

CITY OF YORKTON BYLAW NO. 5/87

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CITY OF YORKTON

SASKATCHEWAN

BYLAW NO. 5/87

**A BYLAW OF THE CITY OF YORKTON TO PROVIDE
FOR ENTERING INTO AN AGREEMENT FOR THE PURPOSE OF LEASING LAND TO THE
SASKATCHEWAN WESTERN DEVELOPMENT MUSEUM BOARD.**

The Council of the City of Yorkton in the Province of Saskatchewan in Council assembled enacts as follows:

1. It shall be lawful for the Council of the City of Yorkton to enter into a Lease Agreement hereto attached and identified as Schedule "A" to the Bylaw, with the Saskatchewan Western Development Museum Board, for the purpose of leasing to the Saskatchewan Western Development Museum Board, a parcel of land as disclosed in the said agreement.
2. The Mayor and City Clerk are hereby authorized and directed to execute the said agreement on behalf of the City of Yorkton and to affix the seal of the Municipality thereto.
3. This Bylaw shall come into force and take effect on the date of final passing thereof.

Introduced and read a first time this 19th day of January A.D. 1987.

Read a second time this 19th day of January, A.D. 1987.

Read a third time this 19th day of January, A.D. 1987, after unanimous agreement had been reached to have a third reading, passed this 19th day of January, A.D. 1987, and registered in the Bylaw Register of the City of Yorkton.

MAYOR

ACTING CITY CLERK

THIS INDENTURE MADE IN TRIPLICATE

BETWEEN:

THE CITY OF YORKTON,

(Hereinafter referred to as the "Lessor")
of the First Part:

- and -

THE SASKATCHEWAN WESTERN DEVELOPMENT MUSEUM
BOARD, a body corporate with it's headquarters at the City of Saskatoon,
Saskatchewan,

(Hereinafter referred to as the "Lessee")
of the Second Part:

LEASE

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor hereby demises and leases unto the Lessee:

All that portion of the North East Quarter of Section Three (3), Township Twenty-six (26), Range Four (4), West of the Second Meridian, and South East Quarter of Section Three (3) in Township Twenty-six (26), in Range Four (4), West of the Second Meridian, in the Province of Saskatchewan, shown on a Plan of Subdivision as Parcel "C", Plan No. 86-Y-09692.

TO HAVE and to hold the said land for the term of thirty-three (33) years to be computed from the 1st day of January, A.D. 1987, paying therefor unto the Lessor the clear yearly rent of One Dollar (\$1.00) in advance on the 1st day of January, in each and every year during the said term, the first of such payments to be made on the date hereof.

PROVIDED that if the term hereby granted shall be at any time seized or taken in execution or in attachment, by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt of insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall immediately become forfeited and void.

The Lessee agrees with the Lessor that this Lease may be terminated at any time during the term of this Lease by giving of the Lessee, or by the giving of the Lessor, three months (3) written notice of such termination.

The Lessee agrees with the Lessor that they will, for the duration of the term of this Lease, maintain the grass and trees in the leased area as set forth herein, and the Lessee agrees to pay the costs of such maintenance.

The Lessee agrees with the Lessor that all improvements made to the lands and premises set forth herein, during the term of this Lease, shall become the property of the Lessor at the expiry of the Lease, by effluxion of time or by termination prior to the expiry of the term, and the Lessee will have no right to remove any such improvements at any time.

This Lease shall be binding upon the successors and assigns of the parties hereto.

The formal date of this Lease shall be the 1st day of January, 1987, regardless of the date the parties actually execute same.

IN WITNESS WHEREOF the Lessor has hereunto caused it's corporate seal to be affixed, duly attested by the hands of it's proper officers in that behalf, this 14th day of July, A.D. 1987.

THE CITY OF YORKTON

Mayor

City Clerk

IN WITNESS WHEREOF the Lessee has hereunto caused it's corporate seal to be affixed, duly attested by the hands of it's proper officers in that behalf, this 30th day of June, A.D. 1987.

THE SASKATCHEWAN WESTERN
DEVELOPMENT MUSEUM BOARD
