

Bylaw #1/18 Being a Bylaw to Close a Road – NE-15-59-19-W3 & Portion of SE-22-59-19-W3

BYLAW NO. 1/18

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:

Original Road Allowance 112 Twp 59-Rge 19-W3 Meridian adjacent to NE-15-59-19-W3 and part of LS16-Sec 15-59-19-W3 and part of Original Road allowance 118 adjacent to SE-22-59-19-W3

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)



Read a first time this 12th day of February, 2018
Read a second time on 12th Day of March, 2018
Read a third time and adopted on 12th Day of March, 2018

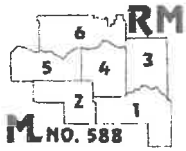


Exhibit "A" of Bylaw #1/18

EXHIBIT "A"

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

This agreement made this 12th day of March, 2018.

Between:

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

And

William Glen Tatro and Colleen May Tatro
of Meadow Lake , Saskatchewan
("the Purchaser")

Whereas the municipal road located East of NE-15-59-19-W3 and East portion of SE-22-59-19-W3 ("the Road") is no longer required for use by the traveling public, and

Whereas access to other lands is not eliminated by this agreement; 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 Purchaser shall transfer that portion of NE-15-59-19-W3 and LS 16 Section 15-59-19-W3 and south portion of SE-22-59-19-W3 as noted on Proposed Plan if Survey dated January 2018 #LS170669 attached to this agreement, in lieu of the monetary value of the road to the Municipality.
3. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
4. The Purchaser agrees to accept the road or street in its present condition. The Purchaser agrees to save harmless and keep indemnified the Municipality and the Crown in

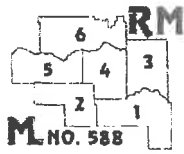


Exhibit "A" of Bylaw #1/18

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.

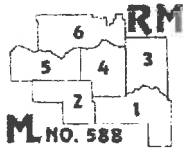


Exhibit "A" of Bylaw #1/18

Dated at Meadow Lake, in the Province of Saskatchewan, this 12th
day of March, 2018.

(SEAL)



RM of Meadow Lake #588

Reeve

Chief Administrative Officer

Barbara Galge

Witness

William Glen Tatro

Purchaser – William Glen Tatro

Barbara Galge

Witness

Colleen May Tatro

Purchaser – Colleen May Tatro

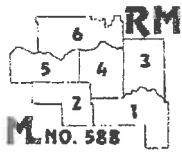


Exhibit "A" of Bylaw #1/18

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, BARBARA GALGER, of the VILLAGE of DORINTOSH, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see William Glen Tatro and Colleen May Tatro 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 28 day of FEBRUARY, 2018 and that I am the subscribing witness thereto.
3. THAT I know the said William Glen Tatro and Colleen May Tatro and are in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Town)
of Meadow Lake , in the Province)
of Saskatchewan, this 28 day)
of February , 2018.)

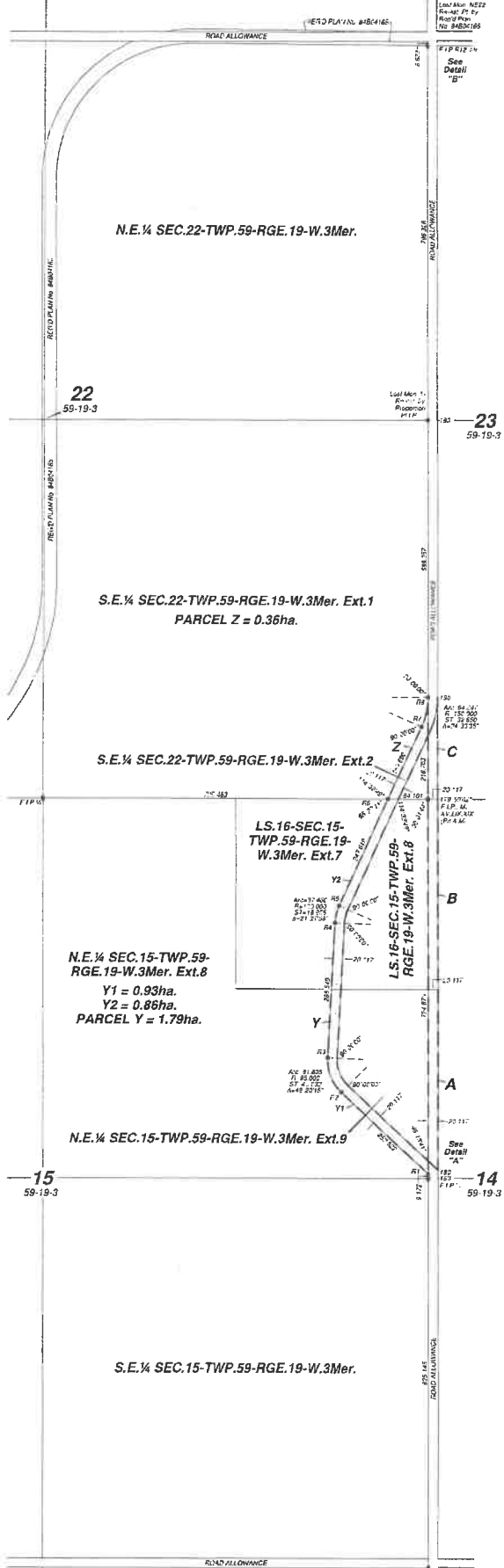
Amie Lehou)
A COMMISSIONER FOR OATHS in and)
for the Province of Saskatchewan.)

My commission expires:
or Being a Solicitor.

Expire October 31, 2019

Barbara Galger
Witness

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59-19-3



PROPOSED PLAN OF SURVEY

SHOWING
SURFACE R.M. ROADWAY
WITHIN
**N.E. 1/4 & LS. 16-SEC. 15, & S.E. 1/4 SEC. 22,
TWP. 59-RGE. 19-W. 3Mer.**
AND

**SURFACE PARCEL
CLASS CODE CHANGE**
OF PART OF
**ORIGINAL ROAD ALLOWANCE 112
TWP. 59-RGE. 19-W. 3Mer.**
ADJACENT TO
N.E. 1/4 SEC. 15-TWP. 59-RGE. 19-W. 3Mer.
AND PART OF
**ORIGINAL ROAD ALLOWANCE 112
TWP. 59-RGE. 19-W. 3Mer.**
ADJACENT TO
LS. 16-SEC. 15-TWP. 59-RGE. 19-W. 3Mer.
AND PART OF
**ORIGINAL ROAD ALLOWANCE 118
TWP. 59-RGE. 19-W. 3Mer.**
ADJACENT TO
S.E. 1/4 SEC. 22-TWP. 59-RGE. 19-W. 3Mer.
**R.M. OF MEADOW LAKE No. 588
SASKATCHEWAN**

BY: LEE A. ANDERSEN, S.L.S.

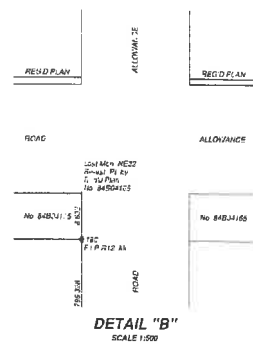
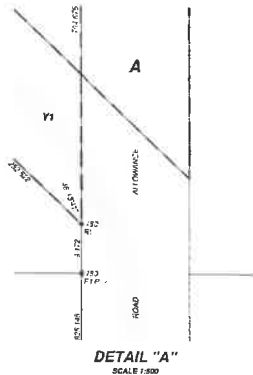
DATE: JANUARY - _____ 2018

SCALE: 1:5000

LEGEND

MOVEMENTS FOUND ARE SHOWN THIS
VIAL AND IN POSTS PLANTED (SEE SHOW THIS
ESTABLISHED POINTS ARE SHOWN THIS
THE KNOWN GEOMETRIC OF 2000 HAS BEEN STAMPED ON ALL
ESTABLISHED STANDARD IRON PEGS
STANDARD IRON PEGS ARE 30-117M IN WIDTH
MEASUREMENTS ARE IN METRES AND DECIMALS 1/1000
AREA TO BE APPROVED IS CUT BY A HEALTH DASHED LINE
ALL PARCELS WITHIN THE LINE OF APPROVAL HAVE AN EXTENSION
UNLESS OTHERWISE SHOWN

REFERENCE POINTS ARE SHOWN THIS
THE DATA USED: NAD83/2011
THE PROJECTION USED: UTM ZONE 18N EXTENDED
RPL: NORTHING _____ M EASTING _____ M
RPE: NORTHING _____ M EASTING _____ M
RTS COORDINATES ARE CURRENT AS OF _____ 2018
GEO REFERENCE POINTS OBTAINED FROM GNSS OBSERVATIONS



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59-19-3