

**BYLAW 03-10**

**RESORT VILLAGE OF BIRD'S POINT**

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

The Council of the Resort Village of Bird's Point in the Province of Saskatchewan enacts as follows:

- **A portion of 1<sup>st</sup> Ave. and a portion of Currie Avenue shown with in the bold dashed line on the attached plan of proposed subdivision dated July 10, 2007 and signed by Barry Jordens, S.L.S. which forms part of the bylaw.**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Administrator**

Given 3<sup>rd</sup> reading this \_\_\_\_\_

day of \_\_\_\_\_, 2010.

## **EXHIBIT “A”**

### **AGREEMENT TO CLOSE AND SELL A PORTION OF A MUNICIPAL ROAD/STREET**

Whereas the municipal roads or streets located at:

Lot 8, Block 2, Pl AA3149 to Lot 6, Block 1, Pl AA3149  
Parcel T and Lot 1, Block D, Pl BH4834 to Lot 8, Block D, Pl BH4834  
Are no longer required for us by the traveling public, and

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

Whereas the Minister of Highways and Transportation 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.**
- 2. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.**
- 3. 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 or street.**
- 4. 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 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.**

5. 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 or street for use by the public as a municipal road or street or for the purposes of a public utility or municipal utility, the road or street, or any interest in the road or street 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 5a. 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 5 shall be  
Borne by the Municipality.
6. 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\_\_\_\_.

Resort Village of Bird's Point

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser