



**A BYLAW TO AMEND BYLAW 376/2019 KNOWN AS THE ZONING
BYLAW**

The Council of the Rural Municipality of McKillop No. 220, in the Province of Saskatchewan, enacts to amend Bylaw 376/2019 as Follows:

1. The Zoning Map referred to in **Section 7.2 – ZONING MAPS**, is amended by:
 - a. Rezoning by contract from **AR1- Agriculture/Resource 1 District to C1 – Commercial/Light Industrial District - CZ**, a portion (13.044 ha) of SW 26-22-23 W2Mer., as shown within the bold-dashed line on the plan of proposed subdivision prepared by Heather Maloney, S.L.S, of GeoVerra Inc. (revision dated June 23, 2022), attached to and forming part of this bylaw as Schedule “A”; and
 - b. Said rezoning shall be executed to any index, overview, and insert Zoning Map containing SW 26-22-23-W2Mer, and any required map legend item would be added to any affected map in a style consistent with the existing legend layout.
2. Contract Zoning Agreement is attached to and forming part of this bylaw as Schedule “B”.
3. This Bylaw Shall come into Force and take effect when approved by the Minister of Government Relations.

Read a first time on _____, 2022.

Read a second time on _____, 2023.

Read a third time and adopted on _____,2023.

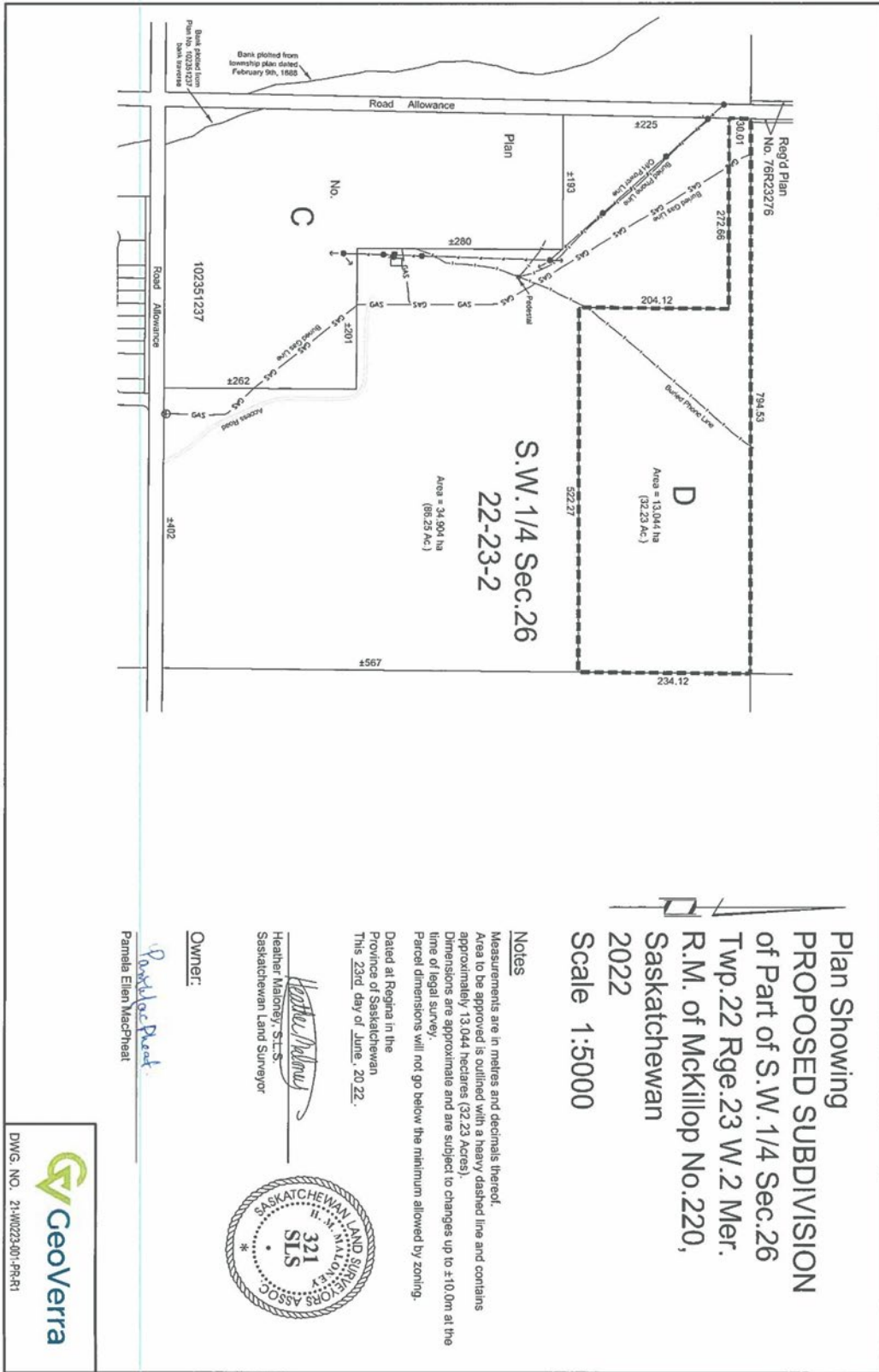
SEAL

REEVE

ADMINISTRATOR



SCHEDULE A TO BYLAW NO. 434/2022





SCHEDULE B TO BYLAW NO. 434/2022

CONTRACT ZONING AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 20__.

BETWEEN: RURAL MUNICIPALITY OF MCKILLOP NO. 220
Address: 103 Ashley Street, Bulyea, SK, S0G 0L0
A corporate municipality in the Province of Saskatchewan under
The Municipalities Act, (hereafter called the "Municipality");

AND: PAMELA MACPHEAT
Address: Box 3222, Regina, SK, S4O
3H1 (hereinafter called the "Owner");

WHEREAS at the time of making this agreement:

- a) The Owner is the registered owner of S.W. ¼, Section 26-22-23 W.2Mer. Ext. 3, being Surface Parcel 114347011 (hereinafter called the "Land");
- b) The Municipality has an approved Official Community Plan which, pursuant to Section 69 of *The Planning and Development Act, 2007* (hereinafter called the "Act"), contains guidelines respecting the entering into of agreements for the purpose of accommodating requests for the rezoning of land.
- c) The Owner has applied to rezone a portion of the Land according to a Plan of Proposed subdivision dated June 23, 2022, and signed by Heather Maloney, Saskatchewan Land Surveyor, of Geoverra (hereinafter called the "Plan"), a true copy of which is annexed to this agreement as Appendix "A";
- d) The Owner has indicated that the use of this land will be a commercial campground; and
- e) The Municipality considers it appropriate the Land be rezoned in accordance with the Municipality's Official Community Plan and Zoning Bylaw, on the condition that the Owner enter into this agreement pursuant to Section 69 of the *Planning and Development Act, 2007*.

NOW THEREFORE, in consideration of the covenants and promises contained in this Agreement and the Municipality's consent to the Plan the Parties agree as follows.

1.0 Land to be Used in Accordance with Agreement

That, upon execution of this Agreement, none of the Land shall be developed except in accordance with the terms and conditions set out in this Agreement.

2.0 Use of Land



That the use of the Land shall be restricted to the uses specified below:

2.1 Permitted Uses:

- (i) Administration Building
- (ii) Pumphouses and fill stations for water access
- (iii) Laundry Facilities
- (iv) Bathrooms
- (v) Playgrounds
- (vi) Pool and Pool house
- (vii) Parking lot(s)
- (viii) Campground Hall
- (ix) Picnic/Sun Shelters
- (x) Convenience/Confectionary Store

2.2 Discretionary Uses:

- (i) Campground
- (ii) Recreational Vehicle Park

3.0 Development Standards

3.1 The development standards applicable to the Land shall be those applicable to the C1 District with the following exceptions:

- (i) The RM's approval to initiate any of the above listed developments on the Land is valid for a period of ten (10) years from the effective date of this agreement.
- (ii) This Agreement is valid for ten (10) years; after such time the Agreement must be renewed unless the Owner requests a renewal or prior to the ten (10) year period ending.
- (iii) Each campsite must accommodate parking for two (2) vehicles.

4.0 Applicability of Zoning Bylaw

4.1 All provisions of the RM of McKillop No. 220 Zoning Bylaw No. 376/2019, as amended to the date of signing, shall apply to this Land.

4.2 All words or phrases used in this Agreement which are defined in Zoning Bylaw No. 376/2019 shall have the meaning ascribed to it in the Bylaw.

5.0 Effective Date of Agreement

This agreement shall not take effect until:

5.1 The Bylaw adopting this Agreement and rezoning the Land comes into force; and

5.2 This Agreement is registered by the Municipality, by way of an Interest against the title



to the Land.

6.0 Use Contrary to Agreement

- 6.1** The Council of the Municipality may declare this Agreement void where any of the Land or buildings thereon are developed or used in a manner which is contrary to the provisions of this Agreement,
- 6.2** If this Agreement is declared void by the Council of the Municipality, or is otherwise terminated, the Municipality shall not, by reason thereof, be liable to the Owner or any other person for any compensation, reimbursement or damages on account of loss or profit, or any account of expenditures, or any other account whatsoever in connection with the Lane.
- 6.3** If this Agreement is declared void by the Council of the Municipality, the Land will revert to the AR1 district as per Section 69(8) of the Act.

7.0 Amendment of Agreement

- 7.1** Pursuant to Section 69(2) of the Act, the Municipality may, on application by the Owner or any subsequent owner of the Land:
- (i) Vary this Agreement
 - (ii) Enter into a new agreement; or
 - (iii) Extend any time limit established in this Agreement

8.0 Performance Bond/Security

- 8.1** Security will be obtained through the Service Agreement.

9.0 GENERAL PROVISIONS

- 9.1** Any notice to the other party shall be sufficiently served if sent by prepaid registered mail to the parties as follows:

The Municipality:
RURAL MUNICIPALITY OF MCKILLOP NO. 220
103 Ashley Street Bulyea, SK,
S0G 0L0

The Owner:
PAMELA MACPHEAT
Box 3222
Regina, SK, S4O 3H1

- 9.2** Municipality shall mean any person authorized to act on behalf of the Municipality including any person hired by the Municipality.



- 9.3 This agreement shall run with the Land and shall be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.
- 9.4 The Municipality will register an Interest based on this agreement against the title to the Land in the Land Titles Registry, pursuant to section 69(3) of the Act.
- 9.5 This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.
- 9.6 If any provision of this agreement is found to be invalid, void or unenforceable, it is the intention of the parties that the remainder of the agreement shall remain in full force.
- 9.7 This Agreement shall be governed and interpreted in accordance with the laws of the Province of Saskatchewan.
- 9.8 Departure from or waiver of the terms of this Agreement shall not be deemed to authorize any prior or subsequent departure or waiver of the terms of this Agreement and the Municipality shall not be obligated to suffer any continued departure or grant further waiver(s) of the terms of this Agreement.
- 9.9 Any sale, lease or other disposition or encumbrance of the Land or part thereof shall be made subject to the provisions of this Agreement.

In witness whereof the parties hereto have executed this agreement as of the day and year first above written.

The RM of McKillop No. 220

Per: _____
Reeve

(SEAL)

Per: _____
Administrator

Owner

Developer

Witness



R.M. of

McKillop No. 220