

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:
Surface Lane and Spierings Avenue, Registered Plan No. 98PA02262 in the NE ¼ Section 7, Township 50, Range 15, W 2nd Meridian, as shown on a Descriptive Plan drawn by Peters Surveys Ltd. dated May 1, 2007 on the terms and conditions set out in the agreement marked as Exhibit "A" which is attached to and forms part of this bylaw.



S E A L



Reeve



Administrator
Sections 13 & 15 of
The Municipalities Act

Read a third time and adopted
this 8th day of July, 2008.

Certified a true copy of Bylaw No. 6-2008
adopted by resolution of Council on the
8th day of July, 2008.



Reeve



S E A L



Administrator

Exhibit "A"



*Descriptive Plan Type II
Showing Closures of parts of the
Surface Lane and Spierings Avenue
Reg'd Plan No. 98PA02262
In the NE 1/4 Section 7
Twp 50, Rge 15, W 2nd Mer
RM of Nipawin No. 487
Codette Lake, Saskatchewan
Scale 1:500*

Notes:

- Dimensions shown are in metres and decimals thereof
- Dimension shown are approximate and may vary by ± 0.01 metres.

Spierings Avenue

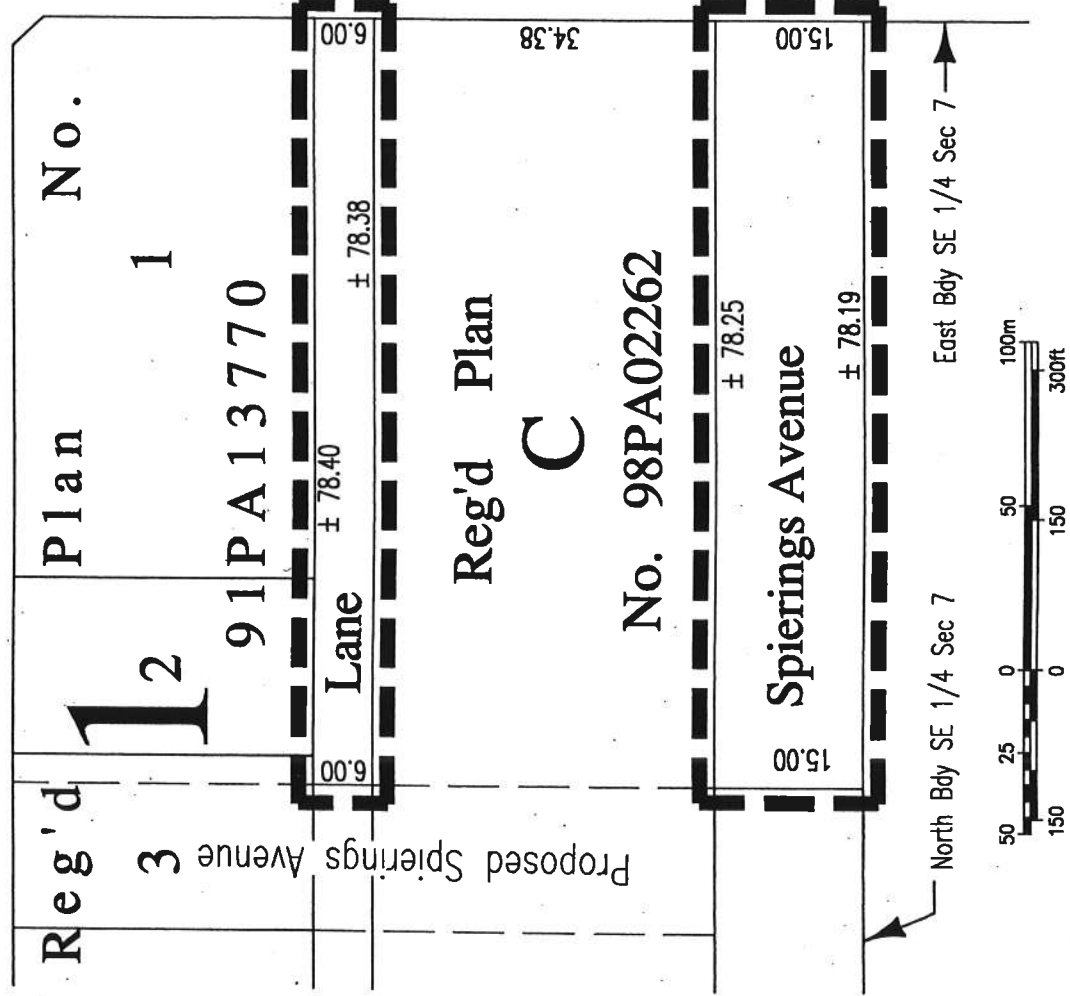


Exhibit "B"

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

This agreement made this 8th day of July, 2008.

BETWEEN:

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

AND

Ferlon Smits & Shelly Smits
of Box 2821, Nipawin, Saskatchewan S0E 1E0
("the Purchasers")

WHEREAS the municipal streets shown as 'Lane' and 'Spierings Avenue' in NE 7-50-15-W2nd has not been constructed and is 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 Lane and Spierings Avenue 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 Lane and Spierings Avenue 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 existing Parcel C, Plan No. 98PA02262 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. 6-2008

Dated at Codette, in the Province of Saskatchewan, this 8th day of July, 2008.



SEAL

Rural Municipality of Nipawin No. 487

[Signature]
Reeve

[Signature]
Administrator

[Signature]
Witness

[Signature]
Witness

[Signature]
Purchaser

[Signature]
Purchaser

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, Kelly Williams of the Town of Nipawin

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

AFFIDAVIT OF EXECUTION

1. THAT I was personally present and did see Ferlon Smits
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 August,
2008 and that I am the subscribing witness thereto.
3. THAT I know the said Ferlon Smits 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 August)
2008.)

Greg Heald
A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.
My commission expires: July 31, 2010

Kelly Williams

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

I, Isabell Rogalzeck 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 Shelly Smits
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 14 day of August,
2008 and that I am the subscribing witness thereto.
3. THAT I know the said Shelly Smits and he/she is in my
belief of the full age of 18 years or more.

SWORN BEFORE ME at the Town Nipawin
of Nipawin, in the Province of)
Saskatchewan, this 14 day of August)
2008.)

Pat Hean)
A COMMISSIONER FOR OATHS in and)
for the Province of Saskatchewan.)
My commission expires: July 31, 2010)
Rogalzeck)