

File No.: 04-1000-20-2022-219

June 1, 2022

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 April 19, 2022 under the ***Freedom of Information and Protection of Privacy Act, (the Act)***, for:

The Covenant or similar agreement between the City of Vancouver and BC PavCo regarding the dedicated lane in front of the Vancouver Convention Centre (West Building).

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 (#04-1000-20-2022-219); 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,

[Signed by Cobi Falconer]

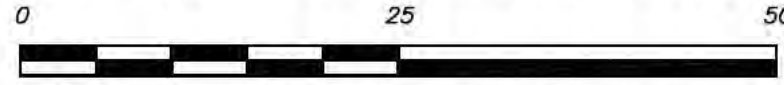
Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
cobi.falconer@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

If you have any questions and require accommodation, please call 3-1-1 (604-873-7000) and request to speak with Dawn Tessier, Team Manager or please email us at foi@vancouver.ca and we will respond to you as soon as possible.

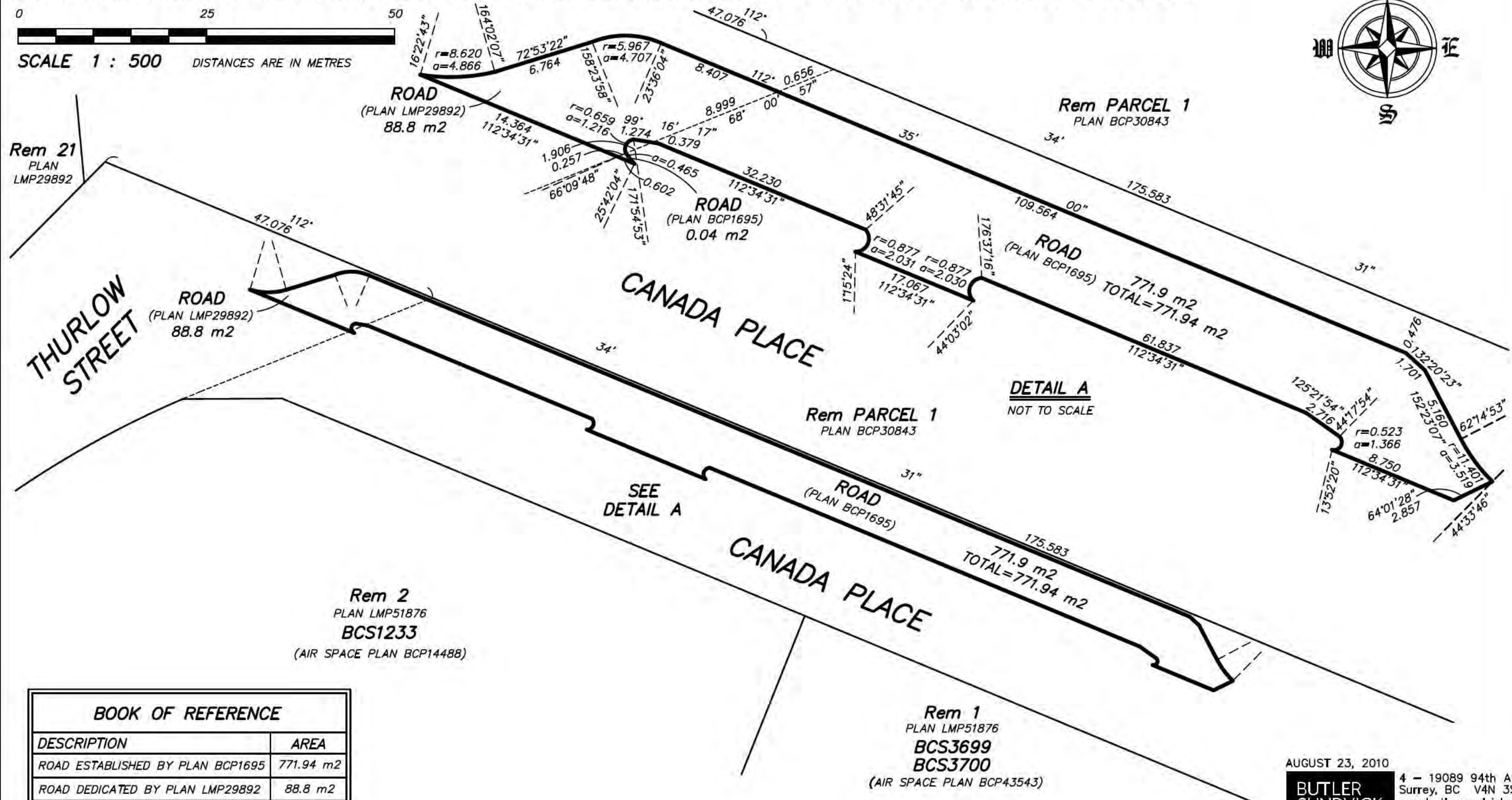
Encl. (Response Package)

:ku

**SURVEY PLAN OF PORTIONS OF ROAD DEDICATED BY PLAN LMP29892
AND THAT PART OF PARCEL A SHOWN AS ROAD ON PLAN BCP1695 OF THE PUBLIC HARBOUR OF
BURRARD INLET N.W.D. PLAN BCP1692 AND ESTABLISHED AS ROAD BY DOCUMENT BT38084**



SCALE 1 : 500 DISTANCES ARE IN METRES



BOOK OF REFERENCE	
DESCRIPTION	AREA
ROAD ESTABLISHED BY PLAN BCP1695	771.94 m ²
ROAD DEDICATED BY PLAN LMP29892	88.8 m ²
TOTAL	860.74 m ²

AUGUST 23, 2010

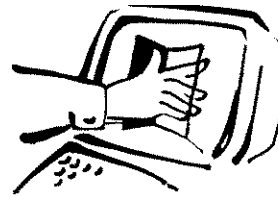
**BUTLER
SUNDVICK**

4 - 19089 94th Ave
Surrey, BC V4N 3S4
www.butlersundvick.ca
Tel. 604-513-9611

File: 2862

Dwg: 2862-AREA4

BC OnLine



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

LTSA - DOCUMENT RETRIEVAL			REF # L04510	REQUESTED: 2009-09-18 09:16
CLIENT NAME:	CITY OF VANCOUVER			
ADDRESS:	453 WEST 12TH AVENUE VANCOUVER BC V5Y 1V4			
PICK-UP INSTRUCTIONS:				
USER ID: PC21620	APPL-DOC # BB761769	VA Registered	RCVD:2009-03-11	
ACCOUNT: 526889				
FOLIO				
REMARKS:				

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

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.

BB0761769

11 MAR 2009 11 54

BB0761770

2x 5
LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 9 pages

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

Bull Housser & Tupper LLP
Barristers & Solicitors
3000 - 1055 West Georgia Street
Vancouver, B.C. V6E 3R3 (604-687-6575)
(LTO File No. 11299)

POWELL RESEARCH
CLIENT NO. 010386


LARRY SANDRIN

Signature of Agent

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

027-112-721

Parcel 1 of the Public Harbour of Burrard Inlet Plan BCP30843

3. NATURE OF INTEREST:*
DESCRIPTIONDOCUMENT REFERENCE
(page and paragraph)PERSON ENTITLED TO
INTEREST

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
(c) Release ☐ There is no Part 2 of this instrument

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

SH 09/03/11 11:52:56 02 LM 882035
CHARGE \$132.30

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

B.C. PAVILION CORPORATION (Incorporation No. 820830)

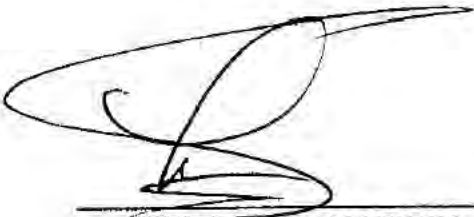
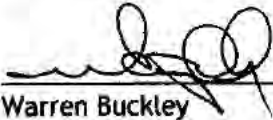


6. TRANSFEREE(S):* (including postal address(es) and postal code(s))

CITY OF VANCOUVER, a municipal corporation, 453 West 12th Avenue,
Vancouver, B.C., V5Y 1V4

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)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
 LARRY R. SANDRIN BARRISTER & SOLICITOR BULL, HOUSSEY & TUPPER LLP #3000, 1055 WEST GEORGIA VANCOUVER, B.C. V6E 3R3 (604) 641-4873	09	3	11	B.C PAVILION CORPORATION by its authorized signatory:  Warren Buckley
 WILLIAM G. FARISH Barrister & Solicitor 5949 Trafalgar St. Vancouver, B.C. V6N 1C5 604-803-1992	09	3	9	CITY OF VANCOUVER by its authorized signatory:  GRAHAM P. JOHNSEN

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

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

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

**LAND TITLE ACT
FORM E
SCHEDULE**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Easement and Indemnity Agreement	Entire Instrument Pages 4 to 9	Transferee
Statutory Right of Way	Page 6 Paragraph 11	Transferee

TERMS OF INSTRUMENT - PART 2
ENCROACHMENT AGREEMENT [AREA 4]
VANCOUVER CONVENTION CENTRE EXPANSION PROJECT

WHEREAS:

- A. The Transferor, B.C. Pavilion Corporation, hereinafter is called the "Owner";
- B. The Transferee, City of Vancouver, hereinafter is called the "City" where referred to as the municipal corporation and the "City of Vancouver" where referred to as the geographical area;
- C. The Owner is the registered owner of lands and premises in the City of Vancouver, Province of British Columbia, with the legal description:

Parcel Identifier: 027-112-721
Parcel 1 of the Public Harbour of Burrard Inlet Plan BCP30843

(hereinafter called the "Lands");
- D. The Owner, under Development Permit Application (DE) 408490, has applied to the City for permission to construct the Vancouver Convention Centre Expansion Project (the "Project"); and
- E. The Owner has requested the City's permission to construct and maintain certain encroachments on City street related to the Project; and
- F. The City has agreed to permit the encroachment, subject to the provisions of the City's Encroachment By-law (the "Encroachment By-law") and the provisions of this agreement.

THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agreed to and accepted, the parties agree as follows:

Encroachment

1. The Owner, at its expense, is hereby permitted to construct, keep and maintain on City street appurtenant to the Lands certain encroachments consisting of non-standard road surface treatment (the "Encroachment") encroaching onto Canada Place within the area shown on the plan annexed to this Agreement as Schedule "A" (the "Encroachment Area"). For greater certainty, this Agreement does not permit the Owner to manage traffic on the Encroachment Area as such management is or will be the subject of a separate Licence Agreement between the parties but, if such Licence Agreement is terminated in accordance with its terms, the City, in its sole discretion, may terminate this Agreement.

2. The Owner will not be required to pay annual fees in respect of the Encroachment for so long as the Project is, in the sole opinion of the City Engineer, used primarily as a convention and exhibition centre.

3. The Owner, solely at its expense, once the Encroachment has been installed, will immediately cause a survey plan, satisfactory to the City Surveyor, to be prepared by a BC Land Surveyor showing its exact location, "as-built", in relation to the Encroachment Area and forthwith deliver four (4) copies of the survey plan to the City Surveyor. If such survey shows that the Encroachment as built or any portion of it is located outside of the Encroachment Area, the Owner, solely at its expense, will immediately execute a modification or replacement of this Agreement drawn to the City's satisfaction to account for the actual location of the as-built Encroachment.

4. If the Encroachment is not completely and fully installed as contemplated hereby within 36 months of the date of registration of this agreement on title to the Lands, then this agreement and the permission granted to the Owner hereby to install and maintain the Encroachment on City street appurtenant to the Lands will terminate immediately without notice to any party hereto, and the City at anytime thereafter, at the Owner's request and expense, will release and discharge the charges contained herein from title to the Lands, unless the City at the Owner's request expressly consents in writing to extend the time during which the Owner may install the Encroachment, in which case this paragraph will apply to the extended period of time so consented to.

5. The Owner, at its expense, will maintain the Encroachment in good and sufficient repair at all times, to the satisfaction of the City Engineer, except that the Owner will not excavate on City street or in any way change the Encroachment so as to enlarge or alter the Encroachment Area without the prior written consent of the City Engineer.

6. Within six months of any termination of this agreement or by such other time as the City may require upon any termination of this agreement, the Owner, at its expense, will remove the Encroachment from City street and repair any related damage to any City property and any other property for which the City is responsible and restore the Encroachment Area to the satisfaction of the City Engineer.

7. If at any time after this agreement is registered at the Land Title Office, and following construction or installation of the Encroachment, there is any construction on the Lands affecting the Encroachment, the Owner, at its expense, once such construction is substantially complete, will immediately arrange for a B.C. Land Surveyor to carry out a survey regarding and prepare and deliver to the City, to the satisfaction of the City Surveyor, a survey plan showing the location of the Encroachment. If such survey plan shows the Encroachment or any or any parts of them to be located outside the Encroachment Area shown on the plan annexed hereto, the Owner, at the option of the City Engineer, will forthwith immediately cause a revised survey plan in respect thereof to be prepared in accordance with this paragraph and the Owner will execute forthwith upon the City's request a modification or replacement of this agreement in form satisfactory to the City's Director of Legal Services so as to take into account any such change in the location or extent of encroachment.

8. Before at any time commencing any modifications or repairs to or removing the Encroachment, or any or any parts of them, the Owner will obtain any permits and licenses required in respect thereof pursuant to the Encroachment By-law and any other City by-law and will pay any inspection, licence and permit fees required in respect thereof.

9. If at any time hereafter the Encroachment or any of them are in any way removed from City street, and not replaced, then within six months after such removal, or by such other time as the City may require, the Owner at its expense will repair and restore the Encroachment Area to the extent affected by the presence of the Encroachment to the satisfaction of the City Engineer.

10. In the event that the construction, maintenance, use and/or removal of the Encroachment makes necessary any change or alteration to any meter, water-service, sewer or other public works or utilities in the vicinity of the Lands, the Owner will reimburse the City the full amount of any expenses the City may incur in making such alterations or changes as may be deemed necessary by the City Engineer.

Statutory Right of Way

11. The Owner hereby grants to the City pursuant to Section 218 of the *Land Title Act*, the full, free and uninterrupted right, liberty, easement and statutory right of way, charging the Lands, to enter upon those portions of the Lands the City Engineer considers necessary, with or without men, tools and equipment and supplies in order to inspect the Encroachment or to carry out any obligations of the Owner in this agreement that the Owner fails to fulfill, observe or perform to the satisfaction of the City Engineer. This statutory right of way is necessary for the operation and maintenance of the City's undertaking.

Amounts Owed to City

12. If the Owner fails to carry out its obligations under the terms of this agreement or any of them, the City may, but will not be obligated to, remedy the default, and the Owner will pay to the City the amounts of any costs the City might thereby incur from time to time, plus a reasonable sum (not greater than twenty percent (20%) of such costs) as a surcharge for the City's overhead, forthwith after the City delivers to the Owner a written request for payment thereof.

13. If the Owner fails to pay to the City any amounts it is required to pay to it pursuant to this agreement within thirty (30) days after the City delivers to the Owner a written request for payment thereof, such amounts will be considered to be in arrears and thereafter will bear interest at the rate of three percent (3%) per annum above the "Prime Rate" (hereinafter defined), calculated monthly not in advance, from the date due until paid. In this clause, "Prime Rate" means the floating annual percentage rate of interest as established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia, as the base rate that will be used to determine the rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate; provided that if a court declares or holds the Prime Rate to be void or unenforceable for any reason including uncertainty,

then the rate of interest payable on amounts in arrears hereunder will be eighteen percent (18%) per annum calculated monthly not in advance, from the date due until paid.

Termination by City

14. The City, in its sole discretion, may terminate this agreement if, following completion of construction, commissioning and public opening of the Project (and except during the currency of any activities related to the 2010 Olympic and Paralympic Winter Games) in the sole opinion of the City Engineer, the Project is not used primarily as a convention and exhibition centre.

General

15. This agreement is entered into pursuant and subject to and the Owner at all times during the existence of this agreement and the Encroachment will comply with the provisions of the Encroachment By-law and all other City by-laws applicable to the Encroachment, and if the Owner fails to comply with the provisions of any such by-laws or this agreement, all rights of the Owner hereunder will thereupon terminate. Nevertheless, the City will be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of any kind arising under this agreement or from the permissions granted hereby.

16. No provision of this agreement and no act or omission or finding of negligence, whether joint or several, as against the City, in favour of any third party, will operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the City under this agreement or under the provisions of the *Vancouver Charter*, and amendments thereto.

17. This agreement will not in any way operate to restrict the right of the City at any time to alter, whether by widening the roadway or boulevard, or by raising or lowering the elevation of the street abutting or adjoining the Lands, and notwithstanding that the effect of such alteration in width and/or elevation may be to render the Encroachment useless for the purposes of the Owner; and the Owner covenants that, in the event of the City effecting any such alteration as aforesaid in the width and/or elevation of the said street, it will release and forever discharge, and hereby releases and forever discharges, the City from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the Encroachment, as a result of such alteration in width and/or elevation.

18. Words used herein in singular or plural form and pronouns used in masculine, feminine or a neutral form will include within their meanings herein any other such forms as the context may require.

19. Any covenant, agreement, condition or proviso made herein by two (2) or more persons will be construed to be made jointly and severally.

20. The Owner will do or cause to be done all acts and things and execute all documents as are necessary to ensure that this agreement is registered in the Land Title Office against title to

the Lands, with priority over all other charges and encumbrances registered against title to the Lands as the City might require.

21. This agreement and the interests granted hereby will run with the Lands, and the term "Owner" as used herein means the registered owner of the Lands.

22. This agreement will enure to the benefit of and be binding upon the parties hereto and their successors and assigns, provided however, the Owner will not be liable for breaches or non-observance or non-performance of covenants herein occurring after it has ceased to be the registered owner of the Lands.

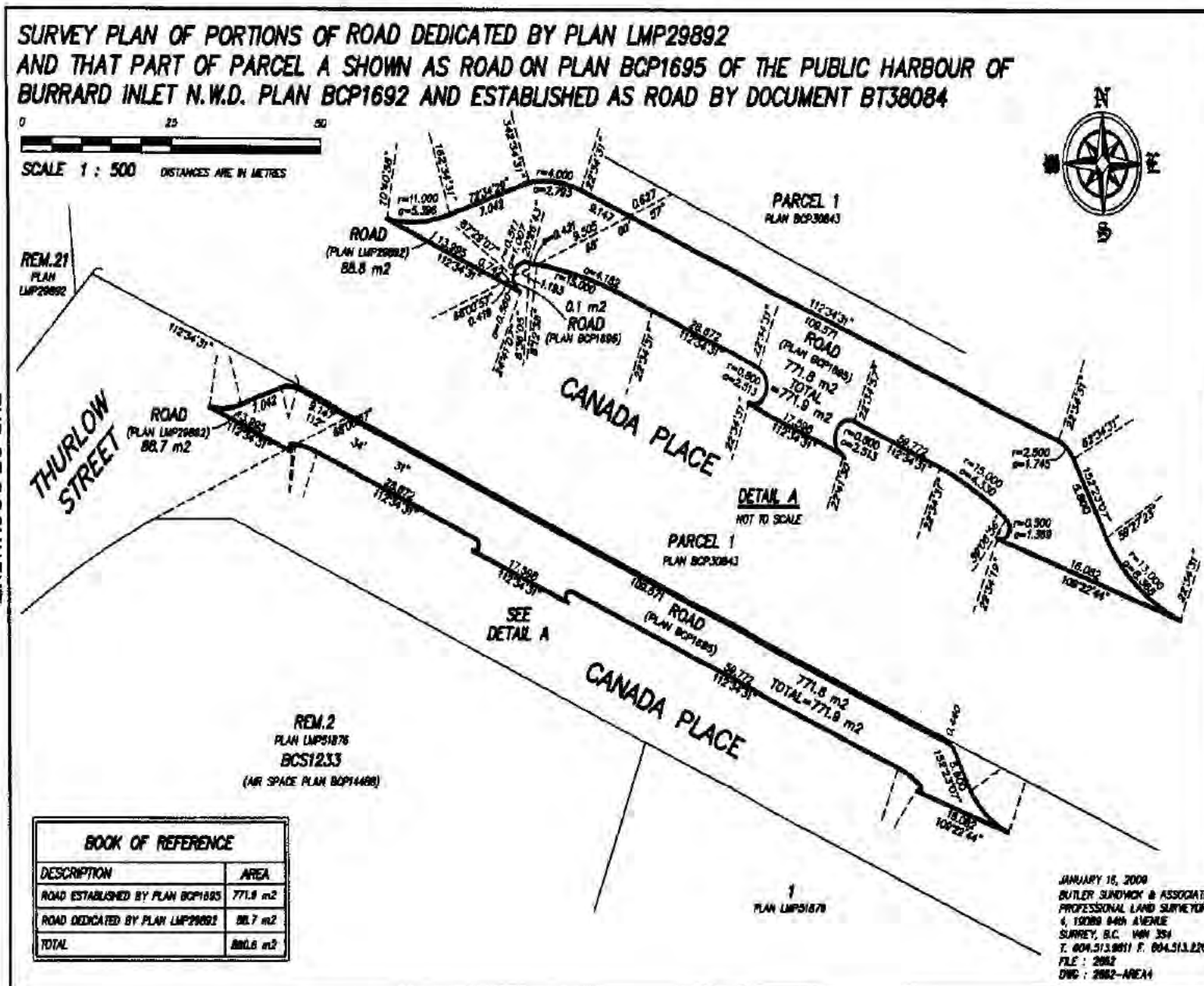
23. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or limit or otherwise affect the City's rights, powers, duties or obligations under the *Vancouver Charter*, S.B.C. 1953, Ch. 55 or any other legislation.

IN WITNESS WHEREOF the parties have executed this agreement by signing the General Instrument - Part I attached hereto.

#109332v5

END OF DOCUMENT

VCCBP Encroachment Agreement [Area 4]



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

May-30-2013 13:49:53.001

CA3153257 CA3153258

PAGE 1 OF 5 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.

Larry Robert
Sandrin 3Z5JJH

Digitally signed by Larry Robert
Sandrin 3Z5JJH
DN: cn=CA, cn=Larry Robert Sandrin
3Z5JJH, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=3Z5JJH
Date: 2013.05.30 13:39:32 -07'00'

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

BULL, HOUSSEY & TUPPER LLP

Barristers & Solicitors, P.O. Box 11130

#3000 1055 West Georgia Street

Vancouver

BC V6E 3R3

Tel: 604.687.6575 / File No.: 02-3079

Doc. No.: 4174024 / 2294233 (terms)

Encroachment Agmt Area 4 Modification

Document Fees: \$147.00

Deduct LTSA Fees? Yes ☒

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

027-112-721

**PARCEL 1 OF THE PUBLIC HARBOUR OF BURRARD INLET PLAN BCP30843
EXCEPT PLAN EPP2853**

STC? YES ☐

3. NATURE OF INTEREST

Modification

Modification

CHARGE NO.

BB761769

BB761770

ADDITIONAL INFORMATION

Easement and Indemnity Agreement

Statutory Right of Way

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):

B.C. PAVILION CORPORATION (INC. BC0820830)

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

CITY OF VANCOUVER

A MUNICIPAL CORPORATION

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

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)

Larry R. Sandrin

Barrister & Solicitor

#3000, 1055 West Georgia Street

Vancouver, BC V6E 3R3

Tel: 604-687-6575

Execution Date

Y	M	D
13	05	22

Transferor(s) Signature(s)

B.C. PAVILION CORPORATION
by its authorized signatory:

Dana Hayden

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 5 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Jeff Greenberg

Barrister & Solicitor

453 West 12th Avenue
Vancouver, BC V5Y 1V4
Tel: 604-871-6368

Y	M	D
13	05	29

CITY OF VANCOUVER
by its authorized signatory:

Andrew Francis

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.

**TERMS OF INSTRUMENT - PART 2
MODIFICATION OF VCCEP ENCROACHMENT AGREEMENT (AREA 4)**

- A. The Transferor, B.C. PAVILION CORPORATION, is hereinafter called the "Owner";
- B. The Transferee, CITY OF VANCOUVER, is hereinafter called the "City";
- C. The Owner is the registered owner of that certain parcel or tract of land situate, lying and being in the City of Vancouver, Province of British Columbia, more particularly known and described as:

Parcel Identifier 027-112-721
Parcel 1 of the Public Harbour of Burrard Inlet Plan BCP30843 except Plan EPP2853

(the "Lands")
- D. The Lands are charged in favour of the City with a VCCEP Encroachment Agreement (Area 4) registered in the Land Title Office on March 11, 2009 under Nos. BB761769 and BB761770 (hereinafter called the "Encroachment Agreement"); and
- E. Pursuant to subsection 3 of the Encroachment Agreement, the City and the Owner are desirous of modifying the Encroachment Agreement on the terms and conditions set out herein,

NOW THEREFORE THE PARTIES, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by each of the parties), covenant and agree as follows:

1. Modification of the Encroachment Agreement

The Encroachment Agreement shall be and is hereby modified by deleting Schedule "A" in its entirety and substituting therefor the plan annexed to this Modification Agreement as Schedule "A", such that the definitions of "Encroachment Area" and, hence, of "Encroachment" in section 1 of the Encroachment Agreement shall be and are hereby deemed to be modified accordingly.

2. Interpretation

The terms defined in the recitals to this Modification Agreement shall, throughout this Modification Agreement, have the respective meanings ascribed to them in the recitals, unless the context otherwise requires or unless otherwise stated herein.

3. Encroachment Agreement Ratified and Confirmed

Except as hereby expressly amended, the Encroachment Agreement is hereby ratified and confirmed by the City and the Owner to the effect that the Encroachment Agreement and this Modification Agreement shall be read and construed as one document.

4. Binding Effect

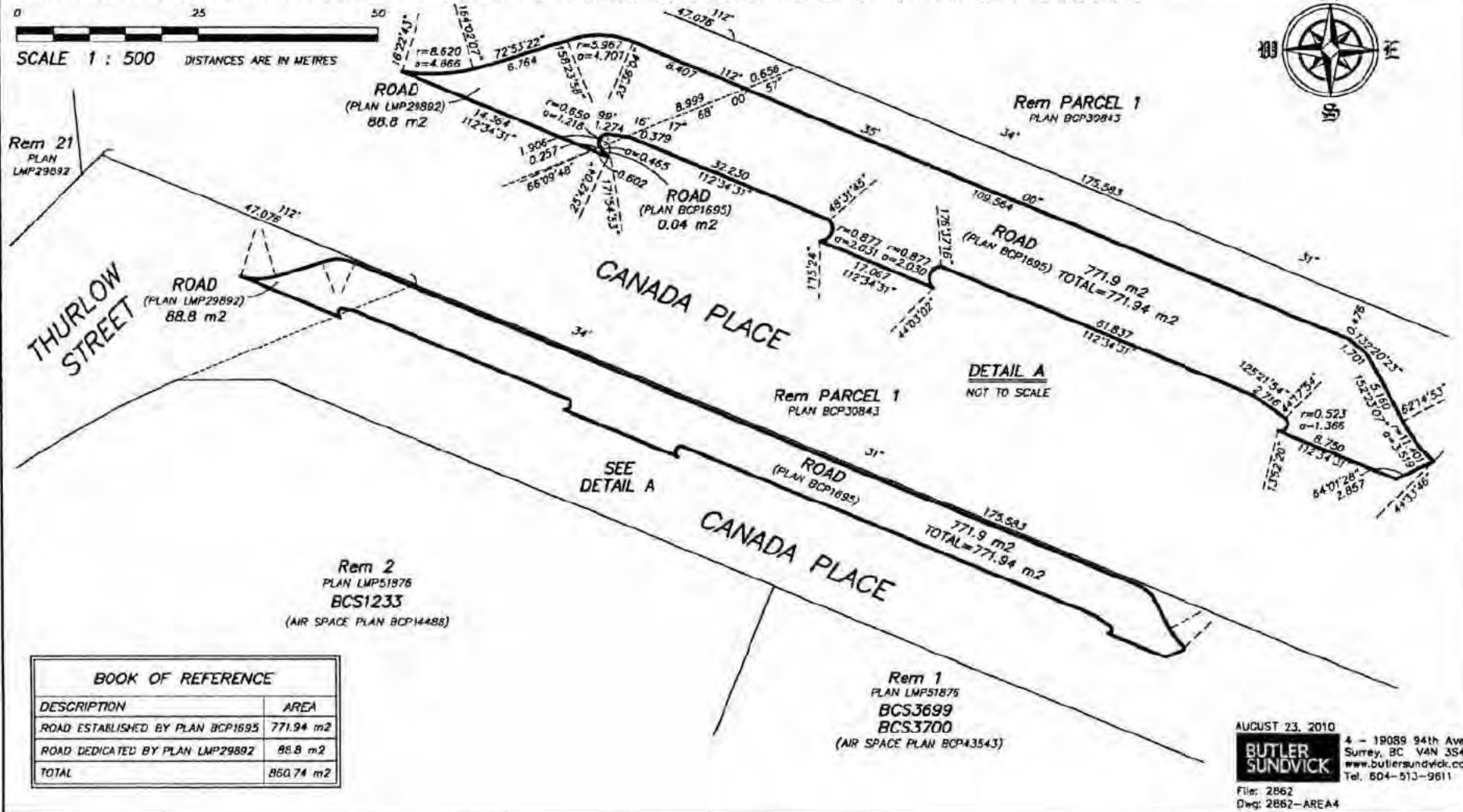
This Modification Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

5. Time

Time shall be of the essence of this Modification Agreement.

IN WITNESS WHEREOF the Owner and the City have executed this Modification Agreement by signing the General Instrument - Part 1 attached hereto.

**SURVEY PLAN OF PORTIONS OF ROAD DEDICATED BY PLAN LMP29892
AND THAT PART OF PARCEL A SHOWN AS ROAD ON PLAN BCP1695 OF THE PUBLIC HARBOUR OF
BURREARD INLET N.W.D. PLAN BCP1692 AND ESTABLISHED AS ROAD BY DOCUMENT BT38084**



END OF DOCUMENT

CANADA PLACE LAY-BY LICENCE AGREEMENT

THIS AGREEMENT dated for reference as of the 5th day of March, 2009,

BETWEEN:

B.C. PAVILION CORPORATION
19th Floor, 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2

(the "Owner")

AND:

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

(the "City")

WHEREAS:

- A. The terms used in these recitals and defined in Section 1.1 of this Agreement shall have the meanings respectively ascribed thereto;
- B. The Owner is the registered owner of the Lands;
- C. The Owner, under Development Permit Application (DE) 408490 has applied to the City for permission to construct the Project;
- D. The Owner has requested the City's permission to construct and maintain certain encroachments on City street related to the Project, including the Lay-by;
- E. Pursuant to the Encroachment Agreement (Area 4), the City has agreed to permit the Lay-by;
- F. The Encroachment Agreement (Area 4) does not permit the Owner to manage traffic on the Lay-by but rather contemplates that such management would be the subject of a separate Licence Agreement;
- G. This Agreement is the Licence Agreement so contemplated in the Encroachment Agreement (Area 4).

THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agreed to and accepted, the parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definition

Terms defined in this Section 1.1 for all purposes of this Agreement, unless specifically provided herein, shall have the meaning hereinafter specified. The terms herein defined are:

- (a) "City" means the City of Vancouver where referred to as the municipal corporation and "City of Vancouver" means the City of Vancouver when referred to as the geographical area;
- (b) "City Engineer" means the chief administrator from time to time of the Engineering Department of the City and his successors in function and their respective nominees;
- (c) "City Personnel" means the City's elected officials, officers, employees, agents, contractors, subcontractors, licensees, permittees and workmen;
- (d) "Development Permit" means a development permit, and all amendments thereto, issued by the City for the construction of a convention centre facility on the Lands pursuant to development permit application (DE) 408490;
- (e) "Director of Legal Services" means the chief administrator from time to time of the Law Department of the City and her successors in function and their respective nominees;
- (f) "Encroachment Agreement (Area 4)" means the agreement so titled between the City and the Owner executed contemporaneously with this Agreement and registered in the New Westminster Land Title Office under numbers 85161769 and 85161770;
- (g) "Lands" means the lands and premises in the City of Vancouver, Province of British Columbia, with the legal description:

Parcel Identifier: 027-112-721
Parcel 1 of the Public Harbour of Burrard Inlet
Plan BCP30843;
- (h) "Lay-by" means the vehicle lay-by, defined in the Encroachment Agreement (Area 4) as the "Encroachment", encroaching onto Canada Place within the "Encroachment Area", as defined in Section 1 of the Encroachment Agreement (Area 4) and as may be modified pursuant to Section 3 or Section 7 of the Encroachment Agreement (Area 4) to reflect as-built conditions;

- (i) "Licence Period" means the period that the Encroachment Agreement (Area 4) remains in effect, subject to termination pursuant to Section 4.2 of this Agreement;
- (j) "Project" means the Vancouver Convention Centre Expansion Project;
- (k) "Street and Traffic By-law" means the City's Street and Traffic By-law (2849) and all amendments thereto and re-enactments thereof; and
- (l) "TMP" means the Vancouver Convention Centre Expansion Traffic Management Plan attached as Schedule "A", as the same may be amended from time to time pursuant to Section 3.3.

1.2 Headings

The division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portions hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.

1.3 Number

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

ARTICLE 2

GRANT OF LICENCE AND PURPOSE

2.1 Grant of Licence

The City grants to the Owner the right, privilege, permission and licence to enter into, on and to use and enjoy the Lay-by during the Licence Period for the purpose specified in Section 2.2, by administering and managing the Lay-by and enforcing such management.

2.2 Purpose

The Owner shall use the Lay-by only for the purpose of a vehicle lay-by to meet the Project's passenger loading requirements in accordance with this Agreement.

2.3 Adjacent Street

For greater certainty, this Agreement does not include any rights with respect to the two (2) traffic lanes and parking lanes of Canada Place fronting the Project and outside the boundaries of the Lay-by, the regulation of which and related enforcement shall remain the exclusive responsibility of the City.

2.4 No Interest

Nothing contained in this Agreement will be construed to grant the Owner any interest in land or any other permanent right with respect to the Lay-by, the intention being that this Agreement simply creates a licence during the Licence Period which is personal to the Owner and its permitted assigns pursuant to Section 6.2.

2.5 City By-law Enforcement and Signage

The City reserves the right to enforce the Street and Traffic By-law within the Lay-by and to erect and maintain related signage within the Lay-by in any manner or for any purpose which is not inconsistent with the TMP.

ARTICLE 3

OBLIGATIONS OF THE OWNER

3.1 Covenants of the Owner

The Owner shall:

- (a) comply with the TMP;
- (b) not erect or place any signage within or related to the Lay-by except such signage as the City may approve in writing nor permit any other signage to be erected or placed within the Lay-by by others except by the City pursuant to Section 2.5;
- (c) as part of the maintenance of the Lay-by pursuant to the Encroachment Agreement (Area 4) and without limitation, maintain the signage referred to in Section 3.1(b) (except any signage erected by the City pursuant to Section 2.5), cause the asphalt surface of the Lay-by to be repaired and replaced and maintain paint markings and the curb and gutter; and
- (d) pay the City, on written demand and whether or not the management warning system in Section 4.1 is implemented, any costs which the City

incurs to manage the impact of Lay-by traffic activity on traffic on Canada Place.

3.2 Condition of the Lay-by

The Owner acknowledges and agrees that the City has made no representations or warranties whatsoever regarding the physical condition of the Lay-by and the Owner accepts the Lay-by in an "as-is" physical condition.

3.3 TMP

The Owner and the City acknowledge that the TMP is intended to be a dynamic document which will evolve so as to take into account actual conditions experienced on, as a result of and/or within the vicinity of the Lay-by and, should the Owner so initiate or should City so require from time to time, the Owner shall cause its traffic consultant, Bunt & Associates Engineering Ltd. or another consultant approved in writing by the City, to propose amendments to the TMP for review by the City. Any such amendments approved by the City in writing shall be deemed to be incorporated into Schedule "A".

ARTICLE 4

MANAGEMENT WARNING SYSTEM AND TERMINATION

4.1 Progressive Warnings

If, in the sole opinion of the City Engineer, Lay-by traffic activity is negatively impacting traffic on Canada Place, whether as a result of the Owner's failure to properly manage the Lay-by or otherwise, the following management warning system shall apply sequentially:

- (a) verbal warning of such negative impact;
- (b) written warning of such negative impact;
- (c) written warning that any future Lay-by traffic activity which is negatively impacting traffic on Canada Place will result in lane use fees as specified in the Street and Traffic Bylaw;
- (d) written notice of such lane use fees due to such negative impact;
- (e) written warning that due to the continuation of such negative impact the City may revoke the grant in Section 2.1 and terminate this Agreement; and
- (f) written notice of such revocation and termination.

4.2 Termination

The City may terminate this Agreement by written notice:

- (a) pursuant to Section 4.1(f); or
- (b) if the Encroachment Agreement (Area 4) is terminated;

in which case the City will take over management of the Lay-by by regulation and related enforcement like any other City street.

ARTICLE 5

RISK AND RESPONSIBILITY

5.1 Assumption of Risk

The Owner shall assume all legal and financial risk and responsibility for its use and occupation of the Lay-by and for the activities of all those who are associated in any way, either directly or indirectly with the Owner's activities thereon, including the Owner's invitees, contractors, subcontractors and suppliers and members of the public invited or permitted by the Owner to enter upon and use the Lay-by for the purpose specified in Section 2.2.

5.2 Personal Injury

The City will not, by virtue of the Owner's use and occupation of the Lay-by, be liable or responsible in any way for any personal injury which may be sustained by the Owner or by any invitee, contractor, subcontractor or supplier of the Owner, or by any other person who may enter into the Lay-by during the Licence Period, whether with the consent of the Owner or not, or for any loss of or damage to any property belonging to, or in the possession of, the Owner or any invitee, contractor, subcontractor or supplier of the Owner, or any other person who may be upon the Lay-by.

5.3 Release

The Owner hereby releases and discharges the City and City Personnel from all damages, losses, costs, actions, causes of action, claims, demands, builder's liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays) which may arise or accrue to the Owner or any person, firm or corporation against the City or City Personnel:

- (a) by reason of the City or City Personnel exercising any power or discretion pursuant to this Agreement; or
- (b) that arise out of or would not have been incurred but for:
 - (i) this Agreement; or

- (ii) the design, construction, installation and maintenance and use of the Lay-by.

ARTICLE 6

ASSIGNMENT AND ASSUMPTION

6.1 Run With Encroachment Agreement (Area 4)

The parties acknowledge that:

- (a) the Encroachment Agreement (Area 4) runs with the Lands; and
- (b) although this Agreement does not create an interest in land and, therefore, does not run with the Lands, the intention is that the provisions of this Agreement are to benefit and burden the registered owner of the Lands from time to time, subject to Section 6.2.

6.2 Transfer of the Lands

If the Owner transfers the Lands, the Owner shall contemporaneously with such transfer:

- (a) assign this Agreement to the transferee; and
- (b) cause the transferee to assume the Owner's subsequent obligations under this Agreement, including, by entering into an assumption agreement with the City in such form as may be required by the Director of Legal Services.

6.3 No Other Assignment

Except as provided in Section 6.2, the Owner may not assign this Agreement nor grant any sub-licence of the Lay-by other than through a sub-licence to the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Games ("VANOC") to enable VANOC to use the Lay-by whenever VANOC is entitled to use the Project during the currency of any activities related to such Games.

ARTICLE 7

GENERAL

7.1 A power or discretion exercisable hereunder by the City Engineer may be exercised by his designate or by the City's Deputy City Engineer or his designate.

7.2 Any notice, approval or request required or permitted to be given under this Agreement shall be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and in the case of the Owner addressed to it:

B.C. PAVILION CORPORATION
19th Floor, 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2

Fax: (604) 484-5201
Attention: Chief Executive Officer

and in the case of the City addressed to it at:

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

Attention: City Clerk

with a copy to the City Engineer,

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request shall be deemed to have been received on the date of delivery of such notice, approval or request or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request shall only be effective if actually delivered.

7.3 This Agreement is entered into subject to, and the Owner at all times during the existence of this Agreement and the Lay-by will comply with, the provisions of the Street and Traffic Bylaw and all other City by-laws applicable to the Lay-by.

7.4 No provision of this Agreement and no act or omission or finding of negligence, whether joint or several, as against the City, in favour of any third party, will operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the City under this Agreement or under the provisions of the *Vancouver Charter*, and amendments thereto.

7.5 This Agreement will not in any way operate to restrict the right of the City at any time to alter, whether by widening the roadway or boulevard, or by raising or lowering the elevation of the street abutting or adjoining the Lands, and notwithstanding that the effect of such alteration in width and/or elevation may be to render the Lay-by useless for the purposes of the Owner; and the Owner covenants that, in the event of the City effecting any such alteration as aforesaid in the width

and/or elevation of the said street, it will release and forever discharge, and hereby releases and forever discharges, the City from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the Lay-by, as a result of such alteration in width and/or elevation.

7.6 Any covenant, agreement, condition or proviso made herein by two (2) or more persons will be construed to be made jointly and severally.

7.7 This Agreement will enure to the benefit of and be binding upon the parties hereto, the City's successors and assigns and, subject to Section 6.2, the Owner's successors and assigns, provided however, the Owner will not be liable for breaches or non-observance or non-performance of covenants herein occurring after it has complied with Section 6.2 and ceased to be the registered owner of the Lands.

7.8 Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or limit or otherwise affect the City's rights, powers, duties or obligations under the *Vancouver Charter*, S.B.C. 1953, Ch. 55 or any other legislation.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the day and year first mentioned above.

B.C. PAVILION CORPORATION


Authorized Signatory

CITY OF VANCOUVER


Authorized Signatory

GRAHAM P. JOHNSEN

3.0 PASSENGER PICK-UP/DROP-OFF AREAS

3.1 CANADA PLACE MULTI-WAY

The availability of a conveniently located and efficiently operated facility for passenger loading at the expanded convention centre is critically important. A schematic plan of the planned Multi-Way "lay-by" facility on Canada Place adjacent the expanded convention centre is shown in **Exhibit 6**. As the Multi-Way is located within the public right-of-Way on Canada Place, the operation of the Multi-Way will be governed by a License Agreement between the City of Vancouver and BC Pavilion Corporation (PavCo), with this TMP as a Schedule to that Agreement.

In consultation with the City of Vancouver, VCEC has developed an outline of procedures and protocols to enable proper management of the Multi-Way adjacent Canada Place.

General Operating Regulations

- No freight loading or unloading in the Canada Place Multi-Way;
- No staging of vehicles in the Canada Place Multi-Way;
- No deliveries. VCEC Security and signage to redirect to the loading docks;
- No bus parking in the Canada Place Multi-Way;
- No parking of any kind in the Canada Place Multi-Way;
- Provide route map to Waterfront Road bus area to unauthorized buses entering the Multi-Way;
- Compliance with City of Vancouver Street and Traffic By-laws as applicable.

To control these activities, VCEC, in consultation with the City of Vancouver, has developed a curbside traffic and parking management signage plan for the Multi-Way facility. A reduced scale version of this plan is shown in **Exhibit 7**. VCEC's proposed procedures provide for the management of many operational aspects of the Multi-Way throughout the varying states and levels of event activity. In general there will be three "states" of operation that cover the majority of activity levels and types. A further fourth state is anticipated involving events with extenuating circumstances that require individual TMP's. Currently, the VCEC prepares for each event by actively seeking information and analyzing the following:

- Event attendance;
- Attendee origin (E.G. from downtown hotels, proportion of local attendees, from other venues, etc);
- Demographic of attendees;
- Event activities at the VCEC and in the City;
- Event related traffic, including event buses;
- Function times;

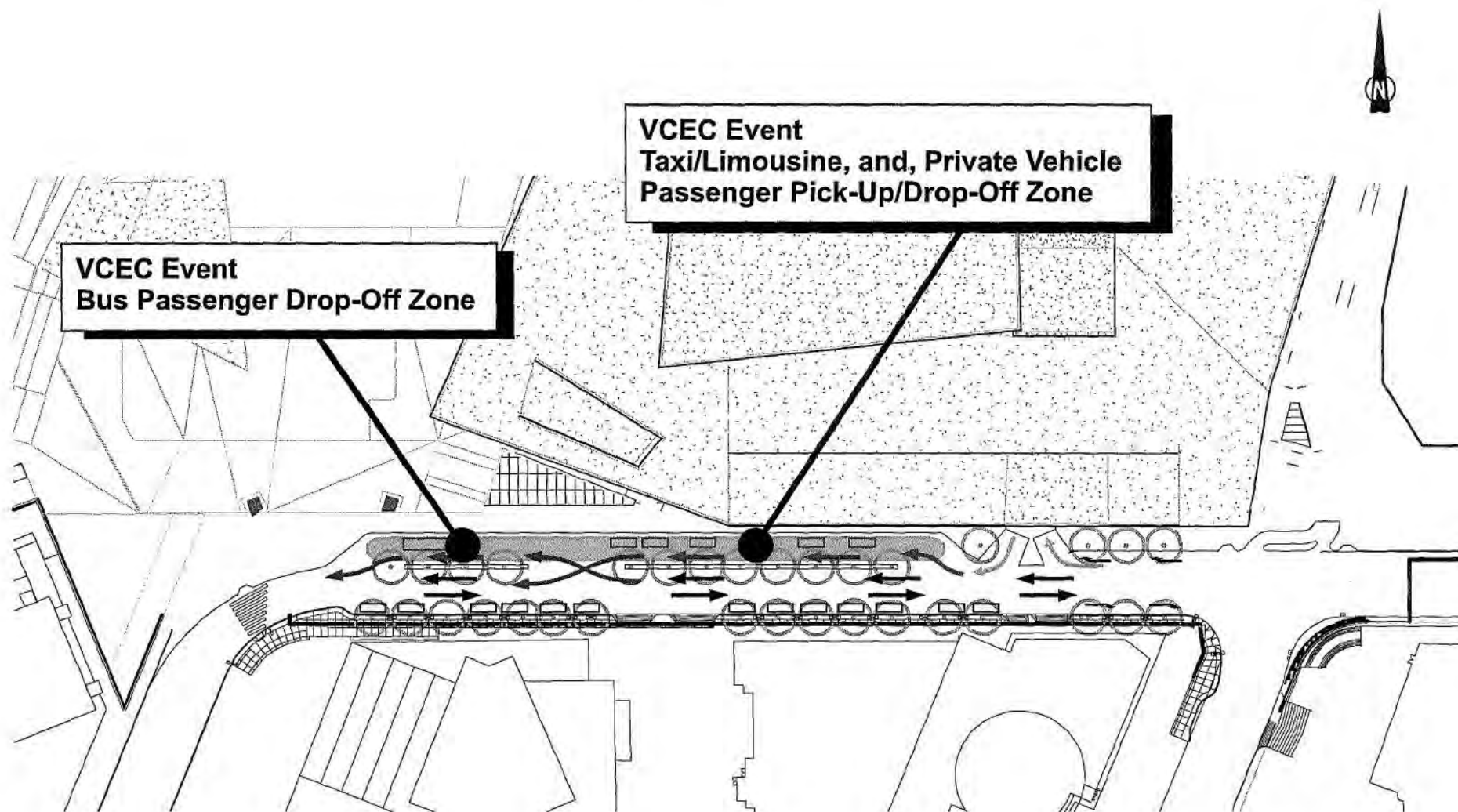


Exhibit 6

Multi-Way Passenger Pick-Up/Drop-Off Facility

Vancouver Convention Centre Expansion Project
Traffic Management Plan

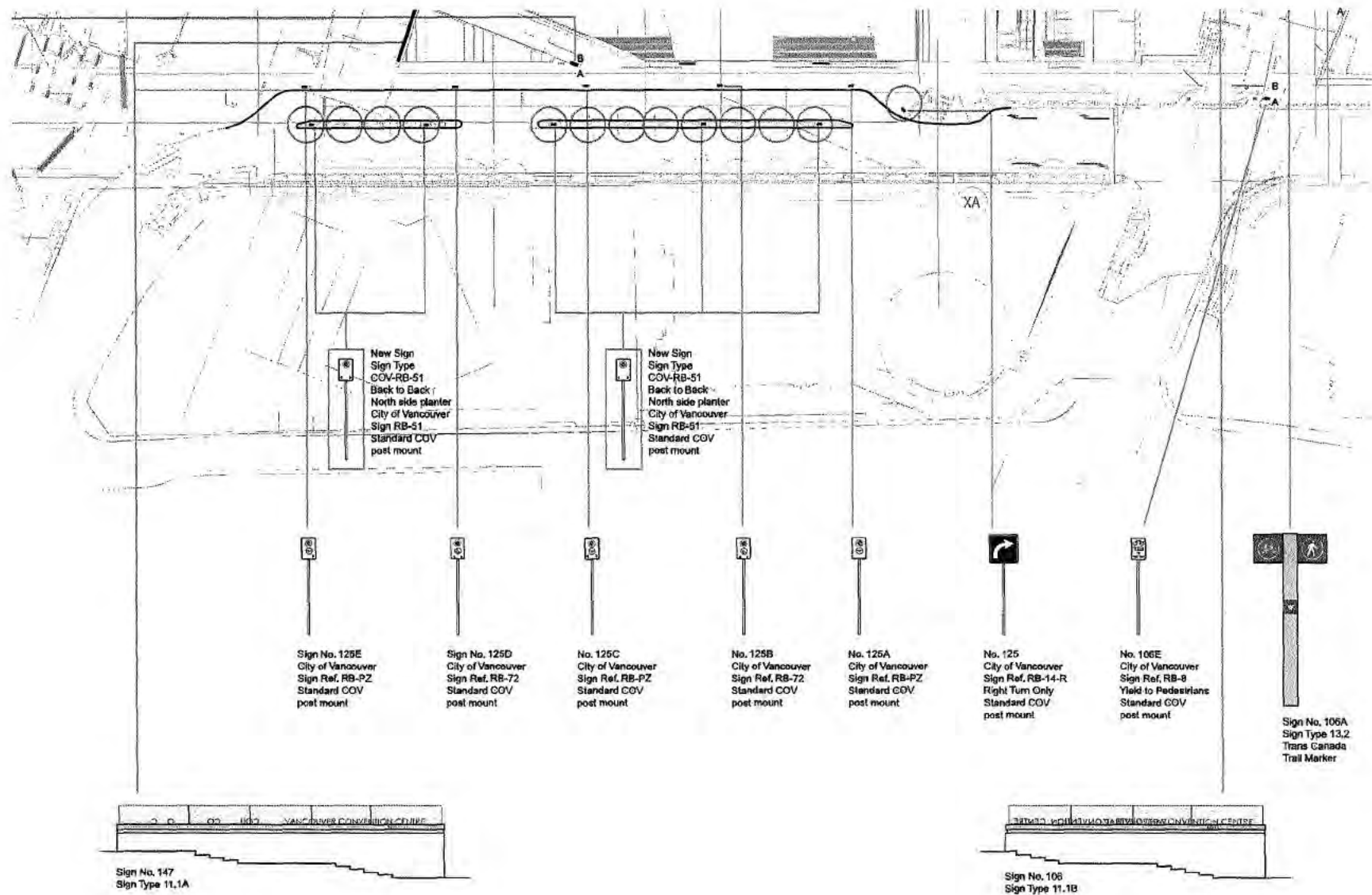


Exhibit 7

Multi-Way Traffic Signage Plan

Vancouver Convention Centre Expansion Project

Traffic Management Plan

- Past experience with the same or like-events;
- Information received from previous host venues regarding the above factors.

Information for each event is further analyzed against information of all other VCEC events taking place at the same time. An overall coordinated plan is developed and resources are prepared for implementation. This process of assessment and planning will continue for events at the expanded VCEC West facility.

Depending on the overall level of activity and event requirements, the facility will operate the Multi-Way under one of the following states or conditions:

State 1: Multi-Way Closed

State 2: General Day to Day Operations

State 3: High Volume Event Days

State 4: Extenuating Circumstances TMP (i.e., 90th "plus" percentile conditions)

Outlined below is a set of the general operating regulations anticipated for each of these four operational states of the Multi-Way:

State 1: Multi-Way Closed

Refer to **Exhibit 8a**. During periods when the facility is closed, e.g., late evening/early morning hours, and there is no reason for the Multi-Way to be operational, the VCEC will close it to traffic. This will prevent misuse of the area by non-approved vehicles and will be achieved through:

- Use of temporary traffic barriers to block all vehicle access to the Multi-Way, with signage indicating that the Multi-Way is closed and directions to the main loading area and security telephone number;
- Regular VCEC Security patrols;
- Vehicles found parked will be ticketed and towed by VCEC.

Vancouver Convention and Exhibition Centre

Canada Place Multi-Way Facility - Traffic Management

State 1: Multi-Way Closed

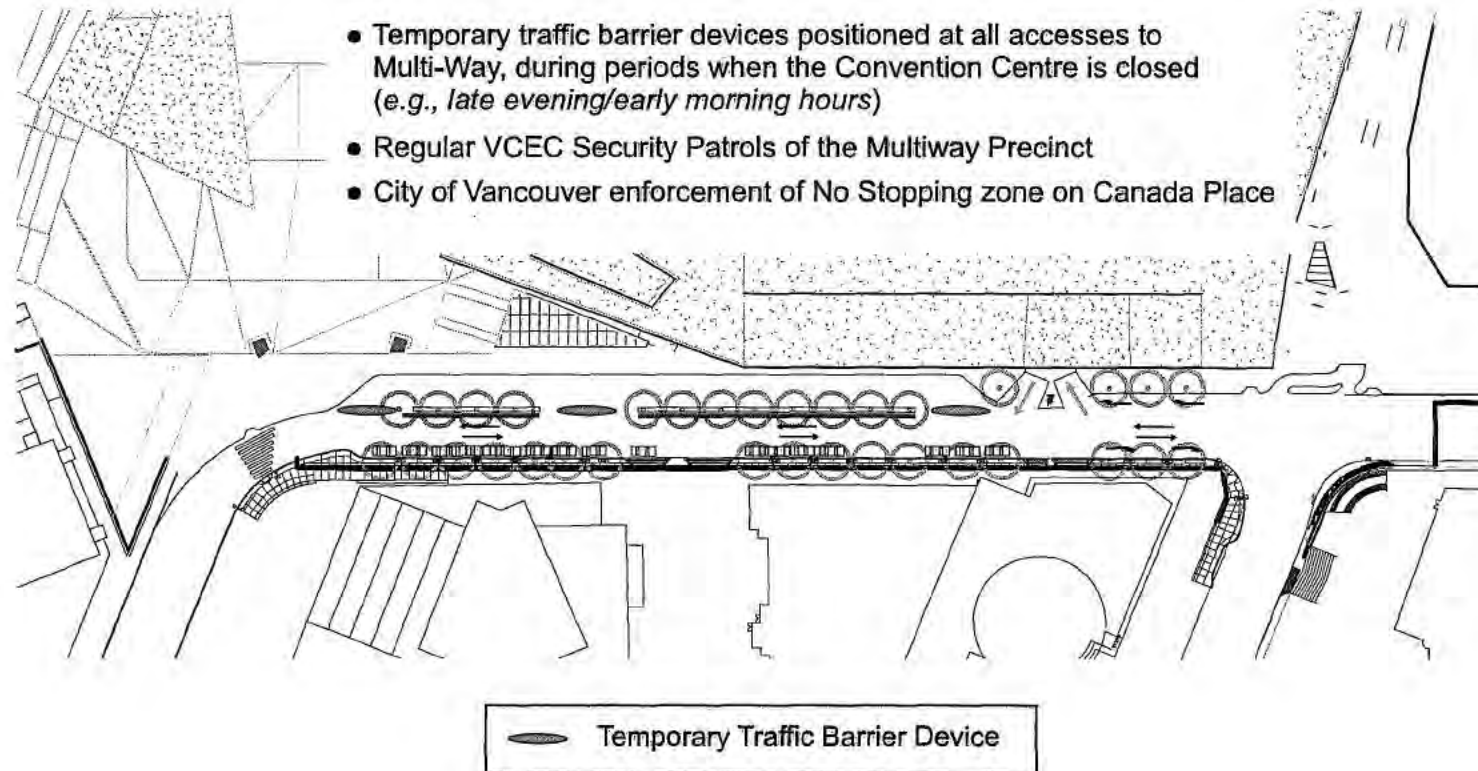


Exhibit 8a Multi-Way Traffic Management - Operational State 1 (Multi-Way Closed)

Vancouver Convention Centre Expansion Project
Traffic Management Plan

State 2: General Day to Day Operations

Refer to **Exhibit 8b**. This state refers to the operations of the Multi-Way during general daytime and evening hours whilst the facility is in operation with the normally anticipated amount of event activity.

Bunt & Associates' Parking and On-Site Transportation Report prepared for the Vancouver Convention Centre Expansion Project included a detailed consideration of the anticipated curbside passenger loading/unloading activity for the VCEC West facility for the 90th percentile design attendance (6,000 persons over a single day) condition. For typical day to day operations at the VCEC West facility with attendance levels at one-third to one-half the 90th percentile condition, i.e., in the range of 2,000 to 3,000 persons, approximately 140 to 200 taxis, limousines, and private automobiles are expected to pick-up/drop-off passengers at VCEC West during the busiest one hour period of the day. This volume will require a total of 3-4 curbside taxi and private vehicle pick-up/drop-off spaces (based on a 60 second average dwell time for taxi and private vehicle pick-up/drop-offs which is twice the average dwell time observed at the existing convention centre for this activity). In addition to this curbside space for taxis, limousines, and private vehicle pick-up/drop-offs, additional space for between one to two full-size highway coach buses will be required (assuming passenger drop-off only and 10 minute dwell time for buses).

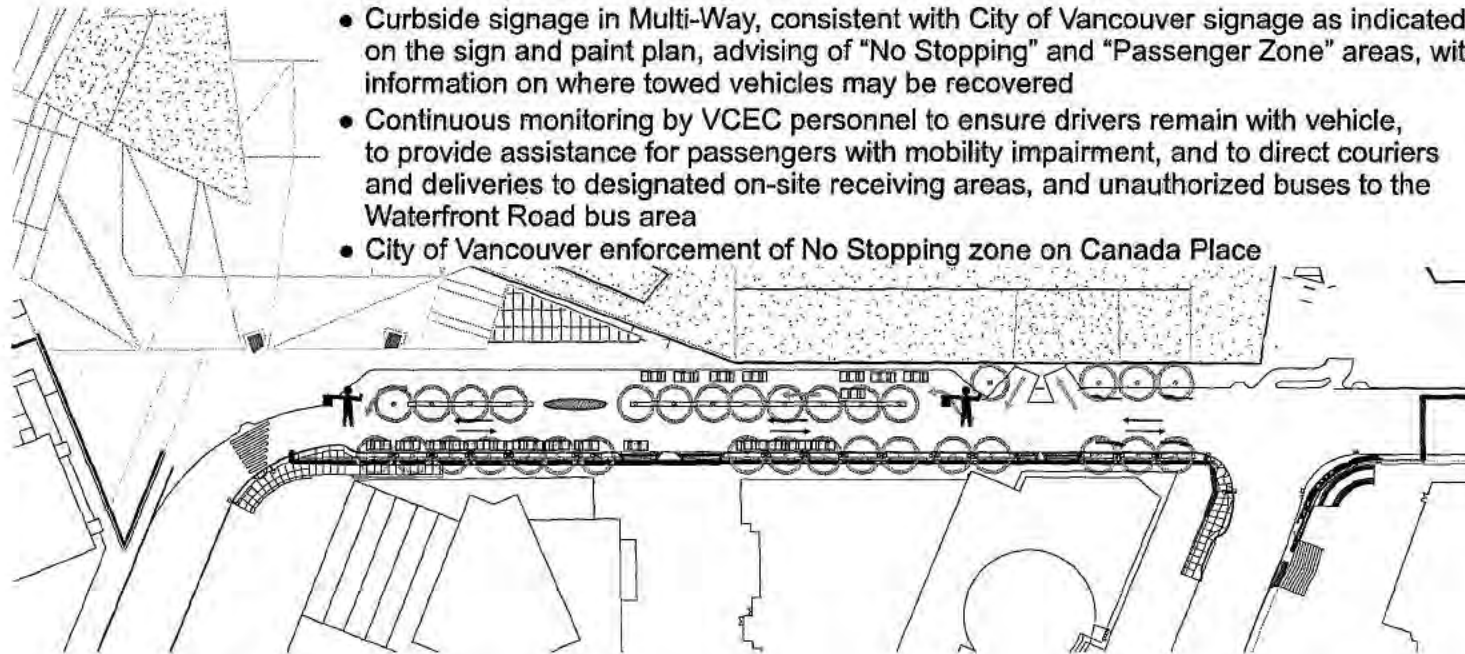
- By way of pre-programmed arrangements, use of Vancouver Traffic Authority (VTA) personnel at the entrance of the Multi-Way to allow access for pick up and drop off by taxis, limousines, personal vehicles, and pre-authorized buses. Depending on activity levels, the mid-entrance/exit may or may not be closed by temporary traffic barriers;
- Curbside signage within the Multi-Way indicating "No Stopping" and "Passenger Zone" for passenger drop-off/pick-up use only, and information on where towed vehicles may be recovered. This will be enforceable by the VCEC personnel empowered to ticket and tow violators in the Multi-Way;
- VCEC personnel at the curb to monitor vehicles and to ask drivers not to leave their vehicles;
- VCEC personnel, properly trained in Traffic Control methods, to monitor access points to the Multi-Way if the VTA is called away;
- VCEC personnel to provide assistance for those with mobility impairment or requiring other assistance;
- VCEC personnel to ensure there are no freight deliveries or pickups on the Multi-Way, and that unauthorized buses are directed to the Waterfront Road north curbside passenger loading area;

Vancouver Convention and Exhibition Centre

Canada Place Multi-Way Facility - Traffic Management

State 2: General Day to Day Operations

- Pre-programmed deployment of Vancouver Traffic Authority (VTA) personnel, hired by VCEC, at Multi-Way access points to regulate in/out movements during general daytime and evening hours that the facility is in operation
- Curbside signage in Multi-Way, consistent with City of Vancouver signage as indicated on the sign and paint plan, advising of "No Stopping" and "Passenger Zone" areas, with information on where towed vehicles may be recovered
- Continuous monitoring by VCEC personnel to ensure drivers remain with vehicle, to provide assistance for passengers with mobility impairment, and to direct couriers and deliveries to designated on-site receiving areas, and unauthorized buses to the Waterfront Road bus area
- City of Vancouver enforcement of No Stopping zone on Canada Place



- Temporary Traffic Barrier Device (possible use at centre opening to Multi-Way)
- Possible deployment locations for VTA personnel for traffic control purposes depending on activity levels

Exhibit 8b

Multi-Way Traffic Management - Operational State 2 (General Day to Day Operations)

Vancouver Convention Centre Expansion Project

Traffic Management Plan

State 3: High Volume Event Days

Refer to **Exhibit 8c**. This state will be enforced when thorough analysis of in-house and external event traffic indicates a higher than normally anticipated volume or if specific event requirements call for a higher level of coverage.

The 90th percentile design condition used for the transportation assessment of the VCEC facility is anticipated to involve up to 415 taxis, limousines, and private automobile drop-off/pick-ups during the busiest one hour period of the day requiring a total of 7 curbside taxi and private vehicle pick-up/drop-off spaces for taxi and private vehicle pick-up/drop-offs which is double observed). In addition to this curbside space for taxis, limousines, and private vehicle pick-up/drop-offs, additional space for up to two full-size highway coach buses was identified (assuming passenger drop-off only and 10 minute dwell time for buses). For this high volume event day condition, efficiency of operations in this state will be achieved through:

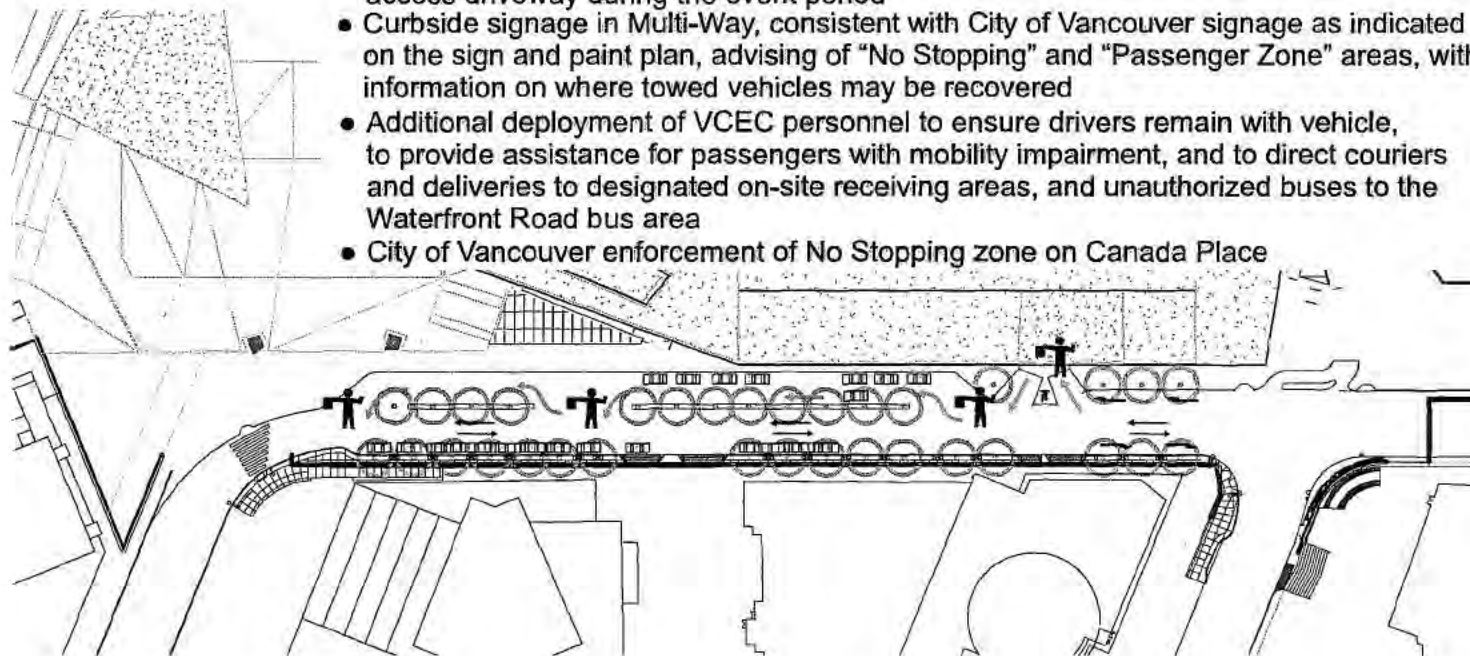
- Additional VTA officers and VCEC personnel will be scheduled to manage the anticipated increased volume or special circumstances;
- By way of pre-programmed arrangements, use of VTA at the entrance and mid way entrance/exit to allow access for pick up and drop off by taxis, limousines, personal vehicles, pre-authorized buses and Event Bus Initial Arrivals;
- Curbside signage within the Multi-Way indicating "No Stopping" and "Passenger Zone" for passenger drop-off/pick-up use only. This will be enforceable by the VCEC personnel empowered to ticket and tow violators in the Multi-Way;
- VCEC personnel at the curb to monitor vehicles and to ask drivers not to leave their vehicles;
- VCEC personnel, properly trained in Traffic Control methods, to monitor access points to the Multi-Way if the VTA is called away;
- VCEC personnel to provide assistance for those with mobility impairment or requiring other assistance;
- VCEC personnel to ensure there are no freight deliveries or pickups on the Multi-Way, and that unauthorized buses are directed to the Waterfront Road north curbside passenger loading area.

Vancouver Convention and Exhibition Centre

Canada Place Multi-Way Facility - Traffic Management

State 3: High Volume Event Days

- By way of pre-programmed arrangements, additional deployment of Vancouver Traffic Authority (VTA) personnel, hired by VCEC, to regulate in/out access and traffic operations along the Multi-Way, and pedestrian crossings of the parkade access driveway during the event period
- Curbside signage in Multi-Way, consistent with City of Vancouver signage as indicated on the sign and paint plan, advising of "No Stopping" and "Passenger Zone" areas, with information on where towed vehicles may be recovered
- Additional deployment of VCEC personnel to ensure drivers remain with vehicle, to provide assistance for passengers with mobility impairment, and to direct couriers and deliveries to designated on-site receiving areas, and unauthorized buses to the Waterfront Road bus area
- City of Vancouver enforcement of No Stopping zone on Canada Place



Possible deployment locations for VTA personnel for traffic control purposes depending on activity levels

Exhibit 8c Multi-Way Traffic Management - Operational State 3 (High Volume Event Days)

Vancouver Convention Centre Expansion Project
Traffic Management Plan

State 4: Extenuating Circumstances TMP

In the rare occurrence that the preceding three states of operation are not sufficient to effectively operate the Multi-Way, a specific TMP will be developed and implemented to address the unique circumstances presented. Criteria that will help identify extenuating circumstances will include but is not limited to;

- Exceedingly high event attendance;
- Exceedingly large outdoor events;
- Large and unique vehicles requiring entry to the facility plaza areas;
- Set-up of vehicles, staging and or production equipment on outdoor areas of the facility;
- Major event related bus movements that require both Canada Place and Waterfront Road use;
- VIP Motorcade/Security sensitive vehicle movements.

3.2 MULTI-WAY – VCEC EVENT BUS PASSENGER LOADING/UNLOADING

The events at the VCEC do not typically generate large volumes of bus traffic on a regular basis. Generally, delegates proceed directly to their hotels upon arrival in the City. The majority of bus movements generated by events are planned in advance between the VCEC and their clients and coordinated with the use of VCEC staff and Vancouver Traffic Authority (VTA) which is hired by the facility on an event by event basis. It has been the experience of the facility that these movements are not typically the cause of significant impact on the Canada Place roadway. However, the facility has experienced a significant impact arising from city tour bus operations and other bus traffic unrelated to the VCEC.

Because of this, the facility recognizes the importance of proper management and enforcement of procedures for the Multi-Way. The Multi-Way and the proper management of it are critical to the VCEC from a reputational and logistics standpoint. The goal of the VCEC is to ensure an arrival experience for delegates and VIP's that is well-orchestrated and showcases the signature landmark that is the newly expanded VCEC as the first impression upon arrival. In addition, the Multi-Way will serve, on many occasions, as the ceremonial arrival for dignitaries and other special guests who are so often part of international meetings and gatherings.

To this end, the facility is planning to fully manage the Multi-Way to include the appropriate loading and off-loading of event-related buses when required by the occasion. It is not the VCEC's intention to generally direct its bus operations to the Multi-Way, but it would be advantageous and important that this option is available for pre-authorized buses and special event groups. Private tour buses and other buses such as the Airporter will not have access to the Multi-Way.

3.3 WATERFRONT ROAD CURBSIDE

The entire 200 metre long lay by lane planned for the north side of Waterfront Road along the Convention Centre frontage will be posted with passenger pick-up/drop-off only signage. Parking for private vehicle traffic will not be permitted at any time. Permitted use of the curbside space on Waterfront Road will include parking for VCEC event buses and passenger pick-up/drop-off for taxis, limousines, and private vehicles. As with the Canada Place Multi-Way, drivers will be required to stay with their vehicles.

As described in Section 3.1, the planned Multi-Way facility on the Canada Place viaduct level is expected to be able to accommodate the peak period passenger loading/unloading activity for taxis, limousines, and private vehicles pick-up/drop-offs, and bus off-loading even for the 90th percentile design attendance condition (6,000 persons over a single day) at VCEC West.

3.4 WATERFRONT ROAD WEST TURNAROUND LOOP

A schematic plan of the Waterfront Road West Turnaround Loop is shown in **Exhibit 9**. There will be no parking or passenger pick-up/drop-off permitted along the curb edge of this turnaround loop as the full roadway width is required to accommodate larger vehicle movement.

The central island on the West Turnaround Loop has been configured with 4 loading spaces for short-term use.