

Précis

Parish of ST. MARY THE VIRGIN SAPPERTON (the "Parish") Garden Lease Extension

Who:	Date	Status
Management Finance & Property Committee	September 29, 2015	Approved
Diocesan Council	November 4, 2015	Approval requested

Background

The Parish granted a lease for community gardens to the NEW WESTMINSTER COMMUNITY GARDENING SOCIETY (the Tenant) in May 2010 to November 30, 2010. Diocesan Council approved the lease and allowed it to be extended by the Parish subject to the following:

"The renewal of the lease for additional terms of any length is approved provided that the total lease shall not extend past November 30, 2015 without a review of the success and benefits of the project by the Parish and Diocesan Council and further approval of such additional terms extending past November 30, 2105 by Diocesan Council and the Bishop."

The Parish and the Tenant verbally renewed the lease over a number of years. This verbal renewal was reduced to writing on 24 August 2015 with an expiry date of November 30, 2015.

The Lease contains an early termination clause that states:

3.3 Notwithstanding any other provision of this Lease, the term of this Lease may be cancelled by the Landlord on giving written notice at any time if the Landlord requires the Yard or Property for redevelopment or renovation of the Yard, Property or neighbouring properties owned by the Landlord or any affiliated body or it plans on selling the Property or renting the Property including the Yard as one package. Notice may be given during a Growing Season but it will not take effect until the later of 21 days after Notice is given or the end of the Growing Season. Notice given between Growing Seasons will take effect 21 days after Notice is given, even if that date would fall within a Growing Season.

The Lease defines Growing Season as follows:

"Growing Season" means April 1 to October 15 of the year in question;

A draft renewal is proposed to extend the lease over a further 5 years. A copy is attached to this précis (the Second Lease Extension). The Second Lease Extension contains the following provision dealing with early termination by the Parish (as Landlord):

3.1 Section 3.3 of the Lease as currently stated will remain in effect to and including November 30, 2015. Effective December 1, 2015, Section 3.3 of the Lease will read as follows:

3.3 Notwithstanding any other provision of this Lease, the term of this Lease may be cancelled by the Landlord on giving written notice at any time. Notice may be given during a Growing Season but it will not take effect until the later of 30 days after Notice is given or the end of the Growing Season. Notice given between Growing Seasons will take effect 30 days after Notice is given, even if that date would fall within a Growing Season.

The Parish has submitted a letter outlining the pros and cons of the Lease and requesting that the terms be extended for another 5 years.

Legal Requirements

Under THE SYNOD OF THE DIOCESE OF NEW WESTMINSTER INCORPORATION ACT, 1893, as amended, (the "Act") a Parish cannot encumber its property without consent of Diocesan Council and the Lord/Lady Bishop. The Lease and the Lease Extension are both encumbrances. The Lease was previously approved by both Diocesan Council and the Lord Bishop. The First Lease Extension was also approved by the form of resolution of Diocesan Council (see above).

Under the terms of the Act and the Lease, any extension past November 30, 2015 requires a new consent. The prior resolution of Diocesan Council also requires a review (see prior page).

REQUEST

The Parish seeks approval of the Second Lease Extension.

At its meeting of September 29th 2015, the Management, Finance & Property Committee approved the following:

THAT the Management Finance and Property Committee of the Diocese recommends that Diocesan Council pass the following resolution, conditional upon the Parish and the Tenant (as defined below) having executed the Second Lease Extension (as presented to the MFP meeting of September 29, 2015 with no amendments other than those approved by the Treasurer and the Registrar):

RESOLVED THAT:

1. In these resolutions:
 - 1.1. "Diocesan Council" means the Executive Committee of the Diocese;
 - 1.2. "Diocese" means The Synod of the Diocese New Westminster (Inc. No. PA-14);
 - 1.3. "Lease" means the Leases date for reference the 1st day of April, 2010 between the Parish and the Tenant;
 - 1.4. "MFP" means the Management Finance and Property Committee of the Diocese;
 - 1.5. "Parish" means the THE PARISH OF ST. MARY THE VIRGIN SAPPERTON (Inc. No. PAR-41);
 - 1.6. "Second Lease Extension" means the Commercial Lease Extension dated for reference the 1st day of October, 2015 made between the Parish and the Tenant extending the Lease for 5 years to November 30, 2020 circulated at this meeting, together with such any changes, if any, as may be requested by the Parish and are approved by the Diocesan Treasurer and a legal officer of the Diocese.
 - 1.7. "Tenant" means NEW WESTMINSTER COMMUNITY GARDENING SOCIETY (Inc. No. S-55913);
2. Diocesan Council consents to the terms of the Second Lease Extension.
3. Diocesan Council request that the Lady Bishop also consent to the terms of the Second Lease Extension.
4. That if the Lady Bishop consents to the terms of the Second Lease Extension, that the Lady Bishop and Treasurer be requested to sign the form of Consent appended to the Second Lease Extension.

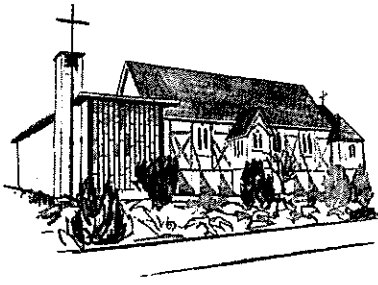
MOTION CARRIED

SUGGESTED MOTION FOR DIOCESAN COUNCIL:

THAT Diocesan Council pass the following resolution, conditional upon the Parish and the Tenant (as defined below) having executed the Second Lease Extension (as presented to the MFP meeting of September 29, 2015 with no amendments other than those approved by the Treasurer and the Registrar):

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3. Diocesan Council request that the Lady Bishop also consent to the terms of the Second Lease Extension.
4. That if the Lady Bishop consents to the terms of the Second Lease Extension, that the Lady Bishop and Treasurer be requested to sign the form of Consent appended to the Second Lease Extension.



St. Mary the Virgin, Sapperton

Diocese of New Westminster

*Interim Priest-in-Charge: The Reverend Maggie Rose Muldoon.
121 East Columbia Street, New Westminster, BC, V3L 3V7
(604) 521-2314 www.stmarysapperton.ca*

September 25, 2015

To: Diocesan Council, Diocese of New Westminster
From: St. Mary the Virgin Anglican Church, Sapperton, New Westminster
Re: Mary Mount Community Garden

Mary Mount Community Garden has been located on the property of St. Mary's Church for the past 5 years. The garden is run by the New Westminster Garden Society registered under the Societies Act. We are asking Diocesan Council to approve an extension of the lease until 31 December, 2020, with the provision that the lease could be terminated at any time with 30 day notice.

There are currently 15 lots which are all being used on the St. Mary's site. We have a good relationship with the New West Garden Society. In the past if we have had any concerns with the garden, our concerns have been dealt with immediately. At this time we have no concerns.

The Garden Society charges the gardeners a membership fee which is used to buy garden supplies such as tools, bark mulch, hoses etc., pay for legally required items such as insurance and create a contingency fund to cover costs of possible loss of a garden or other unexpected problems.

As per the original lease, we have not in the past charged a fee to the society but will begin charging \$10.00 per year, this being the same charge that the City of New Westminster charges per year for their other gardens. A copy of the City of New Westminster lease is enclosed.

The community garden has provided a wonderful connection to the greater community. It is common for parishioners and gardeners to engage with each other on a Sunday morning or other times during the week. Two or three times a year we have a yard cleanup and the gardeners all show up to help, thus bringing the community together to work together and for the fellowship. Our parishioners love attending the Stone Soup dinner in the fall where foods from the garden are put in the soups. As well produce from the gardens is shared with the community including St. Barnabas's soup kitchen and the parishioners of St. Mary's on Sunday mornings.

When new people come to our church they admire the gardens. We are proud to be able to offer this area of our lands for this community service. We ask you to approve this lease extension so that this ministry to our community may continue.

The following supporting documents are attached:

1. Letter from Community Garden Society to the Parish of St Mary the Virgin (4 pages).
2. Licence for Use Agreement, November 15, 2014 (8 pages).
3. Commercial Lease Extension (April 15, 2010 through November 30, 2015) 2 copies)
4. New Commercial Lease Extension

Karen Baron

Bishops Warden Peoples Warden

Signed Karen Baron (date)

Sept 22/15

Florence Erwin

Peoples Warden

Signed Florence Erwin (date)

Sept 22/15

New Westminster

Community Garden Society

(Inc. No. S-0055913)

PO Box 303 – 720 Sixth Street

New Westminster, BC V3L 1H9

August 26, 2015

To: The Parish of St Mary The Virgin Sapperton

Let me begin by saying the New Westminster Community Garden Society (NWCGS) is registered with the BC government as a not for profit society and as such adheres to the laws set out by the Minister of Finance. We adhere to the By-laws set out in Schedule B of the Society Act. Each garden develops its own guidelines and operates independently, with its own budget, visions and goals while keeping within the framework of the society's general guidelines. Currently we have 3 gardens under our umbrella.

- The money collected from each person for their annual membership and plot fee is put in a collective account from which each garden receives a budgeted amount for the year.
- The budgeted amount is used to upgrade the garden including soil, bark mulch, tools, equipment, community social events etc. The budget at Mary Mount is generally \$500 based on the garden's size and number of members.
- The difference between the budget amount received and the total collected is used collectively to cover common expenses ie lease, insurance, administrative expenses: website, telephone, printing, an honorarium for speakers or presentations by a Master

8/30/2015

Gardener at our AGM or special event.

- An amount is held in contingency, in the event a garden's lease is terminated and to cover the costs involved in removing it.
- Another portion is kept available to be used to set up and develop new gardens, as the opportunity arises. The Society is always on the lookout to develop new gardens and The City of New Westminster plays an active role in helping us and most recently has helped us open St Mary's Park Garden on the site of the old St Mary's hospital. The cost of our 2 leases with The City of New Westminster is \$10 per garden per year.
- On occasion, expenses are incurred at events which promote and educate the public of the benefits of community gardening ie at the River Market and Queensborough Community Events plus Earth Days etc. New Westminster Quay is interested in having NWCGS involved in several community areas within their area but at this time we lack the resources and manpower to be part of this very positive opportunity and have put this on the table for future consideration.

Our purpose

- developing, operating and managing gardens on a not for profit basis which are local and organic while promoting a sense of community with fellow gardeners and the community at large.

We at Mary Mount view the opportunity of gardening locally and organically as a positive step toward to fulfilling this mandate.

The positives...

- Each garden member is able to walk to their garden to produce organic food for themselves but also share their excess with fellow gardeners or donate it to a charity of their choice such as St Barnabas food program, the Food Bank, Plant a Row Grow a Row or Union Gospel Mission etc.
- The garden creates a point of contact for both the garden and the church, as walk through traffic stops for conversation. It facilitates visibility of the church. These passerbys see notices of upcoming events posted at the church as they walk through. They first see the garden and then see the church.
- As gardeners, we have made friendships with members of the church through being invited to church events and services and they in turn have been invited to ours, such as our Stone Soup Event in the fall, celebrating the fall harvest. We have jointly participated in the church's yard cleanup, benefiting both the church and the garden. We have shared a social time at these events which has further enhanced our sense of community.
- Personally...I have attended the church and have joined a Prayer Shawl knitting group as a result of my involvement in the community garden. One from the knitting group has become a NWCGS member and a gardener at St Mary's. Several of the church members are also gardeners.
- I have had the opportunity to meet the current pastor and previously Georgina Harris who had a garden plot in Mary Mount. We've had a number of opportunities to interact and work together.

Negatives or cons at Mary Mount are minimal, from my perspective as President of NWCGS, Mary Mount Garden Coordinator and gardener. I believe we have a positive working relationship with the church and think we both feel free to communicate any issues that arise and need to be addressed.

RE: New 5 year lease: suggested changes:

- Remove the definition of the document from "commercial" (because the NWCGS is a not for profit society and not a commercial enterprise)
- "Rent nil" changed to "Lease Fee: \$10 per year" (to be consistent with our lease payment to the City of New Westminster for our other gardens)
- Change termination from 21 days to 30 days (to be consistent with our leases with the City of New Westminster)

I hope this letter has clarified any question you may have had. Please feel free to contact me if you need any further information.

A handwritten signature in blue ink, appearing to read 'C. de Waal', with a stylized, cursive script.

Carol de Waal

President, NWCGS

8/30/2015

LICENCE FOR USE AGREEMENT

THIS AGREEMENT dated the November 15, 2014 is

BETWEEN:

CORPORATION OF THE CITY OF NEW WESTMINSTER, a municipal corporation having an address of 511 Royal Avenue, New Westminster, British Columbia, V3L 1H9

(the "City")

AND:

NEW WESTMINSTER COMMUNITY GARDENING SOCIETY (Inc. No. S-0055913) a society duly incorporated under the *Society Act* (British Columbia) having an address of PO Box 303 – 720 Sixth Street, New Westminster, British Columbia, V3L 3C5.

(the "Licensee")

WHEREAS:

- A. The City owns, holds, possesses and controls the premises known as Simcoe Park (the "Land") in the City of New Westminster, British Columbia;
- B. The Licensee wishes to develop, operate and manage a community garden (the "Garden") on a portion of the Land;
- C. The City agrees to grant to the Licensee a non-exclusive contractual licence to use and occupy the following area of the Land, which is outlined in bold on the sketch plan attached as Schedule "A" (the "Licence Area") on the terms and subject to the conditions set in this Agreement.

THIS AGREEMENT is evidence that in consideration of the preceding recitals, the mutual promises contained in this Agreement and the payment of \$10.00 by the Licensee to the City (the receipt and sufficiency of which the City acknowledges), the parties agree as follows:

1. **Grant** - The City hereby grants to the Licensee a licence to use the Licence Area, on the terms and conditions set out in this Agreement.
2. **Licence Only** - The Licensee acknowledges and agrees that this Agreement creates a non-exclusive contractual licence only and nothing in this Agreement creates any leasehold or other property right or interest in the Licence Area or in Land.
3. **Purpose** – The Licensee shall only use the Licence Area for the purpose of developing, operating and managing the Garden on a not for profit basis.

4. **Term** – The term of this Agreement shall be a period of three years commencing on January 1, 2015 and expiring on December 31, 2017 (the “Term”).
5. **Termination** – The City may terminate this Agreement without cause on thirty (30) days’ written notice to the Licensee. The City will not be liable to compensate the Licensee for damages, costs or losses resulting from the exercise of this right of termination.
6. **Licence Fee** – The Licensee shall pay to the City a licence fee of \$10.00 for the Term, which amount includes all applicable taxes (the “Licence Fee”) and is payable on the first day of the Term.
7. **Costs** - The Licensee is solely responsible for developing, operating and managing the Garden and all costs associated with the Garden.
8. **Garden Site Plan** - The Licensee covenants and agrees with the City to develop the Garden in accordance with the garden site plan attached as Schedule “B” to this Agreement.
9. **Management** - The Licensee covenants and agrees that:
 - (a) only members of the Licensee shall be allotted a plot in the Garden;
 - (b) residents of the City of New Westminster will be given priority to become members of the Licensee;
 - (c) members of the Licensee who are residents of the City of New Westminster will be given priority for allotment of a plot in the Garden;
 - (d) subject to section 8(c), allotment of plots in the Garden will be made from a waiting list on a first-come, first-served basis;
 - (e) all allotment fees charged by the Licensee will be reported to the City; and
 - (f) access to the Licence Area and the Garden will not be denied to the public.
10. **User Agreements** – The Licensee shall enter into a user agreement (the “User Agreement”) with each member of the Licensee that wishes to use the Garden.
11. **User Agreement Terms** - The Licensee covenants and agrees that the User Agreements will contain the following terms:
 - (a) a term not greater than the Term of this Agreement;
 - (b) use of an allotted plot in the Garden can be revoked by the Licensee without cause on twenty (20) days’ written notice;
 - (c) a release and an indemnity in the same form as contained in sections 22 and 23 in favour of the City;

- (d) an allotted plot must be maintained to a minimum standard of aesthetics and orderliness;
 - (e) only vegetables, flowers, berries, espalier fruit trees and herbs may be grown in an allotted plot;
 - (f) produce grown in an allotted plot cannot be for profit and any excess produce may be donated;
 - (g) all gardening practices including, but not limited to, watering shall be in strict compliance with the City's bylaws and policies;
 - (h) no chemicals, fertilizers, pesticides or herbicides may used in an allotted plot;
 - (i) use of an allotted plot is at the member's own risk.
12. The Licensee shall provide to the City for approval a copy of the User Agreement prior to entering into any User Agreements with its members.
13. The Licensee covenants and agrees that the City must approve any changes to the User Agreement during the Term.
14. **Licensee Covenants** – The Licensee shall:
- (a) pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Licence Area, including without limitation, all taxes, levies, charges and assessments;
 - (b) keep any composting in an enclosed and secure container;
 - (c) only permit the growing of vegetables, flowers, berries, espalier fruit trees and herbs in the Garden;
 - (d) maintain the Garden to a standard equal or better than gardens and green spaces maintained by the City, which also includes trimming grass, weeding, building and/or maintaining plots and keeping the land clean and organized;
 - (e) keep the Licence Area in a clean, safe and sanitary condition at all times;
 - (f) not commit or allow any wilful or voluntary waste or destruction of the Licence Area;
 - (g) not permit the accumulation of rubbish or unused personal property of any kind on the Licence Area;
 - (h) not display any sign or notice on or in the Licence Area unless the sign or notice has first been approved by the City;
 - (i) to promptly discharge any builder's lien which may be filed against the Licence Area relating to any improvements, work or construction which the Licensee

undertakes or causes to be undertaken at or on the Licence Area under the *Builders' Lien Act* (British Columbia);

- (j) remove all personal belongings from the Licence Area at the expiration of the Term or upon the earlier termination of this Agreement;
 - (k) surrender the Licence Area at the expiration of the Term or upon the earlier termination of the Agreement in a clean, safe and sanitary condition; all permanent buildings and fixtures will become the permanent property of the City as they are constructed, installed or placed in, on or under the Licence Area and;
 - (l) at all times during the currency of this Agreement, use the Licence Area in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
15. **Alteration of Licence Area** – The Licensee shall not do, allow or permit alteration or disturbance of the Licence Area in any way including, but not limited to:
- (a) construction of improvements or installations on the Licence Area;
 - (b) cutting, clearing or removing of trees, bushes or other vegetation on the Licence Area;
 - (c) depositing of unapproved soils or fill on the Licence Area; and
 - (d) depositing, storing or applying of chemicals, herbicides, pesticides or other substances that are capable of contamination on the Licence Area;
- without obtaining the City's prior written approval, which approval may be withheld for any reason. In giving its approval, the City may impose any conditions, including, without limitation, location requirements, access requirements, construction requirements, design requirements, financial restrictions and security obligations.
16. **Liaison** – The Licensee shall appoint a liaison to work with the City's Parks, Culture and Recreation Department, and the Licensee shall notify the City of the name of its liaison upon execution of this Agreement.
17. **Access** – The Licensee shall have a non-exclusive right of ingress and egress to and from the Licence Area.
18. **Security** – The Licensee shall be solely responsible to ensure that the Licence Area is secured at all times.
19. **Licensee's Belongings** – Within thirty (30) days of termination or expiration of this Agreement, the Licensee shall remove its belongings (i.e. furnishings, equipment, etc.) from the Licence Area. Any belongings not removed by the Licensee within the time

limit provided, shall be absolutely forfeited to and become the property of the City and the City may, at its sole option, retain the belongings or it may remove and dispose of them. The cost of removal and disposal of any belongings shall be charged to the Licensee, and shall be paid by the Licensee to the City forthwith.

20. **Ownership of Improvements at Termination** – All improvements and alterations to the Licence Area done by or on behalf of the Licensee during the Term shall, without compensation to the Licensee, become the permanent property of the City as they are constructed, installed or placed in, on or under the Licence Area.
21. **Assignment** - The Licensee shall not assign this Agreement in whole or in part.
22. **Release** - The Licensee hereby releases the City and its elected and appointed officials, employees, contractors and agents from and against all demands and claims, which the Licensee may have, now or in the future, in relation to this Agreement, the Licence Area or the Licensee's use of the Licence Area.
23. **Indemnity** - The Licensee will indemnify and save harmless the City, and its elected and appointed officials, employees, contractors and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, actions, claims, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, arising, directly or indirectly, out of:
 - (a) any breach of any obligation set forth in this Agreement to be observed or performed by the Licensee;
 - (b) any act, omission, or negligence of the Licensee, its members, volunteers, employees, agents, contractors or others for whom it is responsible;
 - (c) any personal injury, bodily injury, death or property damage occurring or happening on or off the Licence Area by virtue of the Licensee's entry on or use of the Licence Area; or
 - (d) the granting of this Agreement;

and the amount of all such losses, claims, costs, expenses, damages and liabilities will be payable to the City immediately upon demand.
24. The release and the indemnity in sections 22 and 23 shall survive any termination of this Agreement.
25. **Insurance** - The Licensee must, at its sole expense, obtain and maintain during the Term:
 - (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the operations at, and the use of, the Licence Area in an amount of not less than \$2,000,000.00 per occurrence; and

- (b) "all risks" insurance, for replacement cost, on all improvements on or to the Licence Area, and all of the Licensee's fixtures and personal property on the Licence Area, in such an amount as may be reasonably required by the City.
26. All policies of insurance required to be taken out by the Licensee must be with companies satisfactory to the City and must:
- (a) name the City as an additional named insured;
 - (b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Licensee which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured's;
 - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (d) be primary and non-contributing with respect to any policies carried by the City and that any coverage carried by the City is in excess coverage;
 - (e) not be cancelled without the insurer providing the City with thirty (30) clear days written notice stating when such cancellation is to be effective;
 - (f) be maintained for a period of twelve (12) months per occurrence;
 - (g) not include a deductible greater than \$5,000.00 per occurrence;
 - (h) include a cross liability clause; and
 - (i) be on other terms acceptable to the City, acting reasonably.
27. The Licensee must obtain all required insurance at its sole expense and must provide the City with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so by the City.
28. **Limitation on Liability** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk.
29. **No Representations and Warranties by the City** – The Licensee acknowledges and agrees that the City has given no representations or warranties with respect to the Licence Area.
30. **Licensee Representations and Warranties** – The Licensee represents and warrants to the City that the Licensee:
- (a) is a not for profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain for its members;

- (b) has the power and capacity to enter into and carry out the obligations under this Agreement; and
 - (c) has completed all necessary resolutions and other preconditions to the validity of this Agreement.
31. **No Joint Venture** - Nothing contained in this Agreement creates a relationship of principal and agent or of joint venture or business enterprise or entity between the parties or gives the Licensee any power or authority to bind the City in any way.
 32. **No Restriction** - The covenants herein shall not in any way restrict the right of the City at any time from altering the Licence Area in any way. Nothing in this Agreement affects the right of the City to exercise its powers within its jurisdiction.
 33. **Entire Agreement** - This Agreement is the entire agreement between the parties regarding its subject matter. This Agreement may not be modified or amended except by an instrument in writing signed by both parties.
 34. **Notices** - Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered personally or mailed by prepaid mail to the intended party at its address set out on the first page of this Agreement. A notice will be deemed to be received on the day it is delivered, if delivered personally, or four (4) business days after the date it was mailed.
 35. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
 36. **Time of the Essence** – Time is of the essence of this Agreement.
 37. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid will not affect the validity of the remainder of the Agreement.
 38. **Binding on Successors** - This Agreement shall enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.
 39. **Waiver or Non-Action** – Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the City to take any action with respect to any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant or condition.
 40. **Interpretation** –
 - (a) Wherever the singular or masculine are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic, where the context or the parties hereto so require.

- (b) Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

DATED the 15 day of November, 2014 *for 2015.*

CORPORATION OF THE CITY OF NEW WESTMINSTER

G. Dean Gibson

G. Dean Gibson
Director of Parks, Culture & Recreation

DATED the 15 day of November, 2014.

NEW WESTMINSTER COMMUNITY GARDENING SOCIETY

Carol deWaal
Printed Name:

C deWaal
Signed Name:

President
Position:

• St Mary's Park Lease 2015 similar - with a few changes - re maintaining perimeter trees, etc to be maintain by NW Parks.

SCHEDULE "A"

Licence Area

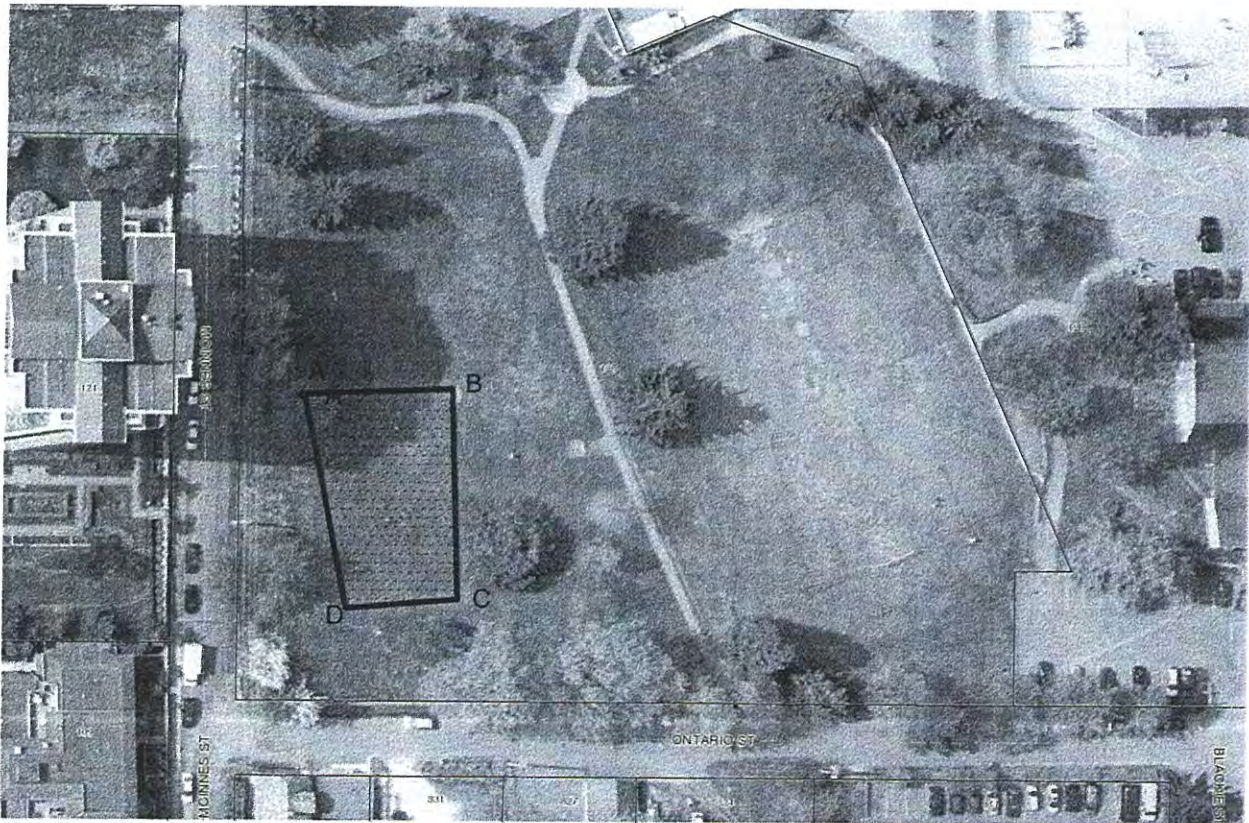
Simcoe Park Community Garden

Community Garden Coordinates:

Universal Transverse Mercator Zone 10N
NAD83

Coordinates:

A: 5450061.58m N	506009.67m E
B: 5450074.10m N	506025.32m E
C: 5450045.65m N	506041.57m E
D: 5450037.50m N	506028.33m E



COMMERCIAL LEASE

THIS LEASE made in duplicate and dated for reference the 1st day of April, 2010 (the "Reference Date") and actually executed on the 1 day of ~~April~~ ^{May}, 2010.

BETWEEN:

THE PARISH OF ST. MARY THE VIRGIN SAPPERTON (Inc. No. PAR-41)
having an address at 121 East Columbia Street, New Westminster, BC V3L 3V7

(the "Landlord")

AND:

NEW WESTMINSTER COMMUNITY GARDENING SOCIETY (Inc. No. S-55913)
having an address at P.O. Box 303 720 6th Street, New Westminster, BC V3L 3C5

(the "Tenant")

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. In this Lease:

- 1.1.1. "Growing Season" means April 1 to October 15 of the year in question;
- 1.1.2. "Property" means 125 East Columbia Street, New Westminster, BC;
- 1.1.3. "Reasonable Fee" means, in respect of each User, the greater of \$25.00 per annum or an amount necessary for the Tenant to recoup through all fees charged to all Users its costs under this Lease;
- 1.1.4. "Rules, Bylaws and Code of Conduct" means the Mary Mount Community Garden Rules and By-laws and Code of Conduct set out in Schedule A to this Lease as amended from time to time.
- 1.1.5. "User" means a person who is a member of the Tenant that has obtained the right from the Tenant to garden in a community garden plot located in the Yard;
- 1.1.6. "Yard" means the area of the front yard of the Property set out in the diagram attached as Schedule B to this Lease bounded by the retail building and fence/property line to the east, the existing walkways shown on the diagram to the north and west and Columbia Street to the south.

2. PROPERTY LEASED

- 2.1. The Landlord leases the Yard to the Tenant for the term set out in Section 3.1 hereof for the purposes set out in Section 4 hereof and upon the terms and conditions set out herein.

3. TERM

- 3.1. The initial term of this lease commences on April 15, 2010 and continues to November 30, 2010 unless terminated earlier.
- 3.2. The term may be extended on the mutual consent of the Landlord and the Tenant provided that no term shall be for more than 364 days unless approval as required by Section 16 has been first had and obtained.
- 3.3. Notwithstanding any other provision of this Lease, the term of this Lease may be cancelled by the Landlord on giving written notice at anytime if the Landlord requires the Yard or Property for redevelopment or renovation of the Yard, Property or neighbouring properties owned by the Landlord or any affiliated body or it plans on selling the Property or renting the Property including the Yard as one package. Notice may

be given during a Growing Season but it will not take effect until the later of 21 days after Notice is given or the end of the Growing Season. Notice given between Growing Seasons will take effect 21 days after Notice is given, even if that date would fall within a Growing Season.

4. USE

The Tenant covenants and agrees with the Landlord that:

4.1. The Tenant shall not use the Yard for any purpose other than for the purpose of community gardening.

4.2. The Tenant may grant, by way of licence, the right to Users to use particular community garden plots in the Yard subject to:

4.2.1. Such right shall not constitute a sublease or an assignment of this Lease;

4.2.2. The Tenant shall not charge to or collect from the User by way of membership or other fees more than a Reasonable Fee, or if it does collect more than a Reasonable Fee, then it will pay to the Landlord, at the option of the Landlord, as Additional Rent (as defined in Section 5), an amount equal to 50% (or such lesser percentage as the Landlord may advise) of the difference between the fees charged to or collected from the User and the Reasonable Fee.

4.3. The Tenant shall not permit a person who is not a User to use the Yard or any community garden plot contained in the Yard.

5. RENT

The Tenant covenants and agrees with the Landlord that:

5.1. In this Section 5:

5.1.1. "Additional Rent" means the total of all amounts due under this Lease by the Tenant to the Landlord other than Rent.

5.1.2. "Rent" means the annual rent set by the Landlord.

5.2. The Tenant shall pay both Rent and Additional Rent.

5.3. The Rent during 2010 shall be nil.

5.4. Unless otherwise set out in this Lease, Rent and Additional Rent is due on the 15th day of each month during the term.

6. ADDITIONAL COVENANTS

The Tenant covenants and agrees with the Landlord that:

Yard Expenses

6.1. The Tenant shall install, at its own expense,:

6.1.1. Before permitting any User to garden in the Yard or in any plot therein, a safety railing, fence or other device acceptable to the Landlord to protect all persons using the Yard from the danger of falling on or over the retaining wall located between the Yard and the street, and shall maintain and keep the same in good and safe repair.

6.1.2. Remove the lawn and other ground cover in the Yard, level the Yard and create a community garden including community garden plots and pathways in accordance with a plan to be developed by the

Tenant and approved by the Landlord, such approval not to be unreasonably withheld. No work under this sub-clause shall take place until the plan has been approved as aforesaid.

6.1.3. Maintain the sidewalk and walkways in and about the Yard

Condition at end of term

6.2. On the termination of this Lease the Tenant shall, at the option of the Landlord, leave the garden including the garden plots and improvements in place or remove some or all of them. In the case of garden plots or other improvements being removed, the area where they were located shall be left levelled and graded and, at the option of the Landlord, a lawn shall be installed by the Tenant.

Insurance

6.3. Throughout the term and during all such other times as the Tenant occupies the Yard or part thereof, at the Tenant's sole cost and expense, take out and keep in full force and effect, commercial general liability insurance including but not limited to personal injury liability, contractual liability, contingent employer's liability, non-owned automobile liability, products and completed operations, and tenant's legal liability. Such coverage shall apply with regard to the Yard and the Tenant's (and User's) use of the Yard and shall include the activities and operations conducted by the Tenant, Users and any other person performing work on behalf of the Tenant or an User and those for whom the Tenant is responsible in law. Such policies shall:

- 6.3.1. be written with inclusive limits of not less than \$2,000,000 or for such higher limits as the Landlord may require from time to time;
- 6.3.2. name the Landlord and any persons, firms, or corporations designated by the Landlord as additional insureds;
- 6.3.3. contain a severability of interest clause and a cross liability clause;
- 6.3.4. contain a clause stating that the Tenant's insurance policy will be considered a primary insurance and shall not call into contribution any other insurance that may be available to the Landlord;
- 6.3.5. contain an undertaking by the insurers to notify the Landlord in writing not less than 30 days prior to any material change in the terms of coverage of such policies or the cancellation or other termination thereof.

The Tenant shall deliver to the Landlord, upon request, reasonable proof that the Tenant has effected and is keeping in good effect the above coverage and conditions of insurance.

Until the Tenant has provided proof of such insurance, the Landlord may refuse to permit the Tenant to occupy the Yard but the Rent and the Additional Rent shall nevertheless be due and payable during the period that the Tenant has not provided proof of such coverage and is not able to occupy the Yard.

Additional Costs

6.4. The Tenant shall pay to the Landlord, as Additional Rent, any increase in costs occasioned by the operation of the community garden, including, without limitation:

- 6.4.1. property taxes (including all assessments and improvements) attributable to the Yard and the use of the Yard other than taxes attributable to the Yard prior to the commencement of the Lease AND including such taxes chargeable after the term which are charged on the basis of assessments of the Yard made during the term;
- 6.4.2. water, gas and electricity charges;
- 6.4.3. building insurance (including any deductible payment under its policy);
- 6.4.4. exterior building maintenance (includes window cleaning) ;
- 6.4.5. grounds maintenance and snow removal;
- 6.4.6. garbage disposal;
- 6.4.7. repairs, maintenance of equipment serving the Yard;

- 6.4.8. ground and other maintenance to the Yard;
- 6.4.9. repairs or improvements to the Yard;
- 6.4.10. all items to be performed by the Tenant under this Lease that are in fact performed by the Landlord for and on behalf of the Tenant.

6.5. The Tenant and its Users:

No Electricity usage etc.

- 6.5.1. Shall not use electrical power, gas or other utilities supplied to the Property by the Landlord or any other tenant on the Property.

Waste

- 6.5.2. Shall not to commit or permit any waste or injury to the Property including the Yard, any nuisance therein or any use or manner of use causing annoyance to other tenants and occupants of the Property or neighbours of the Property.

Obey Laws

- 6.5.3. Shall comply at its own expense with all municipal, federal, provincial, sanitary, fire and safety laws, bylaws, regulations and requirements pertaining to the operation and use of the Yard, the condition of leasehold improvements and equipment installed by the Tenant therein and the making by the Tenant of any repairs, changes or improvements therein.

Permit Access

- 6.5.4. Permit ingress to and egress from the Yard by the Landlord, other tenants of the Landlord or by their respective employees, servants, workmen and invitees in case of fire or emergency.

Keep Tidy

- 6.5.5. Shall keep the Yard in a reasonable state of repair and cleanliness and shall not:
 - 6.5.5.1. make improvements or alterations to the Yard without the written consent of the Landlord, which consent shall not be unreasonably withheld;
 - 6.5.5.2. permit waste or refuse to accumulate in the Yard.

Dangerous Conditions

- 6.5.6. Shall immediately advise the Landlord and do all things necessary to remove or rectify any dangerous condition from time to time existing on the yard and arising as result of the act of or omission of the Tenant, its agents, invitees or servants.

Additional Costs

- 6.6. Neither the Tenant nor any User shall do, omit to do or permit to be done or omit to be done upon the Yard or the Property anything which would cause the Landlord's cost of insurance to increase (and, without waiving the foregoing prohibition the Landlord may demand, and the Tenant shall pay to the Landlord upon demand, as Additional Rent for Insurance, the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

Utilities Traversing the Yard

- 6.7. It is understood and agreed that public utilities (water, sewer, etc) access the Property and the buildings thereon under the yard and that if the same need to be accessed and/or repaired the Landlord or its

employees, servants, workmen and invitees may need to access the Yard and make excavations thereon, and the Landlord shall have the right to do so and the Landlord's liability in respect thereof shall be merely to replace any disturbed soil and to level the same and the Landlord shall have no liability or responsibility to remove or replace any plant life, tenant fixtures, or pathways or property of the Tenant or any User resulting from such access, excavation and/or repair.

No Parking

6.8. The Tenant and its Users have no right to use and will not use the parking spaces located on the Property.

Signs

6.9. The Tenant shall not paint, display, inscribe, place or affix any sign, symbol, notice or lettering of any kind anywhere on the Property or any building thereon with the exception only of an identification sign at on the Yard containing the name of the Tenant and all to be subject to the approval of the Landlord as to design, size and location; which approval, shall not be unreasonably withheld. Such identification sign shall be installed at the expense of the Tenant and the Landlord reserves the right to install it at the Tenant's expense.

No assignment or Subletting

6.10. Subject to the rights given under Section 4.2, the Tenant shall not assign or sublet the Yard or this Lease, without consent of the Landlord, which consent may be arbitrarily or unreasonable withheld. The consent by the Landlord to any assignment or sublease shall not constitute a waiver of the necessity for consent to any subsequent assignment or sublease.

Rules, Bylaws and Code of Conduct

6.11. The Tenant shall abide by and shall ensure that each User agrees to be bound by and does in fact abide by the Rules, Bylaws and Code of Conduct.

6.12. In the event of a discrepancy between this Lease and the Rules, Bylaws and Code of Conduct, this Lease shall take precedence.

7. PEACEFUL ENJOYMENT

7.1. The Landlord covenants with the Tenant that so long as the Tenant complies with the terms of the Lease, the Tenant may occupy and enjoy the Yard without the interruption from the Landlord.

8. EXPROPRIATION

Termination on Expropriation

8.1. If during the Term, title is taken to the whole or any part of the Property (whether or not such part includes the Yard) by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord does not leave a sufficient remainder to constitute an economically viable facility, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant shall immediately deliver up possession of the Yard, rent shall be payable up to the date of such termination and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.

Claims for Compensation

8.2. In the event of any such taking, the Tenant shall have no claim upon the Landlord for the value of its property or the unexpired portion of the Term but the parties shall each be entitled to separately advance

their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord shall account therefore to the Tenant.

9. BREACHES AND EVENTS OF DEFAULT

Events of Default

9.1. Any of the following shall be deemed an "Event of Default":

- (a) the bankruptcy or insolvency or insolvency of the Tenant or of a shareholder holding 20% (or more) voting control of the Tenant if the Tenant is incorporated;
- (b) the Tenant shall not observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and shall persist in such default, in the case of monetary payments, beyond the five days from the due date or, in the case of any other default, after 14 days following notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of any such default which would reasonably require more than 14 days to rectify, unless the Tenant shall commence rectification within the said 14 day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such default;
- (c) a material change in the use of the Yard by the Tenant and, in particular, without limiting the generality of this provision, any change that effects the Landlord's building insurance or that constitutes a nuisance;
- (d) any unauthorised assignment or subletting of the Lease by the Tenant;
- (e) substantial damage to or destruction of the Yard or the Property or the buildings on the Property as a result of the negligence or wilful conduct of the Tenant, its agents, officers, employees or invitees;
- (f) any significant, wilful, or negligent damage to the Yard caused by the Tenant or by persons permitted on the Yard by the Tenant;
- (g) any other act or failure to act which is a cause for termination permitted by law.

Breaches by a User

9.2. If any User shall do something, or fail to do something, which if done or not done by the Tenant would constitute a breach of this Lease or an Event of Default under this lease, the Tenant shall be deemed to have done or not done what the User did or did not so that Tenant is fully responsible to the Landlord for the actions of the Users.

10. REMEDIES ON DEFAULT

10.1. Upon happening of an Event of Default the Landlord may, at the Landlord's option, and in addition to any without prejudice to all rights and remedies available to the Landlord either by any other provision of the Lease or by statute or general law:

- (a) be entitled to the then current month's Rent and Additional Rent and next ensuing three (3) month's instalments of Rent and Additional Rent which will become immediately due and payable accelerated rent, and the Landlord may immediately distrain for the same, together with arrears then unpaid.
- (b) without notice or any form of legal process, forthwith re-let or sublet the Yard or any part of parts thereof for whatever term or terms and at whatever Rent and Additional Rent and upon whatever other terms, covenants and conditions the Landlord considers advisable including, without limitation, the payment or granting of inducements all on behalf of Tenant; and on each such re-letting or subletting the Rent and Additional Rent received by the Landlord therefrom will be applied first to reimburse Landlord for any such inducements and for any expenses, capital or otherwise, incurred by Landlord in making the Yard ready for re-letting or subletting; and secondly to the payment of any costs and expenses or re-letting or subletting including brokerage fees and legal fees on a solicitor and his own client basis; and third to the payment of the Rent and Additional Rent; and the residue if any will be held by Landlord and applied to the

payment of Rent and Additional Rent as it becomes due and payable. If Rent and Additional Rent received for re-letting or subletting during any month is less than the Rent and Additional Rent to be paid during that month hereunder, the Tenant will pay the deficiency which will be calculated and paid monthly on or before the first day of the every month; and no re-letting or subletting of the Yard by the Landlord or entry by the Landlord or its agent upon the Yard for the purpose of re-letting or subletting or other act of Landlord relating thereto including, without limitation, changing or permitting a sub-tenant to change locks, will be construed as an election on its part to terminate this Lease unless a written notice of termination is given by the Tenant; and if Landlord elects to re-let or sublet the Yard without termination it may afterwards elect to terminate this Lease at any time by reason of any Event of Default then existing;

(c) seize and sell such goods, chattels and equipment of the Tenant as are in the Yard and may apply the proceeds thereof to all Rent and Additional Rent to which the Landlord is then entitled under this Lease. Any such sale may be affected by public auction or otherwise, and either in bulk or individual item, or partly by one means and partly by another, all as the Landlord in its sole discretion may decide;

(d) terminate this Lease by leaving upon the Yard notice in writing of the termination, and termination shall be without prejudice to the Landlord's right to damages; it being agreed that the Tenant shall pay to the Landlord on demand as damages the loss of income of the Landlord to derived this Lease and the Yard for the unexpired portion of the Term had it not been terminated;

(e) re-enter into and upon the Yard or any part thereof in the name of the whole and repossess and enjoy the same as the Landlord's former estate, anything herein contained to the contrary notwithstanding; and the Tenant shall pay to the Landlord forthwith upon demand all expenses of the Landlord in re-entering, terminating, re-letting, collecting sums due and payable by the Tenant or realizing upon all assets seized or otherwise exercising its rights and remedies under this Section including tenant inducements, leasing commissions, legal fees (on a solicitor-and-his-own-client basis) and all disbursements and the expense of keeping the Premises in good order, repairing the same and preparing them for re-letting. In addition, and without limiting the generality of the foregoing provisions of this Section 10 upon the happening of an Event of Default, and whether or not this Lease is terminated in accordance with such provisions, the Landlord shall have no further liability to pay the Tenant or any third party any amount on account or in respect of a refund of any security deposits, prepaid Rent and Additional Rent or prepaid taxes or any tenant inducement, leasehold improvement allowance, lease takeover or lease subsidy or any other concession or inducement otherwise provided by the Tenant hereunder shall be null and void and of no further force or effect and Rent and Additional Rent shall be payable in full hereunder without regard to any such Rent-free period.

11. AVAILABILITY OF REMEDIES

The Landlord may from time to time resort to any or all of the rights and remedies available to it upon the occurrence of an Event of Default either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights or remedies are to the Landlord by statute or the general law.

12. LANDLORD MAY PERFORM

If the Tenant shall fail to observe, perform or keep any of the provisions of this Lease to be observed, performed and kept by the Tenant, subject to rectification within the period set out in Section 9.1(b) the Landlord may, but shall not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant, whether or not performance by the Landlord on behalf of the Tenant is otherwise expressly referred to in the applicable section of the Lease. For such purpose the Landlord may make any payment and or do or cause to be done such things as may be required including, without limiting the generality of the foregoing, entry upon the Land. Any such performance by or at the behest of the Landlord shall be at the expense of the Tenant and the Tenant shall pay to the Landlord, on demand, as Additional Rent the cost thereof together with an administration fee of 20% of such cost.

13. NON-WAIVER

If the Landlord shall overlook, excuse, condone or suffer any default, breach or non-observance by the Tenant of any obligation hereunder, this shall not operate as a waiver of the obligation in respect of any continuing or subsequent default, breach or non-observance and no such waiver shall be implied but shall only be effective if expressed in writing.

The Landlord's acceptance of Rent or Additional Rent after a default is not a waiver of any proceeding default under this Lease even when it the Landlord knows of the proceeding default at the time of acceptance of any Rent or Additional Rent. No term, covenant or condition of this Lease will be considered to have been waived by the Landlord or the Tenant unless the waiver is in writing. The Tenant waives any statutory or other rights in respect to abatement, set-off or compensation in its favour that may exist or come into existence hereafter with respect to Rent or Additional Rent.

14. NOTICE

14.1. Any written notice required or permitted to be given under this Lease is sufficiently given is to be sent by ordinary mail to the last known address of the party for whom the notice is intended. Any written notice sent by ordinary mail in accordance with this paragraph is deemed, for the purposes of this Lease, received by the addressee on the third day after mailing unless it is received before that date. Nothing in this paragraph prevents giving written notice in any other manner recognized by law.

15. OVERHOLDING

15.1. If the Tenant shall continue to occupy the Yard after the expiration of this Lease without any further written agreement and without objection by the Landlord, the Tenant shall be deemed to be renting the Premises on a month-to month basis, on and subject to the provisions and conditions herein set out, at a Rent of the greater of:

- (a) a Rent equal to ONE HUNDRED FIFTY (150%) Per Cent of the monthly Rent that existed at the end of the term;
- (b) a Rent of \$1,000.00 per month; and,
- (c) a Rent equal to the fair market rental of the Yard.

16. CONSENT OF THE SYNOD OF THE DIOCESE OF NEW WESTMINSTER AND LORD BISHOP

16.1. The Tenant acknowledges that the granting of this Lease and any renewal or extension of the Term requires the consent of the Lord Bishop of New Westminster and The Synod of The Diocese of New Westminster and without such consent the granting of this Lease and any renewal or extension of the Term are not valid.

17. NOT TO BE REGISTERED

17.1. The Tenant covenants and agrees with the Landlord that this Lease may not be registered in the Land Title Office and if it is registered, the Tenant appoint the Landlord as its irrevocable attorney for the purposes of discharging the said registration.

17.2. Notwithstanding any law to the contrary, the Landlord is under no obligation to provide a survey of the Yard or a copy of this lease in registrable form to the Tenant.

18. GENDER

18.1. In this Lease, words importing the singular include the plural, and vice versa, words importing the masculine gender include the feminine, words importing no specific gender include the masculine or the feminine or both, and words importing an individual include a corporation and vice versa.

19. ENUREMENT

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

20. HEADINGS

20.1. Headings used in the Lease are for convenient reference only and shall in no way affect the interpretation of any provision in this Lease.

21. PROPER LAW & LANGUAGE

21.1. This Lease shall be interpreted in accordance with the laws of the Province of British Columbia. The parties hereto submit to the jurisdiction of the courts of the Province of British Columbia. This document has been executed in the English Language at the expressed wish of the parties. *Ce document a été rédigé en langue anglaise à la demande expresse des parties.*

22. EXECUTIONS:

IN WITNESS WHEREOF the parties have executed this Lease on the dates listed below effective from and including the Reference Date set forth on page 1 hereof, irrespective of whether this lease was executed before, on or after the said Reference Date.

Witness Signature(s)

Landlord:

THE PARISH OF ST. MARY THE VIRGIN SAPPERTON


(as to the Landlord)

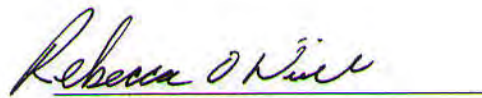
Per: Rev. Marcina Davis

Per: M. J. [unclear] TRUSTEE

Date: ~~April~~ ^{May} 1, 2010

Tenant:

NEW WESTMINSTER COMMUNITY GARDENING SOCIETY


(as to the Tenant)

Per: [Handwritten Signature]

Per: Breanna Auston

Date: ~~April~~ ^{May} 1, 2010

SCHEDULE A

Mary Mount Community Garden Rules and By-laws and Code of Conduct

Code of Conduct

- 1) Please treat the gardens and neighbourhood with respect. Do not cause unnecessary ruckus or mess
- 2) A minimum of 8 hours a year of volunteer work is required (not including the time you spend on your own plot). See the community board at the gardens for the sign-up sheet. Failure to perform your volunteer work may result in the reallocation of your garden plot
- 3) Payment for your plot must be done before the plot is assigned to you
- 4) If, at any time, you feel you are unable to take care of your plot or you will be having someone else look after your plot, please notify the garden coordinator
- 5) The garden will be closed to gardeners between dusk and dawn and on Sundays from 9:30 am to 1pm due to church services, and other occasions (with notice given) when the church is needed (funerals, weddings, special events).
- 6) Plot corners are clearly marked. Please do not move or remove the markers
- 7) Be considerate of other people's plots. If you grow tall plants, they will block out the sun for your neighbours
- 8) This is an "organic" garden. No pesticides/herbicides are to be used. Manure is provided by the Mary Mount Community Garden working group; please use the manure provided to ensure we have nothing toxic or weedy in our gardens
- 9) Theft of tools, vegetables or any other items in the garden will not be tolerated. If it is discovered that you have taken something without the permission of the owner, your garden plot will be reallocated.
- 10) If you notice vandalism, please notify the garden coordinator

Animals and Children

- 11) Only animals that are appropriately trained, are leashed and behave well with other people and animals are allowed. If your animal causes other people discomfort, you will be asked to leave your animal at home. Failure to do so may result in the reallocation of your garden plot
- 12) No animal waste is allowed to stay within the confine of the gardens or on the church or rectory property. Please pick up your animal's waste and carry it home. ANIMAL WASTE IS NOT PERMITTED IN THE COMPOST
- 13) Children must obey all rules of the garden and must be well behaved

14) *Maintenance*

- 15) Failure to maintain your garden may result in the reallocation of your garden plot.
- 16) Failure to maintain includes inadequate weeding and harvesting
- 17) If you are unable to use all of the food you have grown, you can contact the garden coordinator and they can suggest where you can donate it
- 18) After the frost, all dead plants must be removed from the garden plot

- 19) Maintenance, pruning and communal garden schedules will be posted on the community board. Sign up for these jobs counts towards your mandatory volunteer time
- 20) If you have any concerns about your garden plot, someone else's garden plot, or the garden in general, please contact the garden coordinator

Parking

- 21) There is no parking behind neighbouring businesses, the apartment building, the rectory or the church. 10 minute drop off behind the church is allowed, but parking must be done on the streets (not in the alley)

Restrooms

- 22) There are no restrooms on-site. Please go before you come.

Waste disposal

- 23) Take out what you take in. Dumpsters and garbage cans are not for garden use.
- 24) Use ONLY the compost bins labelled "Mary Mount Community Garden"
- 25) Do not place kitchen/personal waste in the compost bins
- 26) Do not place animal waste in compost bins
- 27) Place all tree and bush clippings and weeds in accordance with the municipal bylaws/regulations into the municipal yard waste bins that are labelled Mary Mount Community Garden
- 28) Requests for compost are taken by the garden coordinator

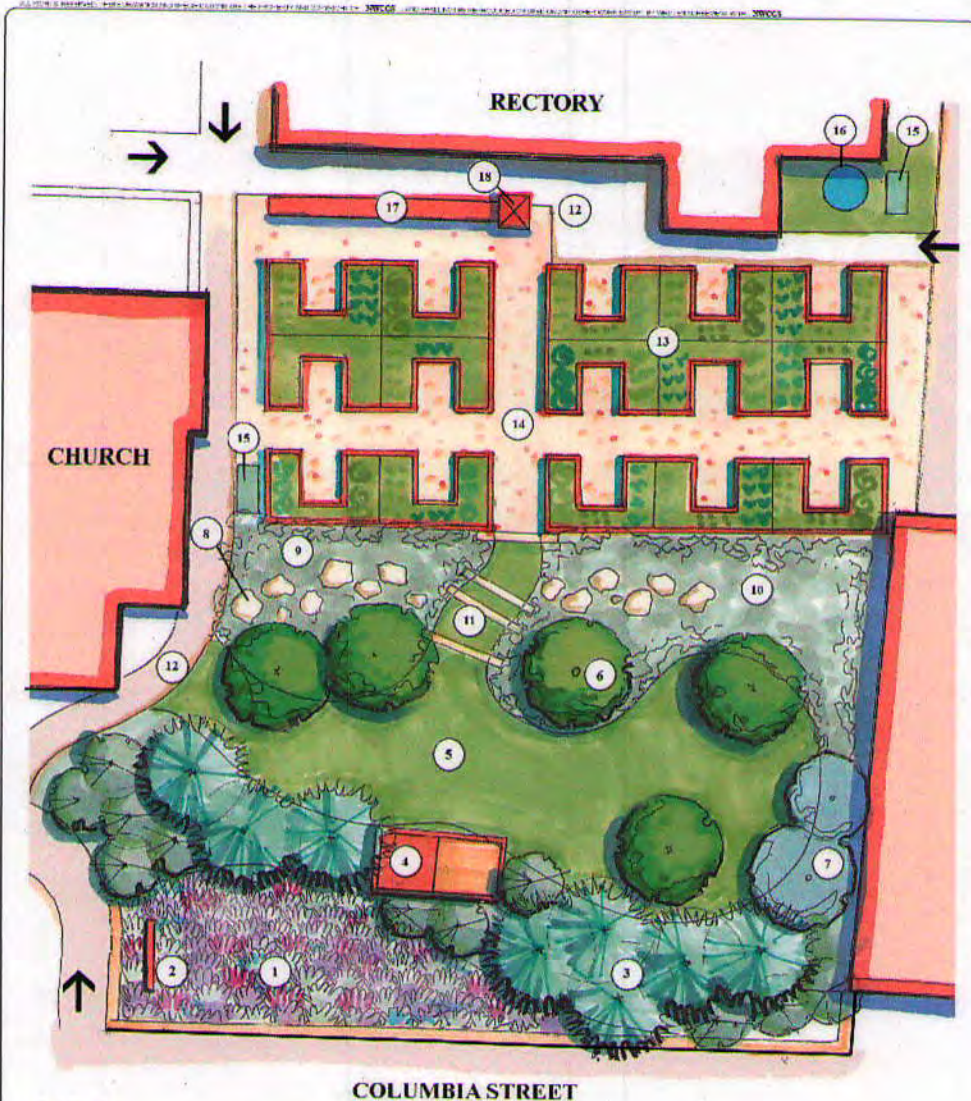
Watering Rules

- 29) Water is ONLY available through the tap at the front of the rectory or through the Mary Mount Community Garden rain barrels
- 30) If possible, please hand water with your own watering cans or with the garden's watering cans. Please share the water resources and do not hog the hose
- 31) Unattended watering is prohibited
- 32) Please do not over water
- 33) The last person to be in the garden will roll up the hose

Tools

- 34) Do not leave tools unattended, in walkway, or anywhere that might cause a safety hazard.
- 35) If using the community garden tools, clean them and place them back in the appropriate location in the shed/cupboard.

SCHEDULE B
PLAN OF YARD AND PROPERTY



LEGEND:

1. LOW GROUND COVERS/ORNAMENTAL PLANTS
2. EXISTING SIGN TO REMAIN (KEEP CLEAR LINE OF SIGHTS)
3. EVERGREEN SCREENING (MAX 12' HT) TO BUFFER SITE FROM TRAFFIC
4. ARCHITECTURAL FEATURE (SITTING NOOK AND SIGNAGE FOR GARDEN)
5. COMMUNITY ORCHARD/GATHERING AREA (SOD TO REMAIN)
6. EXISTING TREE TO BE PRESERVED (ARBORIST TO SUPERVISE INITIAL CARE)
7. EXISTING SHRUBS TO BE PRESERVED
8. STEPPING STONES ON STONEDUST BASE FOR MAINTENANCE
9. BERRY BUSHES AND NATIVE PLANTS (POSSIBLE GRAFT CULTIVATION PROJECT)
10. NATIVE PLANTS AND WILDLIFE PROMOTION AREA
11. GRASS WALKWAY (USE OF RETAINING TIES MAY BE REQUIRED ON SLOPE -18%)
12. EXISTING WALKWAY
13. RAISED BEDS LINED WITH CEDAR +/- 12-18" III (45 SQ. FT. PER PLOT)
14. MULCH WALKWAYS
15. ENCLOSED TUMBLER COMPOSER
16. ENCLOSED RAIN BARREL
17. 'HERB BOX' VERTICAL PLANTING WALL
18. NOTICE BOARD

NOTE: FOR DISCUSSION PURPOSES ONLY,
NOT FOR CONSTRUCTION



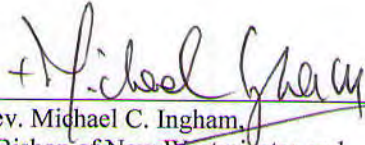
NEW WESTMINSTER COMMUNITY GARDEN SOCIETY
contact@nwccgs.ca

Project: MARY MOUNT COMMUNITY GARDEN
Location: ST MARY THE VIRGIN CHURCH
SAPPERTON, BC
Project Start:

OVERALL CONCEPT		NIS
Design: R. MISZA	Scale: 1/8" = 1'-0"	
Drawn by: RSI	Date: 07/2019	
Checked by:	Date:	
Project Number: 01-2019	Drawn by:	

CONSENT

We certify that the LORD BISHOP OF NEW WESTMINSTER and THE SYNOD OF THE DIOCESE OF NEW WESTMINSTER have each granted their consent to the granting of this Lease on the terms set forth herein.



Rt. Rev. Michael C. Ingham,
Lord Bishop of New Westminister and
authorized signatory of The Synod
of the Diocese of New Westminister



Ian Robertson, Treasurer
and authorized signatory of The Synod
of the Diocese of New Westminister

COMMERCIAL LEASE EXTENSION

THIS EXTENSION OF LEASE (herein called the "Lease Extension") made in triplicate and dated for reference the ~~4th day of February, 2015~~ (the "Reference Date").

24th day of August 2015
BETWEEN:

THE PARISH OF ST. MARY THE VIRGIN SAPPERTON (Inc. No. PAR-41)
having an address at 121 East Columbia Street, New Westminster, BC V3L 3V7
(the "Landlord")

AND:

NEW WESTMINSTER COMMUNITY GARDENING SOCIETY (Inc. No. S-55913)
having an address at P.O. Box 303 720 6th Street, New Westminster, BC V3L 3C5
(the "Tenant")

WHEREAS:

- A. The Landlord and the Tenant entered into a lease dated for reference the 1st day of April, 2010 (the "Original Lease" and with this Lease Extension the "Lease") in respect of the Yard (as defined in the Lease) at 125 East Columbia Street, New Westminster BC.;
- B. The Original Lease was for a term ending November 30, 2010 and required consents from the Lord Bishop of New Westminster and The Synod of The Diocese of New Westminster if it was to continue past November 30, 2010.
- C. The Landlord received permission from the Lord Bishop of New Westminster and The Synod of The Diocese of New Westminster to enter into the Lease subject to the following:

"The renewal of the lease for additional terms of any length is approved provided that the total lease shall not extend past November 30, 2015 without a review of the success and benefits of the project by the Parish and the Diocesan Council and further approval of such additional terms extending past November 30, 2015 by Diocesan Council and the Bishop."

- D. The Landlord and Tenant had verbally agreed to extend the term of the Original Lease pursuant to Section 3.2 of the Lease subject to provisions of Section 16 of the Lease but did not reduce that agreement to writing. They now wish to reduce to writing the extension of the term of the Original Lease pursuant to Section 3.2 of the Lease subject to provisions of Section 16 of the Lease on the terms and conditions set out herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS and INTERPRETATION

- 1.1. All defined terms set forth in the Original Lease apply to this Lease Extension.
- 1.2. This Lease Extension and the Original Lease shall herein after be read as one document.
- 1.3. Each reference in the Original Lease and this Lease Extension to the "Lease" shall be deemed to be a reference to the Original Lease as modified by this Lease Extension.
- 1.4. Except as set for the herein, the Lease shall continue in full force and effect unaltered.

2. EXTENSION OF TERM

2.1. The initial term of the Lease which commenced on April 15, 2010 and continued to November 30, 2010 is hereby extended to November 30, 2015 unless terminated earlier.

3. RENT

The Tenant covenants and agrees with the Landlord that:

3.1. Section 5 of the Lease is amended by deleting Section 5.3 which states as follows:

5.3 The Rent during 2010 shall be nil.

and replacing it with the following:

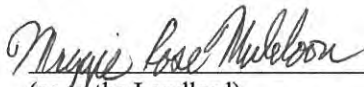
5.3 The Rent during the Term is as follows:

- 5.3.1 For the period April 15, 2010 to 31, 2010, nil;
- 5.3.2 For the period January 1, 2011 to December 31, 2011, nil;
- 5.3.3 For the period January 1, 2012 to December 31, 2012, nil;
- 5.3.4 For the period January 1, 2013 to December 31, 2013, nil;
- 5.3.5 For the period January 1, 2014 to December 31, 2014, nil;
- 5.3.6 For the period January 1, 2015 to November 30, 2015, nil

4. EXECUTIONS:

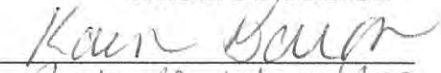
IN WITNESS WHEREOF the parties have executed this Lease on the dates listed below effective from and including the Reference Date set forth on page 1 hereof, irrespective of whether this lease was executed before, on or after the said Reference Date.

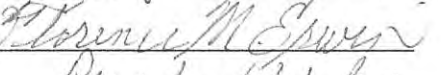
Witness Signature(s)



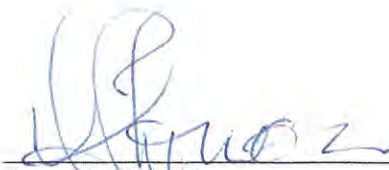
(as to the Landlord)

Landlord: **THE PARISH OF ST. MARY THE VIRGIN SAPPERTON**

Per: 
Bishop's Warden

Per: 
Peoples Warden

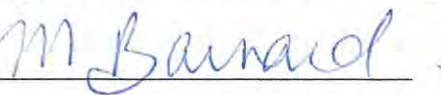
Date: August 24, 2015



(as to the Tenant)
JF THOMSON

Tenant: **NEW WESTMINSTER COMMUNITY GARDENING SOCIETY**


Per: 

Per: 

Date: August 24, 2015 

COMMERCIAL LEASE EXTENSION

THIS EXTENSION OF LEASE (herein called the "Second Lease Extension") made in triplicate and dated for reference the 1st day of October, 2015 (the "Reference Date").

BETWEEN:

THE PARISH OF ST. MARY THE VIRGIN SAPPERTON (Inc. No. PAR-41)
having an address at 121 East Columbia Street, New Westminster, BC V3L 3V7

(the "Landlord")

AND:

NEW WESTMINSTER COMMUNITY GARDENING SOCIETY (Inc. No. S-55913)
having an address at P.O. Box 303 720 6th Street, New Westminster, BC V3L 3C5

(the "Tenant")

RECITALS

WHEREAS:

- A. The Landlord and the Tenant entered into a lease dated for reference the 1st day of April, 2010 (the "Original Lease" and with the First Lease Extension (as herein after defined) and this Second Lease Extension the "Lease") in respect of the Yard (as defined in the Lease) at 125 East Columbia Street, New Westminster BC;
- B. The Original Lease was for a term ending November 30, 2010 and required consents from the Lord Bishop of New Westminster and The Synod of The Diocese of New Westminster if it was to continue past November 30, 2010.
- C. The Landlord received permission from the Lord Bishop of New Westminster and The Synod of The Diocese of New Westminster to enter into the Original Lease subject to the following:

“The renewal of the lease for additional terms of any length is approved provided that the total lease shall not extend past November 30, 2015 without a review of the success and benefits of the project by the Parish and the Diocesan Council and further approval of such additional terms extending past November 30, 2015 by Diocesan Council and the Bishop.”
- D. The Landlord and Tenant had verbally agreed to extend the term of the Lease pursuant to Section 3.2 of the Lease to November 30, 2015 subject to provisions of Section 16 of the Lease but did not reduce that agreement to writing until August 24, 2015 when the First Lease Extension was executed.
- E. The Landlord and Tenant are wish to enter into this Second Lease Extension in order to further extend the term of the Lease pursuant to Section 3.2 of the Lease to November 30, 2020 subject to provisions of Section 16 of the Lease.
- F. By virtue of the permission referred to in Recital C., the First Lease Extension does not require further approval under Section 16 of the Lease but the Second Lease Extension does require approval under Section 16 of the Lease.

AGREEMENT

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS and INTERPRETATION

- 1.1. All defined terms set forth in the Original Lease apply to this Second Lease Extension.
- 1.2. The following definitions apply to this Second Lease Extension and are added to the Original Lease as subsections 1.1.7 to 1.1.9 1.1.8 and Section 1.2:

1.1.7. *“First Lease Extension” means a Commercial Lease Extension made between the Landlord and the Tenant dated for reference the 24th day of August, 2015.*

1.1.8. *“Second Lease Extension” means a Commercial Lease Extension made between the Landlord and the Tenant dated for reference the 1st day of October, 2015.*

1.1.9. *“Lease Extensions” means the First Lease Extension and the Second Lease Extension unless the context requires otherwise and “Lease Extension” means any one of them.*

1.2 *As used in this Lease:*

1.2.1 *“Lady Bishop” refers to a female bishop and “Lord Bishop” refers to a male bishop.*

1.2.2 *any reference to the “Lord Bishop of New Westminster” means and includes the “Lady Bishop of New Westminster” and vis versa.*

- 1.3. This Second Lease Extension, the First Lease Extension and the Original Lease shall herein after be read as one document.
- 1.4. Each reference in the Original Lease or in any Lease Extension to the “Lease” shall be deemed to be a reference to the Original Lease as modified by the Lease Extensions.
- 1.5. Except as set forth herein and the First Lease Extension, the Lease shall continue in full force and effect unaltered.

2. EXTENSION OF TERM

- 2.1. The initial term of the Lease which commenced on April 15, 2010 and continued to November 30, 2010, which was extended by the First Lease Extension to November 30, 2015 is now, subject to Section 16 of the Lease and Section 4 hereof, hereby further extended to November 30, 2020, unless terminated earlier.

3. RENT and OTHER AMENDMENTS

The Tenant covenants and agrees with the Landlord that:

- 3.1. Section 3.3 of the Lease as currently stated will remain in effect to and including November 30, 2015. Effective December 1, 2015, Section 3.3 of the Lease will read as follows:

3.3 *Notwithstanding any other provision of this Lease, the term of this Lease may be cancelled by the Landlord on giving written notice at any time. Notice may be given during a Growing Season but it will not take effect until the later of 30 days after Notice is given or the end of the Growing Season. Notice given between Growing Seasons will take effect 30 days after Notice is given, even if that date would fall within a Growing Season.*

3.2. Section 5.3 of the Lease which was amended by the First Extension Agreement be further amended effective December 1, 2015, by adding the following as Sub-sections 5.3.7 to 5.3.12

- 5.3.7 For the period December 1, 2015 to December 31, 2015 \$10.00;
- 5.3.8 For the period January 1, 2016 to December 31, 2016, \$10.00;
- 5.3.9 For the period January 1, 2017 to December 31, 2017, \$10.00;
- 5.3.10 For the period January 1, 2018 to December 31, 2018, \$10.00;
- 5.3.11 For the period January 1, 2019 to December 31, 2019, \$10.00;
- 5.3.12 For the period January 1, 2020 to November 30, 2020, \$10.00.

4. CONSENT BY THE SYNOD OF THE DIOCESE OF NEW WESTMINSTER AND THE LADY BISHOP

4.1. It is understood that the Landlord has a responsibility to request, in accordance with Section 16 of the Lease, that The Synod of the Diocese of New Westminster and the Lady Bishop of New Westminster grant their consent and approval to the Second Lease Extension. The Landlord confirms that it has commenced that approval process in accordance with the procedures of The Synod of the Diocese of New Westminster and will advise the Tenant of the outcome of that application by notice in writing once it is aware of the consent being granted, refused or granted on condition.

4.2. If the consent of The Synod of the Diocese of New Westminster and the Lady Bishop of New Westminster to this Second Lease Extension is not granted on or before November 30, 2015, the Lease shall be deemed to be continued on a month to month basis, determinable at any time on 30 days written notice of termination by one party to the other party. If the consent is granted after November 30, 2015, then this Second Lease Extension shall come into full force and effect, retroactive to December 1, 2015 to and including November 30, 2020, unless, prior to receipt of notice that the consent has been granted, either party has determined the Lease by giving the said 30 day written notice of termination to the other party.

5. EXECUTIONS:

IN WITNESS WHEREOF the parties have executed this Second Lease Extension on the dates listed below effective from and including the Reference Date set forth on page 1 hereof, irrespective of whether this Second Lease Extension was executed before, on or after the said Reference Date.

Witness Signature(s)

Landlord: **THE PARISH OF ST. MARY THE VIRGIN SAPPERTON**

Per: _____
Warden

(as to the Landlord)

Per: _____
Warden

Date: _____, 2015

Tenant: **NEW WESTMINSTER COMMUNITY GARDENING SOCIETY**

Per: _____
Director

(as to the Tenant)

Per: _____
Director

Date: _____, 2015

CONSENT

We certify that the LORD BISHOP OF NEW WESTMINSTER and THE SYNOD OF THE DIOCESE OF NEW WESTMINSTER have each granted their consent to the granting of this Second Lease Extension on the terms set forth herein.

We confirm that the granting of any further renewal or extension of the Term under the Lease requires the further consent of the Lady/Lord Bishop of New Westminster and The Synod of The Diocese of New Westminster and without such consent the granting of any renewal or extension of the Term are not valid.

Rt. Rev. Melissa M. Skelton,
Lady Bishop of New Westminster and
authorized signatory of The Synod
of the Diocese of New Westminster

Robert (Bob) Hardy, Treasurer
and authorized signatory of The Synod
of the Diocese of New Westminster