

VILLAGE OF CHASE

BY-LAW NO. 366

WHEREAS it is provided by Section 679(1) (c) 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 on a one year lease to the Chase Players Society 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".

The Municipal Council of the Village of Chase, in open meeting assembled, ENACTS AS 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.


This Bylaw may be cited as "Village of Chase Hall Lease Bylaw No. 366, 1988".

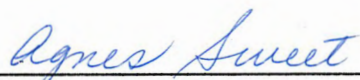
READ A FIRST TIME THIS 22nd day of December, 1987.

READ A SECOND TIME THIS 22nd day of December, 1987.

READ A THIRD TIME THIS 25th day of February, 1987.

RECONSIDERED AND FINALLY ADOPTED THIS 10th day of March, 1988.

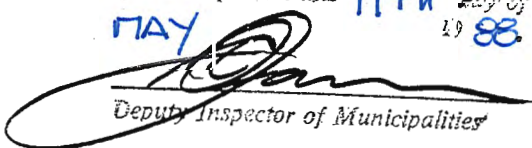

MAYOR


CLERK.

Certified a true copy of Bylaw No. 366, 1988, of the Village of Chase.


Clerk

A true copy of By-Law No. 366
registered in the office of the Inspector
of Municipalities this 11th day of
MAY 19 88.


Deputy Inspector of Municipalities

THIS INDENTURE made the 11th day of March, A.D. 1988.

IN PURSUANCE OF THE "LAND TRANSFER FORM ACT, PART 2."

BETWEEN:

VILLAGE OF CHASE, a duly created
Village having offices at 809 Shuswap,
in the Village of Chase, Province of
British Columbia

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

CHASE PLAYERS SOCIETY,
c/o Dr. S. Rollheiser, having an address at
Box 401, in the Village of Chase, in the
Province of British Columbia V0E 1M0

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSETH, the said Lessor doth demise unto the said Lessee,
his executors, administrators and assigns, ALL AND SINGULAR that certain
parcel or trace of land and premises situate, lying and being in the Village
of Chase, Province of British Columbia more particularly known and
described as:

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

TOGETHER with all buildings thereupon erected, or hereafter during the
term hereby granted, to be erected, and also with all ways, paths,
passages, waters, water courses, privileges, advantages and appurtenances

Hunter Tolson Clarke

whatsoever to the said premises belonging or otherwise appertaining and including all of the personal property and goods located in the premises at the date hereof.

From the 1st day of March, 1988 for the term of one (1) year thence ensuing.

YIELDING during the said term therefor the rent of ONE (\$1.00) DOLLAR of lawful money of Canada, payable in full on the 1st day of March, 1988.

1. The Lessee covenants with the Lessor:

- (a) to pay rent; and to pay rates for telephone;
- (b) to repair; reasonable wear and tear to interior and exterior and repairs or alterations required by government agencies are excepted;
- (c) to allow the Lessor to enter and view state of repair, and the Lessee will repair according to notice;
- (d) to not assign without leave; and to not sublet without leave;
- (e) to leave premises in good repair;

- (f) To not carry on any business that shall be deemed a nuisance on the premises and to use the premises for community events, whether public or private, including but not limited to: recreation, weddings, funerals, catering, meetings, display and bingo.
 - (g) to not make any alterations whatsoever of the premises without the consent of the Lessor.
 - (h) to maintain general liability insurance and property insurance for its goods in form and amount satisfactory to the Lessor which names the Lessor as an insured party.
 - (i) to indemnify and save harmless the Lessor from and against all and all manner of actions or causes of action, damages, loss, costs or expenses whatsoever he may sustain by reason of the actions of the Lessee, his agents, servants, employees or invitees during the term of this Lease.
2. PROVISO for re-entry by the said Lessor on non-payment of rent, or non-performance of covenants.
 3. PROVISO for re-entry on seizure of forfeiture of the said term.
 4. The Lessor covenants with the Lessee:

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- (a) for quiet enjoyment.
 - (b) to pay rates for water, sewer, garbage, electric light and gas.
 - (c) to insure the premises and the Lessor's contents for loss or damage by fire and other insurable perils.
5. The parties will upon the Lessee taking possession from time to time thereafter, at the request of the Lessor, conduct an inventory of the personal property and goods in the premises and the Lessee agrees to replace at its expense any missing items.
 6. The Lessee shall provide to the Chase Womens' Institute without charge a meeting room for one (1) day per month during the term.
 7. The Lessee shall provide to the Lessor a full financial accounting of the revenues and expenses from the lands and premises as often as required by the Lessor and for this purpose will allow the Lessor to inspect its books of record. The accounting shall include in revenue the usual rent payable for each occasion the Lessee uses the land and premises for its own purposes and events.
 8. At the end of each calendar year the Lessee agrees to spend or hold in trust any excess of revenues over expenses from the lands and premises on improvements to the premises. Such improvements are to be agreed to by both the Lessor and Lessee.

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9. The parties agree that either party may terminate this Lease at anytime by giving six (6) months' written notice to the other.

10. PROVIDED ALWAYS that if the Lessee shall hold over and after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

11. Wherever the singular or the masculine are used in this document, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto, where the context or the parties so require.

IN WITNESS WHEREOF the said parties hereto have hereunto set


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their hands and seals.

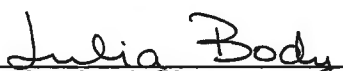
THE CORPORATE SEAL OF)
VILLAGE OF CHASE, was)
hereunto affixed in the presence)
of:)


_____)
Authorized Signatory)

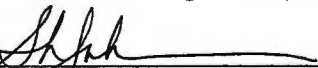
C/S


_____)
Authorized Signatory)

THE SEAL OF CHASE PLAYERS)
SOCIETY was hereunto affixed)
in the presence of:)


_____)
Authorized Signatory)

C/S


_____)
Authorized Signatory)

DATED _____, A.D. 1988

BETWEEN:

VILLAGE OF CHASE

OF THE FIRST PART

AND:

CHASE PLAYERS SOCIETY

OF THE SECOND PART

STATUTORY LEASE

HUNTER JEBSON CLARKE
Barristers & Solicitors
248 - 2nd Avenue
Kamloops, British Columbia
V2C 2C9 372-5542

BDR11(a)