

CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1260



A BY-LAW to authorize the execution of a lease to The Vancouver Rowing Club.

THE MUNICIPAL COUNCIL of the Corporation of the District of Burnaby ENACTS AS FOLLOWS:-

1. Authority is hereby given to the Reeve and Clerk of the Corporation of the District of Burnaby to sign and execute and affix the Corporate seal to and give delivery to The Vancouver Rowing Club therein named of an indenture of Lease between the Corporation of the District of Burnaby and the said Vancouver Rowing Club of Lot "A", Block Six (6), District lot eighty eight (88), Group One (1), all according to Map No. 4973 in the District of New Westminster and Province of British Columbia all to the extent, on the terms and conditions and in the manner set forth in the draft indenture of lease hereto attached.

2. This By-law may be cited as "VANCOUVER ROWING CLUB LEASE BY-LAW 1931."

DONE AND PASSED in Open Council this Sixteenth (16th) day of March, A.D. 1931.

RECONSIDERED AND FINALLY PASSED this Eighteenth (18th) day of May, A.D. 1931.



*W. A. Ritchard*

REEVE.

*Arthur G. Moore*

CLERK.

I, Arthur G. Moore, Clerk to the Municipal Council of the Corporation of the District of Burnaby do hereby certify that the foregoing is a true copy of a By-law passed by the Municipal Council on the 18th. day of May, A.D. 1931.

*Arthur G. Moore*

CLERK.

THIS INDENTURE made the Eighteenth (18th) day of May in the year of Our Lord One thousand Nine hundred and Thirty-one.

IN PURSUANCE OF THE "SHORT FORMS OF LEASES ACT"

BETWEEN

CORPORATION OF THE DISTRICT OF BURNABY, a Municipal Corporation duly incorporated and having its Municipal Hall at Edmonds, in the Municipality of Burnaby, in the Province of British Columbia, hereinafter called the "LESSOR"

OF THE FIRST PART:

AND

THE VANCOUVER ROWING CLUB, a body corporate under the "Societies Act" of British Columbia and having its registered office at the clubhouse, at Coal Harbour, in the City of Vancouver in the Province of British Columbia, hereinafter called the "Lessee"

OF THE SECOND PART:

WITNESSETH that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained the said lessor doth demise and lease unto the said lessee, its successors and assigns, ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Burnaby, in the District of New Westminster, Province of British Columbia, and more particularly known and described as Lot "A", Block Six (6), District Lot Eighty-eight (88) Group One (1), Map No. 4973 together with all erections and buildings thereupon erected, standing and being or hereafter during the said time to be erected, standing and being and together also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the same premises belonging or otherwise appertaining.

TO HAVE AND TO HOLD unto the said lessee, its successors and assigns, for the term of twenty (20) years from the 18th. day of May, 1931, yielding and paying therefor each and every year during the said term unto the said lessor the clear yearly rent or sum of one dollar (\$1.00) of lawful money of Canada on the 18th. day of May, during the said time without any deduction, defalcation or abatement throughout on any account whatsoever; the first of such payments to become due and to be made on the 18th. day of May 1931.

AND the lessee COVENANTS with the lessor to pay rent and to repair; and that the lessor may enter and view state or repair; and that the lessee will repair according to notice and will not assign or sublet without leave; and that it will use the demised premises and such buildings as may be erected thereon as a private rowing club only or for such other games or recreations as may be sanctioned or approved of from time to time in writing by the lessor; and that the lessee will within six (6) months from the date hereof construct on the demised premises a shed and temporary clubhouse, as shall be approved of as to site, dimensions and otherwise by the lessor's surveyor or engineer after submission to him by the lessee of the proposed plans and elevation thereof.

AND the lessee COVENANTS that it will within three (3) years from the date hereof commence construction of a permanent clubhouse on the premises and will complete the same within five (5) years from the date hereof.

AND the lessee further COVENANTS that it will during the said term keep the buildings and structures on the said premises insured to the full insurable value thereof against fire in the joint names of the lessor and of the lessee and when required will produce to the lessor the policy and the receipt for the last premium paid for such insurance, and in case of destruction or damage by fire of the said buildings

or structures or any part or parts thereof the monies received in respect of such insurance shall be laid out and expended in completion or repairing the said premises.

AND the lessee further COVENANTS that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said lessee or its assigns, or if the said lessee or its assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current yearly rent shall immediately become due and payable and the said term shall at the option of the lessor immediately become forfeited and void.

PROVISO for re-entry by the lessor on non-payment of rent or non-performance of covenants or seizure or forfeiture of the said term for any cause whatsoever.

PROVIDED that on the determination of the tenancy or within one (1) month thereafter if the rent shall be duly paid up to such determination and there shall not be any unsatisfied breach of any covenant or provision aforesaid, the lessee may remove all or any buildings, structures or fixtures placed by it on the demised premises unless the lessor shall within two (2) weeks after such determination give notice to the lessee of its intention to purchase the same or any of them at a price to be agreed upon between the parties or in default of such agreement by two (2) appraisers, one to be appointed by each party or their umpire in the usual manner.

PROVIDED that if the lessee shall in any year give to the lessor not less than six (6) month's previous notice in writing of its desire that this demise shall determine on the first day of January next after the service of such notice and shall pay the rent and perform and observe the covenants aforesaid up to the last aforesaid date, then on the first day of January next after the service of such notice the present demise shall

thenceforth cease and determine without prejudice to any claim which either party may have against the other in respect of any breach of any covenant or condition herein contained. Any notice required to be given to the lessee shall be duly served if sent by post in a prepaid letter addressed to the secretary of the club at its registered office, and any notice to the lessor shall be duly served if sent in like manner addressed to it at the Municipal Hall; any such notice shall be deemed to have been received on the day on which it ought in due course of post to have been delivered.

The lessor COVENANTS with the lessee for quiet enjoyment.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and the year first above written.

SIGNED SEALED AND DELIVERED )  
in the presence of:

*[Handwritten signature]*

VANCOUVER ROWING CLUB

*[Handwritten signature]* President  
*[Handwritten signature]* Secretary



*[Handwritten signature]* Reeve  
*[Handwritten signature]* Clerk