

BYLAW NO. 230/2012

Town of Willow Bunch

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

The Council of the Town of Willow Bunch, (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 street described as:

St/L 2, Plan AG1438 Ext. 3

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



Guile Lafard
Mayor

Margaret L. Brown
Administrator
Sections 13 & 15 of *The Municipalities Act*

Certified a true and correct copy of Bylaw No. 230/2012
adopted by the Council of the Town
of Willow Bunch on the 12 day of September, 2013

Margaret L. Brown
Administrator/Reeve/Mayor



EXHIBIT "A"

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

This agreement made this 12 day of September, 2012.

Between:

The Town of Willow Bunch
("the Municipality")

And

Darryl Montgomery and Laura Montgomery,
of Willow Bunch , Saskatchewan
("the Purchaser")

Whereas the municipal road or street located at
St/L 2, Plan AG1438 Ext. 3 ("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 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 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

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 Willowbunch, in the Province of Saskatchewan, this 4
day of June, 2013.

(SEAL)

[Signature]
Witness

Town of Willow Bunch
[Signature]
Reeve/Mayor

[Signature]
Administrator

[Signature] Laura Montgomerie
Purchaser

CANADA)
 PROVINCE OF SASKATCHEWAN)
 TO WIT:)

AFFIDAVIT OF EXECUTION

I, Sharleine Eger, of the Town of Willow Bunch in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Laura & Darryl Montgomery 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 Town of Willow Bunch, in the Province of Saskatchewan, on the 4 day of June, 20 13 and that I am the subscribing witness thereto.
3. THAT I know the said Darryl Laura Montgomery and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Town)
 of WILLOW BUNCH, in the Province)
 of Saskatchewan, this 4 day)
 of JUNE, 20 13.)

Sharon K. Brown
 A COMMISSIONER FOR OATHS in and
 for the Province of Saskatchewan.
 My commission expires: July 31, 2016
 or Being a Solicitor.

Sharleine Eger