

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7021

A BY-LAW to authorize a lease to Her Majesty
The Queen in Right of the Province
of British Columbia of a portion of
the municipally-owned building situate
at 6263 Gilpin Street.

The Council of The Corporation of the District of
Burnaby ENACTS as follows:

1. This By-law may be cited as "BURNABY LEASE AUTHORIZATION BY-LAW NO. 2, 1977".
2. The Council is hereby authorized and empowered to lease unto Her Majesty the Queen in Right of the Province of British Columbia upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto annexed (hereinafter called the "said lease") that part of the municipally-owned building situate at 6263 Gilpin Street, in the Municipality of Burnaby, upon a portion of Lots 5, 6, 7 and 8, Block 7, District Lot 79, Except Parcel "H", Explanatory Plan 30169 and Plan 2547, Group 1, New Westminster District, and comprising 19,590 square feet, more or less, shown outlined in red on the sketch attached to the said lease and marked with the letter "A".
3. The Mayor and Clerk are hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this 28th day of March, 1977.
Read a second time this 28th day of March, 1977.
Read a third time this 28th day of March, 1977.
Reconsidered and adopted this 4th day of April, 1977.



A handwritten signature in black ink, appearing to read "Honorable".

M A Y O R

A handwritten signature in black ink, appearing to read "R. W. Smith".

D E P U T Y C L E R K

THIS INDENTURE made and entered into this 1st day of
December, 1976.

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
(hereinafter called the "Lessor")

OF THE FIRST PART

A N D:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, as represented
by the Minister of Public Works of the said
Province

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the owner of those lands situate,
lying and being in the Municipality of Burnaby, in the Province
of British Columbia more particularly hereinafter described.

AND WHEREAS the Lessor and the Lessee desire that Lease
dated the 1st day of April 1974, between The Corporation of the
District of Burnaby and Her Majesty the Queen in right of The
Province of British Columbia, as represented by the Minister of
Public Works of the said Province, (hereinafter called "the Lease")
be rescinded.

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That the Lease be rescinded as of the 1st day of
December, 1976.
2. That in consideration of the premises and the rents,
covenants and conditions herein respectively reserved and con-
tained, the Lessor doth lease unto the Lessee ALL AND SINGULAR
that parcel or tract of land (hereinafter called the "said demised
premises") situate, lying and being in the Municipality of Burnaby,
Province of British Columbia, and more particularly known and

described as a Portion of Lots Five (5), Six (6), Seven (7), and Eight (8), Block Seven (7), District Lot Seventy-Nine (79), Except Parcel "H", Explanatory Plan 30169 and Plan 2547, Group One (1), New Westminster District, in a building situated thereon and known as 6263 Gilpin Street, in the said Municipality of Burnaby, comprising 19,590 square feet, shown outlined in red on sketch attached hereto and marked "A".

3. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term commencing the 1st day of December, 1976, and ending the 31st day of March, 1982.

4. YIELDING AND PAYING THEREFORE unto the Lessor, at the office of the Lessor without any deduction, defalcation or abatement on any account whatsoever, and whether demanded or not; Firstly, a rent of Eight Thousand One Hundred and One (\$8,101.00) Dollars per month payable in advance on the first day of each and every month up to and including the 1st day of March, 1979, the first payment to be made on the 1st day of December, 1976; Secondly, the sum of Five Hundred Twenty Thousand Seven Hundred Eighty-One and 59/100 (\$520,781.59) Dollars (being the estimated annual operating expenses) of lawful money of Canada payable by monthly instalments as more particularly set forth in the schedule attached hereto and marked "C" on the first day of each and every month during the term, the first payment to be made on the 1st day of December, 1976; Thirdly, on the 1st day of April, 1979, and on the first day of each and every month thereafter during the balance of the term, a rent which shall be mutually agreed upon by the Lessor and Lessee, and in the event that the Lessor and Lessee cannot agree then the rent shall be fixed by a single arbitrator, and if the Lessor and Lessee cannot agree on one, then the amount of rent to be charged shall be referred to arbitration under the Arbitration Act, R.S.B.C. 1960, Chapter 14.

5. THAT in this lease Operating Expenses mean all expenses in connection with the operation, maintenance and conduct of the

said lands and premises.

If the said Operating Expenses shall in any calendar year, or in a portion thereof, of which the term hereby demised forms part, exceed the total payment for the corresponding period set forth in the Schedule of Operating Cost Payments attached hereto and marked "C", then the Lessee shall pay to the Lessor that proportion of the increase in Operating Expenses as the rentable area of the said demised premises bears to the rentable area of the whole of the said lands and premises of which the said demised premises forms part, and if the said Operating Expenses shall in any calendar year, or in a portion thereof, as aforesaid, be less than the total payment for the corresponding period set forth in said Schedule of Operating Cost Payments, then the Lessor shall repay to the Lessee that proportion, calculated as aforesaid, of the decrease in Operating Expenses.

As soon as reasonably feasible after the expiration of each calendar year the Lessor will furnish to the Lessee a Statement showing in reasonable detail the Operating Expenses for said calendar year. At the time of rendering such Statement, the Lessor shall bill or credit the Lessee for any amount due from either Party by reason of an increase or decrease in Operating Expenses. Unless the Lessee shall take written exception to any item thereof within 45 days, such Statement will be considered as final and settlement shall be made in full within 90 days of the delivery thereof.

6. THAT the Lessee covenants with the Lessor:
- (a) To pay rent and telephone.
 - (b) Not to carry on the said demised premises or any improvements thereon any trade or business without first obtaining the written consent of the Lessor.
 - (c) To observe and abide by all laws, regulations and By-Laws of the Lessor or other competent authority which may be applicable to the said demised premises and any improvements thereon and the use to which the said demised premises and any improvements thereon shall be put by

the Lessee; and not to carry on or suffer to be carried on any activity upon the said demised premises or any improvements thereon which may be deemed by the Lessor to constitute a nuisance.

- (d) And to repair, save and except reasonable wear and tear, and damage by fire, lightning, and tempest.
- (e) And the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice, save and except reasonable wear and tear, and damage by fire, lightning and tempest.
- (f) And will not assign without leave, and will not sublet without leave, such leave not be be unreasonably withheld.
- (g) And that it will leave the premises in good repair, save and except reasonable wear and tear, and damage by fire, lightning and tempest.
- (h) At all times to obey all orders, directives and requests made by any municipal or other public authorities including all orders, directives and requests to carry out repairs and/or effect changes to the said demised premises or any improvements thereon in order that they will comply with local health, safety, fire, zoning, building and other requirements authorized by law.
- (i) That it will immediately pay and discharge any Sheriff's executions filed against the said demised premises or any improvements thereon for which it is responsible, and also any liens or other charges attaching thereto by reason of any act or omission on its part, whether caused by any work, services or materials which it has had performed or supplied in connection with the said demised premises or any improvements thereon, or by failure to pay any sales or corporation tax for which it is responsible.
- (j) To assume the sole responsibility for the condition, operation, maintenance and management of the said demised premises and any improvements thereon and that

the Lessor shall be under no liability for injury to any servant, agent, or employee of the Lessee or any sub-lessee, licensee or invitee of the Lessee or for loss of or damage to the property of the Lessee or of any of the aforementioned persons.

- (k) To indemnify the Lessor against all liabilities, costs, fines, suits, claims, demands and actions and causes of action of any kind for which the Lessor may become liable by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision of this lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Lessee or its servants, employees, agents, sub-lessees, or licensees or invitees on the said demised premises or any improvements thereon. The Lessor shall be at liberty to settle or compromise any such claim, demand, suit or action and any damages, compensation and costs paid or incurred by the Lessor and all such claims, demands, suits or actions recoverable from the Lessor or the property of the Lessor shall be a debt due to it from the Lessee and recoverable by action or by set-off against any money due from the Lessor to the Lessee.
- (l) Not to commence the construction of any alterations to any building on the said demised premises until the Lessee has provided the Lessor with the drawings and specifications of said alterations and obtained the written approval of same from the Lessor.
- (m) To obtain all permits, including building permits, required by the Lessor or any By-Law of the Lessor.
- (n) After approval has been obtained under Clause 6 (l) hereof and the permits under Clause 6 (m) hereof at its own cost and expense to forthwith commence any

construction and alterations to the building on the said demised premises.

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

8. THE Lessor covenants with the Lessee for quiet enjoyment.

9. THE Lessee covenants that the Lessee 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 buildings, structures, erections, improvements, motor or other vehicles, materials, supplies, goods, articles, effects, or things at any time erected, brought, placed, made or being upon the said demised premises, or arising out of the Lessee's use and occupancy of the said demised premises or any buildings, structure, erections, improvements, motor or other vehicles, materials, supplies, goods, articles, effects, or things at any time erected, brought, placed, made or being on the said demised premises.

10. It is agreed that any failure by the Lessor to enforce, either in part or in whole, the rights and remedies available to it under these presents for any breach or failure by the Lessee to observe the provisions of any covenant or other matter herein contained shall not be deemed to be a waiver or acquiescence of same on the part of the said Lessor, nor shall such failure preclude the Lessor from enforcing such rights and remedies against the Lessee for any subsequent breach or non-observance.

11. The Lessor covenants to provide heat, water and washroom facilities, electric power, lightbulb and fixture maintenance, other electric power (as required), gas, janitor services, janitor supplies, garbage removal and fifty-seven parking spaces in the area outlined in red on sketch attached hereto and marked "B".

12. And it is agreed that if the Lessee is at any time in default in the observance of any of its covenants contained in Clause 6 hereof, other than the covenant requiring payment of rent,

and if the Lessor shall have served notice in writing upon the Lessee specifying the default and requiring the Lessee to make compensation in money for same, and the Lessee has failed to rectify the default and pay reasonable compensation for same within thirty (30) days after its receipt of such notice, the Lessor may, in addition to any other remedy available to it for breach of the particular covenant, itself cure the default for the account of, and at the cost of, the Lessee, and the sum so expended or incurred by it shall be deemed to be additional rent and shall on demand be paid by the Lessee on the next day, or on such other rent days as the Lessor may specify, and if not paid by the Lessee be treated in the same manner and be subject to the same remedies as for non-payment of rent. If the default is, in the opinion of the Lessor, of such a nature as to be incapable of being cured by the Lessor at the cost of the Lessee, then the Lessor may without further notice or demand on the Lessee at any time after the expiration of the thirty (30) day period above referred to, re-enter into and upon the said demised premises or any part thereof and any improvements thereon, in the name of the whole, to re-enter, repossess and enjoy the same, and this lease shall be thereby determined.

13. And it is agreed that if the term hereby granted shall be at any time 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 month's rent shall immediately become forfeited and void.

14. And it is agreed that in case the said demised premises or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said demised

premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

15. Provided always and it is hereby agreed by and between the parties hereto that if the said 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 a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

16. Whenever in this lease it is required or permitted that notice or demand be given by one or either of the parties upon the other, such notice or demand shall be deemed sufficiently given if in writing and forwarded by Registered Mail addressed as follows:

To the Clerk of the Lessor at 4949 Canada Way, Burnaby, B.C.

To the Lessee at the Parliament Buildings, Victoria, B.C.

Such addresses may be changed from time to time by either party serving notices as above provided.

Notice may also be given to the Lessee by delivering it to some adult person on the said demised premises, if occupied, or, if not occupied, by posting up a copy of the said notice on the said demised premises or any improvements thereon.

17. AND IT IS FURTHER DECLARED AND AGREED that at the expiration of the term the ownership of all fixtures, structures, additions and improvements affixed to the said demised premises shall vest in the Lessor and no compensation shall be payable to the Lessee by the Lessor for the said fixtures, structures, additions and improvements as aforesaid.

18. PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that if the Lessee duly and regularly pays the said rent and performs the covenants by the Lessee to be performed and gives to the Lessor ninety (90) days prior to the expiration of the original term, written notice, the Lessee shall have the

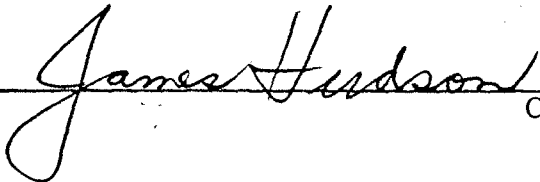
option to renew this lease for a further period of five (5) years on the same covenants and conditions as herein provided, other than this present covenant.

19. WHEREVER the singular and the masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine, or body corporate or politic; also the successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).


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


THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

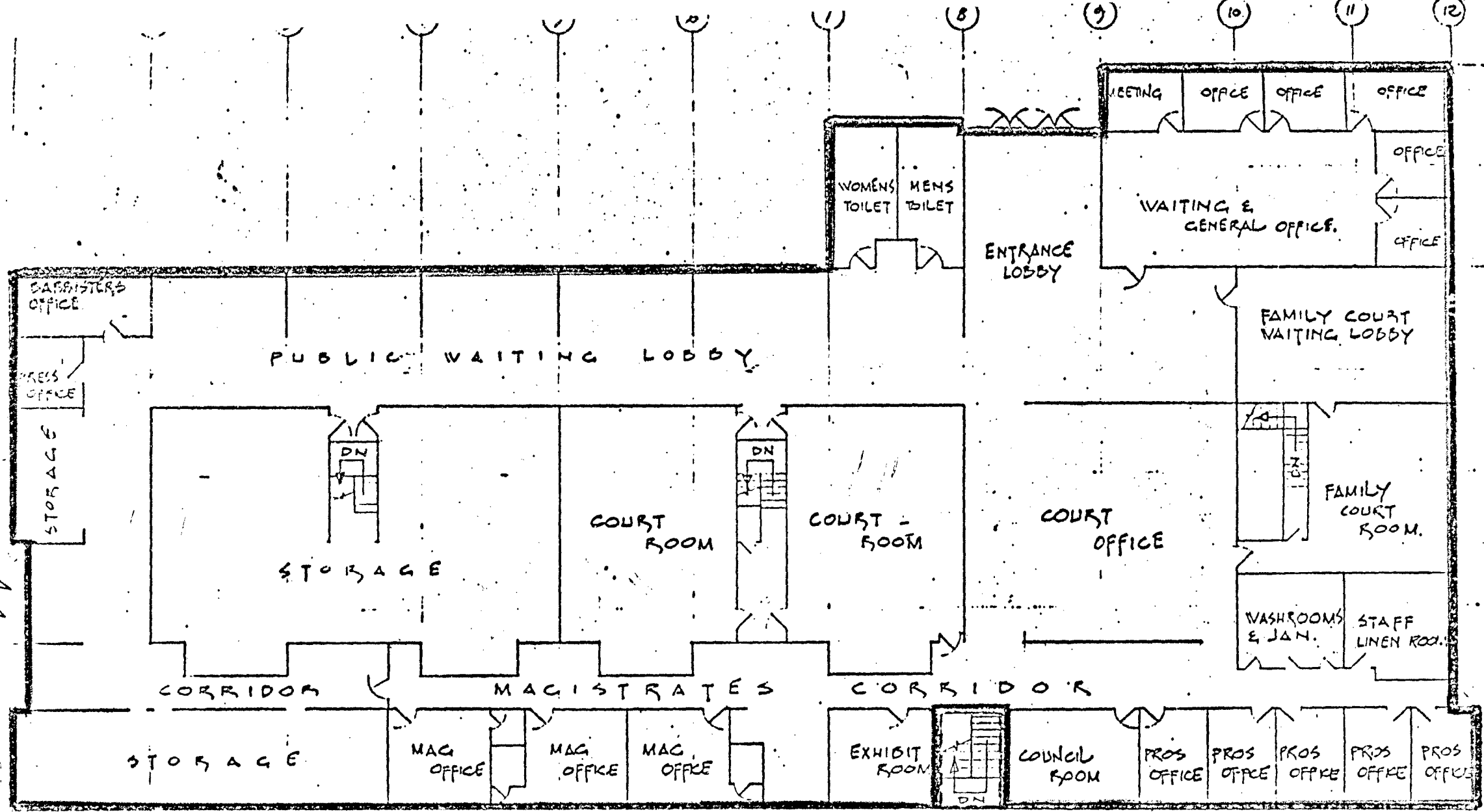

MAYOR


CLERK

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Works of the said Province:


Public Service





THIRD FLOOR

--- Indicates leased area (Shared)
 ———— (Exclusive)

Also, 57 reserved parking spaces.

SCHOOL PARKING

Staff Only

Public Parking

MUNICIPAL HALL

Public Parking

Staff Parking

Staff Only

MUNICIPAL FLEET COMPOUND

PUBLIC PARKING

(UNDER CONSTRUCTION)
MUNICIPAL HALL
(WEST BUILDING)
PARKING UNDER BUILDING
AND PLAZA

Reserved

JUSTICE BUILDING
PARKING LOT
(Public)

JUSTICE BUILDING

POLICE PARKING ONLY

POLICE PARKING LOT
(Public)

Handwritten initials

CANADA

GILPIN STREET

GILPIN ST.

"C"

SCHEDULE OF OPERATING COST PAYMENTS

| <u>Period</u> | <u>Amount of Monthly Payment</u> | <u>Total Payment For Period</u> |
|------------------|--------------------------------------|-------------------------------------|
| 1/12/76 31/12/76 | \$ 5,524.83 | \$ 5,524.83 |
| 1/1/77 31/12/77 | 6,353.55 | 76,242.60 |
| 1/1/78 31/12/78 | 7,306.59 | 87,679.08 |
| 1/1/79 31/12/79 | 8,037.31 | 96,447.78 |
| 1/1/80 31/12/80 | 8,841.04 | 106,092.55 |
| 1/1/81 31/12/81 | 9,725.14 | 116,701.79 |
| 1/1/82 31/3/82 | 10,697.65 | 32,092.96 |
| TOTAL | | <u>\$520,781.59</u> |

DATED: December 1st, 1976.

THE CORPORATION OF THE DISTRICT
OF BURNABY

AND

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA

L E A S E

Legal Department
The Corporation of the
District of Burnaby
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Burnaby, B.C. V5G 1M2