

# RESORT VILLAGE OF BIG SHELL


## BYLAW NO 1 -2024

### A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN AGREEMENT TO SELL VILLAGE PROPERTY

The Council of the Resort Village of Big Shell in the Province of Saskatchewan enacts the following:

1. The Resort Village of Big Shell is hereby authorized to enter into a restrictive covenant agreement with the following parties as identified in the attached exhibits and for the purpose stated in within the restrictive covenant agreement and that the agreement will be attached to the title.
2. The restrictive covenant agreement is attached hereto and forms part of this bylaw and is identified as "Exhibit A".
3. The Administrator is hereby authorized to sign and execute the restrictive covenant agreement as described as "Exhibit A".



  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

Read a third time and adopted  
this 19 day of April, 2024

  
\_\_\_\_\_  
Administrator

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT MADE this \_\_\_ day of \_\_\_\_\_, 2024

BETWEEN:

RESORT VILLAGE OF Big Shell  
(the "Grantor")

AND:

RESORT VILLAGE OF Big Shell  
(the "Grantee")

WHEREAS:

- A. The Grantor is the registered owner of the lands and premises consisting of a number of specified lots legally described in Schedule "A" attached hereto (the "Servient Lands");
- B. The Grantee is the registered owner of those lands and premises legally described in Schedule "B" attached hereto (the "Dominant Lands");
- C. *The Land Titles Act, 2000* (Saskatchewan), provides that an owner may grant to itself a restrictive covenant for the benefit of land which it owns and against land which it owns and that the restrictive covenant may be registered under *The Land Titles Act, 2000* (Saskatchewan); and
- D. The Grantor desires to grant to the Grantee a restrictive covenant for the benefit of the Dominant Lands and against the Servient Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants, agreements and obligations hereinafter set forth, the parties hereto, do hereby grant, covenant and agree as follows:

- 1. The Grantor, as owner of the Servient Lands, hereby covenants and agrees with the Grantee, as owner of the Dominant Lands, to the intent that the burden of this restrictive covenant shall run with and bind the Servient Lands as the servient tenement and every part thereof, and that the benefit thereof shall be annexed to and run with each and every part of the Dominant Lands as the dominant tenant, that:
  - (a) The Grantee owns or otherwise has an interest in the Dominant Lands and that the Dominant Lands are used or intended to be used for the general purposes of the Grantee (including the storage of goods);
  - (b) It will not object to the use of the Dominant Lands and further covenants that it shall only use the Servient Lands for the purposes of storage of the goods of the Grantor or its successors in title, and that the Servient Lands shall not be used for the purposes of conducting any trade, business, manufacture, or commercial purpose, nor shall they be used for any residential living purpose;
  - (c) It will not place or store, even temporarily, any sea cans or like containers on the Servient Lands;
  - (d) Any building constructed on the Servient Lands shall only be constructed in full compliance with the applicable bylaw of the Resort Village of Big Shell and in particular, shall have a minimum two-foot setback from each of the property lines. The roof shall be

standard peak and run East to West. The exterior of any building constructed on the Servient Lands must be constructed with non-combustible material such as metal, Harde Board, or stucco and shall not be constructed with combustible materials like wood or vinyl siding;

- (e) Any gate on the Servient Lands shall conform with the six-foot link fencing used on the Servient Lands and the Dominant Lands;
  - (f) The Grantor shall not store containers containing combustible materials on the Servient Lands. Without limiting the foregoing, the Grantor specifically shall not store jerry cans of gasoline/diesel fuel or propane tanks on the Servient Lands.
  - (g) Any usage of the Servient Lands shall comply with all applicable laws, regulations, bylaws, and any other applicable rules or ordinances;
  - (h) The Servient Lands, or any portion thereof, may only be sold, transferred or assigned to a person who is a registered owner of real property (other than the Servient Lands) in the Resort Village of Big Shell; and
  - (i) It releases and forever discharges the Grantee, its successors, and its assigns from all claims, actions, and causes of actions that it has ever had, now has, or in the future may have against the Grantee or any of its successors and assigns relating to or arising from any of the matters referred to in the preceding paragraphs.
2. The Grantee, with respect to any breach of any of the obligations imposed by this Agreement on the Grantor at any time and from time to time, may enforce the provisions of this restrictive covenant and may, in addition to any other remedy that may be available at law or in equity:
- (a) Apply to a court of competent jurisdiction to restrain such breach by injunction (and in this respect, the Grantor acknowledges that a breach of any provision of this Agreement will result in immediate and irreparable harm to the Grantee, that money damages would not be a sufficient remedy for any such breach, and that the Grantee shall be entitled to equitable relief that any court of competent jurisdiction may deem just and proper).
3. In the event that any breach of any obligation imposed hereunder occurs and the Grantee (or the Resort Village of Big Shell) takes any action with respect thereto, the Grantor agrees to, and shall be, responsible for all damages, losses, costs (including solicitor-client costs), expenses, and any other amounts that the Grantee or the Resort Village of Big Shell expends or incurs in taking such action and shall make payment to the Grantee or the Resort Village of Big Shell, as the case may be, immediately upon demand for same. Without limiting the foregoing, the Grantor shall be responsible for any amounts expended by the Grantee or the Resort Village of Big Shell as a result of any environmental issue related to any Servient Lands (or portion thereof), whether such Servient Lands are owned by the Grantor or whether such Servient Lands have been returned to the Grantee or the Resort Village of Big Shell for any reason (including pursuant to a vesting order of the court or otherwise).
4. If any covenant or provision of this Agreement shall be determined to be void or unenforceable in whole or in part, then such covenant or provision shall not affect or impair the enforceability or validity of any other covenant or provision hereof and this Agreement shall be construed as if the void or unenforceable covenant or provision were omitted from this Agreement.
5. The parties hereto further covenant and agree on behalf of themselves, their successors, and their assigns, that they will sign such further agreements, assurances, papers, and documents and

perform such further and other acts as may be necessary and desirable from time to time in order to give effect to this Agreement.

- 6. The Grantor hereby grants an interest in land to the Grantee with respect to the Servient Land and the protection of compliance with the terms of this Agreement and the covenants contained herein. The covenants contained herein shall enure to the benefit of the Grantee and its successors and assigns and shall be binding on the Grantor and its successors and assigns and all future owners of the Servient Lands or any part thereof, or any interest therein. These covenants may be registered as annexed to and running with the Servient Lands and any lands that may hereafter be consolidated with the Servient Lands so that the said covenants will be a burden thereon.

IN WITNESS WHEREOF the Grantor and the Grantee have executed this restrictive covenant the day and year first above written.

RESORT VILLAGE OF Big Shell (Grantor)



Per: *T. Buss*

RESORT VILLAGE OF Big Shell (Grantee)

Per: *T. Buss*

SCHEDULE 'A'  
("Servient Lands")

Surface Parcel #204056591: Lot 1, Blk/Par 2, Plan No 102419018, Extension 0  
Surface Parcel #204056580: Lot 2, Blk/Par 2, Plan No 102419018, Extension 0  
Surface Parcel #204056579: Lot 3, Blk/Par 2, Plan No 102419018, Extension 0  
Surface Parcel #204056568: Lot 4, Blk/Par 2, Plan No 102419018, Extension 0  
Surface Parcel #204056557: Lot 5, Blk/Par 2, Plan No 102419018, Extension 0  
Surface Parcel #204056546: Lot 6, Blk/Par 2, Plan No 102419018, Extension 0  
Surface Parcel #204056692: Lot 1, Blk/Par 1, Plan No 102419018, Extension 0  
Surface Parcel #204056681: Lot 2, Blk/Par 1, Plan No 102419018, Extension 0  
Surface Parcel #204056670: Lot 3, Blk/Par 1, Plan No 102419018, Extension 0  
Surface Parcel #204056669: Lot 4, Blk/Par 1, Plan No 102419018, Extension 0  
Surface Parcel #204056658: Lot 5, Blk/Par 1, Plan No 102419018, Extension 0  
Surface Parcel #204056647: Lot 6, Blk/Par 1, Plan No 102419018, Extension 0  
Surface Parcel #204056636: Lot 7, Blk/Par 1, Plan No 102419018, Extension 0  
Surface Parcel #204056625: Lot 8, Blk/Par 1, Plan No 102419018, Extension 0  
Surface Parcel #204056614: Lot 9, Blk/Par 1, Plan No 102419018, Extension 0  
Surface Parcel #204056603: Lot 10, Blk/Par 1, Plan No 102419018, Extension 0

**SCHEDULE 'B'**  
(“Dominant Lands”)

Surface Parcel #204056726: Blk/Par , Plan No 102024638, Extension 1