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GARDEN/GRANNY SUITE  
DISCRETIONARY USE DEVELOPMENT AGREEMENT

The agreement is made in duplicate:

BETWEEN:

The R.M. of Laird #404 - and- \_\_\_\_\_

- 1) In this agreement:
  - a) "Administrator" shall mean the administrator of the municipality;
  - b) "Council" shall mean the council of the municipality;
  - c) "Head of council" shall mean the reeve of the municipality;
  - d) "Municipality" shall mean the Rural Municipality of Laird #404;
  - e) "Garden/Granny suite" shall mean:
    - i) A temporary use one storey dwelling without a basement.
    - ii) A dwelling which is not less than 35 m<sup>2</sup> and not greater than 90 m<sup>2</sup>.
    - iii) A mobile home in excess of 90 m<sup>3</sup> may be considered.
    - iv) The crawspace cannot be more than 6 feet in depth.
    - v) The maximum height of the dwelling is not more than 5 m from grade level.
- 2) The garden suite occupancy will be reviewed in five years from the date of the signing of this agreement. The permitted use may be renewed at Council's discretion.
- 3) The landowner shall not consider subdivision of this parcel.
- 4) The landowner will provide rear yard amenities for the garden suite.
- 5) A parking space will be provided on site for the resident(s) of the garden suite dwelling.
- 6) A direct and separate access to the garden suite dwelling by on-site driveway, or by public roadway or alley.
- 7) The resident(s) of the garden suite dwelling will:
  - a) Be a single-family consisting of one or two family members of the owner/occupants of the primary residence.
  - b) There shall be no more than two residents except for infant children (up to two years of age) of a resident of the garden suite.
  - c) Be a blood, marriage or legal adoption related relative who is able to live independently but with the support of the extended family or provides care and support to the primary residence family.
- 8) The combined site coverage of the single detached dwelling and garden suite dwelling shall not exceed the maximum coverage permitted by the Zoning Bylaw, and the accessory dwelling shall be placed so that all other setback requirements of the Zoning Bylaw are met.
- 9) Council may require as a condition of the development permit that the applicant provide a letter of credit in the amount required to remove the temporary dwelling unit from the subject parcel and may register a caveat in respect to the condition against the Certificate of Title for the land that is the subject of the development.

The landowner and the resident(s) of the garden suite agree to the above terms of agreement and will supply the municipality with a site plan drawing and building plan drawings which support these terms for the garden suite to be constructed on legal description: \_\_\_\_\_.

\_\_\_\_\_  
LANDOWNER

\_\_\_\_\_  
GARDEN SUITE RESIDENT(S)

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
REEVE