

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3675

A BY-LAW to authorize the granting of a lease  
of certain municipally-owned lands to  
Vancouver Sporting & Bench Rifle Club.

WHEREAS the Municipal Council may absolutely lease any of  
the corporate property for any term not exceeding twenty years.

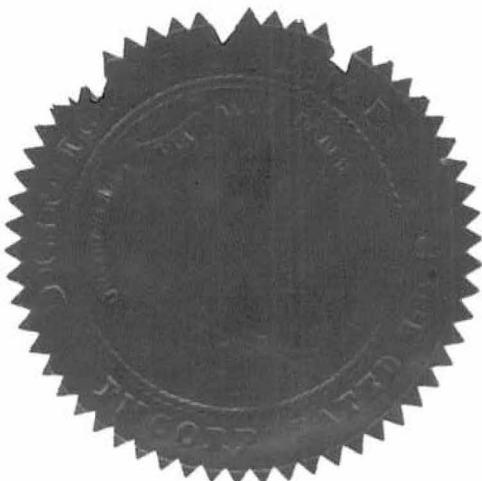
AND WHEREAS The Corporation of the District of Burnaby is  
the owner of those lands hereinafter described.

NOW THEREFORE the Municipal Council of The Corporation of  
the District of Burnaby in open meeting assembled ENACTS as follows:

1. The Municipal Council of The Corporation of the District of  
Burnaby is hereby authorized and empowered to demise and lease  
unto Vancouver Sporting & Bench Rifle Club for the term of twenty  
(20) years those municipally-owned lands more particularly des-  
cribed in the form of lease hereunto attached and marked as Schedule  
"A", yielding and paying therefor the clear annual rent therein  
specified.
2. The Reeve and Clerk are hereby authorized and empowered to  
execute the said lease, in the form hereto attached and marked  
as Schedule "A", signing the same and affixing the corporate  
seal thereto.
3. This By-law may be cited for all purposes as "VANCOUVER  
SPORTING & BENCH RIFLE CLUB LEASE AUTHORIZATION BY-LAW 1956".

DONE AND PASSED in Open Council this Thirtieth (30th)  
day of January, 1956.

RECONSIDERED AND FINALLY PASSED this Thirteenth (13th)  
day of February, 1956.



*Chas. Isaac Dorley*

R E E V E.

*Alcides B. Bomm*

C L E R K.

THIS INDENTURE made and entered into this Eighteenth (18th) day of May, in the year of Our Lord, One thousand nine hundred and fifty-five.

IN PURSUANCE of the "SHORT FORM OF LEASES ACT".

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Lessor")

OF THE FIRST PART,

A N D:

VANCOUVER SPORTING & BENCH RIFLE CLUB, an incorporated society, incorporated under the provisions of the "Societies Act" in the Province of British Columbia and having an office at 4366 Main Street, in the City of Vancouver, Province of British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART.

WITNESSETH:

1. THAT in consideration of the rents, covenants and conditions herein respectively reserved and contained, the Lessor doth lease unto the Lessee, ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being a portion of Block Eleven (11) of Lots Two hundred and thirteen (213) and Two hundred and fourteen (214), Group One (1), New Westminster District, Province of British Columbia, according to Plan 3081 deposited, and being more particularly described as follows:

COMMENCING at an Iron Post set on the northerly boundary of Block 11, aforesaid, at a point 366.38 feet, S.61°43'30"E., from the northwesterly corner, thereof;

thence S.61°43'30"E. and following the northerly boundary of said Block 11, 230.62 feet, to an Iron Post;

thence S.78°40'E. and following the northerly boundary of said Block 11, 199.63 feet, to an Iron Post;

thence S.10°40'E., 1000 feet to an Iron Post;

thence S.79°20'W. 446.1 feet, to an Iron Post;

thence N.61°43'30"W., 380.0 feet, to an Iron Post;

thence N.10°22'E., 1051.0 feet, to the point of commencement and containing, by admeasurement, 14.63 acres, be the same more or less as more particularly shown on the plan hereunto annexed and thereon outlined with Red Colour, (hereinafter called "the said demised premises").

2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for a term of twenty (20) years commencing on the First (1st) day of April, 1955 and ending on the Thirty-first (31st) day of March, 1975.

3. YIELDING AND PAYING THEREFOR the clear annual rent or sum of Twenty-five (\$25.00) Dollars plus an amount equal to the annual taxes which would be levied in any year during the currency hereof on improvements now or hereafter situate upon the said demised premises were the same privately owned. The said sum of Twenty-five (\$25.00) Dollars shall be payable on or before the 1st day of April, 1955, and thereafter on the 1st day of April in each and every year during the currency hereof; and the amount equal to taxes on improvements shall be payable on the 2nd day of July, 1955, and thereafter on the 2nd day of July in each and every year during the currency hereof.

4. The Lessee covenants with the Lessor to pay rent and water rates; and to repair, and to keep up fences, and that the Lessor may enter and view state of repair and that the Lessee will repair according to notice, and that the Lessee will not assign or sublet without leave; and that the Lessee will leave the premises in good repair.

5. PROVISIO FOR RE-ENTRY by the Lessor on non-payment of rent or non-performance of covenants.

6. The Lessor covenants with the Lessee for quiet enjoyment.

7. The Lessee covenants that the said demised premises shall be used for a revolver and rifle range and no other purpose, and that the Lessee will observe and abide by all by-laws of The Corporation of the District of Burnaby which may be applicable to the demised premises and that the Lessee will not carry on any business or activity or suffer to be carried on any business or activity, on the

said demised premises which shall be deemed by the Lessor to constitute a nuisance.

8. The Lessee covenants with the Lessor that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor or creditors of the Lessee, or his assigns, or if the Lessee or his 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 monthly rent shall immediately become forfeited, and the said term shall immediately cease and determine and become forfeited and void and these presents thereupon shall ipso facto be null and void and of no further force or effect either at law or in equity save and except in respect to any monies due or owing by the Lessee to the Lessor at such time.

9. The Lessee covenants at all times to be responsible for and to indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever suffered, made, brought or prosecuted and howsoever caused, in any manner based upon, occasioned by or attributable to the execution or performance of these presents, or any action taken or thing done or maintained by virtue or in consequence hereof, or omitted to be so taken, done or maintained, or the exercise or purported exercise in any manner of rights arising hereunder.

10. The Lessee covenants that the Lessee shall not have any claim or demand against the Lessor for detriment, damage or injury of any nature and howsoever caused to the said demised premises or to the Lessee's use and occupation thereof or to any buildings, structures, erections, improvements, motor or other vehicles, materials, supplies, goods,

articles, effects, or things at any time erected, brought, placed, made or being upon the said demised premises.

11. The Lessee covenants and agrees not to erect, construct or maintain any building, structure, erection or improvement or occupation of any kind whatsoever (hereinafter called "the said improvements") save and except a boundary fence on the said demised premises nor interfere with the soil thereof in any manner whatsoever without the consent in writing of the Lessor first had and obtained and upon such terms and conditions as the Lessor may require.

12. The Lessee covenants and agrees to remove from the said demised premises, being responsible for any damage thereto, within one calendar month of the expiration of the term hereby granted or the sooner determination thereof the said improvements save and except the said boundary fence which shall not be removed. In the event that the Lessee should fail to remove the said improvements as aforesaid, the said improvements shall thereupon become the property of the Lessor.

13. The Lessee covenants and agrees to observe and abide by any and all regulations of whatsoever authority pertaining to rifle and revolver ranges and to erect and properly maintain a boundary fence on the said demised premises and at all times to be responsible for the proper maintenance of the said range and the erection and proper maintenance of any required warning signs or devices.

14. PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that if the Lessee shall hold over after the expiration of the term hereby granted, and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as same may be applicable to a tenancy from month to month, and shall be determined by one month's notice in writing.

15. Any notice required to be given hereunder may be effectively given by sending the same by registered post to the Lessor at 1930 Kingsway, Burnaby 1, B. C. and to the Lessee at 4366 Main Street, Vancouver, B. C. and such notice shall be deemed to have been served on the day following such posting.

16. The term Lessor shall include the successors and assigns of the Lessor and the term Lessee shall include the successors and permitted assigns of the Lessee.

IN WITNESS WHEREOF the Lessor has caused these presents to be sealed with its corporate seal and signed by the Reeve and Clerk and the Lessee has caused its corporate seal to be hereunto affixed under the hands of its proper officers duly authorized in that behalf on the day and year first above written.

The Corporate Seal of The Corporation of the District of Burnaby was affixed in the presence of:

\_\_\_\_\_  
REEVE.

\_\_\_\_\_  
CLERK.

The Corporate Seal of Vancouver Sporting & Bench Rifle Club was hereunto affixed in the presence of:

\_\_\_\_\_  
President.

\_\_\_\_\_  
Vice-President.