

BYLAW 2023-02

Rural Municipality of Lajord No. 128

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

The Council of the Rural Municipality of Lajord No. 128, in the Province of Saskatchewan, enacts as follows:

The Municipality agrees to close and lease the municipal road described as the north south back alley located in Block 2 in the Hamlet of Riceton as per the map below:



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



Certified a true copy of Bylaw 2023-02 adopted by resolution on the 10th day of October, 2023.

Originally Signed By _____
Armond Gervais, Reeve

Originally Signed By _____
Lynette Herauf, Chief Administrative Officer

EXHIBIT "A"

LEASE OF A MUNICIPAL ROAD OR STREET

This agreement made this _____ day of _____, _____

Between:

The Rural Municipality of Lajord No. 128
("the Municipality")

and

Paul and Gayle Brown
83 Hodges Cres
Regina, SK S4N 4R2
("the Lessee");

Whereas the municipal back alley located as the north south back alley located in Block 2 of the Hamlet of Riceton ("the Land"), is in the opinion of the Municipality a street or road that 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 a driveway; 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 100 years commencing on October 10, 2023 and ending on October 10, 2123 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 31st 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 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 neat 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 negated; and
 - i) use the Land solely for the purpose of a driveway and not erect any buildings or structures on the Land.
3. Notwithstanding that this agreement is for a term certain of 100 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.
 4. The Lessee shall grant public access to the Land upon the Municipality providing the Lessee with 30 days written notice.
 5. The Lessee may terminate this agreement on six month's written notice to the Municipality.

6. 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 _____, in the Province of Saskatchewan, this _____ day of _____, 20____.

Rural Municipality of Lajord No. 128
(Municipality)

Armond Gervais, Reeve

(Seal)

Lynette Herauf, Chief Administrative Officer

Witness

Lessee

Witness

Lessee

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, _____, of the _____ of _____, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see _____ 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 _____ of _____, in the Province of Saskatchewan, on the _____ day of _____, 20____ and that I am the subscribing witness thereto.
3. THAT I know the said _____ and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the _____)
of _____, in the Province)
of Saskatchewan, this _____ day)
of _____, 20____.)
)
)
_____)

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

EXHIBIT "B"

LEASE OF A MUNICIPAL ROAD OR STREET

This agreement made this _____ day of _____, _____

Between:

The Rural Municipality of Lajord No. 128
("the Municipality")

and

Henry Redekop
RR #3, Box 13
Station Main
Regina, SK S4P 2Z3
("the Lessee");

Whereas the municipal back alley located as the north south back alley located in Block 2 of the Hamlet of Riceton ("the Land"), is in the opinion of the Municipality a street or road that 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 a driveway; 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:

3. The Municipality demises and leases to the Lessee and the Lessee rents from the Municipality, the Land, for a term of 100 years commencing on October 10, 2023 and ending on October 10, 2123 unless sooner terminated as hereinafter provided.
4. 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 31st 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 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 neat 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 negated; and
 - i) use the Land solely for the purpose of a driveway and not erect any buildings or structures on the Land.
4. Notwithstanding that this agreement is for a term certain of 100 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.
4. The Lessee shall grant public access to the Land upon the Municipality providing the Lessee with 30 days written notice.
7. The Lessee may terminate this agreement on six month's written notice to the Municipality.

8. 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 _____, in the Province of Saskatchewan, this _____ day of _____, 20____.

Rural Municipality of Lajord No. 128
(Municipality)

Armond Gervais, Reeve

(Seal)

Lynette Herauf, Chief Administrative Officer

Witness

Lessee

Witness

Lessee

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, _____, of the _____ of _____, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see _____ 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 _____ of _____, in the Province of Saskatchewan, on the _____ day of _____, 20____ and that I am the subscribing witness thereto.
3. THAT I know the said _____ and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the _____)
of _____, in the Province)
of Saskatchewan, this _____ day)
of _____, 20____.)
)
)
_____)

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