



BYLAW NO. 72

A BYLAW TO AUTHORIZE ENTERING INTO AGREEMENTS TO LEASE REAL PROPERTY AND TO PROVIDE FOR THE OPERATION OF SERVICES ON BEHALF OF THE REGIONAL DISTRICT

WHEREAS the former Comox Strathcona Regional District has, by Bylaw No. 2096, been authorized to provide the service of community parks within and for the benefit of Electoral Area B (Cortes Island);

AND WHEREAS a service of the former Comox Strathcona Regional District that is provided within the area comprising the Strathcona Regional District remains in force as a service of the Strathcona Regional District;

AND WHEREAS the Strathcona Regional District may, pursuant to s.176 of the *Local Government Act*, make agreements respecting the operation of its services and the management of its property;

AND WHEREAS the Strathcona Regional District wishes to lease real property known as the Cortes Skate Park and to enter into an agreement for the operation of services associated therewith;

NOW THEREFORE the Board of Directors of the Strathcona Regional District, in open meeting assembled, enacts as follows:

Lease Agreement Authorized

1. The Strathcona Regional District is authorized to enter into an agreement with the Southern Cortes Community Association for the lease of real property known as Cortes Skate Park and legally described as that part of Lot A of Section 7, Sayward Land District, Plan VIP51538 shown outlined in bold on Schedule 'A', attached to and forming part of this bylaw.

Operations Agreement Authorized

2. The Strathcona Regional District is further authorized to enter into an agreement with the Southern Cortes Community Association for the operation of services at the Cortes Skate Park.

Form and Substance

3. The agreements referenced in Section 1 and Section 2 shall substantially comply with those shown in Schedule 'B' and Schedule 'C' respectively, attached to and forming part of this bylaw.

Authority to Execute

4. The Chair and Corporate Officer shall have full authority to execute the agreements following adoption of this bylaw.

Repeal

5. Southern Cortes Community Association Lease and Agreement Bylaw No. 2376, 2001 is repealed.

Effective Date

6. This bylaw shall take effect on September 1, 2010.

Citation

7. This bylaw may be cited for all purposes as Cortes Skate Park Property Lease and Service Agreement Authorization Bylaw No. 72, 2010.

READ A FIRST TIME ON THE 24TH DAY OF JUNE , 2010

READ A SECOND TIME ON THE 24TH DAY OF JUNE, 2010

READ A THIRD TIME ON THE 24TH DAY OF JUNE, 2010

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 24TH DAY OF JUNE, 2010



Chair

Corporate Officer

SCHEDULE 'A'

REFERENCE PLAN TO ACCOMPANY LEASE OF PART OF LOT A, SECTION 7, CORTES ISLAND, SAYWARD DISTRICT, PLAN VIP51538 FOR LEASEHOLD PURPOSES, LEASE AND APPROVAL OF THE APPROVING OFFICER TO EXPIRE ON THE _____ DAY OF _____, 2007

PLAN VIP _____

Placed in Section 10(1) (b) of the Land Title Act.
B.C.O.S. 55K 008

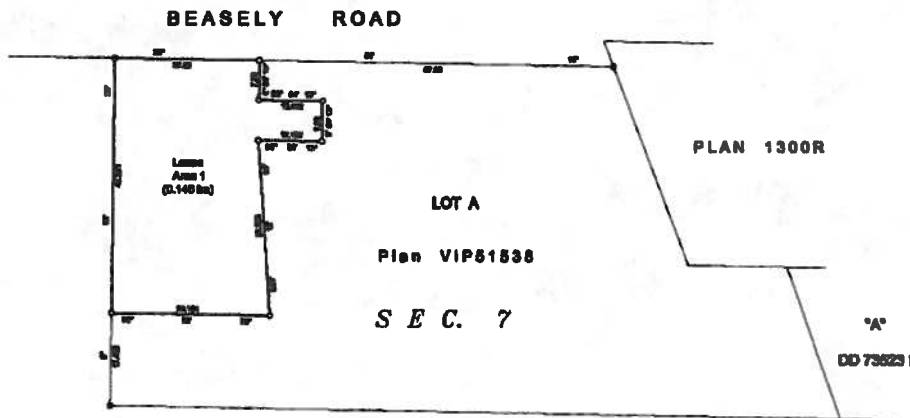
Deposited in the Land Title Office of Victoria, B.C.,
This _____ day of _____, 2007.

SCALE 1:200 metric
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND

Readings are referenced to the datum referred to in Plan VIP51538

- Includes standard from post found
- Includes standard from post placed



REM. E. 1/2 of the FR. N.E. 1/4 SEC. 7

Approved under the Land Title Act.
On _____ day of _____, 2007.

Registered Owner:
Southern Cortes Community
Association, Society No. 4873

Appraising Officer
For The Ministry of Transportation

Authorized Signatory _____

Authorized Signatory _____

Witness (as to both signatures) _____

Occupation _____

Address _____

I, COLIN BLURFOOTE, British Columbia Land Surveyor,
of Courtenay, in British Columbia, certify that I was
present at and personally supervised the survey and plan
represented by this plan, and that the survey and plan
are correct. This field survey was completed
on the 2nd day of May, 2007. This plan was
completed and checked, and the checklist filed under
_____, on the _____ day of _____, 2007

CHUCKLE BARRON-LAND SURVEYORS
and REGISTERED CIVIL
ENGINEERS
CORPORATE, ENGINEERS AND ARCHITECTS
P.O. Box 1000
V1A 2S8
Tel: (250) 337-0000
Fax: (250) 337-0000
Web: www.barron-land.com

THIS PLAN LIES WITHIN
THE REGIONAL DISTRICT OF COMOX-GALAXIDIANA

B.C.L.S.



SCHEDULE 'B'

Lease #02M-2010

THIS AGREEMENT DATED for reference the 1st day of September, 2010;

BETWEEN:

SOUTHERN CORTES COMMUNITY ASSOCIATION

P.O. Box 222
Manson's Landing, BC
V0P 1K0

(the "Community Association")

AND:

STRATHCONA REGIONAL DISTRICT

301 – 990 Cedar Street
Campbell River , B.C.
V9W 7Z8

(the "Regional District")

WHEREAS

- A. The Community Association owns the property situated in Manson's Landing, Cortes Island, British Columbia legally described as Lot A, Plan VIP51538, Section 7, Sayward Land District, Cortes Island (the "Lands");
- B. With financial assistance from the Regional District, the Community Association built a community play court and outhouse (the "Play Court") on the Lands which is primarily used for skateboarding and basketball;
- C. The Regional District has agreed to assist the Community Association with the operation and maintenance of the Play Court on the Lands;

IN WITNESS WHEREOF, the parties hereto agree as follows:

The Community Association agrees to lease a portion of the Lands to the Regional District on the following terms and conditions:

1. Premises

The Community Association leases to the Regional District approximately 1480m² (0.366 acre) of the Lands described as "Lease Area 1" on the Reference Plan to Accompany Lease set out in Appendix '1' and annexed to this Lease (hereinafter called the "Leased Premises").

2. Term

For the term of three years commencing on the 1st day of September, 2010 and ending on the 31st day of August, 2013.

3. Use

The Regional District shall use the Leased Premises for the Play Court..

4. Rent

During the term, the Regional District shall pay to the Community Association an annual rent of one dollar (\$1.00) payment of which is hereby acknowledged.

5. Regional District's Covenants

The Regional District covenants with the Community Association:

Rent

- a) to pay all rents reserved under this lease.

Construction

- b) that it will not construct any buildings or structures on the Leased Premises other than the Play Court except with the written consent of Community Association, which consent will not be unreasonably withheld;

Assign or Sublet

- c) that it will not assign nor sublet without the written consent of the Community Association, which consent will not be unreasonably withheld;

Insurance

- d) that it will ensure the Leased Premises are covered by the general liability insurance coverage available to Regional District through the Municipal Insurance Association, naming the Community Association as an additional insured and provide the Community Association with written confirmation of same;
- e) that if both the Community Association and the Regional District have claims to be indemnified under any insurance required by this lease, the indemnity shall be applied first to the settlement of the claim of the Community Association and the balance, if any, to the settlement of the claim of the Regional District;

Indemnification

- f) with the exception of any claims arising from the negligence and/or responsibility of the Community Association that it will indemnify the Community Association from and against all lawsuits, damages, losses, costs of expenses which the Community Association may incur by reason of the use of the Leased Premises by the Regional District or the carrying on upon the Leased Premises of any activity in relation to the Regional District's use of the Leased Premises and in respect of any loss, damage or injury sustained by the Regional District, or by any person while on the Leased Premises for the purpose of doing business with the Regional District or otherwise dealing with the Regional District, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall commence upon signing of this lease and shall survive the expiry or sooner determination of this lease;

Possession

- g) that it will at the expiration or sooner determination of this lease peaceably surrender and give up possession of the Leased Premises without notice from the the Community Association, any right to notice to quit or vacate being hereby expressly waived by the Regional District, despite any law or custom to the contrary.

6. Community Association's Covenants

The Community Association covenants with the Regional District:

- a) for quiet enjoyment;
- b) that the Community Association has disclosed to the Regional District all hazards and unsafe conditions, whether arising naturally or as a result of deterioration of structures or the presence of structures, obstructions, materials or substances placed on the Leased Premises to the extent that the Community Association has knowledge of these activities;
- c) that the Community Association has not deposited any environmental contaminant on the Leased Premises, is not aware of the placement or deposit of any environmental contaminant on the Leased Premises and will indemnify and save harmless the Regional District from and against any lawsuits, damages, losses, costs or expenses, including costs of remediation under the *Waste Management Act* which the Regional District may incur by reason of the presence on the Leased Premises of environmental contaminants deposited on the Leased Premises or which have been placed on the Leased Premises prior to the commencement of Term of this lease;

7. Miscellaneous Covenants

It is hereby mutually agreed:

Holding Over

- a) that if the Regional District holds over following the Term and the Community Association accepts rent, this lease becomes a tenancy from month to month subject to the same terms and conditions as contained in this lease;

Time

- b) that time shall be of the essence of this lease;
- c) that either party may terminate this lease by giving thirty (30) days written notice of termination and the termination shall be effective at the expiration of the thirty (30) day period;
- d) that this lease may be extended for a period of up to 36-months upon mutual agreement of the parties.

Notices

- e) that any notice required to be given under this lease shall be deemed to be sufficiently given:
 - i) if delivered, at the time of delivery, and
 - ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Regional District: Strathcona Regional District
 #301-990 Cedar Street
 Campbell River, B.C.
 V9W 7Z8

If to the Community
Association P.O. Box 222
 Manson's Landing, BC
 V0P 1K0

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute then the notice may only be given by actual delivery of it;

Binding Effect

- f) that this lease shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assigns;

Amendment

- g) that the parties hereto may by agreement amend the terms of this lease, such amendment to be evidenced in writing and executed by both parties;

Law Applicable

- h) that this lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;

Interpretation

- i) that when the singular or neuter are used in this lease they include the plural or the feminine or the masculine or the body politic or corporate, as the case may be, where the context or the parties require;
- j) all provisions of this lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;

APPENDIX '1' - 'Reference Plan to Accompany Lease'

REFERENCE PLAN TO ACCOMPANY LEASE OF PART OF LOT A, SECTION 7, CORTES ISLAND, SAYWARD DISTRICT, PLAN VIP51538 FOR LEASEHOLD PURPOSES, LEASE AND APPROVAL OF THE APPROVING OFFICER TO EXPIRE ON THE _____ DAY OF _____, 2007

Placed in Section 88(1)(c) of the Land Title Act.
B.C.S.S. 88K 408

Deposited in the Land Title Office of Victoria, B.C.
This _____ day of _____, 2007.

Scale 1:200 metric
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND
Bearings are abstracted and are referred to Plan VIP51538

- Indication abstracted from post found
- Indication abstracted from post placed

PLAN VIP _____

County Register _____

BEASELY ROAD

Lot Area 1 (0.140 ha)

LOT A
Plan VIP51538
S E C. 7

PLAN 1300R

"A"
DD 73623 I

REM. E. 1/2 of the FR. N.E. 1/4 SEC. 7

Approved under the Land Title Act.
On _____ day of _____, 2007.

Approving Officer
For The Ministry of Transportation

Registered Owner:
Southern Coast Community
Association, Society No. 4879

Authorized Signatory _____
Authorized Signatory _____
Witness (to both signatories) _____
Occupation _____
Address _____

I, COLIN BURRIDGE, British Columbia Land Surveyor, of Courtenay, in British Columbia, certify that I was present at and personally supervised the survey represented by this plan, and that the survey and plan are correct. The field survey was completed on the 2nd day of May, 2007. The plan was completed and checked, and the draft filed under # _____, on the _____ day of _____, 2007.

THIS PLAN LIES WITHIN
THE REGIONAL DISTRICT OF COMOX-STRATHCONA

B.C.L.S.

CHITKALE SURVEYING LEASE AGREEMENT and RECORDATION LTD.
25 - 1850 DOWNSIDE STREET,
DOWNSIDE, VICTORIA, B.C.
Phone: (250) 389-4000
Fax: (250) 389-4000
Web: www.chitkalesurveying.com



SCHEDULE 'C'

**Maintenance &
Operation Agreement
#02M-2010**

THIS AGREEMENT DATED for reference the 1st day of September, 2010;

BETWEEN:

SOUTHERN CORTES COMMUNITY ASSOCIATION

P.O. Box 222
Manson's Landing, BC
V0P 1K0

(the "Community Association")

AND:

STRATHCONA REGIONAL DISTRICT

#301 – 990 Cedar Street
Campbell River , B.C.
V9W 7Z8

(the "Regional District")

WHEREAS

- A. The Regional District has leased from Community Association that portion of Lot A, Plan VIP51538, Section 7, Sayward Land District, Cortes Island as shown in Appendix '2' annexed to this agreement, for the purpose of an outhouse ("Outhouse") and a community play court (the "Play Court") suitable for activities such as skateboarding and basketball;
- B. The Community Association has agreed to provide services to maintain and supervise the use of the Play Court and Outhouse (the "Facilities").

NOW THEREFORE in consideration of the payment of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Community Association, together with the covenants, obligations, conditions and agreements hereinafter contained, the Community Association and the Regional District covenant and agree as follows:

TERM

1. For the term of three years commencing on the 1st day of September, 2010 and ending on the 31st day of August, 2013. (hereinafter called "the term" and "the commencement date" respectively).

OPERATION

2. The Community Association shall operate the Facilities only for the purposes of recreational activities.

COVENANTS OF THE COMMUNITY ASSOCIATION

3. The Community Association covenants with the Regional District:
 - a) to make the Play Court available for community use and to provide advice and assistance to the community in developing and organizing activities at the Play Court.;
 - b) to keep and maintain the Facilities in a safe, clean and sanitary condition, and in good repair and condition; and to repair any part upon written notice by the Regional District;
 - c) to inspect the Facilities for hazards on a regular basis and to keep a record of these inspections;
 - d) to allow the Regional District's authorized officials and employees access to the Facilities at all reasonable times to view the state of repair of the Facilities and review the operations of the Community Association in relation to this Agreement;
 - e) not to carry on or do or allow to be carried on or done on the Facilities anything that:
 - i. may be or become a nuisance to the Regional District or the public,
 - ii. increase the hazard of fire or liability of any kind,
 - iii. increase the premium rate of insurance against loss by fire or liability upon the Facilities,
 - iv. invalidates any policy of insurance for the Facilities, or
 - v. directly or indirectly causes damage to the Facilities.
 - f) to provide the Regional District with 30 days notice of new activities and special events it proposes to conduct on the site;
 - g) to take sole responsibility for all servants, employees, agents, contractors and subcontractors the Community Association may engage and ensure all activities and operations of such persons are conducted in compliance with the terms and conditions of this Agreement;
 - h) to develop and continue and enforce reasonable rules and regulations regarding the management, maintenance, improvement, operation, control and use of the Facilities.
 - i) to submit to the Regional District by the first day of January, April, July and October a copy of inspection records, purchase contracts, service agreements and policy decisions regarding the development and operation of the Facilities from the previous three months;
 - j) to observe and comply with all applicable laws, regulations, bylaws, orders and directions of those authorities having jurisdiction, in relation to the Facilities;
 - k) to pay as they become due all charges for all utilities, including gas, oil, telephone and electric used for the Facilities;

- l) to pay all accounts and expenses incurred in relation to its use of the Facilities, including, without restricting the generality of the foregoing, accounts for the supply of labour, materials, or subtrades that might give rise to liability on the part of the Regional District under the *Builders Lien Act* in relation to any construction upon or improvement on the Facilities and will indemnify and save harmless the Regional District from and against any and all claims of lien arising in relation thereto;
- m) on the expiration or earlier cancellation of this Agreement:
 - i. to peaceably quit and deliver vacant possession of the Facilities and its improvement to the Regional District in a safe and sanitary condition,
 - ii. to remove improvements the Regional District may, in writing, direct or permit to be removed.
- n) to neither remove nor permit removal of any buildings, structures or other improvements on the Facilities except as expressly permitted or required by Regional District;
- o) not to construct anything upon, or make or place improvements on the Facilities without first obtaining the written consent of the Regional District, which consent shall not be unreasonably withheld.

INSURANCE

- 4. The parties agree:
 - a) The Regional District shall require the Community Association to take out and maintain during the Term, a policy of general public liability insurance against claims for bodily injury, death or property damage arising outside the scope of activities and services listed in Appendix "1" in the amount of not less than Three Million (\$3,000,000.00) Dollars per single occurrence or such greater amount as the Regional District may from time to time designate, naming the Regional District as an insured party thereto and shall provide the Regional District with a Certificate of Insurance confirming same.
 - b) In the event of any injury to person/s on the Facilities and/or involved in Appendix "1" services and activities or loss of or damage to the Facilities the Community Association shall forthwith notify the Regional District of such event and thereafter co-operate fully and in all respects with the Regional District, its insurers, adjusters, solicitors, and any other persons involved in the adjustment and resolution of such claims as may arise from any such event;
 - c) Failure to notify the Regional District within one week of knowledge of an injury or loss may result in the Community Association assuming any potential liability;

INDEMNITY

- 5. The Community Association agrees to indemnify and save harmless the Regional District from and against any and all manner of actions, causes of action, claims, losses, liabilities, costs, demands and expenses whatsoever suffered or incurred by the Regional District as a result of or arising from the Community Association's construction, use, operation and management of the Facilities and this indemnity shall survive the expiry or sooner determination of this agreement.
- 6. In the event that additional agencies or associations use the Facilities then a requirement of their use shall be that they hold liability insurance of not less than Two Million (\$2,000,000)

Dollars per occurrence and which includes the Regional District and the Community Association as additional insured per 4 above.

ASSIGNMENT

7. The Community Association shall not assign, mortgage, sublet or transfer this Agreement without the prior consent of the Regional District.

BUDGET AND FINANCIAL STATEMENTS

9. The Community Association shall maintain at all times, accurate books of account, in which all income and expenses from and of its operating of the Facilities shall be recorded in accordance with generally accepted bookkeeping and accounting principles, as appropriate which records shall be open for the Regional District to inspect and to make copies thereof upon reasonable notice to the Community Association.
10. a) The Community Association shall prepare and forward to the Regional District on or before September 15th of each year during the Term, a draft budget reflecting its anticipated expenses for the next five fiscal years in relation to the Facilities along with a current financial statement for Regional District funding;
- b) The budget must contain details as to the funds anticipated to be required by the Community Association for the annual operation of the services as set out in Appendix "1", both of a capital and operating nature, together with its anticipated gross revenues from its operations and shall clearly differentiate between capital and operating expenses.

FUNDING

11. The parties acknowledge that the funding to be provided by the Regional District is an important and essential factor in the ability of the Community Association to provide the services. The Regional District will provide funding for each calendar year to the Community Association on the basis of an approved budget of the Community Association and subject to the approved Final Budget of the Regional District. In particular the parties agree:
 - a) Amounts included in the annual requisition and retained by the Regional District are as follows:
 - i. capital moneys agreed to be expended directly by the Regional District for the Facilities;
 - ii. funds estimated to be payable for liability insurance coverage provided by the Regional District through it's regular liability insurance program; and
 - iii. an administration charge for the Regional District.
 - b) Except as noted in 16 a) the Community Association shall be responsible for the payment of all costs of provision of the services, and of operation, upkeep, maintenance and repair of the Facilities, as budgeted, and of provision of all staff, contractors, or volunteers for all such purposes;
 - c) In the event the Community Association fails to regularly pay such accounts, or expenses for the Facilities, the Regional District may make payment of those, if, after 15 days notice in writing to the Community Association such account/s remain unpaid, and deduct the amount paid from the next requisition of funds by the Community Association;

- d) The Regional District will pay operating funds to the Community Association on a quarterly basis as follows:
 - i. in January, 1/4 of the amount approved in the Provisional Budget for the current year,
 - ii. in April, 1/4 of the amount approved in the Budget for the current year subject to a pro-rata adjustment for January through March for differences in the budget amounts approved for the Provisional and Final Budgets, and provided that the Community Association has complied with its obligations as to financial statements, budgeting, and annual reports as herein required,
 - iii. in July, 1/4 of the amount approved in the Budget for the current year, and
 - iv. in October, 1/4 of the amount approved in the Budget for the current year.
- e) The Regional District will pay capital moneys, agreed to be expended by the Community Association for the Facilities, on the following basis:
 - i. 80% of the total project funds required at the start of the project; and
 - ii. the final 20% of the amount after final inspection by the Regional District.
- f) The Community Association may set and charge admission fees to the Facilities. Any funds collected shall be spent on repairs or improvements to the Facilities.

MANAGEMENT COMMITTEE

12. The Board of Directors of the Community Association shall appoint a Management Committee of two to four people including at least one a member of Community Association. The Management Committee shall:
- a) act in general as liaison between the Community Association and the Regional District on all matters arising from or under this agreement; and
 - b) meet with staff or Board Members of the Regional District on an agreed basis, to review this agreement and the provision of the services by the Community Association.

The Community Association shall provide the Regional District with the names and contact information for all members of the Management Committee.

PROVISOS

13. Provided always and it is further understood and agreed between the parties that:
- a) if the Regional District permits the Community Association to hold over after the expiration of the Term hereinbefore reserved, or any termination by notice, this Agreement shall be from month to month only, and not for years, upon those terms and conditions herein contained, unless otherwise agreed to by the parties in writing;
 - b) the Community Association's access to the Facilities is exercised pursuant to a Highway Access Permit granted to the Community Association by Her Majesty in Right of British Columbia, which access is essential to the services to be provided by the Community Association pursuant to the agreement; each party agrees to do all acts necessary to continue such access, and, if such access cannot be continued, to locate and facilitate alternative access to the Facilities;
 - c) all disputes between the Regional District and Community Association concerning the terms of this Agreement, or the rights, duties, and obligations of the parties hereunder shall be resolved by arbitration by a single arbitrator agreed to between the parties, or

failing agreement, appointed by a judge of the Supreme Court of British Columbia; such arbitration shall be an arbitration pursuant to the *Commercial Arbitration Act* (B.C.), and governed by the provisions of that Act and its regulations;

- d) all Appendices annexed to this Agreement form an integral part of this Agreement.

EVENTS OF DEFAULT

14. Provided also that this Agreement and the terms granted shall determine and be at an end in the event that:

- a) the Community Association shall fail to perform any of its obligations hereunder and such failure shall continue beyond 60 days from delivery by the Regional District to the Community Association of written notice specifying the failure, and requiring remedy thereof;
- b) the Community Association shall fail to duly and properly perform its obligations under the Agreement, and such failure shall continue beyond 60 days from delivery by the Regional District to the Community Association of written notice specifying the failure, and requiring remedy thereof;
- c) the term herein should be taken in execution or attachment by any person or the Community Association makes an assignment in bankruptcy, or is declared bankrupt;
- d) the Community Association ceases, for any reason to be current in its obligations under the *Society Act* (B.C.) and fails to remedy the reason therefore within 60 days of delivery to it by the Regional District of notice in that regard;

and in any such case, it shall be lawful for the Regional District to enter upon the Facilities and this Agreement and all of the Community Association's rights with respect to the Facilities shall be at an end.

NOTICE

15. Where delivery of notice is required, or permitted by the terms of this Agreement, such notice shall be deemed to have been properly given if:

- a) left with an employee at the business premises of either party, or given to any person shown to be a current director of either party;
- b) mailed, by registered mail to either party at their address specified in the heading to this Agreement, in which event such notice shall be deemed to have been received by the addressee party eight days from mailing;
- c) affixed in a prominent place at the place of business of either party, in which event, such notice shall be deemed to have been delivered on the fourth day following such posting.

MISCELLANEOUS

16. a) No covenant or obligation of either party shall be deemed to have been waived unless such waiver is clearly expressed in writing by the other party; and waiver by one party of any such covenant or obligation shall not be construed as a waiver of any other covenant or obligation by or of the other party;
- b) No remedy conferred upon or reserved to the Regional District is exclusive of any other right or remedy herein, or at law;

- c) All of the covenants, rights, terms and conditions herein contained shall extend to and be for the benefit of and binding upon the parties and their successors and assigns;
- d) Time shall be of the essence in this Agreement.
- e) This Agreement may be extended for a period of up to 36-months upon mutual agreement of the parties.

INTERPRETATION

- 17. a) In this Agreement, unless the context requires otherwise, the masculine, singular and personal, include the feminine, plural and corporate form;
- b) 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 the intent of the provisions herein;
- c) Where reference is made in the Agreement to any enactment of the Province of British Columbia or of Canada, such reference shall be deemed to include, unless the context clearly otherwise requires, successor or replacement legislation, containing similar or parallel provisions;
- d) If any provision, term, or condition herein shall be found to be void or illegal, or unenforceable, that provision shall be deemed to be severable from the balance of this Agreement, which shall remain unaffected by any such finding.

IN WITNESS the parties have hereunto affixed their hands and seals the ____ day of _____, 2010.

SIGNED by the South Cortes Community Association in the presence of:

_____)
) Director
)
Signature: _____) _____)
) Director
Address: _____)
)
Occupation: _____)

THE CORPORATE SEAL of the Regional District was hereto affixed in the presence of:

_____)
)
)
Chair of the Board _____)
)
)
Corporate Officer _____)

APPENDIX 1

A. TYPICAL ACTIVITIES

Within the Play Court:

- Skateboarding;
- Rollerblading;
- Stunt bike riding;
- Basketball; and
- Programs and contests organized or sponsored by the SCCA.

It is agreed that new activities will be added to this listing, and the listing is intended to be neither inclusive, nor exclusive.

APPENDIX 2
Agreement Area

REFERENCE PLAN TO ACCOMPANY LEASE OF PART OF LOT A, SECTION 7, CORTES ISLAND, SAYWARD DISTRICT, PLAN VIP51538 FOR LEASEHOLD PURPOSES, LEASE AND APPROVAL OF THE APPROVING OFFICER TO EXPIRE ON THE _____ DAY OF _____, 2007

Planned to Section 89(1) (2) of the Land Title Act.
S.C.O.S. 557.000

Deposited in the Land Title Office of Victoria, B.C.
This _____ day of _____ 2007.

County Register

SCALE 1:500 metric 0 5.0 10.0 15.0 20.0 25.0 30.0
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

LEGEND
Drawings are references and are referred to Plan VP01538

- Indicators obtained from post placed
- Indicators obtained from post placed

BEASELY ROAD

Lot A Area 1 (0.148 ha)

LOT A
Plan VIP51538
SEC. 7

PLAN 1300R

"A"
DD 73823 1

REM. E. 1/2 of the FR. N.E. 1/4 SEC. 7

Approved under the Land Title Act.
This _____ day of _____, 2007.

Registered Owner:
Southern Clover Community
Association, Society No. 6979

Authorised Signatory _____
Authorised Signatory _____
Witness (as to both signatories) _____
Occupation _____
Address _____

Approving Officer
For The Ministry of Transportation

I, OCLIN BLAIRFOOTE, British Columbia Land Surveyor,
of Courtenay in British Columbia, certify that I was
present at and personally supervised the survey
represented by this plan, and that the survey and plan
are correct. The field survey was completed
on the 2nd day of May, 2007. This plan was
completed and checked, and the checked filed under
_____, on the _____ day of _____, 2007

THIS PLAN LIES WITHIN
THE REGIONAL DISTRICT OF COMOX-STRATHCONA

B.C.L.S.

BRITISH COLUMBIA LAND SURVEYORS
and REGISTERED
25 - 1000 BROADVIEW STREET
VICTORIA, B.C. V8W 2E7
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