

VF 1747

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 4263

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to William Maurice Cotton and Nancy Cotton.

WHEREAS by a Lease Agreement dated the 24th day of April, 1961, The Corporation did demise and lease unto William Maurice Cotton and Nancy Cotton those municipally owned lands situate, lying and being in the Municipality of Burnaby, Province of British Columbia, and being more particularly described as Block 6 of Lot 138 Group 1 Plan 1256 New Westminster District, for the term and upon the conditions therein set forth.

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. 4, 1961".
2. The said Lease dated the 24th day of April, 1961, and made between The Corporation of the District of Burnaby as Lessor and William Maurice Cotton and Nancy Cotton, as Lessees is hereby ratified and confirmed and the Council is hereby authorized and empowered to demise and lease unto the said William Maurice Cotton and Nancy Cotton 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, those municipally owned lands and premises situate, lying and being in the Municipality of Burnaby, Province of British Columbia, and being more particularly known and described as Block 6 of Lot 138 Group 1 Plan 1256 New Westminster District.

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 19th day of June, 1961.

Read a second time this 19th day of June, 1961.

Read a third time this 19th day of June, 1961.

Reconsidered and adopted this 26th day of June,
1961.



[Handwritten signature]

R E E V E

[Handwritten signature]

C L E R K

SCHEDULE "A"

THIS INDENTURE made the 24th day of April,
in the year of Our Lord One Thousand Nine Hundred and
Sixty-One.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

B E T W E E N :

THE CORPORATION OF THE DISTRICT OF BURNABY,

(Hereinafter called the "Lessor")

OF THE FIRST PART

A N D :

WILLIAM MAURICE COTTON, Barrister and Solicitor,
and NANCY COTTON, His wife, both of 7550 Curtis
Street, in the Municipality of Burnaby, Province of
British Columbia, Joint Tenants,

(Hereinafter called the "Lessees")

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 Lessees to be paid, kept, ob-
served and performed, the Lessor doth demise and lease unto
the Lessees 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 Block 6
of Lot 138 Group 1, Plan 1256 New Westminster District,
together 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 Five (5) years commencing on the
first day of June, 1961, and ending on the thirty first
day of May, 1966.

YIELDING AND PAYING THEREFOR unto the Lessor monthly and every month during the said term hereby granted the sum of Seven (\$7.00) 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 June, 1961. PROVIDED that if during the term of the Lease herein Section 336 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 Lessees 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 LESSEES covenant and agree with the Lessor to pay rent;

AND to pay taxes;

AND to pay a proportionate part of the sum that would have been the amount of the current year's taxes on the said demised premises if the same had been assessed and taxed as if in the hands of a holder, occupier or owner thereof other than the Lessor;

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

AND to use the said demised premises for garden purposes only, and for no other purpose;

AND that the said Lessees will not use the said demised premises, or permit them to be used, for the purpose of any business, trade or manufacture of any description whatsoever or so as to cause nuisance, annoyance or inconvenience to the Lessor or to the occupiers of neighbouring properties, or for any purpose or activity which shall be deemed by the Lessor to constitute a nuisance;

AND not to erect, construct or install upon, over or under the said demised premises any building, erection or other structure or installation whatsoever;

AND will not assign without leave;

AND will not sublet without leave;

AND that they 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 that they will cultivate the said demised premises in a good and proper manner and in a like manner will sow same in grass and such ornamental trees, shrubs and bushes of their choosing and will maintain and keep same and the said demised premises in a good and ornamental condition;

AND to observe and abide by all laws, regulations and by-laws of the Lessor or of 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 IT IS HEREBY AGREED AND DECLARED that in case the Lessees 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 or if the rent hereby reserved or any part thereof shall be unpaid for fifteen days after becoming payable, whether formally demanded or not, or if any covenant, term or condition on the Lessees' 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 Lessees 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 Lease shall cease and be void and the term hereby created shall expire and be at an end, anything hereinbefore to the contrary notwithstanding, but without prejudice

to the right of action of the Lessor in respect of any breach of the tenants' covenants herein contained, and the then current months rent shall thereupon become due and payable and the term herein shall be forfeited and void.

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

THE LESSEES further covenant and agree 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 Lessees' occupation 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 LESSEES further covenant and agree that the Lessees 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 Lessees' 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 Lessees for quiet enjoyment.

THE LESSOR further covenants with the said Lessees, if it should be desired at any time during the term of this Lease to sell or dispose of the said demised premises shall forthwith forward to the Lessees notice in writing of its intention so to do, the date and time of the proposed sale under the provisions of the "Municipal Act".

THE SAID LESSOR further covenants with the said Lessees that upon the termination of this Lease or the extension thereof, the Lessees shall, prior to the termination of the said Lease, have the right to remove any ornamental trees, shrubs, bushes or plants planted by the said Lessees upon the demised premises on or after the first day of June, 1961.

PROVIDED ALWAYS, and it is hereby agreed by and between the parties hereto that if the said Lessees 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.

PROVIDED and it is further understood and agreed by and between the parties hereto that if the Lessor shall desire to determine the term hereby granted at any time and shall give to the Lessees ninety (90) days previous notice in writing of such desire then immediately on the expiration of such ninety (90) day period the present demise and everything herein contained shall cease and be void.

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

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 Lessees have hereunto set their hands and seals 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 LESSEES IN THE PRESENCE OF:

NAME

ADDRESS

OCCUPATION

William Maurice Cotton

Nancy Cotton