

RE: WATER SUPPLY TO BURNABY MOUNTAIN CENTENNIAL PARK PAVILION
CONTRACT #7805
(ITEM 7, MANAGER'S REPORT #55, 1977 AUGUST 15)

For some time we have been working with Simon Fraser University to get permission to use its water system so as to obtain a more sure supply of water to the Burnaby Mountain Centennial Park Pavilion, and at the same time to provide better fire protection for this facility.

Attached for the information of the Municipal Council is a copy of Item 7, Manager's Report #55 which was considered by the Municipal Council on 1977 August 15, and the recommendations noted in it were adopted at that time.

We have consummated an agreement with S.F.U. as outlined in the report item, and the agreement has now been executed by the District of Burnaby and S.F.U. A copy of this agreement is attached for the information of Council.

The following is a report of the Purchasing Agent dated July 11 which outlines the results of the tender call for the work involved.

RECOMMENDATION:

1. THAT the lowest tender submitted by Timm Construction Limited in the amount of \$212,453.00 be accepted with final payment to be based on actual quantities and unit prices tendered.

* * * * *

TO: MUNICIPAL MANAGER

DATE: 1978 July 11

FROM: PURCHASING AGENT

RE: CONTRACT #7805 WATER SUPPLY TO CENTENNIAL PARK PAVILION

Tenders for the subject project were received up to 15:00 h local time on Tuesday, 1978 July 11.

The work includes the construction of a 200,000 gallon reinforced concrete reservoir, approximately 2,250 feet of 4 inch watermain, approximately 1,500 feet of 8 inch watermain and various connections and appurtenances.

Funds for this project are included in the 1978 Capital Budget.

The Engineer's estimate of cost for the total work bid under this contract is \$195,000.

All of the work included in this contract shall be completed within ninety (90) consecutive working days after commencement of construction.

Three (3) tenders were received and opened in the presence of Messrs. R. Constable, J. Hagen and representatives of the firms bidding.

A tabulation of the tenders received is attached.

The schedule of approximate quantities coupled with the unit prices submitted by Timm Construction Limited is as follows:

ITEM	DESCRIPTION	UNIT QUANTITY	UNIT PRICE
1.	Construct Reservoir	L. Sum	\$104,600.00
2.	Supply and Installation of Reservoir Drain from Collection Manhole to Gagliardi Way	L. Sum	2,930.00
3.	Supply and Installation of Control Cable from Reservoir to Existing Power Pole	L. Sum	2,578.00
4.	Supply and Installation of Control Valve Manhole Complete	L. Sum	5,800.00

ITEM	18
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17

RE: CONTRACT #7805 WATER SUPPLY TO CENTENNIAL PARK PAVILION

188

ITEM	DESCRIPTION	UNIT QUANTITY	UNIT PRICE
5.	Supply and Installation of Electrical Controls from Control Valve Manhole to Room 100 of the Simon Fraser University Day Care Centre Complete	L. Sum	\$ 5,740.00
6.	Supply and Installation of Flow Meter Manhole Complete	L. Sum	2,800.00
7.	Supply and Installation of 4" Class 52 D.I. Watermain	L.Ft. 2250	14.44
8.	Installation of 4" Class 52 D.I. Watermain across Gagliardi Way	L. Sum	5,600.00
9.	Supply and Installation of 8" Class 50 D.I. Watermain	L.Ft. 1500	21.00
10.	Supply and Installation of Air Valve Complete	L. Sum	495.00
11.	Supply and Installation of Fire Hydrant Assembly Complete	Each	910.00
12.	Connection to Existing System at Centennial Pavilion	L. Sum	7,800.00
13.	Imported Bedding, Pipe Cover and Backfill Material	Cu.Yd. 400	7.00
<u>INDETERMINATE ITEMS</u>			
14.	Rock Excavation	Cu.Yd. 50	50.00
15.	Imported Select Gravel Fill for Unsuitable Foundations	Cu.Yd. 300	5.00
16.	Mass Concrete	Cu.Yd. 20	50.00
17.	Reinforcing Steel	Lbs. 1000	0.35
18.	Test Excavations	Each 5	30.00

The Municipal Engineer and the Consulting Engineer, Dayton and Knight concur with the recommendation.

RECOMMENDATION

THAT the lowest tender submitted by Timm Construction Limited in the amount of \$212,453.00 be accepted with final payment to be based on actual quantities and unit prices tendered.

K.P. Williams,
PURCHASING AGENT.

KFW/gbw
Attachment

c.c. Municipal Clerk
Municipal Engineer

THE CORPORATION OF THE DISTRICT OF BURNABY
TABULATION OF TENDERS FOR
CONTRACT #7805 WATER SUPPLY TO CENTENNIAL PARK PAVILION

NO.	COMPANY	TOTAL
1	Prosegger Construction Ltd.	\$ 234,919.00
2	Kingston Construction Ltd.	248,882.50
3	Timm Construction Co. Ltd.	212,453.00

ITEM 18
MANAGER'S REPORT NO. 52
COUNCIL MEETING 1978 07 17

MANAGER'S REPORT NO. 52	18	ER'S REPORT NO. 55
COUNCIL MEETING 1978 07 17		MEETING Aug. 15/77

Re: WATER SUPPLY TO BURNABY MOUNTAIN CENTENNIAL
PARK PAVILION.

190

Following is a report from the Acting Parks and Recreation Administrator regarding the proposed installation of a system that would provide an adequate water supply to the Burnaby Mountain Centennial Park Pavilion.

RECOMMENDATION:

1. THAT Council adopt the three recommendations as noted in the report dated August 8, 1977 from the Acting Parks and Recreation Administrator.

* * * * *

TO: MUNICIPAL MANAGER
FROM: ADMINISTRATOR
PARKS & RECREATION
DATE: AUGUST 8, 1977
SUBJECT: WATER SUPPLY TO BURNABY MOUNTAIN CENTENNIAL
PARK PAVILION.

At its meeting of August 3, 1977, the Parks and Recreation Commission received the attached report from the Municipal Engineer and approved the following recommendations. The Commission would request Council's concurrence:

- 1: That the Corporation design and construct a 4" diameter connection from the Simon Fraser water system to a 200,000 gallon reservoir at the Centennial Pavilion and from the reservoir to the Pavilion construct 1500 feet of 8" diameter water main including two hydrants, including controls as required by the University at a total estimated cost of \$225,000. The 1977 Water Utility Budget Code #20-02, has included a sum to cover the cost of this proposed work and the full cost of the work should be charged to that account.
- 2: That the Corporation accept the conditions for taking water from the Simon Fraser University system as set forth in the Bursar's letter 13 July, 1977 and enter into an agreement with the University regarding the water connection including an easement as required to contain the 4" diameter connection and appurtenances.
- 3: That the Consulting firm, Dayton and Knight Ltd., who carried out all the preliminary studies for this water system, be engaged to design and supervise the construction of the water system to be constructed from the Simon Fraser system to the Pavilion and including a 200,000 gallon reservoir at the Pavilion.

Gordon Squire
ACTING PARKS AND RECREATION
ADMINISTRATOR

SB:ew

18
MANAGER'S REPORT NO. 52
COUNCIL MEETING 1978 07 17

20 July, 1977.

TO: PARKS & RECREATION ADMINISTRATOR

ITEM

FROM: MUNICIPAL ENGINEER

ADMINISTRATOR'S REPORT NO. 17

COMMISSION MEETING AUG. 3/77

SUBJECT: WATER SUPPLY TO BURNABY MOUNTAIN CENTENNIAL PARK PAVILION.

In a report to Council dated 30th September, 1976 (copy attached) the question of the inadequate water supply to the Centennial Park Pavilion was set forth in detail and a recommendation was made that the Corporation include in the 1977 Waterworks Utility the sum of \$350,000 to provide an adequate water supply for the Centennial Pavilion for domestic, fire protection and irrigation.

The Municipal Council did not approve of the recommendation and referred the matter back to the Municipal Manager for further consideration.

We would advise that since that time, we have been carrying on extended discussions and exchange of correspondence with the University in an attempt to gain their permission to take a connection from the University's water system to supply water to the Pavilion, through a proposed new 200,000 gallon reservoir at the Pavilion. The question of the 200,000 gallon reservoir at the Pavilion has been approved by our Underwriters, the Director of Fire Services and it has been confirmed that 200,000 gallons is adequate to provide water for domestic, fire protection and irrigation, provided that the sprinkling system has a separate outlet from the Pavilion reservoir set about half way up in the tank, so that only 60,000 gallons could be drawn for sprinkling purposes and always leaving in the reservoir 120,000 gallons for fire protection and 20,000 gallons for domestic purposes.

Simon Fraser University, in a letter dated the 13 July, 1977 (copy attached), have confirmed that they would allow a 4" diameter connection from their water system to feed water to the proposed 200,000 gallon reservoir at the Pavilion, subject to two conditions.

1. When the S. F. U. water reserve is drawn down by 90,000 gallons no further water will be available to the Pavilion reservoir until 18,000 gallons have been restored to the S. F. U. reservoir, that is until the draw down level is 72,000 gallons.
2. Subject to the first condition, the water flow to the 200,000 gallon Pavilion reservoir will cease when it is full and will start again when it is drawn down by 20,000 gallons.

We have reviewed these requirements with our Consulting Engineer and can confirm that they will impose no undue hardship in the operation of the water supply to the Pavilion, and we are prepared to recommend that the condition be accepted. We have confirmed with S. F. U. that their reference in the last paragraph of their letter, to a review of all arrangements after a trial period of six months, refers only to a review of the operating procedure and in no way refers to a review of the question of the water connection.

We have estimated the cost of providing a 200,000 gallon reservoir plus 2500' of 4" diameter connection from the University system together with all the controls as required by the University, plus 1500 feet of 8" pipe from the Pavilion reservoir to the Pavilion including the installation of two hydrants at a total cost of \$225,000.

We would therefore request that you submit the following recommendations to the Parks & Recreation Commission for transmittal to the Municipal Council.

(cont'd)

ITEM

2

ADMINISTRATOR'S REPORT NO. 17

COMMISSION MEETING AUG. 3/77

ITEM

18

MANAGER'S REPORT NO.

52

COUNCIL MEETING 1978 07 17

ITEM

7

MANAGER'S REPORT NO.

55

COUNCIL MEETING Aug. 15/77

RECOMMENDATIONS:

1. THAT the Corporation design and construct, a 4" diameter connection from the Simon Fraser water system to a 200,000 gallon reservoir at the Centennial Pavilion and from the reservoir to the Pavilion construct 1500 feet of 8" diameter water main including two hydrants, including controls as required by the University at a total estimated cost of \$225,000. The 1977 Water Utility Budget Code #20-02, has included a sum to cover the cost of this proposed work and the full cost of the work should be charged to that account.
2. THAT the Corporation accept the conditions for taking water from the Simon Fraser University system as set forth in the Bursar's letter 13 July, 1977 and enter into an agreement with the University regarding the water connection including an easement as required to contain the 4" diameter connection and appurtenances.
3. THAT the Consulting firm, Dayton and Knight Ltd., who carried out all the preliminary studies for this water system, be engaged to design and supervise the construction of the water system to be constructed from the Simon Fraser system to the Pavilion and including a 200,000 gallon reservoir at the Pavilion.

192

[Signature]
MUNICIPAL ENGINEER

VK:cj
Attachments

cc: () Municipal Manager
() Municipal Treasurer
() Director of Planning

ITEM 18
MANAGER'S REPORT NO. 52
COUNCIL MEETING 1973 07 17

ITEM
ADMINISTRATOR'S REPORT NO. 17
SESSION MEETING Aug. 3/77

ITEM 17
MANAGER'S REPORT NO. 62
COUNCIL MEETING Oct. 4/77

Re: WATER SUPPLY TO BURNABY MOUNTAIN
CENTENNIAL PARK PAVILION

Following is a report from the Municipal Engineer regarding the above.

The line would not be installed through any development and in fact would pass entirely through the Burnaby Mountain Conservation Area on the Hastings Street alignment.

The Municipal Manager met with the Vice-President of Administration at S.F.U. and discussed this matter at some length. It was pointed out by the University's insurance brokers, who were also in attendance, that the University's insurance could conceivably be jeopardized should approval be given to connect the line to the University's water system. This was verified by our brokers who advised that the insurance business is much different in nature than in years past and that underwriters are becoming more reluctant to cover items that are risky or complex.

RECOMMENDATIONS:

1. THAT the Corporation include, in the 1977 Waterworks Utility Budget, a sum of money to provide adequate domestic, fire protection and irrigation water supply to the Centennial Pavilion at a revised estimate of cost of \$350,000, and,
2. THAT the firm of Dayton & Knight Ltd., who carried out the preliminary study for this water supply, be asked to proceed immediately with the design of the approved alternative (2), which will supply adequate water for domestic, fire protection, and irrigation to Centennial Park Pavilion, including the installation of a new pumping station and a 300,000 gallon concrete reservoir at the Centennial Pavilion.

30 September, 1976

TO: MUNICIPAL MANAGER

FROM: MUNICIPAL ENGINEER

SUBJECT: WATER SUPPLY TO BURNABY MOUNTAIN
CENTENNIAL PARK PAVILION

Approximately one year ago, it became apparent that the water supply to the Centennial Park Pavilion, which had always been quite inadequate for fire protection, had now, with the changing use of the Pavilion, become inadequate for even domestic water on some occasions. This, together with the fact that the existing system involving a small pumping system at the foot of Hastings Street and a wooden ten-thousand gallon storage reservoir at the Pavilion providing no reserve for sprinkling of the park facilities at the Pavilion, indicated that it was necessary to carry out a study for the best method of bringing the water supply to the Pavilion up to an acceptable standard. As a result, the firm of Dayton & Knight Ltd., Consulting Engineers, were engaged on 2 October, 1975, to study the water supply to Centennial Pavilion. The Consultant's report was prepared and received by the Corporation on 19 December, 1975, and it recommended two alternatives which would provide full domestic, fire protection, and water for irrigation at the Centennial Park Pavilion, as follows:

- Alt. (1) This alternative included the construction of a new pumping station on the site of the existing pumping station at Hastings Street, 5,500 feet of 6" diameter pipe to connect the new pumping station to a proposed 300,000 gallon concrete reservoir at the Pavilion; the estimate also includes new control cable and 1,500 feet of 8" feeder pipe from the new reservoir to the Pavilion, at a total estimated cost of \$338,000.

ITEM	18	ADMINISTRATOR'S REPORT NO. 17
MANAGER'S REPORT NO.	52	SESSION MEETING Aug. 3/77
COUNCIL MEETING	1978 07 17	MANAGER'S REPORT NO. 62
		COUNCIL MEETING Oct. 4/76

Alt. (2) This alternative involved a connection from the westerly end of the Simon Fraser University system to the Pavilion and the estimated cost to provide the same water supply as Alternative (1) was \$143,000.

194

On 6 January, 1976, we forwarded the Consultant's report to the Simon Fraser University and asked them to review the report and consider our request to run a connecting line from the westerly end of their system to the Pavilion. In May, 1976, the University advised us that they were considering our application but would require a report from an independent Consulting Engineer to confirm that it would not be detrimental to the University's water system to permit an extension to service Centennial Pavilion. The Corporation agreed to this requirement and paid \$700 to have another Consulting Engineer study the proposal; this Consultant, Mr. D.H. Mill, P. Eng., prepared a report, received by us on 21 May, 1976, which concluded that it would be feasible to make a connection from the University system to the Centennial Pavilion provided that certain conditions were met, such as:

- (1) not taking more than 200 gallons per minute from the connection except when there was a fire;
- (2) not imposing sprinkling restrictions on the University except when restrictions are imposed on the Municipality as a whole;
- (3) not allowing the water level in the tower to drop more than 15 feet below the top water level except when there is a fire;
- (4) the University would reserve the right to shut off the water supply completely to the Centennial Park Pavilion whenever the water level in the tower dropped more than 15 feet below the top water level or whenever there was a fire at the University.

We had our Consulting Engineer review these requirements and we checked with the Greater Vancouver Water District regarding the requirement that affected water supply and subsequently advised the University that we could accept these conditions.

Our application to take water from the University system was in accordance with an agreement made with the University at the time it was located in Burnaby when the Corporation paid \$60,000 towards the cost of construction of the ground storage reservoir facilities at the University upon the stipulation that the Corporation reserved the right to utilize water supplies from the reservoir on a reciprocal basis should the necessity arise in the future. The University agreed to this commitment in a letter signed by P.D. McTaggart-Cowan, addressed to the Municipal Clerk on 3 March, 1964 (copy attached). Considering this commitment and the lengthy negotiations that had been carried out with the University, it came as a surprise to us to be advised by letter dated 10 August, 1976, that the University had decided in view of advice from their Insurance Brokers that they could not permit the proposed connection from the west end of the University water system. On 7 September, 1976, we received a letter from the University advising that we could extend a water line the complete distance from the Pavilion through the University to the water tower and run the line up the tower and make a connection 15 feet

(cont'd)

ADMINISTRATOR'S REPORT NO. 17

ITEM	18	SESSION MEETING	AUG. 3/77
MANAGER'S REPORT NO.	52	MANAGER'S REPORT NO.	17
COUNCIL MEETING	1978 07 17	COUNCIL MEETING	Oct. 4/76

below top water level. It would be unthinkable to expend several hundred thousand dollars to obtain such a limited supply of water and therefore we cannot accept this alternative solution which has been put forth as the only one acceptable to the University. The University has, effectively, terminated the technically feasible and more economic solution of providing water supply to the Centennial Pavilion.

RECOMMENDATIONS:

1. THAT the Corporation include, in the 1977 Waterworks Utility Budget, a sum of money to provide adequate domestic, fire protection and irrigation water supply to the Centennial Pavilion at a revised estimate of cost of \$350,000, and,
2. THAT the firm of Dayton & Knight Ltd., who carried out the preliminary study for this water supply, be asked to proceed immediately with the design of the approved alternative (2), which will supply adequate water for domestic, fire protection, and irrigation to Centennial Park Pavilion, including the installation of a new pumping station and a 300,000 gallon concrete reservoir at the Centennial Pavilion.

EEO
MUNICIPAL ENGINEER

VK:EEO:cmg

Atch.

- c.c. () Municipal Treasurer
() Parks & Recreation Administrator
() Planning Director
() Chief Public Health Inspector
() Fire Chief

ITEM	7	MANAGER'S REPORT NO.	55
COUNCIL MEETING	AUG. 15/77		

ITEM

ADMINISTRATOR'S REPORT NO.17

COMMISSION MEETING AUG. 3/77

ITEM 18
MANAGER'S REPORT NO. 52
COUNCIL MEETING 1973 07 17

SIMON

SFU
V5A 1S6 291-3111

19

RECEIVED IN July 13 1977
ENGINEERING DEPT.

JUL 14 1977

DATE	INITIALS
JUL 14 1977	JK

Mr. E.E. Olson, P. Eng.
Municipal Engineer
Corporation of the District
of Burnaby
4949 Canada Way
Burnaby, B.C.
V5G 1M2

Dear Sir,

We have reviewed your letter of March 31 1977 and the accompanying engineering report dated March 30.

We are aware of the points raised and the comments of your consultants however we must be concerned to meet the requirements of the University, including the following,

1. When the SFU water reserve is drawn down by 90,000 gallons, no further water will be available to the Pavilion reservoir until 18,000 gallons have been restored to the SFU reservoir, that is until the drawn down level is 72,000 gallons; and
2. Subject to the first condition, the water flow to the 200,000 gallon Pavilion reservoir will cease when it is full and will start again when it is drawn down by 20,000 gallons.

The University asks that the design of the proposed system be submitted to us in order that we may inform our insurers of the material change to the risk before the issuance of contracts to carry out the work.

We also reserve the right to review all arrangements after a trial period of six months following the possible start of water flow into the new Burnaby Pavilion reservoir and to discuss any difficulties which may have arisen.

Yours very truly,

Donald H.M. Ross

Donald H.M. Ross
Bursar

ITEM 7
MANAGER'S REPORT NO. 55
COUNCIL MEETING Aug. 15/77

ITEM	13
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17

THIS INDENTURE made and entered into this ^{5th} day of ^{July} February, 1978. _{EN}

BETWEEN:

SIMON FRASER UNIVERSITY, a body politic and corporate duly constituted and established pursuant to the Universities Act of the Province of British Columbia and being in the Municipality of Burnaby Province of British Columbia

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF BURNABY, a municipal corporation duly constituted and established pursuant to the Municipal Act of the Province of British Columbia

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the owner in fee simple, of ALL AND SINGULAR that certain parcel or tract of land and premises (hereinafter called the "University Lands") situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly described in Schedule "A" annexed hereto.

AND WHEREAS the Grantee desires to receive water from the Grantor's Water System (hereinafter called the "System") on the University Lands.

AND WHEREAS the Grantor has agreed to allow the Grantee to connect to the System with a 4" diameter connection with all necessary attachments and fittings and to receive water from the System subject to the terms and conditions hereinafter set forth.

AND WHEREAS the Grantor has agreed to grant the Grantee a Right-of-way over, through, under and upon the portion (the "Right-of-way Area") shown outlined in red on the plan annexed hereto as Schedule "B", of the University

ITEM	13
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17

Lands for water mains from the aforementioned connection on the University Lands to a 200,000 gallon reservoir (hereinafter called the "Pavilion Reservoir") on the Grantee's lands on Burnaby Mountain.

198

NOW THEREFORE THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Grantor, in consideration of the premises and of the sum of One (\$1.00) Dollar and other good and valuable consideration, now paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged) and the covenants of the Grantee herein contained, hereby grants unto the Grantee the uninterrupted right for the Grantee to connect to the System beneath the surface of the Right-of-Way Area a 4" diameter connection with all necessary valves, meters, attachments and fittings (together hereinafter called the "Works"), and so long as the System is adequately provided with water, to receive water from the System from time to time as permitted hereunder, subject to the terms and conditions herein.

2. It is understood and agreed by the Grantor and the Grantee that:

- (a) the top of valve chamber and all manholes will be installed at ground level.
- (b) the Works shall at all times meet, and comprise facilities and equipment to enable the Works to meet, the following conditions:
 - (i) that when the Grantor's water reserve in the Grantor's existing reservoir is drawn down by 90,000 gallons, the Grantee will not receive any further water from the System until 18,000 gallons have been restored to the said reservoir; and
 - (ii) that when the Pavilion Reservoir is full the Grantee will not receive any further water from the System until the Pavilion Reservoir is drawn down by 20,000 gallons;

ITEM	13
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17

- (c) prior to the issue of any contracts to carry out any work on the University Lands pursuant to this Indenture, and prior to the carrying out of any of such work, the Grantee will submit drawings and specifications of the propose Works to the Grantor for the approval of the Grantor; and
- (d) without prejudice to any other rights of the Grantor to ensure compliance with the terms and conditions herein, the Grantor reserves the right to review the operation of the Works during the period of one year after the Grantee commences to receive water from the System on a regular basis by means of the Works, and the right to require any operational adjustments to the Works as may be deemed necessary by the Grantor.

3. The Grantee acknowledges and agrees that it is a condition of grant of rights by the Grantor herein and of the continued exercise by the Grantee of such rights that the Grantee will cooperate at all times with the Grantor in all reasonable requests for additional water to be provided to the Grantor from the Greater Vancouver Water District or such public body which is empowered to provide water to the University Lands.

4. The Grantor covenants and agrees with the Grantee that the Grantor will not intentionally do or permit to be done any act or thing which will interfere with or injure the Works or impair the operating efficiency thereof, but otherwise the Grantor reserves its right to use of the Right-of-Way Area.

5. The Grantee covenants and agrees with the Grantor that from time to time hereafter:

200

- (a) the Grantee will at its expense do all work and things hereby authorized to be done by the Grantee in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the System or the University Lands or any improvement thereon or ordinary use thereof, and vehicle access to and egress from the University Lands by public highway shall be freely maintained throughout;
- (b) the Grantee will not construct, erect, lay, excavate, for or install any of the Works or any substitution, replacement, modification or deletion of any of the Works unless the nature and location thereof and proposed timing therefor shall have been first approved in writing by the Grantor, and unless such work is carried out in accordance with the plans and specifications approved by the Grantor;
- (c) the Grantor shall at all times have access to the main shut-off valve for the Works;
- (d) the Grantee will at all times maintain the Works in a good and workmanlike manner and in a manner sufficient to meet the terms and conditions herein and the terms of the approvals given by the Grantor and its insurers hereunder;
- (e) the Grantee will repair and leave in a neat and tidy condition, the surface of the University Lands disturbed by construction, maintenance, alteration, replacement and removal of the Works, and without restricting the generality of the foregoing, the Grantee will as far as reasonably possible replace at its own cost any soil, turf, pavement or cement work or other improvement removed, disturbed or damaged by the Works or the installation, alteration or maintenance of the Works;

ITEM	18
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17

- (f) the Grantee will pay all royalties, scaling fees and other charges which may be levied by the Crown against any timber that the Grantee cuts on the University Lands;
- (g) the Grantee will not charge the Grantor for water provided to the System to the extent that such water is drawn from the System pursuant to the rights and privileges granted herein; and further, unless the Grantor otherwise consents in writing, the Works shall include a meter which measures the amount of the water drawn from the System hereunder, the amount of money otherwise payable for such water for each billing period shall be deducted from the billing for that period by the Grantee to the Grantor for water, and the information in respect of such metering and deducting shall be provided to the Grantor with each billing;
- (h) the Grantee will pay promptly for all materials supplied and work done pursuant to the rights and privileges granted herein, and will not permit any claim of lien therefor to remain filed against the title to the University Lands but will pay the same forthwith and register a discharge of each such claim at its expense;
- (i) subject to clause 4, the Grantor shall bear no responsibility for the Works, or for the maintenance, operation, alteration, replacement or removal thereof, or for the diminution or stoppage of the flow of water to or through the Works as may be permitted hereunder;
- (j) the Grantee will indemnify and save harmless the Grantor in respect of each action, cause of action, suit, damage, loss, cost, claim and demand against, of, or suffered by the Grantor of any nature whatsoever arising out of:

- (i) the exercise by the Grantee and the servants, licensees, invitees, agents, and contractors of the Grantee, of any of the rights or privileges granted herein or pursuant hereto;
- (ii) the failure of the Grantee or any such other person to install, alter, or maintain the Works in the manner required herein;
- (iii) the failure of the Grantee to comply with any of its obligations hereunder;
- (iv) the use by the Grantee of the Works; or
- (v) the malfunctioning or improper repair or improper maintenance of the Works;

and such indemnity shall extend to any injury to person or persons, including death resulting at any time therefrom, and to any damage to or loss of property suffered by the Grantor or others; EXCEPT to the extent to which such injury, damage or loss is caused by the negligence of the Grantor or its servants, employees or agents or any other licensee of the Grantor: AND in connection with such indemnity the Grantee will defend in the name and on behalf of the Grantor, at the cost of the Grantee, and with such counsel as may be approved by the Grantor, each proceeding which may be instituted against the Grantor, whether at law or in equity or otherwise, in respect of which the Grantee has agreed herein to indemnify the Grantor; Provided however if the injury, damage or loss is caused by the negligence of the Grantor then the Grantor shall bear the costs arising out of such injury, damage or loss, to the extent its negligence is the cause thereof;

- (k) the Grantee will indemnify and save harmless the Grantor from payment for any water that the Grantee draws from the System pursuant hereto; and

ITEM	18
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17

(1) the Grantee will pay all taxes, rates, duties and assessments whatsoever whether Municipal, parliamentary or otherwise, charged upon any things erected or placed on or affixed to the Right-of-Way by the Grantee, its servants, agents or licensees, or upon the Grantor in respect thereof, and all grants lawfully required in lieu thereof.

6. It is understood and agreed by the parties hereto that:

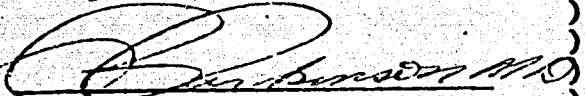

- (a) no part of the fee of the soil of the University Lands shall pass to or be vested in the Grantee under or by these presents;
- (b) the Grantor will enter into a Right-of-Way Agreement in the form attached hereto and marked "C".
- (c) unless the context otherwise requires, the words "Grantor" and "Grantee" whenever used herein shall be construed to include the respective successors and assigns of such parties, (and, if any successor or assign of either party is not a corporation, shall include heirs, executors and administrators) and shall further include, where the context allows, the servants, employees, agents, invitees, guests, tenants, visitors, and licensees of that party and all others over whom that party might reasonably be expected to exercise control; and
- (d) where the context so requires or where the parties hereto so require: wherever the singular or the masculine is used in this Indenture it shall be construed as being the plural or feminine or body corporate and vice versa; and wherever the plural is used in this Indenture it shall be construed as being the singular, and vice versa; and wherever words importing a firm or corporation are used in this Indenture, they shall be construed so as to apply to individuals.

ITEM	18
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17


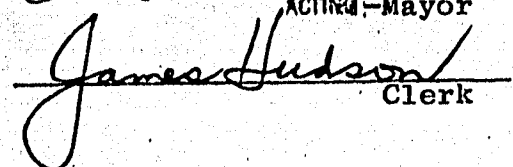
IN WITNESS WHEREOF the parties hereto have caused
these presents to be executed as of the day and year first
above written.

204

The Corporate Seal of
SIMON FRASER UNIVERSITY
was hereunto affixed in
the presence of:


Chairman of the Board

Bursar

The Corporate Seal of THE
CORPORATION OF THE DISTRICT
OF BURNABY was hereunto
affixed in the presence of:


Acting Mayor

Clerk

ITEM	18
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17

THE IS SCHEDULE "A" to an Indenture between
SIMON FRASER UNIVERSITY and THE CORPORATION
OF THE DISTRICT OF BURNABY

Simon Fraser University is the owner in fee simple
of ALL AND SINGULAR that certain parcel or tract of land and
premises situate, lying and being in the Municipality of
Burnaby, and more particularly known and described as:

Lot One Hundred & Forty-five (145) of District
Lots Thirty-one (31), One Hundred and One (101),
One Hundred & Two (102), One Hundred & Forty-one
(141), One Hundred & Forty-four (144), One Hundred
and Forty-seven (147), Two Hundred & Nine (209),
Two Hundred & Ten (210), Two Hundred & Eleven (211),
Two Hundred & Twelve (212), Two Hundred & Thirteen
(213), Two Hundred & Fourteen (214), Group One (1),
New Westminster District, Plan 27774.

Do not write above this line

For Land Registry Office use on

RIGHT-OF-WAY

SUBSTITUTE FORM C - PARTICULARS

ITEM 18
MANAGER'S REPORT NO. 52
COUNCIL MEETING 1978 07 17

Declared Value \$ _____

Name _____

206

The Corporation of the District of Burnaby
Legal Department
4949 Canada Way
Burnaby, B.C. V5G 1M2
294-7383

(Signature as: Solicitor/Agent)

THIS INDENTURE made and entered into this
day of _____, 19 ____

BETWEEN:

(hereinafter called the "Grantor")

OF THE FIRST PART

A N D:

THE CORPORATION OF THE DISTRICT OF BURNABY
(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the owner in fee simple,
subject however, to such encumbrances, liens and interests as
are notified by memorandum underwritten, of ALL AND SINGULAR
that certain parcel or tract of land and premises (hereinafter
called "the said lands") situate, lying and being in the
Municipality of Burnaby, in the Province of British Columbia,
and more particularly known and described as

ITEM	18
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17

NOW THEREFORE THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Grantor, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, now paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged) and the covenants of the Grantee herein contained, hereby grants and conveys unto the Grantee in fee simple the full, free and uninterrupted right, liberty, right-of-way and easement for the Grantee, its servants, employees, agents and all others the licensees of the Grantee, from time to time and at all times first to enter, use, labour, go, return, pass and repass along, over and upon all that portion (hereinafter called "the right-of-way") of the said lands more particularly known and described as follows:

secondly, to dig up and remove the soil thereof, and to lay down, construct, install, operate, maintain, cover with soil, alter, relocate, enlarge, remove, repair, renew, inspect and replace over, through, under and upon the right-of-way water mains, drains, manholes, pipes, culverts, retaining walls, wing walls, with all necessary attachments and fittings (all of which are hereinafter collectively called "the said works") for the purpose of conveying, draining or disposing of water; thirdly, to pass and repass, with or without materials, supplies, vehicles or equipment along, over and upon the said lands for any of the purposes aforesaid, fourthly, generally to do all acts necessary or incidental to the business of the Grantee in connection with the foregoing.

ITEM	18
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17

2. The Grantor covenants and agrees with the Grantee:

208

(a) That the Grantor will not, upon, over or under the right-of-way, without first obtaining the written consent of the Grantee, excavate, drill, install, erect, maintain or permit to be excavated, drilled, installed, erected or maintained any obstruction, pit, well, foundation, pile of material, embankment, fill, pavement, building or other structure or installation, or diminish or add to the ground cover;

(b) That the Grantor will not do or permit to be done any act or thing which will interfere with or injure the said works or any part thereof, or impair the operating efficiency thereof, or will obstruct access by the Grantee's servants, employees, agents, licensees, materials, supplies, vehicles or equipment to the said works or any part thereof, and will not carry out blasting on or adjacent to the right-of-way;

(c) That the Grantor will from time to time and at all times upon every reasonable request and at the cost and charges of the Grantee do and execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the rights, liberties, rights-of-way and easements hereby granted;

(d) That the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, rights-of-way and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for, the Grantor;

ITEM	18
MANAGER'S REPORT NO.	52
COUNCIL MEETING	1978 07 17

(e) That the said works installed by the Grantee over, through, under and upon the right-of-way shall at all times remain the property of the Grantee, any rule at law to the contrary notwithstanding.

3. The Grantee covenants and agrees with the Grantor that the Grantee will do all works and things hereby authorized to be done by the Grantee over, through, under and upon the right-of-way in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the right-of-way or to any improvements thereon.

4. It is mutually understood, agreed and declared by and between the parties hereto:

(a) That notwithstanding anything herein contained there are hereby reserved to the Grantee all its rights and powers of expropriation or other powers reserved to the Grantee or enjoyed by it, by or under any Act of the Legislature of the Province of British Columbia;

(b) That this Indenture shall be construed as running with the land, that no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by these presents and that the Grantor may fully use and enjoy the right-of-way subject only to the rights and restrictions herein provided;

(c) That the expressions Grantee and Grantor herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits;

(d) That wherever the singular or masculine are used in this Indenture they shall be construed as meaning the plural or

feminine or body corporate where the context or the parties hereto so require.

210

5. That this Indenture shall be read and construed subject to and with the benefit of the terms of that certain agreement between the Grantor and the Grantee, a copy of which is attached hereto as Schedule "A", the terms of which shall at all times prevail over the terms of this Indenture.

IN WITNESS WHEREOF the parties hereto have caused this Indenture to be executed as of the day and year first above written.

Signed, Sealed and Delivered by
the Grantor in the presence of:

Name of Witness

Address of Witness

Address of Witness

Occupation

The Corporate Seal of the
Grantor was hereunto affixed
in the presence of:

The Corporate Seal of the
Grantee was hereunto affixed
in the presence of:

S. Act
MAYOR
James Hudson
CLERK

DATED: February 1978

SIMON FRASER UNIVERSITY

AND

THE CORPORATION OF THE
DISTRICT OF BURNABY

A G R E E M E N T

Legal Department,
The Corporation of the
District of Burnaby,
4949 Canada Way,
Burnaby, B. C.
V5G 1M2

ITEM 18
MANAGER'S REPORT NO. 52
COUNCIL MEETING 1978 07 17