

BYLAW NO. 2017-03

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

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

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

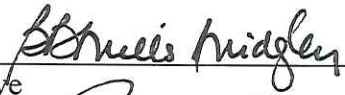
1. Subject to the consent of the Minister of Highways and Transportation, the Municipality, agrees to close and lease the municipal roads described as:

The surveyed portion of:


Surface Parcel Number, 130597353, located within SE-27-52-25-W3, as indicated 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 23 day of March, 2017.

*Certified a true copy
of Bylaw 2017-03.
Rita Rogers
Administrator*



EXHIBIT "A"

AGREEMENT TO CLOSE AND LEASE
A MUNICIPAL ROAD

This agreement made this 2 day of March, 2017.

Between:

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

And

John and Rosemary Hardes
Box 223
Paradise Hill, SK
S0M 2G0
("the Lessee")

Whereas the municipal road located at:

**Surface Parcel Number 130597353, located within SE-27-52-25-W3,
as indicated in red 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 Lessee is desirous of acquiring the road or street and the Municipality is prepared to close and lease the same to the Lessee, pursuant to section 13 *The Municipalities Act*, and

Whereas the Minister of Highways and Transportation has agreed to allow the Municipality to close and lease the road or street to the Lessee, subject to the terms and conditions hereinafter set forth.

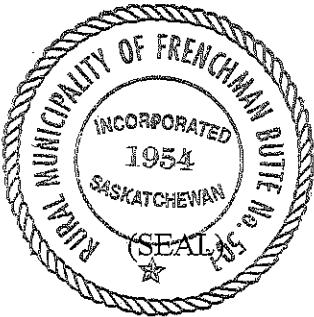
Now therefore the parties agree as follows:

1. The Municipality agrees to close and lease and the Lessee agrees to lease the road.
2. The Lessee shall pay the Municipality the sum of \$ **1.05 (includes GST)** for the lease of the road.
3. The lease shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
4. The Lessee agrees to accept the road or street in its present condition. The Lessee 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:

BMM
RLC

- a) incur all costs to close and lease the road to the Lessee;
 - b) 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 leasing 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 Lessee 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.
8. This agreement shall be in effect until terminated by either the Municipality or the Lessee, by providing 30 days written notice to the other party that they wish to terminate this agreement.

Dated at the R.M. of Frenchman Butte No. 501 Municipal Office, in the Province of Saskatchewan, this 23rd day of March, 20 17.



Rural Municipality of Frenchman Butte No. 501

B. Smith-Pedgley
Reeve

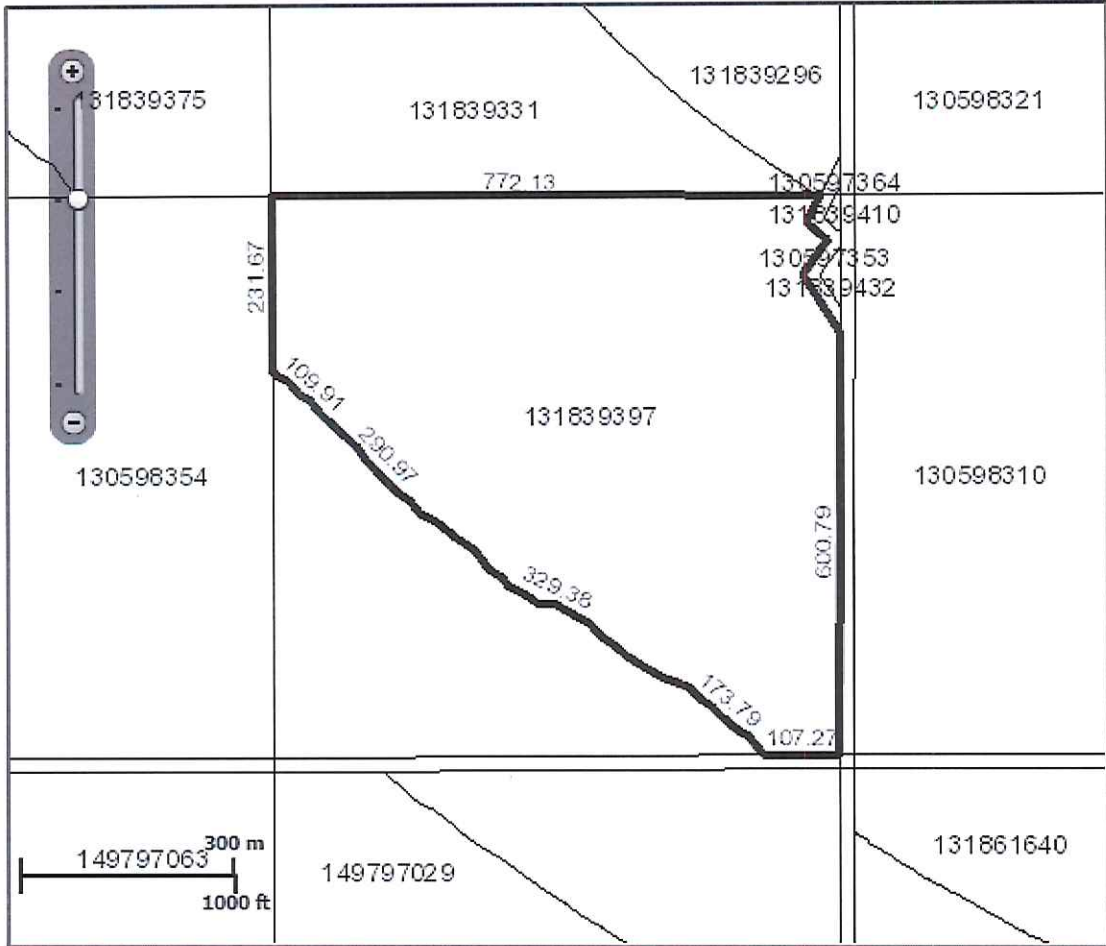
[Signature]
Administrator


[Signature]
Witness

John Hardes
John Hardes

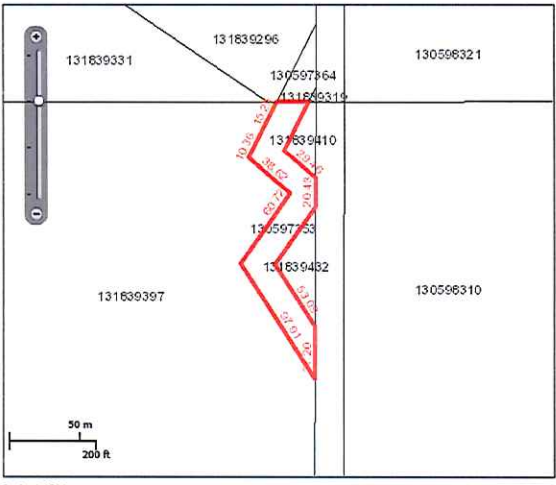
Rosemary Hardes
Rosemary Hardes

"Schedule A"





Surface Parcel Number: 130597353
REQUEST DATE: Thu Oct 27 11:10:51 GMT-0500 2016



Scale: 1:4514
 Owner Name(s): Her Majesty the Queen (Saskatchewan)
 Municipality: RM OF FRENCHMAN BUTTE NO. 501 Area: 0.434 hectares (1.07 acres)
 Title Number(s): 120976560 Converted Title Number: NA120
 Parcel Class: Road Ownership Share: 1:1
 Land Description: SE 27-52-25-3 Plan A5834 Ext 1
 Source Quarter Section: SE-27-52-25-3
 Commodity/Unit: Not Applicable

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a compilation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and areas may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or contact a surveyor.

Handwritten signature and initials:
 [Signature]
 RLR