

BYLAW NO. 2017-05

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

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

The Council of the Rural Municipality of Frenchman Butte, in the Province of
Saskatchewan, enacts as follows:

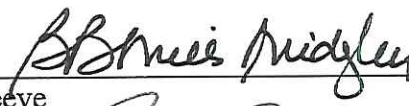
1. Subject to the consent of the Minister of Highways and Transportation, the
Municipality agrees to close and sell the municipal road described as:


Surface Parcels: 127740551 and 127740539
Within: NW & SW-15-54-26-W3

As shown in red on the attached "Schedule A"

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

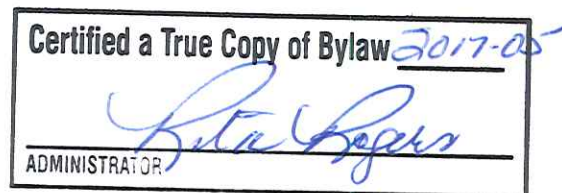




Reeve


Administrator
Sections 13 & 15 of The Municipalities Act

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

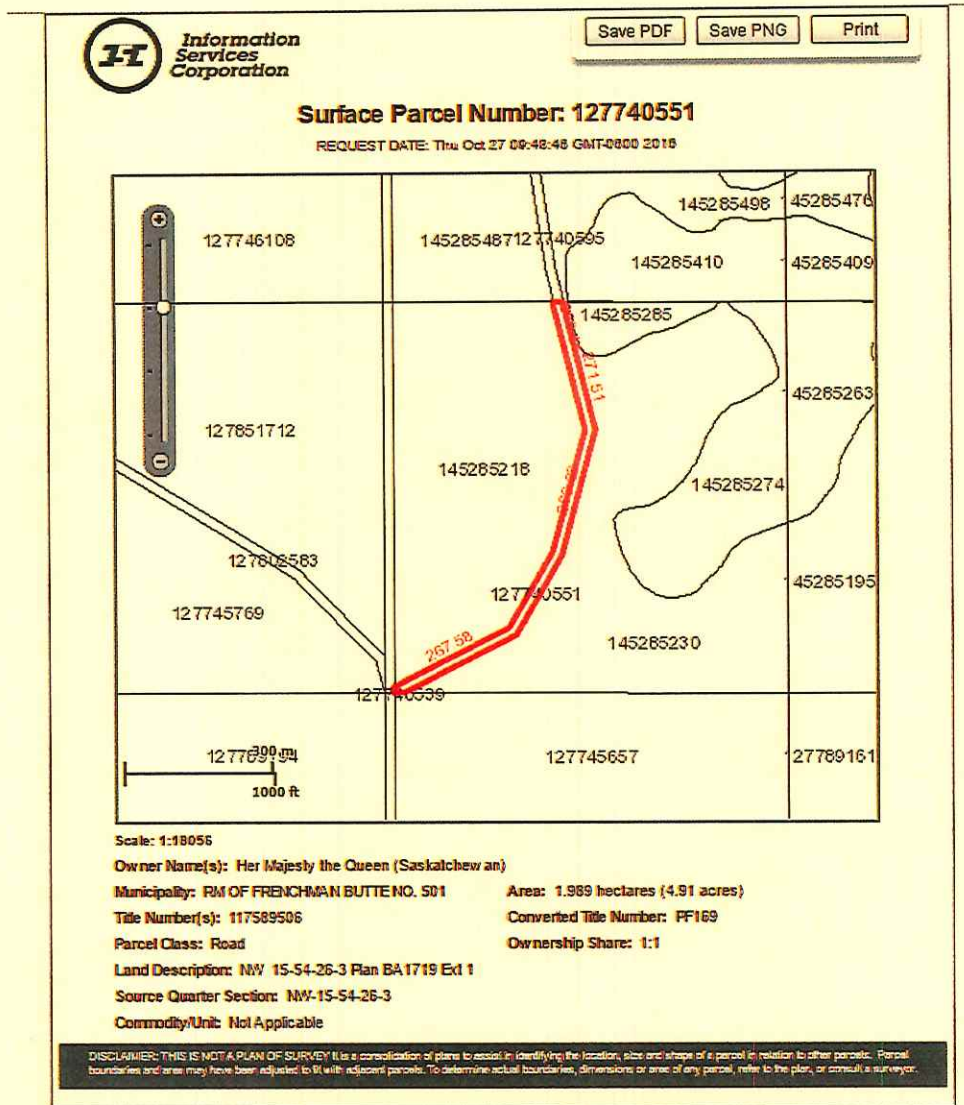




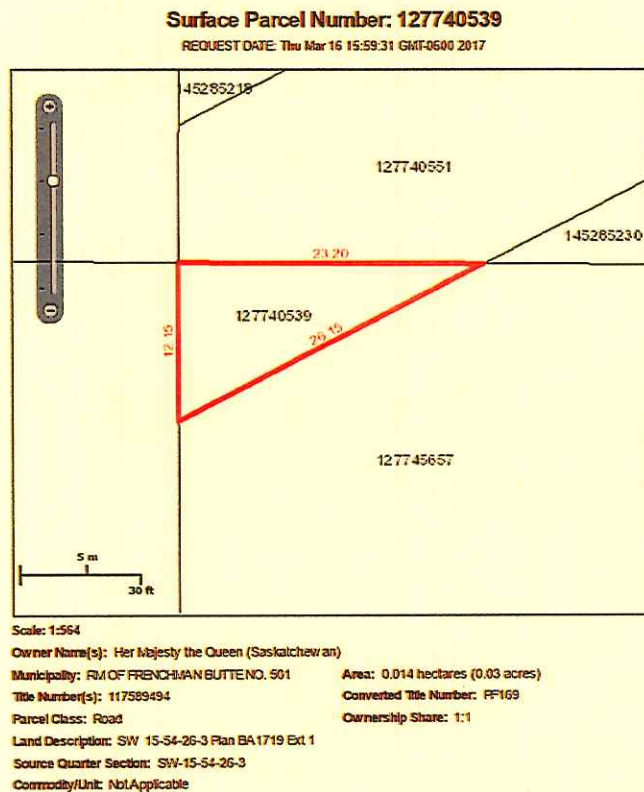
SCHEDULE A

The portion of the road to be closed is highlighted in red below.

On NW-15-54-26-W3:



On SW-15-54-26-W3:



Done

EXHIBIT "A"

**AGREEMENT TO CLOSE AND SELL (TRANSFER)
A MUNICIPAL ROAD**

This agreement made this 28 day of April, 2017.

Between:

The Rural Municipality of Frenchman Butte No. 501
of Box 180, Paradise Hill, SK, S0M 2G0
("the Municipality")

And

611206 Saskatchewan Ltd.
Box 100
Onion Lake, SK S0M 2E0
("the Purchaser")

Whereas the municipal roads located at:

Surface Parcels: Parcel Number 127740551 & 127740539
Within: NW & SW-15-54-26-W3
And shown on the attached "Schedule A"

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 Transportation 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 roads.
2. The Purchaser shall pay the Municipality the sum of \$ 1.05 (including GST) for the roads.
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 Municipality agrees 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
 - d) 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 or street is closed.
6. (a) Any closing and transfer pursuant to this agreement is subject to the condition that,

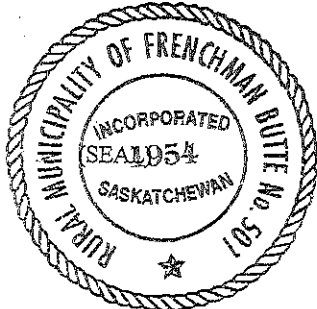
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if the Crown or a Crown utility corporation in right of Saskatchewan or the Municipality requests the return of the road or street for use by the public as a municipal road or street or for the purposes of a public utility or municipal utility, the roads, or any interest in the roads 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 the R.M. of Frenchman Butte No. 501 Municipal Office, in the Province of Saskatchewan, this 28 day of April, 2017.

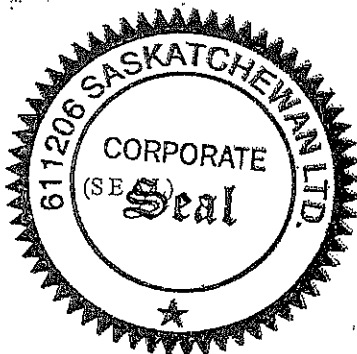


Rural Municipality of Frenchman Butte No. 501

Reeve

Administrator

Witness



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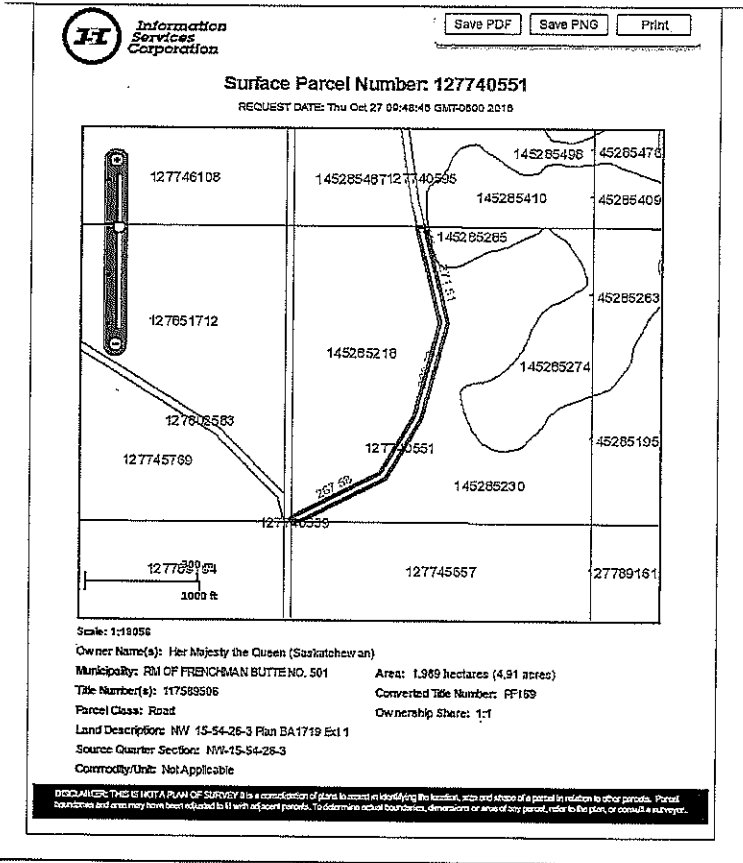
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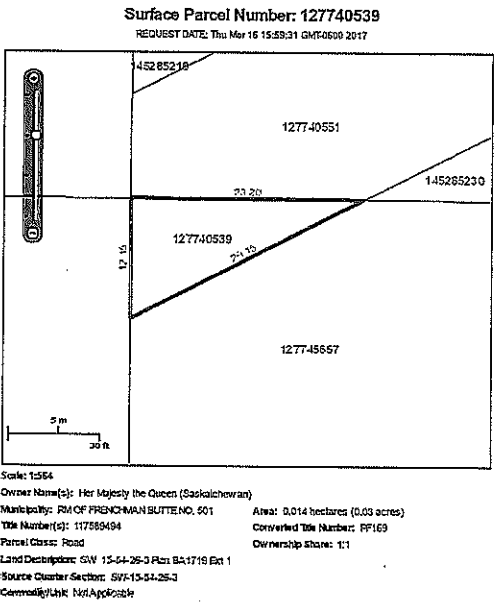
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SCHEDULE A

The portion of the road to be closed is highlighted in red below.

On NW-15-54-26-W3:



On SW-15-54-26-W3:



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