

RM OF LAIRD NO. 404

BYLAW NO. 01-2025

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

The Council of the Rural Municipality of Laird No. 404 (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 segments described
as:

ORA 12-43-06-3 Ext. 0;
ORA 125-43-06-3 Ext. 0; and,
ORA 13-43-06-3 Ext. 0,

as shown on a map within the bold-dashed line attached hereto as Exhibit “A”,
and on the terms and conditions set out in the agreement marked as Exhibit “B”,
which are attached to and form part of this bylaw.

Reeve

(seal)

Administrator

Read a third time and adopted
this ____ day of _____

Administrator

EXHIBIT "A"



EXHIBIT “B”

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

This agreement made this _____ day of _____, _____ 2025 _____.

Between:

The Rural Municipality of Laird No. 404
Box 160, Waldheim, Saskatchewan, S0K 4R0
 (“the Municipality”)

And

Riverbend Hutterian Brethren Inc.
201-1027 8th Street East Saskatoon, Saskatchewan, S7H 0S2
 (“the Purchaser”)

Whereas the municipal road segments identified as ORA 12-43-06-3 Ext. 0; ORA 125-43-06-3 Ext. 0; and, ORA 13-43-06-3 Ext. 0 (“the Roads”) are 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 segment 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 (HI) 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 roads.
2. The Purchaser shall pay the Municipality the sum of \$__[yet to be determined]__ (plus GST) for the roads.

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 segments 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 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) incur all costs or fees payable to HI related to land transactions. Said fees and costs are \$650.00 for issuance of consent to permanently close a road, and \$650.00 for issuance of a title transfer from the Crown, plus any applicable GST and PST. If required by HI, said fees and costs may be levied per road segment closed and sold.
 - c) consolidate by parcel tie the roads and other parcels with the existing titles at the Purchaser's expense. The roads and parcels to be tied as a single group are as follows:

ORA 12-43-06-3 Ext. 0;
ORA 125-43-06-3 Ext. 0;
ORA 13-43-06-3 Ext. 0;
NW 33-42-06-3 Ext. 0;
Blk/Par A, Plan 101461799 Ext. 23; and,
SE 04-43-06-3 Ext. 83.
 - d) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and
 - e) 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.

- f) grant a right of access to the current and any future owner of NE 33-42-06-3 Ext. 0 through the lands of the road segment identified herein as ORA 13-43-06-3 Ext. 0. At the request of the landowner of NE 33-42-06-3, the Purchaser shall grant an easement in favour of the landowner for access to NE 33-42-06-3, at no cost to the landowner. Any costs related to drafting, execution, and title registration of an easement shall be the sole responsibility of the Purchaser.
 - g) not divert, block, or otherwise alter the surface drainage conveyance located in the ditch of the subject road segments without first obtaining municipal consent or any requisite approval of a higher order of government.
 - h) pay a fee of \$__**[yet to be determined]**__ related to contracted services for the development and enactment of this bylaw and agreement.
- 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 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*.
 - (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 _____, in the Province of Saskatchewan, this _____
day of _____, 20____.

Rural Municipality of Laird No. 404

Reeve

Administrator

Purchaser

(CORPORATE SEAL)

(SEAL)