

Empress Garden Holdings Ltd.

8060-20-8082

#250 - 8833 Odlin Crescent, Richmond, B.C., V6X 3Z7 • Tel: (604) 214-8833 • Fax: (604) 214-8844 • Email: westernmba@telus.net

July 17, 2006

City Clerk's Office
City of Richmond
6911 No. 3 Road,
Richmond, B.C.
V6Y 2C1

To Public Hearing
Date: <u>July 17, 2006</u>
Item # <u>7</u>
Re: <u>Bylaw 8082</u>

Attn: Director, City Clerk's Office

Dear Sirs:

Re: Zoning Amendment Bylaw 8082 (RZ05-294804)
Located at 8680 No. 3 Road, Richmond, B.C.

Thank you for sending our firm the Notice of Public Hearing for Zoning Amendment Bylaw 8082 (RZ 05-294804).

We are writing this letter as owner of the project to the north located at 8660 No. 3 Road, Richmond BC. We have reviewed the report to committee and have the following concerns in regards to the proposed development:

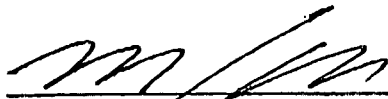
- 1- Construction traffic and parking. As mentioned, in the analysis section of the report to committee, a cross access agreement has been registered by our firm in favor of the proposed development. It is clearly stated in section 1(a) of the attached agreement, that there are to be no vehicles accessing the proposed development in respect to construction traffic. We would like to ensure that the impending construction traffic management plan addresses this issue, and the effect of construction traffic on our project is kept to a minimum.
- 2- The location of the recycle area and the impending structure. Our buildings are 3 stories in height with windows located on the south elevation. If the recycle structure stays in it's current location it would be in direct view from our units. From our buyers stand point this could be visually impairing. Also, if the windows are open there could be some problems with odor traveling from this area. We would request that an alternate location be found, or at a bare minimum the structure be fully enclosed with a roof.

We would like to thank you for taking the time to review our concerns, if we can assist you in any way through this process, please contact me. My direct number is 604-214-8848.

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Yours truly,



Michael J. Cooper
Project Manager

MC/mc
Encl.

LAND TITLE ACT
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Allison MacInnis, Fasken Martineau DuMoulin LLP
Suite 2100 - 1075 West Georgia Street, Vancouver, B.C.
V6E 3G2

Phone: (604) 631-3131 Client No. 11565

Signature of Applicant's Solicitor, Allison MacInnis

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

See Schedule

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(PAGE AND PARAGRAPH)

PERSON ENTITLED TO INTEREST

See Schedule

4. TERMS: Part 2 of this instrument consists of (select one only):

- (a) Filed Standard Charge Terms D.F. Number:
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument.

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

EMPRESS GARDEN HOLDINGS LTD. (Inc. No. BC699170)

6. TRANSFEREE(S): (including postal address(es) and postal code(s)):

See Schedule

7. ADDITIONAL or MODIFIED TERMS:*

N/A

8. EXECUTION(S):**This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

USE BLACK INK ONLY

Officer Signature(s)

VINCENT M. H. LAW
BARRISTER & SOLICITOR
#3305-8888 OOLIN CRESCENT
RICHMOND, B.C., V6X 3Z8
TEL: 717-1362 FAX: 717-1353

Execution Date

Y	M	D
05	06	13

USE BLACK INK ONLY

Party(ies) Signature(s)

EMPRESS GARDEN HOLDINGS LTD.

by its authorized signatory:

THOMAS LEUNG

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM E

SCHEDULE

Page 2 of 6 pages

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)

N/A

Part of Lot 1 Section 21 Block 4 North Range 6 West New Westminster District Plan BCP

3. NATURE OF INTEREST:
DESCRIPTION

DOCUMENT REFERENCE
(PAGE AND PARAGRAPH)

PERSON ENTITLED TO INTEREST

Easement as shown on Explanatory Plan BCP

Pages 3 – 6

**Registered Owners of
PID: 003-391-027**

**Lot 3 Section 21 Block 4 North Range
6 West New Westminster District Plan
12591**

6. TRANSFEREE(S): (including postal address(es) and postal code(s));*

578547 B.C. LTD. (Inc. No. 578547), 3080 Plateau Boulevard, Coquitlam, B.C., V3B 2Y8

CROSS ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made as of the ____ day of June, 2005,

BETWEEN:

EMPRESS GARDEN HOLDINGS LTD. (Inc. No. 694749),
of Unit 250 – 8833 Odlin Crescent, Richmond, B.C., V6X 3Z7

(the “Transferor”)

AND:

578547 B.C. LTD. (Inc. No. 578547) of 3080 Plateau
Boulevard, Coquitlam, B.C., V3B 2Y8

(the “Transferee”)

AND:

CITY OF RICHMOND, having its City Offices at 6911 No. 3
Road, Richmond, B.C., V6Y 2C1

(the “City”)

WHEREAS:

A. The Transferor is the registered owner of in fee simple of all and singular that certain parcel or tract of land and premises situate in the City of Richmond, British Columbia, and more particularly known and described as:

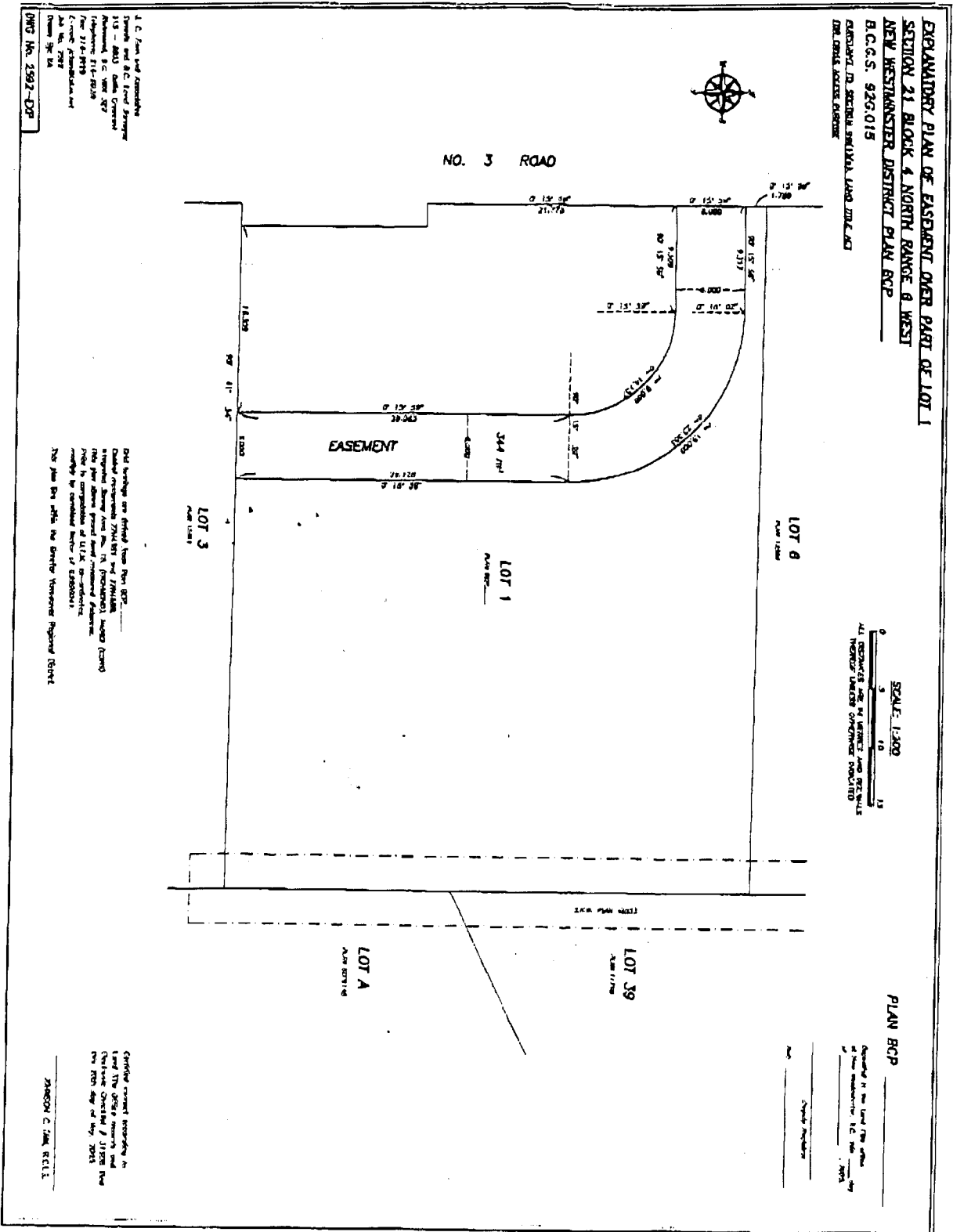
Parcel Identifier: N/A
Part of Lot 1 Section 21 Block 4 North Range 6 West New
Westminster District Plan BCP _____

(hereinafter called the “Servient Tenement”);

B. The Transferee is the registered owner in fee simple of all and singular that certain parcel or tract of land and premises situate in the City of Richmond, British Columbia, and more particularly known and described as:

3. The Easement granted in Section 1 shall not provide any right to enter, go, pass or repass on any part of the Servient Tenement outside of the Easement Area, nor enter onto the Easement Area for any purpose other than as specifically provided herein.
4. The rights hereby conferred shall be deemed to be covenants running with the Servient Tenement and shall be deemed to be appurtenant to and for the benefit of the Dominant Tenement but no part of the fee of the Servient Tenement shall pass to or be vested in the Transferee under or by these presents.
5. The Transferor shall, upon the request of the Transferee, execute such further and other documents and assurances in respect of the rights hereby conferred as may reasonably be required.
6. The Transferee shall exercise the rights hereby conferred so as not to unreasonably interfere with the Transferor's use and enjoyment of the Easement Area.
7. The Transferor shall not do or permit to be done any act or thing which may unreasonably limit or prevent the reasonable use and enjoyment for access purposes of the Easement Area as contemplated hereunder.
8. The Transferee shall indemnify and save harmless the Transferor from and against all liabilities, obligations, claims, damages, penalties, costs and expenses arising by reason of or in connection with the exercise by the Transferee of the rights hereby conferred.
9. Notwithstanding anything set out to the contrary herein, the Transferee and their respective servants, agents, tenants, invitees and all others now or hereafter having the like right shall not exercise their rights set out in Section 1 herein until development of the strata title project on the Servient Tenement has been substantially completed.
10. The parties agree that this Agreement may only be modified or discharged with the consent of the City.
11. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been properly given if delivered or if sent by registered mail, postage prepaid, addressed to the other party at its address herein set forth or at such other address as such party may have furnished to the other as herein provided. Any such notice, demand or other communication shall be deemed to have been given when received if delivered and, if mailed, on the second business day following mailing.
12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Schedule "A"
Reference Plan



END OF DOCUMENT