

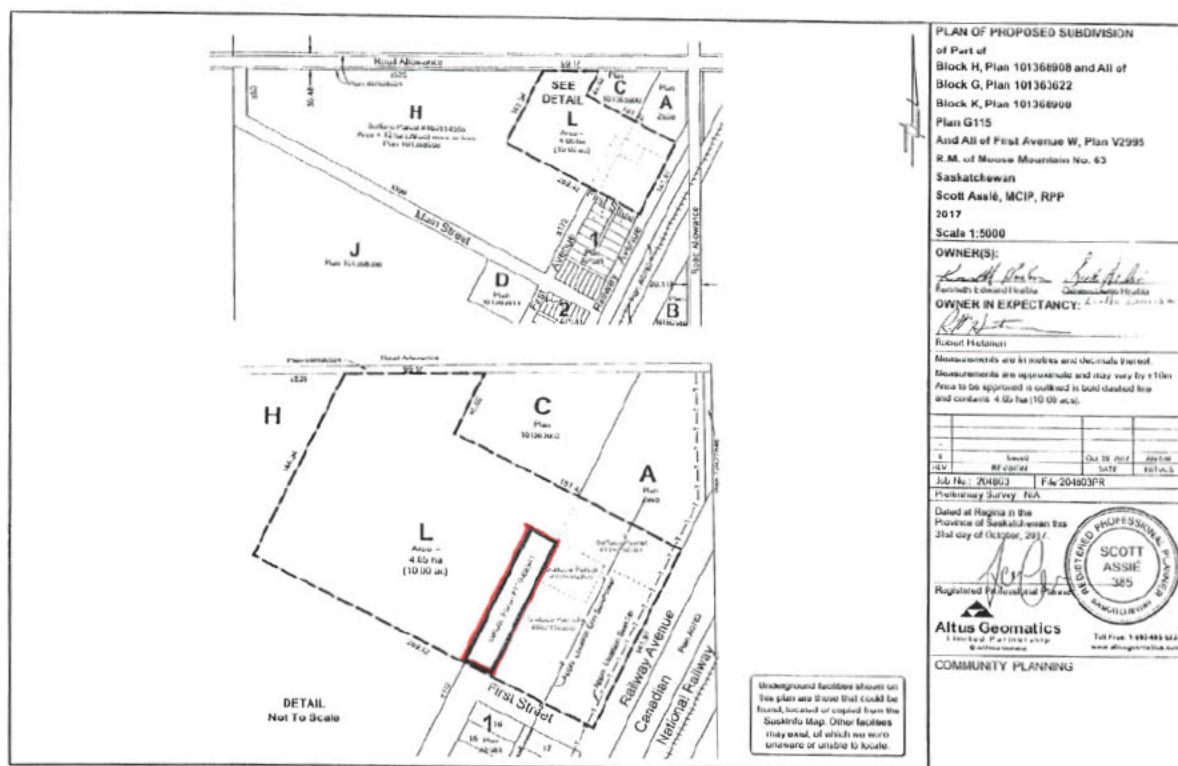
BYLAW NO. 3-2018

**A BYLAW OF THE RURAL MUNICIPALITY OF MOOSE MOUNTAIN NO. 63,
TO PROVIDE FOR THE CLOSING AND TRANSFER OF A MUNICIPAL ROAD**

The Council of the Rural Municipality of Moose Mountain No. 63,
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 that portion of Original Road Allowance described as part of the N.E. 1/4 08-07-03-W2, Plan V2995, Ext.1 within the boundaries of the Hamlet of Wordsworth, further described as First Avenue, Surface Parcel Number: 110088941, as outlined in red bold line on the proposed subdivision below.



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

[Redacted Signature] Reeve

Read a first time this 8th day of March, 2018.

[Redacted Signature] Administrator

Read a second time this 8th day of March, 2018.

Read a third time and adopted this 8th day of March, 2018.

[Redacted Signature] Reeve

Certified a True Copy of Bylaw No. 3-2018

[Redacted Signature] Administrator

Adopted by Resolution of Council on the 8th
Day of MARCH 2018



EXHIBT "A"

**AGREEMENT TO CLOSE AND SELL (TRANSFER)
PART OF A MUNICIPAL STREET**

This agreement made this 07 day of March, 2018.

Between:

The Rural Municipality of Moose Mountain No. 63
("the Municipality")

And

Ken & Liette Hrabia
("the Purchaser")

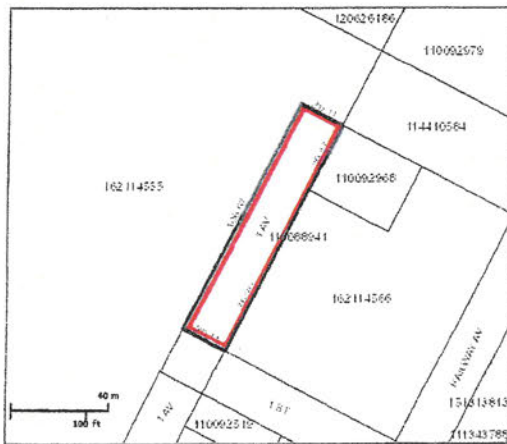
of Carlyle, Saskatchewan.

Whereas the municipal street located at:

The NE¼ 08-07-03-W2, Plan V2995, Ext.1, within the boundaries of the Hamlet of Wordsworth, further described as First Avenue, Surface Parcel Number: 110088941, as shown in bold red on the attached sketch. ("the Street"),

Surface Parcel Number: 110088941

REQUEST DATE: Tue Feb 6 13:43:35 GMT0600 2018



Scale: 1:2257
Owner Name(s): Her Majesty the Queen (Saskatchewan)
Municipality: RM OF MOOSE MOUNTAIN NO. 63 Area: 0.215 hectares (0.53 acres)
Title Number(s): 102869973 Converted Title Number: 18050
Parcel Class: Road Ownership Share: 1:1
Land Description: HE 06-07-03-2 Plan V2995 Ext 1
Source Quarter Section: HE-08-07-03-2



Is in the opinion of the Municipality a Street that is no longer needed for use by the travelling public.

WHEREAS access to other lands is not eliminated by this agreement; and

WHEREAS the Purchaser is desirous of acquiring the Street and the Municipality is prepared to close and transfer the same to the Purchaser, 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 Street to the Purchaser, subject to the Purchaser, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE therefore the parties agree as follows:

1. The Municipality agrees to sell and the Purchaser agrees to buy the Street.
2. The Purchaser shall pay the Municipality the sum of \$1.00 (plus GST) for the Street.

Enter GST number, if registered _____ . The Purchaser, if a GST registrant, 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 be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
4. The Purchaser agrees to accept the 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 judgements concerning this Street.
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 Street, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the 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 Street for use by the public as a municipal Street or for the purposes of a public utility or municipal utility, the Street, or any interest in the 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*.
 - (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, SaskEnergy and Saskatchewan Telecommunications for any existing lines.

Dated at Carlyle, in the Province of Saskatchewan,

this 7 day of March, 2018.

Rural Municipality of Moose Mountain No. 63



[Redacted Signature]

Reeve

[Redacted Signature]

Administrator

[Redacted Signature]

Witness

[Redacted Signature]

Witness

[Redacted Signature]

Purchaser – Ken Hrabia

[Redacted Signature]

Purchaser – Liette Hrabia

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Kelly Chittenden @ of the town of Indian Head in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:


1. THAT I was personally present and did see Ken Hrabia named in the within agreement Exhibit "A", 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 town of Indian Head in the Province of Saskatchewan, on the 07 day of March, 2018 and that I am subscribing witness thereto.
3. THAT I know the said Ken Hrabia and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the town)
of Indian Head in the Province of)
Saskatchewan, this 07 day of)
March, 2018.)

)

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

My commission expires:
October 31 2022


Witness

Notary Public

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Kelly Chittenden of the town of Indian Head in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Liette Hrabia named in the within agreement Exhibit "A", 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 town of Indian Head in the Province of Saskatchewan, on the 07 day of March, 2018 and that I am subscribing witness thereto.
3. THAT I know the said Liette Hrabia and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the town)
of Indian Head in the Province of)
Saskatchewan, this 07 day of)
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A COMMISSIONER FOR OATHS in and for)
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My commission expires:
October 31 2023

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Witness

Jotany Public