

**HIGHWAY 41 WATER UTILITY  
BYLAW - 03/2008**

**A Bylaw of the Highway 41 Water Utility (the "Utility") to provide for Bylaw No.03/2008, authorizing  
Water Pipeline Subdivision Connection Agreements between the Utility and Residential Subdivision  
Developers**

**WHEREAS:**

- A. The Utility has been constituted by municipal bylaw for the purposes of enabling the construction and operation of a distribution system (the "**Distribution System**") to provide potable water for public consumption, benefit and convenience.
- B. Numerous subdivision developers (the "Developer") own lands in the Utility's service area and desire that their lands be connected to the Distribution System.
- C. The board of the Utility has determined that it is desirable to enter into water pipeline subdivision connection agreements (the "Water Pipeline Subdivision Connection Agreements") in the form of the attached Schedule "A" with Developers setting forth terms and conditions governing connection to the Distribution System and payment for the connection.

NOW THEREFORE the board of the Utility enacts as follows:

**1. APPROVAL OF AGREEMENT**

The Water Pipeline Subdivision Connection Agreement is hereby approved and ratified.

**2. EXECUTION OF AGREEMENTS**

The Chairman of the Utility and the Administrator are hereby authorized and empowered for and on behalf of the Utility to execute and deliver, under the corporate seal or otherwise, Water Pipeline Subdivision Connection Agreements with Developers.

**3. EFFECTIVE DATE**

This Bylaw becomes effective the 21<sup>st</sup> day of August, 2008.

Signed and sealed by the Highway 41 Water Utility the 21<sup>st</sup> day of August, 2008.

\_\_\_\_\_  
Chairperson

*Seal*

\_\_\_\_\_  
Administrator

**Schedule "A"**  
**Form of Water Pipeline Subdivision Connection Agreement**

**WATER PIPELINE SUBDIVISION CONNECTION AGREEMENT**  
**(Developer – All lots in Subdivision Owned by Developer)**

**BETWEEN:**

**HIGHWAY 41 WATER UTILITY**  
(the "Utility")

**AND:**

**Name**  
(the "Developer")

**WHEREAS:**

- A. The Utility has been constituted by municipal bylaw for the purposes of enabling the construction and operation of a distribution system (the "**Distribution System**") to provide potable water for public consumption, benefit, convenience.
- B. The Developer is the registered owner of the Lands described in Schedule "A".
- C. The Developer proposes to subdivide the Lands for the purposes of creating a country residential subdivision.
- D. The Developer intends to sell the Lots created by way of subdivision.
- E. The Developer has caused to be prepared a Proposed Plan of Subdivision, appended as Schedule "B".
- F. The Developer has applied to the RM and to Saskatchewan Municipal Affairs for approval of the Proposed Plan of Subdivision.
- G. It is contemplated that there will be ♦ Lots in the Subdivision.
- H. The Developer has entered into an agreement with the RM respecting the supply of services to the Subdivision and it is a requirement of the Servicing Agreement that the Developer enter into an agreement with the Utility respecting the supply of potable water to the Subdivision upon completion of the SaskWater Facility.

**NOW THEREFORE** in consideration of the mutual promises given in this Agreement, the Parties agree as follows:

**A. Definitions and Interpretation**

- 1. In this Agreement, the terms set forth below shall have the following meanings.
  - (a) "**Actual Connection Costs**" shall mean Estimated Connection Costs minus the Cost Adjustment;

- (b) **“Connections”** shall mean the number of subscribers to the Utility pursuant to water pipeline connection agreements between the Utility and with landowners or lessees and the number of lots in subdivisions to be serviced by the Utility pursuant to water pipeline connection agreements between the Utility and developers of or lot owners in subdivisions. At the present time, it is estimated that there will be 300 Connections;
- (c) **“Cost Adjustment”** shall mean the amount, if any, on a per Connection basis calculated in accordance with Section 21 herein;
- (d) **“Curb-Stop”** shall mean the location of the on-off valve for the connection of the service for the delivery of potable water from the Distribution System to the Delivery Works, to be situated on lands, just off the property line of each Lot, which are to dedicated as public roads or a road allowance upon the completion of the Subdivision;
- (e) **“Developer”** shall include any successors in interest, including a purchaser of any Lot from and permitted assigns of ♦;
- (f) **“Delivery Works”** shall mean the underground water supply pipeline from the Curb-Stop to the Water Meter installed in the Improvement constructed on a Lot or to be constructed or on a Lot;
- (g) **“Distribution System”** means the entire water distribution system to be constructed and operated by the Utility that is connected to the SaskWater Facility, including the main lines to be constructed and installed in the Subdivision pursuant to this Agreement, but for greater certainty does not include the Delivery Works;
- (h) **“Estimated Connection Cost”** shall be the costs on a per Connection basis referenced in Section 18 of this Agreement;
- (i) **“Improvement”** shall mean a residential dwelling house or any other improvement constructed on a Lot;
- (j) **“Lands”** shall mean the lands referenced in Schedule “A”;
- (k) **“Lot”** shall mean a subdivided lot, created in accordance with the Plan of Subdivision;
- (l) **“Lot Owner”** is any person who owns a Lot, and any person who leases a Lot from the registered owner thereof. Without limiting the generality of the foregoing, the term “Lot Owner” includes the Developer so long as the Developer owns or is lessee of any Lot;
- (m) **“Lot Sale Agreement”** shall mean an agreement between the Developer, as vendor, and a Lot Owner, as purchaser, providing the terms and conditions of the sale of the Lot by the Developer to the Lot Owner;
- (n) **“Party”** means any individual or entity from time to time who is a party to this Agreement;
- (o) **“Plan of Subdivision”** shall mean the final plan of subdivision, agreed to in writing by the RM and the Developer, and as registered under the Saskatchewan Land Titles System;
- (p) **“Proposed Plan of Subdivision”** shall mean the proposed plan of subdivision referenced in any services agreement between the Developer and the RM or, as may have been otherwise agreed to by the RM;

- (q) “**RM**” means the Rural Municipality of ♦ No. ♦;
  - (r) “**SaskWater**” means the Saskatchewan Water Corporation;
  - (s) “**SaskWater Facility**” shall mean the contemplated water supply facility expected to be constructed by Saskatchewan Water Corporation along Highway 41 in order to supply potable water to the Highway 41 Water Utility;
  - (t) “**Subdivision**” shall mean, in the aggregate, all of the Lots subdivided from the Lands, and all roadways and municipal reserve dedicated pursuant to the Plan of Subdivision. For the sake of clarity, the term “Subdivision” may be used interchangeably with the term “Lands”;
  - (u) “**Total Net Construction Costs**” shall mean the total net construction costs certified and determined in accordance with Section 21 herein; and
  - (v) “**Water Meter**” shall mean the water meter installed or to be installed in the Improvement constructed or to be constructed on each Lot, being the connecting point from the Delivery Works to the Improvement.
2. In this Agreement and its attached schedules, unless there is something in the subject matter or context inconsistent with the same:
- (a) The singular includes the plural and the plural includes the singular;
  - (b) A reference to any statute extends to and includes any amendment or re-enactment of such statute;
  - (c) This Agreement (excluding the schedules), overrides the schedules; and
  - (d) The masculine includes the feminine.
3. There are no warranties, collateral warranties, representations or other agreements between the Parties in connection with the subject matter except as specifically set out in this Agreement. No supplement, modification, waiver or termination of this Agreement is binding unless signed in writing by the Party to be bound.

**B. Conditions Precedent**

4. This Agreement is subject to the following conditions precedent, which conditions shall be satisfied, removed or waived within a reasonable period of time:
- (a) SaskWater entering into an agreement with the City of Saskatoon to supply water to SaskWater to be delivered through the SaskWater Facility to the Utility;
  - (b) The Utility entering into an agreement (the “SaskWater WSA”) with SaskWater on terms and conditions satisfactory to the Utility for the construction of the SaskWater Facility;
  - (c) The Town of Aberdeen entering into an agreement with SaskWater on terms and conditions similar to the SaskWater WSA;

- (d) The Utility entering into an agreement with a contractor or contractors to construct the Distribution System on terms and conditions satisfactory to the Utility;
  - (e) The Utility obtaining financing on terms and conditions satisfactory to the Utility for the construction of the Distribution System by the Utility;
  - (f) The Utility obtaining a grant in the amount of \$1,000,000.00 from the Canada-Saskatchewan water supply program; and
  - (g) A sufficient number of persons, which number shall be to the complete satisfaction and at the sole discretion of the Utility to determine, in the Utility's service area, entering into connection agreements to become connected to the Distribution System and water supply agreements with the Utility.
5. The conditions mentioned in Section 4 above are inserted for the exclusive benefit of the Utility and may only be waived in whole or in part by the Utility at any time. The Developer acknowledges that the waiver by the Utility of any condition shall constitute a waiver only of such condition or such part of such condition, as the case may be, and shall not constitute a waiver of any covenant, agreement, representation or warranty made by the Developer. If any of the conditions contained in Section 4 hereof are not fulfilled or complied with as herein provided, the Utility, may, at its option, rescind this Agreement by notice in writing to the Developer and in such event the Utility shall be released from all obligations hereunder and Developer shall also be released from all obligations hereunder.

**C. Installation of Distribution System to Curb-Stops, Installation of Delivery Works from Curb-Stops to Water Meters, Connection to Curb-Stop**

- 6. The Developer hereby represents and warrants that the Developer is the legal and beneficial owner of the Lands and that there are no other persons interested in ownership or entitled to an ownership interest in the Lands.
- 7. Provided that the Developer shall be in compliance with the terms of this and any other agreement between the Developer and the Utility, in accordance with the terms of this Agreement, the Utility shall construct or shall construct an addition to the Distribution System so as to render the Distribution System capable of delivering potable water supplied by SaskWater from the SaskWater Facility to the Subdivision up to the Curb-Stop of each Lot.
- 8. The main lines of that portion of the Distribution System situated in the Subdivision shall be installed and constructed on or under lands which shall be dedicated as public roads or a road allowance upon the completion of the Subdivision.
- 9. At all times, the Utility shall be the owner of the Distribution System including that portion of the Distribution System installed or constructed or to be installed or constructed in the Subdivision.
- 10. The Lot Owner shall be the owner of the Delivery Works and shall be responsible for the cost of the construction, installation, repair and maintenance of the Delivery Works; provided, however, that any work done on the Delivery Works shall be done under the supervision of and to the specifications of the Utility and by contractors that have been approved in writing by the Utility.
- 11. No person other than the Utility or its authorized agent shall connect, disconnect or reconnect the Delivery Works to the Distribution System. The Lot Owner shall be

responsible for covering the expenses of the Utility in relation to any work connecting, disconnecting or reconnecting the Delivery Works to the Distribution System.

12. Subject to the terms and conditions of this Agreement, the Utility and Developer acknowledge and agree as follows:

(a) The Developer shall allow the Utility and its respective employees, agents, licensees, successors and assigns the right of access to the Subdivision with the necessary vehicles and equipment, for the purpose of constructing and installing the Distribution System on, over, under or across the Lands, and pending the dedication of that portion of the Lands on, over, under which the Distribution System is installed and constructed as public roads or road allowance upon the completion of the Subdivision, the Utility shall have an easement with the right of ingress and egress over the Lands, including any Lot, to the extent reasonably required in order to be able to construct and install the Distribution System, to have access thereto once installed, and to connect the Distribution System to any Delivery Works.

The Developer shall not erect or place any fence, buildings or structure of any kind, nor pile or place any stones, rock, dirt, rubbish or any other thing including trees or shrubs on or over the pipeline or within 5 meters of any portion of the Distribution System. Prior to undertaking any construction, excavation, deposit or planting, the Developer shall be responsible for locating the pipeline location (with the assistance of the Utility) so as to ensure that the Developer complies with the foregoing requirement of this Agreement.

(b) The Lot Owner shall install and maintain or cause to be installed and maintained a sewage disposal system on each Lot in the Subdivision which satisfactorily complies with all applicable legislation and regulations thereunder;

(c) The Developer or Lot Owner, as applicable, shall not re-supply any portion of the water supplied to the Subdivision by the Utility to any other person;

(d) The Developer shall not amend the Proposed Plan of Subdivision without the prior written consent of the Utility; and

(e) The Developer or the Lot Owner, as applicable, shall be bound by the Bylaw creating the Utility, the Bylaws of the Utility and any rules and regulations and resolutions of the Board of the Utility, as may be created or amended from time to time.

**D. Utility to be Exclusive Supplier of Potable Water**

13. The Utility shall, upon completion of the SaskWater Facility and the connection of the Distribution System to the SaskWater Facility, be the exclusive supplier of potable water to the Subdivision. A condition of the Utility supplying water to any Lot in the Subdivision shall be that a Lot Owner shall enter into a water supply agreement with the Utility in such form that the Utility may determine from time to time.

**E. Distribution System Standards**

14. The Utility shall construct the Distribution System to supply water with a designed minimum consumption to each Lot of 720 imperial gallons per day.

15. Notwithstanding the foregoing, it is understood and agreed that the Utility does not guarantee:
  - (a) Quantity of water;
  - (b) Quality of water;
  - (c) Pressure; or
  - (d) An uninterrupted supply of water.

and the Developer acknowledges that the supply of water will be subject to disruptions of service and must agree to conform to restrictions of water supply required by the operations of the Utility, imposed by the Utility, or imposed by SaskWater Corporation.

#### **F. Commencement of Construction**

16. Construction of the Distribution System shall commence by approximately July 15, 2008 , and shall be complete by approximately December 31, 2008. The Utility shall have complete discretion as to the manner in which the Distribution System shall be constructed and the order in which Lots in the Subdivision shall be connected to the Distribution System.

#### **G. Payment of Estimated Connection Costs and Cost Adjustment**

17. In consideration of the capital cost associated with construction of the Distribution System, and the benefit derived by the Developer from that cost, the Developer agrees to pay the Estimated Connection Cost prior to the commencement of construction of the Distribution System in accordance with Section 19 herein provided that upon the completion of the Distribution System, the Developer may be refunded a Cost Adjustment calculated in accordance with Section 21 herein.
18. At the time of the making of this Agreement, the Estimated Connection Cost is \$14,500 per Lot for total Estimated Connection Costs for the ♦ Lots in the Subdivision in the total amount of \$♦; provided that if the number of Lots increases, the total amount paid shall increase correspondingly. It is understood and acknowledged that this is an estimate only; however, the Utility does not contemplate that the Actual Connection Costs will exceed this sum.
19. The Developer shall be required to pay to the Utility the Estimated Connection Cost per Lot as follows:
  - (a) The Developer shall pay to the Utility the sum of \$500 per Lot, for a total amount of \$♦ upon signing this agreement;
  - (b) The Developer shall pay the sum of \$7,000.00 per Lot in cash forthwith upon the Utility notifying the Developer that the Distribution System design is complete, and that the Utility intends to commence construction; and
  - (c) The Developer shall pay the sum of \$7,000.00 per Lot in cash forthwith upon the Utility notifying the Developer that the Distribution System is substantially complete (in the discretion of the Utility) or that the portion of the Distribution System capable of delivering Water to the Subdivision is substantially complete (in the discretion of the Utility); provided that SaskWater is prepared to deliver Water to the Utility.

20. The Developer shall be responsible for payment of any taxes that may be exigible on the Actual Connection Cost. In the event that the Developer sells, transfers or otherwise disposes of all of the Lands, the balance of any monies owing by the Developer to the Utility shall immediately become due and payable notwithstanding that the Distribution System is not substantially completed. In the event that the Developer, sells, transfers or otherwise disposes of a Lot, the balance of any monies owing by the Developer to the Utility with respect to that Lot shall immediately become due and payable notwithstanding that the Distribution System is not substantially completed. In the event that the Utility shall determine that it is unable to provide a connection to each Lot in the Subdivision for an amount equal to or less than the Estimated Connection Cost, then in such event:
- (a) The parties may agree in writing to amend the Estimated Connection Cost as set out in this Agreement; or
  - (b) If no such agreement is made, the Utility may refund all sums paid by the Developer pursuant to this Agreement except for the non-refundable deposit, and the obligations of the Utility under this Agreement shall be at an end.
21. Within a reasonable period of time after the completion of the Distribution System (as determined by the Utility in its sole discretion), the Utility shall determine and certify the amount of the Cost Adjustment as follows:
- (a) The Board of the Utility shall determine and certify the total revenues received for the construction of the Distribution System (the "**Total Construction Revenues**") and for such purpose shall include all monies collected by or payable to the Utility from rural subscribers and from all developers pursuant to water pipeline connection agreements;
  - (b) The Board of the Utility shall determine and certify the total net costs of constructing the Distribution System (the "**Total Net Construction Costs**"), which amount shall be determined in the following manner:
    - (i) The Board shall determine and certify the aggregate costs (the "**Total Aggregate Costs**") of the Utility associated with organizing the Utility and constructing the Distribution System which will include:
      - (A) The initial organizing costs of the Utility;
      - (B) All design engineering and legal costs;
      - (C) All costs associated with developing specifications for construction and tendering the construction contract;
      - (D) All costs associated with construction supervision;
      - (E) All costs associated with contracts entered into with SaskWater Corporation, PFRA, the City of Saskatoon, Developers and with any other person or entity;
      - (F) The costs associated with obtaining easements and permissions from government, municipal government and individuals;
      - (G) The costs associated with obtaining and drawing upon financing for the purposes of construction and costs associated with any capital borrowing required for the purposes of constructing the Distribution System;



- (H) Any other costs reasonably attributed to the construction of the Distribution System;
  - (ii) The Board shall determine and certify the total financial assistance (the “**Total Financial Assistance**”) in constructing the Distribution System from any external source, such as government or other grants; and
  - (iii) Total Net Construction Costs shall be the Total Aggregate Costs minus Total Financial Assistance.
- (c) The Board shall determine and certify the total number of Connections.
- (d) The Cost Adjustment, if any, shall be determined in accordance with the following formula:

$$\text{Cost Adjustment} = (\text{Total Construction Revenues} - \text{Total Net Construction Costs}) / \text{Connections}$$

22. Provided that the Cost Adjustment is an amount greater than \$0, the Utility shall refund to the Developer, an amount equal to the Cost Adjustment for each Lot in the Subdivision. For greater certainty, in the event that the Cost Adjustment is an amount that is less than \$0, the Developer shall not be required to make any payment to the Utility. For greater certainty, notwithstanding that the Utility is delivering Water to the Subdivision, that shall not necessarily constitute completion of the Distribution System. The Developer acknowledges and agrees that the construction of the Distribution System may proceed in phases and that it is only after completion of the construction of all phases of the Distribution System as presently planned by the Utility that the Utility shall determine whether any Cost Adjustment is payable to the Developer.

#### **H. Unpaid Amounts Protected by Lien**

23. The Developer understands and acknowledges that any amounts payable to the Utility (including any deferred payments on account of Connection Costs) are a lien against the Lands and any buildings located thereon, and are a charge on any goods of the Developer pursuant to the provisions of section 31 of The Municipalities Act.
24. The Developer further acknowledges that any such lien is in priority to the interests of any person other than the Crown, and that any sums owing may be levied and collected in any way as taxes may be recoverable, including but not being limited to legal action, proceedings against the title to the land and distress and sale of personal property.
25. The Developer further agrees that the Developer’s obligations to the Utility run with the land and the Utility may, in its sole discretion, register a copy of this Agreement against the title or titles to the Lands in which case the costs of registration shall be added to and form part of the sums owing to the Utility by the Developer under the terms of this Agreement.
26. The Developer shall develop a form of Lot Sale Agreement which shall reference this Agreement and that the Lot Owner shall have obligations or assume certain of the obligations of the Developer hereunder, including, without limiting the generality of the foregoing, obligations under Sections 10, 11, 12(b), 12(c) and 12(d). Prior to entering into any Lot Sale Agreement, the Developer shall submit the form of the proposed agreement to the Utility for approval. The Utility shall use its best efforts to review the form of the Lot Sale Agreement within 30 days and upon completion of such review shall either approve of same or request changes. In the event that changes are requested, a revised form of Lot Sale Agreement shall be resubmitted to the Utility for approval. The Developer shall use only the

approved form of Lot Sale Agreement with any prospective purchaser for the purchase and sale of a Lot owned by the Developer.

**I. Force Majeure and Essence of Time**

27. The Parties understand and agree that there are a number of uncertainties which arise in a project of this nature and that the Utility will be using its best efforts to perform its obligations under this Agreement. The Utility is accordingly excused from exact compliance with the terms of this agreement, where the departure is reasonable in the circumstances.
28. Without limiting the generality of the foregoing, if the Utility's ability to construct the Distribution System or otherwise comply with the terms of this Agreement shall be curtailed or limited, directly or indirectly, by act of God, act of public enemy, acts of governmental bodies (other than the Utility itself) or agencies foreign or domestic, sabotage, riot, fire, floods, typhoons, explosions or other catastrophes, epidemics or quarantine restrictions, labour unrest or labour shortages, accident, freight embargoes, delays occasioned by carriers or delays of a supplier of the Utility or because of any other causes beyond the Utility's control, in whole or in part, the failure of the Utility to comply with the terms of this Agreement, shall not constitute a breach or failure of performance under this agreement for the period of time occasioned by any such occurrence.
29. The Developer understands and acknowledges the scale of the undertaking of the Utility and the fact that it is being undertaken by way of volunteer work, and therefore agrees that notwithstanding the foregoing indulgences granted to the Utility, as regards the obligations of the Developer under this Agreement, time is of the essence.

**J. General**

30. Assignment of Agreement: The rights of the Developer under this Agreement are personal and may not be assigned without the permission of the Utility, which permission may be unreasonably withheld.
31. Further Acts: The Parties shall from time to time and at all times do such further acts and things and execute all such further documents and instruments as may be reasonably required in order to carry out and implement the true intent and meaning of this Agreement.
32. Severability: Each of the covenants, provisions, articles, sections, and other subdivisions hereof is severable from every other covenant, provision, article, section, and subdivision; and the invalidity or unenforceability of any one or more covenants, provisions, articles, sections, or subdivisions of this Agreement shall not affect the validity or enforceability of the remaining covenants, provisions, articles, sections, and subdivisions hereof.
33. Enurement of Benefit: This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

**IN WITNESS WHEREOF** the Utility has affixed its seal duly attested to by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**HIGHWAY 41 WATER UTILITY**

(c.s.)

Per: \_\_\_\_\_

Per: \_\_\_\_\_

I/We have authority to bind the Corporation.

**IN WITNESS WHEREOF** the Developer has affixed its seal duly attested to by its proper officers,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008

◆Name of Developer◆

Per: \_\_\_\_\_

(c.s.)

Per: \_\_\_\_\_

I/We have authority to bind the Corporation.

**CONSENT OF NON-OWNING SPOUSE**

I, \_\_\_\_\_, non-owning spouse of \_\_\_\_\_ consent to the above/attached disposition. I declare that I have signed this consent for the purpose of relinquishing all of my homestead rights in the property described in the above/attached disposition in favour of the Highway 41 Water Utility to the extent necessary to give effect to this easement and/or mortgage.

\_\_\_\_\_

Signature of Non-owning Spouse

**CERTIFICATE OF ACKNOWLEDGEMENT**

I, \_\_\_\_\_, \_\_\_\_\_, certify \_\_\_\_\_ (indicate capacity) that I have examined \_\_\_\_\_, non-owning spouse of

\_\_\_\_\_, the owning spouse in the above Easement and/or Mortgage, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
- b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached Easement and/or Mortgage and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

\_\_\_\_\_  
Signature

**HOMESTEAD AFFIDAVIT**

I, \_\_\_\_\_, of \_\_\_\_\_, make oath and say that:

- 1. I am the/a Mortgager and/or Transferor.
- 2. An Order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).
- 2. I have no spouse.
- 2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our spousal relationship.
- 2. My spouse is a registered owner of the land that is the subject of this disposition and a co-signator of this disposition.
- 2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.

SWORN before me \_\_\_\_\_ )

In the Province of Saskatchewan on this \_\_\_\_\_ )

day of \_\_\_\_\_, 2008. )

)

\_\_\_\_\_ )

\_\_\_\_\_

A COMMISSIONER FOR OATHS in and for the

Witness

Province of Saskatchewan;

My Commission expires: \_\_\_\_\_

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of Saskatchewan, make oath and say:

THAT I was personally present and did see ♦ and ♦ named in the within instrument who is or are, as the case may be, personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein;

THAT the same was executed at \_\_\_\_\_, in the Province of Saskatchewan, and that I am a subscribing witness thereto:

THAT I know the said \_\_\_\_\_ and \_\_\_\_\_ and is or are, as the case may be, in my belief, eighteen years of age or more.

SWORN before me at \_\_\_\_\_ )  
In the Province of Saskatchewan on this \_\_\_\_\_ )  
day of \_\_\_\_\_ 2008. )

\_\_\_\_\_ ) \_\_\_\_\_

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan;

My Commission expires: \_\_\_\_\_

Ob being a Solicitor

Schedule "A"

Full Legal Name of Developer:

Mailing Address of Developer:

Legal Land Location to be Connected:

Surface Parcel #

Reference Land Description:

As described on Certificate of Title

**SCHEDULE "B"**  
**Proposed Plan of Subdivision**