

This Servicing Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026

BETWEEN:

**THE CITY OF PRINCE ALBERT,**  
a municipal corporation in the Province of Saskatchewan,  
(hereinafter referred to as the "City")

AND: **HIS MAJESTY THE KING IN RIGHT OF SASKATCHEWAN,**  
as represented by the **Saskatchewan Housing Corporation**  
(hereinafter referred to as the **SHC**)

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## Infrastructure Servicing Agreement

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**WHEREAS:**

(i) SHC intends to construct a facility (“**the Shelter Development**”) pursuant to Development Permit No. 31 of 2025 issued by the City on a property at 650 Exhibition Drive of approximately one (1) acre in size within Parcel A, Plan B No. BZ4785, Extension 0, as shown in the Location Plan referred to in an Agreement of Purchase and Sale executed in 2025 between the Parties (“**Sale Agreement**”), for which upgraded municipal services are required, including the following, for which the City otherwise had no immediate plan or intention:

- redevelopment of Exhibition Drive;
- alterations to 8<sup>th</sup> Street East;
- asphalt roadway, concrete curb and gutter;
- boulevard with grass and sidewalks;
- water, sanitary and stormwater services;
- water looping to 8<sup>th</sup> Street East; and
- project administration (Design, Project Management, Survey, Drafting);

(collectively “**the Servicing Work**”);

(ii) The City has agreed to perform the Servicing Work and SHC has agreed to pay to the City servicing costs incurred and invoiced by the City on the terms outlined in this Agreement:

(iii)

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## 1. SCOPE OF WORK

1.1. The City agrees to facilitate the servicing of Exhibition Drive and 8<sup>th</sup> Street East, which includes installation of necessary infrastructure such as water, sanitary, storm and other related utilities described herein (Servicing Work).

1.2. The City will provide oversight and ensure that the Servicing Work is completed in accordance with applicable standards and regulations.

## 2. COST AND PAYMENT

2.1. SHC agrees to pay to the City the full amount of the “**SHC Payment Obligation**” in payment of the “**Total Servicing Cost**” as described in and on the terms outlined in this Agreement and in **Schedule A** attached.

2.2. The City will invoice SHC (or a Government of Saskatchewan designate accepted by the City in writing) for the SHC Payment Obligation in payment of the Total Servicing Cost at times and in accordance with the terms, conditions and timelines detailed in Schedule A to this Agreement.

## 3. COMMENCEMENT AND COMPLETION

3.1. The Servicing Work shall commence on a date mutually agreed upon by both Parties and shall be completed within a reasonable timeframe, subject to any delays caused by circumstances beyond the control of the respective Parties.

## 4. INDEMNIFICATION

4.1 SHC agrees to indemnify and hold harmless the City from and against claims, damages, and liabilities arising out of the Servicing Work, but only to the extent directly caused by the negligence, willful misconduct, or breach of this Agreement by SHC, and only to the extent of its proportionate share of liability. SHC shall not be liable for any claims or indirect, consequential, or punitive damages arising from City provided designs, specifications, or third parties not under SHC’s control. The City shall provide prompt written notice of any claim and SHC shall have the right to participate in the defense and approve any settlement. Nothing in this clause limits SHC’s rights and protections under applicable legislation or the common law.

## 5. MISCELLANEOUS

5.1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

5.2. **Amendments:** Any amendments to this Agreement must be in writing and signed by both parties.

5.3. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties

with respect to servicing for the Shelter Development and supersedes all prior negotiations and/or understandings, whether written or oral between the parties as applies to servicing work for the Shelter Development.

**5.4. No Assignment without consent in writing:** This Agreement is not assignable unless with the prior written consent of the City.

**5.5 Execution in Counterpart:** The parties may respectively execute this Agreement in counterpart evidenced by way of presentation of original execution page or by presentation of digital and/or electronic representation, presented directly to the other party's established representative or the other party's acting legal counsel.

**6. EFFECTIVE DATE OF THIS AGREEMENT:**

6.1 The Agreement shall be of no force or effect unless and until conditions are fully waived by SHC under the aforesaid Sale Agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Servicing Agreement as of the day and year first above written.

*(Municipal Seal)*

**THE CITY OF PRINCE ALBERT**

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

Per: \_\_\_\_\_  
CITY CLERK

**HIS MAJESTY THE KING IN RIGHT  
OF SASKATCHEWAN**

as represented by

**SASKATCHEWAN HOUSING  
CORPORATION**

*(Corporate Seal)*

Per: \_\_\_\_\_  
**Authorized Signing Officer**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
**Authorized Signing Officer**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SCHEDULE "A"

### **Payment Terms and Responsibilities**

**Estimate of Total Servicing Cost:** (Estimated at \$1,230,000.00 inclusive of PST)

**"Total Servicing Cost":** is the **actual** cost incurred by service in value and/or paid by the City for the Service Work herein, estimated at \$1,230,000.00, to be calculated and finalized upon the completion of the Servicing Work in accordance with the City's standard charge out procedures and rates for such servicing and development work.

**SHC Payment Obligation** will be the full finalized Total Servicing Cost **actually incurred** and charged by service in value and/or paid by the City in completing the Service Work.

**Payment Terms:** SHC or its City-approved designate will pay SHC's Share to the City as invoiced in accordance with the City's standard charge out procedures and rates applicable during the Service Work.

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