

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3265

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 C.J.O.R. Wired Programs Limited.

WHEREAS by By-law No. 1772 of The Corporation lands and premises described as Block 7 of subdivision of District Lots 209 and 210, Map No. 1037, were together with other lands dedicated for Park purposes.

AND WHEREAS under the provisions of Section 356 of the Municipal Act, R.S.B.C. 1948, a Municipal Council may from time to time make by-laws for leasing portion of any park or pleasure ground.

AND WHEREAS paragraph (3) of said Section 356 provides that every by-law passed pursuant to the said Section authorizing a lease for a longer period than six months shall not be finally passed by the Council except by an affirmative vote of three-fourths of all the members 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.

AND WHEREAS C.J.O.R. Wired Programs Limited has requested the Corporation to grant to them a lease of the undermentioned lands for a period of Ten years.

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 C.J.O.R. Wired Programs Limited.

AND WHEREAS pursuant to the provisions of paragraph (3) of Section 356 aforesaid the Council of The Corporation of the District of Burnaby has held a public hearing, which public hearing was held on the Fifteenth (15th) day of December,

A.D., 1952 after due publication of the required notices in the manner required by law.

AND WHEREAS at the said public hearing no valid objections to the granting of the said lease were made to the Council.

THE MUNICIPAL COUNCIL of The Corporation of the District of Burnaby therefore 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 C. J. O. R. Wired Programs Limited therein named of an Indenture of lease between The Corporation of the District of Burnaby and the said C. J. O. R. Wired Programs Limited of

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being a portion of Block 7 of District Lot 210, Group 1, District of New Westminster, Province of British Columbia, according to Plan 1037 deposited, and being more particularly described as follows:

COMMENCING at the Northeasterly corner of Block 7 aforesaid; thence Southwardly and following the Easterly boundary of said Block 7, 200.0 feet;

thence Westwardly and parallel to the Northerly boundary of Block 7 aforesaid, 200.0 feet to a point;

thence Northwardly and parallel to the Easterly boundary of said Block 7, 200.0 feet to a point on the Northerly boundary of Block 7, aforesaid, said point being 200.0 feet Westwardly of the Northeasterly corner thereof;

thence Eastwardly and following the Northerly boundary of said Block 7, 200.0 feet to the point of commencement and containing by estimation 0.918 of an acre, be the same more or less, as shown on the plan hereunto annexed and thereon outlined in Red Colour.

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

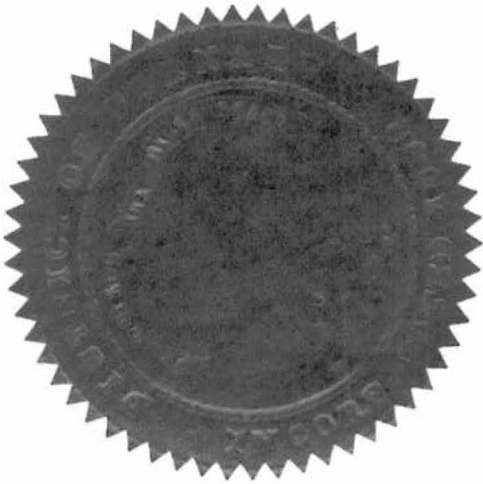
act and deed of the said Corporation.

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 1952."

DONE AND PASSED in Open Council this Fifteenth (15th) day of December, A.D. 1952.

RECONSIDERED AND FINALLY PASSED by an affirmative vote of three-fourths of all the members of the Council on the Twenty-second (22nd) day of December, A.D. 1952.



W. R. Seamus
REEVE

Walter B. Pomeroy
CLERK

SCHEDULE "A"

THIS INDENTURE made in triplicate the _____ day of _____
in the year of Our Lord One thousand nine hundred and fifty-two.

BETWEEN:

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

OF THE FIRST PART.

A N D

C.J.O.R. Wired Programs Limited, a body corporate
duly incorporated under the laws of the Province
of British Columbia, and having its registered office
at Room 304, 717 West Pender 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 that certain parcel or tract of land and premises (hereinafter called "the Land") situate, lying and being a portion of Block 7 of District Lot 210, Group 1, District of New Westminster, Province of British Columbia, according to Plan 1037 deposited, and being more particularly described as follows:

COMMENCING at the Northeasterly corner of Block 7 aforesaid;
thence Southwardly and following the Easterly boundary of said Block 7, 200.0 feet;

thence Westwardly and parallel to the Northerly boundary of Block 7 aforesaid, 200.0 feet to a point;

thence Northwardly and parallel to the Easterly boundary of said Block 7, 200.0 feet to a point on the Northerly boundary of Block 7, aforesaid, said point being 200.0 feet Westwardly of the Northeasterly corner thereof;

thence Eastwardly and following the northerly boundary of said Block 7, 200.0 feet to the point of commencement and containing by estimation 0.918 of an acre, be the same more or less, as shown on the plan annexed to By-law No.3265 of the Corporation, and thereon outlined in red colour.

for the term of Ten (10) years, commencing on the First day of December, 1952, subject to the right of renewal hereinafter set forth and subject, nevertheless, to the proviso for re-entry hereinafter contained, 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 December in each and every year during the term hereof, the first such payment to be made on the First day of December, one thousand nine hundred and fifty-two.

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.

(h) That the said lands hereby demised shall be used for the exclusive purpose of maintaining a Television Receiving Station,

with necessary appurtenant buildings and Antenna only and for no other purpose.

(i) That all buildings erected on the said lands be erected in conformity to the Bylaws of the Corporation of the District of Burnaby and the rules and regulations of the Department of Transport, if any.

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. The Lessor for itself, its successors and assigns, hereby covenant with the Lessee, its successors and assigns that the Lessee shall have the right at any time prior to three calendar months before the end of the term hereby demised to notify the Lessor in writing of the Lessee's intention to call for and require a renewal of this lease for a further period of Ten (10) years to commence from the termination and end of the term hereby demised, and this right of renewal shall extend to and be operative in favour of the Lessee to the end that the Lessee may continue to hold the demised premises at its option for a period of Twenty (20) years from the First day of December, 1952 thence ensuing, and every such renewal shall be upon the same terms and conditions and at a rental to be mutually agreed upon at the time of granting the renewal, provided that in the event of dispute between the parties hereto as to the amount of rental to be charged, the matter shall be referred to arbitration under the provisions of the "Arbitration Act" of the Province of British Columbia.

7. 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 or any extension thereof 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.

8. Any notice required to be served by either party hereto upon the other of them shall be well and effectually served if sent by registered post addressed to the Clerk of the Corporation at its address aforesaid or to the registered office of the Company, as the case may require.

9. 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.

REEVE

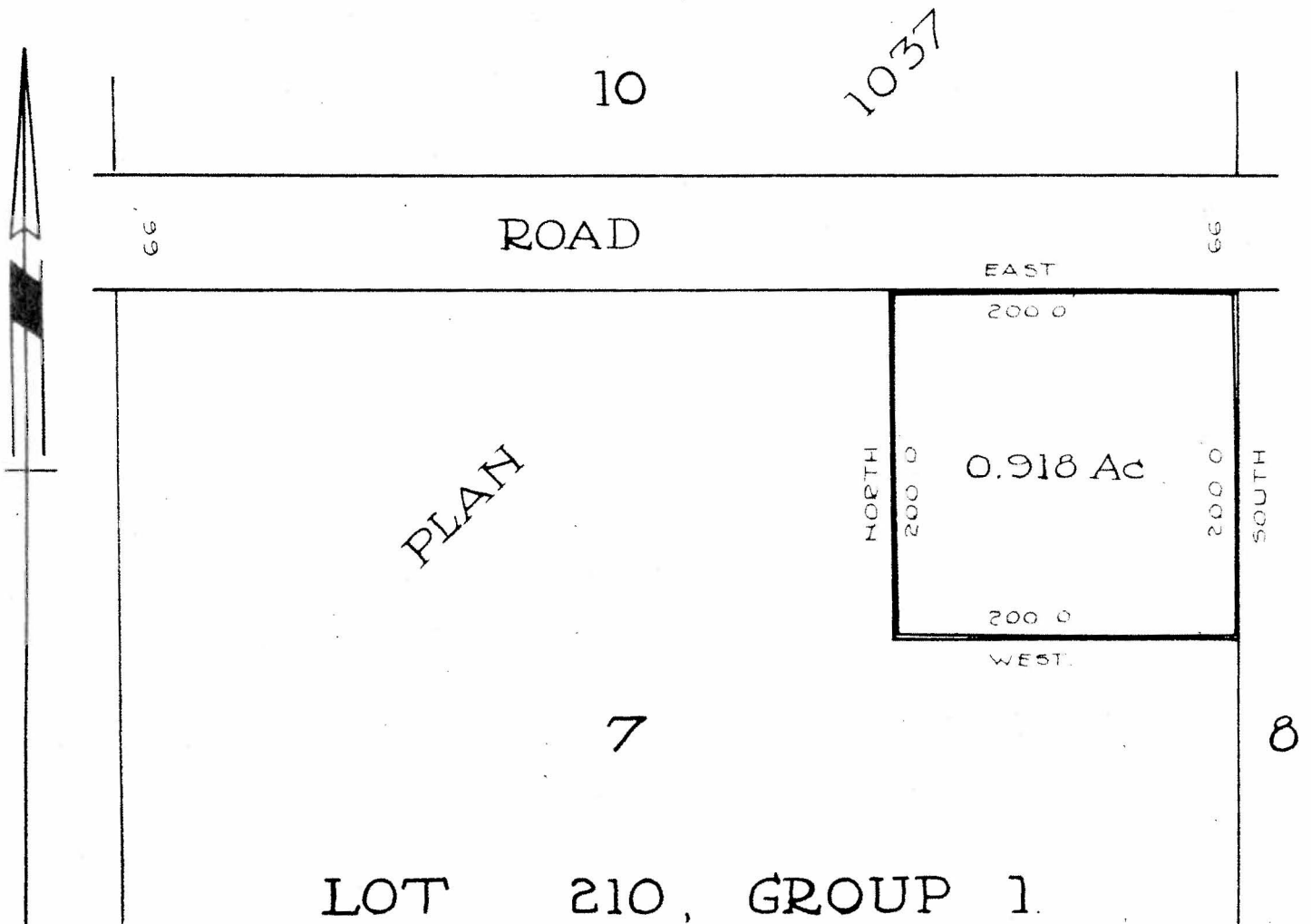
CLERK

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

PLAN OF A PORTION OF BLOCK 7,
OF LOT 210, GROUP 1,
NEW WESTMINSTER DISTRICT
ACCORDING TO PLAN 1037.

SCALE - 1 INCH = 100 FEET.

Note :- Bearings are referred to Meridian of Plan 1037



THE CORPORATION OF THE DISTRICT OF BURNABY

Certified correct according to
 Land Registry Office Records
 Dated this 6th day of
 December 1952.

David H. Bussett B.C.L.S.

 Reeve

 Clerk

Approved under the Land Registry Act
 Dated this _____ day of _____ 195__

Burnett McQueen & Hunter,
Engineers and Surveyors
New Westminster, B.C.

 Approving Officer