

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7240

A BY-LAW to authorize the granting of a lease  
of certain municipally-owned lands  
to the Jubilee Billiards (1973) Ltd.

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, 1978".
2. The Council is hereby authorized and empowered to demise and lease unto the Jubilee Billiards (1973) Ltd., upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto attached and marked Schedule "A", those municipally-owned lands and premises more particularly described as

ALL AND SINGULAR those certain lands and premises and buildings situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and known and described as 6733 Jubilee Street, being a portion of the ground floor of the said building consisting of approximately 4895 square feet, as shown outlined in red on the plan attached to the said Lease, and more particularly known and described as being situate on a portion of Lot 21 of Block 25, District Lot 152, Group 1, Plan 2000, New Westminster District.

Read a first time this 17<sup>th</sup> day of July, 1978.

Read a second time this 17<sup>th</sup> day of July, 1978.

Read a third time this 17<sup>th</sup> day of July, 1978.

Reconsidered and adopted this 31<sup>st</sup> day of July, 1978.



  
ACTING - M A Y O R

  
C L E R K

THIS INDENTURE made the 1st day of June, 1978.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,  
4949 Canada Way, in the Municipality of Burnaby,  
in the Province of British Columbia,

(hereinafter called "the Lessor")

OF THE FIRST PART

AND:

JUBILEE BILLIARDS (1973) LTD., a Company  
duly incorporated under the laws of the  
Province of British Columbia, having its  
registered office at Suite 1710, 1177 West  
Hastings Street, in the City of Vancouver,  
in the Province of British Columbia,

(hereinafter called "the Lessee")

OF THE SECOND PART

WITNESSETH in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be respectively paid, observed and performed, the Lessor hereby leases and demises unto the Lessee, its successors and assigns all and singular those certain lands and premises and buildings (hereinafter called the "demised premises") situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and known and described as 6733 Jubilee Street, being a portion of the ground floor of the said building consisting of approximately 4895 square feet, as shown outlined in red on the plan attached as Schedule "A", and more particularly known and described as being situate on a portion of Lot 21 of Block 25, District Lot 152, Group 1, Plan 2000, New Westminster District.

TO HOLD the demised premises for a term commencing on the 1st day of June, 1978 and continuing for a period of five (5) years thereafter terminating and ending on the 31st day of May, 1983.

SCHEDULE "A"

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 Eight Hundred Seventy-Seven Dollars and Two Cents (\$877.02) 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 June, 1978. In addition to the moneys payable as aforesaid, the Lessee shall pay to the Lessor the increase in property tax levied by the Municipality of Burnaby for that portion of the lands and premises hereinbefore described, being the increase in property taxes over the base year of 1972 and payable for each year of the term hereby demised, with the Lessor upon receiving tax notices in each year to make the necessary calculation and forward the same in writing together with copies of the tax notices, to the Lessee, upon which the Lessee shall forthwith pay such increase to the Lessor. Property taxes as herein defined shall not include fixtures and/or machinery installed in or upon the lands and premises.

The Lessee shall maintain during the term demised hereunder and any renewal thereof insurance coverage for replacement of glass breakage and liability insurance for personal injury and property damage for a minimum coverage of \$100,000.00 for any one loss. The Lessee covenants with the Lessor to use and occupy the demised premises for the purposes of a billiard parlour.

AND the Lessee covenants with the Lessor to pay rent; and to pay property taxes as aforesaid, and to repair, reasonable wear and tear and damage by fire, lightning, tempest and earthquake excepted.

AND the Lessor may enter and view state of repair, and that the Lessee will repair according to notice.

AND the Lessee will not assign without leave, and will not sublet without leave, such leave not to be unreasonably withheld.

AND the Lessee will leave the premises in good repair.

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

PROVISO for re-entry on seizure or forfeiture of the said term.

The Lessor covenants with the Lessee for quiet enjoyment.

In consideration of the Lessor leasing the hereinbefore described lands and premises to the Lessee, the Lessee further covenants and agrees:

- (a) that it will pay rates for water and to pay for all gas and electric light and power used on the demised premises and that it will heat the demised premises and that it will pay for garbage disposal and will pay taxes and rates imposed in respect of tenant's fixtures.
- (b) that it will maintain in good repair the toilet and wash-room facilities on the demised premises.
- (c) that it will not carry on any business that shall be deemed a nuisance on the demised premises.
- (d) that if the term hereby granted shall be at any time 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 bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the then current month's rent and the next ensuing three months' rent shall immediately become due and payable and the said term shall immediately become forfeited and void, at the option of the Lessor.

IT IS HEREBY AGREED that in case the demised premises or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose

of the Lessee, then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the Lessor shall have repaired or made fit the demised premises, PROVIDED that, in the event the demised premises have been totally destroyed or if it shall be the opinion of the Lessor such repairs cannot be effected with reasonable diligence within a period of ninety (90) days of the happening of such damage, the Lessor shall have the option in either of such events, of giving notice in writing to the Lessee within fourteen (14) days of the happening of such damage, terminating this Lease upon which, adjustment will be made between the Lessor and Lessee as to rent and other moneys paid hereunder as at the date of the happening of such damage.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained herein shall be read and held as made by and with, granted to and imposed upon the respective parties hereto, and their respective successors and assigns, the same as if the words successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine is used herein, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require, and where a party is more than one person, all covenants shall be deemed to be joint and several.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their seals, attested by the hands of their proper signing officers in that behalf duly authorized, as of the day and year first above written.

THE SEAL OF JUBILEE BILLIARDS (1973)  
LTD. WAS HEREUNTO AFFIXED IN THE  
PRESENCE OF:

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

THE CORPORATE SEAL OF THE CORPORATION  
OF THE DISTRICT OF BURNABY WAS HEREUNTO  
AFFIXED IN THE PRESENCE OF:

\_\_\_\_\_

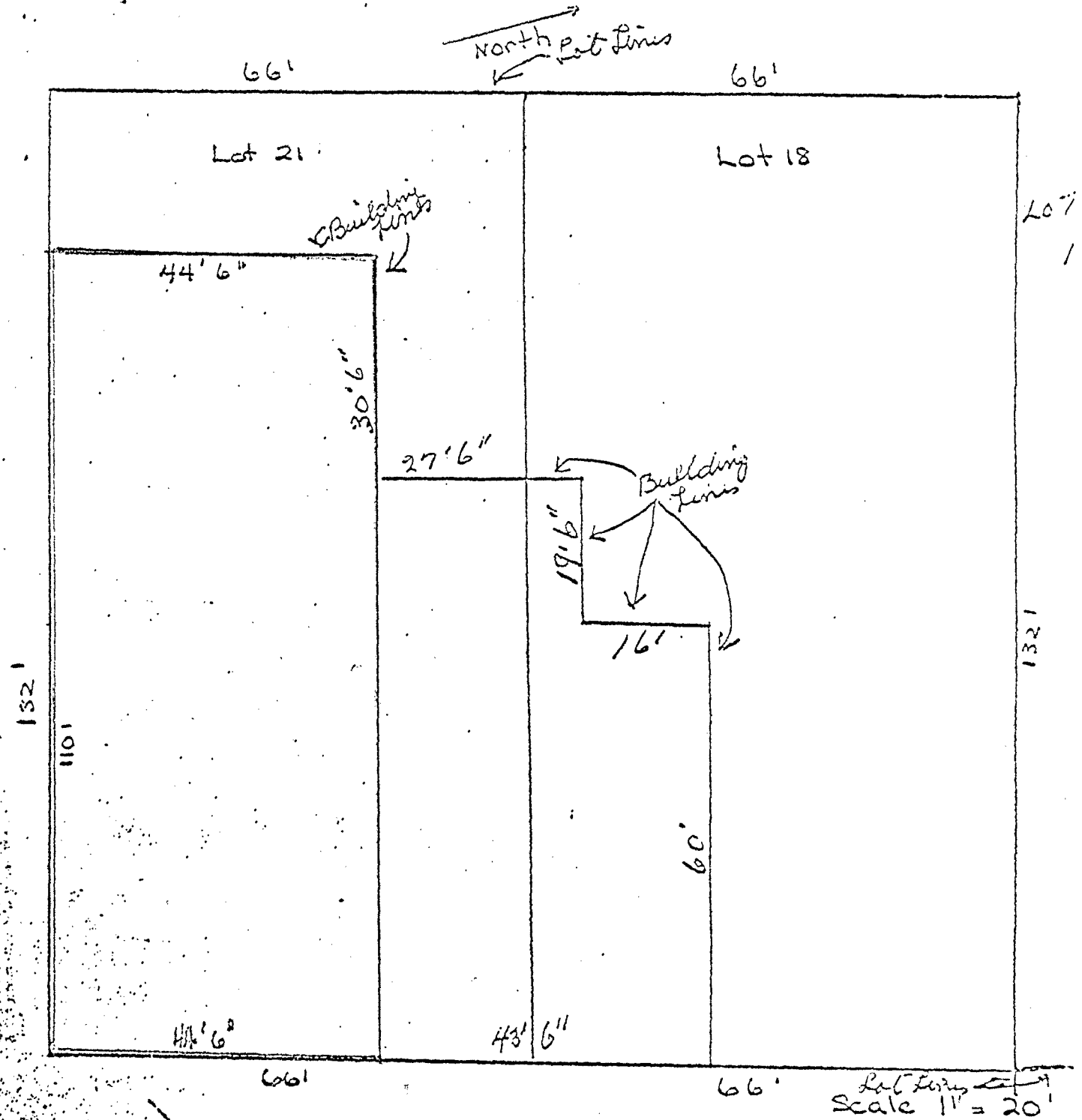
MAYOR

\_\_\_\_\_

CLERK

SCHEDULE "A"

Leasehold comprising portion  
of Ground Floor of a one story  
building, situated on a portion  
of lot 21 of Block 25 of lots  
151, 152 and 153, Group 1,  
Plan 2000, New Westminster  
District.



FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia, (Whose Identity has been proved by the evidence on \_\_\_\_\_, who is) personally known to me,

oath of \_\_\_\_\_ (State Full Name, Address and Occupation) appeared before me and acknowledged to me that he is the \_\_\_\_\_ of \_\_\_\_\_, and that he is the person \_\_\_\_\_ of the said \_\_\_\_\_ and affixed the seal of the \_\_\_\_\_ to the said Instrument,

who subscribed his name to the annexed instrument as \_\_\_\_\_ that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

A Notary Public in and for the Province of British Columbia  
A Commissioner for taking affidavits for British Columbia

NOTE—Where the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets.

Dated June 1st 19 78

THE CORPORATION OF THE DISTRICT OF BURNABY

AND

JUBILEE BILLIARDS (1973) LTD.

LEASE

Legal Department  
The Corporation of the District of Burnaby  
4949 Canada Way  
Burnaby, B.C.  
V5G 1M2

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA  
TO WIT:

I, \_\_\_\_\_ of the \_\_\_\_\_, in the Province of British Columbia, make oath and say:

- 1. I was personally present and did see the within instrument duly signed and executed by \_\_\_\_\_ the part \_\_\_\_\_ thereto, for the purposes named therein.
- 2. The said instrument was executed at \_\_\_\_\_
- 3. I know the said part \_\_\_\_\_, and that \_\_\_\_\_ of the full age of nineteen years.
- 4. I am subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

A Notary Public in and for the Province of British Columbia  
A Commissioner for taking affidavits for British Columbia

FOR MAKER

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the \_\_\_\_\_, (whose identity has been proved by the evidence on \_\_\_\_\_, who is) personally known to me, appeared

oath of \_\_\_\_\_ (State Full Name, Address and Occupation) before me and acknowledged to me that \_\_\_\_\_ the person \_\_\_\_\_ mentioned in the annexed instrument as the maker thereof, and whose name \_\_\_\_\_ subscribed thereto as part \_\_\_\_\_, that \_\_\_\_\_ know \_\_\_\_\_ the contents thereof, and that \_\_\_\_\_ executed the same voluntarily, and \_\_\_\_\_ of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

A Notary Public in and for the Province of British Columbia  
A Commissioner for taking affidavits for British Columbia

NOTE—Where the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets.