

RESIDENTIAL BUILDING SITE LEASE

Lease No. _____

Lease Commencement Date: **eg: NOVEMBER 19, 2015**

Lease Termination Date: **NOVEMBER 18, 2035**

This Lease, dated the ____ day of _____, _____ is made

BETWEEN: **CULTUS LAKE PARK BOARD** with their main address located at:

4165 COLUMBIA VALLEY ROAD, CULTUS LAKE BC V2R 5B5
(the "Board")

AND:

_____ with their main address located at:

(the "Lessee")

WHEREAS:

- A. The City of Chilliwack is the registered owner of certain lands and premises defined as "Park" in the Cultus Lake Park Act, SBC Chapter 63 (which Act, as amended from time to time, is hereinafter called the "Act"), which lands and premises are hereinafter called "Cultus Lake Park";
- B. The City of Chilliwack holds title to the lands comprising Cultus Lake Park in trust for park purposes;
- C. The Act empowers the Board to manage, maintain and improve Cultus Lake Park and the Act further specifically empowers the Board to lease building sites within Cultus Lake Park for private or public use for a period not exceeding twenty-one (21) years; and
- D. The Board has agreed to lease a building site within Cultus Lake Park to the Lessee on the terms and conditions hereinafter provided.

DEMISE AND TERM

1. The Board hereby leases to the Lessee and the Lessee hereby leases from the Board all and singular those lands located within Cultus Lake Park known and described as Lot _____ (the "Lot") for a term commencing on the Lease Commencement Date and ending on _____ (the "Term"), on and subject to the covenants and agreements contained in this Lease.

BASE RENT AND ADDITIONAL RENT

2. The Lessee shall pay the Board as base rent hereunder, the sum of _____ **00/100 DOLLARS (\$_____)** per annum ("Base Rent") annually, in advance, on, or before the 15th day of March in each such year throughout the Term.
3. The Lessee shall also pay, as additional rent hereunder (collectively, the "Additional Rent"), either to the Board or directly to the applicable authority, as the case may be, when the same are due and payable in each case all amounts referred to in this Lease as Additional Rent plus all taxes, rates, duties,

levies and assessments lawfully charged by the Board, the Fraser Valley Regional District, the Province of British Columbia and any other municipal, regional or provincial authority having jurisdiction, including, without limitation, property taxes, school taxes, rates for provision of utilities such as water and sewer, street lighting, garbage collection and fire protection and capital reserves.

COVENANTS OF THE LESSEE

4. In addition to any other covenant of the Lessee contained in this Lease, the Lessee hereby covenants in favor of the Board as follows:

- (a) to pay Base Rent and Additional Rent at the times and in the amounts provided for in this Lease;
- (b) to use the Lot and any buildings or other improvements thereon for residential or recreational purposes only and not for any other purpose including any business or commercial purpose, without the prior written consent of the Board;
- (c) not to erect, construct, or build any additional dwellings, additions or renovations to existing structures on the Lot without first obtaining written permission from the Board;
- (d) not commit or permit to be committed waste upon the Lot, or nuisance or other thing that may disturb or interfere with the use or enjoyment by any other tenant in the Park;
- (e) to comply with all bylaws, rules and regulations of the Board;
- (f) to forthwith pay any fine, penalty or other levy whatsoever imposed or levied against the Lessee for failure to comply with any of the Board's bylaws, rules and regulations; and
- (g) to keep the exterior of any structures on the Lot in good repair and in a safe condition and to maintain the Lot in a neat, orderly, clean and sanitary condition in a manner reasonably satisfactory to the Board.

LANDLORD'S RIGHT TO PERFORM LESSEE'S COVENANTS.

5. If the Lessee fails, refuses or neglects to satisfy any of the Lessee's covenants hereunder to the reasonable satisfaction of the Board and such failure persists following 10 days written notice from the Board (or such lesser notice period as is reasonable in the event the Lot or any structure thereon is in an unsafe condition), then the Board may itself satisfy the Lessee's obligation without liability to the Lessee (including the Board's negligence and the negligence of other parties for whom the Board is responsible in law) for any loss or damage that may accrue to the Lessee by reason thereof, and upon completion thereof, the Lessee will pay the Board, as Additional Rent, the Board's actual reasonable costs in the circumstances plus 25% of such costs, immediately upon presentation of an invoice for such costs.

LEASE ASSIGNMENT AND MORTGAGES OF LEASE

6. Provided the Lessee is not then in default hereunder, the Lessee shall be entitled to assign this Lease provided that the Lessee first obtains the Board's prior written consent to the assignment, which consent shall not be unreasonably withheld or delayed and provided the Lessee pays the Board's then applicable administration fees, as set from time to time by the Board by bylaw (the "Administration Fees"). Every application for an assignment of this Lease shall be in writing in a form prescribed by the Board, from time to time, and shall be filed with the Secretary of the Board together with the Lessee's copy of the Lease and payment of the Administration Fees. In the event that such assignment or transfer of Lease is approved by the Board, the Secretary shall retain the original copy of the Lease and issue a Lease to the assignee for the balance of the Term then remaining, and forthwith inform the Lessee of the decision of the Board. In the event the Board refuses to provide its consent to the proposed assignment the Board shall forthwith advise the Lessee and the Board shall refund the Administration Fees to the Lessee.

7. The Lessee shall be entitled to grant a mortgage of its leasehold interest without the consent of the Board. It is the Board's current practice to accept mortgages of lease for filing at the Board's offices upon payment of the Board's standard fee in that regard, but the Board accepts no responsibility or

obligations with respect thereto other than any responsibilities or obligations expressly accepted by the Board in any agreement executed by the Board in favor of a mortgage lender.

COVENANTS OF THE LESSOR

8. The Lessor covenants with the Lessee that if the Lessee pays all rent hereby reserved and performs the other covenants herein on its part contained, then the Lessee shall, subject to the terms of this Lease, and subject to compliance by the Lessee with the terms of any encumbrances filed against title to the Lot at the Board's offices, peaceably possess and enjoy the Lot for the Term without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by, from or under it. The Lessee acknowledges that it is the Lessee's responsibility to make itself aware of the terms of any encumbrances filed against title to the Lot at the Board's offices and that the Board has no obligation to make the Lessee aware of any such encumbrances other than to provide copies of any such encumbrances to the Lessee, or its agent, when requested to do so and upon receipt by the Board of the Board's then applicable fees for provision of this information.

LESSEE'S DEFAULT AND LANDLORD'S RIGHT OF RE- ENTRY AND TERMINATION

9. If the Lessee fails to pay any rent when due, whether or not demanded by the Board, or if the Lessee fails to observe or perform any of its other obligations under this Lease, and the Lessee has not, within 10 days after notice from the Board specifying the default, cured the default or if the default is of a nature such that it should reasonably require a longer period to cure, then if the Lessee has not commenced to cure and diligently pursues the curing of the default, then the Board, in addition to any other right or remedy may:

- (a) re-enter the Lot and remove all persons and personal property therefrom and the personal property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Lessee, all without service of notice or resort to legal process and without the Board being guilty of trespass or becoming liable for loss or damage occasioned by any of those actions. In the event the Lessee fails or refuses to pay all storage costs or to reclaim any such personal property within 90 days of the date of removal then the Board shall be at liberty to dispose of all such property without any obligation to account to the Lessee therefor; and
- (b) terminate this Lease and all of the Lessee's rights under it with respect to the Lot and all improvements thereon.

BOARD'S RIGHT OF TERMINATION IF LOT REQUIRED FOR PARK PURPOSES

10. If the Board, in its absolute discretion, determines that it requires the Lot for Park purposes, such as for beaches, playgrounds, concession space, road or lane creation or expansion, fire access, or other Park purposes, then the Board may terminate this Lease, subject however, to the following provisions, namely:

- (a) the Board shall give notice of such termination in writing personally to the Lessee (the "Termination Notice") or by prepaid registered mail directed to the Lessee at its last known address not later than the 1st day of May in any year with such termination to be effective March 15th of the following year (the "Termination Date"); and
- (b) in such an event, subject to the Lessee's right to compensation described in paragraph 11, this Lease shall terminate with effect from 12:00 p.m. on the Termination Date and the Lessee shall surrender vacant possession of the Lot and all buildings and improvements thereon to the Board in the condition described in paragraph 4 and all such buildings and improvements shall become the property of the Board.

11. In the event of termination of this Lease by the Board in the manner described in paragraph 10, the Board shall be required to compensate the Lessee for the value of the Lease, including all buildings and other improvements on the Lot, such value to be determined on the basis of the fair market value of the Lease and all buildings and other improvements on the Lot as of the date of the Termination Notice, the valuation to be made as if the Lease had not in fact been terminated ("Fair Market Value"). If the parties are unable to agree on the Fair Market Value within 120 days of the date of the Termination Notice, then the Fair Market Value shall be the median of 3 appraisals of the Lease. Each party shall appoint 1 appraiser, being a member in good standing of the Real Estate Appraisal Institute of B.C. and the 3rd appraiser shall be appointed by the other 2 appraisers. The agreed upon or otherwise determined Fair Market Value shall be paid to the Lessee not more than 7 days following the Termination Date. The Board shall be able to set off as against this payment, any sums owing to the Board by the Lessee hereunder, including, without limitation, any losses, costs or expenses incurred or suffered by the Board resulting from the Lessee's failure to surrender the Lot in the condition described in subparagraph 10(b).

LESSEE'S RIGHT OF TERMINATION

12. The Lessee may terminate this Lease at any time during the Term on giving six (6) months written notice mailed by prepaid registered mail or delivered to the Board, and, at any time within such notice period, the Lessee may remove any buildings or structures which have been purchased or placed on the Lot provided that if the Lessee fails to remove such buildings or structures within the notice period then such buildings and structures shall be deemed to be the property of the Board.

OPTION TO RENEW

13. Provided the Lessee pays all rent hereby reserved and provided the Lessee has not otherwise been in breach of its obligations hereunder in any material respect through the Term, then the Lessee shall have the option to renew this Lease for a further term of twenty-one (21) years commencing from the day immediately following the end of the Term, provided that prior to the expiration of the Term the Lessee gives to the Board ninety (90) days written notice of its intention to renew the Lease. The renewal Lease shall contain a further twenty-one (21) year option to renew and shall otherwise be on the Board's then standard form of Lease.

GENERAL

14. This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

15. This Lease shall be binding upon and ensure to the benefit of the parties and their respective heirs, administrators, successors and permitted assigns.

16. If two or more individuals comprise the Lessee, then the liability of each individual, to pay Rent and perform all other obligations of the Tenant under this Lease is joint and several.

17. This Lease contains all the representations, warranties, covenants, agreements, conditions and understandings between the Board and the Lessee concerning the Lot or the subject matter of this Lease.

18. Time shall be of the essence in this Lease.

19. Any notice or other communication required or permitted to be given under this Lease will be in writing and will be considered to have been given if delivered by hand or mailed by prepaid registered post in Canada to the address of the Lessee appearing on page 1 of this Lease or to the Board, to the Board's administrative offices.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL of the Board is hereunto affixed in the presence of its proper officer.

CULTUS LAKE PARK BOARD, Lessor
PER:

)	
)	
BONNY BRYANT,)	Corporate Seal
DIRECTOR OF PARK OPERATIONS)	
CHIEF ADMINISTRATIVE OFFICER)	

)	SIGNED in the presence of:
By its authorized signatory(ies):)	
[REDACTED])	
)	
)	Witness Signature
)	
)	
)	Print Name & Title
)	
)	
)	
)	
)	
By its authorized signatory(ies):)	
[REDACTED])	

(hereinafter collectively called the "Lessee")