

To: Mayor and Members of Council

November 22, 2010

Re: School Site Servicing Agreement

### **Background**

There was a meeting held with the Developer, Great Plains Leaseholds, members of the Planning & Development Committee and myself to discuss the terms of the Servicing Agreement for the subdivision of the School Site located in Bower West Phase III.

The servicing agreement speaks to the services to be provided to the site, such as, the water & sewer service to the School and the construction and pavement of Motherwell Drive.

There will be no requirement of the Developer to pay any offsite levies for this subdivision, since the land is basically being donated to Prairie Valley School Division. The sale price of the land was \$250,000, however once the construction of the school begins, the vendor(developer) is then paying Prairie Valley School Division \$250,000 to be used for a joint use facility on the site identified as MR4.

Administration is currently working on preparing a Development Levy Bylaw, which will allow the Town to charge the development levies (offsite fees) at the time of the application of the Development Permit. This will allow the Town to charge the offsite fees to the Prairie Valley School Division at the time of the Development Permit.

### **Discussion**

The Servicing Agreement as negotiated with the Developer is attached for Council's review.

### **Budget Implications**

None.

### **Conclusion**

The Agreement for Sale of the land for the School site between Great Plains Leaseholds and Prairie Valley School Division states that the transfer of title must be completed by December 31, 2010. In order for the subdivision to be given final approval by Community Planning, there must be a signed Servicing Agreement between the Developer and the Town.



*Town Manager*

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**Recommendation**

Administration recommends Council pass the following motion:

“THAT WHEREAS as a condition of approval of subdivision of the Pt. N ½ 13-17-18 W2 was for the Developer and the Town to enter into a Servicing Agreement;

AND WHEREAS the Administration of the Town of White City and Great Plains Leaseholds have successfully negotiated a Servicing Agreement;

THEREFORE BE IT RESOLVED THAT the Servicing Agreement between Great Plains Leaseholds and the Town of White City for the Pt. N ½ 13-17-18 W2 be approved and a copy be attached hereto.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Shauna Bzdel".

Shauna Bzdel,  
Town Manager

## SERVICING AGREEMENT

**THIS AGREEMENT** made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,

**BETWEEN:** the **TOWN OF WHITE CITY**,  
Address: 14 Ramm Avenue, White City, Saskatchewan, S4L 5B1,  
a corporate municipality in the Province of Saskatchewan  
(hereinafter called the "Municipality") **OF THE FIRST PART**,

**AND** **GREAT PLAINS LEASEHOLDS LTD.**,  
Address: 30 – 28 Great Plains Road, Emerald Park, Saskatchewan, S4L 1B8,  
(hereinafter called the "Developers") **OF THE SECOND PART**.

**WHEREAS** at the time of making this agreement:

- a) The Developers own, as evidenced by Title No. 139256264 on record in the Saskatchewan Land Registry, the following land (hereinafter called the "Land"):  
  
N ½ 13-17-18 W2
- b) The Developers have applied to subdivide the "Land" according to a Plan of Proposed Subdivision dated June 7, 2010, and signed by Midwest Surveys, Saskatchewan Land Surveyor, (hereinafter called the "Plan"), a true copy of which is annexed to this agreement as Schedule "A"; and
- c) The Municipality considers it appropriate that the "Land" be subdivided in accordance with the "Plan" subject to the Developers entering into an agreement with the Municipality under Section 175 of *The Planning and Development Act, 2007*, concerning the supply, installation or construction of certain materials and works (hereinafter called "Improvements").

**NOW THEREFORE**, in consideration of the covenants and promises contained in this Agreement and the Municipality's consent to the "Plan" the Parties agree as follows.

### 1. **General Provisions**

- 1.1 Any notice to the other Party shall be sufficiently served if sent by prepaid registered mail to the aforesaid address of the other Party.
- 1.2 Municipality shall mean any person authorized to act on behalf of the Municipality including any person hired by the Municipality.
- 1.3 The terms of this Agreement, covenants, provisions and schedules shall run with the "Land" and shall be binding upon both Parties and their subsequent heirs, successors, administrators, assigns or transferees, as the case may be, unless specifically stated otherwise herein.

- 1.4 The Municipality shall at its cost, upon the "Plan" being approved by the Director of Community Planning, register a caveat on the title to the "Land" to advise potential landowners of this Agreement and to protect the municipality's interests.
- 1.5 This agreement may be altered or added to with the mutual written consent of the Parties and their respective heirs, executors, administrators, successors and assignees and any alterations or additions shall be executed with the same formality as this Agreement and subsequently form part of this Agreement unless specified otherwise herein.
- 1.6 If any provision of this Agreement is found to be invalid, it is the intention of the Parties that the remainder of the agreement shall remain in full force.
- 1.7 Each Party shall be responsible for paying their respective costs or fees for legal and engineering services required to bring effect to this Agreement.

## **2 Performance Provisions**

- 2.1 For purposes of clauses 2.2 to 2.4, inclusive:
  - a) the Municipality shall issue letters to the Developers or any other party that the Developers want informed, as the case may require; and
  - b) the Developers shall supply the Municipality with Statutory Declarations sworn before a Commissioner of Oaths that all current accounts for supplied materials and completed work or other Improvements have been paid except for normal holdbacks, and that there are no out-standing claims or liens in connection with any completed Improvements.
- 2.2 Within 30 days of the "Plan" being approved by the Director of Community Planning, the Developers shall deposit with the Municipality, to cover the faithful performance or payment of all obligations arising herein, an initial irrevocable Standby Letter of Credit acceptable to the Municipality's solicitor which amounts to fifty thousand dollars (\$50,000) and the within 30 days of the commencement of the construction of the school by Prairie Valley School Division, deposit an additional irrevocable Standby Letter of Credit acceptable to the Municipality's solicitor which amounts to fifty percent (50%) of the total estimated cost of all Improvements required to be done by the Developers under this Agreement less fifty thousand dollar (\$50,000). The irrevocable Standby Letters of Credit shall:
  - a) be from a recognized financial institution;
  - b) be kept valid by the Developers until the Municipality is satisfied that the Developers have met all their obligations under this Agreement;
  - c) be subject to the municipality claiming funds if there is a breach or the letter of credit is due to expire.
- 2.3 If the Standby Letters of Credit are not deposited with the Administrator within 30 days of the "Plan" being approved by the Director or the commencement of the construction of the school, which ever the case may be, the Municipality may ask the Director to revoke approval of the "Plan".

In addition, if either of the Letters of Credit are not delivered as required hereinbefore the Municipality may issue a "stop work order" to the Developer under Section 364 of the Municipalities Act; and upon issuance of such an order the Developer shall cease all work on the improvements and subdivision. It is agreed that the Municipality may enforce such order in the manner and fashion as if there was a contravention of a bylaw or a permit under 364 of the Municipalities Act.

- 2.4 If both parties mutually agree that at least fifty percent (50%) of the Improvements required to be done by the Developers under this Agreement are completed to the satisfaction of the Municipality, the Developer may apply to the Municipality and the Municipality may agree to reduce the amount specified in part c) of clause 2.2 at a rate of twenty percent (20%) of the amount for every ten percent (10%) over fifty percent (50%) of the completed Improvements to a maximum reduction of ninety percent (90%) of the total estimated cost of the Improvements.
- 2.5 When the Municipality is satisfied that the Developers have completed all the Improvements required to be done by the Developers under this Agreement, and it is satisfied there are no outstanding claims or liens concerning any of the Improvements, the Municipality shall supply the Developers with a letter worded to that effect (*Certificate of Completion*), and the Municipality shall reduce the amount specified in part c) of clause 2.2 to ten percent (10%) of the total estimated cost of all the Improvements. The Municipality shall retain the remaining surety for a period of one (1) year from the date of the letter which shall be called a warranty period. Upon application by the Developers after the warranty period expires and if the Municipality is still satisfied with the completed Improvements, the Municipality shall assume all rights and responsibilities for the completed Improvements and, by letter, cancel the requirement for, or return, the remaining surety, and discharge the caveat registered pursuant to clause 1.7.
- 2.6 The Municipality may decide it is not satisfied that the Developers have met or will meet any of their obligations under this Agreement, and consider the Developers in default if the Developers:
- a) fail to supply and install any Improvements as, when and to the standards required under this Agreement; or
  - b) having commenced work, fail or neglect to proceed with reasonable speed; or
  - c) are not supplying material or undertaking construction or installations in a manner required by this Agreement.

The Municipality may declare a default upon giving seven (7) days written notice by prepaid registered mail to the Developers after which the Municipality may enter upon the "Land" and proceed to supply all materials and to do all the necessary works, including repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications in this Agreement, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay same upon demand. If the Developer fails to pay the Municipality within thirty (30) days of the date on the bill, the money owing may be obtained from the financial

institution who has issued the letter of credit. It is understood and agreed between the parties hereto, that such entry upon the "Land" shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of any Improvements by the Municipality. The Municipality, as it sees fit, may undertake other additional remedies to bring effect to this clause including to refuse to issue development or building permits until such services are completely installed in accordance with the requirements of the Municipality. The provisions of this clause shall not apply where failure to complete any Improvements results from labour disputes, strikes, lockouts, acts of God, or any cause of any kind that is beyond the control of the Developers.

### **3 Arbitration Provisions**

- 3.1 In the case of a dispute between the Parties hereto concerning any aspect of this Agreement including whether Improvements have been satisfactorily completed, either Party shall be entitled to give the other notice of such dispute and demand arbitration thereof. Within fourteen (14) days after such notice and demand have been given, each Party shall appoint an Arbitrator who shall jointly select a third. The Parties agree that the decision of any two of the Arbitrators shall be final and binding upon the Parties. The Arbitration Act of the Province of Saskatchewan shall apply to any arbitration hereunder, and the costs of arbitration shall be apportioned equally between the Parties.
- 3.2 If the two Arbitrators appointed by the Parties do not agree upon a third, or a Party who has been notified of a dispute fails to appoint an Arbitrator, then the third Arbitrator, or an Arbitrator to represent the Party who fails to appoint an Arbitrator, may be appointed by a Judge of the Court of Queen's Bench at the Judicial Centre of Regina upon application by either Party.

### **4 Municipal Responsibilities**

The Municipality agrees to the following provisions.

- 4.1 To inspect any completed Improvements within fourteen (14) days of a request to do so from the Developers and where there are no defects or deficiencies apparent at that time, the Municipality shall issue a letter to the Developers within seven (7) days of the next regular council meeting either:
- a) certifying that the inspected Improvements have been completed to the satisfaction of the Municipality; or
  - b) advising of any defects or deficiencies that require correction or remedial action.
- 4.2 To allow the Developers to enter onto any land owned or administered by the Municipality within the bounds of the "Land" or "Plan" so that the Developers may undertake and complete any Improvements or maintenance as needed.
- 4.3 To provide material, equipment and equipment operators that the Developers may request when mutually agreed to by both Parties.

## **5 Developers Responsibilities:**

Within one (1) year of the making of this agreement unless specified otherwise herein, the Developers agree to the following provisions at their expense.

- 5.1 Within two (2) years of the execution of this agreement, to have a plan of survey based on the Plan filed in the Land Surveys Directory and to have titles to all parcels shown on the Plan raised in the Saskatchewan Land Registry thereby vesting or dedicating any public highways or other public lands shown on the Plan along with all existing vegetation, trees and improvements thereon.
- 5.2 To not assign or transfer this Agreement or any part of this Agreement to any individual or corporation party without obtaining the prior written consent of the Municipality.
- 5.3 To clear, construct and grade all roads, streets and lanes shown on the Plan to the minimum standards specified in Schedule "B" annexed to this Agreement.
- 5.4 To design, supply, install, place, construct or improve to at least the minimum standards indicated, drainage ditches or channels and galvanized steel culverts as indicted on attached Schedule "C" which forms part of this Agreement.
- 5.5 To clear, grade and pave all walkways shown on the Plan and to install two (2) 20 centimetre (8 inch) diameter one meter high schedule 40 steel posts filled with cement and painted with epoxy paint either high visibility yellow or red, as the Town may require, at all street and lane intersections in order to exclude automobile traffic from the walkways. One post shall be removable for maintenance vehicles to access the walkways.
- 5.6 To supply and install acceptable street and traffic signs where and as indicated on Schedule "D" annexed to this Agreement.
- 5.7 To provide "as built" drawings or "drawings of record" to the Municipality upon the completion of service installation. "As-builts" shall represent the services as they have been installed and shall note any changes to the construction drawings as per the engineer's field notes.
- 5.8 Pursuant to section 2 hereof, to advise the Municipality in writing when Improvements have been completed and to allow the Municipality unrestricted access to the area, at any time, to inspect the Improvements.
- 5.9 To erect and place such barricades, lights or other protection of persons or property as will adequately protect the public or any person in the area, and will maintain the precautions during any construction.
- 5.10 To advise the Municipality in writing once any noted defects or deficiencies found during an inspection by the Municipality have been corrected and request re-inspection and approval thereof.

- 5.11 To keep in good repair and maintain all Improvements constructed while this Agreement is in effect on the understanding that maintenance is a continuous operation which must be carried out for each and every kind of work, and no release from liability of any kind will be given until all repairs or replacements required by the Municipality in its final inspection is made.
- 5.12 Once all Improvements are completed, to have a Saskatchewan Land Surveyor replace all survey markers, posts or pins destroyed or removed during construction of the Improvements after which the Surveyor shall confirm, in writing, that all lost survey monuments have been re-established.
- 5.13 To indemnify and save harmless the Municipality and the subdivision approving authority with respect to any action commenced against the Municipality or the approving authority resulting from any activity or occurrence within the "Land" or "Plan", other than with respect to those activities being conducted by the Municipality or approving authority.
- 5.14 To deposit with the Municipality an insurance policy from an insurer satisfactory to the Municipality and its Solicitor that shall insure the Municipality and the Developers against any liability that may arise out of the construction or installation of any work required pursuant to this Agreement. The insurance policy shall remain in force until one (1) year after acceptance of the Improvements by the Municipality. The Municipality shall specify the limits of liability of the insurer, which shall not be less than Two Million Dollars (\$2,000,000.00) inclusive, for public liability and property damage. The insurance policy shall include the name of the Municipality as one of the insured. The Developers shall pay the premium or premiums as required, and shall from time-to-time during the duration of this agreement, furnish the Municipality with satisfactory evidence that such insurance is in full force and effect, and that the premiums are paid.
- 5.15 To be responsible for providing or for arranging for the installation of all telecommunications, electrical, natural gas, and cable services including the provision of all utility, construction or other easements as may be required to provide the works.

IN WITNESS WHEREOF the Parties hereto have executed this agreement the day and year first above written.

\_\_\_\_\_  
Mayor

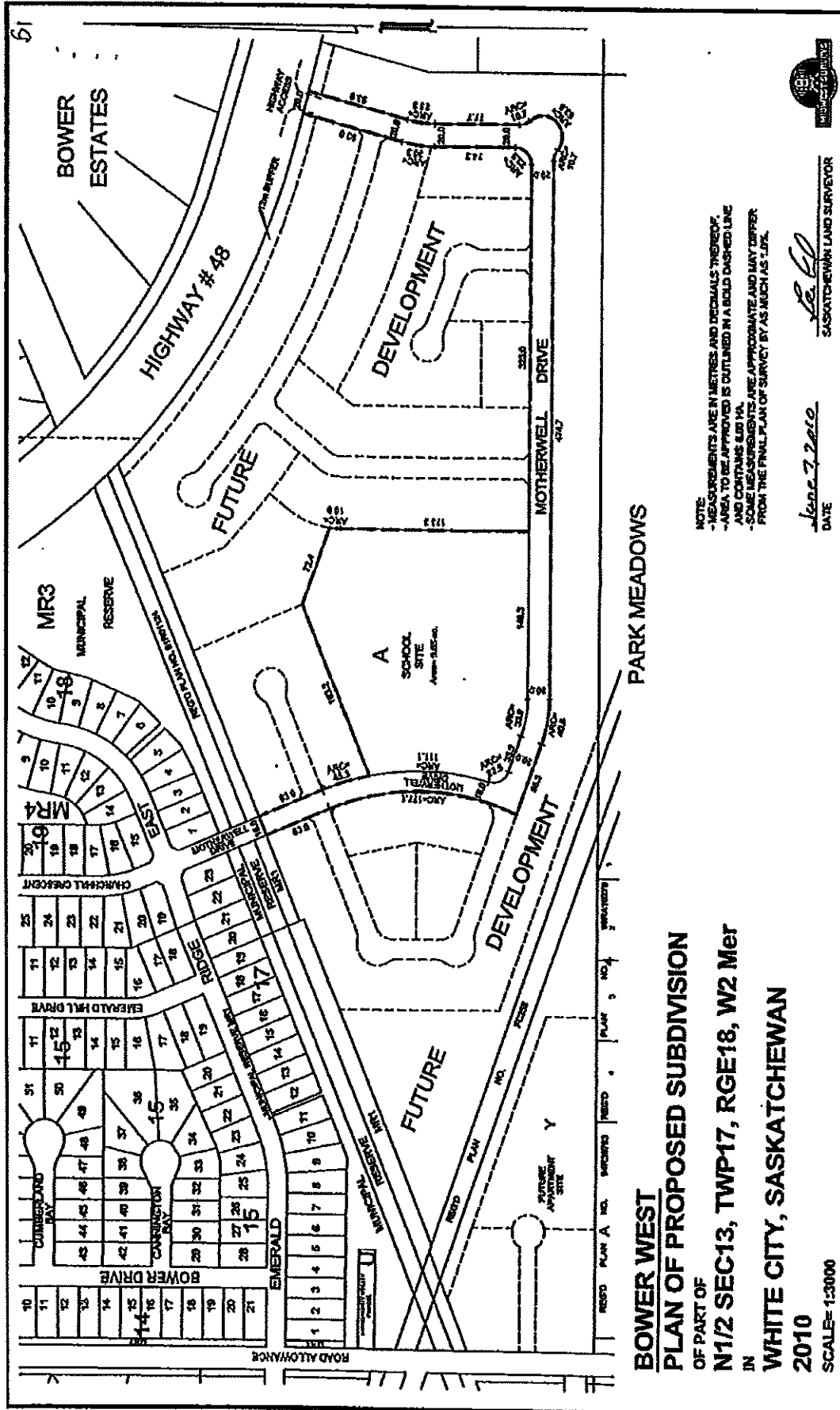
S E A L

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Witness or Company Seal  
{A Witness must complete  
a Witness Affidavit – see page 9}

Schedule "A" - Plan of Subdivision



**BOWER WEST**  
**PLAN OF PROPOSED SUBDIVISION**  
 OF PART OF  
**N1/2 SEC13, TWP17, RGE18, W2 Mer**  
 IN  
**WHITE CITY, SASKATCHEWAN**  
**2010**  
 SCALE= 1:30000

NOTE:  
 -MEASUREMENTS ARE IN METRES AND DECIMALS THEREOF.  
 -AREA TO BE APPROVED IS OUTLINED IN A BOLD DASHED LINE  
 -AND CONTAINS SUB NO.  
 -ALL MEASUREMENTS ARE APPROXIMATE AND MAY DIFFER  
 FROM THE FINAL PLAN OF SURVEY BY AS MUCH AS .01%.

DATE June 7, 2010  
 SASKATCHEWAN LAND SURVEYOR  
 R-0006-09

## **Schedule "B" - Road, Street and Lane Construction Standards**

The Developer shall be responsible for the following:

- a) to remove or cause to be removed from within the limits of all the roads, streets and lanes on the "Plan" any privately owned structures, trees, bush or brush, and to properly dispose of any resulting refuse in order that no waste material is left on the Land;
- b) to design, improve or grade all driving surfaces so that all the driving surfaces within the roads or streets on the "Plan" have a driving surface with a minimum width of 7 metres (23 feet) and the driving surfaces within lanes have a minimum width 5 metres (16.5 feet); with ditch depressions, no driveway culverts, and area drainage where necessary.
- c) to design, improve or grade all driving surfaces so that all surfaces have a 15.24 centimetre (6 inch) high crown evenly sloped to the outside edge of the driving surface where the Developer shall provide surface water run-off channels or ditches as may be required by the topography;
- d) to grade all ditch side and back slopes at to a horizontal to vertical ratio not steeper than 3:1;
- e) to remove all rocks and other debris from all slopes and ditches and to revegetate all slopes and ditches by seeding grass;
- f) Road structure to consist of 50mm asphalt concrete (Type 71), 150mm soil stabilized base course (Type 32 or 33), and sub-base course, for traffic structure. A Bituminous Prime, Tack and Flush Coat shall be applied. For heavy traffic, the base course and sub-base course may vary in thickness depending on soil classification.
- g) Final shaped subgrade to be compacted to 98% standard Proctor density. Compaction testing to be carried out by a geotechnical engineering firm.
- h) Each layer prior to the final 150mm layer to be compacted to 95% standard Proctor density.
- i) to have at least 5% clay (binder) in the top 15.24 centimetres (6 inches) under all driving surfaces;
- j) If pavement works don't proceed during the same year, apply interim traffic gravel to road surface.
- k) Maintain dust free surface material until pavement is constructed.
- l) to supply and install galvanized steel culverts at such sizes and locations given in Schedule "C" annexed to the Agreement.

- m) Sub-grade, sub-base course and base course densities shall be inspected and determined by the Developer's Engineer.
- n) For the concrete works, the cement shall be Type 10 Normal Portland Cement conforming to requirements of CSA Standard CAN/CSA-A5, with a minimum specified 28 – day compression strength of 32 mPa. The cement type shall be suitable for the conditions of installation. A mix design shall be submitted to the Engineer prior to beginning any concrete work. All testing prior to and during placement of concrete shall be inspected by the Engineer.
- o) During asphalt concrete mixing and placement, control testing mix design, and density testing shall be carried out under the jurisdiction of the Developer's Engineer.

### **Schedule "C" - Drainage Improvements and Culvert Locations**

This schedule may be a copy of the plan of proposed subdivision on which are sketched: arrows representing drainage pattern flows, ditch dimensions and routes, grades, and culvert types, sizes and locations. The municipal engineer should supply details.

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**Schedule "D" - Street and Traffic Signs Locations**

This may be a copy of the plan of proposed subdivision on which are sketched the required sign types and locations.

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## Schedule "E" - Water and Sewer Specifications

### 1. Water Main and Appurtenances

#### Pipe

150mm dia. Polyvinyl chloride (PVC). Class 150 SDR 18 conforming to AWWA C900 and CSA B 137.3.

#### Fittings

Tees, bends, and plugs of polyvinyl chloride (PVC), Class 150, CSA 137.3, compatible with AWWA C900 PVC pipe.

#### Couplings

Robar or equal nylon coated with stainless steel nuts and bolts. Coupling to be wrapped with 6 mil polyethylene film or Denso past and tape.

#### Valves

Resilient seat gate valves conforming to AWWA C509, epoxy coated interior, asphalt enamel exterior coating, non-rising stem, counter clockwise rotation opening, ends to suit pipe, stainless steel bolting, and a 50 mm municipal operation nut. Mueller A 2360 or approved equal.

Adjustable cast iron or PVC-cast iron to suit burial complete with hood, top section with separate lid, stone disc and rod with 50 mm wrench nut.

#### Hydrants

Dry-barrel compression type with 1 3/4" pentagon operating nut and nozzle cap nuts that open counter-clockwise conforming to AWWA C502. Hydrants to have safety stem and coupling, main valve minimum diameter 133 mm, epoxy coating in boot, stainless steel bottom bolting, bell inlet for AWWA C900 PVC pipe, drain, operating thread (permanent) lubrication. Hose nozzles to be 3 17/64: OD 6 TPI.

Colour to be teem green or fluorescent green above grade. Mueller Modern Centurion A442 or approved equal.

#### Construction

- Concrete for thrust blocking shall be Type 50 sulphate resistant cement and 20mPa at valves, tees, bends, etc.

- Anchors and strapping shall be provided at valves and fittings as required.
- Minimum cover from finished surface to crown of pipe shall be 2.7 meters.
- Bedding sand shall be placed prior to pipe installation.
- Pipe interiors, fittings, etc. Shall be free of dirt, debris and foreign material.
- All water mains shall be disinfected to meet AWWA specifications.
- Pressure/leakage test shall be carried out at pipe class designation pressure and maintained for one (1) hour. (add excerpt from specifications...Roger to send)
- All water main trenches are to be compacted to 95% standard Proctor density within the road structure **unless there is a freeze and a thaw period before construction of the road is initiated.** Compaction testing to be carried out by a geotechnical engineering firm.

## 2. Sewer Mains and Manholes

### Pipe

Polyvinyl chloride (PVC) sewer pipe, SDR35, conforming to ASTM D3034 and CSA 182.2 bell and spigot type with gaskets for gravity main. Minimum size 200mm.

### Fittings

PVC with rubber gasket joints conforming to ASTM and CSA 182 to suit sewer main.

### Manholes

1050mm diameter, complete with base and rungs, ASTM Specification C478.

Portland sulphate resistant Type 50 cement conforming to CSA CAN 3-A5-M Standard.

Covers and frames shall be **Norwood Foundry Model F-39 or approved equal**, conforming to ASTM A27, Grade 70.36.

Manhole steps shall be 19mm diameter, hot dipped galvanized billet steel safety rungs.

Manhole joints shall be made watertight using mortar, and precast bases shall be a minimum of 20.7 mPa concrete.

Manhole spacing not to exceed 120m.

### Construction

Bedding sand shall be placed prior to pipe installation.

Minimum bury shall be 2.7m and 2.3m at crossings with other infrastructure.

Gravity sewer system shall be installed to grade and elevations specified.

Perform pressure/leakage tests for gravity system.

All sewer main trenches are to be compacted to 95% standard Proctor density within the road structure unless there is a freeze and a thaw period before construction of the road is initiated. Compaction testing to be carried out by a geotechnical engineering firm.

## **3. Building Services**

### Water Pipe

20mm, copper type K 1.1 mPa pressure class conforming to CSA MC66, together with a curb stop terminated at the property line.

38mm, high density polyethylene, 1.1 mPa pressure class conforming to AWWA, CSA 137.7, complete with plastic inserts for compression fittings.

### Unions

Standard brass compression type suitable for size and type of pipe. Mueller or Ford.

### Stops

Main stops to be standard brass corporation stop with Mueller topping thread and compression type joint suitable for size and type of pipe Mueller H-15008 or approved equal.

Curb stops to be standard brass with drain with compression type joints. Mueller Mark II Oriseal H15219 or approved equal.

Valve box and extension to be Schedule 40 iron pipe, Mueller A714 or equal, complete with Mueller A808 or equal lid to suit depth requirements. Steel rod and cotter pin to be stainless steel.

### Sewer Pipe

Gravity sewer system to be polyvinyl chloride (PVC) 150mm diameter sewer pipe, unless otherwise approved, **SDR35** conforming to CSA B182.1, bell and spigot ends with rubber gasket joints. The connections shall be PVC tee wye, wye branch tee, or saddle connections conforming to CSA 182.1.

### Construction

For water service installation, install corporation cocks in the upper half of the water main at a 45 degree angle and provide goose neck. Leave all main stops open before backfilling.

For gravity sewer service installation, lay sewer pipe according to manufacturer's instructions and at a minimum grade of 1.0% for 150mm pipe and 2.0% for 100mm pipe.

Gravity sewer service and water service installed in a common trench shall have a horizontal separation of 300mm between services and the water service must be above the sewer service. The domestic sewer pipe shall be located in the centre and the water pipe on the right side within the trench, as seen when facing the building.

Backflow prevention devices shall be installed at the building drain.

All service trenches are to be compacted to 95% standard Proctor density within road structure **unless there is a freeze and a thaw period before construction of the road is initiated**. Compaction testing to be carried out by a geotechnical engineering firm.

## Witness Affidavit

I, \_\_\_\_\_, of \_\_\_\_\_, Saskatchewan, make oath and say  
{Print name and address of Witness}

1. That I was personally present and did see \_\_\_\_\_, the Developer named above, who is personally known to me to be the person named herein, duly sign and execute the said agreement for the purposes named therein;
2. That the said agreement was executed in the \_\_\_\_\_ of \_\_\_\_\_ in the Province of Saskatchewan and that I am the subscribing witness thereto; and
3. That I know the said \_\_\_\_\_ who is, in my belief, at least eighteen years of age or more.

Sworn before me at the  
\_\_\_\_\_ of \_\_\_\_\_  
in the Province of Saskatchewan,  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
A Commissioner for Oaths in and for  
the Province of Saskatchewan  
My commission expires \_\_\_\_\_.