

CITY OF YORKTON BYLAW NO. 18/2013

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. 18/2013

**A BYLAW OF THE CITY OF YORKTON IN THE PROVINCE OF
SASKATCHEWAN AUTHORIZING COUNCIL OF THE CITY OF YORKTON
TO ENTER INTO CERTAIN FARMLAND AGREEMENTS**

WHEREAS Section 168 (1) of *The Cities Act* provides in part as follows:

1. “Subject to Subsection (2), but otherwise notwithstanding any other provision of this *Act*, if, within the city, there is land used exclusively for farming purposes, and a person whose principal occupation is farming is assessed with respect to the land, the Council may enter into an agreement with the owner of that land providing for:
 - a) a fixed value to be placed on property for assessment purposes; or
 - b) a fixed rate of taxation on the assessed value of the property, or, if the value of the property has been fixed by agreement, on the fixed value, for all purposes of any specified purposes.”

AND WHEREAS, the Council of the City of Yorkton and the owners of certain farmlands situated within the boundaries of the City of Yorkton are desirous of entering into farmland agreement(s).

NOW THEREFORE, the Council of the City of Yorkton in Council assembled hereby enacts as follows:

1. That the agreements between the City of Yorkton and the owners of certain farmland situated within the boundaries of the City of Yorkton, the aforesaid agreements and owners hereunto annexed and marked as Schedules A, B and Schedule A-1 respectively, be hereby ratified and confirmed.
2. That the Mayor and City Clerk for the City of Yorkton be and are hereby authorized to sign the said agreements on behalf of the City and affix thereto the corporate seal of the City.

REPEALING BYLAW

Bylaw No. 27/2009 passed on the 13th day of July, 2009 and Bylaw No. 11/2011 passed on the 14th day of March, 2011, and all amendments thereto are hereby repealed.

EFFECTIVE DATE OF BYLAW

This Bylaw shall come into force and take effect for the Assessment year commencing January 1, 2013.

MAYOR

CITY CLERK

Introduced and read a first time this 24th day of June A.D., 2013.

Read a second time this 24th day of June, A.D., 2013.

Read a third time and adopted this 24th day of June, A.D., 2013.

SCHEDULE A-1 TO BYLAW 18/2013

ROLL NO.	NAME	LEGAL DESCRIPTION	NO OF ACRES
484505050	Brad & Phyllis Stroud	Pt. SW-9-26-4-W2 nd	32.90
515260000	Haug Livestock Co. Ltd.	Pt. NE 36-25-4-W2 nd	28.09

A G R E E M E N T**THIS AGREEMENT** made in duplicate

BETWEEN:

Brad & Phyllis Stroud of the City of Yorkton in the Province of
Saskatchewan,

AND

The Municipality of the City of Yorkton in the Province of Saskatchewan,

WITNESSETH THAT Brad & Phyllis Stroud are the
owners of the property located as follows: Pt. SW-9-26-4-W2nd,
comprising 32.9 acres of land.

AND WHEREAS the above described land is not subdivided into lots but is used exclusively for
farming purposes:

IT IS AGREED THAT:

1. While the said property remains or continues to be so used for farming purposes, that the City of Yorkton will place thereon a fixed valuation of \$ 177,530 for the purposes of assessment at the following rates;

(a) Agricultural

a. Land Fair Value	15,800	Land Taxable Value	8,690
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(b) Residential

a. Land Fair Value	7,000	Land Taxable Value	4,900
b. Building Fair Value	154,730	Building Taxable Value	108,310

2. That the rate of taxation payable by cheque or cash or debit while such Agreement is operative shall be based upon such fixed value;

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3. This Agreement shall not cover a longer period than five (5) years, being from 2013 to 2017, inclusive, or until the municipality is re-assessed, whichever occurs first.
4. The assessment of \$ 177,530 includes and applies to the land and existing residential-use improvements only.
5. This Agreement shall be terminated upon:
 - (a) the expiry of five years from the date of this Agreement;
 - (b) the owner being in breach of this Agreement;
 - (c) additional improvements are constructed on the land;
 - (d) renovations are made to existing improvements;
 - (e) the sale of parts of the land to reduce the amount of land covered by this Agreement to less than eight hectares;
 - (f) any part of the land is used for purposes other than farming;
 - (g) any part of the improvements on the land used for purposes other than farming;
 - (h) the subdivision of the land or any part of the land into lots.
6. This agreement does not include any subdivided land.
7. It is agreed that this written instrument embodies the entire Agreement of the parties hereto with regard to the matters dealt with herein and that no understanding or agreements, verbal, or otherwise, exist between the parties except as herein expressly set out.

DATED AT June 6/2013, this 6 day of June, 2013

Phyllis Stroud
(Owner)

[Signature]
(Mayor) Deputy

Brad Stroud
(Owner)

[Signature]
(City Clerk)

[Signature]
(Witness) DONNA HACKMAN.

Section 168(1)(a)

A G R E E M E N T**THIS AGREEMENT** made in duplicate

BETWEEN:

Haug Livestock Co. Ltd. of the City of Yorkton in the Province of Saskatchewan,

AND

The Municipality of the City of Yorkton in the Province of Saskatchewan,

WITNESSETH THAT Haug Livestock Co. Ltd. is the owner of the property located as follows: Pt. NE 36-25-4-W2nd, comprising 28.09 acres of land.

AND WHEREAS the above described land is not subdivided into lots but is used exclusively for farming purposes:

IT IS AGREED THAT:

1. While the said property remains or continues to be so used for farming purposes, that the City of Yorkton will place thereon a fixed valuation of \$ 121,820 for the purposes of assessment at the following rates;

(a) Agricultural

Land Fair Value	16,300	Land Taxable Value	8,965
Building Fair Value	0	Building Taxable Value	0

(b) Non-Arable

Land Fair Value	100	Land Taxable Value	40
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(c) Residential

Land Fair Value	63,600	Land Taxable Value	44,520
Building Fair Value	41,820	Building Taxable Value	29,270

2. That the rate of taxation payable by cheque or cash or debit while such Agreement is operative shall be based upon such fixed value;

3. This Agreement shall not cover a longer period than five (5) years, being from 20 13 to 20 17 , inclusive, or until the municipality is re-assessed, whichever occurs first.
4. The assessment of \$ 121,820 includes and applies to the land and existing residential use improvements only.
5. This Agreement shall be terminated upon:
 - (a) the expiry of five years from the date of this Agreement;
 - (b) the owner being in breach of this Agreement;
 - (c) additional improvements are constructed on the land;
 - (d) renovations are made to existing improvements;
 - (e) the sale of parts of the land to reduce the amount of land covered by this Agreement to less than eight hectares;
 - (f) any part of the land is used for purposes other than farming;
 - (g) any part of the improvements on the land used for purposes other than farming;
 - (h) the subdivision of the land or any part of the land into lots.
6. This agreement does not include any subdivided land.
7. It is agreed that this written instrument embodies the entire Agreement of the parties hereto with regard to the matters dealt with herein and that no understanding or agreements, verbal, or otherwise, exist between the parties except as herein expressly set out.

DATED AT Yorkton, this 6 day of June, 20 13

A.W. Heung
(Owner)

K. Maloney
(Mayor)

(Owner)

[Signature]
(City Clerk)

[Signature]
(Witness)