

Development and Servicing Agreement

This Agreement made in triplicate this ____ day of _____, 2017.

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 -

Saskatchewan Telecommunications, 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; and
- 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 U and therefore responsible for the development of the Development Area;
- D. Whereas 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 Parcel T, Registered Plan No. 93S04586 within the NW ¼ Section 32, 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.

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 0.09 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 Utilities Department.

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 within 60 calendar days after the execution of this Agreement.
- (3) Any Development Charges not paid in accordance with subsection (2) shall be subject to interest payable at Royal Bank of Canada prime rate plus one and one-half (1½%) percent per annum.
- (4) The Developer shall have the right to consult with the Manager and peruse any documents and materials used by the Manager in arriving at the Development Charges under this Agreement.

Area Rates

- 5. 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 clock 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; and
 - (d) Roadway and Paving.

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:

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

In the case of the Developer:

Saskatchewan Telecommunications (SaskTel)
10th Floor,
2121 Saskatchewan Drive
Regina, SK S4P 3Y2
Attention: Rob Kaminski, Corporate Services Manager
Saskatchewan Telecommunications
Facsimilie: (306) 359-0109

Approval of Plan

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

The City of Saskatoon

Mayor

c/s

City Clerk

Saskatchewan Telecommunications

c/s

**PLAN OF PROPOSED
SUBDIVISION OF PART OF
PARCEL T,
REG'D PLAN NO. 93S04586
N.W. 1/4 SEC. 32
TWP. 36, RGE. 4, W. 3RD MER.
SASKATOON, SASKATCHEWAN
BY T.R. WEBB, S.I.S.
SCALE 1:2000**

Dimensions shown are in metres and decimals thereof.

Portion of this plan to be approved is outlined with a bold, dashed line and contains 0.09± ha (0.22± ac.).

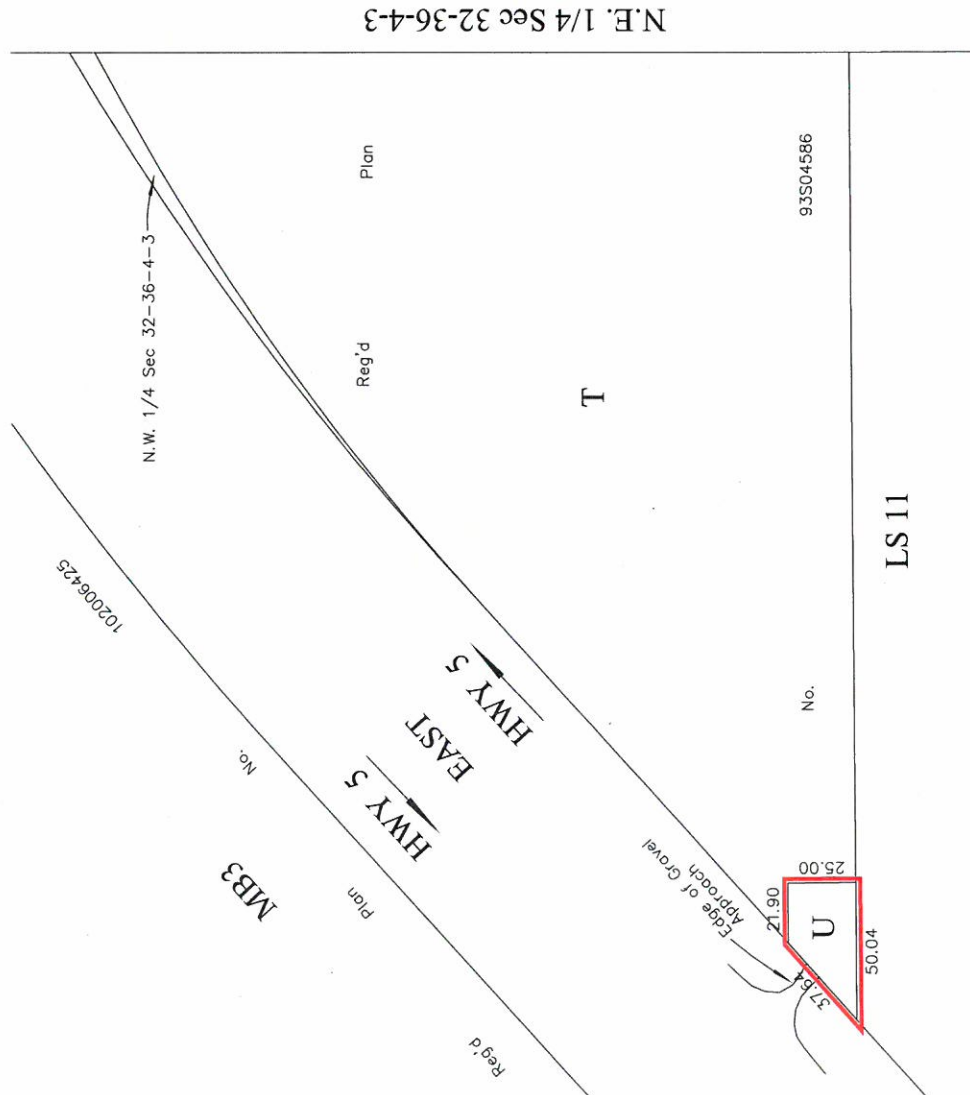
Distances shown are approximate and may vary from the final plan of survey by ± 1.0 m

T.R. Webb December 6th, 2016
Saskatchewan Land Surveyor Seal



Approved under the provisions of
Bylaw No. 6537 of the
City of Saskatoon

Date _____
Director of Planning &
Development Division



Schedule "B"

Fees, Levies and Other Charges Applicable to the Development Area

The charges payable by the Developer to the City pursuant to Section 6 hereof shall be calculated in accordance with the rates as set forth hereunder:

- (a) Trunk Sewer Levy\$143,882.90 per hectare
- (b) Primary Water Main Levy.....\$26,634.10 per hectare
- (c) Arterial Road Levy\$69,325.50 per hectare
- (d) Interchange Levy\$14,972.50 per hectare
- (e) Parks and Recreation Levy.....\$4,562.94 per hectare
- (f) Servicing Agreement Fee \$2,510.00 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: $\$2,295.38 \times 113 \text{ fm} / \text{ha} = \$259,377.94$ per hectare.