

TOWN OF CARMAN

By-law No. 85/ 1537

BEING a by-law of the Town of Carman to authorize the lease of certain lands by the Town of Carman to the Dufferin Agricultural Society.

WHEREAS the Municipal Act, Statutes of Manitoba, 1970 c.100-Cap. Sec. 199(1) provides as follows:

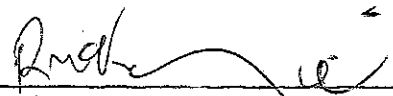
A municipality may lease any real or personal property owned by it if found to be unnecessary for the purposes of the municipality.

AND WHEREAS the said Council of the Town of Carman deems it expedient and in the best interest of the Town of Carman to lease a portion of the land set out in the attached lease for the purpose of a race track and grandstand.

NOW THEREFORE the Council of the Town of Carman, in Council duly assembled, enacts as follows:

1. THAT there shall be a lease of a portion of the land set out in the attached lease to the Dufferin Agricultural Society for One (\$1.00) Dollar per annum and other such other terms and conditions as set out in the said lease.
2. THAT the proper officers of the Town of Carman are hereby authorized to execute on behalf of the said Town all documents necessary for the lease with the Dufferin Agricultural Society.

DONE AND PASSED in Council duly assembled this 11th day of July, A.D. 1985.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Secretary Treasurer

LEASE AGREEMENT

THIS LEASE AGREEMENT made in duplicate as of the 11th day of July, A.D. 1985.

BETWEEN:

TOWN OF CARMAN,

"The Lessor"

OF THE FIRST PART,

- and -

DUFFERIN AGRICULTURAL SOCIETY,

"The Lessee"

OF THE SECOND PART.

WHEREAS the Lessee desires to lease a portion of the land described herein fronting on 8th Street, North West, Carman, Manitoba.

AND WHEREAS the Lessor is the registered owner of the land and premises described as follows:

In the Village of Carman in the Province of Manitoba and being composed of all that portion containing Thirty and Thirty-three one-hundredths (30.33) acres more or less of the South East Quarter of Section Twenty-five in Township Six and Range Five West of the Principal Meridian described as follows: Commencing at a point on

the Westerly limit of the said Quarter Section distant Southerly one hundred and ninety-six feet from its intersection with the Southerly limit of the Station Grounds of the Manitoba South Western Colonization Railway is the same as shown on a Plan of subdivision of part of said Quarter Section registered in the Carman Land Titles Office as Plan No. 32: Thence Easterly parallel with the said Southerly limit of Station Grounds Six hundred and sixty feet: Thence Southerly parallel with the Westerly limit of said Quarter Section to the Southerly limit thereof: Thence Westerly along the Southerly limit of the said Quarter Section Six hundred and sixty feet more or less to the South West corner thereof: Thence Northerly along the Westerly limit of the said Quarter Section to the place of beginning;  
EXCEPTING THEREOUT:

FIRSTLY - all that portion of the most Easterly Eighty feet in width of the most Westerly One Hundred and Sixteen feet in width of the South East Quarter of Section Twenty-five, in Township Six and Range Five, West of the Principal Meridian, in the Province of Manitoba, lying between two lines drawn at right angles to the Western Boundary of said Quarter Section through points in same distant Southerly thereon Nine Hundred and Seventy-Eight feet and One Thousand and Thirty-Six feet respectively from the Southern Limit of the Land taken for the Station Grounds of the Canadian National Railway, as shown on a Plan of Survey registered in the Carman Land Titles Office as No. 1126;

SECONDLY - in the Town of Carman, in the Province of Manitoba, and being all that portion of the West half of the South East Quarter of Section Twenty-five, in Township Six and Range Five, West of the Principal Meridian, lying to the South and West of the Right-of-Way of the Midland Railway, as said Right-of-Way is shown on a Plan thereof filed in the Carman Land Titles Office as No. 779;

THIRDLY - all that part of the West half of the South East Quarter of Section Twenty-five, in Township Six and Range Five, West of the Principal

Meridian, in Manitoba, bounded as follows:  
On the South by the Southerly limit of the said Quarter Section: On the West by the Westerly limit of the said Quarter Section: On the South West by the following described line commencing at a point in the Westerly limit of the said Quarter distant Northerly measured thereon Three Hundred and thirty four and Seven-tenths (334.7) feet from the South West corner of the said Quarter Section: Thence South Easterly on a course forming an angle of Forty degrees and Twelve minutes with the Westerly limit One Hundred and One tenth (100.1) feet: Thence on a curve to the left of Nineteen Hundred and fifty-nine and fifty-eight hundredths (1959.58) feet, radius to which the last described course is a tangent as distance of Three Hundred and fifty-seven (357) feet more or less to a point in the Southerly limit of the said Quarter Section distant Easterly measured thereon Three Hundred and fourteen (314) feet from the South West Corner of the said Quarter Section: and on the North East by a line drawn North East of parallel with and perpendicularly distant Ninety-nine (99) feet from the South Westerly boundary of the herein described parcel of land and the production North Westerly and South Easterly thereof;

FOURTHLY - Parcels One and Two, as shown on a Plan of Survey of a part of the Town of Carman, in Manitoba, registered in the Morden Land Titles Office as No. 1060.

AND WHEREAS the Lessor and the Lessee desire to conclude an agreement with respect to lease of the land on which the Grandstand and Racetrack are located;

FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. The Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor the land on which the

Grandstand and Racetrack are located, including all rights of way and appurtenances thereto, for a period of ten years, commencing on the 11th day of July, A.D. 1985.

2. The Lessee covenants to pay to the Lessor rent in the amount of One (\$1.00) Dollar per annum and other good and valuable consideration.

3. The Lessee covenants with the Lessor as follows:

(a) to repair reasonable wear and tear and leave the premises in good repair;

(b) that the Lessor may enter and view the state of repair;

(c) not to assign or sublet without the written consent of the Lessor;

(d) to pay all taxes levied against the Grandstand and Racetrack located on the lands.

4. The Lessor covenants with the Lessee for quiet enjoyment.

5. The terms "Lessor" and "Lessee" and references thereto herein shall include the executors, administrators, (successors in the case of corporation) and assigns of the

Lessor and Lessee respectively, and the said terms and references thereto in the singular number and feminine gender shall also include the plural number and masculine gender (and neuter in the case of a corporation), when the context so requires, and all covenants shall be construed as being joint and several.

6. Time will be of the essence of this agreement.

IN WITNESS WHEREOF the parties hereto have affixed their seals, duly attested by the hands of their proper officers on the date first above written.

TOWN OF CARMAN

PER: *[Signature]*

PER: *Bruce G. L.*

DUFFERIN AGRICULTURAL SOCIETY

PER: *R. B. McMill*

PER: *[Signature]*