

3. PROVIDED that nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise, to construct, install or maintain the said works or any of them, or any public work or utility whatsoever on the said lands or any portion thereof.

4. The Grantor covenants and agrees with the Grantee that the Grantor will not, while at any time otherwise having the right so to do, maintain any embankment or fill or any building or structure of any kind whatsoever which shall occupy, and will not erect any embankment or fill or any building or structure of any kind which shall occupy, any portion of the said easement area, including the subsoil thereof, other than a boundary fence, and that in the event of the maintenance or erection of any such embankment or fill or any such building or structure as aforesaid, and the neglect of the Grantor to remove the same within thirty (30) days after receipt of notice in writing from the Grantee requiring such removal, the Grantee, in addition to any other right or remedy secured to the Grantee by these presents or otherwise, shall have the right, liberty and easement to do all things necessary to remove the same without any liability for damage; and the Grantor shall forthwith pay to the Grantee all costs, charges and expenses to which the Grantee may be put by reason of such removal, which costs, charges and expenses shall be and remain at all times charged upon and against the said lands.

5. It is hereby understood, covenanted and agreed that the covenants herein contained shall be covenants running with the said lands and with public streets and lanes abutting upon the said lands, and that none of the covenants herein contained shall be personal or binding upon the parties hereto save and except during the Grantor's seizin of or ownership or any interest in the said easement area, and with respect

- 4 -

only to that portion of the said easement area of which the Grantor shall be seized or in which he shall have an interest; but that the said lands shall, nevertheless, be and remain at all times charged therewith.

6. The Grantor doth hereby release and forever discharge the Grantee from and against all manner of actions, causes of action, suits and demands whatsoever at law or in equity which the Grantor may at any time have by reason of the laying, construction, repair, renewal, maintenance, inspection or removal of the said works, or any of them, or any portion thereof.

7. Save as aforesaid, nothing in this indenture shall be interpreted so as to restrict or prevent the Grantor from using the said easement area in any manner which shall not interfere with the security or efficient functioning of or unobstructed access to the said works.

8. These presents shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

9. Words herein importing the singular number, or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, whenever the context so requires.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal, and the Grantee has caused these

presents to be sealed with the Common Seal of the City
of Vancouver and signed by the authorized signatory on
the day and year first above written.

SEALED with the Common Seal of)
the CITY OF VANCOUVER and signed by:)


Authorized Signatory (Grantor)

SEALED with the Common Seal of)
the CITY OF VANCOUVER and signed by:)


Authorized Signatory (Grantee)

J 73404

SCHEDULE "A"

All that portion of Block 903, District Lot 526,
Plan 13962, Group One, New Westminster District,
described as follows:

Commencing at a point in the southerly limit of said
Block 903 which bears N 86° 58' 20" W, 500.0 feet from
the southeasterly corner of said Block 903;

Thence S 86° 58' 20" E, 20.44 feet, following in said
southerly limit of said Block 903;

Thence N 8° 52' W, 269.32 feet;

Thence N 2° 17' 30" E, 202.56 feet;

Thence N 61° 36' W, 152.02 feet;

Thence N 17° 13' E, 366.82 feet;

Thence N 23° 34' E, 134.18 feet;

Thence N 4° 56' E, 129.3 feet;

Thence N 39° 54' E, 26.21 feet, more or less, to intersection
with the northerly limit of said Block 903, at a point 483
feet westerly from the northeasterly corner of said Block
903;

Thence N 86° 42' 20" W, 35.03 feet, following in said
northerly limit of said Block 903;

Thence S 4° 56' W, 146.5 feet;

Thence S 23° 34' W, 132.02 feet;

Thence S 17° 13' W, 384.38 feet;

Thence S 61° 36' E, 155.98 feet;

Thence S 2° 17' 30" W, 192.04 feet;

Thence S 8° 52' E, 267.07 feet, more or less, to the
point of commencement.

As same as shown heavy outlined on plan prepared by David P.
Johansen, B.C.L.S., dated September 2, 1981, and marginally
numbered LE 5550, a print of which is attached hereto.

PLAN REFERRED TO HEREIN

CONSERVED AND HELD UNDER

DOCUMENT NUMBER J 73404

Y/2

J 73403 73403
3245-619528-L

SEP 25 1 59 P 81

LAND TITLE OFFICE
VANCOUVER B.C.

Space above for Land Title Office Use

NATURE OF CHARGE

Statutory Right-of-Way

Address of person entitled to be registered as owner if different than shown on instrument:

Form 17
Section 152(1) Land Title Act

Full name, postal address and telephone of person presenting instrument for registration:

LAW DEPARTMENT,
CITY OF VANCOUVER
453 West 12th Avenue,
Vancouver, B.C.
V5Y 1V4
Telephone: 873-7514

True Value:

100.00

Herewith Fees

\$ 11.00

For Land Title
Office Use

THIS AGREEMENT made this 23rd day of September in the year of Our Lord one thousand nine hundred and eighty-one.

BETWEEN:

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

(hereinafter called "the Grantor")

OF THE FIRST PART

AND:

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

(hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the owner of lands in the City of Vancouver, Province of British Columbia, and more particularly described as follows:

Block 903

District Lot 526

Group 1, NEW WESTMINSTER DISTRICT

Plan 13962

(hereinafter called "the said lands");

4780 TRN 10 REG 1 CLK 11.00 CHRG
PAID - "BCG" VANCOUVER "LTD"

AND WHEREAS the Grantor has agreed to grant unto the Grantee a Statutory Right-of-Way for public utility purposes over a portion of the said lands described in Schedule "A" (hereinafter called "the said easement area")

Part in EXPLANATORY PLAN 15770

SRW.

- 1A -

AND WHEREAS the parties hereto have mutually agreed, each with the other, according to the terms, covenants and conditions hereinafter set forth;

AND WHEREAS the Statutory Right-of-Way is necessary for the operation and maintenance of the Grantee's undertaking.

NOW THIS INDENTURE WITNESSETH

1. THAT, in consideration of the premises and of the terms, covenants and conditions on the part of the Grantee to be performed and observed herein, the Grantor doth hereby grant and convey unto the Grantee the full, free and uninterrupted right, liberty and easement for the Grantee, its licencees, agents, servants, officials and workmen, at all times hereafter, by night and by day, and at their will and pleasure, for the benefit of the Grantee, to enter, labour, go, return, pass and repass upon and along the said easement area, of the said lands, and to dig up the soil thereof, and to lay down, construct, install and maintain water-mains, sewers, drains, ditches, manholes, pipes, or any of them, or any other utility including conduits, wires, pipes, poles, cables, equipment and apparatus for gas, electric light and heat, and power and telephone services for the purpose of conveying, draining or disposing of water, sewage, liquid waste, or any of them or supplying electric, gas and telephone services, over, through or under the said easement area, and to place therein and thereon conduits, pipes, wires, poles, cables, equipment and apparatus for telephone, electric light, electric heat and power and for other electric services or purposes as the Grantee may require or may be deemed expedient, and the same to cover with soil, alter, enlarge, remove, repair, renew, maintain, inspect and replace as may be necessary and expedient by the Grantee or its licencees, agents, servants, officials and workmen, together with the right, liberty and easement of unobstructed access to the said easement area, and to have the said easement area, including the subsoil thereof, remain at all times unoccupied by any embankment or fill, or by any building or structure likely to obstruct such access, other than a boundary fence. For the purposes of these presents, the said water-mains, sewers, drains, manholes, conduits, wires, poles, cables, pipes, and other utilities, and each and every of them, and all works forming part thereof, are hereinafter called "the said works".

2. TO HAVE AND TO HOLD unto the Grantee from and after the date hereof as appurtenant to the public streets and lanes abutting on the said lands, forever.

- 3 -

3. PROVIDED that nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise, to construct, instal or maintain the said works or any of them, or any public work or utility whatsoever on the said lands or any portion thereof.

4. The Grantor covenants and agrees with the Grantee that the Grantor will not, while at any time otherwise having the right so to do, maintain any embankment or fill or any building or structure of any kind whatsoever which shall occupy, and will not erect any embankment or fill or any building or structure of any kind which shall occupy, any portion of the said easement area, including the subsoil thereof, other than a boundary fence, and that in the event of the maintenance or erection of any such embankment or fill or any such building or structure as aforesaid, and the neglect of the Grantor to remove the same within thirty (30) days after receipt of notice in writing from the Grantee requiring such removal, the Grantee, in addition to any other right or remedy secured to the Grantee by these presents or otherwise, shall have the right, liberty and easement to do all things necessary to remove the same without any liability for damage; and the Grantor shall forthwith pay to the Grantee all costs, charges and expenses to which the Grantee may be put by reason of such removal, which costs, charges and expenses shall be and remain at all times charged upon and against the said lands.

5. It is hereby understood, covenanted and agreed that the covenants herein contained shall be covenants running with the said lands and with public streets and lanes abutting upon the said lands, and that none of the covenants herein contained shall be personal or binding upon the parties hereto save and except during the Grantor's seizin of or ownership of any interest in the said easement area, and with respect

- 4 -

only to that portion of the said easement area of which the Grantor shall be seized or in which he shall have an interest; but that the said lands shall, nevertheless, be and remain at all times charged therewith.

6. The Grantor doth hereby release and forever discharge the Grantee from and against all manner of actions, causes of action, suits and demands whatsoever at law or in equity which the Grantor may at any time have by reason of the laying, construction, repair, renewal, maintenance, inspection or removal of the said works, or any of them, or any portion thereof.

7. Save as aforesaid, nothing in this indenture shall be interpreted so as to restrict or prevent the Grantor from using the said easement area in any manner which shall not interfere with the security or efficient functioning of or unobstructed access to the said works.

8. These presents shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

9. Words herein importing the singular number, or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, whenever the context so requires.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal, and the Grantee has caused these

- 5 -

presents to be sealed with the Common Seal of the City
of Vancouver and signed by the authorized signatory on
the day and year first above written.

SEALED with the Common Seal of)
the CITY OF VANCOUVER and signed by:)


Authorized Signatory (Grantor))

SEALED with the Common Seal of)
the CITY OF VANCOUVER and signed by:)


Authorized Signatory (Grantee))

J 73403

SCHEDULE "A"

All that portion of Block 903, District Lot 526,
Group One, New Westminster District, Plan 13962,
described as follows:

Commencing at a point in the southerly limit, N 86°
58' 20" W, 1548 feet from the southeasterly corner
of said Block 903;

Thence N 1° 40' 20" E, 1166.39 feet, more or less,
to intersection with the northerly limit of said
Block 903, at a point 1553 feet westerly from the
northeasterly corner of said Block 903;

Thence N 86° 42' 20" W, 30.01 feet, following in the
said northerly limit of said Block 903;

Thence S 1° 40' 20" W, 1166.53 feet, more or less, to
intersection with the southerly limit of said Block 903;

Thence S 86° 58' 20" E, 30.01 feet, more or less, following
in the said southerly limit of said Block 903, to the
point of commencement.

As same as shown heavy outlined on plan prepared by David P.
Johansen, B.C.L.S., dated September 2, 1981, and marginally
numbered LE 5555, a print of which is attached hereto.

PLAN REFERRED TO HEREIN
PRESERVED AND HELD UNDER
DOCUMENT NUMBER J 73403



LAND REGISTRY
VANCOUVER, B.C.

LAND REGISTRY ACT
FORM A, SPECIAL
(Section 126)

619528
619528

71 FEB 1 PM 11:15
S 105

Application for (Registration of the Fee-simple and/or) the Issuance of a
Certificate of Indefeasible Title to the Land Described Hereunder

* Delete in cases within sections 160 and 161.

A. State the present
or pending fee-simple
registration number(s).

A. Title reference:

Vol. 3242 Fol. 618900L GT C

In ☐ or produced ☐

Vol. 3242 Fol. 618901L GT C

In ☐ or produced ☐ 618902L C

Extra fee items:

Merger(s) - ☐
Plan - ☐
Plan amendment - ☐
Consolidation - ☐

B. (1) E.g., if husband
and wife, John Carr,
welder, and Mary
Carr, his wife, of 123
Horse Street, Duncan,
B.C. A non-resident
may be required to
give a second address
for service within
British Columbia.

B. (1) Full name, address, and occupation of
(each) applicant:

CITY OF VANCOUVER

B. (2) Expected future address
(if any):

B. (2) See s. 123,
Land Registry Act.

B. (3) Inapplicable to
corporations.

B. (3) I am (informed by _____ and verily believe that (each) applicant is) *
a British subject. (* Insert "not" where necessary.)

C. Use figures for
numbers; e.g., Lot 1.

C. The land is situate in _____ and is described as: _____
(Municipality or assessment district.)

BLOCK 903
DISTRICT LOT 526
COINWD
PLAN 13962

D. If a charge-holder
is a party, specify each
estate and interest;
e.g., John Carr, in fee;
Mary Carr, holder of
right to purchase
2345-Bd.

D. The present owner(s) of the fee-simple and any charge-holder(s) concerned in the transaction(s)
stated in E and whose interests are cancelled by the transaction(s) referred to in E is (are):

SEE B (1)

E. (1) This application is supported by one or
more instruments executed by or on be-
half of the person(s) named in D, to wit:
Conveyance in fee dated:
Quit claim dated:

Or E. (2) Transmission upon death:

[_____] to the
(Date)
executor(s), administrator(s), surviving
joint tenant(s) (underline one).

Other (specify, using back if necessary):

See Documents Filed
Other (specify, using back if necessary):

BLOCK 902, 888, LOT 618900 & CHAINED LOTS 526, PLAN 13962

F. See s. 131. Delete
"not" where certifi-
cate is produced.

F. Tax certificate(s) (not) produced.

G. Present market value \$ 13961

G. Read underlined
part of statutory
declaration below.

I, _____, solemnly declare that I am
(or solicitor for or the duly authorized agent of the (other) applicant(s) named above, and that I
am (are, is) entitled to be
registered for the fee-simple and claim registration accordingly; that the facts set out in A to G above are true and correct and form part of
this declaration; I have investigated and ascertained the value of the said land and that its market value, including all buildings and improvements
thereon erected, is at the date hereof the amount set forth in G, above; and that the title deeds mentioned above are all those in my
possession, custody, or power relating to said land (in the case of solicitor or agent add); and to the best of my belief there are none other in
the custody, possession, or power of the applicant relating to same; and that I am duly authorized by the applicant(s) to make this application.

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

I An agent must be of
the full age of 21 years
and reside in
British Columbia.

DECLARED before me this _____

day of _____, 19____
at _____, B.C.

(Signature)

Firm name

(if any)

and post office address _____

(For mailing notices and documents.)

Phone No. (if local) _____

A Notary Public in and for British Columbia.
A Commissioner for Taking Affidavits for
British Columbia.
(For other officers see s. 61, Land Registry Act.)

You may obtain delivery of certificate of title unless the land is subject to a mortgage or other encumbrance
charge (see section 143). Do you wish delivery? _____

FOR OFFICE USE ONLY

SC - STATUTORY
THOSE PORTION

RC 522051M
15-1-71 3:48

RC 522052M
15-1-71 3:50

OVER ALL EXCEPT FORWARDED
CLOSED 20205 PLAN 8764
AND PART
CITY OF VANCOUVER FOR 20204-462 Page 3 of 668
OVER ALL EXCEPT FORWARDED
CLOSED 20205 PLAN 11264 AND PART

RC 522052
15-1-71 3:50

INCLUDED IN REFERENCE PLAN 1306
OVER THESE PORTIONS
OLD ROAD PLAN 11764 AND PART
INCLUDED IN
REFERENCE PLAN 1306.

VANCOUVER, B.C.

JAN 15 PM 3 LAND REGISTRY ACT
(Section 101)

619528
FORM K

Application to Deposit Plan of Subdivision

Block 8902

L 13962

I hereby, on behalf of City of Vancouver

JAN 15-71 467065 L&R

apply to deposit a plan of the subdivision of Block 899, Lots 1-6 of Block 900 (Plan 11764) and closed road dedicated by Plan 11764 and Block 902 (Plan) and portion of D.L. 526 (Point Grey Reservoir) as shown coloured red on Reference Plan 1306, all in District Lot 526, G. 1, N.W.D.,

I enclose herewith fees to the amount of \$ 8.00

PLAN REFERRED TO HEREIN
PRESERVED AND HELD UNDER

DOCUMENT NUMBER 619528

Dated the 15th day of January, 1971

KEY
61
CV

G.R. Reader
Applicant.

City Hall, Law Dept.
(Address.)

★ Form 13-10M-668-5380 (2)

618901 L

52-15-17

522052

THIS AGREEMENT made as of the 15th day of January, 1971

BETWEEN:

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

(hereinafter called the "City")

OF THE FIRST PART

AND:

THE ROYAL TRUST COMPANY, 555 Burrard
Street, Vancouver, British Columbia

(hereinafter called the "Trust Company")

OF THE SECOND PART

FORM G. LAND REGISTRY ACT
(SECTION 50)
MEMORANDUM OF REGISTRATION
REGISTERED

DEC 19 1971

ON 2-19-1971 received at the time
of filing or stamped on the application,
J. M. D. TOOTHILL, Registrar
Vancouver Land Registration District

WITNESSETH THAT WHEREAS:

A. The Trust Company is the registered owner of ALL
AND SINGULAR that certain parcel or tract of land situate,
lying and being in the City of Vancouver, in the Province of
British Columbia, more particularly known and described as

That part of District Lot 526, Group 1,
New Westminster District (Reference Plan 813)
shown as Block 901 on a plan of subdivision of
a portion of the said District Lot 526 prepared
by David P. Johansen, B.C.L.S. from a survey
completed by him on the 15th day of December, 1970,
a print of which is attached hereto as Schedule I

(which, notwithstanding the actual area thereof, is hereinafter
called the "twelve acres");

B. The City is the beneficial owner of ALL AND SINGULAR
those certain parcels or tracts of land situate, lying and being
in the City of Vancouver in the Province of British Columbia
more particularly known and described as

Firstly Portion of District Lot 526 (Point
Grey Reservoir) as shown coloured
red on Reference Plan 1306; and

Secondly the closed streets dedicated by the
deposit of Subdivision Plan 11764

PLAN REFERRED TO HEREIN

PRESERVED AND HELD UNDER

(hereinafter called the "City lands");

C. The Trust Company has agreed to sell and to convey to the City ALL AND SINGULAR those certain parcels or tracts of land situate, lying and being in the City of Vancouver in the Province of British Columbia more particularly known and described as

Firstly Block 899

Secondly Lots 1 to 6 inclusive,
Block 900,

All in District Lot 526,
Group 1,
New Westminster District,
Plan 11764, and

Thirdly That part of District Lot 526, Group 1,
New Westminster District (Reference Plan
813) shown as Block 902 on a plan of
subdivision of a portion of the said
District Lot 526 prepared by David P.
Johansen, B.C.L.S. from a survey completed
by him on the 15th day of December, 1970,
a print of which is attached hereto as
Schedule I

(which are hereinafter collectively called Parcel "B") subject,
inter alia, to certain restrictive covenants;

D. Parcel B is adjacent to the City lands and to the
twelve acres;

E. The City has agreed, as part of the consideration
for the sale and conveyance of Parcel B to the City that the
City will enter into this agreement;

NOW, THEREFORE and for certain valuable consideration,
the receipt of which is hereby acknowledged by the City, the
City does hereby covenant and agree to and with the Trust Company
as the registered owner of the twelve acres as follows:

1. That the City lands shall be subject to the restrictions
set out in the Schedule of Restrictions attached hereto and shall
be put to no use which is prohibited by the Schedule of Restrictions.

2. Invalidation of any one or more of the restrictions
set forth in the Schedule of Restrictions by judgment, court

order, statute, rule of law or otherwise shall not affect any of the other restrictions set forth therein not thereby invalidated and any restriction or restrictions not invalidated shall remain in full force and effect.

3. That the Schedule of Restrictions may be varied, waived, released, modified or amended from time to time in whole or in part only by agreement with the beneficial owner from time to time of the twelve acres given in writing and in form suitable for registration.

4. That the restrictions hereby imposed shall not be deemed to be exclusive either of any obligations liabilities or requirements imposed by statute or law or equity on the owners or occupiers of the City lands all of which will be duly observed and complied with.

5. That these restrictive covenants are granted by the City with the intent that they will be binding upon the City and upon its successors in title to the City lands so long as it or they shall have any right, title or interest in and to the City lands and with the intent that these restrictive covenants shall enure to the benefit of the Trust Company and its successors in title to the twelve acres and shall be appurtenant to the twelve acres; and the City hereby covenants with the Trust Company that the City and its successors in title will at all times hereafter observe and perform the restrictions set forth in the Schedule of Restrictions with the intent also that this covenant and such restrictions shall be a charge upon and shall run with and be binding upon the City lands and every part thereof and shall enure to the protection and benefit of the twelve acres and every part thereof and the owners of any right, title or interest in the twelve acres and the occupiers thereof for the time being, severally, and their successors in title and interest with full power to enforce the performance and observance thereof.


6. The City will not sell, transfer, convey or otherwise alienate the City lands or any part thereof or any interest therein except to a purchaser who shall, prior to or concurrently with such sale, transfer, conveyance or alienation, covenant with the City to observe and comply with these restrictive covenants and the restrictions set out in the Schedule of Restrictions including, without limiting the generality of the foregoing, the obligations imposed by this paragraph.

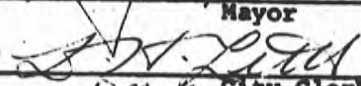
7. This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute the one and the same instrument.

8. This agreement shall be read and held as made by and with, granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors and assigns as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places; and wherever the singular or masculine pronoun is used the same shall be construed as meaning the plural or feminine or body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first above written.

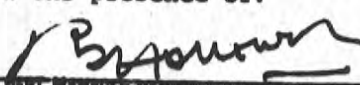
RKB
Sealed with the Common seal)
of the CITY OF VANCOUVER)
in the presence of:)




Mayor)


City Clerk)

SIGNED, SEALED AND DELIVERED)
by THE ROYAL TRUST COMPANY)
in the presence of:)



MORTGAGES OFFICER VANCOUVER BRANCH)


MORTGAGES OFFICER VANCOUVER BRANCH)

VANCOUVER, B.C.

71 JAN 15 PM 3 48



LAND REGISTRY ACT
FORM A, SPECIAL
(Section 126)

618901

No.

Application for (Registration of the Fee-simple and*) the Issuance of a
Certificate of Indefeasible Title to the Land Described Hereunder

* Delete in cases within sections 160 and 161.

A. State the present
or pending fee-simple
registration number(s).

A. Title reference: ~~closed road~~

Vol. Fol.

In ☐ or produced ☐

Vol. 3242 Fol. 618999L NO 15001702

In ☐ or produced ☐ G.T.

Extra fee items:

Merger(s) - ☐
Plan - ☐
Plan amendment - ☐
Consolidation - ☐

B. (1) E.g., if husband
and wife, John Carr,
holder, and Mary
Carr, his wife, of 123
Howe Street, Duncan,
B.C. A non resident
may be required to
give a second address
for service within
British Columbia.

B. (2) See s. 123,
Land Registry Act.

B. (3) Inapplicable to
corporations.

B. (1) Full name, address, and occupation of
(each) applicant:

City of Vancouver

B. (2) Expected future address
(if any):

B. (3) I am (informed by and verily believe that (each) applicant is) *

(* Insert "not" where necessary.)

C. Use figures for
numbers; e.g., Lot 1.

C. The land is situate in City of Vancouver
and is described as: (Municipality or assessment district.)

All the closed road dedicated by the deposit of
Plan 11764 adjacent to Blocks 899 and 900, D.L. 526,
G. 1, N.W.D., Plan 11764; OVER

D. If a charge-holder
is a party, specify each
name and interest;
e.g., John Carr, in fee;
Mary Kay, holder of
right to purchase
2345-B.

D. The present owner(s) of the fee-simple and any charge-holder(s) concerned in the transaction(s)
stated in E and whose interests are cancelled by the transaction(s) referred to in E is (are):

THE Royal Trust Company HF 115231

E. (1) This application is supported by one or more instruments executed by or on be-
half of the person(s) named in D, to wit:

Conveyance in fee dated:

Quit claim dated:

Other (specify, using back if necessary):

SEE closed road DP

Or E. (2) Transmission upon death:

[.....] to the
(Date)
executor(s), administrator(s), surviving
joint tenant(s) [underline one].

See Documents Filed

Other (specify, using back if necessary):

his said on prior application

F. See s. 131. Delete
"not" where certifi-
cate is produced.

G. Read underlined
part of statutory
declaration below.

I (or "we," "he,"
"she," "they," or
"it.")

An agent must be of
the full age of 21 years
and reside in
British Columbia.

F. Tax certificate(s) (not) produced.

G. Present market value \$ 140,610.00

I, Gwendolyn Rose Reader
(or solicitor for or the duly authorized agent of the (other) applicant(s) named above, and that I it is solemnly declare that I am
registered for the fee simple and claim registration accordingly; that the facts set out in A to G above are true and correct and form part of
this declaration; I have investigated and ascertained the value of the said land and that its market value, including all buildings and improve-
ments thereon erected, is at the date hereof the amount set forth in G, above; and that the title deeds mentioned above are all those in my
custody, possession, or power relating to said land (in the case of solicitor or agent add) and to the best of my belief there are none other in
the custody, possession, or power of the applicant relating to same; and that I am duly authorized by the applicant(s) to make this application.
And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made
under oath and by virtue of the Canada Evidence Act.

DECLARED before me this 15
day of January, 1971

(Signature)

Firm name

(if any)

and post office address

City Hall, Law Dept.

453 West 12th Avenue

Vancouver 10, B. C.

A Notary Public and for British Columbia
A Commissioner for Taking Affidavits for
British Columbia.

(For other officers see s. 61, Land Registry Act.)

Phone No. (if local)

874-7514

You may obtain delivery of certificate of title unless the land is subject to a mortgage or other impounding
charge (see section 143). Do you wish delivery? No

FOR OFFICE USE ONLY

RC 5220517

15121 3:48

100810 100810

Application.....	\$	1	00
Registration of Fee-simple.....		2	00
Deposit of Deeds*.....		2	00
1/4 of 1% on market value up to \$10,000, and 1/10 of 1% thereafter.....			
And in addition for Indefeasible Title, 50¢ up to \$1,000; 75¢ up to \$2,500;			
\$1 up to \$5,000; \$1.50 up to \$10,000; \$2 up to \$20,000; and 50¢ for each			
additional \$10,000.....			
Certificate of Indefeasible Title.....		3	00
		\$	
(* Deduct \$1 on a transmission to a personal representative.)		\$	

SUMMARY OF FEES ON VARIOUS VALUES

		\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000
\$100	\$8.70	\$10.50	\$12.75	\$15.00	\$17.00	\$19.00	\$21.50	\$23.50	\$25.50	\$27.50	\$29.50
200	8.90	10.95	12.95	15.20	17.20	19.70	21.70	23.70	25.70	27.70	29.70
300	9.10	11.15	13.15	15.40	17.40	19.90	21.90	23.90	25.90	27.90	29.90
400	9.30	11.35	13.35	15.60	17.60	20.10	22.10	24.10	26.10	28.10	30.10
500	9.50	11.55	13.55	15.80	17.80	20.30	22.30	24.30	26.30	28.30	30.30
600	9.70	11.75	13.75	16.00	18.00	20.50	22.50	24.50	26.50	28.50	30.50
700	9.90	11.95	14.20	16.20	18.20	20.70	22.70	24.70	26.70	28.70	30.60
800	10.10	12.15	14.40	16.40	18.40	20.90	22.90	24.90	26.90	28.90	30.70
900	10.30	12.35	14.60	16.60	18.60	21.10	23.10	25.10	27.10	29.10	30.80
							23.30	25.30	27.30	29.30	30.90
\$11,000 and up,	\$31.00	Add 10 cents for every additional \$100, or \$1 for every \$1,000, and in addition add 50 cents for every additional \$10,000 or part thereof above \$20,000.									
<p>Formula for calculating fees on \$10,000 and over: $\frac{\text{Value} \times X}{1,000} + 19 = \text{fee payable.}$</p> <p>X=Number of \$10,000's or any part thereof. Example: $\frac{\\$12,000 \times 2}{\\$1,000} + 19 = \\$32.00$</p>											

Block designated 902 on plan of subdivision
 prepared by David P. Johansen, R.S.G.L.S.,
 attested to on the 16th day of December, 1970,
 and marginally numbered 1332-12

Block 902-2
 101-526

522051-M

Contacted/Planned

Serial No.

Application No. 522051

CHARGE

Applicant

Full address

Nature of Charge

Remarks

RC

618900

Redway (4/1/71)

Marked up by

Reference 61890061

Drafted by

Date 19

Marked off by

Checked by 19/2/71 KL

Name indexed by

Compared by 19/2/71

522052-4

STRY
F.B.C.

PM 3 50

LAND REGISTRY ACT

FORM C-1
(Section 127)

43606

F 43606

Space above for Land Registry Office Use.

A. Charge by way of: <i>RIGHT OF WAY</i>		Substitute Form C—Particulars	
C. Address of party entitled to be registered if different from that shown in instrument: <i>N/A.</i>		B. Full name, postal address and telephone of person presenting instrument for registration: <div style="display: flex; justify-content: space-between;"> <div> <p><i>LAW DEPARTMENT</i> CITY OF VANCOUVER 453 West 12th Avenue Vancouver 10, B.C. Telephone 873-7514</p> </div> <div> <p>DAVID P.L. MYDSKE BARRISTER & SOLICITOR 2100-700 W. Georgia St. VANCOUVER, B.C. V7Y 1A8</p> </div> </div> <p><i>[Signature]</i> June 28, 1978 D.L. MYDSKE Solicitor or Agent</p>	
D. Declared value: <i>\$10.00</i>	British Subject Yes No <i>N/A.</i>		

For Land Registry Office Use

THIS AGREEMENT made this *27th* day of *June* in the year of Our Lord one thousand nine hundred and *seventy-eight*

BETWEEN:

THE OWNERS, STRATA PLAN NO. VR 368, a corporation subsisting under the Strata Titles Act S.B.C. 1964 Ch. 89 as amended on behalf of the strata lot owners thereof; (hereinafter called the "Grantor")

OF THE FIRST PART

AND:

JUL 13 1978

THE CORPORATION OF THE CITY OF VANCOUVER,

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor as a Strata Corporation is charged with the management and control of the common property of the Strata Corporation being all and singular that certain parcel or tract of lands and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia and being more particularly known and described as The Common Property, Strata Plan No. VR 368 ~~xxxxxx~~, ~~xxxxxx~~ (hereinafter called the "Said Lands") and has been directed by the owners of the strata lots to grant the within right-of-way;

B. The Grantor wishes to grant a right-of-way for the purposes herein contained over the portion or portions of the Said Lands more particularly described in Schedule "A" hereto (herein called the "Easement Area") for the benefit of the Grantee;

VR 368

WRL
28/6/78

Plan 500

For

28

VANCO

7879
50100

PLAN REFERRED TO HEREIN

PRESERVED AND INDEXED UNDER

DOCUMENT NUMBER **F 43606**

1. THAT, in consideration of the premises and of the terms, covenants and conditions on the part of the Grantee to be performed and observed herein, the Grantor doth hereby grant and convey unto the Grantee the full, free and uninterrupted right, liberty and easement for the Grantee, its licencees, agents, servants, officials and workmen, at all times hereafter, by night and by day, and at their will and pleasure, for the benefit of the Grantee, to enter, labour, go, return, pass and repass upon and along ~~the~~ **Easement Area** ~~and to dig up the soil thereof, and to lay down, construct, instal and maintain water-mains, sewers, drains, ditches, manholes, pipes, or any of them, or any other utility, for the purpose of conveying, draining or disposing of water, sewage, liquid waste, or any of them, over, through or under the said easement area, as the Grantee may require or may be deemed expedient, and the same to cover with soil, alter, enlarge, remove, repair, renew, maintain, inspect and replace as may be necessary and expedient by the Grantee or its licencees, agents, servants, officials and workmen, together with the right, liberty and easement of unobstructed access to the said easement area, and to have the said easement area, including the subsoil thereof, remain at all times unoccupied by any embankment or fill, or by any building or structure likely to obstruct such access, other than a boundary fence. For the purposes of these presents, the said water-mains, sewers, drains, manholes, pipes and other utilities, and each and every of them, and all works forming part thereof, are hereinafter called "the said works".~~

City of Vancouver - FOI 2024-462 - Page 344 of 668

- 3 -

3. PROVIDED that nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise, to construct, instal or maintain the said works or any of them, or any public work or utility whatsoever on the said lands or any portion thereof.

4. The Grantor covenants and agrees with the Grantee that the Grantor will not, while at any time otherwise having the right so to do, maintain any embankment or fill or any building or structure of any kind whatsoever which shall occupy, and will not erect any embankment or fill or any building or structure of any kind which shall occupy, any portion of the said easement area, including the subsoil thereof, other than a boundary fence, and that in the event of the maintenance or crection of any such embankment or fill or any such building or structure as aforesaid, and the neglect of the Grantor to remove the same within thirty (30) days after receipt of notice in writing from the Grantee requiring such removal, the Grantee, in addition to any other right or remedy secured to the Grantee by these presents or otherwise, shall have the right, liberty and easement to do all things necessary to remove the same without any liability for damage; and the Grantor shall forthwith pay to the Grantee all costs, charges and expenses to which the Grantee may be put by reason of such removal, which costs, charges and expenses shall be and remain at all times charged upon and against the said lands.

5. It is hereby understood, covenanted and agreed that the covenants herein contained shall be covenants running with the said lands and with public streets and lanes abutting upon the said lands, and that none of the covenants herein contained shall be personal or binding upon the parties hereto save and except during the Grantor's seizin of or ownership of any interest in the said easement area, and with respect

only to that portion of the said easement area of which the Grantor shall be seized or in which he shall have an interest; but that the said lands shall, nevertheless, be and remain at all times charged therewith.

6. The Grantor doth hereby release and forever discharge the Grantee from and against all manner of actions, causes of action, suits and demands whatsoever at law or in equity which the Grantor may at any time have by reason of the laying, construction, repair, renewal, maintenance, inspection or removal of the said works, or any of them, or any portion thereof.

7. Save as aforesaid, nothing in this indenture shall be interpreted so as to restrict or prevent the Grantor from using the said easement area in any manner which shall not interfere with the security or efficient functioning of or unobstructed access to the said works.

8. These presents shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

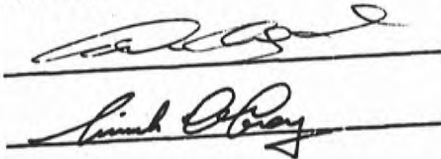
9. Words herein importing the singular number, or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, whenever the context so requires.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal, and the Grantee has caused these

presents to be sealed with the Common Seal of the City of Vancouver and signed by the Director of Legal Services on the day and year first above written.

The Common Seal of THE OWNERS,)
STRATA PLAN NO. VR.368 was)
hereunto affixed in the)
presence of the undersigned)
Members of the Council of)
THE OWNERS, STRATA PLAN NO.)
VR.368:)

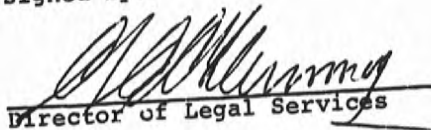
(C/S)



Two handwritten signatures, one above the other, each followed by a horizontal line.

SEALED with the Common Seal of)
the CITY OF VANCOUVER and)
signed by:)

(C/S)



A handwritten signature, followed by a horizontal line, with the text "Director of Legal Services" printed below it.

SCHEDULE "A"

That portion of the Said Lands being ALL AND SINGULAR that certain parcel or tract of land, situate, lying and being a portion of the Common Property of Strata Corporation The Owners, Strata Plan No. VR 366 which may be more particularly described as follows:

COMMENCING at a point on the northerly boundary of the said Common Property, Strata Plan No. VR 368, distant S $86^{\circ} 42' 20''$ E, 179.78 feet, from the northwest corner thereof; thence S $86^{\circ} 42' 20''$ E, along the said northerly boundary 31.36 feet; thence S $53^{\circ} 40' 34''$ W, 86.24 feet; thence N $79^{\circ} 32' 02''$ W, 13.65 feet; thence N $10^{\circ} 27' 58''$ E, 20.00 feet; thence S $79^{\circ} 32' 02''$ E, 5.00 feet; thence N $53^{\circ} 40' 34''$ E, 53.42 feet, more or less, to the point of commencement: said portion of Common Property, Strata Plan No. VR 368 containing 0.036 acres, more or less, by admeasurement and shown outlined in red on the Explanatory Plan prepared by F.B. Underhill, B.C.L.S. and certified correct on December 31, 1976, a print of which is attached hereto.

Lynn

522051-M

Contacted/Phoned

Serial No.

Application No. 522051

CHARGE

Applicant

Full address

Nature of Charge

Remarks

see 618900 L

R.L. see
618900 L

Redfern (2/1/71)

Marked up by

Referen.

618900 L 61

Drafted by

Date

16/1 19

Marked off by

Checked by

19/2/71 KL

Name indexed by

Compared by

CC 19/2/71

618900 L 618900

THIS INDENTURE made this 15th day of January in
the year of our Lord one thousand nine hundred and seventy one

BETWEEN:

THE ROYAL TRUST COMPANY of the first part,
hereinafter called the Vendor;

AND:

CITY OF VANCOUVER, 453 West 12th Avenue,
Vancouver, British Columbia, hereinafter
called the Purchaser of the other part

FORM G, LAND REGISTRY ACT
MEMORANDUM OF REGISTRATION
REGISTERED

FEB 10 1971

On application received at the time
written or stamped on the application.
J. M. D. TOOTILL, Registrar
VANCOUVER LAND REGISTRATION DISTRICT

WHEREAS:

A. The Vendor is the registered owner of those certain
parcels or tracts of land and premises lying and being in the
City of Vancouver in the Province of British Columbia more
particularly known and described as:

That part of District Lot 526, Group 1,
New Westminster District (Reference Plan 813)
shown as Block 901 on a plan of subdivision of
a portion of the said District Lot 526 prepared
by David P. Johansen, B.C.L.S. from a survey
completed by him on the 15th day of December, 1970,
a print of which is attached hereto as Schedule I

(which notwithstanding the actual area thereof, is hereinafter
called the "twelve acres"); and

B. The twelve acres are adjacent to those certain parcels
or tracts of land and premises hereinafter more particularly
described and referred to as the "said lands".

NOW THIS INDENTURE WITNESSETH that for and in
consideration of the sum of TWO MILLION DOLLARS (\$2,000,000)
of lawful money of Canada by the said Purchaser in hand paid
to the said Vendor at or before the execution of these presents,
the receipt and payment of which said sum the said Vendor doth
hereby acknowledge and of and from the same and every part thereof,
doth hereby acquit, release and forever discharge the said
Purchaser its successors and assigns, and its lands, goods and
chattels, the said Vendor doth hereby grant and convey unto
the said Purchaser its successors and assigns ALL AND SINGULAR
those certain parcels or tracts of land and premises, situate,

PLAN REFERRED TO HEREIN
REGISTERED AND HELD UNDER
DOCUMENT NUMBER 618900-1

lying and being in the City of Vancouver, in the Province of British Columbia, and more particularly known and described as

Firstly Block 899

Secondly Lots 1 to 6 inclusive
Block 900

All in District Lot 526
Group 1
New Westminster District
Plan 11764

Thirdly That part of District Lot 526, Group 1, New Westminster District (Reference Plan 813) shown as Block 902 on a plan of subdivision of a portion of the said District Lot 526 prepared by David P. Johansen, B.C.L.S. from a survey completed by him on the 15th day of December, 1970, a print of which is attached hereto as Schedule I.

(which are herein called the "said lands") Together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed or appurtenant thereto; and all the estate, right, title, interest, property, claim and demand of it the said Vendor, in, to or upon the said lands TO HAVE AND TO HOLD all the said lands expressed to be hereby granted unto the said Purchaser its successors and assigns to the use of said Purchaser its successors and assigns forever, AND the said Vendor doth hereby for itself, its successors or assigns, covenant with the said Purchaser its successors and assigns, that for and notwithstanding any act, deed, matter or thing whatsoever by it the said Vendor made, done, committed or suffered it, the said Vendor now has good right, full power, lawful and absolute authority to grant and convey all the said lands hereinbefore expressed to be hereby conveyed unto the said Purchaser its successors and assigns for an absolute and indefeasible estate of inheritance in fee simple, and that freed and discharged of, from and against all uses, trusts, encumbrances, claims and demands whatsoever excepting taxes, but subject nevertheless to the conditions and reservations contained in the original grant thereof from the Crown, and subject

to the restrictive covenants hereinafter set forth and to those charges registered under numbers 59717H, 95510F, 393393M, 393394M and 393395M.

AND FURTHER that it will upon the request and at the cost of the said Purchaser its successors or assigns, make, do, and execute all such further acts, deeds, conveyances or other assurances in the law whatsoever for further or better conveying or assuring all or any of the said lands unto and to the use of the said Purchaser its successors or assigns as by it or them shall be reasonably advised, devised or required.

IN CONSIDERATION of the conveyance of the said lands to the Purchaser, the Purchaser does hereby covenant and agree to and with the Vendor as the registered owner of the twelve acres as follows:

1. That the said lands shall be subject to the restrictions set out in the Schedule of Restrictions attached hereto and shall be put to no use which is prohibited by the Schedule of Restrictions;
2. Invalidation of any one or more of the restrictions set forth in the Schedule of Restrictions by judgment, court order, statute, rule of law or otherwise shall not affect any of the other restrictions set forth therein not thereby invalidated and any restriction or restrictions not invalidated shall remain in full force and effect;
3. That the Schedule of Restrictions may be varied, waived, released, modified or amended from time to time in whole or in part only by agreement with the beneficial owner of the twelve acres given in writing and in form suitable for registration;
4. That the restrictions hereby imposed shall not be deemed to be exclusive either of any obligations, liabilities or requirements imposed by statute or law or equity on the owners

or occupiers of the said lands all of which will be duly observed and complied with:

5. That these restrictive covenants are granted by the Purchaser with the intent that they will be binding upon the Purchaser and upon its successors in title to the said lands so long as it or they shall have any right, title or interest in and to the said lands and with the intent that these restrictive covenants shall enure to the benefit of the Vendor and of the Vendor's successors in title to the twelve acres and shall be appurtenant to the twelve acres; and the Purchaser hereby covenants with the Vendor that the Purchaser and its successors in title will at all times hereafter observe and perform the restrictions set forth in the Schedule of Restrictions with the intent also that these covenants and such restrictions shall be a charge upon the said lands and every part thereof and shall enure to the protection and benefit of the twelve acres and every part thereof and the owners of any right, title or interest^{for} in the twelve acres and the occupier thereof for the time being, severally, and their successors in title and interest with full power to enforce the performance and observance thereof:

6. The Purchaser will not sell, transfer or otherwise convey or alienate the said lands or any part thereof or any interest therein except to a purchaser who shall, prior to or concurrently with such sale, transfer, conveyance or alienation, covenant with the Purchaser to observe and comply with these restrictive covenants and the restrictions set out in the Schedule of Restrictions including, without limiting the generality of the foregoing, the obligations imposed by this paragraph.

This Indenture may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute the one and the same instrument.

This Indenture shall be read and held as made by and with, granted to and imposed upon the respective parties hereto

and their respective heirs, executors, administrators, successors and assigns as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places; and wherever the singular or masculine pronoun is used the same shall be construed as meaning the plural or feminine or body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by the Vendor in the)
presence of:)

[Signature])
DEPT MANAGER VANCOUVER BRANCH)

[Signature])
MORTGAGE OFFICER VANCOUVER BRANCH)

Sealed with the Common seal)
of the CITY OF VANCOUVER in)
the presence of:)

[Signature])
Mayor)

[Signature])
Deputy City Clerk)

SCHEDULE OF RESTRICTIONS

1. The said lands shall be used only as a botanical display garden and for no other purpose except such uses as are accessory thereto and no building shall be erected or suffered or permitted to remain thereon which is not accessory to such botanical display garden and used for the purposes thereof.
2. The said lands shall not be used for residential accommodation or for any profession, trade or business or any sport or entertainment or otherwise than as or accessory to a botanical display garden.
3. No garage, cage, outbuilding or other structure shall be erected nor shall vehicles be parked in such a location that the perpendicular distance between any point on the West boundary of the said lands and any such garage, cage, outbuilding or other structure or such vehicle is equal to or less than 150 feet.

30706 I

THIS INDENTURE made this fourth day of
November one thousand nine hundred and eleven.

B E T W E E N:

THE ROYAL TRUST COMPANY,
of the first part, hereinafter
after called the Vendor;

AND

CORPORATION OF THE MUNICIPALITY
OF POINT GREY, hereinafter
called the Purchaser, of the
other part.

PLAN REFERRED TO HEREIN

PRESERVED AND HELD UNDER

DOCUMENT NUMBER

30706 I

NOW THIS INDENTURE WITNESSETH that for and in
consideration of the sum of NINE THOUSAND DOLLARS of
lawful money of Canada by the said Purchaser in hand
paid to the said Vendor at or before the execution of
these presents, the receipt and payment of which said
sum the said Vendor doth hereby acknowledge, and of and
from the same and every part thereof, doth hereby acquit,
release and forever discharge the said Purchaser, its
successors, executors, administrators and assigns, and
its lands, goods and chattels, the said Vendor doth here-
by grant and convey unto the said Purchaser, its succes-
sors and assigns ALL AND SINGULAR that certain parcel or
tract of land and premises, situate, lying and being in
District Lot Five hundred and twenty-six, in the Muni-
cipality of Point Grey, Group One, New Westminster District,
and in the Province of British Columbia, and which may be
more particularly described as follows:- COMMENCING at
the south west corner of parcel, the said corner bearing
North one degree, seventeen minutes East and distant one

:- 2 -:

hundred and forty-five and six one-hundredths feet from a point on the north boundary of Thirty-seventh Avenue, the said point bearing South eighty-seven degrees one minute East and distant five hundred and sixty-five and seventy-four one-hundredths feet from the intersection of said north boundary of Thirty-seventh Avenue with the east boundary of Granville Street; Thence North one degree seventeen minutes East four hundred and eighty and six-tenths feet; Thence South eighty-six degrees forty-four and one-half minutes East five hundred feet; Thence South one degree seventeen minutes West four hundred and seventy-eight and two-tenths feet; Thence North eighty-seven degrees one minute West five hundred feet more or less to the point of commencement, and containing FIVE AND ONE-HALF acres more or less as shown coloured RED on attached plan.

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed or appurtenant thereto; and all the estate, right, title, interest, property, claim and demand of it the said Vendor, in, to, or upon the said premises, TO HAVE AND TO HOLD all the said premises expressed to be hereby granted unto the said Purchaser and its successors, to the use of said Purchaser, its successors and assigns forever, AND the said Vendor doth hereby for itself, its successors or assigns, covenant with the said Purchaser, its successors and assigns, that for and notwithstanding any act, deed, matter or thing whatsoever by it the said Vendor made, done, committed or suffered it, the said Vendor, now has good right, full power, lawful and absolute authority, to grant and convey,

:- 3 -:

all the said premises hereinbefore expressed to be hereby conveyed unto the said Purchaser, its successors and assigns for an absolute and indefeasible estate of inheritance in fee simple, and that freed and discharged of, from and against all uses, trusts, encumbrances, claims and demands whatsoever excepting taxes.

AND FURTHER that it will upon the request and at the cost of the said Purchaser, its successors or assigns make, do, and execute all such further acts, deeds, conveyances or other assurances in the law whatsoever for further or better conveying or securing all or any of the said premises unto and to the use of the said Purchaser, its successors or assigns as by it or them shall be reasonably advised, devised or required.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED BY THE ROYAL TRUST COMPANY,
the Vendor in the presence of

J. Liberty

[Signature]
[Signature]
 Assistant Manager



LAND REGISTRY
VANCOUVER, B.C.

LAND REGISTRY ACT
FORM A, SPECIAL
(Section 126)

105-618902

71 FEB 1 1971

618902

Application for (Registration of the Fee-simple and*) the issuance of a
Certificate of Inalienable Title to the Land Described Hereunder

*Delete in cases within sections 66 and 70. A

A. State the present
or pending fee simple
registration number(s).

A. Title reference:
Vol. 87 Fol. 30706-1
In ☒ or produced ☐
Vol. Fol.
In ☐ or produced ☐

Extra fee items:
Merger(s) - - - - ☐
Plan - - - - ☐
Plan amendment - - - ☐
Consolidation - - - ☐

B. (1) E.g., if husband
and wife, John Carr,
welder, and Mary
Carr, his wife, of 123
Hwy. Street, Duncan,
B.C. A non-resident
may be required to
give a second address
for service within
British Columbia.
B. (2) See s. 123,
Land Registry Act.

B. (1) Full name, address, and occupation of
(each) applicant:

B. (2) Expected future address
(if any):

CITY OF VANCOUVER

B. (3) Inapplicable to
corporations.

B. (3) I am (informed by and verily believe that (each) applicant is) *
a British subject. (* Insert "and" where necessary)

C. Use figures for
numbers; e.g., Lot 1.

C. The land is situate in CITY OF VANCOUVER
and is described as:
(Municipality or assessment district.)
PORTION OF DISTRICT LOT 326
(POINT GREY RESERVOIR) AS SHOWN
COLOURED RED ON REFERENCE PLAN 13.6

D. If a charge-holder
is a party, specify each
estate and interest;
e.g., John Carr, in fee;
Mary Kay, holder of
right to purchase
2545-B.

D. The present owner(s) of the fee-simple and any charge-holder(s) concerned in the transaction(s)
stated in E and whose interests are cancelled by the transaction(s) referred to in E is (are):

CORPORATION OF THE MUNICIPALITY
OF POINT GREY, fee

PI
R

E. (1) This application is supported by one or more instruments executed by or on behalf of the person(s) named in D, to wit:
Conveyance in fee dated:
Quit claim dated: No Docs
Other (specify, using back if necessary):
VESTING PURSUANT TO THE GREATER VANCOUVER
AMALGAMATION ACT
Or E. (2) Transmission upon death:
[.....] to the
executor(s), administrator(s), surviving
joint tenant(s) (underline one).
See Documents Filed
Other (specify, using back if necessary):

F. See s. 131. Delete
"not" where certifi-
cate is produced.

F. Tax certificate(s) (not) produced G. Present market value \$

G. Read underlined
part of statutory
declaration below.
I (or "we," "he,"
"she," "they," or
"it,"

I, Ewendolyn Rose Reader, do hereby declare that I am
(as solicitor for or the duly authorized agent of the other applicant(s) named above, and that I am
entitled to be
registered for the fee simple and claim registration accordingly; that the facts set out in A to G above are true and correct and form part of
this declaration; I have investigated and ascertained the value of the said land and that its market value, including all buildings and improve-
ments thereon erected, is at the date hereof the amount set forth in G, above; and that the title deeds mentioned above are all those in my
custody, possession, or power relating to said land (in the case of solicitor or agent add); and to the best of my belief there are none other in
the custody, possession, or power of the applicant relating to same; and that I am duly authorized by the applicant(s) to make this application.
And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made
under oath and by virtue of the Canada Evidence Act.

H. An agent must be of
the full age of 21 years
and reside in
British Columbia.

DECLARED before me this 18 day of January 1971
at Vancouver, B.C.
(Signature) [Signature]
Firm name [Firm name]
(if any) [Firm name]
and post office address [Address]
(For mailing notices and documents)

By Notary Public and for British Columbia,
A Commissioner for Taking Affidavits for
British Columbia.
(For other officers see s. 61, Land Registry Act.)
Phone No. (if local) 98773514

You may obtain delivery of certificate of title unless the land is subject to a mortgage or other impounding
charge (see section 143). Do you wish delivery?

FOR OFFICE USE ONLY

RC 522052 M
15-1-71 340

~~522862-N~~ 522862-N

THIS AGREEMENT made the 15th day of Jan

1971

FORM G LAND REGISTRY ACT
(SECTION 50)
MEMORANDUM OF REGISTRATION
REGISTERED

BETWEEN:

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

(hereinafter called the "City")

FEB 10 1971

on application received at the time
written or stamped on the application,
J. M. D. TOOTILL, Registrar
VANCOUVER LAND REGISTRATION DISTRICT

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN in right of the
Province of British Columbia, represented
and acting by her Minister of Finance

(hereinafter called the "Province")

OF THE SECOND PART

WITNESSETH THAT WHEREAS:

A. The City is the beneficial owner of those lands
and premises lying and being in the City of Vancouver in the
Province of British Columbia, more particularly known and
described as:

(Plan of Subdivision of) Block 899, Lots 1 to 6 of
Block 900 (Plan 11764), and closed roads dedicated
by Plan 11764 and Block 902 (Plan), and Portion
of District Lot 526 (Point Grey Reservoir) as shown
coloured red on Reference Plan 1306, All in District
Lot 526, Group 1, New Westminster District, prepared
by W.G. Robinson, B.C.L.S. and attested to on 11th
January, 1971, a print of which plan is attached
hereto and marked "Schedule A" - 1316

comprising 55.236 acres more or less (hereinafter called the
"Botanical Display Garden site");

B. The City and the Province intend that the use of the
Botanical Display Garden site shall henceforth be limited as
herein provided;

NOW, THEREFORE, and pursuant to the Section 24A of the
Land Registry Act (Chapter 208 R.S.B.C. 1960, as amended) the
City hereby covenants and agrees with the Province that the
Botanical Display Garden site and the several parts thereof
shall be used only in accordance with the particulars set out

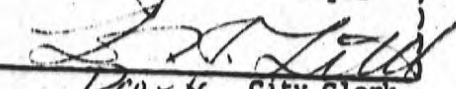
in the Schedule of Restrictions attached hereto.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and year first above written.

SIGNED, SEALED and DELIVERED on behalf of Her Majesty the Queen in the right of the Province of British Columbia by her Minister of Finance

SEALED with the Common Seal of the CITY OF VANCOUVER and signed by:


Mayor


City Clerk

SCHEDULE OF RESTRICTIONS

1. The Botanical Display Garden site shall be used only as a botanical display garden and for no other purpose except such uses as are accessory thereto and no building shall be erected or suffered or permitted to remain thereon which is not accessory to such botanical display garden and used for the purposes thereof.
2. The Botanical Display Garden site shall not be used for residential accommodation or for any profession, trade or business or any sport or entertainment or otherwise than as or accessory to a botanical display garden.
3. No garage, cage, outbuilding or other structure shall be erected nor shall vehicles be parked in such a location that the perpendicular distance between any point on the West boundary of the Botanical Display Garden site and any such garage, cage, outbuilding or other structure or such vehicle is equal to or less than 150 feet.

618900 L 618900

THIS INDENTURE made this 15th day of January in
the year of our Lord one thousand nine hundred and seventy one

BETWEEN:

THE ROYAL TRUST COMPANY of the first part,
hereinafter called the Vendor;

AND:

CITY OF VANCOUVER, 453 West 12th Avenue,
Vancouver, British Columbia, hereinafter
called the Purchaser of the other part

FORM G. LAND REGISTRY ACT
(SECTION 50)
MEMORANDUM OF REGISTRATION
REGISTERED

FEB 10 1971

On Application received at the time
written or stamped on the application,
J. M. D. TOOTHILL, Registrar
VANCOUVER LAND REGISTRATION DISTRICT

WHEREAS:

A. The Vendor is the registered owner of those certain
parcels or tracts of land and premises lying and being in the
City of Vancouver in the Province of British Columbia more
particularly known and described as:

That part of District Lot 526, Group 1,
New Westminster District (Reference Plan 813)
shown as Block 901 on a plan of subdivision of
a portion of the said District Lot 526 prepared
by David P. Johansen, B.C.L.S. from a survey
completed by him on the 15th day of December, 1970,
a print of which is attached hereto as Schedule I

(which notwithstanding the actual area thereof, is hereinafter
called the "twelve acres"); and

B. The twelve acres are adjacent to those certain parcels
or tracts of land and premises hereinafter more particularly
described and referred to as the "said lands".

NOW THIS INDENTURE WITNESSETH that for and in
consideration of the sum of TWO MILLION DOLLARS (\$2,000,000)
of lawful money of Canada by the said Purchaser in hand paid
to the said Vendor at or before the execution of these presents,
the receipt and payment of which said sum the said Vendor doth
hereby acknowledge and of and from the same and every part thereof,
doth hereby acquit, release and forever discharge the said
Purchaser its successors and assigns, and its lands, goods and
chattels, the said Vendor doth hereby grant and convey unto
the said Purchaser its successors and assigns ALL AND SINGULAR
those certain parcels or tracts of land and premises, situate,

PLAN REFERRED TO HEREIN
RECEIVED AND HELD UNDER
DOCUMENT NUMBER 618900-1

lying and being in the City of Vancouver, in the Province of British Columbia, and more particularly known and described as

Firstly Block 899

Secondly Lots 1 to 6 inclusive
Block 900

All in District Lot 526
Group 1
New Westminster District
Plan 11764

Thirdly That part of District Lot 526, Group 1, New Westminster District (Reference Plan 813) shown as Block 902 on a plan of subdivision of a portion of the said District Lot 526 prepared by David P. Johansen, B.C.L.S. from a survey completed by him on the 15th day of December, 1970, a print of which is attached hereto as Schedule I.

(which are herein called the "said lands") Together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed or appurtenant thereto; and all the estate, right, title, interest, property, claim and demand of it the said Vendor, in, to or upon the said lands TO HAVE AND TO HOLD all the said lands expressed to be hereby granted unto the said Purchaser its successors and assigns to the use of said Purchaser its successors and assigns forever, AND the said Vendor doth hereby for itself, its successors or assigns, covenant with the said Purchaser its successors and assigns, that for and notwithstanding any act, deed, matter or thing whatsoever by it the said Vendor made, done, committed or suffered it, the said Vendor now has good right, full power, lawful and absolute authority to grant and convey all the said lands hereinbefore expressed to be hereby conveyed unto the said Purchaser its successors and assigns for an absolute and indefeasible estate of inheritance in fee simple, and that freed and discharged of, from and against all uses, trusts, encumbrances, claims and demands whatsoever excepting taxes, but subject nevertheless to the conditions and reservations contained in the original grant thereof from the Crown, and subject

to the restrictive covenants hereinafter set forth and to those charges registered under numbers 59717H, 95510F, 393393M, 393394M and 393395M.

AND FURTHER that it will upon the request and at the cost of the said Purchaser its successors or assigns, make, do, and execute all such further acts, deeds, conveyances or other assurances in the law whatsoever for further or better conveying or assuring all or any of the said lands unto and to the use of the said Purchaser its successors or assigns as by it or them shall be reasonably advised, devised or required.

IN CONSIDERATION of the conveyance of the said lands to the Purchaser, the Purchaser does hereby covenant and agree to and with the Vendor as the registered owner of the twelve acres as follows:

1. That the said lands shall be subject to the restrictions set out in the Schedule of Restrictions attached hereto and shall be put to no use which is prohibited by the Schedule of Restrictions;
2. Invalidation of any one or more of the restrictions set forth in the Schedule of Restrictions by judgment, court order, statute, rule of law or otherwise shall not affect any of the other restrictions set forth therein not thereby invalidated and any restriction or restrictions not invalidated shall remain in full force and effect;
3. That the Schedule of Restrictions may be varied, waived, released, modified or amended from time to time in whole or in part only by agreement with the beneficial owner of the twelve acres given in writing and in form suitable for registration;
4. That the restrictions hereby imposed shall not be deemed to be exclusive either of any obligations, liabilities or requirements imposed by statute or law or equity on the owners

or occupiers of the said lands all of which will be duly observed and complied with;

5. That these restrictive covenants are granted by the Purchaser with the intent that they will be binding upon the Purchaser and upon its successors in title to the said lands so long as it or they shall have any right, title or interest in and to the said lands and with the intent that these restrictive covenants shall enure to the benefit of the Vendor and of the Vendor's successors in title to the twelve acres and shall be appurtenant to the twelve acres; and the Purchaser hereby covenants with the Vendor that the Purchaser and its successors in title will at all times hereafter observe and perform the restrictions set forth in the Schedule of Restrictions with the intent also that these covenants and such restrictions shall be a charge upon the said lands and every part thereof and shall enure to the protection and benefit of the twelve acres and every part thereof and the owners of any right, title or interest in the twelve acres and the occupier thereof for the time being, severally, and their successors in title and interest with full power to enforce the performance and observance thereof;

6. The Purchaser will not sell, transfer or otherwise convey or alienate the said lands or any part thereof or any interest therein except to a purchaser who shall, prior to or concurrently with such sale, transfer, conveyance or alienation, covenant with the Purchaser to observe and comply with these restrictive covenants and the restrictions set out in the Schedule of Restrictions including, without limiting the generality of the foregoing, the obligations imposed by this paragraph.

This Indenture may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute the one and the same instrument.

This Indenture shall be read and held as made by and with, granted to and imposed upon the respective parties hereto

618900

- 5 -

and their respective heirs, executors, administrators, successors and assigns as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places; and wherever the singular or masculine pronoun is used the same shall be construed as meaning the plural or feminine or body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by the Vendor in the)
presence of:)

[Signature])
DEPT MANAGER VANCOUVER BRANCH)
[Signature])
MORTGAGE OFFICER VANCOUVER BRANCH)

Sealed with the Common seal)
of the CITY OF VANCOUVER in)
the presence of:)

RKB

[Signature])
Mayor)
[Signature])
Dep. City Clerk)

SCHEDULE OF RESTRICTIONS

1. The said lands shall be used only as a botanical display garden and for no other purpose except such uses as are accessory thereto and no building shall be erected or suffered or permitted to remain thereon which is not accessory to such botanical display garden and used for the purposes thereof.
2. The said lands shall not be used for residential accommodation or for any profession, trade or business or any sport or entertainment or otherwise than as or accessory to a botanical display garden.
3. No garage, cage, outbuilding or other structure shall be erected nor shall vehicles be parked in such a location that the perpendicular distance between any point on the West boundary of the said lands and any such garage, cage, outbuilding or other structure or such vehicle is equal to or less than 150 feet.

THIS AGREEMENT made the 4th day of July
1949.

BETWEEN:

48880

APPROVED
AS TO FORM

Sau.
SOLICITOR

THE ROYAL TRUST COMPANY,
hereinafter called "the Party
of the First Part",

Of the First Part

AND:

THE BRITISH COLUMBIA ELECTRIC
RAILWAY COMPANY, LIMITED,
hereinafter called "the Party
of the Second Part",

Of the Second Part,

AND:

THE CANADIAN PACIFIC RAILWAY COMPANY,
hereinafter called "the Party of the
Third Part",

Of the Third Part.

Gwyn
Land Agent

WHEREAS by Agreement dated the 15th day of June, 1914, made between the parties hereto which agreement is registered in the Land Registry Office at Vancouver under No. 14852H, the Party of the First Part did grant to the Party of the Second Part an easement to enable the Party of the Second Part to extend its lighting and power services to the lands described in the said agreement.

AND WHEREAS the parties hereto have agreed that the lands hereinafter described shall not be subject to the said agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the sum of One Dollar (\$1.00) now paid by each of the said parties to each of the others, the receipt whereof by each is hereby acknowledged, the parties hereto have mutually agreed as follows:

If any plan of subdivision of any portion of the lands described in the said agreement dated the 15th day of June, 1914 shall hereafter be registered, and if in

48880

the said portion as so subdivided

(a) No lot exceeds one acre in area, and

(b) All streets, roads, lanes and squares

are dedicated to the City of Vancouver,

then in such case the said portion shall no longer be subject to the said agreement and shall thereupon be released and discharged from the charge created thereby, and the Party of the Second Part shall thereupon be released and discharged from all its obligations under the said agreement with respect to the said portion.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

SIGNED SEALED AND DELIVERED)

in the presence of:

BRITISH COLUMBIA ELECTRIC RAILWAY
COMPANY, LIMITED

A. D. Robertson

DIRECTOR

John Price

SECRETARY

THE ROYAL TRUST COMPANY

G. G. W. Goodwin
G. G. W. Goodwin, Manager

James A. Ellis
James A. Ellis, Assistant Secretary

CANADIAN PACIFIC RAILWAY COMPANY

W. J. McMillan
VICE-PRESIDENT

Ernest
SECRETARY



BY-LAW NO. 4532

A By-law to amend By-law No. 3575, being
the Zoning and Development By-law

THE COUNCIL OF THE CITY OF VANCOUVER in open meeting assembled, enacts as follows:

1. The plan attached to and forming an integral part of By-law No. 3575 and designated as the "Zoning District Plan" and marked as Schedule "D" to said By-law is hereby amended according to the plan marginally numbered Z-136B annexed to this By-law and marked as Schedule "D" hereto, and in accordance with the explanatory legend, notations, references and boundaries designated, described, delimited and specified in particularity shown upon said plan annexed hereto; and the various boundaries and districts shown upon the plan hereto annexed respectively are an amendment of and in substitution for the respective districts, designated and marked on said Schedule "D" of said By-law No. 3575 in so far as the same are changed, modified or varied thereby, and the said Schedule "D" annexed to said By-law No. 3575 shall be deemed to be and is hereby declared to be amended accordingly and the said Schedule "D" attached to this By-law is hereby declared to be and shall form an integral part of said plan marked as Schedule "D" to said By-law No. 3575, as if originally incorporated therein, and shall be interpreted accordingly.

2. The area shown outlined in black on the said plan is rezoned CD-1 and the only uses permitted within the area cross hatched and marked with the letter "A" and the only uses for which development permits will be issued in that area are:

1. town houses and garden apartments,
2. off-street parking and loading ancillary to the above

subject to such conditions as Council may by resolution prescribe.

3. The only use permitted within the area hatched and marked with the letter "B" and the only use for which a development permit will be issued is a botanical garden and uses accessory thereto, subject to such conditions as Council may prescribe.

4. This By-law shall come into force and take effect

on and after the date of the final passing hereof.

DONE AND PASSED in open Council this *6th* day
of *January*, 1971.

Mayor

City Clerk

11th February, 1964.

G. The Area Between 37th and 41st Avenues

It is proposed that this area should remain zoned as an RS-1 Single-Family Dwelling District and that the development should be for institutional uses mainly on Oak Street and 41st Avenue frontages, with single-family development on the Osler Street frontage.

The C.P.R. has received many enquiries for sites in this area, and the two uses firmly proposed on the plan - that is, the private hospital and private school site - are likely to proceed; the private hospital has been the subject of a preliminary application to the Technical Planning Board. The form of subdivision may vary somewhat in detail from that shown the accompanying plan, but the general appearance is likely to remain the same. The uses suggested are all conditional uses requiring approval by the Technical Planning Board after consultation with the Town Planning Commission.

H. City-owned Land

The City owns a site of approximately 5.5. acres on which is presently located a reservoir. By resolution dated February 1st, 1961, Council agreed to construct certain other watermains which would make the retention of the reservoir unnecessary, and thus the whole site will be available for development. The actual boundaries of the site have been ignored for purposes of the subdivision design so that the best form of development could be secured; a separate report will be forthcoming as to the method of disposal proposed for the City-owned land. As noted earlier, it is suggested that the City should pay to have electrical and telephone services placed underground and to initiate local improvement for pavements, curbs, and street lighting before the property is disposed of.

I. Local Improvements

A separate report will also be forthcoming on the matter of local improvements. The original undertaking by the C.P.R. was for curbs, pavements, and street lighting only, and these are the only items covered in the recommendation. The question of sidewalks should also be considered and this will be covered in the later report.

In view of the foregoing, therefore, the Technical Planning Board makes the following recommendations:

1. That, after a report from the Town Planning Commission, Council refer to a public hearing the application of the Director of Planning to rezone the areas shown for garden apartments and low-density apartments to CD-1 Comprehensive Development Districts, the regulations applying to these districts to be generally along the lines noted in the Appendices:

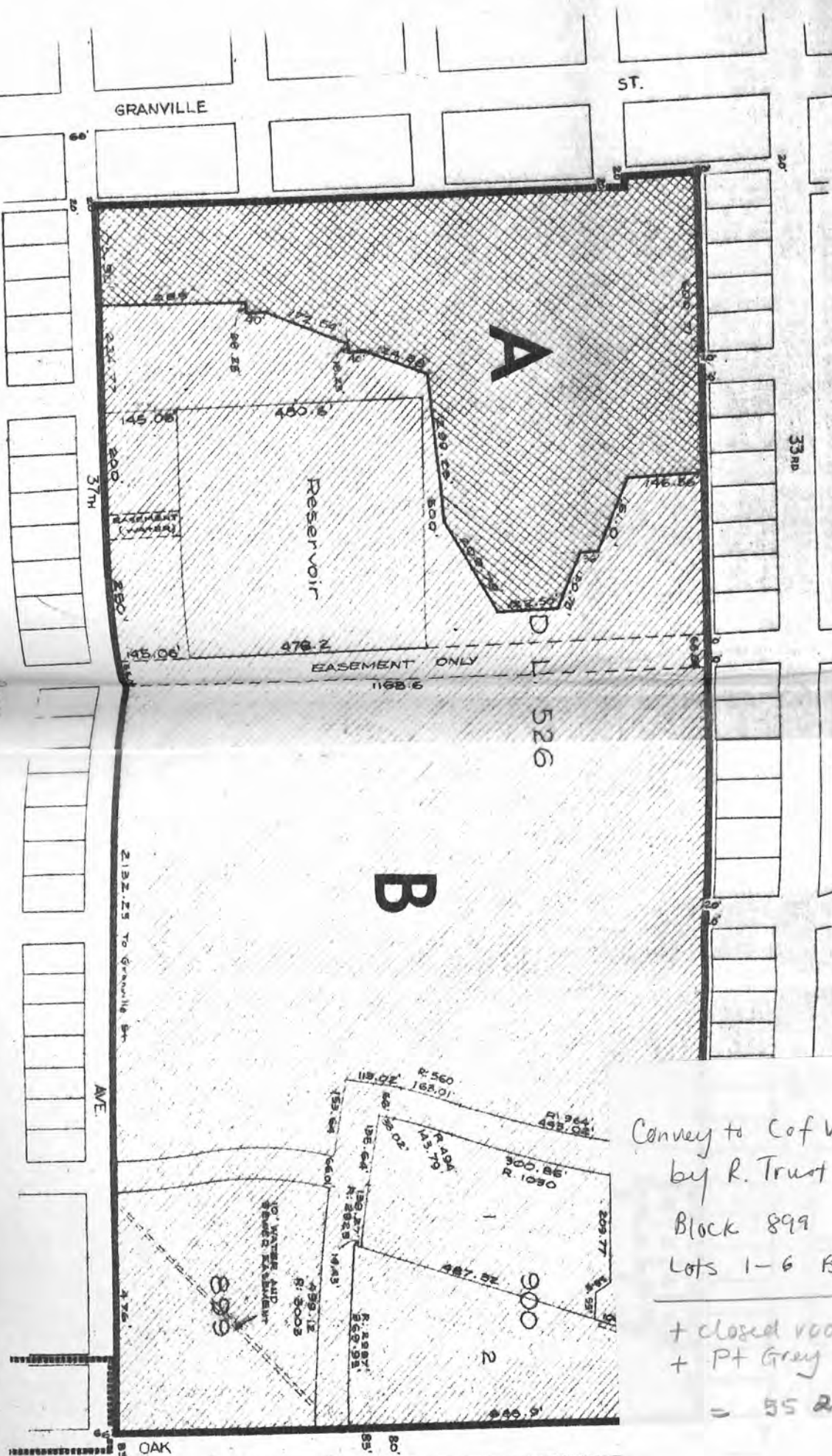
BY - LAW NO 4532 BEING A BY - LAW TO AMEND BY - LAW
 NO 3575 . BEING THE ZONING AND DEVELOPMENT BY - LAW

SCHEDULE "D"

THE PROPERTY SHOWN BELOW (———)
 OUTLINED IN BLACK IS REZONED FROM
 RS-1, ONE FAMILY DWELLING DISTRICT TO
 CD-1, COMPREHENSIVE DEVELOPMENT DISTRICT.

Parcel A 12 acres
 Parcel B 46,449 acres
 Reservoir 5.5 acres - Reg Plan 1306

Owned by M. H. Smith & Co. V.
 sold by C. P. R. to C. H. V. Jan 15/71
 (vesting pursuant to Pt Gray NW 4/11)
 (vesting pursuant to Pt Gray NW 4/11)



Convey to Cof V
 by R. Trust
 Block 899
 Lots 1-6 Block 90
 + closed roads
 + Pt Gray Reserve
 = 55 236 ac

THIS AGREEMENT made this 15th day of January, 1971

TWEEN:

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

(hereinafter called the "City")

OF THE FIRST PART

D:

CANADIAN PACIFIC RAILWAY COMPANY, Cordova
Street, Vancouver, British Columbia

(hereinafter called the "Company")

OF THE SECOND PART

WITNESSETH THAT WHEREAS:

A. The Company is the beneficial owner of ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City of Vancouver, in the Province of British Columbia, commonly known and described as the Old Shaughnessy Golf Course (The Royal Trust Company being the registered owner thereof) comprising 58.449 acres more or less (hereinafter called the "Golf Course Land") and being shown hatched blue and marked Parcels A and B on the plan attached hereto.

B. The City is the beneficial owner of ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City of Vancouver, in the Province of British Columbia and more particularly known and described as:

Portion of District Lot Five Hundred Twenty-Six
(526) (Point Grey Reservoir) as shown coloured
red on Reference Plan 1306;

comprising five and five tenths (5.5) acres more or less and being shown outlined green on the plan attached hereto (hereinafter called the "Reservoir land");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the agreements hereafter contained the parties hereto agree, each with the other, as follows:

1. The Company shall sell to the City and the City shall purchase from the Company for the full price or sum of TWO MILLION DOLLARS (\$2,000,000) of lawful money of Canada the Easterly portion (hereinafter called "Parcel B") of the Golf Course Land comprising 46.449 acres more or less and marked Parcel B on the plan attached hereto but subject to the provisions, conditions and restrictive covenants hereinafter contained and provided for;
2. The City shall pay to the Company on the 15th day of January, 1971 at The Royal Trust Company at 555 Burrard Street, in the City of Vancouver, in the Province of British Columbia, the sum of TWO MILLION DOLLARS (\$2,000,000) subject only to the adjustments required by paragraph 7 hereof;
3. On or before the 15th day of January, 1971, the Company shall cause The Royal Trust Company to execute in registrable form and the City shall execute in registrable form a Deed of Land in the form attached hereto as Schedule "A" with blanks completed to convey Parcel B to the City subject to the restrictive covenants therein contained and subject to those charges registered against part or parts of Parcel B in favour of the City or to which the City is beneficially entitled and subject to subsections (a), (b), (c), (e), (f), (i), (j) and (k) of Section 38(1) of the Land Registry Act R.S.B.C. 1960 Ch. 208 as amended; and upon payment of the sum of TWO MILLION DOLLARS (\$2,000,000) by the City to the Company subject to adjustments all as herein provided and upon execution and delivery to the Company of the agreement provided for in paragraph 6 hereof the Company shall cause The Royal Trust Company to deliver the said Deed of Land to the City and the City shall forthwith submit the said Deed of Land to the Land Registry Office, Vancouver, British Columbia for registration and apply for merger of those charges registered in favour of the City or to which the City is beneficially entitled against any part or parts of Parcel B and the Company will upon the request and at the cost of the City make, do, and execute or

cause to be made, done and executed all such further acts, deeds, conveyances or other assurances in the law whatsoever for further or better conveying or assuring all or any of Parcel B unto and to the use of the City as by it shall be reasonably advised, devised or required but subject always to the provisions, conditions and restrictive covenants herein provided for;

4. The Company and The Royal Trust Company shall be absolutely freed and discharged of and from any and all obligations or liability to the City arising under and by virtue of any charges registered against any part or parts of Parcel B in favour of the City or to which the City is beneficially entitled from and after delivery to the City of the Deed of Land executed by The Royal Trust Company pursuant to paragraph 3 hereof;

5. The City shall, no later than 15th day of January, 1971, stop up and apply for title to those portions of road shown outlined in red on the plan attached hereto and apply to the Land Registry Office, Vancouver, British Columbia for consolidation of Parcel B, the Reservoir land and the portions of road outlined in red on the plan attached hereto as one lot;

6. Immediately following delivery to the City of the Deed of Land executed by The Royal Trust Company pursuant to paragraph 3 hereof and no later than the 15th day of January, 1971 the City shall execute in registrable form and deliver to the Company and the Company shall cause The Royal Trust Company to execute in registrable form an agreement in the form attached hereto as Schedule B with blanks completed and the Company shall forthwith deliver such agreement to the Land Registry Office, Vancouver, British Columbia for registration;

7. Real property taxes, rates and local improvement assessments levied, charged and assessed against or applicable to Parcel B shall be adjusted between the Company and the City as of the first day of January, ^{✓ 1971 ✓} ~~1970~~ and the amount payable by the City to the Company pursuant to paragraph 2 hereof shall be accordingly reduced or increased;

Det. m. JRB He
28

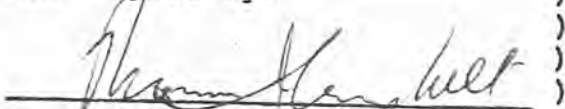

8. Each party hereto shall and will upon the reasonable request of any other party hereto make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, documents and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement as may be requisite; and, without limiting the generality of the foregoing, the Company shall cause the Claim of Mechanics' Lien filed against Parcel B (inter alia) under number 3084 by or on behalf of C.J. Cummins & Co. to be released from Parcel B promptly after January 15, 1971 and in any event no later than January 15, 1972 but failure to do so shall not be grounds for rescission of this agreement; and the Company shall save harmless and indemnify the City from any and all loss, costs, damage and expense with respect to the said claim of Mechanics' Lien;

9. Time shall be of the essence of this agreement;


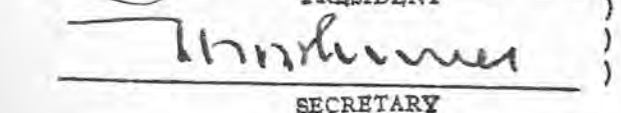
10. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute the one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and year first above written.

R.O.
Sealed with the Common seal)
of the CITY OF VANCOUVER)
and signed by:)


Mayor)

Deputy City Clerk)

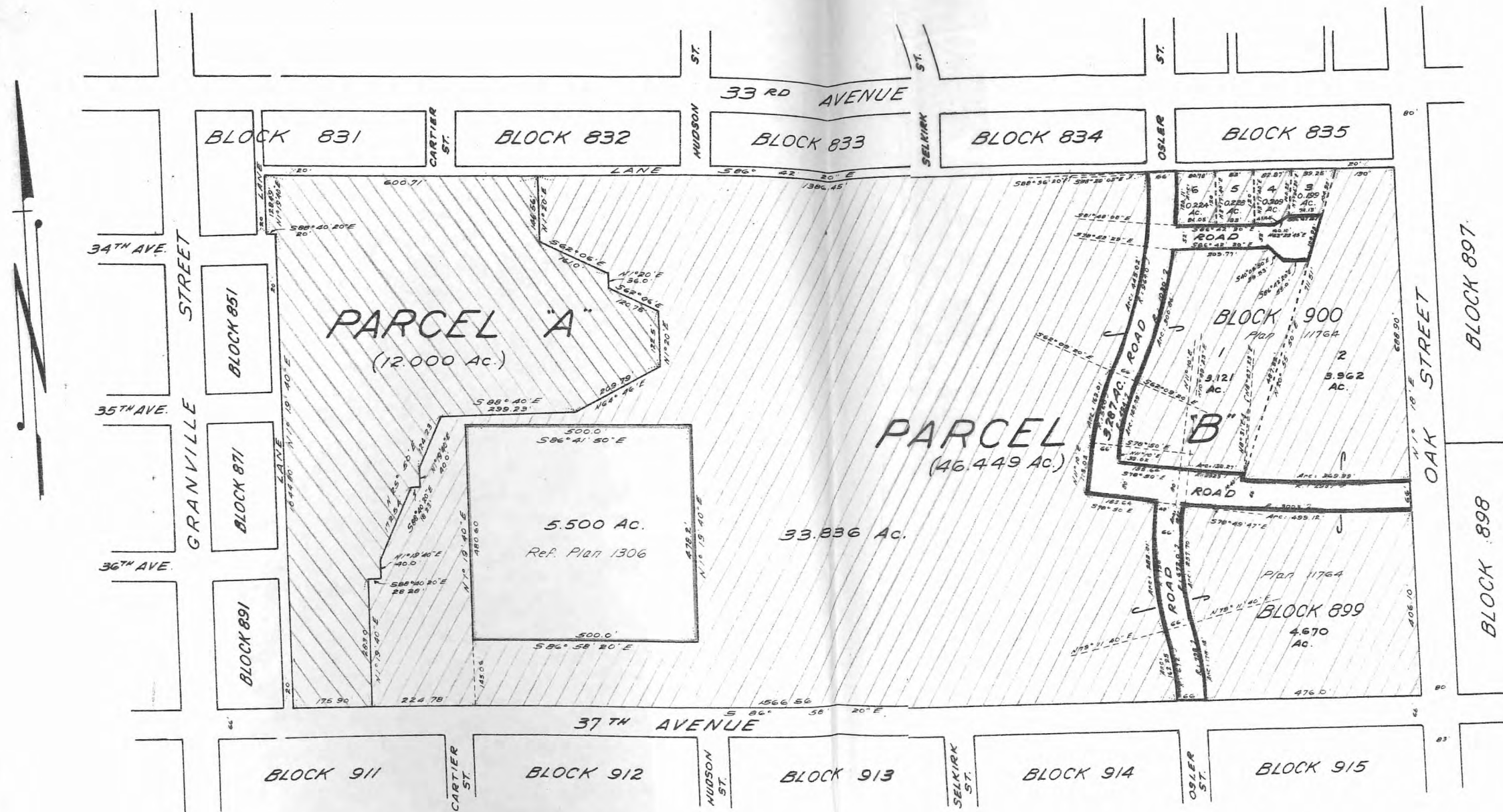
The Common seal of)
CANADIAN PACIFIC RAILWAY)
COMPANY was hereunto affixed)
in the presence of:)


PRESIDENT)

SECRETARY)

PLAN OF PARTS OF
DISTRICT LOT 526
GROUP 1, NEW WESTMINSTER DISTRICT

SCALE: 1 INCH = 200 FEET

TOTAL AREA PARCEL "A" = 12.000 ACRES
TOTAL AREA PARCEL "B" = 46.449 ACRES



From me
apl

Bearings Astronomic and derived from
Plan 11764

Certified Correct:

J. W. Shupe B.C.L.S.
December 1st, 1970

Underhill & Underhill
Engineers & Surveyors
Vancouver, B.C.
Whitehorse, Y.T.

SCHEDULE "A"

THIS INDENTURE made this
day of
in the year of our Lord one thousand nine hundred and seventy
one
BETWEEN THE ROYAL TRUST COMPANY of the first part, hereinafter
called the Vendor;

AND

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver,
British Columbia, hereinafter called the Purchaser of the other
part

WHEREAS:

A. The Vendor is the registered owner of those certain
parcels or tracts of land and premises lying and being in the
City of Vancouver in the Province of British Columbia more
particularly known and described as:

(insert in this blank a description, sufficient
for purposes of registration under the Land
Registry Act, of those parts of District Lot
526 marked Parcel A on the plan attached to
the agreement made between City of Vancouver
and Canadian Pacific Railway Company to which
this form of deed is attached as Schedule "A")

(which, notwithstanding the actual area thereof, are hereinafter
called the "twelve acres"); and

B. The twelve acres are adjacent to those certain parcels
or tracts of land and premises hereinafter more particularly
described and referred to as the "said lands".

NOW THIS INDENTURE WITNESSETH that for and in
consideration of the sum of two million (2,000,000) dollars
of lawful money of Canada by the said Purchaser in hand paid
to the said Vendor at or before the execution of these presents,
the receipt and payment of which said sum the said Vendor doth
hereby acknowledge and of and from the same and every part
thereof, doth hereby acquit, release and forever discharge the
said Purchaser its successors and assigns, and its lands, goods
and chattels, the said Vendor doth hereby grant and convey unto

the said Purchaser its successors and assigns All and singular those certain parcels or tracts of land and premises, situate, lying and being in the City of Vancouver, in the Province of British Columbia, and more particularly known and described as

Firstly Block 899

Secondly Lots 1 to 6 inclusive Block 900
All in District Lot 526
Group 1
New Westminster District
Plan 11764

Thirdly (insert in this blank a description, sufficient for purposes of registration under the Land Registry Act, of those parts of District Lot 526 not described Firstly or Secondly above but shown as part of Parcel B on the plan attached to the agreement between the City of Vancouver and Canadian Pacific Railway Company to which this form of deed is attached as Schedule "A")

(which are herein called the "said lands") Together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed or appurtenant thereto; and all the estate, right, title, interest, property, claim and demand of it the said Vendor, in, to or upon the said lands TO HAVE AND TO HOLD all the said lands expressed to be hereby granted unto the said Purchaser its successors and assigns to the use of said Purchaser its successors and assigns forever, AND the said Vendor doth hereby for itself, its successors or assigns, covenant with the said Purchaser its successors and assigns, that for and notwithstanding any act, deed, matter or thing whatsoever by it the said Vendor made, done, committed or suffered it, the said Vendor now has good right, full power, lawful and absolute authority to grant and convey all the said land hereinbefore expressed to be hereby conveyed unto the said Purchaser its successors and assigns for an absolute and indefeasible estate of inheritance in fee simple, and that freed and discharged of, from and against all uses, trusts, encumbrances, claims and demands whatsoever excepting taxes, but subject nevertheless to the conditions and reservations contained in the original grant thereof from the Crown, and subject

to the restrictive covenants hereinafter set forth and to those charges registered under numbers 59717H, 95510F, 393393M, 393394M and 393395M.

AND FURTHER that it will upon the request and at the cost of the said Purchaser its successors or assigns, make, do, and execute all such further acts, deeds, conveyances or other assurances in the law whatsoever for further or better conveying or assuring all or any of the said lands unto and to the use of the said Purchaser its successors or assigns as by it or them shall be reasonably advised, devised or required.

IN CONSIDERATION of the conveyance of the said lands to the Purchaser, the Purchaser does hereby covenant and agree to and with the Vendor as the registered owner of the twelve acres as follows:

1. That the said lands shall be subject to the restrictions set out in the Schedule of Restrictions attached hereto and shall be put to no use which is prohibited by the Schedule of Restrictions;
2. Invalidation of any one or more of the restrictions set forth in the Schedule of Restrictions by judgment, court order, statute, rule of law or otherwise shall not affect any of the other restrictions set forth therein not thereby invalidated and any restriction or restrictions not invalidated shall remain in full force and effect;
3. That the Schedule of Restrictions may be varied, waived, released, modified or amended from time to time in whole or in part only by agreement with the beneficial owner of the twelve acres given in writing and in form suitable for registration;
4. That the restrictions hereby imposed shall not be deemed to be exclusive either of any obligations, liabilities or requirements imposed by statute or law or equity on the owners

or occupiers of the said lands all of which will be duly observed and complied with;

5. That these restrictive covenants are granted by the Purchaser with the intent that they will be binding upon the Purchaser and upon its successors in title to the said lands so long as it or they shall have any right, title or interest in and to the said lands and with the intent that these restrictive covenants shall enure to the benefit of the Vendor and of the Vendor's successors in title to the twelve acres and shall be appurtenant to the twelve acres; and the Purchaser hereby covenants with the Vendor that the Purchaser and its successors in title will at all times hereafter observe and perform the restrictions set forth in the Schedule of Restrictions with the intent also that these covenants and such restrictions shall be a charge upon the said lands and every part thereof and shall enure to the protection and benefit of the twelve acres and every part thereof and the owners of any right, title or interest in the twelve acres and the occupier thereof for the time being, severally, and their successors in title and interest with full power to enforce the performance and observance thereof;

6. The Purchaser will not sell, transfer or otherwise convey or alienate the said lands or any part thereof or any interest therein except to a purchaser who shall, prior to or concurrently with such sale, transfer, conveyance or alienation, covenant with the Purchaser to observe and comply with these restrictive covenants and the restrictions set out in the Schedule of Restrictions including, without limiting the generality of the foregoing, the obligations imposed by this paragraph.

This Indenture may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute the one and the same instrument.

This Indenture shall be read and held as made by and with, granted to and imposed upon the respective parties hereto

and their respective heirs, executors, administrators, successors and assigns as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places; and wherever the singular or masculine pronoun is used the same shall be construed as meaning the plural or feminine or body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by the Vendor in the)
presence of:)
)
)
_____)
)
_____)
)

Sealed with the Common seal)
of the CITY OF VANCOUVER in)
the presence of:)
)
)
_____)
Mayor)
_____)
City Clerk)

SCHEDULE OF RESTRICTIONS

1. The said lands shall be used only as a botanical display garden and for no other purpose except such uses as are accessory thereto and no building shall be erected or suffered or permitted to remain thereon which is not accessory to such botanical display garden and used for the purposes thereof.
2. The said lands shall not be used for residential accommodation or for any profession, trade or business or any sport or entertainment or otherwise than as or accessory to a botanical display garden.
3. No garage, cage, outbuilding or other structure shall be erected nor shall vehicles be parked in such a location that the perpendicular distance between any point on the West boundary of the said lands and any such garage, cage, outbuilding or other structure or such vehicle is equal to or less than 150 feet.

SCHEDULE "B"

THIS AGREEMENT made as of the 15th day of January,
1971.

BETWEEN:

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

(hereinafter called the "City")

OF THE FIRST PART

AND:

THE ROYAL TRUST COMPANY, 555 Burrard
Street, Vancouver, British Columbia

(hereinafter called the "Trust Company")

OF THE SECOND PART

WITNESSETH THAT WHEREAS:

A. The Trust Company is the registered owner of ALL
AND SINGULAR that certain parcel or tract of land situate,
lying and being in the City of Vancouver, in the Province of
British Columbia, more particularly known and described as

(insert in this blank a description, sufficient
for purposes of registration under the Land
Registry Act, of that part of District Lot 526,
Group 1, New Westminster District, shown hatched
blue and marked Parcel A on the plan attached
to the agreement between the City and Canadian
Pacific Railway Company to which this form of
agreement is attached as Schedule "B")

(which, notwithstanding the actual area thereof, is hereinafter
called the "twelve acres");

B. The City is the beneficial owner of ALL AND SINGULAR
those certain parcels or tracts of land situate, lying and being
in the City of Vancouver in the Province of British Columbia
more particularly known and described as

Firstly; Portion of District Lot 526 (Point
Grey Reservoir) as shown coloured
red on Reference Plan 1306; and

Secondly; (Insert in this blank a description,
sufficient for the purposes of registration
under the Land Registry Act, of those
portions of road shown outlined in red
on the plan attached to the agreement
between the City and Canadian Pacific
Railway Company to which this form of
Agreement is attached as Schedule "B")

(hereinafter called the "City lands");

C. The Trust Company has agreed to sell and to convey to the City ALL AND SINGULAR those certain parcels or tracts of land situate, lying and being in the City of Vancouver in the Province of British Columbia more particularly known and described as

Firstly Block 899

Secondly Lots 1 to 6 inclusive,
Block 900,
All in District Lot 526,
Group 1,
New Westminster District,
Plan 11764, and

Thirdly (insert in this blank the description, sufficient for purposes of registration under the Land Registry Act, of those parts of District Lot 526, Group 1, New Westminster District, other than as described Firstly and Secondly above, conveyed by the Trust Company to the City pursuant to the agreement to which this form of agreement is attached as Schedule B)

(which are hereinafter collectively called Parcel "B")
subject, inter alia, to certain restrictive covenants;

D. Parcel B is adjacent to the City lands and to the twelve acres;

E. The City has agreed, as part of the consideration for the sale and conveyance of Parcel B to the City that the City will enter into this agreement;

NOW, THEREFORE and for certain valuable consideration, the receipt of which is hereby acknowledged by the City, the City does hereby covenant and agree to and with the Trust Company as the registered owner of the twelve acres as follows:

1. That the City lands shall be subject to the restrictions set out in the Schedule of Restrictions attached hereto and shall be put to no use which is prohibited by the Schedule of Restrictions.

2. Invalidation of any one or more of the restrictions set forth in the Schedule of Restrictions by judgment, court

order, statute, rule of law or otherwise shall not affect any of the other restrictions set forth therein not thereby invalidated and any restriction or restrictions not invalidated shall remain in full force and effect.

3. That the Schedule of Restrictions may be varied, waived, released, modified or amended from time to time in whole or in part only by agreement with the beneficial owner from time to time of the twelve acres given in writing and in form suitable for registration.

4. That the restrictions hereby imposed shall not be deemed to be exclusive either of any obligations liabilities or requirements imposed by statute or law or equity on the owners or occupiers of the City lands all of which will be duly observed and complied with.

5. That these restrictive covenants are granted by the City with the intent that they will be binding upon the City and upon its successors in title to the City lands so long as it or they shall have any right, title or interest in and to the City lands and with the intent that these restrictive covenants shall enure to the benefit of the Trust Company and its successors in title to the twelve acres and shall be appurtenant to the twelve acres; and the City hereby covenants with the Trust Company that the City and its successors in title will at all times hereafter observe and perform the restrictions set forth in the Schedule of Restrictions with the intent also that this covenant and such restrictions shall be a charge upon and shall run with and be binding upon the City lands and every part thereof and shall enure to the protection and benefit of the twelve acres and every part thereof and the owners of any right, title or interest in the twelve acres and the occupiers thereof for the time being, severally, and their successors in title and interest with full power to enforce the performance and observance thereof.

[Handwritten signatures: JKM, JKM]

6. The City will not sell, transfer, convey or otherwise alienate the City lands or any part thereof or any interest therein except to a purchaser who shall, prior to or concurrently with such sale transfer, conveyance or alienation, covenant with the City to observe and comply with these restrictive covenants and the restrictions set out in the Schedule of Restrictions including, without limiting the generality of the foregoing, the obligations imposed by this paragraph.

7. This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute the one and the same instrument.

8. This agreement shall be read and held as made by and with, granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors and assigns as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places; and wherever the singular or masculine pronoun is used the same shall be construed as meaning the plural or feminine or body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties hereto have
hereunto set their hands and seals the day and year first above
written.

Sealed with the Common seal)
of the CITY OF VANCOUVER)
in the presence of:)

Mayor

City Clerk

Signed, Sealed and delivered)
by THE ROYAL TRUST COMPANY)
in the presence of:)

SCHEDULE OF RESTRICTIONS

1. The City lands shall be used only as a botanical display garden and for no other purpose except such uses as are accessory thereto and no building shall be erected or suffered or permitted to remain thereon which is not accessory to such botanical display garden and used for the purposes thereof.
2. The City lands shall not be used for residential accommodation or for any profession, trade or business or any sport or entertainment or otherwise than as or accessory to a botanical display garden.
3. No garage, cage, outbuilding or other structure shall be erected nor shall vehicles be parked in such a location that the perpendicular distance between any point on the West boundary of the City lands and any such garage, cage, outbuilding or other structure or such vehicle is equal to or less than 150 feet.

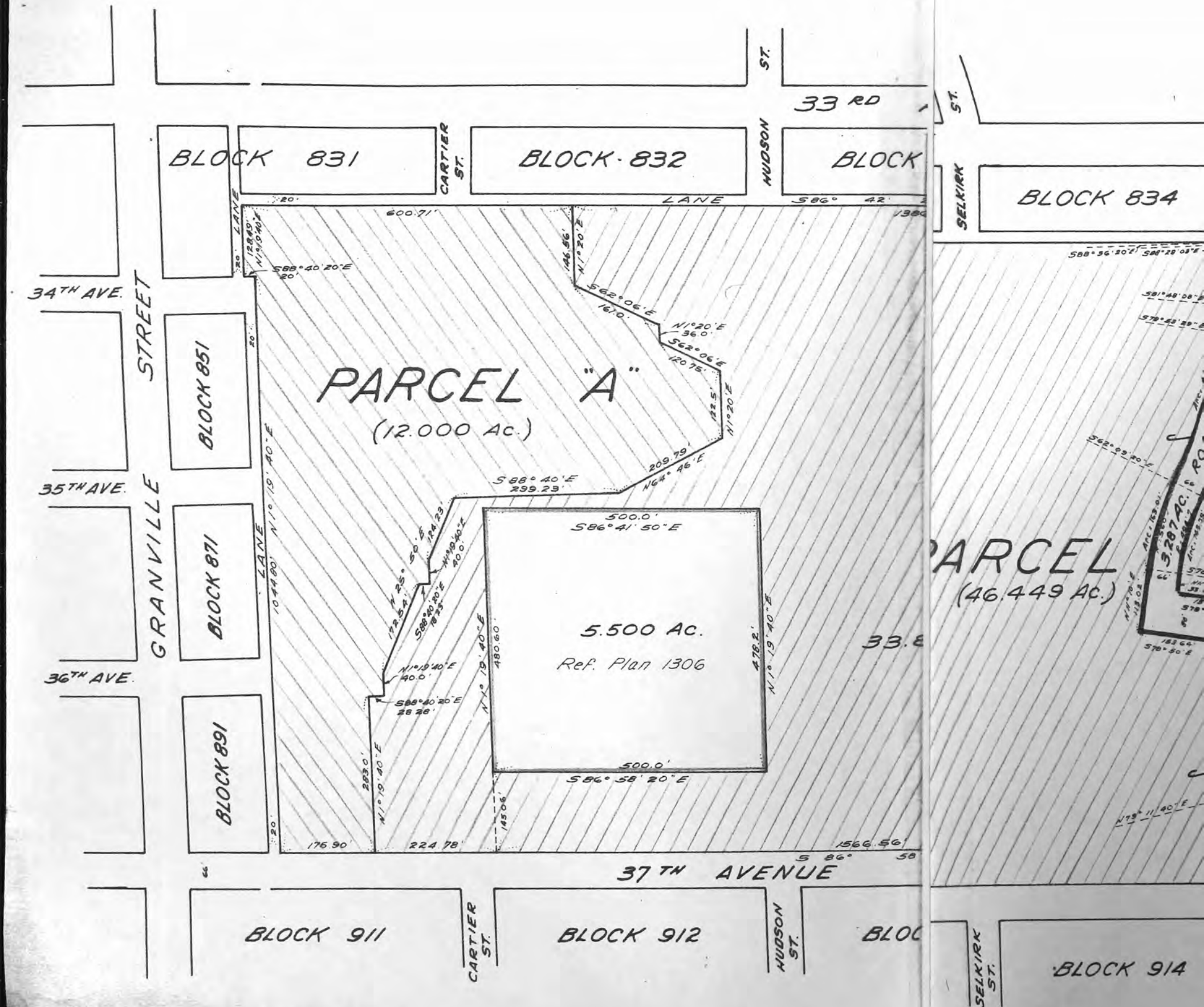
PLAN OF
DISTRICT S OF
GROUP 1, NEW WEST 526

SCALE: 1 INCH

STER DISTRI

ET

AREA PARCEL "A" = 12.000 ACRES
AREA PARCEL "B" = 46.449 ACRES



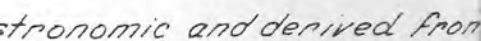
Bearings Astronomic and derived from
Plan 11764

Certified Correct:

11 & Underhill
s & Surveyors

SCALE: 1 INCH

ET



Certified Correct:

95510F

95510

MEMORANDUM OF AGREEMENT made the 29th day of September one thousand nine hundred and sixteen

BETWEEN

THE ROYAL TRUST COMPANY, herein-
after called "the Trust Company";

Of the First Part:

THE SHAUGHNESSY HEIGHTS GOLF CLUB,
LIMITED, hereinafter called "the
Golf Club";

AND

Of the Second Part:

THE MUNICIPALITY OF POINT GREY,
hereinafter called "the Municipality";

Of the Third Part.

WHEREAS the Municipality is desirous of acquiring the right or easement to lay and maintain water mains upon the strips of land shown in red on the plans hereto annexed marked "A" and "B" respectively:

AND WHEREAS the Trust Company is the owner of the lands shown in red on the said plans "A" and "B", subject to a lease to the Golf Club until December thirty first, one thousand nine hundred and twenty seven:

AND WHEREAS the Trust Company has agreed to sell to the Municipality the lands shown in red on the plan hereto annexed marked "C", for the purposes of a reservoir:

AND WHEREAS it has been agreed as hereinafter set forth

NOW THEREFORE THESE PRESENTS WITNESS that the Trust

PLAN REFERRED TO HEREIN
PRESERVED AND KEPT UNDER
DOCUMENT NUMBER 95510F

Company and the Golf Club, each for itself, its successors and assigns, in consideration of the sum of one dollar to each of them in hand paid on or before the execution of these presents (the receipt whereof is hereby acknowledged) and in consideration of the grant from the Municipality to the Golf Club hereinafter contained the Trust Company and the Golf Club (the latter to the extent of its leasehold interest only) hereby grant for all time unto the Municipality the right or easement to enter upon the strips of land shown in red on the said plans "A" and "B", and thereon construct and lay water mains in connection with the water system of the Municipality, with the right to enter from time to time for the purpose of repairing or relaying the said water mains when necessary, doing no unnecessary damage.

The work of laying, repairing or relaying the said mains shall be carried out as quickly as possible and the ground restored as nearly as possible to its former condition at the expense of the Municipality - the Municipality in doing the work to interfere as little as possible with the use of the grounds by the Golf Club and only when necessary.

The Municipality for itself, its successors and assigns, hereby grants unto the Golf Club, its successors and assigns, the privilege or easement to use the lands shown in red on the plan hereto annexed marked "C" in connection with its golf grounds for golf purposes (the buildings now upon the

100-
100-
H.S.R.
Rini

CORPORATION OF POINT GREY

Den Abbruch
Rdov.

Henry Flood
C. M. B.

The 5th Highways & Bridges Socy.
 W. M. Carpole
 President
 E. H. n g d e w Secretary

THE ROYAL TRUST COMPANY.

H. M. Macomber Assistant Manager
M. S. Richey Secretary

59717

LAND REGISTRY OFFICE
RECEIVED

No.

59717 H

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

LAND REGISTRY ACT.

APR 18 1928

FORM C.

(Section 126.)

Date Apr 17 1928

I, Attelstan George Harvey, solemnly declare
that I am [or Solicitor for or the duly authorized Agent of Corporation of Point Grey
and that he is] entitled to a

charge of right of way for sewer water main
over the land hereunder described, and hereby make application under the provisions of the "Land Registry
Act" and claim registration of a charge accordingly.

The full name, address, and occupation of the owner is Corporation of Point Grey
5851 West Boulevard Vancouver B.C. Municipal Corporation

The fee-simple is registered in Vol. 15, 171 Fol. 5201 of the Register.

DESCRIPTION OF LAND.

MUNICIPALITY OR ASSESSMENT DISTRICT.	LOT OR SECTION.	ADMEASUREMENT OR AREA.
<u>Point Grey</u>	<u>undivided portion of D. 652</u> <u>between Oak and Seawall Sts</u> <u>and between 33rd & 37th Avenue</u> <u>Group 1, M.U.D.</u>	<u>2.60</u>

LIST OF INSTRUMENTS.

DATE.	INSTRUMENT.	CHARACTER OF DEED.
<u>Jan 5, 1928</u>	<u>The Royal Trust Company</u> <u>The Shalghness Heights Golf Club</u> <u>and</u> <u>Corporation of Point Grey</u>	<u>Agreement for</u> <u>sewer for</u> <u>sewer water pipes</u>

And I solemnly declare that I have investigated and ascertained the value of the interest covered by the charge, registration of which is hereby applied for, and that the true value thereof at the date of this application is one hundred dollars; [in the case of a Solicitor or Agent, add] and I am duly authorized by the owner to make this application; [in the case of an Agent, add] and I reside in the Province of British Columbia, and am of the full age of twenty-one years.

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

DECLARED before me this 17

day of April, 1928
at Vancouver, British Columbia.

(Signature)

(Full Post-office address)

For mailing notices and comments.

W. M. McFarlane
BAYFIELD & HARVEY
BARRISTERS, SOLICITORS
Rooms 702-705 Bower Building
543 GRANVILLE STREET
VANCOUVER, B.C.

EXECUTED IN TRIPLICATE

59717

MEMORANDUM OF AGREEMENT made the Fifth day of January, one thousand nine hundred and twenty-eight.

BETWEEN:

THE ROWAL TRUST COMPANY
hereinafter called the "Trust Company"

OF THE FIRST PART,

THE SHAUGHNESSY HEIGHTS GOLF CLUB,
hereinafter called the "Golf Club"

OF THE SECOND PART

-AND-

THE CORPORATION OF THE MUNICIPALITY
OF POINT GREY, hereinafter called
the "Municipality"

OF THE THIRD PART:

WHEREAS the Municipality under a certain agreement dated September 29th, 1916, made between the parties hereto, acquired the right or easement to lay and maintain certain water mains upon the strips of land shown on the plan thereto annexed marked "A" and "B" respectively, and the Municipality granted unto the Golf Club a certain privilege or easement to use the lands shown in red on the plan thereto annexed marked "C" for golf grounds.

AND WHEREAS it has been agreed between the parties hereto to modify and extend the said agreement as hereinafter expressed.

NOW THEREFORE THIS INDENTURE WITNESSETH that the Trust Company and the Golf Club, each for itself its successors and assigns, in consideration of the sum of one dollar to each of them in hand paid on or before the execution of these presents (the receipt whereof is hereby acknowledged) and in consideration of the grant from the Municipality to the Golf Club hereinafter contained, the Trust Company and the Golf Club (the latter to the extent of its leasehold interest only) hereby grant for all time unto the Municipality the right or easement to enter upon the strips of land shown edged in red on the plan No. 3 hereto annexed and thereon marked "A" and "B" and on the strip of land edged in red on the plan No. 2 hereto annexed, and thereon construct and lay water mains

PLAN REFERRED TO HEREIN
PRESENTED AND HELD UNDER
DOCUMENT NUMBER 59717

28
and sewers in connection with the water and sewer systems of the Municipality, ^{its successors and assigns} with the right to enter from time to time for the purpose of repairing or relaying the said water mains or sewers when necessary, doing no unnecessary damage.

The work of laying, repairing or relaying the said water mains and sewers shall be carried out as quickly as possible and the ground restored as nearly as possible to its former condition at the expense of the Municipality. The Municipality in doing the work will interfere as little as possible with the use of the grounds by the Golf Club.

The Municipality for itself, its successors and assigns, grants unto the Golf Club, its successors and assigns, the privilege or easement to use the land shown in red on the plan hereto annexed marked No. 1 in connection with its golf grounds for golf purposes, and the privilege of continuing to have thereon the buildings shown on the said plan No. 1, with such additions thereto as may be necessary, until the Thirty-first of December, one thousand nine hundred and forty, provided, however, that such use shall be subject to and shall not interfere with the right of the Municipality to enter upon the said lands for the purpose of making all necessary inspections, repairs or alterations or additions to the reservoir now upon the said lands or for any other purpose connected with its water and sewer systems

WITNESS the corporate seal of the parties hereto and the signatures of their respective officers below named.

Witness
P.P. Sharpe
J. Elam
Witness as to execution by
THE ROYAL TRUST COMPANY

Henry D. Lloyd
Municipal Clerk
THE ROYAL TRUST COMPANY
R. A. JELLY
Assistant General Manager

James Black
President
W. H. Burke
Secretary
CORPORATION OF POINT GREY
W. H. Burke
Reeve

PARTIAL DISCHARGE OF EASEMENT

THIS INDENTURE made the 23rd day of October, in the year of Our Lord one thousand nine hundred and sixty four.

BETWEEN:

CITY OF VANCOUVER (hereinafter called the party of the 'first part')

AND:

THE ROYAL TRUST COMPANY (hereinafter called the party of the 'second part')

WHEREAS by a certain Indenture of Easement, dated the 5th day of January, A.D., 1928, The Royal Trust Company and The Shaughnessy Heights Golf Club granted unto The Corporation of the Municipality of Point Grey, certain easements as therein set out, which said agreement was registered in the Land Registry Office in the City of Vancouver, Province of British Columbia, under No. 59717-H.

AND WHEREAS that certain easement described therein and marked '3' on Plan No. 2 annexed thereto is now excess to the requirements of the City of Vancouver (the successor in title to The Corporation of the Municipality of Point Grey), and the party of the second part has requested a partial release of the hereinbefore described Indenture of Easement from the party of the first part.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR, the receipt whereof is hereby acknowledged, the party of the first part hereby releases, discharges and Quit Claims any interest it has or may have in and to that certain easement marked '3' and shown on Plan No. 2 annexed to the said Indenture of Easement, which said easement is over a portion of the unsubdivided portion of District Lot 526, Group 1, New Westminster District.

IN WITNESS WHEREOF the party of the first part, City of Vancouver, has hereunto affixed its common seal under the hands of its proper officers in that behalf authorized the day and year first above written.

SEALED with the Common Seal of the
CITY OF VANCOUVER and signed by:

Mayor

City Clerk

FORM 6, LAND REGISTRY ACT
(SECTION 50)

MEMORANDUM OF REGISTRATION

City of Vancouver - FOI 2024-462 - Page 007 of 008

NOV 10 1964

59717

True Receipt
on
C.T. 495364
P

2764-000166

393383

No.

393393-14



LAND REGISTRY ACT

FORM C
(Section 128)

Application for Registration of Charge

Date October 26th, 1964

I, ERROL JACKSON RAVEN, solemnly declare that I am ~~the~~ the duly authorized Agent of City of Vancouver and that he is entitled to a

* Charge by way of an Indemnity Agreement over the land hereunder described, and hereby make application under the provisions of the "Land Registry Act" and claim registration of a charge accordingly.

The full name, address, and occupation of the person so entitled to be registered as owner of the charge is CITY OF VANCOUVER

† Not applicable where the applicant is a corporation. Strike out words not applicable.

I am a British subject.† [Or]
I am not a British subject.† [Or]

I am informed by _____, and
(Adapt to suit circumstances.)

‡ For use where the application is made by a solicitor or agent.

verily believe, that the person so entitled to be registered as owner of the charge is a British subject [or] is not a British subject.†‡

The fee-simple is registered in Vol. 2746, Fol. 495360, of the Register.

DESCRIPTION OF LAND

MUNICIPALITY OR ASSESSMENT DISTRICT	LOT OR SECTION	ADMEASUREMENT OR ACREAGE
City of Vancouver	<u>Block 899 and Lot 21 of Block 900, District Lot 526, Group 1, N. W. D., Plan 11764</u>	<u>273944</u>

LIST OF INSTRUMENTS

DATE	PARTIES	CHARACTER OF DEED
<u>26. 10. 64</u>	<u>THE ROYAL TRUST COMPANY</u> to <u>CITY OF VANCOUVER</u>	<u>Bulkhead Agreement</u>

And I solemnly declare that I have investigated and ascertained the value of the interest covered by the charge, registration of which is hereby applied for, and that the true value thereof at the date of this application is \$ 100.00 Dollars: [In the case of a Solicitor or Agent, add] and I am duly authorized by the owner to make this application [in the case of an Agent, add] and I reside in the Province of British Columbia, and am of the full age of twenty-one years.

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

DECLARED before me this 26th day of October, 19 64 at Vancouver, British Columbia.

(Signature) [Signature]
(Full post-office address) Law Dept., City Hall, Vancouver
For mailing notices and documents

* Note.—Insert here the estate less than the fee-simple, or encumbrance or equitable interest claimed in, over, or upon the land; e.g., mortgage in fee-simple for \$500, estate for life, the pendens (according to circumstances, upon, in, over).

Do not write outside the side-line. Space reserved for binding.

393393

393393-11

THIS DEED WAS made the 22nd day of October, in the year of Our Lord, one thousand nine hundred and sixty-four.

WITNESSETH:

7071

THE ROYAL TRUST COMPANY
with offices at 625 West Pender
Street, in the City of Vancouver,
Province of British Columbia,

(hereinafter called "the Grantor")

OF THE FIRST PART

AND:

CITY OF VANCOUVER

(hereinafter called "the Grantee")

OF THE SECOND PART.

WHEREAS the Grantor is the registered owner of those certain parcels or tracts of land situate, lying and being in the City of Vancouver, Province of British Columbia, and more particularly known and described as Block Eight Hundred and Ninety-nine (899) and Lot Two (2) of Block Nine Hundred (900), District Lot Five Hundred Twenty-six (526), Group One (1), New Westminster District, according to Plan 11764 deposited in the Land Registry Office in the City of Vancouver, Province of British Columbia, (hereinafter called "the said parcels");

AND WHEREAS portions of the said parcels have a higher elevation than the adjoining streets and lane, and other portions have a lower elevation than the adjoining streets and lane.

AND WHEREAS the Grantor hereby grants unto the

- 2 -

grantee, certain rights, liberties and easement over that portion of the said parcels, with respect to the support and maintenance of the adjoining streets and lane.

AND WHEREAS the parties hereto have mutually agreed, each with the other, according to the terms, covenants and conditions hereinafter set forth;

AND WHEREAS the Grantee is the owner of all the public streets and lanes in the City of Vancouver aforesaid, including the streets and lanes abutting on the said lands;

NOW, THEREFORE, the Grantor, with intent to bind all persons in whom the said parcel shall for the time being be vested, but not so that the Grantor shall be personally liable for breach of any of the terms, covenants or conditions hereof after it has wholly parted with its interest in the said parcel, HEREBY COVENANTS AND AGREES and DOES HEREBY GRANT to the Grantee, its successors and assigns, rights, liberties, restrictions and charges against the said parcel to the like effect as follows:

1. With respect to the portion or portions of the said parcel having an elevation lower than the dedicated street:

- (a) The Grantee, its successors and assigns, shall have and is hereby granted the right, liberty and easement of support by the said parcel for the dedicated street as the said dedicated street or any portion thereof now exists or may at any time hereafter be filled or graded at the boundary line of the said parcel.

- (b) That as the proposed and said, the Grantor, its successors and assigns, shall have and the Grantee the right, liberty and easement at any time to encroach upon and maintain an encroachment or fill of earth, rock, gravel, or other material on or over the said parcel sufficient for support of the dedicated street or any portion thereof, as hereinbefore set forth.
- (c) That the Grantor, its successors and assigns, will do no act and will suffer no condition to exist at any time on the said parcel which shall in any manner interfere with support of the dedicated street or any portion thereof in manner aforesaid, and will not at any time remove any earth, rock, gravel, or other material or any structure constituting such support without the written consent of the City Engineer.
- (d) It is understood and agreed by the Grantee that in the event that the Grantee requires support for the dedicated street as in this paragraph provided, and obtains such support by a sloped fill, then the Grantee will surface such fill with material suitable for the planting of grass thereon.
- (e) It is further understood and agreed by the Grantee that in the event the Grantor requests, before the dedicated street is graded, to have the said street supported by any other reasonable method than by a sloped fill, then upon the Grantor undertaking to

pay the Grantee any additional costs involved in employing such other method, the Grantee will grant such request and obtain such support for the dedicated street by using the other method adopted.

2. With respect to those portions or portion of the said parcel having an elevation higher than the dedicated street:

(a) That the Grantor, its successors and assigns, notwithstanding any law or statute in that behalf, will not at any time require support for the said parcel or for any portion of the soil thereof, or for any building or structure at any time erected thereon, from the dedicated street, whether by way of the construction of a bulkhead or retainingwall, or otherwise howsoever; and the Grantor, its successors and assigns, hereby release and forever discharge the Grantee, its successors and assigns, from all liability for payment of compensation or damage for any failure of such support.

(b) That in the event of the excavation at any time hereafter of the dedicated street or any portion thereof for street purposes, the Grantor, its successors and assigns, will take all steps upon the said parcel aforesaid necessary at any time to prevent obstruction of or encroachment upon the dedicated street by earth or other material falling thereon from the said parcel.


3. That in the event of the failure of the Grantor, its successors and assigns, to perform or observe the terms,

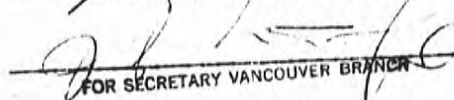
- 5 -

...and conditions aforesaid or any of them, the Grantee, its successors and assigns, shall be entitled to enter and take all steps upon the said parcel or on the dedicated street which in the opinion of the City Engineer are necessary to remedy such failure; and all costs, charges and expenses thereby incurred and all damages sustained by reason of such failure shall be paid to the Grantee, its successors and assigns, by the Grantor, its successors and assigns, and until paid the same shall be and remain at all times charged against the said parcel and all the interest of the Grantor, its successors and assigns therein and thereto.

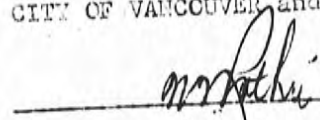
IN WITNESS WHEREOF the Grantor has hereunto caused its corporate seal to be affixed under the hands of its duly authorized officers, as of the day and year first above written, and the Grantee has caused these presents to be sealed with the Common Seal of the City of Vancouver and signed by its Mayor and City Clerk.


SEALED with the Seal of THE ROYAL
TRUST COMPANY, and signed by:


FOR MANAGER VANCOUVER BRANCH


FOR SECRETARY VANCOUVER BRANCH

SEALED with the Common Seal of the
CITY OF VANCOUVER, and signed by:


Mayor


City Clerk

3.

393394-M

393394 7

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11

LAND REGISTRY ACT

FORM C
(Section 128)

Application for Registration of Charge

Date October 26th, 1964.

I, ERROL JACKSON RAVEN, solemnly declare
that I am ~~not~~ the duly authorized Agent of City of Vancouver

and that he is] entitled to a
• Charge by way of a Right of Way
over the land hereunder described, and hereby make application under the provisions of the "Land Registry Act"
and claim registration of a charge accordingly.

The full name, address, and occupation of the person so entitled to be registered as owner of the charge is
CITY OF VANCOUVER

† Not applicable
where the
applicant
is a corporation.
Strike out words
not applicable.

I am a British subject.† [Or]
I am not a British subject.† [Or]
I am informed by

(Adapt to suit circumstances.)

† For use where
the application
is made by a
solicitor or agent.

verily believe, that the person so entitled to be registered as owner of the charge is a British
subject [or] is not a British subject.††

The fee-simple is registered in Vol. 2746, Fol. 495360, of the Register.

DESCRIPTION OF LAND

MUNICIPALITY OR ASSESSMENT DISTRICT	LOT OR SECTION	ADMEASUREMENT OR ACREAGE
City of Vancouver	<u>Lot 2, Block 900, District Lot 526, Group 1, N. W. D., Plan 11764.</u>	<u>393394-M</u> Plan \$ 5.00

LIST OF INSTRUMENTS

DATE	PARTIES	CHARACTER OF DEED
<u>26.10.64</u>	<u>THE ROYAL TRUST COMPANY</u> to <u>CITY OF VANCOUVER</u>	<u>Right of Way over</u> <u>that portion of</u> <u>Lot 2 as described</u> <u>in the instrument</u> <u>submitted herewith</u> <u>with subordinate</u> <u>rights over the</u> <u>balance of said</u> <u>Lot 2.</u> Explanatory Plan

And I solemnly declare that I have investigated and ascertained the value of the interest covered by the charge, registration of which is hereby applied
for, and that the true value thereof at the date of this application is \$ 100.00 Dollars: [in the case of a Solicitor or Agent, add]
and I am duly authorized by the owner to make this application [in the case of an Agent, add] and I reside in the Province of British Columbia, and am of
the full age of twenty one years.

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

DECLARED before me this 26th
day of October, 19 64
at Vancouver, British Columbia.

(Signature)

(Full post-office address)

Law Dept. City Hall Vancouver

THIS DEED, bearing the 26th day of October, in the
year of Our Lord one thousand nine hundred and sixty-four.

393391-M

393394

707

THE ROYAL TRUST COMPANY

(hereinafter called "the Grantor")
OF THE FIRST PART

A.D.

CITY OF VANCOUVER

(hereinafter called "the Grantee")
OF THE SECOND PART.

WHEREAS the Grantor is the registered owner of Lot Two (2),
Block Nine Hundred (900), District Lot Five Hundred Twenty-six (526),
Group One (1), New Westminster District, according to Plan 11764 de-
posited in the Land Registry Office in the City of Vancouver,
Province of British Columbia (hereinafter called "the said lands"),
and hereby grant an easement for Public Utility purposes to the
Grantee over all that portion of Lot Two (2), Block Nine Hundred
(900), District Lot Five Hundred Twenty-six (526), Group One (1),
New Westminster District, Plan 11764, described as follows:

Commencing at the north westerly corner of said
Lot Two (2); thence S 85° 42' 20" E, 10.49 feet,
following in the northerly limit of said Lot (2);
thence S 20° 55' 50" W, 201.43 feet, following in
a line drawn parallel to the westerly limit of
said Lot Two (2); thence N 36° 42' 20" W, 10.49
feet, more or less, to intersection with the west-
erly limit of said Lot Two (2); thence N 20° 55'
50" E, 201.43 feet, more or less, following in the
westerly limit of said Lot Two (2) to the point of
commencement. The same as shown outlined red on
plan marginally numbered LE 2256 certified correct
by Adam Burhoe, B.C.L.S. on the 10th day of August,
1964, a copy of which plan is attached hereto,
(hereinafter called "the said easement area").

NOV 1964

Do Application Form of the City of Vancouver
or Stamp of the City of Vancouver
ALBERT Smith
Recorder of the City of Vancouver

AND WHEREAS the parties hereto have mutually agreed, each
with the other, according to the terms, covenants and conditions
hereinafter set forth;

AND WHEREAS the Grantee is the owner of all the public
streets and lanes in the City of Vancouver

including the streets and lanes abutting on the said lands;

NOW THIS INDENTURE WITNESSETH

1. THAT, in consideration of the premises and of the terms, covenants and conditions on the part of the Grantee to be performed and observed herein, the Grantor doth hereby grant and convey unto the Grantee the full, free and uninterrupted right, liberty and easement for the Grantee, its licencees, agents, servants, officials and workmen, at all times hereafter, by night and by day, and at their will and pleasure, for the benefit of the Grantee, to enter, labour, go, return, pass and repass upon and along the said easement area, of the said lands, and to dig up the soil thereof, and to lay down, construct, instal and maintain water-mains, sewers, drains, ditches, manholes, pipes, or any of them, or any other utility, for the purpose of conveying, draining or disposing of water, sewage, liquid waste, or any of them, over, through or under the said easement area, and to place therein and thereon conduits, pipes, wires, poles, cables, equipment and apparatus for telephone, electric light, electric heat and power and for other electric services or purposes as the Grantee may require or may be deemed expedient, and the same to cover with soil, alter, enlarge, remove, repair, renew, maintain, inspect and replace as may be necessary and expedient by the Grantee or its licencees, agents, servants, officials and workmen, together with the right, liberty and easement of unobstructed access to the said easement area, and to have the said easement area, including the subsoil thereof, remain at all times unoccupied by any embankment or fill, or by any building or structure likely to obstruct such access, other than a boundary fence. For the purposes of these presents, the said water-mains, sewers, drains, manholes, pipes and other utilities, and each and every of them, and all works forming part thereof, are hereinafter called "the said works".
2. TO HAVE AND TO HOLD unto the Grantee from and after the date hereof as appurtenant to the public streets and lanes abutting on the said lands, forever.

3. PROVIDED that nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise, to construct, instal or maintain the said works or any of them, or any public work or utility whatsoever on the said lands or any portion thereof.

4. The Grantor covenants and agrees with the Grantee that the Grantor will not, while at any time otherwise having the right so to do, maintain any embankment or fill or any building or structure of any kind whatsoever which shall occupy, and will not erect any embankment or fill or any building or structure of any kind which shall occupy, any portion of the said easement area, including the subsoil thereof, other than a boundary fence, and that in the event of the maintenance or erection of any such embankment or fill or any such building or structure as aforesaid, and the neglect of the Grantor to remove the same within thirty (30) days after receipt of notice in writing from the Grantee requiring such removal, the Grantee, in addition to any other right or remedy secured to the Grantee by these presents or otherwise, shall have the right, liberty and easement to do all things necessary to remove the same without any liability for damage; and the Grantor shall forthwith pay to the Grantee all costs, charges and expenses to which the Grantee may be put by reason of such removal, which costs, charges and expenses shall be and remain at all times charged upon and against the said lands.

5. It is hereby understood, covenanted and agreed that the covenants herein contained shall be covenants running with the said lands and with public streets and lanes abutting upon the said lands, and that none of the covenants herein contained shall be personal or binding upon the parties hereto save and except during the Grantor's seizin of or ownership of any interest in the said easement area, and with respect

- 4 -

only to that portion of the said easement area of which the Grantor shall be seized or in which he shall have an interest; but that the said lands shall, nevertheless, be and remain at all times charged therewith.

6. The Grantor doth hereby release and forever discharge the Grantee from and against all manner of actions, causes of action, suits and demands whatsoever at law or in equity which the Grantor may at any time have by reason of the laying, construction, repair, renewal, maintenance, inspection or removal of the said works, or any of them, or any portion thereof.

7. Save as aforesaid, nothing in this indenture shall be interpreted so as to restrict or prevent the Grantor from using the said easement area in any manner which shall not interfere with the security or efficient functioning of or unobstructed access to the said works.

8. These presents shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

9. Words herein importing the singular number, or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, whenever the context so requires.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal, and the Grantee has caused these

393394

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presents to be sealed with the Seal of the City of Vancouver and signed by the Mayor and City Clerk on the day and year first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

[Signature]
FOR MANAGER VANCOUVER BRANCH

[Signature]
FOR SECRETARY VANCOUVER BRANCH

SEALED with the Seal of the
CITY OF VANCOUVER and Signed
by:

[Signature]

Mayor

[Signature]

City Clerk

Approved as to form.

Corporation Council

ACKNOWLEDGMENT OF MAKER

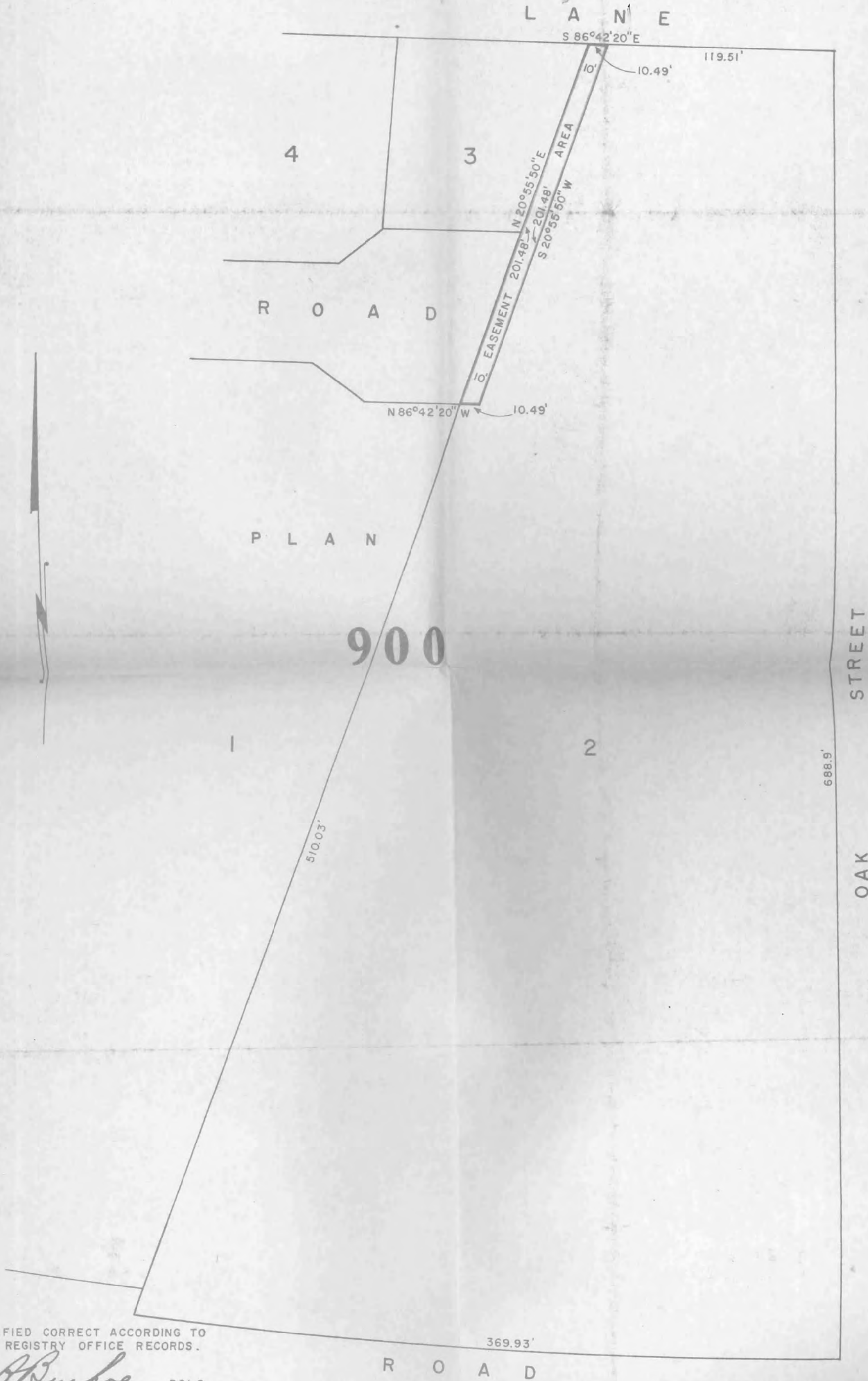
I HEREBY CERTIFY that, on the day of
19 , in the City of Vancouver, Province of British Columbia,
(whose identity has been proved by the evidence on oath
of , who is)
personally known to me, appeared before me and acknowledged
to me that the person mentioned in the annexed
Instrument as maker thereof, and whose name sub-
scribed thereto as part , that know the contents
thereof, and that executed the same voluntarily, and
of the full age of twenty-one years.

IN TESTIMONY whereof I have hereto set
my Hand and Seal of Office, at
Vancouver, in the Province of
British Columbia, this
day of in the year
of Our Lord One Thousand Nine
Hundred and

PLAN OF A PORTION OF LOT 2, BLOCK 900, DISTRICT LOT 526, GROUP ONE,
NEW WESTMINSTER DISTRICT, PLAN 11764 FOR EASEMENT PURPOSES.

SCALE: 1 INCH = 50 FEET

Explanatory Plan 8153



CERTIFIED CORRECT ACCORDING TO
LAND REGISTRY OFFICE RECORDS.

A. Buchan

B.C.L.S.

AUGUST 10TH, 1964

OCT-27-64 800168 LsA 12 1010

LAND REGISTRY ACT

FORM C
(Section 128)

Application for Registration of Charge

Date October 26th, 1964

I, ERROL JACKSON RAVEN, solemnly declare that I am the duly authorized Agent of City of Vancouver

* Charge by way of a Right of Way over the land hereunder described, and hereby make application under the provisions of the "Land Registry Act" and claim registration of a charge accordingly.

The full name, address, and occupation of the person so entitled to be registered as owner of the charge is CITY OF VANCOUVER

† Not applicable where the applicant is a corporation. Strike out words not applicable.

I am a British subject.† [Or]
I am not a British subject.† [Or]
I am informed by

(Adapt to suit circumstances.)

† For use where the application is made by a solicitor or agent.

verily believe, that the person so entitled to be registered as owner of the charge is a British subject [or] is not a British subject.††
The fee-simple is registered in Vol. 2746, Fol. 495360, of the Register.

DESCRIPTION OF LAND

MUNICIPALITY OR ASSESSMENT DISTRICT	LOT OR SECTION	ADMEASUREMENT OR ACREAGE
City of Vancouver	Lot 3, Block 900, District Lot 526, Group 1, N. W. D., Plan 11764	Plan \$ 5.00
		393391-M

LIST OF INSTRUMENTS

DATE	PARTIES	CHARACTER OF DEED
	THE ROYAL TRUST COMPANY to CITY OF VANCOUVER	Right of Way over portion of Lot 3 described in the instrument submitted herewith with subordinate rights over the balance of said Lot 3. Explanatory Plan

And I solemnly declare that I have investigated and ascertained the value of the interest covered by the charge, registration of which is hereby applied for, and that the true value thereof at the date of this application is \$ 100.00 dollars: [in the case of a Solicitor or Agent, add] and I am duly authorized by the owner to make this application [in the case of an Agent, add] and I reside in the Province of British Columbia, and am of the full age of twenty-one years.
And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

DECLARED before me this 26th

day of October, 1964

at Vancouver, British Columbia, Law Dept., City Hall, Vancouver

(Signature)
For mailing notices and documents.

393395

THIS INSTRUMENT made the 26th day of October, 393395-M

the year of Our Lord one thousand nine hundred and sixty four.

IN WITNESS:

N(7)

THE ROYAL TRUST COMPANY

(hereinafter called "the Grantor")

OF THE FIRST PART.

AND:

FORM 0, LAND REGISTRY ACT
SECTION 501
MEMORANDUM OF REGISTRATION
REGISTERED

CITY OF VANCOUVER

(hereinafter called "the Grantee")

OF THE SECOND PART.

NOV 19 1964

Application received at the time written
or stamped on the application
ALBERT SMITH, Registrar
Vancouver Land Registration District

WHEREAS the Grantor is the registered owner of Lot Three (3), Block Nine Hundred (900), District Lot Five Hundred and Twenty-six (526), Group One (1), New Westminster District, according to Plan 11764 deposited in the Land Registry Office in the City of Vancouver, Province of British Columbia (hereinafter called "the said lands"), and hereby grants an easement for Public Utility purposes over all that portion lying to the West of a line drawn parallel to and five (5) feet perpendicularly distant Easterly from the Westerly limit of said Lot Three (3) and extending from the Northerly limit to the Southerly limit of said Lot Three (3) the same as shown outlined red on Plan marginally numbered DE 2253 certified correct by Adam Burhoe, E.C.L.S. on the 11th day of August, 1964, copy of which Plan is attached hereto (hereinafter called "the said easement area").

AND WHEREAS the parties hereto have mutually agreed, each with the other, according to the terms, covenants and conditions hereinafter set forth.

AND WHEREAS the Grantee is the owner of all the public streets and lanes in the City of Vancouver City of Vancouver - FOI 2024-462 - Page 412 of 668 including the streets and lanes abutting on the said lands:

NOW THIS INDENTURE WITNESSETH

1. THAT, in consideration of the premises and of the terms, covenants and conditions on the part of the Grantee to be performed and observed herein, the Grantor doth hereby grant and convey unto the Grantee the full, free and uninterrupted right, liberty and easement for the Grantee, its licencees, agents, servants, officials and workmen, at all times hereafter, by night and by day, and at their will and pleasure, for the benefit of the Grantee, to enter, labour, go, return, pass and repass upon and along the said easement area, of the said lands, and to dig up the soil thereof, and to lay down, construct, instal and maintain water-mains, sewers, drains, ditches, manholes, pipes, or any of them, or any other utility, for the purpose of conveying, draining or disposing of water, sewage, liquid waste, or any of them, over, through or under the said easement area. and to place therein and thereon conduits, pipes, wires, poles, cables, equipment and apparatus for telephone, electric light, electric heat and power and for other electric services or purposes as the Grantee may require or may be deemed expedient, and the same to cover with soil, alter, enlarge, remove, repair, renew, maintain, inspect and replace as may be necessary and expedient by the Grantee or its licencees, agents, servants, officials and workmen, together with the right, liberty and easement of unobstructed access to the said easement area, and to have the said easement area, including the subsoil thereof, remain at all times unoccupied by any embankment or fill, or by any building or structure likely to obstruct such access, other than a boundary fence. For the purposes of these presents, the said water-mains, sewers, drains, manholes, pipes and other utilities, and each and every of them, and all works forming part thereof, are hereinafter called "the said works".

2. TO HAVE AND TO HOLD unto the Grantee from and after the date hereof as appurtenant to the public streets and lanes abutting on the said lands, forever.

3. PROVIDED that nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise, to construct, instal or maintain the said works or any of them, or any public work or utility whatsoever on the said lands or any portion thereof.

4. The Grantor covenants and agrees with the Grantee that the Grantor will not, while at any time otherwise having the right so to do, maintain any embankment or fill or any building or structure of any kind whatsoever which shall occupy, and will not erect any embankment or fill or any building or structure of any kind which shall occupy, any portion of the said easement area, including the subsoil thereof, other than a boundary fence, and that in the event of the maintenance or erection of any such embankment or fill or any such building or structure as aforesaid, and the neglect of the Grantor to remove the same within thirty (30) days after receipt of notice in writing from the Grantee requiring such removal, the Grantee, in addition to any other right or remedy secured to the Grantee by these presents or otherwise, shall have the right, liberty and easement to do all things necessary to remove the same without any liability for damage; and the Grantor shall forthwith pay to the Grantee all costs, charges and expenses to which the Grantee may be put by reason of such removal, which costs, charges and expenses shall be and remain at all times charged upon and against the said lands.

5. It is hereby understood, covenanted and agreed that the covenants herein contained shall be covenants running with the said lands and with public streets and lanes abutting upon the said lands, and that none of the covenants herein contained shall be personal or binding upon the parties hereto save and except during the Grantor's seizin of or ownership of any interest in the said easement area, and with respect

only to that portion of the said easement area of which the Grantor shall be seized or in which he shall have an interest; but that the said lands shall, nevertheless, be and remain at all times charged therewith.

6. The Grantor doth hereby release and forever discharge the Grantee from and against all manner of actions, causes of action, suits and demands whatsoever at law or in equity which the Grantor may at any time have by reason of the laying, construction, repair, renewal, maintenance, inspection or removal of the said works, or any of them, or any portion thereof.

7. Save as aforesaid, nothing in this indenture shall be interpreted so as to restrict or prevent the Grantor from using the said easement area in any manner which shall not interfere with the security or efficient functioning of or unobstructed access to the said works.

8. These presents shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

9. Words herein importing the singular number, or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, whenever the context so requires.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal, and the Grantee
City of Vancouver, B.C. 2024-462 - Page 415 of 668

- 5 -

presents to be sealed with the Seal of the City of Vancouver and signed by the Mayor and City Clerk on the day and year first above written.

SEALED with the Seal of THE
ROYAL TRUST COMPANY in the presence of:

SIGNED, SEALED and DELIVERED
in the presence of:

[Signature]
FOR MANAGER VANCOUVER BRANCH

[Signature]
FOR SECRETARY VANCOUVER BRANCH

SEALED with the Seal of the)
CITY OF VANCOUVER and Signed)
by:

[Signature]
Mayor

[Signature]
City Clerk

Approved as to form.
Corporation Council

ACKNOWLEDGMENT OF MAKER

I HEREBY CERTIFY that, on the day of
19 , in the City of Vancouver, Province of Brit-
ish Columbia,
(whose identity has been proved by the evidence on oath
of , who is)
personally known to me, appeared before me and acknowledged
to me that the person mentioned in the annexed
Instrument as maker thereof, and whose name sub-
scribed thereto as part , that know the contents
thereof, and that executed the same voluntarily, and
of the full age of twenty-one years.

IN TESTIMONY whereof I have hereto set
my Hand and Seal of Office, at
Vancouver, in the Province of
British Columbia, this
day of in the year
of Our City of Vancouver, 1924
Hundred and

PLAN OF A PORTION OF LOT 3, BLOCK 900, DISTRICT LOT 526,
GROUP ONE, NEW WESTMINSTER DISTRICT, PLAN 11764.

FOR EASEMENT PURPOSES.

SCALE: 1 INCH = 20 FEET



CERTIFIED CORRECT ACCORDING TO
LAND REGISTRY OFFICE RECORDS.

Atkins
AUGUST 11TH, 1964

B.C.L.S.

Date June 25, 1978

Declared Value \$10,000

Nature of Interest

Easement

Disposn. of C/T

Please Merge

Tax Cert.

As Solicitor/Agent

Applicant
 (P.I. MYSKE)
 LADNER DOWNS,
 P. O. Box 10021
 700 W. Georgia St.
 Vancouver 1, B. C.
 (687-5744)

THIS INDENTURE made as of the 15th day of June, 1978.

BETWEEN:

MARATHON REALTY COMPANY LIMITED.,
 a body corporate, having an office
 in the Province of British Columbia
 at 21st Floor, 200 Granville Street,
 in the City of Vancouver, in the
 Province of British Columbia,
 (Extra Provincial Incorporation
 No. 6861A)

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

THE OWNERS, STRATA PLAN NO. VR 366
 a corporation subsisting under the
 Strata Title Act, S.B.C. 1974, Ch. 89,
 as amended, on behalf of the strata lot
 owners thereof,

(hereinafter called the "Grantee")

OF THE SECOND PART

FORM G. LAND REGISTRY ACT
 (SECTION 50)
 MEMORANDUM OF REGISTRATION
 REGISTERED

JUL 12 1978

on application received at the time
 written or stamped on the application
 RCH, REGISTRAR
 VANCOUVER LAND REGISTRATION DISTRICT

WHEREAS:

A. The Grantor is the registered owner of an estate
 in fee simple of all and singular that certain parcel or
 tract of land and premises situate, lying and being in the
 City of Vancouver, in the Province of British Columbia and
 being more particularly known and described as:

Lot 1
 Block 901
 District Lot 526
 Plan 16502

(hereinafter called the "Servient Lands")

B. The Grantee as a Strata Corporation is charged
 with the management and control of the common property of
 the Strata Corporation being all and singular that certain

PLAN REFERRED TO HEREIN
 PRESERVED AND HELD UNDER
 DOCUMENT NUMBER 43600

VANCOUVER
 "L.R.O."
 AMOUNT PAID

- and lines and other utilities including one or more underground pipes, wires or other conduits, whether or not encased by concrete or other protective material, and cables with all necessary attachments and fittings, and above-ground or underground transformers, and one or more underground pipe lines of whatsoever kinds or dimensions with necessary and proper above-ground or underground valves, meters, and other appliances and fittings and devices for controlling corrosion, all for use in connection with such pipe line or lines for the transmission and distribution of electric energy, gas, water, fuel oil or other liquid fuels, and for all communication purposes and for the purposes of supplying, carrying, transporting or providing or removing water, light, heat, electricity, gas, fuel, storm and sanitary sewage or any other services and or materials to or from the Dominant Lands; or
- (b) to pass and repass over the Easement Area and those portions of the Servient Lands reasonably required for access to the Easement Area for the purpose of ingress and egress for any of the purposes mentioned in this paragraph 1 hereof;
 - (c) generally to do all acts necessary or incidental to the purposes set out in this paragraph 1.

TO HAVE AND TO HOLD the Easement Area as an easement appurtenant to the Dominant Lands forever, subject only to the provisos, terms and conditions herein contained.

2. PROVIDED ALWAYS that the Grantee and its servants, agents, tenants, invitees and licencees shall only use the Easement Area for the purposes set out in paragraph 1 hereof and without restricting the generality of the foregoing, the

ROB

Grantee and its servants, agents, tenants, invitees and licencees shall not:

- (a) use or permit the Easement Area to be used for the purpose of parking or storing any kind of vehicle equipment or other moveable property;
- (b) obstruct or interfere or permit any person claiming under it to obstruct or interfere unnecessarily with the use of the Easement Area by the Grantor, its servants, agents, tenants, invitees and licencees and others having like rights over the Easement Area;
- (c) enter upon, go, return, pass and repass by vehicle upon any part of the Easement Area except those portions of the Easement Area that are, from time to time, designated, constructed or reserved for road or that are generally used for the purposes of vehicular access and egress.

3. NOTWITHSTANDING the rights and easements hereinbefore granted, THERE IS HEREBY RESERVED TO THE GRANTOR and the owner or owners for the time being of the Servient Lands the right, subject to the restrictions and limitations hereinafter set forth at all times and hereafter and from time to time:

- (a) to grant easements or rights of way in, over, under or through the Easement Area for any purpose provided that no such easement or right of way shall have the effect of prohibiting the use of the Easement Area for the purposes contained in paragraph 1 hereof.

4. The grant of the easements herein contained shall include the grant to the Grantee of the right to keep and maintain all facilities installed in the Easement Area in a condition satisfactory to permit their use in accordance

LOB

with the tenor of this Indenture including the right to enter on to the Easement Area and any portion of the Servient Lands reasonably required for that purpose by the Grantee and to repair, replace, or otherwise deal with any of the said facilities so as to make the Easement Area suitable for the use of the Grantee. In exercising this right the Grantee shall use its best efforts to cause as little interference with the use and enjoyment of the Servient Lands as possible and shall repair all damage done by it to the Servient Lands.

5. If the Dominant Lands or the Servient Lands or either of them is subdivided, either wholly or in part, at any time, either under the provisions of the Land Registry Act or of the Strata Titles Act, as amended from time to time, or of other similar legislation enacted from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, both:

- (a) the benefit of the easements hereinbefore granted shall be annexed to each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and shall continue to be annexed to the remainder, if any, of the lands subdivided; and
- (b) the burden of each of the easements hereinbefore granted shall continue to be attached to and charge each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and the remainder, if any, of the lands subdivided,

and no consent of the Grantee or the owner or owners for the time being of Dominant Lands to any such subdivision shall be required, but nevertheless, without restricting the generality of the foregoing, the Grantee hereby covenants and agrees to and with the Grantor that the Grantee will execute and deliver in registrable form any and all documents and plans and that it will do all things which the Grantor

LDK

may reasonably request in order to give effect to this clause or to expediate or facilitate any subdivision or subdivisions from time to time of the Servient Lands or any part or parts thereof.

6. The right, liberty and easements herein granted by the Grantor to the Grantee shall be construed as being extended to and may be exercised by the Grantee and its successors and assigns, the owners and occupiers for the time being of the Dominant Lands and every part into which the Dominant Lands may be subdivided and its and their respective servants, agents, tenants, invitees, licencees, and all other persons with their express or implied permission, and the provisos, reservations, restrictions and limitations herein reserved to the Grantor shall be construed as referring to the Grantor and its successors and assigns, the owners and occupiers for the time being on the Servient Lands and every part into which the Servient Lands may be subdivided, and each of their respective servants, agents, tenants, invitees, licencees, and all other persons with their express or implied permission.

7. The easements granted by this Indenture shall be construed as running with the lands, and shall attach to and run with each and every part into which the Dominant Lands or any part thereof, may hereafter be subdivided, but no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by these presents, and the Grantor may fully use and enjoy the Easement Area subject only to the rights and restrictions herein provided.

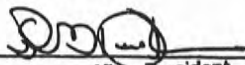
8. Wherever the singular number or the masculine, or neuter gender is used in this Indenture they shall be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Indenture

ADB

it shall be construed as being the singular, and vice versa,
where the context or the parties hereto so require.

IN WITNESS WHEREOF this Indenture has been duly
executed by the Grantor and the Grantee on the day and year
first above written.

The Common Seal of MARATHON
REALTY COMPANY LIMITED was
hereunto affixed in the
presence of:


WMM 

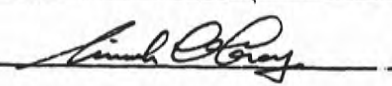
Vice-President
L. O'Brien

Assistant Secretary

(C/S)

The Common Seal of THE OWNERS,
STRATA PLAN NO. VR 368 was
hereunto affixed in the
presence of the undersigned
Members of the Council of
THE OWNERS, STRATA PLAN
NO. VR 368:





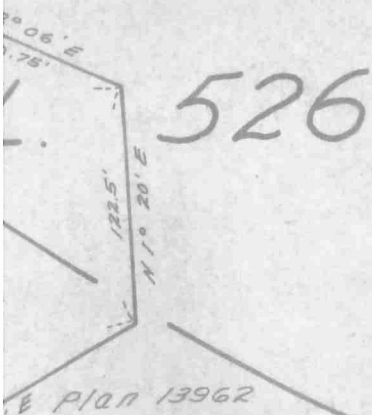
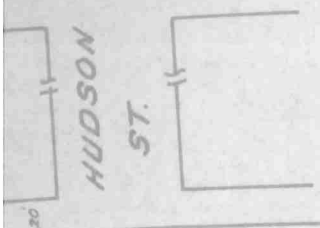
(C/S)

SCHEDULE "A"

Those portions of the Servient Lands being ALL AND SINGULAR that certain parcel or tract of land, situate, lying and being a portion of Lot 1, Block 901, District Lot 526, Group One, New Westminster District (Plan 16502), which may be more particularly described as follows:

COMMENCING at a point on the easterly boundary of the said Lot 1, being distant from the northeast corner of the said Lot 1 the following courses: S $1^{\circ} 20'$ W, along the said easterly boundary, 38.30 feet, to the beginning of curve; thence southeasterly, along the said easterly boundary, on a tangential circular curve to the left of radius 258.92 feet, an arc distance of 60.21 feet, to the point of commencement; thence S $26^{\circ} 21' 15''$ W, 21.62 feet; thence S $28^{\circ} 16' 27''$ E, 63.21 feet, more or less, to an intersection with the easterly boundary of the said Lot 1; thence northwesterly, along the said easterly boundary, on a circular curve to the left, having a radial bearing of S $80^{\circ} 07' 23''$ W, and a radius of 258.92 feet, an arc distance of 42.21 feet; thence N $28^{\circ} 16' 27''$ W, 17.05 feet; thence N $26^{\circ} 21' 15''$ E, 4.56 feet, more or less, to an intersection with the easterly boundary of the said Lot 1; thence northwesterly, along the said easterly boundary, on a circular curve to the right having a radial bearing of N $74^{\circ} 34' 24''$ E, and a radius of 258.92 feet, an arc distance 15.53 feet, more or less, to the point of commencement; said portion of Lot containing 0.013 acres, more or less, by admeasurement and shown outlined in green on the Explanatory Plan prepared by F.B. Underhill, B.C.L.S. and certified correct on December 3rd, 1976, a print of which is attached hereto. ✓

LDB



BLOCK 903

EASEMENT AREA LOT 1 = 0.013 Ac.



STRATA PLAN VR 368

PLAN OF EASEMENT
LOT 1, BLOCK 901,
GROUP 1, NEW WESTM
(PLAN 1)

SCALE: 1 INCH =

"PLAN

Deposited in the Land Registry Office
at Vancouver, B.C. this day
of 19

REGISTRAR

PLAN OF EASEMENT OVER PORTION OF
LOT 1, BLOCK 901, DISTRICT LOT 526
GROUP 1, NEW WESTMINSTER DISTRICT
(PLAN 16502)

SCALE: 1 INCH - 100 FEET

STRATA PLAN VR 368

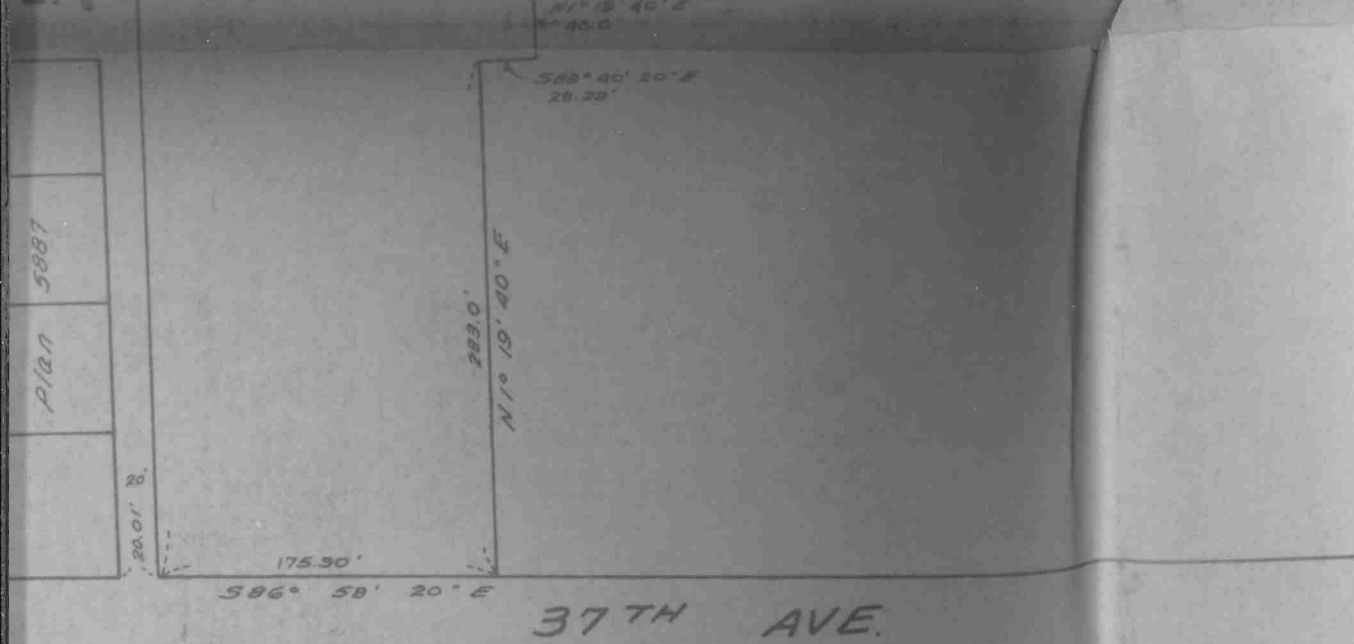
ENLARGEMENT

SCALE: 1 INCH- 30 FEET

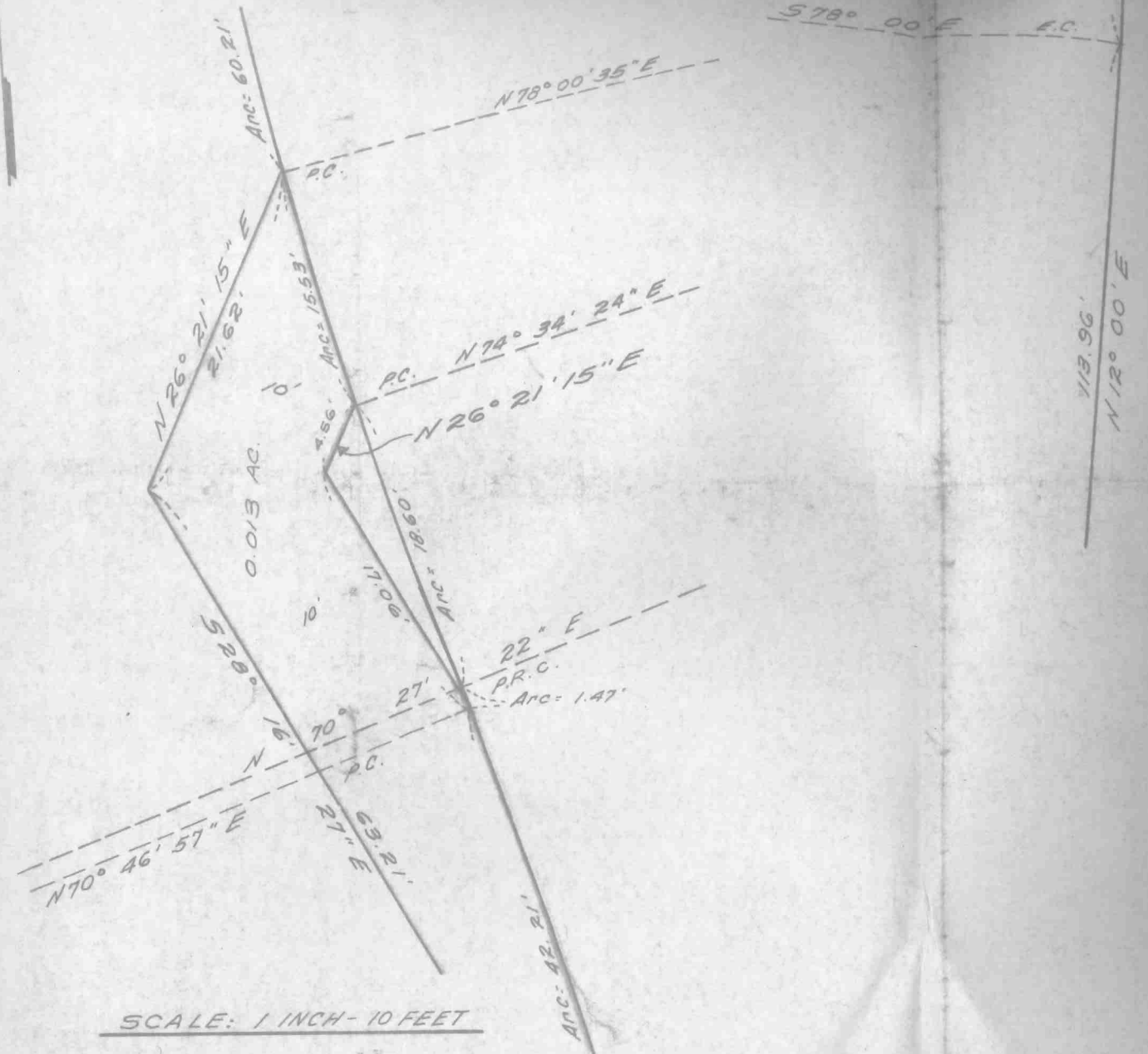
J-7667

FB. 505 P.80-93.

A-293-R



37TH AVE.



ENLARGED
SCALE: 1/4"

and derived from

the Greater
District

Certified Correct according to Land Registry
Office Records:

F. B. Underhill

B.C.L.S.

December 31st, 1976

20.01'

175.90'

N

37TH AVE.

2 of 1

Date June 28, 1978 Nature of Interest EASEMENT
 Declared Value 10.00 Disposn. of C/T N/A.
 Applicant DR. MYOSKE Please Merge N/A 43601
LADNER DOWNS, Tax Cert. N/A
P. O. Box 10021 As Solicitor/Agent
700 W. Georgia St.
Vancouver 1, B. C.
(687-5744)

THIS INDENTURE made as of the 15th day of June, 1978.

BETWEEN:

MARATHON REALTY COMPANY LIMITED.,
 a body corporate, having an office
 in the Province of British Columbia
 at 21st Floor, 200 Granville Street,
 in the City of Vancouver, in the
 Province of British Columbia,
 (Extra Provincial Incorporation
 No. 6861A)

(hereinafter called the "Grantor")

FORM G. LAND REGISTRY ACT
 (SECTION 50)
 MEMORANDUM OF REGISTRATION
 REGISTERED

JUL 13 1978

on application received
 written or stamped on the at
 D. H. STURCH, REGISTRAR
 VANCOUVER LAND REGISTRATION DISTRICT

OF THE FIRST PART

AND:

THE OWNERS, STRATA PLAN NO. VR 368
 a corporation subsisting under the
 Strata Title Act, S.B.C. 1974, Ch. 89,
 as amended, on behalf of the strata lot
 owners thereof,

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner of an estate
 in fee simple of all and singular that certain parcel or
 tract of land and premises situate, lying and being in the
 City of Vancouver, in the Province of British Columbia and
 being more particularly known and described as:

Lot 1
 Block 901
 District Lot 526
 Plan 16502

PLAN REFERRED TO HEREIN
 PRESERVED AND HELD UNDER
 DOCUMENT NUMBER F 43601

(hereinafter called the "Servient Lands")

B. The Grantee as a Strata Corporation is charged
 with the management and control of the common property of
 the Strata Corporation being all and singular that certain

"879 38" 1000

VAN
 "L.R.C.
 AMOLIN

parcel or tract of land and premises situate lying and being in the City of Vancouver, in the Province of British Columbia more particularly known and described as:

The Common Property Strata Plan No. VR 368
~~Block 22 District 1 Lot 526 Plan 16502~~
(hereinafter called the "Dominant Lands")

C. The Grantor wishes to grant an easement for the purposes herein contained over the portions of the Servient Lands more particularly described in Schedule "A" hereto (the "Easement Area") for the benefit of the Dominant Lands;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises, of the mutual grants and covenants herein contained, the due execution of these presents by the parties hereto, and other good and valuable consideration, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. The Grantor as owner of the Servient Lands does hereby grant, convey and confirm unto the Grantee as owner of the Dominant Lands, for the benefit of the Dominant Lands and to be appurtenant to the Dominant Lands, for the use and enjoyment of the Grantee and its servants, agents, tenants, invitees and licencees and the owner or owners of all or any part of the Dominant Lands from time to time in common with the Grantor as owner of the Servient Lands and its servants, agents, tenants, invitees and licencees, and the owner or owners for the time being of all or any part of the Servient Lands the full, free and uninterrupted right, licence, liberty, easement, privilege and permission at all times and from time to time:

- (a) to excavate for, install, operate, maintain, remove and replace (with conduits, cables or pipe of the initial or any other size) upon and within the Easement Area water meters and water pipes

LDB

- and lines and other utilities including one or more underground pipes, wires or other conduits, whether or not encased by concrete or other protective material, and cables with all necessary attachments and fittings, and above-ground or underground transformers, and one or more underground pipe lines of whatsoever kinds or dimensions with necessary and proper above-ground or underground valves, meters, and other appliances and fittings and devices for controlling corrosion, all for use in connection with such pipe line or lines for the transmission and distribution of electric energy, gas, water, fuel oil or other liquid fuels, and for all communication purposes and for the purposes of supplying, carrying, transporting or providing or removing water, light, heat, electricity, gas, fuel, storm and sanitary sewage or any other services and or materials to or from the Dominant Lands; or
- (b) to pass and repass over the Easement Area and those portions of the Servient Lands reasonably required for access to the Easement Area for the purpose of ingress and egress for any of the purposes mentioned in this paragraph 1 hereof;
 - (c) generally to do all acts necessary or incidental to the purposes set out in this paragraph 1.

TO HAVE AND TO HOLD the Easement Area as an easement appurtenant to the Dominant Lands forever, subject only to the provisos, terms and conditions herein contained.

2. PROVIDED ALWAYS that the Grantee and its servants, agents, tenants, invitees and licencees shall only use the Easement Area for the purposes set out in paragraph 1 hereof and without restricting the generality of the foregoing, the

ADB

Grantee and its servants, agents, tenants, invitees and licencees shall not:

- (a) use or permit the Easement Area to be used for the purpose of parking or storing any kind of vehicle equipment or other moveable property;
- (b) obstruct or interfere or permit any person claiming under it to obstruct or interfere unnecessarily with the use of the Easement Area by the Grantor, its servants, agents, tenants, invitees and licencees and others having like rights over the Easement Area;
- (c) enter upon, go, return, pass and repass by vehicle upon any part of the Easement Area except those portions of the Easement Area that are, from time to time, designated, constructed or reserved for road or that are generally used for the purposes of vehicular access and egress.

3. NOTWITHSTANDING the rights and easements hereinbefore granted, THERE IS HEREBY RESERVED TO THE GRANTOR and the owner or owners for the time being of the Servient Lands the right, subject to the restrictions and limitations hereinafter set forth at all times and hereafter and from time to time:

- (a) to grant easements or rights of way in, over, under or through the Easement Area for any purpose provided that no such easement or right of way shall have the effect of prohibiting the use of the Easement Area for the purposes contained in paragraph 1 hereof.

4. The grant of the easements herein contained shall include the grant to the Grantee of the right to keep and maintain all facilities installed in the Easement Area in a condition satisfactory to permit their use in accordance

APB

43601

with the tenor of this Indenture including the right to enter on to the Easement Area and any portion of the Servient Lands reasonably required for that purpose by the Grantee and to repair, replace, or otherwise deal with any of the said facilities so as to make the Easement Area suitable for the use of the Grantee. In exercising this right the Grantee shall use its best efforts to cause as little interference with the use and enjoyment of the Servient Lands as possible and shall repair all damage done by it to the Servient Lands.

5. If the Dominant Lands or the Servient Lands or either of them is subdivided, either wholly or in part, at any time, either under the provisions of the Land Registry Act or of the Strata Titles Act, as amended from time to time, or of other similar legislation enacted from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, both:
 - (a) the benefit of the easements hereinbefore granted shall be annexed to each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and shall continue to be annexed to the remainder, if any, of the lands subdivided; and
 - (b) the burden of each of the easements hereinbefore granted shall continue to be attached to and charge each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and the remainder, if any, of the lands subdivided,
 and no consent of the Grantee or the owner or owners for the time being of Dominant Lands to any such subdivision shall be required, but nevertheless, without restricting the generality of the foregoing, the Grantee hereby covenants and agrees to and with the Grantor that the Grantee will execute and deliver in registrable form any and all documents and plans and that it will do all things which the Grantor

ADB

may reasonably request in order to give effect to this clause or to expediate or facilitate any subdivision or subdivisions from time to time of the Servient Lands or any part or parts thereof.

6. The right, liberty and easements herein granted by the Grantor to the Grantee shall be construed as being extended to and may be exercised by the Grantee and its successors and assigns, the owners and occupiers for the time being of the Dominant Lands and every part into which the Dominant Lands may be subdivided and its and their respective servants, agents, tenants, invitees, licencees, and all other persons with their express or implied permission, and the provisos, reservations, restrictions and limitations herein reserved to the Grantor shall be construed as referring to the Grantor and its successors and assigns, the owners and occupiers for the time being on the Servient Lands and every part into which the Servient Lands may be subdivided, and each of their respective servants, agents, tenants, invitees, licencees, and all other persons with their express or implied permission.

7. The easements granted by this Indenture shall be construed as running with the lands, and shall attach to and run with each and every part into which the Dominant Lands or any part thereof, may hereafter be subdivided, but no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by these presents, and the Grantor may fully use and enjoy the Easement Area subject only to the rights and restrictions herein provided.

8. Wherever the singular number or the masculine, or neuter gender is used in this Indenture they shall be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Indenture

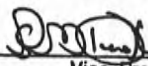
LDB


43601

it shall be construed as being the singular, and vice versa,
where the context or the parties hereto so require.

IN WITNESS WHEREOF this Indenture has been duly executed
by the Grantor and the Grantee on the day and year first above
written.

The Common Seal of MARATHON
REALTY COMPANY LIMITED was
hereunto affixed in the
presence of:


RM 

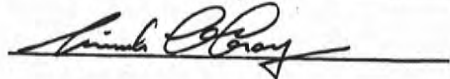
Vice-President


Assistant Secretary

(C/S)

The Common Seal of THE OWNERS,
STRATA PLAN NO. VR.368 was
hereunto affixed in the
presence of the undersigned
Members of the Council of
THE OWNERS, STRATA PLAN NO.
VR.368:





(C/S)

SCHEDULE "A"

Those portions of the Servient Lands being FIRSTLY
ALL AND SINGULAR that certain parcel or tract of land,
situate, lying and being a portion of Lot 1, Block 901,
District Lot 526, Group One, New Westminster District (Plan
16502), which may be more particularly described as follows:

COMMENCING at a point on the northerly boundary of
the said Lot 1, distant N 86° 42' 20" W, 29.98
feet, from the northeast corner thereof; thence N
86° 42' 20" W, along the said northerly boundary,
10.00 feet; thence S 4° 19' 17" W, 19.91 feet;
thence S 85° 40' 43" E, 10.00 feet; thence N 4°
19' 17" E, 20.09 feet, more or less, to the point
of commencement: said portion of Lot 1 containing
0.005 acres, more or less, by admeasurement and
shown outlined in red on the Explanatory Plan
prepared by F.B. Underhill, B.C.L.S. and certified
correct on December 31, 1976 a print of which is
attached hereto.

SECONDLY ALL AND SINGULAR that certain parcel or
tract of land, situate, lying and being a portion
of Lot 1, Block 901, District Lot 526, Group One,
New Westminster District (Plan 16502), which may
be more particularly described as follows:

COMMENCING at a point being distant from the
northeast corner of the said Lot 1 the following
courses: N 86° 42' 20" W, along the northerly
boundary of the said Lot 1, 39.98 feet; thence S
4° 19' 17" W, 19.91 feet, to the point of commence-
ment; thence S 85° 40' 43" E, 10.00 feet; thence S
4° 19' 17" W, 22.34 feet; thence S 42° 07' 03" E,
51.38 feet, more or less, to an inter-section with
the easterly boundary of the said Lot 1; thence
southeasterly along the said easterly boundary, on
a circular curve to the left, having a radial
bearing of N 82° 22' 02" E, and a radius of 258.92
feet, an arc distance of 20.05 feet; thence S 2°
06' 57" W, 184.54 feet; thence N 83° 21' 52" E,
23.55 feet, more or less, to an intersection with
the easterly boundary of the said Lot 1; thence S
12° 00' W, along the said easterly boundary, 10.56
feet; thence S 83° 21' 52" W, 31.83 feet; thence
N 2° 06' 57" E, 207.47 feet; thence N 42° 07' 03"
W, 57.58 feet; thence N 4° 19' 17" E, 26.64 feet,
more or less, to the point of commencement: said
portion of Lot 1 containing 0.071 acres, more or
less, by admeasurement and shown outlined in red
on the Explanatory Plan prepared by F.B. Underhill,
B.C.L.S. and certified correct on December 31,
1976 a print of which is attached hereto.

LOB

OWNER	DESCRIPTION	AREA
PRIVATE OWNERSHIP	LOT 1, BLOCK 901, D.L. 526, G.P.L.M.D. PL. 16502	0.005 AC.

BOOK OF REFERENCE

SCALE: 1 INCH = 100 FEET

D.L. 526

BLOCK 903
Plan 13962



ENLARGEMENT

SCALE: 1 INCH = 20 FEET

Certified Correct according to Land Registry
Office Records:

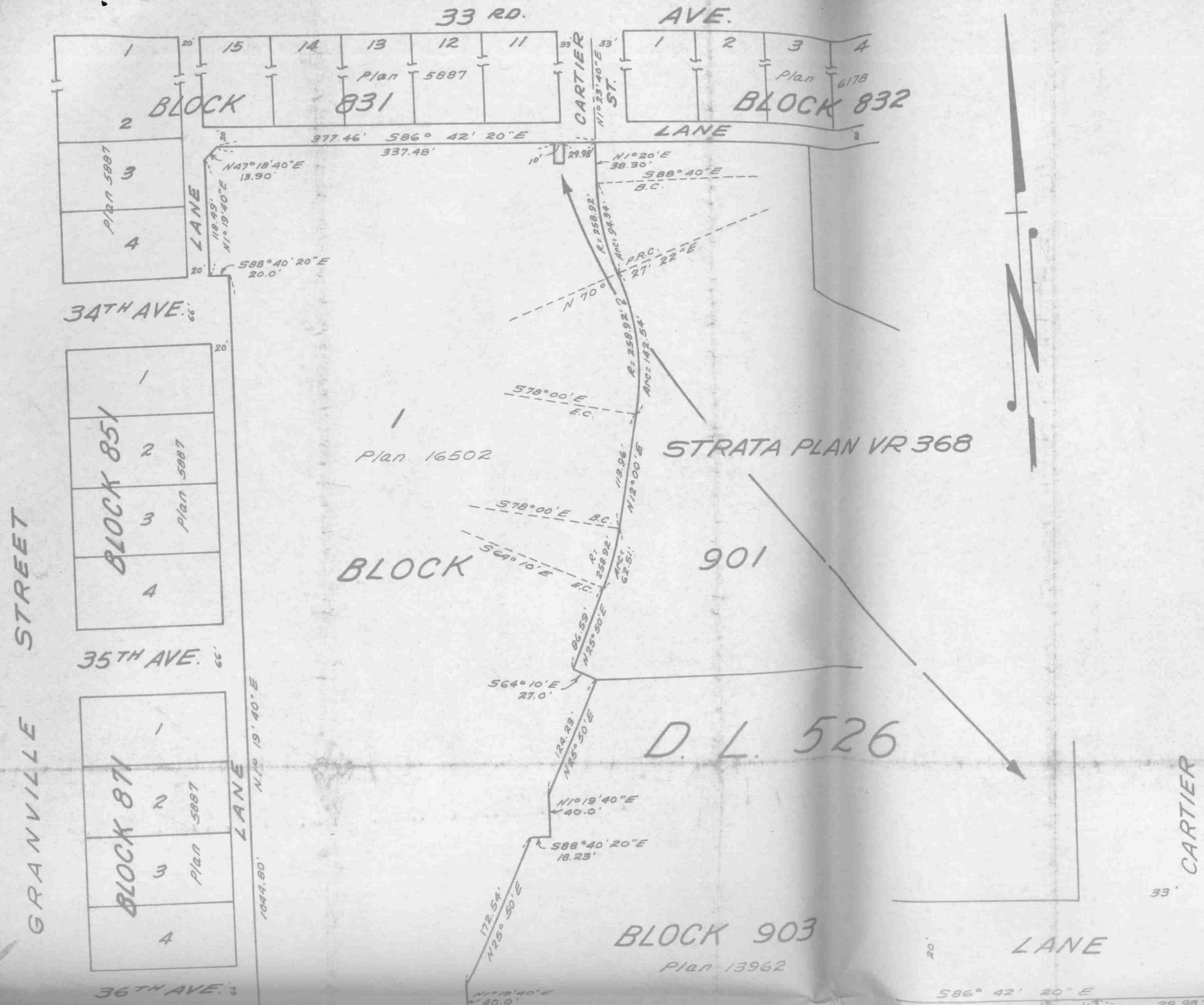
F.B. Lindholm

B.C.L.S.

December 31st, 1976

FB 505 P 60-93

J-7667



PLAN OF RIGHT
AND EASEMENT OVER
OF LOT 1, BLOCK 901, DIS
GROUP 1, NEW WESTMIN
(PLAN 16502)

SCALE: 1 INCH = 100'

BOOK OF REFERENCE

OWNER	DESCRIPTION
PRIVATE OWNERSHIP	LOT 1, BLOCK 901, D.L. 526, G

"PLAN"

Deposited in the Land Registry Office
at Vancouver, B.C. this day
of 19

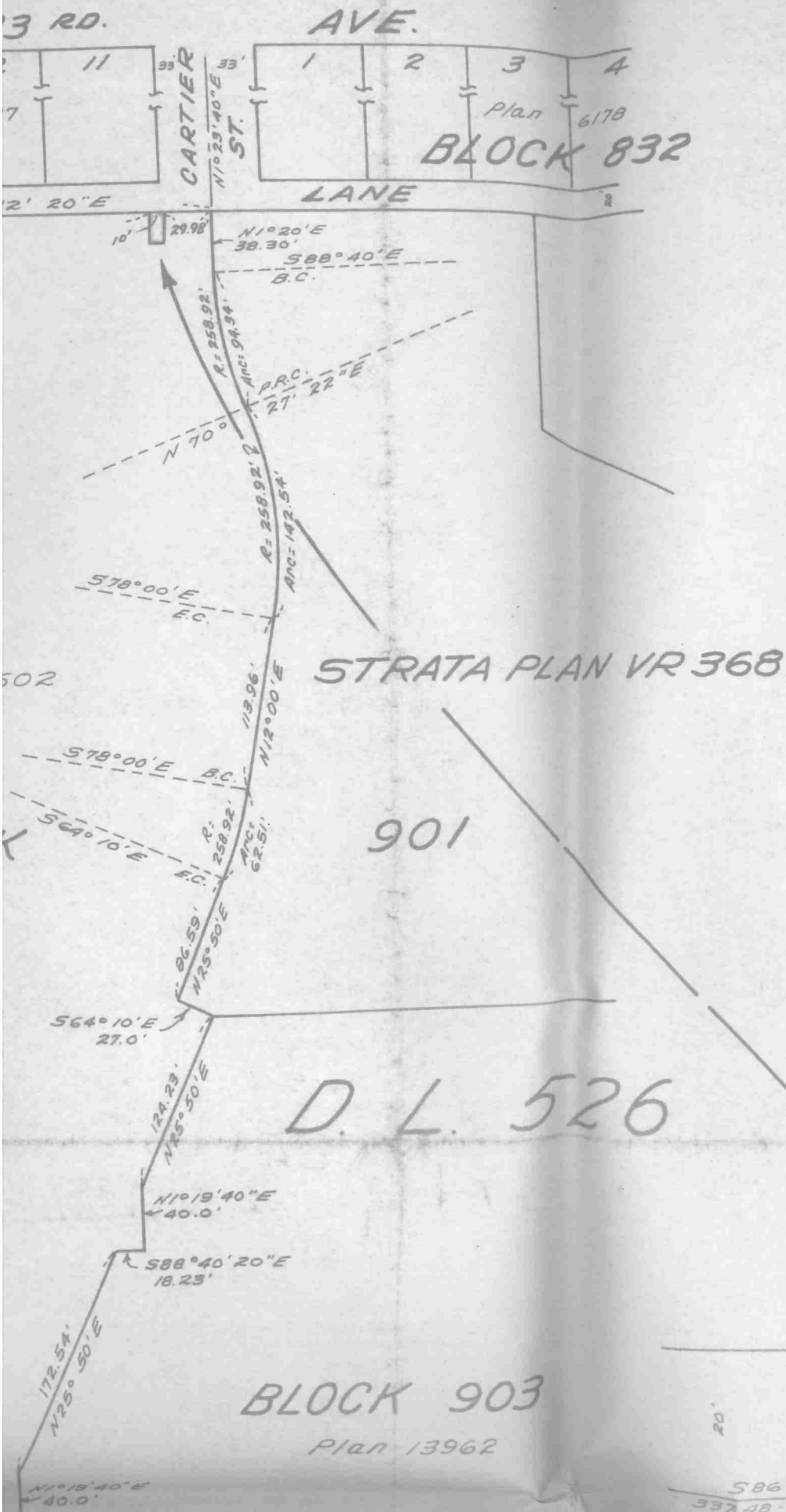
REGISTRAR

PLAN OF RIGHT OF WAY
AND EASEMENT OVER PORTION
OF LOT 1, BLOCK 901, DISTRICT LOT 526
GROUP 1, NEW WESTMINSTER DISTRICT
(PLAN 16502)

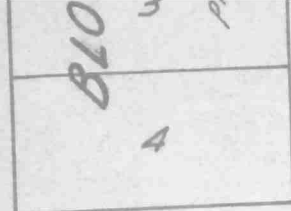
SCALE: 1 INCH - 100 FEET

BOOK OF REFERENCE

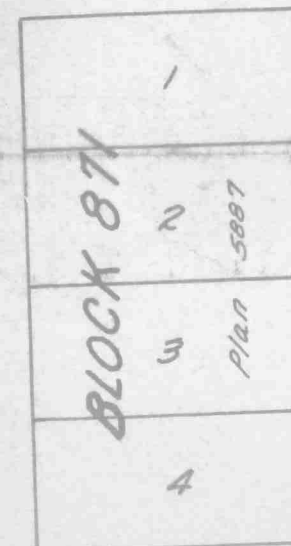
OWNER	DESCRIPTION	AREA
PRIVATE OWNERSHIP	LOT 1, BLOCK 901, D.L. 526, G.P.I., N.W.D. PL. 16502	0.005 AC.



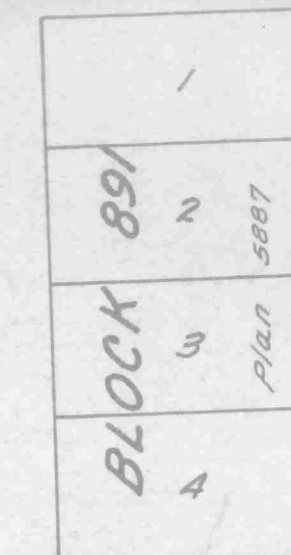
GRANVILLE STREET



35TH AVE.



36TH AVE.



LANE
N 19° 40' E
1044.80'

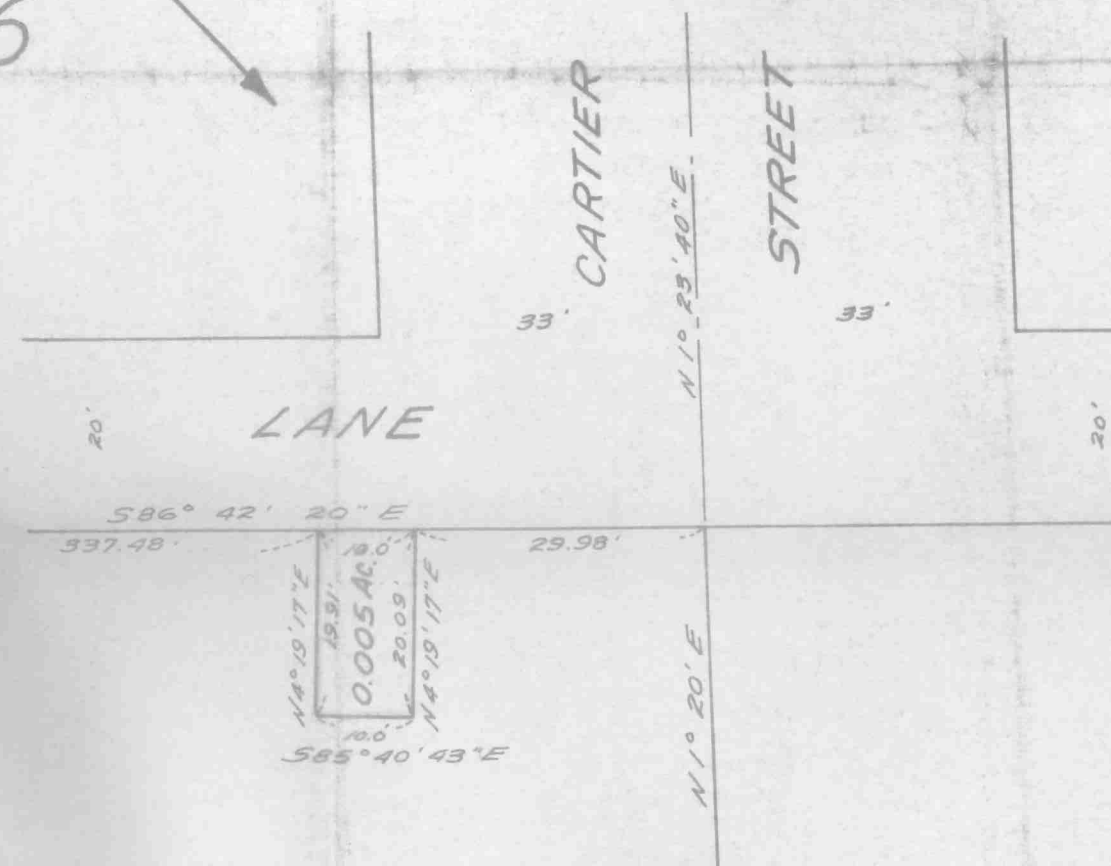
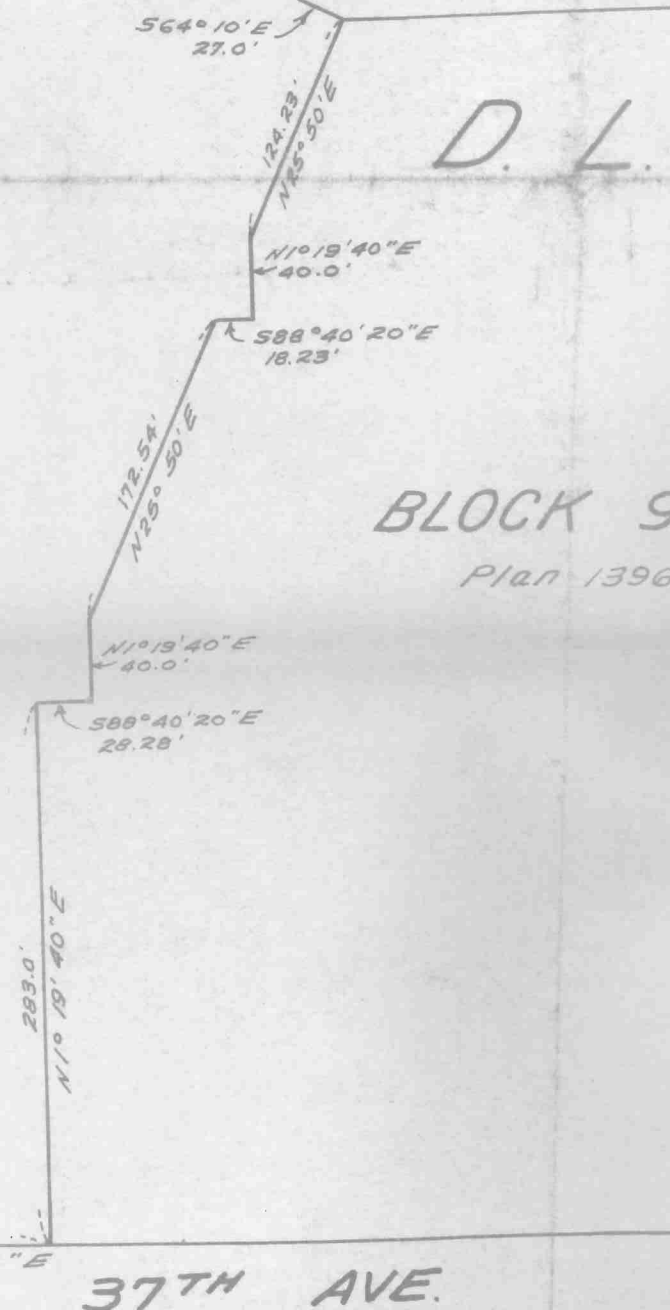
BLOCK

901

D.L. 526

BLOCK 903

Plan 13962



ENLARGEMENT

SCALE: 1 INCH = 20 FEET

BOOK OF REFERENCE

OWNER	DESCRIPTION
PRIVATE OWNERSHIP	LOT 1, BLOCK 901, D.L. 526

Bearings Astronomic and derived from Plan 16502

Certified Correct according to Land Registry Office Records:

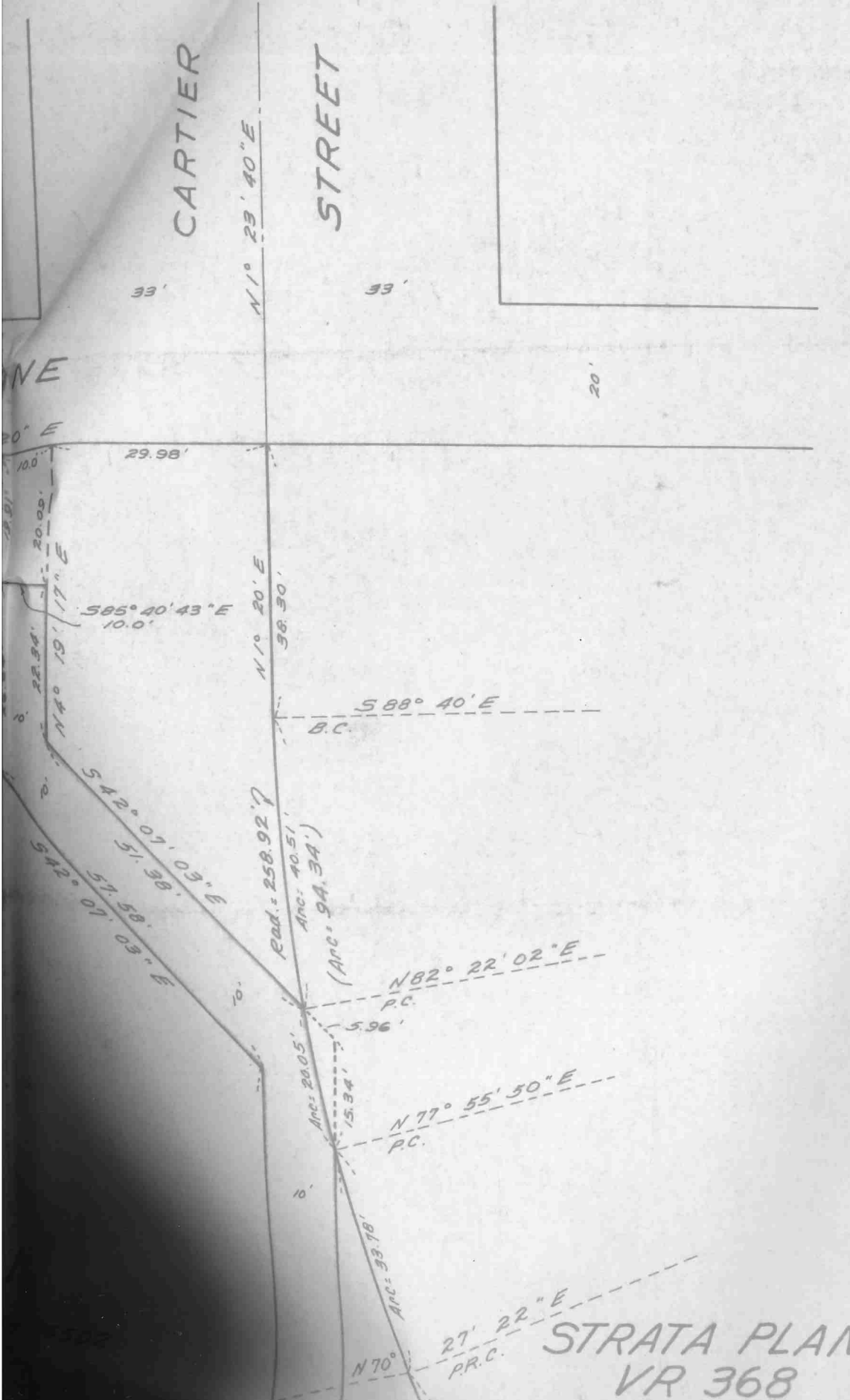
This plan lies within the Greater Vancouver Regional District

Underhill & Underhill
Engineers & Surveyors
Vancouver, B.C.

J. B. Underhill

B.C.L.S.

December 31st, 1976



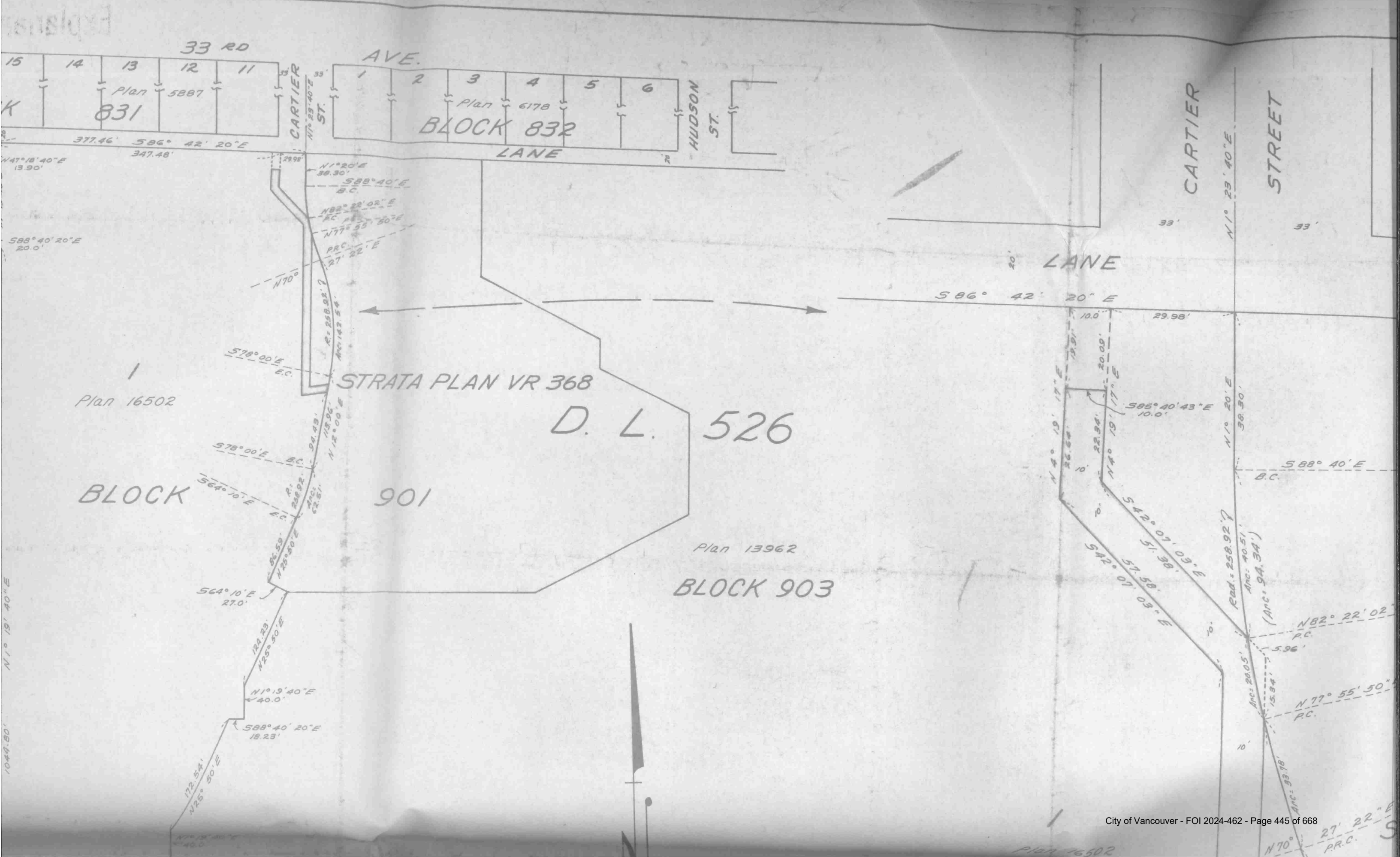
Explanatory Plan "PLAN" 13939

Deposited in the Land Registry Office
 at Vancouver, B.C. this day
 of 19

REGISTRAR

PLAN OF EASEMENT OVER PORTION OF LOT 1, BLOCK 901, DISTRICT LOT 526 GROUP 1, NEW WESTMINSTER DISTRICT (PLAN 16502)

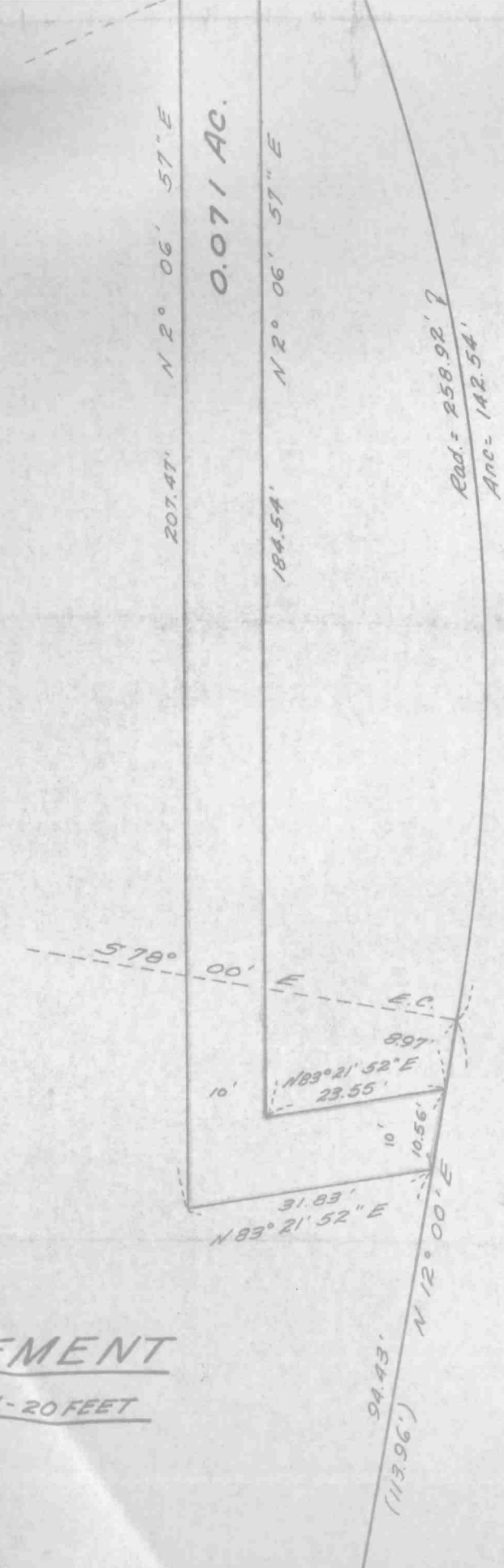
SCALE: 1 INCH - 100 FEET

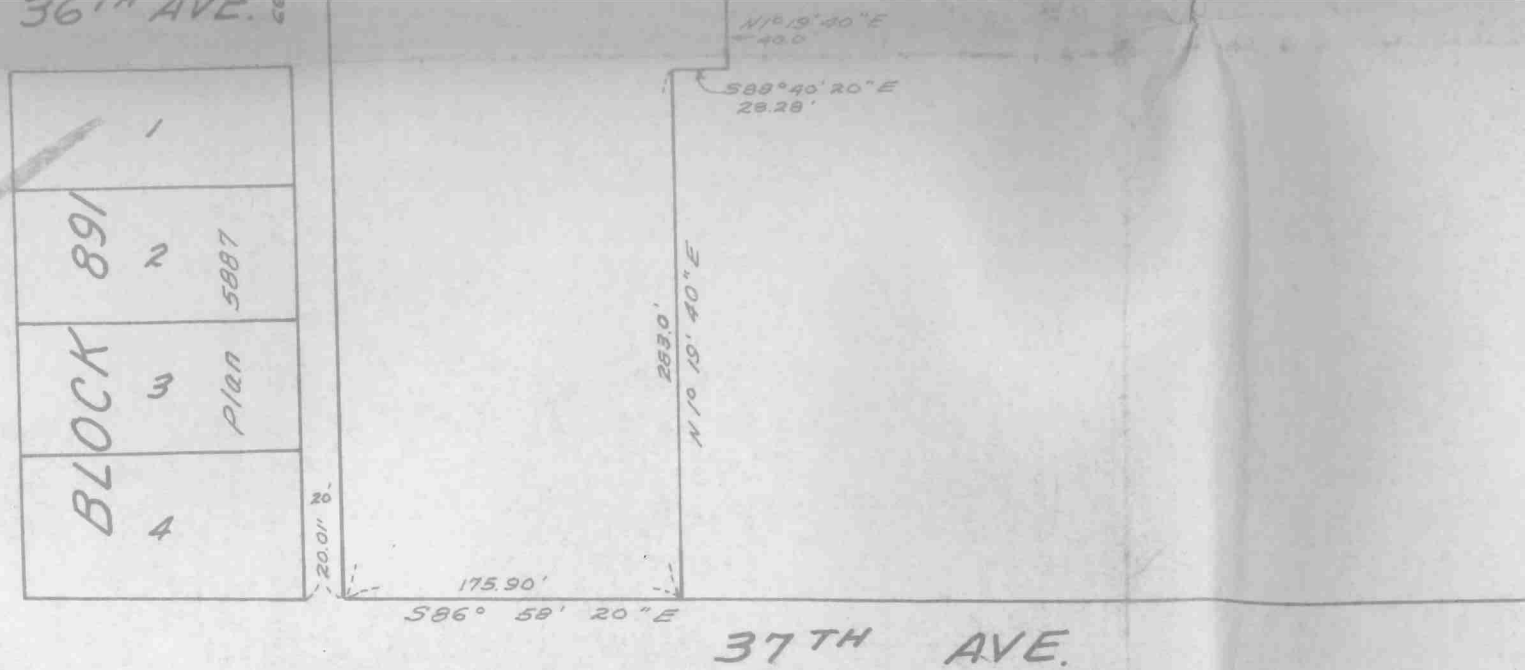


Read Connect according to Land Registry
Records:

F. B. Underhill. B.C.L.S.
November 31st, 1976

ENLARGEMENT
SCALE: 1 INCH = 20 FEET





Bearings Astronomic and derived
from Plan 16502

This plan lies within the Greater
Vancouver Regional District

Underhill & Underhill
Engineers & Surveyors
Vancouver, B.C.

Certified Correct according to Land Registry
Office Records:

F. B. Underhill.

B.C.L.S.

December 31st, 1976

A-294 RI

June 28, 1978.

43604
43604

Nature of Interest: Easement

Declared Value: ~~Nominal~~ \$10.00

Full Name, postal address and telephone number of person presenting instrument for registration:

~~D.I. MYSKE~~
~~D.B. McIntyre~~
Ladner Downs,
2100 - 700 West Georgia Street,
Vancouver, B.C.
#687-5744

[Signature]
Solicitor for Grantee

THIS INDENTURE made the 15th day of June, 1978,

BETWEEN:

THE OWNERS, STRATA PLAN NO. VR 368,
a corporation subsisting under the
Strata Titles Act, S.B.C. 1974,
Ch. 89, as amended, on behalf of
the Strata lot owners thereof,

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

MARATHON REALTY COMPANY LIMITED, a
body corporate having an office in
the Province at 21st Floor, 200
Granville Street, in the City of
Vancouver, in the Province of
British Columbia,
(Extra-Provincial Incorporation No. 6861A)

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor as a Strata Corporation is charged
with the management and control of the common property of
the Strata Corporation being all and singular that certain
parcel or tract of land and premises situate, lying and
being in the City of Vancouver, in the Province of British
Columbia and being more particularly known and described as
The Common Property Strata Plan No. VR 368 ~~(affix to 2x2 block~~
~~20x20 block lot 20x20 block lot 20x20 block lot 20x20 block~~ (hereinafter called the
"Servient Lands") and has been directed by the owners of the
strata lots to grant the within easement.

VR368

WR
28/6/78

Plan

5-00
xx

For
CONSENT
see

DEF 44356

28

[Stamp]
2010

[Handwritten] PLAN 1394

[Signature] LOB

PLAN REFERRED TO HEREIN
PRESERVED AND HELD UNDER
DOCUMENT NUMBER F 43604

The Grantee is the registered owner of an estate in fee simple of all and singular those certain parcels or tracts of land and premises situate, lying and being in the City of Vancouver in the Province of British Columbia more particularly known and described as:

Lot 1,
Block 901,
District Lot 526,
Plan 16502

(hereinafter called the "Dominant Lands")

B. The Grantor wishes to grant an easement for the purposes herein contained over the portion or portions of the Servient Lands more particularly described in Schedule "A" hereto (the "Easement Area") for the benefit of the Dominant Lands;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises, of the mutual grants and covenants herein contained, the due execution of these presents by the parties hereto, and other good and valuable consideration, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. The Grantor as owner of the Servient Lands does hereby grant, convey and confirm unto the Grantee as owner of the Dominant Lands, for the benefit of the Dominant Lands and to be appurtenant to the Dominant Lands, for the use and enjoyment of the Grantee and its servants, agents, tenants, invitees and licencees and the owner or owners of all or any part of the Dominant Lands from time to time in common with the Grantor as owner of the Servient Lands and its servants, agents, tenants, invitees and licencees, and the owner or owners for the time being of all or any part of the Servient

LPS

Lands the full, free and uninterrupted right, licence, liberty, easement, privilege and permission at all times and from time to time to construct, use and maintain a road over the Easement Area and to go, enter, return, pass and repass by day and by night, on foot and with or without vehicles and with or without animals over and through the Easement Area for the purpose of ingress to and egress from the Dominant Lands. TO HAVE AND TO HOLD the Easement Area as an easement appurtenant to the Dominant Lands forever, subject only to the provisos, terms and conditions herein contained.

2. PROVIDED ALWAYS that the Grantee and its servants, agents, tenants, invitees and licencees shall only use the Easement Area for the purposes set out in paragraph 1 hereof and without restricting the generality of the foregoing, the Grantee and its servants, agents, tenants, invitees and licencees shall not:

- (a) use or permit the Easement Area except designated parking spaces in the Easement Area to be used for the purpose of parking or storing any kind of vehicle, equipment or other moveable property;
- (b) obstruct or interfere or permit any person claiming under it to obstruct or interfere unnecessarily with the use of the Easement Area by the Grantor, its servants, agents, tenants, invitees and licencees and others having like rights over the Easement Area;
- (c) enter upon, go, return, pass and repass by vehicle upon any part of the Easement Area except those portions of the Easement Area that are, from time to time, designated, constructed or reserved for road or that are generally used for the purposes of vehicular access and egress;
- (d) enter upon, go, return, pass, repass, and remain by foot upon any part of the Easement Area except those portions of the Easement Area that are, from

LOB

time to time, designated, constructed or reserved as sidewalks or footpaths or that are generally used by persons on foot; and

- (e) use any part of the Easement Area except in accordance with those rules and regulations in effect from time to time and governing, restricting or affecting the manner in which the Easement Area may be used or enjoyed.

3. NOTWITHSTANDING the rights and easements hereinbefore granted, THERE IS HEREBY RESERVED TO THE GRANTOR and the owner or owners for the time being of the Servient Lands the right, subject to the restrictions and limitations hereinafter set forth at all times and hereafter and from time to time:

- (a) to interrupt the use of the Easement Area after seven days' prior notice by a visible legible sign or signs posted in a conspicuous place or places upon or adjacent to the Easement Area (other than in the case of an emergency when no notice is required) for the purposes of:

- (i) construction, laying down, placing and maintaining water mains, sewers, storm sewers, drains, conduits, lines and pipes of every kind and description, together with all ancillary appliances and fittings for the purpose of conveying, draining, disposing, transmitting, transporting, containing, controlling, protecting and metering gas, water, sanitary sewage, storm sewage, liquid waste, electrical energy, communication service or any other service or thing that may be so transmitted, or any of them in, upon, over, under or through the Easement Area as the Grantor may require or may deem

LOB

expedient and altering, enlarging, extending, removing, repairing, renewing, maintaining, inspecting, and replacing the same as may be deemed necessary and expedient by the Grantor;

- (ii) constructing, maintaining, repairing or renewing roadways, driveways, parking areas and similar ways, in, upon, over or through the Easement Area, together with drains, curbs, traffic control signs and traffic islands, as the Grantor may require or may deem expedient; and
- (iii) constructing, maintaining, repairing or renewing such garden, park, recreation and landscape areas and facilities as the Grantor may require or deem desirable,

PROVIDED that such interruptions shall be for as short a time as is reasonably possible in the circumstances;

- (b) to grant easements or rights-of-way in, over, under or through the Easement Area for any purpose provided that no such easement or right-of-way shall have the effect of prohibiting the use of the Easement Area for the purpose of access to and egress from the Dominant Lands;
- (c) to erect and maintain a fence or other boundary and a gate or gates and gatehouses and guardhouses across or around or in the Easement Area at such point or points and at such place or places as the Grantor may, from time to time, determine, and to post a guard or other person at any such gatehouses or guardhouses for the purposes of regulating entry to the Dominant Lands or the Servient Lands as the Grantor may, from time to time, deem necessary or expedient, PROVIDED THAT such fence or other boundary or such gate or gates shall not be locked

LOB

or be so erected or maintained and the right of passage over the Easement Area shall not be so impeded or obstructed so as to impede or obstruct the free use and enjoyment of the Easement Area in accordance with the tenor hereof;

- (d) to make, amend and rescind reasonable rules and regulations governing, restricting or affecting the manner in which the Easement Area may be used or enjoyed, and to take all such reasonable actions as may be reasonably necessary to enforce or prevent any breach of such rules and regulations; PROVIDED THAT such rules and regulations are solely for the purpose of reasonably regulating the enjoyment, safety, cleanliness, management, maintenance and operation of the Easement Area and that such rules and regulations apply equally to the Grantee and the Grantor and others having like rights with respect to the Easement Area.

4. The grant of the easements herein contained shall include the grant to the Grantee of the right to construct a road on the Easement Area and to keep and maintain the Easement Area in a condition satisfactory to permit its use in accordance with the tenor of this Indenture including the right to enter onto the Easement Area and any portion of the Servient Lands reasonably required for the purpose by the Grantee and to construct, repair, replace, clear, clean or otherwise deal with the Easement Area so as to make the Easement Area suitable for the use of the Grantee. In exercising this right the Grantee shall cause and use its best efforts to cause as little interference with the use and enjoyment of the Servient Lands as possible, and shall repair all damage done by it to the Servient Lands.

LDB

5. If the Dominant Lands or the Servient Lands or either of them is subdivided, either wholly or in part, at any time, either under the provisions of the Land Registry Act or of the Strata Titles Act, as amended from time to time, or of other similar legislation enacted from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be, both:

- (a) the benefit of the easements hereinbefore granted shall be annexed to each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and shall continue to be annexed to the remainder, if any, of the lands subdivided; provided that if the subdivision is by strata plan, the benefit or burden may be annexed to the common property of the strata corporation; and
- (b) the burden of each of the easements hereinbefore granted shall continue to be attached to and charge, each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and the remainder, if any, of the lands subdivided, and no consent of the Grantee or the owner or owners for the time being of the Dominant Lands to any such subdivision shall be required, but nevertheless, without restricting the generality of the foregoing, the Grantee hereby covenants and agrees to and with the Grantor that the Grantee will execute and deliver in registrable form any and all documents and plans and that it will do all things which the Grantor may reasonably request in order to give effect to this clause or to expedite or facilitate any subdivision or subdivisions from time to time of the Servient Lands or any part or parts thereof.

6. The right, liberty and easements herein granted by the Grantor to the Grantee shall be construed as being extended to and may be exercised by the Grantee and its

LPB

successors and assigns, the owners and occupiers for the time being of Dominant Lands and every part into which the Dominant Lands may be subdivided and its and their respective servants, agents, tenants, invitees, licencees, and all other persons with their express or implied permission, and the provisos, reservations, restrictions and limitations herein reserved to the Grantor shall be construed as referring to the Grantor and its successors and assigns, the owners and the occupiers for the time being of the Servient Lands and every part into which the Servient Lands may be subdivided, and each of their respective servants, agents, tenants, invitees, licencees, and all other persons with their express or implied permission.

7. The easements granted by this Indenture shall be construed as running with the lands, and shall attach to and run with each and every part into which the Dominant Lands or any part thereof, may hereafter be subdivided, but no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by these presents, and the Grantor may fully use and enjoy the Easement Area subject only to the rights and restrictions herein provided.

8. Wherever the singular number or the masculine, or neuter gender is used in this Indenture they shall be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Indenture it shall be construed as being the singular, and vice versa, where the context or the parties hereto so require.

IN WITNESS WHEREOF this Indenture has been duly



LOB

43604

executed by the Grantor and the Grantee on the day and year
first above written.

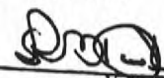
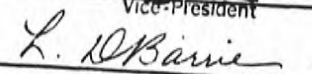
The Common Seal of THE OWNERS,
STRATA PLAN NO. VR.368 was
hereunto affixed in the
presence of the undersigned
Members of the Council of
THE OWNERS, STRATA PLAN NO.
VR.368:

(C/S)

The Common Seal of MARATHON
REALTY COMPANY LIMITED was
hereunto affixed in the
presence of:

(C/S)


Vice-President

L. O'Brien
Assistant Secretary

SCHEDULE "A"

That portion of THE COMMON PROPERTY STRATA PLAN
NO. VR 368 which may be more particularly described as follows:

COMMENCING at the northwest corner of the said Common Property Strata Plan No. VR 368; thence S $1^{\circ} 20'$ W, along the westerly boundary of the said Common Property Strata Plan No. VR 368, 38.30 feet; thence southeasterly, along the said westerly boundary, on a tangential circular curve to the left of radius 258.92 feet, an arc distance of 94.34 feet, to a point of reverse curve; thence southeasterly along the said westerly boundary, on a tangential circular curve to the right of radius 258.92 feet, an arc distance of 142.54 feet; thence S $12^{\circ} 00' 00''$ W, along the said westerly boundary, 113.96 feet; thence southwesterly, along the said westerly boundary, on a tangential circular curve to the right of radius 258.92 feet an arc distance of 62.51 feet; thence S $25^{\circ} 50' 00''$ W, along the said westerly boundary, 86.59 feet, more or less, to the southwesterly corner of the said Common Property Strata Plan No. VR 368; thence S $64^{\circ} 10'$ E, along the said southerly boundary 19.00 feet; thence N $25^{\circ} 50'$ E, 86.59 feet; thence northeasterly, on a tangential circular curve to the left of radius 277.92 feet, an arc distance of 67.10 feet; thence N $12^{\circ} 00'$ E, 113.96 feet; thence N $78^{\circ} 00'$ W, 8.00 feet; thence northwesterly on a circular curve to the left, having a tangential bearing of N $12^{\circ} 00'$ E and a radius of 269.92 feet, an arc distance of 148.60 feet, to a point of reverse curve; thence northwesterly, on a tangential circular curve to the right of radius 247.92 feet, an arc distance of 35.49 feet; thence northeasterly, on a tangential circular curve to the right of radius 20.00 feet, an arc distance of 26.17 feet, to a point of reverse curve; thence northeasterly on a tangential curve to the left of radius 20.00 feet, an arc distance of 21.74 feet; thence N $1^{\circ} 20'$ E, 51.60 feet, more or less, to an intersection with the northerly boundary of the said Common Property Strata Plan No. VR 368; thence N $86^{\circ} 42' 20''$ W, along the said northerly boundary, 38.02 feet, more or less, to the point of commencement: said portion of the Common Property Strata Plan No. VR 368 containing 0.229 acres, more or less, by admeasurement and shown outlined in red on the Explanatory Plan prepared by F.B. Underhill, B.C.L.S., and certified correct on December 31, 1976, a print of which is attached hereto.

Explanatory Plan

13941

"PLAN"

Deposited in the Land Registry Office
at Vancouver, B.C. this day
of 19

REGISTRAR

PLAN OF EASEMENT OVER THE
COMMON PROPERTY OF STRATA PLAN VR 368

SCALE: 1 INCH = 100 FEET

CARTER
STREET

33'

20'

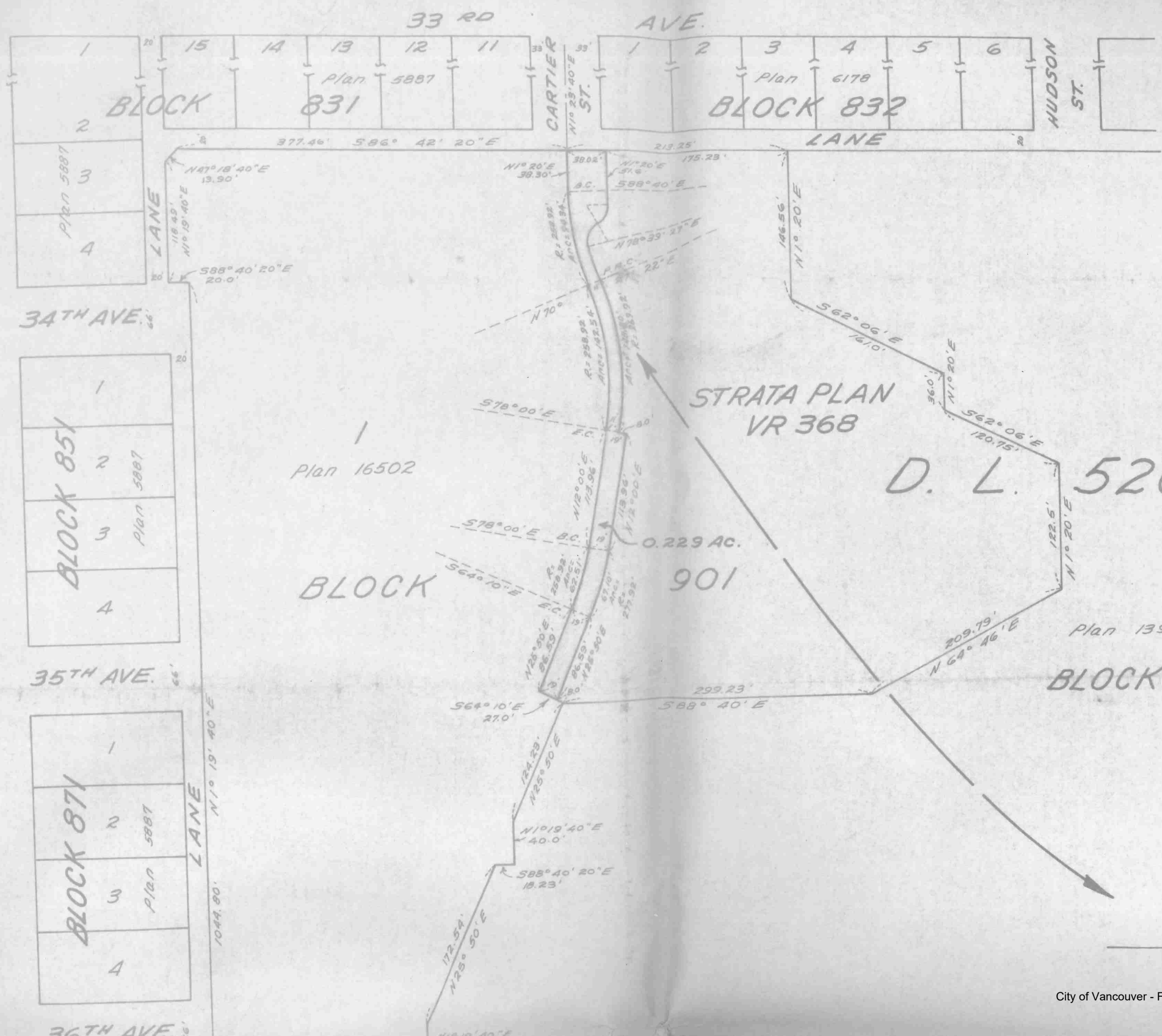
20" E

38.02'

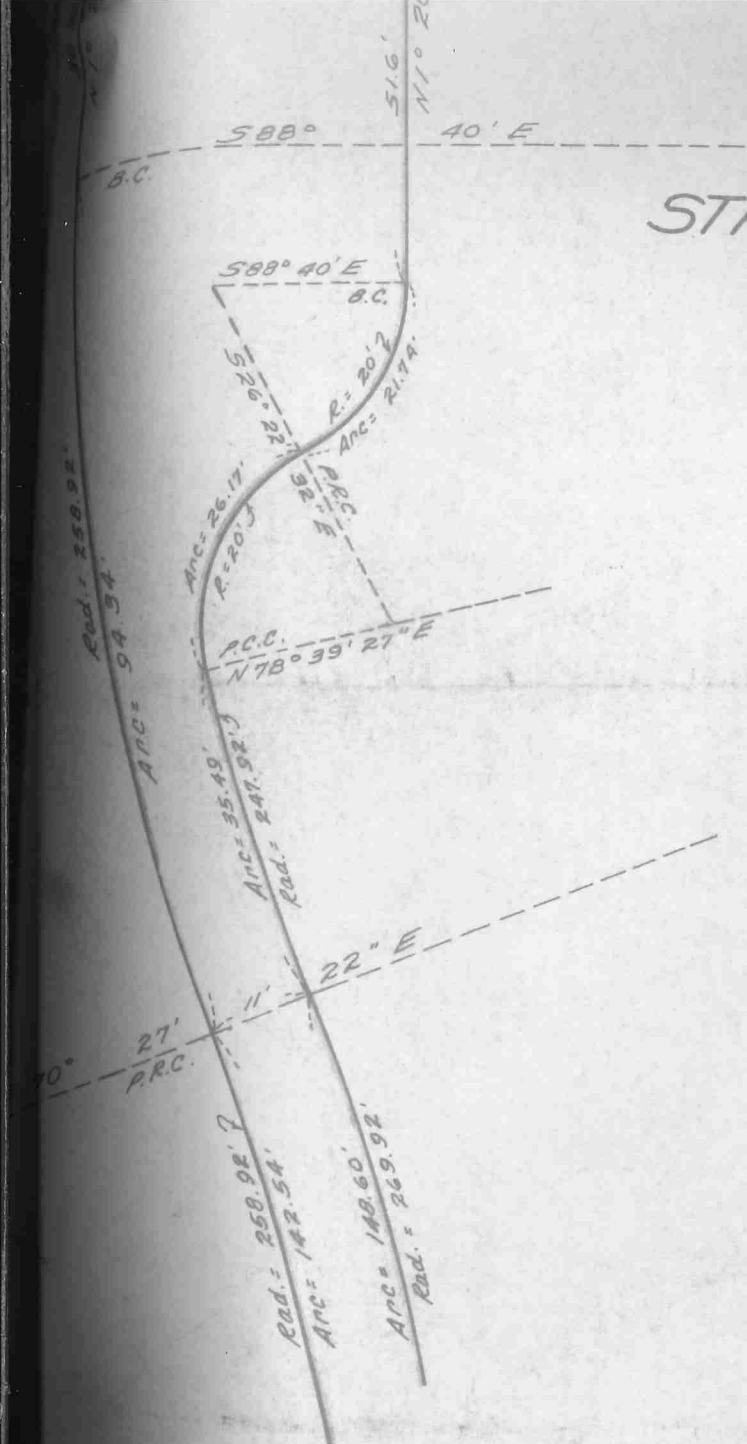
213.25'

175.23'

GRANVILLE STREET



STRATA PLAN VR 368

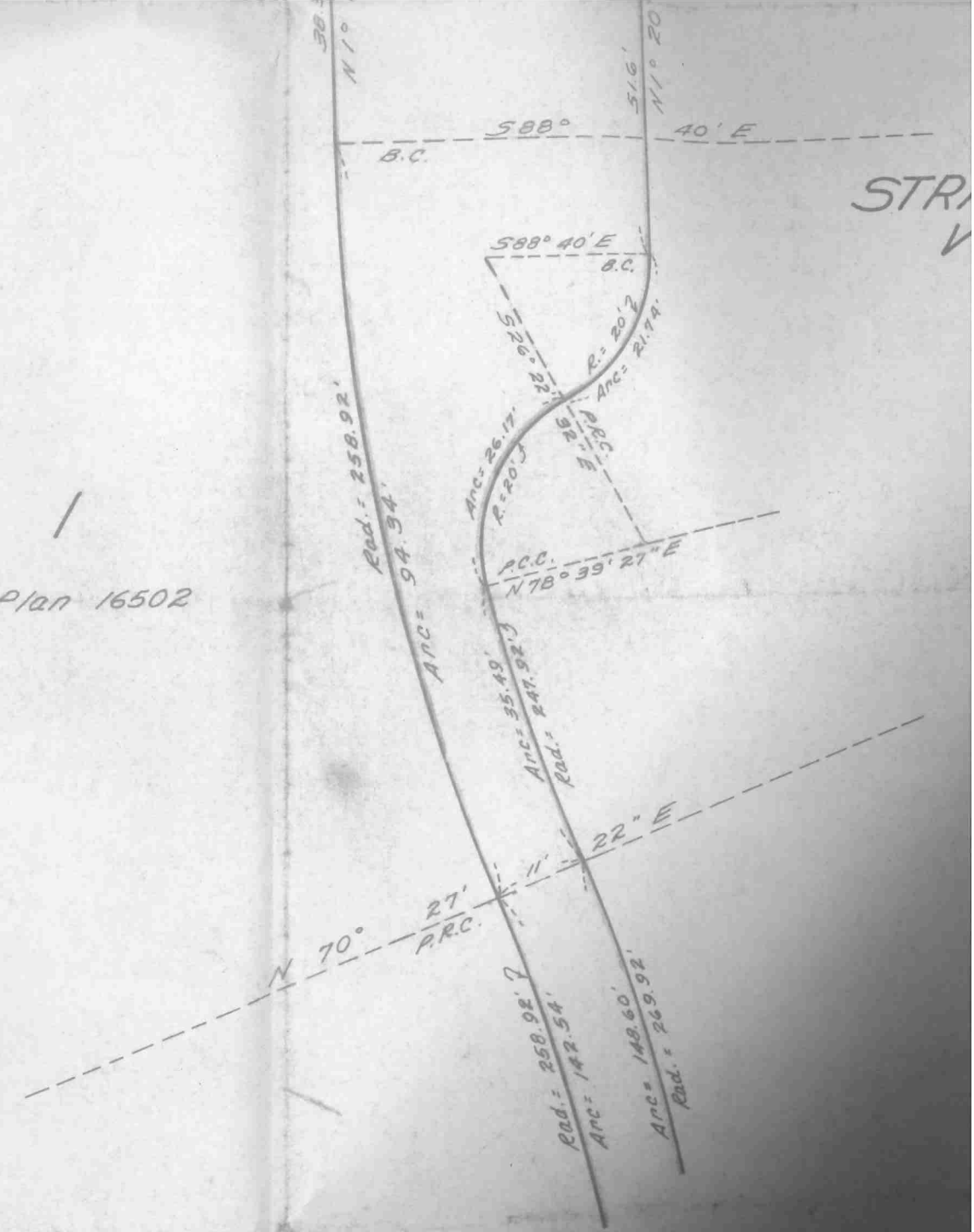


ENT
0 FEET



37TH AVE.

Plan 16502



Certified Correct according to Land Registry Office Records:

F. B. Underhill. B.C.L.S.

December 31st, 1976

ENLARGEMENT
SCALE: 1 INCH = 20 FEET

36TH AVE

1		
891	2	5887
BLOCK	3	Plan
7	4	

20.01'

175.90'
586° 58' 20" E

283.0'
N 10° 19' 40" E

37TH AVE

Plan 16502

Bearings Astronomic and derived
from Plan 16502

This plan lies within the Greater
Vancouver Regional District

Underhill & Underhill
Engineers & Surveyors
Vancouver, B.C.

Certified Correct according to Land Registry
Office Records:

J. B. Underhill.

B.C.L.S.

December 31st, 1976

ENLARGED

SCALE: 1 INCH

43605

F 43605

Jun 28 1 31 P 78
 SUBSTITUTE FORM "C"

Date June 28, 1978
 Declared Value 10.00
 Applicant
 D.L. MYSKE
 LADNER DOWNS,
 P. O. Box 10021
 700 W. Georgia St.
 Vancouver 1, B. C.
 (387-5744)

Nature of Interest Registered
 Disposal of C/T in 1/20
 Please Merge N/A
 Tax Cert. N/A
 As Solicitor/Agent

[Signature]

THIS INDENTURE made the 15th day of June,
 1978,
 BETWEEN:

THE OWNERS, STRATA PLAN NO. VR368, a
 corporation subsisting under the Strata
 Titles Act, S.B.C. 1974, Ch. 89, as
 amended on behalf of the strata lot
 owners thereof;

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

FORM B. 1A TO REGISTRY ACT
 (SECTION 50)
 MEMORANDUM OF REGISTRATION
 REGISTERED

JUL 13 1978

ON Application received at the time
 Written or stamped on the application.
 D. H. STURCH, REGISTRAR
 VANCOUVER LAND REGISTRATION DISTRICT

MARATHON REALTY COMPANY LIMITED, a
 body corporate having an office at
 21st Floor, 200 Granville Street, in
 the City of Vancouver, in the Province
 of British Columbia (Incorporation
 No. 6861A);

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS:

VR368

WRR

28/6/78

Plan

500

FOR

CONSENT

SEE

DE F44356

28

2010.0

A. The Grantor as a Strata Corporation is charged
 with the management and control of the common property of
 the Strata Corporation being all and singular that certain
 parcel or tract of land and premises situate, lying and being
 in the City of Vancouver, in the Province of British Columbia
 and being more particularly known and described as The Common
 Property Strata Plan No. VR368 ~~for lot 2, block 20, strata lot~~
~~2010.0, plan 15942~~ (hereinafter called the "Servient Land")

206

WRR PART INCLUDED IN EXPLANATORY
 PLAN 15942.

PLAN REFERRED TO HEREIN
 PRESERVED AND HELD UNDER
 DOCUMENT NUMBER **F 43605**

and has been directed by the owners of the strata lots to grant the within easement;

The Grantee is the registered owner of an estate in fee simple of all and singular those certain parcels or tracts of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia more particularly known and described as:

Lot 1
Block 901
District Lot 526
Plan 16502

(hereinafter called the "Dominant Lands");

B. The Grantor wishes to grant an easement for the purposes herein contained over the portion or portions of the Servient Lands more particularly described in Schedule "A" hereto (the "Easement Area") for the benefit of the Dominant Lands.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises, of the mutual grants and covenants herein contained, the due execution of these presents by the parties hereto, and other good and valuable consideration, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. The Grantor as owner of the Servient Lands does hereby grant, convey and confirm unto the Grantee as owner of the Dominant Lands, for the benefit of the Dominant Lands and to be appurtenant to the Dominant Lands, for the use and enjoyment of the Grantee and its servants, agents, tenants, invitees and licencees and the owner or owners of all or any part of the Dominant Lands from time to time in common with the Grantor as owner of the Servient Lands and its servants, agents, tenants, invitees and licencees, and the owner or

LCB

owners for the time being of all or any part of the Servient Lands the full, free and uninterrupted right, licence, liberty, easement, privilege and permission at all times and from time to time:

- (a) to excavate for, install, operate, maintain, remove and replace (with conduits, cables or pipes of the initial or any other size) upon and within the Easement Area storm and sanitary sewer connections and lines and other utilities including one or more underground pipes, wires or other conduits, whether or not encased by concrete or other protective material, and cables with all necessary attachments and fittings, and above-ground or underground transformers, and one or more underground pipe lines of whatsoever kinds or dimensions with necessary and proper above-ground or underground valves, meters, and other appliances and fittings and devices for controlling corrosion, all for use in connection with such pipe line or lines for the transmission and distribution of electric energy, gas, water, fuel oil or other liquid fuels, and for all communication purposes and for the purposes of supplying, carrying, transporting or providing or removing water, light, heat, electricity, gas, fuel, storm and sanitary sewage or any other services and or materials to or from the Dominant Lands; or
- (b) to pass and repass over the Easement Area and those portions of the Servient Lands reasonably required for access to the Easement Area for the purpose of ingress and egress for any of the purposes mentioned in this paragraph 1 hereof; or

LAB

- (c) generally to do all acts necessary or incidental to the purposes set out in this paragraph 1.

TO HAVE AND TO HOLD the Easement Area as an easement appurtenant to the Dominant Lands forever, subject only to the provisos, terms and conditions herein contained.

2. PROVIDED ALWAYS that the Grantee and its servants, agents, tenants, invitees and licencees shall only use the Easement Area for the purposes set out in paragraph 1 hereof and without restricting the generality of the foregoing, the Grantee and its servants, agents, tenants, invitees and licencees shall not:

- (a) use or permit the Easement Area to be used for the purpose of parking or storing any kind of vehicle equipment or other moveable property;
- (b) obstruct or interfere or permit any person claiming under it to obstruct or interfere unnecessarily with the use of the Easement Area by the Grantor, its servants, agents, tenants, invitees and licencees and others having like rights over the Easement Area;
- (c) enter upon, go, return, pass and repass by vehicle upon any part of the Easement Area except those portions of the Easement Area that are, from time to time, designated, constructed or reserved for road or that are generally used for the purposes of vehicular access and egress.

3. NOTWITHSTANDING the rights and easements hereinbefore granted, THERE IS HEREBY RESERVED TO THE GRANTOR and the owner or owners for the time being of the Servient Lands the right, subject to the restrictions and limitations

KOB

hereinafter set forth at all times and hereafter and from time to time:

- (a) to grant easements or rights of way in, over, under or through the Easement Area for any purpose provided that no such easement or right of way shall have the effect of prohibiting the use of the Easement Area for the purposes contained in paragraph 1 hereof.

4. The grant of the easements herein contained shall include the grant to the Grantee of the right to keep and maintain all facilities installed in the Easement Area in a condition satisfactory to permit their use in accordance with the tenor of this Indenture including the right to enter onto the Easement Area and any portion of the Servient Lands reasonably required for that purpose by the Grantee and to repair, replace, or otherwise deal with any of the said facilities so as to make the Easement Area suitable for the use of the Grantee. In exercising this right the Grantee shall use its best efforts to cause as little interference with the use and enjoyment of the Servient Lands as possible, and shall repair all damage done by it to the Servient Lands.

5. If the Dominant Lands or the Servient Lands or either of them is subdivided, either wholly or in part, at any time, either under the provisions of the Land Registry Act or of the Strata Titles Act, as amended from time to time, or of other similar legislation enacted from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may, both:

- (a) the benefit of the easements hereinbefore granted shall be annexed to each of the new parcels, lots,

RAB

strata lots or other subdivided parcels shown on such plan and shall continue to be annexed to the remainder, if any, of the lands subdivided provided that if the subdivision is by strata plan, the benefit may be annexed to the common property of the Strata Corporation; and

- (b) the burden of each of the easements hereinbefore granted shall continue to be attached to and charge each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and the remainder, if any, of the lands subdivided;

and no consent of the Grantee or the owner or owners for the time being of the Dominant Lands to any such subdivision shall be required, but nevertheless, without restricting the generality of the foregoing, the Grantee hereby covenants and agrees to and with the Grantor that the Grantee will execute and deliver in registrable form any and all documents and plans and that it will do all things which the Grantor may reasonably request in order to give effect to this clause or to expediate or facilitate any subdivision or subdivisions from time to time of the Servient Lands or any part or parts thereof.

6. The right, liberty and easements herein granted by the Grantor to the Grantee shall be construed as being extended to and may be exercised by the Grantee and its successors and assigns, the owners and occupiers for the time being of the Dominant Lands and every part into which the Dominant Lands may be subdivided and its and their respective servants, agents, tenants, invitees, licencees, and all other persons with their express or implied permission, and the provisos, reservations, restrictions and limitations herein reserved to the Grantor shall be construed

LOB

as referring to the Grantor and its successors and assigns, the owners and occupiers for the time being of the Servient Lands and every part into which the Servient Lands may be subdivided, and each of their respective servants, agents, tenants, invitees, licencees, and all other persons with their express or implied permission.

7. The easements granted by this Indenture shall be construed as running with the lands, and shall attach to and run with each and every part into which the Dominant Lands or any part thereof, may hereafter be subdivided, but no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by these presents, and the Grantor may fully use and enjoy the Easement Area subject only to the rights and restrictions herein provided.

8. Wherever the singular number or the masculine, or neuter gender is used in this Indenture they shall be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Indenture it shall be construed as being the singular, and vice versa, where the context or the parties hereto so requires.

IN WITNESS WHEREOF this Indenture has been duly executed by the Grantor and the Grantee on the day and year first above written.

The Common Seal of MARATHON
REALTY COMPANY LIMITED was
hereunto affixed in the
presence of:

By: 

Vice-President



By: 

Assistant Secretary

(C/S)

The Common Seal of THE OWNERS,)
STRATA PLAN NO. VR368 was)
hereunto affixed in the)
presence of the undersigned)
Members of the Council of)
THE OWNERS, STRATA PLAN)
NO. VR368:)

(C/S)

106

SCHEDULE "A"

That portion of the Servient Lands being ALL AND SINGULAR the common property of Strata Corporation The Owners, Strata Plan No. VR368 which may be more particularly described as follows:

COMMENCING at a point on the westerly boundary of the said Common Property Strata Plan No. VR368 distant S 1° 20' W, 16.70 feet, from the northwest corner thereof; thence S 1° 20' W, along the said westerly boundary, 20.26 feet; thence S 79° 32' 02" E, 130.93 feet; thence N 10° 27' 58" E, 20.00 feet; thence N 79° 32' 02" W, 134.14 feet, more or less, to the point of commencement: said portion of the Common Property Strata Plan No. VR368 containing 0.061 acres, more or less, by admeasurement and shown outlined in red on the Explanatory Plan prepared by F. B. Underhill, B.C.L.S. and certified correct on December 31, 1976 a print of which is attached hereto.

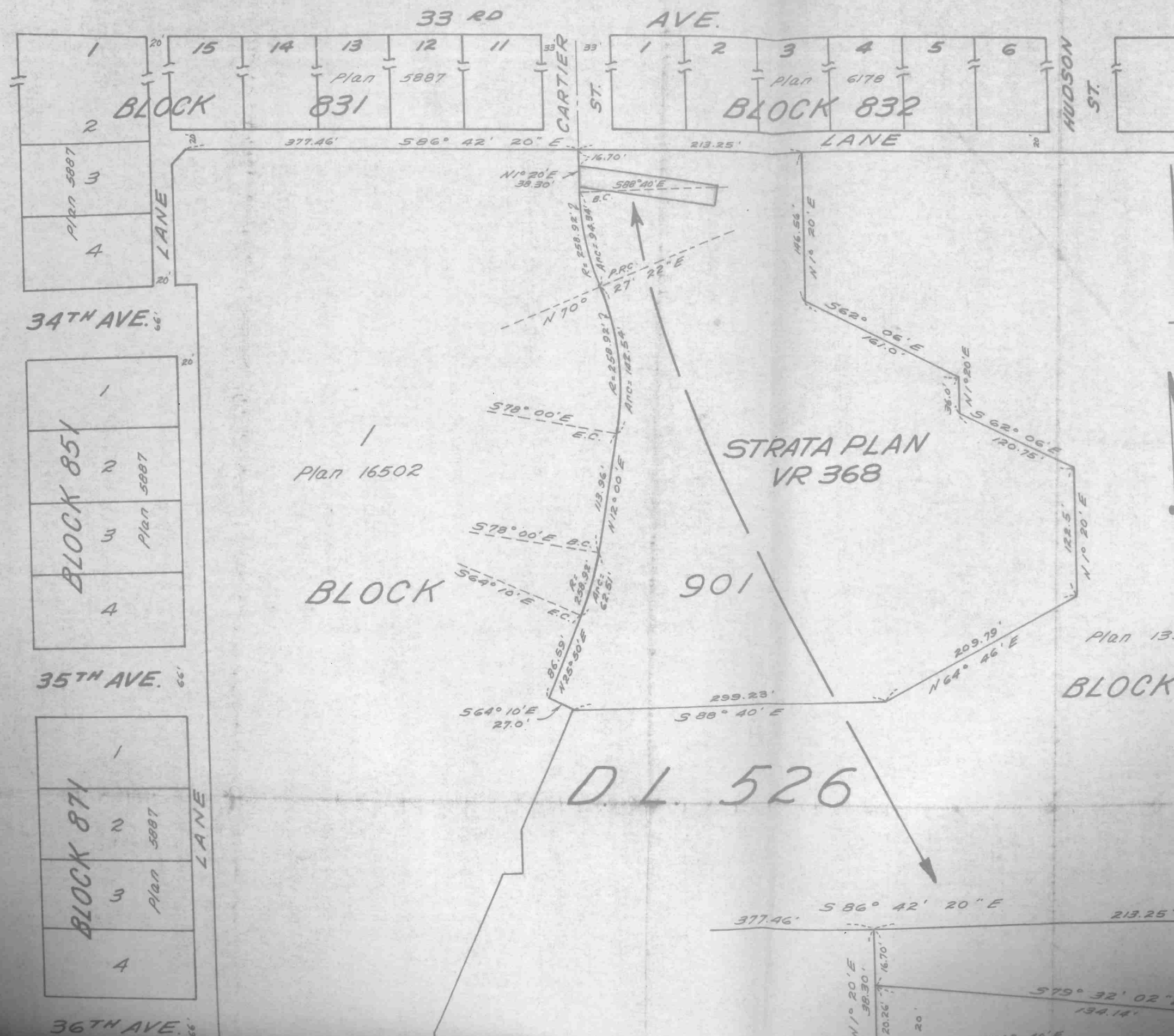
"PLAN

REGISTRAR

SCALE: 1 INCH - 100 FEET



GRANVILLE STREET



PLAN OF EASEMENT
COMMON PROPERTY OF

SCALE: 1 INCH = 100 FEET



TH AVE.

Certified Correct according to Land Registry
Office Records:

F.B. Underhill B.C.L.S.

December 31st, 1976

STREE

GRANVILLE

BLOCK 4

35TH AVE. 66'

BLOCK 871
1
2 5887
3 Plan
4

LANE

36TH AVE. 66'

BLOCK 891
1
2 5887
3 Plan
4

20'

BLOCK

901

Plan 13962

BLOCK 903

D.L. 526

37TH AVE.

Bearings Astronomic and derived from Plan 16502

This plan lies within the Greater Vancouver Regional District

Underhill & Underhill
Engineers & Surveyors
Vancouver, B.C.

Certified Correct according to Land Registry Office Records:

F.B. Underhill

B.C.L.S.

December 31st, 1976

ENLARGEMENT

SCALE: 1 INCH = 30 FEET

SEP 11 11 35 A '79

65281
G 65283 G 65281 ✓

DO NOT WRITE ABOVE THIS LINE FOR LAND REGISTRY USE ONLY.

SUBSTITUTE FORM C-1 PARTICULARS

Nature of charge(s): *Easement
Consent & Priority
Agreement*

Full name, postal address and telephone number of person presenting instrument for registration:

NICHOLS & COMPANY
BARRISTERS & SOLICITORS
Suite 2715 - Vancouver Centre
P.O. Box 11561
650 West Georgia Street
Vancouver, B.C.
V6B 4N8

MR. PATLEDD
652-0541

Address of person entitled to be registered if different from that shown in instrument:

Declared Value: \$ *Nominal*

Signature *N. Jaffer*
Applicant (Solicitor or Agent)

For Land Registry Office use only.

1979. THIS INDENTURE made the *30th* day of August

BETWEEN:

N.M. SKALBANIA LTD., a British Columbia company having its registered office at 1001 - 207 West Hastings Street, Vancouver, British Columbia,

FORM G. LAND REGISTRY ACT
(SECTION 50)
MEMORANDUM OF REGISTRATION
REGISTERED

OCT 16 1979

(hereinafter called the "Grantor")

on application received at the time written or stamped on the application.
D. H. STURCH, REGISTRAR
VANCOUVER LAND REGISTRATION DISTRICT

OF THE FIRST PART,

AND:

THE OWNERS, STRATA PLAN NO. VR 368, 4900 Cartier Street, Vancouver, British Columbia, a corporation subsisting under the Strata Titles Act on behalf of the strata lot owners thereof,

FORM G. LAND REGISTRY ACT
(SECTION 50)
MEMORANDUM OF REGISTRATION
REGISTERED

OCT 16 1979

(hereinafter called the "Grantee")

on application received at the time written or stamped on the application.
D. H. STURCH, REGISTRAR
VANCOUVER LAND REGISTRATION DISTRICT

OF THE SECOND PART.

WHEREAS:

A. The Grantor is the registered owner of an estate in fee simple of all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia and being more particularly known and described as:

Lot 1
Block 901
District Lot 526
Plan 16502

(hereinafter called the "Servient Lands")

3229 001000 - 1