

**AMENDMENT OF LEASE AGREEMENT**

File No. LD001146

THIS AMENDMENT is dated for reference the \_\_\_\_\_ of July, 2019.

BETWEEN:

CITY OF NANAIMO  
455 Wallace Street  
Nanaimo, BC V9R 5J6

(the "Landlord")

AND:

REGIONAL DISTRICT OF NANAIMO  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

(the "Tenant")

**WHEREAS:**

- A. By agreement made and dated for reference October 12, 2005, the Tenant entered into a Lease Agreement with the Landlord providing for the use of a portion of the Lands having a civic address of 575 Fitzwilliam Street, Nanaimo, British Columbia.
- B. A copy of the Lease Agreement is attached to this Agreement and marked as Schedule A.
- C. Upon the expiration of the First Renewal Term on May 31, 2007, the Tenant entered into a month-to-month tenancy.
- D. The Tenant has temporarily relocated the transit services, which were in operation on the Lands, to other City of Nanaimo owned land having a civic address of 1 Port Drive, Nanaimo, British Columbia.
- E. The Landlord wishes, and the Tenant grants, consent to permit the temporary use of the Lands for the purpose of a parking lot for use by RCMP members and staff, until such time as the Tenant resumes use of the Land.
- F. The monthly rental fee for the Lease Agreement shall be waived until such time as the Tenant resumes use of the Lands.
- G. All other terms and conditions remain the same.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first above written.

**City of Nanaimo**

by its authorized signatory:

\_\_\_\_\_  
Leonard Krog, Mayor

\_\_\_\_\_  
Sheila Gurrie, Corporate Officer

**Regional District of Nanaimo**

by its authorized signatory:

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

**SCHEDULE A TO THE AMENDMENT OF LICENSE AGREEMENT**

2D1146

THIS LEASE is dated for reference the 12<sup>th</sup> day of October, 2005

BETWEEN:

**CITY OF NANAIMO**  
455 Wallace Street  
Nanaimo, B.C.  
V9R 5J6

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

**REGIONAL DISTRICT OF NANAIMO**  
6300 Hammond Bay Road  
Nanaimo, British Columbia  
V9T 6N2

(hereinafter called the "Tenant")

OF THE SECOND PART

THIS INDENTURE WITNESSES that in consideration of the rents, covenants, obligations, conditions and agreements hereinafter respectively reserved and contained, the parties hereto covenant and agree with each other as follows:

**1.0 DEFINITIONS**

1.01 In this Lease, unless there is something in the subject matter or in the context inconsistent therewith:

"Lands" means the cross-hatched area on the attached Schedule "B".

"Lease Year" means a period of twelve (12) consecutive calendar months during the term ending on the day preceding each anniversary date of the commencement of the term.

"Leased Premises" means Unit 130 and the Lands at 575 Fitzwilliam Street, Nanaimo, British Columbia.

"Municipal Tax Cost" means the total, without duplication, of sums paid by the Landlord in respect of Municipal Taxes.

"Municipal Taxes" means the aggregate of all taxes, local improvement or similar rates, duties, assessments and charges, municipal realty taxes, water taxes,

school taxes, or any other taxes, rates, duties, assessments, both general and special, levied or imposed upon or in respect of the Building or any part thereof, including business taxes (if any) charged on the Common Areas or upon the Landlord in respect of the Building or any part thereof, but not including business taxes charged on the Leased Premises.

"Property" means the lands in the City of Nanaimo, in the Province of British Columbia more particularly described in Schedule "A" annexed hereto.

## **2.0 DEMISE AND TERM**

2.01 The Landlord hereby demises and leases the Leased Premises unto the Tenant to have and to hold from and including the 1st day of June, 2005, for and during the Term of One (1) year, to and including the 31st day of May, 2006 (the "Term") unless sooner terminated as herein provided.

2.02 The Landlord and the Tenant each have the option to terminate this Lease Agreement upon six (6) months prior written notice to the other of its intent to do so.

## **3.0 RENTAL**

3.01 Rent is:

- (a) Unit 130: Gross Rent at \$3,180.00 per annum or \$265.00 per month plus applicable Goods and Services Tax.
- (b) Lands: Gross Rent at \$30,000.00 per annum or \$2,500.00 per month plus applicable Goods and Services Tax.

3.02 In the event that the rent, or any other sum or sums due to the Landlord hereunder becomes overdue and in arrears, the same shall be deemed to be rent reserved hereunder and the Landlord shall be entitled to all the same remedies with respect thereto that the Landlord has with respect to arrears of rent.

## **4.0 TENANCY COMMENCEMENT DATE**

4.01 The Commencement Date is June 1, 2005.

## **5.0 CONDUCT OF BUSINESS**

5.01 The Tenant shall not use or occupy the Leased Premises or any part thereof for any purpose other than a transit driver respite area and parking of transit buses.

5.02 The Tenant will not erect or place or suffer to be erected or placed or maintain any signs of any nature or kind whatsoever on the exterior walls of the Leased Premises or elsewhere in the Building, without first obtaining the Landlord's



written approval and consent in each instance, which approval and consent shall not be unreasonably withheld.

## 6.0 REPAIRS

- 6.01 The Tenant shall at all times during the Term at its own cost and expense repair, maintain and keep the Leased Premises in good order and repair, reasonable wear and tear, and the Tenant shall perform such maintenance, effect such repairs and replacements at its own cost and expense as and when necessary or reasonably required so to do by the Landlord.
- 6.02 The Landlord and any employee, servant or agent of the Landlord shall be entitled at any reasonable time during business hours and during any emergency from time to time to enter and examine the state of maintenance and repair of the Leased Premises, and the Landlord may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs or replacements as may be found necessary from such examination.
- 6.03 No debris, garbage, trash or refuse shall be placed or left in or upon any part of the Building outside of the Leased Premises, but shall be deposited by the Tenant at times and in a manner specifically designated by the Landlord from time to time.
- 6.04 The servants, agents and representatives of the Landlord shall have the right to enter the Leased Premises at all times during business hours upon prior notice being given to the Tenant to make alterations or repairs as they shall deem necessary for the safety or preservation or proper administration or improvement of the Leased Premises, the Building, or any premises adjoining the Leased Premises and at all times to perform the Landlord's obligations hereunder.
- 6.05 In the event of damage to or destruction of the Leased Premises so that the Leased Premises are wholly or partially unfit for the business of the Tenant the Rent provided to be paid hereunder or a proportionate part thereof shall, according to the nature and extent of the damage sustained, be abated until the Leased Premises shall have been rebuilt or made fit for the business of the Tenant.
- 6.06 Notwithstanding Article 6.05, in the event of destruction of the Building or damage to fifty percent or more of the floor area of the buildings forming part of the Building, whether or not the Leased Premises are damaged, the Lease may be terminated at the option of the Landlord by the Landlord giving to the Tenant within thirty days after the occurrence of such damage to or destruction of the building notice in writing of the termination of the Lease and thereupon rental (abated in accordance with Article 6.05) and all other payments for which the Tenant is liable under the Lease shall be apportioned and paid to the date of termination; provided, however, that such termination shall not affect the obligations of the parties arising or existing prior to the date such notice of termination is given.



## **7.0 ASSIGNMENT, SUB-LETTING**

- 7.01 The Tenant shall not during the Term assign, transfer or sublet the Leased Premises or any part thereof without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

## **8.0 INDEMNIFICATION**

- 8.01 The Tenant releases and will indemnify and save harmless the City, its elected and appointed officers, employees, agents and contractors from any and all claims, causes of action, suits, damages, costs and expenses and fees for liability, whatsoever (including legal fees), which the Tenant, its elected or appointed officers, employees, agents and invitees or any of them, or anyone else may suffer, sustain, allege or incur as a result of or arising out of the use of the Leased Premises by the Tenant or by any member of the public using any building, structure or improvement, built or placed by the Tenant on the Leased Premises or the carrying on upon the Leased Premises of any activity in relation to the Tenant's use of the Leased Premises, except to the extent that same is caused or contributed by the negligence or wrongful act or omission of the City, its elected or appointed offices, employees, agents, contractors, licensees or invitees.

## **9.0 TENANT ALTERATIONS**

- 9.01 The Tenant may at any time and from time to time at its expense, paint and decorate the interior of the Leased Premises, install trade fixtures and equipment, and make such changes, alterations, additions and improvements in and to the Leased Premises, all as will in the judgment of the Tenant better adapt the Leased Premises for the purposes for which the same are permitted to be used hereunder; provided, however, that no changes, alterations, additions or improvements to the structure, any perimeter wall, the Building front, the fire protection system, the heating, ventilating, air conditions, plumbing, electrical or mechanical equipment or the floor or the roof shall be made without the prior written consent of the Landlord. All changes, alterations, additions or improvements, whether structural or otherwise, shall comply with all applicable statutes, regulations or bylaws or any municipal, provincial or other governmental authority.
- 9.02 The Tenant agrees that at expiration or earlier termination of this Lease all changes, alterations, additions and improvements made to or installed upon or in the Leased Premises whether made pursuant to this Article 9 or otherwise and which in any manner are attached in, to, on or under the floors, walls or ceilings other than tenant's fixtures shall remain upon and be surrendered to the Landlord with the Leased Premises as a part thereof, without disturbance, molestation or injury and shall be and become the absolute property of the Landlord without any payment or indemnity by the Landlord or any third party to the Tenant, unless the Landlord shall by notice in writing require the Tenant to

remove the same, in which event the Tenant shall restore the Leased Premises to the state in which they were prior to commencing any of the Tenant's work as permitted under Article 9.01 and shall make good any damage or injury caused to the Leased Premises or the Building resulting from such installation or removal.

9.03 The Tenant may, provided it is not in default under the Lease, remove Tenant's fixtures, provided that the Tenant shall make good any damage or injury caused to the Leased Premises or the Building resulting from such removal.

9.04 The Tenant shall not make any repairs, opening or additions to any part of the exterior of the Leased Premises, nor place any attachments, decoration, signs or displays in or upon any Common Area without the written consent of the Landlord, failing which the Tenant will be held responsible for all ensuring costs and damages whether to remove such items or to effect repairs needed as a result of such acts.

#### **10.0 PUBLIC UTILITIES AND TAXES**

10.01 The Tenant shall pay promptly for its telephone, for all business taxes, licence fees, and all other charges, taxes, licence fees and rates levied or assessed on or in respect of or in relation to the business carried on by the Tenant within the Leased Premised, or in respect of any fixtures, machinery, equipment or apparatus installed in the Leased Premises by the Tenant including Municipal Taxes on improvements made by the Tenant to the Leased Premises whether such taxes, licenses, charges or rates area charged to the Landlord or to the Tenant.

10.02 The Tenant shall pay all Municipal Taxes.

#### **11.0 LANDLORD'S RIGHTS AND REMEDIES**

11.01 If and whenever:

- (a) The rent hereby reserved or any part thereof, or other sum payable by the Tenant hereunder is not paid on the day appointed for payment thereof, and remains unpaid fourteen days after written notice demanding payment was given by the Landlord to the Tenant;
- (b) The Tenant is in breach of any of the covenants, agreements, provisos, conditions, rules or regulations on the part of the Tenant to be kept, observed or performed and has not cured such breach fourteen days after written notice thereof was given by the Landlord to the Tenant;
- (c) The Term shall be taken in execution or attachment for any cause whatever; or



- (d) A receiver of the Tenant's leasehold interest hereunder shall be appointed;

then and in every case, it shall be lawful for the Landlord at any time thereafter with or without process of law to enter into and upon the Leased Premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of its former estate, notwithstanding anything to the contrary contained in this Lease.

- 11.02 If at any time any of the goods and chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant; or if a receiver of the Tenant's leasehold interest hereunder is appointed; or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale or become bankrupt or insolvent debts; or, if the Tenant is a corporation any order shall be made for the winding up of the Tenant; or other termination of the corporate existence of the Tenant then in any such case this Lease, shall, at the option of the Landlord, cease and determine and the Term shall immediately become forfeited and void and the then current month's rent and the next ensuing three (3) months' installments of rent shall immediately become due and be paid and the Landlord may immediately claim the same together with any arrears then unpaid any other amount owing to the Landlord by the Tenant under reserve of and without prejudice to all other rights, remedies and resources of the Landlord and the Landlord may without notice or any form of legal process forthwith re-enter upon and take possession of the Leased Premises and become the owner of and remove the Tenant's effects therefrom, any statute or law to the contrary notwithstanding; the whole without prejudice to and under reserve of all other rights and recourse of the Landlord by claim any and all losses and damages sustained by the Landlord by reason or arising from any default of the Tenant.
- 11.03 If at any time and so often as the same shall happen, the Tenant shall make default in the observance or performance of any of the Tenant's covenants herein contain, then the Landlord may, but shall not be obligated so to do, without waiving or releasing the Tenant from its obligations under the terms of this lease, itself observe and perform the covenant or covenants in respect of which the Tenant has made default, and in that connection may pay such Moines as may be required or as the Landlord may reasonably deem expedient, and the Landlord may thereupon charge all Moines so paid out and expended by it to the Tenant together with interest thereon from the date upon which the Landlord shall have paid out the same at the Rate of Interest on Arrears until payment in full thereof to the Landlord, and the Tenant covenants to repay any such Moines paid out by the Landlord as aforesaid, together with interest thereon at the Rate of Interest on Arrears forthwith on demand as rent, and the Tenant hereby covenants any such monies paid out by the Landlord as aforesaid, together with interest thereon at the Rate of Interest on Arrears forthwith on demand as rent, and the Tenant hereby covenants and agrees with the Landlord that the Landlord shall have the same rights and remedies and may take the same steps for the recovery of monies as paid out by the Landlord, together with interest as



aforesaid as the Landlord could have or might have taken for the recovery of rent in arrears.

- 11.04 The Tenant shall pay to the Landlord interest at the Rate of Interest on Arrears on all payments of rent and other sums required to be paid to the Landlord under the provisions of this Lease from the date such money becomes payable hereunder until the Landlord is fully paid therefor.
- 11.05 No condoning, excusing or overlooking by the Landlord or Tenant of any default, breach or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso, or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord or the Tenant herein respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.
- 11.06 All rights and remedies of the Landlord in this Lease contained, or conferred by statute or common law, shall be cumulative and not alternative.

## **12.0 OVERHOLDING TENANT**

- 12.01 In the event the Tenant remains in possession of the Leased Premises and the Landlord accepts rent after the end of the Term and without the execution and delivery of a new lease, the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, at a rental and otherwise upon the same terms, conditions and provisos as set forth in this Lease insofar as the same are applicable to a month to month tenancy.

## **13.0 QUIET ENJOYMENT**

- 13.01 If the Tenant pays the rent hereby reserved and performs the covenants herein on its part contained, it shall and may peaceably possess and enjoy the Leased Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under the Landlord.

## **14.0 LEGAL RELATIONSHIP**

- 14.01 Nothing contained in the Lease nor in any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.
- 14.02 Subject to the provisions of the Lease respecting assignment by the Tenant, this Indenture shall enure to the benefit of and be binding upon the Landlord, its

successors and assigns and the heirs, executors, administrators and other personal legal representatives, successors and assigns of the Tenant.

## **15.0 NOTICE**

- 15.01 Any notice, demand request, consent or objections required or contemplated to be given or made by any provision of this Lease shall be given or made in writing and may be delivered personally or sent by registered mail posted in Canada, postage prepaid, addressed to the respective parties at the addresses set out above, or to such other address of which any party hereto may from time to time notify the others in writing.
- 15.02 The time giving or making such notice, demand, request, consent or objections shall be if delivered, when delivered, and if mailed in British Columbia, then on the third business day after the day of mailing thereof (Exclusive of Saturdays, Sundays and statutory holidays and any day on which the mail is not, because of labour dispute or otherwise, picked up, transmitted or dealt with in the locality in which the same is posted, or is not, because of labour dispute or otherwise, dealt with or delivered in the locality to which the same is addressed or is not, because of labour dispute or otherwise, transported between such localities.)
- 15.03 If in this Lease two or more persons are named as Tenant such notice, demand, request, consent or object shall be sufficiently given or made if and when the same shall be given to any one of such persons.
- 15.04 All payments required to be made by this Lease shall be addressed as provided for in this Lease Agreement unless otherwise directed by the Landlord.

## **16.0 GENERAL PROVISIONS**

- 16.01 Time shall be of the essence of this Lease.
- 16.02 The captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this Lease or any provisions hereof.

## **17.0 OPTION FOR RENEWAL**

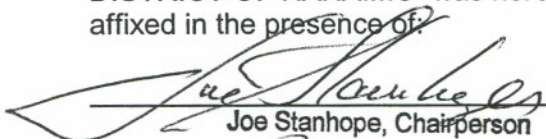

- 17.01 Upon the expiration of the Term granted by the Lease, and provided that the Tenant has performed all of the covenants, provisos, stipulations and terms of the Lease, and is not in default with respect to any of the terms, covenants, provisos and stipulations contained in the Lease, the Tenant shall have the right and option at its election to renew the lease for two additional terms of one (1) year each upon the same terms and conditions as are contained in the Lease, except for this Option for Renewal. The renewal options herein granted must be exercised by the Tenant giving to the Landlord written notice not later than six (6) months prior to the expiration of the present Term for the First Renewal Term



commencing June 1, 2006, and no later than 6 months prior to the expiration of the First Renewal Term for the Second Renewal Term commencing June 1, 2007, as the case may be.

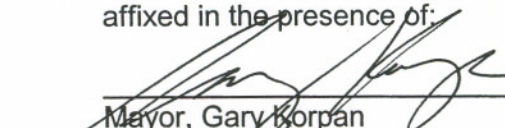

**AS EVIDENCE** of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement of the day and year first above written.

THE COMMON SEAL OF THE REGIONAL )  
DISTRICT OF NANAIMO was hereunto )  
affixed in the presence of: )

  
\_\_\_\_\_  
Joe Stanhope, Chairperson )  
  
\_\_\_\_\_  
Robert Lapham, Deputy Administrator )

(SEAL)

THE COMMON SEAL OF THE )  
CITY OF NANAIMO was hereunto )  
affixed in the presence of: )

  
\_\_\_\_\_  
Mayor, Gary Gorpan )  
  
\_\_\_\_\_  
General Manager of Administrative Services )

(SEAL)

LD001146  
RDN Lease

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**SCHEDULE "A"**

**LEGAL DESCRIPTION**

PID: 023-675-641  
LOT 1 (DD EL20485), SECTION 1  
NANAIMO DISTRICT PLAN 22429

Attachment: LD001146



SCHEDULE "B"  
LANDS

