

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 4020

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. 2, 1959."
2. The Municipal Council of The Corporation of the District of Burnaby is hereby authorized and empowered to lease unto The Board of School Trustees of School District No. 41 (Burnaby) 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 Block 1, District Lot 156, Group 1, New Westminster District, Plan 1030, for the term of twenty years commencing on the 1st day of January 1959 upon the terms, covenants and conditions more particularly set forth in the Indenture of Lease dated the 6th day of January 1959 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.

C. F. E...
R E E V E.

Charles B. Brown
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.

Charles B. Brown

CLERK.

THIS INDENTURE made and entered into this 6th day
of January, 1959.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Lessor")

OF THE FIRST PART,

A N D:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
No. 41 (BURNABY), of 6285 McKay Avenue in the
Municipality of Burnaby, in the Province of
British Columbia.

(hereinafter called the "Lessee")

OF THE SECOND PART,

WITNESSETH:

1. The Lessor, in consideration of the rents, covenants and conditions hereinafter reserved and contained on the part of the Lessee to be paid, performed and observed, does hereby demise and 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 Block 1, District Lot 156, Group 1, New Westminster District, Plan 1030, (hereinafter called "the said demised premises"), to have and to hold the said demised premises unto the Lessee for the term of twenty (20) years commencing on the 1st day of January 1959, yielding and paying therefor the clear annual rent or sum of one dollar payable in advance on or before the execution of these presents and thereafter on the 2nd day of January in each year during the currency hereof.
2. The Lessee covenants with the Lessor to pay rent 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.

3. PROVISION TO RE-ENTER by the Lessor on non-payment of rent or non-performance of covenants.

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

5. The Lessee covenants with the Lessor to develop and use the said devised premises as a school playground and to observe and abide by all by-laws of The Corporation of the District of Burnaby which may be applicable to the said devised 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 devised premises which shall be deemed by the Lessor to constitute a nuisance.

6. It is hereby agreed, covenanted and understood by and between the parties hereto that notwithstanding anything in these presents contained the Lessor by its Parks and Recreation Commission

(a) may, for pleasure, recreation or community uses of the public, make such improvements to the said devised premises as shall not substantially restrict the use of the said devised premises as a school playground, and

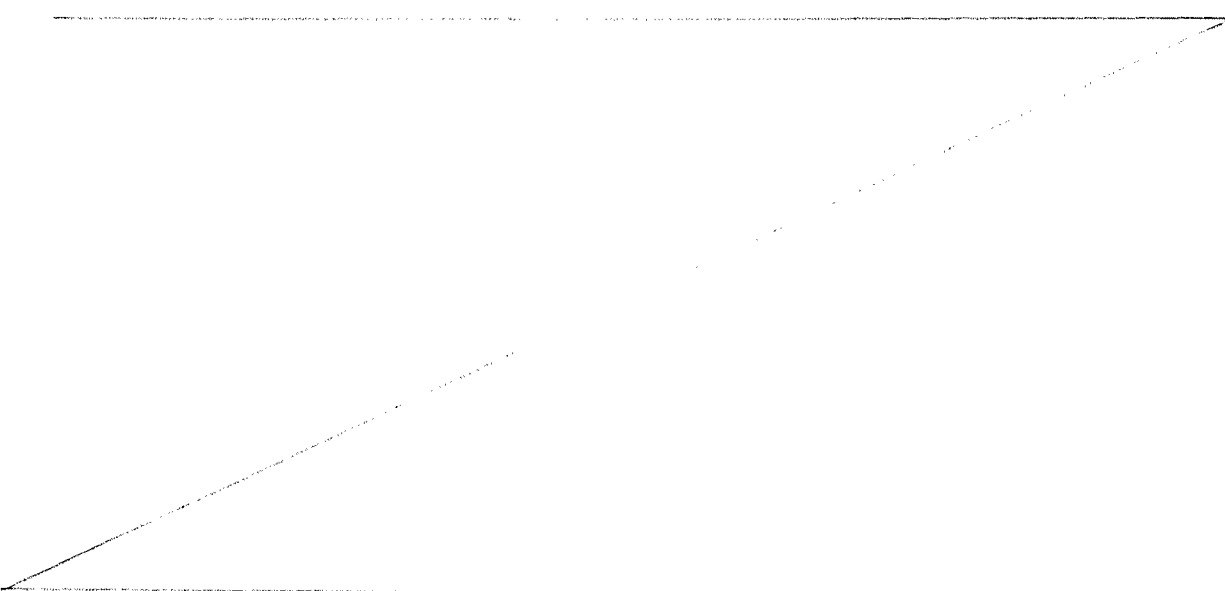
(b) may use the said devised premises when the same are not in use as a school playground for pleasure, recreation or community uses of the public.

7. 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.

8. The Lessee covenant 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 devised 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 devised premises.

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. 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. 4020

"BURNABY LEASE AUTHORIZATION BY-LAW
NO. 2, 1959."

DATED: January 19th 1959