

ITEM	11
MANAGER'S REPORT NO.	1
COUNCIL MEETING	90/01/08

RE: BURNABY TENNIS CLUB

MUNICIPAL MANAGER'S RECOMMENDATION:

1. THAT the recommendation of the Director Recreation & Cultural Services be adopted.

\* \* \* \* \*

1990 JANUARY 02

TO : MUNICIPAL MANAGER  
 FROM : DIRECTOR RECREATION & CULTURAL SERVICES  
 RE : **BURNABY TENNIS CLUB**  
 PURPOSE: To approve the execution of a lease between the Burnaby Tennis Club and the Municipality of Burnaby.

RECOMMENDATION:

1. THAT the execution be approved of a lease between the Burnaby Tennis Club and the Municipality of Burnaby as more specifically explained in this report for a further five year term commencing 1988 April 01 to 1993 March 31 inclusive.

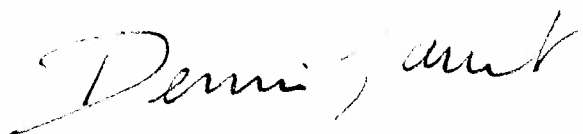
REPORT

At its meeting of 1990 January 03, the Parks & Recreation Commission received a staff report on the above subject and adopted the two recommendations contained therein.

The Burnaby Tennis Club has abided by its constitutions and bylaws and has met all conditions of their lease since they entered into a lease agreement with the Corporation the 1st day of April 1973.

The attached Indenture provides the Club with a further five year term commencing the 1st day of April 1988 and ending the 31st day of March 1993.

The Club provides a valuable tennis program to the residents of Burnaby. The continuation of the program and renewal lease is recommended.



DENNIS GAUNT  
 DIRECTOR RECREATION &  
 CULTURAL SERVICES

jel  
Attach.

cc: Director Finance  
 Municipal Solicitor

ITEM 1  
DIRECTOR'S REPORT NO. 1  
COMMISSION MEETING 90/01/03

THIS INDENTURE made and entered this  
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BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY  
4949 Canada Way  
Burnaby, B.C. V5G 1M2

(hereinafter called "the Lessor")

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OF THE FIRST PART

AND:

BURNABY TENNIS CLUB, a Society incorporated  
under the Societies Act and having an office at  
3890 Kensington Street  
Burnaby, B.C. V5B 4V8

(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 Bylaws 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, and 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, 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 1988 and ending on the 31st day of March, 1993.

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, 1988.

4. IT 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 lease, 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 as amended by Indentures dated May 25, 1983 and April 1, 1978, 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.

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Municipal Clerk-Authorized Signatory

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SPROTT ST.

353.99'

BLK 25, DL 79, P. 26329

66'

47'

120'

LEASE SITE

5 TENNIS COURTS

SPERLING AVE

KENSINGTON AVE

39'

6 TENNIS COURTS

CORPORATION OF THE DISTRICT OF BURNABY  
PARKS AND RECREATION DEPARTMENT  
BURNABY LAKE SPORTS COMPLEX PARK

LOCATION OF LEASE SITE FOR  
BURNABY TENNIS CLUB

DSGN. & DWN. BY: [Signature] SCALE: 1"=50' DRAWING NO.



"B"