## **BYLAW NO. 00-04**

A BYLAW OF THE RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501, to provide for the entry, by the Municipality, into an agreement with the FORT PITT MEMORIAL CLUB.

The Council of the Rural Municipality of Frenchman Butte No 501 enacts as follows:

1. That the Municipality enter into an agreement with the Fort Pitt Memorial Club for "In Trust" ownership, by the municipality, of the following property:

All that portion of The North West Quarter of Section 2 Township 54 Range 26 West of the Third Meridian, Saskatchewan

described as follows: Commencing at the South West corner of the Quarter Section; thence Easterly along the Southern boundary of the Quarter Section 990 feet; thence Northerly parallel with the Western boundary of the Quarter Section 792 feet; thence Westerly parallel with the Southern boundary to the Western boundary; thence Southerly along the Western boundary to the point of commencement.

**Except:** All that portion described as follows: Commencing at the South West corner of the Quarter Section; thence Northerly along the Western boundary of the Quarter Section 242 feet; thence Easterly at right angles to the Western boundary 180 feet; thence Southerly parallel with the Western boundary to the Southern boundary of the Quarter Section; thence Westerly along the Southern boundary to the point of commencement.

2. The Reeve and Administrator of the Rural Municipality of Frenchman Butte No. 501 are hereby authorized to sign and execute the attached agreement identified as Exhibit A.

REEVE

(SEAL)

ADMINISTRATOR

Certified a true copy of Bylaw No. 00-04 adopted by resolution of the Council on the 12th day of October, 2000.

REEVE

ADMINISTRATOR

Naus

## "EXHIBIT A"

This Agreement made in duplicate this 12th day of October, 2000:

BETWEEN: Fort Pitt Memorial Club,

of the Postal District of Frenchman Butte.

in the Province of Saskatchewan

Of the First Part.

AND:

The Rural Municipality of Frenchman Butte No. 501

a Municipal Corporation,

in the Province of Saskatchewan.

Of the Second Part.

## WITNESSETH:

WHEREAS the Party of the First Part is the intervening transferor of the following property which they have purchased:

All that portion of The North West Quarter of Section 2 Township 54 Range 26 West of the Third Meridian, Saskatchewan

described as follows: Commencing at the South West corner of the Quarter Section; thence Easterly along the Southern boundary of the Quarter Section 990 feet; thence Northerly parallel with the Western boundary of the Quarter Section 792 feet; thence Westerly parallel with the Southern boundary to the Western boundary; thence Southerly along the Western boundary to the point of commencement.

**Except:** All that portion described as follows: Commencing at the South West corner of the Quarter Section; thence Northerly along the Western boundary of the Quarter Section 242 feet; thence Easterly at right angles to the Western boundary 180 feet; thence Southerly parallel with the Western boundary to the Southern boundary of the Quarter Section; thence Westerly along the Southern boundary to the point of commencement.

AND WHEREAS the said Party of the First Part has deemed it expedient that the said property be transferred to and held in trust by a public body for the use of the community and members of the Fort Pitt Memorial Club.

NOW THEREFORE in consideration of the terms and conditions of this agreement, the parties agree as follows:

1. The said Fort Pitt Memorial Club hereby requests the Rural Municipality of Frenchman Butte No. 501 to accept the transfer of the title to the said property in trust and to hold the said title in trust in the name of the said municipality until such time as the duly elected officers of the Fort Pitt Memorial Club may direct otherwise.

- 2. THE PARTY OF THE SECOND PART hereby agrees to accept the transfer of title to the said property and to hold the said property in trust in the name of the said Municipality until such time as the duly elected representatives of the said Fort Pitt Memorial Club may direct otherwise.
- 3. THE PARTY OF THE FIRST PARTY agrees that no part of the cost of operation of the land or building situated on the aforesaid property shall fall upon the Party of the Second Part and they also agree that their organization shall provide for the maintenance and upkeep of the buildings and facilities situated on the said property; Further, the PARTY OF THE FIRST PARTY shall provide adequate insurance, including a minimum One Million dollars (\$1,000,000.00) liability insurance policy, and copies of the policies are to be deposited at the municipal office.

SIGNED AND SEALED this 12th day of October, 2000.

Witness Rogers

Witness

FORT PITT MEMORIAL CLUB

President /

Secretary 1

(SEAL)

Marity 10.

Administrator

RURAL MUNICIPALITY OF FRENCHMAN BUTTE-NO. 501