

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7329

A BY-LAW to authorize the lease of certain municipally-owned lands.

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

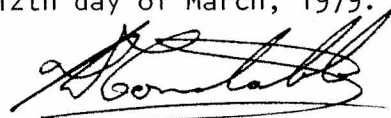
1. This By-law may be cited as "BURNABY LEASE AUTHORIZATION BY-LAW NO. 3, 1979".
2. The Council is hereby authorized and empowered to demise and lease unto Tim Lau of 6115 - 9th Avenue, in the Municipality of Burnaby, in the Province of British Columbia, upon the terms, covenants and conditions more 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 parcels or tracts 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 Lot 40, District Lot 155A, Group 1, Plan 27750, New Westminster District and Lot 42, District Lot 155A, Group 1, Plan 28537, 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 5th day of March, 1979.

Read a second time this 5th day of March, 1979.

Read a third time this 5th day of March, 1979.

Reconsidered and adopted this 12th day of March, 1979.



MAYOR



CLERK



THIS AGREEMENT made and entered into this 6th
day of March, 1979.

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:

FU TIM LAU, Labourer, of
6115 - 9th Avenue, in the Municipality of
Burnaby, in the Province of British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART

W I T N E S S E T H:

1. THAT in consideration of the rents, covenants and conditions herein respectively reserved and contained, the Lessor does hereby lease unto the Lessee ALL AND SINGULAR those certain parcels or tracts of land situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, more particularly known and described as Lot 40, District Lot 155A, Group 1, Plan 27750, New Westminster District and Lot 42, District Lot 155A, Group 1, Plan 28537, New Westminster District (hereinafter called "the said demised premises").
2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for the term of ten years commencing on the 1st day of April, 1979 and ending on the 31st day of March, 1989 (hereinafter called "the said term").
3. YIELDING AND PAYING THEREFOR during the first three years of the said term the clear annual rent or sum of \$400.00; and thereafter during the second three years, the third three years and the final year of the said term, such annual rent or sum as may be before the commencement of each said part of the said term be mutually agreed upon by the Lessor and the Lessee, or failing agreement be determined by arbitration pursuant to the provisions

of the Arbitration Act. The rent shall be payable in advance and the first payment of rent shall be due and payable upon the execution of this agreement and each succeeding payment shall be due and payable on the 1st day of April in each succeeding year during the currency of this agreement.

4. The Lessee covenants and agrees to pay to the Lessor in advance on the execution of this agreement an amount equal to three-fourths of the municipal taxes which would have been levied against the said demised premises in 1979 if the same had been owned by the Lessee and thereafter shall pay the taxes levied upon the said demised premises pursuant to the provisions of the Municipal Act.

5. The Lessee covenants with the Lessor to pay rent, to pay taxes and to repair, and to keep up fences, and the Lessor may enter and view the state of repair, and the Lessee will repair according to notice, and the Lessee will not assign or sublet without leave in writing and the Lessee shall leave the said demised premises in good repair and the Lessee shall not commit waste.

6. PROVISIO FOR RE-ENTRY by the Lessor on non-payment of rent or non-performance of covenants.

7. The Lessor covenants with the Lessee for quiet enjoyment.

8. The Lessee covenants that the said demised premises shall be used for truck gardening only and for no other purpose and that the Lessee shall cultivate the said demised premises in a proper manner according to approved agricultural practices and shall not remove the soil thereof; and the Lessee shall observe and abide by all the by-laws of the Lessor which may be applicable to the said demised premises and that the Lessee shall 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.

9. The Lessee shall not use the said demised premises for any residential purpose whatsoever and without limiting the generality of the foregoing shall not construct or place upon the said demised premises any dwelling or mobile home.

10. The Lessee may with the consent of the Lessor construct or place on the said demised premises light buildings requiring no permanent footings provided the same are required for use in truck gardening.

11. The Lessee covenants and agrees that it shall at all times be responsible for and shall indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits, liens of any kind whatsoever, 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.

12. 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 property thereon of the Lessee.

13. 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.

14. 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.

15. The Lessee covenants with the Lessor that any buildings or structures constructed or placed on the said demised premises by the Lessee during the term of the said lease shall, provided the Lessee has fully complied with all the terms and conditions of this agreement shall be removed by the Lessee within thirty (30) days of the termination of this agreement and if not so removed by the Lessee may at the option of the Lessor be removed or demolished by the Lessor at the expense of the Lessee.

16. It is hereby agreed by and between the Lessor and the Lessee that if the Lessee should hold over after the expiration of the said term 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. Any notice required to be given hereunder may be effectively given by sending the same by registered post to the Lessor at 4949 Canada Way, Burnaby, British Columbia, V5G 1M2 and the Lessee at 6115 - 9th Avenue, Burnaby, British Columbia, V3N 2T4, and such notice shall be deemed to have been served on the day following such posting.

18. This agreement shall enure to the benefit of and be binding upon the successors and assigns of the Lessor and the heirs, executors and assigns of the Lessee.

IN WITNESS WHEREOF the Lessee has hereunto set his hand and seal and the Lessor has hereunto caused its corporate seal to be affixed by the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE LESSEE IN THE PRESENCE
OF:

Name

Address

Address

Occupation

FU TIM LAU



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

MAYOR

CLERK

DATED: March 6th, 1979

THE CORPORATION OF THE
DISTRICT OF BURNABY

AND

FU TIM LAU

L E A S E

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