

THE CORPORATION OF THE DISTRICT OF BURNABY

VF 1696

BY-LAW NO. 4145

A BY-LAW to authorize the granting of a lease  
of certain municipally-owned lands  
to The Burnaby Revolver and Rifle Club.

The Council of The Corporation of the District of Burnaby  
ENACTS as follows:

1. This By-law may be cited as "BURNABY LEASE AUTHORIZATION BY-LAW NO. 6, 1960."
2. The Council is hereby authorized and empowered to demise and lease unto The Burnaby Revolver and Rifle Club for the term of five years those municipally-owned lands and premises situate, lying and being a portion of Block 10, District Lot 214, Group 1, New Westminster District, Province of British Columbia, according to Plan 3081, deposited, and being more particularly described as follows:-

COMMENCING at the northeasterly corner of Block Ten (10) aforesaid;

Thence westwardly and following the northerly boundary of said Block Ten (10), three hundred and one point twenty-four (301.24) feet, more or less to a point, said point lying three hundred (300.0) feet measured at right angles, from the final course mentioned in this description;

Thence south twenty-eight degrees, sixteen minutes, thirty seconds west (S.28°16'30"W.), one thousand (1000.0) feet;

Thence south sixty-five degrees, forty-four minutes, thirty seconds east (S.65°44'30"E.), three hundred point seventy-three (300.73) feet, more or less, to a point lying three hundred (300.0) feet, measured at right angles, from the preceding course and one thousand (1000.0) feet south twenty-eight degrees, sixteen minutes, thirty seconds west (S.28°16'30"W.) from the point of commencement;

Thence north twenty-eight degrees, sixteen minutes, thirty seconds east (N.28°16'30"E.), one thousand (1000.0) feet to the point of commencement, and containing by estimation six point nine hundred and fifteen thousandths (6.915) acres, be the same more or less, as shown outlined in Red colour on the plan attached to the lease hereunto annexed as Schedule "A", upon the terms, covenants and conditions more particularly set forth therein.

3. The Reeve and Clerk are 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 September 1960.

Read a second time this 13th day of September 1960.

Read a third time this 13th day of September 1960.

Reconsidered and adopted this 19th day of September, 1960.



R E E V E



C L E R K

SCHEDULE "A"

THIS INDENTURE made the            day of June, in the year of our Lord One Thousand Nine Hundred and Sixty.

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

AND

THE BURNABY REVOLVER AND RIFLE CLUB

an incorporated society, incorporated under the provisions of the "Societies Act" of the Province of British Columbia and having an office at 6912 Joffre Avenue, in the Municipality of Burnaby, in the Province of British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART

W I T N E S S E T H that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, kept, observed and performed, the Lessor doth demise and lease unto the Lessee all and singular that certain parcel or tract of land and premises, situate, lying and being a portion of Block Ten (10), District Lot 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 the northeasterly corner of Block Ten (10) aforesaid;

Thence westwardly and following the northerly boundary of said Block Ten (10), three hundred and one point twenty-four (301.24) feet, more or less to a point, said point lying three hundred (300.0) feet measured at right angles, from the final course mentioned in this Description;

Thence south twenty-eight degrees, sixteen minutes, thirty seconds west (S.28°16'30"W.), one thousand (1000.0) feet;

Thence south sixty-five degrees, forty-four minutes, thirty seconds east (S.65°44'30"E), three hundred point seventy-three (300.73) feet, more or less, to a point lying three hundred (300.0) feet, measured at right angles, from the preceding course and one thousand (1000.0) feet south twenty-eight degrees, sixteen minutes, thirty seconds west (S.28°16'30"W.) from the point of commencement;

Thence north twenty-eight degrees, sixteen minutes, thirty seconds east (N.28°16'30"E.), one thousand (1000.0) feet to the point of commencement, and containing by estimation six point nine hundred and fifteen thousandths (6.915) acres, be the same more or less, as shown on the Plan hereunto annexed and thereon outlined in Red colour, (hereinafter called "the said demised premises").

TO HAVE AND TO HOLD the said demised premises for and during the term of five (5) years commencing on the First day of June, 1960.

YIELDING AND PAYING THEREFOR yearly and every year during the said term hereby granted unto the Lessor the sum of Twenty Five (\$25.00) Dollars payable in advance on the First day of June in each year during the said term, the first of such payments to become due and be paid on the First day of June, 1960.

The Lessee covenants with the Lessor to pay rent, and to pay taxes including a proportionate part of the sum that would have been the amount of the current year's taxes on the said demised premises if same had been assessed and taxed as if in the hands of a holder, occupier or owner thereof other than the Corporation; and to pay 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 said demised premises in good repair.

The Lessee covenants with the Lessor to use the said demised premises only for the purposes of a revolver and rifle range and for no other purpose and the Lessee further covenants with the Lessor to observe and abide by all laws, regulations and by-laws of the Lessor or other competent authority which may be applicable to the said demised premises and to the operation of a revolver and rifle range 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.

The Lessee further covenants that he will not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the said demised premises and will at all times keep the said premises in clean and wholesome condition.

The Lessee shall not erect or place any building, erection or improvement (except the boundary fence hereinafter mentioned) on the said demised premises without the consent in writing of the Lessor first had and obtained and upon such terms and conditions as the Lessor may require.

The Lessee covenants and agrees to pull down and remove in a workmanlike manner so as not to cause any damage to the said demised premises all or any buildings or structures erected on the said demised premises (save the said boundary fence) within one month of the expiration of the term hereby granted and to make adequate compensation to the landlord for all damage caused by the removal of buildings or structures as aforesaid.

The Lessee further covenants and agrees to construct, erect and maintain in a good, substantial and workmanlike manner such a boundary fence around the perimeter of the said demised premises and such warning signs or devices as may be necessary or desirable for the purposes of a revolver and rifle range or as the Lessor may from time to time require or direct.

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

The Lessor covenants with the Lessee for quiet enjoyment.

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, liens, 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, or in respect of any matter or thing in consequence of or in connection with or arising out of the Lessee's occupancy or use of the said demised premises or out of any operation in connection therewith.

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.

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 of the Lessee or if the Lessee shall make any assignment for the benefit of creditors or becoming insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, then the current rent shall immediately become due and payable, or if any rent has been paid in advance pursuant to these presents, the same shall immediately become forfeited to the Lessor and the term hereby granted shall at the option of the Lessor to be exercised by notice in writing to the Lessee immediately become forfeited and void.

The Lessee covenants with the Lessor that if the rent hereby reserved or any part thereof shall be in arrears for fifteen (15) days whether or not the same shall have been in any manner demanded, or in case breach or non-observance be made or suffered by the Lessee at any time or times in or in respect of any of the other terms, covenants and conditions in this lease contained, which, on the part of the Lessee ought to be observed and performed, then and in every of such cases it shall be lawful for the Lessor without judicial inquiry or finding to cancel and determine the lease herein and to re-enter the said demised premises and the same to have again,

repossess and enjoy, and thereupon the term hereby created shall forthwith determine, and no acceptance of rent subsequent to any breach or non-observance nor any condoning, excusing or overlooking by the Lessor on previous occasions of breaches or non-observances similar to that for which this lease shall be cancelled and determined shall be taken as a waiver of these conditions or in any way defeat or affect the rights of the Lessor hereunder, including those rights arising out of any breach or non-observance by the Lessee antecedent to that for which this lease shall be cancelled and determined.

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.

It is hereby agreed, covenanted and understood that any notice to be served by the Lessor upon the Lessee in connection with this lease shall be sufficiently served if sent by registered post to the Lessee at its address hereinbefore set forth and such notice shall be deemed to be served on the day next following such posting.

Wherever the singular or the masculine is used in this indenture, it shall be deemed to include the plural or the feminine or the body politic or corporate; also the parties hereto shall be deemed to include the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them.

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 these presents to be sealed with its corporate seal and signed by its proper officers duly authorized in that behalf on the day and year first above written.

The Corporate Seal of the Lessor was hereunto affixed in the presence of:

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
CLERK

The Corporate Seal of the Lessee was hereunto affixed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



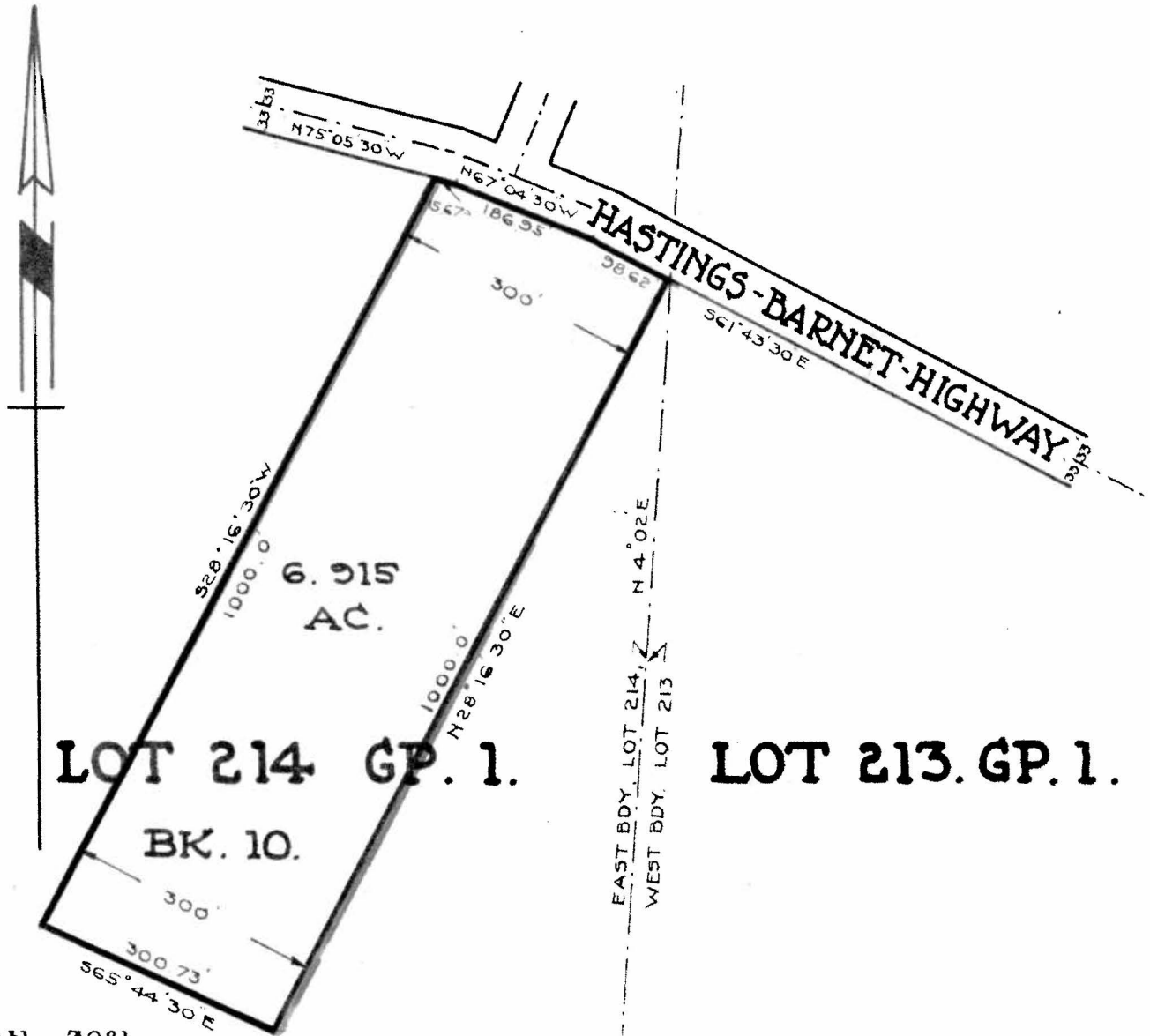
**PLAN OF A PORTION OF BLOCK 10**  
**LOT 214, GROUP 1,**  
**NEW WESTMINSTER DISTRICT.**  
**ACCORDING TO PLAN 3081.**

Deposited in the Land Registry  
 Office of New Westminster, B. C.  
 this \_\_\_\_\_ day of \_\_\_\_\_ 1955

SCALE: 1 INCH = 200 FEET.

Registrar.

Note: - Bearings are referred to Meridian of Plan 3081.



PLAN 3081

Certified correct according to  
 Land Registry Office Records.  
 Dated this 4th day of  
 May, 1955

*David H. Burnett*  
 B.C.L.S.

David H. Burnett  
 B.C. Land Surveyor  
 South Burnaby, B.C.

Approved under the Land Registry Act.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_ 1955

\_\_\_\_\_  
Approving Officer.  
**THE CORPORATION OF THE DISTRICT OF BURNABY**

\_\_\_\_\_  
REEVE

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