

BYLAW 8/2013

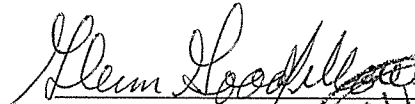
A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF A MUNICIPAL ROAD

The Council for the Rural Municipality of Hillsdale No. 440 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:

The portion of First Avenue south of Block 4 Plan BT3807

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

**I certify this to be a true copy
of the original document**

Bylaw 8/2013
Date December 5, 2013
Janet Black, Administrator
Name/Position

Janet Black
Signature


Administrator

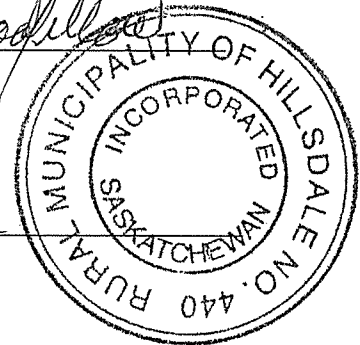


EXHIBIT "A"

AGREEMENT TO CLOSE AND SELL PART OF A MUNICIPAL STREET

This agreement is made this 8 day of May, 2014.

Between:

The Rural Municipality of Hillsdale No. 440
("the Municipality")

And

Mantie's Welding Service Ltd.
Of the Hamlet of Baldwinton
("the Purchaser")

Whereas the municipal street located at south of Block 4 Plan BT3807, Hamlet of Baldwinton ("the 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 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 street.
2. The Purchaser shall pay the Municipality the sum of \$1.00 plus all costs incurred in the closure of the street (plus GST) for the street.
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 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 street.
5. The Purchaser covenants and agrees 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 Purchaser's expense;


- c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of land; and
 - d) Erect and maintain throughout the term of this agreement, at each end of the street, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the street is closed.
6. (a) Any closing and transfer pursuant to this agreement is subject to the condition that, if the Crown or Crown utility corporation in right of Saskatchewan or the Municipality requests the return of the street for use by the public as a municipal street or for the purposes of a public utility or municipal utility, the street, or any interest in the 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 Neilburg, in the Province of Saskatchewan, this 8 day of May, 2014.



[Signature]
Reeve

[Signature]
Administrator



[Signature]
Mantie's Welding Service Ltd.