

## **BYLAW 1-2008**

### **A BYLAW OF THE RURAL MUNICIPALITY OF BLUCHER, NO. 343 TO PROVIDE FOR THE CLOSING AND LEASING OF CERTAIN ROADS PURSUANT TO SECTION 197 OF THE RURAL MUNICIPALITY ACT**

1. Subject to the consent of the Minister of Highways and Transportation, the Rural Municipality of Blucher, No. 343 agrees to lease the roadway described as E 19-36-3 W3 to Donald Priddy of Saskatoon, Sask., according to the terms and conditions as set out in the agreement marked as exhibit "A" which is attached to and forms part of this bylaw.
2. Subject to the consent of the Minister of Highways and Transportation, the Rural Municipality of Blucher, No. 343 agrees to lease the roadway described as S 28-36-3 W3 to Donald Priddy of Saskatoon, Sask., according to the terms and conditions as set out in the agreement marked as exhibit "B" which is attached to and forms part of this bylaw
3. Bylaw 1-2003 adopted January 15, 2003 is hereby repealed

---

Reeve

SEAL

---

Administrator

Certified a true copy of the bylaw  
adopted by resolution of the Council  
on the \_\_\_\_\_ day of January, 2008.

---

Administrator

**EXHIBIT "A" TO BYLAW 1-2008  
LEASE PART OF ROADWAY IN A RURAL MUNICIPALITY**

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BETWEEN:

The Rural Municipality of Blucher, No. 343 hereinafter called "The Municipality"

OF THE FIRST PART

- and -

Donald Priddy of Saskatoon, Saskatchewan, farmer, hereinafter called the "Lessee"

OF THE SECOND PART.

WHEREAS the minister has agreed to allow the municipality to lease to the said Lessee, subject to the terms and conditions hereinafter set forth.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In consideration of the premises and of the rents, covenants and agreements herein reserved and contained on the part of the lessee, the municipality hereby leases the highway running E 19-36-3 W3 to the said lessee for a term of 5 years to be computed from January 1, 2008 and from thenceforth next ensuing and fully to be complete and ended on December 31, 2012, unless sooner terminated in the manner hereinafter provided.
2. The Lessee covenants and agrees with the Municipality to:
  - a) pay an annual rental charge of \$ Nil during each and every year of the said term, each rental payment to be made on or before the N/A day of N/A the year for which it is intended;
  - b) keep indemnified and save harmless the municipality against all claims of every nature whatsoever for damages arising out of leasing of the said highway to the lessee, or out of his use of same, including all costs incurred in defending any action which may be brought against the municipality with respect to any such claim;
  - c) erect and maintain throughout the period of this lease suitable signs at each end of the said highway bearing the words "no through road" or such other wording as the municipality may in writing from time to time direct;
  - d) take such measures as the council may from time to time in writing direct for the control and elimination of the said highway of noxious weeds as defined by or pursuant to The Noxious Weeds Act;
  - e) that he will not assign this lease or sublet any portions of the said highway, the implied proviso contained in section 13 of The Landlord and Tenants Act being hereby expressly negated;
  - f) that the lessee further covenants that he will use the said portion of the highway only for the purpose of cattle grazing.

- 3. Notwithstanding that this lease extends for a term certain of five years, it may be terminated at any time by either part giving to the other not less than one month's prior notice in writing of such termination.
- 4. Proviso for re-entry by the municipality on non-payment of rent or non-performance of any of the covenants on the part of the lessee herein contained and by him to be performed.

DATED AT \_\_\_\_\_ THIS DAY OF \_\_\_\_\_, 2008

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
REEVE

(SEAL)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
LESSEE

CANADA } I \_\_\_\_\_ of the  
 PROVINCE OF }  
 SASKATCHEWAN } \_\_\_\_\_ of \_\_\_\_\_ in  
 } the Province of Saskatchewan;  
 } occupation: \_\_\_\_\_  
 TO WIT: } make oath and say;

- 1. That I was personally present and did see Donald Priddy the lessee named in the within lease, who is personally known to me to be the person named therein, duly execute and sign the same for the purposes named therein.
- 2. That the same was executed by the said lessee at the \_\_\_\_\_ of \_\_\_\_\_ Saskatchewan, on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.
- 3. That I know the said lessee and he is in my belief of the full age of twenty-one years.

Sworn before me at the \_\_\_\_\_ of \_\_\_\_\_  
in the Province of Saskatchewan this  
day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
COMMISSIONER FOR OATHS

**EXHIBIT “B” TO BYLAW 1-2008  
LEASE PART OF ROADWAY IN A RURAL MUNICIPALITY**

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BETWEEN:

The Rural Municipality of Blucher, No. 343 hereinafter called “The Municipality”

OF THE FIRST PART

- and -

Donald Priddy of Saskatoon, Saskatchewan, farmer, hereinafter called the “Lessee”

OF THE SECOND PART.

WHEREAS the minister has agreed to allow the municipality to lease to the said Lessee, subject to the terms and conditions hereinafter set forth.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In consideration of the premises and of the rents, covenants and agreements herein reserved and contained on the part of the lessee, the municipality hereby leases the highway running S 28-36-3 W3 to the said lessee for a term of 5 years to be computed from January 1, 2008 and from thenceforth next ensuing and fully to be complete and ended on December 31, 2012, unless sooner terminated in the manner hereinafter provided.
2. The Lessee covenants and agrees with the Municipality to:
  - a) pay an annual rental charge of \$ Nil during each and every year of the said term, each rental payment to be made on or before the N/A day of N/A the year for which it is intended;
  - b) keep indemnified and save harmless the municipality against all claims of every nature whatsoever for damages arising out of leasing of the said highway to the lessee, or out of his use of same, including all costs incurred in defending any action which may be brought against the municipality with respect to any such claim;
  - c) erect and maintain throughout the period of this lease suitable signs at each end of the said highway bearing the words “no through road” or such other wording as the municipality may in writing from time to time direct;
  - d) take such measures as the council may from time to time in writing direct for the control and elimination of the said highway of noxious weeds as defined by or pursuant to The Noxious Weeds Act;
  - e) that he will not assign this lease or sublet any portions of the said highway, the implied proviso contained in section 13 of The Landlord and Tenants Act being hereby expressly negated;
  - f) that the lessee further covenants that he will use the said portion of the highway only for the purpose of Agricultural cultivation.
3. Notwithstanding that this lease extends for a term certain of five years, it may be terminated at any time by either part giving to the other not less than one month’s prior notice in writing of such termination.

- 4. Proviso for re-entry by the municipality on non-payment of rent or non-performance of any of the covenants on the part of the lessee herein contained and by him to be performed.

DATED AT \_\_\_\_\_ THIS DAY OF \_\_\_\_\_, 2008

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
REEVE

(SEAL)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
LESSEE

CANADA	}	I _____ of the
PROVINCE OF	}	} _____ of _____ in
SASKATCHEWAN	}	the Province of Saskatchewan;
	}	occupation: _____
TO WIT:	}	make oath and say;

- 1. That I was personally present and did see Donald Priddy the lessee named in the within lease, who is personally known to me to be the person named therein, duly execute and sign the same for the purposes named therein.
- 2. That the same was executed by the said lessee at the \_\_\_\_\_ of \_\_\_\_\_ Saskatchewan, on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.
- 3. That I know the said lessee and he is in my belief of the full age of twenty-one years.

Sworn before me at the \_\_\_\_\_ of \_\_\_\_\_  
in the Province of Saskatchewan this  
day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
COMMISSIONER FOR OATHS