

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 7902

A BYLAW to authorize the leasing of certain municipally-owned lands to Donald Napier

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. 2, 1982".

2. The Council is hereby authorized and empowered to lease unto Donald Napier those municipally-owned lands more particularly known and described as 6450 Deer Lake Drive, Burnaby, British Columbia, together with that portion of Parcel "W", Explanatory Plan 255 and Parcel "D", Explanatory Plan 4272 of District Lot 85, Group 1, New Westminster District shown outlined in red on plan prepared by B. Berting upon the terms, covenants and conditions more particularly set forth in the lease hereunto annexed.

Read a first time this 13th day of APRIL 1982

Read a second time this 13th day of APRIL 1982

Read a third time this 13th day of APRIL 1982

Reconsidered and adopted this 19th day of APRIL 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:

DONALD NAPIER  
P.O. Box 10149, Pacific Centre  
Vancouver, British Columbia  
V7V 1C6

(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 6450 Deer Lake Drive, Burnaby, British Columbia together with that portion of Parcel "W", Explanatory Plan 255 and Parcel "D", Explanatory Plan 4272 of District Lot 85, Group 1, New Westminster District shown outlined in red on a plan prepared by B. Berting attached hereto, for a term commencing on the 1st day of April 1982 and ending the 31st day of March, 1985 paying therefor each month of the term in advance on the first day of each calendar month

- (a) during 1982, Twelve Hundred Fifty (1250) Dollars, being the sum of the Base Rent and 1/12 of the 1982 property tax;
- (b) during 1983, the sum of the Base Rent and 1/12 of the 1983 property tax;

(c) during 1984, the sum of the Base Rent and 1/12 of the 1984 property tax;

(d) during 1985, the sum of the Base Rent and 1/12 of the 1985 property tax;

"Base Rent" is the difference obtained by subtracting 1/12 of the 1982 property tax from Twelve Hundred Fifty (1250) Dollars.

Rent adjustment shall be made when the municipal property tax is invoiced each year; and the Tenant shall make a lump sum payment of arrears, if any, owing as a result of increased property tax and the Landlord shall credit to the Tenant's rental account any excess amount paid by the Tenant as a result of decreased property tax.

1. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord:

- (a) to pay rent;
- (b) to pay taxes;
- (c) to repair;
- (d) to use the premises as a private residence and for no other purpose;
- (e) not to cut down timber for any purpose without approval of the Landlord;
- (f) to repaint and redecorate the internal walls, ceilings, woodwork and the external walls in a workmanlike manner when necessary;
- (g) to keep the lawns mowed and the shrubs trimmed and generally maintain the appearance of the grounds;
- (h) that the Landlord may enter and view the state of repair, and that the Tenant will repair according to notice;
- (i) not to assign or sublet without leave in writing, such leave not to be unreasonably withheld, provided nevertheless,

- (A) it shall not be unreasonable for the Landlord to refuse leave in respect of any proposed assignee or subtenant for whose respectability and financial responsibility the Tenant cannot produce evidence, and
- (B) such leave may be withheld if the Landlord upon receiving an application from the Tenant to assign or sublet, notifies the Tenant within ten days of receipt of such application that he is prepared to accept surrender of this lease on the last day of the next full calendar month after the date of the notice.

- (j) to leave premises in good repair;
- (k) 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) to keep in repair (other than painting) the exterior walls, roof and outside of premises;
- (c) 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 affect in any way the Landlord's rights in respect of any such subsequent default or breach;
- (d) if the Tenant duly pays the rent herein reserved and performs all the covenants and provisos contained herein on the part of the Tenant to be performed, the Landlord shall, at the expiration of the term hereof, upon written request of the Tenant, grant to the Tenant a renewal and extension of this lease for a further period of two (2) years upon the same terms and conditions as contained herein except as to rent and renewal; PROVIDED that the Tenant shall have given the Landlord three (3) months' notice in writing before the expiration of the term hereof of its desire to have such extension and renewal; and PROVIDED that the annual rent for each year of the renewal term shall be established by the Landlord;
- (e) 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;
- (f) 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:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
DONALD NAPIER



LEGAL DESCRIPTION FOR LEASE AGREEMENT

FOR PARCEL AT 6450 DEER LAKE DRIVE

All and singular that certain parcel or tract of land and premises situate, lying and being in the District of Burnaby, Province of British Columbia, being composed of all that portion of Parcel "W" (Explanatory Plan 255) and Parcel "D" (Explanatory Plan 4272) of District Lot 85, Group 1, New Westminster District, which may be described more particularly as follows:

Commencing at the southeast corner of the said Parcel "D"; thence  $270^{\circ} 26' 45''$  and following the south boundaries of the said parcels "D" and "W" a distance of 69.533 metres, more or less, to the southwest corner of the said Parcel "W"; thence  $0^{\circ} 29' 00''$  and following the west boundary of the said parcel "W" a distance of 244.400 metres to a point; thence  $85^{\circ} 25' 55''$  a distance of 69.804 metres more or less to a point in the east boundary of the said Parcel "D"; thence  $180^{\circ} 29' 00''$ , and following the east boundary of the said Parcel "D" a distance of 250.500 metres more or less, to the point of commencement. The herein-described parcel contains by calculation 1.721 hectares and is shown outlined red on the plan by B.S. Berting, B.C.L.S., certified correct on the 30th day of March 1982.

*B.S. Berting*  
B.C.L.S.  
1982 04 01

DATED: March 1982

THE CORPORATION OF THE  
DISTRICT OF BURNABY

AND

DONALD NAPIER

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A G R E E M E N T

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Legal Department  
The Corporation of the  
District of Burnaby  
4949 Canada Way  
Burnaby, British Columbia  
V5G 1M2