

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 4137

A BY-LAW to authorize the granting of a lease
of certain municipally-owned lands
to Alpha Lumber Products Ltd.

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. 5, 1960."

2. The Council is hereby authorized and empowered to
demise and lease unto Alpha Lumber Products Ltd. for the term
of five years those municipally-owned lands and premises more
particularly known and described as those portions of Lots 20
and 21, Block 9 of Lot 122, Group 1, Plan 1308, New Westminster
District, being the full width thereof and extending in depth
ninety (90') feet from Pender Street to a wood fence as more
particularly shown and delineated on the sketch attached to
the Lease hereunto annexed as Schedule "A" and upon the terms,
covenants and conditions more particularly set forth therein.

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 2nd day of May 1960.

Read a second time this 2nd day of May 1960.

Read a third time this 2nd day of May 1960.

Reconsidered and adopted this 9th day of May

1960.



[Signature]
R E E V E.

[Signature]
C L E R K.

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

ALPHA LUMBER PRODUCTS LTD, a Company duly
incorporated under the laws of the Province
of British Columbia, and having a place of
business at 4600 East Hastings Street, 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 that certain parcel or tract of land 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 those portions of Lots 20
and 21, Block 9 of Lot 122, Group 1, Plan 1308, New Westminster
District, being the full width thereof and extending in depth
ninety (90) feet from Pender Street to a wood fence as more
particularly shown and delineated on the sketch attached
hereto and forming part of this Indenture (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 a sum
equal to two thirds of seven (7%) per cent of the value of
the lands comprised in all and singular those certain parcels
or tracts of land and premises situate in the Municipality of

Burnaby and described as Lots 15 and 16, Block 9 of Lot 122, Group 1, Plan 1308, New Westminster District, as such value appears on the then current Assessment Roll of the Lessor. 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 and agrees that it will use the said lands as a parking lot for customer parking, and for no other purpose, and that it will develop the said lands and utilize same in accordance with the sketch thereof hereunto annexed, and that pursuant thereto the Lessee will landscape set back areas on Pender Street and Alpha Avenue as shown thereon and will separate the dwelling house and surrounding lands at the rear of said lots from the parking area by a good and workmanlike fence at least four (4') in height.

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 30 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.

The Lessor covenants with the Lessee that if the Lessee duly and regularly pays the said rent, and performs all and every of the covenants, provisos and agreements herein, and on the part of the Lessee to be paid and performed, the Lessor will at the expiration of the term hereby demised upon the written request of the Lessee mailed to the Lessor not later than three months before the expiration of the said term, grant to the Lessee a renewal lease of the said demised premises for a further term of five (5) years at the same rent and times of payment and subject to the same covenants, provisos and agreements as are herein contained other than this present 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:

