

VILLAGE OF CHASE

BYLAW NO. 408

A BYLAW TO AUTHORIZE THE LEASING OF REAL PROPERTY  
AND TO ENTER INTO AN AGREEMENT FOR PAYMENT OF SUCH LEASE

WHEREAS pursuant to the provision of Section 322 of the Municipal Act the Council may by bylaw enter into a lease or other agreement;

AND WHEREAS the Council deems it expedient and desirable that the Village of Chase do lease six acres known as the Chase Recreation Park for one (1) year for the sum of ONE THOUSAND AND EIGHTY (\$1,080.00) DOLLARS per annum, payable in quarterly installments of \$270.00 the 1st day of each quarter during the term of the lease;

NOW THEREFORE the Council of the Village of Chase in open meeting assembled enacts as follows:

1. The Council of the Village of Chase is hereby authorized and empowered to acquire by lease for its own use and purposes from Credible Developments Ltd. that parcel of land legally described as:

That part of District Lot 517, shown on Plan B256, Kamloops Division Yale District, except those parts shown on Plan B375, A634 and E16252, comprising six acres more or less, bounded by Third Avenue Bridge to the north and Canadian Pacific Railway to the south, Aylmer Road to the west and Chase Creek to the east and shown as Parcel A on Lease Plan 37756, for the sum of \$270.00 per quarter, and for that purpose shall enter into a lease agreement as generally described in the offer to lease in Schedule "A" attached hereto.

2. The Mayor and Clerk are hereby authorized to sign and seal any and all instruments respecting said lands and the leasing thereof and to do all things necessary to complete such lease.

3. This bylaw shall come into force and effect upon the date of Registration with the Inspector of Municipalities.

4. That upon adoption of this bylaw, Bylaw No. 381 cited as Village of Chase Acquisition of Land by Lease Agreement Bylaw No. 381, 1988 is hereby rescinded.

5. This bylaw may be cited for all purposes as "Village of Chase Acquisition of Land by Lease Agreement Bylaw No. 408, 1990."

READ A FIRST TIME THIS 22 DAY OF March, 1990.

READ A SECOND TIME THIS 22 DAY OF March, 1990.

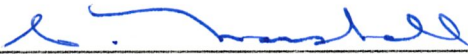
READ A THIRD TIME THIS 22 DAY OF March, 1990.

The third reading rescinded on the 26th day of April, 1990.

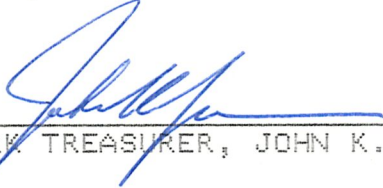
The third reading re-read on the 20th day of May, 1990.

RECONSIDERED AND FINALLY ADOPTED THIS 24th. DAY OF

May, 1990.



MAYOR, C. MARSHALL



CLERK, TREASURER, JOHN K. SPANIER

I hereby certify this to be a true copy of Bylaw No. 408, as Read a third time this 20th. day of May, 1990.

CLERK

I hereby certify this to be a true copy of Bylaw No. 408, as Finally Adopted this 24<sup>th</sup> day of May, 1990.



CLERK

*A true copy of By-Law No. 408 registered in the office of the Inspector of Municipalities this 4<sup>th</sup> day of March 1991.*



Deputy Inspector of Municipalities

C  
C

FULTON & COMPANY

Province of  
British Columbia  
GENERAL DOCUMENT

COPY

1. Application: (Name, Address, phone number and signature of applicant, applicant's solicitor or agent)  
Brian D. Ross, Barrister and Solicitor, FULTON & COMPANY,  
248 Second Avenue, Kamloops, British Columbia, V2C 2C9  
(604) 372-5542 File: 3044-5/BDR/rb

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND  
(PID) (LEGAL DESCRIPTION)

004-031-610

That Part of DL 517 shown on Plan B256, KDYD, except  
Plans B375 and A634 as shown as Parcel A on Lease  
Plan 37756

3. NATURE OF INTEREST:  
DESCRIPTION

DOCUMENT REFERENCE  
(Page and Paragraph)

PERSON ENTITLED  
TO INTEREST

Statutory Lease

Entire Instrument  
Pages 2 - 7

Transferee

Option to Purchase

Page 5  
Paragraph 2

Transferee

4. TRANSFEROR(S):

CREDIBLE DEVELOPMENTS LTD., (Inc. No. 299,772), c/o Garry Hook, Monte Creek,  
British Columbia, VOE 2M0

5. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))

VILLAGE OF CHASE, Post Office Box 440, Chase, British Columbia, VOE 1M0

6. EXECUTION(S): By signing this document you are affecting the land in the manner described in Item 3.

Officer Signature

700-275 Lansdowne St.  
Kamloops, B.C. V2C 6H6  
Solicitor

Execution Date

|    |    |    |
|----|----|----|
| Y  | M  | D  |
| 90 | 08 | 30 |

Party Signature

CREDIBLE DEVELOPMENTS LTD.  
by its authorized signatory

GARRY HOOK

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT


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 STATUTORY LEASE  
 FORM 39-41
 

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CHARGE: STATUTORY LEASE

PARCEL IDENTIFIER: 004-031-610

HEREWITH FEE OF \$35.00

FULL NAME, ADDRESS, TELEPHONE  
NUMBER OF PERSON PRESENTING  
APPLICATION:ADDRESS OF PERSON ENTITLED  
TO BE REGISTERED AS OWNER  
IF DIFFERENT THAN SHOWN ON  
INSTRUMENT:FULTON & COMPANY  
Barristers & Solicitors  
248 Second Avenue  
Kamloops, British Columbia  
V2C 2C9 - 372-5542

File No. 3044-5/BDR/pl

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 Signature of Applicant, or Solicitor  
 or Authorized Agent
 

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 THIS INDENTURE made the                      day of                      , 1990.
 

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IN PURSUANCE OF THE "LAND TRANSFER FORM ACT, PART 2."

BETWEEN:

CREDIBLE DEVELOPMENTS LTD., a body corporate,  
 having an address c/o Gary Hook, Monte Creek,  
 British Columbia, V0E 2M0  
 (Incorporation No. 299,722)

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 (hereinafter called the "Lessor")

OF THE FIRST PART

AND:

VILLAGE OF CHASE, having an address at  
 Post Office Box 440, Chase,  
 British Columbia, V0E 1M0

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the holder of a Lease of the hereinafter described lands registered in the Kamloops Land Title Office under No. X92520 and desires to sub-lease a portion of such lands to the Lessee;

WITNESSETH, the said Lessor doth demise unto the said Lessee, its executors, administrators and assigns, ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Village of Chase, in the Province of British Columbia, comprising six (6) acres, more or less, commonly known as the Chase Recreation Park and being part of:

Parcel Identifier: 004-031-610

That Part of District Lot 517  
shown on Plan B256  
Kamloops Division Yale District  
except Plans B375 and A634  
as shown as Parcel A on  
Lease Plan 37756

(hereinafter called the "premises" or "leased lands")

TOGETHER with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.

From the 1st day of October, 1989 for the term of ONE (1) YEAR thence ensuing.

YIELDING during the said term therefor the rent of ONE THOUSAND AND EIGHTY (\$1,080.00) DOLLARS of lawful money of Canada, payable on the following days and times that is to say:

The sum of TWO HUNDRED AND SEVENTY (\$270.00) DOLLARS on the 1st day of October, 1989 and the like sum of TWO HUNDRED AND SEVENTY (\$270.00) DOLLARS on the 1st days of January, April and July, 1990,

the first payment to be made on the 1st day of October, 1989.

THAT the said Lessee covenants with the said Lessor to pay rent; and to pay taxes; and to pay rates for water, electric light, gas and telephone.

AND to repair; and to keep up fences; and not to cut down timber.

AND the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

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AND will not assign without leave; and will not sublet without leave.

AND that it will leave premises in good repair.

AND that it will not carry on any business that shall be deemed a nuisance on the premises.

PROVISO for re-entry by the said Lessor on non-payment of rent, or non-performance of covenants.

PROVISO for re-entry on seizure or forfeiture of the said term.

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

AND ALSO that if the term hereby granted shall be at any time 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 THREE (3) MONTHS' rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND IT IS HEREBY DECLARED AND AGREED that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided and it is hereby agreed by and between the parties hereto that if the said 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.

The Lessee is permitted to construct removable bleachers, dugouts, equipment shed, back-stop, fencing, a stand pipe water connection and such other improvements that are consistent with the use of the leased lands for a baseball park and other recreational activities, provided that all construction must conform to applicable provincial Building Codes.

The Lessee will indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions whatsoever arising from

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the Lessee's occupation and use of the said leased lands not caused by the negligence or neglect of the Lessor, its agents or servants.

The Lessee shall not by act or omission commit a breach of any term or condition of the Lessor's hereinbefore described Lease No. X92520.

#### OPTION TO RENEW

If the Lessee shall not be in default under the terms of this Lease, and if the Lessee shall be in a possession of the said leased lands at the time of the exercise of the option as hereinafter stated, the Lessee shall have the option of a renewal term of ONE (1) YEAR upon the same terms, conditions, covenants and provisos as herein contained save and except as to the amount of rent payable and this clause pertaining to renewal. Notice of intention to renew this Lease shall be given by the Lessee to the Lessor SIXTY (60) DAYS prior to the expiration of the term hereby demised and failing such notice this paragraph shall be void. The amount of renewal rent, if the parties cannot agree, shall be settled by the award of a single arbitrator pursuant to the Commercial Arbitration Act of British Columbia, and the arbitrator's award shall be final and binding on all parties; PROVIDED that the expense of the said arbitration shall be borne equally between the parties hereto.

#### OPTION TO PURCHASE

The Lessor hereby grants to the Lessee the sole, exclusive and irrevocable option to purchase, free from any encumbrances, all the leasehold right, title and interest of the Lessor in and to the hereinbefore described leased lands at a price to be agreed upon between the parties within TEN (10) DAYS of the exercise of this option and, failing agreement, to be determined by a single arbitrator pursuant to the terms of the Commercial Arbitration Act of the Province of British Columbia whose award shall be final and binding.

After exercise of the option to purchase, the Lessee shall be entitled to continue in possession of the leased lands.

The option to purchase shall be exercisable by the Lessee, its solicitors or agents, at any time during the term or any renewal of the Lease herein by delivering written notice to the Lessor or mailing the same by prepaid registered mail addressed to the Lessor at the before mentioned address or such other address as the Lessor may from time to time designate in writing.

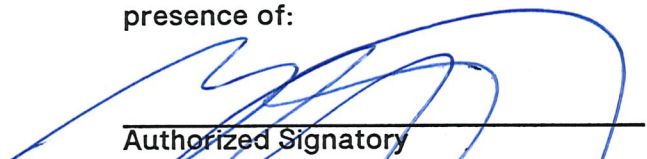
The Lessee shall be responsible for the cost of preparing and registering the transfer of the Lessor's leasehold interest in the leased lands and the

sale shall be completed within THIRTY (30) DAYS of the sale price being determined.

Wherever the singular and the masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine, or body corporate or politic; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them (where the context or the parties so require).

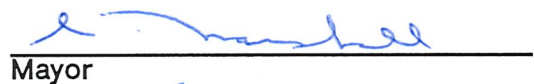
IN WITNESS WHEREOF the said parties have hereunto set their hands and seals and day and year first above written.

THE CORPORATE SEAL OF the Lessor, CREDIBLE DEVELOPMENTS LTD., was hereunto affixed in the presence of:

  
Authorized Signatory

(c/s)

THE CORPORATE SEAL OF the Lessee, the VILLAGE OF CHASE, was hereunto affixed in the presence of:

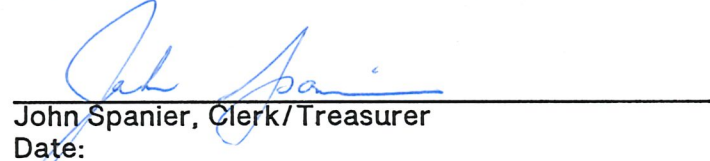
  
Mayor

(c/s)

  
Clerk

APPROVED UNDER THE LAND TITLE ACT FOR THE PURPOSE OF LEASING FOR A PERIOD OF ONE (1) YEAR FROM THE 1ST OF OCTOBER, 1989.

APPROVING OFFICER FOR THE VILLAGE OF CHASE

  
John Spanier, Clerk/Treasurer  
Date:



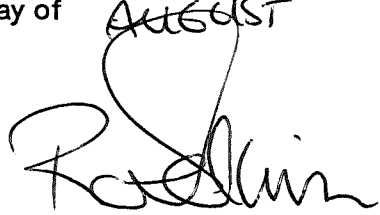
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LAND TITLE ACT  
FORM 6  
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 3<sup>RD</sup> day of AUGUST, 1990, at  
KANCOOS, in British Columbia, ~~BO GOREY~~ GARY HOOK, who is personally  
known to me, appeared before me and acknowledged to me that he is the  
authorized signatory of CREDIBLE DEVELOPMENTS LTD. and that he is the  
person who subscribed his name and affixed the seal of the corporation to  
the instrument, that he was authorized to subscribe his name and affix the  
seal to it and that the corporation existed at the date the instrument was  
executed by the corporation.

IN TESTIMONY OF WHICH I set my hand and seal of office at KANCOOS  
, British Columbia this 3<sup>RD</sup> day of AUGUST  
1990.



A Commissioner for taking Affidavits  
for British Columbia.

END OF DOCUMENT