

VILLAGE OF PAYNTON

BYLAW NO. 6-2012

A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF A MUNICIPAL ROAD OR STREET


The Council of the Village of Paynton, 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 Poplar Avenue on the terms and conditions as set out in the agreement marked as Exhibit "A" which is attached to and forms part of this bylaw.




Dave Florizone, Mayor


Joan Caldwell, Administrator

INSERT
↓
Plan No. BW 1187
AND Plan No. 83BW03939




Read a first time this 10th day of July, 2012
Read a second time this 10th day of July, 2012
Read a third time and adopted this 10th day of July, 2012

EXHIBIT "A"

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

This agreement made this 03 day of July, 2012,

Between **The Village of Paynton**
(hereinafter referred to as "the Municipality")

-and-

Marion McDougall, and Bryce McDougall
(hereinafter referred to as "the purchasers")

Whereas the municipal road located at , commonly known as Poplar Ave., is no longer required for use by the travelling 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 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 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 One (\$1.00) dollar (plus GST) for the road. GST # _____ . (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.)
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 conditions. The Purchaser agrees to save harmless and keep indemnified the Municipality and the Crown in the 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;
6. The Purchaser covenants and agrees with the Municipality to:
 - a. Consolidate the land with the adjacent existing title at the purchaser's expense;
 - b. Be responsible for all Information Services Corporation (ISC) fees related to the consolidation of the land; and
 - c. 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

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.
8. 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 the Village of Paynton, in the Province of Saskatchewan, this 3 day of July, 2012

VILLAGE OF PAYNTON






Dave Florizone, Mayor



Joan Caldwell, Administrator



Witness



Marion McDougall, Purchaser



Witness



Bryce McDougall, Purchaser