

VF 1744

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 4151

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to Stanley Byron Hardcastle and Dianne Mavis Hardcastle.

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. 8, 1960."
2. The Council is hereby authorized and empowered to demise and lease unto Stanley Byron Hardcastle and Dianne Mavis Hardcastle, for the term of five years those municipally-owned lands and premises more particularly known and described as the West half of Lot 11, Block 26 of Lot 121, Group 1, Plan 1054, 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 27th day of June 1960.
 Read a second time this 27th day of June 1960.
 Read a third time this 27th day of June 1960.
 Reconsidered and adopted this 4th day of July 1960.



[Signature]
 ACTING R E E V E

[Signature]
 C L E R K

SCHEDULE "A"

THIS INDENTURE made the ^{4th} day of ^{July} June, 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:

STANLEY BYRON HARDCASTLE, Clerk,
DIANNE MAVIS HARDCASTLE, His wife, both of
"Joint Tenants" 4244 Union Street, in the
Municipality of Burnaby,
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 the West half of Lot 11, Block 26 of Lot 121, Group 1, Plan 1054, New Westminster District (hereinafter called "the said demised premises"); excepting and reserving unto the Lessor the full, free, and uninterrupted right, liberty and easement for the Lessor, its servants, employees, agents, and all others the licensees of the Lessor at all times hereafter by day and by night, and at their will and pleasure for the benefit of the Lessor, to enter, use, labour, go, return, pass and repass upon, over and along the said demised premises and to dig up and remove the soil thereof, and to lay down, construct, install, operate and maintain water mains, sewers, drains, manholes, pipes, or any of them or any other utility (hereinafter called "the said works") for the purpose of conveying, draining or disposing of water, sewage, liquid waste, or any of them, over, through and under the said demised premises, as the Lessor may

require or may deem expedient, and the same to cover with soil, alter, relocate, enlarge, remove, repair, renew, inspect and replace as may be necessary or expedient together with the right, liberty and easement of unobstructed ingress and egress to and from the said demised premises for the Lessor, its servants, employees, agents and all others the licensees of the Lessor, with vehicles, supplies, materials and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights, privileges and easements hereby reserved and kept unto the Lessor.

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

YIELDING AND PAYING THEREFOR yearly and every year during the said term hereby granted unto the Lessor the sum of One (\$1.00) Dollar payable in advance on the First day of July, in each year during the said term, the first of such payments to become due and be paid on the First day of July, 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 including a proportionate part of the sum that would have been the amount of the current year's taxes on the said demised premises if same had been assessed and taxed as if in the hands of a holder, occupier or owner thereof other than the Corporation; and to pay 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 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 shall not do any act or permit any act to be done to interfere with or injure the said works and without limiting the generality of the foregoing the Lessee shall not, without the prior consent in writing of the Lessor, excavate, drill, install, build, erect, or place or permit to be excavated, drilled, installed, built, erected, or placed upon, over or under the said demised premises any pit, well, foundation, pavement, building or other structure or installation, or erect or maintain or permit to be erected or maintained any embankment or fill upon the said demised premises, but otherwise the Lessee shall have the right fully to use and enjoy the said demised premises except as the same may be necessary for the purposes herein reserved unto the Lessee.

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 covenants and agrees to cultivate the said demised premises in a good and proper manner and in a like manner to sow same in grass and such ornamental shrubs and bushes of his choosing and to maintain and to keep same and the said demised premises in a good and ornamental condition.

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, or should the Lessee cease to be the occupier 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, and being more particularly described as the East half of Lot "A", Block 26, of Lot 121, Group 1, Plan 10333, New Westminster District, then and in every of such cases it shall be lawful for the Lessor without judicial inquiry or finding 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 thereupon the term hereby created shall forthwith determine, 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 Lessor further covenants and agrees to pull down and remove in a workmanlike manner so as not to cause any damage to the said works all or any buildings or structures that may be erected on the said demised premises within one month of the expiration of the term hereby granted and to make adequate compensation to the Lessor for all damage caused by the removal of buildings or structures as aforesaid.

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 hereunto set his hand and seal on the day and year first above written.

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

REEVE

CLERK

Signed, Sealed and Delivered by the Lessee in the presence of:

