

CITY OF SURREY

VAULT

BY-LAW NO. 12584

A by-law to authorize the acquisition of lands, to authorize the lease for life of a .307 hectare portion of those lands and to execute promissory notes or other financial instruments in relation thereto.

.....

WHEREAS FRANCISCA MARIA DARTS, (hereinafter called "Darts") is the owner of lands and premises situate at 1660 - 168th Street, Surrey, British Columbia, legally described as:

Parcel Identifier: 006-369-103

Lot 26, Section 18, Township 7,
New Westminster District, Plan 49649.

(hereinafter called the "lands")

AND WHEREAS Darts wishes to convey the lands to the City of Surrey (hereinafter called the "City") by way of a gift and subject to the lands being named Darts Hill Garden Park, and being used perpetually as a public park and horticultural centre for the preservation, enhancement and distribution of horticultural specimens and for the enhancement of the quality and variety of plants for horticultural use in the City.

AND WHEREAS the transfer of the lands will be subject to a Lease for Life to Darts of a .307 hectare portion of the lands where Darts' residence is located.

AND WHEREAS Darts has received professional advice that the best way to structure the transfer of the lands to the

City and gain the best possible income tax treatment for such transfer is to have the City issue a series of promissory notes as consideration for the transfer of the lands to the City which promissory notes will be forgiven by Darts as they become due.

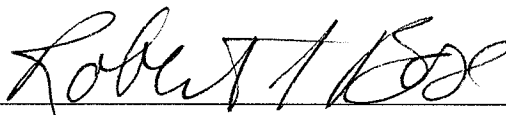
The Council of the City of Surrey, in open meeting assembled, enacts as follows:

1. The City of Surrey is hereby authorized to enter into an agreement or agreements binding on the City in order to receive the lands from Darts and without limiting the generality of the foregoing may execute promissory notes or other financial instruments under the following terms and conditions:
 - (a) The principal amount outstanding on the promissory notes or other financial instruments issued payable to Darts with respect to the lands herein shall be no greater than TWO HUNDRED FIFTY-FOUR THOUSAND (\$254,000.00) DOLLARS but may be for a lesser amount and may vary from time to time;
 - (b) No interest shall be payable;
 - (c) The term of the promissory notes or any other financial instruments issued shall not be greater than ten (10) years, but may be for a lesser time and may vary from time to time;
 - (d) Refinancing of the outstanding promissory notes or financial instruments with different financial instruments may be done from time to time within the ten (10) year term.

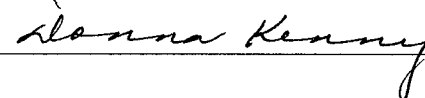
2. The City is hereby authorized to enter into a trust agreement, promissory note and side agreement attached hereto as Schedules "A", "B" and "C" respectively.
3. The City is hereby authorized to lease to Darts a .307 hectare portion of the lands containing the residence lived in by Darts for the duration of the Darts' life with no rent payable thereon in the form of a Lease for Life attached hereto as Schedule "D".
4. The Mayor and Clerk are hereby authorized to execute, on behalf of the City, any promissory note, agreement or lease, or any other documents collateral thereto, with respect to any or all of the lands herein in order to give effect to this bylaw.
5. Upon conveyance of the lands described herein to the City, the same shall be set aside and used for the purposes specified by Darts, namely, a public horticultural park.
6. This By-law shall be sited for all purposes as "Darts Hill Garden Park Acquisition By-law, 1995, No. 12584".

PASSED THREE READINGS on the 13th day of March, 1995.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the corporate seal on the 20th day of March, 1995.



MAYOR



CLERK

CLKBLW 2981

95 JAN 24 12 19

BJ 57322

LAND TITLE OFFICE
NEW WESTMINSTER
BRITISH COLUMBIA

LAND TITLE ACT
FORM A
(Section 181(1))

Province of
British Columbia

FREEHOLD TRANSFER

(This area for Land Title Office use)

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

Ronda Urquhart, Authorized Agent of
J. LORNE GINTHER, Barrister & Solicitor,
Suite 101 - 15261 Russell Avenue, White Rock,
B.C., V4B 2P7 Tel: (604) 531-9121

Ronda Urquhart

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

(Pid) (Legal Description)

006-369-103 City of Surrey
Lot 26 Section 18 Township 7
NWD Plan 49649

(b) MARKET VALUE: \$808,000.00

3. CONSIDERATION: \$1.00 and other good and valuable consideration

4. TRANSFEROR(S):*

FRANCISCA MARIA DARTS

5. FREEHOLD ESTATE TRANSFERRED:*

Fee Simple

6. TRANSFEREE(S): (Including occupation(s), postal address(es) and postal code(s))*

CITY OF SURREY "IN TRUST", a municipal corporation, having its offices at: 14245 - 56th Avenue,
Surrey, B.C., V3W 1J2. (See document attached).

7. EXECUTION(S):** The transferor(s) accept(s) the above consideration and understand(s) that this instrument operates to transfer the freehold estate in the land described above to the transferee(s).

Officer Signature(s)

J. LORNE GINTHER
Barrister & Solicitor
#101 - 15261 Russell Avenue
White Rock, B.C. V4B 2P7

Execution Date

Y	M	D
95	01	23

Transferor(s) Signature(s)

FRANCISCA MARIA DARTS

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.

THIS TRUST AGREEMENT made as of this 1st day of December, 1994.

BETWEEN:

CITY OF SURREY, a municipal Corporation having its offices at 14245 - 56th Avenue, in the City of Surrey, in the Province of British Columbia, V3X 3A2.

(hereinafter called **SURREY**)

OF THE FIRST PART

AND:

FRANCISCA MARIA DARTS, residing at 1660 - 168th Street, in the City of Surrey, in the Province of British Columbia, V4B 5E7.

(hereinafter called **MRS. DARTS**)

OF THE SECOND PART

WHEREAS MRS. DARTS intends to convey to **SURREY** "in trust" that certain parcel of land and premises situate in the City of Surrey, in the Province of British Columbia, described as:

PID NO.: 006-369-103
Lot 26 Section 18 Township 7
New Westminster District Plan 49649

(hereinafter referred to as **DARTS HILL GARDEN PARK**)

WHEREAS SURREY wishes to grant to **MRS. DARTS** a Lease for Life of a certain portion of the lands outlined in Bold in Schedule "A" and subject to the conditions hereinafter setforth.

AND WHEREAS as a condition of the said transfer "in trust" there are certain trust conditions as hereinafter set out.

- 2 -

AND WHEREAS SURREY in accepting the said gift by **MRS. DARTS** has agreed to be bound by the conditions and to undertake and carry out the obligations hereinafter set forth.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and provisos herein contained, the parties hereto covenant and agree each with the other as follows:

1. **SURREY** is the Trustee of **DARTS HILL GARDEN PARK** to hold "in trust" for the beneficiaries of the trust who shall be deemed to be those persons entitled to vote in the City of Surrey municipal elections.
2. **SURREY** agrees that any elector of **SURREY** shall be entitled to commence a class or representative action to enforce the trust provisions set out in this agreement.
3. **SURREY** shall maintain, preserve and enhance **DARTS HILL GARDEN PARK** as a garden of unique quality with a diverse collection of plants and shall be dedicated by **SURREY** for 999 years as a public park known as **DARTS HILL GARDEN PARK** and shall be held and used for 999 years as a passive park open to the public and a horticultural centre for the preservation, enhancement and development of horticultural specimens, and to enhance generally the quality and variety of plants for horticultural use.
4. **SURREY** shall not cause or suffer any changes in **DARTS HILL GARDEN PARK** during the life time of **MRS. DARTS**, without the consent of **MRS. DARTS**.

5. **SURREY** shall use all reasonable efforts to enable those who are interested in the preservation of plants, including any horticultural societies, access to **DARTS HILL GARDEN PARK** for educational purposes, and to provide horticultural and educational services on **DARTS HILL GARDEN PARK**.

6. **SURREY** shall not permit in **DARTS HILL GARDEN PARK** any sports facilities or sports, nor shall **SURREY** allow any bicycle, tricycles or motorcycles, or any other wheeled recreational or transportational devices except for the purposes of parking in a designated paved parking lot. Wheelchairs and other equipment necessary for transporting disabled persons are specifically exempted from this condition.

7. This Trust Agreement shall be binding on **SURREY** notwithstanding that the Lease for Life to **MRS. DARTS** is no longer registered as a charge against **DARTS HILL GARDEN PARK**.

8. **SURREY** shall prepare and install at its expense, a plaque commemorating the work of Edwin and Francisca Darts, the form of which shall be installed no later June 30, 1995, at a place to be designated by **MRS. DARTS**.

9. **SURREY** acknowledges and agrees that **MRS. DARTS** shall have exclusive possession of those parts of **DARTS HILL GARDEN PARK** shown as residence in Schedule "A".

10. Upon the expiry of the life estate to **MRS. DARTS** the remainder of **DARTS HILL GARDEN PARK** shown as residence in Schedule "A", shall itself become part of **DARTS HILL GARDEN PARK** and shall be utilized by **SURREY** for the same purposes as set out in this Trust Agreement.

11. While she is residing at **DARTS HILL GARDEN PARK**, **MRS. DARTS** shall pay any and all ongoing utility charges which relate specifically to the residence set out in Schedule "A". **SURREY** shall pay all utilities attributable to the maintenance of **DARTS HILL GARDEN PARK**.

12. **MRS. DARTS** shall use the residence set out in Schedule "A" as a single family residence only. It is specifically agreed that **MRS. DARTS** shall be entitled to allow a person or persons to live with her in the residence provided it remains a single family residential dwelling.

13. **MRS. DARTS** shall maintain the residence, reasonable wear and tear always excepted and shall insure the contents of the residence.

14. **SURREY** shall insure the residence for public liability and fire. **SURREY** agrees that in the event of any fire **MRS. DARTS** shall be entitled to re-build the residence notwithstanding more than seventy-five (75%) percent of the building has been destroyed.

15. **SURREY** shall not be responsible for any injury to person or property which results from the negligence of **MRS. DARTS** or her agents on the property designated as residence in Schedule "A", unless the injury or loss is to a person visiting the **DARTS HILL GARDEN PARK** wherein reasonable measures have not been taken by **SURREY** to prevent visitors from entering onto the residential property in Schedule "A" in which case **SURREY** shall be responsible for the loss or damage.

16. **SURREY** shall allow **MRS. DARTS** to continue to perform such work within **DARTS HILL GARDEN PARK** that directly relates to the care, maintenance and enhancement of **DARTS HILL GARDEN PARK**.

17. **SURREY** and **MRS. DARTS** shall annually agree on a work plan for the maintenance, improvement and enhancement of **DARTS HILL GARDEN PARK**.

18. In the event that employees or agents of **SURREY** appear to be performing work on **DARTS HILL GARDEN PARK** contrary to the work plan and in the event that in the opinion of **MRS. DARTS** that damage may be caused by the work, **MRS. DARTS** shall be entitled to prohibit further work until such time as the designated person referred to in the paragraph next following, has been contacted and agreement reached as to whether the proposed work is in conformity with the work plan.

19. **SURREY** through its City Manager, shall provide the name of an employee of **SURREY** who shall be available to **MRS. DARTS** by telephone at all reasonable times to respond to concerns that **MRS. DARTS** may have with respect to conduct of the duties and obligations of **SURREY** with respect to this agreement. The person so designated shall respond on a first priority basis to the enquiries of **MRS. DARTS**. In the event that the designate of **SURREY** is on vacation or otherwise unavailable, a second designated employee shall be appointed to respond to the inquiries of **MRS. DARTS**. The said designated employee shall have the power to ensure that in the event that **MRS. DARTS** asserts that work is being done by **SURREY** contrary to this agreement that the work shall immediately stop until such time as **MRS. DARTS** and **SURREY** have reached an agreement respecting the work.

20. **SURREY** shall be required to ensure that all of **DARTS HILL GARDEN PARK** is safe including any access to the residential property set out in Schedule "A" and shall provide appropriate restrictions on entry and signs, which ensure the privacy and safety of **MRS. DARTS** including, if necessary, any lighting or barriers that the circumstances may require.

21. SURREY shall at the request of MRS. DARTS provide the funding and technical assistance that she may require to provide a video tape for public use, wherein MRS. DARTS shall be featured explaining the origin, history and horticultural features of DARTS HILL GARDEN PARK.

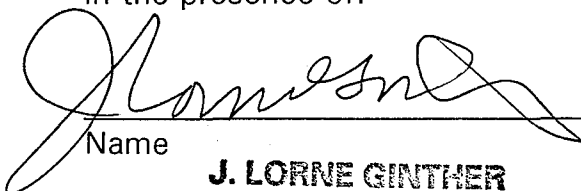
22. SURREY shall pay to MRS. DARTS all her legal and chartered accountants professional fees and disbursements, registration fees, and any and all costs and disbursements with respect to the gift of DARTS HILL GARDEN PARK to SURREY "in trust" and in connection with her preparation of her Last Will and Testament.

23. Any notice required or permitted to be given shall be in writing and shall be deemed duly delivered by hand to MRS. DARTS or to her solicitor as designated by her, or in the case of SURREY by prepaid registered mail to the person designated by the City Manager in paragraph 19 to 14245 - 56th Avenue, in the City of Surrey, in the Province of British Columbia, V3X 3A2.

24. In this Agreement unless the context otherwise require the singular includes the plural and the masculine includes the feminine gender and a corporation.

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

SIGNED, SEALED AND DELIVERED)
by FRANCISCA DARTS)
in the presence of:)


Name)
J. LORNE GINTHER)
Barrister & Solicitor)

Address)
#101 - 15261 Russell Avenue)
White Rock, B.C. V4B 2P7)

Occupation)


FRANCISCA DARTS)

SIGNED, SEALED AND DELIVERED)
by THE CITY OF SURREY)
in the presence of:)

Margaret Jones)
Name)

City of Surrey)
Address)

Deputy Clerk)
Occupation)

M. R. JONES
A Commissioner for taking Affidavits
for British Columbia

Robert Bose

ROBERT BOSE, MAYOR OF
THE CITY OF SURREY

Donna Kenny

DONNA B. KENNY, Clerk

REFERENCE PLAN TO ACCOMPANY LEASE OF A PORTION OF LOT 26 SECTION 18 TOWNSHIP 7
NEW WESTMINSTER DISTRICT PLAN 49649 FOR LEASEHOLD PURPOSES (LIFE ESTATE);
LEASE AND APPROVAL OF THE APPROVING OFFICER TO EXPIRE
UPON THE DEATH OF THE LESSEE.

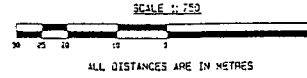
B.C.G.S. 926.007

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

LEGEND

- ▲ DENOTES CONTROL MONUMENT FOUND
- DENOTES STANDARD IRON POST FOUND
- DENOTES STANDARD IRON POST SET

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN CONTROL MONUMENTS 5751 AND 5103 (N4083). INTEGRATED SURVEY AREA NUMBER 1
 THIS PLAN SHOWS GROUND-LEVEL MEASURED DISTANCES.
 PRIOR TO COMPUTATION OF U.T.M. CO-ORDINATES
 MULTIPLY BY COMBINED FACTOR 0.9996011.



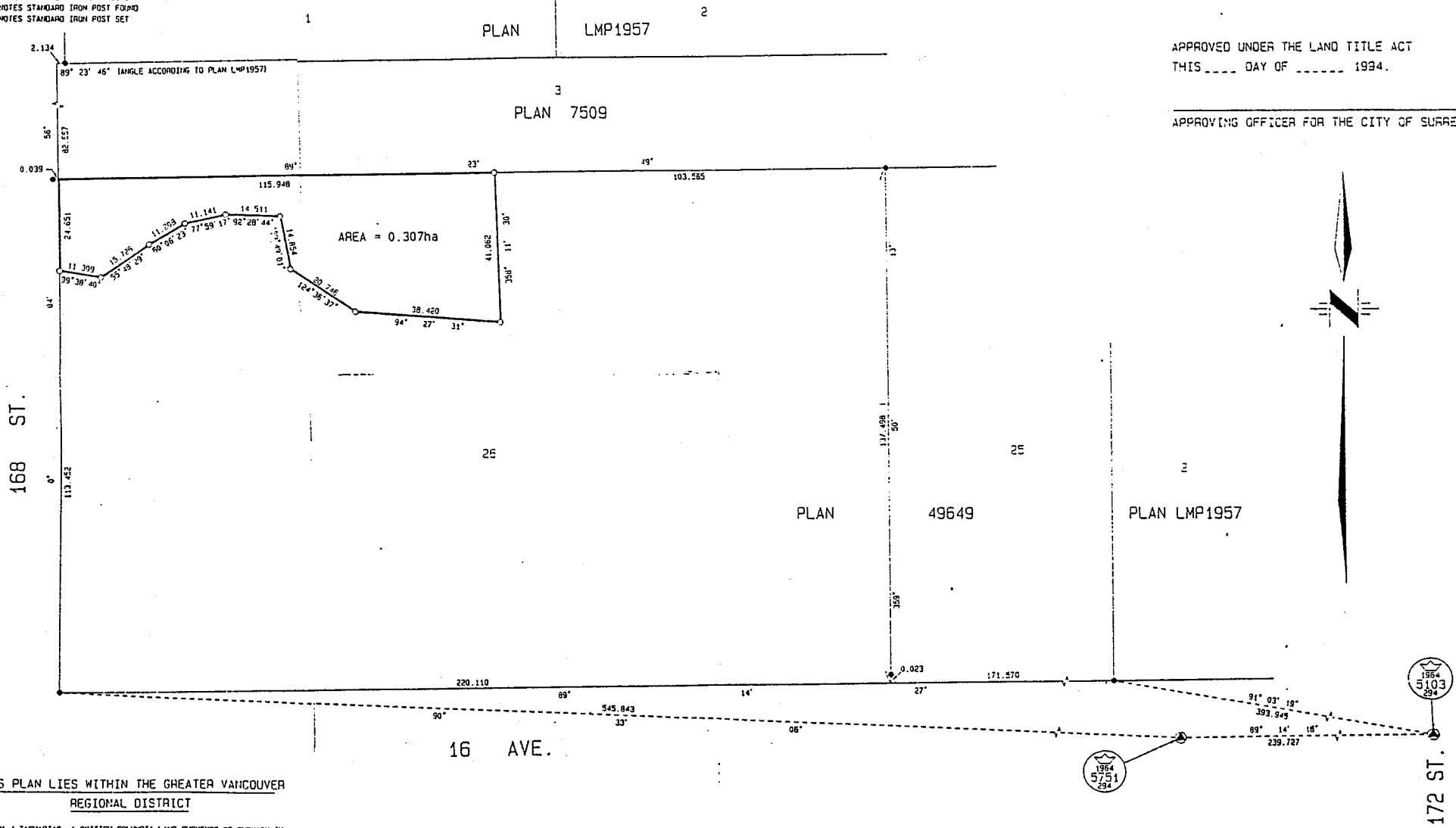
PLAN LMP 21929

DEPOSITED IN THE LAND TITLE OFFICE
 AT NEW WESTMINSTER, B. C.
 THIS ____ DAY OF _____ 1994.

REGISTRAR

APPROVED UNDER THE LAND TITLE ACT
 THIS ____ DAY OF _____ 1994.

APPROVING OFFICER FOR THE CITY OF SURREY



END OF DOCUMENT

6066

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

I, ALAN J. ZACHARIAS, A BRITISH COLUMBIA LAND SURVEYOR OF BURNABY 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 14TH DAY OF OCTOBER, 1994.

B.C.L.S.

PROMISSORY NOTE

March 7, 1995

Surrey, British Columbia

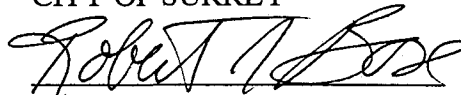
FOR VALUE RECEIVED the CITY OF SURREY promises to pay the sum of
TWO HUNDRED FIFTY-FOUR THOUSAND DOLLARS (\$254,000.00) WITHOUT
INTEREST to FRANCISCA MARIA DARTS of 1660 - 168th Street,
Surrey, British Columbia, **payable on December 1, 2004.**

WITNESS:


as to both signatures

M. R. JONES
A Commissioner for taking Affidavits
for British Columbia

CITY OF SURREY



ROBERT J. BOSE
Mayor



DONNA B. KENNY
Clerk

THIS AGREEMENT made as of the 1st day of December, 1994.

BETWEEN:

CITY OF SURREY, a municipal Corporation having its offices at 14245 - 56th Avenue, in the City of Surrey, in the Province of British Columbia, V3X 3A2.

(hereinafter called **SURREY**)

OF THE FIRST PART

AND:

FRANCISCA MARIA DARTS, residing at 1660 - 168th Street, in the City of Surrey, in the Province of British Columbia, V4B 5E7.

(hereinafter called **MRS. DARTS**)

OF THE SECOND PART

WHEREAS it is **MRS. DARTS** intention that the City of Surrey and its citizens shall be entitled to the enjoyment of the horticultural gardens known as **DARTS HILL GARDEN PARK** for a period of 999 years as set out in the Trust Agreement of even date.

WHEREAS the parties hereto deem it desirable to set out certain parts of the agreement between **SURREY** and **MRS. DARTS** which are not contained in the Trust Agreement.

NOW THEREFORE in consideration of good and valuable consideration (the receipt and sufficiency of which is acknowledgeable by **SURREY**) the parties agree as follows:

1. **MRS. DARTS** will sell that portion shown boldly outlined on Explanatory Plan Number: 21929 and being a portion of:

City of Surrey
PID 006-369-103
Lot 26 Section 18 Township 7
New Westminster District Plan 49649

to **SURREY** for \$254,000.00, being the market value less an estimated value of a Lease for Life of even date.

2. In consideration of the transfer of the said property to **SURREY**, **SURREY** shall deliver to Mrs. Darts a non-interest bearing Promissory Note in the amount of \$254,000.00 payable on December 1, 2004.

3. Concurrently with the sale set out in paragraph one herein, **MRS. DARTS** will transfer the remaining part of:

PID 006-369-103
Lot 26 Section 18 Township 7
New Westminster District Plan 49649

to **SURREY**.

4. Upon the transfer to **SURREY**, **SURREY** shall provide a charitable donation receipt to **MRS. DARTS** in the amount of \$470,000.00.

5. On December 1, 2000, **MRS. DARTS** shall make an inter-vivos gift to **SURREY** by forgiving \$100,000.00 of the \$254,000.00 non-interest bearing Promissory Note issued under clause 2. **SURREY** shall then issue and deliver to **MRS. DARTS** a replacement non-interest bearing Promissory Note dated December 1, 2000 in the amount of \$154,000.00 payable on December 1, 2010. Concurrently with the forgiveness of the \$100,000.00 and the issuance and delivery of the replacement non-interest bearing Promissory Note for \$154,000.00, **SURREY** shall issue to **MRS. DARTS** a charitable donation receipt in the amount of \$100,000.00.

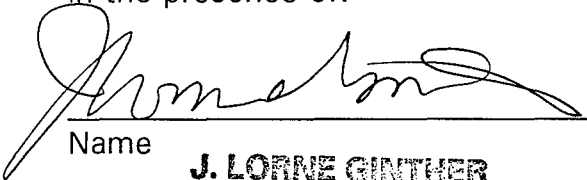
6. On December 1, 2006 **MRS. DARTS** shall make an inter-vivos gift to **SURREY** by forgiving \$100,000.00 of the \$154,000.00 non-interest bearing Promissory

Note issued under clause 5. **SURREY** shall then issue and deliver to **MRS. DARTS** a replacement non-interest bearing Promissory Note dated December 1, 2006 in the amount of \$54,000.00 payable on December 1, 2016. Concurrently with the forgiveness of the \$100,000.00 and the issuance and delivery of the replacement non-interest bearing Promissory Note for \$54,000.00, **SURREY** shall issue to **MRS. DARTS** a charitable donation receipt in the amount of \$100,000.00.

7. On December 1, 2012 **MRS. DARTS** will make an inter-vivos gift of \$54,000.00 to **SURREY** by forgiving the final \$54,000.00 non-interest bearing Promissory Note. Concurrently with the forgiveness of the \$54,000.00 **SURREY** shall issue to **MRS. DARTS** a charitable donations receipt for the amount of \$54,000.00.
8. **MRS. DARTS** shall provide in her Last Will and Testament that any of the issued non-interest bearing Promissory Notes payable to her by **SURREY** shall be forgiven and the Promissory Notes themselves shall be bequeathed to **SURREY**. Any Promissory Notes due to be issued under this Agreement on a date after **MRS. DARTS** death shall be forgiven by her estate and need not be issued.
9. Time shall be strictly of the essence herein.
10. This Agreement shall be binding upon the executors, administrators, successors and assigns of the parties hereto.

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

SIGNED, SEALED AND DELIVERED)
by FRANCISCA DARTS)
in the presence of:)


Name)

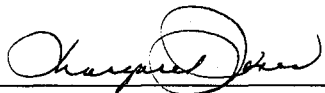
J. LORNE GINTHER
Barrister & Solicitor)

#101 - 1526T Russell Avenue)
Address)
White Rock, B.C. V4B 2P7)

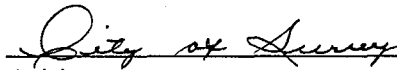
Occupation)

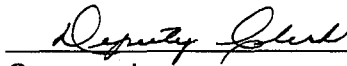

FRANCISCA DARTS

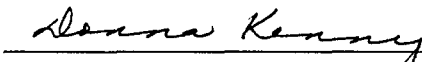
SIGNED, SEALED AND DELIVERED)
by THE CITY OF SURREY)
in the presence of:)


Name)


ROBERT BOSE, MAYOR OF
THE CITY OF SURREY


Address)


Occupation)


DONNA B. KENNY, Clerk

M. R. JONES
A Commissioner for taking Affidavits
for British Columbia

95 FEB 24 12 19

BJ057323

Land Title Act
Form C
(Section 219.81)

LAND TITLE OFFICE
NEW WESTMINSTER
VANCOUVER

Province of British Columbia

GENERAL INSTRUMENT PART 1

(This Area for Land Title Office Use)

Page 1 of // pages

1. Application: (Name, address, phone nbr. and signature of applicant)

ELEANOR ENDS Agent for City of Surrey
14245-56th Avenue
Surrey, B.C. V3X 3A2 591-4237



2. Parcel Identifier and Legal Description of Land:

(PID)
006-369-103

(Legal Description)
Lot 26 Section 18 Township 7
New Westminster District Plan 49649

3. Nature of Interest:
Description

Document Reference
(page & Paragraph)

Person Entitled to Interest

Life Estate Agreement
as to part shown on
Plan LMP 21929

Pages 3 - 10

Transferee

4. Terms: Part two 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 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, British Columbia V3X 3A2

6. Transferee(s): (including occupation(s), postal address(es) and postal code(s))

FRANCISCA MARIA DARTS, Homemaker, of 1660 - 168th Street, in the City of Surrey,
in the Province of British Columbia V4B 5E7

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 Signature(s)	Execution Date	Transferor/Borrowers/Party Signature
----------------------	----------------	--------------------------------------

Y / M / D

CITY OF SURREY

by its authorized signatories:

Marion Chow

95 | 2 | 23 |

Robert Bose

MAYOR - Robert Bose

MARION CHOW
14245 - 56 Avenue,
Surrey, B.C. V3X 3A2
A Commissioner for Oaths
within British Columbia

Donna Kenny
CITY CLERK - Donna Kenny

(as to both signatures).

95 | 2 | 22 |

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

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

File: 8380-140

TERMS OF INSTRUMENT - PART 2

LEASE FOR LIFE

THIS AGREEMENT made as of the 1st day of December, 1994.

BETWEEN:

CITY OF SURREY, a municipal corporation having its offices at 14245 - 56th Avenue, in the City of Surrey, in the Province of British Columbia, V3X 3A2;

(hereinafter referred to as "**SURREY**")

OF THE FIRST PART

AND:

FRANCISCA MARIA DARTS, residing at 1660 - 168th Street, in the City of Surrey, in the Province of British Columbia, V4B 5E7;

(hereinafter referred to as "**MRS. DARTS**")

OF THE SECOND PART

WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by **MRS. DARTS** to **SURREY** (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree as follows:

1. GRANT

SURREY grants to **MRS. DARTS** a life interest for the life of **MRS. DARTS** in and to that certain parcel of land and premises situate in the City of Surrey, in the Province of British Columbia, described as:

That portion of:

City of Surrey
PID 006-369-103
Lot 26 Section 18 Township 7
New Westminster District Plan 49649

shown boldly outlined on Explanatory Plan 21929

together with all buildings, structures and improvements located thereon (hereinafter called the "lands") as to a life interest only, subject to the terms and conditions contained in this Agreement.

2. MRS. DARTS COVENANTS

MRS. DARTS covenants with **SURREY** as follows:

2.01 UTILITIES

To pay all charges for utilities, including electricity, gas, light, heat, telephone and cablevision, including city utilities such as water, garbage collection and sewer.

2.02 USE OF LANDS

To use the lands only as a single family residence.

2.03 WASTE

Not to commit or suffer any wilful or voluntary waste, spoil or destruction on the lands.

2.04 COMPLY WITH AGREEMENT

To observe and perform all covenants and agreements in this Agreement on the part of **MRS. DARTS** to be observed and performed.

2.05 MAINTENANCE AND REPAIR

To perform day to day maintenance including any alterations or changes, damage to exterior glass and doors and building equipment and to keep the same in good repair and condition, but structural repairs, replacements to building equipment,

maintenance and repair properly chargeable to capital account, damage by fire lightning, earthquake, tempest, flood, tsunami, impact of aircraft, acts of God or the Queen's enemies, riots, insurrection, vandalism, structural defects, latent defects or explosions (unless such damage is caused by **MRS. DARTS**, her agents, contractors, licensees or invitees or is caused by vandalism occurring while the dwelling house on the lands was unoccupied), and risks against which **SURREY** is insured only (hereinafter collectively called "**MRS. DARTS** repair exceptions") excepted.

2.06 NO NUISANCE

Not to carry on nor allow to be carried on, done or maintained on the lands anything which may be deemed a nuisance, contrary to any law or any city bylaw for the time being in force, or by which the lands may be injured or which may increase the hazard of fire or liability of any kind or which may increase the premium rate of insurance against loss by fire.

2.07 CONTENTS INSURANCE

To insure and keep insured at the expense of **MRS. DARTS** the contents of the dwelling house on the lands, to its replacement value, against fire and other perils as are usually contained in a tenant's contents insurance package.

2.08 NOTICE

To give **SURREY** written notice at any time and from time to time when:

- (a) any repairs or maintenance which **SURREY** is obliged to perform is required;
- (b) the dwelling house on the lands is or may be unoccupied for a period of more than thirty (30) consecutive days; and
- (c) **MRS. DARTS** is absent from the dwelling house on the lands and is likely to remain absent there from for a period of more than thirty (30) consecutive days.

3. SURREY COVENANTS

SURREY covenants with **MRS. DARTS** as follows:

3.01 For quiet enjoyment.

3.02 To be responsible for and pay for any property taxes, including school taxes, which may be levied on or in respect of the lands.

3.03 To insure and keep insured the dwelling house on the lands against public liability and fires.

3.04 To permit the dwelling house located on the lands to be re-built if same is damaged by fire or other casualty not withstanding that the damage may exceed seventy-five (75%) percent of its value above its foundation as determined by the Provincial Fire Commissioner or his appointed agent.

3.05 To observe and perform all the covenants and agreements of this Agreement on the part of **SURREY** to be observed and performed.

3.06 To carry out in a timely manner after notification, all structural repairs, replacements to building equipment and maintenance or repair property chargeable to capital or caused by reasonable wear and tear, damage by fire, lightning, earthquake, tempest, flood, tsunami, impact of aircraft, Acts of God or the Queen's enemies, riot, insurrection, vandalism, structural defects, latent defects or explosions, unless same is caused by **MRS. DARTS**, her agents, contractor, licensees or invitees.

4. DAMAGE OR DESTRUCTION

4.01 If at any time during the life of **MRS. DARTS** the dwelling house on the lands is destroyed, **SURREY** shall have no obligation to repair or rebuild or cause to be repaired or rebuilt the dwelling house, whether or not the loss, damage or destruction

is covered by insurance. However, **MRS. DARTS** shall have the right to repair or rebuild or cause to be repaired or rebuilt the dwelling house, whether or not the loss, damage or destruction is covered by insurance.

4.02 If at any time during the life of **MRS. DARTS** the dwelling house on the lands is not habitable by reason of fire or other casualty or for any other reason, the parties acknowledge and agree, each with the other, that **SURREY** shall be obliged to provide or locate for **MRS. DARTS** or any agent, licensee or invitee of hers then occupying the lands or the dwelling house, alternate or other accommodation while the dwelling house is being repaired.

5. LEASE FOR LIFE

5.01 The parties hereto acknowledge and agree that this life estate is for the sole benefit of **MRS. DARTS**.

6. NO LIABILITY

6.01 **SURREY** shall not be responsible in any way for any injury to any person or for any loss or damage to any property belonging to **MRS. DARTS** or to other occupants of the lands or to their respective invitees, licensees, agents, servants or other persons, from time to time attending at the lands while such person or property is in or about the lands unless such injury, loss or damage arises from or is caused by acts or omissions of **SURREY** in fulfilling its obligations herein, UNLESS **SURREY** having received written notice to repair, maintain or correct the cause of such injury, loss or damage, had failed or neglected to carry out the necessary repairs, maintenance or corrections within a reasonable time after such notice.

6.02 **MRS. DARTS** covenants and agrees to indemnify and save harmless **SURREY** from any and all claims, demands, suits or actions made against it relating to matters for which it is not liable pursuant to Article 6.01 herein.

7. ALTERATIONS

MRS. DARTS may, at any time, and from time to time, at her expense, make such change, alterations or improvements to the lands as **MRS. DARTS** requires or desires, and may paint and decorate the interior and exterior of the buildings on the lands provided that:

(a) **MRS. DARTS** shall not suffer or permit any liens to be filed against the lands.

8. MISCELLANEOUS

8.01 TIME IS OF THE ESSENCE

Time shall be of the essence of this Agreement unless specified to the contrary.

8.02 NOTICE

Any notice required or permitted to be given shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by prepaid registered mail as follows:

TO SURREY:

CITY OF SURREY
CITY MANAGER
14245 - 56th Avenue
Surrey, B.C. V3X 3A2

TO MRS. DARTS:

FRANCISCA DARTS
1660 - 168th Street
Surrey, B.C. V4B 5E7

or to such other address as the respective parties may in writing advise. Any such notice shall be deemed to have been given and received, if delivered, when delivered and if mailed, on the fourth (4th) business day after the mailing thereof in any government Post Office in the Province of British Columbia provided that if mailed, and after the time of mailing there shall be any slowdown, strike or labour dispute which might affect the delivery of such notice, then such notice shall be effective only if actually delivered.

9. INTERPRETATION

9.01 GENDER

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

9.02 HEADINGS

The captions and headings contained in this Agreement 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.

9.03 ENTIRE AGREEMENT

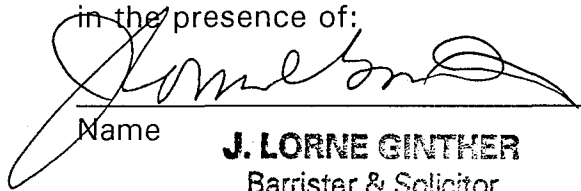
This Agreement does not constitute the entire agreement between the parties but shall not be modified or amended except by a written document duly executed and delivered by the parties hereto or by their successor, permitted assigns, or authorized agents, and shall be read with the trust agreement dated the 1st day of December, 1994.

9.04 SEVERABILITY

If any Article of this Agreement or any part of an Article is found to be unlawful or unenforceable, that part or Article, as the case may be, shall be considered separate and severable and the remaining parts of Articles, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

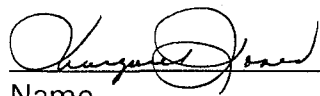
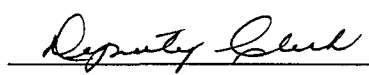
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

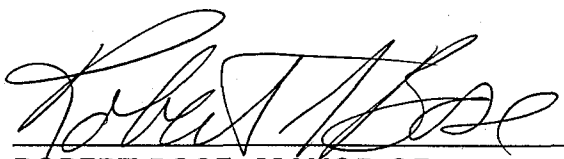
SIGNED, SEALED AND DELIVERED)
by FRANCISCA DARTS)
in the presence of:)

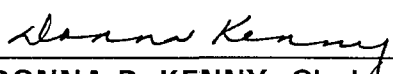

Name **J. LORNE GINTHER**)
Barrister & Solicitor)
#101 - 15261 Russell Avenue)
Address White Rock, B.C. V4B 2P7)
Occupation)


FRANCISCA DARTS

SIGNED, SEALED AND DELIVERED)
by THE CITY OF SURREY)
in the presence of:)


Name)
City of Surrey)
Address)

Occupation)

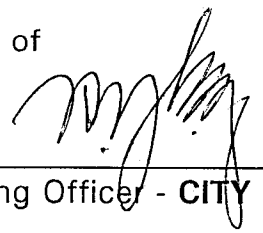

ROBERT BOSE, MAYOR OF
THE CITY OF SURREY


DONNA B. KENNY, Clerk

M. R. JONES
A Commissioner for taking Affidavits
for British Columbia

APPROVED UNDER the Land Title Act for the purpose of
a life estate to expire upon the death of the lessee
(MRS. DARTS) from December 1, 1994.

DATED:


Approving Officer - CITY OF SURREY

