

BYLAW NO. 2016-02

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 Parcel: Part of Daisy Road Registered Plan No. 81B10131
Within: NW-21-53-25 W3, Organized Hamlet of Frenchman Butte
As shown in yellow 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.

- 2. Bylaw 2015-02 is hereby repealed.



Bruce Ridgley

 Reeve

Mae Retsuy

 Administrator
 Sections 13 & 15 of *The Municipalities Act*

Read a third time and adopted this 25th day of February 2016.

Certified a true copy of Bylaw No. 2016-02

Bruce Ridgley

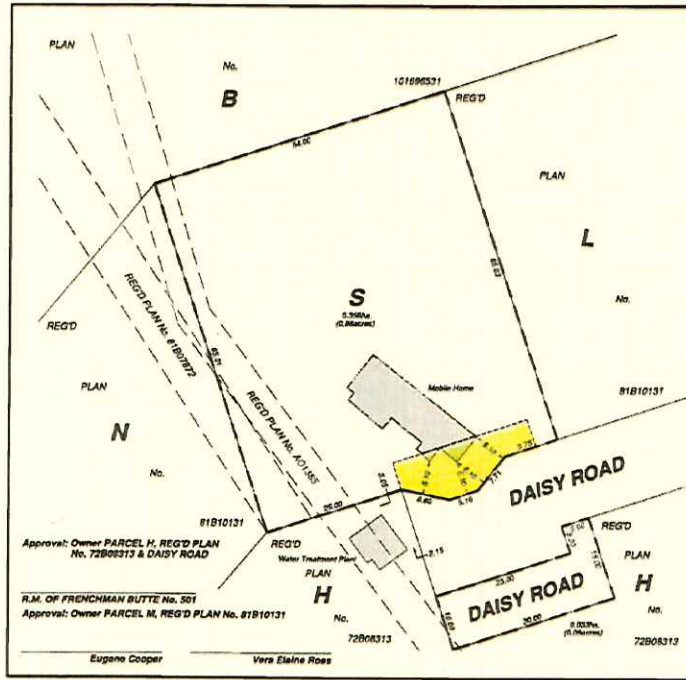
 Reeve

Mae Retsuy

 Administrator



SCHEDULE A



The portion of the road to be closed is highlighted in yellow above.

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EXHIBIT "A"

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

This agreement made this 25th day of February, 2016.

Between:

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

And

Eugene Cooper and Vera E. Ross
Box 156
Frenchman Butte, SK S0M 0W0
("the Purchaser")

Whereas the municipal roads located at:

Surface Parcel: Part of Daisy Road Registered Plan No. 81B10131
Within: NW-21-53-25-W3, Organized Hamlet of Frenchman Butte
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 road.

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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:
 - a) 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;
 - b) incur 50% of the costs to convey title to the land;
 - c) incur 50% of the costs to consolidate the land with adjacent existing title; and
 - d) be responsible for 50% of the Information Services Corporation (ISC) fees related to the transfer of land.
5. The Municipality agrees to:
 - a) incur 50% of the 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 50% the municipality's expense;
 - c) be responsible for 50% of the 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.

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- 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 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 25th day of February, 2016.

Rural Municipality of Frenchman Butte No. 501



(SEAL)

Bonnie Hudgley
Reeve

Nae Rotsuy
Administrator

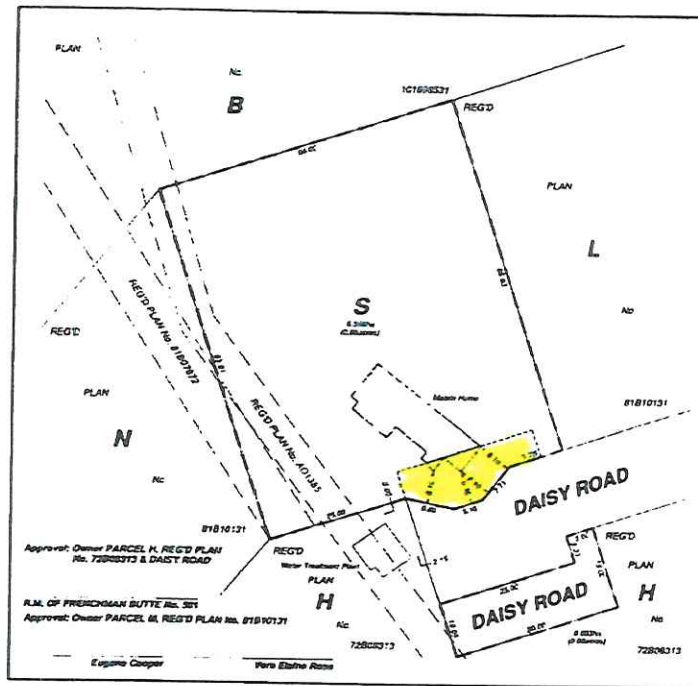
[Signature]
Purchaser

[Signature]
Witness

Eugene L Cooper
Purchaser

Bn
ML

SCHEDULE A



The portion of the road to be closed is highlighted in yellow above.

Bruce
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