

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 9713

A BYLAW to authorize the granting of a lease of certain municipally owned property to Canadian Imperial Bank of Commerce.

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, 1992.


2. The Council is hereby authorized and empowered to lease unto Canadian Imperial Bank of Commerce upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto annexed (hereinafter called the "said lease") municipally owned property at 6278 McMurray Avenue legally described as Lot 5, Block 7, District Lot 32, Group 1, New Westminster District, Plan 1229.

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	23rd	day of	MARCH	1992
Read a second time this	23rd	day of	MARCH	1992
Read a third time this	23rd	day of	MARCH	1992

RECONSIDERED AND ADOPTED THIS 6th DAY OF APRIL 1992

  
MAYOR

  
CLERK

THIS INDENTURE made this 27th day of February 1992

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY  
4949 Canada Way,  
Burnaby, B.C. V5A 2A6

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

CANADIAN IMPERIAL BANK OF COMMERCE  
Real Estate-Marketing Division  
Commerce Court Postal Station  
Toronto, Ontario. M5L 1A2

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the parties hereto have entered into a lease dated the 1st day of March, 1986 (the "Lease"), a copy of which is attached hereto as Schedule A, respecting the Lands as defined herein;

AND WHEREAS the Lessee has requested and the Lessor has agreed to grant a further renewal of the Lease on the terms and conditions provided herein.

NOW THIS AGREEMENT WITNESSETH THAT:

1. In consideration of the rents, covenants and conditions provided herein, the Lessor doth lease unto the Lessee ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as Lot 5, Block 7, District Lot 32, Group 1, New Westminster District, Plan 1229 (hereinafter called the "Lands").

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2. TO HAVE AND TO HOLD the Lands for a term of one year commencing on the 1st day of March, 1992 and ending on the 28th day of February, 1993.

3. YIELDING AND PAYING THEREFOR rent for the said term in the amount of Ten Thousand (\$10,000.00) Dollars payable in advance at the date of execution of this Lease.

4. Save as aforesaid the terms and conditions of the Lease remain in full force and effect except that there shall be no further right of renewal.

IN WITNESS WHEREOF the parties hereto have executed these presents 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

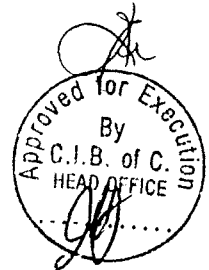
THE CORPORATE SEAL OF CANADIAN IMPERIAL BANK OF COMMERCE WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

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

Peter W. F. Compion, Asst. Gen. Manager

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

C. A. Evans  
Ass't. Secretary



SCHEDULE "A"

THIS INDENTURE made and entered into the 1<sup>ST</sup> day of  
MARCH 1986

BETWEEN:

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

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

CANADIAN IMPERIAL BANK OF COMMERCE, having an  
office at 4805 Kingsway, in the Municipality of  
Burnaby, in the Province of British Columbia, V5H 2C9

(hereinafter called the "Lessee")

OF THE SECOND PART

W I T N E S S E T H:

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 situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as Lot 5, Block 7, District Lot 32, Group 1, Plan 1229, New Westminster District (hereinafter called "the said demised premises").
2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of five years commencing on the 1st day of March, 1986 and ending on the 28th day of February 1991.
3. YIELDING AND PAYING THEREFOR for each year of the said term the annual rent of \$7,000.00 payable in advance on the 1st day of March, 1986 and on the 1st day of March in each succeeding year thereafter.

4. The Lessee covenants to pay to the Lessor on the 1st day of March, 1986 an amount equal to five-sixths of the municipal taxes for 1986 which would have been levied against the said demised premises if the same had been owned by the Lessee; and thereafter to pay taxes on the said demised premises levied pursuant to section 410 of the Municipal Act.

5. The Lessee covenants with the Lessor to pay rent; 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 in writing; and that the Lessee shall leave the said demised premises in good repair to the satisfaction of the Lessor's Engineer.

6. PROVISIO FOR RE-ENTRY for the Lessor on non-payment of rent or non-performance of covenants.

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

8. The Lessee covenants that the said demised premises shall be used as a free customer parking lot in connection with its banking business carried on at 4805 Kingsway, in the Municipality of Burnaby aforesaid and for no other purpose and that the Lessee will observe and abide by all bylaws of the Lessor that may be applicable to the said 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 said demised premises that shall be deemed by the Lessor to constitute a nuisance.

9. The Lessee covenants and agrees not to erect, construct, or maintain any building, structure, erection, improvement or occupation of any kind whatsoever on the said demised premises

except as herein provided without the consent in writing of the Lessor first had and obtained.

10. 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 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.

11. The Lessee covenants and agrees that it shall at all times be responsible for and shall indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits, liens of any kind whatsoever, or there 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.

12. Any notice required to be given hereunder may be effectively given by sending the same by registered post to the Lessor at 4949 Canada Way, Burnaby, British Columbia, V5G 1M2, and the Lessee at 4805 Kingsway, Burnaby, British Columbia, V5H 2C9, and such notice shall be deemed to have been served on the day following such posting.

These presents shall enure to the benefit of and be binding upon the parties hereto, the respective successors and

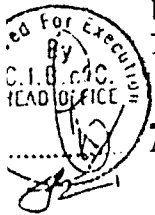
assigns of the Lessor and the successors and permitted assigns of the Lessee.

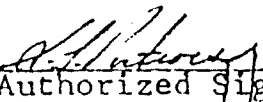
IN WITNESS WHEREOF the Lessor has caused these presents to be sealed with its corporate seal and signed by the Mayor and Clerk and the Lessee has caused its coporate seal to be affixed hereto under the hands of its proper officers duly authorized in that behalf on the day and year first above written.

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 CANADIAN IMPERIAL BANK OF COMMERCE WAS HEREUNTO AFFIXED IN THE PRESENCE OF:



  
Authorized Signatory      ASST. GENERAL MANAGER

  
AUTHORIZED SIGNATORY      ASS'T SECRETARY

PROOF OF EXECUTION BY CANADIAN  
IMPERIAL BANK OF COMMERCE

PROVINCE OF ONTARIO )  
                                  )  
                                  )  
                                  )  
TO WIT:                          )

I HEREBY CERTIFY that on the 29<sup>th</sup> day of April, 1986  
at the City of Toronto in the Province of Ontario,

DONALD EDWARD GROULX, who is personally known to  
me, appeared before me and acknowledged to me that he is  
an authorized signatory of CANADIAN IMPERIAL BANK OF  
COMMERCE, and that he is the person who subscribed his  
name to the within instrument and affixed the seal of the  
said Bank to the said instrument, and that he was duly  
authorized to subscribe his name as aforesaid and affix the  
seal to the said instrument, and that the Bank existed at the  
date the said instrument was executed by the Bank.

IN TESTIMONY WHEREOF I have hereunto set my  
Hand and Seal of Office at Toronto, in the Province of Ontario  
this 29<sup>th</sup> day of April, 1986.

Judith A. McNeill  
A Notary Public in and for  
the Province of Ontario



DATED: \_\_\_\_\_

THE CORPORATION OF THE DISTRICT  
OF BURNABY

AND

CANADIAN IMPERIAL BANK OF COMMERCE

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L E A S E

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Legal Department  
The Corporation of the  
District of Burnaby  
4949 Canada Way  
Burnaby, B.C. V5G 1M2