

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 5624

A BY-LAW to authorize the granting of a lease of certain Municipally-owned Lands to The Royal Canadian Air Cadets, No. 637 Squadron.

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. 4, 1969".
2. The Council is hereby authorized and empowered to demise and lease unto The Royal Canadian Air Cadets, No. 637 Squadron, upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto attached and marked Schedule "A", these municipally-owned lands more particularly described as ALL AND SINGULAR those lands situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as part of Blocks Ten (10) and Eleven (11) of District Lot Ninety-four (94) as shown on Sketch No. 895 deposited, SAVE AND EXCEPT the Northerly Ten (10') feet thereof.
3. The Mayor and Clerk are hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

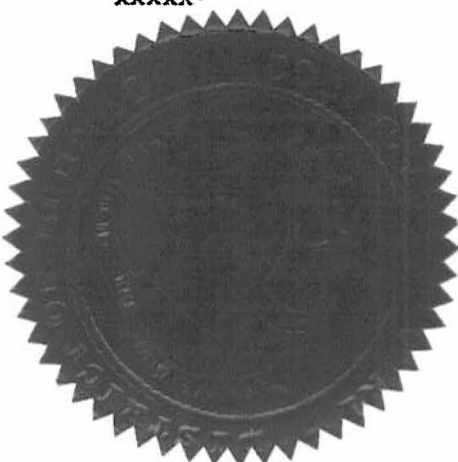
Read a first time this 12th day of January, 1970 ~~1969~~.

Read a second time this 12th day of January, 1970 ~~1969~~.

Read a third time this 12th day of January, 1970 ~~1969~~.

Reconsidered and adopted this 19th day of January, 1970.

~~1969~~.



*Robert W. Prittie*  
MAYOR  
*A. Shaw*  
CLERK

SCHEDULE "A"

THIS INDENTURE made and entered into this First day of December, 1969.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Lessor")

AND:

OF THE FIRST PART

THE ROYAL CANADIAN AIR CADETS, NO. 637 SQUADRON,

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the owner of those lands situate, lying and being in the Municipality of Burnaby, Province of British Columbia and more particularly hereinafter described.

NOW THEREFORE THIS INDENTURE 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 situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as part of Blocks Ten (10) and Eleven (11) of District Lot Ninety-four (94) as shown on sketch No. 895 deposited, SAVE AND EXCEPT the Northerly Ten (10') feet thereof (hereinafter called "the said demised premises.")
2. TO HAVE AND TO HOLD the said demised premises unto the Lessee from the First day of December, 1969 to the Thirtieth day of June, 1975.
3. YIELDING AND PAYING THEREFOR unto the Lessor in advance, yearly and every year, the rent of \$1.00 per annum payable on or before the 1st day of December in each year at

the office of the Lessor, and whether demanded or not, and on the 1st day of December, 1969, an amount equal to one-twelfth of the annual taxes which would be levied upon the lands and premises, if the same were privately owned, without any deductions of any kind whatsoever.

4. The Lessee covenants with the Lessor to pay rent and rates for electricity, heat, light, gas, water and telephone; and to repair; and to keep up fences, and that the Lessor may enter and view the 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 lands and premises in good repair.

5. PROVIDED that the Lessee may remove his fixtures.

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

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

8. The Lessee covenants with the Lessor to observe and abide by all by-laws of The Corporation of the District of Burnaby which may be applicable to the said 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.

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, 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.

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. It is hereby understood, covenanted and agreed by and between the parties hereto that the Lessee has purchased the existing buildings situate upon the said demised premises from The Governing Council of the Salvation Army Canada West, and that the Lessee shall have the right, if not in default hereunder, to remove the said buildings at any time prior to the expiration, by effluxion of time, of the term hereby granted or within thirty (30) days hereafter; provided, however, that all of the said buildings not so removed shall be and become fixtures and become part of the land and shall belong to the Lessor.

12. 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.

13. THAT IT IS ALSO AGREED by and between the parties hereto that if the term hereby granted shall at any time be 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 bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

14. That any notice required to be given by the Lessor hereunder may be given by sending the same to the Lessee by registered post at its address hereinbefore given or in care of any of its officers and such notice shall be deemed to have been served on the day of posting.

15. That wherever the singular or masculine are used in this Indenture they shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties have caused these presents to be executed as of the day and year first above written.

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

Robert M. Pottle  
MAYOR

J. Shaw  
CLERK

THE CORPORATE SEAL OF THE ROYAL CANADIAN AIR CADETS, No. 637 SQUADRON WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

M. Dal  
[Signature]

LAND REGISTRY ACT  
Form Q. (Section 58)

For the Secretary (or other Officer) of a Corporation

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at the Municipality of Burnaby, in the Province of British Columbia, JOHN H. SHAW, personally known to me, appeared before me and acknowledged to me that he is the Clerk of The Corporation of the District of Burnaby, and that he is the person who subscribed his name to the annexed instrument as Clerk of the said Corporation and affixed the seal of the said Corporation to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN WITNESS WHEREOF I have hereunto set my hand and Seal at the Municipality of Burnaby, Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand nine hundred and sixty \_\_\_\_\_.

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A Commissioner for taking Affidavits within British Columbia.