

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 6613

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to Lower Mainland of B. C. Gun Association.

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. 1, 1975".
2. The Council is hereby authorized and empowered to demise and lease unto Lower Mainland of B. C. Gun Association upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto attached and marked Schedule "A", those municipally-owned lands and premises more particularly described as ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Burnaby, Province of British Columbia, and described as the 0.141 acre portion of Lot Six (6), Block Fifteen (15), District Lot Seventy-Nine (79), Group One (1), Plan 536, New Westminster District, as shown outlined in red on the plan prepared by Bryan S. Berting, B.C.L.S., completed on the 22nd day of August, 1974, annexed to the form of lease marked Schedule "A" hereto.
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 20th day of January, 1975.

Read a second time this 20th day of January, 1975.

Read a third time this 20th day of January, 1975.

Reconsidered and adopted this 27th day of January, 1975.



[Signature]
M A Y O R

[Signature]
C L E R K

THIS INDENTURE made and entered into this First day of March, 1974.

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:

LOWER MAINLAND OF B.C. GUN ASSOCIATION
4120 Sperling Avenue in the Municipality of
Burnaby, Province of British Columbia.

(hereinafter called the "Lessee")

OF THE SECOND PART:

WITNESSETH:

1. In consideration of the terms, covenants and conditions hereinafter contained on the part of the Lessee to be paid, observed and performed the Lessor doth hereby lease unto the Lessee those lands situate, lying and being in the Municipality of Burnaby, Province of British Columbia, and more particularly described as the 0.141 acre portion of Lot Six (6), Block Fifteen (15), District Lot Seventy-Nine (79), Group One (1), Plan 536, New Westminster District shown outlined in red on plan completed by Bryan S. Berting, B.C.L.S. on the 22nd day of August, 1974, a copy of which said plan is attached hereto.

(hereinafter called the "said demised premises").

2. TO HAVE AND TO HOLD the said demised premises unto the Lessee for a period of two years commencing on the First day of March, 1974 (hereinafter called "the term"). Provided that either party hereto may terminate this indenture at any time upon giving to the other 365 days notice in writing.

3. YIELDING AND PAYING THEREFORE unto the Lessor in advance, yearly and every year, the rent of One (\$1.00) Dollar per annum payable on or before the

First day of March in each year at the office of the Lessor, and whether demanded or not, the first payment to be made on or before the First day of March, 1974: and on the First day of March, April, May, June, July, August, September, October, November and December, 1974 an amount equal to one-twelfth (1/12) of the annual taxes which would be levied upon the said demised premises, if the same were privately owned, without any deductions of any kind whatsoever.

4. The Lessee covenants with the Lessor.

- (a) To pay rent.
- (b) To pay all taxes, including taxes for local improvements and works.
- (c) Not to carry on on the said demised premises or any improvements thereon any trade or business without first obtaining the written consent of the Lessor.
- (d) To repair and to keep the walks and gates and other appurtenances in, on and about the said demised premises and any improvements thereon in good order and repair.
- (e) That the Lessor may enter and view the state of repair, and that the Lessee will repair according to notice.
- (f) At all times to obey all local health, safety and fire requirements authorized by law.
- (g) To keep up fences and gates on or around the same demised premises.
- (h) Not to assign or sublet without leave which shall not be unreasonably withheld.

- (i) To pay in every year during the term hereof all rates and charges for water, gas, electric light, power and telephone and other public utilities or services supplied to or used on the said demised premises or any improvements thereon and to indemnify the Lessor and the said demised premises and any improvements thereon against all costs and charges in respect thereof.
- (j) To assume the sole responsibility for the condition, operation, maintenance and management of the said demised premises and any improvements thereon, and that the Lessor shall be under no liability for injury to any servant, agent, or employee of the Lessee or any sub-lessee, licensee or invitee of the Lessee or for loss of or damage to the property of the Lessee or of any of the aforementioned persons.
- (k) To indemnify the Lessor against all liabilities, costs, fines, suits, claims, demands and actions and causes of action of any kind for which the Lessor may become liable by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision of this lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Lessee or its servants, employees, agents, sub-lessee, or licensees or invitees on the said demised premises or any improvements thereon.

- (l) To leave the said demised premises and any improvements thereon in good repair.
- (m) To fence the said demised premises and to plant a twenty-five foot wide belt of trees on each side of said fence so that a minimum of noise or sound will emanate from the said demised premises.
- (n) To obtain the approval in writing of the Lessor as to the kind and size of trees to be planted on the said demised premises.
- (o) Not to plant any trees on the said demised premises without the written approval of the Lessor.
- (p) 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 any improvements thereon and the use to which the said demised premises and any improvements thereon shall be put by the Lessee; and not to carry on or suffer to be carried on any activity, upon the said demised premises or any improvements thereon, which may be deemed by the Lessor to constitute a nuisance.
- (q) At all times to obey all orders, directives and requests made by any municipal or other public authorities including all orders, directives and requests to carry out repairs and/or effect changes to the said demised premises or any improvements thereon in order that they will comply with local health, safety, fire, zoning, building and other requirements authorized by law.

(r) That it will immediately pay and discharge any sheriff's executions filed against the said demised premises or any improvements thereon for which it is responsible, and also any liens or other charges attaching thereto by reason of any act or omission on its part, whether caused by any work, services or materials which it has had performed or supplied in connection with the said demised premises or any improvements thereon, or by failure to pay any sales or corporation tax for which it is responsible.

(s) To pay all costs of operating and maintaining the said demised premises and any improvements thereon.

(t) To insure and keep insured during the term, with such companies and on such forms as are acceptable to the Lessor, at the Lessee's expense, Comprehensive General Liability insurance coverage covering premises and operations liability; Contractor's Contingency Liability with respect to the operations of sub-contractors; Completed Operations Liability, Contractual Liability, and Automobile Liability Insurance (owned and non-owned or hired units).

The limits of liability shall be not less than the following:

Bodily Injury Liability -

\$500,000.00 each occurrence
500,000.00 completed operations

Property Damage Liability

\$500,000.00 each occurrence

Owned and Non-Owned Automobile Liability Insurance /
Bodily Injury and Property Damage Liability -

\$500,000.00 any one accident

The Lessor shall be added as an additional named insured under the Comprehensive General Liability and Non-Owned Automobile Liability insurance.

A Cross Liability clause shall be made part of the Comprehensive General Liability insurance.

The Comprehensive General Liability policy shall provide that it cannot be cancelled, lapsed or materially changed without at least thirty days notice to the Lessor by Registered Mail.

At the time of the execution of the within lease the Lessee shall file with the Lessor a copy of each insurance policy and certificate required. All such insurance shall be maintained until the termination of this Lease.

Should the Lessee neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the Lessor, then it shall be lawful for the Lessor to obtain and/or maintain such insurance and the Lessee hereby appoints the Lessor his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Lessor for insurance premiums under the provisions of this clause shall be charged to the Lessee.

- (u) That the Lessee will not excavate, drill, install, erect, maintain or permit to be excavated, drilled, installed, erected or maintained any obstruction, pit, well, foundation, pile of material, embankment, fill, pavement, building, or other structure or installation upon, over or under the said demised premises without first obtaining the written consent of the Lessor.

5. The Lessor covenants with the Lessee for quiet enjoyment.
6. Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants.
7. The Lessor and Lessee mutually agree:
 - (a) That if the Lessee is at any time in default in the observance of any of its covenants contained herein other than the covenant requiring payment of rent, and if the Lessor shall have served notice in writing upon the Lessee specifying the default and requiring the Lessee to make compensation in money for same, and the Lessee has failed to rectify the default and pay reasonable compensation for same within thirty days after its receipt of such notice, the Lessor may, in addition to any other remedy available to it for breach of the particular covenant, itself cure the default for the account of, and at the cost of, the Lessee, and the sum so expended or incurred by it shall be deemed to be additional rent and shall be paid by the Lessee on the next date for payment of rent as provided herein. If the default is, in the opinion of the Lessor, or such a nature as to be incapable of being cured by the Lessor at the cost of the Lessee, then the Lessor may without further notice or demand on the Lessee at any time after the expiration of the thirty day period above referred to, re-enter into and upon the said demised premises or any part thereof and any improvements thereon, in the name of the whole, to re-enter, re-possess and enjoy the same, and this lease

shall be thereby determined.

- (b) 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 any buildings, structures, erections, improvements, motor or other vehicles, towers, materials, supplies goods, articles, effects, or things at any time erected, brought, placed, made or being upon the said demised premises, or arising out of the Lessee's use and occupancy of the said demised premises or any buildings, structure, erections, improvements, motor or other vehicles, towers, materials, supplies, goods, articles, effects, or things at any time erected, brought, placed, made or being on the said demised premises.
- (c) That any building, erections, and fixtures whatsoever which have been affixed to the soil and are so affixed at the termination of this Lease shall be deemed to be fixed to the soil, and together with all tools and machinery on the said demised premises, the property of the Lessor; Provided that in case the Lessee has fully complied with all the terms and conditions of this Lease, the Lessee may at any time within thirty (30) days after the day upon which the lease is terminated, remove any such fixtures, tools and machinery whatsoever, repairing any damage to the said demised premises occasioned by such removal, and that in default of such removal within the time aforesaid, the right, title and interest of the Lessee in all such fixtures, tools and machinery whatsoever shall upon the termination of this Lease cease and determine.

(d) That whenever in this Lease it is required or permitted that notice or demand be given by one or either of the parties upon the other, such notice or demand shall be deemed sufficiently given if in writing and forwarded by Registered Mail addressed as follows:

To the Clerk of the Lessor at 4949 Canada Way,
Burnaby, B.C.

To the Lessee at 4120 Sperling Avenue,
Burnaby, B.C.

Such addresses may be changed from time to time by either party serving notice as above provided.

(e) 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 a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

(f) That every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns, and that where there is more than one Lessee all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

8. PROVIDED that if and whenever the rent hereby reserved, or any part thereof, or any sum which by virtue of these presents is collectable as rent, shall be unpaid for ten days after any of the days on which the same become due, the Lessor may forward notice in writing to the Lessee demanding that the sum so in arrears be paid forthwith, and failure by the Lessee to pay the arrears within thirty days following its receipt of such notice shall, at the option of the Lessor, operate as a forfeiture of this Lease, and it shall be lawful for the Lessor at any time thereafter, into and upon the said demised premises or any part thereof, and any improvements thereon, in the name of the whole to re-enter, repossess and enjoy the same, anything hereinafter contained to the contrary notwithstanding.

9. It is agreed that if the Lessee is at any time in default in the observance of any of its covenants contained in clause four hereof, other than the covenant requiring payment of rent, and if the Lessor shall have served notice in writing upon the Lessee specifying the default and requiring the Lessee to make compensation in money for same, and the Lessee has failed to rectify the default and pay reasonable compensation for same within thirty days after its receipt of such notice, the Lessor may, in addition to any other remedy available to it for breach of the particular covenant, itself cure the default for the account of, and at the cost of, the Lessee, and the sum so expended or incurred by it shall be deemed to be additional rent and shall on demand be paid by the Lessee on the next day, or on such other rent days as the Lessor may specify, and if not paid by the Lessee be treated in the same manner and be subject to the same remedies as for non-payment of rent. If the default is, in the opinion of

the Lessor, of such a nature as to be incapable of being cured by the Lessor at the cost of the Lessee, then the Lessor may without further notice or demand on the Lessee at any time after the expiration of the thirty-day period above referred to, re-enter into and upon the said demised premises or any part thereof and any improvements thereon, in the name of the whole, to re-enter, repossess and enjoy the same, and this Lease shall be thereby determined.

10. PROVIDED ALSO, 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 an 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, or the Lessee being an incorporated society an order shall be made winding it up or accepting the surrender of its charter, then in every case the then current rent, shall immediately become due and be payable, and the said term shall, at the option of the Lessor, forthwith become forfeited and be determined, and the Lessor may re-enter and take possession of the said demised premises and any improvements thereon.

11. It is agreed that any failure by the Lessor to enforce, either in part or in whole, the rights and remedies available to it under these presents for any breach or failure by the Lessee to observe the provisions of any covenant or other matter herein contained shall not be deemed to be a waiver or acquiescence of same on the part of the said Lessor, nor shall such failure preclude the Lessor from enforcing such rights and remedies against the Lessee for any subsequent breach or non-observance.

IN WITNESS WHEREOF the parties hereto have executed
this Indenture as of the day and year first above written.

THE CORPORATE SEAL OF THE LESSOR
WAS HEREUNTO AFFIXED IN THE
PRESENCE OF:

MAYOR

James Hudson

CLERK

THE CORPORATE SEAL OF THE LESSEE
WAS HEREUNTO AFFIXED IN THE
PRESENCE OF:

THE CORPORATION OF THE DISTRICT
OF BURNABY

AND

LOWER MAINLAND OF B.C. GUN
ASSOCIATION

L E A S E

DATED: March 1st, 1974

Legal Department,
The Corporation of the
District of Burnaby,
4949 Canada Way,
Burnaby, B.C. V5G 1M2