

## Memo

September 25, 2014

To: City Clerk

**Re: City of Regina and Grow Regina Community Gardens Incorporated  
Lease Renewal Agreement – 3500 Queen Street  
Our File No.: 4950\*LEA 10230**

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Please find enclosed four copies of the above noted Lease Renewal Agreement. Kindly sign and date all copies, retain one copy for your records and return the remaining to our office.

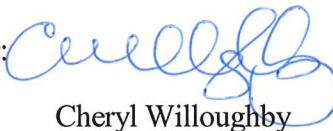
**You are authorized to execute these Agreements as per the attached memo from the Real Estate Branch dated September 22, 2014.**

We trust the above and enclosed to be satisfactory.

Thank you.

OFFICE OF THE CITY SOLICITOR

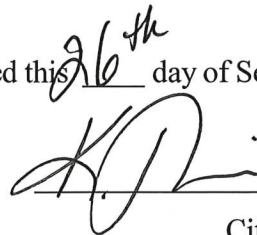
Per:



Cheryl Willoughby

CW/cs; enclosure

Three signed copies of the above Agreement received this 26<sup>th</sup> day of September, 2014.

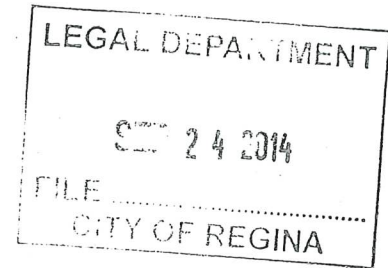


City Solicitor's Office

City Clerk's File No. 1600-007-2/4148



City of Regina



## Memo

September 22, 2014

File #: 3500 Queen Street (Grow Regina Community Gardens Inc.)

To: City Solicitor  
Attention: Cheryl Willoughby

Re: Lease Agreement - City of Regina Land  
Grow Regina Community Gardens Inc.

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We have enclosed four copies of the signed Lease Agreement received from the subject tenant.

Please arrange for the City Clerk to sign the agreement, thereafter returning two copies to our office for further distribution.

If you have any questions please call Chuck Maher at (306) 777-7297.

Chuck Maher  
Manager - Real Estate  
Real Estate Branch

CM/mk  
Attachment

I:\Property\WORDPRO\Leases - General\Active Leases\Queen Street - #3500 (Regina Grow Community Gardens Inc.)\Legal.Clerks Execute Agreement. 22.September.14.memo..doc

## Memo

October 9, 2013

To: City Clerk

**Re: City of Regina and Grow Regina Community Gardens Incorporated  
Lease Renewal Agreement – 3500 Queen Street  
Our File No.: 4950\*LEA 10230**

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Please find enclosed four copies of the above noted Lease Renewal Agreement. Kindly sign and date all copies, retain one copy for your records and return the remaining to our office.

**You are authorized to execute these Agreements as per the attached memo from the Real Estate Branch dated September 30, 2013.**

We trust the above and enclosed to be satisfactory.

Thank you.

OFFICE OF THE CITY SOLICITOR

Per:



Cheryl Willoughby

CW/cs; enclosure

Three signed copies of the above Agreement received this 11<sup>th</sup> day of October, 2013.



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City Solicitor's Office

City Clerk's File No. 1600-007-2/4148

## Memo

September 30, 2013

File #: 3500 Queen Street (Grow Regina Community Gardens Inc.)

LEGAL DEPARTMENT

OCT 01 2013

FILE .....  
CITY OF REGINA

To: City Solicitor  
Attention: Cheryl Willoughby

Re: Lease Agreement - City of Regina Land  
Grow Regina Community Gardens Inc.

---

We have enclosed four copies of the signed Lease Agreement received from the subject tenant.

Please arrange for the City Clerk to sign the agreement, thereafter returning two copies to our office for further distribution.

If you have any questions please call Chuck Maher at 7297.



Chuck Maher  
Manager - Real Estate  
Real Estate Branch

CM/mk  
Attachment

I:\Property\WORDPRO\Leases - General\Active Leases\Queen Street - #3500 (Regina Grow Community Gardens Inc.)\Legal.Clerks Execute Agreement. 30.September.13.memo..doc



**OFFICE OF THE CITY SOLICITOR**  
**Interdepartmental Correspondence**

Date: January 14, 2013  
File No: 4950\*LEA 10230

To: City Clerk

Re: The City of Regina and Grow Regina Community Gardens Incorporated  
3500 Queen Street Lease

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Enclosed please find four copies of the above noted agreement. Please sign all copies, retain one for your records and return the remaining three copies to our office for further handling.

**You are authorized to execute these Agreements as per the attached Real Estate Transaction Approval Form dated August 13, 2012.**

We trust the above and enclosed to be satisfactory.

OFFICE OF THE CITY SOLICITOR

Per:

  
Cheryl M. Willoughby

CMW/wml  
Encls.

Three signed copies of the above Lease received this 15 day of January, 2013.

  
City Solicitor's Office

City Clerk's File No. 1600-007-2/4148

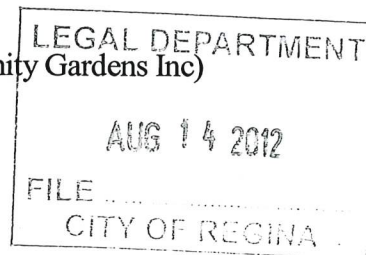
## Memo

August 13, 2012

File #: 4950 Lease 3500 Queen Street (Grow Regina Community Gardens Inc)

To: City Solicitor  
Attention: Cheryl Willoughby

Re: Lease Agreement - City of Regina Land  
Grow Regina Community Gardens Inc.



On July 23, 2012, City Council approved CR12-110 granting a lease between the City of Regina and Regina Grow Community Gardens Incorporated see attached.

We ask that you prepare a formal lease agreement with the following information included:

**Tenant:** Grow Regina Community Gardens Incorporated  
3531 Queen Street  
Regina, Saskatchewan  
S4S 2G1  
  
Attention: Yvette Crane 586-8875

**Location:** 3500 Queen Street (see attached site plan);

**Legal Description:** Block 2, Plan 60R07552;

**Annual Lease Rate:** \$1.00

**Lease Term:** One year commencing September 1, 2012 ending August 31, 2013;

**Renewal:** Four (1) year terms;

**Termination:** Either party may terminate the agreement at anytime for any reason whatsoever by providing the other party with 30 days written notice;

**Other Conditions:** The Tenant shall indemnify and save harmless the City of Regina from any and all claims, actions, suits, liens or judgments' arising from the lessee's use of the property;

The tenant must obtain a policy of general liability insurance with coverage of at least \$2,000,000.00 per occurrence that covers the tenant's operation of a community garden in the leased area, including occupier's liability and that names the City of Regina as an additional insured;

The tenant shall not be permitted to assign any portion of this agreement;

The tenant shall be permitted to supply/install one "port a potty" within the lease lands;

The tenant shall be responsible for the management of all site drainage within the leased space;

The tenant must comply with all regulations outlined within the Community Gardens Policy Report that was approved by City Council see CR06-116;

The tenant shall dispose of any plants, produce or other items left in the leased area or on the land adjacent to the leased area from the use and operation of any community garden lot in the leased area at the end of the grow season during the initial lease term or any extensions provided;

The tenant accepts the leased land on an "as is" basis with no guarantees regarding any potential environmental issues;

The tenant shall manage and administer any community garden lots it provides within the leased area, and shall be solely responsible for all costs and expenses of whatever nature and kind in connection with the leased area, including without limitation all related costs, such as irrigation, roadways, pathways, parking, fence construction and maintenance, weed and pest control;

If you have any questions please call Chuck Maher at 7297.



Chuck Maher  
Manager - Real Estate  
Real Estate Branch

CM/mk  
Attachment

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**1600-007-2/4148**

**Box #**

**Grow Regina Community Gardens - Lease and Renewal**

**Legal Administration - Contracts & Agreements - Authorized by Clerk**

LEASE RENEWAL AGREEMENT dated this 25 day of September, 2014.

BETWEEN:

**THE CITY OF REGINA**  
(the "City")

- and -

**GROW REGINA COMMUNITY GARDENS INCORPORATED**  
(the "Lessee")

**WHEREAS:**

- A. By a Lease Agreement (the "Lease") dated January 18, 2013 with Grow Regina Community Gardens Incorporated (the "Lessee"), the City leased to the Lessee a portion of the Lands known as McLeod Park and comprising approximately 3.5 acres for a term of one year from July 24, 2012 to July 23, 2013 and subsequently extended to July 23, 2014 by Agreement dated October 10, 2014, to the terms and conditions set forth in the Lease;
- B. The City and the Lessee have agreed to renew the Term of the Lease for a period of 1 year under the terms and conditions hereinafter set forth.

**NOW THEREFORE** the parties agree as follows:


- 1. The Term of the Lease is hereby extended for a period of 1 year commencing July 24, 2014 and expiring July 23, 2015 (the "Extension Term").
- 2. During the Extension Term, the Lessee shall pay annual rent in the amount of \$1.00 to the City.

3. Provided the Lessee is not in default of any of the provisions of the Lease of this Renewal Agreement, the Lessee shall be entitled to two one year renewal or extension periods.
4. In all other respects, the terms and conditions of the Lease shall continue in full force and effect. This Renewal Agreement shall be read together with the Lease and the parties confirm that, except as modified herein, all covenants and conditions in the Lease remain unchanged, unmodified and in full force and effect.
5. The Preamble forms an integral part of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Lease Renewal on the day and year first above written.

(seal)

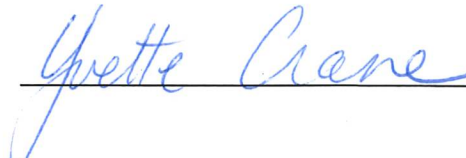
**THE CITY OF REGINA**

  
\_\_\_\_\_  
City Clerk



**GROW REGINA COMMUNITY  
GARDENS INCORPORATED**

(seal)

  
\_\_\_\_\_  
Grette Crane

**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CANADA )

PROVINCE OF SASKATCHEWAN )

I, Yvette Crane, of Regina, SK.  
(Print Full Name of Signing Authority) (City) (Province)

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Chair person (insert position) of Grow Regina Community Gardens Inc. (the Corporation) named in the Agreements to which the Affidavit is attached.

2. I am authorized by Grow Regina C.B. Inc. (the Corporation) to execute the Agreement without affixing the Corporate Seal of Grow Regina (the Corporation).

SWORN BEFORE ME at )

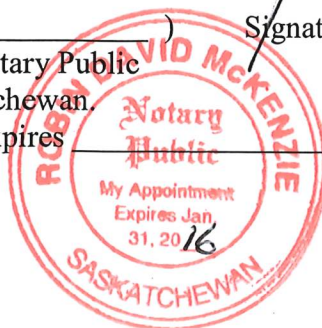
REGINA, Saskatchewan, )

on SEPTEMBER 16, 2014 )

[Signature] )

A Commissioner for Oaths or Notary Public  
in and for the Province of Saskatchewan.  
My Commission/Appointment expires  
OR Being a Solicitor

Yvette Crane  
Signature of Signing Authority





LEASE RENEWAL AGREEMENT dated this 10<sup>th</sup> day of October, 2013.

BETWEEN:

**THE CITY OF REGINA**  
(the "City")

- and -

**GROW REGINA COMMUNITY GARDENS INCORPORATED**  
(the "Lessee")

**WHEREAS:**

- A. By a Lease Agreement (the "Lease") dated January 18, 2013 with Grow Regina Community Gardens Incorporated (the "Lessee"), the City leased to the Lessee a portion of the Lands known as McLeod Park and comprising approximately 3.5 acres and legally described as:

**Surface Parcel #109688068**  
**Block R2, Plan No. 60R07552, Extension 0**  
(the "Lands")

and more particularly described on the attached Schedule "A" (the "Land").

- B. The City and the Lessee have agreed to renew the Term of the Lease for a period of 1 year under the terms and conditions hereinafter set forth.

**NOW THEREFORE** the parties agree as follows:

1. The Term of the Leases is hereby extended for the period of 1 year commencing July 24, 2013 and expiring July 23, 2014 (the "Extension Term").
2. During the Extension Term, the Lessee shall pay annual rent in the amount of \$1.00 to the City.
3. Provided the Lessee is not in default of any the provisions of the Lease of this Renewal Agreement, the Lessee shall be entitled to a three one year renewal or extension periods.

4. In all other respects, the terms and conditions of the Lease shall continue in full force and effect. This Renewal Agreement shall be read together with the Lease and the parties confirm that, except as modified herein, all covenants and conditions in the Lease remain unchanged, unmodified and in full force and effect.
5. The Preamble forms an integral part of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Lease Renewal on the day and year first above written.

**THE CITY OF REGINA**

(seal)

*J. Swednick*  
City Clerk

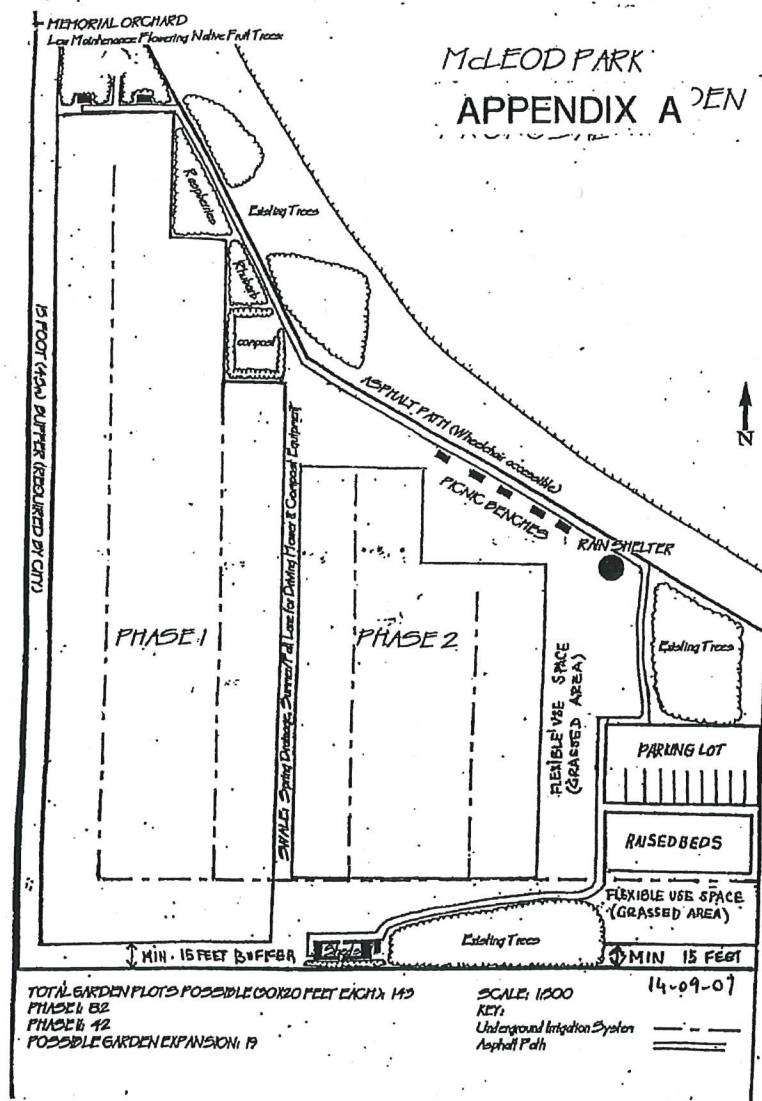


**GROW REGINA COMMUNITY GARDENS  
INCORPORATED**

(seal)

*Yvette Crane, Chair*

## Schedule "A"



**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CANADA )

PROVINCE OF SASKATCHEWAN )

I, Yvette Corinne Crane, of Regina, Ske.  
 (Print Full Name of Signing Authority) (City) (Province)

## MAKE OATH/AFFIRM AS FOLLOWS:

- I am a Chairperson (insert position) of Grow Regina Community Gardens Inc. (the Corporation) named in the Agreements to which the Affidavit is attached.
- I am authorized by Grow Regina Community Gardens Inc. (the Corporation) to execute the Agreement without affixing the Corporate Seal of Grow Regina Community Gardens Inc. (the Corporation).

SWORN BEFORE ME at )

REGINA, Saskatchewan, )on SEPTEMBER 27, 2013 )

[Signature] )  
 )

A ~~Commissioner~~ for Oaths or Notary Public  
 in and for the Province of Saskatchewan.  
 My Commission/Appointment expires \_\_\_\_\_  
 OR Being a Solicitor



Yvette Crane  
 Signature of Signing Authority



## LEASE

THIS AGREEMENT MADE THIS 15<sup>th</sup> DAY OF January, 2012<sup>13<sup>th</sup></sup>.

**B E T W E E N:**

**THE CITY OF REGINA**

(the "City")

– and –

**GROW REGINA COMMUNITY GARDENS INCORPORATED**

(the "Board")

**WHEREAS** by virtue of Section 191 of the Planning and Development Act of 2007, the City owns the property legally described as:

**Surface Parcel #109688068  
Block R2, Plan No. 60R07552, Extension 0  
(the "Lands")**

**AND WHEREAS** the City agrees to Lease to the Board a portion of the Lands known as McLeod Park and comprising approximately 3.5 acres and more specifically described on the attached Appendix "A" (the Leased Premises") for the purpose of a Community Garden.

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

### DEMISE

1. In consideration of the rents, covenants and agreements hereinafter contained, the City leases to the Board and the Board rents from the City the Leased Premises to allow for the construction and development of the garden and other improvements in accordance with the site plans that have been prepared in consultation with the City.

### LEASE TO LESSEE

2. The term of this Lease shall commence on the 24<sup>th</sup> day of July, 2012 and end on the 23<sup>rd</sup> day of July, 2013 unless terminated earlier pursuant to the provisions of this Lease (the "Term").
3. The Board shall have the option to renew the Lease for four one year additional terms.

### RENT PAYABLE

4. In accordance with City Council decision CR12-110 dated July 23, 2012, the Board agrees to pay to the City, as annual rent, the sum of One Dollar (\$1.00). Pursuant to City of Regina Bylaw No. 2011-43 occupancy of the Leased Premises shall be tax exempt.

### BOARD'S COVENANTS

5. The Board covenants and agrees:
- (a) to indemnify and save harmless the City from any and all manner of claims, damages, loss, costs and charges whatsoever occasioned to, suffered by or imposed upon the City or its property, either directly or indirectly, in respect of any matter or thing in consequence of, in connection with or arising out of the occupancy or use of the Leased Premises by the Lessee;
  - (b) to obtain and maintain a policy of General Liability Insurance with a coverage of at least \$2,000,000.00 dollars per occurrence that covers the Lessee's operation of a community garden in the leased area, including occupier's liability, and which names the City as an additional insured, and to deliver a copy of the policy of insurance to the Risk Manager of the City;
  - (c) that use of the Leased Premises shall be limited to the purpose of operating a community garden and such ancillary uses directly related to that purpose or as otherwise expressly approved by the City. In any event, no use shall be allowed that is inconsistent with the uses permitted for public service or municipal reserve as set out in *The Planning and Development Act, 2007*;
  - (d) to manage and administer any community garden lots it provided within the Leased Premises and shall be solely responsible for all costs and expenses of whatsoever nature and kind in connection with the Leased Premises, including, without limitation, all related costs for irrigation, roadways, pathways, parking, fence construction and maintenance, weed control and pest control;
  - (e) that at no time will it be permitted to have any of the following on the Leased Premises:
    - i. permanent structures;
    - ii. recreational trailers; or
    - iii. port-a-potties.

- (f) to dispose of any plants, produce or other items left in the Leased Premises or on the land adjacent to the Leased Premises from the use and operation of any community garden lot in the Leased Premises at the end of the grow season during the Term and any extension of the Term;
- (g) to maintain the management of all site drainage within the leased space;
- (h) to neither do nor permit to be done in or on the Leased Premises or Lands anything which may be a nuisance or anything which may be contrary to law;
- (i) to keep and maintain the Leased Premises, in a good and substantial state of repair, including landscaping, at the sole cost of the Lessee, and, on the expiration or termination of this Lease, to yield up to the City the Leased Premises in a good and substantial state of repair;
- (j) to do no alteration of the Leased Premises without first submitting a formal plan to the City and obtaining the written permission of the Manager of Real Estate of the City and to not lay nor permit any waste to the Leased Premises;
- (k) to permit the employees and agents of the City to enter upon and inspect the Leased Premises at all reasonable times for the purpose of ascertaining that the provisions of this Lease are being faithfully observed;
- (l) to keep the Leased Premises and title to the Lands free and clear of all liens or charges;
- (m) to comply with all regulations outlined within the community Gardens Policy report that was approved by city Council see CR06-116;
- (n) to accept the leased land on an "as is" basis with no guarantees regarding any potential environmental issues;
- (o) to not assign or sublet the Leased Premises or any part of the Leased Premises without first obtaining the written permission of the Manager of Real Estate of the City. It is recognized that the Board shall be allowing individuals to plant gardens on allocated plots of the Leased Premises ; and
- (p) to accept this Lease and to be subject to all conditions, restrictions, and covenants set forth.

### DEFAULT BY BOARD

6. If the Board fails to observe any covenant or breaches any term or condition of this Lease, the City shall advise the Board by written notice of the default or breach alleged by the City. If the default or breach is not then remedied within Thirty (30) days after notice has been given to the Board, the City may, at its option, terminate the Lease by further notice in writing delivered to the Board by registered mail or by personal service upon the Board at its registered or business office in the city of Regina.

### CITY'S COVENANTS

7. The City covenants and agrees that upon the Board performing and observing the covenants and conditions of this Lease, to allow the Board quiet enjoyment of the Leased Premises for the term granted.

### TERMINATION

8. This Lease may be terminated and put to an end, at the option of either party, for any reason, upon Ninety (90) days' written notice to the other party.
9. In the event of termination or expiry of the lease, the Board will be solely responsible for relocation and in no event shall the City incur any costs or reimburse the Board for leasehold improvement or relocation expenses or be responsible for obtaining an alternate facility for the Board.

### NOTICE

10. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if personally delivered or mailed by prepaid registered mail to the address below and any notice so mailed shall be deemed to have been received on the second day following the day of mailing:

- |     |               |   |
|-----|---------------|---|
| (a) | The Landlord: | City of Regina<br>10th Floor, City Hall<br>P.O. Box 1790<br>Regina, Saskatchewan S4P 3C8        |
| (b) | The Board:    | Grow Regina Community Gardens Incorporated<br>3531 Queen Street<br>Regina, Saskatchewan S4S 2G1 |



## INTERPRETATION

11. This Lease constitutes the whole of the Agreement between the parties and any amendment to the Agreement must be in writing and signed by the parties to be of any effect.
12. This Lease and its provisions shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns as the case may be. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.
13. This Lease and its provisions shall for all purposes be construed according to the laws of the Province of Saskatchewan and any cause of action arising under or by virtue of this Lease shall be deemed to have arisen at the City of Regina in the Province of Saskatchewan and the action shall be entered and tried in the Judicial Centre in which the City of Regina is situate.

**IN WITNESS WHEREOF** the City has executed this Lease by affixing its corporate seal and under the hands of its City Clerk and the Board has duly executed this Lease.

(seal)

**Acting** City Clerk

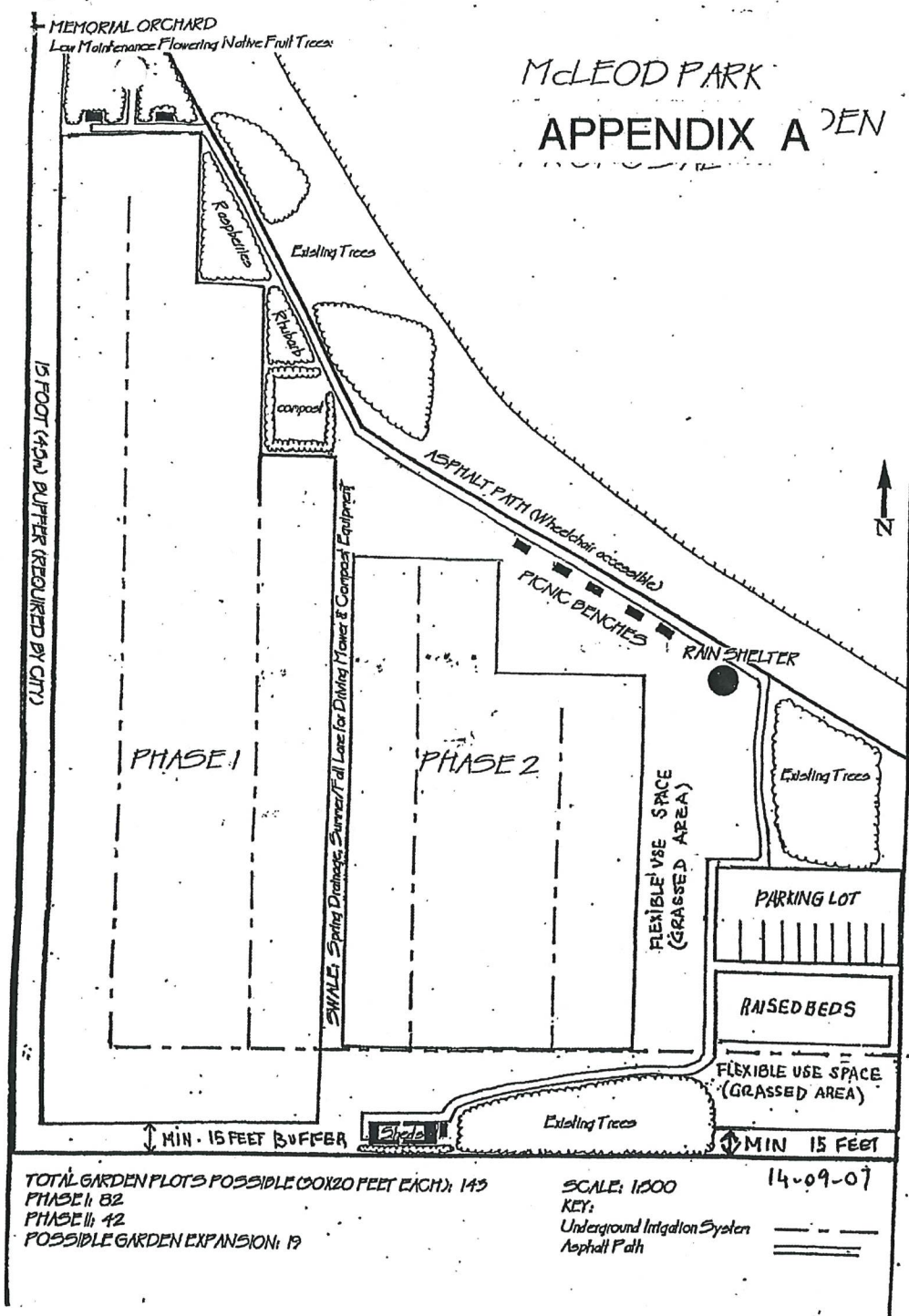


**GROW REGINA COMMUNITY  
GARDENS INCORPORATED**

(seal)

Per:

*Yvette Crane,*  
*Chair person*



**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CANADA )

PROVINCE OF SASKATCHEWAN )

I, Yvette Corinne Crane, of Regina, Saskatchewan,  
(Print Full Name of Signing Authority) (City) (Province)

MAKE OATH/AFFIRM AS FOLLOWS:

- 1 I am a Chair person (insert position) of  
Grow Regina Community Garden Inc. (the Corporation) named in the Agreement to which  
the Affidavit is attached.
- 2 I am authorized by Grow Regina Community Garden Inc. (the Corporation) to execute the  
Agreement without affixing the Corporate Seal of Grow Regina Community Garden Inc.  
(the Corporation).

SWORN BEFORE ME at )  
REGINA, Saskatchewan, )  
on OCTOBER 31 2012 )

[Signature] )  
)  
)  
)  
)  
)  
A Commissioner for Oaths or a Notary Public  
in and for the Province of Saskatchewan.  
My Commission/Appointment expires \_\_\_\_\_  
Or Being a solicitor \_\_\_\_\_

Yvette Crane  
Signature of Signing Authority

