

Rural Municipality of Eldon No. 471

BYLAW No. 5/2012

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

The Council of the Rural Municipality of Eldon No. 471, 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 described as:

Surface Parcel 128113174, LLD NE 14- 49-23-W3 Plan 95B08732,
Extension 1

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

Reeve

(S E A L)

Administrator

EXHIBIT “A”

**AGREEMENT TO CLOSE AND SELL ALL OF
A MUNICIPAL ROAD**

This agreement made this _____ day of _____, _____.

Between:

The R.M. of Eldon No. 471
 (“the Municipality)

And

Donald Ferguson,
of Maidstone, Saskatchewan
 (“the Purchaser”)

Whereas the municipal road described as Plan 95B08732 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.
2. The Purchaser shall pay the Municipality the sum of \$1.00 (plus GST) for the road.
3. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
3. The Purchaser agrees to accept the road 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.
4. The Municipality covenants and agrees with the Purchaser 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 Municipality’s expense;
 - c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and
5. (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 for use by the public as a municipal road for the purposes of a public utility or municipal utility, the road, or any interest in the road 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, 2007*.

(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 Maidstone, in the Province of Saskatchewan, this _____ day of _____, 2012.

(SEAL) Reeve

Administrator

Witness

Purchaser

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

AFFIDAVIT OF EXECUTION

I, _____, of the _____ of _____, in the
Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see _____
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 _____ of _____, in the
Province of Saskatchewan, on the _____ day of _____, 20____ and that I
am the subscribing witness thereto.
3. THAT I know the said _____ and he is in my belief of the
full age of 18 years or more.

SWORN BEFORE ME at the _____)
of _____, in the Province)
of Saskatchewan, this _____ day)
of _____, 20____.)
)
)
_____)

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