

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 5463.

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to The Lower Mainland St. Leonard's Society.

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, 1968".
2. The Council is hereby authorized and empowered to demise and lease unto The Lower Mainland St. Leonard's Society, 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 more particularly described as ALL AND SINGULAR 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 Parcel "E" (Explanatory Plan 17224) of Lots Eight (8), Nine (9), and Ten (10) of Lot One (1), Block Sixteen (16) of Lot Seventy-nine (79), Group One (1), Plan 1554, New Westminster District.
3. The Mayor and Deputy 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 16th day of December, 1968.

Read a second time this 16th day of December, 1968.

Read a third time this 16th day of December, 1968.

Reconsidered and adopted this 30th day of December, 1968.



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M A Y O R

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D E P U T Y C L E R K

SCHEDULE "A"

THIS INDENTURE made and entered into this 1st day of September, 1967, and 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:

THE LOWER MAINLAND ST. LEONARD'S SOCIETY

6375 Roberts Street, in the Municipality of Burnaby,
in the Province of British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART

W I T N E S S E T H:

1. That 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 (hereinafter called the "premises") situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as Parcel "E" (Explanatory Plan 17224) of Lots 8, 9 and 10 of Lot One, Block 16 of Lot 79, Group 1, Plan 1554, New Westminster District;

TO HAVE AND TO HOLD the premises unto the Lessee for a period of three years commencing on the 1st day of September, 1967.

YIELDING AND PAYING THEREFOR unto the Lessor in advance on the 1st day of September, 1967 and on the 1st day of each month thereafter during the currency of this lease as rent an amount equal to one-twelfth (1/12th) of the annual taxes which would be levied upon the 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.

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

(a) That it will, during the said term, pay unto the Lessor the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever.

(b) That it will, during the said term, pay all taxes, rates, duties and assessments whatsoever whether municipal, parliamentary, or otherwise, charged upon the premises or upon any things erected or placed on or affixed to the premises by the Lessee, its servants, agents or licensees.

(c) That it will pay rates for electric light, gas, water and telephone incurred during the said term in respect of the premises.

(d) That it will, during the said term, well and sufficiently repair, maintain, paint and keep the premises with the appurtenances in good and substantial repair, when, where, and so often as need may be.

(e) That it shall be lawful for the Lessor and its agents, at all reasonable times during the said term, to enter the premises and to examine the condition thereof; and, further, that all wants or reparation which upon such views shall be found, and for the amendment of which notice in writing shall be left at the premises, the Lessee will, forthwith after every such notice, well and sufficiently repair and make good accordingly.

(f) That it will not assign the premises without leave.

(g) That it will not sublet the premises without leave.

(h) That it will leave the premises in good repair.

(i) That it will not carry on upon the premises any trade or business or use the premises as a shop.

(j) That it will observe and abide by all by-laws of the Lessor which may be applicable to the premises and the use to which the premises shall be put by the Lessee.

(k) That it will not carry on or suffer to be carried on any activity upon the premises which may be deemed by the Lessor to constitute a nuisance.

(l) That it will not permit a lien to be acquired against the premises under the "Mechanics' Lien Act" or any amendment thereto.

(m) That it will not construct, reconstruct, renovate or place any building or structure whatsoever on the premises without the consent in writing of the Lessor first had and obtained.

(n) That it will 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 right arising hereunder and whether caused by the negligence of the Lessor, its servants, agents or otherwise.

(o) That it will 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 any structures, improvements, vehicles, materials, supplies, animals, goods, articles, effects or things at any time erected, brought, placed, made, kept or being upon the premises.

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

4. 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.

5. 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.

6. THAT IT IS FURTHER AGREED that either party hereto may terminate this Indenture upon giving the other 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.

7. THAT IT IS FURTHER AGREED by and between the parties hereto that if the Lessee duly and regularly pays the said rent and performs the covenants by it to be performed, it shall have the right to request renewal of the said lease on the same terms, except this covenant for renewal, or upon different terms, provided that said terms are agreeable to the Lessor and Lessee. The Lessee shall exercise such right by giving the Lessor notice in writing at least Ninety (90) days prior to the expiration of the term.

8. 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.

9. That wherever the singular or masculine are used in this Indenture they shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties have caused these presents to be executed as of the day and year first above written.

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY WAS HEREUNTO AFFIXED IN THE PRESENCE OF

[Signature]
MAYOR

[Signature]
CLERK

DEPUTY

THE CORPORATE SEAL OF THE LOWER MAINLAND ST. LEONARD'S SOCIETY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

[Signature]

[Signature]

THE CORPORATION OF THE DISTRICT
OF BURNABY

and

THE LOWER MAINLAND ST. LEONARD'S
SOCIETY

A G R E E M E N T

Dated:

1968