

**EXHIBIT "A"**

**LEASE OF A MUNICIPAL ROAD OR STREET**

This agreement made this 11<sup>th</sup> day of February, 2025

Between:

The Rural Municipality of Cana No. 214  
("the Municipality")

and

Ducks Unlimited Canada,  
of Highway 16A, Box 1299, Yorkton in the Province of Saskatchewan  
("the Lessee");

Whereas the municipal road/street located at:

Township Road 234 South of the SW 29-23-6 ("the Land") has been constructed and has not been maintained for use by the general public, and is no longer being used by the general public, for that purpose; 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

Where 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 five years commencing on February 11, 2025 and ending on February 11, 2030 unless sooner terminated as hereinafter provided.

2. The Lessee covenants and agrees to:

- a) pay all fees and costs in accordance with Road Closure Request Fees Policy #200-13 payable before the Municipality will enter the Agreement and due upon renewal at the end of the term should a renewal be requested;
- b) accept the Land in its present condition and 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 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 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 environmental laws and, without limiting the generality of the foregoing, (i) where, during the term of this agreement, the

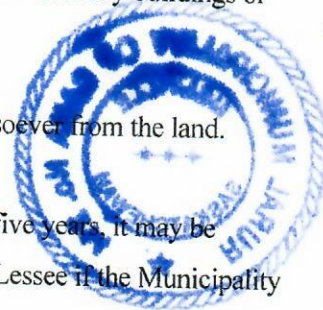
Lessee has, through its use or occupancy of the Land, caused or permitted a release of a contaminant at, from or to the Land, the Lessee shall immediately clean up such contaminant at the Lessee's expense and (ii) cause an environmental audit of the Land to be conducted by a third party acceptable to the Municipality at the Lessee's expense if, in the opinion of the Municipality, there is evidence of environmental contamination;

- g) erect and maintain throughout the term of this agreement, fencing, a gate, a "Road Closed" sign and any other signage the Municipality may direct, to ensure that the general public is adequately warned that the road or street is closed;
- h) 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 negatived; and
- i) use the Land solely for the purpose of grazing and not erect any buildings or structures on the Land; and
- j) not excavate or remove material of any nature whatsoever from the land.

3. Notwithstanding that this agreement is for a term certain of five 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 shall grant public access to the Land upon the Municipality providing the Lessee with 30 days written notice.

5. The Lessee may terminate this agreement on six month's written notice to the Municipality.





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.
7. Upon the end of term of this agreement the Lessee shall be granted right of first refusal to renew the agreement.
8. The Lessee's right to renew this agreement shall cease if the fee specified in 2. a) is not paid.
9. This agreement shall expire at any time the Lessee:
  - a. Fails to pay the fee specified in 2. a); or
  - b. Ceases to use the land for the purpose specified in 2. i); or
  - c. Disposes of his interest in the adjacent land.

Dated at Melville, in the Province of Saskatchewan, this 11<sup>th</sup> day of February, 2025



Rural Municipality of Cana No. 214:

B. P. Ren  
Reeve/Mayor

[Signature]  
Administrator

[Signature]  
Witness

[Signature]  
Lessee

CANADA  
 PROVINCE OF SASKATCHEWAN  
 TO WIT:

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**AFFIDAVIT OF EXECUTION**

I, Kevin Rozdoba, of the City of YORKTON, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Ryder DUCHEN 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 YORKTON, in the Province of Saskatchewan, on the 16 day of December, 2025 and that I am the subscribing witness thereto.
3. THAT I know the said Ryder DUCHEN and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the City  
 of YORKTON, in the Province  
 of Saskatchewan, this 16 day  
 of December, 2025.

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

My commission expires: June 30, 2028