

BYLAW NO. 1/1988

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE R. M. OF MILDEN NO. 286 AND THE R. M. OF FERTILE VALLEY NO. 285 FOR THE PURPOSE OF CONSTRUCTING A JOINT COMMUNITY WELL.

The council of the Rural Municipality of Harris No. 316 in the Province of Saskatchewan, enacts as follows:

- 1. The Rural Municipality of Harris No. 316 is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw, and identified as 'Exhibit A', with the R. M. of Milden No.286 and the R. M. of Fertile Valley No. 285, for the purposes stated within the agreement.
- 2. The Reeve and Administrator of the Rural Municipality of Harris No. 316 are hereby authorized to sign and execute the attached agreement identified as 'Exhibit A'.
- 3. This bylaw shall come into force and take effect on the day of the final passing thereof.



Leo N. Lemuel
 _____ Reeve

[Signature]
 _____ Admin.

Certified a true and correct copy of Bylaw No. 1/1988, passed by resolution of council on the 5th day of December, 1988

Leo N. Lemuel
 ----- Reeve

[Signature]
 ----- Admin.



EXHIBIT A

THIS AGREEMENT made the eighth day of February, A.D. 1989

BETWEEN:

THE RURAL MUNICIPALITY OF MILDEN NO. 286,
a Rural Municipality duly formed under the laws of
the Province of Saskatchewan,

(Hereinafter referred to as "Milden")

AND:

THE RURAL MUNICIPALITY OF HARRIS NO. 316,
a Rural Municipality duly formed under the laws of
the Province of Saskatchewan,

(Hereinafter referred to as "Harris")

AND:

THE RURAL MUNICIPALITY OF FERTILE VALLEY NO. 285,
a Rural Municipality duly formed under the laws of
the Province of Saskatchewan,

(Hereinafter referred to as "Valley")

WHEREAS the parties have agreed to construct a well for
their mutual benefit and the benefit of their residents;

NOW THEREFORE in consideration of the terms and
conditions contained herein, and for other good and valuable
consideration, the receipt and sufficiency of which is
acknowledged, the parties agree as follows:

1. The Parties agree to jointly develop a well (the "well")
on the property legally described as the South East Quarter,
Section 3, Township 31, Range 11, West of the Third Meridian.
2. The well shall be constructed by such person or persons as
are agreed by the Parties hereto.
3. All costs of construction, maintenance, capital costs,
clean up and other expenses of any kind whatsoever relating to the
well shall be shared equally by the Parties.
4. All revenues received with respect to the well shall be
shared equally among the Parties.
5. It is agreed that day-to-day management of the well shall
be the responsibility of Milden.
6. Milden shall prepare, within thirty (30) days at the end
of each calendar year, a statement of revenues and expenses,
including its charges for day-to-day management. Milden shall set
off each Party's share of revenues against their share of expenses,
and shall forward a cheque, or account, as the case may be, to the
other Parties. The other Parties shall pay any amount that is
outstanding within 60 days of such account.
7. Each Party shall be fully responsible for all costs,
charges and expenses caused by its waste or negligence, or the waste
or the negligence of its employees, servants, or agents.
8. It is agreed that this Agreement is not to be construed as
forming a partnership among the Parties hereto.
9. Each Party shall do all deeds and execute all documents as
are necessary to fulfill this Agreement. Without limiting the
foregoing, Milden shall be empowered to execute on behalf of the
Parties all documents necessary for the day-to-day management of
the well.

10. (a) This Agreement shall not be terminated unless the unanimous consent of the Parties is first obtained, or unless one or more of the Parties hereto is in breach of any term hereof.

(b) Notwithstanding subsection (a), this Agreement shall not be terminated for breach of any term hereof until the defaulting Party has been given written notice of default by at least one of the non-defaulting Parties. If the defaulting Party fails to remedy such default within ten (10) days of receiving the notice, the other Parties may declare the Agreement to be at an end, or, at the other Parties' option, may continue the Agreement between themselves only, and this Agreement shall be deemed amended accordingly.

11. The Parties shall ensure that liability insurance is obtained respecting the well and property, in such amount as may be agreed by the Parties. The owner of the property (if such property is not owned by one of the Parties hereto) shall be named as a co-insured on any insurance policy. In the event that the owner can not be named as co-insured under an insurance policy each of Mildren, Harris and Valley agree, jointly and severally, to indemnify and save harmless the owner of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with any activities carried on by the users of the well site or by any of the Parties hereto, their servants or agents in, under or upon the well property.

IN WITNESS WHEREFOF Mildren, Harris and Valley have hereunto set their respective corporate seals attested to by the hands of their respective proper officers in that behalf the day and year first above written.



THE RURAL MUNICIPALITY OF MILDREN NO. 286

Barry A. Dolan

Barry A. Dolan, Reeve

W. Lehmkuhl

Wendy Lehmkuhl, Administrator



THE RURAL MUNICIPALITY OF HARRIS NO. 316

Leo Genest

Leo Genest, Reeve

Jim Angus

Jim Angus, Administrator

THE RURAL MUNICIPALITY OF FERTILE VALLEY
NO. 285

(CORP SEAL)

Fred Lemon

Fred Lemon, Reeve

Doug McAulay

Doug McAulay, Administrator

EASEMENT AGREEMENT

THIS AGREEMENT effective the 31 day of MARCH, A.D. 1989

BETWEEN:

IAN McPHADDEN, of Milden, Saskatchewan

(hereinafter called "the Grantor")
OF THE FIRST PART

AND:

THE RURAL MUNICIPALITY OF MILDEN NO. 286, a
Rural Municipality duly formed under the laws
of the Province of Saskatchewan,

(hereinafter called "Milden")
OF THE SECOND PART

AND:

THE RURAL MUNICIPALITY OF HARRIS NO. 316, a
Rural Municipality duly formed under the laws
of the Province of Saskatchewan,

(hereinafter called "Harris")
OF THE THIRD PART

AND:

THE RURAL MUNICIPALITY OF FERTILE VALLEY NO.
285, a Rural Municipality duly formed under
the laws of the Province of Saskatchewan,

(hereinafter called "Valley")
OF THE FOURTH PART

WHEREAS the Grantor is the registered owner of certain
lands legally described as the South East Quarter, Section 3,
Township 31, Range 11, West of the Third Meridian, (hereinafter
called "the lands");

AND WHEREAS each of Milden, Harris and Valley
(collectively referred to as "the Grantee") have entered into an
agreement to provide a well on a portion of the lands for the use
of their residents (hereinafter referred to as "the Well
Agreement");

W.L.
F.L. Red
W.G.M.
D.
S.J.

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the Grantor, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. The Grantee and its lawful successors and assigns is hereby granted the right of entry to the portion of the lands specified in Schedule "A" (hereinafter referred to as "the easement lands"), and the license, liberty, privilege and easement for the preparation, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and/or repair of a well site, together with service road.

2. The Grantee shall have and hold this grant of Easement with all rights, powers, privileges and appurtenances thereto appertaining for a period of 20 years from the date first above written, provided however, that should each of Milden, Harris and Valley or their successors or assigns notify the Grantor in writing that they wish to terminate this Agreement, it is hereby agreed that the parties shall each be released from any rights or obligations arising from this Easement Agreement. This Agreement shall be terminated only upon the unanimous approval of Milden, Harris and Valley and if a lesser number of parties ceases to be a Party to the Well Agreement, this Agreement shall continue in full force and effect as among the Grantor and the remaining parties to the Well Agreement.

3. If the Grantee is not in default in respect of any of covenants and conditions contained in this Easement at the date of expiration of the term of 20 years hereinbefore mentioned, then this Easement shall be renewable for a further period of 20 years from the said date. Such extended term shall be subject to all the provisions hereof, including this provision for renewal.

4. Upon abandonment of the well and the notice thereof provided pursuant to clause 2 of this Agreement, the Grantee shall cause it to be plugged and all excavations in connection therewith

to be filled in, all in compliance with the laws and regulations of Saskatchewan. Furthermore, the Grantee shall restore the lands to the same condition, so far as it is practicable so to do, as the same were prior to the entry thereon, and the use thereof by the Grantee, and both parties agree to execute any documentation required to discharge or remove the Easement referred to herein.

5. The Grantee shall, during the continuance of this Easement, erect upon the boundaries of the well site and roadway proper fences if so required by the Grantor and the Grantee shall, if required by the Grantors, enclose and keep enclosed all openings or excavations made in connection with the well with proper fences to prevent livestock from falling thereinto.

6. In the use of the right and privileges hereby granted, the Grantee shall replace all fences that it has removed for its purposes and repair all fences it has damaged and if so required by the Grantor, provide proper livestock guards or gates at any point of entrance on the demised premises used by it and, if gates are installed, shall cause the same to be closed upon its use thereof.

7. The Grantee agrees to indemnify and save harmless the Grantor from any increase in taxes or other assessments arising as a result of the works undertaken by the Grantee on the easement lands.

8. The Grantee shall pay all taxes, rates and assessments that may be assessed or levied in respect to machinery, equipment, structures or works placed by the Grantee in, on or under the easement lands.

9. The Grantee shall indemnify and save harmless the Grantor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with any activities carried on by the users of the well site or the Grantee, its servants or agents in, under or upon the easement lands.

10. The Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hinderance, molestation, interruption on the part of the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor.

11. All notices to be given hereunder may be hand delivered or by registered letter addressed as follows:

(a) To Ian McPhadden:
General Delivery
Milden, Saskatchewan
S0L 2L0

(B) To the Grantee
c/o The R.M. of Milden No. 286
Box 160
Milden, Saskatchewan
S0L 2L0

or to such other address as the parties may from time to time in writing advise. Any such notice, if mailed, shall be deemed to have been received 4 days following mailing.

12. This agreement shall not nor shall anything herein contained affect or prejudice the Grantee's statutory rights to acquire the said lands or any other portion or portions of the lands of the Grantor under the provisions of laws or right of expropriation, which rights may be exercised at the Grantee's discretion including by way of example in the event of the Grantor being unable or unwilling for any reason to perform this agreement.

13. The Grantor will, if so required by the Grantee, execute such further and other documents of title in respect of the said Easement or lands as may be requisite for the registration of this Easement.

14. This Easement is, and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to

the benefit of, the heirs, executors, administrators, successors, and assigns of the parties; and wherever the singular or masculine is used, it shall be considered as if the plural or the feminine or the neuter, as the case may be, had been used, where the context of the party or the parties hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary have been made.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal this 13th day of March, A.D. 1989.

SIGNED, SEALED AND DELIVERED
by IAN McPHADDEN in the presence
of:

W. Ian McPhadden
IAN McPHADDEN

[Signature]
Witness

IN WITNESS WHEREOF the Rural Municipality of Mildren No. 286 has, by its proper officers, executed this Agreement this 8th day of March, A.D. 1989.



THE RURAL MUNICIPALITY OF MILDREN NO. 286

Per: [Signature]

Per: [Signature]

IN WITNESS WHEREOF the Rural Municipality of Harris No. 316 has, by its proper officers, executed this Agreement this 22nd day of MARCH, A.D. 1989.



THE RURAL MUNICIPALITY OF HARRIS NO. 316

Per: [Signature]

Per: [Signature]

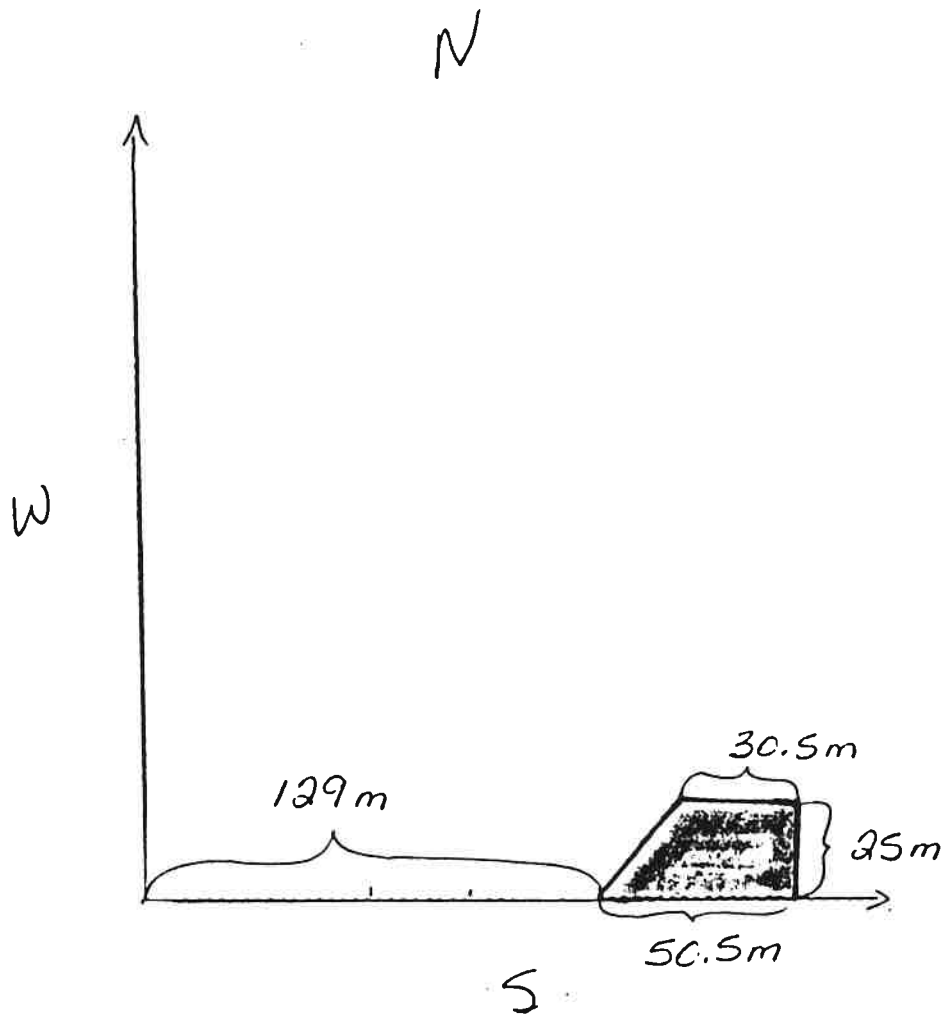
IN WITNESS WHEREOF the Rural Municipality of Fertile Valley No. 285 has, by its proper officers, executed this Agreement this 21 day of March, A.D. 1989.

(corp. seal)

THE RURAL MUNICIPALITY OF FERTILE VALLEY
NO. 285

Per: Fred Lemon

Per: Wayne McAuley



SE - 03 - 31 - 11 W of 3.

area to be covered by easement.

C A N A D A)
)
PROVINCE OF SASKATCHEWAN)
)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, *Grant Jensen*, of the *Village of Mildern*, in the Province of Saskatchewan, MAKE OATH AND SAY:

1. THAT I was personally present and did see IAN McPHADDEN named in the within agreement, who is personally known 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 *MILDEN*, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

3. THAT I known the said IAN McPHADDEN and he is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the *VILLAGE* of)
MILDEN, in the Province)
of Saskatchewan, this *31* day)
of *MARCH*, A.D. 1989)



W. L. Lankau)
A COMMISSIONER FOR OATHS in and)
for the Province of Saskatchewan.)
My commission expires *Dec 31, 1992*.)
OR)
Being a Solicitor.)

C A N A D A
PROVINCE OF SASKATCHEWAN
T O W I T :

AFFIDAVIT

I, IAN McPHADDEN, of Milden, Saskatchewan, MAKE OATH AND SAY
AS FOLLOWS:

1. THAT I am the Grantor named in the within Agreement, and
I say that no part of the land is my homestead, or has
been my homestead at any time.

SWORN BEFORE ME at the ^{VILLAGE} of)
MILDEN , in the Province of)
Saskatchewan, this 31 day of)
MARCH , A.D. 1989.)

W. Lehmkupf)

A COMMISSIONER FOR OATHS in and)
for the Province of Saskatchewan.)
BEING A SOLICITOR, OR Dec 31/1992 .)
My Commission expires:)

W. Ian McPhadden