

RESORT VILLAGE OF AQUADEO

BYLAW 05/13


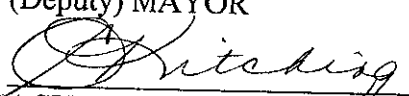
A BYLAW TO PROVIDE FOR THE PARTIAL CLOSING AND SELLING OF A MUNICIPAL LANE

The Council of the Resort Village of Aquadeo, 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 all that portion of the Lane lying to the North of a straight line drawn between South East Corner of Lot 20 Block 3 Plan 62B06879 and the South West Corner of Lot 21 Block 3 Plan 83B10602, as said Lane is shown on and was vested on Plan 62B06879, RESERVING TO THE CROWN ALL MINES AND MINERALS,

on the terms and conditions set out in the agreements marked as Exhibit "A" and Exhibit "B" which are attached to and form part of this bylaw.




(Deputy) MAYOR

ACTING ADMINISTRATOR

Read a 3rd time and adopted

this 8th day of May, 2013.

Handwritten initials or mark in the top right corner.



Coleen Kitching, Acting Administrator
dated this 8th day of May, 2013.

Handwritten signature of Coleen Kitching.

Handwritten mark resembling a cross or 'X' in the bottom right corner.



EXHIBIT "A"

AGREEMENT TO CLOSE AND SELL (TRANSFER) ALL OR PART OF A
MUNICIPAL LANE

This agreement made this 24 day of MAY, 2013,

Between:

The RESORT VILLAGE of AQUADEO
("the Municipality")

And

OMER BAILLARGEON
of 792 Poplar Crescent, in the Resort Village of Aquadeo
("the Purchaser")

COPY

WHEREAS, the municipal lane located between Lot 20 Block 3 Plan 62B06879 and Lot 21 Block 3 Plan 83B10602 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 a portion of the lane and the municipality is prepared to close and transfer the same to the Purchaser, pursuant to section 13 of *The Municipalities Act*, and

WHEREAS, the Minister of Highways and Infrastructure has agreed to allow the municipality to close and transfer a portion of the lane 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 a portion of the municipal lane described as a five (5) foot x 100 foot portion of lane adjacent to Lot 20 Block 3 Plan 62B06879.
2. The Purchaser shall pay the Municipality the sum of \$7,500.00 (plus GST) for the portion of lane.
Enter GST number, if registered _____ . The Purchaser, if a GST registrant, remits the GST payable on any land sale to Revenue Canada, and it should not be submitted with the payment. (The supplier of the land is not required to collect the GST if the supply is made to a person registered for GST purposes).
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 land 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 land.

5. 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

X

- 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 land, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the lane 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 land for use by the public as a municipal road or street or for the purposes of a public utility or municipal utility, the lane, or any interest in the lane 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.

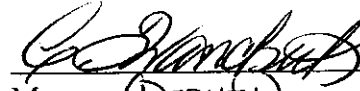
(b) Clause 6(a) pertains only if the land has not become part of a subdivision pursuant to *The Planning & Development Act, 2007*.

(c) All costs associated with registering an interest pursuant to Section 6 shall be borne by the Municipality.

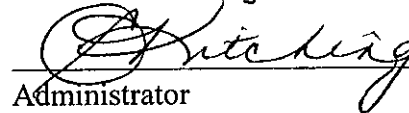
7. The Purchaser shall, without charge, grant utility line easements as may be required by the Saskatchewan Power Corporation, Sask Energy and Saskatchewan Telecommunications for any existing line.

DATED at COCHIN, in the Province of Saskatchewan, this 24 day of MAY, 2013.

RESORT VILLAGE OF AQUADEO

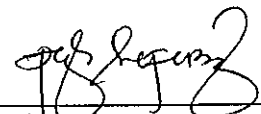


Mayor (Deputy)

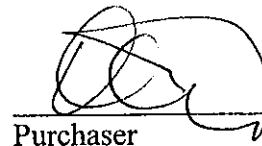


Administrator

(seal)



Witness PERLA HEFERVEZ



Purchaser

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

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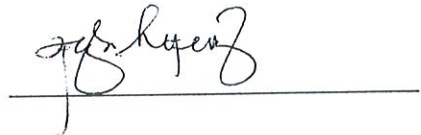
AFFIDAVIT OF EXECUTION

I, PERLA HEFERVEZ, of the City of Saskatoon, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see OMER BAILLARGEON 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 Resort Village of Cochin, in the Province of Saskatchewan, on the 24 day of May, 2013, and that I am the subscribing witness thereto.
3. THAT I know the said OMER BAILLARGEON and he is, in my belief, the full age of 18 years or more.

SWORN BEFORE ME at the R.V.)
of Cochin, in the Province of)
Saskatchewan, this 24 day of)
May, 2013.)





A COMMISSIONER FOR OATHS
In and for the Province of Saskatchewan.
My commission expires: Oct. 31/2016
or Being a Solicitor.

X

EXHIBIT "B"

AGREEMENT TO CLOSE AND SELL (TRANSFER) ALL OR PART OF A MUNICIPAL LANE

This agreement made this 8th day of May, 2013,

Between:

The RESORT VILLAGE of AQUADEO
("the Municipality")

And

CAMERON DUNCAN
of 802 Poplar Crescent, in the Resort Village of Aquadeo
("the Purchaser")

WHEREAS, the municipal lane located between Lot 20 Block 3 Plan 62B06879 and Lot 21 Block 3 Plan 83B10602 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 a portion of the lane and the municipality is prepared to close and transfer the same to the Purchaser, pursuant to section 13 of *The Municipalities Act*, and

WHEREAS, the Minister of Highways and Infrastructure has agreed to allow the municipality to close and transfer a portion of the lane to the Purchaser, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

8. The Municipality agrees to sell and the Purchaser agrees to buy a portion of the municipal lane described as a five (7) foot x 100 foot portion of laneway/roadway adjacent to Lot 21 Block 3 Plan 83B10602.
9. The Purchaser shall pay the Municipality the sum of \$10,500.00 (plus GST) for the portion of lane.
Enter GST number, if registered n/a. The Purchaser, if a GST registrant, remits the GST payable on any land sale to Revenue Canada, and it should not be submitted with the payment. (The supplier of the land is not required to collect the GST if the supply is made to a person registered for GST purposes).
10. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
11. The Purchaser agrees to accept the lane 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 lane.
12. The Purchaser covenants and agrees with the Municipality to:

- f) consolidate the land with the adjacent existing title at the Purchaser's expense;
- g) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and

h) erect and maintain throughout the term of this agreement, at each end of the land, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the lane is closed.

13. (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 land for use by the public as a municipal road or street or for the purposes of a public utility or municipal utility, the lane, or any interest in the lane 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.

14. 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 line.

DATED at COCHIN, in the Province of Saskatchewan, this 8th day of May, 2013.

(seal)

RESORT VILLAGE OF AQUAEDO

[Signature]
Mayor Acting (Deputy) Mayor (CW)

[Signature]
Administrator

[Signature]
Witness

[Signature]
Purchaser

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

COPY

AFFIDAVIT OF EXECUTION

I, Murray Hollick, of the RM of Herschel, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

4. THAT I was personally present and did see CAMERON DUNCAN 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.
5. THAT the same was executed at the RESORT VILLAGE of COCHIN, in the Province of Saskatchewan, on the 8th day of May, 2013, and that I am the subscribing witness thereto.
6. THAT I know the said CAMERON DUNCAN and he is, in my belief, the full age of 18 years or more.

SWORN BEFORE ME at the Resort Village of Cochin, in the Province of Saskatchewan, this 8th day of May, 2013.



A COMMISSIONER FOR OATHS
In and for the Province of Saskatchewan.
My commission expires: 31/10/16
or Being a Solicitor.



