

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 Ministry of Highways.




MAYOR


ADMINISTRATOR


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


Read a second time this 15, day of November, 2022

Read a third time this 15th day of November, 2022

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



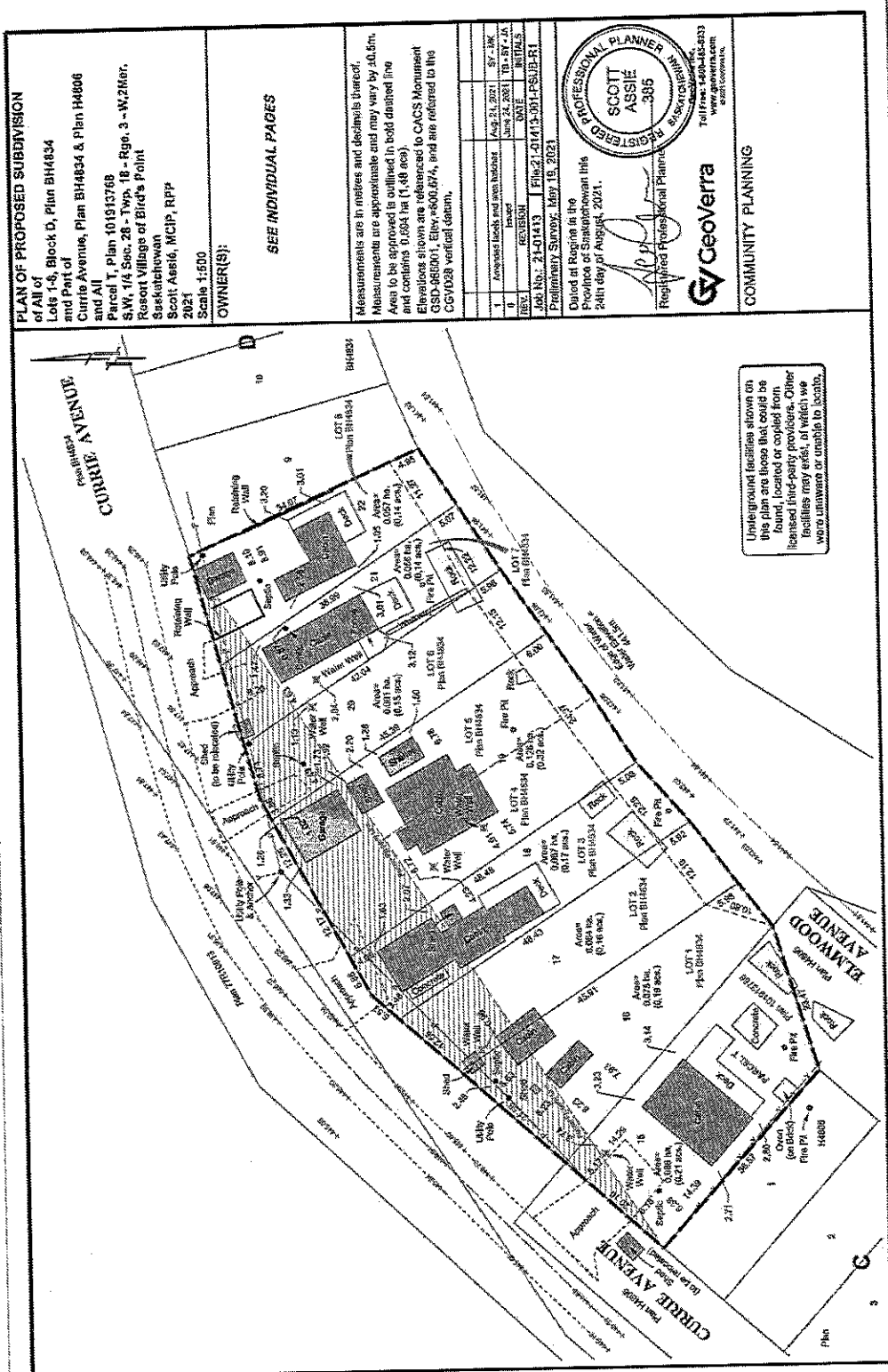

MAYOR


ADMINISTRATOR

Schedule A

*approved by MOH
Nov 2 / 2022*

Schedule A



PLAN OF PROPOSED SUBDIVISION
 of All of
 Lots 1-6, 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 - Rgn. 3 - W.2Mer,
 Saskatchewan
 Scott Assie, MCLP, 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.
 Areas to be approved is outlined in bold dashed line
 and contains 11,004 sqm (1.38 ac).
 Elevation shown are referenced to CACS Monument
 GSD-860001, Eley, +800.874, and are referred to IHS
 CGVD08 vertical datum.

1	Approved back and area hatch	Aug. 24, 2021	ST-20K
0	Project	May 24, 2021	18-37-JC
REV	REVISION	DATE	INITIALS
1	Plan No.: 21-01413	File: 21-01413-001-PSUB-01	

Checked & Approved in the
 Presence of Saskatchewan this
 24th day of August, 2021.



Geoverra
 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.

EXHIBIT "A"

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

This agreement made this 12 day of October, 2021.

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.

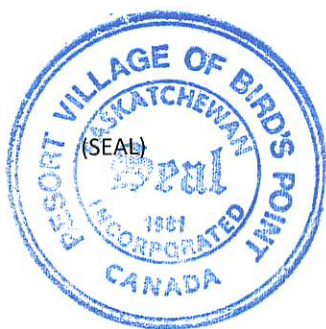
<i>Donna Bear - Parcel T, Plan 101913768;</i>	\$1545.12
<i>Maralyn Mackay-Hussain – Lot 1, Block D, Plan BH4834;</i>	
<i>Maralyn Mackay-Hussain, Cameron Mackay; and, Arthur Mackay</i>	
<i>– Lot 2, Block D, Plan BH4834;</i>	\$7627.00
<i>Nicole Smith – Lot 3, Block D, Plan BH4834;</i>	\$4654.59
<i>Brian 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.

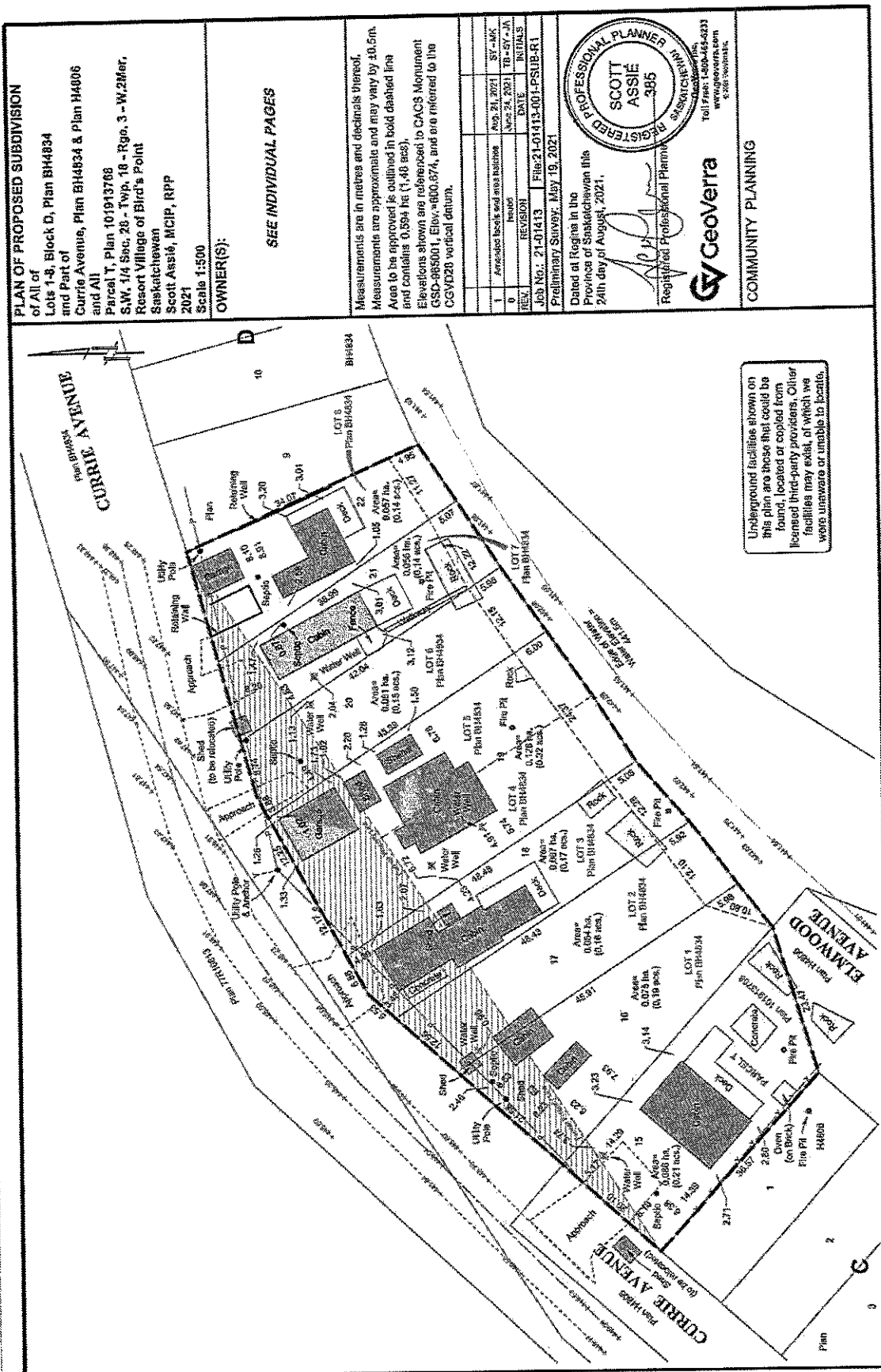
Dated at Resort Village of Bird’s Point, in the Province of Saskatchewan,
This 12 day of October, 2021.



MAYOR
Mike Stevens
ADMINISTRATOR

Witness

Purchaser



Resort Village of Birds Point

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.

Resort Village of Birds Point

Bylaw 07-21

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



Alvie Owen

MAYOR

Marta Stevens

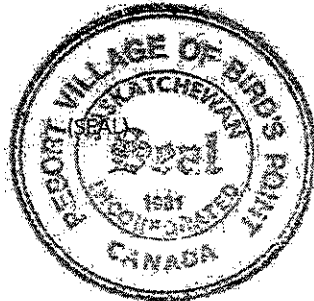
ADMINISTRATOR

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



Alvie Owen

MAYOR

Marta Stevens

ADMINISTRATOR

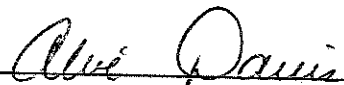
Resort Village of Birds Point

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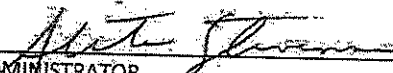
Dated at Resort Village of Bird's Point, in the Province of Saskatchewan,

This 12 day of October, 2021.





MAYOR



ADMINISTRATOR



Witness



Purchaser

Resort Village of Birds Point

CANADA

PROVINCE OF SASKATCHEWAN


TO WIT:

AFFIDAVIT OF EXECUTION

I, Chief Coreen Sayazie, of the _____ of BLACK LAKE FIRST NATION, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Donna Bear 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 Band Office of BLACK LAKE FIRST NATION, in the Province of Saskatchewan, on the 11th day of March, 2022 and that I am the subscribing witness thereto.
3. THAT I know the said Donna Bear and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Band office of Black Lake, in the Province of Saskatchewan, this 11th day of March, 2022.

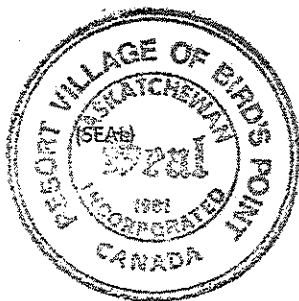

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My commission expires: _____
or Being a Solicitor. Coreen Sayazie
Commissioner of Oaths
for Saskatchewan
Expiry: April 20th, 2022

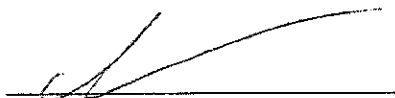
Resort Village of Birds Point

- 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.
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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.

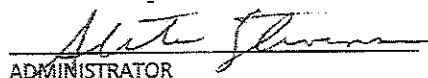




Witness



MAYOR



ADMINISTRATOR



Purchaser

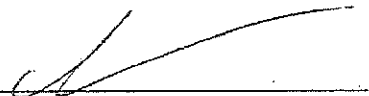
Resort Village of Birds Point

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

This 12 day of October, 2021.

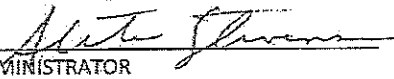




Witness



MAYOR



ADMINISTRATOR



Purchaser

Resort Village of Birds Point

CANADA

PROVINCE OF SASKATCHEWAN

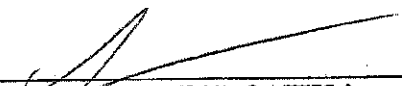
TO WIT:

AFFIDAVIT OF EXECUTION

I, Shelma Tomlin, of the town of Whitwood, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Bobby + Brian Balan 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 town of Whitwood, in the Province of Saskatchewan, on the 18th day of October, 2021 and that I am the subscribing witness thereto.
3. THAT I know the said purchaser and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the town of Whitwood, in the Province of Saskatchewan, this 18th day of October, 2021.


A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My commission expires: Nov 30, 2023
or Being a Solicitor.

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.
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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.



Abhi Dawes

MAYOR

Justin Shuman

ADMINISTRATOR

Abdullahi M. M. M. M.

Witness

M. Mackay Hussain

Purchaser

Resort Village of Birds Point

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Dated at Resort Village of Bird's Point, in the Province of Saskatchewan,
This 12 day of October, 2021.



Alvie Davis

MAYOR

Mitch Johnson

ADMINISTRATOR

Marvin Geddes

Witness

MJ McKay-Hussain

Purchaser

Resort Village of Birds Point

CANADA MANITOBA
PROVINCE OF ~~SASKATCHEWAN~~
TO WIT:

AFFIDAVIT OF EXECUTION

Manitoba I, Marvin Giesbrecht, of the City of Winnipeg, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Maralyn Mackay-Hussain 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 City of Winnipeg, in the Province of Saskatchewan, on the 19 day of October, 2021 and that I am the subscribing witness thereto.

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

of Manitoba SWORN BEFORE ME at the City of Winnipeg, in the Province of Saskatchewan, this 19 day of October, 2021.

Marin Giesbrecht

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My commission expires:
or, Being a Solicitor.

David B.

A NOTARY PUBLIC

IN AND FOR THE PROVINCE OF MANITOBA

Resort Village of Birds Point

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Dated at Resort Village of Bird's Point, in the Province of Saskatchewan,
This 12 day of October, 2021.



Alie Davis

MAYOR

Michelle Johnson
ADMINISTRATOR

[Signature]

Witness

[Signature]

Purchaser

Resort Village of Birds Point

CANADA

ALBERTA

PROVINCE OF SASKATCHEWAN

TO WIT:

AFFIDAVIT OF EXECUTION

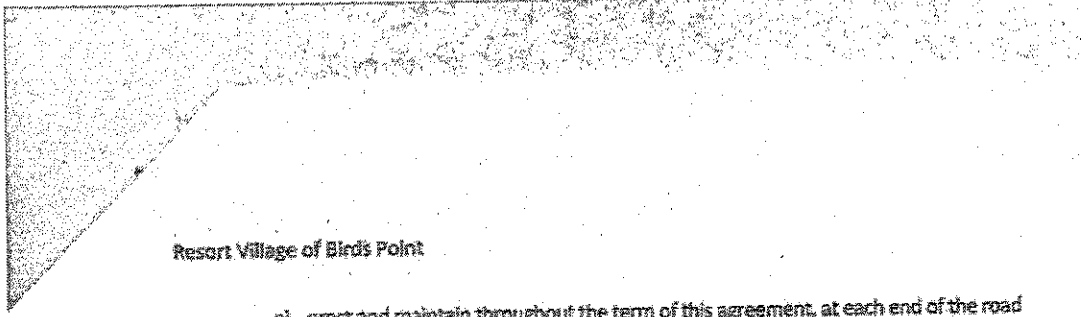
I, STEPHEN B. URCH, of the CITY of EDMONTON, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:
ALBERTA.

1. THAT I was personally present and did see CAMERON MACKAY 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 CITY of EDMONTON, in the Province of Saskatchewan, on the 14th day of October, 2021 and that I am the subscribing witness thereto.
3. THAT I know the said CAMERON MACKAY and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the CITY of EDMONTON, in the Province of Saskatchewan, this 14th day of October, 2021.

STEPHEN B. URCH
A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan, ALBERTA
My commission expires: DEC. 29, 22
or Being a Solicitor.

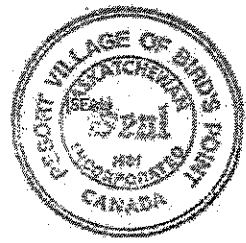
Stephen B. Urch
STEPHEN B. URCH
A COMMISSIONER FOR OATHS
IN AND FOR ALBERTA
MY COMMISSION EXPIRES DEC 29, 2022



Resort Village of Bird's Point

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Dated at Resort Village of Bird's Point, in the Province of Saskatchewan,
This 12 day of October, 2021.



Alvin Davis
MAYOR

Michelle Johnson
ADMINISTRATOR

[Signature]
Witness

[Signature]
Purchaser

Elizabeth Lyons

Giroux

Resort Village of Birds Point

CANADA
PROVINCE OF SASKATCHEWAN
TOWN OF _____

AFFIDAVIT OF EXECUTION

I, Shelene Jensen, of the town of Whitewood, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Elizabeth and Raymond Giroux 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 town of Whitewood, in the Province of Saskatchewan, on the 18th day of October, 2021 and that I am the subscribing witness thereto.
3. THAT I know the said purchasers and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the town of Whitewood, in the Province of Saskatchewan, this 18th day of October, 2021.

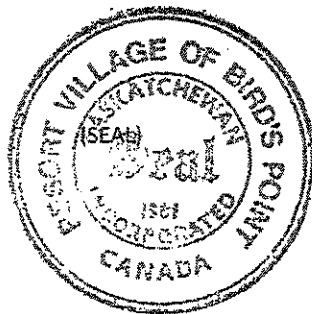
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Resort Village of Birds Point

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

This 12 day of October, 2021.



Alvie Davis

MAYOR

Michelle Johnson

ADMINISTRATOR

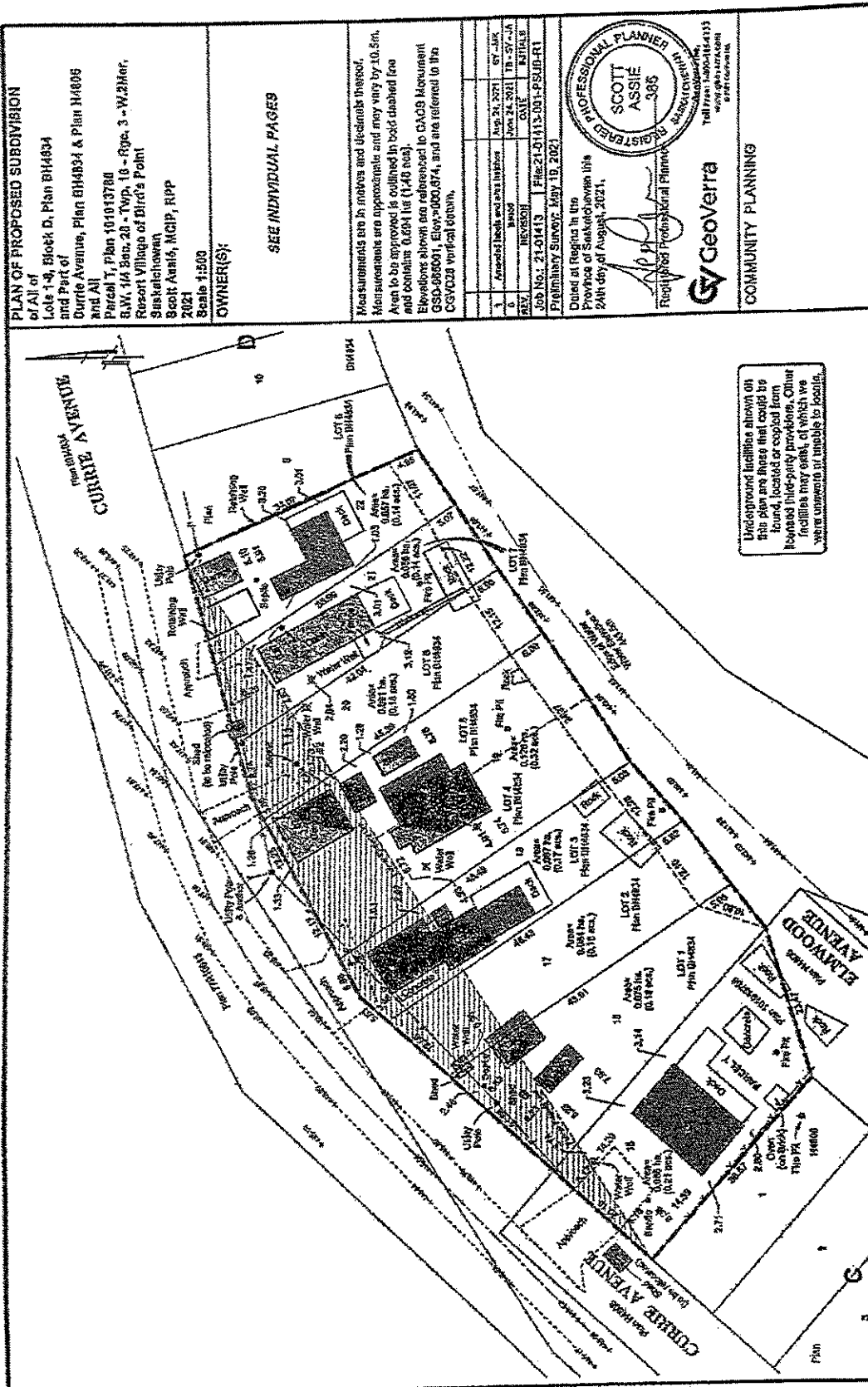
[Signature]

Witness

[Signature]

Purchaser

Resort Village of Birds Point



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

PLAN OF PROPOSED SUBDIVISION
 of All of
 Lots 1-9, Block D, Plan B144834
 and Part of
 Durrle Avenue, Plan B144834 & Plan H4005
 and All
 Parcel T, Plan 101013780
 B.W. 1/4 Sec. 23 - Twp. 16 - Rge. 3 - W.2Mer,
 Resort Village of Birds Point
 Saskatchewan
 Scott Anand, MGIP, RPP
 2021
 Scale 1:500

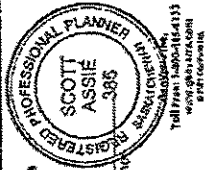
OWNER(S):

SEE INDIVIDUAL PAGES

Measurements are in metres and decimals thereof.
 Measurements are approximate and may vary by 10.5m.
 Areas to be approved is outlined in bold dashed line
 and contains 0.004 ha (1.48 ac).
 Elevations shown are referenced to C.A.S.S. Measurement
 GSD-998001, ELEV-900.874, and are referred to the
 C.S.V.C.2021 vertical datum.

1	Approved	Aug. 21, 2021	ST-JAN
2	Amended	June 24, 2021	TR-57-JA
REV	REVISION	DATE	BY/FILE
508	NO. 21-01413	FILE 21-01413-001-PSJID-R1	

Registered Professional Planner
 Scott Anand
 395
 Registered Professional Planner
 Registered Professional Planner
 2021
 Dated at Regina in the
 Province of Saskatchewan this
 24th day of August, 2021.



COMMUNITY PLANNING

Resort Village of Birds Point

CANADA

PROVINCE OF SASKATCHEWAN

TO WIT:

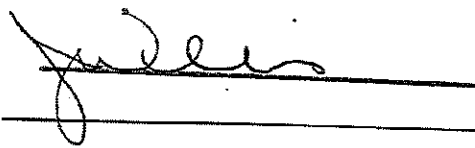
AFFIDAVIT OF EXECUTION

I, JAIME WILLIS, of the CITY of ESTEVAN, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see CHERYL MOEN 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 CITY of ESTEVAN, in the Province of Saskatchewan, on the 25 day of OCTOBER, 2021 and that I am the subscribing witness thereto.
3. THAT I know the said CHERYL MOEN and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the city
of Estevan, in the Province
of Saskatchewan, this 25 day
of October, 2021.

Jaime Leigh-Anne Willis
Commissioner for Oaths for Saskatchewan
Appointment expires December 31, 2023

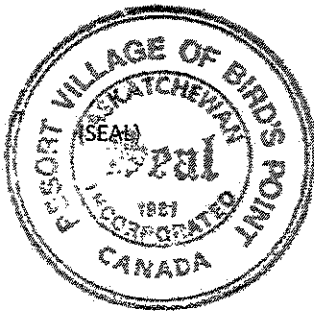


A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.
My commission expires:
or Being a Solicitor.

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.



Alie Davis

MAYOR

Keith Johnson

ADMINISTRATOR

[Signature]
Witness

[Signature]
Purchaser

Hazen

Resort Village of Birds Point

CANADA

PROVINCE OF SASKATCHEWAN

TO WIT:

AFFIDAVIT OF EXECUTION

I, JOY SNELLING, of the TOWN of BENGOUGH, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see LARA HAZEN 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 TOWN of BENGOUGH, in the Province of Saskatchewan, on the 13 day of OCTOBER, 2021 and that I am the subscribing witness thereto.
3. THAT I know the said LARA HAZEN and he/she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the TOWN of Bengough, in the Province of Saskatchewan, this 13th day of October, 2021.

Judy Shaver
A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
My commission expires: May 31, 2025
or Being a Solicitor.

Pruning