

BYLAW 02 / 2021

A BYLAW OF THE RURAL MUNICIPALITY OF MOOSE RANGE NO. 486 TO PROVIDED FOR THE ROAD CLOSING AND SELLING OF A MUNICIPAL ROAD

Council of the Rural Municipality of Moose Range No. 486, in the province of Saskatchewan enacts and approves the following:

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

All that portion lying within the NE 23-49-11 W2 as shown on Plan 73PA02829 (road TR494 between RR 2112 and 2111)

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

(seal)




Reeve


Administrator

Read a third time and adopted
this 14th day of January 2021.


Administrator

Certified a true copy of
Bylaw No. 02-2021 adopted
By resolution of Council on the 014th
Day of January, 2021 A.D.


Administrator



EXHIBIT "A"

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

This agreement made this 14th day of January, 2021.

Between:

The Rural Municipality of Moose Range No. 486
("the Municipality")

And

Muriel and Allan Green,
of Carrot River Saskatchewan.
("the Purchaser")

Whereas the municipal road or street located within NE 23-49-11 W2 ("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 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.

The Purchaser, if a GST registrant, remits the GST payable on any land sale to Revenue Canada, and it should not be submitted with the payment. (The supplier of the land is not required to collect the GST if the supply is made to a person registered for GST purposes).

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) sell the parcel of land to the south of the yard to the municipality for twenty thousand (\$20,000) with all fees and costs to be incurred by the municipality to convey title and land transfer fees at Information Services Corporation (ISC) for this land transfer. As shown on attached diagram.

b) consolidate the land with the adjacent existing title;

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

d) The municipality will maintain the original road allowance going east to the residence access.

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 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*.

(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 Carrot River, in the Province of Saskatchewan, this 14th day of January, 2020.



RM of Moose Range No. 486

Reeve

Michael W. ...

Administrator

Alan ...

Witness

Purchaser

Michael ...

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/she 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.)

NOTE: This form should be used when agreements are entered into with individuals or non-corporate bodies. The signing of the agreement by these parties would be witnessed, and the witness should sign this affidavit in the presence of a Commissioner for Oaths. This affidavit should be retained with the agreement.

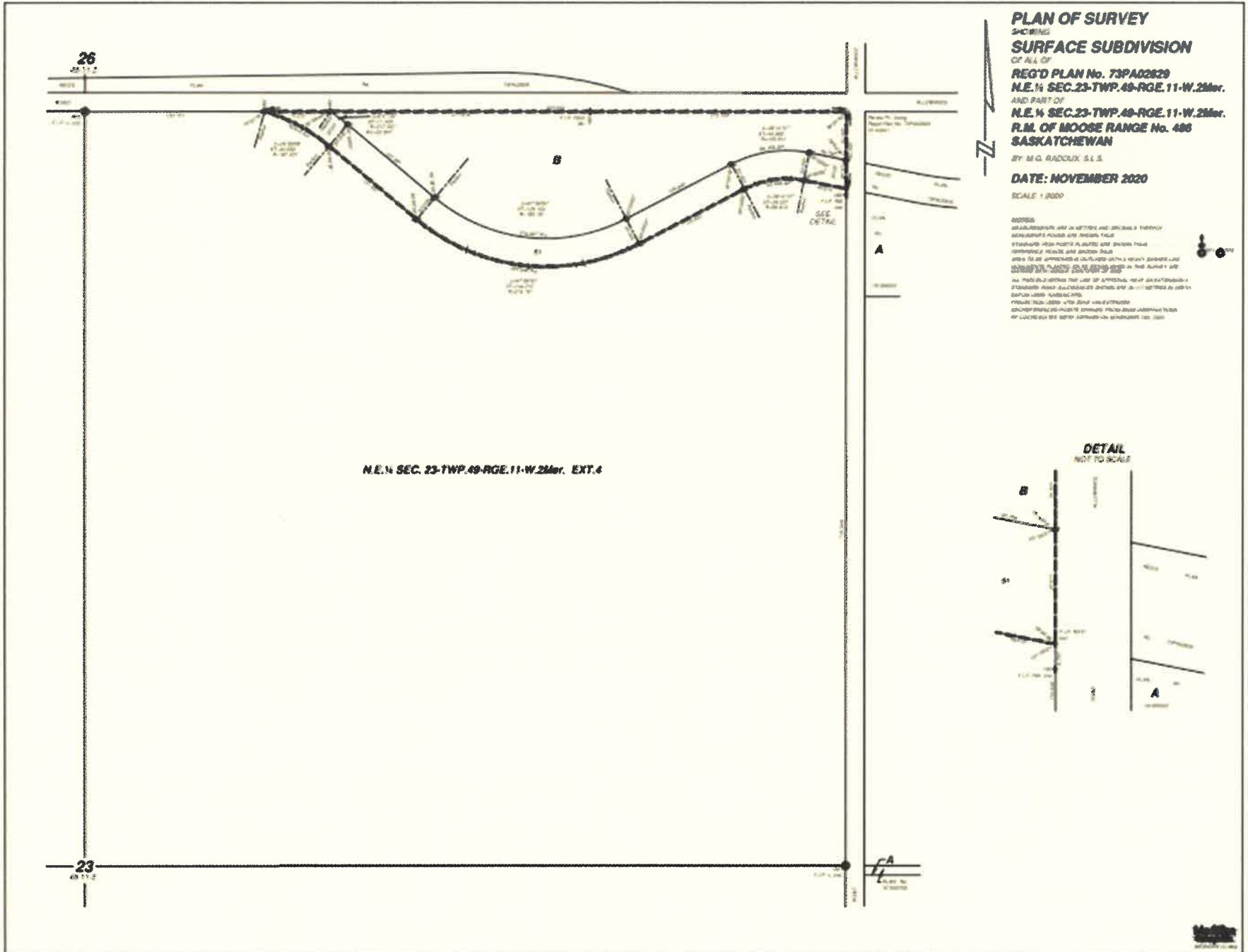


Diagram showing portion of road closed and new road.