

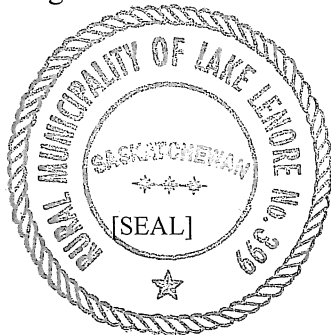
RURAL MUNICIPALITY OF LAKE LENORE NO. 399


BYLAW NO. 1/2024

A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN AGREEMENT TO LEASE A PORTION OF MUNICIPAL RESERVES


The Council of the Rural Municipality of Lake Lenore #399 in the Province of Saskatchewan enacts as follows:

1. In this bylaw:
 - a. "Administrator" shall mean the administrator of the municipality;
 - b. "Council" shall mean the council of the municipality;
 - c. "Head of council" shall mean the reeve of the municipality;
 - d. "Municipality" shall mean the Rural Municipality of Lake Lenore No. 399;
2. The Rural Municipality of Lake Lenore No. 399 is hereby authorized to enter into an agreement with Blue Sky Developments Inc. for the purpose of leasing a portion of municipal reserves described as MR1 Plan 101980335;
3. The agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A";
4. The head of council and the administrator are hereby authorized to sign and execute the agreement described as Exhibit A.





Reeve – Jean Kernaeguen



Administrator – Kelsey Dutka

Read a third time and adopted
this 10 day of January, 2024



Administrator

I HEREBY CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL DOCUMENT.
Certified by Lynsi Parkin
this 15 day of February, 2024.

RURAL MUNICIPALITY OF LAKE LENORE NO. 399

BYLAW NO. 1/2024

EXHIBIT A

THIS LEASE made in triplicate this 10 day of January, A.D. 2024

BETWEEN:

RURAL MUNICIPALITY OF LAKE LENORE NO. 399

in the Province of Saskatchewan,
(hereinafter referred to as the “Lessor”)

OF THE FIRST PART

– and –

BLUE SKY DEVELOPMENTS INC.

Box 174 St. Brieux, SK S0K3V0
(hereinafter referred to as the “Lessee”)

OF THE SECOND PART

WHEREAS THE LESSOR owns or is entitled to own the following property:

**Parcel MR1 Plan No. 101980335 Ext. 0,
a subdivision of SW – 14 – 42 – 21 – w2
in the Rural Municipality of Lake Lenore No. 399 in the Province of Saskatchewan
(hereinafter referred to as the “premises”)**

AND WHEREAS THE LESSOR agrees to lease a portion of the premises to the Lessee on the terms set out in this Lease Agreement;

NOW THEREFORE IN CONSIDERATION of the premises, promises, and mutual covenants and rents contained herein, the parties agree as follows:

1. LEASE TERM

- a. The term of this Lease is for five (5) years, and begins on January 01, 2024 and ends on December 31, 2028

2. PURPOSE

- a. During the term of this Lease, the premises shall be leased only for the purpose of providing a boat launch access to that navigable body of water located within the Rural Municipality of Lake Lenore No. 399 and commonly referred to as “St. Brieux Lake”.

- b. The plan for the portion of the premises to be leased in accordance with this Agreement is attached hereto as Schedule "A".
- c. The plan for the said boat launch is attached to this Agreement as Schedule "B".

3. RENT

- a. The Lessee agrees to pay to the Lessor, on or before the first day of May in each and every year during the term of the Lease, without deduction, defalcation, or abatement whatsoever, the yearly rent of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00).
- b. All monies received as rent by the Lessor under this lease shall be managed in accordance with the requirements under Section 9 of *The Dedicated Lands Regulations, 2009*.

4. LESSOR'S RESPONSIBILITIES

- a. The Lessor shall be responsible for maintaining a public road access into the premises. This road shall be maintained to the minimum standards of other municipal roads maintained by the Lessor.

5. LESSEE'S RESPONSIBILITIES

- a. The Lessee agrees that:
 - i. it shall be solely responsible for the regular operation of the boat launch at the premises;
 - ii. it shall be responsible for the general maintenance of the premises;
 - iii. it shall maintain an insurance policy of a minimum of \$2,000,000.00 on the premises for the duration of the term of the agreement protecting both the Lessor and the Lessee (without any rights of cross claim or subrogation against the Lessor) against claims for personal injury, death, property damage, or third party or public liability claims arising from any accident or occurrence upon or in the premises from any cause, and the Lessee shall pay all premiums and costs of all insurance required to be effected hereunder;
 - iv. it shall be responsible for the installation of and removal of docks as required, including obtaining any and all permits required through Water Security Agency;
 - v. it shall provide a gate to the leased premises, which shall be locked from time to time but not during the winter ice fishing season, and shall provide the Lessor with a key to unlock the gate;
 - vi. it shall post all signage on or near the premises, including fee signs, warning signs, directions, and general notices as required; and
 - vii. it shall maintain a camera for security purposes at the premises.

6. USAGE FEES

- a. The Lessee shall charge a general public usage fee up to a maximum of ONE HUNDRED FIFTY DOLLARS (\$150.00) for a full season of use.
- b. The usage fees shall be applied universally. There shall be no preferential rates offered to any users.
- c. In the event that the Lessee wishes to change the maximum usage fee, it shall provide a proposed fee to the Council of the Lessor and such change shall be subject to approval by the Council by resolution.

7. NO RESTRICTIONS ON USE

- a. The boat launch shall be open to general public use. The Lessee shall not restrict usage to anyone for any reason except:
 - i. failure by a user to pay the usage fees described in Section 6.0; or
 - ii. failure by a user to use the boat launch in a responsible manner.

8. BREACH

- a. In the event of a breach of any term of this agreement by the Lessee, the Lessor shall provide a written notice of the breach to the Lessee. If the breach is not rectified within thirty (30) days of the notice, the Lessor may terminate this agreement.

9. INDEMNITY

- a. The Lessee hereby agrees to indemnify and hold harmless the Lessor from any and all claim, including but not limited to claims based on occupier's liability, injury to person or property, negligence or any claim in tort arising out of the use of the premises or the boat launch by any person.

10. NO ASSIGNMENT OR SUB-LEASE

- a. This Lease shall not be assigned or sub-leased by the Lessee to any other person or party without the express written consent of the Lessor.


11. MISCELLANEOUS


- a. Any notices to be given under this agreement may be given by ordinary mail, addressed to the parties at the addresses shown herein and shall be deemed to have been given on the date on which they are mailed. Addresses are as follows:
 - i. LESSOR: R.M. of Lake Lenore No. 399
P.O. Box 280
St. Brieux, SK S0K3V0
 - ii. LESSEE: Blue Sky Developments Inc.
P.O. Box 174
St. Brieux, SK S0K3V0
- b. This Lease and everything herein contained shall extend to, bind, and ensure to the benefit of the heirs, executors, administrators, and successors of each of the parties hereto; and where the Lessor or Lessee is male, female, or a corporation, the provisions herein shall be read with all grammatical changes thereby rendered necessary; and all rights and powers reserved to the Lessor hereunder may be exercised by either the Lessor or its agents or its representatives.
- c. Time shall be of the essence in this Lease.

IN WITNESS WHEREOF the parties hereto have executed this lease as of the day and year noted.

For the Lessor: **RURAL MUNICIPALITY OF LAKE LENORE NO. 399**

[SEAL]

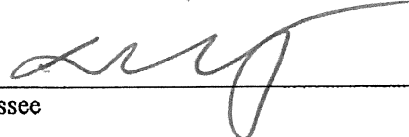

Reeve – Jean Kernaeghen


Administrator – Kelsey Dulka

For the Lessee: **BLUE SKY DEVELOPMENTS INC.**




Lessee

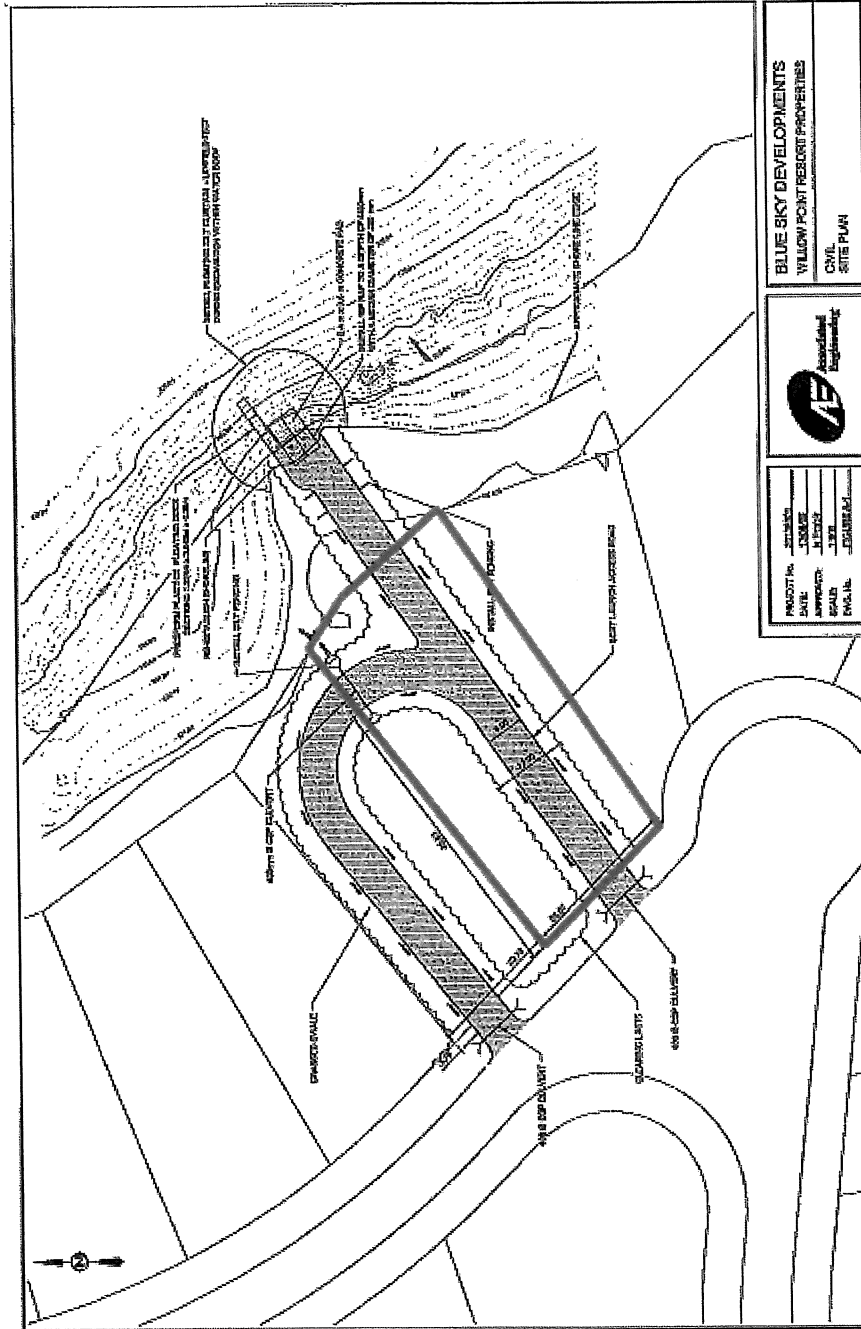

Lessee

RURAL MUNICIPALITY OF LAKE LENORE NO. 399

BYLAW NO. 1/2024

SCHEDULE A

OUTLINE OF LEASED PORTION OF MR1 PLAN 101980335:

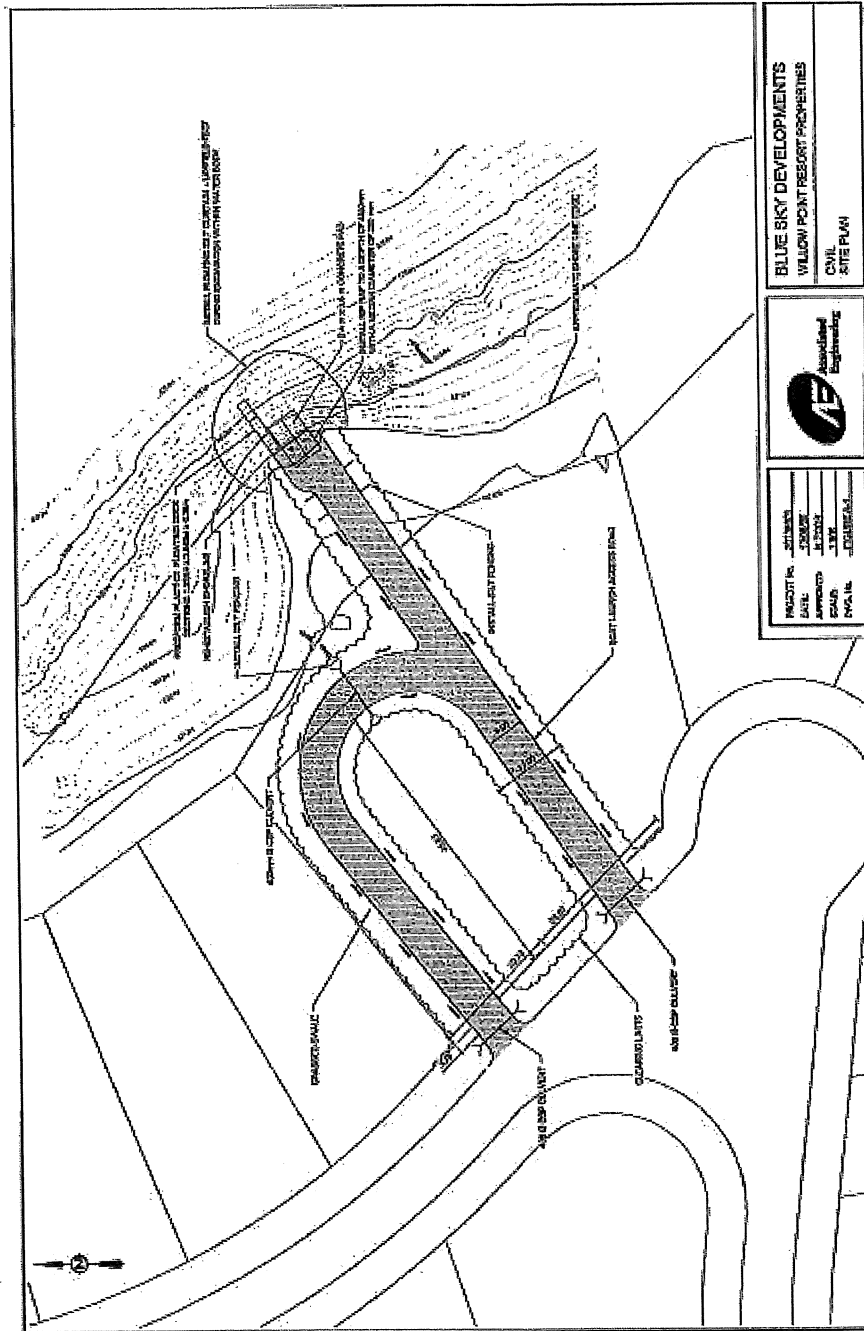


RURAL MUNICIPALITY OF LAKE LENORE NO. 399

BYLAW NO. 1/2024

SCHEDULE B

PLAN OF BOAT LAUNCH:



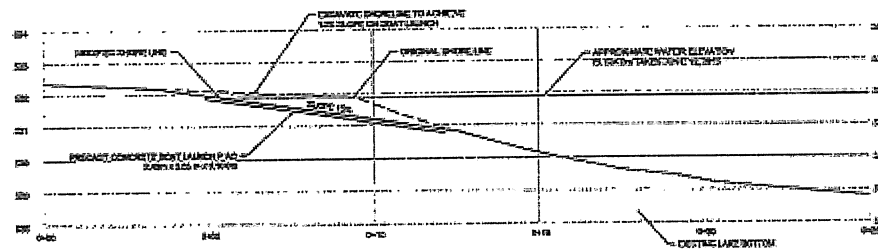
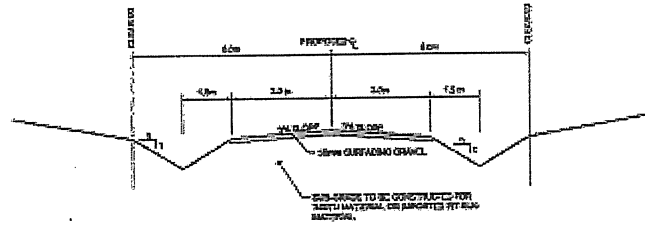
BLUE SKY DEVELOPMENTS
WILLOW POINT RESORT PROPERTIES
CIVIL
SITE PLAN



PROJECT NO. 202401
DATE: 01/2024
DRAWN BY: J.M.
CHECKED BY: J.M.
P.O. NO. 202401

NOT TO SCALE

PROPOSED LAUNCH RAMP AND BOAT LAUNCH (SEE PLAN) FOR APPROXIMATE WATER ELEVATION 100.00



PROJECT No.	2013001
DATE	12/2013
APPROVED BY	EL TOON
SCALE	AS SHOWN
DRAWN BY	EDURAN



BLUE SKY DEVELOPMENTS WILLOW POINT RESORT PROPERTIES
CIVIL DETAILS