

PROVINCIAL PARK LAND LEASE
(Seasonal Residency)

RENEWAL

THIS LEASE AGREEMENT made this _____ day of _____, 20_____.

BETWEEN:

HIS MAJESTY THE KING in the right of the Province of Saskatchewan, herein represented by the Minister of Parks, Culture and Sport of the said Province

(hereinafter called the "Minister")

AND:

Of _____
in the Province of _____

(hereinafter called the "Lessee")

WITNESSES that for and 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, the Lessor has leased unto the Lessee the following land in the Province of Saskatchewan, that is to say:

Lot ____, Block ____

Subdivision

Provincial Park
Plan No. _____

(hereinafter referred to as "the said land")

TO HAVE AND TO HOLD the said land unto the Lessee for and during the first term from the 1st day of April, 20____, to the 31st day of March, 20____, and from henceforth next ensuing for a term of Twenty (20) years and fully to be completed and ended on the 31st day of March, 20____.

YIELDING AND PAYING therefore to the Minister during the term of this Agreement including any extension thereof, in respect of the lease lands, the amounts for rent and any additional charges as prescribed for Provincial lands by the Parks Regulations in force as amended from time to time under *The Parks Act*, such amounts and charges being payable yearly in advance on the first day of April, the first of such payments to be made on the effective date of this Agreement as first above written and shall be prorated to the 31st day of March, next following the effective date of this Agreement.

THE PARTIES HERETO COVENANT AND AGREE with each other as follows:

1. **The Lessee** will pay the said rent in the manner aforesaid.
2. **The Lessee** will use the said land for summer residence purposes only, developing it in accordance with plans approved by the Minister or his authorized agent and will not use or permit the same to be used for any other purpose whatsoever, nor in any manner inconsistent with such occupation.
3. (a) **The Lessee** will, within six months, after the execution of this lease, and after obtaining a building permit, commence and without intermission and with reasonable expedition proceed with the erection of a building or buildings in accordance with the specifications set out in the Regulations pursuant to *The Parks Act*, and *The Construction Codes Act*. The Lessee will at his own expense completely finish the same for use and occupation for use as a summer residence on or before the ___ day of ___ n/a ___, 20___, in a substantial and workmanlike manner according to the aforesaid approved plans.

(b) **Where**, for any reason, the said building or buildings are destroyed or removed, the Lessee will re-erect a building in accordance with this clause within two years from the date of such destruction or removal.

(c) **The Lessee** shall not construct any building within 6 metres of the front boundary and within 1.5 metres of other boundaries of the lot.

4. **The Lessee** shall not reside on the said land or allow the same to be occupied on a permanent basis without written permission of the Minister.
5. **The Lessee** will not, at any time during the said term exercise or carry on, or permit, or suffer to be exercised or carried on, in or upon the said land, or any part thereof any noxious, noisome or offensive art, trade, business, occupation or calling or keep, sell, use, handle, or dispose of any merchandise, goods, or things which the Lessor may for any reason deem objectionable, or by which the said land or any building thereon shall be injured, and no act, matter or thing whatsoever shall, at any time during the said term, be done in or upon the said land, or any part thereof, which shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the adjoining or neighbouring lands and premises.
6. **If and whenever** during the term, sewer, water or power facilities are made available to the Lessee, the Lessee hereby covenants and agrees to arrange, at the Lessee's expense, for the extension of the said facilities to the said land within a time designated by the Minister. Nothing in this lease conveys any right or permission for the Lessee to connect onto any power, water or sewer systems, nor does the Minister have any obligation to provide such connections onto any power, water or sewer systems, nor to guarantee any quantity of supply or disposal.
7. **The Lessee** will pay yearly and every year in advance on or before the 1st day of April, all charges, taxes, rates and assessments whatsoever that may at any time be charged upon or against or become payable in respect of the said land or in respect of the occupation thereof by the Lessee.
8. **The Lessee** shall not sell, assign or transfer his rights described in this lease without the consent of the Lessor and any sale, assignment or transfer made with such consent, shall be registered with the Government of Saskatchewan and may be subject to additional fees.
9. **This Lease** shall be subject to all the provisions as set out in *The Parks Act* and regulations enacted thereunder from time to time in respect of leases under that Act, or any Act in lieu thereof, including *The Construction Codes Act*.
10. **The Lessee** shall observe, perform and abide by all the relevant provisions of all Acts and Regulations and all changes or amendments thereto which may from time to time be made.
11. **If the said** land or any part thereof is at any time required in connection with any work or works to be constructed under *The Saskatchewan Water Corporation Act*, *The Water Power Act*, or *The Irrigation Act, 1996*, or for aeroplane landing fields, beacons power, gas, telephones or for any public purpose or if it appears that the said land contains minerals (defined in *The Mineral Resources Act, 1985*) or if a railway company becomes entitled to a grant from the Crown of any part of the said land, the Lessor may cancel these presents or withdraw any portion of the said land, from the operation of these presents on thirty days' notice in writing to the Lessee.
12. **In default** of payment of any rent or any consideration when due, whether formally demanded or not, or in case of breach or non-performance or non-observance of any covenant, proviso, condition or stipulation contained or implied in this lease, or any statute or regulation to which the same is subject or in case the said lease is not used for the purpose for which it is granted, or in case it is used by any person or persons other than the Lessee, or in case any tax, charge, rate or assessment levied against or in respect of the said land remains unpaid, or in case the Lessee makes any other default the Minister may notify the Lessee in writing to remedy such breach or non-performance or non-observance and if he does not do so within 30 days the Minister may forthwith cancel this lease, and upon such termination all improvements on the said land shall become the property of the Crown unless they are removed within 90 days.
13. **The Lessee** agrees that the Lessor 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 the use and occupancy of the said land and the Lessee further agrees and obligates himself to keep harmless and to indemnify the Lessor 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 this lease or the use or occupancy of the said land. This section shall survive any expiration or termination of this Agreement.
14. **No implied** covenant or liability on the part of the Lessor shall be deemed to be created by the use of the word "Lease" or by any other word in this lease.
15. **This Lease** and everything herein contained shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of the parties thereto.
16. **Wherever the** singular or the masculine are used in these presents the same shall be construed as meaning the plural or the feminine or the neuter where the context so requires.

