

BYLAW NO. 5-2000

The Zoning Amendment Bylaw No. 1

The Council of the Rural Municipality of Lumsden No. 189 in the Province of Saskatchewan, enacts as follows:

Title

1. This Bylaw may be cited as The Zoning Amendment Bylaw No. 1.

Purpose

2. The purpose of this Bylaw is to rezone that parcel of land described in the Bylaw to facilitate development of proposed residential uses.

Authority

3. Pursuant to Section 82 of the Planning and Development Act, 1983, the Council of the R.M. of Lumsden No. 189 hereby amends the Municipal Zoning Bylaw No. 2-2000 by enacting Bylaw No. 5-2000 as follows:

Zoning Map Amended

4. The Zoning Plan Map 3.3 that forms part of Zoning Bylaw No. 2-2000 is amended as follows:

The following land is rezoned from an "A" District to an "R3C" District, by agreement:

- (a) All those portions of the North East and South East Quarters of Section 7, Township 19, Range 21, West of the Second Meridian, Saskatchewan, lying to the right bank of Pile of Bones Creek on Township Plan dated January 4, 1883.
- (b) The South East and South West Quarters of Section 8, Township 19, Range 21, West of the Second Meridian, Saskatchewan, 320 acres, Except: out of the South West all that portion described as the most Westerly 2,166 feet in perpendicular width throughout, which lies to the South of the South bank of Pile of Bones Creek on Township Plan dated January 4, 1883.
- (c) The North West Quarter of Section 8, Township 19, Range 21, West of the Second Meridian, Saskatchewan, except that portion lying north of a surveyed diagonal line as shown on the attached sketch plan of Proposed Subdivision, and subject to registration of the Plan of Subdivision in the Land Titles office of the Regina Land Registration District.
- (d) That part of the North East Quarter of Section 5, Township 19, Range 21, West of the Second Meridian, Saskatchewan, lying to the North of the North Bank of Pile of Bones Creek, as shown on the attached sketch plan of Proposed Subdivision, and subject to registration of the Plan of Subdivision in the Land Titles office of the Regina Land Registration District.

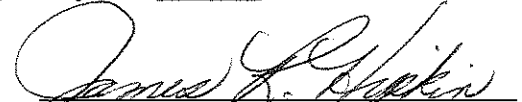
As shown on Schedule A, attached, being a map of the Lands to be rezoned.

Effective Date

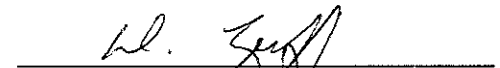
5. This Bylaw shall come into force on the day of its final passing.

Readings

Read a first time this	<u>10th</u>	Day of	<u>October</u>	, 2000.
Read a second time this	<u>10th</u>	Day of	<u>October</u>	, 2000.
Read a third time this	<u>14th</u>	Day of	<u>October</u>	, 2000.


 REEVE

SEAL


 ADMINISTRATOR

Certified to be a true copy of Bylaw No. 5-2000 passed by resolution of Council at a meeting held on the 14 day of November, 2000.


 ADMINISTRATOR



SEAL

REZONING AGREEMENT

THIS AGREEMENT MADE this 14th day of November , A. D. 2000

Between:

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

and

DEER VALLEY DEVELOPMENT INC.
(hereinafter referred to as the "*Developer*")
OF THE SECOND PART.

Whereas:

The Developer is the owner or is entitled to become the owner of certain properties located within the Municipality, as described in *Schedule "A"* hereunto attached and forming a part of this Agreement (the "Land or Lands");

The Developer wishes to develop the Land for a golf course and residential subdivision, with the intent of adding recreation-related commercial development as may be approved by Council and at Council's discretion at some time in the future (the "*Development or Project*");

The Owner has applied to the Municipality for approval to rezone the Land from an A, "Agricultural" District to an R3C Planned Valley Residential District (By Agreement) to allow the development of the proposal specified in this Agreement;

The Municipality has an approved Development Plan, which, pursuant to Section 82 of *The Planning and Development Act, 1983*, contains guidelines respecting the entering into of agreements for the purpose of accommodating requests for the rezoning of land by agreement;

The Municipality has agreed, pursuant to the provisions of Section 82 of *The Planning and Development Act, 1983*, to rezone the Land from an A District to an R3C District, subject to this Agreement.

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

Land to be Used in Accordance with Agreement

1. The Owner covenants and agrees with the Municipality that, upon the Land being rezoned from an A District to an R3C District, none of the Land shall be developed or used except in accordance with the terms and conditions set out in this Agreement.

Use of Land

2. The Owner covenants and agrees that the use of the Land will be restricted to the construction and operation of a golf course and associated residential subdivision with all developments and servicing to be constructed substantially in accordance with the Plans attached as *Schedule "B"*.

Golf Course Development and Operating Standards

3. The Developer agrees to construct a championship calibre eighteen hole, par 72 golf course of approximately 6,750 yards length, as indicated in *Schedule "B"*. The Developer also agrees to construct a clubhouse facility that is intended to operate twelve months of the year and will be available to meet the golfing and related recreation needs of the residents of The Rural Municipality of Lumsden in part, through daily green fee play.

Residential Development Standards

4. The Developer will construct a residential subdivision in accordance with the Plan of Subdivision and Phasing Drawing attached as *Schedule "C"*, including 82 single unit residential lots. The residential subdivision will include services such as potable water supply, sewage treatment and disposal, paved roads, street lighting, buried electrical, natural gas and telephone, and a developed trail system providing for public pedestrian access throughout the subdivision as well as to and along the creek valley and creek.
5. Council acknowledges that subsequent phases will include the development of multi-residential units, with the application for such development to be considered by council once the organized Hamlet status is attained.
6. Except as specified in the following chart, the development standards applicable to the Land shall be as set out in the Zoning Bylaw, as may be amended from time to time, of The Rural Municipality of Lumsden, No. 189, for R2, Medium Density Residential.

REGULATIONS	FEET		METERS
Sites abutting a municipal road allowance (<i>Side yard or Rear yard setbacks</i>)	16.4 feet	or	4.5 meters
Sites abutting an internal subdivision street (<i>Side yard setback on a corner lot</i>)	16.4 feet	or	4.5 meters
Front Yard Setback	23.0 feet	or	7.0 meters
Side Yard Setback (<i>Principal and Accessory buildings</i>)	11.5 feet	or	3.5 meters
Rear Setback (<i>Accessory buildings</i>)	3.3 feet	or	1.0 meter
Maximum Building Height (<i>Interior Lots</i>)	29.5 feet	or	9.0 meters (two storeys)
Maximum Building Height (<i>Hillside Lots</i>)	19.7 feet	or	6.0 meters (one storey)
Site Coverage	35% maximum lot coverage		
Minimum House Size (<i>One Storey</i>)	1300 Ft ²	or	120.77M ²
Minimum House Size (<i>Two Storey</i>)	1700 Ft ²	or	157.93M ²
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.		
Tree buffers	Planting of trees and choice of variety shall be at the discretion of council when proposed within a distance of 150 feet from the center line of a municipal road allowance (<i>excluding internal subdivision streets</i>)		

Timing of Development

7. The parties to this agreement acknowledge that the golf course portion of the development was approved under existing bylaws in 2000 and that construction has progressed towards a 2001 opening of the golf course facility.
8. The Developer agrees to commence construction of the services required for the residential subdivision referred to in Article 4, of this Agreement no later than the 1st day of May 2001.
9. The residential subdivision shall be developed in four phases as shown in *Schedule "B"*. This agreement permits servicing and development of Phase 1 only, while recognizing that the Council of the Municipality agrees in principle with the remainder of the subdivision plan. Final approval of subsequent phases will be at Council's discretion subject to the proposed plans of subdivision being consistent with the intent of the initial concept and consistent with the policies and requirements of the Development Plan and Zoning Bylaw of the Municipality.
10. Phase 2 construction may proceed only upon the sale of at least 75% of the lots in Phase 1; Phase 3 only upon the sale of at least 75% of the lots in Phase 2; and Phase 4 only upon the sale of at least 75% of the lots in Phase 3.

Presale Agreements for Lot Deposits

11. The Developer may arrange presale agreements for a maximum of 35% of the lots in each phase prior to subdivision and servicing of each phase of the development, subject to all other terms of this agreement and of the Servicing Agreement attached as *Schedule "C"*.

Application of Zoning Bylaw

12. The Developer covenants and agrees that, except to the extent otherwise specified in this Agreement, the provisions of The Zoning Bylaw of the Rural Municipality of Lumsden, as may be amended from time to time, including the provisions relating to the R3C Zoning District, shall apply.

Application of Servicing Agreement

13. The Developer covenants and agrees to undertake the agreed Development and to construct or cause to be constructed all services in respect to the development of the Lands subject to the covenants and conditions set forth in the Servicing Agreement attached as *Schedule "C"*, as may be amended from time to time by agreement of the Parties.

Compliance with Agreement

14. The Developer covenants and agrees to not develop or use the Land unless such development, use, and construction comply with the provisions of the Agreement.

Registration of Plan of Survey

15. The Developer agrees that it will proceed with registration of the Plan of Proposed Subdivision of the Lands, at the Land Titles Office for the Regina Area Land Registration District. At such time, the Municipality may, at its option, add the legal description of the Land as described on the registered Plan as *Schedule "D"* to this Agreement. From the addition of *Schedule "D"*, all references to the Land in this Agreement shall mean the Land as described in *Schedule "D"*.

Dispositions Subject to Agreement

16. 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.

Definitions

17. 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.

Departures and Waivers

18. No departure or waiver of the terms of the Agreement shall be deemed to authorized 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.

Severability

19. 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.

Governing Law

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

Effective Date of Rezoning

21. It is understood by the Developer that the Land shall not be effectively rezoned from an A District to an R3C District until:
- (a) the Council of The Rural Municipality of Lumsden No. 189 has passed a Bylaw to that effect; and
 - (b) the Agreement has been registered by the Municipality, by way of Caveat, against the Title to the Land.

Use Contrary to Agreement

15. (1) The Council of The Rural Municipality of Lumsden No. 189 may declare this Agreement void where any of the Land or buildings thereon is developed or used in a manner which is contrary to the provisions of this Agreement, and upon the Agreement being declared void, and in the absence of a further rezoning, the Land shall revert to the A District designation to which it was subject to before rezoning.
- (2) If this Agreement is declared void by the Council of The Rural Municipality of Lumsden No. 189, 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.

Registration of Caveat

- 16. (1) The Parties hereto acknowledge that this Agreement is made pursuant to Section 82 of *The Planning and Development Act, 1983*, and the Developer agrees that this Agreement shall be registered, by way of Caveat, as a first charge against the Title to the Land, in priority to all other charges and encumbrances.
- (2) This Agreement shall run with the Land pursuant to Section 82(3) of *The Planning and Development Act, 1983*, and shall bind the Developer, its successors and assigns.

Enurement

- 17. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

RURAL MUNICIPALITY OF LUMSDEN NO. 189,

PER: *James L. Hyslop*
Reeve

SEAL

PER: *W. Z. A.*
Administrator

DEER VALLEY DEVELOPMENT INC.

PER: *Landy Steffen*
President

SEAL



PER: _____

Attached: Schedule "A", Description of Lands
Schedule "B", Plan of Subdivision and Phasing Drawing
Schedule "C", Servicing Agreement

SCHEDULE "A" TO REZONING AGREEMENT

THIS AGREEMENT MADE this 14th day of November A. D. 2000

BETWEEN:

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

and

DEER VALLEY DEVELOPMENT INC.
(hereinafter referred to as the "*Developer*")
OF THE SECOND PART.

Description of Lands:

- (a) All those portions of the North East and South East Quarters of Section 7, Township 19, Range 21, West of the Second Meridian, Saskatchewan, lying to the right bank of Pile of Bones Creek on Township Plan dated January 4, 1883.
- (b) The South East and South West Quarters of Section 8, Township 19, Range 21, West of the Second Meridian, Saskatchewan, 320 acres, Except: out of the South West all that portion described as the most Westerly 2,166 feet in perpendicular width throughout, which lies to the South of the South bank of Pile of Bones Creek on Township Plan dated January 4, 1883.
- (c) The North West Quarter of Section 8, Township 19, Range 21, West of the Second Meridian, Saskatchewan, except that portion lying north of a surveyed diagonal line as shown on the attached sketch plan of Proposed Subdivision, and subject to registration of the Plan of Subdivision in the Land Titles office of the Regina Land Registration District.
- (d) That part of the North East Quarter of Section 5, Township 19, Range 21, West of the Second Meridian, Saskatchewan, lying to the North of the North Bank of Pile of Bones Creek, as shown on the attached sketch plan of Proposed Subdivision, and subject to registration of the Plan of Subdivision in the Land Titles office of the Regina Land Registration District.

SCHEDULE "B" TO REZONING AGREEMENT

THIS AGREEMENT MADE this 14th day of November, A. D. 2000

BETWEEN:

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

and

DEER VALLEY DEVELOPMENT INC.
(hereinafter referred to as the "*Developer*")
OF THE SECOND PART.

Project Concept Drawing:

The attached drawing shows the conceptual layout of the proposed golf course and 4 phases of residential subdivision proposed for the Lands described on Schedule "A". The layout of the golf course is considered to be accurate. The proposed phases of residential subdivision is considered to be accurate, however may be subject to changes as recommended by Council or the Community Support Services Branch of Sask Municipal Affairs, Culture and Housing.

SCHEDULE "C" TO REZONING AGREEMENT

THIS AGREEMENT MADE this 14th day of November, A. D. 2000

BETWEEN:

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

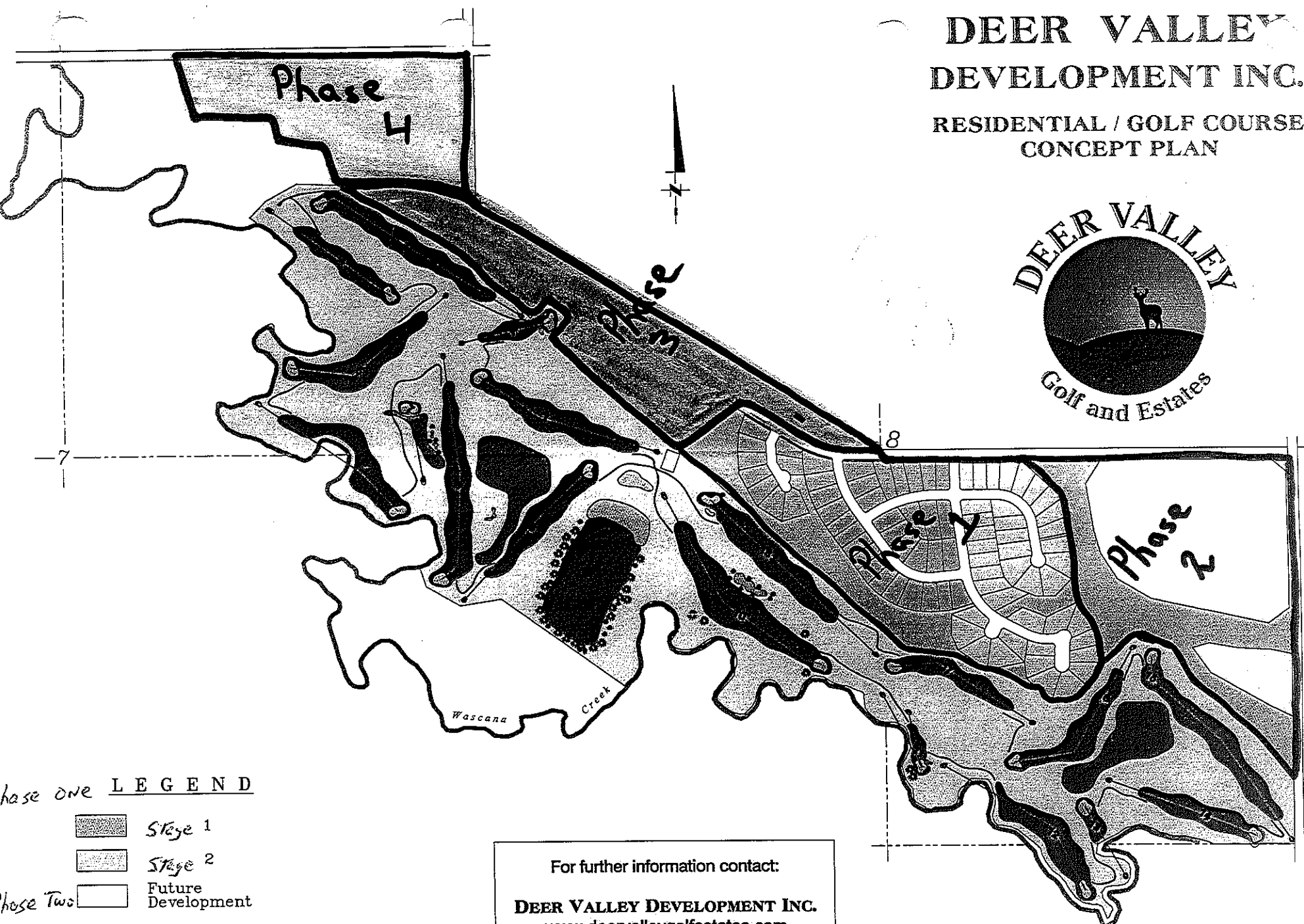
and

DEER VALLEY DEVELOPMENT INC.
(hereinafter referred to as the "*Developer*")
OF THE SECOND PART.




Project Phase Drawings:

The attached drawing indicates the two stages planned for phase 1 of the proposed 82 lot residential subdivision. The layout of the phase 1 area is considered to be accurate, however may be subject to changes as recommended by Council or the Community Support Services Branch of Sask Municipal Affairs, Culture and Housing.

**DEER VALLEY
DEVELOPMENT INC.**
RESIDENTIAL / GOLF COURSE
CONCEPT PLAN



Phase one LEGEND

-  Stage 1
-  Stage 2
-  Future Development

Phase Two
Phase Three
Phase Four

For further information contact:
DEER VALLEY DEVELOPMENT INC.
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Box 3538 Regina, SK. S4P 3J8
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Fax: (306) 781-0391

MARKET PLAN
Details May Vary

Zoning District Map

