

**TOWN OF PORT MCNEILL
Bylaw No. 622, 2010**

A bylaw to provide for the lease to the Regional District of Mount Waddington, of land described as 2205 Campbell Way (Roll No. 790.) for the purpose of maintaining an Ice Arena thereon.

WHEREAS the Council of the Town of Port McNeill deems it advisable to continue to provide land for the Arena;

AND WHEREAS the provisions of Division 2 Section 176 of the Local Government Act, provides the authority for Municipalities to lease property;

AND WHEREAS the Regional Arena is a facility which provides recreation for people of all ages and is not being operated for profit or gain;

NOW THEREFORE the Council of Town of Port McNeill, in open meeting assembled, enacts as follows:

1. GENERAL

1.1 That the Mayor and Administrator are hereby authorized to sign a lease in the form set out in Schedule "A" attached hereto and forming part of this Bylaw.

1.2 That the land as outlined in the sketch attached to Schedule "A" attached hereto be leased to the Regional District of Mount Waddington.

1.3 That this Bylaw is effective for the term of the Lease from November 1, 2007 to October 31, 2012 after which time said Bylaw is deemed to be expired.

2. REPEAL

That Bylaw No. 503, 1998 is hereby repealed.

3. TITLE

This Bylaw may be cited as the Town of Port McNeill Arena Property Lease Bylaw No. 622, 2010.

Read a first time the 20th day of September, 2010

Read a second time the 20th day of September, 2010

Read a third time the 20th day of September, 2010

Reconsidered, finally passed and adopted the 4th day of October, 2010




Mayor



Corporate Officer

Certified to be a correct copy of Bylaw No. 622, 2010 as adopted.



Corporate Officer

TOWN OF PORT MCNEILL
RENTAL AGREEMENT

THIS INDENTURE made the 31st day of October 2007

BETWEEN: TOWN OF PORT MCNEILL
Box 728
Port McNeill, B.C. V0N 2R0

(hereinafter called the "Lessor")

OF THE FIRST PART

AND: REGIONAL DISTRICT OF MOUNT WADDINGTON
Box 729
Port McNeill, BC VON 2R0

(hereinafter called the "Lessees")

OF THE SECOND PART

WHEREAS:

A. The Lessor is the registered owner of ALL AND SINGULAR those lands situate, lying and being in the Town of Port McNeill in the Province of British Columbia and more particularly described as:

The remainder of Lot 1 and Remainder of Lot A, Plan 23085 and Plan 25551, Section 18, Township 1, Rupert District, 2205 Campbell Way

(hereinafter called the "lands")

B. The Lessor has agreed to demise to the Lessees the lands for a term of five (5) years with an option to renew for a further five (5) year period at a rent and subject to the covenants and conditions hereinafter set forth for the purpose of operating and maintaining thereon an Ice Arena.

NOW THIS INDENTURE WITNESSETH that the Lessor demises unto the Lessee, its successors and assigns ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Town of Port McNeill in the Province of British Columbia, more particularly known and described herein from the 1st day of November 2007 to the 31st day of October, 2012 with an option to renew for a further period of five (5) years.

YIELDING AND PAYING THEREFORE during the said term the rent of ONE DOLLAR (\$1.00) per annum of lawful money of Canada, payable in advance for the five (5) year period on the 31st day of October, 2007. *7. 113*

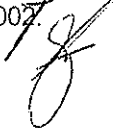
1. The Lessees covenant with the Lessor:
 - 1.1 to use the land for the sole purpose of operation and maintenance of an Ice Arena and related recreation facilities;
 - 1.2 not to assign or sublet without leave, such leave not to be unreasonably withheld;
 - 1.3 to leave the demised land in good repair, save as aforesaid;

REGIONAL DISTRICT OF MOUNT WADDINGTON
ICE ARENA LEASE

- 1.4 to provide receptacles for refuse and rubbish at all times;
 - 1.5 to provide proof of public liability insurance in the amount of two million dollars (\$2,000,000) per occurrence and naming the Lessor as additional named insured;
 - 1.6 at the expiration or sooner determination of this lease will peaceably surrender and give up possession of the demised land, subject to the option to renew for a further period of five (5) years; and
 - 1.7 PROVISIO for RE-ENTRY by the Lessor on seizure or forfeiture of the said term.
2. The Lessor and Lessees hereby agree as follows:
- 2.1 If the term hereby granted shall at any time be seized or taken in execution or in attachment by any creditor of the Lessees, or if the Lessees 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 said term shall immediately become forfeited and void.
 - 2.2 If the Lessees 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 year to year, and shall be subject to the covenants and conditions herein contained.
 - 2.3 The building erected by the Lessees shall remain the property of the Lessees, notwithstanding any other provisions contained in this lease, and may be removed by them at any time prior to the expiration of this lease or any renewal or extension thereof. The Lessees shall repair any damage caused to the land by the installation or removal of such building and shall leave the land in the same condition as it was in prior to the erection of a building thereon.
 - 2.4 Any notice to be served hereunder shall be deemed to be sufficiently served on the Lessees if addressed to the Lessees and left on the demised premises and at the office of the Regional District of Mount Waddington.
 - 2.5 Any additional covenants, conditions or agreements set forth in writing and attached hereto, whether at the commencement of the said term or at any subsequent time and signed or initialed by the parties hereto, shall be read and construed together with and as part of this lease, PROVIDED always that, when the same shall be at variance with any printed clause on this lease, such additional covenants, conditions and agreements shall be deemed to supersede such printed clause.
 - 2.6 This lease may be determined by the Lessees upon the giving of one (1) years' notice in writing.
3. The Lessor covenants with the Lessees for quiet enjoyment.
4. The Lessor further agrees with the Lessee to grant to the Lessees the right to renew this lease for a further term of five (5) years at the same rent and under the same conditions and covenants as are herein contained save and except the present covenant for renewal, PROVIDED that the request for renewal of this lease must be in writing and served upon the Lessor before thirty (30) days prior to the expiration of the term of this lease.
5. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

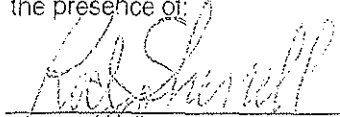
IN WITNESS WHEREOF the Lessee has duly executed this Agreement as of the 31st day of

October, 2007.

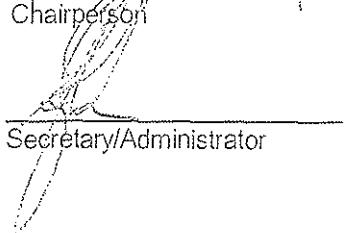


REGIONAL DISTRICT OF MOUNT WADDINGTON
ICE ARENA LEASE


REGIONAL DISTRICT OF
MOUNT WADDINGTON
by its authorized signatories.
the presence of:



Chairperson



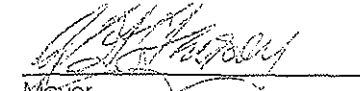
Secretary/Administrator



Witness

IN WITNESS WHEREOF the Lessor has duly executed this Agreement as of the 7 day of
November, 2007.

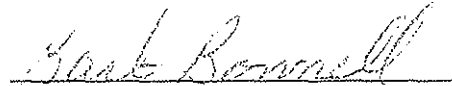
TOWN OF PORT MCNEILL
by its authorized signatories



Mayor



Municipal Clerk



Witness

LEASE

ICE ARENA

PLAN 20439

BOB McNEILL

LEASE LOT PLAN

11 = 100'

CHILING-RAVE
ICE ARENA

7

8

REM. LOT 1
PLAN 23085

KINGCOME

PLAN

REM. LOT A
PLAN 25551

CAMPBELL

LOT B
PLAN 28317

WAY

