

THE CORPORATION OF THE DISTRICT OF BURNABY

VF 1744

BY-LAW NO. 4225

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to James William Ingram and Audrey Ethel Ingram.

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 1961".
2. The Council is hereby authorized and empowered to demise and lease unto James William Ingram and Audrey Ethel Ingram, those municipally-owned lands and premises more particularly known and described as Lot 4 Block 19 of Lot 27 Group 1 Plan 1077 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 20th day of March, 1961.

Read a second time this 20th day of March, 1961.

Read a third time this 20th day of March, 1961.

Reconsidered and adopted this 27th day of March, 1961.



[Signature]
REEVE

[Signature]
CLERK

SCHEDULE "A"

THIS INDENTURE made the 17th day of January, in the year of Our Lord One Thousand Nine Hundred and Sixty One.

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:

JAMES WILLIAM INGRAM,
AUDREY ETHEL INGRAM, His wife, both of
390 - 17th Avenue, 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 as follows:

1. Subject to the proviso in clause five paragraph (a) hereinafter contained and 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, Province of British Columbia, and being more particularly known and described as Lot 4 Block 19 of Lot 27 Group 1 Plan 1077 New Westminster District (hereinafter called "the said demised premises"); TO HAVE AND TO HOLD the said demised premises unto the Lessee as from the First day of January, 1961, for and during the term of one year and thereafter from year to year until determined as hereinafter provided; YIELDING AND PAYING THEREFOR the following rents:

- (1) for the first year the sum of One (\$1.00) Dollar together with an amount equal to the taxes which would have been imposed upon the said demised premises had same been liable to assessment and taxation for the said year, such payment to become due and be paid on the 31st day of May, 1961.

- (ii) Thereafter 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 January in each year, the first of such payments to become due and be paid on the First day of January, 1962. Provided that if during the term of the Lease herein Section 334 of the Municipal Act is repealed or amended in such manner that the occupier of municipally owned land 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.

2. The Lessee covenants and agrees with the Lessor as follows:

- (a) To pay rent.
- (b) To pay taxes.
- (c) To repair.
- (d) To keep up fences.
- (e) That the Lessor may enter and view state of repair.
- (f) To repair according to notice.
- (g) Not to assign or sublet without leave.
- (h) To leave the said demised premises in good repair.
- (i) To use the said demised premises for garden purposes only, and for no other purpose.
- (j) 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.
- (k) 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 demised premises in a clean and wholesome condition.
- (l) That he will not use the said demised premises, or permit them to be used, for the purposes of any business, trade or manufacture of any description or so as to cause nuisance, annoyance or inconvenience to the Lessor or the occupiers of neighbouring houses, or for any purpose or activity which shall be deemed by the Lessor to constitute a nuisance.
- (m) 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.

- (n) 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.
 - (o) 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.
 - (p) Not to erect, construct or install upon, over or under the said demised premises any building, erection or other structure or installation whatsoever.
3. The Lessor covenants with the Lessee for quiet enjoyment.
4. Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants.
5. Provided always and it is hereby covenanted and agreed as follows:
- (a) If either party shall desire to determine the tenancy at any time and shall give to the other party six (6) months 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 six months period the present demise and tenancy herein granted and everything herein contained shall cease and be void.
 - (b) That if the rent hereby reserved or any part thereof shall be unpaid for fifteen (15) days after becoming payable, whether formally demanded or not, or if any covenant, term or condition on the Lessee's part herein contained shall not be performed or observed or 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 his creditors or becoming insolvent shall take the benefit of any Act that

may be in force for bankrupt or insolvent debtors then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the said demised premises or any part thereof in the name of the whole and thereupon this demise and the tenancy herein granted shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the tenant's covenants herein contained; and no acceptance of rent subsequent to any breach or non-observance nor any condoning, excusing nor overlooking by the Lessor on previous occasions of breaches or non-observances similar to that for which re-entry is made, shall be taken to operate as a waiver of this condition, or in any way to defeat or affect the rights of the Lessor hereunder.

(c) 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 his address hereinbefore set forth and such notice shall be deemed to be served on the day next following such posting.

6. 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:

