

Gravel Purchase for Municipal Reserve

GLEN ALLYN DOW
of Rivercourse, in the Province of Saskatchewan
(hereinafter referred to as "*Landowner*")

OF THE FIRST PART

- and -

THE RURAL MUNICIPALITY OF WILTON No.472
a municipal corporation under the laws
of the Province of Saskatchewan
(hereinafter referred to as the "*Municipality*")

OF THE SECOND PART

GRAVEL LEASE AGREEMENT

WHEREAS the Landowner is the registered owner in **FEE SIMPLE** of the land legally described as:

SW Sec 24 Twp 45 Rge 28 W3 Extension 14
As described on Certificate of Title 81B12355, description
(hereinafter referred to as the "**Property**")

AND WHEREAS the Landowner is the owner of the gravel situate upon or under the lands;

AND WHEREAS Landowner wishes to lease the Property to the Municipality and the Municipality wishes to lease the Property from the Landowner for the purpose of allowing the Municipality to explore, exploit, mine and remove the Gravel from the Property;

1.2 The division of this Agreement into articles and paragraphs, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 All references to any party shall be read with such changes in number and gender as the context hereof or reference thereof shall require.

1.4 All statements of or references to dollar amounts in this Agreement shall mean lawful money of Canada.

ARTICLE 2 PURCHASE AND SALE

2.1 The Landowner and the Municipality agree that the estimated quantities and qualities of gravel that exist in the subject property obtained by test holes and identified by the County of Vermilion River GPS system as outlined in attached Schedule "A" is approximately One Hundred and Fifty Nine Thousand Five Hundred (159,500) cubic yards.

2.2 The Landowner agrees to sell to the Municipality and the Municipality agrees to purchase One Hundred and Thirty Five Thousand (135,000) cubic yards of the gravel found within the property, upon the terms and conditions of this Agreement.

2.3 Subject to the terms and conditions herein contained, the Landowner shall sell, transfer and assign to the Municipality all of its rights, title, and interest with respect to the gravel quantities as set out in Article 2.2 herein free and clear of all mortgages, debentures, liens, charges, trusts, and encumbrances as of and from the date of this Agreement.

2.4 In the event that suitable gravel reserves are available in excess of the quantities herein identified, the Landowner agrees to provide the Municipality the right-of-first-refusal to purchase the excess gravel, under terms and conditions set out in a subsequent agreement.

ARTICLE 3
PURCHASE PRICE

3.1 The purchase price for the Gravel set out in Article 2.2 herein shall be **Two Dollars and Twenty Five Cents (\$2.25) per cubic yard.**

3.2 Payment of the purchase price shall be made in the following installments:

\$ 101, 250 by January 31, 2011.

\$ 101, 250 by January 31, 2012.

\$ 100, 250 by January 31, 2013.

and shall be couriered by the Municipality to the financial institution of the Landowner's choice.

ARTICLE 4
MEASUREMENT OF QUANTITIES

4.1 Any Gravel mined and removed from the Property by the Municipality, shall be measured by the Municipality so as to determine the quantity of such Gravel, with the measurement to be recorded by the Municipality; all to be completed in accordance with Article 4.2, Article 4.3, Article 4.4, Article 4.5 and Article 4.6 herein.