

NO. 08-2025

RURAL MUNICIPALITY OF DUFFERIN NO. 190

A BYLAW TO PROVIDE FOR THE CLOSING AND LEASING OF RM ROADS

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

1. The RM, on the terms and conditions set out in the agreement marked Exhibit "A", which is attached to and forms part of this bylaw, agrees to close and lease the municipal roads described as:

PORTION OF RGE RD 254 – SE Section 5 – 20 – 25 – W2;

PORTION OF RGE RD 251 – SE Section 35 – 20 – 25 – W2;

PORTION OF RGE RD 252 – NE Section 27 & Section 34 – 20 – 25 – W2;

(shown as Exhibit "B")

2. Bylaw #'s 08-2020, 9-2020 & 10-2020 are hereby repealed.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 19th day of September, 2025

Between:

The Rural Municipality of Dufferin No. 190 (RM)

and

Buffalo Plains Cattle Ltd. (Lessee)
P.O. Box 674, Moose Jaw, SK. S6H 4P4

Whereas the RM Roads located at:

PORTION OF RGE RD 254 – SE 5 – 20 – 25 – W2;

PORTION OF RGE RD 251 – SE Section 35 – 20 – 25 – W2;

PORTION OF RGE RD 252 – NE Section 27 & Section 34 – 20 – 25 – W2; (“the Lands”), have never been constructed; and

Whereas access to other lands is not eliminated by this agreement; and

Whereas the Lessee is desirous of using the Lands for the purpose of grazing; and

Whereas the RM is prepared to lease the Lands 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 Lands, 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 \$500 (\$100/half mile/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 Lands, (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 Lands, or persons authorized by them, to enter upon the Lands 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 Lands, 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 Lands 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 Lands, caused or permitted a release of a contaminant at, from or to the Lands, the Lessee shall immediately clean up such contaminant at the Lessee's expense and (ii) cause an environmental audit of the Lands 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 Lands, 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 negatived; and
- i) use the Lands solely for the purpose of grazing and not erect any buildings or structures on the Lands.

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 Lands.

-AND/OR -

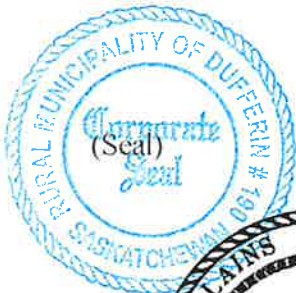
4. The Lessee shall grant public access to the Lands upon the RM providing the Lessee with 30 days written notice.

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 Lands 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 19th
day of September, 20 25.

RM OF DUFFERIN NO. 190




(Seal)




Reeve


Administrator


Buffalo Plains Cattle Ltd.
Philip Lynn Lessee

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Luanne Lynn, of the 6M of Margus, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Philip Lynn 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 city of Moose Jaw, in the Province of Saskatchewan, on the 19th day of September, 2025 and that I am the subscribing witness thereto.
3. THAT I know the said Philip Lynn and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the City)
of Moose Jaw in the Province)
of Saskatchewan, this 23 day)
of September, 2025.)


A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.

My commission expires: May 31, 2030
or Being a Solicitor.

Luanne Lynn

POPA ACREMAN AGENS LTD. 211700	POPA ACREMAN AGENS LTD. 211600	PERA ACREMAN AGENS LTD. 211500	DOUGLAS KUTCHER 211400	ORLAND KUTCHER 211300	RON & KATHY SCHROPP 211200	BUFFALO PLAINS CATTLE CO. 211100	BUFFALO PLAINS CATTLE CO. 211000	BUFFALO PLAINS CATTLE CO. 210900	MARY & RON SCHROPP 210800	RONALD PLAINS CATTLE CO. 210700	BUFFALO PLAINS CATTLE CO. 210600	BUFFALO PLAINS CATTLE CO. 210500	ERICK & BRENDA EVANS 210400	RAYMOND & MARJORIE KUTCHER 210300	JARREN & DAWN SHATKOWSKI 210200	GEORGE & DELORES RICHIE 210100	GEORGE & DELORES RICHIE 210000	RONALD & DAWN DAVEL 209900
RICHARD & ANNE ACREMAN 209800	GLEN & DOROTHY GUNNINGHAM 209700	GLEN & DOROTHY GUNNINGHAM 209600	GLEN & DOROTHY GUNNINGHAM 209500	ORLAND KUTCHER 209400	BIZ ACRES INC. 209300	BUFFALO PLAINS CATTLE CO. 209200	BUFFALO PLAINS CATTLE CO. 209100	BUFFALO PLAINS CATTLE CO. 209000	BUFFALO PLAINS CATTLE CO. 208900	BUFFALO PLAINS CATTLE CO. 208800	BUFFALO PLAINS CATTLE CO. 208700	BUFFALO PLAINS CATTLE CO. 208600	BUFFALO PLAINS CATTLE CO. 208500	BUFFALO PLAINS CATTLE CO. 208400	BUFFALO PLAINS CATTLE CO. 208300	BUFFALO PLAINS CATTLE CO. 208200	BUFFALO PLAINS CATTLE CO. 208100	BUFFALO PLAINS CATTLE CO. 208000
BRENT GUNNINGHAM 207900	COLBY & ROBBIE KAYE 207800	COLBY & ROBBIE KAYE 207700	ELDON & KATHY BECOM 207600	ELDON & KATHY BECOM 207500	BIZ ACRES INC. 207400	BUFFALO PLAINS CATTLE CO. 207300	BUFFALO PLAINS CATTLE CO. 207200	BUFFALO PLAINS CATTLE CO. 207100	BUFFALO PLAINS CATTLE CO. 207000	BUFFALO PLAINS CATTLE CO. 206900	BUFFALO PLAINS CATTLE CO. 206800	BUFFALO PLAINS CATTLE CO. 206700	BUFFALO PLAINS CATTLE CO. 206600	BUFFALO PLAINS CATTLE CO. 206500	BUFFALO PLAINS CATTLE CO. 206400	BUFFALO PLAINS CATTLE CO. 206300	BUFFALO PLAINS CATTLE CO. 206200	BUFFALO PLAINS CATTLE CO. 206100
BIZ ACRES INC. 206000	BUFFALO PLAINS CATTLE CO. 205900	BUFFALO PLAINS CATTLE CO. 205800	BUFFALO PLAINS CATTLE CO. 205700	BUFFALO PLAINS CATTLE CO. 205600	BIZ ACRES INC. 205500	BUFFALO PLAINS CATTLE CO. 205400	BUFFALO PLAINS CATTLE CO. 205300	BUFFALO PLAINS CATTLE CO. 205200	BUFFALO PLAINS CATTLE CO. 205100	BUFFALO PLAINS CATTLE CO. 205000	BUFFALO PLAINS CATTLE CO. 204900	BUFFALO PLAINS CATTLE CO. 204800	BUFFALO PLAINS CATTLE CO. 204700	BUFFALO PLAINS CATTLE CO. 204600	BUFFALO PLAINS CATTLE CO. 204500	BUFFALO PLAINS CATTLE CO. 204400	BUFFALO PLAINS CATTLE CO. 204300	BUFFALO PLAINS CATTLE CO. 204200
BUFFALO PLAINS CATTLE CO. 204100	BUFFALO PLAINS CATTLE CO. 204000	BUFFALO PLAINS CATTLE CO. 203900	BUFFALO PLAINS CATTLE CO. 203800	BUFFALO PLAINS CATTLE CO. 203700	BIZ ACRES INC. 203600	BUFFALO PLAINS CATTLE CO. 203500	BUFFALO PLAINS CATTLE CO. 203400	BUFFALO PLAINS CATTLE CO. 203300	BUFFALO PLAINS CATTLE CO. 203200	BUFFALO PLAINS CATTLE CO. 203100	BUFFALO PLAINS CATTLE CO. 203000	BUFFALO PLAINS CATTLE CO. 202900	BUFFALO PLAINS CATTLE CO. 202800	BUFFALO PLAINS CATTLE CO. 202700	BUFFALO PLAINS CATTLE CO. 202600	BUFFALO PLAINS CATTLE CO. 202500	BUFFALO PLAINS CATTLE CO. 202400	BUFFALO PLAINS CATTLE CO. 202300
BUFFALO PLAINS CATTLE CO. 202200	BUFFALO PLAINS CATTLE CO. 202100	BUFFALO PLAINS CATTLE CO. 202000	BUFFALO PLAINS CATTLE CO. 201900	BUFFALO PLAINS CATTLE CO. 201800	BIZ ACRES INC. 201700	BUFFALO PLAINS CATTLE CO. 201600	BUFFALO PLAINS CATTLE CO. 201500	BUFFALO PLAINS CATTLE CO. 201400	BUFFALO PLAINS CATTLE CO. 201300	BUFFALO PLAINS CATTLE CO. 201200	BUFFALO PLAINS CATTLE CO. 201100	BUFFALO PLAINS CATTLE CO. 201000	BUFFALO PLAINS CATTLE CO. 200900	BUFFALO PLAINS CATTLE CO. 200800	BUFFALO PLAINS CATTLE CO. 200700	BUFFALO PLAINS CATTLE CO. 200600	BUFFALO PLAINS CATTLE CO. 200500	BUFFALO PLAINS CATTLE CO. 200400
BUFFALO PLAINS CATTLE CO. 200300	BUFFALO PLAINS CATTLE CO. 200200	BUFFALO PLAINS CATTLE CO. 200100	BUFFALO PLAINS CATTLE CO. 200000	BUFFALO PLAINS CATTLE CO. 199900	BIZ ACRES INC. 199800	BUFFALO PLAINS CATTLE CO. 199700	BUFFALO PLAINS CATTLE CO. 199600	BUFFALO PLAINS CATTLE CO. 199500	BUFFALO PLAINS CATTLE CO. 199400	BUFFALO PLAINS CATTLE CO. 199300	BUFFALO PLAINS CATTLE CO. 199200	BUFFALO PLAINS CATTLE CO. 199100	BUFFALO PLAINS CATTLE CO. 199000	BUFFALO PLAINS CATTLE CO. 198900	BUFFALO PLAINS CATTLE CO. 198800	BUFFALO PLAINS CATTLE CO. 198700	BUFFALO PLAINS CATTLE CO. 198600	BUFFALO PLAINS CATTLE CO. 198500
BUFFALO PLAINS CATTLE CO. 198400	BUFFALO PLAINS CATTLE CO. 198300	BUFFALO PLAINS CATTLE CO. 198200	BUFFALO PLAINS CATTLE CO. 198100	BUFFALO PLAINS CATTLE CO. 198000	BIZ ACRES INC. 197900	BUFFALO PLAINS CATTLE CO. 197800	BUFFALO PLAINS CATTLE CO. 197700	BUFFALO PLAINS CATTLE CO. 197600	BUFFALO PLAINS CATTLE CO. 197500	BUFFALO PLAINS CATTLE CO. 197400	BUFFALO PLAINS CATTLE CO. 197300	BUFFALO PLAINS CATTLE CO. 197200	BUFFALO PLAINS CATTLE CO. 197100	BUFFALO PLAINS CATTLE CO. 197000	BUFFALO PLAINS CATTLE CO. 196900	BUFFALO PLAINS CATTLE CO. 196800	BUFFALO PLAINS CATTLE CO. 196700	BUFFALO PLAINS CATTLE CO. 196600
BUFFALO PLAINS CATTLE CO. 196500	BUFFALO PLAINS CATTLE CO. 196400	BUFFALO PLAINS CATTLE CO. 196300	BUFFALO PLAINS CATTLE CO. 196200	BUFFALO PLAINS CATTLE CO. 196100	BIZ ACRES INC. 196000	BUFFALO PLAINS CATTLE CO. 195900	BUFFALO PLAINS CATTLE CO. 195800	BUFFALO PLAINS CATTLE CO. 195700	BUFFALO PLAINS CATTLE CO. 195600	BUFFALO PLAINS CATTLE CO. 195500	BUFFALO PLAINS CATTLE CO. 195400	BUFFALO PLAINS CATTLE CO. 195300	BUFFALO PLAINS CATTLE CO. 195200	BUFFALO PLAINS CATTLE CO. 195100	BUFFALO PLAINS CATTLE CO. 195000	BUFFALO PLAINS CATTLE CO. 194900	BUFFALO PLAINS CATTLE CO. 194800	BUFFALO PLAINS CATTLE CO. 194700
BUFFALO PLAINS CATTLE CO. 194600	BUFFALO PLAINS CATTLE CO. 194500	BUFFALO PLAINS CATTLE CO. 194400	BUFFALO PLAINS CATTLE CO. 194300	BUFFALO PLAINS CATTLE CO. 194200	BIZ ACRES INC. 194100	BUFFALO PLAINS CATTLE CO. 194000	BUFFALO PLAINS CATTLE CO. 193900	BUFFALO PLAINS CATTLE CO. 193800	BUFFALO PLAINS CATTLE CO. 193700	BUFFALO PLAINS CATTLE CO. 193600	B							