

BYLAW 6-2000

**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 NNW 22-34-2 W3 to Raffard Farms Ltd. 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.

Reeve

SEAL

Administrator

Certified a true copy of the bylaw
adopted by resolution of the Council
on the 11th day of October, 2000.

Administrator

EXHIBIT "A" TO BYLAW 6-2000
LEASE PART OF ROADWAY IN A RURAL MUNICIPALITY

This Agreement made in duplicate this _____ day of _____, 2000.

BETWEEN:

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

OF THE FIRST PART

- and -

Raffard Farms Ltd. 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 NNW 22-34-2 W3 to the said lessee for a term of 5 years to be computed from January 1, 2001 and from thenceforth next ensuing and fully to be complete and ended on December 31, 2005, 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) permit public utility companies such as Sask Power, Sask Energy, Sask Tel or Trans Gas access to enter and use the said leased highway for the purpose of regular and emergency repairs;
 - f) acknowledge that no crop damage shall be owing to the lessee for any damages incurred due to any access onto the said leased highway by the municipality or any public utility;

- g) 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 negatived;
 - h) that the lessee further covenants that he will use the said portion of the highway only for the purpose of 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 BRADWELL THIS _____ DAY OF _____, 2000

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 _____, signatory for 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 Village of Bradwell, Saskatchewan, on the _____ day of _____, 2000.
3. That I know the said lessee and he is in my belief of the full age of eighteen years.

Sworn before me at the Village of Bradwell in the Province of Saskatchewan this ____ day of _____, 2000.

COMMISSIONER FOR OATHS

My commission expires _____

NOTICE

Please take note that pursuant to Section 197 of the Rural Municipality Act, 1989, the R. M. of Blucher, No. 343 intends to lease the following road allowance to Raffard Farms Ltd. for cultivation purposes for a five year period commencing January 1, 2001.

NNW 22-34-2 W3

Anyone objecting to the above lease must file their objection within 14 days of the date of this notice to:

Rural Municipality of Blucher, No. 343
Box 100
Bradwell, Sask. S0K 0P0

OR

Highways & Transportation
Property Management Branch
1855 Victoria Ave.
Regina, Sask. S4P 3V5

Dated this 19th day of October, 2000

Robert Thurmeier
Administrator