

VILLAGE OF CHASE

BYLAW NO. 273

WHEREAS it is provided by Section 679 (1) (c) and 679 (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 for a FIVE year lease to the Chase Women's Institute, the lands and improvements 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 AND FOLLOWS:

(1) The Village of Chase is hereby authorized to lease land and improvements situate on, and described as:

Lots 7, 8, 9, and 10,
Plan 3532,
District Lot 517
Kamloops Division Yale District


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

READ A FIRST TIME the 23rd day of February, 1984, A. D.

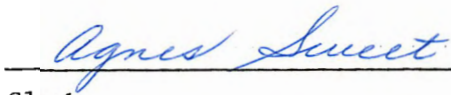
READ A SECOND TIME THE 23rd day of February, 1984, A. D.

READ A THIRD TIME THE 8th day of March, 1984, A. D.

RECONSIDERED, FINALLY PASSED AND ADOPTED this 22nd day of March, 1984, A. D.



Mayor

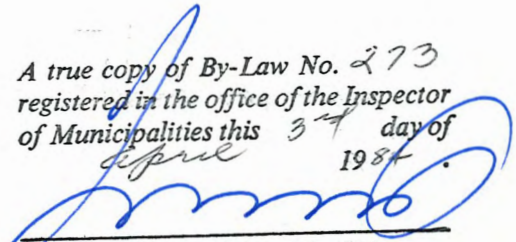


Clerk

I hereby certify the foregoing to be a true and correct copy of By-law No. 273 as adopted on the 22nd day of March, 1984.



Municipal Clerk

A true copy of By-Law No. 273
registered in the office of the Inspector
of Municipalities this 3rd day of
April 1984.


Inspector of Municipalities

THAT THE SAID LESSEE COVENANTS WITH THE SAID LESSOR:

To repair, reasonable wear and tear and damage by fire, lightning, tempest and earthquake excepted; AND to give to the Lessor or his agent immediate notice of any defect in water, gas or other pipes or fixtures, heating apparatus, elevator, electric or other wires or fixtures:

AND that the Lessor may enter and view state of repair and that the Lessee will repair according to notice, reasonable wear and tear,

AND that the Lessee will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning, tempest and earthquake excepted;

AND will keep and leave whole and in good order all electric fixtures, glass, locks, fastenings, hinges, window shades, under the control of and used by the Lessee and will keep and leave all brass, copper or other metals and all windows, in on or attached to the premises, cleaned and polished and will at all times keep the grates of any furnace or heater clear and free from accumulation of ashes;

AND will not assign without leave; AND will not sublet without leave;

AND will not use the premises nor allow the premises to be used for any other purpose than that for which the premises are hereby leased, namely:

Recreation, weddings, funerals, catering, meetings, display

AND will not carry on nor do, nor allow to be carried on or done on the premises any sales by auction, nor any work, business, occupation act or thing whatever which may be or become a nuisance or annoyance to the Lessor, the public or any other occupant of the said building or which may increase the hazard of fire or liability of any kind or which may increase the premium rate of insurance against loss by fire or liability upon the said building or the premises or invalidate any policy of insurance of any kind upon or in respect of same or which may cause or result in excessive use or waste of water in the said building or the premises:

AND will not drive nails or screws into nor drill into nor cut, mark nor in any way deface any part of the premises;

AND will not make any alterations in the structure, plan or partitioning of the premises nor install any plumbing, piping, wiring, or heating apparatus without the written permission of the Lessor or his agents first had and obtained and at the end or sooner determination of the said term will restore the premises to their present condition if called upon to do so by the Lessor but otherwise all repairs, alterations, installations and additions made by the Lessee upon the premises, shall be the property of the Lessor and shall be considered in all respects as part of the premises; AND will indemnify and save harmless the Lessor from and against all and all manner of claims for liens for wages or materials, or for damage to persons or property caused during the making of or in connection with any repairs, alterations, installations and additions which the Lessee shall make or cause to be made on the premises; AND will allow the Lessor to post and will keep posted on the premises any notice that the Lessor may desire to post under the provisions of the Mechanics Lien Act;

AND will erect, place, use or keep in or upon the premises only such shades, window blinds, awnings, projections, signs, advertisementions, lettering, devices, painting or decoration as are first approved in writing by the Lessor, and upon the expiration or determination of this Lease will remove the same if required to do so by the Lessor:

AND will indemnify and save harmless the Lessor from and against all and all manner of actions or causes of action, damages, loss, costs or expenses which he may sustain, incur or be put to by reason of any advertising signs now existing or which may hereafter be erected by the Lessee upon, over, projecting from or above the said building or the premises, and will pay the premiums charged upon any bond of indemnity or liability insurance policy in respect of such signs issued upon the demand of Civic, Municipal or other authorities provided always that the Lessor shall from time to time and at all times hereafter be at liberty to examine the said signs, and that the Lessee will repair or strengthen the same upon notice from the Lessor, and if the Lessee shall fail to comply with such notice, the Lessor shall be at liberty to repair or strengthen the said signs, and the costs, charges and expense of so doing shall be forthwith paid by the Lessee to the Lessor, but the giving of such notice and the undertaking of such repairs or strengthening by the Lessor shall not be deemed an acknowledgement or admission of any liability or responsibility on the part of the Lessor;

AND will not cover nor obstruct the glass doors, partitions, transoms, windows; lights and skylights which reflect or admit light into any passageway or other place in the said building;

AND will not bring into or upon the premises any safe, motor, machine or other heavy articles without the consent of the Lessor in writing first had and obtained, and will immediately make good any damage done to any part of the building or premises by bringing in or taking away the same;

AND will keep lighted continuously from dusk until midnight of each and every night of the said term the front entrance and the front windows of the premises with good and sufficient electric lights.

AND will provide receptacles for refuse and rubbish of all kinds, and will attend to the removal of the same from the premises at regular intervals, and will not keep nor leave any boxes, packing material or rubbish of any kind in or near the premises or any passage connected with same;

AND will observe, obey and conform to and cause his employees to observe, obey and conform to all rules and regulations from time to time made by the Lessor with regard to the management, use or occupation of the said building and the premises;

AND will comply promptly at his own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Dominion, Provincial, Civic, Municipal and other authorities, or Association of Fire Insurance Underwriters or Agents and all notices in pursuance of same whether served upon the Lessor or the Lessee will indemnify and save harmless the Lessor from and against all and all manner of actions or causes of action, damages, loss, costs or expenses, which he may sustain, incur or be put to by reason of any neglect of same or non-compliance therewith or by reason of any defect, deficiency, disrepair, depreciation, damage or change in or to the premises, or any injury or damage to any person or to any goods and chattels contained in, upon or about the premises, however caused;

AND will allow notices "To Let" to be put and remain on the premises in a conspicuous position for at least sixty days prior to the expiration of this lease and will allow prospective purchasers or tenants to enter and inspect the premises on week days during the said sixty days;

AND at the expiration or sooner determination of this lease will peaceably surrender and give up possession of the premises without notice from the Lessor, any right to notice to quit or vacate being hereby expressly waived by the Lessee, any law, usage or custom to the contrary notwithstanding:

THIS LEASE may be terminated by either the Lessor or the Lessee by submitting a notice of termination in writing six months in advance.

AND IT IS HEREBY AGREED

THAT the whole contract and agreement between the parties hereto is set forth herein, that the Lessee has leased the premises after examining same, that no representations, warranties or conditions have been made other than those expressed or implied herein, and that no agreement collateral hereto shall be binding upon the Lessor unless it be made in writing and signed by the Lessor;

THAT no waiver of nor neglect to enforce the right to forfeiture of this lease or the right of re-entry upon breach of any covenant, condition or agreement herein contained shall be deemed a waiver or such rights upon any subsequent breach of the same or any other covenant, condition or agreement herein contained;

THAT any notice to be served hereunder shall be deemed to be sufficiently served on the Lessee if addressed to the Lessee and left on the premises;

THAT if the Lessor shall be unable to deliver possession of the premises at the time of the commencement of the said term, neither the Lessor nor his agents shall be liable for any damage or loss caused thereby, nor shall this lease be void or voidable, nor the date of the expiration of same be changed by reason thereof, but in such event the Lessee shall only be liable for rent at the rate hereby reserved from such time as the Lessor shall be able to deliver possession of the premises;

THAT the Lessor shall not be responsible for any damage to the premises or to any person or to merchandise, goods, chattels, machinery or equipment contained therein howsoever caused;

THAT the Lessor shall not be responsible for or in regard to the sufficiency or insufficiency of any safe or vault used by the Lessee to withstand fire, burglars or thieves, and that the use of such safe or vault is accepted by the Lessee at his own risk and without any recourse whatever against the Lessor for or on account of any loss or damage which may occur in any manner of or to any money, securities, valuables, books, papers or other property which may be placed therein by the Lessee;

THAT the Lessor shall not be responsible for any loss, damage, or expense caused by any overflow or leakage of water from any part of the said building, or any adjoining buildings, occasioned by the use, misuse or abuse of water or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner or by seepage from adjoining lands or premises or by any accident or misadventure to or arising from the use and operation of machinery, elevator, heating apparatus, electric wiring and appliances, or other pipes and appliances or any fixtures or by reason of any structural defects in the building or premises or by any other matter or thing whatsoever.

THAT the Lessor shall be under obligation to supply water, heat, light, sanitation, insurance to the Lessee upon the premises:

THAT in the event there are permanent fixtures installed into the building during the term of the Lease such fixtures will become the property of the Lessor.

THAT no space attached, appurtenant to or connected with the premises lying in, on or under any public highway or other public or quasi-public property is included in this lease and that the Lessor shall not be responsible for any loss or damage caused by any interference with or taking away of the whole or any part thereof and that the Lessee shall not be relieved from any of the covenants and conditions of the lease nor be entitled to any abatement of rent in respect of any such interference or taking:

THAT in the event of the said building or the premises being condemned in whole or in part because of the unsafe condition thereof, this lease shall cease and determine upon the date of such condemnation, and the Lessor shall not be responsible for any loss, damages or expense which the Lessee may suffer or incur by reason of the same:

THAT any yard, passage, alley or area connected with said building is for the use of all the occupants of the said building and that the Lessee will not obstruct nor hinder the use of same by other occupants of the said building and their employees, agents and customers and that the Lessee will keep clean and sanitary the portion of same situated in the rear of or adjacent to the premises:

THAT the sole and exclusive right to use or to lease to others for their use the roof or exterior side and rear walls of the said building is reserved to and retained by the Lessor:

THAT the Lessor shall have the right at any time during the said term to repair, remodel, alter, improve or add to the premises or the whole or any part of the building of which the premises form a part or to change the location of the entrance or entrances to the said building and the premises without compensation or responsibility to the Lessee and for such purposes, if necessary, to enter into, pass through, work upon and attach scaffolds or other temporary structures to the premises, putting the Lessee to no unnecessary inconvenience:

THAT any rights or privileges which may accrue or enure to or for the benefit of the Lessor by virtue of any law governing the relations of Landlord and Tenant not specifically mentioned herein and not inconsistent with the terms and conditions hereof and all rights of enforcement of same shall be deemed to be hereby reserved to and claimed by the Lessor:

THAT if the Lessor shall suffer or incur any damage, loss or expense or be obliged to make any payment for which the Lessee is liable hereunder by reason of any failure of the Lessee to observe and comply with any of the covenants of the Lessee herein contained then the Lessor shall have the right to add the cost or amount of any such damage, loss, expense or payment to the rent hereby reserved, and any such amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recovery of rent in arrear:

THAT in case the premises or any part thereof shall at any time during the said term be burned down or damaged by fire so as to render the same unfit for the purpose of the Lessee, the rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained, shall be suspended and abated until the premises shall have been rebuilt or made fit for the purpose of the Lessee, or at the option of the Lessor the said term shall in such case forthwith come to an end, and the Lessee shall cease to be held liable for payment of rent except such rent as shall have already accrued due, and shall be entitled to be repaid any rent paid in advance for the balance of the period so paid for in advance:

THAT whensoever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee he may use such force as he may deem necessary for that purpose and for gaining admittance to the premises without being liable to any action in respect thereof, or for any loss or damage occasioned thereby and the Lessee hereby expressly releases the Lessor from all actions, proceedings, claims demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Lessee in connection therewith.

THAT in case the Lessee shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or in case the premises or any part thereof become vacant and unoccupied for a period of thirty days or be used by any other person or persons, or for any other purpose than as hereinbefore provided, without the written consent of the Lessor, this lease shall, at the option of the Lessor, cease and be void, and the term hereby created expire and be at an end and the Lessor may re-enter and take possession of the premises as though the Lessee or his servants or other occupant or occupants of the premises were holding over after the expiration of the

said term, and the term shall be forfeited and void:

THAT if the Lessee shall hold over and the Lessor shall accept rent after the expiration of the said term, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month:

THAT any additional covenants, conditions or agreements set forth in writing and attached hereto whether at the commencement of the said term or at any subsequent time and signed or initialled by the parties hereto shall be read and construed together with as part of this lease, provided always that when the same shall be at variance with any printed clause in this lease, such additional covenants, conditions and agreement shall be deemed to supersede such printed clause:

THAT all grants, covenants, conditions, provisoes, agreements, rights, powers, privileges and liabilities contained herein shall be read and construed as granted to, made and reserved by, imposed upon and undertaken by the parties hereto and their respective heirs, executors, administrators, successors and assigns, and that wherever the singular or the masculine pronoun is used the same shall be construed as meaning the plural or feminine and that the Lessor may perform any act hereunder in person or by and through an agent:

PROVISO FOR RE-ENTRY BY THE LESSOR on non-payment or rent, or nonperformance of covenants. The Lessor in pursuance of this proviso shall have the right to break into the premises to obtain possession thereof and the Lessee hereby waives all claims for damage to or loss of any of the Lessee's property caused by the Lessor in re-entering and taking possession of the premises and no action taken by the Lessor in pursuance of this proviso whether under what are generally known as summary proceedings or otherwise shall be deemed to absolve, relieve or discharge the Lessee from liability hereunder and this proviso shall extend and apply to all covenants whether positive or negative.

THE LESSOR COVENANTS WITH THE LESSEE for quiet enjoyment.

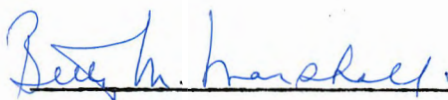
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, the day and year first above written:

SIGNED, SEALED AND DELIVERED


in the presence of



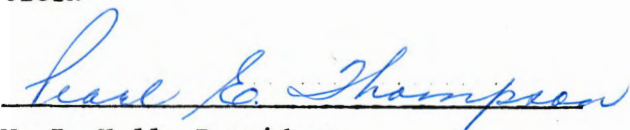
J. H. Davis
Mayor



Betty M. Harshey
Witness



Agnes Sweet
Clerk



W. I. Hall, President