

TOWN OF ST. WALBURG
BYLAW NO. 2019-01
A BYLAW OF THE TOWN OF ST WALBURG TO ENTER INTO A
LEASE AGREEMENT WITH THE ST. WALBURG CURLING CLUB

WHEREAS the Town of St. Walburg is authorized to enter into agreements with any person or association under Subsection 4(3) of *The Municipalities Act*;

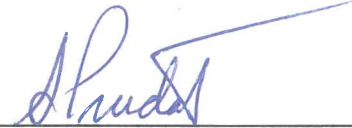
AND WHEREAS it is deemed advisable to enter into such an agreement with the ST. WALBURG CURLING CLUB;

NOW THEREFORE, the Council of the TOWN of ST. WALBURG in the Province of Saskatchewan enacts as follows:

1. The lease agreement attached hereto and marked "SCHEDULE A" shall take effect in all aspects to Bylaw 2018-16.
2. The Mayor and Chief Administrative Officer are hereby authorized, empowered, and directed to execute the agreement incorporated herewith as "SCHEDULE A" to this bylaw and forming part thereof, and to affix the corporate seal of the Town of St. Walburg and to do and to cause to be done all acts, matters and things which may be necessary for the due performance and fulfillment of the said agreement.
3. This bylaw shall come into force and take effect from and after the day of Saskatchewan Liquor and Gaming Authority Permit Approval thereof.
4. Bylaw No. 3-95 is hereby repealed in its entirety.

{Seal}





Mayor



Chief Administrative Officer

This Bylaw given three readings and adoption at the January 10, 2019 Regular Meeting of Council.



Chief Administrative Officer

SCHEDULE "A" TO BYLAW 2019-01
LEASE AGREEMENT

THIS INDENTURE made in duplicate this 31 day of January, ^{2019 AS}~~2018~~ _{BD}

BETWEEN:

Town of St. Walburg
134 Main Street, PO Box 368
St. Walburg, SK S0M 2T0
Hereinafter called "The LESSOR" of the FIRST PART

AND:

St. Walburg Curling Club
PO Box 635
St. Walburg, SK S0M 2T0
Hereinafter called "The LESSEE" of the SECOND PART

LEASE OF COMMERCIAL PREMISES

WITNESS that in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee for use and occupation as a curling rink and for no other purpose without the consent of the lessor the following premises:

North Easterly Portion of the Communiplex Facility
BLOCK 39, K, PLA
St. Walburg, SK S0M 2T0
Plan 81-B-10256

which premises is described by civic address as 444 – 4th Street East, St. Walburg.

TERM

TO HAVE AND TO HOLD the premises for a term of 99 years to be computed from the 1st day of January 2018 to and including the 31st day of December 2117, both days inclusive and paying therefore an annual rental of \$1.00 which shall be payable unto the Lessor in the following manner:

1. Payment shall be made on the first business day of each and every year of the said lease.

THE LESSEE COVENANTS WITH THE LESSOR:

RENT

2. To pay rent.

UTILITIES

3. To pay all business tax, power, hear, telephone, internet, water, sewer, garbage collection, and recycling charges with respect to the premises.

REPAIR

4. To keep the premises in a reasonable state of repair, reasonable wear and tear and damage by lightning, fire, and tempest only excepted.

NOTICE TO LESSOR

5. To give the lessor immediate notice of any accident or defect in the water pipes, gas pipes, sewer pipes, electric, or other wires.

ALTERATIONS AND ADDITIONS

6. Not to make any alterations or additions to the premises without the Lessor's written consent.
7. Building and Development Permit applications are to be submitted for approval to the Town of St. Walburg, prior to any alterations and/or additions to the facility.

Handwritten initials and signatures in blue ink.

**SCHEDULE "A" TO BYLAW 2019-01
LEASE AGREEMENT**

NO NUISANCE

8. Not to do or permit anything to be done on the premises which may cause a nuisance or by which the fire insurance on the building will be increased.
9. Not to do anything in the premises which may in the opinion of the Lessor interfere with the quiet enjoyment of the other occupants of the building.

LESSOR'S INSPECTION

10. To permit the Lessor or their agents at all reasonable times to enter and examine the state of repair of the leased premises and to repair and amend in a skillful manner any defect for which the Lessee is liable or responsible and for which written notice has been given to the Lessee by the Lessor.

LEAVE IN GOOD REPAIR

11. At the termination of the lease to leave the premises in a good state of repair and in the same condition as that in which it was found, reasonable wear and tear excepted.

REMOVAL OF FIXTURES

12. That at the termination of the lease to remove his fixtures and in so doing to restore any damage done to the premises by removal thereof so that the condition of the building was the same as it was upon the Lessee receiving it.

COMPLY WITH LEGISLATION

13. To comply with all police, fire, and sanitary regulations imposed by Municipal, Provincial, Federal authority or made by insurance underwriters and to observe and obey the regulations and other requirements covering the conduct of the Lessee's business with respect to the use of the premises and to save the Lessor harmless from any damages, charges, accidents, or costs for non-compliance with or violation of the said laws, ordinances and requirements or for any liability for costs or damages or injury to persons or property resulting therefrom and, with respect to the Lessee's portion of the building, to keep the sidewalks in front of the premises clean and orderly in winter and summer and free from ice and snow. Where this lease pertains to a portion of the premises to keep the premises clean and the emergency exits free of obstruction and not to interfere with the ingress and egress of the other tenants.

THE LESSOR COVENANTS WITH THE LESSEE:

QUITE ENJOYMENT

14. To allow the Lessee quiet enjoyment of the premises.

FUNDAMENTAL REPAIRS

15. To keep the roof, exterior walls, connections with town water mains, all exterior portions of the building, life saving systems, and fire suppression systems of the building in a good state of repair and from time to time to repair the same.

INSURANCE

16. To maintain Lease Insurance including but not limited to general liability and fire insurance on the building and if the premises be damaged or destroyed to repair or rebuild within a reasonable time.

LESSEE'S FIXTURES

17. At the termination of the lease, to allow the Lessee to remove the Lessee's fixtures providing the Lessee restores the premises to the same condition in which it was found.

THE PARTIES COVENANT WITH EACH OTHER:

DAMAGE BY FIRE

18. That in the event the leased premises be destroyed or damaged by fire so that the leased premises become wholly unfit for occupancy rent shall terminate as of the date of the fire but shall recommence immediately after repairs have been completed; provided, however, that if

Handwritten initials: JH, BD, AB

**SCHEDULE "A" TO BYLAW 2019-01
LEASE AGREEMENT**

the damage caused is not so as to cause the entire premises to be unfit for occupancy rent shall abate in proportion that the part rendered unfit bears to the whole premises.

COSTS OF IMPROVEMENTS

19. The parties covenant and agree unless this lease otherwise provides, any and all renovations and improvements made by the Lessee to the interior and exterior of the premises shall be borne by the Lessee and the Lessor shall not be required to make any renovations or improvements thereto.

BINDING ON HEIRS

20. This indenture shall be binding upon the parties hereto, their heirs, executors, administrators, board members, and assigns and where the singular or masculine is used same shall be construed to mean the plural, feminine or incorporated company where the context or the parties so require.

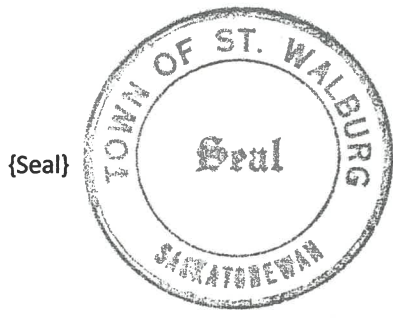
EFFECTIVE DATE

21. Notwithstanding the date of actual execution, this indenture shall be deemed to have been made and executed on the 1st day of January 2019; or the date of Saskatchewan Liquor and Gaming Authority approval, whichever comes first.

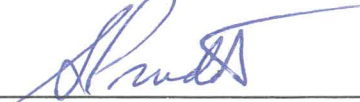
LAWS OF SASKATCHEWAN

22. The laws of the Province of Saskatchewan shall govern this indenture.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals as attested to by the proper officers of the Town of St. Walburg this 10 day of January, 2019.



TOWN OF ST. WALBURG



Mayor

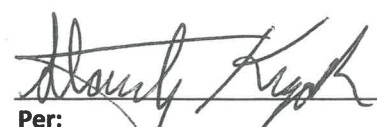


Chief Administrative Officer

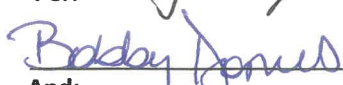
IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals as attested to by the proper officers of the St. Walburg Curling Club this 31 day of January, 2019.

{Seal}

ST. WALBURG CURLING CLUB



Per:



And: