

CITY OF NANAIMO

BYLAW NO. 2508

A BYLAW TO AUTHORIZE THE CITY OF NANAIMO
TO LEASE CERTAIN PROPERTY

WHEREAS the Council may, pursuant to Section 542 of the Municipal Act, absolutely lease any real property held or owned by the municipality for any term or terms;

THEREFORE the Council of the City of Nanaimo in open meeting assembled ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "LEASE AUTHORIZATION BYLAW 1982 NO. 2508".


2. His Worship, the Mayor, and the City Clerk are hereby authorized and empowered to execute a lease in the form attached hereto and forming part of this Bylaw, in favour of the following:

- (1) Gordon Street Holdings Ltd., 2585 Lynburn Crescent, Nanaimo, B.C. V9R 5J6 for that portion of Commercial Street adjoining Lot 1, Section 1, Plan 23720 (Folio No. 06046.000), civic address 75 Commercial Street, Nanaimo, B.C. in accordance with Building Permit No. 20087.

PASSED FIRST, SECOND AND THIRD READINGS 1982-OCT-18.

ADOPTED 1982-OCT-25.

REPEALED 1984-APR-02.



M A Y O R



CITY CLERK

CITY OF NANAIMO

ENCROACHMENT AGREEMENT

Made this 1st day of November, 1982.

BETWEEN:

Gordon Street Holdings Ltd.
2585 Lynburn Crescent
Nanaimo, B. C.
V9S 3T5

(hereinafter called "the Owner");

OF THE FIRST PART;

AND:

City of Nanaimo
455 Wallace Street
Nanaimo, B. C.
V9R 5J6

(hereinafter called "the Municipality");

OF THE SECOND PART;

WHEREAS the Owner is the owner of:

Lot 1, Section 1, Plan 23720
74 Commercial Street
Folio No. 06046.000

(hereinafter called the "Land")

in the Municipality and has requested the Municipality to grant him permission to construct, use or continue the use or existence of an encroachment onto land owned or possessed by the Municipality which encroachment is appurtenant to the Land, which request the Municipality has agreed to grant, subject to the provisions of all Municipal Bylaws and to the terms and conditions herein set forth.

NOW THIS AGREEMENT WITNESSETH:

ENCROACHMENT

1. That, in consideration of the premises and the covenants contained herein by the Owner to be performed and observed, the Municipality (so far as it legally can, but not otherwise, and subject to the bylaws aforesaid), grants unto the Owner permission to construct and maintain an encroachment comprising:

Sign Encroachment of .8045 square meters or 8.66 square feet.

and adjoining the Land and in accordance with the plan attached, which encroachment, including all excavation or other work now or hereafter performed in connection therewith, is hereinafter referred to as "the Works".

NO RELIEF

2. It is understood, covenanted and agreed by and between the parties hereto that no provision of these presents and no act or omission or finding of negligence, whether joint or several, as against the Municipality, in favour of any third party, shall operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the Municipality in the premises, or under these presents, or under the provisions of the Municipal Act, or any bylaw of the Municipality and amendments thereto.

FEE

3. The Owner covenants and agrees:

(1) that he will pay to the Municipality

(a) the fee of -----ONE-----
-----00/DOLLARS
(\$1.00) upon the execution of this agreement;

(b) for the permission hereby granted an annual sum, the first annual payment in the sum of -----FIFTY-----00/DOLLARS
(\$50.00) to be payable upon the execution of this agreement; and

(c) the ensuing annual payments to be paid on the 1st day of November each and every year during the continuance of this agreement in the sum fixed by resolution of the Municipality's Council in each year, at least thirty days prior to the annual date of payment under this agreement.

SAVE HARMLESS

- (2) to save harmless the Municipality from any and all liability whatsoever arising out of:
- (a) the Works encroaching upon, under or over the highway of the Municipality,
 - (b) the Owner's construction of anything upon, under or over the highway, or
 - (c) the Owner's maintenance of anything upon, under or over the highway,
 - (d) the Owner's occupation or use of the highway or the ground below or the air above for the purpose of such encroachment by the Works;
- (3) to charge his interest in the Land in favour of the Municipality for the payment of all sums which may at any time hereafter be payable by the Municipality in respect of any claims, loss, damage or expense of whatsoever kind arising:
- (a) from the construction, maintenance or existence of the Works,
 - (b) from the permission hereby granted,

and to indemnify for payment provided in the said by-laws referred to herein, or under the terms of this agreement;

INSURANCE

- (4) if requested to do so by the Municipal Engineer, deposit with the Municipality a policy of public liability insurance in a form and amount acceptable to the Municipal Engineer insuring both the Owner and the Municipality against any loss resulting from the occurrences mentioned in (2) above. Cancellation of such insurance will serve to immediately cancel this agreement and any right the owner derives hereunder;

ENTRY

- (5) that the Municipality's servants or agents shall have the right at any and all reasonable times of entering into and upon the Land for the purpose of constructing, maintaining, inspecting or removing any public structure service or utility running underneath the sidewalk or in the vicinity of the said Works;

MUNICIPAL
WORKS

- (6) that in the event of any alteration or change being necessary by the construction, maintenance, use or removal of the Works to any meter, water service, sewer or other public works or utility in the vicinity of the Land, the Owner will reimburse the Municipality for whatever sums may be incurred by the Municipality in making such alterations or changes as may be deemed necessary by the Municipal Engineer;

DEFAULT

- (7) at all times to observe and perform the provisions of the bylaws of the Municipality, and this agreement shall be at all times subject thereto and in case the Owner shall fail to comply with the provisions of the said bylaws, or any of them or of this agreement, all rights of the Owner hereunder shall thereupon terminate and be at an end; but the Municipality, nevertheless, shall be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of whatsoever kind arising under this agreement, or from the permission hereby granted.

REGISTRATION

4. In the event of this agreement being registered as a charge against the Land, none of the Owner's covenants herein contained shall be personal or binding upon the Owner save or except during the owner's seisin of or ownership of any interest in the Land, and with respect only to the portion of the Land of which the Owner shall be seised or in which he shall have an interest; but that the said Land shall, nevertheless, be and remain at all times charged therewith.

ALTERATION OF
MUNICIPAL
WORKS

5. This agreement shall not in any way operate to restrict the right of the Municipality at any time to:

- (1) alter the road, curb, gutter, sidewalk or boulevard abutting or adjoining the Land, and notwithstanding that the effect of such alteration in width or elevation may be to render the Works useless for the purposes of the Owner;
- (2) construct any form of structure or utility on, over or under any portion of the highway in which the Works encroach and for such purpose require that the Works be removed in part or in whole; and

the Owner covenants that, in the event of the Municipality effecting any such alteration in the width and/or elevation of the said roadway, sidewalk and/or boulevard, or in requiring removal of all or part of the Works, he will release and forever discharge, and doth hereby release and forever discharge, the Municipality from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the Works, as a result of such alteration in width and/or elevation or construction.

6. In particular, but without restricting the generality of the foregoing, it is understood and agreed that:

- (1) this agreement may be revoked at any time by the Municipality;
- (2) the Owner will at all times, and at his own expense, keep and maintain the Works in good and sufficient repair to the satisfaction of the Municipal Engineer;
- (3) in the event of the termination of this agreement from any cause whatsoever, the Owner will, at his own expense, and within a period of one month from the date of such termination, or such further or shorter period as may be specified by the Municipal Engineer, remove the Works and fill up any excavation made, constructed or maintained, with respect to such encroachment, and replace and put the sidewalk, street, lane or other public place in, under or over such area in the same condition as the adjoining sidewalk, street, lane or other public place to the satisfaction of the Municipal Engineer;
- (4) should the Owner fail to keep the Works or covering thereof in good and sufficient repair, to the satisfaction of the Municipal Engineer, or failing to remove the Works or to fill up any excavation, the Municipal Engineer shall make such repairs, including structural changes, when by him deemed necessary, or remove the Works, or fill up such excavation, as the case may require, in the opinion of the Municipal Engineer, and the Owner shall pay the costs of such work to the Municipality forthwith; and in the default of payment, the amount of such cost and interest at twelve percent per annum may be recovered in any court of competent jurisdiction, or the same may be recovered in like manner as overdue taxes against the Land.

7. Time shall be of the essence.

8. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

9. Words herein importing the singular number, or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, and, unless the context requires a different meaning, words herein shall bear the same meaning as in the Municipal bylaws aforesaid.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by)
in the presence of:)

_____)
Witness)

_____)
Address)

_____)
Occupation)

The Common Seal of)
_____ was hereto)
affixed in the presence of:)

CITY OF NANAIMO)
The Common Seal of the)
Municipality was hereunto)
affixed in the presence of:)

_____)
Mayor)

_____)
Clerk)

(SEAL)

Authorized by Council resolution on the 25th day of Oct. 1982.

CLERK

Dm. BL

PROPERTY SCREEN version 1.8

ERRORS & OMISSIONS EXCEPTED

folio: 06046.000 (12) A
legal: LOT: 1 SEC: 1 PLAN: 23720
civic: 74 COMMERCIAL STREET
owner: GORDON STREET HOLDINGS LTD
address: 2585 LYNBURN CRESCENT
of NANAIMO, B.C.
owner V9S 3T5
land title no: 65081W
old title no: 000000
actual use: 204 STORE(S) AND OFFICES
manual use: 1503 GENERAL COMMERCIAL - 1 STOREY - BETTER QUALITY
planning zone: C8 GENERAL COMMERCIAL B

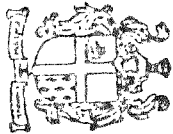
13) geocode: 0, 0
14) rdn map sheet: 37A
15) land district: 32
16) ward number: 3
17) enumeration area: 101
18) neighbourhood: 00
19) lot area: 0

notes: line 1 ----- (capital letters)
line 2 a----- (small letters)

ease ENTER inquiry option, or tap ENTER for HELP

Particulars
74 Commercial A
(Admiss Partments)

CITY OF HANAMMO
BUILDING INSPECTION
DIVISION



PLANS APPROVED
SUBJECT TO COMPLIANCE WITH ALL
RELEVANT CITY AND PROVINCIAL
REGULATIONS.

DATE 21-04-22
SIGNED [Signature]

to FRONT SIDE OF Building

BENEFICIAL PARTMENTS

STOB WALL

PERMIT ISSUED SUBJECT TO
COMPLIANCE WITH SIBN BY-LAW # 1151

RECEIVED

CITY OF HANAMMO
BUILDING INSPECTION DIVISION

APR 19 1982

PLEASE PRINT

City of Nanaimo — Department of Planning and Development
Building Inspection Division - 455 Wallace Street, Nanaimo, B.C. V9R 5J6 - 754-4251

06046.000

I/We hereby make application to: **ERECT SINGLE FACIA SIGN** B P No **20087**
Postal Address Job Site: **74 COMMERCIAL ST.**
Legal Description: **LOT 1 PLAN 23720**
Applicant: **MID ISLAND SIGNS 280 JUNIPER 753-2173**
Builder: **APPLICANT**
Architect/Designer: _____
Proposed Use of Building _____ No. of Dwelling Units _____

Building	()	Cost	26⁰⁰	Fee	2⁶⁰	Storm Sewer Connection	()	Size		Subtotal \$
Plumbing	()	No. of Fixtures		Fee \$		Crossover	()			Fee \$
Water Connection	()	Size		Fee \$		Septic Tank	()			Fee \$
Fire Line Connection	()	Size		Fee \$		Occupancy of Road or Sidewalk		Weeks		Fee \$
Sanitary Sewer Connection	()	Size		\$		Parking Spaces		Weeks		Fee \$ 2⁶⁰
Subtotal \$										

I hereby agree to indemnify and keep harmless the City of Nanaimo against all claims, liabilities, judgements, costs and expenses of whatsoever kind which may in any way occur against the said City in consequence of, and incidental to, the granting of this permit, if issued. And I agree to pay to cost of repairing any damage to the sidewalk and/or curb by reason of the building operations in respect to which this permit is applied for. Also, I agree to remove or bring to a standard acceptable to the By-laws of the City of Nanaimo all other buildings or structures situate on the property described on this application as a condition to issuance of a building permit. And I further agree to conform to all requirements of the Building By-law and all other statutes and By-laws in force in the City of Nanaimo. I also agree that a business licence for all sub-trades is required.

Applicant: **MID ISLAND SIGNS** Date: _____ Tel No: _____

Class of work will be: New Repair Addition Conversion from _____ to _____ Alteration
Demolition Install Sign Other

Plans Required: Architect Heating Electrical Plumbing Water Supply Structural Sewer Site
Drainage Other

Site Details: Zoning C-B , Frontage sq. ft., % coverage, No Parking, Front, Rear	ft., Depth, Clearance, Right, Left	ft., Lot Area, Left	
Building: Total Width, Depth, Height (Average), Stories	Ground Floor Area, Basement, Cellar	No.	
Type Construction: Wood Frame, Steel, Concrete, Metal, Clad	Roof Slope, Masonry, Other	Roof Coverage	
Heating: Electric, Oil, Air Condition, Propane/Gas	Solid Fuel	Hot Water	
Additional Approvals Required: Fire Marshal, Investigate Covenants, Sewer Authority for Easements, Medical Health, Access Dept. of Hwys., Other, Electrical, Factory Act, Board of Variance, Telephone, Rezoning			

Additional Approvals Required: Fire Marshal, Investigate Covenants, Sewer Authority for Easements, Medical Health, Access Dept. of Hwys., Other, Electrical, Factory Act, Board of Variance, Telephone, Rezoning

Fixtures: Washers, Toilets, Wash Basins, Bathtubs, Automatic Urinals, Others, Sinks, Wash tubs, Showers, Total No. of Fixtures, No. Fixture Units

OFFICE USE ONLY
Disposal Method: Sanitary Sewer, Septic Tank, Property Line Elevation

Size of Connections(s), Purpose of Service, Meter Required, R/W on Property, Water Connection, Existing Water Tapping, Other Approval Required, Location, Feet, of, Corner at elevation.

Permit issued subject to compliance with sign by-law #1151
1 facia sign 13'0x2'0 Date _____
Approved for Engineering Service _____

Location (Property) _____

IT WOULD APPEAR THAT THE PROPOSED SIGN(S) MAY BE LOCATED OVER CITY OF NANAIMO PROPERTY AND/OR RIGHT OF WAY - THIS PERMIT IS ISSUED SUBJECT TO THE APPLICANT (PROPERTY OWNER) ENTERING INTO AN ENCROACHMENT AGREEMENT WITH THE CITY OF NANAIMO TO COVER ANY SUCH ENCROACHMENT, CONTACT C.O.N.O. LICENSING DEPT. FOR

