

LEASE OF FARMLAND

THIS AGREEMENT MADE THIS DAY OF 2020.  
BETWEEN:

THE CITY OF REGINA  
(the "City")

-and-

XXXXXXXXXX  
(the "Lessee")

1. IN CONSIDERATION of the rents, covenants, promises, agreements and undertakings hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the City leases unto the Lessee, approximately XXX acres of farmland as described on the attached Schedule "A" and more particularly described as:

Portions of XX XX-XX-XX W2nd;

(the "Lands")

TERM

2. The City leases the Lands to the Lessee upon and subject to the rents, covenants and agreements set out in this Lease for a term of XXXXX, commencing (START DATE), and ending (END DATE) (the "Term") subject to earlier termination as provided in this Lease.
3. Upon expiration of the Term, or sooner termination of this Lease pursuant to any provision hereof, the Lessee shall yield up the Lands to the City in good and tenantable repair.

RENT

4. The Lessee agrees to pay to the City, the sum of XXXXXXXX Dollars (\$XXXXXX) per annum plus GST in the amount of XXXXXXXX Dollars (\$XXXXXX) payable in monthly instalments of XXXXXXXX Dollars (\$XXXXXX) via Electronic Fund Transfer (EFT)

GENERAL COVENANTS

5. The City covenants with the Lessee:

- (a) for quiet enjoyment subject to the provisions of this Lease; and
  - (b) to observe and perform all the covenants and provisions of this Lease on his part to be observed and performed.
6. The Lessee covenants with the City;
- (a) to pay rent; and
  - (b) to observe and perform all the covenants and provisions of this Lease on their part to be observed and performed.

#### USE OF THE LANDS AND FARMING OPERATION

7. The Lessee covenants and agrees that the Lands shall be used and occupied for the purpose of and solely for the purpose of carrying on the business of a farming operation.
8. In carrying out the farming operations on the Lands, the Lessee covenants and agrees with the City:
- (a) that they will not use or permit the use of any part of the Lands for any dangerous, noxious or offensive trade or business;
  - (b) that they will not perform any act or carry on any practice which may injure or damage the Lands;
  - (c) that they will cultivate, seed and harvest the lands in a proper manner including proper crop rotation and fertilizing, and will not impoverish or waste the Lands;
  - (d) that they will have no rights to or interest in any sand, gravel, clay or other valuable substance existing on or under the surface of the Lands, excepting only the crops to be grown on the Lands by the Lessee pursuant to this Lease;
  - (e) that they will use their best endeavor and approved method of husbandry to prevent the growth and spread of noxious weeds;
  - (f) that they will protect and care for the crops;
  - (g) that they will exercise diligent care so as not to bring or spread weed seeds onto the Lands during the harvest of the crops;
  - (h) that they will not change the natural course or waterways on the Lands, nor will they permit any other person or entity to do so; and

- (i) to not raise livestock on the Lands or permit livestock to graze on the Lands.
9. The Lessee agrees that they shall use their own machinery, tools and equipment during the Term of this Lease and that they shall be responsible for all costs of farming the Lands unless otherwise stated in this Lease.
  10. The Lessee covenants and agrees that they will:
    - (a) keep all ditches and roadsides clear of weeds as required by
    - (b) at all times keep and maintain the Lands in strict accordance with
    - (c) in his use of the Lands and conduct of farming operations on the Lands promptly observe and comply with

all provisions of law including, without limiting the generality of the foregoing, the requirements of all governmental authorities.

#### REPAIR AND IMPROVEMENTS

11. The Lessee covenants that he will keep the openings of all culverts on the Lands open and free from obstruction and in good running order at all times during the Term and will not suffer or permit such drains or the water courses in any open ditches in the Lands to become obstructed, but will continuously keep them free and clear for the escape of the water flowing therein.
12. The Lessee shall not make major improvements, other than what is considered normal repair and maintenance to the Lands or other assets identified in this Lease without the written permission of the City. The term "major improvements" as used in this Lease shall include, without limiting the generality of the foregoing, water development, erosion control, fencing and building construction, clearing, breaking and seeding to pasture and hay land.
13. Title to all improvements shall vest in the City and no improvements shall be sold, removed, disposed of or encumbered without written consent of the City.

#### INSURANCE AND INDEMNITY

14. The Lessee shall, throughout the Term of this Lease, provide and keep in force for the benefit of the City and the Lessee, general liability insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence in respect of injury to or death of any persons or for property damaged. All insurance shall be effected with insurers and upon

terms satisfactory to the City. The Lessee shall promptly furnish to the City copies of insurance policies or other evidence satisfactory to the City of such insurance and any renewals thereof. If the Lessee shall fail to insure as herein required, the City may effect such insurance and any renewals thereof. If the Lessee shall fail to insure as herein required, the City may effect such insurance for the benefit of the City and Lessee for a period not exceeding the Term of this Lease and any premium paid by the City shall be recoverable from the Lessee on demand as additional rent.

15. The Lessee hereby covenants and agrees to protect, indemnify, defend and hold harmless the City, its officers, directors and ~~employees~~, from and against any and all claims, demands, losses, liabilities, actions, law suits and other proceedings, judgements and awards, and costs and expenses (including legal fees on a solicitor/client basis) in connection with loss of life, personal injury whatsoever arising directly or indirectly, in whole or in part, from or out of this Lease or any occurrence in, upon or at the Lands or the occupancy or use thereof by the Lessee, excluding any of the foregoing that result directly from the negligence or willful act of the City, its officers, directors, agents and employees.
16. The obligations of the Lessee to indemnify the City shall survive the termination or expiry of this Lease in respect of every event happening during the Term prior to such termination or expiry.

#### TAXES

17. The City shall pay all municipal taxes assessed on the Lands during the Term.

#### TERMINATION

18. The City may, on Ninety (90) days' notice, terminate this Lease if the Lands or any portion thereof are required for any municipal purpose.

#### REMEDIES OF THE CITY ON DEFAULT

19. If and whenever:
  - (a) any rent or any other amount payable by the Lessee under this Lease, including any instalment thereof, shall be in arrears and shall not then be paid within Seven (7) days after demand in writing by the City; or
  - (b) the Lessee shall have breached or failed to comply with any of the covenants or agreements contained in this Lease, other than those as to the payment of any rent or any other amount payable by the Lessee under this Lease, and shall have failed to remedy such breach or non-compliance within Thirty (30) days or such longer period, if any, as the City may reasonably allow for the remedying of such breach or non-compliance, after written notice thereof has been given by the City to the Lessee; or

- (c) the Lessee shall be adjudicated bankrupt or insolvent according to law or shall make an assignment for the benefit of creditors; or
- (d) re-entry or termination is permitted under any other terms of this Lease;

then in every such case, in addition to any other rights or remedies it has pursuant to this Lease or by law, the City has, to the extent permitted by law without notice to the Lessee, the immediate right of re-entry upon the Lands or any part thereof in the name of the whole and the right to forthwith terminate this Lease, and it may expel all persons and remove all property from the Lands, and such property may be sold or disposed of by the City as it deems advisable or may be stored in a public warehouse or elsewhere at the cost of and for the account of the Lessee; or such property may be abandoned at the City's option, all without service of notice or resort to legal process and without the City being considered guilty of trespass and without liability in respect of such reentry or dealing with such property or becoming liable for any loss or damage which may be occasioned thereby.

- 20. Mention in this Lease of any particular remedy or remedies of the City in respect of any default by the Lessee shall not preclude the City from other remedies in respect thereof, whether available at law, in equity or by statute or expressly provided herein.

#### MISCELLANEOUS PROVISIONS

- 21. This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and, where permitted in this Lease, assigns.
- 22. Time shall be in every respect of the essence in this Lease.
- 23. The Lessee will not assign or sublet the Lands or this Lease without the consent in writing of the City first had and obtained, which consent may not be unreasonably withheld.
- 24. The City may at any time enter and view the state of repair of the Lands and structures thereon, and the Lessee will repair according to notice in writing received from the City.
- 25. At all times during the Term, or any renewal thereof, the Lessee agrees to permit the City, its employees, servants and agents the right to enter on the Lands to take levels and measurements and generally to survey the Lands, and to do and perform all other acts or things necessary to prepare such plans or plans of survey as the City may from time to time deem desirable. The City shall be responsible to the Lessee for any damage to the Lands or any crops thereon when taking such surveys or plans but shall endeavour to minimize any possible damages,

- 26. The City shall have unobstructed access/egress to the various XXXXX sites via the passage provided as referenced on the attached Schedule "A" as #XX, XX, XX and XX. When so accessing/egressing, no monetary compensation will be paid in the event of crop damage,
- 27. The Lessee covenants and agrees with the City that under no circumstances will they file a Caveat against the registered title to the Lands protecting their interest under and by virtue of this Lease or such other interest as the Lessee shall become entitled to,
- 28. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by ordinary mail postage prepaid and shall be addressed:

if to the City, at:

Manager, Real Estate Branch  
5<sup>th</sup> Floor, City Hall  
PO Box 1790  
Regina, SK S4P 3C8

if to the Lessee, at:

XXXXXXXXXXXXXXXXXX  
Box XXX  
Regina, SK S4P 3C8  
Attention: XXXXXXXX

or at such other address as either party may notify the other in writing from time to time. Any notice, demand, request or other instrument delivered by hand shall be deemed to have been given on the date delivered, and if mailed by ordinary mail in the Province of Saskatchewan, shall be deemed to have been given to and received by the addressee four (4) days following the date of posting, provided however that if between the time of mailing and the actual receipt of the notice there shall be a mail strike, slowdown or other labour dispute which may affect delivery of such notice by the mail, then such notice shall be effective only if actually delivered.

- 29. In the event that any payment, subsidy or other reimbursement is made by any government or marketing agency in connection with grain production on the Lands during the Term of this Lease, it is agreed between the parties that such payments shall be paid to the Lessee. Where contributions are required to be made for entitlement to any such payment, subsidy or reimbursement, such contributions shall be made by the Lessee.

IN WITNESS WHEREOF, the Parties have executed this agreement this day and date first above written.

(seal)

CITY OF REIGNA

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City Clerk

(NAME OF LESSEE)

(seal)

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AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA

PROVNCNE OF SASKATCHEWAN

I, \_\_\_\_\_, of \_\_\_\_\_,  
(Print Full Name of Signing Authority) (City) (Province)

MAKE OATH/AFFIRM AS FOLLOWS:

- I am a (insert position) of \_\_\_\_\_  
(the Corporation) named in the Agreements to which the Affidavit is attached.
- I am authorized by \_\_\_\_\_(the Corporation) to execute  
the Agreement without affixing the Corporate Seal of \_\_\_\_\_  
(the Corporation).

SWORN BEFORE ME at

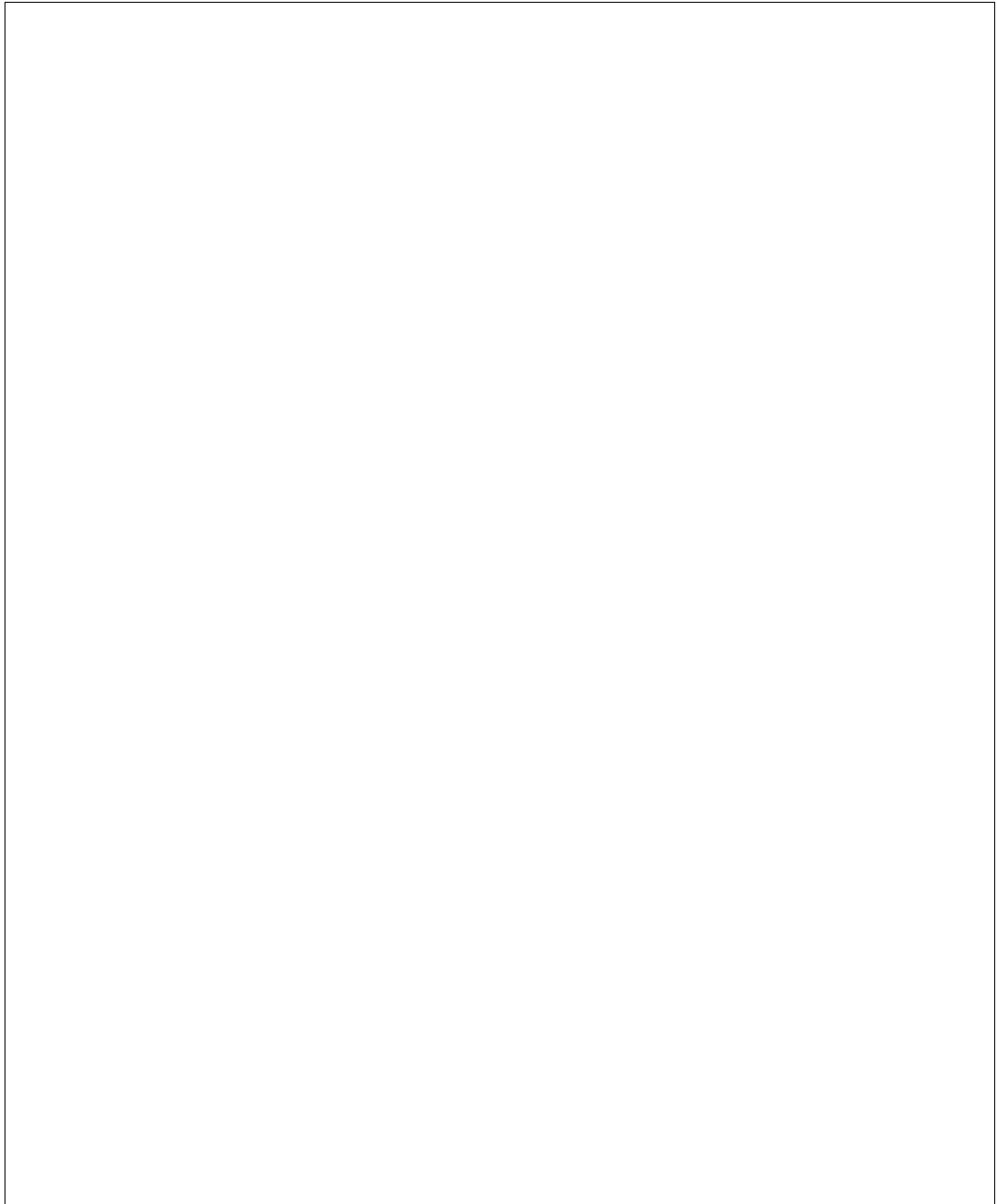
\_\_\_\_\_,Saskatchewan,

on \_\_\_\_\_ 2018

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



SCHEDULE "A"



<b>Real Estate Branch, City Planning Development Div,</b>	
<b>REGINA</b> City of Regina	<b>Project; Subject Land</b>  Civic Address; NA - XXXXXXXXXXXXXXXXXXXX

Any Dimensions shown are approximate values in metres