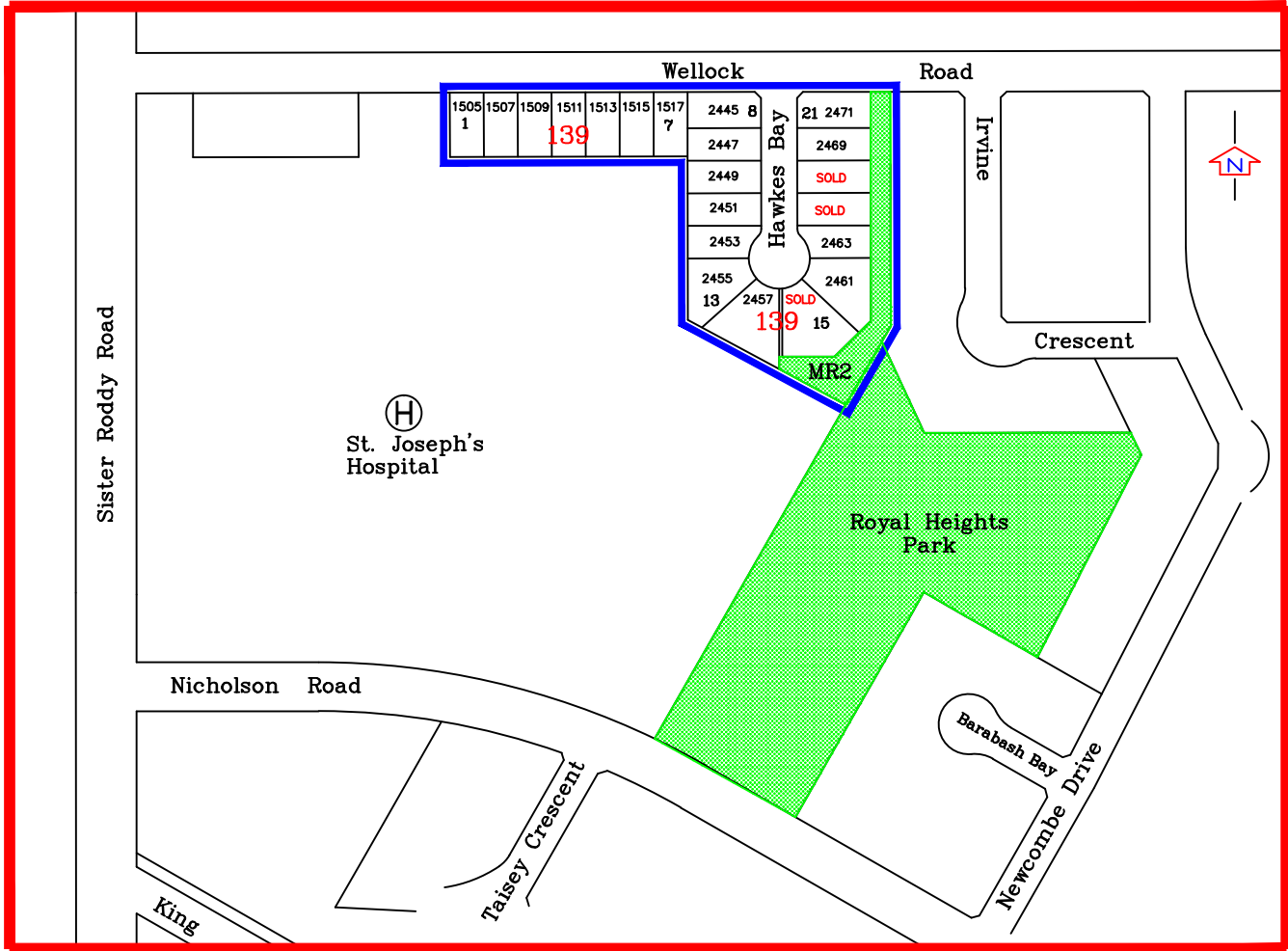




ROYAL HEIGHTS: PHASE 3-2014

21~SINGLE~FAMILY RESIDENTIAL LOT SUBDIVISION

Wellock Road/Hawkes Bay



INFORMATION PACKAGE RESPECTING LOT SALES POLICY, PURCHASE PRICES, DEVELOPMENT REQUIREMENTS & RESTRICTIONS
SEPTEMBER 2015

Contact

City of Estevan
Land Development Services
1102 Fourth Street
Estevan, Saskatchewan
S4A 0W7

tel: (306)634-1821
fax: (306)636-2199
email: rdenys@estevan.ca



CITY OF ESTEVAN



ROYAL HEIGHTS-PHASE 3

- The City of Estevan will have available for purchase in July 2014, 21 Single-family Residential lots in the Royal Heights Neighborhood. 7 Lots are fronting Wellock Road and 14 lots are within the culd-e-sac, fronting Hawkes Bay.
- **Lot sales will commence on Tuesday, July 8, 2014, at 8:30 am in the Land Development Office, City Hall.** The lots will be sold on a first come first serve basis and sales will be restricted to one lot per customer up until 60 days after the initial offering date at which time remaining lots may be multi-purchased.
- All lots are zoned ***Residential low density-single detached (R1) zone*** and allow for the development of stick built Single-detached Residential dwellings (*RTM's, pre-fabricated and/or modular homes are not permitted*). Secondary suites are discretionary uses and are only permitted subject to obtaining City Council approval (*refer to Zoning bylaw provisions which apply*).
- Residential dwellings will further be subject to Architectural Design Guidelines/Controls prepared by the City and all Purchasers/Developers will be required to conform with such guidelines.
- Site development requirements for principle and accessory buildings are outlined in the *City of Estevan Zoning Bylaw #2010-1834*.
- All lots sales are subject to the terms, conditions and requirements of a lot purchase option agreement prepared by the City. Requirements include:
 - *Either:* a 12 month option period with a 50% down payment or 9 month option period with a 25% down payment, with full lot payment to be made upon completion of the house basement foundation, and prior to the expiry of the option date.
 - Building construction, including all site works, grading and landscaping to be completed within 2 years of the building permit issuance date failing which escalating penalties will be applied based on \$100.00 for first 3 months of incomplete work, \$200.00 for second three months of incomplete work, \$300.00 for third three months of incomplete work and \$400.00 for each consecutive month thereafter until all work is complete.
- Joint utility and drainage easements are registered along the back of lots 1 through 14, and the restrictions of the easements will apply. No rear access is available to the backyards of any of the lots.

Persons interested in purchasing a lot are advised to review this public information package and lot purchase option agreement in its entirety.

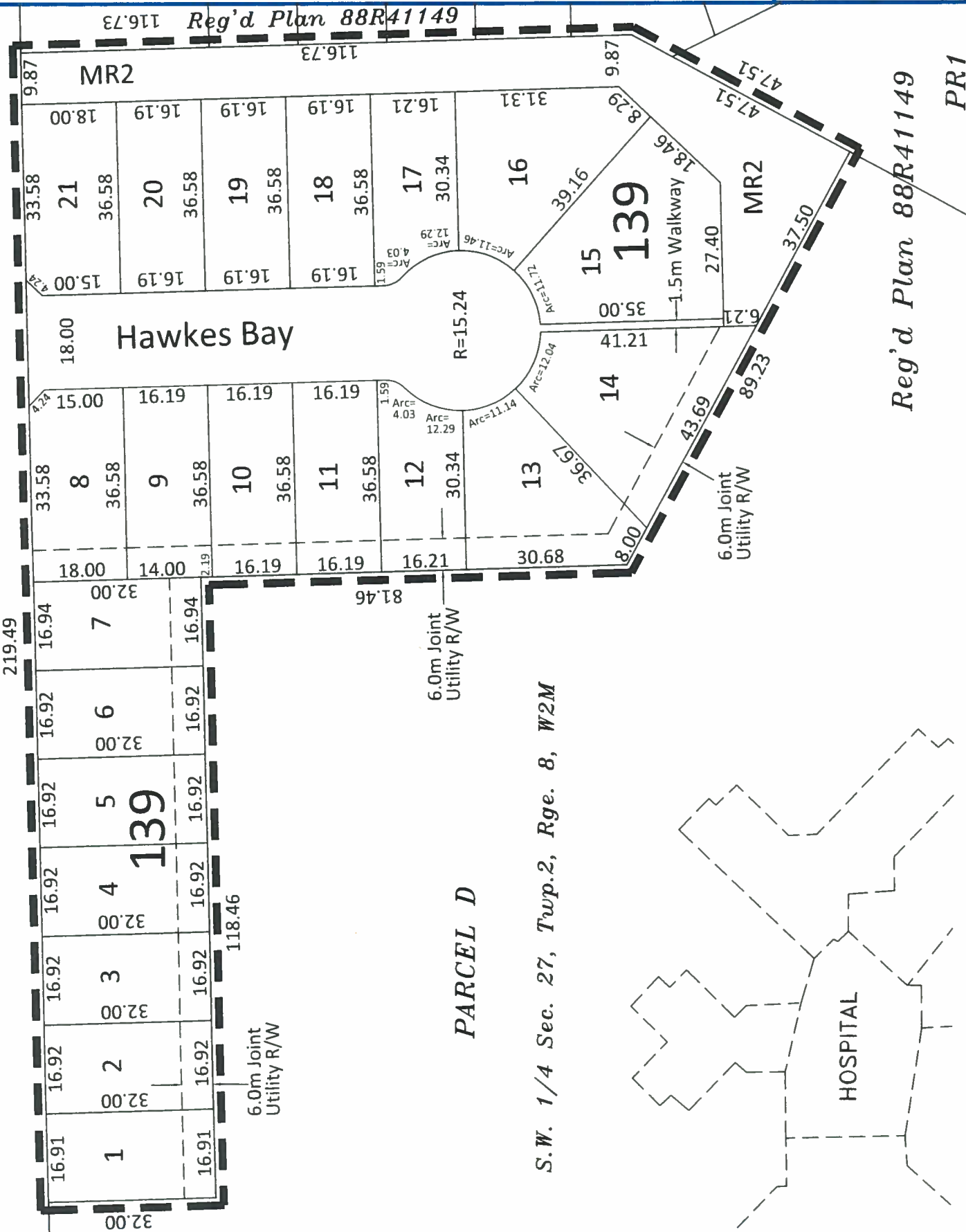
Any questions can be directed to Rob Denys, PPS MCIP, Land Development Services Manager, (306) 634-1821 or email: rdenys@estevan.ca

Efficiency, Effectiveness, Excellence

N.W. 1/4 Sec. 27, Twp.2, Rge. 8, W2M

Plan of Proposed Subdivision
 Block F, Reg'd Plan No.00SE01859-Ext.2
 S.W. 1/4 Sec. 27, Twp.2, Rge. 8, W2M
 Estevan, Saskatchewan

Welllock Road (undeveloped)



By:
 City of Estevan



Distances are in meters and decimals thereof.
 Area Referred to is outlined by a bold dashed line and contains
 1.752 Hectares (4.33 acres), more or less

Areas:
 Municipal Reserve = +-2099.82sqm [11.98% Dedication]
 Street Right of Way= +-1972.68sqm
 Walkway= +-52.50sqm
 Lot Area= +-12.195.97sqm
 Lot Density= 7 lots/acre [Est.Pop Density: 52 persons]

Prepared this 15th day of March, 2011, By:

R.J. Denys, PPS MCIP
 Professional Community Planner
 City of Estevan



Registered Owner: CITY OF ESTEVAN

UPDATES/REVISIONS

March 24-11 Dimensional Correction-Lot 14
 July 14-11 Add Street Name



CITY OF ESTEVAN
 The Subdivision Shown within the Bold-Dashed Line Hereon is Hereby APPROVED as per the Accompanying Notice of Decision.
 Mayor
 City Manager
 Valid from AUG 09 2011 for 24 months

Reg'd Plan 88R41149



PR1

Scale 1:1000

FILE NO: U-173-11-E

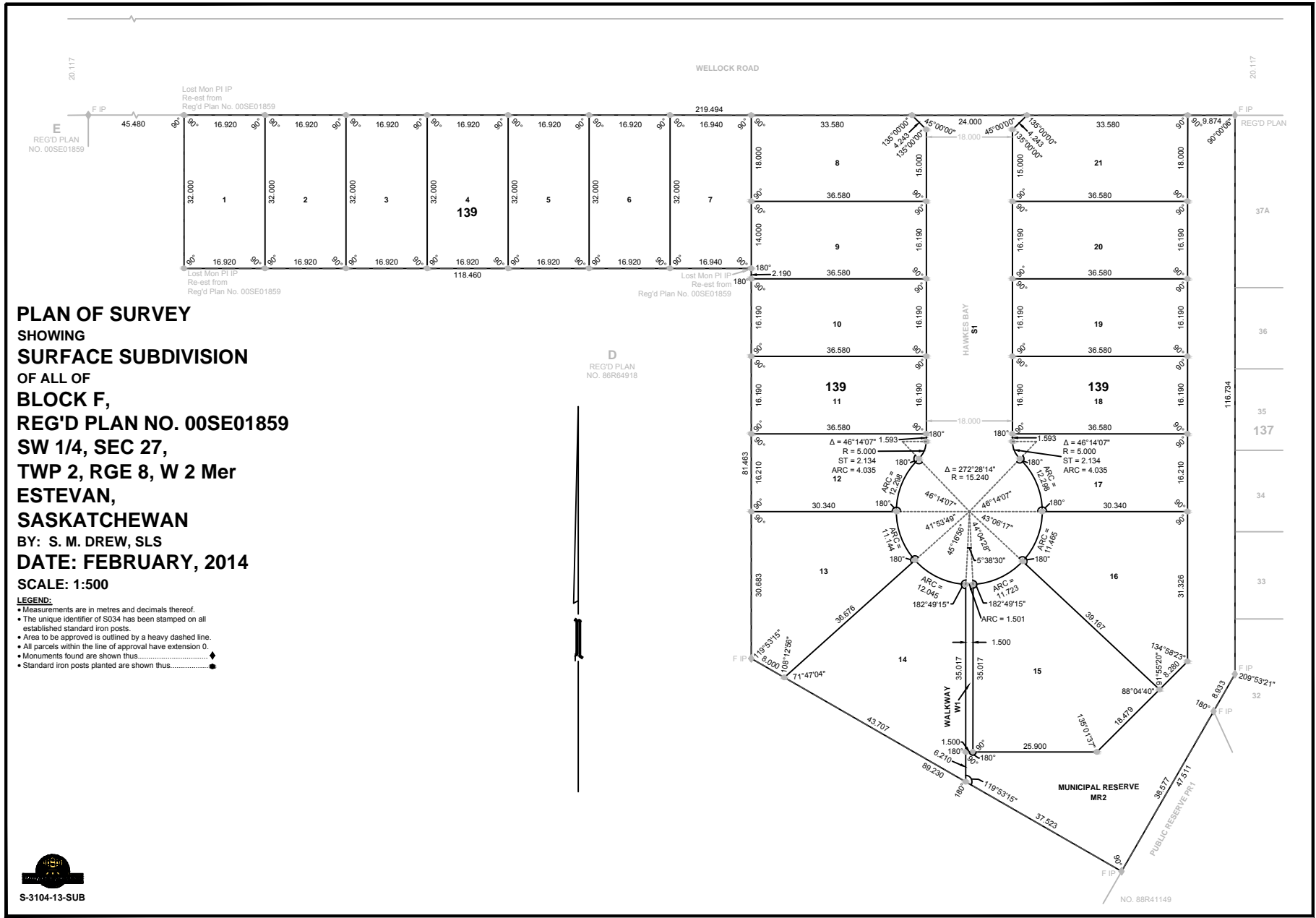
ROYAL HEIGHTS PHASE 3-Parcel Pricing Schedule										
LAND DEVELOPMENT SERVICES- June 2014										
UPDATE SEPTEMBER 25, 2015								m @7.3 offset		
Civic Address	Lot #	Block #	Plan #	Zoning	Lot Area (Sqm)	Lot Area (HA)	Lot Frontage meters	Lot Frontage (Adjusted)	Selling Price	
1505 Wellock Road	1	139	102154069	R1	541.44	0.0541	16.92	16.92	\$103,000.00	
1507 Wellock Road	2	139	102154069	R1	541.44	0.0541	16.92	16.92	\$103,000.00	
1509 Wellock Road	3	139	102154069	R1	541.44	0.0541	16.92	16.92	\$103,000.00	
1511 Wellock Road	4	139	102154069	R1	541.44	0.0541	16.92	16.92	\$103,000.00	
1513 Wellock Road	5	139	102154069	R1	541.44	0.0541	16.92	16.92	\$103,000.00	
1515 Wellock Road	6	139	102154069	R1	541.44	0.0541	16.92	16.92	\$103,000.00	
1517 Wellock Road	7	139	102154069	R1	542.08	0.0542	16.94	16.94	\$103,000.00	
2445 Hawkes Bay	8	139	102154069	R1	653.94	0.0653	18.00	18.00	\$107,000.00	
2447 Hawkes Bay	9	139	102154069	R1	592.23	0.0592	16.19	16.19	\$108,000.00	
2449 Hawkes Bay	10	139	102154069	R1	592.23	0.0592	16.19	16.19	\$108,000.00	
2451 Hawkes Bay	11	139	102154069	R1	592.23	0.0592	16.19	16.19	\$108,000.00	
2453 Hawkes Bay	12	139	102154069	R1	538.44	0.0538	17.93	16.21	\$104,000.00	
2455 Hawkes Bay	13	139	102154069	R1	811.64	0.0811	11.14	17.26	\$122,000.00	
2457 Hawkes Bay	14	139	102154069	R1	961.31	0.0961	12.05	19.30	\$133,000.00	
2459 Hawkes Bay	15	139	102154069	R1	1050.69	0.1050	11.72	18.73	\$139,000.00	SOLD
2461 Hawkes Bay	16	139	102154069	R1	851.80	0.0851	11.47	17.81	\$126,000.00	
2463 Hawkes Bay	17	139	102154069	R1	538.44	0.0538	17.93	16.21	\$103,000.00	
2465 Hawkes Bay	18	139	102154069	R1	592.23	0.0592	16.19	16.19	\$108,000.00	SOLD
2467 Hawkes Bay	19	139	102154069	R1	592.23	0.0592	16.19	16.19	\$108,000.00	SOLD
2469 Hawkes Bay	20	139	102154069	R1	592.23	0.0592	16.19	16.19	\$108,000.00	
2471 Hawkes Bay	21	139	102154069	R1	653.94	0.0653	18.00	18.00	\$107,000.00	
GST IS IN ADDITION TO THE ABOVE NOTED PRICES										

**PLAN OF SURVEY
SHOWING
SURFACE SUBDIVISION
OF ALL OF
BLOCK F,
REG'D PLAN NO. 00SE01859
SW 1/4, SEC 27,
TWP 2, RGE 8, W 2 Mer
ESTEVAN,
SASKATCHEWAN
BY: S. M. DREW, SLS
DATE: FEBRUARY, 2014
SCALE: 1:500**

- LEGEND:**
- Measurements are in metres and decimals thereof.
 - The unique identifier of S034 has been stamped on all established standard iron posts.
 - Area to be approved is outlined by a heavy dashed line.
 - All parcels within the line of approval have extension 0.
 - Monuments found are shown thus: 
 - Standard iron posts planted are shown thus: 



S-3104-13-SUB



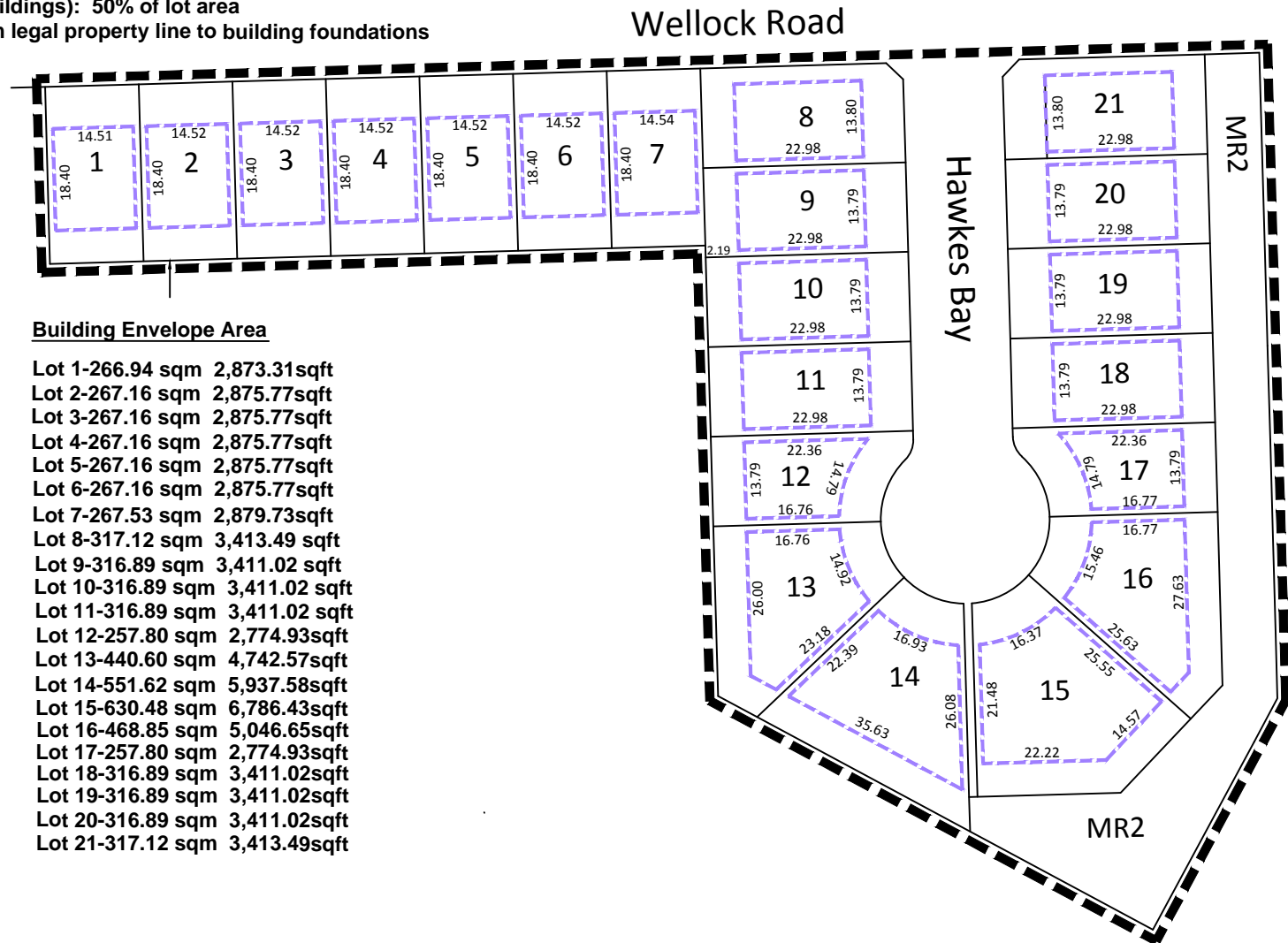
S-3104-13-SUB

PLAN SHOWING ALLOWABLE BUILDING ENVELOPE

ROYAL HEIGHTS-PHASE 3: [Residential Low Density-Single detached(R1)]

SW1/4 SECTION 27-Twp.2-Rge.8-W2M-Estevan, SK

- *Building(s) must be constructed within the boundaries of the dashed lines -----
- *All Dimensioning shown in meters is approximate and must be verified.
- *Minimum Front Setback: 7.6 meters (25 feet)
- *Minimum Rear Setback: 6.0 meters (20 feet)
- *Minimum Side Yard: 1.2 meters (4 feet) [Max. allowable 7% unprotected openings]
- *Minimum Side Yard Flanking Street [corner lots]: 3.0 meters (10 feet)
- *Maximum Site Coverage (by buildings): 50% of lot area
- *All setbacks are measured from legal property line to building foundations



Building Envelope Area

Lot 1-266.94 sqm	2,873.31sqft
Lot 2-267.16 sqm	2,875.77sqft
Lot 3-267.16 sqm	2,875.77sqft
Lot 4-267.16 sqm	2,875.77sqft
Lot 5-267.16 sqm	2,875.77sqft
Lot 6-267.16 sqm	2,875.77sqft
Lot 7-267.53 sqm	2,879.73sqft
Lot 8-317.12 sqm	3,413.49 sqft
Lot 9-316.89 sqm	3,411.02 sqft
Lot 10-316.89 sqm	3,411.02 sqft
Lot 11-316.89 sqm	3,411.02 sqft
Lot 12-257.80 sqm	2,774.93sqft
Lot 13-440.60 sqm	4,742.57sqft
Lot 14-551.62 sqm	5,937.58sqft
Lot 15-630.48 sqm	6,786.43sqft
Lot 16-468.85 sqm	5,046.65sqft
Lot 17-257.80 sqm	2,774.93sqft
Lot 18-316.89 sqm	3,411.02sqft
Lot 19-316.89 sqm	3,411.02sqft
Lot 20-316.89 sqm	3,411.02sqft
Lot 21-317.12 sqm	3,413.49sqft

**UTILITY EASEMENT, DRAINAGE RIGHT OF WAY AND
RESTRICTIVE COVENANT**

This Agreement entered into this _____ day of _____, 2014

BETWEEN:

THE CITY OF ESTEVAN, a municipal corporation having its office at 1102 Fourth Street, Estevan, Saskatchewan, S4A 0W7

(hereinafter called the "**Grantor**")

-and-

THE CITY OF ESTEVAN, a municipal corporation, having its office at 1102 Fourth Street, Estevan, Saskatchewan, S4A 0W7;

(hereinafter called the "**Grantee**")

WHEREAS the Grantor is registered owner of property legally described as:

**Lots 1 through 14, Block 139
Plan No.1021154069
Estevan, Saskatchewan**

(hereinafter called the "**said land**")

AND WHEREAS, the Grantee is desirous of providing a right of way for franchise utilities as well as provisions for overland drainage across the said land for the benefit of the said land;

NOW THEREFORE, subject to the terms and conditions herein contained:

1. The Grantor as registered owner of the said land does for itself and it's successors in title and assigns hereby covenant and agree to unconditionally grant unto the Grantee an easement in perpetuity described as;

"All that portion of the said land shown as a Utility right-of-way on Plan No. 102155969". (hereinafter referred to as '*Right of way*' and further shown on the attached plan marked Appendix "A")

for the following rights and privileges in, under, over, across, and through the Right-of-way;

- a) To construct, operate, inspect, and maintain franchise utilities above and below ground including gas, power, telephone, and co-axial service.
- b) to inspect, maintain, and/or restore any grade elevations required or necessary for the conveyance of overland drainage through the said Right-of-way.
- c) To alter the surface grades within the Right-of-way to ensure the surface grades conform to the final lot design grades approved by the City of Estevan in the Grantor's subdivision grade design plan;
- d) To have unrestricted free access to the Right-of-way in order to exercise any of the rights herein granted.

2. The Grantor covenants and agrees for itself and its successors in title and assigns, that, with respect to the said Right-of-way, the Grantor shall not;
 - a) build, construct, place, erect, maintain or permit to be built, constructed, placed, erected or maintained in the right of way any building or structure that would prevent, block, restrict, alter, or in any way interfere with overland drainage along the right-of-way or negatively impact on the operation, construction, maintenance, replacement or repair of any drainage or utility works within the easement.
 - b) Cause, alter or permit to be caused or altered any deviation from the surface grades approved by the City of Estevan in the subdivision grade design plan;
 - c) Plant, grow, install or maintain in the right-of-way any trees, shrubs, fences or landscaping works which would or could block, prevent, restrict, or interfere with overland drainage or constructed utility works within the right-of-way.
 - d) Cause or permit any interference with, alteration to, removal of, or damage to the overland drainage system or utility works constructed within the right-of-way.
3. Any and all respective successors in title to the said land, at their sole responsibility, cost and expense, shall provide for and ensure proper overland drainage is maintained along the right-of-way extending across the said land.
4.
 - a) In the event a respective Successor-in-title of the said land is in violation as noted in clause 2 above, or otherwise fails or neglects to ensure proper overland drainage is maintained along the right of way extending across the said land as described in clause 3 above, the Grantee shall have the right (but not the obligation) to enter upon the said right of-way and remedy the default and charge the cost of such remediation to the property owner. Where remediation costs are not paid to the Grantee upon demand, the costs shall be added to and thereby form part of the taxes on the said land.
 - b) In the event the Grantee has entered the right-of-way and undertook to remediate the default pursuant to clause 4a) above, the Grantee shall have no responsibility or cost obligations to restore any land, building or structure which as a result of being within the right-of-way may be adversely affected by the remediation work required to be undertaken within the right-of-way.
5. Any and all respective successors-in-title of the said land shall hereby indemnify and save harmless the Grantee against all actions, causes of actions, claims, suits, or demands which may be brought against the Grantee by reason of any damage caused to adjacent property resulting from the inaction of the successor in title to provide for proper overland drainage across the right of way, or damage caused to any land, building or structure within the right-of-way resulting from any actions taken by the Grantee to remediate drainage along the right-of-way.
6. It is acknowledged and understood that the Grantor has been granted a drainage easement along the right-of-way to which SaskPower, SaskEnergy, and Sasktel may have registered an electrical, telephone and gas service easement. Notwithstanding any of the requirements and conditions herein provided for, it is understood that the Grantor and Grantee and/or its successors in title shall not alter or interfere with Saskpower's, SaskEnergy's and Sasktel rights and obligations therein granted.

7. The easement, covenants, restrictions, and conditions herein contained are and shall be deemed to bind the said land and shall be protected by interest registered to the titles of the effected lands and the Grantee shall be entitled to enforce the provisions against any and all subsequent owners of the said land.

IN WITNESS WHEREOF, the Grantor and Grantee by its proper officers appointed for the purpose, signed its name and affixed its seal the day first above written.

GRANTOR-CITY OF ESTEVAN

MAYOR ROY LUDWIG

JUDY PILLOUD, CITY CLERK

‘seal’

GRANTEE-CITY OF ESTEVAN

MAYOR ROY LUDWIG

JUDY PILLOUD, CITY CLERK



CITY OF ESTEVAN



ROYAL HEIGHTS-PHASE 3 (June 2014): 'ARCHITECTURAL CONTROLS & DESIGN GUIDELINES'

Royal Heights Phase 3 is a City developed Residential Single detached 21 lot subdivision bordering Wellock Road within the Royal Heights neighborhood. The purpose of these guidelines is to ensure that housing is developed in a cohesive manner, consistent in quality and compatible with surrounding residential dwellings in the neighborhood. The requirements of the guidelines will protect the interest of all homeowners in the area and the overall look and feel of the subdivision. The City of Estevan is solely responsible for determining what is compatible within the framework of these guidelines and the guidelines will further form part of the lot purchase agreement and will carry forward as a Restrictive Covenant registered on the lot title.

General

- Owners and Builders are responsible for submitting plans to clearly show all proposed features outlined in these guidelines. Meeting these guidelines does however in no way supersede any of the City of Estevan approval processes or other regulatory requirements of the purchase agreement, Zoning Bylaw, Building Bylaw and/or requirements of the National Building and/or other Codes.

Dwelling Type

- All houses shall be Single-family detached bungalow, bi-level, split level or two storey dwellings with attached garages constructed concurrently with the dwelling. Accessory buildings are permitted as long as they are consistent with color and schematics of the principle building. An accessory/secondary [dwelling] suite may be permitted as a discretionary use subject to application procedures and zoning requirements governing such developments.
- All houses must be stick built on site and RTM's, Manufactured/pre-assembled residential dwellings of any type, are not permitted.

Minimum Square Footage/Building Footprint

- The minimum square footage of the above grade habitable floor area (not including porches/decks, basements, garages [except for rooms above]) shall be 111.5 sqm (1,200 sq ft) above grade.

Overall Design

- The overall architectural design of the dwelling and how it is situated on the site should foster a compatible and positive relationship with the neighborhood as well as with the scale and character of existing surrounding developments.
- All houses are required to have either a front or side attached double-bay garages which must be constructed concurrently with the dwelling, and must be designed to reflect the character of the dwelling

including the use of the same façade materials used in the dwelling. Driveways shall be hard-surfaced with asphalt or concrete. Access to the rear yard from the back of the lots is prohibited.

Aesthetics

- *Dwelling Facade*

- Building front façade may include brick, cultured stone, stucco or a combination of these items. Vinyl is prohibited unless specific type of product is approved by Council.
- Front façade build-outs (i.e. bay/box type windows), projections or appreciable architectural detailing are to be provided to the satisfaction of the City in order to avoid unarticulated building facades with continuous flat wall surfaces. Use of window grills, shutters, lintels, recessed entrances, arches/columns, balconies are encouraged.
- Acceptable colors are natural earth hues and muted pastels of brown, red, green, grey, blue or purple for the main body of the house. No bright colors will be approved.

- *Roofs*

- A variety of roof lines and designs will be allowed provided they are pitched or sloping and integrate well into the overall house appearance. Variations in roof pitch or height of roof planes are encouraged to avoid monotony and create visual interest. Dwellings shall have a minimum 4 in 12 roof pitch and minimum 24 inch eave overhang.
- Asphalt shingles in earth tone colors, grey, brown and black are permitted in addition to clay tile, cedar or pine shakes in stained or natural color. Bright colors are prohibited. Metal roofing is prohibited unless specific type of product is approved by Council.

- *Floor Elevation*

- Buildings (main) floor elevation shall be no less than 0.92 meters (3 feet) and no more than 1.52 meters (5 feet) above the Buildings finished landscape grade.

In addition to the above, all other requirements of the Purchase agreement shall be complied with.

All House plans must be submitted to Land Development Services, City of Estevan, 1102 Fourth Street, Estevan, Saskatchewan, for approval prior to submission for a building permit. Submissions must include one (1) full set of drawings including site plan, elevation drawings showing architectural/exterior details, finishing works and complete color schedule.

THESE GUIDELINES HAVE BEEN APPROVED BY CITY COUNCIL

DATE: _____

City of Estevan
LOT PURCHASE/OPTION AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS DAY OF ,2014.

BETWEEN:

THE CITY OF ESTEVAN, a Municipal Corporation having its office at 1102 Fourth Street, Estevan, Saskatchewan, S4A 0W7;
(hereinafter called '*the Vendor*')

OF THE FIRST PART

-and-

(hereinafter called '*the Purchaser*')

OF THE SECOND PART

WHEREAS, the Vendor is the registered owner of the following land legally described as:

Lot: #
Block: #
Registered Plan: #
Estevan, Saskatchewan

Civic Address: _____
In the Royal Heights Phase 3 Subdivision

(hereinafter called "*the said land*")

AND WHEREAS, the Vendor has agreed to grant an option to the Purchaser to purchase the said land subject to the terms and conditions herein contained;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows;

1. The Vendor in consideration of the sum of;

_____ (\$_____.00) **DOLLARS** [Either 25% or 50% of the purchase price less G.S.T.] paid by the Purchaser to the Vendor (hereinafter called the '*option price*') receipt of which is hereby acknowledged by the Vendor, hereby grants unto the Purchaser the sole and exclusive option, for a period of (**nine (9) or twelve (12) calendar months**) (hereinafter called the '*option period*') to be computed from the date hereof, to purchase the said land for a total sum of _____ (\$_____) **DOLLARS** plus **G.S.T.**, (hereinafter called the '*purchase price*'), payable as hereinafter provided.

2. In the event that the Purchaser elects to purchase the said land, the following provisions herein contained shall apply;

a) The Purchaser shall deposit the purchase price of:

_____ (\$_____) **DOLLARS** plus **G.S.T.**, less the amount of the option price pursuant to article 1 above, with the Vendor, prior to the expiry of the option period, **or**, upon completion of the dwelling basement foundation, whichever comes first.

b) It is understood and agreed that the lot purchase option is conditional to the purchaser commencing construction of a residential dwelling on the lot within the nine or twelve month option period failing which the option to purchase shall terminate. Land speculation, defined as a lot purchase for the express purpose of reselling the lot to another buyer at a profit, without constructing a dwelling **is strictly prohibited**.

c) Residential dwelling construction including all site works, grading and landscaping shall be completed within 2 years of the issuance date of the building permit failing which escalating penalties shall be applied in accordance with the following:

- \$100.00 for first 3 months of incomplete work;
- \$200.00 for second three months of incomplete work;
- \$300.00 for third three months of incomplete work;
- \$400.00 for each consecutive month thereafter until all work is complete.

Any penalties applied shall be paid by the Purchaser forthwith, failing which the charges shall be added to and form part of the taxes for the property.

d) It is understood and agreed that during the term of the option period, the City will not transfer lot title until the lot purchase price has been paid in full, and a complete building permit application with fees is in place. Notwithstanding, where there is proof of a mortgage being obtained the City will, upon the request of the purchaser's legal solicitor, transfer title of the lot on the trust condition that the remainder of the lot price will be paid upon registration of the mortgage.

e) It is understood and agreed that the purchaser shall fully comply and abide by the Architectural Controls & Design Guidelines requirements established for the subdivision as herein set out on the attached schedule A. The purchaser further agrees that any future sale of the lot will be made subject to the controls, which will be further registered on title.

f) The Purchaser covenants and agrees to pay the following payments to the Vendor, as part of the requirements of the building permit application.

-Saskatchewan Surveyor's Real Property Report and Basement Stake out charge of \$_____ plus G.S.T. to be prepared by Midwest Surveys Inc. (this cost is valid for 20__ and only applies to the principle residential building).

-Performance deposit of \$1,500.00 the full amount of which will be refunded by the City of Estevan pending completion of the terms of development/building permits for the premises, and subject to a satisfactory final inspection by the City.

- g) The Purchaser covenants and agrees to obtain a building permit prior to commencing construction, and to build in accordance with the plan(s) and specifications submitted to and approved by the City of Estevan, in conformance with the Bylaws, Codes, Standards, Specifications, and Requirements of the City of Estevan, and any other authorities having jurisdiction. The Purchaser further agrees to comply with any and all site grading/drainage and zoning requirements.
 - h) The Purchaser shall be responsible and agrees to pay the City of Estevan, any and all costs for damage incurred to public property resulting from the development of the said land by the Purchaser and/or his contractor, including damage to property pines, curb boxes, sidewalks, curbs, pavement, utilities and other surface improvements abutting the said land.
 - i) Provided the Purchaser shall perform the covenants, agreements, and stipulations herein contained, the Vendor covenants and agrees to convey to the Purchaser the said land by a transfer under the Land Title Act, subject to the conditions and reservations contained in the original grant from the Crown and in the Certificate of Title thereto, including any utility easements and/or caveats filed pursuant thereto. It is agreed that the Purchaser shall be charged the associated costs of title transfer and registration at Land Titles.
3. Upon becoming entitled to a transfer of the lot title, a Purchaser may request transfer of the lot title to another person(s), individual or corporate entity subject to the following prerequisites:
- a) the lot must be paid for in full and a building permit application in place;
 - b) The Purchaser must provide the Vendor with confirmation authorizing the lot title transfer to another party;
 - c) The person(s) to whom the lot title is being transferred must provide written confirmation to the Vendor stating that they accept transfer of the lot title in their name;
 - d) The Vendor will only be responsible for transferring lot title one time and upon transfer being completed, the Vendor shall have no further involvement or obligation associated with future title transfers or interest registrations;
 - e) The terms and conditions of this agreement shall extend to the person to whom the lot title is being transferred.

4. THE VENDOR AGREES TO REFUND THE OPTION PRICE AS HEREIN PROVIDED:

- a) If for any reason the Purchaser makes a written request to the Vendor to relinquish the purchase option within 6 calendar months of the agreement date, the Vendor will refund ***Eighty (80%) percent*** of the paid option price to the Purchaser, with the remaining ***Twenty (20%) percent*** forfeited to the Vendor.
- b) Whereafter 6 months of the agreement date, the Purchaser does not pay the full purchase price, obtain a building permit, and/or commence construction within the option period as stipulated herein, the Purchaser shall forfeit the full ***One Hundred (100%) percent option price*** to the Vendor.
- c) If for any reason transfer of the lot title is carried forth, and construction on the said land is not commenced within the option period, the Purchaser shall be required to have the lot title transferred back to the Vendor free and clear of all encumbrances (excepting any caveats or

encumbrances registered by the Vendor), and if applicable, the Vendor will refund to the Purchaser the remainder of the purchase price paid to the Vendor. It is agreed that the costs of title transfer and registration back into the Vendor's name shall be the responsibility of the Purchaser.

- d) Pursuant to Article 4a) and 4b) and 4c) above, the said Option shall than expire and this agreement shall become null and void and of no effect whatsoever.
5. The Purchaser agrees to assume responsibility for the cost of all connections to utility services from any building to service termination points at the said land boundary.
 6. It is also agreed between the parties hereto that each of them will, from time to time, and at all times hereafter, upon every reasonable request, execute and do all further assurances and things for the purpose of giving full force and effect to the covenants, provisions, and terms of the agreement, and without restricting the generality of the foregoing, the Purchaser agrees to provide and to enter into such utility easement agreements as may be required by the City of Estevan, Saskatchewan Power Corporation, SaskEnergy Incorporated Ltd., SaskTel Communications, and/or Access Communications.
 7. It is expressly agreed that time shall be of the essence of this agreement, and that in the event the Purchaser fails or omits to pay any of the payments specified herein on the day or days when the same shall become due, or in the event that the Purchaser fails to comply with the obligations hereunder, than this option shall terminate and the Agreement shall become null and void and subject to the Provisions setforth in Article 4 above.
 8. The Purchaser acknowledges and agrees that he has inspected the said land and surrounding area, and has satisfied himself of any and all surface and subsurface conditions on the site, and is purchasing the said land on an as-is basis, and deems the said land suitable for his intended use, occupancy and purpose. Furthermore, the Purchaser hereby indemnifies and saves the Vendor harmless from any and all claims, actions, demands, or proceedings whatsoever in respect to the surface and/or subsurface condition(s) of the said land.
 9. The Purchaser further acknowledges and accepts all encumbrances and interests registered on, or to be registered on the said land including any easements, architectural controls and/or restrictive covenants and the Purchaser, including any successors in title, assumes and accepts the obligations and responsibilities contained in the documents registered thereon, as far as they apply.
 10. The Purchaser agrees to be solely responsible for the provision and cost of any fill and/or topsoil required on the said land.
 11. The terms "Vendor" and "Purchaser" and reference thereto shall include the Executors, Administrators, and Assigns (and successors in the case of a corporation) of the Vendor and Purchaser respectively, in addition to the officers and servants of the Vendor, and the said terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (or neuter, in the case of a corporation) gender when the context so requires.
 12. Pursuant to *Section 235 of the Planning and Development Act, 2007*, this agreement binds the said land herein mentioned and may be protected by a caveat filed by the Vendor in the appropriate Land

titles office, and whether or not a caveat is filed, the Vendor is entitled to enforce the provisions of this agreement as against the owner and any subsequent owners of the said land.

IN WITNESS WHEREOF, the Vendor by the hands of it's proper officers signed it's name and affixed it's seal the day and year first above written.

VENDOR-CITY OF ESTEVAN

MAYOR

CITY CLERK

PURCHASER

Signature

Name in Print

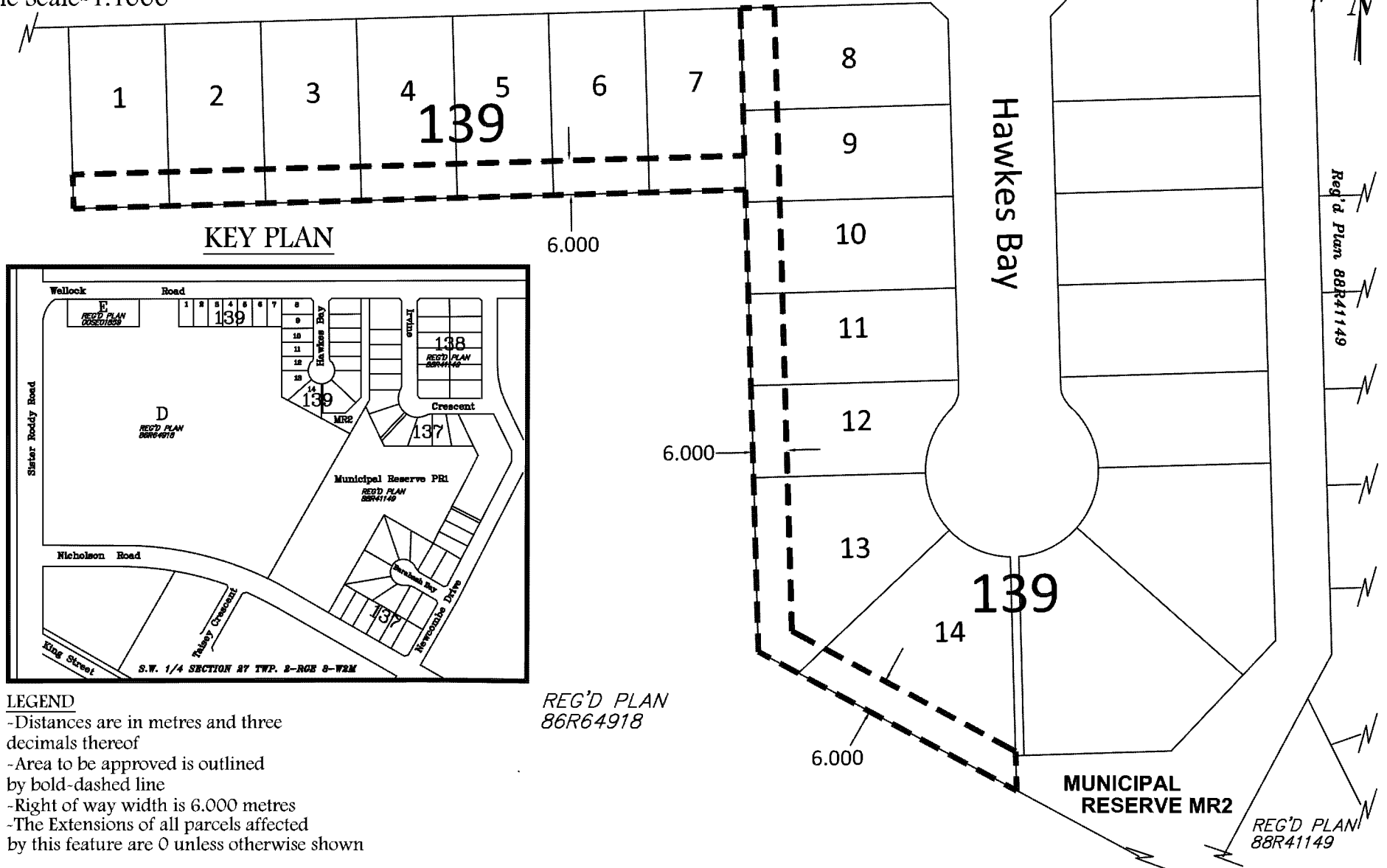
SIGNED, SEALED, and DELIVERED
In the Presence of:

Witness as to the execution of the Purchaser

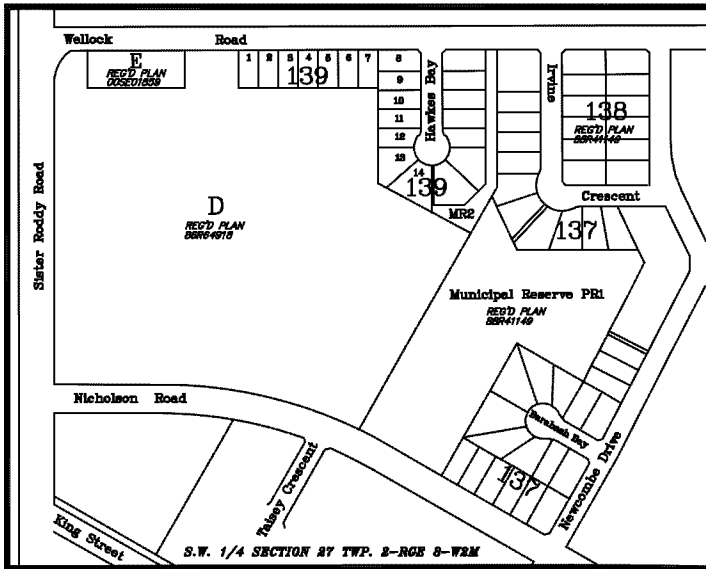
Signature

Name in Print

DESCRIPTIVE PLAN TYPE II SHOWING
 FEATURE UTILITY RIGHT OF WAY FOR PIPELINE
 in Lots 1 through 14, Block 139 Plan #102154069
 in the S.W.1/4 Sec.27 Twp 2 Rge 8 W2 Mer
 Estevan, Saskatchewan
 By: City of Estevan
 March 20, 2014
 Metric Scale- 1:1000



KEY PLAN



LEGEND

- Distances are in metres and three decimals thereof
- Area to be approved is outlined by bold-dashed line
- Right of way width is 6.000 metres
- The Extensions of all parcels affected by this feature are 0 unless otherwise shown

REG'D PLAN
 86R64918

MUNICIPAL
 RESERVE MR2

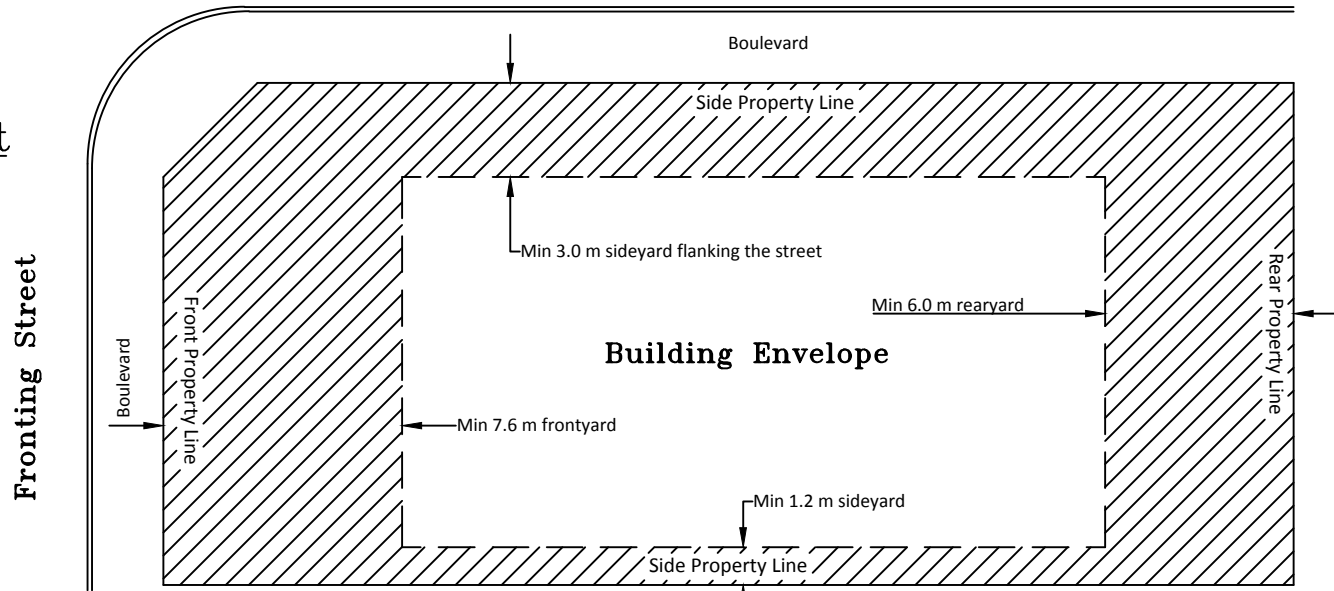
REG'D PLAN
 88R41149



Zoning Regulations for Single-Detached Dwellings

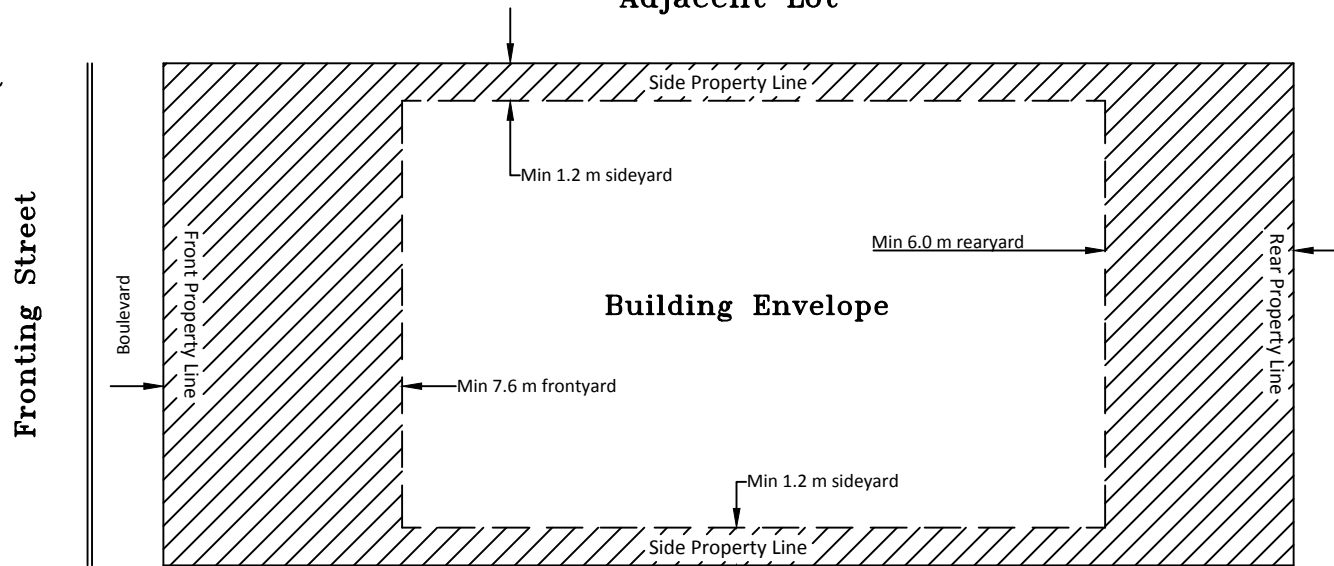
Flanking Street

Corner Lot



Adjacent Lot

Interior Lot



*All setback distances are measured from exterior building foundation to legal property line.

*Maximum lot coverage by principle and accessory buildings shall not exceed 50% of the lot area.

CITY OF ESTEVAN-DEVELOPMENT INFO-SHEET

* Building Permits

Building permit procedures are established and used by the City of Estevan in order to evaluate design, construction, and occupancy of new buildings, and the repair, addition, alteration, reconstruction, demolition, removal, relocation, and change in occupancy of existing buildings. In most cases, a building permit cannot be issued unless a corresponding development permit has been applied for and obtained. Unlike a development permit (*which authorizes a site to be developed, used, or changed for a specific purpose or use*), a building permit authorizes a proponent to commence construction of a building or structure in accordance with the conditions of permit. Building permit review is intended to:

-ensure that a proposed construction project is being undertaken in accordance with procedures, processes and requirements adopted in the City of Estevan Building Bylaw.

-ensure that a proposed construction project is being undertaken in accordance with the requirements of the Uniform building and Accessibility Standards Act & Regulations and National Building Code of Canada.

Application Requirements

In order to obtain a building permit, an applicant must complete and submit a prescribed form, accompanied by detailed construction drawings and specifications which will allow the City to properly evaluate the proposal in accordance with its regulatory requirements and related codes. The plan submission and construction details required for submission will depend on what type of construction is proposed. The City's building official should be contacted in this regard.

As part of the City's building review process, the following items will be taken into consideration:

•Zoning Requirements/Development Permit conditions •Compliance with the City of Estevan Building Bylaw •Referrals made to the City of Estevan Fire Department, Engineering Department, and Provincial Health Inspector •Conformance with Uniform Building and Accessibility Standards Act and Regulations and the requirements of the National building code •

Inspections

Proponents are required to arrange for City inspections during various stages of the construction work.

Fees

The charge for a building permit is based on \$5.00 per \$1000.00 construction value (2012). Building permit and associated fees must be paid prior to the City's issuance of the building permit. Basement Staking Plans & Real Property Report fees for Single-Family Residential Building Applications are \$925.00 (2012) plus G.S.T.

Decisions & Timing

The time period for processing a building permit application will depend on the type of construction proposed. Upon receipt and review of a complete application and support information, the Building Official will either confirm compliance or non-compliance with the City's building regulations and related codes. After review is complete a building permit will either be issued with or without conditions, or refused.

For Further Information, please call the City's Building Official at 634-1819

CITY OF ESTEVAN
BUILDING PERMIT APPLICATION-HELP SHEET

Building Permits Are Required:

1. To erect a new building or structure including but not limited to garages (attached & detached), carports, decks & patios, porches, entrance steps, retaining walls, swimming pools, and mobile homes.
2. To renovate, repair, add onto, alter, change the use of, or reconstruct an existing building or structure.
3. To develop all or part of a residential basement, recreation room, or install a fireplace.
4. For any repairs which change or affect the structural nature of a building or structure.
5. Any work regulated by City of Estevan Building Bylaw and the Uniform Building and Accessibility Standards Act & Regulations or N.B.C.

Building Permits Are not Required:

1. Fences, private sidewalks & driveways, planters (Fences are required to comply with zoning height restrictions).
2. Painting, Cabinet work, decorating and laying carpet.
3. Repairs using similar or same materials for the purpose of maintenance and which does not affect any mechanical or structural work.
4. Accessory Buildings and Structures (garden sheds, etc) that do not exceed 10 square meters in area, provided that minimum setback requirements (from property lines) are maintained as cited in the City of Estevan Zoning Bylaw.

Building Permit Application Submission Requirements:

1. A complete Building Permit Application Form prescribed by the City's Building Official.
2. **Five (5)** sets of plans and specifications-*Commercial/ Industrial/ Institutional/ Multi-family Residential Projects*.
3. **Three (3)** sets of plans and specifications-*Residential Projects*
4. All plan submissions are required to be accurately drawn to a metric scale (*imperial units may only be shown in addition to metric units*).

Information that must be shown on Building Plan Submissions:

1. Dimensioned plot plan showing proposed building location on the lot. Plan must include legal lot description, north arrow, as well as show abutting streets and lanes. Accurately show exterior dimensions of building/lot as well as distance of proposed building to other (existing) buildings and legal lot lines (setbacks).
2. Foundation design details and Backfill height (where applicable).
3. Structural details including cross-sections of walls, roof and floor. Insulation factors.
4. Complete Mechanical & Electrical details.
5. Plan layouts of all exterior and interior walls including the floor plans for each building floor level and identifying each room's use, occupancy and dimensioning, including but not limited to mechanical rooms, stairways, elevators, corridors, lobbies, washrooms, mezzanines, etc. Location and sizing of exterior doors and windows must also be shown.
6. Exterior elevations (including dimensioned height from grade) of the proposed building including all windows, doors, projections, roof top equipment and exterior finishing materials including roof and siding.

Depending on the type of building proposed an Architect's or Engineer's seal on the plans/design may be required. Applicants should contact the City's Building official to determine whether such a seal is required.

Building Permit Fees (2012): \$5.00 per \$1000.00 project value

Other permits that may be required: Development Permit, Electrical Permit, Sewer & Water Permit, Demolition Permit, Moving Permit, Sign Permit.

Where to apply and/or obtain further information or other requisite permits:

City of Estevan Land Development Services *Contact No.s:* **Building Official/Inspector- 634-1819**

1102 Fourth Street,

S4A 0W7

Estevan, Saskatchewan, S4A 0W7

Land Development Services Manager-634-1821

-Development Permits/Zoning

Engineering Services Manager-Water & Sewer Permits-634-1823