

Compatible Land Use Agreement

COPY

Between:

The Red Pheasant First Nation (the "First Nation")

- and -

The Rural Municipality of Corman Park No. 344
(the "R.M.")

- and -

The City of Saskatoon (the "City")

Purpose

1. The purpose of this Agreement is to establish a long-term relationship of practical cooperation among the parties which respects the separate jurisdiction of the First Nation, the R.M. and the City but which also recognizes the need of all the parties for compatible land use and development within the Saskatoon Planning District.

Introduction

2. The City and the R.M. pursuant to the provisions of *The Planning and Development Act, 1983* of Saskatchewan have established a joint land use and development planning area, known as the Saskatoon Planning District (the "District"), in that part of the R.M. which surrounds the City.
3. The City and the R.M., in order to facilitate joint planning of land use and development in the District, have created the Saskatoon District Planning Commission (the "Commission") to advise them on land use and development proposals. The City and the R.M. each adopt and amend, from time to time, a Saskatoon Planning District Development Plan (the "District Development Plan"). In addition, the R.M. adopts and amends, from time to time, a complementary Saskatoon Planning District Zoning Bylaw (the "District Zoning Bylaw").
4. The First Nation, through its holding corporation, Red Pheasant TLE Holding Co. Inc., owns the land described as follows:

Legal Subdivision 1 and 8 of Section 30
Township 37
Range 5
West of the Third Meridian, Saskatchewan
80 acres
Except: 0.51 of a hectare, Parcel Y out of Legal
Subdivision 1 for Roadway Plan 91S29546
Minerals in the Crown

(the "Land").

5. The Land is located within the District, immediately adjacent to the City limits. The First Nation intends to have the Land set apart as an Entitlement Reserve. The First Nation has indicated its willingness to ensure that land use and development on the Land continues to be in accordance with the District Development Plan and District Zoning Bylaw after reserve creation.

Joint Meetings

6. The parties agree that their representatives will meet together at least once in each calendar year to discuss such matters as may have arisen among them, and to keep open the lines of communication. The parties agree that any one of them may invite any person to this annual meeting.

Land Use and Development Compatibility

7. (1) The First Nation agrees that it will use its jurisdiction to do all things as may be necessary, including passing and enforcing compatible bylaws and entering into appropriate leases, to ensure that at all times, the occupation, use, development and improvement of the Land is essentially the same as the occupation, use, development and improvement of the Land which could occur if the Land was not reserve land and was subject to the District Development Plan and the District Zoning Bylaw both as amended from time to time.
- (2) The First Nation further agrees that it will use its jurisdiction to do all things as may be necessary, including passing and enforcing compatible bylaws and entering into appropriate leases, to ensure that at all times, the access road, building, fire, water, sewer, public health and safety standards enforced by the First Nation on the Land are compatible with, and in any event no less than,

the standards which the R.M. and/or the Province of Saskatchewan enforce, from time to time, within the District.

- (3) The First Nation further agrees that all subdivision of the Land, including leases or subleases with a term exceeding ten years of a portion of the Land, shall be in accordance with the District Development Plan, the District Zoning Bylaw and the laws of the Province of Saskatchewan.

Compatibility Procedures

8. (1) The First Nation agrees that it will not permit development or redevelopment of the Land to proceed unless and until there is agreement by the parties or a decision of the arbitration panel in the First Nation's favour that the proposed development or redevelopment is one which could occur, either as a permitted use or a discretionary use, if the Land were not reserve land and subject to the District Development Plan and the District Zoning Bylaw, both as amended from time to time, and provincial laws and regulations.
- (2) The First Nation agrees that prior to the First Nation developing the Land or permitting others to develop the Land, the First Nation will consult with the City and the R.M. as to whether the proposed development is one which could occur if the Land were not reserve land and subject to the District Development Plan and the District Zoning Bylaw both as amended from time to time.
- (3) The First Nation agrees that it will, as part of such consultation, provide the R.M. and the City with at least the following information:
 - (a) a concept plan of the proposed development;
 - (b) a technical report prepared by a professional engineer registered in Saskatchewan setting out the proposed water supply and sewage system for the proposed development, and confirming that the site is suitable for the intended use;
 - (c) comments from appropriate utility agencies (e.g., SaskWater, SaskPower) regarding services to be provided to the site; and
 - (d) a plan of proposed subdivision, if such is required.

- (4) The City and the R.M. agree to meet with the First Nation to review the proposed development. All parties agree to use their best efforts to reach agreement on a development proposal which meets the needs of the First Nation and also meets, in the opinion of the District Planning staff, the needs of the R.M. and the City, determined by the requirements of the District Development Plan, the District Zoning Bylaw and provincial laws and regulations.
 - (5) If no agreement is reached by the parties within 120 days from the receipt by the City and the R.M. of the complete information set out in subsection 8(3) hereof, then any one of the First Nation, the R.M. or the City may refer the issue of whether the proposed development could be permitted by the District Development Plan, the District Zoning Bylaw and provincial laws and regulations if the Land was not reserve land, to binding arbitration.
 - (6) The arbitration shall be held in the City of Saskatoon, in the Province of Saskatchewan. The panel shall consist of two representatives appointed by the First Nation, one representative appointed by the City, one representative appointed by the R.M. and a Chair mutually agreed to by the four representatives. In the event that the four representatives cannot reach agreement on a Chair, the Chair shall be appointed by the Dean of Law, University of Saskatchewan.
 - (7) The arbitration shall be conducted in accordance with *The Arbitration Act, 1992*, Ch. A-24.1, S.S. and the laws of the Province of Saskatchewan. Each party shall bear its own legal costs, the cost of its own representative and its proportionate share of the cost of the Chair and the proceedings. The arbitration panel's decision shall be final and binding and have the same force and effect as a final judgment in a court of competent jurisdiction.
9. (1) The City and the R.M. agree to ensure that the Land is given the appropriate land use and zoning designation from time to time, and treated by the City and the R.M. as being so designated for the purposes of separation distances and zoning and development approvals within the District.
- (2) The City and the R.M. agree that they are bound by the District Development Plan and the District Zoning Bylaw, both as amended from time to time and that all developments within the District must be in accordance with the District Development Plan and the District Zoning Bylaw, both as amended from time to time. The City and the R.M. further agree that they will provide the First Nation with full information regarding any proposed developments adjacent to the Land, including the date of public hearings at which

representations may be made by the First Nation and the information to be made available to the public and the Council of R.M. relating to the proposed development.

- (3) The City and the R.M. agree to not amend the District Development Plan and/or the District Zoning Bylaw except in good faith and after first consulting the First Nation regarding any changes to the District Development Plan and/or the District Zoning Bylaw which may affect the Land in its use and occupation by the First Nation. The City and the R.M. agree that, in the event that the separation distances which exist in the District Development Plan and the District Zoning Bylaw at the commencement of this Agreement are reduced through a subsequent amendment, such reduction shall not apply to the lands immediately surrounding the Land, unless the First Nation specifically consents to the reduction. If the First Nation does not consent to the reduction, the City and the R.M. shall, for all Development Plan policy and Zoning Bylaw regulation, treat the immediately surrounding land as though the separation distances had not been reduced.

Enforcement

10. (1) If, at any time, the occupation, use, development and/or improvement of the Land is not essentially the same as the occupation, use, development and/or improvement of the Land which could occur if the Land was not reserve land, and such condition of breach continues for a period of 30 days following written notification by the City and the R.M. to the First Nation of such breach, the City and the R.M. may pursue, jointly or severally, any and all remedies available at law or in equity against the First Nation, including injunctive relief.
- (2) If the City and/or the R.M. fail to abide by the provisions of Section 9, and such condition of breach continues for a period of 30 days following written notification by the First Nation to the City and the R.M. of such breach, then the First Nation may, in addition to its remedies at law or in equity, at its sole option, cancel this Agreement.

Additional Agreements

11. The First Nation will insert as a term in each and every lease of all or a portion of the Land that such lease is subject to the within Agreement.

Alternate Dispute Resolution

12. A dispute with regard to the interpretation of this Agreement, except for a dispute pursuant to Section 8 hereof, may be referred to binding arbitration with the consent of all parties. In that event, the arbitration provisions of Section 8 shall apply.

Term of Agreement

13. Subject to Sections 10 and 14 hereof, the parties agree that the term of this Agreement shall be for the same duration as the Land remains reserve land. "Reserve land" shall, for the purposes of this Agreement, mean reserve land as defined by the *Indian Act*, R.S.C. 1985, c. I-5, and shall include designated land, and land of a similar status under any successor legislation replacing the *Indian Act*. This Agreement shall commence upon the Land becoming an Entitlement Reserve.

Future City Growth

14. If at any time during the term of this Agreement the City's boundaries are expanded so that the Land is a reserve within the boundaries of the City, then the City and the First Nation agree to negotiate and enter into a Municipal Services and Land Use Compatibility Agreement in accordance with Article 9 of the Saskatchewan Treaty Land Entitlement Framework Agreement dated September 22, 1992, and this Agreement shall then no longer be in force and effect.

The City specifically agrees that it is not entitled to tax loss compensation as part of such an Agreement. The First Nation specifically agrees that it is not entitled to municipal services for the Land unless negotiated as part of such an Agreement.

Amendments

15. If, at any time during the continuance of this Agreement, the parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement among them which shall be supplemental to and form part of this Agreement.

Invalidity of Particular Provision

16. It is intended that all provisions of this Agreement shall be fully binding and effective among the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

Reasonable Assurances

17. The parties hereto shall at all times and upon every reasonable request provide all further assurances and do such further things as are necessary for the purpose of giving full effect to the covenants and provisions contained in this Agreement.

Notices

18. Any notice given or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by registered mail, postage prepaid, to the other party at the address stated below or at the latest changed address given by the party to be notified as hereinafter specified:

The Red Pheasant First Nation

Box 70
Cando, Saskatchewan
S0K 0V0

The Rural Municipality of Corman Park No. 344

111 Pinehouse Drive
Saskatoon, Saskatchewan
S7K 5W1

The City of Saskatoon

222 Third Avenue North
Saskatoon, Saskatchewan
S7K 0J5
Attention: City Clerk

Any party may, at any time, change its address for the purpose by mailing, as aforesaid, a notice stating the change and setting forth a new address.

Non-Performance

- 19. The failure on the part of any party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

Successors and Assigns

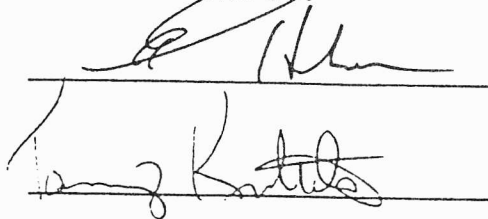
- 20. This Agreement binds and benefits the parties and their respective successors and assigns as limited by this Agreement.

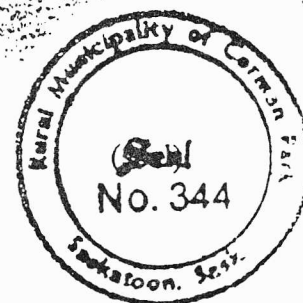
Council Authorization

- 21. The First Nation's Band Council has approved this Agreement. It did so by a Band Council resolution passed at a meeting of the Council held Nov 8/99. A certificate of the resolution is attached to this Agreement as Schedule "A".
- 22. The Council of the Rural Municipality of Corman Park No. 344 has approved this Agreement. It did so by passing Bylaw No. 25/99 at its meeting held on Nov 8/99. A copy of Bylaw No. 25/99 is attached to this Agreement as Schedule "B".
- 23. The Saskatoon City Council has approved this Agreement. It did so by passing Bylaw No. 7868 at its meeting held on Oct 18, 1999. A copy of Bylaw No. 7868 is attached to this Agreement as Schedule "C".

Signed by the R.M. this 8th day of November, 1999.

The Rural Municipality of Corman Park
No. 344





Signed by the City this 8th day of November, 1999.

The City of Saskatoon

I. J. Dwyer
Mayor

Marlene Hall
City Clerk

(seal)

Signed by the First Nation this 8th day of November, 1999.

The Red Pheasant First Nation

[Signature]
Witness

Chief Loy Wuth
Chief

[Signature]
Witness

[Signature]
Councillor

[Signature]
Witness

[Signature]
Councillor

[Signature]
Witness

[Signature]
Councillor

[Signature]
Witness

Clent Wuth
Councillor

[Signature]
Witness

Lux Burn
Councillor

[Signature]
Witness

Robert Wuth
Councillor

[Signature]
Witness

Ken Wuth
Councillor
Alan [Signature]
Councillor

Schedule A

Chronological No. 99-00/TLE/118
File Reference No.

BAND COUNCIL RESOLUTION
 Made at a duly convened Council meeting of

The Council of the	RED PHEASEANT FIRST NATION
Date of the duly convened meeting	9 9 1 1 0 8

On motion duly made and seconded
DO HEREBY RESOLVE:

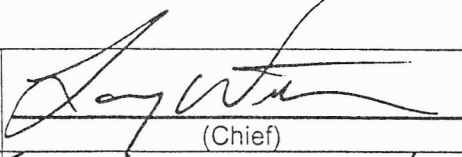


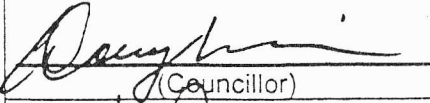




Compatible Land Use Agreement – LS 4

WHEREAS Red Pheasant First Nation has selected a Treaty Land Entitlement land selection being LS No. 4 in RM 344 located at the outskirts of the City of Saskatoon, Saskatchewan with brief legal description E1/2 SE30-37-5-W3 (“the said land selection”);

AND WHEREAS the said land selection is within an area covered by the Saskatoon Planning District Development Plan (“**District Development Plan**”) and the Saskatoon Planning District Zoning Bylaw (“**District Zoning Bylaw**”);

AND WHEREAS Red Pheasant First Nation are prepared to enter into an Agreement with the Rural Municipality of Corman Park No. 344 (“**the RM**”) and the City of Saskatoon (“**the City**”) being a Compatible Land Use Agreement covering the said land selection;

BE IT RESOLVED that Red Pheasant First Nation enter into the Compatible Land Use Agreement with the RM and the City covering the said land selection in the form as attached to this Band Council Resolution, which Resolution is referred to as Schedule “A” to such Agreement. The within Band Council Resolution is made with the intention of satisfying the requirements of Indian and Northern and Affairs Canada so as to make the within lands part of Red Pheasant Indian Reserve, and in so doing, such Band Council Resolution is irrevocable.

Quorum 5	 (Chief)	
_____ (Councillor)	 (Councillor)	 (Councillor)
 (Councillor)	 (Councillor)	 (Councillor)
 (Councillor)	 (Councillor)	

SCHEDULE "B"

BYLAW NO. 25/99

A Bylaw to Authorize the Execution of the Compatible Land Use Agreement

The Council of the Rural Municipality of Corman Park No. 344 in the Province of Saskatchewan enacts as follows:

The Reeve and Administrator are hereby authorized, empowered and directed to execute an agreement known as "the Compatible Land Use Agreement" a copy of which is attached hereto and marked as "Schedule A".



A handwritten signature in black ink, appearing to be "A.H.", written over a horizontal line.

REEVE

A handwritten signature in black ink, appearing to be "Tanya K...", written over a horizontal line.

ADMINISTRATOR

Certified a true copy of a
bylaw passed by resolution
of the Council of the Rural
Municipality of Corman Park
No. 344 on the 3rd day of

November A.D. 1999

A handwritten signature in black ink, appearing to be "Tanya K...", written over a horizontal line.

ADMINISTRATOR

BYLAW NO. 7868

The Red Pheasant Selection No. 4 Compatible Land Use Agreement Bylaw, 1999

The Council of The City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as the Red Pheasant Selection No. 4 Compatible Land Use Agreement Bylaw.

Purpose

2. The Red Pheasant First Nation, through Red Pheasant TLE Holding Co. Inc., owns land immediately north of 71st Street, located in the R.M. of Corman Park and within the boundaries of the Saskatoon Planning District. The Red Pheasant First Nation intends to have the land set apart as an Entitlement Reserve.
3. The Red Pheasant First Nation, the R.M. of Corman Park No. 344 and The City of Saskatoon wish to enter into an agreement to provide for ongoing land use compatibility within the Saskatoon Planning District after the land has been set apart as an Entitlement Reserve.
4. The purpose of this Bylaw is to authorize The City of Saskatoon to enter into a Compatible Land Use Agreement with the Red Pheasant First Nation and the R.M. of Corman Park No. 344.

Authorization of Agreements

5. The City is authorized by this Bylaw to enter into, with the Red Pheasant First Nation and the R.M. of Corman Park No. 344, the Compatible Land Use Agreement appended as Schedule "A" to this Bylaw.

Execution of Agreement

6. The Mayor and City Clerk are authorized to execute the Compatible Land Use Agreement.


Coming into Force

7. This Bylaw shall come into force on the day of its final passing.

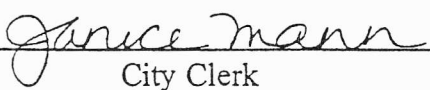
Read a first time this 18th day of October, 1999.

Read a second time this 18th day of October, 1999.

Read a third time and passed this 18th day of October, 1999.



Mayor



City Clerk