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1714

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1989

A BY-LAW to authorize the execution of a lease of portion of District Lots 209 and 210, Group 1, N.W.D. in the Municipality of Burnaby to the British Columbia Electric Company Limited.

WHEREAS by By-law No. 1772 of the Corporation lands and premises described as Block 8 of subdivision of District Lots 209/210, Map No. 1037 were together with other lands dedicated for Park purposes:

AND WHEREAS under the provisions of Section 333A of the Municipal Act a Municipal Council may from time to time make by-laws for leasing portions of any park or pleasure ground.

AND WHEREAS the British Columbia Electric Company Limited has requested the Corporation to grant to them a lease of the under-mentioned lands

AND WHEREAS the Council of The Corporation of the District of Burnaby deem it expedient and advisable to lease the said lands to the said British Columbia Electric Company Limited.

THE MUNICIPAL COUNCIL of The Corporation of the District of Burnaby ENACTS as follows:

1. Authority is hereby given to the Reeve and Clerk of the Corporation of the District of Burnaby to sign and execute and affix the Corporate seal to and give delivery to the British Columbia Electric Company Limited therein named of an Indenture of Lease between The Corporation of the District of Burnaby and the said British Columbia Electric Company Limited of ALL AND SINGULAR those certain parcels or tracts of land situate lying and being in the Municipality of Burnaby in the Province of British Columbia and more particularly known and described as

(1) The North Two hundred (200) feet of part four decimal two hundred and thirty nine one thousandths (4.239) acres more or less of Lot Eight (8) of Lots Two Hundred and Nine (209) and Two hundred and Ten (210), Group One (1), Map 1037, as shown outlined in Red on Sketch deposited number Two thousand four hundred and sixty eight (2468) and assigned the letter "B"

and

(2) The north Two hundred (200) feet of part four decimal two hundred and thirty-two one thousandths (4.232) acres more

or less of Block Eight (8) of Lots Two hundred and Nine (209) and Two hundred and Ten (210) Group One (1), Map 1037 as shown outlined Red on Sketch deposited No. 974,

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 shall not be finally passed except by an affirmative vote of three-fourths of all the members of the Council and until after the Council has held a hearing thereon, of which a notice stating the time and place of hearing has been published by insertion in not less than two consecutive issues of a newspaper circulated in the Municipality, so that the last of such insertions shall appear not less than three days before the date fixed for the hearing.

3. This By-law may be cited as "BARNET MOUNTAIN PARK LEASE AUTHORIZATION BY-LAW 1948".

DONE AND PASSED in Open Council this Twenty-third (23rd) day of February, A.D. 1948.

RECONSIDERED AND FINALLY PASSED by an affirmative vote of three fourths of all the members of the Council on the Eighth (8th) day of March, A.D. 1948.



Gatnorrison

REEVE

Charles B. Brown

CLERK

SCHEDULE "A".

6603
THIS INDENTURE made in *triplicate* the *5th* day of *April* ~~March~~ in the year of Our Lord one thousand nine hundred and forty-eight.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
(hereinafter called "the Lessor")

OF THE FIRST PART,

AND:

BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY,
LIMITED of 425 Carrall Street, in the City
of Vancouver, Province of British Columbia,
(hereinafter called "the Lessee")

OF THE SECOND PART.

WITNESSETH:

1. That the Lessor doth demise unto the Lessee, its successors and assigns, ALL AND SINGULAR those certain parcels or tracts of land (hereinafter called "the land") situate lying and being in the Municipality of Burnaby in the Province of British Columbia and more particularly known and described as

(1) The north Two hundred (200) feet of part four decimal two hundred and thirty-nine one thousandths (4.239) acres more or less of Lot eight (8) of Lots Two hundred and nine (209) and Two hundred and ten (210), Group One (1), Map 1037, as shown outlined in Red on sketch deposited numbered two thousand four hundred and sixty-eight (2468) and assigned the letter "B", and

(2) The north Two Hundred (200) feet of part four decimal two hundred and thirty-two one thousandths (4.232) acres more or less of Block eight (8) of Lots Two hundred and nine (209) and Two Hundred and ten (210), Group One (1), Map 1037, as shown outlined Red on Sketch deposited No. 974,

for the term of twenty (20) years commencing on the first day of February 1948, YIELDING AND PAYING therefor annually during the said term the rent of Fifty (\$50.00) dollars plus an amount equivalent

to the then current annual taxes, which, if the land were owned by the Lessee, would be payable to the Lessor in respect of any improvements which the Lessee shall have erected on the land, the said rent to be payable in advance on the first day of February in each and every year during the term hereof, the first such payment to be made on the first day of February one thousand nine hundred and forty-eight.

2. That the Lessee covenants and agrees with the Lessor:

(a) That it will, during the said term, pay unto the Lessor the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever.

(b) That it will not during the said term assign, transfer, or set over, or otherwise, by any act or deed, procure the land or the term hereby granted, to be assigned, transferred, or set over, unto any person or persons whomsoever, (other than a trustee for the holders of bonds issued by the Lessee) without the consent in writing of the Lessor, its successors or assigns first had and obtained.

(c) That it will not during the said term sublet the land or any part thereof to any person or persons (other than a trustee for the holders of bonds issued by the Lessee) without the consent in writing of the Lessor, its successors or assigns first had and obtained.

(d) That it will, at the expiration or other sooner determination of the said term peaceably surrender and yield up the land unto the Lessor.

(e) That it will not carry on any business that shall be deemed a nuisance on the land.

(f) That it will carry out construction of any buildings or structures to be erected by it on the land in a manner reasonably satisfactory to the Municipal Engineer of the Lessor.

(g) That it will at its own expense do any work which it may consider necessary in order to provide it with road access to the land for construction purposes.

3. That the Lessor covenants and agrees with the Lessee:

(a) That the Lessee, paying the rent hereby reserved, and performing the covenants hereinbefore on its part contained, shall and may peaceably possess and enjoy the land for the term hereby granted, without any interruption or disturbance from the Lessor, or any other person or persons lawfully claiming by, from, or under it.

(b) That the Lessee shall have the right at any time or times before a date ninety (90) days after the expiration or other termination of this Lease to remove all or any of the buildings, structures and equipment erected or built or brought on the land by it and failing removal by it within the time so specified such buildings, structures and equipment shall become the absolute property of the Lessor; provided that the Lessee shall make good any damage to the land or any part thereof by such removal.

4. PROVIDED always, and it is expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen days after any of the days on which the same ought to have been paid (although no formal demand shall have been made thereof), or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the Lessee, then and in either of such cases it shall be lawful for the Lessor, at any time thereafter, into and upon the premises or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess, and enjoy as of its former estate, anything herein contained to the contrary notwithstanding.

5. THAT IT IS ALSO AGREED by and between the parties hereto 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.

6. PROVIDED always and it is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from year to year.

7. THAT THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the said parties have caused these presents to be executed.

The Corporate Seal of the
Lessor was hereunto affixed
in the presence of:

G. A. Morrison

Reeve.

Charles B. Brown

Clerk

The Common Seal of the
Lessee was hereunto affixed
in the presence of:

E. W. Arnott

APPROVED

DIRECTOR

A.B.R.
SOLICITOR

J. A. Brice

APPROVED

SECRETARY

T.I.
Vice-Pres. & Chief Engineer.

Mar. 30, 1948.