
A LEASE AGREEMENT

OF

**SANDY BEACH LAKE
REGIONAL PARK AUTHORITY**

THIS LEASE AGREEMENT MADE THE _____ DAY OF _____, 20_____

Between:

SANDY BEACH LAKE REGIONAL PARK AUTHORITY
(hereinafter referred to as "Regional Park Authority")

- and -

of _____

(the "Lessee")

LEASE AGREEMENT

1. Definitions

First Day of the Lease: _____

Last Day of the Lease: [] 25 year lease _____
[] 99 year lease _____

Annual Rental: \$ _____

Leased Property: Lot _____ Sandy Beach Lake Regional Park (the "Leased Property")
(See Attached Schedule "A")

Building Restriction Attached: [] yes [] no

2. Lease

The lessee shall pay the sum of \$ _____ to the Regional Park Authority upon commencement of the Lease.

In consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained, on the part of the Lessee to be paid, observed and performed, Regional Park Authority has demised and leased the Leased Property and by these presents does demise and lease the Leased Property unto the Lessee.

3. Term

The term of this lease shall commence on the First Day of the Lease and continue thereafter to the Last Day of the Lease as defined herein. Provided the Lessee is not in default of this lease, this lease shall automatically renew from year to year after the term expires on the same terms and conditions as provided by the Regional Park Authority to other Lessees at the time of renewal. The Regional Park

Authority may require the Lessee to sign a lease renewal and the Lessee may require the Regional Park to provide the terms of such renewal.

4. Annual Rental

The Lessee shall pay the Regional Park Authority the Annual Rental of \$350.00 per year not later than May 1 of each year for the period January 1 to December 31 of the year in which payment is due.

In the event that the First Day of the Lease or the Last Day of the Lease is not January 1 or December 31, respectively, the Lessee shall pay a pro rated portion of the annual rental for the partial year in which the Lessee rents the Leased Property.

In the event that the dwelling of the Lessee is foreclosed upon or seized by a recognized financial institution, the annual rental shall not be payable but shall continue to accrue and shall be paid upon disposition of the dwelling by the financial institution.

5. Other Charges.

The Regional Park Authority may, by notice in writing to the Lessee not later than May 1 of each year, charge and collect an annual maintenance and operations fee for the maintenance and operation of the Regional Park. The fee shall be due and payable at the same time as the rent, and, in the event of non-payment, may be added to and collected in the same manner as rental arrears.

Except as provided by provincial law, the Regional Park Authority shall not impose any surcharges or fees on the Lessees except as follows:

- a) If the Regional Park Authority considers a special or annual levy to be in the best interests of the Lessees after such meeting, then the cost of providing such services shall be passed on to the Lessees by way of special or annual levy, including the requirement of the Lessees to pay monthly or annually. In the event of a monthly fee, the Regional Park Authority may require either direct deposit or 12 post-dated cheques.

6. Lessee's Financing

In the event that the Lessee obtains financing from a recognized financial institution for the purchase of the Lease or the construction of improvements to the Leased Property, the following shall apply:

- a) The financial institution shall provide notice in writing to the Regional Park Authority within 60 days of the granting of such security;

- b) in the event of default of the amount owing by the Lessee to the financial institution:
 - i. the financial institution may require the Regional Park Authority to advise the financial institution, within 45 days, of the requirements to bring the lease in good standing;
 - ii. provided that the financial institution agrees to bring the within lease into good standing or proceed with foreclosure or sale of the security within such 45 days, the financial institution shall have reasonable access to the Leased Property including the right to travel over lands owned or controlled by the Regional Park Authority, to realize on its security and shall be given a reasonable time to do so; and
 - iii. the within lease may be sold or assigned by legal process to a bona fide purchaser for value and the same shall be deemed not to be a breach of this lease;
- c) the Regional Park Authority and the financial institution shall be at liberty to disclose all information as between each other for the purposes of giving effect to the within provisions;
- d) the Lessee releases the Regional Park Authority for all acts or omissions in dealing with the financial institution;
- e) the Regional Park Authority shall allow a financial institution to take possession of the dwelling in accordance with the financial institution's security;
- f) a financial institution may, but shall not be required, to participate in any dispute resolution between the Regional Park Authority and the lessee;

7. Other

The parties agree with each other as follows:

- a) If a schedule "B" is attached, the Lessee will develop the Leased Property according to specifications set up by the Regional Park Authority in accordance with the attached schedule "B".
- b) The Lessee will not use nor allow any other person to use the premises as to be a nuisance, annoyance, damage or inconvenience to the Regional Park Authority or its tenants, nor to the occupants of adjoining buildings or of the neighborhoods.

- c) The Lessee will, after the execution of this agreement, maintain the building or buildings located on the Leased Property in accordance with the regulations or bylaws adopted by the Regional Park Authority from time to time.
- d) The Lessee will, after the execution of this agreement, abide by all rules, policies, regulations or bylaws adopted by the Regional Park Authority from time to time.
- e) The Lessee agrees and acknowledges that the boundaries of some of the lots located within the Sandy Beach Regional Park (which may include the Leased Property herein) are approximations only and no formal land surveys may have been completed. The Lessee of any such lots releases the Regional Park Authority from any claims that the Lessee may have as a result of damages or loss arising from the Lessee locating buildings or structures such that the same encroach on neighboring lots or vice versa, or as a result of any boundary mis-description. **For clarity, Regional Park Authority does not warrant that the actual boundaries of the Leased Property (which may be the subject of this lease) or any other parcel of property located at Sandy Beach are exactly as specified and the Lessee accepts this arrangement with the exception of Lots 94-126 within Block 1, Plan No.102103805 which are individually surveyed and registered lots.**
- f) The Lessee will pay all charges, taxes, rates and assessments whatsoever which may at any time be charged upon or against or become payable in respect of the Leased Property or in respect of the occupation thereof by the Lessee, including but not limited to taxes levied by the R.M. of Britannia or any succeeding municipal authority and any school division and any other taxes which may be assessed by any level of government authority or the Regional Park Authority, in addition to the rent payable by the Lessee referred to herein.
- g) The Regional Park Authority, or any person authorized by it, may at any time during the term, enter upon the Leased Property to inspect and to examine the condition thereof, including but without being limited to, septic tanks, and the Lessee will furnish to the Regional Park Authority or any officer thereof any further and additional information which may be required in order to enable the Authority to determine whether the Leased Property is being used in a proper manner.
- h) In addition to the covenants, conditions, stipulations and provisos contained herein, this lease shall be subject to all applicable provisions of any provincial, federal or municipal law now in force or which may hereafter from time to time be made under the authority of

any provincial, federal or municipal law. The Lessee also agrees to abide by any bylaw in force and applicable to the Regional Park Authority and also agrees to abide by any bylaw in force and applicable to the Lessee and failure to so may, at the option of Regional Park Authority, result in termination of the Lease by the Regional Park Authority. A breach of any federal, provincial or municipal law or any Regional Park Authority bylaw may be deemed to be breach of this agreement.

- i) If the Leased Property or any part of it is at any time required in connection with any work or works or future work to be constructed pursuant to any federal, provincial or municipal law, Regional Park Authority may cancel this Lease or withdraw any portion of the Leased Property covered by the lease upon reasonable notice to the Lessee. If this type of event should happen Regional Park Authority shall refund the Lessee the unused portion of that year's rent and taxes.
- j) The Lessee shall not assign or transfer this Lease or any of the rights or privileges of the Lessee associated with this Lease without the written consent of the Regional Park Authority which consent may not be unreasonably withheld.
- k) In event of the Lessee failing to pay the rent when due, whether formally demanded or not, or failing to observe or perform any of the covenants, conditions, stipulations or provisos by the Lessee herein agreed to be observed or performed, or failing to comply with the provisions and conditions of the Acts, regulations, laws, bylaws, rules and orders, to which these presents are subject, or any of them, or in case the Leased Property are not to be used for the purpose as set out in this Lease, or in the case they shall be used by any person or persons other than the Lessee and his or her family, Regional Park Authority may cancel this Lease after providing the Lessee with one months notice of its intention to do so; provided nonetheless that in case of such cancellation the Lessee shall continue to be liable to pay, and Regional Park Authority shall have the same remedies for the recovery of any rent then due or accruing due as if this Lease had not been canceled but remained in full force and effect. The parties agree that the laws of the Province of Saskatchewan apply to this Lease.
- l) The Lessee agrees that Regional Park Authority shall not be liable to the Lessee or to any other person for any claim, demand, damages or rights or causes of action, whatsoever, arising out of or incidental to, or in any manner connected with or directly or indirectly caused by this Lease, or caused by or resulting from or incidental to or in any manner connected with or directly or indirectly caused by this Lease or caused by or resulting from or incidental to the use and occupancy for the Leased Property and the Lessee further agrees and obligates himself to save harmless and indemnify Regional Park Authority

against any and all claims, liabilities, demands, damages, rights or causes of action whatever made or asserted by anyone arising out of or incidental to the Lease or the use or occupancy of the Leased Property or improvements thereon.

- m) No waiver on behalf of Regional Park Authority of any breach of any of the covenants, conditions, stipulations or provisions herein contained shall be made or be binding upon Regional Park Authority unless the breach is expressly waived by the Regional Park Authority and same shall extend and apply only to the particular breach so waived and shall not limit or effect its rights with respect to any other or future breach.
- n) No event of overholding of the Leased Property by the Lessee after the expiration or sooner termination of the term of this Lease shall constitute a renewal of this Lease except as provided herein, and the Lease shall remain terminated.
- o) Except as otherwise provided herein, all changes, leasehold improvements, alterations, repairs and additions to the Leased Property and Leased Property covered by this Lease shall become the property of Regional Park Authority.
- p) Upon the termination or expiration of this Lease the Lessee shall forthwith remove all of the Lessee's furnishings and belongings and other personal property and the Lessee shall make good all damage to the Leased Property or occasioned by the removal thereof.
- q) The Regional Park Authority shall not be liable to the Lessee for any injury to the Lessee or any other person or damage to or loss of property resulting from fire, explosion or any other impact, latent gas, electricity, water, rain, flood, snow or leaks from any part of the Leased Property or plumbing works or for any damage to the Leased Property which is the subject of this Lease from the aforementioned causes or any other cause whatsoever. The Lessee shall have proper insurance in place.
- r) The Lessee agrees to pay Goods and Services Tax ("GST") when same is applicable on the same dates that the installments of the rent are payable.
- s) The Lessee shall be in default of the Lease if and whenever:
 - i) The Lessee fails to pay the rent on the day appointed for payment; or
 - ii) The Lessee fails to pay GST, if applicable, on the day appointed for payment; or

- iii) The Lessee fails to observe, comply with any of the terms, covenants or conditions of this Lease and has failed to remedy such breach, non-compliance or non-performance within the time that Regional Park Authority may reasonably allow remedying of such breach; or
 - iv) The Lessee or any person occupying the Leased Premises or any part thereof becomes bankrupt; or
 - v) A receiver or a receiver manager is appointed for all or a portion of a Lessee's property situated in or on the Leased Property; or
 - vi) This Lease or any of the Lessee's assets governed by this Lease are taken under writ of execution, attachment or similar process; or
 - vii) The Lessee's leasehold interest in the Leased Property is charged or encumbered or the Leased Property is occupied other than as permitted herein by someone other than the Lessee.
- t) If the Lessee is in breach of this Lease agreement, Regional Park Authority may at its option terminate the Lease upon providing notice as provided herein.
- u) Any notice, demand, request or other document which may be or is required to be given under this Lease shall be delivered in person or sent by registered mail, postage prepaid, and shall be addressed:
- (a) if to Regional Park Authority: Sandy Beach Lake Regional Park Authority
P.O. Box 2275
Lloydminster, Saskatchewan
S9V 1S6
 - (b) if to the Lessee: at the address set out on the first page of this lease except where the Lessee has provided the Regional Park Authority with written notice of a change of address for service.

Any such notice, demand, request or consent is conclusively deemed to have been given or made on the day on which notice, demand, request or consent is delivered or, if mailed, then 48 hours following the date of mailing, as the case may be, and any time

period referred to herein commences to run from the time of delivery or 48 hours following the date of mailing as the case may be.

- v) These presents and everything herein contained shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties thereto (where assignment or transfer is permitted).

- w) The parties agree that if the Lessee does not keep the Lessee's property in a safe and sanitary condition then, in addition to Regional Park Authority having any rights in accordance with federal, provincial or municipal law or by any bylaw of the Regional Park Authority, Regional Park Authority may terminate the Lease and Regional Park Authority may make such repairs and improvements and clean up that it deems necessary and all costs related thereto shall be added to the rent payable by the Lessee. If the Leased Property or any improvements on the Leased Property become uninhabitable in the option of the Regional Park Authority, the Regional Park Authority may demolish or remove the premises and the costs of so demolishing or removing shall be added on to the rent

payable by the Lessee and Regional Park Authority may use any remedy permitted by law to collect those costs or any rent payable by the Lessee.

WHEREOF The Sandy Beach Lake Regional Park Authority, as Lessor, has hereunto set its hand by its authorized signing officers and seal as of the _ day of _____, 20____.

IN WITNESS WHEREOF THE Lessee hereby executes this Lease as of the _ _____ day of _____, 20____.

SANDY BEACH REGIONAL PARK AUTHORITY

Chairperson:

Lessee:

Lessee: