

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7481

A BY-LAW to authorize the leasing of certain municipally-owned lands to S.G.A. Restaurants Mountain 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, 1980".
2. The Council does hereby lease unto S.G.A. Restaurants Mountain Ltd. those municipally-owned lands more particularly described in the form of lease hereunto annexed upon the terms, covenants and conditions therein contained.
3. The Municipal Clerk is authorized and empowered to execute the said form of lease on behalf of the Municipality, signing the same and affixing the corporate seal thereto.

Read a first time this 10th day of MARCH 1980.

Read a second time this 10th day of MARCH 1980.

Read a third time this 10th day of MARCH 1980.

Reconsidered and adopted this 17th day of MARCH 1980.



M A Y O R



C L E R K

THIS AGREEMENT made and entered into this 26th
day of February, 1980.

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,
4949 Canada Way,
Burnaby, British Columbia,
V5G 1M2

(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

S.G.A. RESTAURANTS MOUNTAIN LTD.,
7375 Kingsway,
Burnaby, British Columbia,
V3N 3B5

(hereinafter called the "Lessee")

OF THE SECOND PART

AND:

GREGORY YOUNG, 865 Eyremount Drive,
West Vancouver, British Columbia,
V7S 2B2

SHARALI AHAMED and AZIZ AHAMED, both of
7321 Coronado Drive,
Burnaby, British Columbia,
V5A 1P9

(hereinafter called the "Guarantors")

OF THE THIRD PART

WHEREAS the Corporation is the owner of those lands
situate, lying and being in the Municipality of Burnaby, in the Province
of British Columbia, more particularly known and described as Block 1,
District Lot 214, Group 1, Plan 3081, New Westminster District.

AND WHEREAS the Corporation has agreed to lease to the
Lessee that part of the said Block 1, and the improvements thereon, more
particularly described as follows:

Commencing at a point in the said Block 1 perpendicularly distant on a bearing of N 0° 06' 00" W a distance of 71.90 feet from a point in the southerly boundary of the said Lot 1, which latter point lies 404.99 feet on a bearing of N 89° 54' 00" E from the Southwest corner of the said Lot 1; thence N 35° 04' 25" W a distance of 138.42 feet; thence N 54° 55' 35" E a distance of 157.00 feet; thence S 35° 04' 25" W a distance of 138.42 feet; thence S 54° 55' 35" W a distance of 157.00 feet, more or less, to the point of commencement.

The herein-described parcel contains 0.499 acres more or less, and is shown outlined in red on plan prepared by B. S. Berting, B.C.L.S., and dated the 27th day of February, 1975, a copy of which said plan is attached hereto and marked "A" (hereinafter called "the said demised premises").

1. NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms, covenants and conditions hereinafter contained on the part of the Lessee to be performed and observed, the Corporation does hereby lease unto the Lessee the said demised premises.
2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for a period of five years commencing on the 1st day of January, 1980.
3. YIELDING AND PAYING THEREFOR the clear, annual rent during the calendar year 1980 of \$30,000.00 payable monthly in advance commencing on the 1st day of January, 1980 without any deductions, defalcations or abatements on any account whatsoever, and whether demanded or not. The said rent shall include the amounts due and payable during 1980 by the Lessee to the Corporation for sewer construction pursuant to a certain agreement made and entered into by the Corporation and the Lessee dated the 1st day of February, 1977. The rent payable by the Lessee to the Corporation for the remainder of the said term shall be the rent agreed upon by the Corporation and the Lessee and failing agreement the said rent shall be determined by arbitration pursuant to the provisions of the Arbitration Act R.S.B.C. 1960. Negotiations to determine the said rent shall commence not later than October 1, 1980 and shall be concluded before December 31, 1980.

4. IT IS HEREBY AGREED, COVENANTED AND UNDERSTOOD by and between the parties hereto that so far as the same are consistent with and not repugnant to the provisions of this agreement, all of the terms, provisos, stipulations, covenants and conditions contained in the Lease dated the 31st day of December, 1974 between the Corporation and the Lessee and the Guarantors shall, mutatis mutandis, apply to this agreement in the same manner as if each and every of the said terms, provisos, stipulations, covenants and conditions were respectively incorporated herein and expressly herein set forth.

5. IT IS FURTHER AGREED, COVENANTED AND UNDERSTOOD by and between the parties hereto that this agreement contains no covenant on the part of the Corporation to renew the lease of the said demised premises hereby granted.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed 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:

Municipal Clerk - Authorized Signatory

THE CORPORATE SEAL OF S.G.A. RESTAURANTS
MOUNTAIN LTD. WAS HEREUNTO AFFIXED IN
THE PRESENCE OF:

SIGNED, SEALED AND DELIVERED IN THE
PRESENCE OF:

Name

Address

Address

Occupation

GREGORY YOUNG

SHARALI AHAMED

AZIZ AHAMED

