

**BYLAW 14-2017**

**A BYLAW OF THE RURAL MUNICIPALITY OF BLUCHER,  
NO. 343 TO PROVIDE FOR THE CLOSING AND SALE OF A  
MUNICIPAL ROAD OR STREET**

The Council of the Rural Municipality of Blucher, #343, (the Municipality) in the Province of Saskatchewan, enacts as follows:

1. The Municipality agrees to close and sell the municipal road described as:

E of NE 32-34-1 W3

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

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Reeve

**SEAL**

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Administrator

Certified a true copy of Bylaw 14-2017  
adopted by resolution of the Council  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Administrator

**EXHIBIT “A” to Bylaw 14-2017**

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

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Between:

The Rural Municipality of Blucher, No. 343  
 (“The Municipality)

And

Potash Corporation Saskatchewan,  
 (“The Purchaser”)

Whereas the municipal road or street located East of NE 32-34-1 W3 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 \$20,000.00 for the road or street.
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 arising after the date of transfer.

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 \_\_\_\_\_, in the Province of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Rural Municipality of Blucher No. 343

\_\_\_\_\_  
REEVE

(SEAL)

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PURCHASER

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

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 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.