

BYLAW 04-2022

A BYLAW OF THE RURAL MUNICIPALITY OF DUNDURN NO. 314 TO PROVIDE FOR THE CLOSING AND EXCHANGE OF A MUNICIPAL ROAD OR STREET

The Council of the Rural Municipality of Dundurn No. 314 in the Province of Saskatchewan, enacts as follows:

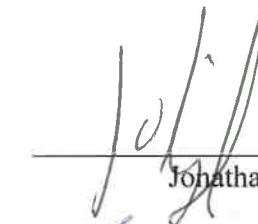
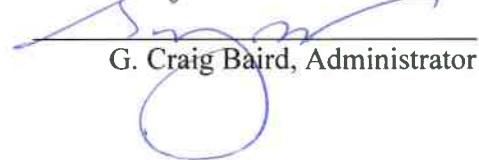
1. Subject to the consent of the Minister of Highways and Infrastructure, the Municipality agrees to close and exchange a portion of the municipal road described as:

Plan No. DM902 and DM6448

as shown on the Plan of Survey marked Exhibit "A" which is attached to and forms part of this bylaw; and

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




Jonathan Olyniuk, Reeve

G. Craig Baird, Administrator

Read a third time and adopted
this 14 day of June, 2022.

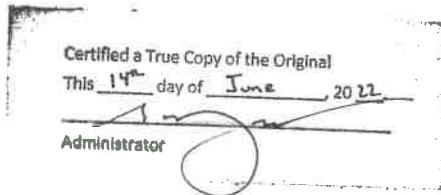


EXHIBIT "B"

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

This agreement made this _____ day of _____, _____.

Between:

The _____ of _____
("the Municipality")

And

_____,
of _____, _____
("the Purchaser")

Whereas the municipal road or street located at

_____ ("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 exchange and the Purchaser agrees to the registration and
exchange of the road or street.

2. The Purchaser shall pay the Municipality the sum of \$ 0.00 for the road or street.

3. The exchange 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
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*.

(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 _____, in the Province of Saskatchewan, this _____
day of _____, 20 ____.

(SEAL)


Reeve/Mayor

Administrator

Witness

Purchaser

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, _____, of the _____ of _____, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see _____ 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 _____ of _____, in the Province of Saskatchewan, on the _____ day of _____, 20____ and that I am the subscribing witness thereto.

 3. THAT I know the said _____ and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the _____)
of _____, in the Province)
of Saskatchewan, this _____ day)
of _____, 20 _____.)
_____)
_____)
_____)
_____)
_____)

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

My commission expires: or Being a Solicitor.