

DIFFERENCES BETWEEN LEASE SENT BY PCS 2022.06.22 ARE HIGHLIGHTED

REALTORS COMMENTS ARE IN RED

Of primary concern is the absence of a renewal clause as there are no legislated protections in either LTA or the RPA for tenants' investments and as indicated in clause 10.1(a) this puts ownership at serious risk.

Clause 7.12 states that the Park Authority may, at any time, enter the 'improvements' which I understand to be the tenant's privately owned residence. Based on my condo sales experience, this constitutes an infringement of s.8 Charter rights. I would hope that 7.12 is meant to read as clause 9.4 giving the Park Authority right of entry to the lot/property NOT the private residence.

Issues arise between even the most compatible of landlords and tenants and matters do end up in court where a judge or mediator determines outcomes AND awards costs. Clause 9.6 appears to require a tenant's agreement to pay the Park Authority's legal bills win or lose on a full indemnity basis should a lease-related issue become a court issue. For example, if as a tenant, I took exception to clause 7.12 and filed a charter challenge I'd win my case but be out of pocket for my own legal costs as well as the Park Authority's.

THIS AGREEMENT made effective the 1st day of Jan 2021 (the "Effective Date")

BETWEEN: SUFFERN LAKE REGIONAL PARK AUTHORITY (the "Authority")

AND:

_____ (the "Tenant")

1. Lease of Property

1.1 The Authority (as lessee of the lands lying within Suffern Lake Regional Park) hereby sub-leases to the Tenant the Lot referenced in Schedule "A", on the terms and conditions set out herein.

1.2 The Tenant acknowledges that it has inspected the Lot and accepts the Lot in its present state.

2. More Than One Tenant

2.1 Where the Tenant is more than one person, those persons hold their interest in the Tenancy in equal shares as (select one of the following):

_____ Joint Tenants with right of survivorship

_____ Tenants in Common

2.2 Where the Tenant is more than one person, notice delivered by the Authority pursuant to this Agreement is sufficiently given if delivered to one of the persons listed as a Tenant herein.

3. Defined Terms

3.1 Capitalized terms in this Agreement shall have the meaning set out in Schedule "B".

4. Term of Lease

4.1 The Term of this Agreement and of the Tenancy commences on the Effective Date, and (subject to any terms below which provide for earlier termination) expires 10 years after the Effective Date.

5. Charges issued by the Park Authority.

5.1 The Authority is entitled to charge levies, rent, lease fees, and other charges to aid in operating the Park, as determined by the Authority, acting reasonably.

5.2 Taxes will be charged by the Rural Municipality of Senlac, No. 411 with a mill rate set by the Authority.

5.3 The Park Authority is entitled to charge rent (due annually), calculated as:

(a) the square meters of the survey of the lot multiplied by **\$0.65 per sq. meter**. **Redacted 17(1)(a) in the PCS version – my only thought is that we initiated the change to an equitable lease formula and my fees decreased because I was being charged at a much higher rate than other cabins – gouging the unknowledgeable newcomer?**

Said rental shall be subject to re-adjustment at the discretion of the Authority, which re-adjustment shall be communicated at least 60 days before January 1, of the given year in which said change is to take effect and will thereafter take effect on January 1.

6. Use of the Lot.

6.1 The Tenant will use the Lot as recreational accommodation for use by the Tenant and their family and other persons with the Tenant's consent. **Recreational not residential? My understanding was you were a fulltime resident.**

6.2 The Lot shall not be used for any business purpose, except as the Authority shall first expressly permit in writing.

6.3 The Tenant shall not reside on the Lot for more than six months (cumulative) per year, without first giving advance notice to the Authority, of the intention to do so. **This restriction will seriously impact interest in a four-season cabin. How forthcoming is the Authority with approvals?**

6.4 The Tenant shall not reside on the Lot as, or construct, a permanent residence without obtaining the written consent of the Authority. **Do you have an approval to counter 6.1?**

6.5 The Tenant shall not construct a fixture on the Lot without first obtaining the written consent of the Authority. The Tenant may be charged a development fee for the construction of a fixture.

6.6 The Tenant shall not permit the Lot to be used in any way so as to cause a nuisance, annoyance, damage or inconvenience to the Authority and/or other persons in the Park. The Tenant may not allow any noxious, noisy or offensive activity. Further, the Tenant may not keep, or handle any goods or other personal property which the Authority may, acting reasonably, deem objectionable.

6.7 The Tenant, or their family, shall not drive on the golf course with any all-terrain vehicle other than a golf cart. The Tenant shall not operate any all-terrain vehicle in the Park except to drive to and on designated trails during camping season (May 1 to September 30). Golf carts are permitted anywhere in Park provided that the operator of the golf cart complies with all signage posted by the Authority.

6.8 The Tenant shall ensure that all persons using or occupying the Lot will comply with all federal, provincial, and municipal laws, and with all Park bylaws, rules and regulations.

6.9 At all times, the Tenant shall ensure that the Lot and any Improvements are maintained in accordance with the Maintenance Requirements set forth in Schedule "C".

6.10 No lien or encumbrance shall be placed on, or registered against, the Lot without prior written approval of the Authority. If such occurs, the Tenant must have the lien or encumbrance discharged immediately. **A requirement that the lessee maintain insurance on their improvements and contents, including fire and flooding. This phrase is not present on the lease from PCS**

6.11 No person shall use or deposit any foreign material, chemicals, sand, gravel, dirt, pollutants, contaminants, or any other substance in or along the shores of the lake. Any removal of riparian or aquatic vegetation requires Authority approval as well as an Aquatic Habitat Protection Permit from Water Security Agency.

6.12 Any Tenant wishing to remove live or dead trees from the Lot must obtain prior written approval from the Authority.

7. Improvements.

7.1 All Improvements on the Lot are at the risk of the Tenant. Accordingly, no sum payable by the Tenant under this Agreement shall be affected or reduced in the event of damage to or the destruction of any Improvement.

7.2 If any Improvements are damaged to such an extent that the Tenant decides not to repair or rebuild, then the Tenant shall, at its own cost, do all things necessary to remove the remains of any Improvements from and to restore the Lot to a level grade if so, required by the Authority.

7.3 The Tenant may erect upon the said land and premises a building and other appurtenance suitable for use as recreational accommodation. The Tenant shall repair and keep repaired the said buildings and appurtenances at their own expense. However, that before such building is commenced the written approval of the Authority shall be obtained as to the type, size, material, and construction to be used for such building, and the type of heating and sewage disposal to be installed.

7.4 All Improvements on the Lot shall comply with all Park bylaws, rules, and regulations, and to the extent that they do not conflict with the foregoing, the Development Standards set forth in Schedule "D". This provision applies regardless of whether the Improvements were constructed or placed on the Lot before or after the Effective Date.

7.5 All buildings erected on the Lot during the term of this lease shall be the property of the Tenant and may be removed at any time during the term of this lease or at the expiration of this lease by the Tenant at the expense of the Tenant unless abandoned as hereinafter provided. However, no building shall be removed from the said land at any time when the rental and/or taxes or any portion thereof are in arrears.

7.6 No building may be moved onto the Lot, without written permission of the Authority in advance.

7.7 The Tenant may not construct, renovate, or add to any Improvement, or move any Improvement onto the Lot, without the prior written consent of the Authority.

7.8 The Tenant shall ensure that any Development shall comply with all permit requirements, municipal or otherwise, and shall comply with all municipal bylaws, provincial and federal laws, and regulations, as well as all Park bylaws.

7.9 The Tenant shall, upon request being made or notice given by the proper health officers or authority having jurisdiction over the said Lot or improvements thereon, immediately comply with the demands contained in any such request. The Tenant shall at their own expense do all things necessary to comply fully with the requirements demanded by the said health officer or authority and will save the Authority harmless and indemnified in connection therewith or with respect to any infraction of the rules and requirements of the governmental authority of any kind.

7.10 The Tenant shall have the right to move or sell any cabin which is located on the Lot when they assume their lease, or which they placed there during the lease, but only if the Tenant has no outstanding amounts owed to the Authority pursuant to this Agreement and the Tenant is not in default of any taxes owing to the relevant Rural Municipality.

7.11 The Tenant may not remove any fixtures or improvements, including, but not being limited to any buildings, fencing, water systems, or other improvements from the Lot, without the written consent of the Authority.

7.12 The Authority, and/or any person authorized by it, may at any time enter the Lot and any Improvements and inspect their condition. **This is extremely disquieting and actually constitutes a Charter infringement. Any purchaser will rightfully expect that their owned cabin/home is their personal space. This is a deal breaker.**

7.13 Upon written request, the Tenant shall provide the Authority with any additional information which is requested by the Authority to assist it in determining whether the Lot and any Improvement has been constructed, renovated, or maintained, or is being used in a manner consistent with the requirements of this Agreement, or Park bylaws, rules and regulations.

8. Quiet Possession

8.1 The Tenant, so long as they comply with all terms of this lease, may peaceably possess and enjoy the said Lot for the said term, without any interruption or disturbance from the Authority or any person claiming through or under the Authority. **This does not modify my reaction to 7.12.**

9. Default, Remedies and Termination

9.1 Default under this Agreement shall occur where the Tenant:

- (a) Fails to pay taxes when due.
- (b) Fails to pay any other rent or other sum charged to the Tenant, by the Authority, when due.
- (c) Contravenes any of the terms of this Agreement.
- (d) Contravenes the Bylaws, Rules and Regulations, whether in relation to the Lot or otherwise.
- (e) Becomes bankrupt, or where a receiver or a manager is appointed over all or a over portion of a Tenant's property situated on the Lot.

(f) Suffers or permits the Tenant's assets, or those of any occupant situated on the Lot, to be taken under any writ of execution, attachment, or similar process.

(g) Allows their Leasehold interest in the Lot to become subject to a lien or encumbrance not expressly permitted by the Authority; or

(h) The Lot is occupied other than as permitted herein, such as by someone other than the Tenant. **For greater clarity, occupied shall mean any person residing on the Lot for a period in excess of seven consecutive days without the Tenant being present. Redacted in the copy provided by PCS 17(1)(a) – my take is it applies to Norm and they know it is prejudicial. I have to assume the Park Authority intends this as a control of potential rental arrangements and would not apply it to other uses such as extended-family member pleasure use. For example, my colleague's brother and family always spend two weeks at his Sandy Beach cabin while he and his family are elsewhere (usually hockey camp). I am not comfortable with how this restriction reads.**

9.2 Where the Tenant is in default, the Authority may, in its sole discretion, deliver notice of such default to the Tenant, who shall have thirty days from the delivery of such notice to cure the default to the satisfaction of the Authority.

9.3 In the event that then Tenant shall not cure default within thirty days, the Authority may take any remedy available to it to enforce this Agreement and to collect funds owing to it, including, but not being limited to:

(a) Entering the Lot and performing any work required to bring the Lot or any Improvement into compliance with the terms and conditions of this Agreement; or

(b) Immediately terminating the Tenancy.

9.4 **The Authority reserves the right to enter the property for general inspections, and that it would endeavor to provide 24 hours' notice. This phrase is not present in the PCS copy** Where the Authority should enter the Lot and undertake work, the Tenant shall be liable to pay all costs incurred by the Authority in relation thereto. **Enter the property NOT the residence; note in 7.12 it states "property and improvements".**

9.5 Where the Authority should elect to terminate the Tenancy, the Authority or its agents or employees may immediately, or at any time thereafter:

(a) Re-enter and take possession of the Lot and any Improvements; and

(b) Remove all persons and their property from the Lot, either by eviction proceedings or by any other proceedings required at law or otherwise; and any re-entry and repossession shall not constitute a forfeiture or waiver of any amounts to be paid under this agreement, any other obligation owed by the Tenant to the Authority.

9.6 The Tenant agrees that the Authority shall be entitled to recover from the Tenant its legal costs of enforcing any provision of this Agreement, including any lawsuit over unpaid sums, or legal proceeding brought to enforce a termination of the lease or eviction. The Tenant agrees that the Authority shall be entitled to recover from the Tenant, its legal costs for any such proceeding, on a full indemnity solicitor-client basis. **Awarding court costs comes with the determination of a court action by the presiding**

judge. Lease difficulties arise even between parties determined to be collaborative and this makes the tenant responsible for both the Authority's choice of legal representation and their own. Deal breaker.

9.7 On termination, the Tenant shall remove or sell all buildings, fences, other structures and personal belongings from the Lot and restore the Lot to the state and condition existing at the commencement of this Lease within 60 days **of the termination or expiry of the Lease**. **No idea why this is redacted in the PCS copy 17(1)(a)** Any buildings, structures, fences or other property left on the Lot for on excess of 60 days, and not otherwise sold to a third party, shall be deemed to be abandoned by the Tenant and shall become the Property of the Authority. **60 days is a short turn around for a recreational property sale.**

9.8 On termination, to the extent the Tenant remains indebted to Authority pursuant to the provisions of this lease, the Authority shall have a first ranking priority interest on the sale proceeds of the sale of the buildings, fences and other structures located on the Lot that are sold by the Tenant.

10. Surrender of possession. **This is where I would expect to see a "right to renewal" clause. This is so dangerous – there is no guarantee of renewal for the purchaser even if they are the most exemplary of "tenants". Sandy Beach has 25-year leases with automatic renewal (unless there are changes to the lease in which case the tenants get the revisions two months in advance of renewal deadlines). Atton's Lake has 10-year leases with guaranteed renewal. I'd feel obligated to bring this to a client's attention. This is a deal breaker.**

10.1 Unless the Tenant should earlier enter a new lease agreement with the Authority, when the Term expires, the Tenant shall do the below:

(a) The Tenant shall surrender possession of the Lot (and any rights or privileges which the Tenant holds in the Lot or any Improvement) to the Authority; and **This says the tenant gives the Park Authority their multi-year investment walking away with nothing.**

(b) The Tenant shall remove all of furnishings and other moveable personal property, and the Tenant shall indemnify the Authority for any damage occasioned by such removal.

10.2 Where the Tenancy has been terminated by reason of Default:

(a) The Tenant shall immediately surrender possession of the Lot upon demand by the Authority; and

(b) The Tenant shall make arrangements, on reasonable notice to the Authority, to remove all of the Tenants' furnishings and other moveable personal property, within 14 days of receiving notice of termination from the Authority (or such further time as the Authority may grant in writing). The Tenant shall indemnify the Authority for any damage occasioned by such removal.

10.3 If the Tenant fails to remove any property from the Lot, as required, the Authority is entitled to treat such property as abandoned, and to sell, gift or convey such property as the Authority may, in its discretion determine, and the Tenant shall be liable to reimburse the Authority for all costs associated with the removal and disposition of such property.

11. Expropriation

11.1 If the Lot or any part thereof, is at any time required in connection with any work(s) to be constructed under any federal, provincial, or municipal law, the Authority may cancel this Agreement or withdraw any portion of the Lot covered by this Lease on 30 days' notice in writing to the Tenant.

11.2 In the event that the Authority should determine to withdraw a portion of the Lot:

(a) The Tenant shall have 60 days following delivery of notice thereof by the Authority to elect to terminate the entire lease, by delivering notice thereof to the Authority and

(b) In the event that the Tenant should not elect to terminate the Tenancy, the amounts due by the Tenant hereunder shall be prorated on the basis of the proportion the Lot withdrawn bears to the area of the Lot before withdrawal, and the Authority shall refund the difference in the amounts paid by the Tenant for the year in which withdrawal takes place.

12. No Assignment by Tenant.

12.1 The Tenant will not assign or transfer this Agreement, without the prior written consent of the Authority. Such consent may be unreasonably withheld. No Assignment shall be made while the Tenant owes any sum to the Park or to the relevant Rural Municipality for taxes. **That must be a typo that can be initialed upon ratification It should read "may not be unreasonably withheld". Regardless of my edit, reasonable or not, the Authority has no legal rights in determining a property buyer.**

13. Indemnity.

13.1 The Tenant shall indemnify and save harmless the Authority from all actions, claims, or liability, arising from or related to:

(a) Any non-compliance with a term or condition of this Agreement by the Tenant, and

(b) Any injury to a person, occurring on the Lot or in any Improvement, including death resulting from injury, unless caused or contributed to by the negligence of the Authority (to the extent of said contribution); and

(c) Any damage to or loss of property arising out of the use and occupation of the Lot or in any Improvements unless caused or contributed to by the negligence of the Authority (to the extent of said contribution).

13.2 The foregoing indemnity shall extend to and include all reasonable costs incurred by the Authority in its defence, including, but not being limited to solicitor client legal costs.

14. No Waiver.

14.1 No waiver on behalf of the Authority of any breach of any of terms of this Agreement shall be binding on the Authority unless expressed in writing under its authority.

14.2 Any waiver shall apply only to the particular breach waived and shall not limit or affect the Authority's rights with respect to any other or any future breach.

15. Notice.

15.1 Any notice or other document which may be given under this Agreement is sufficiently given if it is:

(a) Personally, delivered to:

(i) The Chair of the Authority by the Tenant; or

(ii) The Tenant by the Authority.

(b) Sent by registered mail, E-Mail, or courier to the following addresses:

(i) To the Authority: via SuffernLake4@gmail.com or

Suffern Lake Regional Park, Box 121, Senlac, Saskatchewan, S0L 2Y0

(ii) To the Tenant: mailing address, E-mail address or physical address.

15.2 Any notice or document is conclusively deemed to have been delivered on the day on which such document:

(a) Is hand delivered to the recipient, or via E-mail

(b) If mailed, then 48 hours following the time at which the envelope containing the notice was deposited with the postmaster.

15.3 It is the duty of the Tenant to keep their mailing address and physical address up to date in the records of the Authority. Any notice sent to the most recent address of the Tenant reflected in the Authority's records, shall be deemed to be received, even if the Tenant has ceased to use such address (but failed to notify the Authority of the change).

16. General.

16.1 This Agreement will be interpreted and governed by the laws of the Province of Saskatchewan, and the Tenant submits to the non-exclusive jurisdiction of the Saskatchewan courts for the purposes of any legal proceeding brought in relation to this Agreement.

16.2 This Agreement may not be amended except in writing, signed by the parties to this Lease.

16.3 This Lease shall enure to the benefit of, and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties.

16.4 The section headings in this Agreement are inserted for convenience of reference only and are not to be considered when interpreting this Lease.

16.5 This Lease may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16.6 This Lease contains all of the representations, conditions and understandings between the parties concerning the Lot and this Lease.

16.7 The Tenant shall not attempt to register this Lease against title to any land.

16.8 In the event that the within Lot is included in a plan of survey registerable in the Land Titles Office pursuant to the terms and provisions of the Land Titles Act for the Province of Saskatchewan, the property covered by this lease shall be identified in the said surveyed plan as to location, lot lines, area and frontage as they now exist so far as it is possible to do so in accordance with the requirements and

directions of the Director of Community Planning or any other official of the Government of Saskatchewan. The Authority shall not be liable for the costs involved In moving any trees, buildings or improvements to conform to the new lot boundaries, or damage for any loss resulting from such order or direction of any lawful municipality or government authority.

16.9 For any survey which is done in the Park, the Tenant shall be liable for their share of the survey costs, as invoiced to the Tenant by the Authority.

IN AGREEMENT with the above terms, as of the effective date referenced above, the Authority and the Tenant now execute this Lease:

SEAL SUFFERN LAKE REGIONAL PARK AUTHORITY

per: _____

Chairperson:

per: _____

Secretary/treasurer:

Witness (signature)

Tenant (signature)

Witness (print name)

Tenant (print name)

SCHEDULE "A"

The Lot

Lot ____, located within the boundaries of the Suffern Lake Regional Park.

Schedule "B"

Defined Terms

(a) "Authority" means the Suffern Lake Regional Park Authority

(b) "Development" means the carrying out of any building activity on the Lot or the making of any material change in the use of any Improvement or the Lot.

(c) "Improvements" means any building, structure or other improvement constructed or situated on the Lot.

(d) "Lease" or "Agreement" means the sub-lease interest hereby granted by the Authority to the Tenant in the Lot

(e) "Lot" means the Lot as referenced and defined in Schedule "A".

(f) "Park" means the Suffern Lake Regional Park. (g) "Tenant" means the person or persons so designated at the head of this Agreement, or a person who occupies said lease.

SCHEDULE "C"

Maintenance Requirements

The Tenant shall maintain the Lot and any Improvements in accordance with any regulations, bylaws, or policies adopted by the Authority, and in any event, up to a reasonable state of repair and sanitation. Without limiting the foregoing:

(a) The Tenant shall dispose of all garbage, ashes and other refuse and waste matter as directed by the Authority.

(b) The Tenant shall provide such facilities and receptacles as are necessary to keep the Lot and any Improvements in a sanitary condition to the satisfaction of the Authority.

(c) The Tenant shall not permit any waste, damage, or injury to the Lot or any Improvements.

(d) The Tenant shall participate in any garbage disposal program, if any, that may be operated by the Authority, and shall pay all fees or costs associated therewith.

(e) If, during the term of the Lease, new sewer, water, or power facilities are made available to the Tenant, the Tenant hereby agrees to arrange for connection of such facilities to the Lot and any Improvements as required by the Authority, and the Tenant shall pay all costs associated with so doing.

(f) The Tenant shall not cut or remove any trees or timber, or deadfall, without the approval of the Authority. Such approval requirement extends to the portion to be cleared for any buildings or temporary accommodations such as tents, shelters, or storage sheds.

(g) No Tenant shall erect signs, or things, onto trees, without advance written permission.

(h) All maintenance, repair or other such costs are the expense of the Tenant itself. The amounts or sums received by the Authority are received free of all expenses relating to construction, care, maintenance, operation, repair, replacement, alteration or improvement of the Lot or any Improvements.

SCHEDULE "D"

Development Standards

In addition to Development Standards imposed by municipal bylaw or regulation, the Tenant shall adhere to the following requirements.

Subject to any applicable municipal or Authority bylaw requirement, any building(s) or other any Improvements on the Land must be a minimum of 1.5 meters (4.92 feet) from the lateral boundaries of the lot, and at least 6 meters (19.68) feet from the boundary adjoining the roadway. Further, there must be a minimum 5 meters (16.41 feet) waterside setback from the lake (measured from the natural boundary) along the shoreline. Any building shall be defined as measured from the footing portion of the building. There are to be no permanent structures built below the Safe Building Elevation (flood level) as determined by the Water Security Agency. - Note that all structures must be compliant with the park's building bylaw, park zoning bylaw, and The Uniform Building and Accessibility Act (UBAS Act/building code)