

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7055

A BY-LAW to authorize the granting of a lease,  
extending the term of a lease that  
expires on the 31st day of December,  
1977, 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. 4, 1977".
2. The Council is hereby authorized and empowered to demise  
and lease unto BESTWOOD INDUSTRIES LIMITED, upon the terms, covenants,  
and conditions more particularly set forth in the form of INDENTURE  
hereunto attached and marked Schedule "A", those municipally-owned  
lands and premises more particularly described as 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 Blocks 4,5,6  
and 7, District Lot 212, Group One, Plan 3080, New Westminster  
District.
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 30th day of May, 1977

Read a second time this 30th day of May, 1977

Read a third time this 30th day of May, 1977

Reconsidered and adopted this 6th day of June,  
1977.



MAYOR

DEPUTY CLERK

EXTENSION OF LEASE

THIS INDENTURE made and entered into this 11th day of  
March , 1977.

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:

BESTWOOD INDUSTRIES LIMITED, a body corporate,  
carrying on business in the Municipality of  
Burnaby, and having a Post Office Box No. 2042,  
Vancouver, B.C. V6B 3R6

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee entered into a Lease  
dated the 1st day of January, 1975, a copy of which said Lease  
is attached hereto and marked "A" (hereinafter called the "Lease").

AND WHEREAS clause 15 of the Lease reads as follows:

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

AND WHEREAS the Lessor decided that the said demised  
premises of the Lease were not required on the 31st day of  
December, 1977.

AND WHEREAS the Lessee has applied for a year to year  
extension of the Lease.

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That it is hereby understood, covenanted and agreed by  
and between the parties hereto that so far as the same are consis-

SCHEDULE "A"

tent with and not repugnant to the provisions of these presents, all of the terms, provisos, stipulations, covenants and conditions contained in the Lease shall mutatis mutandis apply to these presents in the same manner as if each and every of the said terms, provisos, stipulations, covenants and conditions were respectively incorporated herein and expressly herein set forth; PROVIDED HOWEVER that the Lease shall end on or before the 31st day of December, 1979.

2. 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").

3. TO HAVE AND TO HOLD the said demised premises unto the Lessee from the 1st day of January, 1978, and ending on the 31st day of December, 1979.

4. YIELDING AND PAYING THEREFOR, during the said term hereby granted unto the Lessor, in advance on the first day of each month, the monthly rental of Three Thousand and Forty-Nine (\$3,049.00) Dollars of lawful money of Canada, without any deductions, defalcations or abatements 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, 1978.

5. The Lessee covenants with the Lessor:

(a) That the Lessee shall within 60 days after the termination of this Indenture, at the sole risk and expense of the Lessee, remove from the

said demised premises all equipment, buildings, structures, installations, improvements, facilities and other property designated to be so removed by the Lessor (hereinafter called "the works") and return the said demised premises, so far as it is practicable so to do, to the state and condition in which it was prior to the bringing on or construction of the works. If the Lessee shall fail so to do within the said sixty (60) days, then the Lessor may remove the works at the risk of the Lessee, and all costs and expenses of such removal and the restoration of the said demised premises as aforesaid shall be paid to the Lessor by the Lessee upon demand.

(b) That the Lessee will allow the Lessor its servants, employees, agents, licensees, materials, supplies, vehicles and equipment from time to time and at all times to enter, use, labour, go, pass and repass along, over and upon the said demised premises or any part thereof, and to do development work for the construction of a boat launching facility on the said demised premises.

(c) That the Lessee will relocate the said demised premises to the Horne Bros. Shingle Mill and the mill at Lakewood Lumber Co. by reconstructing, by the dates mentioned, the said two mills as follows:

	<u>Expected Year Work Will Be Done</u>
(i) <u>Horne Bros. Shingle Mill</u>	
1. Build new log haul and cut-off deck including new cut-off saw, line deck and splitter.	1977
2. Installation of 3 new machines.	1977
3. Expand existing mill block area to accomodate new machines and provide adequate wood storage.	1977
4. Move and expand filing room.	1977
5. Redesign and do reconstruction in green end, kilns and loading areas to accomodate palletized operation.	1978
6. Build additional (third) kiln bay.	1978-79

Expected Year  
Work Will Be Done

(ii) Lakewood Lumber Co. Ltd.

- |   |         |
|---|---------|
| 1. Install pilings along river bank and fill to prevent erosion and provide suitable location for new log deck. | 1977-78 |
| 2. Design and construct new log haul and log cut-off and splitter deck.   | 1977-78 |
| 3. Redesign and change mill to handle wood from new deck.   | 1977-78 |
| 4. Install new machines (number not known at this time).  | 1977-78 |
| 5. Build remanufacturing plant to replace one at Bestwood.  | 1979    |
| 6. Design and construct barge loading facilities for chips and hog.   | 1979    |

6. That 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 Indenture 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 judicial inquiry or finding by notice in writing to cancel and determine this Indenture 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-observance similar to that for which this Indenture 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.

7. That the Lessee will supply the Lessor with a letter in writing, signed by the Lessee and representatives of the union of the Lessee, stating that the Lessee and its employees appreciate that this Extension of Lease is based on a phased relocation program pertaining to the said demised premises and that the said demised premises will not be leased to the Lessee beyond the 31st day of December, 1979.

8. That the Lessee undertakes to review the progress of the relocation program set out in paragraph 5 (c) hereof and submit its findings in writing to the Lessor by the 1st day of September, 1978, (hereinafter called "Review "A""). If it appears to the Lessor, upon reviewing Review "A" that the Lessee cannot remove the works from the said demised premises by the 31st day of December, 1979, the Lessor may terminate the Lease, and any renewal thereof, on the 31st day of December, 1978.

9. That the Lessee covenants with the Lessor that the Municipal Manager of the Lessor (hereinafter called the "Manager") shall meet at reasonable intervals, as shall be determined by the Manager, with the Lessee and representatives of the union of the Lessee to ensure that the works are removed from the said demised premises and the said demised premises are vacated by the Lessee on or before the 31st day of December, 1979.

10. It is hereby agreed, covenanted and understood that any notice to be served by the Lessor upon the Lessee in connection with this Indenture 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.

11. 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 successors and assigns of the respective parties hereto and each of them.

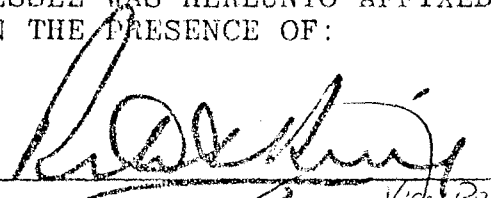
IN WITNESS WHEREOF the Lessor has caused these presents to be sealed with its corporate seal and signed by the Mayor and Clerk and the Lessee has caused these presents to be sealed with its corporate seal and signed by its proper officers duly authorized in that behalf as of the day and year first above written.

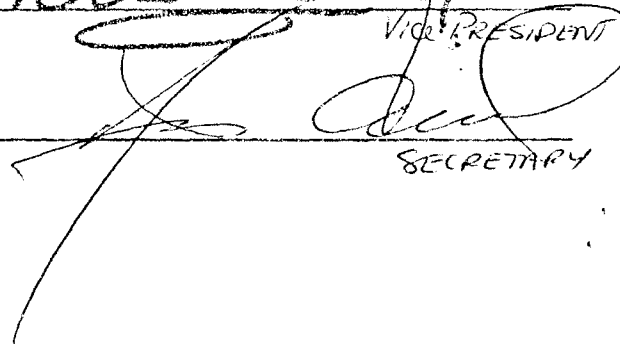
THE CORPORATE SEAL OF THE  
LESSOR WAS HEREUNTO AFFIXED  
IN THE PRESENCE OF:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

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

  
\_\_\_\_\_  
VICE PRESIDENT

  
\_\_\_\_\_  
SECRETARY

THIS INDENTURE made and entered into this 1st day of - "A"  
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 pre-  
mises 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 condi-  
tions 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.

8. 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.

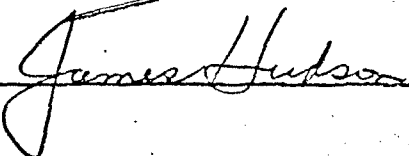
IN WITNESS WHEREOF the Lessor has caused these presents to be sealed with its corporate seal and signed by the Mayor and Clerk and the Lessee has caused these presents to be sealed with its corporate seal and signed by its proper officers duly authorized

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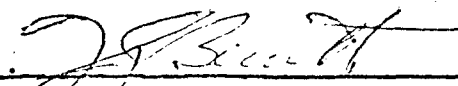
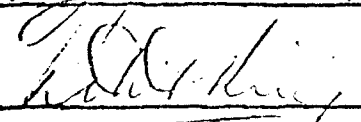
in that behalf as of the day and year first above written.

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:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

DATED: March 11th 1977.

THE CORPORATION OF THE  
DISTRICT OF BURNABY

and

BESTWOOD INDUSTRIES LIMITED

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EXTENSION OF LEASE

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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.