

An Act to confirm a certain Bylaw of The City of Saskatoon

being a Private Act

Chapter 92 of the *Statutes of Saskatchewan, 1961*
(effective March 30, 1961).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

1961

CHAPTER 92

An Act to confirm a Certain Bylaw of The City of Saskatoon

(Assented to March 30, 1961)

Preamble

WHEREAS on the 5th day of December, 1960, Bylaw No. 3951 was finally passed by the council of The City of Saskatoon, a copy of which bylaw forms Schedule A to this Act; and

Whereas the said bylaw provides that it shall come into force and take effect on being validated and confirmed by an Act of the Legislature of the Province of Saskatchewan; and

Whereas The City of Saskatoon has presented a petition to the Legislature of the Province of Saskatchewan praying for the validation and confirmation of the said Bylaw No. 3951 and authorizing the City of carry out the terms thereof; and

Whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of Saskatchewan, enacts as follows:

Bylaws ratified

1 Bylaw No. 3951 of The City of Saskatoon which was finally passed by the council of the said City on the 5th day of December, 1960, and which bylaw if set forth in Schedule A hereto, is hereby validated, ratified and confirmed in all respects and The City of Saskatoon is hereby authorized to carry out the terms thereof.

1961, c.92, s.1.

SCHEDULE A

Bylaw No. 3951

A bylaw of the City of Saskatoon to authorize the execution of a proposed lease of land to the Saskatoon Senior Citizen's Service Association for nominal consideration.

Whereas the City of Saskatoon is the owner of the most easterly six (6) feet of Lot Fourteen (14), all of Lots Fifteen (15) and Sixteen (16), and Lot Seventeen (17) excepting thereout and therefrom the most easterly seven (7) feet of the said Lot Seventeen (17), all in Block Eighty-three (83), in the City of Saskatoon, in the Province of Saskatchewan, in the Dominion of Canada, according to a plan of record in the Land Titles Office for the Saskatoon Land Registration District as plan No. Q.1; and

Whereas in the opinion of the Council, the City no longer requires the said land for the use of the Corporation; and

Whereas it is desirable and expedient to lease the said land for a period of fifty (50) years to the Saskatoon Senior Citizens' Service Association for a site for a recreation centre at a nominal yearly rent;

Now therefore the Council of the City of Saskatoon enacts as follows:

1. The Mayor and City Clerk are hereby authorized to sign and deliver the lease, a copy of which is hereto attached and marked "A", on behalf of the City of Saskatoon and to affix the corporate seal of the City thereto.
2. This bylaw shall come into force and take effect if and when this bylaw is validated by Act of the Legislature of the Province of Saskatchewan.

Read a first time this 5th day of December, A.D. 1960.

Read a second time this 5th day of December, A.D. 1960.

Read a third time and passed this 5th day of December, A.D. 1960.

(Sgd.) Sidney L. Buckwold, *Mayor*.

(Sgd.) L.A. Kreutzweiser, *City Clerk*.

(SEAL)

This is the lease marked "A" referred to in Bylaw No. 3951.

THIS LEASE made the 21st day of November, A.D. 1960.

BETWEEN:

THE CITY OF SASKATOON, hereinafter called the Landlord,

of the first part

and

SASKATOON SENIOR CITIZENS' SERVICE ASSOCIATION, hereinafter
called the Tenant,

of the second part

WITNESSETH as follows:

1. In consideration of the expense to be incurred by the tenant in the erection of a recreation centre for senior citizens hereinafter mentioned and of the rent and covenants on the part of the tenant hereinafter reserved and contained, the landlord hereby demises unto the tenant all that piece of land being described as the most easterly six (6) feet of Lot Fourteen (14), all of Lots Fifteen (15) and Sixteen (16), and Lot Seventeen (17) excepting thereout and therefrom the most easterly seven (7) feet of the said Lot Seventeen (17), all in Block Eighty-three (83), in the City of Saskatoon, in the Province of Saskatchewan, in the Dominion of Canada, according to a plan of record in the Land Titles Office for the Saskatoon Land Registration District as Plan No. Q.1; to hold the same unto the tenant from the date hereof for the term of fifty (50) years; yielding and paying therefor during the said term the sum of One Dollar (\$1.00) per annum on the first day of January in each year; and also yielding and paying unto the landlord on demand by way of additional rent a sum equal to all such sums as the landlord may from time to time pay for insuring and keeping insured any buildings or erections upon the said land

hereby demised against loss or damage by fire, tempest, hail or other supplemental risks in case the tenant shall make default in insuring or keeping insured the said demised premises pursuant to the covenants hereinafter contained.

2. The tenant for himself and his assigns covenants with the landlord as follows:
 - (1) to pay said yearly or other rents hereinbefore reserved at the times and in the manner provided.
 - (2) To at all times during the said term to pay all taxes.
 - (3) To not carry on any offensive trade.
 - (4) To not assign or sublet without leave.
 - (5) To use the demised premises as a site for a senior citizens' recreation centre and for no other purpose.
 - (6) Forthwith to erect upon the premises hereby demised a recreation centre in accordance with plans and specifications approved by the landlord.
 - (7) In executing such works as aforesaid to conform with the provisions of any statute applicable thereto and the bylaws and regulations of the City of Saskatoon and to pay all fees and charges payable to the City of Saskatoon in relation thereto.
 - (8) Not to build or permit to be built or erected or to make any additions or alterations to any building on the land hereby demised except in accordance with plans and specifications previously approved by the landlord.
 - (9) To keep all buildings erected or to be erected on the land hereby demised in good and substantial repair.
 - (10) At the end or other sooner determination of the said term peaceably deliver up to the landlord the land hereby demised together with the said recreation centre and other buildings and erections well and substantially repaired in accordance with the covenants hereinbefore contained together with all landlord's fixtures safe and undefaced and fit to use.
 - (11) To permit the landlord and his surveyors or agents with or without workmen and others twice or oftener in every year during the term at reasonable times in the day time to enter upon the land hereby demised and the buildings thereon and every part thereof to view the state and condition of the same and of all defects, decays and wants of repair there found to give notice in writing by leaving the same at or on the said demised premises to or for the tenant to repair all such defects, decays or want of repair.
 - (12) Within three months next after every such notice as aforesaid well and substantially to repair and make good all such defects, decays and want of repair to the said demised premises at the cost of the tenant.
 - (13) So soon as the said recreation centre is roofed to insure and to keep the same and all other buildings or erections which during the said term may be upon the land hereby demised insured from loss or damage from fire, tempest, hail and other supplemental risks to the full value thereof in some well established insurance company doing business in Saskatoon to be approved in writing by the landlord in the joint names of the landlord and tenant and to pay all

premiums and sums of money necessary for that purpose and on demand to produce to the landlord the policies of such insurance and the receipt for every such payment.

- (14) As often as the said recreation centre or other buildings or erections on the land hereby demised shall be destroyed or damaged as aforesaid forthwith to rebuild and reinstate the same under the direction and to the satisfaction of the landlord, it being hereby agreed that all moneys to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the said recreation centre or other building or erections and in the case the same shall be insufficient for that purpose then the tenant shall make up the deficiency out of his own moneys.
3. Provided always that if the said rents hereby reserved or any part thereof shall be unpaid for a space of twenty-one (21) days next after any of the days hereinbefore appointed for payment thereof (whether the same shall have been lawfully demanded or not) or if default shall be made in the performance or observance of any of the covenants, conditions or agreements on the part of the tenant herein contained, then and in any such case it shall be lawful for the landlord or any person or persons duly authorized by him in that behalf into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as his first and former estate anything herein contained to the contrary notwithstanding and thereupon the term hereby created shall cease without prejudice to any antecedent breach of any of the covenants by the tenant hereinbefore contained.
4. The landlord hereby covenants with the tenant that the tenant paying the rates hereinbefore reserved and performing and observing the covenants, conditions and agreements on the part of the tenant hereinbefore contained shall and may peaceably and quietly hold and enjoy the said demised premises for the term hereby granted without any interruption from or by the landlord or any person lawfully claiming through or under or in trust for him.

IN WITNESS WHEREOF the said parties hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper officers in that behalf, the day and year first above written.

THE CITY OF SASKATOON

Mayor.

City Clerk.

SASKATOON SENIOR CITIZENS' SERVICE ASSOCIATION

 (Sgd.) Lottie C. Diggle, *President.*

(SEAL)

 (Sgd.) Gladys Tett, *Secretary.*

