

CITY OF BURNABY

BYLAW NO. 10001

A BYLAW to authorize the granting of a lease of certain City owned property to the Board of School Trustees of School District No. 41 (Burnaby)

The Council of the City of Burnaby ENACTS as follows:



1. This Bylaw may be cited as **BURNABY LEASE AUTHORIZATION BYLAW NO. 1, 1994.**
2. The Council is hereby authorized and empowered to lease City owned property legally described a Portion of Lot 2, Block G, District Lot 188, Group 1, New Westminster District, Plan 15301 to the Board of School Trustees of School District No. 41 (Burnaby) in the form of lease hereunto annexed as Schedule "A" (hereinafter called the "said lease").
3. The City Clerk is hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this 17th day of January 1994

Read a second time this 17th day of January 1994

Read a third time this 17th day of January 1994

RECONSIDERED AND ADOPTED THIS 24th DAY OF JANUARY 1994


MAYOR

CLERK

THIS INDENTURE made as of the 1st day of November, 1993.

BETWEEN:

THE CITY OF BURNABY
4949 Canada Way, Burnaby, B.C.
V5G 1M2

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 41 (BURNABY)
5325 Kincaid Street, Burnaby, B.C.
V5G 1W2

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSETH:

1. That in consideration of the terms, covenants and conditions hereinafter contained on the part of the Lessee to be paid, observed and performed the Lessor doth hereby lease unto the Lessee those lands (hereinafter called the "lands") situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as a Portion of Lot 2, Block G, District Lot 188, Group 1, New Westminster District, Plan 15301, shown outlined in red on the sketch plan attached hereto.

TO HAVE AND TO HOLD the lands unto the Lessee for a period of five years commencing on the 1st day of November, 1993.

YIELDING AND PAYING THEREFOR unto the Lessor the clear annual rent of One (\$1.00) Dollar in advance on the 1st day of November, 1993.

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, during the said term, pay all taxes, rates, duties and assessments whatsoever whether municipal, parliamentary, or otherwise, charged upon the lands or upon any things erected or placed on or affixed to the lands by the Lessee, its servants, agents or licensees.
- (c) That it will pay rates for electric light, gas, water and telephone incurred during the said term in respect of the lands.
- (d) That it will, during the said term, well and sufficiently repair, maintain and keep the lands with the appurtenances in good and substantial repair when, where and so often as need may be.
- (e) That it shall be lawful for the Lessor and its agents, at all reasonable times during the said term, to enter the lands and to examine the condition thereof; and, further, that all wants or reparation which upon such views shall be found, and for the amendment of which notice in writing shall be left at the premises, the Lessee will, forthwith after every such notice, well and sufficiently repair and make good accordingly.
- (f) That it will not assign the lands without leave.
- (g) That it will not sublet the lands without leave.

- (h) That it will leave the lands in good repair.
- (i) That it will not carry on upon the lands any trade or business.
- (j) That it will observe and abide by all bylaws of the Lessor which may be applicable to the lands and the use to which the lands shall be put by the Lessee.
- (k) That it will not carry on or suffer to be carried on any activity upon the lands which may be deemed by the Lessor to constitute a nuisance.
- (l) That it will not permit a lien to be acquired against the lands under the Builders Lien Act.
- (m) That it will not construct, reconstruct, renovate or place any building or structure whatsoever on the lands without the consent in writing of the Lessor first had and obtained.
- (n) That it will at all times indemnify and save harmless the Lessor from and against all claims, demands, loss, costs, liens, damages, actions, suits or other proceedings by whomsoever suffered, made, brought or prosecuted and howsoever caused in any manner based upon, occasioned by or attributable to the execution or performance of these presents or any action taken or thing done by virtue or in consequence thereof or the exercise or purported exercise in any manner of right arising hereunder and whether caused by the negligence of the Lessor, its servants, agents or otherwise.
- (o) That it will not have any claim or demand against the Lessor for detriment, damage or injury of any nature and howsoever caused to the lands or to any structures, improvements, vehicles, materials, supplies, animals, goods, articles,

effects or things at any time erected, brought, placed, made, kept or being upon the lands.

3. Proviso for re-entry by the Lessor on non-payment of rent or non-observance or non-performance of covenants.

4. THAT IT IS ALSO AGREED by and between the parties hereto that if the term hereby granted shall at any time be seized or taken in execution or in attachment by any creditor or 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.

5. 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 month to month and not 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 month to month.

6. That any notice required to be given by the Lessor hereunder may be given by sending the same to the Lessee by registered post at its address hereinbefore given or in care of any of its officers and such notice shall be deemed to have been served on the day of posting.

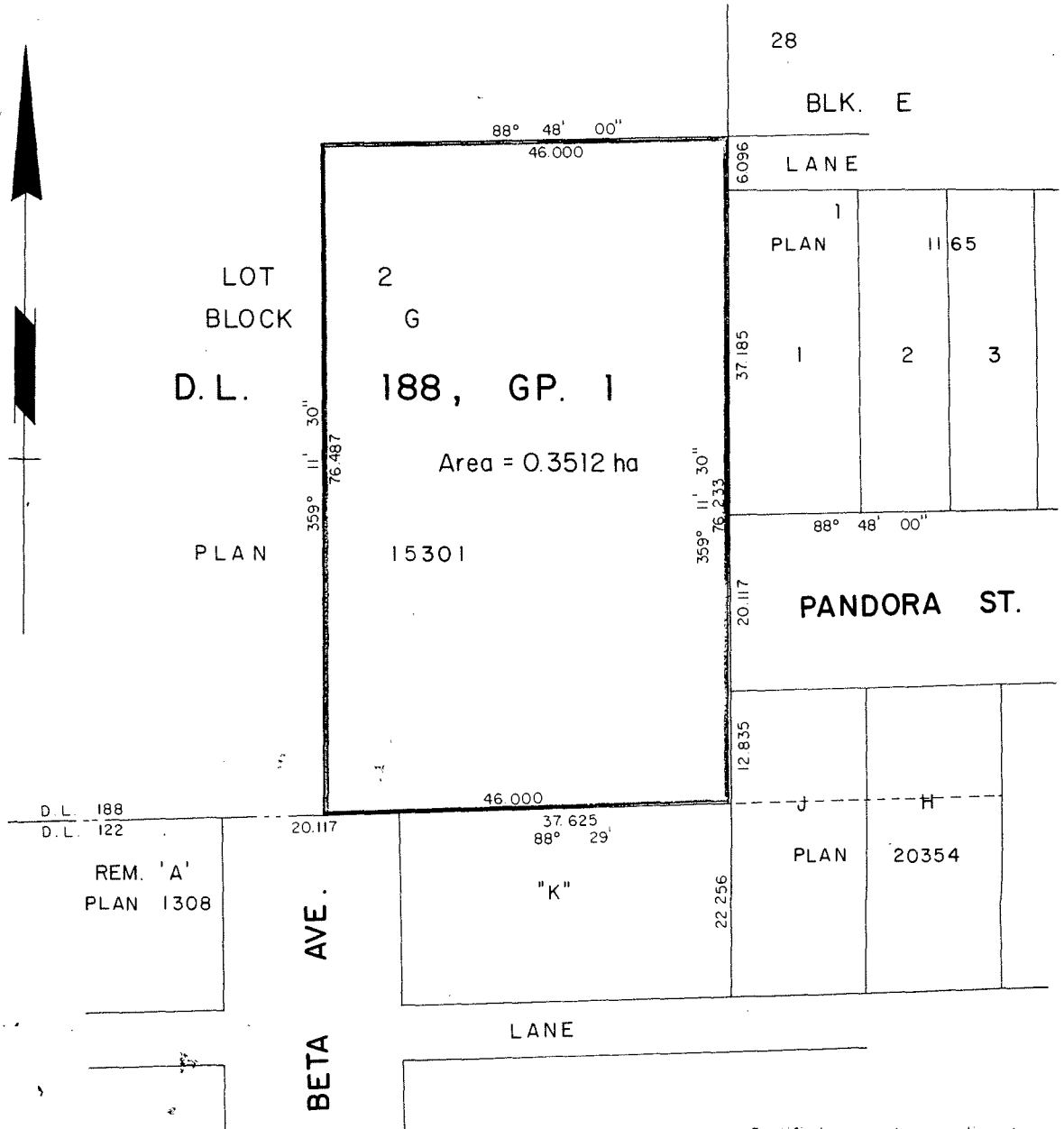
7. That wherever the singular or masculine are used in this Indenture they shall be constructed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

SKETCH PLAN TO ACCOMPANY LEASE AGREEMENT FOR A PORTION
 OF LOT 2, BLOCK 'G', D.L. 188, GP. 1, PLAN 15301,
 NEW WESTMINSTER DISTRICT.

Scale : 1 : 500



Distances are in metres ; areas are in hectares.
 Bearings are astronomic and are derived from plan 20354.



District of Burnaby,
 Engineering Department,
 4949 Canada Way,
 Burnaby, B. C.

File : 83 09 14

Certified correct according to
 Land Title Office records this
 16th day of Sept. 1983

[Signature]
 B.C. L.S.