



## **REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS**

**Title:** Operation of Commercial Truck Parking Lot

**Reference No.:** 1220-050-2024-002

Issue Date: December 18, 2023

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# REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

## 1 INTRODUCTION

### 1.1 Purpose

The purpose of this request for expressions of interest and statements of qualifications (the "RFEOI/SOQ") is to invite submissions (the "Submission") from respondents (each a "Respondent") indicating their interest in, and qualifications for, operating a truck parking facility on one or several of the available City owned Sites as defined.

All interested parties should respond to this RFEOI/SOQ as the City does not guarantee that a future solicitation will be issued following this RFEOI/SOQ and may elect to directly negotiate with one or more Respondents, and may at any time and at its sole discretion decide to cancel this process for any reason in its entirety.

### 1.2 Definitions

In this RFEOI/SOQ the following definitions shall apply:

- (a) "**BC Bid Website**" means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);
- (b) "**City**" means the City of Surrey;
- (c) "**City Representative**" has the meaning set out in Section 2.3;
- (d) "**City Website**" means [www.surrey.ca](http://www.surrey.ca);
- (e) "**Closing Date**" has the meaning set out in Section 2.2;
- (f) "**Licence Agreement**" means the legal document as substantially shown in Schedule G;
- (g) "**Partnering Agreement**" means the legal document, required by the Community Charter, which describes the assistance that the City will provide to the preferred proponent in return for the provision of goods and services by that preferred proponent;
- (h) "**Preferred Respondent(s)**" means the Respondent(s) selected by the City;
- (i) "**Sites**" (individually the "Site") means the locations proposed by the City to provide the Services as described in Schedules B through E;
- (j) "**Respondents**" (individually the "Respondent") means an entity that submits a Submission in response to the RFEOI/SOQ issued by the City;
- (k) "**RFEOI/SOQ**" means this Request for Expressions of Interest and Statements of Qualifications;
- (l) "**Services**" includes the services set out in Schedule A; and
- (m) "**Submission**" means a submission submitted in response to this RFEOI/SOQ.

### 1.3 Background

The City of Surrey has been experiencing a significant shortfall of truck parking spaces for the transportation industry. The City of Surrey is looking to address the continued shortage of truck parking spaces that have been a longstanding issue and led to an array of issues including Bylaw infractions for overweight vehicle parking and unauthorized use of designated truck routes, as well as negative ramifications for Surrey businesses and residents including noise complaints, safety concerns, damage to roads, diesel fumes and oil leaks. The cause of this issue is the lack of available parking space for large commercial vehicles. The City is looking to improve this situation by providing Sites specifically for the purpose of truck parking in order to increase the local supply and to address this issue.

The objective of this RFEOI/SOQ and potential future solicitation is to find an operator who can operate one or more truck parking facilities on the Sites listed in Schedules B through E in order to address the market shortfall. The City will improve the Sites as necessary to operate a truck parking facility which includes, but may not be limited to, tree clearing, importing and compaction of gravel fill and the construction of driveway access(es). The Preferred Respondent(s) will be responsible for the requirements outlined in Schedule A.

## 2 INSTRUCTIONS TO RESPONDENTS

### 2.1 Address for Submission Delivery

The Respondent should submit the Submission **electronically** in a single pdf file which must be received by the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Confirmation of receipt of email will be issued. Submissions that cannot be opened or viewed may be rejected. A Respondent bears all risk that the City's receiving equipment functions properly so that the City receives the Submission.

**Note:** The maximum file size the City can receive is 10Mb. If sending large email attachments, Respondents should phone [604-590-7274] to confirm receipt.

### 2.2 Closing Date

The City would prefer to receive Submissions on or before January 31st, 2024.

### 2.3 Inquiries

All inquiries related to this RFEOI/SOQ should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

Email: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference No.: 1220-050-2024-002

Inquiries should be made no later than seven (7) business days before the Closing Date. The City reserves the right not to respond to inquiries made within seven (7) business days of the Closing Date. Inquiries and responses will be recorded and may be distributed to all Respondents at the discretion of the City.

Respondents finding discrepancies or omissions in the RFEOI/SOQ documentation or having doubts as to the meaning or intent of any provision should immediately notify the City Representative. If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue an addendum in accordance with Section 2.5. No oral conversation will affect or modify the terms of this RFEOI/SOQ nor be relied upon by any Respondent.

## **2.4 Addenda**

If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") (collectively, the "Websites"), and upon posting, any addenda will form part of this RFEOI/SOQ. It is the responsibility of Respondents to check the Websites for addenda. The only way this RFEOI/SOQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFEOI/SOQ or may be relied upon by any Respondent. By delivery of a Submission, the Respondent is deemed to have received, accepted and understood the entire RFEOI/SOQ, including any and all addenda.

## **2.5 Status Inquiries**

All inquiries related to the status of this RFEOI/SOQ, including whether or not a Respondent has been selected, should be directed to the City Website and not to the City Representative.

## **3 SUBMISSION FORM AND CONTENTS**

The following information should be included in Submissions. Please review this section thoroughly.

### **3.1 Letter of Introduction**

The Letter of Introduction should introduce the Respondent's firm (and Team Members, as necessary) and highlight the Respondent's experience in designing, financing, building and operating a truck parking facility.

### **3.2 Executive Summary**

The executive summary should provide:

- (a) a narrative that illustrates an understanding of the City's requirements and a capacity to successfully undertake the complexities of the project as listed in Schedule A – Scope of Services;
- (b) a description of the general approach and methodology that the Respondent would take in performing the Services; and
- (c) a narrative that illustrates how the Respondent will complete the scope of Services, manage the Services, and accomplish the required objectives.

### **3.3 Previous Operations or Projects**

Please list out and describe business operations or projects of similar scope that reflects your ability to fulfil the City's objectives. Each item listed should include:

- (a) an overview of the project team;
- (b) photographs;
- (c) project data: densities, unit size and phasing;
- (d) leasing information, if applicable;
- (e) partnership arrangements;
- (f) gross revenue of project;
- (g) briefly describe the public consultation process if any undertaken;
- (h) build-out timing;
- (i) marketing strategy and related sales statistics; and
- (j) a description of the project's success in relation to its original objectives.

### **3.4 Business Plan**

Respondents should submit for each proposed Site, a business plan that meets the City's requirements as outlined in Schedule A. Respondents should also include their anticipated pricing structure for evaluation purposes.

### **3.5 Requested Changes and Alternatives**

Respondents must review all documentation provided within this RFEOI/SOQ and state any requested changes or alternatives from the provided scope of work and sample agreements. Any requested changes or alternatives should be accompanied with detailed reasoning for the change.

### **3.6 Financial Submission**

Respondents must review the market rent provided for each proposed Site and submit the rent to be paid to the City for the Licence Agreement. Submissions should be entered in Schedule F – Financial Submission. Rental rates are to be effective for the term of the Licence Agreement. Sites 1 and 3 are subject to Council approval and a rent review upon expiry of the initial term.

### **3.7 Signature**

The Submission should be signed by a person authorized to sign on behalf of the Respondent and include the following:

- (a) If the Respondent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Submission

should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Submission on behalf of the corporation is submitted;

- (b) If the Respondent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Respondent is an individual, including a sole proprietorship, the name of the individual should be included.

## **4 EVALUATION AND SELECTION**

### **4.1 Evaluation Criteria**

The City will compare and evaluate all Submissions to determine the Respondent's strength and ability to provide the Services in order to determine the Submission which is most advantageous to the City primarily using the following criteria:

- (a) **Financials**  
The City will consider the Respondent's rental submission in Schedule F;
- (b) **Experience, Reputation and Resources**  
The City will consider the Respondent's responses to sections 3.1 to 3.3; and
- (c) **Business Plan**  
The City will consider the Respondent's responses to sections 3.4 to 3.5.

The City will not be limited to the criteria referred to above, and the City may consider other criteria that the team identifies as relevant during the evaluation process. The City may apply the evaluation criteria on a comparative basis, evaluating the Submissions by comparing one Respondent's Submission to another Respondent's Submission. All criteria considered will be applied evenly and fairly to all Submissions.

### **4.2 Litigation**

In addition to any other provision of this RFEOI/SOQ, the City may, in its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent submitting the Submission, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiates legal action.

In determining whether or not to reject a Submission under this section, the City will consider whether the litigation is likely to affect the Respondent's ability to work with the City, its consultants and representatives and whether the City's experience with the



Respondent indicates that there is a risk the City will incur increased staff and legal costs in the administration of an agreement if it is awarded to the Respondent.

#### **4.3 Additional Information**

The City may, at its discretion, request clarifications or additional information from a Respondent with respect to any RFEOI/SOQ, and the City may make such requests to only selected Respondents. The City may consider such clarifications or additional information in evaluating a Submission.

#### **4.4 Interviews**

The City may, at its discretion, invite some of all of the Respondents to appear before the City to provide clarifications of their Submissions. In such event, the City will be entitled to consider the answers received in evaluating Submissions.

### **5 GENERAL CONDITIONS**

#### **5.1 No City Obligation**

This RFEOI/SOQ is not a tender and does not commit the City in any way to pre-qualify a preferred Respondent(s), or to proceed to negotiations for an agreement, or to award any agreement, and the City reserves the complete right to at any time reject all Submissions, and to terminate this RFEOI/SOQ process.

#### **5.2 Respondent's Expenses**

Respondents are solely responsible for their own expenses in preparing, and submitting a Submission, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFEOI/SOQ. The City and its representatives, agents, consultants and advisors will not be liable to any Respondent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in preparing and submitting a Submission, or participating in future solicitations, negotiations for an agreement, or other activity related to or arising out of this RFEOI/SOQ.

#### **5.3 No Contract**

By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEOI/SOQ, prior to the signing of a formal written agreement(s) by all parties.

#### **5.4 Conflict of Interest**

A Respondent shall disclose in its Submission any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

## **5.5 Solicitation of Council Members and City Staff**

Respondents and their agents will not contact any member of the City Council and City staff with respect to this RFEOI/SOQ, other than the City Representative named in section 2.4, at any time prior to the award of an agreement or the cancellation of this RFEOI/SOQ, and which could be viewed as one Respondent attempting to seek an unfair advantage over other Respondents.

## **5.6 Confidentiality**

All Submissions become the property of the City and will not be returned to the Respondent. All Submissions will be held in confidence by the City unless otherwise required by law. Respondents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

## **6 CITY DISCLAIMER**

- (a) The City and its officials, employees, agents, consultants and advisors will not be liable to any Respondents, or any firm, corporation or individual member of a Respondent, for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Respondent, or any firm, corporation or individual member of a Respondent, in preparing and submitting a submission or any other activity related to or arising out of the RFEOI/SOQ.
- (b) The information in this RFEOI/SOQ and any further supporting documentation is provided for reference purposes only. It is the responsibility of interested parties to confirm the accuracy and applicability of this information. All costs related to updating or acquiring additional information shall be born solely by the Respondent. By its receipt of this RFEOI/SOQ, each Respondent remises, releases, and forever discharges the City and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have, or may hereafter have arising out of any information contained herein.
- (c) The City shall not be obligated to review or accept any Submission and may reject any or all Submissions without giving reasons therefore.
- (d) The City may negotiate with any one or more of the Respondents without having any duty or obligation to advise or allow any other Respondents to vary their Submission or otherwise negotiate with the City.
- (e) All negotiations and discussions with Respondents are on a "without prejudice" basis.
- (f) The City may enter into discussions to clarify issues related to any Submission. If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached, the City may give notice terminating discussions, but is under no obligation to do so.

- (g) The City may at anytime and at its sole discretion decide to cancel this process for any reason in its entirety.
- (h) The City may invite select Respondents to a further solicitation.

**- END OF PAGE -**

## SCHEDULE A - SCOPE OF SERVICES

The City invites expressions of interest and statements of qualifications for the design, construction, maintenance and operation of a truck parking facility(ies) on the Sites.

### 1. Project Objectives/Desired Outcomes

The intent is that the City will improve the Sites as necessary for the operation of a truck parking facility(ies), with the exception of fencing requirements, and seek Respondents to licence and operate a truck parking facility(ies) on one or more of the Sites.

### 2. Permitted Use

The only permitted use of the Sites is for the purpose of truck parking facilities.

### 3. Sites

<b>Site 1: 13119, 13123 – 115A Avenue, 13132 – 115B Avenue and 11561 – 132 Street</b>	
Market Rent:	\$234,293 per annum
Property Tax Estimate:	\$61,587
Leasable Area:	66,941 ft <sup>2</sup>
Estimated Availability:	Q3 2024
Term:	3 year initial term with 3 year option to renew, subject to Temporary Use Permit approval.
Subjects:	Subject to Temporary Use Permit approval, Truck Facility Permit approval, Council approval, Licence Agreement and partnering agreement.

<b>Site 2: 12875 – 112B Avenue</b>	
Market Rent:	\$313,230 per annum
Property Tax Estimate:	\$85,048
Leasable Area:	83,528 ft <sup>2</sup>
Estimated Availability:	Q2 2024
Term:	5 year initial term. No option to renew.
Subjects:	Subject to Truck Facility Permit approval, Council approval, Licence Agreement and partnering agreement.

<b>Site 3: 17768 – 96 Ave</b>	
Market Rent:	\$267,170 per annum
Property Tax Estimate:	\$25,460
Leasable Area:	82,206 ft <sup>2</sup>
Estimated Availability:	Q3 2025
Term:	3 year initial term with 3 year option to renew, subject to Temporary Use Permit approval.
Subjects:	Subject to road widening on corner of 96 Avenue and 180 Street, Temporary Use Permit approval, Council approval, Licence Agreement and partnering agreement.

<b>Site 4: 18952 – 52 Avenue</b>	
Market Rent:	\$165,636 per annum
Property Tax Estimate:	\$51,630
Leasable Area:	50,719 ft <sup>2</sup>
Estimated Availability:	Q3 2024
Term:	5 year initial term, No option to renew.
Subjects:	Subject to Council approval, Licence Agreement and partnering agreement.

#### **4. Business Licence**

The Preferred Respondent must hold a current City of Surrey business licence for a truck parking operator, truck/trailer operator or similar in the Transportation industry.

#### **5. Business Requirements**

The Preferred Respondent is responsible for the following:

##### Fencing:

The Preferred Respondent must screen the Site(s) by a minimum of a 1.5 m by solid fence, landscaping strip, or combination thereof, along the lot lines which abut a roadway or a residential lot (excluding driveways).

##### Settlement

There may be ongoing settlement on the Site(s). The Preferred Respondent is responsible for maintenance of the gravel surface and import granular fill and grading the Site(s) as required. Import of granular material must be 19m crushed gravel (refer to MMCD Section 31 04 17 for material specifications). Refer to MMCD Section 31 11 12 for the placement and compaction standards of granular material.

#### **6. Optional Services**

The Preferred Respondent may choose to install/provide the following:

##### Gating:

Gating is not a requirement, however, should the Preferred Respondent choose to install gating, the gating must be setback one (1) truck length from the property line.

##### Lighting:

Should the Preferred Respondent choose to install lighting throughout the Site, the Preferred Respondent is solely responsible for the any costs associating with lighting and shall comply with all BC Building Code requirements.

##### Security:

Security is not a requirement, but strongly encouraged. Should the Preferred Respondent choose to have security services, the Preferred Respondent is solely responsible for any security services and costs incurred.

Office:

Office space is not required, however, should the Preferred Respondent choose to install office they will need to comply with Zoning Bylaw 12000, Light Impact Industrial (IL) Zone and all BC Building Code requirements.

Washroom Facilities:

Washrooms facilities are not required, however, should the Preferred Respondent choose to install washroom facilities they will need to comply with Zoning Bylaw 12000, Light Impact Industrial (IL) Zone and all BC Building Code requirements.

## **7. Restrictions And Relevant City Bylaws**

Vehicle Restrictions:

The following is a list of permitted vehicles with their respective maximum lengths:

- Tractor Semitrailer (23 meters)
- Tridem Drive Tractor Semitrailer (23.5 meters)
- Straight Truck (12.5 meters)
- Truck-Pony Trailer (23 meters)
- Truck-Full Trailer (23 meters).

Intercity buses and recreational vehicles will not be permitted.

No Truck Repairs, Washing, or Painting on Gravel Surface:

Any maintenance of motor vehicles parked or stored at the Site, including engine tune-ups, lubrication, repairs and car washing, and any automobile painting and body work, can only take place on areas that are surfaced with an asphalt concrete or similar pavement. These repairs and maintenance will only be permitted on the asphalt surfaces.

Access/Egress:

The access/egress is restricted to the areas outlined in the Site maps attached as Schedules B, through E.

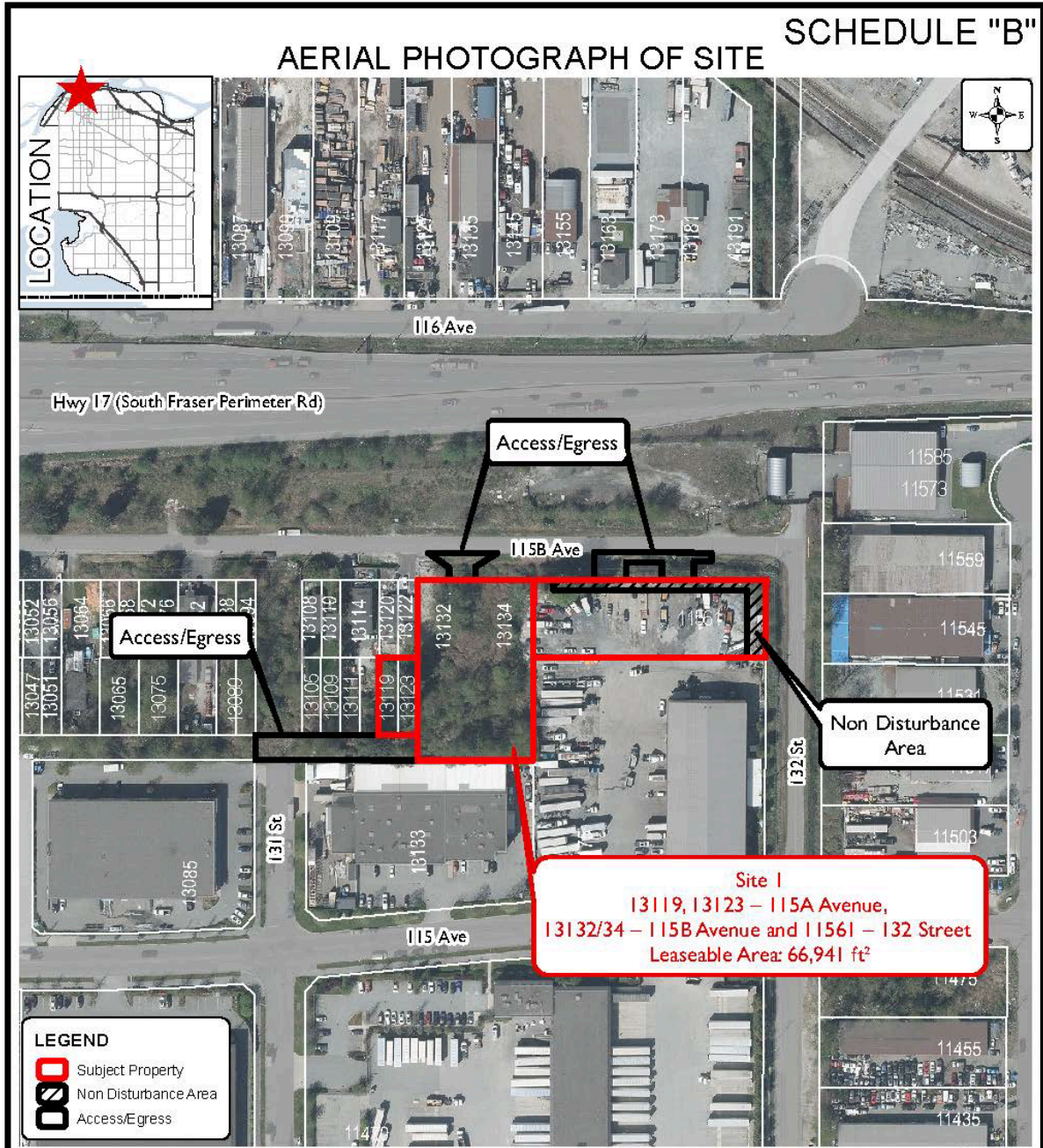
Applicable Bylaws:

The Preferred Respondent is responsible for complying with Zoning Bylaw 12000 (<https://www.surrey.ca/city-government/bylaws/12000>), Light Impact Industrial (IL) Zone and General Provisions Part 5 Off-Street Parking and Loading/Unloading.

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SCHEDULE B – SITE 1



Produced by GIS Section: 14-Dec-2023

Date of Aerial Photograph: 2023

Scale: 1:2,000

0 10 M



**Site 1**  
**13119, 13123 – 115A Avenue,**  
**13132/34 – 115B Avenue and**  
**11561 – 132 Street**

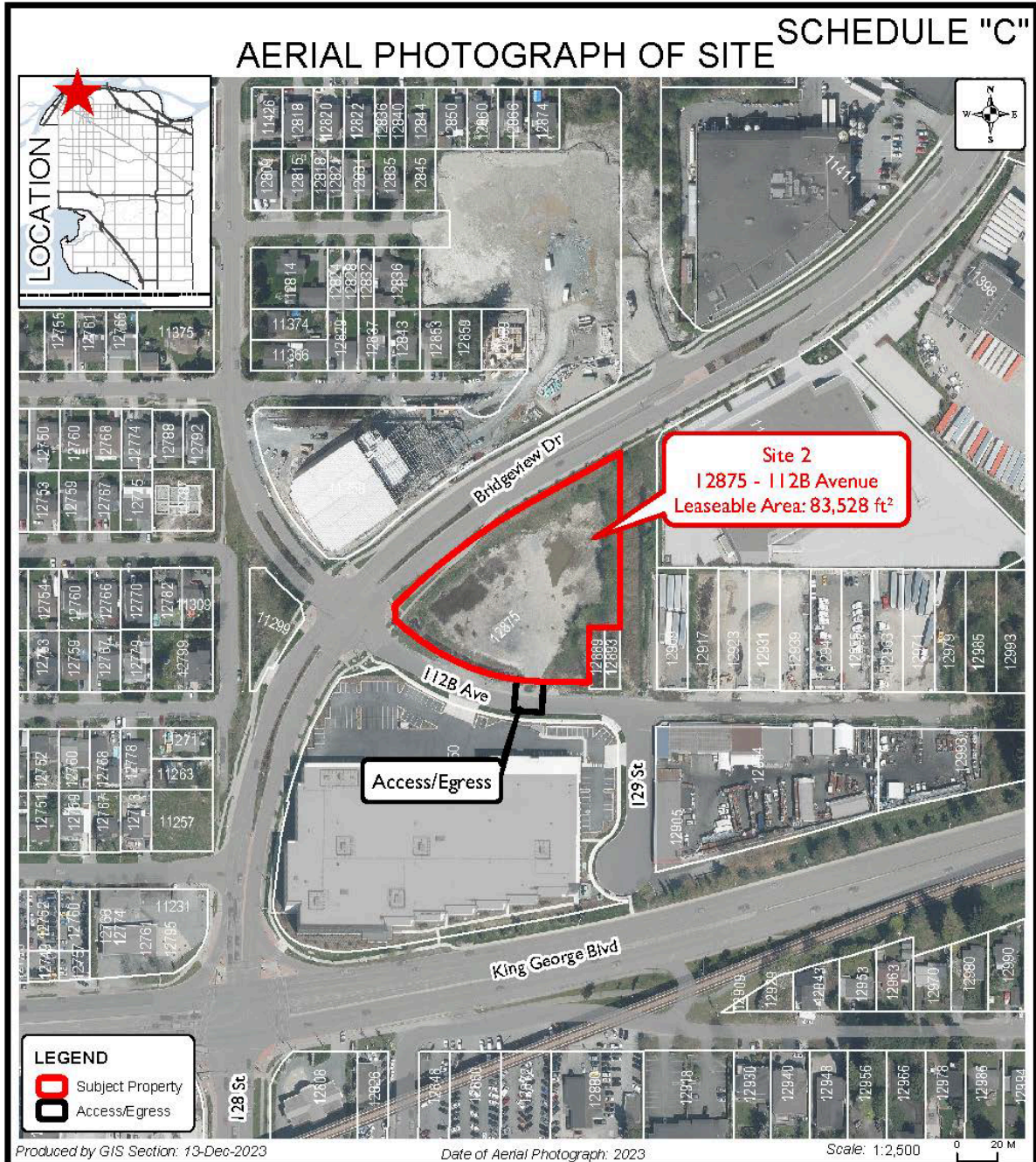
**ENGINEERING**  
**DEPARTMENT**

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey.  
 This information is provided for information and convenience purposes only.  
 Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

Source: G:\MAPPING\GIS\Maps\CorporateReps\Realty\UX\_rty\13132 - 115B Avenue\_API.mxd



SCHEDULE C – SITE 2



**LEGEND**

-  Subject Property
-  Access/Egress

Produced by GIS Section: 13-Dec-2023

Date of Aerial Photograph: 2023

Scale: 1:2,500



**Site 2**  
**12875 - 112B Avenue**

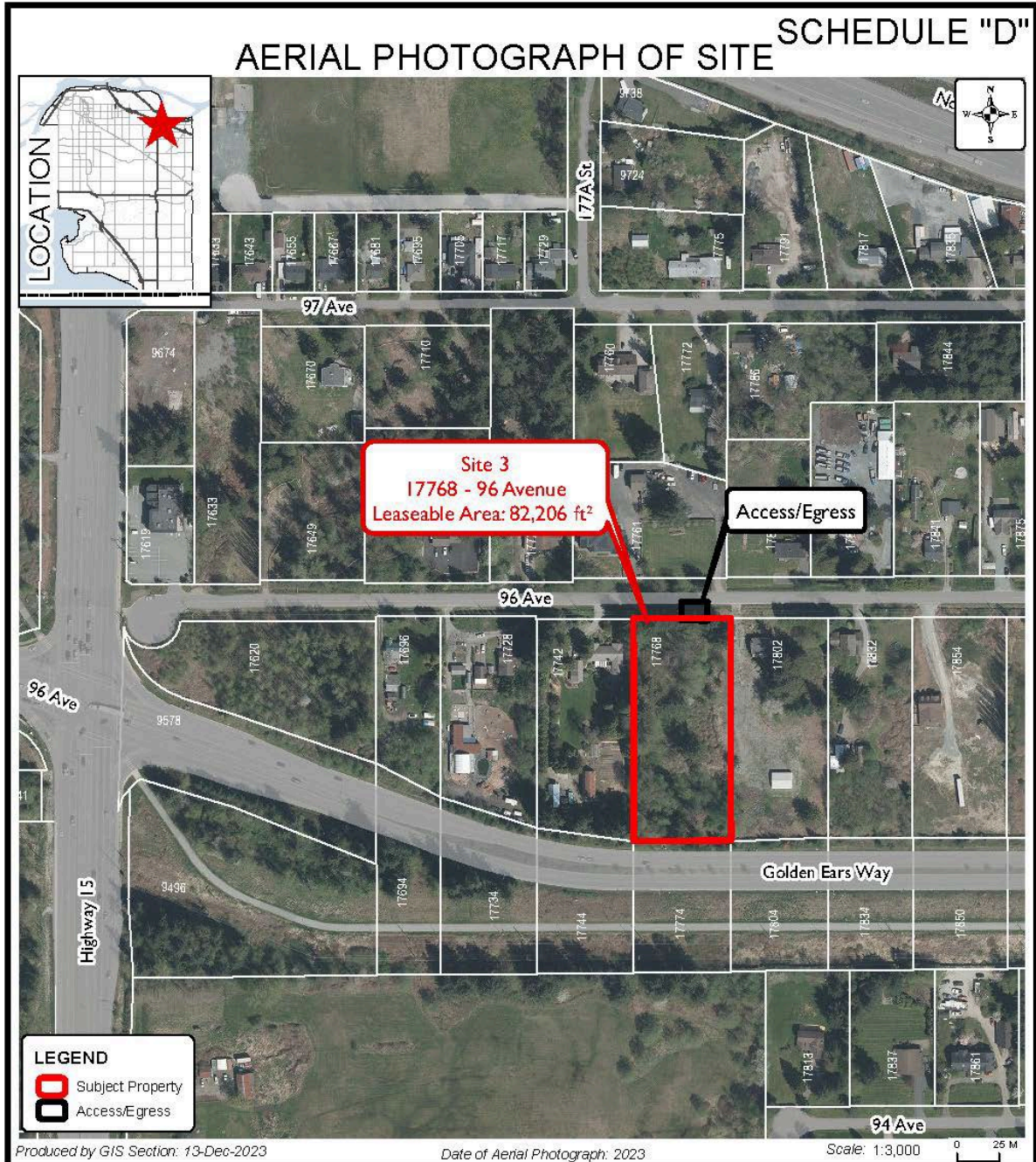
**ENGINEERING**  
**DEPARTMENT**


The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey.  
This information is provided for information and convenience purposes only.  
Lotsizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

Source: G:\MAPPING\GIS\Maps\C Corporate\Reps\Ready\JX\_Lby\12875 - 112B Avenue\_API11.mxd



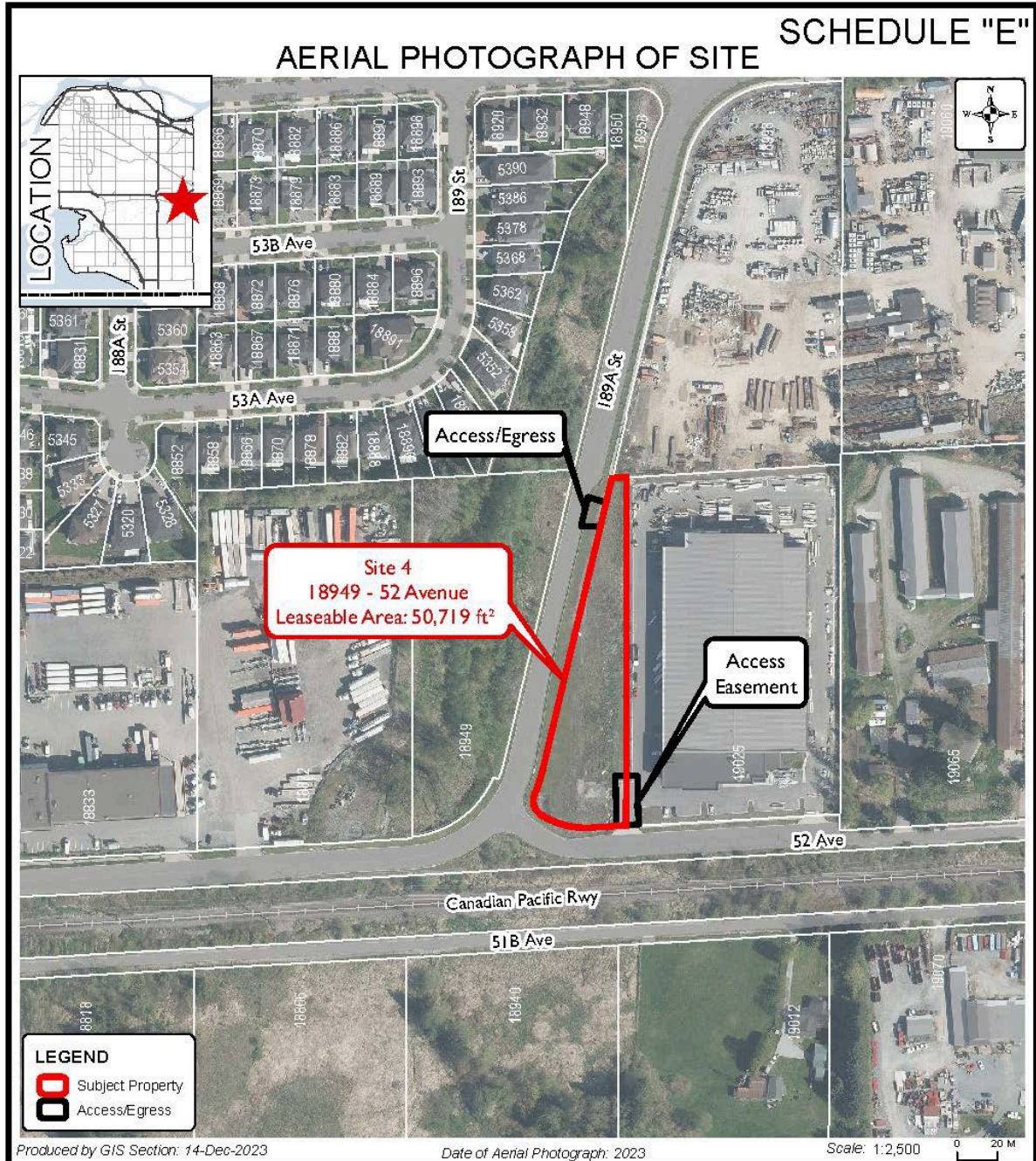
SCHEDULE D – SITE 3



 <p><b>CITY OF SURREY</b> the future lives here.</p>	<p><b>Site 3</b> <b>17768 - 96 Avenue</b></p>	<p><b>ENGINEERING DEPARTMENT</b></p>
<p>The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, legal descriptions and encumbrances must be confirmed at the Land Title Office.</p> <p style="text-align: right;">Source: G:\MAPPING\GIS\Maps\CorporateReps\Reality\17768 - 96 Avenue_APLIII.mxd</p>		



SCHEDULE E – SITE 4



**Site 4**  
**18949 - 52 Avenue**

**ENGINEERING**  
**DEPARTMENT**

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey.  
This information is provided for information and convenience purposes only.  
Lotsizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

Source: G:\MAPPING\GIS\Maps\CorporateReps\Ready\UX\_r\ly\18949 - 52 Avenue\_APIV.mxd

## SCHEDULE F – FINANCIAL SUBMISSION

Respondents are to enter their Annual Rental Submission in the tables below to one or several Sites. Respondents agree to compensate the City with the following rental rates in addition to full property tax payments. Annual market rates are provided for reference only.

For additional clarity, Respondents are solely responsible for all operating costs for the duration of the Licence Agreement. Rental Submission should consider these costs to ensure the operation is financially viable. Rental rates are subject to a rent review upon expiry of the initial term.

<b>Site 1: 13119, 13123 – 115A Avenue, 13132 – 115B Avenue and 11561 – 132 Street</b>			
Annual Market Rent	\$234,293	Annual Rental Submission	\$
		Property Tax Estimate	\$ 61,587
		Annual Total	\$

<b>Site 2: 12875 – 112B Avenue</b>			
Annual Market Rent	\$313,230.00	Annual Rental Submission	\$
		Property Tax Estimate	\$ 85,048
		Annual Total	\$

<b>Site 3: 17768 – 96 Ave</b>			
Annual Market Rent	\$267,170.00	Annual Rental Submission	\$
		Property Tax Estimate	\$ 25,460
		Annual Total	\$

<b>Site 4: 18952 – 52 Avenue</b>			
Annual Market Rent	\$165,636.00	Annual Rental Submission	\$
		Property Tax Estimate	\$ 51,630
		Annual Total	\$

## SCHEDULE G – SAMPLE LICENCE AGREEMENT

THIS LICENCE dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2024.

### BETWEEN:

**CITY OF SURREY**  
13450 – 104 Avenue  
Surrey, BC V3T 1V8  
(the “**Landlord**”)

OF THE FIRST PART

### AND:

(the “**Tenant**”)

OF THE SECOND PART

### WHEREAS:

- A. The Landlord is the owner of the Land;
- B. The Landlord has improved the Land for the operation of a truck parking facility; and
- C. The Tenant wishes to occupy the Land and the Landlord has agreed to grant an exclusive rental agreement to the Tenant, its agents, invitees, servants, employees, Tenants and customers, to enter, and occupy the Land, subject to the terms and conditions as set out in this Agreement.

**NOW THEREFORE THIS LICENCE WITNESSES** that in consideration of the rent, covenants, and agreements to be paid, observed, performed by the Tenant, and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant respectively covenant and agree as follows:

### 1. DEFINITIONS

- 1.1 The terms defined in this clause 1.1, for all purposes of this Licence unless otherwise specifically provided, have the following meanings:
  - (a) “**Additional Rent**” means the amounts, if any, payable by the Tenant pursuant to clauses 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 4.1 and 4.2 together with any other and additional amounts that are expressed in this Licence to be added to and made part of Rent, other than Basic Rent;
  - (b) “**Authority**” means the city or other municipal authority having jurisdiction over development on the Land;
  - (c) “**Basic Rent**” means the net basic rent provided for in this Licence as specified in subclause 3.1(a) of this Licence;

- (d) **“Commencement Date”** means one day following the issuance of the Temporary Use Permit or Truck Facility permit, or combination thereof;
- (e) **“Environmental Contaminants”** means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or relicence of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws;
- (f) **“Environmental Laws”** means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants;
- (g) **“Improvements”** means anything installed or added upon the Land and as permitted by the Authority including but not limited to all grading, land fill, fencing, lighting, landscaping washroom facilities, office space, and all necessary services and ancillary facilities, together with all replacements, alterations, additions, changes, substitutions, improvements, or repairs to them and all other improvements from time to time installed upon or affixed or appurtenant to the Land;
- (h) **“Land”** means those lands in the Province of British Columbia as outlined in Schedule “A” and described as:
  - PID:
  - Legal Description:
  - Civic Address:
- (i) **“Licence”** means the Licence agreement entered into between the City of Surrey and \_\_\_\_\_;
- (j) **“Non-Disturbance Area”** means that area shown outlined in heavy line on Explanatory Plan \_\_\_\_\_ and as generally shown attached hereto as Schedule “B”;
- (k) **“Rent”** means the Basic Rent, Additional Rent, and any other amounts payable by the Tenant under this Licence;
- (l) **“Temporary Use Permit” or “Truck Facility Permit”** means the temporary use permit or truck facility permit issued by the Authority relating to the use of the Land by the Tenant; and
- (m) **“Term”** means the period as specified in clause 2.2 of this Licence.

1.2 All of the provisions of this Licence will be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate clause of this Licence.



1.3 The words “herein”, “hereby”, “hereunder”, and words of similar import refer to this Licence as a whole and not to any particular article, clause, or subclause of the Licence.

1.4 The captions and headings throughout this Licence are for convenience and reference only and the words and phrases used in the captions and headings will in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any clause or the scope or intent of this Licence, nor in any way affect this Licence.

## **2. GRANT, TERM AND USE**

### **2.1 Grant**

The Landlord Licences to the Tenant and the Tenant Licences from the Landlord, the Land, subject to the terms, conditions, exceptions and reservations contained in this Licence for the Term.

### **2.2 Term**

The Tenant shall have and hold the Land, commencing one day following the issuance of the Temporary Use Permit or Truck Facility Permit or combination of both (the “Commencement Date”) and ending three (3) years under a Temporary Use Permit and five (5) years under a Truck Facility Permit after the Commencement Date (the “Term”) unless terminated earlier in accordance with the provisions hereof.

### **2.3 Permitted Use**

The Tenant covenants and agrees with the Landlord that the Land will not be used for any purposes except those as specified in the Temporary Use Permit and/or Truck Facility Permit and will not use or permit or suffer the Land or any part thereof to be used for any other business or purpose.

## **3. RENT**

### **3.1 Rent**

The Tenant shall pay to the Landlord, in lawful money of Canada without any set-off or deduction whatsoever, the aggregate of the sums specified in subclauses (a) and (b) below:

(a) Basic Rent: the amount of \$\_\_\_\_\_ Dollars per annum plus applicable taxes, payable in equal consecutive monthly installments, in the amount of \$\_\_\_\_\_ Dollars, in advance on the first of each and every month for the duration of the Term; and

(b) Additional Rent: means as defined in subclause 1.1(a).

### **3.2 Payments Generally**

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this Licence will be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due under this Licence, without prior demand at the office of the Landlord or such other place as the Landlord may designate from time to time to the Tenant; and
- (c) applied towards amounts then outstanding under this Licence, in such manner as the Landlord may see fit.

### **3.3 Triple Net Licence**

It is the intention of the Landlord and Tenant that all expenses, costs, payments, and outgoings incurred in respect of the Land or for any other matter or thing affecting the Land, will be borne by the Tenant and unless expressly stipulated to the contrary, the Rent will be absolutely net to the Landlord and free of all abatements, set-off, or deduction of real property taxes, charges, rates, assessments, expenses, costs, payments, or outgoings of every nature arising from or related to the Land, unless expressly stated to the contrary, the Tenant will pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments, and outgoings.

### **3.4 Goods and Services Taxes**

The Tenant agrees to pay to the Landlord at the times required by the applicable legislation all goods and services taxes payable under the *Excise Tax Act* (Canada), or such other tax as may be substituted for those taxes from time to time.

### **3.5 Payment of Utility Services**

The Tenant covenants with the Landlord to pay for or cause to be paid when due to the providers thereof all charges for gas, electricity, light, heat, power, telephone, cable, water, and other utilities and services used in or supplied to the Land throughout the Term, and will indemnify and keep indemnified the Landlord from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such charges, and any such loss, costs, charges, and expenses that relate to such charges suffered by the Landlord may be collected by the Landlord as Additional Rent.

### **3.6 Business Tax and Business Licence Fees**

The Tenant covenants with the Landlord that it is a current City of Surrey business licence holder and agrees to pay for or cause to be paid when due every tax and permit and business licence fee in respect of the use or occupancy of the Land by the Tenant (and any and every subtenant, permittee, and Tenant) other than such taxes as corporate income, profits, or excess profit taxes assessed upon the income of the Tenant (or such subtenant, permittee, and Tenant) whether such taxes or permit and business licence fees are charged by any municipal, parliamentary, legislative, regional, or other authority during the Term, and will indemnify and keep indemnified the Landlord from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes and permit and business licence fees; and any such

loss, costs, charges, and expenses that relate to such charges incurred by the Landlord may be collected by the Landlord as Additional Rent.

#### **4. PAYMENT OF TAXES**

##### **4.1 Payment of Taxes**

Except as otherwise provided in clause 4.2, the Tenant will in each and every year during the Term, not later than the day immediately preceding the date or dates on which real property taxes and other charges imposed upon real property within the Province of British Columbia become due and payable, whether monthly, quarterly, twice-yearly, or otherwise, pay and discharge or cause to be paid and discharged all applicable taxes, rates, duties, charges, and assessments, including school taxes, local improvement rates, and other charges that now are or will or may be levied, rated, charged, or assessed against the Land, whether such taxes, rates, duties, charges, and assessments are charged by any municipal, parliamentary, legislative, regional, school, or other authority during the Term and will indemnify and keep indemnified the Landlord from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such applicable taxes, rates, duties, charges, and assessments; and any such losses, costs, charges, and expenses incurred by the Landlord may be collected by the Landlord as Additional Rent. The Landlord will, not later than 60 days following receipt of any assessment notices delivered to the Landlord by any taxing authority relating to the Land, forward a copy of those notices to the Tenant. The Tenant will have the right to appeal any assessment of the Land or any other tax, rate, duty, charge, or amount referred to in this clause 4.1 provided that such appeal will be at the sole cost and expense of the Tenant. The Landlord will co-operate with the Tenant, at the Tenant's expense, in order to assist the Tenant with any such appeal. The Tenant will be responsible for the payments referred to in this clause 4.1 during the Term of this Licence.

##### **4.2 Delinquent Taxes**

If the Tenant in any year during the Term fails to pay the amounts under clause 4.1 when due, the Tenant will pay to the Landlord, on demand, interest on the amount outstanding at the percentage rate or rates established by the Province of British Columbia, the Authority, or any other taxing authority for unpaid real property taxes in the Province of British Columbia.

#### **5. IMPROVEMENTS**

##### **5.1 Tenant Improvements**

The Tenant covenants and agrees with the Landlord as follows:

- (a) The Tenant agrees to screen the Land by a minimum of a 1.5 m by solid fence, landscaping strip, or combination thereof, along the lot lines which abut a roadway or a residential lot (excluding driveways);
- (b) If the Tenant decides to install gating, the gating shall be setback by one (1) truck length from the property line;
- (c) Prior to the commencement of any development on the Land the Tenant will apply to the Authority for any permits necessary for the Improvements, and at the same time deliver to the Landlord drawings and specifications of the proposed Improvements for the Landlord's approval. Upon receipt of the Landlord's approval



and associated permits, the Tenant will install and/or add the Improvements on the Land, expeditiously and in a good and workmanlike manner and in substantial accordance with the drawings, and specifications all upon which the issuance of the building permit by the Authority having jurisdiction are based;

- (c) Any changes to the drawings, specifications, or location of the Improvements or the appearance of the Land will first be approved by the Landlord; and
- (d) The Tenant is responsible for all costs associated with the installation, maintenance and renewal of the Improvements and services to the Land.

## **6. INDEMNITY**

### **6.1 Indemnity of Landlord**

The Tenant agrees to indemnify and save harmless the Landlord from and against any liability for reasonably foreseeable personal injury, loss of life, or damage to property arising out of the occupancy or use by the Tenant of the Land occasioned by any negligent act or omission of the Tenant, its servants or agents while acting within the scope of their duties of employment, except to the extent that the same are caused or contributed to by any negligent act or omission of the Landlord, its elected officials, officers, employees, agents, tenants or any person acting on its behalf.

## **7. REPAIRS AND MAINTENANCE**

### **7.1 Landlord Not Obligated to Repair**

The Tenant assumes the full and sole responsibility for the repair, replacement, maintenance, and management of the Land and Improvements.

### **7.2 Repair and Maintenance by the Tenant**

The Tenant will during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition the Land and Improvements including but not limited to landscaping, and other like areas on the Land and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs and keep the Improvements fully usable for the purposes for which the Improvements were installed. Such repairs will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Improvements. The Tenant covenants and agrees to keep the Land in the same condition upon the Commencement Date.

### **7.3 Settlement**

As there may be ongoing settlement on the Land, the Tenant covenants and agrees with the Landlord that it will be solely responsible to maintain the gravel surface and import granular fill and grade the Land as necessary. Import of granular material must be 19m crushed gravel (Refer to MMCD Section 31 04 17 for material specifications). For the placement and compaction standards of granular material refer to MMCD Section 32 11 12.

## 8. INSURANCE

The Tenant covenants and agrees with the Landlord as follows:

- (a) to effect and keep in force at its own expense at all times throughout the Term and during such other times as the Tenant uses the Land, Comprehensive General Liability insurance on an occurrence basis, in an amount not less than Five Million Dollars (\$5,000,000) inclusive per occurrence, against death, bodily injury and property damage occurring by virtue of the Tenant's use and occupation of the Land or by virtue of this Licence. This insurance shall include Tenant's legal liability coverage. This insurance shall be endorsed to add the Landlord as an additional insured and shall include a cross liability provision such that the Landlord and Tenant are each insured as if each had purchased the policy of insurance.
- (b) The policies of insurance referred to above shall be in such form and with such companies as the Landlord may reasonably approve and shall contain the following:
  - (i) provisions that such policies shall be endorsed to provide the Landlord with thirty (30) days advance written notice of cancellation or material change;
  - (ii) provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of a claim under such policies and that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the Landlord; and
  - (iii) provisions that such policies and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by the Landlord.
- (c) The Tenant shall provide the Landlord with evidence of all required insurance prior to the Commencement Date and shall provide a certificate of insurance covering the required insurance policies when requested by the Landlord.
- (d) The Tenant hereby waives any right of recourse it may have or obtain against the Landlord, its employees or agents, with regard to loss or damage to its property except where such loss or damage is caused by the negligence of the Landlord.
- (e) The Tenant acknowledges that any requirement by the Landlord as to the amount of coverage under any policy of insurance will not constitute a representation by the Landlord that the amount required is adequate and the Tenant acknowledges that it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts.
- (f) Notwithstanding sub-clause 8(a), the Landlord, acting reasonably, may from time to time notify the Tenant that the amount of insurance posted by the Tenant pursuant to that sub-clause be changed and the Tenant shall, within sixty (60) days of receiving such notice, cause the amount of insurance posted pursuant to that sub-clause to be changed to the amount specified in the notice and deliver to the Landlord written confirmation of the change.

- (g) If any insurance policy upon the Land, or any part thereof, shall be cancelled or shall be threatened by the insurer to be cancelled, or the coverage thereunder reduced in any way by the insurer by reason of the use and occupation of the Land or any part thereof by the Tenant or by any assignee or sub-tenant of the Tenant, or by anyone permitted by the Tenant to be upon the Land, and if the Tenant fails to remedy the condition giving rise to cancellation or reduction of coverage within thirty (30) days after notice thereof by the Landlord, the Landlord may remedy the condition giving rise to such cancellation, threatened cancellation or reduction, and the Tenant shall forthwith pay the cost thereof to the Landlord which cost may be collected by the Landlord as additional rent.

## **9. BUILDERS' LIENS**

### **9.1 Tenant to Remove Liens**

The Tenant will, throughout the Term at its own cost and expense, cause any and all builders' liens and other liens for labour, services, or materials alleged to have been furnished with respect to the Land or the Improvements, which may be registered against or otherwise affect the Land, to be paid, satisfied, relicenced (including, without limitation, the relicence of all such liens from the interest of the Landlord in the Land), or vacated within 42 days after the Landlord sends to the Tenant written notice by registered mail of any claim for any such lien. PROVIDED HOWEVER that in the event of a bona fide dispute by the Tenant of the validity or correctness of any claim for any such lien the Tenant will not be bound by the foregoing, but will be entitled to defend against the claim in any proceedings brought in respect of the claim after first paying into court the amount claimed or sufficient security, and such costs as the court may direct, or the Tenant may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the Landlord, for 120% of the full amount of any claim for any such lien from the date any such claim is registered against or otherwise affects the Land, continuing so long as the proceedings continue and which letter of credit will be on terms sufficient to protect the Landlord's interest in the Land and in a form reasonably satisfactory to the Landlord and will be issued by one of the chartered Banks of Canada; and, upon being entitled to do so, the Tenant will register all such documents as may be necessary to cancel such lien from the Land, including the Landlord's interest in them.

### **9.2 Landlord Not Responsible for Liens**

It is agreed that the Landlord will not be responsible for claims of builders liens filed by persons claiming through the Tenant or persons for whom the Tenant is in law responsible. The Tenant acknowledges and agrees that the Improvements to be made to the Land are made at the Tenant's request solely for the benefit of the Tenant and those for whom the Tenant is in law responsible.

## **10. ENVIRONMENTAL**

### **10.1 Environmental Provisions**

The Landlord warrants that there are no Environment Contaminants currently on the Land.

The Tenant covenants and agrees with the Landlord to:

- (a) use the Land only in compliance with applicable Environmental Laws;

- (b) permit the Landlord to investigate the Land, any goods on the Land and Improvements, and the Tenant's records at any time and from time to time to verify such compliance with Environmental Laws and this Lease;
- (c) at the reasonable request of the Landlord, obtain from time to time at the Tenant's cost a report from an independent consultant designated or approved by the Landlord verifying compliance with Environmental Laws and this Lease or the extent of any non-compliance;
- (d) not store, manufacture, dispose, treat, generate, use, transport, remediate, or reLicense Environmental Contaminants on or from the Land without notifying the Landlord in writing and receiving prior written consent from the Landlord, which consent may be unreasonably or arbitrarily withheld;
- (e) promptly remove any Environmental Contaminants from the Land that were brought there by the Tenant in a manner that conforms to Environmental Laws governing their removal;
- (f) notify the Landlord in writing of:
  - (i) any enforcement, clean-up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Tenant or the Land pursuant to any Environmental Laws;
  - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Tenant or the Land relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Environmental Laws; and
  - (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the Land or any real property adjoining or in the vicinity of the Land that could subject the Tenant or the Land to any fines, penalties, orders, or proceedings under any Environmental Laws.
- (g) maintain and/or provide all environmental site investigations, assessments, audits and reports relating to the Land in strict confidence and not to disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, or to the Tenant's professional advisers and lenders on a need-to-know basis or with the prior written consent of the Landlord, which consent may be unreasonably withheld;
- (h) provide the Landlord, on an annual basis, with an Annual Environmental Assessment as described in Schedule "C" attached hereto;
- (i) not to use or permit to be used all or any part of the Land for truck washing, maintenance, repair, servicing or refueling of any kind; unless they are permitted on the asphalt surfaces (site specific); and

- (j) ensure that any fill brought on site meets CSR levels for industrial land use and aquatic life water quality.

## **10.2 Landlord May Make Inquiries**

The Tenant hereby authorizes the Landlord to make inquiries from time to time of any government authority with respect to the compliance by the Tenant with Environmental Laws, and the Tenant agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information.

## **11. OPTION TO RENEW (applicable to Sites 1 and 3)**

The Tenant shall have a right to renew the Licence for a further term of Three (3) Years under a Temporary Use Permit, subject to Council approval of the extension of the Temporary Use Permit and a rent view.

## **12. EARLY TERMINATIION**

The Landlord may terminate this Tenant immediately if the Tenant fails to comply with any of the terms and conditions of this Licence without a refund of monies already paid by the Tenant to the Landlord.

## **13. GENERAL**

### **13.1 Tenant Not to Commit Waste or Injury**

The Tenant will not commit or permit waste to the Land or any part of them nor will the Tenant injure or disfigure the Land or permit them to be injured or disfigured in any way.

### **13.2 No Unlawful Purpose**

The Tenant shall comply with all laws, including without limitation municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, and sanitary regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other governmental regulations which relate to the operation, occupation, and use of the Land, to the extent that the Tenant operates and uses the Land, and to the making of any repairs, replacements, alterations, additions, changes, or substitutions, to the Land or Improvements.

### **13.3 Security**

Should the Tenant choose to have security services, the Tenant acknowledges and agrees that the Tenant is solely responsible for all security to the Land.

### **13.4 Landlord's Regulations**

The Tenant will comply with such rules and procedures regulating the use and administration of the Land as the Landlord may reasonably adopt from time to time.

### **13.5 Removal of Chattels**

Upon the expiration or sooner determination of this Licence in any other manner, except re-entry by the Landlord pursuant to clause 13.1, the Tenant shall, at the expense of the Tenant and to the reasonable satisfaction of the Landlord, forthwith remove from the Land all equipment, articles, materials, effects and things at any time brought or placed thereon by the Tenant and that is not fixed to the Land and is a removable chattel and the Landlord shall leave the Land in a safe, clean and sanitary condition.

### **13.6 Land Accepted “As Is”**

The Tenant accepts the Land “as is” knowing the condition of the Land, and agreeing that the Landlord has made no representation, warranty, or agreement with respect to the Land, except as may be otherwise expressly provided in this Licence.

### **13.7 Services to the Land**

The Tenant agrees that the Landlord is under no obligation to provide services to the Land.

### **13.8 Access to the Land**

The Tenant agrees that access/egress the Land through the driveways from \_\_\_\_\_ Street/Avenue.

### **13.9 Non-Disturbance Area (if applicable)**

The Tenant agrees that they will not enter into or make any improvements in the Non-Disturbance Area.

### **13.10 Inspection by Landlord**

The Landlord and the Tenant agree that it will be lawful for a representative of the Landlord at all reasonable times during the Term to enter the Land to examine its condition. The Landlord will give to the Tenant notice of any repairs or restorations required in accordance with clause 10.2 and the Tenant will, within 60 days after every such notice, well and sufficiently repair, restore, and make good accordingly.

### **13.11 Observance of Regulations**

The Tenant covenants with the Landlord that, notwithstanding any other provision of this Licence to the contrary, throughout the Term the Tenant will comply with all provisions of law, including without limitation municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, and sanitary regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other government regulations that relate to the construction of the Improvements and maintenance of the Improvements, to the operation, occupation, and use of the Improvements on the Land to the extent that the Tenant operates, occupies, and uses the Land.

### **13.12 Subletting and Assigning**

The Tenant will not assign this Licence in whole or in part, or sublicense the Land, without the prior written consent of the Landlord, which consent may be unreasonably withheld. The Tenant will not be relieved of its obligations under this Licence upon assignment of the Licence unless the Landlord expressly consents to such relicence.

## **14. DEFAULT BY TENANT**

### **14.1 Re-entry on Certain Defaults by Tenant**

The Landlord and the Tenant agree that if the Tenant defaults in payment of Rent or any other sums required to be paid to the Landlord by any provision of this Licence, and such default continues for a period of 30 days after written notice of intention to terminate this Licence by reason of such default has been given by the Landlord to the Tenant the Landlord or the Landlord's agents or employees authorized by the Landlord may immediately or at any time thereafter re-enter the Land without being liable to any prosecution or damages therefor and may repossess and enjoy the Land and Improvements without such re-entry and repossession constituting a forfeiture or waiver of the Rent paid or to be paid to the Landlord, all of which Rent may be retained by the Landlord as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Tenant up to the date of such re-entry and repossession.

### **14.2 Remedies of Landlord Are Cumulative**

The remedies of the Landlord specified in this Licence are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy will be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified in this Licence or at law or equity. In addition to any other remedies provided in this Licence, the Landlord will be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or agreements under this Licence.

### **14.3 Waiver by Landlord**

The failure of the Landlord to insist upon the strict performance of any covenant or agreement of this Licence will not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement of this Licence will not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Landlord of rent or other moneys due under this Licence with knowledge of any breach of any covenant or agreement by the Tenant will not waive such breach. No waiver by the Landlord will be effective unless made in writing.

## **15. COVENANTS OF LANDLORD**

The Landlord covenants with the Tenant that it now has in itself good right, full power, and authority to Licence the Land to the Tenant in the manner and according to the true intent of this Licence.



## **16. CONDUCT ON LAND**

Taking into account that during installation of the Improvements the Land will be operated as a normal construction site, the Tenant covenants and agrees with the Landlord that it will not carry on or do, or allow to be carried on or done upon the Land any work, business, or occupation that may be a nuisance or that may be improper, noisy, or contrary to any law or to any bylaw or to any regulation of the Authority or any enactment of any other government agencies or authorities having jurisdiction for the time being in force.

## **17. SURRENDER OF LICENCE**

At the expiration or sooner determination of the Term, the Tenant will surrender the Land and the Improvements to the Landlord in the condition in which they were required to be kept by the Tenant under the provisions of this Licence, except as otherwise expressly provided in this Licence. The Tenant will not be entitled to any compensation from the Landlord for surrendering and yielding up the Land and the Improvements as provided.

## **18. QUIET ENJOYMENT**

### **18.1 Covenant for Quiet Enjoyment**

If the Tenant pays the Rent hereby reserved and the other charges, and performs the covenants hereinbefore on the Tenant's part contained, the Tenant will and may peaceably enjoy and possess the Land for the Term, without interruption or disturbance whatsoever from the Landlord or any other person, firm, or corporation lawfully claiming from or under the Landlord.

### **18.2 Landlord's Right to Further Encumber**

The Landlord hereby reserves the right to further charge the Land, or any part of them, by way of easement, right of way, or restrictive covenant in favour of a Crown corporation or agency, a municipality, a regional district, or other government agency or authority; and the Tenant agrees, at the request of the Landlord, promptly to execute and deliver to the Landlord such instrument as may be necessary to subordinate the Tenant's right and interest in the Land under this Licence to such charge.

## **19. NOTICE**

All notices, demands, and requests that may be or are required to be given pursuant to this Licence will be in writing and will be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended, or traceable mail addressed to the Landlord:

Attention:     Manager, Realty Services  
                  City of Surrey Engineering Department  
                  13450 104 Avenue,  
                  Surrey, BC  
                  V3T 1V8

or to the Tenant:

Attention:



The date of receipt of any such notice, demand, or request will be deemed to be the date of delivery if such notice, demand, or request is served personally or if mailed on the second business day following the date of such mailing, provided however that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slowdown of postal service, or other labour dispute that affects the delivery of such notice, then such notice will be deemed to be received when actually delivered.

**20. MISCELLANEOUS**

**20.1 Time Is of the Essence**

Time is of the essence of this Licence.

**20.2 No Modification**

This Licence may not be modified or amended except by an instrument in writing of equal formality as this Licence executed by the Landlord and the Tenant or by the successors or assigns of the Landlord and the successors or permitted assigns of the Tenant.

**20.3 Successors and Assigns**

It is agreed that these presents will extend to, be binding upon, and enure to the benefit of the Landlord and the Tenant and the successors and assigns of the Landlord and the successors and permitted assigns of the Tenant.

**THIS LICENCE** has been executed as of the day and year first above written.

**CITY OF SURREY**

by its authorized signatory

\_\_\_\_\_  
**NICHOLAS RAWCLIFFE,**  
Manager, Realty Services

**COMPANY**   
by its authorized signatory

\_\_\_\_\_  
Please Print Name:

**SCHEDULE "A"  
LAND**

SAMPLE

**SCHEDULE "B"  
NON-DISTURBANCE AREA**

**(if applicable)**

SAMPLE

## **SCHEDULE “C” “ANNUAL ENVIRONMENTAL ASSESSMENT”**

The Landord requires an annual environmental assessment report to support renewal of the business licence for a truck parking facility. An environmental assessment report must be authored and signed off by a Qualified Environmental Professional (“QEP”), which includes members in good standing with a professional body who have expertise and accreditation and knowledge relevant to contaminated sites. QEPs may include but are not limited to the following: Professional Engineers (P.Eng, EIT), Professional Biologists (R.P.Bio, BIT), Applied Science Technicians and Technologists (ASTT) of BC. The QEP is to inspect the site and ensure all on-site contamination control measures and environmental mitigation measures are operating as intended and to design specifications. The report is to address the following mitigation measures and provide photographs displaying the condition as required. If the site mitigation measures are deficient, the QEP is to indicate how to best bring the site into compliance. All relevant mitigation features are to be photographed. All photographs must include date and time they were taken.

### **Lot Drainage**

Inspect the site, evaluate, and provide commentary on the following:

- Is the lot graded to the stormwater infrastructure on site?
- Is there any pooling water? Depressed areas are to be filled and/or regraded so that rainwater drains properly into the storm system. Include before and after photographs.
- Inspect all on-site drainage infrastructure to ensure it is operating to design specifications.
- If applicable, provide proof of maintenance of onsite drainage infrastructure, including cleaning of catch basins (such as receipt from appropriate company within the past twelve months).

### **Fisheries Watercourse/Ditch Setbacks**

Inspect the site, evaluate, and provide commentary on the following:

- If there is a formal fisheries watercourse setback, is the fence and/or adequate landscaping features installed and maintained in the appropriate location? Provide photographs as appropriate.
- In the absence of a formal fisheries watercourse setback, is the fence and/or adequate landscaping features installed and maintained a minimum of 2 meters from top of bank from ditch, creek, and/or water features? Provide photographs as appropriate.
- Ensure there is no garbage or other refuse within the waterways or setback area.

### **Site Access**

Inspect the site, evaluate, and provide commentary on the following:

- Is the city road frontage of the site clean and clear with no evidence of dirt tracking?

**Other**

Inspect the site, evaluate, and provide commentary on the following:

- Are garbage and recycling bins available on site for disposal of refuse and recyclable containers?
- Is there any evidence of hydrocarbon spills?
- Is the existing/required landscaping in good condition?
- Is there any evidence of vehicle repairs, vehicle maintenance, or truck washing occurring on site?

Provide photographs of signage indicating that no vehicle repairs, vehicle maintenance, or truck washing are permitted to occur on the site.

**END OF DOCUMENT**

SAMPLE