

CITY OF BURNABY

BYLAW NO. 10035

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. 3, 1994.**
2. The Council is hereby authorized and empowered to lease City owned property at Suncrest Park legally described as Parcel 1 (Plan 9455), Block J, District Lot 150, Group 1, New Westminster District, Plan 6977 to the Board of School Trustees of School District No. 41 (Burnaby) in the form of lease attached hereto 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 18th day of APRIL 1994


Read a second time this 18th day of APRIL 1994

Read a third time this 18th day of APRIL 1994

RECONSIDERED AND ADOPTED THIS 25th DAY OF APRIL

1994.


MAYOR


CLERK

THIS LEASE made and entered into this day of 1993

IN PURSUANCE OF THE "LAND TRANSFER FORM ACT, PART 2"

BETWEEN:

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

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

THE BOARD OF SCHOOL TRUSTEES
FOR SCHOOL DISTRICT #41 (BURNABY)
5325 Kincaid Street
Burnaby, B.C. V5G 1W2

OF THE SECOND PART

WITNESSETH:

1. That in consideration of the rents, covenants and conditions herein respectively reserved and contained, the Lessor does hereby lease unto the Lessee that part of those certain lands situate, lying and being at 3883 Rumble Street in the Municipality of Burnaby, in the Province of British Columbia, more particularly known and described as:

Parcel 1 (Plan 9455), Block J, D.L. 150, Gp1, NWD, Plan 6977

shown outlined in red on the plan attached hereto as Schedule "A" (hereinafter called the "said demised premises").

2. To have and to hold the said demised premises unto the Lessee on a year to year basis commencing on the 1st day of January, 1994 (hereinafter called the "said term").

3. Yielding and paying therefor rent in the amount of One (\$1.00) Dollar per annum during the said term. The rent shall be payable in advance on the 1st day of January in each year of the said term.
4. The Lessee covenants and agrees to pay to the Lessor all property taxes levied against the said demised premises and lawfully payable.
5. The Lessee covenants with the Lessor to pay rent, to pay taxes and to repair, and to keep up fences, and the Lessor may enter and view the state of repair, and the Lessee will repair according to notice, and the Lessee will not assign or sublet and the Lessee shall leave the said demised premises in good repair and the Lessee shall not commit waste.
6. Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants.
7. The Lessor covenants with the Lessee for quiet enjoyment.
8. The Lessee covenants that the said demised premises shall be used only for playground purposes for the students of Suncrest Elementary School during school hours on school days and for the general public at all other times.
9. The Lessee may construct and install on the said demised premises an asphalt pad basketball court and play equipment for intermediate age children as approved by the Lessor but shall not construct or install on the said demised premises any other improvements or equipment without the prior written consent of the Lessor.
10. The Lessee covenants and agrees that it will allow the general public to have access to and use of the said demised premises during such hours and days as Suncrest

Elementary School is not in session, subject to such reasonable rules as the Lessee may from time to time invoke for the general use of the said demised premises.

11. The Lessee covenants and agrees that it shall at all times be responsible for and shall indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits, liens of any kind whatsoever, 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 or maintained by virtue or in consequence hereof, or omitted to be so taken, done or maintained, or the exercise or purported exercise in any manner of rights arising hereunder.

12. The Lessee covenants that the Lessee shall not have any claim or demand against the Lessor for detriment, damage, or injury of any nature and howsoever caused to the said demised premises or to the Lessee's use and occupation thereof or to any property thereon of the Lessee.

13. The Lessee covenants with the Lessor that if the term hereby granted shall at any time be 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 insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, then the current rent shall immediately become due and payable, or if any rent has been paid in advance pursuant to these presents, the same shall immediately become forfeited to the Lessor and the term hereby granted shall at the option of the Lessor to be exercised by notice in writing to the Lessee immediately become forfeited and void.

14. The Lessee covenants with the Lessor that if the rent hereby reserved or any part thereof shall be in arrears for fifteen (15) days whether or not the same shall have been in any

manner demanded, or in case breach or non-observance be made or suffered by the Lessee at any time or times in or in respect of any of the other terms, covenants and conditions in this Lease contained, which, on the part of the Lessee ought to be observed and performed, then and in every of such cases it shall be lawful for the Lessor without judicial inquiry or finding by notice in writing to cancel and determine the Lease herein and to re-enter the said demised premises and the same to have again, repossess and enjoy, and no acceptance of rent subsequent to any breach or non-observance nor any condoning, excusing or overlooking by the Lessor on previous occasions of breaches or non-observances similar to that for which this Lease shall be cancelled and determined shall be taken as a waiver of these conditions or in any defeat or affect the rights of the Lessor hereunder, including those rights arising out of any breach or non-observance by the Lessee antecedent to that for which this Lease shall be cancelled and determined.

15. The Lessee covenants with the Lessor that any improvements or structures constructed or placed on the said demised premises by the Lessee during the term of the said Lease shall be removed by the Lessee within thirty (30) days of the termination of this Agreement and if not so removed by the Lessee may at the option of the Lessor be removed or demolished by the Lessor at the expense of the Lessee.

16. Any notice required to be given hereunder may be effectively given by sending the same by registered post to the Lessor at 4949 Canada Way, Burnaby, B.C. V5G 1M2 and the Lessee at 5325 Kincaid Street, Burnaby, B.C. V5G 1W2, and such notice shall be deemed to have been served on the day following such posting.

17. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Lessor and the heirs, executors and assigns of the Lessee.

IN WITNESS WHEREOF the Lessee and the Lessor have executed this Lease by the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

THE CITY OF BURNABY BY ITS
DULY AUTHORIZED SIGNATORY

Name:

THE BOARD OF SCHOOL TRUSTEES
FOR SCHOOL DISTRICT #41 (BURNABY)
BY THEIR AUTHORIZED SIGNATORIES:



Name:

Name:

