

December
November 18, 2015

**MEMORANDUM OF UNDERSTANDING
Regarding the relocation of Pacers Baseball Inc.
to accommodate construction of the Regina Bypass**

BETWEEN:

THE CITY OF REGINA
(hereinafter called the "City")

and

THE PROVINCE OF SASKATCHEWAN,
Represented By The Ministry of Highways and Infrastructure
(hereinafter called the "Ministry")

WHEREAS:

- A. The Ministry is constructing a provincial highway in or adjacent to the City known as The Regina Bypass (the "Regina Bypass").
- B. The City currently leases land to Pacers Baseball Inc. which operates a baseball park on lands comprising 39.87 acres located along Highway 33 and legally described as Parcel D, Plan 98RA12686 Ext 0 (the "Existing Park Lands").
- C. The Existing Park Lands include improvements in the nature of various baseball diamonds of differing size and quality, and including backstops, fencing, support buildings, and landscape amenities.
- C. Pursuant to *The Expropriation Procedure Act* and in accordance with the Notice of Compulsory Acquisition dated June 30, 2015, the Ministry did expropriate from the City a portion of the Existing Park Lands, comprising approximately 18.37 acres, to accommodate construction of the Regina Bypass which will render the remnant portions of the Existing Park Lands unsuitable for continued use as a ball park.
- D. The Ministry and the City have committed to working together to facilitate the construction of the Regina Bypass and the relocation of the existing baseball park, the Ministry has agreed, in addition to providing compensation to the City for the actual lands being expropriated, to also pay to the City reasonable damages related to the relocation and development of a new baseball park at an alternate site in accordance with the principles set out in this Memorandum of Understanding.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Existing Park Lands

1. The Ministry shall pay compensation to the City in the amount of \$175,000 per acre for the 18.37 acres of the Existing Park Lands that are required to accommodate construction of the Regina Bypass. The City acknowledges receipt from the Ministry of all money due to the City pursuant to this paragraph.

New Park Lands

2. The City shall purchase new land which will be suitable for development of a new baseball park (the "New Park Lands"). Subject to section 7, the City is responsible for the selection, acquisition and all acquisition costs of the New Park Lands.
3. The City shall apply for and obtain all necessary planning approvals as soon as reasonably possible to allow for development of a new baseball park on the New Park Lands and the City shall commence construction of the new baseball park as soon as reasonably possible thereafter.
3. The City shall be responsible for all design, construction procurement, project management and oversight in relation to development of the New Park Lands; it being agreed that the New Park Lands will be redeveloped such that the replacement ball park shall be of the same standard of quality as that which existed at the Existing Park Lands prior to relocation.

Inventory of Existing Park Lands

4. The City and the Ministry will develop a written inventory (the "Inventory") that will identify the estimated land acquisition costs and valuation of all assets located at the Existing Park Lands that are to be considered for compensation by the Ministry. The Inventory shall be subdivided into the following asset classes:
 - "Land Costs" – Expenses related to the purchase, survey, subdivision and requisite development approvals in relation to the real property;
 - "Redevelopment" - Assets that cannot be salvaged and relocated, i.e., diamonds, landscaping, etc.;
 - "Salvaged" - Assets that can be salvaged and relocated to the New Park Lands; i.e., movable sheds, backstops, fences, etc.; and
 - "Depreciated" - Assets that are depreciated and cannot be salvaged: i.e., non-movable buildings, mature trees and other landscaping, etc.
5. The Inventory shall contain a sufficiently detailed description of each asset to allow an assessment of the value of the individual asset to be made and to enable those

responsible for the design and construction of the replacement ball park to determine what will be constructed on the New Park Lands and to what standard or specification.

6. The parties agree to consult with the Pacers Baseball Inc. when creating the Inventory.

Compensation

7. The Ministry agrees to reimburse the City for all reasonable costs related to the redevelopment and relocation of the baseball facility to the New Park Lands based on the Inventory and using the following principles:
 - a. actual and reasonable costs shall be paid for all costs related to the acquisition, subdivision and development approvals for obtaining ownership of the New Park Lands, less the amount already paid by the Ministry pursuant to section 1;
 - b. actual and reasonable costs shall be paid for all engineering and construction procurement and management services required for design, construction and redevelopment of the New Park Lands;
 - b. actual and reasonable costs shall be paid for all site preparation, new construction and infrastructure services required for redevelopment of the New Park Lands;
 - c. actual and reasonable costs shall be paid for dismantling, moving and erecting, all assets on the Existing Park Lands which the Parties agree shall be salvaged and relocated to the New Park Lands;
 - d. net depreciated value shall be paid for all assets on the Existing Park Lands which cannot be salvaged and relocated to the New Park Lands.
 - e. subject to 8 -11, the cost of reconstructing ball diamonds and other facilities on the New Park Lands to the same design and quality as those that existed on the Existing Park Lands at the time of expropriation.
8. The City shall obtain a minimum of two detailed, competitive market bids (or otherwise engage the work through a public procurement process) for work to be completed at the New Park Lands with any betterment to be specifically identified.
9. The City shall provide the estimates for all work to be done at the New Park Lands, and any other information or documentation requested by the Ministry, to the Ministry for review prior to construction.
10. The Ministry will provide written approval prior to commencement of any works undertaken by the City for which the City is entitled to claim reimbursement pursuant to this Memorandum.

11. Work not approved in writing by the Ministry shall not be eligible for reimbursement.

Co-operation

12. The parties agree that time is of the essence and that they will each work diligently and cooperatively to facilitate an expeditious replacement of the baseball park that is being displaced to accommodate the Regina Bypass.

Indemnity

13. The City shall indemnify the Ministry and save it harmless from and against any claim brought against the Ministry by Pacers Baseball Inc or any leasee, tenant, licensee or permittee that arises out or results from the expropriation of the Existing Parks Lands and their loss of use of that facility.

Release and Satisfaction

14. The City accepts the terms of this Memorandum in full and final settlement of any and all claims that it has against the Ministry that arise out of or result from the expropriation of the Existing Parks Lands and the development and relocation of the baseball facility to the New Park Lands.

DATED this ____ day of _____, 2015.

Signed on behalf of Her Majesty In Right of the Province of Saskatchewan and Saskatchewan Ministry of Highways and Infrastructure:

PROVINCE OF SASKATCHEWAN, Ministry of
Highways and Infrastructure

Title: ADM Design and Innovation

Dated this 4 day of December, 2015.

CITY OF REGINA

Title: City Clerk

