

VOLUME 2/25: H.D. WILSON, LEASE - CITY OF VANCOUVER AND
LOCAL #1 (PACIFIC FISHERMEN'S UNION) AND
BURNETT.

25/1

COPY

THIS INSTRUMENT made the 31st day of January,
One Thousand Nine Hundred and Forty (1940):
IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT".

BETWEEN:

CITY OF VANCOUVER
hereinafter called the "Lessor",

OF THE FIRST PART:

AND:

LOCAL NUMBER 1 OF THE PACIFIC COAST
FISHERMEN'S UNION of 164 East Hastings
Street, in the said City of Vancouver,
and THEODORE BURNETT of 3390 Laurel
Street, in the said City (herein covenan-
ting jointly and severally) hereinafter
called the "Lessees",

OF THE SECOND PART:

AND:

HENRY JAMES BURNETT, Department Manager,
WILLIAM SPENCE, Insurance Manager, and
PERCY A WIGHT, Manufacturer,
all of the said City of Vancouver,
(herein covenanting jointly and severally)
hereinafter called the "Guarantors",

OF THE THIRD PART.

WITNESSETH:

THAT the said Lessor doth demise (subject
to clause 11 hereof) unto the said Lessees all that certain parcel
or tract of land in the City of Vancouver, in the Province of
British Columbia, coloured red on the plan hereto attached, from
the day of the date hereof for the term of five years thence ensuing,
yielding therefor during the first two years of the said term the
rent of \$50.00, per month payable in advance. The rent for the balance
of the term shall, if it cannot be agreed upon, be fixed at the in-
stance of either party by arbitration under the provisions of the
"Arbitration Act" and until so agreed upon or fixed shall continue at
the rate of \$50.00 per month payable in advance.

- 2 -

1. The Lessor hereby gives to the Lessees a license (revocable at any time) to moor such floats or rafts adjacent to the demised premises as may be approved as to construction and location by the City Engineer, and all works shall be carried out to the entire satisfaction of the City Engineer. The Lessor agrees that during the term of this lease it will not alienate any of the land covered by water within the rectangular docks shown on the said plan.

2. The use to be made by the Lessees of the waters adjacent to the demised property shall be subject to the provisions of the Navigable Waters Protection Act or any other law or statute pertaining to the same.

3. The Lessees will not permit any structures of any kind to be erected upon the demised premises or upon floats attached thereto except such as are approved of in writing by the City Engineer.

4. The Lessees will not permit any use of the demised premises or of the adjacent water which shall constitute a nuisance and the Market Commissioner shall be the sole judge of what shall constitute a nuisance in the premises.

5. Any dredging or other improvement to the waters adjacent to the demised premises shall be undertaken by the Lessees without cost or expense to the Lessor and shall be approved by the City Engineer before any such work is commenced, and all such dredging shall be carried out to the entire satisfaction of the City Engineer.

6. The Lessees covenant and agree that during the term hereof no complaint shall be made by the Lessees with respect to any sewage or storm water which may during the term hereof be discharged into the waters adjacent to the demised premises either in respect to the manner of its discharge or of its offensiveness.

- 3 -

7. The Lessees covenant that they will indemnify the Lessor and save it harmless from and against all actions, causes of action, claims, demands, expenses, including mechanics and other liens for which as the result of these presents the Lessor may become liable, and also from and against any liability arising from loss or damage to any person using the demised premises or the floats or rafts which may be moored adjacent thereto.

8. That the said Lessees covenant with the said Lessor to pay rent and to repair (reasonable wear and tear and damage by fire and tempest excepted) and will not assign without leave and will not sublet without leave and will not use the demised or licensed premises for any purpose other than that of mooring fishing craft, landing fish and servicing fishing boats, or such other purposes as the Lessor shall approve in writing.

9. And that they will leave the premises in good repair.

10. PROVIDO for re-entry by the said Lessor on non-payment of rent or non-performance of covenants.

11. The Lessees specially covenant and agree that any bona fide fisherman residing in the City of Vancouver shall have the rights and privileges with respect to the demised premises or the floats or other improvements on the waters adjacent to the demised premises as are enjoyed by the Lessees or any member of the Lessee Union and the failure of the Lessees to afford such rights or privileges to any such fisherman shall entitle the Lessor to determine this lease upon one month's notice of the Lessor's intention so to do, which notice (as well as any other notice to be given to the Lessees under this indenture) may be effectively given by posting a copy thereof upon the demised premises.

- 4 -

12. Upon the expiration or other determination of this lease all buildings and other improvements erected upon the demised or licensed premises by the Lessees shall at the option of the Lessor remain the property of the Lessor: Provided that if they become the property of the Lessor the Lessees shall be entitled to reasonable compensation therefor; but if they do not become the property of the Lessor the Lessees covenant to remove them upon notice and to leave the said premises in the same condition as they now are.

13. The Lessor's officials, servants and workmen shall be permitted from time to time and at all reasonable times to enter upon and inspect the demised and licensed premises.

14. At the expiration of this lease the Lessor shall not during the period of six months thereafter grant a further lease of the demised premises to any other person, firm or corporation without first giving to the Lessees the privilege of entering into the same lease.

15. The Guarantors, in consideration of the Lessor granting this lease, do hereby guarantee to the Lessor the due performance by the Lessees of every covenant on the Lessees' part to be performed under the terms of this lease, and without restricting the generality of the foregoing, the payment of all moneys which under the terms hereof shall become due to the Lessor by the Lessees.

16. It is hereby agreed that this indenture and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns respectively.

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