

BYLAW NO. 88.2

A BYLAW OF THE RURAL MUNICIPALITY OF ABERDEEN NO. 373 IN THE PROVINCE OF SASKATCHEWAN FOR THE PURPOSES OF PROVIDING AN EASEMENT AGREEMENT

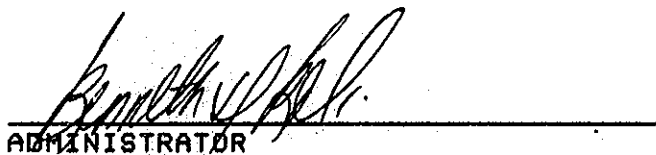
The Council of the Rural Municipality of Aberdeen No. 373 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Aberdeen No. 373 is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, and identified as "SCHEDULE A", with the Village of Aberdeen, for the purposes stated within the agreement.
2. The Reeve and the Administrator of the Rural Municipality of Aberdeen No. 373 are hereby authorized to sign and execute the attached agreement, identified as "SCHEDULE A"
3. This bylaw shall have force and effect on the date of mutual signing of the attached agreement.



REEVE

S E A L

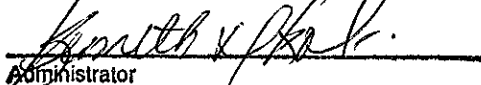


ADMINISTRATOR

Certified a true copy of Bylaw No. 88.2

Adopted by Resolution No. 88-118 of Council

on the 1st day of JUNE 19 88



Administrator

"SCHEDULE A"

THIS AGREEMENT MADE IN DUPLICATE THIS 1ST DAY OF JUNE, 1988.

BETWEEN: THE RURAL MUNICIPALITY OF ABERDEEN #373  
- hereinafter referred to as "The Grantor",

AND: THE VILLAGE OF ABERDEEN  
- hereinafter referred to as "The Grantee".

WHEREAS the Grantor is the registered owner of land legally described as: The most easterly 17 feet in perpendicular width throughout of the NE 01 39 03 West of the Third Meridian, and at a point commencing 557.74 feet south of the northwestern corner of the SW 05 39 02 West of the Third Meridian thence southeasterly and parallel to the C.N.R. railway right of way, shown as registered plan No. G2093 to the eastern boundary of the of the said quarter section, thence southerly and along the eastern boundary 105.34 feet, thence northwesterly and parallel to the said C.N.R. right of way to the western boundary, thence north and along the western boundary to the point of commencement, shown as registered Plan No. 2912 in the Land Title Office in Saskatoon, Saskatchewan, which land shall hereinafter be referred to as "the said land".

AND WHEREAS the Grantee wishes to construct and operate various works to secure proper drainage in the Village of Aberdeen in order to avoid flooding of the said Village and damages thereby caused which said works shall consist of a drainage ditch as described on engineering drawings numbered 112-703 and 112-704 attached hereto as Exhibit "A", which said drainage is to be located on the said land and such drainage ditch described in Exhibit "A" is to be referred to hereafter as "the works".

AND WHEREAS the said works shall, when constructed pass through the said land owned by the Grantor,

AND WHEREAS the Grantor and Grantee wish to have construction and operation of the said works proceed:

In consideration of the payment by the Grantee to the Grantor of the sum of one (\$1.00) dollar receipt of which is by the Grantor hereby acknowledged and in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. The Grantor grants to the Grantee the full right and liberty to forever operate, maintain, repair, replace, renew or remove a drainage ditch on the said land and to enter upon the said land for any of the aforesaid purposes either by itself or through its agents, servants and employees together with maintenance machinery and equipment, and further grants to the Grantee the full right of passage of water through the said drainage ditch, as described on Schedule A.

2. The Grantee shall bear the cost of any necessary normal maintenance and repair on said land which are attributable in whole or in part to the construction and operation of the works. The Grantor shall bear the costs of normal maintenance and repair which are attributable to the construction and operation of works of the Grantor.

3. Except in cases of emergency, the Grantee shall notify the Grantor in writing by ordinary mail at least one week in advance of any planned maintenance work by the Grantee. In cases of emergency no notice shall be required.

4. The Grantor shall not erect or place any fence, building or structure of any kind, shall not pile or place any stones, rocks rubbish or other thing, and shall not store, park or leave any vehicles or equipment on the said land, without the consent of the Grantee.

5. The Grantee indemnifies and saves harmless the Grantor from and against all direct loss, damage, injury, and compensation directly attributable in whole or in part to the said works or any work done as described in this agreement, except to the extent that such loss, damage, injury, and compensation is caused by the negligence of the Grantor or its employees or agents.

6. This agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither this agreement or any right, interest or privilege hereunder is subject to any assignment or lease without first having obtained the written consent of the Grantor and/or Grantee.

7. The Grantee shall be entitled to register a caveat against the property of the Grantor and the Land Titles Office for the Saskatoon Land Titles District pursuant to this agreement.

8. This agreement inures to the benefit of and is binding upon the parties hereto and their respective successors and assigns. Neither this agreement or any right, interest or privilege hereunder is subject to any assignment or lease without first having obtained the written consent of the Grantor and/or Grantee.

IN WITNESS WHEREOF the Grantor and Grantee have hereunto affixed their corporate seals, attested to by their proper signing officers, the day and the year first written above.

For the Grantor: THE RURAL MUNICIPALITY OF ABERDEEN #373

*J. J. Thessier*

Reeve

(seal)

*Bernice L. ...*

Administrator

For the Grantee:

THE VILLAGE OF ABERDEEN

*Alvin ...*

Mayor

(seal)

*Shelley ...*

Administrator