

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 4227

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to Louis Ben Doffner and Ila Doffner.

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. 2, 1961".

2. The Council is hereby authorized and empowered to demise and lease unto Louis Ben Doffner and Ila Doffner, for the term of ten years, those municipally-owned lands and premises situate, lying and being in the Municipality of Burnaby, Province of British Columbia, and being a portion of Block 10 of Lot 42 Group 1 Plan 3055 New Westminster District, more particularly described as follows:

COMMENCING at a point on the Easterly boundary of said Block 10, said point lying 310.00 feet Southwardly from the North-Easterly corner thereof;

Thence Westwardly and perpendicular to the Easterly boundary of Block 10, aforesaid, 140.00 feet, to a point;

Thence Southwardly and parallel to the Easterly boundary of said Block 10, 128.00 feet, to a point;

Thence Eastwardly and perpendicular to the Easterly boundary of Block 10, aforesaid, 140.00 feet, to an intersection therewith;

Thence Northwardly and following the Easterly boundary of said Block 10, 128.00 feet to the point of commencement, and containing by estimation, 0.41 of an acre, be the same more or less, as shown outlined in Red colour on the plan attached to the form of 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 4th day of April, 1961.

Read a second time this 4th day of April, 1961.

Read a third time this 4th day of April, 1961.

Reconsidered and adopted this 10th day of April,  
1961.



*A. H. Bennett*  
R E E V E

*J. Shaw*  
C L E R K

SCHEDULE "A"

THIS INDENTURE made the                    day of  
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

LOUIS BEN DOFFNER, Retired,  
ILA DOFFNER, His wife, both of 4519 Piper  
"Joint Tenants" 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 that in consideration of the  
rents, covenants and agreements hereinafter reserved and  
contained on the part of the Lessee to be paid, kept, ob-  
served 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 a portion  
of Block 10 of Lot 42 Group 1 Plan 3055 New Westminster  
District, more particularly described as follows:

COMMENCING at a point on the Easterly boundary of  
said Block 10, said point lying 310.00 feet Southwardly  
from the North-Easterly corner thereof;

Thence Westwardly and perpendicular to the Easterly  
boundary of Block 10, aforesaid, 140.00 feet, to a point;

Thence Southwardly and parallel to the Easterly  
boundary of said Block 10, 128.00 feet, to a point;

Thence Eastwardly and perpendicular to the Easterly  
boundary of Block 10, aforesaid, 140.00 feet, to an inter-  
section therewith;

Thence Northwardly and following the Easterly boundary  
of said Block 10, 128.00 feet to the point of commencement,  
and containing by estimation, 0.41 of an Acre, be the same

more or less, as shown on the Plan hereunto annexed, and thereon outlined in Red colour. Together with all buildings thereupon erected, or hereafter during the term hereby granted to be erected, and also with all ways, paths, passages, privileges, advantages, and appurtenances whatsoever to the said lands belonging or otherwise appertaining.

(Hereinafter called "the said demised premises").

TO HAVE AND TO HOLD the said demised premises for and during the term of Ten (10) years commencing on the First day of May, 1961, and ending on the Thirtieth day of April, 1971.

YIELDING AND PAYING THEREFOR unto the Lessor monthly and every month during the said term hereby granted the sum of Sixty (\$60.00) Dollars payable in advance on the first day of each month, the first of such payments to become due and be paid on the First day of May, 1961.

THE LESSEE COVENANTS AND AGREES with the Lessor to pay rent;

AND to pay taxes; and to pay rates for water, electric light, gas, telephone and any other public utility;

AND to repair;

AND To keep up fences;

AND not to cut down timber;

AND to insure from fire in the joint names of the Lessor and the Lessee;

AND the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice;

AND that the said Lessee will not use the said demised premises as a shop and that he will use the said demised premises as a private dwelling house only and for no other purpose, and will not use same or permit them to be used for the purpose of any business, trade or manufacture of any description, or as a boarding or lodging house;

AND will not assign without leave;

AND will not sublet without leave;

AND that he will leave the premises in good repair;

AND 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;

AND to observe and abide by all laws, regulations and by-laws of the Lessor or other competent authority which in any manner relate to or affect the said demised premises, and to indemnify and save harmless the Lessor from any costs, charges or damages to which the Lessor may be put or suffer by reason of the breach of any such law or regulation;

AND to keep whole and in good order all glass, pipes, faucets, water fixtures, heating apparatus, plaster and woodwork until the determination of this Lease and leave the same in good order and condition and will not do or suffer to be done any damage whatsoever to the said demised premises or any part thereof;

AND that he will not remove, alter, or change the position or style in any building or fence on the said lands, or make or suffer any alterations or additions to any building now upon the said lands, or erect any new building on the said lands without having first submitted the plan or specification thereof to the Lessor and obtained his approval thereof in writing, and at the end of the said term such alterations and additions shall become the property of the Lessor without payment being made therefor; PROVIDING nevertheless, that the Lessor may, at his option, at the end of the said term, require the Lessee to remove such alterations and additions and put the said demised premises in the same structural condition as they were at the commencement of this Lease.

AND IT IS HEREBY AGREED AND DECLARED that in case the Lessee shall become insolvent or make an Assignment for the benefit of creditors or in case the said demised premises or any part thereof become vacant and unoccupied for the period of six months or be used by any other person or persons or for any other purpose than is hereinbefore provided without the written consent of the Lessor this Lease shall, at the option of the Lessor, cease and be void and the term hereby created shall expire and be at an end, anything hereinbefore contained to the contrary notwithstanding, and the then current month's rent shall thereupon become due and payable and the Lessor may re-enter and take possession of the premises as though the Lessee or his servants or other occupant or occupants of the said demised premises was or were holding over after the expiration of the said term, and the term shall be forfeited and void.

AND IT IS HEREBY AGREED AND DECLARED that in case the premises hereby demised or any part thereof shall, at any time during the term hereby granted, be burned down or damaged by fire so as to render the same unfit for the purpose of the said Lessee then and so often as the same shall happen the rent hereby reserved or the proportionate part thereof, according to the nature and extent of the injuries sustained and all remedies for recovering the same shall be suspended and abated until the said demised premises shall have been rebuilt or made fit for the purpose of the said Lessee, or, at the option of the Lessor, that the term hereby granted shall in such case forthwith come to an end. And the Lessee shall cease to become liable for any rent agreed to be paid under the above covenants except in respect of such rent as shall have already accrued due and shall be entitled to be repaid any rent paid in advance for the balance of the period so paid for in advance.

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

THE LESSEE FURTHER COVENANTS AND AGREES 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, or in respect of any accident, damage or injury to any person, property, animal or thing by, from or on account of the same.

THE LESSEE FURTHER COVENANTS AND AGREES 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 said Lessor covenants with the said Lessee for quiet enjoyment.

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the said 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 a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that if either party shall desire to determine the term hereby granted at any time and shall give to the other party ninety (90) days 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 ninety (90) days period the present demise and everything herein contained shall cease and be void.

IT IS HEREBY AGREED AND DECLARED that the term "Lessee" where used throughout these presents shall be deemed to include and bind the heirs, executors, administrators and assigns of the Lessee.

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.

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:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address



**PLAN OF A PORTION OF  
BLOCK 10, DISTRICT LOT 42,  
GROUP 1,  
NEW WESTMINSTER DISTRICT  
ACCORDING TO PLAN 3055.**

Deposited in the Land Registry  
Office at New Westminster B.C.  
This      day of                      1961

Scale: 1 inch = 100 feet

Bearings are astronomic and referred  
to the Meridian of Plan 3055.

