

VILLAGE OF CHASE

BY-LAW NO. 172

WHEREAS it is provided by Section 621(1)(c) and 621(2)(b) of the Municipal Act, that Council may by By-Law lease any real property owned by the Village.

AND WHEREAS the Council of the Village of Chase has agreed to a Five Year lease to the Shuswap Rock Club the lands hereinafter described and on the terms and conditions contained in the Indenture of Lease attached hereto, and marked as Schedule "A".

NOW THEREFORE, the Council of the Village of Chase in open meeting assembled ENACTS AS FOLLOWS:

- (1) The Village of Chase is hereby authorized to lease land described as:

Lot 14
Block "U"
Plan 794
District Lot 517, K.D.Y.D.

- (2) The Mayor and the Clerk of the Village of Chase are hereby authorized and empowered to execute the paid Indenture of Lease under the Seal of the Village.

READ A FIRST TIME the 13th day of APRIL, A.D. 1978.

READ A SECOND TIME the 13th day of APRIL, A.D. 1978.

READ A THIRD TIME the 27th day of APRIL, A.D. 1978.

RECONSIDERED, FINALLY PASSED AND ADOPTED this 11th day of MAY, A.D. 1978.

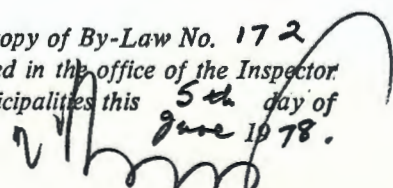

Mayor


Clerk

I hereby certify the foregoing to be a true and correct copy of By-Law No. 172 as adopted on the 11th day of MAY 1978.


Clerk

A true copy of By-Law No. 172
registered in the office of the Inspector
of Municipalities this 5th day of
June 1978.


Deputy Inspector of Municipalities

This Indenture made the 25th day of

May in the year of our Lord one thousand nine hundred and Seventy-Eight. SCHEDULE "A"

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN

Village of Chase, a body corporate, having its registered office in the Village of Chase, Province of British Columbia

hereinafter called the Lessor of the FIRST PART,

AND

SHUSWAP ROCK CLUB
Post Office Box 583
Chase, B. C.

hereinafter called the Lessee of the SECOND PART,

WITNESSETH that in consideration of the Rents, Covenants, Conditions and Agreements hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee, ALL AND SINGULAR those certain lands, premises and buildings situate in the VILLAGE of Chase in the Province of British Columbia and known and described as

Lot 14
Block "U"
Plan 794
District Lot 517
K.D.Y.D.

hereinafter called the Premises,
JULY

FROM the FIRST day of

one thousand nine hundred and Seventy-Eight

FOR THE TERM OF FIVE (5) YEARS

thence ensuing,

YIELDING therefor during the said term the RENT of ONE

Dollars (\$ 1.00)

payable at the office of the ~~Lessor's Agent~~, Village of Chase on the first day of July of each year of this Lease.

PROVIDED ALWAYS and it is hereby agreed between the Lessor and the Lessee as follows:

- (a) This Lease may be terminated by either the Lessor or the Lessee by submitting a notice of termination in writing six months in advance.
- (b) That any building constructed be of a removable nature - no basement foundation.
- (c) That the Lessee assume all Liability in connection with the proposed building and intended use of the land.
- (d) That the proposed building be available for use by other handicraft groups, providing they are willing to share in the utility and maintenance costs.
- (e) That the Lessee agrees to pay all utility installation costs and monthly rates.
- (f) That the Lessee shall be responsible for the proper maintenance of the land while under the use of the Lessee, and upon termination of said Lease, shall leave the premises in good condition.

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

Signed, Sealed and
Delivered in the
presence of

VILLAGE OF CHASE

Agnes Sweet
Witness

David Humphreys
Mayor

Shirley Simpson
Clerk

Ray
SHUSWAP ROCK CLUB

W. E. ...
