

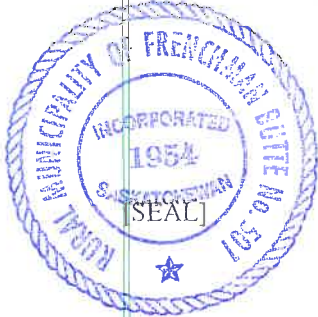
THE RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

BYLAW NO 08/06

A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN AGREEMENT TO PROVIDE NOTICE TO POTENTIAL PURCHASERS REGARDING AN AGRICULTURE DISTRICT CAUTION

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

1. This bylaw shall be referred to as the Agriculture District Caution Agreement Bylaw.
2. In this bylaw:
 - a. "Administrator" shall mean the administrator of the municipality;
 - b. "Council" shall mean the council of the municipality;
 - c. "Head of council" shall mean the reeve of the municipality;
 - d. "Municipality" shall mean the Rural Municipality of Frenchman Butte No. 501;
3. The Rural Municipality of Frenchman Butte No. 501 is hereby authorized to enter into an agreement with Norgrain Farm Ltd. (Principle Mr. Peter Stolniuk) for the purpose stated within the agreement.
4. The agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A".
5. The head of council and the administrator are hereby authorized to sign and execute the agreement described as Exhibit A.



George L. Lane Reeve
Lina M. Douglas Administrator

Read a third time and adopted this 9th day of October, 2008

Lina M. Douglas
Administrator

Certified a true copy of the original.

Reeve

Lina M. Douglas
Administrator

Exhibit "A" Bylaw 08/06

This agreement made this 5th day of November, 20 08.

Between:

Rural Municipality of Frenchman Butte No. 501,
a municipal corporation, continued pursuant to
The Municipalities Act, S.S. 2005, c. M-36.1,
("the Municipality"),

and

Norgrain Farming Corporation, a business
corporation, registered pursuant to *The Business
Corporations Act*, R.S.S. 1978, c. B-10,
("Norgrain").

Whereas Norgrain is the registered owner of that land described as SW 5-54-22 W3 Ext 34, being Surface Parcel 153383889 ("the Land");

And whereas Norgrain has applied to the Community Planning Branch of the Ministry of Municipal Affairs ("Community Planning") for permission to subdivide the Land, in accordance with a Plan of Proposed Subdivision prepared by Michael Waschuk, a Saskatchewan Land Surveyor, and dated August 2, 2007 ("the Plan");

And whereas the Municipality has been asked to provide its comments respecting the proposed subdivision to Community Planning, pursuant to section 12 of The Subdivision Regulations, R.R.S. c. P-13.1, Reg 1 ("the Regulations");

And whereas the proposed subdivision will be for country residential use;

And whereas the adjacent lands are currently used for agricultural purposes;

And whereas there is, as a result, a risk that the use and enjoyment of the Land could be adversely affected by the adjacent agricultural uses;

And whereas the Municipality is nonetheless prepared to support the proposed subdivision, on the condition that Norgrain, and any successors in title, are made aware of the adjacent agricultural uses and the potential for conflicts;

Now therefore this agreement witnesses as follows:

1. Norgrain shall provide to any prospective purchasers of lots in the proposed subdivision, a copy of the Agricultural District Caution attached hereto and marked as Schedule "A", prior to entering into a binding agreement for sale for the property.

2. In consideration of Norgrain agreeing to this, the Municipality will, subject to its comments respecting the other considerations outlined in section 14 of the Regulations, advise Community Planning that it supports the proposed subdivision.

3. This agreement shall run with the land and shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors (including successors in title) and assigns.

4. So as to ensure that future owners of the Land are made aware of the adjacent agricultural uses and the potential for conflicts, the Municipality shall be entitled to register an interest based on this agreement against the title to the Land, pursuant to section 235 of *The Planning and Development Act, 2007*, S.S. 2007, c. P-13.2.

In witness whereof the parties hereto have executed this agreement as of the day and year first above written.



Rural Municipality of Frenchman Butte No. 501

Per: George L. Lane
Reeve

Per: Lina M. Douglas
Administrator

Norgrain Farming Corporation

Per: [Signature] Pres.

Per: _____

(seal)

Schedule "A" Bylaw 08/06

Agricultural District Caution

1. The development is located in a rural area, and in close proximity to agricultural land therefore may be subject to inconvenience or discomfort as a result of agricultural operations.
2. Notwithstanding any residential development which may take place on a parcel and on adjacent parcels, the character of the neighbourhood in which the parcel is located remains that of a rural agricultural area.
3. From time to time, incidents of agricultural operations may affect the enjoyment of the parcel, such incidents including, but not being limited to, the parcel owner and persons resident on or visiting the parcel being exposed to:
 - a. Noise;
 - b. Work Lighting;
 - c. Odor and/or fumes;
 - d. Smoke;
 - e. Chemical residue arising from spray operations;
 - f. Livestock noises and odorand in purchasing the parcel, a purchaser accepts these incidents as being usual and acceptable incidents of residing within the subdivision.
4. As with any other land, the purchase of the parcel entitles the parcel owner, residents of the parcel, and visitors to the use of the parcel only, and to any adjacent public roadway and/or public reserve, and does not entitle any such persons to enter upon, use or trespass upon any land not owned by the parcel owner. In view of the forgoing, a purchaser in purchasing a parcel, further acknowledges that he or she fully understands the dangers associated with entry upon adjacent agricultural lands, which dangers include but are not limited to:
 - a. Hazards associated with agricultural machinery operating or stored on the land;
 - b. Hazards associated with the topography of the land, including unmarked ruts, holes, wells and other excavations;
 - c. Hazards associated with the application of agricultural chemicals to the lands;
 - d. Hazards associated with being in proximity to livestock, including dangers posed by bulls during breeding season, and cows when persons interfere with their young.

Anyone purchasing a parcel assumes a responsibility to educate those persons residing on the parcel, and those persons visiting, about the hazards associated with life in an agricultural neighbourhood.