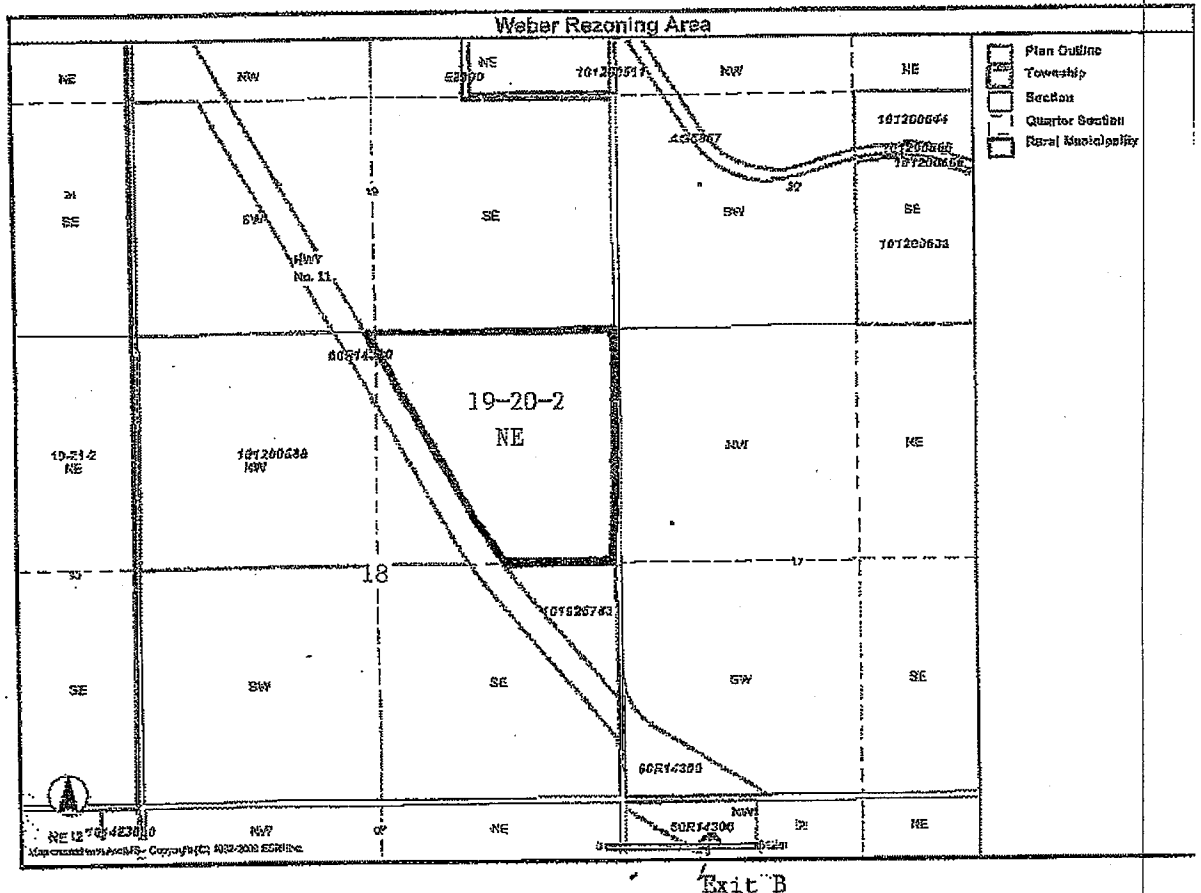


RURAL MUNICIPALITY OF LUMSDEN No. 189
BYLAW NO. 8-2009

A Bylaw to amend Bylaw No. 2-2000, the Municipality's Zoning Bylaw. The Council of the Rural Municipality of Lumsden No. 189, in the Province of Saskatchewan enacts:

(1) To amend Bylaw No. 2-2000 as follows:

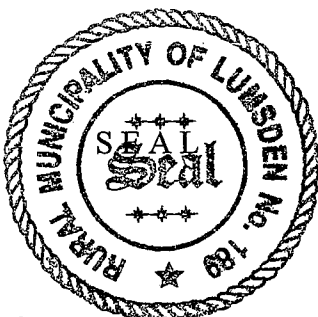
(A) by changing the Zoning Map to rezone a portion of the N ½ 18-19-20-2 which lies east of Highway 11. The specific area is being rezoned from A- Agricultural to M1- C Contract Industrial and is shown in bold outline on the plan on the map below:



(B) by repealing Zoning Map No.3.2 and replacing it with a new Map No. 3.2 which shows the above described land zoned as M1-C. The new Map 3.2 is also attached to, and forms part of this Bylaw;

- (2) That the Administrator do such other things necessary to effect the intent of this Bylaw;
- (3) That this Bylaw shall take effect on the date it is approved by the Minister of Municipal Affairs.

Read a first time this 22nd day of October, 2009.
 Read a second time this 22nd day of April, 2010.
 Read a third time this 22nd day of April, 2010.



James D. Hopkin
 Reeve

W. J. J. J.
 Administrator

APPROVED
 REGINA, SASK.
 SEP 30 2010
[Signature]
 Assistant Deputy Minister
 Ministry of Municipal Affairs

Certified to be a true copy of Bylaw No. 8-2009
 adopted by the Council of the R.M. of Lumsden
 No. 189 on the 22nd day of April, 2010
W. J. J. J.
 Administrator

REZONING AGREEMENT

THIS AGREEMENT MADE this 6th day of December, A. D. 2010

Between:

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

and

WEBFAM DEVELOPMENTS LTD.
(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 an industrial subdivision, with the intent of also adding limited highway-oriented commercial development which are specifically listed in this Agreement and which may be approved by Council as part of the terms of this Agreement as Permitted or Discretionary Uses as specifically listed in this Agreement, at some time in the future of the ("*Development or Project*");

The Developer has applied to the Municipality for approval to rezone the Land from an A, "Agricultural" District to an M1 – C Industrial District (Contract Zoning) to allow the development of the proposal subdivision and uses specified in this Agreement;

As authorized by Section 69 of *The Planning and Development Act, 2007* (the Act), the Municipality has an approved Official Community Plan (OCP), which contains guidelines in Part XVI 9, 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 the Act, to rezone the Land from an A "Agricultural" District to an M1 – C Industrial District (Contract Zoning), with the addition of certain highway-oriented commercial uses which are specifically listed as potential Discretionary Uses in this Agreement. The procedure for approving any of the proposed Discretionary Uses shall follow the requirements of Part IV 14 of the Zoning Bylaw and Sections 54 and 55 of the Act.

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

1. Land to be Used in Accordance with Agreement

The Developer covenants and agrees with the Municipality that, upon the Land being rezoned from an A District to an M1- C District, none of the Land shall be developed or used except in accordance with the terms and conditions set out in this Agreement.

2. Use of the Land

The Developer covenants and agrees that the use of the Land will be restricted to the construction and operation of an industrial subdivision with all developments and servicing to be constructed substantially in accordance with the Plans and Services attached as *Schedule "B"* hereunto attached and forming a part of this Agreement.

The Permitted Uses in the Development will be specified in this Agreement and will be primarily industrial, based on and consistent with those Permitted Uses derived from the M1 and C1 Zoning Districts of the Municipality's Zoning Bylaw (as may be amended or replaced from time to time). Following approval of the subdivision and registration of the Plan of Survey, the Permitted Uses on the Land shall consist of:

- (1) Equipment and Storage Uses, including, (but not limited to) builders' contractors and truckers' yards and screened storage areas, but specifically excluding sand and gravel storage yards and salvage, junk and wrecking yards;
- (2) Warehousing Depot and Truck Terminal Uses;
- (3) Uses for the Sales, Service and Repair of Vehicles including machines, farm machinery, automobiles, trucks, mobile and modular homes, but specifically excluding sand and gravel storage yards and salvage, junk and wrecking yards;
- (4) Mechanical Repair Uses, including, (but not limited to) shops for welding, auto body and auto paint shops, machine repair and similar uses, but specifically excluding sand and gravel storage yards and salvage, junk and wrecking yards; and
- (5) Retail Stores, Services, Offices and Facilities, including, (but not limited to), business, government, professional, administration, medical, dental, financial, institutional, undertaking and veterinary uses; and

As well, certain highway-oriented commercial uses, derived from the C1 Zone of the Municipality's Zoning Bylaw (as may be amended or replaced from time to time) will be specifically listed as potential Discretionary Uses in this Agreement. Following approval of the subdivision and registration of the Plan of Survey, the Discretionary Uses on the Land shall consist of:

- (1) Mini-malls containing any of the Permitted Uses listed in Subsection (5) above;
- (2) Tourist Commercial Uses, including hotels, motels and restaurants; and
- (3) Highway Commercial and Automotive Service Uses, including, (but not limited to), gas stations, sales and service of recreation vehicles, boats, building supplies, home and garden supplies and farm supplies, but specifically excluding bulk fuel and farm chemical supply uses.

The procedure for approving any of the proposed Discretionary Uses shall follow the requirements of Part IV 14 of the Zoning Bylaw and Sections 54 and 55 of the Act.

3. Industrial and Highway Commercial Servicing Standards

The Developer will construct an industrial subdivision in accordance with the Plan of Subdivision and Phasing Drawing attached as Schedule "A", hereunto attached and forming a part of this Agreement, including 38 lots. The subdivision will include services such as:

- (1) Piped water supply, with potable water standards to be subject to requirements of the Ministries of Health or Environment;
- (2) Individual sewage treatment or retention and off-site disposal (both of which shall first be authorized by either the Regina Qu'Appelle Health District, or the Ministry of the Environment or any other Authority having jurisdiction). The City of Regina has consented in principle to accept sewage waste from each individual lot owner in this subdivision. The City administration requires that each owner must apply for such formal consent. In signing this Agreement, the Developer is accepting responsibility to inform all purchasers of lots that the City will require each lot owner (rather than the Developer) to make their individual application for effluent disposal to the City. Those landowners will be granted approval based on the details of their application and will be billed directly by the City based on the expected contents, volume etc. of the effluent;
- (3) Gravel roads will be installed in Phases one, two and three of the development;
- (4) Prior to any municipal approval recommendation for phase two, where Council deems it appropriate, the developer hereby agrees to pay the costs of a traffic study. The traffic study would review the traffic flows into the development from Highway 11 and report on any safety concerns and recommended corrective work;
- (5) Prior to any municipal approval recommendation for phase three, should the developer desire to pay for paved surfaces to be installed during the final phase of the development, Council shall have the discretion to approve or deny the pavement installation request. Council wishes to ensure that the assessment base for the development is adequate to cover the future costs associated with pavement maintenance;
- (6) Street lighting and buried electrical and telephone lines, and natural gas services (if available);
- (7) When the required Drainage Plan has been submitted to the RM by the Developer, it will be added to form part of the Servicing Agreement (as required by Section 5 in Schedule B).

4. Site Development Standards

Except as specified in the following chart, the development standards applicable to the Land shall be as set out in the Subsection 6 of the M1 Zone of the Zoning Bylaw, (as may be amended or replaced from time to time) shall apply.

REGULATIONS	FEET		METERS
Sites abutting a municipal road allowance <i>(Side yard or Rear yard setbacks)</i>	25 feet	or	7.5 meters
Sites abutting an internal subdivision street <i>(Side yard setback on a corner lot)</i>	20 feet	or	6 meters
Front Yard Setback	25 feet	or	7.5 meters
Side Yard Setback <i>(Principal and Accessory buildings)</i>	20 feet	or	6 meters
Rear Setback <i>(Accessory buildings)</i>	5 feet	or	1.5 meters
Maximum Building Height	50 feet	or	15 meters
Minimum Value of each Principal Building proposed on any site in each phase of the Plan attached as Schedule "A"	Each Principal Building shall have a minimum appraised value of one hundred thousand dollars (\$100,000.00) or one hundred dollars (\$100.00) per appraised square foot whichever is the greater.		
Site Coverage	75% maximum lot coverage		
Minimum Parking Requirements	One space per 100 sq. m. (1076 sq. ft.) of gross floor area of the principal building		
Minimum Loading Requirements	One off-street loading area per 500 sq. m (5380 sq. ft.) of the principal building		
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 (excluding internal subdivision streets)		

5. Timing of Development

The Developer agrees to commence construction of the services required for the subdivision referred to in Article 4, of this Agreement no later than the 30 day of September 2011.

6. Phasing

(1) The subdivision shall be developed in three phases as shown in Schedule "A". This agreement permits servicing and development of Phase one to three in a phased approach. While recognizing that the Council of the Municipality agrees in principle with the subdivision plan, final approval of each phase 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 OCP and Zoning Bylaw of the Municipality.

(2) Application for, and Construction of Phases Two and Three

A. Phase 2 construction may proceed only following approval of the subdivision proposed for that Phase and upon the Developer having satisfied the following two conditions:

1. Prior submission to both the Municipality and the Ministry of Highways and Infrastructure of a favorable traffic study, in respect to the projected truck and car traffic to be generated by the entire project on its completion. Based on that information, the study must also provide recommendations in respect to any design changes to the proposed road network for Phases 2 and 3 and also if necessary, any changes to the road standards based on the expected type and volume of traffic for the remaining Phases; and

2. at least 50% of the lots in Phase 1 have been sold.

B. Phase 3 construction may proceed only after approval of the subdivision proposed for that Phase and upon the sale of at least 50% of the lots in Phase 2.

C. Where deemed necessary by the Municipality and based on the recommendations of the traffic study referred to above, or for the mutually agreed installation of paved surfaces, or any other purpose as may be authorized by Section 172 of the Act, the Servicing Agreement may be amended to include road network enhancements outlined in the Traffic Study for Phases 2 and 3, or to include different servicing standards applicable to paved surfaces for Phase 3.

7. Presale Agreements for Lot Deposits

The Developer may arrange presale agreements for a maximum of 60 % 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 "B"*.

8. Application of Zoning Bylaw

The Developer covenants and agrees that, except to the extent otherwise specified in this Agreement, the applicable provisions of the Zoning Bylaw of the Municipality, as may be amended or replaced from time to time, including the provisions relating to the M1 - C Zoning District, and in the case of any highway-oriented commercial uses which are specifically approved as Discretionary Uses, that Section 2 of this Agreement shall apply.

9. Application of Servicing Agreement

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 "B"*, as may be amended from time to time by agreement of the Parties.

10. Compliance with Agreement

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.

- 11. Registration of Plan of Survey**
The Developer agrees that it will proceed with registration of the Plan of Proposed Subdivision of the Lands, at the Land Titles Office of the Information Services Corporation. At such time, the Municipality may, at its option, add the legal description of the Land as described on the registered Plan as Schedule "C" to this Agreement. From the addition of that Schedule "C", all references to the Land in this Agreement shall mean the Land as described in Schedule "C".
- 12. 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.
- 13.** The Developer covenants and agrees that the Municipality is required by Section 69 (3) of the Act to register an interest based on this Agreement against the affected titles to the Land.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. Governing Law**
This Agreement shall be governed and interpreted in accordance with the laws of the Province of Saskatchewan.
- 18. Effective Date of Rezoning**
It is understood by the Developer that the Land shall not be effectively rezoned from an A District to an M1 - C 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 an Interest, against the Titles to the Land.
- 19. Use Contrary to Agreement**
 - (1) Subject to Section 69 (7) of the Act, the Council of the Rural Municipality 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 – Agricultural District designation to which it was subject to before rezoning.

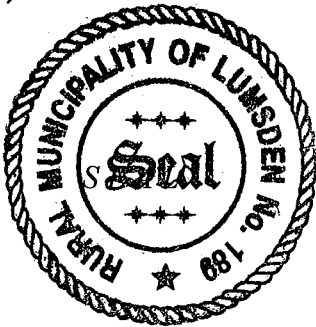
(2) If this Agreement is declared void by the Council of the Rural Municipality, the Municipality shall not, by reason thereof, be liable to the Developer or to any other person for any compensation, reimbursement of damages on account of loss or profit, or on account of expenditures, or on any other account whatsoever in connection with the Land.

20. Enurement

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

21. Replacement

The Parties mutually agree that this Agreement shall replace the previous agreement signed and dated on April 22, 2010.



RURAL MUNICIPALITY OF LUMSDEN NO. 189,

PER: 
Reeve

PER: 
Administrator

WEBFAM DEVELOPMENTS LTD.

PER: 

PER: _____

Attached: Schedule "A", Description of Lands- Plan of Subdivision (including Phasing)
Schedule "B", Servicing Agreement
Schedule "C", Registered Plan

SCHEDULE "A" TO REZONING AGREEMENT

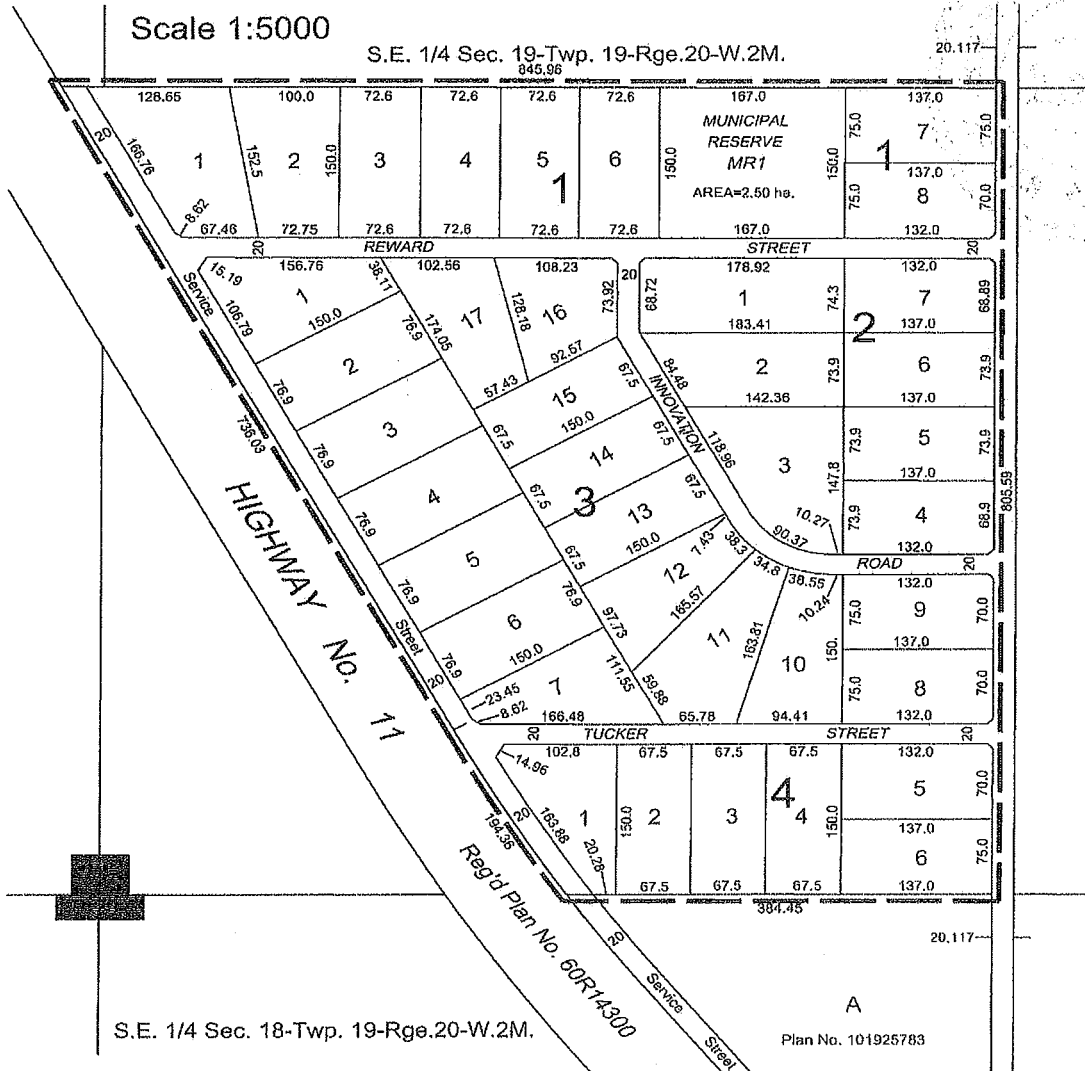
THIS AGREEMENT MADE this 6th day of December 2010 BETWEEN:

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

and

WEBFAM DEVELOPMENTS LTD.
(hereinafter referred to as the "*Developer*")
OF THE SECOND PART.

Description of Lands:



SCHEDULE "B" TO REZONING AGREEMENT

SERVICING AGREEMENT

THIS AGREEMENT made this 6th day of December, 2010

BETWEEN:

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

OF THE FIRST PART

-AND-

WEBFAM DEVELOPMENTS LTD.

OF THE SECOND PART

WHEREAS:

- (a) The developer is the owner or is entitled to become the owner of certain properties located within the Municipality, (the "Land or Lands");
- (b) The Developer wishes to develop the Land for residential purposes, (the "Development or Project");
- (c) The Developer, for the purposes of the Project aforesaid has caused to be prepared a Proposed Plan of Subdivision as more particularly described in Schedule "A" hereunto attached and forming a part of this Agreement (the "Plan");
- (d) The Developer has agreed to construct or cause to be constructed all services in respect to the development of the lands (save and except for those herein specifically excepted) subject to the standards and conditions as more particularly described in Schedule "B" hereunto attached and forming a part of this Agreement (the "Development Standards");

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.0 DEFINITIONS AND ARBITRATION

1.1 In this Agreement:

- (a) "Contract Document" shall include this agreement, the schedules hereto and drawings or specifications for standards of material and shall include such amendments to said documents as may be required herein, or as may be agreed pursuant hereto;
- (b) "Maintenance" or "to maintain" means the undertaking of those services and things for which the Developer has assumed responsibility in accordance with the terms of this agreement, and shall consist of responsibility for failure of or damage to any and all services resulting from defective materials or improper installation, settlement of ditches, grading, graveling, repairs and/or replacement of roads and road surfaces which, because of their design or otherwise, provide inadequate or insufficient services but shall not include any items for which the municipality has accepted responsibility under the terms of this agreement or any other agreement in writing. The maintenance period shall be one year in duration from final approval of all services.

(c) "Phase" shall mean a group of proposed sites shown on Schedule "A", which requires acceptance by the Municipality to allow subdivision approval of those sites by the "Approving Authority" as defined by the Act.

(d) "Services" means the services and amenities for which the Developer has assumed responsibility or are agreed to be constructed, installed and/or provided including maintenance thereof by the Developer on or in respect of the land pursuant to the terms of this agreement including, without limitation, the following:

- electrical power, natural gas and telephone lines (where required);
- public roadways, access roads (approaches to each site);
- water services, availability and quality studies;
- amenities.

(e) "Stage" means any portion of a future development Phase which has been approved in writing by Council, and which is to be serviced and the sites developed during the time, which shall be specified as part of Council's approval.

1.2 Other terms defined in this agreement shall have the meanings ascribed to them as set forth in such definitions.

1.3 In this agreement descriptions of materials or work in words which so applied have well known technical or trade meanings shall be held or refer to such recognized standards.

1.4 The laws of the Province of Saskatchewan shall govern all of the terms of this agreement.

1.5 In the case of a dispute between the Parties hereto concerning any aspect of this Agreement including whether Services have been satisfactorily completed, either Party shall be entitled to give the other notice of such dispute and demand arbitration thereof. Within fourteen (14) days after such notice and demand have been given, each Party shall appoint an Arbitrator who shall jointly select a third. The Parties agree that the decision of any two of the Arbitrators shall be final and binding upon the Parties. *The Arbitration Act* of the Province of Saskatchewan shall apply to any arbitration hereunder, and the costs of arbitration shall be apportioned equally between the Parties.

If the two Arbitrators appointed by the Parties do not agree upon a third, or a Party who has been notified of a dispute fails to appoint an Arbitrator, then the third Arbitrator, or an Arbitrator to represent the Party who fails to appoint an Arbitrator, may be appointed by a Judge of the Court of Queen's Bench at the Judicial Centre of Regina upon application by either Party.

2.0 GENERAL

2.1 The Developer agrees to assume responsibility for the construction and installation of all services in accordance with the provisions of this agreement.

- 2.2 The services, including design, construction and installation, shall be prepared and approved by the Developer's engineer, and installation of all services shall be supervised by the Developer's engineer. All design drawings, plans and specifications shall be certified and sealed by a professional engineer.
- 2.3 The developer agrees that all services shall be constructed in a good and workmanlike manner and that all material used therein shall be of good and acceptable quality having regard to the nature of the use for which same is intended.
- 2.4 The Developer agrees to assume responsibility for the preservation of all monuments, bench marks and other permanent control points set or established by the Municipality.
- 2.5 All construction drawings for services, drainage plans, as well as, detailed information on servicing standards for the Development shall be submitted to the municipality and approved by the Municipality and the municipal engineer, prior to commencement of construction.
- 2.6 The Developer shall provide "Record Drawings" to the Municipality upon the completion of service installation. The "Record Drawings" shall represent the services as they have been installed and shall note any changes to the construction drawings as per the engineer's field notes.
- 2.7 The Developer hereby agrees that the installation of all services contemplated by this agreement shall be completed within two years of the effective date of this agreement. This time period may be extended with the approval of Council.

3.0 ON-SITE SERVICES

- 3.1 In the event that a piped supply of potable water is not available to the Land the developer hereby agrees to undertake hydrology studies to identify an adequate water source to supply the subdivision, with potable water treatment standards to meet the requirements of Regina Qu'Appelle Health District, or the Ministry of the Environment or other any other Authority having jurisdiction. Confirmation of the suitability of the proposed water source shall be provided as a condition of subdivision approval. The parties agree that the Municipality shall in no way be liable or responsible for the deterioration of either quality or quantity of the water source. The Developer further agrees to indemnify and save harmless the Municipality from any such liability or responsibility.
- 3.2 The parties hereto agree that sewage disposal shall be on-site disposal facilities and that it is the sole responsibility of the individual property owner to obtain a permit from the Regina Qu'Appelle Health District, or the Ministry of the Environment or any other Authority having jurisdiction and that the sewage disposal facilities shall be constructed to approved health standards in accordance with all Provincial and Federal regulations.
- 3.3 Solid waste disposal shall be the responsibility of the individual property owners and solid waste shall only be disposed of at approved disposal facilities.

4.0 APPROACHES

4.1 The Parties agree that all approaches shall be constructed and maintained according to the terms of a separate "Road Development Agreement" to be signed by the Parties.

5.0 DRAINAGE

5.1 The Developer shall provide a drainage plan, which shall form part of this agreement, prior to subdivision approval. The drainage plan shall provide a designed drainage profile for all roads, including all necessary culverts and other drainage measures as may be required.

5.2 The Developer shall be responsible for all costs associated with the maintenance of drainage within the plan until the maintenance period (see section 2.7) has expired.

6.0 ROADS AND ROAD MAINTENANCE

6.1 The Developer shall construct, at his own cost, a road to service the entire frontage of all sites in the Plan and a road to connect the Plan with the rest of the development, as shown on Schedule "B" attached hereto. This road shall be constructed and maintained according to the terms of a separate "Road Development Agreement" to be signed by the Parties.

6.2 The size and standard of the road shall be further detailed in the construction drawings, which shall comply with the *Municipal Road Program Manual, Saskatchewan Highways and Transportation*.

6.3 The Developer hereby agrees to provide snow removal and road maintenance, at the Developer's own cost, throughout the construction of the road or roads until the construction of the roads is completed in accordance with the provisions of Sections 2 and 11 of this Servicing Agreement.

8.0 POWER, GAS AND TELEPHONE UTILITIES

8.1 The Developer shall, with the approval of Sask Power, Sask Energy and Sask Tel, arrange for the design and installation of underground power, natural gas and telephone lines to service the Plan, as required. It shall be the responsibility of the Developer to pay for and obtain such approvals, as required, from any governmental or other relevant approving authorities respecting the construction or installation of all services herein.

9.0 STREET SIGNS AND STREET LIGHTS

9.1 The Developer shall supply and install, at the Developer's own cost, permanent street and traffic signs to the Plan, the locations of which shall be approved by the Municipality.

9.2 The provision for and location of, Street Lights may be negotiated between the two Parties during the subdivision approval process for Phases two or three, and may include the provision of such Lights in Phase one as well.

10.0 DEVELOPMENT LEVIES

10.1 Off-Site Servicing Fees

10.1.1 An off-site servicing fee of \$2500 for each new site created in the "Project" shall be due and payable to the municipality prior to subdivision approval of each stage

and any phases shown within those stages, as shown on Schedule "A" to this agreement.

10.2 Payment of Levies

10.2.1 Unless stated otherwise, the payment of all development levies for a specific stage or phase (as the case may be) are due prior to the subdivision approval for that specific stage or phase.

10.2.2 In such event that payment is not deemed to be received prior to subdivision approval, the municipality may charge interest at a rate of 12% per month on any amount outstanding. Interest shall be deemed to accrue from the date of subdivision approval by the Ministry of Municipal Affairs.

11.0 MISCELLANEOUS PROVISIONS

11.1 The Developer shall provide, at its own cost, a digital copy of the Plan for all phases of the development.

11.2 The Developer agrees to immediately cease or desist in the construction and installation of the services upon written order of the Municipality, or of any governmental authority having jurisdiction in respect of the services.

11.3 In the event that all of the services are not completed in accordance with the terms of this agreement, the Municipality may, but shall not be required to, complete or arrange for the completion of the construction and installation of such services. In the event that the Municipality exercises its right to undertake the completion of services, the Municipality shall give written notice of its intention to the Developer, who shall then be given a reasonable opportunity to proceed as required.

11.4 The Developer agrees to provide, obtain or grant, at the Developer's expense, all easements required by the Municipality or by any government authority for the installation of any utilities and services as contemplated by this agreement.

11.5 The Developer further agrees that, in the event of the Developer's failure to provide any and all such easements as may be required, consent is hereby given to the Municipality or to the Government of Saskatchewan or other authority to expropriate the portion or portions of the land as may be reasonably necessary for such easement and all costs, compensation, damages or other expenses incurred in connection with such expropriation shall be payable by the Developer to the Municipality or such other expropriating party as herein contemplated (and in the case of legal costs, shall be paid on a solicitor-client basis, including any and all disbursements). Such costs, compensation, damages or other expenses shall be payable by the Developer to the Municipality immediately upon receipt of written notification thereof and, in any event, within thirty (30) days of such receipt.

11.6 The Developer shall have the primary responsibility to perform or cause to be performed, all inspections and tests required by governmental authorities and by the Municipality in order to satisfy the Developer and the Municipality that the services have been designed, constructed and installed in accordance with the covenants of the Developer hereunder, and the Developer shall give the Municipality timely notice of all such inspections and testing. The Developer expressly agrees to provide notice to the Municipality of inspections and testing involving underground

services before covering up of same and, in any event, no later than ten (10) days in advance of same. The Developer shall further deliver or cause to be delivered to the Municipality copies of all inspection reports arising out of the inspection and tests referred to herein.

11.7 When, in the opinion of the Developer, all services have been completely constructed and installed, and when all tests and inspections as may be required by any governmental authority or the Municipality have been completed, the Developer shall make application, in writing, to the Municipality for final inspection of the services by the Municipality. The Municipality shall, as soon as is possible and practical and, in any event, within ten (10) days after receiving the application from the Developer, carry out such inspection. If the Municipality is satisfied that the services are fully completed in accordance with all approved plans and specifications, it shall issue a Letter of Final Completion for the services.

11.8 Upon the completion of the Developer's obligations hereunder with respect to the Plan and the expiration of the maintenance period, the Developer shall make written application to the Municipality for a Letter of Final Acceptance of Services. The Municipality shall, as soon as possible after receipt of such application and, upon being satisfied that the Developer has carried out all necessary maintenance of the services as required herein, it shall issue a Letter of Final Acceptance of Services, at which time and subject to the satisfaction by the Developer all other requirements as contained in this agreement, ownership of and responsibility for the services shall pass to and be assumed by the Municipality, except as may be otherwise required by law.

However, the Developer agrees that the Municipality shall not be required to issue a letter of Final Acceptance until all outstanding maintenance accounts owned by the Developer are current.

11.9 Right to Farm

11.9.1 The Developer and subsequent site owners are hereby notified that the right to farm all land is hereby recognized to exist as a natural right and is also hereby ordained to exist as a permitted use everywhere in the Rural Municipality of Lumsden No. 189, subject only to the restrictions and regulations for intensive fowl or livestock farms and subject to Provincial and Municipal Bylaws and regulations. The Right To Farm shall include all generally accepted agricultural practices including the spraying of herbicides and insecticides, subject to Provincial regulations governing the use of approved chemicals for this purpose. Furthermore, it is understood that the activities associated with the Right To Farm may occur on holidays, Sundays, weekends, at night, and in the day and the noise, odors, fumes and dust that are caused by them are also specifically permitted as part of this right.

12.0 DEVELOPMENT CONTROL AND DEDICATED LANDS

12.1 The Developer acknowledges that the Municipality may rescind the Development Permit issued by it in such circumstances aforesaid and further may issue such Stop Order as it may lawfully be empowered to do, including applying for and obtaining an Injunction from the Court of Queen's Bench for the Province of Saskatchewan enjoining further development respecting the Project and any costs including legal costs on a solicitor and

client basis incurred by the Municipality in enforcing its rights hereunder shall be paid by and be the responsibility of the Developer.

12.2 The Developer agrees with the Municipality that with respect to the subdivision and sale of a site that all construction of buildings upon said site shall comply with any existing building bylaws of the municipality and applicable provisions of the Municipal Development Plan and Zoning Bylaw, as identified by the municipality and that a copy of this agreement will be provided by the Developer to the site purchaser.

12.3 The Developer further agrees to review the following sections of this servicing agreement with the site purchaser prior to signing an Agreement for Sale or Offer to Purchase:

Section 3.0 adequate supply of water

Section 4.1 location of approach or access road, (any location change to be approved by Council).

Section 11.9 Right to Farm,

Section 10.1 Off-Site Servicing Fees,

12.4 The Parties agree that a the requirement of Section 186 (3) (b) of The Planning and Development Act, 2007 for Dedication of Municipal Reserve shall, subject to the consent of the Subdivision Approving Authority, be deferred to the specific area in Phase three as shown in Schedule A to the Rezoning Agreement signed by the Parties. The Developer shall also be required to develop the Municipal Reserve to the landscape standards and to supply other public recreation facilities as may be required by the Municipality in accordance with Section 172 (3) of the Act. Examples of Such Standards and/or Facilities must be specified as part of the Servicing Agreement for Phase 3. In the event that dedication of the Municipal Reserve is not acceptable to Council as part of Phase 3, Council reserves the right to request that the Municipal Reserve requirement be met by cash in lieu of Municipal Reserve or a combination of land dedication and cash in lieu as provided for in Sections 187 (1) and (2) of the Act.

13.0 LIABILITY

13.1 The developer agrees that during the periods of design, construction and installation of the services and during the maintenance period, it will indemnify and save harmless the Municipality, its employees, officers and agents from any claim, liability or proceeding whatsoever (except any claim, suit, action, liability or proceeding arising out of any breach by the Municipality of its covenants hereunder or any negligence on the part of the Municipal Engineer). The Developer further agrees to reimburse the Municipality for all reasonable costs incurred in defending any such action (except as aforesaid).

13.2 The Developer shall provide proof of compliance with Section 13.1 by providing the Municipality with a certificate of insurance.

14.0 PERFORMANCE SECURITIES

14.1 The Developer shall, within sixty (60) days of the date of execution of this agreement, provide to the Municipality an irrevocable letter of credit in the amount of fifteen thousand dollars (\$15,000) as performance security.

14.2 In the event that the letter of credit is about to expire and all services and development levies have not been installed or paid, the Developer agrees to renew the letter of credit before it expires. In the event the letter of credit has not been renewed prior to its expiration, the Municipality may cash the letter of credit and hold all proceeds until the letter of credit has been renewed by the Developer.

14.3 The Municipality may, at any time, release the letter of credit to the Developer when all services have been installed and all development levies have been paid. In the event that the Developer has installed a significant portion of the services and has paid a significant portion of the development levies, the Municipality may, upon application by the Developer, consider exchanging the letter of credit for and amount other than that outlined in Section 13.1.

15.0 TIME

15.1 Time shall be of the essence herein.

16.0 TRANSFERABILITY

16.1 The terms conditions, rights, duties, privileges or obligations of this agreement are not transferable without the mutual written consent of both parties.

16.2 Unless otherwise agreed to by both parties, and subject to relevant provisions of the Rezoning Agreement, this Servicing Agreement will apply to all three Phases of the Development. The parties may choose to negotiate different standards as an amendment to the Rezoning Agreement, but shall follow the requirements of the Act with respect to giving public notice pursuant to Sections 69, 78 and Part X of the Act.

17.0 AGREEMENT WITH LAND

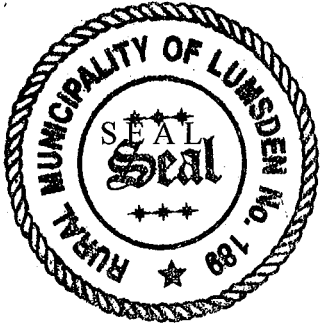
17.1 This Agreement shall run with the Land and shall constitute the acquisition, by the Municipality, of an interest on the Title to this land and in any event be subject to the right of the Municipality to file an Interest against the title to the Land to preserve the interest obtained by it hereunder and as may be available to it pursuant to *The Planning and Development Act, 2007*.

18.0 BINDING AGREEMENT

18.1 This Agreement shall be binding upon the parties, their heirs, successors and lawful assigns. The Developer may not assign the terms and conditions of this Agreement in whole or in part without the approval of the Council of the Municipality. The Municipality may require, as a condition to the grant of its consent to any assignment or transfer, that the Assignee or Transferee execute a copy of this Agreement and agree to be bound thereby.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first written above.

RURAL MUNICIPALITY OF LUMSDEN NO. 189



PER: James R. Hipkin
Reeve

PER: W. J. A.
Administrator

DEVELOPER

PER: A. R. Allen

PER: _____

Darvie Cooper
Witness

SCHEDULE "C" TO THE REZONING AGREEMENT

THIS AGREEMENT MADE this **6th** day of **December** A. D. 2010 BETWEEN:

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

and

WEBFAM DEVELOPMENTS LTD.(hereinafter referred to as the "*Developer*")
 OF THE SECOND PART.

Project Phase Drawings:

The attached drawing is the Registered Plan for the Land which indicates the approved area and all sites in the proposed industrial subdivision. The layout of the phased area is considered to be accurate, however may be subject to changes as recommended by Council or the Community Planning Branch of the Ministry of Municipal Affairs.

