

Servicing Agreement

The effective date of this Agreement is _____, 2021.

Between:

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

- and -

BDM Enterprises Ltd., a Saskatchewan corporation, carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the "Developer")

Whereas:

- A. 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");
- B. 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;
- C. 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
- D. 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 Part of Parcels LL1 and LL2, Registered Plan No. 102343979 in Section 30, Township 36, Range 4, 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 859 metres of frontage, being those lands which, subject to regulatory approval, have been approved for development;
 - (b) “Manager” means the General Manager of the City’s Transportation and Construction Division; and
 - (c) “Street Length” means the total length of streets within the Development Area comprising 543 metres.
- (2) The term of this Agreement shall be two years commencing on the effective date and ending on the day two years from the effective date (the “Term”).

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) Inspection Service;
- (l) Prepaid Extended Maintenance Service;
- (m) Community Centre;
- (n) McOrmond and College Drive Interchange Service;
- (o) Canadian Pacific Railway Overpass Service;
- (p) Pedestrian Overpass Service;
- (q) Heavy Debris Blitz Sweep Service, and;
- (r) 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 & Charges 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 Levy;

- (g) Street Signing and Traffic Controls Levy;
- (h) Fencing Levy;
- (i) Planning Levy;
- (j) Street Lighting Levy;
- (k) Inspection Levy;
- (l) Prepaid Extended Maintenance Levy;
- (m) Community Centre Levy;
- (n) McOrmond and College Drive Interchange Charge;
- (o) Canadian Pacific Railway Overpass Charge;
- (p) Pedestrian Overpass Charge;
- (q) Heavy Debris Blitz Sweep Charge; and,
- (r) Servicing Agreement Fee.

(collectively 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 November 30, 2021, March 31, 2022, and July 31, 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 the Developer acknowledges and agrees that should the construction of services as outlined in Subsection 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 Subsection 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, Act of God, or any other similar cause beyond the reasonable control of the Developer.

Cost Sharing of Services

5. (1) Both the Developer and the City acknowledges that each party will undertake the construction of various services as set out below that will benefit the Development Area.
- (2) The Developer agrees to pay upon invoice for all proposed and or actual upgraded services that are above the City's current standard. The upgrades will be constructed over time beyond the currency of this agreement and the estimated cost will be applied upon each phase of the Developers ownership. The timing of the construction will be at the discretion of the Manager. For clarity, the total cost shall exclude land acquisition costs and interest. Where the upgraded service has or will be directly provided by the City the percentage of total cost shall include labour, materials, supplies, detouring costs, material testing and all other related costs including 10% for design and construction engineering costs. The upgrades will include the following:
 - (a) Traffic Improvements:
 - (i) Arterial Roadways - upgrades beyond the City's 4 lane standard including but not limited to additional lanes, double left turning bays, centre median upgrades, swales between roadways and boulevards exceeding 2 metres in width beyond a fine grade and seeding standard along 8th Street East west of McOrmond Drive to the CPR tracks (8th Street) and McOrmond Drive north of 8th Street East to Brighton Gate (McOrmond Drive). For this item only, the City requires that:
 - (A) The City will develop and administer a charge for the proportional share of the approximate cost of the upgrades on McOrmond Drive from all saleable lands owned by the Developer that benefit the Brighton Neighbourhood outlined in green on Schedule "C" and separately that benefit those lands within the Holmwood Sector Plan designated as Business Park and Suburban Area situated west of the approximate current boundary of Zimmerman Road outlined in blue on Schedule "C";

- (B) The City shall administer a charge for the approximate cost of 8th Street East improvements that benefit both the Brighton Neighbourhood outlined in green on Schedule “C” and the neighbourhood to the south of 8th Street East noted in yellow on Schedule ‘C’. The charges shall be calculated separately on a front metre basis for residential zoned property less than 40 metres deep and 169 front metres per hectare for all other saleable property within the area.

- (ii) College Drive Access – the City upon the instruction of the Manager will in the future oversee the construction of an additional access roadway to the Brighton Neighbourhood including signalization at the intersection of College Drive and Westfield Road along with any required improvements between the Canadian Pacific Railway (CPR) and McOrmond Drive.
 - (A) the Brighton Neighbourhood will collectively fund 70.8% of the actual total costs. The City shall administer a charge for the proportional share of the cost of the access point from all saleable lands owned by the Developer within the Brighton Neighbourhood outlined in green on Schedule “C”. The charges shall be calculated separately on a front metre basis for residential zoned property less than 40 metres deep and 169 front metres per hectare for all other saleable property within the area; and
 - (B) the Developer acknowledges that the construction of this service is intended to be completed within the next five years and therefore agrees to pay the proportional charge for this construction as each phase of the Developer’s lands are subdivided including any retroactively subdivided lands.

- (iii) Signing and Traffic Control Devices – traffic control signals will receive funding for up to 3 signalized intersections within the Brighton Neighbourhood. Signals required by the Manager beyond this level of service will be paid proportionately based on the percentage of land owned within the Brighton Neighbourhood by the Developer.

- (iv) Moncton Place Water Main Connection – the Brighton Neighbourhood has benefitted from an additional water main connection extending from Moncton Place to allow for water

servicing redundancy. The Developer agrees to pay for a proportional share of this water main based on the percentage of land owned within the Brighton Neighbourhood by the Developer.

(b) Berming and Fencing:

- (i) Berms – will be required within municipal buffer strips along the Canadian Pacific Railway tracks and along College Drive adjacent to the Brighton Neighbourhood. Any berm required to be constructed to a higher elevation than the City's roadways, water and sewer specifications standards will be paid for by the Developer; and
- (ii) Fencing - chain link fencing will be required within municipal buffer strips along the Canadian Pacific Railway tracks and along Highway 5 adjacent to the Brighton Neighbourhood. Any fence that is proposed to be enhanced beyond the City's roadways, water and sewer specifications standards will be the expense of the Developer.

(3) Interchange and Overpasses:

(a) Canadian Pacific Railway Overpass ("CPR Overpass")

- (i) The City consents to completing the design and construction of a 6 lane overpass including pedestrian facilities and the extension of 8th Street to Boychuk Drive to a 6 lane standard in the future situated at the intersection of the Canadian Pacific Railway and 8th Street East. The CPR Overpass will begin construction no sooner than the earlier of 80% of the Brighton Neighbourhood is constructed with roadways or the CPR crossing warrants a grade separation based upon the standards set out by Transport Canada documented in the "Canadian Road / Railway grade Crossings Detailed Safety Assessment Field Guide" and the "Draft RTD 10 Road/Railway Grade Crossing Technical Standards and Inspection, Testing and Maintenance Requirements."
- (ii) The construction of the CPR Overpass and related roadways may be phased to initially accommodate 4 lanes of the ultimate 6 lane structure. The City will undertake an analysis of the timing for the final 2 lane phase.
- (iii) Prior to the construction of the CPR Overpass the City will seek approval from the CPR and the Developer will provide at

his cost a modification to the CPR/8th Street intersection including a warning system and crossing arms.

(iv) The City agrees to administer a charge collected proportionately upon subdivision for the approximate cost of the CPR Overpass including the initial cost of a warning system and crossing arms noted in 4(1)(o) based on frontage for residential zoned property less than 40 metres deep and all other saleable properties based on 169 front metres per hectare situated between and including the approximate boundary of the Brighton Neighbourhood south of 8th Street and the approximate current boundary of Zimmerman Road outlined in red on Schedule "C":

(A) for all saleable property noted in Schedule "C" the City will continue to charge the levy for the CPR Overpass and to hold all such monies including interest up to the commencement of the CPR overpass; and,

(B) after the completion of the CPR Overpass for the saleable property not owned by the Developer noted in Schedule "C" the City will continue to charge the levy adjusted for the final cost including warranty charges; and,

(b) McOrmond Drive and College Drive Interchange ("the Interchange"):

(i) The City has begun construction of a grade separated interchange at the intersection of McOrmond Drive and College Drive; and

(ii) The City agrees to administer a charge collected proportionately upon subdivision for the approximate cost of the McOrmond Drive and College Drive Interchange noted in 4(1)(n) that includes 23.72% calculated from the lands encompassing the Brighton Neighbourhood outlined in green on Schedule "C". An additional charge based on 16.78% calculated from 50% of those lands identified in the Holmwood Sector Plan adjacent to 8th Street between McOrmond Drive and the approximate current boundary of Zimmerman Road outlined in blue on schedule "C" will be assessed upon future subdivision. In addition, lands remaining within the Holmwood Sector situated east of the proposed Zimmerman Road upon future subdivision will also be subject to a charge based on 30.4% of the cost of the interchange. The charge shall be assessed on a front metre basis for residential zoned property

less than 40 metres deep and 169 front metres per hectare for all other saleable property within the area:

- (A) for all saleable property noted in Schedule “C” the City will continue to charge the levy for the McOrmond Drive and College Drive Interchange including interest; and
 - (B) after the completion of the McOrmond Drive and College Drive Interchange the City will continue to charge the levy adjusted for the final cost including warranty charges; and
- (iii) The City agrees that for the Brighton Neighbourhood only, the Interchange Levy noted in Clause 4(1)(d) will be limited per year to an increase of the lesser of 5% or the increase in the Arterial Road Reserve from the rates established by the Council of the City of Saskatoon for the 2021 construction year.
- (d) Pedestrian Overpass
- (i) When required by the Manager, a pedestrian overpass between the Brighton, College Park and Arbor Creek Neighbourhoods including linking pedestrian facilities outlined in Brown on Schedule “C” will be constructed, and
 - (ii) The City agrees to administer a charge collected proportionately upon subdivision for the approximate cost of the Pedestrian Overpass noted in 4(1)(p) based on frontage for residential zoned property less than 40 metres deep and all other saleable properties based on 169 front metres per hectare outlined in Green calculated on 100% of the area and outlined in Blue calculated on 50% of the area, all on Schedule “C” excluding those lands south of 8th Street.
- (4) Moncton Place Watermain - The Developer agrees to cost share a watermain connection from Moncton Place that is mutually beneficial to the entire Brighton Neighbourhood based on a final determination of overall ownership initially estimated at 10.02% within the Brighton Neighbourhood. The contribution will include an approximate lump sum payment in the amount of \$27,191.88 to cover the pro rata (estimated) share of the watermain paid upon invoice.
- (5) Powerline Relocation – The Saskatchewan Power Corporation has completed the construction of the relocation of a 138KV powerline along McOrmond Drive extending from Brighton Common to 8th Street East to an

easement situated adjacent to the McOrmond Drive right of way. The Developer agrees to cost share the subdivision and relocation costs including design and construction based on the ownership area within the Brighton Neighbourhood and the Suburban Centre. The contribution will include a lump sum payment to cover the pro rata share of the powerline relocation paid upon invoice.

- (6) Should any of the services as set out in Section 5 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 two (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 (7) 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. Upon the execution of this Agreement, the Developer shall deposit with the City Clerk, City of Saskatoon, a 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 \$2,268 per front metre, being the sum of \$1,948,212.00. The letter of credit 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 performed

and Development Charges paid by the Developer. 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.

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 Clause 3(q). 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(1)(q).
- (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. 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.
- (b) High Groundwater Levels - an overall groundwater study was prepared in conjunction with the approval of the concept plan for the Brighton Neighbourhood. The Developer shall hire a consulting engineer to report specifically on the groundwater conditions within the Development Area. The report shall include recommendations of the consulting engineer, including recommendations respecting remediation procedures deemed appropriate to mitigate high groundwater conditions. The City shall review the recommendations and if the City considers it necessary, it shall inform the Developer of the requirement to implement the recommended remediation procedures. The Developer agrees to complete the recommended remediation procedures at its cost. The work shall be completed to the satisfaction of the Manager.

Developer Warranties

14. (1) 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 shall be the property of the City upon completion of construction. Such works shall be warranted and maintained 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

- (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 in his final inspection 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) 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;

- (c) to provide and register a utility easement plan if required by the Manager;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) that the Developer shall obtain all approvals required by Saskatchewan Environment and Resource Management and the Saskatchewan Water Corporation, together with any other consent or approvals which may be required by law, copies of all such approvals shall be provided to the Manager;
- (h) 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;
- (i) 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;
- (j) to supply all necessary labour, material, equipment and to construct, provide and maintain a storm water drainage system for the

Development Area, including all storm sewer mains, piping, manholes, catch basins and other accessories;

- (k) to supply all necessary labour, materials, equipment, and to construct and provide all sidewalks and curbs throughout the Development Area;
- (l) to supply all necessary labour, materials, equipment, and to construct and provide all walkways throughout the Development Area;
- (m) to supply all necessary labour, materials, equipment, and to construct and pave all streets and lanes as required throughout the Development Area;
- (n) 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. The Developer shall submit a deposit calculated by the product of \$10.00 and the Development Area frontage equaling an amount of \$8,590 to be held until all such information pertaining to this clause has been received and reviewed to the satisfaction of the City. The deposit will be refundable by the City up to a period of three years from the execution date of the Agreement;
- (o) 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;

- (p) to cost share with other Developers within the Brighton Neighbourhood upon subdivision based on benefiting frontage and overall percentage of ownership for the following services:

- (i) the cost of all roadways adjacent to Brighton Neighbourhood parks, linear parks and designated school sites;
 - (ii) benefiting water and sewer oversizing improvements; and
 - (iii) the cost of all enhancements within the core area of the Brighton Neighbourhood.
- (q) The Developer agrees to remove the accumulation of mud and dirt on all paved streets up to the issuance of the final acceptance certificate for paving within the Development Area.

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, and binds it, and subject to Section 20, its successors and permitted assigns; and, further, agrees that the City may elect, at its sole option, to register an Interest based on this Agreement against the property subject to this Agreement in the Land Titles Registry for Saskatchewan charging all those lands comprising the Development Area with the performance of this Agreement.

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 BDM Enterprises Ltd. to:

BDM Enterprises Ltd.
815 – 230 22nd Street East
Saskatoon SK S7K 0E9
Attention: Don Armstrong, Project Consultant
BDM Enterprises Ltd.
Facsimile: (306) xxx-xxxx
Email: don.w.armstrong@sasktel.net

- (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 condition that the Developer enter into a development and servicing agreement with The City of Saskatoon of Subdivision Application 16/20 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.

City of Saskatoon

Mayor

c/s

City Clerk

BDM Enterprises Ltd.

c/s

Affidavit Verifying Corporate Signing Authority

(No corporate seal)

Canada
Province of Saskatchewan
To Wit:

I, _____, of _____, in the Province of
(name of corporate officer/director) (place)
Saskatchewan, make oath and say:

- 1. That I am an officer or director of the corporation named in the within instrument.
- 2. That I am authorized by the corporation to execute the instrument without affixing a corporate seal.

Sworn before me at _____,
in the Province of Saskatchewan, this
_____ day of _____, _____.

A Commissioner for Oaths for Saskatchewan
My Commission expires _____.
(or) Being a Solicitor

(signature of corporate officer/director)

SCHEDULE 'A'

PROPOSED PLAN OF SURVEY
SHOWING
SURFACE SUBDIVISION
OF PART OF
PROPOSED PARCELS L1 & L2,
PLAN No. _____
(pending planning approval)
IN
N 1/2 SEC. 30-TWP. 36-RGE. 4-W. 3MER.
CITY OF SASKATOON
SASKATCHEWAN
BY M.L. HADDOX, S.L.R.
SCALE 1:1000

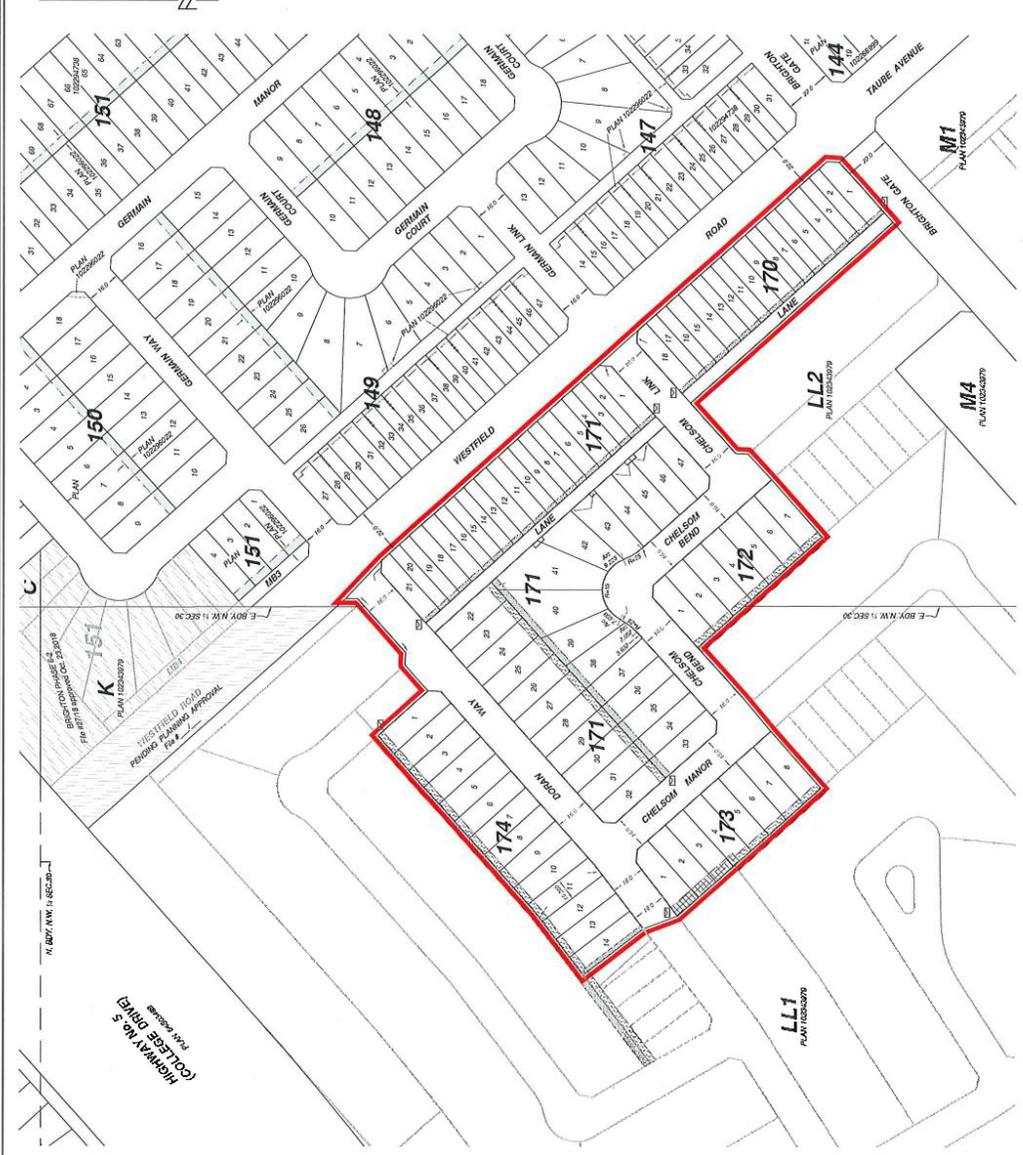
- EXISTING SURVEY**
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EXAMINED: ROM ENTERPRISES LTD. (Owner) Plans L1 & L2 in Survey

EXAMINED: CITY OF SASKATOON
 Approved under the provisions of Bylaw No. 509 of the City of Saskatoon.

General Manager of the Community Services Department
 Date: _____ A.D. 20__
 Application No. 1693

No.	Date	Description	Drawn	Checked
1	1/11/2020	1. INITIAL PLAN L1 & L2, 2. SURFACE SUBDIVISION OF PARCELS L1 & L2, 3. PLAN NO. _____	[Signature]	[Signature]
2	1/11/2020	2. AMENDMENTS TO PLAN L1 & L2, 3. PLAN NO. _____	[Signature]	[Signature]
3	1/11/2020	3. AMENDMENTS TO PLAN L1 & L2, 3. PLAN NO. _____	[Signature]	[Signature]
4	1/11/2020	4. AMENDMENTS TO PLAN L1 & L2, 3. PLAN NO. _____	[Signature]	[Signature]
5	1/11/2020	5. AMENDMENTS TO PLAN L1 & L2, 3. PLAN NO. _____	[Signature]	[Signature]
6	1/11/2020	6. AMENDMENTS TO PLAN L1 & L2, 3. PLAN NO. _____	[Signature]	[Signature]
7	1/11/2020	7. AMENDMENTS TO PLAN L1 & L2, 3. PLAN NO. _____	[Signature]	[Signature]
8	1/11/2020	8. AMENDMENTS TO PLAN L1 & L2, 3. PLAN NO. _____	[Signature]	[Signature]
9	1/11/2020	9. AMENDMENTS TO PLAN L1 & L2, 3. PLAN NO. _____	[Signature]	[Signature]
10	1/11/2020	10. AMENDMENTS TO PLAN L1 & L2, 3. PLAN NO. _____	[Signature]	[Signature]



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:

(a)	Trunk Sewer Levy	\$653.00	per front metre;
(b)	Primary Water Main Levy	\$169.95	per front metre;
(c)	Arterial Road Levy	\$624.50	per front metre;
(d)	Interchange Levy	\$100.20	per front metre;
(e)	Parks and Recreation Levy	\$426.55	per front metre;
(f)	Buffer Strip Levy	\$39.70	per front metre;
(g)	Street Signing & Traffic Controls Levy	\$17.95	per front metre;
(h)	Fencing Levy	\$11.75	per front metre;
(i)	Planning Levy	\$17.20	per front metre;
(j)	Street Lighting Levy	\$81.15	per front metre;
(k)	Inspection Levy	\$20.75	per front metre;
(l)	Prepaid Extended Maintenance Levy	\$18.75	per front metre;
(m)	Community Centre Levy	\$155.00	per front metre;
(n)	McOrmond & College Drive Interchange Charge	\$302.00	per front meter;
(o)	Canadian Pacific Railway Overpass Charge	\$254.20	per front meter;

Schedule "B"
(Cont'd)

(p)	Pedestrian Overpass Charge	\$76.25	per front meter;
(q)	Heavy Debris Blitz Sweep Charge	\$68.85	per street length meter; and
(r)	Servicing Agreement Fee	\$2,629.00	per agreement.

SCHEDULE 'C'

