

## CONTRIBUTION AGREEMENT

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BETWEEN:

TOWN OF GIBSONS  
Box 340  
Gibsons, BC V0N 1V0

(the "**Town**")

OF THE FIRST PART

AND:

GIBSONS AND DISTRICT PUBLIC LIBRARY BOARD  
c/o Roger Swickis, Chair  
470 South Fletcher Road  
Gibsons, BC V0N 1V0

(the "**Contributor**")

OF THE SECOND PART

### WHEREAS:

- A. The Town is the owner of lands located at 470 South Fletcher Road, Gibsons, BC legally described as:  
  
PID: 007-897-138  
Legal Description: Lot 4, Block A, District Lot 686, Plan 14197  
  
(the "**Lands**");
- B. The Gibsons and District Public Library is located on the Lands (also known as "Holland Park"), and pays a lease of \$1 per year to the Town;
- C. The Council for the Town wishes to conduct a Harbour Area Plan Study that includes the Lands to determine the appropriate uses in relation to the Lands;
- D. The Town will be contributing FORTY THOUSAND (\$40,000.00) DOLLARS of the SEVENTY FIVE THOUSAND (\$75,000.00) DOLLARS needed to retain the consultant to prepare the Harbour Area Plan Study in relation to the Lands;
- E. The Contributor has offered to provide TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS to the Town toward the cost of the Harbour Area Plan Study;

**NOW THIS AGREEMENT WITNESSES** that the contributor hereby agrees with the Town as follows:

1. The Contributor will pay to the Town the sum of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS by no later than December 31, 2009, as the Contributor's contribution to the cost of the Town contracting with a consultant to prepare a Harbour Area Plan Study in relation to the Lands.
2. The Contributor confirms that this contribution will be used to assist the Town to conduct the Harbour Area Plan Study for the benefit of the community.
3. Notwithstanding the Contributor's contribution, the Town shall retain complete control of the use, zoning and development of the Lands and shall not be fettered in any way in the exercise of its statutory powers.
4. By entering into this Agreement and by contributing to the cost of the Harbour Area Plan Study, the Contributor does not obtain any legal or equitable right or interest in or to the Harbour Area Plan Study or to the Lands or any development which may occur on the Lands and waives any claim in unjust enrichment against the Town in relation to the Harbour Area Study Plan and development, if any, of the Lands.
5. The Town represents that the Harbour Area Plan Study process will result in a decision regarding whether the Library may continue to be located in Holland Park, and whether a library expansion in Holland Park will be possible.
6. The Town will provide to the Contributor an accounting indicating that the full \$25,000 has been spent on the Harbour Area Plan Study process.
7. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assignees.
8. Time is of the essence in this Agreement.
9. This agreement is to be construed in accordance with and governed by the laws applicable to the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed the within Agreement as of the day and year first above written.

TOWN OF GIBSONS )  
by its authorized signatories: )  
 )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
\_\_\_\_\_)  
Corporate Officer )

GIBSONS AND DISTRICT PUBLIC LIBRARY )  
by its authorized signatories: )  
 )  
 )  
\_\_\_\_\_)  
Chair )  
 )  
 )  
\_\_\_\_\_)  
Trustee )