

CITY OF CASTLEGAR

BYLAW 763

A bylaw to authorize the leasing of City owned property to the Castlegar and District Senior Citizen's Association.

WHEREAS pursuant to the provisions of Sub-Sections 679 (1)(c) and 679 (2)(b) of the Municipal Act, the Council may by bylaw lease City owned property for a term of five (5) years or less without the assent of the electors;

NOW THEREFORE the Council of the City of Castlegar, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the "Senior Citizen's Association Lease Bylaw No. 763".
2. That the City of Castlegar enter into a lease with the Castlegar and District Senior Citizen's Association, Branch No. 46, as outlined in Appendix "A" which is attached hereto and forms part of this bylaw.
3. That the Mayor and Clerk of the City of Castlegar are hereby authorized to execute such lease on behalf of the City of Castlegar.
4. Senior Citizen's Association Lease Authorization Bylaw 574 is hereby repealed.
5. This bylaw shall come into full force and effect upon adoption.

READ A FIRST TIME on the 19th day of March, 1996.

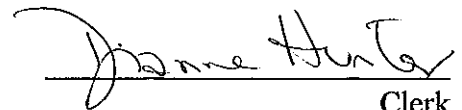
READ A SECOND TIME on the 19th day of March, 1996.

READ A THIRD TIME AND PASSED on the 19th day of March, 1996.

ADOPTED on the 2nd day of April, 1996.



Mayor



Clerk

THIS AGREEMENT made the 2nd day of April, 1996.

BETWEEN: THE CITY OF CASTLEGAR
460 Columbia Avenue, in the
City of Castlegar, in the Province
of British Columbia V1N 1G7

(hereinafter called the "Lessor")

OF THE FIRST PART

AND: CASTLEGAR AND DISTRICT
SENIOR CITIZEN'S ASSOCIATION, BRANCH NO. 46
210 Eleventh Avenue, in the
City of Castlegar, in the Province
of British Columbia V1N 1J2

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the registered owner of certain lands and premises lying and being in the Province of British Columbia, and more particularly known and described as:

Lot "B", district Lot 4598, Plan 4149

(hereinafter called the "Lands")

AND WHEREAS the Lessor wishes to grant a leasehold interest of the Lands to the Lessee in order that the Lessee may carry on activities of benefit to the Lessee and of benefit to the Lessor and to the citizens of Castlegar;

AND WHEREAS there is located on the Lands a building owned by the Lessor and having a municipal address of 210 - 11th Avenue, Castlegar, British Columbia

(hereinafter referred to as the "Building");

AND WHEREAS subject to the terms of this lease the parties intend and desire that, during the term of this lease and any renewal thereof, the Lessee shall have the use and benefit of the Lands and Building

(hereinafter referred to as the "Premises")

and the responsibility for maintenance and upkeep of the Premises, to the same extent and in the same manner as if the Lessee were the legal and beneficial owner of the Premises.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the terms and conditions herein contained, the Lessor does demise and lease unto the Lessee, its successors and assigns, the Premises.

TO HAVE AND TO HOLD the same unto the Lessee, its successors and assigns, for so long as this lease has not been terminated as hereinafter provided, for a term of five (5) years, commencing on 1st day of May, 1996 and ending on the 30th day of April, 2001, and renewable thereafter on the same or such other terms as may be mutually acceptable to the parties hereto. Neither party shall be obliged to agree to any amendment or renewal of this lease.

YIELDING AND PAYING during the said term unto the Lessor rent of \$1.00 per year payable on the execution of this agreement and on the first day of each and every May thereafter until this lease or any renewal thereof shall terminate.

LESSEE'S COVENANTS:

THE LESSEE COVENANTS with the Lessor as follows:

TO pay rent and to pay rates and charges for utilities, including electricity, gas and telephone;

AND TO preserve and maintain the Premises at no cost to the Lessor, and the Lessee hereby agrees to indemnify and save harmless the Lessor from any such costs;

AND, without limiting the generality of the foregoing, at its own cost to:

- (a) maintain all landscaped areas;
- (b) provide all necessary janitorial services; and
- (c) maintain and repair all furnishings owned and installed by the Lessee;

AND THAT the Lessor may enter and view the state of maintenance and that the Lessee will maintain according to notice;

AND THAT if the Council of the Lessor shall approve subletting by the Lessee, any profits made thereby by the Lessee shall be used only to restore, repair, preserve, maintain and improve the Building or other structures on the Lands;

AND TO preserve and maintain the Premises as a Senior Citizen's Cultural and Recreational Centre;

AND TO abide by and comply with all laws, bylaws, and regulations applicable to the use and occupation of the premises, and without limiting the generality of the foregoing, to ensure that all required building permits are applied for and obtained prior to any work on the Building or the Lands being undertaken;

AND TO provide at its cost any insurance deemed necessary by the Lessee for contents of the Premises;

AND NOT to do or suffer to be done upon the Premises anything whereby the Lessor's policies of insurance with respect to the Premises may be rendered void or voidable or which may increase the premium rate for such insurance;

AND NOT to assign, mortgage, charge or otherwise encumber the Lessee's interest in this lease.

LESSOR'S COVENANTS:

THE LESSOR covenants with the Lessee as follows:

FOR quiet enjoyment;

TO maintain property damage and comprehensive general liability insurance;

AND TO repair the Building to provide conformance with building and other applicable regulations.

GENERAL TERMS:

THIS LEASE and all the provisions thereof shall be subject to any and all easements and rights-of-way registered against the Lands prior to the 1st day of May, 1996.

THE LESSEE may install on the Premises such furniture, fixtures and equipment as it may require for its business therein, and not being in default may remove the same at the termination of the lease or any renewal thereof.

SIGNED ON BEHALF OF CASTLEGAR
AND DISTRICT SENIOR CITIZEN'S
ASSOCIATION, BRANCH 46


Authorized Signatory

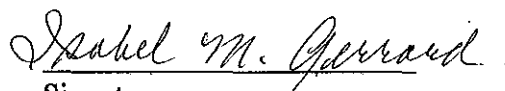

Authorized Signatory

WITNESSED BY:

NAME: _____

ADDRESS: _____
"G" 1429 MEADOWBROOK DR
CASTLEGAR BC

OCCUPATION: RETIRED


Signature

IF the Lessee shall become insolvent or bankrupt or make an assignment for the benefit of creditors or cease to exist, or in case the Premises shall be abandoned by the Lessee this lease shall, at the option of the Lessor, immediately terminate, and the Lessor may re-enter the Premises.

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

PROVISO for re-entry by the Lessor for the nonpayment of rent by the Lessee or the breach of any of the Lessee's Covenants, 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.

ALL notices required to be given shall be duly served and properly given if mailed by certified mail to the addresses of the parties first above written or such other address as the parties may from time to time give each other notice of.

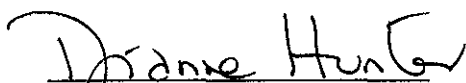
THIS AGREEMENT shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

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

THE CORPORATE SEAL OF THE CITY OF)
 CASTLEGAR was hereunto affixed in the)
 presence of:)
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 Mayor



 Clerk