

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 4722

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to Peter Wong, carrying on business under the firm name and style of Burnaby Garden Centre, and the said Peter Wong.

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, 1965".

2. The Council is hereby authorized and empowered to demise and lease unto Peter Wong, carrying on business under the firm name and style of Burnaby Garden Centre, and the said Peter Wong, those municipally-owned lands and premises more particularly known and described as Lot 19, Block 7, D.L.'s 116/186, Plan 1236, Group 1, 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 5th day of April, 1965.

Read a second time this 5th day of April, 1965.

Read a third time this 5th day of April, 1965.

Reconsidered and adopted this 12th day of April,

1965.



*[Signature]*  
R E E V E

*[Signature]*  
C L E R K

SCHEDULE "A"

THIS INDENTURE made and entered into this 1st  
day of April 1965.

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,

A N D:

PETER WONG, carrying on business under the firm  
name and style of Burnaby Garden Centre, having  
its principal place of business at 3807 East  
Hastings Street in the Municipality of Burnaby,  
Province of British Columbia, and the said Peter  
Wong,  
(hereinafter called the "Lessee")

OF THE SECOND PART.

W I T N E S S E T H:

1. THAT in consideration of the rents, covenants and conditions herein respectively reserved and contained, the Lessor doth lease unto the Lessee, ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as Lot 19, Block 7, D.L.'s 116/186, Plan 1236, Group 1, New Westminster District, having the municipal address of 3815 Hastings Street, (hereinafter called "the said demised premises").
2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of three months commencing on the 1st day of April, 1965 and ending on the 30th day of June, 1965.
3. YIELDING AND PAYING THEREFOR the clear monthly rent of Twenty-Seven Dollars and Fifty Cents (\$27.50) payable in advance on the 1st day of April, 1965, on the 1st day of May,

1965, and on the 1st day of June, 1965. Notwithstanding the payment of rent, the Lessee covenants and agrees that section 336 of the Municipal Act shall apply to these presents and that the said demised premises and the improvements thereon shall be liable to assessment and taxation and that the taxes levied thereon shall be paid by the Lessee on the 1st day of each month of the term of this lease, being calculated as a one-twelfth portion of the annual taxes for each of the said payments.

4. (a) The Lessee covenants with the Lessor to pay rent; and to repair; and to keep up fences; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and that the Lessee will not assign or sublet without leave in writing; and that the Lessee shall leave the said demised premises in good repair to the satisfaction of the Lessor's Engineer.

(b) The Lessee further covenants and it is expressly agreed and understood that any material placed upon the property during the period of this lease be completely removed by the 30th day of June, 1965 and that any work done on or about the site is to be undertaken in accordance with the requirements of the Engineering Department of the Corporation.

(c) The Lessee covenants with the Lessor that if deemed acceptable by the Corporation, any fencing that is placed on or about the property be allowed to remain after the expiry of the term of this lease for as long a period as may be determined by the Corporation. Any such fence shall be deemed to become part of the lands herein.

5. PROVISIO FOR RE-ENTRY for the Lessor on non-payment of rent or non-performance of covenants.

6. The Lessor covenants with the Lessee for quiet enjoyment.

7. The Lessee covenants that the said demised premises shall be used as an outdoor commercial shop in connection with its garden centre business carried on at 3807 East Hastings Street, in the Municipality of Burnaby aforesaid, and for no other purpose and that the Lessee will observe and abide by all by-laws of the Lessor 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.

8. The Lessee covenants and agrees not to erect, construct or maintain any building, structure, erection, improvement or occupation of any kind whatsoever on the said demised premises except as herein provided without the consent in writing of the Lessor first had and obtained.

9. 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.

10. The Lessee covenants and agrees that it shall at all times be responsible for and shall indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits, liens of any kind whatsoever, 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.

These presents shall enure to the benefit of and be binding upon the parties hereto, the respective successors and assigns of the Lessor and the successors and permitted assigns of the Lessee.

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 caused its seal to be affixed hereto under the hands of its proper officers duly authorized in that behalf 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 in the presence of:

The Seal of the Lessee was hereunto affixed in the presence of:

*J. E. ...*  
\_\_\_\_\_  
*Peter ...*  
\_\_\_\_\_

*J. W. Grist*  
\_\_\_\_\_