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THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 4051

A BY-LAW to authorize the surrender of a lease of Central Park and the acquisition of a new lease of Central Park jointly with the City of Vancouver.

WHEREAS pursuant to the Central Park Act, being Chapter 7 of the Statutes of British Columbia 1921 (Second Session), His Majesty the King in right of the Province of British Columbia by Indenture dated the 19th day of June 1922 did demise and lease unto The Corporation of the District of Burnaby as Lessee for the term of 99 years, in consideration of the annual rent of one dollar, that portion of certain reserved lands known as Central Park, more particularly described in the said Indenture and in the Schedule annexed to the said Act, for the purposes of a public park and pleasure ground for the recreation and enjoyment of the public.

AND WHEREAS pursuant to the provisions of the Central Park Act Amendment Act 1933 being Chapter 6 of the Statutes of British Columbia 1933, the description of that portion of the said reserved lands demised was amended as therein provided.

AND WHEREAS pursuant to the Central Park Act Amendment Act 1957, being Chapter 73 of the Statutes of British Columbia 1957, the Lieutenant-Governor in Council may, prior to the end of the term of the said lease, accept from the Lessee a surrender of the said lease, and may thereafter by instrument under the Great Seal lease all or any part or parts of the said reserved lands known as Central Park to a municipality or to two or more municipalities jointly and may from time to time renew or accept surrenders of lease so made.

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

1. This By-law may be cited as "BURNABY CENTRAL PARK LEASE BY-LAW 1959."

2. The Municipal Council of The Corporation of the District of Burnaby is hereby authorized and empowered to surrender unto Her Majesty the Queen in Right of the Province of British Columbia those lands known as Central Park comprised in and demised by an indenture of lease dated the 19th day of June 1922 made and entered into by His Majesty the King in Right of the Province of British Columbia as lessor and The Corporation of the District of Burnaby as lessee to the intent that the unexpired residue of the term of 99 years created by the said indenture of lease, and all other the estate and interest of the said lessee in the said lands under or by virtue of the said lease, may be merged and extinguished in the reversion and inheritance of the said lands.

3. The Municipal Council is further authorized and empowered in consideration of the surrender of the said lease to acquire jointly with the City of Vancouver from Her Majesty the Queen in Right of the Province of British Columbia a new lease of the lands known as Central Park and more particularly described in the draft lease annexed hereto and marked with the letter "A" and upon the terms, covenants and conditions therein contained.

Read a first time this 9th day of July, 1959.

Read a second time this 9th day of July, 1959.

Read a third time this 9th day of July, 1959.

Reconsidered and adopted this 20th day of July,
1959.



[Handwritten signature]

R E E V E .

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C L E R K .

"A"

THIS INDENTURE made and entered into this 19th day of June, in the year of Our Lord one thousand, nine hundred and fifty-nine (1959).

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:

HER MAJESTY THE QUEEN, in the right of the Province of British Columbia;

(hereinafter called the "Lessor")

OF THE FIRST PART,

A N D:

CITY OF VANCOUVER, and the CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Lessees")

OF THE SECOND PART.

WHEREAS by virtue of Chapter 7 of the Statutes of British Columbia, 1921, (Second Session), as amended by Chapter 6 of the Statutes of British Columbia 1933, and Chapter 73 of the Statutes of British Columbia, 1957, the Lieutenant-Governor in Council is empowered by instrument under the Great Seal, to lease all or any part of that portion of certain reserved lands described in the schedule and in Section 3, and known as "Central Park", to a municipality or to two or more municipalities jointly, subject to the terms and conditions as the Lieutenant-Governor in Council may approve;

AND WHEREAS the Lieutenant-Governor in Council, at the request of the Lessees has approved of the terms hereinafter set forth;

WITNESSETH:

1. That in consideration of the rents, covenants and conditions herein respectively reserved and contained, the Lessor doth lease unto the Lessees 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, more particularly known and described as

Lot 1 of Lot 151, Group 1, New Westminster District, Plan 3076, on file in the Land Registry Office, Court House, New Westminster, B.C., and Blocks "A" and "B" of Lot 2 of said Lot 151, as shown on official plan on file in the Department of Lands and Forests and numbered 26 tray 10, and on Plan 3443 on file in the Land Registry Office, Court House, New Westminster, B.C., except thereout from the aforesaid Lot 1 and Blocks "A" and "B" of Lot 2, the Parcels "A", "C" and "E", as shown on the plan on file in the Department of Lands and Forests, and numbered 9 tube 503, containing 219.095 acres more or less.

(hereinafter called the demised premises), together with all erections and buildings situate thereon, and the privileges and appurtenances thereto belonging.

2. TO HAVE AND TO HOLD the said demised premises unto the Lessees for a term of sixty-two (62) years commencing as and from the 19th day of June, 1959.

3. YIELDING AND PAYING THEREFOR during the currency hereof, an annual rental of One Dollar (\$1.00) on the 19th day of June, in each and every year, without any deductions, defalcations or abatements of any kind or on any account whatsoever, the first of such annual payments to be made in advance on the 19th day of June, 1959.

4. The Lessees covenant with the Lessor:

- (a) to pay rent;
- (b) and to pay taxes;

- (c) and to repair;
- (d) and to keep up fences;
- (e) to insure forthwith and to keep insured against fire so much of the demised premises, including buildings and other structures as shall from time to time be capable of insurance to an amount satisfactory to the Minister of Lands and Forests excepting only the trees thereon;
- (f) and to rebuild in case of fire unless permission is otherwise obtained from the Minister of Lands and Forests;
- (g) and the Lessor may enter and view state of repair and that the Lessees will repair according to Notice;
- (h) and will not assign without leave;
- (i) and will not sublet without leave;
- (j) that the demised premises shall be used as a public park and pleasure ground for the recreation and enjoyment of the public, and for no other purposes, but without restricting the generality of the foregoing, the Lessees may use the demised premises for the purpose of maintaining a zoo, subject to approval first being obtained from the Lessor;
- (k) not to do or permit anything to be done in or upon the demised premises or any part thereof, which may be or become a nuisance or annoyance, or which may damage or tend to damage the Lessor;
- (l) to observe all and singular the provisions of the Land Laws for the time being of the said Province;
- (m) to close the demised premises once in each and every year, for one day, against the use thereof by the public.

5. PROVISIO FOR RE-ENTRY by the Lessor on non-payment of rent, or non-performance of covenants.

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

7. It is hereby mutually covenanted and agreed as follows:

- (a) The Lessees may grant concessions of a temporary nature for the purpose of enabling the public to have the full benefit and enjoyment of the demised premises, but concessions of a permanent nature shall not be granted without the consent of the Lessor being first had and obtained.
- (b) Any moneys derived from the granting of such concessions shall be applied by the Lessees to maintaining, improving or developing the demised premises.
- (c) The Lessees may erect or place on the demised premises any buildings, structures, fixtures or equipment which the Lessees consider necessary for the purpose for which this lease is granted. In the event of the demised premises or any portion thereof reverting to the Lessor, or upon expiry or cancellation of the lease, any buildings, structures, fixtures or equipment thereon shall be removed by the Lessees within a time stipulated by the Minister of Lands and Forests and if not so removed shall become the property of the Lessor.
- (d) The Lessees shall not remove any tree or trees from the demised premises, except on the approval of the District Forester, Vancouver, B. C., being first had and obtained. Provided, however, that the proceeds of the sale of any timber so removed shall be applied to the maintenance and development of the demised premises.
- (e) If the rent hereby reserved, or any part thereof, shall be unpaid for three (3) months after becoming

payable (whether formally demanded or not) or if any covenant on the Lessees' part herein contained shall not be performed or observed, or if the Lessees or other person in whom for the time being the term hereby created shall be vested, shall become bankrupt or compound with his creditors, or in the event of a receiver being appointed of his affairs, then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter on the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of the Lessees' covenants herein contained.

8. Provided also that there is hereby reserved to the Lessor during the term of this lease the right to enter and take for highway improvement or relocation purposes, parts of the said lands being (1) a strip of land 150 feet in width measured inward from the perimeter of the demised premises, and (2), a strip of land 50 feet in width measured from the North Boundary of the right-of-way of the Westminster and Vancouver Tramway Co. (British Columbia Electric Railway Company) as shown on Plan 5 tube 109 Railways, on file in the Department of Lands and Forests, Victoria, B.C.

9. Provided also that it shall be lawful at all times during the currency of Final Water Licence No. 8689, dated the 20th day of February, 1934, or any other water licence issued in substitution thereof for the licensee under such Final or other substituted water licence, to enter upon the lands hereby leased, and to maintain repair and operate thereon and therein the works authorized at the date of this lease under the said Final Water Licence.

10. The Lessee further covenants to keep the Lessor indemnified against all actions, claims and demands that may be brought or made against the Lessor, by reason of the exercise or purported exercise of the rights, powers, and privileges, hereby granted.

11. This demise is accepted by the Lessees upon the express condition and understanding that the Lessees shall have no recourse against Her Majesty or against the Province of British Columbia should Her Majesty's title to the demised premises be found to be defective or should these presents prove ineffectual by reason of any defect in any such title.

12. Provided that in case of any dispute or difference arising as to any matter or thing connected with this demise, or any matter or thing connected with any provisions herein contained, or the interpretation thereof, the same shall be settled finally, without appeal, by the Minister of Lands and Forests or other person duly authorized by the said Minister of Lands and Forests in that behalf.

13. Where 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.

IN WITNESS WHEREOF the parties hereto have caused these presents to be sealed with their respective seals under the hands of their proper officers duly authorized in that behalf, on the day and year first above written.

SEALED with the Great Seal
of the PROVINCE OF BRITISH
COLUMBIA in the presence of:

Provincial Secretary

SEALED with the Common Seal
of the CITY OF VANCOUVER and
signed by:

Mayor

City Clerk

SEALED with the Corporate
Seal of the CORPORATION OF
THE DISTRICT OF BURNABY in
the presence of:

Reeve

Clerk