

**ROAD CLOSING AND LEASING**

**RURAL MUNICIPALITY OF MONTROSE NO. 315**

**BYLAW NO 2019-11**

**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 in the Province of Saskatchewan, enacts as follows:

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

South of TWP Road 340 and along the West side of NE 31-33-07 W3rd;

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



*Murray Purcell*

Reeve

\_\_\_\_\_  
Administrator

Read a third time and adopted  
this 10 day of October 2019

\_\_\_\_\_  
Administrator

Certified True Copy of Bylaw 2019-11  
Read a third time and adopted  
this 10 day of October 2019

\_\_\_\_\_  
Administrator



**EXHIBIT "A"**

**LEASE OF A MUNICIPAL ROAD OR STREET**

This agreement made this 10<sup>th</sup> day of October 2019.

Between:

The Rural Municipality of Montrose No. 315

and

Dennis Voth of Vanscoy, Saskatchewan;

Whereas the municipal road/street located South of TWP Road 340 and along the West side of NE 31-33-07 W4rd is constructed and not being maintained for use by the general public as it leads to private property;

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 accessing their private property; 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 10, 2019 and ending on October 10, 2024 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 1<sup>st</sup> 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 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 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. 1978, c. L-6, being hereby expressly negative; and
- i) use the Land solely for the purpose of accessing their private property 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/OR -

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.

CANADA )  
PROVINCE OF SASKATCHEWAN )  
TO WIT: )

**AFFIDAVIT OF EXECUTION**

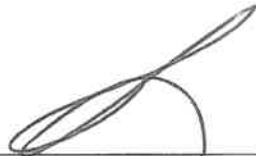
I, Desire Bourier, of the Hamlet of Doxavon, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Dennis Vath 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 Doxavon, in the Province of Saskatchewan, on the 10 day of October, 2019 and that I am the subscribing witness thereto.
3. THAT I know the said Dennis Vath and he/~~she~~ is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Hamlet )  
of Doxavon, in the Province )  
of Saskatchewan, this 10<sup>th</sup> day )  
of October, 2019. )

Steneq )  
A COMMISSIONER FOR OATHS in and )  
for the Province of Saskatchewan. )  
My commission expires:

September 30, 2023



Dated at Donavon in the Province of Saskatchewan, this 10<sup>th</sup> day of October 2019.



Rural Municipality of Montrose No. 315

*Murray Purcell*  
\_\_\_\_\_  
Reeve

*[Signature]*  
\_\_\_\_\_  
Administrator

*[Signature]*  
\_\_\_\_\_  
Witness

*Dennis W. Wood*  
\_\_\_\_\_  
Lessee