

BYLAW NO. 07-03

A BYLAW OF THE RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501 TO PROVIDE FOR THE CLOSING AND LEASING OF AN UNDEVELOPED ROAD ALLOWANCE PURSUANT TO SECTION 13(2) OF THE MUNICIPALITIES ACT.

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 public highway, street, road, lane, trail, path, alley or road allowance:

(a) has never been constructed;

(b) if constructed, is not being maintained for use, 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 Section 14-54-24-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.

George L. Lane
Reeve

(SEAL)

[Signature]
Administrator

Read a Third time and adopted
this 10th day of May, 2007.

[Signature]
Administrator

Certified a true copy of Bylaw No. 07-03

George L. Lane
Reeve

(SEAL)

[Signature]
Administrator

EXHIBIT "A"

LEASE OF A MUNICIPAL ROAD

This agreement made in this 10th day of May, 2007.

BETWEEN: The Rural Municipality of Frenchman Butte No. 501 hereinafter called "the Municipality"

-and-

Joe Maier of Box 93, Paradise Hill, Saskatchewan, S0M 2G0 hereinafter called "the Lessee"

Whereas the municipal road located East of Section 14-54-24-W3 ("the Land") has never been constructed, 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 gazing/haying 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 June 1, 2007 and ending on May 31, 2012 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 June in the year for which it is intended;
 - (b) 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 R.M. 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, at each end of the Land, such signs as the Municipality 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 Municipality, the implied provision in Section 13 of The Landlord and Tenant Act, R.S.S. 1978, c. L-6, being hereby expressly negated; and
- (i) use the Land solely for the purpose of grazing/haying 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 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.

Dated at Paradise Hill, in the Province of Saskatchewan, this 10th, day of May, 2007.

Rural Municipality of Frenchman Butte No. 501

George L. Lave
Reeve

(SEAL)

[Signature]
Administrator

[Signature]
Witness

Joe Maier
Joe Maier

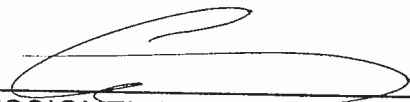
CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, George Petch, of the Village (Town) of
Paradise Hill ^(St. Wolburg), in the Province of Saskatchewan, MAKE OATH AND SAY
AS FOLLOWS:

1. THAT I was personally present and did see Joe Maier named in the within agreement who is personally known to me to be the person named herein, 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 30th day of May, 2007 and that I am the subscribing witness thereto.
3. THAT I know the said Joe Maier and he is 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 30th day of
May, 2007.


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

George Petch

 J.L.