

BYLAW NO. 1-2006


**Rural Municipality of Rocanville No. 151**

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

The Council of the Rural Municipality of Rocanville No. 151 in the Province of Saskatchewan, enacts as follows:

1. Subject to the consent of the Minister of Highways and Transportation, the Municipality, agrees to close and transfer the municipal road allowance lying east of section 16, township 17, range 30, west of the first meridian and the road allowance intersection at the north east of section 16, township 17, range 30, west of the first meridian on the terms and conditions set out in the agreement marked as Exhibit "A" which is attached to and forms part of this bylaw.

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator  
Section 13 & 15 of *The Municipalities Act*

SEAL

Read a third time and adopted  
this 16th day of March, 2006.

Certified a true copy of Bylaw No. 1-2006  
adopted by resolution of Council on the  
16th day of March, 2006.

  
\_\_\_\_\_  
Administrator

SEAL

## EXHIBIT "A"

### AGREEMENT TO CLOSE AND SELL ALL OF A MUNICIPAL ROAD

This agreement made this 16th day of March, 2006.

Between:

The Rural Municipality of Rocanville No. 151  
("the Municipality")

And

Potash Corporation of Saskatchewan Inc.  
Rocanville, Saskatchewan.  
("the Purchaser")

Whereas the municipal road located to the east of section 16, township 17, range 30, west of the first meridian and the road allowance intersection northeast of section 16, township 17, range 30, west first of the first meridian 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 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 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 and the Purchaser agrees to buy the road.
2. The Purchaser shall pay the Municipality the sum of One Hundred and Twenty Thousand Dollars (plus GST for the road).  
GST number 119482909. The Purchaser, remits the GST payable on any land sale to Revenue Canada, and it should not be submitted with the payment.
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 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;

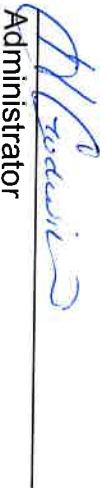
- c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and
  - d) erect and maintain throughout the terms of this agreement, at each end of the road, such signs as the Municipality may direct, to ensure that the general public is adequately warned that the road is closed.
- 6
- 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 for use by the public as a municipal road, or any interests in the road that is necessary to enable 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, Sask Energy and Saskatchewan Telecommunications for any existing lines.

Dated at Rocanville, in the Province of Saskatchewan, this 16th day of March, 2006.

**Rural Municipality of Rocanville No. 151**

(SEAL)

  
Reeve

  
Administrator

  
Witness

  
Potash Corporation of Saskatchewan Inc.

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT;  
)  
)  
)

AFFIDAVIT OF EXECUTION

I, CLINT WELAND, of the CITY of SASKATOON, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see JARRETH MOORE 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 CITY of SASKATOON, in the Province of Saskatchewan, on the 4 day of MAY, 2006 and that I am the subscribing witness thereto.

3. THAT I know the said JARRETH MOORE and he is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the CITY of SASKATOON, in the Province of Saskatchewan, this 4 day of MAY, 2006.

[Signature]

[Signature]

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.

My commission expires: September 30, 2006  
~~or Being a Solicitor.~~