

ROAD CLOSING AND SELLING

RURAL MUNICIPALITY OF MONTROSE NO. 315

BYLAW NO. 2019-10

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

The Council of the Rural Municipality of Montrose No. 315 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 described as:

All that portion of the SW 29-33-9 W3M shown as Parcel A, Plan 63S01875 on the terms and conditions set out in the agreement marked as Exhibit "A" which is attached to and forms part of this bylaw.

2. This bylaw comes into effect September 12, 2019.
3. Bylaw No. 2019-04 is repealed.



Murray Powell

Reeve

[Signature]

Administrator

Certified True Copy of Bylaw 2019-10
read a third time and adopted by Council
September 12, 2019

[Signature]

Administrator



EXHIBIT "A"

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

This agreement made this 9th day of May, 2019.

Between:

The Rural Municipality of Montrose No. 315
("the Municipality")

And

William Rolston, Debbie Rolston, Jarrett Rolston,
of the Rural Municipality of Montrose No. 315.
("the Purchaser")

Whereas the municipal road located at Parcel A, Registered
Plan 63S01875 ("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 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 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.
2. The Purchaser shall pay the Municipality the sum of \$200.00 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 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.
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;

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- 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, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the road 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 any interest in the road 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, SaskEnergy and Saskatchewan Telecommunications for any existing lines.

Dated at Donavon, in the Province of Saskatchewan, this 9th day of May, 2019.



Rural Municipality of Montrose No. 315

Murray Purcell
Reeve

Administrator

[Signature]

Witness

[Signature]

Witness

[Signature]

Witness

[Signature]

Purchaser

[Signature]

Purchaser

[Signature]

Purchaser

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Desiree Bouvier, of the Hamlet of Donavon, in the Province of Saskatchewan,
MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Debbie Rolston, William Rolston and Jarrett Rolston 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 Hamlet of Donavon, in the Province of Saskatchewan, on the 9th day of May, 2019 and that I am the subscribing witness thereto.
3. THAT I know the said individuals and they is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Hamlet)
of Donavon , in the Province)
of Saskatchewan, this 20th day)
of June , 2019 .)
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A COMMISSIONER FOR OATHS in and)
for the Province of Saskatchewan.)

My commission expires:

September 30, 2023

