

BYLAW NO. 2011-2

**A BYLAW OF THE TOWN OF LAMPMAN,
IN THE PROVINCE OF SASKATCHEWAN,
TO PROVIDE FOR THE CLOSING AND SELLING
OF A MUNICIPAL ROAD OR STREET**

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

1. Subject to the consent of the Minister of Highways and Infrastructure, the Town of Lampman, agrees to close and transfer the municipal road or street and alley described as:

**Carrol Street Extension south of Forrest Avenue and
Alley between Block U, Plan 77R13805 and Lot 1, Block 10, Plan 84R07418**

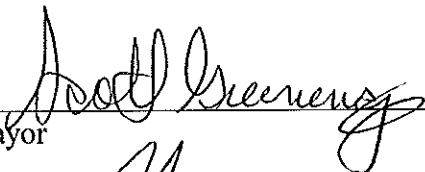
on the terms and conditions set out in the agreement marked as Exhibit "A" which is attached to, forming part of this bylaw.

INTRODUCED AND READ A FIRST TIME THIS 10TH DAY OF MARCH, 2011.

READ A SECOND TIME THIS 10TH DAY OF MARCH, 2011

**READ A THIRD AND FINAL TIME ON THE UNANIMOUS CONSENT OF THE
COUNCIL PRESENT THIS 10TH DAY OF MARCH, 2011.**





Mayor



Administrator

EXHIBIT "A"

**AGREEMENT TO CLOSE AND SELL ALL OR PART OF A
MUNICIPAL ROAD OR STREET**

This agreement made this 10th day of March, 2011.

Between:

THE TOWN OF LAMPMAN
(hereinafter referred as the Municipality)

AND

LUXTON CONSULTING LTD.
of Box 489, Lampman, Saskatchewan S0C 1N0
(hereinafter referred to as the Purchaser)

WHEREAS the municipal road or street known as the Carrol Street Extension is no longer, nor has ever been used 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 sell the same to the Purchaser, pursuant to section 13 of *The Municipalities Act*, and

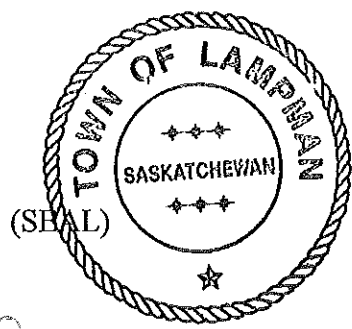
WHEREAS the Minister of Highways and Infrastructure has agreed to allow the Municipality to close and transfer the road or street to the Purchaser, subject to the terms and conditions hereinafter set forth.

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 the sum of Six Hundred Dollars (\$600.00) (plus GST) for road or street. Enter GST number, if registered _____. 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. (The supplier of the land is not required to collect the GST if the supply is made to a person registered for GST purposes).
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 judgements 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 Telecommunication for any existing lines.

Dated at Lampman, in the Province of Saskatchewan, this 22nd day of March, 2011.



Town of Lampman
Scott Greening
Mayor

[Signature]
Administrator

[Signature]
Witness

[Signature]
Purchaser

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, DENA SCOTT, of the Town of Lampman, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see DARY HEMMELSPACH - LUKTON CONSULTING 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 Lampman, in the Province of Saskatchewan, on the 05th day of MARCH, 2011 and that I am the subscribing witness thereto.
3. THAT I know the said DARY HEMMELSPACH - LUKTON CONSULTING and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Town)
of Lampman, in the Province of)
Saskatchewan, this 05th day)
of MARCH, 2011.)
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[Signature]
A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.
My commission expires: Feb 28, 2016
or Being a Solicitor.

[Signature]