



Regular Council Meeting for Public Hearings

Monday, February 16th, 2004

Place: Council Chambers
Richmond City Hall
6911 No. 3 Road

Present: Mayor Malcolm D. Brodie
Councillor Linda Barnes
Councillor Derek Dang
Councillor Evelina Halsey-Brandt
Councillor Rob Howard
Councillor Kiichi Kumagai
Councillor Bill McNulty
Councillor Harold Steves

David Weber, Acting City Clerk

Absent: Councillor Sue Halsey-Brandt

Call to Order: Mayor Brodie opened the proceedings at 7:07 p.m.

- 1. Official Community Plan Amendment Bylaw 7639**
(City Centre; City Centre (St. Albans); City Centre (Acheson Bennett Sub-Area); City Centre (McLennan North Sub-Area); City Centre (McLennan South Sub-Area); East Richmond (McLennan Sub-Area); and Hamilton;
Applicant: City of Richmond)

Applicant's Comments:

Nothing further to add.

Written Submissions:

None.



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Submissions from the floor:

Mr. Gerry Retallick, 7660 Acheson Road, asked that the changes which were being made to the Acheson Bennett Sub-Area be explained. Staff, in response, advised that only formatting issues were addressed in the amendment and that the content had not been altered in any way. Mr. Retallick also spoke about concerns of residents living on the south side of Acheson Road that garages were no longer allowed to be located at the front of dwellings, and that when properties were redeveloped, access could only be provided from the rear by means of a lane.

PH04/2-1

It was moved and seconded
That Official Community Plan Amendment Bylaw 7639 be given second and third readings.

CARRIED

PH04/2-2

It was moved and seconded
That Official Community Plan Amendment Bylaw 7639 be adopted.

CARRIED

2a. Zoning Amendment Bylaw 7641 (RZ 03-241131)
(Along Section Line Roads; Applicant: City of Richmond)

2b. Zoning Amendment Bylaw 7642 (RZ 03-241131)
(5980 Lancing Road & 7631, 7651, 7671, 7711 No. 2 Road; Applicant: Aspen Marketing Ltd.)

Applicant's Comments:

Mr. Robert Sergosi, Architect, representing the applicant, used site plans to explain the proposal, which he indicated was based on the changes to the City's Arterial Road policy, which called for increased density along major arterial roads and around commercial centres, and allowed for a variety of housing options centred around these commercial centres.



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Written Submissions:

Thomas Woo, 1111 West Georgia Street, Vancouver (Schedule No. 1)
Manjit Sandhu, 7640 Langton Road (Schedule No. 2)

Submissions from the floor:

Mr. John Cameron, of 7731 No. 2 Road (Schedule No. 3).
Mr. Jim Hamilton, of 5780 Lancing Road (Schedule No. 4).

PH04/2-3

It was moved and seconded

That Zoning Amendment Bylaws 7641 and 7642 each be given second and third readings .

Prior to the question on Resolution No. PH04/2-3, being called, staff were requested to ensure that the requests of Mr. Cameron (as indicated on Page 5 of his submission) were addressed.

The question on Resolution No. PH04/2-3 was then called, and it was **CARRIED.**

3. **Zoning Amendment Bylaw 7643 (RZ 03-249167)**
(6228 Garrison Court; Applicant: Rav Bains)

Applicant's Comments:

The applicant was not present.

Written Submissions:

None.

Submissions from the floor:

None.

PH04/2-4

It was moved and seconded

That Zoning Amendment Bylaw 7643 be given second and third readings.

CARRIED



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PH04/2-5

It was moved and seconded
That Zoning Amendment Bylaw 7643 be adopted.

CARRIED

4. **Zoning Amendment Bylaw 7644 (RZ 03-251091)**
(10680 and 10700 Bird Road; Applicant: Gagan Jagpal)

Applicant's Comments:

The applicant indicated that he would respond to questions.

Written Submissions:

None.

Submissions from the floor:

None.

PH04/2-6

It was moved and seconded
That Zoning Amendment Bylaw 7644 be given second and third readings.

CARRIED

5. **Zoning Amendment Bylaw 7645(RZ 03-251707)**
(10611/10631 Bird Road; Applicant: NKS Enterprises)

Applicant's Comments:

The applicant indicated that he would respond to questions.

Written Submissions:

None.

Submissions from the floor:

None.

PH04/2-7

It was moved and seconded
That Zoning Amendment Bylaw 7645 be given second and third readings.

CARRIED



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6. ADJOURNMENT

PH04/2-8

It was moved and seconded
That the meeting adjourn (7:45 p.m.).

CARRIED

Certified a true and correct copy of the
Minutes of the Regular Meeting for Public
Hearings of the City of Richmond held on
Monday, February 16th, 2004.

Mayor (Malcolm D. Brodie)

Acting City Clerk (David Weber)

HOLBORN HOLDINGS LTD.
SUITE 1788, 1111 WEST GEORGIA STREET - VANCOUVER, BC - V6E 4M3
PHONE (604) 484-8188 FAX (604) 484-8187

FACSIMILE TRANSMITTAL SHEET

SCHEDULE 1 TO THE MINUTES
OF THE REGULAR MEETING
FOR PUBLIC HEARINGS HELD
ON FEBRUARY 16TH, 2004.

TO: Jenny Beran FROM: Thomas Woo
COMPANY: City of Richmond DATE: February 11,

FAX NUMBER: (604) 276-4052 TOTAL NO. OF PAGES INCLUDING COVER: Two

RE: Rezoning Application RZ 03-241131

- URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Jenny,

Please find attached a follow-up letter to Mr. & Mrs. Sandhu of 7640 Langton Road.

I met with them last night regarding our agreement to plant some additional trees in their backyard.

As indicated in the letter, we have agreed to plant a combination of deciduous and evergreen specimens.

Dave Webster met with the Shovlains and will be sending you a copy of his follow-up letter.

Sincerely,



Thomas Woo

Ps. Please note my new office address & contact information.

Note:

This is a *privileged and confidential* communication intended strictly for the addressees only. If you are not the intended recipient, you are notified that any use, dissemination, distribution or copying of the information contained in this communication is strictly prohibited.

If you have received this transmission in error, please notify us immediately and return the entire fax to the reply address stated above.



Holborn

February 11, 2004

Via Mail

Mr. & Mrs. Sandhu
7640 Langton Road
Richmond, B.C.
V7C 4B6

Dear Mr. & Mrs. Sandhu,

Thank you for taking the time to meet with me yesterday regarding the proposed townhouse development at No. 2 Road and Lancing Road.

At our previous meeting, we had agreed to plant additional trees in your backyard to provide a visual screen between the townhouses and your home. Our landscape architect has reviewed the options and suggested a variety of both deciduous and evergreen species. We reviewed the pros and cons of these options during our meeting yesterday.

At your request, we will provide a combination of evergreens at the corners of your property and deciduous trees in between. Given the size of the trees and allowing for future growth, we suggest a maximum of three specimens. The evergreens (Fir) will provide year-round screening, with the deciduous species adding seasonal colour and flowers. The choices for the deciduous trees included Japanese Snowbell, Chinese Dogwood, and Magnolia. These were suggested for their branching, flowering and fall colour. The specimen size recommended is an installed size of 6cm caliper, which equates to approximately 10 feet in height.

We suggest that these trees be planted during the installation of onsite landscaping for the townhouses, in order to minimize disruption.

Again, thank you for meeting with me.

Sincerely,
The Holborn Group

Thomas Woo

MayorandCouncillors

To Public Hearing
Date: Feb 16, 2004
Item # 2
Re: Bylaws 7642 (+7641)
Lancing Rd + No. 2 Bl

From: web2@city.richmond.bc.ca
 Sent: February 15, 2004 9:50 PM
 To: MayorandCouncillors
 Subject: 7642 (RZ 03-241131)

SCHEDULE 2 TO THE MINUTES OF
 THE REGULAR MEETING FOR
 PUBLIC HEARINGS HELD ON
 FEBRUARY 16TH, 2004.

 Name: Manjit Sandhu
 Address: 7640 Langton Road, Richmond, B.C. V7C 4
 SubjectProperty_Bylaw: 7642 (RZ 03-241131)

Comments:

We strongly object to the rezonin the subject properties from Single Family Housing District to two-and-half storey and three storey townhouses with a new lane along the western side of the site.

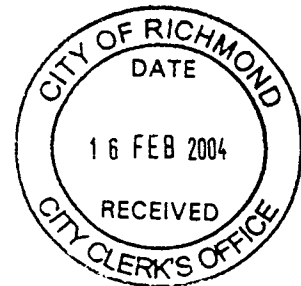
These two-and-half and three storey townhouses will create more traffic and noise at the back of our house. The traffic will create a bottleneck congestion at the corner of No. 2 and Lancing leading to traffic jams and hazards. Our comfort, peace and quiet will be adversely affected. We will lose our privacy as these townhouses will be towering over our backyard. These conditions will affect the value of our house.

Our house is only three years old. At the time when we built our house, there was no indication of this development. If we had known about this at the time we would not have build our house. We think it unwise of City Council to approve such a rezone application.

We strongly submit that this rezone application should not be approved for the reasons mentioned above (traffic jam, increase of noise and loss of privacy).

Yours truly,

Manjit Sandhu



7731 No. 2 Road
Richmond, BC V7C 3M1

SCHEDULE 3 TO THE MINUTES
OF THE REGULAR MEETING
FOR PUBLIC HEARINGS HELD
ON FEBRUARY 16TH, 2004.

February 16, 2004

Mayor Brodie, City Councillors and Urban Development Division
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Sirs and Mesdames:

SUBMISSION

Re Rezoning Amendment Bylaws No. 7641 and 7642
Properties: 5980 Lancing Road and 7631, 7651, 7671 and 7711 No. 2 Road

I have lived all my life in Richmond, and have owned and resided at the property at 7731 No. 2 Road for over 26 years (immediately south of the above-noted proposed development).

In principle, I support the proposed development because it:

1. Eliminates traffic entering and exiting driveways directly onto No. 2 Road (rear lane to Lancing Gate).
2. Increases density ("kitty corner" to strip mall at No. 2 and Blundell Roads).
3. Replaces old houses in disrepair with newer residences.

Please note that I assisted Orest Perry, Lulu Island Realty, in initial assembly of properties for proposed development.

I do not, however, support this development proposal as it presently relates to me and my property.

Please consider the following comments and concerns:

1. **Restrictions on my property's capacity for future development.**
In July 1999, the City of Richmond widened No. 2 Road to provide an extra turning lane at the intersection of No. 2 and Blundell Roads. The City acquired a portion of my frontage at that time. Myself, and neighbours, raised the issue of possible property subdivision and development for the lots located on the west

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Mayor Brodie, City Councillors and Urban Development Division, City of Richmond
SUBMISSION - Re: Rezoning Amendment Bylaws No. 7641 and 7642
Properties: 5980 Lancing Road and 7631, 7651, 7671 and 7711 No. 2 Road

side of No. 2 Road at council meetings regarding widening No. 2 Road. We were told that was not the correct forum for property development discussions and were referred to the Urban Development Division, in particular to Jenny Beran. After further discussion with Jenny Beran, we were clearly told that no development would be permitted and that the policy of 60 foot minimum frontage lots along No. 2 Road would be upheld. With this understanding, and accepting the fact that I would reside at 7731 No. 2 Road for the long-term, I proceeded with considerable improvements to my property (new porch, new garage and pottery studio, new gutters, new kitchen, replaced drainage system, etc).

In August 2001, City Council adopted a new policy No. 5038 regarding lanes. This policy permits and promotes development along arterial roads, particularly near shopping centres and amenities, through the use of rear laneways that feed onto secondary roads. This new policy has opened the door for this proposed development. This is a complete reversal of previous policy.

On May 27, 2003, I was presented with an offer by Aspen Marketing Limited for my property which I declined.

In telephone conversation on that date with Jenny Beran, I was assured that the laneway at the rear of the proposed development would "dead-head" at my north property line "so as not to restrict my capacity to develop in the future."

On August 25, 2003, I once again spoke to Jenny Beran and was told "be warned that should I not participate in the proposed development I would be likely be left with a large lot that could not be developed" - in other words, I would be land locked. During this conversation I mentioned that hopefully I could, at some time in the future, subdivide my property (66 foot frontage into two 33 foot lots) as has been done with numerous other properties along No. 2 Road. I was told that the City would likely not endorse subdivision into two lots as it would be deemed "under development." Please note I have checked with the Urban Development Division and my property meets all the requirements for subdivision into two 33 foot lots.

Somehow, we have moved from "absolutely no development permitted" in 1999 to "high density condos only" in 2003. This lack of consistency in development policy has left me at a disadvantage. Had I known, I would not have improved

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Mayor Brodie, City Councillors and Urban Development Division, City of Richmond
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my property at considerable expense and would presently be part of the proposed development.

2. Inadequate offer to purchase my property.

In telephone conversation with Jenny Beran on August 25, 2003, I was informed that Aspen Marketing Limited would be advised to reapproach me with a second offer to purchase - the rationale being that the City of Richmond was desirous that my property be included in the proposed development. I presumed - incorrectly - that it would be an improved offer (price and conditions) over the initial offer of May 27, 2003.

I found the new offer presented on September 12, 2003, to be entirely unacceptable, and worse than the initial offer, because:

- a. The amount offered (\$350,000) perhaps approximates market value and no more.
- b. Clauses 10a and 10b would permit the developer to hold my property for up to seven-and-a-half months without penalty. Note that property values for detached houses in Richmond have risen 31 percent from January 2003 to January 2004. I was reluctant to sign any sales agreement for such a long period in the present rapidly appreciating housing market.
- c. Clause 12 required that I pay Aspen Marketing Limited's real estate agent, Wes Kroeker, \$11,250 in real estate fees. I neither solicited his services nor was he acting on my behalf.
- d. Other restrictive clauses that benefited the purchaser only.

Both offers (May 27, 2003 and September 12, 2003) are attached for your perusal. I ask the question "Would you entertain signing either of these agreements?"

On September 12, 2003, Wes Kroeker told me that the proposed development would proceed with or without me and that should I not accept Aspen Marketing Limited's offer, I would be land-locked with a large lot that could not be developed. It appears to me that I am being pressured by both the developer

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and the Urban Development Division to develop or else. I find the tenor of the discussions to date to be unreasonable and coercive.

3. Secondary Concerns.

On November 5, 2003, I attended a public neighbourhood meeting regarding the proposed development and raised various concerns verbally. These concerns were also documented on a participant survey form at that meeting. To date I have received no response from either the developer or the Urban Development Division regarding these concerns which are listed below.

a. Drainage.

The elevation of the townhouse site is to be raised. What provisions have been made for possible drainage problems my property may experience?

b. Buffer.

Provisions for a buffer are to be provided along the entire west-side of the proposed development. No such provision for a buffer were shown on site plans for the north side of my property, although I will have six townhouses with their buildings ten feet from my property line.

c. Trees.

The property on 7711 No. 2 Road is overgrown with old unmaintained trees - in particular a large Douglas Fir that is damaging my present driveway and prohibits me from installing a new driveway and a Willow tree that is overgrown and entangled in the powerlines to the my house.

d. Rear lane.

The rear lane does not extend to my north property line (Jenny Beran assured me on May 27, 2003, that it would). Should future development occur, who will bear the cost for lane extension on the proposed development site?

4. Health Issues.

Both myself and my roommate are long-term survivors with full-blown AIDS. Our survival is, quite to some degree, contingent on amenities so conveniently located in the mall across the street from my property - doctor, MDS Metro Lab, drug stores (two), grocery store, banks, bus service, etc. Selling and relocation

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requires finding another house nearby to such amenities. In the absence of any decent purchase offer, there is no incentive to either sell or move.

REQUESTED PROVISIONS

I ask for the following:

1. That I be permitted to subdivide my property into two 33-foot lots in the future.
2. That the rear lane extend to my north property line.
3. That the two particular trees previously mentioned at 7711 No. 2 Road be removed.
4. That an adequate buffer be provided along my north property line (perhaps a large cedar hedge).
5. That my drainage concerns be addressed.

Recognizing that I have resided at 7731 No. 2 Road for over 26 years and paid property taxes, I ask that my needs be given consideration and be addressed. Should these concerns not be addressed, I shall be forced to seek legal redress and compensation for restricting my ability to develop.

Sincerely,

John N. Cameron
Owner and resident of 7731 No. 2 Road
Phone # 604-274-8122

Attachments: 2 offers to purchase



PREPARED BY: Lulu Island Realty Ltd

DATE: May 27, 2003

ADDRESS: 3291 Blundell Road, Richmond BC
(AGENCY - PLEASE PRINT)

PC: V7C 1G5 PHONE: 604 273-8931

PER: Orest Perry

MLS® No.: Exclusive

SELLER: <u>John Cameron</u>	BUYER: <u>Aspen Marketing Ltd</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>7731 No. 2 Road</u>	ADDRESS: <u>4660 Lancelot Drive</u>
<u>Richmond, B.C.</u>	<u>Richmond BC</u> PC: <u>V7C 4S3</u>
PHONE: _____	PHONE: _____
RESIDENT OF CANADA <input checked="" type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: <u>Builders and Developers</u>
as defined under the <i>Income Tax Act</i> .	

PROPERTY: Address: 7731 No 2 Road Municipality: Richmond BC PC: _____

Legal Description: Lot 11 Sec 13 B4N Rge 7W PI 20307

(Property) PID# 003-674-711

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be _____ DOLLARS \$ _____ (Purchase Price)

2. **DEPOSIT:** A deposit of \$ 15,000.00 (\$5,000.00 in Trust) which will form part of the Purchase Price, will be paid on the following terms: within 48 hours of acceptance; additional \$5,000 non-refundable to Seller if Buyer extends subject time period after Public Hearing as per item 3, page 3; plus additional \$5000 non- to Seller upon removal of all subject clauses.

All monies paid pursuant to this section (Deposit) will be delivered in trust to Lulu Island Realty Ltd and held in trust in accordance with the provisions of the *Real Estate Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete the money should be returned to such party as stakeholder or paid into Court.

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:
As per attached addendum(s)

Each condition, if so indicated, is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Act*.

4. **COMPLETION:** The sale will be completed on or before 30 days after all subject removals, yr. 2003 (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12 noon on as per addendum page 3, yr. 2003 (Possession Date) OR, subject to the following existing tenancies, if any: none

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of Date of Completion, yr. 2003 (Adjustment Date)

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING:

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____ yr _____

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INITIALS

RE: PROPERTY ADDRESS 7731 No 2 Road, Richmond, B.C.

- 9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.
- 10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's trust cheque.
- 11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office on or before the Completion Date.
- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller in accordance with the *Real Estate Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.
- 14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Buyer may pay the Purchase Price to a Lawyer or Notary in trust, on the CBA (Real Property Section) standard undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 a.m. on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. **REPRESENTATIONS & WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a Real Estate Agent* and acknowledge and confirm as follows:
 - (a) the Seller has an Agency relationship with _____ and _____
AGENT SALESPERSON
 - (b) the Buyer has an Agency relationship with _____ and _____
AGENT SALESPERSON
 - (c) the Buyer and the Seller have consented to a Limited Dual Agency relationship with
Lulu Island Realty Ltd and Orest Perry
AGENT SALESPERSON SALESPERSON

having signed a Limited Dual Agency agreement dated 2003

If only (a) has been completed, the Buyer is acknowledging no agency relationship. If only (b) has been completed, the Seller is acknowledging no agency relationship.

20. **THIS IS A LEGAL DOCUMENT. SEE INFORMATION PAGE. READ THIS ENTIRE DOCUMENT BEFORE YOU SIGN.**

21. **OFFER:** This offer, or counter-offer, will be open for acceptance until _____ o'clock ____ m. on _____
_____, yr. 2003 and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X _____ (WITNESS)	_____ (BUYER)	● _____ SEAL (PRINT NAME)
X _____ (WITNESS)	_____ (BUYER)	● _____ SEAL (PRINT NAME)

22. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Agent, as requested, forthwith after completion.

Seller's acceptance is dated _____, yr. 2003

X _____ (WITNESS)	_____ (SELLER)	● _____ SEAL (PRINT NAME)
X _____ (WITNESS)	_____ (SELLER)	● _____ SEAL (PRINT NAME)

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INITIALS



CONTRACT OF PURCHASE AND SALE ADDENDUM/AMENDMENT

MULTIPLE LISTING SERVICE®

PAGE 3 OF 3 PAGES

M.L.S.® NO. Exclusive

DATE: May 27, 2003

RE: ADDRESS 7731 No 2 Road, Richmond, B.C.

FURTHER TO THE CONTRACT OF PURCHASE & SALE DATED May 27, 2003

MADE BETWEEN John Cameron AS SELLER, AND
Aspen Marketing Ltd AS BUYER AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. This Offer is subject to an economic feasibility study to the Buyer on or before June 30, 2003.
2. If the feasibility study is satisfactory, the Buyer has the option to extend the above Subject time period for an additional 60 days to submit his Development Application, plans, etc, to the City for a zoning change.
3. If the Buyer has: (a) submitted his Development Application to the City, (b) in his sole discretion is satisfied with the results of the Public Hearing, (c) and pays the Seller a \$5,000.00 non refundable deposit, may further extend time period under item 2, an additional 60 days or until & including the 2nd day after Final Bylaw Reading, whichever is the soonest.
4. A further \$5,000.00 non-refundable payment to Seller upon removal of all subject clause(s).

- #-Each and every one of the above Conditions are for the sole benefit of Buyer and may be removed unilaterally.
- #-Trust deposits shall be interest bearing with interest accruing to Buyer. All Trust funds and any payments made to the Seller will be credited towards purchase price at Completion Date.
- #-Failure to remove the above Conditions Precedent as required, or by Buyer not exercising his option to extend Subject time periods, shall render this Contract null and void & trust only deposit shall be returned to the Buyer but only until such time as all subject clauses have been removed.
- #-Once all Conditions have been fulfilled, aived or removed by Buyer then all deposits and payments shall be forfeited to the Seller if Buyer does not complete.
- #-Property is being sold as land value only, therefore the Buyer and Seller agree to forgo a Property Disclosure Statement or a building Inspection Report. If a Title SEarch is required, the Buyer will arrange for his own.
- #- Possession shall be 30 days after completion, however the Seller has the option to extend possession an extra 30 more days by giving Buyer 5 days notice & submitting a payment of \$500 to him for use of dwelling.
- #- Seller has salvage rights to garage up to 5 days after Completion date.
- #- Buyer is aware property size is approximately 9,040 sq. ft after after portional sale to the City for road widening.
- #-The Buyer reserves the right on Completion to register Title to the property in the name of any other individual or corporate entity of the buyer's choice in addition to or in substitution of the buyer's name.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID AGREEMENT REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

X
(WITNESS)

X
(WITNESS)

X
(WITNESS)

X
(WITNESS)

X
(SELLER)

X
(SELLER)

X
(BUYER)

X
(BUYER)

LISTING AGENT

OFFER TO PURCHASE

Aspen Marketing Ltd., 4660 Lancelot Drive, Richmond, B.C. (hereinafter called the "Buyer"), hereby offers to purchase from:

JOHN CAMERON
7731 No. 2 Road, Richmond B.C.

(hereinafter called the "Seller")

that certain parcel or tract of land and all buildings, all lying and being in the City of Richmond in the Province of British Columbia, located at 7731 No. 2 Road, in the City of Richmond, B.C. having an area of approximately 9,048 square feet and legally described as:

Parcel Identifier: 003-674-711
Lot 11, Section 13; Block 4 North, Range 7 West, Plan 20307, SB 8 Except PL
LMP40316.

(hereinafter called the "Property")

THE TERMS AND CONDITIONS UPON WHICH THIS OFFER IS MADE ARE AS FOLLOWS:

1. The purchase price payable for the Property shall be Three Hundred and Fifty Thousand Dollars (350,000), hereinafter called the "Purchase Price", payable as follows:
 - a) a first deposit in the sum of Five Thousand Dollars (\$5,000) (the "First Deposit") to be paid within 48 hours of acceptance of this Offer by the Seller;
 - b) a second deposit in the sum of Five Thousand Dollars (\$5,000) (the "Second Deposit") to be paid upon the waiver or satisfaction of the condition precedent contained in Clause 10 (b) ;
 - c) all deposits shall be held in an interest bearing trust account by MACDONALD REALTORS WESTMAR, for the benefit of the Buyer, and be applied to the Purchase Price. All deposits shall remain fully refundable to the Buyer until all the conditions precedent contained in Clause 10 are satisfied or waived by the Buyer, and thereafter shall be non-refundable;

- d) the balance of the Purchase Price in cash or certified cheque, or solicitor's trust cheque on the Completion Date as hereinafter defined ;
 - e) if the Buyer is in default of the completion of the sale and purchase herein, upon such default, all deposits shall be released to the Seller as liquidated damages and this Agreement shall thereupon be null and void, and neither party shall have any further claim against the other.
2. At the Completion Date, the Seller shall have good and marketable title to the Property free and clear of all liens, encumbrances, charges, encroachments, defects in title or claims of every nature or kind, except financial charges to be discharged on closing.
 3. The Buyer will have vacant possession of the Property at 12 noon on or before Thirty (30) days following the waiver or satisfaction of the conditions precedent contained in Clause 10 or, in the event that such date is not a business day, the sale and purchase of the Property will complete on the following business day, hereinafter referred to as the "Completion Date". The Buyer will assume and pay all taxes, rates, improvements, assessments and other charges from and all adjustments, both incoming and outgoing, as of the Completion Date. The Buyer will bear the cost of the conveyance and will be responsible for the preparation of the documents necessary to effect the conveyance, provided, however, the Seller will be responsible for all costs required to clear title and to prepare all documents necessary to ensure clear title. Tender of documents and moneys required under this Agreement may be made on the parties or their respective solicitors.
 4. The Seller hereby warrants and represents to the Buyer, as warranties which are to continue and survive the completion of the purchase and sale herein, that the Property does not contain any ureaformaldehyde, asbestos, PCB transformers, fill material, nor any other hazardous, toxic or contaminated materials or substances, nor any underground storage tanks. "Hazardous Substance" includes, without limitation, any substances, products, materials or goods which are hazardous or dangerous to human, animal or plant health or life or the environment and, in particular, includes any substances, products, materials or goods which are defined as hazardous substances or special waste in or pursuant to any law, regulation or order of any authority of competent jurisdiction.
 5. The Seller hereby agrees to indemnify and hold the Buyer harmless from and against any and all liabilities, losses, claims, damages (including lost profits, consequential damages, interest, penalties, fines and any monetary and other sanctions) incurred or suffered by the Buyer by reason of, or in any way related to, misrepresentation or breach of any of the representations, warranties or covenants of the Seller set forth in this agreement.

6. The Property shall be at the risk of the Seller until payment of the Purchase Price on the Completion Date and in the event of loss or damage to the Property occurring before the Completion Date by reason of tempest, lightning, earthquake, flood, or other Act of God, fire explosion, riot, civic commotion, insurrection or war, which is not covered by insurance, the Buyer may, at its option, cancel this Agreement and shall thereupon be entitled to the return of any moneys paid hereunder. The Property shall be at the risk of the Buyer from and including the Completion Date.
7. The Seller hereby authorizes the Buyer, its agents, employees and contractors to enter upon the land for the purpose of taking soil samples, digging test holes, conducting other geotechnical and environmental investigations and appraisals of the Property, provided such activities do not unduly interfere with the Seller's use and enjoyment of the Property.
8. The Buyer shall be liable for its actions and those of its agents at all times during site feasibility investigations and prior to completion of the sale and the Buyer agrees to indemnify and save the Seller harmless from and against any and all actions, causes of action, claims, debts or demands of any kind arising out of, or in any way connected to the presence of the Buyer or its agents on the Property, exclusive of any deposits forfeited to the Seller under this Agreement.
9. Deleted
10. The Buyer's obligation to complete the purchase of the Property is subject to the following conditions precedent:
 - a) The Buyer, in its sole and absolute discretion, being satisfied on or before Forty Five (45) days following acceptance of this offer by the Seller, with the economic feasibility of developing a Townhouse project on the property.
 - b) The Buyer, in its sole and absolute discretion, being satisfied with receipt of a Development Permit from the City of Richmond on or before One Hundred and Eighty (180) days following the waiver or satisfaction of Buyer's condition 10 (a).

The above conditions precedent are for the sole benefit of the Buyer and must be waived or declared fulfilled by written notice on or before the date specified or on or before closing if no date is specified, otherwise the contract will be terminated and all deposit fully refunded to the Buyer.

11. The Seller covenants and warrants that:
 - a) the Seller will on the Completion Date be a resident of Canada for the purposes of the Income Tax Act of Canada ;

- b) neither the acceptance of this offer nor performance by the Seller hereunder will result in the breach of, or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Seller is a party or by which the Seller is bound ;
 - c) there are no actions, suits or proceedings pending or, to its knowledge, threatened against or affecting the Seller in law or in equity which, if decided against the Seller, could affect the right of the Buyer to own, occupy and obtain revenue from the Property or the ability of the Seller to perform its obligations hereunder ;
 - d) all municipal taxes, rates levies and assessments with respect to the Property will on Completion Date either be paid in full or adjusted between the Seller and Buyer and the Seller has not entered into any written agreement with the City of Delta or any other authority having jurisdiction nor received any notice which would have the result of making the Property subject to and assessed for any sewer charges, local improvement rates or charges of a similar nature other than is currently assessed ;
 - e) the Seller will maintain the Property in a reasonable and prudent manner from the date of this Agreement until the Completion Date ;
 - f) there has not been received by the Seller or anyone on behalf of the Seller, any notice with respect to any material by-law change affecting the use of the Property or relating to any threatened or pending condemnation or expropriation of the Property from any governmental department, branch, agency, office or other authority ;
 - g) that there are no agreements relating to the management of the Property which cannot be terminated upon thirty (30) days notice ;
 - h) it will execute any documentation required by the City of Richmond to apply for a rezoning and/or development permit and/or building permit or any other documents, including a site profile, as reasonably requested by the Buyer and shall allow the Buyer to place such signs and such notices on the Property ;
 - i) upon payment of the First Deposit, the Seller shall permit the Buyer to place development and or marketing signs on the Property.
12. The Seller shall be responsible for the payment of any and all real estate commissions in this transaction.

13. This Offer is made by the undersigned and upon acceptance it shall form a binding Agreement for Sale and Purchase subject only to Clause 10 hereof. It is understood that time shall be of the essence hereof.
14. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
15. It is understood and agreed that there are no representations, warranties, guarantees, promises, or agreements other than those contained in this Agreement.
16. The terms and conditions contained herein shall not merge upon closing but shall remain valid and enforceable in every respect before and after the Completion Date.
17. The Buyer shall be entitled to assign, in whole or in part, its interest in this Agreement to a related party, subsidiary or any third party, provided that the Buyer remains liable under the terms of this Agreement.
18. This Offer is irrevocable and open for acceptance until 6:00 P.M. Pacific Standard Time on the 12th day of September, 2003 and may be accepted only by authorised signatories for the Seller executing the enclosed duplicate copy of this Offer and delivering the same to ASPEN MARKETING LTD, 4660 Lancelot Drive, Richmond, B.C. on or before the time aforesaid.
19. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include the singular or the plural, and the masculine, feminine or the neuter gender, or the body politic or corporate as the context or the sense of this Agreement may require.
20. Any notice, request, demand, offer, acceptance, election, certificate or other instrument required or permitted to be given to any of the parties to this Agreement shall be personally delivered to the address of such party shown below, and any such notice shall be deemed to have been given and received by the party to whom it was addressed on delivery. This Agreement may also be executed in counterparts and delivered by facsimile, and each of the counterparts and facsimile copies executed and delivered shall be deemed an original, and such counterparts and facsimile copies together shall constitute one and the same instrument and be treated in all respects as if they were originals and shall be binding as if they were originals.

To the Buyer :

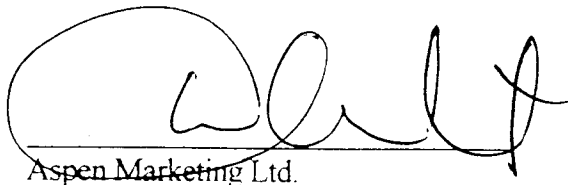
Mr. David Webster
Aspen Marketing Ltd.
4660 Lancelot Drive
Richmond, B.C. V7C 4S3

To the Seller:

MR. JOHN CAMERON
7731 No. 2 Road
Richmond, B.C.

21. If any provision of this Agreement is held to be not enforceable or invalid for any reason whatever, such un-enforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of the Agreement and such provision shall be severable from the remainder of the Agreement.
22. The provisions herein constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements whether verbal or written between the parties with respect to the subject matter hereof.
23. Each of the Buyer and Seller shall at all times hereafter execute and deliver at the request of the other all such further documents, deeds and instruments and shall do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.
24. For good and valuable consideration, the Seller acknowledges receipt of \$10 and agrees that the Agreement will not be withdrawn prior to the removal of the conditions outlined in Clause 10.
25. Closing Procedure. The Buyer will deliver all necessary closing documents including a Transfer and Statement of Adjustment for approval and execution by the Seller at least five (5) clear business days before the Completion Date. Closing documents will be returned by the Seller to the Buyer's solicitors on undertakings reasonably satisfactory to the Seller's solicitors with respect to Buyer financing, if any, payment of the Purchase Price and discharge of the Seller's financial encumbrances.

DATED at the City of Richmond, in the Province of British Columbia, this 10th day of September 2003.


Aspen Marketing Ltd.

Witness

In consideration of the deposit and the covenants and agreements of the Buyer contained herein, the Seller accepts this offer to purchase grants the option and adopts the warranties, representations and covenants of the Seller herein contained.

IN WITNESS HEREOF the Seller has executed its acceptance of this offer to purchase on the _____ day of September 2003.

JOHN CAMERON
(Authorized Signatory)

FEE-AGREEMENT



BETWEEN McDonald Westman
203 - 5188 Westminster Hwy.
Richmond, BC, V7C 5S7
 (BUYER'S AGENT)

AND: John Cameron
4731 No. 2 Rd.
Richmond, BC
 (SELLER)

A. THE SELLER IS THE OWNER OF THE PROPERTY DESCRIBED AS

UNIT NO. ADDRESS OF PROPERTY 4731 No. 2 Rd
 CITY/TOWN/MUNICIPALITY Richmond POSTAL CODE V7C-3M1 P.I.D. 003-674-711
 LEGAL DESCRIPTION LT-11 B4N- R7W L1 D 36 SEC. 13 PL. 20307
 (PROPERTY)

B. The Buyer's Agent is the agent for Aspen Marketing Ltd (the 'Buyer'), who may be interested in purchasing the Property.

THEREFORE in consideration of the Buyer's Agent introducing the Buyer to the Seller or showing the Property to the Buyer the Seller covenants and agrees with the Buyer's Agent as follows:

1. The Seller will pay to the Buyer's Agent a fee in the amount of \$ 11,250. plus applicable Goods and Services Tax and any other applicable tax in respect of the fee (fee + tax = remuneration) if a legally enforceable Contract of Purchase and Sale in respect of the Property is entered into at any time between the Seller and the Buyer.
2. The remuneration earned by the Buyer's Agent will be payable on the earlier of the date the purchase and sale is completed or the completion date set out in the Contract of Purchase and Sale.
3. Despite paragraph 1 the remuneration will not be payable if the Buyer defaults and fails to complete the purchase of the Property but will be payable if the Seller defaults and fails to complete the sale of the Property.
4. The Seller acknowledges and agrees that:
 - a) the Buyer's Agent is acting for the Buyer throughout the transaction and does not owe any agency duties to the Seller;
 - b) no advice concerning the Property, including price or terms of sale, has been given by the Buyer's Agent to the Seller;
 - c) the Buyer's Agent is authorized to obtain any information concerning the Property from any person, corporation or governmental authority, including the British Columbia Assessment Authority.
 - d) nothing in this Agreement, including the obligation of the Seller to pay the remuneration set out in Paragraph 1, shall be construed as creating an agency relationship between the Buyer's Agent and the Seller.
5. The Seller hereby irrevocably:
 - a) assigns to the Buyer's Agent from the proceeds of sale of the Property the amount of remuneration due to the Buyer's Agent and authorizes the Buyer's Agent to retain from the deposit money the amount of the Buyer's Agent's remuneration;
 - b) agrees to sign either in the Contract of Purchase and Sale or in a separate document, an irrevocable authority directing the Buyer and the lawyer or notary public acting for the Buyer or Seller to pay to the Buyer's Agent the remuneration due to the Buyer's Agent or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Buyer's Agent.
6. In this Agreement "sale" includes an exchange and "sale price" includes the value of property exchanged.
7. The interpretation of this Agreement and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
8. The parties acknowledge that this Agreement fully sets out the terms of the agreement between them.
9. This Agreement shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors and assigns.

DATED _____

SELLER _____ WITNESS _____ BUYER'S AGENT _____

SELLER _____ WITNESS _____ Per: _____

MANAGER / NOMINEE / APPR _____

The Buyer acknowledges an agency relationship with the Buyer's Agent.

BUYER _____

SCHEDULE 4 TO THE MINUTES
OF THE REGULAR MEETING
FOR PUBLIC HEARINGS HELD
ON FEBRUARY 16TH, 2004.

5780 Lancing Road,
Richmond, B. C.
V7C 3A1

December 14th, 2001

City of Richmond
6911 No. 3 Road,
Richmond, B. C.
V6Y 2C1

Attn: Mr. Richard McKenna,
City Clerk

Re: File No. EZ01 - 189889 -- 7731, 7711 7651
7631 No. 2 Road and 5980 Lancing Road

Two posted signs indicate application has been made by Lulu Island Realty to replace the single family homes at the above addresses with 14 Townhouses and a 3 storey apartment complex over 22 parking units.

I have 2 particular concerns in this regard:

- (1) Traffic/Parking
 - (2) Devaluation of other properties within the subdivision
- (1) a. The proposed complex is adjacent to the Blundell/No. 2 Road intersection which has already had its share of accidents (even with modifications - lights, etc.)
 - b. The West exit from Blundell Shopping Center is just South of this intersection and is a problem in itself even with its secondary light control.
 - c. The proposed light signal at the intersection of No. 2 and Lancing Roads (to accommodate this change) is more than likely to create as many problems as it solves due to its proximity to the traffic lights already in existence.
 - d. Even now, because of No. 2 Road traffic, much of the subdivision traffic "detours" through Laurelwood to the North (to exit onto Granville) and this creates other problems.
 - e. Traffic on No. 2 Road will increase dramatically within the near future due to population and lots being split along No. 2 Road creating "mini" subdivisions.

- (1) f. One major impact will come when the B. C. Packers property is developed because, as it now stands, No. 2 Road will be the most convenient route.
- g. If (as is likely) the 22 parking units cannot accommodate all the vehicles, etc. associated with this complex, where will they park?
- (2) a. The properties within this subdivision will surely decrease in value as has happened before when changes were made.
- b. The 1st change involved Lindsay Gardens, and no further comment need be made in that regard.
- c. The 2nd change came in late 1989 and you will note from your letter of May 2nd, 1989 (File A1005 V3) that 60.2% of the homeowners clearly indicated they did not wish any change in lot sizes, etc.
- d. You subsequently ignored the 60.2% and commenced to slice up the subdivision following a hearing on December 18th, 1989 (held, coincidentally, when most of the homeowners were attending the annual Xmas party at McKay Elementary School.
- e. The next change occurred in 1995/6 (File A1005 V3 REZ-017 Section 13-4-7), and your letter of Nov. 7, 1995 says only 16.5% replied to survey - is it any wonder considering previous experiences? In any event the application passed!
- f. Following this last change, comparison was made between a home sold in this subdivision (7551 Ludgate @ Ludlow) and one in Broadmoor (9591 Herbert @ Afton). The difference was \$105,000.
- g. The two subdivisions are about the same age, and gradually being replaced with the standard stucco/brick structures. There are many similarities such as ditches, size, access to main roads, bridges, etc.
- h. Both homes are on secondary corner lots, and have about the same lot size (7551 Ludgate - 8929 sq. ft.) and (9591 Herbert - 9350 sq. ft.) The Ludgate property sold in March, 1996 for 3325.000 and the following month the Herbert property went for \$430.000. The two homes were torn down shortly thereafter and replaced with stucco and brick structures.

Page 3 of 3 pages
City of Richmond

There can be no doubt that changes in lot sizes, etc. have had an adverse affect on land values as indicated herein. The circumstances under which these changes were made only compounds the wrong.

It would therefore seem reasonable to take an overall view of the Subdivision, with thought to all homeowners, when considering requests from individuals and groups with self-interests. There must be comparable benefit (further re-zoning, house sizes or ??) to remaining properties to compensate for loss in values.

An amount of \$105,000 is quite significant and, sooner or later, is likely to become an issue.

Yours truly,

A handwritten signature in cursive script, appearing to read "J.C. Hamilton". The signature is written in dark ink and is positioned above the typed name.

James C. Hamilton
for V.E. Hamilton