

APPROVED:

As to Form: *Alvina Tihai*
City Solicitor

As to Content: *[Signature]*
Department Head

BYLAW NO. 10240

A Bylaw to Approve Renewal of an Agreement
with the Government of Canada for the
Installation of an Outdoor Microphone
and Pole on Canadian Forces Griesbach

WHEREAS pursuant to an Agreement dated September 19, 1986, the City of Edmonton installed an outdoor microphone and pole for monitoring on Canadian Forces Base Griesbach aircraft noise which originates from Edmonton Municipal Airport;

AND WHEREAS the Agreement, which was authorized by the passage of Bylaw No. 8224, also gave license to the City of Edmonton to use the premises described therein for a period of five (5) years;

AND WHEREAS the City of Edmonton and the Government of Canada wish to renew the Agreement for an additional five (5) year period;

NOW THEREFORE, the Municipal Council of the City of Edmonton, duly assembled, enacts as follows:

1. The Agreement between the Government of Canada and the City of Edmonton entitled "Leave and License Renewal", as substantially set out in the attached Appendix "A", which forms part of this bylaw, is hereby approved.

READ a first time this 10th day of November A.D. 1992.

READ a second time this 10th day of November A.D. 1992.

READ a third time and duly passed this 10th day of November A.D. 1992.

THE CITY OF EDMONTON

[Signature]
MAYOR

[Signature]
CITY CLERK

APPENDIX "A"

7821-E16-E002

LEAVE AND LICENCE RENEWAL
(PRINCIPAL DATED 19 SEP 86)

BETWEEN

HER MAJESTY THE QUEEN, in right of Canada, represented herein by the Minister of National Defence (hereinafter referred to as "the Licensor")

AND

THE CITY OF EDMONTON, a municipal corporation in the Province of Alberta (hereinafter referred to as "the Licensee")

WHEREAS the parties hereto wish to renew the agreement dated the 19th day of September 1986, being a grant of leave and licence to the Licensee to use a portion of the Base for the purpose of installing and maintaining thereon an outdoor microphone aircraft noise monitoring system consisting of a steel pole antenna seven (7) metres in height mounted on a concrete base (hereinafter called "the works");

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE LICENSOR AND THE LICENSEE AS FOLLOWS:

The principal agreement is hereby declared by the parties to be renewed for a further period of five (5) years from the 19th September 1991 to 18 September 1996 the charge for which period shall be the sum of Fifty Dollars (\$50.00) payable in advance.

The terms and conditions of the principal agreement shall continue as effectively as if repeated in full herein, except as provided in this memorandum.

IN WITNESS WHEREOF this agreement has been executed by the Director General Properties and Utilities, on behalf of the Minister of National Defence representing Her Majesty the Queen in right of Canada, and by the City of Edmonton this
day of 19 .

SIGNED, SEALED AND DELIVERED)
in the presence of:)
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-----)

Witness

DEPARTMENT OF NATIONAL DEFENCE

Director General
Properties and Utilities

SIGNED, SEALED AND DELIVERED)
in the presence of)
)
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)
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THE CITY OF EDMONTON

APPROVED

As to Form: J. Minth
City Solicitor

As to Content: [Signature]
Department Head

As to Principle: [Signature]
City Manager

BYLAW NO. 8224

A Bylaw to Approve an Agreement with the Government of Canada for the Installation of an Outdoor Microphone and Pole on Canadian Forces Griesbach

WHEREAS the City of Edmonton wishes to install an outdoor microphone and pole for monitoring aircraft noise originating from Edmonton Municipal Airport on Canadian Forces Base Griesbach;

AND WHEREAS the Government of Canada consents to the installation of the outdoor microphone and pole;

NOW THEREFORE, the Municipal Council of the City of Edmonton, duly assembled, enacts as follows:

- 1. The Agreement between the Government of Canada and the City of Edmonton as substantially set out in Appendix "A", which is attached hereto and forms part of this bylaw, is hereby approved.

READ a first time this 8th day of July A.D. 1986.
 READ a second time this 8th day of July A.D. 1986.
 READ a third time and duly passed this 8th day of July A.D. 1986.

THE CITY OF EDMONTON

Lance D. White
MAYOR

CERTIFIED A TRUE COPY
[Signature]
ASSISTANT City Clerk

T. J. Peach
ASSISTANT CITY CLERK

7821-E16 TD 5233 (D Law/P 3)

MEMORANDUM OF AGREEMENT made in duplicate

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada, represented herein by the Minister of National Defence (hereinafter referred to as "the Licensor")

AND

THE CITY OF EDMONTON, a municipal corporation in the Province of Alberta (hereinafter referred to as "the Licensee")

WHEREAS:

A. The Licensor maintains a defence establishment known as Canadian Forces Base Edmonton in the Province of Alberta (hereinafter referred to as "the Base");

B. the Licensee has made application to the Licensor to be granted the use of a portion of the Base for the purpose of installing and maintaining thereon an outdoor microphone aircraft noise monitoring system consisting of a steel pole antenna seven (7) metres in height mounted on a concrete base (hereinafter called "the works");

C. the Licensor has consented to the use of a portion of the Base by the Licensee for the aforesaid purpose;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of and subject to the terms, conditions, covenants and provisos hereinafter contained, the Licensor, to the extent of such power and authority as legally exists and no further, hereby grants leave and licence to the Licensee to use and occupy, for the purpose of installing and maintaining the works as described above,

a square shaped parcel of land containing approximately four (4) square metres as shown marked in red on Department of National Defence Plan L-E16-9301/14-101 attached hereto as Annex "A", (hereinafter called "the premises"),

from the date of execution hereof, for a period of five (5) years, subject to termination as hereinafter provided.

1. THE LICENSEE COVENANTS AND AGREES WITH THE LICENSOR:

(a) to pay to the Licensor in advance upon execution of this agreement and by way of acknowledgement that the leave and licence granted herein exists only by leave of the Licensor and not by any right or title whatsoever in the Licensee, the sum of Two Hundred Dollars (\$200.00);

(b) to use the premises for the purpose set out herein and no other purpose;

(c) to comply with all federal, provincial or municipal laws, by-laws, rules and regulations which in any way relate to or affect the leave and licence herein granted;

(d) to abide by all applicable orders, instructions or regulations which may be issued from time to time by or under the authority of the Licensor;

(e) to assume responsibility for and pay all lawful taxes, charges, rates and assessments arising out of the use and occupancy of the premises by the Licensee;

Verified a true copy of Appendix
9 as referred to in Bylaw No. 824

ASSISTANT City Clerk

(c) nothing herein contained shall be deemed to set up a tenancy by implication or otherwise;

(d) no member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, (Senate and House of Commons, Act, R.S.C. 1970, Chapter S-8, subsection 20(1)).

IN WITNESS WHEREOF this agreement has been executed by the Director General Properties and Utilities on behalf of the Minister of National Defence representing Her Majesty the Queen in right of Canada and by The City of Edmonton by the affixing hereto of its corporate seal attested by the hands of its officers duly authorized in that behalf, this day of 1986.

SIGNED, SEALED AND DELIVERED)

MINISTER OF NATIONAL DEFENCE

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.....)

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Witness

Director General
Properties and Utilities

THE CITY OF EDMONTON

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LEAVE AND LICENCE RENEWAL
(PRINCIPAL DATED 19 SEP 86)

BETWEEN

HER MAJESTY THE QUEEN, in right of Canada, represented herein by the Minister of National Defence (hereinafter referred to as "the Licensor")

AND

THE CITY OF EDMONTON, a municipal corporation in the Province of Alberta (hereinafter referred to as "the Licensee")

WHEREAS the parties hereto wish to renew the agreement dated the 19th day of September 1986, being a grant of leave and licence to the Licensee to use a portion of the Base for the purpose of installing and maintaining thereon an outdoor microphone aircraft noise monitoring system consisting of a steel pole antenna seven (7) metres in height mounted on a concrete base (hereinafter called "the works");

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE LICENSOR AND THE LICENSEE AS FOLLOWS:

The principal agreement is hereby declared by the parties to be renewed for a further period of five (5) years from the 19th September 1991 to 18 September 1996 the charge for which period shall be the sum of Fifty Dollars (\$50.00) payable in advance.

The terms and conditions of the principal agreement shall continue as effectively as if repeated in full herein, except as provided in this memorandum.

IN WITNESS WHEREOF this agreement has been executed by the Director General Properties and Utilities, on behalf of the Minister of National Defence representing Her Majesty the Queen in right of Canada and by the City of Edmonton this