

BY-LAW NO. 4113

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to Bestwood Cedar Shingle Company Limited.

The Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This By-law may be cited as "BURNABY LEASE AUTHORIZATION BY-LAW NO. 1, 1960."
2. The Council is hereby authorized and empowered to demise and lease unto Bestwood Cedar Shingle Company Limited for the term of five years those municipally-owned lands and premises more particularly described as Blocks 4, 5, 6, and 7, District Lot 212, Group 1, New Westminster District, Plan 3080 upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto attached and marked as Schedule "A".
3. The Reeve and Clerk are hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this 15th day of February, 1960.

Read a second time this 15th day of February, 1960.

Read a third time this 15th day of February, 1960.

Reconsidered and adopted this 22nd day of February, 1960.



A handwritten signature in black ink, appearing to read "A. Stewart", written over the printed name "REEVE".

REEVE.

A handwritten signature in black ink, appearing to read "J. Shaw", written over the printed name "CLERK".

CLERK.

SCHEDULE "A"

THIS INDENTURE made and entered into this 1st day of February, 1960.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Lessor")

OF THE FIRST PART,

A N D:

BESTWOOD CEDAR SHINGLE COMPANY LIMITED, a body corporate, carrying on business in the Municipality of Burnaby and having a Post Office Box No. 2042, Vancouver, B. C.

(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, Province of British Columbia more particularly hereinafter described.

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That in consideration of the rents, covenants and conditions herein respectively reserved and contained, the Lessor doth lease unto the Lessee, ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Municipality of Burnaby, Province of British Columbia and more particularly known and described as Blocks 4, 5, 6, and 7, District Lot 212, Group 1, New Westminster District, Plan 3080 (hereinafter called "the said demised premises").
2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of five (5) years commencing on the 1st day of January, 1960 and ending on the 31st day of December, 1964.
3. YIELDING AND PAYING THEREFOR during the currency hereof as rent an amount equal to seven (7%) per cent of

the value of the land only comprising the said demised premises as such value appears on the current assessment roll of the Lessor, and so on from year to year subject only to variations in the said assessed value that may occur annually during the tenancy hereby created. It is understood that until the said assessed value is confirmed by the Court of Revision in each year, the rent shall be based on the said assessed value for the preceding year, and upon the said assessed value being confirmed the rent paid up to that time shall be adjusted and arrears or refunds paid as the case may be, and thereafter, the rent payable for the balance of the year shall be in accordance with the confirmed assessed value. The said rent shall be payable in twelve equal monthly instalments in advance on the 1st day of each and every month, during the currency hereof, without any deductions, defalcations or abatements of any kind, or on any account whatsoever, the first monthly instalment to be payable in advance on the 1st day of January, 1960.

4. The Lessee covenants with the Lessor to pay rent, and to pay taxes and water rates; and to repair; and to keep up fences; and that the Lessor may enter and view state of repair; and that the Lessor will repair according to notice and that the Lessee will not assign or sublet without leave; and that the Lessee will leave the said demised premises in good repair. Provided that if section 334 of the Municipal Act should be amended or repealed during the currency hereof, the Lessee shall notwithstanding pay as rent the amount of taxes which the Lessee would pay as occupier of the said demised premises under the provisions of section 334 as presently enacted.

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

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

7. The Lessee covenants with the Lessor to use the said demised premises only for the operation of a shingle mill and the Lessee further covenants with the Lessor to observe and abide by all laws, regulations and by-laws of the Lessor or other competent authority which may be applicable to the said demised premises and that the Lessee will 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.

8. The Lessee covenants at all times to be responsible for and to indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, liens, actions, suits or other proceedings by whomsoever suffered, made, brought or prosecuted and howsoever caused, in any manner based upon, occasioned by or attributable to the execution or performance of these presents, 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 of rights arising hereunder.

9. 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 buildings, structures, erections, improvements, motor or other vehicles, materials, supplies, goods, articles, effects, or things at any time erected, brought, placed, made or being upon the said demised premises.

10. The Lessee covenants with the Lessor that if the term hereby granted shall be at any time 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 to be exercised by notice in writing to the Lessee immediately become forfeited and void.

11. 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 lease 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 lease 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 lease shall be cancelled and determined shall be taken as a waiver of these conditions or in any way 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 lease shall be cancelled and determined.

12. The Lessee covenants with the Lessor that any building, erections and fixtures whatsoever which have been affixed to the soil and are so affixed at the termination of this lease shall be deemed to be fixed to the soil, and together with all tools and machinery on the said demised premises, the property of the Lessor. Provided that in case the Lessee has fully complied with all the terms and conditions of this lease, the Lessee may at any time within 60 days after the day upon which the lease is terminated, remove any such buildings, erections, fixtures, tools and machinery whatsoever, repairing any damage to the said demised premises occasioned by such removal, and that in default of such removal within the time aforesaid, the right, title and interest of the Lessee in all such buildings, erections, fixtures, tools and machinery whatsoever shall upon the termination of this lease cease and determine.

13. PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that if the Lessee shall hold over after the expiration of the term hereby granted, 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 shall be determined by one month's notice in writing.

14. It is hereby agreed, covenanted and understood that any notice to be served by the Lessor upon the Lessee in connection with this lease shall be sufficiently served if sent by registered post to the Lessee at its address hereinbefore set forth and such notice shall be deemed to be served on the day next following such posting.

15. Wherever the singular or the masculine is used in this indenture, it shall be deemed to include the plural or the feminine or the body politic or corporate; also the parties hereto shall be deemed to include the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them.

IN WITNESS WHEREOF the Lessor has caused these presents to be sealed with its corporate seal and signed by the Reeve and Clerk and the Lessee has caused these presents to be sealed with its corporate seal and signed by its proper officers duly authorized in that behalf on the day and year first above written.

The Corporate Seal of the Lessor was hereunto affixed in the presence of:

REEVE

CLERK

The Corporate Seal of the Lessee was hereunto affixed in the presence of:

