

THIS INDENTURE OF LEASE made this <sup>24th</sup> ~~1st~~ day of <sup>DECEMBER</sup> ~~January~~ A.D. 1958

BETWEEN:

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

of the First Part,

- and -

THE BELLEVUE

COMMUNITY LEAGUE represented herein by ~~W.F. Quilley~~ <sup>W.M. YURCHUK.</sup> President and H.A. Waterhouse Treasurer (hereinafter called the "Lessee"),

of the Second Part,

- and -

THE FEDERATION OF COMMUNITY LEAGUES Represented herein by Charles Simmonds President and Secretary (hereinafter called the "Federation"),

of the Third Part.

WHEREAS the Community Leagues of Edmonton are recognized as providing valuable recreational facilities and leadership in recreation and welfare within the various communities of the City; and

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

WHEREAS the Edmonton Recreation Commission is responsible for certain recreational activities on community league grounds and works in close co-operation with the said leagues; and

WHEREAS the Parks Department of the City of Edmonton 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 communities for public use by the community and will retain said land for general park purposes leasing such part thereof to community leagues as required by leagues for uses consistent with community league objects.

NOW THEREFORE the City of Edmonton, a Municipal Corporation (hereinafter called 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;

All that portion of Block "B" in the City of Edmonton as shown on a subdivision plan of record in the Land Titles Office for the North Alberta Land Registration District as 2024 E.S. described as follows:-

Commencing at the South East corner of the said Block "B"

~~Thence~~ - Northwestwardly along the North Eastern boundary of the said Block, 260 feet;  
~~Thence~~ - Southwestwardly perpendicular to the said North Eastern boundary 230 feet;  
~~Thence~~ - South Easterly and parallel to the North Eastern boundary, 110 feet;  
~~Thence~~ - South Easterly in a straight line to a point in the South Eastern boundary of the said Block, distant 260 feet from the said South East corner thereof;  
~~Thence~~ - North Easterly along the said South East boundary of the said Block "B" to the point of commencement.

Containing 1.25 acres more or less.  
River Lot 26, Edmonton Settlement.  
Reserving thereout all mines and minerals.

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 of damage to any of the lessee's property upon the site.

Doth hereby lease the said land (hereinafter sometimes called the "Site")



to the Bollovuo Community League represented by the undersigned officers of the said League (hereinafter called the "League"), to be held by the League as tenant for a term commencing on the date of execution of this lease and ending the 31st day of December 1961, 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 annually in advance.
2. That it will be responsible for the care 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. That it will at all times use the Site solely for the purposes of a Community Centre and recreation grounds in accordance with the declared character and purposes of 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 a good, neat and safe condition all buildings and improvements shown upon the sketch plan attached as Appendix "A" hereto 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 public recreational activities of the League in co-operation with the Recreation Commission of the City.



6. (a) 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 endeavor 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 neighborhood residents.

(b) If any complaint is made to the Commissioners of the City of Edmonton by any residents in the vicinity of said land with regard to any matters referred to in paragraph 6 (a) the Commissioners will forthwith notify the Federation of Community Leagues and the League thereof and will make due enquiry concerning such complaint, and the League agrees to abide by the decision of the Commissioners 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.

7. That it will not assign or sublet the said lands or any part thereof without first obtaining the written permission of the said Commissioners so to do, provided that the foregoing shall not be interpreted as preventing the League from renting its premises upon certain nights to organizations using the premises for objects consistent with the general aims of the League.

8. That it will not commit nor permit to be committed voluntary or permissive waste upon the demised land.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

9. That this lease shall be renewed at the expiration of the



demise for a further 10 year period upon terms and conditions to be agreed upon among 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.

10. That it shall be the duty of the Federation to advise the City Clerk promptly in writing of any change in signing officers for the League and it will ensure that the officers are acquainted with their responsibility as trustees of the League set forth herein.

11. That the Federation will throughout the whole of the demise provide to the City on request such information as the City Commissioners deem necessary regarding the operations of the League as the Lessee and it will investigate and adjust complaints or misunderstandings which arise in connection with the leasehold property and will consult with the Commissioners whenever required with the object of achieving a maximum of harmonious and businesslike co-operation between the City the League and the Federation.

12. That the whole of the land as outlined or described in Appendix A hereto will be maintained by the City as park land and the Community League will be permitted the free use of so much of the said land as may be required for its purposes from time to time; that part of the said land placed under the care and control of the League and described in the preamble of this instrument as shown enclosed in red upon Appendix A may be increased or decreased in extent at the request of the Lessee subject to the following:

(a) The City may at any time remove from park and designate for public purposes such portion of the site or the other park land adjoining as is required for highway widening or street improvement generally.



(b) Should the City in the opinion of Council require the whole or a part of the site or other abutting land presently reserved as park for some public purpose other than recreational and park it undertakes to advertise the proposed change in use in the manner required by the Zoning Bylaw then in force for the City of Edmonton providing objectors with an opportunity to be heard upon the subject of the proposed change.

(c) Whenever the League desires to increase or decrease land actually under its care or control it shall make such request to the City through the Federation which shall take up the proposal with the Recreation Commission and the Federation will within 30 days after any such increase or decrease notify the City Clerk in writing so that Appendix A may be amended accordingly.

13. That the City Park's Department is to be responsible for the maintenance of so much of the land outlined upon Appendix A as is not included within the site occupied or used under the control of the League.

14. That should the City Council deem it necessary to terminate the demise hereby created during the initial 10 year period or any renewal thereof in order to make the site available for some specific purpose then the City will give to the League as lessee and to the Federation notice in writing of termination to be delivered at least 6 months prior to the effective date of such termination.

15. The City Parks Department will provide trees to the extent of its abilities for planting on the demised land if League personnel dig the necessary holes and thereafter care for the trees to be planted and the Parks Department will on request do anything else within its



power to make the site pleasing in appearance subject always to the prior approval of the City Commissioners.

16. That skating rink facilities upon the League site will only be operated during reasonable hours so as not to interfere with the peace and quiet of the community and on Sunday the League will comply with all laws and regulations pertaining to the observance of the Lords Day.

17. It is expressly understood and is hereby declared to be a condition of this lease that:-

(a) In case the said League ceases to exist or ceases to function as a Community League; or

(b) In case the said League discontinues the use of said lands for the purposes of a Community and recreational centre for a period of 12 consecutive months; or

(c) In case of failure to perform and observe each and every of the terms, stipulations and conditions herein contained or implied on the part of the League to be performed and observed;

THEN, and in any of the foregoing events the City may re-enter upon the whole or any part of the demised land and thereafter hold said land free from any claim thereto by said League, provided however that in any case where a Community League has ceased to function as such before re-entering and re-assuming control of the site the City will first advise the Federation of its proposed action and if requested so to do will grant to the Federation a period not exceeding 12 months within which to rehabilitate the League to the satisfaction of all parties to this agreement.

18. It is agreed that the lease dated the 1st day of January A.D. 1952 between the City, the Lessee and the Federation is hereby cancelled and determined.



EXECUTED the day and year first above set forth.

THE CITY OF EDMONTON

*Wm. Hamrick*  
MAYOR

*Joe Dochow*  
CITY CLERK

THE *BelleVue*  
COMMUNITY LEAGUE

*William Yurchuk Pres.*  
*N. M. [unclear] Secretary Treasurer.*

THE FEDERATION OF COMMUNITY  
LEAGUES

*Sumner [unclear]*

SIGNED, SEALED and DELIVERED

in the presence of

*Harry F. [unclear]*  
*Nov. 20, 1958*

*Harry Little*

APPROVED

As to Form *[Signature]*  
City Solicitor

As to Contents *[Signature]*  
Head of Department

As to Principle *[Signature]*  
City Commissioners