

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 4019

A BY-LAW to authorize the lease of certain municipally-owned lands.

The Municipal Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This By-law may be cited as "BURNABY LEASE AUTHORIZATION BY-LAW NO. 1, 1959."
2. The Municipal Council of The Corporation of the District of Burnaby is hereby authorized and empowered to lease unto The Trustees for the time being of the Congregation of Saint Paul's United Church of Canada those lands and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia and more particularly known and described as Lot 3, south half, Blocks 34 to 36, District Lot 35, Group 1, New Westminster District, Plan 1370, for the term of five years commencing on the 1st day of December 1958 upon the terms, covenants and conditions more particularly set forth in the Indenture of Lease dated the 28th day of November 1958 annexed hereto and marked with the letter "A".
3. The Reeve and Clerk are hereby authorized and empowered to execute the said Lease on behalf of the Municipality and affix the corporate seal thereto.

Read a first time this 12th day of January, 1959.


Read a second time this 12th day of January, 1959.

Read a third time this 12th day of January, 1959.

Reconsidered and adopted this 19th day of January,

1959.


H E E V E.


C L E R K.

I, Charles B. Brown, 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 19th day of January, 1959.



CLERK.

SCHEDULE "A"

THIS INDENTURE made and entered into this 28th day of November, 1958.

"IN PURSUANCE OF THE SHORT FORM OF LEASES ACT"

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Lessor")

OF THE FIRST PART,

A N D:

ERNEST Y. MAITLAND, Clerk, of 4450 Halley Avenue,
HUBERT E. FARBER, Clerk, of 4937 Patterson Avenue,
DUNCAN A. JAMIESON, Retired, of 4708 Inman Avenue,
LILLIAN MARGARET CASANOVA, Housewife, of 3723
Forest Street, all of the Municipality of Burnaby, in the Province of British Columbia,
Trustees of the Congregation of Saint Paul's United Church of Canada.

(hereinafter called the "Lessee")

OF THE SECOND PART,

1. WITNESSETH 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 and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as Lot 3, south half, Blocks 34 to 36, District Lot 35, Group 1, New Westminster District, Plan 1370.
2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of five years, commencing on the 1st day of December 1958 and ending on the 30th day of November, 1963. Provided that the Lessor may determine the said lease upon one months notice in writing to the Lessee at any time after the said demised premises can be connected to a municipal sanitary sewer.
3. YIELDING AND PAYING THEREFOR the annual rent or sum of one (\$1.00) dollar payable in advance on or before the execution of these presents and thereafter on the 1st day of December in each year during the said term.

4. The Lessee covenants with the Lessor to pay rent; and notwithstanding that the said demised premises are owned by a municipality and notwithstanding anything in any law or statute contained to the contrary, to pay taxes on the due date, and a proportionate share of taxes for 1958 in advance on or before the execution of these presents; and to repair and 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. PROVISIO FOR RE-ENTRY by the Lessor on non-payment of rent or taxes or non-performance of covenants.

6. The Lessor covenants with the Lessee for quiet enjoyment.

7. The Lessee covenants with the Lessor to use the said demised premises as a parking lot in connection with Saint Paul's United Church of Canada and the Lessee further 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.

8. 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, 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 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 herefrom.

9. 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 in writing.

10. Any notice required by these presents may be sent by registered mail by the Lessor to the Lessee in care of any of the said Trustees heretofore named and such notice shall be deemed to have been served and delivered on the day next following such posting.

11. Wherever the singular or the masculine is used in this indenture, it shall be deemed to include the plural or the feminine or the body politic or corporate; also the parties hereto shall be deemed to include the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them.

IN WITNESS WHEREOF the Lessor has caused these presents to be sealed with its corporate seal and signed by the Reeve and Clerk and the Lessee has caused these presents to be sealed with its corporate seal and signed by its proper officers duly authorized in that behalf on the day and year first above written.

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

REEVE.

CLERK.

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

THE CORPORATION OF THE DISTRICT OF
BURNABY

BY-LAW NO. 4019

"BURNABY LEASE AUTHORIZATION BY-LAW
NO. 1, 1959."

DATED: January 19th 1959