

BYLAW # 07-2011


RESORT VILLAGE OF WAKAW LAKE

A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF BYNG AVENUE.

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

1. Subject to the consent of the Minister of Highways and Infrastructure, the Resort Village of Wakaw Lake, agrees to close a portion of and transfer the municipal road or street described as Byng Avenue along Blocks 6, 7 and 8 Plan AV1275 on the terms and conditions set out in the agreement marked as Exhibit "A" which is attached to and forms part of this bylaw.





Mayor



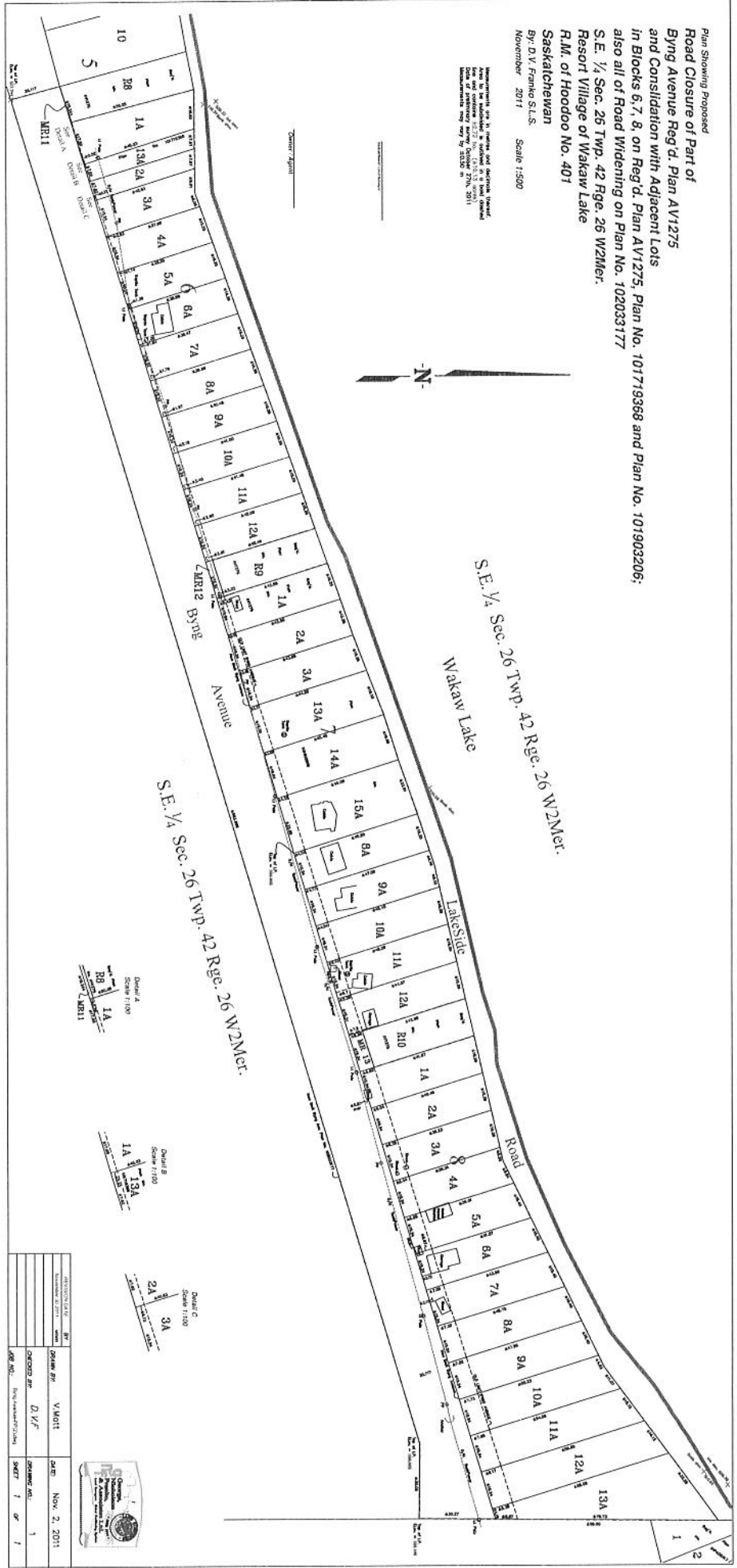
Administrator
Sections 13 & 15 of *The Municipalities Act*

Read a third time and adopted
this 9th day of May, 2011.



Plan Showing Proposed
 Road Closure of Part of
 Byng Avenue Reg'd. Plan AV1275
 and Consolidation with Adjacent Lots
 in Blocks 6, 7, 8, on Reg'd. Plan AV1275, Plan No. 101779368 and Plan No. 101903206;
 also all of Road Widening on Plan No. 102033177
 S.E. 1/4 Sec. 26 Twp. 42 Rge. 26 W2Mec.
 Resort Village of Wakaw Lake
 R.M. of Hoodoo No. 401
 Saskatchewan
 By: D.V. Franke S.L.S.
 November 2011 Scale 1:500

Measurements on this plan and all documents bound
 here to be made to a standard of 1 inch equal
 100 feet. The date of recording was: October 27th, 2011
 Saskatchewan Reg. No. 19 2020 01



APPROVED BY:	BY:	DATE:
DESIGNED BY:	DATE:	NOV. 2, 2011
CHECKED BY:	DATE:	
DATE:	NOV. 2, 2011	
SCALE:	1" = 500'	
DATE:		



EXHIBIT "A"

AGREEMENT TO CLOSE AND SELL PART OF
BYNG AVENUE

This agreement made this _____ day of _____, _____.

Between: The Resort Village of Wakaw Lake

And

("the Purchaser")

Whereas the municipal street located at Byng Avenue 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 that portion of the street adjacent to the Purchaser's existing property 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 portion of the street adjacent to the Purchaser's property, as shown on the diagram attached to this agreement, which portion is to be consolidated with the Purchaser's existing property upon full payment as outlined in section 2 of this agreement.
2. The Purchaser shall pay the Municipality the sum of \$_____ for the property being purchased in full or payable as follow:
 - a) A down payment of \$700.00 if the amount is over \$700.00 and
 - b) The balance is to be paid over 5 years with interest of 1% per year. Payments of \$_____ are due March 31, of each year until the balance of \$_____ is paid in full March 31, 2017.
 - c) Full payment of the balance will be accepted any time prior to March 31, 2017 without penalty.
 - d) Default on payment will cause outstanding fees to be applied to taxes with applicable penalties applied.
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 street.
5. The Purchaser covenants and agrees with the Municipality that the following expenses are included in the purchase price:
 - a) all costs to convey title to the land;
 - b) costs to consolidate the land with the adjacent existing title;
 - c) all Information Services Corporation (ISC) fees related to the transfer of the land; and
 - d) other expenses related to land purchase, and public meetings and related costs previous to signing date of this agreement.

- 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 street, or any interest in the 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 born by the Municipality.
- 7. The Purchaser shall, without charge, grant utility line easements as may be required by the Saskatchewan Power Corporation, Saskatchewan Energy and Saskatchewan Telecommunications for any existing lines.
- 8. Municipal taxes on the portion of the land being purchased shall become the responsibility of the Purchaser as of January, 2013.

Dated at _____, in the Province of Saskatchewan, this _____ day of _____, 20__.

Resort Village of Wakaw Lake

(SEAL)

Mayor/Deputy Mayor

Administrator

Witness

Witness

Purchaser

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

3
)
)
)

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.