

THE CORPORATION OF THE DISTRICT OF BURNABY

VF 1696

BY-LAW NO. 4184

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to Coast Marksmen.

WHEREAS Coast Marksmen presently hold a lease from The Corporation of the lands and premises more particularly hereinafter described for a term of Ten years commencing on the First day of January, 1956, and ending on the Thirty First day of December, 1965.

AND WHEREAS the said Coast Marksmen have applied to Council for a new lease of the said lands and premises for a period of Fifteen years commencing on the First day of January, 1961, and ending on the Thirty First day of December, 1975, subject to certain rights of forfeiture and cancellation.

NOW THEREFORE 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. 9, 1960."
2. The Council is hereby authorized and empowered to demise and lease unto Coast Marksmen, for the term of Fifteen years those municipally-owned lands and premises more particularly known and described as ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being a portion of Blocks Ten (10) and Eleven (11), of District Lots Two hundred and thirteen (213) and Two hundred and fourteen (214), Group One (1) New Westminster District according to Plan 3081, deposited in the Land Registry Office, in the City of New Westminster, in the Province of British Columbia and being more particularly described as follows:-

COMMENCING at the North-easterly corner of Block Ten (10) aforesaid;

Thence South twenty-eight degrees, sixteen minutes, thirty seconds West (S.28°16'30"W) One thousand (1,000.0) feet, to an Iron Post;

Thence South sixty-one degrees, forty-three minutes, thirty seconds East (S.61°43'30"E) Six hundred and eighty-nine point fifty-six (689.56) feet, to an Iron Post;

Thence North ten degrees, twenty-two minutes East (N.10°22'E), One thousand and fifty-one (1,051.0) feet, to an Iron Post set on the Northerly boundary of Block Eleven (11) aforesaid;

Thence North sixty-one degrees, forty-three minutes, thirty seconds West (N.61°43'30"W) and following the Northerly boundary of Block Eleven (11), three hundred and sixty-six point thirty-eight (366.38) feet, to the point of commencement and containing, by admeasurement, 12.13 acres, be the same more or less as more particularly shown on the plan hereunto annexed, prepared by Geoffrey K. Burnett, B.C.L.S. and dated the 27th day of November, 1946, and thereon outlined in red colour on the plan attached to the form of lease hereunto annexed as Schedule "A" and 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 3rd day of October 1960.

Read a second time this 3rd day of October 1960.

Read a third time this 3rd day of October 1960.

Reconsidered and adopted this 18th day of October 1960.



A. H. Emmott

R E E V E

J. Shaw

C L E R K

SCHEDULE "A"

THIS INDENTURE made and entered into this day of October, 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:

COAST MARKSMEN, a Society duly incorporated under the provisions of the "Societies Act" of the Province of British Columbia and having an office at 4563 Watling Street, Burnaby 1, B.C.

(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 in the Municipality of Burnaby, Province of British Columbia, and being more particularly known and described as those portions of Blocks Ten (10) and Eleven (11) of District Lots Two Hundred and Thirteen (213) and Two hundred and Fourteen (214), Group One (1) New Westminster District, according to Plan 3081, deposited in the Land Registry Office, in the City of New Westminster, in the Province of British Columbia and being more particularly described as follows:-

COMMENCING at the North-easterly corner of Block Ten (10) aforesaid;

Thence South twenty-eight degrees, sixteen minutes, thirty seconds West (S.28°16'30"W) One thousand (1,000.0) feet, to an Iron Post;

Thence South sixty-one degrees, forty-three minutes, thirty seconds East (S.61°43'30"E), Six hundred and eighty-nine point fifty-six (689.56) feet, to an Iron Post;

Thence North ten degrees, twenty-two minutes East (N.10°22'E.), One thousand and fifty-one (1,051.0) feet, to an Iron Post set on the Northerly boundary of Block Eleven (11), aforesaid;

Thence North sixty-one degrees, forty-three minutes, thirty seconds West (N.61°43'30"W) and following the Northerly boundary of Block Eleven (11), three hundred and sixty-six point thirty-eight (366.38) feet, to the point of commencement and containing, by admeasurement, 12.13 acres, be the same more or less as more particularly shown on the plan hereunto annexed, prepared by Geoffrey K. Burnett, B.C.L.S. and dated the 27th day of November, 1946 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 fifteen years commencing on the First day of January, 1961, and ending on the Thirty First day of December, 1974.

YIELDING AND PAYING THEREFORE 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 January each year during the said term, the first of such payments to become due and be paid on the First day of January, 1961. Provided that if during the term of the Lease herein or any renewal thereof Section 334 of the "Municipal Act" is repealed or amended in such manner that the occupier of municipally owned lands is not required to pay taxes as occupier, the Lessee will pay in addition as rent an amount equal to the taxes which would have been imposed had the said section not been repealed or amended.

The Lessee covenants with the Lessor to pay rent, and to pay taxes; 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 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 be ipso facto null and void and of no further force or effect either at law or in equity save and except in respect to any moneys due or owing by the Lessee to the Lessor at such time.

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 over-looking 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 further understood and agreed by the parties hereto that if the Lessor shall desire to determine the term hereby granted at any time and shall give to the Lessee one year's previous notice in writing of such desire then immediately on the expiration of such one year period the present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

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:

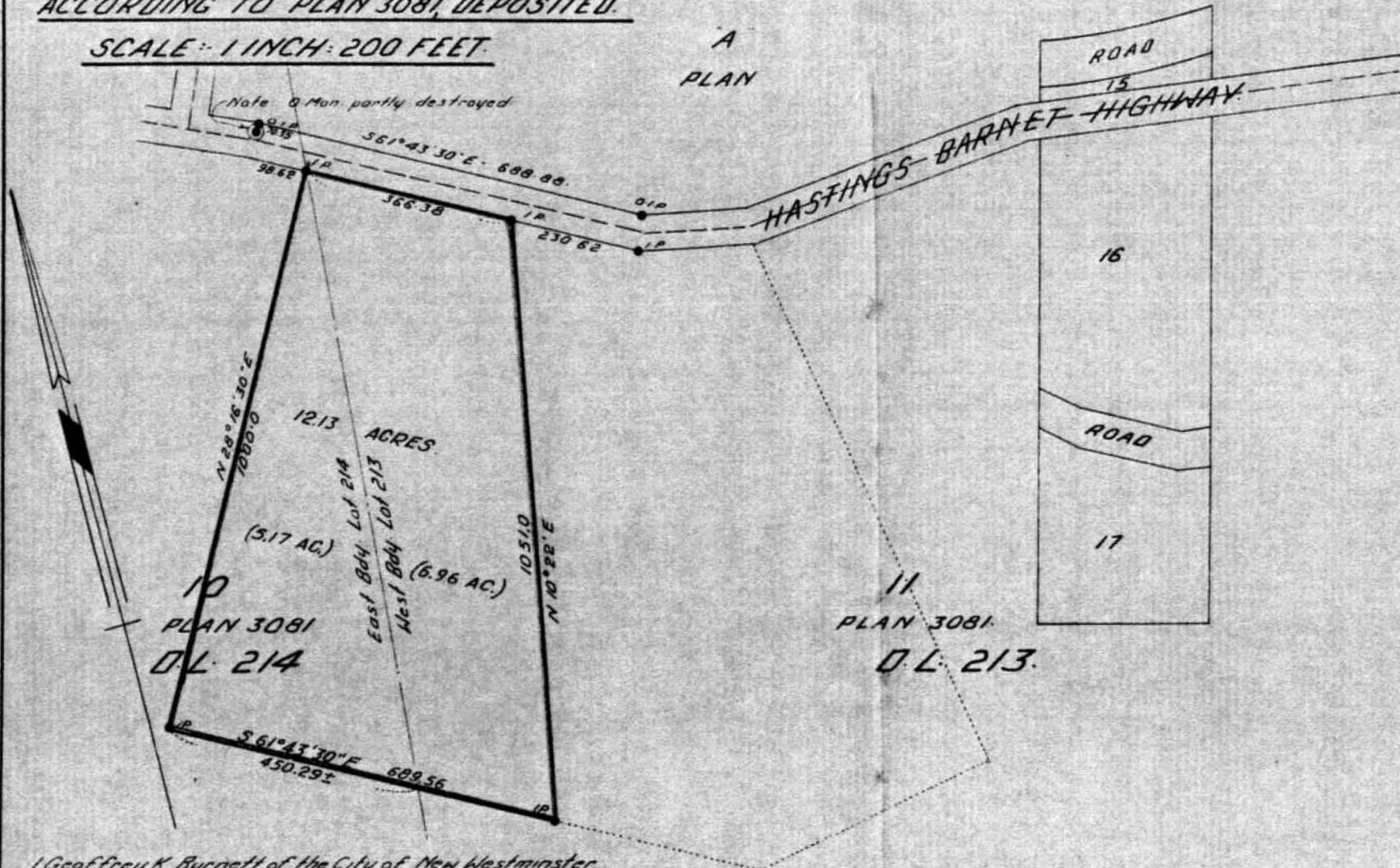
PLAN OF A PORTION OF
BLOCKS 10 AND 11 OF LOTS
213 AND 214, GROUP 1.
NEW WESTMINSTER DISTRICT.
ACCORDING TO PLAN 3081, DEPOSITED.

SCALE: 1 INCH = 200 FEET.

Deposited under Section 79
of the Land Registry Act
this day of 194.

Registrar

A
PLAN



I, Geoffrey K. Burnett of the City of New Westminster,
in the Province of British Columbia, a British Columbia
Land Surveyor make oath and say that I was present at
and did personally superintend the Survey represented
by this Plan and that the Survey and Plan are correct.
The said Survey was completed on the 27th day of
November, 1946. *Geoffrey K. Burnett.*

Sworn before me this 27th
day of November, 1946.

Legend—
Bearings referred to Meridian of
Plan 3081.

- O Mon. indicates Special Survey Monument found
- O.I.P. indicates iron post found
- I.P. indicates iron post set
- indicates wooden post set.

Burnett and McGowan

Approved under the Land Registry Act
Dated this day of 194

Approving Officer

Owner