

THE CORPORATION OF THE DISTRICT OF BURNABY

VF 1672

BY-LAW NO.4233

A BY-LAW to authorize the subletting of
Water Lot 5870 to MacMillan,
Bloedel & Powell River Industries
(Alberni) Ltd.

WHEREAS The Corporation is Lessee under an Indenture of Lease dated the 25th day of February, 1943, and made between His Majesty the King, represented by the Minister of Lands for the Province of British Columbia as Lessor and The Corporation of the District of Burnaby as Lessee for the term of twenty one (21) years from the date thereof of all that piece of land situate, lying and being in Group 1 New Westminster District and being composed of Lot 5870, containing in aggregate 0.243 acres, more or less.

AND WHEREAS MacMillan, Bloedel & Powell River Industries (Alberni) Ltd. desire to utilize the said Lot 5870 as a log holding and booming ground and applied to Council for a sub-lease thereof and Council granted such application.

AND WHEREAS by a Lease dated the 19th day of December, 1960, The Corporation did demise and Lease unto MacMillan, Bloedel & Powell River Industries (Alberni) Ltd. the said Lot 5870 to hold the same for all the residue then unexpired of the said term of twenty one (21) years less the last three (3) days.

NOW THEREFORE 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. 3, 1961".

2. The said Lease dated the 19th day of December, 1960, and made between The Corporation of the District of Burnaby as Lessor and MacMillan, Bloedel & Powell River Industries (Alberni) Ltd. as Lessee is hereby ratified and confirmed and the Council is hereby authorized and empowered to demise and lease unto the said MacMillan, Bloedel & Powell River Industries (Alberni) Ltd. upon the terms covenants and conditions more particularly set forth in the form of Lease hereunto annexed and marked as Schedule "A" and of and from the date thereof, all that piece of land situate, lying and being in Group 1 New Westminster District and being composed of Lot 5870, containing in aggregate 0.243 acres, more or less.

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 10th day of April 1961.

Read a second time this 10th day of April 1961.

Read a third time this 10th day of April 1961.

Reconsidered and adopted this 17th day of April

1961.



[Handwritten signature]
R E E V E

[Handwritten signature]
C L E R K

SCHEDULE "A"

THIS INDENTURE made the 19th day of December,
1960.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
(Hereinafter called the "Lessor")
OF THE FIRST PART

AND:

MacMILLAN, BLOEDEL & POWELL RIVER INDUSTRIES
(ALBERNI) LTD., a body corporate, with a place
of business at the foot of South Boundary
Road in the Municipality of Burnaby, Province
of British Columbia,
(Hereinafter called the "Lessee")
OF THE SECOND PART

WITNESSETH AS FOLLOWS:

The Lessor hereby demises unto the Lessee all that piece of land situate, lying and being in Group 1 New Westminster District and being composed of Lot 5870, containing in the aggregate 0.243 acres, more or less with the appurtenances thereto appertaining, (hereinafter called "the said demised premises") which lands are held by the Lessor under an Indenture of Lease dated the 25th day of February, 1943, and made between His Majesty the King, represented by the Minister of Lands for the Province of British Columbia as Lessor and the Lessor as Lessee for the term of twenty one (21) years from the date thereof.

TO HOLD the said demised premises unto the Lessee for all the residue now unexpired of the said term of twenty one (21) years less the last three (3) days.

YIELDING AND PAYING therefor unto the Lessor in advance on the 25th day of February in each year the yearly rental of One Hundred (\$100.00) Dollars, the first of such payments of rent to be made on the 25th day of February, 1961.

The Lessee to the intent that the obligations may continue throughout the term hereby granted hereby covenants with the Lessor as follows:

(a) To pay the reserved rent on the days and in the manner aforesaid.

(b) To pay all taxes rates and assessments charged or levied upon the said demised premises by any competent authority.

(c) Not to assign or sublet or part with the possession of the said demised premises or any part thereof without the previous consent in writing of the Lessor such consent not to be unreasonably withheld.

(d) To use the said demised premises only as a log holding and booming ground.

(e) To comply with all rules regulations and by-laws of any competent authority from time to time in force affecting the said demised premises or the use thereof by the Lessee.

(f) To be responsible for and to indemnify and save harmless the Lessor from and against all claims, demands, losses, costs, damages, liens, actions, suits, or other proceedings by whomsoever 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 of 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.

(g) To yield up peaceably the said demised premises at the termination of the tenancy hereby created.

The Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall peaceably hold and enjoy the said demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for it.

PROVIDED ALWAYS AND IT IS HEREBY AGREED between the parties hereto:

(a) That if the rent hereby reserved or any part thereof shall be unpaid for fifteen (15) days (whether formally demanded or not) or if there be default, breach or non-observance by the Lessee at any time in respect of any covenant, proviso, condition or reservation herein which, on the part of the Lessee, ought to be observed or performed or if the Lessee shall become bankrupt or insolvent or if any receiving order in bankruptcy shall be made against the Lessee or it shall make any assignment for the benefit of its creditors under the Bankruptcy Act then and in every such case it shall be lawful for the Lessor or any person or persons duly authorized by it in that behalf at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereafter have, possess and enjoy them as if this Indenture had not been made; and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any antecedent breach of the Lessee's covenants herein contained.

(b) That as from the date of cancellation or termination of these presents by effluxion of time or otherwise, this Lease shall absolutely cease and determine without re-entry or other act or suit or legal proceedings to be brought or taken, and the Lessee shall, upon such cancellation or termination, immediately and at the Lessee's expense remove from the said demised premises any and all such property

constructed, erected, made, brought or placed thereon by the Lessee and shall restore the said demised premises in as good a condition as prevailed immediately prior to the commencement of the term herein granted, and in the event of the failure of the Lessee so to do with reasonable expedition, of which the Lessor shall be the sole judge, the Lessor may effect such removal and restoration at the Lessee's own risk and expense (and in such event any property so removed shall not vest in the Lessee but in the Lessor); but the Lessee shall not by reason of any action taken or things done or performed or required under this clause be entitled to any compensation, reimbursement or indemnity whatsoever.

(c) That this Lease is subject in all respects to the terms of the said Lease of the 25th day of February, 1943, made between His Majesty The King, represented by the Minister of Lands for the Province of British Columbia as Lessor and the Lessor as Lessee.

(d) That nothing herein contained shall be construed in a manner which will interfere with the rights of the Lessor in its administrative capacity.

(e) That this Lease is subject to all rights of Free Miners under the Mining laws of the Province of British Columbia and to the "Navigable Waters Protection Act" being Chapter 193, R.S.C. and amendments.

(f) That any notice which is required to be given under the terms of this Indenture may be effectually given to the parties hereto by mailing the same at any post-office in Burnaby or Vancouver, British Columbia, directed to the parties hereto at their respective addresses hereinbefore referred to. Any such notice shall be deemed to have been given on the third day following that on which it is mailed.

(g) That if the Lessor shall desire to determine the term hereby granted at any time and shall give to the Lessee three (3) months previous notice in writing of such desire then immediately on the expiration of such three (3) months 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.

(h) The expression "Lessor" shall include the successors and assigns of the Lessor and the expression "Lessee" shall include the successors and permitted assigns of the Lessee.

IN WITNESS WHEREOF the Lessor and Lessee have hereunto caused their corporate seals to be affixed.

THE CORPORATE SEAL OF THE
CORPORATION OF THE DISTRICT
OF BURNABY WAS HEREUNTO AFFIXED
IN THE PRESENCE OF:

REEVE

CLERK

THE CORPORATE SEAL OF MacMILLAN,
BLOEDEL & POWELL RIVER INDUSTRIES
(ALBERNI) LTD., WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:

DIRECTOR

SECRETARY