

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7683

A BY-LAW to authorize the leasing of certain municipally-owned lands to Big Brothers of Burnaby.

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. 1, 1981".
2. The Council is hereby authorized and empowered to demise and lease unto Big Brothers of Burnaby, upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto attached and marked Schedule "A", those municipally-owned lands and premises more particularly known and described as ALL AND SINGULAR those lands and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as 1,144 square feet of office space at 7443 Edmonds Street, Burnaby, British Columbia.
3. The Clerk, being the authorized signatory, is hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this 15th day of JUNE, 1981.

Read a second time this 15th day of JUNE, 1981.

Read a third time this 15th day of JUNE, 1981.

Reconsidered and adopted this 22nd day of JUNE, 1981.



M A Y O R



C L E R K

This Lease made and entered into the                    day  
of                    , 1981.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY  
4949 Canada Way,  
Burnaby, British Columbia.

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

BIG BROTHERS OF BURNABY,  
a corporation under the Society Act,  
with offices at  
7443 Edmonds Street,  
Burnaby, British Columbia.

(hereinafter called the "Tenant")

OF THE SECOND PART

WITNESSES that in consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant approximately 1,144 square feet of office space (as shown outlined in red on the diagram hereto attached marked Schedule "A") at 7443 Edmonds Street, Burnaby, British Columbia, together with (i) the use in common with other persons entitled thereto to the washrooms situate in the building, and (ii) the use in common with other persons entitled thereto of the entrance hall and corridors and parking facilities at the premises for a term of three (3) years commencing the first day of April, 1981, paying:

(a) for the first year of the term a rent of \$7,740.00 per annum, payable monthly in advance in instalments of \$645.00 each, the first of such instalments to be paid on or before the first day of April, 1981;

SCHEDULE 'A'

(b) and for the second year of the said term an annual rent being the sum of \$6,864.00, 73% of the 1982 municipal property tax and 73% of the cost of providing heat and electric power to the premises from March 1, 1981 to February 28, 1982, payable monthly in advance in twelve (12) equal instalments, the first of such instalments to be paid on or before the first day of April, 1982;

(c) and thereafter for the third year of the said term an annual rent being the sum of \$6,864.00, 73% of the 1983 municipal property tax and 73% of the cost of providing heat and electric power to the premises from March 1, 1982 to February 28, 1983, payable monthly in advance in twelve (12) equal instalments, the first of such instalments to be paid on or before the first day of April, 1983.

TENANT'S COVENANTS

1. The Tenant hereby covenants with the Landlord as follows:

(a) to pay the rent herein reserved in the manner and on the days specified herein;

(b) to pay the cost of telephone services supplied to the said offices;

(c) to use the said offices for business or professional use only and not to permit them to be used for the sale of goods or as a workshop;

(d) not to use the said offices or to permit them to be used for any purpose that may render the insurance on the building void or voidable or that might cause the premiums for such insurance to be increased;

(e) not to part with possession of the said offices or any part thereof without the prior consent of the Landlord;

(f) to allow the janitor employed by the Landlord and the cleaners under his direction to enter the said offices for the purpose of cleaning them on any day after normal business hours;

(g) not to make any alterations or additions to the said offices without the prior consent of the Landlord, and to keep the said offices and the windows and the fixtures and fittings therein in good repair, reasonable wear and tear excepted, and to deliver them up in such condition on termination of this Lease. This covenant to maintain does not extend to the outer walls or roof of the building which shall be the Landlord's sole responsibility to maintain but the Tenant shall pay to the Landlord the cost of repairs to the outer walls and roof occasioned by the use of the offices by the Tenant or those for whom he is responsible;

(h) to permit the Landlord and his agents at all reasonable times to enter and view the state of repair of the said offices and promptly to repair and maintain them in accordance with any notice so to do given by the Landlord or his agents.

LANDLORD'S COVENANTS

2. The Landlord hereby covenants with the Tenant as follows:

(a) to permit the Tenant so long as he pays the rent reserved herein and complies with his covenants, to use the said offices without interference from the Landlord;

(b) to pay when due all charges for electricity, water and heat supplied to the said offices;

(c) to supply at his own expense hot and cold water to the building;

(d) to keep the common areas of the building clean and well lighted;

(e) to maintain the common areas and the outer walls and roof of the building in proper structural repair;

(f) to employ a competent janitor and cleaners to keep the said offices reasonably clean.

PROVISOS

3. Provided always and it is hereby agreed that the Landlord may determine this lease and re-enter the said offices;

(i) if any instalment of rent or any part thereof is in arrears for fifteen (15) days whether formally demanded or not;

(ii) if the Tenant shall breach any of these covenants herein;

(iii) if as a result of fire the said offices are unfit for carrying on the Tenant's business, or

(iv) if the Landlord decides to demolish the building or otherwise requires the offices for its own use and has given the Tenant sixty (60) days notice in writing to vacate.

IN WITNESS WHEREOF the parties hereto have caused this agreement 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:

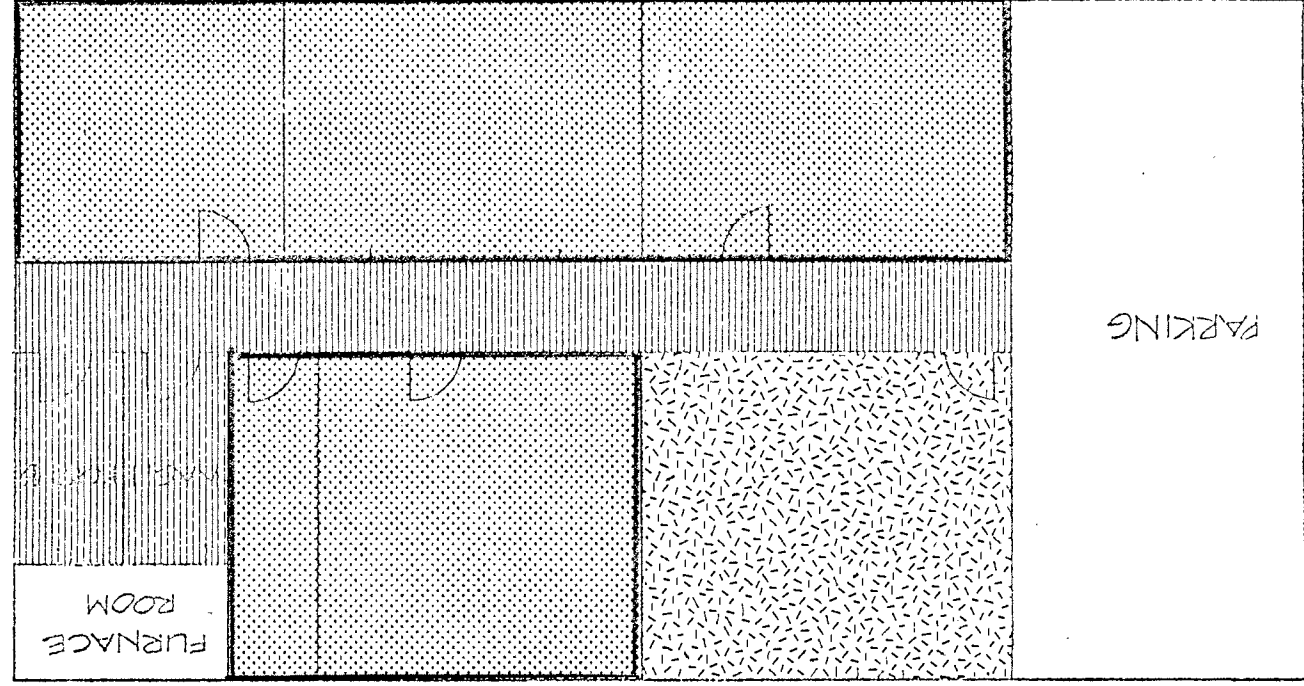
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Municipal Clerk-Authorized Signatory

THE CORPORATE SEAL OF BIG BROTHERS OF BURNABY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

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SKETCH SHOWING AREA USE OF BUILDING



- LEGEND
- AREA FOR BIG BROTHERS (dot pattern)
  - AREA FOR PARKS & REC. (cross-hatch pattern)
  - AREA FOR COMMON USE (vertical hatching)

THE CORPORATION OF THE  
DISTRICT OF BURNABY

AND

BIG BROTHERS OF BURNABY

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L E A S E

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1981