BYLAW NO. 02-2012

RURAL MUNICIPALITY OF LOREBURN #254

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

The Council of the Rural Municipality of Loreburn #254, 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 that portions of the NE 23-27-07-W3 shown as roadway, Pcl C, on Plan 68S20172 as shown on the attached Exhibit "B"

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



Unora 2

Administrator

Read a third time and adopted this _____, 2012 .

"Certified to be a true copy of Bylaw No. 23/12 adopted by the council of the Rural Municipality of Loreburn No. 254 on the 13th day of June 2012."

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Administrator

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EXHIBIT "A"

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

This agreement made this _	13th	day of _	June	, 2012.
Between:				

The <u>Rural Municipality of Loreburn #254</u> ("the Municipality")

And

The Ministry of Agriculture of Saskatchewan. ("the Purchaser")

Whereas the municipal road or street located at:

All that portions of the NE 23-27-07-W3 shown as roadway, Pcl C, on Plan 68S20172 ("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:

- 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 \$5,172.30 (plus GST) for the road or street.

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. (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 judgments concerning this road or 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 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*, 2007.
- (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 Loveburn, i day of June, 2012.	in the Province of Saskatchewan, this 13 th
SEAL)	Reeve Stonki Administrator
Witness	Purchaser

LOREBURN NC





ADMINISTRATOR - NONA STRONSKI P.O. BOX 40 LOREBURN, SASKATCHEWAN S0H 2S0 TELEPHONE (306) 644-2022 FAX (306) 644-2064 EMAIL rm254@sasktel.net

Exhibit "B"

RGE. 7 RONALI NAMAKA FARMS ROY, RANDI GERALD & ALLAN JANDERSON LARRY LARRY 2000 DOUGLAS |& JANE JOHNSON : PETERMAN BERNARD RONALD LARRY C. WILLIAM ROY & CRISPEN & JOAN CARLSON & JUDY & TANY JANE BULL GERALD ! CRISPEN VESTRE PETERMAN NISKA VESTRE VESTRE 46000 46900 ANDERSON 47000 49200 53300 51200 39000 42700 34 43800 35400 40200 39200 8200 27400 21600 A & M 33 HAUBERG I DALE HAUBERG 35 36 BERNARD BERNARD I LARRY IJAY ROSS DOUGLAS ; ANDERSON CLINT NAMAKA WILLIAM JAY ROSS BARRY JOHNSON ANDERSON WILLIAMIC. & JUDY NISKA & JUDY NISKA HOVLA 1 ANDERSON ALL EN BULL CRISPEN RINGDALL INC. & GLEN VESTRE 18200 DALE HAUBERG 14000 VESTRE 30600 44900 5040 53900 46400 26700 59300 51900 35200 34300 1620 BERNARD | & JUDY | NISKA NAMAKA BERNARD NAMAKA NAMAKA B. OSVIRK ARLENE TATARCHUK & ELI & ERIK LEO JAY ROSS B. OSVIRK ROY & HOVLAI ROY & & JUDY NISKA FARMS **FARMS** & M LARSON LARSON CRISPEN CRISPEN WALDMAR INC VESTRE VESTRE 51000 152500 45400 4900 52600 47300 47300 52600 40400 37000 29 RONAL ALVER CARLSOI 36000 37800 16800 24000 10600 ARLENE TATARCHUK & ELI & ERIK WALDMAR BERNAR BERNARD NAMAKA DALE NAMAKA FARMS WHALLAM DALE OSVIRK IC. 2900 & JUDY & JUD **FARMS** HAUBERG ! HAUBERG CRISPEN & M LARSON ≥ INC. 2700025500 51000 CRISPEN NISKA NISKA FSTATE VESTRE 46300 51400 34600 26800 30500 28400 54500 16800 JAMES DOUGLAS HAUBERG | CARLSON SANDRA ULVEN ELAIN MICHELLE ANDREW BERNAR BERNARD BERNARD RERNARD BRIAN & GLEN JAY ROSS HAUBERG | MICHELLE HAUBERG HAUBERG & JUDY I & JUD ALICE NISKA NISKA SOLNICKA MISKA 41200 5170 53200 16500 46900 JAY ROSS²1 JAY ROSS²1 ANDERSON BERNARD 14900 & JUDY NISKA 2540(15400 24200 LOUIS -20-ELLWOOD ELLWOOD LARSON LARSON LORNE SANDRA SOUTH ANDREW &q HARLOW & ULVEN & SADJE MICHELLE 39000 HAUBERG MCINTOSH 54900 51000 5080 SASKATCHEWAN 42000 25400 18000 I 29300 ARTHUR NICHOUSEN 26000 SANDRA HARLOW & LORNE HAUBERG HAUBERG CARL SON KATHRYN MCINTOSH & SADIE ULVEN ULVE 11900 PAULSEN 21800 25508 13 21800 ANERA SOUGLAS RISON CARLSON IRNOLD 50700 CARLSON ESTATE TO THE CARLSON CARLSON & ARNOLD ARNOLD ARNOLD CARLSON & ARNOLD CARLSON 5160 45000 49200 54000 25700 SAND ULVE JEFFREY HOVLAND SANDRA ARNOLD ULVEN ARISON EST: 50100 STON 29000 6 536 46100 RLSON EST ANDREW & MICHELLE WO 48500 HAUBERG GREAT CLINT BRAD åc HISON | HOVE B300 DALE KEIR 11 ANDREW & PANUSE 44600 RINGDALL 48500 HAUBERG GREAT S & L ANDERSON CUTBAN 9400 A & M, HAUBERG 5000 2011 COUNCIL 55000 54900 MYRNA PYONNE STONE STONE 24900 STONE MICHELLE HAUBERG A & M. HAUBERG 15400 MICHELLE REEVE: KEVIN VOLLMER DIV. 1: DONALD CHERNICK ANDREW HAUBERG DIV. 2: BRIAN BROWN 10400 ELOW 23300 474 DIV. 3: GARRY BOOK **ELGIN ELGIN** FORSTER DIV. 4: ROD VOLLMER FORSTER 52900 I DIV. 5: DONALD SPENCE