

RURAL MUNICIPALITY OF EXCEL NO. 71

BYLAW NO. 4-2024

**A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN AGREEMENT
TO LEASE PROPERTY**

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

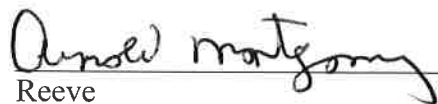
1. In this bylaw, the following definitions apply:
 - a) “Administrator” means the administrator of the municipality;
 - b) “Council” means the council of the municipality;
 - c) “Municipality” means the Rural Municipality of Excel No. 71; and
 - d) “Reeve” means the reeve of the municipality.
2. The Rural Municipality of Excel No. 71 is hereby authorized to enter into an agreement with Ian McCann for the purpose of leasing property.
3. The agreement is attached hereto and forms part of this bylaw, and is identified as “Exhibit A”.
4. The reeve and the administrator are hereby authorized to sign and execute the agreement amendment as described in Exhibit A.

Read a first time the 11th day of June, 2024.

Read a second time the 11th day of June, 2024.

Read a third time and adopted this 9th day of July, 2024.




Reeve


Administrator

CERTIFIED A TRUE COPY OF
BYLAW NO. 4-2024, ADOPTED BY
RESOLUTION OF COUNCIL ON
JULY 9, 2024.


Reeve

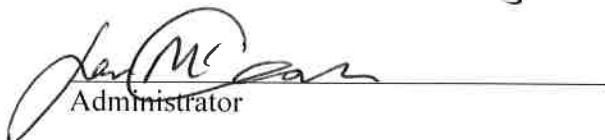

Administrator



EXHIBIT A

LEASE OF A MUNICIPAL HAMLET LOT

This agreement made this 9th day of July, 2024.

Between:

The RURAL MUNICIPALITY OF EXCEL No. 71
("the Lessor")

and

Ian McCann
of Box 11, Viceroy, SK. S0H 4H0
("the Lessee")

The Rural Municipality of Excel No. 71, the Lessor, hereby agrees to let, and the Lessee hereby agrees to take for a term of 20 years commencing on July 9, 2024 and ending on July 8, 2044, unless sooner terminated as hereinafter provided, all the parcels of land described as follows:

Parcel G Plan EX106 Ext 1, Viceroy, SK
Lots 1-7 & 9-10, Block 10 Plan EX106, Viceroy, SK

The Lessee covenants and agrees to:

- a) pay an annual rent charge of \$25 for each year of the said term, payment of which shall be made at the time of entering into the agreement or annually on the anniversary date;
- b) the Lessee shall not, without consent of the Lessor, assign, transfer or sublet the listed premises or any portion thereof;
- c) keep and maintain the Land in a good and well-groomed manner and in accordance with all applicable environmental laws and, without limiting the generality of the foregoing, where during the term of this agreement, the Lessee has, through its use or occupancy of the Land,
 - (i) 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 Lessor at the Lessee's expense if, in the opinion of the Lessor, there is evidence of environmental contamination;
- d) the property shall be reverted back to its original state and left in a clean condition at the expiration of the lease;
- e) not erect or place any buildings, structures or machinery on the Land;
- f) allow the Lessor and public or private utilities to enter upon the Land for any purpose and to comply with any easement or right of way required for a public utility service located on the Land;
- g) use the Land solely for the purpose of grazing, to a maximum of 147 animal units.

The Lessor reserves the right to cancel the lease upon 30 days written notice to the Lessee.

The Lessee reserves the right to cancel the lease upon 30 days written notice to the Lessor.

Dated at Viceroy, in the Province of Saskatchewan,
this 9th day of July, 2024.



RURAL MUNICIPALITY OF EXCEL No. 71

[Signature]
Reeve

[Signature]
Administrator

[Signature]
Witness

[Signature]
Lessee