


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

The Council of the Rural Municipality of Nipawin No. 487 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:  
Burtman Drive North and lane, Registered Plan No. 86PA25281, Ext. 1 in the SW ¼ Section 10, Township 51, Range 14, W 2<sup>nd</sup> Meridian, as shown on a Descriptive Plan drawn by Tri-City Surveys Ltd. marked as Exhibit "A" on the terms and conditions set out in the agreement marked as Exhibit "B" which is attached to and forms part of this bylaw.

  
Reeve



  
Administrator  
Sections 13 & 15 of  
*The Municipalities Act*

Read a third time and adopted  
this 14<sup>th</sup> day of October, 2008.

Certified a true copy of Bylaw No. 9-2008  
adopted by resolution of Council on the  
14<sup>th</sup> day of October, 2008

  
Reeve

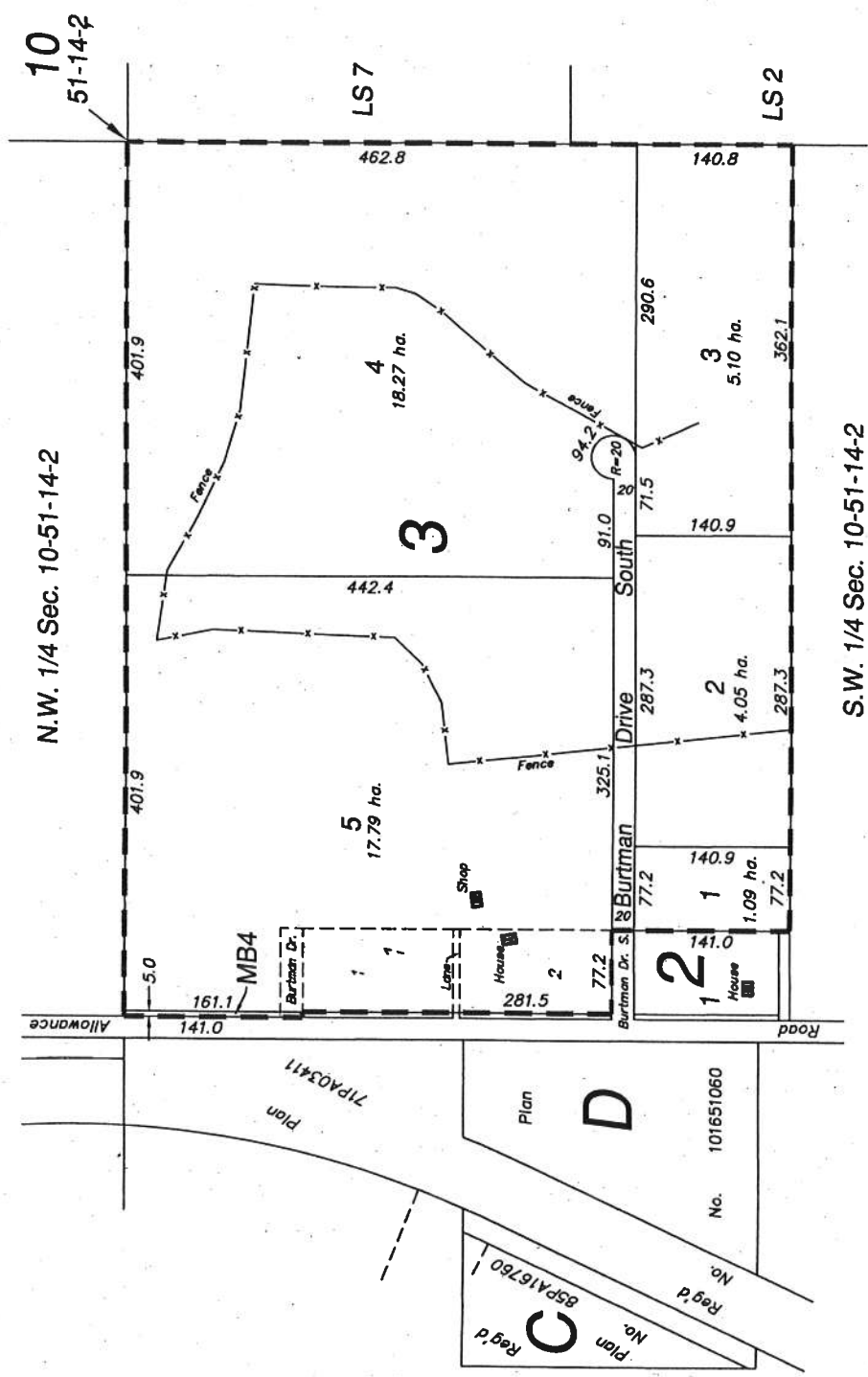


SEAL

  
Administrator

Rural Municipality of Nipawin No. 487  
 Bylaw No. 9-2008

Exhibit "A"



**Exhibit "B"**

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

This agreement made this 14<sup>th</sup> day of October, 2008.

**BETWEEN:**

The Rural Municipality of Nipawin No. 487  
("the Municipality")

**AND**

Donald Bilous and Karen Bilous  
of Box 2825, Nipawin, Saskatchewan S0E 1E0  
("the Purchasers")

WHEREAS the municipal street shown as 'Burtman Drive North' and the lane in SW 10-51-14-W2nd have not been constructed and are not required for use by the traveling public, and

WHEREAS access to other lands is not eliminated by this agreement; and

WHEREAS the Purchasers are desirous of acquiring the undeveloped Burtman Drive North and the lane and the Municipality is prepared to close and transfer the same to the Purchasers, 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 undeveloped Burtman Drive North and the lane to the Purchasers, subject to the terms and conditions hereinafter set forth.

Now therefore the parties agree as follows:

1. The Municipality agrees to sell and the Purchasers agree to buy the road.
2. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
3. The Purchasers agree to accept the undeveloped road in its present condition. The Purchasers agree 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.
4. The Purchasers covenant and agree 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 proposed Lot 5, Block 3, as shown on the Plan of Proposed Subdivision drawn by Tri City Surveys Ltd. dated June 6<sup>th</sup>, 2008 at the Purchaser's expense;
  - c) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and
5. The Purchasers 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.

Rural Municipality of Nipawin No. 487  
Bylaw No. 9-2008

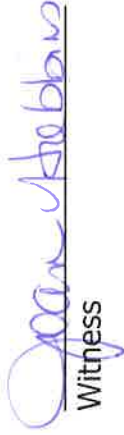
Dated at Codette, in the Province of Saskatchewan, this 14<sup>th</sup> day of  
October, 2008.

Rural Municipality of Nipawin No. 487

  
Reeve



  
Administrator

  
Witness

  
Purchaser (Donald Bilous)

  
Witness

  
Purchaser (Karen Bilous)

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

AFFIDAVIT OF EXECUTION

I, Jean Hobbins of the town of Nipawin

in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Don Bilous

named in the within agreement who is personally know 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 Nipawin

In the Province of Saskatchewan, on the 15 day of October,  
2008 and that I am the subscribing witness thereto.

3. THAT I know the said Don Bilous and he/she is in my  
belief of the full age of 18 years or more.

SWORN BEFORE ME at the Town )  
of Nipawin, in the Province of )  
Saskatchewan, this 15 day of oct )  
2008. )

J. Cunningham )  
A COMMISSIONER FOR OATHS in and )  
for the Province of Saskatchewan. )  
My commission expires: Nov 30 / 08 )

Jean Hobbins

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

AFFIDAVIT OF EXECUTION

I, Jean Hobbin of the town of Nipawin

in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Karen Bilous

named in the within agreement who is personally know 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 Nipawin  
In the Province of Saskatchewan, on the 15 day of October,

2008 and that I am the subscribing witness thereto.

3. THAT I know the said Karen Bilous and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Town )  
of Nipawin, in the Province of )  
Saskatchewan, this 15 day of Oct )  
2008. )

J. Lunn )  
A COMMISSIONER FOR OATHS in and )  
for the Province of Saskatchewan. )  
My commission expires: Nov 30/08 )  
Jean Hobbin