

BYLAW NO. 2014-05

RURAL MUNICIPALITY OF CRAIK NO. 222

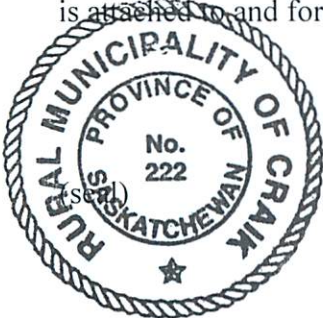
**A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF A MUNICIPAL ROAD ALLOWANCE**

The Council of the Rural Municipality of Craik No. 222, (the Municipality) in the Province of Saskatchewan enacts as follows:

1. Subject to the consent of the Minister of Highways and Transportation, the Municipality, agrees to close and transfer the municipal road described as:

A portion of Road Plan 69MJ09605 in the NE ¼ 14 & SE ¼ 23-24-28-W2M, adjacent to the Provincial Highway No. 11

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

  
\_\_\_\_\_  
Administrator  
Sections 13 & 15 of *The Municipalities Act*

Certified True Copy of Bylaw 2014-05 Passed by resolution  
this 8 day of May, 2014.

  
\_\_\_\_\_  
Administrator

**EXHIBIT "A"**

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

This agreement made this 25<sup>th</sup> day of July, 2014.

Between:

The Rural Municipality of Craik No. 222  
("the Municipality")

And

Bill Walton,  
of 5112 Sherwood Drive, Regina, SK S4R 4C2  
("the Purchaser")

Whereas the municipal road located at Road Plan 69MJ09605 in the NE ¼ 14 & SE ¼ 23-24-28-W2M ("the Road Allowance") 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 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 Transportation has agreed to allow the municipality to close and transfer the road 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.

The Purchaser shall pay the Municipality the sum of \$450.00 for the road or street.

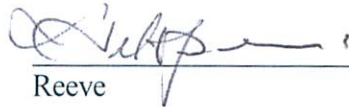
- a) The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
- b) The Purchaser agrees to accept the road in its present condition. The Purchaser agrees to save harmless and keep indemnified the Municipality and the Crown in right of Saskatchewan or either of them from and against any future expenses, damages, claims, demands or judgments concerning this road.

2. 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;
  - c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and
3. 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 Craik, in the Province of Saskatchewan, this 25th day of July, 2014.

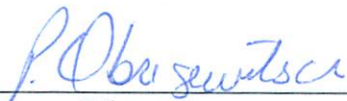




Reeve



Administrator



Witness



Purchaser