

## Development and Servicing Agreement

This Agreement made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2023.

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 -

**SaskEnergy Incorporated**, a Crown 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 and marked as Schedule “A” (the “Plan”);
- B. The City requires as a condition to the 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 Developer, upon registration of the Plan with ISC Plan Processing, issuance of a Transform Approval Certificate and creation of Parcels with respect to the same, shall become the registered owner of proposed Parcel B and therefore responsible for the development of the Development Area; and
- D. The City deems it advisable and expedient to provide the facilities and services hereinafter agreed to be performed by the City on the condition that the Developer carries out its undertakings under this Agreement.

Now therefore the City and the Developer agree as follows:

### Plan of Proposed Subdivision

- 1. The Plan showing the proposed subdivision of part of Section 28, Township 36, Range 4, West of the Third Meridian and all of Parcel A, Registered Plan No. 78S04841, 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.

2. The Developer agrees to take title to the land which comprises the Development Area as soon as practicable upon the issuance of the Transform Authorization with respect to the Plan.

### **Definitions**

3. Throughout this Agreement:
  - (a) “Development Area” means the area of land shown outlined in red on the Plan consisting of approximately 0.170 hectares;
  - (b) “Adjacent Land” means the right-of-ways bordering the Development Area; and
  - (c) “Manager” means the General Manager of the City’s Transportation and Construction Division.

### **City Servicing**

4. Within a reasonable time after the execution of this Agreement, the City shall cause the Development Area to be benefited by the supply, placement, installation, construction and use 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; and
  - (f) Servicing Agreement Service.

### **Levies Payable by the Developer**

5. (1) In consideration of the City providing the various services upon and in relation to the Development Area, as specified in Section 4, the Developer shall pay to the City the following fees and levies 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; and
- (f) Servicing Agreement Fee.

(the "Development Charges")

- (2) The Development Charges with respect to the Development Area shall be due and payable by the Developer to the City upon the execution of this Agreement.
- (3) Any Development Charges not paid in accordance with this Agreement shall be subject to interest payable at Royal Bank of Canada prime rate plus two (2%) percent per annum.

### **Area Rates**

- 6. The Development Charges referred to in this Agreement are "area rates" and have been calculated on the basis of servicing the entire area of the City of Saskatoon and no additional charges will be made by the City with respect to services other than as may be expressly provided for in this Agreement. However, the foregoing does not apply with respect to any future local improvement charges or sewer and water surcharges lawfully imposed under the provisions of The Local Improvements Act, 1993 or The Cities Act, 2004, or any bylaw passed thereunder.

### **Retroactive Effect**

- 7. The Development Charges payable under this Agreement with respect to the Development Area shall specifically apply to any lands sold by the Developer before the execution of this Agreement, and the provisions of this Agreement in relation to all such Development Charges shall be retroactive in effect.

### **Developer Servicing Responsibilities**

8. Upon execution of the Agreement, the Developer agrees to provide:
  - (a) landscaping of the site to a standard acceptable to the Manager which may include a visual screen of trees around a portion of the perimeter. A design plan shall be submitted and approved by the Manager prior to construction; and
  - (b) landscaping materials that complement those used in adjacent developments. Durable high-quality materials used for cladding on all building faces, including wherever possible graffiti vandalism-resistant protective sealant. Permitted claddings include natural stone, brick, manufactured stone (masonry application), split faced concrete block masonry, aluminum shingles, cedar shingles, clay tile facade system, ceramic tile, glazing, the limited use of vinyl siding, and the limited use of cement-board siding. The scale of the material should be consistent with the scale of the building mass.

### **Cost Sharing of Adjacent Land Development**

9. The Developer acknowledges and agrees that the Adjacent Land will be developed in the future. The services may be constructed on or within existing or future right-of-ways. At such time as the Adjacent Land is being developed and constructed and if services are required, the Developer will cost share with those providing the services for 50% of the design, construction engineering and construction of the following:
  - (a) Storm Sewer Mains;
  - (b) Street Cutting;
  - (c) Sidewalk, Curb and Boulevard;
  - (d) Roadway and Paving; and
  - (e) Street Lighting.

### **Street Lighting Facilities**

10. The City shall make all necessary arrangements for the installation of street lighting facilities in accordance with the City's standard specification for residential development upon the future development of the Adjacent Land for all abutting streets to the Development Area. Any deviation from the standard specification for residential development as required by the Developer may result in an extra charge to the Developer.

### **Additional Services Requested by Developer**

11. In the event that the Developer requires additional services not identified within this Agreement, all costs associated with those services shall be at the expense of the Developer. Changes requested by the Developer shall be in writing addressed to the Manager.

### **Assignment**

12. It is expressly agreed that the Developer shall not assign this Agreement without the prior express written consent of the City being first obtained.

### **Dispute Resolution**

13. 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 covered by 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 any 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 under this Agreement, and the costs of arbitration shall be apportioned equally between the parties.

## Registration of Interest Based on Agreement

14. The Developer acknowledges and agrees that this Agreement runs with the land, and binds the Developer and its successors and assigns; and, further, agrees that the City may elect, at its sole option, to register an interest pursuant to *The Planning and Development Act, 2007* in the Land Titles Registry for Saskatchewan charging all those lands comprising the Development Area with the performance of the obligations under this Agreement.

## Notices

15. Except as otherwise provided in this Agreement, any notice or communication required or permitted to be given by one party to the other shall be in writing and shall be deemed to have been sufficiently and effectually given if posted registered mail, postage prepaid, addressed as follows:

in the case of the City:

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

in the case of the Developer:

SaskEnergy Incorporated  
700 1777 Victoria Avenue  
Regina, SK S4P 4K5  
Attention: Landon Thiessen, Land Acquisition  
Agent SaskEnergy  
Telephone: (306) 777-9646

**Approval of Plan**

16. Upon execution of this Agreement by both parties, the City approves the Plan and the Development Area.

**City of Saskatoon**

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Mayor

*c/s*

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City Clerk

**SaskEnergy Incorporated**

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*c/s*

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## 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)



**Plan of Proposed Subdivision**

of part of  
 SW Sec 28 - Twp 36 - Rge 4 - W3M  
 and all of  
 Parcel A, Reg'd Plan No. 78S04841  
 within SW Section 28  
 Twp 36 - Rge 4 - W3M  
 RM of Monet No. 257  
 Saskatchewan

Scale 1:750

**Notes:**

- \* Area to be subdivided is outlined with a bold, dashed line and contains 0.170 ha (0.42 acs).
- \* Distances shown are expressed in metres and three decimals thereof and may vary ±5.0 metres.
- \* The Location of underground Utility lines are copied.
- \* Information shown on this plan was collected between the dates of August, 2016 and July 2018.

Dated: March 15th, 2021

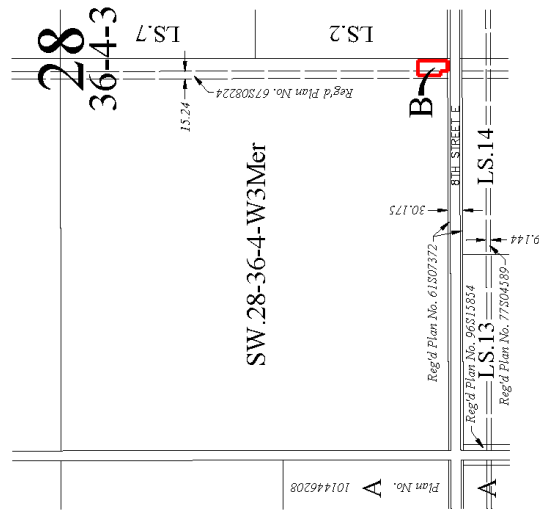
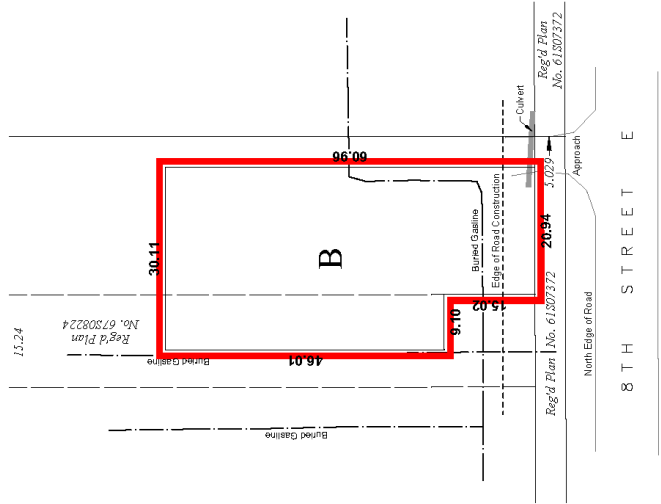
J.C. Lehmkuhl S.L.S.

Owner Approved (SW 28):

Dream Asset Management Corporation

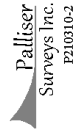
Owner Approved (Parcel A):

SaskEnergy Incorporated



**KEY PLAN**

SCHEDULE 'A'



## Schedule “B”

### Fees, Levies and Other Charges Applicable to the Development Area

The charges payable by the Developer to the City pursuant to Section 5 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 as set forth hereunder:

- (a) Trunk Sewer Levy .....\$168,822.00 per hectare
- (b) Primary Water Main Levy .....\$30,651.25 per hectare
- (c) Arterial Road Levy .....\$78,681.90 per hectare
- (d) Interchange Levy .....\$14,836.90 per hectare
- (e) Parks and Recreation Levy .....\$4,565.20 per hectare
- (f) Servicing Agreement Fee .....\$2,671.00 per agreement

Service for the Development Area shall be assessed on an area basis at the rate of 113 front metres per hectare. Area rate:  $\$2,633.25 \times 113 \text{ fm} / \text{ha} = \$297,557.25$  per hectare.