

THE RESORT VILLAGE OF CHITEK LAKE

BYLAW NO. 92/2011

**A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF A MUNICIPAL ROAD OR STREET.**

The Council of the Resort Village of Chitek Lake 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 the municipal road or street described as:

The Back Lane adjacent to Blocks G, Lots 1 – 5, Plan #64B08628 and Block J, Lots 6 – 7, Plan #70B01582

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 19<sup>th</sup> day of May, 20 11.

Certified to be a true and accurate copy  
Of Bylaw 92/2011 which was passed by  
Council of the Resort Village of Chitek  
Lake on May 19<sup>th</sup>, 2011.

Administrator

**EXHIBIT "A"**

**AGREEMENT TO CLOSE AND SELL (TRANSFER) ALL OR PART OF  
A MUNICIPAL ROAD /STREET**

This agreement made this 3rd day of May, 2011.

Between:

The Resort Village of Chitek Lake

And

Marc Lepage  
of Box 61, Chitek Lake, Sask. S0J 0L0

Whereas the municipal road or street adjacent to Block G, Lots 1 – 5, Plan #64B08628 and Block J, Lots 6 – 7, Plan #70B01582 is no longer required for use by the traveling public, and

Whereas access to other lands is not eliminated by this agreement; and

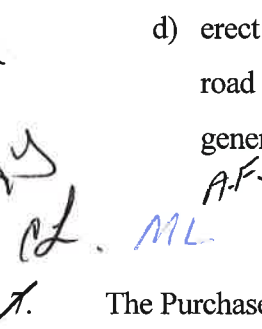
Whereas the Purchaser is desirous of acquiring the road or street and the municipality is prepared to close and transfer the same to the Purchaser, pursuant to section 13 *The Municipalities Act*, and

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.
2. The Purchaser shall pay the Municipality the sum of \$6291.74 + \$314.59 GST for the road or street.

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 or street.
  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
    - 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.
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 The handwritten notes include a large 'A' at the top left, 'ML' in blue ink, and 'A.F.' in black ink. There are also several other scribbles and initials in black ink.
6. 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 Chitek Lake, in the Province of Saskatchewan, this 3rd  
day of May, 2011.

Resort Village of Chitek Lake



Albert Fee  
Mayor Albert Fee

Cindy Larson  
Administrator Cindy Larson

Marleen Trach  
Witness Marleen Trach

Marc Lepage  
Purchaser Marc Lepage

CANADA )  
PROVINCE OF SASKATCHEWAN )  
TO WIT: )

**AFFIDAVIT OF EXECUTION**

I, Marleen Trach, of the Resort Village of Chitek lake, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Marc Lepage 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 RV of Chitek lake, in the Province of Saskatchewan, on the 3rd day of may, 2011 and that I am the subscribing witness thereto.
3. THAT I know the said Marc Lepage and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the RV )  
of Chitek lake, in the Province )  
of Saskatchewan, this 3rd day )  
of may, 2011. )

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

My commission expires: November 30, 2013  
or Being a Solicitor.

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)  
)  
[Signature]  
Marleen Trach