

Rural Municipality of Loreburn No. 254

Bylaw No. 01/2020

A BYLAW TO PROVIDE FOR THE CLOSING AND LEASING OF AN UNDEVELOPED ROAD ALLOWANCE.

The Council of the Rural Municipality of Loreburn No. 254 in the Province of Saskatchewan, enacts as follows:

The Rural Municipality of Loreburn No. 254, agrees to close and lease the undeveloped roadway described as:

West of Section 11 Township 28 Range 4 West of the Third Meridian.

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

Bylaw 07/2014 is hereby repealed.



Gary Bock

Reeve

Atastad
Administrator

Read a third time and adopted
This 12th day of Feb, 2020.

"Certified to be a true copy of Bylaw No. 01/20 adopted by
the council of the Rural Municipality of Loreburn No. 254
on the 12th day of Feb., 2020."



Atastad
Administrator

Entered to on a copy of below of _____ advised by
the Council of the Trust (the Trust) to London No. 524
on the _____ day of _____, 19____.

(SEAL)

Administrator

EXHIBIT "A"

LEASE OF A MUNICIPAL ROAD OR STREET

This agreement made this 7th day of January, 2020

Between:

The Rural Municipality of Loreburn No. 254

and

Neal & Denise Sanderson

of Kenaston, SK

Whereas the municipal road/street located at

West of Section 11 Township 28 Range 4 West of the Third Meridian

- a) Has never been constructed; or
- b) Has been constructed and has not been maintained for use by the general public, or is no longer being used by the general public, for other purpose; or
- c) Has been constructed and maintained but consists only of those parts of the street or road that are not the roadway itself; or
- d) Is in the opinion of the Municipality a street or road that is no longer needed for use of 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 grazing; and

Where 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 **February 12, 2020** and ending on **February 12, 2025** unless sooner terminated as hereinafter provided.
2. The Lessee covenants and agrees to:
 - a. pay an annual rent 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 **December** 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 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) 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;

n. 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

l. use the Land solely for the purpose of grazing 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.

Dated at Loreburn in the Province of Saskatchewan, this
7 day of January 2020

Rural Municipality of Loreburn No. 254



Larry Book
Reeve

H. Tasted
Administrator

Quindley
Witness

Neil Anderson
Lessee

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFADAVIT OF EXECUTION

I, Janell Hundebly, of the Village of Elbow, in the province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Neal Sanderson 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 Village of Loreburn, in the Province of Saskatchewan, on 7 day of January, 2020 and that I am subscribing witness thereto.
3. THAT I know the said Neal Sanderson and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Village)
Of Loreburn, in the Province of)
Saskatchewan, this 7 day)
of January, 2020)

Hundebly

Hastad

A COMMISSIONER FOR OATHS in and
For the Province of Saskatchewan.

My commission expires:

Mar 31/2024

EXHIBIT "B"

LEASE OF A MUNICIPAL ROAD OR STREET

This agreement made this 4th day of Feb. , 2020

Between:

The Rural Municipality of Loreburn No. 254

and

Cory Chomyshen

of Kenaston, SK

Whereas the municipal road/street located at

West of Section 11 Township 28 Range 4 West of the Third Meridian

- a) Has never been constructed; or
- b) Has been constructed and has not been maintained for use by the general public, or is no longer being used by the general public, for other purpose; or
- c) Has been constructed and maintained but consists only of those parts of the street or road that are not the roadway itself; or
- d) Is in the opinion of the Municipality a street or road that is no longer needed for use of 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 grazing; and

Where 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 **February 12, 2020** and ending on **February 12, 2025** unless sooner terminated as hereinafter provided.
2. The Lessee covenants and agrees to:
 - a. pay an annual rent 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 **December** 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 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) 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;

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFADAVIT OF EXECUTION

I, Janell Hurdaby of the Village of Elbow in the province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Cory Chomyshen 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 Village of Loreburn, in the Province of Saskatchewan, on 4th day of February, 2020 and that I am subscribing witness thereto.
3. THAT I know the said Cory Chomyshen and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Village)
Of Loreburn, in the Province of)
Saskatchewan, this 4th day)
of February, 2020.)

Janell Hurdaby

Attested

A COMMISSIONER FOR OATHS in and
For the Province of Saskatchewan.

My commission expires:

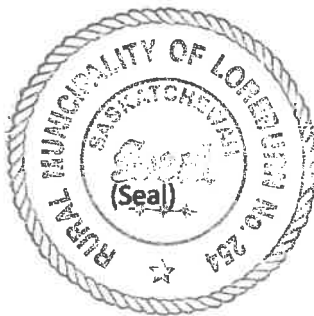
Mar 31/24

- 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 grazing 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.

Dated at Loreburn, in the Province of Saskatchewan, this
4th day of February, 2020.



Rural Municipality of Loreburn No. 254

Larry Book
Reeve

Attestad
Administrator

Hendelby
Witness

Cory Chapman
Lessee