



Bylaw No. 2019-4

Disclaimer:

This information has been provided solely for research convenience. Official bylaws are available from the Office of the City Clerk and must be consulted for purposes of interpretation and application of the law.

BYLAW NO. 2019-4

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2019

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

- 1 The purpose of this Bylaw is to provide a Housing Incentive Tax Exemption to the owners of properties that qualify under the City of Regina's Housing Incentives Policy.

Authority

- 2 The authority for this Bylaw is subsection 262(4) of *The Cities Act*.

Exemption

- 3 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 112 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 12
Condominium Plan 102164778, Extension 0

- (b) the property located at 113 1920 7th Avenue E. and legally described as:

Condominium Parcel 202981136
Unit 13
Condominium Plan 102162338, Extension 0

- (c) the property located at 115 1920 7th Avenue E. and legally described as:

Condominium Parcel 202981136
Unit 15
Condominium Plan 102162338, Extension 0

- (d) the property located at 116 1920 7th Avenue E. and legally described as:

Condominium Parcel 202981136
Unit 16
Condominium Plan 102162338, Extension 0

- (e) the property located at 117 1920 7th Avenue E. and legally described as:

Approved as to form this _____ day of _____, 20____.

City Solicitor

- Condominium Parcel 202981136
Unit 17
Condominium Plan 102162338, Extension 0
- (f) the property located at 121 1920 7th Avenue E. and legally described as:
- Condominium Parcel 202981136
Unit 21
Condominium Plan 102162338, Extension 0
- (g) the property located at 137 1920 7th Avenue E. and legally described as:
- Condominium Parcel 202981136
Unit 37
Condominium Plan 102162338, Extension 0
- (h) the property located at 138 1920 7th Avenue E. and legally described as:
- Condominium Parcel 202981136
Unit 38
Condominium Plan 102162338, Extension 0
- (i) the property located at 15 1033 Edgar Street and legally described as:
- Condominium Parcel 203262331
Unit 25
Condominium Plan 102228207, Extension 0
- (j) the property located at 16 1033 Edgar Street and legally described as:
- Condominium Parcel 203262331
Unit 26
Condominium Plan 102228207, Extension 0
- (k) the property located at 17 1033 Edgar Street and legally described as:
- Condominium Parcel 203262331
Unit 27
Condominium Plan 102228207, Extension 0
- (l) the property located at 18 1033 Edgar Street and legally described as:
- Condominium Parcel 203262331
Unit 28
Condominium Plan 102228207, Extension 0

- (m) the property located at 19 1033 Edgar Street and legally described as:
Condominium Parcel 203262331
Unit 29
Condominium Plan 102228207, Extension 0
- (n) the property located at 21 1033 Edgar Street and legally described as:
Condominium Parcel 203262331
Unit 31
Condominium Plan 102228207, Extension 0
- (o) the property located at 22 1033 Edgar Street and legally described as:
Condominium Parcel 203262331
Unit 32
Condominium Plan 102228207, Extension 0
- (p) the property located at 23 1033 Edgar Street and legally described as:
Condominium Parcel 203262331
Unit 33
Condominium Plan 102228207, Extension 0
- (q) the property located at 24 1033 Edgar Street and legally described as:
Condominium Parcel 203262331
Unit 34
Condominium Plan 102228207, Extension 0
- (r) the property located at 201 B 3351 Green Poppy Street and legally described as:
Condominium Parcel 203299049
Unit 49
Condominium Plan 102239254, Extension 0
- (s) the property located at 202 A 3351 Green Poppy Street and legally described as:
Condominium Parcel 203299049
Unit 50
Condominium Plan 102239254, Extension 0
- (t) the property located at 202 B 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 51
Condominium Plan 102239254, Extension 0

- (u) the property located at 203 A 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 53
Condominium Plan 102239254, Extension 0

- (v) the property located at 203 B 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 52
Condominium Plan 102239254, Extension 0

- (w) the property located at 204 B 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 45
Condominium Plan 102239254, Extension 0

- (x) the property located at 205 3351 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 46
Condominium Plan 102239254, Extension 0

- (y) the property located at 301 A 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 31
Condominium Plan 102239254, Extension 0

- (z) the property located at 301 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 39
Condominium Plan 102239254, Extension 0

- (aa) the property located at 303 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 41
Condominium Plan 102239254, Extension 0

- (bb) the property located at 304 A 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 34
Condominium Plan 102239254, Extension 0

- (cc) the property located at 304 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 42
Condominium Plan 102239254, Extension 0

- (dd) the property located at 305 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 35
Condominium Plan 102239254, Extension 0

- (ee) the property located at 306 A 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 28
Condominium Plan 102239254, Extension 0

- (ff) the property located at 306 B 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 36
Condominium Plan 102239254, Extension 0

- (gg) the property located at 307 A 3355 Green Poppy Street and legally described as:

Condominium Parcel 203299049

- Unit 29
Condominium Plan 102239254, Extension 0
- (hh) the property located at 307 B 3355 Green Poppy Street and legally described as:
- Condominium Parcel 203299049
Unit 37
Condominium Plan 102239254, Extension 0
- (ii) the property located at 308 A 3355 Green Poppy Street and legally described as:
- Condominium Parcel 203299049
Unit 30
Condominium Plan 102239254, Extension 0
- (jj) the property located at 308 B 3355 Green Poppy Street and legally described as:
- Condominium Parcel 203299049
Unit 38
Condominium Plan 102239254, Extension 0
- (kk) the property located at 502 A 3359 Green Poppy Street and legally described as:
- Condominium Parcel 203299049
Unit 61
Condominium Plan 102239254, Extension 0
- (ll) the property located at 502 B 3359 Green Poppy Street and legally described as:
- Condominium Parcel 203299049
Unit 71
Condominium Plan 102239254, Extension 0
- (mm) the property located at 504 A 3359 Green Poppy Street and legally described as:
- Condominium Parcel 203299049
Unit 63
Condominium Plan 102239254, Extension 0

- (nn) the property located at 102 A 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 22
Condominium Plan 102239254, Extension 0

- (oo) the property located at 102 B 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 23
Condominium Plan 102239254, Extension 0

- (pp) the property located at 103 A 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 25
Condominium Plan 102239254, Extension 0

- (qq) the property located at 103 B 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 24
Condominium Plan 102239254, Extension 0

- (rr) the property located at 104 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 17
Condominium Plan 102239254, Extension 0

- (ss) the property located at 105 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049
Unit 18
Condominium Plan 102239254, Extension 0

- (tt) the property located at 106 3367 Green Poppy Street and legally described as:

Condominium Parcel 203299049

Unit 19
Condominium Plan 102239254, Extension 0

- (uu) the property located at 3929 James Hill Road and legally described as:

Condominium Parcel 203353736
Unit 4
Condominium Plan 102252642, Extension 0

- (vv) the property located at 2111 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 124
Condominium Plan 102176984, Extension 0

- (ww) the property located at 2120 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 128
Condominium Plan 102176984, Extension 0

- (xx) the property located at 2205 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 139
Condominium Plan 102176984, Extension 0

- (yy) the property located at 2215 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 144
Condominium Plan 102176984, Extension 0

- (zz) the property located at 2220 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 146
Condominium Plan 102176984, Extension 0

- (aaa) the property located at 2402 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 193
Condominium Plan 102176984, Extension 0

- (bbb) the property located at 2403 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 176
Condominium Plan 102176984, Extension 0

- (ccc) the property located at 2406 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 191
Condominium Plan 102176984, Extension 0

- (ddd) the property located at 2411 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 180
Condominium Plan 102176984, Extension 0

- (eee) the property located at 2416 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 186
Condominium Plan 102176984, Extension 0

- (fff) the property located at 2417 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 183
Condominium Plan 102176984, Extension 0

- (ggg) the property located at 103 2715 Narcisse Drive and legally described as:

Condominium Parcel 203416028
Unit 3
Condominium Plan 102269134, Extension 0

- (hhh) the property located at 104 2715 Narcisse Drive and legally described as:

Condominium Parcel 20341608
Unit 4
Condominium Plan 102269134, Extension 0

- (iii) the property located at 127 2715 Narcisse Drive and legally described as:

Condominium Parcel 203416028
Unit 27
Condominium Plan 102269134, Extension 0

- (jjj) the property located at 128 2715 Narcisse Drive and legally described as:

Condominium Parcel 203416028
Unit 28
Condominium Plan 102269134, Extension 0

- (kkk) the property located at 5544 Prefontaine Avenue and legally described as:

Surface Parcel 202998246
Lot 65
Block 71
Plan 102165375, Extension 0

- (lll) the property located at 5556 Prefontaine Avenue and legally described as:

Surface Parcel 202997908
Lot 62
Block 71
Plan 102165375, Extension 0

- (mmm) the property located at 5604 Prefontaine Avenue and legally described as:

Surface Parcel 202999427
Lot 57
Block 71
Plan 102165375, Extension 0

- (nnn) the property located at 5608 Prefontaine Avenue and legally described as:

Surface Parcel 202997885
Lot 56
Block 71
Plan 102165375, Extension 0

- (ooo) the property located at 5612 Prefontaine Avenue and legally described as:

Surface Parcel 202998224
Lot 55
Block 71
Plan 102165375, Extension 0

(ppp) the property located at 5624 Prefontaine Avenue and legally described as:

Surface Parcel 202998820
Lot 52
Block 71
Plan 102165375, Extension 0

(qqq) the property located at 5636 Prefontaine Avenue and legally described as:

Surface Parcel 202999382
Lot 49
Block 71
Plan 102165375, Extension 0

(rrr) the property located at 5640 Prefontaine Avenue and legally described as:

Surface Parcel 202997863
Lot 48
Block 71
Plan 102165375, Extension 0

(sss) the property located at 5644 Prefontaine Avenue and legally described as:

Surface Parcel 202998213
Lot 47
Block 71
Plan 102165375, Extension 0

(ttt) the property located at 5652 Prefontaine Avenue and legally described as:

Surface Parcel 202999089
Lot 45
Block 71
Plan 102165375, Extension 0

(uuu) the property located at 5660 Prefontaine Avenue and legally described as:

Surface Parcel 202999078
Lot 43
Block 71
Plan 102165375, Extension 0

- 4 The following properties are exempt from taxation equal to 25 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:
- (a) the property located at 4402 Albulet Drive and legally described as:

Surface Parcel 202733737
Lot 36
Block 44
Plan 102111152, Extension 0
 - (b) the property located at 5715 Glide Crescent and legally described as:

Surface Parcel 202815435
Lot 24
Block 58
Plan 102130119, Extension 0
 - (c) the property located at 5424 McKenna Crescent and legally described as:

Surface Parcel 202750736
Lot 32
Block 22
Plan 102113390, Extension 0
 - (d) the property located at 5444 McKenna Crescent and legally described as:

Surface Parcel 202751142
Lot 37
Block 22
Plan 102113390, Extension 0
 - (e) the property located at 2907 Montreal Crescent and legally described as:

Surface Parcel 107185204
Lot 11
Block 5
Plan FF3885, Extension 0
 - (f) the property located at 5213 Tutor Way and legally described as:

Surface Parcel 166154621
Lot 3
Block 24
Plan 102088403, Extension 0

5 The following property is exempt from taxation equal to 100% of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

(a) the property located at 2772 MacKay Street and legally described as:

Surface Parcel 107180535
Lot 23
Block 58
Plan U2439, Extension 0

6 The following property is exempt from taxation equal to 25 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

(a) the property located at 2650 Lacon Street and legally described as:

Surface Parcel 107214229
Lot 32
Block 51
Plan AT1088, Extension 0

(b) the property located at 2652 Lacon Street and legally described as:

Surface Parcel 107214218
Lot 31
Block 51
Plan AT1088, Extension 0

(c) the property located at 2777 McDonald Street and legally described as:

Surface Parcel 203039771
Lot 45
Block 57
Plan 102173239, Extension 0

(d) the property located at 408 Rae Street and legally described as:

Surface Parcel 109602367
Lot 38
Block 30
Plan AP5716, Extension 0

Surface Parcel 112001263

Lot 39
Block 30
Plan AP5716, Extension 38

- 7 The following property is exempt from taxation equal to 25 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 265 Toronto Street and legally described as:

Surface Parcel 107188971
Lot 17
Block 27
Plan AY5450, Extension 0

Surface Parcel 112328670
Lot 22
Block 27
Plan 101230591, Extension 29

- 8 The following properties are exempt from taxation equal to 75 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2022, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 5226 Campling Avenue and legally described as:

Surface Parcel 202732387
Lot 25
Block 45
Plan 102111152, Extension 0

- (b) the property located at 5018 Cessna Way and legally described as:

Surface Parcel 202773775
Lot 8
Block 52
Plan 102119015, Extension 0

- 9 The following property is exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 1821 Atkinson Street and legally described as:

Surface Parcel 107044354
Lot 5
Block 6
Plan G384, Extension 0

- (b) the property located at 2505 Atkinson Street and legally described as:

Surface Parcel 107208907
Lot 2
Block 19
Plan U2439, Extension 0

- (c) the property located at 124 College Avenue E. and legally described as:

Surface Parcel 107194990
Lot 18
Block 74
Plan DV270, Extension 0

- (d) the property located at 126 College Avenue E. and legally described as:

Surface Parcel 107194989
Lot 17
Block 74
Plan DV270, Extension 0

- (e) the property located at 708 College Avenue and legally described as:

Surface Parcel 107161871
Lot 23
Block 81
Plan DV270, Extension 0

- (f) the property located at 2127 Edgar Street and legally described as:

Surface Parcel 107203845
Lot 7
Block 50
Plan DV270, Extension 0

- (g) the property located at 2220 Edward Street and legally described as:

Surface Parcel 161401216
Block F
Plan 101875237, Extension 0

- (h) the property located at 5707 Glide Crescent and legally described as:
 - Surface Parcel 202815963
 - Lot 22
 - Block 58
 - Plan 102130119, Extension 0

- (i) the property located at 5711 Glide Crescent and legally described as:
 - Surface Parcel 202816111
 - Lot 23
 - Block 58
 - Plan 102130119, Extension 0

- (j) the property located at 3301 Green Poppy Street and legally described as:
 - Surface Parcel 203208667
 - Block C
 - Plan 102196302, Extension 1

- (k) the property located at 1914 Halifax Street and legally described as:
 - Surface Parcel 203278653
 - Lot 43
 - Block 349
 - Plan 102233023, Extension 0

- (l) the property located at 1711 Horizons Way and legally described as:
 - Condominium Parcel 203278990
 - Unit 1
 - Condominium Plan 102233203, Extension 0

- (m) the property located at 1721 Horizons Way and legally described as:
 - Condominium Parcel 203278990
 - Unit 2
 - Condominium Plan 102233203, Extension 0

- (n) the property located at 1731 Horizons Way and legally described as:
 - Condominium Parcel 203278990
 - Unit 3
 - Plan 102233203, Extension 0

- (o) the property located at 2248 Lorne Street and legally described as:

Surface Parcel 107010199
Lot 32
Block 431
Plan 98RA28309, Extension 0

- (p) the property located at 2768 MacKay Street and legally described as:

Surface Parcel 107180546
Lot 24
Block 58
Plan U2439, Extension 0

- (q) the property located at 2278 McAra Street and legally described as:

Surface Parcel 107194147
Lot 21
Block 60
Plan DV270, Extension 0

- (r) the property located at 2844 McAra Street and legally described as:

Surface Parcel 107302171
Lot 22
Block 72
Plan U2439, Extension 0

- (s) the property located at 1951 Montreal Street and legally described as:

Surface Parcel 107031013
Lot 15
Block 354
Plan Old 33, Extension 0

- (t) the property located at 500 Osler Street and legally described as:

Surface Parcel 107097420
Lot 30
Block 1
Plan F4996, Extension 0

- (u) the property located at 504 Osler Street and legally described as:

Surface Parcel 107097431
Lot 29
Block 1
Plan F4996, Extension 0

- (v) the property located at 501 Ottawa Street and legally described as:

Surface Parcel 107131586
Lot 1
Block 5
Plan F4996, Extension 0

- (w) the property located at 503 Ottawa Street and legally described as:

Surface Parcel 107131575
Lot 2
Block 5
Plan F4996, Extension 0

- (x) the property located at 960 Wallace Street and legally described as:

Surface Parcel 112363949
Lot 25
Block 8
Plan T4085, Extension 28

Surface Parcel 107134275
Lot 26
Block 8
Plan T4085, Extension 0

- 10 The following property is exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 1060 Dorothy Street and legally described as:

Surface Parcel 161553034
Block Q
Plan 101882370, Extension 0

- 11 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2019 and concluding December 31, 2023, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 1317 15th Avenue and legally described as:

Surface Parcel 107197296
Lot 27

Block 468
Plan AZ349, Extension 0

- (b) the property located at 2231 Lindsay Street and legally described as:

Surface Parcel 107217435
Lot 8
Block 59
Plan DV270, Extension 0

- (c) the property located at 1360 McTavish Street and legally described as:

Surface Parcel 109612661
Lot 25
Block 164
Plan DV4404, Extension 0

- (d) the property located at 1920 Retallack Street and legally described as:

Surface Parcel 110989198
Lot 36
Block 338
Plan Old 33, Extension 0

- (e) the property located at 2701 Wallace Street and legally described as:

Surface Parcel 107181446
Lot 1
Block 50
Plan U2439, Extension 0

- (f) the property located at 2242 Winnipeg Street and legally described as:

Surface Parcel 203404799
Lot 47
Block 419
Plan 102264881, Extension 0

- (g) the property located at 2246 Winnipeg Street and legally described as:

Surface Parcel 203404788
Lot 46
Block 419
Plan 102264881, Extension 0

- 12 The exemptions in section 3 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "A".
- 13 The exemptions in section 4 and 5 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "B".
- 14 The exemptions in section 6 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "C".
- 15 The exemptions in sections 7, 8 and 9 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "D".
- 16 The exemptions in section 10 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "E".
- 17 The exemptions in section 11 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "F".
- 18 The exemptions in sections 4, 5, 6, 7, 8, 9, 10 and 11 shall apply to a subsequent owner of an exempt property if the new owner is eligible under the Housing Incentive Policy and complies with the terms of the applicable Tax Exemption Agreement.
- 19 The City Clerk is authorized to sign and seal the Agreements referred to in sections 3, 4, 5, 6, 7, 8, 9, 10 and 11 on behalf of the City of Regina.

Coming Into Force

- 20 This Bylaw comes into force on the day of passage of the Bylaw, or on the date the Agreement is executed, whichever is later.

READ A FIRST TIME THIS 25th DAY OF February 2019.

READ A SECOND TIME THIS 25th DAY OF February 2019.

READ A THIRD TIME AND PASSED THIS 25th DAY OF February 2019.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule "A"

TAX EXEMPTION AGREEMENT

HOUSING INCENTIVE PROGRAM - INCOME ELIGIBLE HOUSEHOLDS

2016 Housing Incentives Policy

Street Address, Regina, Saskatchewan

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**THE CITY OF REGINA
(the "City")**

- and -

**"Full Name of Owner"
(the "Owner")**

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director of Community Planning and Development or his/her designate.

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

Tax Exemption

- 2(1) Upon the Owner having met all of the qualifications as an eligible purchaser of a property which has received a grant under the City's Affordable Housing Capital Contribution program including that the Owner meets the income eligibility requirements set out in Appendix A of that Agreement and pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ % of the property taxes levied with respect to the Property, commencing "*Date and Year*", and concluding "*Date and Year*", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2018.
- (1.2) Notwithstanding subsection (1), if for any reason the City is restricted to only exempting the municipal portion of the property taxes under this Agreement, the City shall only exempt the municipal portion of the property taxes for the Property in accordance with the percentage indicated in subsection (1).
- (1.3) If the City is restricted to only exempting the municipal portion, the Owner will be required to pay the rest of the property taxes and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- (2) If the Owner fails to obtain an occupancy permit by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new Owner-occupied residential development constructed on the property.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
 - (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;

- (c) the Owner no longer owns the Property;
 - (d) it becomes apparent that the Owner made a material misrepresentation as to his or her income eligibility as set out in the Affordable Housing Capital Contribution Agreement between the City and the vendor of the Property;
 - (d.1) the Owner owns another property at the time of purchasing the Property or buys another property during the tax exemption period;
 - (e) the Property is no longer occupied exclusively by the Owner and his immediate family as a residential dwelling unit, unless such change has been expressly approved in writing by the Executive Director;
 - (e.1) the Property is rented at any point during the tax exemption period;
 - (f) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or
 - (g) the Owner does not keep the taxes current on portions of the property which are not exempt; or
 - (h) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of the termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

“Name of Owner”
“Address of Owner”

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner will notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This agreement is not transferrable to a subsequent Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.

- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

CITY OF REGINA

{seal}

 City Clerk

 Witness

"Full name of Owner"

 Witness

"Full name of Owner"

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20__ , and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__ .)
)
)
_____)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

Schedule "B"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM –
2016 Housing Incentive Policy
Secondary Suites and Laneway Dwelling Unit
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20_____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 "City Assessor" means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director of City Planning and Development or his/her designate.

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means the suite to be constructed on behalf of the Owner in the Property.

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "*Date and Year*", and concluding "*Date and Year*", on the condition that the Owner obtain a Final Occupancy Permit or Letter of Completion (in the case of a suite added to an existing dwelling) issued by the Building Branch for the Property by October 31, 2018.
- (1.2) Notwithstanding subsection (1), if for any reason the City is restricted to only exempting the municipal portion of the property taxes under this Agreement, the City shall only exempt the municipal portion of the property taxes for the Property in accordance with the percentage indicated in subsection (1).
- (1.3) If the City is restricted to only exempting the municipal portion, the Owner will be required to pay the rest of the property taxes and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- (2) If the Owner fails to obtain the Final Occupancy Permit or Letter of Completion by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining a Final Occupancy Permit or Letter of Completion as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to a Secondary Suite as defined in *Zoning Bylaw No. 9250* or a Laneway Dwelling Unit approved by Council.
- (2.1) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (3) The exemption provided for under this agreement is being provided on the basis that the unit will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;

- 7 The Owner shall obtain a Final Occupancy Permit or Letter of Completion by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the unit in the Property is no longer rented;
 - (d) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
 - (f) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director of City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This Agreement is not assignable without prior written consent of the City.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.

- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

CITY OF REGINA

{seal}

City Clerk

Witness

“Full name of Owner”

OR

“Full Name of Owner”

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMMM-YYYY

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMMM-YYYY

* If the corporate seal of the corporation is not affixed, then each Authorized signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20__ , and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__ .)
)
)
_____)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

OR

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

- 1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.
- 2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____, _____
on _____, 20____
Month Date

A Commissioner for Oaths in and for the Province of
Saskatchewan.
Being a lawyer —or—
My commission expires:

Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "C"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM –
2018 Housing Incentive Policy
Secondary Suites and Laneway Dwelling Unit
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"education portion of the property taxes" means the property taxes levied by the City pursuant to *The Education Property Tax Act* on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 of the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

"Executive Director" means the City's Executive Director of City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means the suite to be constructed on behalf of the Owner in the Property.

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "*Date and Year*", and concluding "*Date and Year*", on the condition that the Owner obtain a Final Occupancy Permit or Letter of Completion (in the case of a suite added to an existing dwelling) issued by the Building Branch for the Property by October 31, 2018.
- (1.1) Notwithstanding subsection (1), where on an annual basis the exemption of the education portion of the property taxes for the parcel of land where the Property is located would be equal to \$25,000 or more, the exemption of the education portion of the property taxes is subject to the annual approval of the Government of Saskatchewan.
- (1.2) Where the Government of Saskatchewan does not approve of the exemption of the education portion of the property taxes or reduces the amount of the proposed exemption, the City shall reduce the exemption of the education portion of the property taxes in accordance with the Government of Saskatchewan's decision.
- (1.3) Where the exemption of the education portion of the property taxes is not approved or is reduced, the Owners will be required to pay the balance of the education portion of the property taxes and the City shall not be liable to the Owners for any amount of the tax exemption which would have otherwise been granted to the Owners.
- (2) If the Owner fails to obtain the Final Occupancy Permit or Letter of Completion by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining a Final Occupancy Permit or Letter of Completion as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.

- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to a Secondary Suite as defined in *Zoning Bylaw No. 9250* or a Laneway Dwelling Unit approved by Council.
 - (2.1) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (3) The exemption provided for under this agreement is being provided on the basis that the unit will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property;
and

- (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain a Final Occupancy Permit or Letter of Completion by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the unit in the Property is no longer rented;
 - (d) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
 - (f) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director of City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This Agreement is not assignable without prior written consent of the City.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.

- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party’s signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

CITY OF REGINA

{seal}

City Clerk

Witness

“Full name of Owner”

OR

“Full Name of Owner”

Per: _____ {seal}
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

Per: _____ {seal}
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

* If the corporate seal of the corporation is not affixed, then each Authorized signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to

this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20__ , and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__ .)
)
)
_____)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

OR

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

- 1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.
- 2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____, _____
on _____, 20____
Month Date

A Commissioner for Oaths in and for the Province of
Saskatchewan.
Being a lawyer —or—
My commission expires:

Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "D"

TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more RENTAL UNITS
2016 Housing Incentives Policy
Street Address, Regina, Saskatchewan

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

CITY OF REGINA
(the "City")

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 "City Assessor" means the City of Regina City Assessor or his or her designate;

"Executive Director" means City's Executive Director, City Planning and Development or his/her designate.

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2018.
- (1.2) Notwithstanding subsection (1), if for any reason the City is restricted to only exempting the municipal portion of the property taxes under this Agreement, the City shall only exempt the municipal portion of the property taxes for the Property in accordance with the percentage indicated in subsection (1).
- (1.3) If the City is restricted to only exempting the municipal portion, the Owner will be required to pay the rest of the property taxes and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- (2) If the Owner fails to obtain an occupancy permit by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.

- (2) The exemption shall apply only to new residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
 - (2.1) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be available to be rented to any tenant and will not be limited to specific types of tenants or tenants with specific characteristics.
 - (2.2) The exemption provided for under this agreement is being provided on the basis that the Property is not a group care facility or personal care home.
 - (2.3) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (3) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property;
and

- (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;

7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

9(1) The tax exemption will cease if:

- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
- (b) the Owner makes a general assignment for the benefit of creditors;
- (c) the Property is no longer rented;
- (c.1) rental of the units in the Property is restricted to specific types of tenants or tenants with specific characteristics;
- (d) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
- (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
- (f) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.

(2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of the termination, including any penalties incurred and the property will become fully taxable for any subsequent years.

(3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) The Parties agree that the rights and obligations granted and agreed to herein shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Owner's Lands and every part thereof and shall also bind the Owner and its heirs, executors, successors, assigns, lessees, sublessees and licensees, all successors in title to all or any portion of the Owner's Lands or interest therein, whether as trustee or otherwise, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Owner's Lands. The City may, at the City's own expense, register in the Saskatchewan Land Registry an interest in land based on this Agreement as against the title(s) to the Owner's Lands.
- (3) This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, successors and permitted assigns. The rights and obligations of each party shall not be assignable unless such assignment has been consented to by

each of the other parties, whose consent may in the unfettered discretion of such parties be withheld. Any transferee of any shares in the capital of a party that is a corporation shall be deemed to be a party to this Agreement and shall be governed hereby in the same manner and to the same extent as the parties which are signatory hereto. The Owner agrees that it shall cause any transferee, nominee or agent having been transferred an ownership interest in and to the lands (a “**Permitted Transferee**”) to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party’s signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

In witness whereof the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per: _____ {seal}
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

Per: _____ {seal}
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

* If the corporate seal of the corporation is not affixed, then each Authorized signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__.)
)
)
)
_____)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

OR

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.

2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____, _____
on _____, 20____
Month Date

A Commissioner for Oaths in and for the Province of
Saskatchewan.
Being a lawyer —or—
My commission expires:

Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "E"

TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more RENTAL UNITS
2016 Housing Incentives Policy
Street Address, Regina, Saskatchewan
of Units Completed in 2018

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

CITY OF REGINA
(the "City")

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 "City Assessor" means the City of Regina City Assessor or his or her designate;

"Executive Director" means City's Executive Director, City Planning and Development or his/her designate.

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "*Date and Year*", and concluding "*Date and Year*", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2017.
- (1.2) Notwithstanding subsection (1), if for any reason the City is restricted to only exempting the municipal portion of the property taxes under this Agreement, the City shall only exempt the municipal portion of the property taxes for the Property in accordance with the percentage indicated in subsection (1).
- (1.3) If the City is restricted to only exempting the municipal portion, the Owner will be required to pay the rest of the property taxes and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- (2) If the Owner fails to obtain an occupancy permit by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.

- (2) The exemption shall apply only to new residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
 - (2.1) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be available to be rented to any tenant and will not be limited to specific types of tenants or tenants with specific characteristics.
 - (2.2) The exemption provided for under this agreement is being provided on the basis that the Property is not a group care facility or personal care home.
 - (2.3) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (3) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property;
and

- (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;

7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

9(1) The tax exemption will cease if:

- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
- (b) the Owner makes a general assignment for the benefit of creditors;
- (c) the Property is no longer rented;
- (c.1) rental of the units in the Property is restricted to specific types of tenants or tenants with specific characteristics;
- (d) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
- (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
- (f) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.

(2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of the termination, including any penalties incurred and the property will become fully taxable for any subsequent years.

(3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

“Name of Owner”
“Address of Owner”

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) The Parties agree that the rights and obligations granted and agreed to herein shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Owner’s Lands and every part thereof and shall also bind the Owner and its heirs, executors, successors, assigns, lessees, sublessees and licensees, all successors in title to all or any portion of the Owner’s Lands or interest therein, whether as trustee or otherwise, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Owner’s Lands. The City may, at the City’s own expense, register in the Saskatchewan Land Registry an interest in land based on this Agreement as against the title(s) to the Owner’s Lands.
- (3) This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, successors and permitted assigns. The rights and obligations of each party shall not be assignable unless such assignment has been consented to by

each of the other parties, whose consent may in the unfettered discretion of such parties be withheld. Any transferee of any shares in the capital of a party that is a corporation shall be deemed to be a party to this Agreement and shall be governed hereby in the same manner and to the same extent as the parties which are signatory hereto. The Owner agrees that it shall cause any transferee, nominee or agent having been transferred an ownership interest in and to the lands (a “**Permitted Transferee**”) to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party’s signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

In witness whereof the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per: _____ {seal}
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

Per: _____ {seal}
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

* If the corporate seal of the corporation is not affixed, then each Authorized signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____,
on _____, 20____
Month Date

A Commissioner for Oaths in and for the Province of
Saskatchewan.
Being a lawyer —or—
My commission expires:

Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "F"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more RENTAL UNITS
2018 Housing Incentives Policy
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"education portion of property taxes" means the property taxes levied by the City pursuant to *The Education Property Tax Act* on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan.

"Executive Director" means City's Executive Director, City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "*Date and Year*", and concluding "*Date and Year*", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2018.
- (1.2) Notwithstanding subsection (1), where on an annual basis the exemption of the education portion of the property taxes for the parcel of land where the Property is located would be equal to \$25,000 or more, the exemption of the education portion of the property taxes is subject to the annual approval of the Government of Saskatchewan.
- (1.3) Where the Government of Saskatchewan does not approve of the exemption of the education portion of the property taxes or reduces the amount of the proposed exemption, the City shall reduce the exemption of the education portion of the property taxes in accordance with the Government of Saskatchewan's decision.
- (1.4) Where the exemption of the education portion of the property taxes is not approved or is reduced, the Owners will be required to pay the balance of the education portion of the property taxes and the City shall not be liable to the Owners for any amount of the tax exemption which would have otherwise been granted to the Owners.
- (2) If the Owner fails to obtain an occupancy permit by October 31, 2018, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2019 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the

Owner, and the taxes on the Property for the year 2019 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
 - (2.1) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be available to be rented to any tenant and will not be limited to specific types of tenants or tenants with specific characteristics.
 - (2.2) The exemption provided for under this agreement is being provided on the basis that the Property is not a group care facility or personal care home.
 - (2.3) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (3) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:

- (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
- (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
- (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;

7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

9(1) The tax exemption will cease if:

- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
- (b) the Owner makes a general assignment for the benefit of creditors;
- (c) the Property is no longer rented;
- (c.1) rental of the units in the Property is restricted to specific types of tenants or tenants with specific characteristics;
- (d) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
- (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
- (f) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.

- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of the termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) The Parties agree that the rights and obligations granted and agreed to herein shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Owner's Lands and every part thereof and shall also bind the Owner and its heirs, executors, successors, assigns, lessees, sublessees and licensees, all successors in title to all or any portion of the Owner's Lands or interest therein, whether as trustee

or otherwise, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Owner's Lands. The City may, at the City's own expense, register in the Saskatchewan Land Registry an interest in land based on this Agreement as against the title(s) to the Owner's Lands.

- (3) This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, successors and permitted assigns. The rights and obligations of each party shall not be assignable unless such assignment has been consented to by each of the other parties, whose consent may in the unfettered discretion of such parties be withheld. Any transferee of any shares in the capital of a party that is a corporation shall be deemed to be a party to this Agreement and shall be governed hereby in the same manner and to the same extent as the parties which are signatory hereto. The Owner agrees that it shall cause any transferee, nominee or agent having been transferred an ownership interest in and to the lands (a "**Permitted Transferee**") to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

In witness whereof the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{seal}

City Clerk

Witness

“Full name of Owner”

OR

“Full Name of Owner”

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMMM-YYYY

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMMM-YYYY

* If the corporate seal of the corporation is not affixed, then each Authorized signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__.)
)
)
)
_____)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

- 1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.
- 2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____, _____
on _____, 20____
Month Date

A Commissioner for Oaths in and for the Province of Saskatchewan.
Being a lawyer —or—
My commission expires:

Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths.

ABSTRACT

BYLAW NO. 2019-4

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2019

PURPOSE: To provide a Housing Incentive Tax Exemption to the owners of properties that qualify under the City of Regina's Housing Incentives Policy.

ABSTRACT: The Bylaw provides a tax exemption for the years 2019 to 2023 for the properties located at 112 4102 3rd Avenue N., 113 1920 7th Avenue E., 115 1920 7th Avenue E., 116 1920 7th Avenue E., 117 1920 7th Avenue E., 121 1920 7th Avenue E., 137 1920 7th Avenue E., 138 1920 7th Avenue E., 15 1033 Edgar Street, 16 1033 Edgar Street, 17 1033 Edgar Street, 18 1033 Edgar Street, 19 1033 Edgar Street, 21 1033 Edgar Street, 22 1033 Edgar Street, 23 1033 Edgar Street, 24 1033 Edgar Street, 201 B 3351 Green Poppy Street, 202 A 3351 Green Poppy Street, 202 B 3351 Green Poppy Street, 203 A 3351 Green Poppy Street, 203 B 3351 Green Poppy Street, 204 B 3351 Green Poppy Street, 205 3351 Green Poppy Street, 301 A 3355 Green Poppy Street, 301 B 3355 Green Poppy Street, 303 B 3355 Green Poppy Street, 304 A 3355 Green Poppy Street, 304 B 3355 Green Poppy Street, 305 B 3355 Green Poppy Street, 306 A 3355 Green Poppy Street, 306 B 3355 Green Poppy Street, 307 A 3355 Green Poppy Street, 307 B 3355 Green Poppy Street, 308 A 3355 Green Poppy Street, 308 B 3355 Green Poppy Street, 502 A 3359 Green Poppy Street, 502 B 3359 Green Poppy Street, 504 A 3359 Green Poppy Street, 102 A 3367 Green Poppy Street, 102 B 3367 Green Poppy Street, 103 A 3367 Green Poppy Street, 103 B 3367 Green Poppy Street, 104 3367 Green Poppy Street, 105 3367 Green Poppy Street, 106 3367 Green Poppy Street, 3929 James Hill Road, 2111 5500 Mitchinson Way, 2120 5500 Mitchinson Way, 2205 5500 Mitchinson Way, 2215 5500 Mitchinson Way, 2220 5500 Mitchinson Way, 2402 5500 Mitchinson Way, 2403 5500 Mitchinson Way, 2406 5500 Mitchinson Way, 2411 5500 Mitchinson Way, 2416 5500 Mitchinson Way, 2417 5500 Mitchinson Way, 103 2715 Narcisse Drive, 104 2715 Narcisse Drive, 127 2715 Narcisse Drive, 128 2715 Narcisse Drive, 5544 Prefontaine Avenue, 5556 Prefontaine Avenue, 5604 Prefontaine Avenue, 5608 Prefontaine Avenue, 5612 Prefontaine Avenue, 5624 Prefontaine Avenue, 5636 Prefontaine Avenue, 5640 Prefontaine Avenue, 5644 Prefontaine Avenue, 5652 Prefontaine Avenue, 5660

Prefontaine Avenue, 4402 Albulet Drive, 5715 Glide Crescent, 5424 McKenna Crescent, 5444 McKenna Crescent, 2907 Montreal Crescent, 5213 Tutor Way, 2772 MacKay Street, 2650 Lacon Street, 2652 Lacon Street, 2777 McDonald Street, 408 Rae Street, 265 Toronto Street, 5226 Campling Avenue, 5018 Cessna Way, 1821 Atkinson Street, 2505 Atkinson Street, 124 College Avenue E., 126 College Avenue E., 708 College Avenue, 2127 Edgar Street, 2220 Edward Street, 5707 Glide Crescent, 5711 Glide Crescent, 3301 Green Poppy Street, 1914 Halifax Street, 1711 Horizons Way, 1721 Horizons Way, 1731 Horizons Way, 2248 Lorne Street, 2768 MacKay Street, 2278 McAra Street, 2844 McAra Street, 1951 Montreal Street, 500 Osler Street, 504 Osler Street, 501 Ottawa Street, 503 Ottawa Street, 960 Wallace Street, 1060 Dorothy Street, 1317 15th Avenue, 2231 Lindsay Street, 1360 McTavish Street, 1920 Retallack Street, 2701 Wallace Street, 2242 Winnipeg Street and 2246 Winnipeg Street

STATUTORY
AUTHORITY: Section 262(4) of *The Cities Act*.

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Housing Incentives Tax Exemption Policy (CR09-122), (CR11-163), (CR13-110), (CR14-111), (CR15-125) and (CR17-59)

AMENDS/REPEALS: N/A

CLASSIFICATION: Administrative

INITIATING DIVISION: City Planning and Development

INITIATING DEPARTMENT: Assessment, Tax and Real Estate