

BYLAW NO. 06-2018

RURAL MUNICIPALITY OF LOREBURN #254

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

The Council of the Rural Municipality of Loreburn #254, 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:

All that portions of Road Parcel S11, Plan 102086771, Ext 0, more particularly described as follows: Commencing at the north east corner of Parcel D, Plan 102086771, thence a perpendicular distance of 3.00 meters north of Parcel D to a point, thence north and westerly parallel to the northern boundary of Parcel D, lots 19 & 18 Block 2 Plan 102086771 to a point that intersects the projection of the west boundary of Lot 18, thence southerly to the north west corner of Lot 18, thence south and easterly coincident to the north boundary of Lots 18 and 19 and Parcel D, Plan 102086771 to the point of commencement.

All named Streets, Avenues and Roads being in the R.M. of Loreburn No. 254, Province of Saskatchewan, Dominion of Canada.

As shown on the attached Exhibits "B"

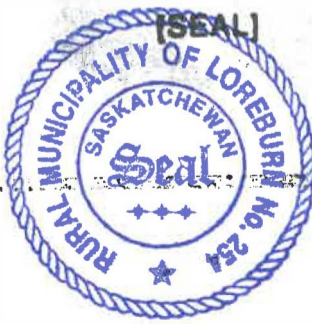
on the terms and conditions set out in the agreement marked as Exhibit "A" which is attached to and forms part of this bylaw.



[Signature]
Reeve
[Signature]
Administrator

Read a third time and adopted
this 23rd day of May, 2018.

Certified to be a true copy of Bylaw No. 06-18 adopted by
the council of the Rural Municipality of Loreburn No. 254
on the 23rd day of May, 2018.



[Signature]
Administrator

[25/3]

_____ of the _____
_____ the _____ of the _____
_____ of _____ to _____

EXHIBIT "A"

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

This agreement made this 23rd day of May, 2018.

Between:

The Rural Municipality of Loreburn #254
("the Municipality")

And

Lakeside R.V. Trailer Park Ltd.
("the Purchaser")

Whereas the municipal road or street located at:

All that portions of Road Parcel S11, Plan 102086771, Ext 0, more particularly described as follows: Commencing at the north east corner of Parcel D, Plan 102086771, thence a perpendicular distance of 3.00 meters north of Parcel D to a point, thence north and westerly parallel to the northern boundary of Parcel D, lots 19 & 18 Block 2 Plan 102086771 to a point that intersects the projection of the west boundary of Lot 18, thence southerly to the north west corner of Lot 18, thence south and easterly coincident to the north boundary of Lots 18 and 19 and Parcel D, Plan 102086771 to the point of commencement.

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As shown on the attached Exhibits "B" ("the Road or Street")

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. That no compensation is requested by the Rural Municipality of Loreburn #254 for the road closure that is described in this bylaw.
2. 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 right of Saskatchewan or either of them from and against any future expenses, damages, claims, demands or judgments concerning this road or street.
3. The Purchaser covenants and agrees with the Municipality 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 Purchaser's expense;
- c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and

4. (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 Municipality.

7. 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 Loveburn, in the Province of Saskatchewan, this 23rd day of May, 2018.



R. M. of Loveburn

 Reeve
[Signature]

 Administrator

 Witness [Signature]

 Purchaser [Signature]

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Janell Hundebly, of the village of Elbow, in the Province of Saskatchewan,
MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Tom Jukes 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 village of Loreburn, in the Province of Saskatchewan, on the 28 day of May, 2018 and that I am the subscribing witness thereto.

3. THAT I know the said Tom Jukes and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Village)
of Loreburn, in the Province)
of Saskatchewan, this 28 day)
of May, 2018.)
)
)
)
)
)
)

Janell Hundebly

Notary Public

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My commission expires: Dec. 31, 2020
or Being a Solicitor.



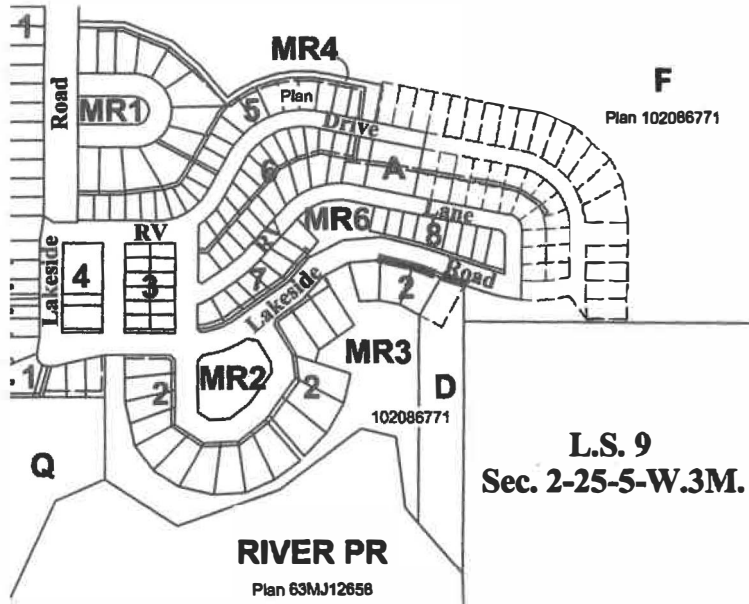
Exhibit "B"

To facilitate a proposed subdivision, the R.M. of Loreburn No. 254 will need to close the following roads:

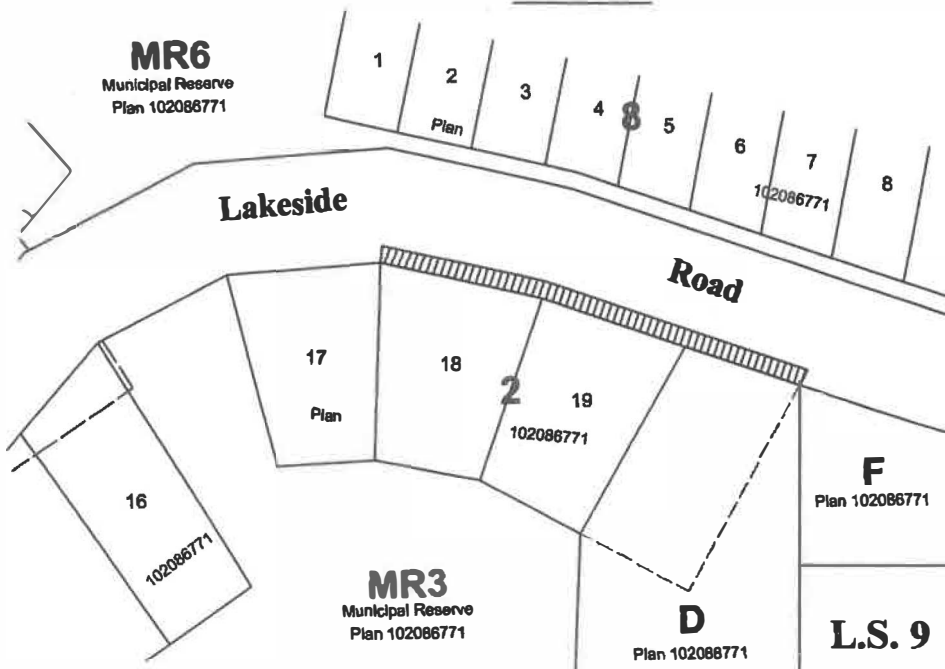


FIRSTLY: All that portion of Road Parcel S11, Plan 102086771 Ext 0, more particularly described as follows: Commencing at the north east corner of Parcel D, Plan 102086771, thence a perpendicular distance of 3.000 meters north of Parcel D to a point, thence north and westerly parallel to the northern boundary of Parcel D, Lots 19 & 18, Block 2, Plan 102086771 to a point that intersects the projection of the west boundary of Lot 18, thence southerly to the north west corner of Lot 18, thence south and easterly coincident to the north boundary of Lots 18 to 19 and Parcel D, Plan 102086771 to the point of commencement.

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KEY PLAN



**Sketch Plan Showing Road Closure
Lakeside Road
Plan 102086771
N.E. 1/4 Sec. 2 - Twp. 25 - Rge. 5 - W3M.
February 2018**

Future Development shown thus: - - - - -



Altus Geomatics Limited Partnership
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