

**BYLAW NO. 02/22**

**RURAL MUNICIPALITY OF LAKEVIEW NO. 337**

**A BYLAW TO PROVIDE FOR THE CLOSING AND LEASING OF A MUNICIPAL ROAD ALLOWANCE**

The Council of the Rural Municipality of Lakeview No. 337, in the Province of Saskatchewan, enacts as follows:

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

West of Section 17-35-15-W2 and West of SW-2035-15-W2

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

2. Bylaw 03/09 is hereby repealed

(seal)

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Reeve

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Administrator

Sections 13 & 15 of *The Municipalities Act*

Read a third time and adopted  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EXHIBIT “A”**

**AGREEMENT TO CLOSE AND LEASE ALL OR PART OF  
A MUNICIPAL ROAD ALLOWANCE**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Between:

The Rural Municipality of Lakeview No. 337  
(the “Municipality”)

And

Barry Closson of Quill Lake, Saskatchewan  
(the “Lessee”)

Whereas the municipal road allowance located at:

West of Section 17-35-15-W2 and West of SW-2035-15-W2 (the “Land”)

Is in the opinion of the Municipality a road allowance that is undeveloped and not needed for use by the travelling public; and

Whereas access to other lands is not eliminated by this agreement; and

Whereas the Lessee is desirous of using the road allowance for the purpose of grazing; and

Whereas the Municipality is prepared to close and lease the same to the Lessee, pursuant to section 13 *The Municipalities Act*, and subject to the terms and conditions hereinafter set forth;

Now therefore 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 10 years commencing on June 1, 2022 and ending December 31, 2032 unless sooner terminated as hereinafter provided.
2. The Lessee covenants and agrees to:
  - a) Pay an annual rent charge of \$60.00 during each and every year of the said term, payment of which shall be made on or before the 15<sup>th</sup> of April in the year for which it is intended.
  - b) Indemnify the Municipality and the Crown in the right of Saskatchewan and save them harmless from any and all claims for compensation for death, bodily injury or damage to or loss (i) arising out of an 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 good and husbandlike manner and is 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 allowance is closed;
- h) Not assign the Lessee's right under this agreement without prior written permission 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 negatived; 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 of 10 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

The Lessee shall grant public access to the Land upon the Municipality providing the Less 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.
- 6. The Lease shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
- 7. The Lessee agrees to accept the road allowance in its present condition. The Lessee agrees to save harmless and keep indemnified the Municipality and the Crown in right of Saskatchewan or either of them from and against any future expenses, damages, claims, demands or judgments concerning this road allowance.

Dated at \_\_\_\_\_, in the Province of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Rural Municipality of Lakeview No. 337

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Barry Closson

C A N A D A )  
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 Barry Closson 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 Town of Wadena, in the Province of Saskatchewan, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and that I am the subscribing witness thereto.

3. THAT I know the said Barry Closson and he 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:

\_\_\_\_\_  
Witness

C A N A D A )  
PROVINCE OF SASKATCHEWAN )  
TO WIT: )