

Servicing Agreement

The effective date of this Agreement is _____, 2021.

Between:

The City of Saskatoon, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, Chapter C-11.1 (the “City”)

- and -

Mamawi Holdings Corporation, in the capacity as General Partner for Mamawi Holdings Limited Partnership a Saskatchewan Corporation, carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the “Developer”)

Whereas the Developer has made application to the City for approval of a Plan of Subdivision, a copy of which is attached to this Agreement and marked as Schedule “A” (the “Plan”);

Whereas the City requires as a condition of approval of the Plan that the Developer enter into an Agreement with the City respecting the installation and construction of certain services and other matters referred to in this Agreement;

Whereas the City deems it advisable that the Development Area be developed as provided in this Agreement, and that the Developer and the City provide the facilities as set out in this Agreement; and

Now therefore the City and the Developer agree as follows:

Part I Introduction

Plan of Proposed Subdivision

1. The Plan showing the proposed subdivision of Parcel Y, Plan Number 101902519 and Plan Number 102330054 all in Northwest Quarter Section 5, Township 37, Range 5, West of the Third Meridian and Southwest Quarter Section 8, Township 37, Range 5, West of the Third Meridian, located in the City of Saskatoon, in the Province of Saskatchewan, in the

Dominion of Canada, attached to this Agreement as Schedule "A" is made part of this Agreement.

Definitions and Term

2. (1) Throughout this Agreement:
- (a) "Development Area" means all that portion of the lands outlined in red on Schedule "A", consisting of approximately 158 metres of industrial frontage and 2.730 hectares in size, being those lands which, subject to regulatory approval, have been approved for development;
 - (b) "Extended Development Area" means all that portion of the lands outlined in green on Schedule "C" that are intended to be developed and marketed in the future equalling approximately 99.671 hectares in size;
 - (c) "Previously Developed Area" means all that portion of the lands outlined in yellow on Schedule "C" that are intended to be developed and marketed in the future equalling approximately 1.801 hectares in size;
 - (d) "Overall Development Area" means all that portion of the lands that comprises the addition of the "Development Area" the "Extended Development Area" and the "Previously Developed Area";
 - (e) "Manager" means the General Manager of the City's Transportation and Utilities Department;
 - (f) "Street Length" means the total length of streets within the Development Area comprising 524 metres; and
 - (g) "Pond" means the dry storm water pond situated on Parcel 10, Block 4 noted on the Plan.

Part II Off-Site Servicing

City Servicing

3. Upon the execution of this Agreement the City shall within a reasonable time, and in coordination with the Developer's various stages of service construction, cause the Development Area to be improved and benefited by the supply, placement, installation, construction, use and enjoyment of the following services:

- (a) Trunk Sewer Service;
- (b) Primary Water Main Service;
- (c) Arterial Road Service;
- (d) Interchange Service;
- (e) Parks and Recreation Service;
- (f) Buffer Strip Service;
- (g) Street Signing and Traffic Controls Service;
- (h) Fencing Service;
- (i) Planning Service;
- (j) Street Lighting Service;
- (k) Lift Station Service;
- (l) Inspection Service;
- (m) Prepaid Extended Maintenance Service;
- (n) Expanded Trunk Sewer Service;
- (o) Heavy Debris Blitz Sweep Service, and;
- (p) Servicing Agreement Service.

The City warrants that all such services shall be of a size and capacity sufficient to satisfy the servicing requirements of any and all permitted uses to be situated within the Development Area.

Levies Payable by the Developer

- 4. (1) In consideration of the City providing the various services upon and in relation to the Development Area as specified in Section 3, the Developer shall pay to the City the following fees, levies and other charges calculated in accordance with and at the rates described in Schedule "B":
 - (a) Trunk Sewer Levy;

- (b) Primary Water Main Levy;
- (c) Arterial Road Levy;
- (d) Interchange Levy;
- (e) Parks and Recreation Levy;
- (f) Buffer Strip Charge;
- (g) Street Signing and Traffic Controls Levy;
- (h) Fencing Charge;
- (i) Planning Levy;
- (j) Street Lighting Charge;
- (k) Lift Station Levy;
- (l) Inspection Levy;
- (m) Prepaid Extended Maintenance Charge;
- (n) Expanded Trunk Sewer Levy;
- (o) Heavy Debris Blitz Sweep Charge; and,
- (p) Servicing Agreement Fee.

(the "Development Charges")

- (2) The Developer shall pay to the City the Development Charges as follows:
 - (a) within 21 calendar days after the execution of this Agreement, the Developer shall pay to the City 25% of all the Development Charges with the balance of the Development Charges being due and payable in three equal installments upon October 31, 2021, February 28, 2022, and June 30, 2022; and
 - (b) the Developer acknowledges that the Development Charges will be subject to such rates as the Council of The City of Saskatoon has established and has in general force and effect for the 2021 construction season; and
 - (c) the Developer acknowledges and agrees that should the construction of services as outlined in clause 13(a) not be completed to the base stage of

road construction during 2021 that the Development Charges shall be adjusted to reflect the rates in effect for the construction year that all base material has been installed. The City acknowledges that should the Development Charges be adjusted, the payment schedule contained in clause 4(2)(a) shall be adjusted forward from the dates in this Agreement to the date construction commences in the subsequent year. The provisions of this clause shall not apply where the failure to reasonably complete results from any strike, labour dispute, or Act of God.

Cost Sharing of Services

5. (1) Both the Developer and the City acknowledge that each party will undertake the construction of various services in the future as set out below that will benefit the Extended Development Area.
- (2) The Developer agrees that 2 years prior to the time they elect to commence additional services or require a connection within the Extended Development Area they will temporarily fund upon invoice 50% of the total cost for services as set out in this Subsection constructed by the City. Amounts already paid previously for items included within Clause 4(1)a, 4(1)k and 4(1)n respectively will be credited towards the amount owing within this clause. For clarity, such percentage of total cost shall exclude land acquisition costs. The total cost shall include labour, materials, supplies, detouring costs, design and engineering costs. During the construction of each of the services set out in this Subsection, the City will prepare and deliver to the Developer a progress invoice for payment of the work, as evidenced by a certificate issued by a professional engineer. The invoices shall be paid by the Developer within 30 days of issuance:
 - (a) Water & Sewer Offsite Services - (“Additional Services”)
 - (i) a sanitary sewer forcemain designed to accommodate the flows from the Extended Development Area lands identified on Schedule “C” outlined in green, constructed in stages, from the Extended Development Area to a discharge point currently proposed at Warman Road and 43rd Street; and,
 - (ii) a sanitary sewer lift station planned to be situated within the Municipal Reserve as identified on the approved Concept Plan for the Hampton Village Business Park Area, constructed of a sufficient capacity, calculated to service the Extended Development Area; and,
 - (iii) a sanitary trunk sewer designed along Glenwood Avenue extending south from the Saskatoon Airport Authority to the proposed lift station; and,

- (iv) a storm pond including all appurtenances and storm inlets and outlets to service the area.
- (b) Reimbursement of Services:
- (i) The City will reimburse the Developer for the costs incurred by the City in the future and collected from the Developer in clause 5(2) except for those costs related to the prorated share of the Developers land. The Developers share of the total costs that would not be refunded to the Developer has been calculated as approximately 13.270% that relate to the ownership of the Developer's land divided by the Overall Development Area. The Developer acknowledges that this percentage may be altered if the area of the Overall Development Area is changed in the future. The reimbursement will be prorated and paid over time as subdivisions occur within the Extended Development Area that result in the City entering into servicing agreements for those lands that include collection of the Additional Service costs. The collection from other Developers' for the Additional Services will be based on their land ownership divided by the Overall Development Area. The City will attempt to collect the full amount of costs owing from each developer based on their total land area at the time of initial subdivision, however, the City reserves the right to implement a levy and collect from each developer as subdivisions occur within the Extended Development Area. The City will use its best commercial efforts upon subdivision to collect the various amounts from the saleable property not owned by the Developer within the Extended Development Area and the Developer will not hold the City liable for any land that the City incorrectly charged or failed to collect from.
 - (ii) The City agrees that if the Developer has not been reimbursed for the services collected in Clause 5(2) within 15 years from the date the City first begins reimbursing the Developer, the City will remit the remaining balance of the amount owing to the Developer.
- (c) Future Assessment of Levies:
- (i) The City acknowledges that after the Additional Services are assessed and paid for by the Developer in Clause 5(2) that upon future subdivisions of the Developers lands no future charges will be assessed to the Developer for those levies noted in Clause 4(1)a, 4(1)k, and 4(1)n and the reimbursement process noted in Clause 5(2)b will apply.

- (3) Traffic Control Signal - The Developer agrees to cost share a traffic control signal at the corner of McClocklin Road and Gallagher Street based on overall ownership of 23.43% within the Hampton Business Park. The contribution will include a lump sum payment in the approximate amount of \$33,974.00 to cover the pro rata share of the signal paid upon invoice.
- (4) The Developer agrees to cost share all items identified in the approved Traffic Impact Study based on overall ownership of 23.43% within the Hampton Business Park.
- (5) The City owns lands adjacent to Glenwood Avenue and the Developer will be constructing the direct services along Glenwood Avenue. For that portion of Glenwood Avenue that is adjacent to the City lands, the City agrees to share in 50% of the cost of the direct service construction. The reimbursement will be the original construction cost as evidenced by a certificate issued by a consulting engineer including an additional 10% in total for design and construction engineering. The reimbursement will occur in the future at the time the City subdivides, sells, leases, develops, or otherwise disposes of the adjacent property. The construction cost will be limited to:
 - a) Water, Sanitary, and Storm Sewer Mains; and
 - b) Sidewalks and Curbing; and
 - c) Roadways and associated earthworks.
- (6) The Developer agrees to enter into a future neighbourhood cost sharing agreement for a number of items. The agreement will cost share, based on the Developer's percentage of land ownership within the Hampton Village Business Park multiplied by 50% for the cost of direct service water and sewer mains, Curbing, Sidewalks and Roadways including 10% for design and construction engineering for the roadways adjacent to the Municipal Reserve noted within the approved Hampton Village Business Park Concept Plan.
- (7) Should any of the services as set out in this Section not be complete at the expiration of the Term, this Section shall survive the Term until the completion of the services, receipt of payment for same and the end of any applicable warranty period.

Payment Dates and Interest

6. (1) All of the Development Charges and other fees, levies and charges payable by the Developer to the City pursuant to this Agreement shall be due and payable upon the various dates specified in this Agreement.
- (2) Should any amount or invoice not be paid at the times or within the period so specified, interest shall be payable at Royal Bank of Canada prime rate plus (2%) percent per annum on all such overdue amounts. In addition to any other remedy

which may be available to the City, should any amount invoiced to the Developer not be paid within the times specified, the City shall upon seven days written notice to the Developer have the right to immediately stop construction until such amount or invoice has been paid.

Retroactive Charges

7. The Developer acknowledges that this Agreement is retroactive in effect and all Development Charges and other levies, fees or charges provided for in this Agreement shall specifically apply to any lands developed or services provided before the execution of this Agreement.

Letter of Credit

8. (1) Upon the execution of this Agreement, the Developer shall deposit with the City Clerk, City of Saskatoon, a letter of credit ("Letter of Credit") in a form acceptable to the City Solicitor, City of Saskatoon, from a chartered bank carrying on business in the Province of Saskatchewan. The Letter of Credit shall be calculated in the amount of \$6,151.90 per front metre, being the sum of \$972,000.00 and shall secure the Developer's performance of the provisions of this Agreement. The Letter of Credit shall be irrevocable during the currency of this Agreement, but may be reduced from time to time in proportion to the amount of construction and Development Charges paid. The Developer shall keep the Letter of Credit current until completion of all construction of services provided for in this Agreement and until the full payment of all Development Charges and all other levies, fees and charges have been received by the City.
- (2) The Developer shall deposit a further letter of credit with the City two years prior to the Developer contemplating additional servicing in the future. This letter of credit is in consideration of the construction of the Additional Services identified in Section 5(2) in the amount equaling the Developer's share of the estimated costs of the additional initial water and sewer offsite servicing in the amount of \$12,763,314.00. The Letter of Credit shall secure the Developer's performance of the provisions of this Agreement. The Letter of Credit shall extend beyond the currency of this Agreement and will be reduced upon the Developers payment obligations being received by the City pertaining to the Additional Services. The Developer shall keep the Letter of Credit current until completion of all construction of services provide for in this Agreement and until the full payment of all invoices pertaining to the Additional Services have been received by the City relating to the Extended Development Area.

Developer Application To Do Work

9. (1) The Developer may apply to the City, at the address mentioned in this Agreement respecting the delivery of notices, to undertake the design and construction of all those works and services to be provided by the City pursuant to clauses **3(e)**, **3(f)**, and **3(h)** of this Agreement. The Manager shall forthwith consider any such application, and, if deemed appropriate, shall issue the Developer formal approval to proceed with all such works, or any portion thereof. Such approval shall prescribe to the current City standards and specifications applicable to any such works, and may be issued upon such terms and conditions, as the Manager, acting reasonably, considers appropriate.
- (2) The Developer upon application and approval from the City may perform the Heavy Debris Blitz Sweep Service noted in subsection 3(o). The level of service requirement will be 3 scheduled sweepings per year for 2 years within the Development Area beginning after the construction of pavement. Upon completion and acceptance of this service the City will refund the amount collected for the Heavy Debris Blitz Sweep Charge noted in Subsection 4(o).
- (3) Should the Developer undertake any works pursuant to Subsection 9(1) and 9(2) of this Agreement, the Developer agrees that all such works shall be constructed in accordance with the standards and specifications prescribed in the Manager's approval relating to the works.

Shallow Buried Utilities

10. (1) The City agrees to make all necessary arrangements for the installation of street lighting facilities on streets within the Development Area in accordance with the City's standard specification for commercial development. Any deviation required by the Developer may result in additional charges.
- (2) The Developer shall have the responsibility to consult with the Saskatchewan Power Corporation, Saskatchewan Energy Corporation, the Saskatchewan Telecommunications Corporation and the Electric System Branch of the City of Saskatoon as to the timing and construction of utilities within the Development Area.

Maintenance in Accordance with *The Cities Act*

11. All services and other facilities supplied, placed, installed and constructed by the City pursuant to the provisions of this Agreement shall be maintained in keeping with the provisions of *The Cities Act*.

City's Indemnification

12. The City will indemnify and save harmless the Developer with respect to any action commenced against the Developer as a result of any act or omission of the City upon or in relation to the City's obligations set out in this Agreement, including the acts or omissions of its officers, employees, servants or agents, or anyone for whom the City is responsible at law.

Part III Development Area Servicing

Developer Servicing Responsibilities

13. (1) Except as herein expressly provided, the Developer agrees that development and servicing is its sole responsibility and it agrees to cause the Development Area to be serviced and developed by the supply, placement, installation, construction and maintenance of the following services:
 - (a) Direct Services:
 - (i) Water mains;
 - (ii) Sanitary sewer mains;
 - (iii) Storm sewer mains;
 - (iv) Grading;
 - (v) Water and sewer service connections;
 - (vi) Sidewalks and curbing;
 - (vii) Walkways;
 - (viii) Paved lanes;
 - (ix) Street cutting; and
 - (x) Street paving.
- (2) The Plan has included the subdivision of Parcel 10, Block 4 to be recognized and incur all charges noted in clause 4(1) and utilized as a private dry storm water

pond ("Pond"). The Developer agrees that this clause will supersede the currency of this agreement and will undertake to perform the following at their cost:

- a) Construction of the Pond to City standards including excavation, grading, inlet and outlet piping, connection into the storm sewer main on Claypool Drive, installation of rip rap and all other appurtenances and;
- b) Maintain the Pond to City standards including but not limited to:
 - (i) Hydroseeding to grass and regular mowing of the entire Pond area;
 - (ii) Include measures to monitor and remedy any deficiencies concerning erosion protection of the Pond; and,
 - (iii) Set and monitor the discharge gate valve opening distance to the approved construction drawings.

Developer Warranties

14. (1) The City shall be granted an interest in the form of an easement for all works constructed by the Developer pursuant to Subsection 9(1) or Section 13 of this Agreement on, in or under any street, avenue, lane, easement or other public place where the City shall be granted a right of access to such infrastructure upon completion of construction. Such works shall be warranted by the Developer for the periods specified as follows:

| | |
|----------------------|--|
| Water Mains | 2 years from the date of Construction Completion Certificate |
| Sanitary Sewer Mains | 2 years from the date of Construction Completion Certificate |
| Storm Sewer Mains | 2 years from the date of Construction Completion Certificate |
| Service Connections | 2 years from the date of Construction Completion Certificate |
| Sidewalks and Curbs | 2 years from the date of Construction Completion Certificate |
| Street Paving | 2 years from the date of Construction Completion Certificate |
| All others | 2 years from the date of Construction Completion Certificate |

A Construction Completion Certificate shall be issued on completion and acceptance of each phase of work. The warranty periods as outlined in this

Subsection shall apply notwithstanding the expiration of the Term of this Agreement.

- (2) The Developer shall put up such barricades, lights or other protection for persons and property as will adequately protect the public or any person in the neighbourhood and maintain same during the course of construction, and, upon the request of the Manager or the Saskatoon Police Service, shall improve or change same.
- (3) When the Developer has completed all of the storm sewers, sanitary sewers, waterworks, easement cutting, sidewalks and curbs and paving pursuant to any work done under Subsection 13(1), it may so notify the Manager, in writing, who shall within 15 days of such a notice, carry out the required inspection, and if the Manager is satisfied on inspection that the work is substantially complete and will not be materially affected by other work, he shall within 15 days of such notice being given, issue a Construction Completion Certificate to that effect, and the maintenance period for the works included in the Certificate shall start on the day the Certificate is issued.
- (4) Upon completion and acceptance by the Manager as required in Subsection 14(3) hereof, the Developer shall carry out any work, by way of repair or replacement, as directed by the Manager, and which the Manager acting reasonably deems necessary to conform to the approved plans and specifications:
 - (a) after the issuance of the Construction Completion Certificate, the Developer shall be responsible for any and all repairs and replacement to any utilities and improvements which may become necessary up to the end of the maintenance periods set out in Subsection 14(1);
 - (b) if during the construction or maintenance period any material defects become apparent in any of the utilities or improvements installed or constructed by the Developer under this Agreement, and the Manager requires repairs or replacements to be done, the Developer shall be so notified, and within a reasonable time after said notice shall cause any repairs or replacements to be done, and if the Developer shall default, or any emergency exists, the City may complete the repairs or replacement and recover the reasonable cost thereof from the Developer;
 - (c) the Developer shall be responsible for adjusting all hydrants and main valve boxes and all service valve boxes to the established grades as they are developed, until such time as the City issues the Construction Completion Certificates for the maintenance of streets and lanes; and
 - (d) the Developer agrees that maintenance is a continuous operation that must be carried on until the expiry date of the maintenance period for each and every utility, and that no releases from liability of any kind will be given

until all repairs or replacements required by the Manager acting reasonably, as set out in his final reports have been made. The final inspection reports shall be completed no later than 60 days prior to the end of the warranty period. A formal release will be issued upon correction of all deficiencies listed in the final inspection reports.

- (5) During the maintenance periods referred to in this Agreement and notwithstanding any other provisions to the contrary, in the case of an emergency involving the breakage of a waterline or the stoppage of a sewer line constructed by the Developer, the City may take such emergency repair measures as it deems necessary, through its officers, servants or agents, on its behalf, to prevent damage to property, and the reasonable costs of such repair work shall be payable by the Developer on demand.

Developer Covenants

15. In relation to the development and servicing of the Development Area, the Developer agrees:

- (a) that all topsoil excavated from any streets, lanes, walkways and easements shall be stockpiled and used in the following order or priority:
 - (i) development of boulevards;
 - (ii) development of parks; and
 - (iii) allocation to lots or building sites requiring additional topsoil.

In no case shall any topsoil be removed from the Development Area without the express written permission of the Manager;

- (b)
 - (i) to provide all utility, construction and service easements which may be required, at no cost to the City or any other utility agency or service, and to comply with the terms of any easement agreement entered into by the Developer with respect to such easements provided that such easements shall not materially adversely affect the development of the Development Area;
 - (ii) to provide and register a utility easement plan if required by the Manager; and

- (iii) to provide for a covenant in all sale, ground lease or transfer agreements within the Development Area to the effect that the grades set on any such easements shall not be altered without the prior approval of the Manager, whose approval will not be unreasonably withheld;
- (c) to indemnify and save harmless the City with respect to any action commenced against the City as a result of any act or omission of the Developer in relation to the Developer's obligations set out in this Agreement, including the acts or omissions of its officers, employees, servants or agents, or anyone for whom the Developer is at law responsible;
- (d) that all work carried out by the Developer shall be designed and the works supervised by a qualified firm of consulting engineers retained by the Developer. Plans and specifications of design must be approved by the Manager acting reasonably, and all design and work carried out must conform to the current City of Saskatoon specifications as to material and construction practices for such services;
- (e) that the Developer shall obtain all environmental approvals which may be required by law, copies of all such approvals shall be provided to the Manager;
- (f) to supply all necessary labour, material, equipment and to construct, provide and maintain all sanitary sewers complete with manholes and all other accessories throughout the Development Area;
- (g) to supply all necessary labour, material, equipment and to construct, provide and maintain all water mains, including valves, hydrants and all other accessories throughout the Development Area;
- (h) to supply all necessary labour, material and equipment to construct and provide a storm water drainage system for the Development Area, including all storm sewer mains, piping, manholes, catch basins and other accessories including the maintaining, flushing and pumping of storm water until a final outlet to connect into has been commissioned;
- (i) to supply all necessary labour, materials, equipment, and to construct and provide all sidewalks and curbs throughout the Development Area;
- (j) to supply all necessary labour, materials, equipment, and to construct and provide all walkways throughout the Development Area;
- (k) to supply all necessary labour, materials, equipment, and to construct and pave all streets and lanes as required throughout the Development Area;

- (l) to provide the City with all such detailed plans, specifications, tests and records as the Manager may reasonably require both before and after construction. The “as built” plans shall be to the City’s standard in size, scale and form and shall be on both mylar transparencies and digital copy;
- (m) to supply the City with proof of adequate commercial general liability insurance which includes a non-owned vehicle endorsement and vehicle liability insurance, minimum coverage to be as follows:

Commercial General Liability Insurance which includes a non-owned vehicle endorsement:

\$5,000,000.00 for each occurrence

Vehicle Liability Insurance:

\$5,000,000.00 for each occurrence

which coverage shall be maintained throughout the Term of this Agreement;

- (n) for any lands serviced by other developers within the Hampton Business Park shown in green on Schedule “C” to cost share with other Developers upon subdivision based on benefiting exposed frontage and overall percentage of ownership for the following services:
 - (i) the cost of all roadways adjacent to neighbourhood parks and storm ponds;
 - (ii) the cost of the entrance roadway including the 300mm watermain extending along 37th Street from the east limit of the construction of 37th Street to the western limit of the Hampton Business Park shown in blue on Schedule “C”;
 - (iii) benefiting water and sewer oversizing improvements; and
 - (iv) the cost of all enhancements within the core area of the development including pathways.

Standard of Construction

- 16. With respect to work undertaken by the Developer pursuant to Subsection 9(1), where for any reason the Manager requires construction by the Developer to be different from the City’s standards, or different from the conditions of this Agreement, the Developer shall construct in accordance with the instructions of the Manager, but the City shall pay to the Developer any reasonable excess costs involved.

Changes in City Services

17. In the event that the Developer requires changes in City services, other than those contemplated in this Agreement, same shall be provided at the expense of the Developer. Changes requested by the Developer shall be in writing addressed to the Manager.

Part IV General

Approval for Installation of Services

18. The City shall consider all applications for approval made by the Developer as are required respecting the development and servicing of the Development Area by the Developer. All approvals resulting from the applications shall be issued in the normal course and under usual conditions and in accordance with the City's standard specifications respecting the class of works in question.

Expeditious Construction

19. All works required to be performed by this Agreement shall be carried out as expeditiously as time and construction conditions permit.

Assignment

20. During the Term of this Agreement, the Developer shall not assign this Agreement without the prior express written consent of the City being first obtained, such consent shall not be unreasonably withheld or delayed by the City.

Dispute Resolution

21. In the case of any dispute between the City and the Developer arising out of the performance of this Agreement, or afterwards as to any matter contained in this Agreement, either party shall be entitled to give to the other notice of such dispute and demand arbitration thereof. Such notice and demand being given, each party shall at once appoint an arbitrator and these shall jointly select a third. The decision of any two of the three arbitrators shall be final and binding upon the parties, who covenant that their dispute shall be so decided by arbitration alone, and not by recourse to any court or action of law. If the

two arbitrators appointed by the parties do not agree upon a third, or a party who has been notified of a dispute fails to appoint an arbitrator, then the third arbitrator and/or the arbitrator to represent the party in default shall be appointed by a Judge of the Court of Queen's Bench at the Judicial Centre of Saskatoon. *The Arbitration Act, 1992* of the Province of Saskatchewan shall apply to any arbitration hereunder, and the costs of arbitration shall be apportioned equally between the parties hereto.

Applicable Law

22. The laws of the Province of Saskatchewan shall apply and bind the parties in any and all questions pertaining to this Agreement.

Force and Effect

23. This Agreement shall remain in full force and effect until such time as both the City and the Developer have fully completed their respective obligations hereunder, and, for greater certainty, until such time as all Development Charges, fees, levies and other charges payable by the Developer to the City pursuant to the terms of this Agreement have been paid.

Agreement Runs With the Land

24. The Developer acknowledges and agrees that this Agreement runs with the land. For the better securing of the Developers obligations under this Agreement, including the obligation to pay all Development Charges due and owing at any time, the Developer will provide a letter of credit or performance bond in an amount approximately equal to total Development Charges payable under this Agreement, from a bank or surety, and on terms acceptable to the City, acting reasonably as outlined in Section 8.

Notices

25. (1) Any notice or consent (including any invoice, statement, request or other communication) required or permitted to be given by any party to this Agreement to the other party shall be in writing and shall be delivered or sent by registered mail (except during a postal disruption or threatened postal disruption) or facsimile transmission, email or other electronic communication to the applicable address set forth below:
- (a) in the case of Mamawi Holdings Corporation to:

Mamawi Holdings Corporation
500 – Broadway Street West
Yorkton, Sk, S3N 0P2
Attention: Mik Cupial, CEO
Facsimile: (306) 653-2669
Email: mcupial@kemcdevelopments.com, and

(b) in the case of the City to:

The City of Saskatoon
c/o Office of the City Clerk
222 3rd Avenue North
Saskatoon, SK S7K 0J5
Attention: General Manager,
Transportation and Construction Division
Facsimile: (306) 975-2784

- (2) Any notice delivered personally shall be deemed to have been validly and effectively given and received on the date of such delivery provided same is on a business day (Monday to Friday, other than a statutory holiday).
- (3) Any notice sent by registered mail shall be deemed to have been validly and effectively given and received on the fifth business day following the date of mailing.
- (4) Any notice sent by facsimile or email or other electronic communication shall be deemed to have been validly and effectively given and received on the business day next following the date on which it was sent (with confirmation of transmittal received).
- (5) Either party to this Agreement may, from time to time by notice given to the other party, change its address for service under this Agreement.

Entire Agreement

26. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications or representations between the parties, relating to the subject matter of this Agreement.

Illegality

27. If one or more of the phrases, sentences, clauses or articles contained in this Agreement is declared invalid by a final and unappealable order or decree of any court of competent

jurisdiction, this Agreement shall be construed as if such phrase, sentence, clause or paragraph had not been inserted in this Agreement.

Amendment

28. This Agreement may be changed only by written amendment signed and sealed by authorized representatives of the parties.

Headings

29. The headings contained in this Agreement are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

Covenants

30. Each obligation of the City or of the Developer in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

Time of Essence

31. Time shall be of the essence of this Agreement and every part of this Agreement.

Further Assurances

32. The Developer and the City shall, at their own expense, promptly execute such further documentation to give effect to this Agreement as the Developer and the City, as the case may be, may reasonably require from time to time.

Approval of Plan of Subdivision

33. Upon execution of this Agreement by both parties, the City acknowledges that the condition that “the owner/developer entering into a development and servicing agreement with The City of Saskatoon” of the Subdivision Application has been met by the Developer.

In Witness Whereof the parties hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper officers in that behalf, as of the day and year first above written.

The City of Saskatoon

Mayor

c/s

City Clerk

Mamawi Holdings LP.

c/s

Schedule "B"

Fees, Levies and Other Charges Applicable to the Development Area

The charges payable by the Developer to the City pursuant to Section 4 hereof shall be calculated in accordance with the rates as the Council of The City of Saskatoon has established and are in general force and effect for the 2021 construction season. By way of illustration only, the following rates were effective for the 2020 construction season for Industrial and Commercial zoned parcels:

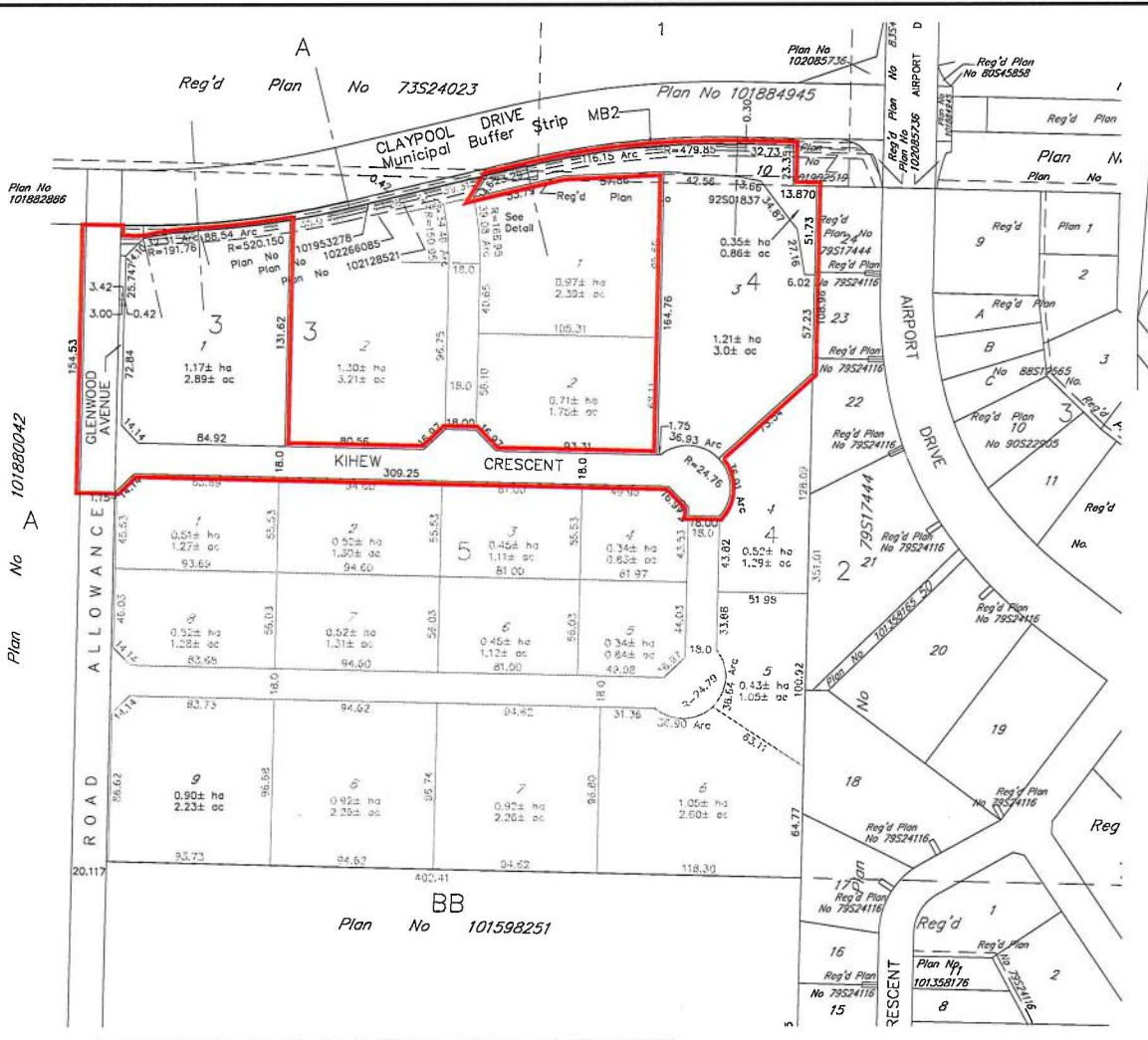
| | <u>Industrial</u> | <u>Commercial</u> | |
|---|---------------------------|-------------------|-----------------------------|
| (a) Trunk Sewer Levy..... | \$1,459.80 | \$ 919.15 | per front metre; |
| (b) Primary Water Main Levy | \$ 264.20 | \$ 169.95 | per front metre; |
| (c) Arterial Road Levy | \$ 674.70 | \$ 624.55 | per front metre; |
| (d) Interchange Levy | \$ 131.30 | \$ 202.00 | per front metre; |
| (e) Parks and Recreation Levy | \$ 40.38 | \$ 426.55 | per front metre; |
| (f) Buffer Strip Levy | \$ 8.00 | \$ 39.70 | per front metre; |
| (g) Street Signing & Traffic Controls Levy..... | \$ 15.20 | \$ 17.95 | per front metre; |
| (h) Fencing Levy | \$ 11.75 | \$ 11.75 | per front metre; |
| (i) Planning Levy | \$ 20.65 | \$ 17.20 | per front metre; |
| (j) Street Lighting Levy | \$ 86.10 | \$ 95.50 | per front metre; |
| (k) Lift Station Levy | \$ 100.35 | \$ 100.35 | per front metre; |
| (l) Inspection Levy..... | \$ 29.25 | \$ 20.75 | per front metre; |
| (m) Prepaid Extended Maintenance Levy | \$ 25.00 | \$ 18.75 | per front metre; |
| (n) Expanded Trunk Sewer Levy..... | \$ 253.85 | \$ 253.85 | per front metre; |
| (o) Heavy Debris Blitz Sweep Charge | \$ 68.85 | \$ 68.85 | per street length metre; |
| (p) Servicing Agreement Fee..... | \$2,629.00 per agreement. | | |

The Trunk Sewer Levy, Primary Watermain Levy, Arterial Road Levy, Interchange Levy, Parks and Recreation Levy, Lift Station Levy and Expanded Trunk Sewer Levy, for the Commercial

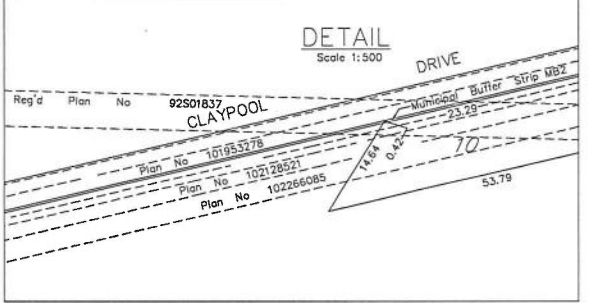
parcel land will be calculated at an area rate of 169 equivalent front metres per hectare totalling $169 \times \$2,696.40 = \$455,691.60$ per hectare. The corresponding levies for Industrial parcel land will be calculated on an area rate of 113 equivalent front metres per hectare totalling $113 \times \$2,924.58 = \$330,477.50$ per hectare.

Plan No 101880042 A

PLAN SHOWING
PLAN OF PROPOSED SUBDIVISION OF PARCEL Y, PLAN NO 101902519
PLAN NO 102330054
NW 1/4 SEC 5, TWP 37, RGE 5, W3 Mer & SW 1/4 SEC 8, TWP 37, RGE 5, W3 Mer
CLAYPOOL DRIVE SASKATOON, SASKATCHEWAN 2021
SCALE = 1: 2000



SCHEDULE 'A'



CITY OF SASKATOON

Approved under the provisions of
 Bylaw No. 8537 of the
 City of Saskatoon

Date _____
 Community Services Department

NOTES
 - MEASUREMENTS ARE IN METRES AND DECIMALS THEREOF.
 - SOME MEASUREMENTS ARE APPROXIMATE AND MAY DIFFER FROM THE FINAL PLAN OF SURVEY BY AS MUCH AS 5 METRES.
 - PORTION TO BE APPROVED IS OUTLINED WITH A BOLD DASHED LINE AND CONTAINS 16.02± ha (39.58± ac) WHICH INCLUDES 1.90± ha (4.70± ac) FOR STREETS AND ROAD WIDENING.

SURVEYORS CERTIFICATION

June 15, 2021
 Date _____

Brad J. Luey, Saskatchewan Land Surveyor



| | | |
|---|---------------------------|------------------------------|
| 222 JESSOP AVE SASKATOON, SK S7N 1Y4 TEL: 306-855-5330 | DATE 19/03/2021 | JOB No. SC-0019-21 |
| | SURVEYED BY: | CALCD BY: CAS |
| | | DRAWN BY: CAS |

