

1808

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3152

A BY-LAW to authorize the execution of a lease to Western Plywood Company Limited.

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 and execute and affix the Corporate Seal to and give delivery to Western Plywood Company Limited therein named of an Indenture of Lease between The Corporation of the District of Burnaby and the said Western Plywood Company Limited of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, more particularly described as Lots One hundred and eighty-six (186) and One hundred and eighty-seven (187) of subdivision of District Lot One hundred and sixty-five (165) Group One (1) New Westminster District, Map No. 1050, all to the extent and on the terms and conditions and in the manner set forth in the said Indenture of Lease, a true copy of which is hereunto annexed as Schedule "A" and that all as an act and deed of the said Corporation.

2. This By-law may be cited as "Western Plywood Company Limited Lease Authorization By-law 1951."

DONE AND PASSED in Open Council this Twentieth (20th) day of August A.D. 1951.

RECONSIDERED AND FINALLY PASSED this Fourth (4th) day of September A.D. 1951.



W. R. Beames

Reeve

Charles B. Brown

Clerk

THIS INDENTURE made the 22nd day of JUNE, in the year of our Lord One Thousand Nine Hundred and Fifty-one.

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,
a Municipal Corporation having its Municipal
Offices at 1930 Kingsway, South Burnaby, in
the Province of British Columbia,

(HEREINAFTER CALLED THE "LESSOR")

OF THE FIRST PART:

A N D:

WESTERN PLYWOOD COMPANY LIMITED, a body
corporate having its registered office at
900 East Kent Avenue, in the City of Van-
couver, in the said Province,

(HEREINAFTER CALLED THE "LESSEE")

OF THE SECOND PART:

W I T N E S S E T H:

1. THE Lessor hereby demises and leases unto the Lessee ALL THAT certain parcel or tract of land and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, more particularly described as Lots One Hundred and Eighty-six (186) and One Hundred and Eighty-seven (187) of Subdivision of District Lot One Hundred and Sixty-Five (165), Group One (1), New Westminster District, Map No. 1050;

TO HOLD the same unto the Lessee, its successors and assigns from the Fifteenth (15th) day of May, A.D. 1951, for the term of Twenty-years, SUBJECT NEVERTHELESS to the proviso for re-entry hereinafter contained;

YIELDING AND PAYING therefor unto the Lessor the rent of ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS in each and every year, and so in proportion for any fraction of a year, the said yearly rent to be payable in advance in each and every year on the Fifteenth (15th) day of May, the first payment, being in respect of the year commencing on the Fifteenth day of May, 1951, having been paid to the Lessor upon the execution of these presents, the receipt whereof the Lessor doth hereby acknowledge.

2. THE Lessee for itself, its successors and assigns, and to the intent that the obligations may continue throughout the term hereby granted, HEREBY COVENANTS with the Lessor, its successors and assigns as follows:-

- (a) TO pay the said yearly rent at the times and in the manner aforesaid, without any deduction, abatement or set-off whatsoever.
- (b) TO pay and discharge all rates, taxes, charges and assessments, including improvement assessments which during the term of this lease may hereafter be assessed upon or in respect to any taxable improvements which may during the term of this lease be placed or erected on the demised lands, it being understood and agreed that this covenant represents the only obligation of the lessee to pay taxes in respect of the demised premises, and that it is specifically not liable to pay taxes in respect of the demised lands or any taxes other than as aforesaid.
- (c) TO use the demised premises solely for the purposes of a log dumping and booming area, and/or for the operation of any factory or works for the utilization of forest products which might require the booming of logs.
- (d) TO conduct the said log dumping and booming in a lawful, orderly and proper manner and so as to cause no nuisance, damage, inconvenience or annoyance to the Lessor or its tenants, or to owners or occupiers of any neighbouring land.
- (e) TO maintain all buildings and erections which may be set up on the demised premises in a good state of repair and so to deliver up the same to the Lessor at the end or sooner determination of the said term; but so that the Lessee shall be at liberty, prior to the end or sooner determination of the said term, to take down and remove all machinery and trade fixtures set up in or upon the demised premises but so that in so doing no damage shall be caused to the structure of any such buildings or erections.
- (f) TO insure and keep insured any buildings or erections set up upon the demised premises from loss or damage by fire in some insurance office approved by the Lessor in the full replacement value thereof from time to time; and also, during such time or times as Canada may be engaged in war with any foreign state, or the Province of British Columbia may be engaged in war with any other Province, or a state of Civil War or Civil Commotion may prevail within the Province of British Columbia, to keep all buildings and erections upon the demised premises insured as aforesaid against loss, destruction or damage by shots, shells, bombs, or missiles projected from or used against hostile aerial craft or by bombardment of hostile guns, and from falling of air-craft or explosives whether friendly or hostile, upon any such buildings or erections. And will pay all premiums necessary for such purposes within seven days after the same shall become due and will produce to the Lessor or its

authorized agent on demand, the several policies of all such insurances and the receipts for every such payment. And will forthwith cause all moneys received by virtue of any such insurance to be laid out in reinstating and rebuilding such erections and buildings set up upon the demised premises. Provided always that if the Lessee shall fail at any time to insure and keep insured the said buildings and erections, it shall be lawful for the Lessor to do all things necessary to effect or maintain such insurance and moneys expended by the Lessor for such purpose shall be repayable to the Lessee on demand and may be recovered by action forthwith.

- (g) NOT to assign, underlet or part with possession of the demised premises or any part thereof without first obtaining the licence of the Lessor so to do.
- (h) TO permit the Lessor by its duly authorized agents and officials to enter and inspect the demised premises and any erections and buildings thereon at all reasonable times.
- (i) AT the end or sooner determination of the said term peaceably and quietly to yield and deliver up possession of the demised premises and all buildings and erections thereon to the Lessor but so that the Lessee shall be at liberty before the expiration or sooner determination of the said term, to remove all machinery and trade fixtures belonging to them, doing no damage to the structure of the said buildings and erections.

§. THE Lessor for itself, its successors and assigns HEREBY COVENANTS with the Lessee, its successors and assigns that it will, if and when the Lessee shall negotiate with the Canadian National Railway for a spur or branch siding from the existing tracks to the demised premises, do all things necessary to facilitate the construction of the said spur or branch siding in the matter of passing any by-laws necessary.

4. PROVIDED LASTLY and these presents are upon this express condition, that if any yearly payment of the said rent or any part thereof shall be in arrear for the space of seven (7) days next after the same shall become due (whether legally demanded or not) or in case there shall

be any breach, non-performance or non-observance of any of the covenants, conditions and provisos herein contained and on the part of the Lessee to be observed and performed, or if the Lessee shall go into bankruptcy or have a winding up order made against it or shall suffer any execution to be levied against its goods and effects and not paid out within Three (3) days thereafter, or if the business of the Lessee upon the demised premises shall cease to be carried on for Three (3) calendar months or the said demised premises shall be left derelict, then and in every such case it shall be lawful for the Lessor immediately or at any time thereafter (notwithstanding it may have waived or not put into force any prior cause of forfeiture) to enter upon the demised premises and repossess and enjoy the same as of their former estate and thereupon the term hereby granted shall absolutely cease and determine, but without prejudice to the rights and remedies of the Lessor under any of the covenants, provisos and agreements herein contained.

5. ANY notice required to be served by either party hereto upon the other of them shall be well and effectually served if sent by registered post addressed to the Clerk of the Corporation at its address aforesaid, or to the address of the Lessee, as the case may require.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

REEVE

CLERK