

BYLAW NO. 2016-10

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

**A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF MUNICIPAL ROAD
(Surface Parcels 151576386, 151576375, & 127787293, East Half of 16-53-24-W3)**

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: 151576386
151576375
127787293

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

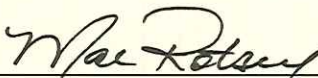
(Part of NE & SE-16-53-24-W3)

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 12th day of May, 2016.




Reeve


Administrator
Sections 13 & 15 of *The Municipalities Act*

Certified a true copy of Bylaw No. 2016-10

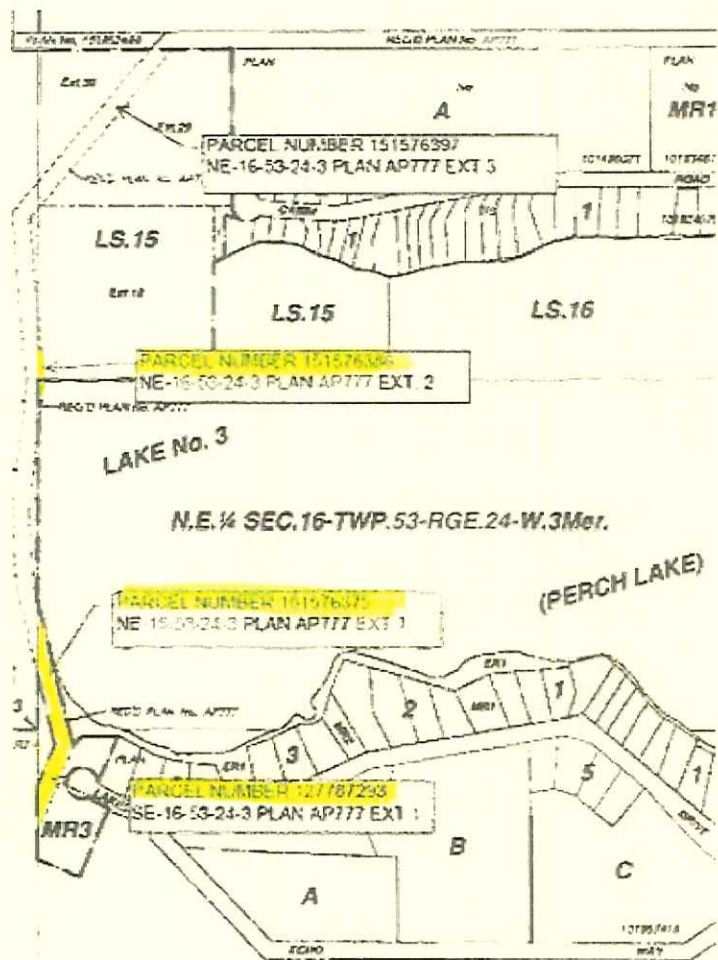

Reeve


Administrator





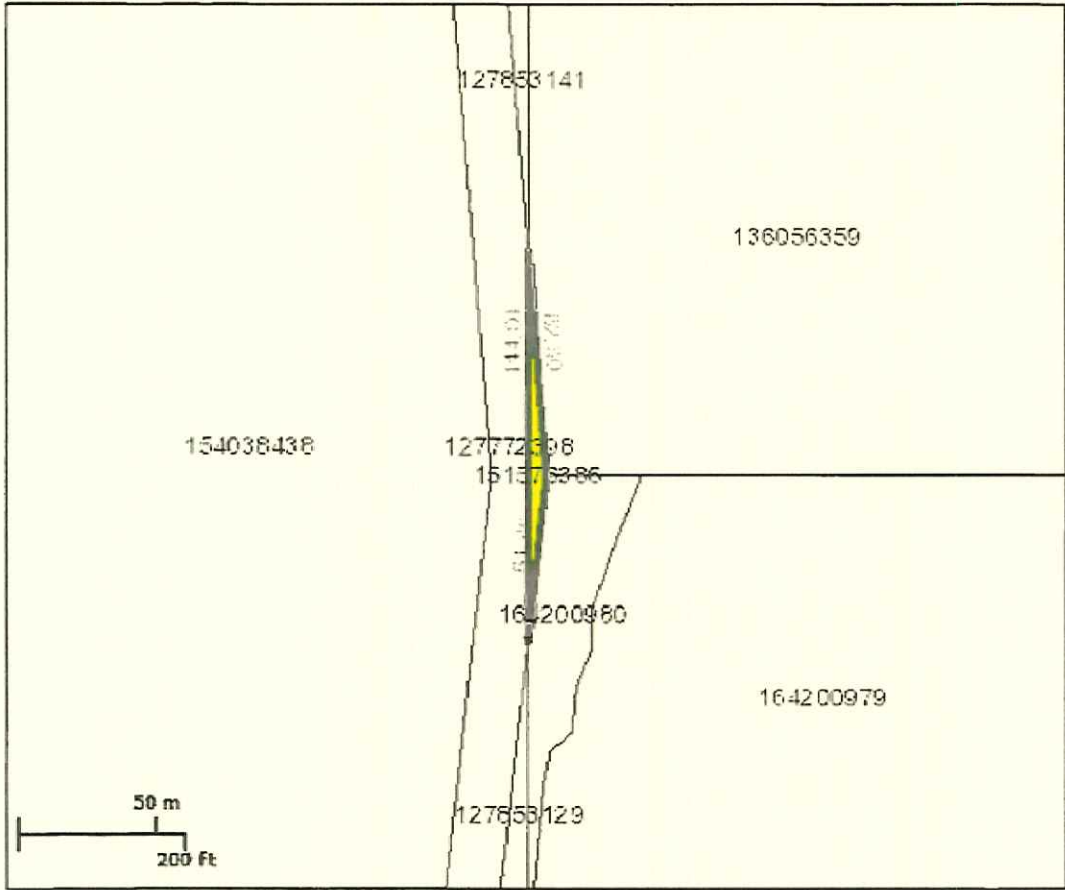
Schedule A



The Surface Parcels that will be closed through Bylaw No. 2016-10 are highlighted in yellow in the above sketch. See details below.

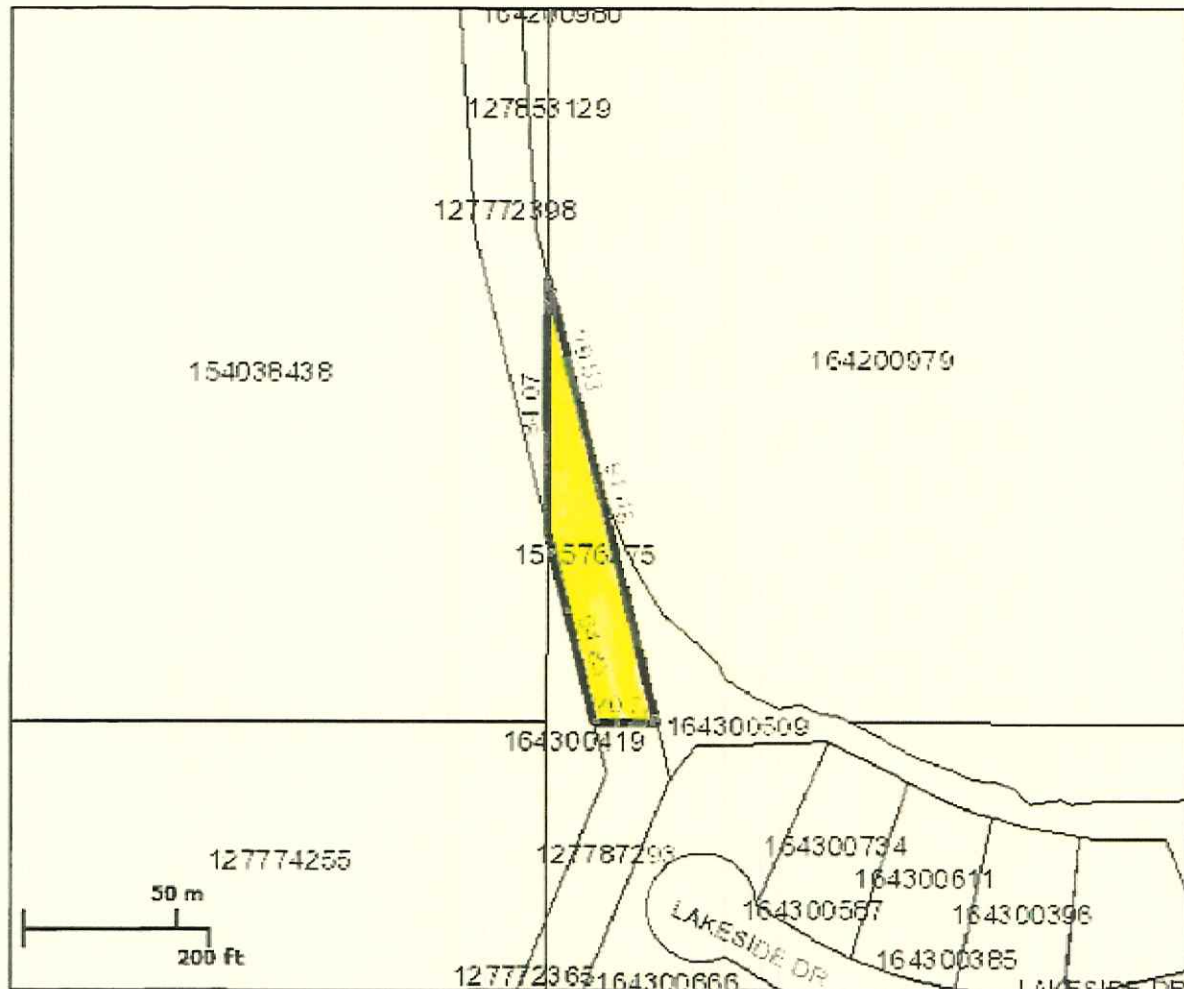
Surface Parcel Number: 151576386

REQUEST DATE:02-May-2016 5:05:25 PM



Surface Parcel Number: 151576375

REQUEST DATE: 02-May-2016 5:05:59 PM



Surface Parcel Number: 127787293

REQUEST DATE: 02-May-2016 5:06:36 PM

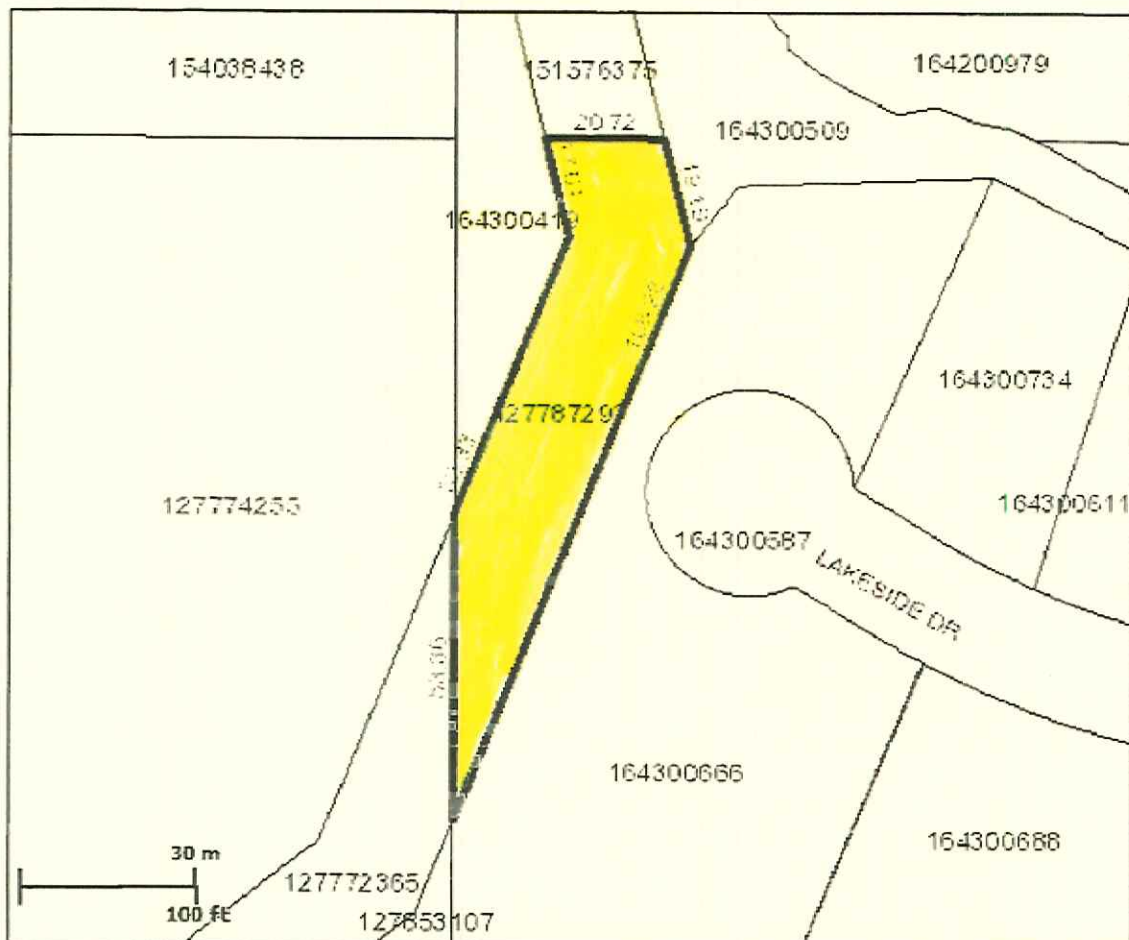


EXHIBIT "A"

**AGREEMENT TO CLOSE AND SELL (TRANSFER) OF A MUNICIPAL ROAD
(Surface Parcels 151576386, 151576375, & 127787293, East Half of 16-53-24-W3)**

This agreement made this 8 day of August, 2016.

Seen:

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

And

Anton Carl Fink, Sophie Regina Fink, and Patricia Fink
Box 278
Paradise Hill, SK S0M 2G0
("the Purchaser")

Whereas the municipal roads located at:

The surveyed portion of:
Surface Parcel Number: 151576386
(Part of NE-16-53-24-W3)

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

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.
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 22 day of August, 2016.

Rural Municipality of Frenchman Butte No. 501



B. B. McNeil Pudgeley
Reeve

[Signature]
Administrator

[Signature]
Witness

Anton Carl Fink
Anton Carl Fink

[Signature]
Witness

Sophie Regina Fink
Sophie Regina Fink

[Signature]
Witness

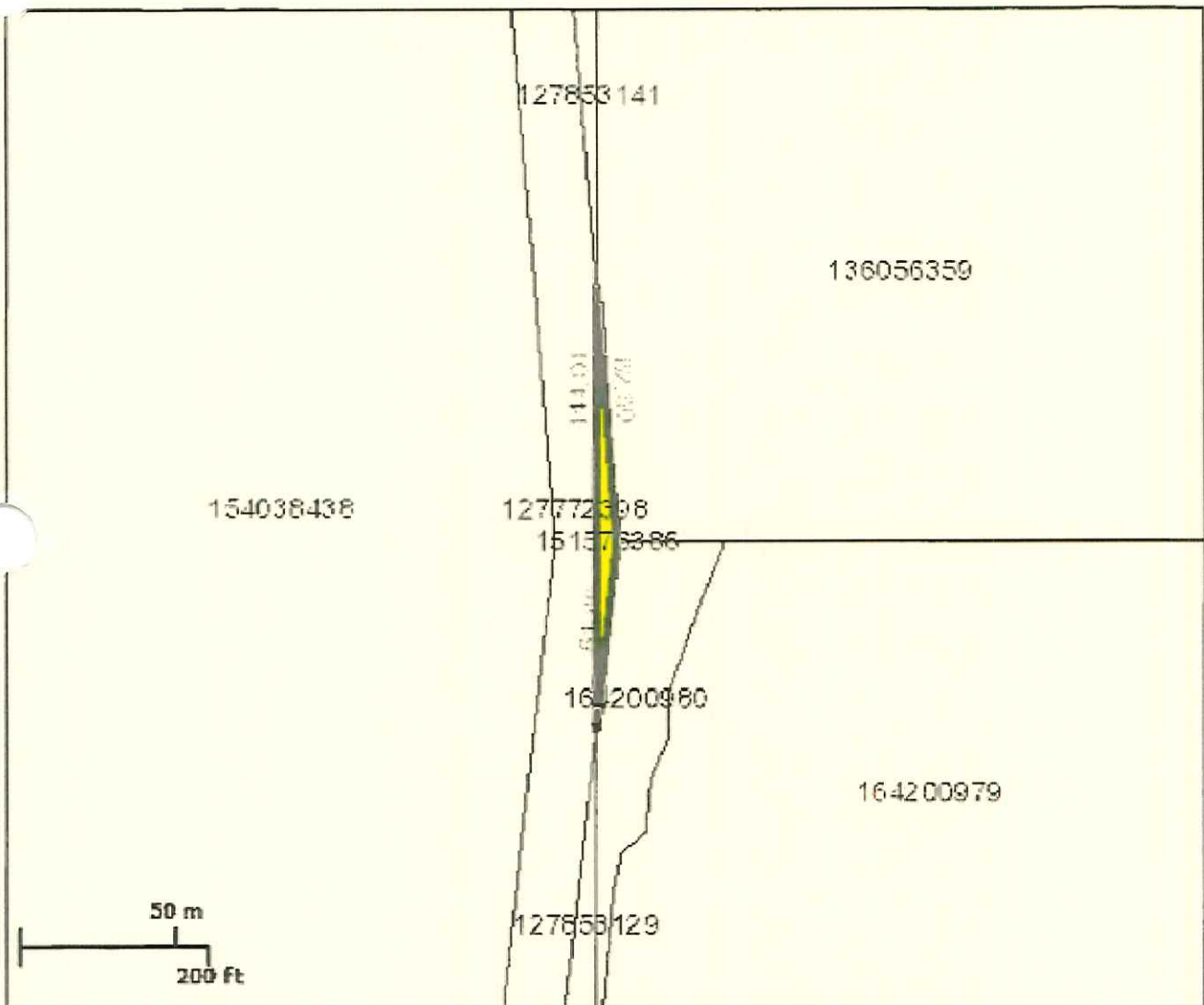
Patricia Fink
Patricia Fink

[Signature]

“Schedule A”

Surface Parcel Number: **151576386**

REQUEST DATE: 02-May-2016 5:05:25 PM



The area highlighted above in yellow (Parcel 151576386)
will be sold to the owner of Parcel 154038438.

Signature

AFFIDAVIT OF EXECUTION

I, Gail Casanther, of the Rm of Frenchman Butte No 501, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

THAT I was personally present and did see Anton Carl Fink 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 office of the Rm of Frenchman Butte No 501, in the Province of Saskatchewan, on the 8 day of August, 20 16 and that I am the subscribing witness thereto.

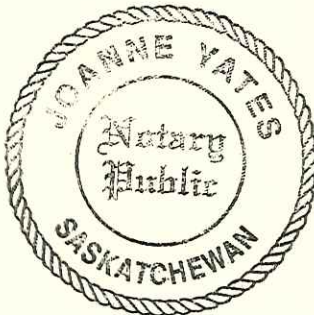
3. THAT I know the said Anton Carl Fink and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the R.M. of)
Frenchman No 501, in the Province)
of Saskatchewan, this 8th day)
of August, 20 16.)

[Signature]
A COMMISSIONER FOR OATHS
for the Province of Saskatchewan.

My commission expires Feb 28 2017

Gail Casanther



[Signature]


AFFIDAVIT OF EXECUTION

No 501

I, Gail Carruthers, of the office of the Rm of Frenchman Butte in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see **Sophie Regina Fink** 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 office of Rm of Frenchman Butte No 501, in the Province of Saskatchewan, on the 8 day of August, 20 16 and that I am the subscribing witness thereto.
3. THAT I know the said **Sophie Regina Fink** and she is in my belief of the full age of 18 years or more.

VORN BEFORE ME at the Rm of)
of Frenchman Butte #501, in the Province)
of Saskatchewan, this 8 day)
of August, 20 16.)


A COMMISSIONER FOR OATHS
for the Province of Saskatchewan.

My commission expires Feb 28 2017







AFFIDAVIT OF EXECUTION

I, Gail Carruthers, of the RM of Frenchman Butte #501, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see **Patricia Fink** 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 office of the RM of Frenchman Butte #501, in the Province of Saskatchewan, on the 8 day of August, 20 16 and that I am the subscribing witness thereto.
3. THAT I know the said **Patricia Fink** and she is in my belief of the full age of 18 years or more.

VORN BEFORE ME at the RM. of)
of Frenchman Butte #501, in the Province)
of Saskatchewan, this 8 day)
of August, 20 16.)

[Signature])
A COMMISSIONER FOR OATHS)
for the Province of Saskatchewan.)

My commission expires Feb 28 2017

[Signature]



[Signature]