

CITY OF YELLOWKNIFE

BY-LAW NO. 3744

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife authorizing the Municipal Corporation of the City of Yellowknife to enter into a lease agreement with the Old Stope Association for buildings known as the WildCat Cafe and Pentecostal Mission located on land owned in fee simple by the Municipal Corporation of the City of Yellowknife in the Northwest Territories.

PURSUANT TO Section 131 of the Cities, Towns and Villages Act, R.S.N.W.T., 1988, c. C-8,

WHEREAS, the said buildings located on the Westerly portions of Lots 4 and 5, Block 2, Plan 68, Yellowknife as described on Certificate of Title #1501 are not required for municipal purposes; and

WHEREAS, the said buildings are available for lease;

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE, in regular session duly assembled, hereby enacts as follows:


APPLICATION

1. THAT the Municipal Corporation of the City of Yellowknife is hereby authorized to lease buildings known as the WildCat Cafe and Pentecostal Mission located on the Westerly portion of Lots 4 and 5, Block 2, Plan 68, Yellowknife as described on Certificate of Title #1501, to the Old Stope Association as outlined in Schedule A attached to and forming part of this By-law.
2. THAT the Mayor and Senior Administrative Officer of the Municipal Corporation of the City of Yellowknife, or lawful deputy of either of them, are hereby authorized in the name and on the behalf of the Municipal Corporation of the City of Yellowknife, to execute all such forms of application, deeds, indentures, and other documents as may be necessary to give effect to this By-law and to affix thereto the corporate seal of the Municipal Corporation of the City of Yellowknife as the act and deed thereof, subscribing their names in attestation of such execution.


EFFECT

THIS By-law shall come into effect upon receiving Third Reading and otherwise meets the requirements of Section 57 of the Cities, Towns and Villages Act.

READ a First Time this 14 day of January, A.D., 1994.




 MAYOR



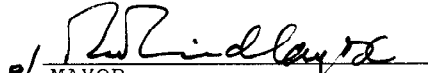
 SENIOR ADMINISTRATIVE
 OFFICER

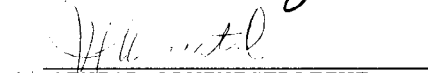
READ a Second Time this 24 day of
January, A.D., 1994.

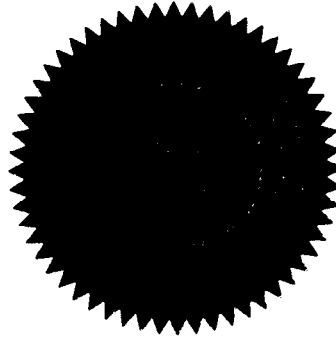

MAYOR


SENIOR ADMINISTRATIVE
OFFICER

READ a Third Time and Finally Passed this 14 day of
February, A.D. 1994.


MAYOR


SENIOR ADMINISTRATIVE
OFFICER



CITY OF YELLOWKNIFE

BY-LAW NO. 3744

SCHEDULE A

WILDCAT CAFE LEASE AGREEMENT

This indenture of lease made the 18th day of Sept, 1994

BETWEEN: THE MUNICIPAL CORPORATION OF THE
CITY OF YELLOWKNIFE,
(hereinafter called "the City")

OF THE FIRST PART

AND

THE OLD STOPE ASSOCIATION, a society
registered under the laws of the Northwest
Territories
(hereinafter called "the tenant")

OF THE SECOND PART

WITNESSETH:

1. WHEREAS the City is the registered owner of the westerly portions of Lot 4 and 5 in Block 2, Plan 68, Yellowknife as described on the Certificate of Title #1501, hereinafter called "the lands";
2. AND WHEREAS the Council of the City of Yellowknife has authorized under By-law No. 3744, the granting of a lease on buildings situated on this land, said buildings known as the WildCat Cafe and the Pentecostal Mission, as permitted on conditions stipulated by the City, are hereinafter called "the premises";

NOW THEREFORE in consideration of covenants and conditions herein contained being observed and performed by the tenants, the City does hereby lease the premises unto the tenant as a historic site and such other uses as hereinafter specified and no other purpose, subject to the reservations and rights to the land retained by the City;

To hold the said premises for and during the term of two (2) years, commencing on the 1st day of APRIL, 1994 and terminating on the 31st day of MARCH, 1996, with the tenant paying to the City an annual rental of the sum of ONE (\$1.00) DOLLAR.

.../2

I. The tenant covenants with the City:

1. To pay the rent promptly when due;
2. To maintain and keep the premises in good repair, excepting damages caused by fire, flood, storm and other acts of God;
3. Not to assign or sublet the premises or any portion thereof without the consent of the City in writing except as herein provided;
4. On termination of the term of the lease or when lawfully called to quit the premises, to leave the premises in good repair as herein before stated;
5. To permit the agents or servants of the City, at all reasonable times to enter and examine the state of the premises;
6. To furnish and install at its own expense all necessary telephone and auxiliary equipment, and to pay all costs incurred from said telephone service;
7. To maintain the premises in clean and tenantable condition;
8. To indemnify and save harmless the City, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the tenant under this agreement, and to indemnify and save harmless from any claim for any loss, damage or injury to the personal property of the tenant or any servant or agent of the tenant, except in so far as such loss or damage is caused by the City or by the agents or servants of the City;
9. To provide and pay for all costs for the removal of snow and ice from outside steps and walkways leading to and from the premises;
10. Not to alter the character, structure, interior decoration or surfaces of the premises without the prior consent of the City in writing, after due consultation with its Heritage Committee;

11. To provide and pay for all costs to heat the premises to a reasonable temperature and to maintain and repair the heating apparatus;
12. To provide and pay for all electrical power to the premises;
13. To maintain in respect of its property on the demised premises "all risks" insurance (as generally understood in the insurance business) to cover all of its improvements, furniture, fittings, fixtures and stock in trade in amounts adequate to cover fully any loss in addition to any applicable deductible that the tenant could sustain and to maintain "all risks" tenant's legal liability insurance to indemnify the tenant for its liability for damage to the demised premises.
14. To maintain for the mutual benefit of the City and the tenant, liability insurance against claims for personal injury, death, or property damage occurring upon, in or about the demised premises, such insurance having a limit of not less than \$1,000,000.00 inclusive;
15. To provide to the City proof in writing of the placement of the insurance referred to in subparagraphs 13 and 14 herein;
16. To keep and properly maintain financial records and books of account respecting the operation of the WildCat Cafe and Pentecostal Mission, without limiting the generality of the foregoing, to expressly keep records of gross revenues and all expenses incurred in the said operation and further to produce for the inspection of the City all such records and accounts within ninety (90) days immediately following the end of the operating year;
17. To place monies from the revenue of the WildCat Cafe into a trust fund for future heritage projects;
18. To comply with all federal, territorial and municipal legislation respecting health and safety standards and all territorial legislation respecting labour standards and workers' compensation; and
19. To pay all cost in excess of water card costs incurred for the delivery of water, and for garbage collection.

- II. The tenant acknowledges that the state of repair of the premises at the time of the signing of this Agreement is not the responsibility of the City and is accepted by the tenants as is where is.
- III. Provided that the tenant, prior to vacating the premises at the expiry or other termination of the lease, may be required to remove any fixtures as provided in Schedule B attached hereto and remedy any damage caused by such removal.
- IV. The City covenants with the tenant:
1. To pay all present and future taxes and rates, including assessments and local improvement charges against the premises except those charges incurred for the provision of potable water;
 2. To pay costs normally incurred for provision of water delivery and sewage pumpouts (i.e. two deliveries and two pumpouts per week); and
 3. To maintain in force "all risks" insurance (as generally understood in the insurance business) against loss of and damage to fixtures, property and possessions of the City forming part of and maintained within the premises, notwithstanding that the tenant will be responsible for any deductible amount in the City's insurance and that the indemnification provision of this lease agreement shall prevail.
- V. Upon the tenant paying the rent and performing the covenants designated herein on its part to be paid and performed, the tenant shall peaceably and quietly enjoy the premises during the term or any renewal thereof without molestation, hindrance or disturbance from or by the City or any agent or servant of the City, for uses hereunder specified and for none other.
1. Uses incidental to the principle use as a Historic Site:
 - a) souvenir shop
 - b) restaurant
 - c) rental on a daily basis to third parties.
- VI. 1. In the event the tenant should wish to renew the lease, written notice shall be given to the City not less than six (6) months prior to the date of the expiry of the term of this lease.

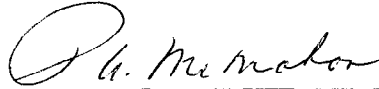
2. The tenant shall have the option to renew this lease for a further period of two (2) years upon the expiration of this lease under the same terms and conditions, except if not at the same rental, at a rental agreed upon between the City and the tenant, and failing agreement at a rate set by arbitration as provided by the Arbitration Act of the Northwest Territories.
3. Upon the tenant failing to pay for rent or to perform the covenants designated herein to be paid and performed, the City shall have the right to terminate the lease upon the giving of three (3) months notice of such termination to the tenant in writing.
4. Either party may cancel this lease providing at least six (6) months written notice is given to the other party prior to the date of cancellation.
5. In the event of the total destruction of the buildings by fire, the elements or other cause or casualty, then in such event this lease shall terminate with effect from the date such destruction occurs. Thereupon the tenant shall immediately surrender this lease and all its interest herein and the demised premises to the City and the tenant shall pay rent only to the time of such destruction and the landlord may re-enter and repossess the demised premises discharged of this lease. Upon such termination, the tenant shall remain liable to the City for all sums accrued due to the City pursuant to the terms hereof to the date of destruction.

"Total destruction" shall mean such damage to the building as renders the demised premises unfit for use by the tenant for the purposes specified in subsection V.1, and which cannot be reasonably repaired within 18 months of the date of the destruction to the state wherein the tenant could use substantially all the demised premises for the purposes specified in subsection V.1.

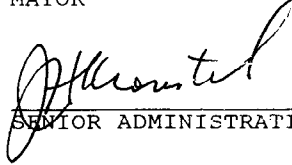
- VII. 1. The tenant hereby acknowledges that he has inspected the premises and upon taking possession thereof, that the same were in good orderly, clean, tenantable, and satisfactory state of condition and repair.
2. The words "the City" and "the tenant" wherever used in this indenture of lease shall be deemed to extend to include any executives, administrators, successors, and assigns of the City and of the tenant.

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

CITY OF YELLOWKNIFE

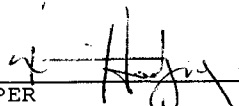


MAYOR

at 

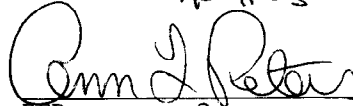
SENIOR ADMINISTRATIVE OFFICER

OLD STOPE ASSOCIATION



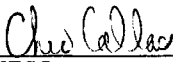
PER

KEVIN HIGGINS



PER

ANN PETERS



WITNESS

CITY OF YELLOWKNIFE

BY-LAW NO. 3744

SCHEDULE B

WILDCAT CAFE LEASE AGREEMENT
(Reference: Section III)

FIXTURES

1. Mechanical system and fixtures (excepting furnace and duct work)
2. Plumbing system and fixtures (excepting pumpout tank and two (2) toilets)
3. Electrical system and fixtures
4. Cabinetry and fixtures
5. Kitchen equipment and fixtures
6. Restaurant equipment
7. Dining equipment, utensils, and fixtures
8. Storage equipment and fixtures
9. Sound equipment and fixtures
10. Artworks, antiquities, display pelts, antlers and skulls
11. Miscellaneous goods and inventory
12. Freezer and freezer shed