

BYLAW NO. 2007-2

Rural Municipality of Montrose No. 315

**A BYLAW TO PROVIDE FOR THE ENTERING INTO AN AGREEMENT FOR THE RIGHT TO EXPLORE FOR AND REMOVE GRAVEL FROM CERTAIN LANDS**

The Council of the Rural Municipality of Montrose No. 315, (the Municipality) in the Province of Saskatchewan, enacts as follows:

The Municipality agrees to enter into an agreement granting it the exclusive and unlimited right to explore for and remove gravel from the following lands:

NW<sup>1</sup>/<sub>4</sub> 31-31-6-W3RD

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

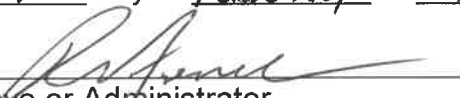


  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator  
Section 8 of *The Municipalities Act*

Read a third time and adopted  
this 9TH day of FEBRUARY, 20 07.

Certified a true copy of bylaw No. 2007-2  
adopted by resolution of council on  
the 9TH day of FEBRUARY 20 07

  
\_\_\_\_\_  
Reeve or Administrator



LEASE AGREEMENT

THIS AGREEMENT MADE THIS 11 DAY OF August, 2016.

BETWEEN:

**CHERYL MARIE BERNDT and LESLIE DAVID BERNDT**  
(the "Landlord")

and

**THE RURAL MUNICIPALITY OF MONTROSE NO. 315**  
(the "Tenant")

**WHEREAS** the Landlord is the owner of the lands and premises described as that fenced-in portion of NW 31-31-6 W3rd, Surface Parcel #146547973, set out in Schedule "A" attached hereto, and which was previously leased to the Tenant pursuant to a lease agreement dated February 3, 2007 (the "**Leased Premises**");

**AND WHEREAS** the Tenant desires to lease the Leased Premises from the Landlord for the purpose of hauling away the gravel, sand, stone and associated products which have previously been removed from the ground and piled at the Leased Premises by the Tenant (the "**Gravel Products**");

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The Landlord hereby leases the Tenant the Leased Premises for use by the Tenant, on an exclusively basis, to remove all the Gravel Products therefrom, or to continue to stockpile the said Gravel Products on the Leased Premises and remove such Gravel Products at a later date. Without limiting the generality of the foregoing, the Landlord grants to the Tenant the exclusive right, privilege, lease and licence to enter upon all or any part of the Leased Premises for such purpose, and grants the Tenant, its employees, agents and representatives, access across such other lands belonging to the Landlord in order for the Tenant to access the Leased Premises and to remove the Gravel Products as necessary.
2. The Tenant shall pay to the Landlord the sum of One Thousand (\$1,000.00) Dollars per year as rent (the "Rent"), payable on the 15<sup>th</sup> day of January in each year of the Term. For purposes of clarity, the Tenant shall not be liable to pay any sums to the Landlord for removal of the Gravel Products from the Leased Premises.
3. The lease hereby granted shall be for a term of one year, commencing on the 1<sup>st</sup> day of January, 2017, and ending on the 31<sup>st</sup> day of December, 2017 (the "Term"). If the Tenant is not in default under any of its obligations hereunder, the Term shall automatically renew on the 1<sup>st</sup> day of each year thereafter, beginning on January 1, 2018, for further one

year terms on the same terms and conditions herein contained until either party provides one year notice in writing to the other party that it does not wish this Lease to renew, such notice to be delivered to the other party on or before December 31 in any given year. To the extent that the Tenant has not removed all Gravel Products excavated, crushed or otherwise processed and located on the Leased Premises at the date of termination of this agreement for any reason, the Tenant shall have up to 365 days from and after the date of termination of this agreement in which to remove such Gravel Products from the Leased Premises.

4. The Landlord hereby acknowledges that the Gravel Products which have been piled and stored on the Leased Premises are the property of the Tenant.
5. The Landlord shall be entitled to allow their cattle into the Leased Premises, but this shall be done at the Landlord's sole risk, and the Tenant shall not in any way be liable for such cattle, or any injury or death thereof. The Landlord shall provide notice to the Tenant that cattle have been allowed onto the Leased Premises by way of a telephone call to the Tenant at least one day prior.
6. The Landlord represents and warrants to the Tenant that they have title to and ownership of the Leased Premises and the right to convey and grant the lease and privileges and rights provided for to the Tenant in this agreement.
7. The Tenant shall have the right to place on the Landlord's Premises all necessary machinery, equipment, vehicles and structures required by the Tenant in connection with the removal of the Gravel Products, but with the full right and obligation to remove such machinery, equipment, vehicles and structures within 365 days after termination of this agreement.
8. The Landlord agrees with the Tenant that he will not sell, transfer, lease, demise, grant, licence or otherwise dispose of any of the Leased Premises or any rights or interest therein to third parties for the purpose of excavating, digging for, acquiring, crushing, processing or removal of gravel products or other similar materials during the term of this agreement or for any other purpose which will or could interfere with the rights granted to the Tenant under this agreement.
9. In this agreement, unless there is something in the subject matter or context inconsistent therewith:
  - (a) words in the singular number include the plural and such words shall be construed as if the plural had been used;
  - (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and

- (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.
10. Any material breach of any of the terms of this agreement by the Tenant which the Tenant shall not cure within 90 days written notice from the Landlord shall entitle the Landlord to terminate this agreement.
  11. The Landlord shall, upon any sale, transfer, assignment or other disposition of any of the Landlord's right, title or interest in the Leased Premises to any person, corporation or other entity, be obligated to transfer and assign this agreement and the Landlord's covenants and conditions herein to such person, corporation or other entity and to cause such person, corporation or other entity to assume the Landlord's obligations hereunder.
  12. It is agreed that this agreement shall be governed by, construed and enforced in accordance with the laws of the Province of Saskatchewan.
  13. This agreement constitutes the entire agreement between the parties and any prior understandings or representations of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.
  14. Any modification of this agreement or any additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing being signed by each party or an authorized representative of each party.
  15. This agreement shall be binding upon the parties hereto and their respective successors, assigns, administrators and executors.

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