

LEASE AGREEMENT

THIS AGREEMENT EFFECTIVE the _____ day of _____, 20_____.

BETWEEN:

NORTHERN VILLAGE OF GREEN LAKE
A MUNICIPAL CORPORATION
(Herein the "Lessor")

AND:

of the Northern Village of Green Lake
(Herein the "Lessee")

1.0 LEASE OF LANDS

The Lessor leases to the Lessee that certain parcel of land situated near Green Lake Saskatchewan, legally described as:

as shown in the attached Schedule "A"
(Hereinafter called the "Leased Land")

2.0 TERM

2.1 Subject to the Cancellation and Termination provisions of Paragraph 8.0 hereof, the term of this Lease shall commence on the effective date and expire on the 17th day of July , 2108.

3.0 RENTS, TAXES AND OTHER CHARGES

3.1 The Lessee shall annually pay to the Lessor throughout the term of this Lease Agreement the amounts payable for rent, together with applicable taxes, and any additional charges as are prescribed for the Leased Land. The Lessor and Lessee acknowledge and agree that the annual rent may be revised from time to time during the term of this Lease Agreement in accordance with the provisions of Paragraph 3.2 hereof. Currently the annual rent payable on the Leased Land is _____ per annum.

- 3.2 The Lessor and the Lessee agree that the annual rent will be negotiated by both parties every five (5) years and determined based on the mutual agreement of both parties. In the event that a mutual agreement as to the annual rent for the five year period cannot be reached, the Lessor and the Lessee agree to referred to arbitration before a single arbitrator who shall determine the annual rent to be paid based on the fair market value of the land and whose determination shall be conclusive and binding upon all parties and from which there shall be no appeal. The arbitration shall be conducted in accordance with the provisions of The Arbitration Act of the Province of Saskatchewan
- 3.3 Payments required by Paragraph 3.1 are due yearly in advance on the first day of January, _____, the first payment to be prorated to the last day of _____, next following.
- 3.4 If during the term of this Lease, sewer, water or power facilities (the “said utilities”) becomes available to the Leased Land, and if the Lessee intends or wishes to access the said utilities, then the Lessee agrees to arrange for the extension of the said utilities to the Leased Land at the Lessee's own personal expense. The Lessee shall be responsible for completion of the services from the Leased Land to any building or structure erected on the Leased Land by the Lessee. The Lessee shall be responsible for all charges for utilities supplied to the Leased Land. For greater certainty, if the Leased Land is outside the municipal service area of the Lessor, the said utilities will not be made available to the Leased Land.
- 3.5 The Lessor shall be responsible for all applicable taxes which may be charged on or against the Lease Land. The Lessee shall be responsible for all applicable taxes that may be charged on or against any building, structure or improvement erected on the Leased Land by the Lessee.
- 3.6 The Lessee shall pay to the Lessor a non-refundable signing fee in the amount of \$10,000.00 (Ten Thousand)_ upon execution of this Lease Agreement.

4.0 USE

- 4.1 The Lessee will not erect any other buildings or structures on the Leased Land without the consent of the Lessor. The Lessee will only use the Leased Land for the building and development of a single dwelling personal use residence only.
- 4.2 The Lessee shall not, without the written consent of the Lessor:
- (a) sublet, or assign this Lease, or any part of, or any interest in this Lease;
 - (b) change the natural course of any waterways on the Leased Land;
 - (c) cut down trees growing upon the Leased Land, nor will the Lessee permit any other person to do so;

- (d) allow the entry of any persons for the purpose of outfitting, eco-tourism, picking of berries or flowers or any such plant materials; or
- (e) remove any sand, gravel, clay, stone or other such substances existing on, or under the surface of Leased Land in any manner that is not in accordance with the Residential Zoning Bylaw of the Lessor.

5.0 DEVELOPMENT

- 5.1 The Lessee shall, within 24 months after the effective date of this Lease, commence construction at the Lessee's own expense of a building or buildings or other improvements and complete construction for use and occupation within three years from the effective date in accordance with the requirements of the Lessor which are appended as Schedule "B" hereto.
- 5.2 Without limiting the generality of Paragraph 14.1 the Lessee shall ensure that any building on the leased land is designed, constructed, erected, placed, altered, repaired, renovated, demolished, relocated, removed, used, occupied in accordance with the terms of this Agreement, as well as the Municipal Building Bylaws and *The Uniform Building and Accessibility Standards Act, The Fire Prevention Act,* and regulations thereunder.
- 5.3 In the event the building or buildings or other improvements referred to in Section 5.1 are destroyed or removed, the Lessee shall construct replacement buildings or improvements, at the Lessee's own expense by no later than [three years] following the destruction or removal. The Lessee shall not proceed with construction until a new Site Development Plan has been approved by the Lessor.

6.0 MANAGEMENT AND USE

- 6.1 The Lessee shall maintain and keep in good repair all buildings, structures and improvements on the Leased Lands.
- 6.2 The Lessee agrees to take part in any garbage disposal program and to pay any charge for such garbage disposal services. For greater certainty, if the Leased Land is outside the municipal boundaries of the Lessor, the Lessee shall be responsible for his own garbage disposal.
- 6.3 The Lessee shall keep the Leased Land in a neat and sanitary condition and without limiting the generality of the foregoing, shall control all noxious weeds and dispose of all garbage, ashes and other litter or waste matter as may be directed by the Lessor, for the purposes of keeping the Leased Land and buildings in a neat and sanitary condition and to prevent contamination of the Leased Land. The Lessee further agrees not to store, keep or abandon any waste or litter on the Leased Land.
- 6.4 If the Lessee refuses or neglects to carry out any maintenance, alterations or repairs as required by Paragraph 6.1, or to keep the land and buildings in a neat and sanitary condition as required by Paragraph 6.3 to the satisfaction of the

Lessor, the Lessor may, but is not obliged to, perform such maintenance, alterations, restorations, and clean-up (the "work") as considered appropriate by the Lessor. Upon completion of such work the Lessee agrees to immediately pay the Lessor's costs of doing such work as a charge upon demand. In the event the Lessee fails to immediately pay the costs for the work to the Lessor, then in that event the Lessor can add the costs of the work to the rent which is otherwise payable by the Lessee to the Lessor under Paragraph 3.1 hereof.

6.5 In the event the Lessor undertakes any work under Paragraph 6.4 hereof, then:

- a) The Lessor shall not be liable for any loss or damage that may result to the Lessee's improvements, structures, or chattels;
- b) Entry by the Lessor for the purposes of doing the work is not a re-entry or breach of any covenant of quite enjoyment.

6.6 The Lessee shall not commit, suffer, permit or carry on anything or any activity on the Leased Land that shall be deemed to be or result in a nuisance or which shall be offensive or an annoyance to the Lessor or to the occupiers of adjoining lands.

6.7 The Lessor shall provide road maintenance. For greater certainty, if the Leased Land is outside the municipal boundaries of the Lessor, the Lessee shall be responsible for his own road maintenance.

7.0 ENTRY AND INSPECTION

7.1 The Lessee shall provide the Lessor, or any person authorized by the Lessor, with access to the Leased Land, with or without prior notice, together with the right to take necessary equipment on to the Leased Land, for the purpose of monitoring compliance by the Lessee with the provisions of this lease.

7.2 The Lessee shall furnish to the Lessor any information that may be required in order to enable the Lessor to determine whether the Leased Land is being used in accordance with the terms and conditions of the Lease.

8.0 CANCELLATION AND TERMINATION

8.1 In the event that:

- a) the Lessee fails to pay any rent, taxes or charges when due, whether formally demanded or not;
- b) the Lessee fails to observe or perform the covenants, conditions, provisions and stipulations herein agreed to be observed and performed, then the Lessor may cancel the Lease after giving thirty (30) days written notice to the Lessee.

8.2 In the event of cancellation, the Lessee shall continue to be liable to pay, and the Lessor will have the same remedies for the recovery of any rent then due or

accruing due as if this Lease had not been cancelled but remained in full force and effect.

9.0 IMPROVEMENTS AND CHATTELS

9.1 Subject to Paragraph 9.2, upon the expiration, termination or cancellation of the Lease, the Lessee:

- a) may remove any building, structure or fixtures constructed or affixed by the Lessee on the Leased Land; and
- b) shall restore the land to the satisfaction of the Lessor,

within a period of six months from the expiration, termination or cancellation of the Lease.

9.2 It is understood and agreed between the Lessor and the Lessee that the Lessee shall have no right to remove any building, structure or fixture from the Leased Land where and if any rents, taxes or other charges required to be paid by the Lessee by this Lease are due and owing.

9.3 Where the Lessee fails to remove any buildings, structures or other fixtures within the time set forth in Paragraph 9.1, the Lessee acknowledges and agrees that:

- a) the Lessee is no longer entitled to remove the said buildings, structure or fixture and has no further rights with respect to them; and
- b) the Lessor may remove and dispose of any such building, structure or fixture in any manner considered appropriate.

9.4 The Lessee shall remove all chattels owned or placed by the Lessee on the Leased Land within a period of six months from the expiration, termination or cancellation of the Lease. Where the Lessee fails to remove any or all chattels within the said six month period, the said chattels shall be deemed forfeited to the Lessor without payment or compensation, and may be disposed of in any manner considered appropriate by the Lessor.

10.0 WITHDRAWAL

10.1 This Lease is subject to any easement granted or to be granted, by the Lessor.

11.0 ASSIGNMENT

11.1 The Lessee shall not assign, transfer or sublet this Lease or any part hereof or any of the rights or privileges contained herein without the written consent of the Lessor, which shall not be unreasonably withheld. In the event an assignment is made, the assignee shall become a Party to this Agreement.

12.0 LIABILITY AND INDEMNITY

- 12.1 The Lessee agrees with the Lessor that the Lessor, it's employees, agents and representatives shall not be liable to the Lessee or any other person for any and all claims, actions, suits, liabilities, demands, damages, or rights or causes of action, whatsoever, arising out of or in any manner connected with, or directly or indirectly caused by this Lease.
- 12.2 The Lessee shall indemnify the Lessor, it's employees, agents and representatives from any and all claims, actions, suits, liabilities, demands, damages or rights or causes of action whatsoever made or asserted by anyone arising out of or incidental to this Lease or the use or occupancy of the Leased Land.
- 12.3 This section shall survive any expiration, termination or cancellation of this Lease Agreement.

13.0 OVERHOLDING

- 13.1 If this Lease expires or is cancelled and the Lessee fails or refuses to vacate the Leased Land, the Lessee shall pay the Lessor as liquidated damages an amount equal to double the amount of rent that the Lessee would have been required to pay, with respect to the period during which the Leased Land remains in possession of the Lessee, had the Lease not expired or been cancelled. This Paragraph shall survive the expiration or termination of the Lease, but does not imply the creation of any new leasehold or tenancy as to the Leased Lands.

14.0 MISCELLANEOUS

- 14.1 The Lessee shall conform with all provisions of the law, including federal, provincial or municipal, which relate to the Leased Land or the Lessee's development and use of the Leased Land.
- 14.2 No waiver by the Lessor of any breach of this Lease shall be made or be binding on the Lessor unless such waiver is given in writing, and any waiver will apply only to the particular breach so waived and will not limit or affect the Lessor's rights related to any other or future breach.
- 14.3 Any notices or communications required or permitted to be given pursuant to this Lease shall be in writing and may be delivered to, or sent by prepaid registered mail to:
- a) The Lessor at:

Northern Village of Green Lake
Green Lake, Saskatchewan, SOM 1B0
 - b) The Lessee at the address shown on the first page of this Lease.

Or to such other address as either party may notify the other in accordance with this section, and if so delivered shall be deemed to have been given on the fifth business day after the date of mailing.

- 14.4 No amendment of this Lease shall be effective unless it is made in writing and executed by both the Lessor and Lessee, save and except the right of the Lessor to increase the annual rent under Paragraph 3.1 hereof.
- 14.5 This Lease shall be governed by and interpreted in accordance with the laws in force in the Province of Saskatchewan.
- 14.6 This Lease shall inure to the benefit of and be binding on the heirs, executors, administrators, successors and assigns of the Lessee.
- 14.7 Time is of the essence.

IN WITNESS WHEREOF the Lessor and the Lessee have executed this Lease.

**NORTHERN VILLAGE OF GREEN LAKE
A MUNICIPAL CORPORATION**

PER:

SIGNED SEALED AND DELIVERED)
 In the presence of:)
)
)

Witness

Lessee

SCHEDULE "A"

Legal Description

SCHEDULE “B”

- A. Site Area Requirements
 (a) Residential - Minimum – 600m² and Maximum – 4048 m²
- B. Site Frontage Requirements
 (a) Residential - Minimum – 18 metres (60 feet)
- C. Yard Requirements
 (a) Lake front residential lots:
 (i) Front yard (abutting street)
 - Principal buildings - Minimum – 6 metres (20 ft. from property line)
 - Accessory buildings - Minimum – 1.5 metres (5 ft. from property line)
 (ii) Side yard - Minimum – 1.5 metres (5 ft. from property line)
 (iii) Rear yard (lake side)
 - Principal buildings - Minimum – 4.5 metres (15 ft. from property line)
 - Accessory buildings - Minimum – 4.5 metres (15 ft. from property line)
 (iv) Accessory buildings shall not cover more than 30% of the required front yard for principal buildings.
 (b) All other residential lots:
 (i) Front yard (abutting street)
 - All buildings - Minimum – 6 metres (20 ft. from property line)
 (ii) Side yard - Minimum – 1.5 metres (5 ft. from property line)
 (iii) Rear yard
 - Principal buildings - Minimum – 4.5 metres (15 ft. from property line)
 - Accessory buildings - Minimum – 1.5 metres (5 ft. from property line)

For the purpose of this section a lakefront residential lot shall include any lot proposed for residential development that abuts the bank of the lake, or abuts dedicated land that abuts the bank of the lake within 30 metres (100 ft. of the rear lot line).

- D. Floor Area
 (a) Per dwelling unit or per level - Minimum of 71.35 metres sq. (768 sq. ft.)
 (b) Detached accessory buildings - Maximum – 111.5 m² (1,200 ft²)
- E. Residential Development
 (a) One unit dwellings shall:
 (i) not provide for the storage or collection of goods, commodities, machinery or other forms of materials in front or side yards;
 (ii) have a maximum of one detached residential suite permitted on each site, yard requirements shall apply and shall not exceed the size of the principle building;

- (iii) ensure all water supply and wastewater disposal meet the legislated provincial standards and are inspected by a Provincial Health Inspector;
- (iv) pit privies are prohibited;
- (v) ensure no building exceed two stories or 10 metres in height exclusive of any chimney;
- (vi) be permitted to fence on any lot line or in any yard provided they are not more than 1 metre in height and are maintained in a non-hazardous or dilapidated condition;
- (vii) have only one principle use permitted on a lot; and
- (viii) development permits are required for any new development, or alteration to existing structures.

F. Sign Size

- (a) The maximum facial area of a sign on residential sites shall be 0.5square metres (5 ft.²)
- (b) The maximum facial area of a sign on all other sites shall be 3.5 square metres (37.7 ft.²)

G. Protection of Trees and Vegetation

- (a) No person shall cut or remove any tree located in this district, with a trunk diameter of more than 100 millimetres measured at a height of 1 metre above grade, without having first obtained a development permit
- (b) The Development Officer may issue a development permit which provides for the cutting or removal of trees where:
 - (i) the removal is, in his opinion, necessary to provide for access to the site, required off-street parking, or access thereto in conjunction with a permitted use on the site;
 - (ii) the trees are located on the property within 2 metres of the proposed building;
 - (iii) the trees are located on the property within 2 metres of an existing building;
 - (iv) the trees are, in his opinion, dead, dying, severely diseased, or damaged so as to pose a safety hazard, or
 - (v) the trees are too close together to allow proper growth, and the removal is for specific trees identified in the permit comprising less than one third of the trees located on the property and regulated under clause (1); and
 - (vi) brush, deadwood and shrubs that create a fire hazard and must be removed to a minimum of 2 metres from the proposed building.
- (c) Clause (1) shall not apply to removal of dead trees, to the cutting of trees severely damaged by weather, to the normal pruning and maintenance of trees, or to the maintenance of public spaces by the municipality.
- (d) No person shall clear more than 500 square metres of land of natural bush, shrubs, or small trees, on any parcel of land, except as may be required for the development of streets in an approved subdivision, or except as specifically provided for in an approved development permit. In any development permit, Council may apply special conditions limiting the area of land cleared of natural bush, small trees or shrubs.
- (e) Cutting of trees, willows and shrubs to clear a line of sight or access to waterfront in areas designated as municipal reserve are not permitted without application to and approval of Council.

H. Public Access Areas; Waterfront and Municipal Reserve

- (a) No areas as described above shall be hindered, cluttered, blocked or access denied by vehicles, trailers, boats or persons storing items such as docks, boats, outdoor furniture or picnic tables. Seasonal docks will be permitted access through municipal reserve by Council only with municipal permit issued by the Northern Village of Green Lake. All docks in contact with the water must meet both provincial and federal guidelines for waterfront development and contact with water. Dock development will be kept to a minimum, sharing is required to maintain the natural area and so as not to inhibit the fish habitat.
- (b) No pits for fire purposes are permitted on the beach without a special occasion burning permit and will not be issued on a continuous use basis.
- (c) No public area shall be altered in any manner (trees, shrubs, digging, trenching or removing of rock or vegetation) unless permission is granted by Council and all Provincial and Federal regulations are adhered to and proper permits are obtained.
- (d) Where lakefront property owners intend to access the lake for provision of water to their dwelling, only seasonal systems will be permitted. All systems must meet provincial health and operational standards, permission to alter or access municipal reserve must be gained from municipality, no liability for water quality or system operation and maintenance will be accepted by the municipality.