

District of Barriere

# REPORT TO COUNCIL

## Request for Decision

<b>Date:</b> May 5, 2025	<b>File:</b> 530.20/Rpts
<b>To:</b> Council	<b>From:</b> Chief Administrative Officer
<b>Re: Community Hall Lease Agreement – Lions Club</b>	
<b>Recommendation: THAT Council approves in principle the attached Lease Agreement; and instructs Staff to finalize and execute the Agreement with the Barriere Lions Club for the facility located at 4350 Borthwick Avenue.</b>	

### **Purpose**

To provide Council with a draft lease agreement for the Community Hall for review and consideration.

### **Background**

The Lions Club has operated out of the Community Hall for decades, and had a basic use agreement in place that was renewed every 4 years. The most recent term expired in November 2024.

As Council was aware, Staff wanted to explore a more detailed lease agreement with the Lions Club and likewise review any potential opportunities to reduce District expenses.

Under the current agreement, the District is responsible for all electrical, heating, phone & internet, and insurance costs, which equated to roughly \$10,000 in 2024 of in-kind support towards the Club.

Staff have worked with the Club for the past several months to update the basic agreement to a more formal lease agreement similar to what is in place with other organizations leasing space in District facilities such as the tenants at the Barriere Business Centre (BBC) or the old Barriere Improvement District (BID) building that host the radio station. As part of the discussions, several processes were also defined more clearly including some of the long-term facility upgrade planning. In addition, items such as phone service and internet, and potential cost savings and ownership of those services have been discussed.

It needs to be stated that the Lions Club and its members have contributed greatly to the maintenance and enhancement of the facility over the years, which needs to be taken into account when discussing potential costs. The Lions Club also contributes annually to the whole community by sharing the space, and providing donations from any proceeds.

The attached draft lease agreement subsequently does not have any major changes on how the additional costs are appropriated; it does however include a provision that *"it is expected that the Tenant will review their rental rates and revenue streams to work towards offsetting some of these operating costs over the term."* (Appendix E)

Below are some additional highlights for the lease agreement.

### **Key Lease Terms**

1 – Leased Area: - The lease is intended for the Building and Premises; District staff will continue to maintain the Premises around the building, as well as provide for snow clearing and maintenance of the parking spaces. (also see Section 8 and Schedule C)

2 – Term: The lease is written as a set 5-year lease.

3 – Renewal: Staff included a 5-year renewal provision. This provision must be triggered with more than 180 days remaining on the lease. Council would have the authority not to renew the lease at that time.

4 – Occupancy: The building is to be used expressly as meeting and gathering space.

5 – Rent: Currently drafted at \$1.00 per year. Council may amend this value to suit the level of support or subsidization they wish to provide. The previous operating agreement did not include a fee. However, a formal lease agreement does require a minimum amount of \$1 to constitute a legal agreement.

9-10 – Repairs: As a public-service lease (minimal revenue to the District), the tenant is the responsible party for any basic repairs and maintenance on the building. The District would be responsible for normal wear and tear repair/replacement costs.

12 – Repair in the Event of Damage: Leases often include provisions for major repair to be commenced within a defined period. As a public-service lease (minimal revenue to the District), this has been amended such that in the event major repairs are needed (for example, a roof replacement) or a major repair after a fire, any repair work will be at the discretion of Council.

18 – Access: Although the Premises are leased by the Tenant, and the property as a whole is generally maintained by the Tenant (and District staff), this provision allows the general public to utilize the property for parking for example.

21 – Alterations: Any alterations or additions to the building or property are at the sole discretion of the Landlord to approve or deny. At this time, a commercial kitchen is installed in the building and will the Tenant will be required to maintain any permits, licences, etc. from Interior Health Authority (IHA) and any other agency to allow for the rentability of the facility. (Also see Schedule D)

25-29 – Insurance: The Landlord will insure the building; however, the Tenant is required to obtain and maintain insurance for their contents, including for fire and otherwise. The insurance must contain a \$2Mil liability clause listing the District as an additional insured. Proof of insurance must be provided annually to the District.

34-35 – Tenant Covenants: The Tenant would be in default of the lease should they fall out of good standing under the BC Societies Act or should the cleanliness of the premises not be sufficient to ensure the health and wellbeing of the public.

40 – Termination of Lease: Either the Landlord or Tenant may terminate the lease with twelve (12) month's written notice to the other party.

41 – Holding Over: If the Tenant missed the deadline to ask for a renewal on the same terms, this section would allow the lease to go into a month-to-month lease, instead of a 5-year renewal term following the first 5 years.

Schedule C: The Table in schedule C outlines the responsibilities of the Tenant and the Landlord in relation to the lease. In most District leases, the Tenant is responsible for most items; however, as to ensure a smooth transition from the previous operating agreement to a more formal lease agreement all terms were maintained as it is in the current operating agreement. Council has the option to change that if Council desires.

Schedule E: Under an operating agreement, the Tenant currently does not pay for property taxes and the building is technically a District facility, and as such no property taxes are assessed; however, when leased to another party the property will be assessed for property taxes. The finance department has estimated the taxes on the property at approximately \$1075 per year for municipal taxes (est. \$2378 for all taxing authorities combined), assuming assessment (\$181,500 for 2025) is similar as in the past. The Club can apply to Council to consider a permissive tax exemption as part of the standard permissive tax exemption process. Further, Staff also included an option that would allow the District to use the facility for up to 10 times per year.

### **Point of Decision**

At this point, it is recommended for Council to approve the Lease in principle and to instruct Staff to finalize the Agreement following statutory advertising requirements.

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### **Benefits or Impact**

#### General

A draft lease agreement for the Community Hall facility at 4350 Borthwick Avenue is attached to this report as previously discussed.

#### Finances

Council would determine the level of subsidization to be provided. As drafted, it is a \$1 per year lease, electric and heating costs are roughly \$6,000 per year, Insurance is roughly \$2,000 per year, and phone and internet services are roughly \$2,000 per year. In total the current subsidization is roughly \$10,000 per year. This is the same level of support that was included in the previous operating agreement.

#### Strategic Impact

Priority #4: General Governance and Community Engagement

Goal 3. – Enhanced Engagement with the Community and our Partners

- c. Consider options to enable Community Partners, to provide a larger benefit to the community, for example, the Chamber -> Downtown building renovations.

### Risk Assessment

Compliance: Council has the authority to lease property; however, must follow the Local Government Act for disposition purposes.

Risk Impact: Low

Internal Control Process:

Staff will follow internal processes to finalize the lease and follow statutory advertisement requirements.

### Next Steps / Communication

- Advertisements in North Thompson Star Journal for 2 consecutive weeks
- Finalize lease thereafter

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### **Attachments**

- Draft Lease Agreement
- Current facility use agreement

### **Recommendation**

**THAT Council approves in principle the attached Lease Agreement; and instructs Staff to finalize and execute the Agreement with the Barriere Lions Club for the facility located at 4350 Borthwick Avenue.**

### **Alternative Options**

1. Council could choose not to support a lease agreement for the facility at this time.
2. Council could choose to amend the terms of the draft lease agreement.

Prepared by:

D. Drexler, Chief Administrative Officer

<b>INDENTURE OF LEASE</b>
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THIS LEASE dated \_\_\_\_\_.

**BETWEEN**

**THE DISTRICT OF BARRIERE**

4936 Barriere Town Road, P.O. Box 219  
Barriere, British Columbia, V0E 1E0

(hereinafter referred to as the "Landlord")

OF THE FIRST PART

**AND**

LIONS CLUB OF BARRIERE (INC. NO. S-0059927)

PO Box 325  
Barriere, British Columbia, V0E 1E0

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

**WHEREAS:**

- A. The Landlord is the registered owner in fee simple of that parcel of land and premises located at 4350 Borthwick Ave, Barriere, BC, and legally described as set out in Schedule "A";
- B. Located on the land is a premise which the Tenant will use for operation of a meeting and gathering space.
- C. The Landlord wishes to rent to the Tenant and the Tenant wishes to rent from the Landlord premises having an area of approximately 380 square meters shown on the sketch plan attached as Schedule "B".

NOW THEREFORE in consideration of the rents, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Lease:

1. The Landlord hereby leases the Premises described in Schedule “B” (the “Building”) and located on the land described in Schedule “A” (the “Premises”) to the Tenant on the terms and conditions set out in this Lease.

Term:

2. This Lease shall be for a term of five (5) years, commencing on January 1, 2025 (the “Commencement Date”) and expiring on December 31, 2029 (the “Term”).

Renewal:

3. If the Tenant is not in default under this Lease at the time of giving notice of renewal and at the time of the commencement of the renewal term, the Tenant may request this Lease for a consecutive 5-year term be renewed, on the same terms and conditions (except this option for further renewal, and the amount of Rent, which shall be renegotiated), by giving notice to the Landlord in the manner required for giving notices not less than 180 days before the scheduled expiry of this Lease. The Landlord at its sole discretion may elect not to renew the Lease.

Occupancy:

4. Notwithstanding any provisions under the Zoning Bylaw, the Premises are hereby leased for the express purpose of use as a meeting and gathering space, and any ancillary uses.

Rent:

5. The Tenant shall pay the Landlord annually rent of \$1 payable (the “Rent”) each Year in one installment. The payment of \$1.00 is due on the anniversary date of this agreement.

Operating Costs:

6. Schedule C details the operating costs in relation to the Building and Premises and which party is responsible for what costs. The Tenant is responsible for all its operating costs in relation to its use of the Premises not expressly itemized in Schedule “C”.

Utilities:

7. The Tenant and Landlord shall pay all charges for the utilities as itemized in Schedule “C”. The Tenant shall pay all charges for services rendered in respect of the Tenant’s use of the Building and Premises not specifically itemized in Schedule “C”.

Maintenance:

8. Subject to the Tenant’s repair obligations as set out in Section 9, the Tenant shall maintain the Building and Premises and shall provide the services in relation to the Building set out in Schedule “C”. Neither the Tenant nor the Landlord has any obligation to the other regarding reasonable wear and tear of the Premises or the Building.

Repairs:

9. The Tenant covenants at its sole cost and expense, subject to the provisions of Section 12, to maintain the Building and its HVAC, mechanical, electrical, plumbing and utility systems in good repair and operating condition, and upon receipt of written notice from the Landlord, to remedy promptly any defects in the Premises or Building and its said systems, reasonable wear and tear excluded.
10. The Tenant shall be responsible for all costs associated with repairs to the Building and Premises arising as a result of the Tenant's use of the Building and Premises or as a result of the use of the Building and Premises by any agent, contractor, licensee, employee or invitee of the Tenant and all costs associated with all other repairs to the Building and Premises, reasonable wear and tear excluded.
11. The Tenant shall not overload any floors in the Building. Load shall not exceed 40 pounds per square foot floor loading (as measured against the overall load capacity of the floor space).

Repair in the Event of Damage:

12. If the Building or Premises are damaged by fire or any other hazard or requires any major capital repair, whether due to damage or wear, such that the Building or Premises are rendered untenable or such that convenient access is prevented, any repair shall be at the sole discretion of the Landlord.
13. If the Landlord is unable or unwilling to initiate the restoration of the Building, Premises, or access within thirty (30) days, or having commenced the restoration, does not proceed to complete it with reasonable dispatch, then the Tenant may give the Landlord fourteen (14) days notice and thereafter may terminate this Lease forthwith.
14. If the damage is severe enough to preclude the reoccupation of the Building or Premises by the Tenant for a period in excess of ninety (90) days, either party may, within thirty (30) days of the occurrence of the damage, serve notice upon the other of the immediate termination of this Lease.

Landlord's Right to Perform:

15. If the Landlord delivers to the Tenant written notice of an alleged default in any of the services to be provided by the Tenant hereunder, and the Tenant fails to remedy such alleged default in regard to maintenance:
  - a) Within thirty (30) days from and after delivery of such written notice; or
  - b) Within such period less than thirty (30) days from and after delivery of such written notice as will ensure that the Landlord suffers no loss or damage if, by reason of the nature of alleged default, the Landlord may reasonably be expected to suffer loss or damage if such alleged default is not remedied within a period less than thirty (30) days,

then and in any and every such event, the Landlord may immediately terminate this Lease and may pursue any other available remedies as well.

Notification of Defect:

16. The Tenant shall promptly give the Landlord notice of any structural or personal accident, defect, or material damage within the Premises, systems, or services for which the Tenant has an obligation under this Lease and which have come to the Tenant's attention.

Access:

17. The Tenant and their respective servants, agents, employees, licensees, and invitees shall have the right in common with other occupants of the Building and Premises to pass, repass, and utilize the Land for the purposes of ingress, egress, and full enjoyment of the Building and Premises, parking, and other facilities in use by the Tenant.
18. The Lands comprising the Premises shall remain available for public use as designated by the Landlord for uses including, but not limited to, public parking.

Quiet Enjoyment:

19. The Landlord hereby covenants with the Tenant for quiet enjoyment.

Compliance with Laws:

20. The Tenant and the Landlord shall each comply with and observe all federal, provincial, and local government laws, bylaws, rules, regulations, orders, permits, and licenses in force with respect to the Building and Premises and any alterations to the Building and Premises.

Alterations:

21. The Tenant shall be able, only with the prior written consent of the Landlord, (which consent may be unreasonably withheld or delayed at the sole decision of the Landlord) to make such alterations or additions to the Building or Premises as it may from time-to-time request in writing and as are required for the conduct of its business. If the Landlord does not respond within thirty (30) days to such a request, consent will be deemed to have been denied.

Notification of Sale or Assignment and Acknowledgement:

22. If at any time during the Term hereof the Premises or the Landlord's interest therein or in this Lease shall be assigned, mortgaged, or sold to any third party, the Landlord shall, within fourteen (14) days following the execution and delivery by the Landlord of any assignment or documents of mortgage or sale, deliver to the Tenant a notice in writing of the making of such assignment, mortgage, or sale and the effective date thereof and shall obtain an agreement from the assignee, mortgage, or purchaser, as the case may be, acknowledging and confirming the Rent, the Term, and the other covenants, obligations, and conditions of this Lease.



Direction as to Emergency and Payments:

23. In case of emergency the Landlord emergency telephone number is (250) 672-2118.
24. Until further notice the Landlord designates the Chief Financial Officer as the recipient for rent and other amounts payable under the Lease.

Insurance:

25. The Tenant shall insure all chattels and contents of the Tenant, its members, and invitees, against loss or damage by fire or otherwise.
26. Such insurance shall contain a waiver of subrogation by insurers against the Landlord. The Tenant further agrees to obtain and maintain Public Liability Insurance for an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.
27. The insurance shall include the Landlord as an additional named insured, and the Landlord shall be named as first loss payee.
28. The Tenant shall provide a proof of insurance certificate to the Landlord annually.
29. The Landlord shall obtain and maintain insurance on the Building satisfactory to the Landlord.

No Waste or Nuisance:

30. The Tenant shall not:
  - a) Commit or permit any willful or voluntary waste, spoil, or destruction on the Land or Premises; or
  - b) Do or permit to be done anything that may be a nuisance or annoyance to owners or occupiers of adjoining lands or to the public generally.

Mutual Indemnity:

31. The Landlord and Tenant shall indemnify each other against all claims, actions, causes of action, loss, damage, expense, and costs, whatsoever, made by any person arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise, from the performance, default of performance, or, remedying of any default by any party hereto of its covenants and obligations under this Lease.

Annexation of Tenant's Fixtures:

32. The Tenant and the Landlord agree that any additions, alterations, improvements, and fixtures made to or installed upon the Premises at the expense of the Tenant other than reasonably moveable fixtures shall, immediately upon affixation, be deemed to be annexed to the Premises. Such fixtures shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of this Lease unless the Landlord and the Tenant otherwise agree.

Yielding Up:

33. The Tenant shall surrender the Premises at the expiration or earlier termination, of the Term in good repair to the Landlord, excepting only reasonable wear and tear, damage from fire, storm, tempest, and other casualty, and removal of chattels and the Tenant shall not be liable to pay compensation or to make any other payment to the Landlord in respect of restoration or repair of the Premises.

Tenant's Covenants:

34. The Tenant shall remain in good standing under the BC Societies Act during the term.
35. The Tenant shall maintain the cleanliness of the Premises to a reasonable standard to ensure the health and wellbeing of the public.

Notice of Default:

36. If the Tenant should be in material breach of any of its covenants, agreements, or obligations under this Lease, the Landlord may send the Tenant a notice of default (in the manner required herein for giving notices) and if the default is one that is curable by the Tenant, the Landlord may notify the Tenant that the default must be cured within 15 days (if the default is non-payment of money) or in other cases, 30 days (or a lesser time in the case of emergency or urgent circumstances).

Landlord's Right to Perform:

37. If the Tenant should fail to rectify a curable default within the time specified and if the default is one that can be cured by the Landlord, the Landlord may, without further notice to the Tenant, take all steps considered in its sole discretion necessary to rectify the default. Nothing in this Lease obligates the Landlord to rectify any default of the Tenant but should the Landlord choose to do so, the Landlord shall not be liable to the Tenant for any act or omission in the course of curing or attempting to cure any default.

Provisos:

38. Provided always and it is hereby agreed that:
- a) If the Rent is unpaid for fifteen (15) days; or
  - b) If the Tenant should breach any other of its covenants, agreements or obligations herein and, if such breach is curable by the Tenant, the breach is not cured by the Tenant within 30 days (or other time specified) after receipt of a notice sent by the Landlord to the Tenant, in the manner herein provided, requiring that the breach be cured;

then notwithstanding anything in this Lease to the contrary, the Landlord may, without further notice, enter into and upon the Premises or any part in the name of the whole and to have the same again, repossess and enjoy as of its former estate, and if and whenever the Landlord becomes entitled to re-enter the Premises, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease without further notice. Thereupon, this Lease shall terminate, and the Tenant shall immediately deliver up possession of the Premises to the Landlord in accordance with Section 33.

39. If the Landlord terminates this Lease, the Landlord retains the right to proceed at law against the Tenant for all arrears of Rent and other accrued loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the Landlord arising from the default of the Tenant under this Lease:
40. The Landlord or the Tenant retains the right to terminate this Lease upon the Landlord or the Tenant giving the other party twelve (12) months' written notice of termination at any time.

Holding Over:

41. If the Tenant should hold over after the expiration of the five (5) year Term and the Landlord should 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. The monthly rent payable by the Tenant will equal to an amount that is 1/12<sup>th</sup> of the annual Rent then payable.

Assignment:

42. This Lease may not be assigned or transferred by the Tenant and the Premises may not be sublet without the consent of the Landlord. Such consent may be unreasonably withheld.

Costs:

43. Each of the Landlord and the Tenant is responsible for its own legal costs in relation to the preparation and negotiation of this Lease. The Tenant and the Landlord shall perform all of their obligations, covenants, and agreements under this Lease solely at their own cost.

Notice

44. Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have been delivered:
  - a) When sent by electronic transmission or when delivered by hand, on the date of receipt; or
  - b) When mailed by registered mail, on the date received or on the fifth day after receipt of mailing by any Canada post office, whichever is the earlier;

PROVIDED the notice is sent to the party at the address or e-mail address provided herein or to whatever other address or e-mail address the party from time to time in writing may advise.

For the Tenant, the email address is currently: [barrierelions@gmail.com](mailto:barrierelions@gmail.com)

For the Landlord, the email address is currently: [inquiry@barriere.ca](mailto:inquiry@barriere.ca)

Law to the Contrary:

45. This Lease shall enure to the benefit of and be binding on the parties hereto, and their respective successors, notwithstanding any rule of law or equity to the contrary.

Severance:

46. If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.

Governing Law:

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

Waiver:

48. Waiver by the Landlord of any default by the Tenant shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

References:

49. Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.

Amendment:

50. This Lease may not be modified or amended except by an instrument in writing signed by the Landlord and the Tenant.

Remedies Not Exclusive:

51. No remedy conferred upon or reserved to the parties is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

Charges on Title:

52. The Tenant shall abide by and observe all requirements and restrictions on the title to the Land registered prior to the Commencement Date.

Captions:

53. The captions appearing in this Lease have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope or meaning of this Lease.

Interpretation:

54. Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine, or body corporate where the context so requires.

Entire Lease:

55. The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants, and agreements whether verbal or written between the parties with respect to the subject matter hereof.

Time of Essence:

56. Time is of the essence of this Lease.

Further Assurances:

57. The parties shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Lease.

Covenants and Conditions:

58. All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

List of Schedules:

Schedule "A" – Legal Description of the Land

Schedule "B" – Sketch of the Premises

Schedule "C" – Tenant's Operating Costs and Services

Schedule "D" – Tenant's Improvements

Schedule "E" – Additional Clauses

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that entity has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

THE DISTRICT OF BARRIERE, by its authorized signatories:

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Name: Rob Kerslake, Mayor

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Name: Daniel Drexler, CAO

Lions Club of Barriere, by its authorized signatories:

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Name: Jim Biller, President

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Name: William Christmas, Secretary

**SCHEDULE "A"**  
**LEGAL DESCRIPTION**



Property Information Report  
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Data Generated: 2025-01-15, 1:05:32 a.m.

Thompson-Nicola Regional District  
300 - 465 Victoria St  
Kamloops, BC V2C 2A9  
T (250) 377-8673 | F (250) 372-5048  
E [gisinfo@tnrd.ca](mailto:gisinfo@tnrd.ca)

**Parcel Description**

**Address**

4354 Borthwick Ave

**Legal Description**

LOT 3 BLOCK 6 DISTRICT LOT 1325 KAMLOOPS DIVISION YALE  
DISTRICT PLAN 1387

**Plan Number**

KAP1387

**Parcel Type (Class)**

SUBDIVISION

**Owner Type**

LOCAL GOVERNMENT

**Lot Size(Calculated)(+/-5%)** - Approximate lot size is calculated from a Geographic Information System. The true size of the lot is found on a legal survey plan.

**Square Meter**

404.45

**Acre**

0.1

**Hectare**

0.04

**Community**

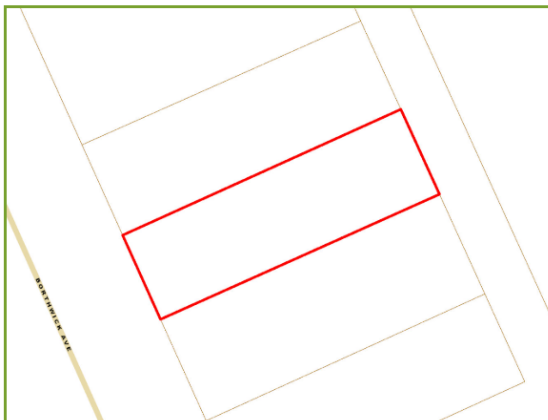
Barriere

**Local Authority**

District of Barriere

**School District**

Kamloops/Thompson



Property Information Report  
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Data Generated: 2025-01-15, 1:05:32 a.m.

Thompson-Nicola Regional District  
300 - 465 Victoria St  
Kamloops, BC V2C 2A9  
T (250) 377-8673 | F (250) 372-5048  
E [gisinfo@tnrd.ca](mailto:gisinfo@tnrd.ca)

**Parcel Description**

**Address**

4356 Borthwick Ave

**Legal Description**

LOT 4 BLOCK 6 DISTRICT LOT 1325 KAMLOOPS DIVISION YALE  
DISTRICT PLAN 1387

**Plan Number**

KAP1387

**Parcel Type (Class)**

SUBDIVISION

**Owner Type**

LOCAL GOVERNMENT

**Lot Size(Calculated)(+/-5%)** - Approximate lot size is calculated from a Geographic Information System. The true size of the lot is found on a legal survey plan.

**Square Meter**

426.8

**Acre**

0.105

**Hectare**

0.043

**Community**

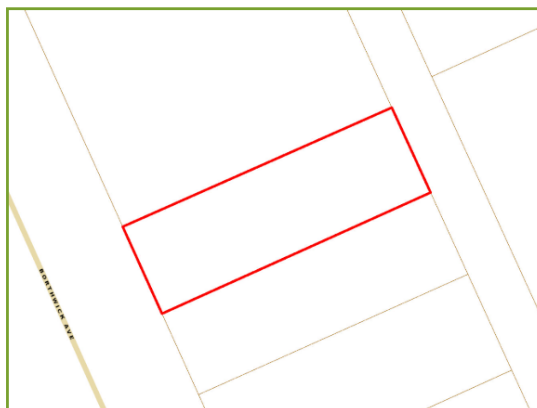
Barriere

**Local Authority**

District of Barriere

**School District**

Kamloops/Thompson





Property Information Report  
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Data Generated: 2025-01-15, 1:05:32 a.m.

Thompson-Nicola Regional District  
300 - 465 Victoria St  
Kamloops, BC V2C 2A9  
T (250) 377-8673 | F (250) 372-5048  
E gisinfo@tnrd.ca

Parcel Description

**Address**  
4352 Borthwick Ave

**Legal Description**  
LOT 2 BLOCK 6 DISTRICT LOT 1325 KAMLOOPS DIVISION YALE DISTRICT PLAN 1387

**Plan Number**  
KAP1387

**Parcel Type (Class)**  
SUBDIVISION

**Owner Type**  
LOCAL GOVERNMENT

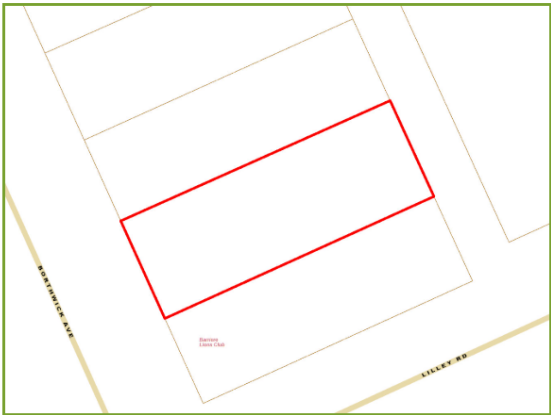
**Lot Size(Calculated)(+/-5%)** - Approximate lot size is calculated from a Geographic Information System. The true size of the lot is found on a legal survey plan.

Square Meter	Acre	Hectare
481.57	0.119	0.048

**Community**  
Barriere

**Local Authority**  
District of Barriere

**School District**  
Kamloops/Thompson



Property Information Report  
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Thompson-Nicola Regional District  
300 - 465 Victoria St  
Kamloops, BC V2C 2A9  
T (250) 377-8673 | F (250) 372-5048  
E gisinfo@tnrd.ca

Parcel Description

**Address**  
4350 Borthwick Ave

**Legal Description**  
LOT 1 BLOCK 6 DISTRICT LOT 1325 KAMLOOPS DIVISION YALE DISTRICT PLAN 1387

**Plan Number**  
KAP1387

**Parcel Type (Class)**  
SUBDIVISION

**Owner Type**  
LOCAL GOVERNMENT

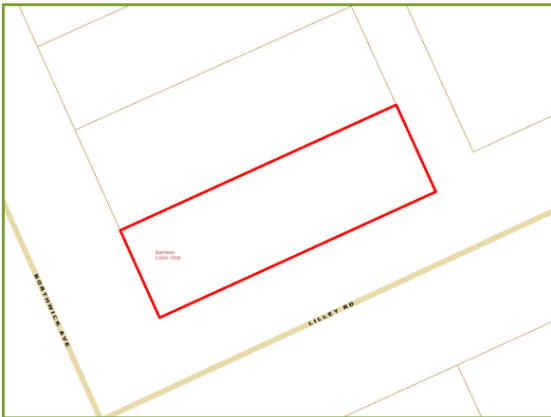
**Lot Size(Calculated)(+/-5%)** - Approximate lot size is calculated from a Geographic Information System. The true size of the lot is found on a legal survey plan.

Square Meter	Acre	Hectare
424.21	0.105	0.042

**Community**  
Barriere

**Local Authority**  
District of Barriere

**School District**  
Kamloops/Thompson



**SCHEDULE "B"**  
**SKETCH OF EXISTING PREMISES**





<b>SCHEDULE "C"</b>
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(A) ITEM	(B) To Be Provided by Landlord, Cost Included in Rent	(C) To Be Provided by Landlord, Cost Borne by Tenant	(D) To Be Provided by Tenant, Cost Borne by Tenant	(E) Does Not Apply
<b><u>CLEANING</u></b>				
(210) Janitorial Service and Supplies			✓	
(360) Window Cleaning Interior			✓	
(350) Window Cleaning Exterior			✓	
<b><u>GROUNDS</u></b>				
(280) Maintenance of Landscaping and Common Area Costs	✓			
(290) Snow Removal for the parking lot	✓			
<b><u>HVAC</u></b>				
(250) Preventative Servicing and Repairs of HVAC System			✓	
<b><u>ELECTRICAL</u></b>				
(260) Lamp and Tube Replacement			✓	
<b><u>NON-ENERGY UTILITIES</u></b>				
(270) Garbage Removal	✓ (exterior)		✓ (interior)	
(310) Water and Sewage	✓			
<b><u>FUELS</u></b>				
(240) Heating	✓			
<b><u>ELECTRICITY</u></b>				
(230) Electricity	✓			
<b><u>PARKING</u></b>				
(300) Parking Lot Maintenance	✓			
<b><u>INSURANCES</u></b>				
(340) Fire and Extended Coverage Perils P.L. and P.D. (see details in Lease Agreement body)	✓		✓	

<b><u>TAXES</u></b>			✓	
(202) Taxes All Other Taxes			<b>See Schedule E</b>	
(220) Taxes Municipal			✓ <b>See Schedule E</b>	
<b><u>TENANT IMPROVEMENTS</u></b>				
(330) Tenant Improvements			✓	
<b><u>ADDITIONAL ITEMS</u></b>				
(400) Commercial Kitchen, Licencing, Insurance, and Permitting			✓	
(401) Internet	✓			
(402) Phone Service (at discretion of the Landlord)	✓			

<p style="text-align: center;"><b>SCHEDULE "D"</b></p> <p style="text-align: center;"><b>TENANT IMPROVEMENTS</b></p>
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Any material improvements to the building or grounds proposed to be undertaken by the Tenant must first be approved by the Landlord. Any improvements listed in this schedule are deemed to be approved upon the signing of this lease.

Commercial Kitchen as installed. The Tenant will be responsible for all required repairs and maintenance of Commercial Kitchen equipment, including any such equipment that is the property of the Landlord, as well as all costs related to permits and licencing by Interior Health and other applicable agencies to ensure for the rentability of the facility.

**SCHEDULE "E"**

**ADDITIONAL CLAUSES**

**PROPERTY TAXES**

The Tenant is responsible for property taxes on the Premises. The Tenant may qualify to receive a permissive tax exemption, subject to application to, and approval by, Council.

**LANDLORD USE**

The Landlord will be permitted to use the facility, at no rental cost to the Landlord, for up to 10 times per year, as deemed necessary by the Landlord. Any costs for janitorial or other cleanup will be borne by the Landlord. Any uses thereafter will be charged to the Landlord at regular rates. The Landlord will provide a minimum of two weeks' notice before requiring the use of the facility. The Tenant will provide access for those uses as long as there are no major events planned or scheduled by the Tenant on the particular day and time.

**FACILITY MAINTENANCE**

Annually, in November, the Tenant shall work with District Staff (Public Works Manager or designate) on planning future facility maintenance and asset management projects. A minimum of a 5 year rolling plan shall be created. Depending on urgency, such projects may be included in the budget process for the following year.

**FINANCIALS**

The Tenant will provide the District with an annual income statement detailing the revenues and expenses that are related to the Tenants' operation, management, maintenance and use of the Premises under this agreement including rentals and the Tenants' own events which income statement shall be provided to the Landlord by January 31 in each year of the Term of this agreement and in the year after the end of the Term.

It is understood that presently the annual operating cost for heating, internet, phone services, and insurance, etc. is over \$10,000 for 2025, plus any larger maintenance on the facility which the Landlord is responsible for. It is expected that the Tenant will review their rental rates and revenue streams to work towards offsetting some of these operating costs over the term.

**DISPUTES**

The Parties shall act in good faith to resolve any disputes arising during the Term of the Lease and any extension thereof, save and except for the Landlord's ultimate right of Termination under Section 38. Any such dispute relating to this agreement that cannot be settled by the parties may be settled by an arbitrator if mutually agreed upon by both parties. Failing such agreement, an arbitrator may be appointed under the provisions of the *Arbitration Act of BC* and the decision of the arbitrator shall be binding upon the parties to this agreement. In the event an arbitrator is required, any arbitration related costs will be shared equally between the parties.



## BARRIERE COMMUNITY HALL AGREEMENT



THIS AGREEMENT made this 16<sup>th</sup> day of November, 2020.

BETWEEN:

**DISTRICT OF BARRIERE**, a municipal corporation under the laws of British Columbia and having offices at 4936 Barriere Town Road, Barriere, British Columbia, V0E 1E0 (hereinafter called the "**District**")

AND:

**LIONS CLUB OF BARRIERE (INC. NO. S-0059927)**, a society in good standing under the laws of British Columbia (hereinafter called the "**Lions**")

WHEREAS the District is the registered owner of the lands municipally described as 4354 Borthwick Ave. and legally described as Lots 1-4 inclusive of Block 6, DL 1325, KDYD, Plan 1387 more commonly known as the Barriere Community or Lions' Hall (hereinafter called the "**Hall**"),

AND WHEREAS the District desires that the Lions continue to operate the Hall on behalf of the District,

AND WHEREAS the Lions are desirous of continuing to operate the Hall on behalf of the District,

AND WHEREAS, in the best interests of the community, on February 28, 2011, Council agreed to provide a basic Hall budget to cover the costs of utilities, insurance and telephone;

WITNESSETH that in consideration of rents, covenants and conditions herein reserved and contained, the parties hereto agree as follows:

1. The District hereby grants a license to the Lions to continue operating, managing, maintaining and having the use of the Hall for a term of four (4) years from the date of this agreement referenced above (the "**Term**"), unless terminated earlier and subject to the provisions as detailed in this agreement.
2. The District shall:
  - a) adequately insure the Hall and its improvements;
  - b) pay the costs of utilities, property insurance and telephone for the Hall; and
  - c) review detailed proposals for capital expenditures on a yearly basis as part of the District's annual budget process.
3. The Lions shall:
  - a) operate, manage, maintain and have use of the Hall in compliance with all enactments and as a prudent manager would do;
  - b) ensure adequate liability and contents insurance is in effect for its members and invitees, as well as for contents belonging to the Lions, its members and invitees at the Hall and provide a copy of the insurance policy and any renewal thereof on or before the date of this agreement and each anniversary during the Term of this agreement;

- c) provide the District with an annual income statement detailing the revenues and expenses that are related to the Lions' operation, management, maintenance and use of the Hall under this agreement including rentals and the Lions' own events which income statement shall be provided to the District by January 31 in each year of the Term of this agreement and in the year after the end of the Term;
- d) transfer all net revenue from rentals of the Hall to the District;
- e) work with the District to prepare a long term capital improvement plan for the Hall; and
- f) Indemnify and save harmless the District for any claim, debt or circumstance which the District may be called to answer for as a result of the Lions' acts, omissions or negligence under this agreement.

4. Both parties shall agree that:

- a) this agreement does not restrict the free use of the Hall by the District, the scheduling of which shall be mutually agreed upon by both parties;
- b) this agreement may be terminated:
  - (i) with written agreement by both parties at any time; or
  - (ii) by either party upon providing the other party with thirty (30) days written notice;
- c) any dispute between the parties relating to this agreement that cannot be settled by the parties will be settled by an arbitrator mutually agreed upon by both parties and failing such agreement, appointed under the provisions of the *Arbitration Act* of BC and the decision of the arbitrator shall be binding upon the parties to this agreement.

5. This agreement shall not be assigned or transferred by the Lions without first obtaining District Council approval in writing.

Signed, this 16 day of November, 2020 by:


**BARRIERE LIONS CLUB**

\_\_\_\_\_  
 Len Van Nieuwkerk, President  
 Barriere Lions Club

\_\_\_\_\_  
 Bill Hodson, Treasurer  
 Barriere Lions Club

**DISTRICT OF BARRIERE**

  
 \_\_\_\_\_  
 Judy Armstrong, Acting Mayor  
 District of Barriere

  
 \_\_\_\_\_  
 Bob Payette, CAO  
 District of Barriere