

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 9610

A BYLAW to authorize the granting of a lease of certain municipally owned property to Big Brothers of Greater Vancouver.


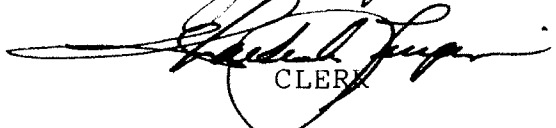
The Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This Bylaw may be cited as BURNABY LEASE AUTHORIZATION BYLAW NO. 1, 1991.

2. The Council is hereby authorized and empowered to lease unto Big Brothers of Greater Vancouver 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 municipally owned property situate at 7443 Edmonds Street, in the Municipality of Burnaby, legally described as Lot 13, Block 6, D.L. 30, Group 1, New Westminster District, Plan 3036 comprising 630 square feet, more or less, shown outlined in red on the sketch attached to the said lease and marked as Schedule A.

2. 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	6th	day of	AUGUST	1991
Read a second time this	6th	day of	AUGUST	1991
Read a third time this	6th	day of	AUGUST	1991
RECONSIDERED AND ADOPTED THIS	19th	DAY OF	AUGUST	1991

  
MAYOR  
  
CLERK

THIS LEASE made and entered into the \_\_\_\_\_ day of  
1991.

BETWEEN:

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

(Hereinafter called the "Landlord")

OF THE FIRST PART

AND:

BIG BROTHERS OF GREATER VANCOUVER  
7443 Edmonds Street  
Burnaby, B.C. V3N 1B1

(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 630 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:

- (a) the use in common with other persons entitled thereto to the washrooms situate in the building, and
- (b) 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 five (5) years commencing the 1st day of March, 1991, paying:
  - (i) for the first year of the term a rent of \$4,949.04 per annum, payable monthly in advance in instalments of \$412.42 each, the first of such instalments to be paid on or before the 1st day of March, 1991;

(ii) and for the second and subsequent years of the said term an annual rent being the sum of \$3,780.00, forty-three (43%) percent of the municipal real property tax for the previous year and forty-three (43%) percent of the cost of providing heat and electric power to the premises during the previous year; payable monthly in advance in twelve (12) equal instalments, the first of such instalments to be paid on or before the 1st day of March, 1992.

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 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:


- (a) if any instalment of rent or any part thereof is in arrears for fifteen (15) days whether formally demanded or not;
- (b) if the Tenant shall breach any of these covenants herein;
- (c) if as a result of fire the said offices are unfit for carrying on the Tenant's business, or
- (d) 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.

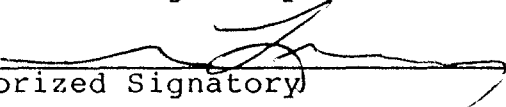
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

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

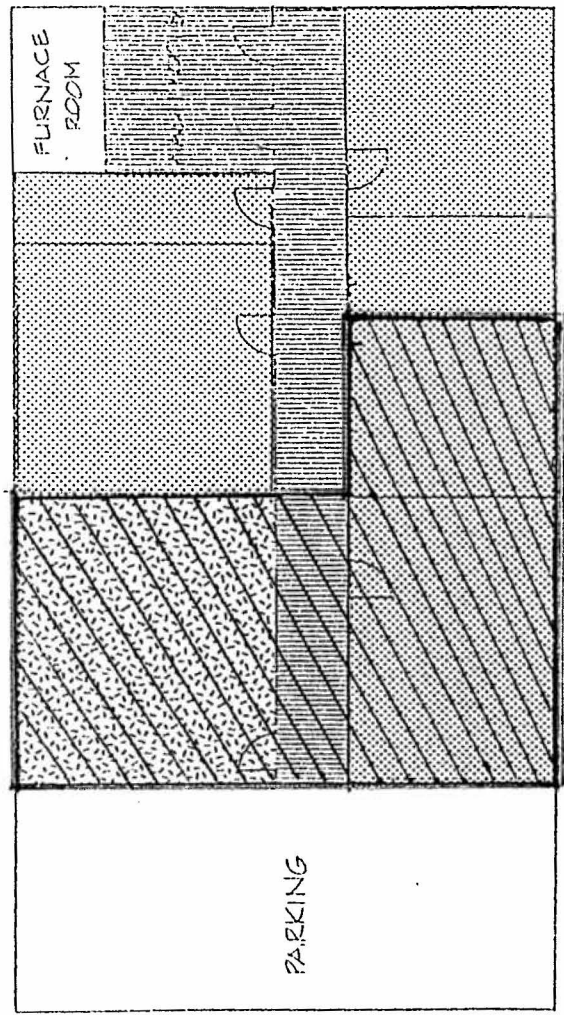
\_\_\_\_\_  
Municipal Clerk-Authorized Signatory

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

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

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

- LEGEND
- AREA FOR BIG BROTHERS
  - AREA FOR PARKS & REC.
  - AREA FOR COMMON USE



SKETCH SHOWING AREA USE OF BUILDING