

BYLAW NO. 2015-14

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

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

The Council of the Rural Municipality of Frenchman Butte, in the Province of Saskatchewan, enacts as follows:

1. Subject to the consent of the Minister of Highways and Transportation, the Municipality, agrees to close and transfer the municipal roads described as:

The surveyed portion of:

Surface Parcel Numbers: 130611259, 130611248, 130611260


As highlighted in yellow on the attached "Schedule A."


(Part of NW-14-51-24-W3, Part of SW-14-51-24-W3, Part of SE-15-51-24-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.

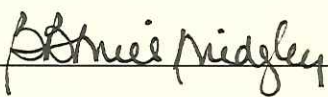
Read a third time and adopted
this 25th day of June, 2015.




Reeve


Administrator
Sections 13 & 15 of *The Municipalities Act*

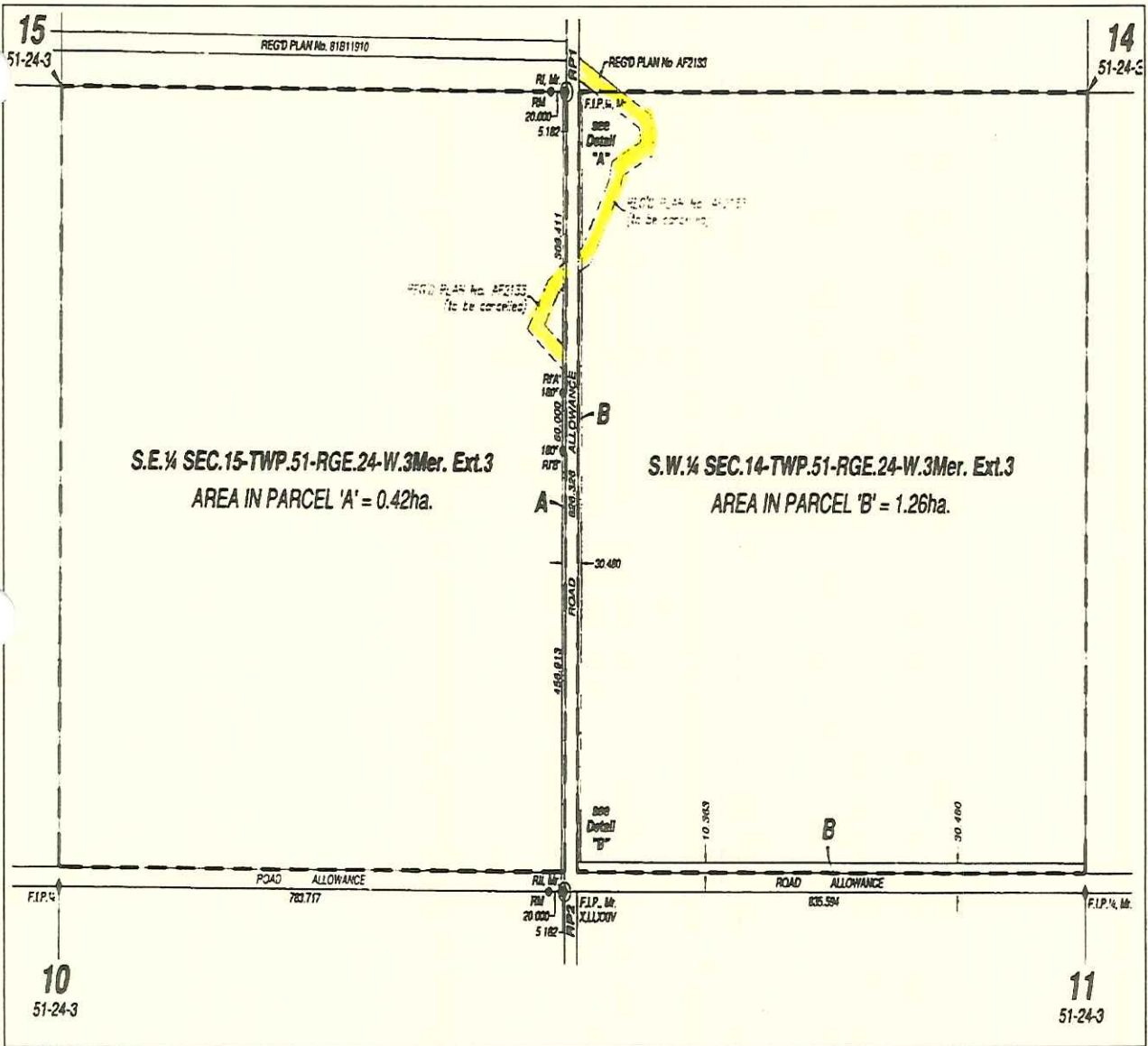
Certified a true copy of Bylaw No. 2015-14


Reeve


Administrator



Schedule A



portion of Surface Parcels 130611259, 130611248, 130611260 that will be sold to the owners of NW-14-51-24-W3, SW-14-51-24-W3, SE-15-51-24-W3 is highlighted in yellow in the above sketch.

Don

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EXHIBIT "A"

AGREEMENT TO CLOSE AND SELL (TRANSFER) OF
A MUNICIPAL ROAD

This agreement made this 11 day of August, 2015.

between:

The Rural Municipality of Frenchman Butte No. 501
of Box 180, Paradise Hill, SK, S0M 2G0
("the Municipality")

And

Gary Brent Joseph Brassard
Box 126
Paradise Hill, SK S0M 2G0
("the Purchaser")

Whereas the municipal roads located at:

A surveyed portion of:
Surface Parcel Number: 130611259,
as highlighted in yellow on the attached "Schedule A-1"
(Part of NW-14-51-24-W3)

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 Transportation 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 roads.
2. The Purchaser shall pay the Municipality the sum of \$ 1.05 (including GST) for the roads.
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 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 agrees 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
 - d) 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.
- (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 roads, or any interest in the roads 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.

[Signature]

- 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.




(SEAL)

Reeve Bruce Ridgley


Administrator

James Lee
Witness


Gary Brent Joseph Brassard

Parcel A:
S.E. 1/4 SEC. 15-TWP. 51-RGE. 24-W. 3Mer. Ext. 3
AREA IN PARCEL 'A' = 0.42ha.

Parcel B:
S.W. 1/4 SEC. 14-TWP. 51-RGE. 24-W. 3Mer. Ext. 3
AREA IN PARCEL 'B' = 1.26ha.

The map also shows several other features:
- A vertical road separating the two parcels.
- Various boundary measurements and bearings along the roads and parcel edges.
- References to other plans: REGD PLAN No. 81811910 and REGD PLAN No. 172110.
- A north arrow pointing towards the top right of the page.

bm

AFFIDAVIT OF EXECUTION

I, Yvonne Leer, of the R. M. of Frenchman Butte No. 501 in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Gary Brent Joseph Brassard. named in the within agreement who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the R.M. of Frenchman Butte No. 501, in the Province of Saskatchewan, on the 11th day of August, 2015 and that I am the subscribing witness thereto.

3. THAT I know the said Gary Brent Joseph Brassard and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the RM of Frenchman Butte No. 501)
office, In the Province of Saskatchewan, this 11th day)
of August 2015.



Marriann Bourne
A Commissioner for Oaths for Saskatchewan
My appointment expires: September 30, 2018

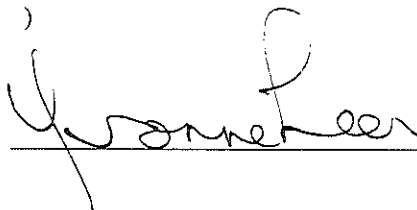


EXHIBIT "A"

AGREEMENT TO CLOSE AND SELL (TRANSFER) OF
A MUNICIPAL ROAD

This agreement made this 5 day of August, 2015.

Between:

The Rural Municipality of Frenchman Butte No. 501
of Box 180, Paradise Hill, SK, S0M 2G0
("the Municipality")

And

Husky Oil Operations Limited
4335 – 44 Street
Lloydminster, SK S9V 0Z8
("the Purchaser")

Whereas the municipal roads located at:

A surveyed portion of:
Surface Parcel Number: 130611248,
as highlighted in yellow on the attached "Schedule A-2"
(Part of SW-14-51-24-W3)

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 Transportation 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:

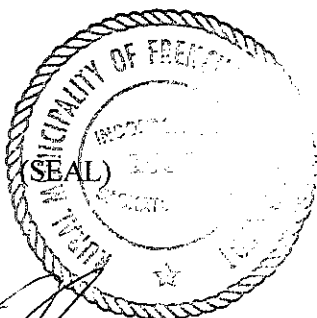
1. The Municipality agrees to sell and the Purchaser agrees to buy the roads.
2. The Purchaser shall pay the Municipality the sum of \$ 1.05 (including GST) for the roads.
3. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
4. The Purchaser agrees 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 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 agrees 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 existing title, for the adjacent quarter section now owned by the Purchaser, at the Purchaser's expense in the event that Information Services Corporation (ISC) will not agree to do a parcel tie to tie the new title for the land to the Purchaser's existing title for the adjacent quarter section;
 - c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and
 - d) 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.
6. (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 roads, or any interest in the roads 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*.
- (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 the R.M. of Frenchman Butte No. 501 Municipal Office, in the Province of Saskatchewan, this 13th day of August, 2015.



Witness

Rural Municipality of Frenchman Butte No. 501

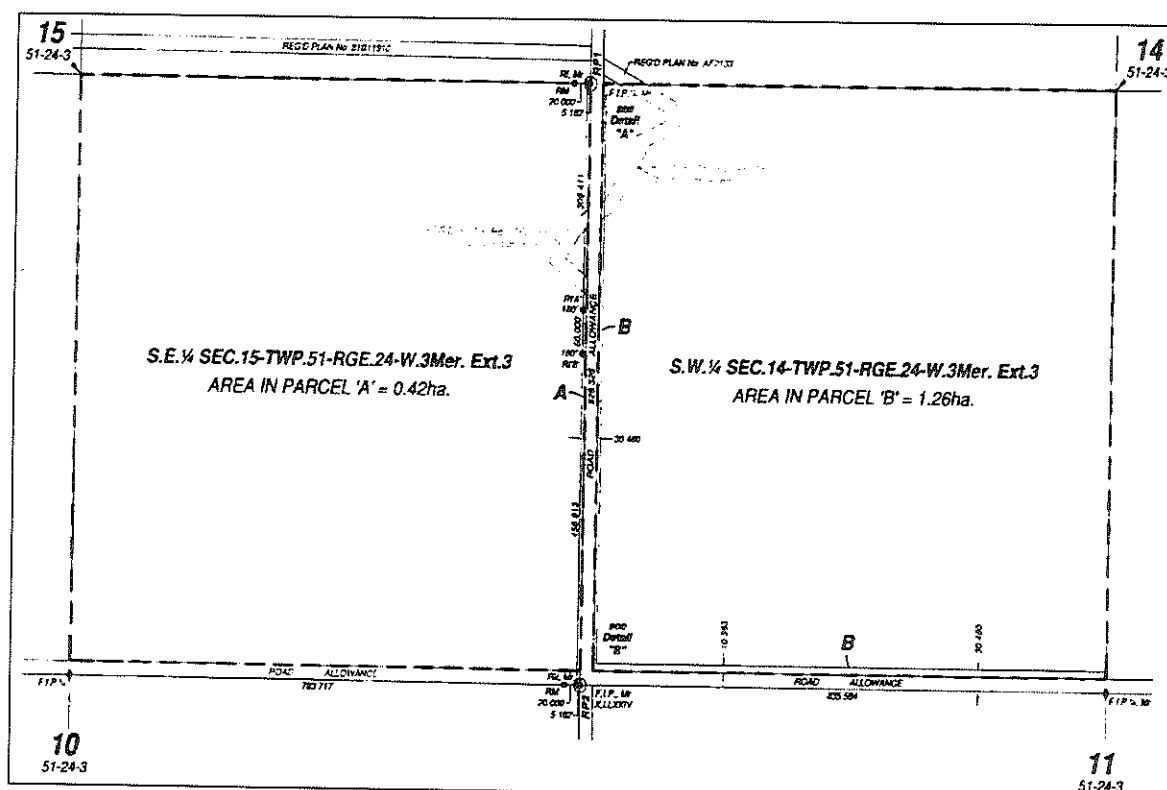
B. Mueswedley
Reeve

[Signature]
Administrator

[Signature]
(Signature)

PATTI WELDON
(Print name)
per Husky Oil Operations Limited

Schedule A-2



The portion of Surface Parcels 130611248 that will be sold to the owners of SW-14-51-24-W3 is highlighted in yellow in the above sketch.

[Signature]

AFFIDAVIT OF EXECUTION

I, TRACEY BLANCHETTE of the CITY of CALGARY, in
the Province of ~~Saskatchewan~~ ALBERTA, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see PATTI WELDON 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 CALGARY, in
the Province of ~~Saskatchewan~~ ALBERTA, on the 30 day of JULY, 2015 and that I am
the subscribing witness thereto.

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

SWORN BEFORE ME at the City)
of Calgary, in the Province)
of ~~Saskatchewan~~ ALBERTA, this 30 day)
of JULY, 2015.)

Alberta)
A NOTARY PUBLIC)
A COMMISSIONER FOR OATHS)
for the Province of ~~Saskatchewan~~ ALBERTA)
My commission expires _____)

DAVE J. BRAMWELL
Barrister & Solicitor
707 - 8th Avenue S.W.
Box 6525, Station D
Calgary, Alberta
T2P 3G7

Patti Weldon

EXHIBIT "A"

AGREEMENT TO CLOSE AND SELL (TRANSFER) OF
A MUNICIPAL ROAD

This agreement made this 21 day of July, 2015.

between:

The Rural Municipality of Frenchman Butte No. 501
of Box 180, Paradise Hill, SK, S0M 2G0
("the Municipality")

And

Paul William Bertrand
Box 21
Paradise Hill, SK S0M 2G0
("the Purchaser")

Whereas the municipal roads located at:

A surveyed portion of:
Surface Parcel Number: 130611260,
as highlighted in yellow on the attached "Schedule A-3"
(Part of SE-15-51-24-W3)

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 Transportation 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 roads.
2. The Purchaser shall pay the Municipality the sum of \$ 1.05 (including GST) for the roads.
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 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 agrees 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
 - d) 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.
- (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 roads, or any interest in the roads 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.



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.



(SEAL)

Reeve: B. Bruce Midgley
Administrator B. Bruce Midgley

Paul William Bertrand

[illegible]

[Signature]

AFFIDAVIT OF EXECUTION

I, Gail Carmichael, of the Rm of FREMONT BUREAU, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see **Paul William Bertrand** 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 Rm of FREMONT BUREAU, in the Province of Saskatchewan, on the 21 day of July, 2015 and that I am the subscribing witness thereto.
3. THAT I know the said **Paul William Bertrand** and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Rm)
of FREMONT BUREAU, in the Province)
of Saskatchewan, this 21 day)
of July, 2015.)

Gail Carmichael)
my. Commissioner)

A COMMISSIONER FOR OATHS

for the Province of Saskatchewan.

My commission expires Sept 30, 2018

Gail Carmichael

Paul