

# BYLAW NO. 05-04

## A BYLAW OF THE RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501 TO PROVIDE FOR THE CLOSING AND LEASING OF A MUNICIPAL ROAD.

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


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

South of and adjacent to Section 28-52-22-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.

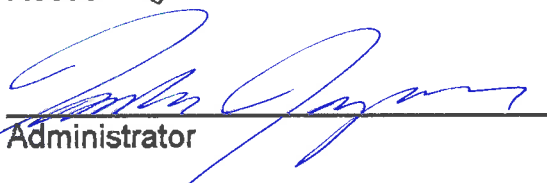
( SEAL )

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator

Certified a true copy of Bylaw No. 05-04 adopted by resolution of Council on the 17<sup>th</sup> day of March, 2005

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator

( SEAL )

08/04 R.M. (5)

## EXHIBIT "A"

### LEASE OF A MUNICIPAL ROAD

This agreement made this 17<sup>th</sup> day of March, 2005

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

and

Wayne Sibley and Jean Sibley, of Box 86,  
St. Walburg, SK S0M 2T0  
("the Lessee");

Whereas the municipal road located at South of and adjacent to Section 28-52-22-W3 ("the Land") is, in the opinion of the R.M., not currently required for use by the general public; 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 1<sup>st</sup> 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 grant 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 17<sup>th</sup> day of March, 2005.

Rural Municipality of Frenchman Butte No. 501

[Signature]  
Reeve

[Signature]  
Administrator

(SEAL)

[Signature]  
Witness

Wayne Sibley  
Wayne Sibley

[Signature]  
Witness

Jean Sibley  
Jean Sibley

[Signature]

CANADA )  
PROVINCE OF SASKATCHEWAN )  
TO WIT: )

**AFFIDAVIT OF EXECUTION**

1. Bery Grant 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 Wayne Sibley and Jean Sibley 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 purposes named therein.
2. THAT the same was executed at the Village of Paradise Hill, in the Province of Saskatchewan, on the 7<sup>th</sup> day of April, 2005 and that I am the subscribing witness thereto.
3. THAT I know the said Wayne Sibley and Jean Sibley 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 7<sup>th</sup> day of April,  
2005. )  
)  
)  
)  
)  
)  
)

[Signature]

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