

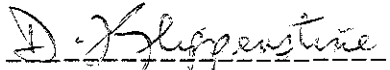
BYLAW NO. 7/91

A BYLAW OF THE TOWN OF LUMSDEN TO PROVIDE FOR THE  
ENTERING INTO OF AN AGREEMENT FOR THE SUPPLY OF  
WATER TO A CERTAIN PROPERTY

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The Council of the Town of Lumsden in the Province of  
Saskatchewan enacts as follows:

1. The Town of Lumsden is hereby authorized to enter into an agreement with John Arthur Jameson and Sheila Yvonne Jameson for the purpose of providing an agreement for the supply of water to Legal Subdivision 8 of Section 11, in Township 19, in Range 21, West of the Second Meridian, the terms of which are attached hereto and form part of this bylaw.
2. The Mayor and Town Administrator for the Town of Lumsden are hereby authorized and empowered to sign the said agreement on behalf of the said Town and affix thereto the corporate seal of the Town.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Town Administrator

Certified a true copy  
of Bylaw No. 7/91 passed  
by resolution of Council  
on the *28* day of *OCTOBER*  
1991

  
\_\_\_\_\_  
Town Administrator

THIS AGREEMENT made this 28 day of October, 1991.

**BETWEEN:**

THE TOWN OF LUMSDEN, in the Province of  
Saskatchewan,

(hereinafter referred to as the "Town")

PARTY OF THE FIRST PART

**AND:**

JOHN ARTHUR JAMESON and SHEILA YVONNE JAMESON,  
both of the R. M. of Lumsden No. 189, in the Province  
of Saskatchewan,

(hereinafter referred to as the "Jamesons")

PARTY OF THE SECOND PART

**WHEREAS:**

The Town is currently in the process of developing a well and water distribution facility in and upon L.S.D. 8, Section 11, Township 19, Range 21, West of the Second Meridian, including the connection thereof to an existing water storage reservoir of the Town, (such works and any related thereto hereinafter called "the Lumsden Well") and;

Saskatchewan Water Corporation has issued an Approval to Construct Works ("Approval") containing Conditions and Special Conditions including those relating to the duties and obligations of the Town to any prior existing ground water user including the Jamesons and;

The Town and Jamesons are desirous of entering into an agreement setting out certain rights, duties and obligations of the Town and Jamesons related to the Lumsden Well and the aforesaid Conditions and Special Conditions;

**NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. The parties agree that the preamble to this Agreement shall be incorporated into this Agreement and shall form and constitute a substantive portion thereof.
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2. The Town hereby undertakes, promises and agrees at its sole cost and expense:

- a. to establish a permanent observation network including the Jameson well in Legal Subdivision 4 of Section 12 in the aforesaid Township and Range, and to monitor such network and well weekly or as otherwise required by the Saskatchewan Water Corporation;
  - b. should the Jameson well fail for any reason (other than failure of the mechanical components and equipment of the said well) and such failure is a result of the pumping or other activity related to the Lumsden Well, the Town will either, at its choice:
    - i. replace the Jameson well by drilling, completing and developing another well on the Jameson Legal Subdivision capable of supplying water of at least the quality and quantity of that presently supplied by the Jameson well and connecting the same to the Jamesons domestic service or;
    - ii. connect the Jamesons' domestic service to the Lumsden Well or the pipeline connecting the same to the said water storage reservoir and allow the Jamesons, without charge, access to and use of water of at least the quality and quantity of that presently supplied by the Jameson well.
  - c. upon completion of either alternatives established by subparagraph b. hereof to restore the surface of the Jameson lands to their original state and condition and until the connection to the Jamesons' domestic service is completed, to deliver into their yard on an as required basis a supply of water suitable for domestic purposes and safe for human consumption.
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3. The parties acknowledge and agree that nothing in this Agreement is intended to nor does it relieve the Town from compliance with the Conditions and Special Conditions of the Approval issued by the Saskatchewan Water Corporation to the Town dated September 18, 1991 nor from the provisions of The Water Corporation Act and Regulations thereunder (as may from time to time be amended).

4. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors successors and assigns.

IN WITNESS WHEREOF the Town has hereunto set its seal duly attested to by the hands of its proper officers in that behalf and the Jamesons have hereunto set their respective hands and seals as at the day and year first above written.

THE TOWN OF LUMSDEN

PER: D. Klippenstein Mayor

PER: [Signature] Town Admin

[Signature]  
JOHN ARTHUR JAMESON

SIGNED, SEALED AND DELIVERED )  
by the said )  
JOHN ARTHUR JAMESON )  
[Signature] )  
Witness

SIGNED, SEALED AND DELIVERED )  
by the said )  
SHEILA YVONNE JAMESON )  
[Signature] )  
Witness

[Signature]  
SHEILA YVONNE JAMESON