

LIBRARY LEASE AGREEMENT

Dated March 4, 2024⁵

BETWEEN:

CITY OF SELKIRK

(the "Landlord")

and

GAYNOR FAMILY REGIONAL LIBRARY

(the "Library")

- A. The Library has been established by the councils of the City of Selkirk, the Rural Municipality of St. Clements, the Rural Municipality of St. Andrews, and the Village of Dunnottar (the "Library Partners") as a regional library pursuant to Part III of The Public Libraries Act (the "Act"), and operates pursuant to an agreement for the provision of library services between the Library Partners and the Library which may be extended, amended, or replaced from time to time by the Library Partners and the Library (the "Library Services Agreement");
- B. The Landlord is the registered owner of 806 Manitoba Avenue in Selkirk under title no. 2553408/1 which is legally described as LOT 1 PLAN 50781 WLTO IN RL 53 TO 56 PARISH OF ST CLEMENTS (the "Property"), and holds the Property in trust for the City of Selkirk, the Rural Municipality of St. Clements, and the Rural Municipality of St. Andrews (the "Ownership Partners");
- C. The Library occupies certain premises at the Property since 2014 under an occupancy and management agreement with the Landlord dated as of January 10, 2014 (the "Occupancy Agreement");
- D. The parties agree to terminate the Occupancy Agreement and replace it with this lease agreement (this "Agreement")

THE PARTIES AGREE AS FOLLOWS:

1. LEASED PREMISES

Except for a delineated area within the building that is held by the City of Selkirk on its own behalf, and not held on behalf of the other Ownership Partners, for archive storage, consisting of approximately 500 square feet as shown on a sketch attached hereto as Schedule "A" (the "Retained Area") the Landlord leases the remainder of the Property to the Library (the "Leased Premises").

2. THE RETAINED AREA

The Leased Premises includes the building and all other areas of the Property but does not

include the Retained Area. The City of Selkirk on its own behalf, and not on behalf of the other Ownership Partners, shall have the right to always access the Retained Area through the Leased Premises.

3. USE

The Library shall use the Leased Premises for a regional library and such purposes ancillary thereto as are permitted under The Public Libraries Act (the "Act") unless otherwise approved in writing by the Landlord.

4. TERM

The term of this Agreement shall be for the period of time the Library operates as a regional library pursuant to the Library Services Agreement, as may be extended, amended, or replaced from time to time by the Library Partners and the Library.

5. RENT

The Library shall pay to the Landlord rent payments in the amount of \$270,000 per Annum (the "Rent") during the term of this Agreement.

6. RENT ADJUSTMENT

Pursuant to the Library Services Agreements, the Rent may be adjusted at any time by the unanimous approval of the Library Partners, and in such event the Rent payable under this Agreement shall thereafter be revised accordingly.

7. RENT APPORTIONMENT

The Library shall apportion the Rent payment among the Ownership Partners as the Landlord may direct in writing from time to time, whereupon the Library shall divided and make apportioned payments to the respective Ownership Partners.

8. TAXES:

The Library shall be responsible for the property the taxes payable for the Property.

9. UTILITIES AND EXPENSES

The Library shall be responsible for the payment of all utilities, repair, upkeep and maintenance expenses for the entire Property including the Retained Area consisting of, but not limited, to:

- a) public utilities and communication costs;
- b) repair and maintenance of the geothermal heating and cooling system;
- c) land and storm water drainage and servicing;
- d) janitorial and garbage removal;
- e) repairs and maintenance of the interior and exterior of the building including the roof, and

maintaining and repairing the parking area;

- f) snow removal;
- g) landscaping and gardening;
- h) signage; and
- i) insurance coverage for leasehold improvements and the Library's assets.

10. MAINTENANCE

The Library is responsible at its own expense for maintain the leasehold improvements and for the maintenance of the Leased Premises, keeping them in a good, safe and clean condition, reasonable wear and tear excepted.

11. CAPITAL EXPENDITURES

Then Library will be responsible for any capital expenditures but shall not make any such capital expenditures without first obtaining the Landlord's approval. A capital expenditure is an expenditure that is expected to provide utility beyond the year in which it is made, such as extending the useful life of the building or new or improved leasehold improvements, landscaping, equipment or machinery.

12. INSURANCE

The Landlord shall obtain and maintain throughout the term of this Agreement insurance on the building which shall include the leasehold improvements within the Leased Premises (but shall not include the contents of the Leased Premises), such as covering fire and other risks as are from time to time included in standard extended coverage endorsements, as determined by the Landlord. The Landlord shall, on request, provide the Library with certificates of insurance evidencing the insurance that is in place.

13. INSURANCE REIMBURSEMENT

The Library shall reimburse the Landlord for the cost of the insurance attributable to the Leased Premises. The Library shall be responsible for all costs associated with obtaining its own insurance with respect to the Library's assets and contents, and shall obtain its own third-party public liability insurance with respect to risks for any injuries or damages that may arise from the Library's use and occupation of the Leased Premises, on terms satisfactory to the Landlord. The Library shall, on request, provide the Landlord with certificates of insurance evidencing the insurance.

14. ASSIGNMENT AND SUBLETTING

The Library will not assign this Agreement or sublet the Demised Premises or any portion thereof, or permit any other party to occupy or use any part of the Leased Premises for any purpose other than the Library's services, or purposes ancillary thereto, without the prior written consent of the Landlord in each instance.

15. OBSERVANCE OF LAWS

The Library shall observe and comply with all laws including all requirements of governmental authorities such as federal, provincial and municipal legislative enactments, bylaws and regulations now or hereafter in force which pertain to this Agreement, the Leased Premises, the Library's use of the Leased Premises, the conduct of business at the Leased Premises, or the doing of any work or allowing any use of, or work to be done on or within the Demises Premises.

16. DEFAULT

If the Library fails to perform any of its obligations set out in this Agreement, including any repair and maintenance obligations, the Landlord may give written notice of the default and a reasonable time within which to remedy the default, failing which the Landlord may remedy the default at the expense of the Library. The Landlord shall be given unrestricted access to the Leased Premises at any time to remedy any such default. Reasonable time referred to in this section shall mean thirty (30) days unless the severity of the situation warrants lesser time.

17. QUIET ENJOYMENT

Subject to compliance with all requirements of this Agreement, the Library may peacefully and quietly hold, occupy and possess the Leased Premises during the term of this Agreement.

18. SURRENDER

The Library must deliver and surrender to the Landlord possession of the Leased Premises upon expiration or termination of this Agreement in good condition and repair. Upon expiration or termination the Library must at its own expense remove its personal property and any leasehold improvements that the Landlord has required in writing to be removed and must repair any damage to the Leased Premises caused by such removal. Any property not so removed shall be deemed to have been abandoned by the Library and may be retained or disposed of by the Landlord.

19. HOLDOVER WITHOUT CONSENT

If the Library remains in possession of all or part of the Leased Premises after the expiration or termination of this License, without the consent of the Landlord, the Library shall be liable to the Landlord for all damages the Landlord may suffer on account of the Library's failure or refusal to surrender possession.

20. DISPUTE RESOLUTION: Any disputes involving this agreement that cannot be resolved between the respective parties may be referred by any party to a mediator for resolution. If not resolved through mediation within a reasonable time, up one month's written notice by any party to the others parties the dispute shall be referred to binding arbitration in accordance with *The Arbitration Act*.

21. NOTICES

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally or sent by certified or registered mail, return receipt requested, to the addresses of

the parties publicly known as published on their website, or as subsequently designated in writing.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the occupancy and use of the Leased Premises and supersedes all prior agreements and understandings, whether written or oral.

23. AMENDMENTS

Any amendments or modifications to this Agreement must be in writing and signed by the parties.

24. COUNTERPART SIGNATURES

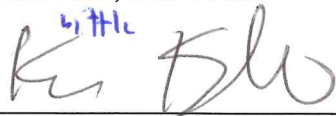
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The parties have signed this Agreement as of the day and year first above written.

SIGNATURE PAGE TO FOLLOW

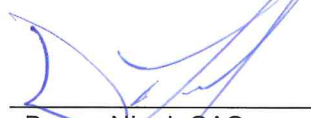
GAYNOR FAMILY REGIONAL LIBRARY

Per: 
David Love, Board Chair

Per: 
Ken Kuryliw, Director-Library Services

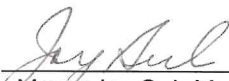
CITY OF SELKIRK

Per: 
Larry Johannson, Mayor

Per: 
Duane Nicol, CAO

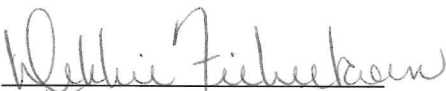
Approved as to form and content by

Rural Municipality of St. Andrews

Per: 
Mayor Joy Sul, Mayor

Per: 
CAO Brent Olynyk, CAO

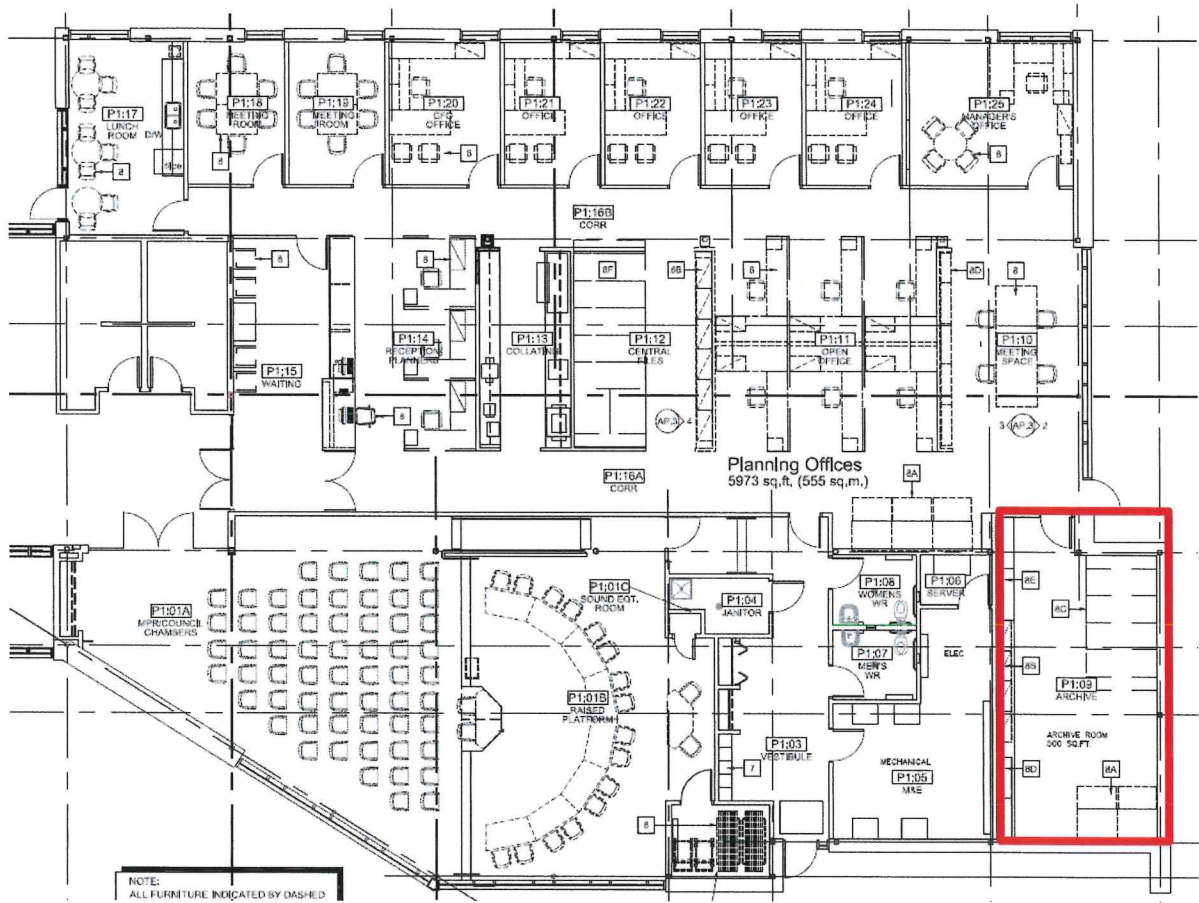
Rural Municipality of St. Clements

Per: 
Debbie Fiebelkorn, Mayor

Per: 
CAO Deepak Joshi, CAO

SCHEDULE A

Sketch of the Retained Area



Retained Area – Identified in Red Box.