

RURAL MUNICIPALITY OF MONTROSE NO. 315

BYLAW 2015-02

A BYLAW TO PROVIDE FOR THE CLOSING AND LEASING OF A MUNICIPAL ROAD OR STREET

The Council of the Rural Municipality of Montrose No. 315, (the Municipality) in the Province of Saskatchewan enacts as follows:

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

West of 31-33-07-W3.

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



Murray Purcell
Reeve

[Signature]

Administrator
Section 13 of *The Municipalities Act*

Read a third time and adopted
this 9 day of Apr., 2015.

Certified a true copy of Bylaw No. 2015-02
adopted by resolution of council in the
9 day of Apr., 2015

[Signature]
Reeve/Administrator



EXHIBIT 'A'

LEASE OF A MUNICIPAL ROAD OR STREET

This Agreement made in duplicate this 30th day of September, 2022.

BETWEEN The RM of Montrose #315
 of Donavon, Saskatchewan
 (the municipality)

AND

Dennis Voth
of Vanscoy, Saskatchewan
(the Lessee);

Whereas the municipal road/street located West of 31-33-07 W3;

Is in the opinion of the Municipality as road is no longer needed for use by the traveling public.

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 restricting travel due to vandalism and littering; 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 (5) years commencing on October 1, 2022 and ending on September 30, 2027 unless sooner terminated as hereinafter provided.
2. The Lessee covenants and agrees to:
 - (a) pay an annual rent charge of \$50.00 during each and every year of the said term, payment of which shall be made on or before the 1st day of October 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 who 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 the 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 husband like 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 or street 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. 978, c. L-6, being hereby expressly negative; and
 - (i) use the Land solely for the purpose of accessibility and not erect any buildings or structures on the Land.
3. Notwithstanding that this agreement is for a term certain of Five (5) years, it may be terminated by the Municipality on six month's written notice to the Lessee if the Municipality considers it necessary to provide public access to the Land.

AND

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 the 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 Donavon, in the Province of Saskatchewan, this 30th day of September, 2022.



RM of Montrose #315

Lessee

Administrator

Lessee

Witness

EXHIBIT 'A'

LEASE OF A MUNICIPAL ROAD OR STREET

This Agreement made in duplicate this 14th day of September, 2017.

BETWEEN The RM of Montrose #315
 of Donavon, Saskatchewan
 (the municipality)

AND

Dennis Voth
of Vanscoy, Saskatchewan
(the Lessee);

Whereas the municipal road/street located West of 31-33-07 W3;

Is in the opinion of the Municipality as road is no longer needed for use by the traveling public.

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 restricting travel due to vandalism and littering; 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 (5) years commencing on October 1, 2017 and ending on September 30, 2022 unless sooner terminated as hereinafter provided.
2. The Lessee covenants and agrees to:
 - (a) pay an annual rent charge of \$50.00 during each and every year of the said term, payment of which shall be made on or before the 1st day of October 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 who the Lessee is in law responsible or (iii) arising from any breach by the Lessee of any provision of this agreement.

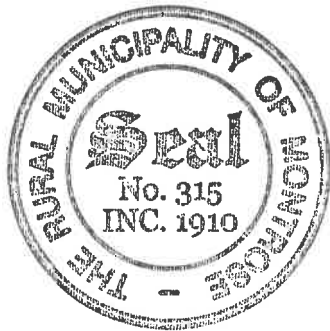
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 - (d) not undertake any activities which may effect and public or private utility on the Land, whether above or below the ground, without locating and protecting the same;
 - (e) comply with any easement or right of way required for a public utility service that is provided as at the date of the signing of this agreement;
 - (f) keep and maintain the Land in a good and husband like manner and in accordance with all applicable environmental laws and, without limiting the generality if 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;
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Dated at Donavon, in the Province of Saskatchewan, this 14th day of September, 2017.



RM of Montrose #315

Murray Purcell

Reeve

Administrator

Dennis W. D.

Lessee

Witness