

CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 598

A BY-LAW to authorize the execution of an Agreement
with Kaufman-Morrison Limited.

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THE MUNICIPAL COUNCIL of the Corporation of the
District of Burnaby ENACTS as follows:

1. Authority is hereby given to the Reeve and Clerk
of the Corporation of the District of Burnaby to sign,
execute and affix the Corporate seal to and give delivery
to the Kaufman-Morrison Limited therein named of an
agreement between the said Kaufman-Morrison Limited and
the Corporation of the District of Burnaby all to the
extent on the terms and in the manner set forth in the
said agreement a copy whereof is hereto annexed and that
all as an act and deed of the said Corporation.

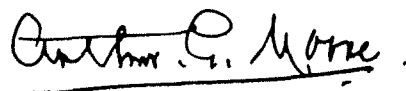
2. This By-law may be cited as "KAUFMAN-MORRISON
AGREEMENT BY-LAW 1927."

DONE AND PASSED in Open Council this Eighteenth
(18th) day of July, 1927.

RECONSIDERED and FINALLY PASSED this Twenty-fifth
(25th) day of July, 1927.




REEVE



CLERK

I, Arthur G Moore, Clerk to the Municipal
Council of the Corporation of the District
of Burnaby, hereby certify the foregoing
to be a true copy of a By-law passed by
the Municipal Council on the Twenty-fifth
(25th) day of July, 1927.


Clerk.

TRACTOR AND EQUIPMENT LEASE AGREEMENT.

This INDENTURE made in triplicate this 25th day of July
July in the year of Our Lord One thousand nine hundred and Twenty seven.

B E T W E E N

Kaufman-Morrison Limited of the City of Vancouver,
Province of British Columbia,

Hereinafter called the LESSOR

A N D

THE CORPORATION OF THE DISTRICT OF BURNABY

Hereinafter called the LESSEE

WITNESSETH

That Whereas the lessee requires the use of tractors and equipment for the purpose of grading and maintaining roads, throughfares and streets, and

Whereas the lessee has available the sum of \$5,334.50 which it may now lawfully expend for hiring tractors and equipment for the purpose specified in the next preceeding paragraph;

NOW, THEREFORE

1. The lessor, consideration of the payment of the rentals hereinafter reserved, hereby leases to the lessee

One "30" CATERPILLAR Tractor - #52668	\$4,150.00
One 7ft. Reynolds Rotary Scraper	269.00
One Russell Super-Special Grader	1,403.00
One Russell Back Sloper	152.00
One 2-ton "CATERPILLAR" Tractor - #73409	2,536.00
One Russell Motor Patrol #4	1,975.00
One Russell Scarifier for Motor Patrol #4	110.00
	<u>\$10,609.00</u>

for a term commencing on the date hereof, and ending on the 27th day of February, 1928 at a total rental of \$5,334.50, payable in seven monthly payments of \$762.07 on the 27th day of each month, the first monthly payment becoming due on the 27th day of July 1927.

2. The lessee acknowledges receipt of the said tractors and equipment in good order and condition, and upon the expiration of the term of

this lease, (in the event the option hereinafter referred to has not been exercised) or upon the sooner termination of this lease, the lessor shall be entitled to the immediate possession of said tractors and equipment, and the lessee shall thereupon deliver said tractors and equipment to the lessor at its place of business, in good order and condition, ordinary use, wear and tear thereof excepted.

3. The lessee shall have the right to make any reasonable and lawful use of said tractors and equipment, and shall take reasonable and proper care thereof, and at its own cost and expense make all necessary repairs and replacements. In the event of any default by the lessee in the payment of rent, or otherwise, this lease shall terminate at the option of the lessor.

4. The lessor hereby gives the lessee the option to renew or extend this lease at any time during the term hereof or within ten days thereafter at a rental of \$800.00 per month and upon the other terms and conditions hereof. Said renewal or extension shall be endorsed upon this lease and signed by both parties hereto.

5. The lessor hereby gives the lessee the option to purchase said tractors and equipment at any time during the term of this lease, in its *then* condition, (or within any extension or renewal thereof) or within ten days thereafter, for the purchase price of \$10,609.00 plus interest at 8% per annum from date thereof until such purchase price is paid, said purchase price to be payable in cash upon the exercise of this option. In the event that the said option is exercised, the purchase price shall be reduced by the amount of the rentals theretofore paid, and interest shall be computed on the amount of the purchase price, less rentals theretofore paid.

6. It is hereby expressly agreed that the lessor shall not in any case, or under any circumstances, be held liable for any loss or damage or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said tractors and equipment, and any and all loss or damage, and claims for loss or damage, are specifically waived by the lessee, and the lessee

covenants to indemnify and save harmless the lessor from any such loss or damage.

7. It is expressly agreed and understood that this lease casts upon the lessee no obligation whatsoever to purchase said tractors and equipment, or to renew this lease. It is further expressly agreed and understood that if in the future, the lessee avails itself of the option to renew this lease or to purchase said tractors and equipment, as herein provided, it will do so only on condition that at the time of exercising said option or renewing this lease it either has available for said purpose moneys currently available which it will then be lawfully entitled to expend or it is lawfully entitled to incur the necessary liability for the rent or the payment of the purchase price.

8. Any notice that either of the parties desires to give to the other shall be given in writing either delivered personally or sent by prepaid Canadian registered mail to the other at the address following the signature of the several parties to this agreement.

Kaufman Morrison Limited.

Lessor

by

W. P. Morrison

Manager

1325 Standard Bank Building,
Vancouver, B. C.

Corporation of the District of Burraby

Lessee

by

Charles Bell

RECEIVE

~~Chairman of the~~ Charles G. M. VTC CLERK