

**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:

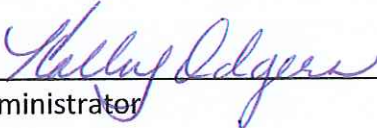
*Firstly: All that portion of the NW 25-1-6-W2M shown as road on Plan AA1215.*

*Secondly: All that portion of original road allowance lying adjacent to and North of the NW 25-1-6-W2M and shown as Parcel A on a Descriptive Plan – Type II prepared by M.M. Vanstone, S.L.S., dated July 25, 2019 and hereto attached.*

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 26<sup>th</sup> day of September, 2019

  
Administrator

Certified a true copy of bylaw No.

2019-3  
adopted by resolution of council on  
the 26 day of September 2019.

  
Administrator

**EXHIBIT "A"**

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

This agreement made this 5<sup>th</sup> 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 5<sup>th</sup> day of November, 2019.



Rural Municipality of Coalfields No. 4

Richard James  
Reeve/Mayor

Kelly Odgers  
Administrator

Kelly Odgers  
Witness  
Kelly Odgers

Alan E. Murphy  
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 5<sup>th</sup> 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 5<sup>th</sup> day )  
of November, 2019. )

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

My commission expires: December 31, 2023  
or Being a Solicitor.

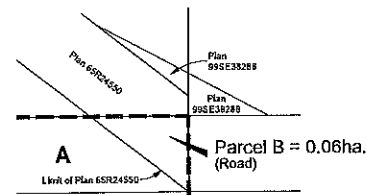
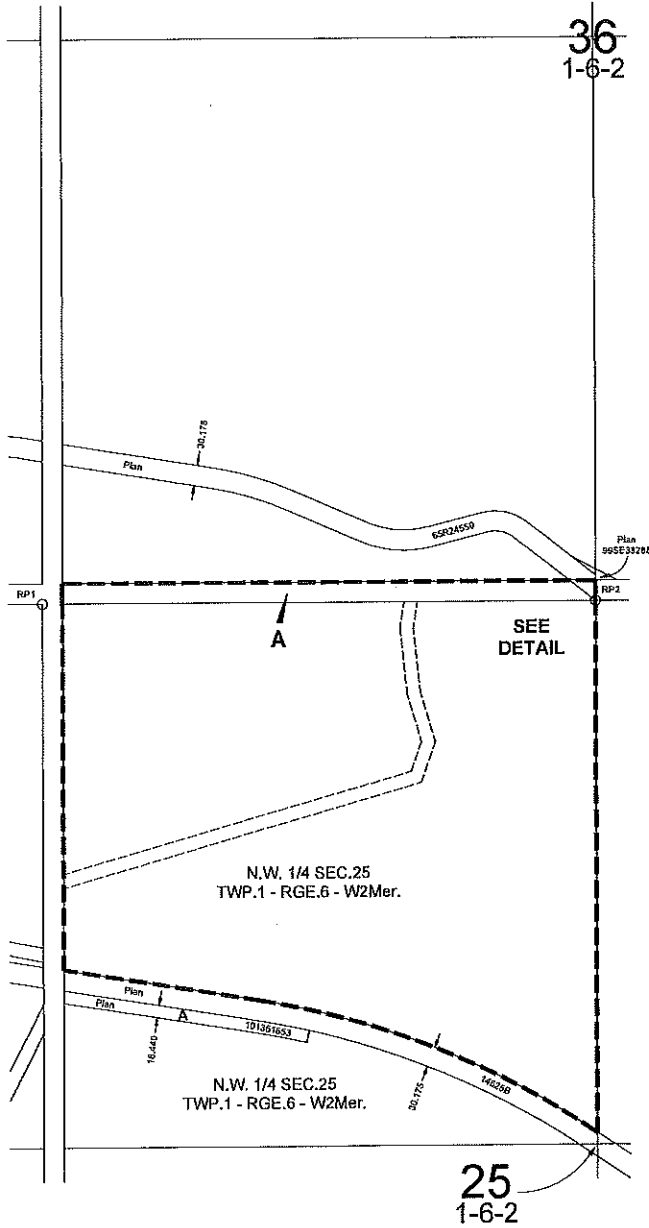
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DESCRIPTIVE PLAN - TYPE II  
 SHOWING SURFACE RM ROADWAY  
 OF PART OF  
 ORIGINAL ROAD ALLOWANCE  
 BETWEEN THE  
 SW.1/4 SECTION 36  
 & NW.1/4 SECTION 25  
 AND  
 PARCEL CLASS CODE  
 CHANGE OF PART OF  
 ORIGINAL ROAD ALLOWANCE  
 BETWEEN THE SW.1/4 SECTION 36  
 & NW.1/4 SECTION 25  
 AND SURFACE CONSOLIDATION  
 OF ALL OF  
 PLAN AA1215  
 WITH PART OF  
 NW.1/4 SECTION 25  
 ALL IN  
 TWP.1 - RGE.6 - W.2Mer.  
 RM OF COALFIELDS, NO 4  
 SASKATCHEWAN

BY: M.M. VANSTONE, S.L.S.  
 DATE: JULY 25th, 2019  
 SCALE 1:5000

**LEGEND**

Standard road allowances on this plan are 30.175m in width.  
 Measurements are in metres and decimals thereof.  
 Area to be approved is outlined by a heavy dashed line.  
 All parcels within the line of approval have an extension 0 unless otherwise shown.  
 The Datum used: NAD83 (CSRS)  
 The Projection used: UTM Zone13N extended  
 RP coordinates are current as of July 25, 2019 AD  
 Reference points are shown thus: ○ RP1, ○ RP2  
 Georeferenced points derived from SaskGrid.



DETAIL  
 NOT TO SCALE



*RT M*