

**BYLAW NO. 25-2017**

**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 portion of the municipal road described as the following:
  - I. Surface Parcel 203249943 SW 05-52-26W3 Parcel A Plan 102225619  
Ext 0
  - II. Surface Parcel 203249954 SW 05-52-26W3 Parcel B Plan 102225619  
Ext 0
  - III. Surface Parcel 203249932 SW 05-52-26W3 Parcel C Plan 102225619  
Ext 0
  
2. The Municipality agrees to survey the new road allowance and transfer title to Her Majesty the Queen as shown in *green* attached as "*Schedule A*" of this bylaw.

(Seal)

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

Introduced and read a first time \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .  
Read a second time \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .  
Read a third time and adopted \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

# SKETCH PLAN

FOR

## ROAD CLOSURE BYLAW

WITHIN




**S.W. ¼ SEC.5-TWP.52-RGE.26-W.3Mer.**

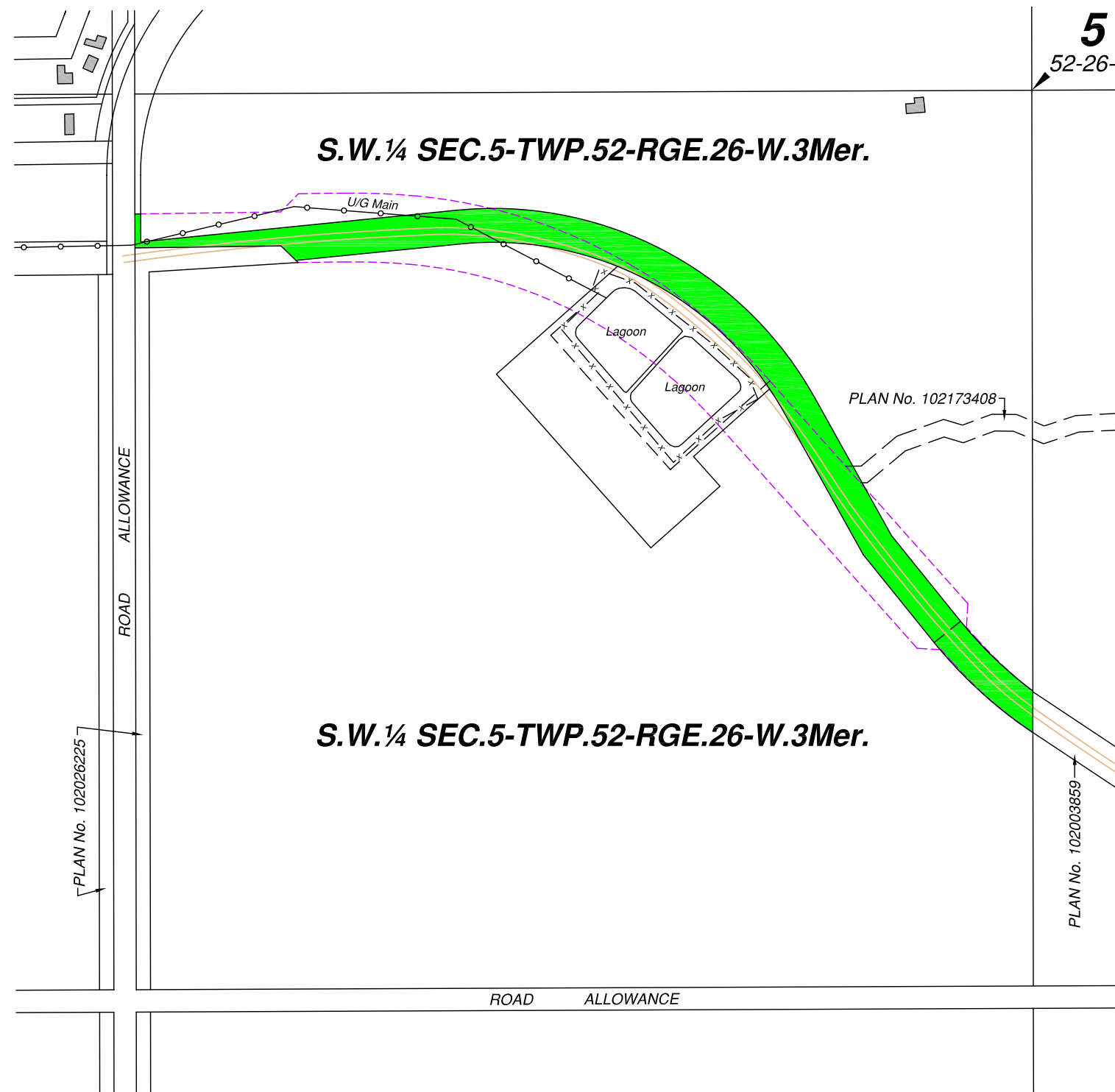
**R.M. OF BRITANNIA No. 502**

# 2017

SCALE 1:5000

### NOTE

NEW ROADWAY SHOWN THUS .....   
PREVIOUS ROADWAY SHOWN THUS .....   
CURRENT ROADTOP SHOWN THUS ..... 



August 1, 2017  
DWG.FILE: LS150069(SK)

  
**Meridian**  
Surveys (Alta.) Ltd.

Schedule "B"

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

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Between:

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

And

Annette Katherine McKenzie and George Napier McKenzie  
R.R #2 GBS 4 Box 1  
Lloydminster, SK  
S9V 0X7  
("The Purchasers")

Whereas the municipal road ("The Road") located on *Surface Parcel 203249943 SW 05-52-26W3 Parcel A Plan 102225619 Ext 0*, *Surface Parcel 203249954 SW 05-52-26W3 Parcel B Plan 102225619 Ext 0* and *Surface Parcel 203249932 SW 05-52-26W3 Parcel C Plan 102225619 Ext 0* 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 Purchasers are 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 Purchasers, subject to the terms and conditions hereinafter set forth.

Now therefore the parties agree as follows:

1. The Municipality agrees to sell and the Purchasers agrees to buy the road allowance.
2. The Purchasers shall pay the Municipality the sum of \$1.00 (plus GST) for the road.  
*Enter GST number, if registered \_\_\_\_\_ . 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 Purchasers agree to accept the road in its present condition. The Purchasers agree 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 Purchasers covenant and agree 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 Purchasers' 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, such signs as the Municipality may direct, 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 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 Purchasers shall, without charge, grant utility line easements as may be required by the Saskatchewan Power Corporation, SaskEnergy, and Saskatchewan Telecommunications for any existing lines.

Dated at \_\_\_\_\_, in the Province of Saskatchewan, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

Rural Municipality of Britannia No. 502

\_\_\_\_\_  
Reeve

(SEAL)

\_\_\_\_\_  
Administrator

Purchasers

\_\_\_\_\_  
George Napier McKenzie

\_\_\_\_\_  
Annette Katherine McKenzie