

RURAL MUNICIPALITY OF COALFIELDS NO. 4

BYLAW NO. 2019-3

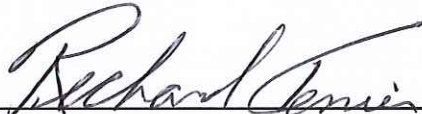
A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF A MUNICIPAL ROAD

The Council of the Rural Municipality of Coalfields No. 4, (the Municipality) 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 Public Highway Plan AA1215 and municipal road ORA NNW 1-6-W2M, described as:

All that portion of the NW 25-1-6-W2M shown as road on Plan AA1215; and all that portion of the original road allowance between the South West Quarter Section 36 Township 1 Range 6 West of the 2nd Meridian and North West Quarter Section 25 Township 1 Range 6 West of the 2nd Meridian, more particularly described as ORA NNW 1-6-W2M – ISC Parcel Number 174261247

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/Mayor



Administrator

Read a third time and adopted
this 26th day of September, 2019



Administrator

EXHIBIT "A"

AGREEMENT TO CLOSE AND SELL ALL OF A MUNICIPAL ROAD

This agreement made this 5th day of November, 2019.

Between:

The Rural Municipality of Coalfields No. 4
("the Municipality")

And

Alan and Patricia Murphy,
of Estevan, Saskatchewan
("the Purchaser")

Whereas Public Highway Plan AA1215 and the municipal road located at all that portion of the original road allowance lying adjacent to and North of the North West Quarter Section 25 Township 1 Range 6 West of the 2nd Meridian, more particularly described as ORA NNW 01-06-W2M – ISC Parcel Number: 174261247 ("the Roads") are 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 roads and the municipality is prepared to close and transfer the same to the Purchaser, pursuant to Section 13 of *The Municipalities Act*, and

Whereas the Minister of Highways and Infrastructure has agreed to allow the municipality to close and transfer the roads 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 roads.

2. The Purchaser shall pay the Municipality the sum of one thousand two hundred dollars (\$1,200) (plus GST) for the road described as ORA NNW 01-06-W2M. There is no additional cost associated with consolidation of Public Highway Plan AA1215.

Enter GST number, if registered n/a . The Purchaser, if a GST registrant, remits the GST payable on any land sale directly to Revenue Canada and it should not be submitted with the payment. (If the purchaser is not GST registered, the GST will have to be collected by the supplier of the land and submitted to Revenue Canada.)

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 roads in their 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 these roads.
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;
 - c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and
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 Bienfait, in the Province of Saskatchewan, this 5th day of November, 2019.



Rural Municipality of Coalfields No. 4

Richard James

Reeve/Mayor

Kelly Odgers

Administrator

Kelly Odgers

Witness

Kelly Odgers

Alan E. Shugby

Purchaser

Pat Murphy


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

AFFIDAVIT OF EXECUTION

I, Misty Dukart, of the Rural Municipality of Coalfields No. 4, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Alan and Patricia Murphy named in the within agreement who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the Rural Municipality of Coalfields No. 4, in the Province of Saskatchewan, on the 5th day of November, 2019 and that I am the subscribing witness thereto.
3. THAT I know the said Alan and Patricia Murphy and they are in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Rural Municipality)
of Coalfields No. 4, in the Province)
of Saskatchewan, this 5th day)
of November, 2019.)



A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.
My commission expires: December 31, 2023
or Being a Solicitor.

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