

BYLAW NO. 05-03

A BYLAW OF THE RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501 TO PROVIDE FOR THE CLOSING AND LEASING OF AN UNDEVELOPED ROAD ALLOWANCE.

The Council of the Rural Municipality of Frenchman Butte No. 501, in the Province of Saskatchewan, enacts as follows:

1. DEFINITIONS

In this bylaw,

"undeveloped road allowance" means a municipal road on which a highway, road, street, lane, trail, path or alley:

- (a) has never been constructed; or
- (b) if constructed, is not being maintained for use by the general public, or is no longer being used by the general public, for that purpose.

2. LEASE AGREEMENT

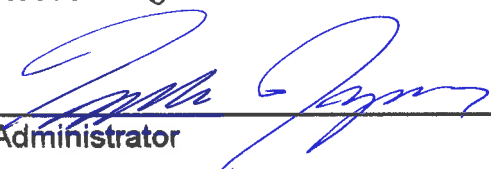
The Rural Municipality of Frenchman Butte No. 501, agrees to close and lease the undeveloped roadway described as:

East of and adjacent to Section 32-52-22-W3

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

(SEAL)

Reeve 

Administrator 

Certified a true copy of Bylaw No. 05-03 adopted by resolution of Council on the 17th day of March, 2005

Reeve 

Administrator 

(SEAL)

EXHIBIT "A"

LEASE OF AN UNDEVELOPED ROAD ALLOWANCE

This agreement made this 17th day of March, 2005

Between: Rural Municipality of Frenchman Butte No. 501
("the R.M.")

and

Roger Larre, Clark Larre and Randy Larre of Box 26,
St. Walburg, SK S0M 2T0
("the Lessee");

Whereas the road allowance located at East of and adjacent to Section 32-52-22-W3 ("the Land") is an undeveloped road allowance within the meaning of Section 197 of The Rural Municipality Act, 1989, S.S. 1989-90, c. R-26.1; and

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

Whereas the R.M. 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 R.M. demises and leases to the Lessee and the Lessee rents from the R.M. the Land, for a term of five years commencing on April 1, 2005 and ending on March 31, 2010 unless sooner terminated as hereinafter provided.
2. The Lessee covenants and agrees to:
 - a) pay an annual rent charge of \$1.00 during each and every year of the said term, payment of which shall be made on or before the 1st day of April in the year for which it is intended;
 - b) indemnify the R.M. 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 R.M. 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;

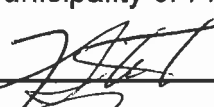
- e) keep and maintain the Land in a good and husbandlike manner and in accordance with all applicable environmental laws and, without limiting the generality of the foregoing, (i) where, during the term of this agreement, the Lessee has, through its use or occupancy of the Land, caused or permitted 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 part acceptable to the R.M. at the Lessee's expense if, in the opinion of the R.M., there is evidence of environmental contamination;
- f) erect and maintain throughout the term of this agreement, at each end of the Land, such signs as the R.M. may direct, to ensure that the general public is adequately warned that the road is closed;
- g) not assign the Lessee's rights under the agreement without the prior written consent of the R.M., the implied provision in Section 13 of The Landlord and Tenant Act, R.S.S. 1978, c L-6, being hereby expressly negated; and
- h) 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 five years, it may be terminated by the R.M. on six month's written notice to the Lessee if the R.M. considers it necessary to provide public access to the Land.
- 4. The Lessee shall ensure public access to the Land when necessary.
- 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.

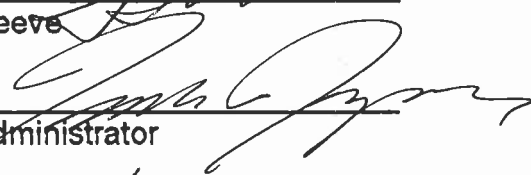
Dated at Paradise Hill, in the Province of Saskatchewan, this 17th day of March, 2005.

Rural Municipality of Frenchman Butte No. 501

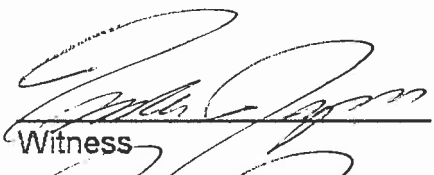
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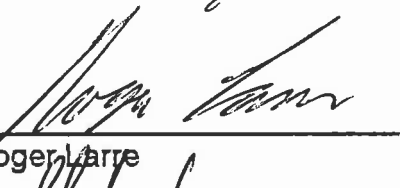
Reeve



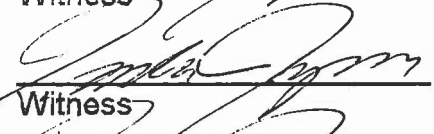
Administrator



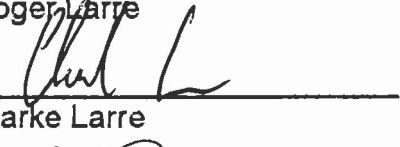
Witness



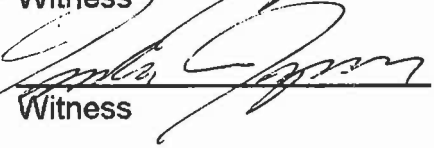
Roger Larre



Witness



Clarke Larre



Witness



Randy Larre


M 11
M 11
CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

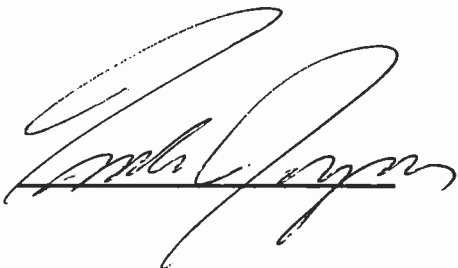
AFFIDAVIT OF EXECUTION

1. Isabelle Jasper of the Village of Paradise Hill, in
the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Roger Larre, Clark Larre, and Randy Larre named in the within agreement who are personally known to me to be the persons named therein, duly sign and execute the same for the purpose named therein.
2. THAT the same was executed at the Village of Paradise Hill, in the Province of Saskatchewan, on the 6th day of May, 2005 and that I am the subscribing witness thereto.
3. THAT I know the said Roger Larre, Clarke Larre and Randy Larree and they are in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Village)
of Paradise Hill, in the Province of)
Saskatchewan, this 6th day of May)
2005.)


A COMMISSIONER FOR OATHS in)
and for the Province of Saskatchewan.)
My commission expires: June 30, 2007)


_____)