

**R.M. OF FRENCHMAN BUTTE NO. 501**

**BYLAW NO 2023-03**

**A BYLAW TO PROVIDE FOR ENTERING INTO A LAND LEASE  
INDENTURE WITH THE 501 UTILITY AUTHORITY INC.**

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 a Land Lease Indenture with the 501 Utility Authority Inc.
2. The Land Lease Indenture is attached and forms a part of this bylaw, identified as "Exhibit A".
3. The Deputy Reeve and the Chief Administrative Officer 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 22<sup>nd</sup> day of February 2023.



  
Reeve

  
Chief Administrative Officer

**501 UTILITY AUTHORITY INC. LAND LEASE INDENTURE**

This INDENTURE made effective, this 31<sup>st</sup> day of December 2020,

BETWEEN:

**Rural Municipality of Frenchman Butte No. 501**

PO Box 180  
Paradise Hill, SK S0M 2G0  
[administrator.rm501@sasktel.net](mailto:administrator.rm501@sasktel.net)  
[hereinafter called 'The Lessor']

and the

**501 Utility Authority Inc.**

PO Box 285  
Paradise Hill, SK S0M 2G0  
[admin@501utility.ca](mailto:admin@501utility.ca)  
[hereinafter called 'The Lessee']

**LEASE**

**WHEREAS** the Lessor is the owner of the Lands of those land listed in Schedule A attached hereto [the 'Lands' or the 'Leased Premises'];

**AND WHEREAS** the Lessor is a party to the 501 Utility Authority Inc. Multi-Municipality Wastewater Management Agreement dated November 30, 2018 [the 'Agreement'];

**AND WHEREAS** it is a requirement of the Agreement that the Lessor provide a lease of the Lands to the Lessee for the use as a pump station incidental to the operations contemplated in the Agreement;

**IN CONSIDERATION** of the rents, covenants, and agreements provided on the part of the Lessee, and the consideration provided by the Lessee pursuant to the Agreement, the Lessor leases to the Lessee for use and occupation as a pump station for wastewater from the Lessor, the Leased Premises.

**TERM**

**TO HAVE AND TO HOLD** the premises for a term of Ninety-nine [99] years to be computed from the 1<sup>st</sup> day of January 2021 to and including the 31<sup>st</sup> day of December, 3019 ['The Initial Term'] both days inclusive and paying annually unto the Lessor the Rent as hereinafter set out on July 31 of each tenancy year and continuing on the anniversary date of the lease until such time as the lease is terminated.

RENT calculation – the Parties acknowledge and agree that the yearly Rent is to be Zero Dollars per tenancy year.

**THE LESSEE CONVENANTS WITH THE LESSOR:**

**RENT**

1. To pay rent as required in this lease.

**UTILITIES**

2. To pay all business tax, electric current, natural gas, telephone charges, water, sewer, and any other costs with respect to the Leased Premises.

**REPAIR**

3. To keep the Leased Premises and improvements thereon in a reasonable state of repair.

**NOTICE TO LESSOR**

4. To give the Lessor immediate notice of any accident or defect in the water pipes, gas pipes, sewer pipes, electric, or other wires or any other matter that affects the safety of the Leased Premises or that might reasonably affect the safety of neighbouring properties. The Lessee shall be responsible for any repair, maintenance, or upkeep of any of such services.

**NO ALTERATIONS**

5. Not to make any alterations or additions to the Leased Premises or the Lands, including but not limited to altering drainage, without the Lessor's written consent.

**NO NUISANCE**

6. Not to do or permit to be done on the premises which:
  - a. May cause a nuisance, violate any law or enactment, or by which the fire insurance on the building will be increased, any increase to be borne by the Lessee; and
  - b. May require environmental remediation, including but not limited to the use of hazardous substances and fuels, and in the case that environmental remediation is required, the cost of remediation to be borne by the Lessee, regardless of this lease being continued in force.

**TERMINATION**

7. This Lease will terminate in the event of dissolution of the Lessee or the withdrawal from the Agreement by the Lessor in accordance with Article 8 of the Agreement.



## INSURANCE

8. The Lessee agrees to obtain content insurance for the term of the lease and provide confirmation to the Lessor. The Lessee will provide proof to the Lessor from time to time as requested, that it has liability insurance in place to at least Two Million [\$2,000,000.00] Dollars, that names the Lessor as a loss payable.

## LIABILITY

9. To save the Lessor harmless and to indemnify the Lessor against any claim of any nature or kind resultant from the Lessee's use of the property, or any use made or permitted by the Lessee's employees, agents, customers, or any such claim connected to the property during the currency of this lease.

The Parties hereto shall execute such documents or assurances as may be necessary for the purposes of giving effect to the intent of this Agreement.

This Indenture shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns and supersedes any previous agreements.


**IN WITNESS WHEREOF** the Municipality and the Utility have hereunto executed this agreement.

**RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501**

  
Tom Hougham, Reeve

  
Allison Roschker, Chief Administrative Officer

**501 UTILITY AUTHORITY INC.**

  
Nancy Schneider, Chairperson

  
Merle Bielecki, Vice Chairperson

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BETWEEN:

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**501 Utility Authority Inc.**

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Tom Hougham, Reeve

  
Allison Roschker, Chief Administrative Officer

**501 UTILITY AUTHORITY INC.**

  
Nancy Schneider, Chairperson

  
Merle Bielecki, Vice Chairperson



EXHIBIT A – RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

LEGAL DESCRIPTION OF LANDS WITH MAP

Parcel B, Plan 84B02482 Ext. 0

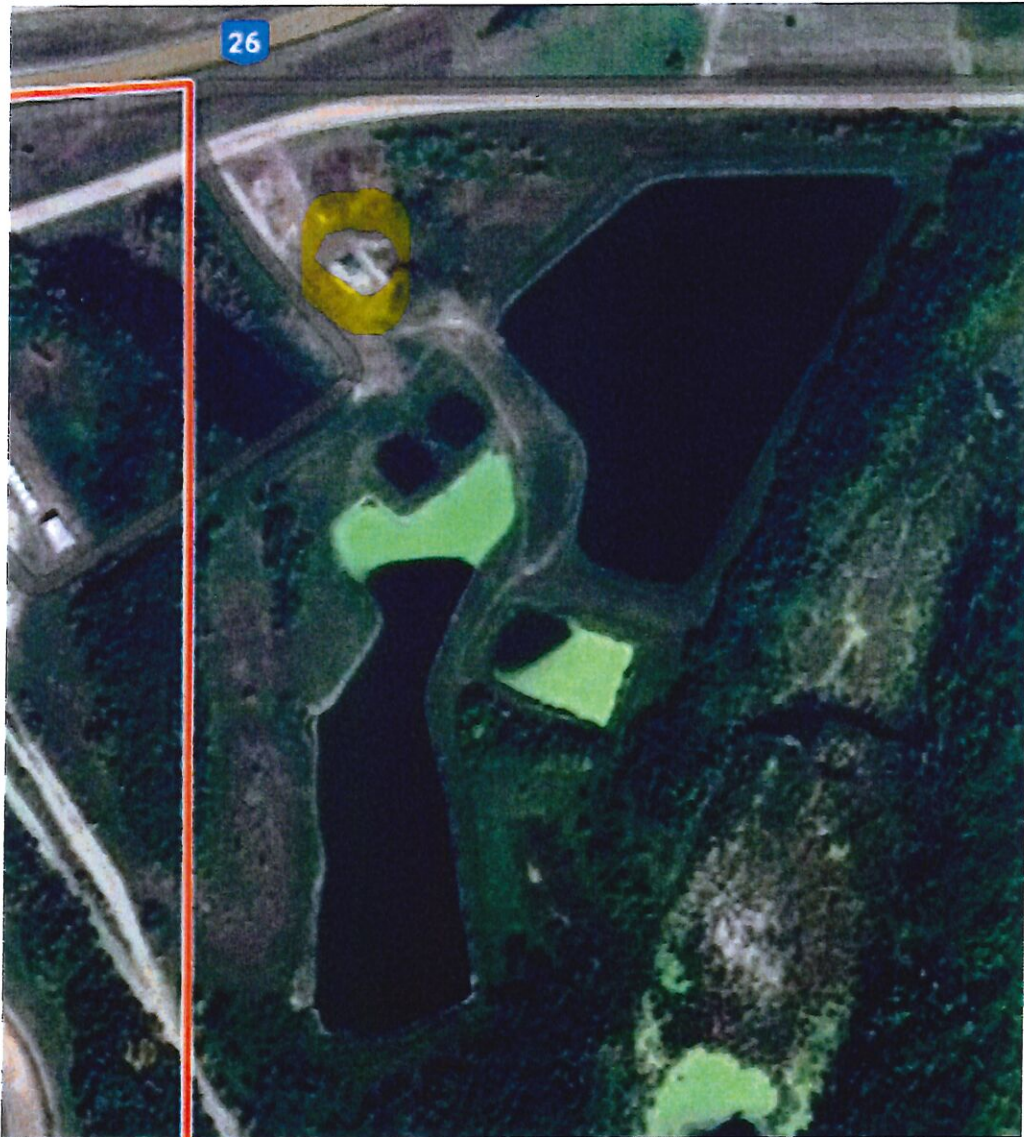


*[Handwritten signature]*



EXHIBIT B – TOWN OF ST. WALBURG  
LEGAL DESCRIPTION OF LANDS WITH MAP

BLK/PAR C-PLAN 85B17789 EXT 1  
SE 04-54-22 W3



*AKL* *AKL*



EXHIBIT C – VILLAGE OF PARADISE HILL  
LEGAL DESCRIPTION OF LANDS WITH MAP

Parcel ER1, Plan 101877127, Ext. 0



*Stitt* *AK*