

**Rural Municipality of Britannia No. 502**

**BYLAW NO. 25 - 2018**

**A BYLAW TO PROVIDE FOR THE CLOSING AND LEASING OF  
CERTAIN ROADS TO SPRUCE GULLY HOLDINGS LTD.  
(FRED HALL)**

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 allowances to Spruce Gully Holdings Ltd. (Fred Hall):
  - The portion of the road allowance East of and adjacent to SE ¼ Section 16, Township 50, Range 26, West of the Third Meridian on Range Road 3263; and
  - The portion of the road allowance West of and adjacent to NW ¼ Section 15, Township 50, Range 26, West of the Third Meridian on Range Road 3263

**Diagram of Area to be Leased**

2. The area 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, October 23, 2018

Read a second time, November 28, 2018

Read a third time and adopted November 28, 2018

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Reeve

SEAL

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Administrator

**The Rural Municipality of Britannia No. 502**  
**Land Lease Agreement**  
**Appendix A to Bylaw 25-2018**

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

OF THE FIRST PART

- AND -

Spruce Gully Holdings Ltd. (Fred Hall) of P.O. Box 843,  
Lloydminster, SK S9V 1C2  
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:

- The portion of the road allowance East of and adjacent to SE ¼ Section 16, Township 50, Range 26, West of the Third Meridian on Range Road 3263; and
- The portion of the road allowance West of and adjacent to NW ¼ Section 15, Township 50, Range 26, West of the Third Meridian on Range Road 3263

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 28, 2018 and from thence for the next ensuing and fully to be complete and ended on November 27, 2023, 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;

**The Rural Municipality of Britannia No. 502**  
**Land Lease Agreement**  
**Appendix A to Bylaw 25-2018**

- 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.
  
- 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 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
  
- 6. 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 him.

Signed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lessee

The Rural Municipality of Britannia No. 502

[ S E A L ]

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator