

# Rural Municipality of Cana No. 214

## Bylaw No. 4-2018

### A Bylaw To Provide For The Closing And Selling (Transfer) Of Municipal Roads/Streets/Lanes.

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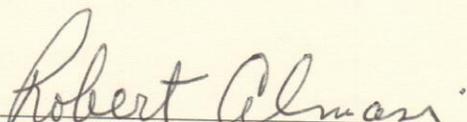
The Council of the Rural Municipality of Cana No. 214, in the Province of Saskatchewan, enacts as follows:

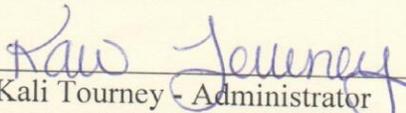
1. Subject to the consent of the Minister of Highways and Infrastructure, the Municipality, agrees to close and transfer the municipal road or street described as:

All those portions of streets, avenues and lanes lying on Registered Plan Y4373 on the Southeast  $\frac{1}{4}$  of Section 4, Township 23, Range 6, West of the 2<sup>nd</sup> 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.



  
Robert Almasi - Reeve

  
Kali Tourney - Administrator  
Sections 13 & 15 of *The Municipalities Act*

Read a third time and adopted  
this 13<sup>th</sup> day of February, 2018

**EXHIBIT "A"**

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

This agreement made this 13 day of February, 2018.

Between:

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

And

Clara Keller  
Box 45, Melville, SK S0A 2P0  
("the Purchaser")

Whereas the municipal roads/streets/lanes located at: all those portions of streets, avenues and lanes lying on Registered Plan Y4373 on the Southeast  $\frac{1}{4}$  of Section 4, Township 23, Range 6, West of the 2<sup>nd</sup> 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 13 day of February, 2018.



R.M. of Cana No. 214

Robert Almon  
Reeve

Kaw Journey  
Administrator

Barnet Keller  
Witness

Clara Keller  
Purchaser

