

THIS INDENTURE made and entered into this 15th
day of August, in the year of Our Lord One Thousand
Nine Hundred and Sixty-six (A.D. 1966).

Except as varied herein, IN PURSUANCE OF THE
"SHORT FORM OF LEASES ACT".

BETWEEN:

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

(hereinafter called "the Lessor")

OF THE FIRST PART,

- and -

CITY OF VANCOUVER

(hereinafter called "the Lessee")

OF THE SECOND PART.

WHEREAS the Lessor is the owner of certain
lands and premises more particularly set forth and des-
cribed in Schedule "A" hereto annexed.

AND WHEREAS the Lessee doth hereby assign and
surrender unto the Lessor the lands and premises described
in a certain lease dated July 24, 1962, made between Her
Majesty the Queen and the Lessee, together with the un-
expired residue of the term of years created thereby.

AND WHEREAS by Order-in-Council dated the 18th
day of February, 1966, as amended by Order-in-Council
dated the 12th day of May, 1966, the land described in
Schedule "A" was authorized to be leased under certain
conditions to the Lessee for museum, park and recreational
purposes.

AND WHEREAS the Lessee desires to lease from
the Lessor the lands described in Schedule "A" which are
together in these presents referred to as the "demised
premises".

NOW THIS INDENTURE witnesseth that in considera-
tion of the premises and of the sum of \$1.00 now paid by
the parties hereto each to the other (receipt whereof is
hereby by the said parties hereto respectively acknowledged)
the said parties hereto hereby covenant and agree each
with the other as follows:

- USE
1. The Lessor, in consideration of the rents,
covenants and conditions hereinafter respectively reserved
and contained, and subject to the due performance and
provisions hereof by the Lessee, doth hereby demise unto
the Lessee for public park, recreational and museum
purposes the demised premises or such parts thereof as
shall not at any time or times hereafter be required
by Her Majesty or Her successors for any public purpose,
for which the exclusive possession and control shall
remain and belong to the Lessor as heretofore.

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TERM

2. TO HAVE AND TO HOLD the demised premises unto the Lessee for and during the term of 99 years, to be computed from the first day of September, 1965, upon which date this Agreement shall be deemed to have come into full force and effect.

3. (a) YIELDING AND PAYING THEREFOR, yearly in advance unto the Lessor for a term hereby created, the sum of \$1.00 per annum payable on the 1st day of September in each and every year commencing on the 1st day of September, 1965;

* (b) TOGETHER with 75% of all rent or any other amount the Lessee may receive or is entitled to receive from any sublessee or concessionaire in respect of any of the existing buildings which the Lessee retains on the demised premises, such amounts to be paid annually on the 31st day of August in each year commencing on the 31st day of August, 1966.

4. All payments of rent hereunder shall be payable and paid to the Lessor by cheque payable to the Receiver General of Canada without any deductions, defalcation or abatements of any kind whatsoever.

5. The Lessee covenants and agrees with the Lessor as follows:

(a) to pay rent;

(b) to keep any buildings on the demised premises, owned by the Lessor or by the Lessee, in a state of good repair (reasonable wear and tear and damage by fire, flood, lightning, tempest, Act of God and the Queen's enemies excepted);

* (c) The Lessee will not transfer, assign or sublet the demised premises or any part thereof without the prior written consent of the Lessor first had and obtained;

(d) The Lessee shall, at all times, comply with all statutes, regulations or by-laws made by any duly constituted authority having the force of law in the City of Vancouver including all provincial, governmental or regulatory bodies in the same manner as if Her Majesty were not the owner of the demised premises;

(e) The Lessee shall pay all the taxes, rates, duties, charges and assessments that would be payable in respect of the use or occupation of the demised premises by the Lessee as though Her Majesty were not the owner thereof;

(f) The Lessee shall pay all costs of and incidental to the construction, maintenance and operation of any building or other structure which may be erected on the demised premises during the currency hereof, of building permits, labour and materials and all costs of electricity, telephone, gas, sewer drainage and water connections and extensions and all electric, gas and water meters installed during the currency of the lease;

- (g) The Lessee shall be responsible for and pay the costs of all services including electricity, water, sewer (including maintenance and operation of the sewage pumps and sewage pump house situate on the demised premises), gas, and the removal and disposal of garbage;
- (h) The Lessee shall not establish, conduct or carry on, or permit to be established, conducted or carried on, any business or activity on the demised premises which shall by the Lessor be deemed undesirable or to constitute a nuisance;
- (i) The Lessee shall assume all risk of loss, damage or injury to its employees, servants, agents and licences and its or their property on the demised premises;
- (j) The Lessee will at all times, indemnify and save harmless the Lessor from all loss, costs, damages, and from all suits and demands, which may arise by reason of, or which may be incidental to, the construction, alteration, maintenance or repair of any building, structure or thing located on the demised premises or to be erected, constructed or placed on the demised premises, or the portion of the businesses or activities of the Lessee on the demised premises at any time during the currency of this lease or arising therefrom in any manner whatsoever, unless brought about or contributed to by the negligence of the Lessor, Her servants or agents;
- (k) The Lessee to indemnify and save harmless and to keep indemnified and saved harmless at all times, the Lessor from and in respect of all liability, loss, damage, costs, or expense arising out of or under any lien or liens under the "Mechanics' Lien Act" or otherwise in respect of any buildings or improvements which may now or may hereafter be erected upon the demised premises, and the Lessee further covenants and agrees to protect at all times the demised premises and the Lessor's title thereto from the registration of any lien or liens under the "Mechanics' Lien Act" and the filing of any mechanic's lien or other lien against the said demised premises;
- (l) The Lessee will provide an uninterrupted right of way of access and egress not less than sixty feet in width for the use of the Lessor, Her Heirs, Ministers, Officers, Servants and Workmen, Contractors and Agents, at all times and for all things over the lands herein demised to the water lot adjacent to the said lands, said water lot being Block "B" of Lot 6311, Group 1, New Westminster District, situated at False Creek. The route of the way of access shall be at the Lessee's discretion.

Row

*Easement
GVW Bd.*

- (m) The Lessee will build and maintain a suitable hard surface road over the said way of access in fit condition for travel;
- (n) The Lessee covenants not to erect any building or other structure on or within the limit of the easement previously granted to the Greater Vancouver Water Board over the demised premises.

6. The Lessor and the Lessee further covenant and agree as follows:

Bldg

- (a) The Lessee will not make application to register these presents under the Land Registry Act of the Province of British Columbia;
- (b) The Lessee shall, at the expiration or sooner determination of the term, at its sole cost and expense, if the Lessor so requires, repair any damaged part of and leave the demised premises in a condition satisfactory to the Lessor;
- (c) The Lessor shall have the full power to resume and take possession without compensation of any portion of the demised premises or any buildings now or hereinafter to be erected thereon whenever it may be required in the judgment of the Minister of Public Works for any public purpose whatsoever;
- (d) The Lessor and the Lessee shall severally have the right of closing the demised premises one day in each year against the use thereof by the public.
- (e) The Lessee shall have the right to lay, make and maintain such reservoirs and pipes and other equipment on the demised premises as may, in the opinion of the Lessee, be necessary and expedient for the construction, maintenance and repair of any public utilities on the demised premises.
- (f) Any notice or demand required or desired to be given or made under or in respect of this agreement shall be deemed to be sufficiently given to or made upon the party to whom it is addressed, if it is mailed in a prepaid registered envelope addressed respectively as follows:
 - (i) The Minister of Public Works,
Ottawa, Canada.
 - (ii) The City Clerk,
City Hall,
Vancouver, B.C.

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

8. The Lessor covenants and agrees for quiet enjoyment.

Key
CLAUSE

9. The Lessee covenants and agrees, and this lease is granted on the express condition that the demised premises will be used solely for public park, museum and recreational purposes and for these purposes only, the Lessee may erect buildings and structures and install fixtures on the demised premises and may make alterations and additions thereto, it being understood and agreed that the said buildings, structures, fixtures, alterations, installations and additions erected or installed by the Lessee shall be the property of the Lessee and at or prior to the conclusion of the term hereof or within a reasonable time hereafter may be removed by the Lessee.

10. The Lessee will not commence the erection or construction of, or cause or permit to be erected, constructed or maintained or operated on the demised premises at any time during the currency hereof of any building or other structures except any building or structure used for the purposes described in paragraph 9 hereof.

11. The Lessee may demolish, as required, any concrete block buildings or wooden frame buildings which were situated on the demised premises at the commencement of this lease.

12. It is hereby understood, covenanted and agreed by and between the parties hereto that in the event of the demised premises being used for any purpose other than expressly authorized by these presents without the written consent of the Minister of Public Works, then, and in every such case, this lease shall, at the option of the Lessor, cease and be void, and the term hereby created shall be deemed to have expired and be at an end, anything herein to the contrary notwithstanding, and the Lessor may re-enter forthwith and take possession of the said demised premises as though the Lessee or its servants or other occupant or occupants of the said demised premises were holding over after the expiration of the said term, and this lease shall be null and void except in respect of any arrears of rent and any rent paid in advance hereunder shall be forfeited to the Lessor and the Lessee shall have no right to or claim for reimbursement or any claim for compensation by reason of such cancellation and determination.

13. 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 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 year to year, determinable by either party giving to the other at least six months' previous notice in writing.

14. It is hereby understood, covenanted and agreed by and between the parties hereto, that the consent, approval or permission of the Lessor, the Minister of Public Works or of any other official, servant or agent of the Lessor, shall not at any time or times, during the currency of these presents, be unreasonably withheld, whenever required by the Lessee, or required pursuant to these presents.

15. Termination of this lease under any of the provisions hereof shall be without prejudice to the Lessor's right of action in respect of any breach of the Lessee's covenants herein.

16. No acceptance of rent subsequent to any breach or default, other than non-payment of rent nor any condonation or disregard by the Lessor of breaches or defaults on the part of the Lessee shall operate as a waiver of any subsequent breach or default, whether similar or not, nor in any way prejudice the rights of the Lessor hereunder.

17. No member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

18. These presents and all the terms, covenants, contracts, conditions, provisoes, agreements and stipulations herein contained shall enure to the benefit of and be binding upon the parties hereto as well as their respective successors and permitted assigns, the same as if all necessary words were written in all necessary and proper places; and the words "Lessor" and "Lessee" shall be deemed at all times to include the successors and permitted assigns of the parties hereto, respectively.

19. Whenever used in these presents "the Minister of Public Works" or any reference thereto shall be deemed to include the Deputy Minister of Public Works and any person or authority acting for or, if the office is vacant, in the place of such Minister or Deputy Minister and also their successors in such offices.

IN WITNESS WHEREOF the Honourable the Minister of Public Works hath hereunto set his hand and seal and the City of Vancouver has hereunto set its corporate seal by the hand of its Mayor and City Clerk.

SIGNED, SEALED AND DELIVERED)
on behalf of Her Majesty the)
Queen in right of Canada, in)
the presence of)

[Signature]
Witness

[Signature]
Minister of Public Works
[Signature]
Secretary of Public Works

SIGNED, SEALED AND DELIVERED)
on behalf of the City of)
Vancouver, in the presence)
of)

City of Vancouver
[Signature]
Mayor

[Signature]
City of Vancouver Clerk

Approved by the Council of the City of Vancouver, July 12th, 1966.

SCHEDULE "A"

DESCRIPTION OF LANDS TO BE LEASED TO THE CITY OF VANCOUVER

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Vancouver, Province of British Columbia, and being composed of a portion of Kitsilano Indian Reserve No. 6 of the Squamish Band (District Lot 3610), Group One, New Westminster District, which said portion may be more particularly described as follows, that is to say:

COMMENCING at the point of intersection of the easterly limit of Chestnut Street with the northerly boundary of the Canadian Pacific Railway right-of-way (Railway Plan 317 deposited in the Land Registry Office in the said City of Vancouver);

THENCE N 85°48'45" E, following in the northerly boundary of the said Canadian Pacific Railway right-of-way 1016.88 feet, more or less, to the most westerly corner of Block C of said Kitsilano Indian Reserve No. 6 of the Squamish Band (Reference Plan 2534 deposited in the said Land Registry Office);

THENCE N.63°44'10" E, following in the northerly boundary of said Block C, 614.91 feet, more or less, to a point in the westerly boundary of Lot 6712;

THENCE North, following in the said westerly boundary of Lot 6712, 22.30 feet, more or less, to the north west corner of said Lot 6712;

THENCE northerly and westerly following in the sinuosities of the existing High Water Mark for False Creek and English Bay, as determined in September 1962, to an intersection with the said easterly limit of Chestnut Street;

THENCE S 1°34' W, following in the said easterly limit of Chestnut Street, 1325.18 feet, more or less, to the point of commencement.

As the same is shown outlined red on plan hereunto annexed and marginally numbered LA 143, and containing by admeasurement 41.74 acres, be the same more or less.

SUBJECT to an easement in favour of the Greater Vancouver Water District for the purpose of laying and maintaining a water pipe line across the said lands, as shown outlined in yellow on the attached plan and as more particularly described in an indenture dated March 1, 1938, between His Majesty the King, as represented by the Honourable Minister of Mines and Resources of Canada and the Greater Vancouver Water District, filed in the National Defence Document Registry on February 16, 1948 as Number 177.

TOGETHER WITH ALL AND SINGULAR the buildings, easements, tenements, hereditaments and appurtenances to the same belonging or in anywise appertaining.

PLAN OF AREA * LA-143