



RM of Torch River

BYLAW NO 06-2017

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

Section 13 The Municipalities Act

The Council of the Rural Municipality of Torch River No. 488 in the Province of Saskatchewan enacts as follows:

Interpretation:

1. In this bylaw:
"Administrator" shall mean the administrator of the municipality;
"Council" shall mean the council of the municipality;
"Municipality" shall mean the Rural Municipality of Torch River No. 488;

Provisions:

2. Subject to the consent of the Minister of Highways and Infrastructure, the Municipality, agrees to close and transfer the municipal road described as:

Plan B11869 in the SE 27-52-15 W2 Parcel #135086700

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

Introduced and read a first time this 8th day of December, 2017

Read a second time this ____ day of _____, _____

Read a third time and passed this __ day of _____, __

[SEAL]

Reeve

Administrator

RM of Torch River

EXHIBIT "A"

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

This agreement made this _____ day of _____, _____.

Between:

The Rural Municipality of Torch River No. 488
("the Municipality")

And

Duane Murray Kurbis & Renee Louise Kurbis, of Choiceland, Saskatchewan
("the Purchaser")

Whereas the municipal road located at SE 27-52-15 W2, Plan B11869, Extension 1 ("the Road") 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. The Municipality agrees to sell and the Purchaser agrees to buy the road or street as shown on Exhibit "B".
2. The Purchaser shall pay the Municipality the sum of \$1.00 (plus GST) for the road.

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 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.
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 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

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- 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 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 for use by the public as a municipal road or for the purposes of a public utility or municipal utility, the road, or any interest in the road 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 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 White Fox, in the Province of Saskatchewan,

this _____ day of _____, 20____.

Rural Municipality of Torch River No. 488

Reeve

Administrator

(SEAL)

Witness

Purchaser

Purchaser



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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 Duane Murray Kurbis 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 Duane Murray Kurbis 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.



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CANADA)
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 Renee Louise Kurbis 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 Renee Louise Kurbis and she 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.



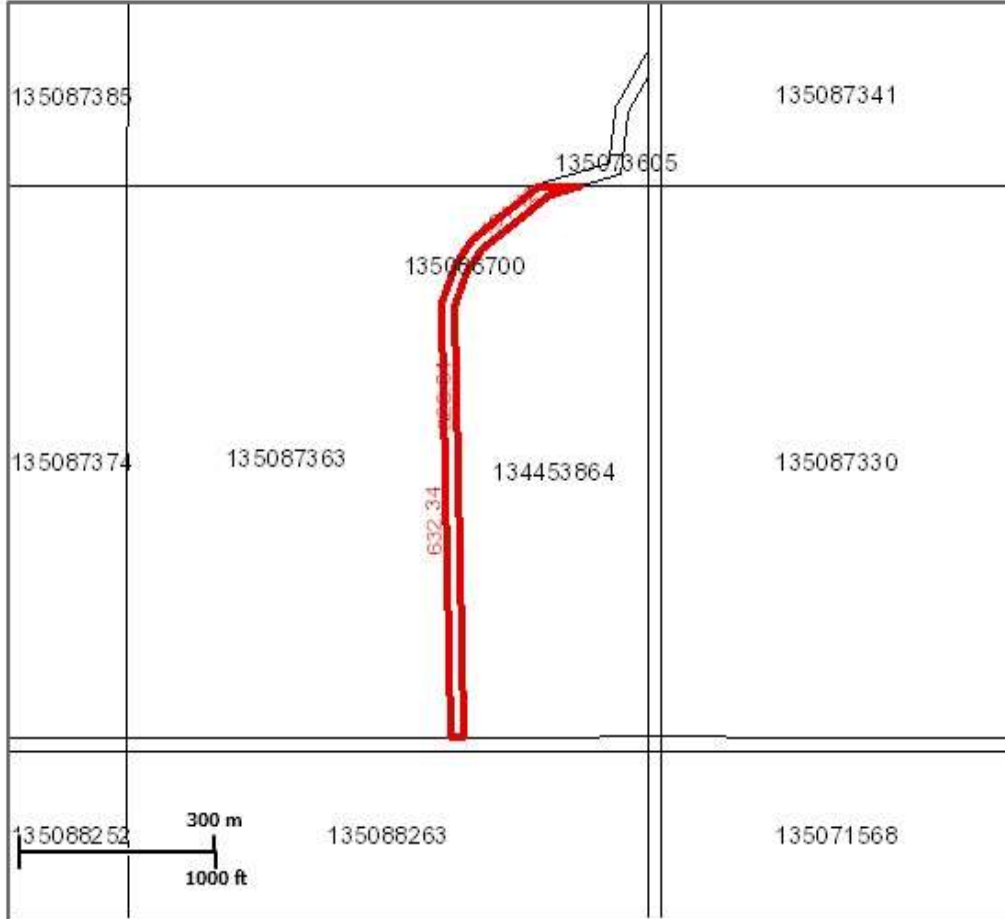
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EXHIBIT "B"
CLOSING MUNICIPAL ROAD



Information
Services
Corporation

Surface Parcel Number: 135086700



Scale: 1:18056

Owner Name(s): Her Majesty the Queen (Saskatchewan)

Municipality: RM OF TORCH RIVER NO. 488

Area: 1.775 hectares (4.39 acres)

Title Number(s): 117918670

Converted Title Number: 24PY

Parcel Class: Road

Ownership Share: 1:1

Land Description: SE 27-52-15-2 Plan B11869 Ext 1

Source Quarter Section: SE-27-52-15-2

Commodity/Unit: Not Applicable

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.

