



**To:** Richmond City Council

**From:** Dave Semple  
Director of Parks Operations

**Re:** **University of British Columbia Rowing Boathouse Lease and Facility Agreement**

**Date:** January 18, 2005

**File:** 03-1000-14-084/Vol 01

**Staff Recommendation**

That the Lease/Facility agreement for a portion of the Water Lot N at 7411 River Road between the City and the University of British Columbia as detailed in attachment 1 to the report dated December 11, 2004 from the Director of Parks Operations be executed by the Mayor and City Clerk.

Dave Semple  
Director of Parks Operations  
(3350)

Att. 1

FOR ORIGINATING DIVISION USE ONLY			
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>		<b>CONCURRENCE OF GENERAL MANAGER</b>
Clerks .....	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	<i>[Signature]</i>
Law .....	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
<b>REVIEWED BY TAG</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	<b>REVIEWED BY CAO</b>
			<i>[Signature]</i> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

## Staff Report

### Origin

At the December 21, 2004 Special Council Meeting, the following resolution was approved (Resolution SP04/11-01) :

- “1. That the Lease/Facility agreement for a portion of the Water Lot N at 7411 River Road between the City and the University of British Columbia (Attachment 1) to this report be approved subject to the requirements of the Community Charter; and,*
- 2. That staff be directed to advertise the City’s intent to lease a portion of the Water Lot N at 7411 River Road to meet the Community Charter requirements for the lease of land; and,*
- 3. That the existing Memorandum of Understanding (Attachment 2) between the City and UBC be extended until December 31, 2005; and,*
- 4. That staff proceed with the necessary amendments to the current Navy League Lease regarding maintenance of the existing parking area adjacent to the Navy League facility at 7411 River Road.”*

The purpose of this report is to seek final approval of the University of British Columbia Rowing Boathouse Lease and Facility Agreement (Attachment 1) by Council, and to seek direction for execution of the document.

### Analysis

#### *Enabling Legislation*

The Community Charter advertising requirements have been satisfied for the proposed lease agreement with UBC. Public newspaper advertising occurred on January 8<sup>th</sup> and 15<sup>th</sup>, 2005 detailing the City’s intent to enter in to the proposed lease with UBC. To date, no public no public response has been received.

#### *Navy league Lease Amendments*

On December 15, 2004, staff from Parks and Lands and Property met with UBC and the Navy League regarding the proposed rowing facility. The Navy League was informed of modifications to their current lease agreement with the City, specifically the removal of the requirement for the Navy League to perform minor maintenance on the existing City owned parking lot at the site. At this time, staff are in the process of preparing the necessary administrative amendments to the Navy League Lease. The meeting also served as an opportunity for UBC and the Navy League to discuss potential future joint programming initiatives.

#### *Next Steps*

Upon execution of the lease agreement with UBC, the development application phase of the proposed facility will proceed.


### **Financial Impact**

At this time the financial implications of this proposal include staff time to liaise with the UBC Rowing staff towards the development of a lease to use a portion of Lot N- the water lot located at 7411 River Road. All other necessary Development Cost Charges and building permit approvals would be levied against any approved development at the site. Potential future economic benefits exist to the City in the future through the hosting of rowing and dragon boating programs and events based at the proposed multi-million dollar facility.

### **Conclusion**

The proposal from UBC supports civic directions of "working with organizations focused on marine type activities to maximize the recreation potential of the Fraser River Middle Arm". In addition, the potential for Richmond to be the host of community recreational waterfront activities such as dragonboating, rowing, and international/national recreational and elite (Olympic calibre) watersport activities contributes both to community vibrancy, and liveability. A great opportunity exists to have Richmond and this portion of the Fraser River known around the world as the premier rowing facility with kilometres of publicly accessible viewing spots along the existing dyke trail system.

Approval of the lease/facility agreement will advance the project to the development application phase.



Mike Redpath  
Manager, Parks - Programs, Planning & Design  
(1275)

MER:mer

THIS Lease made this \_\_\_\_\_ day of \_\_\_\_\_, 2004

BETWEEN:

**CITY OF RICHMOND**, 6911 No. 3 Road  
Richmond, British Columbia V6Y 2C1

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

**THE UNIVERSITY OF BRITISH COLUMBIA**,  
through its Department of Athletics and  
Recreation, Room 272, War Memorial Gymnasium  
6081 University Boulevard,  
Vancouver British Columbia  
V6T 1Z1

(hereinafter called the "Tenant")

OF THE SECOND PART

In consideration of the mutual covenants the parties agree as follows:

## ARTICLE 1

### DEFINITIONS AND TERM

#### Section 1.1 Definitions:

The following expressions used in this Lease shall have the following meanings:

- (a) "Boathouse Agreement" shall mean Schedule A of this Lease and amendments thereto.
- (b) "Commencement Date" shall mean the \_\_\_ day of \_\_\_\_\_, 2004.
- (c) "Lands" shall mean those lands owned by the Landlord and situated in the City of Richmond and shown as Lease Area "A" in Schedule 1 to the Boathouse Agreement.
- (d) "Lease" means this agreement between the City of Richmond and The University of British Columbia including all schedules and amendments thereto as authorized by the Council of the City of Richmond on \_\_\_\_\_ (DATE).

Section 1.2 Interpretation

The captions and headings in this Lease are for convenience of reference only, and shall not affect the scope, intent, or interpretation of any provisions.

Section 1.3 Governing Laws

This Lease shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable.

ARTICLE 2

DEMISE AND TERM

Section 2.1 Demise

In consideration of the rents, covenants and agreements herein reserved and contained within the Boathouse Agreement and contained in this Lease on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and Lease unto the Tenant and the Tenant does hereby take on and lease from the Landlord the Lands free and clear of all encumbrances.

Section 2.2 Term

To have and to hold the Lands for and during the term of five (5) years commencing on the Commencement Date but subject to prior termination as provided herein. The Tenant shall have constructed the Facility as defined in the Boathouse Agreement on the Lands within five (5) years from the Commencement Date failing which the Lease shall be terminated.

Section 2.3 Renewal Option

Provided the Tenant has duly and punctually paid the rent and duly and punctually observed the other covenants and obligations on its part contained in the Lease, the Tenant shall have the option to renew the Lease, for two further terms of thirty (30) years each on the same terms and conditions as this Lease save and except the second renewal option. The terms and conditions of the second renewal shall be the subject of a further amendment to this Lease. The Tenant shall exercise its options to renew by notice in writing given to the Landlord not less than six (6) months prior to the expiry of the initial term of this Lease or each subsequent renewal term. In the event that the Tenant fails to exercise its option to renew, the Lease shall be terminated at the end of the then prevailing term.

Section 2.4 Improvements

Upon termination of this Lease, any facilities and improvements including the Facility as defined in the Boathouse Agreement constructed on, placed upon, attached or tethered to the Lands shall become part of the Lands and the property of the Landlord without any further action of the parties hereto.

Section 2.5 Access

The Landlord covenants and agrees with the Tenant to grant the Tenant suitable access to the Lands to permit the Tenant to undertake the activities stipulated herein, and as more particularly described in the Boathouse Agreement.

Section 2.6 Consent

The Landlord covenants and agrees with the Tenant that it will as upland owner consent to the Tenant's water lot lease with the North Fraser Port Authority.

ARTICLE 3

RENT AND PAYMENT OF RENT

Section 3.1 Annual Rent

Yielding and paying therefore the rent of one dollar (\$1.00) per annum which the Tenant covenants and agrees to pay to the Landlord, or as the Landlord may in writing direct, in lawful money of Canada, without any abatement, set off, compensation or deduction whatsoever on the days and at the times hereinafter specified.

Section 3.2 Payment of Rent

The rental provided for in this Article 3 shall be paid by the Tenant from and after the Commencement Date and throughout the balance of the term hereof in advance on the first day of January, in each year.

Section 3.3 Rental for Irregular Periods

All rent reserved herein, to be paid pursuant to Section 3.1 shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate rental for irregular periods of less than one year an appropriate pro rata adjustment shall be made on a daily basis in order to compute rental for such irregular period.

ARTICLE 4

TAXES AND IMPOSITIONS

Section 4.1 Payment

The Tenant will during the term hereof pay and discharge, promptly when due:

- (a) all taxes, Property Taxes, fees and charges related to the construction, operation, maintenance and presence of improvements and facilities including the Facility as defined in the Boathouse Agreement placed upon, attached or tethered to the Lands including development charge costs, assessments, levies, rates, duties, license, permit or inspection fees and any tax that may be imposed or levied by any lawful authority and whether on the Lands, or which arise in respect of the occupancy, use, operation, possession or ownership of the Lands;

- (b) all charges for water, sewer, gas, light, heat, telephone, electricity, power and other utility and communication services rendered or used on or about the Lands; and
- (c) all charges for refuse or garbage collection and disposal made in respect of the Lands.

The Tenant shall promptly at the request of the Landlord furnish receipts or other documents evidencing payment of the aforesaid items from time to time.

Provided however, that notwithstanding the foregoing provisions of this section, the Tenant shall not be required to pay any corporate, estate, inheritance, succession, net income, excess profits, capital or similar tax required to be paid by the Landlord.

#### Section 4.2 Contest

The Tenant may at its expense contest by appropriate legal proceedings conducted in good faith and with due diligence the amount, validity, or application, in whole or in part, of any tax or other charge payable by it pursuant to the provisions of Section 4.1 hereof and failure to pay such tax during such proceedings shall not be a default under Section 4.1 hereof, provided the Lands are not in danger of immediate forfeiture because of such non-payment and the Tenant shall have furnished reasonable security to the Landlord for the payment thereof or proof of such security having been furnished to the appropriate Taxing Authority.

### ARTICLE 5

#### NET LEASE

#### Section 5.1

It is the intention of the parties hereto that this Lease shall be a net Lease, and that the rent provided to be paid to the Landlord hereunder shall be net to the Landlord, and shall yield to the Landlord the entire of such rent during the full term of this Lease, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Lands whether or not herein referred to and whether or not of a kind now existing or within the contemplation of the parties hereto, shall be paid by the Tenant except as otherwise specifically provided herein.

### ARTICLE 6

#### LANDLORD'S PERFORMANCE OF TENANT'S COVENANTS

#### Section 6.1 Landlord May Perform

In the event of default by the Tenant in performance of any of its obligations hereunder other than the payment of rent, (but including without limitation payment of taxes, and compliance with laws and agreements) the Landlord may perform the same and the amount of any expenditures made by the Landlord in connection therewith shall be deemed to be rent payable hereunder, and shall be reimbursed to the Landlord by the Tenant on demand. The Landlord shall however be under no obligation to remedy any default of the Tenant, and shall not incur any liability to the Tenant for any act or omission in the course of its curing or attempting to cure any default.

Section 6.2    Notice

Prior to performing any of the Tenant's obligations under Section 6.1 hereof the Landlord shall give notice to the Tenant specifying the default and requiring that the Tenant remedy such default within a reasonable time period. If the Tenant shall either not have remedied the default or be diligently pursuing such remedy at the expiration of such time period the Landlord may exercise its rights under Section 6.1 hereof.

ARTICLE 7

COMPLIANCE WITH LAW

Section 7.1

During the term hereof the Tenant shall, at its own cost and expense, promptly observe and comply with all present and future demolition, building and zoning by laws and ordinances, other bylaws and ordinances, requirements, orders, directions, rules, regulations and laws of all federal, provincial and municipal governments and agencies and other authorities having or claiming jurisdiction over the Lands or appurtenances or any part thereof.

ARTICLE 8

INDEMNITY

Section 8.1

The Tenant will indemnify and save harmless the Landlord from and against any and all manner of actions or causes of action, loss, costs, damages or expenses of whatever kind including the payment of legal fees to defend the Landlord, which the Landlord may sustain, incur or be put to by reason of or arising out of the construction, use, maintenance or occupation by the Tenant of the Lands and without limiting the generality of the foregoing, from the non-observance or non-performance by the Tenant, its servants or agents, of any of the obligations imposed on the Tenant by the provisions of this Lease, unless caused by the negligence of the Landlord, its servants or agents. Provided that nothing in this Section shall relieve the Landlord from its obligations under this Lease or entitle the Landlord to indemnity in respect of any proceedings taken by the Landlord which shall be held by any court of competent jurisdiction to have been unjustifiably taken.

ARTICLE 9

INSURANCE AND REPAIR

Section 9.1    Liability Insurance

The Tenant shall during the term hereof maintain in the names of the Landlord and Tenant comprehensive general liability insurance for damages to persons or property caused by the maintenance, use or occupation of the Lands by the Tenant or by reason of the conduct of any business carried on thereon by the Tenant in an amount not less than five million dollars (\$5,000,000.00) PER OCCURENCE which amount shall be adjusted every two (2) years to an amount equal to the amount required by the Landlord for comparable facilities and such liability insurance will include an endorsement of cross-liability and the Tenant will pay all



premiums in respect of such insurance promptly as the same shall become due, and will deliver to the Landlord evidence that such insurance has been fully effected.

Section 9.2    Fire Insurance

The Tenant shall during the term hereof cause the buildings, fixtures, machinery, equipment and other improvements on the Lands to be insured from hazards covered by standard commercial fire and extended coverage endorsement as a reasonably prudent landlord would require in a sum equal to the full insurable value thereof from time to time throughout the term hereof and whenever feasible will cause all insurance monies received by virtue of such insurance to be laid out in rebuilding and reinstating the buildings, fixtures, machinery, equipment and other improvements on the Lands or any part thereof in respect of which such monies shall have become payable. Premiums for such insurance shall be paid by the Tenant.

Section 9.3    Landlord Approval

Copies of the annual insurance certificate will be provided to the Landlord by the Tenant and the Landlord will approve the policies for adequacy of coverage.

Section 9.4    Access by Others

Access to the facilities by entities other than the Tenant will require a level of insurance equivalent to the amount in Section 9.1 naming the Landlord as an additional insured to be provided.

Section 9.5    Repair

The Tenant shall at its expense maintain and keep in good and substantial repair and condition the buildings, fixtures, machinery, equipment and other improvements on, attached or tethered to the Lands, reasonable wear and tear excepted, and will at its expense in the event of damage to or destruction of such buildings, fixtures, machinery, equipment and improvements from time to time either in whole or in part by fire or other cause promptly restore them to the same condition as prevailed immediately prior to the damage or destruction.

Section 9.6    Good and Workmanlike Manner

The Tenant shall cause all work done in connection with any such repair or replacement to be done promptly and in a good and workman like manner in accordance with all applicable building and zoning ordinances, and with all applicable laws, orders, rules, regulations and requirements of all federal, provincial and municipal governments and agencies.

ARTICLE 10

CONSTRUCTION, REPAIRS, ALTERATION AND DEMOLITION OF IMPROVEMENTS

Section 10.1    Construction

The Tenant shall be entitled to construct improvements and facilities on the Lands in compliance with the Boathouse Agreement and in accordance with Article 15 of this Lease.

Any expansion to the improvements and facilities including the Facility as defined in the Boathouse Agreement will not be permitted without the prior approval of the Landlord.

Section 10.2 Alterations, Additions and Demolitions

The Tenant shall be entitled to make alterations and additions to the improvements and facilities including the Facility as defined in the Boathouse Agreement from time to time created on, attached or tethered to and constituting part of the Lands or to demolish and replace the whole or any part of such improvements and facilities provided that:

- (a) the Tenant is not then in default hereunder; and
- (b) in the case of demolition or removal of improvements and facilities including the Facility as defined in the Boathouse Agreement the Tenant shall replace the improvements and facilities including the Facility as defined in the Boathouse Agreement. The replacement improvements and facilities including the Facility as defined in the Boathouse Agreement will be worth not less than the replacement cost of the existing improvements and facilities.
- (c) in the case of alteration and additions to the improvements and facilities including the Facility as defined in the Boathouse Agreement the alterations and additions will be approved by the Landlord in advance and will in no way result in a diminution of value of the Facility as defined in the Boathouse Agreement or the Lands.

Section 10.3 Good and Workmanlike Manner

The Tenant shall cause all work done in connection with any such construction, alteration, addition or demolition and replacement to be done promptly and in a good and workmanlike manner in accordance with all applicable building and zoning ordinances, and with all applicable laws, orders, rules, regulations and requirements of all federal, provincial and municipal governments and agencies.

Section 10.4 Builders Liens

The Tenant shall subject to the following proviso payoff, as and when any amounts payable in respect thereof become due, any builders or similar liens that may be filed against the Lands during the term of this Lease, and shall cause the same to be discharged, provided that the Tenant may contest the validity of any such lien, by giving reasonable assurance to ensure payment and to prevent any sale, foreclosure or forfeiture of the lands by reason of such non-payment. Provided further that upon the determination of the validity of any such lien, the Tenant shall pay any judgment in respect thereof rendered against the Lands, Tenant and/or the Landlord with all proper costs and charges, including costs incurred by the Landlord in connection with any such lien, and shall cause the discharge of such lien to be registered without cost to the Landlord.

ARTICLE 11

REMOVAL OF FACILITIES

Section 11.1 Removal of Facilities

The Tenant shall not at any time have the ability to remove any facilities or improvements constructed on, placed upon, attached or tethered to the Lands, including the Facility as defined in the Boathouse Agreement, without the approval of the Landlord and only in compliance with section 10.2(b). The removal of the Facility as defined in the Boathouse Agreement without the approval of the Landlord shall result in an immediate payment by the Tenant to the Landlord of \$250,000 which represents a true estimate of the Landlord's internal administrative costs relating to the removal. This payment shall in no way obviate or diminish the Tenant's responsibilities in this Lease and the Boathouse Agreement and in particular section 10.2(b) of the Lease.

ARTICLE 12

ASSIGNMENT AND SUBLETTING

Section 12.1 Assignment and Subletting

The Tenant may not assign or sublet the whole or any portion of the Lands without the prior written consent of the Landlord and any sublet shall be to a not for profit, charitable organization or educational institution.

ARTICLE 13

ESTOPPEL CERTIFICATES

Section 13.1

The Landlord and Tenant agree that at any time and from time to time upon not less than ten (10) days' prior request by the other party, each will execute, acknowledge and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications);
- (b) the dates to which the rent and other charges have been paid; and
- (c) that, so far as the maker of the certificate knows, the party who requests the certificate is not in default under any provisions of this Lease (or, if in default, the particulars thereof). It is intended that any such statement may be relied upon by any third party proposing to acquire the interest of the party who requests the certificate.

ARTICLE 14

DEFAULTS AND REMEDIES

Section 14.1 Events of Default

If and whenever:

- (a) the Tenant shall default in the payment of rent or of any other sum required to be paid to the Landlord by any provision of this Lease, and such default shall continue for 90 days after notice thereof is given by the Landlord to the Tenant; or
- (b) the Tenant shall default under this Lease or the Boathouse Agreement and such default shall continue for 90 days after notice thereof is given by the Landlord to the Tenant; or
- (c) the Tenant files in any court or there is filed against the Tenant in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of the Lands, and within 180 days after the commencement of any such proceedings against the Tenant such petition shall not have been dismissed; or
- (d) the Tenant makes an assignment for the benefit of creditors; or
- (e) the Tenant shall vacate or abandon the Lands or the Facility as defined in the Boathouse Agreement for a period of 180 days,

then and in any such event an Event of Default shall be deemed to have occurred hereunder, and the current rental instalment and the rent for the three (3) months next following, calculated at the same rate as would have been payable if such Event of Default had not take place, shall immediately become due and payable and the Landlord may without further notice or any form of process whatever forthwith re-enter upon the Lands including the Facility as defined in the Boathouse Agreement or any part thereof and take possession thereof whereupon this Lease and the term hereof as well as all right, title and interest of the Tenant hereunder shall forthwith terminate notwithstanding anything contained in any statute or law to the contrary; provided however that such termination shall be wholly without prejudice to the right of the Landlord to recover arrears of rent, damages and costs for any antecedent breach of covenant on the part of the Tenant.

Section 14.2 Remedies Cumulative

The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or in equity. No remedy shall be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity.

Section 14.3 No Waiver

No waiver of, nor neglect to enforce any right to forfeiture of this Lease, or right of re-entry upon breach of any covenant, agreement or condition herein contained, shall be deemed a waiver of such rights on any of them upon any subsequent breach of the same or any other covenant, agreement or condition herein contained.

ARTICLE 15

QUIET ENJOYMENT

Section 15.1

The Landlord covenants that upon the Tenant paying the rent hereby reserved, and performing and observing the covenants hereinbefore on its part contained, the Tenant shall and may quietly possess and enjoy the Lands for the term hereby granted without any interruption or disturbance from the Landlord except as specified in the Boathouse Agreement, or from any other person or persons lawfully claiming by, from, through or under it.

ARTICLE 16

USE OF LANDS

Section 16.1

The Tenant may only use the Lands for the construction and operation of a rowing facility together with ancillary facilities for recreational, educational, competitive and social rowing and paddling programs and ancillary social functions together with a media and conference centre.

ARTICLE 17

EXPROPRIATION

Section 17.1

The Tenant shall have the right to intervene in any condemnation or expropriation proceedings, to defend and prosecute any claims and in general shall have the right to take any appropriate action to protect and enforce any rights or interest it may acquire by virtue of this Lease. The Tenant shall pay all costs, interest and penalties which may result from any such contest, application or action, and shall give prompt notice of the commencement of such contest, application or action to the Landlord.

ARTICLE 18

TENANT'S HOLDING OVER

Section 18.1

If at the expiration of this Lease the Tenant shall hold over for any reason, its tenancy thereafter shall be from month to month only, and shall be subject to all terms and conditions of this Lease, except duration, in the absence of a written agreement to the contrary.

ARTICLE 19

NOTICE

Section 19.1 Notice

All notices, demands, consents, approvals and other communications which may or are required to be given pursuant to any provision of this Lease shall be given or made in writing and shall be deemed to be validly given if served personally or by telecopy, in each case addressed to the particular party at:

(a) If to the Landlord, at:

City of Richmond  
6911 No. 3 Road  
Richmond, British Columbia  
V6Y 2C1

Attention: City Manager  
Telecopier No.: 604-278-5139

with a copy to:

City of Richmond  
6911 No. 3 Road  
Richmond, British Columbia  
V6Y 2C1

Attention: City Solicitor  
Telecopier No.: 604-278-5139

(b) If to the Tenant, at:

The University of British Columbia  
Department of Athletics and Recreation  
Room 272, War Memorial Gymnasium  
6081 University Boulevard  
Vancouver, B.C. V6T 1Z1

Attention: Mike Pearce  
Telecopier No.: 604-822-6011

with a copy to:

The University of British Columbia  
Office of the University Counsel  
6328 Memorial Road  
Vancouver, B.C. V6T 1Z2

Attention: University Counsel  
Telecopier No: 604-822-8731

or at such other address of which any party may, from time to time, advise the other party by notice in writing given in accordance with the foregoing. The date of receipt of any such notice shall be deemed to be the date of delivery or telecopying thereof, provided that if any notice is transmitted by telecopier on a day that is not a Business Day, then such notice shall be deemed delivered on the first Business Day after such transmission.

## ARTICLE 20

### INDEPENDENT COVENANTS

#### Section 20.1 Independent Covenants

Each and every covenant and agreement contained in this Lease is, and shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by the Tenant shall not discharge or relieve the Tenant from its obligations to perform the same. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

## ARTICLE 21

### NO PARTNERSHIP OR JOINT VENTURE

#### Section 21.1

This Lease is not intended nor shall it be construed to create the relationship of either a partnership or a joint venture between the Landlord and Tenant.

ARTICLE 22

RULE AGAINST PERPETUITIES

Section 22.1

The terms of any options and interests set out in this Lease shall be for the lesser of the lives of the descendants now living of His late Majesty King George the Fifth plus twenty years or the term of this Lease.

ARTICLE 23

GENDER

Section 23.1

Wherever the neuter is used herein it should be construed as if the masculine or feminine had been used where the context so requires, and the rest of the sentence concerned shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

ARTICLE 24

SUCCESSORS AND ASSIGNS

Section 24.1

The word "Landlord" wherever it occurs in this Lease, shall mean and extend to the Landlord, its successors and assigns, and the word "Tenant" wherever it occurs in this Lease shall mean and extend to the named Tenant, and its successors and assigns.



ARTICLE 25

ENTIRE AGREEMENT

Section 25.1

This Lease contains the entire agreement between the Landlord and the Tenant and cannot be changed or terminated orally, but only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on \_\_\_\_\_, 2004.

CITY OF RICHMOND )  
 )  
 )  
 Per: )  
 )  
 \_\_\_\_\_ )  
 MALCOLM D. BRODIE, Mayor )  
 )  
 )  
 Per: )  
 )  
 \_\_\_\_\_ )  
 RICHARD MCKENNA, City Clerk )

CITY OF RICHMOND
APPROVED
for content by
originating
dept.

THE UNIVERSITY OF BRITISH )  
 COLUMBIA, through its Department of )  
 Athletics and Recreation )  
 )  
 )  
 Per: )  
 )  
 \_\_\_\_\_ )  
 Authorized Signatory )  
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 Per: )  
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 \_\_\_\_\_ )  
 Authorized Signatory )

**SCHEDULE A**  
**BOATHOUSE AGREEMENT**

**BETWEEN:**

**CITY OF RICHMOND, 6911 No. 3 Road,  
Richmond, British Columbia, V6Y 2C1**

(the "City")

**AND:**

**THE UNIVERSITY OF BRITISH COLUMBIA, through its  
Department of Athletics and Recreation, Room 272 – War  
Memorial Gymnasium, 6081 University Boulevard, Vancouver,  
British Columbia, V6T 1Z1**

("UBC")

**WHEREAS:**

A. On \_\_\_\_\_ (Date) the Council of the City authorized the execution of the Lease to permit UBC to use the Property for the construction of the Facility; and

B. UBC will encourage Richmond residents, community organizations and Richmond School District #38 to participate in future rowing and paddle sport activities at the Facility.

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14. **Term**

**IN CONSIDERATION OF THE MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

1.1. In this agreement the following words and expressions have the following meanings unless the context otherwise requires:

1.1.a. "Agreement" means this Schedule A to the Lease.

1.1.b. "Dyke" means the perimeter flood-proofing structures in Richmond and encompasses the area from the toe of the dyke on one side of the dyke to the toe of the dyke on the other side of the dyke.

1.1.c. "Facility" means the boathouse, floats, ramps and associated buildings to be located on, placed upon, attached or tethered to the Property.

1.1.d. "Lease" means the Lease of the Property between the City and UBC authorized by the Council of the City of Richmond on \_\_\_\_\_ (date).

1.1.e. "Meeting Room and Banquet Space" means rooms in the Facility that are available for rent by the community.

1.1.f. "Middle Arm" means the portion of the Fraser River commonly referred to as the middle arm lying downstream of the Moray Bridge to the Strait of Georgia.

1.1.g. "Property" means that portion of the land and water lot, owned by the City located at 7277 River Road more particularly shown as: Lease Area "A" on Schedule 1.

1.1.h. "RRPC" means the Richmond Rowing and Paddling Centre.

1.1.i. "St. George's" means St. George's School currently located in the City of Vancouver.

**2. PERMISSION TO USE**

2.1. The Property to be used as the site of the Facility is shown as Lease Area "A" on the diagram attached to this Agreement as Schedule 1.

**3. PARTIES AND THEIR RELATIONSHIP**

3.1. This Agreement is between the City and UBC. The relationship created by this Agreement is contractual only and the parties shall not be partners or agents of each other by virtue of this Agreement. Neither of the parties hereto has the authority to bind the other party hereto, except with express prior written consent.

**4. COORDINATING COMMITTEE AND LIAISON**

**4.1. Mandate of the Coordinating Committee:**

The Coordinating Committee reviews and makes recommendations to the parties about changes to this agreement. The Coordinating Committee monitors the operation of the Facility and gives guidance to UBC and City staff. The Coordinating Committee recognizes the authority of each party to control the following areas of responsibility designated to it:

- 4.1.a. UBC: operation and maintenance of the Facility, and administration of all programs, events and activities at the Facility.
- 4.1.b. City: physical maintenance of the Dyke and trail system and park areas, including but not limited to all City assets.

**4.2. Membership of the Coordinating Committee:**

4.2.a. The Coordinating Committee is comprised of six members as follows:

Three (3) members appointed by UBC, being the head coach of rowing programs, and two (2) representatives appointed by the UBC Department of Athletics; and

Three (3) members appointed by the City, being three (3) representatives from the Parks, Recreation and Cultural Services Division.

**4.3. Procedures**

- 4.3.a. Meetings: Meetings of the Coordinating Committee will occur at mutually agreed upon dates and times in January, April, June and October of each year. Additional meetings are to be at the call of the chair. All members must attend or send their designate duly appointed in writing to each meeting. Any party upon 72 hours written notice to the other party may call an emergency meeting.
- 4.3.b. Chairperson: the Coordinating Committee from its membership will select a chairperson for a one-year term at the June meeting.
- 4.3.c. Decisions: Decisions are made by consensus. If consensus cannot be reached, the issue will be referred to the City and UBC as described in paragraph 5.1.
- 4.3.d. Resource Persons: UBC Facility staff and City staff will act as primary resource persons to their respective members on the Coordinating Committee, and they or their respective designates may attend all Coordinating Committee meetings along with the members. If either party needs secondary resource persons, this need will be communicated to the other party in advance of the meeting.

#### 4.4. Roles and Responsibilities

- 4.4.a. Chairperson: The chairperson, in consultation with all other Coordinating Committee members, will establish an annual calendar of specific regular meeting dates and times and will communicate the calendar to all members of the Coordinating Committee by September 15<sup>th</sup> of the preceding year. The chairperson must receive all agenda items at least two weeks in advance of each meeting. All Coordinating Committee members will be provided with the agenda one week in advance of the meeting.
- 4.4.b. Resource Persons: The role of the resource persons is to provide information and advice to the Coordinating Committee members.
- 4.4.c. Recording Secretary: It will be the responsibility of UBC and the City to agree upon the provision of a recording secretary on an annual basis, and the recording secretary shall distribute committee minutes to all Coordinating Committee members.
- 4.5. UBC will prepare an annual summary of the programs, events and activities that took place at the Facility, along with statistics including attendance and Richmond resident participation rates, and an advance program of the coming year's planned activities, and will provide such summary to the City's Parks, Recreation and Cultural Services Committee of Council once per annum, in October. This summary will also include a presentation of the Facility's annual audited financial statements.
- 4.6. UBC must provide at all times the City with a current list of the names, addresses, and contact phone numbers of those charged with carrying out UBC's responsibilities under paragraph 4.1.a., as well as a current list of emergency contacts.
- 4.7. UBC will appoint a designate to participate in the Richmond Sports Council, or any other future designated City advisory committee on sport in Richmond.
- 4.8. It will be the responsibility of UBC to liaise with other relevant authorities and obtain all relevant approvals for the operation of the Facility including the Vancouver Airport Authority-YVR, and the North Port Fraser Harbour Commission.

#### 5. DISPUTE RESOLUTION

- 5.1. The Coordinating Committee will attempt to determine the issues referred to it under this Agreement, and any other issues arising out of this Agreement or relating to the Facility or the Property. If for any reason the Coordinating Committee cannot or does not determine any such issue, the issue will be referred to the Director of the Department of Athletics and the Chief Administrative Officer of Richmond who will meet to resolve the issue and failing which the issue will be referred to UBC Department of Athletics and the Council of the City. If the issue is still not determined or if the parties cannot agree to a means of determination, then the issue shall be referred to a single

arbitrator and the provisions of the British Columbia Commercial Arbitration Act shall apply.

## 6. FACILITIES USE PROGRAMMING

- 6.1. The City acknowledges that UBC will be conducting its own university rowing programs at the Facility. However, upon opening the Facility, UBC will also provide programs, events and activities that create opportunities for the public to participate in rowing and paddling through what will be known as the RRPC. The minimum level of service to be provided is attached as Schedule 2 to this Agreement. Service levels shall be reviewed annually by the Coordinating Committee and changes in the service level shall be made through a majority vote at the Coordinating Committee. In the event that the Coordinating Committee approves a reduction in the minimum level of service in Schedule 2 such reduction shall not be implemented without the approval of the Council of the City of Richmond. The agreed upon minimum level of service shall be maintained even in the event of the demolition or alteration of the Facilities, unless the Coordinating Committee deems otherwise appropriate. UBC shall charge fees for the services provided to members of the public in accordance with similar fees charged by the City for other equivalent programs so as to ensure public accessibility to the programs, and as determined appropriate by the Coordinating Committee. Any losses incurred as a result of providing the minimum level of services shall be the responsibility of UBC.
- 6.2. UBC, through the RRPC, will offer community rowing and dragon boating programs accessible to the public through the winter, spring, summer and fall months on weekdays and weekends, including a wide variety of programs for both recreational and competitive youth and adults as set out in Schedule 2.
- 6.3. UBC, through its own university rowing programs and through the RRPC, will host weekend rowing and dragon boating events at the Facility periodically throughout the year as set out in Schedule 2. International competitors, as well as competitors from all over British Columbia, will be invited to such events.
- 6.4. UBC will work with the City's Parks, Recreation and Cultural Services Division to provide an annual series of water based recreational and skill development sport camps for youth, specifically between July and September and during other school vacation periods as set out in Schedule 2.
- 6.5. UBC will work with Richmond School District #38 to develop and provide school based athletic programs, offering access and usage at a reduced community rate. An annual summary of Richmond School District #38 student participation in these programs will be presented to the City on an annual basis, as part of the annual reporting process set out in paragraph 4.5.
- 6.6. It is acknowledged by both parties that St. George's will be given certain rights to access and use the Facility, such rights to be granted pursuant to a future agreement between UBC and St. George's. Such rights shall not

interfere with or negatively impact the services as set out in Schedule 2. Other user groups shall not be granted the ability to use the Facility on a regularly scheduled basis without the consent of the Council of the City of Richmond.

- 6.7. The Facility will have Meeting Room and Banquet Space available for rent for any variety of public social functions and business meetings. The Meeting Room and Banquet Space will be available year round, and will require advanced booking through the Facility's administration office. The Facilities shall be open no later than 11:00 p.m. daily unless the appropriate permit is obtained from the City.
- 6.8. Subject to availability, the City will have access to the Meeting Room and Banquet Space at no cost for up to 5 (five) full-day bookings per room, per annum, with a minimum of one month's notice for a booking request.
- 6.9. Any net profits as per the audited statements generated from the Facility will be applied to the development of future programs and facilities at the Facility and on the Property. All revenues or losses from programs, events or activities offered by either party to this Boathouse Agreement shall be the sole property and responsibility of the party sponsoring the program, event or activity except as provided in paragraph 6.1. In the case of joint sponsorship of programs, events or activities, the parties will come to a mutual agreement on the division of the revenues.
- 6.10. UBC agrees to provide access to the Facility's programs, events and activities for persons with disabilities and low-income families, and agrees to recognize the City's Recreation Access Card, which provides discounts to persons with permanent disabilities.
- 6.11. The City will provide, at its cost, opportunities for annual and seasonal promotion of the Facility's programs, events and activities in the Parks, Recreation & Cultural Services Leisure Guide and Internet website links.
- 6.12. UBC shall be keep the gangways clear of snow, ice and debris and the City will not be responsible for clearing the parking lot of snow or ice.
- 6.13. UBC will inform the City on an annual basis of the proposed seasonal operating hours of the facility.

## 7. CONDITIONS OF USE

- 7.1. UBC will not undertake any alterations to or impacting the Dyke including but not limited to: tree planting, sign installation, or other modifications, without the approval of the City and the appropriate provincial agency. UBC will prior to any site alteration or building construction obtain approval through the City's development and permit application process for the construction, placement upon and attachment of all structures and improvements on the Lands or adjacent to the Lands.



- 7.2. Exterior maintenance of the Facility will be the responsibility of UBC, while maintenance of the Dyke trail and waterfront park areas will be the responsibility of the City.
- 7.3. UBC will agree to adopt the portion of the Dyke trail and linear park from the Facility to the Dinsmore Bridge. This adoption will be facilitated as part of the City's established Partners for Beautification trail adoption program.
- 7.4. The Facility will be operated solely by UBC for not-for-profit recreational or athletic activities.
- 7.5. Vehicle access to the Facility by UBC will be limited to the existing and future parking areas and roadways servicing the Facility. Vehicle access to the Dyke trails and other waterfront park areas will be reserved for emergency vehicles and City vehicles and equipment. If UBC requires additional vehicular access to the Dyke, UBC will apply to the City for the appropriate temporary activity permits. Parking for individuals attending the Facility will be only in designated parking areas as approved through the development and permit application process referred to in paragraph 7.1.
- 7.6. The City shall ensure that uninterrupted access to the Facility is provided to pedestrians at all times.
- 7.7. UBC agrees to abide by all applicable City Bylaws and Policies while using the Facility.
- 7.8. UBC will inform the City Parks, Recreation and Cultural Services Division in writing a minimum of one (1) month prior to any special event happening at the Facility, and UBC will provide the City with an annual calendar of special events happening at the Facility on or before January 30<sup>th</sup> of each calendar year. The City will review each proposed special event and provide direction on City requirements including but not limited to: permit issues, transportation plans and other event related issues.
- 7.9. UBC will be responsible for all costs involved in the development and construction of the Facility, including any future expansions.
- 7.10. In the event that the City elects to move the washroom currently located adjacent to the Olympic Oval site to a new site adjacent to the Facility then UBC will pay to the City an amount equal to half the costs of the relocation provided that the profits for the Facility, as determined by the audited statements, exceed an amount equal to half the costs of the relocation. The City shall bear the costs associated with the provision of services to the washroom. The City will maintain the washroom and assume sole responsibility for its operation.

## 8. ADMINISTRATIVE RESPONSIBILITIES

- 8.1. UBC will bear administrative responsibility for programs, events and activities at the Facility, including responsibility and authority for planning, promotion, implementation, conduct and supervision.

**9. WATER SAFETY/ENVIRONMENT**

- 9.1. UBC will develop a safety plan to ensure that all programs, events and activities associated with the Facility will not unreasonably impede existing industrial, commercial, flying, fishing, log booming, or recreational boating activities in the vicinity of the Property.
- 9.2. UBC will ensure that all instruction provided on the water is consistent with Rowing Canada Aviron practices or such other mutually agreed upon standard at all times.

**10. MAINTENANCE STANDARDS**

- 10.1. UBC will keep the Facility in good repair and shall maintain the Facility to a minimum of the standard of other comparable City run facilities. The City will be permitted to perform routine inspections of the Facility for the purpose of ensuring that UBC is maintaining the Facility to that standard.

**11. INSPECTION**

- 11.1. The City, its servants and agents, may enter the Property at any time for the purpose of inspecting the Dyke, and reasonable notice will be given to UBC in the event that such inspection or emergency repairs to the Dyke become necessary.
- 11.2. UBC will not undertake any alterations to the upland property at the Facility including: the installation of temporary or permanent signage, Facility construction, landscaping or other works unless prior consent has been received by the City.

**12. UTILITIES**

- 12.1. The payment of all utilities including but not limited to electrical, sanitary, and natural gas for the Facility will be borne by UBC.

**13. GENERAL**

- 13.1. This Agreement may be amended from time to time upon mutual agreement of the parties in writing.
- 13.2. The City and UBC agree that the waterway surrounding the Facility shall be used for passive river uses only and that in the event that either party wishes to change the use of the adjoining waterway that the parties shall enter into a consultation prior to either party altering the use of the waterway surrounding the Facility.

13.3. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

13.4. This Agreement and the Lease set out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto other than the Lease shall be binding upon the City unless made in writing and signed by the City.

14. TERM

14.1. This Agreement is for a term co-incident with the term of the Lease. In the event that UBC is in default under the terms of the Lease or this agreement and such default is not remedied within ninety (90) days written notice from the City, the City may terminate this Agreement and the Lease with no payment of any kind to UBC.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on \_\_\_\_\_, 2004.

CITY OF RICHMOND )  
)  
)  
Per: )  
)  
\_\_\_\_\_  
MALCOLM D. BRODIE, Mayor )  
)  
)  
Per: )  
)  
\_\_\_\_\_  
RICHARD MCKENNA, City Clerk )

THE UNIVERSITY OF BRITISH )  
COLUMBIA, through its Department of )  
Athletics and Recreation )  
)  
)  
Per: )  
)  
\_\_\_\_\_  
Authorized Signatory )  
)  
)  
Per: )  
)  
\_\_\_\_\_  
Authorized Signatory )



Schedule 2

Schedule of Service	# People	Sessions/ Season
WINTER – NOVEMBER 15 TO FEBRUARY 30		
<b>UBC &amp; St George's Users</b>		
UBC Varsity	72	72
Juniors – St George	16	25
<b>Total</b>	<b>88</b>	
<b>Community Users Richmond Rowing and Paddling Centre</b>		
Junior Competitive	25	25
Adult Programs	8	48
<b>Total</b>	<b>53</b>	
SPRING – MARCH 1 TO MAY 31		
<b>UBC &amp; St George's Users</b>		
UBC Varsity	72	72
Juniors – St. George	65	45
<b>Total</b>	<b>137</b>	

<b>Community Users Richmond Rowing and Paddling Centre</b>		
Junior Competitive	25	30
High School Learn to Row	100	5
Adult Programs	18	48
Corporate Challenge 8+ (Eights)	200	14
Corporate Challenge 4x (Quads)	64	14

Adult Learn to Row	10	5
Dragonboating	40	24
Total	457	
<b>SUMMER – JUNE 1 TO AUGUST 31</b>		
UBC & St George's Users		
UBC Varsity	36	90
Juniors –St. George's	20	45
Total	56	
<b>Community Users Richmond Rowing and Paddling Centre</b>		
Junior Competitive	50	50
Juniors Learn to Row	38	5
Adult Programs	18	48
Adult Recreation	64	24
Adult Learn to Row	75	5
Dragonboating	60	24
Total	305	
<b>FALL – SEPTEMBER 1 TO NOVEMBER 15</b>		
UBC & St George's Users		
UBC Varsity	40	66
University UBC Undergrad	55	33
Juniors – St. George	55	33
Total	235	

<b>Community Users Richmond Rowing and Paddling Centre</b>		
Kwantlen Undergrad	25	10
Junior Competitive	21	27
High School Learn to Row	40	5
Adult Programs	18	36
Adult Recreation	30	18
Dragonboating	20	18
<b>Total</b>	<b>189</b>	
<b>EVENTS</b>		
Rowing Regattas		
UBC Head Race (October)	500 competitors for one day event	
Corporate Challenge (May)	500 competitors for one day event	
Undergrad championships (October)	500 competitors for one day event	
<b>Total</b>	<b>1500</b>	

Dragonboat Festival (July)	1000 competitors for one day event	
<b>Total</b>	<b>1000</b>	
<b>RENTALS</b>		
Banquet/Meeting Room Rentals	25 events x 50 people = 1250 people	
<b>Total</b>	<b>1250 people</b>	
Estimated Rental Revenue per event \$350 = \$8750		

END OF DOCUMENT