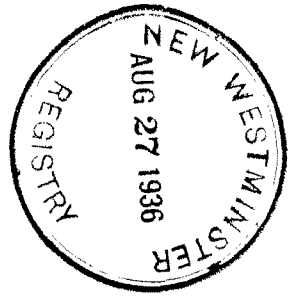


CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1560.



A BY-LAW to authorize the execution of a lease to
Conway H. Joy.

- - -

THE COMMISSIONER for the Corporation of the District
of Burnaby ENACTS as follows:

1. Authority is hereby given to the Commissioner
and Clerk of the Corporation of the District of Burnaby
to sign and execute and affix the Corporate Seal to and
give delivery to Conway H. Joy, therein named of an
Indenture of Lease between the Corporation of the District
of Burnaby and the said Conway H. Joy, of ALL AND SINGULAR
that certain parcel or tract of land and premises situate,
lying and being a portion of Lot Two (2) in the subdivision
of a portion of District Lot One hundred and seventy five
(175) Group One (1) District of New Westminster, Province
of British Columbia, according to Plan No. 3668, deposited,
and being more particularly described as follows:-

Commencing at the Southeast corner of Lot 2, aforesaid:

thence N 1 degree 21 minutes, 30 seconds West and
following the East boundary of said Lot 2, 906.0 feet to the
Northeast corner thereof;

thence N. 89 degrees, 46 minutes, 30 seconds, W. and
following the North boundary of said Lot 2, 285.63 feet;

thence S. 1 degree, 21 minutes, 30 seconds, E., 933.86
feet to an intersection with the North boundary of Marine
Drive;

thence S. 87 degrees, 56 minutes East, 34.0 feet to an
angle point in the North boundary of Marine Drive;

thence N. 2 degrees, 4 minutes E. 37.0 feet to an
angle point on the North boundary of Marine Drive.

thence S. 87 degrees, 56 minutes E. 249.82 feet to the
point of commencement, and containing by admeasurement, 5.94
acres, be the same more or less as more particularly shown
on the plan hereunto annexed and thereon outlined with Red
Colour

all to the extent and on the terms and conditions and in the
manner set forth in the said Indenture of Lease, a true copy
of which is hereunto annexed as "Schedule "A"" and that all
as an act and deed of the said Corporation.

2. This By-law may be cited as "D.L. 175 Lease Authorization By-law 1936."

DONE AND PASSED by the Commissioner in open meeting on the Third (3rd) day of June, A.D. 1936.

RECONSIDERED and FINALLY PASSED by the Commissioner in open meeting on the Tenth (10th) day of June, A.D. 1936.



Hugh M. Fraser

COMMISSIONER.

Charles B. Brown

CLERK.

I, Charles B Brown, Clerk of the Corporation of the District of Burnaby do hereby certify the foregoing to be a true copy of a By-law passed by the Commissioner for the Corporation of the District of Burnaby on the 10th day of June, A.D. 1936.

Charles B. Brown

Clerk.

THIS INDENTURE made induplicate the First (1st) day of April in the year of our Lord one thousand nine hundred and thirty-six.

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,

hereinafter called the Lessor,

of the First PART:

A N D

CONWAY H. JOY of 1183 Pacific Street in the City of

Vancouver, Province of British Columbia,

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 his executors, administrators and assigns ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being a portion of Lot 2, in the subdivision of a portion of District Lot 175, Group 1, District of New Westminster, Province of British Columbia, according to Plan No. 3668, deposited, and being more particularly described as follows:-

Commencing at the Southeast Corner of Lot 2, aforesaid; boundary of said Lot 2, 906.0 feet to the Northeast corner thereof;

thence N. 89 degrees 46' 30" W. and following the North boundary of said Lot 2, 285.63 feet;

thence S. 1 degree 21' 30" E., 933.86 feet to an intersection with the North boundary of Marine Drive;

thence S. 87 degrees 56' East, 34.0 feet to an angle point in the North boundary of Marine Drive;

thence N. 2 degrees 04' E. 37.0 feet to an angle point on the North Boundary of Marine Drive.

thence S. 87 degree 56' E. 249.82 feet to the point of commencement, and containing, by admeasurement, 5.94 acres, be the same more or less, as more particularly shown on the plan hereunto annexed and thereon outlined with Red Colour.

TOGETHER with all erections and buildings thereupon erected, standing and being or hereafter during the said time to be erected, standing and being and together also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the same premises belonging or otherwise appertaining.

TO HAVE AND TO HOLD the same unto the said Lessee his executors, administrators and assigns for the term of twenty (20) years to be computed from the second day of July 1936, yielding and paying therefor yearly and every year during the said term unto the said Lessor the clear yearly rent or sum of Forty five dollars (\$45.00) of lawful money of Canada payable in equal instalments of Twenty-two dollars and fifty cents (\$22.50) half yearly in advance on the Second day of July and Second day of January in each and every year during the said time without any deduction, defalcation or abatement throughout on any account whatsoever; the first of such payments to become due and be made on the 2nd. day of July, 1936.

THE said Lessee covenants with the said Lessor to pay rent; AND to repair; AND that the said Lessor may enter into and view state of repair; AND the said Lessee will repair according to notice; AND will not assign or sublet without leave; AND will Not carry on any business that shall be deemed a nuisance on the said premises; AND that he will leave the premises in good repair;

AND ALSO that if the terms hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or assigns, or if the said Lessee or his assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debts the then current half yearly rent shall

immediately become due and payable and the said term shall immediately become forfeited and void.

PROVIDED ALWAYS that if the Lessee shall affix or erect on the premises any fixture or building or wire fencing then such fixture or building or wire fencing so erected shall belong to and be removable by the Lessee at any time during the term hereby granted or within twenty-one days after the termination thereof;

PROVIDED ALWAYS that the said Lessee his executors, administrators and assigns shall make good any damage to the said premises hereby demised or any part thereof by such removal and shall give one month's notice in writing to the Lessor its successors or assigns of his intention to remove such fixture, building or wire fencing; AND at any time before the expiration of the notice of removal the Lessor by notice in writing to the Lessee may elect to purchase such fixture or wire fencing at a fair value; AND thereupon the same shall be left by the Lessee and become property of the Lessor.

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

PROVIDED ALSO that in the event of the Lessee his executors, administrators or assigns requiring a water service on the said premises he shall pay to the Lessor the usual water rates for the time being current in the Municipality.

AND further provided that at any time during the tenure of this lease, the said Lessee may elect to purchase the hereinbefore leased and particularly described property at a price to be mutually agreed upon at the time of such election.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and the year first above written.

SIGNED SEALED AND DELIVERED)

in the presnece of:)

A. M. GRAY)

CONWAY H. JOY

Hugh M. Fraser
Commissioner.

Charles B. Brown,
Clerk.

PLAN OF A PORTION OF LOT 2, IN
THE SUBDIVISION OF A PORTION OF
D.L. 175, GROUP 1,
NEW WESTMINSTER DISTRICT.
ACCORDING TO PLAN NO 3668, DEPOSITED.

Scale:- 1 inch = 200 feet.



Certified correct according to Plan No 3668, deposited in the Land Registry Office at New Westminster, B.C.

Approved under the Land Registry Act. Dated this..... day of April, 1936.

Dated this 31st. day of March, 1936. *Cutler K. Burnett.*

Approving Officer.

B.C.L.S.

Burnett and McGugan,
Engineers & Surveyors,
New Westminster, B.C.

Owner.

Witness.