

Rural Municipality of Indian Head No. 156

BYLAW NO. 150/2010

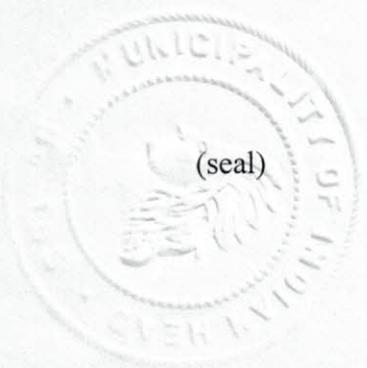
A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF A PART OF
A MUNICIPAL ROAD.

The Council of the Rural Municipality of Indian Head No. 156 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 a portion of the municipal road
described as:

The Undeveloped Road Allowance Between NW 22 & SW 27-19-12-2 West of
Registered Plan #FU239

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



(seal)

Harne Scott
Reeve

Gene Thacker
Administrator

Read a third time and adopted
This 10th day of August, 2010.

Certified a true copy of Bylaw No. 150, 2010
passed by resolution of Council on the
10th Day of August, 2010

Harne Scott
Reeve

Gene Thacker
Administrator

(seal)



EXHIBIT "A"

**AGREEMENT TO CLOSE AND SELL PART OF
A MUNICIPAL ROAD**

This agreement made this 21st day of August, 2010

Between:

The Rural Municipality of Indian Head
("the Municipality")

And

Capital Farms Ltd.,
of 2816 McCallum Avenue, Regina, SK S4S 0P9
("the Purchaser")

Whereas the municipal road located between NW 22 & SW 27-19-12-2 West of Registered Plan #FU239 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 \$ 5000.00 for the road upon approval by the Minister of the proposed subdivision in the NW 22 & SW 27-19-12-2.
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;
 - 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, 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 Indian Head, in the Province of Saskatchewan, this day of August, 2010.

(SEAL)

Lorne Scott
Reeve

Lorne Thacker
Administrator

Carolyn Polys
Witness

Robert Boyle
Purchaser

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, CAROLYN POLYFS of the Rm of INDIAN HEAD in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see ROBERT BOYLE 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 21ST of AUGUST, in the Province of Saskatchewan, on the 21ST day of AUGUST, 2010 and that I am the subscribing witness thereto.
3. THAT I know the said ROBERT BOYLE and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Rm)
of INDIAN HEAD, in the Province)
of Saskatchewan, this 21ST day)
of AUGUST, 2010.)

[Signature])

[Signature])

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.

My commission expires: MAR 31, 2011
or Being a Solicitor.

