

# The Dedicated Lands Handbook 2021

Ministry of Government Relations, Community Planning

## Preamble

*The Dedicated Lands Handbook* (handbook) is intended to provide information relating to dedicated lands in Saskatchewan. Written for municipal elected and administration officials, planners, surveyors, developers, and residents, the handbook is a tool to interpret and implement [The Planning and Development Act, 2007](#) (Act) and [The Dedicated Lands Regulations, 2009](#) (regulations). The Act and regulations are available from Publications Saskatchewan and should be referred to for details because they supersede this handbook.

In addition to context and implementation guidance for the Act and regulations, this handbook contains:

- Clarification of common terms and registered ownership;
- General provisions that apply to all types of dedicated lands;
- Explanation of the purpose and permitted uses of different types of dedicated lands;
- Examples to illustrate and clarify the sections of the regulations; and
- A series of appendices with templates and instructions for dedicated lands bylaws, agreements, and affidavits.

Please contact the Ministry of Government Relations' Community Planning branch with any questions about the Act, the regulations or this handbook.

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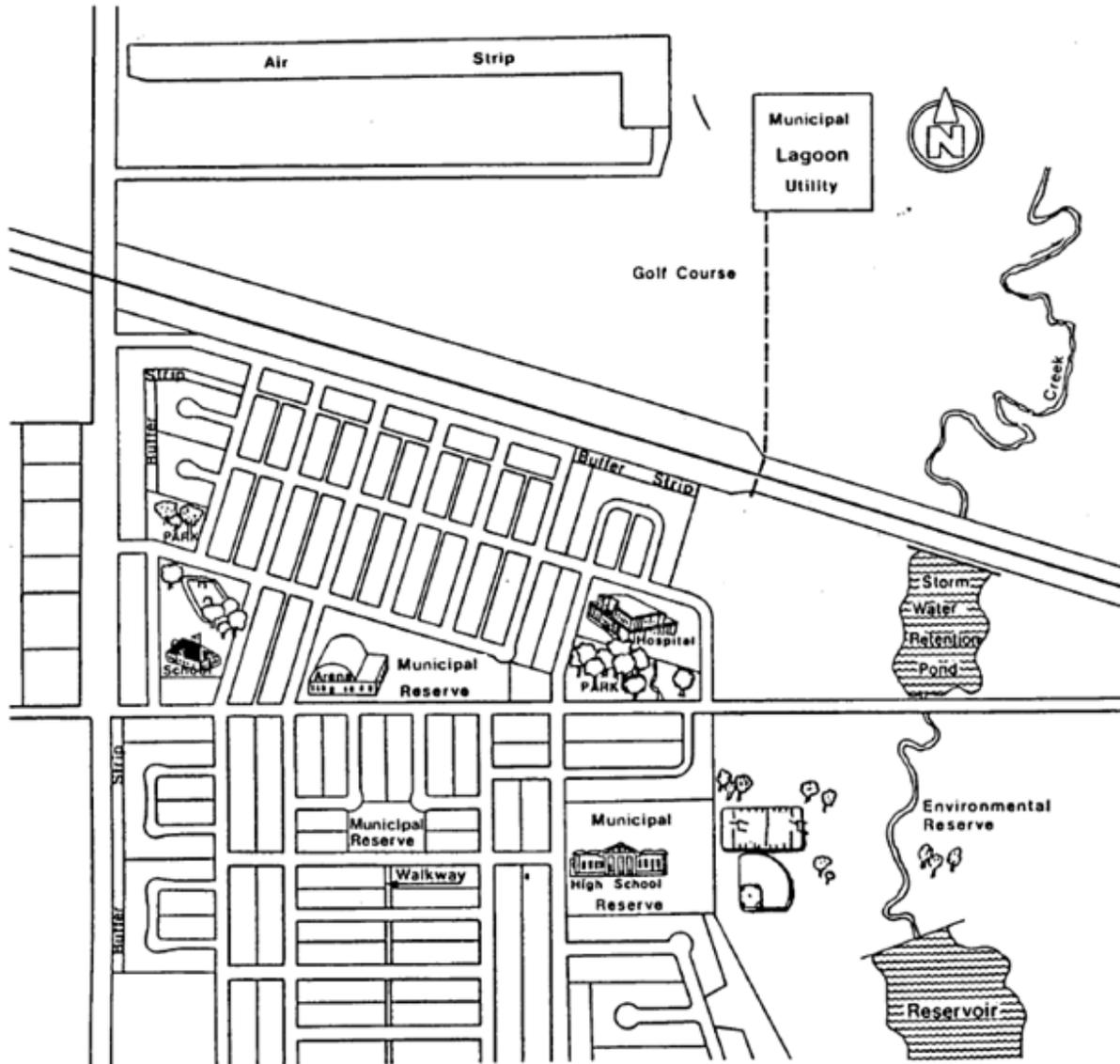
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## Introduction

Dedicated lands are used for public amenity and environmental protection. They may include parks, open spaces, playgrounds, beaches, shorelines, natural areas, trails, walkways, sports fields, and recreational facilities. These lands offer passive and active recreational spaces for the public and can provide social and economic benefits through recreation and tourism. Dedicated lands include municipal reserve, environmental reserve, public reserve, buffer strips, and walkways,<sup>1</sup> as discussed throughout this handbook and depicted in the figure below.



<sup>1</sup> Clause 2(1)(i) *The Planning and Development Act, 2007*.

Dedicated lands have a long history in Saskatchewan. Starting in 1911, *The Regulations Respecting Registration of Subdivision Plans* ensured that adequate land was set aside for school sites. In 1969, *The Dedicated Lands Regulations* were established to specifically regulate dedicated lands. These regulations have been amended over time to reflect community needs and government priorities. It is important that lands continue to be reserved for public use as populations grow and development occurs.

Municipalities should acquire and maintain dedicated lands because they contribute to the well-being of residents and often become a gathering place for thriving and active communities. These equal opportunity public spaces have also been shown to have significant physical and mental health benefits for those who use them. For this reason, it is essential that they are accessible to all community members.

The importance of providing sufficient dedicated lands in communities was highlighted during the COVID-19 pandemic where outdoor recreation and open spaces were in high demand. This was especially true for those living in dense communities and urban centres, but did not exclude impacts to lower density communities.



Photo Credit: Ministry of Government Relations

When land is being subdivided, dedicated lands are provided, without compensation, by the developer for public use and enjoyment. Municipalities may also dedicate existing municipally-owned lands or purchase lands for dedication, as necessary.

Dedicated lands are subject to special laws that protect the interests of the municipality, the developer, and the public. Over the years, legislation and regulations have evolved to recognize the changing and growing needs of communities to provide additional types of dedicated lands for residents. Currently, *The Planning and Development Act, 2007* (Act) and *The Dedicated Lands Regulations, 2009* (regulations) contain the legal framework for the provision, ownership, use and disposal of these lands. The Act also directs subdivision approving authorities<sup>2</sup> when to require the various types of dedicated lands.<sup>3</sup> In addition to the requirements of the Act and regulations, dedicated lands are subject to the provisions of a municipal official community plan, zoning bylaw, or interim development control bylaw.<sup>4</sup>

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<sup>2</sup> The Ministry of Government Relations' Community Planning branch is the subdivision approving authority for all municipalities in Saskatchewan, except for the following 10 cities that have been granted subdivision approving authority status pursuant to section 13 of *The Planning and Development Act, 2007*: Estevan, Lloydminster, Moose Jaw, North Battleford, Prince Albert, Regina, Saskatoon, Swift Current, Weyburn and Yorkton.

<sup>3</sup> Sections 177, 181, 184, and 185 *The Planning and Development Act, 2007*.

<sup>4</sup> Section 193 *The Planning and Development Act, 2007*.

Municipalities are encouraged to adopt dedicated lands policies in their official community plan and review recreation plans within their region. Policy should outline how dedicated lands are to be used and managed, areas of the municipality where land should be dedicated, and how cash or money in lieu of dedicated land is received, used, and distributed inside or outside the municipality. Maps may illustrate current and future recreation areas along with environmentally sensitive or potentially hazardous lands that should be protected through dedication.

## Designation of Dedicated Lands

### Context

Land parcels have special designations on Certificates of Title and survey plans depending on the type and use of the land. Each type of dedicated land is discussed in this handbook and has its own alphanumeric designation, as follows:

- Municipal Reserve MR1, MR2, etc.
- Public Reserve PR1, PR2, etc.
- Environmental Reserve ER1, ER2, etc.
- Buffer Strip PB1, PB2, etc. (owned by the Crown) or MB1, MB2, etc. (owned by the municipality)
- Walkway W1, W2, etc.
- Municipal Utility MU1, MU2, etc.<sup>5</sup>

When dedicating whole lots or parcels on a subdivision plan, a new dedicated lands designation is required for each site. New dedicated lands can be consecutively numbered, even if the parcels are on different registered plans. For example, if municipal reserves designated "MR1", "MR2" and "MR3" exist in an area, the following new reserve can be designated "MR4", and so on. Existing designations cannot be used again for another parcel on the same plan.

A dedicated land parcel may be established or amended by submitting a parcel class code change application to the Controller of Surveys.<sup>6</sup>

## Municipal Reserve

### Context

Municipal reserve lands are used for recreation and leisure, and may include public parks and community buildings. Lands dedicated as municipal reserve become the property of the municipality in which they are located, and their maintenance is a local responsibility.<sup>7</sup> Prior to 1991, some dedicated lands were called public reserves and were owned by the provincial government, with Her Majesty the Queen in Right of Saskatchewan appearing on the title. Public reserves generally serve the same function as municipal reserves.

On January 1, 1991, ownership of most of these lands were transferred to the municipality; however, the provincial government retained ownership of public reserves in which a provincial interest existed, and these parcels are on a holdback list<sup>8</sup>. Contact the Community Planning branch with questions about

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<sup>5</sup> Municipal Utility parcels are dedicated at the time of subdivision for a specific public work or public utility. More information can be found in section 172.1 of *The Planning and Development Act, 2007*.

<sup>6</sup> Sections 203 and 204 *The Planning and Development Act, 2007*.

<sup>7</sup> Section 186 *The Planning and Development Act, 2007*.

<sup>8</sup> Section 191 *The Planning and Development Act, 2007*.

removing a parcel from this holdback list. Since 1991, no new public reserve lands have been designated pursuant to the Act or regulations.

### **Designating Land as Municipal Reserve**

Lands are often dedicated as municipal reserve at the time of subdivision. The Act requires 10 per cent of the land proposed for residential development to be dedicated as municipal reserve, and 5 per cent of the land proposed for commercial, industrial, institutional, and other non-residential development to be dedicated as municipal reserve.<sup>9</sup> There are exceptions for the first subdivision in a quarter section, single lots in the Northern Saskatchewan Administration District, agricultural sites, subdivisions that correct or re-arrange boundaries, lands that were previously subject to the dedication requirement, and utility sites.<sup>10</sup> In some cases, the requirement can be temporarily deferred or met by a monetary settlement.<sup>11</sup> When deferring the municipal reserve requirement, the subdivision approving authority registers an interest on the land title for future dedication or monetary settlement.



*Photo Credit: Tourism Saskatchewan/Chris Hendrickson Photography*

The interest informs prospective buyers or future landowners and the municipality of the commitment. Municipal councils may also dedicate a parcel of land it owns as municipal reserve by resolution.<sup>12</sup> The municipality must own and hold title for the land being dedicated. Ownership can be confirmed with Information Services Corporation. After a resolution is passed, council may apply to ISC for a parcel class code change.

### **Density**

Neighbourhood density is an important issue facing urban municipalities. Density is also considered in determining municipal costs and services. A greater neighbourhood density can offer more efficient and cost effective municipal service provision. Depending on the level of municipal services provided, low neighbourhood density can result in costly expenses to the municipality. Reaching desired municipal density targets can be a fine balance which highlights the importance of planning and goal-setting neighbourhood density targets. Density targets may be established in policy within a municipality's official community plan and related plans, such as an active transportation plan and a recreation master plan.

Increased neighbourhood density places additional pressure on the use of dedicated lands. Simply put, more people living in a given area results in more people using public indoor and outdoor spaces in that area. Based on this principal, if a prescribed high-density target set out by the regulations is met or exceeded, additional municipal reserve may be required by the subdivision approving authority.<sup>13</sup>

<sup>9</sup> Section 186 *The Planning and Development Act, 2007*.

<sup>10</sup> Section 183 *The Planning and Development Act, 2007*.

<sup>11</sup> Sections 186, 187 and 190 *The Planning and Development Act, 2007*.

<sup>12</sup> Section 188 *The Planning and Development Act, 2007*.

<sup>13</sup> Section 13 *The Dedicated Lands Regulations, 2009*.

## Uses of Municipal Reserve

The Act and regulations provide several permitted uses of municipal and public reserves, including:

- Public parks and recreation spaces;
- Buffer strips;
- School sites;
- Natural areas;
- Public buildings or facilities;
- Public utilities;
- Buildings or facilities owned by a charitable corporation;
- Agricultural or horticultural uses;
- Marinas and access to navigable water bodies; and
- Other uses that the Minister of Government Relations (minister) may prescribe by regulation.<sup>14</sup>



*Photo Credit: Tourism Saskatchewan/Greg Huszar Photography.*

## Implementation Guidance

*How can the municipality implement the municipal reserve land provisions in the Act and regulations?*

- Establish policies within an official community plan and related plans, such as an active transportation plan and a recreation master plan, for designating and using municipal reserve land within the municipality.
- No private person or group can undertake development on public reserves or municipal reserves until a lease agreement has been entered into with the municipality or the provincial government.
- Municipal and public reserves may be leased to commercial operators for public recreational purposes or for uses that facilitate the use of the land as a public recreation area (e.g. ice cream stand, bait and tackle shop, boat rentals, etc.) but must conserve the public right and enjoyment and the permitted uses of the reserve.
- Section 194 of the Act provides the municipality with temporary development opportunities on dedicated lands, excluding walkways, and includes enforcement provisions.
  - Leases have a five-year term limit and annual rental fees may be equal to market values.
  - Buildings or facilities must be removable upon termination or, if they are to be left on the land, be acceptable for continued public use.
- A municipality and a school division, or multiple municipalities and/or school divisions, may negotiate agreements for the joint use and maintenance of municipal reserves. Each party's solicitors should review an agreement before it is formalized.

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<sup>14</sup> Subsection 192(1) *The Planning and Development Act, 2007*, subsection 6(1) *The Dedicated Lands Regulations, 2009*.

- Council may need to obtain subdivision approval and hire a Saskatchewan Land Surveyor if a proposal affects only part of a parcel.
- Section 202 of the Act permits the provincial government or a council to consider the construction, installation or maintenance of public utilities on dedicated lands.
- A minimum of 10 per cent of the land along waterbody shorelines should be dedicated to accommodate access for backshore lots and the general public.
  - For example, a best practice is to dedicate every 10<sup>th</sup> waterfront lot in a subdivision abutting a waterbody or watercourse as municipal reserve. This practice helps to increase the value of backshore lots by creating access to the shoreline and providing space for off-street vehicle and boat parking. This practice also helps to reduce public complaints to municipal councils about backshore lot owners and the general public interfering with lakeshore lot owners. In cases where Community Planning is the subdivision approving authority, this practice has been used since the 1970's.
- Appendix A provides a sample resolution for designating municipally-owned land as municipal reserve, along with examples of associated parcel class code changes.
- Appendix B provides a sample lease that municipalities may consider.
- Appendix C provides a sample joint use and maintenance agreement.

## Money in Lieu of Municipal Reserve

### Context

When municipal reserve is required, it can be met by the physical dedication of land, deferring land dedication to a later date, money in place of land, or through a combination of land and money. Municipalities should review proposed designations with a critical lens to ensure the proposal is manageable and in the best interest of the public.

The collection of cash or money in lieu of municipal reserve land dedication may be more common for industrial or commercial developments and low density rural subdivisions where public parks and recreational facilities associated with each subdivision are impractical. Instead, the requirement can be met by a monetary contribution to the municipality from the subdivision applicant.

This financial contribution can be invested in parks and recreation facilities that serve the wider community or region. Accepting money in lieu of land may be preferred in some cases to ensure an equitable distribution of parks and recreation facilities throughout a municipality. This requirement may be deferred for phased developments or when a master plan shows future dedication. Subdivision approving authorities are responsible for determining an appropriate amount for money in lieu payments.

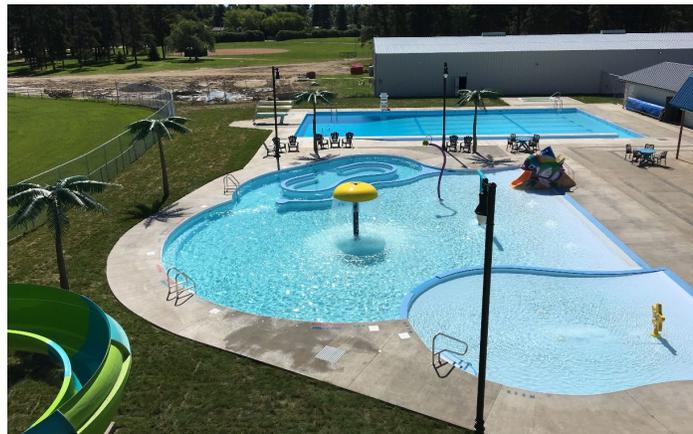
The regulations require municipalities to have a dedicated lands account separate from other accounts or line items in the municipality's budget. There are two main sources of funds for a municipality's dedicated lands account:

1. Proceeds from the sale, lease, or sublease of dedicated lands; and
2. Money received in lieu of the municipal reserve dedication.

Funds held within a dedicated lands account have a limited number of potential uses, including:

- Purchasing land to be dedicated for public use;
- Developing public parks and recreation facilities on existing public, municipal, and environmental reserves within or outside the municipality;
- Upgrading or replacing existing public parks or recreation facilities on existing public, municipal, and environmental reserves within or outside the municipality; and
- Developing public parks or recreation facilities on lands owned by a specified public authority, including the provincial government, a municipality, a school division, a post-secondary institution, a regional park, the Meewasin Valley Authority, the Provincial Capital Commission, and the Wakamow Valley Authority, if there is an agreement between the municipal council and the public authority. This is subject to the approval of the minister, unless the municipality is a subdivision approving authority.<sup>15</sup>

When money in lieu of municipal reserve land is preferred, the payment must equal the value of the land that would have been dedicated and is based on the intended use of the subdivision. The subdivision approving authority has the responsibility to determine an appropriate amount of money in lieu. In cases where Community Planning is the approving authority, the municipality in which the subdivision is located and the applicant will be consulted about the value of the land that would have been dedicated.<sup>16</sup>



*Photo Credit: Town of Nipawin.*

The amount of money to be paid depends on the type of subdivision.

For instance:

- A proposed residential subdivision requires 10 per cent of the value of the total land area of the source parcel, excluding any land required to be dedicated as environmental reserve and land that meets exemption criteria in section 183 of the Act.

<sup>15</sup> Sections 9 and 10 *The Dedicated Lands Regulations, 2009*.

<sup>16</sup> Section 187 *The Planning and Development Act, 2007*.

- A proposed commercial, industrial, institutional, or other non-residential subdivision requires 5 per cent of the value of the total land area of the source parcel, excluding any land required to be dedicated as environmental reserve and land that meets exemption criteria in section 183 of the Act.
- A proposed mixed-use subdivision (a combination of residential and non-residential uses) may be subject to both requirements. Municipal reserve would equal 10 per cent of the residential area of the source parcel plus 5 per cent of the non-residential area of the source parcel, excluding any land required to be dedicated as environmental reserve and land that meets exemption criteria in section 183 of the Act.

Public parks and recreational facilities require significant investment for land acquisition, capital improvements, and upgrades over time. This can be an expensive responsibility for an individual municipality. Municipalities are encouraged to enter into partnerships and pool resources with nearby communities to address the recreational well-being of the broader region. Partnerships can be formal or informal and can include those with municipalities, planning districts, regional parks, and First Nations and Métis communities.

These partnerships facilitate greater investment and contributions to parks and recreational facilities. Public facilities can be a major attraction for the region that offer healthy active spaces for community members as well as economic spinoffs and tourism dollars for local business. This results in mutual social and financial benefits for partners.

### **Implementation Guidance**

*How can the municipality implement the money in lieu of municipal reserve land provisions in the Act and regulations?*

- In cases where Community Planning is the subdivision approving authority, the municipality should work collaboratively with Community Planning and the subdivision applicant to determine a fair value for money in lieu. The municipality may recommend an amount for money in lieu; however, Community Planning is responsible for ensuring the money in lieu payment meets the requirements of section 187 of the Act.
- When preparing an annual budget, council should review the value of the dedicated lands account and consider committing those funds to specific parks and recreation projects in their community or region.
- The municipality can establish parks and recreation objectives and policies in its official community plan.
- The municipality can use regional partnerships, inter-community plans or agreements, and membership in a planning district to achieve its regional parks and recreation objectives for community residents and Saskatchewan people.
- The municipality can develop parks and recreation master plans and active transportation plans to meet the parks and recreational needs of the community.

- Municipalities that have few or no public parks and recreation facilities should invest in nearby municipal parks and recreation facilities that serve its residents.
- Once the municipality has chosen a municipal reserve contribution policy or framework, it should be applied to all developments so that the process is as fair and transparent as possible.
- Dedicated lands account money cannot be used for municipal reserve appraisal costs, general maintenance of public parks and recreation facilities, or general infrastructure projects.
  - Funding for appraisal costs and general maintenance of public parks and recreation facilities must come from municipal taxes and other own-source revenues.
  - Funding for general infrastructure projects must come from municipal taxes, other own-source revenues, and/or federal and provincial grant programs.

*How can the municipality assist in determining the money in lieu dollar amount?*

Best practices in determining municipal reserve fees include:

- Hiring a certified land appraiser to conduct a municipal, inter-community, or regional land appraisal framework. This approach:
  - Often is the most cost-effective and timely method versus undertaking appraisals on a case-by-case basis at the time of subdivision;
  - Reduces costs by partnering with neighbouring jurisdictions;
  - Demonstrates a fair and accurate determination of fees; and
  - Assists with subdivision appeals directly related to municipal reserve fees that cannot be agreed upon.
- Hiring a certified land appraiser to conduct appraisals on a case-by-case basis for each subdivision. This approach may be most cost effective and timely if the municipality and/or region has a low volume of subdivision applications each year.

Costs associated with the appraisal are borne by the municipality; however; there is value for municipalities in the upfront investment. This can result in more accurate and equitable money in lieu settlements for applicants and offer improved recreational opportunities for people.

The municipality could also consider the following alternatives to hiring an appraiser:

- Based on the proposed use, consider the value of an undeveloped site of similar size, use, and location in the municipality using:
  - Recent sales agreements, real estate listings, or real estate comparables;
  - Assessed values or market values based on information available from the Saskatchewan Assessment Management Agency; or
  - Recent declared values of the property, or other comparable properties, that the municipality receives from Information Services Corporation resulting from ownership changes.

## **Examples of calculating money in lieu of municipal reserve land**

*Example 1: Calculating money in lieu for a residential site.*

- Proposed use: Residential.
- \$150,000 for a residential site based on an appraisal or other lots/sales/assessments/market value for a parcel of similar size, location and use.
- 10 per cent of \$150,000 = \$15,000.
- Money in lieu of municipal reserve land contribution to the municipality = \$15,000

*Example 2: Calculating money in lieu for an industrial site.*

- Proposed use: Commercial.
- \$500,000 for a commercial site based on an appraisal or other lots/sales/assessments/market value for a parcel of similar size, location and use.
- 5 per cent of \$500,000 = \$25,000.
- Money in lieu of municipal reserve land contribution to the municipality = \$25,000

*Example 3: Combination of land and money in lieu.*

This option can provide for the municipal reserve land to be physically dedicated and developed at the same time (e.g. playground, sports field) for the benefit of area residents.

- Proposed use: Residential.
- \$250,000 for a residential site based on an appraisal or other lots/sales/assessments/market value for a parcel of similar size, location and use.
- 10 per cent of \$250,000 = \$25,000.
- 50 per cent of municipal reserve requirement is met by land dedication.
- 50 per cent of municipal reserve requirement is met by money in lieu = \$12,500.
- Money in lieu of municipal reserve land contribution to the municipality = \$12,500.

These examples are intended for sample purposes only in an effort to provide assistance to municipalities. Communities may have different circumstances that will require further analysis and the municipality should consult an appraiser. Although zoning may be a factor in the value of land, it should not be solely used to determine land values for the purpose of collecting money in lieu of municipal reserve.

## Environmental Reserve

### Context

Environmental reserves are dedicated during subdivision review. The purpose of this dedication is to ensure public safety and environmental protection. Environmental reserves include lands that may be hazardous to develop or those that are environmentally sensitive, such as:

- A ravine, coulee, swamp, drainage course, or creek bed;
- Wildlife habitat;
- Areas that contain historical features or significant natural features;
- Land that is subject to flooding;
- Land that is unstable or prone to erosion; and
- Land that abuts the bed and shore of any lake, river, stream, or other water body for the purpose of:
  - Preventing pollution;
  - Preserving the bank; or
  - Protecting development against flooding.<sup>17</sup>

Flooding of land and the erosion of banks and shorelines can be caused, or become worsened, due to ice action. To avoid the impacts of ice action, sufficient environmental reserve should be dedicated to account for this annual occurrence. The Saskatchewan Water Security Agency or Community Planning may be able to provide assistance regarding potential impacts of ice action and the appropriate amount of environmental reserve dedication to ensure the safety and protection of people and property. It is important during the subdivision process for a surveyor to delineate the bank, shoreline, and lot/parcel boundaries on a plan of proposed subdivision.

Since 1983, survey plans show parcels designated as "Environmental Reserve" with a letter and number identifier (e.g. ER1). As of November 1, 1989, ownership of environmental reserves was transferred from the provincial government to municipalities. Since then, land dedicated as environmental reserve is registered in name of the municipality in which it is located, unless the minister dedicates the environmental reserve in the name of the provincial government.<sup>18</sup>

In some historical situations, environmental reserve parcels may have been used for storm water retention. Amendments to the Act made in 2012 provide for municipalities to allocate land as municipal utility parcels (e.g. MU1) to accommodate public works and public utilities<sup>19</sup>.

### Uses of Environmental Reserve

Environmental reserves must be left in their natural state, unless used for the following purposes:

- Public parks and recreation areas;
- Access to navigable water bodies by watercraft, sea planes, and vehicles transporting watercraft;
- Access to marinas;
- Watercraft access channels through the environmental reserve to inlet marinas;
- Marina facilities owned by a public authority;

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<sup>17</sup> Section 185 *The Planning and Development Act, 2007*.

<sup>18</sup> Section 189 *The Planning and Development Act, 2007*.

<sup>19</sup> Section 172.1 *The Planning and Development Act, 2007*.

- Municipally-owned drinking water uses; and
- Storm water management facilities, subject to consultation with the appropriate government agencies.<sup>20</sup>

These uses are not permitted on environmental reserves that have been dedicated to protect wildlife habitat, historical features, or significant natural features.

The municipality may lease environmental reserve land for uses listed above.<sup>21</sup> Prior to entering into a lease agreement, the municipality should consider why the environmental reserve was created and how the lease may support or impact the intent. Any lease agreement must outline maintenance standards, public liability insurance requirements, sublease provisions, and other matters the municipality considers necessary.<sup>22</sup>

Since the purpose of dedicating environmental reserve is public safety and environmental protection, it may not be exchanged for another parcel of land.<sup>23</sup> These lands may only be sold if the minister and other government agencies agree that the environmental reserve designation is no longer needed.<sup>24</sup> Dedication of environmental reserve is separate from the municipal reserve dedication requirement.<sup>25</sup> In unique circumstances, the subdivision approving authority may consider including some portion of land set aside as environmental reserve to be included towards meeting the municipal reserve requirement.<sup>26</sup> This exemption may be applied if a portion of the environmental reserve is accessible and useable by the public. The subdivision approving authority has sole discretion in granting this type of exemption.<sup>27</sup>

## Implementation Guidance

*How can the municipality implement the environmental reserve provisions in the Act and regulations?*

- The municipality has a key role in identifying lands that may warrant environmental reserve dedication at the time of subdivision.
- At the time of subdivision, the approving authority must indicate the purpose of environmental reserve dedication on a certificate of approval<sup>28</sup>.
- The land is owned by the municipality and sometimes protected with an interest registered on title to the land.



*Photo Credit: Tourism Saskatchewan/Greg Huszar Photography.*

<sup>20</sup> Section 185 *The Planning and Development Act, 2007*; subsection 8(1) *The Dedicated Lands Regulations, 2009*.

<sup>21</sup> Subsection 185(5) *The Planning and Development Act, 2007*.

<sup>22</sup> Subsection 8(4) *The Dedicated Lands Regulations, 2009*.

<sup>23</sup> Subsection 185(7) *The Planning and Development Act, 2007*.

<sup>24</sup> Subsection 185(6) *The Planning and Development Act, 2007*.

<sup>25</sup> Subsection 186(4) *The Planning and Development Act, 2007*.

<sup>26</sup> Subsection 186(6) *The Planning and Development Act, 2007*.

<sup>27</sup> Subsection 186(6) *The Planning and Development Act, 2007*.

<sup>28</sup> Section 185 *The Planning and Development Act, 2007*

- If environmental reserve is not used for any of the permitted uses included in the Act or the regulations, or as a public park, it must be left in its natural state.
- The amount of environmental reserve in front of shoreline lots needs to consider setting development back from flooding, ice action, erosion, subsidence, riparian and aquatic habitat impacts and clearly delineating the property line of the cottage lot from the bank of the lake.
- Development plans and utility installations must consider why the land has been dedicated as environmental reserve to ensure continued protection and avoid disturbance of sensitive areas.
- If the land has unstable hillsides or slopes, the municipality should consult a geotechnical engineer about maintaining slope stability.
- The municipality can authorize requests for geotechnical reports in its zoning bylaw in order to review the safety and suitability of a site prior to development.
- The municipality must prohibit development of new buildings and additions to buildings in the flood way of the 1:500 year flood elevation of any watercourse or water body.<sup>29</sup>
- The municipality must require flood-proofing of new buildings and additions to buildings to an elevation of 0.5 metres above the 1:500 year flood elevation of any watercourse or water body.<sup>30</sup>
- The municipality should consult the Water Security Agency for information on flood prone lands or before filling flood prone areas. The Water Security Agency can advise if filling is an appropriate risk mitigation tool and where to fill to avoid increasing flood risks on other lands. Failure to take precautions can result in litigation.
- The municipality may lease environmental reserve for the uses permitted by the Act and regulations noted above. The municipal solicitor should be consulted.
- The municipality may set terms and conditions of the environmental reserve lease in accordance with the regulations and can include maintenance, liability, subleasing or anything considered necessary by the council.
- Section 202 of the Act permits the provincial government or a council to consider the construction, installation or maintenance of public utilities on dedicated lands (e.g. storm water management and utility lines).

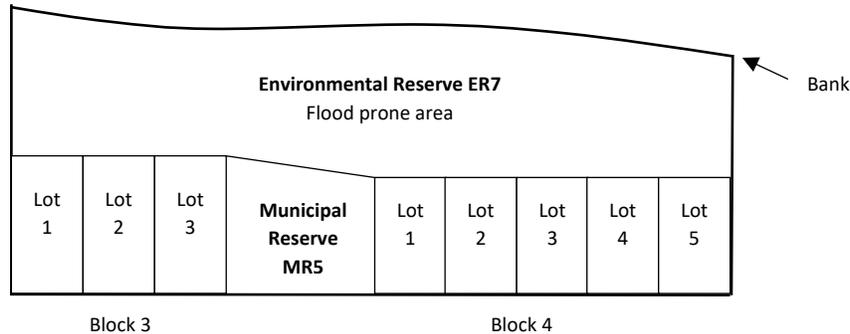
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<sup>29</sup> Subsection 6.7.3 *The Statements of Provincial Interest Regulations*.

<sup>30</sup> Subsection 6.7.4 *The Statements of Provincial Interest Regulations*.

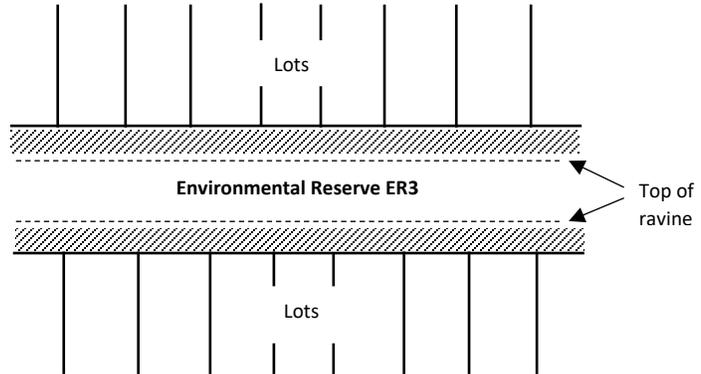
## Examples of environmental reserve dedication at the time of subdivision

*Example 1: Environmental reserve dedicated for flood prone land adjacent to a waterbody or watercourse.*



*Example 2: Environmental reserve dedicated for land that contains a ravine.*

The reserve must also include additional land between the top of the ravine and the rear lot lines to accommodate slope movement or slumping that may occur over time. In this case, some of the additional land can be landscaped for a park with pedestrian and bike paths, as shown by the crosshatched areas. The crosshatched area may be used to meet some of the municipal reserve requirement if agreed upon by the municipality and the subdivision approving authority.



## Buffer Strips

### Context

Buffer strips are used to separate incompatible land uses. Buffer strips can be dedicated to provide space between residential uses and nearby industrial or commercial areas, or separate residential uses from provincial highways, railways, and utility corridors. Before 1973, buffer strips were given a regular lot, block, or parcel designation. Buffer strips created after 1973 are identified as "B#."

If required by the approving authority, the developer will provide, without compensation, buffer strips during the subdivision process.<sup>31</sup> The size and location are determined during subdivision review by the approving authority.<sup>32</sup> In general, the land provided for buffer strips is not included in the amount of land required to be dedicated for municipal reserve. However, in unique circumstances, the subdivision approving authority may consider including buffer strip land in the municipal reserve requirement if it is accessible and usable by the public or the approving authority deems it to be in the public interest.

<sup>31</sup> Section 177 *The Planning and Development Act, 2007.*

<sup>32</sup> Section 178 *The Planning and Development Act, 2007.*

As of November 1, 1989, ownership of buffer strips was transferred from the provincial government to municipalities. Since then, land dedicated as buffer strips is registered in name of the municipality in which it is located. Instances where the provincial government is listed on title as the owner of a buffer strip are infrequent, and usually occur when a Minister’s Order exempts the parcel from municipal ownership. Contact the Community Planning branch if a buffer strip designated “PB#” is encountered. Municipalities have the ability to regulate the landscaping standards of buffer strips, and may use them for vehicular traffic and agricultural or horticultural purposes.<sup>33</sup> Municipal councils may sell or lease buffer strips, but cannot exchange buffer strips unless a subdivision that creates a new buffer strip is proposed.<sup>34</sup>

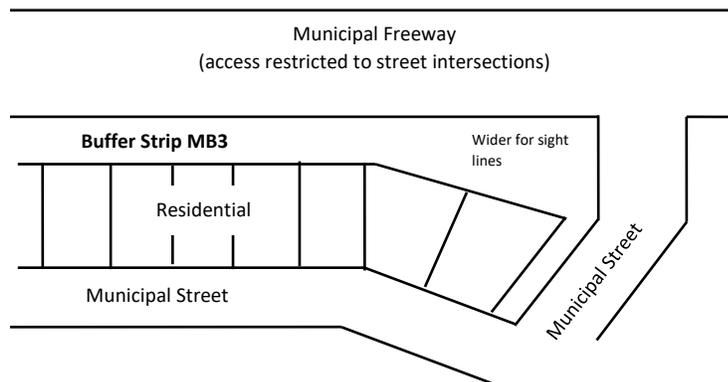
### Implementation Guidance

*How can the municipality implement the buffer strip provisions in the Act and regulations?*

- The size and location of buffer strips are decided by the approving authority during subdivision review. In cases where Community Planning is the approving authority, the municipality in which the subdivision is located will be consulted about the size and location of buffer strips.
- Buffer strips may be landscaped as required by council. Landscaping should enhance separation of different land uses and may include trees, shrubs, and berms.
- The municipality may lease a buffer strip for agricultural or horticultural uses, such as community gardens, crop production, and berry patches.

### Examples of buffer strip dedication at the time of subdivision

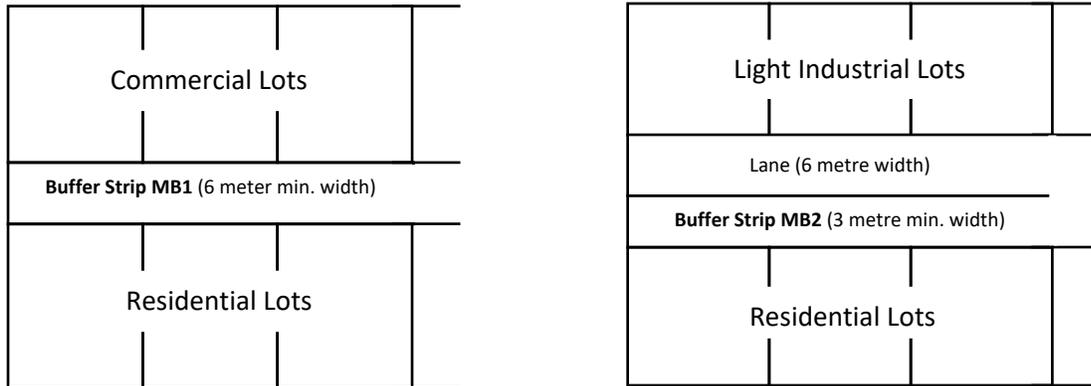
*Example 1: Buffer strip used to separate residential lots from a municipal freeway.*



<sup>33</sup> Subsection 4(4) and 4(6) *The Dedicated Lands Regulations, 2009.*

<sup>34</sup> Section 179 and 180 *The Planning and Development Act, 2007.*

Example 2: Buffer strip used to separate commercial lots from residential lots.



Example 3: Buffer strip and lane used to separate industrial uses from residential lots.

## Walkways

Similar to buffer strips and environmental reserve, land for walkways is not included in the amount of land required to be dedicated for municipal reserve at the time of subdivision. Walkways are dedicated, without compensation, for the purpose of neighbourhood connectivity and secondary access.<sup>35</sup>

Typical examples would be an urban walkway which provides a safe pedestrian route between streets and neighborhoods or access trails to linear parks or beach areas. Walkways must be a minimum of 1.5 metres in width,<sup>36</sup> however, the subdivision approving authority may require greater widths to accommodate recreation, connectivity, and alternate modes of transportation for the community. Prior to April 17, 1984, when amendments were made to *The Planning and Development Act, 1983*, walkways were titled to the Ministry of Highways.

Since then, walkways have been titled to the municipality in which they are located. If a walkway is no longer considered necessary, council may consider a bylaw to close and sell all or a portion of a walkway.<sup>37</sup> Typically, the walkway being closed and sold is offered to the adjacent landowner(s) at fair market value. See [Street and Road Closures in Saskatchewan](#) for more information.

## Utility Parcels

Before April 17, 1984, some parcels on survey plans were designated as utility parcel U#. These parcels were for municipal utilities such as pump houses. No utility parcels have been created since this date. Instead, parcels have been given regular lot, block, or parcel designations.



Photo Credit: Rural Municipality of Corman Park No. 344.

<sup>35</sup> Subsection 201(1) *The Planning and Development Act, 2007*.

<sup>36</sup> Subsection 16(11) *The Subdivision Regulations, 2014*.

<sup>37</sup> Subsection 201(4) *The Planning and Development Act, 2007*.

In 2012, section 172.1 was added to the Act, which enables municipalities to negotiate the dedication of land for municipal public works and public utilities at the time of subdivision. Any land dedicated as municipal utility becomes the property of the municipality in which the parcel is located, and is not included in the amount of land required to be dedicated for municipal reserve.<sup>38</sup>

Examples of public works and public utilities that are eligible to locate on municipal utility parcels include:

- Systems for the production, distribution or transmission of electricity;
- Systems for the distribution, storage or transmission of natural gas or oil;
- Facilities for the storage, transmission, treatment, distribution or supply of water;
- Facilities for the collection, treatment, movement or disposal of sanitary sewage;
- Telephone, cable television or light distribution or transmission lines; and
- Facilities for the collection, storage, movement and disposal of storm drainage.<sup>39</sup>

## Easements

### Context

A council may permit any type of public utility line on dedicated lands.<sup>40</sup> In some instances, council may also permit private domestic water wells, water lines, and sewage lines on dedicated lands.<sup>41</sup>

Authorizing public or private utilities on dedicated lands is often facilitated through an easement, which allows a landowner to grant another party limited use of part of their land. The easement must legally describe an area or right-of-way that the other party may use, and where the other party will access the area or right-of-way.

The subdivision process allows major utility routes to be coordinated with community expansion plans. Subdivision approval is required for new right-of-ways covering:

- Drainage ditches and irrigation canals;
- Main water and sewer pipe lines;
- Oil and high pressure natural gas pipe lines;
- Transmission lines located within 5 kilometers of a city or 2.5 kilometers of another urban centre, including hamlets; and
- Water reservoirs.<sup>42</sup>

Subdivision approval is not required for easements proposing:

- Collection lines;
- Distribution lines;
- Service connections; or
- Transmission lines located more than 5 kilometers from a city or 2.5 kilometers from another urban centre, including hamlets.<sup>43</sup>

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<sup>38</sup> Subsections 172.1(3) and (7) *The Planning and Development Act, 2007*.

<sup>39</sup> Clause 2(1)(uu) *The Planning and Development Act, 2007*.

<sup>40</sup> Section 201 *The Planning and Development Act, 2007*.

<sup>41</sup> Section 201 *The Planning and Development Act, 2007*.

<sup>42</sup> Section 121 *The Planning and Development Act, 2007*.

<sup>43</sup> Section 122 *The Planning and Development Act, 2007*.

Utility lines may be protected by easement agreements. An easement agreement may be drafted by a solicitor and registered on title to the affected land. Easement agreements are not required for municipal lines on dedicated lands that the municipality owns. Refer to section 202 of the Act for details on easements for utilities located on dedicated lands. Appendix D provides additional information and templates for utility easements. Consult the utility company for information on easement agreements. Any payment received for easements on dedicated lands must be recorded in the municipality's dedicated lands account, pursuant to section 9 of the regulations.

Easement agreements and subdivision approval are not needed for utility routes that are located in roadways. A municipality controls new routes in roadways they administer, and the Ministry of Highways controls new routes in provincial highways.

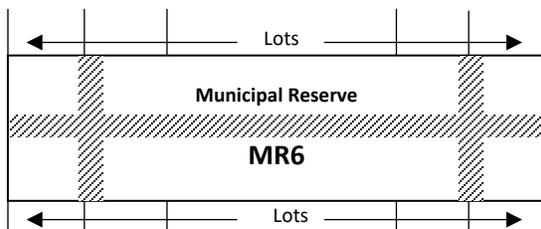
### Implementation Guidance

*How can the municipality implement the easement provisions in the Act and regulations?*

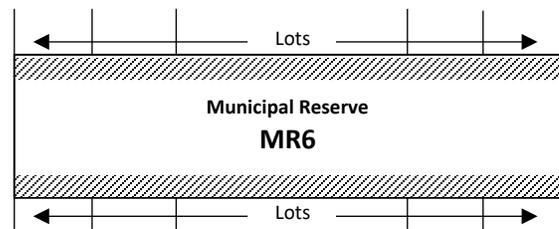
- While easements for utility lines are allowed on dedicated lands, municipalities must ensure that the amount of dedicated land used for an easement is kept to a minimum.<sup>44</sup>
- The parcel of dedicated land with the easement should remain in a state that retains the land for public purposes.<sup>45</sup>
- A municipality can enter into an easement agreement to permit public highways, public utility lines, private domestic water wells, private domestic water lines, and private domestic sewage lines on dedicated lands.
- A solicitor should be consulted prior to signing easement agreements.
- Once the easement agreement is signed, the municipality should register the agreement on the title to the affected land.

### Examples of easement locations on a municipal reserve parcel

*Example 1: Poor Easement Location (hatched area)*



*Example 2: Appropriate Easement Location (hatched area)*



<sup>44</sup> Section 12, *The Dedicated Lands Regulations, 2009*.

<sup>45</sup> Section 12, *The Dedicated Lands Regulations, 2009*.

## Leases

### Context

Municipalities may lease dedicated lands, except walkways, to an individual or charitable corporation for specific public purposes.<sup>46</sup> School divisions, including public boards of education, separate boards of education and the francophone conseil scolaire, are encouraged to lease municipal reserve for school purposes.<sup>47</sup> Lessees can be responsible for maintenance, liability, and other negotiable items. Charitable corporations can lease municipal reserves for their buildings or facilities.<sup>48</sup>

Leases of dedicated lands must be for the following purposes:

- Municipal and public buffer strips can be leased for agricultural or horticultural uses;
- Environmental reserves can be leased for public parks; and
- Municipal reserves can be leased for public parks, recreation areas, schools, natural areas, agricultural or horticultural uses, and public buildings or facilities.

A municipality is responsible for maintaining all dedicated lands within their boundaries subject to any lease or joint use agreements. A council has discretion over the type and level of maintenance, as long as public safety is not neglected.

### Implementation Guidance

*How can the municipality implement the lease provisions in the Act and regulations?*

- Through an official community plan, municipalities can develop school site policies.
- The municipality can designate municipal reserve lands to accommodate schools to meet local and regional needs.
- Municipalities are encouraged to work with neighbouring communities to ensure the need for school sites is accommodated at a regional level.
- A municipality and a school division or multiple municipalities and multiple school divisions can share the use and maintenance of some dedicated lands.
- Section 195 of the Act ensures that, when required by the Minister of Education, a joint use agreement shall be entered into between the municipality and a school division to address school site needs of the community.
- Section 196 of the Act allows formal inter-community agreements for the use of municipal reserves and public reserves.
- The regulations contain lease provisions for all municipalities and school divisions.
- The municipality may consider leasing dedicated land for uses that meet the requirements of the Act and the regulations.

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<sup>46</sup> Subsection 5(1) *The Dedicated Lands Regulations, 2009*, section 192 *The Planning and Development Act, 2007*.

<sup>47</sup> Subsection 195(1) *The Planning and Development Act, 2007*.

<sup>48</sup> Subsection 5(1) *The Dedicated Lands Regulations, 2009*.

- If dedicated lands are leased, the municipality must maintain public right to and enjoyment of the lands for all ages and abilities.
- In many cases, a lease on municipal reserve and environmental reserve will be for the entire parcel and will not require subdivision approval.
- In municipalities that are not approving authorities, dedicated lands leases can have a maximum term of forty years, with the provision for renewal options.<sup>49</sup>
- There is no maximum lease term for municipalities with subdivision approving authority status.<sup>50</sup>
- In the case where a portion of a municipal reserve or environmental reserve parcel is to be leased for longer than 10 years, including any renewal terms, subdivision approval may be required pursuant to the Act.
- In all municipalities, the rate to lease or sublease municipal reserve, environmental reserve and public reserve for school purposes and public works is set at \$1 annually. The rate for all other uses is any amount up to market rates.<sup>51</sup>
- Money collected from leasing dedicated lands must be deposited in the municipality's dedicated lands account.
- The municipality and lessee should consult a solicitor before signing a lease or agreement.
- Leases may be registered on title to the land by the municipality. Contact Information Services Corporation for more information.
- Appendices A and B provide sample lease and joint use agreements for municipalities.

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<sup>49</sup> Subsection 5(2) *The Dedicated Lands Regulations, 2009*.

<sup>50</sup> Subsection 5(7) *The Dedicated Lands Regulations, 2009*.

<sup>51</sup> Subsection 5(7) *The Dedicated Lands Regulations, 2009*.

## Agreements

### Context

In 1997, provisions were added to *The Planning and Development Act, 1983* to provide municipalities with an additional tool to authorize temporary development, through permit or agreement, on all dedicated lands except for walkways. These provisions have been carried forward to the current Act in section 194.

Development on dedicated lands are limited to improvements or landscaping, and any required maintenance thereof.<sup>52</sup> A person may obtain a permit or agreement to undertake a temporary development on a dedicated lands parcel from the municipality or the minister, depending on who owns it. The rights granted to a person through a permit or an agreement to develop on dedicated lands may be transferred to an adjacent land owner.<sup>53</sup> Transfer of development rights to an adjacent landowner must be done through an agreement that is approved by the owner of the dedicated lands parcel.

### Implementation Guidance

*How can the municipality implement the agreement provisions in the Act and regulations?*

- The municipality can consider issuing a permit or entering into an agreement with a person to temporarily develop a dedicated lands parcel it owns.
- The municipality can determine the appropriate terms and conditions for a temporary development permit or agreement. Terms and conditions may address the type of use, timelines for removal of temporary structures, hours of operation, and landscaping requirements.
- Permits allow for temporary structures on dedicated lands.<sup>54</sup> Temporary structures may include garden sheds, gazebos, equipment sheds, and play structures.
- Agreements allow for temporary development on dedicated lands.<sup>55</sup> Temporary development may include community gardens, sports fields with painted lines, outdoor shuffle boards, and lawn bowling greens.
- The municipality can consider extending the rights granted through this type of permit or agreement to an adjacent landowner. If an agreement to extend rights to an adjacent landowner is approved, the adjacent landowner must comply with the provisions of the original agreement.

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<sup>52</sup> Subsection 194(1) *The Planning and Development Act, 2007*.

<sup>53</sup> Section 15 *The Dedicated Lands Regulations, 2009*.

<sup>54</sup> Clause 194(2)(a) *The Planning and Development Act, 2007*.

<sup>55</sup> Clause 194(2)(b) *The Planning and Development Act, 2007*.

- Any person granted rights to develop on a dedicated lands parcel owned by the municipality may transfer those rights to an adjacent landowner through an agreement. The municipality has the ability to approve or refuse this agreement.
  - If approved, an adjacent landowner is subject to the terms and conditions of the original permit or agreement.
  - If refused, an adjacent landowner does not have the ability to exercise the rights of the original permit or agreement.

## Exemption

### Context

Municipalities and school divisions may enter into lease agreements for the joint use and maintenance of school sites on municipal reserve or public reserve lands.<sup>56</sup> This applies to municipalities that have been declared subdivision approving authorities and those that have not. School divisions include the public board of education, the separate board of education and the francophone conseil scolaire.<sup>57</sup>

To facilitate the execution of a joint use agreement, the minister may grant relief from compliance of certain requirements of the regulations, including the maximum lease term and maximum lease rate.<sup>58</sup> Before granting an exemption, the minister will determine if doing so will serve the public interest.<sup>59</sup> If an exemption is granted, the minister may impose any terms and conditions considered appropriate for the situation.<sup>60</sup> Section 195 of the Act contains more information on agreements for school sites on municipal reserve and public reserve lands.

### Implementation Guidance

*How can the municipality implement the exemption provisions in the regulations?*

- Municipalities and school divisions may enter into agreements for the joint use and maintenance of school sites on municipal reserve lands.
- Municipalities and school divisions should negotiate lease agreements for the joint use and maintenance of school sites on municipal reserve lands in good faith.
- During the negotiation process, any of the involved parties may request an exemption from the minister for certain requirements of the regulations.
- Before submitting an exemption request to the minister, the parties should clearly identify how the exemption serves the public interest.

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<sup>56</sup> Section 5 *The Dedicated Lands Regulations, 2009*.

<sup>57</sup> Clause 2(1)(xx.1) *The Planning and Development Act, 2007*.

<sup>58</sup> Subsection 11(1) *The Dedicated Lands Regulations, 2009*.

<sup>59</sup> Subsection 11(1) *The Dedicated Lands Regulations, 2009*.

<sup>60</sup> Subsection 11(2) *The Dedicated Lands Regulations, 2009*.

## Northern Saskatchewan Administration District

### Context

The District includes all of the unorganized area in the Northern Saskatchewan Administration District (NSAD) and excludes towns, northern villages, northern hamlets, and park land in the NSAD. *The Northern Municipalities Act, 2010* empowers the minister to act as the mayor and council of land in the District. Most of the land in the District is owned by the provincial government. Dedicated lands in the District serve the same purpose and have the same permitted uses as dedicated lands in other municipalities in the province.<sup>61</sup>



Photo Credit: Tourism Saskatchewan/Hans-Gerhard Pfaff.

Additionally, municipal reserve, public reserve, and environmental reserve parcels in the District may be used for public airplane landing facilities or public boat or seaplane docking areas.<sup>62</sup>

### Implementation Guidance

*How can northern municipalities implement the provisions in the Act and regulations pertaining to the District?*

- The regulations allow the minister to use any environmental reserve, municipal reserve, or public reserve within the District for public airplane landing facilities or public boat or seaplane docking areas.
- The regulations also allow northern municipalities to lease environmental reserve or public reserve within the District from the minister for public airplane landing facilities or public boat or seaplane docking areas.
  - If a northern municipality leases environmental reserve or public reserve for these purposes, the northern municipality may request permission from the minister to sublease all or a portion of that dedicated lands parcel to another person.
  - If the minister approves, the person subleasing the dedicated lands parcel may use it for the same purposes as outlined in the original lease.
  - If the minister refuses, the person is not able to sublease or use the dedicated lands parcel.
- Northern municipalities can call the Ministry of Government Relations' Northern Municipal Services branch at 306-425-4320 or 1-800-663-1555 to discuss leasing and subleasing opportunities for public airplane landing facilities or public boat or seaplane docking areas in the District.

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<sup>61</sup> Subsection 192(1) and 185(1) *The Planning and Development Act, 2007*, subsection 6(1) and 8(1) *The Dedicated Lands Regulations, 2009*.

<sup>62</sup> Section 14 *The Dedicated Lands Regulations, 2009*.

## Sale or Exchange of Dedicated Lands

### Context

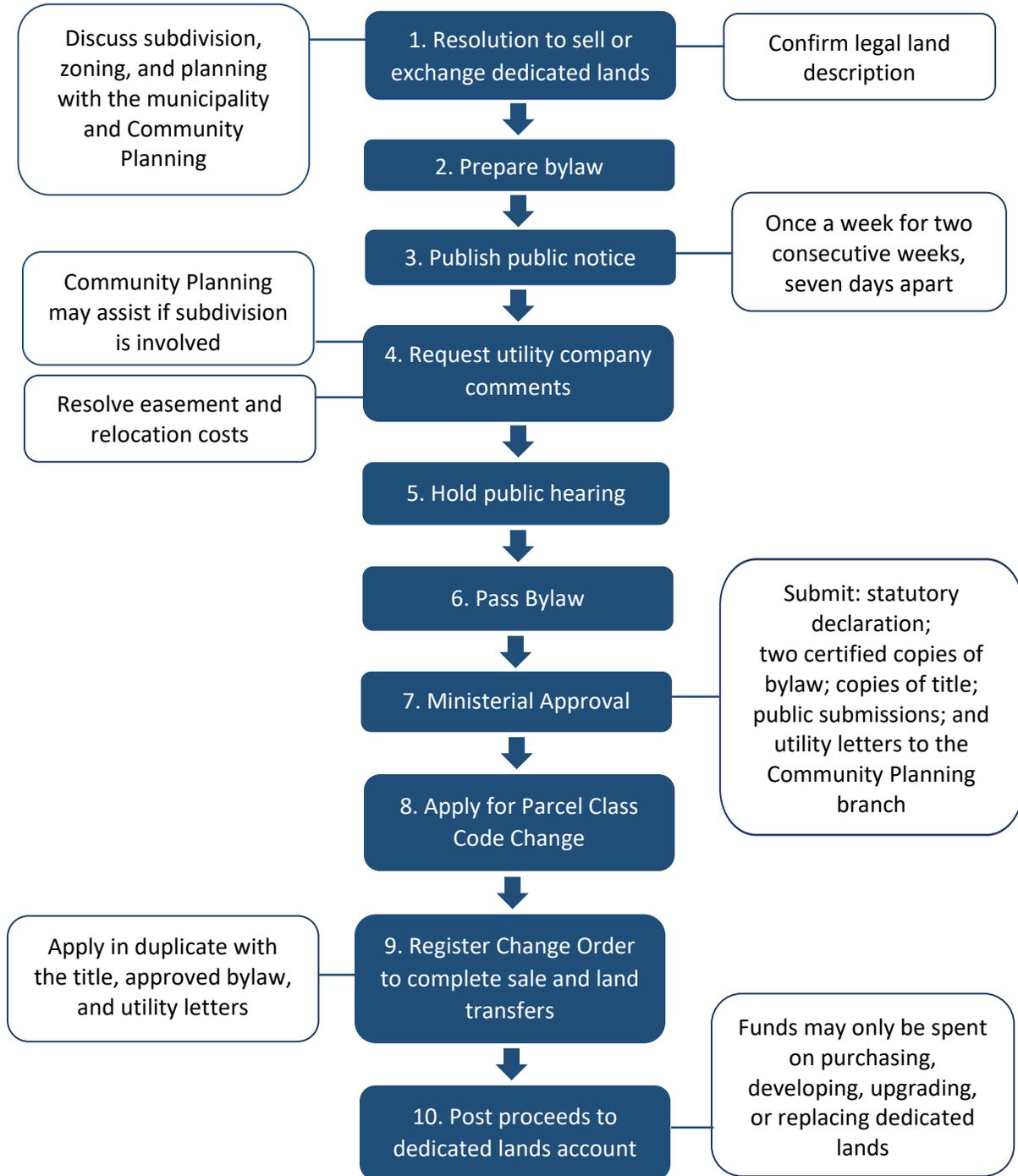
Municipalities have the ability to sell or exchange dedicated lands. While all types of dedicated lands may be sold with proper consent, only municipal reserve parcels may be exchanged for other land. If municipal reserve land is being exchanged, the other land must be of equal or greater area or value and it must be designated by council as municipal reserve.<sup>63</sup>

Sales or exchanges often occur when a particular parcel is no longer needed or there is greater need for park space in another area of the municipality. When considering selling or exchanging municipal reserve land, council must review the location and amount of other dedicated lands in the community. Since the lands are intended for public use, the public must be notified and have an opportunity to comment on a proposed sale or exchange.

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<sup>63</sup> Subsection 199(3) *The Planning and Development Act, 2007*.

## Procedures



Further to the flowchart provided above, these procedures are detailed in the following pages.

### 1. Resolution

Council must pass a resolution proposing the sale or exchange and authorizing preparation of the required documentation. A general property description may be used in the resolution, but the legal description must be used later. **No binding agreements for the land should be made until all the steps are complete.**

### 2. Bylaw

Prepare a bylaw to sell or exchange the dedicated land. A template is provided in Appendix E.

### 3. Public Notice

Prepare a notice of council's intent to sell or exchange the dedicated land using the format provided in Appendix E. The notice must:

- Outline the intent and reasons for the sale or exchange;
- Describe the affected land and provide a map;
- Describe where and when the public may inspect the proposed bylaw; and
- Describe the date, time, and location of the public hearing.<sup>64</sup>

The notice must be published once a week for two consecutive weeks in a local newspaper.<sup>65</sup> The first advertisement must be at least two full weeks before the public hearing.<sup>66</sup> This timing is demonstrated below.

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

The diagram shows a calendar grid with days of the week (S, M, T, W, TH, F, S) and dates (1-31). Two boxes on the right indicate 'Newspaper advertisements' and 'Public hearing'. Blue lines connect the boxes to the corresponding dates in the calendar. The 'Newspaper advertisements' box is connected to dates 7-10 and 14-17. The 'Public hearing' box is connected to date 22. Dates 7 and 14 are circled in blue, and date 22 is boxed in blue.

With prior approval, another public notice method may be used. To obtain this approval, send the Community Planning branch a letter explaining the preferred method and reasons for it. Include copies of the proposed bylaw and notice in your submission.

Public participation may not be required if the minister agrees that the proposed exchange is minor in nature.<sup>67</sup> Subdivision approving authorities who have adopted their own public notice bylaw may follow those processes instead of the ones provided in this handbook.<sup>68</sup>

<sup>64</sup> Subsection 199(4) and 207(6) *The Planning and Development Act, 2007.*

<sup>65</sup> Subsection 199(4) and 207(3) *The Planning and Development Act, 2007.*

<sup>66</sup> Subsection 199(4) and 207(4) *The Planning and Development Act, 2007.*

<sup>67</sup> Subsection 199(5) *The Planning and Development Act, 2007.*

<sup>68</sup> Subsection 199(6) *The Planning and Development Act, 2007.*

#### 4. Utility Company Comments

Request a consent letter from SaskTel, SaskEnergy, SaskPower, and any other utility company that may have lines on, in, or over the land. Include reasons for the request and the legal land description.

SaskEnergy – Land Services	1-800-567-8899
SaskPower – Land Department	1-800-757-6937
SaskTel – Lands and Easements	1-800-727-5835

Utility companies may require an easement agreement or relocation of their facilities for existing lines. The land's title may show existing utility easements. Crown utility company phone numbers are above. If the land is part of a subdivision application, Community Planning or the Land Surveyor may obtain the comments.

#### 5. Public Hearing

During the public hearing, the CAO/administrator should keep notes on the discussion and save copies of any written submissions as they must be included in the submission package. If the hearing is held during a council meeting, council must resolve to suspend the meeting and open the hearing.

#### 6. Pass Bylaw

After the hearing, council can decide whether to pass the bylaw. If unanimous consent is given to do so, the bylaw can be given three readings at the same council meeting. Otherwise, council must give first and second readings at one meeting and the third reading at the next.

#### 7. Ministerial Approval

Prepare a statutory declaration following the template in Appendix E and include the following as one submission:

- Two certified true copies of the bylaw;
- Copies of the public notice;
- A copy of the Duplicate Certificate of Title for the land;
- Certified true copies of any written submissions and meeting notes; and
- Copies of the utility company consent letters (unless obtained by Community Planning).<sup>69</sup>

Have the documents endorsed by a Commissioner of Oaths, and then send the material to the Community Planning branch. If approved, the Community Planning branch will return one copy of the bylaw showing the endorsement.

The bylaw does not come into effect until it receives ministerial approval.<sup>70</sup> If the minister considers the sale or exchange to be undesirable, they may refuse the bylaw.<sup>71</sup>

This step is not required for cities with subdivision approving authority status.<sup>72</sup>

<sup>69</sup> Subsection 200(1) *The Planning and Development Act, 2007.*

<sup>70</sup> Subsection 200(2) *The Planning and Development Act, 2007.*

<sup>71</sup> Subsection 200(3) *The Planning and Development Act, 2007.*

<sup>72</sup> Subsection 200(4) *The Planning and Development Act, 2007.*

## 8. Change Order

Only a municipality or the provincial government may own the land designated as a buffer strip, municipal reserve or public reserve. A Change Order can be used to change the designation so that the land can be sold to a private person or corporation. Two copies of the minister approved bylaw are required for the Change Order application. Refer to Information Services Corporation for information regarding Change Orders.

## 9. Registration

Consult a Saskatchewan Land Surveyor or Information Services Corporation for details.

## 10. Dedicated Lands Account

Any sale proceeds must be deposited in the municipality's dedicated lands account.

## Exceptions

Walkway sales do not require public notice or public hearing.<sup>73</sup> Walkways can only be exchanged to relocate a walkway as part of a redesigned subdivision.<sup>74</sup> Ministerial approval is required unless council has been declared a subdivision approving authority.<sup>75</sup>

Buffer strips can only be exchanged for another parcel if the exchange involves a re-subdivision that creates a new buffer strip.<sup>76</sup> Public participation may not be required if the minister agrees that the proposed change is minor.<sup>77</sup>

Utility parcels can be sold or altered by requesting utility company comments, applying for a parcel class code change, and registering the Change Order.

The minister may choose to sell or exchange public reserve land that is owned by the provincial government.<sup>78</sup> A municipality may also request that a public reserve be sold or exchanged, but the minister may refuse the request, depending on the circumstances.<sup>79</sup> If public reserve land is to be exchanged, the parcel must be of greater area or value and be designated as public reserve.<sup>80</sup>

## Resources

For additional information, please visit our website [www.saskatchewan.ca](http://www.saskatchewan.ca) or download the following Government of Saskatchewan resources:

[The Planning and Development Act, 2007](#)

[The Northern Municipalities Act, 2010](#)

[The Land Titles Act, 2000](#)

[The Land Surveys Act, 2000](#)

[The Dedicated Lands Regulations, 2009](#)

[Street and Road Closures in Saskatchewan](#)

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<sup>73</sup> Subsection 201(5) *The Planning and Development Act, 2007*.

<sup>74</sup> Subsection 201(7) *The Planning and Development Act, 2007*.

<sup>75</sup> Subsection 201(6) and 201(8) *The Planning and Development Act, 2007*.

<sup>76</sup> Subsection 180(2) *The Planning and Development Act, 2007*.

<sup>77</sup> Subsection 180(4) *The Planning and Development Act, 2007*.

<sup>78</sup> Subsection 198(2) *The Planning and Development Act, 2007*.

<sup>79</sup> Subsection 198(4) and 198(5) *The Planning and Development Act, 2007*.

<sup>80</sup> Subsection 198(3) *The Planning and Development Act, 2007*.

## Appendix A: Municipal Reserve Dedication by Resolution

### Introduction

A municipality may dedicate, by resolution, a parcel of land as municipal reserve. By dedicating the land as municipal reserve, a council commits the land for public use and allows the public to comment on any proposed sale of the land in the future. Two municipalities may pass complementary resolutions for land they jointly own. The municipalities may have a joint use agreement such as the sample in Appendix C. This appendix provides an example resolution along with example legal land descriptions, parcel class code changes, and consolidations for municipal reserve land.

### Ownership and Titles

A municipality must own and hold title for the land being dedicated. Ownership can be confirmed by checking with Information Services Corporation, or by examining current survey plans and titles in the municipal office.

If dedicating whole lots or parcels on a subdivision plan, a new municipal reserve designation is required for each site. New municipal reserves can be consecutively numbered even if the parcels are on different registered plans. For example, if municipal reserves designated "MR1", "MR2" and "MR3" exist in an area, the following new reserve can be designated "MR4", and so on. Existing designations cannot be used again for another parcel on the same plan.

### Sample Resolution to Dedicate Land

Council resolutions may follow the format provided below.

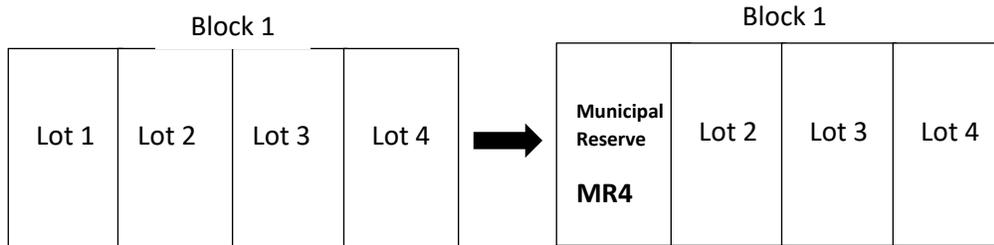
Resolution of Council #
Moved by Councillor _____:
That the <b>MUNICIPALITY</b> dedicate <b>LAND DESCRIPTION</b> as Municipal Reserve, pursuant to Section 188 of <i>The Planning and Development Act, 2007</i> .
CARRIED.

### Parcel Class Code Change Before and After Examples

When a lot or parcel designation is changed, Information Services Corporation issues a new title showing the new parcel designation. Contact Information Services Corporation for required forms and processes. Examples 1 and 2 on the next page designate parcels as municipal reserve through a parcel class code change. These examples affect whole surveyed lots or parcels on subdivision plans.

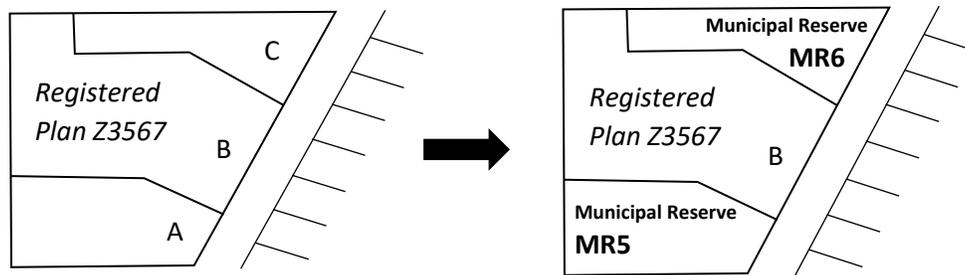
*Example 1: Lot 1, Block 1 to be designated Municipal Reserve MR4.*

This example involves one site held by one title.



*Example 2: Parcels A and C, Registered Plan Z3567 to be designated Municipal Reserves MR5 and MR6.*

This example involves two sites, each with their own title, that are shown on the same subdivision plan.

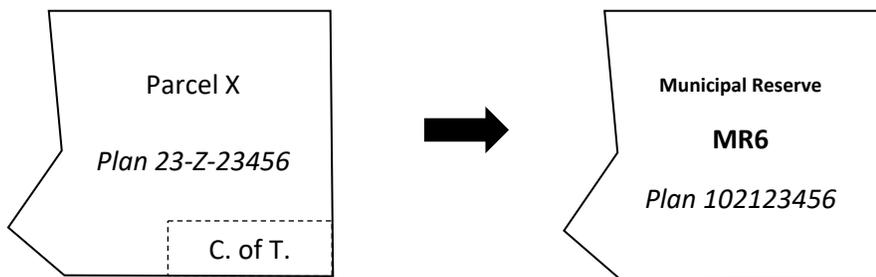


The following rules apply to Consolidation Plans:

- Adjoining lots, blocks, and parcels on the same and different plans can be combined as one site under one title with a new parcel designation.
- Different designations must be used for each parcel or combined parcels and on each plan.
- If a designation exists on a plan, it cannot be used again for another parcel on that plan.

*Example 3: All of Parcel X on Plan 23-Z-23456 to be designated as Municipal Reserve MR6.*

This example involves a consolidation of two parcels and parcel class code change to municipal reserve. The municipality must own both parts in order to change the designation on the plan.



Two titles – part of Parcel X is held by a descriptive Certificate of Title.

Only one title is issued for the municipal reserve.

## Appendix B: Lease Agreement Template

The following template provides general information and informal guidance on the types of things commonly considered for a lease agreement, and must not be construed as legal advice, which it is not, or accurate for specific situations and uses. The content of the template is based on samples of agreements previously provided to the Ministry of Government Relations. The template must be modified to suit local circumstances. Consult your solicitor when preparing the agreement and before signing the agreement.

### Lease Agreement

THIS LEASE made this **DATE**.

BETWEEN:

**MUNICIPALITY NAME**

In the Province of Saskatchewan  
(hereinafter referred to as the "Lessor")

-and-

**FULL LEGAL NAME** Note: must be an incorporated body  
(herein after referred to as the "Lessee")

WHEREAS *The Planning and Development Act, 2007*, provides that land dedicated as a **TYPE OF DEDICATED LAND (e.g. municipal reserve)** becomes the property of the municipality in which the land is located and therewith authority to lease such lands in accordance therewith and certain regulations passed pursuant thereto;

AND WHEREAS the **MUNICIPALITY NAME** is thereby empowered to lease such lands for any of the purposes provided for in the said Act;

AND WHEREAS the Lessee wishes to lease a **TYPE OF LAND (i.e. municipal reserve)** located in the **MUNICIPALITY NAME** for such a purpose;

NOW THEREFOR THIS LEASE WITNESSES THAT: In consideration of the rent paid, and the covenants and agreements hereinafter reserved and contained on the part of the Lessee, to be kept, observed and performed, the Lessor HAS DEMISED AND LEASED, and by these presents DOES DEMISE AND LEASE to the Lessee the following **INSERT TYPE OF LAND**, (hereinafter referred to as the "premises"), to wit:

**LEGAL LAND DESCRIPTION FROM THE TITLE**

(e.g. All of Municipal Reserve MR4 in the Town of Anyplace, in the Province of Saskatchewan, Canada, according to Plan # or Surface Parcel #.)

for a term of **TERM** years commencing the first day of **MONTH, YEAR**, and ending on the last day of **MONTH, YEAR**, both dates inclusive, unless terminated earlier in accordance with this lease, and for which the Lessee is to pay the non-refundable sum(s) of **AMOUNT** the receipt of which sum is hereby acknowledged **OR** to be paid by the **DAY** of every **MONTH OR YEAR** during the term of this lease.

**NOTE: The maximum terms and rental rates are in section 5 of *The Dedicated Lands Regulations, 2009*.**

1. The Lessor covenants with the Lessee that, except as otherwise may be specifically provided for in this lease, if the Lessee has paid rent and performs the covenants applicable to them hereunder, the Lessee shall peaceably hold the premises during the term without any interference by the Lessor.
2. This lease is made subject to the following conditions, to the fulfilment whereof the Lessee binds their self, namely:
  - a. Not to assign this lease nor sublet the premises or any portion thereof and in the event of a breach thereof, as determined solely by the Lessor, this lease shall immediately terminate as if it were the expiration of the original term;
  - b. To use the premises exclusively for the purposes outlined in section 3 hereof, and in so doing shall promptly comply with any and all laws, ordinances, rules, bylaws, regulations or orders of any and all municipal, provincial and federal authorities, boards, commissions and other government agencies with respect to the premises, and without restricting the generality of the foregoing, the Lessee hereby agrees to observe and comply with the provisions of any regulations from time to time made under *The Planning and Development Act, 2007*, respecting dedicated lands as the same may be amended or substituted which may be applicable hereto and not inconsistent with the terms of this lease, in the same manner and to the same extent as if the same were expressly incorporated herein;
  - c. To effect, not later than sixty (60) days from the date of this lease, and to keep in force during the term of this lease, insurance protecting both the Lessor and the Lessee (without any rights of cross claim or subrogation against the Lessor) against claims for personal injury, death, property damage, or third party or public liability claims arising from any accident or occurrence upon or in the premises, from any cause and the Lessee shall pay all premiums and costs of all insurance required to be effected hereunder.

**NOTE: This insurance must be carried by the Lessee and be in addition to normal municipal requirements. A minimum of \$10,000,000.00 is recommended.**

- d. Notwithstanding clause (c) hereof, to indemnify and save harmless the Lessor from all liabilities, damages, costs, claims, suits or actions arising out of:
  - i. Any breach, violation or non-performance of any covenant herein contained on the part of the Lessee;
  - ii. Any damage to property howsoever occasioned by the use and occupation of the premises; or
  - iii. Any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the premises or any part thereof or resulting from the use and occupation of the said premises during the term of this lease from any cause whatsoever;

- e. To allow the public at large access to and enjoyment of the premises and any building, facility, structure, or improvements thereon.
3. It is understood and agreed between the parties hereto that the Lessee:
- a. Shall use the premises exclusively for:
    - i. **INSERT USE** – see permitted uses in *The Planning and Development Act, 2007* and *The Dedicated Lands Regulations, 2009*; and
    - ii. Accessory structures and facilities thereto, in accordance with the terms of this lease and section 192 of *The Planning and Development Act, 2007*.

**NOTE: Buildings and accessory structures can be shown on an appended site plan.**

- b. Notwithstanding any other provision in this lease, shall not erect, construct, build, place or locate on the premises any building, facility, structure, utility lines or other improvement, other than those described in clause 3(a) without the Lessor's prior written consent; and
  - c. Without restricting the generality of the foregoing, agrees that no steps shall be taken to place or locate any water, sewer, gas, telephone, power or other utility lines in, on, over or under the premises for the purpose of providing the Lessee with such services without the Lessor's prior written consent.
4. It is further understood and agreed between the parties:
- a. That this lease may be terminated by either party upon not less than **INSERT DAYS OR MONTHS** prior written notice to that effect mailed to the other by certified mail;
  - b. That upon the termination or expiration of the term specified in this lease, pursuant to any provision hereof, or within **INSERT DAYS OR MONTHS** thereafter, the Lessee shall:
    - i. Vacate the premises and surrender the same to the Lessor in a neat and tidy condition and, without restricting the generality of the foregoing, shall fill and level excavations thereon; and
    - ii. Cause all buildings, facilities, structures, improvements, utility lines, or chattel equipment erected, constructed, placed or located on the premises by the Lessee to be removed therefrom at their sole cost or expense and risk, failing which the Lessee's right, title, or interest therein shall vest in the Lessor; and
    - iii. Where the Lessee fails to fulfil any of their obligations under the foregoing sub clauses (i) and (ii), as determined solely by the Lessor, the Lessor may take such steps as may be needed to remove the Lessee from the premises and without restricting the generality of the foregoing, may discharge any of the obligations placed upon the Lessee by sub clauses (i) and (ii) and charge the expense for doing so against the Lessee.

5. The Lessee hereby declares:
  - a. That they have inspected the premises before executing this lease and that their taking possession thereof shall be deemed conclusive evidence that they were satisfied with the state and condition thereof; and
  - b. That no representations as to the condition or state of the premises have been made to them by the Lessor and that no promise has been made to alter, maintain, or improve the premises.
6. a. Any notice to the Lessor under this lease shall be sufficiently served if sent by certified mail to:

**FULL LEGAL NAME AND ADDRESS**  
and any notice to the Lessee under this lease shall be sufficiently served if sent by certified mail to:

**FULL LEGAL NAME AND ADDRESS**

  - b. Either party may change its noted address by notice to the other in accordance herewith and any such change shall take effect immediately upon receipt of such notice.
7. Notwithstanding anything contained in this lease, nothing herein qualifies the authority vested in the Municipality or the Crown by section 202 of *The Planning and Development Act, 2007*.
8. The Lessee acknowledges that they are not an officer, servant, or agent of the Lessor and shall not hold themselves out as such.
9. Any excusing, condoning, or overlooking by the Lessor of any default, breach or non-observance by the Lessee at any time of any covenant, proviso, condition or regulation in this lease shall not operate as a waiver of the Lessor's rights hereunder in respect of any subsequent default, breach or non-observance of terms of this lease and shall not defeat or affect in any way the Lessor's rights in respect of any subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Lessor save only express waiver in writing. All rights and remedies of the Lessor in this lease contained shall be cumulative and not alternative.
10. The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied collateral or otherwise forming part of or in any way affecting or relating to this lease save as expressly set out in this lease and that this lease constitutes the entire agreement between the Lessor and Lessee and may not be modified except by subsequent agreement in writing executed by the Lessor and Lessee and that any consents issued by the Lessor pursuant to this lease shall be attached hereto and deemed to form part of this lease and the terms of this lease.

11. This lease and everything herein contained shall extend to, bind, and ensure to the benefit of the heirs, executors, administrators, and successors of each of the parties hereto and where the Lessor or Lessee is a person or a corporation, the provisions herein shall be read with all grammatical changes thereby rendered necessary and all rights and powers reserved to the Lessor hereunder may be exercised by either the Lessor or its agents or its representatives.

IN WITNESS WHEREOF the parties hereto have executed this lease as of the day and year noted.  
For the Lessor: **MUNICIPALITY NAME**

\_\_\_\_\_  
Mayor/Reeve

\_\_\_\_\_  
CAO/Administrator

SEAL

For the Lessee: **FULL LEGAL NAME OF LESSEE**

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Witness (if Lessee does not have a seal)

SAMPLE

## Appendix C: Joint Use Agreement Template

The following template provides general information and informal guidance on the types of things commonly considered for a joint use agreement, and must not be construed as legal advice, which it is not, or accurate for specific situations and uses. The content of the template is based on samples of agreements previously provided to the Ministry of Government Relations. The template must be modified to suit local circumstances. Consult your solicitor when preparing the agreement and before signing the agreement.

### Joint Use Agreement Between a Municipality and School Division

THIS AGREEMENT made this **DATE**

BETWEEN:

The **MUNICIPALITY NAME**

(hereinafter called the "Municipality") OF THE FIRST PART

AND

The Board of Education of the **NAME** School Division No. **NUMBER**

(hereinafter called "the Board") OF THE SECOND PART

WHEREAS the Municipality and the Board both wish to develop and maintain certain recreational and educational facilities and to organize certain public recreational programs;

AND WHEREAS it is the mutual desire of the Municipality and the Board to construct new facilities, to refit existing facilities and to utilize such facilities jointly, thereby increasing and improving services available to their respective constituents;

AND WHEREAS the parties are mutually desirous of making use of and enjoying facilities owned or operated by the other;

AND WHEREAS by this Agreement, the parties wish to establish mechanisms for the joint utilization of their respective buildings, equipment, facilities, grounds and land;

AND WHEREAS, the Municipality owns:

**DESCRIBE HERE OR ATTACH SCHEDULES LISTING: BUILDINGS, EQUIPMENT, FACILITIES, A GROUNDS OR PORTIONS THEREOF TO BE JOINTLY USED,**

(hereinafter called "Municipal Facilities")

AND WHEREAS the Board owns:

**DESCRIBE HERE OR ATTACH SCHEDULES LISTING: BUILDINGS, EQUIPMENT, FACILITIES, A GROUNDS OR PORTIONS THEREOF TO BE JOINTLY USED,**

(hereinafter called "Board Facilities")

**NOTE: Legal land descriptions should be used to refer to the grounds. A jointly approved site plan showing all buildings and facilities should be appended to this agreement.**

NOW THEREFOR THIS AGREEMENT WITNESSES THAT: In consideration of the mutual and respective covenants, undertakings, terms and conditions set forth hereunder, the Parties agree as follows:

## 1. DEFINITIONS

1.1 Building means any enclosed permanent structure or portion thereof, as may be specified herein, used for recreation or school purposes and is owned, leased or occupied by the Board or Municipality or both.

1.2 Equipment means all non-consumable items owned by either Party used for educational or recreational purposes, including playground and sports or athletic structures on the grounds specified herein.

1.3 Facilities means all buildings, equipment and grounds as specified in this Agreement designed and used for school or recreation purposes that are owned, leased or occupied by the Board or Municipality or both.

1.4 Grounds means all lands exclusive of buildings or portions thereof as specified in this Agreement, which are owned, leased or operated by the Municipality or Board or both, and includes athletic fields, parking lots and fixed equipment.

1.5 Normal School Hours means 6:00 a.m. to 6:00 p.m. on weekdays being Monday to Friday excluding statutory holidays as established annually in a School Year Calendar by the Board.

## 2. JOINT USE FACILITIES

2.1 The aforesaid Municipal facilities and Board facilities shall be known as the Joint Use Facilities (or The **NAME** Sports Grounds).

2.2 The Joint Use Facilities may be used and enjoyed by each Party to this Agreement in accordance with the terms of this Agreement.

## 3. MANAGEMENT COMMITTEE

3.1 The Parties hereto agree to establish a committee called the "Joint Use Facilities (or Sports Grounds) Management Committee" (herein referred to as the "Management Committee") for the purpose of carrying out the terms of this Agreement.

3.2 The Parties agree that they are equally responsible for and bound by all acts or omissions of the Management Committee, and each member thereof, occurring in the course of its or their duties imposed in this Agreement.

3.3 The Parties further agree that neither may assert or maintain any claim against the other arising from any act or omission of the Management Committee or any member thereof, occurring in the course of its or their duties imposed in this Agreement.

#### 4. MANAGEMENT COMMITTEE MEMBERSHIP

4.1 The Management Committee shall consist of **NUMBER** members of which **NUMBER** members shall be appointed by the Municipality and **NUMBER** members shall be appointed by the Board, subject to any future agreement by both Parties to add or decrease the total number of members provided there shall be equal representation.

4.2 Committee members shall be appointed and may be reappointed for a term of **NUMBER** years, not to exceed **NUMBER** years.

4.3 Either Party may, at any time, revoke the appointment of any committee member appointed by it.

4.4 The Party responsible shall appoint a replacement for any of its nominees whose appointment has been revoked or for any of its nominees that may have resigned.

4.5 All appointments shall be made in writing and written notice providing the name and address of the appointed member shall be given to the other Party.

4.6 The Management Committee shall appoint from its membership for **NUMBER** year terms, a Chair, Vice-Chair, and Secretary retaining the power to reappoint or revoke such appointments and to appoint any replacement when required.

#### 5. MANAGEMENT COMMITTEE JURISDICTION

5.1 Subject to the other terms of this Agreement, the Management Committee shall generally be responsible for the administration and planning of development, the scheduling of use and access to and the maintenance of the Joint Use Facilities.

5.2 The Management Committee shall be specifically responsible for **RESPONSIBILITIES**.

#### 6. DEVELOPMENT COSTS

6.1 Fees for the design and drawing of Site Development Plans and for levelling the grounds needed prior to construction of buildings or facilities shall be divided on the basis of **PERCENTAGE OR DOLLAR VALUE** for the Board and **PERCENTAGE OR DOLLAR VALUE** for the Municipality.

6.2 Costs for developing the **BUILDINGS AND/OR FACILITIES** shown on the attached site plan(s) shall be borne entirely by the Municipality.

6.3 Costs for developing the **BUILDINGS AND/OR FACILITIES** shown on the attached site plan(s) shall be borne entirely by the Board.

6.4 Costs for future facilities and grounds improvements shall be negotiated by the Parties prior to any development commencing.

## 7. SCHEDULING PROVISIONS

**NOTE: All times can be negotiated**

7.1 It is the mutual intention of the Parties hereto that the Board shall enjoy preference of use and access to all facilities during normal school hours and that the Municipality shall enjoy scheduling priority outside of normal school hours.

7.2 The Parties shall make copies of their respective Recreation Board Schedule or School Year Calendar available to each other and to the Management Committee by the end of **MONTH** every year.

7.3 The Board shall make Board facilities available to the Municipality outside normal school hours, provided however, that the Board may reserve unto its own use a maximum of **PERCENTAGE** of the time between **TIME** and **TIME** on weekdays and **PERCENTAGE** of the time between **TIME** and **TIME** on other days.

7.4 The Municipality shall make municipal facilities available to the Board during normal school hours, provided however, that the Municipality may reserve unto its own use a maximum of **PERCENTAGE** of the time during normal school hours.

7.5 Notwithstanding the above, the use of the facilities and grounds outside of normal school hours, shall be determined by the Management Committee subject to the conditions established in clause 5.2 which all users of the facilities shall comply with, and no person or group shall be permitted use of the facilities without their acceptance of the conditions nor without the prior written approval of the Management Committee.

## 8. MAINTENANCE

8.1 The **NAME** shall be generally responsible for ongoing maintenance of the groups in such condition as required to keep them at a standard suitable for their intended use, and such maintenance shall include ongoing clean-up of all grounds and landscaping (trees, shrubs, and grassed areas).

8.2 Costs for ongoing grounds maintenance shall be apportioned on the basis of the Board being responsible for **PERCENTAGE** and the Municipality being responsible for **PERCENTAGE** as the total costs are annually forecast or budgeted by the Management Committee.

8.3. Costs for ongoing maintenance of the facilities shall be divided on the basis of the Municipality being responsible for **FACILITIES** and the Board being responsible for **FACILITIES**.

8.4 Costs for operating and maintaining the buildings or portions thereof included in this Agreement shall be borne in the following manner **DETAILS**.

## 9. EQUIPMENT

9.1 Any of the equipment referred to on Page 1 of this Agreement (or in the appended schedules), kept at a Municipal or Board building or facility shall be available to the other Party at **COSTS AND/OR CONDITIONS**.

## 10. DAMAGE TO FACILITIES AND LOSS OF OR DAMAGE TO EQUIPMENT

10.1 Costs involved in any repair of damage to the grounds or to any facility or equipment arising out of misuse by any Party shall be borne by **DETAILS**.

## 11. INSURANCE

11.1 The Parties agree that any liability incurred by either or both of them for damage or loss suffered by any other person through use or occupation of the grounds, or through any event, occurrence, or condition relating to the grounds the legal responsibility for which residents in either of the Parties hereto, shall be borne equally by the Parties hereto notwithstanding the cause of such damage or loss, or the extent of the fault, if any, to either Party bringing about the same.

11.2. The Parties agree to obtain, maintain, and equally fund such insurance as they may from time to time agree is necessary to insure against such risk provided that such insurance shall carry a minimum of face value of **VALUE AND TYPES OF LOSSES**, and provided further that such insurance shall cover all risks reasonably anticipated to arise in the intended use and occupation of the grounds.

**NOTE: A minimum of \$10,000,000.00 insurance is recommended.**

## 12. GENERAL RESPONSIBILITIES

12.1 Both Parties hereby agree to use the Municipal and Board facilities exclusively for the purposes they were designed for, and in so doing shall promptly comply with any and all laws, ordinances, rules, bylaws, regulations or orders of any and all provincial and federal authorities, boards, commissions and other government agencies with respect to the facilities.

12.2 The Parties hereby agree that no steps shall be taken to place or locate any water, sewer, gas, telephone, power or other utility lines in, on, over or under the grounds without the prior written consents of the other Party and the Management Committee.

12.3 Notwithstanding the foregoing, if any dedicated lands, as defined by *The Planning and Development Act, 2007*, are affected by this Agreement, the Parties agree to comply with the provisions of the said Act and any regulations thereunder, as either may be amended or substituted, as if the same were stated herein.

## 13. ARBITRATION COMMITTEE

**NOTE: Instead of an Arbitration Committee, the Parties may agree to seek dispute resolution services from a third-party, with representative(s) from each Parties attending the sessions.**

13.1 In the case of a dispute between the Parties hereto concerning any aspect of this Agreement, an Arbitration Committee shall be appointed to hear and resolve a decision on the dispute.

13.2 The Arbitration Committee shall consist of three persons not on the Management Committee with: one member appointed by the Municipality; one member appointed by the Board; and one member to be appointed by mutual agreement of the Parties hereto.

13.3 The costs, if any, for the Arbitration Committee shall be apportioned equally between the Parties hereto.

13.4 The Parties hereto agree that any decision of an Arbitration Committee shall be binding on themselves.

**14. AMENDMENT OR TERMINATION OF AGREEMENT**

14.1 The Parties may, by mutual consent, amend the terms of or terminate this Agreement as so specified in writing and executed with the same formality and in like manner as was this Agreement.

14.2 If this Agreement is terminated, all money owing to the other Party shall be paid by the other.

**15. COMING INTO EFFECT**

15.1 This Agreement shall come into effect on the date of execution hereof and shall continue in full force and effect as amended from time to time determined pursuant to Part 14 above.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year noted.

For the **MUNICIPALITY**

\_\_\_\_\_  
Mayor/Reeve

\_\_\_\_\_  
CAO/Administrator

SEAL

For the **BOARD**

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Witness

SEAL

## Appendix D: Utility Easement Agreement Templates

The following template provides general information and informal guidance on the types of things commonly considered for a utility easement agreement, and must not be construed as legal advice, which it is not, or accurate for specific situations and uses. The content of the template is based on samples of agreements provided to the Ministry of Government Relations. The template must be modified to suit local circumstances. Consult your solicitor when preparing the agreement and before signing the agreement.

Utility companies may have their own template easement agreements. Consult the applicable utility company and your solicitor before signing an agreement.

### Utility Easement Agreement

THIS AGREEMENT made this **DATE**

BETWEEN:

**NAME OF LANDOWNER**

of and in the Province of Saskatchewan

hereinafter called “the Grantor” OF THE FIRST PART

AND:

**NAME OF UTILITY OWNER**

hereinafter called “the Corporation (Grantee)” OF THE SECOND PART

WITNESSETH THAT the Grantor, being the registered owner of an estate in fee simple of:

#### LEGAL DESCRIPTION OF EASEMENT RIGHT-OF-WAY

**NOTE:** A utility right-of-way can be shown on a Descriptive Plan Type II or be described as part of a parcel (e.g. the most westerly 6 metres in perpendicular width throughout a lot). The description must be acceptable to Information Services Corporation. If a right-of-way is based on a description, an affidavit like the sample on page 44 may form part of the easement agreement. If a right-of-way is based on a registered survey plan, an affidavit, or a subdivision approval, may already be filed with the plan. Agreements referring to these plans may then be registered without the need for an additional affidavit or subdivision approval.

IN CONSIDERATION of the sum of **(One Dollar minimum)** paid to the Grantor by the Corporation (the receipt whereof is hereby acknowledged) and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Corporation, **HEREBY GRANTS, CONVEYS, TRANSFERS, AND ASSIGNS**, to the Corporation an easement for a right-of-way on, over, under, and/or through the said parcel of land, such easement to consist of the right and privilege to the Corporation by itself, its employees, and agents to enter upon the said land for the purpose of constructing, placing, or laying therein or thereunder the following:

**NOTE:** Proceeds for an easement right-of-way on dedicated lands must be deposited to the municipality’s dedicated lands account.

**DESCRIPTION OF UTILITY/EQUIPMENT** and also full power, license and permission at any and all times to the Corporation, its employees, and agents to enter upon the said land or such portions thereof as shall be necessary for the purpose of inspecting, repairing, replacing, and maintaining the aforesaid equipment to do all work and things necessary and suitable for enabling the Corporation to accomplish effectively the purposes for which the within easement is being hereby acquired.

**NOTE: Utility description may include wires, pipelines, valves, poles, kiosks, transformers, transformer pads, conduits, fittings, meters, and such other apparatus or equipment and structures necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of natural or manufactured gas, electrical power, telephone, television and other communication services through or by means of the same on, over, under or through the said easement.**

PROVIDED and it is hereby agreed that whenever the Corporation breaks or opens up the surface of the said easement for any purpose, the Corporation shall diligently and expeditiously complete the work for which such breaking or opening up was required, and shall, at the expense of the Corporation, restore the ground so broken and opened up as nearly as possible to its former condition forthwith upon the said work being completed.

THE GRANTOR shall be allowed free access to and use of the land within the said easement, except insofar as it might be necessary for the Corporation to use the same for the purposes hereinbefore specified; provided further that the Grantor shall not, without the prior written consent of the Corporation, excavate, drill, install, or erect, or permit to be excavated, drilled, installed, or erected upon or under the said easement any pit, well, foundation, pavement, building, or other structure or installation.

THIS AGREEMENT shall endure to the benefit of and be binding upon the Grantor and the Corporation and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date noted above.

**NOTE: Always indicate the signing authority and affix seal near signatures.**

FOR THE GRANTOR:

\_\_\_\_\_  
Mayor/Reeve

\_\_\_\_\_  
CAO/Administrator

S E A L

FOR THE GRANTEE:

\_\_\_\_\_  
Corporation Representative

\_\_\_\_\_  
Witness

S E A L

## Utility Easement Agreement Affidavit

### Affidavit

CANADA

Province of Saskatchewan

In the matter of sections 122 and 123 of *The Planning and Development Act, 2007* and in the matter of an easement based on a described right-of-way.

I, **FULL LEGAL NAME, JOB TITLE**, for the **MUNICIPALITY NAME**, in the Province of Saskatchewan, make oath and say:

1. That the subdividing interest prepared by **NAME**, affecting **LEGAL LAND DESCRIPTION** required for a collection line or distribution line as defined in section 120 of *The Planning and Development Act, 2007* or a service connection as defined in section 2(vv) of *The Municipalities Act*.
2. That notice of intention to submit the subdividing interest registration has been given to the municipality or municipalities in which the right-of-way is located.

Sworn before me at the  
**MUNICIPALITY NAME** in  
the Province of Saskatchewan,  
this **DATE**.

\_\_\_\_\_  
(person swearing Affidavit)

\_\_\_\_\_  
A Commissioner of Oaths in and  
for the Province of Saskatchewan.  
My Commission expires **DATE**.

## Appendix E: Sale or Exchange of Dedicated Lands Templates

The following templates are samples that must be modified to suit local circumstances. **Consult your solicitor** when preparing a sales agreement and before signing the agreement, if changes are made during the negotiation process.

**No binding agreements should be made until all steps in the process are done.**

### Sample Resolution to Sell or Exchange Dedicated Land

Council resolutions may follow the format provided below.

Resolution of Council #
Moved by Councillor _____:
That the <b>MUNICIPALITY SELL OR EXCHANGE LAND DESCRIPTION</b> and
authorizes the <b>MUNICIPALITY</b> administration to prepare the required documentation, pursuant to Section 199 of <i>The Planning and Development Act, 2007</i> .
CARRIED.

A general property description may be used in the resolution. The legal land description must be used later in the process.

## Sale or Exchange of Dedicated Lands Bylaw Template

<b>MUNICIPALITY NAME</b>		
Bylaw No. #		
<p>A bylaw to provide for the <b>SALE OR EXCHANGE</b> of dedicated lands pursuant to Section 199 of <i>The Planning and Development Act, 2007</i>.</p>		
<p>The Council of the <b>MUNICIPALITY NAME</b> in the Province of Saskatchewan, enacts as follows:</p>		
<b>-SELECT APPROPRIATE CLAUSE-</b>		
<p>1. To sell the following dedicated land at fair market value:</p>		
<b>LEGAL LAND DESCRIPTION</b>		
with the sale proceeds to be deposited to the dedicated lands account for future expenditure on other dedicated lands.		
<b>-OR-</b>		
<p>1. To exchange the following municipal reserve land:</p>		
A. <b>LEGAL LAND DESCRIPTION</b>		
for the dedication as municipal reserve of the following land which has an equal or greater value:		
B. <b>LEGAL LAND DESCRIPTION</b>		
<p>2. That this Bylaw take effect upon the date it is approved by the Minister of Government Relations.</p>		
_____ Mayor/Reeve	_____ CAO/Administrator	S E A L

When attaching a map, add the following wording with original signatures and the municipal seal. Reductions of maps are acceptable, as long as the reduction is legible.

This map forms part of Bylaw No. #	
_____ CAO/Administrator	S E A L

Land descriptions in the bylaw should be copied from the affected land's title. If only part of a parcel is affected, the description must be acceptable to Information Services Corporation, and it may require subdivision approval.

Two copies of the bylaw are required for ministerial approval. Copies of the original signed bylaw may be used. Certify each copy using the following wording with an original signature and the municipal seal.

Certified a true copy of Bylaw No. # passed by Council on <b>DATE</b> .	
_____	S E A L
CAO/Administrator	

## Public Notice Template

Public Notice
Public notice is hereby given that the Council of the <b>MUNICIPALITY NAME</b> intends to adopt a bylaw pursuant to Section 199 of <i>The Planning and Development Act, 2007</i> for the <b>SALE OR EXCHANGE</b> of dedicated lands.
<b>INTENT</b> The proposed bylaw will allow for the <b>SALE OR EXCHANGE</b> of a <b>MUNICIPAL RESERVE OR ENVIRONMENTAL RESERVE OR PUBLIC RESERVE</b> parcel.
<b>AFFECTED LAND</b> <i>Include the legal land description and a map.</i>
<b>REASON</b> <i>Be as specific as possible.</i>
<b>PUBLIC INSPECTION</b> Any person may inspect the bylaw at the municipal office at <b>ADDRESS</b> between <b>TIMES</b> on <b>DAYS</b> excluding statutory holidays. Copies are available at cost.
<b>PUBLIC HEARING</b> Council will hold a public hearing on <b>DATE</b> at <b>TIME</b> at <b>LOCATION</b> to hear any person or group that wants to comment on the proposed bylaw. Council will also consider written comments received at the hearing or delivered to the undersigned at the municipal office before the hearing.
Issued at <b>MUNICIPALITY NAME</b> this <b>DATE</b> .
_____
CAO/Administrator

The map must clearly identify the affected land and the surrounding area. The affected land may be crosshatched, shaded, or outlined by a bold dashed line. Label street names and local landmarks to assist the public with locating the affected land.

If an exchange is proposed, the reason should state the address or general location and the legal description of the land to be dedicated. Another map showing this area is recommended.

## Statutory Declaration Template

### Statutory Declaration

CANADA

Province of Saskatchewan

In the matter of *The Planning and Development Act, 2007* and a bylaw adopted by the **MUNICIPALITY NAME**.

I, **FULL NAME**, of the **MUNICIPALITY NAME** in the Province of Saskatchewan, do solemnly declare:

1. That I am the CAO/Administrator for the **MUNICIPALITY NAME** and as such have personal knowledge of the matters herein.
2. That attached hereto as Exhibit "A" are two certified copies of Bylaw No. # passed by the Council of the **MUNICIPALITY NAME**, at an open meeting duly convened and held on **DATE**, there having been a quorum present.
3. That attached hereto as Exhibit "B" is a copy of the newspaper ad that was used to give the public notice of the proposed bylaw which appeared in the **NEWSPAPER NAME** that circulated in the municipality for to successive weeks on **DATE** and **DATE**.
4. That a public hearing was held on **DATE** for Council to hear and consider representations or submissions concerning the bylaw and the minutes are attached as Exhibit "C".
5. That **NUMBER** representations or submissions were received which are attached as Exhibit "D," "E," "F," and so on.

And I make this solemn declaration conscientiously believing it to be true knowing that it is of the same force and effect as if made under oath and by virtue of *The Canada Evidence Act*.

\_\_\_\_\_  
CAO/Administrator

Declared before me at **MUNICIPALITY NAME** in the Province of Saskatchewan this **DATE**.

\_\_\_\_\_  
A Commissioner of Oaths in and for the Province of Saskatchewan.  
My Commission expires **DATE**.

A statutory declaration is not required when a walkway or utility parcel is involved.

A Commissioner of Oaths must endorse every Exhibit attached to a statutory declaration. The endorsements may be typed or stamped on the attachments.