

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 8331

A BYLAW to authorize the granting of a lease
of certain municipally owned lands
to BURNABY B.M.X. ASSOC.

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

1. This Bylaw may be cited as BURNABY LEASE AUTHORIZATION
BYLAW NO. 2, 1985.

2. The Council is hereby authorized and empowered to demise
and lease unto BURNABY B.M.X. ASSOC. upon the terms and covenants
and conditions more particularly set forth in the form of
INDENTURE hereunto attached and marked Schedule "A", those
municipally owned lands and premises more particularly described
as ALL AND SINGULAR that certain parcel or tract of land and
premises situate, lying and being in the Municipality of Burnaby,
Province of British Columbia, and more particularly known and
described as all that portion of Lot "B" of Part of Block 1 of Lot
215, Group 1, Map 9377, New Westminster District.

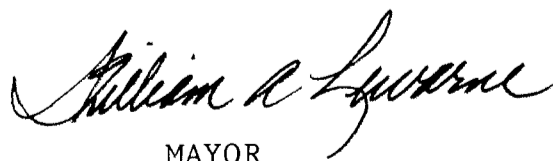
3. The Municipal Clerk is hereby authorized and empowered
to execute the said lease, signing the same and affixing the
corporate seal thereto.

Read a first time this 18th day of MARCH 1985

Read a second time this 18th day of MARCH 1985

Read a third time this 18th day of MARCH 1985

Reconsidered and adopted this 25th day of MARCH 1985


MAYOR


CLERK

SCHEDULE "A"

THIS INDENTURE made this day of 198 in
pursuant to the Land Transfer Form Act.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
4949 Canada Way
Burnaby, B.C. V5G 1M2

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

BURNABY B.M.X. ASSOC. (Incorporation No. S-19209
under Society Act of British Columbia)
6240 Halifax Street
Burnaby, B.C. V5B 2P6

(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 Lessee has agreed to abide by the
Constitution and Bylaws of the Burnaby B.M.X. Assoc., as presently
constituted, a copy of which is attached hereto and marked "A".

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That in consideration of the premises and the rents,
covenants and conditions herein respectively reserved and
contained, 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

Lot "B" of Part of Block 1 of Lot 215, Group 1,
Map 9377, New Westminster District

2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of five (5) years, commencing the first day of January, 1985 and ending on the 31st day of December, 1989.

3. YIELDING AND PAYING THEREFORE unto the Lessor in advance, yearly and every year, the rent of One (\$1.00) Dollar per annum, payable on or before the first day of August in each year at the office of the Lessor, and whether demanded or not, the first payment to be made on or before the first day of August, 1985, and to pay annual taxes which would be levied upon the said demised premises, if the same were privately owned, without any deductions of any kind whatsoever.

The Lessee covenants with the Lessor:

(a) To pay rent.

(b) To pay all taxes including taxes for local improvements and works.

(c) Not to commence construction of any improvements on the said demised premises until the Lessee has provided the Lessor with plans and specifications of the proposed improvements approved by Lessor's Director Recreation and Cultural Services.

(d) After approval has been obtained under Clause 3 (c) hereof to commence construction of a track facility and a parking lot on the said demised premises and to complete construction of same in a good and workmanlike manner and in accordance with all Bylaws of the Lessor so that same is fit for use not later than six months from the date hereof; PROVIDED HOWEVER, that if the work is unavoidably delayed due to labour disputes, strikes, weather conditions or accidental causes beyond the Lessee's control, of which the Lessor shall be the sole judge, the time for

completion shall be extended for a period equivalent to the work time lost by reason of any or all of the causes aforesaid. The extended time period shall be determined and fixed by the Lessor, which determination shall be final, but no such allowance shall be made unless a claim therefore is presented in writing to the Lessor by the Lessee within ten (10) days after the occurrence of such delay.

(e) To forthwith pay all accounts and expenses for work or labour done upon and materials supplied to the said demised premises and any improvements thereon.

(f) 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.

(g) To observe and abide by all laws, regulations and bylaws 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 or to be immoral.

(h) To provide a washroom facility that meets the requirements of the Lessor's Health Department.

(i) That the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice.

(j) 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 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.

(k) To use the said demised premises only for a bicycle motocross track facility.

(l) To maintain the said demised premises and any improvements thereon in good order and repair.

(m) To keep up fences and gates on or around the said demised premises.

(n) Not to assign or sublet without leave.

(o) When applying to the Lessor for consent to a proposed assignment or subletting to furnish the Lessor with assignment or subleasing forms acceptable to the Lessor, and same shall not be valid and binding until executed by the Lessor. A true copy of all such agreements shall be furnished to the Lessor forthwith after execution by the Lessor and Lessee.

(p) To pay in every year during the term hereof all rates and charges for water, gas, electric lights, power and telephone and other public utilities or other services supplied to or used on the said demised premises or any improvements thereon and to indemnify the Lessor against all costs and charges in respect thereof.

(q) 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.

(r) 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 any other person or for loss of or damage to the property of the Lessee or of any of the aforementioned persons.

(s) 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, members, 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 or 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. The Lessor shall make every reasonable effort to notify the Lessee and the Insurer, as soon as is practicable, of any such claim, demand, suit or action which comes to the attention of the Lessor.

(t) To leave the said demised premises and any improvements thereon in good repair.

(u) Not to discriminate against any person by reason of race, color, religion, origin or sex, and to ensure that the track is safe and accessible to non-members at times when the Lessee is not conducting its program.

(v) To pay all costs of operating and maintaining the said demised premises and any improvements thereon.

(w) To construct, at its own cost and expense, all improvements on the said demised premises, including water, sewer, drainage electricity, gas and any other utility installations.

(x) To insure and keep insured during the term, with such companies and on such forms as are acceptable to the Lessor, at the Lessee's expense, Comprehensive General Liability insurance coverage covering premises and operations liability; Contractor's Contingency Liability with respect to the operations of sub-contractors; Completed Operations Liability, Contractual Liability, Automobile Liability Insurance (owned and non-owned or hired units).

The limits of liability shall not be less than the following:

Bodily Injury Liability	\$2,000,000.00 \$2,000,000.00	each occurrence aggregate products and/or completed operations
Property Damage Liability	\$500,000.00 \$500,000.00	each occurrence aggregate products and/or completed operations
Owned & Non-Owned Automobile Liability Insurance. Bodily Injury and Property Damage Liability.	\$2,000,000.00	any one accident

The Lessor shall be added as an additional named insured under the Comprehensive General Liability and Non-Owned Automobile Liability insurance.

A Cross Liability clause shall be made part of the Comprehensive General Liability insurance.

The Comprehensive General Liability policy shall provide that it cannot be cancelled, lapsed or materially changed without at least thirty days' notice to the Lessor by Registered Mail.

Prior to the execution of the within lease the Lessee shall file with the Lessor a copy of each insurance policy and certificate required.

Coverage of completed operations liability may be dispensed with twelve (12) months after the improvements on the said demised premises have been completed.

Should the Lessee neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies 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 his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Lessor for the insurance premiums under the provisions of this clause shall be charged to the Lessee.

(y) To provide annually on the 1st day of February to the Lessor's Director Recreation and Cultural Services:

- (i) a financial statement for the previous year,
- (ii) a list of names and addresses of the members of Burnaby B.M.X. Assoc.,
- (iii) a schedule of membership fees to be charged.

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

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

6. In the event that any of the improvements erected upon the said demised premises should be destroyed by fire or other calamity, or be demolished, or by reason of any other occurrence, become incapable of being decently utilized, then unless the Lessee shall, within thirty days of happening of any such event, give to the Lessor written notice of its intention to rebuild, replace or reinstate the improvements so destroyed, demolished or rendered unuseable in a manner and in accordance with a standard which will meet the satisfaction of the Lessor and actually carries such proposal through to completion to the Lessor's satisfaction within twenty-four months of the happening of any such event, then the remaining term under this lease shall, at the Lessor's option, become forfeited and determined, and it shall be lawful for the Lessor at any time thereafter to enter 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, anything herein contained to the contrary notwithstanding.

7. Should the said demised premises or such portion of same as necessitate the demolition or removal of an improvement or improvements thereon, be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate as of the date of such taking, and both the Lessor and the Lessee shall be released from any further liability hereunder.

8. PROVIDED that if and whenever the rent hereby reserved, or any part thereof, or any sum which by virtue of these presents is collectable as rent, shall be unpaid for ten days after any of the days on which the same become due, the Lessor may forward

notice in writing to the Lessee demanding that the sum so in arrears be paid forthwith, and failure by the Lessee to pay the arrears within thirty days following its receipt of such notice shall, at the option of the Lessor, operate as a forfeiture of this lease, and it shall be lawful for the Lessor at any time thereafter, 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, anything hereinafter contained to the contrary notwithstanding.

9. It is agreed that if the Lessee is at any time in default in the observance of any of its covenants contained in clause three 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 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 nature as to be incapable of being cured by the Lessor at the cost of of the Lessee, then the Lessor may without further notice or demand on the Lessee at any time after the expiration of the thirty-day period have 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.

10. PROVIDED ALSO, that if the term hereby granted 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 an 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, or the Lessee being an incorporated society an order shall be made winding it up or requiring the surrender of its charter, then in every case the then current rent, shall immediately become due and payable, and the said term shall, at the option of the Lessor, forthwith become forfeited and be determined, and the Lessor may re-enter and take possession of the said demised premises and any improvements thereon.

11. 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.

12. The Lessee covenants with the Lessor that the Lessee will not excavate, drill, install, erect, maintain or permit to be excavated, drilled, installed, erected, or maintained any obstruction, pit, well, foundation, pile of material, embankment, fill, pavement, building or other structure or installation upon, over or under the said demised premises without first obtaining the written consent of the Lessor's Director Recreation and Cultural Services.

13. 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.

14. 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. V5H 1M2

To the Lessee at:

6240 Halifax Street
Burnaby, B.C. V5B 2P6

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.

15. Any rent due, or other sums payable under these presents shall be payable to the Lessor at its office situated at the address above specified, or in such other manner or place as the Lessor may from time to time in writing direct.

16. It is agreed that at the expiration of the term the ownership of all buildings, structures, and improvements affixed to the said demised premises and all fixtures in and about the said buildings, structures and improvements shall vest in the Lessor and no compensation shall be payable to the Lessee by the Lessor for the said buildings, structures, improvements and fixtures as aforesaid.

17. 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 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.

18. It is agreed that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns, and that where there is more than one Lessee all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits, the singular number shall be read as if plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their corporate seals, attested by the hands of their proper signing officers in that behalf duly authorized, as of the day and year first above written.

THE CORPORATE SEAL OF BURNABY
B.M.X. ASSOC. WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:

Authorized Signatory

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

Municipal Clerk-Authorized Signatory