

THE CORPORATION OF THE DISTRICT OF BURNABY

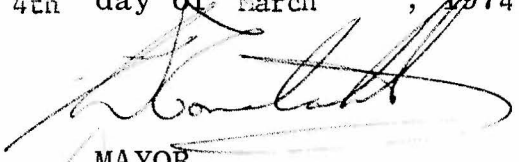
BY-LAW NO. 6371


A BY-LAW to authorize the granting of a lease
of certain municipally-owned lands
to Sou Ying Lee.

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. 9, 1973.
2. The Council is hereby authorized and empowered to demise and lease unto Sou Ying Lee that municipally owned land more particularly known and described as Lot 111 of District Lots 157 and 163, Group 1, Plan 26519; EXCEPT: Firstly: Part subdivided by Plan 40401; Secondly: Part subdivided by Plan 42708, 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 Mayor and Deputy 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 25th day of February , 1974
Read a second time this 25th day of February , 1974
Read a third time this 25th day of February , 1974
Reconsidered and adopted this 4th day of March , 1974


MAYOR


DEPUTY CLERK



SCHEDULE "A"

THIS INDENTURE made and entered into this 15th day of
October, 1973.

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:

SOU YING LEE

(hereinafter called the "Lessee")

OF THE SECOND PART

W I T N E S S E T H :

1. In consideration of the terms, covenants and conditions hereinafter contained on the part of the Lessee to be paid, observed and performed the Lessor doth hereby 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, in the Province of British Columbia, and more particularly known and described as Lot 111 of District Lots 157 and 163, Group 1, Plan 26519; EXCEPT: Firstly: Part subdivided by Plan 40401; Secondly: Part subdivided by Plan 42708, New Westminster District (hereinafter called the "said demised premises").

2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for a period of one year commencing on the 1st day of December 1973. Provided that either party hereto may terminate this indenture upon giving to the other six months' notice in writing.

3. YIELDING AND PAYING THEREFOR unto the Lessor in advance on the 1st day of December, 1973 the rent of \$706.40 payable at the office of the Lessor, and whether demanded or not, and on the 1st day of December, 1973 an amount equal to one-twelfth (1/12th) of the annual taxes which would be levied upon the said demised premises if the same were privately owned, without any deductions of any kind whatsoever.

3. The Lessee covenants with the Lessor.
- (a) To pay rent.
 - (b) To pay taxes, including taxes for local improvements and works.
 - (c) To forthwith pay all accounts and expenses for work or labour done upon and materials supplied to the said demised premises.
 - (d) Not to carry on the said demised premises any school.
 - (e) To observe and abide by all by-laws of the Lessor which may be applicable to the said demised premises and the use to which the said demised premises shall be put by the Lessee; and not to carry on or suffer to be carried on any activity upon the said demised premises which may be deemed by the Lessor to constitute a nuisance or to be immoral.
 - (f) To repair and to keep the walks, fences, gates and other appurtenances in, on and about the said demised premises in good order and repair.
 - (g) That the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice.
 - (h) At all times to obey all orders, directives and requests made by any municipal or other public authorities to carry out repairs and/or effect changes to the said demised premises in order that they will comply with local health, safety, fire, zoning, building and other requirements authorized by law.
 - (i) Not to cut down any live trees, and to maintain the said demised premises in good order and repair.
 - (j) Not to use the said demised premises as a shop.
 - (k) Not to assign or sublet without leave.

- (l) To pay in every year during the term hereof all rates and charges for water, gas, electric lights and power and other public utilities or services supplied to or used on the said demised premises and to indemnify the Lessor and the said demised premises against all costs and charges in respect thereof.
- (m) That it will immediately pay and discharge any sheriff's executions filed against the said demised premises for which it is responsible, and also any liens or other charges attaching thereto by reason of any act or omission on its part, whether caused by any work, services or materials which it has had performed or supplied in connection with the said demised premises, or by the failure to pay any sales or corporation tax for which it is responsible.
- (n) To assume the sole responsibility for the condition, operation, maintenance and management of the said demised premises, and that the Lessor shall be under no liability for injury to any servant, agent, or employee of the Lessee or any sub-lessee, licensee or invitee of the Lessee or for loss of or damage to the property of the Lessee or of any of the aforementioned persons.
- (o) To make good and restore and make full compensation for any injury or damage done to or sustained by the said demised premises, the Lessor or any person or persons or any building, premises, pipes, mains, cables, wires or any other property whatsoever and shall settle all claims in respect thereof and shall indemnify, protect and save harmless the Lessor therefrom and from and against all liabilities

costs, fines, suits, claims, demands and actions and causes of action of any kind for which the Lessor may become liable by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision of this lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Lessee or its servants, employees, agents, sub-lessees, or licensees or invitees on the said demised premises. The Lessor shall be at liberty to settle or compromise any such claim, demand, suit or action and any damages, compensation and costs paid or incurred by the Lessor and all such claims, demands, suits or actions recoverable from the Lessor or the property of the Lessor shall be a debt due to it from the Lessee and recoverable by action or by set-off against any money due from the Lessor to the Lessee.

- (p) To leave the said demised premises in good repair.
- (q) Not to discriminate against any person by reason of race, colour, religion and origin.

5. The said Lessor covenants with the said Lessee for quiet enjoyment.

6. It is agreed that if the Lessee is at any time in default in the observance of any of the Lessee's covenants contained in clause 4 hereof, other than the covenant requiring payment of rent, and if the Lessor shall have served notice in writing upon the Lessee specifying the default and requiring the Lessee to make compensating in money for same, and the Lessee has failed to rectify the default and pay reasonable compensation for same within 30 days after its receipt of such notice, the Lessor may,

in addition to any other remedy available to it for breach of the particular covenant, itself cure the default for the account of, and at the cost of, the Lessee, and the sum so expended or incurred by it shall be deemed to be additional rent and shall on demand be paid by the Lessee on the next day, or on such other day as the Lessor may specify, and if not paid by the Lessee be treated in the same manner and be subject to the same remedies as for non-payment of rent. If the default is, in the opinion of the Lessor, of such a nature as to be incapable of being cured by the Lessor at the cost of the Lessee, then the Lessor may without further notice or demand on the Lessee at any time after the expiration of the 30-day period above referred to, re-enter into and upon the said demised premises or any part thereof in the name of the whole, and repossess the same as of its former estate and this lease shall be thereby determined.

7. PROVIDED ALSO that if the term hereby granted shall at any time be seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, forthwith become forfeited and be determined, and the Lessor may re-enter and take possession of the said demised premises as of its former estate.

8. PROVIDED ALWAYS, and it is expressly agreed, that if the rent hereby reserved, or any part thereof, or any taxes, shall be unpaid for fifteen days after any of the days on which the same ought to have been paid (although no formal demand shall have been made thereof), or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the Lessee, her executors, administrators or permitted assigns,

then and in either of such cases it shall be lawful for the Lessor, its successors or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, re-possess, and enjoy as of its or their former estate, anything herein contained to the contrary notwithstanding.

9. It is expressly agreed that any failure by the Lessor to enforce, either in part or in whole, the rights and remedies available to it under these presents for any breach or failure by the Lessee to observe the provisions of any covenant or other matter herein contained shall not be deemed to be a waiver or acquiescence of same on the part of the said Lessor, nor shall such failure preclude the Lessor from enforcing such rights and remedies against the Lessee for any subsequent breach or non-observance.

10. Whenever in this lease it is required or permitted that notice or demand be given by one or either of the parties upon the other, such notice or demand shall be deemed sufficiently given if in writing and forwarded by registered mail addressed as follows:

To the Clerk of the Lessor at 4949 Canada Way, Burnaby,
B.C.

To the Lessee at 4616 South East Marine Drive, Burnaby,
B.C.

Such addresses may be changed from time to time by either party serving notices as above provided.

Notice may also be given to the Lessee by delivering it to some adult person on the said demised premises, if occupied, or, if not occupied, by posting up a copy of the said notice on the said demised premises.

All rent due under these presents shall be payable to the Lessor at its office situated at the address above specified, or in such other manner or place as the Lessor may from time to time in writing direct.

11. The Lessee covenants 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 any structures, improvements, vehicles, materials, supplies, animals, goods, articles, effects or things at any time erected, brought, placed, made, kept or being upon the said demised premises.

12. The Lessee covenants that the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims, demands, loss, costs, liens, damages, 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 by virtue or in consequence thereof or the exercise or purported exercise in any manner of rights arising hereunder and whether caused by the negligence of the Lessor, its servants, agents or otherwise.


13. 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 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.

14. It is agreed that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and permitted assigns, and that where there is more than one Lessee all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.


IN WITNESS WHEREOF the parties hereto have executed
this indenture as of the day and year first above written.

The Corporate Seal of THE CORPOR-)
ATION OF THE DISTRICT OF BURNABY)
was hereunto affixed in the pre-)
sence of:)


_____)
MAYOR)


_____)
DEPUTY CLERK)

Signed, Sealed and Delivered by)
the Lessee in the presence of:)


_____)
HOOD, JOE & CHONG)
Barristers & Solicitors)
166 EAST PENDER ST.)
VANCOUVER 4, B. C.)

DATED: December 1st, 1973

THE CORPORATION OF THE DISTRICT
OF BURNABY

and

SOU YING LEE

L E A S E

Legal Department
Corporation of Burnaby
4949 Canada Way
Burnaby 2, B. C.