

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 8553

A BYLAW to authorize the granting of a lease  
of certain municipally owned lands  
to TEXACO CANADA INC.

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

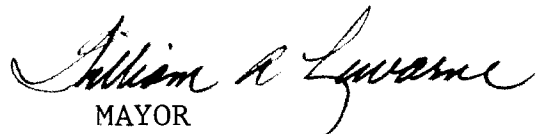
1. This Bylaw may be cited as BURNABY LEASE AUTHORIZATION  
BYLAW NO. 4, 1986.
2. The Council is hereby authorized and empowered to demise  
and lease unto Texaco Canada Inc., upon the terms, covenants and  
conditions more particularly set forth in the form of INDENTURE  
hereunto attached and marked Schedule "A", those municipally owned  
lands and premises comprising 6,792 square metres, more or less,  
and being part of Lot 1 of Block 7, District Lot 214, Group 1,  
Plan 49510, New Westminster District, more particularly described  
in the said INDENTURE hereunto attached and marked Schedule "A".
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 21st day of APRIL 1986

Read a second time this 21st day of APRIL 1986

Read a third time this 21st day of APRIL 1986

Reconsidered and adopted this 28th day of APRIL 1986

  
MAYOR

  
CLERK

SCHEDULE "A"

THIS INDENTURE entered into as of the 15th day of April, 1986.

IN PURSUANCE OF PART 2 OF THE LAND TRANSFER FORM ACT  
BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY  
a municipal corporation duly incorporated  
under the laws of the Province of British  
Columbia, with offices at  
4949 Canada Way, Burnaby, B.C. V5G 1M2

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

TEXACO CANADA INC., a body corporate incorporated  
under the laws of Canada and having its registered  
office in British Columbia at 2800 - 666 Burrard  
Street, Vancouver, B.C. V6C 2X8

(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.

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That in consideration of the rents, covenants and conditions herein respectively reserved and contained, the Lessor doth lease unto the Lessee, ALL AND SINGULAR that certain parcel or tract of land and premises including without limitation all improvements and buildings located thereon (hereinafter called the "demised premises") situate, lying and being in the Municipality of Burnaby, Province of British Columbia, and more particularly described in Schedule "A" hereto annexed, reserving unto the Lessor the right to use as a right-of-way for the Lessor his employees, agents, servants, workmen together with vehicles that part of the demised premises described in Schedule "B" hereto annexed.

2. TO HAVE AND TO HOLD the demised premises unto the Lessee for the term of five (5) years commencing on the 15th day of April, 1986 and ending on the 14th day of April, 1991.

3. YIELDING AND PAYING THEREFOR, during the said term hereby granted unto the Lessor, in advance on the 15th day of April each year, the annual rental of One Dollar (\$1.00) of lawful money of Canada, without any deductions, defalcations or abatements on any account whatsoever, and whether demanded or not, the first of such payments of rent to be made on the 15th day of April, 1986.

4. The Lessee covenants with the Lessor to pay rent, and to pay taxes; and to pay all rates and charges for water, gas, electric light and power, telephone and other public utilities or services supplied to or used on the demised premises and to indemnify the Lessor against all costs and charges in respect thereof; and to repair; and to keep up fences; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice and that the Lessee will not assign or sublet without leave and the Lessor agrees that it will not unreasonably withhold its consent to the assignment of this lease or the subletting of the demised premises in whole or in part for any lawful purpose provided that no such assignment or subletting shall release the Lessee from its liability under the terms of this lease. The occupancy of the demised premises by any successor firm of the Lessee or any firm into which the Lessee may become merged or amalgamated shall not be deemed an assignment of this lease; and that the Lessee will leave the demised premises in good repair. Provided that the property taxes payable by the Lessee shall be pro-rated where the Lessee vacates the demised premises before the end of a calendar year.

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

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

7. The Lessee covenants with the Lessor to observe and abide by all laws, regulations and bylaws of the Lessor or other competent authority which may be applicable to the 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 demised premises which shall be deemed by the Lessor acting reasonably to constitute a nuisance. It is acknowledged that the Lessee intends to continue the existing use being made of the demised premises including without limitation the storage and distribution of petroleum and related products and general office use.

8. Unless caused by a negligent or wilful act or omission of the Lessor, its invitees, licencees, employees, agents or contractors, the Lessee covenants at all times to be responsible for and to indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, liens, actions, suits 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.

9. Unless caused by a negligent or wilful act or omission of the Lessor, its invitees, licencees, employees, agents or contractors, 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 demised premises or to the Lessee's use and occupation thereof 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 demised premises.

10. The Lessee covenants with the Lessor 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 any assignment for the benefit of creditors or, becoming insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, then any rent that has been paid in advance pursuant to these presents, shall immediately become forfeited to the Lessor and the term hereby granted shall at the option of the Lessor, to be exercised by notice in writing to the Lessee, immediately become forfeited and void.

11. The Lessor acknowledges receipt from the Lessee of the sum of \$5.00 representing payment in full of the rent hereby reserved during the term of this lease. The Lessee covenants with the Lessor that in case breach or non-observance be made or suffered by the Lessee at any time or times in or in respect of any of the other terms, covenants and conditions in this lease contained, which, on the part of the Lessee ought to be observed and performed, which is not cured within 30 days after the Lessor gives written notice thereof to the Lessee, then and in every of such cases it shall be lawful for the Lessor without judicial inquiry or finding by notice in writing to cancel and determine the lease herein and to re-enter the demised premises and the same to have again, repossess and enjoy, and no acceptance of rent subsequent to any breach or non-observance nor any condoning, excusing or overlooking by the Lessor on previous occasions of breaches or non-observances similar to that for which this lease shall be cancelled and determined shall be taken as a waiver of these conditions or in any way defeat or affect the rights of the Lessor hereunder, including those rights arising out of any breach or non-observance by the Lessee antecedent to that for which this lease shall be cancelled and determined.

12. The Lessee will not, without the written consent of the Lessor, such consent not to be unreasonably withheld, during the

said term, alter or expand any building, erection, structure, premises; PROVIDED HOWEVER, that the Lessee will, during the said term, well and sufficiently repair, maintain, empty, cleanse, amend and keep the demised premises, with the appurtenances, in good and substantial repair, and all buildings, erections, structures, installations, facilities, fixtures, improvements and things thereto belonging.

13. AND the Lessee will pay all taxes, rates, duties and assessments whatsoever, whether parochial, municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the demised premises and any improvements thereon.

14. 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 demised premises without first obtaining the written consent of the Lessor, such consent not to be unreasonably withheld.

15. It is hereby agreed by and between the parties hereto that this Indenture will not be renewed.

16. 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.

17. It is hereby agreed, covenanted and understood that any notice to be served by the Lessor upon the Lessee in connection with this lease shall be sufficiently served if delivered to the Lessee at its address hereinbefore set forth and such notice shall be deemed to be delivered on the day next following such delivery.

18. Wherever the singular or the masculine are used in this Indenture, they shall be deemed to include the plural or feminine or body politic or corporate; also the parties hereto shall be deemed to include the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them.

IN WITNESS WHEREOF, the Lessor has caused these presents to be sealed with its corporate seal and signed by the Municipal Clerk and the Lessee has caused these presents to be sealed with its corporate seal and signed by its officers duly authorized in that behalf 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:

\_\_\_\_\_  
Municipal Clerk-Authorized Signatory

THE CORPORATE SEAL OF TEXACO CANADA INC.  
WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

\_\_\_\_\_  
Authorized Signatory

SCHEDULE "A"

DESCRIPTION OF AREA TO BE LEASED BACK TO TEXACO:

All and singular that certain parcel or tract of land and premises situate, lying and being part of Lot 1 of Block 7, District Lot 214, Group 1, Plan 49510, New Westminster District, which may be more particularly described as follows:

Commencing at the South West corner of said Lot 1;

thence S68°36'10"E along the Southerly boundary of the said Lot 1 a distance of 72.984 metres more or less to an angle point in the Southerly boundary;

thence S88°11'10"E along the Southerly boundary of said Lot 1 a distance of 22.732 metres more or less to an angle point in the Southerly boundary;

thence S68°36'10"E along the Southerly boundary of said Lot 1 a distance of 75.895 metres;

thence N21°23'50"E a distance of 35.662 metres;

thence N68°36'10"W a distance of 174.050 metres more or less to a point on the Westerly boundary of said Lot 1;

thence S16°26'40"W along the Westerly boundary of said Lot 1 a distance of 43.443 metres more or less to the point of commencement.

The said parcel containing 6,792 square metres more or less.

Ian C. MacDonald, B.C.L.S.



SCHEDULE "B"

RIGHT-OF-WAY

All and singular that certain parcel or tract of land and premises situate, lying and being part of Lot 1 of Block 7, District Lot 214, Group 1, Plan 49510, New Westminster District, which may be more particularly described as follows:

Commencing at the South West corner of said Lot 1;

thence  $S68^{\circ}36'10''E$  along the Southerly boundary of the said Lot 1 a distance of 27.432 metres;

thence  $N7^{\circ}08'55''E$  a distance of 9.400 metres;

thence  $N21^{\circ}23'50''E$  a distance of 34.170 metres;

thence  $N68^{\circ}36'10''W$  a distance of 28.869 metres, more or less, to a point on the Westerly boundary of said Lot 1;

thence  $S16^{\circ}26'40''W$  along the Westerly boundary of said Lot 1 a distance of 43.443 metres, more or less, to the point of commencement

The said parcel contains 1,178.8 square metres more or less.

Ian C. MacDonald, B.C.L.S.