

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7255

A BY-LAW to authorize the subletting of Lot 5870, Group 1, New Westminster District, to MacMillan Bloedel Industries Limited.

WHEREAS by Indenture of Lease made and entered into the 25th day of February, 1964, The North Fraser Harbour Commissioners did demise and lease unto The Corporation of the District of Burnaby ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in Group 1, New Westminster District, and being composed of Lot 5870, as shown coloured red on the map or plan annexed thereto and containing in the aggregate 0.243 acres, more or less, with the appurtenances (hereinafter called "the said demised premises") for the term of twenty-one (21) years, subject to the terms, covenants and conditions therein set forth.

NOW THEREFORE the Council of The Corporation of the District of Burnaby ENACTS as follows:

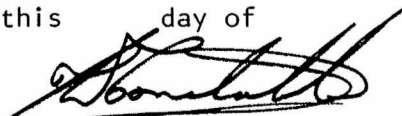
1. This By-law may be cited as "BURNABY LEASE AUTHORIZATION BY-LAW NO. 6, 1978".
2. The Council is hereby authorized and empowered to sub-lease unto MacMillan Bloedel Industries Limited the said demised premises for the term of one (1) year commencing on the 26th day of February, 1978 and ending on the 25th day of February, 1979, upon the terms, covenants and conditions more particularly set forth in the Indenture of Lease dated the 26th day of February, 1978, hereunto annexed and marked as Schedule "A".
3. The Mayor and Clerk are hereby authorized and empowered to execute the said Indenture of Lease, signing the same and affixing the Corporate Seal thereto.

Read a first time this day of September, 1978.


Read a second time this day of September, 1978.

Read a third time this day of September, 1978.

Reconsidered and adopted this day of 1978.



M A Y O R



D E P U T Y C L E R K



THIS INDENTURE made the 26th day of February, 1978.

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:

MACMILLAN BLOEDEL INDUSTRIES LIMITED,
1075 West Georgia Street, in the City of
Vancouver, in the Province of British Columbia,

(hereinafter called "the Lessee")

OF THE SECOND PART

WHEREAS by Indenture made the 25th day of February, 1964, the North Fraser Harbour Commissioners did demise and lease unto The Corporation of the District of Burnaby all that piece of land situate, lying and being in Group 1, New Westminster District and being composed of Lot 5870 as shown coloured red on the map or plan hereunto annexed containing in the aggregate 0.243 acres, more or less, with the appurtenances (hereinafter called "the said demised premises").

WITNESSETH that in consideration of the rents and covenants hereinafter mentioned on the part of the Lessee to be paid, observed, and performed, the Lessor does hereby lease unto the Lessee, the said demised premises.

To hold the said demised premises unto the Lessee, its successors and assigns, for the term of one (1) year commencing on the 26th day of February, 1978 and ending on the 25th day of February, 1979, subject to the conditions hereinafter mentioned. YIELDING AND PAYING THEREFOR unto the Lessor in advance the rent of \$252.00 per annum, payable upon the execution of this Indenture at the office of the Lessor, 4949 Canada Way, Burnaby, British Columbia, V5G 1M2, and whether demanded or not.

SCHEDULE "A"

The Lessee to the intent that the obligations may continue throughout the term hereby granted hereby covenants with the Lessor as follows:

- (a) To pay the reserved rent in the manner aforesaid.
- (b) To pay all taxes, rates and assessments charged or levied upon the said demised premises by any competent authority.
- (c) Not to assign or sublet or part with the possession of the said demised premises or any part thereof without the previous consent in writing of the Lessor.
- (d) To use the said demised premises only as a log holding and booming ground and to position and secure all logs and booms in such manner that there is no access thereto by land at high or low tide.
- (e) To comply with all rules, regulations and by-laws of any competent authority from time to time in force affecting the said demised premises or the use thereof by the Lessee.
- (f) To be responsible for and to indemnify and save harmless the Lessor from and against all claims, demands, losses, costs, damages, liens, actions, suits, or other proceedings by whomsoever 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 of 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.
- (g) To yield up peaceably the said demised premises at the termination of the tenancy hereby created.

The Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall peaceably hold and enjoy the said demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for it.

PROVIDED ALWAYS AND IT IS HEREBY AGREED between the parties hereto:

(a) That if the rent hereby reserved or any part thereof shall be unpaid for fifteen (15) days (whether formally demanded or not) or if there be default, breach or non-observance by the Lessee at any time in respect of any covenant, proviso, condition or reservation herein which, on the part of the Lessee, ought to be observed or performed or if the Lessee shall become bankrupt or insolvent or if any receiving order in bankruptcy shall be made against the Lessee or it shall make any assignment for the benefit of its creditors under the Bankruptcy Act then and in every such case it shall be lawful for the Lessor or any person or persons duly authorized by it in that behalf at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereafter have, possess and enjoy them as if this Indenture had not been made; and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any antecedent breach of the Lessee's covenants herein contained.

(b) That as from the date of cancellation or termination of these presents by effluxion of time or by notice or otherwise, this Lease shall absolutely cease and determine without re-entry or other act or suit or legal proceedings to be brought or taken, and the Lessee shall, upon such cancellation or termination, within thirty days of such cancellation or termination and at the Lessee's expense remove from the said demised premises any and all property constructed, erected, made, brought or placed thereon by the Lessee and shall restore the said demised premises in as good a condition as prevailed immediately prior to the 24th day of February, 1964, and in the event of the failure of the Lessee so to do within the said thirty days, then the Lessor may effect such removal and restoration at the Lessee's own risk and expense (and in such event any property so removed shall not vest in the Lessee but in the Lessor); but the Lessee shall not by reason of any action taken or things done or performed or required under this clause be entitled to any compensation, reimbursement or indemnity whatsoever.

(c) That this Lease is subject in all respects to the terms of head lease made the 21st day of August, 1972 between the Crown in the Right of British Columbia and The North Fraser Harbour Commissioners, and lease made the 24th day of February, 1964 between The North Fraser Harbour Commissioners and The Corporation of the District of Burnaby. If the North Fraser Harbour Commissioners raise the rent payable by The Corporation of the District of Burnaby under the last mentioned lease the rent payable by the Lessee under this Lease shall be increased by the same amount.

(d) That nothing herein contained shall be construed in a manner which will interfere with the rights of the Lessor in its administrative capacity.

(e) That any notice which is required to be given under the terms of this Indenture may be effectually given to the parties hereto by mailing the same at any post office in Burnaby or Vancouver, British Columbia, directed to the parties hereto at their respective addresses hereinbefore referred to. Any such notice shall be deemed to have been given on the third day following that on which it is mailed.

(f) That if the Lessor shall desire to determine the term hereby granted at any time and shall give to the Lessee one (1) month's previous notice in writing of such desire then immediately on the expiration of such one (1) month period the present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

(g) The expression "Lessor" shall include the successors and assigns of the Lessor and the expression "Lessee" shall include the successors and permitted assigns of the Lessee.

IN WITNESS WHEREOF the Lessor and Lessee have hereunto caused their corporate seals to be affixed.

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:

SCALE 1 INCH = 50 FEET.

Certified correct.
November 23, 1942.

Geoffrey K. Bennett.

B.C.L.S.

D.L. 161, GP. 1.

BLOEDEL, STEWART & WELCH, LTD.

SHINGLE MILL.

1. DISTRICT

BURNABY

MAN. & LULU ISD. RLY.

AVENUE.

BOUNDARY DIST. LOT 'B'.

D.L. 231, GP. 1.

SURVEY MON. 589°05'E. 33.0 Feet

P.3. N 89°52'E. 33'

1/4 W. OF COR. N.W. 1/4

WHARF.

Page 1.

7.6908
S 1°05' W. 311.5'

D.L. 5870. 0.243 AC.

LINE OF OLD PILING.

S. 1°05' W. 270.0'

Page 2.

D.L. 5876.

ARM OF FRASER RIVER.

RIVER.

S. 60°31' E. 222.50'

S. 43°09' S. 452.0' S.E.
S. 37°10' E. 337.0'

DATED: February 26, 1978

THE CORPORATION OF THE
DISTRICT OF BURNABY

AND

MACMILLAN BLOEDEL INDUSTRIES LTD.

L E A S E

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