

BYLAW NO. 5/19

RURAL MUNICIPALITY OF MEADOW LAKE #588

A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF A MUNICIPAL ROAD OR STREET.

The Council of the Rural Municipality of Meadow Lake #588, (the Municipality) in the Province of Saskatchewan, enacts as follows:

1. Subject to the consent of the Minister of Highways and Infrastructure, the Municipality, agrees to close and transfer the municipal road or street described as:

1. SW-17-61-15-3 Plan AV295 Ext 1 As described on COT NT65
2. SE-17-61-15-3 Plan AV295 Ext 1 As described on COT NT65
3. SW-16-61-15-3 Plan AV295 Ext 1 As described on COT NT65
4. SE-16-61-15-3 Plan AV295 Ext 1 As described on COT NT65

on the terms and conditions set out in the agreement marked as Exhibit "A" which is attached to and forms part of this bylaw.

(seal)



[Signature]
Chief Administrative Officer

Read a first time this 12th day of September, 2019
Read a second time on 15th Day of October, 2019
Read a third time and adopted on 15th Day of October, 2019

Certified a true copy of 5/19 Bylaw
as passed by resolution of Council on

Oct 15/19
[Signature]
Administrator

EXHIBIT "A"**AGREEMENT TO CLOSE AND SELL (TRANSFER) ALL OR PART OF
A MUNICIPAL ROAD /STREET**

This agreement made this 10th day of September, 2019.

Between:

The Rural Municipality of Meadow Lake #588
("the Municipality")

And

David Urwin
of Meadow Lake , Saskatchewan
("the Purchaser")

Whereas the municipal road located Through the south portion of SW-17-61-15-W3 and SE-17-61-15-W3 and SW-16-61-15-W3 ("the Road") is no longer required for use by the traveling public, and

Whereas the Purchaser is desirous of acquiring the road or street and the municipality is prepared to close and transfer the same to the Purchaser, pursuant to section 13 *The Municipalities Act*, and

Whereas the Minister of Highways and Infrastructure has agreed to allow the municipality to close and transfer the road or street to the Purchaser, subject to the terms and conditions hereinafter set forth.

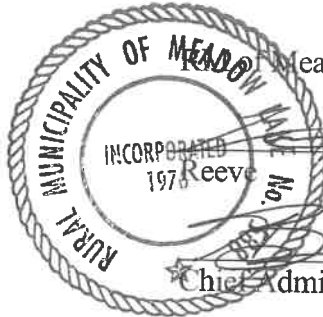
Now therefore the parties agree as follows:

1. The Municipality agrees to sell and the Purchaser agrees to buy the road or street.
2. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
3. The Purchaser agrees to accept the road or street in its present condition.
4. The Purchaser agrees to save harmless and keep indemnified the Municipality and the Crown in right of Saskatchewan or either of them from and against any future expenses, damages, claims, demands or judgments concerning this road or street.
5. The Municipality covenants and agrees with the Purchaser to:
 - a) incur all costs to convey title to the land and may require a review for intended land use by Community Planning;

- b) consolidate the land with the adjacent existing title at the Municipalities expense;
 - c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and
6. The Purchaser covenants and agrees with the Municipality to:
- a) erect and maintain throughout the term of this agreement, at each end of the road or street, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the road or street is closed.
7. (a) Any closing and transfer pursuant to this agreement is subject to the condition that, if the Crown or a Crown utility corporation in right of Saskatchewan or the Municipality requests the return of the road or street for use by the public as a municipal road or street or for the purposes of a public utility or municipal utility, the road or street, or any interest in the road or street that is necessary to enable the Crown in right of Saskatchewan or a Crown utility or the Municipality to fulfill the purpose on which its request is based, must be returned to the Crown in right of Saskatchewan, without compensation.
- (b) Clause 6(a) pertains only if the land has not become part of a subdivision pursuant to *The Planning & Development Act, 2007*.
 - (c) All costs associated with registering an interest pursuant to Section 6 shall be borne by the Purchaser.
8. The Purchaser shall, without charge, grant utility line easements as may be required by the Saskatchewan Power Corporation, Sask Energy and Saskatchewan Telecommunications for any existing lines.

Dated at Meadow Lake, in the Province of Saskatchewan, this 15th
day of October, 2019.

(SEAL)



Meadow Lake #588

[Handwritten Signature]

Chief Administrative Officer

[Handwritten Signature]

Witness

[Handwritten Signature]

David Urwin

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Samatha Schmidt, of the City of Meadow Lake in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see David Urwin named in the within agreement who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the City of Meadow Lake in the Province of Saskatchewan, on the 10 day of September, 2019 and that I am the subscribing witness thereto.

3. THAT I know the said David Urwin is in my belief the full age of 18 years or more.

SWORN BEFORE ME at the Town)
of Meadow Lake, in the Province)
of Saskatchewan, this 10 day)
of September, 2019.)

Barbara Halper)

A COMMISSIONER FOR OATHS in and)
for the Province of Saskatchewan.)

My commission expires: September 30, 2021
or Being a Solicitor.

Samatha Schmidt)

Witness

EXHIBIT "A"

**AGREEMENT TO CLOSE AND SELL (TRANSFER) ALL OR PART OF
A MUNICIPAL ROAD /STREET**

This agreement made this 3RD day of September, 201~~8~~⁹.

Between:

The Rural Municipality of Meadow Lake #588
("the Municipality")

And

Nelson E and Viola Marie Shrigley
of Medicine Hat, Alberta
("the Purchaser")

Whereas the municipal road located Through the south portion of SE-16-61-15-W3 ("the Road") is no longer required for use by the traveling public, and

Whereas the Purchaser is desirous of acquiring the road or street and the municipality is prepared to close and transfer the same to the Purchaser, pursuant to section 13 *The Municipalities Act*, and

Whereas the Minister of Highways and Infrastructure has agreed to allow the municipality to close and transfer the road or street to the Purchaser, subject to the terms and conditions hereinafter set forth.

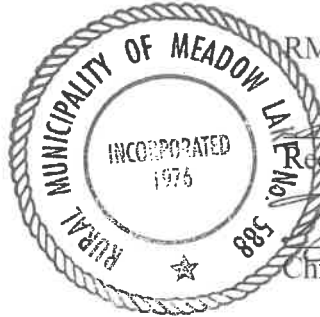
Now therefore the parties agree as follows:

8. The Municipality agrees to sell and the Purchaser agrees to buy the road or street.
9. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
10. The Purchaser agrees to accept the road or street in its present condition.
11. The Purchaser agrees to save harmless and keep indemnified the Municipality and the Crown in right of Saskatchewan or either of them from and against any future expenses, damages, claims, demands or judgments concerning this road or street.
12. The Municipality covenants and agrees with the Purchaser to:
 - a) incur all costs to convey title to the land and may require a review for intended land use by Community Planning;
 - b) consolidate the land with the adjacent existing title at the Municipalities expense;

- c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and
13. The Purchaser covenants and agrees with the Municipality to:
- a) erect and maintain throughout the term of this agreement, at each end of the road or street, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the road or street is closed.
14. (a) Any closing and transfer pursuant to this agreement is subject to the condition that, if the Crown or a Crown utility corporation in right of Saskatchewan or the Municipality requests the return of the road or street for use by the public as a municipal road or street or for the purposes of a public utility or municipal utility, the road or street, or any interest in the road or street that is necessary to enable the Crown in right of Saskatchewan or a Crown utility or the Municipality to fulfill the purpose on which its request is based, must be returned to the Crown in right of Saskatchewan, without compensation.
- (b) Clause 6(a) pertains only if the land has not become part of a subdivision pursuant to *The Planning & Development Act, 2007*.
 - (c) All costs associated with registering an interest pursuant to Section 6 shall be borne by the Purchaser.
8. The Purchaser shall, without charge, grant utility line easements as may be required by the Saskatchewan Power Corporation, Sask Energy and Saskatchewan Telecommunications for any existing lines.

Dated at Meadow Lake, in the Province of Saskatchewan, this 3rd day of September, 2019.

(SEAL)



RM of Meadow Lake #588

Nelson E. Shrigley
Reeve

[Signature]
Chief Administrative Officer

[Signature]
Witness

Nelson E. Shrigley
Nelson E. Shrigley

[Signature]
Witness

Viola Marie Shrigley
Viola Marie Shrigley

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, GINA BERNIER, of the CITY of MEADOW LAKE, in the Province of SASKATCHEWAN, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Nelson and Viola Shrigley named in the within agreement who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the CITY OF MEADOW LAKE, in the Province of SASKATCHEWAN, on the 3RD day of SEPTEMBER, 2019 and that I am the subscribing witness thereto.

3. THAT I know the said Nelson and Viola Shrigley is in my belief the full age of 18 years or more.

SWORN BEFORE ME at the CITY Town of Meadow Lake, in the Province of Saskatchewan, this 3RD day of September, 2019.

Barbara Galper

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.

My commission expires: September 30, 2021
~~or Being a Solicitor.~~

[Signature]

Witness

My Map

Tue Sep 10 2019 09:52:05 AM

