

THE CORPORATION OF THE VILLAGE OF BURNS LAKE

BY-LAW NO. 599

A by-law to authorize the Corporation of the Village of Burns Lake to lease a portion of Airport property to the Queen in the Right of Canada.

WHEREAS Section 542 of the Municipal Act being Chapter 290 of the Revised Statutes of British Columbia, 1979, as amended provides the terms for leasing of real property owned by the municipality;

AND WHEREAS the Federal Ministry of Environment desires to establish an automated weather station at Baker Airport (Burns Lake Municipal Airport);

NOW THEREFORE the Burns Lake Village Council in open meeting assembled, enacts the following:

1. That the Village of Burns Lake lease a portion of airport land to the Federal Ministry of Environment as per the terms set forth in the draft lease document dated July 12, 1988 which is attached and becomes part of this by-law.
2. That the Mayor and the Clerk are authorized to sign the lease agreement on behalf of the Village of Burns Lake.
3. This by-law may be cited for all purposes as the "Corporation of the Village of Burns Lake Airport Weather Station Lease By-Law #599, 1989".
4. This by-law shall come into full force and effect upon adoption hereof.

READ A FIRST TIME this 11th day of March, 1989.

READ A SECOND TIME this 11th day of March, 1989.


READ A THIRD TIME this 11th day of March, 1989.

RECONSIDERED and adopted this 28th day of March, 1989.


MAYOR


CLERK-ADMINISTRATOR

Certified to be a true copy of the "Corporation of the Village of Burns
Lake Airport Weather Station Lease By-law #599, 1989".

*A true copy of By-Law No. 599
registered in the office of the Inspector
of Municipalities this 16th day of
May, 1989.*

Deputy Inspector of Municipalities


CLERK-ADMINISTRATOR

DRAFT as at July 12, 1988

THIS LEASE made the day of ,

1988.

BETWEEN:

VILLAGE OF BURNS LAKE, a Municipal Corporation duly incorporated pursuant to the laws of the Province of British Columbia

(the "Village")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Environment

("Her Majesty")

OF THE SECOND PART

WHEREAS:

A. The Village is the owner of certain lands situate in the Province of British Columbia, more particularly described as:

Lot 1, District Lot 3543, Range 5,
Coast District, Plan 4283

(the "Airport Lands"); and

B. Her Majesty desires to lease from the Village a portion of the Airport Lands for the purpose of constructing, operating and maintaining a weather station and related improvements;

NOW THEREFORE this Lease witnesses that in consideration of the sum of ONE DOLLAR (\$1.00) now paid by Her Majesty to the Village, the receipt and sufficiency thereof being hereby acknowledged, and in consideration of the mutual covenants of each party to the other, the parties agree as follows:

RANT

1. The Village does hereby grant and demise to Her Majesty:
(a) all and singular that parcel of the Airport Lands more particularly described as:

(the "Land"); together with—

~~(b) a statutory right of way in common with the Village over, under and through that certain portion of the Airport Lands more particularly described as:—~~

~~(c) the right of ingress and egress to and from the Land and to, from and over the Right-of-Way Area at~~
(the "Right-of-Way Area"); together with

~~all times for Her Majesty, Her officers, employees, agents and contractors, with or without vehicles or equipment;~~

for the purposes set out in this Lease,

ERM

TO HAVE AND TO HOLD unto Her Majesty for a term of FIFTY (50) years commencing on _____, 1988 and terminating on _____, 2030 (the "Term").

ENT

2. Her Majesty shall pay, upon the execution of this Lease by the parties, rent in the amount of ONE DOLLAR (\$1.00) as the entire amount of rent payable for the Term of this Lease.

SE

3. Her Majesty shall use

(a) the Land for the purposes of constructing, operating and maintaining a weather station and any related buildings, structures or improvements which are, in the opinion of Her Majesty, necessary for the use and operation thereof, all of which are herein collectively referred to as the "Weather Station"; and

~~(b) the Right of Way Area for the purposes of constructing, installing and maintaining for use by the Weather Station a sewer line or system, water supply system, hydro electric power line, gas line, and telephone or other communication service or any of them and any related appurtenances of whatever kind which are, in the opinion of Her Majesty, necessary for the use and operation of the said sewer line or system, water supply system, hydro electric power line, gas line, and telephone or other communication service or any of them, all which are herein collectively referred to as the "Service Works",~~

and for no other purpose whatsoever.

4. Her Majesty agrees

- (a) to pay the rent in the manner and at the time set out in this Lease;
- (b) not to assign or sublet Her Majesty's leasehold interest in the Land without the consent of the Village, such consent not to be unreasonably withheld;
- (c) to assume the costs of the construction, installation, operation and maintenance of the Weather Station and the Service Works and the cost of the supply of services by or through the Service Works;
- ~~(d) after any construction, installation or maintenance work done on the Right-of-Way Area, to restore the surface of the Right-of-Way Area as nearly as may be possible to the same condition it was in prior to the construction, installation or maintenance work;~~
- (e) to keep and maintain the Weather Station and Service Works in good and safe repair and condition;

- (f) to keep the Land and the Weather Station in a neat and tidy condition;
- (g) to comply with the lawful provisions and requirements of any applicable statutes, regulations, by-laws, rules and orders relating to the Weather Station;
- (h) to peaceably yield up the Land in good repair upon the expiration or sooner determination of the Term;
- (i) subject to the Crown Liability Act, R.S.C. 1970, C-38, to indemnify the Village and save it harmless from and against any and all claims, actions, damages and liabilities in connection with any personal injury, loss of life, or damage to the Land, arising out of the occupancy or use of the Land and occasioned wholly or in part by any negligent act of Her Majesty, Her officers, employees, agents, customers and invitees EXCEPT where such injury, loss of life, or damage to the Land has been caused wholly or in part by the negligence or other acts or omissions of the Village, its officers, servants, agents, contractors or employees.

5. The Village agrees

- (a) to allow Her Majesty to build, construct, install and maintain the Weather Station and Service Works at any time from and after the date of the commencement of the Term; and
- (b) to indemnify and save harmless Her Majesty from and against all claims, actions, causes of action, loss, damage, expenses and costs, whatsoever, made by any person or persons, arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise, from the performance or default in the performance by the Village of any of its covenants under this Lease, and from the remedying of such default by the Village or by the Her Majesty or by any other person.

TITLE TO
IMPROVEMENTS

- 6. Notwithstanding any rule of law or equity to the contrary, the title to and ownership of the Weather Station and Service Works will remain vested in Her Majesty, notwithstanding that the Weather Station and Service Works may be affixed or annexed to the Land, and Her Majesty may, at her option, remove all or part of the Weather Station and Service Works from the Land within ninety (90) days after the date of expiration or earlier determination of the Term and title to any part of the Weather Station and Service Works remaining upon the Land after the said ninety (90) day period shall vest in the Village.

FAULT BY
HER MAJESTY

- 7. In the event that Her Majesty defaults in any of the covenants on the part of Her Majesty to be performed hereunder and such default continues for thirty (30) days, the Village may give Her Majesty a notice in writing requiring Her Majesty to remedy the default within a period of thirty (30) days from the date of service of such notice and if Her Majesty shall fail to remedy such default within such period of thirty days, (or such longer period as maybe be reasonably necessary

enter upon and take possession of the Land or any part of it in the name of the whole and the same repossess and enjoy as of its former estate and the Term shall thereupon cease and determine.

DEFAULT BY
LESSOR

8. If the Village defaults in respect of any of the Village's covenants and obligations hereunder, Her Majesty may give to the Village a notice in writing requiring the Village to remedy the default within a period of thirty (30) days from the date of service of such notice and if the Village shall fail to remedy such default within such period of thirty (30) days (or such longer period as may be reasonably necessary in view of the nature of the default) the Her Majesty may terminate this Village may, but shall not be obligated to, remedy any such default of the village and all costs and expenses incurred by Her Majesty in remedying any such default shall become a debt of the Village owing to Her Majesty.

RIGHT
ENJOYMENT

9. Upon Her Majesty paying the rent and performing the covenants designated herein on Her part to be paid and performed, Her Majesty shall peaceably and quietly enjoy the Land during the Term of this Lease without molestation, hindrance or disturbance from or by the Village or any person or persons claiming through or under the Village.

RENT
RESERVATION

10. If upon the expiration or earlier determination of the Term Her Majesty holds over the Land without any express agreement as to a new term, Her Majesty shall be a monthly tenant only at a monthly rent of ONE DOLLAR (\$1.00) and on the same terms and conditions herein set out as may apply to a monthly tenancy.

TERMINATION

11. Her Majesty may terminate this Lease for any reason upon giving the Village sixty (60) days notice.

NOTICES

12. Any notice required to be given to any party shall be sufficiently given:

- (a) in the case of the Village, if personally served on any officer or executive of the Village, or, if forwarded by registered mail, addressed to:

Clerk-Administrator
Village of Burns Lake
P.O. Box 570
Burns Lake, B.C.
V0J 1E0

or other such address as the Village may from time to time advise Her Majesty by notice in writing;

- (b) in the case of Her Majesty, if personally served on the Regional Director, or if forwarded by registered mail, addressed:

Regional Director
Environment Canada
Atmospheric Environment Services
700 - 1200 West 73rd Avenue
Vancouver, B.C.
V6P 6H9

or any such other address as Her Majesty may from time to time advise the Village by notice in writing;

and any such notice, if forwarded by registered mail, shall be deemed to be served on the eighth business day following the date it is so mailed.

ISCELLANEOUS

- 13. Whenever in this Lease 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.
- 14. The captions and marginal titles in this Lease are for convenience of reference only and shall not affect the scope, intent or interpretation of any provision.
- 15. This Lease shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.
- 16. No member of the House of Commons shall be admitted to any share or part of this Lease or to any benefit to arise therefrom.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day, month and year above written.

The Corporate Seal of
VILLAGE OF BURNS LAKE
was hereto affixed in the
presence of:

C/S

Authorized Signatory Mayor

Authorized Signatory
Municipal Clerk

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA AS
REPRESENTED BY THE
MINISTER OF ENVIRONMENT:

Witness

Address

Occupation

as to both signatures