

LONG LAKE VALLEY COURT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 2021.

BETWEEN:

TOWN OF IMPERIAL
(hereinafter referred to as the "Landlord")

AND:

(hereinafter referred to as the "Resident")

LIFE LEASE AGREEMENT

LONG LAKE VALLEY COURT

LIFE LEASE AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 2021.

BETWEEN:

TOWN OF IMPERIAL
(hereinafter referred to as the “Landlord”)

AND:

(hereinafter referred to as the “Resident”)

WHEREAS The Landlord is the owner of certain lands (the “Lands”) situated on Lot K Plan 100236923, Imperial, Saskatchewan, civically known as 415 Railway Avenue, Imperial;

AND WHEREAS the Landlord has constructed the building containing four of life-lease units for occupancy by persons 55 years or older;

NOW, THEREFORE in consideration of the rents, covenants and agreement herein contained, the Landlord and Resident agree as follows:

**ARTICLE 1
DEFINITIONS**

1.01 In this lease, the following terms have the following meanings:

- (a) “Agreement” means this agreement and schedules and appendices attached to the same, as may be amended, replaced, or varied in writing from time to time;
- (b) “Building” means the building constructed, by the Landlord upon the Lands;
- (c) “Damage Deposit” means the sum of \$2,500.00, which is the amount payable by the Resident to the Landlord in partial consideration for the Life-lease of the Life-leased Premises, pursuant to Article 4;
- (d) “Commencement Date” means, where the Resident is an Original Resident of the Building, the Occupancy Date, and where the Resident is not an Original Resident, means _____;
- (e) “Commitment Agreement” means where the Resident is a Prospective Resident of the Building, the Commitment Agreement signed by the Resident and Landlord relating to the Life-leased Premises and this Life-lease;

- (f) “Fiscal Year” means a twelve month period from time to time determined by the Landlord at the end of which the Landlord’s financial statement for the Project are prepared and audited;
- (g) “Lands” means the land upon which the Building has been constructed, which prior to the construction are legally described as:
 - Lot K
 - Plan 100236923
- (h) “Life-lease” means this Agreement;
- (i) “Life-leased Premises” means unit number _____ in the Building;
- (j) “Life-lease Units” means those 4 units available in the Building for occupancy by residents as life-lease tenants;
- (k) “Occupancy Date” means the date the Life-leased Premises are ready and available for occupancy as determined by the Landlord;
- (l) “Prospective Resident” means a person who executed a Commitment Agreement, that is in a substantially similar form to this Life-lease;
- (m) “Project” means all the Lands and Building, and all improvements to the same;
- (n) “Resident” or “residents” means a person or persons, including the Resident or Residents, who has or have signed a life-lease agreement to a unit in the Building with the Landlord on terms similar to the terms hereof by excludes those persons who have terminated, or surrendered their life-lease agreement pursuant to the terms thereof;
- (o) “Term” means the period equal to the life of the Resident, or if there is more than one Resident, the life of the survivor of the Residents, commencing on the Commencement Date, subject to earlier termination on:
 - (i) the date, if applicable, when the Landlord retakes possession of the Life-leased Premises pursuant to its rights or obligation under this Life-lease;
 - (ii) the date of notice of termination in the event of total or substantial destruction of the Building as described in paragraph 21.03; or
 - (iii) the effective date of termination by the tenant pursuant to paragraph 3.01(a) or (b) hereof.

**ARTICLE 2
DEMISE AND TERM**

- 2.01 In consideration of the payment of the Damage Deposit and the payment of the rents and additional rents, and the performance of the covenants and agreements herein reserved and contained on the part of the Resident to be paid, observed and performed, the Landlord hereby demises and leases to the Resident and the Resident hereby leases from the Landlord the Life-leased Premises for the Term.
- 2.02 No person, other than the Resident and his/her spouse, may occupy the Life-leased Premises without the prior written consent to the Landlord.
- 2.03 Notwithstanding any other provision hereof, no person under the age of FIFTY-FIVE (55) YEARS, other than the spouse of the Resident, may permanently occupy the Life-leased Premises throughout the Term without the written consent of the Landlord.

**ARTICLE 3
SURRENDER AND TERMINATION OF LIFE-LEASE**

- 3.01 Notwithstanding the provisions of paragraph 2.01 hereof, the Life-lease shall be surrendered or terminated:
- (a) at the option of the Resident (or both Residents, if more than one) at any time after the Commencement Date, upon 3 months notice in writing to the Landlord. The effective date (the "Effective Date") of such termination shall be the earlier of the date the Landlord re-rents the Life-Leased Premises or three months from the last day of the month in which notice was given;
 - (b) upon the death of the Resident (or both Residents, if more than one), at any time after the Commencement Date, upon the expiry of three full calendar months' from the last day of the month of the death of the Resident (or the survivor of the Residents, if more than one). The Effective Date of such termination shall be the earlier of the date the Landlord re-rents the Life-Leased Premises or three months from the last day of the month in which the Resident (or both Residents, if more than one) has died.
- 3.02 Notwithstanding any other provision hereof, it is understood that upon default of the Resident of any of the covenants herein, the Landlord shall have all the rights to retake possession of the Life-leased Premises and terminate this Life-lease pursuant to the terms hereof.

**ARTICLE 4
DAMAGE DEPOSIT COST**

- 4.01 The Damage Deposit Cost of the Life-leased Premises is \$2,500.00.
- 4.02 The Resident shall pay the Damage Deposit Costs to the Landlord on the date of execution of the Commitment Agreement.

**ARTICLE 5
REPAYMENT UPON TERMINATION**

- 5.01 Where there has been surrender or termination of the Life-lease pursuant to paragraph 3.01, or a termination of the Life-lease pursuant to paragraphs 3.02 or 22.03, the Landlord shall, within the earlier of 30 days after the Life-leased Premises have been re-rented or 30 days after one year from the date of the notice in writing served upon the Landlord pursuant to paragraph 3.01 pay to the Resident or the estate of the Resident as the case may be, without interest, an amount equal to the Damage Deposit Cost paid by the Resident, less any amounts owing by the Resident to the Landlord pursuant to this Life-lease and any cost to repair any damage to the Life-lease Premises caused by the Resident, ordinary wear and tear excepted.
- 5.02 The Landlord requires a damage deposit on the signing of this Life-lease. Damages can be claimed upon occurrence or deducted from the Damage Deposit Cost upon repayment thereof under paragraph 6.01 for the breach of that part of this Life-lease pertaining to arrears of rent and the Resident's responsibilities for damage.

**ARTICLE 6
RENT**

- 6.01 In this Article, the following terms have the following meanings:
- (a) "Operating Costs" means, in respect of a particular Fiscal Year, the aggregate amount, without duplication, of all costs and charges incurred by or on behalf of the Landlord during the Fiscal Year in operating, supervising, securing, repairing, managing, and maintaining the Project in good repair as a first class facility, as established in accordance with generally accepted accounting principles, including, without limitation:
- (i) all costs, charges, wages, salaries and expenses which are attributable to the operation, management, security, repair, and maintenance of the Project, including, without limitation, wages, salaries, and other amounts paid or payable to and for all on-site personnel;
- (ii) the applicable amortization as may be decided by the Town of Imperial (properly allocable to such fiscal year) of all costs incurred after the date any space in the Project was first occupied by any resident for:

- (A) any capital improvement to the Project required by any change in the laws, rules, regulations or orders of any governmental or quasi-governmental authority having jurisdiction, or incurred by the Landlord ;
- (B) any replacement not charged as an expense for repair and maintenance in the year in which incurred of any equipment, floor covering or system in the Building; and
- (C) any repairs, including without limitation structural repairs and repairs to the interior, the exterior, roof or equipment of the Building not charged as an expense for repair and maintenance in the year in which incurred;

which costs shall be amortized over the useful life of the subject capital improvement, replacement or repair;

- (iii) all costs of repairs, maintenance and replacements to the Project, without limitation including painting, renovations, repair and replacement of carpet, snow clearing, gardening and landscaping;
- (iv) the total costs of and amounts paid for all gas, or other fuel used in heating and cooling the Project, all electricity furnished to the Project (other than the separate meter for the Life-Leased Premises), all hot and cold water, sewer, the cost of garbage and trash collection for the Project, if furnished by the Landlord, the other utility costs in the operation, supervision, repair, security and maintenance of the Project;;
- (v) all costs of insuring the Project and the improvements, equipment and other property in the Project and such other insurance in respect of the Project as the Landlord from time to time reasonably determines, or as any mortgagee may require;
- (vi) all fees and licences payable with respect to the operations of the Project and the maintenance and management of the common property, or all costs assumed and paid by the Landlord with respect to the maintenance, repair, replacement, and administration of the common property;
- (vii) audit fees and the cost of accounting services incurred by the Landlord;
- (viii) charges in the preparation of financial statements;

- (ix) all reserves set up by the Landlord, including, without limitation, a general operating reserve, a reserve for replacements, and reserve for rent in arrears, and vacancy reserve;
 - (x) appliances included in the rental of the suites are as follows; fridge, stove, dishwasher and microwave. Tenants will supply their own washer and dryers.
- (b) “Debt Service” in respect of a Fiscal Year means the amount of principal and interest payments that are or were required to be made by the Landlord during that period in respect of one or more debt obligations incurred by the Landlord (whether in the form of or evidenced or secured by a mortgage, note, loan or credit agreement or otherwise).

After the current first mortgage in favour of the Royal Bank has been paid out (estimated to be 2024) the Tenant shall continue to pay to the Landlord the same amount related to Debt Service monthly and continuing thereafter until the amount of the money (the “Amount”) put into the Project by the Town of Imperial has been repaid in full.

The Amount shall be determined as the amount of money put into the Project by the Town of Imperial initially to complete the Project together with simple interest on such amount at the rate of 5% per annum (not compounded) from the date of payment of such amount by the Town of Imperial to the date of repayment of the Amount.

- (c) “Property Taxes” means an amount equivalent to all taxes, rates, duties, levies and assessments whatsoever, whether municipal, provincial, parliamentary or otherwise, levied, imposed or assessed against the Project or upon the Landlord on account thereof, or from time to time levied, imposed or assessed for education, schools and local improvements and including all costs and expenses incurred by the Landlord in good faith in contesting, resisting or appealing any such taxes, rates, duties, levies or assessments. “Property Taxes” shall also mean and include corporation capital tax or any other like tax levied, imposed or assessed upon the capital of the Landlord, howsoever the capital may be measured, and which tax is reasonably allocable to the Project and such taxes, rates, duties and assessments levied, imposed or assessed against roadways, lanes, alleys or other passageways intended for the use of residents of the Project and which do not form part of the Lands or upon the Landlord on account thereof, and any and all taxes which may in future be levied in lieu of Taxes as hereinbefore defined.

6.02 The Operating Costs, Debt Service and Property Taxes which are chargeable back to the Residents of the Life-leased Units as rent under section 6.03, shall be charged back to the Residents in the equal amount of 25% each of the total Operating Costs, Debt Service and Property Taxes (the Proportionate Share of Costs).

6.03 The Resident shall pay to the Landlord, its successors or assigns, at the office of the Landlord in Imperial, Saskatchewan, or at such other place as the Landlord designates from time to time in writing, in lawful money of Canada and without deduction or set off, as additional rent, in advance, his or her Proportionate Share of Costs, on the first day of each and every calendar month throughout the Term, 1/12th of the Landlord's estimate of his or her Proportionate Share of Costs for the current Fiscal Year, provided that if the Term commences after the beginning of any such Fiscal Year or expires before the end of any such Fiscal Year, the Proportionate Share of Costs payable for such Fiscal Year shall be reduced proportionately and if the Term commences on the day other than the first day of a calendar month, the amount payable by the Resident for the first month of the Term shall be reduced proportionately and the Resident shall pay such amount on the first day of the Term.

Within 60 (SIXTY) days of the end of each Fiscal Year, the Landlord shall deliver to each Resident a statement setting forth the actual amount of the Proportionate Share of Costs for such Fiscal Year, and the Resident shall, if required by the Landlord, forthwith pay to the Landlord his/her Proportionate Share of Costs for such Fiscal Year, less the payments made by the Resident to the Landlord during such period, or if the Resident has overpaid such Proportionate Share of Costs, the Landlord shall credit any excess to future Operating Costs, Debt Service and Property Taxes of the Resident.

ARTICLE 7 USE OF LIFE-LEASED PREMISES

7.01 The Resident shall occupy the Life-leased Premises as a private residence and for no other purpose, and may enjoy the use in common with other persons entitled thereto of all property and facilities in the Project which are declared by the Landlord to be common use property and facilities, so long as the Resident abides by the terms of this Life-lease and all rules and regulations formulated by the Landlord relative to the Project.

7.02 The Resident shall not permit or suffer anything to be done or kept, in or about the Life-leased Premises or any part of the Project, which will increase the rate of insurance on the Project or on the contents thereof, or which will obstruct or interfere with the right of other residents of the Building, or annoy them by unreasonable noises or otherwise, nor will the Resident commit or permit any nuisance in the Project or commit or suffer any illegal act to be committed thereon or therein. The Resident shall comply with all of the requirements of all governmental authorities with respect to the Project. If by reason of the occupancy or use of the Life-leased Premises or any other part of the Project by the Resident the rate of insurance on the Project shall be increased, the Resident shall be personally liable for the additional insurance premium, and shall pay the same as additional rent hereunder forthwith upon demand by the Landlord.

ARTICLE 8
ASSIGNMENT, SULETTING OR PARTING WITH POSSESSION

8.01 The Resident shall not assign, sublet or part with possession on the Life-leased Premises or any part thereof during the Term without the prior written consent of the Landlord, which consent may be withheld for any reason at its sole discretion.

ARTICLE 9
REPAIRS AND REPLACEMENT

9.01 The Resident shall:

- (a) Be responsible for ordinary cleanliness of the Life-leased Premises; and
- (b) Take care of the Life-leased Premises in a reasonable and responsible manner and repair damage to the Life-leased Premises caused by his or her wilful or negligent conduct or such conduct by persons who are permitted on the Life-leased Premises by the Resident.

9.02 Except for damage for which the Resident is responsible under paragraph 11.01, the Landlord shall be responsible for maintaining the Life-leased Premises in a good state of repair and fit for habitation during the Term and for complying with health and safety standards, including any housing standards required by law, notwithstanding that any state of non-repair may have existed to the knowledge of the Resident before the Life-lease was entered into.

ARTICLE 10
RULES AND REGULATIONS

10.01 The Resident and his or her agents, servants, invitees and employees shall observe and perform all rules and regulations in relation to the Project made by the Landlord from time to time and communicated to the Resident in writing.

ARTICLE 11
DAMAGE BY RESIDENT

11.01 The Resident shall reimburse the Landlord for costs incurred by the Landlord in making good any damage caused to the Lands, the Building or the Project or any part thereof, including the furnishings and amenities thereof, as a result of the negligent or wilful act or omission of the Resident, or any person in the Project at the invitation of or with the consent of the Resident.

ARTICLE 12
NOTICE OF ACCIDENTS, DEFECTS, ETC.

12.01 The Resident shall give the Landlord prompt written notice of any damage to or defect in the heating apparatus, water pipes, gas pipes, telephone lines, electric light or other wires or other casualty.

**ARTICLE 13
MANAGEMENT, TAXES, INSURANCE AND UTILITIES**

13.01 The Landlord shall provide, or cause to be provided, necessary management, operation and administration of the Project; pay or provide for the payment of all taxes on the Lands and Building, procure and pay or provide for the payment of all insurance as the Landlord may deem advisable with respect to the Land, Building and Project. The Landlord shall not, however, provide insurance on the Resident's personal property.

13.02 The Landlord shall provide for the supply of heat and water to the Life-leased Premises. The Landlord shall not, however, provide for electricity, cable television and telephone services to the Resident's Life-leased Premises.

**ARTICLE 14
QUIET ENJOYMENT**

14.01 Subject to the provisions of the Life-lease, so long as the Resident pays the rents and additional rents hereby reserved and makes the other payment required to be made and performs and observes the covenants and conditions herein on the part of the Resident contained, the Resident shall and may peaceably possess and enjoy the Life-leased Premises for the Term hereby granted without an interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

**ARTICLE 15
LANDLORD'S DISCLAIMER**

15.01 The Landlord, its employees and agents shall not be liable nor responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Resident or any person who is in the Project at the invitation of or with the consent of the Resident, or for an loss or damage or injury to any property belonging to the Resident or to any such person while such property is on or in the Project or the Building, and in particular, but without limiting the generality of the foregoing, the Landlord, its employees and agents shall not be liable for any damage or damages of any nature whatsoever to any such property caused by the failure by reason of breakdown or other cause to supply adequate drainage, snow or ice removal, or by reason of the interruption of any public utility or service or in the event of steam, water rain or snow which may leak into, issue or flow from any part of the Building, or from the water, steam, gas sprinkler or drainage pipes or plumbing works of the same or from any other place or for any damage caused by anything done or committed by any Resident, but the Landlord shall use all reasonable diligence to remedy such condition, failure or interruption of service when not directly or indirectly attributable to the Resident, after notice of same, when it is within its powers and obligation so to do. The Resident shall not be entitled to

any abatement of rent in respect of any such condition, failure or interruption of services aforesaid.

**ARTICLE 16
RESIDENT'S INDEMNITY**

- 16.01 The Resident will indemnify and save harmless the Landlord, its employees and agents of and from all fines, suits, claims, demands and actions of any kind or nature of which the Landlord, its employees and agents shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Resident of any covenant, term or provision hereof or by reason of any injury occasioned to or suffered by any person or persons or any property by reason of any wrongful act, neglect or default on the part of the Resident or any person on or in the Project at the invitation of or with the consent of the Resident

**ARTICLE 17
DELAYS**

- 17.01 Whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in the fulfillment of any obligation hereunder by reason of any cause beyond its control, the Landlord shall be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of such delay or restriction, or shall be relieved from the fulfillment of such obligation if due to inability, and the Resident shall not be entitled to compensation for any inconvenience, nuisance or discomfort, thereby occasioned.

**ARTICLE 18
REMEDYING OF DEFAULT**

- 18.01 In addition to all rights and remedies of the Landlord available to it in the event of any default hereunder by the Resident either by any other provision of this Life-lease or by statute or the general law, the Landlord shall have the right at all time to remedy or attempt to remedy any default of the Resident, and in so doing may make any payments due or alleged to be due by the Resident to third parties and may enter upon the Life-leased Premises to do any work or other things therein, and in such event all expenses of the Landlord in remedying or attempting to remedy such default, together with interest thereon from the date of the Landlord incurring such expenses at a rate equal to THREE (3) PER CENT per annum over the prime rate of the Landlord's main financial institution, compounded monthly, shall be payable by the Resident to the Landlord forthwith upon demand; and
- 18.02 The Landlord may from time to time resort to any or all the rights and remedies available to it in the event of any default hereunder by the Resident, either by any provision of this Life-lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights

and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

**ARTICLE 19
NON-WAIVER BY LANDLORD**

- 19.01 No condoning, excusing or overlooking by the Landlord, its employees and agents of any default, breach or non-observance by the Resident at any time or times in respect to any covenants, provisions or conditions herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect such containing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only on express waiver in writing.

**ARTICLE 20
LANDLORD'S RIGHT TO DO WORK**

- 20.01 The Landlord shall have the right to make additions to and/or improvements or installations in and/or repairs to the Building and/or the Project and/or the common outside areas and whenever reference is made in this Life-lease to the Building or the Project or the common outside areas it shall mean the Building and/or the Project and/or the common outside areas as the same may be changed, added to or improved from time to time and in relation to any such additions, improvements, installations, or repairs the Landlord may cause such reasonable obstruction of and interference with the use or enjoyment of the Building, the Project or the Life-leased Premises as may be reasonably necessary for the purposes aforementioned and may interrupt or suspend the supply of electricity, water or other services when necessary and until said additions, improvements, installations or repairs shall have been completed, there shall be no abatement in rent nor shall the Landlord be liable by reason thereof; provided that all such additions, improvements, installations or repairs shall be made as expeditiously as reasonably possible.
- 20.02 The Landlord and any persons authorized by the Landlord shall have the right to use, install, maintain and/or repair pipes, wires, ducts or other installations in, under or through the Life-leased Premises or any other premises in the Building. Such services shall include, without limiting the generality of the foregoing gas, electricity, water, sanitation, telephone, heating and ventilation. The rent hereunder shall in no way abate while such use, installation, maintenance and/or repair is being carried out.

**ARTICLE 21
DAMAGE OR DESTRUCTION**

- 21.01 If the Project, the Life-leased Premises, or the means of access thereto, shall be damaged by fire or other cause covered by the Landlord's insurance, the Landlord shall with reasonable dispatch after receipt of notice of said damage, repair or replace or cause to be repaired or replaced, the Project, the Life-leased Premises and the means of access thereto, with the materials of a kind and quality then customary in buildings of similar type as the

Project. Any costs incurred by the Landlord in connection therewith which are not recovered under such insurance coverage shall be deemed to be part of the Carrying Charges. Anything in this Article to the contrary notwithstanding, the Landlord shall not be required to repair or replace or cause to be repaired or replaced any equipment, fixtures, furniture, furnishings or decorations installed by the Resident or any previous resident of the Life-leased Premises.

21.02 In case the damage resulting from fire or other casualty shall be so extensive as to render the Life-leased Premises partly or wholly untenable, or if the means of access thereto shall be destroyed, the Resident's Proportionate Share of Costs shall proportionately abate until the Life-leased Premises shall again be rendered wholly tenantable or the means of access restored; but if said damage shall be caused by the act or negligence of the Resident, or of any person in or on the Project by invitation of or with the consent of the Resident, such Resident's Proportionate Share of Costs shall abate only to the extent of the rental value insurance, if any, collected by the Landlord with respect to the Life-leased Premises.

21.03 If the Landlord shall determine that:

- (a) the Project is totally destroyed by fire or other cause; or
- (b) the Project is so damaged that it cannot be repaired or restored within a reasonable time after the loss shall have been adjusted with the insurance carriers; or
- (c) if it shall be illegal to repair such damage;

then in any such event, the Landlord shall terminate this Life-lease by giving the Resident within THIRTY (30) days of such damage or destruction notice of termination and thereupon the rent and any other amounts owing by the Resident under this Life-lease (other than any outstanding obligations of the Resident under the Life-lease as at the time of such termination) shall be apportioned and paid to the date of such damage or destruction and the Resident shall forthwith deliver up possession of the Life-leased Premises to the Landlord.

21.04 To the maximum extent permitted by law or the terms of any policy of insurance now or hereafter obtained by either the Landlord or the Resident, the Landlord and the Resident herewith mutually waive any and all right of subrogation of any insurance carried of either or them with respect to loss or damage to any property within the Project and, to the extent that any loss or damage is covered by the insurance of either the Resident or the Landlord, that Party insured herewith releases the other from any liability with respect to such loss or damage.

ARTICLE 22 ENTIRE AGREEMENT

22.01 The Resident acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Life-lease, and this Life-lease constitutes the entire agreement between the Landlord and the Resident and may not be modified except as

herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Landlord and the Resident.

- 22.02 Without limiting the generality of paragraph 22.01, the parties agree that where the Resident is an Original Resident who executed a Commitment Agreement, the provisions of the Commitment Agreement shall merge upon the execution of this Agreement.

ARTICLE 23 BINDING EFFECT

- 23.01 This Life-lease and everything herein continued shall enure to the benefit of and be binding upon the successors and assigns of the Landlord. If the Resident is more than one person, the covenants of the Resident shall be deemed joint and several. This Life-lease shall be interpreted according to the law of the Province of Saskatchewan.

ARTICLE 24 SEVERABILITY

- 24.01 The Landlord and the Resident agree that all of the provisions of this Life-lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Life-lease be illegal or not enforceable, it or they shall be considered separate and severable from this Life-lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

ARTICLE 25 CAPTIONS

- 25.01 The captions appearing within the body of this Life-lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Life-lease or of any provision hereof.

ARTICLE 26 PAYMENTS DEMED RENT

- 26.01 Each and every sum of money arising to be paid by the Resident to the Landlord pursuant to any provision hereof, whether by way of indemnity or otherwise howsoever shall, from and after the past due date for payment thereof, be deemed to be construed as rent and all rights and remedies available to the Landlord for collection of rent in arrears may be enforced by the Landlord for the collection thereof with interest and costs as herein provided.

**ARTICLE 27
RIGHT TO ACCESS BY THE LANDLORD**

27.01 The Landlord has a right of access:

- (a) to show the Life-leased Premises to prospective residents at reasonable hours after notice of surrender of the tenancy has been given;
- (b) after giving written notice to the Resident of at least 24 hours before the time of entry, which time will be specified on the notice and shall be during daylight hours; and
- (c) immediately without notice in the case of an emergency; and

nothing in this paragraph is to be construed by either party as prohibiting entry with the consent to the Resident given at the time of entry.

**ARTICLE 28
PREAMBLE**

28.01 The preamble hereto shall form an integral part of this Life-lease.

**ARTICLE 29
MISCELLANEOUS INTEREST**

29.01 The Resident shall not file, nor shall it cause to be filed, a miscellaneous interest or any other instrument giving notice of its interest under this Agreement against the title of the Landlord to the Lands.

IN WITNESS WHEREOF the parties hereto have executed this Life-lease as the day and year first above written.

TOWN OF IMPERIAL

PER: _____

RESIDENT

RESIDENT