

CITY OF NANAIMO

BYLAW NO. 2974

A BYLAW TO AUTHORIZE THE CITY OF NANAIMO  
TO LEASE CERTAIN PROPERTY

WHEREAS the Council of the City of Nanaimo may, pursuant to Section 542 of the Municipal Act, by Bylaw, absolutely lease any real property held or owned by the Municipality;

THEREFORE BE IT RESOLVED that the Council of the City of Nanaimo in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "LEASE AUTHORIZATION BYLAW 1986 NO. 2974".

2. His Worship the Mayor and the City Clerk are hereby authorized and empowered to execute sub-leases in the form of the sub-lease attached hereto and forming part of this bylaw, in favour of the following:

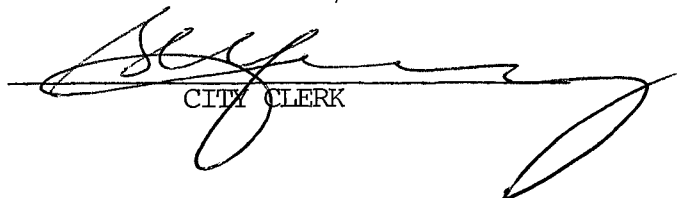
(1) Vancouver Island Helicopters Ltd., of that part of Nanaimo Airport as shown outlined in red upon the sketch map attached to such sub-lease as Schedule "A". (Lease Area No. 14)

PASSED FIRST, SECOND AND THIRD READINGS 1986-MAY-26.

ADOPTED 1986-JUN-09.

REPEALED 1987-JUN-08.

  
MAYOR

  
CITY CLERK

THIS INDENTURE made the            day of            , 1986.

BETWEEN:

City of Nanaimo,  
455 Wallace Street,  
Nanaimo, British Columbia  
V9R 5J6

(hereinafter call the "City")

OF THE FIRST PART

AND:

Vancouver Island Helicopters Ltd.  
Victoria International Airport  
Sidney, British Columbia  
V8L 4R1

(hereinafter called the "Sub-Lessee")

OF THE SECOND PART

WHEREAS by Indenture of Lease No. 48913 dated the 21st day of October, 1952, and made between Her Majesty the Queen, represented by the Minister of Transport as Lessor and The City of Nanaimo as Lessee, as amended by Supplemental Agreements made 1957-JAN-17, 1969-JUL-03, 1974-OCT-30, 1979-MAY-08, 1981-JUL-16, and 1984-APR-13, the said City of Nanaimo did lease the lands and premises more particularly set forth in the said Lease (Hereinafter referred to as the "Airport"), subject to the terms and conditions therein set forth;

AND WHEREAS the City and the Sub-Lessee have agreed to grant and take respectively a sub-lease of a portion of the said Airport, (Lease Area No. 14) the details of which are hereinafter set forth;

AND WHEREAS the City may grant such sub-lease only upon the consent in writing of the Minister of Transport of Canada.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One (\$1.00) Dollar of the lawful money of Canada, now paid by the Sublessee to the City (the receipt thereof is hereby admitted by the City) the parties hereto mutually covenant with each other as follows:

1. The City demises and leases to the Sub-Lessee, that portion of the said Airport, which Airport is situate on Vancouver Island in the Province of British Columbia, and consists of part of Sections One (1), Two (2), and Three (3), Range Eight (8), Cranberry District;

Section Twenty (20), Lots C and D of Lot Two (2), Part of Lot Fifteen (15), Range Eight (8), Bright District; Part of Lot Eight (8), Range 8, Oyster District, and which said portion is shown outlined in red upon the sketch map attached hereto as Schedule "A". (Lease Area 14)

2. The Sublessee shall have and hold the land demised and the rights and privileges herein set out from and after the 1st day of July, A.D. 1986, for the period to expire the 30th day of March, A.D. 1989, and subject to the Head Lease to the City being renewed the Sublessee shall have the option to renew for a further term of five years or to the expiry of the term of renewal of the Head Lease, whichever term is the shorter and then fully to be complete and ended.

3. The Sublessee shall pay to the City rent in the amount of \$3,150.00 per annum in advance at the commencement of the term.

4. The Sublessee shall not build on any of the land demised without obtaining the consent in writing of the City to such building.

5. The Sublessee shall not use the land demised nor permit the same to be used for any purpose other than that the said land shall be used as a site for the sublessee's building (hereafter referred to as the said building), and the said land and the said building shall be used for helicopter operations, and for no other purpose or purposes whatever thereto without first obtaining the consent in writing of the City.

6. The City, its servants or agents shall at any times and for all purposes have full and free access to any and every part of the land demised and of any building erected thereon.

7. The Sublessee shall not have any claim or demand against the City for detriment, damage or injury of any nature whatsoever or howsoever caused to the said land, to any building erected thereon or to any person or property including structures, erections, aircraft, machinery, motor or other vehicles, materials, supplies, articles, effects or things at any time erected, brought, placed, made or being on or about the land demised or in any building erected thereon.

8. The Sub-Lessee shall not at any time during the currency of this sub-lease make any alterations on the said land or to any facilities thereon without first obtaining the consent in writing of the City.

9. The Sub-Lessee shall not at any time during the currency of this sub-lease make any alterations on the said land or to any facilities thereon without first obtaining the consent in writing of the City.

10. The Sub-Lessee shall not at any time during the currency of the sub-lease do or suffer or permit to be done, any act or thing which may impair, damage or injure the land demised beyond the damage occasioned by reasonable user, the City to be the sole judge of the meaning of the words "reasonable user;" and shall at its own cost, at all times during the currency of this sub-lease keep the land demised and any facilities thereon in a good state of repair and shall renew all portions of the land demised or the said facilities which may at any time be damaged other than in the reasonable user thereof, all to the satisfaction of the City.

11. The Sub-Lessee shall before making any alterations to any sign or building erected on the land demised or to any facilities thereon obtain the consent in writing of the City and all such alterations shall be made and thereafter maintained by and at the cost of the Sub-Lessee to the satisfaction of the City.

12. The Sub-Lessee shall, in addition to the payment of the monthly rental hereunder, at its own cost and as soon as it may start construction of any building on the land demised insure, as soon as possible, and thereafter keep insured during the currency of this sub-lease with an Insurance Company or Companies satisfactory to the City, the said building against fire; the policy or policies of insurance covering to be in form and term satisfactory to the City and to be filed, together with receipts for payment of premium or premiums thereon by the Sub-Lessee with the City at Nanaimo, British Columbia. The Lessee, its officers, employees, and agents and all persons using the land demised shall at all times during the currency of this sub-lease observe and comply with the provisions of the "Aeronautics Act" as amended from time to time, the Air Regulations 1938 and amendments thereto, all rules and regulations made from time to time pursuant to the provisions of the said

13. The Sub-Lessee shall at all times indemnify and save harmless the City from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of these presents or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder.

14. The City may at any time terminate this sub-lease by giving to the Sub-Lessee six (6) months notice in writing signed by the City Clerk of the City of Nanaimo and either delivered to the Sub-Lessee or mailed addressed to the last known place of business of the Sub-Lessee or any officer of the Sub-Lessee at any of Her Majesty's Post Offices and thereupon after the expiration of such period of notification this sub-lease shall be determined and ended and the Sub-Lessee shall thereupon and also in the event of the determination of the sub-lease in any other manner if required by the City forthwith remove from the land demised or from any building which may be erected thereon or structures, erections, aircraft, machinery, motor or other vehicles, supplies, articles, materials, effects and things at any time brought or placed thereon or therein by the Sub-Lessee and shall also, to the satisfaction of the City, repair all and every damage and injury occasioned to the land and premises held by the City by reason of such removal or in the performance thereof but the Sub-Lessee shall not by reason of any action taken or things performed or required under this clause be entitled to any compensation whatever: provided that unless required by the City no goods, chattels, materials, effects or things shall be removed from the premises of the City until all rent due or to become due under this sub-lease is fully paid.

15. If the rent above reserved or any part thereof shall be in arrears or unpaid for thirty (30) days next after any of the days or times hereinbefore appointed for payment thereof whether or not the same shall have been in any manner demanded or in case of default, breach or non-observance be made or suffered by the Sub-Lessee at any time or times in or in respect of any of the covenants, provisos, conditions and reservations herein contained, which on the part of the Sub-Lessee ought to be observed or performed then and in every such case it shall be

lawful for the City, its servants or agents to re-enter and thereafter to have, possess, and enjoy the land demised and any building erected thereon and all improvements thereon or therein freed and discharged from any further recognition or observance of right and privilege hereby granted or the covenants herein contained and no acceptance of rent subsequent to any breach or default other than non-payment of rent nor any condoning, excusing or overlooking by the City on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition nor in any way to defeat or affect the rights of the City hereunder.

16. That if, after the expiration or termination of this lease, the Sub-Lessee shall continue to occupy the demised premises, with or without the consent of the Lessor, or without any further written agreement, the Sub-Lessee shall be a Sub-Lessee at will, and subject in all other respects to the same terms as are herein set out, insofar as they are applicable to a tenancy at will, and in the event of the termination of the tenancy at will, any rent prepaid shall be adjusted for the period of such occupation, it being expressly agreed that the acceptance of rent, or any implied condition, or any implication of law, shall in no way renew this lease or create any tenancy other than a tenancy at will.

The parties hereto acknowledge that these presents and the grants herein are in fact by way of sub-lease and it is a condition precedent to the same that the consent of the head landlord shall be first had and obtained and upon such consent the Sub-Lessee covenants and agrees with the City to perform all covenants, conditions and provisos by the City to be performed under the said Lease No. 48913 as amended to the intent and for the purpose that no default shall arise from the tenancy hereby created.

IN WITNESS WHEREOF the parties hereto have executed these  
Presents the day and year above first written.

The Corporate Seal of the City  
of Nanaimo was hereunto affixed in  
the presence of its Officers duly  
authorized in that behalf.

\_\_\_\_\_  
M A Y O R

\_\_\_\_\_  
CITY CLERK

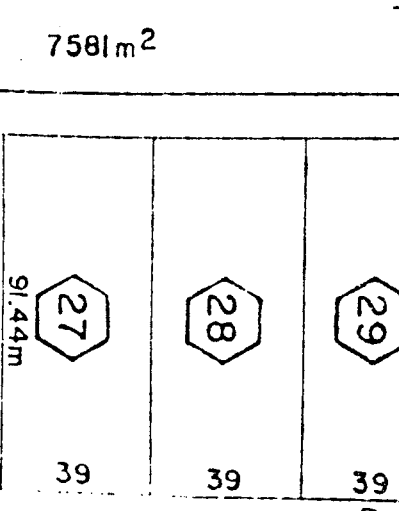
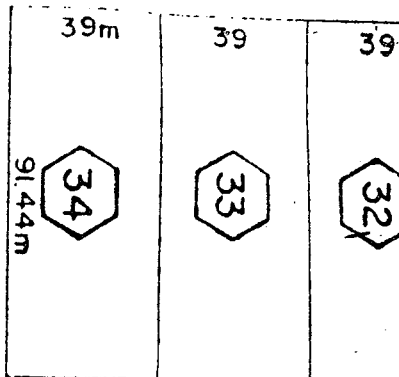
The Corporate Seal of the Vancouver  
Island Helicopters Ltd. was hereunto  
affixed in the presence of

per: \_\_\_\_\_

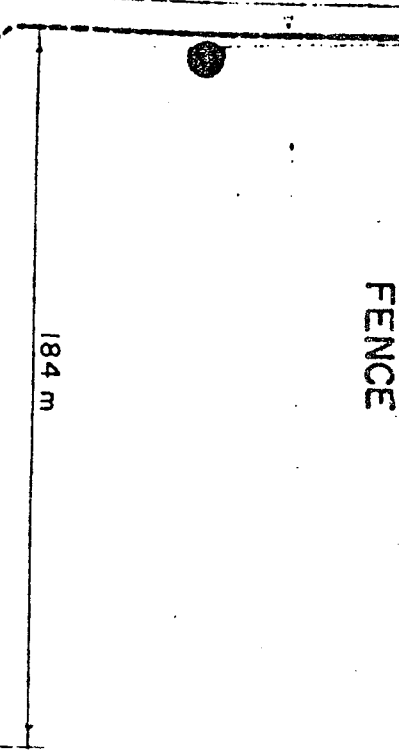
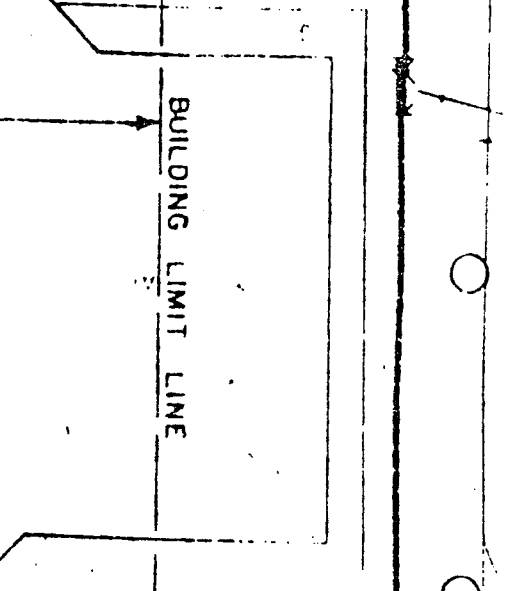
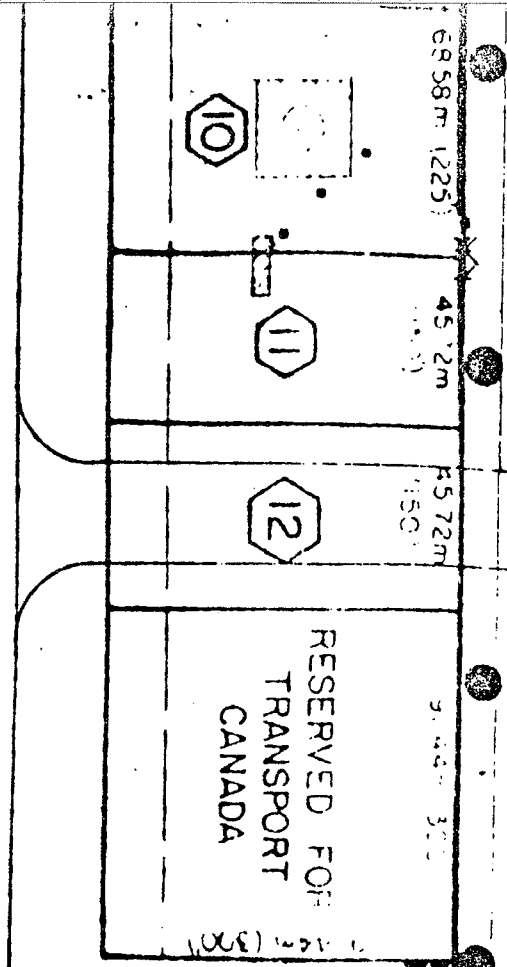
per: \_\_\_\_\_

SEAL

SEAL



Wicket and Double Gate (Typical)



RESERVED FOR HELICOPTER TENANTS

RESERVED FOR A HELICOPTER REFUELING AND PARKING AREA

