

**CITY OF BURNABY**

**BYLAW NO. 10906**

**A BYLAW to authorize the granting of a lease of certain  
City owned property to Chen Kun Shen**

The Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY LEASE AUTHORIZATION BYLAW NO. 2, 1999.**
2. The Council is hereby authorized and empowered to lease City owned property legally described as Lot 40, District Lot 155A, Group 1, New Westminster District, Plan 27750 and Lot 42, District Lot 155, Group 1, New Westminster District, Plan 28537 to Chen Kun Shen as more particularly described in and in the form of lease hereunto annexed as Schedule "A" (hereinafter called the "said lease").
3. The City Clerk is hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

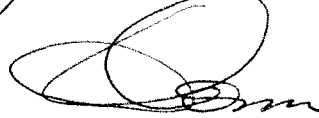
Read a first time this 1<sup>st</sup> day of MARCH 1999

Read a second time this 1<sup>st</sup> day of MARCH 1999

Read a third time this 1<sup>st</sup> day of MARCH 1999

Reconsidered and adopted this 8<sup>th</sup> day of MARCH 1999

  
MAYOR

  
CLERK

THIS AGREEMENT made and entered into as of the 3<sup>rd</sup> day of FEBRUARY, 1999.

IN PURSUANCE OF THE "LAND TRANSFER FORM ACT, PART 2"

BETWEEN:

**CITY OF BURNABY**  
4949 Canada Way  
Burnaby, B.C. V5G 1M2

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

**CHEN KUN SHEN**  
8183 13th Avenue  
Burnaby, B.C. V3N 2G3

(hereinafter called the "Lessee")

OF THE SECOND PART

**WITNESSETH:**

1. THAT in consideration of the rents, covenants and conditions herein respectively reserved and contained, the Lessor does hereby lease unto the Lessee ALL AND SINGULAR those certain parcels or tracts of land situate, lying and being in the City of Burnaby, in the Province of British Columbia, more particularly known and described as:

Lot 40, District Lot 155A, Group 1, N.W.D., Plan 27750

Lot 42, District Lot 155, Group 1, N.W.D., Plan 28537

(hereinafter called the "said demised premises").

2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of three (3) years commencing on the 1st day of January, 1999 and ending on the 31st day of December, 2001 (hereinafter called "the said term").

3. Yielding and paying therefor rent in the amount of **ONE THOUSAND THREE HUNDRED FIFTY (\$1,350.00) DOLLARS** per annum during the said term. The rent shall be payable yearly in advance upon the execution of this Agreement.

4. The Lessee covenants and agrees to pay to the Lessor all property taxes levied against the said demised premises and in the event that no property taxes are formally levied against the said demised premises by reason of the Lessor's ownership thereof, then the Lessee shall pay in lieu thereof an amount equal to the property taxes that would have been otherwise levied.

5. The Lessee covenants with the Lessor to pay rent, to pay taxes and to repair, and to keep up fences, and the Lessor may enter and view the state of repair, and the Lessee will repair according to notice, and the Lessee will not assign or sublet without leave in writing and the Lessee shall leave the said demised premises in good repair and the Lessee shall not commit waste.

6. Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

7. The Lessor covenants with the Lessee for quiet enjoyment.

8. The Lessee covenants that the said demised premises shall be used for truck gardening only and for no other purpose and that the Lessee shall cultivate the said demised premises in a proper manner according to approved agricultural practices and shall not remove the soil thereof; and the Lessee shall observe and abide by all the bylaws of the Lessor which may be

applicable to the said demised premises and that the Lessee shall not carry on any business or activity, or suffer to be carried on any business or activity on the said demised premises which shall be deemed by the Lessor to constitute a nuisance.

9. The Lessee shall not use the said demised premises for any residential purpose whatsoever and without limiting the generality of the foregoing shall not construct or place upon the said demised premises any dwelling or mobile home.

10. The Lessee may with the consent of the Lessor construct or place on the said demised premises light buildings requiring no permanent footings provided the same are required for use in truck gardening.

11. The Lessee covenants and agrees that it shall at all times be responsible for and shall indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions suits, liens of any kind whatsoever, or other proceedings by whomsoever suffered, made, brought and prosecuted and howsoever caused, in any manner based upon, occasioned by or attributable to the execution or performance of these presnets, or any action taken or thing done or maintained by virtue or in consequence hereof, or omitted to be so taken, done or maintained, or the exercise or purported exercise in any manner or rights arising hereunder.

12. The Lessee covenants that the Lessee shall not have any claim or demand against the Lessor for detriment, damage, or injury of any nature and howsoever caused to the said demised premises or to the Lessee's use and occupation thereof or to any property thereon of the Lessee.

13. The Lessee covenants with the Lessor that if the term hereby granted shall at any time be seized or taken in execution or in attachment by any creditor of the Lessee or if the Lessee shall make any assignment for the benefit of creditors or becoming insolvent shall take the

benefit of any act that may be in force for bankrupt or insolvent debtors, then the current rent shall immediately become due and payable, or if any rent has been paid in advance pursuant to these presents, the same shall immediately become forfeited to the Lessor and the term hereby granted shall at the option of the Lessor be exercised by notice in writing to the Lessee immediately become forfeited and void.

14. The Lessee covenants with the Lessor that if the rent hereby reserved or any part thereof shall be in arrears for fifteen (15) days whether or not the same shall have been in any manner demanded, or in case breach or non-observance be made or suffered by the Lessee at any time or times in or in respect of any of the other terms, covenants and conditions in this Agreement contained, which, on the part of the Lessee ought to be observed and performed, then and in every of such cases it shall be lawful for the Lessor without judicial inquiry or finding by notice in writing to cancel and determine the Agreement herein and to re-enter the said demised premises and the same to have again, repossess and enjoy, and no acceptance of rent subsequent to any breach or non-observance nor any condoning, excusing or overlooking by the Lessor on previous occasions of breaches or non-observances similar to that for which this Agreement shall be cancelled and determined shall be taken as a waiver of these conditions or in any defeat or affect the rights of the Lessor hereunder, including those rights arising out of any breach or non-observance by the Lessee antecedent to that for which this Agreement shall be cancelled and determined.

15. The Lessee covenants with the Lessor that any buildings or structures constructed or placed on the said demised premises by the Lessee during the term of the said Agreement shall, provided the Lessee has fully complied with all the terms and conditions of this Agreement, be removed by the Lessee within thirty (30) days of the termination of this Agreement and if not so removed by the Lessee may at the option of the Lessor be removed or demolished by the Lessor at the expense of the Lessee.

16. It is hereby agreed by and between the Lessor and the Lessee that if the Lessee should hold over after the expiration of the said term and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as same may be applicable to a tenancy from month to month and at the same monthly rent, and shall be determined by one month's notice in writing.

17. Any notice required to be given hereunder may be effectively given by sending the same by registered post to the Lessor at 4949 Canada Way, Burnaby, B.C. V5G 1M2 and the Lessee at 8183 13th Avenue, Burnaby, B.C. V3N 2G3, and such notice shall be deemed to have been served on the day following such posting.

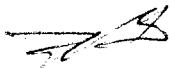
18. The Lessee shall, provided he is not in default under any of the terms and conditions of this Agreement, have the right at his option to extend the term of this Agreement for two further periods of one year each, after the expiration of the term hereof. Each such option must be exercised in writing at least three months prior to the expiration of the original or current renewal term of this Agreement as the case may be. In the event that any such option is exercised, all other terms and conditions of this Agreement except the amount of rent and except that there shall be no further right of renewal after the second renewal term. Annual rent for each of the two renewal years shall be ONE THOUSAND FOUR HUNDRED FIFTY (\$1,450.00) DOLLARS. If the Lessee fails to exercise any option to renew this Agreement as aforesaid any remaining future renewal options shall be terminated.

19. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Lessor and the heirs, executors and assigns of the Lessee.

IN WITNESS WHEREOF the Lessee has hereunto set his hand and seal and the Lessor has hereunto caused its corporate seal to be affixed by the hands of its proper officers

duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY  
THE LESSEE IN THE PRESENCE OF:

  
\_\_\_\_\_  
Name **JOSEPH Y.F. HO**  
NOTARY PUBLIC  
\_\_\_\_\_  
Address #289 - 5887 Victoria Drive  
Vancouver, B.C. V5P 3W5 CANADA  
Tel: (604) 323-2961 Fax: (604) 323-2962  
\_\_\_\_\_  
Occupation

  
\_\_\_\_\_  
CHEN KUN SHEN

THE CORPORATE SEAL OF CITY OF  
BURNABY WAS HEREUNTO AFFIXED  
IN THE PRESENCE OF:

\_\_\_\_\_  
City Clerk-Authorized Signatory