



City of Richmond

Report to Council

To: Richmond City Council

Date: December 15, 2010

From: Phyllis L. Carlyle
General Manager, Law & Community Safety

File: 12-8075-20-AMANDA #/Vol 01

Re: **Site Clean Up of an Unsightly Property**
Civic Address: 23951 Thompson Gate
Legal Description: West 66 Feet Lot "C", Section 36, Block 5 North Range 4 West, New Westminster District Plan 8270

Staff Recommendation

1. That the appeal submitted by Mr. Leon Higman, owner of 23951 Thompson Gate, against the "Order to Comply" issued on November 12, 2010 regarding the unsightly condition of 23951 Thompson Gate pursuant to the Unsightly Premises Regulation Bylaw No. 7162 and section 17(1) of the *Community Charter*, be denied;
2. That Walden Disposal Services, as contractor for the City, be authorized to remove the discarded materials at 23951 Thompson Gate in accordance with the "Order to Comply" of November 12, 2010 issued under the Unsightly Premises Regulation Bylaw No. 7162 and section 17(1) of the *Community Charter*; and
3. That the final cost of this remediation, estimated at \$23,520.00 (including fees and taxes), be invoiced to the owner of the property located at 23951 Thompson Gate.

Phyllis L. Carlyle
General Manager, Law & Community Safety
(604.276.4104)
Att. 5

| FOR ORIGINATING DEPARTMENT USE ONLY | | | |
|-------------------------------------|---|---------------------------------------|---|
| ROUTED TO: | CONCURRENCE | CONCURRENCE OF GENERAL MANAGER | |
| Law | Y <input checked="" type="checkbox"/> N <input type="checkbox"/> | | |
| Fire Rescue | Y <input checked="" type="checkbox"/> N <input type="checkbox"/> | | |
| Building Approvals | Y <input checked="" type="checkbox"/> N <input type="checkbox"/> | | |
| REVIEWED BY TAG | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | REVIEWED BY CAO | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |

Staff Report

Origin

On December 1, 2009 the City received a complaint reporting garbage and derelict vehicles at 23951 Thompson Gate (the property). On May 26, 2010, while conducting an inspection of the property, Community Bylaws staff received a second complaint from a citizen with regard to rats coming from the property. On June 3, 2010 Community Bylaws staff conducted a subsequent inspection of the property with the property owner Leon Higman. This inspection confirmed the presence of large amounts of discarded material (i.e.: household items, garbage, food, satellite dish parts, tarps, tires, propane tanks, bicycles parts, newspapers) and overgrown vegetation, contrary to the Unsightly Premises Regulation Bylaw No. 7162, sections 1.1.1 (a) and (b) and 1.2.1 (a) and (b) which state:

- 1.1.1 An owner or occupier of real property must not:
 - (a) allow such property to become or remain unsightly
 - (b) cause or permit **rubbish**, noxious, offensive or unwholesome matter or substance, filth or discarded materials to collect or to accumulate on or around such property.
- 1.2.1 The owner or occupier of real property, or their agents, must:
 - (a) remove or cause to be removed from the real property, any rubbish, or noxious, offensive or unwholesome matter or substance, or any unsightly accumulation of rubbish, filth, discarded materials or graffiti;
 - (b) clear or cause such property to be cleared of unsightly brush, trees, weeds or other growth.

Analysis

Community Bylaws staff has provided a significant period of time for the property owners to voluntarily bring the property into compliance with the applicable bylaws. After five (5) months of extensions, and failure on the part of the property owner to adequately resolve the unsightly condition of the property, the Community Bylaws Division issued an "Order to Comply" on November 12, 2010 (Attachment 1). Information from the New Westminster Land Title Office indicates that the registered owner of the property is Lila Osmond with a 1964 right to purchase registered by Leon Ormond Gordon Higman and Isabel Higman (Attachment 2).

The above-mentioned "Order to Comply" was delivered by hand to one of the owners, Leon Higman, on November 15, 2010. Section 2.1.3 of the Unsightly Premises Regulation Bylaw No. 7612 permits the "Order to Comply" to be served as follows:

- (a) on the owner of the real property on which the **offending material** is located, by either:

- (i) personal service, or
- (ii) registered mail with acknowledgement of receipt, to the address of the owner shown on the last real property assessment rolls;

The "Order to Comply" was also delivered by registered mail to the last known address of Lila Osmond at 107 West 41st Avenue, in the City of Vancouver, British Columbia as indicated on the Right to Purchase document (as outlined in Attachment 2). The Canada Post track result (Attachment 3), shows delivery to be unsuccessful.

On November 17, 2010 the owner, Mr. Leon (Bud) Higman, exercised his right to appeal the "Order to Comply" (Attachment 4) pursuant to section 2.3.1 of the Unsightly Premises Regulation Bylaw No. 7612 which states:

- 2.3.1 A person upon whom an Order to Comply has been served may, by giving notice in writing to the City Clerk at least 72 hours prior to the expiration of the time given in the Order to Comply to remove or clear the offending material, appeal to Council, who must hear and determine the appeal by confirming, amending or rescinding the Order to Comply.

The subject property is currently zoned RS1/F Single Family Residential.

Due to the large amount of combustible materials noted during inspections, Community Bylaws staff also requested a due diligence inspection of the property by Richmond Fire and Rescue on July 20, 2010 in order to ensure public safety and mitigate any fire hazards.

Richmond Fire and Rescue reports the following:

Richmond Fire and Rescue staff inspected the property on July 20, 2010, August 26, 2010, September 30, 2010 and October 28, 2010. Staff found the site to have too many combustibles (including at least 4 - 20lb. propane tanks). Storage sheds on the property were found to be filled with combustibles, especially old newspapers. Other combustibles littered the property in random piles. The property is overgrown with bushes and trees, which restrict access within the property. The overgrown bushes and trees on the property pose a high risk to neighbouring properties in the event a fire were to break out.

The inspection by Richmond Fire and Rescue on October 28, 2010 found that some progress had been made on the clean up of the property, however much of the discarded material remained unmoved. Richmond Fire and Rescue staff maintain that the owner has had adequate time to properly clean up the property.

Community Bylaws also requested a due diligence inspection of the property by Building Inspections on August 26, 2010 due largely to the dilapidated condition of the two sheds on this property. The sheds are currently full of debris and refuse bearing evidence of mold.

Building Approvals Division reports the following:

Building Inspections staff inspected the property on August 26, 2010 and September 30, 2010. The inspection found that the property had 3 sheds that were deteriorated and in poor condition. A recent site visit on December 1, 2010 still found all three sheds to be in the same deteriorated condition and overflowing with material. A site visit notice was left with the owner on this date requiring the owner to contact the City to take out repair permits for the sheds and/or remove the structures.

Council's power to authorize and direct these actions comes from section 17(1) of the *Community Charter*, which states:

The authority of a council under this or another Act to require something to be done includes the authority to direct that, if a person subject to the requirement fails to take required action, the Municipality may:

- (a) fulfill the requirement at the expense of the person, and
- (b) recover the costs incurred from that person as a debt.

Financial Impact

None.

Conclusion

The property is in contravention of Section 1.1.1 (a) and (b) and 1.2.1 (a) and (b) of the Unsightly Premises Regulation Bylaw No. 7162. As a result of this contravention, staff is seeking mandatory compliance through Council to have the offending material removed by Walden Disposal Services at an estimated cost of \$23,520.00 (including fees and taxes) to be recovered from the property owner.



Wayne G. Mercer
Manager, Community Bylaws
(604.247.4601)



Magda Laljee
Supervisor, Community Bylaws
(604.247.4642)

ML:tc

- Att.
1. "Order to Comply" issued November 12, 2010
 2. Copy of Title Search 517680E and Right to Purchase Document 353453C
 3. Copy of Canada Post Track Result – Lila Osmond
 4. Copy of Appeal Letter from Mr. Leon (Bud) Higman
 5. Photos of the property taken October 28, 2010



City of Richmond

6911 No. 3 Road
Richmond, BC V6Y 2C1
www.richmond.ca

Attachment 1

November 12, 2010

File: 2009-503761

Community Bylaws
Telephone: 604-276-4345
Fax: 604-276-4036

HAND DELIVERED

Leon O. G. Higman

Isabel Higman

Richmond BC V6V 2E5

Dear Owners:

Re: Contravention of Unsightly Premises Bylaw No. 7162 at;
Civic Address: 23951 Thompson Gate, Richmond BC
Legal Description: SEC 36 BLK5N RG4W PL 8270 Lot W66'-C, Subsidy Lot 5, Except Plan SK 13164

Staff have encouraged you to voluntarily bring your property into compliance with the City's Unsightly Premises Bylaw 7162. As a result of the failure to adequately resolve the condition, we are now moving to the next step, which is to seek mandatory compliance to Bylaw 7162. The voluntary compliance history of this case and mandatory compliance process are detailed below.

Voluntary Compliance History

April 19, 2010 – Bylaw Liaison Officer Tracy Christopherson attended 23951 Thompson Gate for the purpose of conducting an inspection with regard to a complaint received on the unsightly nature of the property located at 23951 Thompson Gate. Tracy knocked on the window, a female ran past and said to come out front to talk as someone was sleeping. Tracy confirmed the female was Isabel Higman. Isabel advised Tracy that she was in the process of cleaning up the property however, required more time to comply. Isabel advised Tracy she would have her husband Leon “Bud” Higman call her to discuss. Isabel would not allow Tracy on the property.

April 19, 2010 – Leon “Bud” Higman left Bylaw Liaison Officer Tracy Christopherson a message advising he would try contacting her later and also provided Tracy with his phone number.

April 19, 2010 – Bylaw Liaison Officer Tracy Christopherson tried to call Leon “Bud” Higman back however, there was no answer with no option to leave a message.

April 20, 2010 – Bylaw Liaison Officer Tracy Christopherson tried to call Leon “Bud” Higman again as Tracy has not received a call from him. Again there was no answer with no option to leave a message.

April 23, 2010 – Bylaw Liaison Officer Tracy Christopherson tried to call Leon “Bud” Higman again as Tracy had not received a call from him. There was no answer with no option to leave a message.

April 29, 2010 – Bylaw Liaison Officer Tracy Christopherson attended 23951 Thompson Gate and spoke with Isabel Higman. Tracy advised Isabel that she needed to talk with Leon “Bud” Higman regarding the clean up of the property. Isabel became very irate and told Tracy “no you can’t make us”. Isabel advised Tracy that they were cleaning up. Tracy asked Isabel to have her husband Leon call her back.

May 11, 2010 – Bylaw Liaison Officer Tracy Christopherson made arrangements with Ronda Rempel R.C.M.P. to attend 23951 Thompson Gate together on May 26, 2010. As of this date Tracy had not received a call from Leon “Bud” Higman, the property owner of 23951 Thompson Gate.

May 26, 2010 – Bylaw Liaison Officer Tracy Christopherson, Cst. Ronda Rempel and Cst. Leung attended 23951 Thompson Gate together. Tracy knocked on the window and Isabel Higman came out, Tracy advised Isabel she was there to take photos and Isabel allowed access. Tracy started to take photos and a neighbour came out and told Tracy to come onto their property as Tracy would be able to see into the Higman’s back yard better from the neighbouring property. Tracy and the Constables left Isabel’s property and went to the neighbouring property to take photos. The neighbour advised Tracy that she believed that Leon and Isabel Higman’s adult son was sleeping in a tent in the back yard. From the neighbouring property Tracy was able to see a tarp/tent. The neighbour complained of rats, coming from the property located at 23951 Thompson Gate.

May 27, 2010 – Bylaw Liaison Officer Tracy Christopherson, spoke with Environmental Health Officer, Steven Chao requesting joint on site meeting to access health concern with regard to rodent complaint.

June 2, 2010 – Bylaw Liaison Officer Tracy Christopherson spoke with Leon “Bud” Higman and confirmed site meeting on June 3, 2010 at 2:00pm, with Environmental Health.

June 3, 2010 – Bylaw Liaison Officer Tracy Christopherson, Cst. Ronda Rempel, Cst. Leung, Steven Chao and Jonathon Tsang of Environmental Health all attended 23951 Thompson Gate and met Leon “Bud” Higman the property owner to go over what needed to be removed from the property. On this date Tracy confirmed that there was a large amount of discarded materials on the property (ie: food, newspapers, metal, tires, plastic, household items, garbage). Bud confirmed with Tracy that his adult son sleeps in the tent in the back yard. Bud advised Tracy that he was aware of what needed to be done but required more time to clean up. Tracy advised Bud that she would be sending him a letter giving him until July 20, 2010 to clean up.

June 8, 2010 – Bylaw Liaison Officer Tracy Christopherson sent Leon Higman and Isabel Higman of 23951 Thompson Gate, Richmond BC an unsightly premises letter to clean all the discarded materials throughout the property by July 20, 2010.

June 16, 2010 – Senior Environmental Health Officer Dalton Cross sent Leon Higman and Isabel Higman of 23951 Thompson Gate, Richmond BC a letter to clean up and remove all food waste, garbage and general debris from the yard to eliminate the food sources and harbourage sites on the property for rodents.

July 20, 2010 – Bylaw Liaison Officer Tracy Christopherson, Supervisor of Bylaws Magda Laljee, Fire Prevention Officer Brian Coombs and two RCMP officers attended 23951 Thompson Gate to do a follow up inspection with the property owner Leon “Bud” Higman. The inspection confirmed that there was still a large amount of discarded materials on the property. Bug advised Tracy that he had done lots of clean up. Bud was aware that Magda would be contacting him for a follow up inspection of his property in August.

August 26, 2010 – Supervisor of Bylaws Magda Laljee, Bylaw Liaison Officer Ron Graham, Fire Prevention Officer Brian Coombs, Electrical Safety Officer Mike Mecredy, Building Inspector Paul Chiang, a Plumbing Inspector, Richmond Public Health Officer Steven Chao and two RCMP Officers attended 23951 Thompson Gate to do a follow up inspection with the property owner Leon “Bud” Higman. Magda confirmed the front of the property was cleared of garbage and show improvement since last inspection of July 20, 2010, however, it was observed by Magda that the back of the property was still very unsightly with discarded materials.

August 27, 2010 – Supervisor of Bylaws Magda Laljee confirmed with New Westminster Land Titles that the Registered owner on title in fee was listed as Lila Osmond with the right to purchase Registered owners of charge as Leon Ormond Gordon Higman and Isabel Higman.

September 30, 2010 – Bylaw Liaison Officer Tracy Christopherson, Supervisor of Bylaws Magda Laljee, Fire Prevention Officer Brian Coombs, Electrical Safety Officer Mike Mecredy, Building Inspector Paul Chiang, Plumbing Inspector Brendan Ryle, Walden Disposal Services Paul Walden and two RCMP Officers attended 23951 Thompson Gate to do a follow up inspection with the property owner Leon “Bud” Higman. The inspection by Tracy confirmed the property still contains a large amount of discarded materials (ie: household items, garbage, satellite dish parts, food, wood, newspapers, tarps, bicycle parts, plastic containers, tires, propane tanks, etc.), as well as overgrown vegetation. Tracy advised the property owner Bud that they would be attending again in a month and if there was no progress the City would be issuing an Order to Comply.

October 28, 2010 – Bylaw Liaison Officer Tracy Christopherson, Supervisor of Bylaws Magda Laljee, Fire Prevention Officer Brian Coombs and two police officers attended 23951 Thompson Gate to do a follow up inspection with the property owner Leon “Bud” Higman. The inspection confirmed that there is still a large amount of discarded materials on the property (ie: household items, garbage, garbage bags, satellite dish parts, food, newspapers, boxes, propane tanks, wood, bicycles, tarps, plastic, tires, metal, etc.) Photos taken. Tracy advised Bud that she would be meeting with her Manager to discuss action.

Mandatory Compliance – Order To Comply Process

The City is seeking mandatory compliance to its bylaws through the issuance of the attached “Order to Comply”. The Order to Comply is the last step prior to the City initiating clean-up action at the expense of the property owner. The current estimate for clean-up is \$23,520.00.

The legal authority for this action is set out in the Unsightly Premises Bylaw 7162 and is also shown in the paragraph below.

- 2.2.2 *If the owner or the occupier of such property, or their agents fail to remove or clear the offending material from the real property as directed in an Order to Comply, City staff, or a contractor engaged by the City, may enter on the real property, at reasonable times and in a reasonable manner, to remove or clear the offending material at the expense of the defaulting owner or occupier of the real property, or their agents.*
- 2.2.3 *Where offending material has been removed or cleared in accordance with subsection 2.2.2, the charges for such removal or clearance, if unpaid on or before December 31st in the year in which the charges are incurred, form part of the taxes payable on such property, as taxes in arrears.*

This action is based on an authority provided in the Community Charter.

You have the right to appeal this Order to Comply as set out in Section 2.3 of the Unsightly Premises Bylaw as follows:

2.3 Appeal Against an Order to Comply

2.3.1 A person upon whom an Order to Comply has been served may, by giving notice in writing to the City Clerk at least 72 hours prior to the expiration of the time given in the Order to Comply to remove or clear the offending material, appeal to Council, who must hear and determine the appeal by confirming, amending or rescinding the Order to Comply.

Should you wish to appeal this Order to Comply, please contact the City Clerk's Office, in writing, by 5:00 pm December 6, 2010. They are located in City Hall and can be reached at 604-276-4007.

Bylaw Liaison Officer Tracy Christopherson will be conducting a follow up inspection on December 9, 2010 to ensure that compliance to this Order is achieved.

Should the inspection reveal that the property continues to contravene the Order, the City will arrange for the necessary actions, detailed in the Order, to be undertaken on your behalf and at your expense. Please inform Bylaw Liaison Officer Tracy Christopherson of your intentions regarding the matter on or before December 9, 2010 at 604-276-4073.

Yours truly,



Wayne G. Mercer
Manager, Community Bylaws

WGM:tc

Enc. 1

pc: City Clerk's Office
Tracy Christopherson, Bylaw Liaison Officer

REGISTERED
Lila Osmond
107 West 41st Avenue
Vancouver BC V5Y 2S2



City of Richmond
Community Safety Division
Community Bylaws

Order to Comply

November 12, 2010

Pursuant to Unsightly Premises Bylaw 7162
& the Local Government Act

Civic Address 23951 Thompson Gate, Richmond, BC
Legal Description Section 36 Block 5 North Range 4 West New Westminster District Plan 8270
Lot W66"-C, Subsidy Lot 5, Except Plan SK 13164

You are hereby ordered to bring the condition of this property into conformity with Richmond's Unsightly Premises Bylaw 7162 and the Local Government Act by December 9, 2010, with the:

- a) remove all the discarded materials on the property (ie: household items, garbage, satellite dish parts, food, wood, newspapers, tarps, bicycle parts, plastic containers, tires, propane tanks, etc);

Details on the Order to Comply process, including appeals, are outlined in the attached letter.

Wayne G. Mercer
Manager, Community Bylaws

Att.

Date: 27-Aug-2010 TITLE SEARCH PRINT Time: 10:22:44
Requestor: (PA68057) CITY OF RICHMOND - COMMUNITY BYLAWS Page 001 of 001
Folio: TITLE - 517680E

NEW WESTMINSTER LAND TITLE OFFICE TITLE NO: 517680E
FROM TITLE NO: 376488E

APPLICATION FOR REGISTRATION RECEIVED ON: 14 JUNE, 1963
ENTERED: 20 JUNE, 1963

REGISTERED OWNER IN FEE SIMPLE:
LILA OSMOND

TAXATION AUTHORITY:
CITY OF RICHMOND

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 011-323-060
WEST 66 FEET LOT "C" SECTION 36 BLOCK 5 NORTH RANGE 4 WEST
NEW WESTMINSTER DISTRICT PLAN 8270

LEGAL NOTATIONS:

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA)
FILED 10.02.1981 UNDER NO. T17084 PLAN NO. 61216

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE
CHARGE NUMBER DATE TIME

RIGHT TO PURCHASE
353453C 1964-04-24 08:49
REGISTERED OWNER OF CHARGE:
LEON ORMOND GORDON HIGMAN
ISABEL HIGMAN
JOINT TENANTS
353453C

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

AGREEMENT FOR SALE OF LAND

Park Stationers Ltd., Vancouver, B.C.
Law and Commercial Stationers
Form No. 41-41

This Agreement

353453

made in triplicate the 8th day of April in the year of our Lord one thousand nine hundred and sixty-four.

BETWEEN

LILA OSMOND, Wife of A. Osmond,
of 107 West 41st Avenue, in the
City of Vancouver, Province of
British Columbia.

hereinafter called the "Vendor"
OF THE FIRST PART

AND

LEON ORMOND GORDON HIGMAN, Cartageman, and
ISABEL HIGMAN, his wife, both of
2395 New Westminster Highway, in the
Municipality of Richmond, Province
of British Columbia.

JOINT TENANTS

hereinafter called the "Purchaser"
OF THE SECOND PART

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond, Province of British Columbia, and more particularly known and described as:

The west sixty-six feet (66') of Lot "C",
of Lot Five (5) of Section Thirty-Six (36),
Block Five (5) North, Range Four (4) West,
Plan 8270, New Westminster District.

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of -----
Five Thousand Five Hundred ----- Dollars
(\$ 5,500.00) of lawful money of Canada, payable in manner and on the days and times hereinafter
mentioned, that is to say: the sum of -----

One Hundred ----- Dollars
(\$ 100.00) on the execution of this Agreement (the receipt whereof is hereby acknowledged by
the Vendor), and the balance as follows: in the principal sum of Five Thousand Four
Hundred (\$5,400.00) Dollars, together with interest thereon at the rate
of Seven (7%) per cent per annum shall be fully paid and satisfied in the
following manner, namely:

By regular consecutive monthly instalments of (SEVENTY-FIVE (\$75.00) DOLLARS
with the first of such monthly payments in the sum of \$75.00 to be due
and payable on the 10th day of May, 1964, and a similar payment on the
10th day of each and every month thereafter until the said principal sum
of \$5,400.00 together with interest at the aforesaid rate is fully paid
and satisfied; the said monthly payments to include interest at the
aforesaid rate and payments to be applied firstly in payment of interest
accrued to date of payment, and secondly to principal; interest before
maturity and after maturity and both before and after default to be at
the aforesaid rate; interest to be calculated from the 10th day of
April, 1964.

353453

Provided however that there be no default in payment of the monies or in fulfillment of any of the covenants on the part of the Purchasers herein contained, the Purchasers shall have the right to repay the principal outstanding in whole or in part at any time on payment of interest to date of payment, but without notice or bonus.

ALWAYS PROVIDED, HOWEVER, that unless the Purchaser is in default hereunder or this Agreement is rendered null and void, the purchaser may, at any time during the currency of this Agreement, pay all or any part of the balance of purchase money owing hereunder, without notice, upon payment of all interest accrued to the date of such payment.

IT IS HEREBY AGREED by the parties hereto in the manner following, that is to say: THE Purchaser DOTI COVENANT, PROMISE AND AGREE, to and with the Vendor, that he will well and truly pay, or cause to be paid to the Vendor, the sums of money above mentioned, together with interest thereon at the rate aforesaid, both before and after maturity, and on the days and times in manner above mentioned, provided that any and all arrears of interest shall bear interest at the rate aforesaid from due date to payment thereof.

AND the Purchaser also covenants with the Vendor that the Purchaser will, on the due date thereof, pay and satisfy all taxes, rates, levies, water rates, charges, rents, assessments, statute labour or other impositions whatsoever already rated, charged, assessed or imposed or hereafter to be rated, charged, assessed or imposed no matter by whom or by what authority or howsoever on the said lands, or on the said lands arising out of and in respect of any machinery, equipment or other chattels brought on to the lands by the Purchaser, hereditaments and premises, with the appurtenances, or on the Vendor, in respect of the said premises or of the said money or interest, or any other matter or thing relating to these presents. PROVIDED that if default is made in the payment of any instalment of purchase money or interest or of any taxes, rates or assessments rated or charged against the said lands, or if the Purchaser is otherwise in default hereunder, and such default shall continue for a period of thirty days after notice thereof in writing has been given by the Vendor to the Purchaser, the whole of the balance of principal and interest then remaining unpaid shall forthwith become due and payable.

PROVIDED AND IT IS HEREBY AGREED by and between the parties hereto that the Vendor may on default of the Purchaser in making payment thereof on the due date, pay or satisfy any taxes, rates, levies, assessments, water rates or charges, liens or encumbrances against the said lands, money for insurance, cost of suit or otherwise howsoever, or costs, charges and expenses of or connected with the recovery, collection or enforcing payment of any money whether for principal, interest, rents, profits or otherwise hereby secured or payable hereunder, and solicitors' fees and solicitors' costs and commission on all moneys so received or collected whether as a result of suit or otherwise together with all costs as between solicitor and client which may be incurred by taking or defending proceedings of any nature whether by instituting or defending suit in any Court or otherwise concerning these presents or the said lands and the amount so paid shall be a charge on the said lands in favor of the Vendor and shall be payable forthwith with interest at the rate aforesaid from the day or respective days of payment until paid by the Purchaser and in the event of the Vendor satisfying or discharging any such payment, lien, charge or encumbrance, the Vendor shall be entitled to all equities and securities held by any person or persons in respect of the said payment, liens, charges and encumbrances so paid and satisfied, and the Purchaser covenants to pay such amount and interest forthwith, and in the meantime the said amount shall at the option of the Vendor be added to the principal and bear interest from the date of payment until paid.

AND will insure and keep insured against loss or damage by fire any buildings which may be on the said lands for their full insurable value with loss payable to the Vendor as his interest may appear.

AND will pay all premiums and sums of money necessary for such purpose as the same become due, and on demand will assign, transfer and deliver over to the Vendor the policy or policies of insurance and receipt or receipts thereto appertaining, and in default thereof the Vendor of his own accord, may effect or maintain any insurance herein provided for, and any amount paid by the Vendor therefor shall be forthwith payable to the Vendor by the Purchaser, with interest at the rate aforesaid, and shall be added to the aforesaid purchase money and shall be a charge carrying interest at the rate aforesaid upon the said land in favor of the Vendor, prior to all claims thereon subsequent to these presents.

PROVIDED that the Vendor shall not be bound to insure the said premises nor to see to the payments of any premiums on any policy, nor shall the Vendor be liable or responsible for any loss arising out of any defect in any policy or failure of any insurance company to pay for any loss thereunder.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that on the 19 day of April, 1964, at Vancouver, in the Province of British Columbia, (whose identity has been proved by the evidence on the oath of me and acknowledged to me that he is the person who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed his name to the annexed Instrument, as of the said and affixed the seal to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid and affix the said seal to the said Instrument, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at Vancouver, British Columbia, this 19 day of April, 1964, in the year of our Lord one thousand nine hundred and sixty-four.

A Notary Public in and for the Province of British Columbia. A Commissioner for taking affidavits within British Columbia.

Deposited 353453C

DATED APRIL 21st 1964

LILA OSMOND

-NO-

LEON OSWOND GORDON HIGMAN and ISABEL HIGMAN J.T.

Agreement FOR SALE OF LAND

Filed for Registration at the Vancouver Land Registry Office on the 19th day of April, 1964, under Number [blank]

MEMORANDUM OF REGISTRATION

Registered the 30 day of April, 1964, on application received at the time written or stamped on the registration.

WILLIAM S. MUNRO BARRISTER AND SOLICITOR SUITE 4-2205 WEST 41ST AVENUE VANCOUVER 13, B.C.

MAIN NOTARIES LTD. VANCOUVER, B.C.

FOR MAKER

I HEREBY CERTIFY that, on the 19 day of April, 1964, at the City of Vancouver, in the Province of British Columbia,

LILA OSMOND (whose identity has been proved by the evidence on oath of me and acknowledged to me that she is the person mentioned in the annexed instrument as the maker thereof, and whose name she executed the same voluntarily, and she is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at the City of Vancouver in the Province of British Columbia, this 19 day of April, in the year of our Lord one thousand nine hundred and sixty-four.

A Notary Public in and for the Province of British Columbia. A Commissioner for taking affidavits within British Columbia.

NOTE--Where the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets.

FOR WITNESS

Province of British Columbia To Wit:

I, [blank] of the [blank] in the Province of British Columbia, make oath and say:

- 1. I was personally present and did see the within instrument duly signed and executed by [blank] the part thereof, for the purposes named therein.
2. The said instrument was executed at [blank] in the Province of British Columbia.
3. I know the said part, and that [blank] of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at [blank] In the province of British Columbia, this [blank] day of [blank] 1964.

A Notary Public in and for the Province of British Columbia. A Commissioner for taking affidavits within British Columbia.

Agreement For Sale of Land
Page 1 - Park Stalpinera Ltd.

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AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

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

SIGNED, SEALED AND DELIVERED

BY THE VENDOR IN THE PRESENCE OF

Signature of Witness [Signature]
Street Address 2265 West 41st Ave.
City Vancouver, B.C.
Occupation Solicitor

[Signature]
Lila Osmond

SIGNED, SEALED AND DELIVERED

BY THE PURCHASER IN THE PRESENCE OF

Signature of Witness [Signature]
Street Address 2265 West 41st Avenue
City Vancouver, B.C.
Occupation Solicitor

[Signature]
Leon Ormond Gordon Higman
[Signature]
Isabel Higman

as to both signatures:

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IN CONSIDERATION WHEREOF, and upon payment of the said sums of money, with interest thereon as aforesaid, and upon the performance and observance by the Purchaser of each and every covenant, proviso, condition and agreement herein contained on the part of the Purchaser to be performed or observed, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser, to convey and assure, or cause to be conveyed and assured, to the Purchaser, by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

SUBJECT TO: A First Mortgage in favour of Frank Tritos and Archibald Beck in trust, see filing 41131, see also 207727-C.

The Vendor herein covenants and agrees with the Purchasers herein to carry on and assume the existing First Mortgage charged against the hereinbefore lands and premises in favour of Frank Tritos and Archibald Beck, in trust, and will save harmless and indemnify the Purchasers herein from all claims, demands or actions for monies due or to become due under the aforesaid Mortgage.

AND ALSO save and except local improvement assessments or taxes, sewer and water rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants. AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or interest thereon, or any part thereof, on the days and times and in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereunder, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue these Presents shall at the expiration of such notice be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said lands and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said lands and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale and in the lands herein described to any person whomsoever, provided, however that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

THE VENDOR shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said lands other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry Office by the Vendor.

THE PURCHASER shall examine the title at his own expense.

AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of the covenants herein contained or affect the Vendor's right to interest at the rate and at the times aforesaid.



Attachment 3

Tracking Number

79558057767

Please note that this is the most up-to-date information available in our system. Our telephone agents have access to the same information presented here.

Track Status

| Date | Time | Location | Description | Retail Location | Signatory Name |
|------------|-------|-----------|--|-----------------|----------------|
| 2010/11/22 | 12:57 | VANCOUVER | Final Notice; Item will be returned to sender if not collected within 10 days. | OAKRIDGE PO | |

Track History

| Date | Time | Location | Description | Retail Location | Signatory Name |
|------------|-------|-----------|---|-----------------|----------------|
| 2010/11/22 | 12:57 | VANCOUVER | Final Notice; Item will be returned to sender if not collected within 10 days | OAKRIDGE PO | |
| 2010/11/16 | 12:05 | VANCOUVER | Item available for pickup at Post Office | | |
| 2010/11/16 | 07:29 | VANCOUVER | Item being prepared for transfer to Post Office | | |
| 2010/11/15 | 14:50 | VANCOUVER | Item being prepared for transfer to Post Office | | |
| 2010/11/15 | AM | VANCOUVER | Attempted delivery. Notice card left indicating where item can be picked up. | | |
| 2010/11/15 | 09:17 | VANCOUVER | Item out for delivery | | |
| 2010/11/13 | 08:51 | RICHMOND | Item arrived at postal facility | | |

Shipping Options and Features for this Item

Signature Required

City of Richmond, Clerks Dept.
Appeal letter

Nov. 17-2016

I am appealing the order, Need time
to clean - 6 months - due to financial difficulties,
and unable to hire someone to help or pay for
a bin. All work to be done by myself on my
property at 23951 Thompson Gate

Your Truly

(Bill) Leon Chapman



23951 Thompson Gate – October 28, 2010 – Photos taken by Tracy Christopherson



23951 Thompson Gate – October 28, 2010 – Photos taken by Tracy Christopherson



23951 Thompson Gate – October 28, 2010 – Photos taken by Tracy Christopherson



23951 Thompson Gate – October 28, 2010 – Photos taken by Tracy Christopherson



23951 Thompson Gate – October 28, 2010 – Photos taken by Tracy Christopherson



23951 Thompson Gate – October 28, 2010 – Photos taken by Tracy Christopherson



Above photo: this is were they cook outside.



23951 Thompson Gate – October 28, 2010 – Photos taken by Tracy Christopherson



23951 Thompson Gate – October 28, 2010 – Photos taken by Tracy Christopherson



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