

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 4135

VF 1744

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to Mill & Timber Products 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. 4, 1960."
2. The Council is hereby authorized and empowered to demise and lease unto Mill & Timber Products Limited, for the term of five years those municipally-owned lands and premises more particularly known and described as Lots 7, 8, 9, 10 and 11 of Block 11 of Lot 161, Group 1, Plan 1742, New Westminster District, 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 25th day of April, 1960.

Read a second time this 25th day of April, 1960.

Read a third time this 25th day of April, 1960.

Reconsidered and adopted this 2nd day of May, 1960.



[Signature]
REEVE.
[Signature]
CLERK.

SCHEDULE "A"

THIS INDENTURE made the _____ day of April, in the year of our Lord One Thousand Nine Hundred and Sixty.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
(hereinafter called the "Lessor")

OF THE FIRST PART

AND

MILL & TIMBER PRODUCTS LIMITED, a Company duly incorporated under the laws of the Province of British Columbia, and having a place of business at 8818 Greenall Avenue, in the Municipality of Burnaby, in the Province of British Columbia (hereinafter called the "Lessee")

OF THE SECOND PART

W I T N E S S E T H that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, kept, observed and performed, the Lessor doth demise and lease unto the Lessee all and singular those certain parcels or tracts of lands and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and being more particularly known and described as Lots 7, 8, 9, 10 and 11 of Block 11 of Lot 161, Group 1, Plan 1742, New Westminster District (hereinafter called "the said demised premises").

TO HAVE AND TO HOLD the said demised premises for and during the term of five (5) years commencing on the First day of May, 1960.

YIELDING AND PAYING THEREFOR yearly and every year during the said term hereby granted unto the Lessor the sum of Two Hundred and Fifty (\$250.00) Dollars payable in advance on the First day of May in each year during the said term, the first of such payments to become due and be paid on the First day of May, 1960. Provided that if during the term of the Lease herein or any renewal thereof Section 334 of the "Municipal Act" is repealed or amended in such manner that the occupier of municipally owned lands is not required to pay taxes as occupier, the Lessee will pay in addition as

rent an amount equal to the taxes which would have been imposed had the said section not been repealed or amended.

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 Lessee 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.

The Lessee covenants with the Lessor to use the said demised premises only for the purposes of lumber storage 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.

The Lessee further covenants that he will not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the said demised premises and will at all times keep the said premises in clean and wholesome condition.

The Lessee shall not erect or place any building, erection or improvement on the said demised premises without having first submitted a plan or specification thereof to the Lessor and obtained its approval thereof in writing.

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

The Lessor covenants with the Lessee for quiet enjoyment.

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, or in respect of any matter or thing in consequence of or in connection with or arising out of the Lessee's occupancy or use of the said demised premises or out of any operation in connection therewith.

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.

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.

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.

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 thirty 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.

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.

If either party shall desire to determine the term hereby granted at any time and shall give to the other party one year's previous notice in writing of such desire and, in the case of determination by him, the Lessee shall up to the time of such determination pay the rent and observe and perform the covenants on his part hereinbefore reserved and contained then immediately on the expiration of such one year period the present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

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.

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:

