

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BY-LAW NO. 203

A By-Law to ratify and approve an Agreement between the Corporation of the Township of Esquimalt and the Gorge Vale Golf Club Limited, for the purpose of fixing the assessment on land and improvements for a fixed term.

WHEREAS the Municipal Council of the Corporation of the Township of Esquimalt contemplate entering into an agreement hereinafter embodied in this By-Law with the Gorge Vale Golf Club, Limited, a Company duly incorporated under the laws of the Province of British Columbia with its Head Office at Victoria, British Columbia, for the purpose of fixing a definite sum as the annual assessment on land and improvements, for the purpose of Municipal taxation, and whereby the Gorge Vale Golf Club, Limited, would be assisted concerning their financial arrangements; the said proposed Agreement being in the words and figures following, that is to say:

THIS INDENTURE made the _____ day of December, in the year of our Lord one thousand nine hundred and twenty-nine.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP
OF ESQUIMALT.

- hereinafter called "The Corporations"
of the First Part,

-and-

GORGE VALE GOLF CLUB LIMITED, a Company
duly incorporated under the laws of the
Province of British Columbia, with its
head office at the City of Victoria,

- hereinafter called "The Company"
of the Second Part.

WHEREAS the Company has purchased under Agreement for sale from the Puget's Sound Agricultural Society Limited, and is assessed by the Corporation as the owner of certain land and premises situate within the corporate limits of the Township of Esquimalt, and being all and singular that certain piece or parcel of land and premises situate, lying and being in Esquimalt District, in the Province of British Columbia, and more particularly known and described as Lot "A" of the subdivision of part of Sections 2 and 10, Esquimalt District, according to the map or plan deposited in the Land Registry Office at the City of Victoria, and numbered 3501, containing in all 144.18 acres more or less. (which lands do not contain the portion marked "Naval and Military Cemeteries" on the said Plan).

AND WHEREAS it is intended by the said Company that the said lands shall be kept and used as an open space as and for a golf course and other recreational purposes and for the purposes of a country club, and the Company has requested the Corporation to grant certain aid in establishing the said golf course by fixing for a certain period a definite sum as the assessment on the land and improvements and improvements to be placed on said lands of the Company as herein provided.

AND WHEREAS the Corporation is desirous of assisting the Company as aforesaid.

NOW THIS INDENTURE WITNESSETH that in consideration of the mutual covenants on the part of the Corporation and of the said Company hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. In consideration of the said Company keeping the said lands as an open space and causing the same to be used for the purposes only of a golf course, and other recreational purposes, and for the purposes of a country club, as hereinbefore mentioned, and the necessary club houses, outhouses and sheds in connection therewith, the Corporation agrees with the said Company to fix and does hereby fix the annual assessment for the purposes of municipal taxation of the lands and improvements to be erected thereon, as follows:

The annual assessment for the purposes of municipal taxation on the land hereinbefore described shall be the sum of Sixty Thousand Dollars (\$60,000.00) and no more, for a period of fifteen years, commencing with the assessment for the year 1930; and the annual assessment for the purposes of municipal taxation on all buildings and improvements now or hereafter to be placed upon the said land shall be the sum of Five Hundred Dollars (\$500.00) and no more, for the period of fifteen years, commencing with the assessment for the year 1930, such assessment and payment of taxation at the current mill rate thereon to be in full satisfaction of all taxes of every kind and nature, payable by the Company to the Corporation in respect of the said lands and hereditaments.

2. In consideration thereof the Company agrees:

(a) That so long as the assessed value of the said lands is at the respective rates aforesaid, the said lands shall be kept as an open space and not used for any other purposes than the purposes mentioned in Clause 1 hereof.

(b) That the said Company will not during the said period require the Corporation to undertake, execute, or carry out any local improvements or other works within the area of the said described lands, pursuant to the terms of the Local Improvements Act.

(c) That if at any time during the said period the said lands or any part or parts thereof shall be sold or agreed to be sold or used for any other than the purposes mentioned in Clause 1 hereof, the said lands or the parts thereof so sold or agreed to be sold or used for any other purpose shall

forthwith thereafter become liable to re-assessment and shall be assessed in the same manner as other lands situate within the Corporation of the Township of Esquimalt, and this agreement shall thereupon no longer apply to such part or parts of the said lands so sold or used for such other purposes.

3. The Corporation shall as soon as practicable after this agreement has been duly executed by the Company, submit to the electors of the said Corporation of the Township of Esquimalt, who are entitled to vote thereon, for their assent, a By-Law embodying, validating and sanctioning this agreement and authorizing the assessment of the said lands as aforesaid.

4. This agreement shall only be binding upon the parties hereto upon being executed by the Corporation and the Company, and on the By-Law hereinbefore mentioned receiving the assent of the requisite number of the electors of the Corporation of the Township of Esquimalt who shall vote upon such By-Law, and if such assent shall not be given this agreement shall be absolutely null and void and of no effect whatsoever, notwithstanding its having been executed by any of the parties hereto, and the parties so executing shall not be bound or in any way affected thereby.

5. All costs of and incidental to the preparation of this agreement, and of any incidental to the preparing and passing of the necessary By-Law to be placed before the voters of the Corporation, shall be paid for by the Company, and the Company agrees to indemnify the Corporation against all such costs and expenses.

6. Upon this agreement becoming binding upon the Corporation the benefits hereof shall enure to, and the obligations hereof shall be binding upon the successors and assigns of the Company.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

The Corporate Seal of THE)
CORPORATION OF THE TOWNSHIP)
OF ESQUIMALT, was hereunto)
affixed in the presence of:)

The Corporate Seal of GORGE)
VALE GOLF CLUB LIMITED was)
hereunto affixed in the)
presence of:)

NOW THEREFORE the Municipal Council of the Corporation of the Township of Esquimalt enacts as follows:

1. After the assent of the electors has been given in manner hereinafter required and after the By-Law is in full force and effect, it shall be lawful for the said Corporation to execute, and deliver the said agreement as hereinbefore recited and set forth and on the execution thereof by both parties thereto the said agreement shall be deemed to form part of and be read with this By-Law and shall be fully validated according to the true tenure and effect thereof.
2. The terms, conditions and agreements contained in the hereinbefore recited agreement are hereby approved and the Parties thereto are hereby authorized and empowered to have, hold and exercise all the rights, powers and privileges mentioned or referred to in the said hereinbefore recited agreement subject to the terms, conditions and agreements therein set out.
3. This By-Law shall before the final passage thereof receive the assent of the electors of the Municipality of Esquimalt pursuant to the provisions of part six of the Municipal Act.
4. This By-Law may be cited as the "Gorge Vale Golf Club Limited Assessment By-Law".

PASSED by the Municipal Council of the Township of Esquimalt, on the 30th day of December, 1929.

RECONSIDERED, ADOPTED AND FINALLY PASSED by the Municipal Council this 23rd day of January, 1930.

"James Elrick"
Reeve

"G. H. Pullen"
Clerk