BYLAW NO. 7/85

A BYLAW OF THE TOWN OF LUMSDEN TO AUTHORIZE THE EXECUTION OF A CERTAIN AGREEMENT BETWEEN THE TOWN OF LUMSDEN AND RALPH DALE HARYETT AND DIANE ARLENE HARYETT

The Council of the Town of Lumsden, in the Province of Saskatchewan, enacts as follows: -

1. The Mayor and Town Administrator are hereby authorized to execute under the seal of the Town an agreement in writing between the Town of Lumsden and Ralph Dale Haryett and Diane Arlene Haryett both of the Town of Lumsden dated the 13 day of May, 1985, which agreement is marked Exhibit "A", attached hereto and forms part of this Bylaw.

Louise Holloway
Mayor

Town Administrator

CERTIFIED A TRUE COPY
of Bylaw No. 7/85 passed
by resolution of Council
on the 13 day of May, 1985.

Town Administrator

This is Exhibit "B" to the Agreement signed between the Town of Lumsden and Ralph Dale Haryett and Diane Ariene Haryett on the 13th day of May, 1985.

Ralph Dale Haryett
Diane Arlene Haryett
Louise Holloway

GEOTECHNICAL INVESTIGATION
PROPOSED RESIDENTIAL DEVELOPMENT
LUMSDEN, SASKATCHEWAN

Prepared For:

Mr. Ralph Haryett
P.O. Box 402
Lumsden, Saskatchewan
S0G 3C0

Prepared By:
BBT Geotechnical Consultants Ltd.
608 McLeod Street
Regina, Saskatchewan
S4N 4Y1

BBT Project No. S83-1606

FEBRUARY, 1984

BBT Geotechnical Consultants Ltd.

1.0 INTRODUCTION

1.1 Terms of Reference

The following report presents the results of a geotechnical investigation conducted at the site of a proposed residential development to be located on the south valley wall of the Qu'Appelle Valley in Lumsden, Saskatchewan (see Drawing No. S83-1606-1). The objectives of the investigation were to assess the existing stability of the valley wall against slope failure, to assess the impact of the development on slope stability, and to evaluate the suitability for the proposed development.

At the outset of the investigation, the owners provided BBT Geotechnical Consultants Ltd. with a copy of a Geotechnical Investigation Report by Ground Engineering Ltd. (GE-466) dated August 11, 1978 which pertained to the south-west portion of the proposed subdivision. Subsequent to submission of the Ground Engineering Ltd. report the subdivision was increased in size by adding the easterly portion. BBT were requested to provide a geotechnical evaluation of the additional property only as shown on Drawing No. S83-1606-1.

Proposed Development

It was understood that the overall proposed development will consist of up to 32 residential lots, several public reserve areas and associated roadways. The residential homes will likely consist of 1 or 2 storey, wood frame structures with a basement below. Roads will also be constructed as part of the overall development to provide access to the residences. An outline of proposed subdivision and roadways are shown on Drawing No. S83-1606-2.

2.0 EXTENT OF INVESTIGATION

2.1 Field Investigation

The test drilling program consisted of 2 test holes located as shown on Drawing No. S83-1606-2. The test holes were 7 inches in diameter and were drilled to a depth of 100 feet below existing grade using a CME Model 75 hollow stem auger rig. The test hole elevations were estimated using G.S.C. Bench Mark No. 7D which had a reported elevation of 1630.66 feet feet above sea level. The bench mark was located approximately 1 foot south of the northeast corner of the existing post office in Lumsden, Saskatchewan.

A test hole drill log was compiled for each test hole as drilling progressed to record a description and the relative position of the various soils encountered. Standard penetration tests were conducted at 5 foot intervals from a depth of 10 to 55 feet at Test Hole No. 2. Additional disturbed bag samples were recovered at the 1, 3 and 5 foot depths from both test holes. Undisturbed shelby tube samples were recovered at 5 foot intervals from a depth of 60 to 70 feet (Test Hole No. 2) and 10 to 55 feet (Test Hole No. 1) below existing grade. A continuous core sample was obtained below a depth of 60 feet (Test Hole No. 1) and 70 feet (Test Hole No. 2) which extended to the bottom of each test hole. All soil samples were sealed and transported to our laboratory for examination, testing and analysis.

A 2 inch diameter plastic standpipe piezometer was installed to depths of 57.5 feet (Test Hole No. 1) and 100 feet (Test Hole No. 2) below existing grade to monitor future static groundwater levels at those locations.

2.2 Laboratory Testing

A visual classification was performed on all soil samples after they were received in the laboratory to confirm or adjust the field identification.

Moisture content tests were performed on all soil samples to assess the regularity of soil characteristics with depth and across the site in addition to serving as a complement to other laboratory testing. Atterberg limits, dry density and grain size distribution tests were conducted on selected samples to aid in the classification and to assess some of the physical properties of the soil.

The undrained shear strength of the soil was assessed by means of unconfined compressive strength tests which were supplemented by Soiltest pocket penetrometer readings.

2.3 Aerial Photographs, Topograph Map and Review of Existing Information

Aerial photographs and a topographic map of the area were examined in order to evaluate the terrain and relief of the subdivision. In addition, the topographic map was used to establish the ground surface elevations in the cross sections shown at the end of this report.

A geotechnical report produced by Ground Engineering Ltd. (GE-466) and dated August 11, 1978 was reviewed to assist in this evaluation. The report contained information relating to an adjacent area (Parcel A, Plan No. 75R43504) located to the west and southwest of this subdivision under consideration. Certain soil strength parameters used in the evaluation were drawn from this report.

3.0 SITE DESCRIPTION

The proposed subdivision lies approximately half way up the south valley wall of the Qu'Appelle Valley in Lumsden, Saskatchewan.

The valley wall at this site is sloping at a present angle of approximately 7.5 degrees near the crest of the slope, nearly level at the mid-point of slope and 10 to 14 degrees to the horizontal at the toe of the slope. The proposed subdivision lies in an area of old slump blocks which have slid down the valley wall and which are presently at or above equilibrium.

Surficial features such as moderate headscarps, hummocky broken slopes and a pattern of subparallel ridges down slope are indications of past instability of this area.

The general drainage is provided by means of surface runoff into ravines which, in turn, are directed downward towards the valley. The ravines contained shrubs and trees which are indigeneous to a moist soil regime. The vegetated areas above the ravines indicated a somewhat dryer soil at surface and were sparsely covered by grass and small trees.

Photographs taken of the site at the time of drilling are enclosed in Appendix B at the end of this report.

4.0 SUBSURFACE SOIL CONDITIONS

4.1 Surficial Geology of the Area

The regional geology of this area has been reported by Christiansen, (et al) with particular emphasis on the bedrock topography. The bedrock has been reported to be a marine clay shale of the Bearpaw Formation.

Undifferentiated glacial till and intertill stratified drift lie above the bedrock and, in areas outside the valley, are generally overlain with glacial lacustrine clays.

The Qu'Appelle Valley is a remanent of a glacial meltwater channel which has agraded through deposition of more than 200 feet of alluvial sediment. The slopes along the valley have occured as a result of erosion from the meltwater runoff, the depth of which has extended below the drift-bedrock contact. The widening of the Qu'Appelle Valley has occured as a result of the successive landslides which has attained a profile in equilibrium with its environment.

4.2 Soil Profile

The soil profiles for the 2 test holes drilled under this study are plotted and illustrated on Drawing Nos. S83-1606-3 and S83-1606-4 respectively.

Glacial drift consisting of weathered brown till, sand and unoxidized grey till was encountered at each test hole location and extended to 38 to 55 feet below existing grade. Clay shale of the Bearpaw Formation was encountered below the drift at an elevation of 1683 to 1686 feet above sea level and extended to the bottom of each test hole. The composition of the shale varied somewhat between test hole locations and with depth.

4.3 Soil Properties

The results of soil classifications and laboratory tests are plotted beside the corresponding drill logs on Drawing Nos. S83-1606-3 and S83-1606-4 respectively. Grain size distribution curves are plotted on Drawing Nos. S83-1606-5 to S83-1606-9 inclusive.

The weathered glacial till at the surface appeared severely desiccated to a depth of about 10 feet. Both tills were classified as medium plastic and generally hard except from depths of 15 feet to 20 feet and at 30 feet (Test Hole No. 1) where the till was classified as very stiff. The sand encountered within the drift was classified as dense on the basis of standard penetration blow counts that ranged from a low of 31 to well in excess of 50 blows per foot.

The shale encountered below the glacial drift had noticeable fractures with slickensides throughout at Test Hole No. 2 and at random depths within Test Hole No. 1. The shale was generally classified as hard except at Test Hole No. 2 where it was assessed to be very stiff to a depth of 41.5 feet. The composition and plasticity of the shale varied between test hole locations and also with depth. At Test Hole No. 1, the shale was very sandy and low plastic (from 68 to 95 feet), whereas, at Test Hole No. 2, a lower sand content and somewhat higher plasticity was apparent.

For purposes of this study, the effective soil strength parameters established by Ground Engineering Ltd. at the nearby St. Michaels Retreat were assumed to be representative and are presented in Table I.

TABLE I

ASSUMED SOIL STRENGTH PARAMETERS

Soil Description	c'(psf)	ϕ'(degrees)
Glacial Drift	50	28
Bedrock	50	8

5.0 GROUNDWATER CONDITIONS

Moderate seepage and sloughing was encountered within the silty and gravelly sand (depth 43 to 49 feet) at Test Hole No. 1. Only a trace of sloughing (without seepage) could be detected within the silty and clayey sand at Test Hole No. 2. No measurable groundwater level could be detected at Test Hole No. 2 at 32 days after drilling. The water level at Test Hole No. 1 was measured to be 33 feet and 32 feet below existing grade at one half hour and 32 days after drilling, respectively.

Groundwater conditions are expected to vary due to seasonal fluctuations.

6.0 DESIGN CONSIDERATIONS AND RECOMMENDATIONS

6.1 Slope Stability

A slope stability analysis was performed using the "SLOPE-II" computer program which was accessed through the Saskatchewan Computer Utility Corporation.

A cross section of the entire south valley wall (horizontal/vertical = 10:1) is shown on Drawing No. S83-1606-10. A segment of this section (Cross Section A-A) was used in the analysis and is shown on Drawing No. S83-1606-11 (horizontal/vertical = 1:1). The surface profiles of the cross sections were determined using a topographic map of the area made available by the Department of Rural Development, Saskatchewan. Bedrock surface and groundwater elevations were obtained from the test hole drill logs and piezometer readings. The soil strength parameters

used were in accordance with the values presented in Table I. A failure surface along the surface of the bedrock was assumed for the analysis. The analysis consisted of 2 computer runs of which the first run used the groundwater level as measured under this study and the second run used a hypothetical groundwater level which was 10 feet higher than the measured value. The groundwater table was assumed to be roughly parallel to the existing surface, exiting at the toe of the slope at the bedrock-drift interface. The higher groundwater table is thought to be a reasonable allowance for seasonal variations.

The results of the computer analysis indicated a factor of safety against slope failure of 2.64 and 1.73 for the first and second runs, respectively. These values reflect the high sensitivity of the slope stability to the groundwater level. The factors of safety are considered to be within acceptable limits for development of the subdivision. The following general guidelines are recommended for the development with respect to slope stability:

1) the final development plans should be reviewed and evaluated by a competent geotechnical consultant.
2) proper surface and subsurface drainage must be maintained
3) minimize or eliminate potential sources of water collection or infiltration (ponds, swimming pools, etc.)
4) provide protection of the slope against erosion
5) cuts and fills should be limited to prevent destabilization of old slump blocks

6) careful construction control and inspection should be performed by qualified personnel

7) the development must satisfy the requirements listed in The Planning and Development Act, 1973

Under these guidelines, it is anticipated that the proposed development will not significantly alter the long term stability of the slope. However, a monitoring program should be undertaken following development of the subdivision. This should consist of visual examinations of the slope by a competent geotechnical consultant, the installation of a slope indicator and continued monitoring of the slope indicator and the existing piezometers.

6.2 Cuts and Fills

It was understood that the site grading will primarily consist of localized lot levelling and roadway preparation and, as such, some cutting and filling will be necessary. Although the details of the cuts and fills were not available during the preparation of this report, it should be recognized that extensive changes to the slope geometry by means of cuts and fills are not recommended. However, selective cuts and fills may be used on a restricted basis and should be evaluated by the geotechnical consultant. Fills should be placed and compacted in accordance with recognized standards and procedures. Under no circumstances should residential buildings be supported on fills.

6.3 Drainge

As a result of the proposed development, some changes in drainage patterns are inevitable and, subsequently, should be evaluated. It is imperative that existing drainage paths be maintained. In particular, drainage which is presently occuring as seepage into the ravines must be maintained. Therefore, before any fills are placed in the ravines, the vegetation must first be removed followed by placement of a gravel filter blanket over the ravine bottom. The filter should be a minimum of 1 foot thick and have less than 5% of its particles passing a No. 200 sieve. The filter must be designed to provide free drainage on a year round basis.

6.4 Restoration

All exposed fills or cuts should be protected from erosion by means of vegetation or other methods as deemed necessary and should be undertaken as soon as is possible. Areas beyond the earthwork boundaries may require additional protection as well. Some long term maintenance may be necessary.

6.5 Foundations

Although the terms of reference for this report did not include an in-depth study of the possible alternates for foundation construction, the soils encountered at this site are considered suitable for foundation support of typical residential homes. Foundations supported on or by naturally deposited soils at this site would be expected to perform relatively well provided that proper design and construction methods are used.

7.0 CLOSURE

The findings and recommendations of this report were prepared in conjunction with generally accepted professional engineering principles and practice. The findings and recommendations are based on the results of field and laboratory investigations, combined with an interpolation of the soil and groundwater conditions between test hole locations. If conditions are encountered during construction that appear to be different from those shown by the test holes drilled at this site or if changes to the proposed development are undertaken, this office should be notified in order that the recommendations can be reviewed.

Respectfully submitted,

BBT GEOTECHNICAL CONSULTANTS LTD.

PROFESSIONAL ENGINEER
E. D. FROC
REGINA
SASKATCHEWAN

E.D.(Gene) Froc, P. Eng.

EDF:mt

THE ASSOCIATION OF PROFESSIONAL ENGINEERS OF SASKATCHEWAN CERTIFICATE OF AUTHORIZATION NO. 185 BBT GEOTECHNICAL CONSULTANTS LTD.

BBT Geotechnical Consultants Ltd.
BBT GEOTECHNICAL CONSULTANTS LTD.

608 McLeod Street
Regina, Sask. S4N 4Y1
Telephone (306) [redacted]
949-2104

November 13, 1984

Received From Ralph Harqett Nov. 13/84

Mr. Ralph Haryett
P.O. Box 492
Lumsden, Saskatchewan
S0G 3C0

Dear Sir:

Subject: Proposed Subdivision
NW 1/4 SEC. 28-19-21-W2M
Lumsden, Saskatchewan
BBT Project No. S83-1606

Further to your request, we have reviewed the revised plan for the lot layouts for Blocks 1 to 5 and for the proposed additional area (Lot Nos. 1 to 7) in Block 6. In addition, the undersigned, in your presence on November 2, 1984, performed a site reconnaisance and held discussions to confirm the intent of your plans for development in Block 6. It should be understood that our evaluations must be considered preliminary only and that a final evaluation will be required after the grading plans have been completed.

The potential building areas are indicated on Drawing No. S83-1606-13 attached to this letter. The areas designated were based on very general concepts of grading, drainage and protection of natural vegetation. The concepts assumed were as follows:

1) The existing knob or declining ridge located along the proposed roadway noted as Heritage Place would be cut to a maximum depth of 1.5 m and graded. Any material excavated from the ridge would be moved laterally to provide fill for Lot Nos. 1 to 12 of Block 5 and would not be removed to provide fill in other areas.

2) The hilltop to the south of Lots 6 and 7 and to the east of Lot 5 of Block 6 could be cut to the desired depth and used as fill in the lower lying portions of Block 6. A carefull grading plan will especially be required in this area such as to provide proper drainage and to provide accessibility to the residences themselves.

3) All designated fill areas will be stripped of vegetation and deleterious materials prior to placement of such fills. Fills will be properly compacted during placement and under drains will be installed as required to provide for drainage from the slopes.

4) The recommendations and information included in our report S83-1606 are still relevent and apply to the development of this site.

It will be necessary to review the final purposed grading plan to determine that:

1) slope stability is not adversely affected

2) proper drainage is provided

3) suitable building sites are provided for

We trust that this satisfactorily responds to your enquirey but, if you should have any questions regarding the contents of this letter, please do not hesitate to contact this office. BBT Geotechnical Consultants Ltd. appreciates the opportunity to have been of continued service.

Yours respectfully,

BBT GEOTECHNICAL CONSULTANTS LTD.

E.D.(Gene) Froc, P. Eng.

A.J. Muir, P. Eng.

EDF:AJM:mt

THIS AGREEMENT MADE IN DUPLICATE THIS 13 DAY OF May,

A.D. 1985.

BETWEEN:

THE TOWN OF LUMSDEN, a municipal corporation
(hereinafter called "the Town")

OF THE FIRST PART

- and -

RALPH DALE HARYETT and DIANE ARLENE HARYETT,
both of the Town of Lumsden, in the Province
of Saskatchewan
(hereinafter called "the Developer")

OF THE SECOND PART

WHEREAS the Developer is the registered owner or has control of all that land as shown on a copy of a proposed subdivision plan and marked Plan "A" (which is attached hereto and forms part of this agreement) and as outlined in red thereon (which lands are hereinafter called "the subdivision lands");

AND WHEREAS the Developer desires to construct and pay the total cost of certain services designated on Plan "A", subject to the covenants and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement:

1.1 "Town" means the Corporation of the Town of Lumsden or a representative duly authorized by the Town.

1.2 "Developer" means the person or corporation responsible for carrying out the terms of this Agreement where so stated and shall include an association or partnership and wherever the singular is used herein it shall be construed as including the plural.

1.3 The term "work" or "to construct" by the Developer includes all labour, materials and services required, as shown or described in the contract documents, supplied and installed or erected complete as the place or places of building or site designated by description or plan.

1.4 "Contract Documents" shall include this Agreement and specifications and engineering drawings approved by the Town.

1.5 "Maintenance" (without limiting the generality of the

term) for which the Developer shall be responsible shall include failure of or damage to underground utilities resulting from defective materials or improper installation; settlement of ditches, grading, gravelling, repairs and/or replacement of roads and land surfaces, initial landscaping; adjustment and repairs to water mains, main valves, water hydrants, hydrant valves, service lines and valves and valve operating mechanisms including the casings enclosing these mechanisms, repairs, replacements and adjustments to sewer mains, sewer services, manholes, manhole frames and covers, or any municipal improvements whatsoever, but shall not include ordinary wear and tear (meaning normal upkeep) or Town winter maintenance operations.

1.6 "Maintenance period" shall be that period commencing from the date of issuance by the Town of a Construction Completion Certificate until the issuance by the Town of a Final Acceptance Certificate, such period to be one year in duration.

1.7 "Street" shall include any street named as an avenue, circle, crescent, bay, road, drive, place, boulevard, lane, gate or way or by a similar term.

2. The laws of the Province of Saskatchewan shall govern all the terms of this Agreement.

3.1 The contract documents are complementary and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labour and materials, equipment, superintendence and transportation reasonably necessary for the proper execution of the work.

3.2 Description of materials for work in words which so applied have well known technical or trade meanings shall be meant to refer to recognized standards. Should specifications conflict with drawings or plans or should there be a discrepancy between the drawings, the Developer or his Engineer shall notify the Town in writing, immediately upon becoming aware of such discrepancy and the Town will rule as to whether the specifications or

drawings shall govern or as to which drawing shall govern.

3.3 The specifications and drawings for all of the work required to be done pursuant to this agreement shall be prepared and approved by a Professional Engineer registered to practice in the Province of Saskatchewan retained by the developer for that purpose.

4. THE TOWN AGREES AS FOLLOWS:

Permission is hereby given by the Town to the Developer to construct the following services, namely:

- Water mains (trunk and distribution mains), including all fittings, valves, hydrants)
- Water service connections to the property line
- Sanitary sewer mains (trunk and collector mains and connection to existing main)
- Sanitary service conections to the property line
- Storm drainage system (surface drainage to be retained to its natural course)
- Move existing water main to within the bounds of Prospect Crescent and connect to existing water main
- Public Reserves to be left in natural state
- Lot driveway culverts if required
- Road grading and gravel
- Street and traffic signs
- Street lighting
- Underground gas, electrical, telephone and cable TV services

5. THE DEVELOPER AGREES AS FOLLOWS:

5.1 To construct and pay the total cost of the following services, namely:

- Water mains (trunk and distribution mains) including all fittings, valves, hydrants)
- Water service connections to the property line
- Sanitary sewer mains (trunk and collector mains and connection to existing main)
- Sanitary service connections to the property line

- Storm drainage system (surface drainage to be retained to its natural course)
- Move existing water main to within the bounds of Prospect Crescent as shown on Plan A and connect to existing water mains
- Public Reserves to be left in natural state
- Lot driveway culverts if required
- Road grading and gravel
- Street and traffic signs
- Street lighting
- Natural gas, telephone, electrical, power and cable TV utilities which shall be underground with only pole standard for street lighting being visible
- Where any cutting or filling is done those areas under the control of the developer shall be developed to prevent erosion in accordance with the recommendations of the geotechnical report.

as more particularly shown on Plan "A" attached hereto.

5.2 The Developer shall include with the sale of each lot a copy of the geotechnical report, a copy of which is attached hereto and marked as Exhibit "B" and forming part of this Agreement.

The Developer shall also notify all purchasers of lots within the subdivision that all foundation and plans for development on the said lots must be certified by a professional engineer or architect that they are designed in accordance with the said geotechnical report and that they are suitable to the particular lot. The Town shall be entitled to register a caveat against each lot as provided in clause 13 hereof as notice to purchasers of this requirement.

5.3 To do the following with respect to providing properly maintained gravel roadway access to new subdivision developments, under the supervision of and to the satisfaction of the Town until the issuance of the final acceptance certificate.

(a) Grade and gravel roads and lanes in areas of occupied dwelling units in conformance with approved grades and typical crossections with assurance that

drainage to culverts is adequate at all times. Gravelling shall be a continuous operation consisting of an initial depth of three inches of road gravel and subsequent regravelling as may be required by the Town.

(b) Be in a position to provide approved backfill material and road gravel for the purpose of repairing sewer and water and utility trench settlements immediately upon occurrence and restoring the surface satisfactorily.

(c) Pump water from wherever necessary including roads, lanes, easements, public reserves and other related areas, including basements on land owned by the Developer.

5.4 The Town is hereby granted permission to carry out the work set out in clause 5.3 hereof at the total cost of the Developer if not proceeded with within forty-eight (48) hours following notice in writing from the Town. In the case of emergency work, the Town shall have the right to perform the work immediately and charge the Developer with the cost thereof.

5.5 To design to a standard used by the Town the aforesaid municipal services and to have all installations inspected by the Consulting Engineer engaged by the developer. All design drawings and specifications shall be stamped and approved by the Consulting Engineer before commencing any construction of the aforesaid municipal services.

5.6 To pay to the Town the sum of $82,500.00 for the purpose of defraying the cost of construction of off-site capital works, for the cost of the Municipal Engineer for checking of plans and specifications and for supervision and inspection on behalf of the Town, calculated as follows:

(a) By a deposit of $5,000.00 receipt of which is hereby acknowledged.

(b) The sum of $41,250.00 less the said deposit of $5,000.00 on the date of execution of this agreement. In addition to the sum of $5,000.00 the

Developer shall be credited with interest thereof based on the daily interest paid by the Town's principle banker for daily interest savings accounts from the date of payment of the deposit until the date of execution hereof.

(c) The balance of the sum of $41,250.00 on the first anniversary date of this agreement.

The balance to be paid on the anniversary date of the agreement shall be secured by the developer providing a letter of credit in the full amount of $41,250.00 which letter of credit shall be in a form acceptable to the solicitors for the Town and which letter shall have an expiry date no earlier than 30 days following the due date of the said payment.

5.7 To arrange with the Saskatchewan Power Corporation for the design, cost estimate and installation of street lights. The design is subject to approval by the Town and shall be available to the Town in sufficient time to be included with Plan "A" of this Agreement. The Developer agrees to pay upon request to the Saskatchewan Power Corporation, the Town's share of the cost of said street lighting.

5.8 To be responsible for and make application to the Department of Environment of the Province of Saskatchewan for approval of all underground services.

5.9 To assume responsibility for the construction of said services in accordance with the said drawings and specifications as approved by the Town. The construction of said services or the carrying out of the said works shall include proper and adequate inspections by the developer's Consulting Engineer.

5.10 That no work shall be commenced before the execution of this Agreement by the Town under an appropriate bylaw, and thereafter only following notification to the Town in writing of the Developer's intent to commence construction.

5.11 To make application to the Town for final inspection of said works. When the Town has carried out such final inspection and is satisfied that the work is satisfactory in all respects, the Town will issue a Construction Completion Certificate to the

Developer.

5.12 To provide the Town with a complete set of as-built plans and records of all services constructed or installed, prior to the issuance of the Final Acceptance Certificate, including copies of registered easement agreements required by the Town. All drawings shall conform to the size, scale and layout of the Town Standards for such drawings, as such standards are established from time to time.

5.13 To carry out all necessary maintenance of the said works during the maintenance period.

5.14 To pay to the Town upon demand, the cost to the Town of any maintenance work performed by or on behalf of the Town during the maintenance period.

5.15 Until issuance of the Construction Completion Certificate, to carry out any work by way of removal or replacement as directed by the Town and which the Town deems necessary to conform to the approved plans and specifications.

5.16 To construct all sewer and water service connections from the respective mains to the property line and to pay the total cost thereof, including breaking and replacement of pavement if necessary.

5.17 To provide or obtain, secure and grant without cost to the Town all easements required by the Town for the installation of any services as shown on the approved engineering plans and to provide or obtain, secure and grant without cost to the Saskatchewan Power Corporation, all easements required by it for the installation of street lighting, power and gas distribution and grant without cost to Saskatchewan Telecommunications, all easements required for the installation of telephone services. Notwithstanding anything in this Agreement contained where an easement for sewer or water is required by either this Agreement or by the engineering plans based on the survey plan or registered plan attached to this Agreement, then the Developer shall deliver the necessary easement in the name of the Town and failing to do so at any time hereafter the Town may expropriate the necessary land for the said easement and all costs, both compensation and legal,

shall be paid to the Town by the Developer upon demand.

5.18 To provide the Town, as soon as grading is completed, with certification that rear easements have been graded in conformance with grades established at the rear of the lots.

5.19 To save harmless the Town from all or any claims arising out of the construction and installation of the said services prior to issuance of Final Acceptance Certificate.

5.20 To be responsible for, provide and maintain adequate access to and within the development area until such time as the Final Acceptance Certificate is issued.

5.21 To make application to the Town for a final inspection no earlier than 30 days prior to expiration of the Maintenance Period. When the Town has carried out such final inspection and the Developer has made all the repairs necessary as determined by the Town, the Town will issue the Final Acceptance Certificate.

6. It is agreed between the parties hereto that all works when constructed on, in or under any street, avenue, lane, public place, Town-owned property, as well as any right-of-way granted by virtue of an easement shall be the property of the Town but the Developer shall be responsible for all maintenance for the said maintenance period.

7.1 After the issuance of the Construction Completion Certificate the Developer shall be responsible for any and all repairs and replacements to any utilities and improvements which may become necessary from any cause whatever, up to the end of the maintenance period.

7.2 If during the construction or maintenance period any defects become apparent in any of the utilities or improvements installed or constructed under this Agreement and the Town reasonably requires repairs or replacements to be done, the Developer shall, within a reasonable time after notice, cause such repairs or replacements to be done and if the Developer defaults or any emergency exists, the Town may do the repairs or replacements and recover the cost from the Developer upon demand.

7.3 The Town will, from the date of the Construction Completion Certificate, flush and clean out the sanitary sewers as

required in ordinary maintenance procedure. The cost of removing obstructions caused by gravel, rocks or silt which is other than that deposited from sewage, shall be charged to the Developer.

7.4 The Developer shall be responsible for adjusting all hydrants and main valve boxes and all service valve boxes to the established grades as they are developed, and for maintaining the valves and appurtenances in operating condition until such time as the Town assumes the responsibility for the maintenance of streets and lanes.

8. It is further agreed that the Developer shall complete the construction and installation of all the services herein on or before the 31 day of OCTOBER, A.D. 1986, and that there shall be no extension of time granted to the Developer for such completion unless application is made in writing to the Town and such application is accepted in writing by the Town. If all the services are not completed before the date specified above, or an extension thereof, then the Town shall have the right to complete such services and to receive payment for the cost thereof from the Developer.

9.1 The Developer shall supply and deliver to the Town, upon signing of this Agreement, bonds or letters of credit as the case may be in forms satisfactory to the Town from a Bonding Company, or Bank properly carrying on business in the Province of Saskatchewan in the amounts as hereinafter specified and for the following purposes.

9.2 A bond or letter of credit in the amount of TWO HUNDRED AND SIX THOUSAND ——— 00/100, being 100% of the estimated cost of the services mentioned in this Agreement. The said bond, or letter of credit is to be kept in force until the date of the Construction Completion Certificate, at which time the said bond or letter of credit shall be replaced by a bond or letter of credit for Twenty five percent (25%) of the cost of the services, such replacement to be in full force and effect during the whole of the maintenance period.

The said bond or letter of credit shall be in a form acceptable to the solicitors for the Town and shall not be cancel-

lable nor expire without 30 days notice in writing to the Town. Upon such notice being given the Town may at its option:

(a) Call the bond or letter of credit.

(b) Require the Developer to continue the said bond or letter of credit in force prior to the expiry or cancellation thereof.

(c) Reduce or increase the amount to be secured by the bond or letter of credit and require them to be continued with such reduced or increased amounts prior to the expiry or cancellation.

Should the said bond or letter of credit expire or be cancelled for any reason the Developers shall be personally liable to the Town for the amounts due thereunder.

9.3 Where the Town chooses not to repair or replace any defects or deficiencies pursuant to clause 7.2 the Developer shall, before the expiration of the bond or letter of credit referred to in clause 9.2 provide a further bond or letter of credit in such amount and for such time as the Town shall decide is sufficient to assure the defects or deficiencies will be repaired or replaced.

10. No building or construction other than expressly provided for herein shall be commenced and no building permit need be issued for any such building or construction until such time as all utility easements required by the Town pursuant to paragraph 5.17 are granted by the Developer to the Town.

11. The Developer specifically agrees to pay, in addition to the aforesaid sums referred to in this Agreement, interest thereon at the rate of one and one-half (1 1/2%) percent per month, (Eighteen (18%) percent per annum compounded annually), commencing from the date of default until date of payment.

12. No development shall commence nor shall the plan of subdivision be registered in the Land Titles Office until the appropriate zoning bylaw has been approved by the Minister in accordance with the Planning and Development Act. This Agreement shall be effective upon the date of final approval of the rezoning bylaw or upon approval of the proposed subdivision by the Director of Community Planning for the Province of Saskatchewan, whichever

shall last occur. The Developer shall have a period of ~~14~~ 21 days from the effective date to obtain necessary bonds or letters of credit. No registration of the Plan of Subdivision shall occur until the necessary bonds or letters of credit have been provided to the Town. The Developer agrees to provide to the solicitor for the Town his subdivision approval from the Director of Community Planning to be held by him until the necessary bonds and letters of credit have been provided at which time the solicitor shall surrender the approval to the Developer for registration. In the event the said rezoning is not approved, this agreement shall be null and void and of no further effect.

13. This Agreement shall run with the land and shall bind the Developer, his heirs, executors, administrators, successors and assigns. The Town may register a caveat against the lands as provided in section 143(4) of The Planning and Development Act. Such caveat shall be registered by the Developer at his expense concurrently with the registration of the Plan of Subdivision.

14. The Developer agrees to take all steps as may be required and to obtain all consents as may be required to close that portion of Prospect Street as shown on registered Plan No. 82R41555. The Developer shall pay the full cost of the preparation of an appropriate bylaw and notice and for all necessary newspaper advertising in respect thereto. The Developer acknowledges and agrees that by entering into this Agreement or by approval of the subdivision and rezoning that the Town shall not be obligated or required to pass the road closure bylaw and in the event the bylaw is not passed that the proposed plan of subdivision shall be modified as required.

15. If the portion of Prospect Street is closed and a title issues for the former street in the name of the Town, the Town will transfer the said land to the Developer in consideration for the costs of closure as provided in paragraph 16, all conveyancing or surveyor costs associated therewith; and the transfer to the Town of Parcel D as shown on Plan A.

IN WITNESS WHEREOF the Town has affixed its Corporate Seal duly attested by the hands of its Mayor and Town Administra-

tor duly authorized in that respect and the Developers have affixed their hands and seals as of the date and year first above written.

(Corporate Seal)

THE TOWN OF LUMSDEN

Per: _____
Mayor

Per: _____
Town Administrator

SIGNED, SEALED AND DELIVERED)
IN THE PRESENCE OF:)
)
_____)
WITNESS)
)
_____)
WITNESS)

_____
RALPH DALE HARYETT

_____
DIANE ARLENE HARYETT

This is Exhibit "A" to Bylaw No. 7/85 adopted by resolution of Council on the 13 day of May, 1985.

_____
Mayor

_____
Town Administrator

CANADA)
)
PROVINCE OF SASKATCHEWAN)
)
TO WIT :)

AFFIDAVIT OF EXECUTION

I, M. JEAN McGILL, of the ~~City~~ TOWN of ~~Regina~~ LUMSDEN, in the Province of Saskatchewan, CLERK,

MAKE OATH AND SAY:

1. THAT I was personally present and did see RALPH DALE HARYETT and DIANE ARLENE HARYETT both named in the within instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purpose named therein.

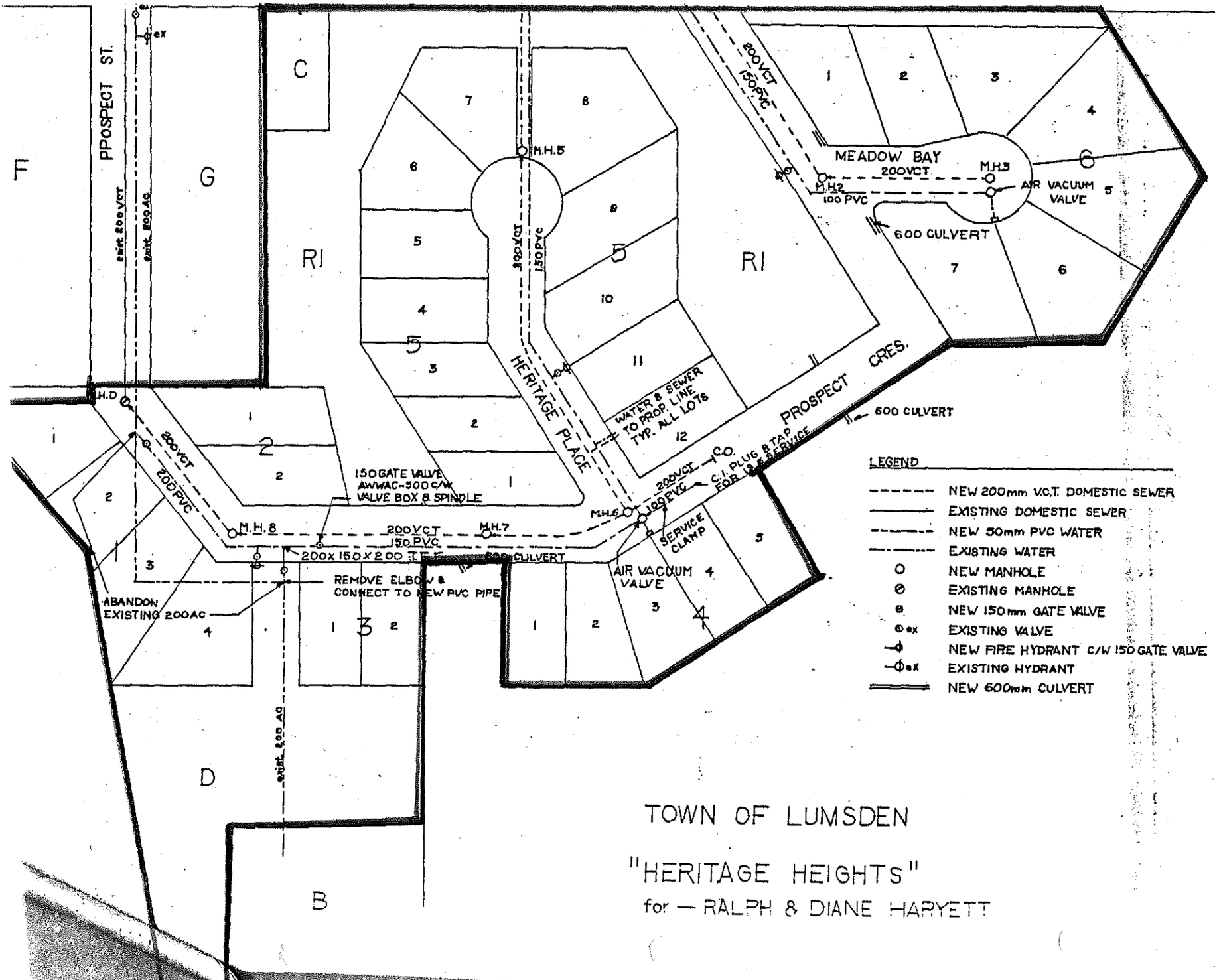
2. THAT I know the said RALPH DALE HARYETT and DIANE ARLENE HARYETT and each is in my belief of the full age of 18 years or more.

3. THAT the within instrument was executed at the ~~City~~ TOWN of ~~Regina~~ LUMSDEN, in the Province of Saskatchewan, and I am the subscribing witness thereto.

SWORN before me at the ~~City~~ TOWN of ~~Regina~~ LUMSDEN, in the Province of Saskatchewan, this 10th day of MAY, A.D. 1985.

J. E. Spicer
A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
MY APPOINTMENT EXPIRES DEC 31/87

M. Jean McGill



TOWN OF LUMSDEN

"HERITAGE HEIGHTS"

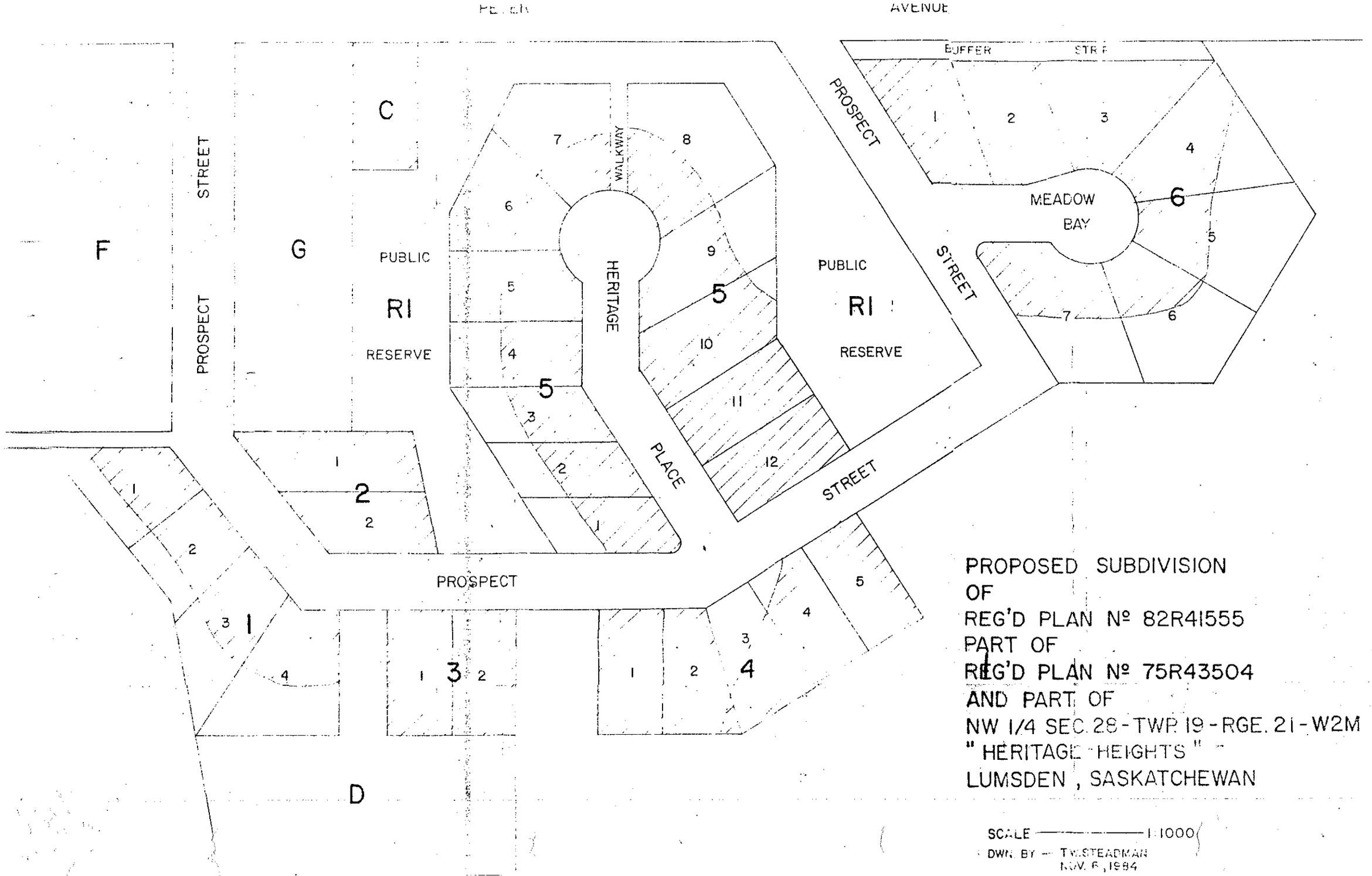
for — RALPH & DIANE HARYETT

This is Plan A to the Agreement signed between the Town of Lumsden and Ralph Dale Haryett and Diane Arlene Haryett on the 13th day of May, 1985.

Ralph Dale Haryett.

Diane Arlene Haryett.

Louise Holloway



PROPOSED SUBDIVISION
OF
REG'D PLAN Nº 82R41555
PART OF
REG'D PLAN Nº 75R43504
AND PART OF
NW 1/4 SEC. 28 - TWP. 19 - RGE. 21 - W2M
" HERITAGE HEIGHTS "
LUMSDEN , SASKATCHEWAN

SCALE ——— 1:1000

DWN. BY — T.W.STEADMAN
NOV. 6, 1984