

ATTACHMENT A

LEASE

THIS LEASE dated for reference the _____ day of _____, 2018.

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, BC V9R 5J6

(the "**City**")

OF THE FIRST PART

AND:

NANAIMO EQUESTRIAN ASSOCIATION
(#S0034507)

3033 Landmark Crescent
Nanaimo, BC V9R 5L3

(the "**Lessee**")

OF THE SECOND PART

WHEREAS the City is the owner in fee simple of land commonly known as Beban Park, located at 2300 Bowen Road, Nanaimo, British Columbia and legally described as PID: 000-289-078; Lot 1, Sections 18, 19 and 20, Range 7, Mountain District, Plan 27441, Except Those Parts in Plans 40622 and 44255 (the "**Land**").

AND WHEREAS the Lessee requires space to operate and maintain an equestrian facility.

AND WHEREAS the Lessee wishes to lease from the City, and the City wishes to lease to the Lessee, those portions of the Land shown illustrated in green on Schedule "A", including buildings, structures improvements and utilities situate thereon (the "**Lease Area**"), for the purpose of operating and maintaining an equestrian facility.

AND WHEREAS the Lessee owns a building, commonly known as the "Agriplex", on the Lease Area, and may wish to construct certain buildings, structures, and improvements (the Agriplex and other buildings, structures, and improvement, collectively, the "**Lessee Improvements**"), in order to use, occupy, and enjoy the Lease Area in accordance with the terms and conditions of this Lease.

AND WHEREAS, in accordance with section 26 of the *Community Charter*, the City has published notice in a newspaper of its intention to lease the Lease Area to the Lessee.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rent, covenants and agreements of the Lessee and the City in this lease agreement (the

"Lease"), the Lessee and the City agree with the following terms:

1.0 GRANT OF A LEASE

- 1.1 The City hereby leases the Lease Area to the Lessee for the Term on the terms and conditions set out in this Lease, and for the purposes set out in this Lease.
- 1.2 The City hereby reserves from the grant of the lease under section 1.1 the rights granted to The Vancouver Island Exhibition Association ("**VIEx**") pursuant to a Letter of Understanding (the "**LOU**") dated _____.
- 1.3 The Lessee hereby acknowledges and agrees that it accepts the Lease subject to the VIEx LOU as a permitted encumbrance, and the Lessee covenants and agrees that it will permit VIEx to exercise its rights under the VIEx LOU without interference.
- 1.4 The Lessee shall not be liable for, and the City hereby releases the Lessee from any lawsuits, damages, losses, costs or expenses the City may suffer or incur arising solely as a result of any act or omission of VIEx in the exercise of its rights pursuant to the VIEx LOU.
- 1.5 The Lessee acknowledges and agrees that this Lease does not grant to the Lessee any right to reserved parking on the Land.

2.0 LICENCE TO ACCESS THE LEASE AREA AND TO USE SURROUNDING LAND

- 2.1 The City hereby grants the Lessee, its agents, employees, and invitees the non-exclusive right by way of licence at all times during the Term to use any established driveways and walkways on the Land for the purpose of gaining ingress to and egress from the Lease Area, and to use any established parking areas on the Land for the purpose of temporary parking of vehicles.

3.0 TERM

- 3.1 The term (the "**Term**") of this Lease shall be ten (10) years commencing on the 1st day of January 2019 and ending on the 31st day of December 2028. For the purposes of this Lease, the expression "Lease Year" means a period of twelve (12) months commencing on the 1st day of January in one year and ending on the 31st day of December in the following year.

4.0 USE

- 4.1 The Lessee shall use the Lease Area and Lessee Improvements as the Beban Park Equestrian Centre, promoting and fostering equestrian pursuits by offering clinics, instruction, shows and sporting events.
- 4.2 The Lessee may, without the prior written consent of the City, permit the use of the Lease Area and Lessee Improvements for dog events and may for that purpose only grant other persons the right by way of licence to use the Lease Area and Lessee Improvements, provided that no such use or licence shall relieve the Lessee from the due performance of its obligations under this Lease.

4.3 The Lessee shall not use the Lease Area or Lessee Improvements for any purpose other than those permitted under sections 4.1 and 4.2 without the prior written consent of the City.

4.4 The maximum legal occupancy of the Agriplex is thirty-two (32) persons. The Lessee shall not permit more than thirty-two (32) persons to occupy the Agriplex at any time.

5.0 RENT

5.1 The Lessee shall pay the City one dollar (\$1.00) rent for the Term plus applicable tax, due and payable in advance on the 1st day of the Term.

5.2 The Lessee shall pay all rents and additional rents reserved under this Lease.

5.3 The Lessee shall pay the City a documentation fee in the sum of one hundred twenty-five dollars (\$125.00) plus applicable tax upon the execution of this Lease.

6.0 TAXES

6.1 The Lessee shall pay all applicable taxes, rates, duties and assessments whatsoever, whether municipal, provincial, federal, or otherwise, including applicable sales tax, charged upon the Lease Area and Lessee Improvements, or upon the Lessee or the City as a result of the Lessee's occupation or use of the Lease Area including property tax when due unless exempted by local government property tax exemption bylaw.

7.0 UTILITIES

7.1 The Lessee shall pay as they become due all charges for utilities used on the Lease Area and Lessee Improvements, including without limitation charges for City utility rates including metered water, garbage, and sewer rates, and all gas, oil, telephone, electricity and internet used on the Lease Area and Lessee Improvements.

8.0 CONSTRUCTION

8.1 The Lessee shall not construct, place or alter any buildings or structures on or within the Lease Area unless prior to any construction or alteration having first obtained the written consent of the City to the site plans, working drawings, plans, specifications, elevations and obtained all permits and inspections from the local government authority having jurisdiction. The Lessee must, upon completion of any construction or alteration, deliver as built drawings to the City.

8.2 The Lessee shall not and shall not permit any other person to occupy any building on or within the Lease Area unless the local government authority having jurisdiction has issued an occupancy certificate in respect of such building.

8.3 The design and construction of improvements and placement of structures on the Lease Area shall be carried out at the sole cost of the Lessee, and without limiting the generality of the foregoing:

(a) the Lessee will pay for the costs associated with providing water, sanitary and

storm sewers, hydro and gas connections if required to the Lease Area; and

- (b) the Lessee will make alterations to the Beban Park plumbing and electrical systems if required by City building and plumbing inspectors and other authorized utility inspectors at no expense to the City.

9.0 SIGNS

- 9.1 No signage other than a sign bearing the Lessee's name may be secured to the exterior of any building within the Lease Area without the Lessee having first obtained the written consent of the City.

10.0 MAINTENANCE AND REPAIR

- 10.1 It is the Lessee's sole responsibility to maintain and repair the Lease Area and Lessee Improvements, including all buildings, structures and improvements situate thereon, and all water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Lease Area and any buildings, structures and improvements on the Lease Area and to keep the whole of the Lease Area in a safe state of repair and not to permit the same to become unsightly or unsafe in any material respect.
- 10.2 The City, at any reasonable time, may enter and view the Lease Area and Lessee Improvements for purposes of determining the Lessee's compliance with this Lease, and with fire and safety standards established by the City from time to time, and the Lessee will repair within thirty (30) days of receiving written notice any defect in any building, structure or improvement on the Lease Area, or in water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Land and any buildings, structures and improvements on the Lease Area.
- 10.3 The Lessee shall not be obligated to repair reasonable wear and tear to the buildings within the Lease Area.

11.0 ASSIGN OR SUBLET

- 11.1 The Lessee shall not assign nor sublet, sub-lease, lease or grant any other right or interest in the Lease Area or Lessee Improvements except with the City's prior written consent, or as expressly provided in section 4.2.
- 11.2 The City's consent to assignment or subletting shall not release or relieve the Lessee from its obligations to perform all the terms, covenants and conditions that this Lease requires the Lessee to perform, and the Lessee shall pay the City's reasonable costs incurred in connection with the Lessee's request for consent.

12.0 NUISANCE

- 12.1 The Lessee shall not carry on, or do, or permit the carrying on or doing, on the Lease Area or Lessee Improvements, of anything that:
 - (a) may be or become a nuisance to the City or the public;

- (b) increases the hazard of fire or liability of any kind;
- (c) increases the premium rate of insurance against loss by fire or liability upon the Lease Area or Lessee Improvements;
- (d) invalidates any policy of insurance for the Lease Area or Lessee Improvements; or
- (e) directly or indirectly causes damage to the Lease Area or Lessee Improvements.

13.0 REGULATIONS

13.1 The Lessee shall comply promptly at its own expense with all statutes, regulations, bylaws and other legal requirements (collectively, "**Laws**") of all federal, provincial or local authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the City or the Lessee.

14.0 INSURANCE

14.1 The Lessee shall take out and maintain during the Term a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Lease Area and Lessee Improvements by the Lessee in the amount of not less than five million dollars (\$5,000,000.00) per single occurrence or such greater amount as the City may from time to time require, naming the City as an additional insured party thereto, and shall provide the City with a certified copy of such policy or policies upon request.

14.2 The Lessee shall take out and maintain during the Term a policy of contents insurance insuring the goods, chattels and fixtures of the Lessee to the full insurable replacement value thereof against risk of loss or damage from fire, flood, lightning, explosion, tempest, earthquake, tsunami or any additional peril against which a prudent Lessee normally insures.

14.3 The Lessee shall take out, in its own name or through its contractor, during the course of construction of any improvement, extension, installation, alteration, addition or renovation on or to the Lease Area or Lessee Improvements:

- (a) insurance protecting both the Lessee and the City against claims for personal injury, death or property damage arising from any accident or occurrence upon, in or about the Lease Area or Lessee Improvements and from any causes, including the risks associated with construction, in an amount reasonably satisfactory to the City; and
- (b) "all risks" insurance protecting the Lessee and the City from loss or damage to the Lease Area, Lessee Improvements, and building materials on the Lease Area from time to time during construction in respect of fire, earthquake and all other perils included in the usual all risks builders' risk form of policy applicable to similar properties during construction and effected in BC by prudent owners, to the full insurable value thereof at all times and in any event in an amount sufficient to prevent both the City and the Lessee from being

deemed a co-insurer.

- 14.4 All policies of insurance required by this Lease to be obtained by the Lessee shall contain a cross-liability and severability of interest endorsement, a waiver of subrogation clause in favour of the City and shall also contain a paragraph requiring the insurer not to cancel or change the insurance without first giving the City thirty (30) day's prior written notice.
- 14.5 If the Lessee does not provide or maintain in force the insurance required by this Lease, the City may take out the necessary insurance and pay the premium for periods of one year at a time, and the Lessee shall pay to the City as additional rent the amount of the premium immediately on demand.
- 14.6 The deductible on the insurance policies the Lessee shall take out and maintain during the Term as described in this Article 14.0 shall not be more than five thousand dollars (\$5,000.00).
- 14.7 If both the City and the Lessee have claims to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the City and the balance, if any, to the settlement of the claim of the Lessee.

15.0 INDEMNIFICATION

- 15.1 The Lessee, including any assignee, sub-lessee or lessee of the Lessee shall indemnify the City from and against all lawsuits, damages, losses, costs or expenses which the City may incur by reason of the use or occupation of the Lease Area or the Lessee Improvements by the Lessee or the carrying on of any activity in relation to the Lessee's use or occupation of the Lease Area or the Lessee Improvements and in respect of any loss, damage or injury sustained by the Lessee, or by any person while in the Lease Area or the Lessee Improvements for the purpose of doing business with the Lessee or otherwise dealing with the Lessee, or by reason of non-compliance by the Lessee with laws or by reason of any defect in the Lease Area or the Lessee Improvements, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Lease.

16.0 BUILDERS LIENS

- 16.1 The Lessee shall indemnify the City from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Lessee may make or cause to be made on, in or to the Lease Area or the Lessee Improvements, and the Lessee shall promptly take all legal action necessary to cause any lien to be discharged. The City shall be at liberty to file a notice of interest against title to the Land pursuant to the *Builders Lien Act*.

17.0 POSSESSION AND TERMINATION

- 17.1 The Lessee shall provide the City with one (1) year written notice of its intention to terminate this Lease before the expiration of the Term.

17.2 The Lessee at the expiration or early termination of the Term shall peacefully surrender and give up possession of the Lease Area and Lessee Improvements without notice from the City, any right to notice to quit or vacate being hereby expressly waived by the Lessee, despite any law or custom to the contrary.

17.3 The Lessee shall leave the Lease Area and Lessee Improvements in a good, neat and tidy condition or otherwise in the condition it is required to be kept by the Lessee during the Term under the provisions of this Lease.

18.0 CONDITION OF LEASE AREA

18.1 The Lessee acknowledges that it has with due diligence investigated and satisfied itself with respect to the condition of the Lease Area and its suitability for the uses permitted by this Lease, including without limitation with respect to its size, dimensions, state, condition, environmental condition or impact, presence or absence of any substances or conditions (whether hazardous or not), soil and water condition, usefulness, topography, legal access, services and zoning.

19.0 FITNESS OF LEASE AREA

19.1 The City has made no representation or warranties as to the condition, fitness or nature of the Lease Area and by executing this Lease, the Lessee releases the City from any and all claims the Lessee now has or may in future have in that respect.

20.0 ENVIRONMENTAL MATTERS

20.1 Definitions for the purposes of this section:

- (a) "**Contaminants**" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls ("PCBs"), PCB-containing equipment or materials, pesticides, defoliants, fungi, including mold and spores arising from fungi, or any other solid, liquid, gas, vapor, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
- (b) "**Environmental Laws**" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, code of practice, and other lawful requirements of any government authorities having jurisdiction over the Lease Area now or hereafter in force, relating in any way to the environment, environmental assessment, health, occupational health and safety, the protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity.

20.2 The Lessee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Lease Area or Lessee Improvements for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of

- the City, which may be unreasonably withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Lease Area and the Lessee Improvements;
 - (c) to promptly provide to the City a copy of any environmental site investigation, assessment, audit, report or test results relating to the Lease Area or the Lessee Improvements conducted by or for the Lessee at any time;
 - (d) to waive the requirement, if any, for the City to provide a site profile for the Lease Area under the *Environmental Management Act* or any regulations under that Act;
 - (e) to maintain all environmental site investigations, assessments, audits, reports, and test results relating to the Lease Area or the Lessee Improvements in strict confidence except as required by law, or to the Lessee's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the City, which consent may not be unreasonably withheld;
 - (f) to promptly notify the City in writing of any release of a Contaminant or any other occurrence or condition at the Lease Area or any adjacent property that could contaminate the Lease Area or the Lessee Improvements or subject the City or the Lessee to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
 - (g) on the expiry or earlier termination of this Lease, or at any time if requested by the City or required by any government authority under Environmental Laws, to remove from the Lease Area and the Lessee Improvements all Contaminants, and to remediate by removal any contamination of the Lease Area, Lessee Improvements, or any adjacent property resulting from Contaminants, in either case, brought onto, used at, or released from the Lease Area or the Lessee Improvements by the Lessee or any person for whom it is in law responsible. The Lessee will perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Lessee will provide to the City full information with respect to any remedial work performed under this sub-clause and will comply with the City's requirements with respect to such work. The Lessee will use a qualified environmental consultant approved by the City to perform the remediation and will obtain the written agreement of the consultant to the City relying on its report. The Lessee will, at its own cost, obtain such approvals and certificates from the BC Ministry of Environment and other applicable government authorities in respect of the remediation as are required under Environmental Laws or by the City, including without limitation, a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the City. All such Contaminants will remain the property of the Lessee, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Lease Area or the Lessee Improvements; and

- (h) to indemnify the City and its shareholders, directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever, (including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses and the cost of remediation of the Lease Area, the Lessee Improvements and any adjacent property) arising from or in connection with:
 - i. any breach of or non-compliance with the provisions of this Article 20.0 by the Lessee; or
 - ii. any release or alleged release of Contaminants from the Lease Area or Lessee Improvements related to or resulting from the use and occupation of the Lease Area or Lessee Improvements, or any act or omission of the Lessee or any person for whom it is in law responsible; and
 - iii. the obligations of the Lessee under this Article 20.0 will survive the expiry or earlier termination of this Lease.

21.0 DESTRUCTION

21.1 If any building or structure or any part thereof is damaged by fire, lightning, explosion, tempest or earthquake at any time during the Term so as to render it unfit for the purpose of the Lessee:

- (a) the Lessee shall, within ninety (90) days after the fire, flood or other casualty, advise the City in writing whether the Lessee intends to restore, repair or replace the building or structure or the portion damaged. If the Lessee intends to undertake and complete restoration, repair or replacement the Lessee shall perform this at a time which is mutually agreed upon by the parties hereto;
- (b) if the Lessee elects not to undertake restoration, repair or replacement this Lease shall terminate; or
- (c) if the Lessee does not advise the City concerning the Lessee's intention within ninety (90) days, the Lessee shall be deemed to have elected not to undertake restoration, repair and replacement and this Lease shall terminate.

22.0 FIXTURES AND CHATTELS

22.1 Title to, and ownership of the Lessee Improvements, will, at all times during the Term, be vested in the Lessee, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the Lessee Improvements in the City as owner of the freehold. If the City does not serve notice to remove under section 22.2, title to, and ownership of, the Lessee Improvements, free and clear of all encumbrances, will, if the City so elects pass or become vested in the City at expiration or earlier termination of this Lease.

22.2 The City may require the Lessee to remove all or any part of the Lessee Improvements at the expiration or earlier termination of this Lease but only upon giving to the Lessee a minimum of ninety (90) days prior written notice to remove.

Such removal shall be done at the Lessee's expense and the Lessee shall at its own expense repair any damage to the Lease Area caused by such removal. If the Lessee does not remove the Lessee Improvements forthwith after expiry of this Lease the Lessee Improvements will, if the City so elects, be deemed to become the City's property or if proper notice to remove was given to the Lessee by the City, the City may remove the same at the expense of the Lessee and the cost of such removal and any necessary storage charges shall be paid by the Lessee forthwith to the City on written demand. The City shall not be responsible for any loss to such property because of such removal.

- 22.3 The Lessee may, at or prior to the expiration of the Term take, remove and carry away from the Lease Area, the Lessee's movable business and trade fixtures, furniture and appliances provided the Lessee shall, at its own expense, repair any damage to the Lease Area caused by such removal or by the original installation.

23.0 CITY'S PAYMENTS

- 23.1 If the City incurs any damage, loss or expense or makes any payment for which the Lessee is liable or responsible under this Lease, the City may invoice to the Lessee the cost or amount of the damage, loss, expense or payment plus a fifteen percent (15%) administration fee and the Lessee shall pay the amount of such invoice to the City within thirty (30) days of receiving the invoice.

24.0 CITY'S REPAIRS

- 24.1 If the Lessee fails to repair or maintain the Lease Area, including, but not limited to the Lessee Improvements, in accordance with this Lease, the City, its agents, employees or contractors may, upon ninety-six (96) hours' notice or without notice in the event of an emergency, enter the Lease Area or Lessee Improvements and make the required repairs or do the required maintenance and recover the cost from the Lessee.
- 24.2 In making the repairs or doing the maintenance the City may bring and leave upon the Lease Area and Lessee Improvements all necessary materials, tools and equipment.
- 24.3 The City will not be liable to the Lessee for any inconvenience, annoyance, loss of business or injury suffered by the Lessee by reason of the City effecting the repairs or maintenance.

25.0 INSOLVENCY

- 25.1 The Term shall, at the option of the City, immediately become forfeited and the City may terminate and re-enter and repossess the Lease Area and Lessee Improvements immediately without any further act or notice of the City despite any other provision of this Lease if:
- (a) the Term or any of the goods or chattels on the Lease Area or Lessee Improvements are at any time seized or taken in execution or attachment by Lessee's creditors;

- (b) a writ of execution issues against the goods or chattels of the Lessee;
- (c) the Lessee makes any assignment for the benefit of creditors;
- (d) the Lessee becomes insolvent or bankrupt;
- (e) the Lessee is an association or society and proceedings are begun to wind up the association or society; or
- (f) the Lease Area or Lessee Improvements become vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose either permitted in this Lease or not permitted in this Lease without the written consent of the City.

26.0 QUIET ENJOYMENT

26.1 The City covenants with the Lessee for quiet enjoyment.

27.0 RE-ENTRY

27.1 If the Lessee defaults in the payment of rent or the payment of any other sum payable under this Lease, or fails to perform any covenant under this Lease and if such default shall continue for thirty (30) days after the giving of written notice by the City to the Lessee, then the City may terminate this Lease and may re-enter the Lease Area and Lessee Improvements and the rights of the Lessee shall lapse and be absolutely forfeited.

28.0 FORFEITURE

28.1 The City, by waiving or neglecting to enforce the right to termination and forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the City's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Lease.

29.0 DISTRESS

29.1 If the City is entitled to levy distress against the goods and chattels of the Lessee, the City may use enough force necessary for that purpose and for gaining admittance to the Lease Area and Lessee Improvements and the Lessee releases the City from liability for any loss or damage sustained by the Lessee as a result.

29.2 If the Lessee removes its goods and chattels from the Lease Area or Lessee Improvements, the City may follow them for thirty (30) days.

30.0 TIME

30.1 Time is of the essence of this Lease.

31.0 NOTICES

31.1 Any notice required to be given under this Lease shall be deemed to be sufficiently

given:

- (a) if delivered, at the time of delivery; and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:
- (c) Licensee may not use the postal address 2300 Bowen Road to receive mail and may not use 2300 Bowen Road as a return address;

If, to the City:

CITY OF NANAIMO

Attention: Manager, Beban Park Complex, 455 Wallace Street
Nanaimo, BC V9R 5J6

If, to the Lessee:

NANAIMO EQUESTRIAN ASSOCIATION

Attention: President, c/o 3033 Landmark Crescent
Nanaimo, BC V9R 5L3

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received five (5) days after the time and date of mailing. If the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lockout or other labour dispute, then the notice may only be given by actual delivery of it.

32.0 NET LEASE

32.1 This Lease shall be a complete carefree net lease to the City as applicable to the Lease Area and Lessee Improvements, and the City shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Lease Area, including, without limitation, the Lessee Improvements, or the contents thereof except those mentioned in this Lease.

33.0 BINDING EFFECT

33.1 This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted signees.

34.0 AMENDMENT

34.1 The parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties.

35.0 LAW APPLICABLE

35.1 This Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

36.0 REGISTRATION

- 36.1 Despite section 5 of the *Property Law Act*, the City is not obligated to deliver this Lease to the Lessee in registrable form. The Lessee covenants and agrees that it shall not register this Lease against title to the Land, without obtaining the prior written consent of the City and complying with section 36.2.
- 36.2 If the City provides written consent under section 36.1, the Lessee may register this Lease in the Victoria Land Title Office against title to the Lands. The Lessee will be responsible for, and will pay, all costs, expenses, fees (including all legal and survey costs, fees and disbursements) and taxes in connection with the registration of this Lease in the Victoria Land Title Office ("**Registration Costs**"). Registration Costs include, but are not limited to the cost of: preparing and registering a plan defining the Lease Area, preparing and registering any access easements, preparing and registering any Property Transfer Tax forms, obtaining the Approving Officer's approval and any other necessary approval from a public authority in respect of the preparation in registrable form and registration of this Lease, and the cost of publishing all notices required under section 26 of the *Community Charter*.

37.0 HOLDING OVER

- 37.1 If the Lessee holds over following the Term and the City accepts rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month.

38.0 INTERPRETATION

- 38.1 When the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where context or parties require.
- 38.2 All provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph.
- 38.3 The headings to the paragraphs in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it.

IN WITNESS WHEREOF the parties executed this Lease on the day first written above:

CITY OF NANAIMO

by its authorized signatories:

Mayor

Corporate Officer

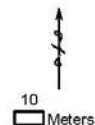
**NANAIMO EQUESTRIAN
ASSOCIATION**
by its authorized signatories:

Lesley Coultish, President

SCHEDULE 'A'



LEASE AREA
NEA1 - 7,946sqm
NEA2 - 1,188sqm



NANAIMO EQUESTRIAN ASSOCIATION (NEA)
BEBAN PARK
2300 Bowen Road, Nanaimo BC

Drawn: GIS SECTION
gis.support@nanaimo.ca
Date: 1/18/2017
pdf: NEA_LEASE

Document Path: Y:\geodata\GIS\Source Data\Departmental Data\Eng\Pub\Wks\GIS\Projects\TEMPLATE\LEASE_LICENSE\Map\NEA_LEASE.mxd