

**R.M. of Pleasantdale #398
BYLAW NO. 2-2004**

A bylaw to provide for the permanent closure of a road allowance.

WHEREAS Section 197.2 of *The Rural Municipality Act, 1989* allows a municipality to permanently close any road, street or lane vested in the Crown with the prior written consent of the Minister of Highways and Transportation AND after having given the public notice of the proposed closure;

AND WHEREAS the Minister of Highways and Transportation has consented to AND Council has given the required public notice of the proposed closure;

THEREFORE, the Council of the R.M. of Pleasantdale #398 in the Province of Saskatchewan enacts:

- (1) To permanently close all that portion of Road , Plan 84HO1688 ,lying North of the Road widening on said Plan as shown outlined on a proposed plan of subdivision prepared by Murray Radoux ,S.L.S.. P.Surv. dated August 26th,2004.
- (2) That the ADMINISTATOR undertake such other things necessary to effect the intent of this Bylaw.



[Signature]

[Signature]
Administrator

Certified to be a true copy
of Bylaw 2-2004 , passed by
Council on Nov. 24-2004

Dated this 24th day of Nov. 2004

[Signature]
Lowell Prefontaine
Administrator



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

This agreement made this 24th day of November, 2004.

Between:

R.M. of Pleasantdale No. 398
("the Municipality")

and

Bret and Deanna Gaetz,
of Naicam, Saskatchewan
("the Purchaser")

Whereas the municipal road located North of the road widening on Plan 84H01688 ("the Road") is no longer required for use by the traveling public, owing to the existence of an alternate route;

Whereas the Purchaser is desirous of acquiring the Road and the Municipality is prepared to close and transfer the road to the Purchaser, and



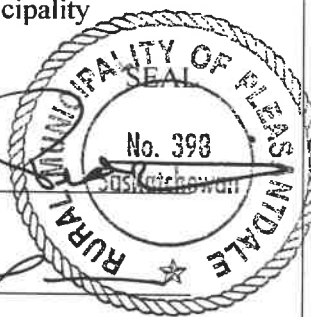

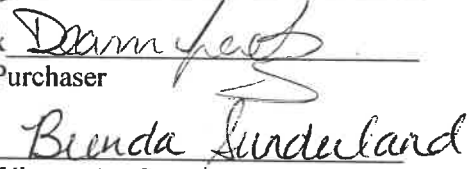
Whereas the Minister of Highways and Transportation has agreed to allow the municipality to close and transfer the Road to the Purchaser, subject to the terms and conditions hereinafter set forth.

Now therefore the parties agree as follows:

1. The Municipality agrees to sell the road subject to the Council deciding to do so after holding a public hearing.
2. The Purchaser agrees to buy and pay for the Road subject to the following terms:
 - a) The Purchaser will pay to the Municipality a deposit of \$25.00 at the time of signing this Agreement;
 - b) The Purchaser will further pay a balance owing of \$25.00 when the Municipality passes a bylaw to close the road and submits the said bylaw to the Department of Highways & Transportation; and
 - c) In the event that the Municipality decides not to pass a bylaw to close the road, the Municipality shall return to the Purchaser the aforesaid deposit minus any advertising, hearing or administrative costs incurred by the Municipality after which this Agreement shall be null and void.
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 survey or convey title to the land;
 - b) consolidate the land with an adjacent existing title at the Purchaser's expense;
 - c) pay all Information Services Corporation (ISC) fees related to the transfer of the land; and
 - d) erect and maintain 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. The Purchaser shall, without charge, grant utility line easements or relocation costs as may be required by the SaskPower, SaskEnergy or SaskTel for any existing lines.
7. a) Per Section 197.2(2) of *The Rural Municipality Act, 1989*, any closing and transfer pursuant to this agreement is subject to the condition that, if the Crown 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 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) All costs associated with registering an interest pursuant to 7(a) shall be borne by the Municipality.

Dated at NAICAM in the Province of Saskatchewan, this 24th day of November 2004.

<p>Signed for the Municipality</p>  <p>Reeve</p>  <p>Administrator</p> 	<p>Signed for the Purchaser</p>  <p>Purchaser</p>  <p>Witness (or Company Seal)</p>
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CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Brenda Sunderland of the Town of Naicam, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Bret & Deanna Gaetz , 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 Town of Naicam, in the Province of Saskatchewan, on the 24th day of November , 2004 and that I am the subscribing witness thereto.
3. THAT I know the said Bret & Deanna Gaetz they are in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Town)
of Naicam , in the Province)
of Saskatchewan, this 24th day)
of November , 2004)



A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.
My commission expires: June 30-2009
or Being a Solicitor.

) Brenda Sunderland