



RM OF MARTIN NO 122

BYLAW NO. 233/20

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

The Council of the Rural Municipality of Martin No 122 in the Province of Saskatchewan, enacts as follows:

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

**Range Road 2010.18 to Range Road 2010.19
(West of Section 32 Township 15 Range 33 West of the First Meridian)**

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



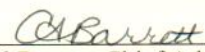


Gerald Flaman - Reeve



Cheryl Barrett – Chief Administrative Officer

Read a third time and adopted
this 14 day of October, 2020



Cheryl Barrett, Chief Administrative Officer



RM OF MARTIN NO 122

EXHIBIT "A"
LEASE OF A MUNICIPAL ROAD

This Agreement made this 22 day of October, 2020

Between:

The Rural Municipality of Martin No 122
("the Municipality")

And

Adam and Darla Knutson of Wapella Saskatchewan
("the Lessee")

Whereas the municipal road located at

Range Road 2010.18 to Range Road 2010.19
(West of Section 32 Township 15 Range 33 West of the First Meridian) ("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 raising cattle; 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 **33 years** commencing on **November 01, 2020** and ending on **November 01, 2053** unless sooner terminated as hereinafter provided.

2. The Lessee covenants and agrees to:

- a) pay the Municipality an annual lease fee of **\$120.00 plus GST** (12 acres x \$10/acre) per year during the first five (5) years, payment of which shall be made on or before the 1st day of the year for which it is intended. The lease is reviewable every five (5) years, on or before November 1st, at which time the lease annual fee may be adjusted. The Lessee will be advised in writing of the lease fee.

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- 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 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 the 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 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 negated; and
- i) use the Land solely for the purpose of raising cattle and not erect any buildings or structures on the Land.

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3. Notwithstanding that this Agreement is for a term certain of 33 years, it may terminated by the Municipality on six (6) month's written notice to the Lessee if the Municipality considers it necessary to provide public access to the Land.

- AND / OR -

3. The Lessee shall grant public access to the Land upon the Municipality providing the Lessee with 30 days written notice.

4. The Lessee may terminate this Agreement on six (6) 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 Moosomin, in the Province of Saskatchewan, this 22nd
day of October, 2020.

RURAL MUNICIPALITY OF MARTIN #122



[Signature]
Reeve

[Signature]
Chief Administrative Officer

[Signature]
Witness

[Signature]
Lessee

[Signature]
Witness

[Signature]
Lessee



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

AFFIDAVIT OF EXECUTION

I, Kendra Lawrence, of the Town of Fleming, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Darla Knutson 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 Moosomin, in the Province of Saskatchewan, on the 22 day of October, 2020 and that I am the subscribing witness thereto.
3. THAT I know the said Darla Knutson and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Town)
of Moosomin, in the Province)
of Saskatchewan, this 22 day)
of October, 2020.)

C. Barnett)
A COMMISSIONER FOR OATHS in and)
for the Province of Saskatchewan.)
My commission expires:

June 30, 2024

[Signature]



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

AFFIDAVIT OF EXECUTION

I, Kendra Lawrence, of the Town of Fleming, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Adam Knutson 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 Moosomin, in the Province of Saskatchewan, on the 22 day of October, 2020 and that I am the subscribing witness thereto.
3. THAT I know the said Adam Knutson and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Town)
of Moosomin, in the Province)
of Saskatchewan, this 22 day)
of October, 2020.)

C. Barnett)
A COMMISSIONER FOR OATHS in and)
for the Province of Saskatchewan.)
My commission expires:)

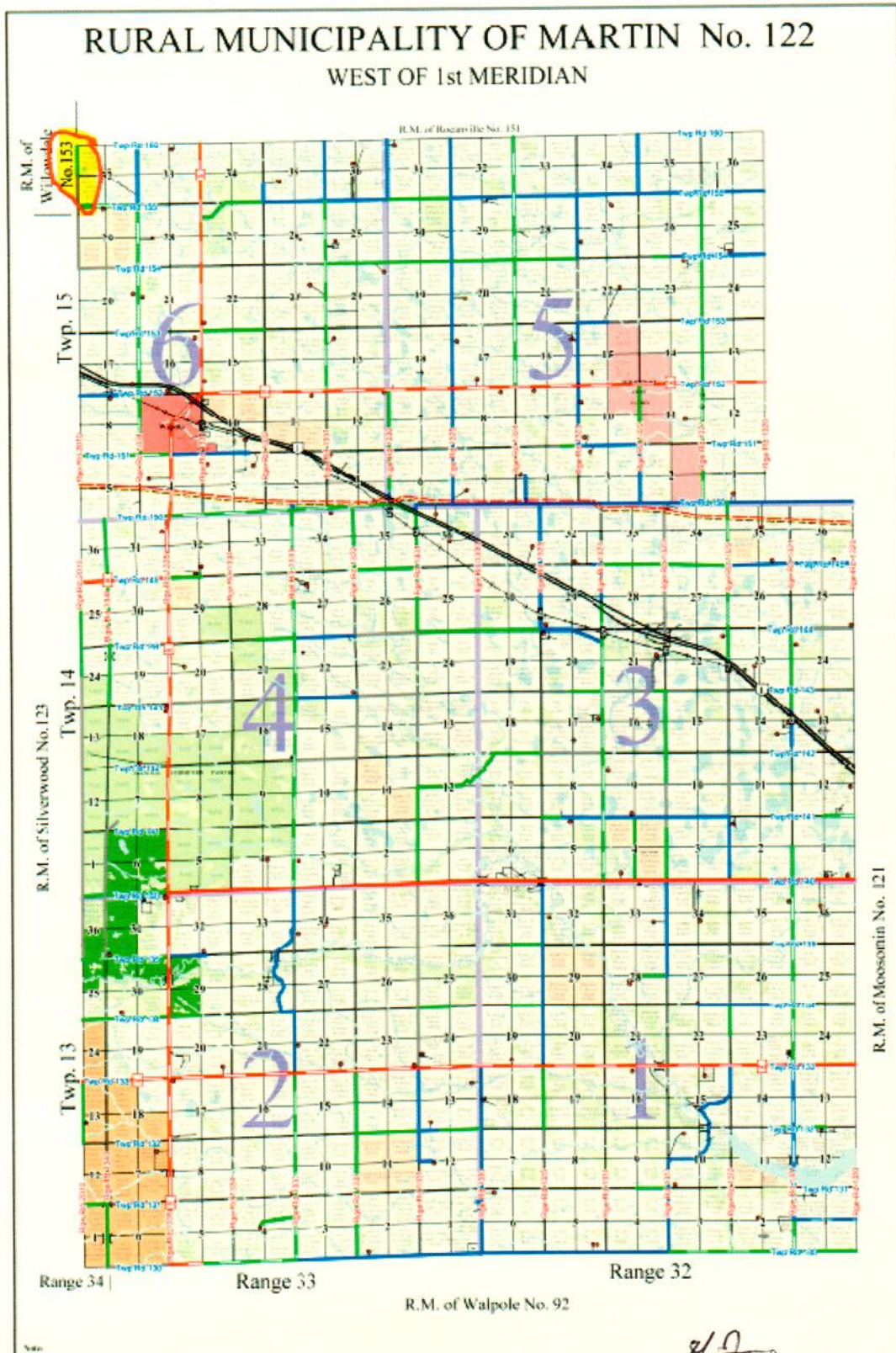
June 30, 2024

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CB



RM OF MARTIN NO 122

EXHIBIT "B"
LEASE OF A MUNICIPAL ROAD



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