

AGREEMENT SA/05-18

This Agreement made in duplicate, effective June 24, 2005.

BETWEEN:

THE CITY OF REGINA
(hereinafter "the City")

- and -

WASCANA VIEW DEVELOPERS (EAST) LTD.
(hereinafter "the Developer")

COPY

**SERVICING AGREEMENT
WASCANA VIEW – PHASE IX – STAGE 1C**

GENERAL

1. The Parties agree that as a condition of subdivision approval by the City of Regina, the Developer shall provide the Services and remit the payments set forth in this Agreement and shall also comply with the *Servicing Agreement Standard Conditions* dated February 11, 2005 (hereinafter called "the Standard Conditions").
2. Unless expressly stated to the contrary, the Parties shall be governed by the Standard Conditions, which shall form a part of this Agreement as if fully set forth herein. Definitions contained in the Standard Conditions shall apply to terms used herein.

DEVELOPMENT AREA

3. The Development Area is as shown on the Plan of Survey for **Wascana View Phase IX, Stage 1C** annexed hereto as Schedule "A".

SERVICES

4. The Developer shall provide Infrastructure services shown in the Infrastructure Plan

annexed hereto as Schedule "B".

5. The Developer shall provide Landscape Services shown in the Landscape Services Plan annexed hereto as Schedule "C".
 - The Boulevard area (between back of walk and property line) along the southern side of Wascana Circle abutting Lots 39 to 45 inclusive Block 42 and Lot 1, Block 45.

COMPLETION

6. The completion date for all Services is December 31, 2005.

PAYMENTS

7. The Developer shall within the times specified remit to the City the following payments:

A. Payments Required

- (i) To pay to the City the sum of \$12,987.84, for the purpose of defraying the cost of construction of oversized sanitary sewer, trunks calculated as follows:

1.660 hectares at the uniform rate of \$7,824.00 per hectare
= \$12,987.84

- (ii) To pay to the City the sum of \$9,229.60, for the purpose of defraying the cost of construction of oversized storm sewer trunks calculated as follows:

1.660 hectares at the uniform rate of \$5,560.00 per hectare
= \$9,229.60.

- (iii) To pay to the City the sum of \$14,010.40, for the purpose of defraying the cost of construction of oversized watermains calculated as follows:

1.660 hectares at the uniform rate of \$8,440.00 per hectare
= \$14,010.40.

Less City's share for construction of oversize watermains as calculated pursuant to the unit rate schedule = \$ Nil.

- (iv) To pay to the City the sum of \$61,614.22, for the purpose of defraying the cost of construction of arterial streets calculated as follows:

1.660 hectares at the uniform rate of \$37,117.00 per hectare
= \$61,614.22.

- (v) To pay to the City the sum of \$20,668.66, for the purpose of defraying the cost of construction of parks and recreational facilities calculated as follows:

1.660 hectares at the uniform rate of \$12,451.00 per hectare
= \$20,668.66.

- (vi) To pay to the City the sum of \$3,472.47, for the administrative services fee, being calculated on the basis of \$1,955.00 plus \$136.85 representing seven percent (7%) G.S.T. (Goods and Services Tax), per hectare for each and every hectare in the development area.

- (vii) To pay to the City the sum of \$1,182.35 for the supply, installation and maintenance of street name signs and traffic control devices. The cost to the Developer has been determined on the following basis:

1	Yield Signs at \$230.00 each + GST	\$246.10
2	Street Name Signs (2 per intersection) at \$295.00 each + G.S.T.	631.30
1	Stop Signs at \$285.00 each + G.S.T.	<u>304.95</u>
TOTAL		<u>\$1,182.35</u>

B. Payment Timing

- i) The net sums payable by paragraphs A(i), (ii), (iii) and (iv) being in total the sum of \$97,842.06, shall be payable as follows:
- (a) The sum of \$29,352.62, being thirty percent (30%) of the said total sum, to be paid upon the signing of this Agreement;
- (b) The sum of \$39,136.83, being forty percent (40%) of the said total sum, to be paid nine (9) months after the signing of this Agreement, said date being the 26th day of March, A.D. 2006, or at issuance of Construction Completion Certificate No 1, whichever occurs first;
- (c) And the remaining \$29,352.62, being thirty percent (30%) of the said total sum, to be paid eighteen (18) months after the date of execution of this Agreement, said date being the 26th day of December, A.D. 2006, or prior to issuance of the Final Acceptance Certificate No. 1, whichever occurs first.

- ii) The net sum payable by paragraph A(v) being \$20,668.66 to be payable as follows:
- (a) The sum of \$10,334.33 being fifty percent (50%) of the Parks and Recreational facilities, to be paid twelve (12) months after signing of this agreement, said date being the 26th day of June, A.D. 2006 or at issuance of Construction Completion Certificate No. 2., whichever occurs first.
 - (b) The sum of \$10,334.33 being fifty percent (50%) of the Park and Recreational Facilities, to be paid twenty four (24) months after signing of this agreement, said date being the 26th day of June, A.D. 2007 or prior to issuance of Final Acceptance Certificate No. 2., whichever occurs first.
- iii) The net sums payable by paragraphs A(vi) and (vii) being in the total sum of \$4,654.82, to be payable upon signing of this agreement.

SECURITY FOR PERFORMANCE

8. The following Letters of Credit and/or Bond shall be furnished by the Developer:
- Letter of Credit in the amount of \$39,136.83 representing the second (40%) Hectare Assessment Payment.
 - Letter of Credit in the amount of \$29,352.62 representing the third (30%) Hectare Assessment Payment.
 - Letter of Credit in the amount of \$10,334.33 representing the first (50%) Parks & Recreational Facilities Payment.
 - Letter of Credit in the amount of \$10,334.33 representing the second (50%) Parks and Recreational Facilities Payment.
 - Letter of Credit or Performance Bond in the amount of \$130,000.00 representing the City's Security for Performance.

REGISTERED INTERESTS

9. The Developer shall, at its cost, prepare and register the following City utility easements, agreements and interests on title of the lands described below: Refer to Section 10 of the Servicing Agreement Standard Conditions for more details.

A. EASEMENTS:

N/A

B. OTHER INTERESTS:

- i) The Developer to enter into a restrictive access agreement pursuant to Section 215 of *The Planning & Development Act*. The agreement is to be registered against Lots 39 to 45 inclusive Block 42, and Lot 1, Block 45 which have double frontage on to the southern leg of Wascana Circle.
- ii) The Developer to prepare and register against the Lots described in Clause 9.B(i) a Building Restriction (Covenant) Agreement which prohibits the Lot owners from removing, altering, modifying or demolishing any portion of the fence located on their property and that the Lot owners are responsible for the maintenance and repair of the fence in perpetuity.

ADDITIONAL CONDITIONS

10. In addition to the conditions set forth above and notwithstanding anything expressed to the contrary in the Standard Conditions, the Developer agrees that the following conditions shall apply to the within Servicing Agreement:
 - A. The Developer to design, construct and pay all costs for the fence located on Lots 39 to 45 inclusive Block 42, and Lot 1, Block 45, abutting the southern leg of Wascana Circle. Said works must meet with a design reviewed by the Director.
 - B. The Developer to design, construct and pay all costs for a temporary paved turn-a-round located at the extremity of the southern roadway pavement edge of Wascana Gardens Drive. Said works to meet with a design reviewed by the Director.
 - C. The Developer to install a checkerboard sign (WA-8) centred on the southern edge of the turn-a-round described in Clause 10.B. Said works to meet with a design reviewed by the Director.
 - D. The Developer agrees to design, construct and pay all costs for the following roadways including all water, sewer, boulevard landscaping, street lighting and roadwork:
 - Wascana Gate East from Wascana Circle to Wascana View Drive
 - Wascana View Drive from Arcola Avenue to Wascana Gate East

Said works to meet with a design reviewed by the Director.

The Developer and the City agree that the works described above shall be part of a future Servicing Agreement(s) and shall be completed by the Developer no later than 2008.

E. The Developer agrees to register and pay the applicable cash in lieu of Environmental Reserve Landscaping charges to the City for the Environmental Reserve Lands located south of Wascana Circle in conjunction with a future Servicing Agreement.

This Agreement executed by proper signing officers of the Parties as of the date set forth above.

SEAL:

THE CITY OF REGINA

[Handwritten Signature]
City Clerk



SEAL:



WASCANA VIEW DEVELOPERS (EAST) LTD.



[Handwritten Signature]
[Handwritten Signature]

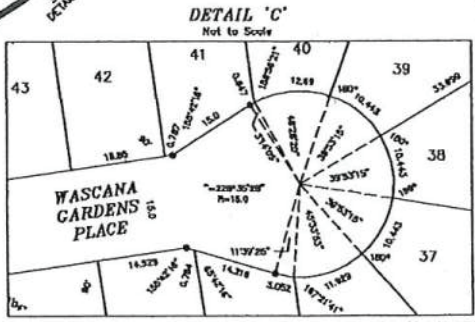
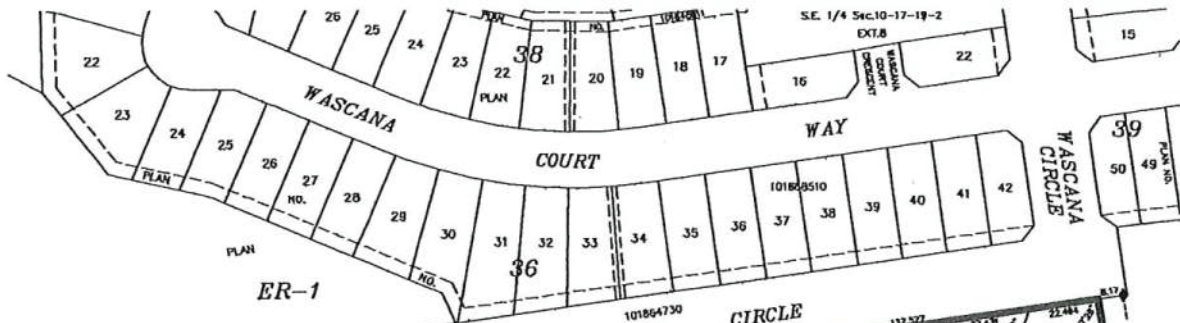
Approved
For
Execution
[Handwritten Signature]

SCHEDULE "A"

WASCANA VIEW
PHASE IX STAGE 1C
PLAN OF SURVEY
 SHOWING
SURFACE SUBDIVISION
OF PART OF THE
S.E. 1/4 SEC.10, TWP.17, RGE.19, W.2Mer.
REGINA, SASKATCHEWAN
BY: R.P. PATTISON
2005
SCALE 1:1000



NOTE:
 -Measurements are in metres and decimal thereof.
 -Area to be approved is outlined with a heavy dashed line.
 -All parcels within the line of approval have an extension G.
 -Standard iron posts found are shown thus 
 -Standard iron posts planted marked 5022 are shown thus 
 -Lot corners are marked by 0.019 x 0.381 iron posts unless otherwise shown.



HARDING BOSS & McLEOD SURVEYS LTD.
FILE NO. 150-4454
REGISTERED PROFESSIONAL SURVEYORS

SA/05-18

SCHEDULE "B"

WASCANA VIEW PHASE IX STAGE 1C

PLAN OF SURVEY

SHOWING SURFACE SUBDIVISION

OF PART OF THE

S.E. 1/4 SEC.10, TWP.17, RGE.19, W.2 Mer.

RECINA, SASKATCHEWAN

BY: R.P. PATTISON

2005

SCALE 1:1000



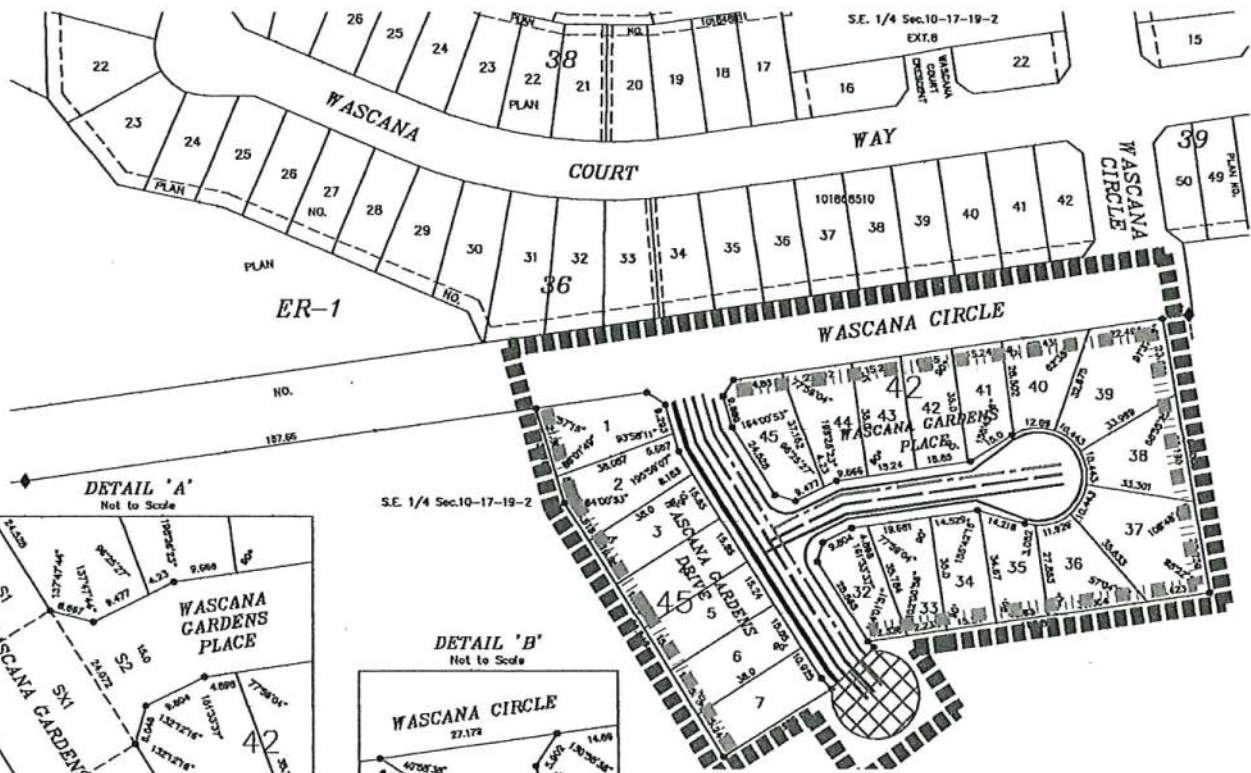
NOTE:

- Measurements are in metres and decimetre thereof.
- Areas to be approved is outlined with a heavy dashed line.
- All parcels within the line of approval have an extension G.
- Standard iron posts found are shown thus
- Standard iron posts planted marked 5022 are shown thus
- Lot corners are marked by 0.018 x 0.381 iron posts unless otherwise shown.

LEGEND

- DEVELOPMENT BOUNDARY
- DEVELOPMENT AREA
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- CONCRETE CURB & GUTTER
- CONCRETE WALK, CURB & GUTTER
- EASEMENT GRADING
- LOCAL ASPHALT
- TEMPORARY PAVED TURNAROUND
- STREET LIGHTS

- 1.66 ha
 -
 -
 -
 -
 -
 -
 -
 -
 -
 -
- As per 3% design reviewed by
by Eng. & Works Dept.



DETAIL 'A'
Not to Scale



DETAIL 'B'
Not to Scale



HARDING BOSS & McLEOD SURVEYS LTD.
FILE NO. 169-4454

SCHEDULE "C"

WASCANA VIEW
 PHASE IX STAGE 1C
 PLAN OF SURVEY
 SHOWING
 SURFACE SUBDIVISION
 OF PART OF THE
 S.E. 1/4 SEC.10, TWP.17, RGE.19, W.2Mer.
 REGINA, SASKATCHEWAN
 BY: R.P. PATTISON
 2005
 SCALE 1:1000



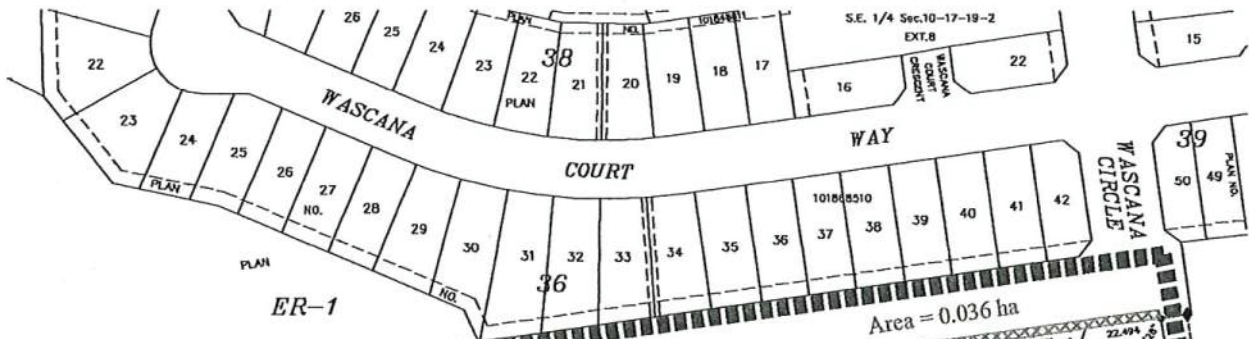
LEGEND

DEVELOPMENT BOUNDARY
 LANDSCAPE AREA
 LANDSCAPE

0.047 ha
 0.047 ha

NOTE:

- Measurements are in metres and decimals thereof.
- Area to be approved is outlined with a heavy dashed line.
- All parcels within the line of approval have an extension U.
- Standard iron posts found are shown thus
- Standard iron posts planted marked 3022 are shown thus
- Lot corners are marked by 0.016 x 0.351 iron posts unless otherwise shown.



DETAIL 'A'
 Not to Scale



DETAIL 'B'
 Not to Scale



HARDING BOSS & McLEOD SURVEYS LTD.
 FILE NO. 159-4454

SA/05-18

This Agreement made in duplicate, effective March 28, 2006.

BETWEEN:

THE CITY OF REGINA
(hereinafter "the City")

COPY

- and -

WASCANA VIEW DEVELOPERS (EAST) LTD.

(hereinafter "the Developer")

**SERVICING AGREEMENT
WASCANA VIEW – PHASE IX – STAGE 2C**

GENERAL

1. The Parties agree that as a condition of subdivision approval by the City of Regina, the Developer shall provide the Services and remit the payments set forth in this Agreement and shall also comply with the *Servicing Agreement Standard Conditions* dated February 11, 2005 (hereinafter called "the Standard Conditions").
2. Unless expressly stated to the contrary, the Parties shall be governed by the Standard Conditions, which shall form a part of this Agreement as if fully set forth herein. Definitions contained in the Standard Conditions shall apply to terms used herein.

DEVELOPMENT AREA

3. The Development Area is as shown on the Plan of Survey for **Wascana View Phase IX, Stage IIC** annexed hereto as Schedule "A".

SERVICES

4. The Developer shall provide Infrastructure services shown in the Infrastructure Plan annexed hereto as Schedule "B".

5. The Developer shall provide Landscape Services shown in the Landscape Services Plan annexed hereto as Schedule "C".

- Island on Wascana Gardens Lane

COMPLETION

6. The completion date for all Services is December 31, 2006.

PAYMENTS

7. The Developer shall within the times specified remit to the City the following payments:

A. Payments Required

(i) To pay to the City the sum of \$29,329.33, for the purpose of defraying the cost of construction of oversized sanitary sewer, trunks calculated as follows:

3.668 hectares at the uniform rate of \$7,996.00 per hectare
= \$29,329.33.

(ii) To pay to the City the sum of \$20,841.58, for the purpose of defraying the cost of construction of oversized storm sewer trunks calculated as follows:

3.668 hectares at the uniform rate of \$5,682.00 per hectare
= \$20,841.58.

(iii) To pay to the City the sum of \$31,640.17, for the purpose of defraying the cost of construction of oversized watermains calculated as follows:

3.668 hectares at the uniform rate of \$8,626.00 per hectare
= \$31,640.17.

less City's share for construction of oversized watermains as calculated pursuant to the unit rate schedule = \$ Nil.

(iv) To pay to the City the sum of \$138,595.38, for the purpose of defraying the cost of construction of arterial streets calculated as follows:

3.668 hectares at the uniform rate of \$37,785.00 per hectare
= \$138,595.38.

- (v) To pay to the City the sum of \$46,400.20, for the purpose of defraying the cost of construction of parks and recreational facilities calculated as follows:

3.668 hectares at the uniform rate of \$12,650.00 per hectare
= \$46,400.20.

- (vi) To pay to the City the sum of \$7,880.92, for the administrative services fee, being calculated on the basis of \$2,008.00 plus \$140.56 representing seven percent (7%) G.S.T. (Goods and Services Tax), per hectare for each and every hectare in the development area.

- (vii) To pay to the City the sum of \$2,562.65 for the supply, installation and maintenance of street name signs and traffic control devices. The cost to the Developer has been determined on the following basis:

4	Yield Signs at \$230.00 each + GST	\$984.40
5	Street Name Signs (2 per intersection) at \$295.00 each + G.S.T.	<u>1,578.25</u>
TOTAL		<u>\$2,562.65</u>

B. Payment Timing

- i) The net sums payable by paragraphs A(i), (ii), (iii) and (iv) being in total the sum of \$220,406.45, shall be payable as follows:
 - (a) The sum of \$66,121.93, being thirty percent (30%) of the said total sum, to be paid upon the signing of this Agreement;
 - (b) The sum of \$88,162.58 being forty percent (40%) of the said total sum, to be paid nine (9) months after the signing of this Agreement, said date being the 28th day of December, A.D. 2006, or at issuance of Construction Completion Certificate No 1, whichever occurs first;
 - (c) And the remaining \$66,121.93, being thirty percent (30%) of the said total sum, to be paid eighteen (18) months after the date of execution of this Agreement, said date being the 28th day of September, A.D. 2007, or prior to issuance of the Final Acceptance Certificate No. 1, whichever occurs first.
- ii) The net sum payable by paragraph A(v) being \$46,400.20 to be payable as follows:
 - (a) The sum of \$23,200.10 being fifty percent (50%) of the Parks and Recreational facilities, to be paid twelve (12) months after signing of this agreement, said date

being the 28th day of March, A.D. 2007 or at issuance of Construction Completion Certificate No. 2., whichever occurs first.

- (b) The sum of \$23,200.10 being fifty percent (50%) of the Park and Recreational Facilities, to be paid twenty four (24) months after signing of this agreement, said date being the 28th day of March, A.D. 2008 or prior to issuance of Final Acceptance Certificate No. 2., whichever occurs first.
- iii) The net sums payable by paragraphs A(vi) and (vii) being in the total sum of \$10, 443.57, to be payable upon signing of this agreement.

SECURITY FOR PERFORMANCE

- 8. The following Letters of Credit and/or Bond shall be furnished by the Developer:
 - Letter of Credit in the amount of \$88,162.58 representing the second (40%) Hectarage Assessment Payment.
 - Letter of Credit in the amount of \$66,121.93 representing the third (30%) Hectarage Assessment Payment.
 - Letter of Credit in the amount of \$23,200.10 representing the first (50%) Parks & Recreational Facilities Payment.
 - Letter of Credit in the amount of \$23,200.10 representing the second (50%) Parks and Recreational Facilities Payment.
 - Letter of Credit or Performance Bond in the amount of \$390,500.00 representing the City's Security for Performance.

REGISTERED INTERESTS

- 9. The Developer shall, at its cost, prepare and register the following City utility easements, agreements and interests on title of the lands described below: Refer to Section 10 of the Servicing Agreement Standard Conditions for more details.
 - A. Easements
 - i) The most Western 1.5 metres in perpendicular width throughout Lot 28, Block 42
 - ii) The most Eastern 1.5 metres in perpendicular width throughout Lot 29, Block 42
 - iii) The most Southern 1.5 metres in perpendicular width throughout Lot 4, Block 44
 - iv) The most Northern 1.5 metres in perpendicular width throughout Lot 5, Block 44

- v) The most Northern 1.5 metres in perpendicular width throughout Lot 8, Block 43
- vi) The most Southern 1.5 metres in perpendicular width throughout Lot 9, Block 43

B. Other Interests

N/A

ADDITIONAL CONDITIONS

10. In addition to the conditions set forth above and notwithstanding anything expressed to the contrary in the Standard Conditions, the Developer agrees that the following conditions shall apply to the within Servicing Agreement:

A. The Developer to design, construct and pay all costs for a temporary paved turn-around located at the roadway pavement edges of:

- The Eastern extremity of Wascana Gardens Way and
- The Eastern extremity of Wascana Gardens Drive

Said works to meet with a design reviewed by the Director.

B. The Developer to install a checkerboard sign (WA-8) centres on the Eastern pavement edge of each of the turn-a-rounds described in Clause 10.A. Said works to meet with a design reviewed by the Director.

C. The Developer agrees to design, construct and pay all costs for the following roadways including all water, sewer, boulevard landscaping, street lighting and roadwork:

- Wascana Gate East from Wascana Circle to Wascana View Drive
- Wascana View Drive from Arcola Avenue to Wascana Gate East


Said works to meet with a design reviewed by the Director.

The Developer and the City agree that the works described above shall be part of a future Servicing Agreement(s) and shall be completed by the Developer o later than 2008.

This Agreement executed by proper signing officers of the Parties as of the date set forth above.

SEAL:

THE CITY OF REGINA




City Clerk



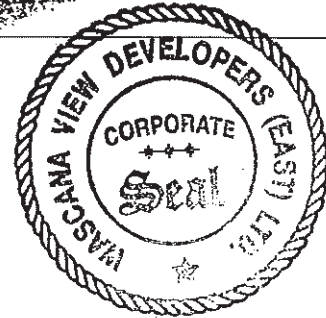
SEAL:

WASCANA VIEW DEVELOPERS (EAST) LTD.



VILE PAV

Approved
For
Execution

Servicing Agreement SA 06-05.doc

SCHEDULE "B"

WASCANA VIEW PHASE IX STAGE IIC

PLAN OF SURVEY

SHOWING

SURFACE SUBDIVISION

OF PART OF

S.E. 1/4 SEC.10, TWP.17, RGE.19, W.2Mer.

REGINA, SASKATCHEWAN

BY: R.P. PATTISON, S.L.S.

2006

SCALE 1 : 1000



NOTE:

- Measurements are in metres and decimals thereof.
- All bearings are defined by a heavy dashed line.
- All bearings are given in the form of an extension 0.
- Standard iron pins found are shown but not shown.
- Standard iron pins planted are marked S22 and shown, their locations are marked by 0.013 x 0.450 iron pins unless otherwise shown.

LEGEND

DEVELOPMENT BOUNDARY

DEVELOPMENT AREA

SANITARY SEWER

STORM SEWER

WATER MAIN

CONCRETE CURB & GUTTER

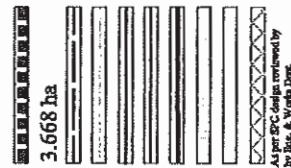
CONCRETE WALK, CURB & GUTTER

EASEMENT GRADING

LOCAL ASPHALT

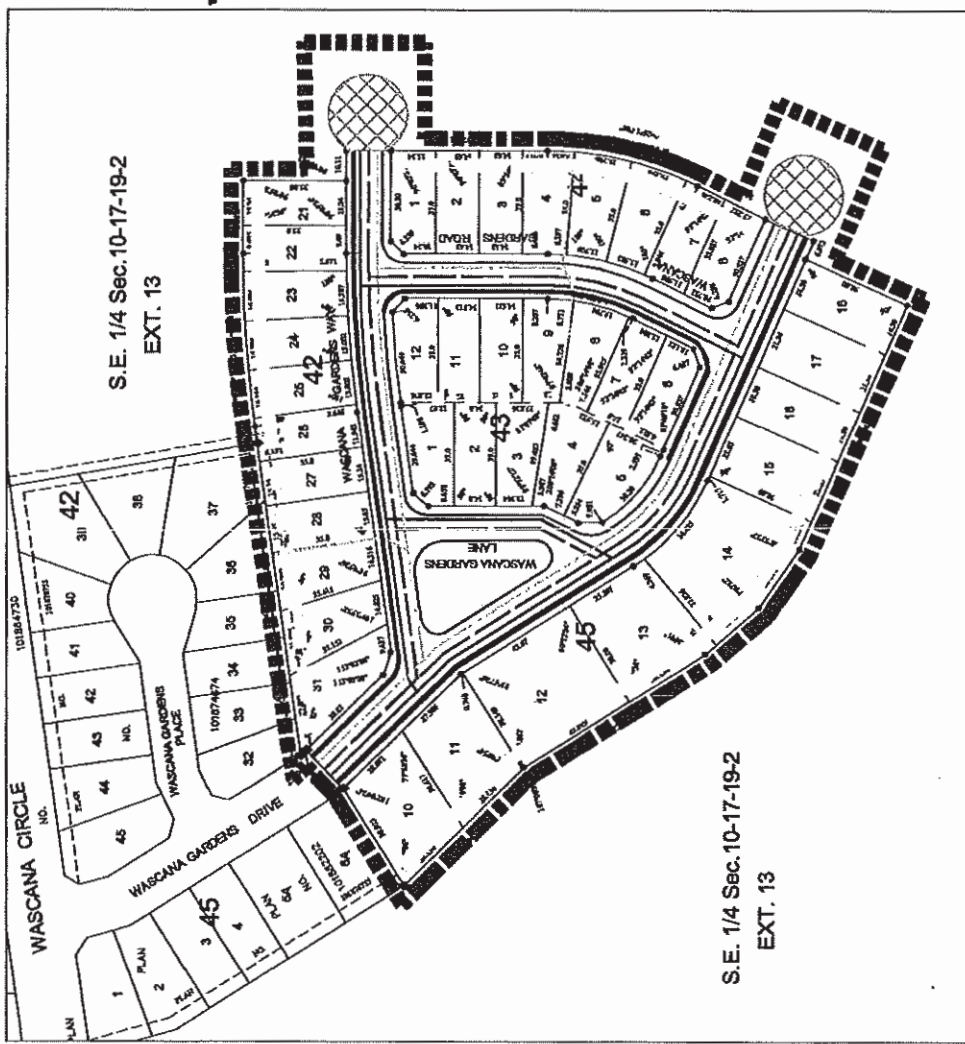
TEMPORARY PAVED TURNAROUND

STREET LIGHTS



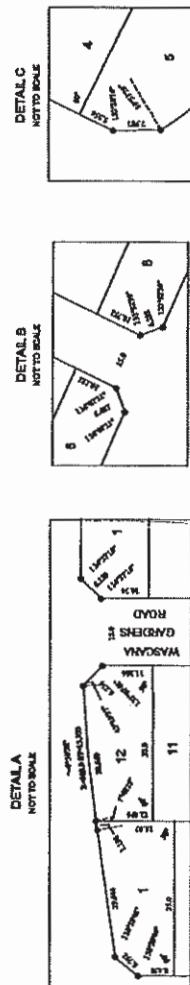
3,668 ha

As per SPC design reviewed by Reg. & Works Dept.



S.E. 1/4 Sec.10-17-19-2
EXT. 13

S.E. 1/4 Sec.10-17-19-2
EXT. 13



HARDING BOSS & MCLEOD SURVEYS LTD.
FILE NO. 158-4581
REGINA, SASKATCHEWAN

SCHEDULE "C"

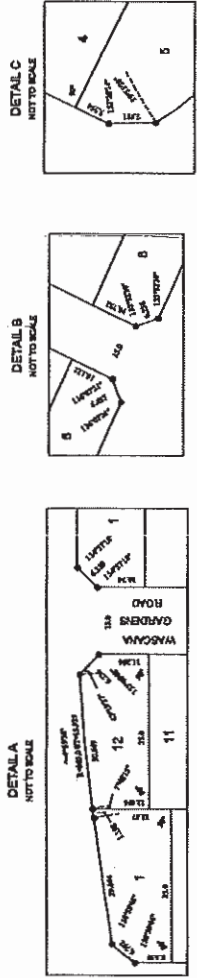
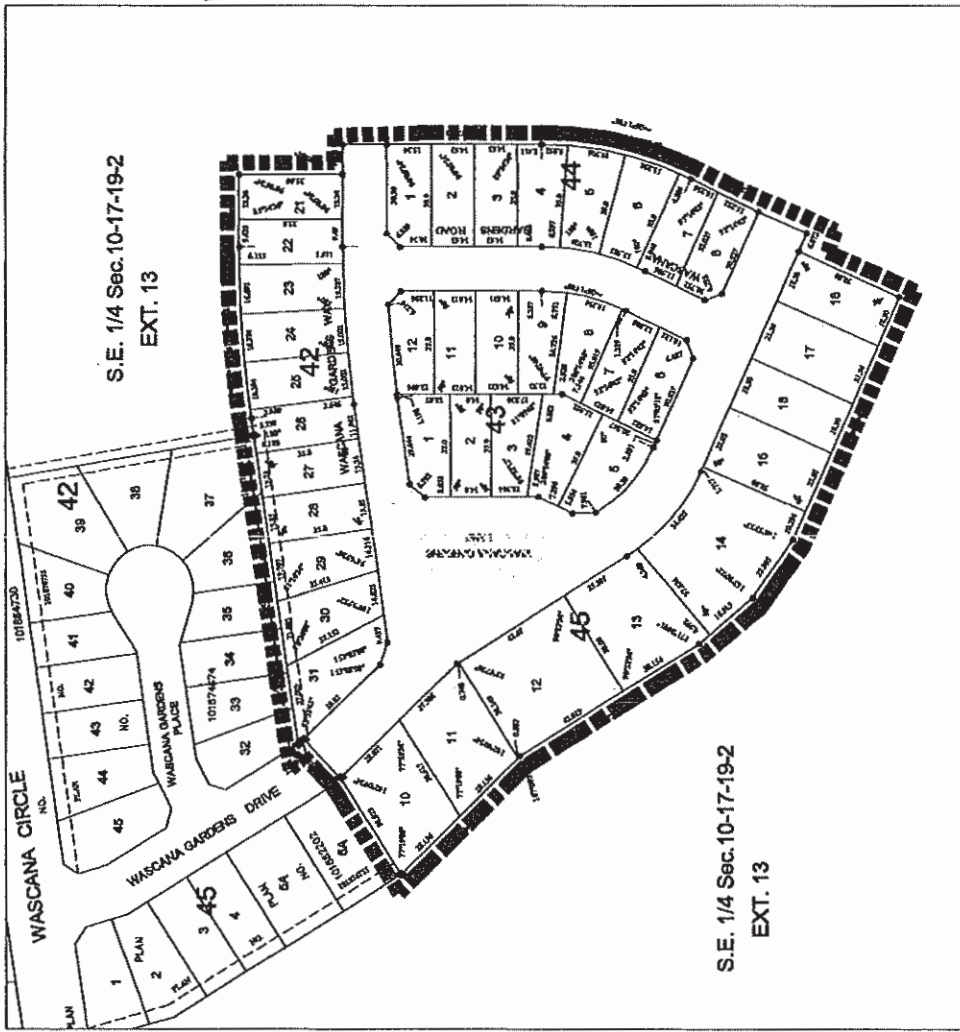
WASCANA VIEW
PHASE IX STAGE IIC
 PLAN OF SURVEY
 SHOWING
 SURFACE SUBDIVISION
 OF PART OF
 S.E. 1/4 SEC.10, TWP.17, RGE.19, W.2Mer.
 REGINA, SASKATCHEWAN
 BY: R.P. PATTISON, S.L.S.
 2006
 SCALE 1:1000



LEGEND
 DEVELOPMENT BOUNDARY
 LANDSCAPE AREA
 LANDSCAPE

NOTE:
 -Measurements are in metres and decimals thereof
 -Areas to be approved is outlined by a heavy dashed line.
 -All parcels within the line of approval have an extension G.
 -Standard iron posts found are shown thus .
 -Standard iron posts planted are marked S022 and shown thus .
 -Locations marked by S023 x 0.450 iron posts unless otherwise shown.

0.096 ha



HARDING BOSS & McLEOD SURVEYS LTD.
 FILE NO. 159-4581
 REGINA, SASKATCHEWAN

AGREEMENT SA/06-32

This Agreement made in duplicate, effective December 4, 2006.

BETWEEN:

THE CITY OF REGINA
(hereinafter "the City")

- and -

WASCANA VIEW DEVELOPERS (EAST) LTD.
(hereinafter "the Developer")

**SERVICING AGREEMENT
WASCANA VIEW PHASE IX STAGE 3C**

GENERAL

1. The Parties agree that as a condition of subdivision approval by the City of Regina, the Developer shall provide the Services and remit the payments set forth in this Agreement and shall also comply with the *Servicing Agreement Standard Conditions* dated February 11, 2005 (hereinafter called "the Standard Conditions").
2. Unless expressly stated to the contrary, the Parties shall be governed by the Standard Conditions, which shall form a part of this Agreement as if fully set forth herein. Definitions contained in the Standard Conditions shall apply to terms used herein.

DEVELOPMENT AREA

3. The Development Area is as shown on the Plan of Survey for **Wascana View Phase IX Stage 3C** annexed hereto as Schedule "A".

SERVICES

4. The Developer shall provide Infrastructure services shown in the Infrastructure Plan annexed hereto as Schedule "B".
5. The Developer shall provide Landscape Services shown in the Landscape Services Plan annexed hereto as Schedule "C".
 - ER4, ER5, ER6, ER7 and ER8

COMPLETION

6. The completion date for all Services is December 31, 2007.

PAYMENTS

7. The Developer shall within the times specified remit to the City the following payments:

A. Payments Required

- (i) To pay to the City the sum of \$63,232.37 for the purpose of defraying the cost of construction of oversized sanitary sewer, trunks calculated as follows:

7.908 hectares at the uniform rate of \$7,996.00 per hectare = \$63,232.37.

- (ii) To pay to the City the sum of \$44,933.26 for the purpose of defraying the cost of construction of oversized storm sewer trunks calculated as follows:

7.908 hectares at the uniform rate of \$5,682.00 per hectare = \$44,933.26.

- (iii) To pay to the City the sum of \$68,214.41 for the purpose of defraying the cost of construction of oversized watermains calculated as follows:

7.908 hectares at the uniform rate of \$8,626.00 per hectare = \$68,214.41.

less City's share for construction of oversized watermains as calculated pursuant to the unit rate schedule = \$ Nil.

- (iv) To pay to the City the sum of \$298,803.78 for the purpose of defraying the cost of construction of arterial streets calculated as follows:

7.908 hectares at the uniform rate of \$37,785.00 per hectare = \$298,803.78.

- (v) To pay to the City the sum of \$100,036.20 for the purpose of defraying the cost of construction of parks and recreational facilities calculated as follows:

7.908 hectares at the uniform rate of \$12,650.00 per hectare = \$100,036.20.

- (vi) To pay to the City the sum of \$16,832.02 for the administrative services fee, being calculated on the basis of \$2,008.00 plus \$120.48 representing six percent (6%) G.S.T. (Goods and Services Tax); per hectare for each and every hectare in the development area.
- (vii) To pay to the City the sum of \$3,571.14 for the supply, installation and maintenance of street name signs and traffic control devices. The cost to the Developer has been determined on the following basis:

5	Yield Signs at \$230.00 each + GST	\$1,219.00
5	Street Name Signs (2 per intersection) at \$295.00 each + G.S.T.	\$1,563.50
3	Street Name Signs (Additional) at \$58.00 each + G.S.T.	\$184.44
2	Stop Signs at \$285.00 each + G.S.T.	\$604.20
TOTAL		<u>\$3,571.14</u>

B. Payment Timing

- i) The net sums payable by paragraphs A(i), (ii), (iii) and (iv) being in total the sum of \$220,406.45 shall be payable as follows:
 - (a) The sum of **\$142,555.14** being thirty percent (30%) of the said total sum, to be paid upon the signing of this Agreement;
 - (b) The sum of \$190,073.52 being forty percent (40%) of the said total sum, to be paid nine (9) months after the signing of this Agreement, said date being the 4th day of September, A.D. 2007, or at issuance of Construction Completion Certificate No 1, whichever occurs first;
 - (c) And the remaining \$142,555.14 being thirty percent (30%) of the said total sum, to be paid eighteen (18) months after the date of execution of this Agreement, said date being the 4th day of June, A.D. 2008, or prior to issuance of the Final Acceptance Certificate No. 1, whichever occurs first.
- ii) The net sum payable by paragraph A (v) being \$100,036.20 to be payable as follows:
 - (a) The sum of \$50,018.10 being fifty percent (50%) of the Parks and Recreational facilities, to be paid twelve (12) months after signing of this agreement, said date

being the 4th day of December, A.D. 2007 or at issuance of Construction Completion Certificate No. 2., whichever occurs first.

- (b) The sum of \$50,018.10 being fifty percent (50%) of the Park and Recreational Facilities, to be paid twenty four (24) months after signing of this agreement, said date being the 4th day of December, A.D. 2008 or prior to issuance of Final Acceptance Certificate No. 2., whichever occurs first.
- iii) The net sums payable by paragraphs A (vi) and (vii) being in the total sum of \$20,403.16 to be payable upon signing of this agreement.

SECURITY FOR PERFORMANCE

8. The following Letters of Credit and/or Bond shall be furnished by the Developer:
- Letter of Credit in the amount of \$190,073.52 representing the second (40%) Hectarage Assessment Payment.
 - Letter of Credit in the amount of \$142,555.14 representing the third (30%) Hectarage Assessment Payment.
 - Letter of Credit in the amount of \$50,018.10 representing the first (50%) Parks & Recreational Facilities Payment.
 - Letter of Credit in the amount of \$50,018.10 representing the second (50%) Parks and Recreational Facilities Payment.
 - Letter of Credit or Performance Bond in the amount of \$769,000.00 representing the City's Security for Performance.

REGISTERED INTERESTS

9. The Developer shall, at its cost, prepare and register the following City utility easements, agreements and interests on title of the lands described below: Refer to Section 10 of the Servicing Agreement Standard Conditions for more details.

A. Easements

- i) The most Western 3.0 metres in perpendicular width throughout Lot 5, Block 47.
- ii) The most Western 3.0 metres in perpendicular width throughout Lot 16, Block 46.
- iii) The most Western 3.0 metres in perpendicular width throughout Lot 23, Block 46.
- iv) The most Western 3.0 metres in perpendicular width throughout Lot 5, Block 48.
- v) The most Western 1.5 metres in perpendicular width throughout Lot 14,

- Block 42.
- vi) The most Eastern 1.5 metres in perpendicular width throughout Lot 13, Block 42.
 - vii) The most Northern 1.5 metres in perpendicular width throughout Lot 10, Block 42.
 - viii) The most Southern 1.5 metres in perpendicular width throughout Lot 9, Block 42.
 - ix) The most Northern 1.5 metres in perpendicular width throughout Lot 10, Block 46.
 - x) The most Southern 1.5 metres in perpendicular width throughout Lot 9, Block 46.
 - xi) The most Northern Easterly 1.5 metres in perpendicular width throughout Lot 14, Block 46.
 - xii) The most Southern Westerly 1.5 metres in perpendicular width throughout Lot 13, Block 46.
 - xiii) The most Northern 1.5 metres in perpendicular width throughout Lot 27, Block 46.
 - xiv) The most Southern 1.5 metres in perpendicular width throughout Lot 26, Block 46.
 - xv) The most Northern 1.5 metres in perpendicular width throughout Lot 32, Block 46.
 - xvi) The most Southern 1.5 metres in perpendicular width throughout Lot 31, Block 46.
 - xvii) The most Western 7.5 metres in perpendicular width throughout Lot 4, Block 46.
 - xviii) The most Eastern 7.5 metres in perpendicular width throughout Lot 3, Block 46.
 - xix) The most Western 7.5 metres in perpendicular width throughout Lot 4, Block 47.
 - xx) The most Eastern 7.5 metres in perpendicular width throughout Lot 3, Block 47.
 - xxi) The most Western 7.5 metres in perpendicular width throughout Lot 5, Block 47.
 - xxii) The most Eastern 7.5 metres in perpendicular width throughout Lot 6, Block 47.
 - xxiii) The most Western 7.5 metres in perpendicular width throughout Lot 16, Block 46.
 - xxiv) The most Eastern 7.5 metres in perpendicular width throughout Lot 17, Block 46.
 - xxv) The most Western 7.5 metres in perpendicular width throughout Lot 23, Block 46.
 - xxvi) The most Eastern 7.5 metres in perpendicular width throughout Lot 22, Block 46.
 - xxvii) The most Western 7.5 metres in perpendicular width throughout Lot 4,

- Block 48.
- xxviii) The most Eastern 7.5 metres in perpendicular width throughout Lot 3, Block 48.
 - xxix) The most Western 7.5 metres in perpendicular width throughout Lot 5, Block 48.
 - xxx) The most Eastern 7.5 metres in perpendicular width throughout Lot 6, Block 48.
 - xxxii) The most Western 1.5 metres in perpendicular width throughout Lot 26, Block 45.

B. Other Interests

- i) The Developer to enter into a restrictive access agreement pursuant to Section 215 of *The Planning & Development Act*. The Agreement is to be registered by caveat against Lots 1 to 8, inclusive Block 42 which has double frontage on to Wascana Gate East. The purpose of this agreement is to prevent the property owner(s) from attempting to have secondary access to and from Wascana Gate East.
- ii) The Developer to enter into a restrictive access agreement pursuant to Section 215 of *The Planning & Development Act*. The Agreement is to be registered by caveat against Lots 1 to 6, inclusive Block 46 which has double frontage on to Wascana Gate East. The purpose of this agreement is to prevent the property owner(s) from attempting to have secondary access to and from Wascana Gate East / Easterly Road Allowance.
- iii) The Developer to enter into a restrictive access agreement pursuant to Section 215 of *The Planning & Development Act*. The Agreement is to be registered by caveat against Lots 6 to 14, inclusive Block 46 and Lots 25 to 35, inclusive Block 46 which has double frontage on to the road allowance to the east.. The purpose of this agreement is to prevent the property owner(s) from attempting to have secondary access to and from the north/south road allowance.
- iv) The Developer to prepare and register by Caveat a building restriction (covenant) registered against Lots 1 to 8, inclusive Block 42, Lots 1 to 6, inclusive Block 46, Lots 6 to 14, inclusive, Block 46 and Lots 25 to 35, inclusive, Block 46 which prevents the lot owners from removing, altering, modifying or demolishing any portion of the fence located on their property along the rear of their lots adjacent to Wascana Gate East and the road allowance. Said covenant should include that the fence is the property of the lot owner and is their responsibility for maintenance and repair in perpetuity.

- v) The Developer to prepare and register by Caveat a building restriction (covenant) registered against Lots 3, 4, 16, 17, 22, 23, Block 46, Lots 3, 4, 5, 6, Block 47, Lots 3, 4, 5, 6, Block 48 and Lot 26, Block 45 which prevents the lot owners from removing, altering, modifying or demolishing any portion of the fence located on their property along the flankage of their lots adjacent the Environment Reserve. Said covenant should include that the fence is the property of the lot owner and is their responsibility for maintenance and repair in perpetuity
- vi) The Developer to prepare and register by Caveat a building restriction (covenant) registered against Lots 19 to 26 inclusive, Block 45, Lots 35 and 36, Block 46 which prevent the lot owner(s) from removing, altering, modifying or demolishing any portion of the fence located on their property along the rear of their lots adjacent the Environment Reserve. Said covenant should include that the fence is the property of the lot owner(s) and is their responsibility for maintenance and repair in perpetuity
- vii) The Developer to prepare and register by Caveat a building restriction (covenant) registered against Lots 3, 4, 16, 17, 22, 23, Block 46, Lots 3, 4, 5, 6, Block 47, Lots 3, 4, 5, 6, Block 48 and Lot 26, Block 45 which prevents the lot owner(s) from constructing any permanent structure on the 7.5 meter easement in perpendicular width throughout their lot adjacent the Environmental Reserve (pipeline corridor).

ADDITIONAL CONDITIONS

- 10. In addition to the conditions set forth above and notwithstanding anything expressed to the contrary in the Standard Conditions, the Developer agrees that the following conditions shall apply to the within Servicing Agreement:
 - A. The Developer to design, supervise, grade and seed, with the established non-irrigated turf, the Environmental Reserve ER4 to ER8, as shown on the attached Schedule "C" to a design approved by the Director. Said design to include a formal pathway through ER4 to connect to future developments in the southeast.
 - B. The Developer to design, supply, erect and pay all costs for permanent fencing located on private property, on the following lots:
 - o Lots 1 to 8, inclusive Block 42;
 - o Lots 1 to 6, inclusive Block 46;
 - o Lots 6 to 14, inclusive, Block 46;
 - o Lots 25 to 35, inclusive, Block 46;
 - o Lots 3, 4, 16, 17, 22, 23, Block 46;

- Lots 3, 4, 5, 6, Block 47;
- Lots 3, 4, 5, 6, Block 48;
- Lot 26, Block 45;
- Lots 19 to 26 inclusive, Block 45;
- Lots 35 and 36, Block 46.

Said works to meet with a design reviewed by the Director.

C. The Developer to design, supply and erect, with out compensation stub posting or approved equal along the entire width of the Environmental Reserve abutting the following streets:

- Wascana Garden Crescent;
- Wascana Gardens Point;
- Wascana Gate East.

Said works to meet with a design reviewed by the Director.

This Agreement executed by proper signing officers of the Parties as of the date set forth above.

SEAL:

THE CITY OF REGINA

Amber Small
City Clerk

Acting



SEAL:



WASCANA VIEW DEVELOPERS (EAST) LTD.

Steph...
11/06/04

For Execution
[Signature]

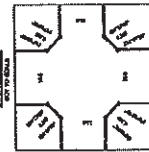
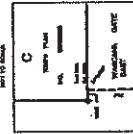
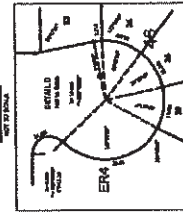
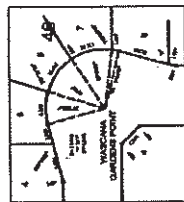
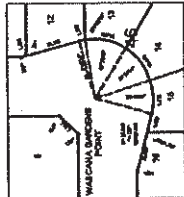
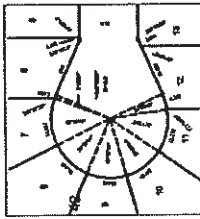
SCHEDULE "A"

WASCANA VIEW PHASE IX STAGE IIIIC PLAN OF SURVEY

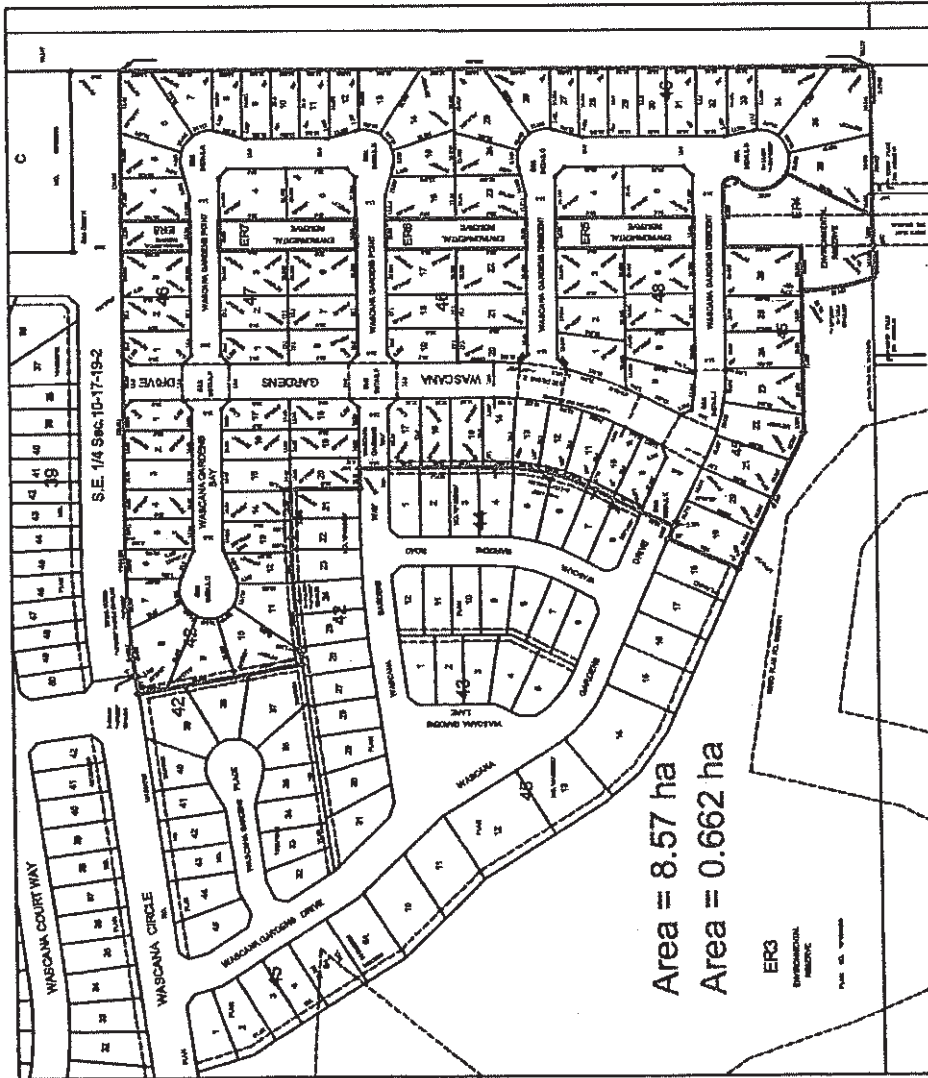
SHOWING
SURFACE SUBDIVISION
OF PART OF
S.E. 1/4 SEC. 10, TWP. 17, RGE. 19, W. 2R6E.
REGINA, SASKATCHEWAN
BY: R.P. PATTONSON S.L.S.

2006
SCALE 1:1000

NOTES:
1. The boundaries shown on this plan are based on the survey conducted by the Surveyor General of Saskatchewan on the 17th day of August 1996.
2. The boundaries shown on this plan are based on the survey conducted by the Surveyor General of Saskatchewan on the 17th day of August 1996.
3. The boundaries shown on this plan are based on the survey conducted by the Surveyor General of Saskatchewan on the 17th day of August 1996.
4. The boundaries shown on this plan are based on the survey conducted by the Surveyor General of Saskatchewan on the 17th day of August 1996.
5. The boundaries shown on this plan are based on the survey conducted by the Surveyor General of Saskatchewan on the 17th day of August 1996.



REGISTERED PLAN & MAP NO. S200-0782
2006



Area = 8.57 ha
Area = 0.662 ha

ER3
ENVIRONMENTAL
REGULATORY
PLAN NO. 06-32



SCHEDULE "B"

WASCANA VIEW PHASE IX STAGE IIIIC

PLAN OF SURVEY
SHOWING

SURFACE SUBDIVISION

OF PART OF
S.E. 1/4 SEC. 10, TWP. 17, RGE. 18, W. 246E.

REGINA, SASKATCHEWAN

BY: R.P. PATTON S.L.S.

2008

SCALE 1:1000



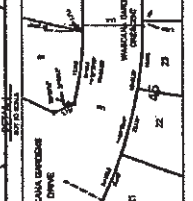
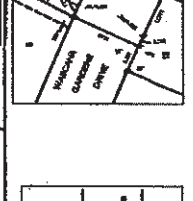
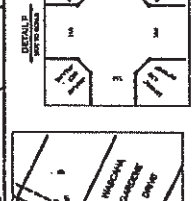
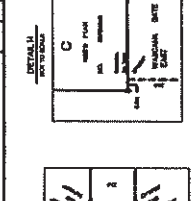
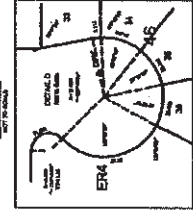
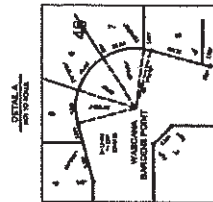
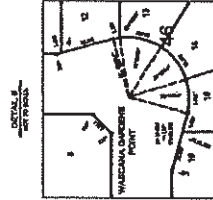
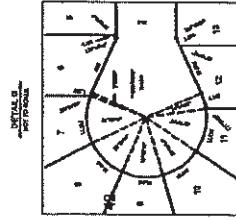
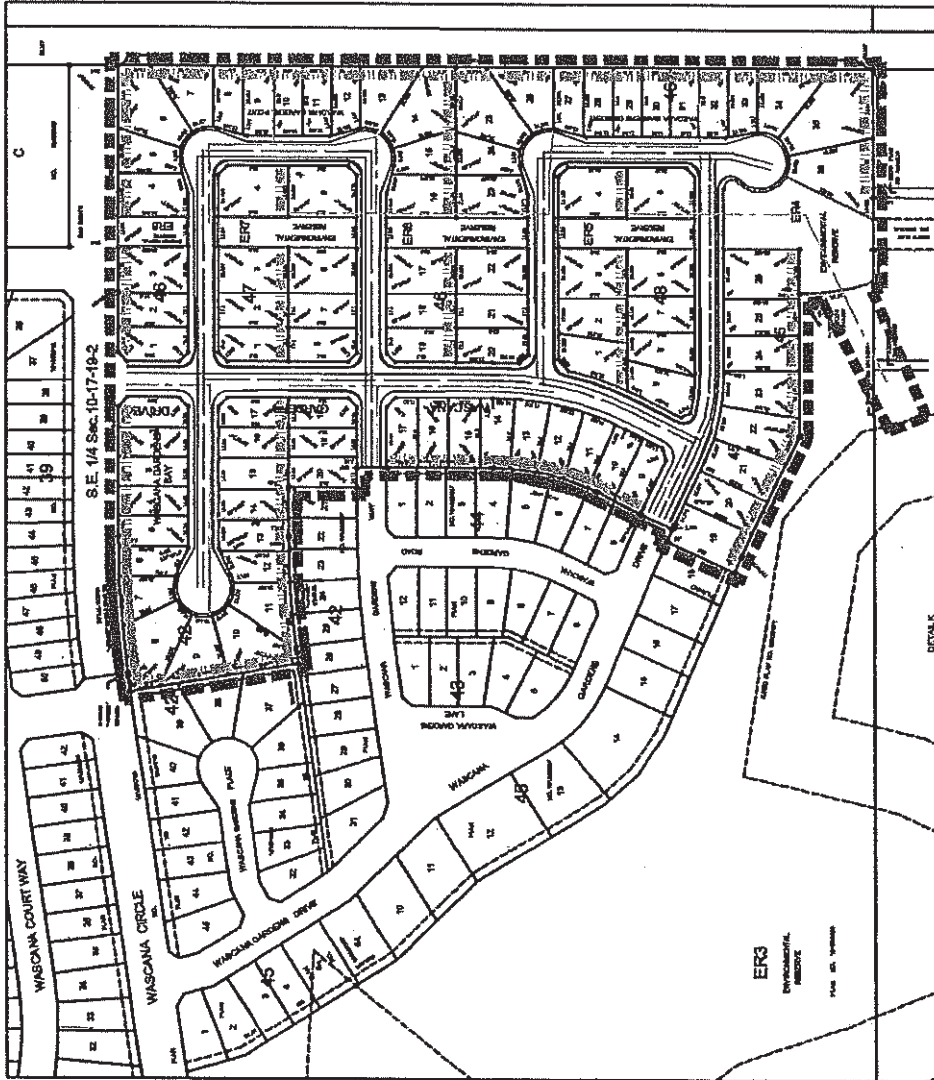
NOTE: This plan is submitted for registration in the Land Titles Office. It is subject to the provisions of the Land Titles Act, R.S.S. 1978, c. S-24.1 and the Land Titles Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Survey Act, R.S.S. 1978, c. S-24 and the Survey Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Municipal Act, R.S.S. 1978, c. M-20 and the Municipal Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Planning Act, R.S.S. 1978, c. P-20 and the Planning Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Environmental Act, R.S.S. 1978, c. E-10 and the Environmental Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Health Act, R.S.S. 1978, c. H-10 and the Health Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Education Act, R.S.S. 1978, c. E-10 and the Education Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Social Services Act, R.S.S. 1978, c. S-24 and the Social Services Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Labour Act, R.S.S. 1978, c. L-10 and the Labour Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Agriculture Act, R.S.S. 1978, c. A-10 and the Agriculture Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Forestry Act, R.S.S. 1978, c. F-10 and the Forestry Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Parks and Recreation Act, R.S.S. 1978, c. P-20 and the Parks and Recreation Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Cultural Heritage Act, R.S.S. 1978, c. C-10 and the Cultural Heritage Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Heritage Act, R.S.S. 1978, c. H-10 and the Heritage Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Parks and Recreation Act, R.S.S. 1978, c. P-20 and the Parks and Recreation Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Cultural Heritage Act, R.S.S. 1978, c. C-10 and the Cultural Heritage Regulations, S.S. 1978, c. 102. The plan is subject to the provisions of the Heritage Act, R.S.S. 1978, c. H-10 and the Heritage Regulations, S.S. 1978, c. 102.

LEGEND

- DEVELOPMENT BOUNDARY
- DEVELOPMENT AREA
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- CONCRETE CURB & GUTTER
- CONCRETE WALK, CURB & GUTTER
- EASEMENT GRADING
- LOCAL ASPHALT
- STREET LIGHTS

7,908 ha

A 1:1000 IFC Map prepared by
R.P. Patton S.L.S.



SCHEDULE "C"

WASCANA VIEW
 PHASE IX STAGE IIIC

PLAN OF SURVEY
 SHOWING

SURFACE SUBDIVISION

OF PART OF

S.E. 1/4 SEC. 10, TWP. 17, RGE. 19, W. 2 Mer.

REGINA, SASKATCHEWAN

BY: RP, PATTISON S.L.B.

2006

SCALE 1:1000

NOTE:
 1. This plan is subject to the provisions of the Survey Act, R.S.O. 1990, c. S.27, and the regulations thereunder.
 2. The boundaries shown on this plan are based on the survey data provided to the Surveyor.
 3. The Surveyor is not responsible for the accuracy of the data provided to him/her.
 4. The Surveyor is not responsible for the accuracy of the data provided to him/her.
 5. The Surveyor is not responsible for the accuracy of the data provided to him/her.



LEGEND

DEVELOPMENT BOUNDARY
 LANDSCAPE AREA
 ER LANDSCAPE

