

CITY OF SURREY

BY-LAW NO. 12780

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:

FLEETWOOD COMMUNITY ASSOCIATION;

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:

FLEETWOOD COMMUNITY ASSOCIATION,  
having an address at 15996 - 84 Avenue, in the City of Surrey, Province  
of British Columbia, V3S 2N7,

for a term of Five (5) years commencing on the Seventh (7th) day of November, 1995, and ending on the Sixth (6th) day of November, 2000; 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 an aggregate amount of Five Dollars (\$5.00) in advance, on the Seventh (7th) day of November, 1995, with a provision for Fourteen (14) renewal terms of Five (5) years 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:

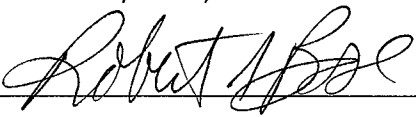
Approximate 120 square feet of Lot 29, Except:  
Part Dedicated Road on Plan LMP12105, Section 26,  
Township 2, New Westminster District, Plan 1362,  
shown boldly outlined on the sketch attached to  
Schedule "A" attached hereto to this By-law.


(Portion of 15988 - 84 Avenue)

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 "Fleetwood Community Association Land Leasing By-law, 1996, No. 12780."

PASSED THREE READINGS on the 19th day of February, A.D., 1996.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 4th day of March, A.D., 1996.

  
\_\_\_\_\_ MAYOR

  
\_\_\_\_\_ CLERK

CLKBLW 3207

THIS LEASE AGREEMENT dated for reference the 18<sup>th</sup> day of March, 1995<sup>96</sup>

BETWEEN:

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

(hereinafter called "Surrey")

OF THE FIRST PART

AND:

FLEETWOOD COMMUNITY ASSOCIATION  
15996 84th Avenue, Surrey, B.C. V3S 2N7  
(hereinafter called the "Association")

OF THE SECOND PART

WHEREAS:

A. Surrey is the registered owner of certain lands situate in the City of Surrey, Province of British Columbia, and located at 15988 - 84th Avenue, more particularly known and described as:

Parcel Identifier: 017-566-631  
Lot 29 Except: Part Dedicated Road on Plan LMP12105,  
Section 26 Township 2 New Westminster District Plan 1362

(hereinafter referred to as the "City Lands")

on which is located a building known as the Fleetwood Community Centre (the "Fleetwood Community Centre");

B. The Association is the registered owner of certain lands and premises situate in the City of Surrey, Province of British Columbia, and located at 8415 - 160th Street, more particularly described as:

PID: 011-194-286  
Parcel "B" (Reference Plan 7783) Lot 13, Except Parcel "Two" (Bylaw Plan 84225) Section 26 Township 2 NWD Plan 6486

(the "Association Lands");

C. The Association has agreed to transfer the Association Lands to Surrey in consideration of the covenants and agreements of Surrey contained in an Agreement of Purchase and Sale dated for reference the 1st day of November, 1995;

NOW THEREFORE WITNESS that in consideration of the rents and covenants herein reserved and contained, the parties agree as follows:

1. DEMISE

1.1 Surrey does demise unto the Association that portion of the Fleetwood Community Centre consisting of approximately 120 square feet and shown boldly outlined on the sketch attached hereto as Schedule "A" (the "Leased Area").

2. TERM

2.1 The Lease shall be for an initial term of five (5) years commencing on the 7th day of November, 1995, and terminating on the 6th day of November, 2000, (the "Lease Term"). The Lease Term is renewable at the option of the Association in accordance with paragraph 13 herein.

3. RENT

3.1 The Association shall pay rent to Surrey for the Leased Area in the amount of one dollar (\$1.00) per year for an aggregate amount of \$5.00 for the Lease Term in advance on the commencement date stated above.

4. ASSOCIATION'S COVENANTS

4.1 The Association covenants with Surrey:

- (a) To pay rent when due;
- (b) To use the Leased Area as an office and for no other purpose;
- (c) To observe and comply with all laws, bylaws, ordinances, rules and regulations of Surrey or other authority which in any manner relate to or affect the Association's business or the Leased Area;
- (d) To keep the Leased Area clean and tidy;
- (e) To pay all charges for telephone service to the Leased Area;

- (f) To peaceably surrender and yield up to Surrey the Leased Area at the expiration or sooner determination of this Lease;
- (g) To indemnify and save harmless Surrey in respect of all liabilities, suits, claims, demands, costs, fines and actions of any kind for which Surrey shall or may become liable or suffer by reason of any breach or non-compliance by the Association of any covenant of the Association under this Lease, or by reason of any act or omission of the Association, its servants, agents, employees, invitees, contractors or licensees. This indemnity shall survive the expiration or termination of this Lease;
- (h) Except as expressly permitted herein, not to do or permit to be done on the Leased Area anything in the daily operation of the facility which may be or become a nuisance;
- (i) Not to suffer or permit any Builders' or other Liens for work, labour, services or materials to be filed against or attached to the Leased Area or any portion thereof;
- (j) Not to sublet the Leased Area or assign this Lease without the consent of Surrey;
- (k) To place public liability insurance with respect to its use of the Leased Area in a minimum amount of Two Million (\$2,000,000.00) Dollars and to place insurance to cover its contents and improvements within the Leased Area. The Association shall provide proof of such insurance coverage to Surrey upon request. Surrey shall be named as an additional insured in each of the policies. Should the Association fail to place insurance in accordance with the terms of this paragraph, Surrey may affect such insurance and recover the cost of same from the Association. The Association agrees to pay Surrey's invoice for the placing of such insurance immediately upon its receipt thereof.

## 5. SURREY'S COVENANTS

5.1 Surrey covenants with the Association for quiet enjoyment.

5.2 Surrey shall be responsible for the repair and maintenance of the Leased Area and shall, at its expense, provide electrical service, heat, telephone connection and all other utilities to the Leased Area.

5.3 Surrey shall establish an advisory board (the "Advisory Board") to provide the Parks and Recreation Department with input regarding the Fleetwood Community

Centre, including its program and use. The Association shall have the right to appoint one-third of the members of the Advisory Board or one representative to the Advisory Board, whichever is greater. The Advisory Board would be responsible to meet with the program supervisor or the facilities supervisor for the Fleetwood Community Centre in an advisory capacity only and in accordance with the current procedures of Surrey's Parks and Recreation Department in relation to community halls and their advisory boards.

5.4 Should Surrey sell the Association Lands, Surrey shall give to the Association at least two weeks written notice of the intended sale of the Association Lands prior to the completion date of that sale.

5.5 Surrey shall pay to the Association the amount of Twenty-Five Thousand (\$25,000.00) Dollars to assist the Association in its purchase of office equipment and in paying the operating costs relating to the Leased Area. Surrey shall also pay to the Association its legal fees and disbursements incurred in relation to the transfer of the Association Lands, and the negotiation of the transfers and of this Lease, including any taxes payable on those legal fees. Surrey agrees to indemnify and save harmless the directors and the executive of the Association of any liability incurred by the directors which may arise as a result of this transaction.

5.6 Surrey agrees to erect a plaque to be located in the Fleetwood Community Centre recognizing the contributions of the Fleetwood Community Association.

## 6. USE OF THE FLEETWOOD COMMUNITY CENTRE BY THE FLEETWOOD COMMUNITY ASSOCIATION

6.1 Surrey shall permit and hereby grants to the Association the right to the use of the small meeting room located in the Fleetwood Community Centre one evening per week in each week of each year of the Lease Term or any renewal thereof. The Association may cancel, with one weeks notice, any particular evening prior to that evening. The day of the week on which the Association shall have the use of the said small meeting room in accordance with this subparagraph shall be determined by the Association annually, prior to January 1st in each year of the term of this Lease, following consultation with the staff of Surrey's Parks and Recreation Department. The Association shall not sublet this space, nor assign its right to use this space.

6.2 Surrey shall permit and hereby grants to the Association the right to use or to sublet the use of the large hall in the Fleetwood Community Centre on the following days:

- (a) the 31st day of December in each year of the Lease Term or any renewal thereof;
- (b) the Saturday before October 31st in each year of the term of this Lease; and
- (c) one Saturday in each of the months of March and June in every year of the term of this Lease, or such alternate dates as may be agreed upon between the parties prior to January 1st in each year of the Lease Term or any renewal thereof. The Association may sublet the hall on any or all of these dates. Should the reserved dates not be required by the Association or not have been sublet by the Association, the Association will notify Surrey's Parks and Recreation Department and will permit Surrey to make use of the hall on these dates.

6.3 Surrey shall permit and hereby grants to the Association the right to use the large meeting room in the Fleetwood Community Centre one day of each month in each year of the Lease Term or any renewal thereof for the purpose of holding the Association's monthly meetings. The Association may permit other community organizations to use this space at this time.

6.4 Surrey shall permit and hereby grants to the Association the right to use the large hall or the large meeting room located in the Fleetwood Community Centre for four days per year and may assign its right to use this space. The Association shall have the use of this space in priority over all classes of users other than programs and events sponsored by the Parks and Recreation Department. The Association shall notify Surrey of the Association's required dates at least six months prior to each of the four days.

6.5 Should the Association sublet or assign its right to use any of the spaces in the hall for any of those periods set out in this Lease, the Association shall not charge more than Surrey's established rate for such usage. Should the Association charge rates that are less than Surrey's established rate for such usage, each such event will be considered an event co-sponsored by the Association.

6.6 The provisions of sections 6.1 - 6.5 pertaining to specific days and frequency of use may be reviewed, negotiated and revised by agreement between the parties as required, provided that the frequency of use does not exceed the terms stated in these sections. Any decrease in frequency of use agreed to by the Association for any period during the Lease Term does not constitute a waiver of the Association's rights pursuant to this Agreement

7. EARLY TERMINATION

7.1 The Association may, at its sole option, terminate this Lease on the last day of any month during the Lease Term and any Renewal Term by giving Surrey not less than 3 months prior written notice of the termination.

8. DEFAULT OF TENANT

8.1 Provided also that this Lease and the terms and estate hereby granted are subject to the limitation that if the Association shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, or if the Association shall fail to perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in this Lease and such failure shall continue for, or shall not be remedied within the period of sixty (60) days next after giving of written notice by Surrey to the Association of the nature of such failure, it shall then be lawful for Surrey to enter upon the Premises and this Lease shall at the option of Surrey, and with or without entry, terminate, and all the rights of the Association with respect to the Leased Area shall be absolutely forfeited and shall lapse.

9. HOLDING-OVER

9.1 If the Association holds-over after the expiration of the Lease Term and any Renewal Term and Surrey accepts rent, the new tenancy created shall be a tenancy from month-to-month at a rent payable monthly in advance equal to 1/12 of the last preceding annual rent and not a tenancy from year-to-year, and shall be subject to the covenants and conditions herein so far as the same are applicable to a tenancy from month-to-month.

10. NOTICE

10.1 Any notice, demand or request required to be given under the provisions of this Lease by any party shall be validly given if delivered personally or if mailed by prepaid registered mail addressed to the address of the party set out on the first page of this Agreement, or to such other addresses as may from time to time be given in writing.

10.2 Any notice or other communication referred to in the preceding paragraph shall be conclusively deemed to have been received by and given to the addressee, if delivered personally on the day of such delivering or if mailed, then on the fourth business day following the posting thereof, provided the notice or communication is posted within British Columbia.



10.3 If at any time, any notice or communication referred to in the preceding two paragraphs is mailed, and within the four day period stipulated aforesaid there is a known disruption of the postal service of Canada, any such notice or communication shall be delivered personally and shall be deemed to have been given and received as set forth in the preceding paragraph.

## 11. PAYMENT OF EXPENSES

11.1 Should Surrey suffer any damage or incur any loss or expense or be obliged to make any payment for which the Association is liable hereunder by reason of any failure of the Association to observe and comply with any of the covenants of the Association herein contained, then Surrey shall have the right to add the cost or amount of any such damage, loss, expense or payment to the rent hereby reserved, and any such amount shall thereupon immediately be due and payable and recoverable in the manner provided by law for the recovery of rent in arrears.

11.2 If the Association shall fail to perform or cause to be performed each and every covenant of the Association herein contained, Surrey shall have the right to (but shall not be obligated to) perform or cause to be performed such covenant (including but without limiting the generality of the foregoing the right to make repairs, installations, erections and expend monies for such purposes) and all payments, expenses, charges, fees (including all legal fees on a solicitor and own client basis) and disbursements incurred or paid by or on behalf of Surrey in respect thereof shall be paid by the Association to Surrey forthwith upon demand and shall be collectible by Surrey from the Association as if such amounts were rent in arrears.

## 12. TIME OF ESSENCE AND WAIVER

12.1 Time is of the essence of this Agreement and of every term and provision hereof and no waiver by Surrey of any breach by the Association shall be deemed a waiver of or in any way affect or prejudice the rights and remedies of Surrey in respect of any further or other breach of the same or any other covenant or obligation on the part of the Association. The consent or approval of Surrey to or of any act by the Association requiring Surrey's consent or approval will not be deemed to waive or render unnecessary Surrey's consent or approval to any subsequent similar action by the Association.

### 13. OPTION TO RENEW

13.1 If the Association has performed all Association's covenants and is not in default under any of the terms of the Lease, as at the date that the Association exercises an option hereunder, in respect of which default a written notice was delivered to the Association requiring the Association to rectify such default then the Association, unless it has given to Surrey written notice that it does not wish to renew the Lease Term or Renewal Term not later than 120 days prior to the last day of the term of the Lease or Renewal Term, shall be deemed to have exercised its right to renew the Lease for fourteen (14) renewal terms of five (5) years each (the Renewal Terms) upon the same terms and conditions as contained in the Lease, including the rent but excepting the number of lease renewals remaining, such number decreasing by one (1) in each Renewal Term. Such Renewal Terms shall commence on the day immediately succeeding the last day of the Lease Term or Renewal Term, and shall end at midnight on the day immediately preceding the fifth anniversary of each Renewal Term, unless sooner terminated in accordance with the provisions of the Lease.

### 14. INTERPRETATION

14.1 Wherever the singular or masculine is used, the same shall be deemed to include the plural, feminine or body corporate or politic as necessary.


### 15. ENUREMENT

15.1 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed.

The Corporate Seal of THE CITY )  
OF SURREY was hereunto affixed )  
in the presence of: )

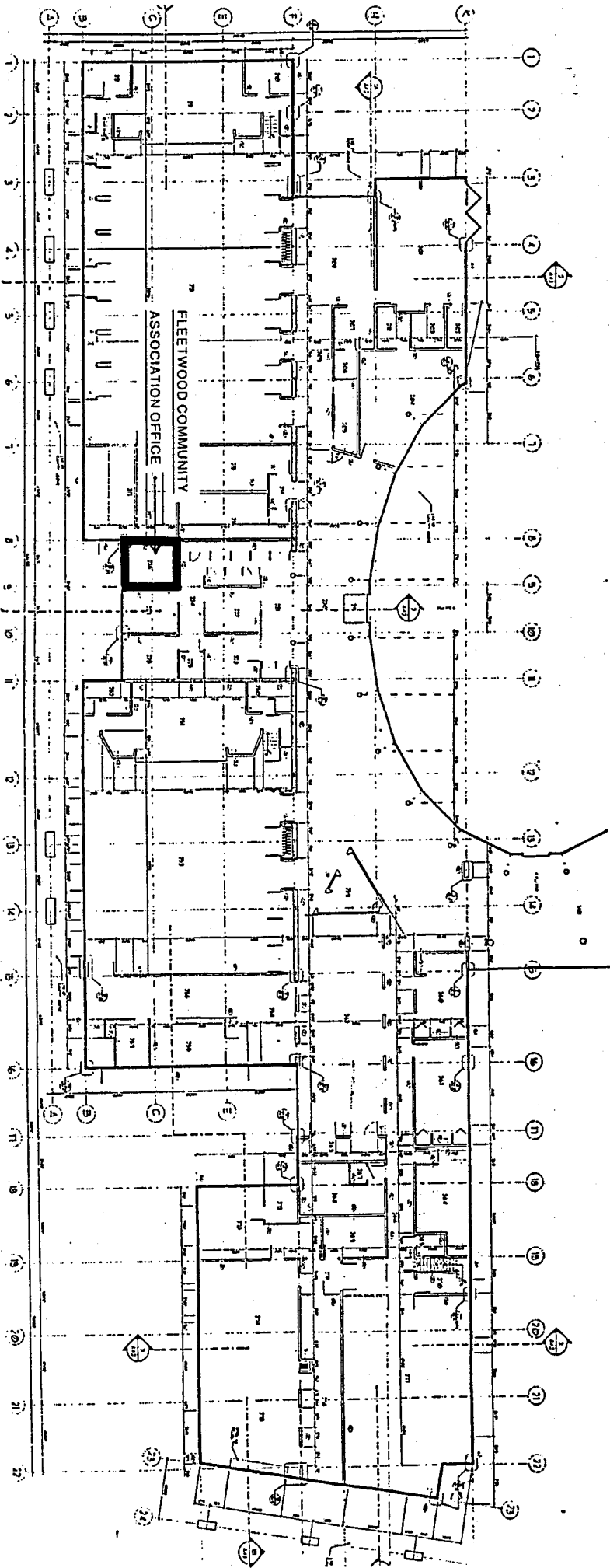
  
\_\_\_\_\_  
Mayor - Authorized Signatory )

  
\_\_\_\_\_  
City Clerk - Authorized Signatory )

The Corporate Seal of FLEETWOOD )  
COMMUNITY ASSOCIATION was )  
hereunto affixed in the presence of: )

  
\_\_\_\_\_  
Authorized Signatory )

  
\_\_\_\_\_  
Authorized Signatory )



F.C.A. OFFICE

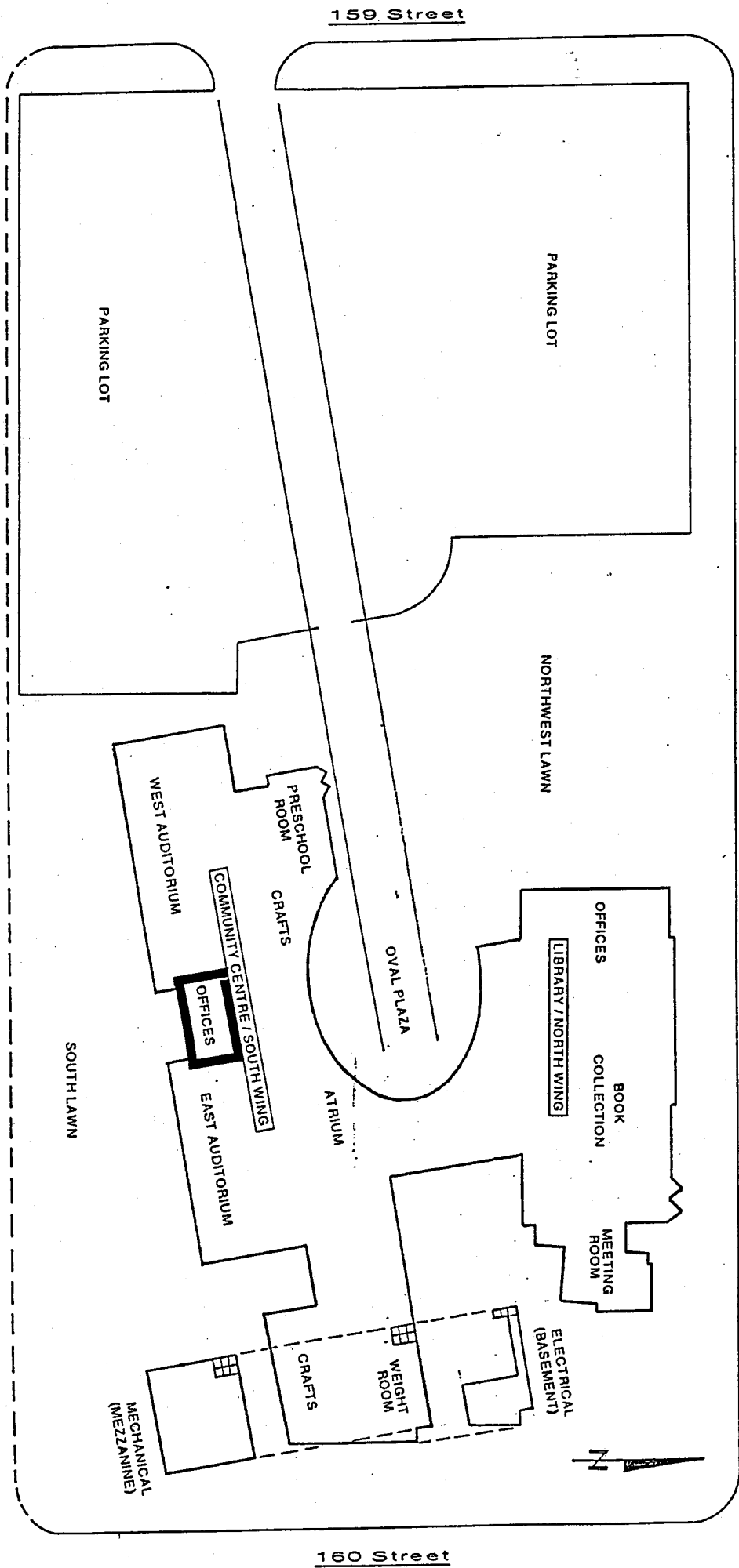
3,167 M. X 4,494 M.

14,23 M2 GROSS AREA

COMMUNITY CENTRE / SOUTH WING

# FLEETWOOD LIBRARY & COMMUNITY CENTRE

(15988 / 15986 - BATH AVENUE, SURREY, B.C.)



FLEETWOOD LIBRARY & COMMUNITY CENTRE

(15988 / 15996 - 84TH AVENUE, SURREY, B.C.)