

(COPY)

(5) 739

COMMERCIAL COMPANY  
TO  
GRAND TRUNK PACIFIC DOCK COMPANY, OF SEATTLE

LEASE AND OPTION.

THIS INDENTURE, made and entered into this 11th day of December, 1909, between the Commercial Company, a corporation, duly organized and existing under and by virtue of the laws of the State of Washington, party of the first part (hereinafter designated lessor) and the Grand Trunk Pacific Dock Company, of Seattle, a corporation duly organized and existing under and by virtue of the laws of the State of Washington, party of the second part (hereinafter designated lessee),

WITNESSETH: First: The first party hereto, the lessor, in consideration of the rents hereinafter reserved, and of the covenants and agreements herein expressed on the part of the second party, the lessee, to be kept, performed and fulfilled, has demised and leased, and by these presents, does demise and lease unto the lessee all the following described premises, situated, lying and being in the City of Seattle, County of King and State of Washington, to-wit:

All of lots one (1), Two (2), Three (3) and the north Nineteen and three hundred ninety-three thousandths (19.393) feet of lot Four (4), in Block One hundred and ninety-eight (198), Seattle Tide Lands, as shown by the supplemental replat of said Seattle Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington, which plat was filed in accordance with a certain Act of the Legislature of the State of Washington and approved March 2, 1897;

Also

The South Ten (10) feet of Madison Street abutting said Lot One (1), Block One hundred and ninety-eight (198) as shown by said supplemental



replat of Seattle Tide Lands, which said ten (10) feet was vacated by Ordinance No. 6549 of the City of Seattle, approved by the Mayor February 6, 1891, said property being more particularly bounded and described as follows, to-wit:

Beginning at a point on the West margin of Railroad Avenue, which point is Seventy-six and four hundred and forty-one thousandths (76.441) feet So. 31 45' 10" East from the intersection of the center line of Madison Street with the West margin of Railroad Avenue; thence due West Two hundred seventy-two and seven hundred twenty-seven thousandths (272.727) feet, more or less, to the inner harbor line; thence South 25 21' 48" East Ninety-eight and five hundred six thousandths (98.506) feet along the inner harbor line to an angle in same at its intersection with the Sixth Standard Parallel; thence continuing along the inner harbor line South 15 07' 59" East Ninety-one and seven hundred forty-one thousandths (91.741) feet, more or less, to the intersection of said inner harbor line with a line nineteen and three hundred ninety-three thousandths (19.393) feet south of the North line of Lot Four (4); thence due East Three hundred sixteen and four hundred seventy-five thousandths (316.475) feet, more or less, along a line Nineteen and three hundred ninety-three (19.393) feet south of the north line of Lot Four (4) to its intersection with the West margin of Railroad Avenue; thence North 31 45' 10" West Two hundred eight and eight hundred twenty-eight thousandths (208.828) feet, more or less, along the West margin of Railroad Avenue to the point of beginning, and containing One and one hundred eighty-three (1.183) Acres, more or less, as shown in red upon the blue print hereto attached, marked Exhibit "A" and made a part hereof, together with the wharves, buildings, docks and improvements to be constructed



thereon, as hereinafter provided for.

TO HAVE AND TO HOLD, the above described premises, with the rights, privileges, easements and appurtenances, docks, wharves, and improvements thereunto attached and belonging, unto the lessee, for and during the term of twenty-five (25) years from and after the first day of January, 1910, that is to say, from the first day of January, 1910, for, during and until the 31st day of December, 1934, paying rent therefor and yielding possession thereof as hereinafter provided.

Second: The party of the first part as part of the consideration of this lease does further give and grant unto the party of the second part the right and option to purchase the property hereinabove described, and all its rights in and to the Outer Harbor lease hereinafter described, at any time on or before January 1, 1915, at and for the sum of Five hundred thousand dollars (\$500,000) to be paid in cash.

And upon thirty (30) days written notice by the lessee of its election to purchase the said property, within the time and manner aforesaid, the lessor covenants and agrees to transfer and convey unto the party of the second part all of the property hereinbefore described by good and sufficient Warranty deed, free and clear of all liens and encumbrances of whatsoever kind or nature, except such as the party of the second part, by the terms of this lease, agrees to pay and satisfy.

Third: The lessee, in consideration of the leasing of the premises aforesaid, from the lessor to it the lessee does hereby covenant and agree to and with the lessor to pay as rent for said premises as follows: The said lessee covenants and agrees to pay the lessor for said demised premises, during the said term of twenty-



five (25) years, the yearly rent or sum of twenty-five thousand dollars (\$25,000) without any deduction or abatement whatsoever, which rental shall be paid in equal installments of Twelve thousand five hundred Dollars (\$12,500) semi-annually, in advance, on the first day of January and the first day of July of each and every year during said term, at the office of the lessor in the City of Seattle, Washington, unless and until said lease is sooner terminated by the exercise of said option to purchase, said rental to include the rental of the wharves, buildings and docks to be constructed by the lessee as hereinafter provided.

Fourth: As a further consideration for this lease, the said lessee covenants, promises and agrees to bear, pay and discharge, in addition to the said rent reserved, all rates, taxes, special assessments for local improvements, charges for revenues and otherwise, assessments and levies, general and special, ordinary and extraordinary of sever name, nature, and kind whatsoever, including water-rates which may be taxed, charged, assessed, levied or imposed upon said premises, or upon any and all buildings and improvements thereon, or which may be assessed, levied or imposed upon the leasehold estate hereby created, and so long thereafter as said lessee, its successors and assigns, shall occupy said demised premises, under this lease, And it is further understood, covenanted and agreed by and between the parties hereto, that the first annual tax to be paid by the lessee shall be that payable during the year 1910, and the last that payable during the year 1934. And the said lessee covenants and agrees to save and keep harmless the said lessor for and on account of any and all such taxes, assessments or charges.

Fifth: The said lessee further covenants and agrees that it



will, at its own expense, during the term of this lease, construct upon the property hereinabove described, good and substantial wharves, buildings and docks, which upon their completion shall become the absolute and unencumbered property of the lessor, without any payment or compensation whatsoever being paid to the lessee therefor, and that the lessee shall and will, from time to time, and at all times from and after the said buildings, wharves and docks on said property shall be completed and finished, during the remainder of said term, when, and as often as occasion shall need and require, at its own cost and charge, well and sufficiently repair, maintain and keep the said wharves, buildings and docks, and at the expiration or sooner termination of the term herein conveyed, deliver up the same to lessor in good and substantial repair and condition, ordinary wear and tear excepted.

The said lessee further agrees that in the construction and maintenance of said wharves, buildings and docks, it will not suffer or allow any liens or claims to attach thereto which may or shall become a charge upon the lessor or the property herein leased.

Sixth: The lessee further covenants and agrees that during said term it will, at its expense, keep the said wharves, buildings and docks insured against fire in some responsible company or companies, in the joint names of the parties hereto, as their interest may appear, and will whenever required produce to the lessor policies and receipts for the last premium, in respect of such insurance; and in case of the destruction or damage of the said premises by fire, the money received in respect of such insurance shall be laid out in rebuilding or reinstating the said buildings, wharves, and docks, and in case such money shall be insufficient for such purpose, the deficiency



shall be made good by the lessee. And the lessee further covenants and agrees that in the event of its failure, neglect or refusal to keep said premises insured, it will repay to the party of the first part all sums which it shall expend for insuring said premises, or to pay taxes, water rents, charges, special assessments for local improvements and all assessments of every description, as hereinabove described, every such sum to be repaid on the rent day next ensuing after the expenditure thereof, and to be recoverable as if the same were rent in arrear.

Seventh: The lessee further covenants and agrees that in the event of the destruction or damage of said premises from any other cause than fire, that it will rebuild and reinstate the same, at its own cost and expense, and agrees to indemnify and save harmless the lessor for and against all claim or claims for damages of whatsoever kind or nature, or other claims arising from the operation or use of or occurring upon the premises herein leased, or any improvements thereon.

Eighth: The lessee further covenants and agrees to accept as a part of this lease and to assume a certain lease made and entered into by and between the lessor herein and the State of Washington for the Outer Harbor area, situated in front of the real estate hereinabove described, said lease being for a period of twenty (20) years at a yearly rental of Five hundred Dollars (\$500.00), which the lessor agrees to forthwith assign and transfer to the lessee, and the lessee further agrees to perform and keep the covenants and agreements therein contained to be performed by the said lessor, and at the termination of said lease to secure a renewal of the same from the State of Washington upon the best terms procurable, and at the end or sooner termination of



of the term herein conveyed to assign said lease or renewal thereof to the lessor without further compensation therefor.

Ninth: The lessee further covenants and agrees that it will not assign this lease without the written assent of the lessor first had and obtained, and that at the end or sooner termination of the term herein conveyed peaceably and quietly to deliver up the premises to the lessor in good state and conditions, with all improvements and additions thereto, ordinary wear and tear excepted.

Tenth: It is further covenanted and agreed by and between the parties hereto, and this lease is made upon this condition, that if said rent, or any portion of it, shall not be paid on the days agreed upon, or if the lessee shall at any time fail, neglect, or refuse to perform any of the covenants, conditions or agreements herein contained and on its part to be performed and observed, or shall be adjudged bankrupt or insolvent, then, and in either of such cases, this lease shall terminate, and notwithstanding any license of any former breach or covenant or waiver of the benefit hereof in a former instance, it shall be lawful for the lessor to re-enter into or upon the demised premises, or any part thereof, in the name of the whole, and the said premises peaceable to hold and enjoy thenceforth, as if these presents had not been made, without prejudice to any right of action or remedy which might otherwise be used in respect of any antecedent breach of any of the covenants in this lease contained. The lessee hereby waives its right to the service of any notice upon it of the breach of any of such covenants, conditions or agreements, or of any of the notices required by the existing statutes, or future amendments thereof, of the State of Washington, in actions of unlawful detained or forcible entry







act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

.....  
A. E. G. Notarial Seal

Arthur E. Griffin

Com..Ex. Feb. 18, 1913  
.....

Notary Public in and for the State of  
Washington, residing in Seattle.

STATE OF WASHINGTON)  
COUNTY OF KING ) SS

BE IT REMEMBERED, that on this 13th day of December, 1909, before me, the undersigned, a Notary Public, duly commissioned and sworn, personally appeared J.S. Gibson to me known to be the Vice-President and S.H. Smith, the Assistant Secretary of the Grand Trunk Pacific Dock Company, of Seattle, the corporation that executed the within and foregoing instrument, and they respectively acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

.....  
R. J. H. Notarial Seal.

R.J. Huston

Com. Ex. Apr. 10, 1910  
.....

Notary Public in and for the State of  
Washington, residing at Seattle



Dec. 1909 25 yrs.

I Replat. Seattle Tide  
Lands.

II 1.183 Acres with  
warfs to be constructed

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III Rental \$25,000<sup>00</sup>

IV Pay all taxes  
Page 4

V Rebuild etc.

VI warfs & Bldgs go to  
Lessors.

VII Option to purchase  
500,000<sup>00</sup>

COM. EX. APR. 10, 1910  
Notary Public in and for the State of  
Washington, residing at Seattle  
B. J. H. Notarial Seal.

B. J. H. Notary

Official Seal the day and year first above written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my

Notary Public in and for the State of  
Washington, residing at Seattle  
B. J. H. Notarial Seal.

ARTHUR A. GILPIN

Official Seal the day and year first above written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my

said corporation.

said instrument, and that the seal affixed is the corporate seal of

mentioned, and on oath stated that they were authorized to execute

not and deed of said corporation for the uses and purposes therein



## VANCOUVER

## SEATTLE

Approximate area of land & waterlots

occupied by the G.T.P Co. 422,500 Sq. Ft.

51,531 Sq Ft.

at an annual rental of \$15,625.00

\$25,500.00

Rate per Sq. Ft. approximately  $3\frac{1}{2}\phi$  per Sq. Ft.

$49\frac{1}{2}\phi$  per Sq. Ft.



This Indenture made in triplicate the Fifteenth (15th) day of December  
in the year of our Lord One thousand nine hundred and ten.  
In pursuance of the "Leaseholds Act".

BETWEEN:

THE VANCOUVER WHARF COMPANY LIMITED

hereinafter called the Lessor

OF THE FIRST PART

AND

GRAND TRUNK PACIFIC RAILWAY COMPANY;

hereinafter called the Lessee,

OF THE SECOND PART.

WITNESSETH, that in consideration of the yearly Rents, Covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee, its successors and assigns;

(One) ALL AND SINGULAR the westerly twenty four (24) feet eleven (11) inches of Lot number thirty nine (39) and lots numbered forty two (42) forty three (43), Forty four (44), Forty five (45), Forty six (46), Forty seven (47), and Forty eight (48), in Block number one (1), Group 1, Vancouver District, according to the plan of subdivision of District Lot number One hundred and ninety six (196) deposited in the Land Registry Office for the City of Vancouver, British Columbia, EXCEPTING the right-of-way of the Canadian Pacific Railway Company:

(Two) All that triangular tract of land lying to the north of said Lots Forty-five (45) Forty-six (46), Forty seven (47), and Forty eight (48) and bounded on the north by the right-of-way of the Canadian Pacific Railway Company and on the east by the Easterly boundary of said lot forty-eight (48) extended North to the said right-of-way of the Canadian Pacific Railway Company;

(Three) All the right, title and interest of the Lessor <sup>in</sup> and to the foreshore or land below high water mark on Burrard Inlet and lying to the North of Lots numbered Thirty nine (39) to Fifty seven (57) inclusive, in Block number One (1), in the said subdivision of District Lot numbered One hundred and ninety six (196) and bounded on the west by the extension northerly of the Westerly boundary of said Lot number thirty nine (39), and bounded on the East by the extension Northerly of the Easterly boundary of said Lot numbered Fifty seven



and bounded on the South by the right-of way of the Canadian Pacific Railway Company  
From the fifteenth (15th) day of december one thousand nine hundred and ten for the  
term of twenty five years next ensuing.

YIELDING AND PAYING THEREFOR to the Lessor, its successors and assigns, the clear  
yearly rent of sum of FIFTEEN THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS (\$15,625.00  
of lawful money of Canada, payable on the following days and times, that is to say  
In four (4) equal quarterly payments of three thousand nine hundred and six dollars  
and twenty five cents (\$3906.25) each on the fifteenth (15th) days of March, June,  
September and December in each year at the office of the Lessor, and first payment  
of rent to be made on the Fifteenth (15th) day of March 1911;

AND the said Lessee covenants with the said Lessor to pay rent, and to pay taxes, and  
to repair (reasonable wear and tear and damage by fire and tempest excepted); and  
that the Lessor may enter and view state of repair.

And that the said lessee will repair according to notice (reasonable wear and tear and  
damage by fire and tempest excepted) And that the lessee will leave the premises  
in good repair (reasonable wear and tear and damage by fire and tempest excepted).

PROVISO for the re-entry by the said Lessor on non-payment of rent, whether lawfully de  
demanded or not; or on non-performance of the covenants; or seizure or forfeiture  
of the said term for any of the causes aforesaid. The said Lessor, as to

parcels one (1) and two (2) above described, Covenants with the said Lessee for  
quiet enjoyment; The Lessee covenants with the Lessor that it will pay all taxes,  
local improvement rates, or other rates, which may be charged against the said lands  
and foreshore included herein throughout the said term, also that it will pay all  
water rates for water used on the said premises; the intention being that the ~~Lessee~~  
Lessee shall assume and pay all and any taxes and rates of any nature whatsoever which  
may throughout the said term be charged against the said lands and foreshore.  
and so that the rent reserved shall be payable to the Lessor free of any deduction  
or abatement whatsoever.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the Lessee accepts  
the leasehold title of the Lessor in and to the foreshore property, being parcel number  
three (3) above described, and the Lessee covenants with the Lessor that it will pay  
all rent due and accruing due to the Canadian Pacific Railway Company for such foreshore  
whether due or accruing due under the lease by virtue of which the Lessor is in  
possession of such foreshore, or under any renewal thereof, or lease granted by the



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Canadian Pacific Railway Company in substitution therefor; PROVIDED that in the event of the Lessee making default in payment of any rent or sum due to the Canadian Pacific railway Company under any such lease the Lessor shall have the right to pay the same, and any sum so paid by the Lessor shall be forthwith repayable to it by the Lessee. The Lessor agrees with the Lessee that the Lessee shall have the right up to the Fifteenth (15th) day of December A.D. 1915, to purchase from the Lessor, its successors or assigns, the parcels of lands above described and numbered One (1) and Two (2), together with all the right, title and interest of the Lessor in and to the foreshore above described as parcel number three (3) for the price or sum of THREE HUNDRED AND TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$312,500.00) and in the event of the Lessee electing to purchase the said lands the Lessor covenants and agrees with the Lessee to deliver a good title in fee simple to said parcels numbers One (1) and Two (2), and that such lands shall be free of encumbrance, SAVE AND EXCEPT rates, charges and assessments which are now or may hereafter be charged against the said lands, and the Lessor will in the event of such purchase by the Lessee quit claim, assign and release to the Lessee all its right, title and interest in and to the said foreshore. THE Lessor further agrees with the Lessee that the Lessee shall have the right up to the said Fifteenth (15th) day of December A.D. 1915, to purchase the portion of the said Lot numbered Thirty nine (39) above described for the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and, in the event of the Lessee completing the purchase of said Lot number Thirty nine (39) the rent above reserved shall, from the date of the payment of the said sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) be reduced and shall thereafter be charged at the rate of FOURTEEN THOUSAND THREE HUNDRED AND SEVENTY-FIVE DOLLARS (\$14,375.00) per annum payable quarterly; and should the Lessee subsequently exercise its right of purchase of the balance of said lands the price thereof shall be reduced to the extent of such sum of Twenty Five thousand dollars (\$25,000.00). The Lessor hereby appoints the Lessee its Attorney throughout the term of the Lease hereby granted for it and in its name and place to apply to and obtain from the Canadian Pacific railway Company renewals from time to time of the lease from the Canadian Pacific Railway Company to the Lessor of the said foreshore and Lessee release the Lessor from all obligations to apply for and obtain such lease or any renewal thereof, and agrees to indemnify and save harmless the Lessor throughout the said term of twenty five (35) years from any loss, costs or damage which may be suffered by the Lessee by reason of any interference with the quiet possession of the Lessee to the said foreshore, it being understood and agreed that in the event of the Canadian



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Pacific Railway Company taking any proceedings to recover possession of the said foreshore, the Lessee shall have the right in the name of the Lessor, to resist and oppose such proceedings, but at the expense of the Lessee, and the Lessee shall indemnify the Lessor against any loss, cost or damage which may be incurred by the Lessor in any litigation or other proceedings relating to the title to and possession of such foreshore.

IT IS FURTHER UNDERSTOOD AND AGREED that the Lessee takes the said foreshore lands (parcel 3) subject to the existing subleases thereof granted by the Lessor; the Lessee shall be entitled to all rents due and accruing from such subtenants from and after the date hereof and shall bear the expense of obtaining possession from such sub-tenants and occupants of such foreshore whenever it shall be desired to eject them or any of them.

IN WITNESS WHEREOF the said parties hereto have caused their Corporate Seals to be hereunto attached under the hands of their proper officers.

SIGNED, SEALED and DELIVERED )

in the presence of )

G.S.Cooke )

The Vancouver Wharf Company Limited

H.E.Ridley

Director

J.W.McFarland

Secretary

The Grand Trunk Pacific Railway Company

Chas. M. Hays

President

W. Philips

Secretary



Dated 15th. December 1910

46083

VANCOUVER WHARF COMPANY  
LIMITED  
AND  
GRAND TRUNK PACIFIC RAILWAY  
COMPANY

LEASE AND OPTION OF PURCHASE

RIDLEY MACRAE & TOBIN



( 2 )

## LEASE OF CANADIAN PACIFIC RAILWAY COMPANY

TO

JOHN G. WOODS

Lease for term of 10 years dated 1st. October 1912. Area as marked on accompanying plan 2.9 ac. Rental \$500.00 per annum for first five years  
Rental \$1000.00 per annum for second five years

SUB-LEASE BY JOHN G. WOODS

TO

THE PACIFIC BOX COMPANY LIMITED

1.97 acres, being portion of area covered by above lease. (of 2.9 acres)  
Period of sub-lease 9 years and 10 months.

Rental \$175.00 per month for first 4 years & ten monthsand \$225.00 per month for next five years.

Renewable (on adjusted rental basis) for further period of 10 years.



Particulars of the  
Accompanying Leases.

Harrosville (on adjusted rental basis) for further period of 10 years.

and

\$250.00 per month for next five years.

Rental \$175.00 per month for first years & ten months

period of sub-lease 3 years and 10 months.

1.01 acres, being portion of area covered by above lease. (of 2.3 acres)

THE PACIFIC BOX COMPANY LIMITED

TO

SUB-LEASE BY JOHN C. WOODS

Rental \$1000.00 per annum for second five years

accompanied by 2.3 ac. Rental \$200.00 per annum for first five years

lease for term of 10 years dated 1st October 1912. Area as marked on

JOHN C. WOODS

TO

LEASE OF CANADIAN PACIFIC RAILWAY COMPANY