

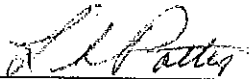
THE RURAL MUNICIPALITY OF GULL LAKE NO. 139  
BYLAW NO. 81-03

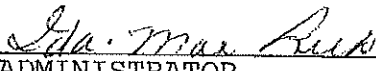
A BYLAW TO AUTHORIZE ENTERING INTO AN LAND LEASE AND WATER USE AGREEMENT WITH THE TOWN OF GULL LAKE, THE R.M. OF CARMICHAEL NO. 109 AND THE R.M. OF WEBB NO. 138 FOR THE PURPOSE OF DEVELOPING AND OPERATING A RAW WATER TANK LOADING FACILITY.

The Council of the Rural Municipality of Gull Lake No. 139, in the Province of Saskatchewan, enacts as follows:

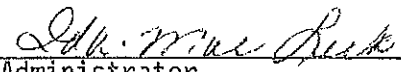
1. The Rural Municipality of Gull Lake No. 139 is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, and identified as "Exhibit A", with the Town of Gull Lake, the Rural Municipality of Webb No. 138 and the Rural Municipality of Carmichael No. 109, for the purpose of developing and operating a raw water tank loading facility on Lot 1 Block 107 in the Town of Gull Lake.
2. The Reeve and Administrator are hereby authorized to sign and execute the attached agreement, identified as "Exhibit A".

(seal)

  
\_\_\_\_\_  
REEVE

  
\_\_\_\_\_  
ADMINISTRATOR

Certified a true copy passed by  
resolution of council on the  
4th. day of March 2003.

  
\_\_\_\_\_  
Administrator

## LAND LEASE AND WATER USE AGREEMENT

**BETWEEN: THE TOWN OF GULL LAKE**, in the province of Saskatchewan  
(Hereinafter referred to as the "Town")

**AND: THE RURAL MUNICIPALITY OF CARMICHAEL No. 109**  
**THE RURAL MUNICIPALITY OF WEBB No. 138**  
**THE RURAL MUNICIPALITY OF GULL LAKE No. 139**  
all in the province of Saskatchewan  
(Hereinafter referred to as the "Municipalities")

Whereas the Town owns Lot One (1) of Block One hundred and Seven (107), Plan G3447, in the townsite of Gull Lake and the raw water supply pipeline adjacent to Lot 1, Block 107;

Whereas the Municipalities desire to enter into a long term lease on a portion of Lot 1, Block 107 in the townsite of Gull Lake for the purpose of developing a raw water loading tank facility thereon, with raw water being acquired from the Town's raw water pipeline adjacent to Block 107;

In consideration of the mutual covenants herein contained, the parties agree as follows:

1.
  - a. The Town agrees to lease to the Municipalities that portion of Lot 1, Block 107, Plan G3447, as shown on the appendix "A", attached hereto, described as follows:
    - i. commencing at the Northwest corner of Lot 1 to a point 150 feet east along Grey Street
    - ii. commencing at the Northwest corner of Lot 1 to a point 112 feet south along Proton Avenue
  - b. The term of the lease shall be twenty five (25) years at a fee of one dollar (\$1.00) per year, and shall be considered for renewal upon maturity of each 25 years.
2.
  - a. The Town agrees to sell water to the municipalities at a rate of four dollars (\$4.00) per thousand (1,000) gallons for a period of five years commencing on the date the water services hook up is completed.
  - b. Following the five year period as per 2 a., the minimum monthly charge (raw water rates) set and determined from time to time by Bylaw #8-2001, as amended from time to time, and the product of the number of gallons consumed by the municipalities in a given month (through the particular connection) in excess of the number of gallons for which the council has set the minimum monthly charge, multiplied by the charge for each thousand gallon consumed, in accordance with the raw water rates set and determined by Bylaw #8-2001 of the Town, as amended from time to time.

3. The Town agrees to permit the Municipalities to set the rate for the sale of water from this facility to the users of the facility and to collect and use said fees.
4.
  - a. The Town assumes responsibility for the installation of the raw water line, from the Town's raw water main to the most westerly property line of Block 107, and for the cost of one, 5/8" water meter and curb stop. The Municipalities agree to pay for the difference on the curb stop and meter from the standard 5/8" to the 2" system installed.
  - b. The Municipalities agree to install and maintain in satisfactory working condition, an approved backflow prevention device on the two inch service line.
5. The Municipalities hereby covenant and agree to pay to the Town all expenses incurred by the Town in repairing any damage to the raw waterline, occurring during, or as a result of the installation, repair, maintenance or removal of the connections, whether caused by the negligence of the Municipalities, their agents, or otherwise.
6. The Municipalities further covenants and agrees that they shall indemnify and save harmless the Town from all suits, claims, demands and actions of any kind, to which the Town shall or may become liable, in respect of any damage, occurring during or as a result of the installation, repair, maintenance and removal of the connections, whether caused by the negligence of the Municipalities, their agents, or otherwise.
7. The Municipalities hereby acknowledge that the Town does not represent or warrant that the water supplied under this Agreement shall be of any particular quality, or suitable for any particular purpose. The Municipalities further covenant and agree that they shall not bring any suit, claim, demand or other action of any kind against the Town, with respect to the quality or suitability for any particular purpose of the water supplied under this Agreement. The Municipalities further covenant and agree that they will indemnify and save harmless the Town from all suits, claim, demands and actions of any kind to which the Town shall, or may become liable for, in respect of the quality or suitability for any particular purpose, of the water supplied under this Agreement.
8. The Municipalities hereby acknowledge that the Town does not represent or warrant that breaks in the raw water line shall be repaired within a particular length of time after the breaks occur, and the Municipalities hereby covenant and agree that they shall not bring any suit, claim, demand or other action of any kind against the Town, in respect of any delay or disruption in supply of water under this Agreement, whether caused by any wrongful act, neglect or default on the part of the Town, or any of its agents, employees or servants, or otherwise.

9. The Municipalities hereby covenant and agree that they will not bring any suit, demand or action of any kind against the Town in respect of any flooding of water supplied under this Agreement, whether caused by any wrongful act, neglect or default on the part of the Town, or any of its agents, employees or servants, or otherwise. The Municipalities further covenant and agree that they will indemnify and save harmless the Town from all fines, suits, claims, demands and actions of any kind for which the Town shall, or may become liable, in respect of any flooding of the water supplied under this Agreement.
  
10.
  - a. The Municipalities hereby covenant and agree not to consume water, for each connection to the said raw water line, in excess of amounts during given periods of time, as determined from time to time by bylaw of the council of the Town.
  
  - b. The Town's present water allocation at the source is as follows:
    - WR 165 - south water supply at Five (5) Mile Dam
      - allocation granted to the Town is 58 ac. ft.
    - GW 1790 - 200 mm dia. X 55 meter well adjacent to Five (5) Mile Dam
      - allocation 30 ac. ft.
    - total firm draft from south - 88 ac. ft.
  
11. The Town may terminate this Agreement by giving six (6) months notice in writing to the Municipalities.
  - a. Water restrictions and discussion with regard to water consumption would take place prior to possible termination of this agreement.
  
12. Nothing herein contained shall constitute a right on the part of the Municipalities to demand or receive water at any particular time, or in any given amount, for any particular purpose, and the Town shall be under no obligation to store water for the use of the Municipalities. In the event an interruption in the supply of water occurs, the Town shall be under no obligation to deliver water to the Municipalities by any other means.
  
13. The Municipalities agree to comply with all Federal, Provincial, and Local Government regulations relating to the consumption of water from a municipal distribution system, and to obtain all required approvals and permits as may be required from the various governmental departments.
  
14. Each party shall do all such things and execute all such documents as may be necessary to carry out the provisions of this Agreement.
  
15. The terms "Municipalities" and "Town" shall include their executors, administrators and assigns. The singular and the masculine shall include the plural and the feminine where the context so requires.

IN WITNESS WHEREOF, the Municipalities and the Town, have caused its corporate seals to be hereunto affixed attested by the signatures of its proper officers in their behalf this 19<sup>th</sup> day of FEBRUARY, 2003.

**Rural Municipality of Carmichael No. 109**

SEAL

Howard J. W. ...  
Reeve

[Signature]  
Administrator

**Rural Municipality of Webb No. 138**

SEAL

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

**Rural Municipality of Gull Lake No. 139**

SEAL

[Signature]  
Reeve

[Signature]  
Administrator

**Town of Gull Lake**

SEAL

[Signature]  
Mayor

[Signature]  
Administrator

IN WITNESS WHEREOF, the Municipalities and the Town, have caused its corporate seals to be hereunto affixed attested by the signatures of its proper officers in their behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**Rural Municipality of Carmichael No. 109**

SEAL

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

**Rural Municipality of Webb No. 138**

SEAL

\_\_\_\_\_  
Reeve

*John Jensen*

\_\_\_\_\_  
Administrator

*Donald R. Holey*

**Rural Municipality of Gull Lake No. 139**

SEAL

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

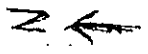
**Town of Gull Lake**

SEAL

\_\_\_\_\_  
Mayor

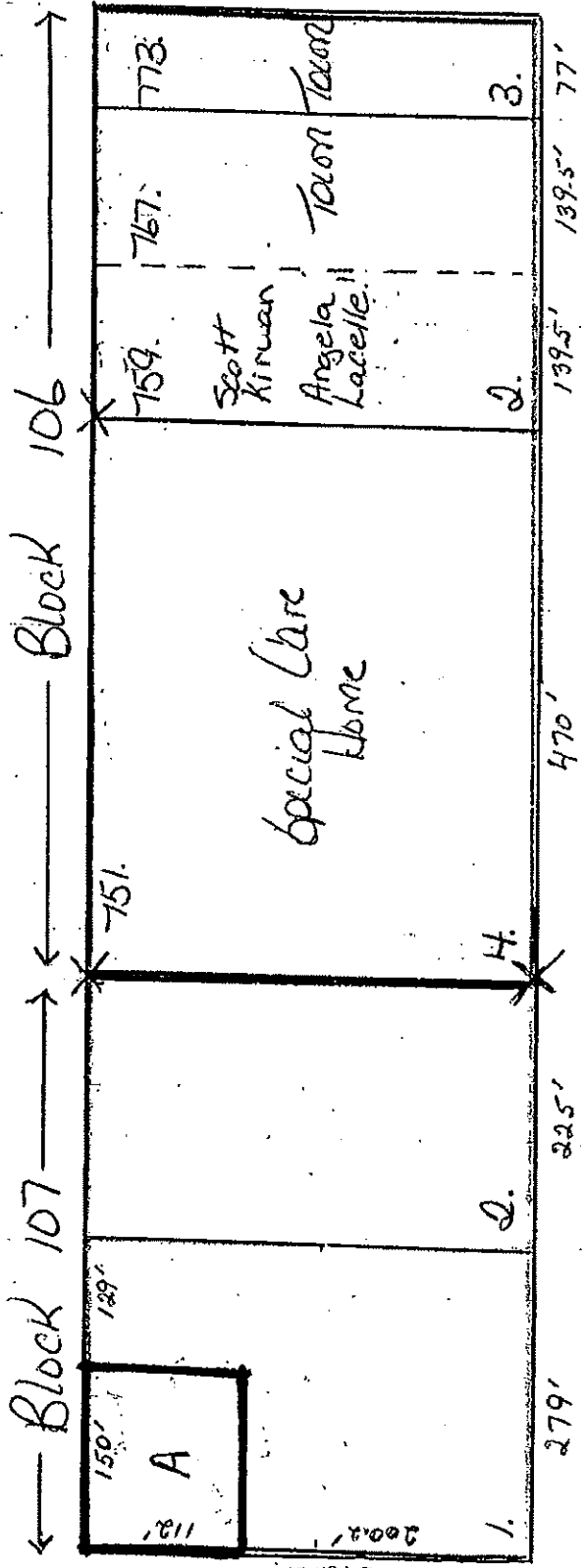
\_\_\_\_\_  
Administrator

Blocks 106 - 107



APPENDIX "A"  
LAND LEASE AND WATER USE AGREEMENT.

Grey St.



A - REPRESENTS AREA LEASED BY MUNICIPALITIES