

**USE AND OCCUPANCY AGREEMENT**

**150 Mile Heritage Park**

**BETWEEN:**

**CARIBOO REGIONAL DISTRICT**

Suite D, 180 North 3<sup>rd</sup> Avenue  
Williams Lake, BC V2G 2A4

(hereinafter called the "Region")

**OF THE FIRST PART**

**AND:**

**150 MILE GREENBELT TRAILS**

**AND HERITAGE SOCIETY**

**Society Registration No. S-55624**

PO Box 825

150 Mile House, BC V0K 2G0

(hereinafter called the "Society")

**OF THE SECOND PART**

**WHEREAS** the Region is the registered owner of the lands and premises commonly referred to as the 150 Mile Heritage Park property at 3067 Cariboo Highway 97 and being more particularly described as Parcel A, District Lot 12, Plan EPP17684, hereinafter called the "Land" as shown on Schedule "A", which is attached to and forms part of this Agreement.

**AND WHEREAS** the Society wishes to use the Land for the purposes of a community heritage park and recreation area in general accordance with the development plan shown on Schedule "B", which is attached to and forms part of this Agreement.

**NOW THEREFORE** this agreement witnesses that in consideration of the covenants and conditions hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree, each with the other, as follows:

### **Term**

1. The Region hereby agrees to grant the Society the right to use and occupy the Land for a period of five years (5) years commencing with the 1<sup>st</sup> day of April, 2013 to and including the 30th day of March, 2018.

### **Fees**

2. In return for use and occupancy of the Land, the Society will pay the Region a fee of \$10.00 in each year of the Term, the receipt of which is hereby acknowledged.

### **Renewal**

3. Upon expiry of the Term, the Agreement may be renewed by confirmation in writing by the parties for an additional five (5) years provided all obligations of the Agreement are met.

### **Use**

4. (a) The Society shall use the Land solely for the purpose of developing and maintaining a community heritage park and recreation area and for such ancillary uses thereto as may be approved from time to time by the Region.
- (b) It is hereby understood that the use of the Land under this Agreement is for the benefit of the broader community and will be open and accessible to the public. The Society shall act as stewards of this community access to ensure all obligations under this Agreement are met, including any site security and safety considerations,
- (c) The Society may accept donations towards and charge park visitors for access to the property, with the proceeds going towards maintenance of the Land, the purchase of related equipment or the acquisition of additional property to further enhance its public recreation and heritage activities.
- (d) All activities at the Land must be conducted in a safe manner.
- (e) Vehicle parking and public access to the Land may only take place in the designated area as shown on Schedule A. No parking is available on Highway 97.
- (f) At the end of the Term and if a renewal of the Agreement is not under consideration, the Society must remove all improvements and return the Land to its former state, undertaking all remediation works as required at the request of the Region.

- (g) The Society accepts that improvement and use of the Land is in an “as is” condition and the Region has not made any representations, warranties or agreements as to the condition of the land, including the suitability of the Land for the Society’s purposes.
- (h) The Society accepts responsibility and the cost of remediation for any damage, including environmental damage, to the Land resulting from the Society’s use of the Land. No potential environmental contaminants may be brought by the Society into the Land.
- (i) The Society will post, and will keep posted, on the Land any notice the Region may require, including postings under the Builders’ Lien Act.

**Improvements and Alterations**

- 5. (a) No major improvements or alterations shall take place on the Land without the express authorization of the Region.
- (b) To ensure the security and safe use of the Land, the Region may require the Society to make improvements or undertake maintenance at any time. Failure to respond in a timely fashion to these requirements shall be considered a default of this Agreement.
- (c) Due to its location adjacent to Highway 97, the Society will undertake any requirements directed by the Ministry of Transportation and Infrastructure for the safe development and use of the Land. It is understood that the Land includes a ‘no access’ covenant that eliminates any direct access to the property from Highway 97.
- (d) It is the responsibility of the Society to obtain and hold all permits and authorizations required for improvements and alterations of the Land, as well as for any activities that take place thereon.

**Payment For Services**

- 6. The Society shall pay for all services and utilities of any nature whatsoever supplied to the Land and, without limiting the generality of the foregoing, shall pay for all electricity, water, private or public sewage disposal, garbage pick-up, and snow removal.

**Maintenance**

- 7. The Society shall, during the term of this Agreement, maintain and preserve the Land in good order and not permit any garbage or objectionable material, as determined by the Region at its sole discretion, to accumulate on or about the Land.

### **Termination**

8. (a) Should the Society default in any of the covenants contained herein, the Region may terminate this Agreement and retake possession of the Land should the Society fail to rectify such default within (10) days of being given notice to do so.
- (b) This Agreement may be terminated by either party upon giving sixty (60) days notice of its intention to so terminate.

### **Succession**

9. This Agreement will remain in effect after its expiration date to facilitate negotiations for renewal of the Agreement. This succession will be considered a temporary, month-to-month arrangement and continue to be subject to all terms of this Agreement.

### **Right of Entry**

10. The Region including its employees, agents or representatives may enter the Land at any time for the purposes of inspection or to undertake activities that do not interfere with the use of the Land by the Society.

### **Encumbrances**

11. The Society shall not mortgage, charge or otherwise encumber its interest in the Land.

### **Assignment**

12. The Society shall not assign nor sublet its interests and obligations in this Agreement except with the written consent of the Region.

### **Indemnity**

13. The Society will indemnify and save harmless the Region and all of its employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Region or its employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Society of any obligation of this Agreement, or any wrongful or negligent act of the Society or any employee or agent of the Society.

### **Insurance**

14. The Society shall, during the Term of this Agreement, carry commercial general liability insurance in a form acceptable to the Region in an amount of not less than Three million (\$3,000,000) dollars covering each individual occurrence and naming the Cariboo Regional District as an additional insured. A copy of proof of insurance shall be provided to the Region at the beginning of each year of this Agreement.

**Compliance with Laws and Regulations**

15. The Society shall in the improvement, operation and maintenance of the Land comply with all Local Government, Provincial and Federal legislation relating thereto.

**Nuisance**

16. The Society shall not cause nor permit any act or thing to be done upon the Land which is, or would constitute, a nuisance to the owners or occupiers of any lands or premises adjoining the Land, or in the vicinity of the Land, or to the public in general and shall indemnify and save harmless the Region from any liability therefrom.

**Cessation of the Association**

17. Should the Society, at any time during the Term, cease to exist as a registered society, then and in that event, its right of occupancy and any other rights hereunder shall be forthwith terminated, but nevertheless the assets of the Society shall be chargeable for any liability remaining unpaid at such time to the Region, including any cost related to returning the Land to its original state.

**No Partnership or Joint Venture**

18. Nothing contained in this Agreement shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties or as giving the Society any power or authority to bind the Region in any way.

**Notices**

19. Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email, when received. Either party may, from time to time, advise the other by notice in writing, of any change of address of the party, giving such notice and from and after the giving of such address specified therein this shall, for the

purpose of this paragraph, be conclusively deemed to be the address of the party giving such notice.

The addresses for delivery will be as follows:

**Cariboo Regional District**

180D N. 3rd Avenue  
Williams Lake, BC V2G 2A4  
c/o Manager of Community Services  
Phone : 250-392-3351  
Fax: 250-392-2812  
Email: dcampbell@cariboord.bc.ca

**150 Mile Greenbelt, Trails and Heritage Society**

PO Box 825  
150 Mile House, V0K 2G0  
c/o John Hoyrup, Society President  
Phone: 250-296-3588  
Email: hilltop4@telus.net

**Entire Agreement**

20. This Agreement shall be deemed to constitute the entire Agreement between the Region and the Society with respect to the matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by either party to this Agreement.

**Peaceful Surrender**

21. The Society will at the expiration of the Term or sooner if the Agreement is terminated as provided herein, immediately surrender the Land in a peaceable way.

**Waiver**

22. No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

**Miscellaneous**

23. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of the Agreement.

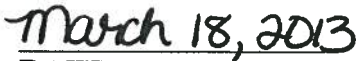
24. In this Agreement, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, had been used where the context of the parties hereto so require.
25. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

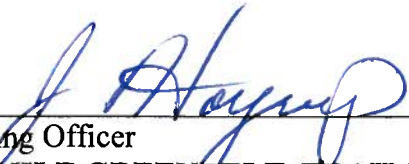
IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year written below.


  
\_\_\_\_\_  
Chair  
**CARIBOO REGIONAL DISTRICT**

  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Corporate Officer  
**CARIBOO REGIONAL DISTRICT**

  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Signing Officer  
**150 MILE GREENBELT, TRAILS  
AND HERITAGE SOCIETY**

  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
PRINT NAME

SCHEDULE "A"

PLAN EPP17684

REFERENCE PLAN OF CLOSED ROAD  
IN DISTRICT LOT 12, CARIBOO DISTRICT  
BEING PART OF ROAD DEDICATED BY  
PLAN EPP3805.

Pursuant to Section 60, Transportation Act.

BCGS 934.011

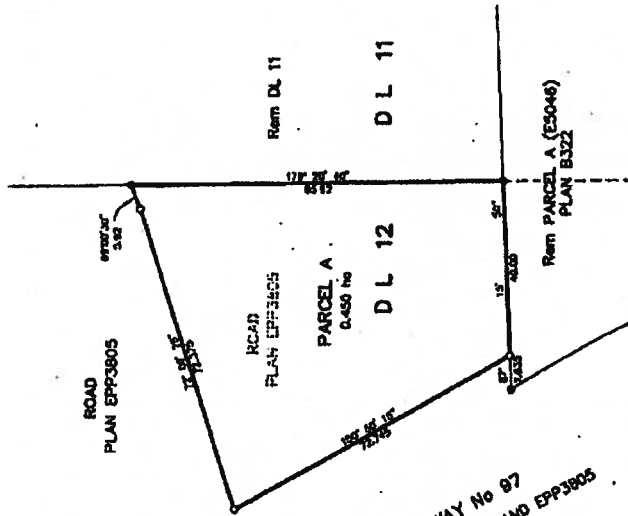


The intended plot size of this plan is 500mm in width by 430mm in height (C-Size) when plotted at a scale of 1:750.

LEGEND

Old boundaries are derived from Plan EPP3805.  
This plan shows surveyed ground-level distances except where otherwise noted.

- Standard Iron Post Found
- Standard Iron Post Planned



CARIBOO HIGHWAY No 87  
PLANS H387, 21184, PGP36010 AND EPP3805

This plan lies within the Cariboo Regional District.

The field survey represented by this plan was completed by Douglas L. Dodge, B.C.L.S. on the 25th day of January, 2012.

This plan lies within the jurisdiction of the Approved  
Cadastral Surveyor for the Ministry of Transportation and Infrastructure.  
File # 22020

SEYMOUR AND DODGE  
LAND SURVEYING INC.  
40 BROAD STREET  
VICTORIA B.C.  
V8B 4R8  
CEN 250-7111  
FAX 250-11332 Page 1

Purchaser \_\_\_\_\_  
Vendor \_\_\_\_\_

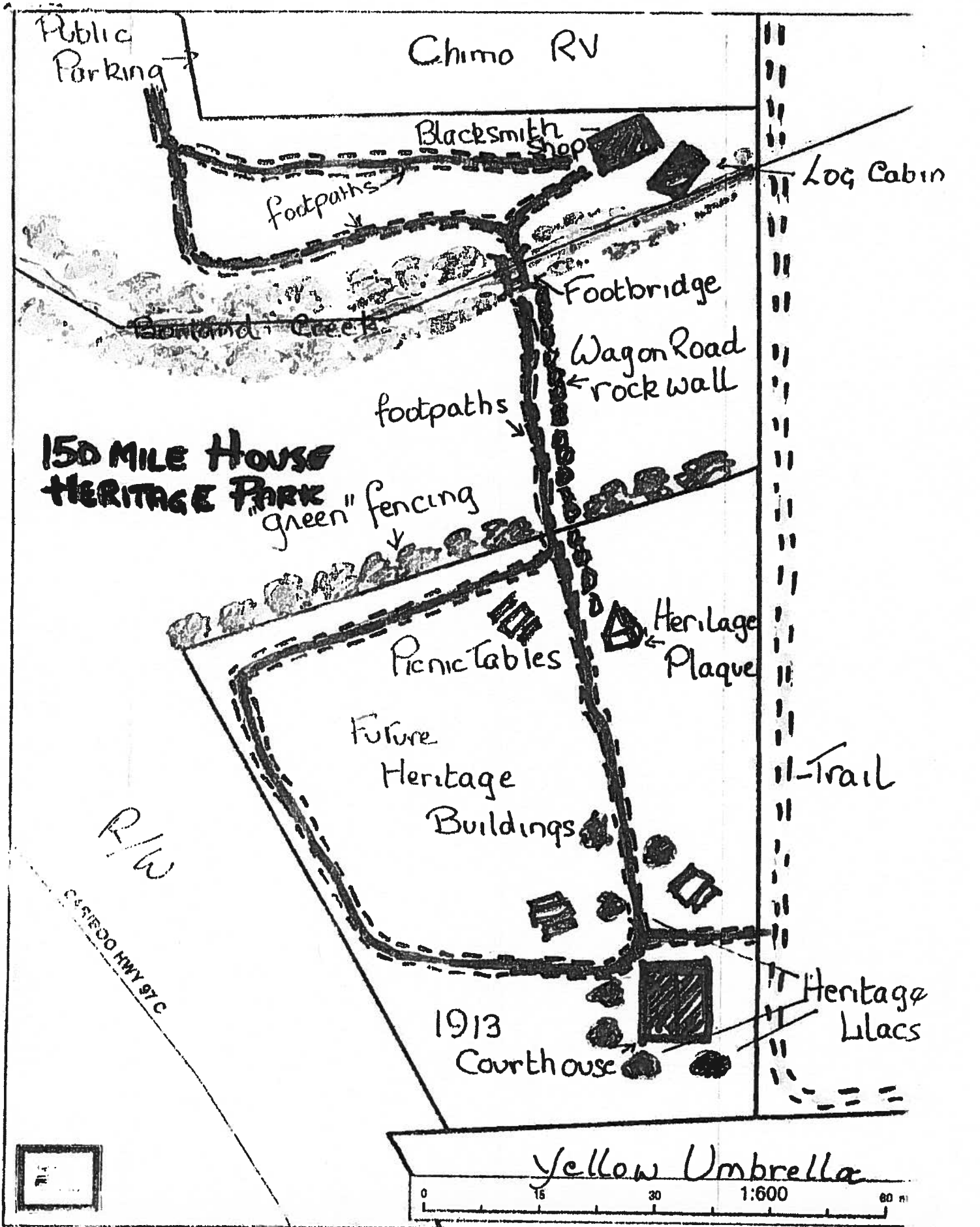


## SCHEDULE B

### 150 Mile House Heritage Park

- One of the main purposes of the 150 Mile Greenbelt and Trail Society is "To promote recognition and protection of local heritage, culture and arts values."
- Our vision is to conserve the cemetery sites and the remaining buildings of heritage value. They include the schoolhouse of the 1890's, the 1913 Court House, blacksmith shop, and log storage building, as well as replicating the original wagon road rock wall.
- Our 150 Mile House community supports the establishment of a public Heritage Park with a linked trail system. At the present time, the court house and schoolhouse are on the CRD heritage registry.
- We are working on an Access Plan to enable people to reach the heritage site. This will require funding for its completion.
- It is our intention that the establishment of a Heritage Park site will bring sustainable economic benefits for existing businesses in the 150 Mile House area.
- Our Society is committed to developing an overall **Heritage Plan** with priorities for conserving the existing buildings and grounds. The 1890's schoolhouse will be repainted in 2012; estimates are being solicited to re-roof the court house building in 2012; and we are finalizing the location for the blacksmith shop and log building.
- An **Interpretive Program** will be designed for the Heritage Park, for the benefit of the local community and visitors. Themes that may be considered include: Land in the Cariboo; First Nations Perspectives; Transportation; Cariboo Gold Rush; and Early Settlement
- Our dedicated volunteers and highly supportive local businesses will establish the Heritage Park and the historic interpretive programs. The Heritage Park and programs will provide greater sustainability to the 150 Mile House community, and an enhanced experience for interested visitors.
- Our Society's vision of maintaining and enhancing the preservation of our heritage requires dedication and much effort. We are up to the task.

April, 2012.



Public Parking

Chimo RV

Blacksmith Shop

Log Cabin

Footpaths

Footbridge

Bontand Creek

Wagon Road  
← rock wall

**150 MILE HOUSE  
HERITAGE PARK**

footpaths

"green" fencing

Picnic Tables

Heritage  
Plaque

Future  
Heritage  
Buildings

Trail

R/W

CASPIDO HWY 97C

1913  
Courthouse

Heritage  
Ulacs

Yellow Umbrella

