

NO. 07-2025

RURAL MUNICIPALITY OF DUFFERIN NO. 190

A BYLAW TO PROVIDE FOR THE CLOSING AND LEASING OF AN RM ROAD

The Council of the Rural Municipality of Dufferin No. 190 (RM) in the Province of Saskatchewan enacts as follows:

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

1. Close and lease the municipal road described as:

Between RGE RD 263 & 264, SOUTH of Section 33 – 21 – 26 – W2 (shown as Exhibit "B")

2. Bylaw No. 06-2020 is hereby repealed.

Introduced and read a first time the 11th day of Sept, 2025.

Read a second time this 11th day of Sept, 2025.

Read a third and final time on the unanimous consent of the Council this 11th day of Sept, 2025.



Reeve



Administrator

EXHIBIT "A"

LEASE OF A MUNICIPAL ROAD OR STREET

This agreement made this 11th day of September, 2025

Between:

The Rural Municipality of Dufferin No. 190 (RM)

and

Cody Kohler (Lessee)
P.O. Box 7, Chamberlain, SK. S0G 0R0

Whereas the RM Road located between RR 263 & 264, south of section 33 – 21 – 26 – W2 ("the Land"), has never been constructed; and

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 grazing; and

Whereas the RM 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 RM demises and leases to the Lessee and the Lessee rents from the RM, the Land, for a term of 5 years commencing on September 15, 2025, and ending on September 14, 2030 unless sooner terminated as hereinafter provided.

2. The Lessee covenants and agrees to:

- a) pay an annual rent charge of \$200 (\$100 per half mile per year) during each and every year of the said term, payment of which shall be made on or before the 1st day of October in the year for which it is intended;
- b) indemnify the RM 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;

- c) allow the RM 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 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 RM at the Lessee's expense if, in the opinion of the RM, there is evidence of environmental contamination;
- g) erect and maintain throughout the term of this agreement, at each end of the Land, such signs as the RM may direct, to ensure that the general public is adequately warned that the road is closed;
- h) not assign the Lessee's rights under this agreement without the prior written consent of the RM, the implied provision in section 13 of *The Landlord and Tenant Act*, R.S.S. 1978, c. L-6, being hereby expressly negated; and
- i) use the Land solely for the purpose of grazing 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 RM on six month's written notice to the Lessee if the RM considers it necessary to provide public access to the Land.

4. The Lessee shall grant public access to the Land upon the RM providing the Lessee with 30 days written notice.
5. The Lessee may terminate this agreement on six month's written notice to the RM.
6. 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 Bethune, in the Province of Saskatchewan, this 24th day of September, 2025.



(Seal)

RM OF DUFFERIN NO. 190



Reeve

Administrator



Cody Kohler
Lessee

EXHIBIT "B"

