

2. THAT Council authorize the Municipal Solicitor to prepare, at the appropriate time, the necessary lease by-law.
3. THAT the Director Engineering be authorized to prepare the necessary subdivision and other survey plans to create the parcel contemplated in the proposed lease, and to dedicate the lands required for future road. 117
4. THAT, a copy of this report be sent to Mr. Cam Dore, Executive Director, Burnaby Association For The Mentally Handicapped, 250 S. Willingdon Avenue, Burnaby, B. C. V5C 5E9.

2.0 GENERAL INFORMATION:

2.1 The subject site is located in the Central Industrial Valley at the northeast corner of Norland Avenue and Douglas Road and is zoned M2 General Industrial District (see attached sketch). Pursuant to recommendation #3 as outlined in Section 1.3 above, the former three legal parcels have been consolidated into one net legal parcel with a site area of 3896 m² (41,935 sq. ft.). The subdivision plan reflects the dedications required adjacent to Holdom Avenue and Norland Avenue for future road upgrading. Municipal easements for storm sewer, pedestrian access adjacent to Still Creek as part of the park-trail development and road work purposes have all been registered along with a Section 215 covenant to prohibit development within the northerly portion of the site.

2.2 The Municipal Solicitor advises that the proposed terms of a lease for the site have been established to include the following general items:

- a) The lease rate is for \$1 per year with an initial 30 year term and, providing the lessee is not in breach of the lease, subsequent 5 year renewals for a further 30 years. The total possible term is, therefore, 60 years.
- b) The Lessee will pay property taxes during the term of the lease. As the land is owned by the Corporation, it is not exempt from property taxes.
- c) If we are unable to renew the lease, there is provision for compensation to the lessee for the then depreciated value of the remaining leasehold interest in the building for the unexpired portion of the 30 year renewal period.
- d) The lessee covenants to use the building only as a vocational service centre and workshop for the mentally handicapped.
- e) The lessee covenants to diligently proceed to construct the building; the lease terminates if they fail to do so within one year, unless the deadline is extended by mutual agreement.
- f) The lessee acknowledges it has been made aware of the presence of marsh gas and assumes all risks associated therewith.
- g) The lessee acknowledges the existence and understanding of all covenants and easements that have been registered against the title of the property.
- h) The lessee will be required to provide engineering design plans for a storm sewer on the east side of the property and arrange for its construction with an associated servicing agreement.

This information has been conveyed to the Association who are in agreement with the terms.


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2.2 In order to proceed with this matter, it will be necessary for Council to authorize the lease of the site subject to posting. Bidding on the lease will be open to the public and subject to the general terms of the lease as described above. Once the posting has been completed, a further report will be submitted to Council to award the lease and authorize the preparation of an appropriate lease by-law.

AP.
PS/ds

Attachment

- cc: Municipal Solicitor
- Director Administrative & Community Services
- Director Engineering
- Director Finance
- Director Recreation & Cultural Services

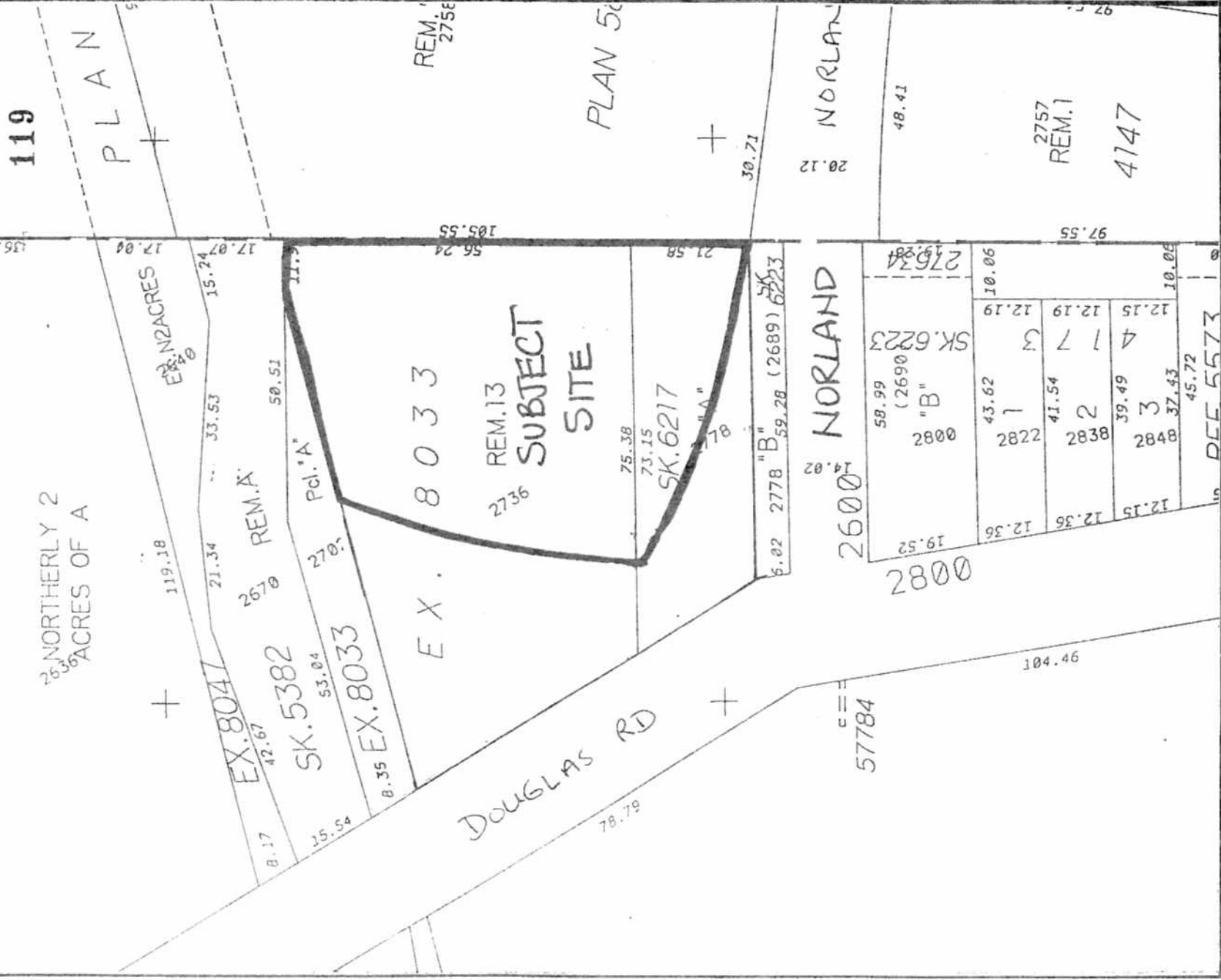

A. L. Parr,
DIRECTOR PLANNING &
BUILDING INSPECTION

PLAN 12169

125.30
155.42

REF. 5641

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Date: 1990 JUNE

Scale: N.T.S.

Drawn By:

PROPOSED LEASE OF MUNICIPAL LAND

