

Rural Municipality of Britannia No. 502

BYLAW NO. 19 - 2022

A BYLAW TO PROVIDE FOR THE CLOSING AND LEASING OF A CERTAIN
ROAD TO SANDY BEACH REGIONAL PARK

The council for the Rural Municipality of Britannia No. 502 in the Province of Saskatchewan enacts as follows:

Lease Agreement

1. The Council of the Rural Municipality of Britannia No. 502 agrees to enter into the Agreement annexed hereto as "Appendix A" to lease the following road allowance to Sandy Beach Regional Park:
 - Approximately 62 meters of road plan 01B14407 West of Lot 4-Blk/Par 1-Plan 01B14407 Ext 0 and 452 meters east of Lot 3-Blk/Par 3-Plan 102294963 Ext 0.

Diagram of Area to be Leased

2. The areas to be leased is shown on the diagram attached hereto and labelled as "Appendix B"

Coming Into Force

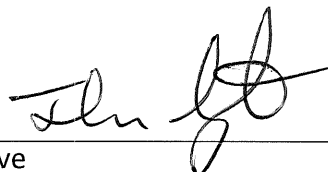
3. This Bylaw and its appendices shall come into force on the day of final passing.

Read a first time September 28, 2022

Read a second time October 26, 2022

Read a third time and adopted October 26, 2022





Reeve



Chief Administrator Officer

The Rural Municipality of Britannia No. 502
Land Lease Agreement
Appendix A to Bylaw 19-2022

This Agreement made in duplicate this 15 day of December, 2022

BETWEEN: The Rural Municipality of Britannia No. 502
Hereinafter called "*the Municipality*"

OF THE FIRST PART

AND -

Sandy Beach Regional Park
P.O Box 2275
Lloydminster, SK
S9V 1S6
hereinafter called "*the Lessee*"

OF THE SECOND PART

WHEREAS the Municipality agrees to lease to the said Lessee, subject to the terms and conditions hereinafter set forth, the following roads:

- Approximately 62 meters of road plan 01B14407 West of Lot 4-Blk/Par 1-Plan 01B14407 Ext 0 and 452 meters east of Lot 3-Blk/Par 3-Plan 102294963 Ext 0.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:


1. In consideration of the premises and of the rents, covenants and agreements herein reserved and contained on the part of the Lessees for a term of 5 years to be computed from November 1, 2022 and from thence for the next ensuing and fully to be complete and ended on September 30, 2022 unless sooner terminated in the manner hereinafter provided.
2. The lessees covenant and agree with the Municipality to:
 - a) Pay the Municipality a rental fee of \$15.00 at the time of the signing of the lease document and recognizes that the \$15.00 rental fee is comprised of and based upon a \$10.00 administration fee and a rental amount of \$1.00 for each year of the five-year term of the Agreement.
 - b) Pay the Municipality for the actual costs of advertising, which may be carried out in order to provide notice of the intent of Council to close and lease the said road allowances.
 - c) Keep indemnified and save harmless the municipality against all claims of every nature whatsoever for damages arising out of leasing of the said highway to the lessees, or out of their use of same, including all costs incurred in defending any action which may be brought against the municipality with respect to any such claim;
 - d) Take such measures as the Council may from time to time in writing direct for the control and elimination of the said highway of noxious weeds as defined in the *Noxious Weeds Act*;
 - e) That they will not assign this lease or sublet any portion of the said highway, the implied provision contained in Section 13 of *The Landlord and Tenants Act* being hereby expressly negated;
 - f) That the Lessees further covenant that they will use the said portion of the highway only for the purpose of grazing and cultivations;
 - g) Notwithstanding that this lease extends for a term certain of five years it may be terminated at any time by either party giving to the other not less than one year's prior notice in writing of such termination.

The Rural Municipality of Britannia No. 502
Land Lease Agreement
Appendix A to Bylaw 19-2022

3. The lease of the road allowance must not eliminate access to the land, and the lease is subject to any easement or right of way required for a public utility service that was provided as at the date on which the lease was entered into
4. Should the road allowance be required at any time for general public use the municipality shall notify the lessee 30 days prior to the road allowance being opened.
5. In the event that Lot 4 Block 4 Plan 1B14407, Surface Parcel 130583314 changes ownership, this agreement will be terminated immediately.
6. In the event that the road is opened up for general public use, the lessee and any adjacent landowner shall be responsible for any fencing necessary for the use and the Municipality will not:
 - i) Pay to move a fence from the existing right of way
 - ii) Pay for the construction of a new fence where no fence currently exists
7. Provision for re-entry by the Municipality on non-payment of rent or non-performance of any of the covenants on the part of the Lessees herein contained and to be performed by them.

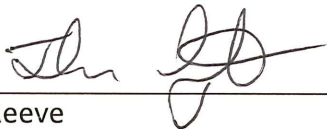
Signed in the presence of:


Witness


Lessee

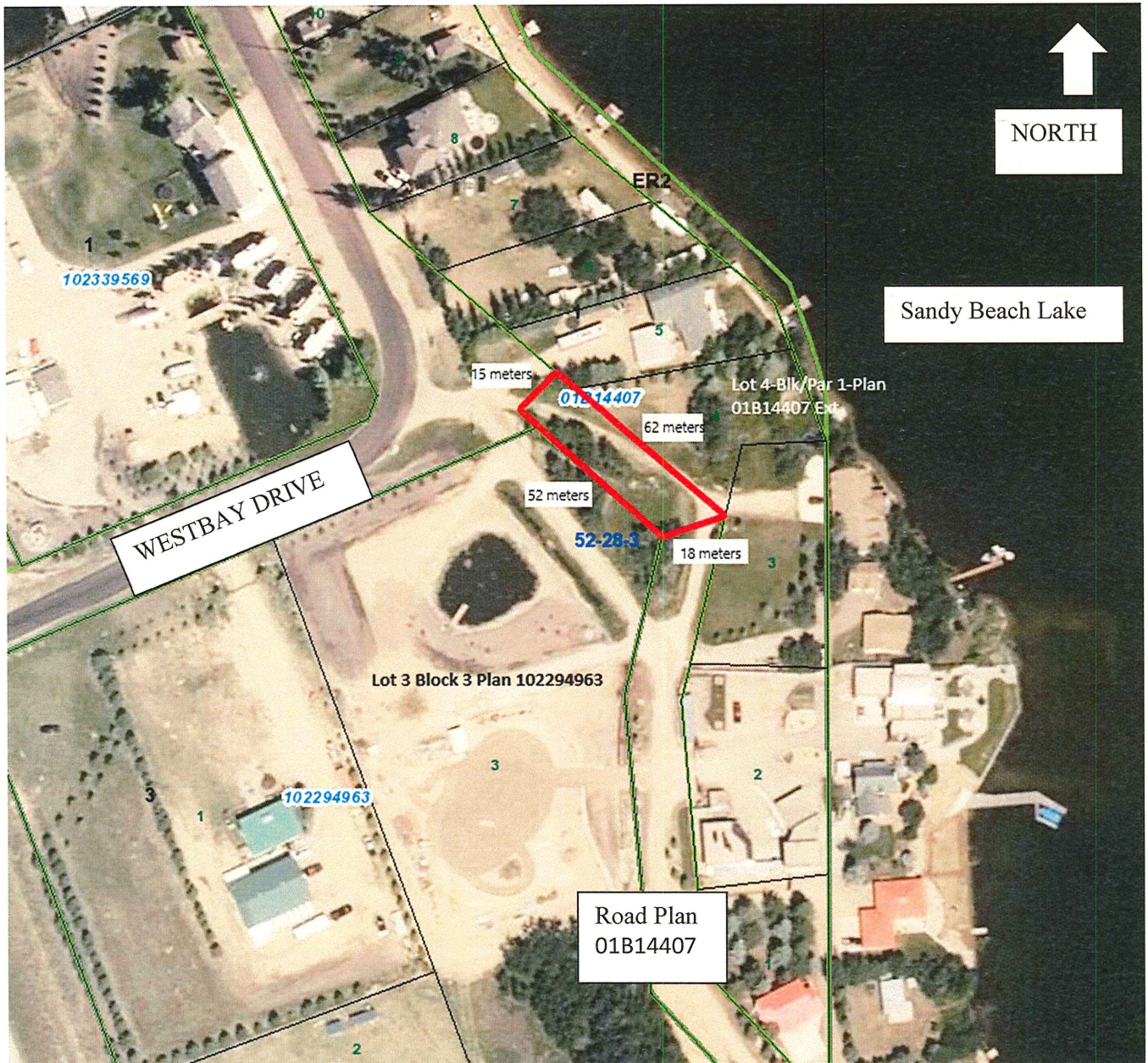
The Rural Municipality of Britannia No. 502




Reeve


Chief Administrative Officer

The Rural Municipality of Britannia No. 502
Land Lease Agreement
Appendix B to Bylaw 19-2022



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