

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 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  
(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 (hereinafter collectively called 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 and other good and valuable consideration, the parties hereto covenant and agree as follows:

1. The Grantor hereby grants, conveys and transfers unto the Grantee, its successors and assigns for the benefit of the Dominant Lands and to be appurtenant to the Dominant Lands, for the use and enjoyment of the Grantee, 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, 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 dig up and remove the soil thereof and to lay down cover with soil, install, operate, maintain,

- alter, relocate, enlarge, renew, inspect, remove and replace upon, under and through the Easement Area meters, water pipes and lines, sewers, drains, manholes, pipes, culverts and other facilities, wires or conduits, with all necessary attachments and fittings, (hereinafter collectively called the "Works") for the purposes of supplying, carrying, transporting, providing or removing water, light, heat, electricity, gas, fuel storm and sanitary sewage and any other services and materials to or from the Dominant Lands;
- (b) to enter upon, use, pass and repass with or without vehicles, equipment, supplies, pipes and materials, along, over and upon the Easement Area and those portions of the Servient Lands reasonably required for access to the Easement Area for the purpose of ingress or egress for any of the purposes mentioned in this paragraph 1 hereof; and
- (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 RESERVING unto the Grantor and the owner or owners for the time being of the Servient Lands the right to grant easements and rights of way in over, under and through the Easement Area provided that no such easements or rights of way shall unduly affect the rights hereby granted by the Grantor.

2. The Grantor covenants and agrees with the Grantee:
- (a) that the Grantor will not excavate, drill, install, erect, maintain or voluntarily permit to be excavated, drilled, installed, erected, or maintained any obstruction, pit, well, foundation, pile of material,

embankment, fill, pavement, building or other structure or installation upon, over or under the Easement Area without first obtaining the written consent of the Grantee, which consent shall not be unreasonably withheld;

- (b) that the Grantor will not do any act or thing which will interfere with or injure the Works, if any, or any part thereof, or impair the operating efficiency thereof or will obstruct access by the Grantee's servants, employees, agents, licensees, materials, pipes, supplies, vehicles or equipment to the Works, if any, or any part thereof;
  - (c) that the Grantor will from time to time and at all times upon every reasonable request and at the cost and charges of the Grantee do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things for the better assuring unto the Grantee of the rights, liberties, rights of way and easements hereby granted; and
  - (d) that save as herein provided the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, rights of way and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor.
3. The Grantee covenants and agrees with the Grantor:
- (a) to construct the Works, if any, on and under the Easement Area in a good and workmanlike manner;

- (b) that following construction below surface level in the Easement Area of the Works, if any, the Grantee shall fill in and cover over all excavations therein made and shall leave the surface of the Easement Area in a neat and tidy condition;
- (c) not use or permit the Easement Area to be used for the purpose of parking or storing any kind of vehicle; and
- (d) not to unduly obstruct or interfere or permit any person claiming under it to unduly obstruct or interfere 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;

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.

4. It is mutually understood, agreed and declared by and between the parties hereto:

- (a) that 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:
  - (i) 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

- (ii) 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;
- (b) the covenants made herein shall run with the easements herein and shall bind the Servient Tenement and shall not be personal covenants but shall extend to and be binding upon and enure to the benefit of the respective successor in title and assigns of the parties hereto, and each of them, the owners or occupiers of the Servient Tenement and of the Dominant Tenement and each and every part thereof and the Servient Tenement shall be and remain at all times charged with the covenants made and the easements granted herein.

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

THE COMMON SEAL of N.M. SKALBANIA LTD. was hereunto affixed in the presence of:

\_\_\_\_\_ )  
*Peter Brown* )  
 \_\_\_\_\_ )  
*Direktor* )

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: )

J.A. Arthur )  
J.H. Bull )

65281

SCHEDULE "A"

Those portions of the Servient Lands being:

FIRSTLY, ALL AND SINGULAR that certain parcel or tract of land, shown outlined in red on the Explanatory Plan prepared by F.B. Underhill, B.C.L.S. and certified correct on December 31, 1976 and filed in the Vancouver Land Registry Office under number 13938; and

SECONDLY, ALL AND SINGULAR that certain parcel or tract of land shown outlined in red on the Explanatory Plan prepared by H.J. Jacobsen, B.C.L.S. and certified correct on April 5, 1979, a print of which is attached hereto.

2.

PLAN REFERRED TO HEREIN  
PRESERVED AND HELD UNDER  
DOCUMENT NUMBER 65281

65281

CONSENT AND PRIORITY

KNOW ALL MEN BY THESE PRESENTS that,

MARATHON REALTY COMPANY LIMITED

of the City of Vancouver, British Columbia, being the holder of a charge by way of mortgage registered at the Land Registry Office at Vancouver, under number F44778 against all and singular that certain parcel or tract of land and premises being in the City of Vancouver, in the Province of British Columbia and known and described as:

Lot 1  
Block 901  
District Lot 526  
Plan 16502

in consideration of the sum of ONE DOLLAR (\$1.00) hereby agrees and consents to the registration of Easements made between the registered owner of the said lands and THE OWNERS, STRATA PLAN NO. VR 368, dated the \_\_\_\_\_ day of \_\_\_\_\_ 1979, against the aforementioned lands in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

SIGNED, SEALED AND DELIVERED at )

\_\_\_\_\_)  
British Columbia, this \_\_\_\_\_ day )

of \_\_\_\_\_ 1979 in the )

presence of: )

Name \_\_\_\_\_ )

Address \_\_\_\_\_ )

Occupation \_\_\_\_\_ )

THE CORPORATE SEAL of  
MARATHON REALTY COMPANY LIMITED



CONSENT AND PRIORITY

KNOW ALL MEN BY THESE PRESENTS that,

FIRST CITY TRUST COMPANY

in the City of Vancouver, British Columbia, being the holder of a charge by way of mortgage registered at the Land Registry Office at Vancouver, under number F44779 and mortgage registered at the Land Registry Office at Vancouver, under number G35566, against all and singular that certain parcel or tract of land and premises being in the City of Vancouver, in the Province of British Columbia and known and described as:

Lot 1  
Block 901  
District Lot 526  
Plan 16502

in consideration of the sum of ONE DOLLAR (\$1.00) hereby agrees and consents to the registration of Easements made between the registered owner of the said lands and THE OWNERS, STRATA PLAN NO. VR 368, dated the \_\_\_\_\_ day of \_\_\_\_\_ 1979, against the aforementioned lands in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

SIGNED, SEALED AND DELIVERED at )

\_\_\_\_\_)  
British Columbia, this \_\_\_\_\_ day )

of \_\_\_\_\_ 1979 in the )

presence of: )

Name \_\_\_\_\_ )

Address \_\_\_\_\_ )

Occupation \_\_\_\_\_ )

THE CORPORATE SEAL of  
FIRST CITY TRUST COMPANY  
was hereunto affixed in the  
presence of:

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

65281

CONSENT AND PRIORITY

KNOW ALL MEN BY THESE PRESENTS that,  
KARSTEN VON WERSEBE  
of the City of Vancouver, British Columbia, being the holder as  
to an undivided 2/5 interest of a charge by way of mortgage and  
option to purchase respectively, registered at the Land Registry  
Office at Vancouver, under number F45433 and number F48700  
respectively, against all and singular that certain parcel or tract  
of land and premises being in the City of Vancouver, in the Province  
of British Columbia and known and described as:

Lot 1  
Block 901  
District Lot 526  
Plan 16502

in consideration of the sum of ONE DOLLAR (\$1.00) hereby agrees  
and consents to the registration of Easements made between the  
registered owner of the said lands and THE OWNERS, STRATA PLAN  
NO. VR 368, dated the \_\_\_\_\_ day of \_\_\_\_\_ 1979,  
against the aforementioned lands in priority to the said charge  
in the same manner and to the same effect as if it had been dated  
and registered prior to the said charge.

SIGNED, SEALED AND DELIVERED at )

\_\_\_\_\_ )  
TORONTO )  
\_\_\_\_\_ )  
ONTARIO )  
British Columbia, this 28 day )  
of AUGUST 1979 in the )  
presence of: )

Name Marion M. Kyweiga )  
MARION M. KYWERIGA )  
Address 570 Beatrice Street )  
Toronto, Ontario )  
Occupation Legal Secretary )

Karsten von Wersebe  
KARSTEN VON WERSEBE

THE CORPORATE SEAL of

was hereunto affixed in the  
presence of:

\_\_\_\_\_  
\_\_\_\_\_

CONSENT AND PRIORITY

65281

KNOW ALL MEN BY THESE PRESENTS that,

B.D.R. INVESTMENTS LTD.

of the City of Vancouver, British Columbia, being the holder of a charge as follows:

- (1) Undivided 2/5 interest by way of mortgage registered at the Land Registry Office at Vancouver under number F45433;
- (2) Undivided 2/5 interest by way of option to purchase registered at the Land Registry Office at Vancouver under number F48700;
- (3) Undivided 1/2 interest by way of mortgage registered at the Land Registry Office at Vancouver under number G4703

all against all and singular that certain parcel or tract of land and premises being in the City of Vancouver, in the Province of British Columbia and known and described as:

Lot 1  
Block 901  
District Lot 526  
Plan 16502

in consideration of the sum of ONE DOLLAR (\$1.00) hereby agrees and consents to the registration of Easements made between the registered owner of the said lands and THE OWNERS, STRATA PLAN NO. VR 368, dated the      day of      , 1979, against the aforementioned lands in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

THE CORPORATE SEAL of  
B.D.R. INVESTMENTS LTD.

was hereunto affixed in the  
presence of:

  
\_\_\_\_\_ *P. B. ...*

C/S

CONSENT AND PRIORITY

65281

KNOW ALL MEN BY THESE PRESENTS that,

ROBERT LEE LTD.

of the City of Vancouver, British Columbia, being the holder of a charge as follows:

- (1) Undivided 1/5 interest by way of mortgage registered at the Land Registry Office at Vancouver under number F45433;
- (2) Undivided 1/5 interest by way of option to purchase registered at the Land Registry Office at Vancouver under number F48700;
- (3) Undivided 3/15 interest by way of mortgage registered at the Land Registry Office at Vancouver under number F85024;
- (4) Undivided 1/2 interest by way of mortgage registered at the Land Registry Office at Vancouver under number G4703

all against all and singular that certain parcel or tract of land and premises being in the City of Vancouver, in the Province of British Columbia and known and described as:

Lot 1  
Block 901  
District Lot 526  
Plan 16502

in consideration of the sum of ONE DOLLAR (\$1.00) hereby agrees and consents to the registration of Easements made between the registered owner of the said lands and THE OWNERS, STRATA PLAN NO. VR 368, dated the day of , 1979, against the aforementioned lands in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

THE CORPORATE SEAL of  
ROBERT LEE LTD.

was hereunto affixed in the  
presence of:

  
7061021

C/S

CONSENT AND PRIORITY

65281

KNOW ALL MEN BY THESE PRESENTS that,

GOLDEN PROPERTIES LTD.

of the City of Vancouver, British Columbia, being the holder as to an undivided 10/15 interest of a charge by way of mortgage registered at the Land Registry Office at Vancouver under number F85024 against all and singular that certain parcel or tract of land and premises being in the City of Vancouver, in the Province of British Columbia and known and described as:

Lot 1  
Block 901  
District Lot 526  
Plan 16502

in consideration of the sum of ONE DOLLAR (\$1.00) hereby agrees and consents to the registration of Easements made between the registered owner of the said lands and THE OWNERS, STRATA PLAN NO. VR 368, dated the \_\_\_\_\_ day of \_\_\_\_\_ 1979, against the aforementioned lands in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

SIGNED, SEALED AND DELIVERED at )

\_\_\_\_\_)  
British Columbia, this \_\_\_\_\_ day )

of \_\_\_\_\_ 1979 in the )

presence of: )

Name \_\_\_\_\_ )

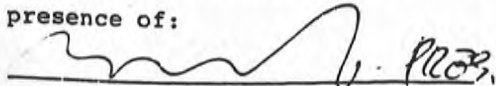
Address \_\_\_\_\_ )

Occupation \_\_\_\_\_ )

THE CORPORATE SEAL of  
GOLDEN PROPERTIES LTD.

was hereunto affixed in the

presence of:



CONSENT AND PRIORITY

KNOW ALL MEN BY THESE PRESENTS that,  
ORMIDALE HOLDINGS LTD.

of the City of Vancouver, British Columbia, being the holder as to an undivided 2/15 interest of a charge by way of mortgage registered at the Land Registry Office at Vancouver under number F85024 against all and singular that certain parcel or tract of land and premises being in the City of Vancouver, in the Province of British Columbia and known and described as:

Lot 1  
Block 901  
District Lot 526  
Plan 16502

in consideration of the sum of ONE DOLLAR (\$1.00) hereby agrees and consents to the registration of Easements made between the registered owner of the said lands and THE OWNERS, STRATA PLAN NO. VR 368, dated the \_\_\_\_\_ day of \_\_\_\_\_ 1979, against the aforementioned lands in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

SIGNED, SEALED AND DELIVERED at )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
British Columbia, this \_\_\_\_\_ day )  
of \_\_\_\_\_ 1979 in the )  
presence of: )  
Name \_\_\_\_\_ )  
Address \_\_\_\_\_ )  
\_\_\_\_\_) )  
Occupation \_\_\_\_\_ )

THE CORPORATE SEAL of  
ORMIDALE HOLDINGS LTD.  
was hereunto affixed in the  
presence of:

*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_

65283

G 65283 ✓

G 65284

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

SUBSTITUTE FORM C - 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 11551  
650 West Georgia Street  
Vancouver, B.C.  
V6B 4N8

*MR PATLED*  
682-0541

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

Declared Value: \$ *Nominal*

*N. Jaffer*  
Signature of Applicant (Seller or Agent)

For Land Registry Office use only.

FBK77/3

THIS INDENTURE made the *9<sup>th</sup>* day of *August*, 1979.

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:

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

(hereinafter called the "Grantee")

OF THE SECOND PART.

WHEREAS:

A. The Grantee is the registered owner of all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, Province of British Columbia and being more particularly known as Lot 1, Block 901, District Lot 526, Plan 16502 (hereinafter called the "Dominant Lands");

B. 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, Province of British Columbia more particularly known and described as The

SEP 11 11 57 A '79  
LAND REGISTRY OFFICE  
VANCOUVER, B.C.

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

OCT 16 1979

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

*17561*

11 SEP 79

2031 000100 -- 1

VANCOUVER  
B.C.

Common Property, Strata Plan No. VR 368 (hereinafter called the "Servient Lands").

C. At the request of the Grantee, the Grantor has agreed to grant an easement for the purposes herein contained over that portion of the Servient Lands more particularly described herein 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 and other good and valuable consideration, the parties hereto covenant and 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 to go, enter, return, pass and repass by day and by night, on foot with or without vehicles, equipment, supplies, materials and animals along, over, upon or through those portions of the Servient Lands shown outlined in red (hereinafter called the "Road Easement") on the explanatory plan (hereinafter called the "Explanatory Plan") prepared by H.J. Jacobsen, B.C.L.S. and certified correct on July 29, 1979, a paper print of which is attached as Schedule "A" hereto, for the purposes of ingress to and egress from the Dominant Lands and for the purposes aforesaid the Grantee may:

- (a) construct, maintain, repair, renew, replace, inspect, clear and clean a road on the Road Easement together with drains, curbs, traffic control signs, landscaping, speed bumps, lights and traffic islands, as the Grantee may reasonably require; and
- (b) keep and maintain the Road Easement in a condition satisfactory to permit its use in accordance with the tenor of this Indenture including the right to enter upon the Road Easement and any portion of the Servient Lands reasonably required for the purposes by the Grantee. *A*

PLAN REFERRED TO HEREIN  
 PRESENTED AND HELD UNDER  
 DOCUMENT NUMBER 65283



In exercising the rights granted by this paragraph 1, 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. TO HAVE AND TO HOLD the Easements as easements 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 Road Easement 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 Road Easement to be used for the purpose of parking or storing any kind of vehicle, equipment or other moveable property; and
- (b) obstruct or interfere or permit any person claiming under it to obstruct or interfere, unnecessarily with the use of the Road Easement by the Grantor, its servants, agents, tenants, invitees and licencees and others having like rights over the Road Easement.

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 and subject to the prior written consent of the Grantee, such consent not to be unreasonably withheld, at all times and hereafter and from time to time:

- (a) to interrupt the use of the Road Easement after fourteen days prior notice by a visible legible sign or signs posted in a conspicuous place or places upon or adjacent to the Road Easement and after fourteen (14) days prior written notice has been delivered personally to the Grantee or a Strata Council member of the Grantee (other than in the case of an emergency when no notice is required) for the purpose 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 *A*

or any other service or thing that may be so transmitted, or any of them in, upon, over, under or through the Easements as the Grantor may reasonably require and altering, enlarging, extending, removing, repairing, renewing, maintaining, inspecting, and replacing the same as may be reasonably required by the Grantor; and

- (ii) constructing, maintaining, repairing or renewing such garden, park, recreation and landscape areas and facilities as the Grantor may reasonably require;

PROVIDED that such interruptions shall be for as short a time as is reasonably possible in the circumstances and PROVIDED that the Road Easement is immediately restored to its former condition;

- (b) to grant easements or rights of way in, over, under or through the Road Easement for any purpose but subject to the prior rights of the Grantee;
- (c) to erect and maintain a fence or other boundary and a gate or gates or gatehouse across or around or in the Road Easement 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 gates or gatehouse for the purpose 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 or be so erected or maintained and the right of passover and use over the Road Easement shall not be so impeded or obstructed so as to impede or obstruct the free use and enjoyment of the Road Easement 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 Road Easement 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 Road Easement and that such rules and regulations have been approved in writing by the Grantee's strata council and apply equally to the Grantee and the Grantor and others having like rights with respect to the Road Easement.

PROVIDED THAT in the exercise of any of such rights, the Grantor and the owner or owners for the time being of the Servient Lands shall not unduly hinder the rights hereby granted by the Grantor to the Grantee.

4. 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 easement 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 the easement 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.

5. The Grantor covenants and agrees with the Grantee:

- (a) that the Grantor will from time to time and at all times upon every reasonable request and at the cost and charges of the Grantee do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things for the better assuring unto the Grantee of the rights, liberties, right of way and easement hereby granted;
- (b) that save as herein provided the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, right of way and easement hereby granted without hinderance, molestation or interruption on the part of the Grantor or any person, firm or corporation claiming by, through, under or in trust for, the Grantor; and
- (c) that the Grantor will observe and perform or cause to be observed and performed the terms, obligations and conditions of a letter agreement dated April 6, 1979 and made between the Grantor as the Corporation and Realmar Developments Corporation and the Grantee as the Developer (as amended by letter agreement dated May 17, 1979), copies of which are attached as Schedule "B" hereto.

6. The right, liberty and easement herein granted by the Grantor to the Grantee shall be construed as being extended to, enure to the benefit of 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 this Indenture and its provisos, reservations, restrictions and limitations herein reserved to the Grantor shall be construed as referring to and binding upon 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 Road Easement 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 use and enjoy the Road Easement 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 executed by the Grantor and the Grantee on the day and year first above written.

THE COMMON SEAL of N. M. SKALBANIA LTD. was hereunto affixed in the presence of:

*Alan J. Brown* )  
*Dimitri* )

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:

*[Signature]* )  
 Council Member )  
*[Signature]* )  
 Council Member )

65283

SCHEDULE B

May 17, 1979

The Owners, Strata Plan No. VR368,  
c/o Suite 109,  
4900 Cartier Street,  
VANCOUVER, B.C.

Attention: s.22(1) s.22(1)  
Strata Council Member

Dear Sirs:

Letter Agreement (the "Letter Agreement")  
dated April 6, 1979 between The Owners,  
Strata Plan No. VR368 (the "Corporation"),  
Realmar Developments Corporation ("Realmar")  
and N.M. Skalbania Ltd. ("Skalbania")

At your request and in consideration of the mutual agreements herein contained we hereby agree with you to alter and modify the Letter Agreement by adding after paragraph 14 the following:

- "15. Each of Realmar and Skalbania covenants and agrees with the Corporation that each of Realmar and Skalbania will not pledge, sell, assign or in any other way transfer any of their respective interest in Lot 1 or any part thereof of the Letter Agreement unless and until:
- (a) the Planning Department of the City of Vancouver and the Corporation have been advised in writing of the name or names of the purchaser or assignee, whether a person, firm, corporation or otherwise; and
  - (b) the purchaser or assignee described in paragraph 15(a) has entered into an agreement with the Corporation in a form satisfactory to the Corporation whereby such purchaser or assignee covenants and agrees to observe and perform and

65283

The Owners, Strata Plan No.  
VR368  
Page Two

May 17, 1979

be bound by the terms and conditions of the Letter Agreement as amended from time to time."

This amending agreement supplements and amends the Letter Agreement and this amending agreement and the Letter Agreement shall henceforth be read together as though all the provisions thereof and hereof are contained in one instrument.

The Letter Agreement as supplemented and amended hereby shall continue in full force and effect in accordance with the terms thereof and hereof.

This amending agreement shall enure to the benefit of and be binding upon the Corporation, its successors and assigns and each of Realmar and Skalbania and their respective successors and permitted assigns.

Would you kindly indicate your agreement by signing and returning the enclosed copy of this letter.

Yours very truly,

REALMAR DEVELOPMENTS CORPORATION

Per:  C/S

N. M. SKALBANIA LTD.

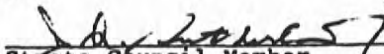
Per:  C/S

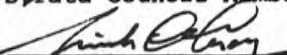
PRESIDENT

The Corporation hereby agrees to the foregoing terms and conditions. DATED at Vancouver, this 17<sup>th</sup> day of May, 1979.

THE OWNERS, STRATA PLAN NO. VR368

Per: C/S

  
Strata Council Member

  
Strata Council Member

65283

SCHEDULE B

FBK76/5

THIS AGREEMENT made the 6<sup>th</sup> day of APRIL, 1979.

BETWEEN:

THE OWNERS, STRATA PLAN NO. VR368,  
a corporation subsisting under the  
Strata Titles Act, on behalf of the  
Strata Lot Owners thereof  
(hereinafter called the "Corporation")

AND:

REALMAR DEVELOPMENTS CORPORATION  
(hereinafter called "Realmar") and  
N.H. SKALBANIA LTD. (hereinafter  
called "Skalbania")

(hereinafter collectively called the "Developer")

WHEREAS:

- A. Skalbania is the registered owner of property legally described as Lot 1, Block 901, District Lot 526, Plan 16502, City of Vancouver, (hereinafter called "Lot 1");
- B. The Corporation is charged with the management and control of the common property of the Corporation legally described as The Common Property Strata Plan No. VR368 (hereinafter described as "VR368");
- C. The Developer intends to develop Lot 1 as a townhouse development adjacent to the condominium complex commonly known as "Shaughnessy Place" created by Strata Plan No. VR368 and in connection therewith the parties have agreed to enter into the covenants and agreements hereinafter contained.

*RF*  
RF

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants and agreements herein the parties hereto agree as follows:

1. The Developer, jointly and severally, covenants and agrees with the Corporation:

(a) to install at the Developer's sole cost and expense:

- (i) twenty (20) parking spaces (hereinafter called "Parking Lot A") as shown shaded in yellow on the site plan (hereinafter called the "Plan"), a paper print of which, in reduced size, is annexed as Schedule A hereto dated February 21, 1979 and prepared by Vladimir Plavsic Group. The Developer shall complete the construction of Parking Lot A within 60 days after the commencement of construction on Lot 1; and
- (ii) four (4) parking spaces (hereinafter called "Parking Lot B") shown shaded in pink on the Plan. The Developer shall complete the construction of Parking Lot B within 30 days following completion of construction of that portion of the New Roads hereafter described adjoining Parking Lot B;

Parking Lot A and Parking Lot B shall be for the exclusive use of the occupants and owner or owners of VR368 at no cost to such occupants and owners, shall be surfaced with 2" of blacktop over 4" of compacted road mulch and a sub-base of 12" of course pit run including without limiting the foregoing proper and necessary drainage to City of Vancouver standards, landscaping, curbing and painting lines and numbers and shall each be made available for the use of the occupants and owner or owners in VR368 as soon as practical after the completion of construction of each of Parking Lot A and Parking Lot B and the related roads in respect to each as referred to in subparagraph 1(b);

*2/16/79*



- (b) to construct, maintain, repair, renew, clear, replace and clean at the Developer's sole cost and expense the roads (hereinafter called the "New Roads") shown outlined in brown on the Plan including, without limiting the generality of the foregoing, to construct and provide proper and adequate drainage, to City of Vancouver standards, traffic islands, landscaping, and speed bumps, all as shown on the Plan, to install and relocate all hydrants, lights, underground utility equipment and all other matters that must be attended to as a result of the obligations of the Developer under this Agreement and the building construction indicated on the Plan. The Developer shall complete the construction of that portion of the New Roads adjacent to Parking Lot A within the time referred to in paragraph 1(a)(i).

The Developer shall construct and surface the New Roads in the same manner and using the same materials as in the construction of the existing road (hereinafter called the "Existing Road") shown outlined in purple on the Plan but shall defer construction of the New Roads (other than that portion adjacent to Parking Lot A) until the Developer begins excavations for the construction of the foundation for the buildings to be erected adjacent to that part of the New Roads;

- (c) At the Developer's sole cost and expense:
- (i) to relocate the existing chain link fence as shown outlined in red on the Plan to the position outlined in blue on the Plan prior to construction of either of Parking Lot A and Parking Lot B; and then
  - (ii) relocate the chain link fence to the position shown outlined in green on the Plan prior to commencing construction of the New Roads (other than that portion adjacent to Parking Lot A); and then

- (iii) remove the chain link fence when the construction of the townhouse development on Lot 1 is completed and landscape the area where it stood;
- (d) to construct, maintain, repair, replace and renew at the Developer's sole cost and expense an adequate and proper perimeter fence or other boundary which is satisfactory to the Corporation. Such fence or boundary shall run continuously along the northern, western and southern property lines of Lot 1 and shall be at least 6 feet in height;
- (e) to pay for 86/160ths of all costs and expenses relating to the operation, maintenance, repairing, renewing, replacement, cleaning and repainting of the existing gatehouse and its facilities as shown on the Plan and of the Existing Road and relating to retaining and maintaining throughout every calendar year 24 hour security guard service in the existing gatehouse, all of such costs and expenses to commence on the date of possession of the first townhouse or strata lot on Lot 1. It is expressly acknowledged by the Developer that this obligation shall bind the respective successors and assigns of Realmar and Skalbania and the obligations contained in this subparagraph shall be without prejudice to the right of the Corporation or any owner of VR368 or any part thereof to pursue a claim against Windsor Park Estates Ltd., Marathon Realty Company Limited, Shaughnessy Place Ltd. or Nelson Skalbania or any other party for their contribution to the costs and expenses of security guard service up to the date of possession of the first townhouse or strata lot on Lot 1; and
- (f) to construct, maintain, repair, replace and renew at the Developer's sole cost and expense an electrically operated gate or gates satisfactory to the Corporation across or around the southern boundary of the New Roads leading onto West 37th Avenue, PROVIDED that keys, magnetic cards or radio transmitters activating such gate or gates are supplied to the occupants, owner or owners in VR368;
- OR*

- (g) that the Developer shall not remove any existing large trees shown on the Plan to the east of the existing chain link fence which is outlined in red except one birch tree; and
- (h) to install, at the Developer's sole cost and expense, three stop-signal lights including all necessary fittings, wiring and attachments and one speed bump, all to be installed in the Existing Road Area as shown on the Plan. The stop-light signals shall be activated by the same control presently used by the Corporation for its garage exit door.

2. The Corporation agrees with the Developer that:

- (a) once Parking Lot A and Parking Lot B and the related roads to each such area are completed and made available for the use of the occupants or owner or owners of VR368 then the Corporation shall maintain, repair, replace, renew and clean Parking Lot A and Parking Lot B respectively but not the New Roads; and
- (b) pay for 74/160ths of the costs and expenses outlined in the first sentence of paragraph 1(e) hereof.

3. The Corporation agrees to partially discharge the easement registered in the Vancouver Land Registry Office under No. F43601 to the extent that the Developer must relocate the existing water pipe due to the Developer's proposed development PROVIDED that the Developer:

- (a) shall pay for all costs and expenses of relocating such water pipe including, without limiting all related construction and architectural costs;
- (b) shall grant to the Corporation a new easement in registrable form covering the area for the relocated water line, which easement shall be on the same terms and conditions as that presently registered under No. F43601; and
- (c) in relocating the existing water pipe shall not cause any undue interruption of such service to VR368.

4. Skalbania shall discharge easement register J in the Vancouver Land Registry Office under No. F43604 and shall execute and deliver to the Corporation in registrable form the easements attached as Schedule B hereto, which easements relate to the exclusive use of Parking Lot A and Parking Lot B and the common use of the New Roads, all at no cost to the occupants or owner or owners of VR368.
5. Subject to the Strata Lot Owners in the Corporation passing proper resolutions at a general meeting or meetings of the Strata Corporation adopting this Agreement, including the granting and discharging of easements as described herein and subject to the Developer observing and performing all terms and conditions of this Agreement, the Corporation agrees to discharge the road easement registered in the Vancouver Land Registry Office under No. F43602, partially discharge the easement referred to under paragraph 3 hereof and grant to Skalbania an easement in the form attached as Schedule "C" in registrable form relating to the common use of portions of the Existing Road and New Roads within VR368.
6. The Developer agrees to pay for all costs and expenses relating to the preparation and registration of all easements, agreements and discharges required by this Agreement including, without limiting, survey, legal and Land Registry Office fees and disbursements.
7. The Developer expressly acknowledges that all obligations under this Agreement to be performed by the Developer shall be in accordance with all requirements of the City of Vancouver and all departments thereof.
8. Upon execution of this Agreement, the Developer shall deposit with the Corporation's solicitors a letter of credit in the amount of Fifteen Thousand Dollars (\$15,000.00) and in a form satisfactory to the Corporation covering the costs of all work to be performed by the Developer

*alk*  
FJB

under paragraph 1(a)(i) hereof and that portion of the New Roads adjacent to Parking Lot A and should the Developer fail to meet such obligations under paragraph 13, the Corporation may draw on such letter of credit to cover the cost to perform and complete such work and obligations.

9. All covenants, agreements and conditions on the part of Realmar and Skalbania shall be deemed to be joint and several.

10. Prior to Realmar or Skalbania disposing of their respective interest in Lot 1, Realmar and Skalbania shall obtain an agreement from their respective successors and assigns to agree with the Corporation to be bound by all of the terms, covenants and conditions herein contained.

11. Each party hereto will from time to time and at all times upon every reasonable request of the other do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things for better assuring unto the other the rights, liberties and easements hereby granted and to implement the intent herein.

12. Time shall be of the essence herein.

13. Notwithstanding anything contained herein and notwithstanding that construction of Lot 1 or any part thereof is not commenced by the Developer, the Developer shall, within one year from the date of this Agreement, perform its obligations contained in paragraph 1(a)(i), paragraph 1(b) relating to that portion of the New Roads adjacent to Parking Lot A, paragraph 4 and paragraph 6 hereof.

14. All of the terms, agreements and conditions of this agreement shall extend to and be binding upon Realmar and Skalbania and their

2/12  
PDS

respective successors and assigns and enure to the benefit of and may be enforced by the Corporation, its successors and assigns.

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

*P. H. P. 1975*

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

*[Signature]*  
Member of Strata Council

THE COMMON SEAL of REALMAR  
DEVELOPMENTS CORPORATION was  
hereunto affixed in the presence  
of:

*[Signature]*  
President

THE CORPORATE SEAL of  
N.H. SKALBANIA LTD. was hereunto  
affixed in the presence of:

*[Signature]*  
DIRECTOR

DO NOT WRITE ABOVE THIS LINE FOR LAND REGISTRY USE ONLY

SUBSTITUTE FORM C - PARTICULARS

Nature of charge(s)

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

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

Declared Value \$

Signature of Applicant (Solicitor or Agent)

For Land Registry Office use only.

FBK75/5

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_, 197 .

BETWEEN:

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

(hereinafter called the "Grantor")

OF THE FIRST PART,

AND:

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 "Grantee")

OF THE SECOND PART.

WHEREAS:

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

*ASB*

Common Property. Strata Plan No. VR 368 (hereinafter called the "Dominant Lands").

C. At the request of the Grantee, the Grantor has agreed to grant easements for the purposes herein contained over the portions of the Servient Lands more particularly described herein 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 and other good and valuable consideration, the parties hereto covenant and 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:

(a) 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 to go, enter, return, pass and repass by day and by night, on foot with or without vehicles, equipment, supplies, materials and animals along, over, upon or through those portions of the Servient Lands shown outlined in red (hereinafter called the "Road Easement") on the explanatory plan (hereinafter called the "Explanatory Plan") prepared by \_\_\_\_\_, B.C.L.S. and certified on \_\_\_\_\_, 197\_\_, a paper print of which is attached as Schedule "A" hereto, for the purposes of ingress to and egress from the Dominant Lands and ingress to and egress from the Parking Easement hereafter defined;

(b) for the exclusive 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 the full, free, exclusive and uninterrupted right, licence, liberty, easement, privilege and permission at all times and from time to time to use, go, enter, return pass and repass by day and by night, on foot



or with or without vehicles, equipment, supplies, materials and animals along, over, upon and through that portion of the Servient Lands shown outlined in green (hereinafter called the "Parking Easement") on the Explanatory Plan for the purpose of parking or storing any kind of vehicle, equipment or other moveable property;

and for the purposes aforesaid the Grantee may, but shall not be obliged to:

- (i) construct, maintain, repair, renew, replace, inspect, clear and clean a road on the Road Easement together with drains, curbs, traffic control signs, landscaping, speed bumps, lights and traffic islands, as the Grantee may reasonably require;
- (ii) construct, maintain, repair, replace, renew, inspect, clear, landscape and clean parking areas on the Parking Easement;
- (iii) maintain the existing gatehouse located near and around the north east corner of the Servient Lands and erect and maintain a fence or other boundary and a gate or gates across or around or in the Road Easement at such point or points and at such place or places as the Grantee may, from time to time, determine for the purposes of regulating entry to the Dominant Lands or the Servient Lands as the Grantee may, from time to time, deem necessary or expedient. Such fence or other boundary or such gate or gates may be locked or be so erected or maintained PROVIDED that keys, magnetic cards or radio transmitters activating such gate or gates are supplied to the occupants and owner or owners of Servient Lands; and
- (iv) keep and maintain the Road Easement and Parking Easement (hereinafter collectively called the "Easements") in a condition satisfactory to permit its use in accordance with the tenor of this Indenture including the right to enter upon the Easements and any portion of the Servient Lands reasonably required for the purposes by the Grantee.

In exercising the rights granted by this paragraph 1, 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. TO HAVE AND TO HOLD the Easements as easements 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 Easements 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 Road Easement to be used for the purpose of parking or storing any kind of vehicle, equipment or other moveable property; and
- (b) obstruct or interfere or permit any person claiming under it to obstruct or interfere, unnecessarily with the use of the Road Easement by the Grantor, its servants, agents, tenants, invitees and licencees and others having like rights over the Road Easement.

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 and subject to the prior written consent of the Grantee, such consent not to be unreasonably withheld, at all times and hereafter and from time to time:

- (a) to interrupt the use of the Easements after fourteen days prior notice by a visible legible sign or signs posted in a conspicuous place or places upon or adjacent to the Easements and after fourteen (14) days prior written notice has been delivered personally to a Strata Council member of the Grantee (other than in the case of an emergency when no notice is required) for the purpose 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 Easements as the Grantor may reasonably require and altering, enlarging, extending, removing, repairing, renewing, maintaining, inspecting, and replacing the same as may be reasonably required by the Grantor;

and *PSB*

- (ii) constructing, maintaining, repairing or renewing such garden, park, recreation and landscape areas and facilities as the Grantor may reasonably require; PROVIDED that such interruptions shall be for as short a time as is reasonably possible in the circumstances and PROVIDED that the Easements are immediately restored to their former condition;
- (b) to grant easements or rights of way in, over, under or through the Easements for any purpose but subject to the prior rights of the Grantee;
- (c) to erect and maintain a fence or other boundary and a gate or gates across or around or in the Road Easement 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 gates 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. Such fence or other boundary or such gate or gates may be locked or be so erected or maintained PROVIDED that keys, magnetic cards or radio transmitters activating such gate or gates are supplied to the occupants and owner or owners of the Dominant Lands;
- (d) to make, amend and rescind reasonable rules and regulations governing, restricting or affecting the manner in which the Road Easement 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 Road Easement and that such rules and regulations have been approved in writing by the Grantee's strata council and apply equally to the Grantee and the Grantor and others having like rights with respect to the Road Easement, PROVIDED THAT in the exercise of any of such rights, the Grantor and the owner or owners for the time being of the Servient Lands shall not unduly hinder the rights hereby granted by the Grantor to the Grantee.

4. 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.

5. The Grantor covenants and agrees with the Grantee:

- (a) that the Grantor will from time to time and at all times upon every reasonable request and at the cost and charges of the Grantor do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things for the better assuring unto the Grantee of the rights, liberties, rights of way and easements hereby granted including without limiting the generality of the foregoing priority over any financial lien, charge or encumbrance registered against the Servient Lands;
- (b) that save as herein provided the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, rights of way and easements hereby granted without hinderance, molestation or interruption on the part of the Grantor or any person, firm or corporation claiming by, through, under or in trust for, the Grantor; and
- (c) that the Grantor will observe and perform or cause to be observed and performed the terms, obligations and conditions of a letter agreement dated \_\_\_\_\_, 1979 and made between the Grantee as the Corporation and Realmar Developments Corporation and the Grantor as the Developer, a copy of which is attached as Schedule "B" hereto.

6. The right, liberty and easements herein granted by the Grantor to the Grantee shall be construed as being extended to, enure to the benefit of 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, *PSB*

tenants, invitees, licencees, and all other persons with their express or implied permission, and this Indenture and its provisos, reservations, restrictions and limitations herein reserved to the Grantor shall be construed as referring to and binding upon 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 use and enjoy the Road Easement and Parking Easement 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 executed by the Grantor and the Grantee on the day and year first above written.

THE COMMON SEAL of N. M. SKALBANIA LTD. was hereunto affixed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

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:

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

Schedule "C"

65283

DO NOT WRITE ABOVE THIS LINE FOR LAND REGISTRY USE ONLY

SUBSTITUTE FORM C - PARTICULARS

Nature of charge(s):

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

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

Declared Value: \$

Signature of Applicant (Seller or Agent)

For Land Registry Office use only

FBK77/3

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_, 197 .

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:

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

(hereinafter called the "Grantee")

OF THE SECOND PART.

WHEREAS:

A. The Grantee is the registered owner of all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, Province of British Columbia and being more particularly known as Lot 1, Block 901, District Lot 526, Plan 16502 (hereinafter called the "Dominant Lands");

B. 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, Province of British Columbia more particularly known and described as the

*[Handwritten signature]*

Common Property, Strata Plan No. VR 368 (hereinafter called the "Servient Lands").

C. At the request of the Grantee, the Grantor has agreed to grant an easement for the purposes herein contained over that portion of the Servient Lands more particularly described herein 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 and other good and valuable consideration, the parties hereto covenant and 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 to go, enter, return, pass and repass by day and by night, on foot with or without vehicles, equipment, supplies, materials and animals along, over, upon or through those portions of the Servient Lands shown outlined in red (hereinafter called the "Road Easement") on the explanatory plan (hereinafter called the "Explanatory Plan") prepared by \_\_\_\_\_, B.C.L.S. and certified on \_\_\_\_\_, 197\_\_, a paper print of which is attached as Schedule "A" hereto, for the purposes of ingress to and egress from the Dominant Lands and for the purposes aforesaid the Grantee may:

- (a) construct, maintain, repair, renew, replace, inspect, clear and clean a road on the Road Easement together with drains, curbs, traffic control signs, landscaping, speed bumps, lights and traffic islands, as the Grantee may reasonably require; and
- (c) keep and maintain the Road Easement in a condition satisfactory to permit its use in accordance with the tenor of this Indenture including the right to enter upon the Road Easement and any portion of the Servient Lands reasonably required for the purposes by the Grantee.

In exercising the rights granted by this paragraph 1, 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. TO HAVE AND TO HOLD the Easements as easements 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 Road Easement 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 Road Easement to be used for the purpose of parking or storing any kind of vehicle, equipment or other moveable property; and
- (b) obstruct or interfere or permit any person claiming under it to obstruct or interfere, unnecessarily with the use of the Road Easement by the Grantor, its servants, agents, tenants, invitees and licencees and others having like rights over the Road Easement.

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 and subject to the prior written consent of the Grantee, such consent not to be unreasonably withheld, at all times and hereafter and from time to time:

- (a) to interrupt the use of the Road Easement after fourteen days prior notice by a visible legible sign or signs posted in a conspicuous place or places upon or adjacent to the Road Easement and after fourteen (14) days prior written notice has been delivered personally to the Grantee or a Strata Council member of the Grantee (other than in the case of an emergency when no notice is required) for the purpose 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

*RB*



or any other service or thing that may be so transmitted, or any of them in, upon, over, under or through the Easements as the Grantor may reasonably require and altering, enlarging, extending, removing, repairing, renewing, maintaining, inspecting, and replacing the same as may be reasonably required by the Grantor; and

- (ii) constructing, maintaining, repairing or renewing such garden, park, recreation and landscape areas and facilities as the Grantor may reasonably require;  
PROVIDED that such interruptions shall be for as short a time as is reasonably possible in the circumstances and  
PROVIDED that the Road Easement is immediately restored to its former condition;
- (b) to grant easements or rights of way in, over, under or through the Road Easement for any purpose but subject to the prior rights of the Grantee;
- (c) to erect and maintain a fence or other boundary and a gate or gates or gatehouse across or around or in the Road Easement 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 gates or gatehouse for the purpose 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 or be so erected or maintained and the right of passover and use over the Road Easement shall not be so impeded or obstructed so as to impede or obstruct the free use and enjoyment of the Road Easement 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 Road Easement 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 Road Easement and that such rules and regulations have been approved in writing by the Grantee's strata council and apply equally to the Grantee and the Grantor and others having like rights with respect to the Road Easement.

PJF/2

PROVIDED THAT in the exercise of any of such rights, the Grantor and the owner or owners for the time being of the Servient Lands shall not unduly hinder the rights hereby granted by the Grantor to the Grantee.

4. 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 easement 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 the easement 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.

5. The Grantor covenants and agrees with the Grantee:

- (a) that the Grantor will from time to time and at all times upon every reasonable request and at the cost and charges of the Grantee do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things for the better assuring unto the Grantee of the rights, liberties, right of way and easement hereby granted;
- (b) that save as herein provided the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, right of way and easement hereby granted without hinderance, molestation or interruption on the part of the Grantor or any person, firm or corporation claiming by, through, under or in trust for, the Grantor; and
- (c) that the Grantor will observe and perform or cause to be observed and performed the terms, obligations and conditions of a letter agreement dated \_\_\_\_\_, 1979 and made between the Grantor as the Corporation and Realmar Developments Corporation and the Grantee as the Developer, a copy of which is attached as Schedule "B" hereto. *RS*

6. The right, liberty and easement herein granted by the Grantor to the Grantee shall be construed as being extended to, enure to the benefit of 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 this Indenture and its provisos, reservations, restrictions and limitations herein reserved to the Grantor shall be construed as referring to and binding upon 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 Road Easement 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 use and enjoy the Road Easement subject only to the rights and restrictions herein provided.

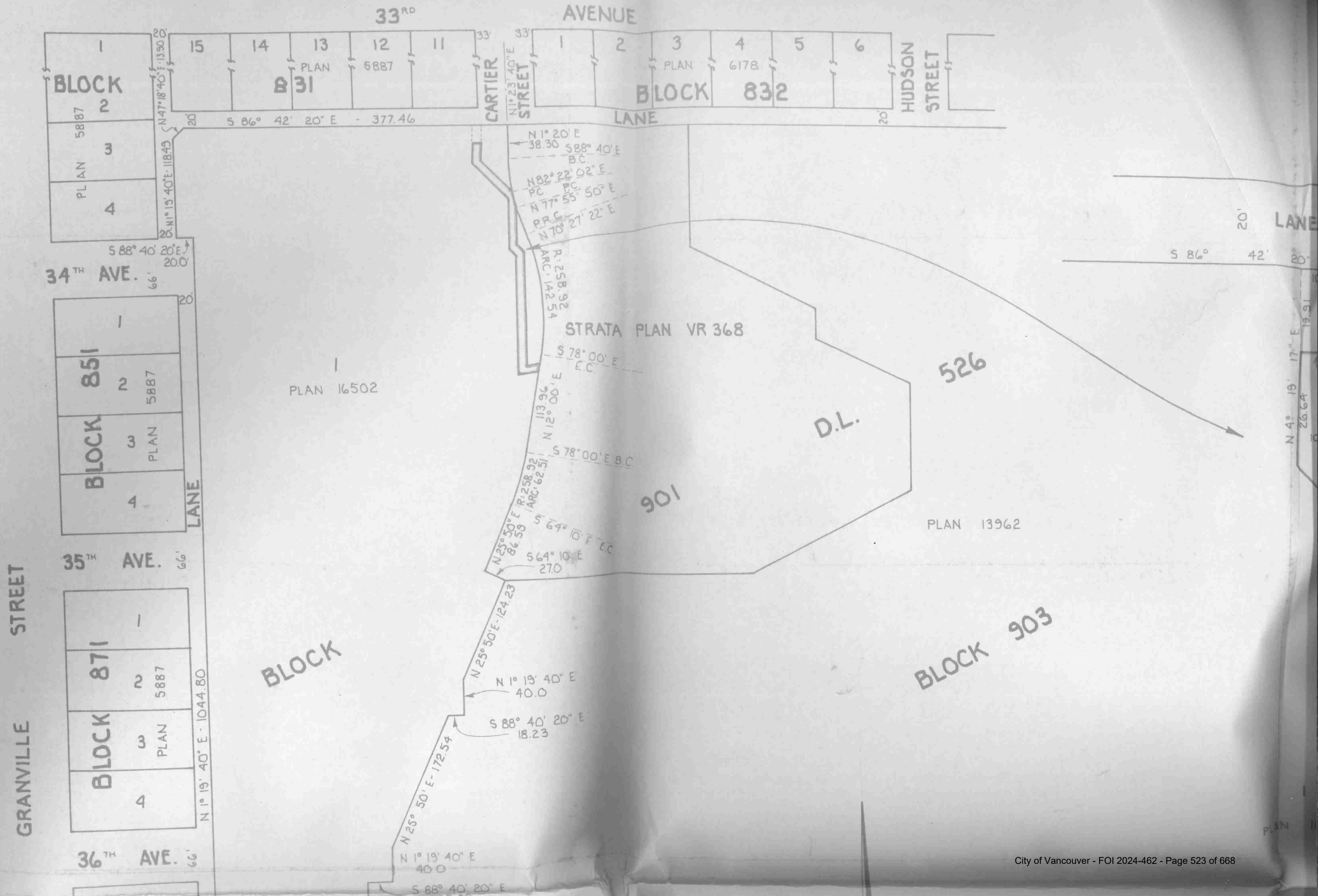
8. Wherever the singular number or the masculine, or neuter gender is used in this Indenture they shall be construed as being the plural or feminine or body corporate and vice versa and wherever the plural is used in this Indenture it shall be construed as being the singular, and vice versa, where the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

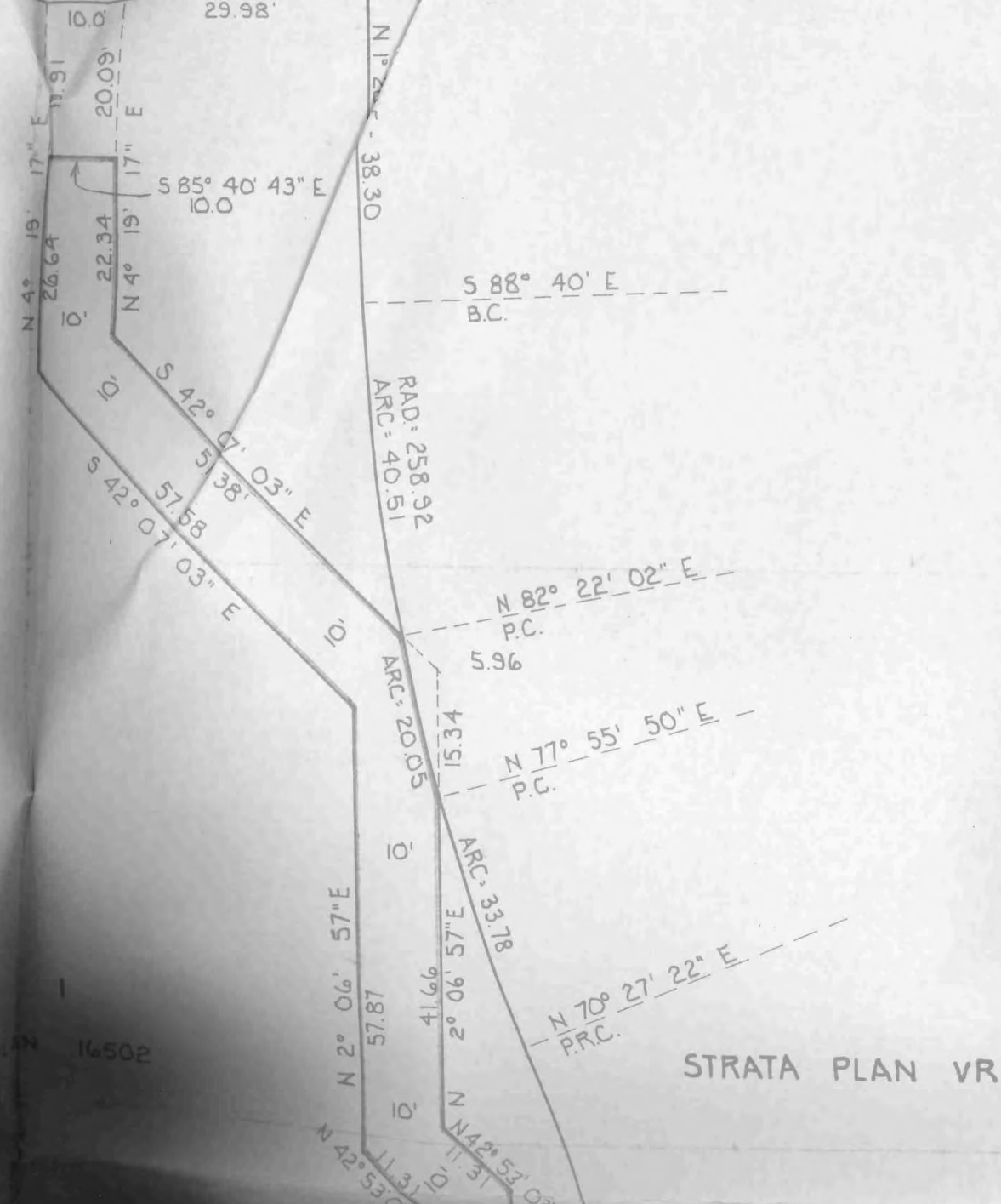
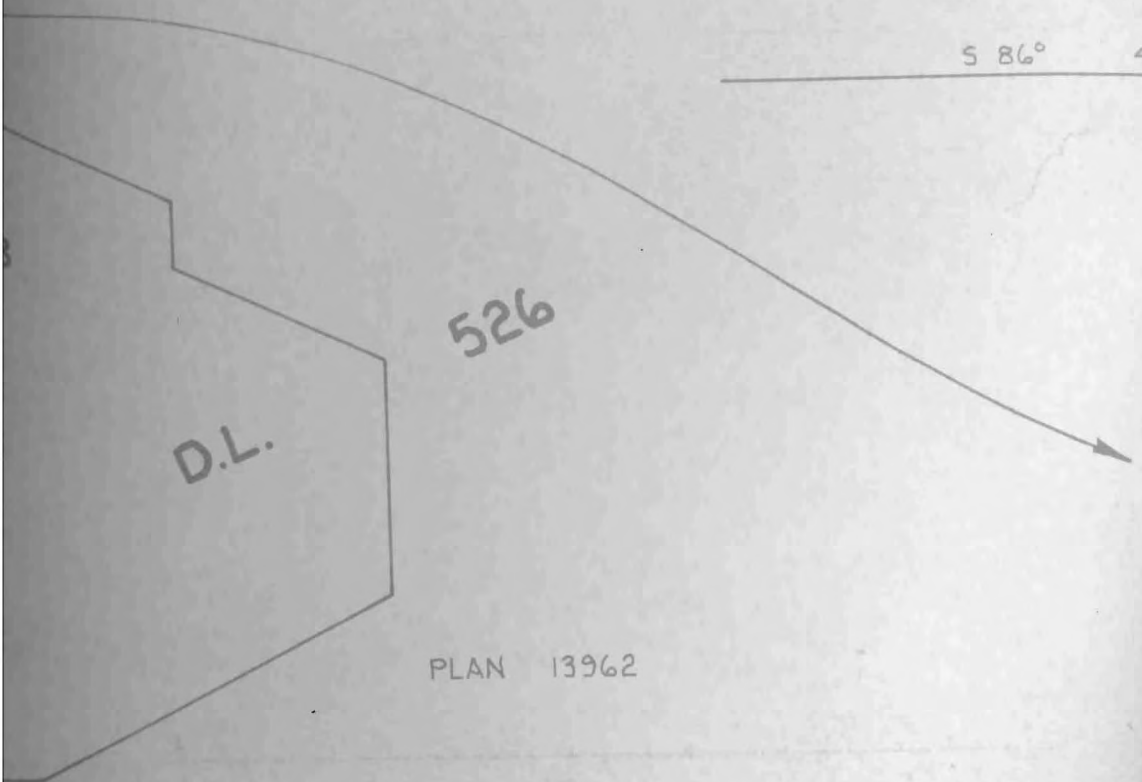
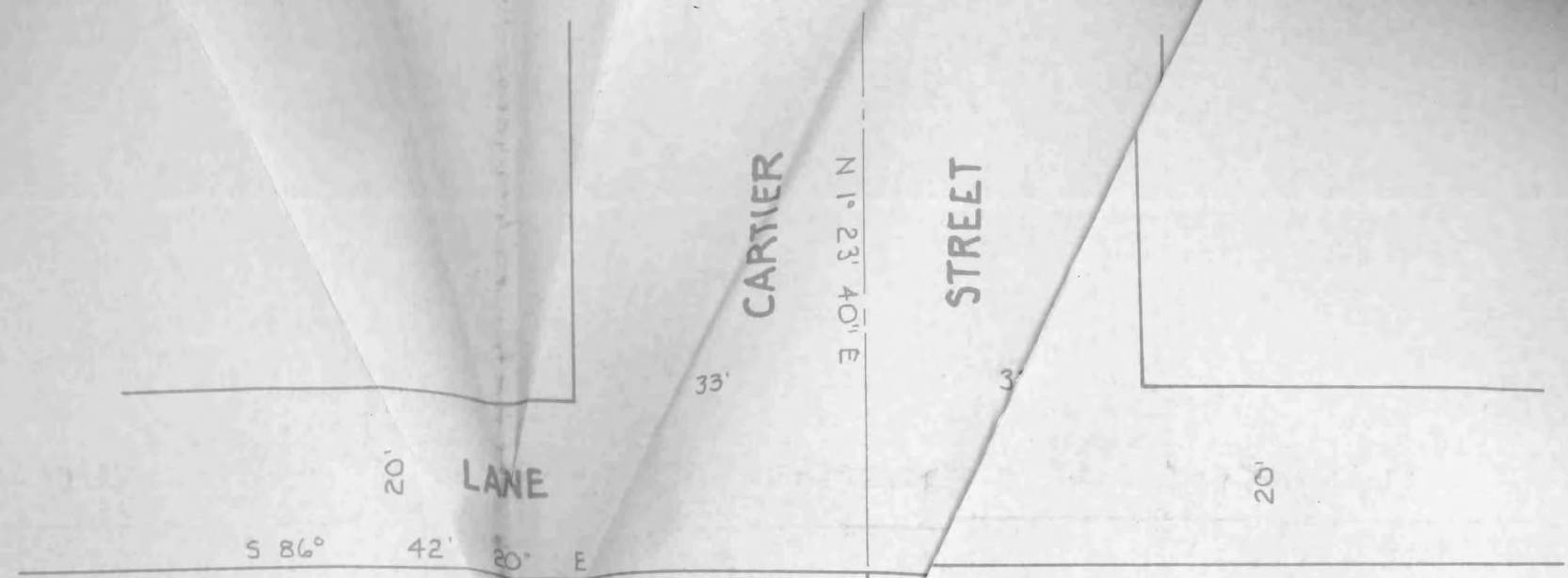
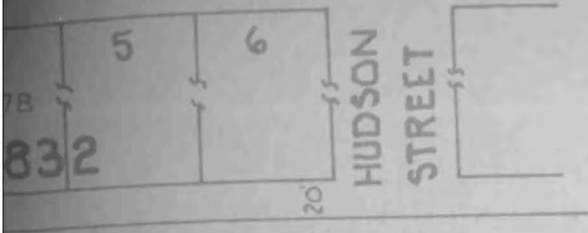
IN WITNESS WHEREOF this Indenture has been duly executed by the Grantor and the Grantee on the day and year first above written.

THE COMMON SEAL of N. M. SKALBANIA LTD. was hereunto affixed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

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:





PLAN OF EASEMENT OVER  
OF LOT 1, BLOCK 901, DIST  
GROUP 1, PLAN 16502,  
NEW WESTMINSTER DISTR

SCALE: 1 INCH = 100 FT

BLOCK 903

STRATA PLAN VR 368

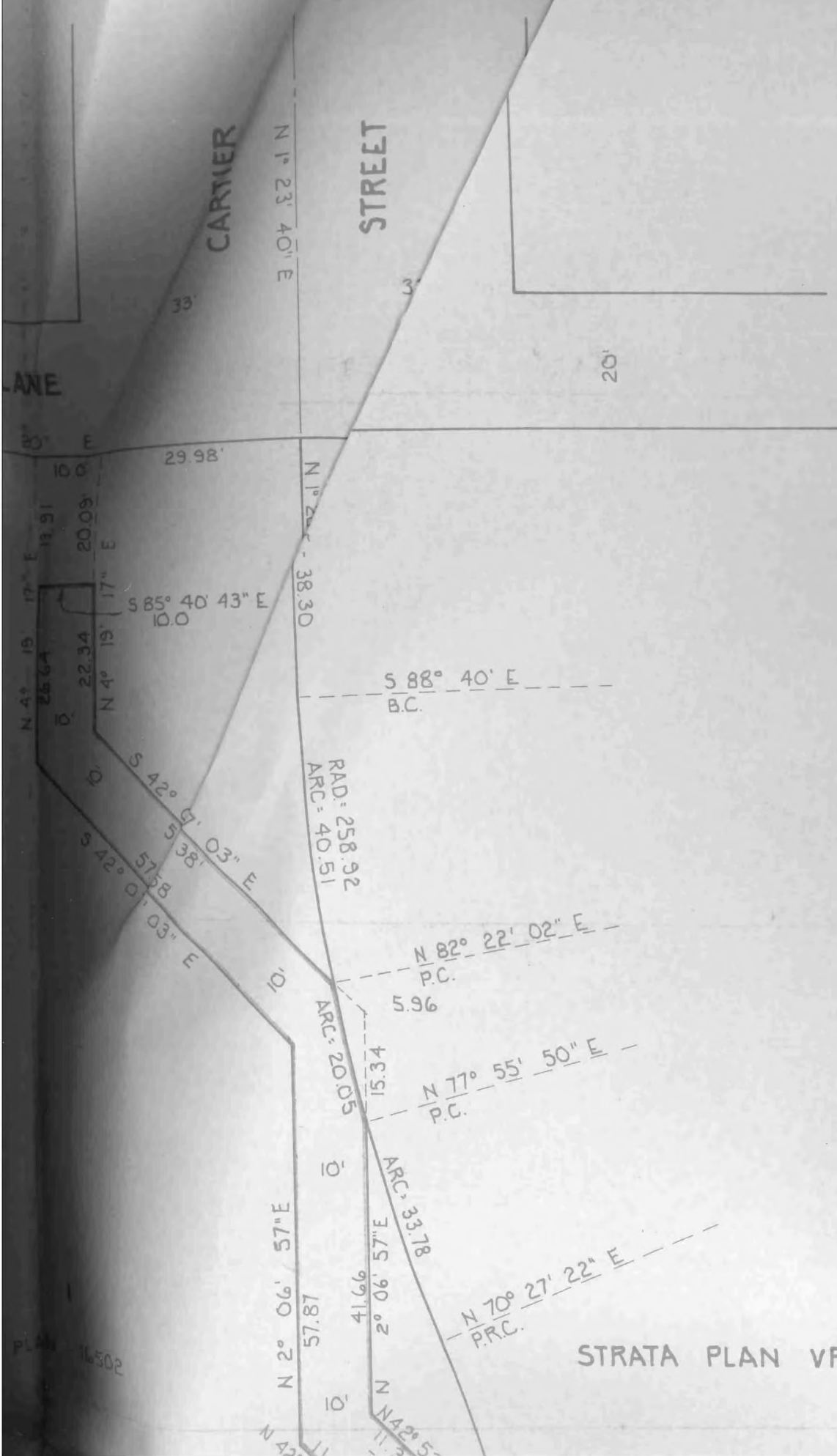
Explanatory Plan

14538

PLAN \_\_\_\_\_

REF. \_\_\_\_\_

DEPOSITED IN THE LAND REGISTRY OFFICE  
AT VANCOUVER, B.C. THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 19\_\_\_\_.



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

SCALE: 1 INCH = 100 FEET

STRATA PLAN VR 368

33' W

N 2° 06' 57" E

140.37

AREA =  
0.070 ACRES (3045 SQ. FT.)

133.65

N 2° 06' 57" E

RAD. = 258.92  
ARC. = 142.54

78° 00' E

E.C.

8.97

N 83° 21' 52" E

10'

15.46

23.74

10.56

83° 21' 52" E

94.43

12° 00' E

113.96

**ENLARGEMENT**

SCALE : 1 INCH = 20 FEET

N 1° 19' 40" E - 2830

175.90

37<sup>TH</sup> AVENUE



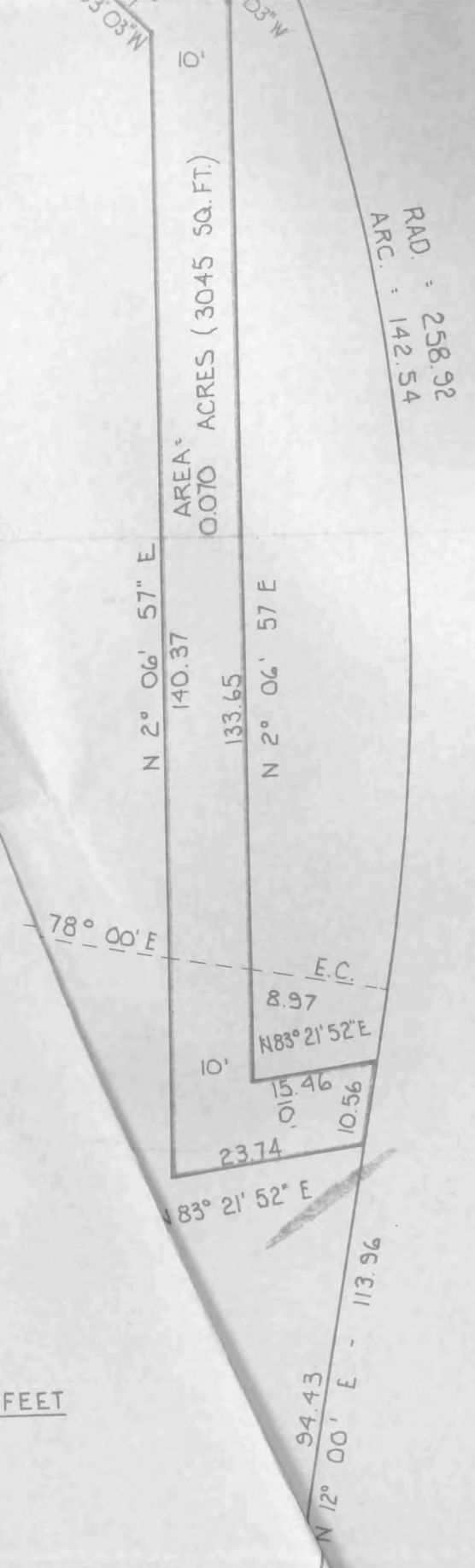
CERTIFIED CORRECT ACCORDING TO LAND REGISTRY  
OFFICE RECORDS THE 5 DAY OF APRIL 1979

*[Handwritten Signature]*

B.C.L.S.

ENLARGEMENT

SCALE : 1 INCH = 20 FEET





BLOCK 891	1	
	2	5887
	3	PLAN
	4	

20.01 S 86° 58' 20" E - 175.90

37<sup>TH</sup> AVENUE

N 1° 19' 40" E - 283.0

28.28

BEARINGS ARE ASTRONOMIC, DERIVED FROM PLAN 16502.

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT.

HELGE JACOBSEN & ASSOCIATES  
 PROFESSIONAL B.C. LAND SURVEYORS  
 940 BRUNETTE AVENUE  
 COQUITLAM, B.C.  
 V3K 1C9  
 TEL. 525-6621

CERTIFIED CORRECT ACCORDING TO LAND REGISTRY OFFICE RECORDS THE 5 DAY OF APRIL, 1979.

*Helge Jacobsen*  
 \_\_\_\_\_  
 B.C.L.S.

ENLA  
 SCALE

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

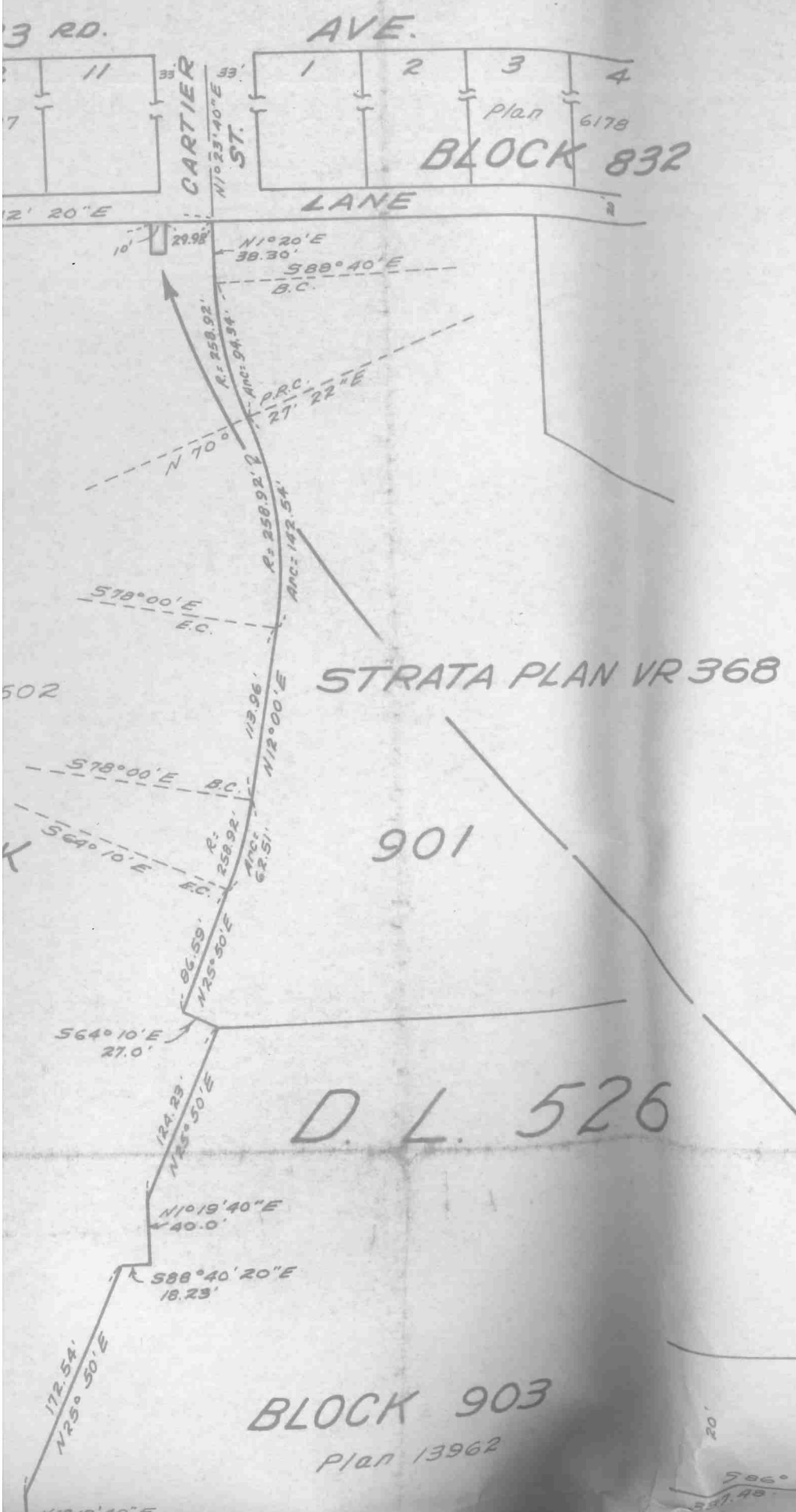
REGISTRAR

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

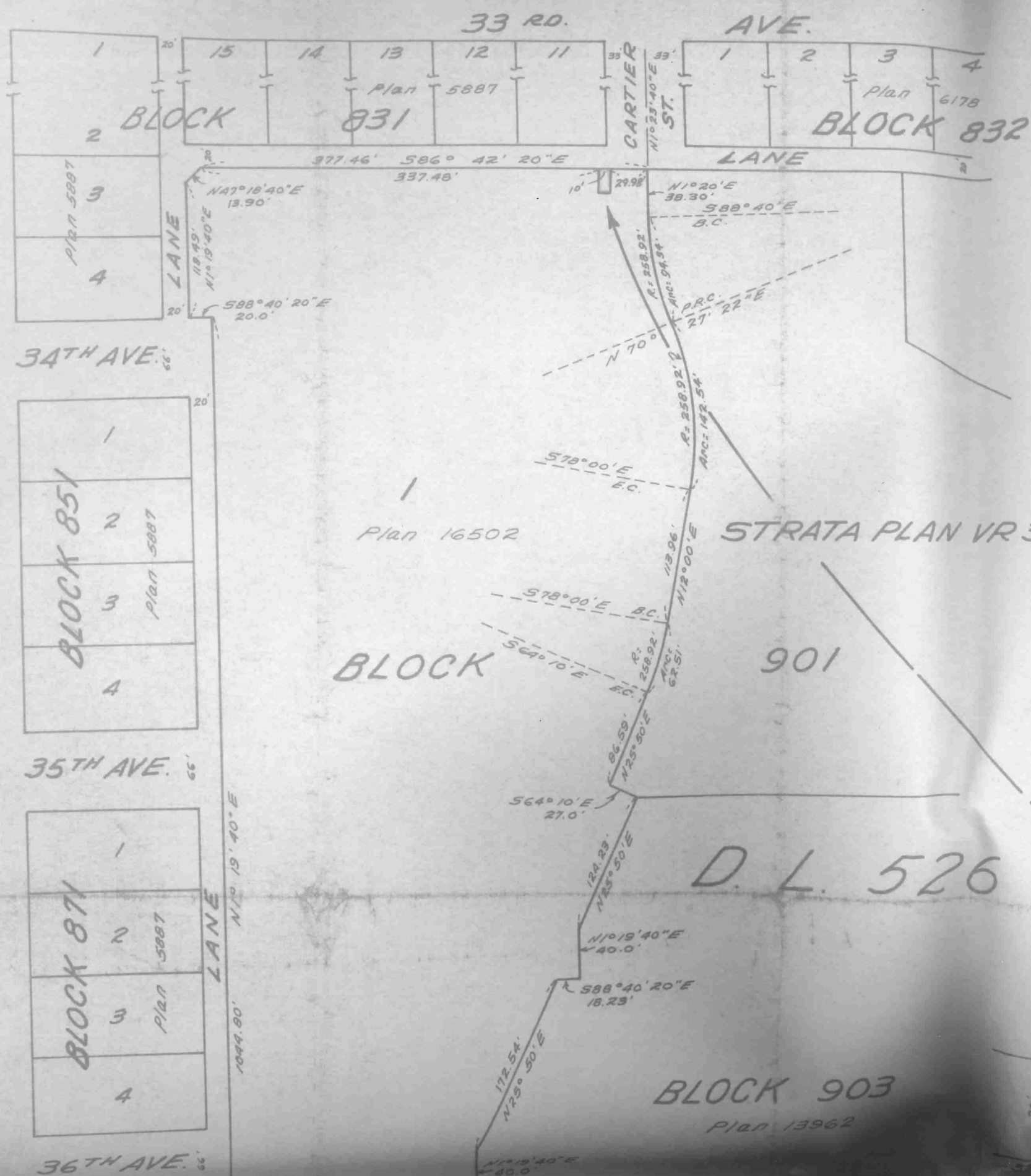
SCALE: 1 INCH - 100 FEET

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



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

SCALE: 1 INCH = 100 FEET

BOOK OF REFERENCE

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

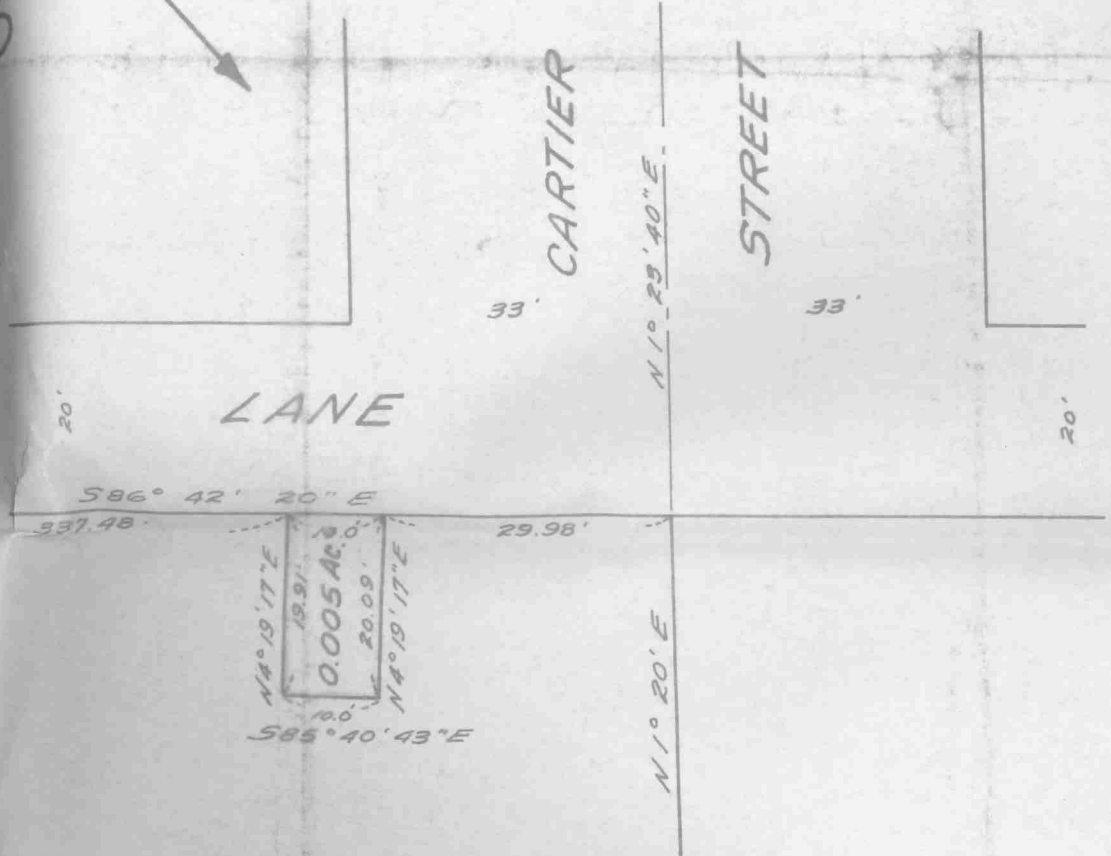
BOOK OF REFERENCE

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

901

D.L. 526

BLOCK 903  
Plan 13962



ENLARGEMENT  
SCALE: 1 INCH - 20 FEET

37TH AVE.

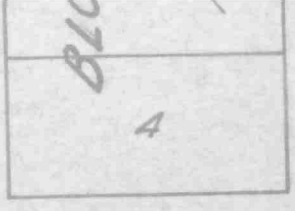
Certified Correct according to Land Registry Office Records:

*F.B. Underhill.*

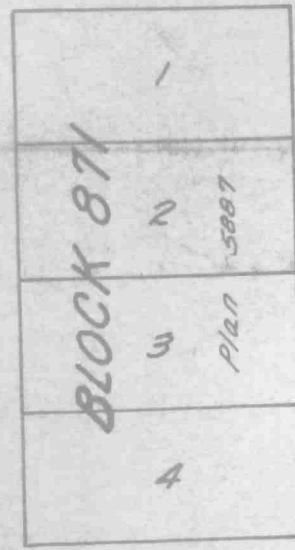
B.C.L.S.

December 31<sup>st</sup>, 1976

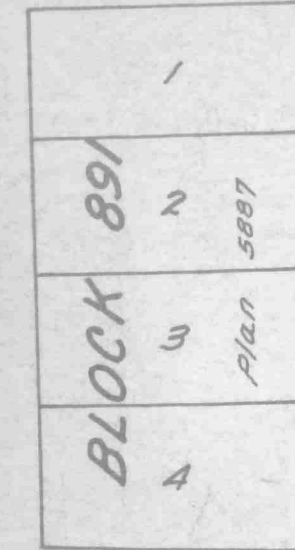
GRANVILLE STREET



35TH AVE. 65'

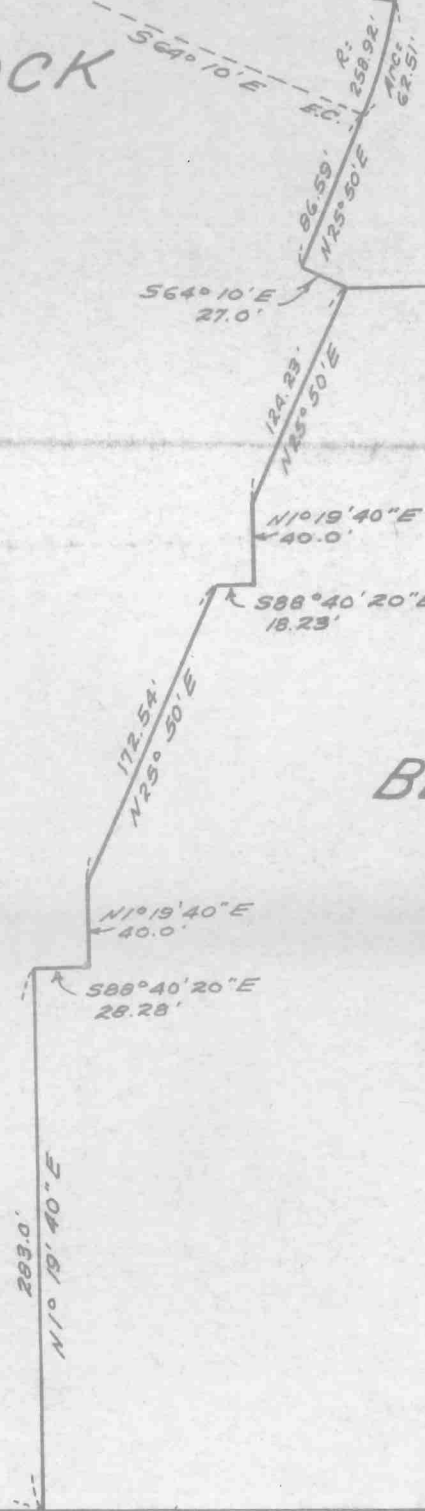


36TH AVE. 65'



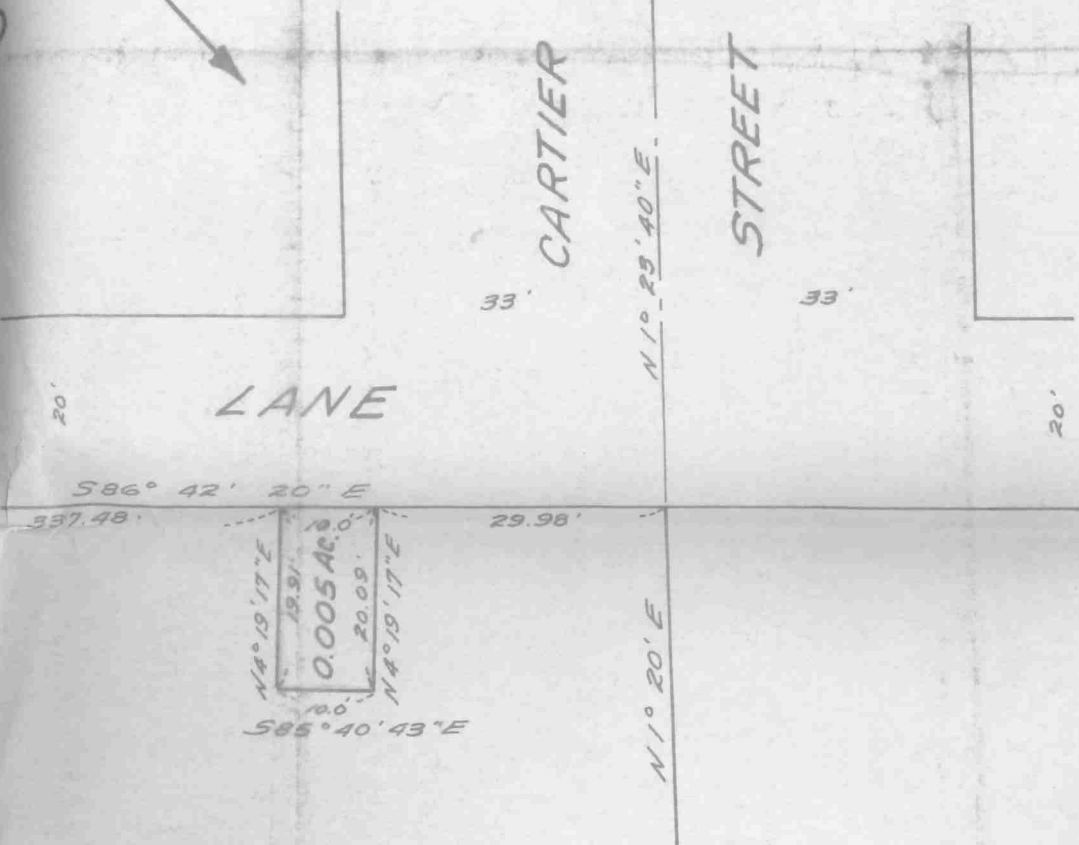
LANE N10°19'40"E 1044.90'

BLOCK 901



BLOCK 903  
Plan 13962

D.L. 526



**ENLARGEMENT**  
SCALE: 1 INCH - 20 FEET

BOOK OF REFERENCE

OWNER	DESCRIPTION
PRIVATE OWNERSHIP	LOT 1, BLOCK 901, D.L. 526, 527

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 31<sup>st</sup>, 1976



V/4

WCL

# WESTERN CONSTRUCTION & ENGINEERING RESEARCH LTD.

8th FLOOR - 1455 WEST GEORGIA STREET, VANCOUVER 5, B.C., AREA CODE 604-688-1551

V/4

PARK BOARD OFFICES  
RECEIVED

March 8, 1973

Parks Board  
City of Vancouver  
2099 Beach Avenue  
Vancouver 5, B. C.

MAR 9 4 1973 597  
REG. NO. \_\_\_\_\_  
FILE NO. \_\_\_\_\_  
REF. TO \_\_\_\_\_

WV to discuss with [Signature]

Attention: Mr. W. Livingstone

Re: Shaughnessy Place Ltd. - Development  
Subject: Recirculation of Lakes

Gentlemen:

Consequent on meeting held at your offices on March 7, 1973 between Mr. W. Livingstone and our <sup>s.22(1)</sup> [redacted] -- we confirm the basis on which we are prepared to contribute toward the capital cost of recirculating your general lakes in the VanDusen Gardens with the lake adjacent to our property.

Reference is made to the D. W. Thompson & Co. letter of November 20, 1972 and, in particular, to their recommended system of installation as contained on page 5 of the study.

We agree to contribute to the extent of \$18,000 for pump house and equipment as suggested by the Parks Board, subject to the following:

1. That our contribution is on a one time basis only and any additional capital cost over that contained in the estimate for pump house and pumping equipment would be at the Parks Board expense.
2. That maintenance and operating expense, including power supply and make up water, would be at the Parks Board expense.
3. That Shaughnessy Place Ltd. would enjoy the benefits of such service insofar as the lake adjacent to their property is concerned ~~in perpetuity~~



Parks Board

March 8, 1973

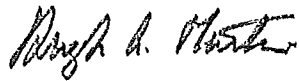
2.

4. That the Parks Board accept, in the space provided, by signing the copy of this letter and returning it to our office.

Thank you for your co-operation in dealing with this matter as we feel that this arrangement would be of mutual benefit.

Yours very truly,

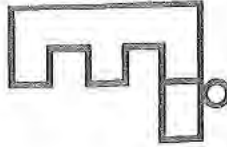
Western Construction & Engineering Research Ltd.



Hugh A. Martin  
President

HAM:DD

ACCEPTED:  
BOARD OF PARKS AND PUBLIC RECREATION  
  
Superintendent



**MARATHON**  
REALTY COMPANY LIMITED

21ST FLOOR - GRANVILLE SQUARE  
200 GRANVILLE STREET - VANCOUVER, B.C. V6C 1S4  
682-2332

June 17, 1976

*File*

*V/4*

Mr. Steven Cripps,  
Planner,  
Vancouver Parks Board,  
2099 Beach Avenue,  
VANCOUVER, B.C.

Dear Mr. Cripps,

Re: Telephone Conversation Between Ourselves June 8 - Concerning  
Upper Lake in Van Dusen Gardens.

---

In the above referenced telephone conversation, you asked if Parks Board might utilize some of our top soil to expedite the completion of the embankment around the Upper Lake in Van Dusen Gardens. In particular it has been acknowledged that this is a Parks Board responsibility which to date has not been fully carried out. I authorized the use as per your request as a matter of goodwill in the process of getting this mutually advantageous project completed.

Attached is a rather disturbing letter to myself from **s.22(1)** of Shaughnessy Place Ltd. The letter is self-explanatory. I am disappointed in the actions of the Parks Board as indicated in **s.22(1)**'s letter, and feel that you have over-stepped the goodwill of our company. I seek a written explanation for this and some indication of how you intend to set it right. Also, I continue to request the information concerning your timing and costs for this Upper Lake project which you promised me some six or seven weeks ago.

Sincerely,  
MARATHON REALTY COMPANY LIMITED

*J. Lowden*

J. Lowden  
Manager, Planning.

cc: Mrs. May Brown, Chairwoman, Vancouver Parks Board  
Mr. Steven Lefaux, Superintendent, Vancouver Parks Board  
**s.22(1)**, Shaughnessy Place Ltd.





# Shaughnessy Place Ltd.

8TH FLOOR, 1455 WEST GEORGIA ST.,  
VANCOUVER 5, B.C., PH. (604) 688-1551

V/4

File "Cantosen"

MINUTES of meeting held at Parks Board offices, May 26, 1976  
at 2:00 p.m.

PRESENT	Parks Board	L. Forster ✓
	Marathon	S. Cripps
	Shaughnessy	J. Lowden
		s.22(1)

### PURPOSE OF MEETING:

To introduce Marathon Realty into the Shaughnessy Place situation with Parks Board regarding previous understandings and to discuss expected completion dates on the lake adjoining the Apartment.

Mr. Foster indicated they were now doing some preliminary contour work on the lake but expressed some doubt as to sufficient funds to complete.

Mr. Lowden suggested that Marathon might be able to make up any shortfall on money required to complete if they could offset the expenditure as a credit for work being negotiated with Parks Board in False Creek, but Mr. Forster stated that this would not be possible.

s.22(1) stated that the Parks Board, by agreement in their letter of July 25, 1975, owes a sum of \$4,000.00 to Shaughnessy Place Ltd. as the Parks Board contribution towards a common usage fence which was built by Shaughnessy Place Ltd., and that this could be used by the Parks Board to offset specific works required to finish the Lake.

Mr. Forster agreed that the Parks Board would proceed immediately to complete the Lake; that they would supply to Marathon Realty Company Limited a budget for completion and some indication as to how far they could go on the funds presently available; that in any event they would proceed continuously on the basis they would advise Marathon Realty Company

Limited if they were running into financial problems, so that Marathon Realty Company Limited could have sufficient time to discuss any assistance required.

The meeting adjourned at 4:00 p.m.

s.22(1)

cc: J. R. McLernon  
D. G. Aitken



RECEIVED

JUN 17 1976

Shaughnessy Place Ltd.

8TH FLOOR, 1455 WEST GEORGIA ST.,  
VANCOUVER 6, B.C., PH. (604) 6881351

June 16, 1976

Marathon Realty Company Limited  
21st Floor, 200 Granville Square  
Vancouver, B. C.

Attention: Mr. J. Lowden

Gentlemen:

We acknowledge your letter of June 8th confirming your permission given to the Parks Board to use our stock piled top soil.

The Parks Board had questioned me about this material previously and we advised that we were holding it for further completion of landscaping. We concur, however, that as an expedient measure it should be used for embankment top soil for the lake as it is essential that the lake be completed immediately.

It would appear, however, on checking at the site that this material is not only being placed for lake embankment but also on the MacMillan project and East of the apartment on Parks Board property to the extent that we now have no top soil for completion of our landscaping on the West side of entry road to the apartment and the swimming pool area which is now under construction -- estimated to require 500 - 1000 yards.

Our budget will have to be increased to provide for import top soil.

Yours very truly,

SHAUGHNESSY PLACE LTD.

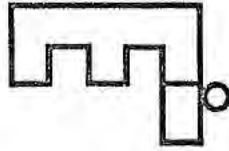
s.22(1)

, Executive Assistant

JHM:DD

cc: Marathon Realty - J. R. McLernon  
D. G. Aitken  
Parks Board - L. Foster  
Stephen Cripps

21ST FLOOR - GRANVILLE SQUARE  
200 GRANVILLE STREET - VANCOUVER, B.C. V6C 1S4  
~~604-222-2226~~  
682-2332



**MARATHON**  
REALTY COMPANY LIMITED

June 8th, 1976

s.22(1)



8467  
Planning  
File

RE: Shaughnessy Place

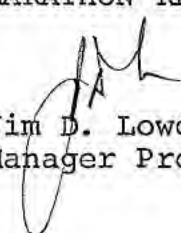
Further to our Parks Board Meeting of May 26th, I have had a telephone discussion with Stephen Kripps with the following results.

He feels that the Parks Board could finish up the lake area on a continuous work basis from this point were we to contribute topsoil necessary to install the embankment planting. Apparently Shaughnessy Place has a stockpile of unused topsoil which the Parks Board has been eyeing and I have given them permission to take this and use it in completion of the lake as an expedient measure.

A letter from Kripps will follow detailing the lake completion and the addition to the fencing along the north lane.

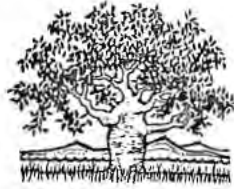
Yours very truly,

MARATHON REALTY COMPANY LIMITED

  
Jim D. Lowden  
Manager Project Planning

JDL/dm

→ c.c. Mr. Stephen Kripps  
c.c. Mr. P. D. Spencer



## Shaughnessy Place Ltd.

8TH FLOOR, 1455 WEST GEORGIA ST.,  
VANCOUVER 5, B.C., PH. (604) 688-1551

June 16, 1976

Marathon Realty Company Limited  
21st Floor, 200 Granville Square  
Vancouver, B. C.

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We acknowledge your letter of June 8th confirming your permission given to the Parks Board to use our stock piled top soil.

The Parks Board had questioned me about this material previously and we advised that we were holding it for further completion of landscaping. We concur, however, that as an expedient measure it should be used for embankment top soil for the lake as it is essential that the lake be completed immediately.

It would appear, however, on checking at the site that this material is not only being placed for lake embankment but also on the MacMillan project and East of the apartment on Parks Board property to the extent that we now have no top soil for completion of our landscaping on the West side of entry road to the apartment and the swimming pool area which is now under construction -- estimated to require 500 - 1000 yards.

Our budget will have to be increased to provide for import top soil.

Yours very truly,

SHAUGHNESSY PLACE LTD.

s.22(1)

, Executive Assistant

JHM:DD

cc: Marathon Realty - J. R. McLernon

D. G. Aitken

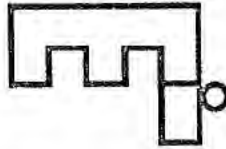
Parks Board

- L. Foster ✓

Stephen Cripps

City of Vancouver - FOI 2024-462 - Page 540 of 668

21ST FLOOR - GRANVILLE SQUARE  
200 GRANVILLE STREET - VANCOUVER, B.C. V6C 1S4  
682-2332



**MARATHON**  
REALTY COMPANY LIMITED

*file*

June 17, 1976

Mr. Steven Cripps,  
Planner,  
Vancouver Parks Board,  
2099 Beach Avenue,  
VANCOUVER, B.C.

*Con May Brown*

*v/4*

Dear Mr. Cripps,

Re: Telephone Conversation Between Ourselves June 8 - Concerning  
Upper Lake in Van Dusen Gardens.

In the above referenced telephone conversation, you asked if Parks Board might utilize some of our top soil to expedite the completion of the embankment around the Upper Lake in Van Dusen Gardens. In particular it has been acknowledged that this is a Parks Board responsibility which to date has not been fully carried out. I authorized the use as per your request as a matter of goodwill in the process of getting this mutually advantageous project completed.

Attached is a rather disturbing letter to myself from **s.22(1)** of Shaughnessy Place Ltd. The letter is self-explanatory. I am disappointed in the actions of the Parks Board as indicated in **s.22(1)**'s letter, and feel that you have over-stepped the goodwill of our company. I seek a written explanation for this and some indication of how you intend to set it right. Also, I continue to request the information concerning your timing and costs for this Upper Lake project which you promised me some six or seven weeks ago.

Sincerely,  
MARATHON REALTY COMPANY LIMITED

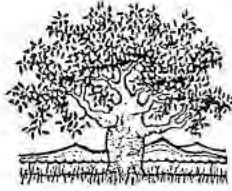
*[Signature]*

*I checked into this and Lowden's statement are misleading. The matter has been settled*

J. Lowden  
Manager, Planning.

cc: Mrs. May Brown, Chairwoman, Vancouver Parks Board  
Mr. Steven Lefaux, Superintendent, Vancouver Parks Board  
**s.22(1)**, Shaughnessy Place Ltd.

*[Signature]*  
*Jul 7/76*



RECEIVED

JUN 17 1976

Shaughnessy Place Ltd. FILE \_\_\_\_\_

8TH FLOOR, 1455 WEST GEORGIA ST.,  
VANCOUVER 5, B.C., PH. (604) 688-1551

June 16, 1976

Marathon Realty Company Limited  
21st Floor, 200 Granville Square  
Vancouver, B. C.

Attention: Mr. J. Lowden

Gentlemen:

We acknowledge your letter of June 8th confirming your permission given to the Parks Board to use our stock piled top soil.

The Parks Board had questioned me about this material previously and we advised that we were holding it for further completion of landscaping. We concur, however, that as an expedient measure it should be used for embankment top soil for the lake as it is essential that the lake be completed immediately.

It would appear, however, on checking at the site that this material is not only being placed for lake embankment but also on the MacMillan project and East of the apartment on Parks Board property to the extent that we now have no top soil for completion of our landscaping on the West side of entry road to the apartment and the swimming pool area which is now under construction -- estimated to require 500 - 1000 yards.

Our budget will have to be increased to provide for import top soil.

Yours very truly,

SHAUGHNESSY PLACE LTD.

s.22(1)

, Executive Assistant

JHM:DD

cc: Marathon Realty - J. R. McLernon

D. G. Aitken

Parks Board

- L. Foster

Stephen Cripps

V/4

June 17, 1976

Mr. Jim D. Lowden,  
Manager Project Planning,  
Marathon Realty Company Ltd.,  
21st Floor, Granville Square,  
200 Granville Street,  
Vancouver, B.C.  
V6C 1S4

Dear Jim:

RE: SHAUGHNESSY PLACE

It is my understanding (confirmed with Larry Foster) from our recent meeting at the Park Board office that the \$4,000.00 originally estimated to be the Park Board's contribution towards fencing along the north lane would be absorbed by Shaughnessy Place Ltd. I trust that this is still the situation.

The Park Board appreciates the top soil which was donated to complete the upper lake area, and will finish this portion of our commitment to you in very short order.

Yours truly,



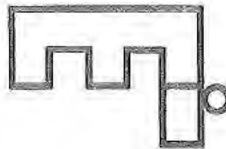
Stephen R. Cripps,  
Park Development Manager.

SRC:ilh

c.c. L. Foster  
s.22(1)



21ST FLOOR - GRANVILLE SQUARE  
200 GRANVILLE STREET - VANCOUVER, B.C. V6C 1S4  
682-2332



**MARATHON**  
REALTY COMPANY LIMITED

June 23, 1976

Mr. Steven Cripps,  
Park Development Manager,  
Vancouver Board of Parks & Recreation,  
2099 Beach Avenue,  
VANCOUVER, B.C.

*✓/4*  
*1760 @ File*  
*Planning*  
*THURSDAY*  
*DISCUSS*

Dear Steven,

Re: Shaughnessy Place - Your Letter of June 17

Unfortunately, your understanding of our recent meeting at the Parks Board Office is not the same as mine. I allowed that the disposition of the \$4,000 which the Parks Board was to contribute towards fencing along the north lane was an item that Marathon could be willing to waive upon the joint examination of Parks of completion details in the Shaughnessy Place area, and an overall agreed upon package towards this end.

Without this information and some kind of agreement which will grow out of it, we are not prepared to unilaterally absolve Parks Board of previous commitments.

Thank you for your letter. I am glad the Parks Board appreciated the top soil.

Sincerely,

MARATHON REALTY COMPANY LIMITED

J. Lowden,  
Manager, Project Planning

cc: s.22(1)

(dictated by Mr. Lowden and signed in his absence).

JL:cMcg

179-1

Mike Macdonald  
Please check with Don  
Burgess on this. Will  
they do it? What are  
the chances that these  
geese will stay where  
they are relocated to?  
BERTS

#402 - 4900 Cartier Street  
Vancouver, B.C.  
V6M 4H2

March 1, 1988  
BOARD OF PARKS  
& RECREATION  
REG. NO. 307 ✓  
REFER TO \_\_\_\_\_  
MAR - 1988  
RELEASED FOR \_\_\_\_\_  
FILING BY [Signature]  
DATE [Signature] 13/88

Vancouver, B.C.  
V6C 1Z4

Dear Mr. Ashford:

RE: PERPETUAL AGGRAVATION - CANADA GEESE  
VAN DUSEN BOTANICAL GARDENS

The upper pond located within the "Gardens" and adjacent to  
Shaughnessy I (a condominium development) is the nesting area for  
a flock of 20 Canada Geese.

The residents have, over a period of years, been constantly disturbed  
by the cackling of geese which commences at daybreak (6 a.m.) and  
continues throughout the daylight hours.

In previous years the Provincial Wildlife Department have passified  
the situation temporarily by having the personnel remove the eggs.

The obvious solution to the problem is to net the geese and relocate  
them to a distant region. The Parks Board have the authority to  
coordinate and stipulate the necessary action through the Provincial  
Wildlife agency.

I have sent a copy of this letter to their appropriate gentlemen as  
noted below.

Please review this situation with the Board members and advise me  
accordingly.

Yours truly,  
[Signature]  
DONALD BYERS

cc Mr. Tom Burgess, Section Head  
Province of British Columbia  
Department of Fish and Wildlife  
10334 - 152A Street  
Surrey, B.C. V3R 7P8  
Telephone: 584-8822

*Mike Macdonald*  
Please check with Don  
Burgess on this. Will  
they do it? What are  
the chances that these  
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they are relocated to?  
*Berts*

Vancouver, B.C.  
V6C 1Z4

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accordingly.

Yours truly,

*Donald Byers*

DONALD BYERS

cc Mr. Tom Burgess, Section Head  
Province of British Columbia  
Department of Fish and Wildlife  
10334 - 152A Street  
Surrey, B.C. V3R 7P8  
Telephone: 584-8822

#402 - 4900 Cartier Street  
Vancouver, B.C.  
V6M 4H2

March 1, 1988  
BOARD OF PARKS  
& RECREATION  
REG. NO. 307 ✓  
REFER TO \_\_\_\_\_  
MAR - 1988  
RELEASED FOR \_\_\_\_\_  
FILING BY \_\_\_\_\_  
DATE \_\_\_\_\_

FILE



BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1141

22 March, 1988

Mr. Donald Byers  
#402-4900 Cartier Street  
Vancouver BC  
V6M 4H2

Dear Sir,

Thank you for your letter regarding the Canada Goose population in the vicinity of VanDusen Botanical Gardens. Staff have contacted the organizations with responsibilities in this matter. These have included the curator of Van Dusen Botanical Gardens, representatives of the B.C. Fish and Wildlife Branch and the Canadian Wildlife Service.

The Canadian Wildlife Service is principally responsible in this region. Their staff will be contacting you in the future. If it is determined that action be required with the geese, then C.W.S. and Parks staff will deal with the matter. Removal of geese is not performed unless a significant majority of the residents favour this action.

I trust this problem can be successfully resolved.

Yours truly,

Commissioner Malcolm Ashford  
Chairman

/jc

10 Years  
of  
Excellence



1978 - 1988  
a Decade  
of Service

# VANCOUVER CONDOMINIUM SERVICES LTD.

200 - 1401 W. 8th AVENUE, VANCOUVER, B.C. V6H 1C9

DEPT. OF PARKS  
& RECREATION

9094  
REFER TO  
AUG - 2 1988  
RELEASED FOR  
FILED BY  
DATE Sept 14/88

July 28, 1988

Mr. Burt Breakwell  
Director of Operations  
Vancouver Parks Board  
2099 Beach Avenue  
Vancouver, B.C.

Dear Sirs;

Re: Shaughnessey Place I  
Van Duson Garden's Pond

This letter confirms your telephone conversation with s.22(1) (Council Vice Chairman Strata Plan VR-368) and the fact that you will seek a permit for chemical removal of a proportionate share of weeds and algae in the above noted pond. This letter also serves to confirm your commitment that in the absence of a permit the area would be cleaned annually.

Thank you for your cooperation in this matter.

Yours truly,

VANCOUVER CONDOMINIUM SERVICES LTD.



Neil Fraser  
Property Manager  
Per the Owners  
Strata Plan VR-368

NF/sm

cc: Council Chairman



BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

FILE

2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1141

1888-1988

*Celebrating A Century of Service.*

September 15, 1988

Our Ref: 1179-1 ✓

Vancouver Condominium Services Ltd.  
200 - 1401 W. 8th Avenue  
Vancouver, B. C.  
V6H 1C9

Attention: Mr. Neil Fraser

Dear Sirs:

RE: VanDusen Gardens - Shaughnessy Place I

With reference to your letter of July 28, 1988 and discussion with s.22(1), the control of the weeds in the upper pond is being planned. Permission from the Department of the Environment to use a herbicide has been requested. However, a decision from them is taking longer than expected.

The manual removal of the weeds is being considered as a last option since this method is very costly and the results would be of a short duration.

Some solution to the weed problem will be sought during this fall and winter seasons.

Yours truly,

A. W. Breakwell  
Director of Operations

AWB/al

c.c. Mr. R. Forster

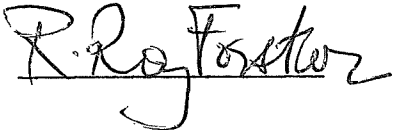
August 10, 1988

MEMO TO: Bert Breakwell  
FROM: Roy Forster  
SUBJECT: VANDUSEN GARDEN POND/SHAUGHNESSEY PLACE 1

---

Present plan is to keep pond filled with fresh water until fall rains and to use no pesticide until October.

Meanwhile, a permit will be applied for to treat the area with Casoron - a pre-emergence herbicide which will prevent re-growth next year. Failing this, I will be requesting added basic funds to remove weeds manually next year.



Roy Forster  
Curator

RF/mb



1888-1988

BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

FILE

2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1141

*Celebrating A Century of Service.*

October 13, 1988

Our Ref: 1179-1

s.22(1)

RE: VanDusen Gardens - Ornamental Pond

With reference to your letter of September 21, 1988, the control of the weeds in the ornamental pond adjacent to Shaughnessy Place 1 is being dealt with and will result in a better situation next season.

The weeds in the ponds were controlled in the past with the use of herbicides. However, a recent Park Board Integrated Pest Management Policy restricts the use of pesticides for aquatic applications. This Park Board policy is intended to regulate and control the use of pesticides in the park system for the safety of the public, the applicator and the protection of the environment.

The impact of the Integrated Pest Management Policy is that several acres of ponds in VanDusen Gardens now rely on other non-chemical means of weed control. One such alternative is the manual removal of the weeds. This alternative is very labour intensive and results in a very short term solution as the aquatic weeds are very prolific. Further, the employment of staff for aquatic weed control would result in a lower level of maintenance in other areas of the gardens. Other non-chemical methods of aquatic weed control have not proven to be very successful.

..... /2

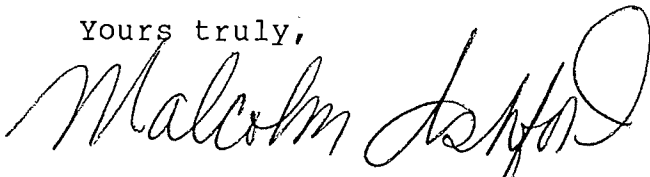


An application has been submitted to the Ministry of Environment to apply a herbicide into the pond in question under very controlled circumstances. Should the Ministry approve the application, the Park Board will also need to approve it. The application would then take place, if approved, in the off season and would result in the control of the weeds for the summer period.

Another means of control will be carried out if the herbicide application fails but the success rate cannot be expected to be as thorough and some weeds will still be evident. However, in general, the Integrated Pest Management Policy takes the higher incidence of weeds into consideration and accepts this condition in order to reduce the use of pesticides.

I trust you will continue be kept in touch with staff as a solution to the weed problem is sought.

Yours truly,

A handwritten signature in cursive script, appearing to read "Malcolm Ashford".

Commissioner Malcom Ashford  
Chairman

c.c. Mr. R. Forster

SEP 22 1988

Sept 19, 1988

Dear Commissioner Ashford,

Further to our conversation on Thursday Sept. 15 re Van Dusen Gardens' lake which abuts the Shaughnessy Place I Condominiums. We enquired in May of Mr. Forster as to what his intentions were about this lake. (Eleven years ago Shaughnessy I had or made an agreement that the water-level of the lake

s.22(1)

s.22(1)

s.22(1)

would be kept stationary and the state of the Lake would be maintained. Mr. Foster said he had no funds for this purpose. The lake level was allowed to drop and the weeds and muck to form. The stench is unbelievable and the sight disgusting. Almost half of our <sup>72</sup> owners have patios and windows overlooking this and

It is now unsafe for me and my Council to walk "in our corridors" as these owners pounce on us.

My Vice-Chairman s.22(1) s.22(1) has been in touch with Mr. Birtwell and Commissioner Bennett, and letters have been written by our management company, Vancouver Condominium Services, and discussions with Mr. Hugh Morrison have taken place. Our latest response has been that the "powers that be" are withholding permission to spray the weeds for environmental reasons.

Do you not think that funds could be found for the "Harassed Mr. Foster" to get at least clean up the lake now, and to keep it in an acceptable condition in the future?

s.22(1)

s.22(1)

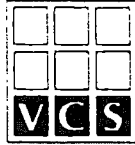
s.22(1)

Thank you for your time and  
involvement in this very smelly  
situation.

Yours sincerely,

s.22(1)

Chairman of the Council.  
Spaughnessy Place I.



C1 VR-368

# VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

April 6, 1989

Van Dusen Gardens  
5251 Oak Street  
Vancouver, B.C.  
V6M 4H1

ATTENTION: Mr. Roy Forrester

Dear Sir:

This is to confirm our conversation of Monday, April 3, 1989 regarding the weeds in the lake. I was pleased to hear that you have already effected a possible solution to the problem by using a non-toxic blue dye in the water in order to block light and choke out the weeds. Let's hope it works.

It would also be appreciated if you would investigate removing some of the broom from the north side of the pond.

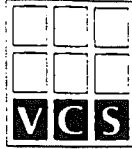
Thank you.

Yours truly,

VANCOUVER CONDOMINIUM SERVICES LTD.

Ann Richards  
Property Manager

AR/ap



C/O in 368

# VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

June 2, 1989

Mr. Roy Forester  
c/o Van Duesan  
Botanical Gardens  
5251 Oak Street  
Vancouver, B.C.  
V6M 4H1

Dear Sirs:

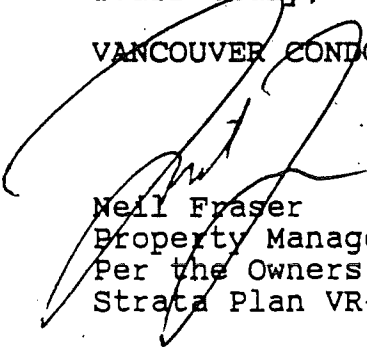
Re: Shaughnessey, Place 1  
Lake Weeds

Further to our telephone conversation of June 1, 1989. We are seeking permission to access the Van Duesan property in order to remove the weeds from the area. We wish to proceed with this work as soon as possible and urge you to get any additional approval that may be required.

Also as discussed; upon removal of the weeds we would appreciate it if additional dye could be put in the water so that the weeds do not regrow.

Yours truly,

VANCOUVER CONDOMINIUM SERVICES LTD.



Neil Fraser  
Property Manager  
Per the Owners  
Strata Plan VR-368

NF/ap



# VanDusen Botanical Garden

Operated by the Board of Parks and Recreation. City of Vancouver

JUN 12 1989

5251 Oak Street  
Vancouver, B.C.  
V6M 4H1  
Phone 266-7194

June 7, 1989

Mr. Neil Fraser  
Vancouver Condominium Services Ltd.  
400-1281 W. Georgia St.  
Vancouver, B.C.  
V6E 3J7

Dear Mr. Fraser:

I have discussed your request with my superior, the Director of Operations, Mr. Bert Breakwell, and we agree to your proposal providing we receive a signed copy of the attached waiver prior to commencement of the work.

Sincerely,

R. Roy Forster  
Curator

RRF/mb  
encl.  
c.c. B. Breakwell



June 7, 1989

REMOVAL OF WEEDS FROM WATER BARRIER BETWEEN  
VANDUSEN GARDENS AND SHAUGHNESSY - PHASE 1

Vancouver Condominium Services undertake to remove all the aquatic plants except for ornamental water lilies from the lake. These will be cut as close to the lake bed as possible as this will facilitate the use of "Aquashade" dye for the prevention of weed re-growth. All material will be removed to an approved land-fill site.

Vancouver Condominium Services absolve the Vancouver Park Board and the City of Vancouver from any responsibility for personal injury to any person or property damage resulting from this work.

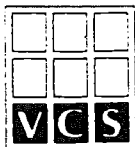
SIGNED \_\_\_\_\_

Vancouver Condominium Services Ltd.

C.C. Bert Breakwell - Director of Operations,  
Board of Parks and Recreation

RRF/mb

C/ - 24-363



# VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

June 12, 1989

Mr. R. Forester  
c/o Van Duesan Botanical Gardens  
5251 Oak Street  
Vancouver, B.C. V6M 4H1

Dear Sirs:

Re: Shaughnessey Place I  
Lake Weeds

Further to our recent telephone conversation and my letter of June 2, 1989, please be advised that the Owners Strata Plan VR-368 and West Coast Horticulture Services absolve the Vancouver Parks Board of any liability arising from the clearing of the weeds from the above-noted pond.

Yours truly,

VANCOUVER CONDOMINIUM SERVICES LTD.

Neil Fraser  
Property Manager  
Per the Owners  
Strata Plan VR-368

NF/11

cc: Council Chairman



# VanDusen Botanical Garden

Operated by the Board of Parks and Recreation, City of Vancouver

5251 Oak Street  
Vancouver, B.C.  
V6M 3H1  
Phone 266-7194

June 19, 1989

Mr. Neil Fraser  
Vancouver Condominium Services Ltd.  
400-1281 W. Georgia St.  
Vancouver, B.C.  
V6E 3J7

Dear Mr. Fraser:

Thank you for your letter dated June 12.

Please let us know when the work will commence, as we may be able to be of assistance.

Sincerely,

Roy Forster  
Curator

RF/mb

C 16 UN 368



# VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

August 3, 1989

Mr. Roy Forester  
c/o Van Duesan Botanical Gardens  
5251 Oak Street  
Vancouver, B.C.  
V6M 4H1

Dear Sirs:

Re: Shaughnessey Place I  
Van Duesan Gardens Lake Weeds

We are writing at this time to again request further assistance from you in resolving the ongoing problem of lake weeds in the above noted lake.

The strata corporation engaged their own landscaper to commence the removal task; yet after an expenditure of \$2,000 and two weeks of labour the project was abandoned due to the prohibitive cost. At the time that the project was stopped more than one fifth of the lake had been cleared. Please note, however, that within two weeks of ceasing the weed clearing, the lake is again virtually covered.

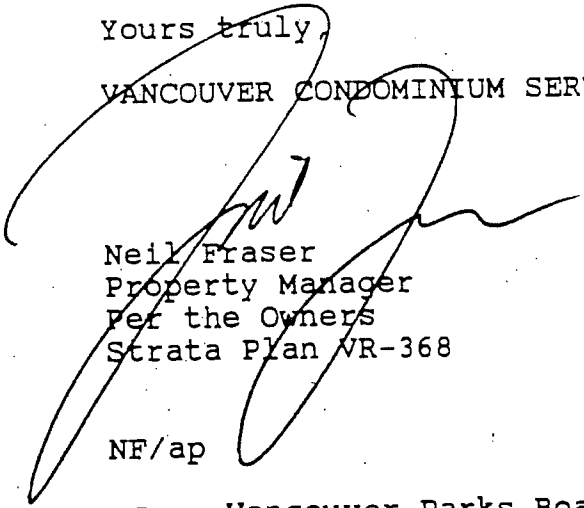
With the above in mind we again request that Van Duesan and the Parks Board utilize a herbicide in the lake. We note that herbicide was utilized last year in two lower garden ponds as signs were posted to indicate the same.

. . . 2

In closing, again we must express our frustration over the time that this issue has dragged. Our initial requests on behalf of the owners of Strata Plan VR-368 commenced some three years ago.

Yours truly,

VANCOUVER CONDOMINIUM SERVICES LTD.



Neil Fraser  
Property Manager  
Per the Owners  
Strata Plan VR-368

NF/ap

cc: Vancouver Parks Board

cc: Strata Council  
Chairman VR-368

AUG 17 1989  
AUG 17 10 00



# VanDusen Botanical Garden

Operated by the Board of Parks and Recreation, City of Vancouver

5251 Oak Street  
Vancouver, B.C.  
V6M 4H1  
Phone 266-7194

August 15, 1989

Mr. Neil Fraser  
Vancouver Condominium Services Ltd.  
400-1281 W. Georgia St.  
Vancouver, B.C.  
V6E 3J7

Dear Mr. Fraser:

This is to advise that we now have a permit to treat the Shaughnessy lake with a herbicide. Between the time the permit was applied for and given, almost a year elapsed.

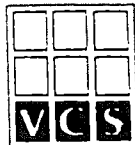
We propose to drain the lake and treat the weeds as if they were on land. Following treatment, the lake will be refilled.

The work will take place between September 5 and 26. We regret any temporary inconvenience this may cause the residents but, at that time of the year, any unpleasant smells resulting from the draining of the pond should be minimized.

Yours truly,

R. Roy Forster  
Curator

RRF/mb



- 16 VR 368

# VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

November 1, 1989

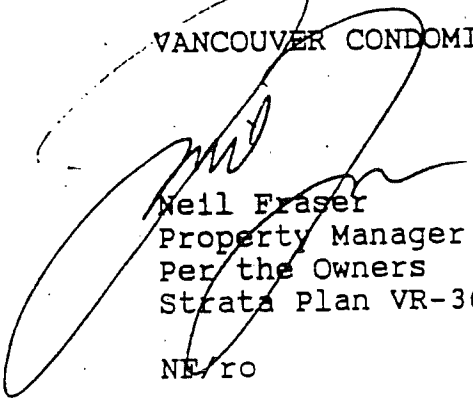
Mr. R. Forester  
Curator  
Van Duesan Botainical Gardens  
5251 Oak Street  
Vancouver, B.C.  
V6M 4H1

Dear Mr. Forester:

We have been instructed to write to you and request a progress report on the lane situation. The strata council is particularly curious as to why the commitment made to the owners of strata palm VR-368 is yet to be fulfilled.

Yours truly,

VANCOUVER CONDOMINIUM SERVICES LTD.



Neil Fraser  
Property Manager  
Per the Owners  
Strata Plan VR-368

NE/ro

C/G UR 368



# VanDusen Botanical Garden

Operated by the Board of Parks and Recreation, City of Vancouver

Nov - 8 1989

5251 Oak Street  
Vancouver B.C.  
V6M 4H1  
Phone 266-7194

November 6, 1989

Mr. Neil Fraser  
Property Manager  
Vancouver Condominium Services  
400-1281 W. Georgia St.  
Vancouver, B.C.  
V6E 3J7

Dear Mr. Fraser:

Regarding your letter dated November 1, perhaps you would like to clarify what you are asking of us. I assume "lane" is a typo for "lake."

The work we undertook, to drain the lake, treat it with herbicide and refill, is now complete. The lake is now slowly refilling and should be up to normal levels before mid winter if we receive normal rainfall. We have expended a considerable amount in labour and materials on this work. Everything possible has now been done within environmentally-safe guidelines. If the problem persists, it will be necessary to remove the weeds mechanically, at an estimated cost of \$30,000.

Such an amount is beyond the resources of the VanDusen Botanical Garden. When the time comes, there may be merit in discussing cost-sharing of the work.

Yours truly,

R. Roy Forster  
Curator

RRF/mb  
c.c. Mr. Bert Breakwell, Director of Operations - Parks Board





REG. NO. 696

REFER TO Burt Breakwell

JUL 10 1990

RELEASED FOR

**VANCOUVER CONDOMINIUM SERVICES LTD.**

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

DATE

July 6, 1990

Vancouver Parks Board  
2099 Beach Avenue  
Vancouver, B.C.  
V6G 1Z4

Attention: Burt Breakwell

Re: 4900 Cartier Street, Vancouver, B.C.  
Van Dusen Gardens

Dear Sirs:

We are again writing on behalf of our clients the owners of Shaughnessey Place I. Despite numerous discussions and no fewer than three letters, our clients are still suffering the effects of the congested pond and stagnant water.

We urge your immediate attention to this problematic situation.

Yours truly,

VANCOUVER CONDOMINIUM SERVICES LTD.

Neil Fraser  
Property Manager  
Per the Owners  
Strata Plan VR-368

*Copy sent  
memo to  
Burt*

TO Roy Forster FROM Buckner  
DEPT. \_\_\_\_\_  
DATE July 10/90

RE Vankluser - Upper Pond  
MESSAGE Pls look into this again and determine what the eventual solution to this problem should be. Look at all options from filling it in to mechanically removing the weeds.  
Draft reply to this letter and return to me in a week

REPLY \_\_\_\_\_ DATE \_\_\_\_\_ 19\_\_\_\_  
JB



# VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

June 25, 1990

Health Department  
City of Vancouver  
3rd Floor  
1060 W. 8th Avenue  
Vancouver, B.C.  
V6H 1C4

Attention: Dr. J. Blatherwick

Dear Sirs:

Re: Shaughnessy I  
4900 Cartier Street, Vancouver, B.C.

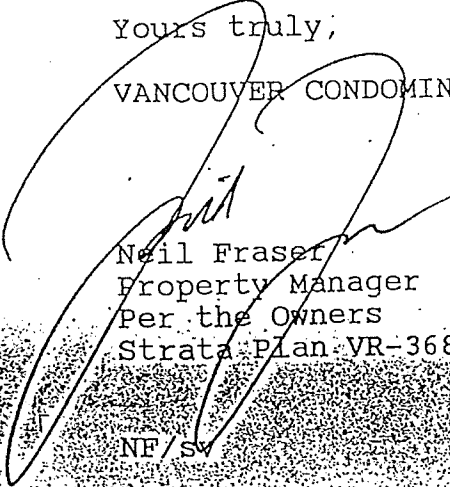
We are writing on behalf of our clients, the owners of Strata Plan VR-368.

Unfortunately a considerable health hazard is beginning to materialize in the pond area between our client's building and Van Dusen Botanical Gardens. Despite numerous requests to the parks board and Van Dusen Gardens to clear this area of weeds and increase the flow of water through the now stagnant pond nothing has been done.

Any assistance you could provide would be appreciated.

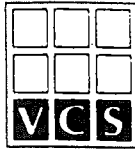
Yours truly,

VANCOUVER CONDOMINIUM SERVICES LTD.

  
Neil Fraser  
Property Manager  
Per the Owners  
Strata Plan VR-368

NF/sv

cc: Council Chairman



C/O. VR 368

# VANCOUVER CONDOMINIUM SERVICES LTD.

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

October 1, 1990

Van Duesan Botanical Gardens  
5251 Oak Street  
Vancouver, B.C.  
V6M 4H1

Attention: Mr. R. Forrester

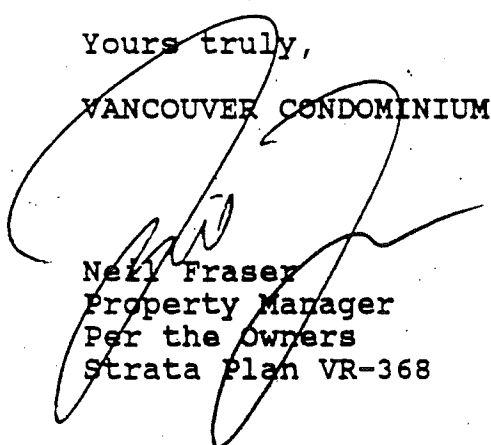
Dear Sirs:

We again write to you regarding the lake adjacent to Van Duesan Gardens and Shaughnessey Place I.

Please advise us as to the status regarding the cleaning up of this pond.

Yours truly,

VANCOUVER CONDOMINIUM SERVICES LTD.



Neil Fraser  
Property Manager  
Per the Owners  
Strata Plan VR-368

NF/af



BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1111

1179-1

FILE

October 3, 1990

s.22(1)



Dear s.22(1)

Re: Lagoon at VanDusen Gardens

I have asked Bert Breakwell, Director of Operations, to fully inform me of the history of this issue and we would be delighted to meet you at the Gardens s.22(1) - say Friday, October 19th, 2:30 p.m., or some other convenient date. Please confirm with Bert Breakwell, 643-2865.

Hopefully we can solve the problem.

Yours truly,

*Art Cowie*  
Commissioner Art Cowie  
Chairman

AC:bcs  
c.c. Bert Breakwell, Director of Operations



Sept 23, 1990.

Dear Mr. Carme,

Thank you for your interest in this matter and please accept this as the abbreviated ' saga ' of the Van Dusen Gardens and Shaughnessy Place I:

This Lagoon was a beautiful asset to both visitors to Van Dusen Gardens and residents of Shaughnessy Place I.

Approximately 2 1/2 years ago, the authorities at the Gardens made a decision to diminish, or stop the flow of water thru the lagoon. As a consequence of this, the pond has become stagnant, and has been completely overgrown with weeds. This has resulted in not only an eye-sore - but a mosquito and odour problem which has been judged by the Vancouver Health Department as a health hazard.

We have made repeated overtures by phone & by mail to the Gardens over this long period of time. In early autumn of 1989, the lagoon was drained, weeded & sprayed (partial credit borne by our residents) - a totally ineffectual operation.

It has been reported that the last communication from Van Dusen Gardens indicates they have no intention of taking any remedial action.

And so, we look to you - and thank

you again for your interest.

We would very much like to meet with you at your convenience - to show you the lagoon - & take you on a personal tour your beautiful gardens!

Sincerely

s.22(1)



1179 1



BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

2090 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1141

November 5, 1990

FILE

s.22(1)  
[Redacted]

Re: VanDusen Gardens/Shaugnessy Place - Upper Pond

Dear s.22(1) [Redacted]

As discussed at our meeting on October 18, 1990 at VanDusen Gardens, a quotation has recently been received for the mechanical removal of the weeds from the pond adjacent to Shaughnessy Place.

The quotation for the work is \$6350 including equipment mobilization/demobilization and could tentatively be scheduled for January 1991.

This mechanical weed removal process is not a permanent solution to the weed growth but, along with other programs, it could delay the need to repeat the removal program for up to about five years.

Based on the discussed 50-50 cost sharing arrangement, your share of this work would be \$3175. Your agreement with the arrangement would permit confirmation with the contractor for early next year. As well, a cheque would be required from you prior to commencement of the project.

I trust this arrangement meets with your approval.

Yours truly,

A.W. Breakwell  
Director of Operations & Maintenance

AWB:tet:1063

c.c: Vancouver Condominium Services Ltd.  
Commissioner Art Cowie, Chairman  
R. Forster, VanDusen





REG. NO. 1051

P. O. BOX 11506  
650 WEST GEORGIA STREET  
VANCOUVER, B. C., CANADA  
V6B 4R7

REFER TO.....

FEB - 6 1991

RELEASED FOR.....

FILING BY.....

DATE.....

DIRECT LINE: 631-9124

*Pls arrange mts - Check with  
Cousin for  
date.*

January 31, 1991

Mr. B. Breakwell  
Manager of Operations  
Vancouver Parks Board  
2099 Beach Avenue  
Vancouver, B.C.,  
V6G 1Z4

Dear Mr. Breakwell:

Re: Van Dusen Gardens and Shaughnessy Place

When I met with you and Mr. Kondrosky early in January you stated that you had been unable to find any written agreement covering the construction and maintenance of the lake forming part of the boundary between Van Dusen Gardens and Shaughnessy Place. We can't find a written agreement either.

The lake was obviously constructed across the boundary with the agreement of both parties and in fact Shaughnessy Place was clearly constructed to take advantage of the lake.

Van Dusen Gardens have maintained the lake at its own expense for some twelve years and it is only in the last two or three years that there have been problems.

In searching our records I came across a "Fact Sheet re Development Plan" prepared by the Vancouver Botanical Gardens Association which was apparently prepared when a desert plant pavilion was being proposed where the old Point Grey reservoir is situated. On page 5 under paragraph (8) of the Fact Sheet the following appears:

"(8) The Botanical Garden maintains the lake that forms a water barrier between Shaughnessy Place and the Garden. Ornamental trees and water lilies have been planted in the vicinity. The lake has no functional value to the gardens or its patrons except as a barrier. The residents enjoy

the lake and garden views which are maintained at the expense of the City."

I enclose a copy of the entire fact sheet as it appears in our files.

Bearing all the above in mind and that Shaughnessy Place is concerned, not only that the lake be maintained but that the lake and its surroundings are maintained to an appropriate standard, s.22(1), the Chairman of our Strata Council and I would like to have a meeting with representatives of the Parks' Board to resolve the problem. As you know there is some urgency because of the imminent arrival of the weed removal equipment.

We would like to suggest a meeting with Mr. Kondrosky and you and while it is obviously up to you to determine who would meet with us, we feel it would be advisable to have the Chairman of the Parks' Board and the person in charge of the Van Dusen Gardens present at the meeting. We would be pleased to meet with you at the Parks' Board offices and would very much appreciate it if you would suggest a time.

I look forward to hearing from you.

Yours sincerely,

s.22(1)

Encl.

cc: s.22(1)



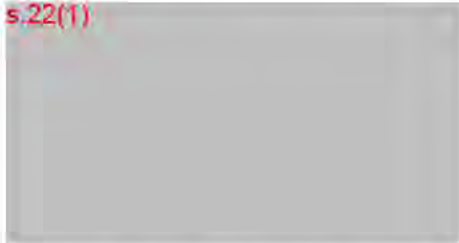
BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1141

February 25, 1991

FILE 1179-1 ?

s.22(1)



**Re: VanDusen Garden/Shaugnessy Place - Upper Pond**

With regard to your letter of January 31, 1991, which led to our meeting with Commissioner Art Cowie on February 20, 1991, resulted in discussions on the following topics.

It was agreed that the cost of the mechanical weed removal from the upper pond would be shared 50-50 by the Park Board and the Strata Council. This project will not serve as a permanent solution to the weed problem and some repeated weed removal program will be necessary. A proposed agreement between the two parties will address this repeated weed removal process.

Changes of any consequence to the Gardens in the immediate vicinity of Shaughnessy Place will be brought to the attention of the Strata Council.

The fresh water supplying the upper pond will not be shut off during the summer if possible. The City of Vancouver, from time to time, requests that all non-essential water use be discontinued during dry summer periods when water supply is critical. This will have some bearing on this issue.

The weed removal project time schedule will be confirmed with the Strata Council so that the residents of Shaughnessy Place can be informed in advance of the work commencement.

Yours very truly,

A.W. Breakwell  
Director of Environment & Operations

AWB:tet:1317

c.c: Mr. R. Forster, VanDusen Gardens





BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

FILE

1178-1  
2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1141

April 03, 1992

s.22(1)



The following is an excerpt from the minutes of the meeting of the Board held on Monday, March 23, 1992:

..."VanDusen Gardens - Pond Bottom Treatment

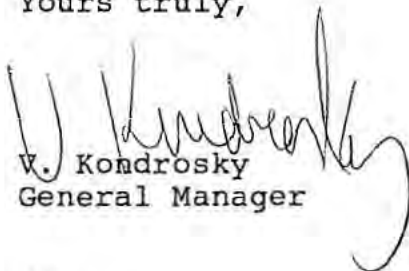
It was regularly moved and seconded,

THAT the Board approve in principle a cost sharing arrangement with the residents to resolve the problems in the pond;  
and

THAT staff come back with a report detailing the cost of manually scraping the pond bottom as opposed to the use of pesticides and a recommendation on the cost sharing arrangement.

-Carried."

Yours truly,

  
V. Kondrosky  
General Manager

/jc



REG. NO. 410

REFER TO BB ✓

APR 2 2 1991

RELEASED FOR.....

FILING BY.....

DATE.....

s.22(1)

April 17, 1991

*Ray Forster  
Please comment on  
items 2, 3, 4 for a reply  
Burtys*

Mr. A. W. Breakwell  
Director of Environment & Operations  
Board of Parks & Recreation  
2099 Beach Avenue  
Vancouver, B.C.  
V6G 1Z4

Dear Mr. Breakwell:

Re: Shaughnessy Place

I refer to our telephone discussion on March 28th covering the various matters mentioned in your letter to me of February 25th:

1. The proposed agreement regarding weed removal would be coming in due course;
2. You explained that the water in the upper pond had been shut off through the winter when rains maintained the flow but you were not aware that the pond was now below its proper level. I understood you would see the flow would be maintained.
3. While no notification of the commencement of the weed removal process had been given to Shaughnessy Place, I advised that there had been no undue inconvenience;
4. You were going to follow up with Mr. Forster on the question of the bamboo planting close to Shaughnessy Place. We had been unable to determine the proposed location from the plan he sent us.

I will look forward to hearing from you.

Yours sincerely,

s.22(1)



TO Bert Breakwell

FROM Roy Foster

DEPT. Van Dusen

DATE May 1 1991

RE Shaughnessy Place

MESSAGE

FOLD |  
② Pond is at normal level now with a slight overflow. It has not fallen below normal level this year.

③ There was insufficient lead time to give a precise date when work would commence. We did say near end of March, however

REPLY

DATE \_\_\_\_\_ -19\_\_

FOLD |  
④ Bamboo planting is 30' from fence and does not impinge physically or visually on Shaughnessy Place  
precise location indicated on attached map.



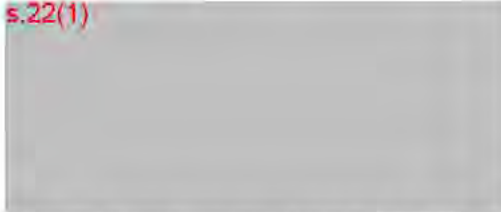
BOARD of PARKS  
and RECREATION  
CITY OF VANCOUVER

FILE  
1172-1

FILE  
2099 BEACH AVENUE  
VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1141

May 9, 1991

s.22(1)



Re: VanDusen Gardens/Shaugnessy Place - Upper Pond

With regard to your letter of April 17, 1991, the following information is intended to clarify some of the issues of concern to you.

1. The Vancouver Law Department has been requested to provide a draft agreement regarding the upper pond maintenance that will be forwarded to you when completed.
2. The water level of the pond has recently been checked and confirmed to be at its normal level with water overflowing to the next pond in the system. This question was raised when s.22(1) met us there last year. But when we inspected the overflow we found the lake to be at its normal level with water overflowing.
3. Mr. Roy Forster, Curator at VanDusen, had been requested to confirm the commencement of the weed removal project with you. He indicated that he gave you the approximate starting time of "near the end of March" but that there was insufficient lead time to confirm a precise date.

The need to maintain communication with you on projects near Shaughnessy Place has been discussed with the VanDusen staff.

4. The bamboo planting proposed at VanDusen is shown on the attached plan. The location is 30 feet from the fence and does not infringe physically or visually on Shaughnessy Place.

I trust these comments give you the information you wanted.

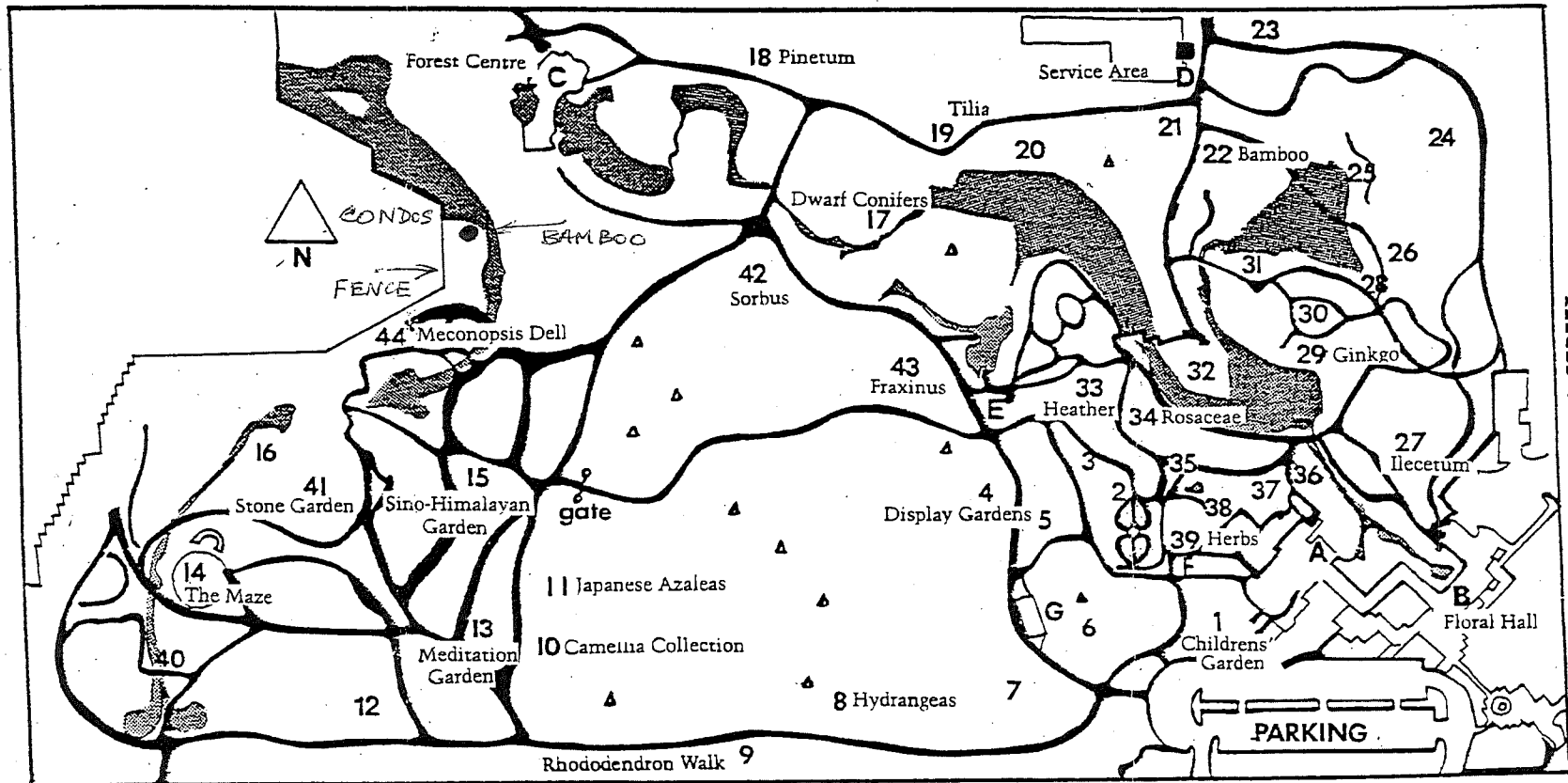
Yours very truly,

A.W. Breakwell  
Director of Environment & Operations

c.c: Roy Forster  
:tet:4awb1556



# VanDusen Botanical Garden



## Buildings

- A — Entrance, Giftshop, Restaurant
- B — Administration & Library — Floral Hall
- C — Forest Centre
- D — Service Area
- E — Shelter
- F — Greenhouse
- G — Lathhouse

## Map Reference

- 1 Childrens' Garden
- 2 The Rose Garden
- 3 Ground Cover Plants
- 4 Display Gardens, Ornamental Grasses

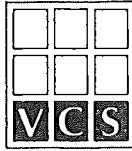
- 5 Perennials
- 6 Quercus (Oaks)
- 7 Fagus (Beeches)
- 8 Hydrangeas
- 9 Rhododendron Walk
- 10 Camellia Collection
- 11 Japanese Azaleas
- 12 Canadian Heritage Garden Site
- 13 Meditation Garden
- 14 The Maze
- 15 Sino-Himalayan Garden
- 16 Dry Garden
- 17 Dwarf Conifers
- 18 Pinetum
- 19 Tilia
- 20 Maples, Primulas

## 37th AVENUE

- 21 Sequoiadendrons
- 22 Bamboo Collection
- 23 Taxus (Yews)
- 24 Malus and Prunus Collection
- 25 Taxodiaceae
- 26 Eastern North America
- 27 Ilicetum (Hollies)
- 28 Viburnums
- 29 Ginkgo
- 30 Magnolias
- 31 Mediterranean Garden & Cedrus Collection

- 32 Southern Hemisphere
- 33 Heather Garden
- 34 Rosaceae Section
- 35 Stanley Smith Rock Garden
- 36 Western North America Flora
- 37 Fragrance Garden
- 38 Home Demonstration Garden
- 39 Herbs
- 40 Alma VanDusen Garden
- 41 Stone Garden
- 42 Sorbus (Mountain Ash)
- 43 Fraxinus (Ash)
- 44 Meconopsis Dell





BOARD OF PARKS  
& RECREATION  
REG. NO. 2011  
REFER TO [Signature]  
DEC 16 1993

**VANCOUVER CONDOMINIUM SERVICES LTD.**

400 - 1281 W. GEORGIA STREET, VANCOUVER, B.C. V6E 3J7

RELEASED FOR \_\_\_\_\_  
FILED BY \_\_\_\_\_  
DATE \_\_\_\_\_

December 14, 1993

The Vancouver Parks Board  
2099 Beach Avenue  
Vancouver, B.C.  
V6G 1Z4

*referred to  
Roy Foster to  
draft reply for  
Bert's signature  
Dec 20 93*

Dear Sirs:

Re: Strata Plan VR-368  
4900 Cartier

The strata council has asked me to contact you regarding the responsibility of the water level of the lake which is on Strata Plan VR-368 and City of Vancouver property.

Please be advised the outstanding invoice for 50% of work completed to the lake has been approved, subject to the receipt of written confirmation of the water level maintenance and the completion of the resecuring of the plastic base.

Furthermore, please confirm the future financial split of any maintenance work required.

Thank you in advance for your cooperation.

Yours truly,

VANCOUVER CONDOMINIUM SERVICES LTD.

*Fiona Wood*

Fiona Wood  
Property Manager  
Per the Owners  
Strata Plan VR-368

FW/dh

FW11A11



and RECREATION  
CITY OF VANCOUVER

VANCOUVER, B.C.  
CANADA V6G 1Z4  
PHONE (604) 681-1141  
FAX (604) 643-2877

January 24, 1994

FILE 1179-1

Miss Fiona Wood  
Property Manager  
Vancouver Condominium Services Ltd.  
400 - 1281 West Georgia Street  
Vancouver, B.C.  
V6E 3J7

RE: Strata Plan VR-368, 4900 Cartier St.

Dear Miss Wood:

I hope the following will clarify your questions regarding Shaughnessy Lake.

Subject to water restrictions which may at times prohibit adding make-up water, VanDusen will top up Shaughnessy Lake. It should be noted that this is not an automatic process, and the level may drop at times during a few days of dry weather before remedial action is taken. The City of Vancouver, along with the other GVRD members, have implemented water restrictions over the past two summers and the Park Board is required to reduce the use of potable water accordingly.

Before March 31, 1994, we intend to drain the lake to ascertain damage to the membrane and effect any necessary repairs. Before proceeding with the work we will advise you of the cost. We have the expectation that the Strata Council will participate 50/50 in the materials and labour costs for this work, to be completed before April 30, 1994.

Yours truly,

A.W. Breakwell  
Director of Environment & Operations

:RF:tet  
:awb\004-3767.cov



NAME  
NOM



VANDUSEN GARDENS  
- LAKE RECIRCULATION

Null & expiry -  
maybe active

QE District



V/4

WCB

# WESTERN CONSTRUCTION & ENGINEERING RESEARCH LTD.

8th FLOOR - 1455 WEST GEORGIA STREET, VANCOUVER 5, B.C. AREA CODE 604-688-1551

V/4

PARKS BOARD OFFICES  
RECEIVED

March 8, 1973

Parks Board  
City of Vancouver  
2099 Beach Avenue  
Vancouver 5, B. C.

MAR 9 - 1973 597  
REG. NO.  
FILE NO. WL  
DATE

to discuss with [signature]

Attention: Mr. W. Livingstone

Re: Shaughnessy Place Ltd. - Development  
Subject: Recirculation of Lakes

Gentlemen:

Consequent on meeting held at your offices on March 7, 1973 between Mr. W. Livingstone and our s.22(1) -- we confirm the basis on which we are prepared to contribute toward the capital cost of recirculating your general lakes in the VanDusen Gardens with the lake adjacent to our property.

Reference is made to the D. W. Thompson & Co. letter of November 20, 1972 and, in particular, to their recommended system of installation as contained on page 5 of the study.

We agree to contribute to the extent of \$18,000 for pump house and equipment as suggested by the Parks Board, subject to the following:

1. That our contribution is on a one time basis only and any additional capital cost over that contained in the estimate for pump house and pumping equipment would be at the Parks Board expense.
2. That maintenance and operating expense, including power supply and make up water, would be at the Parks Board expense.
3. That Shaughnessy Place Ltd. would enjoy the benefits of such service insofar as the lake adjacent to their property is concerned ~~in perpetuity~~

[Handwritten initials/signature]

Parks Board

March 8, 1973

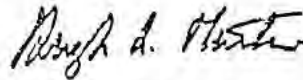
2.

4. That the Parks Board accept, in the space provided, by signing the copy of this letter and returning it to our office.

Thank you for your co-operation in dealing with this matter as we feel that this arrangement would be of mutual benefit.

Yours very truly,

Western Construction & Engineering Research Ltd.



Hugh A. Martin  
President

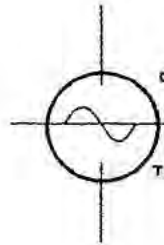
HAM:DD

ACCEPTED:  
BOARD OF PARKS AND PUBLIC RECREATION

  
\_\_\_\_\_  
Superintendent

Location 47-A-1  
File 11

**D. W. THOMSON & COMPANY LTD.**  
CONSULTING ENGINEERS • MECHANICAL, ELECTRICAL, CIVIL



D. W. THOMSON, B.A.Sc., M.S., P. Eng.  
D. B. LEANEY, B.A.Sc., P. Eng.  
R. C. TUFTS, B.A.Sc., P. Eng.  
G. J. LAMBLE, P. Eng.  
D. G. STRANG, B.A.Sc., P. Eng.  
T. MARANDA, B.A.Sc., O.S. Eng., P. Eng.  
R. F. DAVIS, B.A.Sc., O.S. Eng., P. Eng.  
B. D. THOMSON, B.A.Sc., P. Eng.  
R. H. SMITH, P. Eng.  
R. W. MOORE

November 30, 1972

1690 WEST BROADWAY  
VANCOUVER 9, B. C.  
TELEPHONE 731-4921

City of Vancouver  
Board of Parks and Public Recreation  
2099 Beach Avenue  
VANCOUVER, B.C.

Attn. Mr. I. Frew

Re: Vandusen Botanical Gardens  
Water Supply Study  
Our Job No. 4076

PARK BOARD OFFICES  
**RECEIVED**

DEC 7 1972 2504  
REG. NO. \_\_\_\_\_  
FILE NO. \_\_\_\_\_  
REFER TO \_\_\_\_\_  
*Van*  
*Copy to WL*

Dear Sir:

As requested, the following is the construction cost estimate breakdown for the pump station structure at the subject project.

Work inside pumphouse structure

1.	Structural work including all concrete, excavation and backfill	Lo. \$ 3,000.00
2.	Pump unit and motor only including supply and installation	6,000.00
3.	All pipe, fittings valving and other miscellaneous mechanical equipment	6,000.00
4.	Electrical switchgear and lighting	1,000.00
		<hr/>
		\$ 15,000.00

Work outside pumphouse structure included in \$18,000 estimate

	Water makeup to pool	\$ 2,000.00
		<hr/>
	Total as presented in report	\$ 18,000.00

Mr. I. Frew

- 2 -

Nov. 30, 1972

Other costs which may wish to be included in work relative to  
pump station

Power hook up from existing service

\$ 10,000.00

Yours very truly,

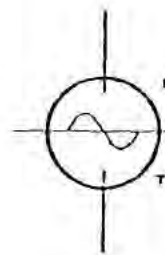
D.W. Thomson & Company Ltd.

  
R.F. Davis, P. Eng.

RFD:ph

1972  
LOCATION 117-A  
File 11

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November 20, 1972

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City of Vancouver  
Board of Parks and Public Recreation  
2099 Beach Avenue  
Vancouver, B.C.

Attn. Mr. Frew  
Mr. W. Livingstone

Re: Vandusen Botanical Gardens  
Water Supply Study  
Our Job No. 4076

Dear Sir:

We wish to submit our report herewith for the subject project.

A. GENERAL

Based on recent discussions with the Parks Board, a number of assumptions have been used in the report as follows:

1. It is satisfactory to operate the Shaughnessy Housing Project water display simultaneously with the Parks Board pool displays so that the Housing Project display can never operate without the Parks Board pool displays.
2. Water flow quantity to each water using area has been based on the best information available at this time and is as shown on drawing SK-1 enclosed with this report. The flows indicated will require confirmation at the time of design.
3. The drain system from all areas including the Shaughnessy Housing display and Parks Board displays have not been included in our estimates because exact locations of displays and best outlet locations have not yet been established. Estimates given are for installed water supply and electrical hookup to serve the displays only.



4. Water service to supply irrigation and domestic water to other areas of the site have been considered generally inasmuch as it affects the provision of water to the display currently under consideration. Detailed analysis of water supply to these other areas is beyond the scope of this study.

B. SITE INVESTIGATION

The site, enclosed approximately by 33rd Avenue, Oak Street, 37th Avenue and Granville Street in the City of Vancouver is already served with some water and sewer services.

An existing 8" asbestos cement water line enters the site from the lane immediately south of 33rd Avenue and Osler Street. This line is capped off within the site and a 3/4" line and meter has been installed from the 8" service, to serve the temporary office currently on the site near this location.

A 4" capped-off water line with meter exists on the south side of the site at 37th Avenue and Osler Street.

In addition to these services, an 18" water line passes in a north-south direction on the alignment of Hudson Street between 33rd Avenue and 37th Avenue.

The Shaughnessy Housing Project is served with domestic water separately from the rest of the site from connections to the City system west of Hudson Street.

Discussions with B.C. Hydro have confirmed an existing overhead primary service located in the lane immediately south of 33rd Avenue and Osler Street.

C. DISCUSSION OF ALTERNATIVES

1. Supply to Shaughnessy Housing Project Water Display and Parks Board pool displays separately
  - (a) Supply to Shaughnessy Housing Project Water Display

The possibility of a supply to the proposed Housing Project pool display separate from the Parks Board displays has been considered. This could be accomplished by a meter connection to the existing 18" line. Under this arrangement, the water supply system for the Housing Project would be entirely separate from the Parks Board supply with waste from the displays discharging into the Parks Board displays area.

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If this alternative were to be used the water could be supplied without pumping from the existing 18" line directly to the fountains on a once-through-flow basis. The available pressure in the existing mains would supply the driving force to operate the display. The problem with this approach is the cost of the unrecirculated water. Assuming an approximate operating season of from May to September for display operation, the cost of water is calculated as follows according to the City of Vancouver Water Bylaw:

Total water used each season assuming 200 gallons per minute for a 12 hour day, 153 days a year = 29,500 units

Approximate operating cost of display water per year = \$4,000.00

The cost of water service installation for this alternative is estimated to be \$3,000.00 including connection fee.

The other variation of this alternative is to build a pumphouse separate from the Parks Board displays to supply recirculated water to the Housing Project display and thereby avoid the heavy annual operating cost. This alternative, again supplied from the 18" water line is estimated to cost \$12,000.00 including a pumphouse with 7.5 H.P. pump and all interconnecting piping for the display. The advantage of this alternative is that even though the initial cost is greater, the annual operating cost of water is negligible because we are only providing makeup water on a once-through-flow basis and not the total water flow passing through the pumps. Electrical operating cost will be the same in either case. We have been in contact with B.C. Hydro regarding electrical service from 33rd Avenue and Hudson Street for this alternative. We are doubtful that B.C. Hydro are prepared to supply power to the Parks Board or the Shaughnessy Housing display from any other point than 33rd Avenue and Osler Street. This possibility means that the costs for this alternative could be considerably greater than \$12,000.00 if power is to be supplied from within the Parks Board property at 33rd Avenue and Osler Street to the Housing Project display pool pumphouse, a distance of about 1200 feet.

(b) Supply to Parks Board Pool Displays

If the Shaughnessy Housing display is supplied with water separately as already detailed, the Parks Board displays will require 1300 U.S. gallons of water per minute. To accomplish this on a once-through-flow basis involves a very large water cost of approximately \$24,000.00 annually. Evidently, a recirculated system is more economical.

2. Supply to both Shaughnessy Housing and Parks Board Displays from single water source

This approach means an 8" or 10" water connection if the total flow to both areas of 1,500 U.S. gallons per minute is to be used on a once-through-flow basis. The cost of water for this alternative approximates \$28,000.00 per year and on this basis alone is not considered further.

A recirculated water supply system to supply both the Shaughnessy Housing and Parks Board displays from a single source of supply is a practical, economical solution. This arrangement would be supplied with makeup water from the existing 8" main at 33rd Avenue and Osler Street. A possible pumphouse location could be as shown on drawing SK-1 included with this report.

RECOMMENDED SYSTEM

The recommended system is as shown on drawing SK-1 enclosed with this report. All of the display water (1500 U.S. gallons per minute) is recirculated with takeoffs separately to the proposed spring area, the Parks Board Upper Display Pool and Parks Board Lower Pool. This arrangement allows some flow variation between the spring area, Parks Board Upper Pool and Shaughnessy Housing Project by throttling of the main branch shutoffs. See drawing.

The system will operate well with a single 100 H.P. centrifugal pump and pressure relief bypass. Electrical control is greatly simplified with a single pump unit. A basket strainer is provided to prevent sediment or other debris passing through the pumps as shown on the drawing.

Provision of variable overflows and other baffle arrangements will allow the total waste water from the Shaughnessy Housing Project to drain to the spring area. A similar concept will also allow a portion of the waste water from the spring area to pass into the swamp area just below the spring. Flow variation to the waterfall between the spring area and Parks Board Upper Pool and between the Upper and Lower Pool will be available with this system.

A recirculated system in addition to being much more economical in water cost also provides a more uniform temperature for floating plant displays in the pools. This provision is important biologically. The cost of water under this arrangement is negligible.

The drawing indicates a water supply separate from the display areas for the proposed building in the southeast corner of the site. This supply would take off from an existing 4" metered connection at 37th Avenue and Osler Street and also supply a future automatic irrigation system in this corner of the site in addition to a glacier display.

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Another separate supply is indicated from the existing 18" water line crossing the site. This supply is intended for buried irrigation near the abandoned water reservoir as shown on the drawing.

A separate water source for these areas allows the overall development to be phased in construction stages. We understand the irrigation from the 18" line will likely be required prior to the building water. A separate water source allows the flexibility.

The following cost estimate includes provision of water supply to all display areas within the initial phase of the work and the Shaughnessy Housing Project display pool. Power hookup and all pump station costs are included. Drains and overflows from all pools are not able to be included at this time.

Pump station including plumbing, concrete, electrical work to 3 ft. outside building wall and water makeup to pool	\$ 18,000.00
Power hookup from existing service to power station including external transformer	\$ 10,000.00
Water supply main installed from point (A) to D and E (see drawing) not including branch connections to Parks Board displays	\$ 14,000.00
Branch connections installed point B to F and C to G	<u>\$ 3,000.00</u>
	\$ 45,000.00

Yours very truly,

D.W. Thomson & Company Ltd.

*R. F. Davis*  
R.F. Davis, P. Eng.

RFD:ph  
Encl.

Date: March 4, 1992

**SUBJECT: VanDusen Gardens - Upper Pond Bottom Treatment**

**CONSIDERATION**

THAT the application of a herbicide, PRINCEP 9T (SIMAZINE) to the upper pond, followed by the application of a permanent weed control bottom barrier be considered.

**BOARD POLICY**

It is the policy of the Board to manage pest problems with an Integrated Pest Management approach (I.P.M.). An IPM approach for the prevention of aquatic weed problems is a combination of nutrient reduction, water manipulation and shading. These should be attempted before the use of aquatic herbicides.

**BACKGROUND**

The upper pond (Shaughnessy Pond) is named for its proximity to Shaughnessy Place Phase II. The lake is a water barrier in lieu of a fence between the condos and VanDusen Gardens. The lake has considerable aesthetic value to the residents of Shaughnessy Place but because of its location in the Garden, is not used by visitors to VanDusen. Most of the lake is on Park Board lands; a small portion is on Shaughnessy Place property.

For several years the residents have complained about the density of aquatic weeds that grow up during the summer months. Usually by midsummer, the surface of the lake is covered and no open water can be seen. They have approached staff and Park Board Commissioners on several occasions to have the weeds removed from the pond. The weed removal from this pond is not a high priority for the VanDusen Gardens.

The lake level is maintained by natural drainage and occasionally from the city water supply. The lake water is generally clear and there is no apparent health problem.

Before the implementation of the Board I.P.M. policy in 1987, the aquatic weeds were controlled by the defoliant herbicide Reglone. When applied twice during the growing season Reglone killed all the leafy growth, but not the roots. As a result, the effect was only temporary, not cost effective, and was abandoned. In a

BACKGROUND (cont'd)

different lake, a plastic membrane was next tried, with no herbicide. This was not effective because the rotting biomass generated gas which lifted the membrane to the surface. After the Park Board implemented the I.P.M. policy, mechanical control was attempted. The Strata Council, on its own initiative, removed weeds by cutting. After \$2,000 had been expended and less than one quarter of the lake cleared, the project was abandoned because of the high cost. Subsequent re-growth was rapid. Within two months the effect of the treatment could not be seen. In 1990, Aqua Research Ltd. of Kelowna was hired. A floating weed harvester machine was used, at a cost of \$6,000 shared 50/50 with the Strata Council. A large amount of biomass was removed from the lake. Within a period of four months the lake was again 80% infested with weeds. The treatment was judged ineffective.

DISCUSSION

Discussions have centered on what steps were needed to best prevent the growth of unwanted aquatic vegetation while satisfying B.C. Environment's guidelines and the Park Board's Integrated Pest Management Policy. Dr. R. Truelson, Water Quality Branch of the B.C. Environment, visited VanDusen Garden to inspect the pond and discuss the weed control options with staff and the Strata Council. His experience and advice in water management was taken into consideration within the context of the constraints and demands of the Park Board and Shaughnessy Place. Water shading was considered to be ineffective because of the shallow water in the pond.

It was agreed that the most environmentally and cost effective control methodology was to first treat the bottom with the registered herbicide PRINCEP 9T (90% SIMAZINE) on a once only basis. Approval for such an application was granted by B.C. Environment, Pesticide Control Branch (Special Permit #207-013-92). The level of the pond would be kept down for at least one month after the application to prevent water from flowing out. Simazine is commonly prescribed for aquatic weed control because of its non-solubility in water. The herbicide will stay on the bottom of the pond for a period of six months and then it will slowly biodegrade.

A condition attached to the granting of the permit require that the application be published in a newspaper providing local distribution before March 14, 1992. A copy of the advertisement is attached.

DISCUSSION (cont'd)

Following this waiting period, during which existing vegetation will be allowed to decompose, the pond will be drained and pumped dry to allow the laying of a bottom barrier specially designed to suffocate existing plants and prevent the rooting of the colonizing plants while allowing the remaining decomposition gases to escape. Dr. Truelson recommends that use of the "Texel" bottom barrier as it has been effective in similar situations for at least ten years. Information on this product is enclosed. It is anticipated that there will be some trapped gas bubbles in the first year, VanDusen staff will release these by making small incisions in the textiles; it is not expected that the textiles will be visible after the first year. The Simazine treatment is expected to reduce this trapped gas bubbling to a manageable level while reducing the likelihood of unwanted plants invading any gaps or holes that might develop.

In addition to it being environmentally benign and having long term effectiveness, the bottom barrier is an attractive control methodology because pieces can be easily taken out to provide growing space for ornamental plants such as Nymphaea flowering hybrids.

Cost estimate:

Cost of PRINCEP 9T\$	50.00	
Permit		100.00
Advertising	500.00	
Labour to Apply Herbicide		200.00
Cost of Texel membrane	3,000.00	
Labour to clear lake bottom and install Texel	<u>1,600.00</u>	
		\$5,450.00

This cost will be shared equally between Shaughnessy Place and the Park Board.

CONCLUSIONS

The Shaughnessy Place pond has been densely covered with weeds for the past few years. All previous attempts to control the weeds have failed. The Shaughnessy Place Strata Council has been adamant about the need to remove the weeds from the pond.

CONCLUSIONS (cont'd)

One treatment of herbicide alone would not give 100% long-lasting control, but in combination with the membrane the long term (10 year) control should be effective. Use of the barrier alone would not guarantee effective weed control because of the presence of roots and live weeds in the lake bottom which could promote re-colonization and build-up of gases.

There may be some re-infestation of the lake margin, at the edge of the membrane, which will require manual removal, possibly one year after the initial treatment.

Prepared by:

Environment & Operations Division  
Board of Parks & Recreation  
City of Vancouver



Date: April 23, 1992

**SUBJECT: VanDusen Gardens - Upper Pond Bottom Treatment**

**CONSIDERATION**

1. *THAT the application of a herbicide, PRINCEP 9T (SIMAZINE) to the upper pond, followed by the application of a permanent weed control bottom barrier be considered at a total estimated cost of \$5,450.*

*or*

2. *THAT excavation of the upper pond bottom, followed by the application of a permanent weed control bottom barrier be considered at a total estimated cost of 30,350.*

**BOARD POLICY**

*The Park Board passed the following resolution on March 23, 1992 when dealing with the staff report on the VanDusen Garden Upper Pond Bottom Treatment:*

*"THAT the Board approve in principle a cost sharing arrangement with the residents to resolve the problems in the pond;  
and,*

*THAT staff come back with a report detailing the cost of manually scraping the pond bottom as opposed to the use of pesticides and a recommendation on the cost sharing arrangement."*

**DISCUSSION**

As requested by the Board, quotations from qualified excavation contractors were received. The low quote from Jim Roberds Excavating Ltd. was \$25,750.73. Thus, the total estimated cost for the excavation method of removing the weeds and installing the weed barrier material is as follows:

- Excavation cost	\$25,750.73
- Cost of Texel membrane	\$ 3,000.00
- Labour to clean up pond bottom and install Texel	

membrane

\$ 1,600.00  
\$30,350.73

.../2

DISCUSSION (cont'd)

When the report was submitted to the Board on March 23/92 (report attached) it was proposed that the estimated cost of \$5,450 to treat the pond with a herbicide and install the Texel material be shared 50-50 between the Park Board and Shaughnessy Place. However, funds are not available to share the higher estimated cost of \$30,350 on the same basis and the Park Board share should be the same \$2,725 as previously proposed.

Prepared by:

Environment & Operations Division  
Board of Parks & Recreation  
City of Vancouver

:AWB:tet:reports/004-2419

October 16, 1997

SUBJECT: VANDUSEN GARDEN - REALLOCATION OF NNR

**RECOMMENDATION:**

***THAT the Board approve the reallocation of \$25,000 from the 1997 NNR for VanDusen Botanical Garden for Shaughnessy Lake to the glassed roof enclosure project at the Garden.***

BACKGROUND

In 1996 the Shaughnessy Estate Residents Association requested that the lake bordering their property and VanDusen Garden be cleaned. At that time the Park Board agreed to consider a cost shared clean up on the condition that both parties could raise the required funding.

In May 1997 the Park Board approved \$25,000 of NNR funding for this project, however Shaughnessy Estates recently informed staff that they have not been able to raise their portion and it is not likely they will be able to any time in the near future.

DISCUSSION

Since there is insufficient funding available to clean the lake and no advantage to doing only part of the job, staff reviewed other priority projects at the Garden in conjunction with the VBGA. The highest priority was to complete a glassed roof enclosure over the entrance deck where tours gather, a small food service cart is set up and the volunteers display and sell seeds. The total cost of the project is estimated at \$45,000 and will be cost shared by Sprinklers Restaurant (\$10,800), the VanDusen Botanical Garden Association (\$8,800) and the Park Board.

This glassed roof will improve weather protection, will enhance the comfort of our visitors and volunteers and encourage purchases from the food cart and the volunteer seed area.

Prepared by:  
Environment and Operations Division  
Board of Parks and Recreation  
City of Vancouver  
LM:ad