

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3671

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to The Governing Council of the Salvation Army Canada West.

WHEREAS the Municipal Council may absolutely lease any of the corporate property for any term not exceeding twenty years.

AND WHEREAS The Corporation of the District of Burnaby is the owner of those lands hereinafter described.

NOW THEREFORE the Municipal Council of The Corporation of the District of Burnaby in open meeting assembled ENACTS as follows:

1. The Municipal Council of The Corporation of the District of Burnaby is hereby authorized and empowered to demise and lease unto The Governing Council of the Salvation Army Canada West for the term of twenty (20) years those municipally-owned lands more particularly known and described as Part of Blocks ten (10) and eleven (11) of District Lot ninety-four (94) as shown on sketch no. 895 deposited, SAVE AND EXCEPT the northerly ten (10') feet thereof, yielding and paying therefor the clear annual rent or sum of Two hundred and forty (\$240.00) dollars.

2. The Reeve and Clerk are hereby authorized and empowered to execute the said lease, in the form hereto attached as Schedule "A", signing the same and affixing the corporate seal thereto.

3. This By-law may be cited for all purposes as "SALVATION ARMY LEASE AUTHORIZATION BY-LAW 1956".

DONE AND PASSED in Open Council this Sixteenth  
(16th) day of January, 1956.

RECONSIDERED AND FINALLY PASSED this Twenty-fourth  
(24th) day of August, 1956.

*W. H. Phipps*  
ACTING REVERE

*J. H. Shaw*  
DEPUTY CLERK.

I, John H. Shaw, Deputy Clerk of  
The Corporation of the District of  
Burnaby, do hereby certify the  
foregoing to be a true copy of a  
By-law passed by the Council for  
The Corporation of the District of  
Burnaby on the Twenty-fourth (24th)  
day of August, 1956.

*J. H. Shaw*  
.....  
DEPUTY CLERK.

SCHEDULE "A"

THIS INDENTURE made and entered into this Thirtieth  
(30th) day of June, 1955.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Lessor")

OF THE FIRST PART,

A N D:

THE GOVERNING COUNCIL OF THE SALVATION ARMY  
CANADA WEST, a body corporate, duly incorp-  
orated by act of the Parliament of Canada,  
and having an office at 301 East Hastings  
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 those lands  
situate, lying and being in the Municipality of Burnaby,  
Province of British Columbia and more particularly here-  
inafter described.

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That in consideration of the rents, covenants and  
conditions herein respectively reserved and contained,  
the Lessor doth lease unto the Lessee, ALL AND SINGULAR  
that certain parcel or tract of land situate, lying and  
being in the Municipality of Burnaby, in the Province of  
British Columbia, and more particularly known and des-  
cribed as part of Blocks ten (10) and eleven (11) of  
District Lot ninety-four (94) as shown on sketch no. 895  
deposited, SAVE AND EXCEPT the northerly ten (10') feet  
thereof (hereinafter called "the said demised premises").
2. TO HAVE AND TO HOLD the said demised premises unto  
the Lessee for the term of twenty (20) years commencing  
on the First (1st) day of July, 1955.

3. YIELDING AND PAYING THEREFOR without any deductions, defalcations or abatements of any kind, the clear annual rent or sum of Two Hundred and Forty (\$240.00) Dollars payable in advance on or before the execution of these presents and thereafter on the Second (2nd) day of July in each year during the currency hereof.

4. The Lessee covenants with the Lessor to pay rent and water rates; and to repair; and to keep up fences, and that the Lessor may enter and view state of repair and that the Lessee will repair according to notice; and that the Lessee will not assign or sublet without leave; and that the Lessee will leave the premises in good repair.

5. PROVIDED that the Lessee may remove his fixtures.

6. PROVISIO 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 with the Lessor to observe and abide by all by-laws of The Corporation of the District of Burnaby which may be applicable to the said demised premises and that the Lessee will not carry on any business or activity or suffer to be carried on any business or activity, on the said demised premises which shall be deemed by the Lessor to constitute a nuisance.

9. The Lessee covenants at all times to be responsible for and to indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, liens, 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 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.

10. 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 buildings, structures, erections, improvements, motor or other vehicles, materials, supplies, goods, articles, effects, or things at any time erected, brought, placed, made or being upon the said demised premises.

11. It is hereby understood, covenanted and agreed by and between the parties hereto that the Lessee has purchased the existing buildings situate upon the said demised premises from Douglas Victor Manley, Engineer, of 2195 West 46th Avenue, in the City of Vancouver, Province of British Columbia, and that the Lessee shall have the right, if not in default hereunder, to remove the said buildings at any time prior to the expiration, by effluxion of time, of the term hereby granted or within thirty (30) days hereafter; provided, however, that all of the said buildings not so removed shall be and become fixtures and become part of the land and shall belong to the Lessor.

12. 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 from year to year, and shall be subject to the covenants and conditions herein contained so far as same may be applicable to a tenancy from month to month, and shall be determined by one month's notice



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THE CORPORATION OF THE DISTRICT OF  
BURNABY

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"SALVATION ARMY LEASE AUTHORIZATION  
BY-LAW 1956."

DATED:



th,

1956