

**BYLAW 4-2020**  
**A BYLAW OF THE RURAL MUNICIPALITY OF BLUCHER,**  
**NO. 343 TO PROVIDE FOR THE CLOSING AND SELLING OF**  
**A MUNICIPAL ROAD**

The Council of the Rural Municipality of Blucher, #343, (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 sell the municipal road described as:

A Portion of SW 08-34-02 W3  
(Parcel # 119649369 / Title # 120340381)

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

\_\_\_\_\_  
Reeve

**SEAL**

\_\_\_\_\_  
Administrator

Certified a true copy of Bylaw 4-2020  
adopted by resolution of the Council  
on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Administrator

**EXHIBIT "A" TO BYLAW 4-2020**

**AGREEMENT TO CLOSE AND SELL (TRANSFER) A MUNICIPAL ROAD**

This agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

The Rural Municipality of Blucher, No. 343 ("the Municipality")

And

Marlene Louise Fiolleau of Saskatoon, Saskatchewan and  
Quintin John Senger of Bradwell, Saskatchewan (the "Purchasers");

WHEREAS the municipal road located at A Portion of SW 08-34-02 W3 (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 Purchasers are desirous of acquiring the road and the municipality is prepared to close and transfer the same to the Purchasers, pursuant to section 13 of *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 Purchasers, subject to the terms and conditions hereinafter set forth.

Now therefore the parties agree as follows:

1. The Municipality agrees to sell and the Purchasers agree to buy the road.
2. The Purchasers shall pay the Municipality the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars) (plus GST) for the road.  
Enter GST number \_\_\_\_\_. The Purchasers, if GST registrants, 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 Purchasers agree to accept the road in its present condition. The Purchasers agree 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 Purchasers covenant and agree 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 Purchasers' 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 Purchasers 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 the Village of Bradwell, in the Province of Saskatchewan, this \_\_\_\_ day of \_\_\_\_\_, 2020.

Rural Municipality of Blucher No. 343

\_\_\_\_\_  
Reeve

(SEAL)

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

CANADA )  
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 Quintin John Senger, 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 Village of Bradwell, in the Province of Saskatchewan, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 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 eighteen years or more.

SWORN BEFORE ME at the }  
Village of Bradwell, in the }  
Province of Saskatchewan, this }  
\_\_\_\_\_ day of \_\_\_\_\_, 2020. }  
} }  
} }  
} }  
} }

\_\_\_\_\_  
COMMISSIONER FOR OATHS in and \_\_\_\_\_  
for the Province of Saskatchewan  
My commission expires \_\_\_\_\_

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

4. THAT I was personally present and did see Marlene Louise Foilleau, 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.
5. THAT the same was executed at the Village of Bradwell, in the Province of Saskatchewan, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 and that I am the subscribing witness thereto.
6. THAT I know the said \_\_\_\_\_ and she is in my belief of the full age of eighteen years or more.

SWORN BEFORE ME at the }  
Village of Bradwell, in the }  
Province of Saskatchewan, this }  
\_\_\_\_\_ day of \_\_\_\_\_, 2020. }  
} }  
} }  
} }

\_\_\_\_\_  
COMMISSIONER FOR OATHS in and \_\_\_\_\_  
for the Province of Saskatchewan  
My commission expires \_\_\_\_\_