

TOWN OF PENSE

BYLAW NO 4/2022

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

The Council of the Town of Pense, (the Municipality) in the Province of Saskatchewan,
enacts as follows:

The Municipality agrees to close and lease the municipal road or street described
as indicated on Exhibit "B" attached

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

(seal)

Mayor

Administrator

Read a third time and adopted
this ____ day of _____

Administrator

EXHIBIT "A"

LEASE OF A MUNICIPAL ROAD OR STREET

This agreement made this _____ day of _____, _____

Between:

The Town of Pense
("the Municipality")

and

R.M.of Pense #160,

of 324 Elder Street Pense, SK ,
("the Lessee");

Whereas the municipal road or street located at
as indicated on Exhibit "B" ("the Land"), has never been constructed,

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 municipal shop yard; 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 20 years commencing on January 1, 2023 and ending on December 31, 2043 unless sooner terminated as hereinafter provided.

2. The Lessee covenants and agrees to:

- a) pay an annual rent charge of \$25.00 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 husbandlike 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 negatived; and

- i) use the Land solely for the purpose of a municipal shop yard and not erect any buildings or structures on the Land.

3. Notwithstanding that this agreement is for a term certain of 20 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 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 _____, in the Province of Saskatchewan, this _____ day of _____, 20____.

TOWN OF PENSE _____
Municipality

Mayor

Administrator

(Seal)

Witness

Lessee

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 _____ 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.

NOTE: This form should be used when agreements are entered into with individuals or non-corporate bodies. The signing of the agreement by these parties would be witnessed, and the witness should sign this affidavit in the presence of a Commissioner for Oaths. This affidavit should be retained with the agreement.