

THE CORPORATION OF THE DISTRICT OF BURNABY

VF 1958

BY-LAW NO. 4125

A BY-LAW to authorize the granting of a lease  
of certain municipally-owned lands to  
Vantel Broadcasting Co. Ltd.

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. 3, 1960."
2. The Council is hereby authorized and empowered to demise and lease unto Vantel Broadcasting Co. Ltd. for the term of ten years those municipally-owned lands and premises more particularly known and described as that portion of Block 8, District Lot 210, Group 1, Plan 1037, New Westminster District, measuring 283' x 283', that is 80,089 square feet, situated at the North-West corner of Cariboo Road and Curtis Street, as shown outlined in red on the plan attached to the draft lease hereunto annexed as schedule "A", upon the terms, covenants and conditions more particularly set forth therein.
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 28th day of March, 1960.

Read a second time this 28th day of March, 1960.

Read a third time this 28th day of March, 1960.

Reconsidered and adopted this 7th day of April,

1960.



*[Signature]*  
R E E V E.

*[Signature]*  
C L E R K.

This Indenture made in quadruplicate this 7th day of April, A.D. 1960.

IN PURSUANCE OF THE SHORT FORM OF  
LEASES ACT.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,  
Municipal Hall,  
4545 East Grandview-Douglas Highway,  
in the Municipality of Burnaby,  
in the Province of British Columbia

(hereinafter called the "Lessor")

OF THE FIRST PART:

AND:

VANTEL BROADCASTING CO. LTD.,  
a company duly incorporated pursuant  
to the laws of the Province of British  
Columbia and having its registered  
office at 204-508 Hornby Street, in the  
City of Vancouver, in the Province of  
British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART:

1. WITNESSETH, that the Lessor doth demise unto the Lessee its successors and assigns, all and singular a portion of that certain parcel or tract of land and premises, (hereinafter called the "premises"), situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and being 283' x 283', that is 80,089 square feet, more or less, and more particularly known and described as:- Block Eight (8), District Lot Two Hundred and Ten (210), Plan 1037, situated at the North West corner of Cariboo Road and Curtis Street, as shown outlined in red on the plan attached hereto and marked schedule "A" to this Lease, for the term of ten (10) years commencing on the 1st day of April, A.D. 1960, yielding and paying therefor as rent for the first year, the sum of Four Hundred & Twenty Five 4/100 (\$425.04) Dollars, payable in advance on the 1st day of April, A.D. 1960, and rent shall be payable for each subsequent year on the first

day of April in each and every such year up to and including the first day of April, A.D. 1969, such rent to be an amount equal to seven (7%) per cent of the then current assessed value of the land comprising the premises.

2. That the Lessee covenants and agrees with the Lessor:

(a) That the Lessee shall, during the said term, pay unto the Lessor the rent hereby reserved in the manner hereinbefore mentioned without any deduction whatsoever. If during the term of the Lease herein, or any renewal thereof Section 334 of the Municipal Act is repealed or amended in such manner that the occupier of municipally-owned lands is not required to pay taxes as occupier, the Lessee will pay in addition as rent an amount equal to the taxes which would have been imposed had the said section not been repealed or amended.

(b) That the Lessee shall pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary, or otherwise charged upon any things erected or placed in, upon, or under or affixed to the premises by the Lessee its servants, agents, or licencees, or charged upon the Lessor in respect thereof.

(c) That the Lessee shall pay all land and improvement taxes which are assessed against the Lessee and which are applicable and become due and payable during the term of this Lease and all such taxes for the years in which this Lease commences and terminates shall be apportioned and adjusted.

Anything in this paragraph (2c) to the contrary notwithstanding, the Lessor agrees that the Lessee shall have the right to contest the amount or legality of the taxes referred to herein and which it is obligated to pay, and that the Lessee may make application for the reduction thereof, or of any assessment upon which the same may be based.

(d) That the Lessee shall, at the expiration or other sooner determination of the said term peaceably yield up to the Lessor the premises.

(e) That the Lessee shall not assign without leave.

(f) That the Lessee shall not sublet without leave.

(g) That the Lessee shall leave the premises in good repair.

(h) 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 anyone whatsoever 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 of 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.

3. It is agreed by and between the parties that the Building Department of the Corporation of Burnaby shall have the right to approve any building and structural plans, and the Lessee agrees that it will not commence any construction on the premises until such approval has been obtained.

4. It is further agreed by and between the parties that the premises are being leased for the purposes of the Lessee's business of television transmitting and broadcasting and that all reasonable structures in connection with such business will be permitted, and without restricting the generality of the foregoing, the Lessee shall be entitled to erect thereon and operate television towers and structures for the specific purpose of television transmission.

5. It is further agreed by and between the parties that any construction upon the premises or any trade fixtures, equipment, or personal property installed in or attached to the premises by the Lessee shall be the property of the Lessee, and the Lessor agrees that the Lessee, having fully complied with all the terms, covenants and conditions of this Lease, may at any time before the termination of this Lease and within thirty days thereafter remove the same, leaving the premises in good repair, but otherwise the same shall become the property of the Lessor.

6. It is further agreed between the parties that the Lessee will, upon the development as a park of the area adjoining the said premises, cause the premises to be landscaped and/or screened by ornamental planting in a manner consistent with the general area and in collaboration with the reasonable request of the then Park Commission.

7. That the Lessor covenants and agrees with the Lessee that the Lessee paying the rent reserved and performing the covenants hereinbefore on their part contained shall and may peaceably possess and enjoy the premises for the term hereby granted without any interruption or disturbance from the Lessor, or any other person or persons lawfully claiming by from or under it.

8.(1) The Lessor hereby grants to the Lessee an option of extending this Lease for an additional term of ten (10) years on all the terms, covenants and conditions contained in the within Lease, excepting only the following:

(a) In lieu of the yearly rents provided in this Lease, the rent shall be determined by agreement between the parties hereto, or failing such agreement by arbitration pursuant to the Arbitration Act of the Province of British Columbia.

8.(1) (b) This covenant of renewal.

8.(2) It is hereby agreed, covenanted and understood that:

(a) The Lessee may exercise this option only if it shall have fully complied with all the terms, covenants and conditions of this Lease, and

(b) Before exercising this option, the Lessee shall give to the Lessor written notice of such election not less than three (3) months prior to the expiration of this Lease.

9. Proviso for re-entry by the Lessor on non-payment of rent, or non-performance of covenants.

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 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 premises.

11. THAT IT IS FURTHER AGREED by and between the parties hereto that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, one quarter of the then current year's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

