

THIS INDENTURE OF LEASE made this **first** day of **Jan.** A.D. 1967

BETWEEN:

THE CITY OF EDMONTON, a Municipal Corporation,
(hereinafter called the "City")
of the First Part

- and -

BELLEVUE COMMUNITY LEAGUE

A Body Incorporated under the Societies Act
of the Province of Alberta (hereinafter
called the "League")
of the Second Part

- and -

THE FEDERATION OF COMMUNITY LEAGUES, (hereinafter
called the "Federation")
of the Third Part

WHEREAS the Community Leagues of Edmonton are recognized as providing valuable recreational facilities, program and voluntary leadership in recreation within the various neighbourhoods of the City; and

WHEREAS the Council of the City of Edmonton has encouraged the activities of the Community Leagues and the Federation of Community Leagues, which is the co-ordinating body dealing with League problems; and

WHEREAS the Council of the City of Edmonton has encouraged the formation of Area Recreation Councils to co-ordinate the activities of several Community Leagues grouped within an area of the City; and

WHEREAS the City Parks and Recreation Department (hereinafter called the "Department") is responsible for certain recreational activities on Community League facilities and works in close co-operation with the said Leagues; and

WHEREAS the Department is charged with the responsibility for maintaining certain grounds belonging to the City and used by Community Leagues, the said grounds being reserved for park purposes; and

WHEREAS City Council has set aside land in many neighbourhoods for public use by the neighbourhood and will retain the said land for general park purposes leasing such part thereof to Community Leagues as required by Leagues for uses consistent with the objectives of the Federation.

NOW THEREFORE The City being the registered owner of an estate in fee simple in possession of all those lots or parcels of land situate in the said City and being composed of:

That Area outlined in red as shown on Appendix "A" attached hereto;

excepting and reserving from the above land unto the City all oil, gas, mineral or mining rights in or under the land and parts of highway (if any) PROVIDED HOWEVER that during the term hereof the City shall not claim any lease or license to explore for or to conduct drilling operations within the said land for oil, gas or other minerals, but nothing herein shall be construed so as to prevent the City from extracting oil, gas or other minerals by means of lateral access providing such extraction can be effected without risk or damage to any of the lessee's property upon the site; doth hereby lease the said land (hereinafter referred to as the "Site" and shown outlined in red on the white print attached hereto and marked "Appendix A" to this Agreement) to the Community League to be held by the League as

tenant for a term of five (5) years commencing the 1st day of January, 1967 and ending the 31st day of December, 1971 (inclusive) subject to the reservation throughout the parcel of a general easement for all utilities including natural gas and subject to the covenants and conditions hereinafter set forth.

THE LEAGUE COVENANTS WITH THE CITY AS FOLLOWS:

1. THAT it will pay to the City the nominal rental of One Dollar (\$1.00) per year payable in advance for the period.
2. THAT it will be responsible for the care, maintenance, repair and control of buildings and improvements located upon the Site as shown on the sketch plan attached as Appendix "A" to this instrument and will pay all water, light, power, telephone and gas rates imposed or payable in connection with the said improvements on the Site.
3.
 - i) THAT it will at all times use the Site solely for the purpose of a Community Centre and recreation grounds in accordance with the declared character and purposes of the Federation, and
 - ii) THAT any person desiring to participate in scheduled activities at the Community League, excepting organized programs sponsored or conducted by the Community League, be permitted to use the facilities of the Community League for this purpose, either by way of membership or associate membership in the Community League, or by payment of an activities admission charge, as set and administered by the League.
4. THAT it will do all things necessary to make the Site suitable to those needs of the Community for which the League exists

and will keep and maintain in good, neat and safe condition all buildings and improvements presently situated therein, together with any other improvements placed upon the Site by the League during the leasehold period or any extension thereof.

5. THAT it will plan and develop its public recreational activities in co-operation with the Department and the Area Recreation Council.

6. THAT it will not do nor permit to be done upon the Site nor in any buildings, structures or erections placed thereon, anything which may be deemed a nuisance or annoyance or anything which may be contrary to any Dominion or Provincial laws or regulations or contrary to any of the bylaws of the City, and without restricting the generality of the foregoing, it will at all times endeavour to avoid annoyance or inconvenience to residents in the vicinity of said lands by reason of recorded music or band music or any noise or activities likely to interfere with neighbourhood residents.

7. THAT it will not assign or sublet the said lands or any part thereof without first obtaining the written permission of the Superintendent of the Department so to do, provided that the foregoing shall not be interpreted as preventing the League from renting its lands and premises occasionally to organizations or individuals using the premises for objects consistent with the general aims of the Federation as mentioned in Section 3 i) or of the League or for activities not otherwise objectionable to the City.

8. THAT it will not commit nor permit to be committed voluntary or permissive waste upon the Site.

9. THAT it will be incorporated under the Societies Act and will comply with all the rules and regulations contained therein and that it will remain incorporated during the term of this lease.

10. THAT it will not add new buildings, extensions or additions, rinks, driveways, sidewalks, parking lots, landscape or any other similar work without first obtaining the written permission of the Superintendent of the Department to do so.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

11. THAT the Department will after consultation with the Community League provide a site development plan for each Community League and its buildings and facilities which plan will take into account the various recreational needs of the particular area. Before a permit for building purposes is issued, consideration of which shall not be withheld for an unreasonable length of time, the League will accept the site development plan and conditions and procedures established by the Department.

12. THAT the Department will plan, design and carry out the landscaping of the leased land in accordance with its site development plan.

13. THAT if any complaint is made to the City by any residents in the vicinity of said land with regard to any matters referred to in paragraphs 5 or 6, the City Commissioners, through the Superintendent of the Department, may forthwith make due enquiry concerning such complaint. In the case of the complaint not being settled by the Department and the League, the Department shall notify the Federation and the Area Recreation Council of

such complaint and if the matter still cannot be settled within a reasonable period of time, then the League shall abide by the decision of the Commissioners of the City with respect to any such complaint subject, however, to the right of appeal to Council, whose decision will be accepted by the League as final and binding.

14. a) THAT the Department may carry out at any reasonable time:

- i) An inspection of the buildings and facilities to ensure that the buildings and facilities are being maintained in a reasonable condition;
- ii) A survey of activities conducted by the League for its members in order to ensure that the needs of the community are being met in a reasonable manner.

b) If, as a result of the inspection of the buildings and facilities, the Superintendent of the Department and the President of the Federation or their designated representatives are of the opinion that the buildings and facilities are not being maintained in a reasonable condition, then the City, through its Department, shall give notice in writing to the League, and if the League fails to make a satisfactory start on repairs within 60 days from the date of said notice, the City may make whatever repairs are necessary to bring the buildings and facilities up to a reasonable standard and charge the cost of so doing to the League.

c) If, as a result of the survey of the said activities, the Superintendent of the Department and the President of the Area Recreation Council or their designated representatives (if no Area Recreation Council exists, then the President of the Federation or his designated representative) are of the opinion the activities conducted by the League are not meeting the needs of the relevant neighbourhood in a reasonable manner, the City, through the Department and the Area Recreation Council (if the Area Recreation Council does not exist, then the Federation) may do all those things necessary to improve the program.

15. THAT the League shall submit a copy of its financial statement at the end of its fiscal year to the Department and shall at all times keep the Department advised as to the names and addresses of its Board of Directors and elected officers.

16. THAT the whole of the contiguous park area, other than that parcel outlined in red on the attached plan, marked as Appendix "A", will be maintained by the City as park land.

17. THAT the Department will be responsible for the maintenance of the entire land area as outlined in red on the attached Appendix "A". This clause shall apply only to the actual horticultural maintenance and shall not include any buildings, fences, tennis courts, bowling greens, parking lots, lights, rinks or similar facilities.

18. THAT the City shall be entitled to terminate this lease in the event that the municipal Council of the said City determines that all or parts of the site as outlined in red on the attached Appendix "A" is required for some other purpose PROVIDED ALWAYS that

- a) Prior to serving notice of such termination the City shall notify the League, the Federation and the Area Recreation Council concerned and shall when applicable advertise the proposed change in use in the manner required by the Zoning By-Law then in force providing objectors with an opportunity to be heard upon the subject of the proposed change, and
- b) Upon final approval of such change in use the City shall give written notice of termination to the League and to the Federation, effective not less than six months following the date of service thereof, and
- c) Within reasonable time from the notice of termination the City shall, if practicable, acquire and lease to the League suitable recreational park land and shall, at the City's expense, either relocate all of the League's existing facilities thereon or construct new facilities similar in value and recreational utility on the new site. The foregoing, however, will be subject to the condition that in the opinion of the Department and the Federation the League merits such consideration from the point of view of recreational needs within the League's boundaries.

19. THAT the City:

- a) If the said League ceases to exist or ceases to function as a Community League; or
- b) If the said League discontinues the use of said lands for the purpose of a Community and Recreational Centre for an unreasonable period of time in the opinion of the Department and the Federation; or,

- c) In case of failure to perform and observe each and every clause of the terms, stipulations and conditions herein contained or implied on the part of the Community League;

may re-enter upon the whole or any part of the site and thereafter hold said site free from any claim thereto by said League, provided, however, that in any case where a League has ceased to function as such before re-entering and re-assuming control of the Site, the City will first advise the Federation and the Area Recreation Council of its proposed action and, if requested so to do, will grant to the Federation a period not exceeding 6 months within which to rehabilitate the League to the satisfaction of all parties to this agreement.

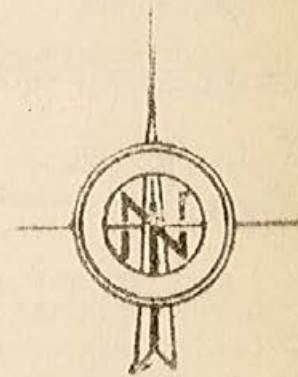
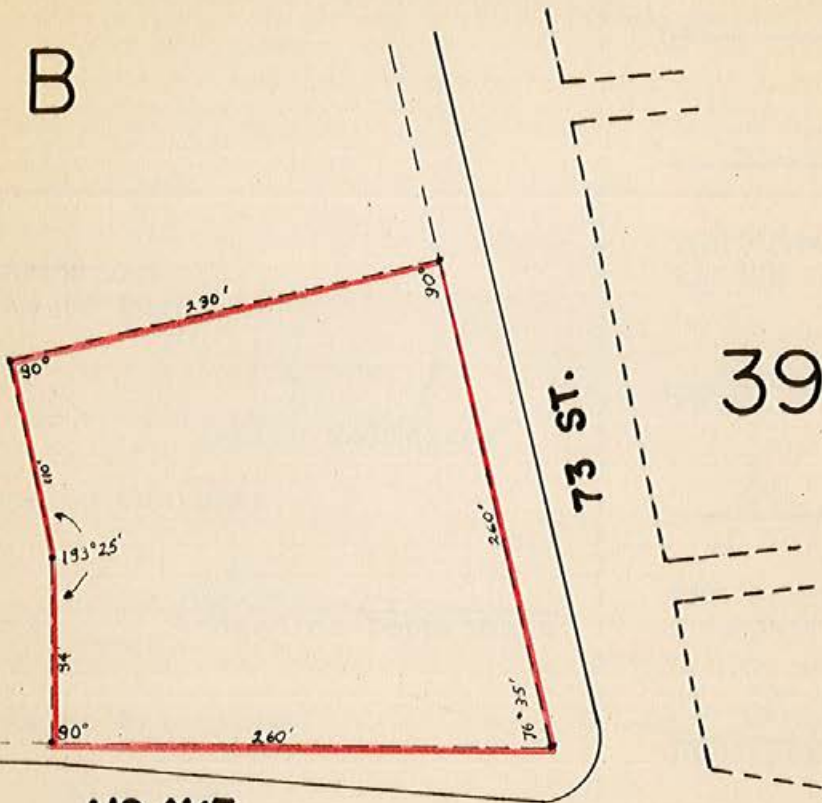
20. THAT if the lease is terminated pursuant to the provisions of clause 19 (b) or (c) then the League shall be entitled to make application to reinstate the lease. If the League fails to obtain reinstatement of the lease within 30 days of the date of termination, then the League shall be entitled to retain and remove from the leased land all buildings, facilities and leasehold improvements owned by the League; PROVIDED HOWEVER that if the League fails to effect such removal within 90 days immediately following the date of termination the City may take possession of all such buildings, facilities and leasehold improvements and remove, demolish or otherwise dispose of same without compensation to the League.

21. THAT this lease shall be renewed at the expiration of the demise for a further 5-year period upon terms and conditions to be agreed upon by the parties hereto, subject always to the fulfillment by the Lessee and the Federation during this leasehold period of the terms, stipulations and covenants herein contained by them to be performed and observed.



PARKS & RECREATION DEPARTMENT

B



**BELLEVUE
COMMUNITY LEAGUE**

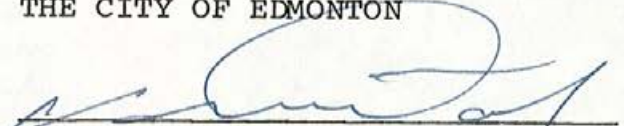
**SCALE: 1"=100'
DATE: JULY, 1967
DRAWN BY: P.O.
RED LINE: LEASE AREA**

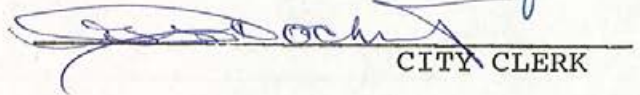
1.25 ac.

EXECUTED the day and year first above set forth.

SIGNED, SEALED AND DELIVERED
in the presence of:

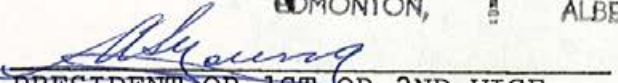
THE CITY OF EDMONTON


MAYOR


CITY CLERK


THE COMMUNITY BELLEVUE COMMUNITY LEAGUE
LEAGUE

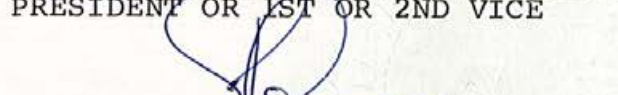
73rd ST. & 112th AVE.
EDMONTON, ALBERTA


PRESIDENT OR 1ST OR 2ND VICE

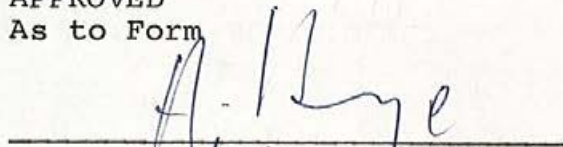

SECRETARY

THE FEDERATION OF
COMMUNITY LEAGUES

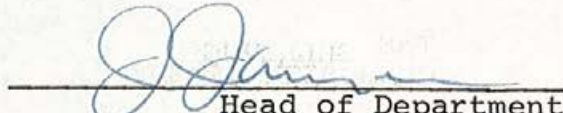

PRESIDENT OR 1ST OR 2ND VICE


SECRETARY

APPROVED
As to Form


City Solicitor

As to Contents


Head of Department

As to Principle


City Commissioners

DATED this first day of Jan.

A.D. 19 67.

THE CITY OF EDMONTON

- and -

THE BELLEVUE
COMMUNITY LEAGUE

LEASE

Legal Department
City Hall
Edmonton, Alberta

