

**BYLAW NO 01-2019**  
**A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF A MUNICIPAL ROAD**  
*Section 13 The Municipalities Act*

The Council of the Rural Municipality of Nipawin No. 487 in the Province of Saskatchewan enacts as follows:

**Interpretation:**

1. In this bylaw:  
"Administrator" shall mean the administrator of the municipality;  
"Council" shall mean the council of the municipality;  
"Municipality" shall mean the Rural Municipality of Nipawin No. 487;

**Provisions:**

2. Subject to the consent of the Minister of Highways and Infrastructure, the Municipality, agrees to close and transfer the municipal road described as:  
  
undeveloped portion of Alfred Street lying between Block K Plan 69PA10495 ext. 2 (parcel #146531909) and Block L Plan 69PA10495 ext. 1 (parcel #146531921)

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

Introduced and read a first time this 15 day of January, 2019

Read a second time this 12 day of February, 2019

Read a third time and passed this day of <sup>13</sup>February, 2019

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator



"Certified to be a true copy of Bylaw No. 01-2019 adopted by

~~the~~ Council of the Rural Municipality of Nipawin No. 487

day of February, 20 19."

  
\_\_\_\_\_  
Administrator



**EXHIBIT "A"**  
**AGREEMENT TO CLOSE AND TRANSFER ALL OR PART OF**  
**A MUNICIPAL ROAD**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Between:

The Rural Municipality of Nipawin No. 487  
(“the Municipality”)

And

101280550 Saskatchewan Ltd. of Nipawin, Saskatchewan  
(“the Purchaser”)

Whereas the undeveloped road allowance located at between Block K Plan 69PA10495 ext. 2 (parcel #146531909) and Block L Plan 69PA10495 ext. 1 (parcel #146531921) (“the Road”) has not been developed, 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 transfer the same to the Purchaser, pursuant to section 13 *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 as shown on Exhibit “B”.
2. The Purchaser shall pay the Municipality the sum of \$1.00 (plus GST) for the road. 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 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
6. 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.

- a) Clause 6 pertains only if the land has not become part of a subdivision pursuant to *The Planning & Development Act, 2007*.
  - b) 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 Codette, in the Province of Saskatchewan,

this 12 day of February, 2019.

Rural Municipality of Nipawin No. 487



*Doreen Skoppe*  
Reeve

*Natasha Hickins*  
Administrator

\_\_\_\_\_  
Purchaser

(SEAL)

\_\_\_\_\_  
Purchaser

**EXHIBIT "B"**  
**CLOSING MUNICIPAL ROAD**

