

658

DATED this 27th day of February, 1960.

ETHLYN TRAPP

-AND-

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER

A G R E E M E N T

Vault
file 1220

DOUGLAS, SYMES & BRISSENDEN

BARRISTERS AND SOLICITORS

**717 WEST PENDER STREET
VANCOUVER 1, CANADA**

THIS AGREEMENT made this 27th day of February, A.D. 1960.

BETWEEN:

ETHLYN TRAPP, Physician and Surgeon,
of 200 Keith Road, in the Municipality
of West Vancouver, Province of British
Columbia,

(hereinafter called the "Owner")

OF THE FIRST PART,

AND:

THE CORPORATION OF THE DISTRICT OF
WEST VANCOUVER, having its Municipal
Hall at 17th and Esquimalt, in the
Municipality of West Vancouver,
Province of British Columbia,

(hereinafter called the "Corporation")

OF THE SECOND PART.

WHEREAS Ethlyn Trapp is the Owner of the following
described lands situate in the Municipalities of West Vancouver
and North Vancouver, Province of British Columbia:

West Vancouver Block Five (5) in the South Forty (40)
Acres of District Lot 763, Group One (1),
New Westminster District, Plan 5254,
together with benefit of easement for
right of way registered under No. 30305-M;

That portion of Parcel "A" (reference plan
1361) lying South of Keith Road as shown
in plan 5254 in South Forty (40) Acres of
District Lot 763, Group One (1), New
Westminster District.

North Vancouver Parcel "B" (Reference Plan 1372) of Parcel "A", District Lot 764, Group One (1), New Westminster District, subject to right of way as set out in 33837-I;

All that part of Parcel "A" (Reference Plan 360), lying East of Parcel "B" (Reference Plan 1372), District Lot 764, Group One (1), New Westminster District, together with benefit of easement for right of way registered under No. 30305-M.

together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed (hereinafter called "the lands and premises").

AND WHEREAS the said Owner has agreed to grant and convey the lands and premises free of encumbrances save as aforesaid to the Corporation subject to the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in pursuance of the premises and in consideration of the covenants and agreements herein contained the parties hereto covenant and agree as follows:

1. The Owner agrees to forthwith execute a conveyance of the lands and premises to the Corporation free of encumbrances, save as aforesaid, to be kept, developed and maintained by the Corporation in perpetuity for any one or more of park, nursery garden, playground or other purposes of public recreation, save

as otherwise herein provided. It is understood and agreed that the Owner makes this grant and conveyance to perpetuate the memory of her father, the late T. J. Trapp of New Westminster, British Columbia, and the Owner expresses the wish that the lands be known by the name of "KLEE WYCK" (the Ucluelet Indian name for "the laughing one") in memory of her friend Emily Carr.

2. The Corporation agrees that the Owner shall be entitled to full, free, uninterrupted and private use and occupation of the main dwelling and garage with adjoining living quarters, by herself and by others through her during her lifetime including the right to receive revenue therefrom, whether she resides there or not, together with such lands as are shown outlined in red on the plan attached hereto.

3. The Owner shall during her lifetime be entitled to rentals from the gardener's cottage situate on the said lands and the Corporation agrees that the present tenant occupying the gardener's cottage shall be entitled to continue in occupancy at the same rent as is being presently paid to the Owner, and the Owner shall be entitled to receive such rents for her own use and benefit; IT BEING UNDERSTOOD AND AGREED that upon the present tenant vacating such cottage the Corporation shall be entitled to occupancy of same for an employee of the Corporation or other person upon paying to

the Owner a rental not less than that now being paid by the present tenant.

4. The Corporation agrees during the lifetime of the Owner at its expense to well and sufficiently repair and maintain the main dwelling and garage on the said lands in good and substantial repair when, where and so often as need may be and to maintain the grounds according to their present standard; PROVIDED HOWEVER that notwithstanding the foregoing the Corporation shall not be in any way responsible for any maintenance and/or repairs or for damage to the said lands and premises in any way caused by the flooding, overflowing or silting up of the watercourse running through the property and consisting of a series of pools and small waterfalls not caused by or arising out of the negligence of the Corporation, its servants and agents. It is understood and agreed however that the Corporation shall, or will permit and authorize the Owner at her expense in the name of the Corporation to seek and if need be sue for any and all damages, compensation and other remedy against any third party or parties who may by any act or failure to act be responsible for or who may have contributed to such damage to the lands and premises in any way caused by the flooding, overflowing or silting up of the said watercourse.

5. The Owner agrees that the Corporation shall be entitled

subject to the restrictions and limitations stipulated by and contained in this agreement, to the full use and enjoyment of all that portion of the lands outlined in green for park, greenhouse and nursery purposes, including the use of the present greenhouse, during the lifetime of the Owner and thereafter the full use and enjoyment of all the lands and premises, provided that during the lifetime of the Owner none of the lands and premises shall be open to or available to the public.

6. The Corporation hereby accepts the lands and premises on the terms and conditions herein set forth and contained and covenants and agrees at all times after the death of the Owner to develop, keep, maintain and use the said lands for any one or more of park, nursery garden, playground or other purposes of public recreation and for no other purpose whatever and this covenant shall be and is hereby deemed to be a covenant running with the said lands.

7. The Corporation agrees to relieve the Owner from any responsibility in connection with any municipal taxes and water rates in respect of the said lands and premises effective January 1st, 1960.

8. The Owner agrees to transfer to the Corporation any water licence or other rights she may have in respect of the

said watercourse.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and Corporate Seal the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

R.A. Barrett
310 - 717 WEST PENDER ST.
VANCOUVER 1, B. C.
BARRISTER & SOLICITOR

R. Chapman Trapp
by her attorney in fact
R. Joseph Lord

THE CORPORATE SEAL of THE)
CORPORATION was hereunto)
affixed in the presence of:)

S.G. Brewer

Reeve)
R. G. Harris

Clerk)