


DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE this ____ day of _____, A. D. 2005

Between:

THE RURAL MUNICIPALITY OF LUMSDEN No. 189,
a municipal corporation, (hereinafter referred to as the "Municipality"),
OF THE FIRST PART,

and


(hereinafter referred to as the "Developers")
OF THE SECOND PART.

Whereas:

The Developers are the owners of certain property located within the Municipality, as described in Schedule "A" hereunto attached and forming a part of this Agreement (the "Land");

The Developers propose to develop the Land for a "Garden Suite" with the intent of using that specific development as defined in Part II of Bylaw No. 2-2000, the Zoning Bylaw of the Municipality, i.e. "a temporary single detached dwelling unit for the accommodation of a physically dependent relative(s) of resident(s) of the main dwelling on site". The proposed Garden Suite may also be referred to in this Agreement as the "Development or Project";

The Municipality has an approved Development Plan (Bylaw No. 1-2000) which, pursuant to Section 74 of *The Planning and Development Act, 1983* (the Act), contains Policies in Table 5.1 for the "Development Criteria" and "Services" required for such development. In this Project, the most relevant Development Criteria in Table 5.1 are:

- to "minimize ground water and water supply pollution and overuse"; and
- to ensure "provision of essential site services".

As well, Garden Suites are Discretionary Uses in Part VI 4(2) of the Zoning Bylaw. The Municipality has agreed, pursuant to the provisions of Section 74 of the Act and the Regulations of Part IV (3)(i) and (viii)(e) of the Zoning Bylaw, to approve the Development as a Discretionary Use, as described in the development application, subject to the Developers signing this Agreement.

The primary purpose of this Agreement is to ensure conformity to the previously-mentioned Policies and Regulations for the purpose of accommodating the Development as long as the Project is occupied for the purpose outlined in the definition of a Garden Suite as quoted above.

Now therefore this Agreement witnesseth that the Parties hereto covenant and agree as follows:

1. Land to be used in Accordance with Agreement

The Developers covenant and agree with the Municipality that upon the signing of this Agreement and the issuance by the Municipality of a Discretionary Use Permit for the Project, none of the Land shall be developed or used except in accordance with the Development Permit Application No. 2004-037 (Schedule "B" hereunto attached and forming a part of this Agreement) and the following Residential Development Standards, unless subsequent Development Permits, where required by the Zoning Bylaw, have been issued by the Municipality.

In the event this Agreement does not conform to the zoning bylaw issued by the Municipality, the Municipality agrees to either amend its zoning bylaw so this Development Agreement will conform to the said bylaw or to exempt this Development Agreement from the zoning bylaw by way of an appropriate exemption bylaw.

2. Residential Development Standards

- a) When the Development Permit Application No. [REDACTED] is approved in writing by the Municipality, the Developers will construct the Project in accordance with the location and building dimensions shown on Schedule B. The new residence described in Schedule B will include the following services:
 - i. potable water supply. This may consist of an extra line from the existing well or an alternate system, either of which must be first approved by the Regina Qu'Appelle Health District before installation;
 - ii. sewage treatment and disposal. This may consist of an extra line to the existing waste disposal or holding system, or a new pumpout system, either of which must be approved by the Regina Qu'Appelle Health District before installation;
 - iii. buried electrical, natural gas and telephone;
 - iv. the dwelling described in the Project shall not be placed on a permanent foundation or a basement, but shall be securely anchored to the ground with a system approved by the Municipality's Building Inspector;
 - v. landscaping and site development (as much as possible, the natural or existing vegetation cover should be retained and xeriscaping should be used to minimize watering requirements).
- b) The Developers agree to construct the above services required for the Project no later than the [REDACTED] day of [REDACTED].

3. Application of Zoning Bylaw

The Developers covenant and agree that, except to the extent otherwise specified in this Agreement, the provisions of The Zoning Bylaw of the Municipality, as may be amended from time to time, including the provisions relating to the A - Agricultural Zoning District, shall apply.

4. Development Security

Municipality may enter onto land and remove development 13 months after the Agreement is either void or not renewed.

- (a) The Developers of the Land, agree that they shall, forthwith, remove the development from the Lands 13 months after the Agreement is void or not renewed, for which the temporary single detached dwelling unit for the

accommodation of a physically dependent relative or the residents of the main dwelling on the site (the "Garden Suite") is permitted to be used.

- (b) In the event that the Developers fail or refuse to remove the Garden Suite from the Lands 13 months after the Agreement is void or not renewed, the Developers hereby expressly authorize and agree that the Municipality, its employees, agents, contractors or any person having authorization from the Municipality may, during daylight hours, enter onto the Lands with machinery, equipment, and tools and may demolish or remove the Garden Suite from the Lands.
- (c) The Municipality shall not be liable for any damages or injury caused to the Lands as a result of its entry for the purposes described in clause (b) hereof, and the Developers hereby release the Municipality, its employees, agents, contractors or any person having authorization from the Municipality with respect to any claim, damages, action, cause of action, howsoever and wheresoever arising as a result of the entry onto the Lands and the exercise of the authority granted to the Municipality pursuant to clause (b) hereof.
- (d) The Developer agrees to be responsible for and to pay, on demand, the full cost of removal of the Garden Suite pursuant to the authority granted pursuant to clause (b) hereof.

5. Dispositions Subject to Agreement

The Developer covenants and agrees that any sale, lease, or other disposition or encumbrance of the Land or part thereof shall be made subject to the provisions of this Agreement. The Developers may sell the Land and Garden Suite to a third party who also wishes to accommodate a physically dependent relative. In this case, the Development Agreement shall be assumed by the third party.

6. Definitions

Any word or phrase used in this Agreement which is defined in Rural Municipality of Lumsden No. 189 Zoning Bylaw shall have the meaning ascribed to it in that Bylaw.

7. Departures and Waivers

No departure or waiver of the terms of the Agreement shall be deemed to authorize any prior or subsequent departure or waiver, and the Municipality shall not be obliged to continue any departure or waiver or permit subsequent departure or waiver.

8. Severability

If any covenant or provision of this Agreement is deemed to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement.

9. Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of the Province of Saskatchewan.

10. Use Contrary to Agreement

- a) The Municipality may declare this Agreement void where any of the Land or new buildings described as part of the Project is developed or used in a manner which is contrary to the provisions of this Agreement. Upon the Agreement being declared void, and in the absence of a Rezoning or Development Permit authorizing the continued existence of the Project (including all services required for as noted in Section 2) shall be removed from the Land within 13 months of the date on which the Agreement is void or not renewed.
- b) If this Agreement is declared void by the Municipality, the Municipality shall not, by reason thereof, be liable to the Developer or to any other person for any compensation, reimbursement of damages on account of loss or profit, or on account of expenditures, or on any other account whatsoever in connection with the Land or the Project.

11. Registration of Interest (Caveat)

- a) The Parties hereto acknowledge that this Agreement is made pursuant to Section 215 of *The Planning and Development Act, 1983*, and the Developer agrees that this Agreement shall be registered, by way of Interest (Caveat), to the title of the land as described in Schedule A.
- b) This Agreement shall run with the Land pursuant to Section 215(2) of *The Planning and Development Act, 1983*, and shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- c) The Municipality agrees to remove the interest (caveat) from the land when the Project and services have been removed to the Municipality's satisfaction.

12. Compliance with agreement and Bond or Letter of Credit

- a) The Developers covenant and agree to not develop or use the Land unless such development, use, and construction comply with the provisions of the Agreement.
- b) The Developers agree to provide the Municipality with a Bond or Letter of Credit in the amount of **\$7,500.00 (may vary)** to cover the cost of removing the Project and all services described in Section 2(a). The Bond or Letter of Credit shall be required for the duration of this Agreement, and any mutually-agreed extension to it as may be made pursuant to Section 13. The Developers shall provide the Municipality with proof of validity of the Bond or Letter of Credit

SCHEDULE "A"

Description of land: 