

1673

CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1872.

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 City of Vancouver 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 the Municipal Council of the Corporation is
authorized by the provisions of the "Burnaby Peat Leases Validation
Act" being Chapter 69 of the 1945 Statutes of British Columbia to
enter into a lease in favour of the said John Freer of the lands
and premises hereinafter mentioned upon the terms and conditions
as set forth in the said form of lease and option to purchase here-
inbefore referred to hereto annexed and marked "Schedule A."

THEREFORE the Municipal Council of the Corporation of the
District of Burnaby 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 ALL AND SINGULAR those certain parcels
or tracts of lands and premises situate, lying and being in the
Municipality of Burnaby, in the Province of British Columbia, and
more particularly known and described as Lot 2, 5.23 acre part of
Lot 3 as shown lettered "A" on Sketch deposited and numbered 3276,
Lots 4 and 5, the North half of Lot 7 as shown on Certificate of
Title numbered 155338-E, and Lot 8 all in the subdivision of District
Lot 166A, Group One (1), New Westminster District, according to the
registered map or plan deposited in the Land Registry Office at the
City of New Westminster, Province aforesaid, and numbered 524 and

comprising 44 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. Forthwith, upon the passage and registration of this By-law 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.

3. This By-law may be cited as "JOHN FREER LEASE AUTHORIZATION BY-LAW 1945."

DONE AND PASSED this Fourteenth (14th) day of May, A.D. 1945.

RECONSIDERED AND FINALLY ADOPTED this Twenty first (21st) day of May, A.D. 1945.



G. Morrison
REEVE

Charles B. Brown
CLERK.

SCHEDULE "A"

THIS INDENTURE made in duplicate this 14th day of May,
in the year of our Lord, one thousand nine hundred and forty five.

BETWEEN:

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

OF THE FIRST PART.

AND:

JOHN FREER of 2035 Barclay Street, in the City
of Vancouver in the 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 those
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 Lot 2, 5.23 acre
part of Lot 3 as shown lettered "A" on sketch deposited and numbered
3276, Lots 4 and 5, the North half of Lot 7 as shown on Certificate
of Title numbered 155338-E, and Lot 8, all in the subdivision of
District Lot 166A, Group 1, New Westminster District, according to
the registered map or plan deposited in the Land Registry Office at
the City of New Westminster, Province aforesaid, and numbered 524
comprising in all approximately 44 acres more or less from the Twenty
first day of May, Nineteen hundred and forty five for the term of ten
years thence ensuing yielding therefor during the said term rent as
follows:- the sum of Two hundred and twenty (\$220.00) dollars, being
at the rate of Five (\$5.00) dollars per acre payable on the said
Twenty first (21st) day of May, 1945 for the year then commencing;
the sum of Two hundred and sixty four (\$264.00) dollars, being at
the rate of Six (\$6.00) dollars per acre for the year commencing

21st May, 1946, payable quarterly in advance during the said year; the sum of Three hundred and eight (\$308.00) dollars for the year commencing 21st May, 1947, payable quarterly in advance during the said year and the said sum of Three hundred and eight (\$308.00) dollars 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 unreasonable withheld;

PROVISO for re-entry or 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 said 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 1945, 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 ten 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,

except as to the West 5 acres of said Lot 5 and the West 2.4 acres of said North half of Lot 7 for which the price shall be one hundred dollars per acre - all the said prices to be 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 enure 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

(G. A. Morrison)

REEVE

(Charles B. Brown)

CLERK

SIGNED, SEALED AND DELIVERED
by the lessee in the presence
of

L. S. Freer
208/744 Hastings Street West,
Vancouver, B. C.

(J. Freer)

Barrister-at-Law