

RURAL MUNICIPALITY OF LUMSDEN NO. 189

BYLAW NO. 5/90

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING THE  
JOINT USE DEVELOPMENT AND MAINTENANCE AGREEMENT.

The Council of the Rural Municipality of Lumsden No. 189, in the Province  
of Saskatchewan, enacts as follows:

1. The Rural Municipality of Lumsden No. 189, is hereby authorized to  
enter into the agreement, attached hereto and forming part of this  
bylaw and identified as Exhibit "A", with the:

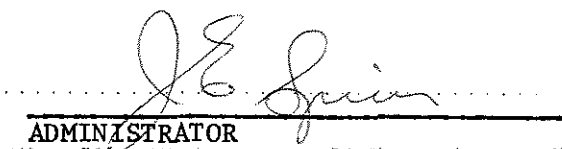
Town of Regina Beach

Village of Buena Vista

for the purpose stated within the agreement.

2. The Reeve and Administrator of the Rural Municipality of Lumsden #189  
are hereby authorized to sign and execute the attached agreement  
identified as Exhibit "A".

  
REEVE

  
ADMINISTRATOR

Certified a true copy of  
Bylaw No. 5/90 passed by  
resolution of Council on  
the 5th day of  
March, 1990

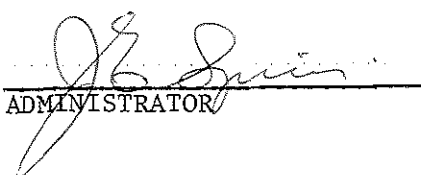
  
ADMINISTRATOR

EXHIBIT "A"

THIS AGREEMENT made this 13 day of February, A.D. 1990.

BETWEEN:

THE TOWN OF REGINA BEACH  
of Box 10, Regina Beach, Saskatchewan S0G 4C0  
(the "Town" hereafter)

OF THE FIRST PART

THE RURAL MUNICIPALITY OF LUMSDEN NO. 189  
of Lumsden, Saskatchewan S0G 3C0

OF THE SECOND PART

THE VILLAGE OF BUENA VISTA  
Box 154, Regina Beach, Saskatchewan S0G 4C0

OF THE THIRD PART

JOINT USE DEVELOPMENT AND  
MAINTENANCE AGREEMENT

1.0 PREMISES

WHEREAS:

1.1 The Town, the RM and the Village (collectively the "Partners" hereafter") are jointly undertaking the construction and operation of a multi-use recreation centre (the "Recreation Centre" hereafter) situated in the Town on the parcel of land set forth and described on Schedule "A" hereto (the "Land" hereafter);

1.2 Fund-raising for construction of the Recreation Centre has consisted primarily of fund-raising through the efforts of the Town;

1.3 The Recreation Centre shall consist of one facility, being a community hall/gymnasium, for the time being;

1.4 Construction of the Recreation Centre has commenced and the partners wish to document the respective rights and obligations of each with regard to the fund-raising, construction, use and maintenance of the Recreation Centre.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants, agreements, warranties, provisos and conditions hereinafter contained and provided for, the parties hereto agree as follows:

2.0 PROPORTIONATE SHARES

2.1 The Partners agree that their respective rights, benefits,

obligations and responsibilities with respect to the fund-raising, use and maintenance of the Complex shall be apportioned as follows:

|       |         |     |
|-------|---------|-----|
| 2.1.1 | Town    | 65% |
| 2.1.2 | RM      | 10% |
| 2.1.3 | Village | 25% |

(the "Partners' Shares" hereafter)

3.0 CAPITAL COST

3.1 The Partners acknowledge and agree that the monies available for construction of the Recreation Centre to date have consisted primarily of fund-raising efforts of the Town.

3.2 Additional funds shall be obtained by the Partners, in accordance with the Partners' Shares, as follows:

- 3.2.1 in obtaining grants from federal and provincial governments, where available for construction and/or maintenance of the Recreation Centre.
- 3.2.2 by obtaining funds through further private fund-raising
- 3.2.3 by any other means or method the Partners shall deem necessary or advisable from time to time and which are required by, or which shall not interfere with, any governmental grants and the like for the construction, use and maintenance of the Recreation Centre.

4.0 USE AND MANAGEMENT OF RECREATION CENTRE

4.1 The Joint Use Committee shall consist of three School Board members, two members from the Town of Regina Beach, and one member from either the Village of Buena Vista or the R.M. of Lumsden.

4.2 Once the Recreation Centre is available for use, each of the Partners shall be entitled to use of the Recreation Centre in proportion to the the Partners' Shares.

4.3 In the event that there is either a shortfall or surplus of funds from time to time for the operation, use, maintenance, repair, upkeep and management of the Recreation Centre, the Partners agree as

follows:

4.3.1 in the event of a shortfall, each of the Partners shall contribute immediately as and when required, in proportion to the Partners' Shares, such funds as are required to retire such shortfall;

4.3.2 in the event of a surplus of funds from time to time, the Partners waive any claim thereto and agree that such surplus funds shall be retained in a reserve fund for future requirements in operating, maintaining, upkeeping, repairing or expanding the Recreation Centre, as the Partners may from time to time determine (such reserve fund hereinafter referred to as the "Reserve Fund").

4.4 The Parties agree that their rights to use of the Recreation Centre and obligations with respect to maintenance, repair, upkeep and management thereof, shall commence on the day of the date that the Recreation Centre is substantially completed (as such term is defined by The Builders' Lien Act and the Recreation Centre is ready for use and operation the "Completion Date" hereafter).

5.0 INDEMNITY

5.1 The Partners agree that each shall be responsible for no more than the amount of each set forth in the Partners' Share, with respect to any claims, costs, damages, expenses, liability, whether in law or in equity, which all or any of such Partners may suffer or incur or be responsible for with respect to the Recreation Centre and each Partner agrees to indemnify and save harmless the other partners to the extent necessary to ensure that each partner is responsible or liable for no more of the same as that set forth and described herein as the Partners' Shares.

6.0 TERMINATION

6.1 This Agreement shall terminate automatically upon the expiration of five (5) years from the Completion Date.

6.2 Upon expiration of the five year term the partners hereby agree to enter into a subsequent joint use development and maintenance agreement.

7.0 GENERAL

7.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

7.2 Time shall be of the essence of this Agreement.

7.3 No modification or waiver of any of the terms of this Agreement shall be valid unless it be in writing and executed by all parties hereto with the same formalities as this Agreement.

7.4 The Parties agree to provide such further assurances and documents as may be required to give effect to the true purpose and intent of this Agreement.

7.5 In this Agreement, everything herein contained shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

8.0 SIGNATURE

8.1 IN WITNESS WHEREOF the Partners have hereunto affixed their respective corporate seals under the hands of the proper officers of each in that behalf, the day, month and year first above written.

THE TOWN OF REGINA BEACH

Per: *M. C. Mills*  
Mayor

Per: *Grace Peters*  
Administrator

THE RURAL MUNICIPALITY OF LUMSDEN NO. 189

Per: *K. R. Burby*  
Reeve

Per: *J. E. Spier*  
Administrator

THE VILLAGE OF BUENA VISTA

Per: *O. W. [Signature]*  
Mayor

Per: *Anna Fink*  
Clerk