

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 5742

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, 1970".
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 known and
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 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 10th day of August, 1970.

Read a second time this 10th day of August, 1970.

Read a third time this 10th day of August, 1970.

Reconsidered and adopted this 24th day of August,

1970.



Robert H. Pitte
MAYOR

J. Shaw
CLERK

SCHEDULE "A"

THIS INDENTURE made and entered into this 1st day of September, 1970 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, of
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 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.

TO HAVE AND TO HOLD the premises unto the Lessee for a period of one year commencing on the 1st day of September, 1970.

YIELDING AND PAYING THEREFOR unto the Lessor the clear annual rent of One (\$1.00) Dollar in advance on the 1st day of September, 1970.

2. That the Lessee covenants with the Lessor:

(a) To pay rent;

(b) To pay taxes;

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

(d) To repair;

(e) To keep up fences;

(f) And the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice;

(g) And will not assign without leave;

(h) And will not sublet without leave;

(i) That it will leave the premises in good repair;

(j) That it will not use the premises as a shop;

(k) 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;

(l) 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;

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

(n) 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;

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

(p) 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:

MAYOR

CLERK

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

S A RusKell. Pres.

W. H. Jones *Jus.*

THE CORPORATION OF THE DISTRICT
OF BURNABY

- and -

THE LOWER MAINLAND ST. LEONARD'S
SOCIETY

L E A S E

DATED: September 1st, 1970.