

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 5187

A BY-LAW to authorize the granting of a
lease of certain municipally-owned
lands to Burnaby Horsemen's 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. 3, 1967".
2. The Council is hereby authorized and empowered to
demise and lease unto the Burnaby Horsemen's Association, upon
the terms, covenants and conditions more particularly set
forth in the form of lease hereunto attached and marked Schedule
"A", those municipally-owned lands and premises shown outlined
in red on plan annexed to the said 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 October, 1967.

Read a second time this 2nd day of October, 1967.

Read a third time this 2nd day of October, 1967.

Reconsidered and adopted this 10th day of October,

1967.




~~ACTING~~ R E E V E


C L E R K

SCHEDULE "A"

THIS INDENTURE made and entered into this 20th day of September, 1967.

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:

BURNABY HOMEOWNERS ASSOCIATION, incorporated under the Societies Act of the Province of British Columbia and having an office at 3860 Edinburgh Street, in the Municipality of Burnaby, Province of British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART

W I T N E S S E T H :

1. In consideration of the terms, covenants and conditions hereinafter contained on the part of the Lessee to be paid, observed and performed the Lessor doth hereby lease unto the Lessee those lands and premises situate, lying and being in the Municipality of Burnaby, Province of British Columbia, shown outlined in red on plan hereunto annexed and marked with the letter "A" (hereinafter called the "said demised premises").

2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for a period of three years commencing on the 1st day of October, 1967. Provided that either party hereto may terminate this indenture upon giving to the other ninety days notice in writing.

3. YIELDING AND PAYING THEREFOR unto the Lessor in advance on the 1st day of October, 1967 and on the 1st day of each month thereafter during the currency of this lease as rent an amount equal to one-twelfthth (1/12) of the annual taxes which would be levied upon the said demised premises, if the same were privately-owned, in the year in which the monthly payment of rent is due without any deductions of any kind whatsoever.

4. The Lessee covenants to put in good and proper repair forthwith the building situated upon the said demised premises; that the said demised premises shall be used only for the keeping and stabling of not more than five horses at any one time; that the said horses shall be stabled only on the ground floor of the said building; the Lessee shall not suffer or permit any of the horses kept or stabled on the said demised premises to run at large off the said demised premises and the Lessee covenants that if any of the horses kept or stabled on the said demised premises shall escape therefrom and run at large, whether by the fault of the Lessee or not, the Lessor may forthwith cancel and determine this lease.
5. The Lessee covenants with the Lessor to pay rent; and to pay water rates; and to repair forthwith and keep up all fences and gates upon and surrounding the said demised premises; and not to cut down timber; and the Lessor may enter and view the 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 shall leave the said demised premises in good repair.
6. The Lessee covenants not to carry on upon the said demised premises any trade or business; that the Lessee shall observe and abide by all by-laws of the Lessor which may be applicable to the said demised premises and the use to which the said demised premises shall be put by the Lessee; and the Lessee shall not carry on or suffer to be carried on any activity upon the said demised premises which may be deemed by the Lessor to constitute a nuisance.
7. The Lessee covenants to keep open the existing driveway through the said demised premises from Sperling Avenue and to provide unobstructed access by the said driveway at all times to the dwelling-house situate on other lands of the Lessor to the west of and adjacent to the said demised premises; and the Lessee further covenants to install forthwith at its expense an adequate water supply and toilet facilities according to the requirements of the Lessor.

8. The Lessee covenants that upon the expiration of the term hereby granted or the sooner determination thereof the Lessee shall quietly and peaceably surrender and yield to the Lessor the said demised premises.

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

10. The Lessee covenants that it shall not have any claim or demand against the Lessor for detriment, damage or injury of any nature and howsoever caused to the said demised premises or to any structures, improvements, vehicles, materials, supplies, animals, goods, articles, effects or things at any time erected, brought, placed, made, kept or being upon the said demised premises.

11. The Lessee covenants that it shall at all times indemnify and save harmless the Lessor from and against all claims, 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 by virtue or in consequence thereof or the exercise or purported exercise in any manner of rights arising hereunder and whether caused by the negligence of the Lessor, its servants, agents or otherwise.

12. THAT IT IS ALSO AGREED by and between the parties hereto that if the term hereby granted shall at any time be 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, the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

13. 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 a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

14. That it is further agreed that the Lessor may at any time at its option give the Lessee Ninety (90) days' notice in writing of its intention to terminate this lease, and the Lessee hereby agrees to vacate the premises at the end of the period mentioned in such notice and rent shall be apportioned and adjustments made to that date. Upon such notice having been given, the lease shall terminate at the end of the period mentioned in the notice notwithstanding that it may not be the end of the current year of the tenancy.

15. The Lessee covenants that any notice required to be given by the Lessor hereunder may be given by sending the same to the Lessee by registered post at its address hereinbefore given or in care of any of its officers and such notice shall be deemed to have been served on the day of posting.

16. That the expressions Lessor and Lessee herein contained shall be deemed to include the successors and permitted assigns of such parties wherever the context so admits.

17. That whenever the singular or masculine are used in this Indenture they shall be construed as meaning the

plural or feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the Lessor and the Lessee have caused their corporate seals to be affixed hereto in the presence of their proper officers as of the day and year first above written.

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY WAS HERETO AFFIXED IN THE PRESENCE OF:

REEVE

CLERK

THE CORPORATE SEAL OF BURNABY ROOSEVELT'S ASSOCIATION WAS HERETO AFFIXED IN THE PRESENCE OF:

Michael E. McWhorter
F. D. Wadlington

W. George Atwood
William M. Wolfe
Ronda King

"A"

STREET

GRAVEL D/W

GILPIN

SHED

GREENHOUSE

HOUSE

CONC. RETAINING WALL

CEGAR HEDGE

138

140

142

144

146

148

150

152

154

SPRING

CLAUDE AVE.
12" GAS 17' DIA.
6" AC. WATER L.I.N.S.
12" GAS. MAIN 16' DIA.

AVENUE

12" S. WATER 22' E.W.

GRAVEL D.T.R.

40' CREEK

LAKE

DECK

DALE AVE.
10" FIBROSE
6" AC.

HIGHWAY

