

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 9729

A BYLAW to authorize the granting of a lease
of certain municipally owned property
to General Chemical Canada Ltd.

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. 3, 1992.

2. The Council is hereby authorized and empowered to lease
unto General Chemical Canada Ltd. 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 8655 Barnet Highway legally
described as Part of Lot B, District Lot 212, Group 1, New
Westminster District, Plan 58607.


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 13th day of APRIL 1992

Read a second time this 13th day of APRIL 1992

Read a third time this 13th day of APRIL 1992

RECONSIDERED AND ADOPTED THIS 21st day of APRIL 1992



Residential Lease

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,
4949 Canada Way, Burnaby, British Columbia, V5C 1M2

(the "Owner");

AND:

GENERAL CHEMICAL CANADA LTD. (Extra-Provincial
Registration No. 26853A), 201 City Centre Drive, Mississauga,
Ontario, L5B 3A3

(the "Lessee").

WHEREAS:

A. The Owner is the registered owner of lands and buildings located in the Municipality of Burnaby, and more particularly known and described as:

That part of Parcel "B", District Lot 212,
Group 1, New Westminster District, Reference Plan 58607
included in Lot _____ on Subdivision Plan prepared by
_____, B.C.L.S. completed on the _____ day
of _____, 1992, a copy of which is annexed hereto.

(the "Lands");

B. There are three houses located on the Lands. One of the houses is a two and a half storey wood frame, full basement residence, having a total floor area of approximately 2,380 square feet and is currently occupied by Gilbert and Helen Cordy (the "Cordy House"). One of the houses is a one storey full basement house having a total floor area of approximately 1010 square feet on the main floor and is currently occupied by Jean Snyder (the "Snyder House"). The third house is a one storey full basement house, clad with cedar shingles, having a floor area of approximately 1010 square feet on the main floor, currently occupied by Barbara Mathewson (the

"Mathewson House"). The Cordy House, Snyder House and the Mathewson House shall be collectively known as the "Houses".

C. The Lessee is the previous owner of the Lands and the Houses are occupied by retired employees or family of retired employees for whom the Lessee is committed to continue to supply housing and for that reason has requested a lease back after selling the Lands.

NOW THEREFORE WITNESSETH THIS AGREEMENT that in consideration of the mutual covenants, agreements, representations and warranties and of the consideration hereinafter contained, the parties agree as follows:

1. GRANT OF LEASE

The Owner agrees to let to the Lessee and the Lessee agrees to rent from the Owner the Lands.

2. PERIOD OF RENTAL

The tenancy under this Agreement commences _____ (the "Commencement Date") and ends on the date which is the earlier of the following:

- (a) the date on which all of Gilbert Cordy, Helen Cordy, Jean Snyder and Barbara Mathewson are deceased;
- (b) the date on which both Gilbert Cordy and Helen Cordy have ceased to reside in the Cordy House and Jean Snyder has ceased to reside in the Snyder House and Barbara Mathewson has ceased to reside in the Mathewson House; and
- (c) December 31, 2021.

3. RENT

The Lessee shall pay to the Owner rent in the amount of \$300.00 per year of lawful money in Canadian Dollars, payable on the _____ day of _____, 1992 and on the _____ day of _____ every year thereafter during the Term; provided that the rent shall be reduced by \$100.00 per year for each of the Houses

that has been vacated or has been demolished as of the date that a rent payment is due under this Lease.

4. UTILITIES

The Lessee shall pay when due all charges for electrical power, hydro and gas supplied, delivered, provided to or made available upon the Houses at the request of the Lessee.

5. TAXES

The Lessee or Gilbert Cordy, Helen Cordy, Jean Snyder or Barbara Mathewson will not be responsible for the payment of any taxes, rates, duties, levies and assessments, whether municipal, parliamentary or otherwise, levied, imposed or assessed against the Lands or upon the Owner or Lessee in respect thereof or from time to time levied, imposed or assessed in the future in lieu thereof, including those levied, imposed or assessed for education, schools and local improvements (the "Taxes"). The Owner covenants with the Lessee to indemnify and save harmless the Lessee against and from any and all claims for payment of taxes or for failure to pay Taxes.

6. ACCESS

The Owner shall provide access by vehicle or foot from the Barnett Highway to the Lands.

7. REPAIRS - LESSEE

The Lessee shall be responsible to maintain the Houses in the same condition they were in on the Commencement Date, reasonable wear and tear and damage by fire and other perils excepted. Provided that the obligation of the Lessee to maintain the Cordy House shall cease two (2) weeks after the Lessee has given the Owner notice that the Cordy House is vacant and the obligation of the Lessee to maintain the Snyder House shall cease two (2) weeks after the Lessee has given the Owner notice that the Snyder House is vacant and the obligation of the Lessee to maintain the Mathewson House shall cease two (2) weeks after the Lessee has given the Owner notice that the Mathewson House is vacant.

8. USE OF PREMISES

8.1 The Houses shall be used for private residential purposes only, and not for any illegal, unlawful, or, commercial or business purpose. No public meetings or assemblies shall be held on the Houses. No business or commercial use shall be advertised or listed on or at the Houses.

8.2 The Lessee shall not assign this Lease or sublet the House or any part thereof, save and except that the Lessee may sublet the Cordy House to Gilbert and Helen Cordy and may sublet the Snyder House to Jean Snyder and may sublet the Mathewson House to Barbara Mathewson. If the Lessee should assign this Lease or sublet the Houses or any part thereof, save as provided for in this Section, this Lease may be terminated by the Owner at its sole option by delivering 30 days' written notice to the Lessee.

9. RUBBISH

No rubbish, boxes or paper shall be placed or left in the Lands, except those areas designated for disposal.

10. CONDITION OF THE PREMISES AND INDEMNIFICATION

10.1 The Lessee declares that it is completely familiar with the condition of the Houses at the time of entering into this Lease and that it will bear all responsibility for maintaining and repairing the Houses for its tenants in the condition required pursuant to section 7 and that no repairs or maintenance whatsoever will be required by or performed by the Owner.

10.2 The Lessee covenants with the Owner to indemnify the Owner in respect of all liabilities, fines, suits, claims and demands and actions of any kind (including legal fees and costs) for which the Owner may become liable by reason of this Lease. This indemnity shall survive termination of this Lease if the incident giving rise to the liability, fine, suit, claim, demand or action occurred during the term of this Lease.

11. INSURANCE (INCLUDING LIABILITY)

11.1 The Lessee acknowledges that the Owner has no obligation to insure the Lands and/or the Houses and that the Owner has no obligation to repair, replace or

rebuild the Houses or any of them in the event of damage or destruction by fire or other peril. In the case of such damage or destruction the Owner agrees that the Lessee may, at its option, repair or rebuild the House or Houses damaged or destroyed by fire or other peril.

11.2 The Lessee shall, at its sole cost and expense, effect and keep in force insurance, protecting both the Owner and Lessee (without any right of cross-claim or subrogation against the Owner) against claims for death, personal injury, property damage or personal liability claims arising from any accident or occurrence on the Lands or improvements in an amount of not less than \$2,000,000.00 for any one occurrence; and such policy of insurance shall contain a clause that it cannot be cancelled, lapsed or materially changed without at least thirty (30) days notice to the Owner by registered mail. Provided that if one or more of the Houses has been vacated and the Lessee has given the Owner two weeks notice of such vacancy, the Lessee shall not be responsible for any personal or consequential injury of any nature whatsoever that may be suffered by the Owner, its employees, contractors, agents or licensees or any other person who may be in or upon the vacant House or Houses or for any loss or damage or injury to any property belonging to the Owner, its employees, contractors, agents or licensees, or any other person while such property is in or upon the vacant House or vacant Houses and shall not be liable for any damage suffered to the vacant House or vacant Houses or the contents thereof.

11.3 The Owner covenants with the Lessee to indemnify and save harmless the Lessee against and from any and all claims and against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought, including without limitation all claims for personal injury or property damage arising from or relating to any or all of the Houses which have been vacated provided the Lessee has given the Owner with two (2) weeks notice of the vacancy and the claim, including without limitation a claim of personal injury or property damage, arising after the expiry of the two (2) week notice and provided further that the Lessee has given notice to the owner of the claim.

12. SURRENDER

Upon the termination of this Lease for any reason whatsoever the Lessee shall surrender to the Owner the Lands in the condition the Lessee was to maintain them in pursuant to section 7.

13. DEFAULT

13.1 On non-performance or non-observance of any of the covenants herein on the part of the Lessee to be observed or performed, the Owner may, in the event that the non-performance or non-observance continues for thirty (30) days after the Owner delivers written notice to the Lessee, exercise all remedies and actions permitted in law, including the right to terminate this Lease pursuant to the Act.

13.2 The Owner has the right to remedy any default of the Lessee hereunder, including the payment of any sums due from the Lessee to third parties, and all expenses of the Owner in remedying or attempting to remedy a default shall be payable by the Lessee to the Owner forthwith upon demand.

14. DESTRUCTION

If a House or the Houses are damaged or destroyed by fire or other casualty the Lessee may at its option, repair or rebuild the House or Houses so damaged or destroyed.

15. DEMOLITION OF VACANT HOUSES

When a House is vacated the Owner shall have the right upon reasonable notice to the Lessee to enter the Lands to demolish the vacated House provided that the demolition shall be carried out during reasonable hours and in a manner that does not interfere with the use of the balance of the Lands for residential purposes.

16. TRANSFER BY OWNER

The term "Owner" as used in this Lease so far as covenants or obligations on the part of the Owner are concerned shall be limited to mean the Owner as herein defined, while it retains its interest in the Lands but upon a transfer of that interest, the Owner shall be automatically relieved after the date of such transfer of all future personal liability arising

out of the requirement for performance of any obligations on the part of the Owner herein contained, provided that this release from liability shall become effective only if the transferee of the Owner's interest shall assume from the date of such transfer, all of the terms of this Lease to be performed on the part of the Owner.

17. CONTRACTUAL

17.1 It is agreed that:

- (a) words importing the singular shall also mean plural, and vice versa, except where the context indicates otherwise;
- (b) the word "Owner" includes the owner and his agents and servants where applicable.

17.2 The obligations upon the Lessee shall be joint and several obligations, if there is more than one Lessee; and if there is more than one landlord, the Owner's obligations shall be joint and several.

17.3 No amendment to this Lease shall be effective unless it is in writing signed by both parties.

17.4 No act or omission of the Owner in respect of any breach by the Lessee of the Lessee's obligations under this Lease shall operate as a waiver of the Owner's rights in respect of that or any subsequent breach, unless an express written waiver of such rights is given by the Owner to the Lessee.

17.5 Any breach of this Lease may give the Owner the right to terminate the tenancy and regain vacant possession.

DATED at _____, British Columbia, _____, 1992.

Officer Signatures

Execution Date

Transferor(s) Signatures

Y	M	D
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THE CORPORATION OF THE DISTRICT OF BURNABY, by its authorized signatories:

Name:
Address:

Name:

Telephone:
Occupation: Solicitor

Name:

Officer Signatures

Execution Date

Transferor(s) Signatures

Y	M	D
92		

GENERAL CHEMICAL CANADA LTD., by its authorized signatories:

Name:
Address:

Name:

Telephone:
Occupation: Solicitor

Name:

OFFICER CERTIFICATION

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1979, c.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

END OF DOCUMENT