

BYLAW NO. 06-2022

The Rural Municipality of Britannia No. 502

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

Sections 13 & 15 of *The Municipalities Act*

The Council of the Rural Municipality of Britannia No. 502 (*the Municipality*), 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 a part of the undeveloped right of way east of and adjacent to Surface Parcel 165227081 LLD NE 31-50-25W3M Plan 101861647 Ext 0, described as:

ORA 107-50-25-3 Ext 0

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

2. Coming Into Force

This Bylaw and its appendices shall come into force on the day of final passing.

Introduced and read a first time, April 13, 2022

Read a second time, June 8, 2022

Read a third time and adopted, June 8, 2022



Reeve

Chief Administrative Officer

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EXHIBIT 'A'

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

This agreement made this 27 day of June, 2022.

Between:

The Rural Municipality of Britannia No. 502
P.O Box 661
Lloydminster, SK
S9V 0Y7
("the Municipality")

And

Creta Dorothy Haydock and James Richard Haydock

(the Purchaser)

Whereas the undeveloped road allowance ("the road") located east of and adjacent to NE 31-50-25W3M Plan 101861647 Ext 0 (Certificate of title 148441743), described as described as **ORA 107-50-25-3 Ext 0** 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 of *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.

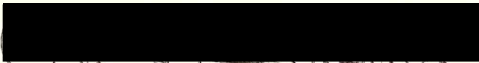
Now therefore the parties agree as follows:

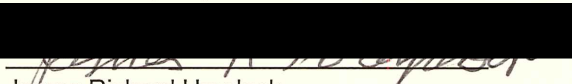
1. The Municipality agrees to sell and the Purchaser agrees to buy the road.
2. The Purchaser shall pay the Municipality the sum of \$1.00 (plus GST) for the road.
3. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
4. The Purchaser agrees to accept 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 or street.
5. The Purchaser covenants and agrees that the Municipality shall:
 - a. invoice the Purchaser all costs incurred 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. invoice the Purchaser all costs for all Information Services Corporation (ISC) fees related to the transfer of the land;
 - d. invoice the Purchaser for all advertising costs related to the closing of the undeveloped right of way; and

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Agreement to Close and Sell
Appendix A to Bylaw 06-2022

- e. erect and maintain throughout the term of this agreement, at each end of the road, such signs as required 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, if the Crown, a Crown utility corporation or the municipality requests the return of the road allowance land should so that it may be used by the public as a road for the purposes of a public utility, and if the land has not become part of a plan of subdivision, the road allowance land or any interest in it that is necessary to enable the Crown, the Crown utility corporation or the municipality to fulfil the purpose on which its request is based must be returned to the Crown, the Crown utility corporation or the municipality, as the case may be, without compensation; or other land or any interest in land that is suitable to the Crown, the Crown utility corporation or the municipality to fulfil the purpose on which its request is based must be given to the Crown, the Crown utility corporation or the municipality, as the case may be, without compensation.
- (b) the municipality shall register in the Land Titles Registry an interest against the land based on a notice that sets out the conditions mentioned in clause (a). Costs 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.

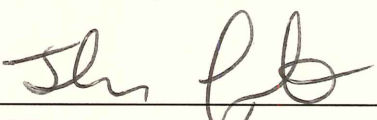
Dated at Haydminster, in the Province of Saskatchewan, this
27 day of June, 2022.


Creta Dorothy Haydock
Creta Dorothy Haydock


James Richard Haydock
James Richard Haydock



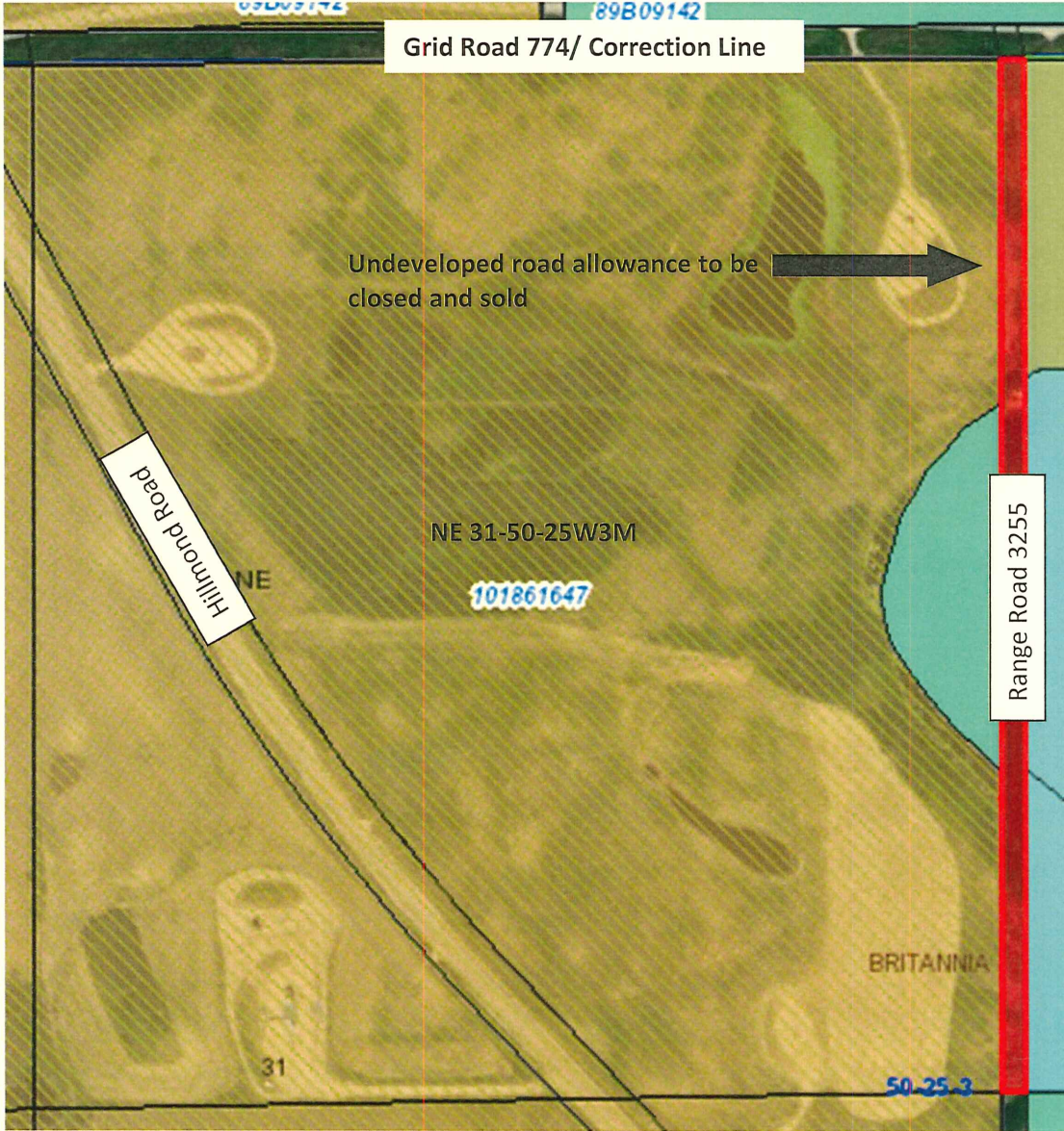
Rural Municipality of Britannia No. 502


Reeve


Chief Administrative Officer

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