

291-011-191
x 4070-2

Boulevard Lease Agreement

This Agreement made effective the 21st day of November, 2011.

Between:

The City of Saskatoon, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, Chapter C-11.1 (the "City")

- and -

Jian Liu and Ping Dong, both of the City of Saskatoon, in the Province of Saskatchewan (the "Lessees")

Whereas the Lessee occupies:

Parcel Number: [REDACTED]

Title Number: [REDACTED]

Legal Description: [REDACTED]

As described on Certificate of Title [REDACTED]

which land is commonly known as [REDACTED] Braemar Crescent, and is immediately adjacent to the land which is the subject of this Agreement;

Whereas the Lessees are prepared to be bound by this Agreement and to perform the covenants contained in this Agreement;

The parties agree as follows:

Purpose

1. The Lessees wish to lease that portion of a City boulevard as shown outlined on the attached Schedule "A" (the "Land") for the purposes of expanding the yard at [REDACTED] Braemar Crescent to enclose trees and install an air conditioner. This document is the Lease Agreement.

Grant of Lease

2. In consideration of the rents, covenants, conditions and agreements contained in this Agreement, the City leases the Land to the Lessees.

Term

3. The term of this Agreement is 5 years commencing November 21, 2011 and ending November 21, 2016 (the "Term"), which Term may be extended for a further 5 years subject to the parties reaching agreement on rent.

Rent

4. The Lessees shall pay rent to the City in advance on or before the 21st day of November of each year in the amount of \$ [REDACTED] per annum, plus Goods and Services Tax ("GST").

Lessee's Covenants

5. The Lessees hereby covenant with the City:
 - (a) to pay the rent reserved on the days and in the manner aforesaid without any deduction or abatement whatsoever;
 - (b) to install fencing or curbing, straight faced or angled to prevent vehicle access between the street and the leased area, 1.7 metres from the face of the curb, except at permitted driveways;
 - (c) to ensure that access to the Land is provided only from the Lessees' adjacent property;
 - (d) to use the Land only for the purpose of increasing yard area;
 - (e) to ensure that no permanent structure is constructed or placed on the Land;
 - (f) upon termination of the lease, to return the Land to its pre-lease condition;
 - (g) not to sublet the demised Land or any portion thereof or assign this Agreement or part with the possession of the demised Land without first obtaining the written consent of the City;
 - (h) to maintain the demised Land in a clean, tidy, sanitary and safe condition at all times, and not permit garbage or waste to accumulate on or about the demised Land;

- (i) to permit the City by its servants or agents at all reasonable times to have a full and free access to any and every part of the demised Land, to view the state of repair and for any other reasonable grounds;
- (j) to indemnify and save the City harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property on the demised Land or arising either directly or indirectly by virtue of the Agreement;
- (k) to maintain and keep in force during the term of this Agreement, general liability insurance in an amount not less than \$2,000,000.00 in a form satisfactory to the City which will name the City as an additional insured. The Lessee will provide proof of such insurance to the City at the beginning of the term of the Agreement;
- (l) at the Lessees' own cost and expense to comply with the requirements of every applicable bylaw, statute, law or ordinance, and with every applicable regulation or order with respect to the condition, equipment, maintenance, use or occupation of the demised Land; and
- (m) to maintain the Land at the Lessees' own cost and expense and be responsible for all snow removal.

Re-Entry by City

- 6. If the rent or any part of the rent payable under this Agreement is unpaid for 30 days after becoming payable (whether formally demanded or not), or if any covenant in this Agreement is not performed or observed or if the Lessees abandon the Land, the City may re-enter upon the Land and this Agreement will be automatically terminated. The termination will not affect the City's other rights under this Agreement.

Termination

- 7. (1) The City may terminate this Agreement if the Land is required for future road development by providing the Lessee with 30 days written notice of its intention to do so.
- (2) The parties may terminate this Agreement upon breach of the terms by the Lessees.