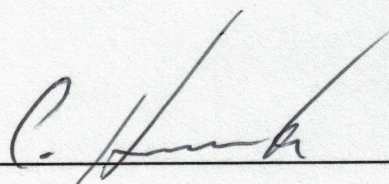


BYLAW NO. 34/01

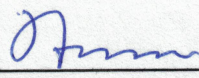
A BYLAW TO PROVIDE FOR THE CLOSING AND LEASING OF
CERTAIN ROADS PURSUANT TO SECTION 197 OF THE
RURAL MUNICIPALITY ACT, 1989

The Council of the Rural Municipality of Kelvington No. 366, in the Province of Saskatchewan enacts as follows:

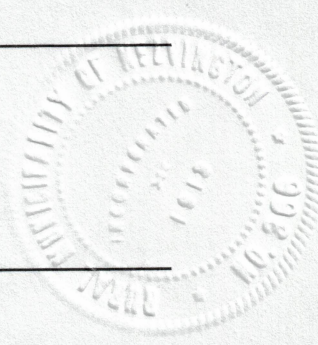
Subject to the consent of the Minister of Highways and Transportation, the Rural Municipality of Kelvington No. 366, agrees to lease the roadway described as N.N.E. 34 - 39 - 11 - W2 (½ mile) to Maurice and Linda Patenaude of Kelvington, Saskatchewan, according to the terms and conditions as set out in the agreement marked as exhibit "A" which is attached to and forms part of this bylaw.



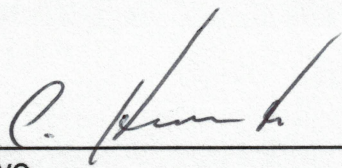
Reeve



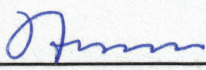
Administrator



Certified a true copy of Bylaw
No. 34/01 adopted by resolution
of Council on the 12th day of
October, 2001.



Reeve



Administrator

EXHIBIT "A"

LEASE PART OF ROADWAY IN A RURAL MUNICIPALITY

This Agreement made in duplicate this 12th day of October, 2001.

BETWEEN

THE RURAL MUNICIPALITY OF KELVINGTON NO. 366,
hereinafter called "The Municipality", of the first part
and

MAURICE & LINDA PATENAUDE of Kelvington, Saskatchewan, farmers,
hereinafter called the "Lessee", of the second part.

WHEREAS the minister has agreed to allow the municipality to lease to the said Lessee, subject to the terms and conditions hereinafter set forth.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In consideration of the premises and of the rents, covenants and agreements herein reserved and contained on the part of the lessee, the municipality hereby leases the said highway to the said lessee for a term of five (5) years to be computed from October 1, 2001 and from thenceforth next ensuing and fully to be complete and ended on September 30, 2006, unless sooner terminated in the manner hereinafter provided.
2. The Lessee covenants and agrees with the Municipality to:
 - (a) pay a rental charge of \$ 50.00 for the said term, such amount payable upon the signing of this agreement;
 - (b) keep indemnified and save harmless the Municipality against all claims of every nature whatsoever for damages arising out of leasing of the said highway to the lessee, or out of his use of same, including all costs incurred in defending any action which may be brought against the municipality with respect to any such claim;
 - (c) erect and maintain throughout the period of this lease suitable signs at each end of the said highway bearing the words "no thoroughfare" or such other wording as the municipality may in writing from time to time direct;
 - (d) take such measures as the council may from time to time in writing direct for the control and elimination of the said highway of noxious weeds as defined by or pursuant to The Noxious Weeds Act;
 - (e) that he will not assign this lease or sublet any portion of the said highway, the implied provisio contained in section 13 of The Landlord and Tenants Act being hereby expressly negated;
 - (f) that the lessee further covenants that he will use the said portion of the highway only for the purpose of grazing livestock.
3. Notwithstanding that this lease extends for a term certain of five years, it may be terminated at any time by either party giving to the other not less than one year's prior notice in writing of such termination.
4. Provisio for re-entry by the municipality on non-performance of any of the covenants on the part of the lessee herein contained and by him to be performed.

