

RURAL MUNICIPALITY OF CANA NO. 214

BYLAW NO. 4/2014

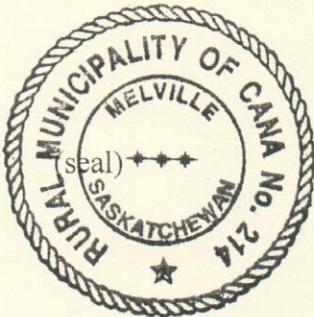
A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING (TRANSFER) OF MUNICIPAL ROADS/STREETS/LANES.

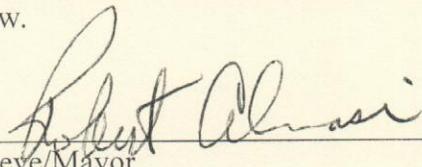
The Council of the Rural Municipality of Cana No. 214, in the Province of Saskatchewan, enacts as follows:

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:

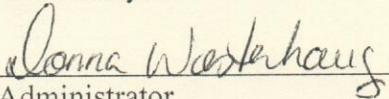
All those portions of streets and lanes lying Northeasterly of the Northeast limit of Registered Plans 78Y02730 and AY2756 on the Northwest ¼ of Section 6, Township 23, Range 6, West of the 2nd Meridian.

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





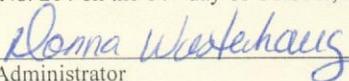
Reeve/Mayor



Administrator
Sections 13 & 15 of *The Municipalities Act*

Read a third time and adopted
this 14th day of October, 2014

Certified a true copy of Bylaw No. 4/2014
adopted by the council of the R.M. of Cana
No. 214 on the 14th day of October, 2014



Administrator

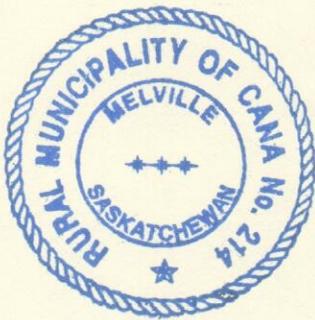


EXHIBIT "A"

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

This agreement made this 14 day of October, 2014.

Between:

The Rural Municipality of Cana No. 214
110-5th Avenue East, Melville, SK S0A 2P0
("the Municipality")

And

Lorne & Rita Hahn
105 Duncan Street West, Yorkton, SK S3N 0G5
("the Purchaser")

Whereas the municipal roads/streets/lanes located at: all those portions of streets and lanes lying Northeastly of the Northeast limit of Registered Plans 78Y02730 and AY2756 on the Northwest ¼ of Section 6, Township 23, Range 6, West of the 2nd Meridian are 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 /street/land 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 Transportation has agreed to allow the municipality to close and transfer the road/ street/lane to the Purchaser, subject to the terms and conditions hereinafter set forth.

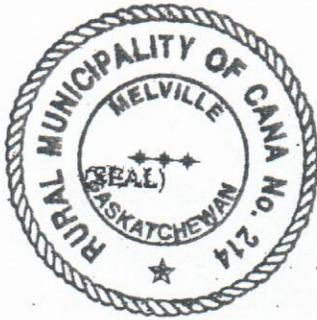
Now therefore the parties agree as follows:

1. The Municipality agrees to sell and the Purchaser agrees to buy the roads/streets/lanes.
2. The Purchaser shall pay the Municipality the sum of One Dollar (\$1.00) for the roads/streets/lanes.

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 roads/streets/lanes in their 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 these roads/streets/lanes.
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.
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 roads or streets or lanes 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 lane, or any interest in the road or street or lane 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 Melville in the Province of Saskatchewan, this 14 day of October, 2014



R. M. of Cana No. 214
Robert Almase
Reeve/Mayor
Donna Westerkamp
Administrator

B. J. J. J.
Witness

[Signature]
Purchaser LORNE HAHN

B. J. J. J.
Witness

[Signature]
Purchaser RITA HAHN

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, ^{TOURNEY} BEVERLEY M. / _____, of the City of Yorkton, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

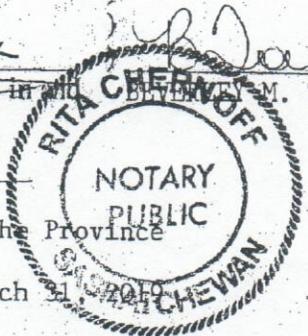
1. THAT I was personally present and did see LORNE HAHN & RITA HAHN named in the within agreement who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the City of Yorkton, in the Province of Saskatchewan, on the 1st day of October, 20 14 and that I am the subscribing witness thereto.
3. THAT I know the said LORNE HAHN & RITA ^{HAHN} and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the City of Yorkton, in the Province of Saskatchewan, this 1st day of October, 20 14.

Rita Chernoff

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My commission expires:
~~or Being a Solicitor.~~

A Notary Public in and for the Province of Saskatchewan.
My Appointment Expires: March 31, 2019



My Appointment Expires March 31, 2019

Beverley M. Tourney
BEVERLEY M. TOURNEY