

CITY OF SURREY

BY-LAW NO. 12294

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

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

THE CRESCENT BEACH PROPERTY OWNERS' ASSOCIATION
(INC. NO. 23753);

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

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

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

THE CRESCENT BEACH PROPERTY OWNERS' ASSOCIATION
(INC. NO. 23753);
c/o BERYL KIRK, having an address at 2855
McKenzie Avenue, in the City of Surrey, Province
of British Columbia, V4A 3H5

for a term of five (5) Years commencing on the First (1st) day of September, 1992, and ending on the Thirty-First (31st) day of August, 1997; and yielding and paying therefor during the term hereof the clear annual rent of One Dollar (\$1.00) payable on the following days and times, that is to say One Dollar (\$1.00), upon the execution of these presents, the payment of which is hereby acknowledged, and One Dollar (\$1.00) on the annual anniversary dates of such initial payment up to and including the First (1st) day of September, 1996;

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:

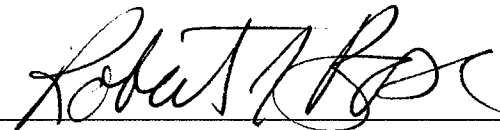
That portion of building situate on Lot 39 and Lot 40, Block 4, District Lot 52, Group 2, New Westminster District, Plan 2200, as shown outlined in heavy black line on the sketch attached to Schedule "A" to this By-law.

(Portion of 12160 Beecher Street)

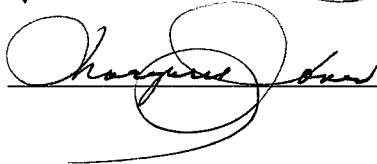
2. The Mayor and Clerk are hereby authorized to execute the said lease on behalf of the City of Surrey, in the form attached hereto and forming Schedule "A" to this By-law.
3. This By-law shall be cited for all purposes as "The Crescent Beach Property Owners' Association Land Leasing By-law, 1994, No. 12294."

PASSED THREE READINGS on the 9th day of May, A.D., 1994.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 16th day of May, A.D., 1994.



MAYOR



Deputy CLERK

CLKBLW 2622

Land Title Act
Form C
Province of British Columbia

GENERAL DOCUMENT (This Area for Land Title Office Use) **Page 1 of 8 pages**

1. Application: (Name, address, phone nbr. and signature of applicant)
Kim Willems, Agent for The City of Surrey
14245-56th Avenue
Surrey, B.C. V3X 3A2 591-4434

2. Parcel Identifier and Legal Description of Land: (PID)	(Legal Description)
012-589-861	Lot 39 Block 4 DI 52 Gp 2 NWD Plan 2200
012-589-896	Lot 40 Block 4 DL 52 Gp 2 NWD Plan 2200

3. Nature of Interest: Description	Document Reference (page & Paragraph)	Person Entitled to Interest
Lease	Pages 3 to 8, inclusive Entire Instrument	Transferee

4. Terms: Part two of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.
 (b) Express Charge Terms Annexed as Part 2
 (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument if (c) is selected, the charge in Item 3 is released or discharged as a charge on the land described in Item 2.

5. Transferor(s):

CITY OF SURREY, a Municipal Corporation having its offices at
14245 - 56th Avenue, Surrey, B.C., V3A 3X1

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

THE CRESCENT BEACH PROPERTY OWNERS' ASSOCIATION, (Inc. No. 23753) c/o
Beryle Kirk, 2855 McKenzie Avenue, Surrey, B.C., V4A 3H5.

7. Additional or Modified Terms: N/A

8. EXECUTION(S)

This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferors and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

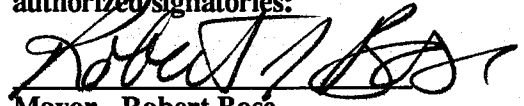
Execution Date

Transferor/Borrowers/Party Signature

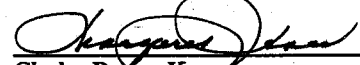
Y / M / D

___/___/___

CITY OF SURREY by its authorized signatories:



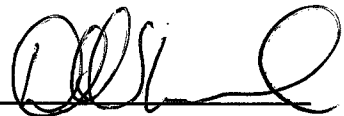
Mayor - Robert Bose



Clerk - Donna Kennedy

DEPUTY - MARGARET JONES

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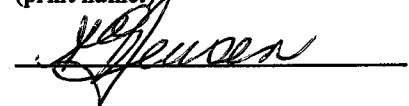


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THE CRESCENT BEACH PROPERTY OWNERS' ASSOCIATION by its authorized signatories:

S. JENSEN

(print name:)



OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1979, c.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act.

BETWEEN:

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

(hereinafter called the "City")

OF THE FIRST PART

AND:

THE CRESCENT BEACH PROPERTY-OWNERS' ASSOCIATION
c/o Beryl Kirk
2855 McKenzie Avenue
Surrey, B.C.
V4A 3H5

(hereinafter called the "Association")

OF THE SECOND PART

WHEREAS the City is the owner in fee of those certain lands and any buildings situate thereupon and being in the City of Surrey in the Province of British Columbia and being more particularly known and described as:

Lot 39 and Lot 40, Block 4, District Lot 52, Group 2, New Westminster District Plan 2200 and;

WHEREAS the City has agreed to lease to the Association certain lands and any buildings situate thereupon, in order that the Association may actively promote the use of the said lands and buildings for the community use and use, occupy and enjoy the lands and buildings thereon for the term of this lease, upon the terms and conditions and subject to the provisos herein contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Association to be observed and performed, the City demises and leases to the Association and the Association rents from the City that certain parcel of land and buildings situated thereupon and being in the City of Surrey, in the Province of British Columbia, described as:

that portion of building situate on Lot 39 and Lot 40, Block 4, District Lot 52, Group 2, NWD Plan 2200 as shown outlined in heavy blackline on sketch attached as Schedule "A"

(Hereinafter referred to as "the Premises")

1. The following words and phrases wherever used in this Lease shall have the meaning hereinafter specified, that is to say:
 - (a) "Community Hall" shall mean the building or premises upon the demised lands.
 - (b) "City Manager" shall mean the person duly appointed from time to time by the City Council for the City of Surrey.
 - (c) "Parks and Recreation Commission" shall mean that body appointed by City Council under By-law 1970, No. 3113.
 - (d) "General Manager, Parks and Recreation" shall mean the person duly appointed from time to time by the City Council for the City of Surrey.
 - (e) "General Manager, Corporate Services" shall mean the person duly appointed from time to time by the City Council for the City of Surrey.
2. The Lease shall be for a term of five (5) years commencing on the first day of September 1992 and ending on the last day of August 1997 at an annual rent of ONE DOLLAR (\$1.00) payable as follows: ONE DOLLAR (\$1.00) upon the execution of these presents, the payment of which is hereby acknowledged, and ONE DOLLAR (\$1.00) on each of the annual anniversary dates of such initial payment up to and including the first day of September 1996.
3. The General Manager, Parks and Recreation may, at this option, from time to time during the term of this Lease, review the operations of the Community Hall administered by the Association.

The General Manager, Corporate Services may, at any time during the term of this Lease, review the maintenance and repairs administered by the Association.

The City may terminate this lease if the conditions of the Lease are not being adhered to or the Community Hall is not being used to the benefit of the residents of Surrey.
4. The City shall, at all times, keep the Community Hall insured against loss by fire, in an amount equal to the appraised value of the buildings as from time to time determined by the City. In case of the destruction or damage of the premises by fire, the monies received in respect of such insurance shall be disbursed in rebuilding or in reinstating the same.
5. The Association shall, through the currently of this Lease, obtain, maintain and pay for the following insurance coverage:
 - (a) A policy of public liability insurance in a minimum sum of \$2,000,000.00, and

- (b) A policy of insurance to cover the contents of the building at replacement cost.

The City shall be named insured in each of the policies set out herein and a copy of each policy shall be delivered to the City upon the Execution of these present and on each of the annual anniversary dates as set out herein.

Should the Association fail to adhere to the terms of this paragraph, the City may effect such insurance and recover the cost of same from the Association, which the Association agrees to pay promptly upon receipt of an invoice for same.

- 6. The Association shall and does hereby agree to indemnify and save harmless the City from all claims, actions, causes of actions, loss, damage, expense and costs whatsoever, made by any person arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise with respect to the operation of the said Premises.
- 7. The Association shall actively promote the use of the Community Hall for community use within the financial ability of the Association and, without limiting the generality of the foregoing, have complete charge of the administration of the Community Hall and shall determine scheduling of the available facilities according to the following conditions:
 - (a) The Association shall have first priority in scheduling and booking activities and events for the community and for itself.
 - (b) Parks and Recreation Commission programs and activities shall have second priority in scheduling its programs and activities into the Community Hall, after the Association's schedule has been developed, at times when no loss of activity or revenue occurs to the Association.
 - (c) The Association shall retain the right to cancel a commission sponsored program for a "special program or event" being conducted by/for the community, when a minimum of 48 hours' notice is given to the Commission. Parks and Recreation Commission sponsored programs shall have free use of the Community Halls when the facilities are otherwise not booked or scheduled.

Otherwise, the Association shall determine rents thereto, and shall be empowered to carry on those activities incidental to the providing of funds for the operation of the Community Hall for the term of this Lease.

- 8. The Association agrees to accept responsibility for all operational costs arising from the administration of the Community Hall as follows: fuel, water, power, janitorial services and supplies, garbage collection, telephone, cablevision, liability insurance, contents insurance, running repairs, maintenance and repairs of malicious damages.

The City agrees to accept responsibility for fire insurance on the building only, City taxes and maintenance of the grounds and landscaped areas.

9. The Association shall maintain the Community Hall in good repair and shall maintain the Premises, its services and appurtenances to the satisfaction of the General Manager, Parks and Recreation and the General Manager, Corporate Services, insofar as the financial resources of the Association shall permit.

The Association is responsible for all maintenance and repair to the interior and exterior of the building, including walkways and sidewalks but excluding parking lots.

The City is responsible for the maintenance of landscaped areas and grass cutting.

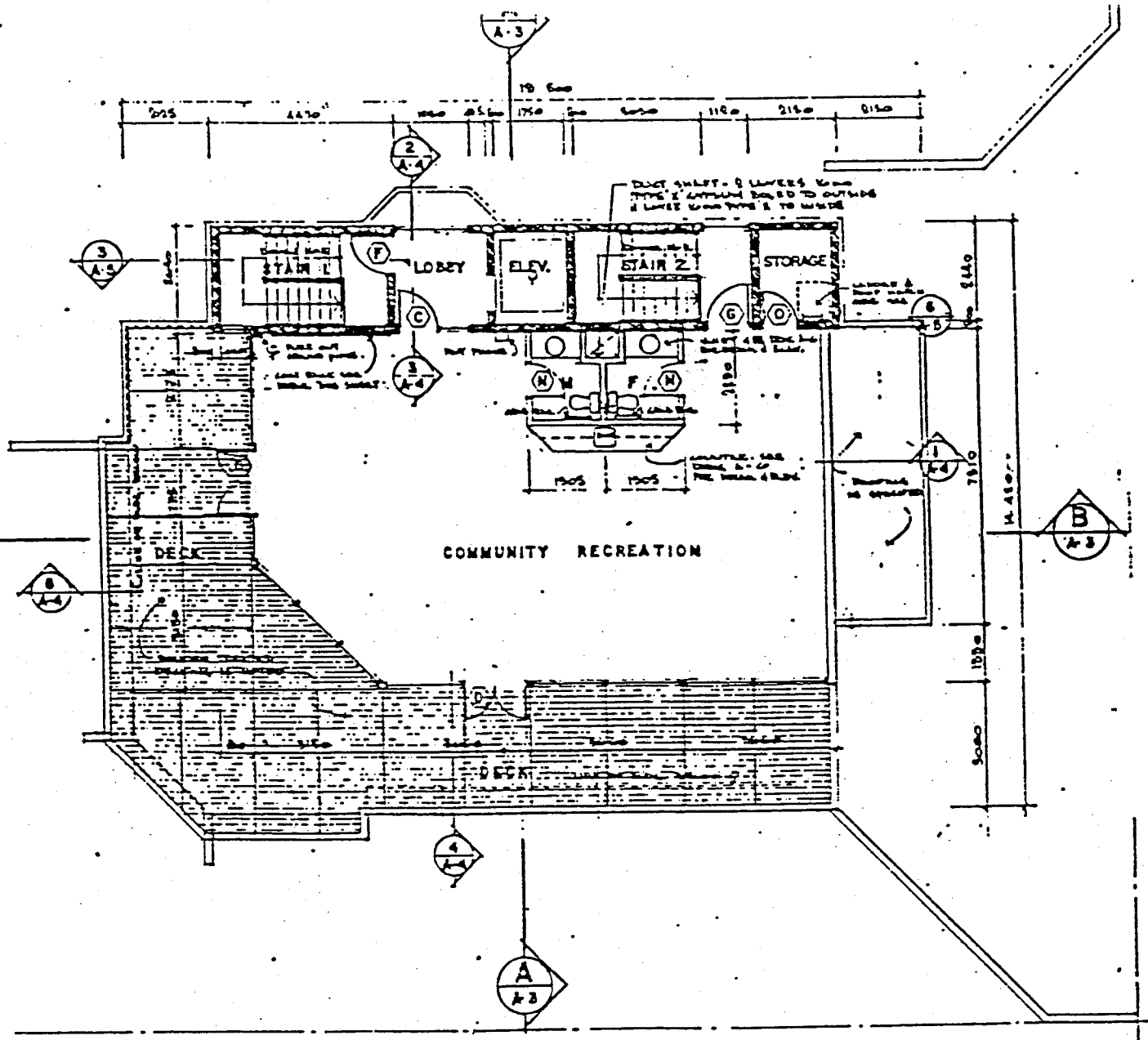
The City is responsible for the maintenance of parking lots, parking lot lighting and water, sewer, electrical and gas connections to the building. The Association shall be able, with the prior written consent of the General Manager, Parks and Recreation and the General Manager, Corporate Services, to make such alterations or additions to the Community Hall as are necessary or desirable for the conduct of its business. Any such alterations or additions must be inspected and approved by the Planning and Development Services Department before occupancy is permitted.

10. It is agreed by the parties hereto that should the City at any time during the term of this lease wish to further develop the within Premises, that the Association shall surrender the administration of so much of the said lands as are necessary to accommodate the further development.
11. The Association shall maintain its corporate existence as a society and shall file an annual report incidental to the operation of the facility with the City by the end of the last day of February of each year. The annual report shall include the following information:
- (a) Annual Program Schedule Summary
 - (b) Audited Year-End Financial Statement
 - (c) Current Facility Rental Schedule
 - (d) Evidence of a Valid Two Million Dollar Liability Insurance Policy and the insurance required
 - (e) Results of Annual Election of Officers (copy of Form 11 Section 68 - Societies Act)
 - (f) Notification Regarding Changes to Constitution/By-laws
12. Any alterations, improvements and fixtures made and installed upon the Premises at the expense of the Association shall immediately, upon affixation, be considered part of the Premises and shall remain upon and be surrendered with the premises upon termination of the Lease.
13. The Association, its sub-tenants and their respective servants and agents, shall comply at all times during the term of this Lease with all laws, statutes, by-laws, ordinances, regulations or other lawful requirements of any governmental authority having jurisdiction.

14. The City Manager shall be empowered to take over the operation of the Community Hall if in his opinion the Association is in breach of the conditions of this Lease.
15. The Association may, before the end of the term herein, by giving to the City two (2) months' written notice request renewal of this Lease.
16. If, in the sole discretion of the General Manager, Parks and Recreation, he shall determine that any or all of the activities being carried on by the Association at the Community Hall shall constitute a nuisance or be inimical to the best interest of the City then he, on behalf of the City, shall have the right to enter upon and seize possession of the Community Hall and by written notice mailed to the Crescent Beach Property Owners Association 2855 McKenzie Avenue, in the City of Surrey, Province of British Columbia, terminate this Lease as of the date of the stated letter.

PROPRM167

SCHEDULE A



UPPER FLOOR PLAN PLUMB FLOOR ELEV. 4.870 -