

## 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

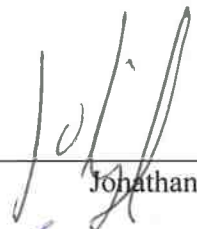
The Council of the Rural Municipality of Dundurn No. 314 in the Province of Saskatchewan, enacts as follows:

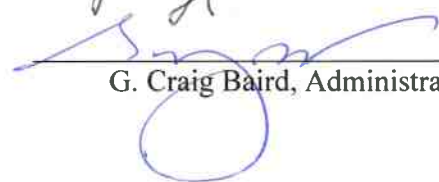
1. Subject to the consent of the Minister of Highways and Infrastructure, the Municipality agrees to close and exchange a portion of the municipal road described as:  
Plan No. DM902 and DM6448

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

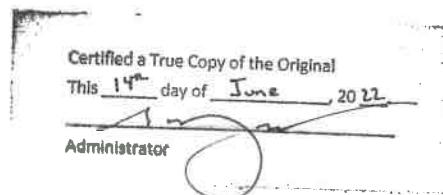
on the terms and conditions set out in the agreement marked as Exhibit "B" which is attached to and forms part of this bylaw.



  
Jonathan Olyniuk, Reeve

  
G. Craig Baird, Administrator

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



# EXHIBIT "A"

**PLAN OF SURVEY**  
SHOWING  
**SURFACE R.M. ROADWAY**  
OF PART OF **PLAN DM6448**  
& **PLAN DM902**  
IN **W. 1/4 SEC. 23**  
AND PARTS OF **LS 5 & 12 SEC. 23**  
**TWP. 34-RGE. 4-W. 3MER.**  
AND  
**CONSOLIDATION**  
OF PART OF **PLAN DM902**  
WITH PART OF **LS 5 SEC. 23**,  
PART OF **PLAN DM902**  
WITH ALL OF **PLAN DX5765**  
ALL IN **S. W. 1/4 SEC. 23**;  
PART OF **PLANS DM902 & DM6448**  
WITH PART OF **LS 12 SEC. 23**,  
AND PART OF **PLAN DM902**  
WITH ALL OF **PLAN DX5765**  
ALL IN **N. W. 1/4 SEC. 23**  
**TWP. 34-RGE. 4-W. 3MER.**  
**R.M. OF DUNDURN No. 314**  
**SASKATCHEWAN**  
BY: P. A. CRAIG, S.L.S.  
DATE: APRIL - NOVEMBER 2021  
SCALE: 1:2000

**NOTES:**  
1. ALL DIMENSIONS ARE IN METERS AND SHOULD BE ROUNDED UP TO THE NEAREST WHOLE NUMBER.  
2. THE ROADWAY SHOWN IS A 12M WIDE ROADWAY WITH 1.5M SIDEWALKS ON EACH SIDE.  
3. THE ROADWAY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SASKATCHEWAN ROADWAY DESIGN MANUAL.  
4. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROADWAY.  
5. THE ROADWAY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SASKATCHEWAN ROADWAY DESIGN MANUAL.  
6. THE ROADWAY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SASKATCHEWAN ROADWAY DESIGN MANUAL.  
7. THE ROADWAY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SASKATCHEWAN ROADWAY DESIGN MANUAL.  
8. THE ROADWAY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SASKATCHEWAN ROADWAY DESIGN MANUAL.  
9. THE ROADWAY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SASKATCHEWAN ROADWAY DESIGN MANUAL.  
10. THE ROADWAY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SASKATCHEWAN ROADWAY DESIGN MANUAL.

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34-4-3

DETAIL 'A'  
SCALE 1:500

DETAIL 'B'  
SCALE 1:500

23  
34-4-3

23  
34-4-3

DETAIL 'D'  
NOT TO SCALE

DETAIL 'C'  
SCALE 1:500

SEAL

**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

C A N A D A  
PROVINCE OF SASKATCHEWAN  
TO WIT:

4  
)  
)  
)

**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.