

**BYLAW NO. 2014-16**

**RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501**

**A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF MUNICIPAL ROADS**

The Council of the Rural Municipality of Frenchman Butte, in the Province of Saskatchewan, enacts as follows:

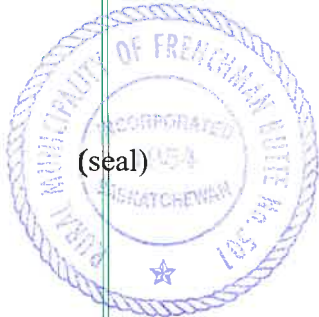
- 1. Subject to the consent of the Minister of Highways and Transportation, the Municipality, agrees to close and transfer the municipal roads described as:

**Surface Parcel Number: 127772365**  
**LLD: SW-16-53-24-3 Plan AP777 Ext1**

**And**

**Surface Parcel Number: 127772398**  
**LLD: NW-16-53-24-3 Plan AP777 Ext1**

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

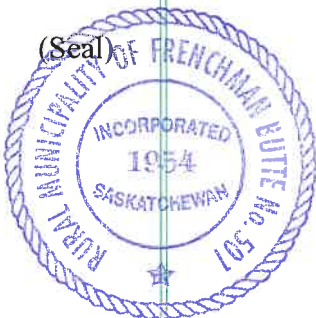


(seal)

*B. Stines Ridsley*  
 \_\_\_\_\_  
 Reeve

*[Signature]*  
 \_\_\_\_\_  
 Administrator

Certified a true copy of Bylaw No. 2014-09 adopted by resolution of Council on the 12th day of June, 2014.



(Seal)

*B. Stines Ridsley*  
 \_\_\_\_\_  
 Reeve

*[Signature]*  
 \_\_\_\_\_  
 Administrator

**EXHIBIT "A"**

**AGREEMENT TO CLOSE AND SELL (TRANSFER) OF  
A MUNICIPAL ROAD**

This agreement made this 12<sup>th</sup> day of June , 2014.

Between:

The Rural Municipality of Frenchman Butte No. 501  
of Box 180, Paradise Hill, SK, S0M 2G0  
(**"the Municipality"**)

And

Anton Carl Fink and Sophie Regina Fink  
Box 278  
Paradise Hill, SK, S0M 2G0  
(**"the Purchaser"**)

Whereas the municipal roads located at:

**Surface Parcel Number: 127772365**  
**LLD: SW-16-53-24-3 Plan AP777 Ext1**

**And**

**Surface Parcel Number: 127772398**  
**LLD: NW-16-53-24-3 Plan AP777 Ext1**

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 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 Municipality agrees to sell and the Purchaser agrees to buy the roads.
2. The Purchaser shall pay the Municipality the sum of \$ 1.00 (plus GST) for the roads.

Enter GST number, if registered 107941940RT0001 . 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.

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 or street.
5. The Municipality agrees 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.
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 roads, or any interest in the roads 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.

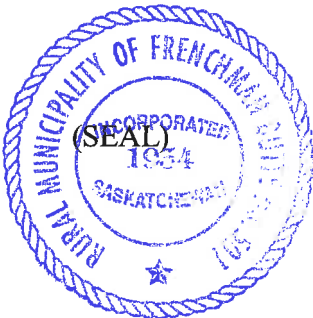
(b) Clause 6(a) pertains only if the land has not become part of a subdivision pursuant to *The Planning & Development Act*.

(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 the R.M. of Frenchman Butte No. 501 Municipal Office, in the Province of Saskatchewan, this 12<sup>th</sup> day of June, 2014.

Rural Municipality of Frenchman Butte No. 501



[Signature]  
Reeve

[Signature]  
Administrator

[Signature]  
Witness

[Signature]  
Purchaser

Shane  
Witness

Joseph Fink  
Purchaser

**AFFIDAVIT OF EXECUTION**

I, Maximilian Bence, of the Co of Fergusons Bay, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see ANTON FINK 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 PARADISE HILL, in the Province of Saskatchewan, on the 16 day of JUNE, 2014 and that I am the subscribing witness thereto.

3. THAT I know the said ANTON FINK and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the VILLAGE )  
of PARADISE HILL, in the Province )  
of Saskatchewan, this 16 day )  
of JUNE, 2014. )

Shane ) Shane  
\_\_\_\_\_ ) \_\_\_\_\_

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

My commission expires: 30<sup>th</sup> of September 2016.  
or Being a Solicitor.

**AFFIDAVIT OF EXECUTION**

I, MARILYN BROWN, of the km of YRELMAN BUFF, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see SOPHIE FINIK 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 PARADISE HILL, in the Province of Saskatchewan, on the 16 day of JUNE, 2014 and that I am the subscribing witness thereto.

3. THAT I know the said SOPHIE FINIK and she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the VILLAGE )  
of PARADISE HILL, in the Province )  
of Saskatchewan, this 16 day )  
of JUNE, 2014. )

[Signature] ) [Signature] )

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.  
My commission expires: September 30, 2018

or Being a Solicitor.

**Gail Carruthers**

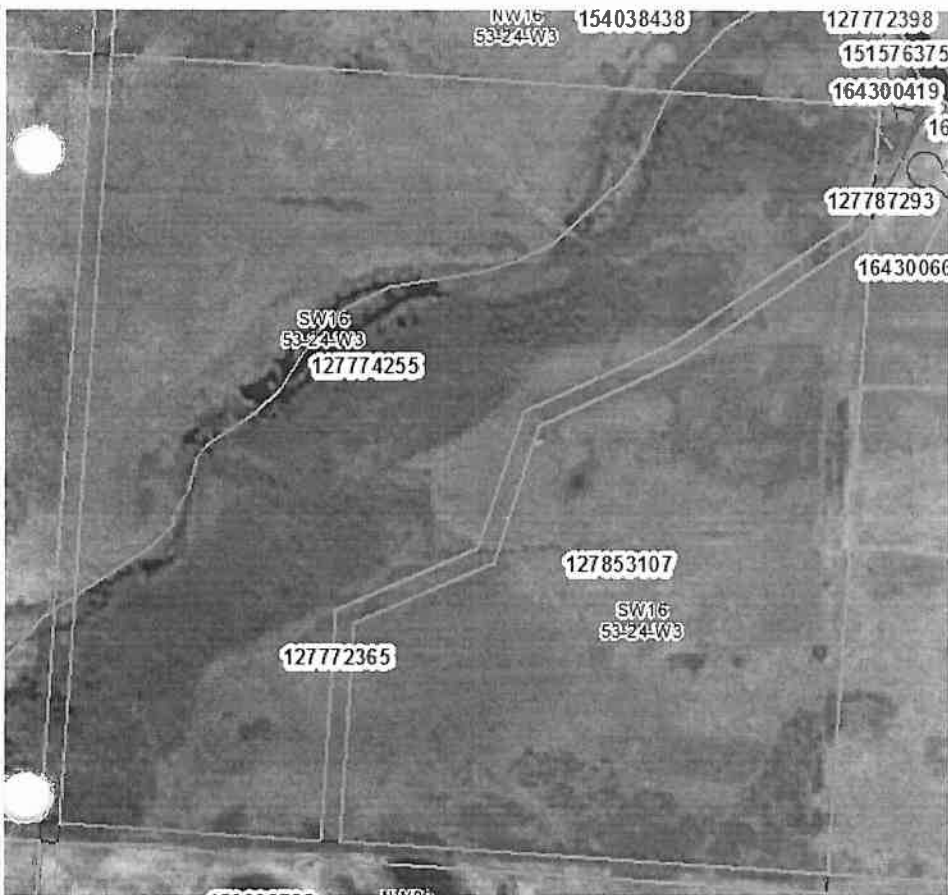
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**From:** Bob Schmidt <bob.schmidt@sasktel.com>  
**Sent:** July-07-14 4:04 PM  
**To:** rm501pwm@sasktel.net  
**Subject:** SaskTel July 7 note re RM Road Closure re RM of Frenchman Butte No. 501 SW 16-53-24-W3  
**Attachments:** ISC Maps of Fink Roads to be Closed.pdf; Road to be closed.pdf

Ms. Carruthers, please use this email as SaskTel's consent that this road closure will have no effect on SaskTel's existing buried facilities, and that SaskTel has NO objection to the closure.

Thanks.

bob s





Bob Schmidt, BAC RWP  
Land & Easements Manager  
140 - 1ST AV N, 5TH FLR  
SASKATOON  
S7K 1W8  
Saskatoon tel: 306 931.5650  
Regina tel: 306 777.4932  
email: [bob.schmidt@sasktel.com](mailto:bob.schmidt@sasktel.com)

----- Forwarded message -----

From: **Gail Carruthers** <[rm501pwm@sasktel.net](mailto:rm501pwm@sasktel.net)>  
Date: 29 May 2014 16:51  
Subject: RM Road Closure  
To: [bob.schmidt@sasktel.com](mailto:bob.schmidt@sasktel.com)

Hi Bob,

Our R.M. is seeking to close an old un-used R.M. road, as requested by the Fink family. The Provincial government requires us to obtain written approval from SaskTel before they will allow us to close the road.

If you feel that closing this road will not impact your ability to access your facilities, could you please provide written consent to our R.M.? I am attaching two documents, one showing the general location of the road, and another with four detailed pages of the road location.

If you have any questions, please give me a call. Thank you for your help with this matter.

Sincerely,



Gail Carruthers

Municipal Works Coordinator

RM of Frenchman Butte No. 501

Box 180 Paradise Hill, SK S0M 2G0

Tel: (306) 344-2034 Fax (306) 344-4434

Email: [rm501pwm@sasktel.net](mailto:rm501pwm@sasktel.net)

**NOTICE:** This confidential e-mail message is only for the intended recipients. If you are not the intended recipient, be advised that disclosing, copying, distributing, or any other use of this message, is strictly prohibited. In such case, please destroy this message and notify the sender.



Land Services  
700 - 1777 Victoria Avenue  
Regina, Saskatchewan S4P 4K5  
T: (306)777-9651  
F: (306)569-9444  
Email: hcoghll@saskenergy.com

June 13, 2014

R.M. of Frenchman Butte No. 501  
P.O. Box 180  
Paradise Hill, SK S0M 2G0

Attention: Gail Carruthers

Dear Madam:

Re: **Proposed Road Closure - NW & NE 16-53-24W3M**  
**Our File: 14-19707**

Please be advised that TransGas Limited and SaskEnergy Incorporated do not maintain any gas facilities in the proposal.

Accordingly, we hereby consent to the proposed closure of:

**Ptn of road in NW & NE 16-53-24W3M in the R.M. of Frenchman  
Butte No. 501.**

This consent is only valid for a period of one year from the above date.

Yours truly,

**SaskEnergy Incorporated**

Heather Coghill  
Land Assistant  
Land Services

/hc

