

# **CITY OF YORKTON BYLAW NO. 27/91**

## **Disclaimer:**

**This information has been provided solely for research convenience. Official bylaws are available from the Office of the City Clerk and must be consulted for purposes of interpretation and application of the law.**

CITY OF YORKTON

SASKATCHEWAN

BYLAW NO. 27/91

**A BYLAW OF THE CITY OF YORKTON FOR ENTERING  
INTO AN AGREEMENT FOR THE SERVICING OF LAND**

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The Council of the City of Yorkton, in the Province of Saskatchewan enacts as follows:

1. It shall be lawful for the City of Yorkton to enter into an agreement with Stanley Woroschuk for the purposes of supplying services to the most westerly 70.4 meters of Parcel A, Plan No. CF 566, located in the SE 1/4 of 10-26-4-W2nd, land situated within the boundaries of the City of Yorkton, such agreement marked as schedule "A" and attached hereto.

2. The Mayor and City Clerk are hereby authorized and directed to execute the said agreement on behalf of the City of Yorkton.

Introduced and read a first time this 4<sup>th</sup> day of November A.D. 1991.

Read a second time this 6<sup>th</sup> day of January A.D. 1992.

Read a third time this 6<sup>th</sup> day of January A.D. 1992.

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MAYOR

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CITY CLERK

THIS AGREEMENT made in duplicate, this 4<sup>th</sup> day of March, 1992.

BETWEEN:

THE CITY OF YORKTON  
in the Province of Saskatchewan (hereinafter called "the City")

- and -

STAN'S MOBILE SERVICE LTD.  
of the City of Yorkton  
in the Province of Saskatchewan  
(hereinafter called "the Developer")

WHEREAS the Developer has indicated to the City that he wishes to develop, as industrial property, the land defined by the following:

The most westerly 70.4 metres of Parcel A, Plan No. CF 566, located in the S.E. 1/4 of 10-26-4 West of the 2nd Meridian (hereinafter called "the said land".)

AND WHEREAS the Developer is desirous of the City providing roads and water and sewer lines;

AND WHEREAS it is desirable to provide for a means wherein the Developer will pay for the costs of the said improvements;

NOW THIS AGREEMENT WITNESSES:

1. The City covenants and agrees:

- a) to arrange for the design of the roadways to be constructed on the West side and on the South side of the Developer's property. Also to design the water and sewer mains to be installed on the South side of the Developer's property.
- b) to arrange for the construction staking and inspection for the roadways.
- c) to arrange for the installation of a 150 mm watermain and a 200 mm sewer main in the roadway on the South side of the Developer's property.
- d) to arrange for the staking, inspection and geotechnical testing for the water and sewer mains.
- e) to supply and install, at the North end of the roadway on the West side of the said land, a regulation sign symbolizing "Road Closed."

- f) to proceed with the subdivision application, obtain necessary approvals and register a plan of subdivision for the required roadways and buffer strips shown on Schedule A, provided the Developer has met the covenant of section 2 f) of this Agreement.
- g) to provide roadway maintenance and snow removal service for the roadways shown on Schedule A. This service will commence on or after the date of issuance of a building permit for a structure on the said land.
- h) to allow the Developer access to the newly constructed water and sewer mains, for the purpose of connecting the building services.

2. The Developer covenants and agrees:

- a) to supply the City with any detailed records as the City Engineering Department may require, both before and immediately after the construction.
- b) to pay to the City the sum of **Four Thousand Nine Hundred Dollars (\$4,900.00)** for the Sewer and Water connection upon installation.
- c) to further pay the City the amount of **Twenty Nine Thousand One Hundred Twenty Nine Dollars (\$29,129.00)** for development costs. This amount is payable in ten (10) equal installments of **Four Thousand Seven Hundred Forty Dollars and Sixty one Cents (\$4,740.61)**. This amount is payable on or before December 31 of each year commencing in the year 1992 and continuing for each and every year up to and including 2001. The above calculation is at a 10% per annum interest rate.
- d) that the city will allow the Developer to pay out in full the outstanding balance at any time during the term of this Agreement.
- e) that this Agreement shall run with the land and the city may register at the appropriate Land Titles office a caveat against the title of the said land together with a copy of this Agreement pursuant to Section 143 of the Planning and Development Act, and such Agreement shall be deemed to bind the owner of the land effected by this Agreement and his heirs, executors, administrators, successors and assigns.

- f) to grant to the City, the property required for the service road and buffer strip on the southern most end of the said land, as shown on Schedule A (attached.)
  - g) that all services and works constructed in or upon the proposed right-of-ways and buffer strips shall become the sole and absolute property of the City.
  - h) to pay all costs and expenses of Sask Power, Sask Energy, Sask Tel, co-ax companies and other companies, which are invoiced to the Developer or the City, for the installation and provision of electrical, gas, telephone, television services and street lighting.
  - i) to pay for all costs of constructing any and all approaches to the said land. The type of construction, location and grades of these approaches shall be approved by the City Engineering Department, prior to construction.
3. It is acknowledged that if pavement is desired by the Developer, that such work is not included as a component of this Agreement, and that such work may be performed by the City by means of a separate agreement or the Local Improvement process.
  4. Nothing herein contained shall be deemed to oblige the City to issue building or development permits for construction on any of the said land, except upon compliance with all of the City's bylaws and zoning regulations.
  5. Unless otherwise approved by the City Council, all works undertaken under this Agreement shall be done in accordance with the City's construction specifications, regulations and policies, of works of a similar nature in the year of construction and shall be carried out to the satisfaction of the City Engineering Department.
  6. The parties covenant to make and execute such further and other documents and assurances as shall be necessary to give effect to this Agreement.
  7. Any costs incidental to this Agreement shall be borne by the Developer.
  8. This Agreement shall be binding on the parties, their successors and their assigns.
  9. No assignments of this Agreement, by the Developer, shall be valid except with the express written consent of the City.

IN WITNESS WHEREOF the parties hereto have, by the hands of their proper officers, signed their names and affixed their respective seals the day and year first above written.

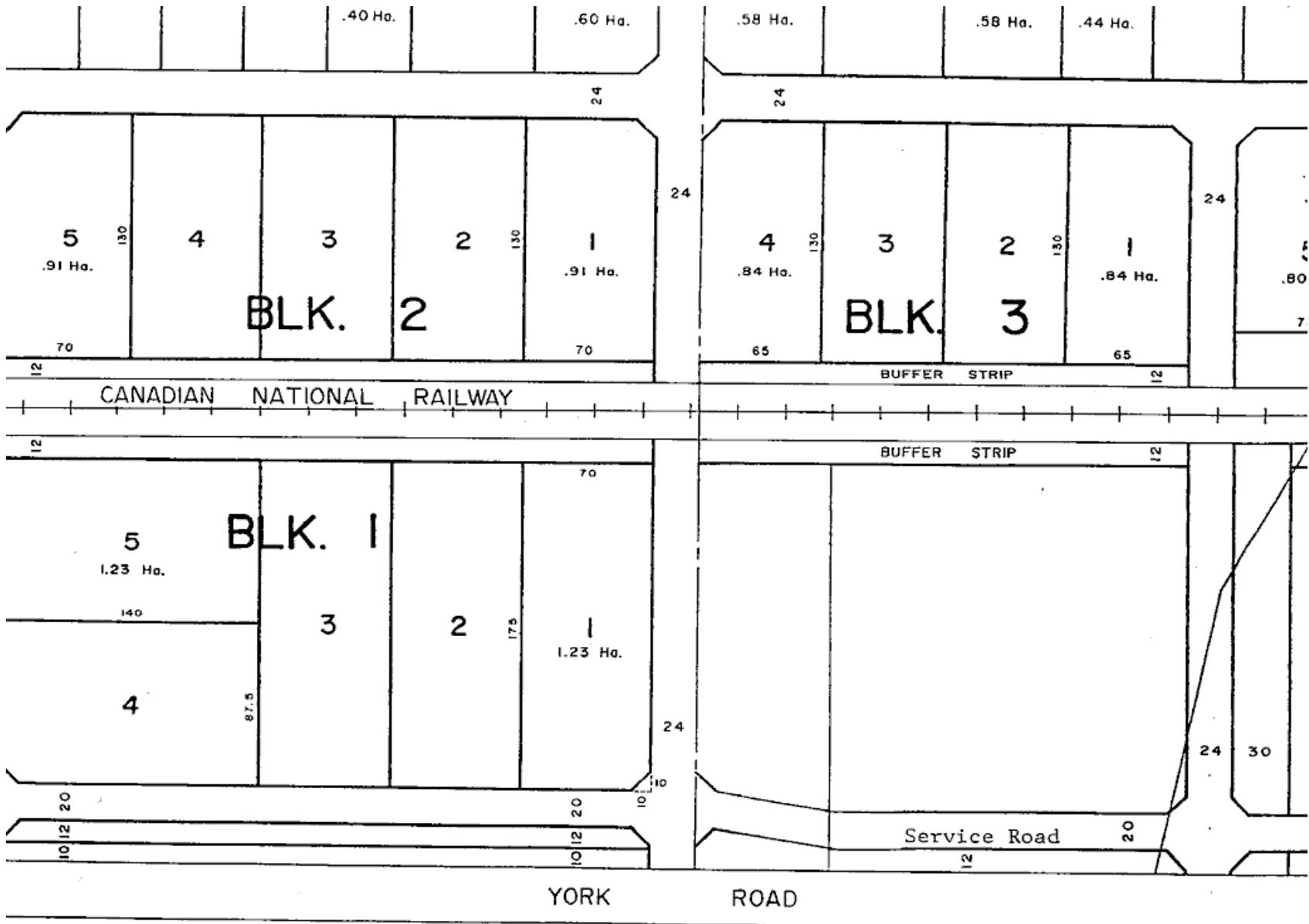
CITY OF YORKTON

per: \_\_\_\_\_  
Mayor

per: \_\_\_\_\_  
City Clerk

DEVELOPER

per: \_\_\_\_\_  
Stanley Woroshcuk



SCHEDULE A