

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7181

A BY-LAW to authorize the granting of a lease
of certain municipally-owned lands
to the Burnaby Tennis Club.

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. 1, 1978".

2. The Council is hereby authorized and empowered to
demise and lease unto the Burnaby Tennis Club, 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 that certain parcel or tract of land and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as a portion of Lot Twenty-Five (25) of District Lot Seventy-Nine (79), Group 1, Plan 26329, New Westminster District, which said portion is shown outlined in red on sketch marked as Schedule "B" and attached to that certain Indenture of Lease dated the 1st day of April, 1973 which is annexed to By-Law No. 6334.

Read a first time this 3rd day of April, 1978.

Read a second time this 3rd day of April, 1978.

Read a third time this 3rd day of April, 1978.

Reconsidered and adopted this 10th day of April, 1978.

A. P. Drummond

ACTING - M A Y O R

James Hudson
C L E R K



THIS INDENTURE made and entered into this 1st day of April, 1978.

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,
4949 Canada Way, in the Municipality of
Burnaby, in the Province of British Columbia,

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

BURNABY TENNIS CLUB, a Society incorporated
under the Societies Act and having an office
at 3890 Kensington Street, in the Municipality
of Burnaby, in the Province of British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the owner of those lands and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, more particularly hereinafter described.

AND WHEREAS the Lessee has agreed to abide by the Constitution and By-Laws of the Burnaby Tennis Club, a copy of which is attached to that Indenture of Lease (hereinafter called the "said Indenture") entered into by the Lessor and the Lessee, and dated the 1st day of April, 1973 and marked as Schedule "A".

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That in consideration of the premises and 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 and premises (hereinafter called the "said demised premises") situate, lying and being in the Municipality of Burnaby, Province of British Columbia,

SCHEDULE "A"

and more particularly known and described as a portion of Lot Twenty-Five (25) of District Lot Seventy-Nine (79), Group 1, Plan 26329, shown outlined in red on sketch attached to the said Indenture and marked as Schedule "B".

2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of five (5) years, commencing the 1st day of April, 1978 and ending on the 31st day of March, 1983.

3. YIELDING AND PAYING THEREFORE unto the Lessor in advance, yearly and every year, the rent of One (\$1.00) Dollar per annum, payable on or before the 1st day of April in each year at the office of the Lessor, and whether demanded or not, the first payment to be made on or before the 1st day of April, 1978.

4. IS IS HEREBY UNDERSTOOD, COVENANTED AND AGREED by and between the parties hereto that so far as the same are consistent with and not repugnant to the provisions of this Indenture, all of the terms, provisos, stipulations, covenants and conditions contained in the Indenture dated the 1st day of April, 1973 between the Lessor and the Lessee, save and except section 4(d) thereof, shall mutatis mutandis apply to this Indenture in the same manner as if each and every of the terms, provisos, stipulations, covenants and conditions were respectively incorporated herein and expressly herein set forth.

5. IT IS ALSO HEREBY UNDERSTOOD, COVENANTED AND AGREED by and between the parties hereto that

(a) the Lessee shall abide by and enforce each and every of the provisions of Schedule "A" annexed to the said Indenture, and

(b) the Lessee shall not amend any of the provisions of the said Schedule "A" without first obtaining the approval in writing of the Lessor.

IN WITNESS WHEREOF the Lessor and the Lessee
have hereunto caused their corporate seals to be affixed attested
by the hands of their proper officers duly authorized in that
behalf as of the day and year first above written.

THE SEAL OF BURNABY TENNIS
CLUB WAS HEREUNTO AFFIXED
IN THE PRESENCE OF:

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

ACTING MAYOR

CLERK

THE CORPORATION OF THE DISTRICT
OF BURNABY

AND

BURNABY TENNIS CLUB

A G R E E M E N T

Legal Department,
The Corporation of the
District of Burnaby,
4949 Canada Way,
Burnaby, B. C.
V5G 1M2

DATED: April 1, 1978