

Re: AMENDMENT TO THE BURNABY HORSEMEN'S ASSOCIATION LEASE

Following is a report from the Parks and Recreation Administrator regarding a proposed amendment to the lease with the Burnaby Horsemen's Association.

RECOMMENDATION:

1. THAT the recommendation as contained in the report from the Parks and Recreation Administrator be adopted.

* * * *

TO: MUNICIPAL MANAGER

1981 February 04

FROM: PARKS & RECREATION ADMINISTRATOR

RE: AMENDMENT TO BURNABY HORSEMEN'S ASSOCIATION LEASE

RECOMMENDATION:

1. THAT Council authorize the execution of the attached amendment to the Burnaby Horsemen's Association lease.

REPORT

The Parks and Recreation Commission received the attached report at its meeting of 1981 February 04 and adopted the recommendations contained therein.



Dennis Gaunt,
ADMINISTRATOR.

ag
attachment

c.c. Municipal Solicitor

re: AMENDMENT TO BURNABY HORSEMEN'S ASSOCIATION LEASE

128

RECOMMENDATIONS:

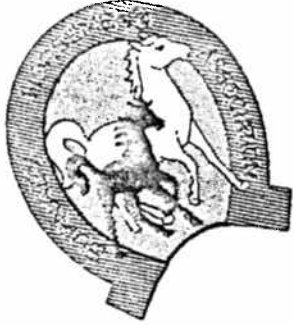
1. THAT the Commission approve the amendment to the Burnaby Horsemen's Association Lease.
2. THAT the amendment be executed.
3. THAT the Commission so recommend to Council.

REPORT

In recent negotiations with Burnaby Horsemen's Association it has been mutually agreed between the Commission and the Association that it is appropriate to include the attached amendment with the existing B.H.A. lease.

The Board of Directors of B.H.A. has approved this amendment as per the letter received 1981 January 30, copy attached.

It is now appropriate for the Commission to formally approve this amendment and recommend so to Council.



Burnaby Horsemen's Association



ITEM	10
MANAGER'S REPORT NO.	11
COUNCIL MEETING 1981.02 09	

9080 Avalon Street
Burnaby B.C.

Corporation of the District of Burnaby
4949 Canada Way
Burnaby, B.C.

Attention: Mr. Gaunt
Parks and Recreation

Dear Sirs:

Re: Proposed lease amendments

We acknowledge receipt of your letter of January 16th, 1981.

Please be advised that at a meeting of the Board of Directors on January 20th the proposed amendments as outlined in your letter of January 16th were accepted unanimously by the Board.

It would be appreciated if these amendments can be added to the lease at your earliest convenience. Please contact me when this is complete and I will arrange to the resigning.

Thank you for your help in this matter

RECEIVED IN
PARKS
AND RECREATION
REFER FILE

JAN 30 1981

To	FILE	DATE
PC	PK	81 Jan-20
OG		

January 23, 1980

Yours truly,

BURNABY HORSEMEN'S ASSOCIATION

Irene Timmerman
Secretary

ITEM	10
MANAGER'S REPORT NO.	11
COUNCIL MEETING	1981 02 09

THIS AGREEMENT made the _____ day of February, 1981

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

BURNABY HORSEMEN'S ASSOCIATION of
9080 Avalon Avenue, in the Municipality of
Burnaby, in the Province of British Columbia,

(hereinafter called the ("Lessee"))

OF THE SECOND PART

WITNESSES:

WHEREAS

(1) This Agreement is supplemental to a lease (herein called the lease) dated the 1st day of September 1979, between the same parties whereby the Lessor leased to the Lessee the premises known as that portion of Lot 24, Block 3, District Lot 14, Group 1, Plan 45445, New Westminster District shown outlined in red on sketch prepared by B.S. Berting, B.C.L.S., attached to the lease and marked "A";

(2) The parties intend to alter the terms of the lease in the manner set out below:

NOW THEREFORE

1. Subclause 5(d) of the lease is amended by adding thereto the following:

"No licence shall be assigned after February 1, 1981 unless it is first approved by the Lessor's Parks and Recreation Administrator and the approval is signified in writing on the Assignment of Licence aforementioned. A purported assignment is void unless

approved by the Parks and Recreation Administrator, who shall not approve an assignment if, in his opinion, the rules referred to in Clause 5(e) hereof respecting assignments have not been complied with."

2. The lease is further amended by adding thereto, immediately after Clause 5 thereof, the following Clause:

"6. IT IS MUTUALLY UNDERSTOOD, COVENANTED AND AGREED by and between the parties hereto that the Lessor may cancel this lease if, in the opinion of the Lessor's Parks and Recreation Administrator, the Lessee has failed to abide by or to enforce its constitution, bylaws or the rules and regulations referred to in Clause 5(e) hereof.

The Lessor shall give to the Lessee at least two month's notice in writing of its intention to cancel the lease under this Clause, stating the reason therefor, and if the Lessee does not correct the act or practice complained of, the lease shall be cancelled as stated in the notice."

3. The lease as amended hereby shall continue in full force and effect for the remainder of the term hereof.

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

THE CORPORATE SEAL OF THE LESSOR
 WAS HEREUNTO AFFIXED IN THE
 PRESENCE OF:

 Municipal Clerk - Authorized Signatory