

# Salt Spring Island Fire Protection District

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## Memorandum of Understanding Agreement Bylaw No.121

A Bylaw to authorize the execution of an agreement with Tristar Communities Ltd. the Salt Spring Fire Rescue Foundation and the Salt Spring Fire Protection District.

The Trustees of the Salt Spring Island Fire Protection District enact as follows:

1. That Bruce Patterson, Chair of the Trustees, and Nell Bushby, Corporate Administrator for the Trustees, are hereby authorized to execute on behalf of the Improvement District an agreement with the Salt Spring Rescue Foundation relating to the Memorandum of Understanding in the terms of the draft agreement hereto attached as Schedule "A".
2. That Bruce Patterson, Chair of the Trustees, and Nell Bushby, Corporate Administrator for the Trustees, are hereby authorized to execute on behalf of the Improvement District all necessary instruments to give effect to the said agreement.
3. This bylaw may be cited as the "Memorandum of Understanding Agreement Bylaw No. 121"

Introduced and given first reading by the Trustees on the 16<sup>th</sup> day of September, 2013.

Reconsidered and finally passed by the Trustees on the 16<sup>th</sup> day of September, 2013.

\_\_\_\_\_  
Bruce Patterson, Chair of the Trustees

I hereby certify under the seal of the **Salt Spring island Fire Protection District** that this is a true copy of **Bylaw No.121**.

\_\_\_\_\_  
Nell Bushby, Corporate Administrator for the Trustees

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated for reference January 31, 2013

This is a Memorandum of Understanding between Tristar Communities Ltd., the Salt Spring Fire Rescue Foundation and the Salt Spring Island Fire Protection District.

Whereas:

A. Tristar Communities Ltd. ("Tristar") is the beneficial owner of the lands and premises located on Lower Ganges Road, Salt Spring Island, British Columbia legally described as:

PID: 028-671-180

Lot B Section 4 Range 2 East North Salt Spring Island Cowichan District Plan EPP13068

(the "Lands");

B. The Salt Spring Island Fire Protection District (the "District") is an improvement district incorporated under the *Local Government Act* (British Columbia) and provides fire protection services to the community of Salt Spring Island;

C. The Salt Spring Fire Rescue Foundation (the "Foundation") is a society incorporated under the *Society Act* (British Columbia) whose purposes include, inter alia, accepting donations from the private sector and utilizing such donations for the purchase of facilities and equipment and to supply resources to the District. The Foundation is also a registered charity and qualified donee under the *Income Tax Act* (Canada);

D. Tristar wishes and intends to donate and gift to the Foundation the approximately 0.8 hectare portion of the Lands shown as Lot 1 on the Proposed Subdivision Plan attached hereto as Schedule A (the "Fire Hall Lands") and thereby provide land to the Foundation and the District upon which the District intends to construct and operate a new fire hall.

THEREFORE, by this Memorandum of Understanding Tristar, the District and the Foundation hereby confirm and record the terms of their mutual understanding as follows:

1. Subject to completion of the subdivision of the Lands to create the Fire Hall Lands, and as soon thereafter as is reasonably practicable, Tristar will gift and donate the Fire Hall Lands to the Foundation by way of delivering to the Foundation a Form A - Freehold Transfer executed in registrable form together with such other documents as may be reasonably required to effect a transfer of the Fire Hall Lands to the Foundation, free and clear of all liens, mortgages and financial encumbrances.

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2. The District and the Foundation will bear the costs of effecting the subdivision of the Lands to create the Fire Hall Lands and the costs of effecting the transfer of the Fire Hall Lands to the Foundation including, without limitation, Property Transfer Tax, if any, and the costs associated with the extension of the sewer connection over the new lot, payable in respect thereof. In addition, the District and the Foundation will be responsible for all costs and expenses associated with the Fire Hall Lands, including property taxes, from and including the date upon which the transfer of the Fire Hall Lands is registered in the Victoria Land Title Office. Insofar as Tristar is entitled to a credit or liable for a debit for any such expenses, the credit or debit, as the case may be, will be factored in to the calculation of the fair market value of the Fire Hall Lands contemplated in paragraph 4 below.

3. Upon completion of the transfer of the Fire Hall Lands to the Foundation, the Foundation will issue to Tristar an official receipt containing the information prescribed by Regulation 3501 made under the *Income Tax Act* (Canada).

4. For the purpose of the official receipt referred to in paragraph 3 above, the fair market value of the Fire Hall Lands will be the fair market value thereof as determined by an independent appraisal commissioned by Tristar less all reasonable costs incurred by the Foundation and the District in effecting the subdivision of the Lands to create the Fire Hall Lands and to transfer the Fire Hall Lands to the Foundation. For clarity, in this section 4 the reference to "all reasonable costs" in the preceding sentence means the direct costs incurred in effecting the subdivision and transfer of the Fire Hall Lands to the Foundation (that is, surveyor's fees, plan preparation fees, land title office fees, legal fees and disbursements associated with the subdivision and transfer) and shall not include Property Transfer Tax, if any, or the costs associated with the extension of the sewer connection over the new lot.

5. The parties will provide all reasonable assistance to each other to carry out and give effect to their mutual understanding recorded herein.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding this 7 day of April, 2013.

May

Tristar Communities Ltd. by its  
authorized signatory:

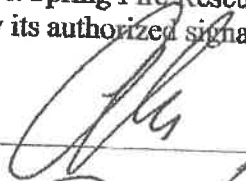

Salt Spring Island Fire Protection District  
by its authorized signatory(ies):

NORMAN SPATTERSON (CHAIR)

MICHAEL SCHAUBERT  
TRUSTEES

Salt Spring Fire Rescue Foundation  
by its authorized signatory(ies):

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