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MEMORANDUM OF AGREEMENT made this 18th day of March,

A.D. 1988.

B E T W E E N:

THE CITY OF REGINA,  
hereinafter called the "City",

OF THE FIRST PART

- and -

GENERAL ELECTRIC RAILCAR REPAIR  
SERVICE CORPORATION

OF THE SECOND PART

WHEREAS the Party of the Second Part is the owner of that portion of the South East Quarter (SE 1/4) of Section Thirty-two (32), Township Seventeen (17), Range Twenty (20), West of the Second Meridian (W2M), in the Rural Municipality of Sherwood, in the Province of Saskatchewan, shown as Parcel "X" according to a plan of record registered in the Land Titles Office for the Regina Land Registration District as No. 74R40708.

AND WHEREAS the Party of the Second Part has applied to the City for a renewal or extension of the agreement dated April 15, 1976, wherein the City had approved the Party of the Second Parts' application for sewer and water connections for a five (5) year period expiring April 15, 1981. The water connection, consisting of 8" and 10" pipe was taken from the Buffalo Pound Supply Line and the 8" sewer connection was taken from the 42" Steel Sewage Force Main.

AND WHEREAS the City has approved the application for an extension of water and sewer connections beyond April 15, 1981, subject to the terms and conditions contained in this Agreement and subject to the right of the City to terminate this Agreement at its pleasure upon giving six (6) months written notice of termination to the Party of the Second Part.

NOW, THEREFORE, this Agreement witnesseth that in consideration of the sum of One Dollar (\$1.00) to be paid by the applicant to the City (the receipt of which is hereby acknowledged) it is agreed by and between the parties as follows:

1. The Party of the Second Part shall pay the City for consumption of water at the time and rates provided for in the relevant Bylaw of the City, plus the surcharge. Should a change in the rates and surcharge take place, then the most current rate shall apply.


2. The Party of the Second Part shall pay the City for the sewer service charge provided for in the relevant Bylaw of the City and if a change in the Bylaw takes place, the most current rates shall apply.
3. The Party of the Second Part shall be responsible for the construction, maintenance and repair of the connection to their facilities or premises at their expense, all in accordance with the relevant Bylaws of the City.
4. That the construction of the said water and sanitary sewer line connections shall be in accordance with the engineering standards of the City of Regina.
5. The City shall endeavour to supply water at all times, however, the City cannot guarantee the water as to supply, quantity, quality or pressure, and may terminate the supply if necessary, at the pleasure of the City.
6. Should it be necessary that repairs or maintenance on the Sewage Force Main be carried out, the Party of the Second Part shall agree to shut off the sewage flow at the City's request at any time.
7. The Party of the Second Part shall be responsible for obtaining all easements and approvals which may be necessary.
8. The Party of the Second Part shall agree to install, in a place satisfactory to the City Engineer, a water meter which shall be supplied at the City's cost and ownership of the meter shall be that of the City.
9. The Party of the Second Part shall hold harmless the City from and against any claims for damages which may arise from the construction, operation or maintenance of the water and sewer lines by the Party of the Second Part hereunder and they shall indemnify the City for any costs or payments which may arise by reason of any claim for damages or loss, etc., except when such damage or loss arises out of the negligence or other legal fault of the City.
10. The Party of the Second Part accede to and agree to all terms of the City Bylaws concerning connections and rates.
11. That the Party of the Second Part agrees to secure permission for water rights from the Water Rights Branches of the Department of the Environment, Government of Saskatchewan and will provide the City with a copy of such permission or consent.
12. This Agreement supercedes the Agreement of April 15, 1976, and November 9, 1981, and shall be binding on both Parties and shall

continue in force and  
effect until terminated by either party upon, six (6) months prior  
written notice being given to the other Party.

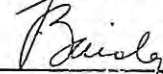

IN WITNESS WHEREOF the parties have hereunto affixed their  
Corporate Seals attested to by their proper officers in that behalf the  
day and year first above written.

THE CITY OF REGINA

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

GENERAL ELECTRIC RAILCAR  
REPAIR SERVICE CORPORATION

  
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