

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1727

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 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 Burn-
aby, 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
Lot numbered Twenty seven (27), District Lot numbered One hundred
and fifty five "B" (155B), Group One (1), New Westminster District,
according to Map or Plan deposited at the Land Registry Office
in the City of New Westminster, Province aforesaid, numbered 1248
and comprising 4.88 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 1941."

DONE AND PASSED on the Twenty sixth (26th) day of February A.D. 1941.

RECONSIDERED AND FINALLY PASSED this Fifth (5th) day of March, A.D. 1941.



J. G. Galt

ACTING COMMISSIONER.

Charles B. Brown

CLERK.

SCHEDULE "A"

THIS INDENTURE made in duplicate this First day of March, in the year of our Lord, one thousand nine hundred and forty one.

BETWEEN:

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

OF THE FIRST PART.

A N D:

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 that certain parcel or tract 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 Lot Twenty Seven (27), District Lot numbered One hundred and fifty five "B" (155B), Group One (1), New Westminster District, according to a map or plan deposited at the said Land Registry Office numbered 1248 and comprising 4.88 acres more or less, from the 1st day of March, 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 twenty four dollars and forty cents (\$24.40) being at the rate of Five (\$5.00) dollars per acre payable on the said 1st day of March, 1941 for the year then commencing; the sum of \$29.28 being at the rate of Six dollars per acre for the year commencing 1st day of March, 1942 payable

quarterly in advance during the said year; the sum of Thirty four dollars and sixteen cents (\$34.16) for the year commencing 1st March, 1943, payable quarterly in advance during the said year and the said sum of Thirty four dollars and sixteen cents (\$34.16) 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 re-entry on non-payment of rent or non-observance or non-performance of any of the covenants and provisoes 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, superintendance and direction of the Engineer of the lessor as to ditches or water courses on or about such roads and ways:

(5) Generall 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 ending the 28th day of February, 1942, the lands and premises hereby demised:

(7) To make merchantable and to remove within six months of the termination of the term hereby granted from the land hereby demised 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 for a 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 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 ~~there~~ thereof upon giving the lessor one month's notice in writing, have the option to purchase the said

demised lands and premises at a price of fifty dollars per acre payable in cash or on such terms as may be mutually arranged between the parties hereto.

It is agreed and understood that these presents shall inure to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns as though the words "heirs, executors, administrators and assigns" had been inscribed in all proper and necessary places.

Wherever the singular or masculine are used in this document the same shall be deemed to include the plural or the feminine or the body corporate or politic where the context or the parties so require.

IN WITNESS WHEREOF these presents have been executed by the parties hereto the day and year first above written.

THE CORPORATE SEAL
of the lessor was hereunto
affixed in the presence of
)
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)
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COMMISSIONER

CLERK.

SIGNED SEALED AND DELIVERED)
by the lessee in the
presence of
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THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

F. Hurley
FOR DEPUTY CLERK, EXECUTIVE COUNCIL

File 1673

Certified Copy of a Minute of the Honourable the Executive
Council, approved by His Honour the Lieutenant-
Governor on the 18th day of March, A.D. 1941.
367.

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. 1727, of The Corporation of the District of Burnaby, known and cited for all purposes as the "John Freer Lease By-law 1941", 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 18th day of March, A.D. 1941.

"A. W. GRAY"

Minister of Municipal Affairs.

APPROVED this 18th day of March, A.D. 1941.

"T. D. PATTULLO"

Presiding Member of the Executive Council.