

17/OF7403

Administration - Agreements and Contracts -
Land, Building, Property or Structure [West Zone Community
Garden Lease of City Lands]

LEASE OF CITY LANDS

THIS AGREEMENT MADE THIS 14 DAY OF November, 2017.

B E T W E E N:

THE CITY OF REGINA

(the "City")

- and -

GROW REGINA COMMUNITY GARDENS INCORPORATED

(the "Board")

WHEREAS pursuant to Section 191 of the Planning and Development Act, 2007 the City is the owner of the property legally described as:

**Surface Parcel #109688068
Blk/Par R2, Plan No. 60R07552, Ext. 0
(the "Lands")**

AND WHEREAS the City agrees to Lease to the Board a portion of the above referenced Lands 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 24th day of July, 2017 and end on the 30th day of June, 2027 unless terminated earlier pursuant to the provisions of this Lease (the "Term").
3. There is no option to renew the term of this Lease.

RENT PAYABLE

4. In accordance with City Council decision CR17-63 dated June 26, 2017, the Board agrees to pay to the City, as annual rent, the sum of One Dollar (\$1.00).

PROPERTY TAXES

5. The Board shall be responsible for payment of all taxes as may be assessed and imposed by the City from time to time in its capacity as taxing authority, including but not limited to real property, special and local improvements in relation to the land occupied by the Board, subject to any exemptions as may be approved by City Council in its sole discretion. The Board may apply in writing to City Council requesting the Premises be exempt from taxation pursuant to section 262 of *The Cities Act*; provided, however, that in granting the lease and licenses provided for herein, the City expressly denies any representation or warranty that City Council will grant such exemption.

BOARD'S COVENANTS

6. The Board covenants and agrees:
 - (a) 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*;
 - (b) to manage and administer any community garden lots within the Leased Premises and to 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;
 - (c) that at no time will it be permitted to have any of the following on the Leased Premises:
 - i. permanent structures;
 - ii. motor vehicles;
 - iii. recreational trailers;
 - iv. motorized recreational vehicles; or
 - v. port-a-potties.

- (d) 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;
- (e) to maintain proper grading and management of all site drainage within the leased space;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) to keep the Leased Premises and title to the Lands free and clear of all liens or charges;
- (k) to comply with all regulations outlined within the community Gardens Policy approved by city Council pursuant to resolution CR06-116, and as may be amended from time to time;
- (l) to accept the leased land on an "as is" basis with no guarantees regarding any potential environmental issues;
- (m) 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
- (n) to accept this Lease and to be subject to all conditions, restrictions, and covenants set forth.

INSURANCE AND INDEMNITY

7. The Lessee shall at all times during the whole term of the Lease, at its own expense, maintain in force insurance coverage with respect to the Lease Area and its use and occupation of the Leased Area, and shall provide certificate(s) of a policy or policies of an insurance company or companies to the City for:
 - (a) General Liability Insurance in an amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence that covers the Lessee's operation of a community garden in the Leased Premises, including occupier's liability, and which names the City as an additional insured.
8. The Lessee shall at all times indemnify and save harmless the City from and against any and all manner of claims, demands, damages, losses, 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.

DEFAULT BY BOARD

9. 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

10. 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

11. Notwithstanding any other section, 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.
12. 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

13. 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
Real Estate Branch
14th Floor, City Hall
P.O. Box 1790
Regina, Saskatchewan S4P 3C8
- (b) The Board: Grow Regina
P.O. Box 37273
Regina, Saskatchewan S4S 7K4

INTERPRETATION

14. 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.
15. 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.

16. 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)

THE CITY OF REGINA


City Clerk



(seal)

**GROW REGINA COMMUNITY
GARDENS INCORPORATED**



Per:

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

SWORN BEFORE ME at)
REGINA, Saskatchewan,)
on NOVEMBER 14, 2017)
[Signature])

Yvette Crane
Signature of Signing Authority

~~A Commissioner for Oaths or~~ Notary Public
in and for the Province of Saskatchewan.

My Commission/Appointment expires JANUARY 31/2021
OR Being a Solicitor



APPENDIX "A"

