

Albert for one-bedroom, two-bedroom, and three or more bedroom units respectively; or,

- ii) The maximum rental rate as defined by the Saskatchewan Housing Corporation (SHC) or CMHC, whichever is the primary funding provider.

- b) “Property” means the land and improvements legally described as:

Civic Address: 354 6th Street East

Legal Land Description: Lots 1-4, Block/Parcel 37
Plan No. B765, Ext 66-68, 70

- c) “Service Charges” include the following services provided by the City for a direct charge or user fee payable by the party to whom the services are provided:

- i) The supply of water;
- ii) The disposal of sewage; and
- iii) Custom work orders.

- d) “Term” means a period of fifteen (15) years starting on the date this Agreement is executed by both parties.

2. MUNICIPAL INCENTIVE

- 2.1 In consideration of the mutual covenants and agreements between the Parties as herein set out, the City has agreed to provide the Developer a one-time capital payment of \$_____ (herein referred to as the “Funding”) to be distributed on the date of execution of this agreement. The Developer agrees that the payment of the Funding shall constitute a debt due and owing and repayable by the Developer to the City, which repayment shall be subject to and governed by clause 4.3 hereof.

3. CONDITIONS

- 3.1 Those units for which Funding is being provided for under this Agreement shall be maintained as rental units by the Developer for the entirety of the Term.
- 3.2 The Developer shall rent the units for which Funding is being provided at a rental rate that shall not exceed the Maximum Rental Rate for the entirety of the Term.
- 3.3 The Developer must notify the City in writing if the Developer intends to sell the Property (terminate the agreement) prior to the completion of the Term. In this case, clause 4.1(a) of this agreement shall apply.
- 3.4 The executed agreement shall be registered as an interest on the subject parcel. The interest may be discharged upon expiry of the Term, or if the agreement is terminated as per Section 4 of this agreement.
- 3.5 The Developer shall comply with all relevant policies, bylaws acts and legislation.

4. TERMINATION

- 4.1 In the event of the following, the City may terminate the Agreement and the Developer shall repay the funding provided by the City in an amount based on the pro-rata formula set out in clause 4.3 hereof for the portion of time remaining in the Term of the Agreement, specifically:
 - a) if the Property is sold prior to the completion of the Term of the Agreement, unless the City agrees in writing to the assignment of this Agreement to the new owner;
 - b) if the Developer:
 - i) becomes bankrupt or insolvent or is so adjudged;
 - ii) becomes subject to the provisions of any provincial or federal legislation for the benefit of creditors, or the Owner's goods and chattels are liable to seizure; or
 - iii) makes a general assignment for the benefit of creditors or otherwise acknowledges personal insolvency;

- c) if property taxes and/or Service Charges respecting the property fall into arrears;
- d) if the units for which funding is being provided are rented at a rate above the established Maximum Rental Rate;
- e) if the units cease to be maintained as rental units; or
- f) if the Developer is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, *the National Building Code of Canada* or any municipal bylaw in respect to the Property.

4.2 If the Agreement is to be terminated in accordance with clause 4.1(b) through 4.1 (f), the City shall provide written notice to the Developer ten (10) days prior to termination of the Agreement.

4.3 If the Agreement is terminated, the Developer shall provide the Funding to the City as follows:

- a) termination occurring within the first calendar year of the Term of the Agreement requires repayment of 100% of the Funding;
- b) termination occurring within the second calendar year of the Term of the Agreement requires repayment of 93.3% of the Funding;
- c) termination occurring within the third calendar year of the Term of the Agreement requires repayment of 86.6% of the Funding;
- d) termination occurring within the fourth calendar year of the Term of the Agreement requires repayment of 80% of the Funding;
- e) termination occurring within the fifth calendar year of the Term of the Agreement requires repayment of 73.3% of the Funding;
- f) termination occurring within the sixth calendar year of the Term of the Agreement requires repayment of 66.6% of the Funding;
- g) termination occurring within the seventh calendar year of the Term of the

Agreement requires repayment of 60% of the Funding;

- h) termination occurring within the eighth calendar year of the Term of the Agreement requires repayment of 53.3% of the Funding;
- i) termination occurring within the ninth calendar year of the Term of the Agreement requires repayment of 46.6% of the Funding;
- j) termination occurring within the tenth calendar year of the Term of the Agreement requires repayment of 40% of the Funding;
- k) termination occurring within the eleventh calendar year of the Term of the Agreement requires repayment of 33.3% of the Funding;
- l) termination occurring within the twelfth calendar year of the Term of the Agreement requires repayment of 26.6% of the Funding;
- m) termination occurring within the thirteenth calendar year of the Term of the Agreement requires repayment of 20% of the Funding;
- n) termination occurring within the fourteenth calendar year of the Term of the Agreement requires repayment of 13.3% of the Funding; and,
- o) termination occurring within the fifteenth calendar year of the Term of the Agreement requires repayment of 6.6% of the Funding.

5. NOTICE

Any notice, demand, request or other communication (collectively “notice”) which may be or is required to be given under this Agreement shall be in writing and delivered personally by leaving it at the offices of the other party, or sent by registered mail, postage prepaid, and shall be addressed:

- a) to the City:
Department of Planning and Development Services
City of Prince Albert
1084 Central Avenue
Prince Albert, SK S6V 7P3

- a) to the Developer:
PA Community Housing Society Inc.
401 - 13th Street East
Prince Albert, SK S6V 1E2

Either party may change its address for the above purpose by mailing a notice to the other party setting forth its new address.

Any such notice shall be conclusively deemed to have been given or made on the day on which such notice is delivered or, if mailed, the seventy-two (72) hours following the date of mailing, as the case may be. If the postal service is interrupted, only personal delivery of such notice shall be utilized.

6. COVENANTS TO SURVIVE THE AGREEMENT

- 6.1 The Developer agrees and does hereby provide security for its repayment obligations of the Funding to the City pursuant to clause 4.3 hereof, and does hereby grant an equitable demand mortgage to the City as against the title to the Property. The Developer permits and consents to the City registering in the Land Registry against the title to the Property such security as an interest in the Property, which interest shall be discharged following the repayment of the Funding as specified in clause 4.3 hereof. These covenants shall bind all successors and assigns of the Developer.

7. ASSIGNMENT

- 7.1 The Developer shall not assign or transfer this Agreement without the prior written approval of the City of Prince Albert.

8. ENTIRE AGREEMENT

- 8.1 There are no other agreements between the parties respecting the matters referred to herein.

