





## **APPENDIX "D"**

Subject to conditions of a lease of a volumetric portion of Georgia Street as approved by Council October 22, 2002.

- 1. The lease to be granted to the owner (the "Lessee") of Lot 291, False Creek, Plan BCP 1978 ("Lot 291");
- 2. The lease to be for the life of the Building ("the Costco Building") to be constructed within the Air Space Parcel to be created from Lot 291;
- 3. The Lessee to have the right to assign the lease to the owner of the Air Space Parcel;
- 4. The annual rental for the term to be a nominal sum of \$10.00;
- 5. The lease area to be used only for access, maneuvering and loading to the Costco Building.
- 6. The Lessee is to maintain the lease area, including responsibility for drainage, in a manner satisfactory to the General Manager of Engineering Services;
- 7. The City and the utility companies to retain the right of entry without notice, into the lease area and to temporarily interrupt the lease for installation, removal, maintenance, repair or renewal of any utility, in, under or above the lease area;
- 8. The City to retain the right of entry to the lease area, without notice and to temporarily interrupt the lease for inspection, maintenance, repair, renewal or removal of the Georgia Viaduct;
- The lease to specifically exclude, by description, all structural components (columns) of the Georgia Viaduct and to prohibit the attachment of any signs to the Georgia Viaduct, its columns or components;
- 10. The Lessee to be responsible for the removal of all graffiti on the structural components of the Georgia Viaduct and to ensure no hazardous or flammable materials are stored overnight under the Georgia Viaduct structure;
- 11. The Lessee to enter a "bridge proximity" agreement to the satisfaction of the General Manager of Engineering Services and the Director of Legal Services;
- 12. The Lessee to be responsible for security within the lease area, including removal of people "camping" under the structure;
- 13. Arrangements to the satisfaction of the General Manager of Engineering Services for completion of a fire safety hazard assessment, at the cost of the Lessor so as to understand and identify the risks associated with fires and hazardous materials under the Viaduct;

- 14. The design of any landscaping, grade changes, sidewalk crossing or other features in and adjacent to the lease area including signage, to be to the satisfaction of the General Manager of Engineering Services;
- 15. There are to be no permanent structures within the lease area. Any temporary structures shall be to the satisfaction of and will require the written approval of the General Manager of Engineering Services;
- 16. The lease to contain a provision for the storage of up to seven Department of National Defence vehicles within the lease area, and to provide for unrestricted access to the vehicles including ingress and egress from the lease area, all arrangements to the satisfaction of the General Manager of Engineering Services;
- 17. Emergency Service vehicles to have the right of entry to the lease area at any time;
- 18. Upon expiry or termination of the lease, the Lessee is to be responsible for restoration of the lease area to the satisfaction of the General Manager of Engineering Services;
- 19. The Lessee to assume full responsibility for liabilities, loss and damages from their occupancy or use of the lease area, and to insure the proposed lease area with insurance policies to the satisfaction of the Director of Risk and Emergency Management;
- 20. The lease to contain such other terms and conditions satisfactory to the Director of Legal Services, Director of Real Estate Services and the General Manager of Engineering Services.

