

BYLAW NO. 98-2

A BYLAW OF THE  
THE RURAL MUNICIPALITY OF EXCEL No. 71  
TO PROVIDE FOR ENTERING INTO AN AGREEMENT  
RESPECTING THE OPERATIONS OF  
THE DEEP SOUTH ANIMAL CLINIC LTD.

The Council of the Rural Municipality of Excel No. 71, in the Province of Saskatchewan, enacts as follows:

WHEREAS the Landlords (member municipalities) own the premises known as the Deep South Animal Clinic in the Town of Ogema, Sask.;

AND WHEREAS the Tenant desires to continue with the provision of veterinary services to the Landlords;

1. The Rural Municipality of Excel No. 71 is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw, and identified as Exhibit "A", with the municipalities as listed in the said attached agreement as the parties executing the lease.
2. The Reeve and the Administrator of the Rural Municipality of Excel No. 71 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".

  
\_\_\_\_\_  
REEVE

(SEAL)

  
\_\_\_\_\_  
ADMINISTRATOR

Certified a true copy of  
Bylaw No. 98-2 adopted by  
Council on June 2, 1998

  
\_\_\_\_\_  
REEVE

(SEAL)

  
\_\_\_\_\_  
ADMINISTRATOR

Excel

THIS LEASE made <sup>effective</sup> the 15th day of September, 1998.

BETWEEN:

**RURAL MUNICIPALITY NO. 9 SURPRISE VALLEY, RURAL MUNICIPALITY NO. 10 HAPPY VALLEY, RURAL MUNICIPALITY NO. 11 HART BUTTE, RURAL MUNICIPALITY NO. 39 THE GAP, RURAL MUNICIPALITY NO. 40 BENGOUGH, RURAL MUNICIPALITY NO. 69 NORTON, RURAL MUNICIPALITY NO. 70 KEYWEST, and RURAL MUNICIPALITY NO. 71 EXCEL,**

(the "Landlords")

OF THE FIRST PART

- and -

**ANDREW ACTON, of Ogema, Saskatchewan,**

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. The Landlords own the premises known as Deep South Animal Clinic in the Town of Ogema, Saskatchewan;
- B. The Tenant desires to continue with the provision of veterinary services to the Landlords;

The parties hereto covenant as follows:

- 1. In consideration of the rents reserved and the covenants herein contained on the part of the Tenant, the Landlords lease to the Tenant for the purpose of carrying on his profession of a veterinarian and for no other purpose, the clinic (the "Premises") which make up the Deep South Animal Clinic in the Town of Ogema, Saskatchewan and all such attachments, fixtures and chattels contained therein or attached thereto.
- 2. The term of the lease will be for a period of twenty (20) years commencing on the date ascribed to this Agreement above.
- 3. The Landlords covenant to continue to subsidize the Tenant for his provision of farm call services. The rate for the farm call services and the subsidy paid by each Rural Municipality for farm call services will be set annually by agreement between the Landlords and

the Tenant. If the Tenant and any Rural Municipality shall not be able to agree on the annual farm call subsidy, then such amount shall be determined under the Arbitration Act of Saskatchewan.

4. The rent for the Premises will be One Dollar (\$1.00) per year so long as the Tenant is providing veterinary services to the Landlords.

5. The Landlords covenant to the Tenant to keep the Premises in a reasonable state of repair.

6. The Landlords and Tenant covenant to meet on an annual basis for the purpose of discussing any improvements necessary to the Premises.

7. The Landlords hereby grant the Tenant a right of first refusal for the purchase of the Premises. In determining the price at which this right of first refusal may be exercised by the Tenant, consideration will be primarily given to the monies the Tenant has invested in the Premises having regard for the length of time from such investment to the time of the Offer. If the Tenant does not exercise his right of first refusal and the Landlords sell the Premises, then the Landlords shall repay the Tenant an amount equal to the Tenant's cost of improvements less five (5%) percent for each expired year of the Lease from the time the improvements were made.

8. The Tenant covenants to the Landlords that he is a veterinarian, duly licensed by and registered and in good standing with the Saskatchewan Veterinary Medical Association in the Province of Saskatchewan, and that if he ceases to be so qualified and shall not have assigned this Lease to another licensed qualified veterinarian with the consent of the Landlord this Lease may, at the option of the Landlords, be terminated, by its giving to the Tenant thirty (30) days written notice to that effect.

9. The Landlords covenant to the Tenant to restrict their right to terminate this Lease, subject to paragraph 8, only in the event that the Tenant ceases to provide veterinary services to the Landlords.

10. The Tenant covenants to the Landlords not to assign, sublet or part with the possession of the Premises or any part thereof or part with or share the possession or occupation of the Premises or any part thereof without first obtaining the consent in writing of the Landlords; provided that the consent shall not be unreasonably withheld; and provided that the said

assignment, sublease or any other such disposition is made to a veterinarian, duly licensed by and registered and in good standing with the Western College of Veterinary Medicine in the Province of Saskatchewan.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day and year first above written.

**RURAL MUNICIPALITY NO. 9  
SURPRISE VALLEY**

Per: 

Per: 

**RURAL MUNICIPALITY NO. 10  
HAPPY VALLEY**

Per: 

Per: 

**RURAL MUNICIPALITY NO. 11 HART BUTTE**

Per: 

Per: 

**RURAL MUNICIPALITY NO. 39 THE GAP**

Per: 

Per: 

**RURAL MUNICIPALITY NO. 40 BENGOUGH**

Per: 

Per: 

**RURAL MUNICIPALITY NO. 69 NORTON**

Per: 

Per: 

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**RURAL MUNICIPALITY NO. 70 KEYWEST**

Per: [Signature]

Per: [Signature]

**RURAL MUNICIPALITY NO. 71 EXCEL**

Per: [Signature]

Per: [Signature]

**SIGNED, SEALED AND DELIVERED  
in the presence of:**

[Signature]  
Witness

[Signature]  
**Andrew Acton**