

THE CORPORATION OF THE DISTRICT OF BURNABY

VF 1690

BY-LAW NO. 4114

A BY-LAW to authorize the granting of a lease
of certain municipally-owned lands
to Capitol Hill Community Hall
Association.

The 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, 1960."
2. The Council is hereby authorized and empowered to demise and lease unto Capitol Hill Community Hall Association for the term of one year those municipally-owned lands and premises more particularly described as Lots 1 and 2, Block 81, District Lot 189, Group 1, New Westminster District, Plan 4953, upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto attached and marked as Schedule "A".
3. The Reeve and Clerk are hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this 2nd day of March, 1960.

Read a second time this 2nd day of March, 1960.

Read a third time this 2nd day of March, 1960.

Reconsidered and adopted this 28th day of March,
1960.



[Signature]
R E E V E.

[Signature]
C L E R K.

SCHEDULE "A"

THIS INDENTURE made and entered into this 7th day of December 1959.

"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,

AND:

CAPITOL HILL COMMUNITY HALL ASSOCIATION

(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, in the Province of British Columbia and more particularly hereinafter 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 described as Lots 1 and 2, Block 81, District Lot 189, Group 1, New Westminster District, Plan 4953.
2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of one year commencing on the 1st day of December 1959 and ending on the 30th day of November 1960. Provided that either party hereto may terminate this agreement upon giving to the other three months notice in writing.
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.

4. The Lessee covenants with the Lessor to pay rent and to repair, 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 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 for the pleasure, recreation or community uses of the public 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, 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.

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 the 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:
