## ROAD CLOSING AND LEASING

**Disclaimer:**

***This draft bylaw has been prepared by staff in the Advisory Services and Municipal Relations Branch of the Ministry of Government Relations, not legal experts. It is intended for guidance/illustrative purposes only and may be reworded to suit local conditions and requirements. It is always advisable to obtain the advice of a solicitor in drafting bylaws.***

**(MUNICIPALITY STATUS) OF (NAME / #)**

**BYLAW NO \_\_\_\_\_\_**

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

The Council of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of. \_\_\_\_\_\_\_\_\_\_\_, (the Municipality) in the Province of Saskatchewan, enacts as follows:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reeve/Mayor

(seal)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrator

Read a third time and adopted

this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrator

*NOTE:*

*Council shall within 30 days of issuing, renewing or terminating this lease forward a copy of the bylaw and lease to the Minister of Highways and Infrastructure for public record.*

**EXHIBIT “A”**

**LEASE OF A MUNICIPAL ROAD OR STREET**

This agreement made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_\_\_\_\_\_\_\_

Between:

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“the Municipality”)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“the Lessee”);

Whereas the municipal road/street located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Land”),

*(choose one of the following)*

1. has never been constructed; or
2. has been constructed and has not been maintained for use by the general public, or is no longer being used by the general public, for that purpose; or
3. has been constructed and maintained but consists only of those parts of the street or road that are not the roadway itself; or
4. is in the opinion of the Municipality a street or road that is no longer needed for use by the traveling public.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; 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 \_\_\_\_\_\_\_\_\_ years commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless sooner terminated as hereinafter provided.
2. The Lessee covenants and agrees to:
   1. pay an annual rent charge of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ during each and every year of the said term, payment of which shall be made on or before the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year for which it is intended;
   2. 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;
   3. 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;
   4. 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;
   5. 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.
   6. 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;
   7. 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;
   8. 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
   9. use the Land solely for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and not erect any buildings or structures on the Land.
3. Notwithstanding that this agreement is for a term certain of \_\_\_\_\_\_\_\_\_\_\_ 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.

-AND/OR -

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

1. The Lessee may terminate this agreement on six month’s written notice to the Municipality.
2. 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\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Municipality

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reeve/Mayor

(Seal)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrator

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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.*

**SAMPLE NOTICE**

Please take note that pursuant to Section 13, *The Municipalities Act* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ intends to consider the initial report on a proposed bylaw to close and lease the following municipal road or street to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for a \_\_\_\_\_\_\_\_\_\_\_ year period commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Description of road/street)

Any person claiming to be affected prejudicially by the proposed bylaw or that person’s agent has the opportunity to be heard at the next regular meeting of council to be held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(date)* at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(location and address)* commencing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(time)*.