

RURAL MUNICIPALITY OF CHESTERFIELD NO. 261

BYLAW NO. 10-2020

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

The Council of the Rural Municipality of Chesterfield No. 261, in the Province of Saskatchewan, enacts as follows:

1. Subject to the consent of the Minister of Highways and Infrastructure, the Municipality agrees to close and transfer the municipal road or street described as:

All of the Lane lying South of and adjacent to Lots 1 to 7, Block 5
and Lane lying West of and adjacent to Lot 1, Block 5 Plan CX402
in the SW 13-26-26-W3M

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



[Redacted]
Reeve

[Redacted]
Administrator

Read a third time and adopted
this 16 day of November, 2020

[Redacted]
Administrator



This photocopy is a true copy
of the original document which
has not been altered in any way.

Name: [Redacted]

Signature: [Redacted]

Title: Administrator

Signed at Eatonia, Sask. on

Date: Nov. 16/2020

"Exhibit A"

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

This agreement made the 16 day of November, 2020.

Between:

The Rural Municipality of Chesterfield No. 261

And

[REDACTED]
of Town of Estonia, Saskatchewan

Whereas the Municipal road or street located at
all of the lane lying South of and adjacent to Lots 1 to 7, Block 5 and Lane
lying West of and adjacent to Lot 1, Block 5, Plan CX402 in the
SW 13-26-26-W3M ("the Road or Street") 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 Infrastructure 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 _____. The
Purchaser, if a GST registrant, remits the GST payable on any land
sale to Revenue Canada, and it should not be submitted with
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 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 judgements concerning this
road or street.

5. The Purchaser covenants and agrees with the Municipality to:
- incur all costs to convey title to the land and may require a review for intended land use by Community Planning;
 - consolidate the land with the adjacent existing title at the Purchaser's expense;
 - be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and
 - 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 of 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 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 Town of Eatonia, in the Province of Saskatchewan, this 16 day of November, 2020.



Rural Municipality of Chesterfield No. 261

[Redacted Signature]

Reeve

[Redacted Signature]

Administrator

[Redacted Signature]

Witness

[Redacted Signature]

Purchaser

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, [REDACTED] of the Town of Eatonia, in the
Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see [REDACTED]
named in the within agreement who is personally known to me to be
the person named therein, duly sign and execute the same for the
purposes named therein.
2. THAT the same was executed at the Town of Eatonia, in
the Province of Saskatchewan, on the 16 day of November,
2020 and that I am the subscribing witness thereto.
3. THAT I know the said [REDACTED] and he/she is in my
belief of the full age of 18 years or more.

SWORN BEFORE ME at the Town)
of Eatonia in the Province)
of Saskatchewan, this 16 day)
of November, 2020.)

[REDACTED]
A Notary Public in and
for the Province of Saskatchewan.

My commission expires:

Aug. 31 / 2021



This photocopy is a true copy
of the original document which
has not been altered in any way.

Name: [REDACTED]

Signature: [REDACTED]

Title: Administrator

Signed at Eatonia, Sask. on

Date: NOV. 16 / 2020

