CITY OF SURREY

BY-LAW NO. 15882

A By-law to amend the provisions of Surrey Justice Centre Land Leasing By-law, 1987, No. 9242.

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

- 1. Surrey Justice Centre Land Leasing By-law, 1987, No. 9242 (the "By-law") is hereby amended as follows:
 - (a) Delete the following legal description on pages 1, 2, and 3 of the By-law:

"All those portions of Lots 3, 4, 5, and 6, Plan 8086 and of the E ½ W ½ LS1, all of the SE ¼, Section 9, Township 2, NWD, and shown as Courthouse Lease Area on sketch attached hereto, described as follows:

Commencing at a point on the southerly limit of the said E $\frac{1}{2}$ W $\frac{1}{2}$ LSI, said point being 18.00 metres westerly from the southeasterly corner of the said E $\frac{1}{2}$ W $\frac{1}{2}$ LSI.

Thence northerly on a bearing of 0° 15' 45" for a distance of 172.90 metres.

Thence easterly on a bearing of 90° 14′ 45″ for a distance of 29.00 metres.

Thence northeasterly on a bearing of 60° 09' 25" for a distance of 28.516 metres.

Thence easterly on a bearing of 90° 14' 45" for a distance of 115.50 metres more or less to intersection with the northerly production of the easterly limit of the said Lot 6.

Thence southerly and following along the said northerly production of the easterly limit of Lot 6 and the easterly limit of the said Lot 6 for a distance of 181.20 metres more or less to the southeasterly corner of the said Lot 6.

Thence westerly and following along the southerly limits of the said Lots 6, 4, and 3 for a distance of 151.698 metres more or less to the southeasterly corner of the said E $\frac{1}{2}$ W $\frac{1}{2}$ LS1.

Thence westerly and following along the southerly limit of the said $E \frac{1}{2} W \frac{1}{2} LS1$, for a distance of 18.00 metres to the point of commencement; and

All those portions of Lots 2 and 3 Plan 8086, and of the E ½ W ½ LS1, all of the SE ¼ Section 9 Township 2 NWD and shown as Pretrial Services Lease Area on sketch attached hereto, described as follows:

Commencing at the southeasterly corner of the said E ½ W ½ LS1.

Thence westerly and following along the southerly limit of the said E $\frac{1}{2}$ W $\frac{1}{2}$ LS1 for a distance of 18.00 metres.

Thence northerly on a bearing of 0° 15' 45" for a distance of 192.90 metres to the point of commencement.

Thence easterly on a bearing of 90° 14′ 45″ for a distance of 23.806 metres.

Thence northeasterly on a bearing of 61° 09' 25" for a distance of 28.516 metres.

Thence easterly on a bearing of 90° 14′ 45″ for a distance of 17.380 metres.

Thence northerly on a bearing of 0° 15′ 45″ for a distance of 191.935 metres more or less to intersection with the northerly limit of the said Lot 2.

Thence westerly and following along the northerly limits of the said Lot 2 and E $\frac{1}{2}$ W $\frac{1}{2}$ LS1 for a distance of 92.50 metres.

Thence southerly on a bearing of 180° 15' 45" for a distance of 157.443 metres.

Thence easterly on a bearing of 90° 14′ 45″ for a distance of 26.40 metres.

Thence southerly for a distance of 48.20 metres more or less to the point of commencement.

and being more particularly shown outlined in red on the plan annexed hereto as Schedule "A" of Schedule "A" of this By-law."

and replace with the following:

"Parcel Identifier: 017-234-689; Lot 3 Section 9 Township 2 New Westminster District Plan LMP21; and

Parcel Identifier: 017-234-719; Lot 5 Section 9 Township 2 New Westminster District Plan LMP21, Except: Firstly Part Dedicated Road on Plan BCP19075 and Secondly Part Shown on the Reference Plan attached as Schedule "F" to Schedule "A" – Amendment of Memorandum Agreement and Schedule "B" – Lease Amendment under the Terms of Instrument Part 2 annexed to and forming part of this Amendment By-law."

- (b) Amend Schedule "A" Memorandum of Agreement annexed to the By-law as set forth in Schedule "A" Amendment of Memorandum of Agreement under Part 2 of the General Instrument annexed to this Amendment By-law.
- (c) Amend Schedule "B" Lease Agreement annexed to the By-law as set forth in the Schedule "B"- Lease Amendment under Part 2 of the General Instrument annexed to this Amendment By-law.
- 2. This By-law shall be cited for all purposes as "Surrey Justice Centre Land Leasing By-law, 1987, No. 9242, Amendment By-law, 2005, No. 15882."

PASSED THREE READINGS on the 28th day of November, 2005.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 12th day of December, 2005.

	MAYOR
	_CLERK

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LAND TITLE ACT
FORM C
(Section 233)
Province of
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

1.	APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)				
		Agent for City of Surrey			
	14245 – 56 Avenue Surrey, BC V3X 3A2 (604) 501-5500				
		signature of appl	licant, applicant's solicitor or agent		
2.	PARCEL IDENTIFIER(S) AND (PID)	D LEGAL DESCRIPTION(S) OF I (LEGAL DESCRIPTION)	LAND:*		
	017-234-689 017-234-719	Lot 3 Section 9 Township 2 New Westminster District Plan LMP21 Lot 5 Section 9 Township 2 New Westminster District Plan LMP21 Except: Firstly Part Dedicated Road n Plan BCP 19075 and Secondly Part Shown on Plan BCP			
3.	NATURE OF INTEREST:* DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST		
	Lease Modification Easement Easement	Entire Instrument Page 8, Paragraph 3 Page 8, Paragraph 4	Transferee Transferee Transferee		
4.	TERMS: Part 2 of this instrum	ent consists of (select one only)			
	(a) Filed Standard Charge T(b) Express Charge Terms(c) Release	Annexed as Pa	art 2 art 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 Munici	pal Corporation, at 14245 – 56 th Av	renue, Surrey, British Columbia, V3X 3A2		
6.	TRANSFEREE(S): (including postal address(es) and postal code(s))*				
	BRITISH COLUMBIA BUILDINGS CORPORATION , a Crown Corporation, at 3350 Douglas, Victoria, British Columbia V8Z 3L1				
7.	ADDITIONAL OR MODIFIEI	O 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)	Execution Date			Party(ies) Signature(s)	
	Y	M	D		
				CITY OF SURREY by its authorized signatories:	
				Dave Mihalech, Realty Services Manager	
(as to the signature of the Clerk)				Margaret Jones, City Clerk	
				BRITISH COLUMBIA BUILDINGS CORPORATION, by its authorized signatories:	
(as to both signatures)				(Print Name Below Signature)	
				(Print Name Below Signature)	

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.

TERMS OF INSTRUMENT – PART 2

SCHEDULE "A"

AMENDMENT OF MEMORANDUM OF AGREEMENT

British Columbia, V3X 3A2 ("Surrey")

THIS AMENDMENT AGREEMENT dated for reference						
BETWEEN:						
CITY OF SURREY , a Municipal Corporation, at 14245 – 56 Avenue, Surrey,						

AND:

BRITISH COLUMBIA BUILDINGS CORPORATION, a Crown Corporation, at 3350 Douglas, Victoria, British Columbia V8Z 3L1 ("BCBC")

WHEREAS:

- A. By a Memorandum of Agreement (the "Memorandum") dated 13th day of October 1987, Surrey did lease unto BCBC those lands more particularly described under "Definition Leased Areas" in the Memorandum.
- B. Surrey and BCBC have agreed to amend the Memorandum and delete from the Leased Areas the certain portion of land measuring 0.149 hectare in area (the "Released Land") as shown on a reference plan (the "Reference Plan"), prepared by David Harris, BCLS, and dated the 1st day of November 2005, a copy of which is attached as Schedule "F" to this Amendment Agreement.

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party) Surrey and BCBC covenant and agree as follows:

1. Delete from Definitions - Leased Areas on page 3 of the Memorandum the following:

"all as shown on Schedule A"

and replace with the following:

"all described as:

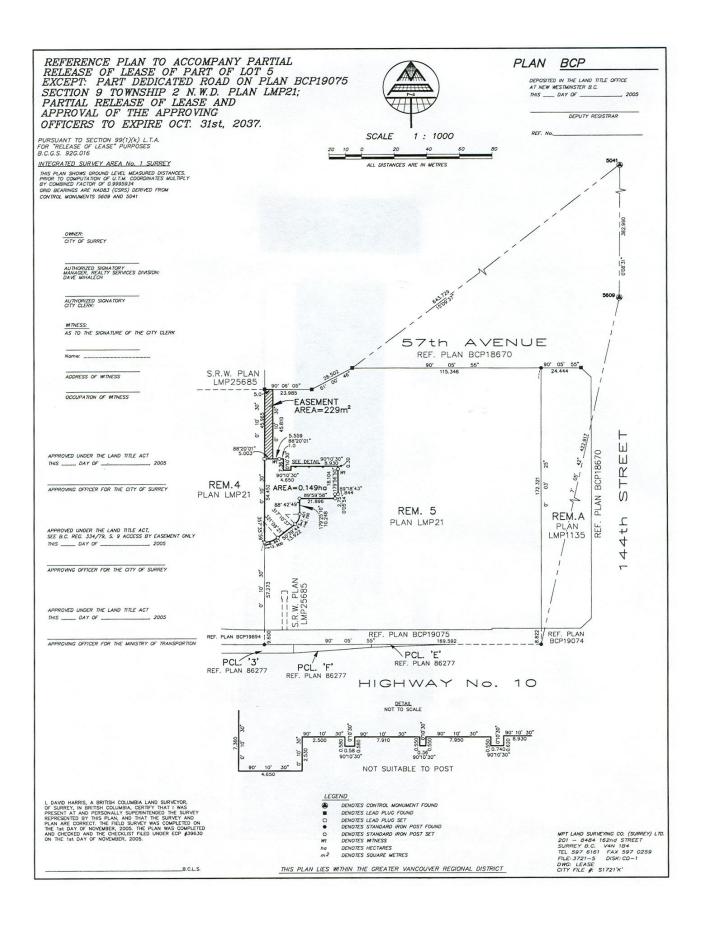
Parcel Identifier 017-234-689; Lot 3 Section 9 Township 2 New Westminster District Plan LMP21; and

Parcel Identifier 017-234-719; Lot 5 Section 9 Township 2 New Westminster District Plan LMP21, Except: Firstly Part Dedicated Road on Plan BCP19075 and Secondly Part Shown on the Reference Plan attached as Schedule "F".

- 2. Delete from Article 4.01 (a) on page 6 of the Memorandum the words "plus food facility" and "Cafeteria Area."
- 3. Delete from Article 4.01(b) on page 7 of the Memorandum the words "Food Services."
- 4. Delete in its entirety Article 6.01 on page 16 of the Memorandum.
- 5. Surrey hereby confirms that is shall hold BCBC harmless from any and all damages or interference resulting from implementation of clause 6.05 of the Memorandum as it relates to, but not limited to, the use of the Released Land.
- 6. Delete Schedule "A" of the Memorandum.
- 7. Except as otherwise provided in this Amendment Agreement, the provisions contained in the Memorandum shall continue to be in full force and effect and binding upon both Surrey and BCBC and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed Form C, Part 1 of this General Instrument.

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SCHEDULE "B"

LEASE MODIFICATION

THIS LEASE MODIFICATION AGREEMENT dated for reference	
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BETWEEN:

CITY OF SURREY, a Municipal Corporation, at 14245 – 56 Avenue, Surrey, British Columbia, V3X 3A2 (the "Lessor").

AND:

BRITISH COLUMBIA BUILDINGS CORPORATION, a Crown Corporation, at 3350 Douglas, Victoria, British Columbia V8Z 3L1 (the "Lessee").

WHEREAS:

- A. By a Lease Agreement (the "Lease") dated 13th day of October 1987, the Lessor did lease unto the Lessee those lands more particularly described under "Article 1 Grant of Lease" in the Lease.
- B. The Lessor and the Lessee have agreed to amend the Lease to delete from the Land that certain portion of land measuring 0.149 hectare in area (the "Released Land") as shown on a reference plan (the "Reference Plan"), prepared by David Harris, BCLS, and dated the 1st day of November 2005, a copy of which is attached as Schedule "F" to this Lease Modification Agreement.

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party) the Lessor and Lessee covenant and agree as follows:

1. Delete from Article 1.01 - Grant of Lease on pages 1 and 2 of the Lease the following:

"The Lessor demises and leases to the Lessee that 11.7 acre parcel of land legally described as follows:

All those portions of Lots 3, 4, 5, and 6, Plan 8086 and of the E ½ W ½ LS1, all of the SE ¼, Section 9, Township 2, NWD, and shown as Courthouse Lease Area on sketch attached hereto, described as follows:

Commencing at a point on the southerly limit of the said E $\frac{1}{2}$ W $\frac{1}{2}$ LSI, said point being 18.00 metres westerly from the southeasterly corner of the said E $\frac{1}{2}$ W $\frac{1}{2}$ LSI.

Thence northerly on a bearing of 0° 15' 45" for a distance of 172.90 metres.

Thence easterly on a bearing of 90° 14′ 45″ for a distance of 29.00 metres.

Thence northeasterly on a bearing of 60° 09' 25" for a distance of 28.516 metres.

Thence easterly on a bearing of 90° 14' 45" for a distance of 115.50 metres more or less to intersection with the northerly production of the easterly limit of the said Lot 6.

Thence southerly and following along the said northerly production of the easterly limit of Lot 6 and the easterly limit of the said Lot 6 for a distance of 181.20 metres more or less to the southeasterly corner of the said Lot 6.

Thence westerly and following along the southerly limits of the said Lot 6, 4, and 3 for a distance of 151.698 metres more or less to the southeasterly corner of the said E $\frac{1}{2}$ W $\frac{1}{2}$ LS1.

Thence westerly and following along the southerly limit of the said E ½ W ½ LS1, for a distance of 18.00 metres to the point of commencement; and

All those portions of Lots 2 and 3 Plan 8086, and of the E $\frac{1}{2}$ W $\frac{1}{2}$ LS1, all of the SE $\frac{1}{4}$ Section 9 Township 2 NWD and shown as Pretrial Services Lease Area on sketch attached hereto, described as follows:

Commencing at the southeasterly corner of the said E ½ W ½ LS1.

Thence westerly and following along the southerly limit of the said E $\frac{1}{2}$ W $\frac{1}{2}$ LS1 for a distance of 18.00 metres.

Thence northerly on a bearing of 0° 15' 45" for a distance of 192.90 metres to the point of commencement.

Thence easterly on a bearing of 90° 14′ 45″ for a distance of 23.806 metres.

Thence northeasterly on a bearing of 61° 09′ 25″ for a distance of 28.516 metres.

Thence easterly on a bearing of 90° 14' 45" for a distance of 17.380 metres.

Thence northerly on a bearing of 0° 15' 45" for a distance of 191.935 metres more or less to intersection with the northerly limit of the said Lot 2.

Thence westerly and following along the northerly limits of the said Lot 2 and E $\frac{1}{2}$ W $\frac{1}{2}$ LS1 for a distance of 92.50 metres.

Thence southerly on a bearing of 180° 15' 45" for a distance of 157.443 metres.

Thence easterly on a bearing of 90° 14′ 45″ for a distance of 26.40 metres.

Thence southerly for a distance of 48.20 metres more or less to the point of commencement.

and being more particularly shown outlined in red on the plan annexed hereto as Schedule "A" (herein called the "Land")"

and replace with the following:

"The Lessor demises and leases to the Lessee those certain portion of lands legally described as:

Parcel Identifier 017-234-689; Lot 3 Section 9 Township 2 New Westminster District Plan LMP21; and

Parcel Identifier 017-234-719; Lot 5 Section 9 Township 2 New Westminster District Plan LMP21, Except: Firstly Part shown on Plan BCP19075 and Secondly Part Shown on the Reference Plan attached as Schedule "F" (herein called the "Land")."

- 2. Delete Schedule "A" plan to the Lease.
- 3. The Lessor hereby grants to the Lessee the full free and uninterrupted right, liberty, privilege, right-of-way and easement for those underground services currently located under the Released Land and may access over, on and under the Released Land to repair, replace and maintain those underground services currently located therein and the buildings and associated works located on the Land.
- 4. (a) Both Lessor and the Lessee hereby grant to the Lessor and its servants, agents, tenants, invitees and licensees and the owner or owners of the Released Land from time to time in common with the Lessee and its servants, agents, tenants, invitees, licensees and successors in title, the full, free and uninterrupted right, license, liberty, easement, privilege and permission at all times and from time to time to enter, re-enter, return, pass, repass, and use by day and night with or without vehicles upon a 229 square metre portion of the Land, shown as Easement Area on the Reference Plan, for the purposes of access to and from the Released Land, subject nevertheless at all time to the provisos, reservations, restriction, and limitations set forth in the Lease.
 - (b) Both Lessor and Lessee do hereby confirm and agree that the easement provided for under this paragraph 4 (the "Easement") is for a fixed term ending on the 31st day of October 2037, which expiration date is co-terminus with the Lease. The

parties agree the Easement shall be discharged at the expiration or other determination of the Lease for any reason.

- 5. This Lease Modification Agreement as and from the date hereof will be read and construed along with the Lease and treated as a part thereof; and the Lease, as hereby modified and extended, will continue to be of full force and effect; and the Lessor and Lessee confirm and ratify the Lease as hereby modified and extended.
- 6. This Lease Modification Agreement will enure to the benefit of and be binding upon each of the Lessor and the Lessee and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed Form C, Part 1 of this General Instrument.

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