

CITY OF SURREY

BY-LAW NO. 14837

A by-law to authorize the acquisition of lands, called the "Glades" subject to a lease for life of a 0.09 hectare portion and to authorize the execution of agreements and the issuance of a charitable receipt in relation thereto.

.....

WHEREAS JAMES MACKENZIE DE WOLF and ELFRIEDE DE WOLF, (collectively the "De Wolfs") are the owners of lands and premises situated at 561 - 172nd Street, Surrey, British Columbia, legally described as:

Parcel Identifier: 013-180-398
Parcel A (Reference Plan 2393)
East Half of the South East Quarter
Section 30, Block 1 North, Range 1 East,
New Westminster District,
Except Part Now Road on Highway Plan 57177

(the "Lands")

AND WHEREAS the De Wolfs wish to convey the Lands to the City of Surrey (the "City") by way of a gift and subject to the Lands being named The Glades, and being used as a public park and horticultural center for the preservation and development of horticultural specimens.

AND WHEREAS the transfer of the Lands will be subject to a Lease for Life to the De Wolfs of a 0.09 hectare portion of the Lands where the De Wolfs' residence is located.

AND WHEREAS the De Wolfs have 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 charitable receipt as partial consideration for the transfer of the Lands to the City.

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

1. The City is hereby authorized to enter into agreements binding on the City in order to receive the Lands from the De Wolfs and without limiting the generality of the foregoing, the City is authorized to execute the following:
 - (a) a Form A Freehold Transfer subject to the trust agreement in substantially the form attached hereto as Schedule "A";
 - (b) a Lease for Life in favour of the De Wolfs of a 0.09 hectare portion of the Lands containing the residence lived in by the De Wolfs for the duration of the De Wolfs' life with no rent payable thereon in substantially the form attached hereto as Schedule "B"; and
 - (c) an agreement with respect to the issuance of the charitable receipt in the principal amount of \$850,000.00 in substantially the form attached hereto as Schedule "C".
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City, the documents referred to in paragraph 1 herein and any other documents collateral thereto, with respect to any or all of the Lands in order to give effect to this by-law.
3. Upon conveyance of the Lands to the City, the same shall be set aside and used for the purposes specified by the De Wolfs, namely, a public park and horticultural center for the preservation and development of horticultural specimens.
4. This by-law shall be cited for all purposes as "The Glades Park Acquisition By-law, 2002, No. 14837".

PASSED THREE READINGS on the 28th day of October, 2002.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with corporate seal on the 4th day of November 2002.

_____ MAYOR

_____ CLERK

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SCHEDULE "A"

**LAND TITLE ACT
FORM A**

(Section 185)

Province of British Columbia
FREEHOLD TRANSFER

(This area for Land Title Office use)

PAGE 1 of 2 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Lynn Ramsay, of Miller Thomson LLP, Barristers and Solicitors, #1000-840 Howe Street,
Vancouver, B.C. V6Z 2M1 (604) 687-2242
File No.: 45110.0001
Client No.: 010437

Lynn Ramsay *(applicant, applicant's solicitor or agent)*

2. (a) PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: *
(PID) *(LEGAL DESCRIPTION)*
013-180-398 Parcel A (Reference Plan 2393) East Half of the South East
Quarter Section 30 Block 1 North Range 1 East New Westminster
District Except: Part Now Road on Highway Plan 57177

(b) MARKET VALUE: \$850,000

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

4. TRANSFEROR(S): *
JAMES MACKENZIE DE WOLF and ELFRIEDE DE WOLF

5. FREEHOLD ESTATE TRANSFERRED: *
Fee Simple

6. TRANSFEREE(S): (including occupation(s), postal address(es) and postal codes(s)) *
CITY OF SURREY "IN TRUST", a municipal corporation, having its offices at:
14245-56th Avenue, Surrey, BC V3X 3A2 (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).

<p>Officer Signature(s)</p> <p>_____</p> <p>(as to both signatures)</p>	<p>Execution Date</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="width: 30px; height: 100px; text-align: center; vertical-align: middle;">Y</td> <td style="width: 30px; height: 100px; text-align: center; vertical-align: middle;">M</td> <td style="width: 30px; height: 100px; text-align: center; vertical-align: middle;">D</td> </tr> <tr> <td colspan="3" style="text-align: center; padding: 5px;">02</td> </tr> </table>	Y	M	D	02			<p>Transferor(s) Signature(s)</p> <p>_____</p> <p>JAMES MACKENZIE DE WOLF</p> <p>_____</p> <p>ELFRIEDE DE WOLF</p>
Y	M	D						
02								

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
TERMS OF INSTRUMENT – PART 2

THIS TRUST AGREEMENT made as of this _____ day of _____, 2002.

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

("Surrey")

OF THE FIRST PART

AND

JAMES MACKENZIE DE WOLF and **ELFRIEDE DE WOLF**,
residing at 561 – 172nd Street, in the City of Surrey, in the Province of
British Columbia, V4P 2Z6

(collectively the "De Wolfs")

OF THE SECOND PART

WHEREAS the De Wolfs intend 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.: 013-180-398
Parcel A (Reference Plan 2393)
East Half of the South East Quarter
Section 30 Block 1 North Range 1 East
New Westminster, District Except:
Part now Road on Highway Plan 57177

(the "Glades")

WHEREAS Surrey wishes to grant to the De Wolfs a Lease for Life of a certain
residence and portion of the lands outlined in Bold in Schedule "A" (collectively called the "Residence
Area") subject to the conditions hereinafter set forth,

AND WHEREAS as a condition of the said transfer "in trust" there are certain trust
conditions as hereafter set out, and

AND WHEREAS Surrey in accepting the said gift by the De Wolfs has agreed to
bound by the conditions and to undertake and carry out the obligations hereinafter set forth, and

AND WHEREAS any reference in this agreement to the De Wolfs includes James MacKenzie De Wolf and Elfriede De Wolf and/or the survivor of them.

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 the Glades 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, and preserve the Glades as a garden of unique quality with a diverse collection of rhododendrons and other plants and shall be dedicated by Surrey for 999 years as a passive public park open to the public on the terms and conditions of this Agreement and a horticultural centre for the preservation, and development of horticultural specimens which is consistent with the vision and maintenance described in Schedule "B".
4. Surrey shall not cause or suffer any material changes in the Glades, save and except for the Priority Projects, during the life time of the De Wolfs, without the consent of the De Wolfs.
5. Surrey shall not permit in the Glades any sports facilities or sports, nor shall Surrey allow any bicycle, tricycles or motorcycles, or any other wheeled recreational or transportation devices except for the purposes of parking in a designated paved parking lot or as is reasonably required for maintenance of the Glades. Wheelchairs and other equipment necessary for transporting disabled persons are specifically exempted from this condition.
6. This Trust Agreement shall be binding on Surrey notwithstanding that the Lease for Life to the De Wolfs ("Lease for Life") has expired or is terminated.
7. Upon the expiry of the Lease for Life, the Residence Area shall be available to Surrey for it to determine in its sole discretion the utilization of the Residence Area in accordance with vision and maintenance described in Schedule "B".
8. Any notice required or permitted to be given shall be in writing and shall be deemed duly delivered by hand to the De Wolfs, or to their solicitor as designated by them, or in the case of Surrey by prepaid registered mail to the person designated by the City Manager, 14245 - 56th Avenue, in the City of Surrey, in the Province of British Columbia, V3X 3A2.
9. In this Agreement, unless the context otherwise requires the singular, includes the plural and the masculine includes the feminine gender and a corporation.

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

Signed, Sealed and Delivered by)
JAMES MACKENZIE DE WOLF)
and ELFRIEDE DE WOLF)
in the presence of:)

_____))
Name)

_____))
JAMES MACKENZIE DE WOLF

_____))
Address)

_____))
ELFRIEDE DE WOLF

_____))
Occupation)

CITY OF SURREY by its authorized signatories:

_____))
D.W. (DOUG) McCALLUM)
Mayor)

_____))
MARGARET JONES)
Acting City Clerk)

REFERENCE PLAN TO ACCOMPANY LEASE OF A PORTION OF PARCEL "A" (REFERENCE PLAN 2393),
 EAST HALF OF THE SOUTH EAST QUARTER SECTION 30, BLOCK 1, NORTH RANGE 1, EAST
 NEW WESTMINSTER DISTRICT EXCEPT PART NOW BOUND ON HIGHWAY PLAN 57177
 FOR LEASEHOLD PURPOSES (VFC ESTATE), LEASE AND APPROVAL OF THE APPROVING OFFICER,
 TO EXPIRE UPON THE DEATH OF THE LESSEE.
 B.C.S.S. 926.007.

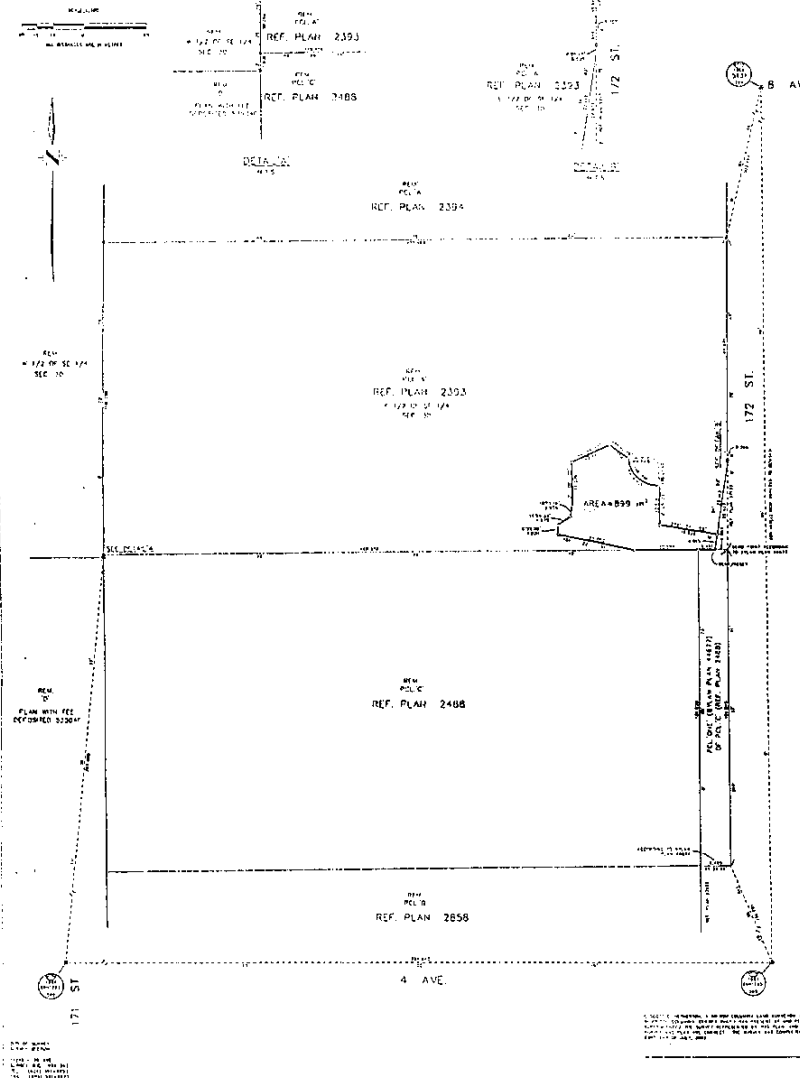
PLAN BCP

DEPOSITED IN THE LAND TITLE OFFICE
 AT NEW WESTMINSTER, B.C.
 THIS PLAN LIES WITHIN THE DISTRICT
 OF WESTMINSTER, B.C.

APPROVED UNDER THE LAND TITLE ACT
 THIS DAY OF _____ 2007

APPROVED UNDER THE LAND TITLE ACT
 THIS DAY OF _____ 2007

LEGEND
 (B) BOUNDARY OF PARCEL "A"
 (S) BOUNDARY OF SECTION 30
 (H) BOUNDARY OF HIGHWAY PLAN 57177
 (L) BOUNDARY OF LEASEHOLD INTEREST
 (D) BOUNDARY OF DISTRICT OF WESTMINSTER



SCHEDULE "B"

THE GLADES: A WOODLAND RHODODENDRON GARDEN

Vision & Purpose

A public garden whose main function is the cultivation, display and interpretation of shrubs of the Genus *Rhododendron* in an informal woodland setting, with appropriate companion plants, where natural landforms are preserved as much as possible.

Development

Only buildings and facilities that support the operation of the Glades for its intended purpose will be built on the Glade's property. Size and style of all infrastructure will be compatible with the vision and purpose of the garden. No new parking areas will be built within the Glade's property. Planning and development of the Glades will be carried out by persons with acknowledged and demonstrated skills in the field of garden planning and horticulture.

Garden Operation and Management

Public visitation will be managed so as to not unduly impact the garden infrastructure or aesthetics. The Glades will be maintained to a standard that will achieve the following objectives:

- Provide optimum growing conditions for the healthy growth of the tree, shrub and plant collections.
- Maintain the plant collections in a condition and appearance that is typical of each species.
- Enhance the current plantings through good cultural practices or replacement.
- Select new plant material that will provide added beauty and interest.
- Maintain the appearance of the garden in a manner that is pleasing, clean and orderly for the visitor.
- Install and maintain a comprehensive labelling system that offers the visitor an opportunity to learn more about the garden's plants.
- Provide a safe tranquil setting for visitors.

The knowledge, skill and the ability of the those persons who maintain and operate the Glades will be such that they are capable of maintaining the Glades at a standard equal to other major public and private gardens in the region.

END OF DOCUMENT

SCHEDULE "B"

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT – PART 1

(This area for Land Title Office use)

PAGE 1 of 17

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
 Lynn Ramsay, of Miller Thomson LLP, Barristers and Solicitors, 1000-840 Howe Street
 Vancouver, B.C. V6Z 2M1 (604) 687-2242
 Client No.: 010437
 File No.: 45110.0001

 Lynn Ramsay, Q.C. *(name of solicitor or authorized agent)*

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: *
 (PID) (LEGAL DESCRIPTION)
 013-180-398 Parcel A (Reference Plan 2393) East Half of the South East Quarter Section 30 Block 1 North
 Range 1 East New Westminster District Except: Part Now Road on Highway Plan 57177

3. NATURE OF INTEREST: *	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
<i>DESCRIPTION</i>	<i>(Page and paragraph)</i>	
SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE

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

(a) Filed Standard Charge Terms	<input type="checkbox"/>	D.I. No.
(b) Express Charge Terms	<input checked="" type="checkbox"/>	Annexed as Part 2
(c) Release	<input type="checkbox"/>	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

6. TRANSFEREE(S): *
 JAMES MACKENZIE DE WOLF and ELFRIEDE DE WOLF

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 Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any:

Officer Signature(s) _____ (as to the signature of the Acting City Clerk)	Execution Date <table border="1" style="border-collapse: collapse; width: 100%; height: 100%;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="text-align: center;">02</td> <td></td> <td></td> </tr> </table>	Y	M	D	02			Party(ies) Signature(s) CITY OF SURREY by its authorized signatory(ies): _____ D.W. (DOUG) McCALLUM Mayor _____ MARGARET JONES Acting City Clerk
Y	M	D						
02								

OFFICER CERTIFICATION:
 Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

FORM E
SCHEDULE

PAGE 2 of ____

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

3. NATURE OF INTEREST: *	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
<i>DESCRIPTION</i>	<i>(Page and paragraph)</i>	
LEASE FOR LIFE of Portion shown on Reference Plan _____	Entire Document	Transferee

LAND TITLE ACT
FORM C
TERMS OF INSTRUMENT – PART 2

LEASE FOR LIFE

THIS AGREEMENT made as of the ____ day of October, 2002.

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;

("Surrey")

OF THE FIRST PART

AND:

JAMES MACKENZIE DE WOLF and **ELFRIEDE DE WOLF**, residing at 561 - 172nd Street, in the City of Surrey, in the Province of British Columbia, V4P 2Z6;

(collectively the "De Wolfs")

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 the De Wolfs (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree as follows:

1. **GRANT**

1.01 **Lands**

Surrey grants to the De Wolfs a life interest for the life of the De Wolfs in and to that portion of the certain parcel of land and premises situated in the City of Surrey, in the Province of British Columbia, described as:

PID 013-180-398

Parcel A (Reference Plan 2393)
East Half of the South East Quarter
Section 30, Block 1 North, Range 1 East,
NWD, Except Part Now Road on Highway Plan 57177

(the "Lands")

together with all buildings, structures and improvements located thereon shown outlined bold on the Reference Plan deposited under number _____ a copy of which is attached hereto as Schedule "A" (the "Residence Area") as to a life interest only, subject to the terms and conditions contained in this Agreement.

2. **DE WOLFS**

The De Wolfs covenants with Surrey as follows:

2.01 Utilities

While they are residing in the Residence Area to pay all charges for electricity, gas, light, heat, telephone, cablevision and garbage collection relating to the Residence Area. If requested by the De Wolfs, Surrey will cause separate meters to be installed, for all utilities provided to the portion of the Lands not including the Residence Area (the "Glades").

2.02 Use of Residence Area

To use the Residence Area only as a residential dwelling. It is specifically agreed that the De Wolfs shall be entitled to allow a person or persons to live with them in the Residence Area provided that it remains a residential dwelling.

2.03 Waste

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

2.04 Comply with Agreement

To observe and perform all covenants and agreements in this Agreement on the part of the De Wolfs.

2.05 Maintenance and Repair

To perform day-to-day maintenance including any alterations or changes, repair of damage to building equipment and to keep the same in good repair and condition, but structural repairs, the roof, damage to exterior glass, exterior paint and damage by fire, lightning, earthquake, tempest, flood, tsunami, impact of aircraft, acts of God or the Queens' enemies, riots, insurrection, vandalism, or explosions (unless such damage is caused by the negligent acts or omissions of the De Wolfs, their agents, contractors, licensees or invitees) only excepted.

2.06 No Nuisance

Not to carry on nor allow to be carried on, done or maintained on the Residence Area anything which may be deemed a nuisance, contrary to any law or any city by-law 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.

2.07 Insurance

To insure and keep insured at the expense of the De Wolfs the contents of the buildings within the Residence Area against fire and other perils as are usually in a standard tenants content's insurance package and to place and maintain public liability insurance in an amount not less than \$1,000,000, and to permit Surrey or its agents, given reasonable notice, access to the buildings and structures within the Residence Area in order to carry out appraisals for insurance and other purposes.

2.08 Notice

To give Surrey written notice at any time and from time to time when the De Wolfs are absent from the dwelling house on the Lands and are likely to remain absent for a period of more than thirty (30) consecutive days.

3. SURREY COVENANTS

Surrey covenants with the De Wolfs as follows:

3.01 Quiet Enjoyment

For quiet enjoyment.

3.02 Taxes

To be responsible for and pay for any property taxes or levies including school taxes, water and sewer charges, and garbage pick up, which may be levied on or in respect of the Lands. Provided however that Surrey will not be responsible for the pick up of garbage attributable to the Residence Area.

3.03 Insurance

Surrey shall be responsible for any injury to person or property which results from the negligence of Surrey. To insure and keep insured the buildings and structures on the Residence Area against public liability and fires in such amounts as determined by Surrey. Surrey shall provide the De Wolfs with evidence of the insurance each year.

3.04 Damage

To rebuild the buildings, structures and improvements located within the Residence Area if the same is damaged by fire or other casualty. The replacement buildings, structures and improvements will be built in substantially the same location, be of substantially the same size, design, and quality as the existing buildings, structures and improvements unless as agreed to otherwise by the parties. During the reconstruction period, Surrey covenants and agrees to provide suitable alternative lodging for the De Wolfs. If the De Wolfs elect not to rebuild, they shall not be entitled to compensation for the replacement of the buildings, structures and improvements.

3.05 Comply with Agreement

To observe and perform all the covenants and agreements of this Agreement on the part of Surrey.

3.06 Priority Projects

interior and exterior of the Residence Area provided that the De Wolfs shall not suffer or permit any liens to be filed against the Lands.

7. **THE GLADES**

7.01 **Access to the Glades**

Surrey shall allow the De Wolfs unfettered access to the Glades, and agrees that the De Wolfs may from time to time at their option perform such work within the Glades as they reasonably feel directly relates to the care, maintenance and enhancement of the Glades.

7.02 **Annual Program of Work**

Surrey and the De Wolfs shall no later than February 15th in each year review and agree on an annual program of work for the Glades.

7.03 **Performance of Works**

In the event that employees or agents of Surrey appear to be performing work on the Glades contrary to the work plan and in the event that in the opinion of the De Wolfs that damage may be caused by the work, the De Wolfs 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.

7.04 **Surrey Contact Person**

Surrey through its City Manager, shall provide the name of an employee of Surrey who shall be available to the De Wolfs by telephone at all reasonable times to respond to concerns that the De Wolfs may have with respect to conduct of the duties and obligations of Surrey with respect to this agreement. The person so designated shall promptly respond to the inquiries of the De Wolfs. 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 the De Wolfs. The said designated employee shall have the power to ensure that in the event that the De Wolfs asserts that the work is being done by Surrey contrary to this agreement that the work shall immediately stop until such time as the De Wolfs and Surrey have reached an agreement respecting the work.

7.05 **Trustees**

The De Wolfs may from time to time appoint and authorize one or two trustees to act on their behalf with respect to all matters arising under this Agreement. The De Wolfs shall as part of such appointment grant powers of attorney to the designated Trustees specifying the nature and extent of the matters to be dealt with by the trustees.

7.06 **Safety and Privacy**

Surrey shall take all reasonable steps to ensure that all of the Lands are protected to Surrey's standard including any access to the Residence Area and shall provide appropriate restrictions on entry and signs, which ensure the privacy and safety of the De Wolfs including, any lighting or barriers that the circumstances may reasonably require. In implementing any safety measures, Surrey shall ensure that the safety measures do not impact on or conflict with the theme or overall appearance of the Glades.

7.07 Technical Assistance

Surrey shall at the request of the De Wolfs provide reasonable funding and technical assistance as is necessary to provide a video tape for public use, wherein an appropriate person shall be featured explaining the origin, history and horticultural features of the Glades.

7.08 Reservations

During the life time of the De Wolfs, access to the Glades shall be by reservation including access to individuals or groups for educational purposes. The number of reservations, the hours of access and the group sizes would be limited. The limits will be established, from time to time by mutual agreement between the De Wolfs and Surrey. The De Wolfs, acting reasonably, may specify dates when visitors to the Glades are not permitted. Surrey will maintain the reservation system, will provide the De Wolfs with advance notice of all bookings and will be responsible for managing visitors to the Glades. The De Wolfs will not be required to conduct tours. Special events, including charity fundraisers would be given priority in the reservation system.

7.09 Memorial Plaque

Surrey shall prepare and install, within one year of the death of the De Wolfs, at it's expense a plaque commemorating the work of Murray Steven, his wife Lydia, and the De Wolfs. The plaque shall be installed at a place to be designated by the De Wolfs.

8. MISCELLANEOUS

8.01 Time of the Essence

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

8.02 If at the time of termination of the Lease for Life the dwelling house located within the Residential Area is occupied by a relative(s) of the De Wolfs or either of them and or persons providing care to the De Wolfs or either of them, Surrey shall permit those persons to continue to occupy the Residence Area on the terms and conditions of this Agreement for a period of not less than six (6) months.

8.03 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, BC V3X 3A2

To the De Wolfs:

James Mackenzie De Wolf and
Elfriede De Wolf
561 – 172nd Street
Surrey, BC V4P 2Z6

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 **Survivors**

In this Agreement any reference to the De Wolfs includes James McKenzie De Wolf and Elfriede De Wolf and/or the survivor of them.

9.04 Not 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 _____ day of October, 2002.

THIS Agreement was executed by the parties as of October _____, 2002.

CITY OF SURREY
by its authorized signatories:

D.W. (DOUG) McCALLUM
Mayor

MARGARET JONES
Acting City Clerk

Signed, sealed and delivered)
by JAMES MACKENZIE DE WOLF)
and ELFRIEDE DE WOLF)
in the presence of:)

Name)

JAMES MACKENZIE DE WOLF

Address)

ELFRIEDE DE WOLF

Occupation)

(as to both signatures)

REFERENCE PLAN TO ACCOMPANY LEASE OF A PORTION OF PARCEL 'A' (REFERENCE PLAN 2393), EAST HALF OF THE SOUTH EAST QUARTER SECTION 30, BLOCK 1, NORTH RANGE 1, EAST NEW WESTMINSTER DISTRICT EXCEPT PART NOW ROAD ON HIGHWAY PLAN 57177 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

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL OF OFFICE AT NEW WESTMINSTER, B.C. THIS _____ DAY OF _____ 2007.

PLAN SCP -----

DEPOSITED IN THE LAND TITLE OFFICE AT NEW WESTMINSTER, B.C. _____ 2007.

REGISTERED
DELEGATED UNDER THE LAND TITLE ACT
SUPERVISOR OF REGISTRATION

APPROVED UNDER THE LAND TITLE ACT
THIS _____ DAY OF _____ 2007.

APPROVING OFFICER FOR CITY OF SURREY

LEGEND

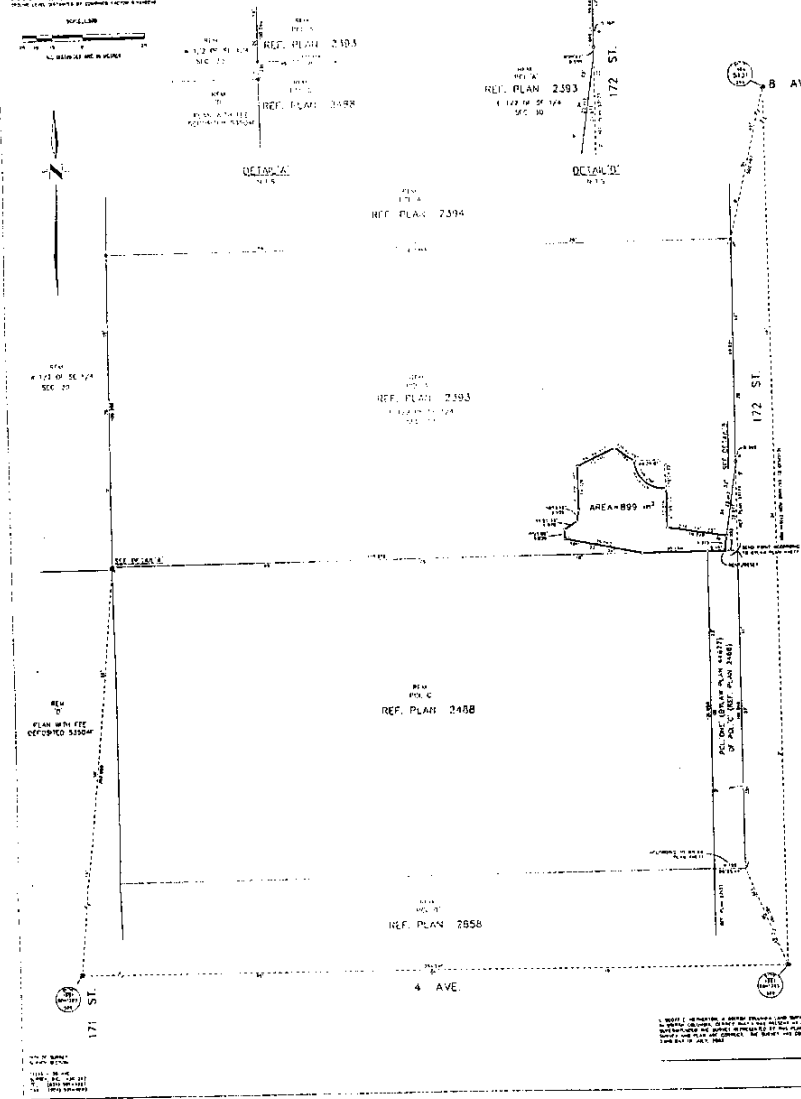
- 1. BOUNDARY OF PARCEL 'A'
- 2. BOUNDARY OF THE LEASE
- 3. BOUNDARY OF THE ROAD ON HIGHWAY PLAN 57177
- 4. BOUNDARY OF THE ROAD ON HIGHWAY PLAN 57177

PROCESSED UNDER THE SURVEY ACT (S.S.A.)

THE SURVEY ACT (S.S.A.) PROVIDES THAT THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND THE CORRECTNESS OF THE INFORMATION PROVIDED TO THE REGISTRAR.

THE REGISTRAR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE REGISTRAR.

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SCHEDULE "B"
PRIORITY PROJECTS
YEAR 1

A. TREES

- Remove 18 trees and take all debris off site.
Prune 12 trees and take all debris off site.

B. LAWNS

- Rebuild the central lawn to correct a drainage problem. Install lateral drain lines and raise the lawn surface by 20 cm. over an area of approximately 128 square meters and re-seed or sod.

Ridge Lawn: fertilize, top dress and overseed with a shade mix and install a 1.3m wide path with trail mix surface.

C. WATER FEATURES

- Bank stabilization work on the large pond, approximately 45 linear meters of retaining wall using natural stone.
- Install a safety/warning barrier along the large pond edge of approximately 63 meters.

D. PATHWAYS

- Resurface approximately 600 linear meters x 1.5 meters x 8 cm.
- Steps - build flight of steps with handrail - 10m slope: wood and gravel construction.

E. SHRUBS

- Begin pruning, thinning and transplanting to be completed by the end of Year 2.

F. DESIGN

- Garden frontage including ditch filling, new fences, landscape features, pull off bay and/or parking space.
- Entrance assembly area, including information kiosk. Replanting a plan for rhododendrons and azalea beds.

G. FENCING

- South property line.

YEARS 2 & 3

A. ENTRANCE

- Fill the roadside ditch subject to senior government environmental agency approval.
- Construct pull off bay and/or parking space.
- Install landscape feature planting.
- Replace approximately 17 meters of fencing along the property line on the north side of the main gate. The style should be more in keeping with the woodland theme of the Glades.

B. ASSEMBLY AREA

- Redevelop according to a new design.

C. DRAINAGE

- Install 20 meters of perforated drain pipe at the west end of the garden.
- Clean all ditches to ensure positive flow subject to senior government environmental agency approval.

D. GUNNERA ISLAND

- Redevelop according to a new design.

E. LABELLING AND CATALOGUING

- Label and catalogue all trees and shrubs.

F. WATERFALL

- Rebuild - to include a new larger catchment pool, new water supply line, and relocate some shrubs.

G. SEATING

- Replace six benches with a Francis Andrew style and quality.

YEARS PLUS 4

A. NEW INTRODUCTIONS

- Develop a bamboo grove featuring many species of bamboo. A possible location is a valley north of the residence, extending to the north east corner of the garden.
- Develop an area for the establishment of mosses. The garden offers a number of possible sites where moss would thrive.

B. PATHWAYS

- Re-establish an overgrown path that runs along the north fence line, with a fine bark mulch surface. Maximum width 1.5 meters, length 80 meters.

C. ARBOUR

- Re-build the pipe arbor using timber construction.

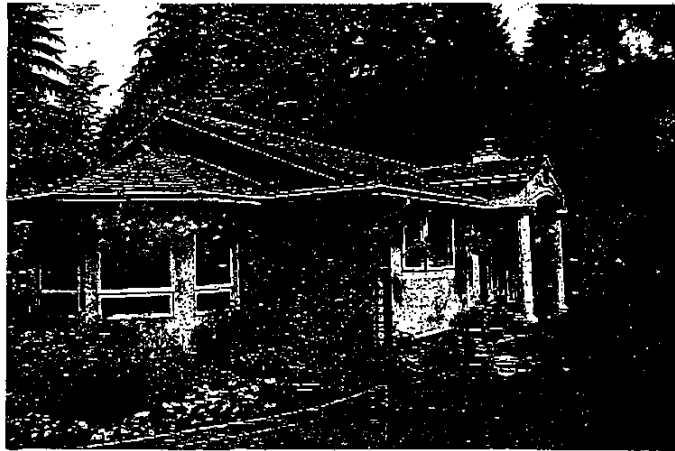
D. FENCING

- Replace perimeter fence along west, north and east property line.

PROJECT ASSESSMENT**Basic Information**

Project Location: 561 – 172nd Street, Surrey
Size & Type: single-family house
 single storey + basement
 detached garage

Date: July 4, 2002
Built: 1994

The Glades**Construction Elements:****Materials and Conditions:**

Cladding: Stucco, slightly textured.
Windows: Vinyl windows; double-glazed.

Roofing: Fibreglass-reinforced asphalt shingle roof; textured; 25-yr warranty.
Venting: Gable-end vents; 3 ridge vents; perforated soffits.

Services: Mechanical & electrical systems fairly new and problem free.

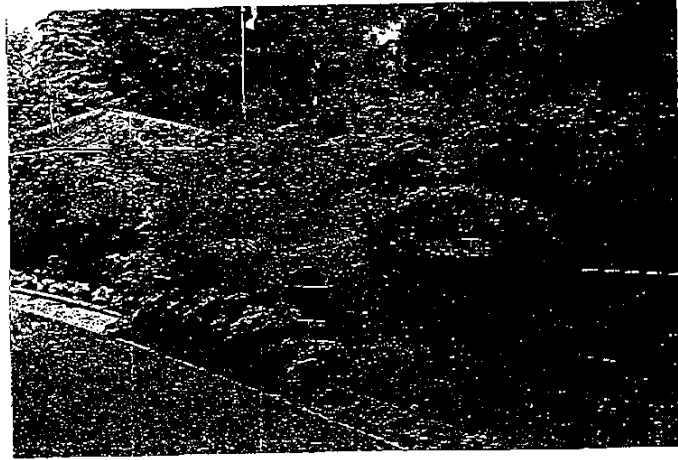
Previous Repairs: NE basement bedroom experienced water infiltration through concrete foundation wall; owner applied damp-proofing at exterior, and filled honey-combed concrete with non-shrink grout; drywall repair on inside walls is superb.

Other: A small vertical crack above the kitchen/hall doorway (east corner) is due to warpage of one of the header pieces – owner confirms this showed up just after completion.

PROJECT ASSESSMENT

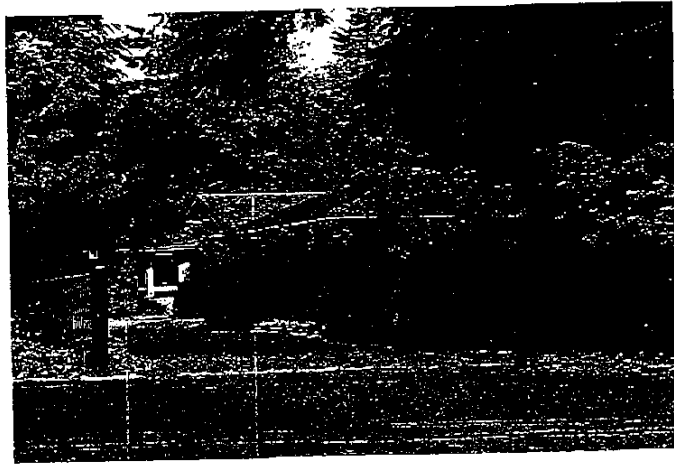
Additional Commentary

Site: Open ditch at front (east); chain link fence around property; power operated front steel gate; ponds, related out-buildings, and water pumps;
Phenomenal gardens and wide variety of species, especially rhododendrons;



Decks: Covered by 30 mil vinyl deck membrane (heat-welded seams), with drip edge; aluminum railing attached with screws (which are already rusting) through the membrane, which will shorten its life expectancy.

Garage: 2-car; drywall finish inside; heated; exterior finish to match residence;
3 ridge vents, + perforated soffits;
HOWEVER: drywall at junction of ceiling and wall has significant visible
mould growth – this would be due to excessive condensation created by
poor ventilation at the edges (owner confirms blown-in insulation); proper vent
shields must be installed; drywall must be replaced; some structural lumber will
have already been adversely affected, and requires immediate attention and
repair.



**Financial
Implications:**

- 1) Garage – immediate est cost \$ 6,500
- 2) Bedroom leak - 2-5 years est cost \$ 3,200;
- 20% possibility of being necessary
- 3) Decks - 5+ years est cost \$ 7,600;
- membrane and railing replacement

End this assessment.

Ernest Roth, B.Arch.

Created for: Realty Services Division – City of Surrey

Prepared by: Wasser Consulting

SCHEDULE "C"

Agreement

THIS AGREEMENT dated for reference _____, 2002, is made

BETWEEN

CITY OF SURREY, a municipal corporation, having its office at
14245 - 56th Avenue, Surrey, British Columbia, V3X 3A2

(the "City");

AND

**JAMES MACKENZIE DE WOLF AND ELFRIEDE DE
WOLF**, residing at 561 - 172nd Street, Surrey, British Columbia,
V4P 2Z6

(the "Beneficiaries").

WHEREAS:

A. The Beneficiaries have agreed to donate to the City (the "Donation") those lands and premises in the City of Surrey legally described as:

PID: 013-180-398
Parcel A (Reference Plan 2393) East Half of the South East Quarter, Section 30,
Block 1 North, Range 1 East, New Westminster District, Except: Part Now Road
on Highway Plan 57177 (the "Lands");

B. In consideration of the Donation, the City has agreed to issue to the Beneficiaries a charitable donation receipt in the amount of \$850,000.00 (the "Charitable Receipt");

C. The value of the Donation and the amount of the Charitable Receipt has been determined on the basis of information provided by the Beneficiaries;

D. The City has not given the Beneficiaries any assurances, warranties or representations with respect to the value of the Donation or whether Canada Customs and Revenue Canada Agency will accept the Charitable Receipt;

E. The Beneficiaries agree that they will not have any claim against the City with for any actions taken by Canada Customs and Revenue Canada Agency with respect to the Charitable Receipt or to the value attributed by the Beneficiaries to the Donation; and

F. The City has agreed that if the Charitable Receipt is not accepted by Canada Customs and Revenue Canada Agency it will forth with on the request of the Beneficiaries transfer title to the Lands which were donated by the Beneficiaries in accordance with a Trust Agreement and Lease for Life between the Beneficiaries and the City both dated for reference July 29, 2002 to the Beneficiaries free and clear of all charges which were not noted on title to the Lands as of the when the Trust Agreement is registered in the Land Title Office.

IN CONSIDERATION of the sum of \$1.00 now paid by the City to the Beneficiaries and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the Beneficiaries and the City (collectively the "Parties" and each a "Party") hereby agree as follows:

1. ACKNOWLEDGEMENT AND RETRANSFER

1.1

The Beneficiaries acknowledge and agree that the City has not made representations or warranties with respect to the Charitable Receipt or to the value attributed by the Beneficiaries to the Donation and that they will have no claim against the City for any loss or damage or tax consequences, including but not limited to any federal or provincial income tax liability they may incur if Canada Customs and Revenue Canada Agency challenges the Charitable Receipt and/or the value attributed to the Donation by the Beneficiaries.

1.2

The City acknowledges and agrees that if Canada Customs and Revenue Canada Agency does not recognize or accept the Charitable Receipt, the City will forthwith upon the request of the Beneficiaries transfer title to the Lands to the Beneficiaries or as they may direct. Without limiting the generality of the foregoing the Beneficiaries shall not be entitled request a transfer of title to the Lands if Canada Customs and Revenue Canada Agency disallows the amount attributed to the Donation, but shall be entitled to request a transfer of title to the Lands if Canada Customs and Revenue Canada Agency disallows the Charitable Receipt on the basis that their has not been any gift or donation by the Beneficiaries to the City.

2. MISCELLANEOUS

2.1 Governing Law and Choice of Jurisdiction

This Agreement is governed by and will be construed in accordance with the laws of British Columbia, and the laws of Canada applicable therein. The Courts of British Columbia shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise howsoever both at law and in equity, arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Agreement and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof.

2.2 Captions

The captions in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.

2.3 Modification

This Agreement may only be amended or modified by the written agreement of the Parties.

2.4 Further Assurances

Each of the Parties shall execute all further documents and do all further things that are necessary to carry out the terms and intent of this Agreement.

2.5 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, personal representatives, successors and permitted assigns.

THIS Agreement was executed by the Parties on _____, 2002.

CITY OF SURREY
by its authorized signatories:

D.W. (DOUG) McCALLUM
Mayor

MARGARET JONES
Acting City Clerk

Signed, sealed and delivered)
by JAMES MACKENZIE DE WOLF)
and ELFRIEDE DE WOLF)
in the presence of:)

_____))
Name)

_____))
JAMES MACKENZIE DE WOLF

_____))
Address)

_____))
ELFRIEDE DE WOLF

_____))
Occupation)

(as to both signatures)