

BYLAW NO. 4/94

A BYLAW OF THE TOWN OF BLAINE LAKE, IN THE  
PROVINCE OF SASKATCHEWAN, FOR THE PURPOSE OF  
ENTERING INTO AN AGREEMENT WITH THE BLAINE LAKE  
SCHOOL DIVISION NO. 57 FOR THE PURPOSE  
OF LEASING PARCEL "E", PLAN CU-1124 TO THE SCHOOL  
DIVISION FOR USE AS SCHOOL PLAYGROUNDS

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The Council of the Town of Blaine Lake, in the Province of  
Saskatchewan, in open meeting hereby enacts as follows:

1. The Town of Blaine Lake is hereby authorized to  
enter into an agreement, attached hereto and forming  
part of this Bylaw and identified as Exhibit "A"  
with the Blaine Lake School Division No. 57 for the  
purpose stated within the agreement.
2. The Mayor and Administrator of the Town of Blaine  
Lake are hereby authorized to sign and execute the  
attached agreement identified as Exhibit "A".

(SEAL)

E. Cranston  
Mayor:

E. Doyle  
Administrator:

Read a third time and finally  
adopted this 10th day  
of May, 1994.

Certified a true copy of a  
bylaw adopted by resolution  
of the Council on the 10th  
day of May, A.D., 1994

E. Doyle  
Town Administrator:

This indenture made in Duplicate this 12th day of April A.D. 1994.

BETWEEN: The Council of the Town of Blaine Lake in the Province of Saskatchewan in the Dominion of Canada, hereinafter called the Lessor

AND: The Board of Education of the Blaine Lake School Division No. 57 in The Province of Saskatchewan in The Dominion of Canada, hereinafter called the Lessee.

WHEREAS the Lessee has constructed a school on Parcel "C" in the SW 31-44-6-W3rd with the assurance from the Lessor that by so erecting a school, the sports ground owned by the Lessor and located on Parcel "E", Plan CU-1124, in the SW 31-44-4-W3rd would be leased for a period of ninety-nine (99) years to the Lessee to be used as school playgrounds.



Now, therefore, the Lessor and the Lessee agree each with the other as follows:

1. The term of this lease shall be for a period of ninety-nine (99) years.
2. Organizations shall request for written approval from the Lessor and the Lessee for Capital Construction on Parcel "E" at least thirty (30) day prior to the commencement of the Capital Project.
3. The Lessor shall be responsible for cutting the grass on the said parcel of land up to a maximum of three (3) times yearly and the Lessee shall be responsible for cutting the grass on the said parcel of land up to a maximum of three (3) times yearly. One member representing the Lessor and one member representing the Lessee shall determine when the grass should be cut.
4. The Lessee agrees to pay the Lessor \$20.00 an hour for snow removal during the winter months. The Lessee shall determine when the snow is to be removed from the said property and shall then make arrangements with the Lessor for the removal of the snow. The Lessor shall provide thirty (30) days notice to the Lessee in the event that the hourly rate changes.
5. The Lessee shall be responsible for the repair, maintenance and insurance on all playground equipment situated on the said parcel of land; however, the Lessee shall not be responsible for repair, maintenance or insurance for buildings and equipment, water and sewer lines leading to the concession booth and washrooms that are situated on the said parcel of land. In the event that the buildings, etc. are used by the Lessee for school functions and there are damages done to the buildings, etc., the Lessee shall be responsible for the repair of these damages. The Lessee agrees to arrange for liability insurance to cover events it sponsors on the said parcel.
6. Organizations and/or individuals wishing to use the said property must have permission from the Lessee at least one week prior to the date of the function.

7. The rental, administration and maintenance of the campsites located on the said property shall be the sole responsibility of the Lessor.
8. Organizations and/or individuals using the sports grounds shall be responsible for any damages done to buildings and grounds situated on Parcel "E".
9. Organizations and/or individuals using the said parcel of land are advised to purchase their own liability insurance for any event they sponsor. In the event that the Lessee or Lessor incurs any loss or damage for which the organization and/or individual is responsible, the Lessor or the Lessee may claim reimbursement from the organization and/or individual. Additionally, the Lessee liability insurance does not extend to cover negligence of non-school users of the property. Therefore, it is advised that the organizations and/or individual arrange liability insurance to cover such negligence.
10. Certificate of Title of Parcel "E" shall remain in the name of the Lessor.
11. This Indenture shall expire ninety-nine (99) years from the date herein stated or by one year written notice by either party.
12. This Indenture may be revised by either party hereto by giving the other party 60 days notice in writing that they wish to negotiate the contents of all or part of this Indenture.

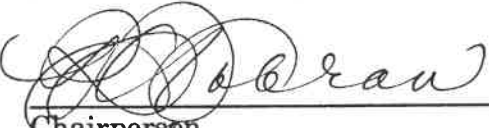

The Council of the Town of Blaine Lake

(seal)

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Town Administrator

For The Board of the  
Blaine Lake School Division No. 57

(seal)

  
\_\_\_\_\_  
Chairperson  
  
\_\_\_\_\_  
Secretary-Treasurer