

**RESORT VILLAGE OF TOBIN LAKE
BYLAW NO. 04/2016**

**A BYLAW OF THE RESORT VILLAGE OF TOBIN LAKE IN THE PROVINCE
OF SASKATCHEWAN TO PROVIDE FOR THE CLOSING OF A MUNICIPAL
ROAD OR STREET.**

The Council of the Resort Village of Tobin Lake in the Province of Saskatchewan enacts as follows:

1. Subject to the consent of the Minister of Highways and Transportation, the Municipality agrees to the closure and transfer of the municipal road or street described as:
 - a) All of Northridge Crescent & Hillside Place, as said Crescent and Place are shown and vested on Plan 101946180, Tobin Lake, Saskatchewan;
 - b) Portion of Poplar Meadows Drive, described as lying Southerly of a straight line joining the Southeasterly corner of Lot 5, Block 1 and the Northwesterly corner of Lot 23, Block 4 and the westerly limit of Northridge Crescent, as said Drive, Lots and Blocks are shown and Drive was vested on Plan No. 101946180, Tobin Lake, Saskatchewan;
 - c) Portion of Hillside Drive, lying Southeasterly of a straight line joining the most Northwesterly corner of Lot 10, Block 4 and the Southwesterly corner of Lot 1, Block 6 and the Northwesterly limit of Northridge Crescent, as said Drive, Lots and Blocks are shown and Drive was vested on Plan No. 101946180, Tobin Lake, Saskatchewan;
 - (a) and as the above described Crescent, Place and Drive are shown lying within the bold dashed line on a plan of proposed subdivision prepared by Meridian Surveys dated September 30, 2015, hereto attached.

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)

Mayor

Administrator

Read a third time and adopted
this _____ day of _____, 20____.

EXHIBIT "A"

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

This agreement made this _____ day of _____, _____.

Between:

The _____ of _____
("the Municipality")

And

_____,
of _____, _____
("the Purchaser")

Whereas the municipal streets located at Hillside Place, Northridge Crescent and partial sections of Poplar Meadows Drive and Hillside Drive (the "road" or "street") are 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 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.

2. 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
 - 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.

3. (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 _____, in the Province of Saskatchewan, this _____
day of _____, 20____.

_____ of _____

Mayor

Administrator

(SEAL)

Witness

Purchaser

C A N A D A)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

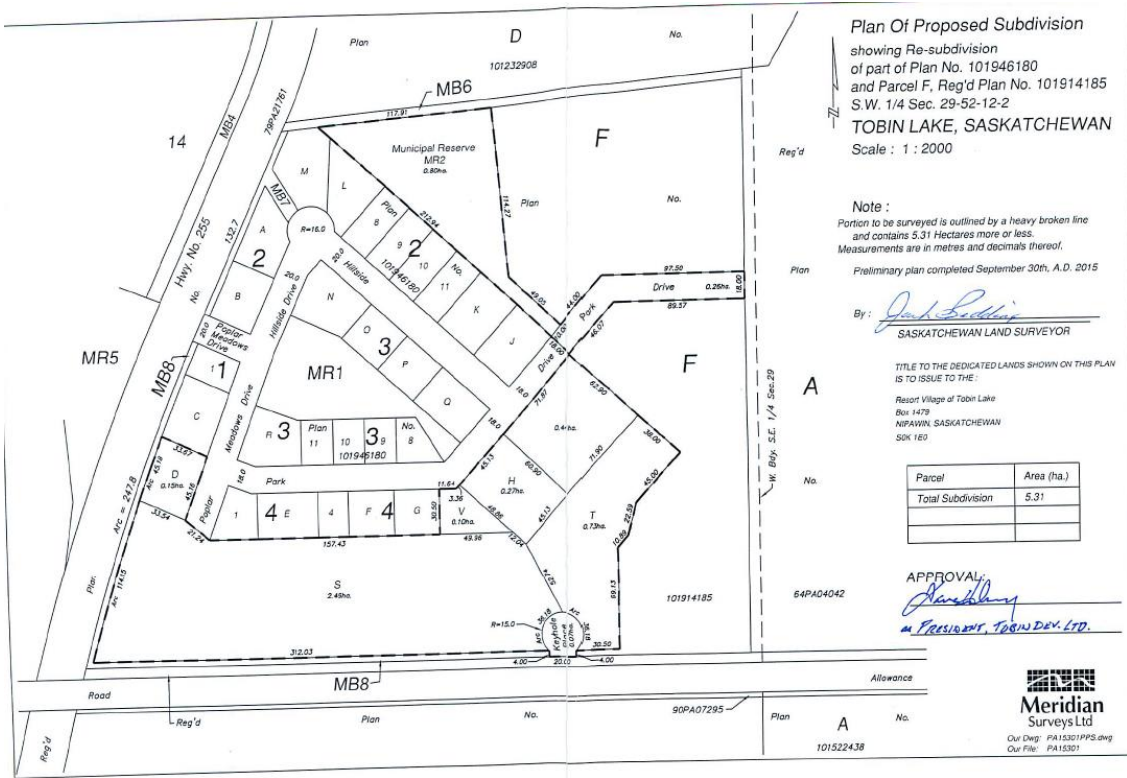
I, _____, of the _____ of _____, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

- 1. THAT I was personally present and did see _____ 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 _____ of _____, in the Province of Saskatchewan, on the _____ day of _____, 20____ and that I am the subscribing witness thereto.
- 3. THAT I know the said _____ and he is in my belief of the full age of 18 years or more.

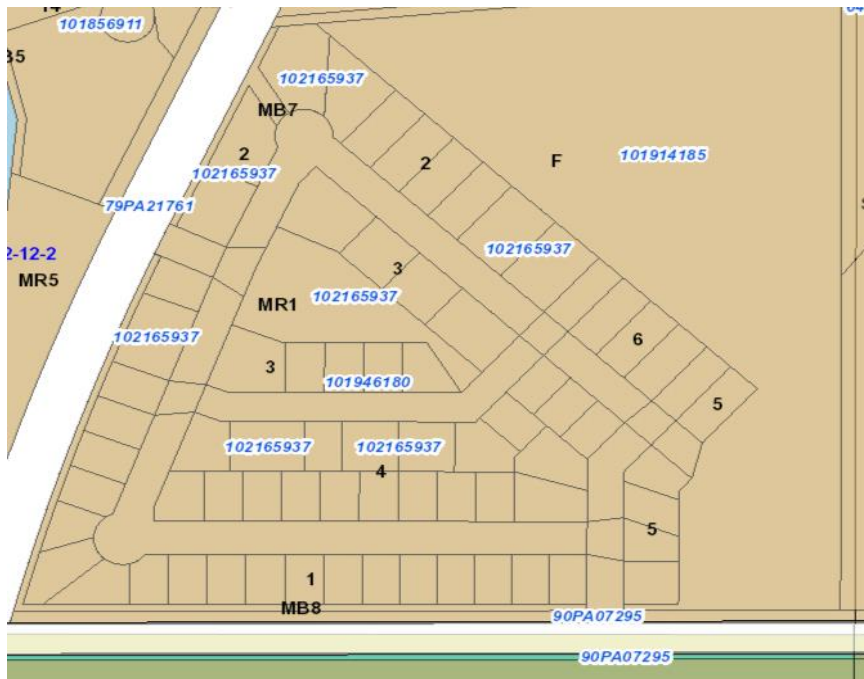
SWORN BEFORE ME at the _____)
of _____, in the Province)
of Saskatchewan, this _____ day)
of _____, 20____.)
))
))
_____) _____

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

Exhibit "B"



Proposed Road Closures



Current as per ISC