

CITY OF BURNABY



BYLAW NO. 11118

A BYLAW to authorize the granting of a lease of certain
City owned property to Euphoria Films Ltd.

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY LEASE AUTHORIZATION BYLAW NO. 3, 2000.**
2. The Council is hereby authorized and empowered to lease City owned property at 6381 Laurel Street legally described as Parcel Identifier 002-632-853 - South Half Lot 8, Except: Part Dedicated Road on Plan LMP39077, Block E, District Lot 75, Group 1, New Westminster District, Plan 4147 to Euphoria Films Ltd. upon the terms and conditions in the form of lease attached hereto as Schedule "A" (hereinafter called the "said lease").
3. The City Clerk is hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this	19 th	day of	June	2000
Read a second time this	19 th	day of	June	2000
Read a third time this	19 th	day of	June	2000
Reconsidered and adopted this	26 th	day of	June	2000


MAYOR

CLERK

SCHEDULE "A"

THIS AGREEMENT made and entered into as of the day of , 2000

IN PURSUANCE OF THE "LAND TRANSFER FORM ACT, PART 2"

BETWEEN:

CITY OF BURNABY
4949 Canada Way
Burnaby, B.C. V5G 1M2

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

EUPHORIA FILMS LTD.
#101 - 9127 Capella Drive
Burnaby, B.C. V3J 7K3

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSETH:

1. THAT in consideration of the rents, terms, covenants and conditions hereinafter contained on the part of the Lessee to be paid, observed and performed, the Lessor has demised and by these presents doth demise unto the Lessee ALL AND SINGULAR those certain parcels or tracts of land and premises (hereinafter referred to as "the said demised premises") situate, lying and being in the City of Burnaby, in the Province of British Columbia, more particularly known and described as:

PID: 002-632-853

The South Half of Lot 8, Except: Part dedicated road on Plan LMP39077, Block E, District Lot 75, Group 1, New Westminster District, Plan 4147

2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of three (3) years commencing on the 1st day of July, 2000 and ending at noon on the 30th day of June, 2003 (hereinafter called "the said term").

3. Yielding and paying therefor unto the Lessor, during the term, rent payable in advance on the first day of each and every month of the term as follows:

July 1, 2000 to June 30, 2001	\$725.00 per month
July 1, 2001 to June 30, 2002	\$760.00 per month
July 1, 2002 to June 30, 2003	\$800.00 per month

4. The Lessee covenants with the Lessor to pay rent and to pay promptly as they fall due, all property taxes and rates and to pay water rates and local improvements hereafter to be charged upon the said demised premises, and to repair, and to keep up fences, and the Lessor may enter and view the state of repair, and the Lessee will repair according to notice, and the Lessee will not assign or sublet without consent in writing of the Lessor first had and obtained, and the Lessee shall leave the said demised premises in good repair to the satisfaction of the Lessor.

5. Notwithstanding the term granted herein, the Lessor and the Lessee acknowledge and agree that this agreement and any renewal thereof may be terminated upon six months' notice by either party.

6. Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

7. The Lessor covenants with the Lessee for quiet enjoyment.

8. The Lessee covenants that the said demised premises shall be used as an outdoor storage yard only and for no other purpose and that the Lessee shall observe and abide by all bylaws of the Lessor which may be applicable to the said demised premises and that the Lessee will not carry on any business or activity, or suffer to be carried on any business or activity, on the said demised premises which shall be deemed by the Lessor to constitute a nuisance.

9. The Lessee covenants and agrees not to construct, erect, install, place or maintain any construction of a permanent nature which could be deemed as being attached to the land without the consent in writing of the Lessor first had and obtained.

10. The Lessee covenants that it shall not have any claim or demand against the Lessor for detriment, damage or injury of any nature and howsoever caused to the said demised premises or to any persons, structures, improvements, vehicles, materials, supplies, animals, goods, articles, effects or things at any time erected, brought, placed, made, kept or being upon the said demised premises.

11. Provided always and it is hereby agreed by and between the parties hereto, that if the Lessee shall hold over after the expiration of the term hereby granted, and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as same may be applicable to a tenancy from month to month, and shall be determined by one month's notice in writing.

12. The Lessee covenants and agrees that it shall at all times be responsible for and shall indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits, liens of any kind whatsoever, or other proceedings by whomsoever suffered, made, brought or prosecuted and howsoever caused, in any manner based upon, occasioned by or attributable to the execution or performance of these presents, or any action taken or thing done or maintained by virtue or in consequence hereof, or omitted to be so taken, done or maintained, or the exercise or purported exercise in any manner of rights arising hereunder.

13. The Lessee covenants that it shall at its own cost and expense obtain and maintain in force during the term or any renewal or extension thereof or any tenancy thereafter, in an insurance company authorized and licenced to carry on business and having an office in the Province of British Columbia, and in a policy of insurance acceptable to and approved in writing by the Lessor the following insurance with limits on an occurrence basis not less than those shown in respective items following:

- (a) Comprehensive public liability insurance and property damage insurance providing coverage up to Two Million (\$2,000,000) Dollars inclusive against liability for bodily injury or death and/or damage to property on an all risk occurrence basis.
- (b) Automobile insurance for public liability and property damage providing coverage up to One Million (\$1,000,000) Dollars inclusive on owned, non-owned or hired vehicles.

The Lessor shall be named as an additional insured in the comprehensive public liability policy. Such insurance shall contain a cross liability endorsement stating that in the event of bodily injury, sickness or disease including death at any time resulting therefrom, or damage or

destruction of property belonging to any one of the insured for which another insured is or may be held liable, then this policy shall cover such insured against whom claim is made or may be made the same as if separate policies had been issued for each insured, but nothing herein shall operate to increase the company's liability as set forth elsewhere in the policy beyond the amount or amounts for which the company would be liable if there had been only one named insured. Each such policy shall provide that no cancellation, expiration or material change in the policy shall become effective until after thirty (30) days' notice of such cancellation, expiration or change shall have been given to the Lessor by return registered mail, and the Lessee will file with the Lessor certified copies of all such policy or policies of insurance and the receipts for payment of premiums thereon, and should the Lessee neglect so to obtain and/or maintain in force any such insurance as aforesaid or deliver such policy or policies and receipts to the Lessor, then it shall be lawful for the Lessor to obtain and/or maintain such insurance and the Lessee hereby appoints the Lessor its true and lawful attorney to do all things necessary for this purpose. All moneys expended by the Lessor for insurance premiums under the provisions of this clause shall be charged to the Lessee.

14. And it is also agreed by and between the parties hereto that if the term hereby granted or any renewal thereof shall at any time be seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable and the said term or any renewal thereof shall immediately become forfeited and void.

15. And it is also agreed by and between the parties hereto that any landscaping or fencing erected, installed, placed or maintained on the said demised premises by the Lessee or acquired by the Lessee at any time during the term or any renewal or extension thereof or any tenancy thereafter shall become the property of the Lessor.

16. Any notice required to be given hereunder may be effectively given by sending the same by registered post to the Lessor at 4949 Canada Way, Burnaby, B.C. V5G 1M2 and the Lessee at #101 - 9127 Capella Drive, Burnaby, B.C.. V3J 7K3 and such notice shall be deemed to have been served on the fourth day following such posting.

These presents shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Lessor and the successors and permitted assigns of the Lessee.

IN WITNESS WHEREOF the parties have executed these presents as of the day and year first above written.

THE CORPORATE SEAL OF THE CITY OF
BURNABY WAS HEREUNTO AFFIXED IN
THE PRESENCE OF:

THE CORPORATE SEAL OF
EUPHORIA FILMS LTD.
WAS HEREUNTO AFFIXED IN THE
PRESENCE OF:
