

BYLAW NO. 1 of AD 1978

A BYLAW OF THE TOWN OF OUTLOOK IN THE PROVINCE OF
SASKATCHEWAN PERTAINING TO THE DEVELOPMENT AND
SUB-DIVISION OF LAND WITHIN THE TOWN.

WHEREAS the Council of the Town of Outlook in the Province of Saskatchewan deems it advisable to establish a uniform practice in dealing with development proposals made by persons owning land within the Town, it is enacted as follows:

1. No person shall develop un-sub-divided land within the limites of the Town of Outlook, for residential or other purposes, until an Agreement has been signed with the Town to provide for streets, alleyways, curbs and sidewalks, storm sewers, sanitary sewer and water extensions, power, gas and telephone distribution systems, and other necessary services.
2. The Agreement referred to in Paragraph 1 hereof shall, so far as may be practical, follow the form and wording of the Draft Agreement attached to and forming Schedule "A" to this Bylaw.
3. This Bylaw shall come into force and take effect immediately upon the final passing hereof.

G. Foss, Deputy Mayor.

L. W. Zarubiak, Town Administrator.

SCHEDULE "A" to BYLAW NO. 1(1978) of THE TOWN OF OUTLOOK

THIS AGREEMENT made in triplicate this day of AD 19 _____

BETWEEN:

The TOWN OF OUTLOOK
a municipality incorporated under
the laws of the Province of
Saskatchewan,
hereinafter called the TOWN,

OF THE FIRST PART,

- AND -

of
in the Province of Saskatchewan,
hereinafter called the DEVELOPER,

OF THE SECOND PART.

WHEREAS the DEVELOPER is the registered owner of certain land within the limits of the TOWN and desires to develop and sell a portion of the same as residential property, the said lands being a portion of

the said portion being outlined on the sketch attached hereto and forming a part hereof, and which said portion is herein referred to as the Development Area.

AND WHEREAS the DEVELOPER is proceeding with a legal survey of the said lands as shown on the said sketch.

AND WHEREAS the TOWN is desirous of approving of the said legal survey and authorizing the development of the said portion of the said lands as residential property, on certain terms and conditions.

WITNESSETH THAT in consideration of the mutual undertakings hereinafter set forth, the Parties hereto respectively agree as follows:

- (1) The DEVELOPER shall, at his own cost and expense, arrange for the completion and registration of a legal survey of the Development Areas as he may be advised.
- (2) Upon the completion of registration of the said legal survey the DEVELOPER may request the TOWN to extend its sanitary sewer and water main extensions to lots established by the said survey provided that the DEVELOPER'S requests for services in the said surveyed lands shall be in units which extend at least one full block which blocks shall be developed in accordance required by

sewer and water extensions and said sidewalks and curbs, using the Local Improvement Assessment Bylaws in force at the date of the DEVELOPER'S request for said services as the basis for the computation of such sum, the same to be due and payable forthwith on the giving of written notice by the TOWN of its acceptance of construction bids for such sanitary sewer and water main extensions and said sidewalks and curbs.

(3) The TOWN shall construct whatever streets or alleyways as shown on the said survey of the lands that may be requested by the DEVELOPER together with all storm sewer drains and mains deemed necessary by the TOWN'S consulting engineers and the DEVELOPER undertakes to pay for all such works upon their completion it being understood that on completion of construction of any one block of streets or alleyways, as certified by the said consulting engineer, the costs thereof become immediately due and payable by the DEVELOPER to the TOWN in addition to a sum equal to a frontage assessment for all said storm sewer drains and mains constructed and installed, using the Local Improvement Assessment Bylaws in force at the date of the DEVELOPER'S request for said streets or alleyways as the basis for the computation of such sum. PROVIDED FURTHER that the said streets and lanes shall be shaped and finished to grade and be gravelled to a depth of two (2) inches.

(4) All of the work required to be done and materials supplied by the TOWN, with the exception of street lighting and overhead power distribution system which shall be subject to the specifications of Saskatchewan Power Corporation and telephone lines and installation which shall be subject to the specifications of Saskatchewan Government Telephones shall be done in accordance with the TOWN'S standard construction of works of a similar nature and shall be carried out to the satisfaction of the said consulting engineers: but the DEVELOPER shall pay to the TOWN the additional cost resulting from the installation of underground street wiring and steel standards, over and above the cost of overhead street lighting facilities and wooden poles.

(5) The costs of engineering services required by the TOWN under the provisions hereof, as certified by the said consulting engineers, but with respect only to such matters for which the DEVELOPER is

hereof, shall be charged or levied against the said lots provided the DEVELOPER does not cause or permit construction of any nature or kind thereon.

(7) The obligations and covenants on the part of the TOWN hereunder shall be conditional upon the performance by the DEVELOPER of his obligations and covenants hereunder to complete the registration of a legal survey as aforesaid and sell the said lots for residential purposes: and the TOWN shall not be required hereunder to provide any facilities beyond those necessary to service any one block requested by the DEVELOPER until after the construction of dwellings on 75% of the lots in said block; but the TOWN may, at its option, fulfill its obligations hereunder whereupon the costs payable by the DEVELOPER as hereinbefore provided, shall be paid to the TOWN by the DEVELOPER.

(8) Also that the following off-site development fee be instituted for all new subdivision applications and all vacant existing lots which are not serviced with water and sewer. The service charge of \$500 per serviced lot shall be due and payable prior to any hook-up to the municipal water and sewer system and shall be over and above the normal water and sewer frontage and connection rates. This surcharge is to cover municipal costs incurred in the construction of and/or improvements to the sewage lagoon, force main and pumping facilities and the water reservoir and water purification system.

The applicant of a building permit shall be notified of the service charge policy and the fee payable can be collected at the same time as the collection of the building permit fee.

(9) This Agreement shall ensure to the benefit of and be binding upon the TOWN and its successors and the DEVELOPER and his heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the TOWN OF OUTLOOK has caused to be affixed hereto its corporate seal attested by the hands of its proper officers in that behalf and the said _____ has hereunto set his hand and seal this _____ day of _____ AD 19____.

TOWN OF OUTLOOK

Per:

CANADA)
PROVINCE OF)
SASKATCHEWAN)
TO WIT:)

I, _____ of the Town of Outlook
in the Province of Saskatchewan, _____,
(occupation of witness)

MAKE OATH AND SAY:

1. THAT I was personally present and did see _____
_____ the DEVELOPER named in the annexed Agreement who is
personally known to me to be the person named therein, duly sign, seal and
execute the same for the purposes named therein.

2. THAT the same was executed at the Town of Outlook in the
Province of Saskatchewan and that I am the subscribing witness thereto.

3. THAT I know the said _____
and he is in my belief of the full age of twenty-one years.

SWORN before me at the Town)
of Outlook, in the Province)
of Saskatchewan this _____)
_____ day of _____)
_____ AD 19 _____)
)
)
)
)
A Commissioner for Oaths)
in and for Saskatchewan.)

(witness sign here)

My Commission expires December 31, 19 ____ .