

BYLAW 97-11

A BYLAW OF THE TOWN OF LAMPMAN TO AUTHORIZE THE ENTERING INTO AN AGREEMENT WITH THE LAMPMAN PRAIRIE LILY CLUB

The Council of the Town of Lampman, in the Province of Saskatchewan, enacts as follows:

- 1) The Town of Lampman is hereby authorized to enter into an agreement with the Lampman Prairie Lily Club, the terms of which are attached hereto and as Appendix "A" and Appendix "B" of this bylaw, for the purpose of;
 - a) Leasing Lot Three (3), Block One (1), Plan AG5479, Lampman Saskatchewan, to the Lampman Prairie Lily Club.
 - b) Financial Assistance by the Town of Lampman to the Lampman Prairie Lily Club.
- 2) The Mayor and Administrator of the Town of Lampman are hereby authorized to sign and execute the agreements, the terms of which are set out in Appendix "A" and Appendix "B", here before referred to.
- 3) This bylaw shall come into effect and take force upon final passing thereof.

INTRODUCED AND READ A FIRST TIME THIS 10TH DAY OF SEPTEMBER, 1997.

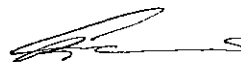
READ A SECOND TIME THIS 10TH DAY OF SEPTEMBER, 1997.

READ A THIRD AND FINAL TIME ON THE UNANIMOUS CONSENT OF THE COUNCIL PRESENT THIS 10TH DAY OF SEPTEMBER, 1997.

(SEAL)




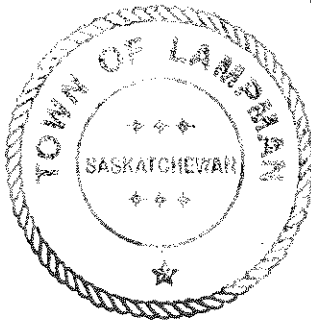

Mayor



Administrator

Certified a true copy of the bylaw passed by the resolution of the council present at their regular meeting held on the 10th day of September, 1997,


Administrator



THIS INDENTURE MADE IN DUPLICATE AS OF THE 10TH DAY OF
SEPTEMBER, 1997

BETWEEN:

THE TOWN OF LAMPMAN, a municipal corporation having an office
the Town of Lampman, in the Province of Saskatchewan,

(hereinafter called the "Party of the First Part")

AND

LAMPMAN PRAIRIE LILY CLUB INCORPORATED, a body
corporate incorporated under the Societies Act of the Province of
Saskatchewan, having an office in Lampman, in the Province of
Saskatchewan,

(hereinafter called the "Party of the Second Part")

WHEREAS the Lessor is the register owner of Lot Three (3), Block (1), Plan No.
AG5479, in the Town of Lampman, in the Province of Saskatchewan, Minerals in the Crown.
(Hereinafter called the "Land");

AND WHEREAS under the terms of the said Lease, the Party of the Second Part
covenanted and agreed to maintain the premises located on the said land;

AND WHEREAS the Part of the First Part is desirous of assisting the Party of the
financing of such maintenance for and during the term of the said Lease;

NOW THEREFORE in consideration of the entering into of the said Lease, the Parties
hereto covenant and agree as follows;

- 1) The Part of the First Part does hereby agree to pay the Party of the Second Part the
sum of Twelve Hundred Dollars (\$1,200.00) annually on the 31st day of December
of the year, commencing December 31, 1997 and continuing until the expiration
or determination of the term of the said Lease.
- 2) The Parties hereto agree that the Party of the Second Part shall spend such funds
as they in their absolute discretion decide upon.
- 3) Notwithstanding anything herein contained, it is understood and agreed that in the
event that the Lessee under the said Lease does not pay to the Lessor the said rent,
then the sums herein agreed to be paid by the Party of the First Part to the Party of
the Second Part shall not be payable.

IN WITNESS WHEREOF the Lessor has hereunto by the hands of its' proper
officers signed its name and affixed it's seal the 10th day of September, 1997, and the Lessee has
by the hands of it proper officers signed it's name and affixed it's seal this 10th day of September
1997.

PRAIRIE LILY CLUB

Per: Phil G. Lussier
President

Per: Bernice Kube
Secretary-Treasurer

TOWN OF LAMPMAN

Per: Darcy Homidgrach
Mayor

Per: [Signature]
Administrator

THIS INDENTURE MADE IN DUPLICATE AS OF THE 10TH DAY OF
SEPTEMBER, 1997

BETWEEN:

THE TOWN OF LAMPMAN, a municipal corporation having an office
the Town of Lampman, in the Province of Saskatchewan,

(hereinafter called the "Lessor")

AND

LAMPMAN PRAIRIE LILY CLUB INCORPORATED, a body
corporate incorporated under the Societies Act of the Province of
Saskatchewan, having an office in Lampman, in the Province of
Saskatchewan,

(hereinafter called the "Lessee")

WHEREAS the Lessor is the register owner of Lot Three (3), Block (1), Plan No.
AG5479, in the Town of Lampman, in the Province of Saskatchewan, Minerals in the Crown.
(Hereinafter called the "Land");

AND WHEREAS in consideration of the rents, covenants and agreements hereinafter
reserved and contained on the part of the Lessee, to be paid, kept, observed and performed, the
Lessor has demised and leased and by these presents doth demise and lease to the Lessee the said
land.

TO HAVE AND TO HOLD the said land unto the Lessee for and during the term of Ten
(10) years to be computed from the tenth day of September, 1997 and from thenceforth next
ensuing and fully completed and ended on the 30th day of September, 2007.

YIELDING AND PAYING THEREFOR yearly and every year during the said term
hereby granted unto the Lessor, the Sum of Twelve Hundred Dollars (\$1,200.00) payable on the
first day of December in the year the said sum becomes payable to the Lessor, with the first of
such payments to be made on the first day of December, 1997.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO AS
FOLLOWS:

- 1) Provided that if the term hereby granted shall be at any time seized or taken in
execution or in attachment, by any creditor of the Lessee, or if the Lessee shall
make any assignment for the benefit of creditors, or becoming bankrupt or
insolvent shall take the benefit of any Act that may be in force for bankrupt or
insolvent debtors, the rent for three months succeeding the then current month
shall immediately become due and payable, and the said term shall immediately
become forfeited and determined at the end of the said three months.
- 2) The Lessee covenants with the Lessor to pay rent as herein provided.
- 3) It is understood and agreed that the Lessee shall pay all water and sewer charges,
charges of gas, electricity and telephone which may be charged against the said
land during the said term.
- 4) That the Lessee shall maintain the premises in a state of good repair and shall
make such renovations to the said premises as it in its absolute discretion may
decide upon.

- 5) That the Lessor shall insure the premises as it may decide upon.
- 6) That the Lessee shall use the premises situate on the said land only for charitable purposes as it may decide upon.
- 7) That in the event that the Lessee is disbanded or otherwise wound up, then in such event the within term shall automatically cease.
- 8) It is agreed that in case the demised premises or any part thereof shall at any time during the term hereby granted by partly burned or damaged by fire, lightning or tempest so as to render the same unfit for the purposes of the Lessee, then and so often as the same shall happen a reduction from the rent hereby reserved proportionate to the nature and extent of the injury sustained, shall be made until the said premises shall have been rebuilt or made fit for the purposes of the Lessee, providing that if the premises be a total loss, the rent shall be payable only to the time of destruction, any rent paid in advance shall be refunded, the balance of the said term shall become forfeited and void immediately, the Lessee shall be relieved form further liability hereunder and the Lessor any take possession of the land forthwith.
- 9) The Lessee shall not be required to pay any taxes with reference to the said property.
- 10) This indenture shall be binding upon the Parties hereto, and their respective assigns.

IN WITNESS WHEREOF the Lessor has hereunto by the hands of its' proper officers signed its name and affixed it's seal the 10th day of September, 1997, and the Lessee has by the hands of it proper officers signed it's name and affixed it's seal this 10th day of September 1997.

PRAIRIE LILY CLUB

Per: Phil Glaser
President

Per: Bernice Hester
Secretary-Treasurer

TOWN OF LAMPMAN

Per: Darcy Hammond
Mayor

Per: [Signature]
Administrator