

CITY OF SURREY

BY-LAW NO. 13538

A by-law to authorize the leasing of certain lands and premises by the City of Surrey from Fraser River Harbour Commission.
.....

WHEREAS, pursuant to Section 532. (1) of the Municipal Act R.S.B.C. 1996 Chapter 323, as amended the City Council may, by by-law, acquire, hold and use property, in or out of the city, for a city hall, and for workshops, storage sheds, yards and other buildings, structures or premises required for city purposes;

AND WHEREAS pursuant to Section 452. (1) of the said "Municipal Act," where there is provision in the Municipal Act to acquire real property and related personal property, the City Council may, by by-law, enter into a lease or other agreement for that purpose;

AND WHEREAS the lands and premises hereinafter described are the property of FRASER RIVER HARBOUR COMMISSION and the City of Surrey deems it advisable to lease the same for Corporate purposes;

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

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

FRASER RIVER HARBOUR COMMISSION, a Corporation
incorporated under the statutes of Canada, Chapter 32 of 13,
Elizabeth II, having an office at 500 - 713 Columbia Street, in the
City of New Westminster, Province of British Columbia,
V3M 1B2

for a term of Twenty (20) Years commencing on the Fifteenth (15th) day of July, 1998, and ending on the Fourteenth (14th) day of July, 2018; and yielding and paying therefor during the term hereof the clear annual rent of One Hundred Dollars (\$100.00) payable in advance on the Fifteenth (15th) day of July in each year, under the terms and conditions set out in the Indenture;

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

All that portion of the Foreshore and Bed of the Fraser River described as follows:

COMMENCING at the northwesterly corner of Lot 4 of District lot 3, Group 2, Plan 2620, the said northwesterly corner bearing $308^{\circ}48'40''$ and distant 14.326 metres more or less from the northeasterly corner of the said Lot 4, THENCE westerly on a bearing of $298^{\circ}39'40''$ for a distance of 132.991 metres; THENCE southerly on a bearing of $223^{\circ}02'04''$ for a distance of 155.671 metres; THENCE easterly on a bearing of $126^{\circ}47'09''$ for a distance of 131.169 metres more or less to the southwesterly corner of the said Lot 4; THENCE northerly and following in the sinuosities of the westerly boundary of the said Lot 4, the said westerly boundary being the natural boundary of the Fraser River according to Plan 2620 to the point of commencement

herein sometimes referred to as "the said land" or demised premises or premises and being on the location shown in heavy outline on the map or plan hereto annexed to the Indenture and containing in the aggregate 2.228 hectares, more or less, with the appurtenances thereto, save and except all such lands as may, under the provisions and conditions of these presents, be and become hereinafter withdrawn from the operation thereof. The Commission may make a reduction of rent proportionate to any reduction of area made in accordance with the terms of this paragraph.

(Water lots fronting Lots 4 and 5 of Plan 2640 and the Old Yale Road Road End)

2. The Mayor and Clerk are hereby authorized to execute the said lease on behalf of the City of Surrey, in the form attached hereto and forming Schedule "A" to this By-law.
3. This By-law shall be cited for all purposes as "Fraser River Harbour Commission Land Leasing By-law, 1998, No. 13538."

PASSED THREE READINGS on the 8th day of September, A.D., 1998.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 28th day of September, A.D., 1998.

_____ MAYOR

_____ CLERK

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This Indenture made in quadruplicate the 15th day of July,
A.D. 1998

BETWEEN:

FRASER RIVER HARBOUR COMMISSION,
a Corporation incorporated under the Statutes of Canada,
Chapter 32 of 13, Elizabeth II, having an office at
500 - 713 Columbia Street, in the City of New Westminster,
in the Province of British Columbia, V3M 1B2
(hereinafter called the "Commission")

OF THE FIRST PART

AND

CITY OF SURREY,
a body corporate having an office at
14245 - 56th Avenue , in the City of Surrey,
in the Province of British Columbia, V3X 3A2
(hereinafter called the "Lessee")

OF THE SECOND PART

Recital

WHEREAS in the lands hereinafter described form part of the harbour of the Fraser River vested in Her Majesty as represented by the Government of Canada.

AND WHEREAS the Lessee has applied for a lease of the lands hereinafter described for the purpose of a Park.

AND WHEREAS the Minister of Transport hath given authority for the issue of this lease of the hereinafter described lands to the Lessee upon the terms embodied in these presents.

Description

NOW THEREFORE THIS INDENTURE WITNESSETH that the Commission in consideration of the rents, covenants, provisos and conditions hereinafter reserved and contained, hath demised and leased, and, by these presents, doth demise and lease unto the Lessee:

All that portion of the Foreshore and Bed of the Fraser River described as follows:

COMMENCING at the northwesterly corner of Lot 4 of District lot 3, Group 2, Plan 2620, the said northwesterly corner bearing 308° 48' 40" and distant 14.326 metres more or less from the northeasterly corner of the said Lot 4,
THENCE westerly on a bearing of 298° 39' 40" for a distance of 132.991 metres;
THENCE southerly on a bearing of 223° 02' 04" for a distance of 155.671 metres;
THENCE easterly on a bearing of 126° 47' 09" for a distance of 131.169 metres more or less to the southwesterly corner of the said Lot 4;
THENCE northerly and following in the sinuosities of the westerly boundary of the said Lot 4, the said westerly boundary being the natural boundary of the Fraser River according to Plan 2620 to the point of commencement

herein sometimes referred to as "the said land" or demised premises or premises and

being on the location shown in heavy outline on the map or plan hereto annexed and containing in the aggregate 2.228 hectares, more or less, with the appurtenances thereto, save and except all such lands as may, under the provisions and conditions of these presents, be and become hereinafter withdrawn from the operation thereof. The Commission may make a reduction of rent proportionate to any reduction of area made in accordance with the terms of this paragraph.

Habendum TO HAVE AND TO HOLD the demised premises, herein referred to as "the said premises", unto the Lessee, and approved assigns for and during the term of Twenty (20) years to be computed from the 15th day of July in the year of our Lord One Thousand Nine Hundred and Ninety-Eight (1998) subject to the conditions hereinafter mentioned.

Reddendum YIELDING AND PAYING therefor unto the Commission for the term or period commencing on the 15th day of July, 1998, and ending on the 14th day of July, 2018, the rent or sum of One Hundred dollars (\$100.00) per annum, in lawful money of Canada, payable in advance on the 15th day of July in each year. Provided however that in the event the Lessee shall collect or charge rent, fees or tolls or other charges in respect to the use of the demised premises or the premises leased to the Lessee pursuant to that certain lease made in quadruplicate the 15th day of July, 1998 between the Commission and the Lessee for the demised premises described therein as shown cross-hatched on the Plan hereunto annexed, or any part thereof, the Commission shall be at liberty effective the date of commencement of the foregoing collection or charging to adjust the rent to the current waterlot rental established by Public Works Canada.

PROVIDED ALWAYS that, and these presents are issued and entered into upon and subject to the following stipulations, provisos and conditions, that is to say:

To Pay Rent 1. THAT the Lessee shall and will pay the rent hereby reserved in the manner aforesaid, and shall and will also pay all charges, taxes, rates and assessments whatsoever which shall during the said term, be charged upon or payable in respect of the demised premises.

Inspection and Repair 2. AND THAT it shall be lawful for the Commission, or any person thereunto authorized by it, at all reasonable times, during the term by these Presents created, and any renewal or renewals thereof, to enter upon the said premises and to examine the condition thereof and view the state of repair, and that the Lessee will repair according to notice at its own cost and to the satisfaction of the Commission.

Assignment 3. AND THAT the Lessee shall not, nor will not during the said term assign or sublet the said premises or any part thereof without the consent in writing of the Commission thereto being first had and obtained, such consent to be subject to such terms and conditions as the Commission may determine.

Use 4. AND THAT the lands and premises hereby demised and leased shall be used for the purpose of a Park only, and for no other purpose or purposes whatever.

Condition of Repair 5. AND THAT the Lessee hereby acknowledges that he has examined the said premises and is aware of the present condition of repair and the Lessee covenants and agrees that he will forthwith make any and all necessary repairs, if required by the Commission, to the said premises at his own cost and to the satisfaction of the Commission.

- Insurance** 6. THE LESSEE shall provide and maintain Commercial General Liability Insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property arising out of the activities of the Lessee under this Agreement. The Commission shall be added as an additional insured under this policy.
- Removal of Structures** 7. AND THAT the Lessee shall upon the expiration or sooner determination of this lease in any other manner except re-entry, if required by the Commission, at the Lessee's expense and to the satisfaction of the Commission, forthwith remove from the said premises all piles, dolphins, structures, erections, equipment, articles, materials, effects and things at any time brought or placed thereon by the Lessee and shall also to the satisfaction of the Commission repair all and every damage and injury occasioned to the said land by reason of such removal, or in the performance thereof, but the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatever; PROVIDED THAT unless required by the Commission, no goods, chattels, materials, effects or things shall be removed from the lands and premises of the Commission until all rent due or to become due under this lease is fully paid.
- Posting the area** 8. AND THAT the Lessee further covenants and agrees that it will at its expense post the area of the Lease in accordance with the by-laws of the Commission in force at the time.
- Upland** 9. IT IS UNDERSTOOD AND AGREED between the Parties hereto that if the upland owners request cancellation of this lease, that the same may be cancelled by the Commission at the expiration of TWELVE (12) months after notice in writing has been given by the Commissioners to the Lessee by registered mail addressed to the Lessee at its aforesaid address and at the expiration of the said TWELVE (12) months from the date of delivery of the said Notice, this lease shall ipso facto be cancelled and determined forthwith.
- Forfeiture** 10. AND THAT any assignment by operation of any law of bankruptcy or insolvency or any assignment for the benefit of creditors of the Lessee of the premises and privileges hereby conferred shall of itself be a forfeiture of the said premises and all rights and privileges hereunder, but no forfeiture hereunder shall be deemed to affect any rights or damages which may have accrued to the Commission against the Lessee by reason of any breach of any of the provisions herein contained.
- Formation of Land** 11. AND THAT the Lessee shall not during the term hereof deposit upon the lands hereby demised or any part thereof any earth or other material for the purpose of reclaiming, filling-in or raising the level of any portion of these lands, without the consent in writing of the Commission and then only in accordance with such terms, conditions and regulations as the said Commission may make.
- Easements** 12. AND THAT notwithstanding the rights and privileges of the Lessee herein contained, the Commission reserves the right to grant rights-of-way across, through, under or over any portion of the lands hereby demised for any purpose whatsoever, on the condition however that the rights-of-way so granted shall not unreasonably interfere with the rights granted by this Indenture, or with the Lessee's improvements on the lands hereby demised, and in the event that the Lessee's rights and improvements are interfered with, compensation shall be set at the sole discretion of the Commission and its decision as to compensation shall be final.

- Arrears** 13. AND THAT in the interpretation of this Indenture, rent not paid in advance shall be deemed to be rent in arrears, and carry with it all the incidents and remedies attaching by law to rent in arrears.
- Use of Lands** 14. AND THAT the Lessee will enter forthwith upon the lands hereby demised and make reasonable and diligent use of the same during the term hereof for the purposes aforesaid only.
- Compliance with Provincial Law** 15. AND THAT the Lessee shall observe and perform and comply with all the laws of the Province of British Columbia with respect to the use and occupation of land.
- Compliance with Law** 16. AND THAT the Lessee shall in all respects abide by and comply with all statutes, rules, regulations and by-laws of lawful authorities in any manner whatsoever affecting the said premises, or the exercise in any manner of rights arising hereunder, and to all rules, regulations and by-laws of the Commission.
- Disputes** 17. THE PARTIES agree that any dispute as to whether or not either party to this Lease is in default of the performance of the covenants to be performed by it and the remedies arising therefrom shall be referred to the British Columbia International Commercial Arbitration Centre pursuant to its Rules. The place of arbitration shall be Vancouver, British Columbia, Canada.
- Aids** 18. AND THAT the Lessee will at his own expense, and upon the request in writing of the Commission install and maintain such aids to navigation in or upon the said premises as shall be deemed necessary by the Commission.
- Approval** 19. AND THAT all structures to be erected upon the said premises shall be first approved by the Commission, and all such structures shall be constructed and maintained at the expense of the Lessee, and to the satisfaction of the Commission.
- Destruction of Buildings** 20. AND THAT if the said structures erected or hereafter to be erected by the Lessee upon the said land shall at any time be destroyed or partially destroyed by fire or the elements then the Lessee shall have the option to either
- a) declare that the lease shall cease and become null and void from the date of such damage or destruction and in such case the Lessee shall immediately vacate and surrender the premises to the Commission and the Lessee shall be liable for the rent only to the time of such surrender and the Commission may re-enter and repossess the premises discharged of this lease and may remove all persons and goods therefrom, and in such case the Lessee shall immediately vacate and surrender the premises to the Commission and, if required by the Commission, will remove structure in accordance with Clause 7 hereof; or
 - b) rebuild or repair the said structures PROVIDED that such rebuilding or repairs shall commence within SIXTY (60) Days of the date of such damage or destruction and shall continue to completion with all reasonable speed and diligence and PROVIDED FURTHER that the rent shall not cease to run during such period of rebuilding or repairing.
- Repair** 21. AND THAT the said Lessee shall during the continuance of the term hereby created keep the said structures in good repair.

- Risk** 22. AND THAT all structures, erections, materials and supplies, articles and effects and things at any time erected, brought, placed or being upon the said premises shall be entirely at the risk of the Lessee in respect of loss, damage, injury, destruction or accident from whatsoever cause arising.
- Waiver and Indemnification** 23. THE LESSEE DOES, for its own part, hereby waive for the future and as regards Third Parties shall at all times indemnify and save harmless Her Majesty the Queen in Right of Canada, her servants and agents and the Commission, its servants and agents from and against any and all claims, demands, losses, costs, reasonable solicitor and own client fees and disbursements, damages, actions, suits, and other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or thing done or maintained by virtue thereof or omitted to be so taken or maintained or the exercise in any manner of rights arising hereunder and without limiting the generality of the foregoing whether the same shall arise in consequence of a navigational accident or in connection with the construction of any works or the use and occupancy of the Land and any works thereon, and Her Majesty and/or the Commission may make good the same and recover the costs thereof from the Lessee; SAVE AND EXCEPT to the proportion and extent that any such claims, demands, losses, costs, reasonable solicitor and client fees and disbursements, damages, actions, suits, and other proceedings are the result of negligence of the Commission or Her Majesty and their agents and servants while acting within the scope of their duties or employment. And further save and except the foregoing obligation to indemnify and save harmless Her Majesty the Queen in Right of Canada her servants and agents and the Commission and its servants and agents shall not extend to substances hazardous to persons, property or the environment, including those listed in 32 (c) (i-vi), as existed on the demised premises prior to the commencement date of the term of this Lease.
- Default** 24(i). AND THAT in case of neglect or default of the Lessee to duly and regularly pay the rent, or observe any covenant, proviso, condition or stipulation contained or referred to in this Lease, upon written notice by the Commission by prepaid registered post addressed to the Lessee at its address aforesaid, or by a like notice posted in a conspicuous place on the demised premises, the Lessee shall forfeit absolutely all its interest in and to all or any portion of the lands hereby demised as specified in the notice, and all other rights and privileges hereby conferred shall at once (as to the part or parts so specified only) be absolutely void and of no effect without any actual re-entry on the part of the Commission or other proceeding whatsoever provided that the Commission shall nevertheless be entitled to recover from the Lessee any rent then accrued or accruing and moreover, that any right of action of the Commission against the Lessee in respect of any antecedent breach of the said covenants, provisos, stipulations or conditions shall not be thereby prejudiced.
- 24(ii). ALL EXPENSES, costs and payments including, without limitation reasonable solicitor and client fees and disbursements, payments to third parties, reasonably estimated staff and administration time costs as computed in the absolute discretion of the Commission, incurred by the Commission as a result of any default by the Lessee under its covenants and agreements in the Lease and in this regard the Commission may, but shall not be obligated to, perform or cause to be performed any of the Lessee's covenants and agreements when default occurs, shall be paid by the Lessee forthwith on demand and as additional rent at the option of the Commission, together with interest at a rate equal to FIVE (5%) per centum per annum above the prevailing prime rate then charged by the Commission's banker from the date any such expenses, costs and payments are incurred by the Commission until the same are fully paid and satisfied.
- 24.(iii). THE LESSEE covenants and agrees to observe and perform any covenant, proviso, condition or stipulation contained or referred to in that certain lease made in

quadruplicate the 15th day of July, 1998 between the Commission and the Lessee for demised premises described therein as shown crosshatched on the Plan hereunto annexed. The failure of the Lessee to duly and regularly observe and perform the covenants, provisos conditions or stipulations contained or referred to in that said lease shall constitute a default by the Lessee of its covenants, provisos, conditions and stipulations contained or referred to in this Lease.

- Notice** 25. AND THAT any notice, demand, notice of cancellation or default or other communication otherwise affecting the tenancy hereunder which the Commission may require or desire to give or serve upon the Lessee may be legally given and served by the Commission or any other officer of the Commission acting in its behalf, if mailed or posted in the manner hereinbefore provided.
- N.W.P.A.** 26. AND THAT nothing in these presents shall be held to absolve the Lessee from fulfilling in all respects the requirements of Part 1 of the Navigable Waters Protection Act, Chapter N22 of the Revised Statutes of Canada, 1985, and Amending Acts, and it is an express condition of this lease that no "work" within the meaning of said Part 1 shall be undertaken or constructed on the said land by the Lessee or shall be suffered or allowed by the Lessee to be constructed thereon until as regards such work the provisions of the said Part 1 shall have been fully complied with.
- Reservation** 27. AND THAT it is hereby declared that this demise is accepted by the Lessee upon the express condition and understanding that the Lessee shall have no recourse against Her Majesty the Queen or the Commission should Her Majesty's title or the title of the Commission to the said land be found to be defective or should these presents prove ineffectual by reason of any defect in such title.
- Removal by Order** 28. AND the Lessee shall, within THIRTY (30) days after written notice from the Commission, remove any buildings or other structure situate on the said land which, in the opinion of the Commission, should be removed for any reason.
- Misrepresentation** 29. AND THAT if this Lease has been secured by misrepresentation as to any material fact, this Lease may be summarily cancelled by the Commission in the manner hereinbefore provided.
- Ownership of Buildings and Erections** 30. AND THAT on the expiration or sooner determination of this lease, all buildings and erections put, erected or placed on the said land by the Lessee during the term by these presents created, or any renewal thereof, shall be and become the property of the Commission.
- Repossession for Public Purpose** 31. AND THAT, notwithstanding anything in this Lease contained, if the said premises or any portion thereof shall be required for public purposes, as determined by the Minister of Transport, possession of the same may at any time during the said term or any renewal thereof be resumed by the Commission upon SIX (6) months notice in writing by the Commission to the Lessee in which event the Commission shall pay to the Lessee the fair value of the buildings and erections on the said lands at the time of the giving of such notice such value in no case to exceed the amount actually expended on such buildings and erections and to be determined in case of dispute by arbitration as provided for in Clause 18.
- Environmental Conditions** 32. AND THAT the Lessee acknowledges that the granting of this Lease is conditional upon the observation and performance by the Lessee of the requirements as

follows:

Suitability and Inspection of the Lands

- a) The Lessee acknowledges and agrees that the Commission, its officers, servants and agents, have not made nor has the Lessee relied upon any representations from the foregoing as to:
- (i) the suitability of the Lands for use by the Lessee;
 - (ii) the existence, nature and extent of any Hazardous Substances on or from the Lands; and
 - (iii) the need to take any remedial action in relation to any Hazardous Substances on or from the Lands.

Furthermore, the Lessee acknowledges and agrees that it has been afforded all reasonable opportunity to inspect the Lands and to carry out such audits, investigations, tests and surveys necessary to ascertain the foregoing and has independently made all such inspections, audits, investigations, tests and surveys.

The Lessee acknowledges and agrees that the Lands are leased to it on an "as is" basis.

The Lessee hereby assumes any and all duties, obligations or liabilities under any relevant law in respect of the Lands, including but not limited to any costs, expenses or liabilities for any remedial action for any Hazardous Substances on or from the Lands arising from the use, directly or indirectly, of the Lands during the Term.

Hazardous Substances

- b) The Lessee covenants and agrees that it will not permit Hazardous Substances as defined herein or under any statute or regulation of any authority on the Lands during the Term.

In the event that Hazardous Substances are identified on the Lands or as arising from the Lands the Lessee shall at its expense:

- (i) immediately give the Commission notice of the existence of Hazardous Substances and thereafter provide the Commission in such time as may be required by the Commission written confirmation as to the extent and nature of the Lessee's compliance with the following provisions;
- (ii) promptly remove the Hazardous Substances from the Lands and restore the Lands to a condition satisfactory to the Commission and in a manner which conforms to all laws and regulations governing the removal of Hazardous Substances and the restoration of the Lands;
- (iii) if the Hazardous Substances have affected upland property or the Fraser River, to clean up, contain, remove or otherwise satisfactorily deal with the Hazardous Substances released or spilled on the said upland or Fraser River in a manner conforming with all laws and regulations governing the same and to the satisfaction of the Commission;
- (iv) if requested by the Commission, to obtain at the Lessee's cost and expense, an independent consultant designated or approved by the

Commission verifying the complete and proper removal, clean-up, or containment or other dealing with the Hazardous Substances or any default thereof;

- (v) to indemnify and save the Commission harmless for any loss, costs or damage arising from any governmental authority having jurisdiction requiring the clean-up, containment, removal or dealing with in any manner whatsoever of any Hazardous Substances held, released, spilled, abandoned or placed upon the Lands or released into the environment or upon upland property or the Fraser River.

Definition of Hazardous Substances

e) For the purposes of this Lease "Hazardous Substances" means any substance introduced to the demised premises after the commencement of the term of this Lease which is hazardous to persons, property or the environment and includes, without limiting the generality of the foregoing:

- (i) radioactive materials;
- (ii) explosives;
- (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
- (iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (a) endangers the health, safety or welfare of persons or the health of animal life;
 - (b) interferes with normal enjoyment of life or property; or
 - (c) causes damage to plant life or to property;
- (v) toxic substances; and
- (vi) substances declared to be hazardous, "special waste" or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Commission, the Lessee or the Lands.

Notwithstanding the foregoing if the Commission first consents in writing the Lessee may:

- (i) store fuel oil to be utilized to propel "motor vehicles" as defined in the Motor Vehicle Act, R.S.B.C. 1996, c.318 on the Lands; or
 - (ii) provided that it is in possession of all permits required by any governmental agency or the Commission, store explosives on the Lands.
- d) Any future construction proposals for the areas covered by this application are to be the subject of a formal "Application to Construct" submitted to the Fraser River Harbour Commission.
- e) There is to be NO FUELLING OR STORAGE OF FUEL or any other deleterious substance to aquatic life at this site.

- f) There is to be no discharge of untreated sewage or waste water to the Fraser River from this site. Sewage and waste water generated at this site is to be discharged to a sanitary sewer or approved sewage treatment facility.

Survival of Provisions

- g) The foregoing provisions shall continue and survive the expiration or earlier termination of this Lease;

which the Lessee covenants to observe and perform and agrees that a breach of any of these requirements shall constitute default under this Lease and the provisions of Clause 24 shall become operable at the option of the Commission.

**Environmental
Audit**

- 33. THE LESSEE further covenants and agrees with the Commission as follows:
 - a) The Commission by its agents or servants may upon reasonable notice enter on the Lands and improvements thereon and carry out inspections for the purpose of assessing whether Environmental Impairment (as hereinafter defined) is occurring or may occur and the Lessee agrees to cooperate with the Commission in this regard. Provided, however, that should the Commission determine in its sole opinion that an emergency situation has occurred, or is about to occur, the Lessee shall provide the Commission immediate access to the Lands and improvements.
 - b) The Lessee shall forthwith comply with all recommendations made by the Commission as a result of the inspection required to bring the Lands and improvements thereon and any use of the Lands and improvements into compliance with any act, enactment or regulation of any Federal, Provincial or Municipal authority.
 - c) The provisions aforesaid shall not constitute the Commission an agent for any authority or impose any obligation on the Commission to enforce compliance with any act, enactment or regulation of any Federal, Provincial or Municipal authority, nor are such inspections and/or recommendations or lack thereof made by the Commission to be construed as an approval of the Lessee's use of the Lands and improvements thereon.
 - d) For the purposes of the foregoing provisions Environmental Impairment means any and all bodily injury, property damage, and interference with or diminution of any environmental right or amenity protected by law arising out of any and all emissions, discharges, dispersals, disposals, seepages, releases or escapes of any liquids, solids, gaseous or thermal irritants into or upon land, the atmosphere or any water course or body of water or generations of smells, noises, vibrations, light, electricity, radiations, changes in temperature or any other sensory phenomena but not fire or explosion and property damage means physical injury to or physical destruction of tangible property, including loss of use of tangible property whether or not physically injured or destroyed.

Holding Over

- 34. PROVIDED ALWAYS AND THAT it is hereby agreed by and between the Parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Commission shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Lessee shall pay as rent during the time of such occupancy a rental to be determined at the discretion of the

Commission and shall be subject to the covenants and conditions herein contained so far as the same are applicable to tenancy at will.

Interpretation 35. AND THAT where the context allows the expression "Her Majesty" includes the successors and assigns of Her Majesty, and the expression "Lessee" includes the executors, administrators, successors and assigns of the Lessee or Lessees; and the expression "the Commission" includes the successors and assigns of the Fraser River Harbour Commission; and the singular or masculine shall include the plural or the feminine or the body politic or corporate.

Non-Registrability 36. THE LESSEE acknowledges and agrees that this Lease is not registrable and there is no obligation on the Commission to provide a registrable Lease either in respect to the demised premises or the Additional Lands or part thereof.

Testimonium IN WITNESS WHEREOF the Commission and the Lessee have executed these presents the day and year first above written.

Attestation THE CORPORATE SEAL of the FRASER RIVER HARBOUR COMMISSION was hereunto affixed in the presence of:

.....
M. JONES (CHAIRMAN)
.....
G. BRUSH (SECRETARY)
.....

SIGNED, SEALED AND DELIVERED by the Lessee in the presence of:

Name.....
Address.....
.....
Occupation.....

THE CORPORATE SEAL of the LESSEE was hereunto affixed in the presence of:

.....
.....

NOTE: If the Lessee is a partnership, this instrument must be signed and sealed by each member of the partnership. If the Lessee is a corporation, the Corporate Seal of the corporation must be affixed by such officers of the Corporation as are authorized to execute documents on behalf of the Corporation and must be accompanied by the signature and designation of these officers.