

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2015-22

A BYLAW TO PROVIDE FOR ENTERING INTO A GRAVEL LEASE AGREEMENT WITH WAYNE MICHAEL RAINFORD AND COLLEEN VERA RAINFORD FOR GRAVEL EXTRACTION FROM SE-02-55-24-3 Ext 15

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

1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into Gravel Lease Agreement, attached hereto and forming a part of this bylaw, and identified as "Exhibit A".
2. The Reeve and the Administrator of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".

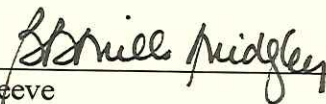
Read a third time and adopted
this 23rd day of July, 2015

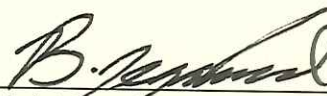



Reeve


Administrator

Certified a true copy of Bylaw No. 2015-22


Reeve


Administrator



"Exhibit A"

GRAVEL LEASE AGREEMENT

Made this 20 day of July, 2015.

BETWEEN:

Wayne Michael Rainford

Colleen Vera Rainford

Box 318 Paradise Hill, Saskatchewan, S0M 2G0

("the Rainfords")

- and -

The Rural Municipality of Frenchman Butte No. 501

Box 180 Paradise Hill, Saskatchewan, S0M 2G0

("the RM")

WHEREAS the Rainfords are the registered owners, as joint tenants, of **SE-02-55-24-3 Ext 15, being Surface Parcel # 164571745, shown on Title # 137873256, attached hereto as Schedule "A" ("the Land")**;

AND WHEREAS the the Rainfords have agreed to grant the RM the exclusive and unlimited right to explore for and remove sand or gravel from the Land;

NOW THEREFORE THIS AGREEMENT WITNESSES, that in consideration of the payments, covenants and conditions herein reserved and contained, as follows:

1. The Rainfords hereby grant to the RM the exclusive and unlimited right as against all parties, including the Rainfords, to enter on the Land and explore for and remove any and all sand or gravel to be found in, upon, or under the Land for a period of four (4) years commencing on January 1, 2015 and ending on December 31, 2018.

2.0 The RM covenants:

- 2.1 That it will pay to the Rainfords by way of royalty for each and every cubic yard of sand or gravel removed from the Land pursuant to the terms of this agreement the following amounts:

- 2.1.1 Four Dollars (\$4.00) per cubic yard of crushed gravel, as determined by measurements taken by the Engineering firm hired by the RM, prior to the removal of any material, and;

- 2.1.2 Four Dollars (\$4.00) per cubic yard of pit run gravel, as determined by measurements taken by the Engineering firm hired by the RM, prior to the removal of any material.

- 2.1.3 Two Dollars (\$2.00) per cubic yard of sand, as determined by measurements taken by the Engineering firm hired by the RM, prior to the removal of any material.

- 2.1.4 Zero Dollars (\$0.00) per cubic yard of sand that remains on the property, and that may be used to reclaim the pit area.

- 2.2 Records of the RM will be open for inspection by the Rainfords or his agent at the office of the RM during regular working hours.

- 2.3 That it will crush a minimum of 30,000 cubic yards of gravel provided the aggregate source is sufficient.

- 2.4 That it will remove sand and gravel in a good and workmanlike manner and will not commit any willful waste upon the Land.

- 2.5 That upon termination of this agreement it will yield up peaceable and quiet possession of the Land, and will insofar as is practicable restore such areas of

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excavation as shall no longer be required by replacement of topsoil so that such areas shall be restored to their former condition as much as is reasonably possible.

- 2.6 That it will conduct its operations in such a manner as to comply with governmental regulations as may be applicable to its operations including restoration of the land and environmental regulations.
- 2.7 That if required by the Rainfords, the RM will construct and maintain a gate at the access to prevent free access for cattle and other livestock to and from the Land. The RM will further maintain the access road to the gravel pit site at its cost, and shall be entitled to upgrade the access road across any low spots.
- 2.8 That it will use the full depth of gravel to a depth where a substratum is evidenced.
- 2.9 That is will pay the Rainfords \$1,000.00 annually beginning January 1, 2019 for a lease to provide access to the crushed aggregate. The RM shall provide the \$1,000.00 annual payment by March 31 of each year to maintain the right to access the stockpiled crushed aggregate.

0 The Rainfords Covenants:

- 3.1 That the RM shall have peaceable and quiet possession of the Land for the purpose of removing therefrom sand or gravel according to the terms of this agreement.
- 3.2 That they have good title to the sand and gravel described in this lease and the right to enter into this lease.
- 3.3 That the RM shall have full liberty and power to erect, construct, occupy, replace, repair and remove all equipment and machinery as may from time to time be necessary for removing the said sand or gravel and shall have the right to remove the same at any time during the term of this agreement to within Twenty Years (20 years) after the expiration or other termination of this agreement.
- 3.4 That they will do all reasonable acts necessary to protect the interest of the RM as herein set forth.
- 3.5 That they will grant to the RM the right to maintain stockpiles of sand or gravel upon the Land and the right of access to the said stockpiles until December 31, 2040.
- 3.6 That they will accept the payment of \$1,000.00 annually from the RM beginning January 1, 2019 to allow the RM the right to access and remove the sand or gravel stockpiles from the Land.

4.0 The parties further covenant and agree:

- 4.1 The RM will indemnify and save harmless the Rainfords from any and all claims for damages arising by reason of the acts of the RM, its workmen, servants or agents, in removing the sand or gravel from the Land.
- 4.2 The Rainfords covenants and agrees to pay all taxes and rates which may be charged in respect of the Land for the term of this agreement including the period of time for which the RM has the right to stockpiles, and the RM will pay all taxes upon or charges solely in respect of the removal of sand or gravel, if any, from the Land.
- 4.3 The RM shall have the right to register an interest on the title to the Land, notifying of its interest pursuant to this agreement.
- 4.4 The RM shall have the right to construct all roads necessary for the transport of sand

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or gravel from the site of its removal, across the Land.

- 4.5 Any notice required to be served pursuant to the terms of this agreement shall be deemed to be served within five (5) days of its having been mailed by prepaid registered post to the party to whom notice is required to be directed at the addresses noted in the opening part of this agreement.
- 4.6 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.
- 4.7 The gravel and pit run gravel is to be used solely by the RM and its residents; not sub-contracted out.
- 4.8 That if, in the final year of this agreement, the arrangements set out in this agreement are mutually beneficial, that they will enter into negotiations and that the RM shall have an equal opportunity to acquire future gravel resources at the above mentioned location.
- 4.9 That the RM is not required to crush the minimum of aggregate as indicated in clause 2.3 of this agreement if the aggregate cannot be crushed into Type 108 Gravel as shown in the following table, Table 4.9.1 "Type 108 Gravel Specifications" with a maximum of 30% reject sand being eliminated.

Table 4.9.1 Type 108 Gravel Specifications

Sieve Designation	Percent by Weight Passing Canadian Metric Sieve Series							
	Type							
	101	102	103	104	105	106	108	109
75.0 mm	100							
50.0 mm	55-85	100						
40.0 mm		63-92						
31.5 mm			100	100				
22.4 mm			63-92	63-92	100	100	100	
18.0 mm					63-92	63-92	63-92	100
5.0 mm	0-40	0-40	0-40	40-70	0-40	0-60	40-70	45-80
2.0 mm	0-25	0-25	0-25	20-45	0-25	0-45	20-45	25-60
400 µm				0-20			0-20	0-30
Fractured Face %	50.0	Minimum						

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IN WITNESS WHEREOF the Rainfords have set their hands the day and year first above written.

SIGNED, AND DELIVERED:

Wayne Rainford
Wayne Michael Rainford

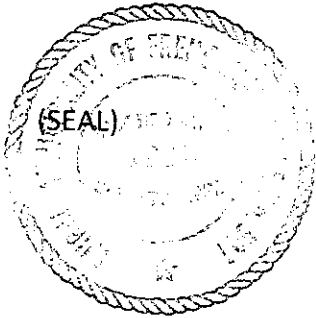
Colleen Rainford
Colleen Vera Rainford

in the Presence of:

Matt Casella
Witness

IN WITNESS WHEREOF the RM has caused its corporate seal to be hereunto affixed, attested by the signatures of the proper officers in its behalf the 23rd day of July, 2015.

R.M. of Frenchman Butte No. 501



Bonnie Bridges
REEVE

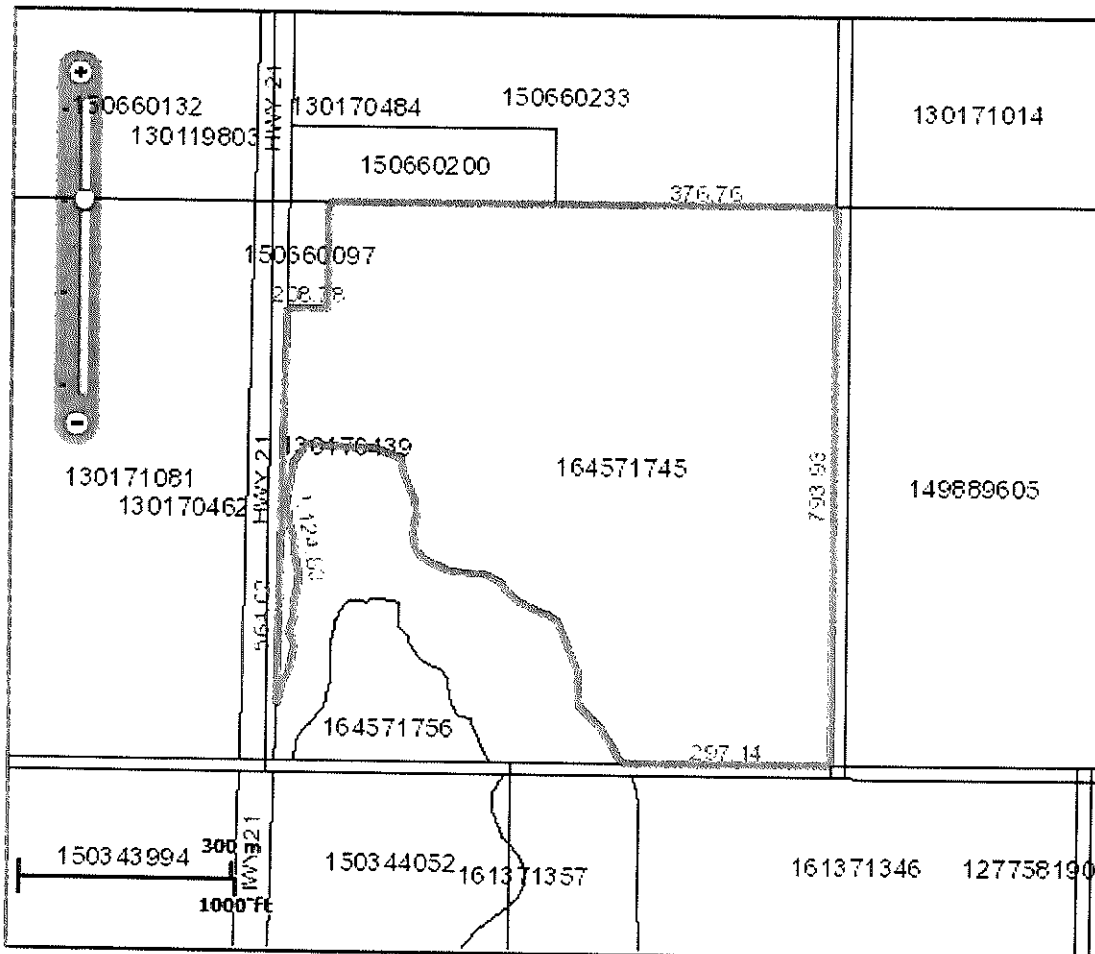
[Signature]
ADMINISTRATOR

R.
W.R.

Schedule "A"

Surface Parcel Number: 164571745

REQUEST DATE: Fri Jul 10 16:23:44 GMT-0600 2015



Scale: 1:18056

Owner Name(s): Rainford, Colleen Vera, Rainford, Wayne Michael

Municipality: RM OF FRENCHMAN BUTTE NO. 501

Area: 47.758 hectares (118.01 acres)

Title Number(s): 137873256

Converted Title Number: 00B17665

Parcel Class: Parcel (Generic)

Ownership Share: 1:1

Land Description: SE 02-55-24-3 Ext 15

Source Quarter Section: SE-02-55-24-3

Commodity/Unit: Not Applicable

Wayne Rainford
Wayne Michael Rainford

Colleen Rainford
Colleen Vera Rainford

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AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA)
 PROVINCE OF SASKATCHEWAN)
 TO WIT)

I, Gail Carntners, of Paradise Hill, SK
MAKE OATH AND SAY:

1. THAT I was personally present and did see Wayne Rainford, who is personally known to me duly sign and execute the same for the purpose named therein.
2. That the same was executed at postal district of the Village of Paradise Hill, in the Province of Saskatchewan and that I am the subscribing witness thereto.
3. That I know the said Wayne Rainford and she/he is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the postal district of Village of Paradise Hill in the Province of Saskatchewan this 20 day of July, 2015

[Signature]
M. Boucde

A Commissioner for Oaths for Saskatchewan.
 My commission expires: Sept 30, 2018

[Signature]

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[Signature]

[Signature]

AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT)

I, Gail Carruthers, of Paradise Hill, SK
MAKE OATH AND SAY:

4. THAT I was personally present and did see Colleen Rainford, who is personally known to me duly sign and execute the same for the purpose named therein.
5. That the same was executed at postal district of the Village of Paradise Hill, in the Province of Saskatchewan and that I am the subscribing witness thereto.
6. That I know the said Colleen Rainford and she/he is in my belief of the full age of eighteen years.

WORN BEFORE ME at the postal district of Village of Paradise Hill in the Province of Saskatchewan this 20 day of July, 2015

[Signature]

[Signature]

A Commissioner for Oaths for Saskatchewan.
My commission expires: Sept 30, 2018.

Gail Carruthers

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[Signature]

[Signature]