

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 7900

A BYLAW to authorize the leasing of certain municipally-owned lands to Jack C. Julseth

The Council of The Corporation of the District of Burnaby

ENACTS as follows:

1. This Bylaw may be cited as "BURNABY LEASE AUTHORIZATION BYLAW NO. 1, 1982".

2. The Council is hereby authorized and empowered to lease unto Jack C. Julseth those municipally-owned lands more particularly known and 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, being comprised of a portion of Parcel "C" (Explanatory Plan 12891) of Lots 4 and 5, of District Lot 79, Group 1, Plan 536, N.W.D., which may be described more particularly as follows:

Commencing at the northwest corner of the said Parcel "C"; thence easterly, and following the southerly boundary of Price Street 63.494 metres, more or less, to a point 1.524 metres distant westerly from the northeast corner of the said Parcel "C"; then southerly and following a line parallel to, and 1.524 metres perpendicularly distant from the easterly boundary of the said Parcel "C", a distance of 144.012 feet; thence westerly a distance of 63.750 metres, more or less, to a point in the west boundary of the said Parcel "C", distant 138.250 metres from the northwest corner thereof; thence northerly and following the west boundary of the said Parcel "C", a distance of 138.250 metres to the point of commencement. The herein described portion contains by calculation 0.8942 hectare, more or less, and is shown outlined

red on plan certified correct by B.S. Berting, B.C.L.S., on the 1st of February 1982 upon the terms covenants and conditions more particularly set forth in the lease hereunto annexed.

Read a first time this 8th day of MARCH 1982.

Read a second time this 8th day of MARCH 1982.

Read a third time this 8th day of MARCH 1982.

Reconsidered and adopted this 15 day of MARCH 1982.



M A Y O R



C L E R K

THIS LEASE MADE THE DAY OF MARCH 1982.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
4949 Canada Way
Burnaby, British Columbia
V5G 1M2

(herein called the "Landlord")

OF THE ONE PART

AND:

JACK C. JULSETH
7275 Canada Way
Burnaby, British Columbia

(herein called the "Tenant")

OF THE OTHER PART

In Pursuance of The Land Transfer Form Act.

WITNESSES:

In consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, his heirs, executors, administrators and assigns, the Landlord hereby leases to the Tenant the private dwelling house (herein called the "premises") known as 6110 Price Street, Burnaby, British Columbia, and more particularly described in Schedule "A" attached hereto, for a term commencing on the 1st day of April 1982 and ending the 31st day of March 1987 at a rent of Fifteen Hundred Dollars (\$1,500) per month payable in advance on the first day of each calendar month during the term, the first instalment to be paid on or before the 1st day of April 1982.

1. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord:

- (a) to pay rent;
- (b) to pay taxes;
- (c) to repair;
- (d) to keep up fences;
- (e) to use the premises as a private residence and for no other purpose;
- (f) not to cut down timber for any purpose without approval of the Landlord;

- (g) to repaint and redecorate the internal walls, ceilings and woodwork in a workmanlike manner when necessary, and to paint outside when necessary;
- (h) to keep the lawns mowed and the shrubs trimmed and generally maintain the appearance of the grounds;
- (i) that the Landlord may enter and view the state of repair, and that the Tenant will repair according to notice;
- (j) not to assign without leave;
- (k) not to sublet without leave;
- (l) to leave premises in good repair;
- (m) not to make or permit any alteration or addition to the premises without first having submitted a plan or a sufficient specification thereof to the Landlord and obtained his written approval thereof.

2. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

- (a) for quiet enjoyment;
- (b) if the premises or any part thereof at any time during the term of this lease are damaged or destroyed by fire to the extent that the premises as a whole are unfit for habitation and use, the rent hereby reserved shall abate until the premises shall again be rendered fit for habitation and use.

3. PROVISOS

Provided always and it is hereby agreed as follows:

- (a) Proviso for re-entry by the Landlord on non-payment of rent or non-performance of covenants;
- (b) that the Landlord shall not be liable for damage to any property of the Tenant in the premises caused by the escape of gas, water or steam or by the entry of rain or snow;
- (c) that any excusing, condoning or overlooking by the Landlord of any default, breach or non-observance by

a Tenant at any time of any covenant, proviso, condition or regulation in this lease shall not operate as a waiver of the Landlord's rights hereunder in respect of this lease, and shall not defeat or effect in any way the Landlord's rights in respect of any such subsequent default or breach;

(d) that there is no covenant by the Landlord, express or implied, to rebuild, repair or restore the premises should they be damaged or destroyed by fire;

(e) all notices under this lease shall be in writing.

Any notice to the Tenant shall be sufficiently served if addressed to the Tenant at the premises. Any notice to the Landlord shall be sufficiently served if addressed to the Landlord at the address set out as the Landlord's address at the beginning of this lease.

IN WITNESS WHEREOF the parties hereto have caused this lease to be executed as of the day and year first above written.

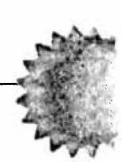
The Corporate Seal of THE CORPORATION OF THE DISTRICT OF BURNABY was hereunto affixed in the presence of:

MUNICIPAL CLERK-AUTHORIZED SIGNATORY

SIGNED, SEALED AND DELIVERED by the TENANT in the presence of:

[Signature]
Name
626 East 14th St
Address
North Vancouver BC
Address
Bus Employee
Occupation

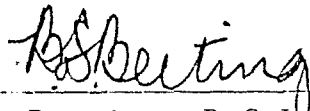
[Signature]
JACK C. JULSETH



LEGAL DESCRIPTION FOR LEASE
OF PROPERTY AT 6110 PRICE STREET, BURNABY

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B.S. Berting, B.C.L.S.

1982 February 16

SCHEDULE "A"