

An Act to confirm a Certain Bylaw of The City of Prince Albert

being a Private Act

Chapter 99 of the *Statutes of Saskatchewan, 1967*
(effective April 1, 1967).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

1967
CHAPTER 99

An Act to confirm a Certain Bylaw of The City of Prince Albert

(Assented to April 1, 1967)

Preamble

WHEREAS on the 10th day of January, 1967, Bylaw No. 3 of 1967 was finally passed by the council of The City of Prince Albert, a copy of which bylaw forms Schedule A to this Act; and

Whereas the said bylaw provides that it shall come into force immediately after it is ratified by the Legislature of the Province of Saskatchewan, or at such other time as the said Legislature of Saskatchewan may designate; and

Whereas The City of Prince Albert has presented a petition to the Legislature of the Province of Saskatchewan praying for the ratification of the said Bylaw No. 3 of 1967; and

Whereas it is expedient to grant the prayer of the said petition:

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of Saskatchewan, enacts as follows:

Bylaw ratified

1 Bylaw No. 3 of 1967 of The City of Prince Albert, which was finally passed by the council of the said City on the 10th day of January, 1967, and which bylaw is set forth in Schedule A hereto is hereby validated, ratified and confirmed in all respects and The City of Prince Albert is hereby authorized to carry out the terms thereof and in particular the terms of the agreement entered into between The City of Prince Albert and the Prince Albert Curling Club Limited, which said agreement is marked as Schedule A to the said Bylaw No. 3 of 1967 of the said The City of Prince Albert.

1967, c.99, s.1.

SCHEDULE A

BYLAW NO. 3 OF 1967

A Bylaw with regard to a certain Agreement for the erection of a Curling Rink by the Prince Albert Curling Club Limited.

Whereas the Council of the City of Prince Albert deems it expedient to enter into an Agreement with the Prince Albert Curling Club Limited for erection and operation by the Club of a Curling Rink in the City of Prince Albert;

And whereas the question of the said Agreement has been submitted to the electors of the City of Prince Albert and duly approved by majority vote;

Now therefore the Council of the City of Prince Albert in open meeting assembled enacts as follows:

- 1 The Agreement which is attached to this Bylaw and is marked as Schedule "A" to this Bylaw, and forms a part hereof is hereby approved.
- 2 This bylaw is to come into force immediately after it is ratified by the Legislature of the Province of Saskatchewan, or at such other time as the said Legislature of Saskatchewan may designate.

Introduced and read a first time this 10th day of January, A.D., 1967. Read a Second time this 10th day of January, A.D., 1967. Read a third time and passed this 10th day of January, A.D., 1967.

[SEAL]

(Signed)

Allan Barsky, Mayor.

J.J. Murphy, City Clerk.

Bylaw No. 3 of 1967.

SCHEDULE "A" TO BYLAW NO. 3 OF 1967

Memorandum of Agreement made in duplicate this 10th day of January, A.D., 1967.

Between:

THE CITY OF PRINCE ALBERT, hereinafter called "The City", of the First Part

and

THE PRINCE ALBERT CURLING CLUB LIMITED, hereinafter called "The Club",

of the Second Part

Whereas The City operates on Parcel 20 in Section 48, Range 26, West of the 2nd Meridian, Plan A.K. 2420, a municipal golf course and requires better facilities in connection therewith;

And whereas the land on which the said municipal golf course is being operated stands in the name of Her Majesty the Queen in the right of the Province of Saskatchewan;

And whereas The Club is in need of facilities for its own purposes and it is deemed to the mutual advantage of the parties hereto to enter into the arrangements hereinafter set out;

Therefore this agreement witnesseth:

- 1 The City will take the necessary steps to obtain title to the following lands and premises, namely,

A portion of Parcel 20, in Section 48, Range 26, West of the 2nd Meridian, in the Province of Saskatchewan, according to a Plan of Record in the Land Titles Office for the Prince Albert Land Registration District as No. A.K. 2420, not exceeding 2 acres and if successful to transfer the said property to The Club subject to the conditions hereinafter set out.

- 2 In consideration of the aforesaid transfer The Club undertakes and agrees to erect on the said parcel of land a curling rink approximately 160 feet by 200 feet at a cost of approximately \$250,000.00.
- 3 The Club agrees to pay all the costs in connection with the construction of the said building and incidental with the construction in full out of its own resources and save The City harmless from any loss or damage resulting from the erection or operation of the said building.
- 4 After the said building is completed The Club will be obliged and it hereby undertakes and agrees to rent a portion of the said building consisting of the Pro Shop of sufficient size to accommodate the needs of the Pro on a year round basis, and to rent sufficient other space in the said building for cart storage, restroom, dressing room, accommodation for the golf players and to operate a lunchroom concession for golf players during the season, each year when The City's Municipal golf course will be in operation; the said premises are to be heated at the expense of The Club if necessary; in addition to the foregoing The Club agrees to provide The City with sufficient parking space for motor vehicles of the players attending the said municipal golf course during each season each year. The size and the location of the said space is to be mutually agreed upon and in case of dispute the City Council is to settle the said dispute and its decision will be binding on both parties.
- 5 The City agrees to pay to The Club rental for the space in the building and parking space set out in the next preceding paragraph hereof at \$5,000.00 per year by monthly instalments of one-twelfth of the said amount each month, the first payment is to be made on the first day of the month immediately following the month when The City is notified by The Club that the premises are ready for occupation and subsequent payments on the first day of each and every month following the said first payment.
- 6 The terms of the said rental or lease is to be twenty (20) years from the time when the building covered by this Agreement is completed and the portion to be rented to The City is ready for occupation by The city under the provisions of this Agreement. This lease may be renewed for a further term to be mutually agreed upon.
- 7 The club agrees to operate the said building only for curling and other recreational uses; it will also be at liberty to rent its portion of the building for banquets, bingo, concerts or any other similar activities; The Club covenants and agrees that it will not by itself use the said building or any portion thereof for commercial purposes such as auction rooms, furniture sale, or sale of any other commodities normally sold in stores or other market places in The City of Prince Albert and further that it will not permit any of its subtenants or other users of the building to carry on any of the said commercial enterprises.

- 8 The Club covenants and agrees on behalf of itself, its successors and assigns that if the property covered by this Agreement is sold, transferred or disposed of, the proceeds of the said sale will be held in trust for the purpose of erection of another recreational facility in the City of Prince Albert, in the Province of Saskatchewan; before the said fund is needed for the said purpose it shall be invested in securities approved by the Council of The City and that no portion thereof will be disbursed without the consent of The City Council first had and obtained. The covenant contained in this paragraph shall be deemed a covenant running with the land and binding on The Club and all successors in interest in perpetuity.
- 9 In consideration of the premises The City agrees to transfer the said portion of Parcel 20, in Section 48, Range 26, West of the 2nd Meridian, not exceeding -- 2 -- acres of land for a nominal consideration of One Dollar (\$1.00) for the purposes set out in this Agreement and for no other purpose. If The Club carries out all its obligations under this Agreement The City agrees to write off annually all the taxes on the building which shall be erected on the aforesaid land as well as on the land itself exceeding the sum of \$250.00 and to accept from The Club payment of \$250.00 annually in full payment and satisfaction of all taxes against the said land and the building to be erected thereon. Provided, however, that this privilege will extend only to The Club named herein and to a new company which The Club herein may incorporate under Section 10 of *The Companies Act* in force in the Province of Saskatchewan for the purpose of carrying out the objects of The club and which shall be under the control of The Club herein. This privilege shall extend for a period of twenty (20) years from the completion of the building under the provisions of this Agreement. After the expiration of the said twenty (20) year period The City may extend the said additional period on such terms as may be mutually agreed upon, or it may refuse further extension and collect taxes in normal manner. It is definitely understood and agreed that the privileges set out in this paragraph will not extend to any person, firm or corporation purchasing the said property from The Club or from the Company which The Club may incorporate under Section 10 of *The Companies Act* and that in case of such sale and transfer The City shall be at liberty to impose and collect taxes under the provisions of *The City Act* in full without any reduction whatsoever.
- 10 The Party of the First Part agrees to present to the Legislature of the Province of Saskatchewan a Petition for the ratification, confirmation and validation of this Agreement and it is agreed that this Agreement is not to be binding on either party hereto unless and until it is ratified, confirmed and validated by the said Legislature and it is subject to such changes as the said Legislature may deem necessary to make; it is also agreed that if the Party of the First Part cannot obtain title to Parcel 20 for nominal consideration it will be relieved from all the obligations set out in this Agreement and may declare this Agreement null and void for all intents and purposes in which event both parties will be in same position as if this Agreement had never been entered into.

In witness whereof the parties have hereunto affixed their corporate seals, attested by the hands of this proper officers in that behalf, the day and year first above written.

[SEAL]

CITY OF PRINCE ALBERT
Allan Barsky, Mayor.
J.J. Murphy, City Clerk.

[SEAL]

PRINCE ALBERT CURLING CLUB LIMITED
J.M. McDonald.
A.W. Bray, Sec.