

BYLAW NO. 1-2014

RURAL MUNICIPALITY OF DUFFERIN #190

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

The Council of the Rural Municipality of Dufferin No. 190, 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:

Portion of Right of Way on easterly of SE of Section 3-20-25 W2
Portion of Right of Way on easterly of Section 35-19-25 W2
Portion of Right of Way on easterly of Section 26-19-25 W2
Portion of Right of Way on easterly of Section 36-19-25 W2
Portion of Right of Way on easterly of Section 25-19-25 W2

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

2. This Bylaw shall come into force and take effect upon final passing thereof.

Introduced and read a first time the 8th day of January 2014.

Read a second time this 8th day of January 2014

Read a third and final time on the unanimous consent of the Council this 8th day of January 2014




Reeve


Administrator

Sections 13 & 15 of *The Municipalities Act*

Certified a true copy of the bylaw
Passed by the unanimous consent of
the Council present at their regular meeting
held on the 8th Day of January 2014.


Administrator



EXHIBIT "A"

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

This agreement made this 8 day of JANUARY, 2014.

Between:

Rural Municipality of Dufferin No. 190
("the Municipality")

And

K+S Potash
Canada GP
("the Purchaser")

Whereas the municipal roads located at;

Portion of Right of Way on easterly of SE of Section 3-20-25 W2
Portion of Right of Way on easterly of Section 35-19-25 W2
Portion of Right of Way on easterly of Section 26-19-25 W2
Portion of Right of Way on easterly of Section 36-19-25 W2
Portion of Right of Way on easterly of Section 25-19-25 W2

("the Roads") are not be 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 Roads and the Municipality is

prepared to close the Roads and transfer the same to the Purchaser, in accordance with section 13 of *The Municipalities Act*, S.S. 2005, c. M-36.1 ("the Act");

And whereas the Minister of Highways and Infrastructure has agreed to allow the Municipality to close the Roads and transfer the same to the Purchaser, on 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 Roads.
2. The Purchaser shall pay the Municipality the sum of \$970.00 per acre (41.09 Acres) (plus GST) for the Roads. In addition, the Purchaser shall reimburse the Municipality for any compensation it is required to pay to persons whose land or interest in land is injuriously affected by the road closures, as contemplated by subsections 13(4) to (8) of the Act, as well as any costs reasonably incurred by the Municipality to determine the same.
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 Roads in their 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 the Roads.

The Purchaser covenants and agrees with the Municipality to:

- a) pay all costs associated with conveying title to the land, including any required review by Community Planning;
 - b) consolidate the land with adjacent existing titles 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 Roads or street, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the Roads are closed.
5. (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 Roads or any one or more of them 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 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*, S.S. 2007, c. P-13.2
 - (c) All costs associated with registering an interest pursuant to this paragraph shall be borne by the Municipality.
 6. 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. If any such lines have to be relocated to permit development of the mine, the Purchaser shall be responsible for the resulting costs.

Dated at Bethune, in the Province of Saskatchewan, this

day 5 of JANUARY, 2014.

Rural Municipality of Dufferin No. 190



July Baylson
REEVE

[Signature]
Administrator

K+S Potash Canada GP

(SEAL)

Per:

Per: