

BYLAW NO. 07/14

THE RURAL MUNICIPALITY OF SHERWOOD NO. 159

A BYLAW TO PROVIDE FOR THE CLOSING AND TRANSFERRING OF TITLE OF MUNICIPAL ROADS SITUATED WITHIN THE NW 1/4 of SECTION 25-17-19 W2.

WHEREAS, pursuant to section 13 of *The Municipalities Act* (the "Act"), a council may, by bylaw, close and transfer title to any street or road, the title of which is vested in the Crown, if council determines the street or road is no longer needed for use by the travelling public and the consent of the Minister of Highways and Infrastructure is first obtained;

AND WHEREAS Council has determined that the municipal streets and roads in the NW ¼ of Section 25-17-19 W2 are not needed for use by the traveling public;

NOW THEREFORE, the Council of the Rural Municipality of Sherwood No. 159 in the Province of Saskatchewan hereby enacts as follows:

1. Subject to the consent of the Minister of Highways and Infrastructure, the Municipality, hereby agrees to close and sell the municipal streets or roads, located in the NW ¼ of Section 25-17-19 W2 and more specifically described as:
 - a) Registered Plan No. CN2532 Ext 1 in NW ¼ Section 25, TWP 17, RGE 19 W2 (Surface Parcel #107060879) as contained in proposed parcel A as shown on the attached Descriptive Plan Type II on the terms and conditions set out in the agreement marked as Exhibit "A" which is attached to and forms part of this bylaw.

Read a first time on the 17th day of June, 2014.
Read a second time on the 17th day of June, 2014.
Read a third time and adopted the 17th day of June, 2014.

(seal)

Reeve

Administrator

EXHIBIT "A"

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

This agreement made this _____ day of _____, 2014.

Between:

The Rural Municipality of Sherwood No. 159

("the Municipality")

And

Mervina and Joseph Repetski

of Regina, Saskatchewan

("the Purchaser")

Whereas the municipal road or street located in NW ¼ Section 25, TWP 17, RGE 19 W2 registered as Plan No. CN2532 Ext 1 (Surface Parcel #107060879) ("the Road or Street") 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 a portion of 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 \$ 0.00 (NIL) (plus GST) for the road or street.
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; and
- c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land.

6. (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 or street 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 or street 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.

The Rural Municipality of Sherwood No. 159

Reeve

(SEAL)

Administrator

Witness

Purchaser

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 _____, 2014 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 _____, 2014.)
)
)
_____) _____

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)

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 _____, 2014 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 _____, 2014.)

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)

)

_____)
A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.

My commission expires:

or Being a Solicitor.