



THE GOVERNMENT OF  
THE PROVINCE OF BRITISH COLUMBIA

2647

APPROVED AND ORDERED SEP. 3 1976

*W.S. Quinn*

*Lieutenant-Governor*

*[Handwritten initials]*

EXECUTIVE COUNCIL CHAMBERS, VICTORIA SEP. 2 1976

Pursuant to the PUBLIC SCHOOLS Act, and upon the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that approval be given to the Board of School Trustees of School District Number 61 (Greater Victoria) to enter into an agreement to lease the Sentinel Elementary School and site, more particularly known and described as Lots 24 and 35, Section 32, Plan 9229, Victoria District, Lot 1, Section 32, Composite Plan 2656, Victoria District and Lot 2 of Section 40, Composite Plan 2656 to the Greater Victoria Association for the Retarded for a five-year period from September 1st, 1976 to August 31st, 1981 as detailed in the attached indenture marked 'A' for identification purposes.

AND THAT pursuant to the Regulations Act, this Order is exempt from publication.

*[Handwritten signature]*

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Minister of Education

*W. R. Bennett*

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Presiding Member of the Executive Council



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*[Signature]*

Minister of Education

*W.R. Bennett*

Presiding Member of the Executive Council

THIS INDENTURE made the                    day of  
A.D. 1976.

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)  
(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

GREATER VICTORIA ASSOCIATION FOR  
THE RETARDED  
(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord has use of the following lands and  
premises for school purposes, legally described as:

Lots 24 and 35, Section 32,  
Victoria District,  
Plan 9229;

Lot 1, Section 32,  
Victoria District,  
Composite Plan 2656;

Lot 2, of Section 40,  
Victoria District,  
Composite Plan 2656;

AND WHEREAS the Landlord continues to require the said  
lands for school purposes but temporarily is prepared to allow  
the Tenant to lease same upon the terms and conditions hereinafter  
appearing;

AND WHEREAS the said lands and premises have comprised  
heretofore the school site known as Sentinel Elementary School;

AND WHEREAS the Tenant and the Landlord have made an  
arrangement whereby the Tenant will assist the Landlord with  
respect to the instruction of some students in the school system  
administered by the Landlord;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. THAT in consideration of the rents, covenants and conditions hereinafter reserved and contained on the part of the Tenant to be paid, kept, observed and performed, the Landlord doth demise and lease unto the Tenant the said Sentinel School site and building legally described as follows:

Lots 24 and 35, Section 32, Victoria District,  
Plan 9229;

Lot 1, Section 32, Victoria District,  
Composite Plan 2656;

Lot 2 of Section 40, Victoria District,  
Composite Plan 2656;

(hereinafter referred to as the "demised premises")

Together with all rights, privileges and appurtenances whatsoever to the said demised premises belonging or appertaining thereto, TO HAVE AND TO HOLD the said demised premises for and during the term of Five (5) years to commence on the 1st day of September, A.D. 1976 and to end on the <sup>4.</sup>31st day of August, A.D. 1981, <sup>4.</sup>YIELDING AND PAYING THEREFOR as basic rent the sum of ONE DOLLAR (\$1.00), the receipt of which by the Landlord is hereby acknowledged.

The term of the said lease is subject to the proviso that the Landlord may terminate the within lease and retake possession of the said demised premises at any time during the said five year term upon giving to the Tenant in writing Ninety (90) days notice of its intention so to do.

In addition to the above mentioned basic rent, the Tenant shall cause to be paid to the Landlord as additional rent:

- (a) any sum which the Landlord may become liable for on account of taxes by virtue of the use and occupancy of the said demised premises by the said Tenant; such sum to be paid upon demand;
- (b) such sum that shall be equivalent to the cost to the Landlord of insuring the building situated upon the demised premises for fire and extended perils; such sum to be determined by the Landlord and upon

written notice thereof to the Tenant annually  
be paid by the Tenant upon demand;

2. The Tenant covenants with the Landlord as follows:
- (a) To pay unto the Landlord the basic rent and the additional rent hereby reserved in the manner hereinbefore mentioned;
  - (b) The Tenant admits that it has examined the said demised premises prior to and as a condition precedent of its acceptance thereof, and is satisfied with the physical condition thereof and its taking possession thereof shall be conclusive evidence of its receipt thereof in good order and repair, and the Tenant admits that no representation as to the condition, repair or fitness for use or occupancy by the Tenant has been made by the Landlord or its agent;
  - (c) That during the term of this Lease the Tenant will, at its own cost and expense, keep and maintain the demised premises in good repair, order and condition, reasonable wear and tear excepted, and will make all necessary repairs thereto to the end that the demised premises shall at all times be kept in good and tenantable condition for the purpose for which the demised premises are being used, namely, a school, and that it will not make any alterations to the demised premises without the written consent of the Landlord first being had and obtained. Further provided that the Tenant, not being in default, shall at the termination of this lease remove any such alterations and additions or fixtures made to the demised premises;
- And further provided that the demised premises at the termination of this lease be returned to the Landlord in the same condition as they were at the commencement of this lease, reasonable wear and tear excepted;
- (d) That the Landlord may enter and view the state of repair



and the said Tenant will repair according to notice.

- (e) That the Landlord, its agent and workmen, may enter the demised premises at any time for the purpose of making any necessary repairs, replacements or alterations required in connection with the said building or any addition thereof comprising in the demised premises;
- (f) That it will not assign or sub-let the within term or any part thereof without the written consent of the Landlord;
- (g) That it will not use the demised premises for any purposes other than the operation of a school and it will not use or permit the demised premises to be used in a manner or for a purpose contrary to any statute, by-law, ordinance, or regulation made or passed by or on behalf of the Government of Canada, the Province of British Columbia, the Municipality of Saanich or regulatory authority or the Association of Fire Underwriters or similar lawful authority, and that it will, in carrying out its use of the demised premises, conform to and abide by all said statutes, by-laws, ordinances and regulations, and will not carry on or do or allow to be carried on or done in the said demised premises any work or business or anything which may be or become a nuisance or invalidate any policy of insurance thereon;
- (h) During the term of this lease the Tenant shall at its own cost and expense, maintain public liability insurance in such amount and upon such terms and in such companies as may be reasonably satisfactory to the Landlord insuring against claims for personal injury, death, or property damage occurring upon, in or about the demised premises;

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- (i) To indemnify and save harmless the Landlord from and against any and all claims by any person or persons arising out of any act or neglect of the Tenant, its agents or servants, in respect of the demised premises, its use or the non-repair thereof;
- (j) The Tenant will not, without the written consent of the Landlord, erect or place upon the said demised premises, or upon any part of the said building, any advertising signs;
- (k) To pay any and all costs for the operation, maintenance and repair of the said building and grounds comprising the demised premises, including but without restricting the generality of the foregoing:
  - (a) all charges for water, sewerage service, hydro and telephone;
  - (b) maintenance and keeping in repair the heating system;
- (l) That at the expiration or sooner determination of this lease it will physically surrender and give up possession of the demised premises in good and substantial repair and condition in all respects, damage by fire only excepted.

3. The Landlord covenants that the Tenant, paying the rent hereby reserved and performing the covenants hereinbefore on its part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, subject to the proviso for earlier termination but otherwise without any interruption or disturbance from the said Landlord.

4. The Landlord and the Tenant hereby mutually covenant and agree as follows:

- (a) That if any default be made in payment of the said rent or any part thereof at the time specified, or in case of a breach, violation or non-performance

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by the Tenant of any other of the covenants, terms or conditions set forth or referred to in this lease, and so often as the same shall happen and continue for Fifteen (15) days after notice thereof has been given by the Landlord to the Tenant, the Landlord may terminate this lease and put an end to the said term without further notice, and take possession of the said demised premises, and it is further specifically understood and agreed that in the event of default or re-entry as aforesaid, all interests of the Tenant in and to the said demised premises shall cease and terminate.

- (b) If, during the term of this lease, the Tenant's leasehold estate in the said demised premises shall be at any time seized or taken in execution or in attachment by any creditor of the Tenant, or if the Tenant shall make any assignment for the benefit of creditors, or if the Tenant becomes bankrupt or insolvent, or shall take the benefit of any Act that may be in force for bankrupt or insolvent creditors, then the Landlord may give to the Tenant written notice of the intention to end the term of this lease, on a date specified by the Landlord in the said notice, which date shall not be less than Fifteen (15) days after said notice is given, and on the date so specified (if the event of default still continues) the term of this lease and all right, title and interest of the Tenant hereunder shall thereupon expire as fully and completely as if the said specified date were the date herein specifically fixed for the expiration of the term of this lease, and the Tenant shall then quit and surrender the said demised premises to the Landlord, and in any such event it shall be lawful for the Landlord at any time after said termination date to re-enter into



and upon the said demised premises, the same to have again, repossess and enjoy as of former estate.

- (c) That if the Tenant should remain in possession after the expiration hereof or any renewal, and the Landlord should accept rent thereafter, then in such event the Tenant shall hold the demised premises as a Tenant from month to month.
- (d) That no waiver of or neglect to enforce the right to forfeiture of this lease or the right of re-entry upon breach of any covenant, condition or agreement herein contained shall be deemed a waiver of such rights upon any subsequent breach of the same, or any other covenant, condition or agreement herein contained.
- (e) In case the said demised premises or any part thereof shall at any time during the said term be destroyed by fire, or be injured by any such cause, then at the option of the Landlord which shall be exercised in writing by notice to the Tenant within thirty (30) days of such loss or injury occurring, the term of the said lease shall cease and be forthwith terminated or the term thereof shall continue and the Landlord shall proceed forthwith with repairs or restoration and execute the same without delay.
- (f) The Landlord is not responsible in any way whatsoever for any existing utility services and apparatus connected therewith.

5. All notices under any clause of this lease required to be given may be given to the Tenant by mailing the said notice in a postage prepaid registered letter addressed to the Tenant at:

3861 Cedar Hill Cross Road,  
Victoria, British Columbia;

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and any notice may be given to the Landlord by mailing it in a postage prepaid registered letter addressed to the Landlord at:

3128 Foul Bay Road,  
Victoria, British Columbia;

which said notices shall respectively be irrebutably presumed to have been received two (2) days following the date of such posting.

Communications between the parties of this agreement other than written notices as aforesaid, shall be with respect to the Landlord through the Supervisor of Operations and with respect to the Tenant, the Executive Director.

6. This indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused their corporate seals to be affixed in the presence of their officers duly authorized in that behalf, the day and year first above written.

The common seal of THE BOARD OF )  
SCHOOL TRUSTEES OF SCHOOL DISTRICT )  
NO. 61 (GREATER VICTORIA) was )  
hereunto affixed in the )  
presence of: )  
)  
)  
)  
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The common seal of GREATER VICTORIA )  
ASSOCIATION FOR THE RETARDED )  
was hereunto affixed in the )  
presence of: )  
)  
)  
\_\_\_\_\_ )  
)  
\_\_\_\_\_ )

DATED: A.D. 1976

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 61  
(GREATER VICTORIA)

OF THE FIRST PART

AND:

GREATER VICTORIA ASSOCIATION  
FOR THE RETARDED

OF THE SECOND PART

A G R E E M E N T

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CAMPBELL, DONEGANI & WOOD  
*Barristers & Solicitors*  
VICTORIA, B.C.