

BYLAW NO. 2017-08

RURAL MUNICIPALITY OF CRAIK NO. 222

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

The Council of the Rural Municipality of Craik No. 222, 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:

Road Plan No. H-7013
Registered Plan No. BE131
Land Description: SW 30-24-27-2 Plan BE131 Ext 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



Administrator
Sections 13 & 15 of *The Municipalities Act*

Read a third time and adopted
this 9th day of November, 2017.

Certified true copy of Bylaw No. 2017-08



Administrator

EXHIBIT "A"

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

This agreement made this 20th day of October, 2017.

Between:

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

And

Barry W. Dixon,
of Craik, Saskatchewan
("the Purchaser")

Whereas the municipal road located at:

Road Plan No. H-7013
Registered Plan No. BE131
Land Description: SW 30-24-27-2 Plan BE131 Ext 1

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.
2. The Purchaser shall pay the Municipality the sum of \$1.00 for the road.

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 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.

5. 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 Municipalities expense;

 - c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and

 - d) erect and maintain throughout the term of this agreement, at each end of the road, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the road is closed.

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 for use by the public as a municipal road or 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*.

(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 Craik, in the Province of Saskatchewan, this 23 day of October, 2017.



Rural Municipality of Craik No. 222

Neil M. [Signature]
Reeve

[Signature]
Administrator

[Signature]
Witness

Bruce W. Wixon
Purchaser