

STREET CLOSURE BYLAW

VILLAGE OF BULYEA

BYLAW NO. 04/14

A BYLAW TO PROVIDE FOR THE CLOSING, SELLING AND TRANSFERRING OF A MUNICIPAL STREET.

The Council of the Village of Bulyea, in the Province of Saskatchewan, enacts as follows:

The Municipality agrees to close, sell and transfer the municipal road described as:


The portion of Bowden Street lying between a line joining the northeast corner of lot 10, block 1 with the northwest corner of lot 1, block 2 and a line joining the southeast corner of lot 10, block 1 with the southwest corner of lot 1 block 2, Registered Plan E2775

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





Mayor



Adminstrator

Read a third time and adopted
this 21 day of May, 2014

Certified a true copy of
bylaw number 04114 adopted
by resolution on the 18th day
of June, 2014

EXHIBIT "A"

SALE OF A MUNICIPAL STREET

This agreement made this 21st day of May, 2014

Between:

The Village of Bulyea
("the Municipality")

and

Bulyea Community Co-operative Association Limited,

of Bulyea, Saskatchewan
("the Purchaser");

Whereas the municipal street located at

the portion of Bowden Street lying between a line joining the northeast corner of lot 10, block 1 with the northwest corner of lot 1, block 2 and a line joining the southeast corner of lot 10, block 1 with the southwest corner of lot 1 block 2, Registered Plan E2775 ("the Land"),

has never been constructed

Whereas access to other lands is not eliminated by this agreement;

Whereas the Purchaser is desirous of using the Land for the purpose of commercial development; and

Where the Municipality is prepared to sell the Land to the Purchaser, on the terms and conditions hereinafter set forth;

Now therefore in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. The Municipality demises and sells to the Purchaser and the Purchaser buys from the Municipality, the Land, for \$14,500 plus GST. This includes the cost of the Land, and associated road closure and land transfer obligations by the Municipality (Survey and Plan of Proposed Subdivision development, Community Planning Review, Land transfer fees and associated Administration).
2. The Purchaser covenants and agrees to:
 - a) Stake the Land and provide a Surveyor's Real Property Report (Surveyor's Certificate) to the office for all buildings with a permanent foundation and/or minimum size of 100 square feet.
 - b) Comply with any easement or right of way required for any public utility service that is provided as at the date of the signing of this agreement.
 - c) May not assign this Agreement by the Purchaser unless approved by the Municipality. The Municipality is not required to approve a re-assignment.
 - d) Pay all taxes and utility costs on the Land and any other adjustment as of the date of transfer of the Land to the Purchaser.
3. Binding Effect - this Agreement shall ensure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and assigns.
4. Interpretation - whenever the singular is used throughout this Agreement it shall be construed as including the plural or corporation wherever the context of parties so require.
5. Amendment - any amendment to this Agreement must be in writing and signed by both parties.

Dated at Bulyea, in the Province of Saskatchewan, this 25 day
of June, 2014.



VILLAGE OF BULYEA
Municipality

Jerry Myer
Mayor

Jenna Johnson
Administrator

Brenda Luber
Witness

[Signature]
Purchaser

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

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

1. THAT I was personally present and did see Peter Barry 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 Village of Bulyea, in the Province of Saskatchewan, on the 25 day of June, 2014 and that I am the subscribing witness thereto.

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

SWORN BEFORE ME at the Village)
of Bulyea, in the Province)
of Saskatchewan, this 25th day)
of June, 2014.)

Jennifer D. Schmidt)
A COMMISSIONER FOR OATHS in and)
for the Province of Saskatchewan.

My commission expires: September 30, 2015
~~or Being a Solicitor.~~

Brenda Huber