

**THE RURAL MUNICIPALITY OF MONTROSE NO. 315**

**BYLAW NO. 2021-08**

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR THE STOCKPILING OF GRAVEL**

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

1. The Rural Municipality of Montrose No. 315, is hereby authorized to enter into an agreement with Glen Kearnan and Alice Kearnan of Delisle, Saskatchewan; for the purpose of stockpiling gravel.
2. The terms of the agreement, to provide for the stockpiling of gravel, shall be defined in the attached Exhibit "A".
3. The Council of the Rural Municipality of Montrose No. 315, hereby authorizes the Reeve and the Administrator to sign and execute Exhibit "A", the Memorandum of Agreement, to provide for the stockpiling of gravel.
4. This Bylaw comes into effect the date of Exhibit "A", June 17, 2021.



  
\_\_\_\_\_  
Reeve

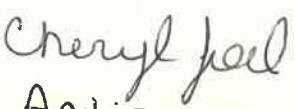
  
\_\_\_\_\_  
Administrator

Read a third time and adopted this ~~17~~ <sup>CS</sup> day of ~~June~~ <sup>July</sup>, 2021  
<sub>CS 15</sub>

  
\_\_\_\_\_  
Administrator



Certified a true copy of Bylaw # 2021-08 adopted by resolution <sup>CS</sup> of Council on July 15, 2021.

  
\_\_\_\_\_  
Acting Administrator

**EXHIBIT "A"**

THIS AGREEMENT made in duplicate this 1<sup>st</sup> day of June, 2021

BETWEEN:

Glen Kearnan and Alice Kearnan  
Box 297  
Delisle, Saskatchewan, S0L 0P0

(hereinafter called "the First Party")

AND:

The Rural Municipality of Montrose No. 315  
Box 129  
Delisle, Saskatchewan, S0L 0P0

(hereinafter called "the Second Party")

WHEREAS the First Party is the owner of the property located on the South West Section 28, Township 33, Range 9, West of the 3<sup>rd</sup> Meridian (hereinafter called "the Property");

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The First Party hereby grants to the Second Party a license and permission to stockpile gravel, on the terms and conditions hereinafter set forth.
2. The term of this license hereby granted commencing June 1, 2021 and is granted for an indefinite period of time, or until the Second Party's determination that, interest in the location is no longer suitable for its intended use.
3. The aforesaid license shall permit the Second Party to enter upon the First Party's said property for the purpose of stockpiling gravel.
4. The Second Party, at its expense, shall provide warning signs if required.
5. It is understood and agreed that the Second Party shall have sole use of the property for the purpose of stockpiling and hauling the gravel out of the said property.
6. The Second Party agrees to pay \$1.00 per year for gravel stockpiled on the property, \$1.00 being paid in January of each year.
7. The Second Party will be solely responsible for and will indemnify and save the First party harmless from and against any and all claims, damages, costs, losses, expenses, actions and suits arising from or as a result of the operations on the property or damage thereto or to the property of any person or persons caused by or arising out of or in connection with directly or indirectly the license hereby.

8. The First Party hereby grants to the Second Party including any person employed or retained by the Second Party access to the said property in a reasonable manner and the Second party agrees to maintain the said access and upon termination or the expiration of this license to restore the said land over which the access has occurred to its previous condition, or as nearly as possible.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their signatures or respective corporate seals, attested to by the hands of their respective officers in that regard, on this the 1<sup>st</sup> day of June, 2021.



Glen Kearnan



Alice Kearnan

Rural Municipality of Montrose No. 315



Reeve



Administrator

**AFFIDAVIT OF EXECUTION**

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

I, Krzysztof Maliszewski, of the Hamlet of Doravon, in the  
(City, Town, Hamlet)  
province of Saskatchewan MAKE OATH AND SAY AS FOLLOWS:

1. THAT I personally present and did see Alex + Alice Kawan named in the within agreement who is personally know to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the Hamlet of Doravon, in  
(City, Town, Hamlet)  
the Province of Saskatchewan, on the 17 day of June, 2021 and that I am the subscribing witness thereto.
3. THAT I know the said Alex + Alice Kawan <sup>they are</sup> and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME in

Doravon, in the Province of  
Saskatchewan, this 17  
day of June, 2021.

  
A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan.

My Commission expires: August 31/23

  
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**EXHIBIT "A"**

THIS AGREEMENT made in duplicate this 1<sup>st</sup> day of June, 2021

BETWEEN:

Glen Kearnan and Alice Kearnan  
Box 297  
Delisle, Saskatchewan, S0L 0P0

(hereinafter called "the First Party")

AND:

The Rural Municipality of Montrose No. 315  
Box 129  
Delisle, Saskatchewan, S0L 0P0

(hereinafter called "the Second Party")

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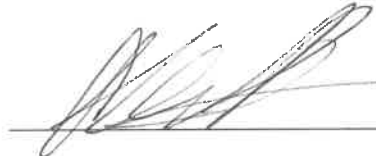
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IN WITNESS WHEREOF the parties hereto have hereunto affixed their signatures or respective corporate seals, attested to by the hands of their respective officers in that regard, on this the 1<sup>st</sup> day of June, 2021.

  
Glen Kearnan

  
Alice Kearnan

Rural Municipality of Montrose No. 315

  
Reeve

  
Administrator

**AFFIDAVIT OF EXECUTION**

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

I, Greg Malinkowski, of the Hamlet of Doxson, in the  
(City, Town, Hamlet)  
province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I personally present and did see Alex + Alice Korman named in the within agreement who is personally know to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the Hamlet of Doxson, in  
(City, Town, Hamlet)  
the Province of Saskatchewan, on the 17 day of June, 2021 and that I am the subscribing witness thereto.
3. THAT I know the said Alex + Alice Korman and he <sup>they are</sup> is in my belief of the full age of 18 years or more.

SWORN BEFORE ME in

Doxson, in the Province of  
Saskatchewan, this 17  
day of June, 2021.

  
A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan.

My Commission expires: August 31/23

  
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