

**BYLAW NO. 05/2010**

**Rural Municipality of Colonsay No. 342**

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

The Council of the Rural Municipality of Colonsay No. 342, (the Municipality) 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:

The road between E ½ 20-34-27 W2nd and W ½ 21-34-27 W2nd and between the E ½ 17-34-27 W2nd and the W ½ 16-34-27 W2nd

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

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Reeve

(seal)

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Administrator  
Sections 13 & 15 of *The Municipalities Act*

**EXHIBIT "A"**

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

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Between:

The Rural Municipality of Colonsay No. 342 ("the Municipality)

And;

Mosaic Potash Colonsay ULC,  
of Box 1500, Colonsay, SK S0K 0Z0 ("the Purchaser")

Whereas the municipal road or street located between E ½ 20-34-27 W2nd and W ½ 21-34-27 W2nd and between the E ½ 17-34-27 W2nd and the W ½ 16-34-27 W2nd ("the Road or Street") is no longer required for use by the traveling 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 *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 by means of rebuilding the road from between E ½ 19-34-27 W2nd and W ½ 20-34-27 W2nd and between the E ½ 18-34-27 W2nd and the W ½ 17-34-27 W2nd to the specifications as agreed on by both parties 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 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.

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 Colonsay, in the Province of Saskatchewan, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010.

Rural Municipality of Colonsay No. 342

\_\_\_\_\_  
Reeve

(SEAL)

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mosaic Potash Colonsay ULC

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 \_\_\_\_\_, 2010 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.

\_\_\_\_\_