

CITY OF SURREY

BY-LAW NO. 12149

A by-law to authorize the leasing of certain lands and premises belonging to the City of Surrey.
.....

WHEREAS the lands and premises hereinafter described are the property of the City of Surrey and it is deemed advisable to lease the same to:

GREATER VANCOUVER WATER DISTRICT;

AND WHEREAS the Council may by by-law lease any property owned by the City pursuant to Section 542 of the "Municipal Act", being Chapter 290 R.S.B.C., 1979;

NOW, THEREFORE, the Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. The Council of the City of Surrey is hereby authorized to lease to:

Greater Vancouver Water District, a statutory authority incorporated pursuant to the laws of the Province of British Columbia, having an address at 4330 Kingsway, in the Municipality of Burnaby, Province of British Columbia, V5H 4G8

for a term of Thirty Three (33) Years commencing on the First (1st) day of January, 1993, and ending on the Thirty-First (31st) day of December, 2025; and yielding and paying therefor during the term hereof the sum of One Dollar (\$1.00) payable in advance on the execution of these presents and shall be the only lease payment required for the length of the Thirty-Three (33) years term, with a provision for a renewal for a further similar term at no other cost to the lessee.

ALL AND SINGULAR that certain parcel or tract of lands and premises, situate lying and being in the City of Surrey, in the Province of British Columbia and being more particularly known and described as:

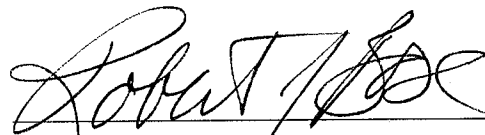
Parcel "A" (Reference Plan 6296), South Half, Section 20, Township 7, Except: Firstly: .81 of an acre; Secondly: Part dedicated road on Plan LMP8585, New Westminster District, shown boldly outlined on Reference Plan annexed to lease as Schedule "A".

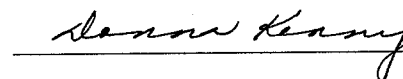
(2499 - 184 Street)

2. The Mayor and Clerk are hereby authorized to execute the said lease on behalf of the City of Surrey, in the form attached hereto and forming Schedule "A" to this By-law.
3. This By-law shall be cited for all purposes as "Greater Vancouver Water District Land Leasing By-law, 1994, No. 12149."

PASSED THREE READINGS on the 17th day of January, A.D., 1994.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 24th day of January, A.D., 1994.

 _____ MAYOR

 _____ CLERK

BLW 2471

LAND TITLE ACT
 FORM C
 (Section 219.81)
 Province of
 British Columbia

(This area for Land

GENERAL INSTRUMENT - Part 1 Title Office use only) PAGE 1 OF 3 PAGES

1. APPLICATION:

SUSAN WILSON
 Agent for City of Surrey
 7452 - 132nd Street, Surrey, B.C.
 V3W 4N7 591-4434

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

013-243-870 Parcel A (Ref Plan 6296) S 1/2 Sec 20 Tp 7 EXCEPT:
 Firstly: .81 of an acre; Secondly: Part dedicated
 road on Plan LMP8585, NWD

3. NATURE OF INTEREST*

Description	Document Reference (page and paragraph)	Person Entitled To Interest
LEASE	ENTIRE INSTRUMENT	TRANSFEEE
RIGHT OF RENEWAL	PAGE 3 ARTICLE II	

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

- (a) Filed Standard Charge Terms D.F. No.
 - (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):

CITY OF SURREY, a Municipal Corporation having its offices at 14245 - 56th Avenue, Surrey, B.C., V3X 3A2

6. TRANSFEREE(S):*including occupation(s), postal address(es) and postal codes

GREATER VANCOUVER WATER DISTRICT, 4330 Kingsway, Burnaby, B.C., V5H 4G8

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 Transferors 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.

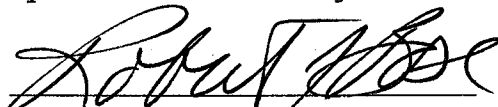
OFFICER SIGNATURES

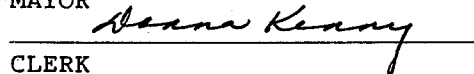
EXECUTION DATE

PARTY(IES) SIGNATURE(S)
 SIGNATORIES:

CITY OF SURREY
 by its authorized signatories:

Y	M	D
94	2	9


 MAYOR


 CLERK

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. 1979, c. 116, 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 sufficient, 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 D

EXECUTIONS CONTINUED

OFFICER SIGNATURE(S)

EXECUTION DATE

TRANSFEREE(S) SIGNATURE(S)

Y	M	D
93	12	06

Richard Toews

RICHARD TOEWS
 A Commissioner for taking Affidavits
 for British Columbia
 4330 Kingsway
 Burnaby, B.C. V5H 4G8

GREATER VANCOUVER WATER DISTRICT
by its authorized signatories

B. E. Marr
B. E. Marr

Nancy Grant
Nancy Grant

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. 1979, c. 116, 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.

PROPERTIES
DIVISION
APPROVED

APPROVED
ENGINEERING DEPT.
G. V. W. D.

RT

PART 2 - TERMS OF INSTRUMENT

THIS LEASE made in triplicate on the _____ day of _____ in the year of Our Lord One Thousand Nine Hundred and Ninety-Three, 1993.

In pursuance of the "Short Form of Leases Act"

BETWEEN: CITY OF SURREY, a Municipal Corporation having its offices at 14245 - 56 Avenue, in the City of Surrey, Province of British Columbia.

(hereinafter called the "Lessor")

AND:

GREATER VANCOUVER WATER DISTRICT, a statutory authority incorporated pursuant to the laws of the Province of British Columbia, and having an office at 4330 Kingsway, in the Municipality of Burnaby, Province of British Columbia, V5H 4G8.

(hereinafter called the "Lessee")

WITNESSETH that in consideration of the rents reserved and the covenants and agreement set forth below, the parties agree as follows:

ARTICLE I

Grant of Lease

The Lessor demises and leases to the Lessee that certain parcel of land and premises situate in the City of Surrey, in the Province of British Columbia, described as:

That portion of:

Parcel Identifier: 013-243-870

Parcel "A" (Reference Plan 6296) South Half, Section 20, Township 7, ~~Except: .81 of an acre;~~ New Westminster District shown boldly outlined on Reference Plan _____ annexed hereto as Schedule "A".

FIRSTLY:



SECONDLY: Part dedicated road on Plan LMP8585; (hereinafter referred to as "the land".)

ARTICLE II

Term

This lease shall be for a 33 year term commencing on January 1, 1993 with an option to renew further for a similar term and at no other cost to the lessee.

Rent

(a) The sum of One Dollar (\$1.00) shall be payable in advance on the execution of these presents and shall be the only lease payment required for the length of the 33 year term.

RT

ARTICLE III

Covenants of the Lessee

The Lessee covenants with the Lessor

(a) To pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;

(b) To keep the land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to make safe, clean and sanitary any portion of the land or any improvements that in the opinion of the Lessor contravenes the provisions of the covenant;

(c) Not to commit or suffer any willful or voluntary waste, spoil or destruction on the land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of the adjoining land, and for the purpose of this covenant, the permitted use of the land in compliance with this lease shall be deemed not to constitute a nuisance or annoyance;

(d) Not to use the land for any purpose other than for the purpose of waterworks including but without limiting the generality of the foregoing, pipelines, pump station and appurtenances thereto and the Lessee further covenants that it shall observe and abide by all by-laws of the Lessor which may be applicable to the said demised premises;

(e) Not to keep, store or leave upon the land during the term any refuse or rubbish of any kind;

(f) To indemnify and save the Lessor harmless against all claims, demands, losses, damages, costs, liabilities, actions, suits or other proceedings by whomsoever brought, including fees of solicitors and other professional advisors arising out of

(i) any breach, violation or non-performance of any covenant, condition or agreement in the lease by the Lessee.

(ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's occupation of the land, occasioned by, attributable to, or contributed by the negligence of the Lessee, its officers, employees, agents, contractors, sub-contractors, its invitees and licensees, or any of them or otherwise.

(g) Not to deposit on the Land or any part of it, any earth, fill or other materials for the purpose of filling in or raising the level of the land without the written consent of the Lessor, and then only in accordance with the terms and conditions specified in the consent by the Lessor.

ARTICLE IV

Covenants of the Lessor

(a) The Works shall be at the risk of the Lessee and the Lessee hereby releases and discharges the Lessor, its officers, servants, agents, contractors and sub-contractors from all manner of actions, causes of action, suits, damages, loss, costs, claims and demands on account of damage to or destruction of the Works, with the exception of any damage or destruction caused by the negligence of the Lessor or its officers, servant, agents, contractors or sub-contractors.

(b) The Lessor upon written request to the Lessee, may require demolition of the Works should the Lessee discontinue the operation of the Works. Within five (5) years from the giving of such notice, the Lessee at its own expense shall demolish the Works, fill in the areas theretofore occupied by the Works and leave same in a safe, neat and tidy condition. Upon completion of the demolition and the filling in, this Agreement shall terminate. If the Lessor is of the opinion that the Lessee cannot or will not cause completion of this work within five (5) years from the giving of notice to demolish the Works, the Lessor may cause to be carried out at the Lessee's expense the work required of the Lessee by this paragraph.

(c) In the event the Lessor requires the land for other city purposes, upon one year written notice to the Lessee, the Lessor will relocate the Lessee to a mutually agreeable site and all costs associated with the relocation will be borne by the Lessor.

ARTICLE V

Miscellaneous

No term, condition, covenant or other provision herein shall be considered to have been waived by the Lessor unless such waiver is expressed in writing by the Lessor. The waiver by the Lessor of any breach by the Lessee of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the Lessor to any act by the Lessee requiring the consent or approval of the Lessor shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the Lessee.

No remedy conferred upon or reserved to the Lessor is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

Upon 30 days written notice to the Lessee the Lessor hereby reserves the right to grant other dispositions of the Land by way of statutory right-of-way for any purpose necessary for the operation and maintenance of the Lessors undertaking and the Lessee agrees that a grant made under this paragraph shall not constitute a breach of the Lessor's covenant for quiet enjoyment, and the Lessee hereby consents to any such grant and will forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease to any such grant.

RT

ARTICLE VI

Interpretation

In this lease, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

The captions and headings contained in this lease are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions hereof.

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

OFFICER SIGNATURE(S)

EXECUTION DATE

PARTY SIGNATURE(S)

Y	M	D
93	12	06
94	2	8

Richard Toews

RICHARD TOEWS
A Commissioner for taking Affidavits
for British Columbia

4330 Kingsway
Burnaby B.C. V5H 4G8

PROPERTY
DIVISION
APPROVED

APPROVED
ENGINEERING DEPT.
G. V. W. D.

GREATER VANCOUVER WATER
DISTRICT by its
authorized signatory

B. E. Marr
Nancy Grant
Nancy Grant

CITY OF SURREY by its
authorized signatory

Robert Bose
MAYOR - Robert Bose

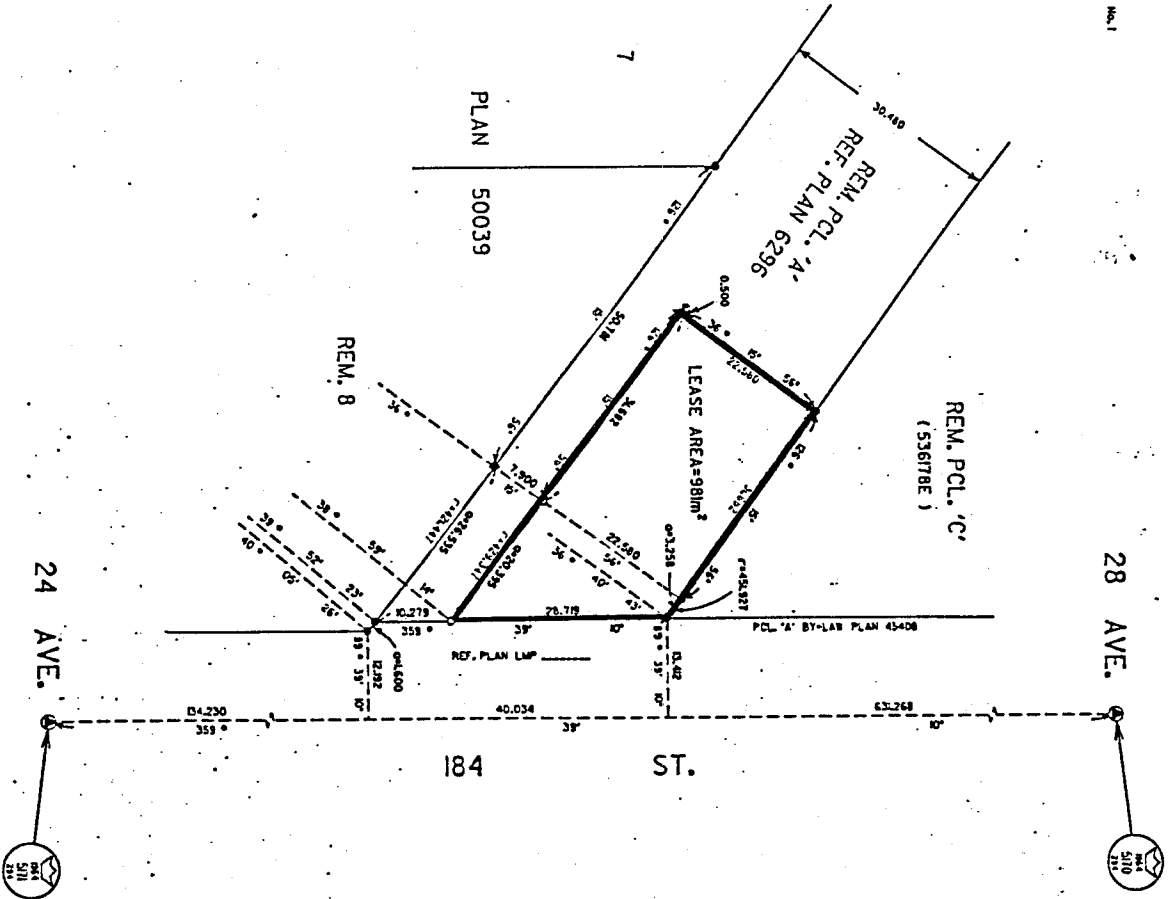
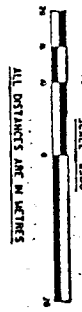
Donna Kenny
CLERK - Donna Kenny

REFERENCE PLAN TO ACCOMPANY LEASE OF A PORTION OF PARCEL 'A' (REFERENCE PLAN 6296)
SOUTH HALF SECTION 20 TOWNSHIP 7 N.W.D. FOR LEASEHOLD PURPOSES;
LEASE AND APPROVAL OF THE APPROVING OFFICER TO EXPIRE DECEMBER 30, 2026
B.C.G.S. 926.007

PURSUANT TO SECTION 99(1)(K), LAND TITLE ACT

LEGEND

- ⊕ DENOTES CONTROL MONUMENT FOUND
 - ⊙ DENOTES STAKE/ODD HIGH POST FOUND
 - DENOTES STAKE/ODD LOW POST SET
 - ⊖ DENOTES ALUMINUM POST FOUND
- ORD BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN CONTROL MONUMENTS AND A S.M., SITUATED SURVEY AREA No. 1
THIS PLAN SHOWS GROUND-LEVEL MEASURED DISTANCES.
FROM TO COMPUTATION OF U.T.M. COORDINATES MULTIPLY BY CORRECTION FACTOR 0.99999706



PLAN LMP

DEPOSITED IN THE LAND TITLE OFFICE
AT NEW WESTMINSTER, B. C.
THIS ... DAY OF ... 1992.

REGISTRAR

APPROVED UNDER THE LAND TITLE ACT THIS 24 DAY OF February, 1992.

APPROVING OFFICER, FOR THE CORPORATION OF THE DISTRICT OF SURREY.

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

ALAN J. ZACHARAS, A BRITISH COLUMBIA LAND SURVEYOR OF REPUTATION IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN, AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED ON THE 2ND DAY OF DECEMBER 1992.

Alan J. Zacharas

B. C. L. S.