



RM of Torch River

BYLAW NO 07-2017

A BYLAW TO PROVIDE FOR THE CLOSING AND LEASING OF A MUNICIPAL ROAD
Section 13 The Municipalities Act

The Council of the Rural Municipality of Torch River No. 488 in the Province of Saskatchewan enacts as follows:

Interpretation:

1. In this bylaw:
"Administrator" shall mean the administrator of the municipality;
"Council" shall mean the council of the municipality;
"Municipality" shall mean the Rural Municipality of Torch River No. 488;

Provisions:

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

approximately 263 meters north of the unused road allowance along the west side of the NW 30-53-17 W2

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

Introduced and read a first time this 8th day of December, 2017

Read a second time this ____ day of _____, _____

Read a third time and passed this __ day of _____, __

[SEAL]

Reeve

Administrator

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EXHIBIT "A"

LEASE OF A MUNICIPAL ROAD ALLOWANCE

This agreement made this _____ day of _____, _____.

Between:

The Rural Municipality of Torch River No. 488
("the Municipality")

And

Kirk Marvin Nilson & Tammy Karmella Nilson, of Choiceland, Saskatchewan
("the Purchaser")

Whereas the municipal road allowance located approximately 263 meters on the northwest side of NW 30-53-17 W2 ("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 an irrigation system; and

Where 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 50 years commencing on January 01, 2018 and ending on December 31, 2068 unless sooner terminated as hereinafter provided.
2. The Lessee covenants and agrees to:
 - a) 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;
 - b) 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;
 - c) 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;
 - d) 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.
 - e) 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

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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;

- f) 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;
 - g) 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
 - h) use the Land solely for the purpose of a pipes (above ground) and a building for an irrigation pumping station and not erect other structures on the Land.
3. Notwithstanding that this agreement is for a term certain of 50 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 White Fox, in the Province of Saskatchewan,

this _____ day of _____, 20 ____.

Rural Municipality of Torch River No. 488

Reeve

Administrator

(SEAL)

Witness

Purchaser

Purchaser



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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 Kirk Marvin Nilson 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 Kirk Marvin Nilson 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:
or Being a Solicitor.

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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 Tammy Karmella Nilson 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 Tammy Karmella Nilson and 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.



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EXHIBIT "B"

