

BYLAW NO. 12-2012

RURAL MUNICIPALITY OF TORCH RIVER NO. 488

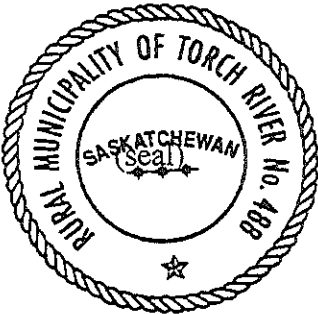
**A BYLAW TO PROVIDE FOR THE CLOSING AND EXCHANGING OF A PORTION OF
A MUNICIPAL ROAD.**

The Council of the Rural Municipality of Torch River No. 488, (the Municipality) 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 and transfer a portion of the municipal road described as:

All of road Parcel D, Registered Plan 90PA02790 in the NW 18-52-17-W2 and shown as Parcel D on a plan of proposed subdivision prepared by Malcolm Vanstone S.L.S. dated March 8, 2012.

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.



Reeve

Administrator

Sections 13 & 15 of *The Municipalities Act*

Read a third time and adopted
this 8th day of March 2013.

CERTIFIED A TRUE COPY OF
BYLAW # 12-2012

ADOPTED BY RESOLUTION OF
COUNCIL ON March 8, 2013

ADMINISTRATOR

EXHIBIT "A"

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

This agreement made this 8th day of March, 2013.

Between:

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

AND

Torch River Rail Inc. of Choiceland, Saskatchewan
("the Purchaser")

Whereas all of road Parcel D, Registered Plan 90PA02790 in the NW 18-52-17-W2 and shown as Parcel D on a plan of proposed subdivision prepared by Malcolm Vanstone S.L.S. dated March 8, 2012 as shown on Exhibit "B" ("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 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 as shown on Exhibit "B" in the dashed outline lying in the plan of proposed subdivision prepared by Malcolm Vanstone S.L.S. on March 8, 2012.
2. The Purchaser shall pay the Municipality the sum of \$1.00 (plus GST) for the road.

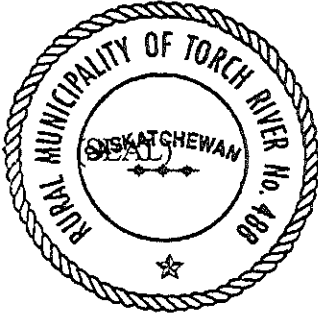
Enter GST number, if registered _____ . The Purchaser, if a GST registrant, remits the GST payable on any land sale to Revenue Canada, and it should not be submitted with the payment. (*The supplier of the land is not required to collect the GST if the supply is made to a person registered for GST purposes*).

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 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; and
 - c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land;

- 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(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 White Fox, in the Province of Saskatchewan, this 27 day of March 2013.

Rural Municipality of Torch River No. 488



[Signature]
 Reeve

Nathalie Hopkins
 Administrator

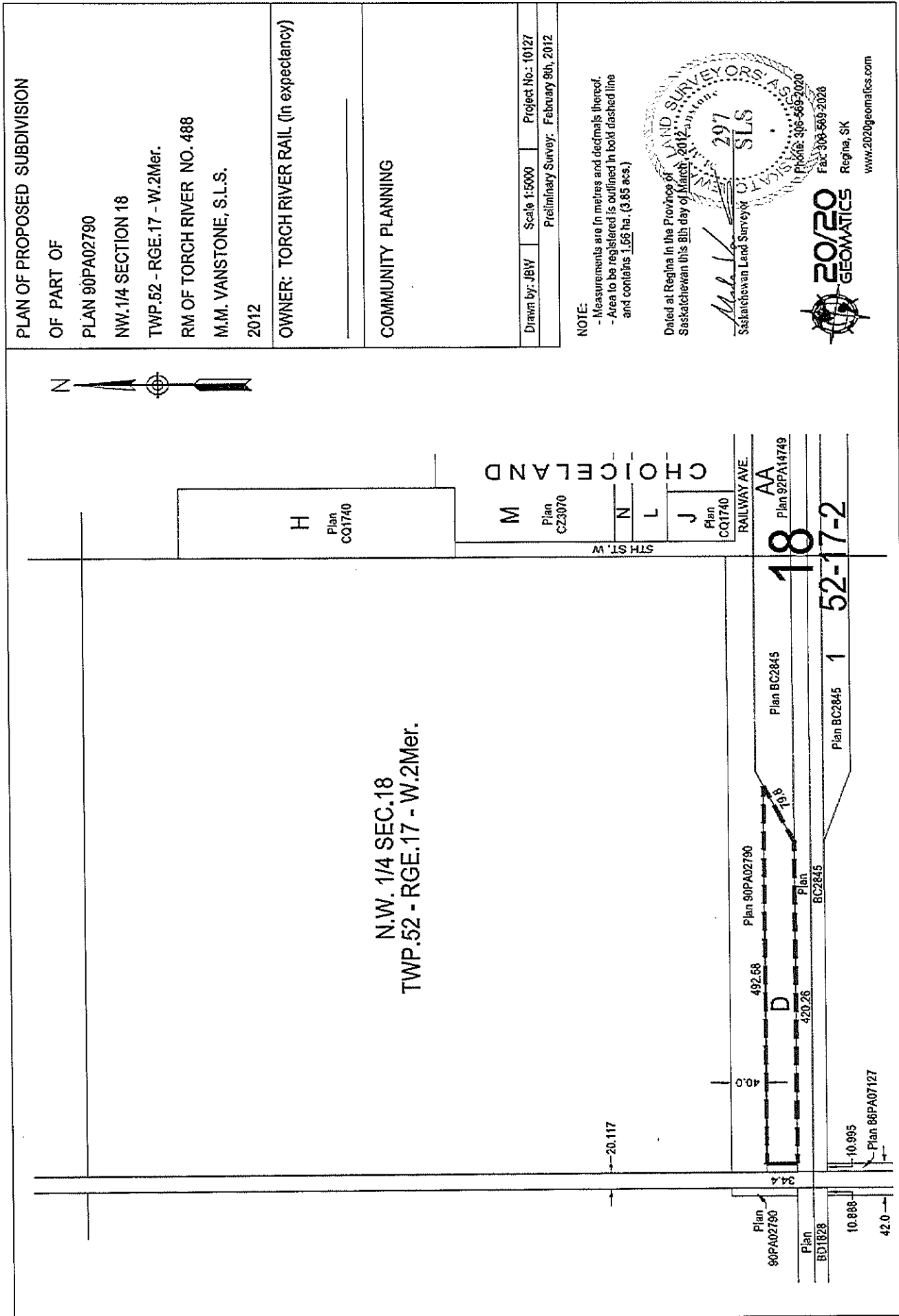
[Signature]
 Witness

[Signature]

[Signature]
 Purchaser

[Signature]
 Purchaser

EXHIBIT "B"
ROAD ALLOWANCE CLOSURE



PLAN OF PROPOSED SUBDIVISION

OF PART OF

PLAN 90PA02790

NW. 1/4 SECTION 18

TWP. 52 - RGE. 17 - W. 2 Mer.

RM OF TORCH RIVER NO. 488

M.M. VANSTONE, S.L.S.

2012

OWNER: TORCH RIVER RAIL (in expectancy)

COMMUNITY PLANNING

Drawn by: JBY Scale 1:5000 Project No.: 10127

Preliminary Survey: February 9th, 2012

NOTE:

- Measurements are in metres and decimals thereof.
- Area to be repleated is outlined in bold dashed line and contains 1.66 ha. (3.85 acs.)

Dated at Regina in the Province of Saskatchewan this 8th day of March, 2012.



AFFIDAVIT OF EXECUTION

I, Carissa Schmidt, of the town of Nipawin, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Frank Bond 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 Village of White Fox, in the Province of Saskatchewan, on the 28 day of March, 2013 and that I am the subscribing witness thereto.
3. THAT I know the said Frank Bond and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Village)
of White Fox, in the Province)
of Saskatchewan, this 28 day)
of March, 2013.)

Carissa Schmidt)

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.

My commission expires: Feb. 28, 2018
or Being a Solicitor.

[Signature]

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Sheila Rempel, of the Village of Cadotte, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Ron Shymanski 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 Village of White Fox, in the Province of Saskatchewan, on the 27 day of March, 2013 and that I am the subscribing witness thereto.
3. THAT I know the said Ron Shymanski and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Village)
of White Fox, in the Province)
of Saskatchewan, this 27 day)
of March, 2013.)

Sheila Rempel)

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.

My commission expires: February 28, 2018
or Being a Solicitor.

Ron Shymanski



Ministry of
Highways and
Infrastructure

Corporate Support Branch

Saskatchewan

900-1855 Victoria Avenue
REGINA SK S4P 3T2

(306) 787-4828
(306) 787-4100
deanna.mise@gov.sk.ca

February 6, 2013

Our File: RM488 7-9799

R.M. of Torch River No. 488
Box 40
WHITE FOX, Saskatchewan
S0J 3B0

Attention: Nathalie Hipkins, Administrator

**Re: Proposed Closure and Transfer of Public Highway
Plan 90PA02790 (7-9799) in the NW 18-52-17-W2M**

We have received your letter of August 17, 2012 and recent email dated February 1, 2013, in connection with the above.

The Minister, in accordance with Section 13(3) of *The Municipalities Act* hereby grants consent:

- a) subject to all requirements of Section 13 of *The Municipalities Act*; and
- b) provided the proposed closure and transfer is in accordance with municipal zoning bylaws and the requirements of *The Planning and Development Act*; and
- c) to close and transfer the following:

All of road Parcel D, Registered Plan 90PA02790 in the NW 18-52-17-W2 and shown as Parcel D on a plan of proposed subdivision prepared by Malcolm Vanstone S.L.S. dated March 8, 2012, here to attached.

This consent will allow for the passing of a road closure bylaw that is to be forwarded to Information Services Corporation (ISC) Plan Processing in accordance with Section 44(4)(5) of *The Land Surveys Act, 2000* to accompany the appropriate plan required for consolidation after all requirements have been met in accordance with Section 13 of *The Municipalities Act*.

Once the consolidation plan is approved by ISC please forward a copy of the Transform Approval Certificate (TAC) along with a copy of the Municipal bylaw and signed Agreements for Sale and the Ministry will provide the Notice of Minister, which allows for the transfer of title.

If further information is required, please contact Deanna Mise of this office at (306) 787-4828 or Fax (306) 787-4100.

Sincerely,

Travis Sandeski, Manager, Land Management
Delegated Signing Official of the
Minister of Highways and Infrastructure

Rob Penny, P. Eng.
Deputy Minister Highways & Infrastructure

cc: SaskTel, Lands and Easements, North
SaskPower, Land Dept.
SaskEnergy, Land Services

