

BYLAW NO. 2022-012

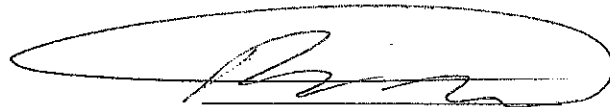
**A BYLAW OF THE VILLAGE OF VIBANK
IN THE PROVINCE OF SASKATCHEWAN
TO PROVIDE FOR THE SALE OF DEDICATED LANDS.**

Pursuant to *The Planning and Development Act, 2007*, the Council of the Village of Vibank in the Province of Saskatchewan enacts as follows:

1. To subdivide and sell that portion of Municipal Reserve MR1, Plan No. 102067983 described as the most easterly 1.83 meters of the municipal reserve as shown in the Plan of Proposed Subdivision drawn by GeoVerra Inc., dated November 30, 2020, Job No. 222750, which forms part of this bylaw and shown on Exhibit "A";
2. Subject to the terms and conditions set out in the agreement marked as Exhibit "B" which is attached to and forms part of this bylaw; and
3. Subject to the consolidation of the subdivided most easterly 1.83 meters of the municipal reserve with the adjacent existing Lot 8, Block 1 Plan No. 102067983 as per the Plan of Proposed Subdivision drawn by GeoVerra Inc., dated November 30, 2020, Job No. 222750, which forms part of this bylaw and shown on Exhibit "A".

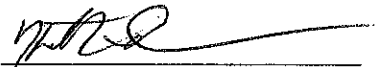
Bylaw No. 2021-001 is hereby repealed.

This Bylaw shall come into force on the date of approval by the Minister of Government Relations.



Mayor

(Seal)



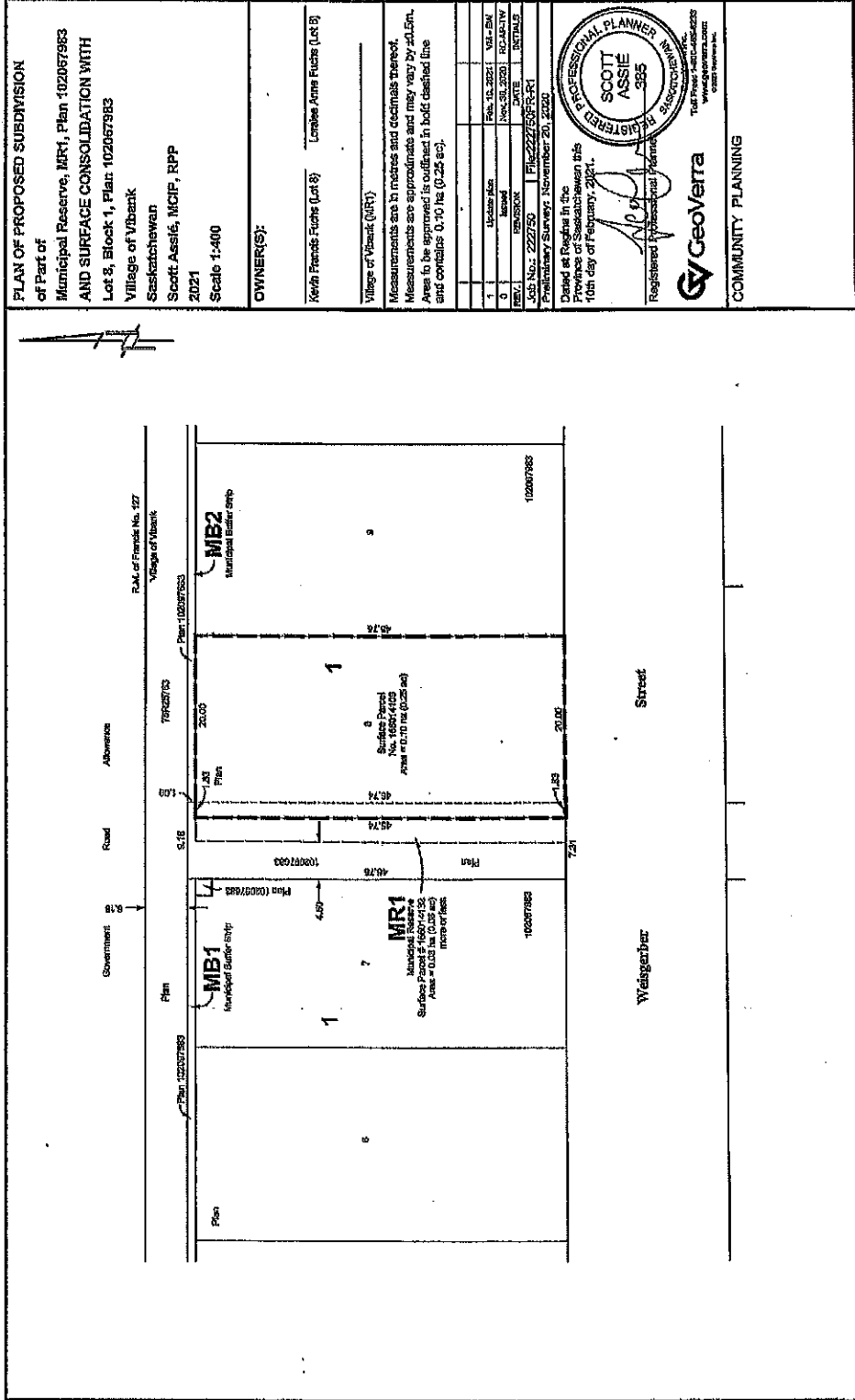
Administrator

Read a first time this 22nd day of November, 2022

Read a second time this ___ day of _____, 2023

Read a third time this ___ day of _____, 2023

EXHIBIT "A"
PLAN OF PROPOSED SUBDIVISION



PLAN OF PROPOSED SUBDIVISION
of Part of
Municipal Reserve, MR1, Plan 102067983
AND SURFACE CONSOLIDATION WITH
Lot 8, Block 1, Plan 102067983
Village of Vibank
Saskatchewan
Scott Assie, MCIP, RPP
2021
Scale 1:400

OWNER(S):
Kerla Francis Fuchs (Lot 8) Lenore Anne Fuchs (Lot 9)

Village of Vibank (MR1)
Measurements are in metres and decimals thereof.
Measurements are approximate and may vary by ±0.5m.
Area to be approved is outlined in bold dashed line
and contains 0.10 ha (0.25 ac).

1	Measure Area	Plan 10, 2021	VIA - DM
0	Measure	Nov. 30, 2020	REGISTRY
REV.	REVISION	DATE	DETAILS
Job No.:	222750	Plan 222750-R-1	
Preliminary Survey, November 20, 2020			

Dated as Reginal in the
Province of Saskatchewan this
10th day of February, 2021.

SCOTT ASSIE
 395
 Registered Professional Planner
 www.geoverta.com
 306-766-8888

GeoVerTa
COMMUNITY PLANNING

EXHIBIT "A"

AGREEMENT TO PROVIDE FOR THE SALE OF DEDICATED LANDS – MUNICIPAL RESERVE

THIS SALE AGREEMENT made the ____ day of _____, 2023

BETWEEN

THE VILLAGE OF VIBANK
(the Municipality)

AND

KEVIN FRANCIS FUCHS & LORELEE ANNE FUCHS.
(the Purchaser)

WHEREAS the Village owns the land described as:

Surface Parcel #: 166014132
Reference Land Description: MR1, Plan No. 102067983

The most easterly 1.83 meters of the municipal reserve as shown on the Plan of Proposed Subdivision drawn by GeoVerra Inc., dated November 30, 2020, Job No. 222750 (the Land).

AND WHEREAS the Purchaser has offered to purchase the Land from the Village, subject to the Village passing a bylaw pursuant to section 199 of *The Planning and Development Act, 2007*, and the Village wishes to sell the same to the Purchaser to accommodate the encroachment of their dwelling (Lot 8, block 1, Plan 102067983) on to the Municipal Reserve; and

AND WHEREAS the subject municipal dedicated lands have never been constructed; and

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

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants, undertakings, promises, and agreements hereinafter set forth, the Parties do hereby agree as follows:

1. Subject to the Village passing a bylaw pursuant to section 199 of *The Planning and Development Act, 2007*, the Purchaser hereby agrees to purchase the Land from the Village, who hereby agrees to sell the same to the Purchaser at the fair market value of \$4,200.00 (the "Purchase Price").
2. The Purchased Land shall be consolidated with the adjacent existing title as per the Plan of Proposed Subdivision drawn by GeoVerra Inc., dated November 30, 2020, Job No. 222750, free and clear of all encumbrances except for easements registered by

SaskPower, SaskTel, SaskEnergy, and non-debt interests registered by the Village and other government agencies.

3. If there is a third-party debt interest registered against the Land, the Village shall be responsible for release of such interest(s). The Purchase Price funds shall be retained in trust until the third-party interest(s) are discharged; however, the Purchase Price funds once releasable to the Village may be utilized to discharge such third party debt interest.
4. The Village acknowledges that it had the opportunity to seek independent legal and financial advice prior to executing this Agreement.
5. This Agreement shall be binding on the Parties hereto, their successors, heirs and assigns.

IN WITNESS WHEREOF this Agreement is executed on;

Dated at _____, in the Province of Saskatchewan, this _____ day of _____, 2023.

Village of Vibank

Mayor

Administrator

(SEAL)

Witness

Purchaser