

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7305

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. 7 , 1978".
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, Province of British Columbia, and more particularly known and described as all that portion of Lot Fifteen (15) of District Lot One Hundred Fifty-Five C (155C), Group One (1), Plan 1138, New Westminster District, lying north and west of part shown on Plan 16380.
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 18th day of December, 1978.  
Read a second time this 18th day of December, 1978.  
Read a third time this 18th day of December, 1978.  
Reconsidered and adopted this 2nd day of January, 1979.



  
MAYOR

  
CLERK

THIS INDENTURE made and entered into this 1st day of  
October, 1978.

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, Province of British Columbia, and having  
a Post Office Box No. 2042, Vancouver, British Columbia,  
V6B3R6.

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the owner of those lands 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 (hereinafter called the "said demised premises") situate, lying and being in the Municipality of Burnaby, Province of British Columbia, and more particularly known and described as all that portion of Lot Fifteen (15) of District Lot One Hundred Fifty-Five C (155C), Group One (1), Plan 1138, New Westminster District, lying north and west of part shown on Plan 16380.
2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of five (5) years commencing on the 1st day of October, 1978 and ending on the 30th day of September, 1983.

SCHEDULE "A"

3. YIELDING AND PAYING THEREFOR, during the said term hereby granted unto the Lessor, in advance on the 1st day of each month, the monthly rental of Four Hundred Dollars (\$400.00) 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 1st day of October, 1978.
4. The Lessee covenants with the Lessor to pay rent, and to pay taxes; and to pay all rates and charges for water, gas, electric light and power, telephone 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; 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 as rent 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 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.
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 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 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 the Lessee shall within thirty (30) 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 thirty (30) 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.

13. The Lessee will not, during the said term, alter, expand, or renovate any building, erection, structure, installation, facility, fixture or improvement on the said demised premises; PROVIDED HOWEVER, that the Lessee will, during the said term, well and sufficiently repair, maintain, empty, cleanse, amend and keep the said demised premises, with the appurtenances, in good and substantial repair, and all buildings, erections, structures, installations, facilities, fixtures, improvements and things thereto belonging.

14. AND the Lessee will pay all taxes, rates, duties and assessments whatsoever, whether parochial, municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised premises and any improvements thereon.

15. The Lessee covenants with the Lessor that the Lessee will not excavate, drill, install, erect, maintain or permit to be excavated, drilled, installed, erected or maintained any obstruction, pit, well, foundation, pile of material, embankment, fill, pavement, building, or other structure or

installation upon, over or under the said demised premises without first obtaining the written consent of the Lessor.

16. Provided always and it is hereby agreed by and between the parties hereto that this Indenture will not be renewed.

17. 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.

18. 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.

19. Wherever the singular or the masculine are used in this Indenture, they shall be deemed to include the plural or feminine or 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 CORPORATION OF THE DISTRICT OF BURNABY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

THE CORPORATE SEAL OF BESTWOOD INDUSTRIES LIMITED WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

\_\_\_\_\_  
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DATED: October 1st, 1978

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