

BYLAW NO. 2013-25

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

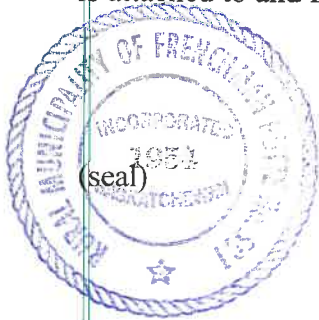
A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF A MUNICIPAL ROAD OR STREET.

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 transfer the municipal road or street described as:

Surface Parcel Number: 130849656
LLD: SW 28-51-22-3Plan K2343 Ext 1

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



Bonnie Mudgeley

Reeve

B. J. [Signature]

Administrator
Sections 13 & 15 of *The Municipalities Act*

Read a third time and adopted
this 28th day of November, 2013.

Certified a true copy of the original Bylaw adopted November 28, 2013.

Bonnie Mudgeley

Reeve

B. J. [Signature]

Administrator

EXHIBIT "A"

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

This agreement made this 18 day of August, 2014.

Between:

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

And

Helen Knowlton and Lorne Knowlton
of 5103-44 Street, Olds, AB T4H 1A7
("the Purchaser")

Whereas the municipal road or street located at:

Surface Parcel Number: 130849656
LLD: SW 28-51-22-3Plan K2343 Ext 1

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 road or street.

2. The Purchaser shall pay the Municipality the sum of \$ 1.00 (plus GST) for the road or street.

Enter GST number, if registered 107941940RT0001 . 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.

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, 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 road or street, or any interest in the road or street 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 PARADISE 12.2, in the Province of Saskatchewan, this 18 day of AUGUST, 20 14.

Rural Municipality of Frenchman Butte No. 501



[Signature]
Reeve

[Signature]
Administrator

[Signature]
Witness

[Signature]
Purchaser

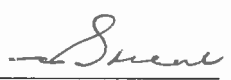
[Signature]
Purchaser

AFFIDAVIT OF EXECUTION

I, Marriann Bourne, of the village of Paradise Hill in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Lorne Knowlton named in the within agreement who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the village of Paradise Hill, in the Province of Saskatchewan, on the 18 day of August, 2014 and that I am the subscribing witness thereto.
3. THAT I know the said Lorne Knowlton and ^{SO}he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the village of Paradise Hill)
In the Province of Saskatchewan, this 18 day)
of August, 2014.)
)
)
)




A Commissioner for Oaths for Saskatchewan.
My appointment expires: September 30, 2018

AFFIDAVIT OF EXECUTION

I, Marriann Bourne, of the village of Paradise Hill in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Helen Knowlton named in the within agreement who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the village of Paradise Hill, in the Province of Saskatchewan, on the 18 day of August, 2014 and that I am the subscribing witness thereto.
3. THAT I know the said Helen Knowlton and he^{she} is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the village of Paradise Hill)
In the Province of Saskatchewan, this 18 day)
of August, 2014.)
)
)


A Commissioner for Oaths for Saskatchewan.
My appointment expires: September 30, 2018