

BYLAW NO. 3(96)

A BYLAW OF THE TOWN OF OUTLOOK TO PROVIDE FOR ENTERING INTO AN AGREEMENT (LETTER OF UNDERSTANDING) UNDER SECTION 175 (1) (a) OF THE URBAN MUNICIPALITY ACT, 1984.

The Council of the Town of Outlook in the Province of Saskatchewan, enacts as follows:

1. The Town of Outlook is hereby authorized to enter into a Letter of Understanding, attached hereto and forming part of this bylaw and identified as Exhibit A; with:

**Ronald Larry Warwaruk and Mavis Amelia Warwaruk**  
(hereinafter called "the Owners"), and

**Stan Murphy and Donna Murphy**  
(hereinafter called "the Purchasers")

for the purpose stated within the letter of understanding.

2. The Mayor and Town Administrator of the Town of Outlook are hereby authorized to sign and execute the attached letter of understanding identified as Exhibit A.

READ a first time this 9th day of January A.D., 1996.

READ a second time this 9th day of January A.D., 1996.

READ a third time and adopted this 9th day of January A.D., 1996.

(SEAL)

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

Certified a true copy of  
Bylaw No. 3(96) of the  
Town of Outlook adopted  
by resolution of Council  
on the 9th day of January,  
1996, A.D.

(SEAL)

  
\_\_\_\_\_  
Administrator

## Exhibit A

**A LETTER OF UNDERSTANDING**

**BETWEEN:** **Ronald Larry Warwaruk and Mavis Amelia Warwaruk,**  
Box 820, Outlook, Saskatchewan, S0L 2N0  
(hereinafter called "the Owners"), and

**Stan Murphy and Donna Murphy,**  
Box 804, Outlook, Saskatchewan, S0L 2N0  
(hereinafter called "the Purchasers")

**AND:** **the Town of Outlook,**  
Box 518, Outlook, Saskatchewan, S0L 2N0  
(hereinafter called "the Town").

**WHEREAS:**

1. The Owners are the registered owners of and reside on the following land located within the corporate limits of the Town:  
*All that portion of the South West Quarter of Section 21, Township 29, Range 8, West of the Third Meridian, Saskatchewan, which lies to the West of the South Saskatchewan River shown on Township Survey dated May 16, 1885, (28 acres), EXCEPTING: 2.60 acres, for the Right of Way of the Canadian Pacific Railway on Plan AD 490, MINERALS IN THE CROWN;*
2. The Owners have agreed to sell to the Purchasers that portion of the said land lying to the south of the said Railway (hereinafter called "the subdivided land") subject to receiving approval to subdivide the land under *The Planning and Development Act, 1983*; and
3. The Purchasers intend to construct a residence on the subdivided land; and
4. The Owners and Purchasers have individually decided to reside on the said lands with the knowledge that the said lands are remotely located from the Town's municipal services and that it is not economically feasible for the Town to supply all of its services to the said lands.

**NOW THEREFORE** it is hereby understood by all the signatories to this Letter that:

1. The Owners and Purchasers are individually responsible for providing water supply, sewage disposal and garbage disposal systems for their respective residences, and the Town shall have no responsibility therefor, subject to any health requirements prescribed by provincial legislation or regulations;
2. The Owners and Purchasers are individually responsible for obtaining electrical, telecommunication, natural gas or other utility services as may be required and the Town shall have no responsibility therefor;

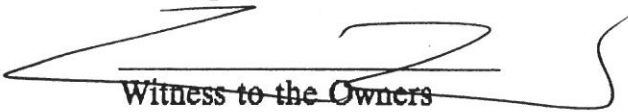
3. The Town shall continue the up-keep and maintenance of the existing roads lying within the limits of Road Plan 84S03488 and the road allowance between the SW ¼ Section 20 and SE ¼ Section 21-29-8-W3M as required under *The Urban Municipality Act, 1984* subject to an annual budget established by the Town solely at its discretion and which may limit grading the roads to a maximum of four (4) times a year;
4. Any future improvement or up-grading of the said roads shall be mutually agreed to and funded by all the signatories;
5. The Town has no control of, jurisdiction over or responsibility for the driving surfaces located on the lands held by the Owners or Purchasers, or located outside the corporate limits of the Town;
6. The Owners and Purchasers agree to pay all taxes levied against the said lands on the basis and in accordance with the assessment role entries as may be amended in accordance with provincial legislation and regulations.
7. The Owners and Purchasers will individually apply for and obtain all development, building, plumbing and other permits as may be required and the Town shall have no responsibility therefor other than to issue any permits that it finds it is legally bound to issue;
8. Nothing herein shall be deemed to oblige the Town to provide any police or fire protection greater than that available throughout any Rural Municipalities adjoining the Town;
9. The Owners and Purchasers shall not hold the Town responsible for any damage caused by any soil or slope movement along the valley of the South Saskatchewan River unless the it is shown the movement was negligently caused by actions undertaken by the Town;
10. The Owners and Purchasers acknowledge and agree that:
  - a) if selling their respective land, they will advise all prospective purchasers of this Letter and its contents; and
  - b) the Town shall register a caveat on the title to the lands described herein under section 215(2) and 215.1 of *The Planning and Development Act, 1983* to protect its interests expressed herein and to any advise prospective future owners of the said lands of the Town's interests;
11. This Letter of Understanding shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties and the personal representatives and heirs of the Owners and the Purchasers.

- 12. In the event that the aforesaid subdivision is not approved, the Town may at its option, on one (1) month's notice to the Owners, declare this Letter to be null and void;
- 13. There are no representations, warranties, covenants or agreements other than those contained in this Letter;
- 14. The Owners, Purchasers and Town shall execute such further and other documents and assurances as may be required to carry out the terms, agreements, stipulations and intent of this Letter and any documents emanating herefrom;
- 15. Each of the covenants, terms and provisions hereof are severable from every other covenant, term or provision hereof and the invalidity or unenforceability of any one or more covenant, term or provision shall not affect the validity or enforceability of the remaining portions of this Letter; and

IN WITNESS WHEREOF the parties have executed this Letter in triplicate on this

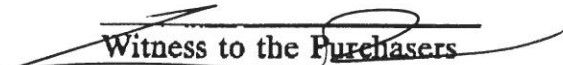
\_\_\_\_\_ day of \_\_\_\_\_, A.D. 199\_\_\_\_,

SIGNED, SEALED & DELIVERED  
in the presence of:

  
Witness to the Owners

) R. Larry Warwaruk  
 ) Ronald Larry Warwaruk  
 ) Mavis Warwaruk  
 ) Mavis Amelia Warwaruk

SIGNED, SEALED & DELIVERED  
in the presence of:

  
Witness to the Purchasers

) \_\_\_\_\_  
 ) Stan Murphy  
 ) Donna Murphy  
 ) Donna Murphy

Town of Outlook

(seal)

) Darryl Topin  
 ) Mayor DARRYL TOPIN  
 ) Lawrence Zarubiak  
 ) Administrator LAWRENCE ZARUBIAK

C A N A D A )

PROVINCE OF SASKATCHEWAN )

AFFIDAVIT OF EXECUTION

TO WIT: )

*[Handwritten initials]*

I, *Carl John Clark*, of Outlook, in the Province of Saskatchewan, *Polson*, MAKE OATH AND SAY:

1. THAT I was personally present and did see *Dennis Murphy* named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at Outlook, in the Province of Saskatchewan, on the *18<sup>th</sup>* day of *December*, 1995 and that I am the subscribing witness thereto.

3. THAT I know the said *Dennis Murphy* and he/she is, in my belief, of the full age of 18 years or more.

SWORN BEFORE ME at Outlook, in )  
the Province of Saskatchewan, this )  
*18<sup>th</sup>* day of *December*, 1995. )

*[Handwritten signature]*

*[Handwritten signature]*

A COMMISSIONER FOR OATHS in and  
for the Province of Saskatchewan.  
My commission expires:  
- or - Being a Solicitor.



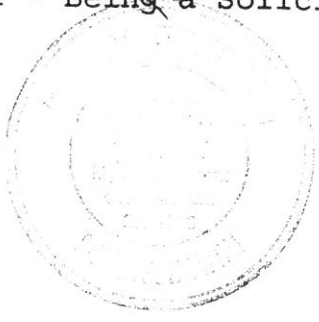
C A N A D A )  
PROVINCE OF SASKATCHEWAN ) AFFIDAVIT OF EXECUTION  
TO WIT: )

I, Colin John Clark, of Outlook, in the Province of Saskatchewan, Saskatoon, MAKE OATH AND SAY:

1. THAT I was personally present and did see Ronald Larry Wawerski named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. THAT the same was executed at Outlook, in the Province of Saskatchewan, on the 18<sup>th</sup> day of December, 1995 and that I am the subscribing witness thereto.
3. THAT I know the said Ronald Larry Wawerski and he/~~she~~ is, in my belief, of the full age of 18 years or more.

SWORN BEFORE ME at Outlook, in )  
the Province of Saskatchewan, this )  
18<sup>th</sup> day of December, 1995. )

[Signature] )  
A COMMISSIONER FOR OATHS in and )  
for the Province of Saskatchewan. )  
My commission expires:  
- or - Being a Solicitor.



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

I, Colin John Clark, of Outlook, in the Province of Saskatchewan, Polson, MAKE OATH AND SAY:

1. THAT I was personally present and did see Mavis Annabel Utewana named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at Outlook, in the Province of Saskatchewan, on the 18<sup>th</sup> day of December, 1995 and that I am the subscribing witness thereto.

3. THAT I know the said Mavis Annabel Utewana and he/she is, in my belief, of the full age of 18 years or more.

SWORN BEFORE ME at Outlook, in )  
the Province of Saskatchewan, this )  
18<sup>th</sup> day of December, 1995. )

[Signature]  
A COMMISSIONER FOR OATHS in and  
for the Province of Saskatchewan.  
My commission expires:  
- or - Being a Solicitor.





C A N A D A )

PROVINCE OF SASKATCHEWAN )

AFFIDAVIT OF EXECUTION

TO WIT: )

I, \_\_\_\_\_, of Outlook, in the Province of Saskatchewan, \_\_\_\_\_, MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at Outlook, in the Province of Saskatchewan, on the \_\_\_\_\_ day of \_\_\_\_\_, 1995 and that I am the subscribing witness thereto.

3. THAT I know the said \_\_\_\_\_ and he/she is, in my belief, of the full age of 18 years or more.

SWORN BEFORE ME at Outlook, in )  
the Province of Saskatchewan, this )  
\_\_\_\_\_ day of \_\_\_\_\_, 1995. )

\_\_\_\_\_  
A COMMISSIONER FOR OATHS in and  
for the Province of Saskatchewan.  
My commission expires:  
- or - Being a Solicitor.



**A LETTER OF UNDERSTANDING**

**BETWEEN:** Ronald Larry Warwaruk and Mavis Amelia Warwaruk,  
Box 820, Outlook, Saskatchewan, S0L 2N0  
(hereinafter called "the Owners"), and

Stan Murphy and Donna Murphy,  
Box 804, Outlook, Saskatchewan, S0L 2N0  
(hereinafter called "the Purchasers")

**AND:** the Town of Outlook,  
Box 518, Outlook, Saskatchewan, S0L 2N0  
(hereinafter called "the Town").

**WHEREAS:**

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3. The Purchasers intend to construct a residence on the subdivided land; and
4. The Owners and Purchasers have individually decided to reside on the said lands with the knowledge that the said lands are remotely located from the Town's municipal services and that it is not economically feasible for the Town to supply all of its services to the said lands.

**NOW THEREFORE** it is hereby understood by all the signatories to this Letter that:

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2. The Owners and Purchasers are individually responsible for obtaining electrical, telecommunication, natural gas or other utility services as may be required and the Town shall have no responsibility therefor;

- 2 -

3. The Town shall continue the up-keep and maintenance of the existing roads lying within the limits of Road Plan 84S03488 and the road allowance between the SW ¼ Section 20 and SE ¼ Section 21-29-8-W3M as required under *The Urban Municipality Act, 1984* subject to an annual budget established by the Town solely at its discretion and which may limit grading the roads to a maximum of four (4) times a year;
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7. The Owners and Purchasers will individually apply for and obtain all development, building, plumbing and other permits as may be required and the Town shall have no responsibility therefor other than to issue any permits that it finds it is legally bound to issue;
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10. The Owners and Purchasers acknowledge and agree that:
  - a) if selling their respective land, they will advise all prospective purchasers of this Letter and its contents; and
  - b) the Town shall register a caveat on the title to the lands described herein under section 215(2) and 215.1 of *The Planning and Development Act, 1983* to protect its interests expressed herein and to any advise prospective future owners of the said lands of the Town's interests;
11. This Letter of Understanding shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties and the personal representatives and heirs of the Owners and the Purchasers.

- 12. In the event that the aforesaid subdivision is not approved, the Town may at its option, on one (1) month's notice to the Owners, declare this Letter to be null and void;
- 13. There are no representations, warranties, covenants or agreements other than those contained in this Letter;
- 14. The Owners, Purchasers and Town shall execute such further and other documents and assurances as may be required to carry out the terms, agreements, stipulations and intent of this Letter and any documents emanating herefrom;
- 15. Each of the covenants, terms and provisions hereof are severable from every other covenant, term or provision hereof and the invalidity or unenforceability of any one or more covenant, term or provision shall not affect the validity or enforceability of the remaining portions of this Letter; and

IN WITNESS WHEREOF the parties have executed this Letter in triplicate on this

\_\_\_\_\_ day of \_\_\_\_\_, A.D. 199\_\_\_\_,

SIGNED, SEALED & DELIVERED  
in the presence of:

*[Signature]*  
Witness to the Owners

) *R. J. Warwaruk*  
 \_\_\_\_\_  
 Ronald Larry Warwaruk

) *Mavis Warwaruk*  
 \_\_\_\_\_  
 Mavis Amelia Warwaruk

SIGNED, SEALED & DELIVERED  
in the presence of:

*[Signature]*  
Witness to the Purchasers

) *[Signature]*  
 \_\_\_\_\_  
 Stan Murphy

) *[Signature]*  
 \_\_\_\_\_  
 Donna Murphy

Town of Outlook

(seal)

) *[Signature]*  
 \_\_\_\_\_  
 Mayor Darcy Josin

) *[Signature]*  
 \_\_\_\_\_  
 Administrator  LAWRENCE ZARUBIAK