

RURAL MUNICIPALITY OF NORTH BATTLEFORD NO. 437

BYLAW NO. 1-2023

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

The Council of the Rural Municipality of North Battleford No. 437 (the Municipality) 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:

All of Parcel	203 990 014
All of Parcel	203 989 999
All of Parcel	203 989 977
All of Parcel	203 989 988
Portion of Parcel	203 990 003,

as indicated in green on the attached map known as Exhibit B,

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



Reeve

Administrator

Certified a true copy of Bylaw No. 1-2023
adopted by resolution of Council on the 6 day of
April 2023.

Administrator



EXHIBIT "A"

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

This agreement made this 6 day of April, 2023.

Between:

The RM of North Battleford No. 437
("the Municipality)

And

Gordon Liebaert of Grand Forks, BC and

Joyce Polard of North Battleford, SK.
("the Purchasers")

Whereas the municipal road or street located at NW-20-44-16-3, as indicated in green on the attached map ("the Road or Street") is undeveloped and is no longer required for use by the traveling public, 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.
2. The Purchaser shall pay the Municipality the sum of \$1.00 (plus GST) for the road or street.

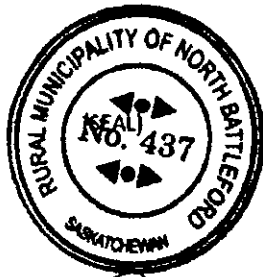
3. The sale shall be subject to the laws of Saskatchewan and any applicable municipal bylaws or regulations.
4. The Purchaser agrees to accept the road or street in its present condition. The Purchaser agrees to save harmless and keep indemnified the Municipality and the Crown in right of Saskatchewan or either of them from and against any future expenses, damages, claims, demands or judgments concerning this road or street.
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
 - d) be responsible for all fees from the Ministry of Highways and Infrastructure related to the closure and transfer of the land.
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 & Development Act*.

(c) 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, SaskEnergy and Saskatchewan Telecommunications for any existing lines.

Dated at North Battleford, in the Province of Saskatchewan, this 6
day of April, 2023.



RM of North Battleford No. 437

[Signature]
Reeve

[Signature]
Administrator

[Signature]
Witness

[Signature]
Purchaser

[Signature]

[Signature]

Witness
LEA FULLERTON
LEGAL SECRETARY
BOX 341
CHRISTINA LAKE, B.C. V0H 1E0

Purchaser



[Signature]
[Signature]
Commissioner of OATHS

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Robert Parks, of the Specialized Municipality of Strathcona in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS: County

1. THAT I was personally present and did see Joyce Polard 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 Specialized Municipality of Strathcona, in the Province of Alberta, on the 28th day of April, 2023 and that I am the subscribing witness thereto.
3. THAT I know the said Joyce Polard and he ^{R.}she is in my belief of the full age of 18 years or more.

SWORN BEFORE ME at the Specialized Municipality of Strathcona County, in the Province of Alberta, this 28 day of April, 2023.

Bryden Hartwick

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

My commission expires:
or Being a Solicitor.

Robert Parks
Robert Parks.



CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Lea Fullerton, of the city of Grand Forks in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see Gordon Liebaest 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 Grand Forks, in the Province of British Columbia, on the 25 day of April, 2023 and that I am the subscribing witness thereto.
3. THAT I know the said Gordon Liebaest and he ^{is} she is in my belief of the full age of 18 years or more.

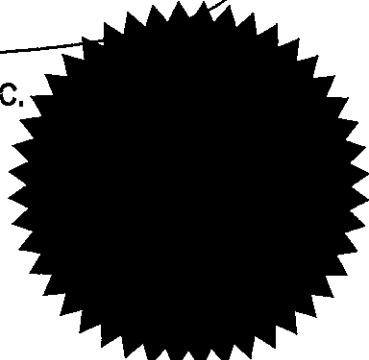
SWORN BEFORE ME at the city of Grand Forks, in the Province of British Columbia, this 25 day of April, 2023.

L Fullerton

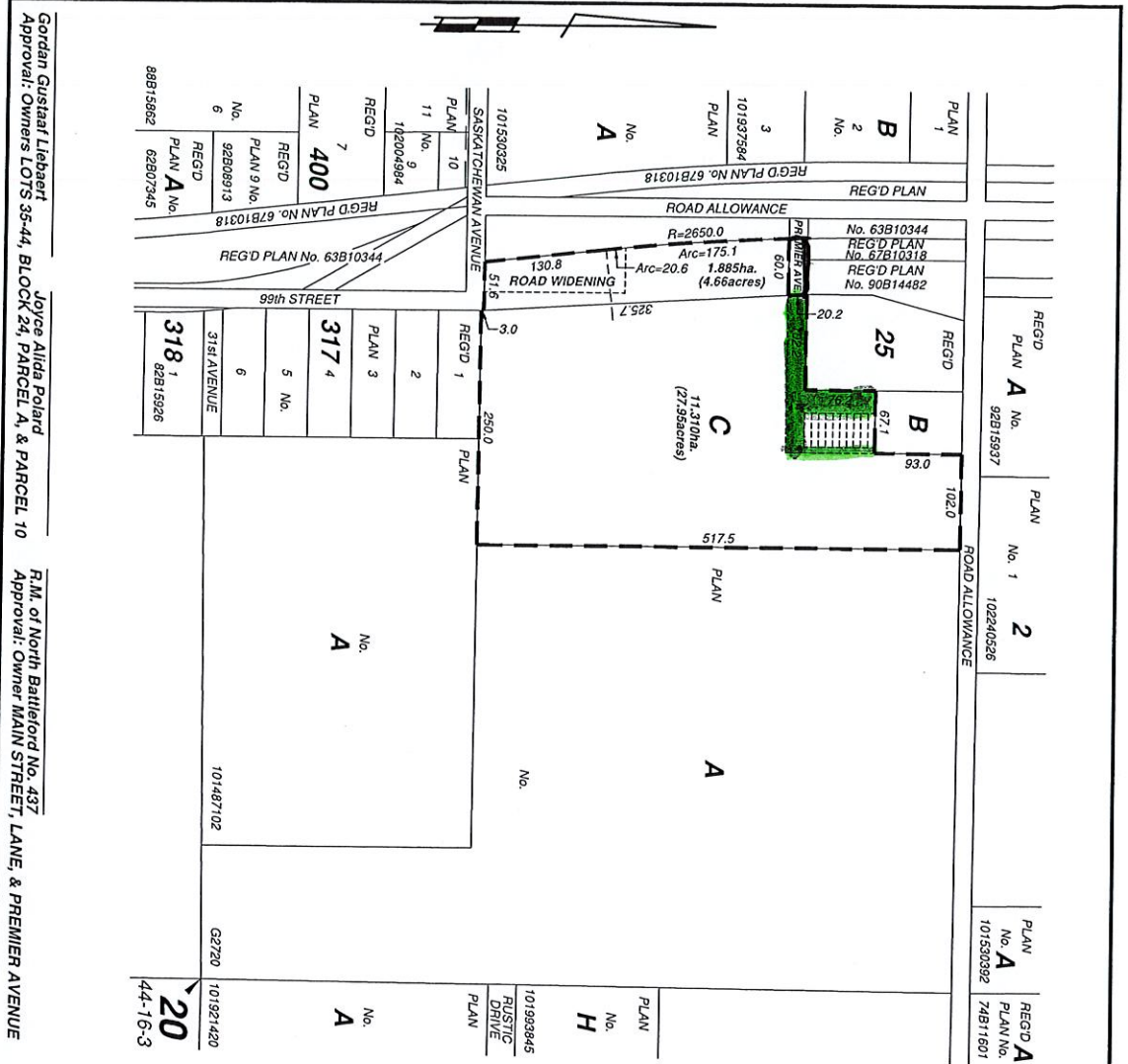
A COMMISSIONER FOR OATHS in and for the Province of British Columbia. My commission expires: or Being a Solicitor.

LEA FULLERTON
LEGAL SECRETARY
BOX 341
CHRISTINA LAKE, B.C. V0H 1E0

DEANNA LUDOWICZ, K.C.
Barrister & Solicitor
Box 250, 384 Market Ave
Grand Forks, B.C. V0H 1H0
Ph: 250-442-8360



Ehibit "B"



PLAN OF PROPOSED SUBDIVISION

OF ALL OF
**LOTS 35-44, BLOCK 24, MAIN STREET, & LANE,
 REG'D PLAN No. G27220**
 AND PART OF
**PARCEL A, & PREMIER AVENUE,
 REG'D PLAN No. G27220**
 AND ALL OF
PARCEL 10, REG'D PLAN No. J3024
 WITHIN
**N.W. ¼ SEC. 20-TWP. 44-RGE. 16-W. 3Mer.
 R.M. OF NORTH BATTLEFORD No. 437**
2021

SCALE 1:5000


NOTES
 PORTION TO BE SURVEYED IS OUTLINED IN A HEAVY DASHED LINE, AND CONTAINS
 MEASUREMENTS ARE IN METRES AND DECIMALS THEREOF.
 DISTANCES ARE APPROXIMATE AND MAY VARY BY ± 10 METRES.
 STANDARD ROAD ALLOWANCE SHOWN ARE 20.17m IN WIDTH.

Ministry of Government Relations
 Community Planning Branch
 Approval

Regan W. Hayner
 Regan W. Hayner
 Saskatchewan Land Surveyor

No.	REVISIONS	DATE	DR.	CH.
0	Plan Issued	December 3, 2021	WH	ML
1	Adjusted Parcel Boundary	February 1, 2022	WH	RR
2	Added Street	May 3, 2022	WH	RR
3	Expanded Parcel	November 1, 2022	WH	RR

FILE: NB213897 DWG.: NB213897 (P/S)



296 SLS
 REG'D SURVEYORS
 R. W. BAYNER

Meridian
 Surveys Ltd.

Gordan Gustaaf Libbaert
Approval: Owners LOTS 35-44, BLOCK 24, PARCEL A, & PARCEL 10
Joyce Alida Polard
Approval: Owner MAIN STREET, LANE, & PREMIER AVENUE