

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BETWEEN: Prairie's Edge Development Corporation  
of P.O. Box 3370, Humboldt, SK, S0K 2A0  
(the "Developer")

AND: \_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_ (the "Property Owner")

**Building Specification and Development Agreement**

WHEREAS the Developer owns land at Lucien Lake, in the District of Middle Lake, Saskatchewan, and intend to develop it;

AND WHEREAS the Property Owner has entered an agreement to purchase a parcel of land at Lucien Lake from the Developer;

AND WHEREAS both parties desire that the development be an aesthetically pleasing, and sanitary development;

AND WHEREAS the Developer requires all Property Owners to comply with the building and property development specifications contained herein;

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Developer selling a lot at Lucien Lake to them, the Property Owner agrees that their ownership of the property shall be subject to the following restrictions and agrees to be bound by the terms and conditions set out herein:

1. Purpose of Building and Development Agreement

1.1 The Property Owner agrees that the purposes underlying this agreement include, but are not limited to:

- i) preservation of the natural environment as much as possible;
- ii) protection and maintenance of the market value of the property;  
and
- iii) respect for the rights of neighbouring Property Owners.

2. Utility Easements

2.1 Some properties will be subject to easements in favour of SaskPower for location of a transformer, and/ or easements in favour of SaskEnergy. The location of the transformer and which lots will be effected by easements, will not be known until SaskPower and SaskEnergy complete their design work. The Property Owner acknowledges and agrees that the lot they are purchasing may

be subject to such an easement, and that there shall be no decrease or abatement of the purchase price.

### 3. Provision of Services

3.1 At the date of execution of this Agreement, SaskPower Corporation has agreed to provide power services to the development, SaskEnergy Corporation has agreed to provide natural gas, and SaskTel Corporation has agreed to provide telephone services to the development. The Developer makes no representations or warranties that such services will be available from the utility service providers indefinitely.

3.2 The purchase price of the lot includes power, natural gas, and telephone utility service. Electrical, gas and telephone services will be delivered to the property line by October 31, 2009, or sooner, as the Developer in its sole discretion determines.

3.3 At the date of execution of this Agreement, the Rural Municipality of Three Lakes #400 has agreed to provide gravel road maintenance. The Developer makes no representations or warranties that such services will be provided indefinitely.

3.4 The Property Owner bears sole responsibility for all costs associated with the construction of an access road ("Driveway") to their lot, and the installation of any culverts that may be required in such a Driveway, to municipal standards.

### 4. Further Sub-Division of Lots Prohibited

4.1 All Property Owners are expressly prohibited from undertaking any further sub-division of their lot. However, the Developer maintains the right to develop additional lots in the area.

### 5. Building Construction

5.1 There shall be no more than one dwelling constructed on each lot. Multiple dwellings on a single lot are expressly prohibited.

5.2 All dwellings constructed, erected, or placed on lots must meet the following construction guidelines:

- (a) Must be a minimum of 800 square feet, of usable floor space on either one or two floors, not including garage, deck, patio, and sunroom.
- (b) Must be of new construction. Modular homes and RTMs are permissible.
- (c) Mobile home trailers, manufactured homes, and park model homes are strictly prohibited.

- (d) Must be sided with one of the following permissible materials: vinyl, rock, wood, stucco, or brick. Metal or asphalt siding are not permitted.
- (e) May be roofed with any of the following materials: asphalt, metal, clay tiles, cedar shakes or cedar shingles.
- (f) Must have eavestroughs and downspouts.

5.3 The exterior of all buildings erected on the Lot must be completed within twelve (12) months of the commencement of the building project.

5.4 Travel trailers, motor homes, motorized campers, and park model homes are permissible for temporary use, for a period not exceeding 36 months from the date of purchase of the Lot. Travel trailers, motor homes, motorized campers, park model homes and the like, may not be skirted in or otherwise affixed for permanent use.

5.5 The maximum height of any building constructed, erected, or placed on the property must not exceed 10.5 metres at its peak.

## 6. Setback Requirements

6.1 All buildings constructed on the property must comply with the following setback requirements. Setbacks will be measured from the portion of the building located closest to the edge of the property:

- a. Minimum setback from rear lot boundary of 5 metres.
- b. Minimum setback from sideyard of 2 metres.
- c. Roof overhangs must be a minimum of 1 metre from sideyard.
- d. Lakefront lots have a minimum set back of 2 metres from the lot boundary on the lakefront side of the property.

## 7. Preservation of Vegetation

7.1 The Property Owner is expressly prohibited from clearing any vegetation outside the boundaries of their lot, whether in the Environmental reserve area, the neighbouring property, or elsewhere.

## 8. Environmental Reserve and Lakeshore areas

8.1 Property Owners do not own any land outside the boundaries of their lot, and have no proprietary rights with respect to the same. The Property Owner specifically agrees as follows:

- (a) Under *The Planning and Development Act 1983*, Environmental Reserves must be left in their natural state in accordance with the directives of the Department of Community Planning. Any development or clearing of trees in the Environmental Reserve area is the responsibility of the Rural Municipality of Three Lakes No. #400.
- (b) Property Owners do not own the land between the edge of their lot and the lakeshore. Any development of the foreshore is the responsibility of S.E.R.M. and the Department of Saskatchewan Agriculture and Food.

8.2 Property Owners must be aware of, and comply with all applicable statutes, rules, and regulations in regard to the Environmental Reserve areas, and the construction of docks.

## 9. Sanitation Requirements

9.1 The Property Owner will be responsible to supply water to their dwelling. All dwellings must have either an internal holding tank, or a buried cistern, supplying potable water.

9.2 The Property Owner is responsible for their own grey and sewage water disposal and agree to follow all Federal, Provincial, Municipal, and Regional regulations with respect to the same, including, but not limited to *The Saskatchewan Pollution & Drainage Regulations*, and *The Shoreland Pollution Control Regulations*.

9.3 The Property Owner further agrees that it will comply with all rules and regulations set out by the Saskatoon Health Region in regard to waste management and any other subject, and any further regulations or rules declared by any Federal, Provincial, Municipal, or regulatory body after the date of execution of this Agreement.

9.4 The Property Owner acknowledges and agrees that pursuant to the by-laws of the Rural Municipality of Three Lakes No. #400, waste water disposal must be handled by a licensed operator and dumped in a licensed facility.

9.5 No septic field pumpouts are permitted.

9.6 All plumbing and sewage systems require a permit and inspection from the Saskatoon Health Region.

9.7 Property Owners agree that neither the Developer nor the Rural Municipality of Three Lakes are responsible to provide for the disposal of the Property Owner's garbage.

9.8 The Property Owner is responsible for removal of their household waste and garbage disposal. Construction garbage must be removed from the property on a monthly basis. The Property Owner shall abide by all other garbage disposal regulations imposed by the Rural Municipality of Three Lakes.

9.9 Property Owners are advised that garbage disposal services may be contracted for with REACT Waste Management by either individual lot owners, or as a collective of lot owners, by the Property Owners purchasing or leasing a designated disposal dumpster and paying REACT the prescribed fees for emptying of the dumpster on a scheduled basis. Property Owners are advised to contact REACT directly to enquire about the provision of such services. Alternately, Property Owners may haul their garbage to any REACT transfer station during public hours of operation.

## 10. Compliance With Laws

10.1 The Property Owner understands that the terms and conditions set out herein are a minimum and the Property Owner must comply with all applicable Federal, Provincial, and Municipal building codes and zoning regulations, and all applicable regulations from any other governing body or authority.

10.2 The Property Owner must comply with all applicable Federal and Provincial environmental laws and regulations.

10.3 The Property Owner must comply with all sanitary, health or other building conditions imposed by the Department of Community Planning whether set out herein, or declared at a later date.

10.4 The Developer will not be held liable and is absolved from any responsibility for the breach of any Federal, Provincial, or Municipal statute, regulation, bylaws, policies, or building requirements by any Property Owner.

## 11. Agreement to Run with the Land

11.1 The Property Owner understands that this agreement constitutes a restrictive covenant and is binding on their heirs, executors and assigns, and that the agreement shall bind all subsequent purchasers. The Property Owner expressly acknowledges that it has been made aware that an Agreement containing terms identical or substantially identical to those herein will be registered against Title to the Lot, for the protection of the Property Owner and other lot owners in the subdivision being developed by the Developer. The Developer shall bear all Land Titles and legal fees associated with registration of such an Agreement.

## 12. Miscellaneous

12.1 This agreement shall be governed by the laws of the Province of Saskatchewan.

12.2 The parties hereto agree to execute all further documents necessary to give effect to this agreement.

12.3 Time shall be of the essence.

IN WITNESS WHEREOF the Developer, Prairie's Edge Development Corporation, has hereunto set affixed its seal, attested to by the proper signing officer in that regard, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Prairie's Edge Development Corporation

Per: \_\_\_\_\_

IN WITNESS WHEREOF the Purchaser, \_\_\_\_\_, has hereunto set his/her hand and seal this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

SIGNED, SEALED AND DELIVERED )  
in the presence of )  
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\_\_\_\_\_  
Witness