

Attachment # 1

Section 219 Covenant for Execution



1. Application

**GREATER VANCOUVER SEWERAGE AND DRAINAGE
DISTRICT
4515 CENTRAL BOULEVARD METROTOWER III
BURNABY BC V5H 0C6**

Applicant: Fred Kozier
File: S410-065, Covenant
Phone: 604 218 8186

2. Description of Land

PID/Plan Number	Legal Description
009-207-732	LOT 86 EXCEPT: FIRSTLY: PART SUBDIVIDED BY PLAN 28208 SECONDLY: PART SUBDIVIDED BY PLAN 37542 THIRDLY: PART SUBDIVIDED BY PLAN LMP8088 SUBURBAN BLOCKS 4 AND 13 PLAN 24862

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

CITY OF NEW WESTMINSTER

6. Transferee(s)

**GREATER VANCOUVER SEWERAGE AND DRAINAGE
DISTRICT
4515 CENTRAL BOULEVARD METROTOWER III
BURNABY BC V5H 0C6**

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**GREATER VANCOUVER SEWERAGE
AND DRAINAGE DISTRICT**
By their Authorized Signatory

**Renato Jadrijevic, Manager Real
Estate Services**

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF NEW WESTMINSTER
By their Authorized Signatory

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.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner of the lands more particularly described in Item 2 of the Form C hereto (the "Lands");
- B. The Transferee is a corporation created by an Act of the Legislature of the Province of British Columbia whose objects are stated in the *Greater Vancouver Sewerage and Drainage Act*, S.B.C. 1956, c.59;
- C. The Transferee has existing statutory right of way registered on title to the Lands under document numbers BL61579 (the "**Existing SRW**");
- D. In 1997, the Transferor granted to the Transferee a statutory right of way through, under and across that portion of the Lands shown in heavy outline on the explanatory plan of statutory right of way deposited in the Land Title Office under number LMP 29079 and containing a total area of 0.129 hectares (the "**Right of Way Area**");
- E. The Transferee has been designated by the Surveyor General pursuant to Section 219(3)(c) and Section 219(14) of the *Land Title Act* as a person authorized to receive a covenant under Section 219 of the *Land Title Act*;
- F. The Transferor has agreed to grant the Transferee a covenant under section 219 of the *Land Title Act* to secure the covenants of the Transferor herein; and
- G. It is necessary for the operation and maintenance of the Transferee's undertaking to obtain a Section 219 covenant in this instrument.

NOW THEREFORE in consideration of \$10 paid by the Transferee to the Transferor and for other good and valuable consideration (the receipt and sufficiency of which each party acknowledges), the parties hereto agree as follows:

Section 219 Covenant

3. The Transferee hereby consents to the Transferor constructing and maintaining certain improvements on the Lands consisting of a shoring wall and anchor rods (collectively the “**Approved Improvements**”) as illustrated on the Issued For Construction Drawings prepared by GeoPacific and attached hereto as Appendix A, provided that:

- (a) the Transferor ensures that the Approved Improvements have been designed to appropriate specifications, the construction of such works are supervised, and ground subsidence is monitored, by a Professional Engineer registered in the Province of British Columbia, all at the expense of the Transferor;
- (b) the Transferor is solely responsible for maintaining the Approved Improvements and ensuring, at all times, that the Approved Improvements are safe for use; and
- (c) in the event that the Transferee damages or disturbs the surface of the Lands or the Approved Improvements in the exercise of its rights under its Existing SRW, this instrument, or any other charge it may have on title to the Lands, the Transferee will have no obligation to repair or replace the any part of the Lands that may have been disturbed by the Transferee in the exercise of its rights under the Existing SRW, this instrument or any other charge it may have registered on title to the Lands, and any costs attributed to any such repair or replacement of any part of the Lands will be the responsibility and liability of the Transferor.

4. Notwithstanding that the Transferee is entitled to use and improve the Right of Way Area in accordance with the Existing SRW, the Transferee will not be required to contribute to the costs to maintain, repair or replace the surface of the Right of Way Area.

5. With the exception of the Approved Improvements, the Transferor will not:

- (a) excavate or dig any well, hole, trench, ditch or excavation of any kind or nature;
- (b) erect, build, construct or place any building, structure, erection, pipe, pole, tower, road, concrete, pavement, foundation, improvement, soil, fill, trees, plants or thing of any kind or nature; or

(c) place or remove any soil or other material of any kind or nature,

on, in, under, through or over the Right of Way Area without the prior written consent of the Transferee, which consent will be at the sole discretion of the Transferee.

6. The Transferor covenants and agrees to execute a priority agreement in favour of the Transferee in the event of any mortgage charges being registered on title that may be in priority to this charge.

7. If the Transferor does any of the acts referred to in breach of Section 5, in addition to any other right or remedy it has, the Transferee may: (i) if the Transferor fails to remedy the breach within 30 days after written notice thereof to the Transferor to remedy; or (ii) immediately, in the event of an emergency (as determined in the sole discretion of the Transferee), do all things necessary to remedy the breach without any liability for damages and for such purpose may enter upon the Right of Way Area. If the Transferee requests, the Transferor will forthwith pay to the Transferee all reasonable costs, charges and expenses to which the Transferee may be put by reason of a breach of Section 5.

8. The Transferor will not do or permit to be done anything which will interfere with or impair or obstruct the Transferee's access to, along, on and egress from the Right of Way Area by the Transferee and all persons entitled under this instrument to have access on, in, under, through or over the Right of Way Area.

9. The Transferor will not grant to any person, firm or corporation:

(a) an easement or statutory right of way over the Right of Way Area; or

(b) any other interest in land over the Right of Way Area which would in the opinion of the Transferee, reasonably exercised, adversely affect the Right of Way or the Transferee's rights under this instrument,

without first obtaining the express written consent of the Transferee.

10. The covenants and agreements herein will charge the Lands pursuant to Section 219 of the *Land Title Act*, as applicable, and will run with the Lands and will not be personal or binding on the parties hereto except during such time as the parties hereto will have any interest in the Lands and only in respect of such portion of the Lands in which the parties have an interest but the Lands will nevertheless be and remain at all times charged therewith.

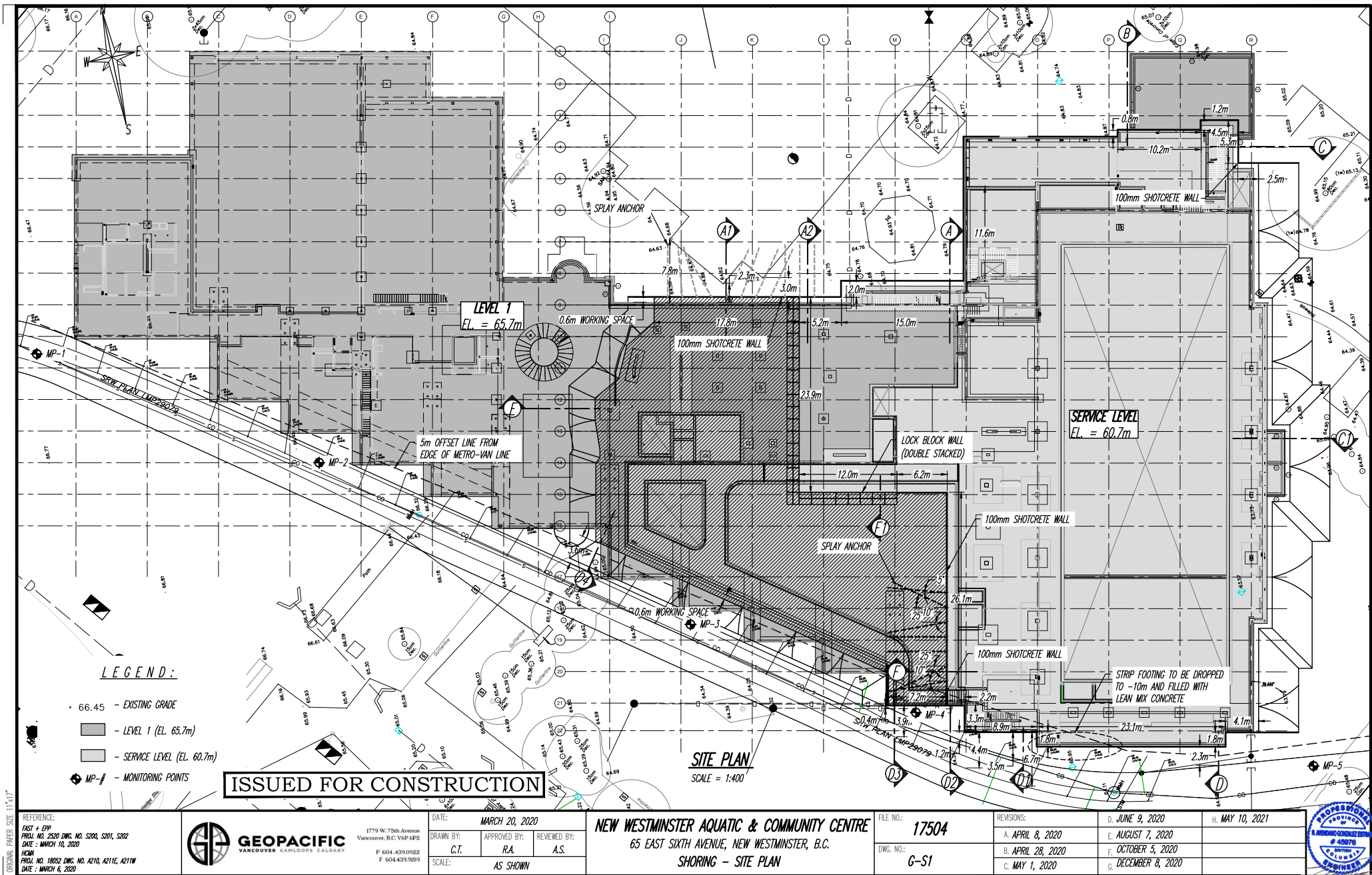
11. This instrument will enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of the parties wherever the context so admits.

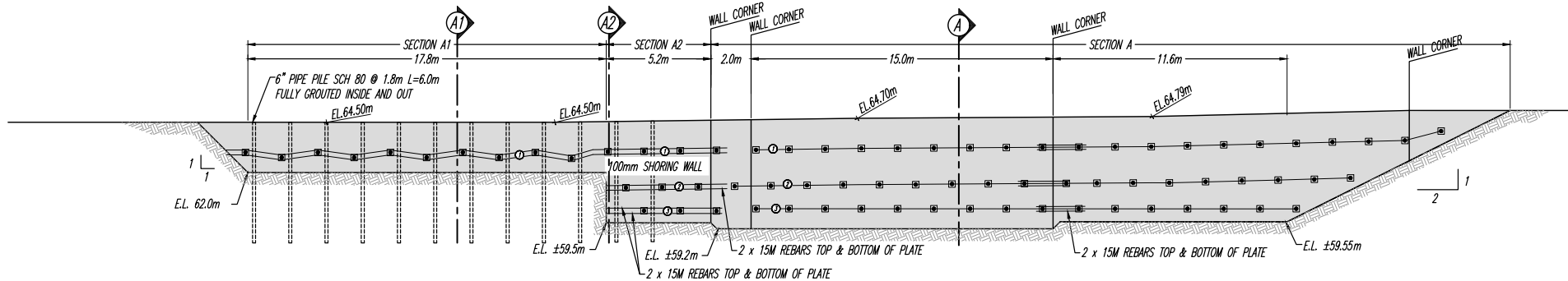
12. Words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number include the plural number and vice versa.

13. If any provision of this instrument is determined by any court of competent jurisdiction to be illegal or unenforceable that provision will be severed from this instrument and the remaining provisions will continue in full force and effect.

APPENDIX A

Issued for Construction Drawings prepared by GeoPacific





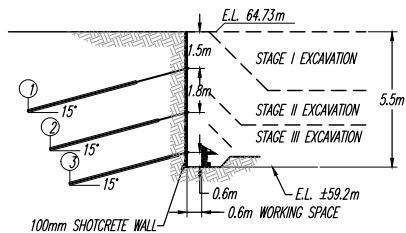
NORTH ELEVATION

SCALE = 1:200

SECTION A DYWIDAG 7/8" Gr 130/160 OR APPROVED ALTERNATE

ROW	LENGTH (m/ft)	GROUTED (m/ft)	LOCKOFF (kips)	SPACING (m/ft)
1	6.7/22	4.6/15	17	1.8/6
2	5.8/19	4.6/15	17	1.8/6
3	4.9/16	4.6/15	17	1.8/6

CONTRACTOR TO CONFIRM
LOCATION OF ALL U/G UTILITIES



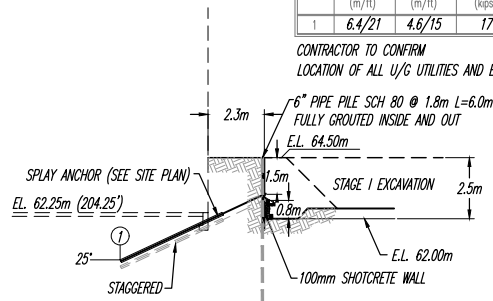
SECTION A

SCALE = 1:200

SECTION A1 DYWIDAG 7/8" Gr 130/160 OR APPROVED ALTERNATE

ROW	LENGTH (m/ft)	GROUTED (m/ft)	LOCKOFF (kips)	SPACING (m/ft)
1	6.4/21	4.6/15	17	1.8/6

CONTRACTOR TO CONFIRM
LOCATION OF ALL U/G UTILITIES AND EX-BUILDING FOOTING



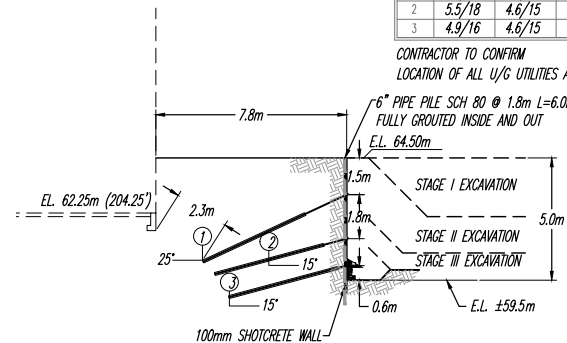
SECTION A1

SCALE = 1:200

SECTION A2 DYWIDAG 7/8" Gr 130/160 OR APPROVED ALTERNATE

ROW	LENGTH (m/ft)	GROUTED (m/ft)	LOCKOFF (kips)	SPACING (m/ft)
1	6.4/21	4.6/15	17	1.8/6
2	5.5/18	4.6/15	17	1.8/6
3	4.9/16	4.6/15	17	1.8/6

CONTRACTOR TO CONFIRM
LOCATION OF ALL U/G UTILITIES AND EX-BUILDING FOOTING

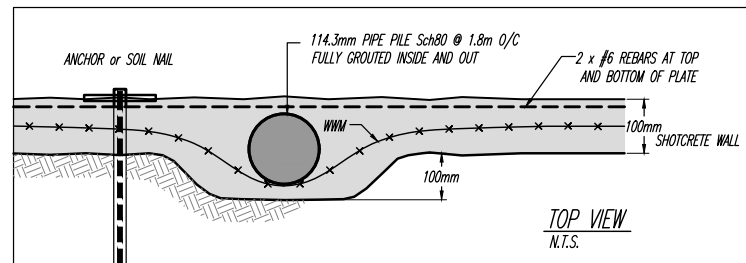


SECTION A2

SCALE = 1:200

LEGEND:

EL. 8.30m - PROPOSED ELEVATION



TOP VIEW N.T.S.

ISSUED FOR CONSTRUCTION

REFERENCE:



GEOPACIFIC
VANCOUVER KALLOPS CALGARY

1779 W. 75th Avenue
Vancouver, B.C. V6P 6P2
P 604.439.0922
F 604.439.9895

DATE:

MARCH 20, 2020

DRAWN BY:

C.T.

APPROVED BY:

R.A.

REVIEWED BY:

A.S.

SCALE:

AS SHOWN

NEW WESTMINSTER AQUATIC & COMMUNITY CENTRE
65 EAST SIXTH AVENUE, NEW WESTMINSTER, B.C.

SHORING - NORTH EAST ELEVATION & SECTION A, A1, A2

FILE NO.:

17504

DWG. NO.:

G-S2

REVISIONS:

A. APRIL 8, 2020
B. JUNE 9, 2020
C. OCTOBER 5, 2020

D. DECEMBER 8, 2020

E. MAY 10, 2021

F.

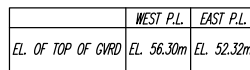
G.

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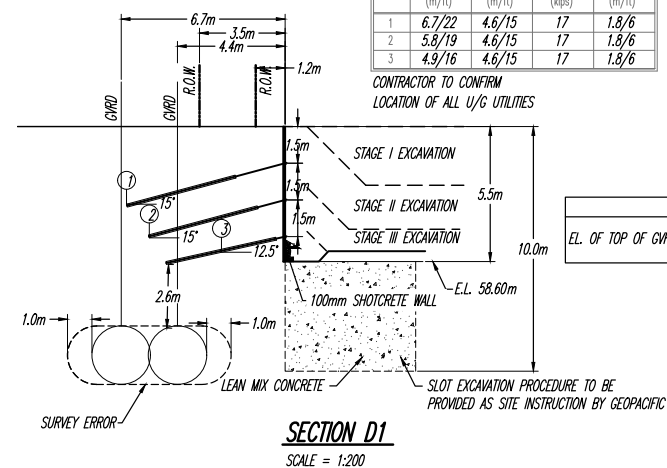




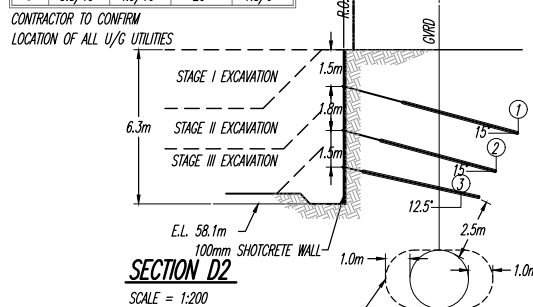
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1	4.3/14	3.0/10	14	1.8/6
2	3.4/11	3.0/10	14	1.8/6



ROW	LENGTH (m/ft)	GROUTED (m/ft)	LOCKOFF (kips)	SPACING (m/ft)
1	6.7/22	4.6/15	17	1.8/6
2	5.8/19	4.6/15	17	1.8/6
3	4.9/16	4.6/15	17	1.8/6



ROW	LENGTH (m/ft)	GROUTED (m/ft)	LOCKOFF (kips)	SPACING (m/ft)
1	7.3/24	4.9/16	20	1.8/6
2	6.4/21	4.9/16	20	1.8/6
3	5.8/19	4.9/16	20	1.8/6



	WEST P.I.	EAST P.I.
EL. OF TOP OF GVRD	EL. 56.30m	EL. 52.32m

REFERENCE:



GEOPACIFIC
VANCOUVER KAMLOOPS CALGARY

1779 W. 75th Avenue
Vancouver, B.C. V6P 6P2
P 604.439.0922
F 604.439.9189

DATE: MARCH 20, 2020

DRAWN BY:
C.I.

APPROVED: *RA*

REVIEWED BY	
A.S.	

SCALE:	AS SHOWN
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NEW WESTMINSTER AQUATIC & COMMUNITY CENTRE
65 EAST SIXTH AVENUE, NEW WESTMINSTER, B.C.
SHORING - SECTION D, D1 & D2

FILE NO.: **17504**

DWG. NO.: *G-S4B*

REVISIONS:

A.	APRIL 8, 2020
B.	APRIL 28, 2020
C.	MAY 1, 2020

D. JUNE 9, 2020

E.	AUGUST 7, 2020
F.	OCTOBER 5, 2020
G.	DECEMBER 8, 2020

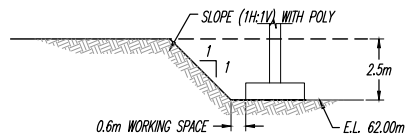
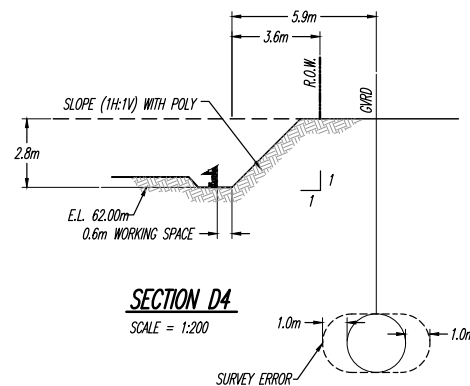
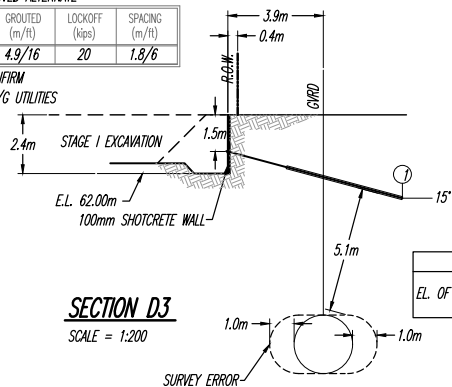
H	MAY 10. 2021
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DSI R38N OR APPROVED ALTERNATE

ROW	LENGTH (m/ft)	GROUTED (m/ft)	LOCKOFF (kips)	SPACING (m/ft)
1	7.3/24	4.9/16	20	1.8/6

CONTRACTOR TO CONFIRM
LOCATION OF ALL U/G UTILITIES



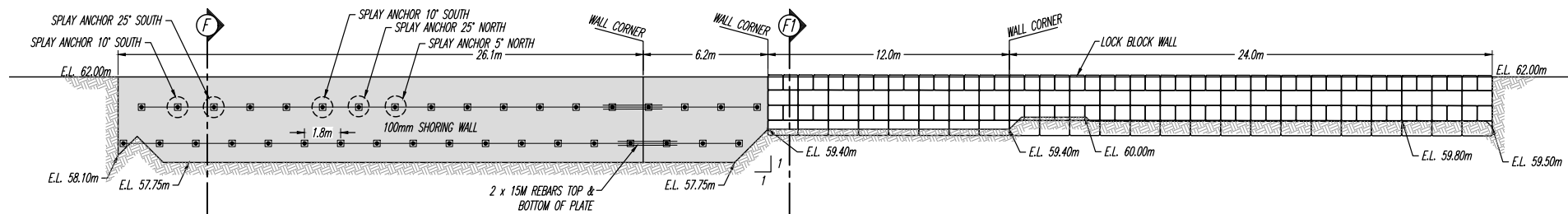
SECTION E

SCALE = 1:200

ISSUED FOR CONSTRUCTION

REFERENCE:	 <div>GEOPACIFIC VANCOUVER KAMLOOPS CALGARY</div> <div>1779 W. 75th Avenue Vancouver, B.C. V6P 4P2 P 604.439.0922 F 604.439.9059</div>	DATE:	MARCH 20, 2020			NEW WESTMINSTER AQUATIC & COMMUNITY CENTRE 65 EAST SIXTH AVENUE, NEW WESTMINSTER, B.C. SHORING – SECTION D3, D4 & E	FILE NO.:	17504		REVISIONS:	D. JUNE 9, 2020	H. MAY 10, 2021
		DRAWN BY:	APPROVED BY:	REVIEWED BY:	DWG. NO.:				A. APRIL 8, 2020	E. AUGUST 7, 2020		
		C.T.	R.A.	A.S.			B. APRIL 28, 2020	F. OCTOBER 5, 2020				
		SCALE:	AS SHOWN						C. MAY 1, 2020	G. DECEMBER 8, 2020		





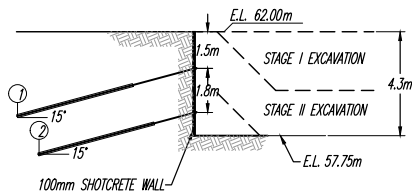
INTERNAL WALL ELEVATION

SCALE = 1:200

SECTION F DSI R38N OR APPROVED ALTERNATE

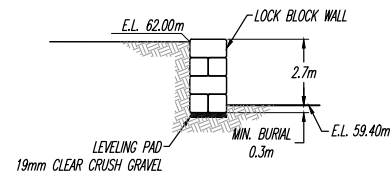
ROW	LENGTH (m/ft)	GROUTED (m/ft)	LOCKOFF (kips)	SPACING (m/ft)
1	7.6/25	5.8/19	23	1.8/6
2	6.7/22	5.8/19	23	1.8/6

CONTRACTOR TO CONFIRM
LOCATION OF ALL U/G UTILITIES



SECTION F

SCALE = 1:200



SECTION F1

SCALE = 1:200

ISSUED FOR CONSTRUCTION

REFERENCE:



GEOPACIFIC
VANCOUVER KALLOOPS CALGARY

1779 W. 75th Avenue
Vancouver, B.C. V6P 6P2
P 604.439.0922
F 604.439.9899

DATE:

MARCH 20, 2020

DRAWN BY:

C.T.

APPROVED BY:

R.A.

REVIEWED BY:

A.S.

SCALE:

AS SHOWN

NEW WESTMINSTER AQUATIC & COMMUNITY CENTRE
65 EAST SIXTH AVENUE, NEW WESTMINSTER, B.C.
SHORING - INTERNAL WALL ELEVATION & SECTION F,F1

FILE NO.:

17504

DWG. NO.:

G-S5

REVISIONS:

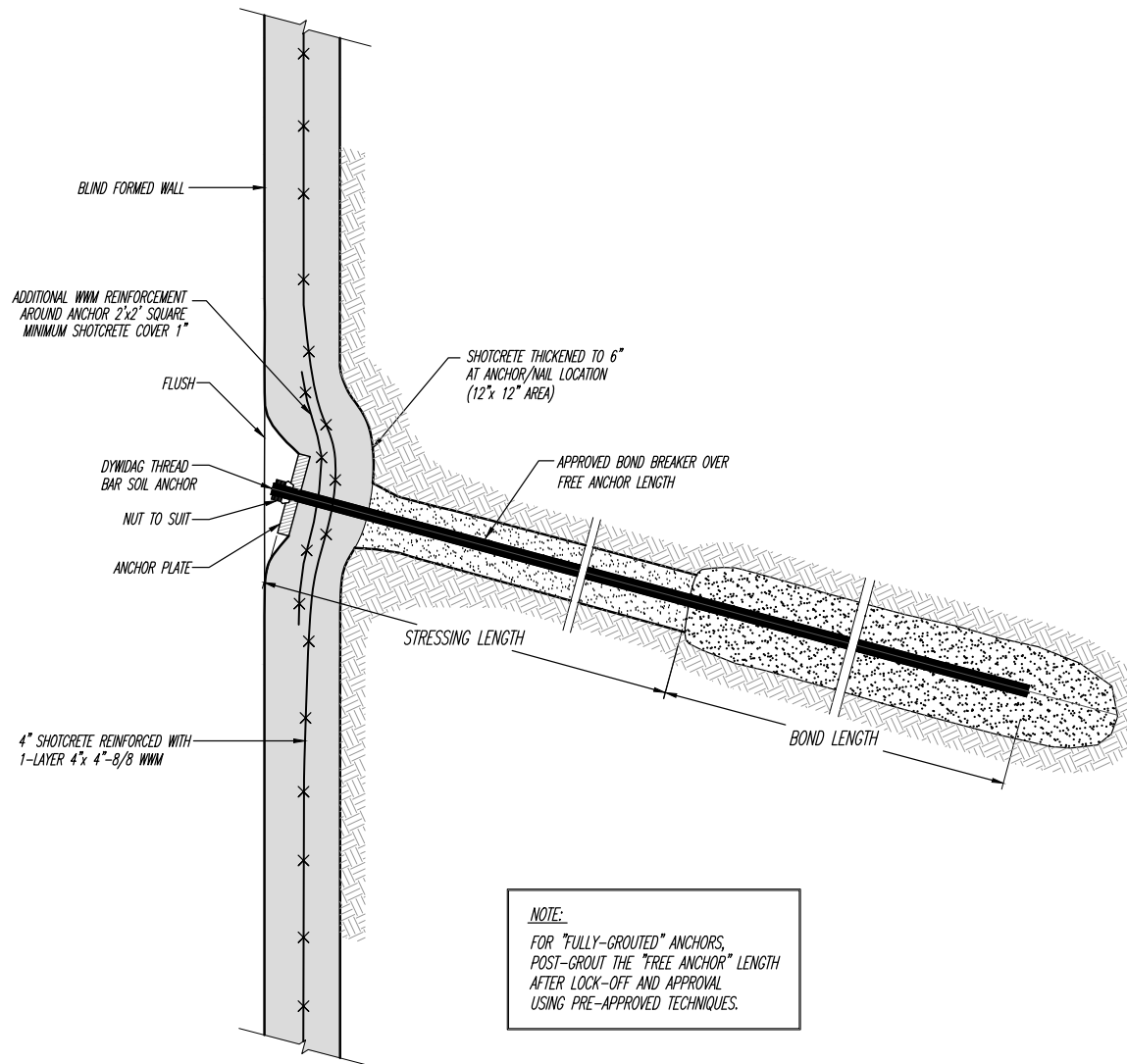
A. APRIL 8, 2020
B. APRIL 28, 2020
C. MAY 1, 2020

D. JUNE 9, 2020

E. AUGUST 7, 2020
F. OCTOBER 5, 2020
G. DECEMBER 8, 2020


H. MAY 10, 2021





ISSUED FOR CONSTRUCTION

ANCHORED SHOTCRETE DETAIL
N.T.S.

REFERENCE:	 GEOPACIFIC VANCOUVER KAMLOOPS CALGARY	1779 W. 75th Avenue Vancouver, B.C. V6P 6P2 P 604.439.0922 F 604.439.9899	DATE: MARCH 20, 2020	ANCHOR DETAIL	FILE NO.: 17504	REVISIONS:		
			DRAWN BY: C.T.		APPROVED BY: R.A.	REVIEWED BY: A.S.	A. MAY 10, 2021	
			SCALE: AS SHOWN			DWG. NO.: G-1	B.	
						C.		



- 1.1 *In these Notes, the Engineer is GeoPacific Consultants Ltd.*
- 1.2 *These Notes must be read in conjunction with the design Drawings.*
- 1.3 *The work described and shown involves near vertical excavated slopes or structure using a combination of shotcrete and ground anchors. All slopes shall be covered with secured polyethylene sheeting to prevent erosion.*
- 1.4 *The anchors will be installed in ground around the site and the actual soil and groundwater conditions must be assumed.*
- 1.5 *The grouted anchor lengths required to resist the design loads are based on the assumed conditions. The capacity of the anchors will be confirmed at the beginning of the contract and may be lengthened or shortened.*
- 1.6 *Some utilities, foundations and structures which may affect the installation procedures and techniques are noted on the Drawings. The Contractor shall confirm the locations and condition of ALL man-made elements which may be damaged because of the anchored shotcrete operations. It is the Contractor's responsibility to install the anchored shotcrete in the actual site conditions encountered.*

Elements which may, in the opinion of the Contractor, be damaged by the anchored shotcrete operations must be reported to the Engineer well in advance of the work to take place.

- 1.7 *These documents are based on architectural, structural and survey Drawings provided. It is the Contractor's responsibility to verify all dimensions and report discrepancies to the Engineer.*
- 1.8 *The Contractor shall schedule and co-ordinate the work to satisfy the reasonable requirements of adjacent Owners and Tenants who shall be given sufficient Notice before carrying out work which may affect their property.*
- 1.9 *The Contractor shall erect and maintain a secure closed hoarding around the site for the safety of all persons in the vicinity of the site.*
- 1.10 *The Contractor shall inspect the slopes and the support to the slopes and structures daily and shall immediately report any potentially damaging movement or deterioration to the Engineer by telephoning 604-439-0922*

2.1 **ANCHOR BAR:**

The anchors shall be installed in minimum 75 mm (3 inch) diameter holes which shall be drilled, unless otherwise approved in advance by the Engineer. Anchor capacity is dependant upon installation techniques and the drilling equipment and methods shall be subject to the Engineer's approval.

Drilling techniques shall produce a hole which is free of debris and ensure continuous support of the hole and shall not erode or disturb soil around the hole.

2.2 **Anchor tendons shall be as shown on the design drawings.**

Anchorage equipment couplings and any necessary wedges washers and plates shall be in accordance with the tendon manufacturer's specifications and requirements.

Minimum anchorage length ("Fixed" length) and stressing length ("Free" length) are shown on the Drawings.

2.3 **Grout in the anchorage shall be a prior-approved non-shrink cementitious material mixed with a minimum compressive strength of 5 MPa in 24 hours and 35 MPa in 28 days.**

2.4 **Shotcrete shall be reinforced with 102 x 102 MW13.3/13.3 (4"x4"-8/8) welded wire mesh as shown on the Drawings. Steel shall have a minimum yield strength of 450 MPa (65 ksi) and shall be in accordance with ASTM A497.**

2.5 **All shotcreting shall be carried out in accordance with ACI 506 : "Specifications for Materials Proportioning and Application of Shotcrete"**

2.6 **Shotcrete shall have a minimum compressive strength of 5 MPa in 24 hours and 30 MPa in 28 days. The Engineer may require test panels to be prepared by the Contractor so they can be cored by others to confirm the shotcrete strength. The Contractor shall co-operate with the independent testing laboratory appointed by the Owner for this purpose.**

3.1 *Hollow Core Bar Installation (if required)*

Set the bar on an appropriate drill rig. Start pumping the grout to assure that grout will exit drill bit.

Proceed with rotary drilling and flushing approx. three feet per min (depending on ground condition). Rotation speed should be approx. 60 to 120 RPM. To achieve higher friction values, advance and retract the bars several times for each 3.0 m (10 feet) length of bar installed in the bond zone.

The grout should be applied CONTINUOUSLY during drilling. A grout pump with at least 60 l/min volume and minimum 2 MPa (300 psi) pressure capacity (preferably 10 MPa, 1500 psi) should be used.

Refer to the manufacture's specifications and recommendations for more detail.

3.2 *Anchors and shotcrete will be installed in sequence and stages to maintain stability of the excavation. Excavation of soil from the site shall also take place in stages. Stages shall not exceed 1.8 m (6 feet) vertical.*

The Contractor may remove all soil within any mass excavation Stage before anchors in that Stage are installed but further excavation shall not take place until all anchored shotcrete in that Stage is installed and approved by the Engineer.

The mass excavation for any Stage does not include a perimeter berm with a minimum top width of one metre and a side slope of 1 horizontal to 1 vertical.

Ground conditions may locally require a wider berm, flatter slopes and/or other slope protection measures including covering or short-term temporary support.

The perimeter berms in any stage shall be excavated in staggered panels. THE MAXIMUM WIDTH OF A PANEL SHALL BE THE HORIZONTAL SPACING OF THE ANCHOR PLUS 0.6 M (2 FEET). This panel width may be INCREASED OR DECREASED by the Engineer's agreement, in writing, BEFORE increasing the panel width.

No adjacent panels shall be excavated concurrently and no more than 1/3 of the panels shall be excavated concurrently. In addition no panel shall be excavated into the berm until at least 24 hours after that panel anchor has been grouted.

Anchors and shotcrete may be installed concurrently in different panels. Anchors shall be installed at right angles to the property lines on plan and within 2.5 degrees of the declination shown on the Drawings except with the prior approval of the Engineer.

REFERENCE:



GEOPACIFIC
VANCOUVER KAMLOOPS CALGARY

1779 W. 75th Avenue
Vancouver, B.C. V6P 6P2
P 604.439.0922
F 604.439.9189

DATE: <i>MARCH 20, 2020</i>		
DRAWN BY: <i>C.T.</i>	APPROVED BY: <i>R.A.</i>	REVIEWED BY: <i>A.S.</i>
SCALE: <i>AS SHOWN</i>		

GENERAL NOTES

FILE NO.: 17504
DWG. NO.: G-2 (SHEET 1 OF 2)

REVISIONS:
A. <i>MAY 10, 2021</i>
B.
C.



