

BYLAW NO. 09-2025

RURAL MUNICIPALITY OF DUFFERIN #190

A BYLAW TO PROVIDE FOR THE CLOSURE AND TRANSFER OF A
PORTION OF A MUNICIPAL ROAD

Under the authority granted by Section 13 (1) of *The Municipalities Act*, SS 2005, c M-36.1, the Council of the Rural Municipality of Dufferin No. 190, in the Province of Saskatchewan, enacts as follows;

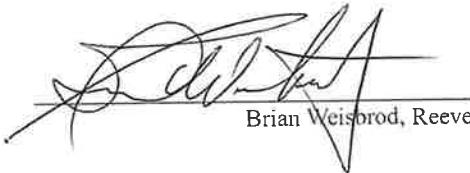
1. The RM of Dufferin No. 190 agrees to close and transfer that portion of the municipal road right-of-way described as Parcel A, Plan 102295526 Ext 0, lying within the bold red line on the attached map in Schedule A on the terms and conditions set out in the agreement marked as Exhibit "1" which is attached to and forms part of the Bylaw.
2. To consolidate the above-described portion of the lands with the adjacent existing titles in exchange for the dedication of the new proposed *Road B* (1.764 ha), as per the Plan of Proposed Subdivision by Midwest Surveys dated June 27, 2025, and as shown on Schedule B.

This Bylaw will take effect upon the date it is approved by the Minister of Government Relations and title registration with the consent of the Ministry of Highways and Infrastructure.

Introduced and read a first time the 11th day of Sept 2025.

Read a second time this 11th day of Sept 2025.

Read a third and final time on the unanimous consent of the Council this 11th day of Sept 2025.

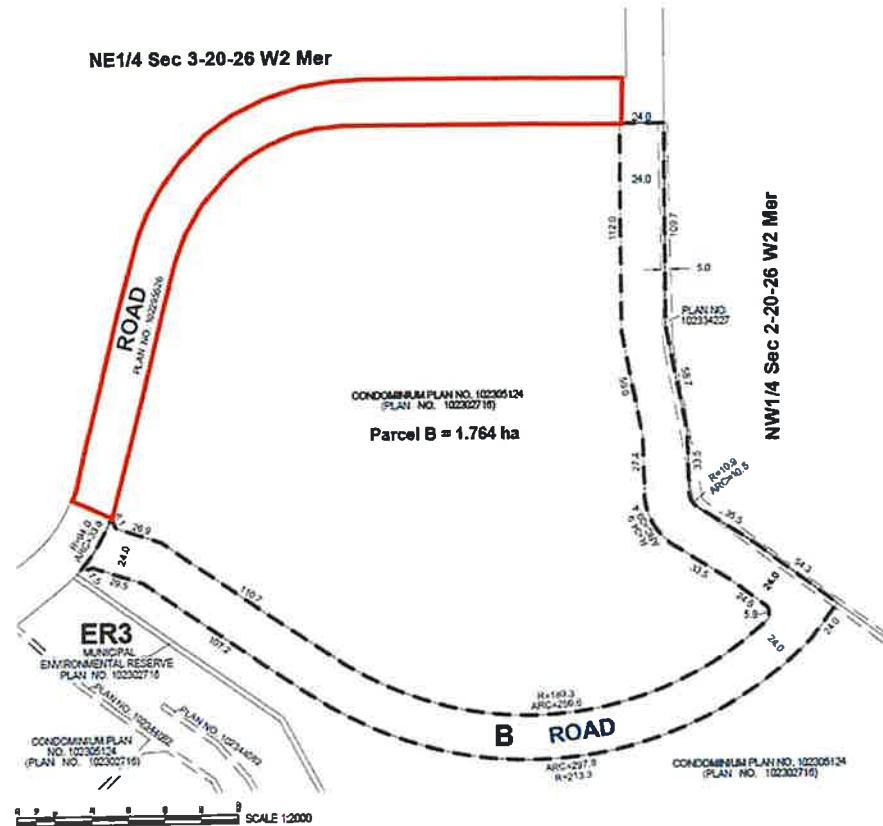


Brian Weisbrod, Reeve

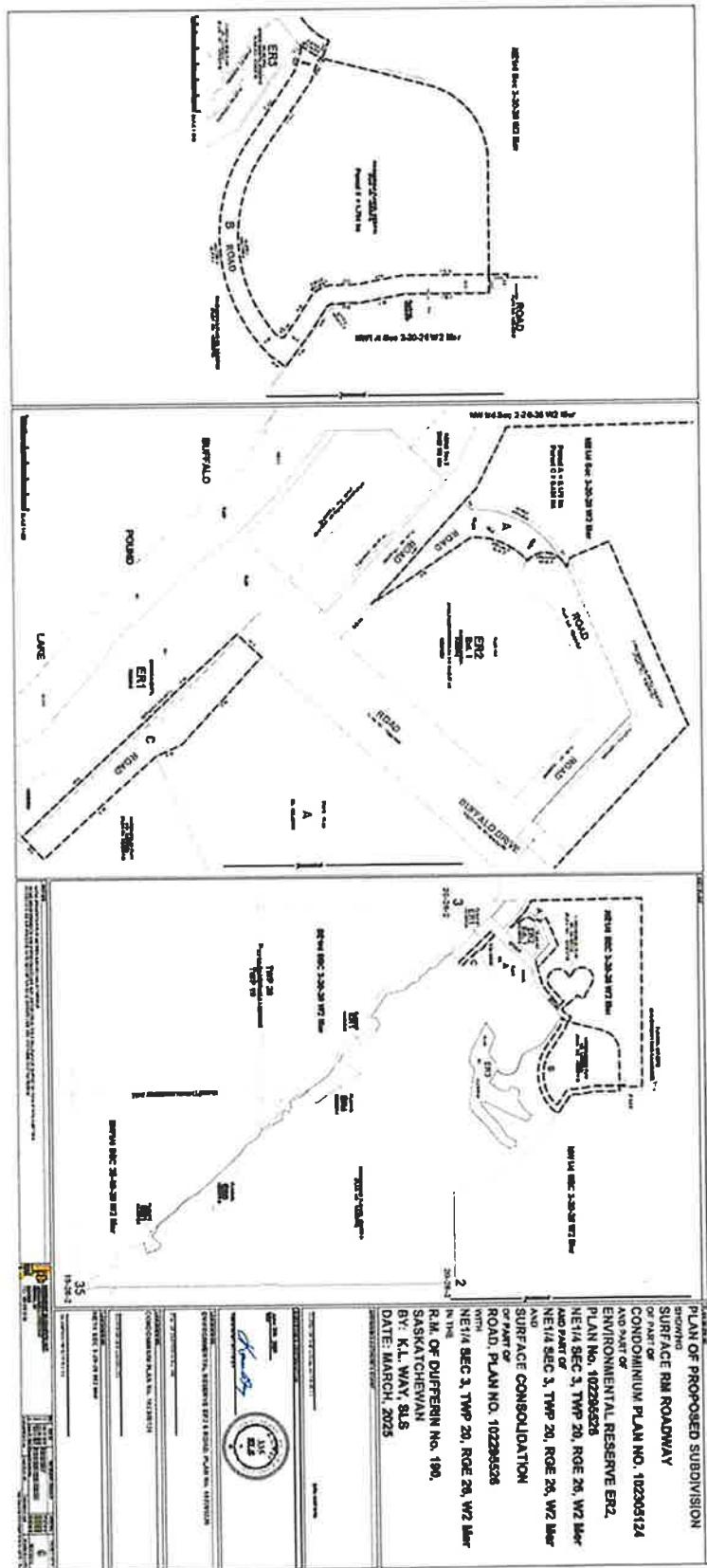


Tobi Duck, CAO

SCHEDULE A



SCHEDULE B



LAND EXCHANGE AGREEMENT

THIS AGREEMENT made this 14 day of September, 2025.

BETWEEN:

RURAL MUNICIPALITY OF DUFFERIN NO. 190
a municipal corporation continued pursuant
to *The Municipalities Act, 2005*

hereinafter referred to as the "RM"

- and -

GLAMPING RESORTS LTD.
1400-2500 Victoria Ave, Regina SK S4P 3X2

hereinafter referred to as the "Owner"

- and -

NORTHSHORE LANDS LTD.
PO Box 35006, Regina RPO, Sherwood Village SK S4X 4C6
Formerly Developed by
101216813 Saskatchewan Ltd.
PO Box 1234 Moose Jaw SK S6A 4R3

hereinafter referred to as the "Owner"

WHEREAS:

A. the RM has, by virtue of section 12 of *The Municipalities Act, 2005* (the "Act"), the direction, control and management of road allowances in the RM, including that portion of road allowance located within the NE 03 20 26 W2 and shown outlined in red on the map attached hereto as Schedule "A" (the "Road Allowance");

B. the Owners are the registered owners of the lands legally described as follows:

NE 03 20 26 2 Ext 47; Parcel 203538281 – Glamping Resorts Ltd.
NW 02-20-26 W2, Plan 102305124 (ISC Parcel 203545133) Northshore Lands

(the "Lands")

C. the Owner (Formerly owned and developed by 101216813 Saskatchewan Ltd) developed lands within the RM and entered into a servicing agreement dated April 21, 2016 whereby the Developer agreed, among other things, to construct the roads to service the proposed development but by virtue of an amending agreement dated September 11, 2025, certain portions of the roads must be relocated (the "New Roads") due to the inability of the Owner to construct that portion of the roads to the specifications set out in the servicing agreement at the location originally planned (the servicing agreement and amendment thereto hereinafter referred to collectively as the "Servicing Agreement");

D. to facilitate the construction of the New Roads, the parties have agreed to exchange lands in accordance with this Agreement;

E. access to other lands will not be eliminated by this Agreement;

F. the RM is prepared to close and transfer the Road Allowance to the Owner, pursuant to section 13 of the Act, and the Owner is prepared to transfer a portion of the Lands, as further described herein, to the RM;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The RM agrees to transfer, and the Owner (Northshore Lands Ltd) agrees to accept transfer of the Road Allowance.
2. The Owners, agree to transfer:
 - a. that portion of the Lands described as Parcel B, being an area of approximately 1.764 ha (4.358 acres), on the Plan attached hereto as Schedule "A," for the purpose of a municipal road; and
 - b. that portion of the Lands described as Parcel A and highlighted in red, being an area of approximately .11 ha (.27 acres), on the Plan attached hereto as Schedule "B" for the purpose of a municipal road.

(here in after collectively referred to as the "Transferred Land").

The Transferred Land will be registered in the name of the Crown in Right of Saskatchewan.

3. The transfers referred to in sections 1 and 2 are subject to the following conditions precedent:

- a) The Owner, Northshore Lands, obtaining a subdivision creating separate title to the Lands and Road Allowance; and
- b) The RM passing a bylaw authorizing the closure and sale of the Road Allowance and obtaining ministerial and utility consent, if applicable, for the closure and sale of the Road Allowance.

If the Owner, Northshore Lands is unsuccessful in meeting the conditions precedent, this Agreement shall terminate without obligation to either party. In the event, Northshore Lands is successful in meeting the conditions precedent, the transfer shall close within one hundred and twenty (120) days following completion of the subdivision.

- 4. Upon receipt of all necessary documentation and upon payment of the Purchase Price of \$1.00, the RM agrees to complete the transfer of title.
- 5. The Owner agrees to accept the Road Allowance in its present condition. The Owner agrees to save harmless and keep indemnified the RM and the Crown in right of Saskatchewan or either of them from and against any future expenses, damages, claims, demands or judgments concerning the Road Allowance.
- 6. The RM agrees to accept the Transferred Land in its present condition. Subject to the provisions of the Servicing Agreement, the RM agrees to save harmless and keep indemnified the Owner from and against any future expenses, damages, claims, demands or judgements concerning the Transferred Land.
- 7. The Owner, Northshore Lands, covenants and agrees with the RM to:
 - a) incur all costs to convey title to the Road Allowance and Transferred Lands and may require a review for intended land use by Community Planning;
 - b) incur all costs to survey the Lands and Road Allowance to facilitate transfer;
 - c) incur all costs imposed by the Ministry of Highways for approval of the road closure and sale; and
 - c) be responsible for all Information Services Corporation (ISC) fees related to the transfer. (Northshore Lands)

The RM shall invoice the Owner(s) for all costs referred to above and such costs shall be paid within 30 days of the invoice date.

- 8. (a) Any road closure 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 RM requests the return of the Road Allowance for use by the public as a municipal road or

street or for the purposes of a public utility or municipal utility, the road or street, or any interest in the Road Allowance that is necessary to enable the Crown in right of Saskatchewan or a Crown utility or the RM to fulfill the purpose on which its request is based, must be returned to the Crown in right of Saskatchewan, without compensation.

(b) Clause 7 pertains only if the Road or Street has not become part of a subdivision pursuant to *The Planning & Development Act, 2007*.

(c) All costs associated with registering an interest pursuant to this section shall be borne by the Municipality.

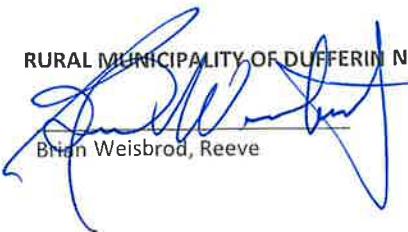
9. The Owner, Glamping Resorts shall, without charge, grant utility line easements as may be required by the Saskatchewan Power Corporation, Sask Energy and Saskatchewan Telecommunications for any existing lines.
10. The parties agree to do all such acts and to execute, acknowledge and deliver such further documents, assurances and instruments as may from time to time be required to effectively and expeditiously carry out the terms of this Agreement.
11. This Agreement, and its interpretation, implementation, and enforcement, shall be governed by the laws applicable in the Province of Saskatchewan and the Parties hereby attorn to the jurisdiction of the Courts of Saskatchewan.
12. This Agreement constitutes the entire Agreement between the parties with respect to all matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings not incorporated herein and made a part hereof.
13. If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.
14. Time shall be of the essence of this Agreement.
15. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

[EXECUTION PAGE TO FOLLOW]

DATED the 11th day of Sept, 2025


Witness/Seal
TATIANA WALKER
Name:

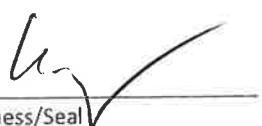
RURAL MUNICIPALITY OF DUFFERIN NO. 190


Brian Weisbrod, Reeve


Witness/Seal
Liana Campbell
Name:

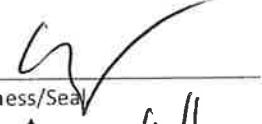

Tobi Duck, Administrator

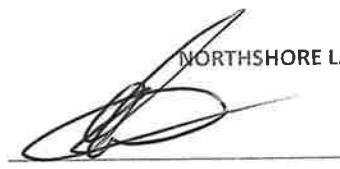
DATED the 24th day of Sept, 2025


Witness/Seal
Mac Kelly
Name:


GLAMPING RESORTS LTD.

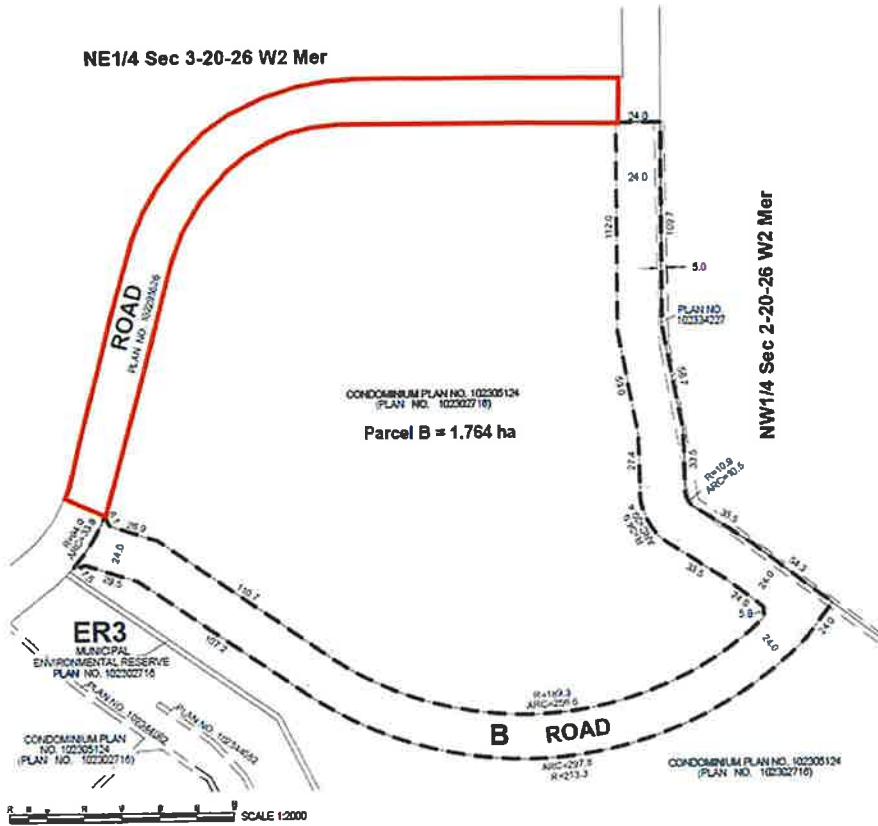
Per:


Witness/Seal
Mac Kelly
Name:

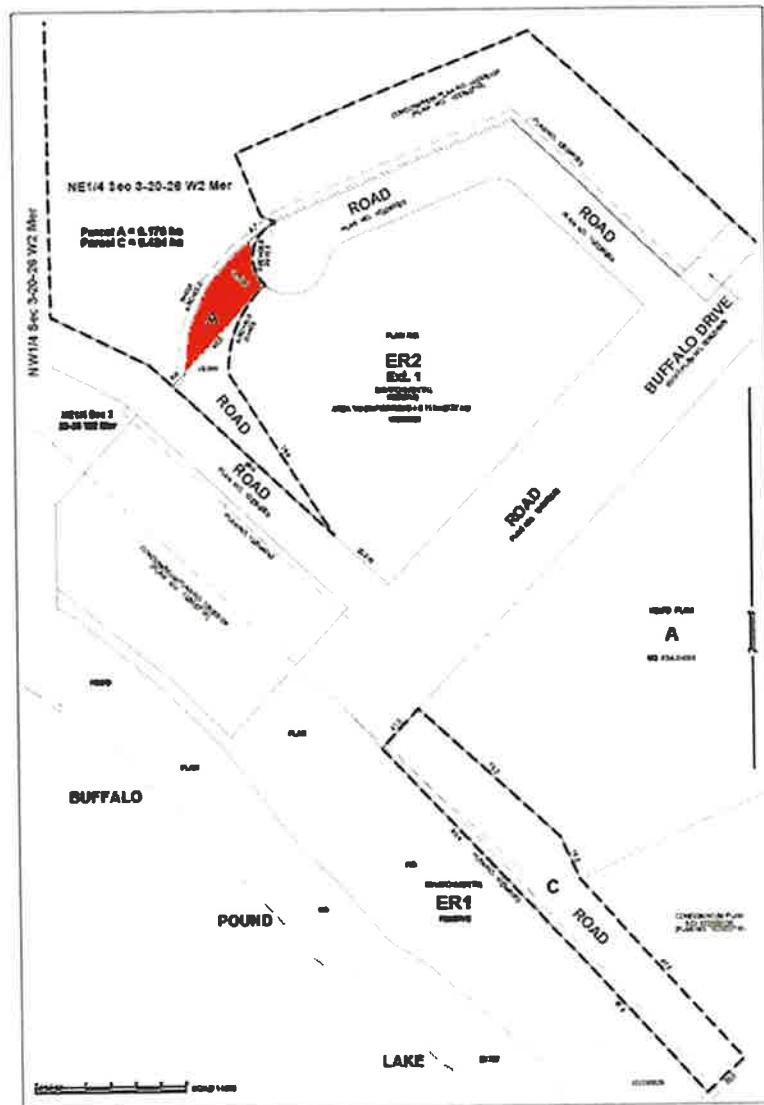

NORTHSHORE LANDS LTD.

Per:

SCHEDULE "A"
ROAD ALLOWANCE



SCHEDULE "B"
TRANSFERRED LAND



C A N A D A)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Marc Kell, of the city of Regina, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Don Schneider 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 city of Regina, in the Province of Saskatchewan, on the 24 day of September, 2025 and that I am the subscribing witness thereto.
3. THAT I know the said Don Schneider and she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the City)
of Regina, in the Province)
of Saskatchewan, this 24th day)
of Sept, 2025)

Yvonne Zebth)
COMMISSIONER FOR OATHS)
of Saskatchewan.
My commission expires: March 31, 2028
~~or Being a Solicitor~~ AK