

LAND TITLE ACT  
Form 17  
(Sections 151, 152 (1), 220)

APPLICATION

Before submitting this application for registration of a leasehold interest, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a municipality, and improvement, water and irrigation districts.

NATURE OF INTEREST: CHARGE  
NATURE OF CHARGE: LEASE

TRUE VALUE:

Herewith Fees of \$ \_\_\_\_\_

Address of persons entitled to be registered as owner, if different than shown in instrument \_\_\_\_\_

Full name, address, telephone number of person presenting application \_\_\_\_\_

(Signature of applicant,  
solicitor or authorized agent)



Province of  
British Columbia

Ministry of Lands,  
Parks and Housing

LEASE

THIS LEASE executed in triplicate and dated for reference the 6th day of November, 1985.  
IN PURSUANCE OF THE LAND ACT (section 35) and the LAND TRANSFER FORM ACT.

LEASE No. 332310

FILE No. 3401834

Between: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Lands, Parks and Housing, Parliament Buildings, Victoria, British Columbia;

(hereinafter called the "Lessor") OF THE FIRST PART

and REGIONAL DISTRICT OF CENTRAL OKANAGAN with an office at 540 Groves Avenue, Kelowna, British Columbia

(hereinafter called the "Lessee") OF THE SECOND PART

WITNESS THAT WHEREAS the Lessor has agreed to grant to the Lessee a lease over that parcel of land described in the schedule attached entitled Legal Description (hereinafter referred to as the "Land");

NOW, THEREFORE, in consideration of the rental to be paid by, and the covenants of, the Lessee, the parties agree as follows:

Article I—Grant of Lease

- (1.01) The Lessor, on the terms set forth herein, hereby demises and leases to the Lessee the Land, save and except those portions of the Land that consist of trails, roads, highways, water courses, or that are covered by water at the date hereof, for the purpose described in the schedule attached entitled the Management Plan (hereinafter called the "Management Plan").

Article II—Term

- (2.01) TO HAVE AND TO HOLD the Land unto the Lessee for a term of **thirty (30) years** commencing on the **1st of January, 1986** (hereinafter called the "Commencement Date").

Article III—Rent

- (3.01) YIELDING AND PAYING THEREFORE for the term the rent as prescribed in the Rental Schedule attached.

Article IV—Covenants of the Lessee

- (4.01) The Lessee covenants with the Lessor
- (a) to pay rent when due at the address of the Lessor first above written or at such other place as the Lessor may specify by notice in writing;
  - (b) to pay and discharge when due all applicable taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon (herein called "Realty Taxes");
  - (c) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situate thereon, or their use and occupation;
  - (d) to keep the Land in a safe, clean and sanitary condition satisfactory to the Lessor, and on written notice from the Lessor, to make safe, clean and sanitary any portion of the Land or any improvements that, in the opinion of the Lessor, contravenes the provisions of this covenant;
  - (e) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Land or to do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land;

- (f) to use and occupy the Land in accordance with the provisions of this lease and the Management Plan;
- (g) to effect and keep in force during the terms, insurance protecting the Lessor and the Lessee (without any rights of cross-claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third or public liability claims arising from any accident or occurrence on the Land or improvements up to an amount not less than

\$ 1,000,000, PROVIDED, however, that the Lessor may, in his sole discretion, waive the requirements of this subsection on the delivery to the Lessor of evidence that the Lessee is self insured.

- (h) to deliver to the Lessor from time to time, upon demand, proof of insurance required to be maintained by the Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, leasehold mortgage installments or other monetary obligations of the Lessee required to be observed by the Lessee pursuant to this lease;
- (i) notwithstanding subsection (g) of section 4.01, the Lessor may from time to time notify the Lessee that the amount of insurance posted by the Lessee pursuant to that subsection be changed and the Lessee shall, within 60 days of receiving such notice, cause the amount of insurance posted pursuant to subsection (g) of section 4.01 be changed to the amount specified in the notice and deliver to the Lessor written confirmation of the change;
- (j) to indemnify and save the Lessor harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of
- (i) any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Lessee,
  - (ii) any personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use or occupation of the Land,

and the Lessor may add the amount of such losses, damages, costs and liabilities to the rent and the amount so added shall be payable to the Lessor immediately;

- (k) to pay all accounts and expenses for labour performed on, or material supplied to, the Land, in accordance with the *Builders Lien Act*, and on behalf of the Lessor, to place written notices immediately after the commencement of any construction on the Land, on at least two conspicuous places, giving notice that the Lessor shall not be responsible for the cost of labour, services or materials performed on or supplied to the Land;
- (l) on the expiration or earlier cancellation of this lease
- (i) to peaceably quit and deliver possession of the Land and any improvements thereon to the Lessor, in a safe and sanitary condition,
  - (ii) to restore the surface of the Land to the satisfaction of the Lessor, AND
  - (iii) notwithstanding section 4.01 (l) (i) to remove any improvements that the Lessor may, in writing, direct or permit to be removed, and all right, interest and estate of the Lessee shall cease and vest in the Lessor, and to the extent necessary this covenant shall survive the expiration or earlier cancellation of this lease;
- (m) to permit the Lessor, or his authorized representative, to enter upon the Land at anytime to inspect the Land and any improvements thereon.

#### Article V—Assignment

- (5.01) The Lessee shall not assign, mortgage, sublet or transfer this lease without the prior written consent of the Lessor.

#### Article VI—Covenants of the Lessor

- (6.01) The Lessor covenants with the Lessee for quiet enjoyment.

#### Article VII—Provisos

- (7.01) PROVIDED always and it is hereby agreed as follows:

- (a) if, after the termination by the passage of time of this lease or any extension thereof, the Lessor permits the Lessee to remain in possession of the Land and accepts rent in respect thereof, a tenancy from year to year shall not be created by implication of law and the Lessee shall be deemed to be a monthly tenant only subject to all of the terms and conditions of this lease, except as to duration in the absence of a written agreement to the contrary;
- (b) title to any ownership of all buildings, structures, and other improvements now or hereafter constructed on the Land shall be vested in the Lessor and the Lessee shall neither remove nor permit the removal of them from the Land except as expressly permitted or required by this lease;
- (c) the Lessor is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (d) the Lessor hereby reserves the right to grant other dispositions of the Land, or any part of it, with the prior consent of the Lessee, which consent shall not be unreasonably withheld, by way of easement, right of way or statutory right of way to a Crown corporation or agency, a municipality, or regional district, or a person or corporation and, upon such consent being given, the Lessee shall forthwith execute and deliver to the Lessor such instrument as may be necessary to subordinate the Lessee's right and interest in the Land under this lease;
- (e) for the purpose of subsection (d) of section 7.01, the Lessee shall be deemed to have withheld his consent reasonably if a grant of rights under that subsection would materially affect the exercise of the Lessee's rights hereunder;

- (f) if a dispute should arise as to whether or not the exercise of the Lessee's rights hereunder would, in fact, be materially affected by a grant of rights under subsection (d) of section 7.01, then, the dispute shall be referred to a sole arbitrator appointed pursuant to the *Arbitration Act*;

- (g) the Lessee hereby acknowledges and agrees that no claim for compensation shall be made, in any form, in respect of a grant of rights under subsection (d) of section 7.01, where such rights do not materially affect the exercise of the Lessee's rights hereunder;

- (h) this lease and the term herein granted is subject
- (i) all subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Act*, *Mining (Placer) Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act*, or *Water Act*, or any extension or renewal of the same, whether or not the Lessee has actual notice of them, AND
  - (ii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 47 of the *Land Act*;

- (i) the Lessee acknowledges and agrees with the Lessor that

- (i) any interference with the rights of the Lessee under this lease by virtue of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01 shall not constitute a breach of the Lessor's covenant of quiet enjoyment and the Lessee releases and discharges the Lessor from and against any claims for loss or damage arising directly or indirectly out of any such interference,
- (ii) all costs and expenses, direct or indirect, that arise out of any interference by the Lessee with the rights, privileges and interests described in subsections (d) and (h) of section 7.01 shall be borne solely by the Lessee, AND
- (iii) he shall not commence or maintain proceedings under section 60 of the *Land Act* in respect of any interference with his rights hereunder arising directly or indirectly out of the exercise or operation of the rights, privileges or interests described in subsections (d) and (h) of section 7.01.

- (iv) all schedules referred to in this lease form an integral part of this lease.

#### Article VIII—Events of Default

- (8.01) PROVIDED ALSO that this lease and the term and estate hereby granted are subject to the limitation that

- (a) if the Lessee shall default in the payment of any installment of rent, or the payment of any other sum payable hereunder, and such default shall continue for 60 days after the giving of written notice by the Lessor to the Lessee;
- (b) if the Lessee shall fail to perform or observe any of the covenants, agreements, conditions or provisos contained in this lease on the part of the Lessee to be performed or observed (other than the payment of rent or other sums of money) and such failure shall continue for, or shall not be remedied within, the period of 60 days next after the giving of written notice by the Lessor to the Lessee of the nature of such failure;
- (c) if the term hereby granted shall be taken in execution or attachment by any person or the Lessee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors;
- (d) if the Lessor discovers that the Lessee either in his application for this lease or otherwise has, in the opinion of the Lessor, misrepresented or withheld any fact material to the application; or
- (e) if, in the opinion of the Lessor, the Lessee fails to make reasonable and diligent use of the Land for the purposes permitted herein, and such failure shall continue for a period of 60 days next after the Lessor gives written notice of the failure to the Lessee;

It shall then be lawful for the Lessor to enter upon the Land or any part thereof in the name of the whole, and this lease shall at the option of the Lessor, and with or without entry, terminate, and all the rights of the Lessee with respect to the Land shall be absolutely forfeited and shall lapse. If the condition complained of (other than the payment of rent or other sums of money) reasonably requires more time to cure than 60 days, the Lessee shall be deemed to have complied with the remedying thereof if the Lessee shall have commenced remedying or curing the condition within the 60 day period and diligently thereafter completes the same.

#### Article IX—Security

- (9.01) The security in the sum of \$ Nil and all rights, privileges, benefits and interests accruing thereto delivered by the Lessee to the Lessor (herein called the "Security") to guarantee the performance of the Lessee's obligations under this lease shall be maintained in effect until such time as the Lessor certifies in writing that such obligations have been fully performed.
- (9.02) In the event the Lessee should default in the performance of any of his obligations hereunder, it shall be lawful for the Lessor, in his sole discretion, to sell, call in and convert the Security, or any part of it, and such Security shall be deemed to have been absolutely forfeited to the Lessor.
- (9.03) The rights of the Lessor under this Article shall be deemed to continue in full force and effect notwithstanding the expiration or earlier cancellation of this lease.
- (9.04) Notwithstanding section 9.01, the Lessor may from time to time notify the Lessee that the amount of Security delivered by the Lessee to the Lessor be changed and specify the amount of Security required by the Lessor.
- (9.05) The Lessee shall, within 60 days of receiving the notice referred to in section 9.04, cause the amount of Security delivered to the Lessor to be changed to the amount specified in the notice and provide the Lessor with written confirmation of the change, except that when no security is required under section 9.01 this section shall not apply.



LEASE No.

332310

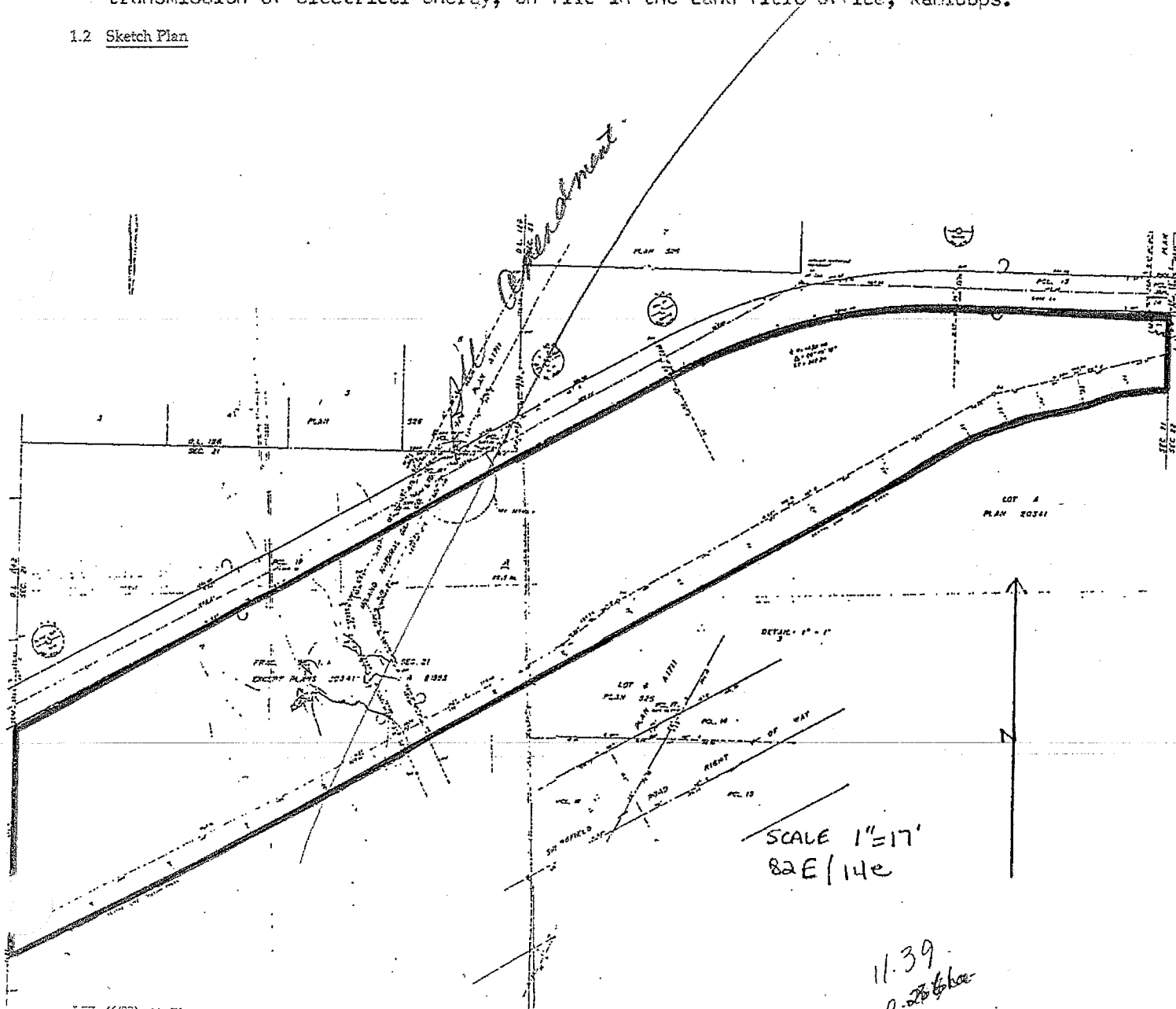
FILE No.

1.1 Legal Description

That part of the fractional Southeast 1/4 of Section 21, Township 26, Osageos Division of Yale District shown as Parcel "A" on Plan "H" 12895.

The lease and the term herein granted is subject to the easements or rights-of-way granted to Inland Natural Gas Co. Ltd. as defined on Plan "A" 1711 for the purpose of constructing operating and maintaining a pipeline or lines for the transmission of natural gas and an easement or right-of-way granted to West Kootenay Power and Light Company Limited as defined on Plan "A" 2898 for the purpose of constructing, operating and maintaining a line for the transmission of electrical energy, on file in the Land Title Office, Kamloops.

1.2 Sketch Plan





Province of  
British Columbia

Ministry of Lands,  
Parks and Housing

# Management Plan Schedule

LEASE No.

332310

FILE No.

3401834

## INSTITUTIONAL

### 1.1 Purpose

The Lessee shall use the Land only for the purpose of a public park.

### 1.2 Special Provisions



Province of  
British Columbia

Ministry of Lands,  
Parks and Housing

# Rental Schedule

LEASE No.

332310

FILE No. 3401934

The rental for the term shall be the sum of \$ 1.00, payable in advance, on the Commencement Date:



Province of  
British Columbia

Ministry of Lands,  
Parks and Housing

# ENDORSEMENTS

LEASE No.

332310

FILE No.

3401834



Lease No. 32310

File No. 3401834

THIS AGREEMENT dated for reference the 4th day of June, 1997

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Environment, Lands and Parks,  
Parliament Buildings, Victoria, British Columbia

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

Regional District Of Central Okanagan  
540 Groves Ave  
Kelowna, British Columbia  
V1R 4Y7

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Lessee and the Lessor entered into a Lease agreement dated January 01, 1986 (herein called the "Lease") over those lands more particularly known and described as:

That part of the fractional Southeast 1/4 of Section 21, Township 26, Osoyoos Division of Yale District, shown as Parcel "A" on Plan "H" 12895.

- B. The parties have agreed to amend the Lease.

NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

1. To delete the existing Legal Description Schedule from the Lease and replace it with the Legal Description Schedule attached hereto as Schedule "A".
2. In all other respects the Lease shall remain in full force and effect and is hereby ratified and confirmed.

Modification Agreement

File No. 3401834

3. Time shall continue to be of the essence in this agreement and the Lease.

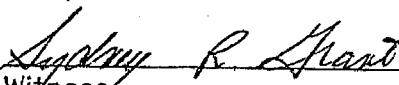
4. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

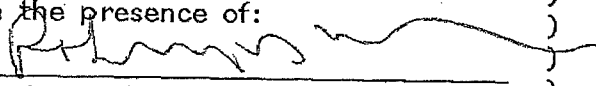
SIGNED on behalf of HER  
MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH  
COLUMBIA by a duly authorized  
representative of the Minister of  
Environment, Lands and Parks in  
the presence of:




For the Minister of Environment, Lands and Parks

  
Witness

THE COMMON SEAL of  
Regional District Of Central  
Okanagan was hereunto affixed  
in the presence of:

  
Authorized Signatory

  
Authorized Signatory

c/s



SCHEDULE "A"



BRITISH  
COLUMBIA

Ministry of  
Environment,  
Lands and Parks

Legal Description Schedule

Lease No. 332310

File No. 3401834

1. Legal Description

That part of the fractional Southeast 1/4 of Section 21, Township 26, Osoyoos Division of Yale District, shown as Parcel A on Plan H12895 except Plan KAP56718 and containing 11.15 hectares.

2.

The Lease and the term herein granted is subject to the easements or rights-of-way granted to Inland Natural Gas Co. Ltd. as defined on Plan A1711 for the purpose of constructing, operating, and maintaining a pipeline or lines for the transmission of natural gas and an easement or right-of-way granted to West Kootenay Power and Light Company Limited as defined on Plan A2898 for the purpose of constructing, operating, and maintaining a line for the transmission of electrical energy, on file in the Land Title Office, Kamloops.

