

VILLAGE OF BETHUNE

BYLAW NO 2008-02

A BYLAW TO PROVIDE FOR THE CLOSING AND TRANSFERRING OF A MUNICIPAL STREET.

The Council of the Village of Bethune in the Province of Saskatchewan ,
agree to close and transfer the municipal street described as follows

All that portion of McLean Street as shown on Registered Plan No.
97MJ12358 described as follows:

Firstly, the most westerly 4 meters in perpendicular width lying north of
the easterly production of the south boundary of Lot 1, Block 6,
Registered Plan No. 97MJ12358.

Secondly, the most westerly 4 meters in perpendicular width lying south
of the easterly production of the north boundary of Lot 1, Block 7,
Registered Plan No. 97MJ12358.

On the terms and conditions set out in the agreements Marked as Exhibit
A and B which is attached to and forms part of this bylaw.



MAYOR



ADMINISTRATOR

**CERTIFIED A TRUE COPY OF
Bylaw No. 2008-2, of the Village
Of Bethune adopted by Resolution of
Council this 3rd day of June, 2008.**





ADMINISTRATOR

EXHIBIT "A"

^{To}
~~TO~~ AGREEMENT TO CLOSE AND TRANSFER ALL OR PART OF A MUNICIPAL ROAD
STREET

This agreement made this 29 day of April, 2008

Between:

The Village of Bethune
("the Municipality")
And

Troy Riche _____
Of Bethune, Saskatchewan
("the purchaser")

Whereas the municipal road or street located at the most westerly 4 meters in perpendicular width lying south of the easterly production of the north boundary of Lot 1, Block 7, Registered Plan No. 97MJ12358 is no longer required for use by the traveling public, 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 of *The Municipalities Act*, and

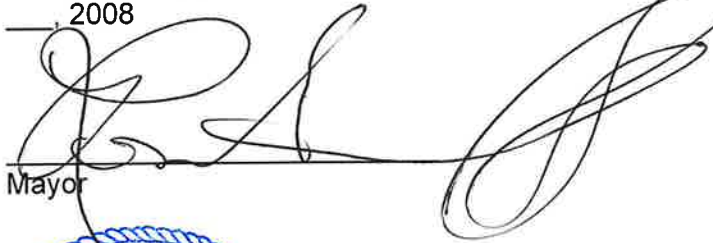
Whereas the Minister of Highways and Infrastructure has agreed to allow the municipality to close and transfer the road or street to the Purchaser, subject to the terms and conditions hereinafter set forth.

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 \$0.00 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.
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 one if the land has not become part of a subdivision pursuant to *The Planning and 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 Bethune, in the Province of Saskatchewan, this 29 day of April, 2008



 Mayor





 Clerk



 Witness



 Purchaser

CANADA)
 PROVINCE OF SASKATCHEWAN)
 TO WIT:)

AFFIDAVIT OF EXECUTION

I, Manuela Riche, of the Village of Bethune, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Troy Riche 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 Bethune, in the Province of Saskatchewan, on the 29 day of April, 2008 and that I am the subscribing witness thereto.
3. THAT I know the said Troy Riche and he is in my belief of the full age fo 18 years or more.

SWORN BEFORE ME AT the
Village of Bethune, in the
Province of Saskatchewan, this
29 Day of April, 2008

[Signature]
A COMMISSIONER FOR OATHS in and
For the Province of Saskatchewan, My
Commission expires: JAN 31 2013

[Signature]

EXHIBIT "B"

AGREEMENT TO CLOSE AND TRANSFER ALL OR PART OF A MUNICIPAL ROAD
STREET

This agreement made this 28th day of APRIL, 2008

Between:

The Village of Bethune
("the Municipality")
And

Ron Riche
Of Bethune, Saskatchewan
("the purchaser")

Whereas the municipal road or street located at " , the most westerly 4 meters in perpendicular width lying north of the easterly production of the south boundary of Lot 1, Block 6, Registered Plan No. 97MJ12358. is no longer required for use by the traveling public, 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 of *The Municipalities Act*, and

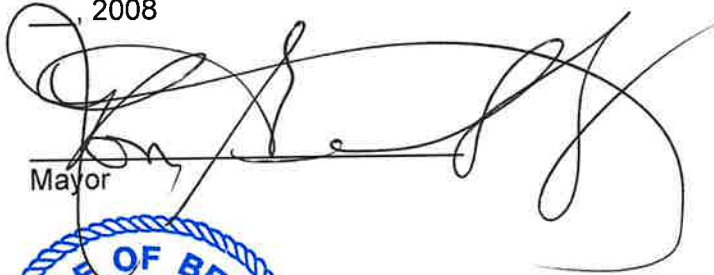
Whereas the Minister of Highways and Infrastructure has agreed to allow the municipality to close and transfer the road or street to the Purchaser, subject to the terms and conditions hereinafter set forth.

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 \$0.00 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.
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 one if the land has not become part of a subdivision pursuant to *The Planning and 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 Bethune, in the Province of Saskatchewan, this 28th day of APRIL, 2008



 Mayor





 Clerk



 Witness



 Purchaser

CANADA)
 PROVINCE OF SASKATCHEWAN)
 TO WIT:)

AFFIDAVIT OF EXECUTION

I, EDWINA RICHE, of the Village of Bethune, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see RON RICHE 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 Bethune, in the Province of Saskatchewan, on the 28, day of APRIL, 2008 and that I am the subscribing witness thereto.
3. THAT I know the said RON RICHE and he is in my belief of the full age fo 18 years or more.

SWORN BEFORE ME AT the
Village of Bethune, in the
Province of Saskatchewan, this
28 Day of APRIL, 2008

Day Patena
A COMMISSIONER FOR OATHS in and
For the Province of Saskatchewan, My
Commission expires: JAN 31 2013

Edwina Riche