

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 8351

A BYLAW to authorize the granting of a lease
of certain municipally owned lands
to MILKA PAVLAKOVIC

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. 4, 1985.

2. The Council is hereby authorized and empowered to demise
and lease unto Milka Pavlakovic, 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 Lots 1 and 2 of Lot 9, Block 2, District Lot 25, Group
1, Plan 2651, New Westminster District.

3. The Municipal Clerk is hereby authorized and empowered
to execute the said lease, signing the same and affixing the
corporate seal thereto.

Read a first time this 13th day of May 19 85

Read a second time this 13th day of May 19 85

Read a third time this 13th day of May 19 85

Reconsidered and adopted this 21st day of May 19 85


MAYOR


CLERK

SCHEDULE "A"

THIS LEASE MADE THE DAY OF 1985.

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:

MILKA PAVLAKOVIC
4035 Eton Street
Burnaby, B.C. V5C 1J8

(herein called the "Tenant")

OF THE OTHER PART

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 8315 14th Avenue, Burnaby, British Columbia, and more particularly described as Lots 1 and 2 of Lot 9, Block 2, District Lot 25, Group 1, Plan 2651, New Westminster District for a term of six (6) years commencing June 1, 1985 at a rent of one (\$1.00) dollar per year, the first instalment to be paid on or before June 1, 1985.

1. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

- (a) Rent - to pay rent on the days and in the amount aforesaid;
- (b) Taxes - to pay and discharge all taxes and assessments charged during the term upon or in respect of the premises or upon or payable by the owner or occupier thereof in respect of the premises;

(c) Use of premises - to use the premises as a private residence and for no other purpose;

(d) Maintenance of premises - to maintain the premises in good and tenantable repair, both as regards the interior and the exterior, and both structurally and otherwise, fair wear and tear only excepted. All costs of repair and maintenance whatsoever shall be paid by the Tenant. To permit the Landlord and his agents with or without workmen and others and with all necessary equipment to enter and examine the condition of the premises including the grounds, gardens, drive-ways, garages and outbuildings and upon notice by the Landlord forthwith to repair in accordance with such notice;

(e) Parting with possession - not to assign sublet or part with possession of the premises or any part thereof without first obtaining the written consent thereto of the Landlord which consent will not be withheld in the case of a respectable and responsible person;

(f) No mortgage - not to mortgage or encumber its leasehold interest under this lease;

(g) Yield up - to yield up the premises at the end of the term in the same state of repair and condition as at the beginning of the term, fair wear and tear excluded;

(h) Illegal or immoral use - that the premises shall not be used for any illegal or immoral purpose;

(i) Alterations - not to make or permit to be made any alteration or addition to the premises without first having submitted a plan or a sufficient specification thereof to the Landlord or his agent, and obtained his written approval thereof;

(j) Ice and snow - that he will keep the sidewalks on and around the said premises clear of ice and snow;

(k) Indemnity - to indemnify the Landlord from any and all liabilities, damages, costs, claims, suits or actions growing out of:

(i) any breach, violation or non-performance of any covenant or proviso hereof on the part of the Tenant,

(ii) any damage to property occasioned by the use and occupation of the premises, or

(iii) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the premises, and on the roads and sidewalks adjacent thereto.

This indemnity shall, where such breach, violation, non-performance, damage to property, injury or death occurs during the term of this lease, survive termination of the lease.

(l) Insurance - to insure and keep insured during the term, with such companies and on such forms as are acceptable to the Landlord, at the Tenant's expense, Comprehensive General Liability.

The limits of liability shall not be less than the following:

Bodily Injury Liability	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate products and/or completed operations
Property Damage Liability	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate products and/or completed operations

The Landlord shall be added as an additional named insured under the Comprehensive General Liability insurance.

A Cross Liability clause shall be made part of the Comprehensive General Liability insurance.

The Comprehensive General Liability policy shall provide that it cannot be cancelled, lapsed or materially changed without at least thirty days' notice to the Landlord by Registered Mail.

Prior to the execution of the within lease the Tenant shall file with the Landlord a copy of each insurance policy and certificate required.

(m) Plumbing and drains - that upon request being made or notice being given by the Municipal Health Officer, or other proper official of the said municipality, to the Tenant or the Landlord with respect to the sanitary arrangement of the premises, he will immediately comply with the demands contained in such request or notice, will put all plumbing work and drains in such a state as to comply fully with the requirements demanded by any such official, or the requirements of the Board of Health of the said municipality and to the satisfaction of the official having charge of such matters, and will save harmless and indemnify the Landlord against the cost of such compliance with the rules and requirements of the municipal Health Department; and if such request, notice, rules and requirements are not so complied with the Landlord may comply with them and may charge the cost thereof against the Tenant, and the Landlord shall have the same right to recover any moneys so expended as if they were arrears of rent in respect of the premises.

2. LANDLORD'S COVENANTS:

The Landlord covenants with the Tenant as follows:

(a) Quiet enjoyment - that the Tenant paying the rent and performing the Tenant's covenants shall peaceably hold the premises during the term without any interference by the Landlord or any person rightfully claiming under or in trust for him.

3. PROVISOS:

Provided always and it is hereby agreed as follows:

(a) that if anything is done or permitted on the premises either by the Tenant or subtenant or by any member of the Tenant's or subtenant's family or household, or by an invitee of the Tenant or subtenant, which, in the opinion of the Landlord, may be deemed objectionable considering the character of the premises and the comfort and amenities to be enjoyed by residents of the area then in such case upon the Landlord's giving to the Tenant notice to quit, this lease shall cease and determine in accordance with such notice; PROVIDED, however, that, without restricting the exercise of reasonable discretion on the part of the Landlord, this right shall not be exercised in any capricious manner;

(b) that if the Landlord requires the premises during the term of this lease and wishes to take possession, the Tenant shall forthwith surrender possession of the premises upon payment to him of the value of the remaining net rental income which would be received over the remaining term of this lease. This projected revenue will be discounted at the prime bank rate at the time the property is required by the Landlord.

(c) that if during the continuance of this lease the premises are damaged by fire or the elements then this lease shall cease and become null and void at the option of the Landlord from the date of such damage and the Tenant shall immediately vacate and surrender the premises to the Landlord and the Tenant shall be liable for the rent only to the time of such surrender and the Landlord may re-enter or repossess the premises discharged of this lease and may remove all persons and goods therefrom;

(d) that the Landlord shall not be liable for damage to any property of the Tenant in the premises or in the building in which the premises are situate however caused;

(e) 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 any subsequent default, breach, or non-observance of terms 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;

(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 or sent to him by mail to his last known address in Canada. 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.

4. CONDITION OF PREMISES: NO REPRESENTATIONS BY LANDLORD:

The Tenant declares that no representations as to condition of the premises have been made to him by the Landlord or his agent except those representations herein expressed, and that no promise

has been made by the Landlord or his agent to decorate, alter, repair, maintain or improve the premises.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed 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 OWNER IN THE PRESENCE OF:

Name

MILKA PAVLAKOVIC

Address

Occupation