

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1714

A BY-LAW to authorize the execution of a
Lease to John Freer.

WHEREAS The Corporation of the District of Burnaby,
hereinafter called "The Corporation", is the owner of the
lands and premises hereinafter described, having acquired the
same as a result of tax sale proceedings;

AND WHEREAS one John Freer of the Municipality of
Burnaby, British Columbia, is desirous of leasing the said lands
and premises from The Corporation upon the terms and conditions
set forth in the form of lease and option to purchase executed
by him and hereunto annexed and marked Schedule "A".

AND WHEREAS it is considered expedient that The
Corporation should enter into an agreement with the said John
Freer in terms of the said lease and option to purchase subject
to the approval of the Lieutenant-Governor in Council.

NOW THEREFORE the Commissioner of The Corporation of
the District of Burnaby in exercise of all the powers him there-
unto enabling ENACTS as follows:-

1. It shall be lawful for The Corporation and it is hereby
empowered to enter into with the said John Freer an indenture of
lease and option to purchase the lands and premises in the
Municipality of Burnaby, more particularly known and described
as Lots One (1) to Eleven (11) inclusive in subdivision of
District Lot 155 C, Group One (1), New Westminster District
according to map or plan of the said subdivision deposited at
the Land Registry Office in the City of New Westminster, Province
aforesaid and numbered 1138 and Lots Twenty-Two (22) to Twenty
Six (26) inclusive in subdivision of District Lot 155 B, Group
One (1), New Westminster District, according to a

Noted L.S.
file 1673.

map or plan deposited at the said Land Registry Office numbered 1248 and comprising in all approximately 76.66 acres more or less, and that in the terms and conditions and for the periods set forth in the form already executed by the said John Freer and annexed and marked Schedule "A" hereto.

2. The covenants, agreements, stipulations, promises, terms, provisions and conditions set forth and contained in the said indenture of lease and option to purchase are hereby approved and confirmed and it shall be lawful for the Corporation to carry out, perform and fulfil each and every covenant, agreement, stipulation, promise, term, provision and condition on its part therein contained, subject to the like observance, carrying out, performance and fulfilment of all covenants, agreements, stipulations, promises, terms, provisions and conditions on the part of the said John Freer, his executors, administrators and assigns contained therein.

3. Forthwith, upon the approval by the Lieutenant-Governor of the Province of British Columbia of this By-law including Schedule "A" hereto, the Corporation shall execute and deliver to the said John Freer a lease and option to purchase in the form and terms set out in Schedule "A" hereto and upon such execution and delivery, the said lease and option to purchase which shall be and be deemed to be and to form part of and shall accordingly be read with this By-law shall then and thereupon be and be deemed to be in full force, virtue and effect, the same having already been signed by the said John Freer.

4. This By-law may be known and cited for all purposes as the "JOHN FREER LEASE BY-LAW 1940."

DONE AND PASSED on the Sixth (6th) day of November,
A.D. 1940.

RECONSIDERED AND FINALLY PASSED this Thirteenth
(13th) day of November, A.D. 1940.



J. J. Dolton
Acting COMMISSIONER.

Charles B. Brown

CLERK.

SCHEDULE "A"

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THIS INDENTURE made in duplicate this Thirty first (31st) day of October, in the year of our Lord, one thousand nine hundred and forty.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
(Hereinafter called "the lessor")

OF THE FIRST PART.

AND:

JOHN FREER of 3519 Buckingham Avenue, in
the Municipality of Burnaby and Province of
British Columbia.

(Hereinafter called "the lessee")

OF THE SECOND PART.

WHEREAS the lessor is the owner of the lands and premises described hereinafter, having acquired the same as a result of Tax Sale proceedings;

AND WHEREAS the lessee is desirous of leasing the same from the lessor on the terms and conditions contained herein:

NOW THIS INDENTURE WITNESSETH:

THAT the said lessor doth demise unto the said lessee, his executors, administrators and assigns ALL AND SINGULAR these certain parcels or tracts of land and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, more particularly known and described as Lots One (1), to Eleven (11) inclusive in Sub-division of District Lot 155C, Group One (1), New Westminster District according to a map or plan of the said subdivision deposited at the Land Registry Office in the City of New Westminster, Province aforesaid and numbered 1138 and Lots Twenty-two (22) to Twenty-six (26) inclusive in subdivision

of District Lot 155B, Group One (1), New Westminster District, according to a map or plan deposited at the said Land Registry Office numbered 1248 and comprising in all approximately 76.66 acres more or less from the 2nd day of January Nineteen hundred and forty-one for the term of ten years thence ensuing yielding therefor during the said term rent as follows:- the sum of Three hundred and eighty three dollars thirty cents being at the rate of Five dollars per acre payable on the said 2nd day of January 1941 for the year then commencing; the sum of Four hundred and fifty-nine dollars ninety-six cents being at the rate of Six dollars per acre for the year commencing 2nd January 1942 payable quarterly in advance during the said year; the sum of five hundred and thirty six dollars sixty two cents for the year commencing 2nd January 1943 payable quarterly in advance during the said year and the said sum of Five hundred and thirty six dollars sixty two cents for each subsequent year of the term of this lease payable quarterly in advance during the remainder of the said term;

THAT the said lessee covenants with the said lessor to pay rent; and to pay municipal water rates and local improvement taxes which may be levied upon the said lands and premises but no other municipal taxes or rates on the said lands and premises or on any improvements which may be erected or placed thereon for the necessary or convenient working, getting, making merchantable and disposing of the peat and peat moss hereinafter referred to, but this clause shall have no reference to any sale and purchase which may be made under the option hereinafter granted;

AND to keep up fences;

AND will not assign without leave;

AND will not sublet without leave; but such leave to assign or sublet will not be unreasonably withheld;

Proviso for reentry on non-payment of rent or non-observance or non-performance of any of the covenants and provisos herein contained, and also on seizure or forfeiture of the said term;

AND also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee or if the lessee 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 debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

The said lessor covenants with the said lessee for quiet enjoyment.

The said lessor also covenants with the said lessee that he, the lessee, paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall have liberty

(1) to enter upon the said lands and to search for, dig, work, win and obtain all peat and peat moss in, from or out of the said lands to the depth of six feet from the present general level of the said lands and to carry away and dispose of the same for the lessee's own benefit, all of which the lessee covenants to do in a proper and efficient manner and according to methods approved and practised from time to time in similar undertakings in the same district;

(2) to erect such buildings and to erect and place such engines and machinery upon and to open and make such trenches drains and water courses whether upon or below the surface of the said lands as may be necessary or convenient;

(3) to make any roads or tramways which the lessee may deem necessary upon the said demised lands and premises and to alter, divert and abandon the same for the purpose of

working, carrying or opening and more beneficially using the premises hereby demised or exercising the powers and privileges hereby granted;

(4) to appropriate, open, use and enjoy any ditches or water courses now in or upon the premises demised or on or upon the roads and ways in possession of the lessor and adjoining or serving the said lands and premises but subject to and in accordance with the approval, superintendence and direction of the engineer of the lessor as to ditches or water courses on or about such roads and ways;

(5) Generally to do all things convenient or necessary for the working, getting, making merchantable and disposing of the said peat and peat moss;

(6) to surrender to the lessor by a registrable indenture at the end of any quarter year of the said term other than in the year 1941, any one or more of the lots hereby demised, in which event the rent hereby reserved shall be proportionately reduced according to the acreage of the lot or lots of which such surrender is made to the lessor, as from the date of such surrender;

(7) to make merchantable and to remove within six months of the determination of the term hereby granted from any of the said lots before described other than any lot surrendered under the immediately foregoing paragraph (as to which the removal herein referred to may be made only prior to such surrender) the peat and peat moss which shall have been cut or got out during the said term and also any articles in the nature of tenant's and trade fixtures which the lessee may by law be entitled to remove it being understood and agreed by the lessee that all such articles not so removed shall immediately become the property of the lessor, but it is hereby agreed that buildings appurtenant to the operation such as drying or storing sheds, factories,

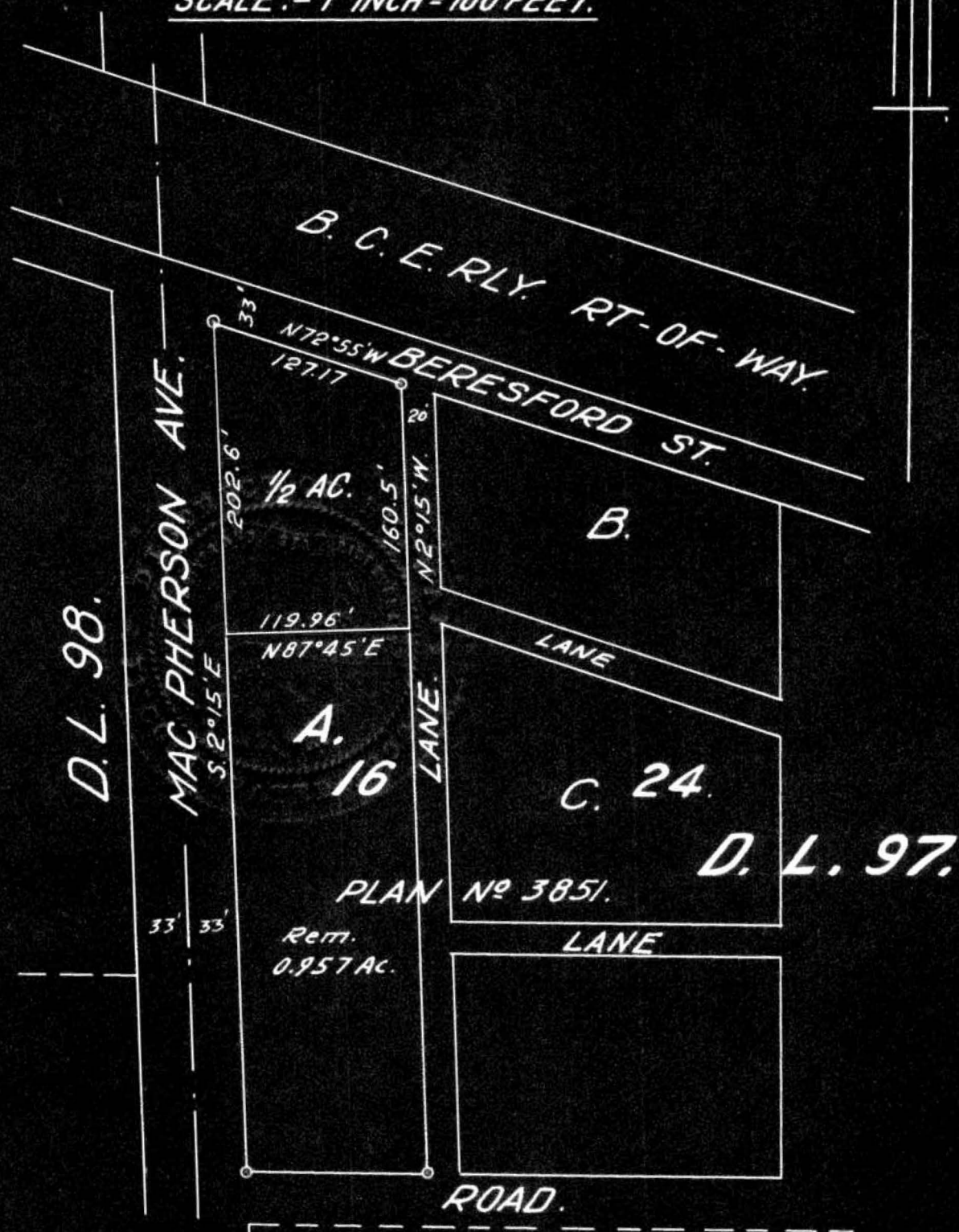
watchman's cabin or house, and office building (which are the only type of buildings presently contemplated as to be free from municipal taxes) and water pipes shall not be removable by the lessee.

AND the lessor DOTH HEREBY COVENANT with the lessee that if the lessee, his successors or assigns shall be desirous of renewing this lease of the said lands and premises for a further term of ten years from the expiration of the said term hereby demised and if so desiring shall prior to the expiration of the said last mentioned term give to the lessor at the office of its Clerk for the time being six months previous notice in writing and shall pay the rent hereby reserved and observe and perform the several covenants and agreements herein contained on the part of the lessee to be observed and performed up to the expiration of the said term hereby demised the lessor will upon the request and at the expense of the lessee forthwith execute and deliver to the said lessor a renewed lease of the said lands and premises or such part of them not surrendered as before provided, for the further term of 10 years at the same yearly rent per acre as is payable hereunder for the last year of the term hereby demised and payable quarterly in advance as before provided for the said term, and subject to the same covenants, provisions and agreements as are herein contained save this present covenant.

AND THE LESSOR HEREBY COVENANTS with the lessee, that the lessee not being in default in any manner under this indenture shall, at any time or times during the term hereby granted or any renewal thereof upon giving the lessor one month's notice in writing, have the option to purchase any or all of the said lots not surrendered as hereinbefore provided, at the price of fifty dollars per acre payable in cash or on such terms as may be mutually arranged between the parties hereto.

PLAN OF A PORTION OF BLOCK "A," OF
BLOCKS 16 AND 24, D.L. 97, GROUP 1,
NEW WESTMINSTER DISTRICT.
ACCORDING TO PLAN NO 3851, DEPOSITED.

SCALE: - 1 INCH = 100 FEET.



Corporation of the District of Burnaby.

Commissioner.

Clerk.

Certified correct according to
Land Registry Office Records.

Dated this 1st. day of
April, 1941

Geoffrey K. Burnett. B.C.L.S.

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



A. W. Gray
DEPUTY CLERK, EXECUTIVE COUNCIL

Certified Copy of a Minute of the Honourable the Executive
Council, approved by His Honour the Lieutenant-
Governor on the 26th day of November, A.D. 1940.
1940.

TO HIS HONOUR
THE LIEUTENANT-GOVERNOR IN COUNCIL:

The undersigned has the honour to recommend

THAT pursuant to the provisions of Section 508 of the "Municipal Act", being Chapter 199 of the "Revised Statutes of British Columbia, 1936", By-law No. 1714, of The Corporation of the District of Burnaby, known and cited for all purposes as the "John Freer Lease By-law 1940", be approved in the form of By-law attached hereto:

AND THAT a certified copy of this Minute, if approved, be transmitted to R. Bolton, Acting Commissioner of the said Corporation, at Edmonds, B.C.

DATED this 26th day of November, A.D. 1940.

"A. W. GRAY"

Minister of Municipal Affairs.

APPROVED this 26th day of November, A.D. 1940.

"T. D. PATTULLO"

Presiding Member of the Executive Council.