

CITY OF SURREY

BY-LAW NO. 13081

A by-law to authorize the leasing of certain lands
and premises by the City of Surrey from
Luigi Unti, Maria Unti, and Flavio Paride Unti
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WHEREAS, pursuant to Section 570. (1) of the Municipal Act R.S.B.C., 1979, Chapter 290 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 322. (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 Luigi Unti, Maria Unti, and Flavio Paride Unti 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:

LUIGI UNTI, MARIA UNTI, and FLAVIO PARIDE UNTI
having an address at 2275 Nootka Street, in the City of Vancouver,
Province of British Columbia, V5M 3M1

for a term of Three (3) Years commencing on the First (1st) day of April, 1997, and ending on the Thirty-First (31st) day of March, 2000, and yielding and paying therefor during the term hereof, in monthly installments, the monthly rent of Four Hundred Fifty Dollars (\$450.00) for the lease period commencing on the First (1st) day of April, 1997, and ending on the Thirty-First (31st) day of March, 1998, and the monthly rent of Four Hundred Dollars (\$400.00) for the lease period commencing on the First (1st) day of April, 1998, and ending on the Thirty-First (31st) day of March, 1999, and the monthly rent of Three Hundred Fifty Dollars (\$350.00) for the lease period commencing on the

First (1st) day of April, 1999, and ending on the Thirty-First (31st) day of March 31, 2000, under the terms and conditions as 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:

Strata Lot 1, Section 30, Township 2, New Westminster District, Strata Plan NW2976, together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form 1

(Unit 1, 12342 - 82A 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 "Unti Land Leasing By-law, 1997, No. 13081."

PASSED THREE READINGS on the 7th day of April, A.D., 1997.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 14th day of April, A.D., 1997.

_____MAYOR

_____CLERK

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OFFER TO LEASE

REFERENCE DATE: February 14, 1997

AGENT: ROD DALE-JOHNSON

Royal LePage Commercial Inc.
Suite 206, 14888 - 104th Avenue
Surrey, B.C. V3R 1M4
Telephone: (604) 589-3111
Fax: (604) 589-7548

LANDLORD:

- (a) Legal Name: LUIGI UNTI, MARIA UNTI AND FLAVIO UNTI
- (b) Address: 2275 Nootka Street
Vancouver, B.C. V5M 3M1
- (c) Telephone: 255-6190

TENANT:

- (a) Legal Name: CITY OF SURREY
- (b) Address: 14245 - 56th Avenue
Surrey, B.C. V3X 3A2
- (c) Telephone: 501-5522
Fax: 501-5501
- (d) Contact Person: Ken Woodward
Property Agent

1. **PREMISES:**

- (a) Municipal Address: 12342 - 82A Avenue
- (b) Unit #: #10
- (c) Floor Area of Premises: 679 square feet of ground floor warehouse and office space.

2. **TERM:**

- (a) Term: Three years subject to the provisions contained herein.
- (b) Commencement Date: April 1, 1997
- (c) Last Day of Term: March 31, 2000

3. **GROSS RENT (EXCLUDING G.S.T.):**

	<u>YEAR</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
(a)	April 1, 1997 to March 31, 1998	\$5,400.00	\$450.00
(b)	April 1, 1998 to March 31, 1999	\$4,800.00	\$400.00
(c)	April 1, 1999 to March 31, 2000	\$4,200.00	\$350.00

4. **PERMITTED USE:**

The storage of equipment and goods belonging to the City.

5. **UTILITIES:**

Electricity and gas are separately metered and the Tenant is responsible for the supply of and payment for the services. Water, sewer and common area electricity are paid for by the Landlord and become a part of the Operating Costs.

6. **OPERATING COSTS:**

The lease of the Premises is a gross lease and the Landlord is responsible for the Operating Costs. These Operating Costs are estimated at approximately \$2.00 for each square foot of the ground floor office and warehouse portion of the Floor Area of Premises for 1997 or approximately \$113.17 per month. This amount is included in the Gross Rent as set out in Clause 3 above.

7. **PARKING ENTITLEMENT:**

The Tenant and the Tenant's employees, agents and visitors are entitled to the use of the parking and loading spaces immediately in front of the Premises without cost. The parking and loading areas are not to be utilized for the storage of materials or vehicles and nothing of a permanent or semi permanent nature is to remain in these areas except for an approved garbage container.

8. **SIGNAGE:**

All signage will be installed at the Tenant's cost in the designated signage area in the manner and type approved by the Landlord.

9. **REGISTRATION:**

The Tenant covenants that it will not register or attempt to register this Agreement or the Lease nor any charge based on the foregoing against the title to the Premises and agrees that the Landlord shall be under no obligation to deliver the Lease in a registrable form.

10. **ASSIGNMENT:**

Neither the Lease nor the Premises shall be assigned, transferred or sublet, nor shall anyone other than the Tenant be permitted to occupy the Premises in whole or in part by any means whatsoever including, without limitation, operation of law, without the prior written consent of the Landlord, not to be unreasonably withheld or delayed.

11. **NOTICES:**

Notices given pursuant to this Agreement must either be delivered by hand or sent by prepaid registered mail to the Landlord or to the Tenant at their respective addresses specified herein and each notice shall be deemed to have been given upon the date so delivered, or if mailed, five (5) calendar days later. All notices are to be hand delivered in the event of a threatened or actual disruption of mail delivery service.

12. **REPRESENTATIONS:**

The Tenant acknowledges that there are no representations, conditions warranties or collateral agreements made by or on behalf of the Landlord other than as expressed herein. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

13. **ENUREMENT:**

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

14. **TIME OF ESSENCE:**

Time shall be of the essence of this Agreement.

15. **LEASE:**

It is agreed and understood that should the Landlord and the Tenant remove or waive the condition precedent contained in Clause 17 and in Clause 20, then the Offer to Lease shall become the Lease.

16. **DAMAGES AND CLEAN-UP:**

It is agreed and understood that the Tenant will be responsible for any damages to the Premises and for the day to day cleaning of the Premises. The Tenant covenants to leave the Premises in a clean and undamaged condition at the expiration of the Term and should the Premises be left in an unclean or damaged state then the Landlord shall have the right to perform such cleaning, repair such damage and the City shall be responsible for the costs.

17. **TENANT'S CONDITIONS PRECEDENT:**

The Agreement resulting from the acceptance of this Offer is subject to the following:

- a) The City of Surrey approving the terms and conditions of this Offer.
- b) The Tenant shall have the right to take occupancy prior to April 1, 1997 and if the Tenant so does the Tenant shall pay Gross Rent on a pro-rata basis from the date of occupancy.

18. **TENANT'S WORK**

The Tenant shall have the right to install security bars in the window and glass door areas of the Premises. At the Landlord's option these bars are to remain or be removed at the Tenant's cost at the expiration of the Term.

19. **EARLY CANCELLATION AND OVERHOLDING**

The Tenant shall have the right to terminate the Lease prior to March 31, 2000 upon the following terms and conditions:

- (a) The Tenant shall have the right to serve written notice of early termination at any time subsequent to March 30, 1998.
- (b) The Tenant is to provide at least three month's written notice of termination and the Lease shall cease at the end of the third month following the month in which written notice is given.

(c) Should the Tenant wish to overhold the Lease the Tenant shall have the right to do so provided the Tenant notifies the Landlord of the Tenant's desire to overhold. The Lease shall be extended on a month-to-month basis. In consideration for the Landlord not being able to deliver notice to the Tenant during the overholding period the Tenant agrees that the Tenant will provide a minimum of two month's notice of the Tenant's termination of the Lease and the Lease will cease at the end of the second month following notice. The Gross Rent during the overholding period shall be \$400.00 per month. The overholding period shall not be extended beyond March 31, 2001.

(d) All other terms and conditions of the Lease shall apply.

20. LANDLORD'S CONDITION PRECEDENT

The Landlord shall have the right to continue to market the Premises until such time as the Tenant signs the Lease. Should the Landlord receive an offer to lease from a third party and should that Offer be acceptable to the Landlord then the Landlord shall have the right to cancel this Agreement and cancellation shall be deemed to have been given when notice of cancellation is faxed to the Property Agent at the number provided.

This Offer is open for acceptance by the Tenant until February 28, 1997 and if the Offer is not accepted by the specified date it shall be void. If this Offer is accepted, this agreement shall be binding upon the parties, subject only to Paragraph 17 and to Paragraph 20.

Date of Acceptance of Offer: _____

CITY OF SURREY by its authorized signatories

Chargard Jones
Witness (as to the signature of the City Clerk)

Douglas McCallum
CITY OF SURREY
~~(TENANT)~~ Douglas McCallum - MAYOR

Date of Offer: February 25, 1997

Donna Kenny
Donna Kenny - CITY CLERK

Ed Dale Johnson
Witness

Luigi Unti
LUIGI UNTI
(LANDLORD)

Ed Dale Johnson
Witness

Maria Unti
MARIA UNTI
(LANDLORD)

Ed Dale Johnson
Witness

Flavio Unti
FLAVIO UNTI
(LANDLORD)

