



1.2K
Estimated total attendees



213
Balloon creations given



143
Faces painted



423
Social media engagements

PHOTOS



LANEWAY & ACTIVATION OVERVIEW

- TELUS Garden includes a 7300 SF laneway running between West Georgia & Robson streets, being revitalized in 2018 & 2019 into a year-round, community-oriented destination
- Until its official launch in 2019, we will leverage the laneway to feature several events & activations, the first of which was held over Canada Day Long weekend
- Team members, family, friends & neighbours were invited to celebration our nation's birthday with a Canada Day Block Party
- The block party featured a BBQ, DJ, face painters & balloon artists, games, chalk art & lots of TELUS branded giveaways with TELUS team member volunteers supporting
- TELUS WISE ambassadors were on site showcasing how we help create safe online spaces for youth
- White tables with purple & green potted plants sat upon bright green "grass" with TELUS tents placed throughout the laneway to add additional branding
- Laneway tenant Innovative Fitness joined in the festivities with a tent set up outside of their gym to engage guests

TELUS Insights

- TELUS Insights team leveraged laneway for pilot project
- Team installed "pico" cells throughout the laneway to measure attendance including



TELUS Influencers

- Our TELUS Social Media team hosted four local influencers and their children at the event
 - Jamie Dunlop-Khau, "Styling the Inside" lifestyle blogger
 - Rebecca Coleman, "Social Media Marketing" blogger
 - Josh Rimer, Canadian LGBTQ blogger
 - Sharday Engel, lifestyle blogger & mom
- 423 total engagements generated with an engagement rate of 1.1% – this is above the TELUS average of 0.93%



SUCCESSES

- Overwhelming response from team members; 1200 guests attended throughout the four-hour event
- Placement of tents & vendors provided flow throughout the laneway helping enhance guest experience
- Engaged all Podium neighbours; received positive feedback on how block party enhanced the neighbourhood
- TELUS WISE received two on-site responses from City of Vancouver Park Board & teacher who want to feature WISE at their events
- The face painters and balloon artists did a fantastic job; team members appreciated family-focus of event
- City of Vancouver has now seen the successful execution of a TELUS Laneway event which supports their "Places for People" strategy

SECTION 8: Appendix

TELUS Garden Laneway – Pride Pre-Parade Prep Party



100+ TELUS Team Members assembled in the Laneway to practice choreography ahead of Vancouver Pride Parade on Sunday, August 5 with the “Glam Squad” helping them put their most fabulous faces forward



SECTION 8: Appendix

TELUS Garden Laneway – Pride Pre-Parade Prep Party



TELUS Garden residents, team members and neighbours attended weekly Laneway Circuit Classes in partnership with Innovative Fitness from August 8 – September 15



SECTION 8: Appendix

TELUS Garden Laneway Marketing Sell Sheet

Discover the potential of the TELUS Garden Laneway.

Cultivating community connection.



If you're interested in exploring the possibilities of the TELUS Garden Laneway, please contact:

Edin Fawcett,
Edin.Fawcett@telus.com

Nancy Filoso,
Nancy.Filosof@telus.com



SECTION 8: Appendix

TELUS Garden Laneway Marketing Sell Sheet

Connecting people is at the heart of what we do.

TELUS Garden

Located in Vancouver, British Columbia, TELUS Garden is the Canadian headquarters of the name-sake telecommunications company. Situated upon prime real estate within the busy and vibrant urban core, TELUS Garden spans an entire city block at the corner of West Georgia and Seymour. The one-million square foot structure was completed in 2014, and is an icon of innovation and architectural design, built to LEED Platinum designation.

The TELUS Garden Laneway Vision

TELUS Garden features a 7500 square foot, open-air pedestrian laneway. Throughout the year, the TELUS Garden Laneway will be transformed into a vibrant, community-oriented destination offering visitors a welcoming place to socialize, a venue for local events, and a corridor for pop-up commerce and markets. As a portion of real received from Laneway Heracle will be donated to the TELUS Friendly Future Foundation, it will be another extension of the TELUS "give where we live" ethos.





Laneway Programming

Community and cultural celebrations

From Earth Day, to Pride, to Canada Day, the TELUS Garden Laneway will be a destination for both large and small scale community celebrations. Featuring programming that encourages public participation, the TELUS Garden Laneway will be a community hub that fosters inclusive connectivity against the backdrop of a dynamic cityscape.





Festivals

The TELUS Garden Laneway can also be utilized for festivals programming associated with various events, such as music festivals or outdoor performances. In addition, the TELUS Garden Laneway is the ideal venue for hosting pop parties for races and other healthy living events.

Local markets

Promoting health, sustainability, and opportunities for local commerce, the modular TELUS Garden Laneway can host markets of all varieties — bringing British Columbia's best produce, wine, beer, craft vendors and more to downtown Vancouver. With temporary stands for sellers and seating for visitors, the markets won't just be a place to shop — they'll be a destination for weekday workers or weekend wanderers to eat and socialize.





Winter Celebrations

It's the season for celebration — be it a temporary skating trail, a hot chocolate festival, or a snowman building event, the TELUS Garden Laneway will continue to offer hot programming in the colder winter months. Year-round and in all conditions, the TELUS Garden Laneway aspires to inspire locals to get outside for some fun and fresh air in the heart of downtown Vancouver.

Viewing Parties

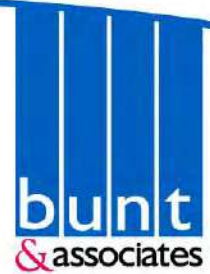
Assembling for outdoor screenings of movies, major sporting events, and culturally significant broadcasts will put the TELUS Garden Laneway at the epicenter of entertainment in the city. With a large screen, premium sound, and ample seating, viewing parties will bring a new dimension to evening entertainment in downtown Vancouver.







Thank you.



MEMO

DATE: September 12, 2018
PROJECT NO: 04-18-0052
PROJECT: TELUS Garden
SUBJECT: **Scheduling/Communication Protocol for Shared Loading Bay at 777 Richards Street (TELUS Garden Residential Tower Retail Podium)**
TO: Building Managers and/or Operators at:
510 West Georgia Street (TELUS Garden Office Tower);
757 Richards Street (Kingston Hotel);
768 Seymour Street (William Farrell Building);
555 Robson Street (Avigilon Building); and,
777 Richards Street (TELUS Garden Residential Tower Retail Podium).

PREPARED BY: Bunt & Associates

1. INTRODUCTION

As a condition of use for the proposed TELUS Garden development, the City requested that loading operations for the new office and residential towers, the existing TELUS building (William Farrell Building), and the Kingston Hotel will adhere to the provisions of a Loading Management Plan (LMP).

The intent of this document is to ensure loading activities will be coordinated among various parties, and that loading activities for the TELUS Garden project will be undertaken in designated loading areas to minimize vehicle interaction with pedestrians along the laneway between Robson Street and West Georgia Street.

2. DESIGNATED SHARED LOADING SPACE

Given the Kingston Hotel currently does not have an off-street loading facility within the existing building, a designated loading space at the TELUS Garden Residential Tower Retail Podium will be available to the Kingston Hotel on a shared basis (the Class B loading bay at the TELUS Garden Residential Tower Retail Podium, as shown in **Figure 1** attached).

The operator of the existing Kingston Hotel will be entitled to use this designated loading bay on a priority basis on Monday, Wednesday and Friday mornings, between 6am and 11am, to accommodate their loading activities. Kingston Hotel may also have access to this designated loading bay on other days, between 6am and 11am, but not on a priority basis.

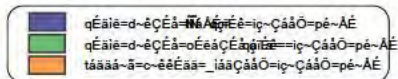
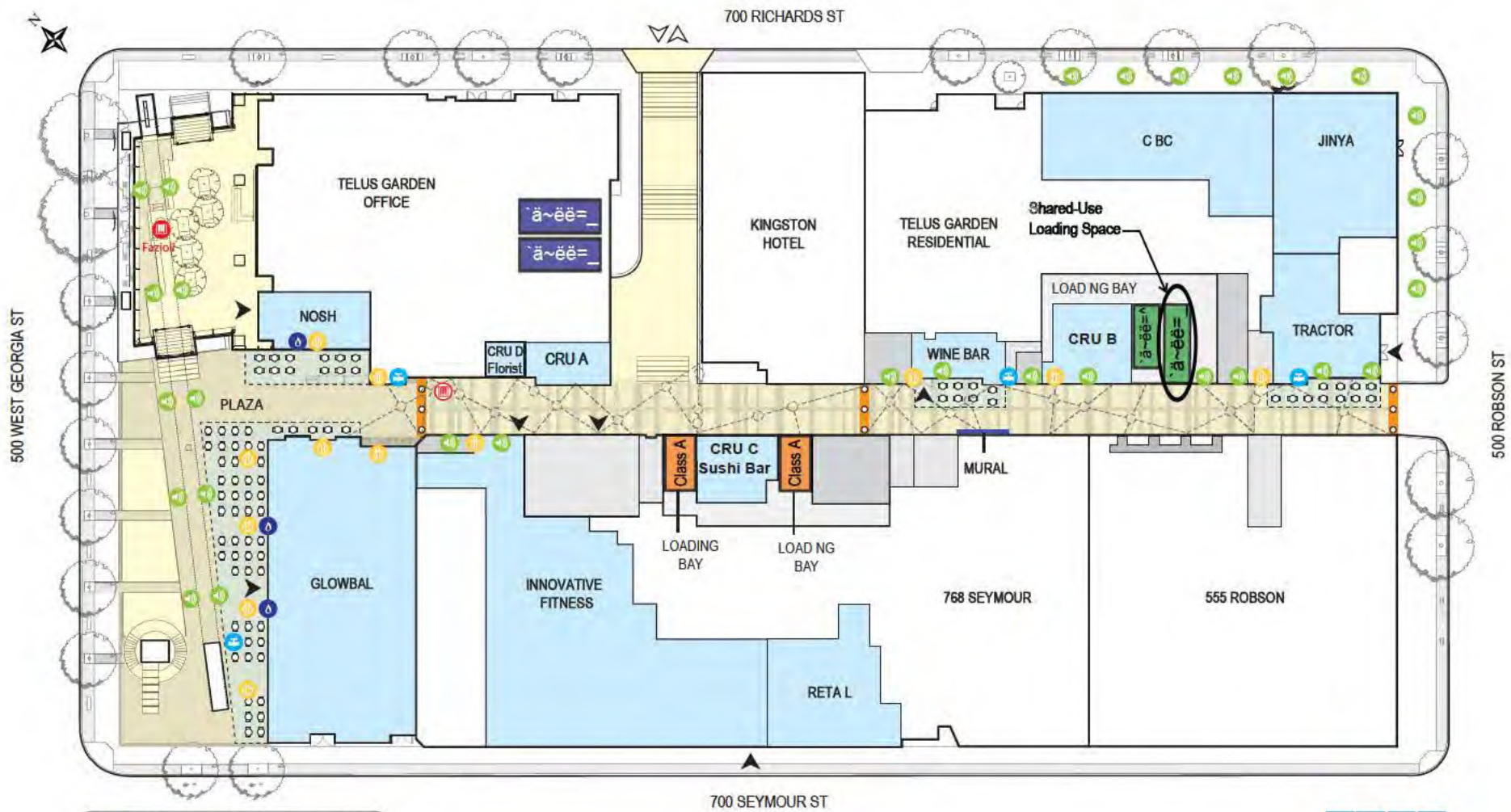


Figure 1
Shared Use Loading Space (Amended)

Telus Garden Laneway CRU, Vancouver, BC
04-18-0052 May 2018 Scale NTS



The sharing condition of this designated shared loading bay at the TELUS Garden Residential Tower Retail Podium will be removed as and when the Kingston Hotel redevelops. The Kingston Hotel will be responsible to provide its own off-street loading facilities when the building gets redeveloped.

Access to the shared loading space and other loading spaces located south of the mid-way bollards on the lane will be restricted between 11am to 6am the next morning, when the mid-way bollards are up to restrict vehicle activities in the southern portion of the lane.

In addition to the shared use with Kingston Hotel, tenants or operators at the William Farrell Building (768 Seymour Street) may also use this designated shared loading bay in the event where the size of loading vehicle servicing the building exceeds the dimensions of the existing loading bays at the William Farrell Building. The use of the designated shared loading bay will be coordinated with the operator of the TELUS Garden Residential Tower Retail Podium.

3. APPOINTMENT OF A LOADING MANAGER AND ON-SITE PERSONNEL

In order to facilitate the management of the designated shared loading bay, a Loading Manager must be appointed by the owner of the TELUS Garden complex to be responsible for coordinating the scheduling of loading activities for the TELUS Garden Office Tower, TELUS Garden Residential Retail Podium, Kingston Hotel, and 768 Seymour Street. The Loading Manager will be on-site from 7:30am to 6pm, Monday to Friday (or to be adjusted as appropriate) to direct vehicles to the loading facilities that are located within the TELUS Garden complex. In particular, for courier vehicles that deliver to the TELUS Garden Office Tower, if they can physically be accommodated by a Class A loading space, they would be directed to utilize the 10 Class A loading space located at the underground parkade in order to free up the surface level loading spaces for larger size vehicles. A signage will also be provided at the entrance of the TELUS Garden Office Tower underground parkade to notify drivers of the loading spaces available underground, along with contact information of the on-site Loading Manager.

The Loading Manager will be responsible for providing a schedule to identify loading activities at the designated shared loading bay.

It is recommended that the Loading Manager to use an online scheduling tool (e.g. Google Calendar) as a mean to share the schedules with building operators of the other buildings. The online scheduling tool can also be used to manage any scheduling changes or conflicts that may arise.

The Loading Manager will be responsible for entering and managing all loading activities for each building and will be the only person who can edit the calendar which would be made available in viewing format only to the other building managers.

It is anticipated that the operator at 555 Robson Street will not require the use of this designated shared loading bay, given a shared loading agreement is already in place for them to use the loading facility located at 768 Seymour Street. Nevertheless, the appointed Loading Manager will be proactively engaging

in communication with the relevant parties at 555 Robson Street to ensure loading activities will be undertaken in the designated off-street loading areas.

4. DESIGNATED SHARED LOADING SPACE SCHEDULING PROTOCOL

In order to maintain efficient operation of the loading facilities and to allow for flexibility, the following scheduling protocol will be employed as follows:

- Building managers or Operators of Kingston Hotel and William Farrell Building (768 Seymour Street) are to email their respective loading schedules to the TELUS Garden Loading Manager one week in advance on a weekly basis.
- Each building will have a designated colour to indicate their loading activities that would be shown in the online calendar once entered by the Loading Manager (e.g. TELUS Garden = Green, 768 Seymour Street = Blue, Kingston Hotel = Red).
- Priority use for the designated shared loading bay will be given to Kingston Hotel on Monday, Wednesday and Friday mornings (7am to 11am). TELUS Garden Residential Tower Retail Podium will have priority use of the designated shared loading bay at all other times, with loading activities for other buildings scheduled around its needs.
- Access to the shared loading space and other loading spaces located south of the mid-way bollards on the lane will be restricted between 11am to 6am the next morning, when the mid-way bollards are up to restrict vehicle activities in the southern portion of the lane. The on-site Loading Manager will direct loading vehicles to utilize other loading spaces available within the block.
- The TELUS Garden Loading Manager will first enter the anticipated weekly loading activities for TELUS Garden, then for Kingston Hotel and 768 Seymour Street. The Loading Manager will then email the calendar back to building managers at Kingston Hotel and 768 Seymour Street for review, at which time any scheduling conflicts can be sorted out and communicated with the appropriate suppliers/distributors. Any resulting changes to the schedule could then be made to the calendar and finalized for the week and re-issued to the other building managers on an agreed time each week.
- Any additional changes to the loading schedule would need to be noted to the Loading Manager in advance of the schedule for the upcoming week if possible.
- Scheduling conflicts that may arise for any of the buildings (particularly for the designated shared loading bay) must be addressed in advance with the Loading Manager so as to avoid issues “on the ground”.

- Any other issues related to loading or scheduling (e.g. unscheduled deliveries, schedule delays) are to be brought to the attention of the Loading Manager.
- Compliance to the loading management and communication protocol is mandatory for all relevant parties on the street block.

August 27, 2018

Dear: Ms. Mabberley
West Bank
601 - 1067 West Cordova St.
Vancouver, BC. V6C 1C7

RE: TELUS Garden Laneway, Loading Bay Conversion
DP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.

Thank you for providing the revised drawings in response to the development permit application(s) prior-to conditions, received May 24, 2018. While the revised drawings adequately responded to some of conditions outlined in that letter, several were not satisfactorily addressed.

A meeting, amongst the City and Applicant, has been scheduled on Thursday September 6th to review the prior-to responses (PTR) and new conditions established, based on the City's review of the PTR, August 13, 2018.

This is not a formal response letter to the PTR, but a summary of the pending items to be satisfied. Following the outcome of the meeting and Applicant's ability to demonstrate how they have satisfied the below conditions, they may be amended and formally issued as the City's response to the PTR.

Regards,
Jaime Lynn Borsa
Project Facilitator II
Development, Building & Licensing
City of Vancouver

Prior-to-response City Review August 13, 2018

Applicant Team's response (September 12, 2018)

1.0 Parking Management Branch, Engineering Services Comments:

Applicable to DP-2017-00387, 00388 & 00433;

1.1 Provision of an agreement for the assessment of lane use fees is required for any future conversions approved;

Applicant will arrange.

Note to Applicant and PDS: This is to ensure that any existing or proposed loading management measures remain in place for the life of the building.

- 1.2 Provision of additional detailed feedback on the proposal and documentation is required prior to Engineering completing their review of this Applicant, as follows:

For existing operations:

Note to Applicant: An on-site staff person is indicated to have been in place directing smaller vehicles for the TGO to load in the underground Class A spaces at the time of the survey:

- 1.2.1 Clarify if this condition typical and ongoing today;
Currently the on-site staff person is not in place, but the applicant is in the process of hiring a person to direct loading activities on-site. A job description for the on-site staff person is attached here. The applicant indicate they are in the process of drafting up a job offer and the person will be starting on September 17, 2018.

- 1.2.2 Was this person only in place from 11am to 3pm as noted in the LMP, or were they available throughout the day?

The applicant indicated the staff person will be on-site from 7:30am to 6pm, Monday to Friday. On weekends the number of deliveries are very low and both the TELUS Garden Office and 768 Seymour Security are 24/7. There is also a concierge at TELUS Garden residence that help coordinate deliveries.

- 1.2.3 What additional strategies are proposed to accommodate the large number of smaller vehicles for the TGO and related restaurants that were observed in the lane, on Richards and on Georgia throughout the day;

The small vehicles for TGO will be directed to use the underground loading area. The on-site staff person will be able to do that in the field. This could also be reinforced through messaging to the tenants to relay the message to their vendors.

Regarding restaurant related loading activities in the lane, on Richards, and on Georgia, as noted in New Condition 2.7.9 below, loading is permitted in commercial laneways.

As the landlord of the building, the applicant has already reminded the restaurant tenant to use the on-site loading facilities, and that they should not be loading illegally on Richards and Georgia.

Attached is a map indicating the locations where Bunt conducted field observation in March 2018.

Reviewing of the field observation data indicated that none of the loading activities on Richards were related to the restaurant at TGO. There are four metre parking spaces in front of TGO's frontage on Richards Street. All the observed activities associated with TGO were related to access to the office building and the dental office on the ground floor of TGO fronting Richards Street.

TELUS Garden Laneway Manager | Role Overview

Purpose	<p>The Laneway Manager will provide integral support and the strategy and implementation of operations within the TELUS Garden Laneway, including but not limited to:</p> <ul style="list-style-type: none"> Developing relationships and liaising with Laneway all internal and external key stakeholders for Laneway deliveries Scheduling projected deliveries on a weekly basis for three loading bay areas within the Laneway Being on site to oversee schedule and respond to last minute deliveries or problem solve solutions within the Laneway Supporting and communicating with all key stakeholders during construction to help mitigate challenges involved Providing exceptional day-to-day service to our team members & other key stakeholders <p>The role reports directly into the Senior Project Manager of the Laneway</p>
Key Responsibilities	<ul style="list-style-type: none"> Be single point of contact for laneway tenants regarding loading dock deliveries Develop strong relationships with laneway key stakeholders and vendors including resolving issues and challenges and identifying strategic opportunities Provide efficient management of three loading bay areas with extremely high volume of deliveries within tight timeframes Develop and deliver communication strategies to ensure efficient communication surrounding last minute and ongoing projects, events and other activities in the laneway Provide first level problem resolution and analysis with recommended resolutions in a fast paced environment Providing insights and recommendations to strategic changes or modifications to various projects Supporting laneway events as needed Process improvement & daily work task delivery
Knowledge, Skills & Attributes	<ul style="list-style-type: none"> Known as an exceptional communicator, collaborative, innovative and process-improvement focused Regarded as a confident and respectful builder of strong relationships with a diverse range of stakeholders including vendors Demonstrated strong organizational and administrative skills Recognized for successfully managing multiple, concurrent projects and priorities including risk management and delivering on commitments Ability to work flexible, extended hours as required by specific tasks and events 3 or more years of coordinator / scheduling and/or administrative experience Demonstrates TELUS values and business objectives



There were a number of courier and mail delivery vehicles which they typically would have their own loading practices and is not something the building operator would be able to control. Finally, the comment regarding loading activities that occurred at the passenger loading zone in front Kingston Hotel, we note that many of them were loading to the Kingston Hotel itself.

No.	Arrival Time	Departure Time	Duration	Vehicle Type	Parked Area (See Map)	Loading Destination	Description of Truck/Activities	Notes
1	8:30	8:39	0:09	SU	3	Telus Office	Sysco	Waiting for lane @ 1a
2	9:12	9:17	0:05	SU	3	Kingston Hotel	Okanagan Spring (Beer)	Unload (kegs)
3	9:37	9:39	0:02	step van	3	736 Richards St (Yoga Studio across)	Purolator	Unload (courier)
4	9:39	9:46	0:07	step van	3	Telus Residential	Purolator	Unload (courier)
5	9:54	9:55	0:01	van	3	Dental Office	Unmarked	Unload (courier)
6	9:57	10:05	0:08	van	3	Telus Office	Unmarked	Unload (amazon)
7	9:50	9:59	0:09	car	3	Telus Office	Passenger Car	Load (p.u. Wine)
8	10:06	10:35	0:29	van	3	Telus Office	Heritage office furnishing	movers
9	10:22	10:33	0:11	van	3	Kingston Hotel	Certified Folder Display	unload (courier)
10	10:59	11:09	0:10	van	3	Telus Office	The organic	unload
11	11:01	15:39	4:38	car	3	Kingston Hotel	Private car	Renovators
12	11:06	11:09	0:03	car	3	Dental Office	Private car	unload
13	11:38	11:43	0:05	step van	3	Kingston Hotel	Canada Post	parked on Richard St
14	12:54	13:10	0:16	van	3	Telus Office	DHC	courier / unload & pickup
15	14:11	14:14	0:03	van	3	Kingston Hotel	Ronchaz Bakery & Cafe	unload / delivery
16	14:15	14:31	0:16	step van	3	To #5, Dental Office	UPS	pick up & deliver
17	15:08	15:11	0:03	car	3	Dental Office	Private car	delivery
18	16:37	16:43	0:06	step van	3	Telus Office	Purolator	courier

On Georgia Street, we observed two instances where loading was related to the Glowbal restaurant, whereas 9 other vehicles were loading to TGO. Again the building operator could issue a notice to their tenants to remind them of the on-site loading facilities of which they could relay to their vendors.

1.2.4 Provision of the calculations and references for the probability assessment indicating a 0.1% chance of 14 loading vehicles;

Note to Applicant: The Study notes that the overall maximum demand is 19 loading vehicles and 14 was the peak observation, a concurrent demand of 19 vehicles would have some probability.

See below the calculation of the probabilistic arrival of loading trucks. We have increased the number of digits to 3 after "0" to show the probability of 19 vehicles loading at the same time.

The calculation is based on the statistical methods outlined in the ITE Traffic Engineering Handbook (7th Edition).

$$= P(r) = \frac{(\lambda t)^r e^{-\lambda t}}{r!}$$

Vehicles Arriving in 26-minute intervals	Probability of Intervals with Stated Number of Arrivals
0	0.552%
1	2.869%
2	7.458%
3	12.928%
4	16.806%
5	17.479%
6	15.148%
7	11.253%
8	7.314%
9	4.226%
10	2.198%
11	1.039%
12	0.450%
13	0.180%
14	0.067%
15	0.023%
16	0.008%
17	0.002%
18	0.001%
19	0.000%
Total	100.000%
Average Duration of Loading Vehicle (minutes)	26
Average Arrival Rate (vehicle per minute)	0.2

1.2.5 What is the probability of a 19 vehicle demand occurring simultaneously?

Note to Applicant: Peak loading is referred to as both 14 and 17 vehicles in the report. Peak demand overall is further anticipated as 19 vehicles in Table 3.5. See table above.

1.2.6 Provision of details regarding the changes in loading patterns from 2017 to 2018 that were observed.

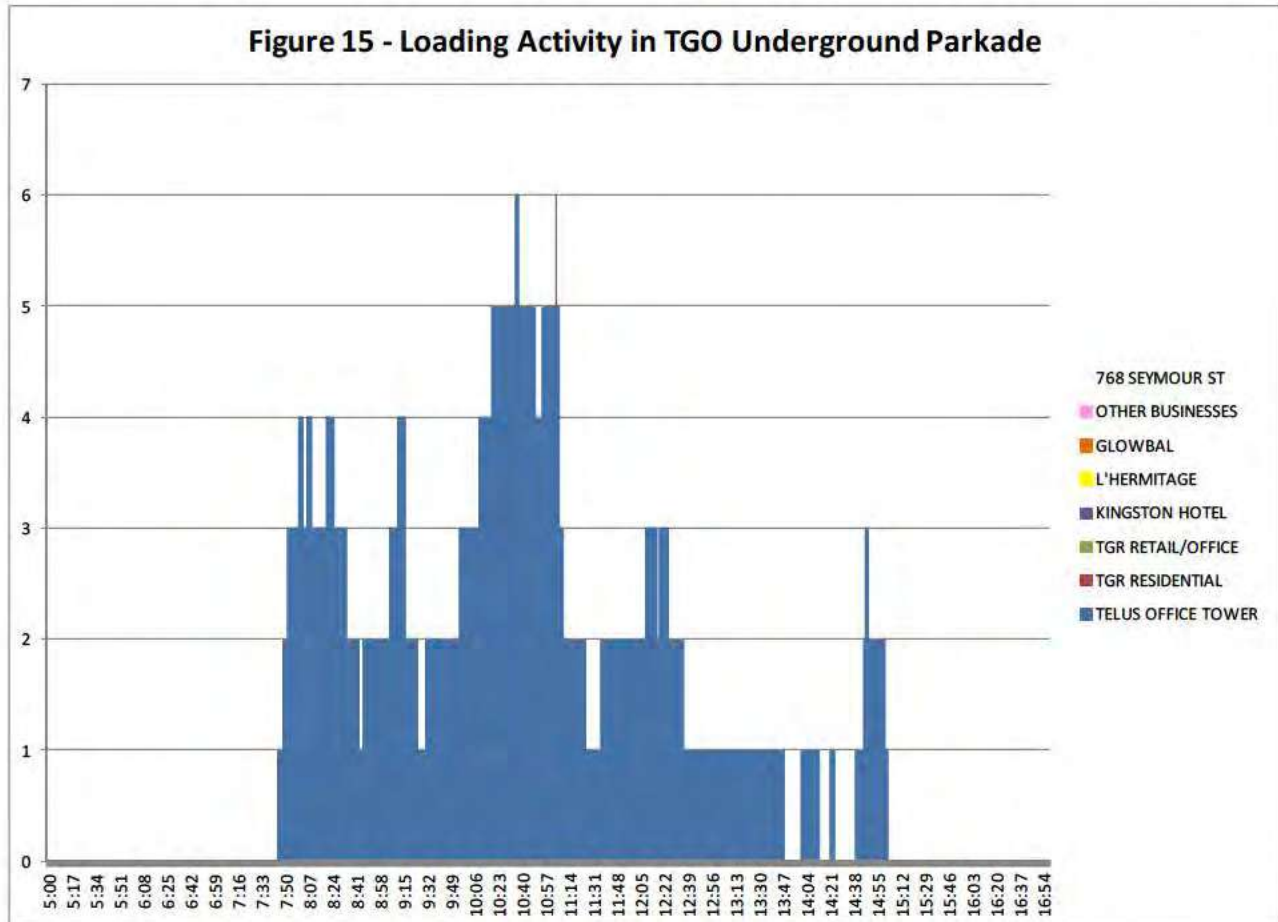
Note to Applicant: The study indicated that on-street loading was reduced but not by how much, at what times of the day, or any other patterns of note.

In 2018, a total of 56 vehicles were observed loading on-street around the block, whereas 107 vehicles were observed loading on-street back in 2017. In terms of loading vehicles that are related to TELUS, both the 2018 and 2017 indicated 37 of the on-street vehicles were loading to TELUS. We did not see a decrease in the 2018 data was partly due to the fact that the bollards at the mid-point of the lane was mistakenly left up during the morning of the observation day in March 2018. Nevertheless, it can be seen that loading activities on-street has generally been reduced when comparing the two data sets.

1.2.7 Confirm the underground spaces utilized in the TGO building.

Note to Applicant: The graphs indicate 3 underground spaces utilized compared to 6 noted in the text

It was a graphical error - the maximum number of underground spaces utilized should be 6, consistent with what was described in the text.



1.2.8 Provision of a breakdown of loading vehicles by size, based on the required loading space.

Below is the breakdown of loading vehicles by size

Vehicle Type	Count	%
Single Unit Trucks, Garbage, Recycling	21	14.89%
Step Van/ Cube Van	23	16.31%
Car/ Pick-up/Van	97	68.79%
Total	141	100.00%

It can be seen that over 68% of the vehicles can be accommodated by Class A loading spaces.

1.3 Confirm solid waste pick up operations are provided on site. Class A loading would no

TELUS Gardens
 DP-2017-00387 - 510 West Georgia St.
 DP-2017-00388 - 777 Richards St.
 DP-2017-00433 - 768 Seymour St.
 -Author-A0003-August 20, 2018-DEDP-2017-00387 - 510 West Georgia St.
 DP-2017-00388 - 777 Richards St.
 DP-2017-00433 - 768 Seymour St.

longer be adjacent to garbage and recycling.

The Applicant has not yet made the conversion of the Garbage room at TGO. This will be done as part of the DP approval.

Note to Applicant: Engineering requires additional information for the existing loading operations, the loading assessment and the Loading Management Plan prior to supporting the proposed Garbage and Recycling room relocated to the mail room.

- 1.3.1 Provision of a shared loading agreement with the Telus Garden Office building to utilize the Class A loading within the underground parking as proposed in the Loading Assessment.

Applicant to provide.

- 1.4 Provision of an updated loading management plan describing measures to enforce and encourage utilization of the underground Class A loading spaces in the Telus Garden Office building, or the lane where appropriate, and reduce loading on street, including the following:

- 1.4.1 Examination of security protocols for remaining loading space to accommodate access for trucks into the loading space without the need for drivers to exit their vehicles.

On-site personnel to direct traffic as detailed in enclosed job description.

- 1.4.2 Smaller vehicles will be directed to use the underground loading area at the Telus Garden Office, confirm placement of signage or other tools to this effect. Placement and example of signage detailed in the attached signage plan. and presence of on-site staff to direct loading vehicles.

- 1.4.3 Details on loading management procedures, contacts or tools used to facilitate the efficient sharing of loading between buildings.

Applicant to provide evidence of procedures, contacts, or tools being in place.

- 1.4.4 Provision of additional information on loading on-site or in the service lane showing that challenges with on-street loading have been effectively mitigated.

Not sure what additional information can be provided.

2.0 New conditions are in response to the Assessment and Loading Management Plan provided:

- 2.1 The loading assessment relies on the assumption that loading spaces in different buildings are usable by other buildings. For example, that overflow TGR loading could use the underground Class A loading. Given the challenges associated with encouraging TGO bound vehicles to use the underground TGO loading spaces in place of the street, this assumptions

TELUS Gardens
DP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.
-Author-A0003-August 20, 2018-DEDP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.

seems inappropriate and is not supportable.

The signage and management protocols are intended to address the issue and are considered appropriate.

- 2.2 Provision of alternative accommodation of overflow loading to be provided, noting that this is significantly challenged by the proposed removal of loading bays.

The signage and management protocols are intended to address the issue and are considered appropriate.

- 2.3 Provision of calculations for probability assessments of the individual blocks indicating the likelihood that loading demand will exceed supply.

The data notes that a significant number of loading events took place for the TRG (about 50%) on street, and that much of the reason for this was that the bollards in the lane were mistakenly left up; therefore,

During the time observation, the bollards in the lane were mistakenly left up in the morning, which was the same time as most of the TGR loading activities arrived. The issue would not exist if the bollards were left down between 6am to 11am.

The proposed schedule for the bollards being up from 11am to 6am is not supported, as it would seem to result in a large number of vehicles loading on-street, and;

- 2.4 Clarify what protocols are in place to ensure that bollards are down when vehicles require access into the public lane?

It would be in the job description of the on-site staff member responsible in lifting and dropping of the bollards.

- 2.5 What accommodations are available to address overflow loading noting that the observed TGR loading of 3 vehicles at peak exceeds the supply?

The reported overflow of residential loading was related to courier and mail delivery. Courier and mail delivery vehicles typically have their own loading practices of which the building operator have no control of. In addition, some of the observed loading activities were related to building maintenance, and people may choose to park at a parking space that is available on-street, or alternatively to park in the pay parking located in the underground parking area at TGR. Finally, it has been confirmed that TGR residents are required to book the use of the loading space through the building's concierge.

- 2.6 All revisions to loading operations should be completed and be able to be observed prior to support of any modifications to existing loading spaces. Letters from Telus indicate that changes to the 768 Seymour, including installation of an intercom, is still to be completed.

It is Bunt's understanding that the applicant is in the process of procuring the intercom installation. Emails from TELUS security committing to the install are attached.

- 2.7 Provision of supporting documentation of the ongoing loading management efforts described including:

TELUS Gardens
DP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.
-Author-A0003-August 20, 2018-DEDP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.

- 2.7.1 Contact information for the designated loading manager;
- 2.7.2 Records of the online schedule noted in the original LMP;
- 2.7.3 Records of violations or notices for vehicles that are not complying with the LMP;
- 2.7.4 Emails of weekly schedules, and other relevant information;
- 2.7.5 The plan notes that the Avigilon building and TGR retail podium will not require use of shared loading bay;
- 2.7.6 Clarify how will they load if the other bays are in use?
- 2.7.7 Clarify what loading is provided at 555 Robson?
- 2.7.8 Clarify how unscheduled deliveries are to be accommodated in the shared loading agreement and Loading Management Plan. For example, is there a check in procedure or holding area?
- 2.7.9 Remove note restricting loading in the laneway from the LMP as loading is permitted in commercial laneways. No loading should take place in the street;
- 2.7.10 Clarify the enforcement mechanism for not following the LMP.
- 2.7.11 Clarify what provisions will be in place to direct smaller vehicles to preferentially use the Class A spaces?

Laneway Manager Methodology & Scope attached to this report. There is an existing shared loading agreement in place for 555 Robson to utilize the loading space at 768 Seymour.

Note to Applicant: The updated loading management plan to include specific commitments, protocols, performance metrics, penalties, and enforcement protocols. The Scheduling/ Communication protocol provided contains a series of recommended actions but does not include specific commitments to exact these changes.

Clarify what protocol and contact information signage will be provided around the site to inform unscheduled deliveries, those new to the site, or residential loading.

Please note that Engineering is currently not recommending support for these DP applications, and, that Applicant should enact the changes and improvements proposed in this latest version of the LMP, plus additional changes to respond to outstanding concerns noted above. Thanks.

Make-up (do not drink)

FRUIT REEF CARPENTRY 1, 2 & 3

1
Loading Zone
15 Minutes Maximum
Violators Will Be Towed

2
Loading Zone
15 Minutes Maximum
Violators Will Be Towed

6
Loading Zone
15 Minutes Maximum
Violators Will Be Towed

7
Loading Zone
15 Minutes Maximum
Violators Will Be Towed

8
Loading Zone
15 Minutes Maximum
Violators Will Be Towed



NO PARKING

10
Loading Zone
15 Minutes Maximum
Violators Will Be Towed



25
Loading Zone
15 Minutes Maximum
Violators Will Be Towed



27
Loading Zone
15 Minutes Maximum
Violators Will Be Towed

48
Loading Zone
15 Minutes Maximum
-Violators Will Be Towed

47
Loading Zone
15 Minutes Maximum
Violators Will Be Towed

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Oct-23-2015 16:45:32.003

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PAGE 1 OF 91 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Mario Luis
Rubio 8F7KRK

Digitally signed by Mario Luis Rubio
8F7KRK
DN: cn=CA, cn=Mario Luis Rubio
8F7KRK, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=8F7KRK
Date: 2015.10.23 16:36:32 -0700

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
BULL, HOUSSEY & TUPPER LLP
Barristers & Solicitors
1800 - 510 West Georgia Street
Vancouver BC V6B 0M3
Document Fees: \$234.30
Tel: 604.687.6575 / File No.: 13-3195
Doc. No.: 6245383 / Terms 5243508
Reciprocal Easements and Section 219 Covenant
Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☒ Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
SEE SCHEDULE

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

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

Mario Rubio
Barrister & Solicitor
Bull, Houssey & Tupper LLP
Suite 1800 - 510 West Georgia Street
Vancouver, B.C. V6B 0M3
(604) 641-4843

Execution Date

Y	M	D
15	10	21

Transferor(s) Signature(s)

TELUS COMMUNICATIONS INC.
by its authorized signatory(ies):

Name: Robert Kates

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.

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 91 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

BULL, HOUSSEY & TUPPER LLP**Barristers & Solicitors****1800 - 510 West Georgia Street****Vancouver****BC V6B 0M3**

Tel: 604.687.6575 / File No.: 13-3195

Doc. No.: 6245383 / Terms 5243508

Reciprocal Easements and Section 219 Covenant

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
-
- [PID] [LEGAL DESCRIPTION]

SEE SCHEDULESTC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

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

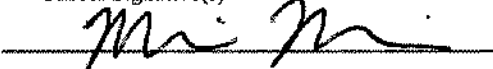
SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

**MARIO RUBIO****BARRISTER & SOLICITOR****BULL, HOUSSEY & TUPPER LLP****SUITE 1800 - 510 WEST GEORGIA STREET****VANCOUVER, B.C. V6B 0M3****(604) 641-4843**

Execution Date

Y	M	D
15	10	21

Transferor(s) Signature(s)

TELUS COMMUNICATIONS INC.

by its authorized signatory(ies):

Name: **ROBERT KATES**

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 91 PAGES

Officer Signature(s)



JEFFREY M. GREENBERG
453 WEST 12th AVENUE
VANCOUVER, B.C. V5Y 1V4
BARRISTER AND SOLICITOR

Execution Date

Y	M	D
15	10	22

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory(ies):



Name:

HEIDI GRANGER

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.

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 91 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]**028-779-584 LOT B BLOCK 54 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN BCP50274 EXCEPT AIR SPACE PLAN EPP39399**STC? YES ☐2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]**NO PID NMBR AIR SPACE PARCEL 1 BLOCK 54 DISTRICT LOT 541 GROUP 1 NEW
WESTMINSTER DISTRICT AIR SPACE PARCEL PLAN EPP39399**

STC? YES

[Related Plan Number]

EPP393992. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]STC? YES ☐

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

PAGE 4 OF 91 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement**Paragraph 2.1****Person entitled to interest:****Registered owner of PID: NPA Air Space Parcel 1
Block 54 District Lot 541 New Westminster District
Air Space Plan EPP39399**

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Easement**Paragraph 3.1****Person entitled to interest:****Registered owner of PID 028-779-584 Lot B Block
54 District Lot 541 Group 1 New Westminster
District Plan BCP50274 Except Air Space Plan
EPP39399**

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant**Paragraph 9.1****Person entitled to interest:****Transferee**

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**LAND TITLE ACT
FORM E****SCHEDULE****PAGE 5 OF 91 PAGES**

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

5. TRANSFEROR(S):

TELUS COMMUNICATIONS INC. (Inc. No. A0094610)

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

TELUS COMMUNICATIONS INC. (Inc. No. A0094610) of 768 Seymour Street, Vancouver, British Columbia, V6B 5J3 (as to the Easements granted herein)

CITY OF VANCOUVER of 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 (as to the Covenants granted herein)

TERMS OF INSTRUMENT – PART 2

RECIPROCAL EASEMENT AGREEMENT AND SECTION 219 COVENANT

THIS AGREEMENT dated for reference October 16, 2015,

BETWEEN:

TELUS COMMUNICATIONS INC. (Incorporation No. A0094610),
768 Seymour Street, Vancouver, British Columbia, V6B 5J3

(the "Air Space Parcel Owner")

AND:

TELUS COMMUNICATIONS INC. (Incorporation No. A0094610),
768 Seymour Street, Vancouver, British Columbia, V6B 5J3

(the "Remainder Parcel Owner")

AND:

CITY OF VANCOUVER, a municipal corporation, 453 West
12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the "City")

WHEREAS:

- A. The Air Space Parcel Owner is the registered owner of the Air Space Parcel (as hereinafter defined);
- B. The Remainder Parcel Owner is the registered owner of the Remainder Parcel (as hereinafter defined);
- C. The Air Space Parcel Improvements (as hereinafter defined) are located within the Air Space Parcel;
- D. The Remainder Parcel Improvements (as hereinafter defined) are located within the Remainder Parcel;
- E. The Air Space Parcel Owner and the Remainder Parcel Owner have requested that the Air Space Parcel Improvements and the Remainder Parcel Improvements be considered a single building under the Building Bylaw (as hereinafter defined);
- F. The Air Space Parcel Owner wishes to grant certain rights and easements to the Remainder Parcel Owner;

- G. The Remainder Parcel Owner wishes to grant certain rights and easements to the Air Space Parcel Owner;
- H. Pursuant to Section 18(5) of the *Property Law Act* (British Columbia), a registered owner in fee simple may grant to itself an easement over land that it owns for the benefit of other land that it owns in fee simple;
- I. Section 219 of the *Land Title Act* provides, *inter alia*, that a covenant, whether of a negative or positive nature, in respect of the use of land in favour of the City, may be registered as a charge against the title to that land;
- J. The City wishes to become a party to this Agreement to ensure that the rights, licenses and easements hereby created continue to enure to the benefit of the owners from time to time of the Parcels; and
- K. The easements and agreements contained herein are requirements of the Approving Officer (as hereinafter defined) for the subdivision of the lands creating the Air Space Parcel and the Remainder Parcel.

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, the covenants and mutual agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by each of the parties), the parties hereto covenant and agree with each other as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the following meanings unless the context otherwise requires:

- (a) **"Approving Officer"** means the person acting as approving officer for the City pursuant to the *Land Title Act*, and any employee of the City acting as the nominee or agent of that person in connection with this Agreement;
- (b) **"Air Space Parcel"** means that air space parcel created by the air space subdivision of the Lands pursuant to the registration in the LTO of Air Space Plan EPP39399 and legally described as PID: NPA, Air Space Parcel 1 Block 54 District Lot 541 Group 1 New Westminster District Air Space Plan EPP39399, and includes the Air Space Parcel Improvements;
- (c) **"Air Space Parcel Improvements"** means, collectively, any and all buildings, improvements, structures and works from time to time Constructed within the Air Space Parcel;
- (d) **"Air Space Parcel Owner"** means the registered owner or owners, from time to time, of the Air Space Parcel, and if the Air Space Parcel is subdivided by strata

plan pursuant to the *Strata Property Act* means the Strata Corporation created thereby;

- (e) **"Alternative Solution Requirements"** means the respective rights, obligations, acknowledgements and agreements set out in the Code Consultant Report that are required in order for the Building, including the Air Space Parcel and the Remainder Parcel, to comply with the requirements of the Building Bylaw;
- (f) **"Building"** means the entire building constructed within the Air Space Parcel and the Remainder Parcel;
- (g) **"Building Bylaw"** means Vancouver Building Bylaw 9419 and all amendments thereto and replacements thereof;
- (h) **"Building Envelope"** means the exterior waterproofing components, features and systems, including, without limitation, all roof membranes, exterior wall waterproofing components, features and systems and exterior window waterproofing components, features and systems situate within each Parcel;
- (i) **"Building Shell"** means those parts of the Building situate within each Parcel consisting of all structural components thereof and fixtures thereto, including, without limitation, all Exterior Elements, interior walls and Service Connections and Equipment and all other installations and services and any fixtures and structures housing or otherwise containing them or any of them, but excluding bathroom fixtures, lighting fixtures, floor coverings (including, by way of example, carpeting, rugs and hardwood flooring), wall coverings, furnishings, kitchen appliances and fitness equipment;
- (j) **"Building Shell Insurance"** means insurance in respect of the Building Shell or portions thereof, as applicable, for fire and other risk of physical loss or damage covered by a standard all risks policy and insurance against all other hazards covered by policies normally in use, from time to time, by reasonable and prudent owners of properties in the City of Vancouver similar to the Building, with coverage for the full replacement cost of the Building Shell or such insured portions thereof, as applicable;
- (k) **"Charter"** means the *Vancouver Charter*, S.B.C. 1953, c. 55;
- (l) **"Chief Building Official"** means the person appointed as such by Vancouver City Council pursuant to the provisions of the Charter and includes the deputy to the Chief Building Official;
- (m) **"City"** means the City of Vancouver as a municipal corporation continued under the Charter, and **"City of Vancouver"** means the City's geographical area as described in the Charter;

- (n) **"City Party"** has the meaning set forth in Section 9.1(d);
- (o) **"Claims and Expenses"** means any and all actions, causes of action, suits and claims, whether at law or in equity, and losses, expenses, costs (including legal costs on an indemnity basis) and damages, of any kind or nature whatsoever;
- (p) **"Code Consultant"** means Pioneer Engineering Consultants Ltd.;
- (q) **"Code Consultant Report"** means the report dated October 7, 2015 and prepared by the Code Consultant in respect of the air space subdivision creating the Air Space Parcel and the Remainder Parcel, a copy of which is attached hereto as Schedule A;
- (r) **"Common Areas and Facilities"** means such of the Building Envelope, the Building Shell, the Exterior Elements, the Service Connections and Equipment, Support Structures, the Life Safety and Fire Protection Systems and the Life Safety and Fire Protection Systems Areas, the Seymour Street Access Areas, the Lane Emergency Access Areas, the Freight Elevator and Loading Bay Areas and any other areas, Pedestrian Access Routes, Emergency Pedestrian Exit Routes, shared mechanical shafts, facilities, systems and equipment located anywhere in or upon the Air Space Parcel or the Remainder Parcel that in any way, in whole or in part, are required and/or exist and function for the use, benefit and enjoyment of both the Air Space Parcel and the Remainder Parcel, including, without limitation, all such areas, facilities and improvements provided for in Schedule E attached hereto and as identified in the Code Consultant Report;
- (s) **"Construct"** means to alter, construct, demolish, enlarge, erect, extend, install, place, reconstruct, replace, remove or renew and all other activities or other work incidental or related thereto and **"Construction"**, **"Constructing"** and **"Constructed"** have corresponding meanings;
- (t) **"Damaged Improvements"** has the meaning given to it in Section 11.1;
- (u) **"Defaulting Party"** has the meaning given to it in Section 7.4;
- (v) **"Dominant Owner"** means an Owner as the registered owner of a Dominant Tenement;
- (w) **"Dominant Tenement"** means a Parcel in the context of it being a dominant tenement in respect of one or more of the easements granted in this Agreement;
- (x) **"Easement Area"** means, in respect of any Parcel, areas used for or in respect of any easements and rights on the Parcel granted by a Servient Owner in favour of a Dominant Owner, including the applicable areas described in Schedule F attached hereto, and **"Easement Areas"** means all such areas, as the context requires;

- (y) **"Emergency Pedestrian Exit Routes"** means those parts of the Remainder Parcel, including, without limitation, all stairwells, stairs, corridors, emergency exits and routes within the Parcels, that are used for the purpose of, or are intended for the purpose of, providing emergency exit out of the Remainder Parcel in the event of an emergency, including the applicable areas described in Schedule F attached hereto;
- (z) **"Exterior Elements"** means all of the exterior structural and finishing components of the Building situate within each Parcel and all fixtures thereto, including, without limitation:
 - (i) roof slabs, roof panels and roof finishings and trusses, braces and other roof supports;
 - (ii) exterior walls, exterior wall cladding systems and exterior windows; and
 - (iii) the Building Envelope;
- (aa) **"Freight Elevator and Loading Bay Areas"** means the freight elevator and the loading bays and related maneuvering areas and ancillary works situated within the Remainder Parcel;
- (bb) **"Improvements"** means in respect of any Parcel any and all buildings, improvements, structures and works from time to time Constructed within such Parcel and all subsequent alterations, additions, and replacements thereof, as the case may be;
- (cc) **"Inspection"** means to inspect, test and examine any portion of a Parcel (including the Improvements located within such Parcel from time to time), including, as the context requires, for the purpose of ascertaining or determining whether any defect, damage or condition exists or is imminent which has resulted or may result in the loss of access or egress or support to or use of the Other Parcel, and **"Inspect"** and **"Inspected"** have corresponding meanings;
- (dd) **"Interfere"** means, as the context requires herein, to unreasonably or unduly interfere with, endanger, impede or disturb any one or more of the following:
 - (i) the Construction, Repair, operation, use or enjoyment of the Improvements located within a Parcel;
 - (ii) the use and enjoyment of any easement granted pursuant to the terms of this Agreement;
 - (iii) the uninterrupted availability, use, access to and benefit of the Life Safety and Fire Protection Systems;

- (iv) the use and enjoyment of any Servient Tenement or any part thereof that is subject to an easement granted pursuant to the terms of this Agreement; or
- (v) the support by a Parcel to the Other Parcel provided by the Support Structures, and **"Interference"** has a corresponding meaning;
- (ee) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996 c. 250;
- (ff) **"Lands"** means PID: 028-779-584, Lot B Block 54 District Lot 541 Group 1 New Westminster District Plan BCP50274;
- (gg) **"Lane Emergency Access Areas"** means those parts of the Remainder Parcel, including, without limitation, all stairwells, stairs, corridors, emergency exits and routes within the Remainder Parcel that are intended by the design and function of those parts for the purpose of emergency pedestrian egress from and access to the Remainder Parcel and the lane adjacent to the east side of the Remainder Parcel;
- (hh) **"Life Safety and Fire Protection Systems"** means all electrical systems and distribution, emergency power generation and distribution systems, emergency lighting systems, smoke detectors, fire fighting, fire suppression, fire detection and fire alarm systems and all other life safety systems, equipment and features, including all exit doors, fire rated doors and walls and all related equipment and wiring located in the Life Safety and Fire Protection Systems Areas that in any way, in whole or in part, are required and/or exist and function for the joint use, benefit and enjoyment of both the Air Space Parcel and the Remainder Parcel;
- (ii) **"Life Safety and Fire Protection Systems Areas"** means those parts of the Parcels containing the Life Safety and Fire Protection Systems, including without limitation the pressurized measure "N" vestibules located on the basement level, level 2 and level 3 of the Air Space Parcel;
- (jj) **"LTO"** means the New Westminster/Vancouver Land Title Office;
- (kk) **"Maintain"** means to keep in a good and proper state of repair and in a clean and safe condition as would a prudent owner from time to time, and **"Maintenance"**, **"Maintained"** and **"Maintaining"** have corresponding meanings;
- (ll) **"Major Damage"** means, with respect to a Parcel:
 - (i) 50% or more of the area of the Improvements within such Parcel is damaged or destroyed;

- (ii) the Improvements located within such Parcel cannot be Repaired or Constructed within 365 days after the date of damage or destruction thereof;
- (iii) the Improvements located within such Parcel are condemned; or
- (iv) insurers for such Parcel, pursuant to the policies of insurance maintained under this Agreement, elect to treat the Improvements located within such Parcel as a total loss,

provided that the determination of the extent of damage or destruction in paragraphs (i), (ii) and (iii) above will be made by a professional engineer chosen by the Owner whose Parcel has suffered damage or destruction and who is acceptable by the Other Owner, acting reasonably. If the Owners cannot agree on the choice of the professional engineer, such dispute will be resolved in the manner set out in Section 10.1;

- (mm) **"Other Owner"** means, in connection with a right, obligation or covenant of or made by or an easement granted by one Owner, Servient Owner or Dominant Owner, as the case may be, the other Owner, Dominant Owner or Servient Owner, as the case may be;
- (nn) **"Other Parcel"** means the Servient Tenement, Dominant Tenement or Parcel, as the case may be, owned by the Other Owner;
- (oo) **"Owner"** means the registered owner or owners, from time to time, of a Parcel, and if a Parcel is subdivided by strata plan pursuant to the *Strata Property Act* means the Strata Corporation created thereby and **"Owners"** means more than one Owner;
- (pp) **"Parcel"** means either the Air Space Parcel or the Remainder Parcel or any one of any parcels into which either of them at any time in any way may be subdivided;
- (qq) **"Pedestrian Access Routes"** means those parts and features of a Parcel (including all corridors, hallways, walkways, entrances, lobbies, doors, stairs, stairwells, sidewalks, plazas and elevators corridors, stairs, stairwells, and escalators) which are designed, constructed, suitable and/or intended for use for pedestrian access to and from:
 - (i) an Easement Area;
 - (ii) adjacent streets and/or other public areas;
 - (iii) a Servient Tenement;

- (iv) a Dominant Tenement; and
- (v) the Other Parcel and the Improvements therein;
- (rr) **"Permitted Purposes"** means the purposes for which an easement or easements herein is or are granted;
- (ss) **"Prime Rate"** means, at any time, the per annum rate of interest published by the main branch in the City of Vancouver of the Royal Bank of Canada or its successor at such time as its reference rate for setting rates of interest on loans in Canadian dollars and referred to by such bank as its "Prime Rate", provided however, that if the bank publishes more than one reference rate at any time, the Prime Rate will be the highest reference rate;
- (tt) **"Project Easements"** means the easements granted pursuant to Section 2.1 and 3.1 by the Servient Owner for the benefit of the Dominant Tenements and the Dominant Owner and "Project Easement" means any one of them;
- (uu) **"Remainder Parcel"** means the lands legally described as PID: 028-779-584, Lot B Block 54 District Lot 541 Group 1 New Westminster District Plan BCP50274, Except Air Space Plan EPP39399 and includes the Remainder Parcel Improvements;
- (vv) **"Remainder Parcel Improvements"** means, collectively, any and all buildings, improvements, structures and works from time to time Constructed on the Remainder Parcel;
- (ww) **"Remainder Parcel Owner"** means the registered owner or owners, from time to time, of the Remainder Parcel and if the Remainder Parcel is subdivided by strata plan pursuant to the *Strata Property Act* means the Strata Corporation created thereby;
- (xx) **"Repair"** means to remedy any defect and to repair and replace any damage to or component of any portion of the Improvements within a Parcel, including, as the context requires, any such damage which has resulted or is likely to result in a loss of access or egress or support or use to or for the Other Parcel, and **"Repairing"** and **"Repaired"** have a corresponding meaning;
- (yy) **"Section 219"** means section 219 of the *Land Title Act*;
- (zz) **"Service Connections and Equipment"** means the storm and rainwater drainage system and piping which, at various levels, criss-crosses the northern property line of the Air Space Parcel and the southern property line of the Remainder Parcel, and provides storm drainage services for the use, benefit and enjoyment of both the Air Space Parcel Improvements and the Remainder Improvements;

- (aaa) **"Servient Owner"** means an Owner as the registered owner of a Servient Tenement;
- (bbb) **"Servient Tenement"** means a Parcel in the context of it being a servient tenement in respect of one or more of the easements granted in this Agreement;
- (ccc) **"Seymour Street Access Areas"** means those parts of the Remainder Parcel, including, without limitation, all stairwells, stairs, corridors, emergency exits and routes within the Remainder Parcel that are intended by the design and function of those parts for the purpose of pedestrian egress from the Remainder Parcel to Seymour Street;
- (ddd) **"Strata Corporation"** has the meaning given to it in the *Strata Property Act*;
- (eee) **"Strata Lot"** has the meaning given to it in the *Strata Property Act*;
- (fff) **"Strata Plan"** has the meaning given to it in the *Strata Property Act*;
- (ggg) **"Strata Property Act"** means the *Strata Property Act*, S.B.C. 1998, c. 43;
- (hhh) **"Subdivision Plan"** means the air space plan of subdivision creating the Air Space Parcel and the Remainder Parcel;
- (iii) **"Support Structures"** means the soil and any and all structural elements from time to time located within the Air Space Parcel which are required to support the Remainder Parcel Improvements or within the Remainder Parcel which are required to support the Air Space Parcel Improvements, as the case may be, including anchors, shallow and deep foundations, columns, footings, supporting bearing walls, roofs, floors, ceilings, beams, arches, brackets and bracings; and
- (jjj) **"Users"** means the Owner, tenants and other authorized occupants and users from time to time of all or any part of a Parcel and the employees, servants, agents, contractors, invitees and licensees of such Owner, tenants and other authorized occupants and users, whether the authorization for their occupancy or use of or presence within the Parcel is implied or express, unless any of such employees, servants, agents, officers, contractors, licensees or invitees are prohibited hereunder.

1.2 Schedules

The following Schedules are attached hereto and made part of this Agreement:

- (a) Schedule A – Code Consultant Report;
- (b) Schedule B – Plan of Freight Elevator and Loading Bay Areas;
- (c) Schedule C – Plan of Seymour Street Access Areas;

- (d) Schedule D – Plan of Lane Emergency Access Areas;
- (e) Schedule E – Allocation of Repair and Maintenance Obligations and Costs for Common Areas and Facilities; and
- (f) Schedule F – Table of Easements and section of Code Report covered.

1.3 References and Headings

The references to "hereunder", "herein" and "hereof" refer to the provisions of this Agreement and references to Articles, Sections and Schedules herein refer to Articles, Sections or subsections of or Schedules to this Agreement. The headings of the Articles, Sections, Schedules and any other headings or captions herein are inserted for convenience of reference only and will not be used in any way in construing or interpreting any provision hereof. Any reference to time will refer to Pacific Standard Time or Pacific Daylight Savings Time, during the respective intervals in which each is in force in the Province of British Columbia.

1.4 Singular/Plural and Derivatives

Whenever the singular or masculine or neuter is used in this Agreement or in the Schedules, it will be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a derivative of such term will have a corresponding meaning unless the context otherwise requires.

1.5 Including

The word "including" is to be construed as meaning "including without limitation".

1.6 Statutory References

Any reference to a statute or bylaw of any governmental authority will include and will be deemed to be a reference to such statute or bylaw and to the regulations or orders made pursuant thereto and all amendments made thereto and in force from time to time, and to any statute, bylaw, regulation or order that may be passed which has the effect of supplementing the statute or bylaw so referred to or the regulations or orders made pursuant thereto.

1.7 Parties

Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, tenants, licensees and invitees of such party wherever the context so permits or requires.

1.8 Currency

All dollar amounts referred to in this Agreement are in Canadian dollars.

2. AIR SPACE PARCEL EASEMENTS OVER REMAINDER PARCEL

2.1 Easements

Subject to the terms and conditions of this Agreement, the Remainder Parcel Owner, as registered owner of the Remainder Parcel, hereby grants to the Air Space Parcel Owner, as registered owner of Air Space Parcel, for the use, benefit and enjoyment of the Air Space Parcel and the Air Space Parcel Owner and the Air Space Parcel Users, to have and to hold in perpetuity, in common with the Remainder Parcel Owner and the Remainder Parcel Users, the non-exclusive full, free and uninterrupted right, liberty, right-of-way and easement on, over, within and through the Remainder Parcel at all times and from time to time as follows:

- (a) Seymour Street Access Areas. To enter, go, pass and re-pass at any time, including, without limitation, in an emergency or a scheduled emergency practice drill, on foot or by wheelchair or other similar aids for physically challenged persons, in, over, upon and through the Seymour Street Access Areas and those parts of the Remainder Parcel, as may be reasonably necessary, to access and use the Seymour Street Access Areas for the purpose of obtaining pedestrian access to and egress from the Air Space Parcel;
- (b) Lane Emergency Access Areas. To enter, go, pass and re-pass at any time in an emergency or a scheduled emergency practice drill, on foot or by wheelchair or other similar aids for physically challenged persons, in, over, upon and through the Lane Emergency Access Areas and those parts of the Remainder Parcel, as may be reasonably necessary, to access and use the Lane Emergency Access Areas for the purpose of obtaining emergency pedestrian egress from and access to the Air Space Parcel;
- (c) Freight Elevator and Loading Bay Areas. Subject to any reasonable rules and regulations which the Remainder Parcel Owner may make from time to time in accordance with Section 4.1(c) herein:
 - (i) to enter, go, stop, move about, pass and re-pass, on foot or by wheelchair or other similar aids for physically challenged persons, with or without supplies, materials, tools and/or equipment, and, with respect to those parts designated for use thereof by vehicles, with vehicles, in, over and upon the Freight Elevator and Loading Bay Areas and those parts of the Remainder Parcel, as may be reasonably necessary, to access and use the Freight Elevator and Loading Bay Areas, for the purpose of loading, unloading, delivery, receiving or transport of services, goods, supplies, equipment or other materials or things to or from the Air Space Parcel, and for accessing the garbage and recycling areas and facilities located within the Freight Elevator and Loading Bay Areas, provided, however, that none of this includes any right to park within the Freight Elevator and

Loading Bay Areas other than temporarily for reasonable lengths of time for such loading and unloading purposes; and

- (ii) to enter, go, pass and re-pass at any time in an emergency or a scheduled emergency practice drill, on foot or by wheelchair or other similar aids for physically challenged persons, in, over, upon and through the Freight Elevator and Loading Bay Areas and those parts of the Remainder Parcel, as may be reasonably necessary, to access and use the Freight Elevator and Loading Bay Areas for the purpose of obtaining emergency pedestrian egress from the Air Space Parcel;
- (d) Life Safety and Fire Protection Systems Areas. To enter, go, move about, pass and re-pass, with or without supplies, materials, tools and/or equipment, as reasonably necessary, in, over and upon the Life Safety and Fire Protection Systems Areas and those parts of the Remainder Parcel, as may be reasonably necessary, to access and use the Life Safety and Fire Protection Systems and to operate and use and, as may be permitted under this Agreement, Construct, Maintain and Repair the Life Safety and Fire Protection Systems that are connected to or service the Air Space Parcel;
- (e) Service Connections and Equipment. To enter, go, move about, pass and re-pass at any time, with or without supplies, materials, tools and/or equipment, at reasonable times and upon reasonable notice to the Remainder Parcel Owner (except in the case of emergency when no notice will be required), in, over and upon those parts of the Remainder Parcel as may be reasonably necessary to access, operate and use and, as may be permitted under this Agreement, Construct and/or Maintain and Repair any and all Service Connections and Equipment within the Remainder Parcel that are connected to or service the Air Space Parcel;
- (f) Support. To at all times receive structural support for the Air Space Parcel Improvements from Support Structures within the Remainder Parcel which by design and function provide structural support for the Air Space Parcel Improvements;
- (g) Building Envelope. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder Parcel as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Building Envelope situate within the Remainder Parcel;
- (h) Building Shell. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder Parcel as may be reasonably necessary

to access, operate, use and Construct, Maintain and Repair the Building Shell situate within the Remainder Parcel;

- (i) Common Areas and Facilities. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder Parcel as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Common Areas and Facilities situate within the Remainder Parcel;
- (j) Exterior Elements. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Remainder Parcel as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Exterior Elements situate within the Remainder Parcel;
- (k) Maintenance and Repair. Without limiting any of the foregoing, to enter, go, move about, pass and re-pass, with or without supplies, materials, tools and/or equipment, at reasonable times and upon reasonable notice to the Remainder Parcel Owner (except in the case of emergency when no notice will be required), in, over and upon those parts of the Remainder Parcel as may be reasonably necessary, for the purpose of:
 - (i) Inspecting, operating, Maintaining and Repairing the Air Space Parcel Improvements; and
 - (ii) Inspecting, operating, Maintaining and Repairing, any portions of the Easement Areas, Life Safety and Fire Protection Systems, Service Connections and Equipment and Support Structures which are located within the Remainder Parcel;
- (l) Placement of Materials. To place, leave and/or store within the Remainder Parcel, at the risk and responsibility of the Air Space Parcel Owner, and for as short a time as reasonably possible, in such locations within the Remainder Parcel as may be reasonably determined by the Remainder Parcel Owner, at reasonable times and upon reasonable notice to the Remainder Parcel Owner (except in the case of emergency when no notice will be required), such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from the Remainder Parcel any Construction and/or Maintenance and Repair work required or permitted under this Agreement, provided that:
 - (i) such placing and storage of supplies, materials, tools and/or equipment does not unreasonably Interfere with anyone's use and enjoyment of the Remainder Parcel;

- (ii) such placing and storage of supplies, materials, tools and/or equipment complies with the Remainder Parcel Owner's reasonable security rules for the Remainder Parcel; and
- (iii) upon completion of any such Construction or Maintenance and Repair work, the Air Space Parcel Owner will remove from the Remainder Parcel all such supplies, materials, tools and/or equipment and leave those portions of the Remainder Parcel used for such purposes in the same condition as they were in prior such use being made thereof; and
- (m) General. To do all acts, things and matters necessary or incidental to the exercise of the rights granted in this Section 2.1. The Owners acknowledge and agree with each other the elements of the Common Areas and Facilities are located throughout the various Parcels. In order to ensure that each Owner is granted the easements required by such Owner for the use and efficient and safe functioning of the Improvements within its Parcel consistent with the design and Construction of the Building, each Owner has hereby in this Section 2.1(m) granted to the Other Owner an easement for access to the Common Areas and Facilities located within its Parcel, even though this may be a duplication of other easements granted in this Agreement by such Owner to the Other Owners.

2.2 Benefit and Burden

The easements granted in Section 2.1 will be appurtenant to and for the benefit of the Air Space Parcel and will charge and be a burden upon the Remainder Parcel.

2.3 Users

Subject to all limitations, restrictions and reservations in this Agreement applicable to the easements granted herein to the Air Space Parcel Owner, all Air Space Parcel Users may exercise fully the easement rights granted in Section 2.1.

3. REMAINDER PARCEL EASEMENTS OVER AIR SPACE PARCEL

3.1 Easements

Subject to the terms and conditions of this Agreement, the Air Space Parcel Owner, as registered owner of the Air Space Parcel, hereby grants to the Remainder Parcel Owner, as registered owner of the Remainder Parcel, for the use, benefit and enjoyment of the Remainder Parcel and the Remainder Parcel Owner and the Remainder Parcel Users, to have and to hold in perpetuity, in common with the Air Space Parcel Owner and the Air Space Parcel Users, the non-exclusive full, free and uninterrupted right, liberty, right-of-way and easement on, over, within and through the Air Space Parcel as follows:

- (a) Life Safety and Fire Protection Systems Areas. To enter, go, move about, pass and re-pass, with or without supplies, materials, tools and/or equipment, as

reasonably necessary, in, over and upon the Life Safety and Fire Protection Systems Areas and those parts of the Air Space Parcel, as may be reasonably necessary, to access and use the Life Safety and Fire Protection Systems and to operate and use and, as may be permitted under this Agreement, Construct, Maintain and Repair the Life Safety and Fire Protection Systems that are connected to or service the Remainder Parcel;

- (b) Service Connections and Equipment. To enter, go, move about, pass and re-pass at any time, with or without supplies, materials, tools and/or equipment, at reasonable times and upon reasonable notice to the Air Space Parcel Owner (except in the case of emergency when no notice will be required), in, over and upon those parts of the Air Space Parcel as may be reasonably necessary to access, operate and use and, as may be permitted under this Agreement, Construct and/or Maintain and Repair any and all Service Connections and Equipment within the Air Space Parcel that are connected to or service the Remainder Parcel;
- (c) Support. To at all times receive structural support for the Remainder Parcel Improvements from Support Structures within the Air Space Parcel which by design and function provide structural support for the Remainder Parcel Improvements;
- (d) Building Envelope. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Air Space Parcel as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Building Envelope situate within the Air Space Parcel;
- (e) Building Shell. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Air Space Parcel as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Building Shell situate within the Air Space Parcel;
- (f) Common Areas and Facilities. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Air Space Parcel as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Common Areas and Facilities situate within the Air Space Parcel;
- (g) Exterior Elements. To enter, exit, go, remain in, pass and re-pass, at any time, with or without supplies, materials, tools, equipment or machinery, in, over, through and upon those parts of the Air Space Parcel as may be reasonably necessary to access, operate, use and Construct, Maintain and Repair the Exterior Elements situate within the Air Space Parcel;

- (h) **Maintenance and Repair.** To enter, go, move about, pass and re-pass, with or without supplies, materials, tools and/or equipment, at reasonable times and upon reasonable notice to the Air Space Parcel Owner (except in the case of emergency when no notice will be required), in, over and upon those parts of the Air Space Parcel as may be reasonably necessary, for the purpose of:
 - (i) Inspecting, operating, Maintaining and Repairing the Remainder Parcel Improvements; and
 - (ii) Inspecting, operating, Maintaining and Repairing any portions of the Easement Areas, Life Safety and Fire Protection Systems, Service Connections and Equipment and Support Structures which are located within the Air Space Parcel.
- (i) **Placement of Materials.** To place, leave and/or store within the Air Space Parcel, at the risk and responsibility of the Remainder Parcel Owner, and for as short a time as reasonably possible, in such locations within the Air Space Parcel as may be reasonably determined by the Air Space Parcel Owner, at reasonable times and upon reasonable notice to the Air Space Parcel Owner (except in the case of emergency when no notice will be required), such supplies, materials, tools and/or equipment as may be reasonably required for carrying out within or from the Air Space Parcel any Construction and/or Maintenance and Repair work required or permitted under this Agreement, provided that:
 - (i) such placing and storage of supplies, materials, tools and/or equipment does not unreasonably Interfere with anyone's use and enjoyment of the Air Space Parcel;
 - (ii) such placing and storage of supplies, materials, tools and/or equipment complies with the Air Space Parcel Owner's reasonable security rules for the Air Space Parcel; and
 - (iii) upon completion of any such Construction or Maintenance and Repair work, the Remainder Parcel Owner will remove from the Air Space Parcel all such supplies, materials, tools and/or equipment and leave those portions of the Air Space Parcel used for such purposes in the same condition as they were in prior such use being made thereof; and
- (j) **General.** To do all acts, things and matters necessary or incidental to the exercise of the rights granted in this Section 3.1. The Owners acknowledge and agree with each other the elements of the Common Areas and Facilities are located throughout the various Parcels. In order to ensure that each Owner is granted the easements required by such Owner for the use and efficient and safe functioning of the Improvements within its Parcel consistent with the design and Construction of the Building, each Owner has hereby in this Section 3.1(j)

granted to the Other Owner an easement for access to the Common Areas and Facilities located within its Parcel, even though this may be a duplication of other easements granted in this Agreement by such Owner to the Other Owners.

3.2 Benefit and Burden

The easements granted in Section 3.1 will be appurtenant to and for the benefit of the Remainder Parcel, and such easements will charge and be a burden upon the Air Space Parcel.

3.3 Users

Subject to all limitations, restrictions and reservations in this Agreement applicable to the easements granted herein to the Remainder Parcel Owner, all Remainder Parcel Users may exercise fully the easement rights granted in Section 3.1.

4. RESERVATIONS AND LIMITATIONS

4.1 Reservations

Notwithstanding the easements granted pursuant to Articles 2 and 3 hereof, there is hereby reserved to each Owner, as a Servient Owner, subject to the restrictions and limitations hereinafter set forth, the right at all times hereinafter and from time to time:

- (a) Temporary Interruptions. To temporarily interrupt the use and enjoyment of the Dominant Owner's easements over such Servient Owner's Parcel if such temporary interruption is reasonably required to facilitate the Construction or Repair of the Improvements located on such Servient Owner's Parcel, provided that:
 - (i) such interruptions do not Interfere in any way with the Support, Support Structures, security, Life Safety and Fire Protection Systems or efficient functioning of the Improvements on the Dominant Owner's Parcel;
 - (ii) such interruptions do not unreasonably Interfere with the Dominant Owner's access to or use and enjoyment of the Dominant Tenement or the Dominant Owner's exercise of any of its easements granted herein;
 - (iii) all such interruptions are as kept as short in time as reasonably possible;
 - (iv) reasonable prior written notice of such interruption is provided to the Dominant Owner (except in the case of emergency, when no prior notice will be required);
 - (v) to the extent reasonably possible, such interruptions will occur outside the regular hours of use, if any, of the Dominant Tenement;

- (vi) the Servient Owner, as soon as is reasonably possible and to the extent reasonably necessary, puts in place reasonable measures to provide for the Dominant Owner, during the period of the interruption, reasonably adequate alternatives to the easements so interrupted; and
- (vii) all such interruptions are done only in strict compliance with any applicable City bylaws and any other applicable laws,

provided that, in the event of any interruption in the use of the Seymour Street Access Areas or the Lane Emergency Access Areas, the Remainder Parcel Owner will provide alternative means of emergency egress during the period of any such interruption;

- (b) Reasonable Access and Exercise. Each Owner, in exercising the easement rights granted to it herein, will use the Servient Tenement over which it has been granted such easement rights only at such times and to such extent as is reasonably necessary for the Permitted Purposes in each case. Without in any way limiting the generality of the foregoing, and without derogating from the fact that the easements in Section 2.1 are granted and may be exercised over the entire Remainder Parcel, the Air Space Parcel Owner hereby agrees that the exercise of the right to enter, go, pass and re-pass in, over and upon:
 - (i) the Seymour Street Access Areas will, except as is otherwise reasonably necessary for the Permitted Purposes, only be exercised by the Air Space Parcel Owner and the Air Space Parcel Users in, over and upon that portion of the Remainder Parcel approximately shown on the plan attached hereto as Schedule C;
 - (ii) the Lane Emergency Access Areas will, except as is otherwise reasonably necessary for the Permitted Purposes, only be exercised by the Air Space Parcel Owner and the Air Space Parcel Users in, over and upon that portion of the Remainder Parcel approximately shown on the plan attached hereto as Schedule D; and
 - (iii) the Freight Elevator and Loading Bay Areas will, except as is otherwise reasonably necessary for the Permitted Purposes, only be exercised by the Air Space Parcel Owner and the Air Space Parcel Users in, over and upon that portion of the Remainder Parcel approximately shown on the plan attached hereto as Schedule B;
- (c) Rules and Regulations. From time to time to make, amend, enforce and rescind reasonable rules and regulations governing, restricting and regulating the hours of use, enjoyment, safety, cleanliness, management, maintenance or operation of an Easement Area or any part thereof within the Servient Owner's Parcel and to take such reasonable actions as may be necessary to enforce or prevent any

breach of such rules and regulations, provided that such rules, regulations and security arrangements promote the good and reasonable enjoyment of the respective Easement Area and do not, beyond that extent, restrict the exercise of the easements herein granted, including the Dominant Owner's right to access and use any such Easement Area as reasonably required in the case of an emergency, and that such rules and regulations do not constitute an Interference with the Easements;

- (d) Grant Statutory Rights of Way. To grant statutory rights of way in favour of the City or other governmental entity or any public utility or public authority over its Parcel or any portion thereof, provided that such grant does not materially Interfere with the rights and easements granted under this Agreement and that such grant is not otherwise restricted or prohibited in any other agreement;
- (e) Access By Qualified Individuals. The easements granted herein for Construction, Maintenance and Repair to:
 - (i) the Building Envelope;
 - (ii) the Building Shell;
 - (iii) Exterior Elements;
 - (iv) Life Safety Systems;
 - (v) Service Connections and Equipment; and
 - (vi) Support Structures;

will be exercised only by individuals duly qualified to carry out Construction, Maintenance and Repair or other work permitted in connection with such easements; and

- (f) Notice. The easements granted to a Dominant Owner herein for Construction, Maintenance and Repair of any Common Areas and Facilities within a Servient Tenement may be exercised only after a Dominant Owner wishing to exercise such easements has given to the Servient Owner not fewer than two days prior written notice of the Dominant Owner's intention to exercise such easements and, even then, only to the extent that the Servient Owner has not itself commenced the Construction, Maintenance and Repair or other work that the Dominant Owner wishes to perform or has failed to diligently perform same, except in the case of emergency, in which case, if reasonably possible and advisable, such easements may be exercised only after the Dominant Owner makes reasonable efforts in the circumstances to contact the Servient Owner, informs it of the emergency and gives it a reasonable opportunity in the

circumstances to itself carry out the activities for which the Dominant Owner wishes to exercise the easement rights.

4.2 Limitations on Users

Notwithstanding Sections 2.3 and 3.3, each Owner acknowledges and agrees that the easements granted in Sections 2.1 and 3.1, as the case may be, over its respective Parcel in favour of the Other Owner may be exercised by the Users of the Other Owner, subject always to the limitations and reservations on the exercise of such easements contained herein and, provided however, that notwithstanding any other term or condition thereof, to the extent that any easement includes any rights of Repair, Maintenance or Construction, such rights may only be exercised by the Other Owner or such persons as are authorized by the Other Owner to effect such Repair, Maintenance and Construction.

5. MODIFICATION OF EASEMENTS

5.1 Replacement Easements

Subject always to Sections 5.2, 5.3 and 9.1, as an integral part of the grant of the easements contained herein, subsequent to or in contemplation of damage to, demolition or destruction of or renovations or additions to any Easements Area or in the event of the loss of any of the easement rights contained herein for any reason, each Owner will, if so requested in writing by the Other Owner, duly execute in registrable form and deliver to the Other Owner such modifications to this Agreement or such replacement easements, as the case may be, in a form and on such terms and conditions as the Owners agree, each acting reasonably to recognize any changes to the physical layout or configuration of the Improvements or the Air Space Parcel Improvements or Remainder Parcel Improvements, or any portion thereof, and the change in the relationship between the Parcels. There will be no compensation payable to either Owner by the Other Owner therefor. It is the intent of the parties hereto that any modification hereof or replacement easements will be at least equal in utility, security, value and convenience to the Air Space Parcel Owner and the Remainder Parcel Owner, respectively, as the easements herein granted and to the City with respect to the covenants and Section 219 covenants granted hereunder and, provided that such modification hereof or replacement easements are so equal, it is also intended that the modification hereof or replacement easements interfere as little as possible with each Owner's use and enjoyment of the Improvements.

5.2 Discharges of Replaced Easements

Subject to Section 9.1, following the execution and delivery by the respective Servient Owner, Other Owner and the City of any agreement containing replacement easements in accordance with Section 5.1, the respective Other Owner and the City shall, to the extent only that the easements and covenants granted hereunder have, to the extent reasonably required, been replaced, execute in registrable form and deliver to the respective Servient Owner a surrender and discharge, or partial discharge, of the easements and covenants so replaced; provided, however that:

- (a) the City shall have no obligation to execute such discharge until a written request therefor from the respective Servient Owner has been received by the City;
- (b) the cost of preparation of the aforesaid discharge, and the cost of registration of same in the LTO shall be paid by the said Servient Owner; and
- (c) the City shall have reasonable time within to which to execute the aforesaid discharge and return the same to the said Servient Owner.

5.3 Priority

Any modifications hereof or any replacement easements over either the Remainder Parcel or the Air Space Parcel will be registered in the LTO and the party granting such modification or replacement easement will use commercially reasonable efforts to cause same to have priority over any charges or encumbrances which permit the exercise of any rights or remedies which might prejudice the rights granted to the holder of the easements herein granted.

6. SUBDIVISION

6.1 Subdivision

If the Air Space Parcel or the Remainder Parcel is subdivided at any time either under the provisions of the *Land Title Act* or the *Strata Property Act* or otherwise, then on the deposit of a plan of subdivision, the burden and the benefit of each of the easements and covenants, including without limitation the Section 219 Covenant, herein granted will continue and will be annexed to and run with and bind each of the new subdivided parcels, including the Strata Lots, so created.

6.2 Subdivision by Strata Plan

Upon subdivision of a Parcel by the deposit of a Strata Plan:

- (a) the Strata Corporation so formed shall:
 - (i) perform and observe the covenants of the Owner of that Parcel set out herein at the expense of the owners of the Strata Lots;
 - (ii) enter into an assumption agreement with the Other Owner in a form satisfactory to the Other Owner, acting reasonably, to assume all of the obligations of the Owner of the stratified Parcel hereunder from and after the date on which the Strata Corporation is formed; and
 - (iii) be entitled to give all permissions and consents permitted to be given by the Owner of that Parcel, and the rights of the owners of the Strata Lots in relation to the administration or enforcement of any of the easements granted herein shall be exercised only through the Strata Corporation and

no individual Strata Lot owner will have any direct right to enforce or in any way interfere with any of the easements granted herein;

- (b) the liability of each Strata Lot owner for the performance and observance of the covenants and obligations of the Owner of that Parcel set out herein shall be in proportion to the unit entitlement of his, her or its Strata Lot as established in accordance with the *Strata Property Act*;
- (c) notwithstanding anything to the contrary contained elsewhere in this Agreement, the rights, obligations, covenants, easements and charges contained herein will continue to run with and be a charge (or notation, as applicable) upon title to each of the strata lots within the Strata Corporation, and shall be noted on the common property sheet of the Strata Corporation;
- (d) the benefit and burden of the easements herein granted and the other covenants and agreements herein will be accepted on behalf of the owners of the Strata Lots by the Strata Corporation created thereby and will be administered, enforced, modified or released by the Strata Corporation only, and, in particular, without limiting the generality of the foregoing, the Strata Corporation will make all payments required to be made hereunder and will receive all payments to be paid hereunder and will be responsible for obtaining the insurance policies required hereunder;
- (e) the benefit and burden of the easements herein granted are intended to benefit and burden the Strata Lots and common property created within any Strata Plan, and upon the subdivision of any Parcel by Strata Plan, the easements herein granted will be a charge against, and a benefit of, the Strata Lots and the common property within any Strata Plan; and
- (f) the Strata Lot owners will not attempt to enforce or in any way interfere with the Strata Corporation's administration of this Agreement or the easements herein granted.

6.3 No vesting of fee

No part of the fee of either the Air Space Parcel or the Remainder Parcel will pass to or be vested in the grantees of the easements herein granted.

7. COVENANTS

7.1 General Covenants

Each of the Air Space Parcel Owner and the Remainder Parcel Owner hereby covenants and agrees that:

- (a) Minimize Nuisance. It will, in exercising the rights granted to it under this Agreement, use all reasonable efforts to minimize the nuisance and inconvenience to Users of the Other Owner's Parcel;
- (b) Minimize Interference with Other Owner's Parcel. It will, in exercising the rights and easements granted herein, use only those portions of the Other Owner's Parcel to which it is reasonable to have access for the purpose of such rights and easements, will use all reasonable efforts to cause as little interference with the use and enjoyment of the Other Owner's Parcel as possible and will, if the exercise of such rights and easements causes any damage to the Other Owner's Parcel, forthwith restore same to a condition as near as is reasonably practicable to the condition thereof existing immediately prior to the exercise of the right and easements granted hereunder;
- (c) No Interference with Other Owner's Easements. It will not obstruct or Interfere with or permit any person claiming through or under it to obstruct or Interfere unnecessarily with the use and enjoyment of Other Owner's easements herein granted, provided that nothing contained in this Agreement will be interpreted so as to restrict or prevent such Owner from using its Parcel in any manner which does not unreasonably Interfere with the exercise by the Other Owner of the easements herein granted to such Other Owner;
- (d) Maintenance of Improvements, Easement Areas, Life Safety and Fire Protection Systems, Service Connections and Equipment and Support Structures. Except as specifically set forth herein, it will operate, Maintain and Repair on an on-going and continuous basis and will Inspect as would a prudent owner the Improvements located within its Parcel, including without limitation the Easement Areas, Life Safety and Fire Protection Systems, Service Connections and Equipment and Support Structures therein, and all parts and components thereof in all respects in good working order and in a fully functional, sound, neat, tidy, clean, sanitary, insurable (at ordinary rates) and safe condition and free of vermin and hazards and unreasonable wear and tear and to so keep them so as to ensure that at all times the easements granted herein can be fully exercised as intended hereby and to ensure and permit the continued full and lawful use, function and operation of the Building, collectively, as a single building in accordance with the Code Consultant Report and the Building Bylaw and to ensure that at all times the Building is kept, functional and operated as an integrated building and in good quality in all respects. Notwithstanding the foregoing, each of the Air Space Parcel Owner and the Remainder Parcel Owner will have the primary responsibility for Inspecting, operating, Maintaining and Repairing the Common Areas and Facilities for which it is primarily responsible as set forth in Schedule F. In the event that either Owner fails to Inspect, operate, Maintain and Repair the Easement Areas, Life Safety and Fire Protection Systems, Service Connections and Equipment and Support Structures located within its Parcel or the Common Areas and Facilities for which it is

primarily responsible as set forth in Schedule F, then the Other Owner may, but will not be obliged to, do so, provided that such Other Owner complies with the notice requirements set forth in Section 4.1(f), and the provisions of Article 8 with respect to reimbursement will apply to such expenditures, without need for further notice or agreement;

- (e) Continuing Support. It will not do anything or suffer or permit any condition to exist at any time in or upon its Parcel or, in exercising any easement rights granted hereunder, any other Parcel that in any manner may cause a reduction in the effectiveness of any Support Structures within either Parcel and no Owner will remove or cause or suffer or permit the removal of any Support Structures from its Parcel without ensuring that such Support Structures are first replaced with adequate or equivalent alternate Support Structures;
- (f) Compliance with Applicable Legislation. It will at all times comply with all laws applicable to the use and occupation of its Parcel;
- (g) Discharge Liens. It will not make or do anything at any time in or in connection with exercising any easement rights hereunder or performing any of its obligations hereunder that results in any lien or claim of lien or other similar charge or encumbrance upon the Other Owner's Parcel, and will, at its expense, promptly on notice of the existence of any such lien or claim of lien or other similar charge or encumbrance, remove and discharge or cause to be removed and discharged any such lien or claim of lien or other similar charge or encumbrance;
- (h) Rules and Regulations. It will, at its expense, comply and ensure that the Users of its Parcel comply at all times with any reasonable rules and regulations that, pursuant to this Agreement, the Other Owner may put in place in respect of the exercise of the easements granted herein over such Other Owner's Parcel; and
- (i) Notice and Exchange of Information. Each Owner, at its expense, will promptly give prior written notice to the Other Owner of any Construction or Maintenance and Repair work performed or to be performed by or on behalf of such Owner to any Service Connections and Equipment, Life Safety and Fire Protection Systems, Support Structures, Common Areas and Facilities, within its Parcel and promptly, after the substantial completion of such work or after any earlier request from the Other Owner, deliver to the Other Owner a copy of all drawings, plans, specifications and operating and maintenance manuals relating to such Construction or Maintenance and Repair.

7.2 Insurance

- (a) Owner's Insurance. Each Owner, at its expense (but subject to proviso in Section 7.2(a)(v)), in addition to and not in substitution for any and all policies of insurance maintained by the other Owner in respect of the Building, will obtain and keep or cause to be obtained and kept in full force and effect at all times, insurance as follows:
- (i) commercial general liability insurance in respect of the use and occupancy of such Owner's Parcel and the Improvements therein, with coverage of not less than the amount a prudent owner of such a property would keep, but in any event, with coverage of not less than \$10,000,000.00, for claims for personal injury, death or property damage arising out of any one occurrence;
 - (ii) commercial general liability insurance with respect to such Owner's exercise of the easements granted to it herein, with coverage of not less than \$10,000,000.00 or such greater amount as the other Owner of the Servient Tenement may reasonably require, from time to time, in accordance with the prevailing practice in the City of Vancouver for insurance of similar properties, for claims for personal injury, death or property damage arising out of any one occurrence, naming the other Owner as additional insured and including a cross liability and severability of interests endorsement and a 60 day notice of cancellation or non-renewal clause for the additional insured;
 - (iii) Building Shell Insurance with respect to those portions of the Building Shell which are located within such Owner's Parcel, which will be primary insurance with respect to such portions of the Building Shell, and any other applicable insurance or self insurance maintained by or on behalf of either Owner will be in excess to the Building Shell Insurance that each Owner is required to obtain and keep under this Section 7.2(a)(iii) and will not contribute to it;
 - (iv) if equipment normally the subject of boiler and pressure vessel insurance is located within such Owner's Parcel, then boiler and pressure vessel insurance with coverage in such amount as is normally effected having regard to the nature of such equipment, including such insurance by such Owner where any such equipment pertains to an easement hereunder;
 - (v) insurance in respect of such Owner's Parcel for fire and other risks of physical loss or damage covered by a standard all-risks policy, and insurance against all other hazards covered by policies normally in use from time to time by prudent owners of properties in the City of Vancouver similar to such Owner's Parcel with coverage in an amount equal to the

full replacement cost for such Owner's Improvements and for all equipment, fixtures, systems, facilities, components, machinery, improvements, additions, alterations and chattels of any type and nature therein or thereon; and

- (vi) if any Parcel is subdivided by a strata plan, all insurance required to be obtained and maintained by the strata corporation created as a result of such subdivision pursuant to the provisions of the *Strata Property Act* or any subsequent legislation which may be passed in substitution for or replacement thereof.
- (b) Certificates of Insurance. Each Owner, at its expense, forthwith on request by the Other Owner, acting reasonably, will furnish to such Other Owner certificates of insurance and certificates of renewal of insurance and any other documents appropriate to evidence the insurance required by this Agreement, and if such Owner fails to so furnish any such insurance documentation, the Other Owner, after not less than 48 hours' written notice to such Owner, may, but will not be obliged to, procure such insurance in the name, on behalf of and at the expense of such Owner, and such Owner will promptly repay the Other Owner for all costs they may incur in so doing.
- (c) Payment of Deductible. Any self-insured retention, deductibles and exclusions in coverage in the policies required under this Section 7.2 will be assumed by, for the account of and at the sole risk of Owner that obtains and maintains such insurance policy.
- (d) Annual Review. Each Owner, at its expense, will have the insurance it is required hereunder to obtain and keep reviewed by a qualified insurance consultant at least once each calendar year to ensure that the coverage provided thereby is consistent with the actual insurable values of the property insured thereby and that the coverage provided by any liability insurance required to be obtained and maintained pursuant is for an amount consistent with the then prevailing industry standards in the City of Vancouver for liability insurance for similar projects.
- (e) Additional Insurance. Nothing herein will prevent any Owner from obtaining whatever additional insurance coverage such Owner may deem desirable, provided that such will be in addition to and not in substitution for any insurance required to be obtained and maintained by such Owner pursuant to the terms of this Agreement, and provided further, that all such additional insurance will be at the sole cost of the Owner obtaining same.
- (f) Failure to Repair or Rebuild. Should any Owner fail to Repair or rebuild any such Owner's Improvements in the event of any insurable damage thereto or destruction thereof or to do so in a timely manner as required hereunder, then

the Other Owner may effect such Repairs or rebuilding and in those circumstances such Other Owner will be entitled to receive all insurance benefits payable in respect thereof for all expenses it incurs therefor and the Owner failing to carry out the Repairs or rebuilding of its Improvements will do all things necessary to ensure that happens.

- (g) Joint Insurance. Notwithstanding any other provision in this Agreement, the Owners may obtain and maintain joint insurance to cover some or all of the insurance obligations contained in this Agreement, provided that all such insurance obligations hereunder of all the Owners are nonetheless fulfilled.

7.3 Indemnities

Each Owner will at all times and from time to time indemnify and save harmless the Other Owner from and against any and all actions, causes of action, claims, damages, demands, judgments, losses, suits, proceedings, costs and expenses of any kind whatsoever (including legal fees and disbursements on an indemnity basis) at law or in equity, any loss, damage, injury or death to any person or persons or any public or private property arising out of or in any way related to the grant of easements hereunder to such Owner, or those for whom such Owner is in law responsible, or the failure of such Owner to fulfil its obligations under this Agreement, including without limitation, its obligations to Repair and Maintain the Improvements, Life Safety and Fire Protection Systems, Service Connections and Equipment and Support Structures on such Owner's Parcel or any of the equipment, apparatus or works used in the exercise of the easements granted hereunder, save and except to the extent that such loss, damage, injury or death is caused by or contributed to by the negligence or wilful act or omission of the Other Owner hereunder or those for whom such Other Owner is responsible for in law. The indemnities under this Section 7.3 will survive the termination of this Agreement.

7.4 Default

If either Owner (the "Defaulting Party") fails:

- (a) to pay any amount owed to the Other Owner under this Agreement within five days after written notice of such default has been given to the Defaulting Party by the Other Owner; or
- (b) to remedy any default in the performance of any of its obligations or covenants under this Agreement (other than in respect of non-payment) within 10 days after notice of such default has been given to the Defaulting Party by the Other Owner, or, if such default cannot reasonably be remedied within such ten day period, failure of the Defaulting Party to commence reasonable efforts to remedy or remedy the default entirely within a reasonable time,

then the Other Owner may, at its discretion, perform any of the Defaulting Party's obligations or covenants upon subsequent written notice to the Defaulting Party (unless the Defaulting Party has referred the matter to mediation and arbitration pursuant to the terms of this Agreement)

and the Defaulting Party will, on demand, reimburse the Other Owner on a complete indemnity basis for all reasonable costs and expenses of doing so. The provisions contained in this Section 7.4 will apply to any breach or event of default under this Agreement.

8. COST SHARING

8.1 Definitions

The following terms used in this Agreement have the definitions assigned in this Section 8.1 unless otherwise specifically provided or the context so requires:

- (a) **"Annual Estimated Budget of Reimbursable Costs"** has the meaning set out in Section 8.2;
- (b) **"Annual Reimbursable Costs Statement"** has the meaning set out in Section 8.4(b);
- (c) **"Collecting Party"** has the meaning set out in Section 8.4(a);
- (d) **"Fiscal Year Period"** means, on an annual basis, the period between January 1 and December 31 (inclusive), or such other 12-month period agreed upon by the Owners;
- (e) **"Net Reimbursable Costs"** means the Reimbursable Costs less the deductions and non-inclusions as provided in Section 8.5;
- (f) **"Owner's Share"** means, in respect of an Owner, the applicable percentage as set out in Schedule E attached hereto or, if applicable, as determined pursuant to Section 8.3(c);
- (g) **"Reimbursable Costs"** means the costs and expenses to inspect, operate, Construct, Maintain, Repair and insure the Common Areas and Facilities, and **"Reimbursable Cost"** means any of such costs;
- (h) **"Reimbursing Party"** has the meaning set out in Section 8.4(a);
- (i) **"Renovations"** has the meaning set out in Section 8.3(d); and
- (j) **"Taxes"** means any tax levied pursuant to Part IX of the *Excise Tax Act* (Canada), Provincial Sales Tax or any tax levied in replacement thereof, including any goods and services tax or value added tax.

8.2 Annual Estimated Budget of Reimbursable Costs

No later than the date that is 60 days after the end of a Fiscal Year Period, each Owner will prepare a budget setting out its estimate of Reimbursable Costs for the Other Owner (in respect of each Owner, the **"Annual Estimated Budget of Reimbursable Costs"**) for the current Fiscal

Year Period. Each Owner will deliver its Annual Estimated Budget of Reimbursable Costs to the Other Owner and if, within 30 days of such delivery, the Owners cannot agree to the items and estimated amounts set out in all such Annual Estimated Budgets of Reimbursable Costs, then the matter will be settled in the manner set out in Section 10.1.

8.3 Cost Sharing

- (a) Each Owner covenants and agrees to reimburse the Other Owner for such Owner's Share of Net Reimbursable Costs incurred by the Other Owner and each Owner further covenants and agrees with the Other Owner to include such Owner's Share of Reimbursable Costs in any annual budget of any strata corporation created by the subdivision of such Owner's Parcel by the deposit of a strata plan pursuant to the *Strata Property Act*.
- (b) Notwithstanding the location of any utility lines and meters, each Owner will pay for its own utilities which are separately metered, including natural gas, and each Owner will pay for the maintenance and Repair of all the utility meters and related equipment which exclusively service such Owner's Parcel.
- (c) To the extent that there are any Reimbursable Costs which are not set out in Schedule E, the Owners agree that such Reimbursable Costs will be shared between the Owners and will be determined by the Owners, each acting reasonably, in a fair and equitable manner and using reasonable measurable methods of allocation, and to the extent that the Owners are not able to agree on each Owner's Share of such Reimbursable Costs, such dispute will be settled in the manner set out in Section 10.1.
- (d) If an Owner elects to Construct, relocate or otherwise renovate the Improvements located within its Parcel (in this Section, the "**Renovations**") and such Renovations are strictly for the benefit of and are made at the sole discretion of such Owner, the portion of the costs and expenses for such Renovations that relate to Common Areas and Facilities will be excluded from Reimbursable Costs and will be borne solely by the Owner that engaged in such Renovations.

8.4 Payment of Net Reimbursable Costs

The procedure for an Owner to reimburse the Other Owner for such Owner's Share of Net Reimbursable Costs incurred by the Other Owner will be as follows:

- (a) Each Owner will pay to the Other Owner its Owner's Share of Reimbursable Costs based on the Annual Estimated Budget of Reimbursable Costs (as provided by each Owner to the Other Owner) in monthly instalments in advance. If the monthly instalments payable by one Owner (the "**Reimbursing Party**") exceed the monthly instalments payable by the Other Owner (the "**Collecting Party**"), the Reimbursing Party will remit to the Collecting Party on or before the

1st day of each month the amount of the excess. For any monthly instalments that remain unpaid for more than 30 days, interest will be applicable at the Prime Rate plus 2% per annum calculated from the 31st day until paid, compounded annually.

- (b) As soon as reasonably possible after the end of the Fiscal Year Period (and in any event, within 60 days of the Fiscal Year Period ending), each Owner that has incurred Reimbursable Costs under this Agreement will furnish to the Other Owner a statement in writing (the "Annual Reimbursable Costs Statement") certified by an officer of the Owner that incurred the expenses (or the strata corporation created by the stratification of the applicable Parcel), showing the particulars of the actual Net Reimbursable Costs incurred by that Owner for such Fiscal Year Period, in reasonable detail, in order that the Other Owner may determine that the expenditures were reasonable and necessarily incurred. The Annual Reimbursable Costs Statement will also include those amounts already paid by way of monthly instalments by the Other Owner to the Owner that incurred the expenses. All necessary adjustments will be made among the Owners and any money owing by or to an Owner will be paid or credited within 30 days of receiving the Annual Reimbursable Costs Statement. All adjustments will be based on the reconciliation between the monthly instalments already paid and the actual Net Reimbursable Costs incurred. For any adjusted amounts that are owing and remain unpaid for more than 30 days, interest will be applicable at the Prime Rate plus 2% per annum calculated from the 31st day until paid, compounded annually.
- (c) Notwithstanding Sections 8.4(a) and 8.4(b), if any single invoice for Reimbursable Costs exceeds \$10,000.00, the Owner who incurred such Reimbursable Cost will be reimbursed by the Other Owner for its Owner's Share of such Reimbursable Costs within 30 days of receipt by such Other Owner of a written statement certified by an officer of the Owner that incurred the expenses (or the strata corporation created by the stratification of the applicable Parcel) showing the particulars of the Reimbursable Costs incurred by that Owner in reasonable detail and by reference to that Owner's Annual Estimated Budget of Reimbursable Costs, as approved, in order that the Other Owner may determine that the expenditure was reasonable and necessarily incurred, together with interest at the Prime Rate plus 2% per annum from the 31st day following receipt of such written statement in writing until paid, if not paid within 30 days following receipt of such written statement, compounded annually.
- (d) Each Owner agrees that it will keep accurate accounting records of all Reimbursable Costs incurred, which records will be available for inspection or audit following the Fiscal Year Period by the Other Owner upon 30 days' prior written notice at reasonable times and such records will be kept for four years, with the inspection and audit costs to be at the expense of the Owner requesting such inspection or audit.

- (e) If either Owner disputes an Annual Reimbursable Costs Statement or the cost sharing set out therein within 30 days following receipt of the Annual Reimbursable Costs Statement, then the matter will be settled in the manner set out in Section 10.1.
- (f) Prior to incurring an expense which an Owner has not budgeted for in its Annual Estimated Budget of Reimbursable Costs, and if the Owner intends to include such expense in its accounting of Net Reimbursable Costs for the purposes of the Annual Reimbursable Costs Statement, such Owner must obtain the agreement of the Other Owner to the expense in advance of incurring such expense, except in the case of an emergency or perceived emergency expenditure. If there is no agreement then the matter will be settled in the manner set out in Section 10.1

8.5 Deductions from Reimbursable Costs

- (a) The following will be deducted from the calculation of Reimbursable Costs:
 - (i) all recoveries which reduce costs and expenses to operate, Maintain, Repair and insure the Common Areas and Facilities, including the following:
 - (A) recoveries under any warranties;
 - (B) net recoveries from third parties as a result of any act, omission, default or negligence of such third parties; and
 - (C) recoveries under any insurance policies maintained by an Owner.
- (b) The following will not be included in the calculation of Reimbursable Costs:
 - (i) all interest charges on overdue accounts or other financing charges; and
 - (ii) any Taxes with respect to costs incurred if a credit may be claimed from Canada Revenue Agency for such Taxes.

8.6 Status Certificate

Each Owner will, within 15 days after a written request from the Other Owner and upon payment of a reasonable fee by such Other Owner not to exceed \$100.00 (and adjusted each year in accordance with the "all-items Consumer Price Index" for Greater Vancouver published by Statistics Canada or its successor in function, or any similar replacement index using 2015 as the base year), deliver to any actual or prospective mortgagee or prospective purchaser, as specified by such Other Owner, a certificate upon which the recipient will be entitled to rely specifying:

- (a) the amount of money, if any, owing or accruing due to the Owner by the Other Owner pursuant to the terms of this Agreement;
- (b) any work which has been undertaken by the Owner for which it will be seeking total or partial compensation from the Other Owner; and
- (c) the details of any notice given to the Other Owner pursuant hereto of the Owner's intention to do work.

9. SECTION 219 COVENANTS IN FAVOUR OF THE CITY

9.1 Section 219 Covenant

Pursuant to Section 219 of the *Land Title Act*, each of the Air Space Parcel Owner and the Remainder Parcel Owner covenants and agrees with the City, as a covenant charging and running with and binding each of the Air Space Parcel and the Remainder Parcel, respectively, that:

- (a) the Parcels will be used by their respective Owners to provide the easements granted under this Agreement;
- (b) under no circumstances whatsoever will the easements granted under this Agreement be suspended, interrupted or terminated in any manner whatsoever by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of either the Air Space Parcel Owner or the Remainder Parcel Owner or those claiming by, through or under any of them or for any reason whatsoever, and the Air Space Parcel Owner and the Remainder Parcel Owner will each refrain from seeking any judgment, order or declaration to that effect, except with the written consent of the Approving Officer. Nothing contained herein will prevent an Owner (or a strata corporation if such Parcel has been subdivided by a strata plan) from applying to enjoin or restrain any wrongful action or from seeking damages therefor;
- (c) under no circumstances will any of the:
 - (i) easements granted hereunder;
 - (ii) rights to acquire replacement easements;
 - (iii) rights or restrictions in respect of the modification or discharge of any of the easements granted hereunder, whether on subdivision of a Parcel or otherwise; or
 - (iv) covenants and indemnities in favour of the City, or

- (v) other provisions of this Agreement that are identified in the Code Consultant Report as requirements to satisfy the Building Bylaw (the **"Other Code Conditions"**)

granted pursuant to the provisions of this Agreement be replaced, modified, abandoned, surrendered or discharged, as applicable, without the explicit prior written consent of the City and its Approving Officer as herein provided. If the City's consent is required pursuant to the terms of this Agreement to any such replacement, modification abandonment, surrender or discharge, the City covenants and agrees that if such replacement, modification abandonment, surrender or discharge is in respect of an easement required pursuant to the Code Consultant Report or required pursuant to the Other Code Conditions, then the City may arbitrarily withhold its consent, but in any other case the City shall not unreasonably withhold or delay any such consent. The City covenants and agrees that it will at the request of any Owner from time to time promptly execute and deliver forthwith any amendment or modification of this Agreement as have been consented to by the City in accordance with this section;

- (d) notwithstanding anything to the contrary herein contained, the City is a party to this Agreement for the purposes only of receiving any rights granted to it in this Section 9.1 and, without limiting the generality of the foregoing, neither the City nor any of its elected officials, officers, servants, employees or agents, including the Chief Building Official and the Approving Officer (each herein called a **"City Party"**) will be liable for anything done or failed to be done pursuant to or associated with any provision within this Agreement or anything contemplated thereby, whether or not such act or omission was accompanied by negligence on the part of the City or any City Party;
- (e) each Owner acknowledges and agrees that it has requested the Chief Building Official to agree to treat the Air Space Parcel Improvements and the Remainder Parcel Improvements as a single building for the purposes of the Building Bylaw. Each Owners acknowledges and agrees that in considering the compliance of the Air Space Parcel Improvements and Remainder Parcel Improvements with the Building Bylaw following the subdivision creating the Air Space Parcel and the Remainder Parcel, the Chief Building Official, the City and the Approving Officer have wholly relied upon the analysis thereof by the Code Consultant contained in the Code Consultant Report and upon the opinions of the Code Consultant set forth in the Code Consultant Report that if the Alternative Solution Requirements are satisfied and with the rights granted by this Agreement, which the Owners acknowledge and confirm are satisfied pursuant to this Agreement, the Subdivision Plan which creates the Air Space Parcel and the Remainder Parcel will result in the Air Space Parcel Improvements and the Remainder Parcel Improvements being in compliance with the Building Bylaw;

- (f) each Owner covenants and agrees with the City, on a joint and several basis, to release and indemnify and save harmless the City and each City Party, including the Chief Building Official, from all Claims and Expenses arising out of or in any way related to, or that would not or could not be sustained "but for", any of the following:
- (i) this Agreement, including:
 - (A) the easements granted hereunder;
 - (B) the loss or Interference of the easements granted hereunder; and
 - (C) the exercise of the easements granted hereunder;
 - (ii) any release of this Agreement or the loss of any of the rights granted hereunder;
 - (iii) the issuance or withholding or any approval or permit by the City (including approval of the Subdivision Plan creating the Air Space Parcel and the Remainder Parcel), and the requirement to grant reciprocal easements as provided herein;
 - (iv) agreement by the City, including the Chief Building Official and the Approving Officer, at the request of the Owners, to treat the Air Space Parcel Improvements and the Remainder Parcel Improvements as a single building for the purposes of the Building Bylaw, and any failure by the City, as a result, to enforce any City bylaw applicable to the Air Space Parcel Improvements and the Remainder Parcel Improvements or any part thereof to the fullest extent, or at all;
 - (v) acceptance by the City of the Code Consultant Report and/or the failure of the City to enforce compliance with it;
 - (vi) the non-compliance of any Parcel or the Improvements thereon with any City bylaw, notwithstanding this Agreement and the Code Consultant Report;
 - (vii) the City's approval of the Subdivision Plan prior to any components of the Air Space Improvements and the Remainder Parcel Improvements having been completed or otherwise sufficiently Constructed, whether or not such Claims and Expenses resulted from or related in any way to any negligent acts or omissions on the part of the City or any City Party;
 - (viii) a breach by either Owner, or any person for whom such Owner is responsible in law, of such Owner's obligations contained in this Agreement;

- (ix) any personal injury, damage or death occurring in or on the Easement Areas or the respective Parcels related to the subject matter of this Agreement; and
- (x) a claim made against the City or a City Party, notwithstanding Section 9.1(d) above,

each such release and indemnity to survive the termination of this Agreement;

- (g) each Owner will Maintain, Repair and keep in good working order the Improvements and all Common Areas and Facilities in their respective Parcels in compliance with the terms and conditions of this Agreement and the Code Consultant Report;
- (h) each Owner will operate and Maintain the Life Safety and Fire Protection Systems situate within their respective Parcels in good working order and Repair and will do so in accordance with the Alternative Solution Requirements contained in the Code Consultant Report regarding same;
- (i) each Owner will Inspect and keep in good working order and Repair the Common Areas and Facilities within its Parcel;
- (j) except as specifically set forth herein, each Owner will Inspect, operate, Construct, Maintain and Repair, as and when required, the Easement Areas, the Life Safety and Fire Protection Systems, the Service Connections and Equipment and the Support Structures in its respective Parcel, as would a prudent owner and in accordance with the terms and conditions of this Agreement and the Alternative Solution Requirements, and to the extent necessary it will use these easements for those purposes;
- (k) the Owners agree that damages will not be an adequate remedy for the City for any breach by the Owners of their respective obligations under this Agreement, and that the City is entitled to seek an order for specific performance or a prohibitory or mandatory injunction as a remedy for any such breach;
- (l) the Owners each agree that in any proceeding relating to this Agreement, the City is entitled to its costs on a solicitor and own client basis; and
- (m) each Owner acknowledges and agrees that:
 - (i) the Air Space Parcel Improvements and the Remainder Parcel Improvements are considered a single building for the purposes of the Building Bylaw application purposes; and
 - (ii) it is fully aware of the presence of unprotected openings at air space parcel property lines at the locations set forth in the Code Consultant

Report and, accordingly, each Owner acknowledges and agrees that it is fully aware that smoke and fire may readily move between the Parcels and the Improvements as a result of such openings and that Section 9.1(f) is fully applicable to any Claims and Expenses in relation thereto.

10. RESOLUTION OF DISPUTES AND DAMAGES LIMITATION

10.1 Settlement of Disputes

All decisions, determinations and allocations to be made pursuant to this Agreement which are not made or resolved to the satisfaction of the Owners (the "Disputes", and each a "Dispute") will be settled in accordance with the requirements of this Section 10.1, as follows:

- (a) immediately after a Dispute arises between the Owners as to their respective rights and obligations under this Agreement, the disputing Owner will, as soon as practicable, give written notice of such Dispute to the Other Owner setting forth particulars of the Dispute and, if applicable, the value of the amount claimed. The Other Owner will reply to such notice no later than 14 days after it is received or is considered to have been received, setting out in such reply its answer;
- (b) the Owners will then refer such Dispute to non-binding mediation before a single mediator to be chosen jointly by them, each acting reasonably. Failing agreement as to such mediator, then a single mediator will be chosen by reference to a judge of the Supreme Court of British Columbia;
- (c) the Dispute as defined in the notice and reply, if any, will be referred to the mediator no later than 15 days after the disputing Owner receives the reply or is considered to have received it or the time for giving such reply expires. These time limits will be strictly observed and such time limits may be abridged or extended at any time by agreement of the Owners;
- (d) the Owners agree to submit any outstanding Disputes which have not been resolved by mediation pursuant to this Section 10.1 to final and binding arbitration before a single arbitrator chosen pursuant to Section 10.1(b), *mutatis mutandis*; and
- (e) each of the Owners shall bear their own costs, expenses and legal fees incurred in connection with any Dispute resolution conducted in accordance with this Section 10.1. The Owners agree to share equally in the costs of any mediator appointed pursuant to Section 10.1(b) or any arbitrator appointed pursuant to Section 10.1(d), unless any such mediator or arbitrator includes an alternative allocation of its costs as part of its final resolution of any Dispute.

10.2 No Liability for Consequential Damages

Under no circumstances will an Owner be liable to the Other Owner or a third party for indirect or consequential damages by reason of a breach of any covenant herein contained.

11. DAMAGE OR DESTRUCTION

11.1 Owner's Obligations to Rebuild and Repair if not Major Damage

If, at any time, the Improvements, or any part thereof, within an Owner's Parcel become defective or are damaged or destroyed (the "**Damaged Improvements**") such that any of the Other Owner's easements granted under this Agreement are diminished in a material way or are likely to be diminished in a material way, but the Parcel in which such Damaged Improvements are located has not suffered Major Damage, then after receipt from the Other Owner of a written notice to rebuild and Repair pursuant to this Section 11.1, the Owner of the Damaged Improvements will, at its sole expense and within a reasonable period of time following notice thereof from the Other Owner, rebuild, Repair and make the Damaged Improvements fit for the purpose of such easements, provided that such Owner will not be required to rebuild or Repair the Damaged Improvements to the exact specifications and configuration of the Damaged Improvements that existed prior to the date of damage or destruction thereof, so long as all materials, equipment and workmanship used or employed in connection with such rebuilding and Repair are of similar or better quality, construction and functionality as existed prior to the date of damage or destruction. Notwithstanding the foregoing, the Remainder Parcel Owner will not be required to rebuild and Repair the Damaged Improvements in the Remainder Parcel under this Section 11.1 if Major Damage has occurred to the Air Space Parcel as contemplated in Section 11.2(b).

11.2 Owner's Obligations to Rebuild and Repair if Major Damage

- (a) If, at any time, the Damaged Improvements within the Remainder Parcel are damaged or destroyed to such extent that Major Damage has occurred to the Remainder Parcel, then, provided that the Air Space Parcel Improvements are not damaged or destroyed to such extent that Major Damage has occurred to the Air Space Parcel, the Remainder Parcel Owner will rebuild or Repair the Damaged Improvements located within the Remainder Parcel such that the Damaged Improvements will be made fit for the purposes of the easements granted under this Agreement, at its sole expense and within a reasonable period of time following the date of damage or destruction thereof, provided that the Remainder Parcel Owner will not be required to rebuild or Repair the Damaged Improvements to the exact specifications and configuration of the Damaged Improvements that existed prior to the date of damage or destruction, so long as all materials, equipment and workmanship used or employed in connection with such rebuilding and Repair are of similar or better quality, construction and functionality as existed prior to the date of damage or destruction, and further provided that the Remainder Parcel Owner will not have any obligation to rebuild or Repair any portion of the Remainder Parcel Improvements that is not required

by the Air Space Parcel Owner for the purposes of exercising its rights under this Agreement.

- (b) If, at any time, the Damaged Improvements within the Air Space Parcel are damaged or destroyed to such extent that Major Damage has occurred to the Air Space Parcel, then, whether or not the Remainder Parcel Improvements are damaged or destroyed to such extent that Major Damage has occurred to the Remainder Parcel, the Air Space Parcel Owner will not be required to rebuild or Repair the Damaged Improvements located within the Air Space Parcel. If the Air Space Parcel Owner elects not to Repair or rebuild the Damaged Improvements, then, subject to obtaining the written approval of the City and the Approving Officer under Section 9.1(c), this Agreement will terminate and the easements, covenants and rights hereunder will cease as of the date of damage or destruction, except for either Owner's obligation to pay money to the Other Owner arising prior to such date of damage or destruction and any obligations expressly stated to survive the termination of this Agreement, and each Owner will do and cause to be done all things and execute and cause to be executed all documents that may be necessary to terminate this Agreement and discharge the easements granted hereunder. For clarity, if the Air Space Parcel Owner elects to rebuild or Repair the Damaged Improvements or to otherwise redevelop the Air Space Parcel after Major Damage has occurred to the Air Space Parcel as contemplated in this Section 11.2(b), then it will do so wholly within the boundaries of the Air Space Parcel, such that: (i) the rebuilt, Repaired or redeveloped Air Space Parcel Improvements will function and exist independently of the Remainder Parcel Improvements; (ii) the Air Space Parcel Improvements and the Remainder Parcel Improvements will not need to be treated as a single building under the Building Bylaw; and (iii) neither party will require the easements and other rights granted to it in this Agreement in order for the Improvements on its Parcel to fully comply with the requirements of the Building Bylaw. Notwithstanding the foregoing, each Owner will grant such further easements and rights over its Parcel as the Other Owner may reasonably require for the purposes of facilitating the proper operation of the Improvements on its Parcel, on such terms and conditions as are agreed upon by the Owners, each acting reasonably, and which do not materially interfere with the reasonable commercial needs and requirements of the Owner granting such easements.

12. GENERAL

12.1 Enurement

This Agreement will enure to the benefit of and be binding upon the Owners and their respective successors and assigns and all of the covenants herein are made by each Owner for itself and its successors and assigns and the owner or owners from time to time of an interest in all or any portion of the Owner's Parcel, except as otherwise set out herein.

12.2 Personal Liability

Subject to Section 12.3, neither Owner will be liable or have any obligations under any of its respective covenants and agreements contained herein where any such liability or obligation arises after such Owner ceases to have any further interest in its respective Parcel.

12.3 Transferees to Assume Obligations

- (a) The Air Space Parcel Owner from time to time will cause any transferee of its fee simple interest in the Air Space Parcel or any part thereof to enter into an agreement with the Remainder Parcel Owner whereby any such transferee will expressly acknowledge and assume the obligations of the Air Space Parcel Owner under this Agreement, provided always that:
 - (i) until and unless such agreement is executed and delivered by any such transferee, the Air Space Parcel Owner will indemnify and hold harmless the Remainder Parcel Owner in respect of any damage suffered or costs or liabilities incurred by reason of the failure of any such transferee to perform any obligation of the Air Space Parcel Owner under this Agreement; and
 - (ii) nothing herein shall operate so as to release the Air Space Parcel Owner from observing and performing any term, obligation or covenant which may arise or accrue, or which is required to be observed or performed, prior to the effective date of the transfer.
- (b) The Remainder Parcel Owner from time to time will cause any transferee of its fee simple interest in the Remainder Parcel or any part thereof to enter into an agreement with the Air Space Parcel Owner whereby any such transferee will expressly acknowledge and assume the obligations of the Remainder Parcel Owner under this Agreement, provided always that:
 - (i) until and unless such agreement is executed and delivered by any such transferee, the Remainder Parcel Owner will indemnify and hold harmless the Air Space Parcel Owner in respect of any damage suffered or costs or liabilities incurred by reason of the failure of any such transferee to perform any obligation of the Remainder Parcel Owner under this Agreement; and
 - (ii) nothing herein shall operate so as to release the Remainder Parcel Owner from observing and performing any term, obligation or covenant which may arise or accrue, or which is required to be observed or performed, prior to the effective date of the transfer.

12.4 Notices

- (a) Any demand, notice or delivery required or permitted under this Agreement will be in writing and will be sent by postage prepaid mail or delivered to, for any Owner, its address as shown on the records of the LTO or to such other address as such Owner may designate in writing to the other parties from time to time, and, for the City, to:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: City Clerk
Facsimile: 604-873-7419

- (b) Any demand or notice made or given hereunder will be deemed to have been received on the day of delivery, if delivered on a business day (excluding Saturdays, Sundays and statutory holidays) or, if otherwise delivered, on the next business day (excluding Saturdays, Sundays and statutory holidays) following the date of such delivery, or on the fifth business day (excluding Saturdays, Sundays and statutory holidays) after the date of mailing thereof if sent by postage prepaid mail. During any interruption of mail service in or between the place of intended mailing and the location of the intended recipient of a demand or notice, a demand or notice will not be effective unless delivered.

12.5 No Deemed Waiver

The failure to insist upon performance of any covenant or condition contained in this Agreement or to exercise any right or option hereunder will not be construed or operate as a waiver or relinquishment for the future of any such covenant, condition, right or option and no waiver will be inferred from or implied by anything done or omitted save only an express waiver in writing.

12.6 Governing Law

This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.

12.7 Severability

Should any portion of this Agreement be declared invalid and unenforceable then such portion will be deemed to be severable from this Agreement and the invalidity or unenforceability thereof will not affect or render unenforceable or invalid any other provisions of this Agreement.

12.8 Easements Run with the Land

The easements granted herein will be easements the burden of which will run with and bind the Parcel and will attach thereto and run with each and every part into which the same may in any

way be subdivided or consolidated, but no part of the fee or soil of the Parcel will pass to or be vested in the respective Dominant Owner.

12.9 Priority

Each Owner will, after execution hereof by all parties, do or cause to be done, at its own cost and expense, all things and acts necessary to ensure that immediately on registration of the Subdivision Plan, the easements granted and the Section 219 covenant given herein are registered against title to such Owner's Parcel with priority over all other charges or encumbrances registered thereon that could or that permit the exercise of any rights or remedies that could in any way prejudice, restrict or effectively terminate the rights granted to the Other Owner or the City hereunder, except charges and encumbrances in favour of the City and any charges and encumbrances over which the City has advised such Owner that the City does not require priority.

12.10 Rights of Owner Preserved

Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent any Owner from using its Parcel including the Easement Areas of the Parcel owned by it, which is the subject of an easement granted hereunder, in any manner which does not interfere with the exercise by the Other Owner of its rights hereunder.

12.11 No Prejudice

Nothing contained or implied herein will prejudice or affect the City's rights, powers, duties and obligations in the exercise of its function pursuant to the Charter and the rights, powers, duties and obligations of the City under all of its public and private statutes, bylaws and regulations, all of which may be as fully and effectively exercised in relation to a Parcel as if this Agreement had not been executed and delivered by the Owners and the City.

12.12 Further Assurances

The parties hereto will do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.

12.13 No Prejudice

Nothing contained or implied herein will prejudice or affect the City's rights, powers, duties and obligations in the exercise of its function pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all of its public and private statutes, by laws and regulations, all of which may be as fully and effectively exercised in relation to the Parcel as if this Agreement had not been executed and delivered by the Owner and the City.

12.14 Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written on Form C to which this Agreement is attached and which are a part hereof.

SCHEDULE A
CODE CONSULTANT REPORT



PIONEER ENGINEERING CONSULTANTS LTD.

1933 West Broadway, Vancouver, B.C. V6J 1Z3 Canada (TEL: 604-737-8833 / FAX: 604-737-8888)

Email: info@pioneerconsultants.com

Revised : October 7, 2015
Z131020

TELUS Communications Inc.
C/O
CBRE Limited
Suite 1200, 768 Seymour Street
Vancouver, BC V6B 3K9

Attention: Ian MacDonald, Senior Project Manager

Reference: AIR SPACE PARCEL SUBDIVISION
SCHEDULE OF BUILDING BY-LAW DEVIATIONS
768 Seymour Street/555 Robson, Vancouver

Legal Description:	Lot B, Bk 54, DL 541, G 1, NWD, PLAN BCP 50274
Building Permit Number:	BU460279
Building Code Engineer:	Mr. Mark Roozbahani, P.Eng.
Building Official:	Mr. Pat Ryan
District Building Inspector:	Mr. Mike McDiarmid
Building Code Reference:	Division A—Part 1, Article 1.3.3.5, VBBL # 9419

Dear Sir:

This document is a summary schedule of all deviations from the prescriptive requirements of the Vancouver Building By-Law (VBBL) #9419 due to the proposed Air Space Parcel (ASP) configuration. The purpose is to demonstrate how the air space parcel will comply with or satisfy an alternative solution with Section 1.3.3.5 of the VBBL at each air space boundary.

This project consists of commercial (Groups D and E occupancies) and telephone company entities designed to function as a single building, but having different operational characteristics and interests for each of the owner's entities. An ASP subdivision is considered to recognize the operational characteristics and interests of the owner's entities within the project. The ASP subdivision will create geometrical complexities and items at variance with the prescriptive requirements of the VBBL # 9419. These deviations will be dealt with through legal agreements and alternative solutions. All code references in the document will be based on the VBBL #9419.

The air space parcel subdivision will result in one air space separate parcel and one remainder.

- ASP 1, Commercial
- Rem B, Telephone Company

Hereafter, the remainder parcel, Rem B will be referred to as Remainder.

The following Table 1 lists the air space parcel proposed for the relevant levels:

Table 1: List of Air Space Parcel and Remainder on Each Level of the Project

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Basement	Remainder	<u>Section E</u> Mechanical Rooms/room Exit Stair Power Maintenance Shop Storage Rooms Washrooms <u>Section D</u> Water Storage Tank Under Slab Building Services Fan Room Cable Shaft Washrooms Mechanical/Equipment Room Storage Room Elevators and Freight Elevator Elevator Lobby Cable Shaft Exit Stairs Electrical Room <u>Part of Section C</u> Cable Vaults Underground access to Cable Shaft Storage Room
Basement	ASP 1	<u>Part of Section C</u> Washroom/Shower Room Storage Room Electrical Room

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Basement	ASP 1	<u>Section B</u> Exit Stair Fire Water Reservoir Fire Pump Room Fire Alarm Room Data Room Mechanical Room Fitness Room Electrical Room (New exits to be through Stair 5 and cross over to Section D through fire shutter door, otherwise re-activate Stair at Grid G.) <u>Section A</u> Service Space (low headroom under retail facing Robson Street) Exit Stair Elevators Telus Service Space Washrooms/Shower Room Storage Room Mechanical Room
Level 1	Remainder	<u>Section E</u> Mail Room Fibre Equipment/Cable Room Office Space Service Room Exit Stair Mechanical Room Washroom <u>Section D</u> Loading Bay Fan Room Exit Stairs Elevators and Freight Elevator Office Space Unfinished Open Space Cable Shaft Exit Lobby Storage Rooms Electrical Closet Washrooms Janitor Room <u>Part of Section C</u> Frame Room

CBRE Limited, Attention: Mr. Ian McDonald
 Re: Air Space Parcel Subdivision
 Site Address: 768 Seymour Street/555 Robson, Vancouver

Rev. October 7, 2015
 Z131020
 Page 4 of 19

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Level 1	ASP 1	<p><u>Part of Section C</u> Office Space Storage Room Elevator and Elevator Lobby</p> <p><u>Section B</u> Exit Stair Office Space Lobby Washrooms Janitor Room Lounge</p> <p><u>Section A</u> Exit Stair Lobby/Main Foyer Retail Units (on Robson Street Level) Elevators Cable Shaft</p>
Level 2	Remainder	<p><u>Section E</u> Equipment/Power Room Service Room Exit Stair Loading Area Mechanical Room Storage Rooms Washroom</p> <p><u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Office Space Fan Room Machine Room Washrooms Storage Room Janitor Room Electrical Closet</p>

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Level 2	ASP 1	<u>Section C</u> Office Space Elevators and Elevator Lobby Freight Elevator Lobby Mechanical Room Storage Room <u>Section B</u> Office Space Fan Room Washroom Exit Stair <u>Section A</u> Office Space Washroom Elevators and Elevator Lobby Exit Stair
Level 3	Remainder	<u>Section E</u> Fan Room Service Shaft Exit Stair Loading Area Network Services Room Mechanical Room Washroom <u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Washrooms Service Room Network Space/Communication Room Office Space Fan Room Janitor Room Electrical Closet
Level 3	ASP 1	<u>Section C</u> Atrium Elevator (From Seymour Street) Handicap Lift Lobby Electrical Room Patios Washroom

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Level 3	ASP 1	<u>Section B</u> Office Space Storage Room Electrical Room Washrooms Exit Stair <u>Section A</u> Offices Washrooms Elevators Storage Rooms Cable Shaft Exit Stair Janitor Room
Level 4	Remainder	<u>Section E</u> Equipment Area Fan Room Power Room Service Shaft Exit Stair Loading Area Mechanical Room Washroom <u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Equipment /DC Power Rooms Storage Rooms Fan Room Washrooms Office Space Janitor Room Electrical Closet
Level 4	ASP 1	<u>Section C</u> Exit Stair [Upper Volume of Atrium on Level 3] Access Stair leading to level 6 bridge will be blocked from the floor area of level 4 at the Section B end except for service personnel.

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Level 4	ASP 1	<u>Section B</u> Office Space Washroom Exit Stair <u>Section A</u> Office Space Washrooms Exit Stair Elevators Cable Shaft Janitor Room
Level 5	Remainder	<u>Section E</u> Equipment/Frame Rooms Service Shaft Exit Stair Office Space Washrooms Mechanical Room Crane Loading Room <u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Fan Room Network Services Area Washrooms Janitor Room Electrical Closet
Level 5	ASP 1	<u>Section C</u> Exit Stair [Upper Volume of Atrium on level 3 Access Stair from level 5 up to level 6 will be blocked from the floor area at the Section B end, except for service personnel.] <u>Section B</u> Office Space Exit Stair Electrical Room Washroom <u>Section A</u> Office Space Washrooms Elevators Exit Stair Cable Shaft

CBRE Limited, Attention: Mr. Ian McDonald
 Re: Air Space Parcel Subdivision
 Site Address: 768 Seymour Street/555 Robson, Vancouver

Rev. October 7, 2015
 Z131020
 Page 8 of 19

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Level 6	Remainder	<p><u>Section E</u> Equipment Room Fan Room Service Shaft Exit Stair Network Services Area Mechanical Room Washroom</p> <p><u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Fan Room Office Space Equipment/Power Rooms Washrooms Electrical Closet Janitor Closet</p>
Level 6	ASP 1	<p><u>Section C</u> Stair #6 Upper Volume of Atrium on level 3 Bridge between Section B and D to be closed and treated as access platform for maintenance only. Add 45-minute fire-rated door at the South side of bridge at Section B. On the north side at Section D, close the opening with 2-hr rated block wall.</p> <p><u>Section B</u> Office Space Exit Stair Washroom Storage Room Electrical Room</p> <p><u>Section A</u> Office Space Washroom Exit Space Elevators Janitor Room</p>

CBRE Limited, Attention: Mr. Ian McDonald
 Re: Air Space Parcel Subdivision
 Site Address: 768 Seymour Street/555 Robson, Vancouver

Rev. October 7, 2015
 Z131020
 Page 9 of 19

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Level 7	Remainder	<u>Section E</u> Loading Area Network Services Area Equipment Room Mechanical Room Office Space Service Shaft Exit Stair Washrooms <u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Fan Room Office Space Equipment/Equipment Storage Rooms Network Services Room Power Room Storage Rooms Janitor Closet Washrooms Electrical Closet
Level 7	ASP 1	<u>Section C</u> Upper Volume of Atrium on Level 3 <u>Section B</u> Office Space Electrical Room Washroom Exit Stair <u>Section A</u> Offices Elevators Exit Stair Washroom Cable Shaft

CBRE Limited, Attention: Mr. Ian McDonald
 Re: Air Space Parcel Subdivision
 Site Address: 768 Seymour Street/555 Robson, Vancouver

Rev. October 7, 2015
 Z131020
 Page 10 of 19

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Level 8	Remainder	<p><u>Section E</u> Loading Area Office Space Fan Room Service Room Exit Stair Communication/Electrical Room Mechanical Room Service Rooms Lab Kitchen</p> <p><u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Fan Room Offices Meeting Rooms Coffee Area Washrooms Electrical Closet</p>
Level 8	ASP 1	<p><u>Section C</u> Upper Volume of Atrium on level 3 Bridge between Section B and D to be closed and treated as access platform for maintenance only. Add 45-minute fire-rated door at the South side of bridge at Section B. On the north side at Section D, close the opening with 2-hr rated block wall.</p> <p><u>Section B</u> Office Space Concourse/Dining Room/Servery Washrooms Electrical Room Exit Stair Storage Room</p> <p><u>Section A</u> Office Space Storage Rooms Exit Stair Washrooms Elevators Cable Shaft</p>

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Level 9	Remainder	<u>Section E (Roof Top)</u> Mechanical Room Roof Top Generators Cooling Towers Exit Stair <u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Washrooms Communication Room Office Space Electrical Closet
Level 9	ASP 1	<u>Section C</u> Atrium Roof Equipment <u>Section B (Roof Top)</u> Exit Stair Office Space Washrooms <u>Section A (Roof Top)</u> Mechanical Room Elevator Machine Room Switch Room Exit Stair Air rights above the roof of Section A, B and Part of Section C
Level 10	Remainder	<u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Communication Room Office Space Electrical Closet Washrooms
Level 11	Remainder	<u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Communication Room Office Space Electrical Closet Washrooms

Level	Parcel as Identified on ASP Survey Drawings	Use and Occupancy
Level 12	Remainder	<u>Section D</u> Exit Stairs Elevators and Freight Elevator Cable Shaft Communication Room Office Space Washrooms
Level 13	Remainder	<u>Section D</u> Exit Stair Overrun for Elevators and Freight Elevator Cable Shaft Mechanical Room/Cooling Towers Fan Rooms Generators
Level 14	Remainder	<u>Section D</u> Exit Stair Elevator Machine Room Fan Room Mechanical Room
Penthouse Roof Top	Remainder	<u>Section D</u> Roof Top Mechanical HVAC

This document must be read in conjunction with the following attachments:

- Architectural plans for all references to gridlines.
- Legal plans prepared by the Surveyor showing the proposed Air Space subdivision. The plan titled Sketch Plan of Proposed Air Space Parcel, Lot B, Block 54, District Lot 541, Group 1, New Westminster District, Plan BCP 50274. It shows the relevant legal air-space boundaries in heavy lines, all pertinent architectural features, and most of the cross-references to items in this report. This two-dimensional, level-by-level approach aids comprehension of the complex three-dimensional Air Space Plan. Note that sheet numbers not relevant to this report have not been included.
- Reciprocal Easement and Section 219 Covenant to be prepared and registered against title to the Parcels in connection with the air space subdivision by Bull, Housser & Tupper LLP.
- Code references are from the Vancouver Building Bylaw #9419, unless otherwise stated.

The following subheadings (A) through (G) show building by-law deviations to be addressed by legal agreement in accordance with Article 1.3.3.5., Buildings Divided by Property Lines:

- 1) *Where a subdivision of land creates a parcel boundary in or through a building which otherwise complies with this Bylaw, or new construction is proposed to cross an existing parcel boundary, such building or a portion of the building may at the discretion of the Chief Building Official be considered as a single building not requiring internal firewalls or party walls along lot lines provided that legal agreements are registered against title to all parcels whereby*
 - a) *all relevant owners grant easements necessary to ensure common access to the fire and life safety systems and exits required for the building to function as a single building and to allow the owners to operate and maintain the building and its common systems, and*
 - b) *all owners grant a covenant to the city on terms acceptable to its Director of Legal Services and the Chief Building Official whereby the owners*
 - i. *acknowledge and agree that they have requested the Chief Building Official to treat the building as a single building,*
 - ii. *release and indemnify the city and the Chief Building Official for, without limitation, all liability arising from the Chief Building Official agreeing to treat the building or a portion of the building as a single building for the purposes of this By-law, and*
 - iii. *agree to inspect, test and keep in good repair and good working order all common fire and life safety systems, common utilities and shared exits located on their parcel and, to the extent necessary, use the easements referred to in Clause (a) for that purpose.*

The major effects of this policy are as follows:

- The requirement for adjacent parcels to be separated by a firewall or adequate spatial separation is not enforced across the air space boundaries.
- The requirements for suite separations and fire compartmentalization are enforced for two parcels being part of one building.
- The requirement that exit routes lead directly to the outside from each parcel is enforced for two parcels being part of one building, in that they may lead across an air space boundary and then to the outside.
- The requirement that life safety systems and building services be self-contained is not enforced across parcel boundaries.

A satisfactory legal agreement is required between the owners of ASP1 and the Remainder in order to cover access, egress, operation and maintenance of the building services and

structure. This agreement is usually done as a global easement and covenant to cover, but may not be limited to the following items:

- Mutual pedestrian access and egress.
- Mutual access and maintenance of access to exits and exits.
- Mutual access and maintenance of all Measure N vestibules including emergency lighting systems, fire alarm system and devices, and smoke control and pressurization system.
- Mutual access and maintenance of all building systems and components whose function and location are not limited to a single air space parcel. These include architectural and structural systems, fire and life safety systems and environmental separations which cross or serve building areas across air space parcel boundaries. These systems include but are not limited to the following:
 - Fire separations required to prevent the passage of fire or smoke across the air space parcel boundaries.
 - Measure N vestibules at any opening at the air space parcel boundaries.
 - Freight elevator.
 - Building structural systems which provide support across the air space parcel boundaries.
 - Storm drainage
- The above-mentioned are to be addressed in the Reciprocal Easement and 219 Covenant and modified by specific agreements pertaining to, but not limited to:
 - Separate Fire alarm, communication and control facilities. (Work has been completed under previously approved equivalency)
 - Separate Sprinkler and standpipe systems. (Already done)
 - Separate Emergency power generation and distribution systems except for Measure N vestibules
 - Separate Emergency lighting systems except for Measure N vestibules
 - Separate Electrical supply and distribution systems Separate Plumbing and water supply services
 - Separate Elevators and firefighter elevators except for freight elevator
 - Separate Smoke control and pressurization systems except for Measure N vestibules
 - Separate Heating Ventilation and air conditioning systems.
 - Separate Building control
 - Separate Building environmental separations required to prevent the passage of air and moisture across the air space parcel boundaries.

(A) Fire Walls

Code References: Sentence 1.3.3.5.(1) on Buildings Divided by Property Lines

Where a subdivision of land creates a parcel boundary in or through a building which otherwise complies with this By-law, or new construction is proposed to cross an existing parcel boundary, such building or a portion of the building may at the discretion of the Chief Building Official be considered as a single building not requiring internal firewalls or party walls along lot lines provided that legal agreements are registered against title to all parcels whereby

- a) *all relevant owners grant easements necessary to ensure common access to the fire and life safety systems and exits required for the building to function as a single building and to allow the owners to operate and maintain the building and its common systems, and*
- b) *all owners grant a covenant to the city on terms acceptable to its Director of Legal Services and the Chief Building Official whereby the owners*
 - i) *acknowledge and agree that they have requested the Chief Building Official to treat the building as a single building,*
 - ii) *release and indemnify the city and the Chief Building Official for, without limitation, all liability arising from the Chief Building Official agreeing to treat the building or a portion of the building as a single building for the purposes of this By-law, and*
 - iii) *agree to inspect, test and keep in good repair and good working order all common fire and life safety systems, common utilities and shared exits located on their parcel and, to the extent necessary, use the easements referred to in Clause (a) for that purpose.*

The ASP 1 and Remainder will be considered as a single building. There will be easement and access agreements between both parties to ensure there will be sufficient means of egress serving both ASP 1 and the Remainder. Thus, per Sentence 1.3.3.5.(1), internal firewalls and party walls along the lots lines will not be required.

(B) Spatial Separations and Exposure Protection

Code Reference: Subsection 3.2.3

The proposed ASP configuration will create variances from the requirement for spatial separation and exposure protection as summarized in the following Table 3:

Table 3: Deviations from Spatial Separation and Exposure Protection Requirements

Currently, there are none due to sprinklers and there are no unprotected openings with an angle greater than 135 degrees. If there are any modification to the exposing building facade of ASP 1 Section C in the future, ASP 1 is to notify the Remainder. Adding the ASP boundary creates nonconformity, hence a covenant 219 is required.

No.	Location	Item Description	Code Reference / Requirements
81	Levels 10, 11, and 12	Unprotected opening ¹	3.2.3.

The Section 219 covenant will include an acknowledgment from the owners that they are aware of the presence of unprotected openings at the property line and that they are aware that smoke and fire could cross between the parcels as a result of such openings.

(C) Egress Routes and Exits

Code Reference: Sentence 3.4.2.1.(1)

Generally, the ASP subdivision and compartmentalization for the project will be such that all parcels will be provided with separate egress routes and exits. Nevertheless, there are some areas where a reciprocal easement agreement will be required to ensure that unobstructed egress/exit will be maintained. Table 4 summarizes these areas:

Table 4: Easement for Egress / Exit Requirements

No.	Level	Gridline / Compartment	Compartment Served
4.1	Basement	Exit through Remainder to exit stair 2 near grids M and 2.	Basement of ASP 1
4.2	Ground Level 1	Exit easement through Remainder to exit out from ASP 1 near Grid J and 6. Also from Loading Dock to Stair 3.	ASP 1 Ground
4.3	Ground Level 1	Exit through Stair 2 to interior corridor near M and 2.5 from Freight Elevator. Alternate egress through Telus Entry Lobby leading to Seymour Street. Access door to Seymour not to be locked but can be alarmed.	ASP 1 Office
4.4	Level 2	Exit path through Telus (Remainder) to access the exit through Stair 2 at Grid M from Level 2 office of ASP 1.	ASP 1 Office
4.5	Level 3	Exit path through Remainder at grid K and grid 2 to reach Exit Stair 2. Occupants to have unrestricted egress back into ASP 1. Freight	ASP 1 Office

¹ Unprotected opening is referring to the windows along the north facade of Section D on Levels 10, 11 and 12

No.	Level	Gridline / Compartment	Compartment Served
		Elevator Doors opening to ASP 1 and Remainder to remain open upon alternate recall.	

The above reciprocal (exit) easements shall be provided between ASP 1 and the Remainder to ensure access to and from all shared egress and exit routes, including exit stairwells and corridors, and shall include access to shared mechanical shafts located within each parcel and be intended for the benefit of all occupants / invitees of the development.

(D) Fire Alarm

There is a modified single-stage fire alarm system equivalency under EQ 400560(4), August 5, 1999 and "Changing the Coverage of the Existing Separate Fire Alarm System" under EQ 401278(3), June 23, 2003. It is proposed these two fire alarm systems be separated at the ASP boundaries, and measure N Vestibules be installed where there are connections between the ASP and Remainder. The boundary between the two fire alarm systems will be shifted to match the Air Space Parcel boundary.

(E) Building Services and Common Access

Building codes generally require that City building services essential for the safety and health of occupants be addressed. Legal agreements and covenants will be developed to address the following:

- Prime responsibility for operation and maintenance of the Measure N Vestibules.
- Access agreements and covenants including use of the freight elevator.

The following Table 5 summarizes building services to be addressed through legal agreements:

Table 5: Building Services Shared By and/or Servicing ASP 1 and Remainder

No.	Building Service Description	Code Reference / Comments
5.1	Rainwater drainage system and piping	Sentence 7.1.2.2.(1)
5.2	Electrical systems and distribution including emergency power related systems and distribution on the Measure N Vestibules only	Sentence 3.6.1.2.(1), City of Vancouver Electrical By-law
5.3	Fire alarm systems and wiring on the Measure N Vestibules only	Sentence 3.6.1.2.(1), City of Vancouver Electrical Bylaw, Article 3.2.4.2.

To be addressed in the Reciprocal Easement and 219 Covenant. This project also has areas where easements for access purposes are required, as summarized in Table 6.

Table 6: Easements for Access by Pedestrians

No.	Level	Location	Description	Comments
6.1	1	Access and Egress easement through remainder to exit out from ASP 1 near Grid J and G.	ASP 1 level 1 through Remainder.	For elevator access to the ASP 1 from and to Levels 1, 2 and 3 of Section C.
6.2	1	Access through Stair 2 to interior corridor near M and between grid 1 and 2 to Freight Elevator from loading bays.	Freight Elevator to Levels 1 to 2 of ASP 1	ASP 1 Access from the loading bay to the freight elevator which is located in Remainder but opens onto ASP 1 at Levels 1 and 2.
6.3	2	Access to freight elevator located in remainder. To be addressed in the Reciprocal Easement and 219 Covenant.	Freight Elevator in Remainder to program doors facing ASP 1 and remainder to remain open upon alternate recall.	For Elevator Access from ASP 1 to freight elevator in remainder.
6.4	3	Access to the freight elevator located in remainder. To be addressed in the Reciprocal Easement and 219 Covenant.	Freight Elevator in Remainder	For Elevator Access from ASP 1 to freight elevator in remainder on levels 2 and 3.

In principle, all spaces subject to exclusive use by each parcel fall within the respective parcel. An access easement will be provided by covenant where it is necessary to cross another parcel to access any such exclusive-use area.

Refer to the table of ASPs to gain and grant access in the appendix for further details.

(F) Building Structure

Code Reference: Part 4

This project was designed structurally as a single building, so there is a common structural system. Because of the ASP subdivision, the subdivided building sections will provide structural support across, under, and over parcel boundaries. Legal agreements are proposed to protect the various owners of the separate parcels against subsequent deterioration, modification, or removal of structural elements required to provide structural support to adjacent building segments. These legal agreements will recognize that in a damage-causing event, each building segment is highly dependent on the structural integrity of the adjacent building segments.

The ASP 1 and Remainder support each other. The maintenance of these structures will be addressed by legal agreement/easement. This is to be addressed in the Reciprocal Easement and 219 Covenant.

(G) Building Envelope

Code Reference: Part 5

A legal agreement addressing access rights for inspection, maintenance, and repair of common building envelope waterproofing systems will be provided (atrium level deck roof slab).

Summary and Conclusions

The method of ASP subdivision is intended to acknowledge the different interests and levels of control necessary for this type of project. This report, in conjunction with the agreements and arrangements which will be in place legally, is intended to address the various interests and parcels in accordance with the intent of the VBBL. The various parcels in combination will act as a single building for the purposes of the VBBL.

Yours truly,

PIONEER ENGINEERING CONSULTANTS LTD.

Prepared by:

Kenneth T. Chow, M.Eng., P.Eng., P.E., C.P., RFP
Fire Protection Engineer, Principal

KTC/cc

Encl.

1. Air Space Parcel Drawings

Reviewed by:



Michael Meszaros, M.Eng., P.Eng., C.P.
Principal



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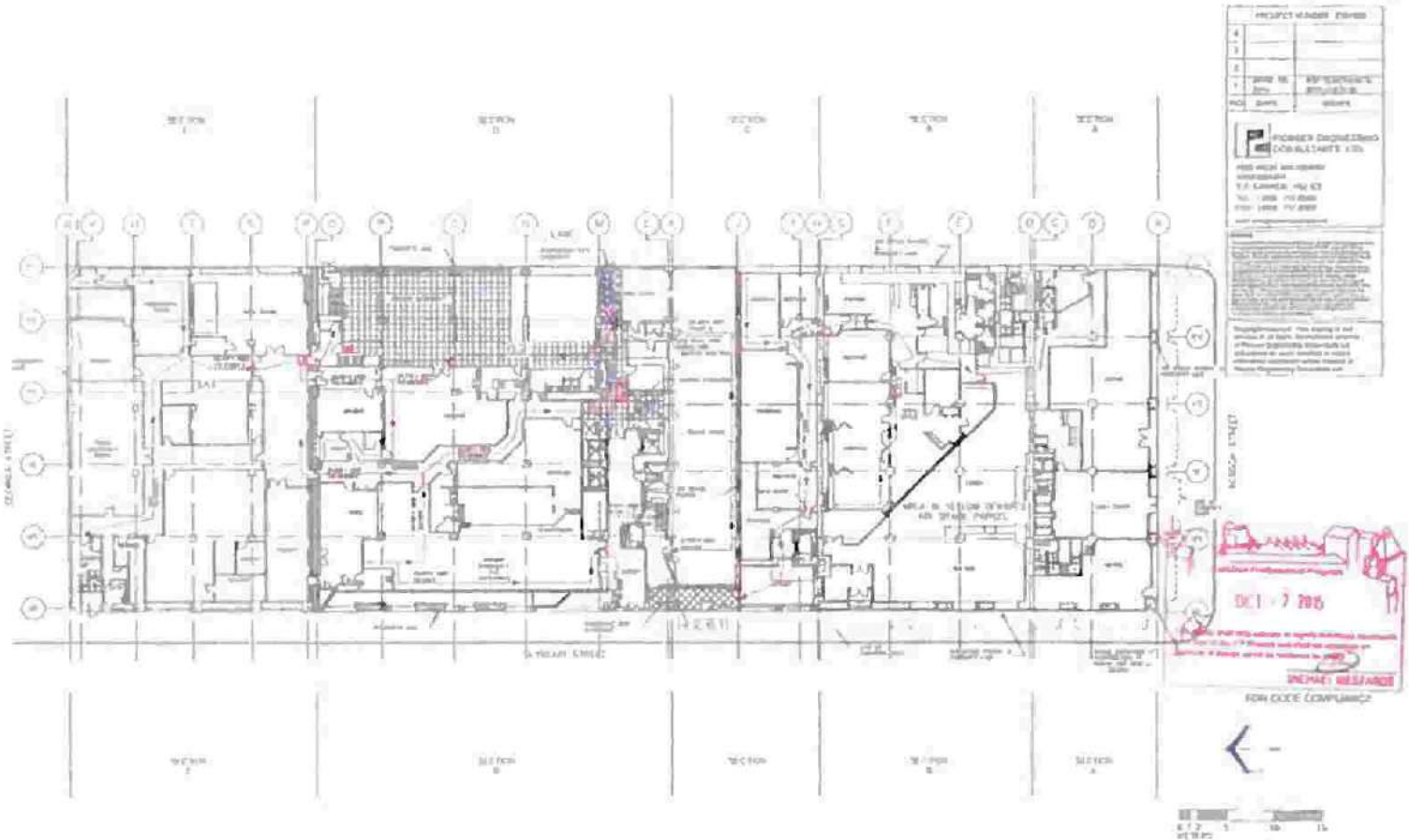
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AIR SPACE PARCEL.
555 ROBSON ST./
758 SEYMOUR ST.
Guelph, Ont. N1H 2K1

Project Number:
10-13-173
Date: 11/26/15
Drawing Number:
C2.0.0

2017 NOV 13 10:30 AM 2017 NOV 13 10:30 AM



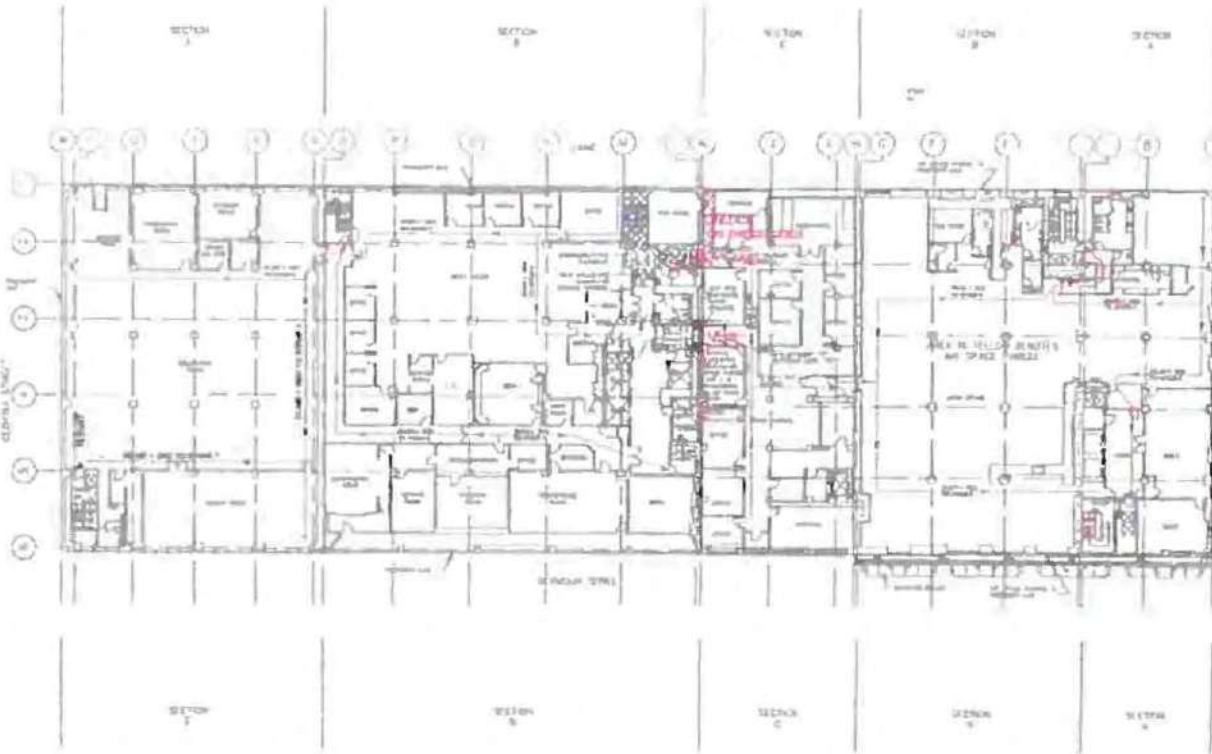
OMICRON
DESIGN + ENGINEERING + ARCHITECTURE
2000 West 10th Avenue, Suite 100
Vancouver, BC V6H 2Y9
Tel: 604.681.1111
Fax: 604.681.1112
www.omicron.ca

AIR SPACE PAR L:
555 ROBSON ST./
768 SEYMOUR ST.
VANCOUVER BC

Project No:
LEVEL 1
Drawing No:
16-1-01

Sheet Number:
10 of 123
Scale:
1" = 10'-0"
Drawing Title:
C2.0.1

CITY OF VANCOUVER - CIVIL ENGINEERING - CIVIL ENGINEERING - CIVIL ENGINEERING



PROPERTY NO. 123456789	
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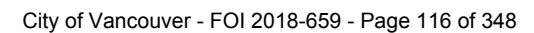
The owner shall only use the property for the purpose of the development and shall not use the property for any other purpose without the approval of the City of Vancouver.

UNCLASSIFIED



AIR SPACE PARCEL:
555 ROBSON ST./
768 SEYMOUR ST.
VANCOUVER, BC

Level: **LEVEL 2**
Scale: **1/4" = 1'-0"**
Drawing No: **10-13-123**
Date: **11/20/12**
Revision: **C2.0.2**



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VANCOUVER, B. C.

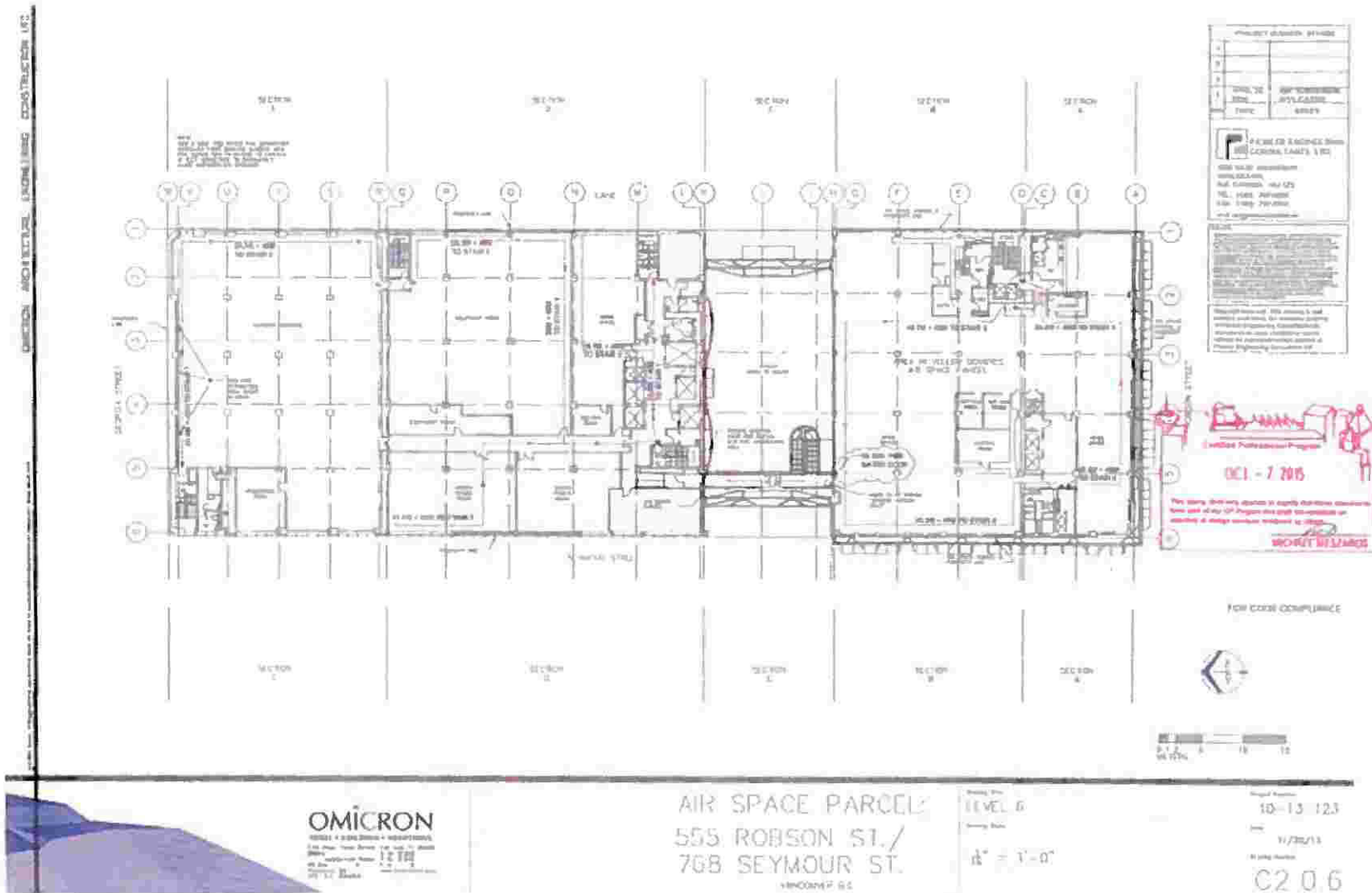
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10-13-123

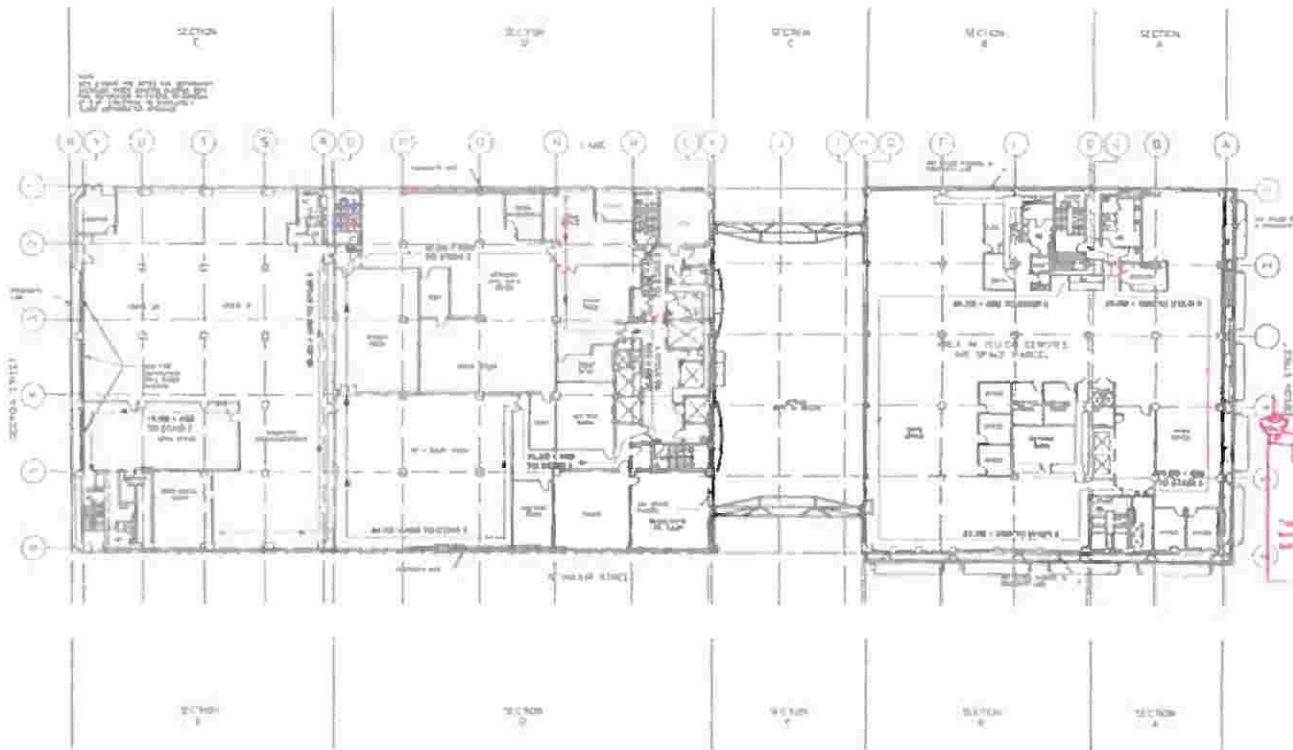
11/20/21

C2.0 4

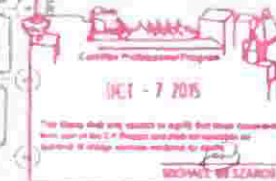




100' NORTH/100' EAST/100' SOUTH/100' WEST



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PROJECT NAME	100-13-123
PROJECT LOCATION	100-13-123
PROJECT DATE	100-13-123
PROJECT STATUS	100-13-123
PROJECT OWNER	100-13-123
PROJECT CONTACT	100-13-123
PROJECT PHONE	100-13-123
PROJECT FAX	100-13-123
PROJECT EMAIL	100-13-123
PROJECT WEBSITE	100-13-123
PROJECT ADDRESS	100-13-123
PROJECT CITY	100-13-123
PROJECT STATE	100-13-123
PROJECT COUNTRY	100-13-123



FOR CODE COMPLIANCE



100' NORTH/100' EAST/100' SOUTH/100' WEST



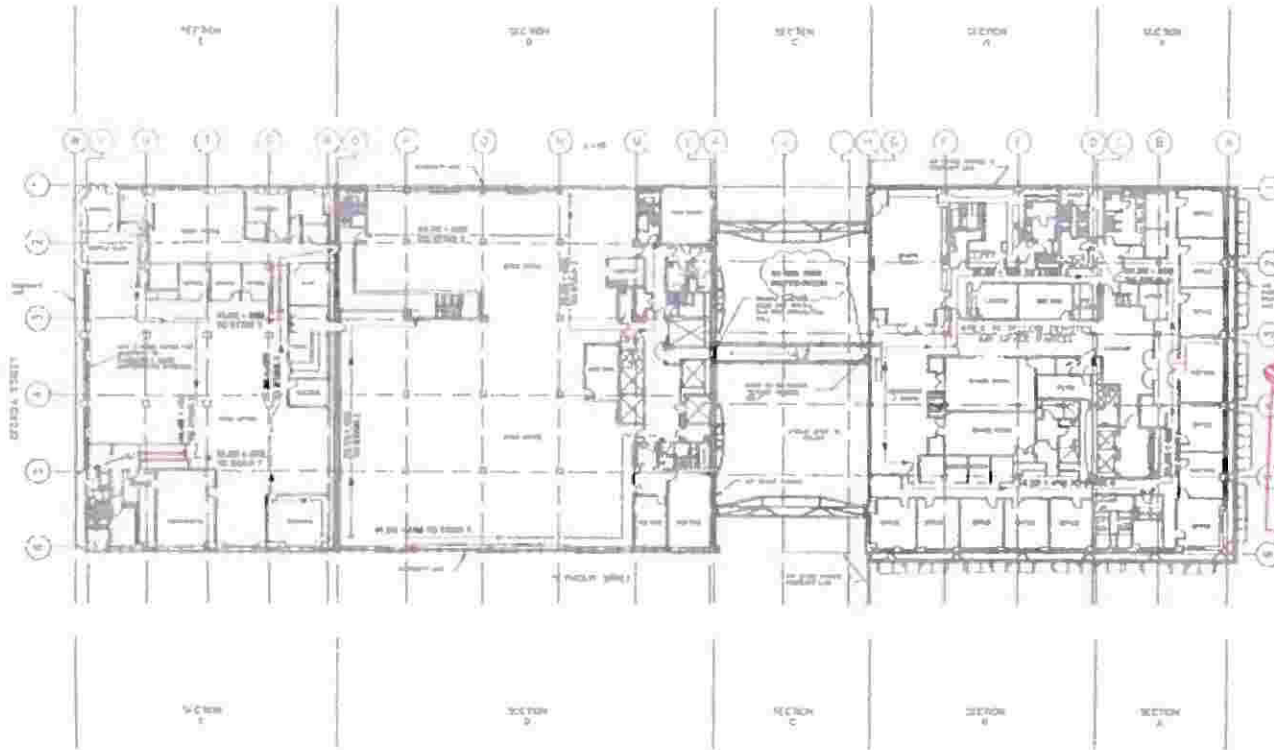
OMICRON
TYPE - POLYMER - SOLUTION
100' NORTH/100' EAST/100' SOUTH/100' WEST

AIR SPACE PARCEL:
555 ROBSON ST./
758 SEYMOUR ST.
VANCOUVER, B.C.

Project No. 100-13-123
Project Name 100-13-123
Project Date 100-13-123

Project No. 100-13-123
Project Name 100-13-123
Project Date 100-13-123

101 NORTH STREET, VANCOUVER, BRITISH COLUMBIA, CANADA



PROJECT NUMBER: 211-020	
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E	
DATE: 11/20/11	BY: J. J. J.
MICRON CONSULTING GROUP 101 NORTH STREET, VANCOUVER, BC V6C 2K1 TEL: (604) 681-1111 FAX: (604) 681-1112 WWW.MICRONCONSULTING.COM	

MICRON CONSULTING GROUP
 101 NORTH STREET, VANCOUVER, BC V6C 2K1
 TEL: (604) 681-1111
 FAX: (604) 681-1112
 WWW.MICRONCONSULTING.COM

FOR CODE COMPLIANCE



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 METERS

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 PROJECT CONSULTING GROUP
 101 NORTH STREET, VANCOUVER, BC V6C 2K1
 TEL: (604) 681-1111
 FAX: (604) 681-1112
 WWW.MICRONCONSULTING.COM

AIR SPACE PARCEL:
 555 ROBSON ST./
 768 SEYMOUR ST.
 VANCOUVER, B.C.

Drawing Title:
 LEVEL 8
 Drawing Date:
 11/20/11

Project Number:
 10-13-123
 Date:
 11/20/11
 Drawing Number:
 C2.0.8



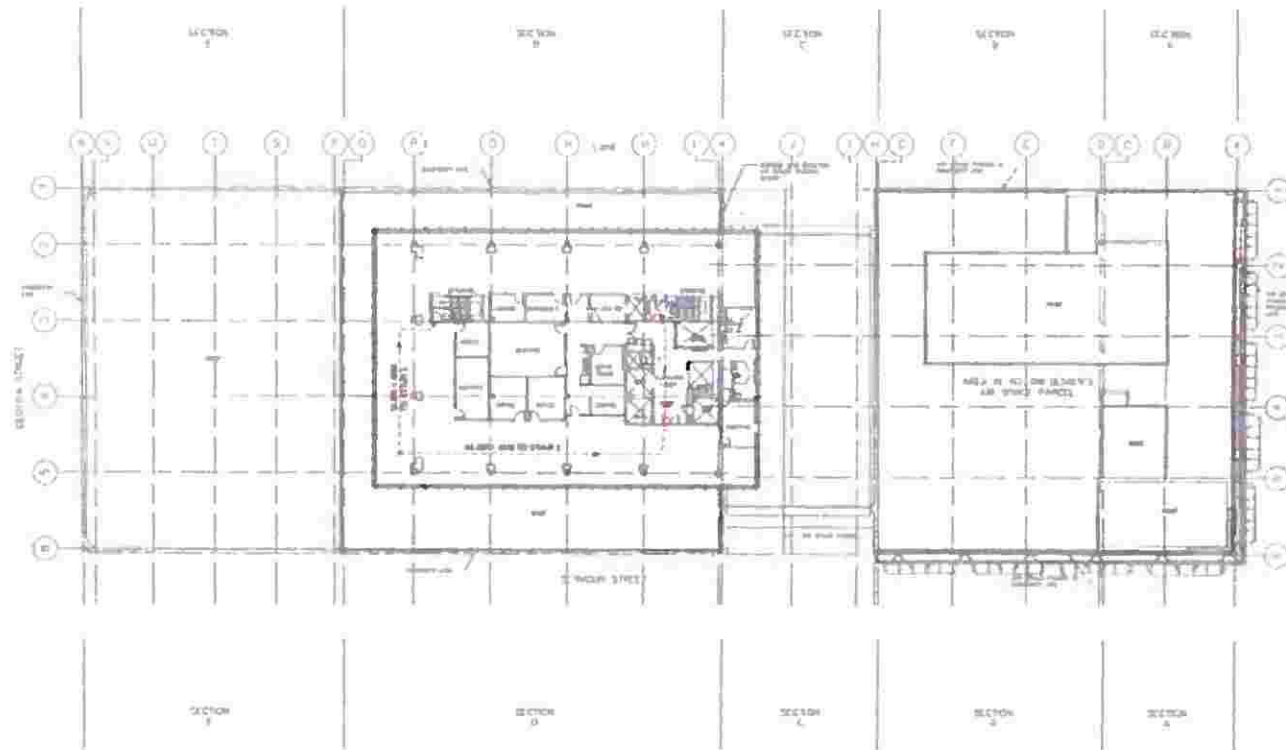
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555 ROBSON ST./
768 SEYMOUR ST.

LEVEL 7

7. $\frac{1}{10} \rightarrow 10^{-1}$

Model Number: 10-13-125
 Date: 11/20/15
 Sample Quantity: C2 0.9

DATE: 10/24/2018 10:00 AM
 PROJECT: 5243508.12
 DRAWING: 5243508.12



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FOR CITY COMPLIANCE



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 FEET



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 Vancouver, BC V6H 1A1
 Tel: 604.681.1111
 Fax: 604.681.1112
 www.omicron.ca

AIR SPACE PARCEL:
 555 ROBSON ST./
 768 SEYMOUR ST.
 VANCOUVER, B.C.

Project No:
 LEVEL 10:
 Drawing No:
 1/2" = 1'-0"

Project Name:
 10-13-123
 Date:
 11/20/13
 Drawing Number:
 C2.0.10

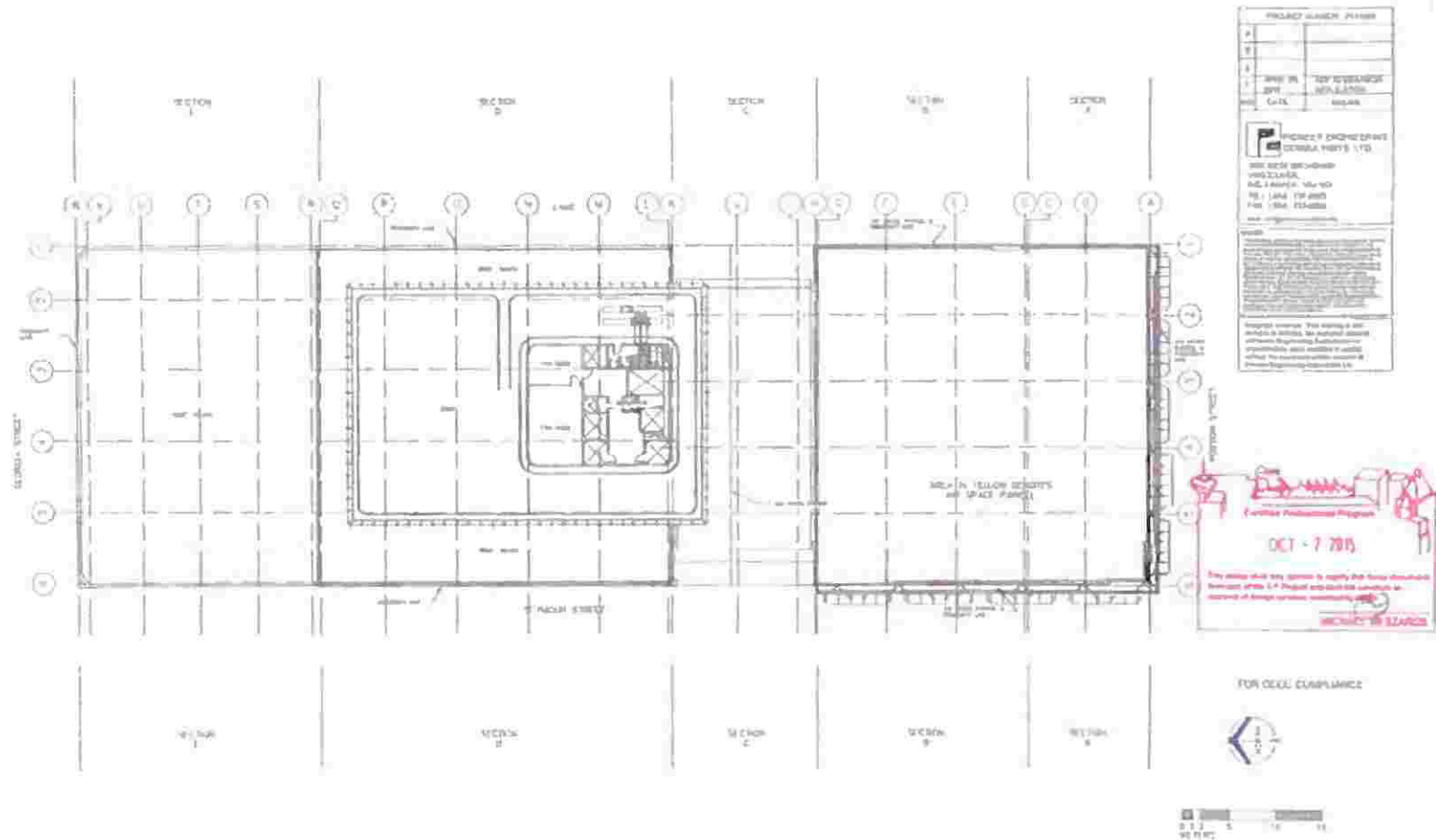


AIR SPACE PARCEL:
555 ROBSON ST./
768 SEYMOUR ST.
WILLIAMSON & CO

$$\frac{1}{10} = 0.1$$

Project Number:
 10-13-123
 Title:
 0/20/13
 Drawing Number:
 C2 0.11



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AIR SPACE PARCEL:
555 ROBSON ST /
768 SEYMOUR ST.
VANCOUVER B.C.

LEVEL 13

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10-13-123
11/28/13
C2.0.13





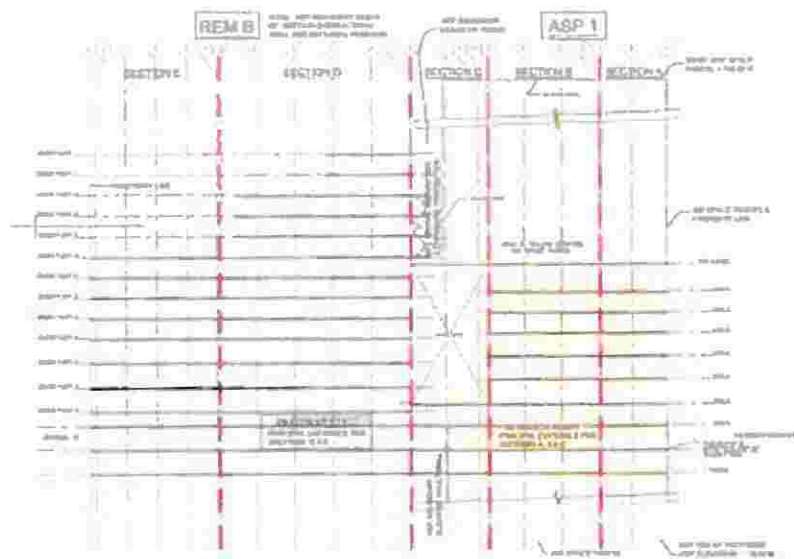
OMICRON

AIR SPACE PARCEL:
555 ROBSON ST./
768 SEYMOUR ST.
VACUUM INC

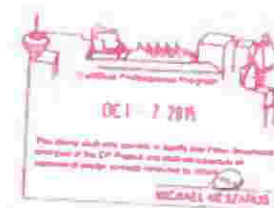
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Model Number: 10-13-123
Date: 11/20/13
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THE FOLLOWING INFORMATION IS FOR INFORMATION ONLY



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SUBPROJECT NO.	10-13-123
PROJECT & SUBPROJECT	
PROJECT NO.	10-13-123
SUBPROJECT NO.	10-13-123
PROJECT & SUBPROJECT	
PROJECT NO.	10-13-123
SUBPROJECT NO.	10-13-123



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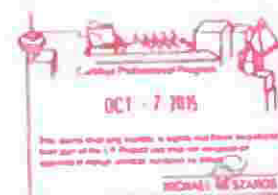
Building Section
Page 2 of 2

OMICRON
TYPING - BUILDING - SECTIONS
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AIR SPACE PARCEL:
555 ROBSON ST./
768 SEYMOUR ST.
VICTORIA B.C.

Section
1/32" = 1'-0"

Page & Section
10-13-123
Date
12/19/15
Section
C2.0.16



FDR DONE COMPLIANCE



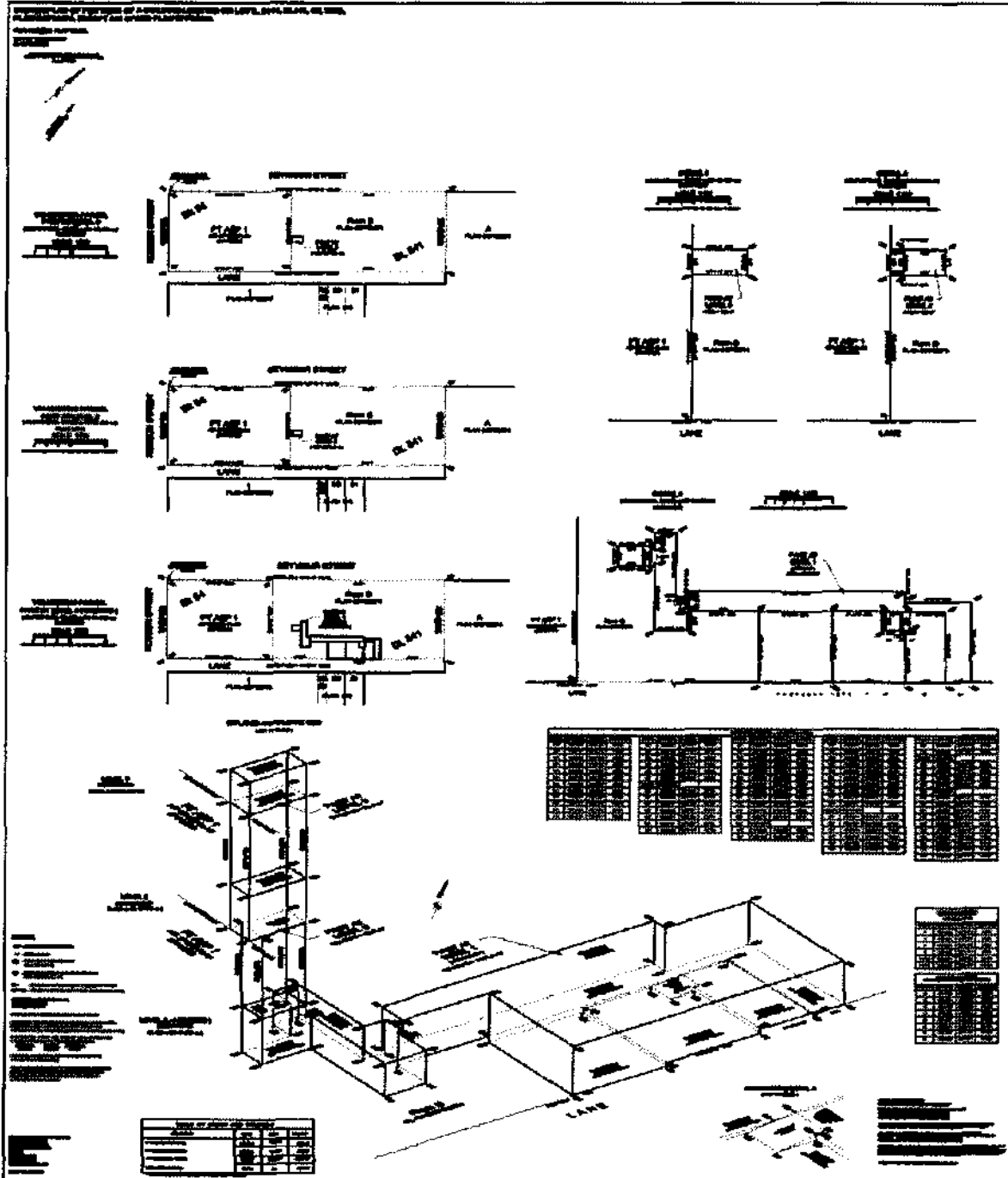
AIR SPACE PARCEL:
555 ROBSON ST./
768 SEYMOUR ST.
KINGSTON, B.C.

SECTION & AXONOMETRIC

Model Number
10-13-125
Date
12/18/12
Shipping Weight
C2.0 17

SCHEDULE B

PLAN OF FREIGHT ELEVATOR AND LOADING BAY AREAS

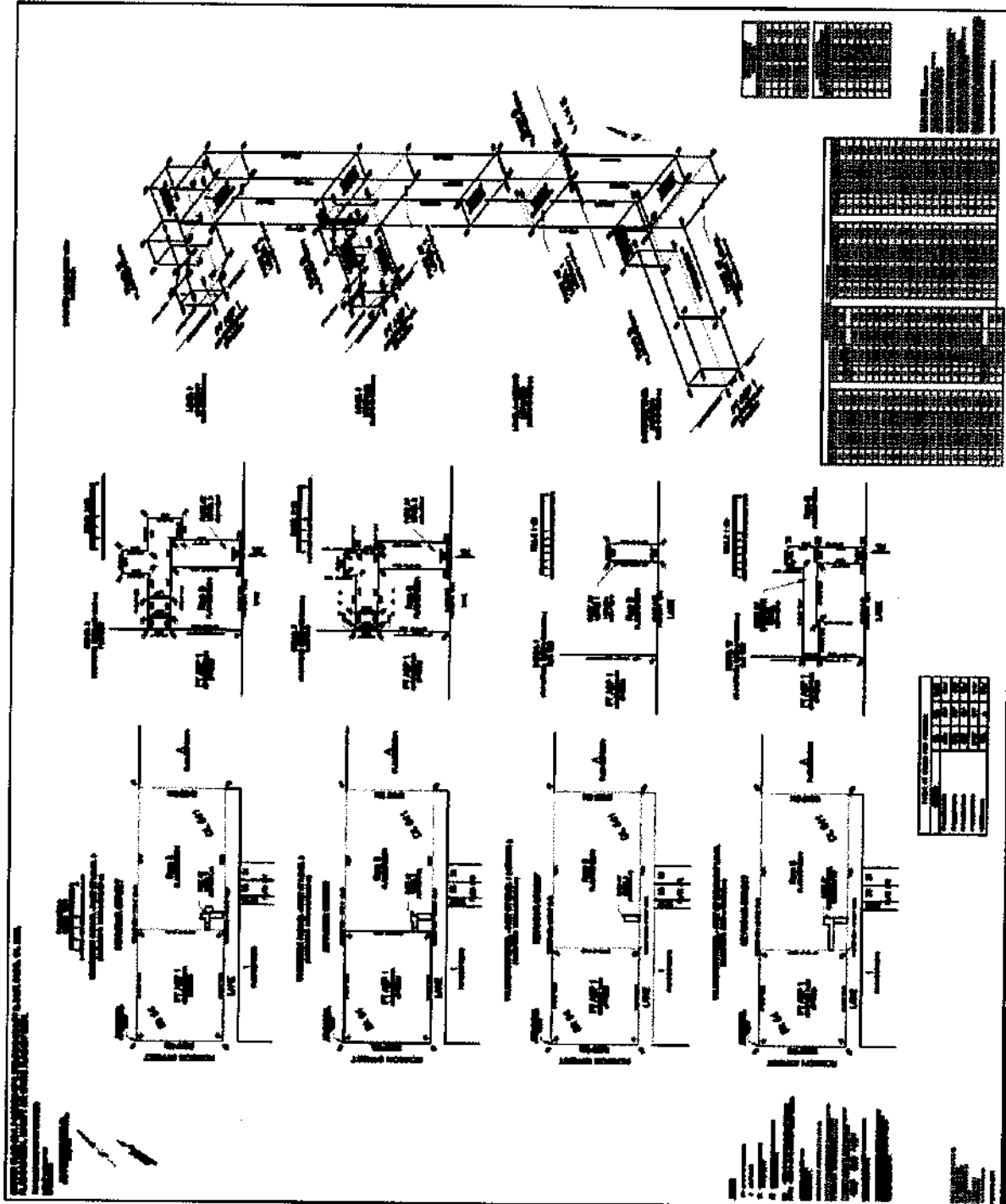


PLAN OF SEYMOUR STREET ACCESS AREAS



SCHEDULE D

PLAN OF LANE EMERGENCY ACCESS AREAS



SCHEDULE E

ALLOCATION OF REPAIR AND MAINTENANCE OBLIGATIONS AND COSTS FOR COMMON AREAS AND FACILITIES

Common Areas and Facilities	Owner Responsible for Repair and Maintenance	Remainder Parcel Owner's Share of Costs (%)	Air Space Parcel Owner's Share of Costs (%)
Lane Emergency Access Areas	Remainder Parcel Owner	60.4%	39.6%
Seymour Street Access Areas	Remainder Parcel Owner	60.4%	39.6%
Service Connections and Equipment	Remainder Parcel Owner	60.4%	39.6%
Measure "N" Vestibules located on the basement level, level 2 and level 3 of the Air Space Parcel (excluding any equipment, machinery or works located therein which are only for the use, benefit and enjoyment of the Remainder Parcel)	Air Space Parcel Owner	60.4%	39.6%
Common exterior wall cladding systems	Remainder Parcel Owner	50%	50%
Common Support Structure located at the boundary between the ceiling of the cable vault located on Level 1 of the Remainder Parcel Improvements and the floor of Level 2 of the Air Space Parcel Improvements	Remainder Parcel Owner	50%	50%

SCHEDULE F

TABLE OF EASEMENTS AND SECTION OF CODE REPORT COVERED

The table below lists the easements and other requirements set out in the Code Consultant Report and the section reference for such easements and other requirements in this Agreement.

	Paragraph of the Code Consultant Report	Section(s) of this Agreement
1.	(A) Fire Walls	
	The ASP 1 and the Remainder will be considered as a single building. There will be easement and access agreements between both parties to ensure there will be sufficient means of egress serving both the ASP 1 and the Remainder.	<ul style="list-style-type: none"> • Sections 2.1(a) to 2.1(m) • Sections 3.1(a) to 3.1(k) • Sections 9.1(e), 9.1(f) and 9.1(g) to 9.1(k)
2.	(B) Spatial Separations and Exposure Protection	
	The variance in the façade remains to be dealt with by covenant 219 to permit larger unprotected opening at the air space parcel line than Code permits if this is the property line.	<ul style="list-style-type: none"> • Section 9.1(m)(ii)
3.	(C) Egress Routes and Exits	
	4.1 Exit through Remainder to exit stair 2 near grids M and 2.	<ul style="list-style-type: none"> • Section 2.1(b)
	4.2 Exit easement through Remainder to exit out from ASP 1 near Grid J and 6. Also from Loading Dock to Stair 3.	<ul style="list-style-type: none"> • Section 2.1(a) • Section 2.1(c)
	4.3 Exit through Stair 2 to interior corridor near M and 2.5 from Freight Elevator. Alternate egress through Telus Entry Lobby leading to Seymour Street. Access door to Seymour not to be locked but can be alarmed.	<ul style="list-style-type: none"> • Section 2.1(c) • Section 2.1(a)
	4.4 Exit path through Telus (Remainder) to access the exit through Stair 2 at Grid M	<ul style="list-style-type: none"> • Section 2.1(b)

	Paragraph of the Code Consultant Report	Section(s) of this Agreement
	from Level 2 office of ASP 1.	
	4.5 Exit path through Remainder at grid K and grid 2 to reach Exit Stair 2. Occupants to have unrestricted egress back into ASP 1. Freight Elevator Doors opening to ASP 1 and Remainder to remain open upon alternate recall.	<ul style="list-style-type: none"> • Section 2.1(b)
4.	(D) Fire Alarm	
	There is a proposed single-stage fire alarm system equivalency. It is proposed these two fire alarm systems be separated at the ASP boundaries, and measure N Vestibules be installed where there are connections between the ASP and the Remainder.	No easement is required under this paragraph of the Code Consultant Report.
5.	(E) Building Services and Common Access	
	5.1 Rainwater drainage system and piping.	<ul style="list-style-type: none"> • Sections 2.1(e), 2.1(i), 2.1(k) and 2.1(m) • Sections 3.1(b), 3.1(f), 3.1(i) and 3.1(k) • Schedule E, row 3
	5.2 Electrical systems and distribution including emergency power related systems and distribution on the Measure N Vestibules only.	<ul style="list-style-type: none"> • Sections 2.1(d), 2.1(i), 2.1(k) and 2.1(m) • Sections 3.1(a), 3.1(f), 3.1(i) and 3.1(k) • Schedule E, row 4
	5.3 Fire alarm systems and wiring on the Measure N Vestibules only.	<ul style="list-style-type: none"> • Sections 2.1(d), 2.1(i), 2.1(k) and 2.1(m) • Sections 3.1(a), 3.1(f), 3.1(i) and 3.1(k) • Schedule E, row 4

	Paragraph of the Code Consultant Report	Section(s) of this Agreement
	6.1 Access and Egress easement through remainder to exit out from ASP 1 near Grid J and 6.	<ul style="list-style-type: none"> Section 2.1(a)
	6.2 Access through Stair 2 to interior corridor near M and between grid 1 and 2 to Freight Elevator from loading bays.	<ul style="list-style-type: none"> Section 2.1(c)
	6.3 Access to freight elevator located in remainder.	<ul style="list-style-type: none"> Section 2.1(c)
	6.4 Access to the freight elevator located in remainder.	<ul style="list-style-type: none"> Section 2.1(c)
6.	(F) Building Structure	
	Easements for support and maintenance of support structures	<ul style="list-style-type: none"> Sections 2.1(f), 2.1(i), 2.1(k) and 2.1(m) Sections 3.1(c), 3.1(f), 3.1(i) and 3.1(k)
7.	(G) Building Envelope	
	Access rights for inspection, maintenance and repair of common building envelope waterproofing systems	<ul style="list-style-type: none"> Sections 2.1(g), 2.1(i), 2.1(k) and 2.1(m) Sections 3.1(d), 3.1(f), 3.1(i) and 3.1(k)

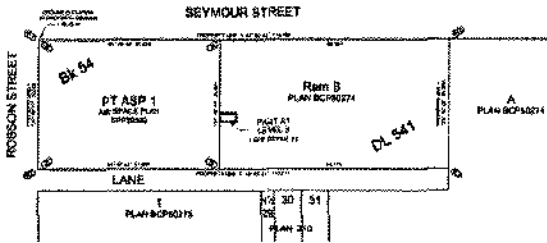
**SKETCH PLAN OF PORTIONS OF A BUILDING LOCATED ON LOT 8, BNS4, DL541, G1, NVO,
PLAN BCP00274, EXCEPT AIR SPACE PLAN BPP00000.**

FOR ACCESS PURPOSES
CITY OF VANCOUVER
CODE 900.00

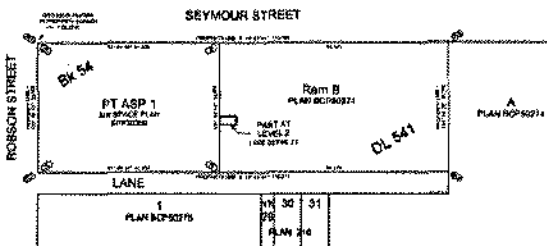
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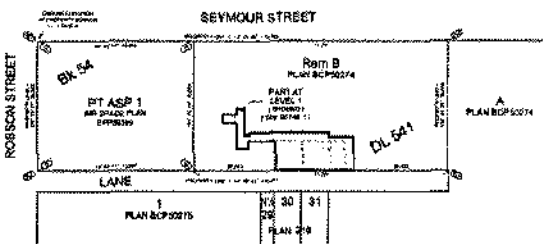
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PART AT LEVEL 1
(ELEVATIONS: 38.80 m TO 43.10 m)
PLAN VIEW
SCALE 1:500**



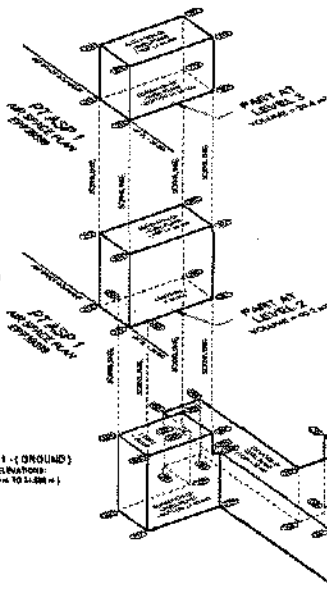
**VOLUMETRIC PARCEL
PART AT LEVEL 2
(ELEVATIONS: 38.80 m TO 39.30 m)
PLAN VIEW
SCALE 1:500**



**VOLUMETRIC PARCEL
PART AT LEVEL 1 (GROUND)
(ELEVATIONS: 39.10 m TO 39.30 m)
PLAN VIEW
SCALE 1:500**



**EXPLODED AXONOMETRIC VIEW
(PART TO SCALE)**

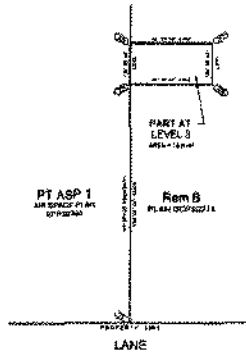


**LEVEL 1 (GROUND)
(ELEVATIONS:
39.10 m TO 39.30 m)**

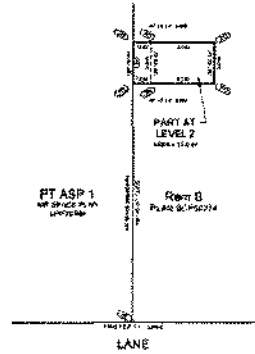
TABLE OF AREAS AND VOLUMES

DESCRIPTION	AREA (m²)	VOLUME (m³)
PT ASP 1 AIR SPACE	1,100.00	11,000.00
Rm B	1,100.00	11,000.00
A	1,100.00	11,000.00
TOTAL	3,300.00	33,000.00

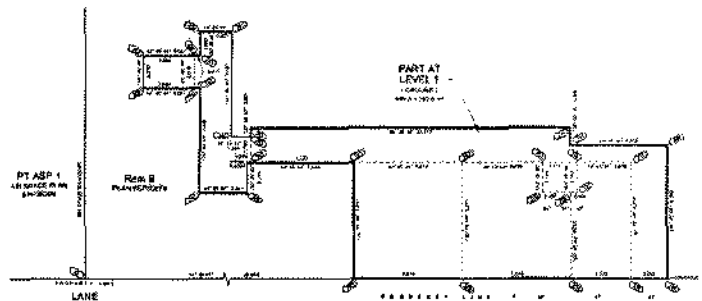
**DETAIL 1
(ELEVATIONS: 39.10 m TO 43.10 m)
PLAN VIEW
SCALE 1:100**



**DETAIL 2
(ELEVATIONS: 38.80 m TO 39.30 m)
PLAN VIEW
SCALE 1:100**



**DETAIL 3
(ELEVATIONS: 39.10 m TO 39.30 m)
PLAN VIEW
SCALE 1:100**



LEVEL	AREA (m²)	VOLUME (m³)	DESCRIPTION
LEVEL 3	1,100.00	11,000.00	PT ASP 1 AIR SPACE
LEVEL 3	1,100.00	11,000.00	Rm B
LEVEL 3	1,100.00	11,000.00	A
LEVEL 2	1,100.00	11,000.00	PT ASP 1 AIR SPACE
LEVEL 2	1,100.00	11,000.00	Rm B
LEVEL 2	1,100.00	11,000.00	A
LEVEL 1 (GROUND)	1,100.00	11,000.00	PT ASP 1 AIR SPACE
LEVEL 1 (GROUND)	1,100.00	11,000.00	Rm B
LEVEL 1 (GROUND)	1,100.00	11,000.00	A
TOTAL	3,300.00	33,000.00	

**AXONOMETRIC DETAIL 4
(NOT TO SCALE)**



LEVEL	AREA (m²)	VOLUME (m³)	DESCRIPTION
LEVEL 3	1,100.00	11,000.00	PT ASP 1 AIR SPACE
LEVEL 3	1,100.00	11,000.00	Rm B
LEVEL 3	1,100.00	11,000.00	A
LEVEL 2	1,100.00	11,000.00	PT ASP 1 AIR SPACE
LEVEL 2	1,100.00	11,000.00	Rm B
LEVEL 2	1,100.00	11,000.00	A
LEVEL 1 (GROUND)	1,100.00	11,000.00	PT ASP 1 AIR SPACE
LEVEL 1 (GROUND)	1,100.00	11,000.00	Rm B
LEVEL 1 (GROUND)	1,100.00	11,000.00	A
TOTAL	3,300.00	33,000.00	

3.0 Conditions of 510 W. Georgia Street DP-2017-00387. In addition to the above conditions 1.0 → 2.7.11, the following items have been specifically identified for 510 W. Georgia St.:

3.1 All 10 Class A loading spaces in the Telus Garden Office in the original development permit and rezoning are to be reinstated and maintained as loading spaces;

See attached the photos indicating the 10 Class A spaces have been reinstated.

3.2 Provision of a drawing or photos that demonstrates that the 10 Class A loading bays are reinstated;

See Architect's drawing.

3.3 Provisions of design interventions, signage, or other improvements to improve wayfinding and encourage use of the underground loading spaces;

Applicant (and/or the Architect) to provide drawing.

3.4 Provision of a drawing showing the design interventions, signage and other improvements is still required;

Same as 3.4

3.5 Provision of a letter from the Kingston hotel, and a revised Shared Loading Agreement confirming their acceptance of the relocation of the designated Class B Loading space and outlining policies to ensure effective use of this space;

Note to Applicant: The revised shared loading agreement should include:

3.5.1 Updates to the loading management efforts outlined in Schedule B of the existing Shared Loading Agreement. Based on the low utilization of the shared loading space, a reassessment of the effectiveness of scheduling practices is recommended.

The Kingston Hotel would need to cooperate and it is not up to the applicant to make the hotel operator to utilize the shared loading space that is being provided.

3.5.2 Improved plans indicating an internal connection between the relocated Class B loading space to be shared with the Kingston Hotel, and the Hotel itself, or other safe and direct connection as is achievable.

The shared loading space is in another building and it would not be possible to provide an internal connection.

3.5.3 Provision of plans that show the internal connection or other safe and direct connections between the relocated Class B loading bay and the Kingston hotel is still required.

See above.

TELUS Gardens
DP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.
-Author-A0003-August 20, 2018-DEDP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.

- 3.5.4 Provision of additional consultation with Kingston is required to understand why the Class B loading space is not being used.

Note to Applicant: Design of the development may be required to provide an operable connection and may require modification of the existing building.

The Kingston Hotel currently has no loading facility on-site to accommodate its own loading needs. The TELUS Garden project has provided a loading facility to be available Kingston Hotel's use. It is up to Kingston Hotel to decide whether to utilize the Class B loading space or not and the applicant would not be in any position to make them to use the space.

- 3.6 Provision of additional clarity is required on garbage collection for Kingston and agreement by Kingston for the new plan is required.

Note to Applicant: A number of concerns have been raised by the Kingston, indicating that the condition to provide a letter of support has not been met. As additional reductions of the number of loading spaces could harm their operations, and have a legal right to use of the loading in the TGO, it is essential that they are supportive of the changes proposed.

Conversion of previously designated shared loading is a significant concern. It is essential that existing issues are fully resolved prior to contemplation of changes.

The applicant has already presented the new proposal to Kingston Hotel and the attached E-mail message show Kingston's acceptance of the relocation of garbage room.

- 3.7 The Letter indicates that the LMP is insufficient.

Note to Applicant: The passenger zone on Richards is frequently used for loading, as supported by Bunt's observations. While the space is not reserved for the Kingston, it is important that it does not become a loading zone, as it is intended for passenger loading in support of the hotel.

Bunt observation data did not indicate the passenger zone was used by vehicles loading to TGO or TGR, but rather they were used for loading activities to the Kingston Hotel. The use of the passenger zone for other activities is a City's enforcement issue.

- 3.8 Provision of an updated loading management plan confirming the following:

- 3.8.1 Smaller vehicles will be directed to use the underground loading area at the TGO, confirm placement of signage to this effect.

See attached the signage wording and placement position.

- 3.8.2 Provision of a drawing that shows the placement of the signage is still required.

Same as above.

2018 April 12 Thursday

Erin Fawcett
Senior Project Manager, Corporate Real Estate
TELUS Communications

Dear Erin,

Subject: Challenges surrounding Kingston Hotel raised by Telus Garden Office and Residential

Thank you for your emails and our meeting on March 20th, advising me of the laneway changes and your role as co-ordinator for Telus Gardens Office and Residential.

I am writing to describe my concerns about challenges and difficulties surrounding the Kingston Hotel created by Telus Garden Office and Residential, including the new commercial spaces proposed on the lane.

1. Hotel Rear Loading Zone

The lane management plan prepared by Bunt & Associates Engineering described how the loading bay behind Telus Garden Office was to be made available to the Kingston Hotel for deliveries. However, very soon after office building occupancy, this area has been utilized as storage space by Glowbal restaurant and Telus for their many recycling and garbage bins, with no space left for delivery vehicles. Trucks making deliveries to the hotel have been utilizing the passenger zone in front of the hotel, as well as parallel parking in the laneway when available. The hotel's passenger zone cannot accommodate larger trucks. A more comprehensive management plan must be developed.

2. Garbage Storage and Removal

The Kingston Hotel dumpsters were previously outside in the lane behind the hotel. They were quickly relocated into the loading bay, located in the Telus Garden Office building, after an agreement by all parties following the opening of Telus Garden. I agree with your new plan to relocate all bins to the Seymour building, provided that we have easy access. I look forward to learning about this proposal in more detail.

3. Hotel Passenger Zone on Richards Street

The Passenger Zone in front of the Kingston Hotel is very frequently utilized by all manner of vehicles, including delivery trucks and moving vans. Most of these are related to Telus Garden Residential, such as people waiting to make pick-ups, or trucks delivering to the apartment building. This is not acceptable. Occupants of Telus Garden Residential have a loading zone

below grade, including access to residential elevators. The Telus Garden Office building also frequently uses the Passenger Zone on Richards Street for pick-up and drop-off deliveries. Perhaps what is needed is for Telus Garden Office and Telus Garden Residential to have their own passenger zones, plus a 24/7 street Commercial Zone. Having dedicated zones is a more permanent fix, as opposed to repeatedly educating residents and commercial tenants.

4. Garbage Pick-ups and Deliveries at Telus Garden Residential

Related to the foregoing over-utilization of the passenger zone in front of the Kingston Hotel, garbage pick-up from Telus Garden Residential frequently occurs at the centre of Richards Street, and generates considerable noise prior to 7 a.m. when noise is not allowed.

5. New Commercial Premises, Lighting and Bollards in the Lane

I understand that the City has been keen to activate downtown lanes and I see that Westbank has eagerly responded to this ambition with firstly a wine bar, and now 4 more proposed commercial outlets. For this purpose, bollards have been installed and overhead catenary lighting. This is all well and good but there are consequences for hotel guests, and possibly too the residents of Telus Garden Residential. These include the impacts of customer noise and light. The restricted hours for the use of the lane by delivery traffic compresses traffic noise to nighttime hours, with serious impact on residents. I have real concerns that the late hour lane activity and overnight deliveries will impact hotel guests and Telus Garden Residence owners.

6. Concerns Which Remain from Telus Garden Construction

a) By an agreement dating back to February 17, 2015, Westbank was to apply new stucco to areas of the Kingston Hotel's south wall adjoining the parkade ramp where brickwork was exposed as a result of parkade demolition. Provision was to be made for the new surface to accommodate a mural. The stucco work was completed this spring, but the results are unsatisfactory, as recently reviewed with Masa Matsubara of Westbank Projects Corp. I understand that the deficiencies will be addressed.

b) The sidewalk in the front of the hotel was removed and then replaced so as to provide access for the installation of pipes for the heating system serving Telus Garden Residential and Office. As a result, the street trees have been replaced with a species and specimen which are inappropriate and which it has become a challenge to remedy. Also to note, the sidewalk treatment was not one of my choosing and while the City did make some concessions they did not meet my expectations.

c) Repaving of the street resulted in the removal of the cobblestone treatment of the concrete street in front of the hotel. This street treatment in the passenger zone in front of the hotel contributed significantly to the character and ambience surrounding the hotel and its bar and restaurant. The City assured me last summer that restoration of the street treatment will be undertaken, but the prospects do not seem promising.

I will also note regarding Richards Street, that representations by myself and Westbank did have the effect of stopping, or perhaps delaying, a bicycle lane on the west side of Richards between the sidewalk and vehicle parking.

7. Projects in Progress

In discussion I alluded to a number of projects still in the planning stages for enhancing the appearance of the Kingston Hotel. These are:

- a) cleaning and painting the building (to be cost-shared with Westbank). I hope this can be undertaken this summer;
- b) completing some renovations on the rear elevation at grade, involving alterations to the pub/restaurant's lane entrances with the intent to present a more appropriate appearance in the new lane environment;
- c) rebuilding the north wall (to be cost-shared with Westbank), which I acknowledge is an unsightly mess – this could include the installation of a mural near the lane;
- d) design, construction and installation of 'European' style canopies above entrances of the hotel and restaurant. There will be a new glass and steel canopy over the hotel entrance and a striped canvas awning over the restaurant. These will replace the awnings removed by Icon Construction to facilitate placing the heating system underneath our sidewalk;
- e) completing the installation of a mural at the south-east corner of the building; and
- f) completing reimbursements from Westbank Corp. for damages and expenses incurred by Kingston Hotel during the construction of Telus Garden.

Concluding Remarks

I look forward to our continued co-operation regarding the laneway development. I would also appreciate an opportunity to meet with you and Bunt & Associates Engineering to further develop a lane management plan, which I see as the highest priority effecting the hotel's operation at this time.

Sincerely,

Fred O'Hagan, President
Home Investments Ltd., Kingston Hotel Ltd. and Kingston Taphouse & Grille Ltd.
757/755 Richards Street
Vancouver, BC
V6B 3A6

ATTACHMENT - SIGNAGE INFO

TELUS Gardens
DP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.
-Author-A0003-August 20, 2018-DEDP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.

- 3.8.3 Clearly mark the Class A loading spaces in the TGO with signage noting their intended use.

Applicant to confirm signage placement.

- 3.8.4 Provision of a drawing that shows the Class A loading spaces and the signage is still required.

Same as above.

- 3.8.5 Provision of an updated shared loading agreement between the TGO and other buildings to formalize the use of the loading spaces for overflow purposes as recommended in the loading study provided.

Applicant to provide.

- 3.8.6 Provision of a dedicated loading manager to schedule and oversee loading activities on site and in the lane, and to ensure that vehicles are not loading on-street, and use appropriately sized loading spaces.

Applicant to provide.

- 3.8.7 Implementation of other strategies as required to encourage and enforce use of on-site loading, and when necessary the service lane, and to avoid use of the street.

The use of service lane for loading is a new condition that the City allows. With this being available for delivery vehicles, vehicles should not need to rely on the use of the street.

3.9 The following new conditions are in response to the Assessment and Loading Management Plan provided:

- 3.9.1 The loading assessment relies on the assumption that loading spaces in different buildings are usable by other buildings. For example, that overflow TGR loading could use the underground Class A loading. Given the challenges associated with encouraging TGO bound vehicles to use the underground TGO loading spaces in place of the street, this assumptions seems inappropriate and is not supportable.

See previous response.

- 3.9.2 Provision of alternative accommodation of overflow loading to be provided, noting that this is significantly challenged by the proposed removal of loading bays.

See previous response.

- 3.9.3 Provision of calculations for probability assessments of the individual blocks indicating the likelihood that loading demand will exceed supply.

See previous response.

- 3.9.4 The data notes that a significant number of loading events took place for the TRG (about 50%) on street, and that much of the reason for this was that the bollards in the lane were mistakenly left up, therefore

See previous response.

- 3.9.5 The proposed schedule for the bollards being up from 11am to 6am is not supported, as it would seem to result in a large number of vehicles loading on-street, and;

See previous response.

- 3.9.6 Clarify what protocols are in place to ensure that bollards are down when vehicles require access into the public lane?

See previous response.

4.0 Conditions of DP-2017-00388 - 777 Richards. In addition to the above conditions 1.0 → 2.7.11, the following items have been specifically identified for 777 Richards St.:

- 4.1 Confirm stair free loading operations to CRU B;

Architect to confirm.

- 4.2 Provision of drawings that show the stair free loading operations to CRU B are required;

Architect to confirm.

- 4.3 Provision of a shared loading agreement with the Telus Garden Office building to utilize the Class A loading within the underground parking as proposed in the Loading Assessment;

Applicant to arrange.

- 4.4 Provision of an updated loading management plan describing measures to enforce and encourage utilization of the underground loading spaces in the Telus Garden Office building, and the residential loading underground, or the lane where appropriate, and reduce loading on street. Including at a minimum the following:

- 4.4.1 Smaller vehicles will be directed to use the underground loading area at the Telus Garden Office or Residential buildings when the other loading areas are full, confirm placement of signage or other tools to this effect.

- 4.4.2 Provision of a drawing that shows the placement of the signage is still required.
- 4.4.3 Details on loading management procedures, contacts or tools used to facilitate the efficient sharing of loading between buildings.
- 4.4.4 Provision of additional information on loading on-site or in the service lane showing that challenges with on-street loading have been effectively mitigated.

Note to Applicant and PDS: The following new conditions are in response to the Assessment and Loading Management Plan provided:

- 4.5 The loading assessment relies on the assumption that loading spaces in different buildings are usable by other buildings. For example, that overflow TGR loading could use the underground Class A loading. Given the challenges associated with encouraging TGO bound vehicles to use the underground TGO loading spaces in place of the street, this assumptions seems inappropriate and is not supportable.

See previous response.

- 4.6 Provision of alternative accommodation of overflow loading to be provided, noting that this is significantly challenged by the proposed removal of loading bays.

See previous response.

- 4.7 Provision of calculations for probability assessments of the individual blocks indicating the likelihood that loading demand will exceed supply.

See previous response.

- 4.8 The data notes that a significant number of loading events took place for the TRG (about 50%) on street, and that much of the reason for this was that the bollards in the lane were mistakenly left up, therefore

See previous response.

- 4.9 The proposed schedule for the bollards being up from 11am to 6am is not supported, as it would seem to result in a large number of vehicles loading on-street, and

See previous response.

- 4.10 Clarify what protocols are in place to ensure that bollards are down when vehicles require access into the public lane?

See previous response.

- 4.11 What accommodations are available to address overflow loading noting that the observed TGR loading of 3 vehicles at peak exceeds the supply?

See previous response.

- 4.12 All revisions to loading operations should be completed and be able to be observed prior to support of any modifications to existing loading spaces. Letters from Telus indicate that changes to the 768 Seymour, including installation of an intercom, are still to be completed.

See previous response.

TELUS Gardens
DP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.
-Author-A0003-August 20, 2018-DEDP-2017-00387 - 510 West Georgia St.
DP-2017-00388 - 777 Richards St.
DP-2017-00433 - 768 Seymour St.

4.13 Provision of supporting documentation of the ongoing loading management efforts described including :

- 4.13.1 Contact information for the designated loading manager;
- 4.13.2 Records of the online schedule noted in the original LMP;
- 4.13.3 Records of violations or notices for vehicles that are not complying with the LMP;
- 4.13.4 Emails of weekly schedules, and other relevant information.
- 4.13.5 The plan notes that the Avigilon building and TGR retail podium will not require use of shared loading bay.
- 4.13.6 Clarify how will they load if the other bays are in use?
- 4.13.7 Clarify what loading is provided at 555 Robson?
- 4.13.8 Clarify how unscheduled deliveries are to be accommodated in the shared loading agreement and Loading Management Plan. For example, is there a check in procedure or holding area?
- 4.13.9 Remove note restricting loading in the laneway from the LMP as loading is permitted in commercial laneways. No loading should take place in the street.
- 4.13.10 Clarify the enforcement mechanism for not following the LMP.
- 4.13.11 Clarify what provisions will be in place to direct smaller vehicles to preferentially use the Class A spaces;
- 4.13.12 The updated loading management plan to include specific commitments, protocols, performance metrics, penalties, and enforcement protocols. The Scheduling/ Communication protocol provided contains a series of recommended actions but does not include specific commitments to exact these changes;
 - 4.13.12.1 Clarify what protocol and contact information signage will be provided around the site to inform unscheduled deliveries, those new to the site, or residential loading.
 - 4.13.12.2 Provision of a letter from the Kingston hotel, and a revised Shared Loading Agreement confirming acceptance of the relocation of the designated Class B Loading space, outlining policies to ensure effective use of this space.

4.13.12.3 Provision of plans that show the internal connection or other safe and direct connections between the relocated Class B loading bay and the Kingston hotel is still required.

4.13.12.4 Provision of additional consultation with Kingston is required to understand why the Class B loading space is not being used.

Note to Applicant: Design of the development may be required to provide an operable connection and may require modification of the existing building.

4.13.13 Provision of additional clarity is required on garbage collection for Kingston and agreement by Kingston for the new plan is required;

Note to Applicant: A number of concerns have been raised by the Kingston, indicating that the condition to provide a letter of support has not been met. As additional reductions of the number of loading spaces could harm their operations, and have a legal right to use of the loading in the TGO, it is essential that they are supportive of the changes proposed.

4.13.14 Conversion of previously designated shared loading is a significant concern. It is essential that existing issues are fully resolved prior to contemplation of changes.

4.13.15 The Letter indicates that the LMP is insufficient.

Note to Applicant: The passenger zone on Richards is frequently used for loading, as supported by Bunt's observations. While the space is not reserved for the Kingston, it is important that it does not become a loading zone, as it is intended for passenger loading in support of the hotel.

See previous response.

5.0 Conditions of the Development Permit:

- 5.1 All approved off-street vehicle parking, loading and unloading spaces, and bicycle parking spaces shall be provided in accordance with the relevant requirements of the Parking By-law prior to the issuance of any required occupancy permit, or any use or occupancy of the proposed development not requiring an occupancy permit, and thereafter permanently maintained in good condition

END.



Gregory Henriquez
Architect AIBC, OAA, RCA
Architect AAA, AIA, FRAIC
Managing Partner

Richard G. Henriquez
Architect AIBC, AAA, FRAIC,
OAA, RCA, LLD Hon (SFU),
MArch (MIT)
Founding Partner

Peter Lawrence Wood
Architect AIBC, MRAIC
Director of Architecture

Rui Nunes
Architect AIBC, MArch, LEED AP
Director of Architecture

Patricia Tewfik
CA, CPA, MPA
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Norman Huth
Architect AIBC, MRAIC
Director of Interior Architecture

Shawn LaPointe
MArch, BEDS
Director of Architecture

Veronica Gillies
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Henriquez Partners Architects
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April 7, 2017

City of Vancouver
Development and Building Services Centre
515 West 10th Avenue
Vancouver, BC V5Y 3P9

Attention: David Autiero
Re: Loading Bay Conversion to CRU C
For: 768 Seymour Street
DP #: DE 419885

Dear Mr. Autiero,

Enclosed please find the following documents dated April 7, 2017 that constitute a Minor Amendment to the Development Permit for 768 Seymour Street:

- 1) Three (3) signed and sealed sets of Architectural Drawings.
- 2) One (1) copy of a Loading Supply and Demand Review Update by Bunt & Associates dated March 31, 2017.

The following will be hand delivered by our Client Westbank separately:

- 1) One (1) cheque for \$851.00.

As mentioned at the end of our meeting on October 12, 2016, the stakeholders of TELUS Garden are interested in further animating the Lane experience, by converting the current under utilized Loading into more CRU frontage. This would be in addition to the Tractor frontage at the corner of Robson Street and the Lane outlet, and the Wine Bar that is located mid-Lane.

These efforts, combined with the existing Public Art and the enhanced paving treatment, would be consistent with the goals outlined in the original Rezoning application, and would be in keeping with current DVBA pilot projects that are supported by the City of Vancouver.

As recommended by Jerry Dobrovolsky, we have already met with Jennifer Sheel from the City of Vancouver's Engineering Department – Street Activities, on site to review the proposal.



The proposed CRU C (future restaurant) is 187 square meters (58.5 square meters on the Ground Floor and 128.5 square meters on the 2nd Floor). It displaces two (2) Class A Loading stalls on the Ground Floor and Office space on the 2nd Floor. On paper, it represents an increase in density of 0.014 FSR, but since this new Retail FSR is taking over excludable Loading space, there is no real area added beyond the envelope of the building. From a Building Permit and Addressing perspective, we have already identified and worked through the Code and Fire Department issues with the Wine Bar CRU. From a Parking By-law viewpoint, we believe the reduction in Loading bays can be accommodated within the reduced off-street loading supply. This is supported by the loading demand analysis from Bunt & Associates.

In addition to this MA to the DP submission for 768 Seymour Street, we have already made MA to the DPs for 510 West Georgia (CRU A + D), and 777 Richards Street (CRU B).

We believe that the addition of CRU C and others, will certainly realize the full potential of the Lane development for TELUS Garden, and it represents an exciting new opportunity for City building in Vancouver.

Should you require anything more please let me know.

Sincerely,

HENRIQUEZ PARTNERS ARCHITECTS

Peter Lawrence Wood, Architect AIBC, AAA, MRAIC
Director of Architecture



TELUS
westbank

Copyright reserved. The documents and design are an instrument of service and all of its parts remain the exclusive property of HENRIQUEZ PARTNERS ARCHITECTS and may not be reproduced without the express written consent of HENRIQUEZ PARTNERS ARCHITECTS. All designs and related information in whole or in part shown on these documents are for the express use for the specified project only and shall not be used otherwise without the express written consent of HENRIQUEZ PARTNERS ARCHITECTS.

The General Contractor shall verify and be responsible for all dimensions on site and shall inform HENRIQUEZ PARTNERS ARCHITECTS of any variance from the dimensions and conditions shown on the documents. Shop drawings shall be submitted to HENRIQUEZ PARTNERS ARCHITECTS for review and approval prior to fabrication.

HENRIQUEZ PARTNERS ARCHITECTS do not warrant that the drawings are produced to scale. Dimensions may not be scaled from the documents.

NOT FOR
CONSTRUCTION

THIS VARIATION IS TO THE 2ND FLOOR OF THE 8000
AVENUE TO 788 SEYMOUR STREET
REFER TO DRAWINGS DATED APRIL 29, 2018 FOR THE FIRST
AVENUE
THIS AVENUE INCORPORATES THOSE CHANGES AND
BUBBLES ONLY THE NEW CHANGES
800 ROSSBY STREET IS TREATED SEPARATELY

ISSUED FOR DP PRIOR- TO RESPONSE 11 MAY 2018
788 SEYMOUR ST
ISSUED FOR V.A TO 3-P- 788 SEYMOUR ST 07 APR 2017
ISSUED FOR V.A TO 3-P- 788 SEYMOUR ST 03 JUNE 2015
RE ISSUED FOR V.A TO 3-P- 788 SEYMOUR ST 23 APR 2015
ISSUED FOR V.A TO 3-P- 788 SEYMOUR ST 12 NOV 2015
ISSUED FOR DP PRIOR TO CONDITIONS RESPONSE 18 AUG 2014
ISSUED FOR DEVELOPMENT PERMIT APPLICATION 03 FEB 2014

ISSUED FOR: DATE

HENRIQUEZ
PARTNERS
ARCHITECTS
Ground Floor, 402 West Pender St.
Vancouver, BC Canada V6B 1T8
Tel: 604.687.5681 Fax: 604.687.8330

TELUS GARDEN -
EXISTING BLDG RENOVATION
788 SEYMOUR STREET

DRAWING TITLE

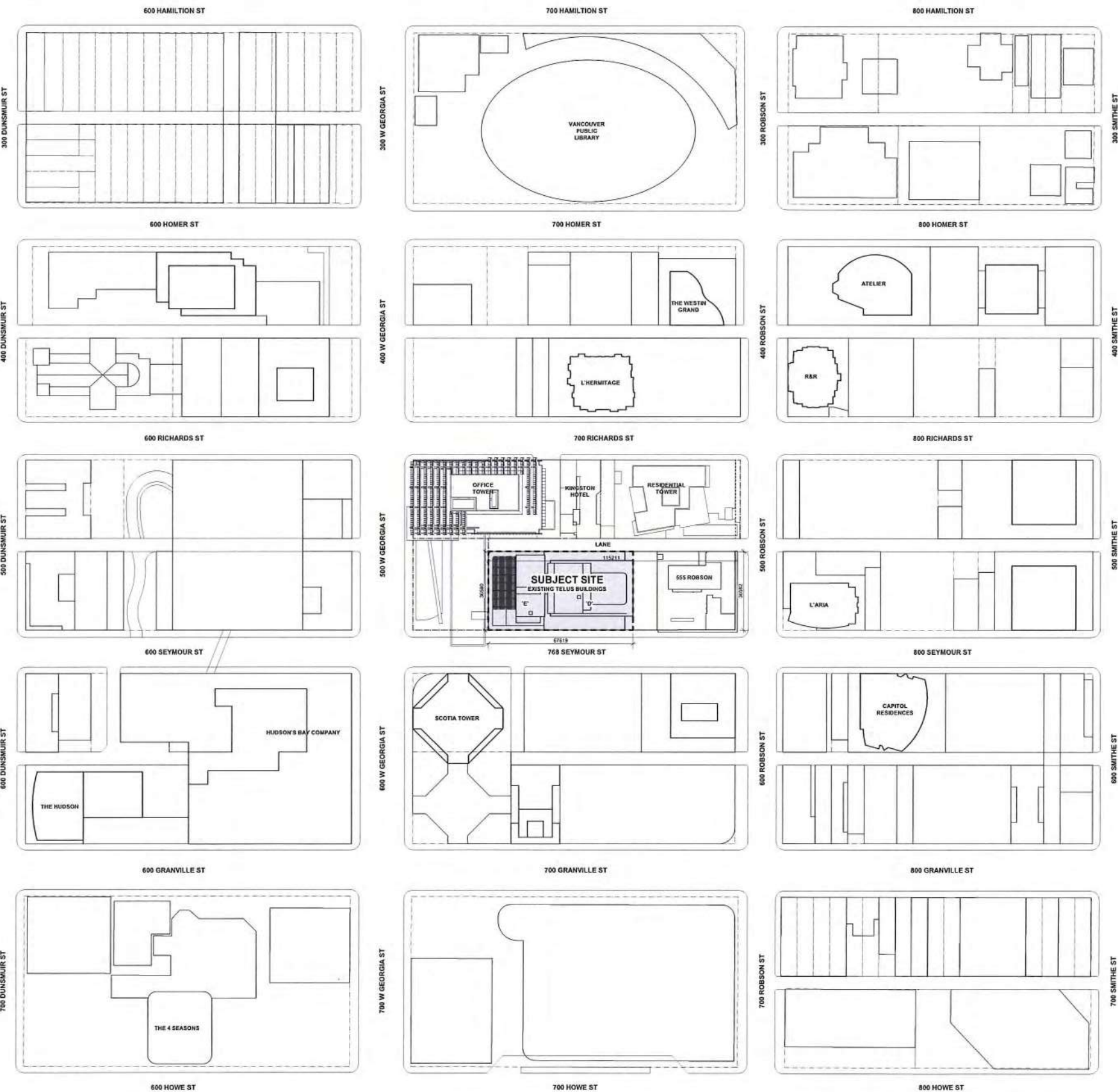
COVER SHEET

DATE	FEB 2014	DESIGN	GG
SCALE	NTS	CHECKED	PW / GH
PROJECT	1007-3		

TELUS Garden - Existing Buildings Renovation
ISSUED FOR DP PRIOR-TO RESPONSE - LOADING BAY CONVERSION
TO CRU 'C' - MAY 11, 2018
Architectural Drawings

DP- 2017 - 00433

A0.00



1 CONTEXT PLAN
Scale: 1:750

ARCHITECTURAL DRAWINGS

A0 - GENERAL INFORMATION & SITE PLANS

A0.00	COVER SHEET
A0.01	CONTEXT PLAN
A0.02	SITE PLAN & PROJECT DATA

A1 - BUILDING FLOOR PLANS

EX_A1.01	EXISTING BASEMENT P1 PLAN
A1.01	PROPOSED BASEMENT PLAN
EX_A1.02	EXISTING GROUND FLOOR PLAN
A1.02	PROPOSED GROUND FLOOR PLAN
AREA A1.02	LEVEL 1 PROPOSED FLOOR PLAN
EX_A1.02M	EXISTING LEVEL 1 MEZZ FLOOR PLAN
A1.02M	PROPOSED LEVEL 1 MEZZ FLOOR PLAN
AREA A1.02M	LEVEL 1 MEZZANINE PROPOSED FLPLAN
EX_A1.03	EXISTING LEVEL 2 FLOOR PLAN
A1.03	PROPOSED LEVEL 2 FLOOR PLAN
AREA A1.03	LEVEL 2 PROPOSED FLOOR PLAN
EX_A1.04	EXISTING LEVEL 3 FLOOR PLAN
A1.04	PROPOSED LEVEL 3 FLOOR PLANx
EX_A1.05	EXISTING LEVEL 4 FLOOR PLAN
A1.05	PROPOSED LEVEL 4 FLOOR PLAN
EX_A1.06	EXISTING LEVEL 5 FLOOR PLAN
A1.06	PROPOSED LEVEL 5 FLOOR PLAN
EX_A1.07	EXISTING LEVEL 6 FLOOR PLAN
A1.07	PROPOSED LEVEL 6 FLOOR PLAN
EX_A1.08	EXISTING LEVEL 7 FLOOR PLAN
A1.08	PROPOSED LEVEL 7 FLOOR PLAN
EX_A1.09	EXISTING LEVEL 8 FLOOR PLAN
A1.09	PROPOSED LEVEL 8 FLOOR PLAN
EX_A1.09M	EXISTING LEVEL 8 MEZZ FLOOR PLAN
A1.09M	PROPOSED LEVEL 8 MEZZ FLOOR PLAN
EX_A1.10	EXISTING LEVEL 9 FLOOR PLAN
A1.10	PROPOSED LEVEL 9 FLOOR PLAN
AREA A1.10	PROPOSED LEVEL 9 FLOOR PLAN
A1.10M	PROPOSED LEVEL 9 MEZZ PLAN
EX_A1.11	EXISTING LEVEL 10 FLOOR PLAN
A1.11	PROPOSED LEVEL 10 FLOOR PLAN
AREA A1.11	PROPOSED LEVEL 10 FLOOR PLAN
EX_A1.12	EXISTING LEVEL 11 FLOOR PLAN
A1.12	PROPOSED LEVEL 11 FLOOR PLAN
EX_A1.13	EXISTING LEVEL 12 FLOOR PLAN
A1.13	PROPOSED LEVEL 12 FLOOR PLAN
EX_A1.14	EXISTING LEVEL 13 FLOOR PLAN
A1.14	PROPOSED LEVEL 13 FLOOR PLAN
EX_A1.15	EXISTING LEVEL 14 FLOOR PLAN
A1.15	PROPOSED LEVEL 14 FLOOR PLAN
EX_A1.16	EXISTING ROOF PLAN
A1.16	PROPOSED ROOF PLAN

A2 - BUILDING SECTIONS

EX_A2.01	EXISTING SECTION A-1
A2.01	PROPOSED SECTION A-1
A2.01a	PROPOSED SECTION A-1a
EX_A2.02	EXISTING SECTION B-1 & C1
A2.02	PROPOSED SECTION B-1 & C1
EX_A2.03	EXISTING SECTION D-1 & E1
A2.03	PROPOSED SECTION D-1 & E1
EX_A2.04	EXISTING SECTION A-2
A2.04	PROPOSED SECTION A-2

A3 - BUILDING EXTERIOR ELEVATIONS

EX_A3.01	EXISTING SOUTH ELEVATION
A3.01	PROPOSED SOUTH ELEVATION
EX_A3.02	EXISTING EAST ELEVATION
A3.02	PROPOSED EAST ELEVATION
EX_A3.03	EXISTING NORTH ELEVATION
A3.03	PROPOSED NORTH ELEVATION
EX_A3.04	EXISTING WEST ELEVATION
A3.04	PROPOSED WEST ELEVATION

A7 - BUILDING ENVELOPE DETAILS

A7.02	PARTIAL BUILDING SECTIONS
A7.03	PARTIAL BUILDING SECTIONS
A7.10	CRU - D-01 PARTIAL PLANS, RCP, ELEVATION & SECTIONS
A7.11	CRU - E-01 PARTIAL PLANS, RCP, ELEVATION & SECTIONS



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NOT FOR CONSTRUCTION

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THIS AMENDMENT INCORPORATES THOSE CHANGES AND BUILDINGS ON THE NEW CHANGES.

555 ROBSON STREET IS TREATED SEPARATELY.

ISSUED FOR 3P PRIOR TO RESPONSE 11 MAY 2015
768 SEYMOUR ST

ISSUED FOR V.A TO D.P. - 768 SEYMOUR ST 07 APR 2017

ISSUED FOR V.A TO D.P. - 768 SEYMOUR ST 03 JUNE 2016

RE-ISSUED FOR V.A TO D.P. - 768 SEYMOUR ST 29 APR 2016

ISSUED FOR V.A TO D.P. - 768 SEYMOUR ST 18 NOV 2015

ISSUED FOR 3P PRIOR TO CONDITIONS RESPONSE 18 AUG 2014

ISSUED FOR DEVELOPMENT PERMIT APPLICATION 03 FEB 2014

ISSUED FOR: DATE

HENRIQUEZ PARTNERS ARCHITECTS
Ground Floor, 402 West Pender St.
Vancouver, BC Canada V6B 1T8
Tel: 604.687.5581 Fax: 604.687.8530

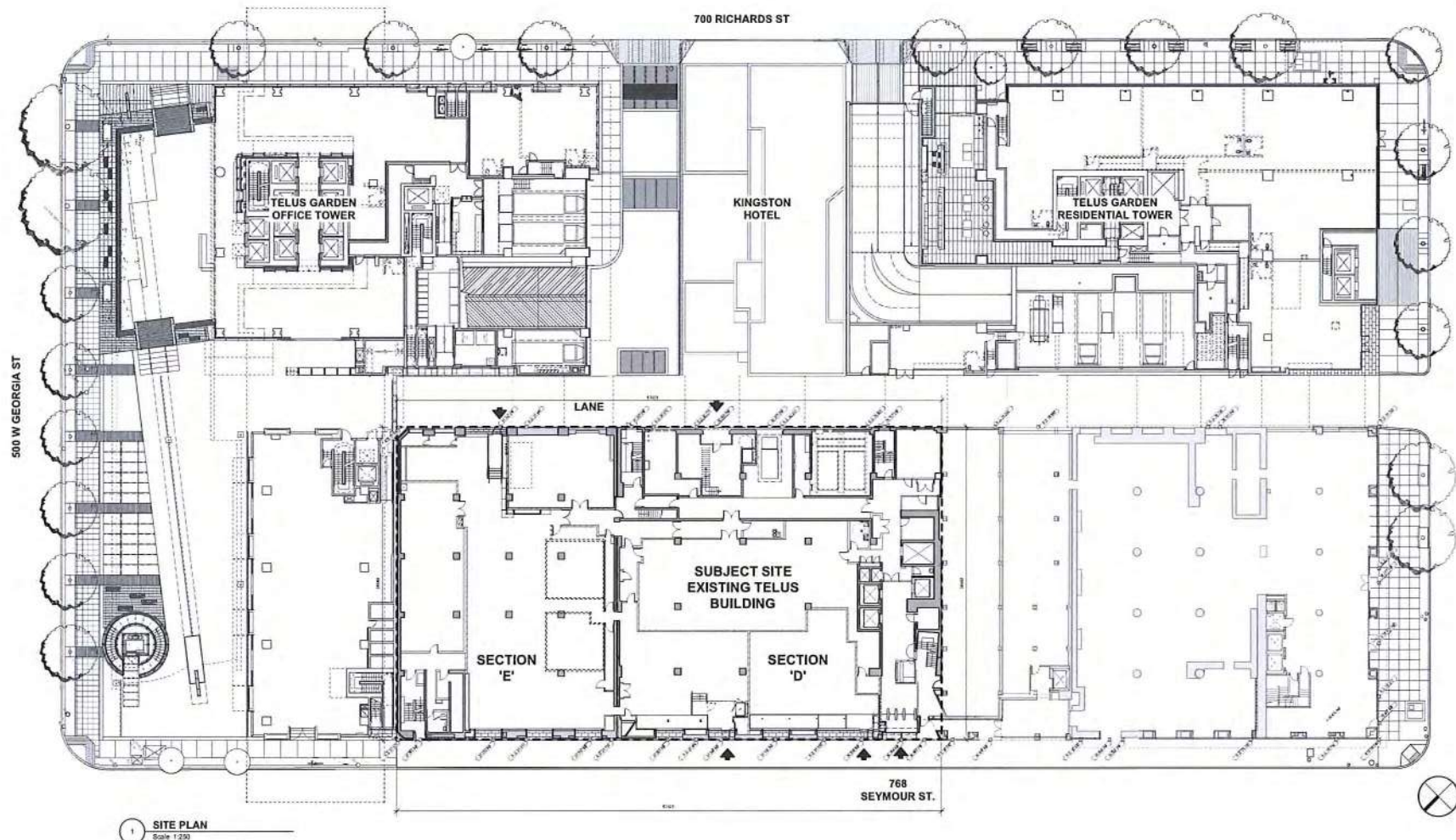
TELUS GARDEN - EXISTING BLDG RENOVATION
768 SEYMOUR STREET

CONTRACT

DRAWING TITLE

CONTEXT PLAN

DATE	FEB 2014	DESIGN	GG
SCALE	1:750	DRAWN	PW / GH
ARCH	1007-3		



1 SITE PLAN
Scale 1:250

FSR AREA SUMMARY

LEVEL	GROSS OFFICE (m2)	GROSS RETAIL (m2)	(OFFICE & RETAIL) TOTAL GROSS (m2)	MECH EXCL (m2)	WALL EXCL OFFICE (m2)	WALL EXCL RETAIL (m2)	FSR OFFICE (m2)	FSR RETAIL (m2)	TOTAL FSR (m2)
P1	330.2		330.2	3,914.6			330.2		330.2
Level 1	1,868.5	1,146.2	3,014.7	1,370.9	2.0	4.9	1,866.5	1,141.3	3,007.8
Level 1 Mezz.	0.0		0.0		0.0		0.0		0.0
Level 2	4,220.5	120.8	4,341.2		20.9		4,199.6	120.8	4,320.4
Level 3	4,216.4		4,216.4		16.7		4,199.7		4,199.7
Level 4	3,822.2		3,822.2		16.7		3,805.5		3,805.5
Level 5	3,823.1		3,823.1		16.7		3,806.4		3,806.4
Level 6	3,820.0		3,820.0		16.7		3,803.3		3,803.3
Level 7	3,767.8		3,767.8		16.7		3,751.1		3,751.1
Level 8	3,798.3		3,798.3		16.7		3,781.6		3,781.6
Level 8 Mezz.	82.3		82.3				82.3		82.3
Level 9	1,731.4		1,731.4		1.3		1,730.1		1,730.1
Level 9 Mezz.	218.9		218.9				218.9		218.9
Level 10	1,067.1		1,067.1				1,067.1		1,067.1
Level 11	1,002.7		1,002.7				1,002.7		1,002.7
Level 12	1,002.7		1,002.7				1,002.7		1,002.7
Level 13	679.3		679.3				679.3		679.3
Level 14	345.8		345.8				345.8		345.8
TOTAL	35,797.2	1,267.0	37,064.1	5,285.5	124.4	4.9	35,672.8	1,262.1	36,934.8

PROPOSED FSR

	OFFICE	RETAIL	TOTAL
GROSS AREA	35,797 sm	1,267 sm	37,064 sm
FSR AREA	35,673 sm	1,262 sm	36,935 sm
PERMITTED FSR AREA (SUB AREA B)			38,872 sm
		Remaining FSR:	-1,937 sm
SITE AREA			4,214.1 sm
PROPOSED FSR			8.76

ZONING ANALYSIS

555 ROBSON & 768 SEYMOUR STREET: CD-1 (525) - SUB AREA B

Legal Description: Lot B Block 54 District Lot 541 NWD Group. Plan BCP50274
Permitted Use: Cultural & Recreational Use, Institutional Use, Office Use, Retail Use, & Service Use

	PERMITTED	PROPOSED
Building Height:	91.5m	63.2m (207.3')
FSR	38,872.00 sm	36,934.80 sm

BICYCLES

	FSR	REQUIRED	PROVIDED
CLASS A			
Office Use	35673 sm		
Min. 1 stalls / 500 sm		71	0
Retail Use	1262 sm		
Min. 1 stalls / 500 sm		3	0
TOTAL CLASS A BICYCLE STALLS		74	0
		0 Horizontal / 0 Horizontal Lockers / 0 Vertical	
Clothing Lockers	0.7 per Stall sm		
		52	0
		Male 26 (9 x 6' & 17 x 3') & Female 26 (9 x 6' & 17 x 3')	
CLASS B			
Office Use	35673 sm		
Min. 6 stalls if over 2,000sm		6	6
Retail Use	1262 sm		
Min. 6 stalls if over 1,000sm		6	6
TOTAL CLASS B BICYCLE STALLS		12	12

CAR PARKING DETAIL

LEVEL	USE	DISABLED	FULL SIZE *	SMALL CAR	TOTAL
P1*	NA	0	60	0	60
TOTAL		0	60	0	60

*NOTE: Parking spaces provided are located in adjoining TELUS Garden Office building basement car park.

LOADING

	FSR	REQUIRED	PROVIDED
CLASS A			
Office Use	35673 sm		
Min. 4 stalls / 20-28,000 sm		4	2
Min. 1 stall / portion of additional 7,500 sm	7673 sm	3	0
Retail Use			
Proposed substitute for Class B truck		0	0
TOTAL CLASS A LOADING		7	2
CLASS B			
Office Use	35673 sm		
Min. 3 stalls / 10-28,000 sm	28000 sm	3	0
Min. 1 stall / portion of additional 15,000 sm	7673 sm	1	0
Retail Use	1262 sm		
First 465sm (1)	465 sm	1	0
Next 1860sm (1)	797 sm	1	0
TOTAL CLASS B LOADING		6	0

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NOT FOR
CONSTRUCTION

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REFER TO DRAWINGS DATED APRIL 28, 2014 FOR THE FIRST AMENDMENT.
THIS AGREEMENT INCORPORATES THOSE CHANGES AND MODIFICATIONS TO THE VENDOR AGREEMENT.
555 ROBSON STREET IS TREATED SEPARATELY.

ISSUED FOR DP PRIOR TO RESPONSE 11 MAY 2014
768 SEYMOUR ST.
ISSUED FOR V.A. TO DP - 768 SEYMOUR ST. 07 APR. 2017
ISSUED FOR V.A. TO DP - 768 SEYMOUR ST. 03 JUNE 2018
RE-ISSUED FOR V.A. TO DP - 768 SEYMOUR ST. 29 APR. 2019
ISSUED FOR VENDOR AGREEMENT TO DP 02 NOV 2019
ISSUED FOR DP PRIOR TO CONDITIONS RESPONSE 18 JUL 2014
ISSUED FOR DETAIL/PERMIT APPLICATION 03 FEB 2014

ISSUED FOR: DATE

HENRIQUEZ
PARTNERS
ARCHITECTS
Ground Floor, 402 West Pender St.
Vancouver, BC, Canada V6B 1T8
Tel: 604.687.5681 Fax: 604.687.8530

TELUS GARDEN -
EXISTING BLDG RENOVATION
768 SEYMOUR STREET

CONTRACT

SITE PLAN & PROJECT DATA

DATE	FEB 2014	DESIGN	GG
SCALE	1:250	CHECKED	PW / GH
ANNO	1007-3		

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THIS AVENUEMENT INCORPORATES THOSE CHANGES AND ISSUES ONLY THE NEW CHANGES.

THE ROYAL STREET IS TREATED SEPARATELY.

ISSUED FOR D.P. PRIOR TO RESPONSE 11 MAY 2016
768 SEYMOUR ST.

ISSUED FOR V.A. TO D.P. - 768 SEYMOUR ST. 07 APR. 2017

ISSUED FOR V.A. TO D.P. - 768 SEYMOUR ST. 03 JUNE 2019

RE-ISSUED FOR V.A. TO D.P. - 768 SEYMOUR ST. 20 APR. 2016

ISSUED FOR VINCOR AVENUEMENT TO D.P. 12 NOV 2019

ISSUED FOR D.P. PRIOR TO CONDITIONS RESPONSE 18 AUG 2014

ISSUED FOR DEVELOPMENT PERMIT APPLICATION 03 FEB 2014

ISSUED FOR: DATE

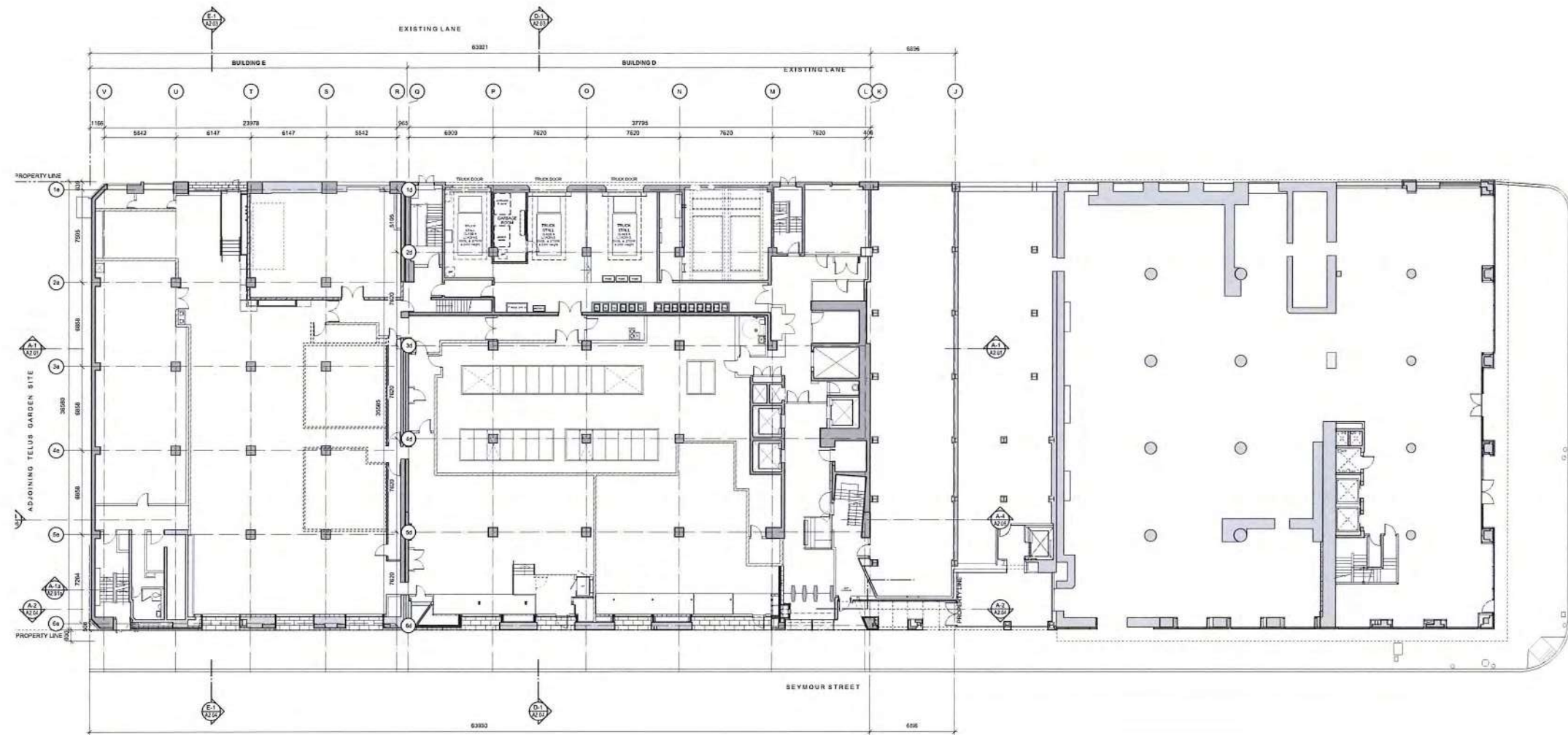
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Ground Floor, 402 West Pender St.
Vancouver, BC, Canada V6B 1T8
Tel: 604.687.5681 Fax: 604.687.8330

TELUS GARDEN - EXISTING BLDG RENOVATION
768 SEYMOUR STREET

CONSULTANT

LEVEL 01 EXISTING FLOOR PLAN

DATE: FEB 2014 DRAWN: GG
SCALE: 1:150 CHECKED: PW / GH
REVISION: 1007-3



1 LEVEL 01 EXISTING FLOOR PLAN
Scale: 1:150

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NOT FOR CONSTRUCTION

THIS WORK IS A DEVELOPMENT TO THE 3-P. IS THE SECOND AVENUE/VEHICLE TO THE SEYMOUR STREET REFER TO DRAWINGS DATED APRIL 28, 2014 FOR THE FIRST AVENUE/VEHICLE.

THIS DEVELOPMENT INCORPORATES THREE CHANGES AND SUBSTITUTES ONLY THE NEW CHANGES.

THE ROSSBY STREET IS TREATED SEPARATELY.

ISSUED FOR 3P PRIOR TO RESPONSE 11 MAY 2014
FOR SEYMOUR ST.

ISSUED FOR V.A. TO 3P - TEL SEYMOUR ST. 01 APR 2017

ISSUED FOR V.A. TO 3P - TEL SEYMOUR ST. 03 JUNE 2016

RE-ISSUED FOR V.A. TO 3P - TEL SEYMOUR ST. 28 APR 2015

ISSUED FOR VIKOR AVENUE/VEHICLE TO 3P 12 NOV 2015

ISSUED FOR 3P PRIOR TO CONDITIONS RESPONSE 14 AUG 2014

ISSUED FOR DEVELOPMENT PERMIT APPLICATION 03 FEB 2014

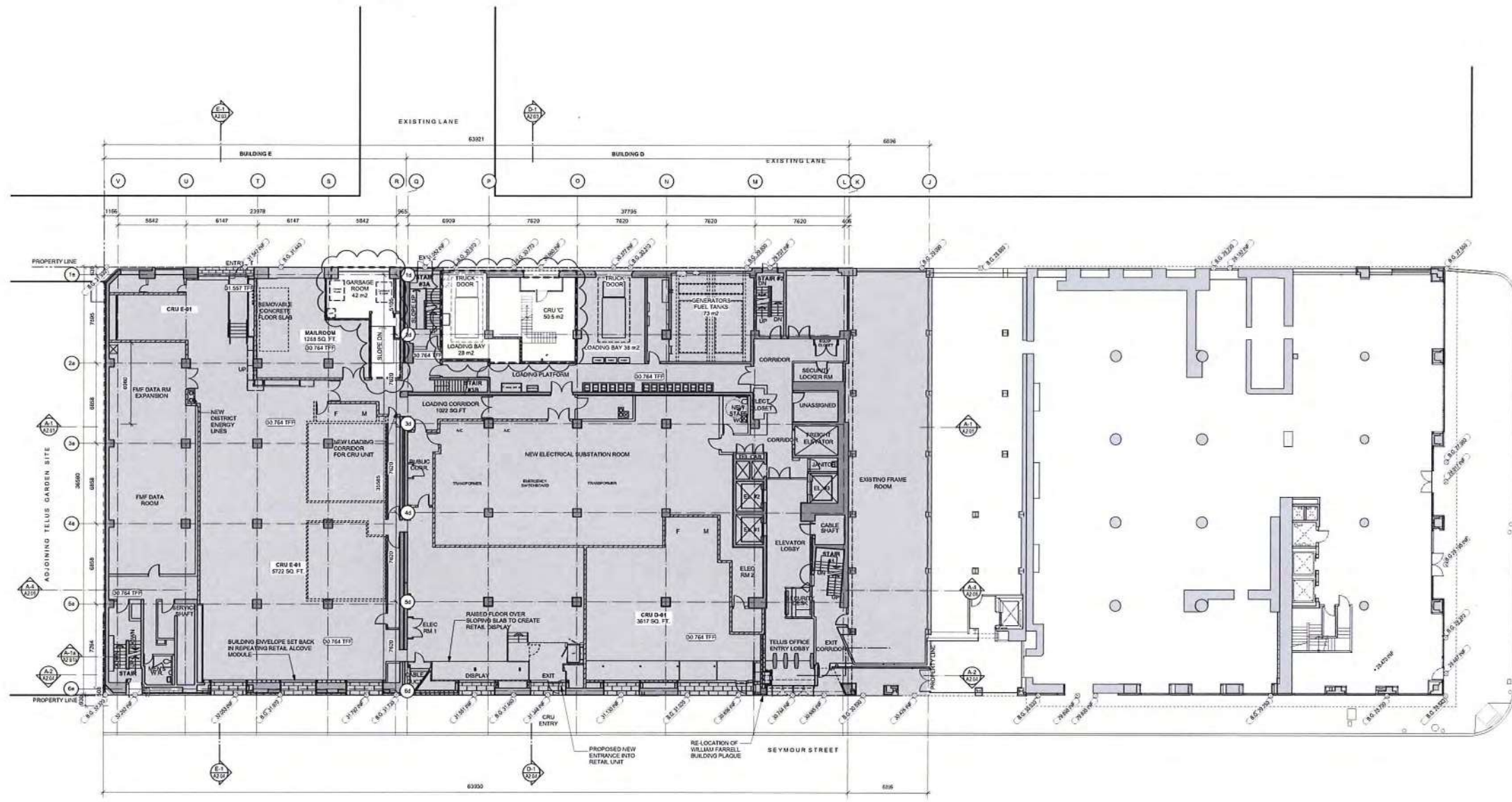
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TELUS GARDEN - EXISTING BLDG RENOVATION
768 SEYMOUR STREET

LEVEL 1 PROPOSED FLOOR PLAN

DATE: FEB 2014 DRAWN: GG
SCALE: 1:100 CHECKED: PW / GH
JOB NO: 1007-3



EXTENT OF EXISTING BUILDING TO REMAIN UNALTERED BY NEW WORK
EXTENT OF NEW WORK

1 PROPOSED GROUND FLOOR PLAN
Scale: 1:100

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NOT FOR CONSTRUCTION

THIS VARIATION IS IN ACCORDANCE WITH THE 2014 BC BUILDING ACT AND THE 2014 BC BUILDING REGULATION.

REFER TO DRAWINGS DATED APRIL 28, 2014 FOR THE FIRST VARIATION.

THIS VARIATION INCORPORATES THOSE CHANGES AND REVISIONS ONLY THE NEW CHANGES.

558 ROSSIGNOL STREET IS TREATED SEPARATELY.

ISSUED FOR DP PRIOR TO RESPONSE 11 MAY 2014

ISSUED FOR VA TO DP - 188 SEYMOUR ST 07 APR 2017

ISSUED FOR VA TO DP - 188 SEYMOUR ST 03 JUNE 2015

RE-DESIGNED FOR VA TO DP - 188 SEYMOUR ST 28 APR 2016

ISSUED FOR VARIATION TO DP 12 NOV 2015

ISSUED FOR DP PRIOR TO CONDITIONS RESPONSE 18 AUG 2014

ISSUED FOR DEVELOPMENT PERMIT APPLICATION 03 FEB 2014

ISSUED FOR: DATE

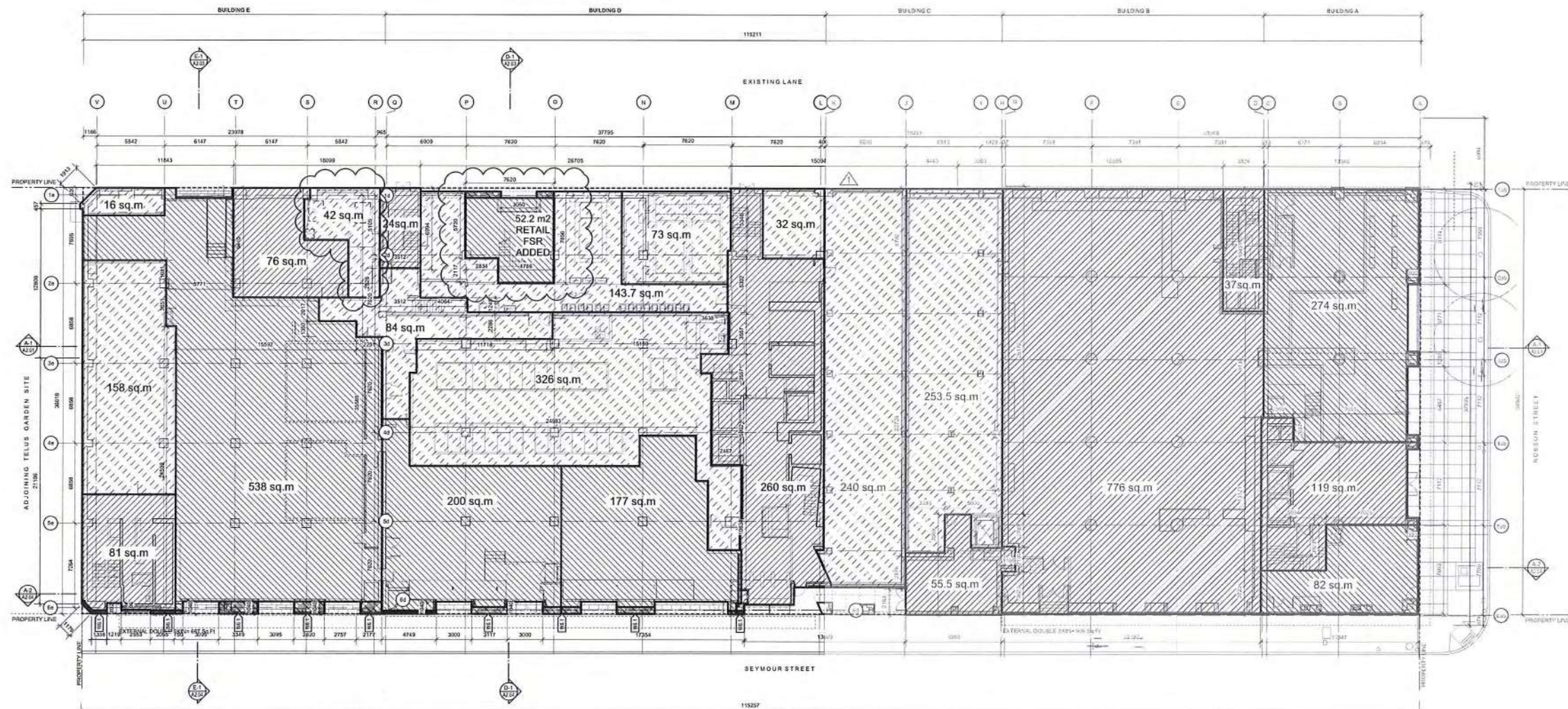
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Vancouver, BC Canada V6B 1T8
Tel: 604.687.2681 Fax: 604.687.8530

TELUS GARDEN - EXISTING BLDG RENOVATION
768 SEYMOUR STREET

DATE: 11/11/2014

LEVEL 1 PROPOSED FLOOR PLAN

DATE	FEB 2014	DRAWN	GG
SCALE	1:100	CHECKED	PW / GH
NO.	1007-3		



LEGEND

- OFFICE AREA
- RETAIL AREA
- OFFICE EXCLUDED AREA
- RETAIL WALL EXCLUSIONS
- OFFICE WALL EXCLUSIONS

1 PROPOSED GROUND FLOOR PLAN
Scale 1:100

THIS WHOLE AMENDMENT TO THE D.P. IS THE SECOND
AMENDMENT TO 788 SEYMOUR STREET

REFER TO DRAWINGS DATED APRIL 22, 2016 FOR THE FIRST
AMENDMENT

THIS AMENDMENT INCORPORATES THOSE CHANGES AND
SUGGESTS ONLY THE NEW CHANGES

\$\$\$ ROSSON STREET IS TREATED SEPARATELY

ISSUED FOR DP PRIOR - TO RESPONSE	17 MAY 2018
ISSUED FOR V.A TO D.P. - 768 SEYMOUR ST	07 APR 2017
ISSUED FOR V.A TO D.P. - 768 SEYMOUR ST	03 JUNE 2016
ISSUED FOR V.A TO D.P. - 768 SEYMOUR ST	29 APR 2016
ISSUED FOR V.VIA AN AGREEMENT TO D.P.	12 NOV 2015
ISSUED FOR DP PRIOR TO CONDITIONS RESPONSE	18 AUG 2014
ISSUED FOR DEVELOPMENT PERMIT APPLICATION	03 FEB 2014

ISSUED FOR: _____ DATE: _____

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PARTNERS
ARCHITECTS**
Ground Floor, 402 West Pender St.
Vancouver, BC Canada V6B 1T8
Tel. 604.687.5681 Fax 604.687.8530

**TELUS GARDEN -
EXISTING BLDG RENOVATION
768 SEYMOUR STREET**

CHOL 74W

**LEVEL 02 EXISTING
FLOOR PLAN**

DATE	FEB 2014	STATUS	GG
TIME	1:150	OPERATOR	PW/GH
UNIT NO	1007-3		

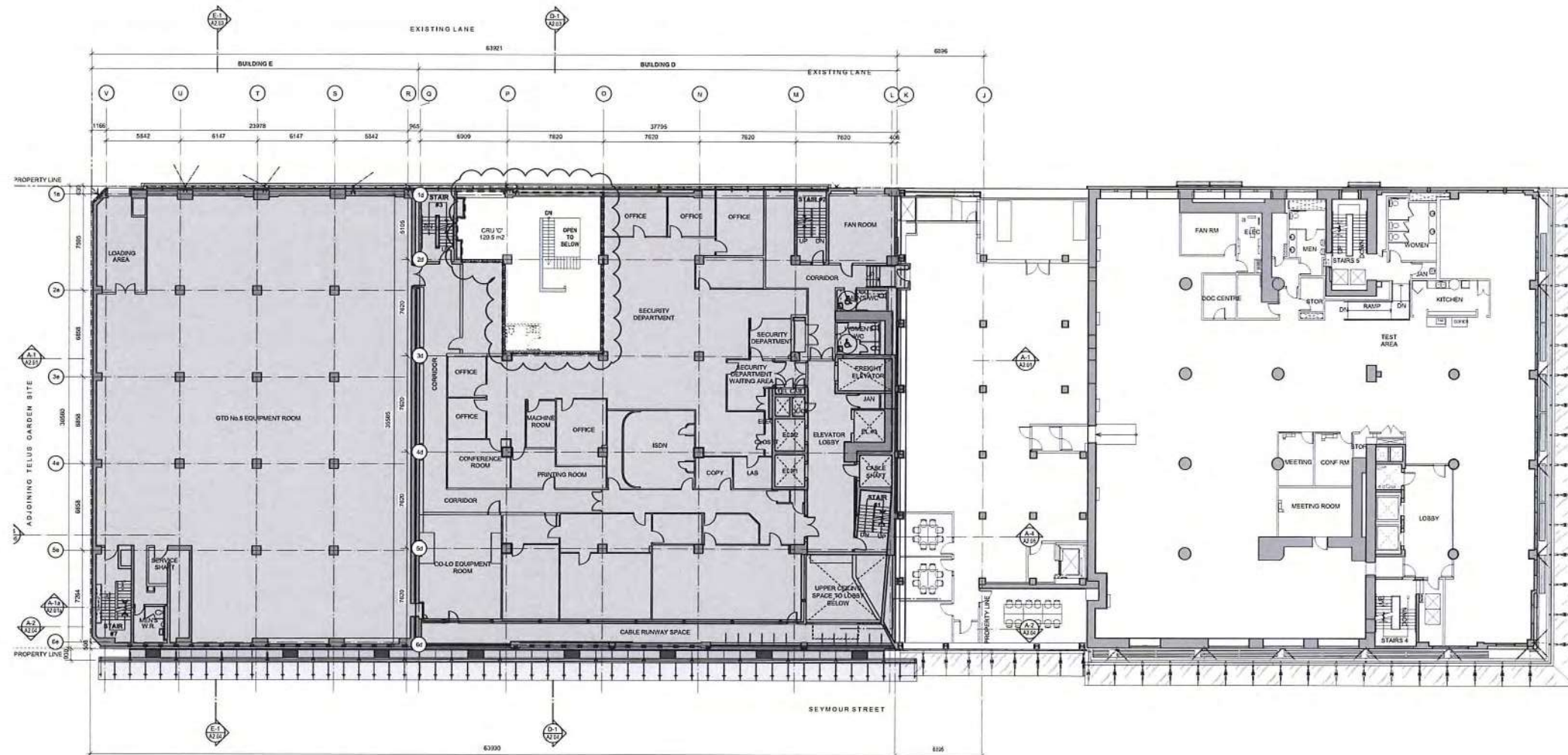
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REFER TO DRAWINGS DATED APRIL 23, 2014 FOR THE FIRST AGREEMENT.
THIS AGREEMENT INCORPORATES THOSE CHANGES AND REVISIONS ONLY THE VENDOR CHANGES.
SIB ROSSOV STREET IS TREATED SEPARATELY.



EXTENT OF EXISTING BUILDING TO REMAIN UNALTERED BY NEW WORK
EXTENT OF NEW WORK

1 LEVEL 2 PROPOSED FLOOR PLAN
Scale: 1:150

ISSUED FOR DP PRIOR - TO RESPONSE 11 MAY 2014
ISSUED FOR VA TO DP - 788 SEYMOUR ST 07 APR 2017
ISSUED FOR VA TO DP - 788 SEYMOUR ST 03 JUNE 2016
RE-ISSUED FOR VA TO DP - 788 SEYMOUR ST 29 APR 2016
ISSUED FOR VENDOR AGREEMENT TO DP 12 NOV 2015
ISSUED FOR DP PRIOR TO CONDITIONS RESPONSE 18 AUG 2014
ISSUED FOR DEVELOPMENT PERMIT APPLICATION 03 FEB 2014

ISSUED FOR: DATE

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Vancouver, BC, Canada V6B 1T8
TEL: 604.687.5681 FAX: 604.687.8830

TELUS GARDEN - EXISTING BLDG RENOVATION
788 SEYMOUR STREET

CONSULTANT

LEVEL 2 PROPOSED FLOOR PLAN

DATE: FEB 2014 DRAWN: GG
SCALE: 1:150 CHECKED: PW / GH
JOB NO: 1007.3

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NOT FOR CONSTRUCTION

THIS VARIATION TO THE D.P. IS THE SECOND AMENDMENT TO THE D.P. FOR THE FIRST AMENDMENT.

REFER TO DRAWINGS DATED APRIL 29, 2014 FOR THE FIRST AMENDMENT.

THIS AMENDMENT INCORPORATES THOSE CHANGES AND SUBSTITUTES THE NEW CHANGES.

SEE ROSSON STREET B. TREATED SEPARATELY.

ISSUED FOR D.P. PRIOR TO RESPONSE 18 MAY 2014
768 SEYMOUR ST.

ISSUED FOR V.A. TO D.P. - 768 SEYMOUR ST. 07 APR 2017

ISSUED FOR V.A. TO D.P. - 768 SEYMOUR ST. 03 JUN 2019

RE ISSUED FOR V.A. TO D.P. - 768 SEYMOUR ST. 29 APR 2016

ISSUED FOR VARIATION AMENDMENT TO D.P. 12 NOV 2015

ISSUED FOR D.P. PRIOR TO CONDITIONS RESPONSE 18 AUG 2014

ISSUED FOR DEVELOPMENT PERMIT APPLICATION 03 FEB 2014

ISSUED FOR: DATE

HENRIQUEZ PARTNERS ARCHITECTS
Ground Floor, 402 West Pender St.
Vancouver, BC, Canada V6G 1T8
Tel: 604.687.5881 Fax: 604.687.8530

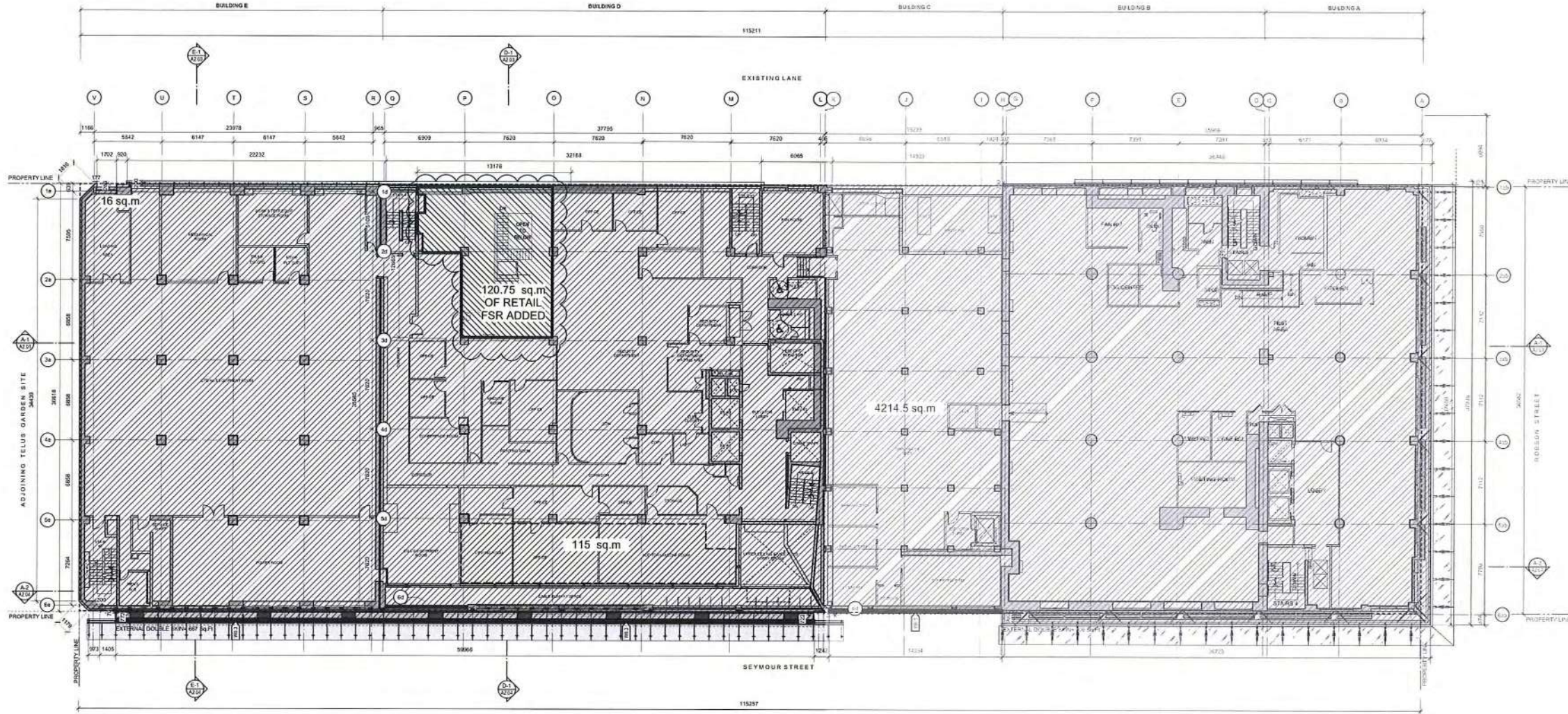
TELUS GARDEN - EXISTING BLDG RENOVATION
768 SEYMOUR STREET

CONTRACT

LEVEL 2 PROPOSED FLOOR PLAN

DATE: FEB 2014 DRAWN: GG
SCALE: 1:150 CHECKED: PW / GH
JOB NO: 1007-3

AREA 1.03



LEGEND

- OFFICE AREA
- RETAIL AREA
- OFFICE EXCLUDED AREA
- RETAIL WALL EXCLUSIONS
- OFFICE WALL EXCLUSIONS

1 LEVEL 2 PROPOSED FLOOR PLAN
Scale: 1:150

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THIS VINCOR AMENDMENT TO THE D.P. IS THE SECOND AMENDMENT TO THE D.P. FOR THE FIRST AMENDMENT.

THIS AMENDMENT INCORPORATES THOSE CHANGES AND REVISIONS ONLY THAT HAVE BEEN CHANGED.

555 ROSSIGN STREET IS TREATED SEPARATELY.

ISSUED FOR OP. PRIOR. TO RESPONSE: 11 MAY 2016
ISSUED FOR V.A. TO D.P. - TEL SEYMOUR ST.: 07 APR. 2017
ISSUED FOR V.A. TO D.P. - TEL SEYMOUR ST.: 03 JUNE 2016
RE-ISSUED FOR V.A. TO D.P. - TEL SEYMOUR ST.: 29 APR. 2016
ISSUED FOR VINCOR AMENDMENT TO D.P.: 12 NOV 2015
ISSUED FOR OP. PRIOR. TO CONDITIONS RESPONSE: 18 AUG 2014
ISSUED FOR DEVELOPMENT PERMIT APPLICATION: 03 FEB 2014

ISSUED FOR: DATE

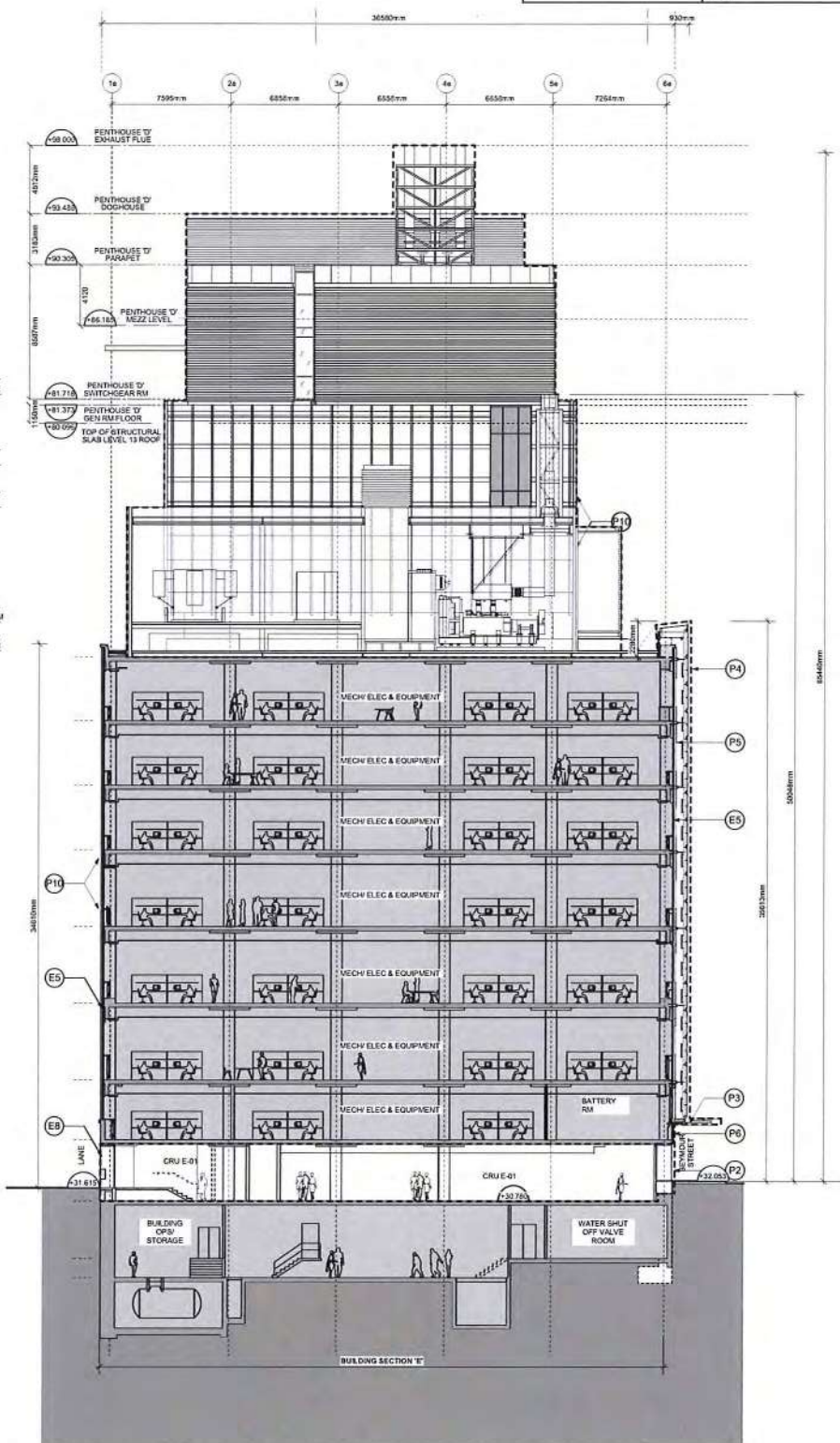
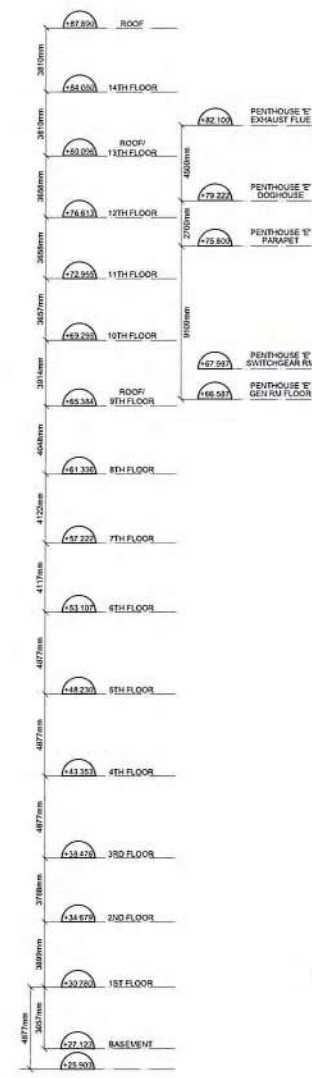
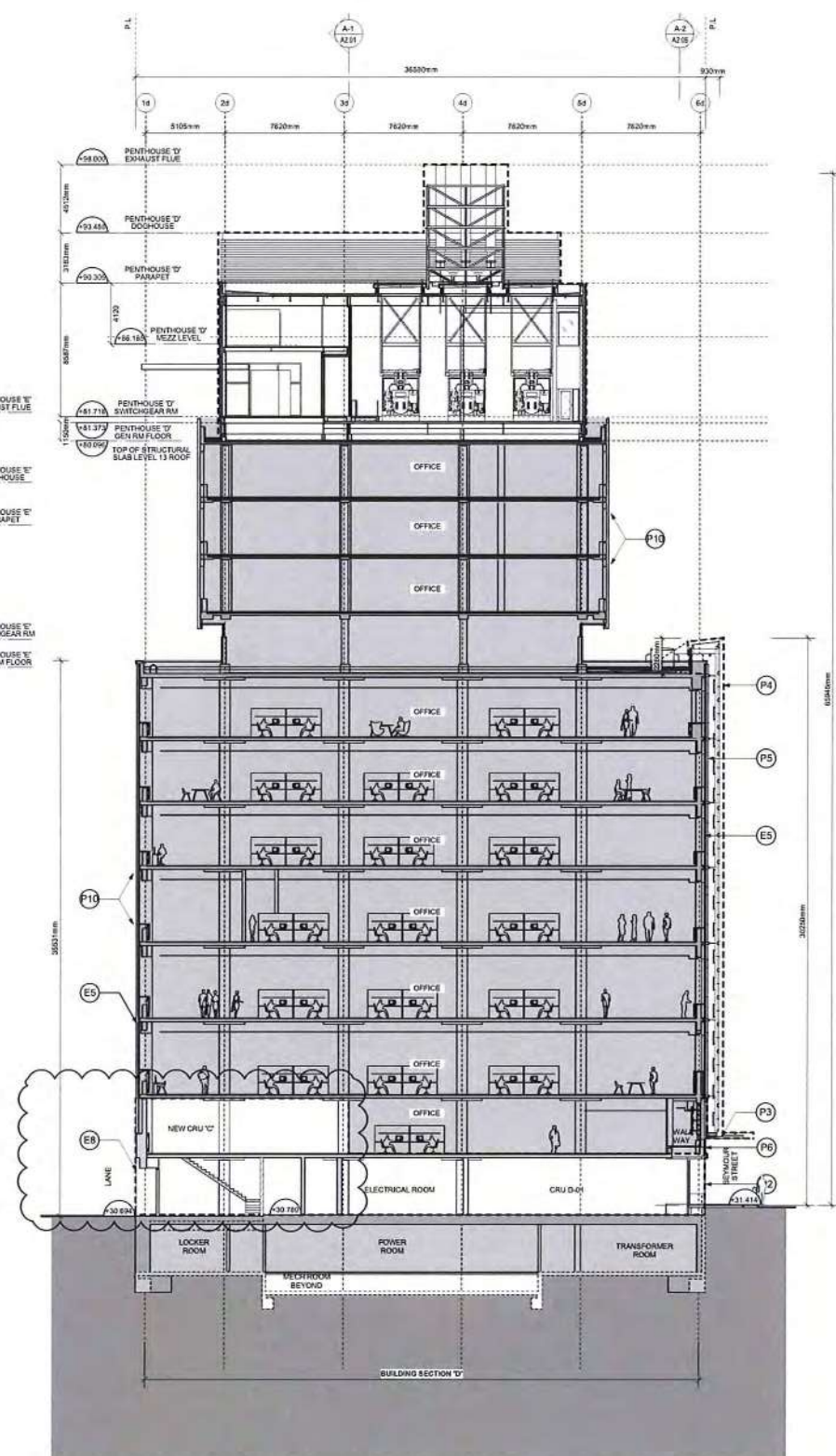
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Tel: 604.687.5661 Fax: 604.687.8330

TELUS GARDEN - EXISTING BLDG RENOVATION
768 SEYMOUR STREET

PROPOSED SECTIONS D-1 & E-1

DATE: FEB 2014 DRAWN: GG
SCALE: CHECKED: PW / GH
SHEET: 1007-3

PROPOSED NEW MATERIAL FINISHES:	EXISTING MATERIAL FINISHES:
(P1) NEW CLADDING FINISH	(E1) EXISTING CONC. CLADDING/ FINISH
(P2) NEW STONE VENEER CLADDING	(E2) EXISTING STONE CLADDING
(P3) NEW GLASS CANOPY	(E3) EXISTING CANOPES
(P4) NEW DOUBLE SKIN FACADE	(E4) EXISTING DOUBLE SKIN FACADE
(P5) NEW TRANSLUCENT INT. ART WALL	(E5) EXISTING CURTAIN WALL
(P6) NEW ARCHITECTURAL LOUVRES	(E6) EXISTING LOUVRES
(P7) NEW ARCHITECTURAL SCREENING	(E7) EXISTING SCREENING
(P8) NEW PAINTED FINISH	(E8) EXISTING PARGE/COAT FINISH
(P9) NEW GREEN WALL	
(P10) NEW FILM FINISH TO SPANDRELS	
	[] EXTENT OF EXISTING BUILDING TO REMAIN UNALTERED BY NEW WORK
	[] EXTENT OF NEW WORK



- LEGEND**
- EXISTING MATERIAL FINISHES:
- (E1) EXISTING CONC. CLADDING/ FINISH
 - (E2) EXISTING STONE CLADDING
 - (E3) EXISTING CANOPES
 - (E4) EXISTING DOUBLE SKIN FACADE
 - (E5) EXISTING CURTAIN WALL
 - (E6) EXISTING LOUVRES
 - (E7) EXISTING SCREENING
 - (E8) EXISTING PARGE/COAT FINISH

TELUS
westbank

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NOT FOR CONSTRUCTION

THIS VARIATION TO THE D.P. IS THE SECOND VARIATION TO THE D.P. FOR THE FIRST VARIATION.

REFER TO DRAWINGS DATED APRIL 29, 2014 FOR THE FIRST VARIATION.

THIS VARIATION INCORPORATES THOSE CHANGES AND SUBSIDIARY THE VARIATION CHANGES.

SEE ROSSON STREET & TREATED SEPARATELY

ISSUED FOR D.P. PRIOR TO RESPONSE 11 MAY 2014

ISSUED FOR V.A. TO D.P. - 118 SEYMOUR ST 27 APR 2017

ISSUED FOR V.A. TO D.P. - 118 SEYMOUR ST 08 APR 2018

RE-ISSUED FOR V.A. TO D.P. - 118 SEYMOUR ST 28 APR 2018

ISSUED FOR V.A. TO D.P. - 118 SEYMOUR ST 12 NOV 2015

ISSUED FOR D.P. PRIOR TO CONVENTIONS RESPONSE 18 AUG 2014

ISSUED FOR DEVELOPMENT PERMIT APPLICATION 03 FEB 2014

HENRIQUEZ PARTNERS ARCHITECTS
Ground Floor, 402 West Pender St.
Vancouver, BC Canada V6B 1T8
Tel: 604.687.5681 Fax: 604.687.8530

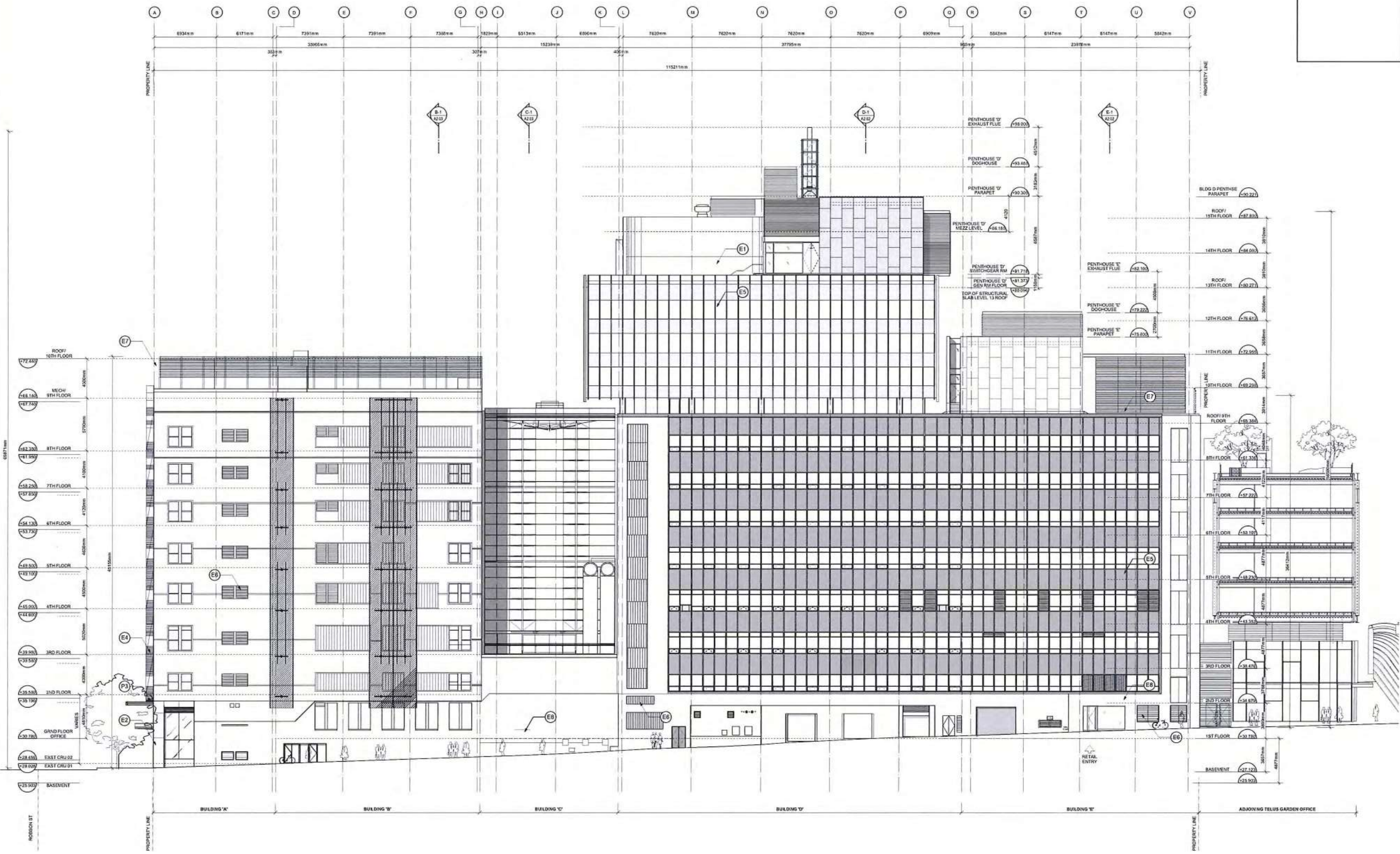
TELUS GARDEN - EXISTING BLDG RENOVATION
768 SEYMOUR STREET

EXISTING EAST ELEVATION

DATE: FEB 2014 DRAWN: GG

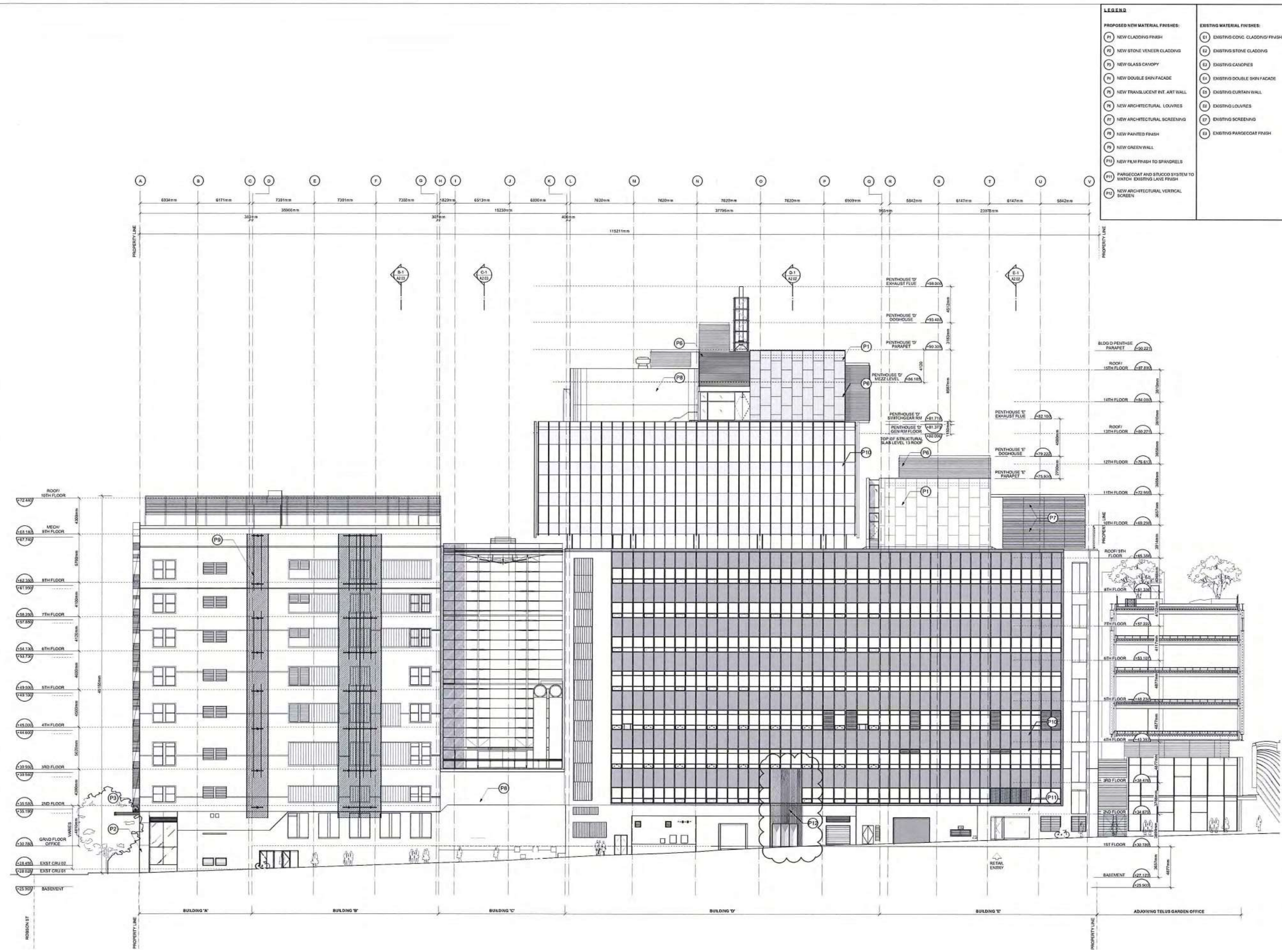
SCALE: OVERSIZED CHECKED: PW / GH

PROJECT: 1007-3



1 EAST ELEVATION - LANE
Scale: 1:150

*PLEASE NOTE: Existing conditions and dimensions noted for reference only. All field conditions and dimensions to be verified on site with later measured survey.



1 EAST ELEVATION - LANE
Scale: 1:150

*PLEASE NOTE: Existing conditions and dimensions noted for reference only. All field conditions and dimensions to be verified on site with laser measured survey

LEGEND	
PROPOSED NEW MATERIAL FINISHES:	
(P1)	NEW CLADDING FINISH
(P2)	NEW STONE VENEER CLADDING
(P3)	NEW GLASS CANOPY
(P4)	NEW DOUBLE SKIN FACADE
(P5)	NEW TRANSLUCENT INT. ART WALL
(P6)	NEW ARCHITECTURAL LOUVRES
(P7)	NEW ARCHITECTURAL SCREENING
(P8)	NEW PAINTED FINISH
(P9)	NEW GREEN WALL
(P10)	NEW FRAM FINISH TO SPANDRELS
(P11)	PARGE COAT AND BRUCCO SYSTEM TO MATCH EXISTING LANE FINISH
(P12)	NEW ARCHITECTURAL VERTICAL SCREEN
EXISTING MATERIAL FINISHES:	
(E1)	EXISTING CONC. CLADDING FINISH
(E2)	EXISTING STONE CLADDING
(E3)	EXISTING CANOPIES
(E4)	EXISTING DOUBLE SKIN FACADE
(E5)	EXISTING CURTAIN WALL
(E6)	EXISTING LOUVRES
(E7)	EXISTING SCREENING
(E8)	EXISTING PARGE COAT FINISH

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REFER TO DRAWINGS DATED APRIL 25, 2014 FOR THE FIRST AGREEMENT.

THIS AGREEMENT INCORPORATES THOSE CHANGES AND REVISIONS TO THE D.P. CHANGES.

888 ROSSVILL STREET & TREATED SEPARATELY

ISSUED FOR D.P. PRIOR TO RESPONSE 11 MAY 2014
768 SEYMOUR ST.

ISSUED FOR V.A. TO D.P. - 768 SEYMOUR ST. 07 APR 2017

ISSUED FOR V.A. TO D.P. - 768 SEYMOUR ST. 03 JUN 2018

RE-ISSUED FOR V.A. TO D.P. - 768 SEYMOUR ST. 28 APR 2019

ISSUED FOR VENDOR AGREEMENT TO D.P. 12 NOV 2015

ISSUED FOR D.P. PRIOR TO CONDITIONS RESPONSE 18 AUG 2014

ISSUED FOR DEVELOPMENT PERMIT APPLICATION 03 FEB 2014

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JOB TITLE: **TELUS GARDEN - EXISTING BLDG RENOVATION 768 SEYMOUR STREET**

DATE: 03 FEB 2014

PROPOSED EAST ELEVATION

DATE: FEB 2014 DRAWN: GG

SCALE: OVERVIEW DESIGNED: PW / GH

JOB NO: 1007-3



March 31, 2017
4241.51

Rhiannon Mabberley
501 Robson Residential
501, 1067 West Cordova Street
Vancouver, BC V6C 1C7

VIA E-MAIL: Rhiannon@westbankcorp.com

Dear Rhiannon:

**Re: TELUS Garden Laneway CRU Conversion
Loading Supply and Demand Review Update**

Further to a Loading Supply and Demand Review that Bunt & Associates prepared in October 2016, the City requested that updated loading observations be conducted now that the buildings within the TELUS "block" is more fully occupied. In addition, the City requested the review to include underground loading spaces located within the TELUS Garden Office (TGO) building, as well as loading activities along Richard Street, Robson Street and West Georgia Street.

The attached document summarizes our findings. In addition, amendments to the management protocols that are outlined in the approved Loading Management Plan (LMP) are also proposed to reflect the proposed changes to ensure loading activities for all the buildings within the TELUS Garden block will continue to be accommodated within the off-street loading spaces available.

Yours truly,
Bunt & Associates

A handwritten signature in black ink, appearing to read "Christephen Cheng", written over a large, stylized, looped flourish.

Christephen Cheng, P.Eng.
Senior Transportation Engineer

A handwritten signature in black ink, appearing to read "Amy Do", written in a cursive style.

Amy Do, EIT
Transportation Analyst

cc. Peter Wood, Henriquez Partners Architects

1. BACKGROUND

The TELUS Garden Office Tower (TGO), located at 510 West Georgia Street, was officially opened in September 2015. As of September 2016, TGO is currently fully occupied with office tenants, with an occupancy rate of 98%.

The TELUS Garden Residential Tower (TGR), located at 777 Richards Street, was completed in the summer of 2016. Two out of the four ground floor retail units are open and operating (CIBC Bank and Tractor Everyday Healthy Foods) while the two (Jinya Ramen Bar) and a wine bar on the lane will be opening shortly. The upper-level office is now occupied by an accounting software firm (Bench Accounting) in entirety.

The residential units at TGR have their own loading facilities (located at P1 of the underground parking) and they are included as part of this loading demand review.

The William Farrell Building (TGE), located at 768 Seymour Street, is currently in operation despite having a renovation underway to update the exterior walls and to convert a number of office floors into a data equipment room. A fitness centre (Innovative Fitness) is also in operation with entrance located off the laneway.

Finally, the office building at 555 Robson Street (555 Robson) is currently vacant while a renovation is underway.

A total of 5 Class B and 5 Class A loading spaces are located at the ground floor to serve the entire TELUS Garden block, although one of the Class B loading space at TGO (the west loading space) is currently closed and used as a Garbage storage area.

The approved DP drawings for TGO identified a total 10 Class A loading spaces located in the underground parking levels and were provided as such at building occupancy. Subsequent to that, 8 of the 10 Class A loading spaces were modified to instead function as parking spaces, leaving 2 Class A loading spaces beneath TGO. As well, there is a single Class A and a single Class B loading space located in the underground parking of TGR to serve the loading demand for the residential use. **Figure 1** shows the location of all the commercial loading spaces above grade located within the TELUS Garden Block.

Based on the operator's feedback at TGO, and in an effort to further animate and enhance the pedestrian experience along the laneway within the TELUS Garden Block, Westbank and TELUS are proposing to convert a number of existing off-street loading spaces to laneway CRUs. This effort would support the current CRU and public art initiatives in the Lane, and build upon the City supported pilot project by the Downtown Vancouver Business Improvement Association (DVBIA) to better utilize the laneways in downtown Vancouver.

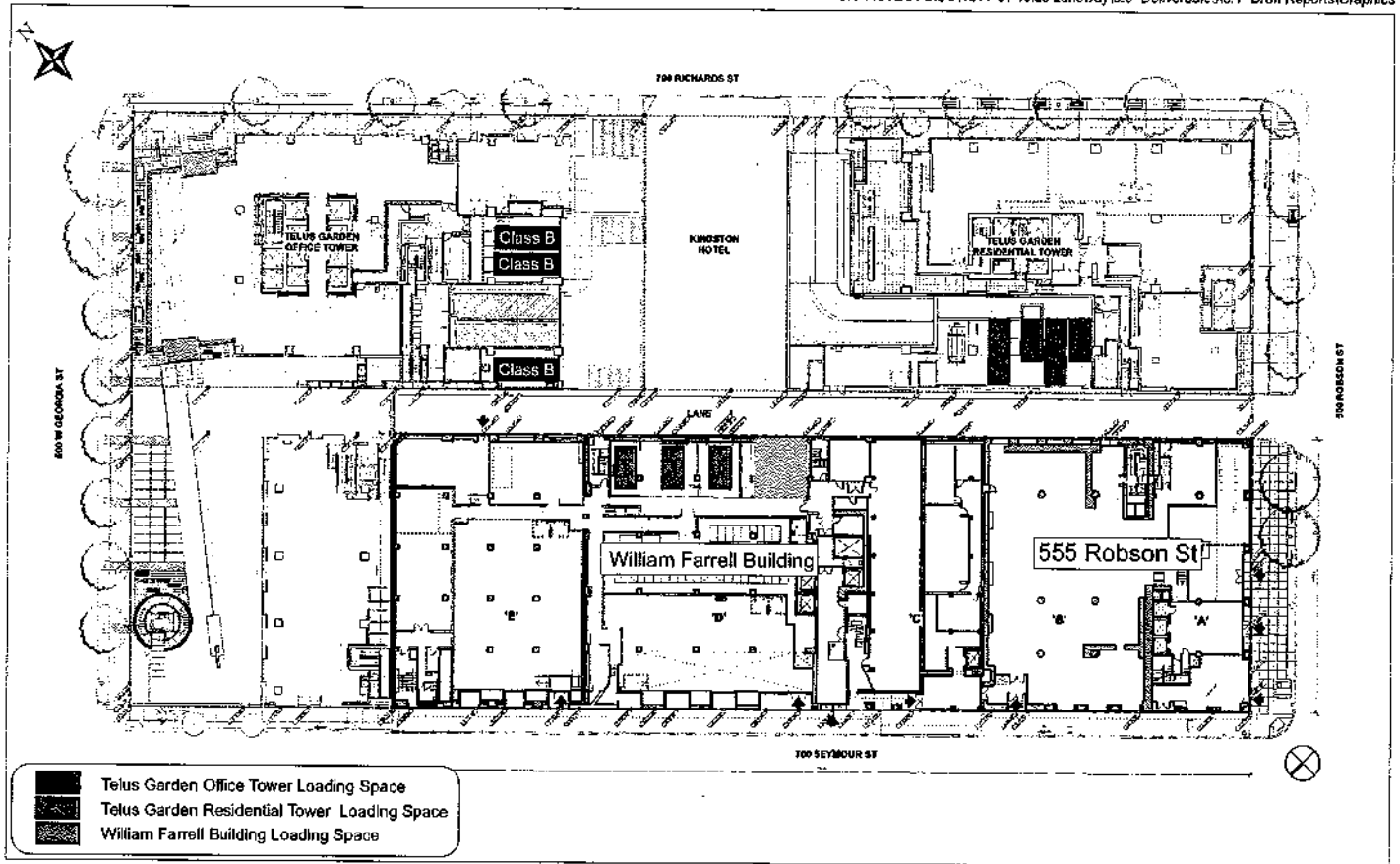


Figure 1
Existing Commercial Loading Spaces at Telus Garden Block

Telus Garden Laneway, Vancouver, BC
4241.51 March 2017 Scale NTS



In particular, the proposed conversion would remove one of the Class B loading spaces at TGO and require the relocation of the Garbage Storage room to the P2 underground parking level. In addition, 2 Class A loading spaces at William Farrell, 1 Class A and 1 Class B loading spaces at TGR would also be removed in order to accommodate the new CRUs.

Figure 2 shows the proposed locations of the four CRUs (CRU A, CRU B, CRU C and CRU D) in the context of the entire block. Based on this configuration, a total of 5 Class A and 4 Class B loading spaces would remain available serving the entire Block, above and below grade. **Table 1.1** provides a summary of the loading supply before and after conversion.

Table 1.1: TELUS Garden Block Loading Supply (Before and After Proposed Conversion)

	BEFORE CONVERSION				AFTER PROPOSED CONVERSION			
	TGO	TGR-Retail	TGR-Resident	William Farrell	TGO	TGR-Retail	TGR-Resident	William Farrell
Above Ground	3B	2A, 2B	-	3A	2B	1A, 1B	-	1A
Below Ground	2A	-	1A, 1B	-	2A	-	1A, 1B	-
	2A, 3B	2A, 2B	1A, 1B	3A	2A, 2B	1A, 1B	1A, 1B	1A

2. EXISTING LOADING DEMAND OBSERVATION (MARCH 2017)

Bunt & Associates (Bunt) surveyed the loading activities occurring within the TELUS Garden Block over a 12-hour period from 5 AM to 5 PM on March 9, 2017 (Thursday).

The loading activities for the buildings within the block were recorded including the types of vehicles along with their arrival and departure times. Observations were also conducted along the curb edges of Richards Street, Robson Street and West Georgia Street to document any loading activities that occurred along those streets. Loading activities at the underground loading spaces at TGO and TGR were also recorded. **Figure 3** provides a diagram indicating where loading observations were conducted.

It is noted that during the time of observation, there were a number of construction-related vehicles accessing the laneway. These vehicle activities were not related to the day-to-day operation of the TELUS Garden Block buildings and therefore were excluded in the dataset. In addition, there were four vehicles that were observed parking along the laneway or in a loading space for an extended period of time (i.e. more than 3 hours). These vehicles were also excluded in the dataset and they are summarized in **Table 2.1**.

Table 2.1: Vehicles Parking along the Laneway or in a Loading Space

ARRIVAL TIME	DEPARTURE TIME	VEHICLE TYPE	PARKED AREA (PER FIGURE 3)	LOADING DESTINATION	DESCRIPTION OF TRUCK/ACTIVITIES	DURATION (HR:MIN)
6:31	15:19	Van	9a	Office	Ross Morrison Electrical	8:48
7:29	14:44	PC	9c	Kingston Hotel		7:15
6:20	13:03	PU	13	Residential	Parking	6:43
6:22	14:14	PU	15	Elsewhere/Unspecified	Power Supply	7:52

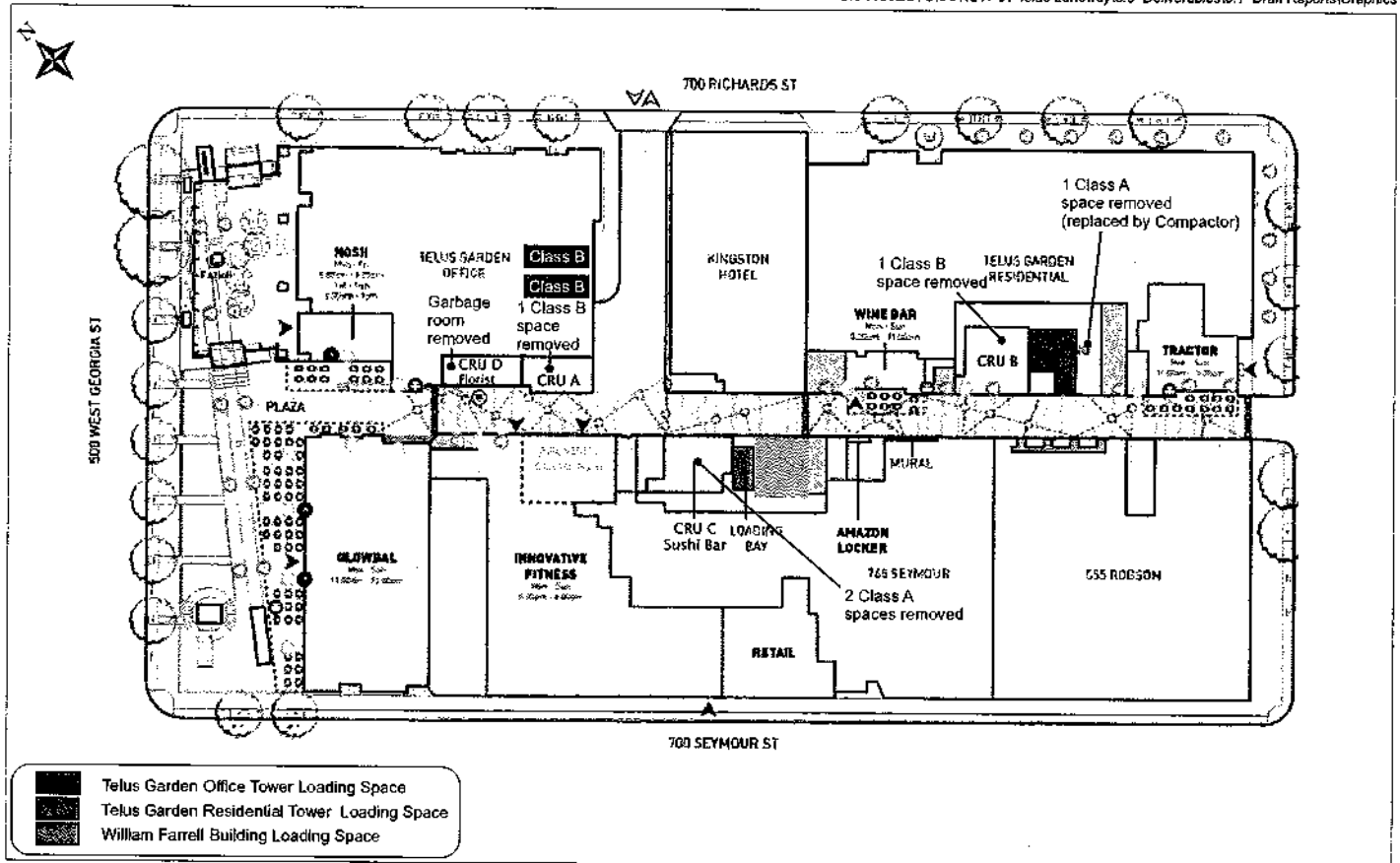


Figure 2
Proposed CRUs Conversion

Telus Garden Laneway, Vancouver, BC
4241.51 October 2016 Scale NTS



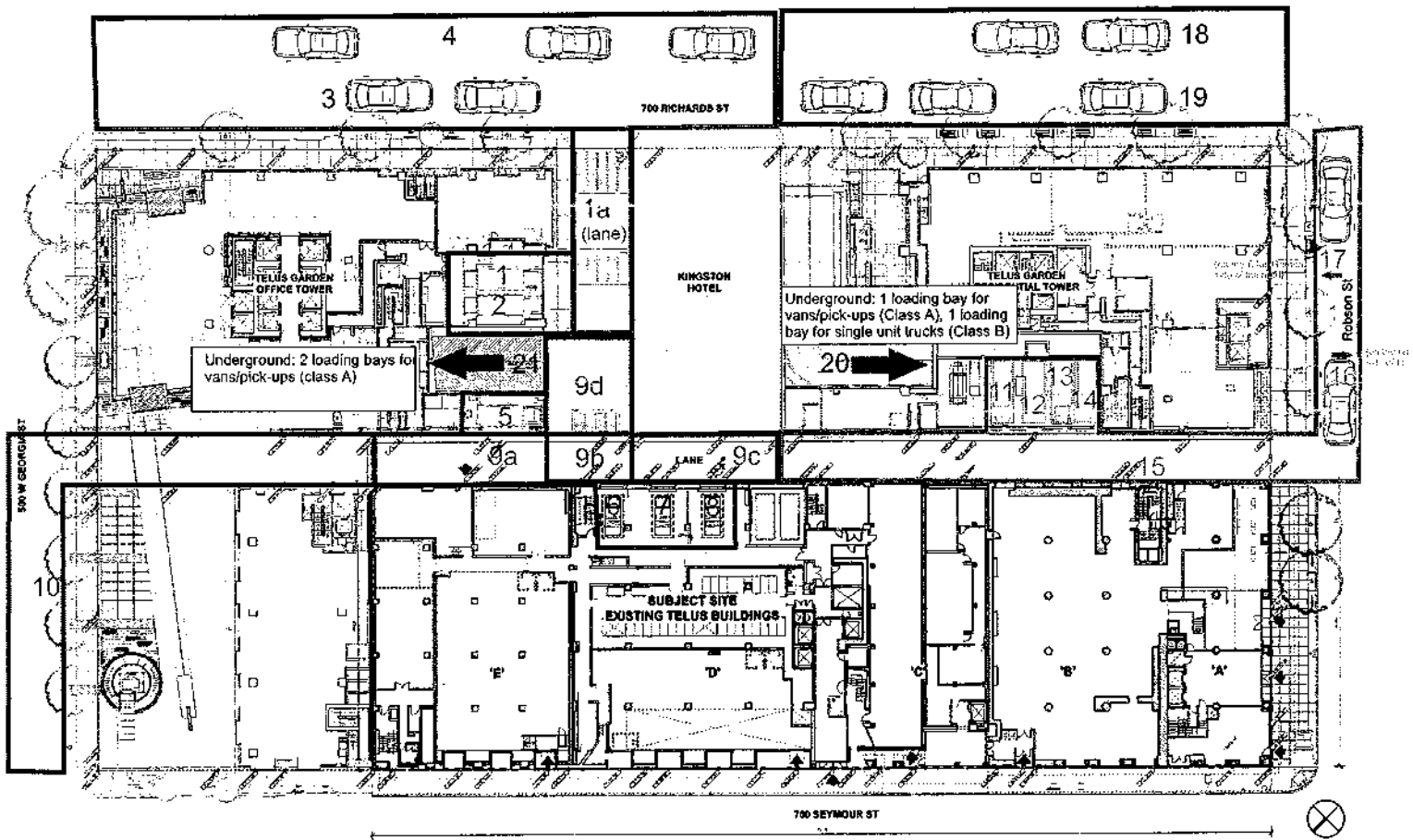


Figure 3: Loading Demand Observation – Location Key

It is recommended that it is the responsibility of the operator for the respective buildings to direct these vehicles to park in a designated parking stall in the future in order not to occupy the available loading spaces within the buildings or along the existing laneways.

During the time of observation, a maximum of 209 vehicles were observed loading throughout the 12-hour period. Of these 73 of them were related to the TGO, 4 for TGR commercial, 37 for TGR residential, 6 for William Farrell Building, and 8 for Kingston Hotel. The rest of the loading activities were associated with the uses at the L'Hermitage Building (13) and other retail units on the south side of Robson Street (19). The remaining was observed to leave for somewhere else not in the vicinity of the block. The overall observed loading demand is summarized in **Figure 4**.

Within the TELUS Garden Block (including Kingston Hotel), a maximum of 11 vehicles were observed loading at the same time. The average loading time for each vehicle was approximately 21 minutes, with an average arrival rate of 0.30 vehicles per minute. In terms of the type of vehicle used for loading, about 1.4% of all the loading vehicles were one-tonne to five-tonne single unit trucks, 11% were step/cube vans, and the rest were small vans, light trucks, and passenger cars. **Figure 5** shows the observed loading demand for the TELUS Garden Block only.

2.1 Probabilistic Loading Demand Based on Poisson Distribution

Table 2.2 shows the probability of the number of vehicles loading concurrently for the TELUS Garden Block based on the Poisson distribution.

Table 2.2: Probability of Number of Vehicles Loading Concurrently for TELUS Garden Block

VEHICLES ARRIVING IN 21-MINUTE INTERVALS	PROBABILITY OF NUMBER OF VEHICLES LOADING CONCURRENTLY
0	0.2%
1	1.2%
2	3.6%
3	7.7%
4	12.1%
5	15.2%
6	15.9%
7	14.4%
8	11.3%
9	7.9%
10	5.0%
11	2.9%
12	1.5%
13	0.7%
14 and over	0.5%
Total	100%

**Figure 4: Existing Loading Observations
(including L'Hermitage and Other Businesses on Robson Street)**

