

**AGREEMENT PURSUANT TO THE PROVISIONS OF
SECTION 168 OF *THE CITIES ACT*
FIXED ASSESSMENT OF FARMLAND PROPERTY
AGREEMENT**

THIS AGREEMENT made effective the 1st day of January, 2025.

BETWEEN:

THE CITY OF PRINCE ALBERT, a municipal corporation in the Province of Saskatchewan, (herein called “the City”).

– and –

Margaret Morgan and Susan Cay of Prince Albert, Saskatchewan, (herein called “the Farmer”).

WHEREAS Council of the City may enter into an agreement with the owners of farm land to provide for a fixed value to be place on the farm and any improvements thereon for assessment purposes;

AND WHEREAS the Farmer’s principal occupation is farming, and they are the owners of real property used for the exclusive purposes of farming, legally described as follows:

Parcel 133952935; LLD: SW 18-49-25-2 Ext 0;

Parcel 145932138; LLD: SE 18-49-25-2 Ext 4

Parcel 133955309; LLD: SE 13-49-26-2 Ext 0;

Parcel 146586886; LLD: SW 13-49-26-2 Ext 112; and,

Parcel 146586741; LLD: NE 11-49-26-2 Ext 109

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT pursuant to Section 168 of *The Cities Act*, the Farmer and the City agree as follows:

1. The Farmer warrants and represents that their principal occupation is farming, that they are the assessed owner of the Land and that the Land contains in excess of 8 hectares (19.768 acres) more or less.
2. The Farmer warrants and represents that the Land is not subdivided into lots pursuant to the Zoning Bylaw of The City of Prince Albert or otherwise and that the Land is and will for the Term of this Agreement remain used exclusively for farming purposes.
3. The Farmer warrants and represents that the land lies within the municipality of The City of Prince Albert.
4. The City and the Farmer mutually agree that during the term of this Agreement, the fixed valuation of the Land and any building thereon shall be:

Classification	At Full Assessed Value			At Provincial Percentage of Value		
	<u>Taxable</u>	<u>Exempt</u>	<u>Total</u>	<u>Taxable</u>	<u>Exempt</u>	<u>Total</u>
Agricultural Land	\$1,342,500	\$0	\$1,342,500	\$738,400	\$0	\$738,400
Agricultural Buildings	\$0	\$293,900	\$293,900	\$0	\$161,700	\$161,700
Residential Land	\$0	\$0	\$0	\$0	\$0	\$0
Residential Building	\$0	\$277,300	\$277,300	\$0	\$221,800	\$221,800
Total	\$1,342,500	\$571,200	\$1,913,700	\$738,400	\$383,500	\$1,121,900

for the purposes of assessment and that the annual taxation thereon, payable by the Farmer during the term of this Agreement, shall be based upon such fixed values and the annual mill rates of The City of Prince Albert, including school rates, library rates, base taxes and levies, local improvement and special assessment rates, if any.

5. It is further mutually agreed between the Farmer and the City that notwithstanding anything contained in this Agreement or in an instrument renewing this Agreement, the Agreement or any renewal, as the case may be, shall be deemed to have been terminated

without notice and shall be immediately void and terminated upon the occurrence of any of the following:

- a. The placing, erecting or constructing upon the Land to which the Agreement or renewal applies, after the date on which the Agreement or renewal became effective, of any additional building, structure or improvement;
 - b. The use of any part of the Land for any purpose other than farming or the use of any building or structure thereon otherwise than in conjunction with farming upon the Land;
 - c. The Farmer ceasing to own such part of the Land as to reduce his ownership therein to less than 8 hectares (19.768 acres);
 - d. The subdivision of the Land, or any part thereof, into lots pursuant to the Zoning Bylaw of The City of Prince Albert or otherwise;
 - e. The Farmer no longer being eligible to be the assessed owner of the whole of the land;
 - f. Farming ceasing to be the Farmer's principal occupation;
 - g. Any of the Farmer's warranties or representations specified in this Agreement proving or becoming untrue or incorrect, whichever shall sooner occur
6. Subject to the conditions, terms and proviso contained in this Agreement and subject to the provisions of *The Cities Act*, this Agreement shall apply to the assessment of the Land for the years 2025 to 2028 inclusive.
7. This Agreement is not assignable.
8. It is expressly understood and agreed that reference to individuals in this Agreement shall include corporations, executors, administrators, successors and assigns, and references in the singular number shall include the plural number, and references in the masculine gender shall include the feminine gender or the neuter gender, whenever the context so requires.
9. This Agreement shall not come into force or take effect until and unless it is authorized by a Bylaw of The City of Prince Albert.

IN WITNESS WHEREOF The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in the behalf, duly authorized this ____ day of _____, A.D. 2025.

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

IN WITNESS WHEREOF Margaret Morgan and Susan Cay has hereunto set their hand and seal this ____ day of _____ A.D. 2025.

WITNESS

Margaret Morgan

WITNESS

Susan Cay