

CITY OF SURREY

BY-LAW NO. 12840

A by-law to authorize the leasing of certain lands
and premises by the City of Surrey from
Diversified Management Inc.
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WHEREAS, pursuant to Section 570. (1) of the "Municipal Act", being Chapter 290 R.S.B.C., 1979, 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 Diversified Management Inc. 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:

DIVERSIFIED MANAGEMENT INC. ;
having an address at #206, 131 Water Street,
in the City of Vancouver,
Province of British Columbia, V6B 4M3

for a term commencing on the Fifteenth (15th) day of May, 1996, and ending on the Thirtieth (30th) day of April, 1999; and yielding and paying therefor during the term hereof in advance the monthly rent of One Thousand Seven Hundred and Eighty-Five Dollars (\$1,785.00) plus G.S.T. Should the Term commence on a day other than the first of a month or end on a day other than the last day of the month the daily rental shall be Sixty Dollars (\$60.00.)

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:

Units 106 and 107, situate on Lot A, Section 20, Township 2, New Westminster District, Plan LMP1939, containing approximately 3960 square feet.

(Units 106 & 107, 13060 - 80 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 "Election Depot Land Leasing By-law, 1996, No. 12840."

PASSED THREE READINGS on the 13th day of May, A.D., 1996.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 27th day of May, A.D., 1996.

_____MAYOR

_____CLERK

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RENTAL AGREEMENT

May 7, 1996

TO: **DIVERSIFIED MANAGEMENT INC.** (the "Landlord")
#206, 131 Water Street
Vancouver, B.C. V6B 4M3
Telephone: 669-3950
Fax: 669-8280

The City of Surrey, c/o Mr. Ken Woodward, 7452 - 132nd, Surrey, B.C. V3W 4N7, Telephone: 501-5522; Fax: 501-5501 (the "Tenant") hereby offers to rent from the Landlord the premises described below (the "Premises") which are located on those lands (the "Lands" or the "Lands and Buildings") described as **Unit #106 and #107, 13060 - 80th Avenue, Surrey, B.C.**

It is agreed that the rental agreement (the "Rental Agreement") will be on the terms and conditions herein set forth.

PREMISES

- 1) The Premises have a total area of approximately 3,000 square feet of ground floor warehouse and office space and approximately 960 square feet of mezzanine space.

TERM

- 2) The term will commence May 15, 1996 and end April 30, 1999 (the "Term") except as provided for following.

RENT

- 3) The rent (the "Rent") shall be \$1,785.00 per month plus G.S.T. payable monthly in advance. Should the Term commence on a day other than the first of a month or end on a day other than the last day of the month the daily rental shall be \$60.00.

TENANT'S COST

- 4) In addition to Rent as specified in Clause 3, the Tenant shall pay, when due, all costs of electricity, gas or telephone used or consumed within the Premises.

OPTION TO EXTEND OR SHORTEN TERM

- 5) The Tenant shall have the right to extend the Term on a month-to-month basis on the same terms and conditions as set out herein. Either the Landlord or the Tenant may give thirty (30) days notice in writing to terminate the agreement at any time during the extension period. The Tenant shall have the right to terminate the Lease without penalty at any time subsequent to December 31, 1996 provided the Tenant shall have given the Landlord at least two month's clear notice in writing.

LANDLORD'S COSTS

- 6) The day-to-day and year-to-year repair and operating costs of the Lands and Buildings are to be paid by the Landlord. The Tenant is to pay for all costs of maintaining the interior of the Premises.

PARKING

- 7) The Tenant shall be entitled to the Tenant's proportionate share of the parking on the Lands without cost to the Tenant. The Tenant shall have the use of the parking spaces immediately in front of the Premises.

REPAIRS

- 8) The Tenant shall at its sole cost and expense perform normal day-to-day maintenance of the Premises and every part therein including, without limitation, all glass (including plate glass) in the Premises, the lighting and the plumbing systems and all improvements, fixtures and furnishings therein subject to Clauses 4 and 6 preceding and subject to the Landlord's warranties stated herein. The Landlord warrants that the lights, doors, locks, ballasts, electrical, heating and plumbing systems are or will be in a good, clean and serviceable condition prior to the Tenant taking possession of the Premises. The Landlord will deliver the Premises in a clean condition.

SIGNAGE

9) The Tenant is to have the right to signage on the outside of the Premises in a manner and type approved by the Landlord in writing, such approval not to be unreasonably withheld. All signage is to be at the Tenant's cost and all signage is to be installed in an area designated by the Landlord.

TENANTS' IMPROVEMENTS

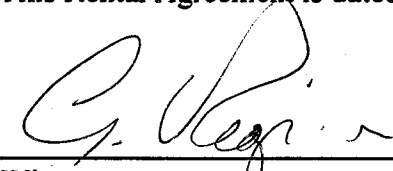
10) The Tenant agrees that the Tenant will be responsible for the cost of any changes to the Premises. All changes or improvements are to be first approved by the Landlord in writing.

NO REPRESENTATIONS


11) There are no representations with respect to the Premises except as contained herein and the Tenant have satisfied itself that the Premises are suitable for the Tenant's use.

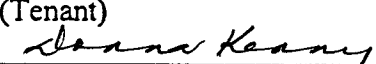
ACCEPTANCE

This Rental Agreement is dated at Surrey, B.C. this 7th day of ^{June} ~~May~~, 1996.



Witness




The City of Surrey MAYOR
(Tenant)


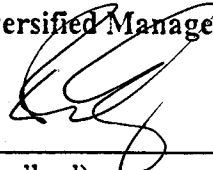
CITY CLERK

WE HEREBY AGREE to the foregoing terms and conditions of this Rental Agreement.

Dated at _____, B.C. this _____ day of May, 1996.



Witness

Diversified Management Inc.


(Landlord)