

RURAL MUNICIPALITY OF EXCEL NO. 71

BYLAW NO. 5-2021

A BYLAW TO PROVIDE FOR THE CLOSING AND LEASING OF MUNICIPAL ROADS

The Council of the Rural Municipality of Excel No. 71, in the Province of Saskatchewan, enacts as follows:

The Municipality agrees to close and lease the municipal roads described as:

All alleyways within Blocks 1 and 2, Plan P1396, Readlyn, SK; 175 ft of 20 ft-wide alleyway, commencing at Lot 13 and ending at Lot 19, Block 3 Plan R3443, Readlyn, SK; and 175 ft of McCaig Street, south of Sharman Avenue, Readlyn, SK

on the terms and conditions set out in the agreement marked Exhibit "A", which is attached to and forms part of this bylaw.




Reeve


Administrator

Read a third time and adopted
this 10th day of December, 2021.


Administrator

CERTIFIED A TRUE COPY OF
BYLAW NO 5-2021, ADOPTED BY
RESOLUTION OF COUNCIL ON
DECEMBER 10, 2021.


Administrator



EXHIBIT "A"

LEASE OF MUNICIPAL ROADS

This agreement made in duplicate this 10th day of December, 2021

Between:

The Rural Municipality of Excel No. 71
Box 100 Viceroy, Saskatchewan S0H 4H0
("the Municipality")

and

Leslie and Ronna Thompson
Box 954 Assiniboia, Saskatchewan S0H 0B0
("the Lessee");

Whereas the municipal roads located at:

All alleyways within Blocks 1 and 2, Plan P1396, Readlyn, SK; 175 ft of 20 ft-wide alleyway, commencing at Lot 13 and ending at Lot 19, Block 3 Plan R3443, Readlyn, SK; and 175 ft of McCaig Street, south of Sharman Avenue, Readlyn, SK ("the Land"),

have been constructed and have not been maintained for use by the general public, or are no longer being used by the general public, for that purpose.

Whereas access to other lands is not eliminated by this agreement; and

Whereas the Lessee is desirous of using the Land for the purpose of grazing; and

Whereas the Municipality is prepared to lease the Land to the Lessee, on the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. The Municipality demises and leases to the Lessee and the Lessee rents from the Municipality, the Land, for a term of five years commencing on January 1st, 2022 and ending on December 31st, 2026 unless sooner terminated as hereinafter provided.
2. The Lessee covenants and agrees to:
 - a) pay an annual rent charge of \$1.00 during each and every year of the said term, payment of which shall be made on or before the 1st day of January in the year for which it is intended;
 - b) indemnify the Municipality and the Crown in right of Saskatchewan and save them harmless from any and all claims for compensation for death, bodily injury or damage to or loss of property (i) arising out of any occurrence in or about the Land, (ii) occasioned or caused wholly or in part by any act or omission of the Lessee or anyone for whom the Lessee is in law responsible or (iii) arising from any breach by the Lessee of any provision of this agreement;
 - c) allow the Municipality and the owners of any public or private utilities located on the Land, or persons authorized by them, to enter upon the Land for any purpose whatsoever and on the basis that they will not be liable for any damages that may

be occasioned by such entry or any operations carried out in connection therewith;

- d) not undertake any activities which may affect any public or private utility on the Land, whether above or below ground, without locating and protecting the same;
 - e) comply with any easement or right of way required for a public utility service that is provided as at the date of the signing of this agreement.
 - f) keep and maintain the Land in a good and husbandlike manner and in accordance with all applicable environmental laws and, without limiting the generality of the foregoing, (i) where, during the term of this agreement, the Lessee has, through its use or occupancy of the Land, caused or permitted a release of a contaminant at, from or to the Land, the Lessee shall immediately clean up such contaminant at the Lessee's expense and (ii) cause an environmental audit of the Land to be conducted by a third party acceptable to the Municipality at the Lessee's expense if, in the opinion of the Municipality, there is evidence of environmental contamination;
 - g) erect and maintain throughout the term of this agreement, at each end of the Land, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the road is closed;
 - h) not assign the Lessee's rights under this agreement without the prior written consent of the Municipality, the implied provision in section 13 of *The Landlord and Tenant Act*, R.S.S. 1978, c. L-6, being hereby expressly negated; and
 - i) use the Land solely for the purpose of grazing and not erect any buildings or structures on the Land.
3. The Lessee shall grant public access to the Land upon the Municipality providing the Lessee with 30 days written notice.
4. The Lessee may terminate this agreement on six month's written notice to the Municipality.
5. The Lessee shall not register an interest in the Land on the basis of the interest created under this agreement or arising from the exercise of any rights created by this agreement.

Dated at Viceroy, in the Province of Saskatchewan, this 10th day of December, 2021.



Rural Municipality of Excel No. 71
Municipality

Annal Montgomerie
Reeve

[Signature]
Administrator

[Signature]
Witness

[Signature]
Lessee

[Signature]

AFFIDAVIT OF EXECUTION

I, Ian McCann, of the Hamlet of Viceroy, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Leslie + Ronna Thompson named in the within agreement who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the Hamlet of Viceroy, in the Province of Saskatchewan, on the 22nd day of December, 20 21 and that I am the subscribing witness thereto.

3. THAT I know the said Leslie + Ronna Thompson and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Hamlet
of Viceroy, in the Province
of Saskatchewan, this 22nd day
of December, 20 21.


A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.
My commission expires: May 31, 2026
or Being a Solicitor.



Signature of Deponent