

BYLAW NO. 2012-02

Rural Municipality of Milton No. 292

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

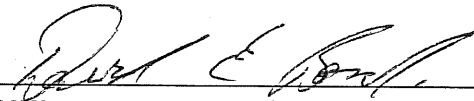
The Council of the Rural Municipality of Milton No. 292, (the Municipality) in the Province of Saskatchewan, enacts as follows:

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:


A portion of the old highway that connects Highway 7 and Highway 317 as indicated on the attached map.

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*

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

Shelley Mohr Name

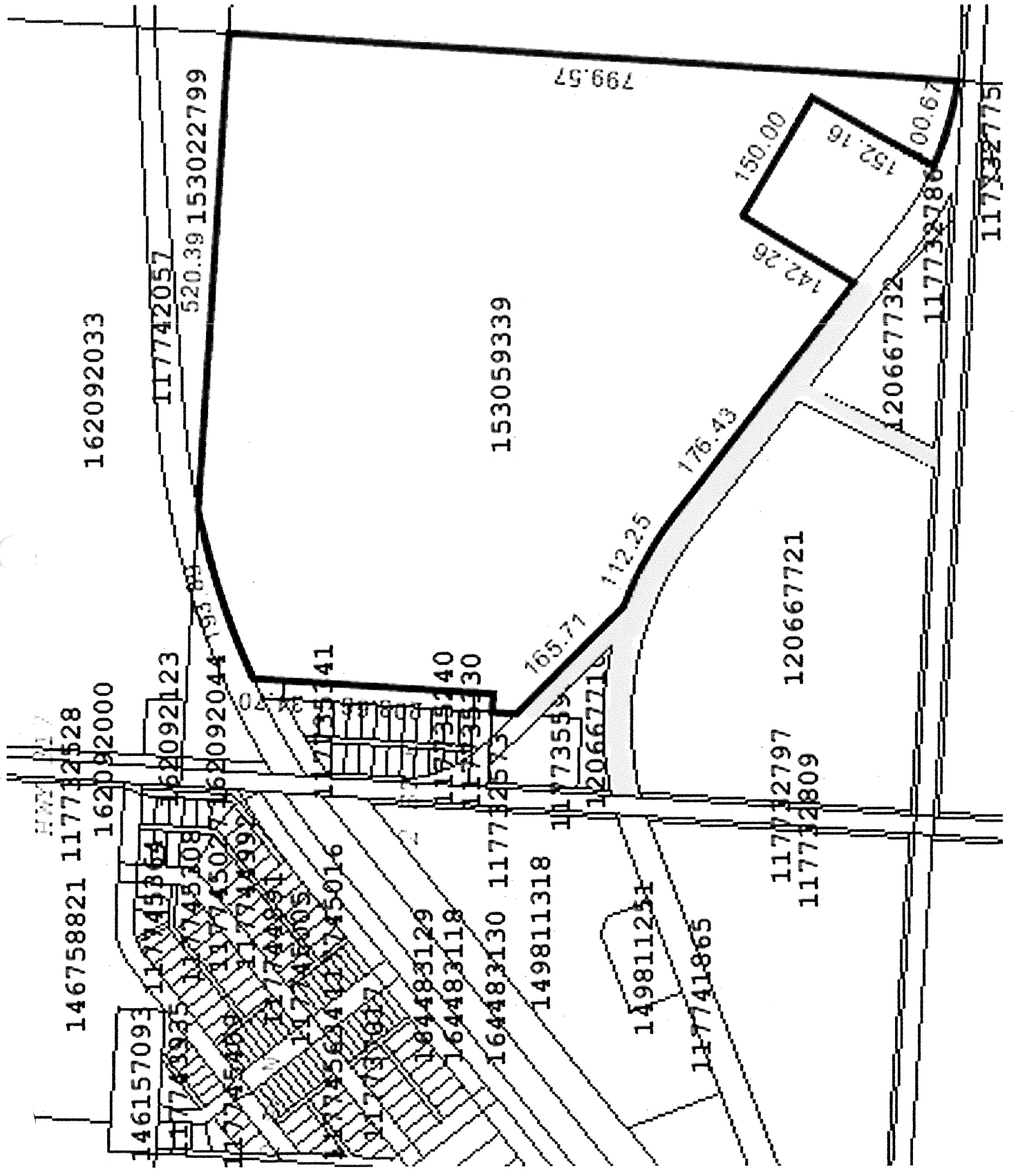
Smohr Signature

Administrator Title

Signed at Marengo, SK on

May 2, 2012 Date

My appointment expires:



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EXHIBIT "A"

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

This agreement made this 2nd day of May, 2012.

Between:

The Rural Municipality of Milton No. 292
("the Municipality")

And

Victor Francis Applin of Marengo , Saskatchewan.
("the Purchaser")

Whereas the municipal road described as a portion of the old highway through the SW 17-29-27-3 that connects Highway 7 and Highway 317 ("the Road") 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.

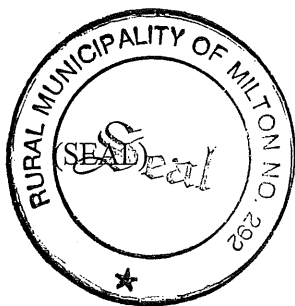
3. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
4. The Purchaser agrees to accept the road or street in its present condition. The Purchaser agrees to save harmless and keep indemnified the Municipality and the Crown in right of Saskatchewan or either of them from and against any future expenses, damages, claims, demands or judgments concerning this road or street.
5. The Municipality covenants and agrees with the Purchaser 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 Municipality'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, 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 for use by the public as a municipal road 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 Marengo, in the Province of Saskatchewan, this 2 day of May, 2012.



Rural Municipality of Milton No. 292

[Signature]
Reeve

[Signature]
Administrator

[Signature]
Witness

[Signature]
Purchaser

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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AFFIDAVIT OF EXECUTION

I, Trina Mears, of the Village of Marengo, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Victor Francis Applin 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 Village of Marengo, in the Province of Saskatchewan, on the 2 day of May, 2012 and that I am the subscribing witness thereto.
3. THAT I know the said Victor Francis Applin and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Village
of Marengo, in the Province
of Saskatchewan, this 3rd day
of May, 2012.

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Robin Busby

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.

My commission expires: December 31, 2014
or Being a Solicitor.

x Trina Mears