

BYLAW 7-2006

**A BYLAW OF THE RURAL MUNICIPALITY OF BLUCHER,
NO. 343 TO PROVIDE FOR THE CLOSING AND LEASING OF
A MUNICIPAL ROAD OR STREET**

The Council of the Rural Municipality of Blucher, #343, (the Municipality) in the Province of Saskatchewan, enacts as follows:

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

NNW 22-34-2 W3

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

2. Bylaw 6-2000 is hereby repealed.

Reeve

SEAL

Administrator

Certified a true copy of the bylaw
adopted by resolution of the Council
on the _____ day of _____, 2006.

Administrator

EXHIBIT "A" TO BYLAW 7-2006**LEASE OF A MUNICIPAL ROAD OR STREET**

This agreement made in duplicate this _____ day of _____, 2006.

BETWEEN:

The Rural Municipality of Blucher, No. 343 ("the Municipality")

- and -

Raffard Farms Ltd. of Saskatoon, Saskatchewan (the "Lessee");

WHEREAS the municipal road/street located at
NNW 22-34-2 W3 (the "land"),

1. 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 agricultural cultivation; 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 5 years commencing on January 1, 2006 and ending on December 31, 2010 unless sooner terminated as hereinafter provided.
2. The Lessee covenants and agrees to:
 - a) pay an annual rental charge of \$ Nil during each and every year of the said term, payment of which shall be made on or before the N/A day of N/A in the year for which it is intended;
 - 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 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 (iii) arising from any breach by the Lessee of any provision of this agreement;
 - c) allow 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 environment 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) take such measures as the council may from time to time in writing direct for the control and elimination of the any weeds as defined by or pursuant to The Noxious Weeds Act on the Land;
 - h) 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;
 - i) 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
 - j) use the Land solely for the purpose of agriculture cultivation and not erect any buildings or structures on the Land.
3. Notwithstanding that this agreement is for a term certain of 5 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.
 4. The Lessee may terminate this agreement on six 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 BRADWELL THIS ____ DAY OF _____, 2006

ADMINISTRATOR

REEVE

(SEAL)

WITNESS

LESSEE

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 Village of Bradwell, in the Province of Saskatchewan, on the _____ day of _____, 2006 and that I am the subscribing witness thereto.
3. THAT I know the said _____ and he is in my belief of the full age of eighteen years or more.

SWORN BEFORE ME at the Village }
of Bradwell, in the Province of }
Saskatchewan, this _____ day of }
_____, 2006 }
} }
_____ }
}

COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan
My commission expires _____

NOTICE

Please take note that pursuant to Section 13, The Municipalities Act, the Rural Municipality of Blucher, No. 343 intends to consider the initial report on a proposed bylaw to close and lease the following municipal road or street to

Raffard Farms Ltd. for the purpose of

agricultural cultivation for a 5 (five) year period commencing January 1, 2006 and ending December 31, 2010:

NNW 22-34-2 W3

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 Wednesday, November 15, 2006 at the Municipal Office, Bradwell, Saskatchewan, commencing at 3 p.m.

Robert Thurmeier
Administrator