

Bylaw 07-21

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:

1. Subject to the consent of the Minister of Highways, the Resort Village of Bird’s Point agrees to close and transfer the municipal road or street portion described as: a portion of Currie Avenue, St/L 1, Plan BH4834, Ext. 1; and, St/L 1, Plan H4806, Ext. 15 shown within the bold dashed line on the Plan of Proposed Subdivision dated August 24, 2021, and signed by Scott Assié, Registered Professional Planner, attached as Schedule A. The terms and conditions are set out in the agreement marked as Exhibit “A” which is attached to and forms part of this bylaw.

This Bylaw shall come into force on the date that it is approved by the Council of the Resort Village of Bird’s Point.

(SEAL)

MAYOR

ADMINISTRATOR

Introduced and read a first time this 9th day of August, 2021

Read a second time this 12, day of October, 2021

Read a third time this 12th day of October, 2021

Certified to be a true copy of Original Bylaw 07-21

(SEAL)

MAYOR

ADMINISTRATOR

Schedule A

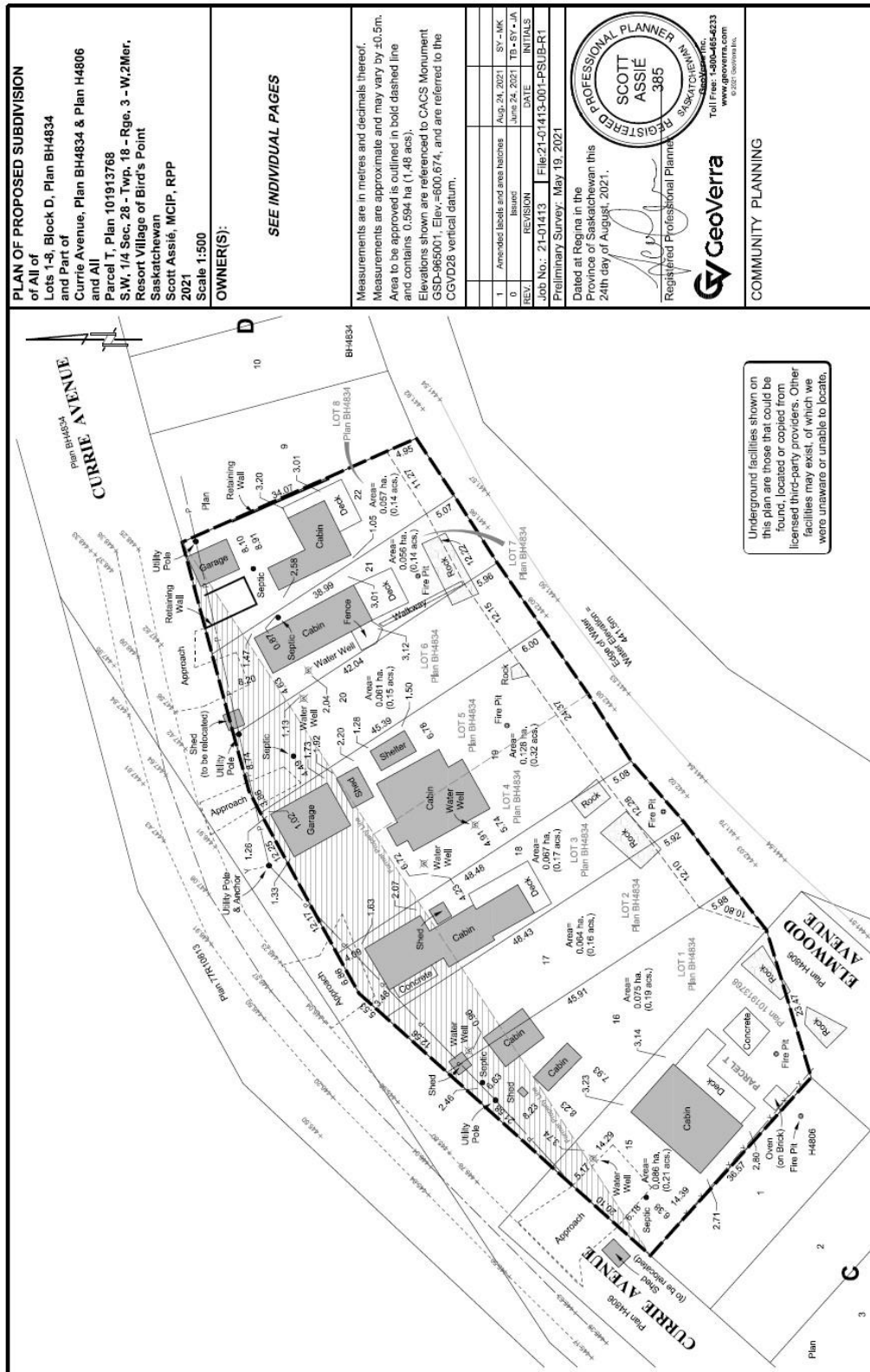


EXHIBIT "A"

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

This agreement made this _____ day of _____, _____.

Between:

The Resort Village of Bird's Point (The Municipality)

And,

Donna Bear - Parcel T, Plan 101913768;
Maralyn Mackay-Hussain – Lot 1, Block D, Plan BH4834;
Maralyn Mackay-Hussain, Cameron Mackay; and, Arthur Mackay – Lot 2, Block D, Plan BH4834;
Nicole Smith – Lot 3, Block D, Plan BH4834;
Brian and Bobbie Lynn Balan – Lots 4-5, Block D, Plan BH4834;
Raymond and Elizabeth Giroux – Lot 6, Block D, Plan BH4834;
Dallas Taillon and Cheryl Moen – Lot 7, Block D, Plan BH4834; and,
Lara Hazen – Lot 8, Block D, Plan BH4834.
(The Purchasers)

All in The Resort Village of Bird's Point.

Whereas the portion of the municipal road or street described as: a portion of Currie Avenue, St/L 1, Plan BH4834, Ext. 1; and, St/L 1, Plan H4806, Ext. 15 shown within the bold dashed line on the Plan of Proposed Subdivision dated August 24, 2021, and signed by Scott Assié, Registered Professional Planner is no longer required for use by the traveling public;

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

Whereas the Purchasers are desirous of acquiring the portion of the road or street and the municipality is prepared to close and transfer the same to the Purchasers, pursuant to section 13 of *The Municipalities Act*; and,

Resort Village of Birds Point

Whereas the Minister of Highways has agreed to allow the municipality to close and transfer the portion of road or street 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 agrees to buy the portion of road or street.
2. The Purchasers shall pay the Municipality the identified sum (plus GST) for the portion of road or street.

<i>Donna Bear - Parcel T, Plan 101913768;</i>	\$1545.12
<i>Maralyn Mackay-Hussain – Lot 1, Block D, Plan BH4834;</i>	
<i>Maralyn Mackay-Hussain, Cameron Mackay; and, Arthur Mackay</i>	
<i>– Lot 2, Block D, Plan BH4834;</i>	\$7627.00
<i>Nicole Smith – Lot 3, Block D, Plan BH4834;</i>	\$4654.59
<i>Brian and Bobbie Lynn Balan – Lots 4-5, Block D, Plan BH4834;</i>	\$8799.41
<i>Raymond and Elizabeth Giroux – Lot 6, Block D, Plan BH4834;</i>	\$4068.38
<i>Dallas Taillon and Cheryl Moen – Lot 7, Block D, Plan BH4834;</i>	\$3307.75
<i>Lara Hazen – Lot 8, Block D, Plan BH4834.</i>	\$2284.25

3. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
4. The Purchasers agree to accept the portion of the road or street 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 or street.
5. 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) incur all costs to obtain road closure consent and title transfer documents from the Ministry of Highways.
 - c) consolidate the land with the adjacent existing title at the Purchasers' expense;
 - d) be responsible for all Information Services Corporation (ISC) fees related to the transfer of the land; and

Resort Village of Birds Point

- 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.
- 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 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 6(a) pertains only if the land has not become part of a subdivision pursuant to *The Planning and Development Act, 2007*.
- 7. 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.

Dated at Resort Village of Bird’s Point, in the Province of Saskatchewan,

This 12 day of October, 2021.

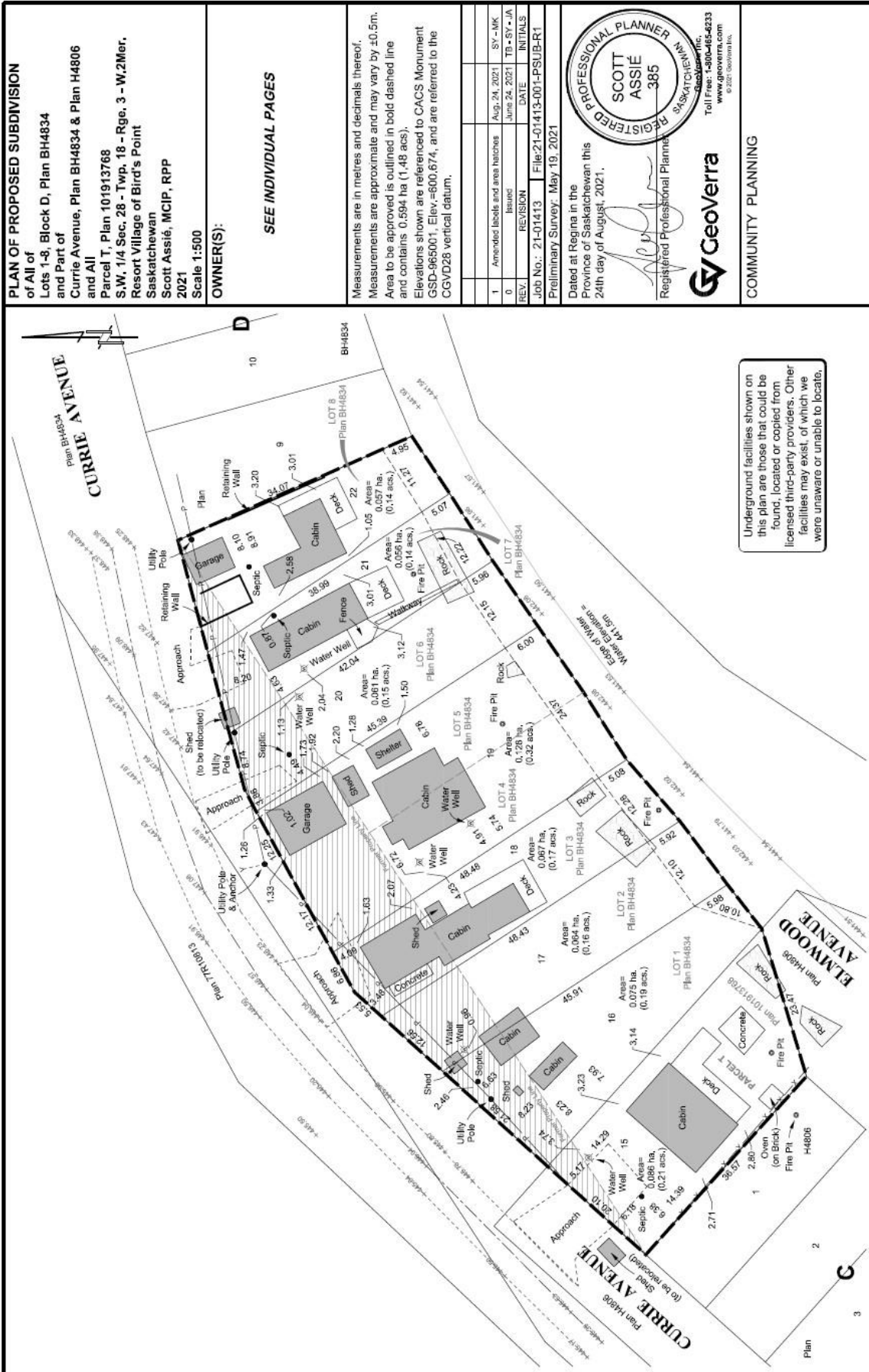
(SEAL)

MAYOR

ADMINISTRATOR

Witness

Purchaser



PLAN OF PROPOSED SUBDIVISION
 of All of
 Lots 1-8, Block D, Plan BH4834
 and Part of
 Currie Avenue, Plan BH4834 & Plan H4806
 and All
 Parcel T, Plan 101913768
 S.W. 1/4 Sec. 28 - Twp. 18 - Rge. 3 - W.2Mer.
 Resort Village of Bird's Point
 Saskatchewan
 Scott Assie, MCIP, RPP
 2021
 Scale 1:500

OWNER(S):

SEE INDIVIDUAL PAGES

Measurements are in metres and decimals thereof.
 Measurements are approximate and may vary by ±0.5m.
 Area to be approved is outlined in bold dashed line
 and contains 0.594 ha (1.48 acs).
 Elevations shown are referenced to CACS Monument
 GSD-965001, Elev.-600.674, and are referred to the
 CGVD28 vertical datum.

REV.	REVISION	DATE	INITIALS
1	Amended labels and area hatches issued	Aug. 24, 2021	SY - MK
0		June 24, 2021	TB - SY - JA

Job No.: 21-01413 File: 21-01413-001-PSUB-R1
 Preliminary Survey, May 19, 2021

Dated at Regina in the
 Province of Saskatchewan this
 24th day of August, 2021.

SCOTT ASSIE
 385
 REGISTERED PROFESSIONAL PLANNER
 SASKATCHEWAN
 Geoverra Inc.
 Toll Free: 1-800-465-4233
 www.geoverra.com
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 Registered Professional Planner
 COMMUNITY PLANNING

Underground facilities shown on this plan are those that could be found, located or copied from licensed third-party providers. Other facilities may exist, of which we were unaware or unable to locate.

CANADA

PROVINCE OF SASKATCHEWAN

TO WIT:

AFFIDAVIT OF EXECUTION

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

1. THAT I was personally present and did see _____ 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 _____ of _____, in the Province of Saskatchewan, on the _____ day of _____, 20____ and that I am the subscribing witness thereto.

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

SWORN BEFORE ME at the _____ of _____, in the Province of Saskatchewan, this _____ day of _____, 20____.

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.

My commission expires:
or Being a Solicitor.