



Saskatchewan  
Environment  
and Resource  
Management

### PROVINCIAL PARK LAND LEASE

THIS LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

HER MAJESTY THE QUEEN in the right of the Province of Saskatchewan, (hereinafter called the "Lessor"), herein represented by the Minister of Environment and Resource Management of the said Province, (hereinafter called the "Minister").

AND:

\_\_\_\_\_ of \_\_\_\_\_  
in the Province of \_\_\_\_\_  
(hereinafter called the "Lessee").

WITNESS THAT for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained, on the part of the Lessee to be paid, observed and performed, the Lessor has leased unto the Lessee the following land in the Province of Saskatchewan, that is to say:

Lot , Block , Omache Bay Subdivision  
Saskatchewan Landing Provincial Park,  
Plan No.

hereinafter referred to as "the said land";

TO HAVE AND TO HOLD the said land unto the Lessee for and during the first term from the 1st day of \_\_\_\_\_, 2001, to the 31<sup>st</sup> day of \_\_\_\_\_, 2002, and from thenceforth next ensuing for a term of Twenty (20) years and fully to be completed and ended on the 31<sup>st</sup> day of March, 2022.

YIELDING AND PAYING therefore to the Minister during the term of this Agreement including any extension thereof, in respect of the lease lands, the amounts for rent and any additional charges as prescribed for Provincial lands by the Parks Regulations in force as amended from time to time under *The Parks Act*, such amounts and charges being payable yearly in advance on the 1<sup>st</sup> day of \_\_\_\_\_, the first of such payments to be made on the effective date of this Agreement as first above written and shall be prorated to the 31<sup>st</sup> day of \_\_\_\_\_, next following the effective date of this Agreement.

THE PARTIES HERETO COVENANT AND AGREE with each other as follows:

1. The Lessee will pay the said rent in the manner aforesaid.
2. (a) The Lessee will use the said land for seasonal residential purposes only, developing it in accordance with plans approved by the Minister or his authorized agent and will not use or permit the same to be used for any other purpose whatsoever nor in any manner inconsistent with such occupation.  
(b) The Lessee shall not reside on or occupy the said land, or permit the same to be resided on or occupied, on a year-round basis without the written permission of the Lessor, and any such permission shall be subject to such terms and conditions as the Lessor may prescribe.

3. (a) The Lessee will, within six months, after the execution of this lease, and after obtaining a building permit, commence and without intermission and with reasonable expedition proceed with the erection of a building or buildings in accordance with the aforesaid approved plans and the building standards and specifications set out in Schedule A, which is attached to and forms part of this Agreement, such building to be used as a private seasonal residence upon the said land, and will at the Lessee's own expense completely finish the same for use and occupation, on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in a substantial and workmanlike manner. Where, for any reason, the said building or buildings are destroyed or removed, the Lessee will re-erect a building in accordance with this subsection within two years from the date of such destruction or removal.
- (b) The Lessee shall be solely responsible for such building and the construction thereof and shall pay promptly when due all costs incurred in such construction, whether for services or materials, so as not to make the said land or the interest of the Lessor or Lessee therein, subject to any builders' liens or other liens. If any such lien shall at any time be filed or recorded, the Lessee shall, upon notice from the Lessor, obtain the release or discharge of such lien.
4. (a) The Lessee will maintain the said land and all buildings from time to time thereon in a neat and sanitary condition and in good and proper repair.
- (b) The Lessee will not, at any time during the said term exercise or carry on, or permit or suffer to be exercised or carried on, in or upon the said land, or any part thereof any noxious, noisome or offensive art, trade, business, occupation or calling, or keep, sell, use, handle, or dispose of any merchandise, goods, or things which the Lessor may for any reason deem objectionable or by which the said land or any building thereon shall be injured, and no act, matter or thing whatsoever shall, at any time during the said term, be done in or upon the said land, or any part thereof, that is or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the adjoining or neighbouring lands and premises.
5. (a) Subject to subsection (4), the Lessor agrees to supply a potable water supply to the perimeter of the said land subject to the Lessor obtaining the necessary approvals, licenses and permits from regulatory agencies, including but not limited to approvals and permits from the Saskatchewan Water Corporation.
- (b) The Lessee shall be responsible for any arrangements to connect the said water supply to his own water system, including obtaining all required approvals, and shall pay all expenses associated with any such connection.
- (c) The Lessee shall pay the Lessor for the said water supply according to invoices submitted by the Lessor from time to time.
- (d) The Lessor shall use its best efforts to provide a water supply in accordance with this section, but the Lessor shall not be liable to the Lessee or any other person for any discontinuance, interruption or diminution of the said water supply, whether temporary or permanent, due to any cause whatsoever. Without limiting the generality of the foregoing, the Lessor further reserves the right, in its sole discretion, to reduce or limit the rate and quantity of water supplied to the perimeter of the said land in proportion to the reduced rates and quantities of water supplied to provincial facilities or other Lessees within Saskatchewan Landing Provincial Park.
6. If and whenever during the said term, sewer or power facilities are made available to the Lessee, the Lessee hereby covenants and agrees to arrange, at the Lessee's expense, for the extension of the said facilities to the said land within a time designated by the Lessor.
7. The Lessee will pay yearly and every year in advance on or before the 1st day of May, all charges, taxes, rates and assessments whatsoever that may at any time be charged upon or against or become payable in respect of the said land or in respect of the occupation thereof by the Lessee.
8. The Lessee shall not, sell, assign, sublet or transfer this lease, or any of the rights of the Lessee hereunder, without the written consent of the Lessor.



9. (a) The Lessee covenants that it will observe and comply with, and that this lease will be subject to, all applicable Acts, regulations and other laws from time to time in force in the Province of Saskatchewan.  
(b) Without limiting the generality of the foregoing, this lease is subject to all provisions of *The Parks Act* and regulations thereunder, including the implied reservations, terms and conditions to which dispositions under that Act are subject.
10. The Lessor reserves the right to enter on the said lands at any reasonable time for the purposes of inspecting the condition and state of repair of the said lands and determining whether this Agreement is being complied with.
11. In the event that the Lessee fails to pay rent for the said lands when due, or fails to make any other payment required by this lease when due, or breaches or fails to perform any other covenant, term of condition herein contained or any Act, regulations or other law to which the Lessee is subject, or in the event the said land is used by any person or persons other than the Lessee or for a purpose or in a manner other than expressly permitted hereunder, the Lessor may notify the Lessee in writing that the Lessee is in default and, should the Lessee not remedy such default within thirty days of receiving such notice, the Lessor may cancel this lease in accordance with *The Parks Act*.
12. If the said land or any part thereof is at any time required in connection with any work or works to be constructed under *The Water Corporation Act*, *The Water Power Act*, *The Water Users Act* or *The Irrigation Districts Act*, or for aeroplane landing fields or for beacons or for any public purpose or if it appears that the said land contained minerals (as defined in *The Mineral Resources Act*) or if a railway company becomes entitled to a grant from the Crown of any part of the said land, the Minister may cancel this lease or withdraw any portion of the said land, from the operation of this lease on thirty days notice in writing to the Lessee.
13. The Lessee agrees that the Lessor shall not be liable to the Lessee or to any other person for any claim, demand, damages, or rights or causes of action, whatsoever, arising out of or incidental to, or in any manner connected with, or directly or indirectly caused by this lease, or caused by or resulting from or incidental to the use and occupancy of the said land and the Lessee further agrees and obligates himself to keep harmless and to indemnify the Lessor against any and all claims, liabilities, demands, damages, rights or causes of action whatever made or asserted by anyone arising out of or incidental to this lease or the use or occupancy of the said land. This section shall survive any expiration or termination of this Agreement.
14. This lease contains the sole agreement between parties with respect to the subject matters of the lease, and there is no representation, warranty, collateral agreement or condition affecting this lease other than as expressed herein.
15. Any waiver by the Lessor of the strict observance, performance or compliance by the Lessee of or with a term, covenant, condition or agreement contained in this lease shall not be effective unless given in writing by the Lessor and shall extend only to the particular breach specified therein and shall not be considered to be a waiver of or to alter, affect or prejudice any other right or remedy to which the Lessor may lawfully be entitled for the same or any other default or breach.
16. Time is of the essence of this lease.
17. It is hereby agreed that the rights and obligations conferred or imposed on the Lessor by this Agreement may be exercised by any person expressly authorized to act on behalf of the Lessor.
18. It is agreed that if, upon the expiration or termination of this lease, the Lessor permits the Lessee to remain in possession of the said lands and accepts rent, a tenancy from year to year is not created by implication of law, and the Lessee shall be considered to be a monthly tenant only, at the rent payable immediately prior to the expiration or termination.
19. No implied covenant or liability on the part of the Lessor shall be deemed to be created by the use of the word "lease" or by any other word in this lease.

20. **This lease** and everything herein contained shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties thereto.
21. **Wherever the** singular or the masculine is used in this lease the same shall be construed as meaning the plural or the feminine or the neuter where the context so requires.
22. **The Lessee** shall notify the Lessor of any change in his post office address.

**IN WITNESS WHEREOF**an officer of the Department of Environment and Resource Management, thereunto duly authorized, has hereunto set his hand and seal on behalf of the Lessor, and the Lessee has hereunto set his hand and seal.

**SIGNED, SEALED and DELIVERED**

on behalf of the Lessor

in the presence of

**Witness**

and by the Lessee in the  
presence of

**Witness**

Witness



**Saskatchewan Landing Provincial Park****Schedule 'A'**

**Department of Environment and Resource Management  
Saskatchewan Landing Cottage Development Co-op  
Joint Guidelines for Development of Cottage Subdivision Lots**

**Site Development:**

1. No construction will be allowed to commence prior to issuance of a building permit and a lease.
2. Working drawings will be required prior to issuance of a building permit. Working drawings will include:

**A. Plot Plan**

- i) Property dimension, from legal subdivision plan; include lot angles and distances
- ii) Front, side and rear yard set backs
- iii) North arrow
- iv) Adjacent street(s)
- v) Existing contours and depths and locations of any excavations and/or embankments
- vi) Location of proposed structures, lanes and driveways on plot
- vii) Additional information on decks, planting, landscape plans, etc. is welcome, but not required
- viii) Location of services (water, sewer, power, telephone, propane tanks, other)

**B. Building Plans**

To be drawn at a minimum scale in Metric - 1:50 or in Imperial - 1/4" - 1'-0" and to include:

- i) Floor plan - include all levels from basement to top floor
- ii) Front, rear and side elevation drawings
- iii) Finished floor elevation, if available

**C. Building Materials**

- i) Colours and material descriptions/specifications shall be submitted (submit samples with construction drawings)
3. Architectural Guidelines:

**Style:** In order to match the park setting, cottage or log style buildings are most compatible. A horizontal appearance is preferred; for example, low pitched roof and horizontal siding. Height of structures should be minimized.

**Exteriors:** It is suggested that building exteriors be constructed of natural materials such as rough sawn wood, wood shakes, logs, fieldstone or similar organic materials. Matching siding on all elevations is preferable. Exteriors should be sheathed or finished down to ground level (eg. skirting). Stucco submissions will be reviewed for colour compatibility.

Roof Materials: Cedar or pine shingles or shakes are to be used or alternatively earth-toned asphalt shingles (browns, tans, greens or greys). Red or other bright coloured roofing should not be used.

Colour Schemes: Use of bright, primary colours is to be avoided. Earth tones, prairie related colours or neutral shades should predominate (browns, earthy yellows, pale greens, greys or beiges).

Number of Structures: The number of separate structures should be minimized, although separate garages are acceptable. Storage space should be architecturally integrated into proposed structures.

4. All buildings must be of new construction and shall meet requirements of the Uniform Building Standards Act and Regulations of Saskatchewan. Construction must be carried out in accordance with the National Building Code of Canada.
5. The applicant will be responsible for constructing lot approaches and installing culverts in approaches to allow natural water flow.
6. Required site and design criteria:
  - a) Single Family Unit only
  - b) Minimum dwelling size (main floor) - 600 square feet (56 square metres)  
Maximum dwelling size shall be such to remain within applicable lot boundary setbacks (below)
  - c) Minimum front yard set back - 6 metres (20 feet)
  - d) Minimum rear yard set back - 6 metres (20 feet)
  - e) Single minimum side yard setback - 1.5 metres (5 feet). Total minimum side yard setback - 4 metres (13 feet)
  - f) Landscape modifications and tree removal are to be kept to a minimum. Native or other plant materials tolerant of local (dry) conditions are recommended for landscape amendment (refer to attached list)
  - g) Mobile homes and/or trailers are not acceptable as a permanent residence. Mobile camping units parked on lots shall not be used on a permanent basis and shall be kept in a transportable condition at all times. Sewage from these units shall be disposed of into a sewer system.
  - h) Compliance with local and other regulatory authorities, Acts and Regulations
7. Development must be in accordance with the latest revisions of The Parks Act and Regulations, as amended, that may be in force at the time of construction.

The following provides a listing of native species that are compatible to the Saskatchewan Landing Park Vegetation Management objectives. Most of these species will be used in the marina landscape plan and for campground rejuvenation.

### Trees

|                   |   |
|-------------------|---|
| Manitoba Maple    | <i>Acer negundo</i>                               |
| Green Ash         | <i>Fraxinus pennsylvanica</i>                     |
| Plains Cottonwood | <i>Populus deltoides</i> var. <i>occidentalis</i> |
| Mountain Ash      | <i>Sorbus stichensis</i>                          |
| Shining Willow    | <i>Salix lucida</i>                               |
| Pussy Willow      | <i>Salix discolor</i>                             |
| *Hybrid Poplar    | Manitou, Assiniboine                              |

\*These poplars have been crossed with native species. They are males therefore do not produce the cotton seed.

### Shrubs

|                          |                               |
|--------------------------|-------------------------------|
| Pincherry                | <i>Prunus pensylvanica</i>    |
| Chokecherry              | <i>Prunus virginiana</i>      |
| Red Osier Dogwood        | <i>Cornus stolonifera</i>     |
| Silver Buffaloberry      | <i>Shepherdia argentea</i>    |
| Saskatoon                | <i>Amelanchier alnifolia</i>  |
| Creeping Juniper         | <i>Juniperus horizontalis</i> |
| Silverberry (wolfwillow) | <i>Elaeagnus commutata</i>    |

### Grasses

|                     |                               |
|---------------------|-------------------------------|
| Sheep Fescue        | <i>Fescue ovina</i>           |
| Northern Wheatgrass | <i>Agropyron dasystachyum</i> |
| Slender Wheatgrass  | <i>Agropyron trachycaulum</i> |
| Kentucky Bluegrass  | <i>Poa pratensis</i>          |
| Western Wheatgrass  | <i>Agropyron Smithii</i>      |
| Plains Rough Fescue | <i>Festuca hallii</i>         |
| Rough Fescue        | <i>Festuca doreanna</i>       |