

LEGISLATIVE

POLICY 1-05

DISCRETIONARY USE AGREEMENTS

Authorization: June 18, 2007 Council Resolution

Policy:

1. The Discretionary Use Agreement is an agreement related to personal buildings that were placed on Summer Village of South View property **prior to January 1, 2004**.
2. The Discretionary Use Agreement must be renewed annually. The forms will be sent from the municipal office in January of each year.
3. The property owner entering into the agreement with the municipality **must** provide proof of insurance for the said building(s).
4. This is a Non Transferable agreement, meaning that the purchaser can not "purchase" the agreement. When a property is sold and the Vendor no longer owns property in the municipality, the improvement on the municipal property must be removed and the land returned to the original state. If it is not removed, the municipality will do so and any costs involved will be the responsibility of the owner.
5. The Discretionary Use Agreement is to be attached to a property with a residential development, if at all possible. If the person entering into the Discretionary Use Agreement has a second property in the municipality and sells the property to which the agreement is attached, Council may, at their sole discretion, allow transfer of the Agreement to the second property. A written request must be presented to Council for approval.

Background:

Council understands that there are long standing properties that have been placed on municipal property. However, for reasons of liability and environmental controls, the permission for these properties to remain on the municipal reserve can only be extended to properties that were in place prior to January 1, 2004.

DISCRETIONARY USE AGREEMENT

BETWEEN

SUMMER VILLAGE OF SOUTH VIEW

AND

Name of Registered Land Owner/s

Residential Address

Address of Property in S.V. of South View (if different)

Legal Land Description of Property in S. V. South View

Postal Code

Phone:

TERMS OF AGREEMENT

This agreement applies **STRICTLY AND ONLY** to existing **PERSONAL** buildings, which have been placed on Summer Village of South View property prior to January 1, 2004.

The owner/s of the named personal building/s, on Village Property, shall be accountable in writing, with proof of insurance for said building/s, to the Summer Village of South View.

This agreement is valid for a one-year period and must be renewed, with the same criteria as above, by the building owner/s.

All damages and liabilities resulting to or as a result of said buildings are the responsibility of the stated owner.

The named personal building/s must be maintained by the owner in such a manner that they are not unsightly, untidy, or hazardous to the public, the land or the environment. However, no structural changes may be made to the building/s.

The named building/s in this agreement are not to be used for storage of any combustible or hazardous products, including, but not limited to, gasoline, oil, fertilizer, etc.

This agreement is **NOT TRANSFERABLE** in any way. If the person/s named in this agreement plan to sell, lease or rent their property and will no longer be using the said building/s personally, the said building/s must be completely removed before the sale, lease or rent of their property and the land returned to its original state by the above noted registered land owner. It **CANNOT** be transferred to a new owner or occupant. If said building is not removed and/or the land returned to its original state, the Village will do so, and the cost will be made the responsibility of the named owner/s on this agreement.

If the terms of this agreement are not adhered to, the Summer Village of South View will remove said building/s at the owner's expense.

Description and Location of named building/s

Summer Village of South View

Insurance Company _____ Policy # _____ Expiry Date _____

Dated this ____ day of _____, 200_

Signature of Owner/s

Mayor, Summer Village of South View

Administrator, Summer Village of South View