

File No.: 04-1000-20-2025-571

January 2, 2026

s.22(1)

Dear s.22(1)

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

I am responding to your request of August 25, 2025 under the ***Freedom of Information and Protection of Privacy Act*** for:

**Record of the agreement between the City and/or the Park Board with the Port Authority regarding Wendy Poole Park.**

All responsive records are attached. Some information in the records has been severed (blacked out) under s.16(1) and s.17(1) of the Act. You can read or download these sections here: [http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00).

Under Part 5 of the Act, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (2025-571); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

Kevin Tuerlings, FOI Case Manager, for

*[Signed by Kevin Tuerlings]*

**Cobi Falconer, MAS, MLIS, CIPP/C**  
**Director, Access to Information & Privacy**

If you have any questions, please email us at [foi@vancouver.ca](mailto:foi@vancouver.ca) and we will respond to you as soon as possible. You may also contact 3-1-1 (604-873-7000) if you require accommodation or do not have access to email.

Encl. (Response Package)

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NO. V-4306(01)

LEASE, LICENCES TO OCCUPY AND RIGHT OF WAY

VANCOUVER PORT CORPORATION

TO

CITY OF VANCOUVER

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DATED: As of September 1, 1986

AUTHORITY: Submission 193/86 dated April 1, 1986 and approved April 2, 1986

REFERENCE: A 2.4182 hectare land area and a 0.0451 hectare land area both forming a portion of the bed of the public harbour of Burrard Inlet more particularly described as a portion of:

- (a) Lot 45, Block 1, District Lots 196 and 4281, Plan 4759;
- (b) Lots 42, 43 and 44, Block 1, District Lot 196, Plan 184;
- (c) Lot 6 (Reference Plan 10341) of the Public Harbour of Burrard Inlet and of Block 1, District Lot 196; and
- (d) The Bed of the Public Harbour of Burrard Inlet adjoining said Lot 6,

all of Group One, New Westminster District, City of Vancouver

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PORTSIDE PARK LEASE, LICENCES TO OCCUPY AND RIGHT OF WAY

This Lease, these Licences to Occupy and this Right of Way made as of the 1st day of September 1986

BETWEEN:

VANCOUVER PORT CORPORATION, a local port corporation established pursuant to the Canada Ports Corporation Act, an agent of Her Majesty the Queen in Right of Canada, having an office at 1900 - 200 Granville Street, Vancouver, British Columbia, V6C 2P9

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

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

(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS:

A. The Landlord is the owner of a 2.4182 hectare land area and a 0.0451 hectare land area both forming a portion of the bed of the public harbour of Burrard Inlet more particularly described as a portion of:

- (a) Lot 45, Block 1, District Lots 196 and 4281, Plan 4759;
- (b) Lots 42, 43 and 44, Block 1, District Lot 196, Plan 184;
- (c) Lot 6 (Reference Plan 10341) of the Public Harbour of Burrard Inlet and of Block 1, District Lot 196; and
- (d) The Bed of the Public Harbour of Burrard Inlet adjoining said Lot 6,

all of Group One, New Westminster District, City of Vancouver as indicated and shown on Lease Plan Numbers 92-050, 92-051 and 92-056

collectively attached hereto as Schedule "A" (hereinafter collectively called the "Leased Premises").

B. The Landlord is the owner of certain land and waterlot areas adjacent to the Leased Premises and forming a part of the bed of the public harbour of Burrard Inlet, City of Vancouver (hereinafter called the "Shoreline Repair Licence Area", "Shoreline Pedestrian Licence Area", "Access Corridor Licence Area" and "Overpass Landscaping Licence Area").

C. The Landlord is the owner of a 0.4377 hectare land area adjacent to the Leased Premises and forming a part of the bed of the public harbour of Burrard Inlet, City of Vancouver (hereinafter called the "Transition Area Right of Way").

D. The Landlord and the Tenant have entered into a Letter of Understanding concerning the Central Waterfront Park, now known as Portside Park, and related matters dated as of s.16(1), s.17(1) and approved and agreed to by the Landlord on s.16(1), s.17(1)

E. The Landlord and the Tenant have entered into a further Letter of Understanding concerning the park and related matters dated as of s.16(1), s.17(1)

F. The Landlord and the Tenant have agreed that the Landlord shall lease the Leased Premises to the Tenant on the terms and conditions contained herein.

G. s.16(1), s.17(1)  
s.16(1), s.17(1)

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H. s.16(1), s.17(1)  
s.16(1), s.17(1)

A large rectangular area of the document is redacted with a solid grey fill, covering the text of paragraph H.

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and contained, and other good and valuable consideration the sufficiency of which is hereby acknowledged by each party to the other, the parties hereto covenant and agree as follows:

1. DEMISE

1.1 In consideration of the rent prescribed herein and of the faithful performance by the Tenant of the terms, covenants and conditions herein on the part of the Tenant to be kept and performed, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, on the terms and conditions herein contained, the Leased Premises to have and to hold for and during the term as hereinafter defined or unless sooner terminated as hereinafter provided.

2. TERM

2.1 The term of this Lease shall be s.16(1), s.17(1) commencing on the s.16(1), s.17(1) and ending on the s.16(1), s.17(1) unless sooner determined or terminated as hereinafter provided.

3. REPLACEMENT

3.1 The agreements, terms and conditions contained in this Lease, these Licences and this Right of Way shall supersede and replace the Letters of Understanding dated s.16(1), s.17(1) and s.16(1), s.17(1) respectively, PROVIDED THAT the agreements, terms and conditions contained in paragraph 2 on page 1 and paragraph 3(b) on pages 9 and 10 of the Letter of Understanding dated s.16(1), s.17(1) shall continue to apply.

4. REGISTRATION

4.1 The parties agree that this Lease shall not be registered as a charge against the Leased Premises save and except with the written consent of the Landlord. If this Lease or any part hereof

should be registered, the Tenant shall bear the costs of registration thereof together with the cost of preparation of all supporting documents, plans and surveys required to register this Lease and to obtain all necessary approvals hereto.

5. RENT

5.1 The Tenant shall pay to the Landlord as rent for the term the sum of ~~§ 18(1)~~ ~~§ 17(1)~~ which shall be payable and paid in full upon execution of this Lease.

6. USE

6.1 The Tenant shall use the Leased Premises for the purpose of construction and maintenance of a park and such facilities ancillary thereto as the Tenant, after consultation with the Landlord (provided however, the Landlord agrees that in consulting with the Landlord, the Tenant is not seeking the Landlord's approval), wishes to construct for the recreational use of the general public which facilities are hereinafter called the "Park Facilities", which may include, without limitation, water edge decking, children's play areas, a senior's recreation area, concession stands, a restaurant, a bandstand, benches, caretaker accommodation, landscaping features, utility services, washrooms and drinking fountains, all for the benefit of and for use and enjoyment by the general public. The Park Facilities may also include a pier to accommodate fishing, constructed in a location which may extend beyond the limits of the Leased Premises, the design and specifications of which shall require the approval of the Landlord, which approval shall not be unreasonably withheld.

6.2 Subject to the provisions contained in paragraph 6.1 herein, the Tenant acknowledges and agrees that there shall be no profiteering in any form on or derived from subleasing the Leased Premises.

7. s.16(1), s.17(1)

7.1 s.18(1), s.17(1)  
s.18(1), s.17(1)

8. CONSTRUCTION OF PARK FACILITIES ON LEASED PREMISES

8.1 The Tenant shall construct or cause to be constructed on the Leased Premises the Park Facilities referred to in paragraph 6.1 herein, it being acknowledged that the said construction work shall be carried out on behalf of the Tenant by the Board of Parks and Recreation (hereinafter called the "Board") and its respective employees, agents, contractors and subcontractors, and that the construction shall be undertaken in stages, the first stage to involve substantial landfilling on the Leased Premises, so as to expand the presently existing dimensions thereof, and to include grading, filling, terracing, retaining walls, shoreline stabilization, landscaping and the installation of drainage and irrigation facilities, service utilities, washrooms, playgrounds, seating, walkways, service roads, lighting and picnic amenities.

8.2 The Tenant agrees that the Landlord shall name the Park. The Tenant acknowledges that the public announcements in connection with the funding or the naming of the Park shall be coordinated with the Tenant by the Landlord on behalf of the Government of Canada.

8.3 The Tenant shall not make any further extensions into Burrard Inlet of the existing sanitary and storm sewer located on or under the Leased Premises except as may be required by any existing or future environmental or safety legislation.

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9. MAINTENANCE

9.1 The Tenant shall manage and maintain or cause to be managed and maintained, the Leased Premises, in a manner and to a standard consistent with the management and maintenance of parks administered by the Board.

10. LIENS AND CHARGES

10.1 The Tenant shall keep the Leased Premises and all Park Facilities and improvements thereon free and clear of any and all builders', materialmen's, workmen's or other liens or charges of every kind whatsoever, and shall promptly and fully discharge any and all liens or charges and save and hold the Landlord and the Leased Premises free and harmless of and from any and all such liens and charges, including charges against this Lease and other proceedings pertaining thereto.

11. REMOVAL OF FIXTURES

11.1 The Tenant shall have the right to remove its Tenant's fixtures from the Leased Premises upon expiration of the term or sooner determination of the Lease, which fixtures shall remain the property of the Tenant, regardless of their degree of annexation to the Leased Premises. In effecting removal the Tenant shall exercise reasonable care and due diligence and shall leave the Leased Premises in as good condition as reasonably possible but at least in a safe condition.

11.2 The Landlord may require the Tenant to leave in place anything constructed or installed on the Leased Premises as improvements to the Leased Premises (including any Park Facilities but other than the Tenant's fixtures and other than trees, as provided below), but in the event that the Landlord does so require, then the Landlord shall compensate the Tenant for the value of any such structure or installation so retained, provided that if the Lease expires in five years from the commencement of the term hereof, the Tenant shall have the right to remove from the Leased Premises any trees it has planted thereon. The Landlord may require

that the Tenant remove structures erected on the Leased Premises at the end of the term, such removal to be at the Tenant's cost.

12. LIABILITY AND INDEMNITY

12.1 The Tenant shall indemnify and save harmless the Landlord from and against all actions, damages, claims, losses, costs or expenses which the Landlord may sustain, incur or be put to by reason of injury (including death) or damage on the Leased Premises to the servants and agents or property of the Landlord and to third parties occurring by reason of the presence of such parties on the Leased Premises; PROVIDED HOWEVER THAT the Tenant's covenant to indemnify the Landlord shall not apply if or to the extent that the damages, claims, losses, costs or expenses are caused by negligence on the part of the Landlord, its servants or agents and shall further not apply if or to the extent that the damages, claims, losses, costs or expenses are caused by or result from any work performed by the Landlord, its servants, agents, contractors or subcontractors on the Leased Premises, except such work as is requested by the Tenant or its agents; PROVIDED THAT the Tenant shall not in any case indemnify the Landlord where damages, claims, losses, costs or expenses are caused by or result from the negligence of the Landlord, its agents or servants acting within the scope of their duties.

13. INSURANCE

13.1 s.16(1), s.17(1)  
s.16(1), s.17(1)

14. PRIOR ENCUMBRANCES AND TITLE

14.1 The parties acknowledge and agree that the demise of the Leased Premises is subject to a prior right, licence and easement granted to the Tenant for the purpose of construction, installation, replacement, maintenance, repair, alteration and improvement of a sanitary sewer line and outfall which is located within the Leased Premises. The aforementioned sanitary sewer facility shall be the

subject of a separate agreement between the parties, which agreement shall not be registered as a charge against the Leased Premises.

14.2 The parties acknowledge and agree that the demise of the Leased Premises is subject to the reservation by the Landlord of a prior right, licence and easement for the purpose of construction, installation, replacement, maintenance, repair, alteration and improvement of the Landlord's works and facilities within that Service Corridor more particularly shown and described on Lease Plan No. 92-056 which is attached hereto and forming part of Schedule "A". The said Service Corridor runs more or less parallel to the waterfront roadway. The Landlord shall, at all times throughout the term of this Agreement, exercise its right, licence and easement so as not to unreasonably interfere with the Tenant's use and occupation of the Leased Premises. Neither the Landlord nor the Tenant shall be permitted to construct, erect or place any work, building or other structure above grade level within the Service Corridor without the prior written consent of the other party. In the event the Landlord, its servants, agents, employees or contractors, undertakes any construction, installation, replacement, maintenance, repair or alteration of any work or facility within the Service Corridor, it shall, as soon as reasonably possible thereafter, return the Service Corridor, including any landscaping thereon, to the condition that existed immediately prior to such construction, installation, replacement, maintenance, repair or alteration.

14.3 There are no representations or warranties made by the Landlord to the Tenant about the Leased Premises or the state thereof or the suitability of the same for the purposes intended hereunder EXCEPT THAT the Landlord has accepted responsibility for any landfilling on or of the Leased Premises prior to the commencement of the Lease.

15. NAVIGABLE WATERS PROTECTION ACT

15.1 The Tenant shall at all times and in all respects comply with the requirements of the Navigable Waters Protection Act and no work within the meaning of Part I of the Navigable Waters Protection

Act shall in respect of the Leased Premises be undertaken or constructed by the Tenant or suffered by the Tenant to be undertaken or constructed until the provisions of the said Act shall have been fully complied with.

16. ASSIGNMENT AND SUBLETTING

16.1 The Tenant shall not assign, sublet or part with possession of this entire Lease, the entire term or the entire Leased Premises without the prior written consent of the Landlord. The consent of the Landlord to such assignment, sublease or other transfer will not constitute a waiver of its right to consent to a subsequent assignment, subletting or other transfer. The Tenant shall remain fully liable under this Lease notwithstanding any assignment or other transfer.

17. INSPECTION OF PREMISES

17.1 The Landlord and its representative shall be entitled at all reasonable times to go upon the Leased Premises and into each building, Park Facility and other improvement thereon for the purpose of inspecting the same, inspecting the performance by the Tenant and its subtenants or licensees, if any, of the terms, covenants and agreements contained in this Lease, posting notices and any other reasonable purpose.

18. NATIONAL EMERGENCY

18.1 The Tenant acknowledges and agrees that in the event of a national emergency as declared by the federal government, the Leased Premises may be taken, in whole or in part, for such use and for such period(s) as may be declared necessary in respect of such national emergency, PROVIDED THAT the parties agree that notwithstanding such national emergency the Lease will continue in full force and effect PROVIDED FURTHER THAT the Landlord will not be liable for any compensation whatsoever to the Tenant as a result of the Leased Premises being taken or used for such national emergency, the Tenant will not be liable to the Landlord for the actions of third parties during the period of such national

emergency and the Tenant does not hereby waive or forego any rights of compensation which it may have against the federal government in respect of such national emergency or emergency legislation.

19. TERMINATION

19.1 As from the date of cancellation or termination by effluxion of time or otherwise this Lease shall absolutely cease and determine without re-entry or any other act or proceeding on the part of the Landlord.

20. PARKING

20.1 The parties hereto acknowledge and agree that the Landlord shall not be obligated to provide any parking for the benefit of the Leased Premises, either on adjacent lots or on any other property of the Landlord.

21. SHORELINE REPAIR LICENCE

21.1 The Shoreline Repair Licence Area means that 0.0768 hectare portion of land and water adjacent to the Leased Premises, and more particularly shown and described on Lease Plan Numbers 92-050 and 92-051, attached hereto and forming part of Schedule "A".

21.2 The Landlord hereby grants to the Tenant, its servants, agents, contractors and subcontractors the licence, right and privilege to enter upon and remain upon the Shoreline Repair Licence Area for the purpose of construction, inspection, maintenance and repair, including shoreline stabilization, of the wateredge of the Leased Premises (herein called the "Shoreline Repair Licence"). Construction shall be in accordance with plans and specifications approved by the Landlord, such approval not to be unreasonably withheld.

21.3 The Landlord hereby grants to the Tenant, its servants, agents, contractors and subcontractors, the right to enter, go, pass and repass and remain upon the Shoreline Repair Licence Area, either with or without supplies, equipment, machinery and vehicles, to

maintain, repair, inspect, replace and reconstruct the wateredge of the Leased Premises; such right to enter to perform any of the aforementioned work shall be in accordance with a schedule of work submitted from time to time by the Tenant to the Landlord and approved by the Landlord's Director, Engineering, who shall not unreasonably withhold its approval thereof; provided however, that in the case of emergency, or apprehended emergency, or circumstances that could not have been reasonably foreseen by the Tenant, the Tenant shall have the right to enter upon the Shoreline Repair Licence Area to perform necessary work without prior notice to the Landlord (but notice shall be given as soon as is reasonably practicable) and at times not contemplated by the approved schedule of work, whether by day or by night and for so long as may be required to remedy the situation to the Tenant's satisfaction.

21.4 The term of the Shoreline Repair Licence shall be for the term of the Lease.

21.5 The Tenant hereby accepts the Shoreline Repair Licence Area in its present condition and subject to the reservations, terms and conditions contained herein.

21.6 The Tenant shall use the Shoreline Repair Licence Area for the purpose described in paragraphs 21.2 and 21.3 herein and for no other purpose whatsoever without the prior written consent of the Landlord which consent may be withheld for any reason whatsoever.

21.7 The Tenant shall indemnify and save harmless the Landlord from and against all actions, damages, claims, losses, costs or expenses which the Landlord may sustain, incur or be put to by reason of injury (including death) or damage to the servants and agents or property of the Landlord or of the Tenant and its Board or to third parties on the Shoreline Repair Licence Area occurring by reason of the presence of such parties on the Shoreline Repair Licence Area; PROVIDED HOWEVER the Tenant's covenant to indemnify the Landlord shall not apply if or to the extent that the damages, claims, losses, costs or expenses are caused by negligence on the part of the Landlord, its servants or agents acting within the scope of their duties and shall further not apply if or to the extent that

the damages, claims, losses, costs or expenses are caused by or result from any work performed by the Landlord, its servants, agents, contractors, or subcontractors on the Shoreline Repair Licence Area for its own purposes and not for or on behalf of the Tenant at the Tenant's request.

21.8 The right, licence and privilege granted herein shall be an exclusive right, licence and privilege and the Landlord shall not grant any licenses of any nature whatsoever over the Shoreline Repair Licence Area or any other rights over the Shoreline Repair Licence Area to any other party or parties.

21.9 The right, licence and privilege granted herein shall be deemed not to create any riparian or littoral rights to the Tenant.

## 22. SHORELINE PEDESTRIAN LICENCE

22.1 The Shoreline Pedestrian Licence Area means that 0.7673 hectare portion of land and water adjacent to the Leased Premises, and more particularly shown and described on Lease Plan Numbers 92-050 and 92-051, attached hereto and forming part of Schedule "A".

22.2 The Landlord hereby grants to the Tenant, the full and free right for all persons from time to time and at all times, to pass and repass as pedestrians upon, and to remain upon, the Shoreline Pedestrian Licence Area for the purpose of enjoyment thereof and for access to the water edge (herein called the "Shoreline Pedestrian Licence").

22.3 The term of the Shoreline Pedestrian Licence shall be for the term of the Lease.

22.4 The Tenant hereby accepts the Shoreline Pedestrian Licence Area in its present condition and subject to the reservations, terms and conditions contained herein.

22.5 The Tenant shall use the Shoreline Pedestrian Licence Area for the purpose described in paragraph 22.2 herein and for no other

purpose whatsoever without the prior written consent of the Landlord which consent may be withheld for any reason whatsoever.

22.6 The Tenant shall indemnify and save harmless the Landlord from and against all actions, damages, claims, losses, costs or expenses which the Landlord may sustain, incur or be put to by reason of injury (including death) or damage to the servants and agents or property of the Landlord or of the Tenant and its Board or to third parties on the Shoreline Pedestrian Licence Area occurring by reason of the presence of such parties on the Shoreline Pedestrian Licence Area; PROVIDED HOWEVER the Tenant's covenant to indemnify the Landlord shall not apply if or to the extent that the damages, claims, losses, costs or expenses are caused by negligence on the part of the Landlord, its servants or agents acting within the scope of their duties and shall further not apply if or to the extent that the damages, claims, losses, costs or expenses are caused by or result from any work performed by the Landlord, its servants, agents, contractors, or subcontractors on the Shoreline Pedestrian Licence Area for its own purposes and not for or on behalf of the Tenant at the Tenant's request.

22.7 The right, licence and privilege granted herein shall be an exclusive right, licence and privilege and the Landlord shall not grant any licences of any nature whatsoever over the Shoreline Pedestrian Licence Area or any other rights over the Shoreline Pedestrian Licence Area to any other party or parties.

22.8 The right, licence and privilege granted herein shall be deemed not to create any riparian or littoral rights to the Tenant.

23. ACCESS CORRIDOR LICENCE

23.1 The Access Corridor Licence Area means that 1.3085 hectare portion of waterlot adjacent to the Shoreline Pedestrian Licence Area, and more particularly shown and described on Lease Plan Numbers 92-050 and 92-051 attached hereto and forming part of Schedule "A".

23.2 The Landlord shall establish and maintain the Access Corridor Licence Area. The Landlord and the Tenant agree that the Landlord's obligation to "maintain" contained in this paragraph 23.2 means "maintain open" and not "maintain" in the sense of maintain and repair.

23.3 The Landlord hereby grants to the Tenant, its servants, agents, contractors and subcontractors, the following:

- (a) the right, licence and privilege, from time to time, by night and by day, with or without workers, supplies, equipment, machinery, vehicles and vessels, including barges, to enter, go, pass, repass and remain on, over and upon the Access Corridor Licence Area for the purpose of construction, maintenance, repair, inspection, replacement and reconstruction, including shoreline stabilization, of the wateredge of the Shoreline Pedestrian Licence Area and the Leased Premises; and
- (b) the right and licence generally to do all acts, things and matters necessary for or incidental to the exercise of the right, licence and privilege heretofore granted (herein called the "Access Corridor Licence").

23.4 The Access Corridor Licence described herein shall only be exercised in conjunction with, in support of and to facilitate the exercise of the Shoreline Pedestrian Licence and/or the Lease.

23.5 The Tenant shall use the Access Corridor Licence Area for the purpose described in paragraph 23.3 herein and for no other purpose whatsoever without the prior written consent of the Landlord which consent may be withheld for any reason whatsoever.

23.6 The right, licence and privilege granted herein shall be deemed not to create any riparian or littoral rights to the Tenant.

23.7 In order that access over the waterlots situated adjacent to the Leased Premises along the northerly boundary thereof and situated to the north of the Transition Area (the "Waterlots") to

the Shoreline Pedestrian Licence Area and to the Leased Premises is available to the Tenant, the Landlord agrees that it shall keep the Access Corridor Licence Area open and unobstructed at all times; save only that any costs involved in rearranging the operations of the Landlord's tenant in its new permanent location, to give the Tenant access to the Shoreline Pedestrian Licence Area and to the Leased Premises shall be borne by the Tenant.

23.8 The Landlord agrees that any uses or occupation of the Waterlots it permits shall not be incompatible with the use of this waterfront park and the Landlord further agrees that it shall not install any fill in the Waterlots so as to destroy or impair the nature of the water edge of the Leased Premises and the Shoreline Pedestrian Licence Area or so as to adversely affect the flushing action of the sewer outfall referred to in paragraph 14.1 herein.

23.9 The term of the Access Corridor Licence shall be for the term of the Lease.

23.10 The Tenant covenants and agrees that it shall indemnify and save harmless the Landlord from and against all actions, damages, claims, losses, costs or expenses which the Landlord may sustain, incur or be put to by reason of any failure of the Tenant to perform or observe the covenants and conditions contained in this Access Corridor Licence on the part of the Tenant to be performed and observed, except where such failure to perform or observe is caused by the negligence of the Landlord, its servants or agents acting within the scope of their duties.

24. OVERPASS LANDSCAPING LICENCE

24.1 The Overpass Landscaping Licence Area means that 0.1170 hectare portion of land adjacent to the Leased Premises, and more particularly shown and described on Lease Plan Numbers 92-050 and 92-051 attached hereto and forming part of Schedule "A".

24.2 The Landlord hereby grants to the Tenant, its servants, agents, contractors and subcontractors, a licence to enter, go, pass and repass and remain upon the Overpass Landscaping Licence Area for

the purposes of installation and maintenance of landscaping thereon, on such occasions and for so long as the Tenant may require, either with or without supplies, equipment, machinery and vehicles (herein called the "Overpass Landscaping Licence").

24.3 The term of the Overpass Landscaping Licence shall be for the term of the Lease.

24.4 For the purpose of landscaping, the Tenant agrees that it shall create a 3:1 slope on the Overpass Landscaping Licence Area.

24.5 The Tenant shall use the Overpass Landscaping Licence Area for the purpose described in paragraph 24.2 herein and for no other purpose whatsoever without the prior written consent of the Landlord, which consent may be withheld for any reason whatsoever.

24.6 The Tenant covenants and agrees that it shall indemnify and save harmless the Landlord from and against all actions, damages, claims, losses, costs or expenses which the Landlord may sustain, incur or be put to by reason of any failure of the Tenant to perform or observe the covenants and conditions contained in this Overpass Landscaping Licence Agreement on the part of the Tenant to be performed and observed, except where such failure to perform or observe is caused by the negligence of the Landlord, its servants or agents acting within the scope of their duties.

25. TRANSITION AREA RIGHT OF WAY

25.1 The Transition Area means that 0.4377 hectare portion of land adjacent to the Leased Premises, all as more particularly shown and described on Lease Plan Numbers 92-050 and 92-051, attached hereto and forming part of Schedule "A".

25.2 The Landlord hereby grants to the Tenant, a right of way over the Transition Area for the purposes of construction and maintenance of certain facilities to be constructed thereon by the Tenant and for the purposes of access by the public through, along and over the Transition Area to Portside Park and for the public to

enjoy the Transition Area by passing and repassing and remaining thereon.

25.3 The Landlord hereby grants to the Tenant, its servants, agents, contractors and subcontractors, the full, free and uninterrupted right, liberty, easement and right of way, at all times, to enter, go, pass and repass and remain upon the Transition Area, either with or without supplies, equipment, machinery and vehicles, to construct, install, place upon and maintain the Transition Area certain facilities as described in specifications and drawings approved by the Landlord, such approval not to be unreasonably withheld, PROVIDED THAT such approval may be withheld if the Landlord reasonably considers the works described to be an interference with or safety hazard to the Landlord's operations including the Main Street Overpass (hereinafter called the "Transition Area Right of Way").

25.4 The work to be performed by the Tenant on the Transition Area shall include, without limitation, the placing of landfill on the Transition Area to create a 3:1 slope, the installation of retaining walls, benches to provide seating, terracing, a lookout area, landscaping and the construction of footpaths to facilitate public access over and enjoyment of the Transition Area. The Transition Area shall be maintained and repaired by the Tenant.

25.5 The term of the Transition Area Right of Way shall be for the term of the Lease.

25.6 s.16(1), s.17(1)  
s.16(1), s.17(1)

25.7 s.16(1), s.17(1)  
s.16(1), s.17(1)

25.8 The Tenant shall indemnify and save harmless the Landlord from and against all actions, damages, claims, losses, costs or

expenses which the Landlord may sustain, incur or be put to by reason of injury (including death) or damage to the servants and agents or property of the Landlord and to third parties on the Transition Area occurring by reason of the presence of such parties on the Transition Area; PROVIDED HOWEVER the Tenant's covenant to indemnify the Landlord shall not apply if or to the extent that the damages, claims, losses, costs or expenses are caused by negligence on the part of the Landlord, its servants or agents and shall further not apply if or to the extent that the damages, claims, losses, costs or expenses are caused by or result from any work performed by the Landlord, its servants, agents, contractors or subcontractors on the Transition Area.

25.9 The Tenant accepts the Transition Area in its present condition and subject to the reservations, terms and conditions contained herein.

26. GENERAL

26.1 This Lease, these Licences and this Right of Way may only be amended by further written agreement of the parties duly executed by their authorized representatives, having first being duly authorized.

26.2 This Lease, these Licences and this Right of Way shall not be construed as creating a joint venture or partnership between the parties hereto or as constituting the Tenant an agent of the Landlord.

26.3 Time is expressly declared to be of the essence of this Lease, these Licences and this Right of Way and of each and every term, covenant and agreement thereof.

26.4 In the event of any dispute between the Landlord and the Tenant with respect to the Lease, the Licence agreements or the Right of Way including, but without limitation, the failure of the Tenant, in the opinion of the Landlord, to observe and perform any of the covenants and agreements contained in the Lease, the Licenses or Right of Way, on the part of the Tenant to be observed and

performed, or the failure of the Landlord, in the opinion of the Tenant, to observe or perform any of the covenants and agreements contained in the Lease, the Licenses or the Right of Way on the part of the Landlord to be observed or performed, then either the Landlord or the Tenant (as the case may be) may deliver to the other party hereto a notice in writing (the "Dispute Notice") which shall give full particulars of the matter in dispute. If on the 60th day (the "Settlement Date") following the receipt by the other party of the Dispute Notice, the Landlord and the Tenant are unable to resolve the matters specified in the Dispute Notice, then, in each instance, the matter shall be determined by arbitration. The arbitration panel shall be comprised of three arbitrators, one to be named by the Landlord and one to be named by the Tenant, within 60 days after the Settlement Date and the two arbitrators thus chosen shall within 15 days after their appointment select a third arbitrator. Provided however that the parties may by agreement submit the matter to a single arbitrator. If the Landlord or the Tenant neglects or refuses to name its arbitrator within the time hereinbefore limited or to proceed with the arbitration, then the arbitrator named by the other party shall proceed to determine the matter to be determined. The parties hereto shall submit the particulars of the matter to be arbitrated to the other party and the arbitrator(s) no later than 15 days following the appointment of the arbitrator(s). The arbitrator(s) shall determine the matter to be arbitrated and shall have the authority to give directions, and to assess damages, including monetary penalties, interest and costs of arbitration, PROVIDED HOWEVER, the said arbitrator(s) shall not have the authority to terminate the Lease. The decision of the arbitrator(s) shall be made no later than 45 days after their appointment and shall be final and binding on both the Landlord and the Tenant. In the event that the Landlord or the Tenant fails to comply with and abide by the decision of the arbitrator(s) within 60 days of receiving such decision, or within such other time as the arbitrator(s) may direct, the other party shall be entitled to apply to a court of competent jurisdiction for an order converting the decision of the arbitrator(s) into an enforceable judgement of the court and the Landlord may apply to a court of competent jurisdiction for an order terminating the Lease. Any matter referred to arbitration pursuant hereto or pursuant to the

agreements contemplated hereby shall be deemed to be submitted to arbitration under the Commercial Arbitration Act of Canada, or any successor legislation in effect from time to time except insofar as such act or legislation is contrary to the provisions of this paragraph.

26.5(a) Any notice or other communication required to be given under or pursuant to any or all of these Agreements shall be in writing and may be served by actual delivery in person with receipt acknowledged in writing by the party being served or by registered mail, postage prepaid to the representative of the party to whom such notice is to be given at the following locations respectively:

If to the Landlord:

Vancouver Port Corporation  
1900 Granville Square  
200 Granville Street  
Vancouver, British Columbia  
V6C 2P9

Attention: Director, Property Administration

If to the Tenant:

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

Attention: City Manager

or at such other location as either party shall advise by notice from time to time; and

(b) Any notice, demand or other communication shall be effective upon actual receipt thereof. Notice by registered mail shall be deemed to have been delivered on

the fifth (5) business day after the day of mailing thereof. In the event of disruption of mail services, all such notices and other communications shall be delivered with written acknowledgement of receipt rather than mailed.

26.6 This Lease, these Licences and this Right of Way shall be construed and interpreted in accordance with the laws of Canada and British Columbia that have application thereto. The parties hereto shall attorn exclusively to the jurisdiction of the Supreme Court of British Columbia, Vancouver Registry.

26.7 This Lease, these Licences and this Right of Way shall enure to the benefit of, be binding upon and apply to the parties hereto and to their respective successors and assigns.

26.8 No member of the Parliament of Canada shall be admitted to any share or part of these Agreements or to any benefit or benefits arising therefrom.

26.9 All rights and remedies of the parties contained in each and every Agreement herein shall be cumulative and not alternative.

26.10 The Tenant acknowledges and agrees that none of the Agreements contained herein shall be subject to the **Land Title Act** or the **Property Law Act**. The Landlord shall not in any way be obliged to deliver any Agreement contained herein in any registrable format.

26.11 Each of the parties hereto shall perform such further acts and execute such further agreements as may be required from time to time to give proper effect to the intent and meaning of these Agreements.

26.12 The Tenant acknowledges and agrees that public announcements in connection with the funding or the naming of the Leased Premises shall be coordinated with the Tenant by the Landlord on behalf of the Government of Canada.

26.13 In performing the work permitted pursuant to the several Agreements referred to herein, the Tenant shall comply with all applicable laws and regulations of competent government authorities. Provided however that the Landlord has taken the responsibility for dealing with Environment Canada with respect to the landfill.

IN WITNESS WHEREOF the parties hereto have executed this Lease, Shoreline Repair Licence, Shoreline Pedestrian Licence, Access Corridor Licence, Overpass Landscaping Licence and Transition Area Right of Way as of the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
on behalf of the VANCOUVER )  
PORT CORPORATION by its duly )  
authorized signatories: )

s.22(1)

\_\_\_\_\_  
President & CEO )

s.22(1)

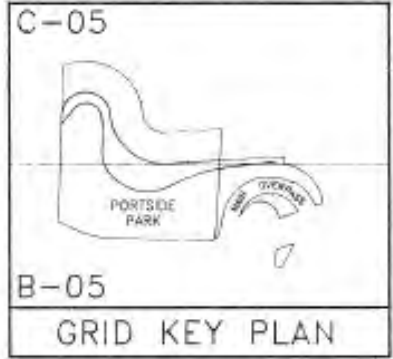
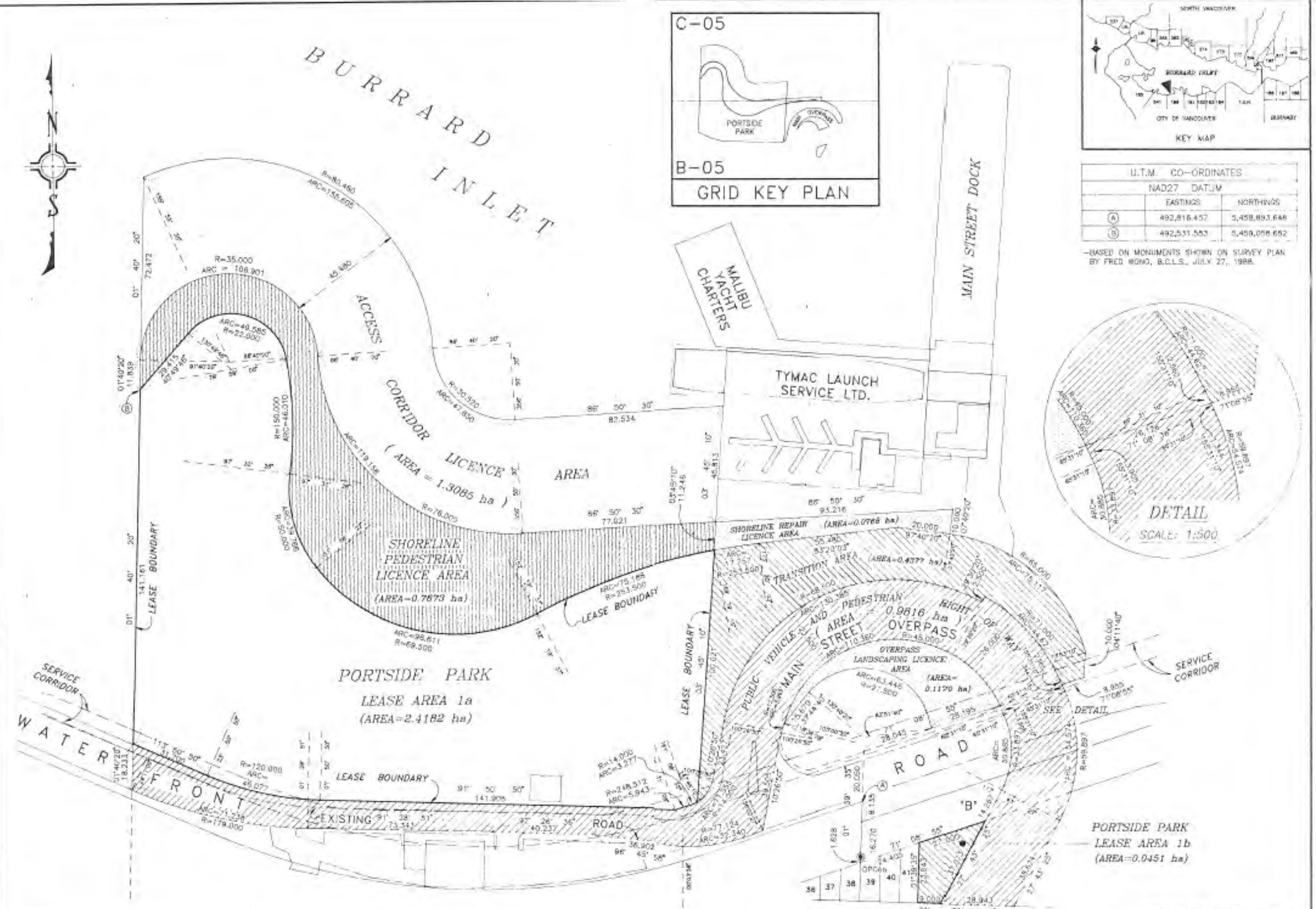
\_\_\_\_\_  
Corporate Secretary )

C/S

THE COMMON SEAL OF CITY OF )  
VANCOUVER was hereunto )  
affixed in the presence of: )

Francis J. Connell BDS )  
Authorized Signatory )

C/S



| U.T.M. CO-ORDINATES |             |               |
|---------------------|-------------|---------------|
| NAD27 DATUM         |             |               |
|                     | EASTINGS    | NORTHINGS     |
| (A)                 | 492,816.457 | 5,458,893.648 |
| (B)                 | 492,531.553 | 5,458,098.692 |

-BASED ON MONUMENTS SHOWN ON SURVEY PLAN BY FRED WONG, B.C.L.S., JULY 27, 1988.



NOTES:  
 -DISTANCES ARE SHOWN IN INTERNATIONAL METRES.  
 -BEARINGS ARE DERIVED FROM SURVEY PLAN BY F. WONG, B.C.L.S.  
 -U.T.M. BEARINGS = F. WONG PLAN # 28  
 -PRIOR TO COMPUTATION OF U.T.M. CO-ORDINATES, MULTIPLY DISTANCES BY COMBINED SCALE FACTOR 0.999998.

REFERENCES: -PLAN BY FRED WONG, B.C.L.S., DATED: JULY 27, 1988.  
 -VPC SKETCH PLAN NO. 991-94  
 -VPC SKETCH PLAN NO. 992-038

D. L. 1996  
 REVISED "TRANSITION AREA RIGHT-OF-WAY" CHANGED TO "TRANSITION AREA", May 16, 1995/1.D.

**VANCOUVER PORT CORPORATION**  
 PROPERTY ADMINISTRATION DEPARTMENT

DRAWN BY: H.A.S. CHECKED BY: *[Signature]*

SCALE: 1:1000 DATE: JULY 28, 1992

LEASE PLAN NO. 92-050

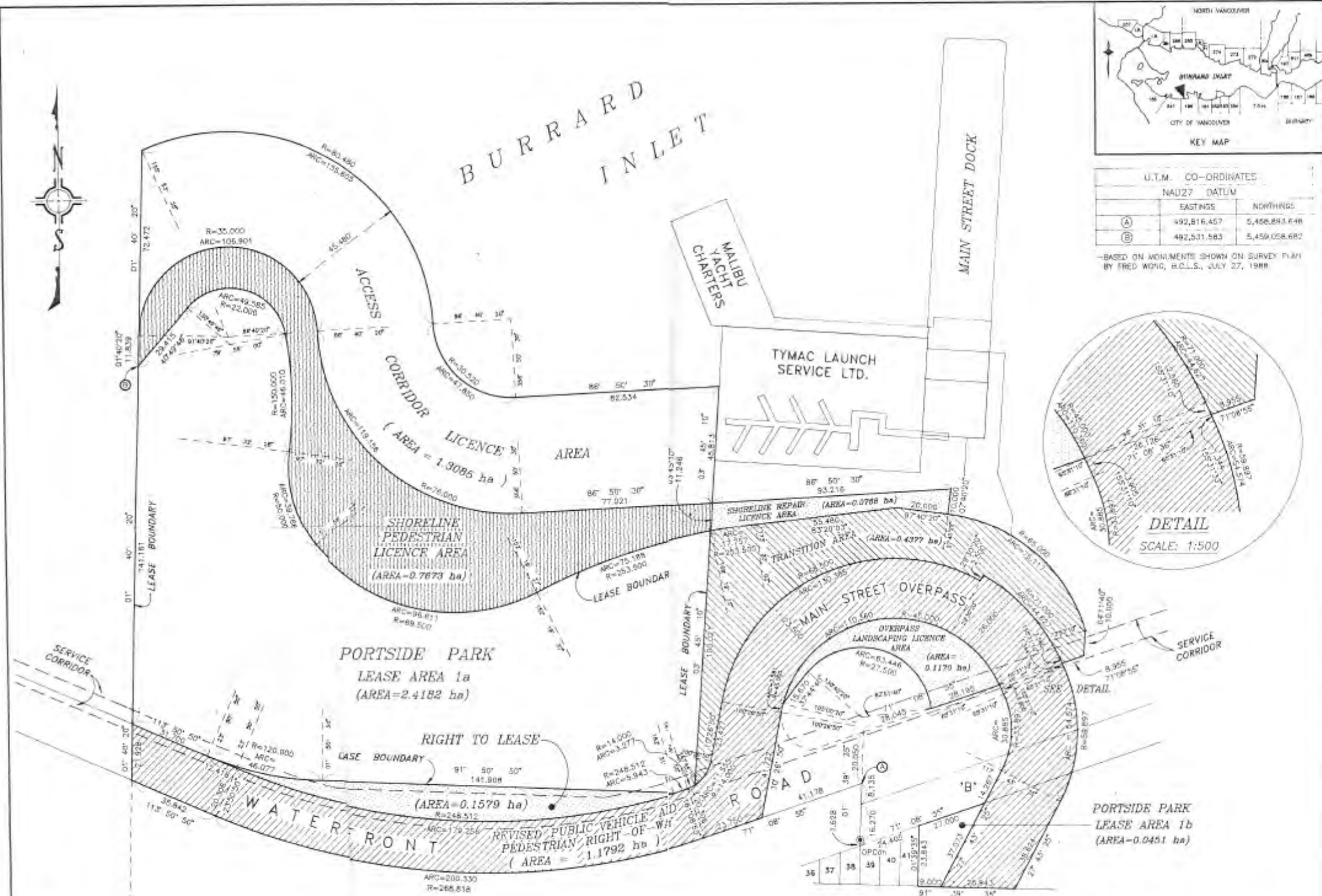
CITY OF VANCOUVER  
 LEASE AND LICENSE AREAS OVER A PORTION OF:  
 1. LOT 45, BLOCK 1, D.L. 108 AND 428, PLAN 4769;  
 2. LOTS 42, 43 AND 44, BLOCK 1, D.L. 196, PLAN 184;  
 3. LOT 6 (FEET: PLAN 10341) OF THE PUBLIC HARBOUR OF BURRARD INLET AND OF BLOCK 1, D.L. 196 AND  
 4. THE BED OF THE PUBLIC HARBOUR OF BURRARD INLET ADJOINING SAID LOT 6.  
 ALL OF GROUP ONE, NEW WESTMINSTER DISTRICT.  
 CITY OF VANCOUVER



U.T.M. CO-ORDINATES  
NAD27 DATUM

|     | EASTINGS    | NORTHINGS     |
|-----|-------------|---------------|
| (A) | 492,816.457 | 5,458,893.648 |
| (B) | 482,531.583 | 5,459,058.687 |

-BASED ON MONUMENTS SHOWN ON SURVEY PLAN BY FRED WONG, B.C.L.S., JULY 27, 1988



NOTES:  
 -DISTANCES ARE SHOWN IN INTERNATIONAL METRES.  
 -BEARINGS ARE DERIVED FROM SURVEY PLAN BY F. WONG, B.C.L.S.  
 -U.T.M. BEARINGS = F. WONG PLAN # 28  
 -PRIOR TO COMPUTATION OF U.T.M. CO-ORDINATES, MULTIPLY DISTANCES BY COMBINED SCALE FACTOR 0.999508.

REFERENCES:  
 -PLAN BY FRED WONG, B.C.L.S., DATED: JULY 27, 1988.  
 -VPC SKETCH PLAN NO. 581-84  
 -VPC SKETCH PLAN NO. 582-038  
 -VPC LEASE PLAN NO. 92-050

D. L. 198

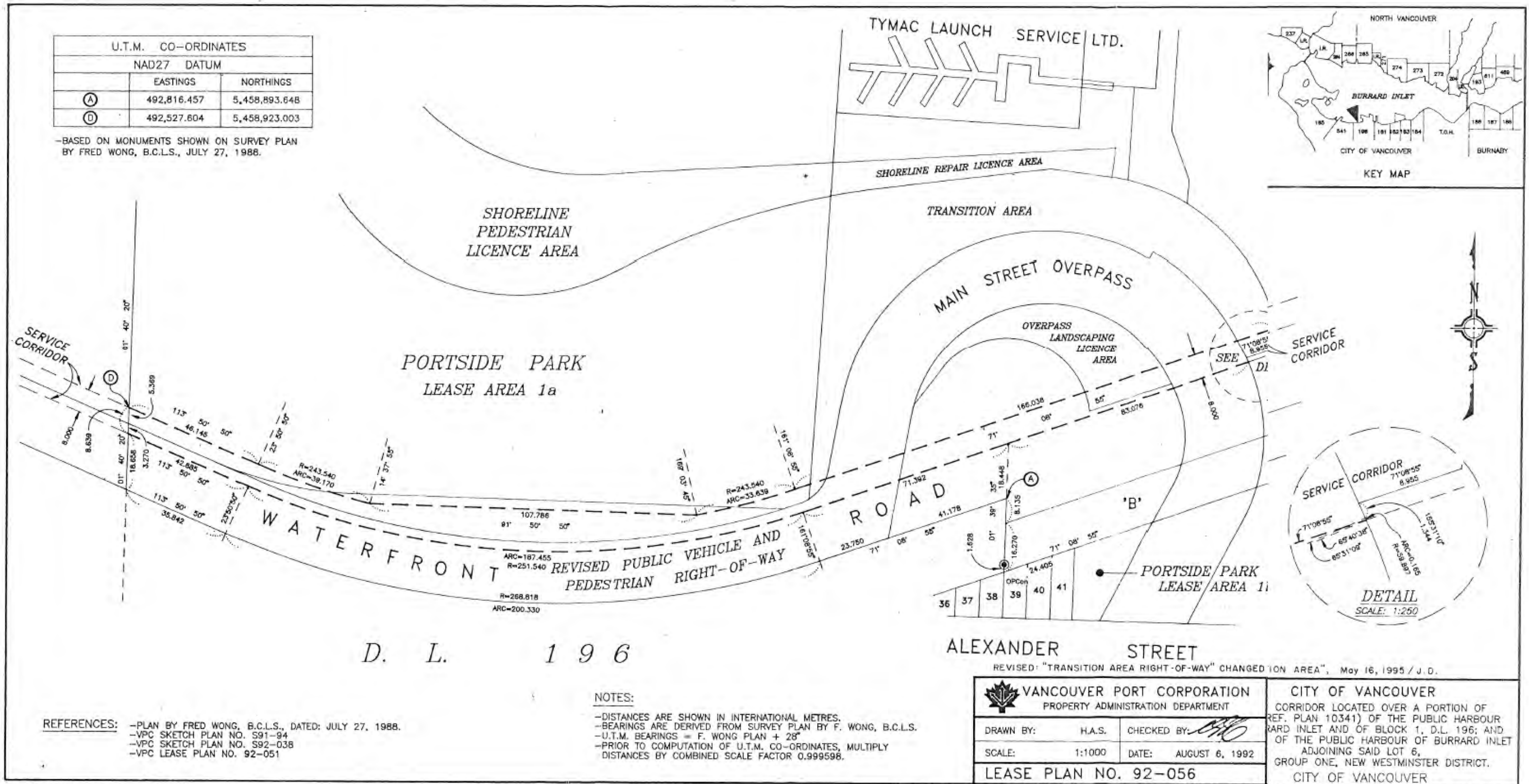
ALEXANDER STREET  
 REVISED: "TRANSITION AREA RIGHT-OF-WAY" CHANGED TO "TRANSITION AREA", May 16, 1995/J.J.U.  
 REVISED: NOTATION AMENDED NOVEMBER 14, 1994.

|  |        |                                |
|--|--------|--------------------------------|
| VANCOUVER PORT CORPORATION<br>PROPERTY ADMINISTRATION DEPARTMENT |        |                                |
| DRAWN BY   | H.A.S. | CHECKED BY: <i>[Signature]</i> |
| SCALE:   | 1:1000 | DATE: JULY 30, 1992            |
| LEASE PLAN NO. 92-051  |        |                                |

CITY OF VANCOUVER  
 LEASE AND LICENCE AREAS OVER A PORTION OF:  
 1. LOT 45, BLOCK 1, D.L. 198 AND 4281, PLAN 4759;  
 2. LOTS 42, 43 AND 44, BLOCK 1, D.L. 198, PLAN 184;  
 3. LOT 6 (REF. PLAN 10341) OF THE PUBLIC HARBOUR OF BURRARD INLET AND 7 OF BLOCK 1, D.L. 198; AND  
 4. THE BED OF THE PUBLIC HARBOUR OF BURRARD INLET ADJOINING SAID LOT 6.  
 ALL OF GROUP ONE, NEW WESTMINSTER DISTRICT, CITY OF VANCOUVER

| U.T.M. CO-ORDINATES |             |               |
|---------------------|-------------|---------------|
| NAD27 DATUM         |             |               |
|                     | EASTINGS    | NORTHINGS     |
| (A)                 | 492,816.457 | 5,458,893.648 |
| (D)                 | 492,527.604 | 5,458,923.003 |

-BASED ON MONUMENTS SHOWN ON SURVEY PLAN BY FRED WONG, B.C.L.S., JULY 27, 1988.



D. L. 196

REFERENCES: -PLAN BY FRED WONG, B.C.L.S., DATED: JULY 27, 1988.  
 -VPC SKETCH PLAN NO. S91-94  
 -VPC SKETCH PLAN NO. S92-038  
 -VPC LEASE PLAN NO. 92-051

NOTES:  
 -DISTANCES ARE SHOWN IN INTERNATIONAL METRES.  
 -BEARINGS ARE DERIVED FROM SURVEY PLAN BY F. WONG, B.C.L.S.  
 -U.T.M. BEARINGS = F. WONG PLAN + 28°  
 -PRIOR TO COMPUTATION OF U.T.M. CO-ORDINATES, MULTIPLY DISTANCES BY COMBINED SCALE FACTOR 0.999598.

|  |                                |
|--|--------------------------------|
| VANCOUVER PORT CORPORATION<br>PROPERTY ADMINISTRATION DEPARTMENT |                                |
| DRAWN BY: H.A.S.   | CHECKED BY: <i>[Signature]</i> |
| SCALE: 1:1000  | DATE: AUGUST 6, 1992           |
| LEASE PLAN NO. 92-056  |                                |

CITY OF VANCOUVER  
 CORRIDOR LOCATED OVER A PORTION OF REF. PLAN 10341) OF THE PUBLIC HARBOUR BARRARD INLET AND OF BLOCK 1, D.L. 196; AND OF THE PUBLIC HARBOUR OF BURRARD INLET ADJOINING SAID LOT 6, GROUP ONE, NEW WESTMINSTER DISTRICT.  
 CITY OF VANCOUVER

FILED ON DISK NO. PAD - 024/HAS

GRID: B-05 & C-05