

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 6652

A BY-LAW to authorize the granting of a  
lease of certain municipally-  
owned lands to Bestwood Industries  
Limited.

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 , 1975".
2. The Council is hereby authorized and empowered to demise  
and lease unto Bestwood Industries Limited that municipally-owned land  
more particularly known and described as Blocks 4, 5, 6 and 7, District  
Lot 212, Group 1, Plan 3080, 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 Clerk are hereby authorized and empowered to  
execute the said lease, signing the same and affixing the corporate  
seal thereto.

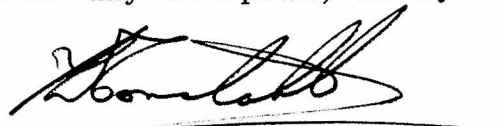
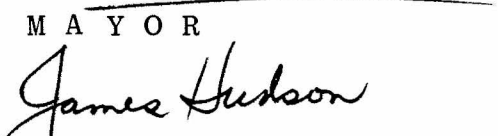
Read a first time this 21st day of April , 1975

Read a second time this 21st day of April, 1975

Read a third time this 21st day of April, 1975

Reconsidered and adopted this 28th day of April, 1975.



  
M A Y O R  
  
C L E R K

THIS INDENTURE made and entered into this 1st day of January, 1975.

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:

BESTWOOD INDUSTRIES LIMITED, a Body Corporate carrying on business in the Municipality of Burnaby, and having a Post Office Box No. 2042, Vancouver 3, B.C.

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the owner of those lands and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia more particularly hereinafter described.

NOW THEREFORE THIS INDENTURE WITNESSETH:

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, Province of British Columbia, and more particularly known and described as Blocks 4, 5, 6 and 7, District Lot 212, Group 1, New Westminster District, Plan 3080 (hereinafter called "the said demised premises").
2. TO HAVE AND TO HOLD the said demised premises unto the Lessee from the 1st day of January 1975, and ending on the 31st day of December, 1977.
3. YIELDING AND PAYING THEREFOR, during said term hereby granted unto the Lessor, in advance on the first day of each month, the monthly rental of Thirteen Hundred Dollars (\$1,300.00) of lawful money of Canada, without any deductions, defalcations or abatements

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on any account whatsoever, and whether demanded or not, the first of such payments of rent to be made on the First day of January, 1975.

4. The Lessee covenants with the Lessor to pay rent, and to pay taxes and water rates; 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; and that the Lessee will leave the said demised premises in good repair. Provided that if section 336 of the Municipal Act should be amended or repealed during the currency hereof, the Lessee shall notwithstanding pay the amount of taxes which the Lessee would pay as occupier of the said demised premises under the provisions of section 336 as presently enacted.

5. Proviso for re-entry by 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 with the Lessor to use the said demised premises only for the operation of a shingle mill and the Lessee further covenants with the Lessor to observe and abide by all laws, regulations and by-laws of the Lessor or other competent authority 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, and the Lessee further covenants not to commence or carry on any land filling operations on the said demised premises without first obtaining the written permission of the Lessor.

3. The Lessee covenants 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,

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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.

9. 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 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.

10. The Lessee covenants with the Lessor 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 any assignment for the benefit of creditors or becoming insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, then the current rent shall immediately become due and payable, or if any rent has been paid in advance pursuant to these presents, the same shall immediately become forfeited to the Lessor and the term hereby granted shall at the option of the Lessor to be exercised by notice in writing to the Lessee immediately become forfeited and void.

11. The Lessee covenants with the Lessor that if the rent hereby reserved or any part thereof shall be in arrears for fifteen (15) days whether or not the same shall have been in any manner demanded, or in case breach or non-observance be made or suffered by the Lessee at any time or times in or in respect of any of the other terms, covenants and conditions in this lease contained, which, on the part of the Lessee ought to be observed and performed, then and in every of such cases it shall be lawful for the Lessor without

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judicial inquiry or finding by notice in writing to cancel and determine the lease herein and to re-enter the said demised premises and the same to have again, repossess and enjoy, and no acceptance of rent subsequent to any breach or non-observance nor any condoning, excusing or overlooking by the Lessor on previous occasions of breaches or non-observances similar to that for which this lease shall be cancelled and determined shall be taken as a waiver of these conditions or in any way defeat or affect the rights of the Lessor hereunder, including those rights arising out of any breach or non-observance by the Lessee antecedent to that for which this lease shall be cancelled and determined.

12. The Lessee covenants with the Lessor that any building, erections, and fixtures whatsoever which have been affixed to the soil and are so affixed at the termination of this lease shall be deemed to be fixed to the soil, and together with all tools and machinery on the said demised premises, the property of the Lessor. Provided that in case the Lessee has fully complied with all the terms and conditions of this lease, the Lessee may at any time within 60 days after the day upon which the lease is terminated, remove any such buildings, erections, fixtures, tools and machinery whatsoever, repairing any damage to the said demised premises occasioned by such removal, and that in default of such removal within the time aforesaid, the right, title and interest of the Lessee in all such buildings, erections, fixtures, tools and machinery whatsoever shall upon the termination of this lease cease and determine.

13. Provided that the Lessee may terminate this lease at any time by giving 90 days notice in writing to the Lessor.

14. The Lessor covenants with the Lessee that if the Lessor decides that the said demised premises are required by the Lessor on the 31st day of December, 1977, the Lessor will notify the Lessee of this decision on or before the 31st day of December, 1976.

15. The Lessor covenants with the Lessee that if the Lessor decides on the 31st day of December, 1976 that the said demised

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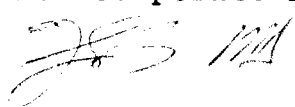
premises are not required by the Lessor on the 31st day of December, 1977, the Lessee may apply to the Lessor for a year to year extension of this lease.

16. 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.

17. It is hereby agreed, covenanted and understood that any notice to be served by the Lessor upon the Lessee in connection with this lease shall be sufficiently served if sent by registered post to the Lessee at its address hereinbefore set forth and such notice shall be deemed to be served on the day next following such posting.

18. Wherever the singular or the masculine is used in this indenture, it shall be deemed to include the plural or feminine or the body politic or corporate; also the parties hereto shall be deemed to include the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them.

IN WITNESS WHEREOF the Lessor has caused these presents to be sealed with its corporate seal and signed by the Mayor and Clerk and the Lessee has caused these presents to be sealed with its corporate seal and signed by its proper officers duly authorized



in that behalf as of the day and year first above written. ✓

THE CORPORATE SEAL OF THE LESSOR  
WAS HEREUNTO AFFIXED IN THE  
PRESENCE OF:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

THE CORPORATE SEAL OF THE LESSEE  
WAS HEREUNTO AFFIXED IN THE  
PRESENCE OF:

*J. B. Smith*  
\_\_\_\_\_  
*W. H. King*  
\_\_\_\_\_

THE CORPORATION OF THE DISTRICT  
OF BURNABY

- and -

BESTWOOD INDUSTRIES LIMITED

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L E A S E

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DATED: January 1st, 1975.