

RURAL MUNICIPALITY OF LAKESHORE

Being a By-law of the Rural Municipality of Lakeshore Authorizing the Sale And Leasing of Lands Owned by the Municipality

By-law No. 03-2021

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF LAKESHORE AUTHORIZING THE SALE AND LEASING OF LANDS OWNED BY THE MUNICIPALITY.

WHEREAS SECTION 250(2) under *The Municipal Act* S.M. 1996, c.58 provides:

General Powers

250(2) Without limiting the generality of subsection (1), a Municipality may for municipal purposes do the following:

- (a) acquire, hold, mortgage and dispose of land, improvements and personal property, or an interest in land, improvements and personal property;
- (b) enter into agreements with one or more of the following regarding anything the Municipality has power to do within the Municipality:
 - (i) a person,

AND WHEREAS the Council for the Rural Municipality of Lakeshore deems it expedient and in the best interest of the said Municipality to establish a leasing of lands owned by the Municipality Policy;

AND WHEREAS the Council for the Rural Municipality of Lakeshore further deems it expedient and in the best interest of the said Municipality to establish a sale of leased land policy;


NOW THEREFORE the Council of the Rural Municipality of Lakeshore in open session assembled, enacts as follows:

1. THAT the Rural Municipality of Lakeshore, (hereinafter called "The Lessor"), may lease lands owned by it from time to time (hereinafter called "the Leased Lands") at the sole discretion of the Council for the Rural Municipality of Lakeshore to residents and/or ratepayers of the Rural Municipality of Lakeshore engaged in the business of farming, (hereinafter called "The Lessee"), on the terms and conditions as described hereinafter.
2. THAT the term of any lease herein granted shall be 10 years from the date the lease is awarded or transferred to lessee and shall be automatically renewed for an additional term provided that the lessee doesn't lose the lease through default of his/her lease agreement or either party cancels the lease subject to the terms of this By-law. The term of any lease herein granted is subject to the right of the Lessor to sell any land subject to a lease pursuant to this By-law
3. THAT any lease granted hereunder provides that the Lessee shall use the leased lands for the purpose of pasture, and forage production and shall use the forage produced on the leased lands for livestock owned solely by the Lessee and shall not sell any of such forage without the consent in writing of the Lessor. The Lessee shall not build any structures or fences or bring any part of the leased lands under cultivation or make any improvements upon the leased lands without first obtaining the prior consent in writing of the Lessor. The cost of building all such structures or fences, or bringing any further part of the leased lands under cultivation or making improvements shall be completed at the sole expense of the Lessee.
4. THAT any lease granted hereunder provides that upon the Lease of the leased lands to someone other than the Lessee or upon the sale of the leased lands by the

Lessor, the Lessor shall compensate the Lessee for any improvements to the said lands and premises made by the Lessee and consented to by the Lessor in writing and such compensation shall be at the discretion of Council at such time as the issue arises.

5. THAT any lease granted hereunder provides that the Lessor reserves the right to sell the leased lands, or any portion thereof, upon the termination or expiration of the term provided therein, and that in the event that the Lessor at its option, decides to continue to lease the said land upon the expiration of the term therein provided, that the Lessee shall have first right to a renewal or extension of the said lease.
6. THAT the Lessee may also request to purchase his/her lease from the Lessor in writing at any time prior to the expiration of the term of the lease. Upon receiving such a request and at the sole discretion of Council, the Council of the Rural Municipality of Lakeshore shall advertise the property for sale in accordance with the Municipal Tendering and Procurement Policy and any other policy that may regulate the sale of the land by the municipality. The Lessor agrees to give the Lessee the right of first refusal on any land posted for sale in this manner. Council reserves the right to set a reserve bid, the amount of which shall be the assessed value as well as the costs of any improvements made to the property.
7. THAT any Lease granted hereunder provide that the Lessee may not transfer other than to a husband/wife/son or daughter and may only transfer to a husband/wife/son or daughter upon obtaining the prior written consent of the Lessor.
8. THAT any Lease granted hereunder provide that the Lessee may, with Council's consent, transfer said lease(s) to the purchaser of his/her title land at the time of sale, on condition that written proof of need of leases is presented to Council by the new owner.
9. THAT any Lease granted hereunder provides that the Lessor reserves all gravel and mineral rights and furthermore that the Lessor reserves to itself the right to excavate and haul gravel and minerals from the leased land and the right to enter upon the leased lands to carry on the business of excavating and hauling gravel and minerals.
10. THAT any Lease granted hereunder provides that the Lessee shall not in any way interfere with any public right-of-way upon the leased lands in existence prior to or created during the term of the lease and that the Lessee shall be responsible for erecting and maintaining gates at the leased lands of any such right-of-way and further, that the Lessee is solely responsible for closing any such gates and that the Lessor assumes no responsibility for closing same.
11. THAT the rent reserved by any lease granted hereunder be a sum equal to the total of the portioned assessment value (TIMES (x)) the mill rate plus a rental fee of .2% of the assessed value and that said charges shall be payable on or before the 31st day of October, in the term of said lease.
12. THAT where taxes and rental remain unpaid by December 31st, in any year, said Lease shall be cancelled and land will be publicly advertised for sale or lease.
13. THAT By-law No. 06-2009 is hereby repealed.

DONE AND PASSED as a by-law of the Rural Municipality of Lakeshore at Rorketon in the Province of Manitoba this 27th day of April, 2021.



Reeve
Carmen Hannibal



Chief Administrative Officer
Kevin Drewniak, CMMA

Read a first time: April 20th, 2021
Read a second time: April 27th, 2021
Read a third time: April 27th, 2021