

TOWN OF GIBSONS

BYLAW NO. 744

A bylaw to lease municipal property to the
Sunshine Coast Regional District

WHEREAS the Municipal Act R.S.B.C. 1979, c.290 empowers the Council by bylaw to lease any real property held or owned by the Town;

AND WHEREAS the Town is the registered owner of the Lands herein defined;

AND WHEREAS the Sunshine Coast Regional District desires to lease the Lands herein defined for the purposes of operating and maintaining a library and the Town agrees to lease the Lands to the Regional District on the terms and subject to the conditions set out herein;

NOW THEREFORE the Council of the Town of Gibsons in open meeting assembled enacts as follows:

1. This bylaw may be cited as "Library Lease Bylaw No. 744".
2. The property defined in red on Appendix 1 to Schedule "A" attached hereto shall be used for the provision of public library.
3. The operation, maintenance and management of the building shall be as provided in Schedule "A" hereto and Council shall charge and collect a fee or rent for the use of the building as specified in Schedule "A" hereto.

READ a first time this *6th* day of *December*, 1994
READ a second time this *20th* day of *December*, 1994
READ a third time this *20th* day of *December*, 1994
ADOPTED this *3rd* day of *January*, 1994

T. Eric Small
.....
T. Eric Small, Mayor

David Christensen
.....
Clerk

Certified a true copy of "Library Lease Bylaw No.744".
David Christensen
.....
Municipal Clerk

TOWN OF GIBSONS

BYLAW NO. 744

Schedule "A"

This Agreement dated for reference the 5th day of May1994 26

BETWEEN:

THE TOWN OF GIBSONS
Municipal Hall
Box 340
Gibsons, British Columbia
V0N 1V0

(the "Town")

AND

SUNSHINE COAST REGIONAL DISTRICT
P.O. Box 800
Sechelt, British Columbia
V0N 3A0

(the "Regional District")

WHEREAS the Municipal Act R.S.B.C. 1979, c 290 empowers the Council by bylaw to lease any real property held or owned by the Town;

AND WHEREAS the Town is the registered owner of the Lands herein defined;

AND WHEREAS the Regional District desires to lease the Lands herein defined for the purpose of operating and maintaining a library and the Town agrees to lease the Lands to the Regional District on the terms and subject to the conditions set out herein;

NOW THEREFORE in consideration of the premises and the payment of one (\$1.00) dollar by each party to the other, receipt and sufficiency of which by both parties is hereby acknowledged, the parties hereto agree as follows:

1. Lease
 - 1.1 The Town hereby leases to the Regional District from the date first written above for a period of five (5) years (the "Term"), that portion of those lands in Gibsons, British Columbia, described as:

Lot 4
Block A
District Lot 686
Plan 14197
PID #007897138

that is shown in bold outline on the plan attached hereto as Appendix I to Schedule "A" (the "Lands") to have and to hold for the Term for the purpose of operating and maintaining a library.

2. Rent
- 2.1 The Regional District shall pay to the Town the sum of one (\$1.00) dollar as rent for the Term on or before the date of the commencement of the Term.
3. Regional District's Obligations

The Regional District shall:

 - 3.1 Pay rent;
 - 3.2 Pay all taxes imposed against the Lands and improvements for which an exemption is not applicable or for which an exemption has not been granted;
 - 3.3 Pay rates for water, electricity, gas, telephone and all other rates imposed;
 - 3.4 Not assign, sublet, transfer, mortgage or encumber the Lands without the prior written approval of the Town, provided that the Town agrees that the Regional District may enter into an agreement with the Library Society to operate and manage the library after construction;
 - 3.5 Not do or fail to do any act which permits a lien to be created on the Lands;
 - 3.6 Notwithstanding Section 3.5, in the event that a lien is placed against the Lands, to discharge same within sixty (60) days;
 - 3.7 Take the Lands in their present condition;
 - 3.8 At its own expense, construct, repair and maintain all improvements, on or to be erected on the Lands in a good and proper manner satisfactory to the Town and in conformity with all applicable Town bylaws and in accordance with Section 7 of this Agreement;
 - 3.9 Leave the Lands in good repair, save and except reasonable wear and tear;
 - 3.10 Keep the Lands clear of all debris, waste and garbage.

3.11 Construct and maintain parking on the Lands in the form of underground parking, the use of which shall be shared by and between the Regional District in connection with the library operation and the Town in connection with the Municipal Hall and other ancillary municipal operations.

4. Town's Obligations and Rights

The Town:

- 4.1 Covenants with the Regional District for quiet enjoyment of the Lands;
- 4.2 May, at its option, re-enter and take possession of the Lands at any time following:
 - 4.2.1 Non-payment of any monies owing under this Agreement on or before the day and in the amount stipulated in this Agreement;
 - 4.2.2 Non-performance of the Covenants or any of them contained in this Agreement;
 - 4.2.3 Seizure or forfeiture of the Term; or
 - 4.2.4 The Regional District fails to discharge a lien on the Lands as required in Section 3.6.

5. Purpose

5.1 The Town grants the lease of the Lands to the Regional District for the Term solely for the purpose of a library and for purposes incidental and ancillary thereto and if at any time during the Term, the Regional District no longer requires or utilizes the Land for the purpose of a library, the Land shall revert to the Town and this Agreement shall be terminated.

6. Insurance

6.1 The Regional District shall insure and keep insured while this Agreement or any renewal thereof is in force, and, more specifically, shall at the Regional District's expense, obtain property insurance covering the building and liability insurance with respect to operation of the library. The amounts of such insurance shall be as agreed to between the parties and to the reasonable satisfaction of the Town.

7. Construction

7.1 The parties acknowledge and agree that the intent is that the Regional District shall, through its contractors and agents, construct a library on the Lands. Such construction shall be substantially in accordance with the plans attached hereto as Schedule "B".

8. Renewal

8.1 The Regional District may renew this Lease for successive five (5) year terms for nine (9) times, such that in total ten (10) five year terms are granted. Renewal shall be automatic without any notice being required to be given to the Town by the Regional District.

9. Mutual Cooperation and Further Assurances

9.1 The Town and the Regional District agree that their intention in entering into this lease is to allow for construction and operation of a library that will serve the residents of the town and of the electoral areas of the Regional District in the vicinity of the Town and for that reason the Town is making the lands available to the Regional District at a nominal rent on which to construct a library. The borrowing and costs necessary to construct and operate the library will be shared, as agreed upon, by the Regional District and the Town. In recognition of this mutual interest and joint interest of the parties, the Regional District and the Town each agree to cooperate with the other and to execute such further documents and provide such further assurances as may reasonably be necessary to fulfill the said mutual intentions.

10. Compensation for Early Termination

10.1 The Town and the Regional District agree that if this lease is terminated during the Term or any renewal thereof, the Town shall compensate the Regional District for such early termination, on the basis of the Regional District's expenditures on the library, in an amount to be agreed to by the parties negotiating in good faith and failing agreement, in an amount to be determined by a single arbitrator appointed pursuant to the Commercial Arbitration Act.

11. General

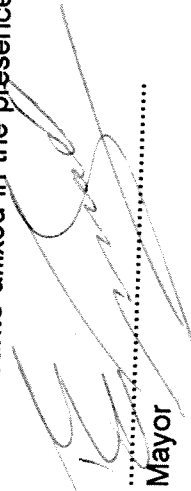
11.1 Whenever it is required or permitted that notice be served or delivered by one party to the other, it shall be deemed to have occurred on the day of service or delivery if served or delivered personally to the address shown for the recipient party on Page 1 herein, or to whatever address the parties hereto may from time to time in writing agree to (all of which is called herein the "Address") or mailed to the Address, on the date received by the recipient party or on the sixth (6th) day after receipt for posting by a Canada Post Office, whichever is earlier.

11.2. Wherever the singular or masculine are used in this Agreement, the same shall be deemed to include the plural, feminine, body politic or corporate as the context or the parties so require; all references to each party hereto includes the heirs, executors, administrators, successors, officers, employees or agents of that party; this Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns; this Agreement shall be interpreted pursuant to the laws of British Columbia; and if any section,

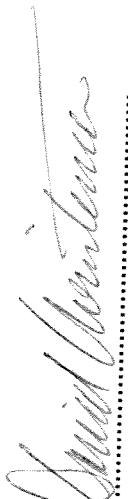
subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder; time is of the essence herein.

In witness whereof the parties have hereunto executed this Agreement.

The Corporate Seal of the Town of Gibsons
 was hereunto affixed in the presence of:)
)
)
)
)
)
)
)
)
)
)
)
)
)
)

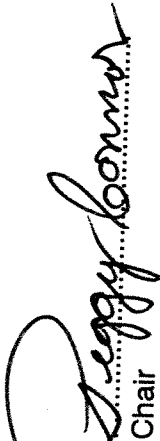


 Mayor




 Clerk

The Corporate Seal of the Regional District
 was hereunto affixed in the presence of:)
)
)
)
)
)
)
)
)
)
)
)
)
)
)



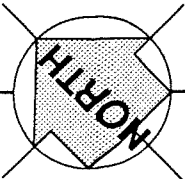
 Chair



 Secretary

/lc
 BYLAW.744
 04/11/94; Revised 08/11/94;

PROJECT NORTH



278

STAIRS

SECOND FLOOR
24.159

EXISTING MUNICIPAL HALL

30.428

BLOCK A

PLAN 14197

D.L. 14197

EXTENT OF WORK IN CONTRACT

EXTENT OF WORK IN CONTRACT

NEW CONCRETE WALK
CONNECT TO EXIST'G

15.8m
CONC CURB

ASHALL
PAVING

CONCRETE
WALL SE
DRAWING

EXISTING
RETAINING
WALL

MAKE GOOD & REWORK
EXISTING WALKS IN
TO MEET EXISTING
RAMP

EXISTING DISABLED
ACCESS RAMP TO MUSEUM
TO REMAIN

Site Area: 1604.30

Parking Area: 649.878

Main Floor Area: 645.7

TOP OF BANK

EXISTING LIBRARY

STAIRS

EXISTING WALKWAY

EXISTING WALKWAY

EXISTING WALKWAY

EXISTING MUSEUM

**CT PUBLIC LIBRARY
ARCHITECT LTD.**



**IB G. HANSEN
ARCHITECT**
201-315 WEST 1st Street
ROFIS VANDERKAM, P.C.
P.O. 980-6001 Fax: 980-3153

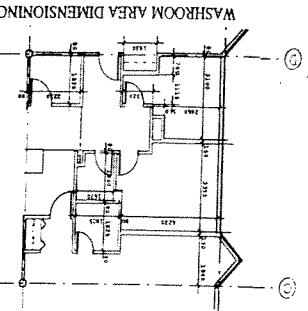
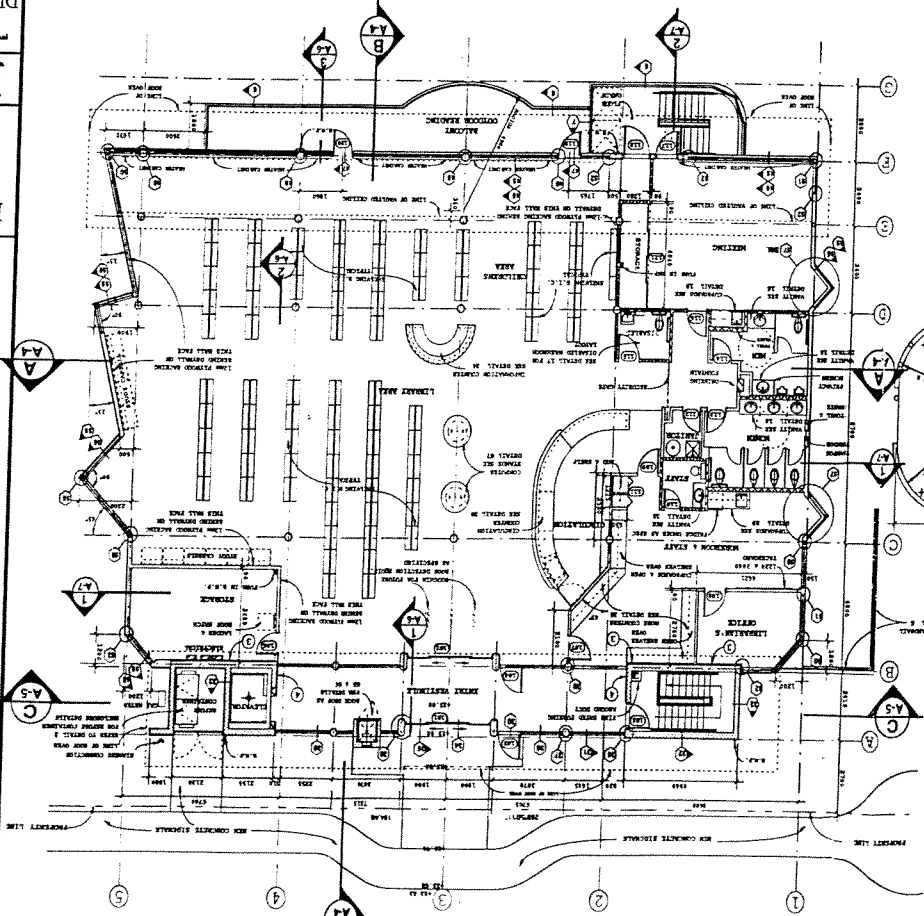
**GIBSONS &
DISTRICT LIBRARY**
SOUTH HETCHER ROAD,
GIBSONS, B.C.

The Substantive Council
for
Regional District
of
Squamish
JAN 21, 1993

**PARKING PLAN
&
MAIN FLOOR PLAN**

Scale: 1:100

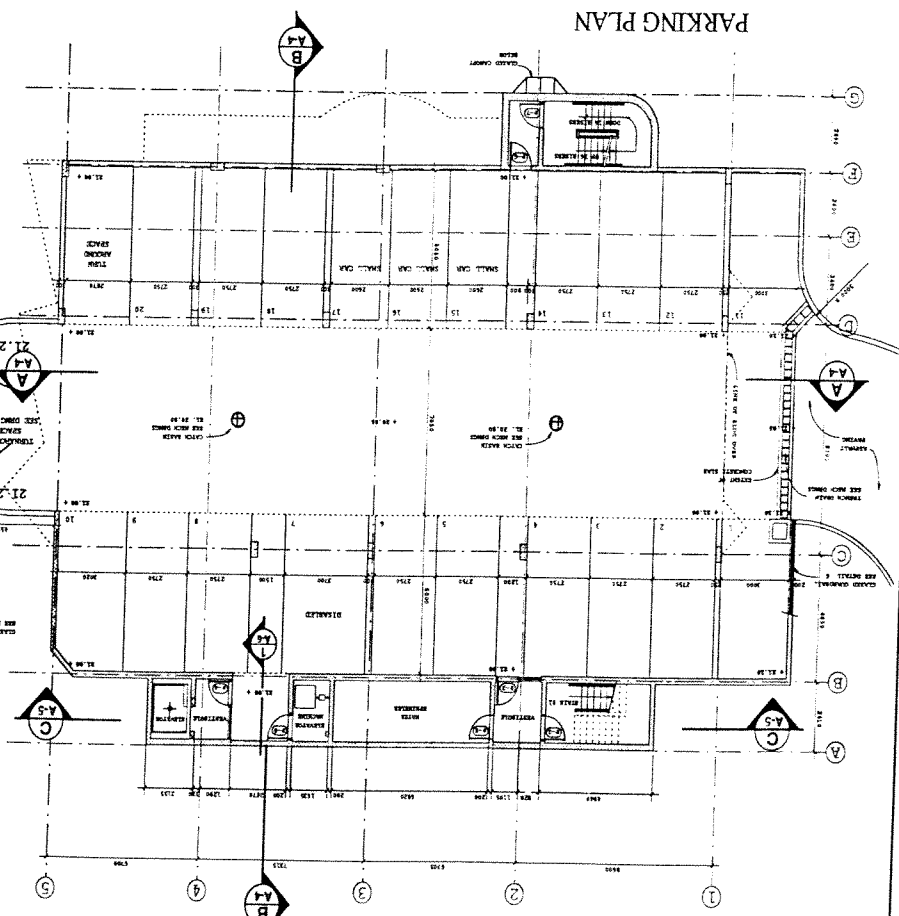
A-2 # 7



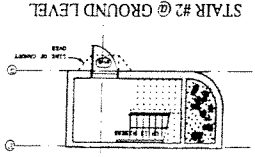
GENERAL NOTES:

- VERIFY ALL DIMENSIONS ON SITE AND REPORT ANY DISCREPANCY TO THE ARCHITECT PRIOR TO START OF CONSTRUCTION.
- CONTRACTOR TO VERIFY ALL DIMENSIONS AND INSTALLATION OF ALL STRUCTURAL AND FINISHES TO BE CONFORMED TO THE CONSTRUCTION CODE REQUIREMENTS AND RELIABLE IN CONSULTATION WITH THE ARCHITECT.
- CONTRACTOR TO VERIFY THE LOCATION AND ELEVATION OF ALL STRUCTURAL AND FINISHES TO BE CONFORMED TO THE CONSTRUCTION CODE REQUIREMENTS AND RELIABLE IN CONSULTATION WITH THE ARCHITECT.
- CONTRACTOR TO VERIFY THE LOCATION AND ELEVATION OF ALL STRUCTURAL AND FINISHES TO BE CONFORMED TO THE CONSTRUCTION CODE REQUIREMENTS AND RELIABLE IN CONSULTATION WITH THE ARCHITECT.
- CONTRACTOR TO VERIFY THE LOCATION AND ELEVATION OF ALL STRUCTURAL AND FINISHES TO BE CONFORMED TO THE CONSTRUCTION CODE REQUIREMENTS AND RELIABLE IN CONSULTATION WITH THE ARCHITECT.

MAIN FLOOR PLAN



PARKING PLAN



STAIR #2 @ GROUND LEVEL

PARTITION TYPES:

- GLASS PARTITION SYSTEMS SHALL BE INSTALLED AS SHOWN.
- GLASS PARTITION SYSTEMS SHALL BE INSTALLED AS SHOWN.
- GLASS PARTITION SYSTEMS SHALL BE INSTALLED AS SHOWN.
- GLASS PARTITION SYSTEMS SHALL BE INSTALLED AS SHOWN.

TOWN OF GIBSONS
Bylaw No. 744
Schedule "B"
Plans showing library construction

ELEVATIONS & BUILDING SECTIONS

DATE: JAN. 31, 1950

FOR: The Southern Coast Regional District

SOUTH FLETCHER ROAD, GIBSONS, B.C.

GIBSONS & DISTRICT LIBRARY

IB G. HANSEN ARCHITECT LTD.

201-315 WILSON ST. STREET, VANCOUVER, B.C. TEL. 969-3153

201-315 WILSON ST. STREET, VANCOUVER, B.C. TEL. 969-3153

IB G. HANSEN ARCHITECT LTD.

201-315 WILSON ST. STREET, VANCOUVER, B.C. TEL. 969-3153

IB G. HANSEN ARCHITECT LTD.

201-315 WILSON ST. STREET, VANCOUVER, B.C. TEL. 969-3153

IB G. HANSEN ARCHITECT LTD.

201-315 WILSON ST. STREET, VANCOUVER, B.C. TEL. 969-3153

IB G. HANSEN ARCHITECT LTD.

201-315 WILSON ST. STREET, VANCOUVER, B.C. TEL. 969-3153

IB G. HANSEN ARCHITECT LTD.

201-315 WILSON ST. STREET, VANCOUVER, B.C. TEL. 969-3153

IB G. HANSEN ARCHITECT LTD.

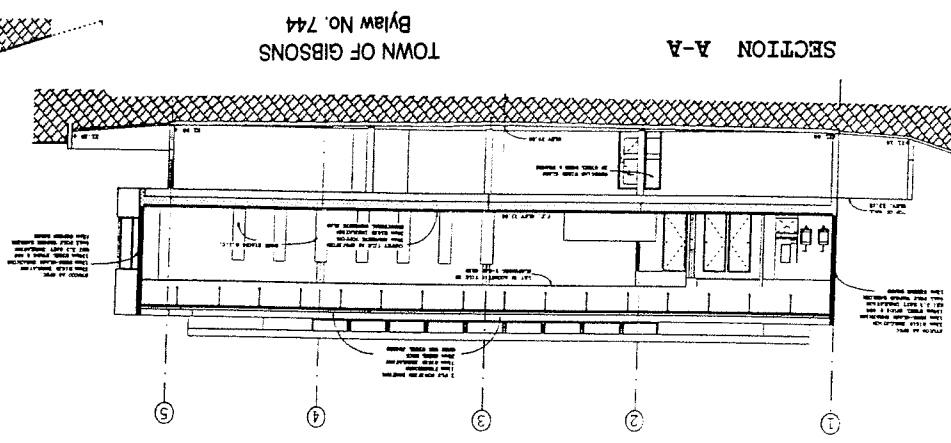
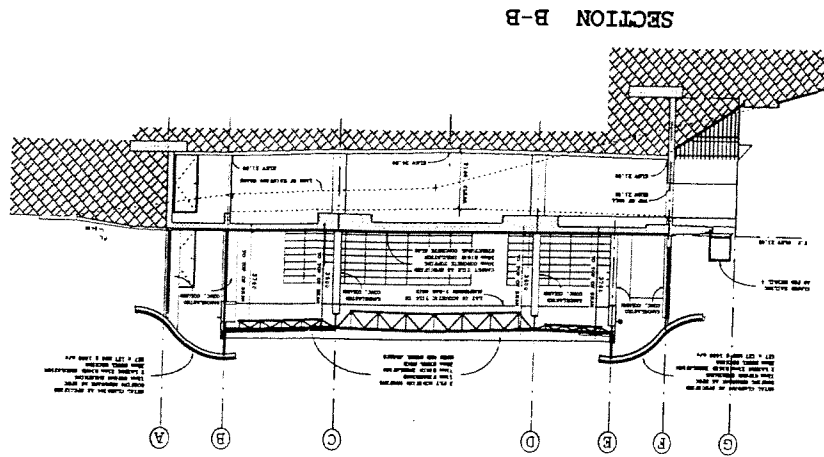
201-315 WILSON ST. STREET, VANCOUVER, B.C. TEL. 969-3153

IB G. HANSEN ARCHITECT LTD.

201-315 WILSON ST. STREET, VANCOUVER, B.C. TEL. 969-3153

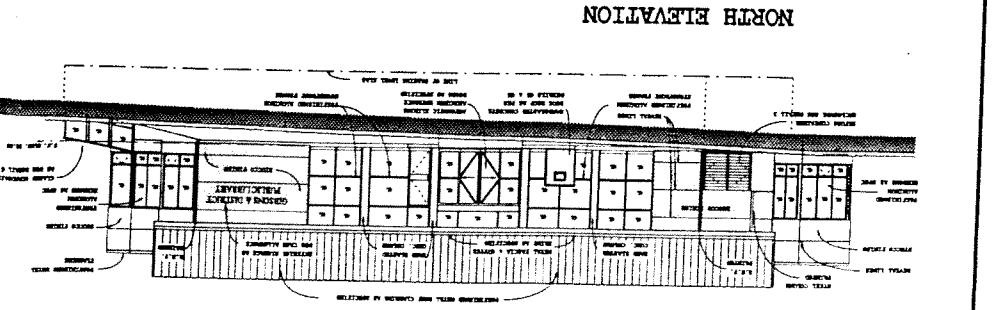
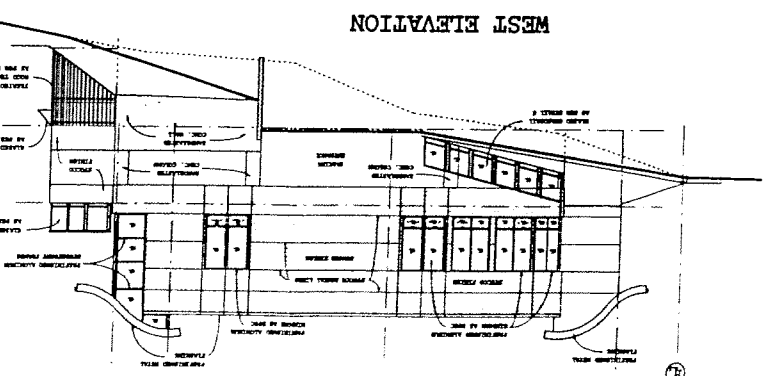
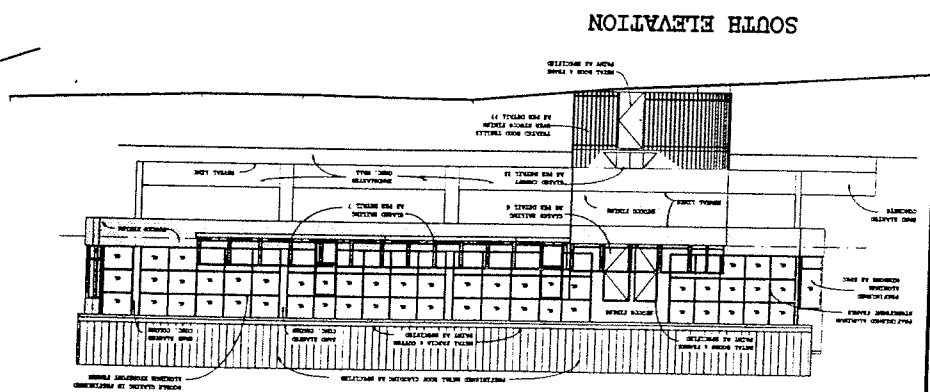
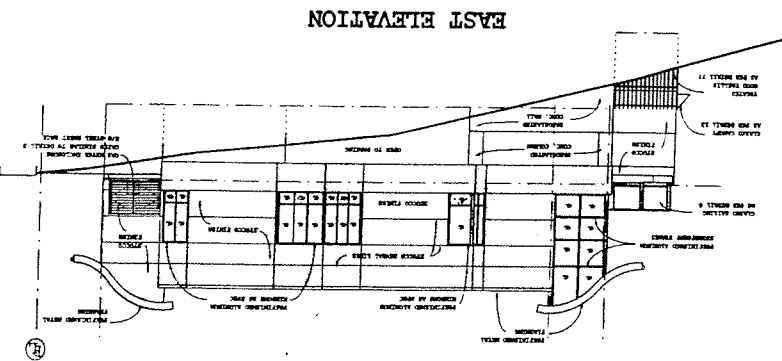
IB G. HANSEN ARCHITECT LTD.

201-315 WILSON ST. STREET, VANCOUVER, B.C. TEL. 969-3153



Schedule 'B' Plans showing library construction

TOWN OF GIBSONS BYLAW NO. 744



GENERAL NOTES

1. CHECK THE GENERAL NOTES OF THE DRAWING FOR ANY CHANGES TO BE MADE AT THE TIME OF CONSTRUCTION.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.