

BYLAW NO. 17/16

TOWN OF HANLEY

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

The Council of the Town of Hanley, in the Province of Saskatchewan, enacts as follows:

1. The Municipality agrees to close, transfer and sell the municipal road or street with the legal description:

All that portion of St/L1 - Plan C1407 Ext 1 (0.03 acres) , shown as Information Service Corporation, Surface Parcel Number 203289408, Hanley, Saskatchewan.

And transfer and sell the portion of municipal road or street on the terms and conditions set out in the original agreement marked as Exhibit "A" which is attached to and forms part of this bylaw, and as indicated on plan of proposed subdivision marked as Exhibit "B" attached.

(SEAL)

Mayor

Chief Administrative Officer

EXHIBIT "A"

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

This agreement made this 3rd day of October, 2016.

BETWEEN:

The Town of Hanley
("the Municipality")

And

Kevin McCormick and Vicki McCormick
of P.O. Box 265, Hanley, SK S0G 2E0
("the Purchaser")

WHEREAS the municipal lane located at:

A point on southwesternmost to the northwesternmost corners of Lot 4, Block 5, Plan 54632 to 3.03 metres to the northeastly corner of Lot 1, Block 5, Plan C1407, then 40.24 metres to the southeastly corner of Lot 13, Block 5, Plan C1407 (see attached Exhibit "B" map)

With the legal description:

All that portion of St/L1 - Plan C1407 Ext 1 (0.03 acres), Parcel Number 203288474

the Lane is no longer needed 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 lane and the municipality is prepared to close and transfer the same to the Purchaser, pursuant to section 13 *The Municipalities Act*, and

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 \$1 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 lane 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 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, Saskatchewan Energy and Saskatchewan Telecommunications for any existing lines.

Dated at Hanley, in the Province of Saskatchewan, this 3rd day of October, 2016.

Town of Hanley

Mayor

Chief Administrative Officer

(SEAL)

Witness

Purchaser

Witness

Purchaser

C A N A D A)
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 _____ 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 _____ of _____, in the Province of Saskatchewan, on the _____ day of _____, 20____ 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 18 years or more.

SWORN BEFORE ME at the _____)
of _____, in the Province)
of Saskatchewan, this _____ day)
of _____, 20____.)
)
)
)
)

A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.
My commission expires:
or Being a Solicitor.
