

NEW HORIZON BUSINESS PARK

COMPREHENSIVE DEVELOPMENT PROPOSAL



Prepared for: The RM of Edenwold No. 158

Submitted by: New Horizon Group of Companies

June 16, 2023

Basis and Use of the Report

The information contained in this Report is intended for the sole use by the Developer for the purpose of submission to the RM of Edenwold No. 158 as part of a development application. No other party may use or rely upon this Report, or any portion thereof, without the written consent of Beaton Planning. Beaton Planning will consent to any reasonable request made by the Developer to approve the use of this Report by other parties as approved users. The contents of this Report are based on the specific site, land use, design, and background information that were described or provided to Beaton Planning by the Developer. The material herein reflects Beaton Planning's knowledge and understanding of the development given the information available to it, at the time of preparation. The accuracy and reliability of this Report are valid only to the extent that the information provided is correct. This Report has been prepared in a manner consistent with the level of skill ordinarily exercised by members of the profession practicing at the time of writing the Report and under similar conditions. No other warranty is expressed or implied.

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1 PURPOSE

This Comprehensive Development Proposal (Report) has been prepared on behalf of New Horizon Group of Companies (Developer) to express its interest in developing an industrial park, referred to as New Horizon Business Park, in the RM of Edenwold No. 158 (RM). The Developer is a Saskatchewan-based development and real estate company specializing in commercial and light industrial properties. The Developer has established other properties, some of which it owns and operates, in the Town of Pilot Butte and the community of Emerald Park.

The RM's Official Community Plan (OCP) and Zoning Bylaw require the preparation of a Comprehensive Development Proposal to be included with an application to rezone, subdivide, re-subdivide, or re-develop three or more sites. This Report has been prepared according to the requirements of the OCP and Zoning Bylaw and describes the existing and intended land uses of the proposed development, the adjacent uses, and the provision of infrastructure services. Professional reports and other supporting background information are included in the attached appendices.



2 DESCRIPTION OF THE PROPOSED DEVELOPMENT

2.1 LOCATION

The Developer is proposing to subdivide and develop two existing parcels of land, comprising a total area of 19.09 hectares (47.17 acres), into bareland and building condominium units for commercial and light industrial use. The lands proposed for development are legally described as Condo Plan, 102285378 Ext 0 (formerly Parcel B) and Blk/Par D, Plan 102375435 Ext 0, both in the SE ¼ 6-18-18-W2M. The development site is located in the RM, approximately 4 km (2.5 miles) east of the boundary of the City of Regina and 1 km (0.6 miles) northwest of the Town of Pilot Butte. The parcel pictures for the Condo Plan and Parcel D are attached to this Report as Appendix A.

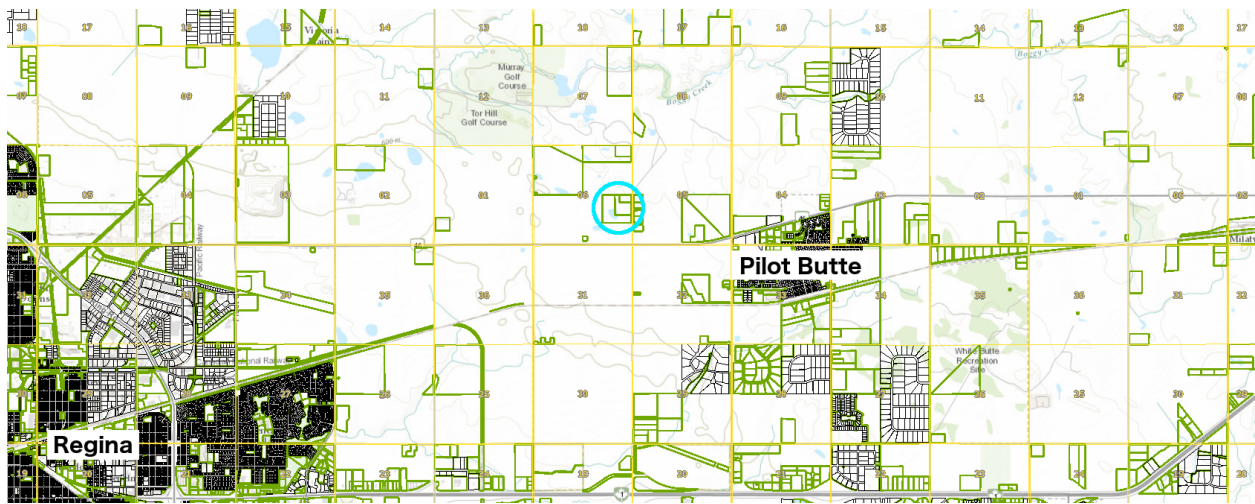


Figure 2-1: Map depicting regional context of the development site, which is located within the blue circle.

2.2 EXISTING LAND USES AND CONDITIONS

Within the Subject Quarter Section

The Condo Plan measures 6.58 hectares (16.26 acres) in area and has been subdivided into bareland and building condominium units for commercial and light industrial use. Construction of the buildings and installation of the utilities is nearing completion. Parcel D contains 12.51 hectares (30.91 acres) and is currently vacant.

A residential acreage is located in the northeast corner of the quarter section. The remaining portion of the quarter section is undeveloped agricultural land containing no buildings, structures, or significant natural features that would be adversely impacted by the development.

Surrounding Lands

Land uses surrounding the quarter section are primarily agricultural crops, pasture, and commercial and industrial developments. Businesses in the vicinity include KF Croft Aggregates Ltd., Inland Aggregates, TTN Farm Pro Wholesale Corp., and Regina Maintenance Plus. A gravel extraction operation is located directly north and east of the site. The Tor Hill and Murray golf courses are northwest of the site. The use of the proposed development is compatible with neighboring land uses.

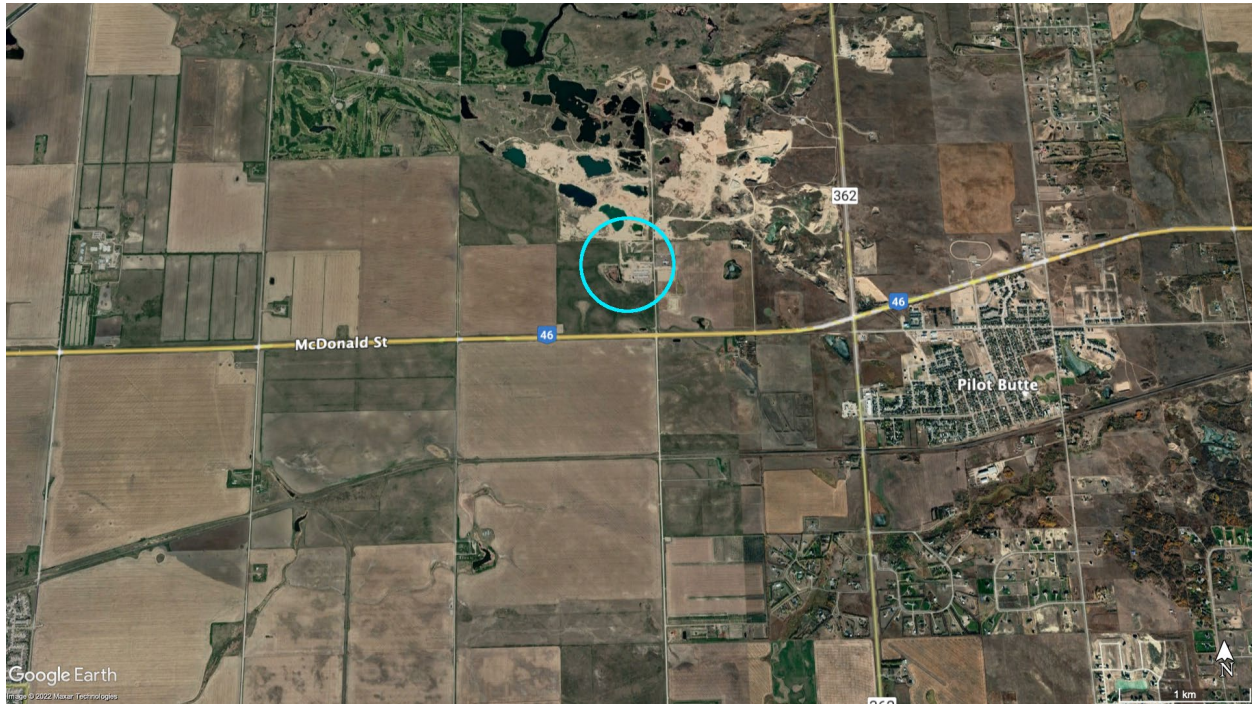


Figure 2-2: Map depicting land usage adjacent to development site, which is located within the blue circle.

2.3 PHASING OF DEVELOPMENT

Concept Plan

The concept plan for the entire development site, the plan of proposed subdivision for the Condo Plan, and the plan of proposed subdivision for Parcel D, are attached to this Report as Appendices B, C, and D, respectively. The attached drawings show the locations of the existing and proposed bareland condominium units, buildings, roads and approaches, utilities, parking areas, sidewalks, and contour elevations.

Phase 1

Phase 1 of the development was the subdivision of Parcel B into condominium units to form what is now the Condo Plan. The Condo Plan contains nine bareland condominium units, ranging in size from 1,148 square metres to 7,257 square metres, 23 building condominium units measuring 76 square metres to 365 square metres, and 23 parking units. Internal roads were subdivided to provide access within the site. The subdivision was completed by the Developer and has been approved by the Community Planning Branch and registered with Information Services Corporation (ISC).

All eight of the principal buildings have been constructed and a portion of the roads and utilities have been installed. Road and utility construction will be completed as per the timelines established in the servicing agreement, attached as Appendix E. A retention pond, designed for on-site stormwater management was also constructed during Phase 1.

The lot and unit numbers of the units in the Condo Plan are shown on the plans attached in Appendix F.

Phase 2

An application has been submitted to the Community Planning Branch to subdivide Parcel D into 10 bareland condominium units ranging from 7,860 square meters to 14,800 square meters in area. The units will accommodate businesses and land uses similar to those in the Condo Plan. Access to the condominium units will be provided by an internal road network, which will be registered as common property and will be owned and maintained by the condominium corporation. The plan of proposed subdivision is attached as Appendix D and is currently under review by Community Planning.

As part of Phase 2, the buildings, roads, and utilities in Parcel D will be constructed or installed and the retention pond will be expanded. The Developer intends to complete construction of the retention pond during the 2023 construction year in order to accommodate storm water and runoff from the additional development.

Condominium Corporations

At the time of writing this Report, condominium corporations have not been established. The Condo Plan and the proposed bare land condominium development on Parcel D will be owned by two separate condominium corporations. The two corporations will share ownership and responsibility for on-site services. The parties will enter into an agreement to address ownership, maintenance, and financing for the shared services. The agreement will also address the shared internal road network to ensure each condominium unit has access from the internal road network.



2.4 MUNICIPAL RESERVE

The Planning and Development Act, 2007 requires the owner of land that is proposed for subdivision to provide to the municipality in which the land is located:

- land dedicated as municipal reserve.
- money in lieu of any land required as municipal reserve; or
- a combination of land and money.

During the subdivision of Parcel D from the quarter section, 0.63 hectares (1.56 acres) was required to meet the municipal reserve requirement. The Developer, the RM, and the Director of Community Planning agreed that, given the use and location of the development, money in lieu of land dedication would be the most appropriate way of meeting the requirement. The funds were transferred to the RM following the signing of the servicing agreement for Parcel D, dated July 2021 and attached at Appendix E. The municipal reserve requirement for all three phases of development has therefore been satisfied.

2.5 LANDSCAPING STANDARDS

Xeriscaping is proposed in order to limit the need for irrigation and maintenance. A landscaped strip of land measuring 5.0 meters (16.4 feet) or more in width will be provided along the front site line. Once grading and construction are complete, additional trees and vegetation may be planted where they would not interfere with sight lines.

Designated areas for the storage of equipment and materials, as well as garbage and recycling bins, and an oil drop will be provided on-site. Areas intended for storage and solid waste will be suitably screened from view. Space for parking loading vehicles will also be provided on-site to eliminate traffic impacts to the Range Road 2185.

The development will be enclosed with a silt screen fence, similar to those shown in Figures 2-3 and 2-4. Gates have been installed at the entrances to the development site. As per the regulations established in section 4.11 of the Zoning Bylaw:

- Fences will not exceed the height limits established in the Zoning Bylaw.
- Fences, hedges, and other structures will be located entirely within the property lines of the site and will not be placed in any required sight triangle.
- The design and building materials used will be consistent and complementary to the primary building(s).

The landscape plan attached as Appendix G shows the general locations of the proposed fence and locking gates, existing and planned services, proposed surface materials, and road network.



Figure 2-3: Example of silt screen fence.



Figure 2-4: Example of silt screen fence.

2.6 BUSINESS LICENSES

Businesses within the Condo Plan have been provided with information regarding the requirement to obtain a valid business license from the RM prior to operating. The Developer will provide the same bylaw and licensing information to all future businesses intending to establish in New Horizon Business Park.

3 ENVIRONMENTAL AND HERITAGE SENSITIVITY

3.1 ENVIRONMENTAL SITE ASSESSMENT

A Phase 1 environmental site assessment, dated November 24, 2014, was completed for the site. The report indicates there are no records of hazardous substances having been stored on the site and no record of hazardous spills. The report is attached as Appendix H.

3.2 TOPOGRAPHY

The topography of the development site and surrounding land is relatively flat and slopes gently from northeast to northwest. Prior to the development of the Condo Plan, water pooled in a shallow depression near the center of the site, forming a natural slough. As a result of the topography and soil conditions, the land demonstrates the potential for poor drainage and flooding. The retention pond was designed and constructed to manage runoff and ensure safe building development. In order to minimize changes to the on-site grades, the retention pond has been constructed in the location of the slough.

3.3 GEOTECHNICAL REPORTS

Two preliminary geotechnical investigations were conducted for the development site, one for Parcel B, dated February 26, 2018. The other geotechnical report is dated December 31, 2010, and covers a larger portion of the quarter section. The development site is located atop a portion of the Condie Aquifer. Both geotechnical reports indicate the presence of groundwater and a relatively high-water table at the location but do not identify conditions that would make the site unsuitable for the development. The geotechnical investigations are attached to this Report as Appendix I.

More detailed geotechnical reports were completed for the building sites, prior to construction of the buildings. Copies of the reports have been submitted to the RM as part of specific development and building permit applications. Similar detailed geotechnical assessments will be conducted prior to the construction of future buildings to ensure suitable building design.

3.4 HERITAGE SENSITIVITY

A search of the Developers' Online Screening Tool, administered by the Saskatchewan Heritage Conservation Branch indicates that the land is not heritage sensitive. A copy of the heritage screening report is attached as Appendix J.

4 SERVICING

4.1 DRAINAGE

A conceptual stormwater management and release rate report was completed by Walker Projects (March 2018). The report provides pre and post-development runoff conditions for the site as well as a conceptual design for a stormwater retention pond.

Plans showing the details of the drainage design and retention pond were completed by Walker Projects (Condo Plan only) and Dynamic Earth Solutions Inc. (Condo Plan and Parcel D). The written reports and associated drawings are attached as Appendix K.

The retention pond was constructed at the location of the existing low area and will be designed to manage the 1:100 storm event for the site. Drainage works will not be constructed downstream. The report indicates that impacts to downstream users, as well as the receiving water body (Pilot Butte Creek), will be minimized, as additional runoff will be managed on-site and released at a rate equal to the pre-development conditions. The final detailed design will ensure the retention pond and outlet will not have an adverse effect on the existing overland drainage as the elevations of the pond and drainage outlet will be similar to the pre-existing topography.

The Water Security Agency has confirmed that provincial approval for drainage works will not be required since impacts from runoff would remain as close to natural as possible, there will be no drainage works constructed downstream of the retention pond, and the downstream channel will remain in a natural state. A copy of the email correspondence between the Developer and Dwayne Siba, Water Security Agency, is also included in Appendix K.

In accordance with provincial and municipal regulations, all buildings will be constructed at or above the Minimum Building Elevation of 1:500 Estimated Peak Water Level plus a safety factor of 0.5 metres (1.6 feet) or higher.

Should this Report be accepted by the RM Council, the Developer will submit a pre-engineering report related to drainage. The pre-engineering drainage report will address the following:

- The drainage calculations in the drawing provided by Dynamic Earth Solutions Inc. are based on a development area of 18.33 hectares (45.29 acres). However, the actual development area is 19.09 hectares (47.17 acres). The drainage calculations will be corrected in the pre-engineering report and will be based on an area of 19.09 hectares (47.17 acres).
- The plan provided by Dynamic Earth Solutions Inc. shows a pond bottom elevation of 605.5 metres (1986.5 feet) and an outlet elevation of 606.2 metres (1988.8 feet). This could result in 0.7 metres (2.3 feet) of standing water remaining in the bottom of the pond. A stormwater management plan showing the specific details and corrected calculations of the capacity and elevations of the pond and outlet will be included in the pre-engineering report.

- The 1:500 Estimated Peak Water Level and Minimum Building Elevation (1:500 EPWL plus 0.5 metres) will be calculated and shown on the detailed drainage design drawing(s). This will demonstrate that the development site is not within the floodway.
- Demonstrate that water will be released from the pond at the pre-development 1:5-year storm rates.

4.2 AQUIFER PROTECTION

The development site overlies a portion of the Condie Aquifer. An aquifer protection plan, dated February 6, 2023, was completed for the Condo Plan and is attached to this Report as Appendix L. If required, the Developer agrees to submit an additional aquifer protection plan for the entire development for the Council's review.

4.3 TRANSPORTATION

Access

The development site is located approximately 1 kilometer (0.6 miles) north of Provincial Highway No. 46 and will be accessed from Range Road 2185, east of, and adjacent to the development. Range Road 2185 is a paved municipal road, which has been designed to accommodate the weight and volume of traffic typically generated by industrial uses. Two existing approaches off Range Road 2185 provide access to the internal road network. The internal access roads will be common property, owned by the two condominium corporations. Internal roads will have a width of 18.00 meters (59 feet) and allow for two-way traffic; the cul-de-sac will be designed to safely accommodate large trucks and emergency vehicles.

- Access to Parcel D will be from the existing approach off Range Road 2185.
- The location of the planned and existing portions of the internal road network is shown on the concept plan, attached as Appendix B.
- Each condominium unit will have a separate entry and exit from the internal condominium road. An example of traffic flow through the units is shown on the plan attached as Appendix M.
- Since this is an industrial site, separated from the general public by physical distance, fencing, and a highway, pedestrian movement into and out of the site will be minimal. However, sidewalks will be constructed along the front of each building to provide safe entry for pedestrians walking into the buildings. Sidewalks will be a minimum of 1.5 meters in width and will meet universal design standards as in accordance with section 3.24.E.3 of the Zoning Bylaw.

Road Construction

Road construction within the Condo Plan is partially complete. Construction of the roads and road surfaces within the Condo Plan is scheduled for completion in 2023. Once complete, the internal roads will be named Market Yard Road and registered as condominium common property.

Traffic Impact

There will be no through-traffic; only vehicles associated with the businesses, such as customers and staff, will be entering or exiting the development. Vehicles entering the property will primarily be trucks arriving to pick up or drop off equipment and materials.

A traffic count was obtained from the Ministry of Highways and Infrastructure for the intersection of Highway No. 46 and Range Road 2185. The traffic survey indicates an average of 6,890 vehicle trips per day. The concept plan in Appendix B includes the traffic count and direction of turning lanes at the intersection of Highway No. 46 and Range Road 2185. A pre-engineering report related to the expected volume of traffic and potential impacts will be submitted to the RM, should this Report be accepted by Council.

4.4 UTILITIES

Telecommunications, power, and energy services have been installed within the Condo Plan. Utilities will be extended to Parcel D. All internal infrastructure will be operated and maintained by the Developer until it is taken over by the Condominium Corporation and/or service provider.



4.5 WATER SUPPLY AND SEWAGE DISPOSAL

Water Supply

Potable water will be supplied from one on-site water well, which has been permitted by SaskWater Corporation. An Approval to Operate Works, attached in Appendix N, has been issued by the Water Security Agency. This constitutes approval by the Province to operate groundwater works within the development.

Water distribution lines have been installed at the front site line of each unit within the Condo Plan. Waterlines will be extended to the condominium units in Parcel D and will be installed at the front of each unit.

A pre-engineering report related to the expected water usage will be submitted to the RM, should this Report be accepted by Council.

Sewage Disposal

On-site septic tanks will be installed on each bareland condominium unit. Plumbing and sewage disposal systems were inspected and approved as part of the building permit and inspection process. Sewage will be pumped out and hauled to a licensed wastewater lagoon in the area.

Queen City Sewer Service has provided a letter, attached as Appendix O, to confirm their company can provide services to remove and dispose of effluent generated by the development. Queen City Sewer is on the Water Security Agency's list of approved haulers and has permits for the disposal of this type of material at the Kronau, Balgonie, and Regina wastewater disposal systems.

4.6 CANADA POST

An application has been submitted to Canada Post to have post office boxes installed and registered within the development site.

4.7 EMERGENCY RESPONSE

The Town of Pilot Butte Fire Department was consulted during the planning of the development. The department confirmed that the local fire department has adequate capacity to provide emergency fire suppression services to the development, should a fire break out.

4.8 SERVICING COSTS

Detailed servicing costs have been prepared and submitted to the RM as part of the servicing agreements for Parcel B and Parcel D. The Developer will be responsible for the costs associated with the construction and installation of all on-site and off-site services. The Developer has paid, or is prepared to pay, the servicing fees as required by the servicing agreements, both attached as Appendix E.

5 CONSULTATION AND PUBLIC ENGAGEMENT

The Developer participated in two municipal public hearings as part of the bylaw amendment process to rezone Parcels B and D. The Developer also attended a public hearing held for his application for a discretionary use permit for one of the businesses in the Condo Plan development. Details of the public notification and participation processes are outlined below; the meeting minutes are attached as Appendix P. The dates of bylaw adoption and approval are also provided.

As part of the bylaw amendment process to rezone the land to IND1, the RM will provide notice to the public as required by *The Planning and Development Act* and the zoning bylaw. An information sheet with details about the proposed development will be included with any letters sent to affected parties.

The Developer understands that public engagement is an important component of the development process and will participate in all public hearings that would be required as part of a rezoning or discretionary use application. The Developer also understands that he will be responsible for the costs associated with public notification. In the event that a member, or member(s), of the community express concerns in response to the proposed development, the Developer will make every effort to cooperate with the RM and the community to mitigate or eliminate the potential for adverse impacts.

Bylaw No. 2018-02

- Bylaw to rezone Parcel B from General Commercial District (COM1) to Industrial Contract District (I-C).
- Notice provided to the public for a minimum two weeks in 2018 followed by a public hearing.
- February 13, 2018 - Public hearing was held at 1:45 pm.
- February 13, 2018 - Second reading of the Bylaw.
- February 27, 2018 - Third reading, Bylaw 2018-02 adopted by Council.
- Approved by the Ministry of Government Relations June 5, 2018.

Bylaw No. 2021-37

- Bylaw to rezone Parcel D from AR-Agricultural Resource District to FD-Future Development District.
- Notice provided to the public for a minimum two weeks in 2021 followed by a public hearing.
- July 21, 2021 - Public hearing was held at 1:50 pm.
 - One written submission was received from the City of Regina. The submission spoke to the adjacent road being used as a heavy haul road and the lack of desire for the City to participate financially in any future upgrades to the road. The submission also spoke to the proximity to the Regina Police Service training site and the potential associated for noise and vibrations.
 - There were no verbal submissions.
- November 8, 2021 - A second public hearing was held at 1:35 pm.
- November 8, 2021

- Second and third readings were rescinded because there was an error in the newspaper advertisement.
- Second and third readings, Bylaw 2021-37 adopted by Council.
- Approved by the Ministry of Government Relations November 29, 2021.

Discretionary Use Application

- Application for a discretionary use development permit for a cannabis production facility, Unit 14, Condo Plan 102285378 (New Horizon Business Park).
- June 9, 2020 - Public hearing was held at 7:05 pm.
 - Three people attended the hearing.
 - No written or verbal submissions were received by Council.
 - Discretionary use permit was approved.



6 POLICY AND REGULATORY COMPLIANCE

Development within the development site is subject to the policies and regulations for land use and development established by the RM’s OCP and Zoning Bylaw. This section outlines how the development is meant to comply with the RM’s planning bylaws.

6.1 COMPLIANCE WITH THE RM’S OFFICIAL COMMUNITY PLAN

The land is designated as Industrial and Mixed-Use (Industrial/Commercial) on the RM’s Future Land Use Map 7A and in within the Highway 46 Industrial Park Business District.

Table 6-1: OCP Compliances

OCP Reference	Compliance
1.6 Community Priorities	
Ensure compatible land uses across the municipality.	<ul style="list-style-type: none"> The development is located within the 46IP Business District. Existing and intended land uses conform to those identified in the OCP. The land uses in the proposed development are consistent and compatible with other commercial and light industrial businesses in the vicinity.
Protect and maintain the character of the residential subdivisions in Emerald Park and country residential developments.	<ul style="list-style-type: none"> The land has been designated in Map 7A (FLU) of the OCP for commercial and industrial use. Aside from Blk/Par C, Plan 102164981 Ext 0, the development site is suitably separated from lands that are zoned or designated for residential use. The proposal would, therefore, not detract from existing or planned residential development.
Encourage and support the development of local recreation and leisure amenities.	<ul style="list-style-type: none"> Since it would not be suitable to include community services for recreation and leisure as part of a light industrial development, the Developer and the RM Council have agreed that cash in lieu of land dedication would be the most appropriate means of meeting the municipal reserve requirement. The Developer has transferred the agreed-upon amount to the RM.
Ensure new infrastructure and services are developed in an efficient and cost-effective manner.	<ul style="list-style-type: none"> The development is located in proximity to existing heavy haul routes and other infrastructures services that are of a standard suitable for commercial and light industrial development.
Protect prime agricultural lands.	<ul style="list-style-type: none"> Land within the development site has been designated for commercial and industrial use and has not been identified as prime agricultural land. The proposal would further subdivide existing parcels of land and will not result in the fragmentation of agricultural land.
Address drainage issues.	<ul style="list-style-type: none"> An engineered drainage plan has been designed to provide on-site storm water management and ensure minimal impacts offsite and downstream. As per the attached drainage report, the existing grades and topography will be maintained.
Accommodate resource development while addressing potential related nuisances.	<ul style="list-style-type: none"> Although the use of the land within the development is not directly related to resource extraction and development, the businesses may provide support to the natural resource industry. The businesses and land uses within development will not conflict or restrict the existing gravel operation on the adjacent lands or any future resource development activities.

<p>Improve signage for roadways and business districts.</p>	<ul style="list-style-type: none"> • Signage for the development will conform with all municipal, provincial, and federal transportation regulations and will consider required setbacks and sight lines. • Appropriate signage for heavy industrial uses will be installed, if/where needed to ensure public safety. 				
<p>Support the development of a variety of housing forms in appropriate locations to meet the needs of the local work force and the growing population.</p>	<ul style="list-style-type: none"> • The development contributes to the local economy by providing business and employment opportunities for the regional population. • Businesses are within a reasonable commuting distance from neighbouring towns and country residential subdivisions. 				
<p>Broaden transportation options in high-density areas.</p>	<ul style="list-style-type: none"> • Development site is not within high-density area. • Will make use of existing paved and heavy haul roads and secondary highways, which are currently designed to accommodate heavy truck traffic. • Internal subdivision roads will provide access to individual condo units, internal roads will be part of condo property. 				
<p>Continue to work collaboratively with neighbouring municipalities, local First Nations, and other external authorities and improve working relationships with White City Council.</p>	<ul style="list-style-type: none"> • The Developer is part of the local business community and is committed to establishing and strengthening relationships with the public and neighbouring jurisdictions. 				
<p>2.5 Strategic Growth Sectors and Areas</p>					
<p>2.5.4 Development Overlay Area</p>	<ul style="list-style-type: none"> • The development site is located within the Development Overlay Area, which has been identified by the RM as suitable and preferable for industrial development. 				
<p>3.9.6 Highway No. 46 Industrial Park (46IP) Policies</p>					
<p>1. Land Use and Intensity</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;"> <p>a. Industrial businesses that require large site sizes and/or space for outdoor storage of materials or equipment shall be encouraged to locate within the 46IP.</p> </td> <td style="padding: 5px;"> <ul style="list-style-type: none"> • The large bareland condo units are consistent with the density of development intended within the 46IP. </td> </tr> <tr> <td style="padding: 5px;"> <p>b. A variety of commercial business shall also be accommodated within the southern area of 46IP, along Highway No. 46.</p> </td> <td style="padding: 5px;"> <ul style="list-style-type: none"> • Existing and intended businesses within the development will be commercial or industrial in nature. </td> </tr> </table>	<p>a. Industrial businesses that require large site sizes and/or space for outdoor storage of materials or equipment shall be encouraged to locate within the 46IP.</p>	<ul style="list-style-type: none"> • The large bareland condo units are consistent with the density of development intended within the 46IP. 	<p>b. A variety of commercial business shall also be accommodated within the southern area of 46IP, along Highway No. 46.</p>	<ul style="list-style-type: none"> • Existing and intended businesses within the development will be commercial or industrial in nature.
<p>a. Industrial businesses that require large site sizes and/or space for outdoor storage of materials or equipment shall be encouraged to locate within the 46IP.</p>	<ul style="list-style-type: none"> • The large bareland condo units are consistent with the density of development intended within the 46IP. 				
<p>b. A variety of commercial business shall also be accommodated within the southern area of 46IP, along Highway No. 46.</p>	<ul style="list-style-type: none"> • Existing and intended businesses within the development will be commercial or industrial in nature. 				
<p>2. Access</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;"> <p>a. All roadway surfaces in the 46IP shall be developed to a heavy haul standard and Council may require pavement depending on the density of development and expected traffic counts in the area.</p> </td> <td style="padding: 5px;"> <ul style="list-style-type: none"> • The development makes use of the existing heavy haul transportation network. • Internal condo roads will be appropriately designed and constructed to accommodate the weight and volume of traffic generated by the development. </td> </tr> </table>	<p>a. All roadway surfaces in the 46IP shall be developed to a heavy haul standard and Council may require pavement depending on the density of development and expected traffic counts in the area.</p>	<ul style="list-style-type: none"> • The development makes use of the existing heavy haul transportation network. • Internal condo roads will be appropriately designed and constructed to accommodate the weight and volume of traffic generated by the development. 		
<p>a. All roadway surfaces in the 46IP shall be developed to a heavy haul standard and Council may require pavement depending on the density of development and expected traffic counts in the area.</p>	<ul style="list-style-type: none"> • The development makes use of the existing heavy haul transportation network. • Internal condo roads will be appropriately designed and constructed to accommodate the weight and volume of traffic generated by the development. 				

3. Complementary and Compatible Development	a. Compatibility with adjacent land uses is of primary importance and developers may be required to construct screening fencing or carry out landscaping activities on-site and in buffer strips as part of initial on-site construction activities.	<ul style="list-style-type: none"> Fencing will be installed as required to ensure construction activities are not visible to neighbouring landowners and the travelling public.
4. Aesthetics and Business Promotion	a. Developers may be required to provide fencing around lots for screening, site control, or security.	<ul style="list-style-type: none"> Fencing, screening, and landscaping will be installed in appropriate locations to provide a buffer between neighbouring land uses and the travelling public.
6.0 Planning Tools and Procedures		
6.3 Pre-Engineering Report	<ul style="list-style-type: none"> Upon the RM's request, the Developer will provide a separate report to identify servicing and infrastructure needs and to establish engineering standards and designs for the development. 	
6.6 Servicing Agreements	<ul style="list-style-type: none"> The Developer has entered into two servicing agreements with the RM. A servicing agreement, dated 2017, addresses the timing, standards, and costs associated with the installation of infrastructure for the unit on Parcel B. A similar servicing agreement was signed in 2021 as part of the application to subdivide Parcel D into bareland condominium units. 	

Applicable Official Community Plan Maps

- Map 3 - Map of Business Districts
- Map 5A - Sensitive Environmental Area, Potentially Flood Prone and Potentially Hazardous Areas
- Map 6A - Lands with Special Designation
- Map 7A - Future Land Use Map

6.2 COMPLIANCE WITH THE RM'S ZONING BYLAW

The development within the Condo Plan is currently operating under an Industrial Contract Zone (I-C) (Bylaw 2018-02). Parcel D was rezoned from AR-Agricultural Resource District to FD-Future Development District in 2021 (Bylaw No. 2021-37). As part of this proposal, the Developer is requesting the RM rezone the entire development site to IND1-General Industrial District. In discussions with the Developer, the RM has indicated it will consider amending the Zoning Bylaw to introduce development regulations for bareland and building condominiums into the IND1-General Industrial District, which would accommodate this development.

Table 6-2: Zoning Bylaw Compliances

Zoning Bylaw Reference	Compliance
3.0 Administration and Interpretation	
3.20 Additional Information	<ul style="list-style-type: none"> Additional information including a description of the existing, completed, and planned development, phasing, and supporting site assessments are provided in this submission.
3.22 Concept Plan	<ul style="list-style-type: none"> A concept plan is included in this submission. The concept plan shows existing and proposed bareland and building condo units, location of existing buildings, overview of the drainage design, location of proposed waterlines, internal road network, approximate location of approaches off Range Road 2185.
3.24 Pre-Engineering Report	<ul style="list-style-type: none"> Upon the RM's request, the Developer will provide an engineering report to identify engineering standards and designs for the proposed development.
3.32 Servicing Agreement	<ul style="list-style-type: none"> The Developer has entered into two servicing agreements with the RM. The servicing agreements establishes standards for development, development and servicing fees, municipal reserve, and other terms of the development.
4.0 General Regulations	
4.3 Prohibited and Noxious Uses	<ul style="list-style-type: none"> Land uses within the development will conform to the uses allowed within the zoning district. The Developer will ensure the required approvals and permits are obtained prior to commencing construction. The development site is within an area that has been designated for commercial and industrial use. Construction and operating activities will be carried out so as to eliminate the potential for nuisance to neighbouring landowners and the public.
4.6 Accessory Buildings, Structures, and Uses	<ul style="list-style-type: none"> Principal buildings will be established on the condo units prior to the construction of any accessory structures. The Developer will ensure the appropriate development permits are obtained prior to the construction of any accessory structures.
4.10 Grading and Levelling of Sites	<ul style="list-style-type: none"> A drainage and grading plan have been designed for the development and is included in this submission.
4.11 Fences and Hedges	<ul style="list-style-type: none"> Fences, hedges, and screening devices will comply with the height restrictions established in the zoning bylaw. Fences will be entirely within the property lines and outside of required sight triangles.
4.14 Approaches	<ul style="list-style-type: none"> Approaches will be constructed by the Developer. The Developer will ensure Approach Permits are obtained, where required.
4.15 Roadways	<ul style="list-style-type: none"> Roads will be designed and constructed to meet RM standards as per the terms of the servicing agreement and any additional engineering reports.
4.24 Outdoor Storage	<ul style="list-style-type: none"> The development will involve some outdoor storage of equipment and materials. Storage will be restricted to designated areas on-site, which will be suitably screened from view from adjacent roads and public lands.
4.27 Personal Vehicle Parking and 4.30 Loading Requirements	<ul style="list-style-type: none"> Each condo unit will include designated areas for parking and loading of vehicles. The number and size of parking and loading spaces will comply with the requirements of the zoning bylaw.
4.31 Performance Standards for Commercial and Light Industrial Development	<ul style="list-style-type: none"> The Developer recognizes the purpose and significance of the performance standards and agrees that nuisances to neighbouring landowners should be avoided.

4.32 Waste Disposal	<ul style="list-style-type: none"> The Developer has entered into agreements with licensed haulers and waste management companies to ensure solid and liquid wastes are removed and disposed of in compliance with municipal and provincial regulations.
4.33 Groundwater	<ul style="list-style-type: none"> Two preliminary geotechnical assessments are included in this submission. The reports indicate the presence of groundwater but do not identify the potential for contamination or other adverse impacts to the aquifer. All guidelines of the Saskatchewan Health Authority and the Water Security Agency will be followed.
4.48 Development/Subdivision Adjacent to Potential Hazardous Lands	<ul style="list-style-type: none"> The land is identified on the RM's OCP Map 5A as potentially flood prone and potentially hazardous. A drainage report and drainage design are included in this submission. Off-site and downstream impacts will be mitigated.

Zoning Designation

- Blk/Par D-Plan 102375435 Ext 0 – **FD-Future Development District** (Bylaw 2021-37)
- Condo Plan 102285378 Ext 0 – **Industrial Contract Zone (I-C)** (Bylaw 2018-02)

Town of Pilot Butte Future Growth Area

Because the development site is in close proximity to Pilot Butte, a brief review of the Future Land Use and Annexation Areas Map, included in Pilot Butte’s proposed new Official Community Plan¹ is also included.

The site is outside of the future growth and annexation area identified by Pilot Butte in its proposed new Official Community Plan. The proposed Future Land Use Map designates land in the south half of 5-18-18-W2M as General Industrial Commercial District and Future Annexation Area. The land in the north half of 32-17-18-W2M is designated Highway Commercial, General Industrial Commercial, Community Service, and Future Annexation Area. The land uses intended within the development are compatible with the uses planned for neighboring lands and would not impact the Pilot Butte’s plans for future growth.

¹ The Town of Pilot Butte is in the process of adopting a new Official Community Plan (OCP) and Zoning Bylaw, which are intended to replace the Town’s existing bylaws. The final draft of the proposed OCP is nearing completion and has been made available for review on the Town of Pilot Butte’s website. Although the OCP has not yet been approved by the Ministry of Government Relations, the proposed bylaw was considered to assess land use compatibility and the potential for impacts in the future.

7 CLOSURE

We trust this Report and the attached appendices provide sufficient information for your purposes. Please direct any questions regarding the details of the development to New Horizon Group of Companies.



Seal

A handwritten signature in blue ink that reads "Ashley Beaton". The signature is written in a cursive style and is positioned above a horizontal line.

Ashley Beaton, MASc, RPP, MCIP
Beaton Planning

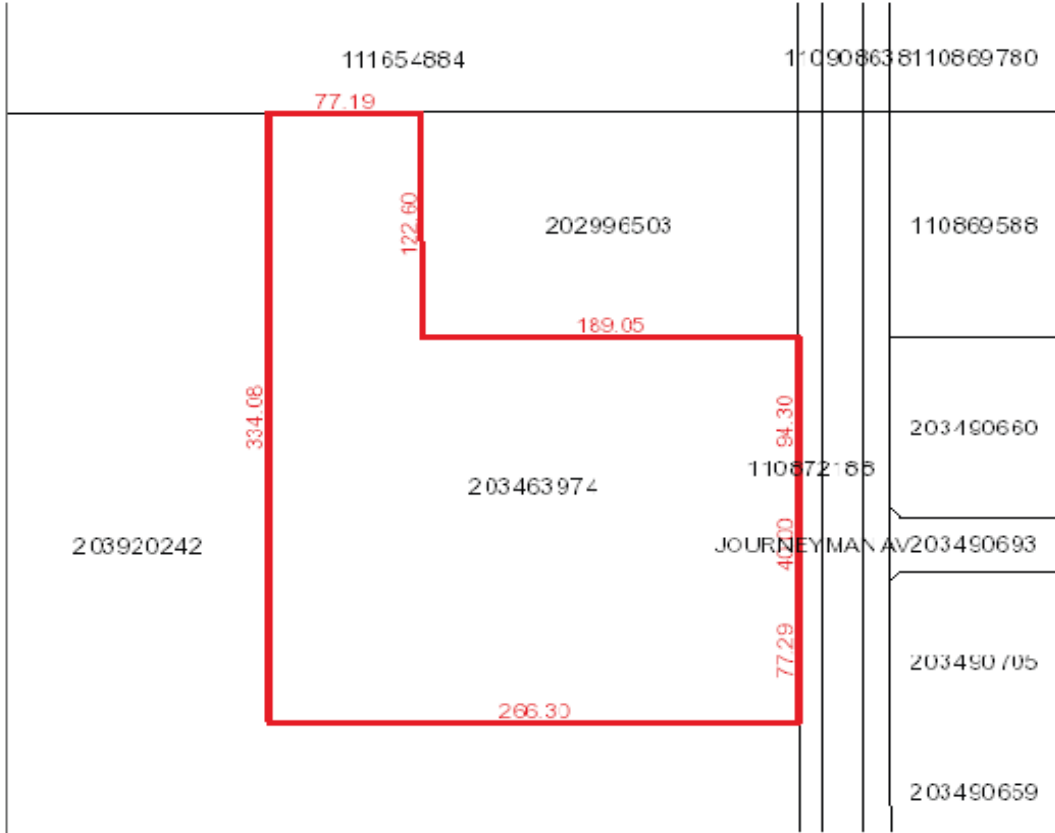
APPENDIX A – PARCEL PICTURES

A.1 PARCEL B



Condominium Parcel Number: 203463974

REQUEST DATE: Thu Oct 8 11:08:14 GMT-06:00 2022



Owner Name(s) : Multiple
Municipality : RM OF EDENWOLD NO. 158
Title Number(s) : Multiple
Parcel Class : Parcel (Generic)
Land Description : Condo Plan 102285378 Ext 0
Source Quarter Section : SE-03-18-18-2
Commodity/Unit : Multiple

Area : 6.58 hectares (16.26 acres)
Converted Title Number : N/A
Ownership Share : N/A

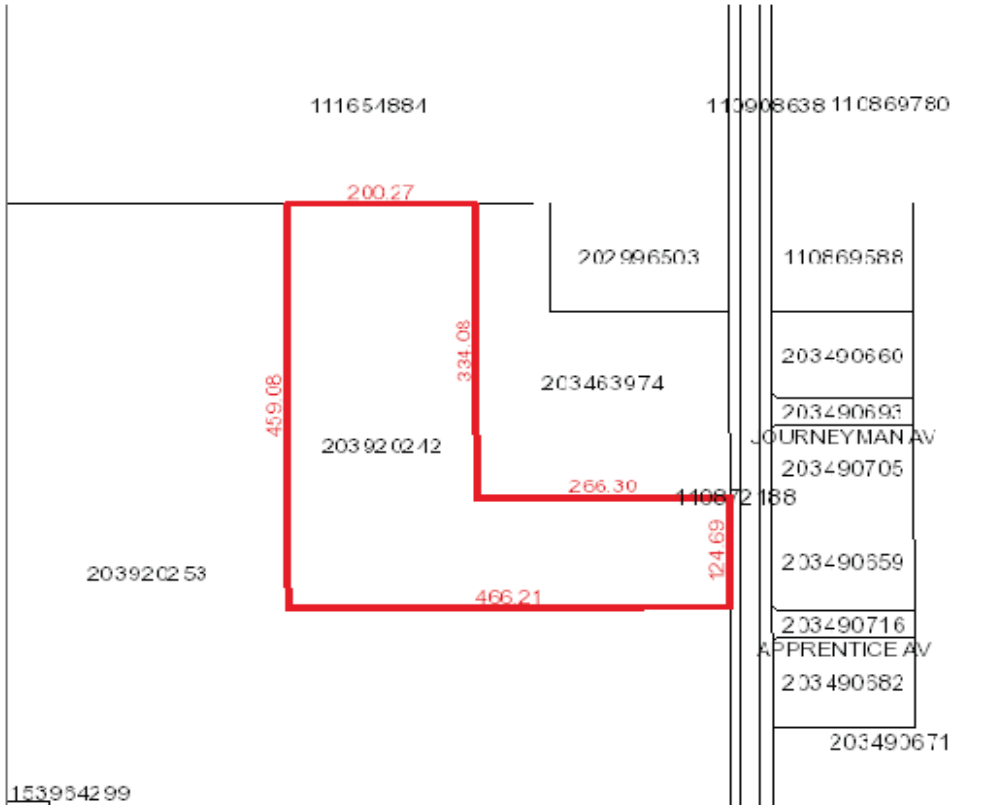
DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a compilation of data sources including the location, size and shape of a parcel, its color, its other parcels. Parcel boundaries are shown only for the parcel selected. It is not intended to be used as a legal document. For more information, please contact the planning department at 306-530-7594.

A.2 PARCEL D



Surface Parcel Number: 203920242

REQUEST DATE: Wed Oct 5 12:52:01 GMT-08:00 2022

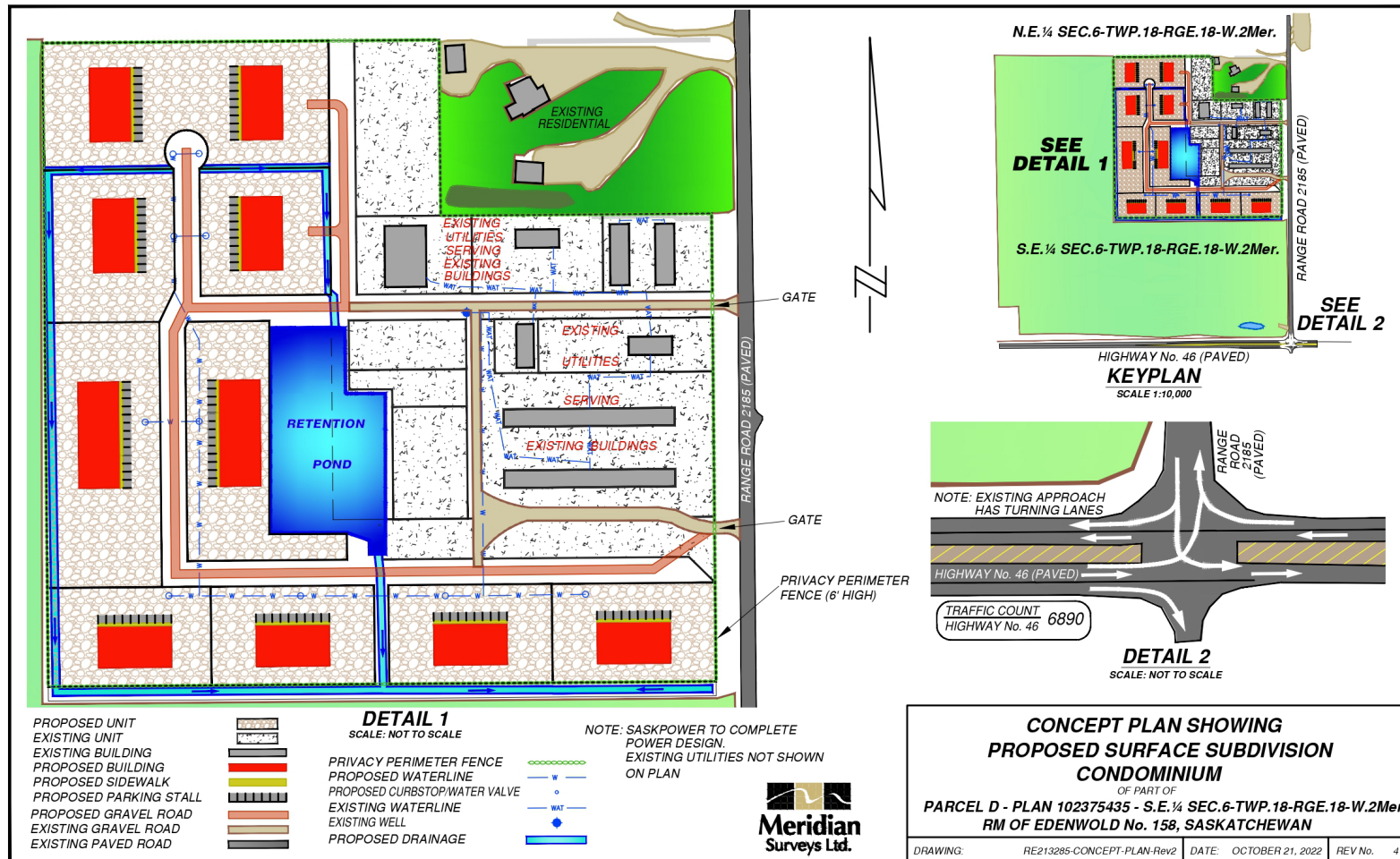


Owner Name(s) : NEW HORIZON PARK INCORPORATED
Municipality : RM OF EDENWOLD NO. 158 **Area :** 12.500 hectares (30.91 acres)
Title Number(s) : 154883841 **Converted Title Number :** 79R10492
Parcel Class : Parcel (Generic) **Ownership Share :** 1:1
Land Description : Blk/Par D-Plan 102375435 Ext 0
Source Quarter Section : SE-08-18-16-2
Commodity/Unit : Not Applicable

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a compilation of data to assist in identifying the location, size and shape of a parcel. It does not show other parcels. Parcel boundaries and other information are not shown. It is not intended to be used as a legal document. It is not intended to be used as a legal document. It is not intended to be used as a legal document.

APPENDIX B – CONCEPT PLAN

B.1 CONCEPT PLAN – NEW HORIZON BUSINESS PARK

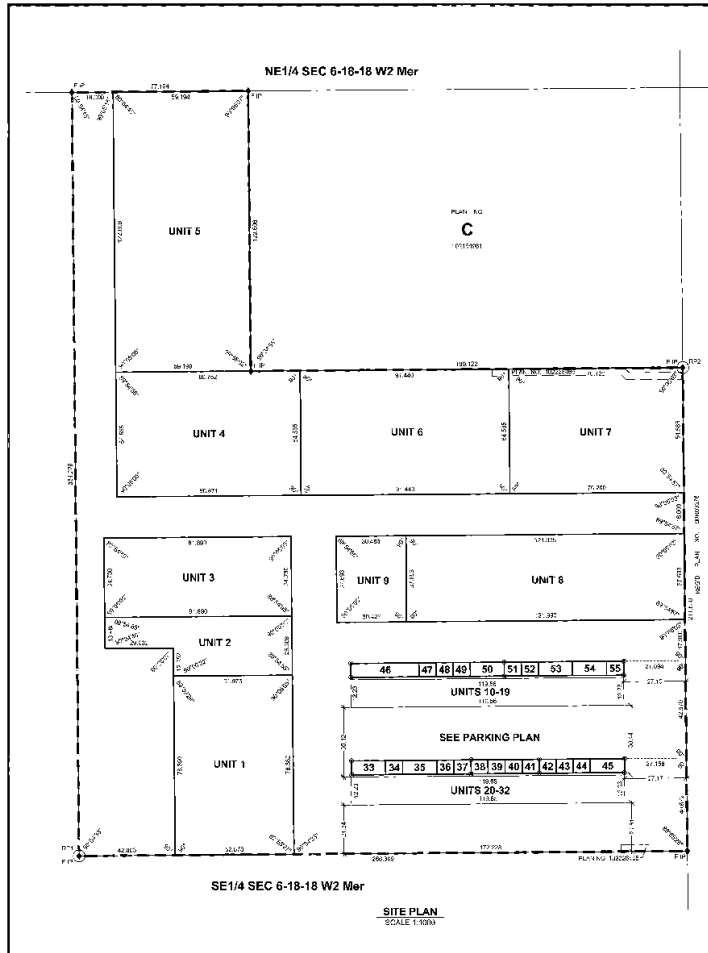


APPENDIX C – PLAN OF PROPOSED SUBDIVISION: CONDO PLAN

C.1 APPROVED CONDOMINIUM PLAN, JUNE, 2018

PPS #102285378
Approved: 16-Jul-2018

SHEET 1 OF 3



REGD. PLAN NO. 101924726
REGD. PLAN NO. 133700358

BARE LAND AND BUILDING CONDOMINIUM
Pertaining to All Units

NOTE:

- Measurements are in meters and decimals thereof.
- Lot numbers are as shown UNIT 1, UNIT 2, UNIT 3, etc.
- Standard lot points found are shown thus: \bullet
- Lot areas not designated with a unit number are common property.
- Area to be approved is outlined by a heavy dashed line.
- Lot parcels within the site of approval have an indication of unit(s) otherwise shown.
- Parking spaces are identified on the Parking Plan as P1, P2, etc. and are designated for exclusive use, as per Section 11(1)(a) of the Condominium Property Act.
- Reference points are shown thus: \circ UNIT 1 \circ UNIT 2
- The Datum used: NAD83 (CGRS).
- The Projection used: UTM Zone 18N (Spheroid).

RP CR. numbers were obtained on September 14th, 2017.
Geo-referenced source obtained from GNSS observations.

BARE LAND CONDOMINIUM
Pertaining to Units 1 to 9

NOTE:

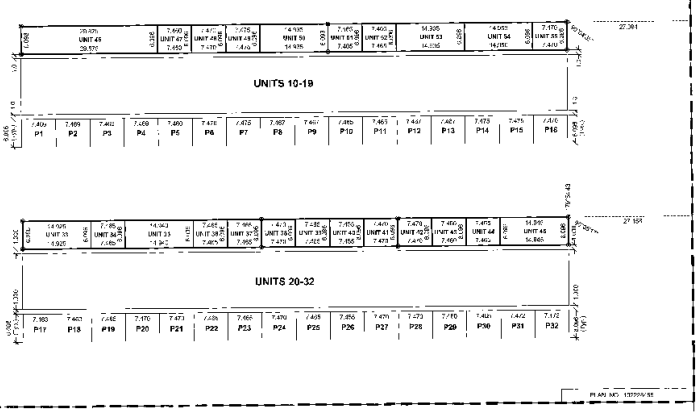
- Bare land units all have interior angles of 90° unless otherwise shown.
- Lot numbers are marked by UTM Zone 18N lot points.
- Units of Plan No. units marked by 0.013 & 0.020 iron posts shown that
- Parking spaces are not required as the units shown on the plan are not intended for residential purposes, as per Section 11(2)(b) of the Condominium Property Act, 1993.

BUILDING CONDOMINIUM
Pertaining to Units 10 to 32

NOTE:

- Measurements on the site plan are from the property boundary to the existing foundation at ground level.
- Unit boundaries are specified as follows: The exterior structural surface of walls for walls, not including finished decorative materials, architectural projections and fixtures that protrude beyond the unit's floor, and the exterior face of concrete slabs, windows and other components and fixtures, including of doors and walls for each wall, 75% of the glass door. Corners otherwise stipulated in the condominium plan, the only portion of a window wall ceiling that forms part of a unit is the framing member that is in the interior of the unit, including any trim and plaster, ceiling, gypsum board, flooring material, floor coverings and any other material that is attached to, laid on, glued to or applied to the floor, wall or ceiling.
- Windows and doors of a unit are part of the unit.
- Areas for lighting (track, sconce, chandelier, etc.) in common property.
- All structural walls, columns and other supports are common property.
- Parking spaces are identified on the Parking Plan as P1, P2, etc. and are designated for exclusive use, as per Section 11(1)(a) of the Condominium Property Act.

NEW HORIZON BUSINESS PARK
PLAN OF SURVEY
SHOWING
COMBINATION PLAN OF
SURFACE BARE LAND CONDOMINIUM
AND
SURFACE BUILDING CONDOMINIUM
IN
PARCEL B, PLAN NO. 101924726
SE 1/4 SEC 6, TWP 18, RGE 18, W2 Mer
R.M. OF EDENWOLD NO. 158, SASKATCHEWAN
BY: S. RAJAKUMAR, S.L.S.
DATE: SEPTEMBER, 2017 - JUNE, 2018



PARKING PLAN
SCALE 1:500
Parking spaces per developers site plan

FILE NO. RC-0214-174-CL
16-Jul-2018

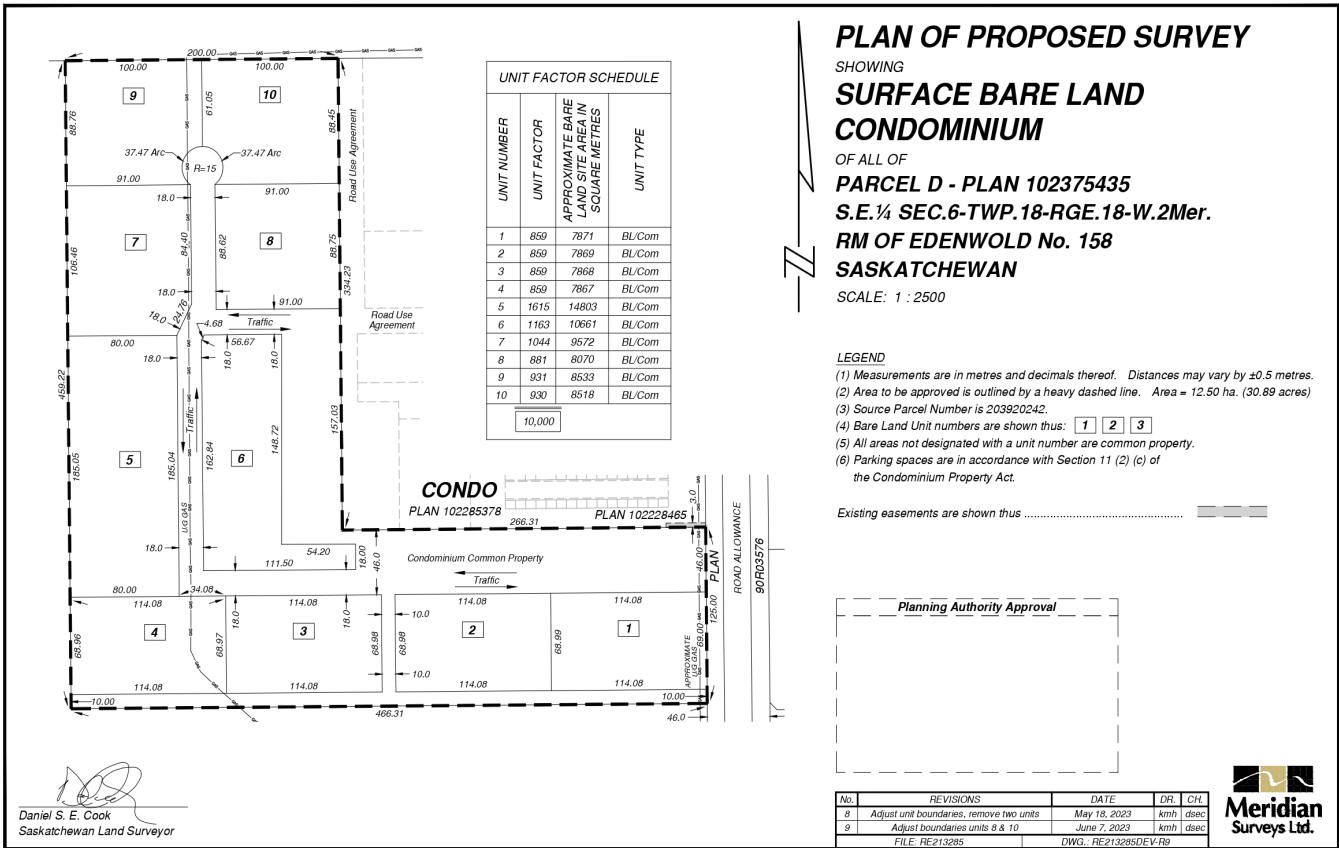


C.2 BUILDING LOCATIONS AND CONTOURS

C.3 TOPOGRAPHICAL SURVEY – PARCEL B

APPENDIX D – PLAN OF PROPOSED SUBDIVISION: PARCEL D

D.1 PLAN OF PROPOSED SUBDIVISION – BARELAND CONDO, PARCEL D



APPENDIX E – SERVICING AGREEMENTS

E.1 SERVICING AGREEMENT 2017 – PARCEL B

R.M. of Edenwold No.158 and New Horizon Park Incorporated

SERVICING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017.

BETWEEN:

THE R.M. OF EDENWOLD No. 158
Box 10 Balgonie, Saskatchewan S0G 0E0
a municipal corporation, (hereinafter referred to as "the Municipality")

AND

New Horizon Park Incorporated
(hereinafter referred to as "the Developer")

WHEREAS:

- a) The Developer is the owner of certain lands in the Municipality described as the South East Quarter Section 06, Township 18, Range 18, West of the Second Meridian (Surface Parcel number 202996491) (hereinafter referred to as the SE ¼ 6-18-18-W2M).
- b) The Developer wishes to subdivide and develop a combination of bare land, building and parking condominium units including 9 bare land units, twenty three (23) building units and 23 parking units for industrial use in the Municipality covering a total of 6.58 hectares (16.26 acres) identified as units 1 through 55 as shown on the Proposed Plan Showing Surface Combination Plan of Surface Bare Land Condominium and Surface Building Condominium in Parcel B, Plan no. 101924726 SE 1/4 SEC 6, TWP 18, RGE 18, W2 Mer (the Plan) signed by Sureshkumar Rajakumar and dated October 12, 2017 and attached hereto as Schedule A. The bare land units are also referred to as "lots" in this servicing agreement.
- c) The development shown on the Plan in Schedule A is known as the Project. It is also known as the New Horizon Business Park.
- d) The Developer has prepared the Plan, attached hereto as Schedule A and forming part of this Servicing Agreement, and has applied to the Ministry of Government Relations for approval thereof (Community Planning File No. R0914-17R).
- e) The Developer hereby agrees to prepare and register a plan of survey upon receiving approval for the subdivision from the Ministry of Government Relations.
- f) The Developer hereby agrees to construct or cause to be constructed all on-site and off-site services and infrastructure in respect to the proposed subdivision area (save and except for those herein specifically excepted) subject to the covenants and conditions hereinafter set forth;

R.M. of Edenwold No.158 and New Horizon Park Incorporated

- g) The **Developer** agrees to complete all requirements of this agreement in a timely manner.
- h) The **Municipality** hereby agrees to pursue the rezoning of the lands within the proposed subdivision area from the AR - Agricultural Resource District to the **IND-C- Industrial Contract District**.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement:

- a. "**Act**" shall mean ***The Planning and Development Act, 2007***.
- b. "**Architectural Coordinator**" a representative approved by the RM and the Developer.
- c. "**Concept Plan**" shall mean the entire proposed area to be developed as shown on **Schedule B**.
- d. "**Developer's Engineer**" shall mean the consulting professional Engineer(s) having permission to consult in the related discipline in the Province of Saskatchewan retained by the **Developer** at the **Developer's** expense.
- e. "**Development Fee Policy**" shall mean the **Development Fees** as set out by council resolution establishing a rate per hectare of land or per lot to be developed.
- f. "**End Client**" shall mean the individual(s) or entity that has obtained, signed and submitted a building permit to construct on a lot within the proposed subdivision area.
- g. "**Final Grade Elevation**" shall mean the elevation of the surface of the ground for all lots in the proposed subdivision after the building is constructed, but prior to landscaping. The elevations of the ground at the foundation of the building, the mid-point of the side lot lines and four corners of the lot will be shown on a **Real Property Report** after construction of the Building. The Final Rough Grade Elevation will match the **Finished Grade Elevation** with a tolerance of level to – (minus) 100 mm.
- h. "**Finished Grade Elevation**" shall mean the elevation of the surface of the ground for all lots in the proposed subdivision that shows the finished ground elevation of each lot after landscaping has taken place at the foundation of the building, the mid-point of the side lot lines and four corners of the lot. These elevations will be shown on a **Master Grading Plan (Schedule D)**.
- i. "**General Design Standards**" shall mean the overall engineering standards and specifications of the subdivision, which must be consistent with industry standards and good engineering practices for the design, construction and installation of the subdivision

R.M. of Edenwold No.158 and New Horizon Park Incorporated

services in the **Municipality** and within the proposed subdivision area and as contained on the design plans.

- j. ***"Maintenance"*** or ***"to maintain"*** means the undertaking of those services and things for which the **Developer** has assumed responsibility in accordance with the terms of this Servicing Agreement, and shall include the responsibility for failure of or damage to any and all services resulting from defective materials or improper installation, settlement of ditches, grading, graveling, repairs and/or replacement of roads and road surfaces which, because of their design or otherwise, provide inadequate or insufficient services but shall not include any items for which the **Municipality** has accepted responsibility under the terms of this Servicing Agreement or any other Servicing Agreement in writing.
- k. ***"Master Drainage Plan"*** as shown as **Schedule D** shall establish the drainage pattern of each lot and the entire area shown on the Plan of Proposed Subdivision.
- l. ***"Master Grading Plan"*** as shown as **Schedule D** shall establish the finished grade elevation for each lot and all the lots shown on the **Plan**.
- m. ***"Municipal Approving Authority"*** shall mean any person authorized to act on behalf of the **R.M. of Edenwold** including any person hired by the **Municipality**.
- n. ***"Municipal Engineer"*** shall mean any person or consulting firm authorized to act on behalf of the **Municipality**, or hired by the **Municipality**, in the capacity of a professional engineer.
- o. ***"Municipal Reserve (MR)"*** shall have the meaning as defined in the Act.
- p. ***"Off-Site Services"*** means any service extending to or from the boundary of the subdivision area, as indicated on the **Plan** attached hereto as **Schedule A**.
- q. ***"On-Site Services"*** means any service located within the approved proposed subdivision area, as indicated on the **Plan** attached hereto as **Schedule A**.
- r. ***"Plans and Specifications"*** shall mean plans and specifications prepared at the **Developer's** expense covering the pre-design, design, location, construction, inspection and installation of the subdivision services in the proposed subdivision area including any alterations to or amendments of such plans and specifications subject to the **Municipality's** approval.
- s. ***"Plan of Proposed Subdivision"*** shall mean the plan shown as **Schedule A** delineating, amongst other things, the lots and units within the proposed subdivision area.
- t. ***"Record Drawing"*** shall represent the "as constructed" infrastructure.

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- u. **"Sale of Lot or Lot Sold"** shall mean the transfer of surface title to the ownership of any surface lot or surface parcel as defined in *The Land Surveys Act, 2000*, from the developer to another party for the construction of a building.
 - v. **"Servicing Agreement"** shall include this document and the schedules attached hereto, and drawings or specifications for standards of material and shall include such amendments to said documents as may be required herein, or as may be agreed pursuant hereto.
 - w. **"Subdivision Area"** shall mean the entire proposed area for development, outlined in the **Plan of Proposed Subdivision** attached hereto as **Schedule A** that requires rezoning by the **Municipality** to allow subdivision approval of those parcels by the Approving Authority, as defined by the Act, containing 6.58 hectares (16.26 acres), more or less.
 - x. **"Subdivision Services"** shall mean such works that are constructed and installed either on- or off-site to provide services to the subdivision area including, but not limited to potable water systems, sewage systems, drainage systems, etc.
 - y. **"Utilities"** means natural gas, electrical supply, and telephone cable installed and maintained by the utility company (e.g. SaskPower, SaskEnergy, SaskTel, Cable Television etc.).
 - z. **"Warranty Period"** shall be a two (2) year time period during which the **Developer** is responsible for the repair of all defective off-site services installed or defective on-site services installed or any other work done in the subdivision covered by this agreement.
- 1.2. Other terms defined in this Servicing Agreement shall have the meanings ascribed to them as set forth in such definitions as they pertain to the related legislation.
- 1.3. In this Servicing Agreement descriptions of materials or work in words which so applied have well known technical or trade meanings shall be held or refer to such recognized standards.
- 1.4. The laws of the Province of Saskatchewan shall govern all of the terms of this Servicing Agreement.

2. GENERAL

- 2.1. The **Developer** hereby agrees to assume responsibility and costs for the design, construction, and installation of all on and off site services in accordance with the provisions of this Servicing Agreement.
- 2.2. The **Municipality** retains the right to hire an additional engineering firm should the **Municipality** be dissatisfied with the opinion/services provided by the **Developer's Engineer** and if consensus cannot be reached regarding the requirements outlined in this Servicing Agreement within a reasonable time period.

R.M. of Edenwold No.158 and New Horizon Park Incorporated

- 2.3. The subdivision services, including design, construction, and installation, shall be approved by the **Municipal Engineer**. The **Municipal Engineer** or **Municipality** shall have access to inspect the installation of all services during the required stages of development. All design drawings, plans, and specifications shall be certified by a professional engineer and shall carry the seal of a professional engineer.
- (a) Under no circumstances shall the **Developer** commence construction before the execution of this Servicing Agreement and receipt of all approvals. All permits must be obtained and paid in full, prior to commencing construction.
- 2.4. The **Municipality/Municipal Engineer** shall have access to the land for inspection purposes during the development of the proposed subdivision area and in particular, before underground works are covered.
- 2.5. The **Developer** shall be responsible for all costs incurred by the **Municipality** for all Engineering fees related to this service agreement performed by the **Municipal Engineer** (see section 9.1 for additional details).
- 2.6. The **Developer** hereby agrees to carry out the construction work for on and off-site services with minimal environmental impacts.
- 2.7. All construction drawings and specifications for services to be provided for the proposed subdivision area shall be approved within a reasonable time jointly by the **Municipality** and **Municipal Engineer**, prior to the commencement of construction.
- 2.8. The **Developer** hereby agrees to assume responsibility for the preservation of all monuments, benchmarks, and other permanent control points set or established by the **Municipality**.
- 2.9. The **Developer** hereby agrees to erect and place 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 the construction.
- 2.10. The **Developer** shall provide the **Municipality** with a **Master Drainage and Grading Plan (Schedule D)** for the lands located in the **Subdivision Area**. This plan is to be reviewed within a reasonable amount of time and if found satisfactory, may be approved by the **Municipality/Municipal Engineer**. Approvals will be made or confirmed in writing.
- 2.11. The **Municipality** hereby agrees to carry out and complete the following:
- (a) Pursue amendment of the zoning bylaw to accommodate the proposed subdivision and respond to the Community Planning Branch of the Ministry of Government Relations recommending approval of the proposed subdivision area for industrial development.

R.M. of Edenwold No.158 and New Horizon Park Incorporated

- (b) The **Municipality** shall pay the costs associated with performance of the foregoing obligations, subject to reimbursement by the **Developer** to the **Municipality** for 100% of total costs of the rezoning, and advertising associated with carrying out of the zoning bylaw amendment for the **Subdivision Area**.
- 2.12. It is understood by all parties that the provisions of this Servicing Agreement will apply generally to development of the proposed subdivision area and any Utility Easements portions of the **Plan** attached hereto as **Schedule A**. It is also understood that a separate Servicing Agreement, Development Agreement or Road Agreement may be required for specific matters that may arise that are not covered in this Servicing Agreement.
- (a) Any fencing or enhancements to the Utility areas referenced above shall be completed in a timely manner. In any event, the enhancements to Utility Parcels must be completed within two (2) years of the registration of the subdivision.
- 2.13. If for any reason any term, covenant or condition of this Servicing Agreement, or the application thereof to any person or any circumstance, is to any extent held or rendered unenforceable then such term, covenant or condition:
- (a) is and is deemed to be independent of the remainder of this Servicing Agreement and to be severable and divisible there from and its unenforceability does not affect, impair or invalidate the remainder of the contract documents or any part thereof; and;
 - (b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to whom it has been held or rendered unenforceable.

3. MUNICIPAL RESERVE

- 3.1. As per the Acknowledgement Letter from Community Planning dated October 30, 2017, there is no Municipal Reserve requirement for the proposed subdivision as it involves land that was previously subject to the Municipal Reserve requirement.

4. ON-SITE SERVICES

- 4.1. The parties hereto agree that the **Developer** is responsible for developing an on-site potable water supply system for the proposed units as shown on the **Plan**. The **Developer** is responsible for obtaining any required permits or approvals for the system.
- 4.2. The **Developer** further agrees that the **Municipality** shall in no way be liable or responsible for any deterioration of quality or quantity of water supplies and, the **Developer** or property owners agrees to indemnify and save harmless the **Municipality** from any such liability or responsibly.
- 4.3. The **Developer** agrees that the sewage disposal shall be on-site disposal facilities and that it is the sole responsibility of the Developer and the unit owners to obtain a permit from the

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Regina Qu'Appelle Health Region or the Water Security Agency, as applicable, for the on-site sewage system and that the sewage disposal facilities shall be constructed to approved health standards in all Regional, Provincial and Federal regulations.

- 4.4. The **Developer**, during the course of constructing the on-site services, shall cause pooled or standing water to be pumped away or disposed of so as to prevent damage or nuisance to the proposed subdivision area or adjoining lands.
- 4.5. The **Developer** hereby agrees to provide, obtain or grant, at the **Developer's** expense, all on- and off-site easements required by the **Municipality** or by any utility or regulatory governmental agencies for the installation of any utilities and services as contemplated by this Servicing Agreement.
- 4.6. The **Developer** shall install the subdivision services within the subdivision area at his own cost and expense, and in a good and workmanlike manner, in strict conformance with accepted industry standards.
- 4.7. The **Developer** hereby agrees to immediately cease and desist in the construction and installation of the on-site services upon lawful written order of the **Municipality**, or of any utility or regulatory governmental agencies having jurisdiction in respect to the on-site services.
- 4.8. In the event that all of the on and off-site services are not completed in accordance with the terms of this Servicing Agreement, the **Municipality** may, but shall not be required to, complete or arrange for completion of the construction and installation of such on-site and off-site services. In the event that the **Municipality** exercises the right to undertake the completion of the on-site or off-site services, the **Municipality** shall give written notice of such intention to the **Developer**.
- 4.9. The **Developer** shall have the primary responsibility to perform or cause to be performed, all inspections and tests required by utility or regulatory governmental agencies and by the **Municipality** in order to satisfy the **Municipality** that the on and off-site services have been designed, constructed, and installed in accordance with the covenants of the **Developer** hereunder.
- 4.10. The **Developer** shall in observing, carrying out on-site inspections and discharging its works, covenants, agreements and undertakings herein, do so at no cost to the **Municipality**. Without restricting the generality of the foregoing the **Developer's** covenants to construct services and perform covenants herein shall be deemed to include the provision at the **Developer's** cost of all necessary labour, materials, equipment, supervision, administration, professional fees, overhead and other costs attendant thereon.

5. DRAINAGE AND EROSION PROTECTION

- 5.1. The **Conceptual Drainage Plan** shall be used as the basis for the drainage network and facilities in the proposed subdivision area. The **Conceptual Drainage Plan** is attached

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hereto as **Schedule D** and shall be provided by the **Developer** for approval by the **Water Security Agency**, *prior to commencing construction.*

5.2. The **Developer** hereby agrees to provide the **Municipality** with a **Detailed Drainage Plan** within one (1) year of the date of signing of this servicing agreement for the approval of the **Municipality**. The **Detailed Drainage Plan** shall provide:

- (a) designed drainage profiles for all roads, walkways and lots, including all necessary culverts, storm sewers, detention pond facilities, berms, offsite connections and other drainage measures as may be required; and,
- (b) erosion protection works and/or measures where steep slopes, or other conditions conducive to soil erosion exist.

The **Municipality** shall provide approval of the plan in writing.

5.3. As advised by the **Water Security Agency**, easements may be required for the drainage channel from the site to the nearest adequate drainage outlet. The drainage outlet must be shown on the **Conceptual Drainage Plan** in **Schedule D**. The **Developer** shall be responsible for obtaining the required easements within one (1) year of the date of signing of this servicing agreement.

5.4. The **Developer** is responsible for carrying out any off-site works required as part of the **Conceptual Drainage Plan** as shown in **Schedule D** or the approved **Detailed Drainage Plan** such as improvements to the Storm Detention Pond (slough) on the SE ¼ 6-18-18-W2M within two (2) years of signing of this servicing agreement.

5.5. Galvanized steel culverts, ditches, swales, storm sewers, outfalls or other drainage works, and vegetation cover, stone riprap, ditch blocks or other erosion protection works shall be installed by the **Developer**, where required by the **Conceptual Drainage Plan** or **Detailed Drainage Plan** or where found to be necessary by the **Water Security Agency** or the **Municipal Engineer** within a period of two (2) years from the date of signing of this servicing agreement.

5.6. The **Developer** shall be permanently responsible for all costs associated with the maintenance of drainage within the **Plan** area, attached hereto as **Schedule A**. The **Developer** shall be responsible for all costs associated with the maintenance of drainage in all easement areas as defined in section 5.2 above for a period of three (3) years from the date of signing of this servicing agreement.

5.7. The **Developer** hereby agrees to:

- (a) Provide a **Master Grading Plan** to the **Municipality** for approval, which shows the **finished grade elevation** for each new bare land unit in the subdivision as shown on the **Plan of Proposed Subdivision** in **Schedule A**. The **Master Grading Plan** shall be

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provided to the **Municipality** within one (1) year of the date of signing of this servicing agreement.

All sites shall be at the finished grade level that meets the 1:500 Flood level plus 0.5-meter freeboard (Safe Building Elevation) to ensure all habitable portions of the building are above this level. The Municipality will not issue development and building permits unless the subject property meets all grading requirements.

The **Municipality** shall provide approval of the plan in writing.

- 5.8. The **Developer** is responsible for grading the site to the **Final Grade Elevation** (see definitions) as per the approved **Master Grading Plan**.
- 5.9. The **Master Grading Plan** and **Detailed Drainage Plan** must be submitted by the **Developer** to the **Municipality** and approved by the **Municipality** before a development or building permit for construction on a bare land unit as shown on the **Plan of Proposed Subdivision in Schedule A** will be issued by the **Municipality**.
- 5.10. The **Developer** has provided written correspondence from the landowner of the adjacent parcel, where the majority of the pond (slough) is located that confirms that the landowner is in agreement with the proposed drainage plan and is willing to accommodate works required to upgrade the pond (slough) and outlet as part of the drainage plan for the Project. This correspondence is attached as **Schedule E**.

6. GEOTECHNICAL SURVEYS

- 6.1. The **Developer** has provided a **Geotechnical Report** prepared on February 26, 2018, for the proposed subdivision area, which shall be attached to this Servicing Agreement as a **Schedule C**. Furthermore, the **Developer** hereby agrees to undertake and provide any updated geotechnical survey to the **Municipality**, at the **Developer's** expense, as deemed necessary by the required regulatory governmental agencies, geotechnical surveys, analysis, conclusions, and recommendations carried out by a **Geotechnical Engineer**, certified and registered to practice by the **Association of Professional Engineers and Geoscientists of Saskatchewan**. Additionally, the **Developer** undertakes and agrees to proceed with the development and construction in such a fashion as to comply with any and all recommendations of the geotechnical engineering reports and surveys provided as aforesaid. The **Geotechnical Report** will form the basis of development of specific lots and the **Developer** will ensure all requirements of the report are implemented.
- 6.2. The **Developer** shall include a copy of the **Geotechnical Report** with the sale of each bare land unit within the approved subdivision area. The **Developer** shall also notify all purchasers of bare land units within the proposed subdivision area that all foundation plans must be certified by a professional structural engineer, and reviewed by a geotechnical engineer, that they are designed in accordance with the said **Geotechnical Report**, and that they are suitable to the particular lot.

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7. ROADS AND ROAD MAINTENANCE

7.1. The **Developer** is responsible for paying a portion of the cost for upgrading the Range Road 2185 adjacent to the affected quarter section. The **Developer** hereby agrees that he will pay for his share in the upgrading of the Range Road 2185 in order to provide access to the proposed lots as shown on the **Plan of Proposed Subdivision** attached hereto as **Schedule A**. This payment will be due to the **Municipality** on a specific date, which will be established by the **Municipality** and communicated to the **Developer** and the **Developer** will be informed of the amount owing and due date for payment no less than **45 days** in advance of the due date.

- (a) This section is in accordance with the Servicing Agreement Addendum for Parcels B and C in the Southeast Quarter of Section Six (6), Township Eighteen (18), Range Eighteen (18), West of the Second Meridian, which was signed by Larry Lolacher and executed on September 10, 2014.

8. POWER, GAS, TELEPHONE AND CABLE TV UTILITIES

8.1. The **Developer** shall, with the approval of SaskPower, SaskEnergy and SaskTel, and Access Communications Co-operative Limited and any other service provider, arrange for the design and installation of underground power, natural gas, telephone lines and communications lines to service the proposed subdivision area at the most current design standards offered by the utility companies at time of construction (i.e. fibre-optic). It shall be the responsibility of the **Developer** to pay for and obtain such approvals, as required, from any utility or regulatory governmental agencies or other relevant approving authorities respecting the construction or installation of the services herein.

9. DEVELOPER DETAILED REVIEW COSTS

9.1. The **Developer** will be responsible for reimbursing the **Municipality** for the legal costs, professional planning, professional engineering and administration fees incurred by the **Municipality** for the municipal review of the subdivision proposal including the Servicing Agreement, detailed development conditions, liability insurance, performance securities, interest registrations & all other costs as authorized by *The Planning and Development Act, 2007*.

10. STREET LIGHTING, MAILBOXES AND STREET SIGNS

10.1. The **Developer** shall bear the cost for the installation of street lights and mailboxes as per the site plan and detailed design drawings. The locations of the street lights must meet SaskPower's requirements and any street lights along Range road 2185 must be approved by the **Municipal Engineer**. The street lights shall be indicated on a Servicing Plan, which shall be provided to the **Municipality** prior to initiation of any construction activities. A development permit shall be required for the installation of street lights within the municipal road right-of-way.

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- 10.2.** All street lights must be low sodium.
- 10.3.** The **Municipality** shall take over electrical charges for street lights along the Range Road 2185 once SaskPower confirms construction of lights has been completed to the required standards.
- 10.4.** The **Developer** shall supply and install at the **Developer's** cost, any permanent street, parking, pedestrian and traffic signs that are required for the proposed subdivision.

11. LANDSCAPING

- 11.1.** The **Developer** shall be responsible for ensuring that the landscaping requirements as laid out in section Section 4.18 of the General Regulations in the RM of Edenwold's Zoning Bylaw, as well as the landscaping requirements identified in section 1, part 10 and section 2, part 9 of the Industrial Contract District are met.
- 11.2.** The **Developer** shall be responsible for providing a screening strip around the perimeter of the parcel through any combination of fencing or landscaping elements including trees and shrubs. The screening strip must be a minimum of 4 feet in height. The screening strip shall be installed within two (2) years of signing of this servicing agreement.

12. OFF-SITE DEVELOPMENT/SERVICE AGREEMENT FEE

- 12.1.** The off-site development fee for this subdivision is based on the development of 9 bare land units (lots) and 2 additional building sites, which are to be subdivided into separate units. The off-site development fee is **\$8,000.00** per site, which amounts to **\$88,000.00** in total for the Project of which, **100%** of this off-site development/service agreement fee shall be payable to the **Municipality upon execution of this Servicing Agreement**.
- 12.2.** Upon written request by the **Developer** and approval of the **Municipality**, the **Developer** may request construction approval from the **Municipality**. Upon receiving written construction approval from the **Municipality**, the **Developer** may commence with onsite services under the same terms of this signed Servicing Agreement.
- 12.3.** No municipal approval for the **Developer** to proceed with construction is valid unless made in writing by an authorized representative of the **Municipality**.
- 12.4.** The **Developer** must not proceed with construction until written approval is received from the **Municipality**. If the subdivision plan is revised from the original **Plan of Proposed Subdivision**, as per **Schedule A**, written approval must be obtained from the **Municipality**, prior to the **Developer** proceeding.

13. DEVELOPMENT CONTROL

- 13.1.** The **Developer** agrees with the **Municipality** that with respect to the subdivision and sale of the lots and units in the subdivision area that all construction, use and location of

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buildings upon said lots shall comply with the applicable provisions of the **R.M. of Edenwold No. 158 Zoning & Building Bylaws**.

- 13.2. The **Developer** will provide any architectural control requirements to purchasers and the **Municipality** and will register a **Restricted Covenant** to ensure compliance.
- 13.3. The **Developer** acknowledges that the **Municipality** may rescind any development permit and may issue such stop order as the **Municipality** may lawfully be empowered to do, including applying for and obtaining an injunction from the **Court of Queen's Bench for the Province of Saskatchewan**; enjoining further development respecting the project and any costs including legal costs on a solicitor and client basis incurred by the **Municipality**, in the enforcement of rights hereunder, shall be paid by and be the responsibility of the **Developer** and the End Client, as the case may be.
- 13.4. The **Developer** shall be responsible for the marketing of the lots and units and lot grading within the **Plan of Proposed Subdivision** area attached hereto as **Schedule A** and the **Finished Grade Elevation** in accordance with the approved **Master Drainage and Grading Plan (Schedule D)** and section 5 (Drainage and Erosion Protection).

14. MUNICIPAL PROPERTY TAXES

- 14.1. The **Developer** shall be responsible for, at the **Developers** own cost and expense, the payment of municipal and school property taxes levied. The tax shall be levied on the subdivided assessment of the land and/or improvements determined by the **Saskatchewan Assessment Management Agency** along with an applied yearly mill rate and/or tax tool established by the **Municipality** and the **Ministry of Government Relations' confirmed Education property tax for School Divisions**. Therein after, the purchaser shall be responsible for such costs.

15. LIABILITY

- 15.1. The **Developer** agrees that during the periods of design, construction and installation of the on-site services and during the **Warranty Period**, the **Developer** will indemnify and save harmless the **Municipality**, their employees, officers and agents from any claim, liability or proceeding whatsoever (except any claim, suit, action, liability or proceeding arising out of any breach by the **Municipality** of its covenants hereunder or any negligence on the part of the **Municipal Engineer**). The **Developer** further agrees to reimburse the **Municipality** for all reasonable costs incurred in defending any such action (except as aforesaid).

16. INSURANCE

- 16.1. The **Developer** shall during the term of this Servicing Agreement secure and maintain, from an insurer allowed by law to issue insurance policies in Saskatchewan, the following policies of insurance covering the **Developer** in respect of obligations to construct or install on site services hereunder:

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- (a) a comprehensive general liability insurance policy for bodily injury (including death) and property damage having limits of **not less than five million dollars (\$5,000,000.00)** inclusive per occurrence, which policy shall provide for:
 - a. a waiver of subrogation against named insured;
 - b. cross-liability;
 - c. broad form contractual liability;
 - d. a non-owned automobile liability extension;
 - e. an extension for unlicensed vehicles and operation of attached machinery; and
 - (b) an automobile third party liability insurance policy (owner's form) for bodily injury (including death) and property damage having limits of **not less than two million dollars (\$2,000,000.00)** per occurrence, covering all vehicles used in the performance of this Servicing Agreement and such insurance shall include passenger liability extension.
- 16.2.** The insurance policies mentioned shall include provision for the **Municipality** to be given **not less than thirty (30) days notice** prior to cancellation or any material change in coverage, and in either event the **Developer** shall secure and maintain alternate or replacement insurance prior to the effective date of cancellation or material change providing such insurance is commercially available.
- 16.3.** Nothing contained in this Section or in any policy of insurance provided herein shall in any way limit the liability of the **Developer** under this Servicing Agreement or otherwise in law.
- 16.4.** If the **Developer** fails to secure, or to maintain policies of insurance required or to provide a copy of such policies in accordance with same, the **Municipality** may purchase on behalf of and at the expense of the **Developer** the required insurance coverage.

17. PERFORMANCE SECURITIES

- 17.1.** There are no performance securities required as part of this Servicing Agreement.

18. DEFAULT

- 18.1.** No waiver shall be inferred or implied by any forbearance by a party hereto or anything done or omitted to be done by a party with respect to a default, breach or non-observance save only an express waiver in writing and then only to the extent expressly stipulated and necessary to give effect to such express waiver. A waiver by a party of any breach of any term, covenant or condition herein contained shall not be and shall be deemed not to be a waiver of any continuing or subsequent breach of such term, covenant or condition (except as specifically expressed in writing to be so) or of a party's rights hereunder or of any other term, covenant or condition herein contained. Without limiting the generality of the foregoing the subsequent acceptance of payment by a party is not and is deemed not to be a waiver of any preceding breach or continuing breach by the other party of any term,

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covenant or condition, regardless of knowledge of any such preceding breach at the time of acceptance of such payment.

18.2. The following shall be events of default by the **Developer**:

- (a) failure or refusal to complete the on-site subdivision services within the time specified herein;
- (b) abandonment of the work or the failure otherwise to continue with construction for a period of thirty (30) consecutive days, seasonal conditions permitting;
- (c) failure to provide performance security;
- (d) bankruptcy, insolvency, the making of an assignment for the benefit of creditors, having a receiver, manager or trustee appointed by any means in respect of substantial operations or assets of the **Developer** or the taking of the benefit of any legislation enacted for the benefit of insolvent or bankrupt creditors; and;
- (e) failure or refusal to repair or replace defective or deficient services in accordance with the requirements of the contract documents.

19. REMEDIES

19.1. Without restricting the generality of default of Section 18, the **Municipality** shall have the following remedies in the event of default by the **Developer**:

- (a) entering the proposed subdivision area and constructing the on-site subdivision services, at the cost of the **Developer**;
- (b) terminating the **Developer's** rights to continue to construct the onsite subdivision services;
- (c) enacting the right to seize the performance security;
- (d) commencing legal action(s) for damages or for the enforcement of the covenants of the **Developer**.

20. ARBITRATION PROVISIONS

20.1. If any dispute or difference between the parties shall arise under this Servicing Agreement, either party may give to the other written notice of such dispute or difference and requiring that such dispute or difference be referred to arbitration within thirty (30) days of notification.

20.2. Arbitration shall be in accordance with the provisions of *The Arbitration Act*.

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21. COMPLIANCE WITH THE LAW

- 21.1.** The **Developer** shall at all times comply with all Local, Provincial and Federal Regulations and Municipal Bylaws and the regulations relating to the development and construction in the subdivision area.
- 21.2.** Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the obligation to do it does not come into force until such approval or permission is obtained provided the parties will do all things necessary by way of application or otherwise in an effort to obtain such approval or permission. The **Municipality** will not unreasonably withhold such approval or permission.
- 21.3.** If any provision hereof is contrary to law the same shall be severed and the remainder of this Servicing Agreement shall be of full force and effect.

22. TIME

- 22.1.** Time shall be of the essence herein.

23. TRANSFERABILITY

- 23.1.** The terms, conditions, rights, duties, privileges or obligations of this Servicing Agreement are not transferable without the mutual written consent of both parties.

24. AGREEMENT WITH LAND

- 24.1.** This Servicing Agreement, or any interest pertaining to this proposed Project, known as the New Horizon Business Park, which is filed by the **Municipality** against the title to any land in the proposed subdivision area or any other land owned by the **Landowner** or **Developer** as indicated on the **Concept Plan** attached hereto as **Schedule B**, shall run with the land. The **Municipality** reserves the right to register an interest against the title to the land to preserve the interest obtained by it hereunder and as may be available to it pursuant to *The Planning and Development Act, 2007*. Costs for the interest registration will be paid by the **Municipality** and reimbursed by the **Developer**.

25. BINDING AGREEMENT

- 25.1.** This Servicing Agreement shall be binding upon the parties, their heirs, successors and lawful assigns. The **Developer** may not assign the terms and conditions of this Servicing Agreement in whole or in part without the approval of the **Municipality**. The **Municipality** may require, as a condition to grant consent to any assignment or transfer, that the Assignee or Transferee execute a copy of this Servicing Agreement and agree to be bound thereby.

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- 25.2. The expiry or earlier termination of this Servicing Agreement shall not release the **Developer** from any liability for breaches of this Servicing Agreement by the **Developer** made prior to the expiry or termination of this Servicing Agreement.
- 25.3. The content and terms of this agreement shall remain confidential and shall not be disclosed without express permission of all parties to the agreement.

26. SCHEDULES

- 26.1. This Servicing Agreement shall be comprised of everything herein, including schedules.
- 26.2. The following Schedules form part of this Servicing Agreement
Schedule A – Plan of Proposed Subdivision
Schedule B – Concept Plan
Schedule C – Geotechnical Report
Schedule D – Conceptual Drainage Plan
Schedule E – Agreement with Adjacent Landowner Regarding Drainage Plan

SIGNATURE PAGE TO FOLLOW

R.M. of Edenwold No.158 and New Horizon Park Incorporated

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

THE RURAL MUNICIPALITY OF EDENWOLD NO. 158

Per: _____
Mitchell Huber, Reeve Kim McIvor, Administrator

SEAL

Per: _____
Developer Printed – name of company authorized signature

Per: _____
Developer Printed – name of company authorized signature

Per: _____
Witness

E.2 SERVICING AGREEMENT 2021 – PARCEL D

R.M. of Edenwold No.158 and New Horizons and 101245184 Saskatchewan Ltd.

SERVICING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021.

BETWEEN:

THE R.M. OF EDENWOLD No. 158
100 Hutchence Road, Emerald Park, SK, S4L 1C6
a municipal corporation, (hereinafter referred to as "the Municipality")

AND

New Horizons
Box 558, Pilot Butte, SK S0G 3Z0
(hereinafter referred to as "the Developer")

AND

101245184 Saskatchewan LTD.
Suite 500, 616 Main Street, Saskatoon, SK S7H 0J6
(Hereinafter referred to as "the landowner")

WHEREAS:

- a) The **Landowner** is the owner of land located in the **Municipality** legally described as **South East Quarter Section 06, Township 18, Range 18 West of the Second Meridian Ext 2, Surface Parcel 163512211** hereinafter known as the **Source Parcel**.
- b) The **Developer** wishes to subdivide **Source Parcel** into two parcels for future use as shown on the **Plan of Proposed Subdivision** signed by Sureshkumar Rajakumar, Saskatchewan Land Surveyor (SLS) and dated December 14th, 2020, and attached hereto as **Schedule A** and hereinafter referred to as the **Subdivision Area**.
- c) The **Subdivision Area** shown on the **Plan of Proposed Subdivision** in **Schedule A** is known as the **Project**. The **Plan of Proposed Subdivision** includes the entire **Project**.
- d) The **Developer** has applied to the **Community Planning Branch, Ministry of Government Relations** for approval of the subdivision of the **Subdivision Area** from the **Source Parcel** (Community Planning File No. R0842-20R).

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- e) The **Developer** agrees to complete all requirements of this agreement in a timely manner.
- f) The land within the proposed **Subdivision Area** is currently zoned **AR -Agricultural Resource**.
- g) The land within the proposed **Subdivision Area** will be rezoned to **FD – Future Development**.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement:

- a. **"Act"** shall mean *The Planning and Development Act, 2007*.
- b. **"Developer's Engineer"** shall mean a consulting professional Engineer having permission to consult in the related discipline in the Province of Saskatchewan retained by the **Developer** at the **Developer's** expense.
- c. **"Conceptual Drainage and Grading Plan"** as shown on **Schedule D**, shall establish the drainage pattern of the entire area and shall establish the grade elevation for the entire area in a conceptual manner, shown on the **Plan of Proposed Subdivision**.
- d. **"End Client"** shall mean the individual(s) or entity that has obtained, signed and submitted a building permit to construct on a lot within the proposed **Subdivision Area**.
- e. **"Final Grade Elevation"** shall mean the elevation of the surface of the ground for all lots in the proposed subdivision after the building is constructed, but prior to landscaping or the installation of finished surfaces such as gravel, turf, cement or pavement.
- f. **"Finished Grade Elevation"** shall mean the finished ground elevation of the surface of the ground for all lots in the proposed subdivision after landscaping or the installation of finished surfaces such as gravel, turf, cement or pavement has taken place.
- g. **"Master Drainage Plan"** as shown as **Schedule C** shall establish the drainage pattern of the entire area shown on the **Plan of Proposed Subdivision**.
- h. **"Master Grading Plan"** as shown as **Schedule C** shall establish the **finished grade elevation** for the entire area shown on the **Plan of Proposed Subdivision**.
- i. **"Municipal Approving Authority"** shall mean any person authorized to act on behalf of the **R.M. of Edenwold** including any person hired by the **Municipality**.

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- j. **"Municipal Engineer"** shall mean any person or consulting firm authorized to act on behalf of the **Municipality**, or hired by the **Municipality**, in the capacity of a professional engineer.
 - k. **"Municipal Reserve (MR)"** shall have the meaning as defined in the Act.
 - l. **"On-Site Services"** means any service located within the approved proposed **Subdivision Area**, as indicated on the **Plan of Proposed Subdivision** attached hereto as **Schedule A**, including on-site septic tanks and wells.
 - m. **"Plan of Proposed Subdivision"** shall mean the plan shown as **Schedule A** delineating, amongst other things, the boundaries of the proposed **Subdivision Area**.
 - n. **"Service Road"** shall mean that portion of the road shown on Schedule E as attached here-to.
 - o. **"Servicing Agreement"** shall include this document and the schedules attached hereto, and drawings or specifications for standards of material and shall include such amendments to said documents as may be required herein, or as may be agreed pursuant hereto.
 - p. **"Servicing Agreement Fees and Securities Policy"** shall mean the **Servicing Agreement Fees** as set out by council resolution establishing the fees per parcel of land to be subdivided.
 - q. **"Subdivision Area"** shall mean the entire proposed area for development, outlined in the **Plan of Proposed Subdivision** attached hereto as **Schedule A** containing **12.51 hectares (30.92 acres)** more or less.
 - r. **"Utilities"** means natural gas, electrical supply, and fibre-optic cable installed and maintained by the utility company (e.g. SaskPower, SaskEnergy, SaskTel, Access Communications, etc.).
- 1.2. Other terms defined in this **Servicing Agreement** shall have the meanings ascribed to them as set forth in such definitions as they pertain to the related legislation.
 - 1.3. In this **Servicing Agreement** descriptions of materials or work in words which so applied have well known technical or trade meanings shall be held or refer to such recognized standards.
 - 1.4. The laws of the Province of Saskatchewan shall govern all of the terms of this **Servicing Agreement**.

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2. GENERAL

- 2.1.** The **Developer** hereby agrees to assume responsibility and costs for the design, construction, and installation of all on-site services in accordance with the provisions of this **Servicing Agreement**.
- 2.2.** The **Developer** hereby agrees to prepare and register a plan of survey upon receiving approval for the subdivision from the **Community Planning Branch, Ministry of Government Relations**.
- 2.3.** The **Municipality** retains the right to hire an additional engineering firm, should the **Municipality** be dissatisfied with the opinion/services provided by the **Developer's Engineer** and if consensus cannot be reached regarding the requirements outlined in this **Servicing Agreement** within a reasonable time period.
- 2.4.** Under no circumstances shall the **Developer** commence construction within the Subdivision Area before the execution of this **Servicing Agreement** and receipt of all approvals. All permits must be obtained and paid in full, prior to commencing construction.
- 2.5.** The **Developer** shall be responsible for all costs incurred by the **Municipality** for all engineering fees related to this **Service Agreement** performed by the **Municipal Engineer**. These fees may include:
- (a) Review and approval of preliminary estimate for Service Road upgrade
 - (b) Review of proposed drainage and grading plans
 - (c) Other similar engineering work.
- 2.6.** The **Developer** hereby agrees to carry out the construction of work for on and off-site services with minimal environmental impacts.
- 2.7.** All construction drawings and specifications for services to be provided for the proposed **Subdivision Area**, including but not limited to approaches, culverts, grading plans, and drainage plans, shall be approved within a reasonable time jointly by the **Municipality** and **Municipal Engineer**, prior to the commencement of construction.
- 2.8.** The **Developer** hereby agrees to assume responsibility for the preservation of all monuments, benchmarks, and other permanent control points set or established by the **Municipality**.

R.M. of Edenwold No.158 and New Horizons and 101245184 Saskatchewan Ltd.

- 2.9. The **Developer** hereby agrees to erect and place barricades, lights or other protection of persons or property within the Subdivision Area as will adequately protect the public or any person in the area during the course of any construction completed by the **Developer** within the **Subdivision Area** and will maintain the precautions during such construction.
- 2.10. The parties acknowledge that the **Developer** has provided the **Municipality** with a **Master Drainage and Grading Plan (Schedule C)** for the lands located in the **Subdivision Area**. This plan is to be reviewed within a reasonable time by the **Municipality/Municipal Engineer**. Approvals will be made or confirmed in writing.
- 2.11. It is understood by all parties that the provisions of this **Servicing Agreement** will apply generally to the development of the proposed **Subdivision Area** shown on the **Plan of Proposed Subdivision** attached hereto as **Schedule A**. Any changes to this **Servicing Agreement** required to accommodate changes to the **Project** will be reflected in an Addendum.
- 2.12. If for any reason, any term, covenant or condition of this **Servicing Agreement**, or the application thereof to any person or any circumstance, is to any extent held or rendered unenforceable then such term, covenant or condition:
- (a) is and is deemed to be independent of the remainder of this **Servicing Agreement** and to be severable and divisible there from and its unenforceability does not affect, impair or invalidate the remainder of the contract documents or any part thereof; and;
 - (b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to whom it has been held or rendered unenforceable.
3. **MUNICIPAL RESERVE**
- 3.1. The total amount of **Municipal Reserve** required for the **Subdivision Area**, as per the letter from Community Planning dated December 22, 2020, is **0.63 hectares (1.55 acres)**. Municipal reserve is calculated based on 5% of the appraised value of the land as determined by an appraisal undertaken by the **Developer** and completed by Brunsdon Lawrek and Associates, attached hereto as **Schedule B**. Therefore, to satisfy the municipal reserve requirements of the Act, the **Developer** shall provide cash in lieu of land, amounting to a total of **\$23,250**. This payment is **required upon signing this Servicing Agreement**.
4. **OFF-SITE DEVELOPMENT/SERVICE AGREEMENT FEE**
- 4.1. The off-site development fee for this subdivision is based on the development of one (1) lot. The off-site development fee for this location, as per the RM's **Servicing Agreement and Securities Policy** is **\$6,410** per lot, and **100%** of this off-site development/service

R.M. of Edenwold No.158 and New Horizons and 101245184 Saskatchewan Ltd.

agreement fee shall be payable to the **Municipality upon execution of this Servicing Agreement.**

5. ON-SITE SERVICES

- 5.1.** The **Developer** agrees to install the primary source of water and the on-site sewage disposal system at the time of application to the **Municipality** for the first building permit within the **Subdivision Area** or at the time of application for the re-zoning of the **Subdivision Area** or a portion of the **Subdivision Area** or at the time of approval of further subdivision within the **Subdivision Area**, whichever comes first.
- 5.2.** The **Developer** agrees to the following:
- a) The primary source of water shall be an on-site well, which is to be constructed by the **Developer**. The **Developer** shall abide by all required regional, provincial and federal regulations and obtain all necessary permits; and
 - b) The **Developer** further agrees that the **Municipality** shall in no way be liable or responsible for any deterioration of quality or quantity of water supplies constructed by the **Developer** on the subdivision area and, for the period in which the Developer is the registered owner of the **Subdivision Area**, the **Developer** agree to indemnify and save harmless the **Municipality** from any such liability or responsibility which arises from events within such time period.
 - c) Any further subdivision of the **Subdivision Area** may be required to connect to the existing communal water system.
- 5.3.** The **Developer** agrees to the following:
- (a) The sewage disposal shall be on-site disposal facilities;
 - (b) Before constructing a private sewage works, the **Developer** must complete a site evaluation. A site evaluation includes a site investigation and a soils investigation, and a copy of the report must be submitted to the **Municipality** and Saskatchewan Health Authority.
 - (c) It is the sole responsibility of the **Developer** to obtain a permit from the Saskatchewan Health Authority for the on-site sewage system; and
 - (d) The sewage disposal facilities shall be constructed in accordance with the approved health standards and all regional, provincial and federal regulations.
- 5.4.** The **Developer** is solely responsible for the removal of the wastewater from the wastewater (septic) storage tank on a regularly scheduled basis to ensure compliance

R.M. of Edenwold No.158 and New Horizons and 101245184 Saskatchewan Ltd.

with all regulations and permits. It is further understood that all applicable permits are based on a Licensed Hauler who is approved for disposal at an approved municipal wastewater handling facility.

- 5.5. The **Developer**, during the course of constructing the on-site services on the **Subdivision Area**, shall cause pooled or standing water to be pumped away or disposed of so as to prevent damage or nuisance to the proposed **Subdivision Area** or adjoining lands.
- 5.6. The **Developer** hereby agrees to provide, obtain or grant, at the **Developer's** expense, all on and off-site easements required by the **Municipality** or by any utility or regulatory governmental agencies for the installation of any utilities and services as contemplated by this **Servicing Agreement**.
- 5.7. The **Developer** hereby agrees to immediately cease and desist in the construction and installation of any on-site services upon lawful written order of the **Municipality**, or of any utility or regulatory governmental agencies having jurisdiction in respect to the on-site services.

6. DRAINAGE AND EROSION PROTECTION

- 6.1. **At the time of the Building Permit/Development Permit submission, the Master Grading Plan and Master Drainage Plan for the Subdivision Area, will be provided to the Municipality by the Developer and attached hereto as Schedule C, has been forwarded by the Municipality for approval by the Water Security Agency and the Municipal Engineer.**
- 6.2. As advised by the **Water Security Agency**, easements are required for the drainage channel from the site to the nearest adequate drainage outlet. All required drainage outlets must be shown on the **Drainage Plan in Schedule C** and the **Developer** shall be responsible for obtaining the required easements.
- 6.3. Galvanized steel culverts, ditches, swales, storm sewers, outfalls or other drainage works, and vegetation cover, stone riprap, ditch blocks or other erosion protection works shall be installed by the **Developer**, where required by the drainage plan or where found to be necessary by the **Water Security Agency** or the **Municipal Engineer**.
- 6.4. The **Developer** shall be responsible for all costs associated with the maintenance of drainage within the **Subdivision Area**, and easement areas, which may be located outside the **Subdivision Area** unless otherwise agreed to by the property owners where the easements are located.
- 6.5. **All buildings shall be constructed at or above the 1:500-year flood elevation level plus 0.5 meters as described in the Statements of Provincial Interest Regulations in order to ensure all habitable portions of the building are above the elevation where periodic**

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flooding may occur. The bottom side of the floor joist of the main floor of the building shall be above this elevation, known as the "Safe Building Elevation" for all buildings.

- 6.6. Once it is the registered owner of the **Subdivision Area**, the **Developer** is responsible for providing obtaining any reasonable easements or land controls required by the **Water Security Agency** or the **Municipality** to ensure a defined route for the storm water from the **Subdivision Area** to the nearest adequate outlet. Subject to the foregoing, the easements or land controls shall ensure that the **Municipality** shall have access to the entire distance of the drainage channel to perform storm channel clearing, maintenance or other related services.
- 6.7. The **Developer** shall submit a **Conceptual Drainage and Grading Plan** to the **Municipality**, at the time of signing of this Addendum.
- 6.8. The **Master Grading Plan and Master Drainage Plan** for the **Subdivision Area** will be required to be submitted to the **Municipality** at the time of the submission of a building/development permit to the **Municipality**.

7. GEOTECHNICAL SURVEYS

- 7.1. The **Developer** shall provide a **Geotechnical Report** for the proposed **Subdivision Area**, at the time of further subdivision or at the time of application for a development located within the **Subdivision Area**. All geotechnical surveys, analysis, conclusions, and recommendations must be carried out by a **Geotechnical Engineer**, certified and registered to practice by the **Association of Professional Engineers and Geoscientists of Saskatchewan**.
 - (a) The **Geotechnical Report** shall be provided to the **Municipality** prior to the issuance of a building permit for any unit or building within the **Subdivision Area**. The **Municipality** will not issue a building permit for any unit or building within the subdivision area until the **Geotechnical Report** has been received and approved by the **Municipality**.

8. ROADS AND ROAD MAINTENANCE

- 8.1. The **Developer** is responsible for paying a portion of the cost for upgrading the Range Road 2185 adjacent to the affected quarter section. The **Developer** hereby agrees that he will pay for his share in the upgrading of the Range Road 2185 in order to provide access to the proposed lots as shown on the Plan of Proposed Subdivision attached hereto as **Schedule A**. This payment will be due to the **Municipality** on a specific date, which will be established by the **Municipality** and communicated to the **Developer** and the **Developer** will be informed of the amount owing and due date for payment no less than 45 days in advance of the due date.
 - (a) This section is in accordance with the Servicing Agreement Addendum for Parcels B and C in the Southeast Quarter of Section Six (6), Township Eighteen (18), Range

R.M. of Edenwold No.158 and New Horizons and 101245184 Saskatchewan Ltd.

Eighteen (18), West of the Second Meridian, which was signed by Larry Lolacher and executed on September 10, 2014.

9. POWER, GAS, TELEPHONE AND CABLE TV UTILITIES

9.1. The **Developer** shall, with the approval of SaskPower, SaskEnergy and SaskTel, Access Communications Co-operative Limited and any other service provider, arrange for the design and installation of underground power, natural gas, telephone lines and communications lines to service the **Subdivision Area** at the most current design standards offered by the utility companies at time of construction (i.e. fibre-optic). It shall be the responsibility of the **Developer** to pay for and obtain such approvals, as required, from any utility or regulatory governmental agencies or other relevant approving authorities respecting the construction or installation of the services herein.

10. DEVELOPER DETAILED REVIEW COSTS

10.1. The **Developer** will be responsible for reimbursing the **Municipality** for the legal costs, professional planning, professional engineering and administration fees incurred by the **Municipality** for the municipal review of the subdivision proposal including this **Servicing Agreement**, detailed development conditions, liability insurance, performance securities, interest registrations & all other costs as authorized by *The Planning and Development Act, 2007*.

11. DEVELOPMENT CONTROL

11.1. The **Developer and Landowner** agree with the **Municipality** that with respect to the **Subdivision Area** that all construction, use and location of buildings upon said lot shall comply with the applicable provisions of the **R.M. of Edenwold No. 158 Zoning & Building Bylaws**.

11.2. The **Developer and Landowner** acknowledge that the **Municipality** may rescind any development permit and may issue such stop order as the **Municipality** may lawfully be empowered to do, including applying for and obtaining an injunction from the **Court of Queen's Bench for the Province of Saskatchewan**; enjoining further development respecting the **Project** and any costs including legal costs on a solicitor and client basis incurred by the **Municipality**, in the enforcement of rights hereunder, shall be paid by and be the responsibility of the **Developer** and the **End Client**, as the case may be.

12. MUNICIPAL PROPERTY TAXES

12.1. The **Developer** shall be responsible, at the **Developer's** own cost and expense, for the payment of municipal and school property taxes levied. The tax shall be levied on the subdivided assessment of the land and/or improvements determined by the **Saskatchewan Assessment Management Agency** along with an applied yearly mill rate and/or tax tool established by the **Municipality** and the **Ministry of Government Relations' confirmed Education property tax for School Divisions**.

13. LIABILITY

R.M. of Edenwold No.158 and New Horizons and 101245184 Saskatchewan Ltd.

- 13.1. The **Developer** agrees that during the periods of design, construction and installation of any on-site services by the **Developer** within the Subdivision Area, or any drainage easements outside of the **Subdivision Area**, the **Developer** will indemnify and save harmless the **Municipality**, their employees, officers and agents from any claim, liability or proceeding whatsoever related to such design construction and installation (except any claim, suit, action, liability or proceeding arising out of any breach by the **Municipality** of its covenants hereunder or any negligence on the part of the **Municipal Engineer**). The **Developer** further agrees to reimburse the **Municipality** for all reasonable costs incurred in defending any such action (except as aforesaid).

14. INSURANCE

- 14.1. The **Developer** shall during the term of this Servicing Agreement secure and maintain, from an insurer allowed by law to issue insurance policies in Saskatchewan, the following policies of insurance covering the **Developer** in respect of obligations to construct or install on site services hereunder:
- (a) a comprehensive general liability insurance policy for bodily injury (including death) and property damage having limits of **not less than five million dollars (\$5,000,000.00)** inclusive per occurrence, which policy shall provide for:
 - a. a waiver of subrogation against named insured;
 - b. cross-liability;
 - c. broad form contractual liability;
 - d. a non-owned automobile liability extension;
 - e. an extension for unlicensed vehicles and operation of attached machinery; and
 - (b) an automobile third party liability insurance policy (owner's form) for bodily injury (including death) and property damage having limits of **not less than two million dollars (\$2,000,000.00)** per occurrence, covering all vehicles used in the performance of this Servicing Agreement and such insurance shall include passenger liability extension.
- 14.2. The insurance policies mentioned shall include provision for the **Municipality** to be given **not less than thirty (30) days' notice** prior to cancellation and the **Developer** shall secure and maintain alternate or replacement insurance prior to the effective date of cancellation or material change providing such insurance is commercially available.
- 14.3. Nothing contained in this Section or in any policy of insurance provided herein shall in any way limit the liability of the **Developer** under this Servicing Agreement or otherwise in law.
- 14.4. If the **Developer** fails to secure, or to maintain policies of insurance required or to provide a copy of such policies in accordance with same, the **Municipality** may purchase on behalf of and at the expense of the **Developer** the required insurance coverage.

R.M. of Edenwold No.158 and New Horizons and 101245184 Saskatchewan Ltd.

15. ARBITRATION PROVISIONS

- 15.1.** If any dispute or difference between the parties shall arise under this **Servicing Agreement**, either party may give to the other written notice of such dispute or difference and require that such dispute or difference be referred to arbitration within thirty (30) days of notification.
- 15.2.** Arbitration shall be in accordance with the provisions of *The Arbitration Act*.

16. COMPLIANCE WITH THE LAW

- 16.1.** The **Developer** shall at all times comply with all Local, Provincial and Federal Regulations and Municipal Bylaws and the regulations relating to the development and construction in the **Subdivision Area**.
- 16.2.** Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the obligation to do it does not come into force until such approval or permission is obtained provided the parties will do all things necessary by way of application or otherwise in an effort to obtain such approval or permission. The **Municipality** will not unreasonably withhold such approval or permission.
- 16.3.** If any provision hereof is contrary to law, the same shall be severed and the remainder of this **Servicing Agreement** shall be of full force and effect.

17. TIME

- 17.1.** Time shall be of the essence herein.

18. TRANSFERABILITY

- 18.1.** The terms, conditions, rights, duties, privileges or obligations of this **Servicing Agreement** are not transferable without the mutual written consent of both parties.

19. AGREEMENT WITH LAND

- 19.1.** This **Servicing Agreement**, or any interest pertaining to the development of the **Subdivision Area**, which is filed by the **Municipality** against the title to any land in the proposed **Subdivision Area** or any other land owned by the **Landowner** or **Developer** that is part of Parcel D , shall run with the land. The **Municipality** reserves the right to register an interest against the title to any portion of Parcel D to preserve the interest obtained by it hereunder and as may be available to it pursuant to *The Planning and Development Act, 2007*. Costs for the interest registration will be paid by the **Municipality** and reimbursed by the **Developer**.

20. BINDING AGREEMENT

- 20.1.** This **Servicing Agreement** shall be binding upon the parties, their heirs, successors and lawful assigns. The **Developer** may not assign the terms and conditions of this **Servicing Agreement**.

R.M. of Edenwold No.158 and New Horizons and 101245184 Saskatchewan Ltd.

Agreement in whole or in part without the approval of the **Municipality**. The **Municipality** may require, as a condition to grant consent to any assignment or transfer, that the Assignee or Transferee execute a copy of this **Servicing Agreement** and agree to be bound thereby.

- 20.2.** The expiry or earlier termination of this **Servicing Agreement** shall not release the **Developer** from any liability for breaches of this **Servicing Agreement** by the **Developer** made prior to the expiry or termination of this **Servicing Agreement**.

21. SCHEDULES

- 21.1.** This **Servicing Agreement** shall be comprised of everything herein, including schedules.

- 21.2.** The following Schedules form part of this Servicing Agreement

Schedule A – Plan of Proposed Subdivision

Schedule B – Appraisal Report for Municipal Reserve

Schedule C – Master Drainage and Grading Plan

Schedule D – Conceptual Drainage and Grading Plan

22. COUNTERPARTS

- 22.1** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Signature page to follow.

R.M. of Edenwold No.158 and New Horizons and 101245184 Saskatchewan Ltd.

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

THE RURAL MUNICIPALITY OF EDENWOLD NO. 158

Per: _____
Mitchell Huber, Reeve

Per: _____
Sameh Nashed, Chief Administrative Officer

Per: 
Signature of Landowner (101245184 Saskatchewan Ltd.)

SEAL

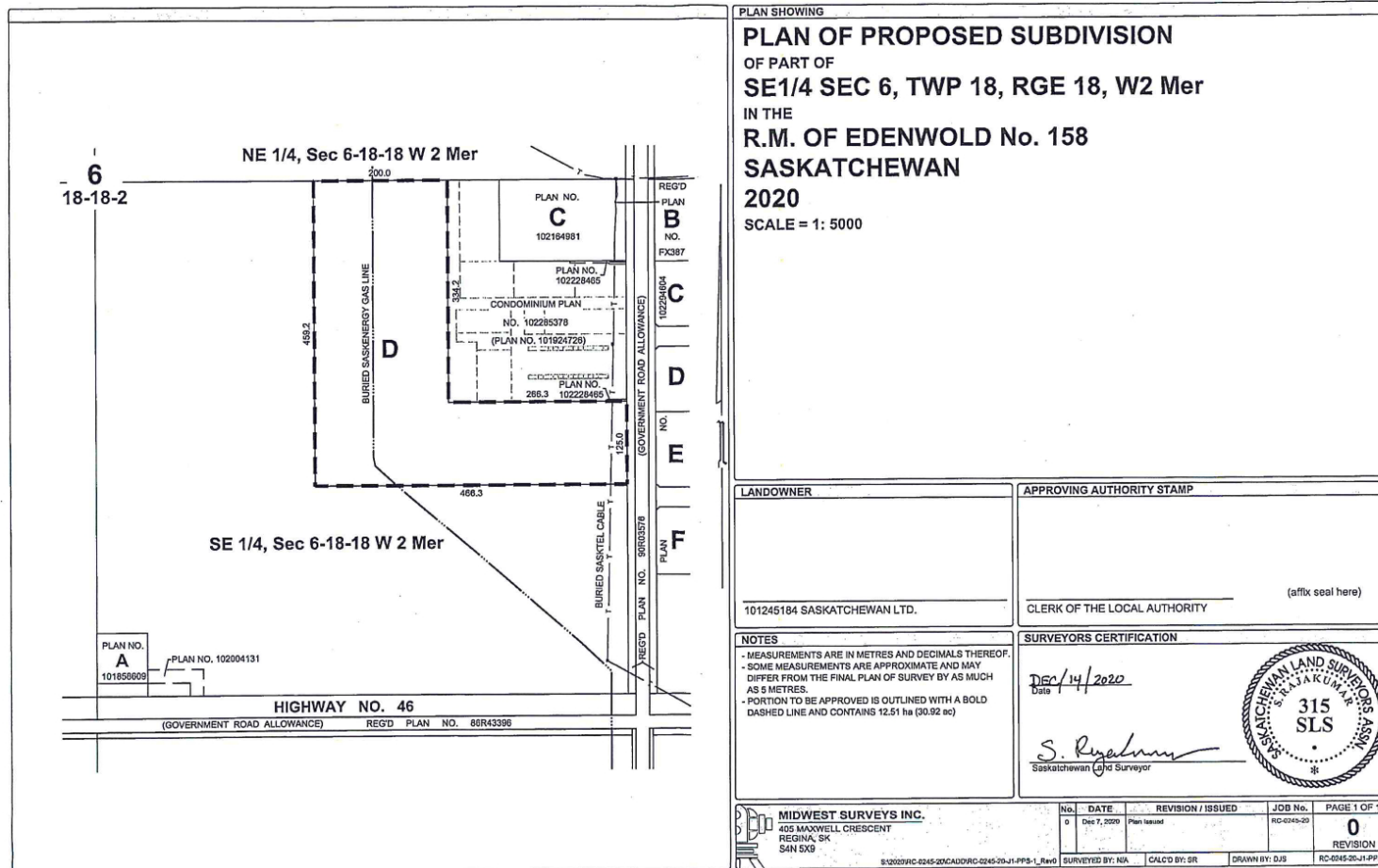
Per: 
Printed Name of Company Authorized Representative

Per: 
Signature of Developer (New Horizons)

Per: 
Printed Name of Company Authorized Representative

Per: 
Witness - Signature

Per: 
Witness - Printed Name





BRUNSDON LAWREK & ASSOCIATES
REAL ESTATE APPRAISALS AND ADVISORY SERVICES

Current Market Value Appraisal Report

**Proposed 30 Acre Addition to New Horizon Commercial Park
Quarter Mile North of Hwy #46 on West Side of Gravel Pit Road
Proposed Parcel D Portion of SE 6-18-18-W2
Rural Municipality of Edenwold #158
3 Miles East of Regina, Saskatchewan**

Prepared By:
Peter Lawrek, B.A., AACI, P.App, Fellow
Brunsdon Lawrek & Associates
2126 Rose Street
Regina, Saskatchewan S4P 2A4

File No. C20-0416

Prepared For:
New Horizon Park Incorporated
140 Fairway Road
Emerald Park, Saskatchewan S4L 1C8



BRUNSDON LAWREK & ASSOCIATES
REAL ESTATE APPRAISALS AND ADVISORY SERVICES

Peter Lawrek, B.A., AACI, P.App, Fellow
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Murray Grapentine, AIC Candidate Member
Brent Lawrek, Appraisal Analyst
Leanne McLeod, BBA, AACI, P.App

November 21, 2020

New Horizon Park Incorporated
140 Fairway Road
Emerald Park, Saskatchewan S4L 1C8

Attention: Mr. Allen Kilback

Dear Sir:

RE: Appraisal Report

Proposed 30 Acre Addition to New Horizon Commercial Park
Quarter Mile North of Hwy #46 on West Side of Gravel Pit Road
Proposed Parcel D Portion of SE 6-18-18-W2
Rural Municipality of Edenwold #158
3 Miles East of Regina, Saskatchewan

In accordance with your instructions, I have prepared an appraisal report of the above property. The purpose of the appraisal is to estimate the current market value as herein defined, of the property as at November 21, 2020. The date the property was viewed was November 21, 2020. The intended use of this report is for asset valuation and mortgage financing. The client and the intended user of this appraisal is New Horizon Park Incorporated. All other uses and users are denied.

I have personally viewed the property and have analyzed all available information considered pertinent. Based on this inspection and analysis, the current market value of the property as at November 21, 2020, is estimated to be:

30 acres x \$15,000/acre = \$450,000

- Note: 1) The subject land will be an addition to the adjacent New Horizon Commercial Park which will then allow for easier development of the subject land.
- 2) The report is valid only with an original signature.
- 3) Any possible impact of Covid-19 Pandemic has not been factored into the estimate of value since it is not yet possible to determine.

The report which follows outlines the market data collected and analyzed and appraisal methods employed.

Respectfully submitted,
BRUNSDON LAWREK & ASSOCIATES

Peter Lawrek, B.A., AACI, P.App, Fellow
Email: peterlawrek@brunsdonlawrek.com
Phone: 306-721-5523

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1.0 CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no past, present or prospective interest in the property that is the subject of this report, and I have no personal and/or professional interest or conflict of interest with respect to the parties involved with this assignment.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in and compensation for this assignment were not contingent upon developing and reporting predetermined results, the amount of the value estimate or a conclusion favouring the client, or the occurrence of a subsequent event.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) and the International Valuation Standards (IVS).
7. I have the knowledge and experience to complete the assignment competently, and where applicable this report is co-signed in compliance with CUSPAP.
8. The undersigned has personally viewed the property that is the subject of this report.
9. Except as herein disclosed, no one has provided significant professional assistance to the persons signing this report.
10. The Appraisal Institute of Canada has a mandatory continuing professional development program for designated members. As of the date of this report the undersigned have fulfilled the requirements of The Appraisal Institute of Canada's Continuing Professional Development Program.
11. The undersigned is a member in good standing of the Appraisal Institute of Canada.

Effective Date of Appraisal	November 21, 2020
Date Viewed	November 21, 2020
Date of Report/Certification	November 21, 2020
Location	Proposed 30 Acre Addition to New Horizon Commercial Park Quarter Mile North of Hwy #46 on West Side of Gravel Pit Road Proposed Parcel D Portion of SE 6-18-18-W2 Rural Municipality of Edenwold #158 3 Miles East of Regina, Saskatchewan
Estimate of Current Market Value	\$450,000

Certified and Viewed by:



Peter Lawrek, B.A., AACI, P.App, Fellow

2.0 CONTINGENT OR LIMITING CONDITIONS

ORDINARY ASSUMPTIONS AND LIMITING CONDITIONS:

The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP") and the following conditions:

1. This report is prepared at the request of the client and for the specific use referred to herein. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the authors, subject to the qualification below. Liability is expressly denied to any person other than the client and those who obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
2. Because market conditions, including economic, social and political factors change rapidly and, on occasion, without warning, the market value estimate expressed as of the effective date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.
3. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. Any search from Information Services Corporation (ISC) performed assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership. The legal description as reported is from ISC as of the search date shown on the title if included. The legal description has not been verified by legal counsel and should be so verified before being used in any conveyance or other legal document.
4. The subject property is presumed to comply with government regulations including zoning, building codes and health regulations. Any non-compliance may affect market value.
5. No survey of the property has been obtained unless included. Any sketches, photocopies, drawings, diagrams, photographs, etc., in the appraisal report show approximate dimensions and are included only to assist the reader of the report in visualizing the property.
6. This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. The fee for services rendered in preparing this report does not include a fee for court preparation or court appearance. Should a court appearance be required, additional fees will apply. Other arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.

7. Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. No engineering reports, soil analysis, geographical studies, chemical hazard inspections or environmental reports concerning the subject has been provided unless included. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.
8. The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the subject property.
9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. A concerted effort has been made to verify the accuracy of the information herein contained. Accordingly, the information is believed to be reliable and correct. Unless otherwise stated herein, we did not verify client-supplied information, which we believed to be correct.
10. The term “viewed” refers to observation and reporting of the general material finishing and conditions seen for the purposes of a standard appraisal inspection or if just land the physical characteristics of the land for the purposes of a standard appraisal inspection. The viewing scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only, in accordance with the CUSPAP.
11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The appraiser has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The appraiser has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this physical inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the appraiser.

12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the appraiser's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the appraiser's privacy policy and in accordance with the PIPEDA.
13. The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format are appropriate for the intended use.
14. Written consent from the authors must be obtained before any part of the appraisal report can be used for any use by anyone except the client and other intended users identified in the report. Where the client is the mortgagee and the loan is insured, liability is extended to the mortgage insurer. Liability to any other party or for any other use is expressly denied regardless of who pays the appraisal fee.
15. This appraisal report, its content and all attachments/addendums and their content are the property of the author. Use by any other person is a violation of the author's copyright. The client, intended users and any appraisal facilitator are prohibited, strictly forbidden and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.
16. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.
17. Words used in the singular shall, where the context so admits, include the plural, and vice versa and words used in the masculine shall include the feminine and vice versa.
18. The value estimate made herein is in Canadian Dollars and is "Net GST". In other words, the Goods and Services Tax (GST) is to be added, where applicable, to the value conclusion.
19. Where the intended use of this report is for financing or mortgage lending, it is a condition of reliance on this report that the authorized user has or will conduct loan underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct such loan underwriting and due diligence. Liability is expressly denied to those that do not meet this condition.

20. Where the intended use of this report is for mortgage insurance, it is a condition of reliance on this report that the authorized user will conduct loan insurance underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent mortgage insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, to conduct such loan insurance underwriting and/ due diligence. Liability is expressly denied to those that do not meet this condition.

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS

21. Extraordinary Limiting Condition

One or two of the three traditional approaches to value may have been excluded. The reasons for any exclusion are explained in this report.

22. Extraordinary Assumption

Refer to Letter of Transmittal regarding any assumptions.

APPRAISER'S NOTE:

Unless otherwise noted, no nearby anticipated public improvements or proposed private improvements would appear to have an impact on the herein concluded value.

Unless otherwise noted, any value of personal property associated with the real property herein, is deemed incidental to the value conclusion for the property type and caliber.

Unless otherwise noted, the concept of assemblage is not applicable to the value herein concluded. Assemblage is the merging of adjacent properties into one common ownership for a designated common use. Assemblage can result in a value of two or more merged properties having a value greater than the sum of the two or more properties values added together as individual entities.

3.0 SCOPE OF THE APPRAISAL ASSIGNMENT

The scope of this assignment and the services provided consist of the preparation of a current appraisal report on the subject property, utilizing the Canadian Uniform Standards of Professional Appraisal Practice (The Standards), including the following steps:

- inspect and photograph the site and all improvements;
- consider the conformity of the property to the location and to the applicable regulation regarding the usage of the property, and then to suggest the most likely potential utility (highest and best use or most probable use);
- collect, verify, analyze and reconcile recent market information regarding properties of similar utilization; and
- prepare a logical and supportable conclusion of the market value of the property, following recognized methods and techniques that are based on comparisons of similar properties to the subject.

Information contained herein is the result of personal collection and analysis. It includes on-site field inspections, interviews, observations, photography, cartography and reconciliation of all of the data. Some of the data utilized in this report has been gathered and verified by other specialists associated with this company.

Specific details have been retained in our files and are available if necessary. The final estimate of value is based upon only that information which has been collected, verified by this office and considered to be

appropriate. Information may not include all up-to-the-minute perceptions or transactions within the marketplace, however, a concerted and constant effort is made to monitor, examine and update all of the information that is available.

3.1 ENVIRONMENTAL COMMENTS

The appraiser is not qualified to conduct an environmental review on the subject property; refer to the Contingent or Limiting Conditions Section of this report for more details. For purposes of this appraisal, the site and building are assumed to be environmentally clean.

3.2 DEFINITION: MARKET VALUE

Market value is defined by the Appraisal Institute of Canada as follows:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress (see *The Appraisal of Real Estate, Third Canadian Edition*, Appraisal Institute of Canada; Larry Dybvig, Editor; Sauder School of Business, University of British Columbia, at 2.8).

The viewpoint of the Appraisal Institute of Canada expands the definition as follows:

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in Canadian dollars or in terms of financial arrangement comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale (ibid. at 2.10).

3.3 PROPERTY RIGHTS APPRAISED

Technically speaking, an appraisal does not value the real property itself, but the property rights. The rights to develop a property to its most probable use, or any other use belong to the owner of those rights.

The property rights appraised in this report are fee simple ownership.

The fee simple interest is the greatest interest an individual can own in land, or complete ownership in law, subject only to the governmental powers of taxation, expropriation, escheat and police powers (see *The Appraisal of Real Estate, Third Canadian Edition*, Appraisal Institute of Canada; Larry Dybvig, Editor; Sauder School of Business, University of British Columbia, at 6.1).

4.0 FACTUAL INFORMATION

4.1 CURRENT AND HISTORICAL OWNERSHIP

As of the land title search date, the subject property was registered in the name of 101245184 Saskatchewan Ltd. under Title #149178785. Refer to the *Certificate of Title* in the Addenda section for information on encumbrances registered on title(s). For purposes of this report the encumbrances are not considered to have an adverse effect on value unless indicated in this report. It is recommended that legal counsel review the title on your behalf prior to any action being taken.

According to Canadian Uniform Standards of Professional Appraisal Practice, a comment is required on the sales history of the subject property in the past three-year period. The subject was purchased by 101056728 Saskatchewan Ltd. (Northridge) for \$400,000 (\$3,136/acre for whole 127.56 acres) from Larry Lolacher on August 5, 2009. There is currently a conditional sale at \$450,000 for the subject 30 acres or \$15,000/acre.

4.2 ECONOMIC BACKGROUND PROVINCE OF SASKATCHEWAN DATA

Location:	Located in Western Canada between Alberta to the west and Manitoba to the east
Population:	1,178,684 – July 1, 2020 <i>(Government of Saskatchewan, Statistics http://publications.gov.sk.ca/documents/15/109725-QPR%202018%20Q3.pdf)</i>
Size:	250,000 square miles
Key Economic Sectors:	
Advanced Technology:	Approx. 30,000 direct and indirect jobs, providing innovative products and services in telecommunications, digital communications, software development, monitoring and remote sensing, computerized banking, geomatics, health and environmental systems.
Agriculture:	In 2019 Saskatchewan agri-food products exports were \$12.9B down from \$13.4B in 2018, which accounts for 43.5% of the province's total exports. Saskatchewan is the world's largest exporter of mustard, flaxseed and canola. In 2019, Saskatchewan's exports of live cattle decreased 6% from \$152 million to \$143 million. <i>(Saskatchewan Agriculture Exports 2019, June 2020.)</i>
Manufacturing:	Manufacturing plays a key role in Saskatchewan, making up 6% of the provincial GDP. Manufacturing shipments in 2019 were \$16.2B, \$17.9B in 2018, \$16B in 2017, \$14.3B in 2016, \$14.1B in 2015, \$16.5B in 2014, \$15.2B in 2013. International exports of manufactured goods were \$31.15B in 2018, \$28.0B in 2017, \$32.6B in 2015, \$35.5B in 2014, \$33.0B in 2013. <i>(Overview of the Manufacturing Sector in Saskatchewan 2008-2018, November 2019.)</i>
Mining:	In 2019, the value of Saskatchewan's mineral sales was approx. \$7.36B, which was a 9.3% increase from 2018. . Exploration expenditures in 2019 were \$264M, \$193.5M in 2018 which is an increase from 2017 at \$169.8M. Saskatchewan remained the world's largest leading potash producer and the second largest producer of uranium. The world's largest high-grade uranium deposits are located in northern Saskatchewan, which account for

just over 13% of the world's primary uranium production in 2019. Other significant mineral production include: gold, silica sand, salt and sodium sulphate, bentonite, clay, and coal. (*Saskatchewan Exploration and Development Highlights 2019, Miscellaneous Report 2019-2020*)
<https://www.nrcan.gc.ca/science-data/data-analysis/energy-data-analysis/energy-facts/uranium-and-nuclear-power-facts/20070>

Oil & Natural Gas:

Saskatchewan is the second highest producer of oil and third highest producer of natural gas in Canada and sixth largest produced in North America. In 2018 the oil and gas industry was the largest contributor to provincial GDP at an estimated 14.6% and accounted for approx. 36,000 direct and indirect jobs. \$9.8B in value of sales and over \$710M in provincial revenues. (*Saskatchewan Exploration and Development Highlights 2019, Miscellaneous Report 2019-2020.*)

Research:

Approximately 30% of Canada's ag-biotech research takes place in Saskatchewan. CLS (synchrotron) in Saskatoon is one of the 2 most powerful of its kind in North America. Boundary Dam by Estevan has the world's first and largest carbon capture and sequestration project.

Advantage:

One of the cheapest places to do business in the world

Workforce:

One of the best educated in Canada - about 60% of Saskatchewan's workforce has completed post-secondary education or training.

<https://www.saskatchewan.ca/business/investment-and-economic-development/advantages-of-doing-business-in-saskatchewan>

Trade:

Saskatchewan's total exports were \$29.8B in 2019, \$31.2B in 2018, \$28.9B in 2017, \$26.5B in 2016, \$32.8B in 2015 and \$35.2B in 2014. In 2018, Saskatchewan's highest valued exports were crude oil (\$7.6B), potassium chloride (\$6.4B), canola (\$4.8B), wheat (\$2.37B) and durum wheat (\$1.19B). 55.5% of exports went to the USA, while 14.8% went to China (31.1% increase), 3.6% went to Japan and 3% went to Brazil. (*STEP 2019 State of Trade, March 2020*)

Summary:

Saskatchewan has experienced steady growth.

Real GDP Statistics:

Year	2013	2014	2015	2016	2017	2018	2019 (F)	2020 (F)	2021 (F)
Canada	2.0%	2.4%	1.9%	2.1%	2.0%	2.0%	1.7%	1.6%	1.7%
Saskatchewan	6.5%	2.0%	-0.8%	-0.1%	1.7%	1.3%	0.6%	1.2%	1.9%

Source: RBC Economics, Provincial Outlook, December 2019

CITY DATA - REGINA

Location:

- Capital of Province of Saskatchewan
- 100 miles north of the US border near the south end of the province
- Located on the Trans-Canada Highway

Economic Base:

- Agriculture service
- Retail and distribution centre
- High civil service numbers
- Some of the largest employers are Evraz Inc. NA (steel plant), The Co-op Refinery Complex (upgrader), Canada Life Insurance, The Global

Transportation Hub, Farm Credit Canada, Government of Saskatchewan, and Viterra (grain company)

Unemployment Rate September 2020 (Seasonally Adjusted)		
Regina	7.4%	↓
Saskatchewan	7.8%	↓
Canada	10.0%	↓
Saskatoon, Saskatchewan	9.2%	↓
Winnipeg, Manitoba	9.4%	↓
Edmonton, Alberta	12.6%	↓
Calgary, Alberta	12.6%	↓

Source: <https://www150.statcan.gc.ca/t1/tb1/en/tv.action?pid=1410029401>

Industries/Sectors that Drive the Regina Economy

- 1) EVRAZ Inc. NA steel plant (purchased from IPSCO, Interprovincial Steel Company in 2008) employs approximately 1,000 full time employees. They have been expanding and expect continued growth in the future.
- 2) The Co-op Refinery Complex (Oil Refinery and Upgrader) employs over 800 full time people and hires over 1000 additional employees and contractors during peak periods. They have been expanding and should continue to grow in the future.
- 3) Head Office of Viterra grain company (formerly Saskatchewan Wheat Pool) employs 260 people in their Regina office.
- 4) Canada Life Insurance employs approximately 700 employees with their Western Canadian Regional Head Office located in Regina. No expansion is expected.
- 5) Farm Credit Canada moved from Ottawa to Regina in about 1992 and employs 766 full-time and part-time employees at their corporate and field offices in Regina. FCC is Canada's leading agricultural lender, with a healthy portfolio of more than \$38 billion and 26 consecutive years of portfolio growth.
- 6) Government of Saskatchewan: They are the largest user of Regina office space. SaskPower Corp. employs approx. 1,000 full time employees in Regina, SaskEnergy Inc. employs about 450 full time employees, SaskTel employs approx. 2,069 full time employees. All the Crown Corporations have grown in recent years and predict continued growth in the near future.
- 7) Government of Canada: They have a substantial number of employees in Regina.
- 8) The Global Transportation Hub (GTH) employs over 732 full time people on site, the majority at the Loblaw one million sq. ft. warehouse and distribution centre. Private sector investment in the GTH has topped \$485 million to date (Spring 2014). Companies such as CP, Loblaw, Morguard Investments, Saskatchewan Liquor and Gaming Authority, and SaskPower will operate out of the GTH. New investments are anticipated in the coming year.
- 9) Mosaic Potash (formerly IMC/Cargill) employs approximately 350 people in the Regina office and at their mine in nearby Belle Plaine. Recognized as one of the Saskatchewan's Top Employers in 2020.

Regina Population History:

	<u>June 30</u>
2014	221,996
2015	224,006
2016	231,154
2017	237,632
2018	237,735
2019	244,661

Source: Government of Saskatchewan, Health

Local Economy: The Regina economy is currently experiencing slow but steady growth.

Real Estate Market

Residential: Balanced market. Highest demand is for low to mid-range homes.

Multi-Family: Relatively good demand by investors due to low interest rates. Vacancy rate 7.8%. Average rent of a two-bedroom unit (new and existing) is \$1,128 per month. Only fair demand by tenants due to increasing supply and rising vacancy. Source: CMHC Rental Market Report, Oct 2019

Industrial/Warehouse: Only fair demand by buyers and tenants.

Q3 2015	2.97%
Q4 2016	2.53%
Q3 2017	3.41%
Q3 2018	4.62%
Q3 2019	4.79%
Q1 2020	5.05%

Source: Colliers Regina Industrial Market Report

Office: Good demand by investors but weak demand by tenants. Vacancy is rising due to new buildings constructed and weaker economy.

August	2012	1.42%
September	2013	5.25%
December	2014	11.03%
December	2015	13.31%
December	2016	12.87%
June	2017	12.71%
September	2018	12.60%
August	2019	12.47%
February	2020	12.88%
August	2020	14.07%

Source: Harvard Real Estate Survey

Retail: Relatively good demand especially for high quality locations. Survey by Colliers International vacancy rate: 2020 Q2: 6.55%, December 31, 2018: 5.01%, December 31, 2017: 4.59%, December 31, 2016: 2.64%, December 31, 2015: 2.87% and December 2014: 3.80%

Comments: The overall real estate market is relatively weak. It was strong during the economic boom of 2011 - 2013.

NUMBER & VALUE OF BUILDING PERMITS ISSUED, TOTAL, REGINA, HISTORICAL		
Year	Number	Value (\$000's)
2000	1,462	113,331.8
2005	1,670	241,529.0
2010	2,539	426,790.7
2012	3,342	773,272.6
2013	3,300	734,736.5
2014	3,251	628,109.0
2015	3,505	675,794.8
2016	3,373	605,247.9
2017	3,138	592,043.4
2018	2,590	409,141.6
2019	2,513	357,371.2
2020 (8 mths)	1,488	184,788.8

Source: <https://www.regina.ca/residents/building-demolition/announcements/>

HOUSING STARTS, REGINA CMA, HISTORICAL			
Year	Single Detached	Multiples	Total
2000	459	156	615
2005	572	316	888
2010	708	639	1,347
2012	1,289	1,804	3,093
2013	1,246	1,876	3,122
2014	707	1,516	2,223
2015	513	1,084	1,597
2016	667	896	1,563
2017	665	1,258	1,923
2018	352	787	1,139
2019	167	289	456
2020 (9 mths)	130	320	450

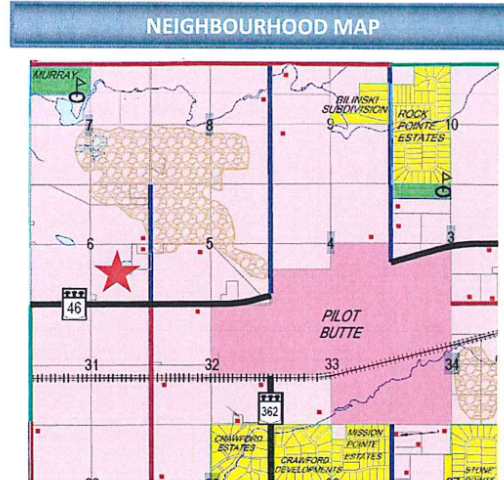
Source: [https://www03.cmhc-schl.gc.ca/hmip-pimh/en#Profile/4706027/4/Regina%20\(CY\)](https://www03.cmhc-schl.gc.ca/hmip-pimh/en#Profile/4706027/4/Regina%20(CY))

REGINA MLS RESIDENTIAL SALES (ALL NEIGHBOURHOODS WITHIN CITY)		
Year	Sales	Per Month
2010	3,048	254
2012	3,183	264
2013	3,060	255
2014	2,919	243
2015	2,740	228
2016	2,824	235
2017	2,679	223
2018	2,476	206
2019	2,594	216
2020 (9 mths)	2,299	255

Source: Saskatchewan Matrix

Demand for Subject: Weak demand for industrial development land like the subject due to the weak real estate market.

4.3 NEIGHBOURHOOD, LAND AND SITE DATA



The subject property is located in the west side of Gravel Pit Road ¼ mile north of Highway #46, 3 miles east of Regina and ½ mile west of the town of Pilot Butte in the Rural Municipality of Edenwold #158. The subject area is agricultural in nature with some residential acreages and light industrial buildings. There is a large gravel pit to the northeast of the subject.

NEIGHBOURING PROPERTIES

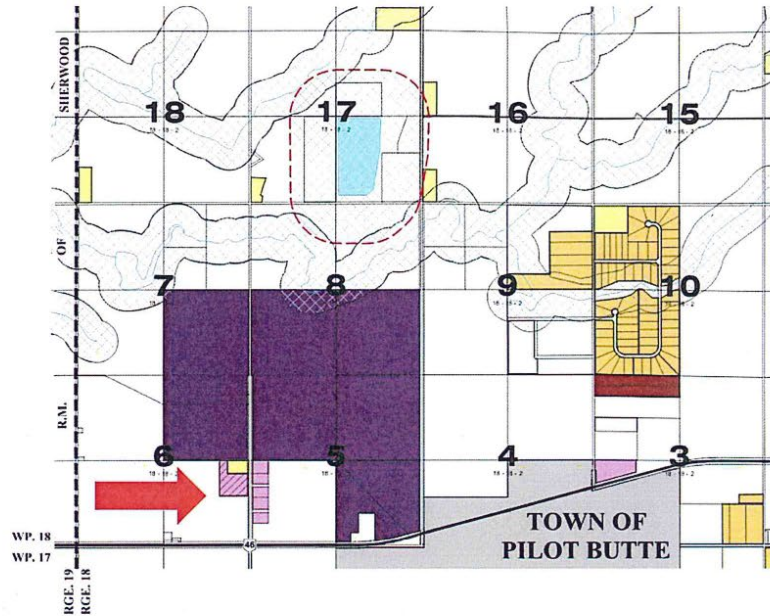
North	Acreages and farmland
South	Farmland that will be a future Northridge industrial subdivision
West	Farmland
East (across Gravel Pit Rd.)	New light industrial building and some new industrial lots.
Northeast (across Gravel Pit Rd.)	Light industrial building and gravel pit.
Conclusion	The neighbourhood is a good location for the subject property.

SITE DATA

Land Size	30 acres, L-shape. 384 ft. frontage on Gravel Pit Road, 1,530 ft. depth on south side.
Services	Electricity and natural gas to property line. Well and septic tank required.
Topography	Generally level, adequate drainage.
Access	Direct access from Gravel Pit Rd. which is a paved road.
Conclusion	Good access and exposure
Note	There is a SaskEnergy line that runs north/south through the west portion (see page 25). The buyer indicates it will probably be removed in the future, and if not, the buyer does not think it will prevent the future development plan.

4.4 LAND USE CONTROLS

Development in the Rural Municipality of Edenwold #158 is covered by Zoning Bylaw #2019-20. Under the bylaw, the subject property is currently zoned AR - Agriculture but will be rezoned to IND1 – C: Industrial Contract Zone as it will be incorporated in the New Horizon Commercial Park.



See Addenda for Zoning Description.

4.5 ASSESSMENT AND TAXES

2020 Total Assessed Value	\$152,900
2020 Taxable Assessed Value (55%)	\$84,095
2020 Total Property Taxes	\$466.23

The assessment and taxes are for the whole 127.56 acres parcel. Assessment and taxes for the proposed lot will be available once the land is subdivided.

Re-assessments are on 4-year cycles with the date of valuation 24 months prior. Values for 2017 to 2020 (January 1, 2015 value date), although market driven, do not reflect the current market value of the property.

5.0 PRINCIPLE OF HIGHEST AND BEST USE

Definition: That reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible and that results in the highest value.

The highest and best use of a property is a major factor affecting market value. The value of a property results from its use and varies with the present and prospective, actual and anticipated profit.

Highest and best use can be simply stated as that use likely to produce the greatest net return over a given period of time.

Criteria for determining highest and best use include:

- 1) The use must be legal and in compliance with zoning and building restrictions.
- 2) The use must be within the realm of probability; a likely one, not speculative or conjectural.
- 3) A demand for such use must exist.
- 4) The use must be profitable.
- 5) The use must provide the highest net return to the land.
- 6) The use must produce the return for the longest possible time.

The subject land is vacant. The Highest and Best Use is future industrial development with the New Horizon Commercial Park which is adjacent and immediately north.

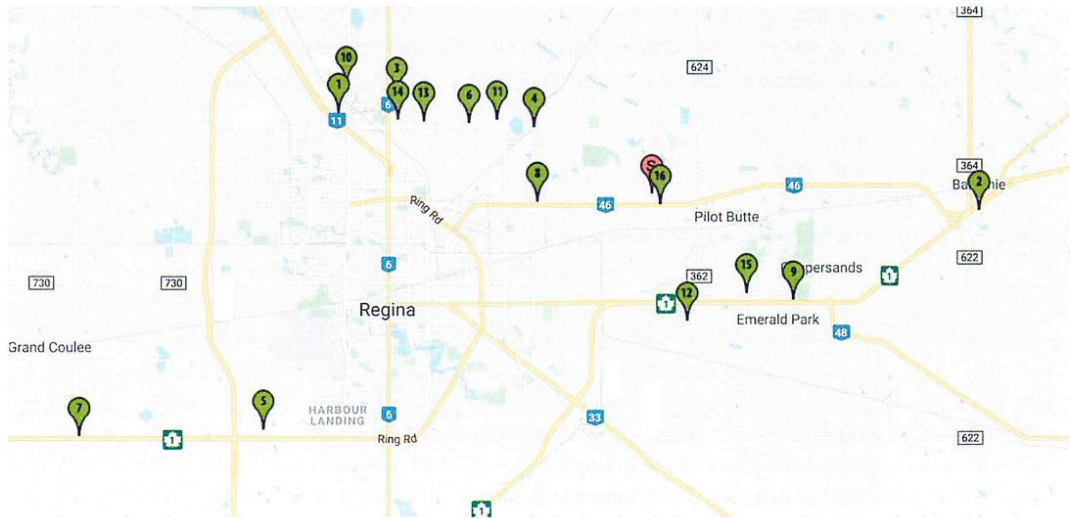
5.1 LAND VALUE ESTIMATE BY THE DIRECT COMPARISON APPROACH

This method involves the gathering, analyzing and comparing of data on similar properties that have been sold recently in the vicinity of the subject property.

This approach to value affirms the principle of substitution which briefly states that a prudent purchaser will not pay more for a property than it would cost to buy an equally desirable substitute, provided that there is no delay in making substitution.

The following sales were used to estimate the market value of the subject site.

LAND VALUE - DIRECT COMPARISON APPROACH							
Index	Address	City	Sale Price	Title Transfer Date	Land Size Acres	Zoning	Sale Price Per Acre
Subject	Proposed Parcel D	RM 158	N/A		30.00	AR	N/A
1	2500 Pasqua Street North	RM 159	\$1,637,000	Jul/20	84.11	AG	\$19,463
2	Proposed Block H in Block D Plan 101424934	RM 158	\$298,800	Jul/20	14.93	AR	\$20,013
3	Portion NW 18-18-19-W2	RM 159	\$2,695,000	Jan/20	108.14	I1	\$24,921
4	Inland Drive East of Fleet Street	RM 159	\$1,200,000	Jun/19	35.70	AG	\$33,613
5	SE 4-17-20-W2 Ext. 2	RM 159	\$1,696,640	Feb/19	154.24	A	\$11,000
6	NE Corner of Inland Dr. & Rge. Rd. 2194	RM 159	\$1,200,000	Aug/18	30.03	A	\$39,960
7	NE Corner of Highway #1 and Grand Coulee Rd.	RM 159	\$615,000		15.00	A	\$41,000
8	NE & SE 03-18-19-W2	RM 159	\$3,660,000	Jan/16	293.58	A	\$12,467
9	Hwy 1 east of Regina	RM 158	\$600,000	Jan/15	20.00	HPIC	\$30,000
10	SE 23-18-20-W2	RM 159	\$1,600,000	May/14	160.30	A	\$9,981
11	SE 16-18-19-W2	RM 159	\$2,500,000	Oct/12	159.85	A	\$15,640
12	SW 20-17-18-W2	RM 158	\$3,250,000	May/12	133.58	AR	\$24,330
13	Northwest corner of Inland Drive and Winnipeg St. North.	RM 159	\$2,000,000	Mar/12	116.31	A1	\$17,195
14	LSD 2 (Ext 6) Parcel 111618570, Portion of SE 18-18-19-W2	RM 159	\$1,675,000	Jan/12	40.10	A1	\$41,771
15	Carson Business Park	RM 158	\$2,950,000	Aug/11	141.27	AR	\$20,882
16	NW Corner of Hwy #46 and Gravel Pit Road	RM 158	\$1,199,900		127.56	AR	\$9,407
						Minimum	\$9,407
						Maximum	\$41,771
						Median	\$20,448



See *Land Sales* in the Addenda section for detailed information sheets on the indexes.

ANALYSIS AND CONCLUSION – LAND VALUE

Smaller sites and corner sites generally sell for a higher price per square foot / acre than larger sites and interior sites.

Index 1 (\$19,463/acre) is larger but has a superior location just north of Regina in the Sherwood Industrial Park. It has access to municipal water.

Index 2 (\$20,000/acre) is much smaller than the subject and has TransCanada Highway exposure.

Index 3 (\$24,921/acre) is larger but has a superior location and some site improvements.

Index 4 (\$33,613/acre) is similar in size but has rail access. The buyer was motivated.

Index 5 (\$11,000/acre) is on the TransCanada Highway west of Regina but is long term development land and larger. It has pipelines that limit development of all the acres.

Index 6 (\$39,960/acre) is similar in size but the buyer was motivated since they had a specific use. It has Inland Dr. frontage.

Index 7 (\$41,000/acre) is a smaller corner location on the TransCanada higher purchased for a future travel centre.

Index 8 (\$12,467/acre) is located west of the subject on Highway #46. It was purchased by the City of Regina for expansion of the landfill. It is much larger.

Index 9 (\$30,000/acre) is located southeast of the subject on TransCanada Highway #1. It is smaller and sold during a stronger market.

Index 10 (\$9,981/acre) is much larger.

Index 11 (\$15,640/acre) & Index 13 (\$17,195/acre) are larger. They were purchased for industrial subdivisions. They are good indicators.

Index 12 (\$24,330/acre) & Index 15 (\$20,882/acre) are larger and older sales that were used for industrial/highway commercial developments. They are on the TransCanada Highway. They sold during a stronger market.

Index 14 (\$41,771/acre) sold during a stronger market.

Index 16 (asking \$9,407/acre) is the asking price of the full 127.56 acres of the subject land.

The subject land will be incorporated into the New Horizon Industrial Park which began development in approx. 2014 and has been successful. There is a conditional sale of the subject 30 acres at \$450,000 or \$15,000/acre which is considered to be at market. Therefore, the estimate of market value is:

$$30 \text{ acres @ } \$ 15,000/\text{acre} = \$450,000$$

5.2 EXPOSURE TIME FRAME

By definition, reasonable exposure time inherent in the market value concept is always presumed to precede the effective date of the appraisal. Exposure time is different for various types of real estate and under various market conditions. The overall concept of reasonable exposure time encompasses not only adequate, sufficient and reasonable time, but also adequate, sufficient and reasonable marketing effort. Properties like the subject in and around Regina typically take between three to six months to sell. Therefore, the estimated exposure time frame for the subject property is in the three to six month range which is also the marketing time.

6.0 ADDENDA



BRUNSDON LAWREK & ASSOCIATES
REAL ESTATE APPRAISALS AND ADVISORY SERVICES

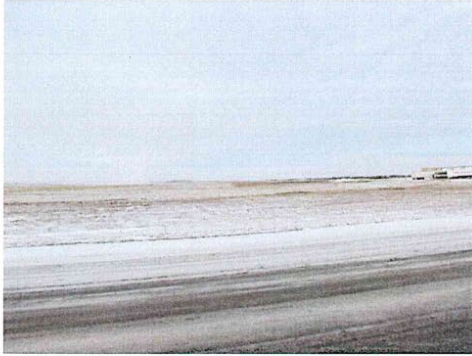
6.1 APPRAISER QUALIFICATIONS

Peter Lawrek, B.A., AACI, P.App, Fellow

POSITION	Managing Partner in the firm Brunsdon Lawrek & Associates, an independent real estate appraisal firm
QUALIFICATIONS	May 1975 – University of Regina, Bachelor of Arts Degree (Economics). December 1981 – AACI (Accredited Appraiser Canadian Institute) from the Appraisal Institute of Canada. Real Estate Appraiser in Regina since 1975. June 2016 – Awarded Fellow designation for exemplary contributions to the appraisal profession
EXPERIENCE	<p>Peter's appraisal experience covers a broad spectrum of commercial, institutional, multi-residential, agricultural and industrial properties, and includes market value appraisals of other types of real estate, market rent reports and consulting studies. Specialties include hotel/motel valuation, shopping centres, land development valuation, office and retail and expropriation.</p> <p>Approved appraiser for several lending institutions and has completed assignments for local, provincial and national clients. Appeared as an expert witness before the Court of Queen's Bench in the province of Saskatchewan, Surface Rights Arbitration and other arbitration hearings.</p> <p>Has lectured and spoke at Regina Real Estate Association, Saskatchewan Real Estate Forum and Appraisal Institute conferences. Contributor to Canadian Property Valuation magazine.</p>
COMMUNITY/ PROFESSIONAL INVOLVEMENT	<p>Chairman, Regina Chapter, Appraisal Institute of Canada 1983 1984 And 1984 1985. President, Saskatchewan Association, Appraisal Institute of Canada 1987-1988. Member of Executive Committee Saskatchewan Association, Appraisal Institute of Canada 1983 - 1993. Member of Sask. Assn. Professional Development Committee Since Early 1999. Member of Editorial Advisory Board, National Publications Committee, Appraisal Institute of Canada (1983 1985) And Member of National Membership Services Committee (1985-86). Member of The National Admissions Committee (1989-90). Member of Appraisal Institute National Adjudicating Committee 1999 – 2010 Including 2 Year Term as Chair. Member of Appraisal Institute National Appeal Committee September 2011 – June 2018. Past Advisor to First Nations Housing Group. Supporter of Habitat for Humanity.</p>
PROFESSIONAL MEMBERSHIPS	Appraisal Institute of Canada Accredited Appraiser Canadian Institute (AACI) Professional Appraiser (P.App.) Certificate #2140

6.2 PHOTOGRAPHS

Looking West at Subject from Gravel Pit Rd.



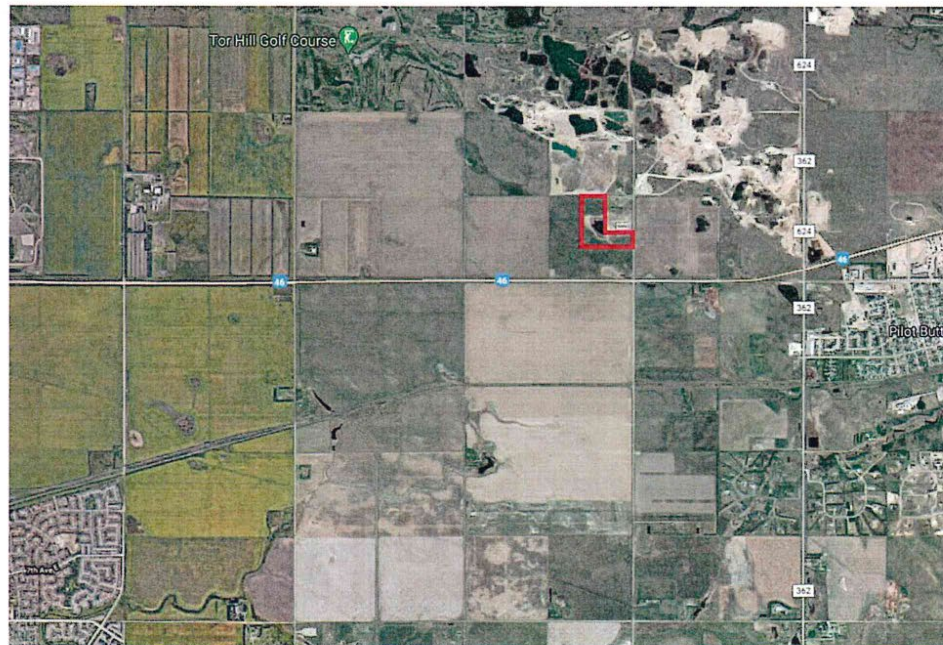
Looking North on Gravel Pit Rd.



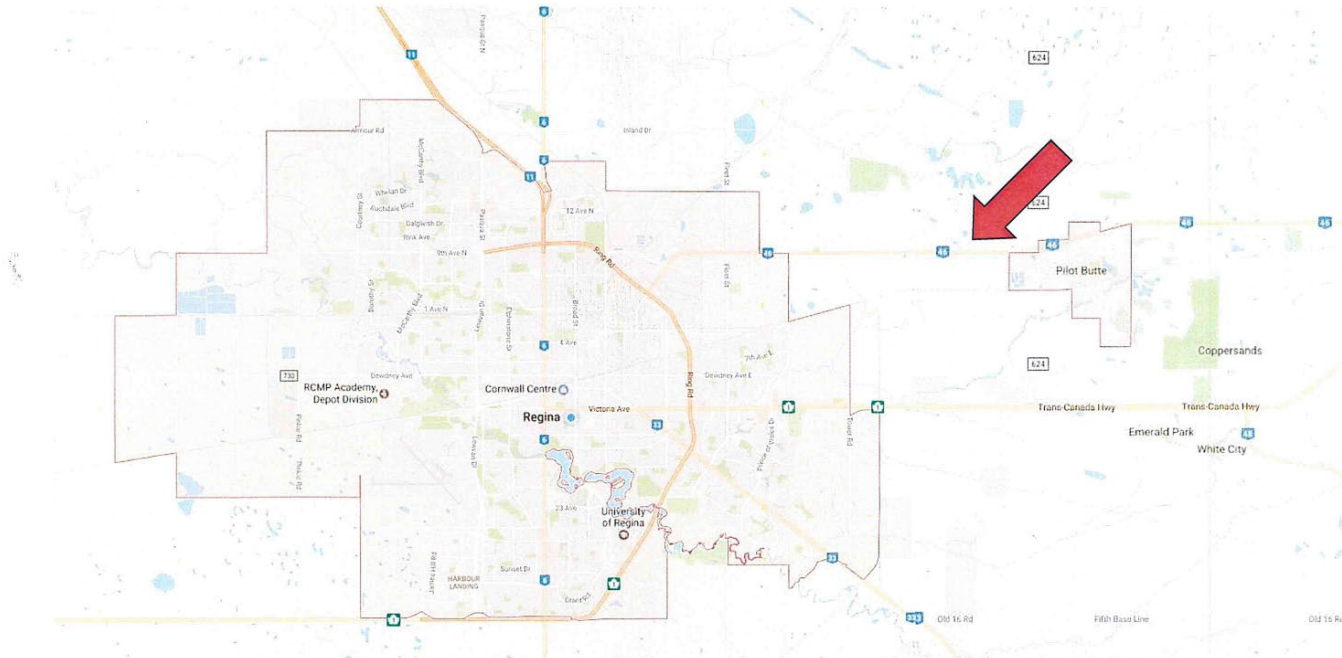
Looking South at Subject on Gravel Pit Rd.



6.3 AERIAL PHOTOGRAPH



6.4 AREA MAP



6.7 ZONING DESCRIPTION

19.0 General Industrial District (IND1)

No person shall within the General Industrial District (IND1) use any land, or erect, alter, or use any building or structure except in accordance with the following provisions.

19.1 Permitted Uses

- a) Use, building or structure accessory to the foregoing permitted use(s) and located on the same site as the principal use
- b) General industrial type I
- c) General industrial type II
- d) Agricultural commercial
- e) Agricultural industry
- f) Agricultural building assembly area
- g) Farm and industrial implement and vehicle sales, service and associated storage
- h) Trade yard, plant and/or office
- i) Lumber and building supply establishment
- j) Welding/machine shop
- k) Oilfield supply and service
- l) Landscaping establishment
- m) Commercial, large scale
- n) Commercial indoor storage facility
- o) Warehousing, storage and wholesale vending of goods produced on site
- p) Indoor repair, rental, servicing, storage, wholesale or any commodity and/or retail sales of any goods, materials and/or commodities excluding any hazardous materials
- q) Commercial telecommunication facility or tower
- r) Public utility
- s) Public works
- t) Solar energy system (commercial)
- u) Solar energy system (private)
- v) Recycling and collection depot (commercial)
- w) Trucking firm establishment
- x) Commercial cardlock operation
- y) Service station, car wash or gas bar or a combination of these uses on one site
- z) Vehicle repair
- aa) RTM and manufactured home manufacturing
- bb) RTM and manufactured home sale
- cc) Animal hospital/office of veterinary surgeon/pet grooming
- dd) Auction Mart
- ee) Business and/or professional office
- ff) Restaurant including drive-thru
- gg) Distillery/brewery
- hh) Post office
- ii) Wildlife or conservation management area
- jj) Recreation (commercial)
- kk) Pedestrian trail or pathway
- ll) Off-leash dog park

19.2 Discretionary Uses

The following uses shall be considered by Council subject to the completion of the Discretionary Use process as outlined in Section 3 of the General Administration of this Bylaw:

- | | |
|-------------------------------------|--|
| a) General industrial type III | l) Gas manufacturing, bulk storage or the filling of bulk gas cylinder |
| b) Truck wash facility | m) Concrete plant |
| c) Auto wrecker | n) Aggregate material storage, handling or processing |
| d) Storage of recreational vehicles | o) Sawmill |
| e) Stockyard | p) Clean fill operation and storage |
| f) Railway freight yard | q) Wind energy system (private) |
| g) Helicopter aerial landing pad | r) Licensed cannabis production facility |
| h) Waste disposal facility, solid | s) Cannabis retail outlet |
| i) Waste disposal facility, liquid | t) Meat processing plant/abattoir |
| j) Hazardous substance storage | |
| k) Bulk petroleum sale and storage | |

No person shall initiate any permitted, discretionary or accessory use prior to obtaining a Development Permit from the Development Officer.

19.3 Prohibited Uses

- 19.3.1 All uses not listed as permitted or discretionary are prohibited in the General Industrial District (IND1) Zoning District.

19.4 Principal and Accessory Buildings and Uses

- 19.4.1 All principal and accessory uses, buildings or structures require the submission of a Development Permit prior to commencing the use or construction unless it is identified as exempt from this process in Section 3 of the General Administration of this Bylaw.
- 19.4.2 All buildings and structures shall be constructed outside of all low-lying or flood-prone areas.
- 19.4.3 Filling, grading and leveling an area for the purpose of construction must occur with a suitable amount of fill and proper compaction of the fill material. A Development Permit for earthworks and site grading is required.
- 19.4.4 A Geotechnical Report is required to be submitted to the municipality before any development can occur on a previously filled and compacted site. All development must be carried out in conformance with the recommendations provided in the Geotechnical Report.
- 19.4.5 All accessory buildings shall be set back a minimum of 1.2 meters from the principal building. All other required setbacks are provided in Table 33 below in Section 19.5.

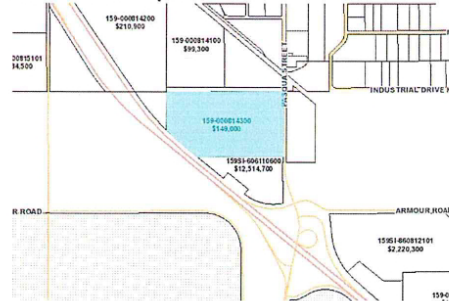
6.8 CERTIFICATE OF TITLE

Province of Saskatchewan	
Land Titles Registry	
Title	
Title #: 149178785	As of: 19 Nov 2020 11:26:13
Title Status: Active	Last Amendment Date: 14 Feb 2017 12:52:42.590
Parcel Type: Surface	Issued: 14 Feb 2017 12:52:42.223
Parcel Value: \$400,000.00 CAD	
Title Value: \$400,000.00 CAD	Municipality: RM OF EDENWOLD NO. 158
Converted Title: 79R10492	
Previous Title and/or Abstract #: 137879117	
101245184 SASKATCHEWAN LTD. is the registered owner of Surface Parcel #163512211	
Reference Land Description: SE Sec 06 Twp 18 Rge 18 W 2 Extension 2 As shown on Plan 101924726	
This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of <i>The Land Titles Act, 2000</i> .	
<u>Registered Interests:</u>	
Interest #: 178064017	CNV Easement
	Value: N/A Reg'd: 20 Dec 1972 01:00:45 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Interest Scheduled Expiry Date: N/A Expiry Date: N/A
	E 400 Feet Holder: Saskatchewan Telecommunications 13th Floor, 2121 Saskatchewan Drive Regina, Saskatchewan, Canada S4P 3Y2 Client #: 100006861
	Int. Register #: 101300386 Converted Instrument #: 72R44698
Interest #: 178064028	Pipelines Act - Easement
	Value: N/A Reg'd: 26 Sep 2007 08:54:46 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Interest Scheduled Expiry Date: N/A Expiry Date: N/A
	Holder:

	SASKATCHEWAN WATER CORPORATION 200 - 111 FAIRFORD STREET EAST MOOSE JAW, SK, Canada S6H 1C8 Client #: 100313143
	Int. Register #: 113257638
Interest #: 178064039	Saskatchewan Water Corporation Act Easement Value: N/A Reg'd: 26 Sep 2007 09:14:35 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Interest Scheduled Expiry Date: N/A Expiry Date: N/A
	Holder: SASKATCHEWAN WATER CORPORATION 200 - 111 FAIRFORD STREET EAST MOOSE JAW, SK, Canada S6H 1C8 Client #: 100313143
	Int. Register #: 113257841
<u>Addresses for Service:</u>	
Name	Address
Owner: 101245184 SASKATCHEWAN LTD. Client #: 129204042	500-616 MAIN STREET SASKATOON, SK, Canada S7H 0J6
<u>Notes:</u>	

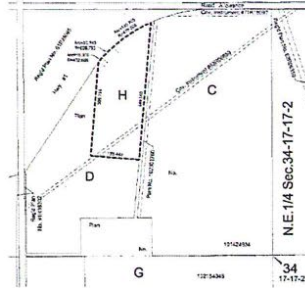
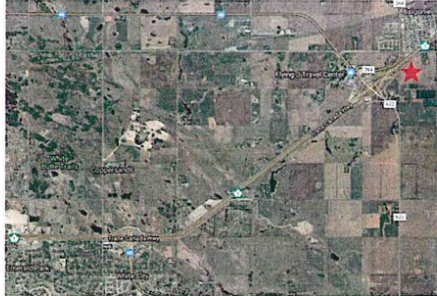
6.9 LAND SALES

Land Sale: 1
Land - Agricultural Undeveloped Land



Transaction			
Address	2500 Pasqua Street North	Vendor	Shaw Pipe Protection Limited
City	Rural Municipality of Sherwood No. 159 Saskatchewan	Purchaser	Cougar Property Management Inc.
Market Type	RM 159 - Sherwood Industrial Park	Sale Status	Closed
Parcel(s)	111385762	Contract Date	
Legal Description	SE 14-18-20-W2	Title Transfer Date	July 30, 2020
Property ID#	28963	Sale Price	\$1,637,000
		Title Number	153123252
Site			
Land Acres	84.11	Zoning	AG - Agriculture
Land Sq Ft	3,663,832	Shape	Rectangular with corner cut
Parcel Type		Topography	Generally level, adequate drainage
Services	There is municipal water line in front. No sewer.		
Location	Immediately north of Highway 11 just north of Regina city limits.		
Financial Data			
Sale Price/SF of Land	\$.45		
Sale Price/Acre Land	\$19,463		
Sale Remarks			
The site is currently zoned AG - Agriculture but the buyer will rezone to I - Industrial. Purchaser is a trucking company. Was originally listed May 2020 asking \$2,100,000 or \$24,967 per acre. Listing Agent: Walker Moulding, CBRE			

Land Sale: 2
Land - Agricultural Undeveloped Land



Transaction			
Address	Proposed Block H in Block D Plan 101424934	Vendor	101037916 Saskatchewan Ltd.
City	Rural Municipality of Edenwold No. 158 Saskatchewan	Purchaser	Nutrien Ag Solutions (Canada) Inc.
Market Type	RM 158 - Southeast	Sale Status	Closed
Parcel(s)	203806100	Contract Date	November 1, 2019
Legal Description	Proposed Block H in Block D Plan 101424934	Title Transfer Date	July 3, 2020
Property ID#	Portion of NW 34-17-17-W2 28507	Sale Price	\$298,800
		Title Number	153048933
Site			
Land Acres	14.93	Zoning	AR - Agriculture Resource District
Land Sq Ft	650,351	Shape	Irregular
Parcel Type	Interior	Topography	
Services	Natural gas and electricity are on adjacent land to east. Will need well for water. Sewer to be connected to Balgonie's municipal wastewater system which is an underground line on east side of subject land.		
Location	South side of Trans-Canada Highway #1, immediately south of Balgonie		
Financial Data			
Sale Price/SF of Land	\$.46		
Sale Price/Acre Land	\$20,013		
Sale Remarks			
Purchased for new Nutrien fertilizer retail facility.			

Land Sale: 3
Land - Industrial Land



Capture



Capture1

Transaction			
Address	Portion NW 18-18-19-W2	Vendor	Degelman Industries Ltd.
City	Rural Municipality of Sherwood #159 Saskatchewan	Purchaser	DIL Ventures GP Inc.
Market Type	RM 159 - Sherwood Industrial Park	Sale Status	Closed
Parcel(s)	110907491	Contract Date	
Legal Description	Portion NW 18-18-19W2	Title Transfer Date	January 6, 2020
Property ID#	26233	Sale Price	\$2,695,000
		Title Number	152580573

Site			
Land Acres	108.14	Zoning	I1 : Light Industrial
Land Sq Ft	4,710,578	Shape	Rectangular
Parcel Type		Topography	Generally level, adequate drainage
Services	No services.		
Location	East Side of Highway #6 Immediately North of Regina, Saskatchewan Sherwood Industrial Park		

Financial Data	
Sale Price/SF of Land	\$.57
Sale Price/Acre Land	\$24,921

Sale Remarks

Seller retained partial ownership.
Purchaser later added fill and gravel on approximately 3 acres where farm machinery is stored. The cost was reportedly \$350,000.
Degelman Industries Ltd. purchased the subject property June 2011 for \$2,695,000 or \$25,005/acre from King Farm Syndicate Holding Inc. based on 107.78 acres.

Land Sale: 4
Land - Agricultural Undeveloped Land



Transaction			
Address	Inland Drive East of Fleet Street	Vendor	Barry and Penny Husum
City	Rural Municipality of Sherwood No.159 Saskatchewan	Purchaser	Custom Agricultural Intelligence Inc.
Market Type	RM 159 -	Sale Status	Closed
Parcel(s)	111656055, 111656066	Contract Date	
Legal Description	Parcel C & D, Plan 101350370 Ext. 10 & 11, Ptn of SE 15-18-19 W2	Title Transfer Date	June 7, 2019
Property ID#	27786	Sale Price	\$1,200,000
		Title Number	151950517, 151950483

Site			
Land Acres	35.70	Zoning	AG - Agricultural District
Land Sq Ft	1,555,092	Shape	Irregular
Parcel Type		Topography	Generally level, adequate drainage
Services	Parcel D (east) is serviced with septic, gas and power, water is hauled in to cistern. Parcel C (west) is unserviced		
Site Description	Divided into two parcels by the railway. West parcel is 24.39 acres and east parcel is 11.31 acres. East parcel has yard site with mobile home		
Location	Located 1 mile north of Regina on Inland Drive		

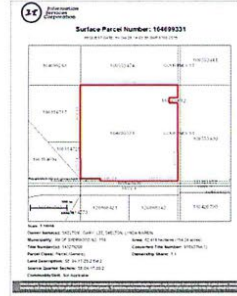
Financial Data	
Sale Price/SF of Land	\$.77
Sale Price/Acre Land	\$33,613

Sale Remarks

The subject land is split by the CNR railway line and the Parcel C (west) is 24.34 acres and Parcel D (east) is 11.31 acres. The yard site (Parcel D) has a mobile home built in 2000, detached garage and two quonsets. Buyer intends to construct a food waste processing building on the west parcel and will build a rail spur. East parcel will be developed later. Buyer will use yard site as residence for employee.

\$1,400,000 was sale price less value of the yard improvements, yard electricity, septic tank, water cistern, landscaping and natural gas at \$200,000 excluding any land value

Land Sale: 5
Land - Agricultural Undeveloped Land



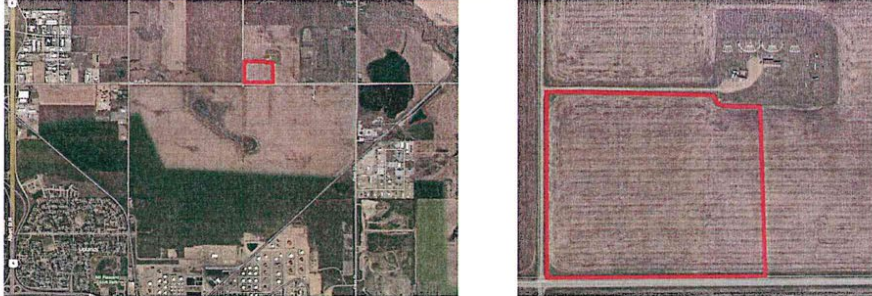
Transaction			
Address	SE 4-17-20-W2 Ext. 2	Vendor	Gary & Lynda Skelton
City	R.M. of Sherwood # 159	Purchaser	Dream Asset Management Corporation
Market Type	RM 159 -	Sale Status	Closed
Parcel(s)	164699331	Contract Date	December 1, 2016
Legal Description	SE 4-17-20-W2 Ext. 2	Title Transfer Date	February 4, 2019
Property ID#	22822	Sale Price	\$1,696,640
		Title Number	151535651

Site			
Land Acres	154.24	Zoning	A - Agriculture
Land Sq Ft	6,718,694	Shape	Rectangular with slight irregularity
Parcel Type	Interior	Topography	Generally level, adequate drainage
Services	No services		
Site Description	One pipeline runs east/west on north side. One pipeline runs east/west in middle, One pipeline runs north/south on east side.		
Location	North side of Trans-Canada Highway #1 immediately west of Regina city limits. NW corner of Courtney St. and Hwy #1.		

Financial Data	
Sale Price/SF of Land	\$.25
Sale Price/Acre Land	\$11,000

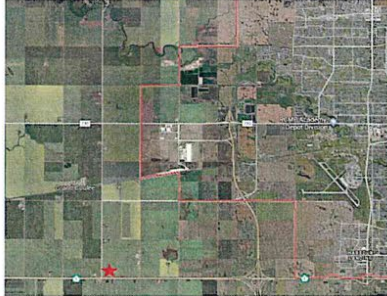
Sale Remarks
Future use would probably be annexation by City of Regina for residential use (Harbour Landing extension) but this is very long term (25 years or more). If no pipelines buyer would have paid \$15,000 acre.
3 payments over 3 years: Feb/17, Feb/18 & Feb/19. Title transfer upon final payment.

Land Sale: 6
Land - Agricultural Undeveloped Land



Transaction			
Address	NE Corner of Inland Dr. & Rge. Rd. 2194	Vendor	Regina Trap & Skeet Club Inc.
City	RM of Sherwood #159 Saskatchewan	Purchaser	Varzari Trading Ltd.
Market Type	RM 158 -	Sale Status	Closed
Parcel(s)	203466809	Contract Date	
Legal Description	Block A Plan 102286065 SW 16-18-19-W2	Title Transfer Date	August 2, 2018
Property ID#	27919	Sale Price	\$1,200,000
		Title Number	150968920
Site			
Land Acres	30.03	Zoning	A - Agriculture
Land Sq Ft	1,308,107	Shape	Rectangular
Parcel Type		Topography	Generally level, adequate drainage
Dimensions	1,283 ft. frontage on Inland Dr. x 983 ft, depth		
Services	Unserviced.		
Site Description	To be rezoned I - Industrial.		
Location	1 mile north of Regina, 2 miles east of Hwy #6 North		
Financial Data			
Sale Price/SF of Land	\$.92		
Sale Price/Acre Land	\$39,960		
Sale Remarks			
To be used for a steel/pipe yard			

Land Sale: 7
Land - Agricultural Undeveloped Land



Transaction			
Address	NE Corner of Highway #1 and Grand Coulee Rd.	Vendor	Heenan Acres Ltd.
City	R.M. of Sherwood #159 Saskatchewan	Purchaser	Suncorp Truck Stop
Market Type	RM 159 -	Sale Status	In-Contract
Parcel(s)	110623496	Contract Date	October 1, 2017
Legal Description	Pt. SW 02-17-21-W2	Title Transfer Date	
Property ID#	27946	Sale Price	\$615,000
		Title Number	No title transfer as of November 18, 2020
Site			
Land Acres	15.00	Zoning	A - Agriculture
Land Sq Ft	653,400	Shape	
Parcel Type		Topography	Generally level, adequate drainage
Services	No services. Water will be extended from Grand Coulee 2.5 miles north.		
Location	4.5 Miles west of Regina		
Financial Data			
Sale Price/SF of Land	\$.94		
Sale Price/Acre Land	\$41,000		
Sale Remarks			
Possession expected in 2020 once approved by the RM of Sherwood.			

Land Sale: 8
Land - Agricultural Undeveloped Land



Transaction			
Address	NE & SE 03-18-19-W2	Vendor	Saskatchewan Property Management Corporation
City	R.M. of Sherwood #159 Saskatchewan	Purchaser	City of Regina
Market Type	Rural - SK-SE	Sale Status	Closed
Parcel(s)	161618395, 110860174	Contract Date	
Legal Description	NE & SE 03-18-19-W2	Title Transfer Date	January 19, 2016
Property ID#	20627	Sale Price	\$3,660,000
		Title Number	110860174

Site			
Land Acres	293.58	Zoning	A - Agriculture
Land Sq Ft	12,788,345	Shape	Rectangular with slight irregularity
Parcel Type	Corner	Topography	Basically Level
Dimensions	2445' x 5219' x 2456' x 5218'		
Services	No services		
Location	Located in the RM of Sherwood, along the east boundary of the City of Regina. Property is located on the northwest corner of Highway 46 and Prince of Wales Drive. Frontage on Highway 46. Adjacent to City of Regina Landfill and Wellings Industrial subdivision. The west half of the land adjacent to City of Regina Landfill is designated City of Regina Landfill Setback which prohibits residential construction within 457 meters (1,500 ft.).		

Financial Data	
Sale Price/SF of Land	\$.29
Sale Price/Acre Land	\$12,467

Sale Remarks
Purchased by City of Regina for buffer and expansion of the land fill.

Land Sale: 9
Land - Industrial Land



Transaction			
Address	Hwy 1 east of Regina	Vendor	Aquila Holdings Ltd.
City	R.M. of Edenwold # 158	Purchaser	101270981 Saskatchewan Ltd. (Phil Bergen)
	Saskatchewan	Sale Status	Closed
Market Type	RM 158 -	Contract Date	
Parcel(s)	164040016	Title Transfer Date	January 20, 2015
Legal Description	Block A Plan 101941725		
	Portion of NW 23-17-18-W2	Sale Price	\$600,000
Property ID#	22752	Title Number	146162819
Site			
Land Acres	20.00	Zoning	HPCI - High Profile Commercial/Industrial
Land Sq Ft	871,200	Shape	Rectangular
Parcel Type	Interior	Topography	Basically Level
Services	none		
Site Description	Unserviced. Drainage improvements are required.		
Location	Located on Highway No. 1 North Service Road. Across from White City		
Financial Data			
Sale Price/SF of Land	\$.69		
Sale Price/Acre Land	\$30,000		

Land Sale: 10
Land - Agricultural Undeveloped Land



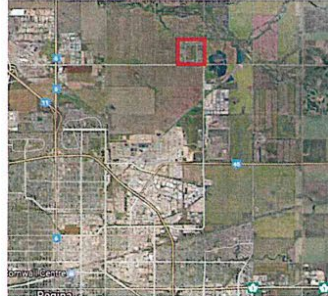
Transaction			
Address	SE 23-18-20-W2	Vendor	Dennis & Anne Wendel
City	R.M. of Sherwood #159 Saskatchewan	Purchaser	101214346 Saskatchewan Ltd.
Market Type	RM 159 - Sherwood Industrial Park	Sale Status	Closed
Parcel(s)	110489362	Contract Date	
Legal Description	SE 23-18-20-W2	Title Transfer Date	May 8, 2014
Property ID#	20629	Sale Price	\$1,600,000
		Title Number	145031824

Site			
Land Acres	160.30	Zoning	A - Agriculture
Land Sq Ft	6,982,668	Shape	Square
Parcel Type	Corner	Topography	Generally level, adequate drainage
Dimensions	2635' x 2637' x 2642' x 2644'		
Services	none		
Site Description	Site is unserviced and undeveloped.		
Location	Located in the RM of Sherwood, adjacent the Sherwood Industrial Park. Property is located on the northwest corner of Pasqua Street North and Sherwood Road.		

Financial Data	
Sale Price/SF of Land	\$.23
Sale Price/Acre Land	\$9,981

Sale Remarks
Purchased for development of a future industrial subdivision

Land Sale: 11
Land - Agricultural Undeveloped Land



Transaction			
Address	SE 16-18-19-W2	Vendor	Hellen Marie Husum
City	R.M. of Sherwood # 159	Purchaser	First West Properties Inc.
	Saskatchewan		
Market Type	RM 159 -	Sale Status	Closed
Parcel(s)	110907479	Contract Date	
Legal Description	SE 16-18-19-W2	Title Transfer Date	October 23, 2012
Property ID#	18449	Sale Price	\$2,500,000
		Title Number	142831919

Site			
Land Acres	159.85	Zoning	A - Agriculture
Land Sq Ft	6,963,066	Shape	Square
Parcel Type	Corner	Topography	Generally level, adequate drainage
Services	none		
Site Description	Site is undeveloped and unserviced.		
Location	NW corner of Fleet St. extension and Inland Drive extension, one mile north of Regina city limits R.M. of Sherwood #159, Saskatchewan		

Financial Data	
Sale Price/SF of Land	\$.36
Sale Price/Acre Land	\$15,640

Sale Remarks
Purchased for new industrial subdivision called Parker Industrial Park.

Land Sale: 12
Land - Agricultural Undeveloped Land



Transaction			
Address	SW 20-17-18-W2	Vendor	Ronald and Mildred Leonard
City	R.M. of Edenwold #158	Purchaser	Gary L. Redhead Holdings Ltd.
	Saskatchewan		
Market Type	RM 158 -	Sale Status	Closed
Legal Description	SW 20-17-18-W2	Title Transfer Date	May 4, 2012
Property ID#	18514	Sale Price	\$3,250,000
		Title Number	142139998

Site			
Land Acres	133.58	Zoning	AR - Agricultural/Resource District
Land Sq Ft	5,818,745	Shape	Irregular
Parcel Type	Corner	Topography	Generally level, adequate drainage
Services	none		
Site Description	Site is undeveloped and unserviced.		
Location	1/2 mile west of Southwest corner of Highways #1 and #362 which is the Pilot Butte access road. 4 miles east of Regina at the time of sale.		

Financial Data	
Sale Price/SF of Land	\$.56
Sale Price/Acre Land	\$24,330

Sale Remarks
Buyer will use for new Redhead equipment building (industrial equipment and large truck sales). There will be some excess land which Redhead will either develop or sell off.
Redhead later had a municipal water line extended to the site from Great Plains Industrial Park.

Land Sale: 13
Land - Agricultural Undeveloped Land



Transaction			
Address	Northwest corner of Inland Drive and Winnipeg St. North.	Vendor	Orville and Evelyn Williams
City	R.M. of Sherwood #159 Saskatchewan	Purchaser	DBR Developments Ltd.
Market Type	RM 159 -	Sale Status	Closed
Legal Description	LSD 1, 7 & 8 in SE 18-18-19-W2	Title Transfer Date	March 13, 2012
Property ID#	22750	Sale Price	\$2,000,000
		Title Number	141892746, etc

Site			
Land Acres	116.31	Zoning	A1 - Agricultural Zone
Land Sq Ft	5,066,464	Shape	L-Shaped
Parcel Type	Corner	Topography	Generally level, adequate drainage
Services	none		
Site Description	Unserviced.		
Location	North of Regina		

Financial Data	
Sale Price/SF of Land	\$.39
Sale Price/Acre Land	\$17,195

Sale Remarks
Buyer intends to use for industrial subdivision.

Land Sale: 14
Land - Agricultural Undeveloped Land



Transaction			
Address	LSD 2 (Ext 6) Parcel 111618570, Portion of SE 18-18-19-W2	Vendor	Calvin & Patricia Kelly
City	R.M. of Sherwood #159 Saskatchewan	Purchaser	101196187 Saskatchewan Ltd.
Market Type	RM 159 -	Sale Status	Closed
Parcel(s)	111618570	Contract Date	
Legal Description	LSD 2 (Ext 6) Parcel 111618570, Portion of SE 18-18-19-W2	Title Transfer Date	January 16, 2012
Property ID#	18405	Sale Price	\$1,675,000
		Title Number	141688637

Site			
Land Acres	40.10	Zoning	A - Agriculture
Land Sq Ft	1,746,756	Shape	Square
Parcel Type	Corner	Topography	Generally level, adequate drainage
Services	none		
Site Description	Site is undeveloped and unserviced.		
Location	1/2 mile east of intersection of Inland Drive and Hwy #6 North, immediately east of Sherwood Industrial Park		

Financial Data	
Sale Price/SF of Land	\$.96
Sale Price/Acre Land	\$41,771

Sale Remarks
Buyer intends to develop industrial subdivision.

Land Sale: 15
Land - Agricultural Undeveloped Land



Transaction			
Address	Carson Business Park	Vendor	Emerald Plains Properties Inc.
City	R.M. of Edenwold #158 Saskatchewan	Purchaser	Aquila Holdings Ltd.
Market Type	RM 158 -	Sale Status	Closed
Parcel(s)	110908065	Contract Date	June 20, 2011
Legal Description	NW 22-17-18-W2	Title Transfer Date	August 4, 2011
Property ID#	22748	Sale Price	\$2,950,000
		Title Number	14027612

Site			
Land Acres	141.27	Zoning	AR - Agricultural Zone
Land Sq Ft	6,153,721	Shape	L-Shaped
Parcel Type	Corner	Topography	Generally level, adequate drainage
Services	none		
Site Description	Unserviced.		
Location	5 miles east of Regina city limits North Service Road Trans Canada Highway #1 R.M. of Edenwold #158 Across Highway from Great Plains Industrial Park. Across road to east of Balzer's Canada Inc.		

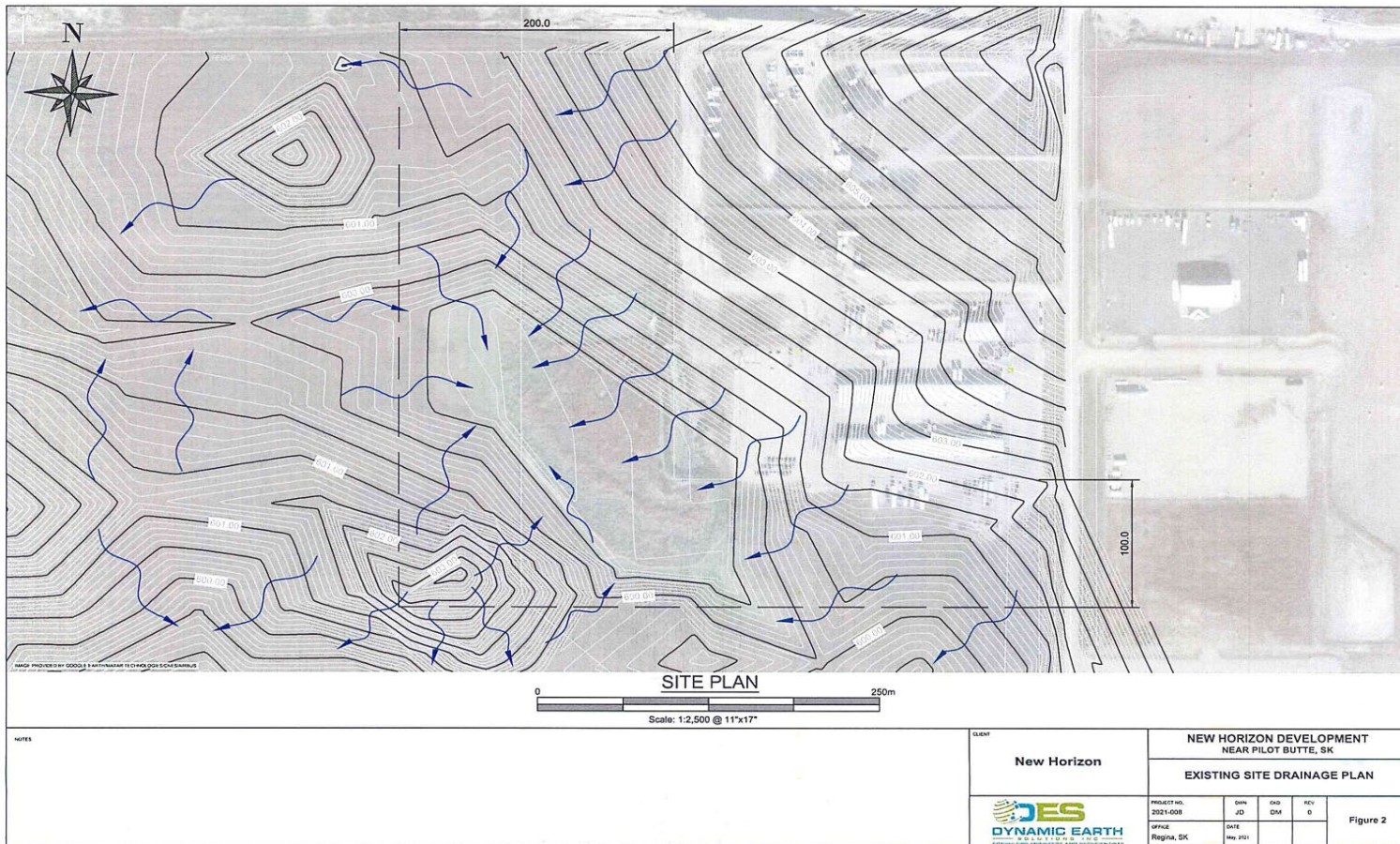
Financial Data	
Sale Price/SF of Land	\$.48
Sale Price/Acre Land	\$20,882

Sale Remarks
Aquila Holdings Ltd. (owned by Carson Energy) who used the land for their own new building and for the development of the Carson Business Park which is a fully serviced light industrial/highway commercial subdivision.

Land Sale: 16
Land - Agricultural Undeveloped Land

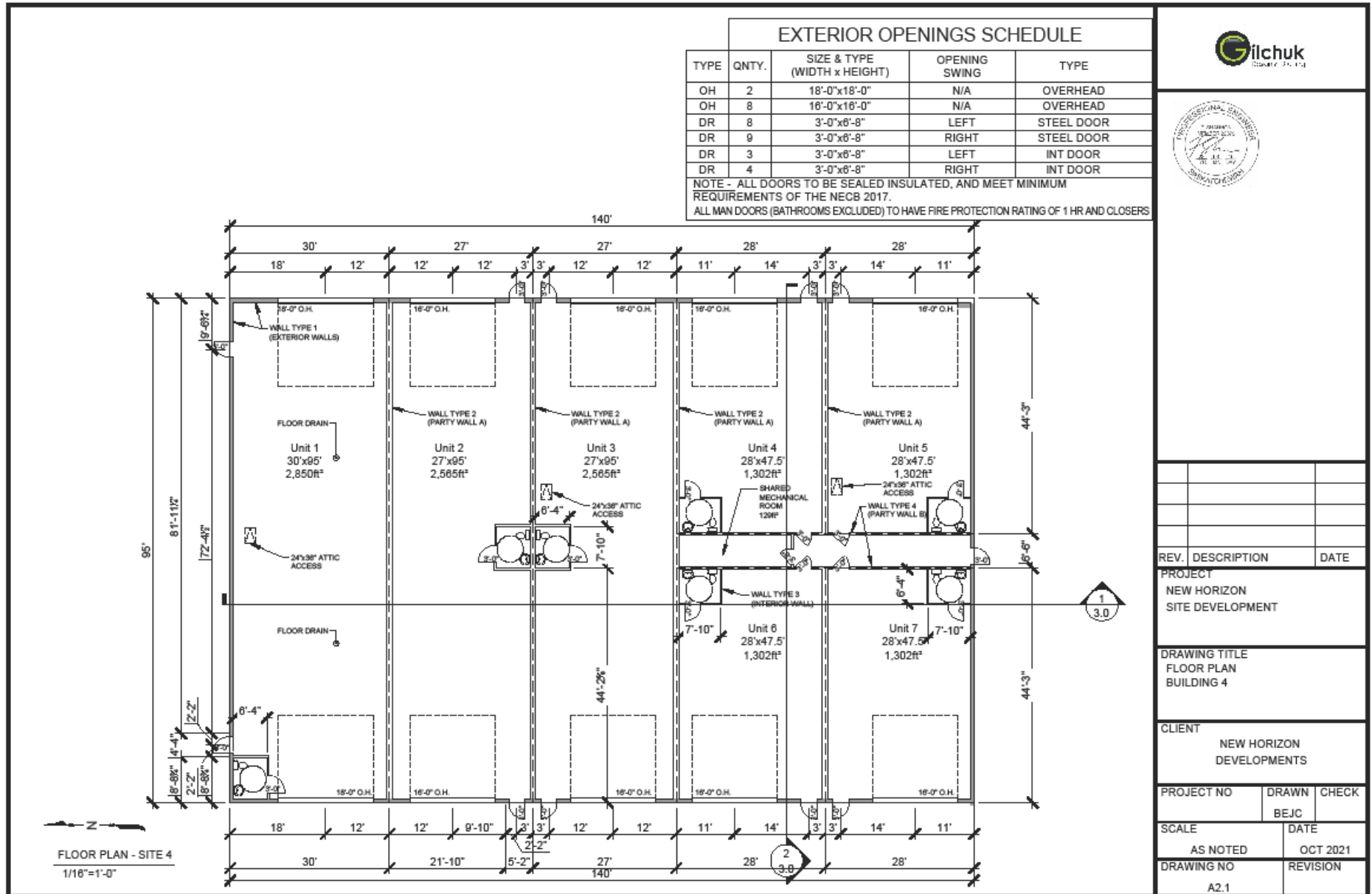


Transaction			
Address	NW Corner of Hwy #46 and Gravel Pit Road	Vendor	101245184 Saskatchewan Ltd.
City	R.M. of Edenwold 158 Saskatchewan	Purchaser	
Market Type	-	Sale Status	Listing
Parcel(s)	163512211	Contract Date	
Legal Description	SE 6-18-18-W2 Ext. 2	Title Transfer Date	
Property ID#	29650	Sale Price	\$1,199,900
Site			
Land Acres	127.56	Zoning	AR - Agriculture Resource District
Land Sq Ft	5,556,514	Shape	Corner
Parcel Type	Corner	Topography	
Dimensions	2,355 ft. frontage on Hwy #46, 1,439 ft. depth on Gravel Pit Rd.		
Services	Unserviced. Natural gas and electricity to property line. Well and septic tank required.		
Location	3 miles east of Regina and ½ mile west of the town of Pilot Butte. Immediately south of New Horizon Commercial Park		
Financial Data			
Sale Price/SF of Land	\$.22		
Sale Price/Acre Land	\$9,407		
Sale Remarks			
Listing agent John Chung Royal LePage.			



APPENDIX F – LOT AND UNIT NUMBERING

F.1 LOT 4 WITH UNIT NUMBERS

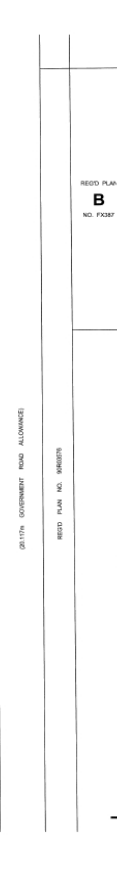
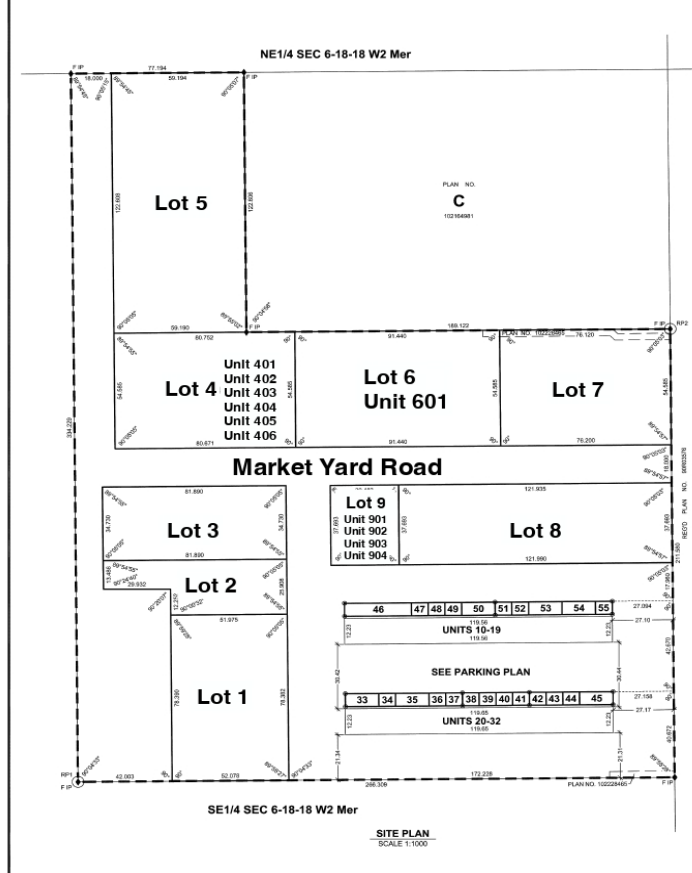


F.2 LOT AND UNIT NUMBERS

Change Order No. 100031207
Marked on 08-Aug-2018
Amended notes

PPS #102285378
Approved: 16-Jul-2018

SHEET 1 OF 3



BARE LAND AND BUILDING CONDOMINIUM
Pertaining to All Units

NOTE:

- Measurements are in metres and decimals thereof.
- Lot numbers are as shown UNIT 1, UNIT 2, UNIT 3, etc.
- Standard iron posts found are shown thus:
- 3/4" steel rods not designated with a unit number are common property.
- Area to be approved is outlined by a heavy dashed line.
- All parcels within the line of approval have an extension.
- Parking spaces are identified on the Parking Plan as P1, P2, etc. and are designated as ~~residential purposes, as per Section 11(2)(b) of the Condominium Property Act, 1983.~~
- Reference Points are shown thus: RP1 RP2
- The Datum used: NAD83 (CGRS).
- The Projection used: UTM Zone 13N (Extended).

RP Coordinates were derived on September 15th, 2017.
Geo-referenced points derived from GNSS observations.

BARE LAND CONDOMINIUM
Pertaining to Units 1 to 9

NOTE:

- Share land units all have interior angles of 90° unless otherwise shown.
- Unit corners are marked by 0.013 x 0.450 iron posts.
- Blocks of Parking Units marked by 0.013 x 0.450 iron posts shown thus:
- Parking spaces are not required, as the units shown on the plan are not intended for residential purposes, as per Section 11(2)(b) of the Condominium Property Act, 1983.

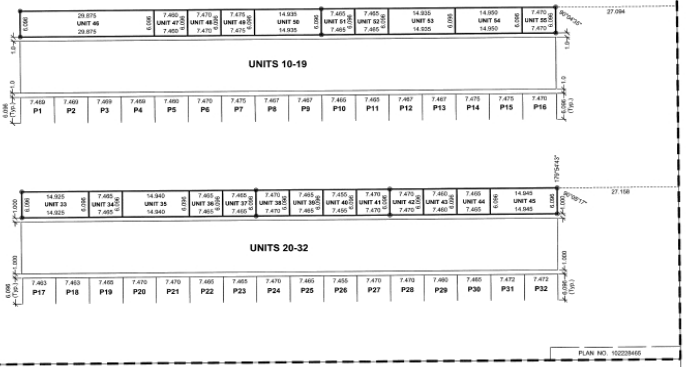
BUILDING CONDOMINIUM
Pertaining to Units 10 to 32

NOTE:

- Measurements on the site plan are from the property boundary to the building foundation at ground level.
- Unit boundaries are described as follows: The exterior structural surfaces of exterior walls, not including finished decorative material or architectural projections and the line that protrude beyond the exterior face, and the extension thereof across doors, windows and other openings and to the centreline of common walls between units unless otherwise shown. Unless otherwise stipulated in the condominium plan, the only portion of a floor, wall or ceiling that forms part of a unit is the finishing material that is in the interior of the unit, including any trim and plaster, paneling, gypsum board, flooring material, floor covering and any other material that is attached to, laid on, glued to or applied to the floor, wall or ceiling.
- Windows and doors of a unit are part of the unit.
- Exterior finishing (brick, stucco, shingles, etc.) is common property.
- All structural walls, columns and other supports are common property.
- Reference points are identified on the site plan as RP1, RP2, etc. and are designated as ~~residential purposes, as per Section 11(2)(b) of the Condominium Property Act, 1983.~~
- Parking spaces are not required, as the units shown on the plan are not intended for residential purposes, as per Section 11(2)(b) of the Condominium Property Act, 1983.

NEW HORIZON BUSINESS PARK
PLAN OF SURVEY
SHOWING
COMBINATION PLAN OF
SURFACE BARE LAND CONDOMINIUM
AND
SURFACE BUILDING CONDOMINIUM
IN
PARCEL B, PLAN NO. 101924726
SE 1/4 SEC 6, TWP 18, RGE 18, W2 Mer
R.M. OF EDENWOLD NO. 158, SASKATCHEWAN
BY: S. RAJAKUMAR, S.L.S.
DATE: SEPTEMBER, 2017 - JUNE, 2018

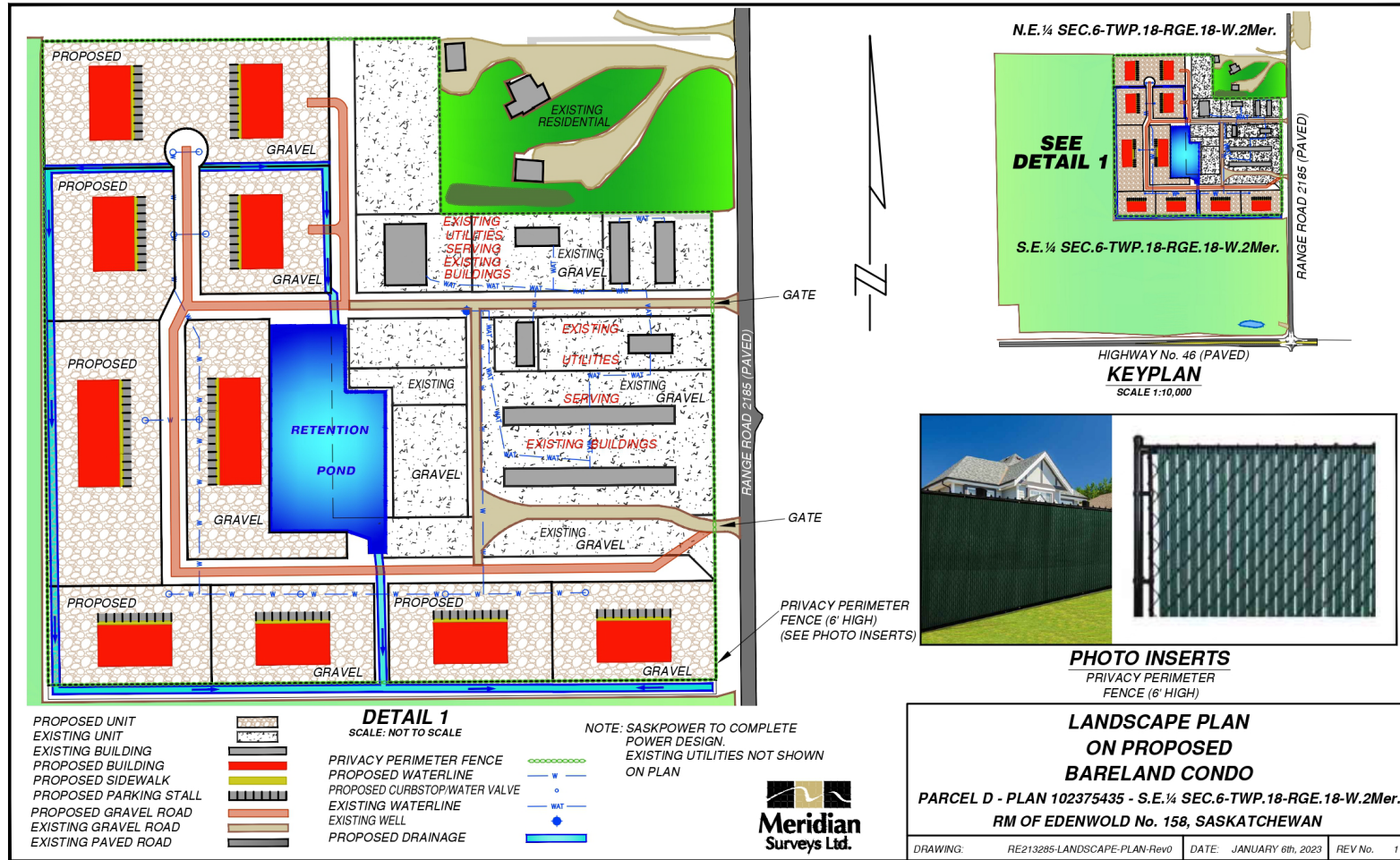
New Horizon Park
Market Yard Road
RM of Edenwold,
SK, Canada S0G 3Z0



FILE NO. RC-Q214-17-LGL
www.newhorizonpark.ca

APPENDIX G – LANDSCAPE PLAN

G.1 LANDSCAPE PLAN



APPENDIX H – ENVIRONMENTAL SITE ASSESSMENT

H.1 PHASE I ENVIRONMENTAL SITE ASSESMENT – SE ¼ 6-18-18-W2

FILE: GE-14105

November 24, 2014

TITLE: ENVIRONMENTAL SITE ASSESSMENT – PHASE I
PARCEL B, PLAN 101924726 EXT 1
PORTION OF SE 6-18-18-W2
EAST OF REGINA, SASKATCHEWAN

CLIENT: NEW HORIZON GROUP OF COMPANIES CORP.

FILE NO: GE-14105 DATE: NOVEMBER 24, 2014

GROUND ENGINEERING CONSULTANTS LTD.

FILE: GE-14105

November 24, 2014

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FILE: GE-14105

November 24, 2014

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APPENDIX A:	Site Plan Showing Location of Study Area
APPENDIX B:	Air Photos
APPENDIX C:	Historical Land Titles
APPENDIX D:	Photographs of the Subject Property
APPENDIX E:	Site Plan Showing Details of the Subject Property
APPENDIX F:	Resume of Steve Harty, P. Eng.

FILE: GE-14105

November 24, 2014

EXECUTIVE SUMMARY

SITE DESCRIPTION

The subject property is located approximately 6 kilometres east of the City of Regina, Saskatchewan in the Rural Municipality of Edenwold. The property consists of 1 parcel of land which is located at the northeast corner of SE-6-18-18-W2 and covers an area of 16.26 acres approximately. The property is currently developed with an old barn and new mobile home. The east and south sides of the property have been rough graded in preparation for development.

SITE HISTORY

The subject property was originally developed with a farmyard prior to 1968. The remainder of the property has never been developed and is cultivated farmland/grassland (forage).

SUMMARY OF FINDINGS

The information collected during this investigation indicates that the risk of significant soil and/or groundwater contamination as the result of former and present activities on the subject property and immediate adjacent properties is considered to be low. No further investigative work is warranted at this time.

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GROUND ENGINEERING CONSULTANTS LTD.

CIVIL & GEOENVIRONMENTAL ENGINEERS

415 - 7th AVENUE • REGINA • SASKATCHEWAN • CANADA • S4N 4P1
TELEPHONE: (306) 569-9075 FAX: (306) 565-3677 EMAIL: groundeng@myaccess.ca

FILE: GE-14105

November 24, 2014

New Horizon Group of Companies Corp.
Suite 203 – 1945 Scarth Street
REGINA, Saskatchewan
S4P 2H1

ATTENTION: MR. ALLEN KILBACK, PRESIDENT

Dear Sir:

**SUBJECT: ENVIRONMENTAL SITE ASSESSMENT – PHASE I
PARCEL B, PLAN 101924726 EXT 1
PORTION OF SE 6-18-18-W2
EAST OF REGINA, SASKATCHEWAN**

1.0 INTRODUCTION

This report documents our Phase I Environmental Site Assessment of the above captioned property located east of the City of Regina in the Rural Municipality of Edenwold, Saskatchewan. An environmental site assessment was required to determine if there are any potential environmental concerns on the property as a general liability risk reduction. This report was prepared according to guidelines provided in CSA Standard Z768-01.

A MEMBER FIRM OF THE CONSULTING ENGINEERS OF SASKATCHEWAN

- SOIL MECHANICS AND FOUNDATION CONSULTANTS
- SITE INVESTIGATIONS
- FOUNDATION DESIGN
- SPECIFICATIONS
- CONSTRUCTION SUPERVISION
- INSPECTION AND LABORATORY TESTING SERVICES
- SOILS
- CONCRETE
- ASPHALT
- PAVEMENT DESIGN AND EVALUATION
- SLOPE STABILITY
- REPORTS
- SEEPAGE CONTROL BARRIERS FOR MUNICIPAL AND INDUSTRIAL WASTE CONTAINMENT
- ENVIRONMENTAL STUDIES

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The scope of work for this study consisted of the following tasks:

- .1 Review records, local information, site and building plans, agency searches, historical air photos, geological and hydrogeological data, previous environmental assessments and interview persons knowledgeable about the property to obtain information on the history of the site and adjacent areas. Emphasis shall be placed on determining whether potential contaminants have been released to the environment and the locations of those releases;
- .2 Conduct a visual inspection of the property and interior of any buildings in an effort to identify areas of potential contamination. The visual inspection will be conducted with particular interest in identifying the presence of contaminants and hazardous materials. Adjacent properties will be observed in an attempt to identify sources of potential contamination which may have impacted the subject property.
- .3 Utilizing information gathered through the visual inspection and historical review, prepare a report documenting conclusions regarding actual or potential site contamination associated with former uses of and activities on the subject property or adjacent properties. Where warranted, provide recommendations for additional investigative work and/or remediation.

2.0 SITE LOCATION

The subject property is located approximately 6 kilometres east of the City of Regina, Saskatchewan in the Rural Municipality of Edenwold. The property consists of 1 parcel of land which is located at the northeast corner of SE-6-18-18-W2 and covers an area of 16.26 acres approximately. The property is currently developed with an old barn and new mobile home. A site plan showing the location of the study area is included in Appendix A.

3.0 RECORDS REVIEW

3.1 Air Photos

Air photos taken in 1968, 1975, 1980, 1993 and 2011 were reviewed to obtain additional information on the history of the site. Copies of the air photos are included in Appendix B.

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There is a small farmyard and related buildings located near the middle of the property on all photos. Many of the buildings are no longer visible on the 2011 photo. The remainder of the property consists of grassland (forage)/cultivated farmland. There is a large seasonal slough which encroaches onto the southwest corner of the subject property on the 1975, 1980 and 2011 air photos. The adjacent properties are undeveloped cultivated farmland/grassland on all the air photos. There is a gravel pit located northeast of the subject property, east of the grid road on the 1968, 1975 and 1980 photos. The existing acreage is visible on the adjacent property to the northeast on the 2011 photo.

3.2 Property Use Records

3.2.1 Insurance Maps

A review of Insurance Maps was performed at the Saskatchewan Archives Board. There were no Insurance Maps available for the study area.

3.2.2 Henderson Directories

A review of Henderson Directories was performed at the Saskatchewan Archives Board. There were no Henderson Directories available for the study area.

3.3 Title Search and Assessment Rolls

3.3.1 Land Titles

The current legal description of the subject property is Parcel B, Plan 101924726 EXT 1. A property title search was conducted through the Information Services Corporation (ISC) from the current registered owner back to 1916. The historical titles are included in Appendix C and indicate the property has been owned by various individuals as summarized below.

Larry and/or Karen Lolacher	November 5, 2007 to Present
Thomas Charles Davis	March 17, 1979 to November 5, 2007
George Davis	November 22, 1950 to March 17, 1979
Samuel Summerville	January 27, 1916 to November 22, 1950

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3.3.2 Assessment Record

The assessment record for the subject property was not available.

3.4 Previous Phase I ESA Reports

We are not aware of any previous Phase I ESA reports which were conducted for the subject property.

3.5 Building Plans

The plans for the existing buildings were not available.

3.6 Geological and Geotechnical Reports

3.6.1 Regional Geology

Information available in our Company files indicates that the subject property is located in the physiographic division known as the Assiniboine River Plain of the Saskatchewan Plains. The prominent landform in and around the City of Regina is a glacial lacustrine plain. The glacial sediments which form the surficial geology in the study area consist of lacustrine deposits silt and clay, glacial till and outwash sands and gravels. These drift materials are underlain by the Upper Cretaceous shale bedrock of the Bearpaw Formation.

3.6.2 Local Geology

Information available in our Company files indicates that the study area is underlain by glacial lacustrine deposits of highly plastic clay, silt and sand. The lacustrine deposits are underlain by a clayey glacial till stratigraphic unit.

3.7 Regulatory Information

3.7.1 Rural Municipality of Edenwold

A request was submitted to the Rural Municipality of Edenwold to obtain any information they may have concerning the environmental status of the subject property. At the time this report was prepared no response had been received from the Rural Municipality.

3.7.2 Saskatchewan Environment

A search of Saskatchewan Environments Hazardous Substance Storage Sites and Hazardous Substance Spills database and the Saskatchewan Environment "Saskatchewan Spills" website was conducted. There has been no registry of a hazardous substance storage site on the subject property or immediate adjacent properties. There are no spills recorded on the subject property or immediate adjacent properties.

4.0 SITE VISIT

4.1 General

4.1.1 Methodology

Mr. Steve Harty, P. Eng. of Ground Engineering Consultants Ltd. conducted a visual inspection of the subject property and adjacent properties on November 20, 2014. Photographs of the subject property taken during the site inspection are included in Appendix D. Details of the subject property and adjacent properties are shown on the site plan included in Appendix E.

4.1.2 Limitations

The entire property was accessible.

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4.1.3 Property Use

There was no current use or evidence of past uses of the subject property or immediate adjacent properties that involve, or have involved, such activities as the use, treatment, storage, disposal, generation of hazardous materials, landfilling or the storage of wastewater in impoundments.

4.1.4 Hazardous Materials

There were no hazardous materials identified during our visit.

4.1.5 Unidentified Substances

There were no unidentified substances detected on the subject property or immediate adjacent properties.

4.1.6 Storage Tanks

There were no storage tanks noted on the subject property or immediate adjacent properties.

4.1.7 Storage Containers

There were no unidentified storage containers identified on the subject property.

4.1.8 Odours

A septic odour was present at the northwest corner of the property.

4.1.9 Potable Water Supply

Potable water is obtained from a well located beside the mobile home.

4.1.10 Special Attention Items

Comments pertaining to special attention items are as follows:

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- .1 There are presently 2 buildings on the property (old barn and new mobile home). Both buildings will be removed from the property as part of the site redevelopment therefore concerns with special attention items related to buildings is not considered applicable.
- .2 No high tension transmission lines or electrical substations that could generate significant electromagnetic fields were identified on or immediately adjacent to the subject property.
- .3 No major or persistent sources of noise and vibration were identified during our site inspection.
- .4 There were no suspect PCB containing equipment identified at the property.

4.2 Interior Observations

The interior of the buildings was not inspected.

4.3 Exterior Observations

4.3.1 Observations of Adjoining Properties

With the exception of the acreage on the adjacent property to the northeast, the adjacent properties are all undeveloped cultivated farmland/grassland (forage).

4.3.2 Topographic, Geologic and Hydrogeologic Conditions

The topography of the property and adjacent areas is relatively flat. The subject property is underlain by both the Condie and Regina Aquifers.

4.3.3 General Description of Structures

The subject property is presently developed with an old barn and new mobile home.

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November 24, 2014

4.3.4 Wells

There is one (1) well located on the property, adjacent to the mobile home.

4.3.5 Sewage Disposal

Sewage generated from the mobile home is discharged into an underground holding tank located adjacent to the barn.

4.3.6 Pits and Lagoons

There are no pits or lagoons located on the subject property.

4.3.7 Stained Materials

There was no surficial staining noted during our inspection.

4.3.8 Stressed Vegetation

No surface vegetation was visible on the subject property at the time of our inspection.

4.3.9 Fill

The east and south sides of the property have been rough graded in preparation for development. The fill placed in these areas was obtained from the rough grading operations.

4.3.10 Wastewater

The septic liquid from the septic tank located on the adjacent acreage is discharged onto the ground surface adjacent to the subject property and appear to be draining onto the subject property.

4.3.11 Watercourses, Ditches or Standing Water

There are no watercourses or ditches on the property. Standing water is located within the slough which extends onto the southwest corner of the property

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4.3.12 Roads, Parking Facilities and Right-of-Ways

A grid road borders the east side of the property. Information obtained from the land titles indicates that SaskTel, SaskWater and SaskPower have easements registered on the property.

5.0 INTERVIEWS

The following person was interviewed to augment the information gathered during our records review and site visit:

- .1 Mr. Larry Lolacher
(current property owner and occupant of adjacent acreage to the northeast).

According to Mr. Lolacher, there were fuel tanks associated with the former farmyard. The tanks were located on his acreage and not on the subject property. The sewage holding tank is pumped out and hauled off site. Previously the septic liquid was pumped onto the ground west of the barn. No other information of a potential environmental concern was noted during our interview. The former owners of the property from 1950 to 2005 (Mr. George Davis and Mr. Thomas Charles Davis) are deceased.

6.0 EVALUATION OF INFORMATION

6.1 Summary of Site History

The subject property was originally developed with a farmyard prior to 1968. The remainder of the property has never been developed and is cultivated farmland/grassland (forage). The east and south sides of the property have been rough graded in preparation for development.

6.2 Potential Environmental Concerns

There were no potential environmental concerns identified on the subject property or immediate adjacent properties during our historical review and site reconnaissance.

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7.0 CONCLUSIONS AND RECOMMENDATIONS

The information collected during this investigation indicates that the risk of significant soil and/or groundwater contamination as the result of former and present activities on the subject property and immediate adjacent properties is considered to be low. No further investigative work is warranted at this time.

8.0 QUALIFICATIONS OF ASSESSOR

This assessment was performed by Mr. Steve Harty, P. Eng. The qualifications of Mr. Harty are outlined in his resume, included in Appendix F.

9.0 LIMITATIONS

The conclusions and recommendations presented herein are based on the information obtained during our historical review and site reconnaissance. This report has been prepared for the exclusive use of New Horizon Group of Companies Corp. It has been prepared in accordance with generally accepted engineering practices. No warranty is made, either expressed or implied, since even the most rigorous professional assessment may fail to identify all hidden problems on a site. A Statement of General Conditions is included, attached with this report.

10.0 CLOSURE

We trust this report is satisfactory for your purposes. If you require additional information, please contact our office.

Association of Professional Engineers & Geoscientists of Saskatchewan		
CERTIFICATE OF AUTHORIZATION		
Ground Engineering Consultants Ltd.		
Number C0008		
Permission to Consult held by:		
Discipline	Sk. Reg. No.	Signature
Environmental		<i>Steven Harty</i>

Yours very truly
Ground Engineering Consultants Ltd.

Steven Harty
Steven Harty, P. Eng.



SH:ss
Distribution: New Horizon Group of Companies Corp. (2 copies, 1 PDF copy)
SH025 Office (1 copy)

GROUND ENGINEERING CONSULTANTS LTD.

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STATEMENT OF GENERAL CONDITIONS

1. STANDARD OF CARE

This study and report have been prepared in accordance with generally accepted geotechnical and environmental consulting practices in this area. No other warranty, expressed or implied, is made.

2. BASIS OF REPORT

This report has been prepared for the specific site, development, design objectives and purpose that were described to Ground Engineering Consultants Ltd. (GEC) by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the document are only valid to the extent that there has been no material alteration or variation from any of the said descriptions provided to GEC, unless GEC is specifically requested by the Client to review and revise the Report in light of such alteration or variation.

3. USE OF THE REPORT

The information and opinions expressed in this document are for the sole benefit of the Client. No other party may use or rely upon the report or any portion thereof without GEC's expressed written consent. GEC will consent to any reasonable request by the Client to approve the use of this report by other parties as approved users. The contents of the report remain the copyright property of GEC, who authorizes only the Client and "Approved Users" to make copies of the report only in such quantities as are reasonably necessary for the use of the report by those parties. The Client and Approved Users may not give, lend, sell or otherwise make available this document or the report or any portion thereof, or any copy of the report or portion thereof, to any party without the expressed written permission of GEC.

4. COMPLETE REPORT

The report is of a summary nature and is not intended to stand alone without reference to the instructions given to GEC by the Client, communications between GEC and the client, and to any other reports, writings or documents prepared by GEC for the Client relative to the specific site described herein, all of which constitute the report. Wherever the word "report" is used herein, it shall refer to any and all of the documents referred to herein

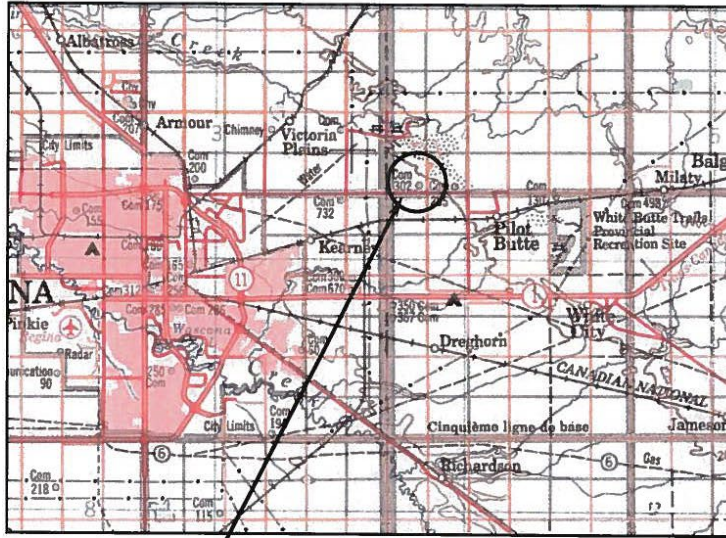
IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT. GEC CANNOT BE RESPONSIBLE FOR USE BY ANY PARTY OR PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE REPORT.

5. INTERPRETATION OF THE REPORT

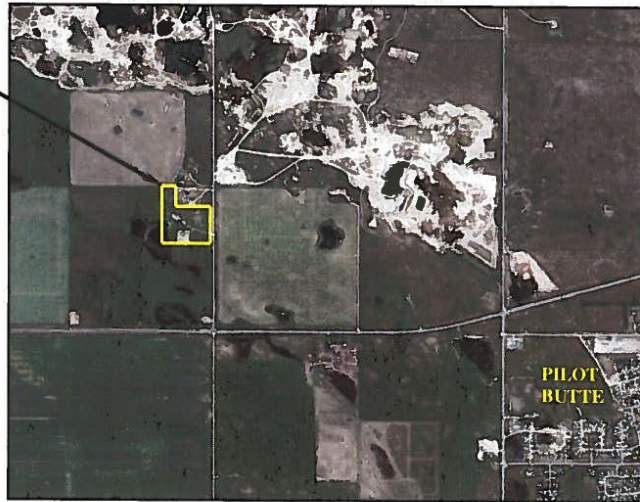
Nature and Exactness of Soil and Contaminant Description. Classification and identification of soils, rocks, geological units, contaminant materials and contaminant quantities have been based on commonly accepted geotechnical and environmental consulting practices in this area. Classification and identification of these factors are judgmental in nature and even comprehensive sampling and testing programs implemented with appropriate equipment by experienced personnel, may fail to locate some hidden conditions. All reasonable problems will involve an inherent risk that some conditions will not be detected and all reports summarizing such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and all persons making use of such reports should be aware of and accept this risk. Some conditions are subject to change over time and those making use of the report should be aware of this possibility and understand that the report only presents the conditions at the sampled points at the time of sampling.

GROUND ENGINEERING CONSULTANTS LTD.

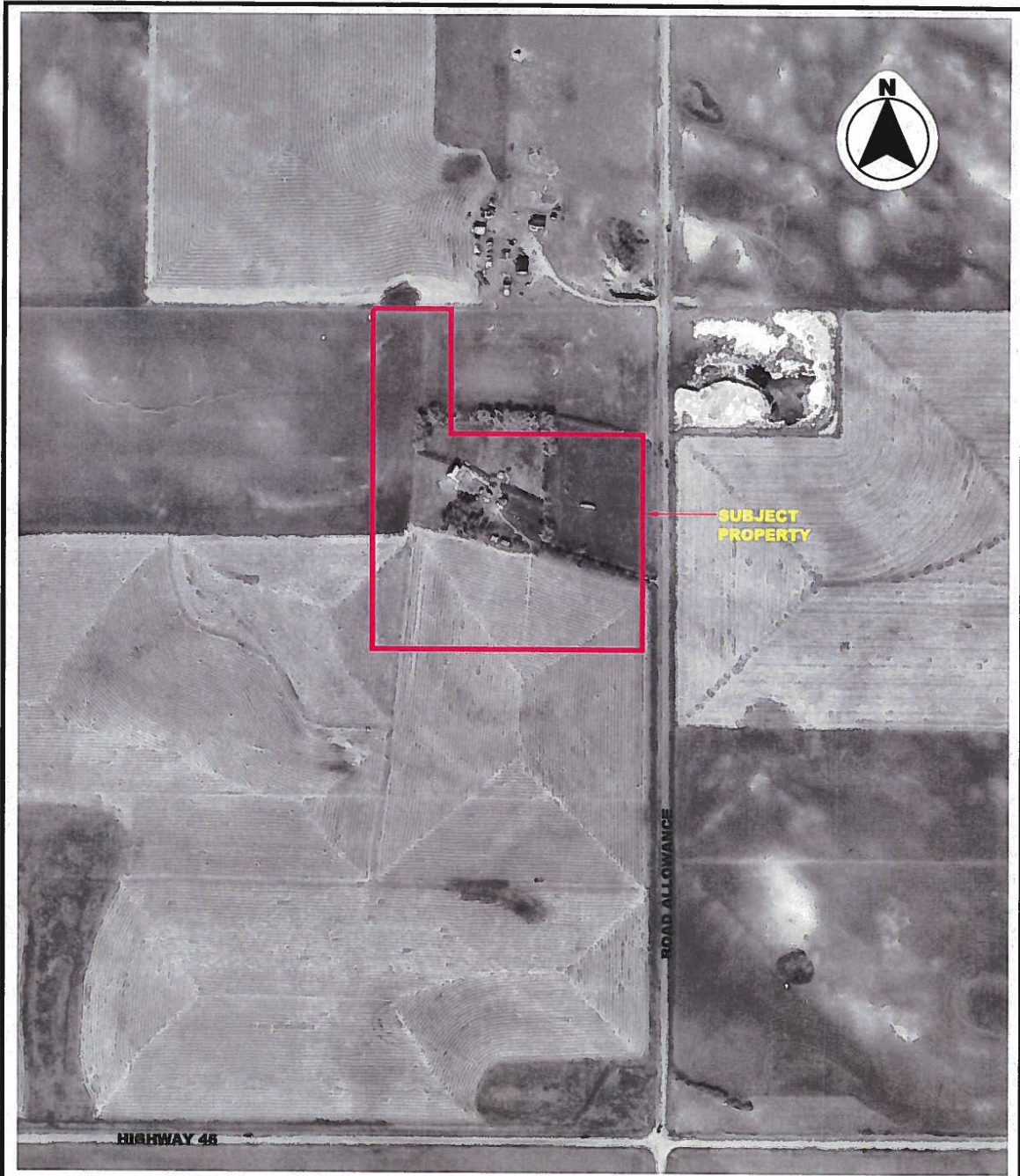
APPENDIX A



STUDY AREA



APPENDIX B



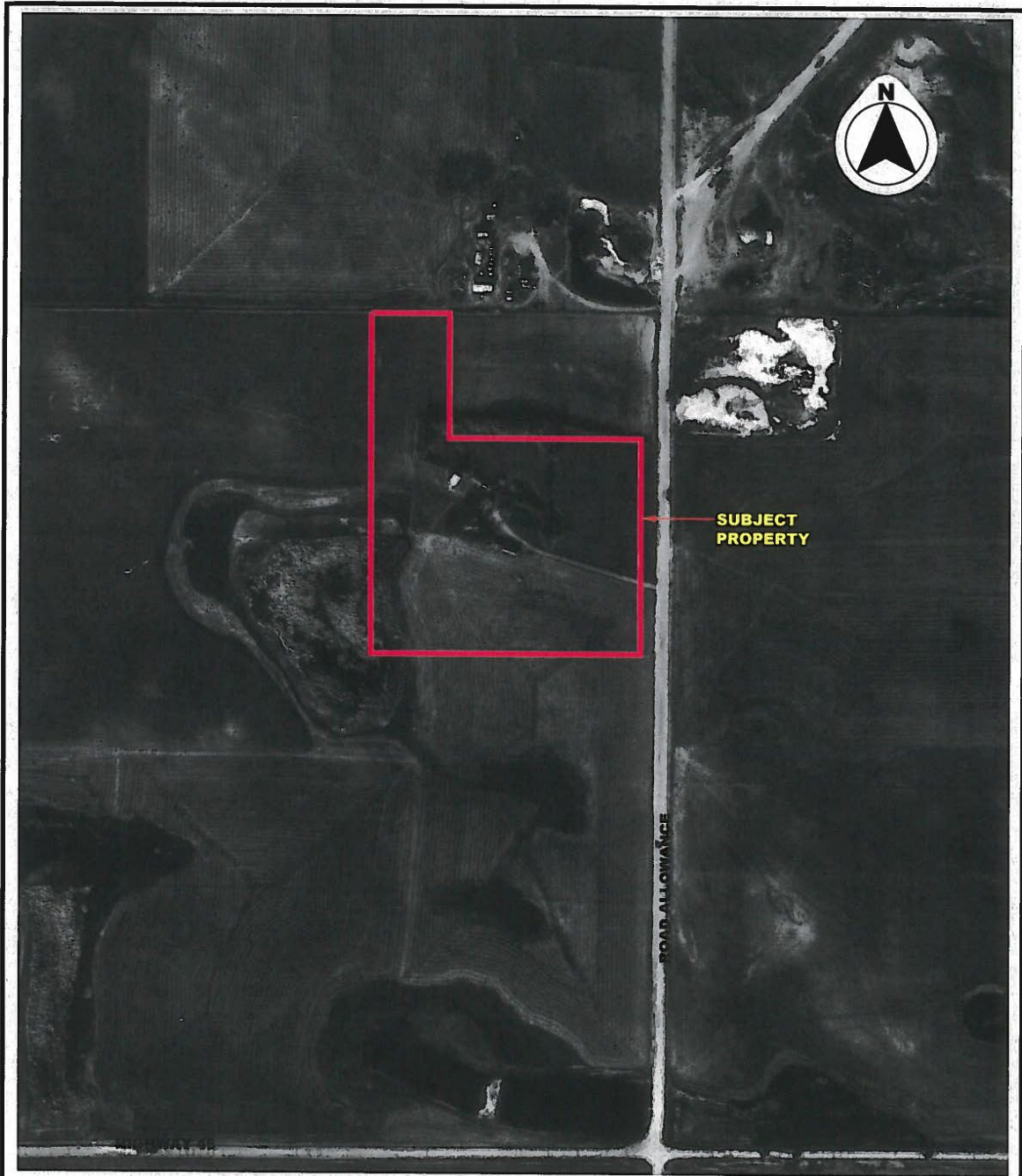
SCALE: 1:5000

GROUND ENGINEERING CONSULTANTS LTD.
 CIVIL & GEOENVIRONMENTAL ENGINEERS
 415-7th AVENUE
 REGINA, SASKATCHEWAN, CANADA

1968 AIR PHOTO (A19290-58)
 ENVIRONMENTAL SITE ASSESSMENT - PHASE I
 PARCEL B, PLAN 101924723 Ext 1
 PORTION OF 6-18-18-W2M
 NW OF PILOT BUTTE, SASKATCHEWAN

CLIENT: NEW HORIZON PARK INCORPORATED	APPROVED: S. HARTY	DATE: NOVEMBER, 2014	DWG. No.: GE-14105
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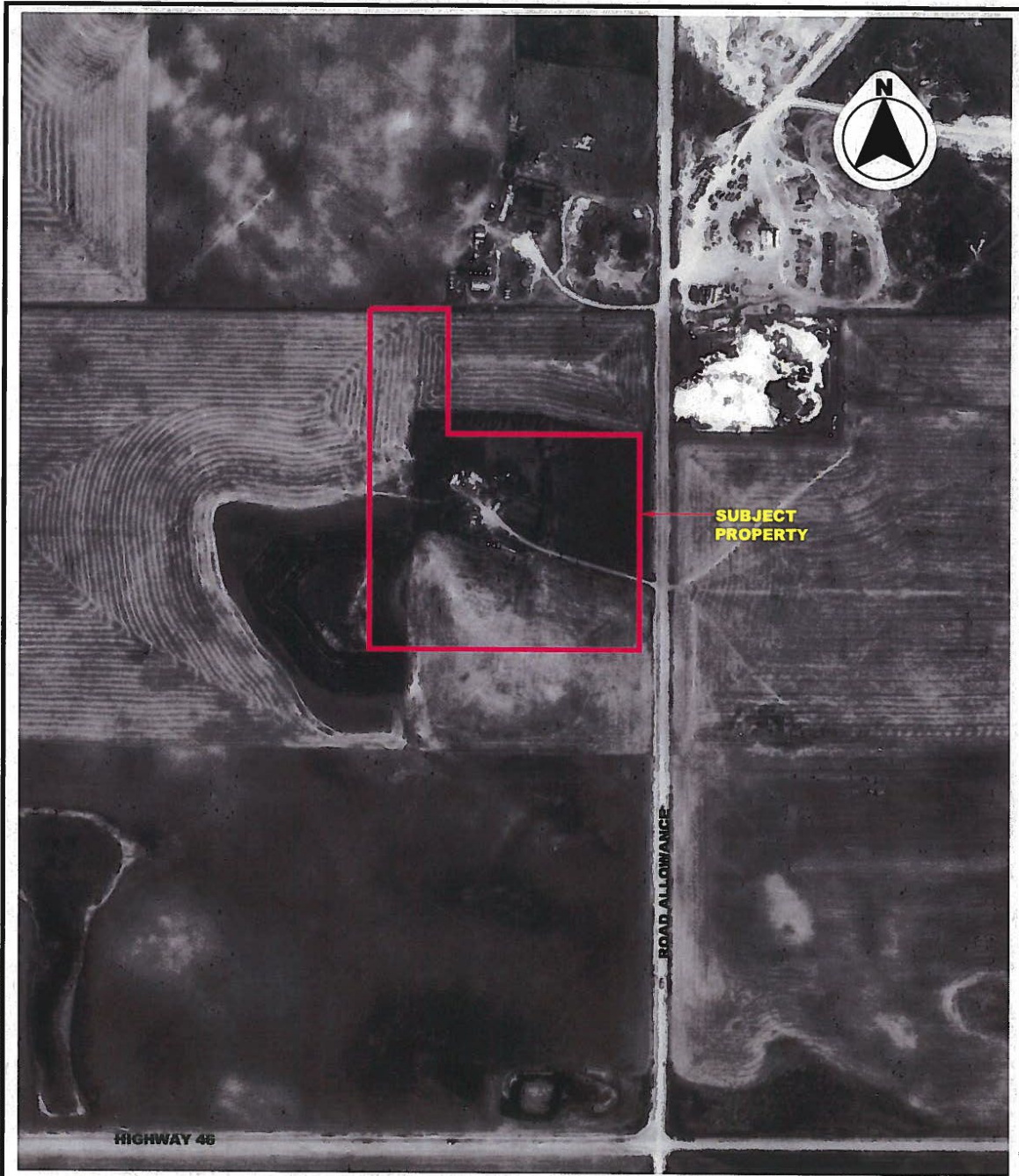
SOURCE: 2014 FILE: S:\GEOFILES_2014\14105 NEW HORIZON PARK BUTTE\Aerial\14105_Aerial_0105.DWG



SCALE: 1:5000

GROUND ENGINEERING CONSULTANTS LTD. CIVIL & GEOENVIRONMENTAL ENGINEERS 415-7th AVENUE REGINA, SASKATCHEWAN, CANADA		1975 AIR PHOTO (MA988-104) ENVIRONMENTAL SITE ASSESSMENT - PHASE I PARCEL B, PLAN 101924726 Ext 1 PORTION OF 6-18-18-W2M NW OF PILOT BUTTE, SASKATCHEWAN	
CLIENT: NEW HORIZON PARK INCORPORATED	APPROVED: S. HARTY	DATE: NOVEMBER, 2014	DWG. No.: GE-14105

AIRPHOTO: 2014_P15E0202.F15E-2014A1408.P15E AIRPHOTO: 2014_P15E0202.F15E-2014A1408.P15E



SCALE: 1:5000

GROUND ENGINEERING CONSULTANTS LTD.
 CIVIL & GEOENVIRONMENTAL ENGINEERS
 415-7th AVENUE
 REGINA, SASKATCHEWAN, CANADA

1980 AIR PHOTO (CSMA 80183 07 REGINA L6-94)
 ENVIRONMENTAL SITE ASSESSMENT - PHASE I
 PARCEL B, PLAN 101924726 Ext 1
 PORTION OF 6-18-18-W2M
 NW OF PILOT BUTTE, SASKATCHEWAN

CLIENT: NEW HORIZON PARK INCORPORATED	APPROVED: S. HARTY	DATE: NOVEMBER, 2014	DWG. No.: GE-14105
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ARCHIVE: 2014 FILES\GZFILES-2014\14105_P11_NEW_HORIZON_PLOT_BUTTE\APR0105\14105_APR0105.DWG

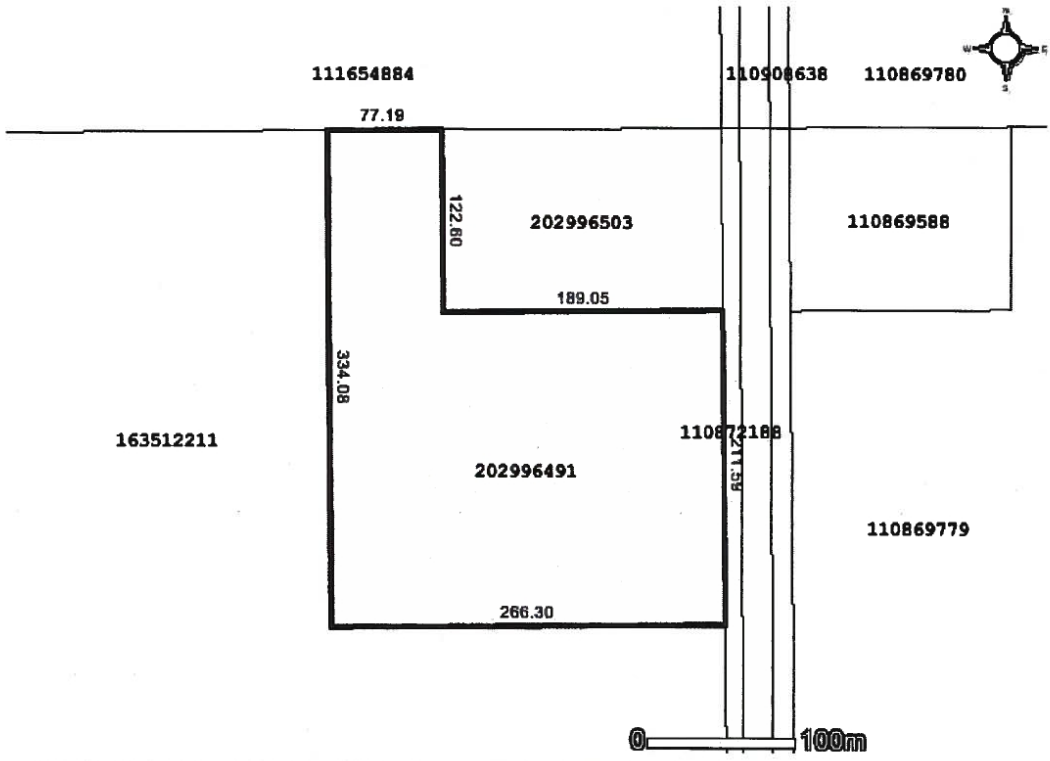


ARCHIVE: 2014 FILES\GZFILES - 2014\14105 - PH1 - NEW HORIZON PARK - BEATON PLANNING\PHOTO\14105 - AIRPH 0105.DWG

APPENDIX C



Surface Parcel Number: 202996491
LLD: (Parcel: B)Plan 101924726 Ext 1
Parcel Class Code: Parcel (Generic)
Area: 6.58 hectares (16.26 acres)
Request Date: 6-Nov-2014 9:19:56 o'clock AM CST



DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions, or area of any parcel, refer to the plan, or consult a surveyor.

Related Information

Parcel	Land Description
110908638	NW 05-18-18-2Plan 90R03576 Ext 1
110872188	SE 06-18-18-2Plan 90R03576 Ext 1
111654884	NE 06-18-18-2 Ext 12
110869779	SW 05-18-18-2 Ext 0
202996503	(Parcel: C)Plan 102164981 Ext 0
163512211	SE 06-18-18-2 Ext 2
202996491	(Parcel: B)Plan 101924726 Ext 1
110869780	NW 05-18-18-2 Ext 0
110869588	(Parcel: B)Plan FX387 Ext 0

Date: N/A
Interest Assignment
Date: N/A
Interest Scheduled Expiry
Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN WATER CORPORATION
200 - 111 FAIRFORD STREET EAST
MOOSE JAW, SK, Canada S6H 1C8
Client #: 100313143
Int. Register #: 113257638

Interest #:
168740769

Saskatchewan Water Corporation Act
Easement

Value: N/A
Reg'd: 26 Sep 2007 09:14:35
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Interest Scheduled Expiry
Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN WATER CORPORATION
200 - 111 FAIRFORD STREET EAST
MOOSE JAW, SK, Canada S6H 1C8
Client #: 100313143
Int. Register #: 113257841

Interest #:
168740770

Mortgage

Value: \$468,000.00 CAD
Reg'd: 24 Aug 2009 13:56:04
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Interest Scheduled Expiry
Date: N/A
Expiry Date: N/A

Holder:
Bank of Montreal
1871 Victoria Avenue E.
Regina, SK, Canada S4N 6E6
Client #: 123877020
Int. Register #: 115732571

Interest #:
168740781

Power Corporation Act Easement
(s.23)

Value: N/A
Reg'd: 12 Nov 2013 13:10:59
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Interest Scheduled Expiry
Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618
Int. Register #: 119585863

Interest #:
168740792

Mortgage

Value: \$112,875.00 CAD
Reg'd: 17 Dec 2013 14:11:00
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Interest Scheduled Expiry
Date: N/A
Expiry Date: N/A

Holder:
Bank of Montreal
Capital City Centre 1871 Victoria Avenue E.
Regina, SK, Canada S4N 6E6
Client #: 129261236
Int. Register #: 119671960

Addresses for Service:

Name	Address
Owner: Larry Lolacher Client #: 129992394	Box 94 Pilot Butte, SK, Canada S0G 3Z0
Owner: Karen Lolacher Client #: 129992406	Box 94 Pilot Butte, SK, Canada S0G 3Z0

Notes:
Parcel Class Code: Parcel (Generic)

[Back](#)

Canada

Province of Saskatchewan

Value \$ 16,000.00



No. 79R10492

Grant No. DB 12552

Ref. 187 HQ

CERTIFICATE OF TITLE

THIS IS TO CERTIFY that **THOMAS CHARLES DAVIS**
of Pilot Butte, in the Province of Saskatchewan

is now the owner of an estate in fee simple
of and in The South East Quarter of Section Six (6),
in Township Eighteen (18),
in Range Eighteen (18),
West of the Second Meridian,
in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty
(160) acres, more or less, according to Dominion Government Survey thereof.




MINERALS INCLUDED

Plan Ex

**SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM NOW OR
HEREAFTER UNDERWRITTEN OR ENDORSED HEREBON, OR WHICH ATTACH BY IMPLICATION UNDER
THE LAND TITLES ACT.**

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this Seventh
day of March, A.D. 1979.

Post Office Address Pilot Butte, Saskatchewan


..... Registrar
Regina Land Registration District
Regina Province of Saskatchewan 11

Form 182A

CANADA
PROVINCE OF SASKATCHEWAN



Saskatchewan Certificate of Title

VALUE \$ 5600⁰⁰ GRANT No. DB 12552
SEE R. No. ACV FOLIO 84 No. 187BHQ DAY BOOK No. EX 5974

This is to Certify that George Davis
of Pilot Butte in the Province of Saskatchewan
Farmer

is now the owner of an estate in fee simple
of and in the Southeast Quarter of Section Six (6) in Township
Eighteen (18) in Range Eighteen (18) West of the Second Meridian
in the Province of Saskatchewan, in the Dominion of Canada
containing One Hundred and sixty (160) acres, more or less according
to Dominion Government Survey thereof

MINERALS
INCLUDED

CANCELLED
792 104 93

subject to the incumbrances, liens and interests notified by memorandum indorsed hereon,
or which may hereafter be made in the register, or which attach by implication under The
Land Titles Act.
COMPARED
11/31
DEC 2 1950

In Witness Whereof I have hereunto subscribed my name and affixed my official
seal at Regina this twenty-second day of November A.D. 1950

Post Office Address Pilot Butte,
Saskatchewan

J. L. [Signature] Registrar
Land Registration District
Regina Saskatchewan

<p>This Title is subject to a CAVEAT made by <u>Richard & Jean Thompson Limited</u> Dated the <u>17</u> day of <u>July</u> 19<u>62</u> and registered at <u>12:01 AM</u> on the <u>19</u> day of <u>July</u> 19<u>62</u> as No. <u>EX 3026</u> Address for Service: <u>Agnes Smith</u> REGISTRAR</p>	<p>The within land is subject to a MORTGAGE made by <u>Agnes Smith</u> in favor of <u>Richard & Jean Thompson Limited</u> to secure repayment of the sum of <u>£1,000</u> at the rate of <u>4.5%</u> per annum. Principal and interest. Dated the <u>17</u> day of <u>July</u> 19<u>62</u> at <u>12:01 AM</u> the <u>19</u> day of <u>July</u> 19<u>62</u> as No. <u>EX 3026</u> <u>Agnes Smith</u> REGISTRAR</p>
<p>The CAVEAT registered as No. <u>EX 3026</u> is WITHDRAWN by <u>Richard & Jean Thompson Limited</u> Registered at <u>12:01 AM</u> on the <u>22</u> day of <u>March</u> 19<u>62</u> and as No. <u>EX 3026</u> on the <u>23</u> day of <u>March</u> 19<u>62</u> REGISTRAR</p>	<p>This Title is subject to a Caveat made by <u>Atlantic Richfield Company</u> Dated the <u>20th</u> day of <u>March</u> 19<u>62</u> and registered at <u>11:00 AM</u> on the <u>21st</u> day of <u>April</u> 19<u>62</u> as No. <u>8812872</u> Address for Service: <u>MacPherson, Leslie & Spierman,</u> <u>2350 Albert St., Regina, Sask.,</u> REGISTRAR</p>
<p>6 No. 4801 A mineral certificate as to <u>petroleum and natural gas</u> was issued under section 208 this <u>20th</u> day of <u>April</u> <u>A.D. 19<u>62</u></u> pursuant to application registered as No. <u>8815889</u> REGISTRAR</p>	<p>8 A Mortgage registered as No. <u>EX 5995</u> made by <u>Agnes Smith</u> in favor of <u>Richard & Jean Thompson Limited</u> to secure repayment of the sum of <u>£1,000</u> at the rate of <u>4.5%</u> per annum. Principal and interest. Dated the <u>17</u> day of <u>July</u> 19<u>62</u> at <u>12:01 AM</u> the <u>19</u> day of <u>July</u> 19<u>62</u> as No. <u>EX 3026</u> REGISTRAR</p>
<p>7 A 200-foot subdivision of land effected by an Order of the Court between <u>George Davis</u> and <u>The Frankoka Rural Telephone Company Limited</u> dated the <u>12th</u> day of <u>December</u> 19<u>72</u> and registered at <u>11:14 AM</u> on the <u>20th</u> day of <u>December</u> 19<u>72</u> as No. <u>72R4698</u> REGISTRAR</p>	<p>9 The CAVEAT registered as No. <u>8812872</u> is WITHDRAWN by <u>Atlantic Richfield Company</u> Dated the <u>18th</u> day of <u>March</u> 19<u>62</u> and Registered at <u>11:00 AM</u> on the <u>23rd</u> day of <u>March</u> 19<u>62</u> as No. <u>7521477</u> REGISTRAR</p>
<p>9 This Certificate is CANCELLED BY <u>Richard & Jean Thompson Limited</u> and a new Certificate of Title No. <u>EX 3026</u> issued to <u>Richard & Jean Thompson Limited</u> dated the <u>17th</u> day of <u>July</u> 19<u>62</u> at <u>12:01 AM</u> the <u>19</u> day of <u>July</u> 19<u>62</u> as No. <u>EX 3026</u> REGISTRAR</p>	<p>10</p>
<p>11</p>	<p>12</p>
<p>13</p>	<p>14</p>
<p>15</p>	<p>16</p>
<p>17</p>	<p>18</p>
<p>19</p>	<p>20</p>

CANADA
PROVINCE OF SASKATCHEWAN
VALUE, \$ 53.00
Sec R. No. 827, Folio 44

No. 84

GRANT No. _____
DAY BOOK No. B. K. 4841

Certificate of Title

Assiniboia Land Registration District

This is to Certify that Samuel Sumnerville,
of Pilot Butte, in the Province of Saskatchewan, Saskatoon.

is now the owner of an estate in fee simple
of and in the South East quarter of Section Sixty (60), in Township Eighteen (18),
in Range Eighteen (18), West of the Second Meridian, in the Province
of Saskatchewan, in the Dominion of Canada, containing One hundred
and sixty (60) acres, more or less according to Dominion Government
survey thereof.

2016 FEB 15
NOI 1026

JAN 11 1916

TO NO 1873HQ

subject to the incumbrances, liens, and interests notified by memorandum underwritten or indorsed
hereon, or which may hereafter be made in the register

In Witness Whereof I have hereunto subscribed my name and affixed my official seal this
seventh day of January A.D. 1916.

Post Office Address Pilot Butte
Sask

M. W. Ongell Registrar
Assiniboia Land Registration District

~~Percy B. Paganar
Law, Notary and Real Estate Company Limited
1800
a 5
May 15
% Helen Hammond, Notary
Murray, Man. M.W. Ongell
B. G. 5716~~

The Mortgage registered as No. 895716 is the same as that registered as No. 895716
and is not a duplicate thereof. It is not a duplicate of any mortgage
registered in this office, and it is not a duplicate of any mortgage
registered in any other office of the Registrar.
1916, as No. 895716
REGISTRAR

<p>3 The <u>within land</u> is subject to a Relief Lien made by <u>Anna Amersarville</u> in favor of the R. M. of <u>Shawsville Mo. 158</u> for the sum of \$ <u>100.44</u> Dated the <u>1</u> day of <u>Oct. 1931</u> and registered at <u>1242</u> o'clock <u>A.M.</u> on the <u>2</u> day of <u>July</u> 19<u>32</u> as No. <u>D.V. 231</u> <u>Palgrave</u> <u>Sask.</u> <u>Wdr. 465768 24</u> REGISTRAR</p>	<p>4 This Title is subject to a Credit made by <u>1001.00 Palgrave Ltd. Co. 15-F</u> Dated the <u>4</u> day of <u>July</u> 19<u>26</u> and registered at <u>158 P.M.</u> on the <u>11</u> day of <u>Aug</u> 19<u>26</u> as No. <u>D.V. 339</u> <u>Palgrave</u> <u>Sask.</u> REGISTRAR</p>
<p>5 Co. CANBAT registered as No. <u>IV 6339</u> is WITHDRAWN by <u>Bolt</u> under the Registration, dated the <u>8</u> day of <u>January</u> 19<u>37</u> and the time at <u>10.02</u> o'clock <u>A.M.</u> on the <u>11</u> day of <u>January</u> 19<u>37</u> as No. <u>DW 2087</u> REGISTRAR</p>	<p>6 This Title is subject to a Credit made by <u>George Lowe</u> Dated the <u>23</u> day of <u>March</u> 19<u>40</u> and registered at <u>12.45</u> P.M. on the <u>23</u> day of <u>March</u> 19<u>40</u> as No. <u>EE 6240</u> <u>Palgrave</u> <u>Sask.</u> REGISTRAR</p>
<p>7 This Title is subject to a Credit made by <u>President's Trust Co. of Canada</u> Dated the <u>17</u> day of <u>Oct</u> 19<u>29</u> and registered at <u>11.45</u> P.M. on the <u>19</u> day of <u>Oct</u> 19<u>29</u> as No. <u>E. 1. 3006</u> <u>Palgrave</u> <u>Sask.</u> REGISTRAR</p>	<p>8 This Title is subject to a Credit made by <u>John H. McManis</u> Dated the <u>25</u> day of <u>Feb</u> 19<u>42</u> and registered at <u>10.45</u> P.M. on the <u>22</u> day of <u>Feb</u> 19<u>42</u> as No. <u>E. 6. 2418</u> REGISTRAR</p>
<p>9 This Certificate is CANCELLED by <u>John H. McManis</u> and a new Certificate of Title No. <u>1774HR</u> issued to <u>John H. McManis</u> dated <u>21st</u> day of <u>Nov</u> 19<u>49</u> and registered at <u>11.02</u> o'clock <u>A.M.</u> on the <u>22</u> day of <u>Nov</u> 19<u>49</u> as No. <u>E. 8. 5994</u> REGISTRAR</p>	<p>10</p>
<p>11</p>	<p>12</p>
<p>13</p>	<p>14</p>
<p>15</p>	<p>16</p>
<p>17</p>	<p>18</p>
<p>19</p>	<p>20</p>

APPENDIX D



PHOTO 1



PHOTO 2



PHOTO 3



PHOTO 4



PHOTO 5



PHOTO 6



PHOTO 7



PHOTO 8



PHOTO 9

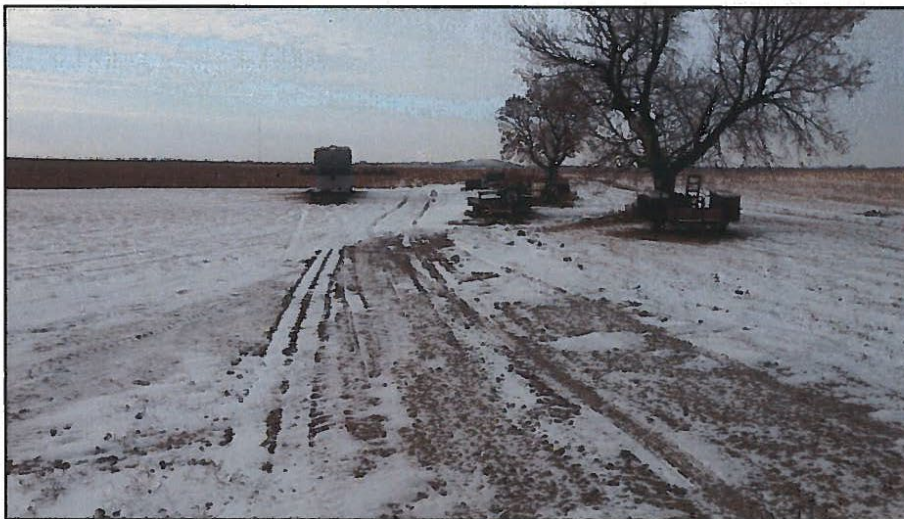


PHOTO 10



PHOTO 11



PHOTO 12



PHOTO 13



PHOTO 14



PHOTO 15



PHOTO 16

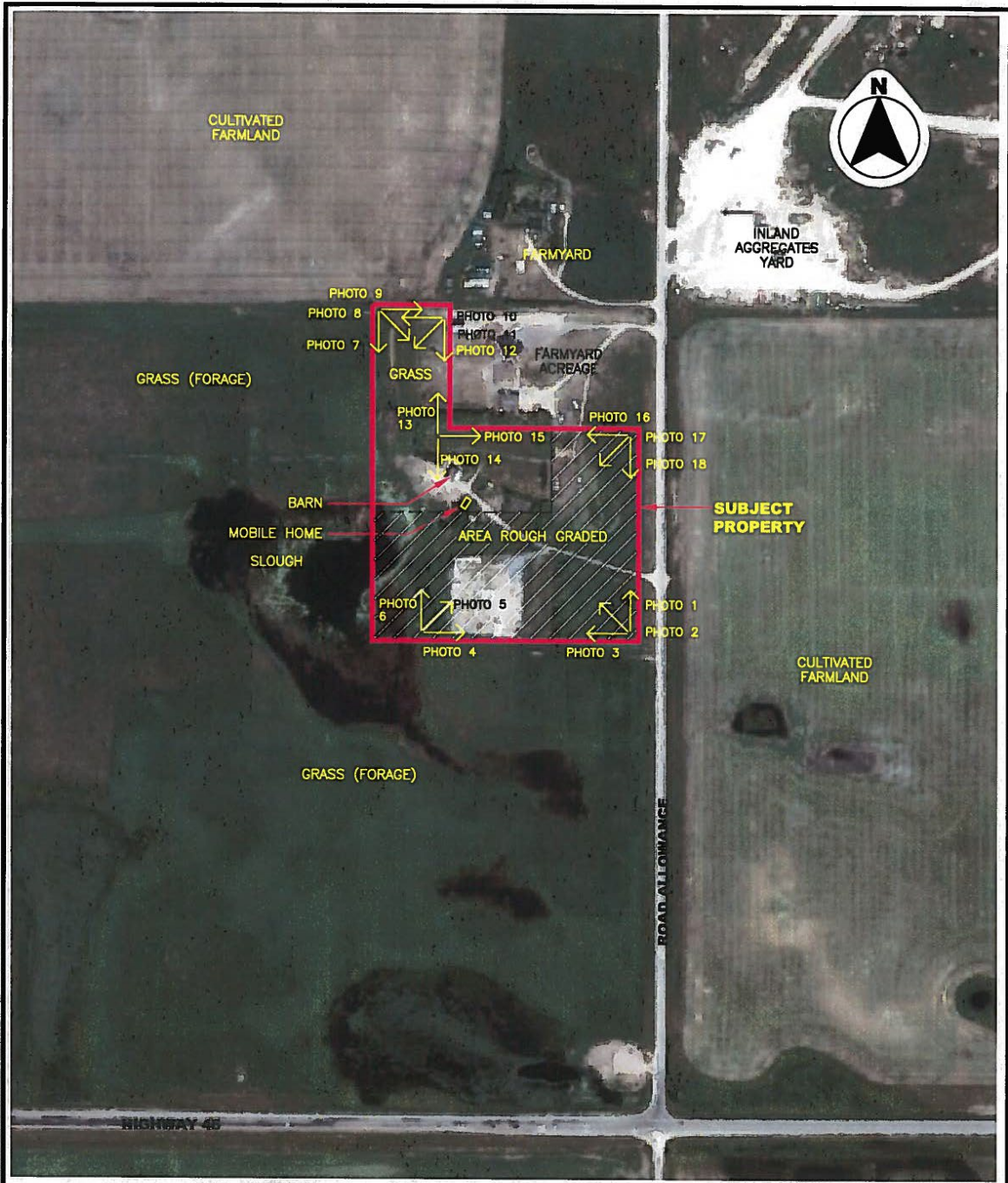


PHOTO 17



PHOTO 18

APPENDIX E



2011 AIRPHOTO

SCALE: 1:5000

GROUND ENGINEERING CONSULTANTS LTD.

CIVIL & GEOENVIRONMENTAL ENGINEERS
 415-7th AVENUE
 REGINA, SASKATCHEWAN, CANADA

SITE PLAN SHOWING DETAILS OF THE SUBJECT PROPERTY
 ENVIRONMENTAL SITE ASSESSMENT - PHASE I
 PARCEL B, PLAN 101924726 Ext 1
 PORTION OF 6-18-18-W2M
 NW OF PILOT BUTTE, SASKATCHEWAN

CLIENT: NEW HORIZON PARK INCORPORATED

APPROVED: S. HARTY

DATE: NOVEMBER, 2014

DWG. No.: GE-14105

SOURCE: 2011 AERIALS/2011-2011-11-15 10:20:00 AM REGINA, SASKATCHEWAN, CANADA

APPENDIX F

STEVEN J. HARTY, P. ENG.
Ground Engineering Consultants Ltd.

Steven Harty, P. Eng., is a Senior Engineer for Ground Engineering Consultants Ltd. He is directly involved in all aspects of the geotechnical and environmental assessment process, including site characterization, investigation, remediating, monitoring and report preparation.

EXPERIENCE

- Prepare Phase I and II Environmental Site Assessment Reports and contract tender documents for site remediation.
- Prepare Geotechnical investigation reports to provide foundation, floor and parking lot/roadway design recommendations.
- Conduct residential and commercial foundation inspections, assessments and designs.
- Evaluate indoor air quality for mold and volatile organic compounds (VOCs) contamination.
- Air photo interpretation and slope stability studies in landslide terrain to identify suitable building sites and provide development guidelines.
- Supervise the test hole drilling, monitoring well installations, soil sampling for numerous geotechnical investigations.
- Supervise the test hole drilling, monitoring well installations, soil and groundwater sampling for numerous and Environmental Site Assessments.
- Supervise various site remediation projects.
- Supervise the construction of bentonite liners constructed at Key Lake, McArthur River and Saskatchewan Landing Provincial Park, Saskatchewan.
- Various laboratory tests on soil and asphaltic concrete.
- Quality assurance testing of concrete, aggregate, soil and asphaltic concrete during the construction process.
- Pile inspection during construction and preparation of the pile inspection report.

STEVEN J. HARTY, P. ENG.

Page 2

EMPLOYMENT HISTORY

January 2011 to Present: Ground Engineering Consultants Ltd., Regina, Saskatchewan.
Geoenvironmental Engineer

June 1986 to December 2010: GE Ground Engineering Ltd., Regina, Saskatchewan.
Geoenvironmental Engineer

June to September, 1985: City of Melfort, Melfort, Saskatchewan.
Surveyor and Draftsperson.

EDUCATION

Bachelor of Science, Faculty of Civil Engineering, University of Saskatchewan, 1993

Civil Engineering Technology, Saskatchewan Technical Institute, 1986

TECHNICAL AFFILIATIONS AND MEMBERSHIPS

Member of the Association of Professional Engineers and Geoscientists of Saskatchewan
Executive Member of Regina Geotechnical Group
Member of Regina Engineering Society
Member of Organizing Committee Member for 1999 Canadian Geotechnical Conference
National Accreditation Team Member for Canadian Council of Technicians and Technologists -
Environmental Programs

TECHNICAL PAPERS

Design and Construction of Soil Bentonite Liners and Two Case Histories by Paul Kozicki, Steven Harty and John P. Kozicki, First International Congress on Environmental Geotechnics, Edmonton, Canada, July 10 - 15, 1994.

Engineered Foundation Package Designed to Perform in Areas with Expansive Clay Soils. Paul Kozicki and Steven Harty (co-author), Information Booklet prepared for Saskatchewan Department of Community Services, Housing Division, 1992.

APPENDIX I – GEOTECHNICAL REPORTS

I.1 GEOTECHNICAL INVESTIGATION – PARCEL B

FILE: GE-14105

February 26, 2018

TITLE: PRELIMINARY GEOTECHNICAL INVESTIGATION
PROPOSED NEW HORIZON BUSINESS PARK
PARCEL B, SE-6-18-18-W2
R.M. OF EDENWOLD, SASKATCHEWAN

CLIENT: NEW HORIZON PARK CORP.

FILE NO: GE-14105 DATE: FEBRUARY 26, 2018

GROUND ENGINEERING CONSULTANTS LTD.

FILE: GE-14105

February 26, 2018

TABLE OF CONTENTS

	<u>PAGE NO.</u>
1.0 INTRODUCTION	1
2.0 DESCRIPTION OF THE SITE	2
3.0 FIELD AND LABORATORY INVESTIGATION	2
4.0 GEOTECHNICAL ANALYSIS	4
4.1 Stratigraphy	4
4.2 Groundwater	5
5.0 FOUNDATION CONSIDERATIONS	5
6.0 EXCAVATION CONSIDERATIONS	6
7.0 OTHER	6
8.0 CLOSURE	8
STATEMENT OF GENERAL CONDITIONS	

DRAWINGS

Site Plan	GE-14105-1
Classification of Soils for Engineering Purposes	GE-14105-2
Symbols and Terms Used in the Report	GE-14105-3 to -4
Stratigraphic Cross Section	GE-14105-5 to -6
Test Hole Logs	GE-14105-7 to -11
Grain Size Analysis	GE-14105-12 to -13

GROUND ENGINEERING CONSULTANTS LTD.

GROUND ENGINEERING CONSULTANTS LTD.

CIVIL & GEOENVIRONMENTAL ENGINEERS

415 – 7TH AVENUE · REGINA · SASKATCHEWAN · S4N 4P1
Tel: (306) 569-9075 FAX: (306) 565-3677 Email: groundeng@myaccess.ca

FILE: GE-14105

February 26, 2018

New Horizon Park Corp.
140 Fairway Road
Emerald Park, Saskatchewan
S4L 1C8

ATTENTION: MR. ALLEN KILBACK

Dear Sir:

**SUBJECT: PRELIMINARY GEOTECHNICAL INVESTIGATION
PROPOSED NEW HORIZON BUSINESS PARK
PARCEL B, SE-6-18-18-W2
R.M. OF EDENWOLD, SASKATCHEWAN**

1.0 INTRODUCTION

This report presents the results of a preliminary site specific subsurface soils investigation and geotechnical analysis carried out at the above captioned property located northwest of the Town of Pilot Butte, Saskatchewan. The subject property covers an area of 16 acres, approximately. It is understood that the proposed development consists of an industrial subdivision.

The objectives of this investigation were to provide the following information:

- .1 To define the subsurface soil stratigraphy and engineering properties of the foundation soils, including the groundwater regime at the site;
- .2 To identify suitable types of foundation systems available to support the proposed buildings;
- .3 To comment on possible excavation and construction problems related to foundation construction with particular reference to groundwater conditions;

A MEMBER FIRM OF THE ASSOCIATION OF CONSULTING ENGINEERING COMPANIES - SASKATCHEWAN

· SOIL MECHANICS AND FOUNDATION CONSULTANTS · SITE INVESTIGATIONS · FOUNDATION DESIGN · SPECIFICATIONS · CONSTRUCTION SUPERVISION · INSPECTION AND LABORATORY TESTING SERVICES · SOILS · CONCRETE · ASPHALT · PAVEMENT DESIGN AND EVALUATION · SLOPE STABILITY · REPORTS · SEEPAGE CONTROL BARRIERS FOR MUNICIPAL AND INDUSTRIAL WASTE CONTAINMENT · ENVIRONMENTAL SITE ASSESSMENTS

- 4 To provide recommendations on pertinent geotechnical issues identified during the subsurface investigation.

Authorization to proceed with this work was received via e-mail dated January 22, 2018.

2.0 DESCRIPTION OF THE SITE

The subject property shown in Figure 1 is located approximately 1.5 km northwest of the Town of Pilot Butte, Saskatchewan. The topography of the site is relatively flat and slopes gently down from northeast to southwest. A total of 3 shop buildings have recently been constructed at the southeast corner of the subdivision. The remainder of the property is undeveloped. Ground surface elevations vary up to 3.86 metres between the test hole locations.

3.0 FIELD AND LABORATORY INVESTIGATION

The subsurface conditions were investigated by drilling five (5) test borings at the locations shown on Drawing No. GE-14105-1. The test holes were drilled on January 26 and 30, 2018, using a truck-mounted, Brat 22 digger equipped with a 150 mm diameter continuous flight auger and a 200 mm diameter hollow stem auger. The test holes were terminated at a depth of 12.2 metres below existing ground surface. Standpipe piezometers were installed in three (3) test holes to monitor groundwater levels.

Representative disturbed auger samples and split-spoon soil samples were recovered from the test borings and taken to our laboratory for analysis. Standard Penetration tests were conducted in each test hole at selected depths and intervals. Each soil sample was visually examined to determine its textural classification and a natural moisture content test was performed on each sample. In addition, sulphate content and grain size analysis tests were performed on selected representative soil samples. Details of the soil profile, samples taken, laboratory test results, piezometer details and stratigraphic interpretations of the subsoils are appended to this report on Drawing Nos. GE-14105-5 to -11, inclusive.

The ground surface elevations at the test hole locations were surveyed by representatives of Ground Engineering Consultants Ltd. and are referenced to an established geodetic datum (top of Building No. 1 floor slab - Elevation 608.805 m, Geodetic).

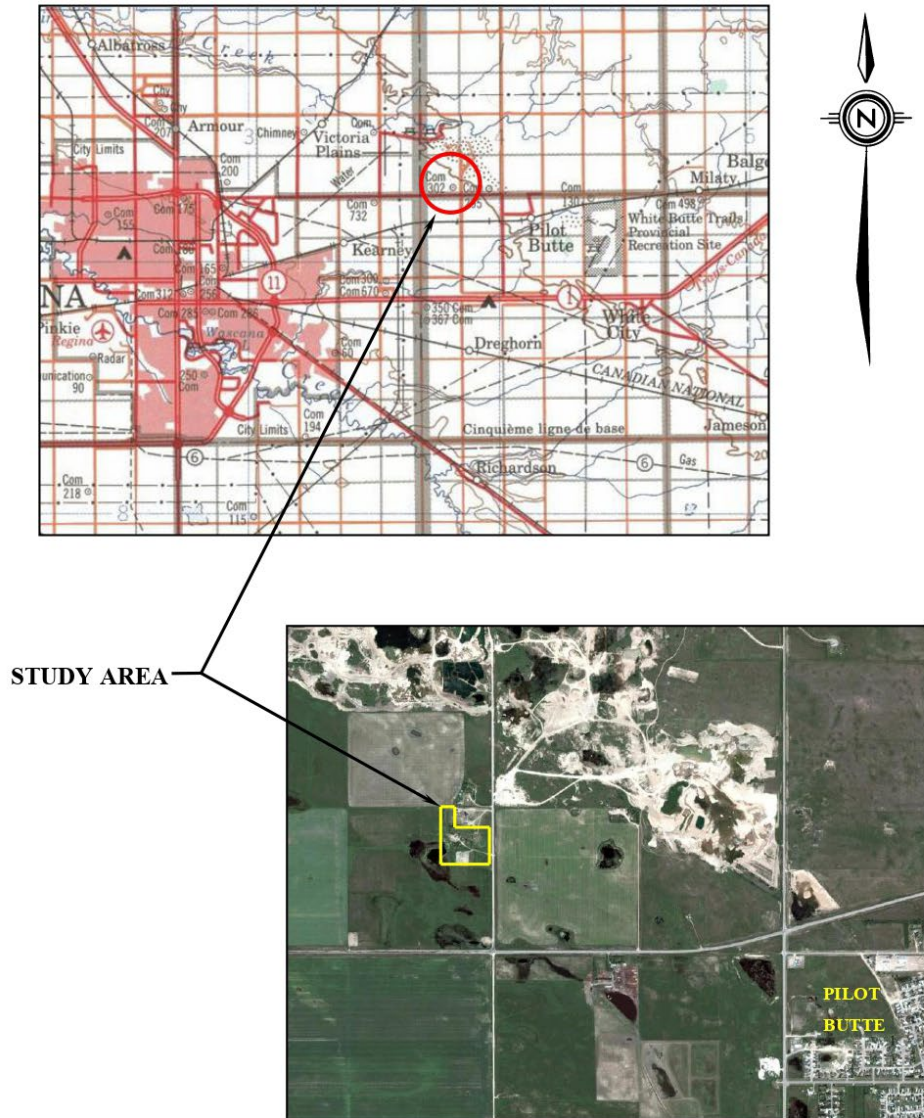


FIGURE 1
LOCATION OF STUDY AREA

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4.0 GEOTECHNICAL ANALYSIS

4.1 Stratigraphy

The drilling information indicates that the surficial topsoil is underlain by a stratified drift unit which extends to depths ranging from 9.0 to 11.0 metres and the maximum depth drilled in Test Hole 102 (12.2 metres). The drift unit is comprised of interbedded layers of clay, silt and fine to coarse grained sand. The clay is highly plastic, moist and is stiff to very stiff in consistency with undrained shear strengths ranging from 100 to 120 kPa based on unconfined compression and vane shear strength tests. The Liquid Limit ranges from 65 to 85 percent and the Plasticity Index ranges from 45 to 60 percent. The silt is clayey, sandy, moist to wet and firm to stiff in consistency. The saturated silt is subject to sloughing. The sand is silty and fine to coarse grained. The sand is normally consolidated and medium dense with Standard Penetration test "N" values ranging from 14 to 22 blows per foot. The saturated sand is cohesionless and subject to sloughing. Typical gradations of the sand are shown on Drawing Nos. GE-14105 -12 to -13, inclusive.

Fill materials, consisting predominantly of highly plastic clay were encountered to depths ranging from 0.9 to 1.7 metres in Test Holes 102, 103 and 105. The fill has been placed periodically over the past 3 years to raise the grade of the property for development. It is not known if the fill was compacted during placement.

The stratified drift unit is underlain by an unoxidized till stratigraphic unit which extends to the maximum depth drilled (12.2 metres). The till unit was not penetrated in Test Hole 102. The till stratigraphic unit encountered at this site is moist and very stiff to hard in consistency. The term till on the borehole logs indicates that the material originates from geological processes associate with glaciation. These processes produce a material that is heterogeneous in composition and as such, the till may contain pockets and/or seams of material such as sand, gravel, silt or clay. Till often contains cobblestones (75 to 100 mm) or boulders (over 200 mm) and, therefore, contractors may encounter them during excavation even if they are not evident in the test borings as is the case at this site. It should be appreciated that normal sampling equipment cannot differentiate the size or type of any obstruction. Because of the horizontal and vertical variability of till, the sample descriptions may be applicable to a very limited area; caution is therefore essential when dealing with sensitive excavations in till material.

4.2 Groundwater

The drilling information indicates that there is a relatively shallow water table at this site. Standpipe piezometers were installed in Test Holes 101, 103 and 104 to monitor groundwater levels. The measured groundwater levels are shown in Table 1, below.

TABLE 1
PIEZOMETRIC SURFACE MEASUREMENTS

PIEZOMETER NO.	DATE MEASURED	DEPTH OF WELL (m)	GROUNDWATER LEVEL FROM TOP OF PIPE (m)	GROUNDWATER LEVEL FROM GROUND SURFACE (m)	PIEZOMETER SURFACE ELEVATION GEODETIC (m)
101	February 23, 2018	7.25	610	5.06	606.03
103	February 23, 2018	8.80	4.35	3.44	603.79
104	February 23, 2018	6.80	4.10	3.15	606.00

During wet years, periods of heavy rain or spring runoff, the water table could be even higher. The piezometric surface contours are shown on Drawing No. GE-14105-1 and indicate that groundwater flows across the site in a southwesterly direction. The saturated sand layer is the Condie Aquifer.

5.0 FOUNDATION CONSIDERATIONS

Shallow footing and raft foundations are not recommended because of the deep fill and potentially active type clay subsoils encountered at this site. The following foundation systems are considered to be suitable options for foundation design depending on the size of the building and location on the site.

- Bored Concrete Piles (limited to depth of water table/sloughing – may require temporary steel casings)
- Driven Steel Pipe/H-beam Piles – no depth restriction
- Augercast (CFA) Bored Concrete Piles – restricted to length of CFA auger
- Driven Timber Piles – restricted to length of timber

Supplementary geotechnical investigations will be required for each building site to determine specific foundation design recommendations.

6.0 EXCAVATION CONSIDERATIONS

Excavations will be in the surficial fill and stratified drift unit. Excavations above the water table should have side slopes cut back at an inclination of one (1) vertical to one (1) horizontal to minimize sloughing problems. Dewatering may be required for some excavations (trenches) at this site. Any excavations below the water table should be cut back at two (2) horizontal to one (1) vertical. It should be possible to dewater trench excavations with sumps.

7.0 OTHER

- .1 Adequate drainage away from the buildings should be provided and maintained to minimize infiltration of water into the subgrade. This is important to minimize the potential for frost heaving around the perimeter of the building.
- .2 Test results on selected samples indicate that the soluble sulphate contents in the soil range from 0.07 to 0.91 percent by dry soil weight. Exposure Class S-2 is considered appropriate for design of concrete in contact with the native soil, as specified in CSA Standard CAN3-A23.1-09. Minimum requirements for Exposure Class S-2 are as follows:
 - .1 Cement Type: HS or HSb
 - .2 Maximum water to cementing materials ratio: 0.45
 - .3 Air Content: as per CSA CAN-A23.1-09 Tables 2 and 4
 - .4 Minimum specified Compressive Strength: 32 MPa at 56 days
- .3 In the event that changes are made in the design, location or nature of the project, the conclusions and recommendations included in this report would not be deemed valid unless the changes in the project were reviewed by our firm. Modification to this report would then be made if necessary. Furthermore, it is recommended that this firm be allowed an opportunity for a general review of the final design plans and specifications in order to ensure that the recommendations made in this report are properly interpreted and implemented. If this firm is not allowed the opportunity for this review, we assume no responsibility for the misinterpretation of any of the recommendations.
- .4 It is recommended that Ground Engineering Consultants Ltd. be retained to provide inspection services during construction of the foundations for this project. This is to observe

compliance with the design concepts, specifications or recommendations and to allow design changes in the event that the subsurface conditions differ from what was anticipated.

- .5 This preliminary report has been prepared for New Horizon Group of Companies and is intended for the specific application to the design and construction of the proposed New Horizon Business Park subdivision to be constructed at SE-6-18-18-W2, west of Pilot Butte, Saskatchewan. The analysis and recommendations are based in part on the data obtained from the test hole logs. The boundaries between soil strata have been established at the bore hole locations. Between the bore holes, the boundaries are assumed from geological evidence and may be subject to considerable error. Contractors bidding on the project works are particularly advised against reviewing the report without realizing the limitations of the subsurface information.
- .6 It is recommended that the geotechnical workscope include the following services in addition to subsurface exploration and development of foundation design recommendations. These two services are:
 - i) geotechnical review of other design professionals' plans relative to their interpretation of geotechnical findings and recommendations, and
 - ii) construction monitoring to observe construction activities in light of plans and specifications, and to help assure that unforeseen conditions are detected quickly to permit prompt corrective action and thus prevent minor problems from growing to major proportion.
- .7 The samples from this site will be retained in our laboratory for 90 days following the date of this report. Should no instructions be received to the contrary, these samples will then be discarded.

FILE: GE-14105

8

February 26, 2018

8.0 CLOSURE

We trust that this report is satisfactory for your purposes. If you have any questions or require additional information, please contact our office.

Yours very truly
Ground Engineering Consultants Ltd.



Prepared by: Steve Harty, P. Eng.



Reviewed by: Tim Adelman, P. Eng., P. Geo.



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STATEMENT OF GENERAL CONDITIONS

1. STANDARD OF CARE

This study and report have been prepared in accordance with generally accepted geotechnical and environmental consulting practices in this area. No other warranty, expressed or implied, is made.

2. BASIS OF REPORT

This report has been prepared for the specific site, development, design objectives and purpose that were described to Ground Engineering Consultants Ltd. (GEC) by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the document are only valid to the extent that there has been no material alteration or variation from any of the said descriptions provided to GEC, unless GEC is specifically requested by the Client to review and revise the Report in light of such alteration or variation.

3. USE OF THE REPORT

The information and opinions expressed in this document are for the sole benefit of the Client. No other party may use or rely upon the report or any portion thereof without GEC's expressed written consent. GEC will consent to any reasonable request by the Client to approve the use of this report by other parties as approved users. The contents of the report remain the copyright property of GEC, who authorizes only the Client and "Approved Users" to make copies of the report only in such quantities as are reasonably necessary for the use of the report by those parties. The Client and Approved Users may not give, lend, sell or otherwise make available this document or the report or any portion thereof, or any copy of the report or portion thereof, to any party without the expressed written permission of GEC.

4. COMPLETE REPORT

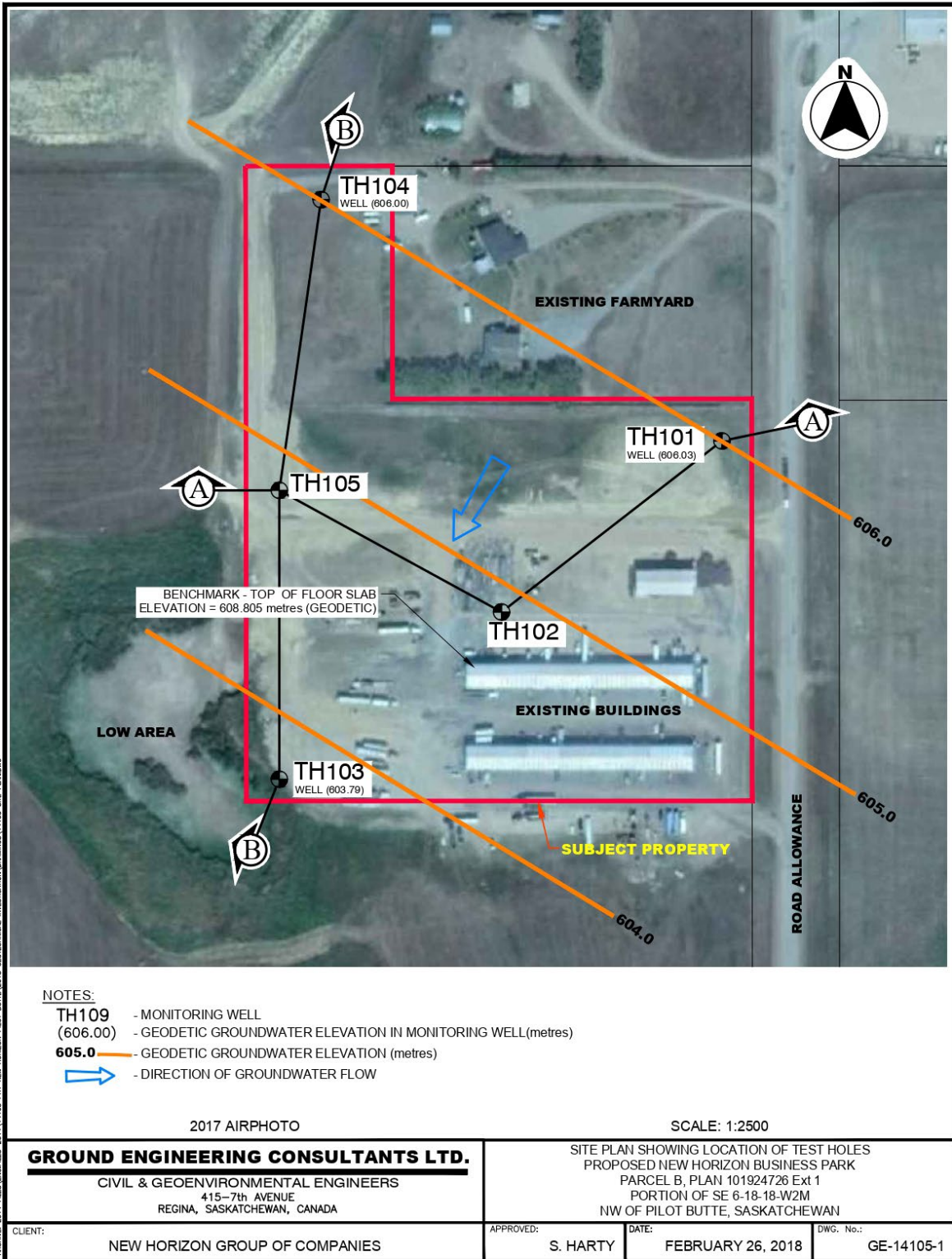
The report is of a summary nature and is not intended to stand alone without reference to the instructions given to GEC by the Client, communications between GEC and the client, and to any other reports, writings or documents prepared by GEC for the Client relative to the specific site described herein, all of which constitute the report. Wherever the word "report" is used herein, it shall refer to any and all of the documents referred to herein

IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT. GEC CANNOT BE RESPONSIBLE FOR USE BY ANY PARTY OR PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE REPORT.

5. INTERPRETATION OF THE REPORT

Nature and Exactness of Soil and Contaminant Description. Classification and identification of soils, rocks, geological units, contaminant materials and contaminant quantities have been based on commonly accepted geotechnical and environmental consulting practices in this area. Classification and identification of these factors are judgmental in nature and even comprehensive sampling and testing programs implemented with appropriate equipment by experienced personnel, may fail to locate some hidden conditions. All reasonable problems will involve an inherent risk that some conditions will not be detected and all reports summarizing such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and all persons making use of such reports should be aware of and accept this risk. Some conditions are subject to change over time and those making use of the report should be aware of this possibility and understand that the report only presents the conditions at the sampled points at the time of sampling.










DRAWINGS



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CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES				
ASTM Designation: D 2487 - 69 AND D 2488 - 69 (Unified Soil Classification System)				
Major Divisions	Group Symbols	Typical Names	Classification Criteria	
Coarse-grained soils * More than 50% retained on No. 200 sieve	Gravels 50% or more of coarse fraction retained on No. 4 sieve	Clean gravels	GW Well-graded gravels and gravel-sand mixtures, little or no fines GP Poorly graded gravels and gravel-sand mixtures, little or no fines	
		Gravels with fines	GM Silty gravels, gravel-sand-silt mixtures	
			GC Clayey gravels, gravel-sand-clay mixtures	
		Sands More than 50% of coarse fraction passes No. 4 sieve	Clean sands	SW Well-graded sands and gravelly sands, little or no fines
	SP Poorly graded sands and gravelly sands, little or no fines			
	Sands with fines		SM Silty sands, sand-silt mixtures	
			SC Clayey sands, sand-clay mixtures	
			Classification on basis of percentage of fines Less than 5% pass No. 200 sieve GW, GP, SW, SP More than 12% pass No. 200 sieve GM, GC, SM, SC 5 to 12% pass No. 200 sieve Borderline classifications requiring use of dual symbols	
			$C_u = \frac{D_{60}}{D_{10}} \text{ greater than 4:}$ $C_z = \frac{(D_{30})^2}{D_{10} \times D_{60}} \text{ between 1 and 3}$ Not meeting both criteria for GW	
	Atterberg limits below "A" line or P.I. less than 4 Atterberg limits above "A" line with P.I. greater than 7		Atterberg limits plotting in hatched area are borderline classifications requiring use of dual symbols	
$C_u = \frac{D_{60}}{D_{10}} \text{ greater than 6:}$ $C_z = \frac{(D_{30})^2}{D_{10} \times D_{60}} \text{ between 1 and 3}$ Not meeting both criteria for SW		Atterberg limits below "A" line or P.I. less than 4 Atterberg limits above "A" line with P.I. greater than 7	Atterberg limits plotting in hatched area are borderline classifications requiring use of dual symbols	
Fine-grained soils * 50% or more passes No. 200 sieve	Silts and clays Liquid limit 50% or less	ML Inorganic silts, very fine sands, rock flour, silty or clayey fine sands		
		CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays		
		OL Organic silts and organic silty clays of low plasticity		
	Silts and clays Liquid limit greater than 50%	MH Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts		
		CH Inorganic clays of high plasticity, fat clays		
		OH Organic clays of medium to high plasticity		
	Highly organic soils	Pt	Peat, muck and other highly organic soils	
				<p>PLASTICITY CHART</p> <p>For classification of fine-grained soils and fine fraction of coarse-grained soils. Atterberg Limits plotting in hatched area are borderline classifications requiring use of dual symbols. Equation of A-line: $PI = 0.73(LL - 20)$</p> <p>*Based on the material passing the 75mm (3in) sieve.</p>

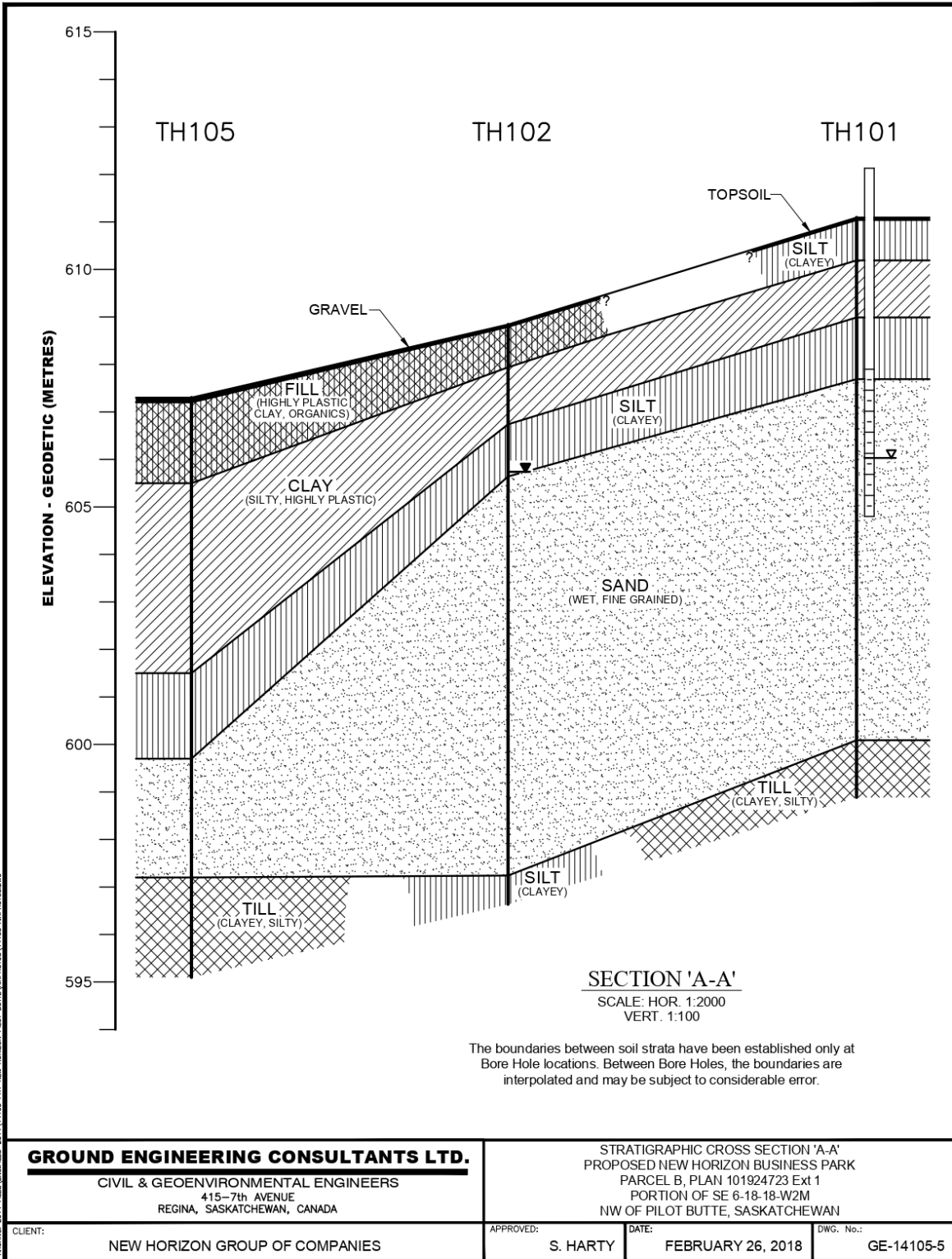
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SYMBOLS AND TERMS USED IN THE REPORT			
CLAY	SILT	SAND	GRAVEL
			
ORGANIC	PEAT	TILL	SHALE
			
FILL			
			
The symbols may be combined to denote various soil combinations, the predominate soil being heavier.			
RELATIVE PROPORTIONS		ASTM CLASSIFICATION BY PARTICLE SIZE	
TERM	RANGE		
Trace	0 - 5%	Boulder	> 300 mm
A Little	5 - 15%	Cobble	300 mm - 75 mm
Some	15 - 30%	Gravel	75 mm - 4.75 mm
With	30 - 50%	Sand	
		coarse	4.75 mm - 2 mm
		medium	2 mm - 425 um
		fine	425 um - 75 um
		Silt	75 um - 5 um
		Clay	< 5 um
DENSITY OF SANDS AND GRAVELS			
DESCRIPTIVE TERM	RELATIVE DENSITY ¹	N VALUE STANDARD ² PENETRATION TEST	
Very loose	0 - 15%	0 - 4 Blows per 300mm	
Loose	15 - 35%	4 - 10 Blows per 300mm	
Medium Dense	35 - 65%	10 - 30 Blows per 300mm	
Dense	65 - 85%	30 - 50 Blows per 300mm	
Very Dense	85 - 100%	> 50 Blows per 300mm	
CONSISTENCY OF CLAYS AND SILTS			
DESCRIPTIVE TERM	UNDRAINED SHEAR STRENGTH (kPa) (CFEM, 2nd Edt., 1985)	N VALUE STANDARD ² PENETRATION TEST	FIELD IDENTIFICATION (ASTM D 2488-84)
Very Soft	<12	< 2 Blows per 300mm	Thumb will penetrate soil more than 25 mm
Soft	12 - 25	2 - 4 Blows per 300mm	Thumb will penetrate soil about 25 mm
Firm	25 - 50	4 - 8 Blows per 300mm	Thumb will indent soil about 6 mm
Stiff	50 - 100	8 - 15 Blows per 300mm	Thumb will indent, but only with great effort (CFEM)
Very Stiff	100 - 200	15 - 30 Blows per 300mm	Readily indented by thumbnail (CFEM)
Hard	>200	> 30 Blows per 300mm	Thumb will not indent soil but readily indented with thumbnail
<p>NOTES: 1. Relative Density determined by standard laboratory tests. 2. N Value - Blows/300mm of a 620N hammer falling 762mm on a 50mm O.D. Split Spoon.</p>			

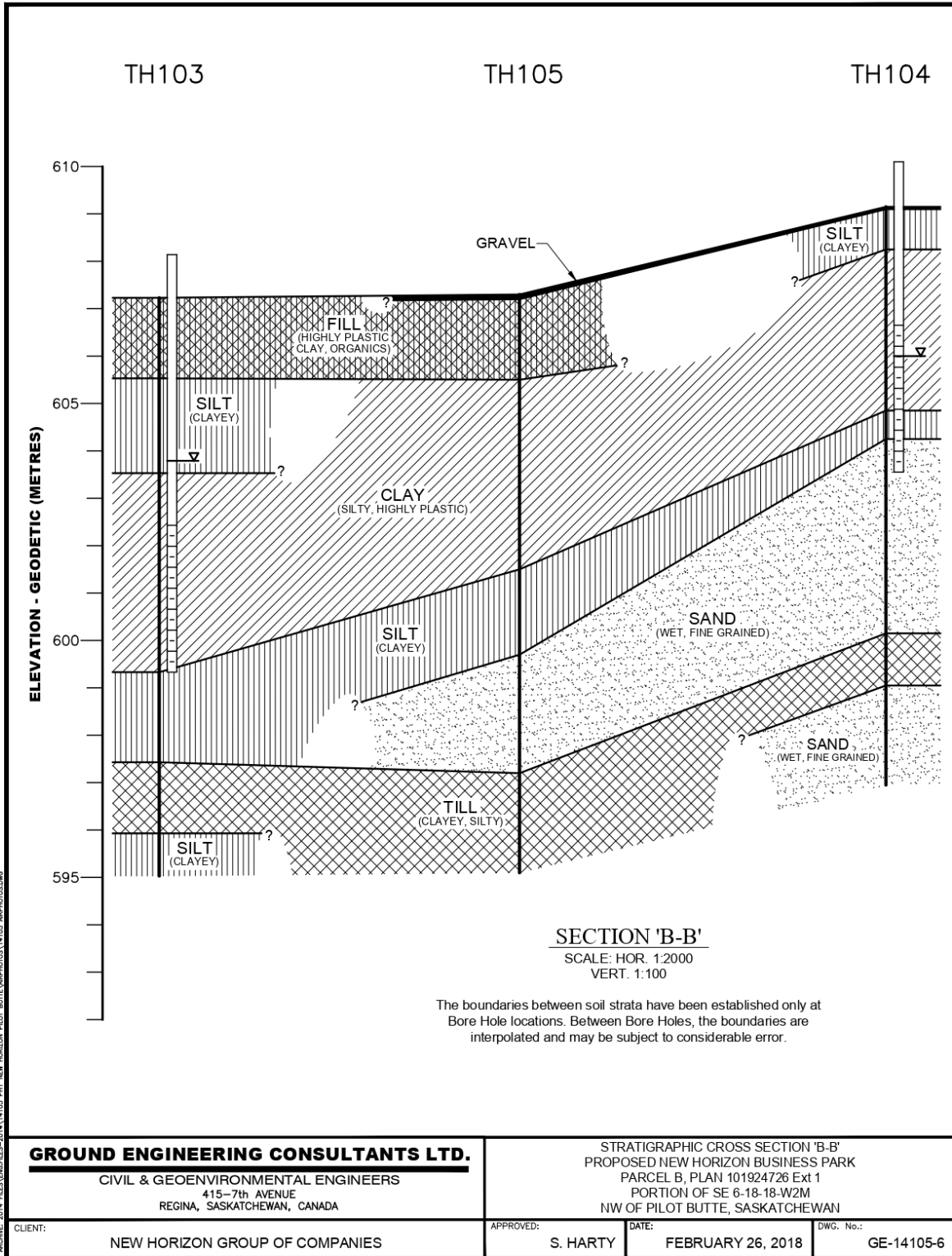
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SYMBOLS AND TERMS USED IN THE REPORT (continued)	
GROUNDWATER	
▼	Water level measured in the borings at the time and under the conditions indicated. In sand, the indicated levels can be considered reliable groundwater levels. In clay soil, it is not possible to determine the groundwater level within the normal scope of a test boring investigation, except where lenses or layers of more pervious waterbearing soil are present and then a long period of time may be necessary to reach equilibrium. Therefore, the position of the water level symbol for cohesive or mixed texture soils may not indicate the true level of the groundwater table. The available water level information is given at the bottom of the log sheet.
▽	Water level determined by piezometer installation - In all soils the levels can be considered reliable groundwater levels.
DESCRIPTIVE SOIL TERMS	
WELL GRADED	Having wide range of grain sizes and substantial amounts of all intermediate sizes.
POORLY GRADED	Predominantly of one grain size.
SLICKENSIDES	Refers to a clay that has planes that are slick and glossy in appearance; slickensides are caused by shear movements.
SENSITIVE	Exhibiting loss of strength on remolding.
FISSURED	Containing cracks, usually attributable to shrinkage. Fissured clays are sometimes described as having a nuggetty structure.
STRATIFIED	Containing layers of different soil types.
ORGANIC	Containing organic matter; may be decomposed or fibrous.
PEAT	A fibrous mass of organic matter in various stages of decomposition. Generally dark brown to black in color and of spongy consistency.
BEDROCK	Preglacial material.
DRIFT	Material deposited directly by glaciers or glacial melt-water.
ALLUVIAL	Soils that have been deposited from suspension from moving water.
LACUSTRINE	Soils that have been deposited from suspension in fresh water lakes.
DRILLING AND SAMPLING TERMS	
SYMBOL	DEFINITION
C.S.	Continuous Sampling
Sy	75mm Thin Wall Tube Sample
Sy (2)	50mm Thin Wall Tube Sample
SPT (SS)	50mm O.D. Split Spoon Sample
<u>BLOWS</u> 300mm	"N" Value - Standard Penetration Test
Bag	Disturbed Bag Sample
No.	Sample Identification Number
→	Piezometer Tip
S.I.	Slope Indicator
SPG →	Observed Seepage
LABORATORY TEST SYMBOLS	
SYMBOL	DEFINITION
●	Moisture Content - Percent of Dry Weight
→	Plastic and Liquid Limit determined in accordance with ASTM D-423 and D-424
◆	Dry Density - t/m^3
■	Shear Strength - As determined by Unconfined Compression Test
▲	Shear Strength - As determined by Field Vane
▲	Shear Strength - As determined by Pocket Penetrometer Test
%SO ₄	Water Soluable Sulphates - Percent of Dry Weight
M.A.	Grain Size Analysis

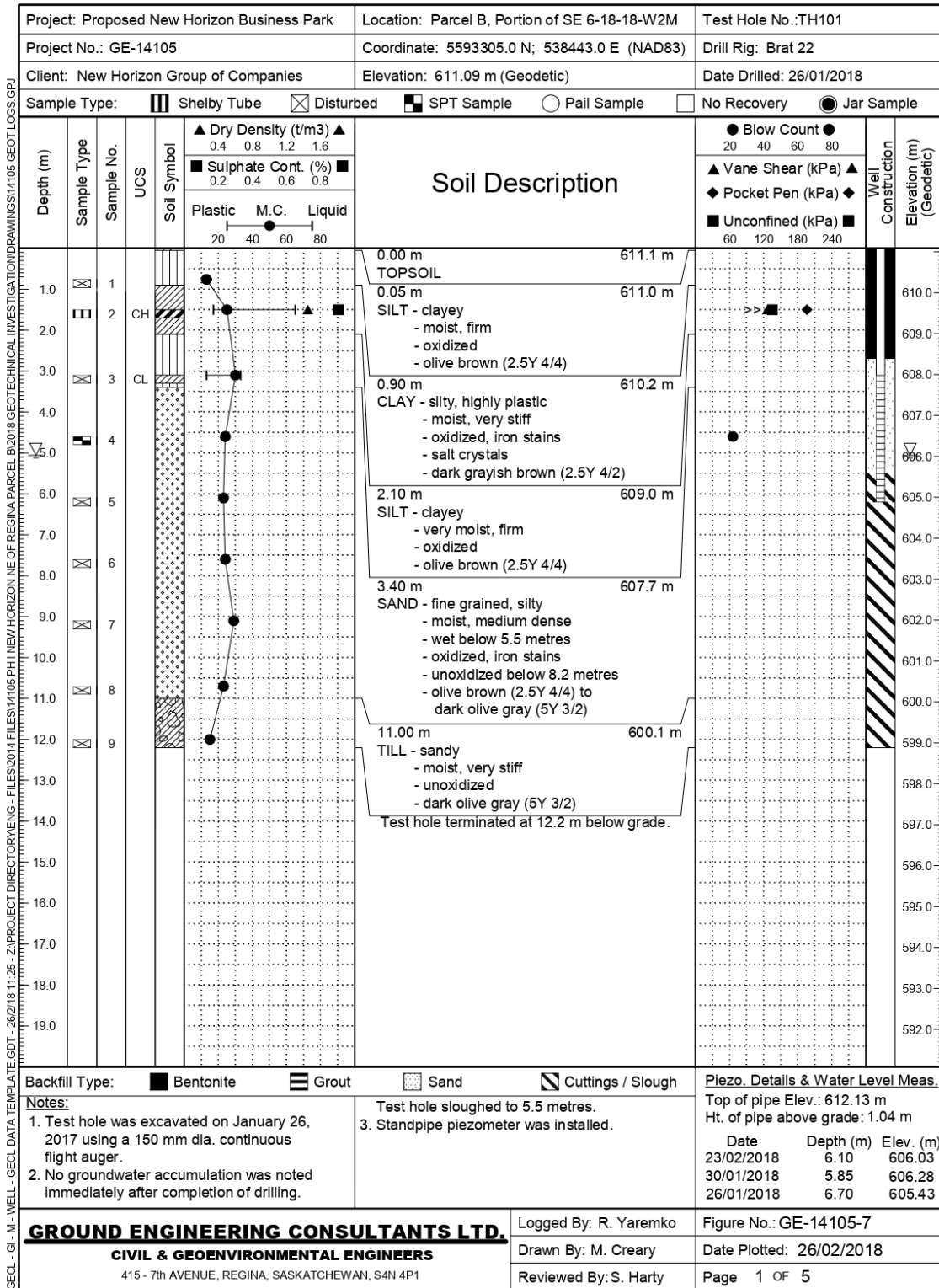
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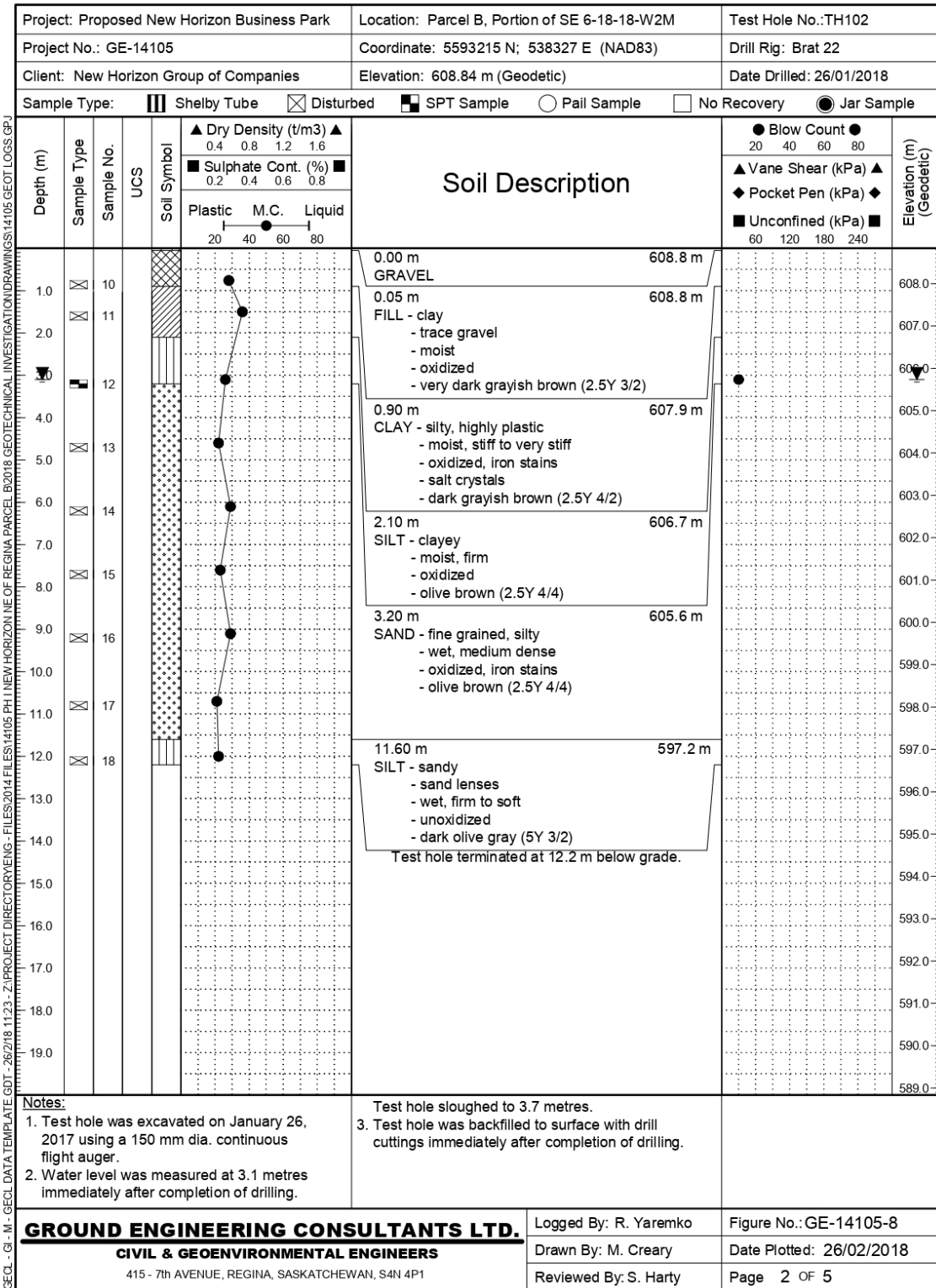
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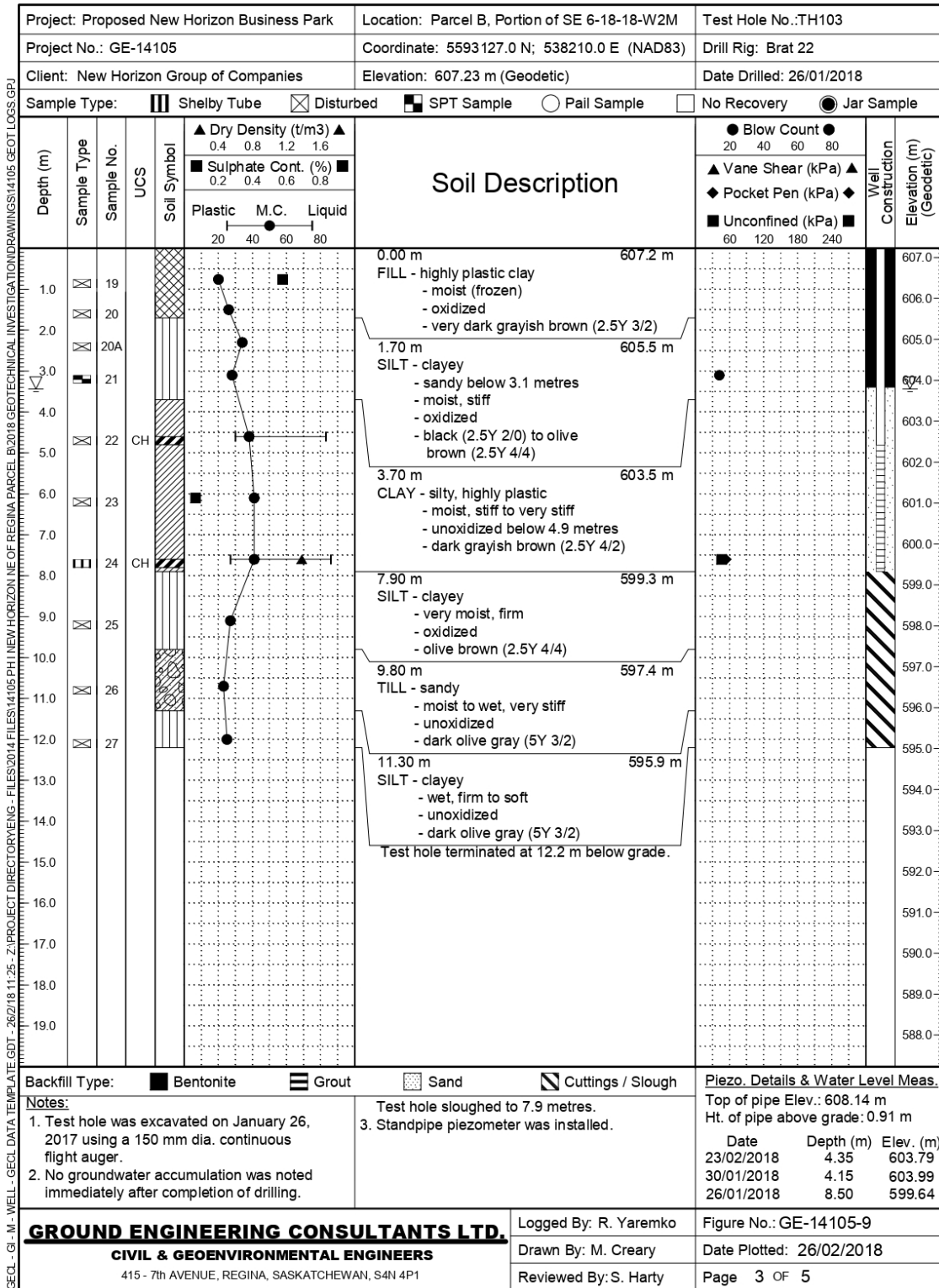
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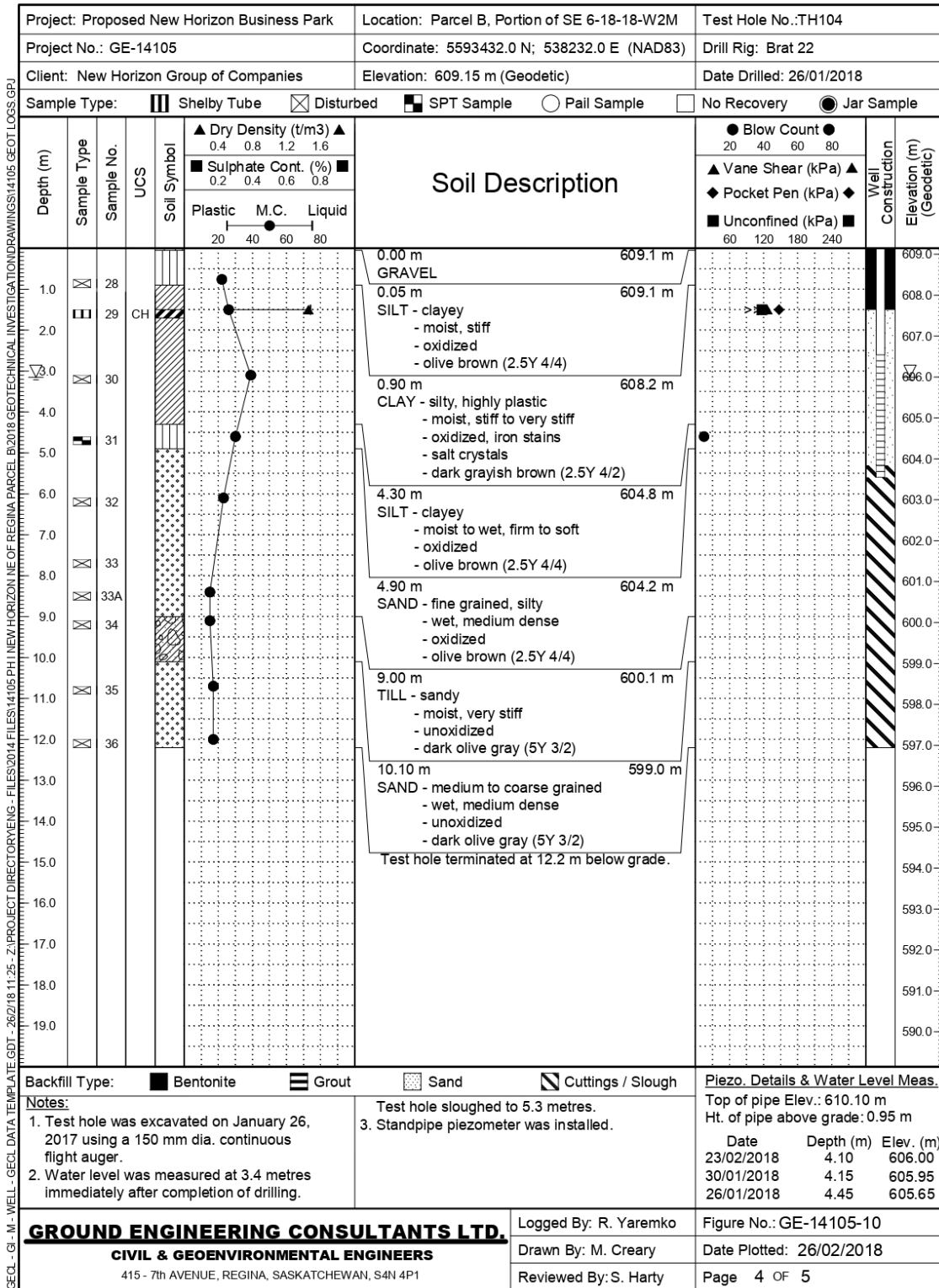
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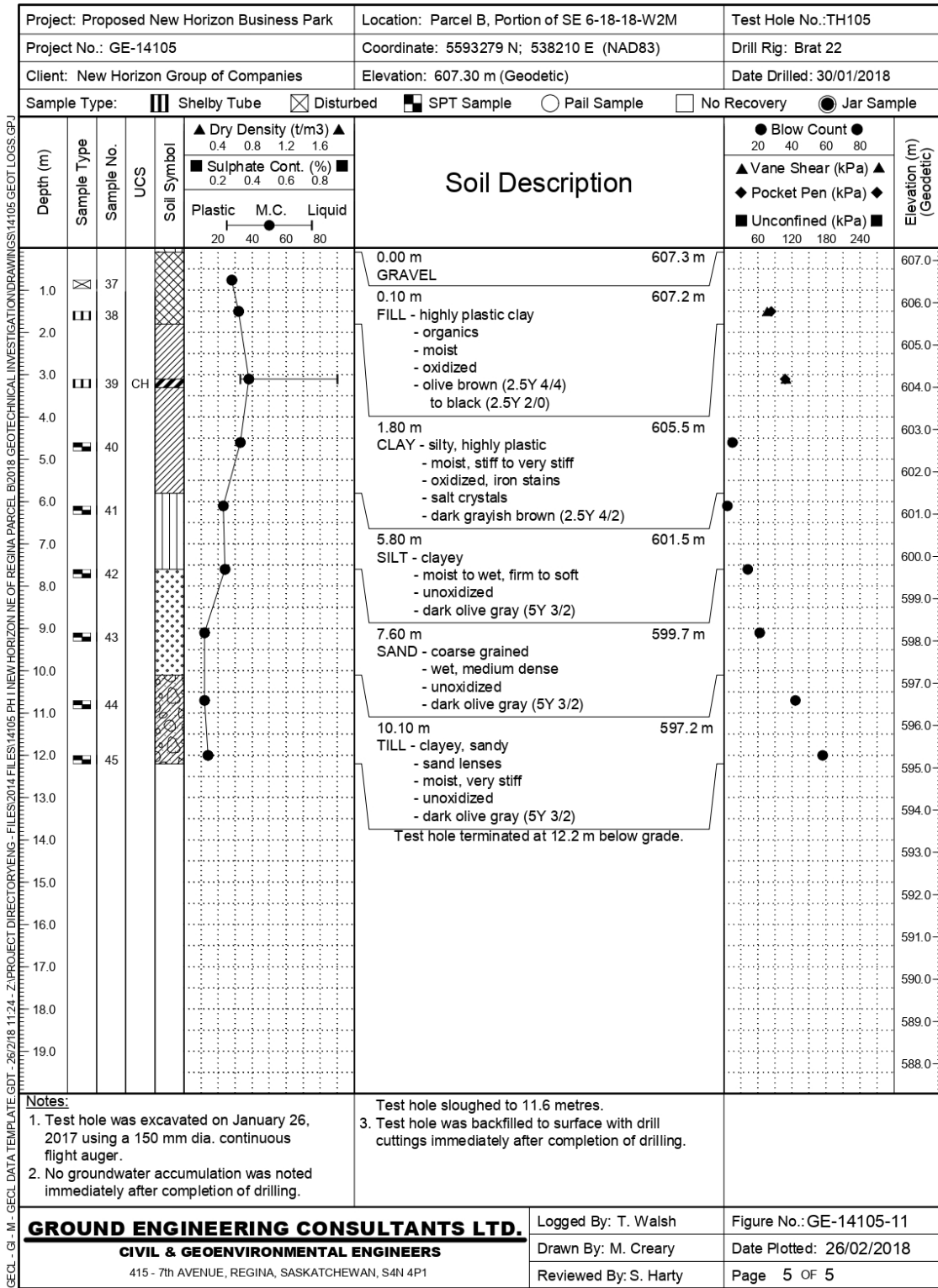
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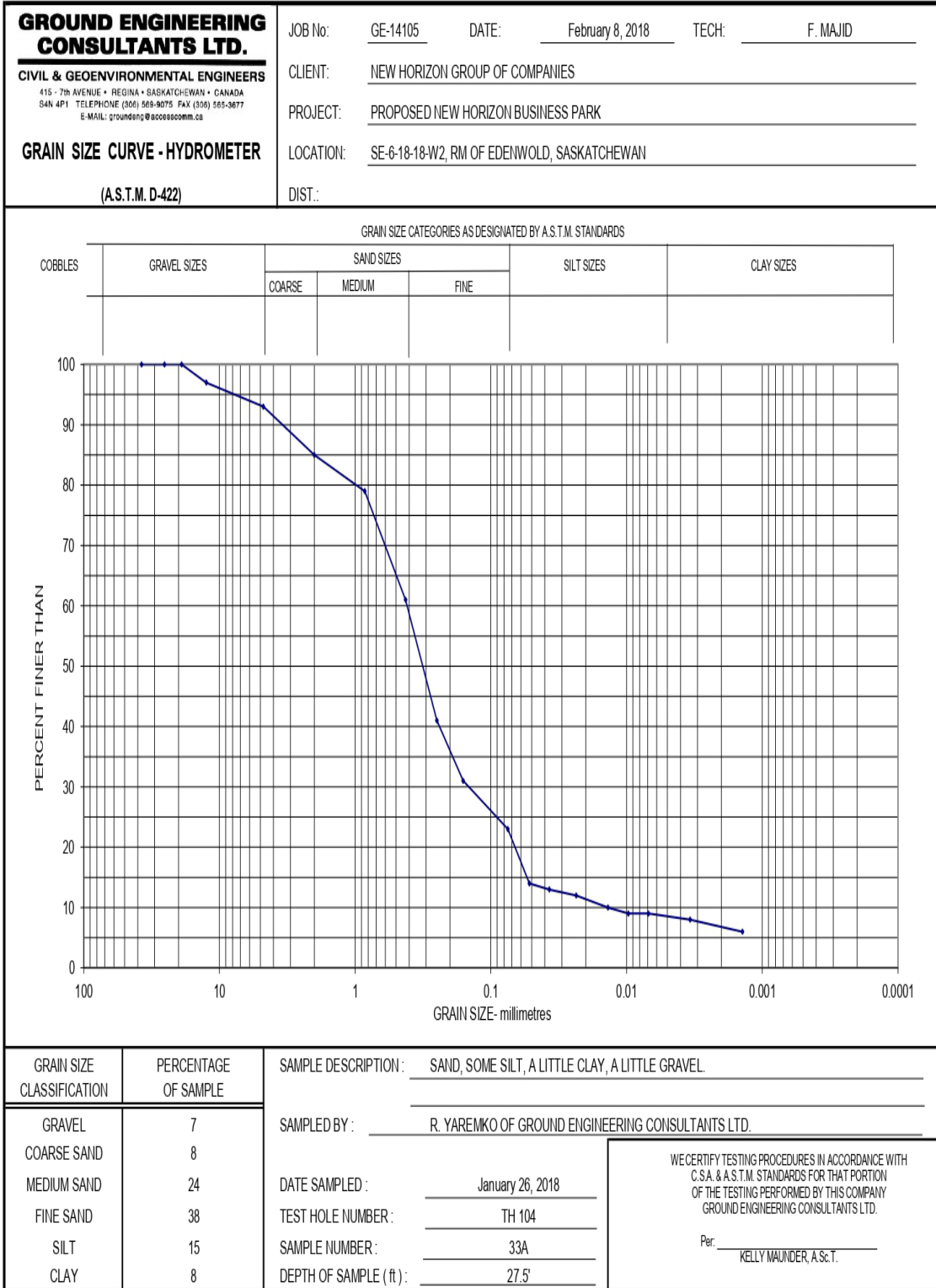


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<p>GROUND ENGINEERING CONSULTANTS LTD. CIVIL & GEOENVIRONMENTAL ENGINEERS <small>413 - 7th AVENUE • REGINA • SASKATCHEWAN • CANADA S4R 4P1 • TELEPHONE: (306) 969-9679 • FAX: (306) 555-9877 E-MAIL: groundeng@accesscomm.ca</small></p> <p>GRAIN SIZE CURVE - HYDROMETER (A.S.T.M. D-422)</p>		JOB No: <u>GE-14105</u> DATE: <u>February 8, 2018</u> TECH: <u>F. MAJID</u>															
		CLIENT: <u>NEW HORIZON GROUP OF COMPANIES</u>															
		PROJECT: <u>PROPOSED NEW HORIZON BUSINESS PARK</u>															
		LOCATION: <u>SE-6-18-18-W2, RM OF EDENWOLD, SASKATCHEWAN</u>															
		DIST.: <u>NEW HORIZON GROUP OF COMPANIES</u>															
GRAIN SIZE CATEGORIES AS DESIGNATED BY A.S.T.M. STANDARDS																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">COBBLES</td> <td style="width: 25%;">GRAVEL SIZES</td> <td style="width: 15%;">SAND SIZES</td> <td style="width: 15%;">SILT SIZES</td> <td style="width: 30%;">CLAY SIZES</td> </tr> <tr> <td></td> <td></td> <td>COARSE MEDIUM FINE</td> <td></td> <td></td> </tr> </table>				COBBLES	GRAVEL SIZES	SAND SIZES	SILT SIZES	CLAY SIZES			COARSE MEDIUM FINE						
COBBLES	GRAVEL SIZES	SAND SIZES	SILT SIZES	CLAY SIZES													
		COARSE MEDIUM FINE															
PERCENT FINER THAN vs GRAIN SIZE - millimetres																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>GRAIN SIZE CLASSIFICATION</th> <th>PERCENTAGE OF SAMPLE</th> </tr> </thead> <tbody> <tr> <td>GRAVEL</td> <td>0</td> </tr> <tr> <td>COARSE SAND</td> <td>0</td> </tr> <tr> <td>MEDIUM SAND</td> <td>0</td> </tr> <tr> <td>FINE SAND</td> <td>80</td> </tr> <tr> <td>SILT</td> <td>8</td> </tr> <tr> <td>CLAY</td> <td>12</td> </tr> </tbody> </table>		GRAIN SIZE CLASSIFICATION	PERCENTAGE OF SAMPLE	GRAVEL	0	COARSE SAND	0	MEDIUM SAND	0	FINE SAND	80	SILT	8	CLAY	12	SAMPLE DESCRIPTION : <u>FINE GRAINED SAND, SOME CLAY, SOME SILT.</u> SAMPLED BY : <u>R. YAREMKO OF GROUND ENGINEERING CONSULTANTS LTD.</u> DATE SAMPLED : <u>January 26, 2018</u> TEST HOLE NUMBER : <u>TH101</u> SAMPLE NUMBER : <u>5</u> DEPTH OF SAMPLE (ft.) : <u>20' BELOW GRADE</u>	
GRAIN SIZE CLASSIFICATION	PERCENTAGE OF SAMPLE																
GRAVEL	0																
COARSE SAND	0																
MEDIUM SAND	0																
FINE SAND	80																
SILT	8																
CLAY	12																
GE-14105-12		WE CERTIFY TESTING PROCEDURES IN ACCORDANCE WITH C.S.A. & A.S.T.M. STANDARDS FOR THAT PORTION OF THE TESTING PERFORMED BY THIS COMPANY GROUND ENGINEERING CONSULTANTS LTD. Per: <u>KELLY MAUNDER, A.Sc.T.</u>															



GE-14105-13

I.2 GEOTECHNICAL INVESTIGATION – SE ¼ 6-18-18-W2M

FILE: GE-07133

December 31, 2010

TITLE: PRELIMINARY GEOTECHNICAL INVESTIGATION
PROPOSED INDUSTRIAL SUBDIVISION
PORTION OF SE-6-18-18-W2
WEST OF PILOT BUTTE, SASKATCHEWAN

CLIENT: NORTH RIDGE DEVELOPMENT CORPORATION

FILE NO: GE-07133 DATE: DECEMBER 31, 2010

GE GROUND ENGINEERING LTD.

FILE: GE-07133

December 31, 2010

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4.0 GEOTECHNICAL ANALYSIS	4
4.1 Stratigraphy	4
4.2 Groundwater	4
5.0 FOUNDATION CONSIDERATIONS	5
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Stratigraphic Cross Section	GE-07133-5
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Grain Size Analysis	GE-07133-21 to -23
Guide for Sulphate Resistant Cement	GE-07133-24

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GROUND ENGINEERING LTD.

CIVIL & GEOENVIRONMENTAL ENGINEERS

415 - 7th AVENUE • REGINA • SASKATCHEWAN • CANADA • S4N 4P1
TELEPHONE: (306) 569-9075 FAX: (306) 565-3677 EMAIL: geground@accesscomm.ca

FILE: GE-07133

December 31, 2010

North Ridge Development Corporation
395 Maxwell Crescent
REGINA, Saskatchewan
S4N 5X9

ATTENTION: MR. PATRICK MAH

Dear Sir:

**SUBJECT: PRELIMINARY GEOTECHNICAL INVESTIGATION
PROPOSED INDUSTRIAL SUBDIVISION
PORTION OF SE-6-18-18-W2
WEST OF PILOT BUTTE, SASKATCHEWAN**

1.0 INTRODUCTION

This report presents the results of a site specific subsurface soils investigation and geotechnical analysis carried out at the above captioned property located west of the Town of Pilot Butte, Saskatchewan. It is understood that the subject property will be developed with an industrial subdivision.

The objectives of this investigation were to provide the following information:

- .1 To define the subsurface soil stratigraphy, groundwater regime and engineering properties of the foundation soils at the site;



A MEMBER ORGANIZATION OF THE ASSOCIATION OF CONSULTING ENGINEERS OF CANADA

AFFILIEE A LA FIDIC MEMBER



- SOIL MECHANICS AND FOUNDATION CONSULTANTS
- SITE INVESTIGATIONS
- FOUNDATION DESIGN
- SPECIFICATIONS
- CONSTRUCTION SUPERVISION
- INSPECTION AND LABORATORY TESTING SERVICES
- SOILS
- CONCRETE
- ASPHALT
- PAVEMENT DESIGN AND EVALUATION
- SLOPE STABILITY
- REPORTS
- SEEPAGE CONTROL BARRIERS FOR MUNICIPAL AND INDUSTRIAL WASTE CONTAINMENT
- ENVIRONMENTAL STUDIES

- .2 To identify suitable types of foundation systems to support the proposed buildings;
- .3 To comment on possible excavation and construction problems related to foundation construction, with particular reference to groundwater conditions;
- .4 To provide recommendations on pertinent geotechnical issues identified during the subsurface investigation.

2.0 DESCRIPTION OF SITE

The study area shown in Figure 1 is located in the Rural Municipality of Edenwold No. 158 approximately 1.0 km west of the Town of Pilot Butte, Saskatchewan. At the present time, the property is used for forage. The property has never been developed and has historically been cultivated farmland. The topography is gently rolling with seasonal sloughs located in the low areas. There is an elevation difference of approximately 5 metres across the site.

3.0 FIELD AND LABORATORY INVESTIGATION

The subsurface conditions were investigated by drilling 15 test borings at the locations shown on Drawing No. GE-07133-1. The test borings were drilled on July 7, 2009 (Test Holes 101 to 104) and October 18, 2010 (Test Holes 201 to 211) using a truck-mounted, CME digger equipped with a 150 mm diameter continuous flight auger. The test holes were terminated at depths ranging from 4.5 to 12.2 metres below existing grade. A total of 7 standpipe piezometers were installed to monitor groundwater levels.

Representative disturbed auger samples and undisturbed Shelby tube soil samples were recovered from the test borings at selected intervals and were taken to our laboratory for analysis. Each soil sample was visually examined to determine its textural classification and a natural moisture content test was performed on each soil sample. Grain size analysis tests were performed on selected soil samples. Standard Penetration tests were conducted in select test holes. Details of the soil profile, samples taken, laboratory test results, piezometer installations and stratigraphic interpretations of the subsoils are presented on Drawing Nos. GE-07133-5 to -23, inclusive.



FIGURE 1
LOCATION OF STUDY AREA

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The ground surface elevations at the test hole locations are referenced to geodetic datum provided by Midwest Surveys. There is an elevation difference of 3.55 metres between the test hole locations.

4.0 GEOTECHNICAL ANALYSIS

4.1 Stratigraphy

The drilling information indicates that the surficial topsoil is generally underlain by a highly plastic, silty clay stratigraphic unit which extends to depths ranging from 0.9 to 5.2 metres. The clay unit was not present in Test Hole 103. The clay is stiff to very stiff with undrained shear strength ranging from 50 to 120 kPa based on unconfined compression and vane shear strength tests. The Liquid Limit ranges from 65 to 85 percent and the Plasticity Index ranges from 40 to 60 percent.

The surficial clay is underlain by a silt unit which extends to depths ranging from 1.7 to 9.0 metres and the maximum depth penetrated in Test Holes 207 and 211 (9.1 metres). The silt is clayey, sandy, moist to very moist and firm in consistency.

The silt unit is underlain by a sand unit which extends to the maximum depth penetrated in the test holes (12.2 metres). The sand is silty, fine grained and contains occasional till lenses. The sand is normally consolidated and loose to medium dense with Standard Penetration test "N" values ranging from 8 to 19 blows per foot. The saturated sand is cohesionless and subject to sloughing. Typical gradations of the silt and sand strata are shown on Drawing Nos. GE-07133-21 to -23, inclusive.

4.2 Groundwater

The drilling information indicates that there is a groundwater table at this site. The water levels measured in the piezometers are summarized in Table 1, below.

TABLE 1
PIEZOMETRIC SURFACE MEASUREMENTS

MONITORING WELL NO.	DATE MEASURED	DEPTH TO BOTTOM OF SCREEN (m)	DEPTH TO GROUNDWATER BELOW GROUND SURFACE (m)	GROUNDWATER ELEVATION (GEODETIC) (m)
MW 102	July 7, 2009	6.4	Dry	-
	November 6, 2009		Dry	-
MW 104	July 7, 2009	4.6	Dry	-
	November 6, 2009		Dry	-
MW 201	July 7, 2009	7.6	Dry	-
	November 6, 2009		6.15	599.20
MW 204	July 7, 2009	12.5	11.41	596.29
	November 6, 2009		11.40	596.30
MW 206	July 7, 2009	7.9	6.56	598.29
	November 6, 2009		6.77	598.08
MW 208	July 7, 2009	7.6	*	-
	November 6, 2009		*	-
MW 211	July 7, 2009	12.5	11.37	595.83
	November 6, 2009		10.96	596.24

* Monitoring well was damaged.

Information obtained from Saskatchewan Environment and Resource Management report, "Groundwater Quality Analysis of the Condie Aquifer" dated May, 1997 indicates that the subject property is located within the recharge area of the Condie Aquifer. The Condie Aquifer was encountered at depths ranging from 6.1 to 11.4 metres below existing ground surface. The piezometric surface contours are shown on Drawing No. GE-07133-1. The contours show groundwater flows across the site in a westerly direction.

5.0 FOUNDATION CONSIDERATIONS

The results of this investigation indicate that the stratigraphy and groundwater conditions vary considerably across the subject property. Due to the variable conditions, geotechnical investigations will be required for each lot to determine site specific foundation recommendations. The following foundation systems are considered options for the development depending on the size of the building and location on the site.

- Conventional Bored Concrete Piles
- Spread Footings
- Driven Timber/Steel Pipe Piles
- Augercast Bored Concrete Piles

6.0 EXCAVATION CONSIDERATIONS

Excavations at this site will be in the clay, silt and sand strata. Excavations in which persons must work must be cut back to at least one (1) horizontal to one (1) vertical or a temporary shoring system must be used to support the sides of the excavation.

7.0 OTHER

- .1 The ground surface adjacent to the buildings should be sloped away from the building at a grade of at least 5% to minimize infiltration of water into the subgrade. The building sites should be set as high an elevation as possible in relation to the surrounding area.
- .2 Test results on selected samples indicate that the soluble sulphate contents in the soil range from 0.02 to 0.50 percent by dry soil weight. Class 3 Concrete, with HS (Type 50) cement, as specified in the Guide for Use of Sulphate Resistant Cement on Drawing No. GE-07133-24, should be used for use for all concrete in contact with soil.
- .3 Attention is drawn to the presence of shale which is commonly found in concrete aggregates in Regina. Shale may produce "pop-outs" on concrete floors. These small holes are detrimental under tiled or on smooth finished floors. If finish is critical on the floors, the aggregate should be carefully checked to insure its acceptability.
- .4 In the event that changes are made in the design, location or nature of the project, the conclusions and recommendations included in this report would not be deemed valid unless the changes in the project were reviewed by our firm. Modification to this report would then be made if necessary. Furthermore, it is recommended that this firm be allowed an opportunity for a general review of the final design plans and specifications in order to ensure that the recommendations made in this report are properly interpreted and implemented. If this firm is not allowed the opportunity for this review, we assume no responsibility for the misinterpretation of any of the recommendations.

FILE: GE-07133

7

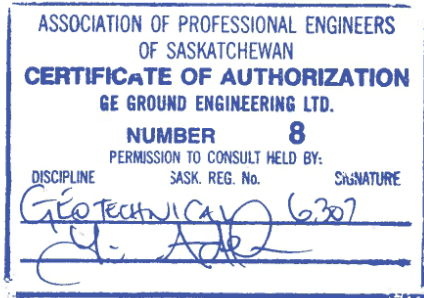
December 31, 2010

.5 This preliminary report has been prepared for North Ridge Development Corporation and is intended for the specific application to the design and construction of the proposed industrial subdivision to be located approximately 1.0 km west of the Town of Pilot Butte, Saskatchewan. The analysis and recommendations are based in part on the data obtained from the test hole logs. The boundaries between soil strata have been established at bore hole locations. Between the bore holes, the boundaries are assumed from geological evidence and may be subject to considerable error. It is recommended that persons reviewing this report should make such tests, inspections and other on-site investigations as is considered necessary to satisfy themselves as to the nature of the conditions to be encountered.

8.0 CLOSURE

We trust that this report is satisfactory for your purposes. If you have any questions or require additional information, please contact this office.

Yours very truly
GE GROUND ENGINEERING LTD.



Prepared by: STEVE HARTY, P. ENG.

[Handwritten Signature]
[Handwritten Signature]



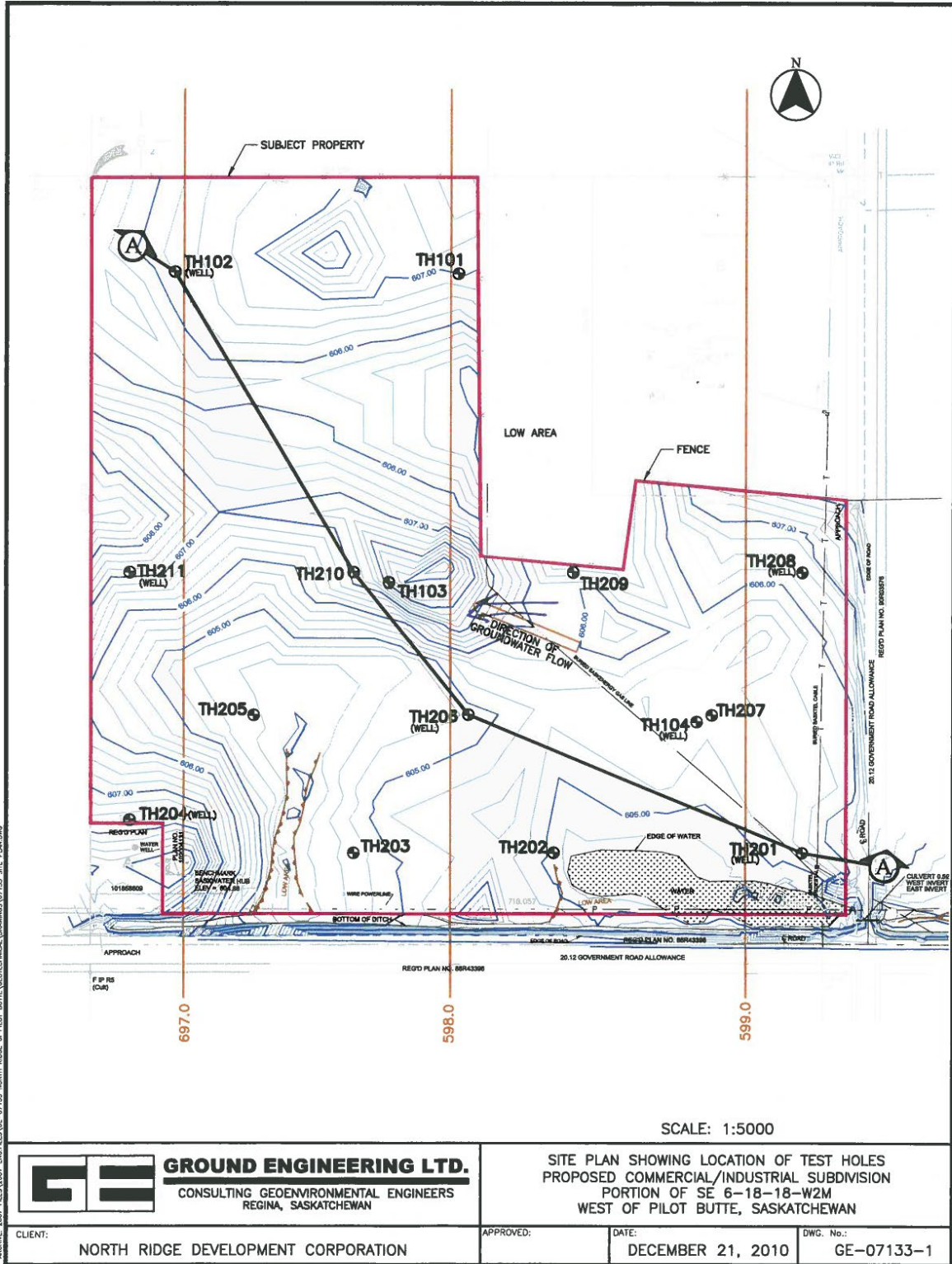
Reviewed by: TIM ADELMAN, P. ENG., P. GEO.

SH:ss
Distribution: North Ridge Development Corporation (2 copies, 1 PDF copy)
SH290 Office (1 copy)




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DRAWINGS












ARCHIVE: 2007_PLEX3007_ENG_PLEX3007_NORTH_RIDGE_OF_PILOT_BUTTE_VEGETATION_SURVEY_07133_SITE_PLAN.DWG

 <p>GROUND ENGINEERING LTD. CONSULTING GEOENVIRONMENTAL ENGINEERS REGINA, SASKATCHEWAN</p>	<p>SITE PLAN SHOWING LOCATION OF TEST HOLES PROPOSED COMMERCIAL/INDUSTRIAL SUBDIVISION PORTION OF SE 6-18-18-W2M WEST OF PILOT BUTTE, SASKATCHEWAN</p>		
	<p>CLIENT: NORTH RIDGE DEVELOPMENT CORPORATION</p>	<p>APPROVED:</p>	<p>DATE: DECEMBER 21, 2010</p>

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES					
ASTM Designation: D 2487 - 69 AND D 2488 - 69 (Unified Soil Classification System)					
Major Divisions	Group Symbols	Typical Names	Classification Criteria		
Coarse-grained soils More than 50% retained on No. 200 sieve *	Gravels 50% or more of coarse fraction retained on No. 4 sieve	Clean gravels	GW Well-graded gravels and gravel-sand mixtures, little or no fines	$C_u = \frac{D_{60}}{D_{10}} \text{ greater than 4:}$ $C_z = \frac{(D_{30})^2}{D_{10} \times D_{60}} \text{ between 1 and 3}$ <p>Not meeting both criteria for GW</p> <p>Atterberg limits below "A" line or P.I. less than 4</p> <p>Atterberg limits above "A" line with P.I. greater than 7</p>	
			GP Poorly graded gravels and gravel-sand mixtures, little or no fines		
		Gravels with fines	GM Silty gravels, gravel-sand-silt mixtures		
			GC Clayey gravels, gravel-sand-clay mixtures		
	Sands More than 50% of coarse fraction passes No. 4 sieve	Clean sands	SW Well-graded sands and gravelly sands, little or no fines	$C_u = \frac{D_{60}}{D_{10}} \text{ greater than 6:}$ $C_z = \frac{(D_{30})^2}{D_{10} \times D_{60}} \text{ between 1 and 3}$ <p>Not meeting both criteria for SW</p> <p>Atterberg limits below "A" line or P.I. less than 4</p> <p>Atterberg limits above "A" line with P.I. greater than 7</p>	
			SP Poorly graded sands and gravelly sands, little or no fines		
		Sands with fines	SM Silty sands, sand-silt mixtures		
					SC Clayey sands, sand-clay mixtures
Fine-grained soils 50% or more passes No. 200 sieve *	Sils and clays Liquid limit 50% or less	ML Inorganic silts, very fine sands, rock flour, silty or clayey fine sands	<p>Classification on basis of percentage of fines Less than 5% pass No. 200 sieve GW, GP, SW, SP More than 12% pass No. 200 sieve GM, GC, SM, SC 5 to 12% pass No. 200 sieve Borderline classifications requiring use of dual symbols</p> <p>PLASTICITY CHART</p> <p>For classification of fine-grained soils and fine fraction of coarse-grained soils. Atterberg Limits plotting in hatched area are borderline classifications requiring use of dual symbols. Equation of A-line: $PI = 0.73(L-20)$</p>		
		CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays			
		OL Organic silts and organic silty clays of low plasticity			
	Sils and clays Liquid limit greater than 50%	MH Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts			
		CH Inorganic clays of high plasticity, fat clays			
		OH Organic clays of medium to high plasticity			
	Highly organic soils	Pt Peat, muck and other highly organic soils			

*Based on the material passing the 75mm (3in) sieve.

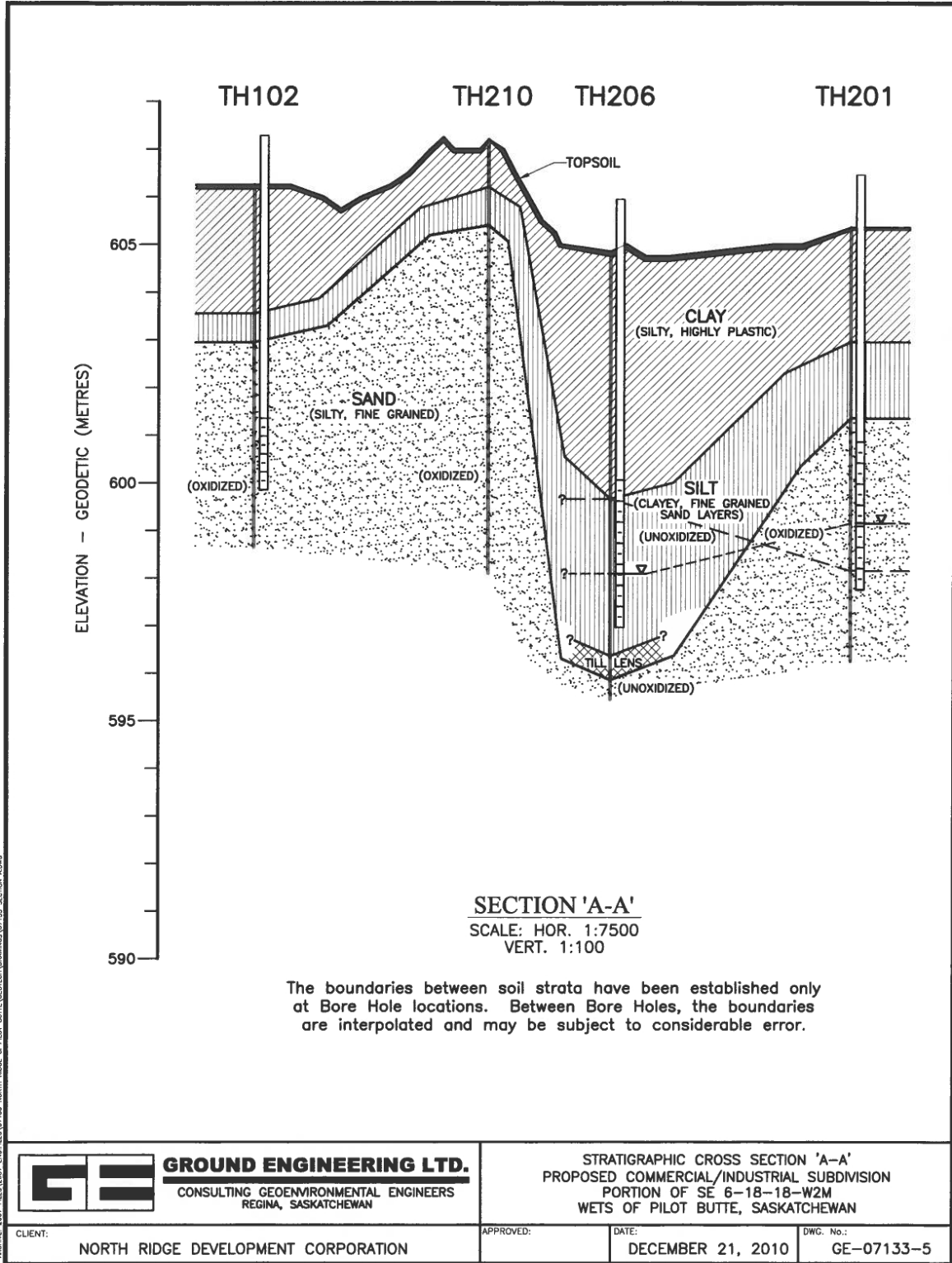
GE-07133-2

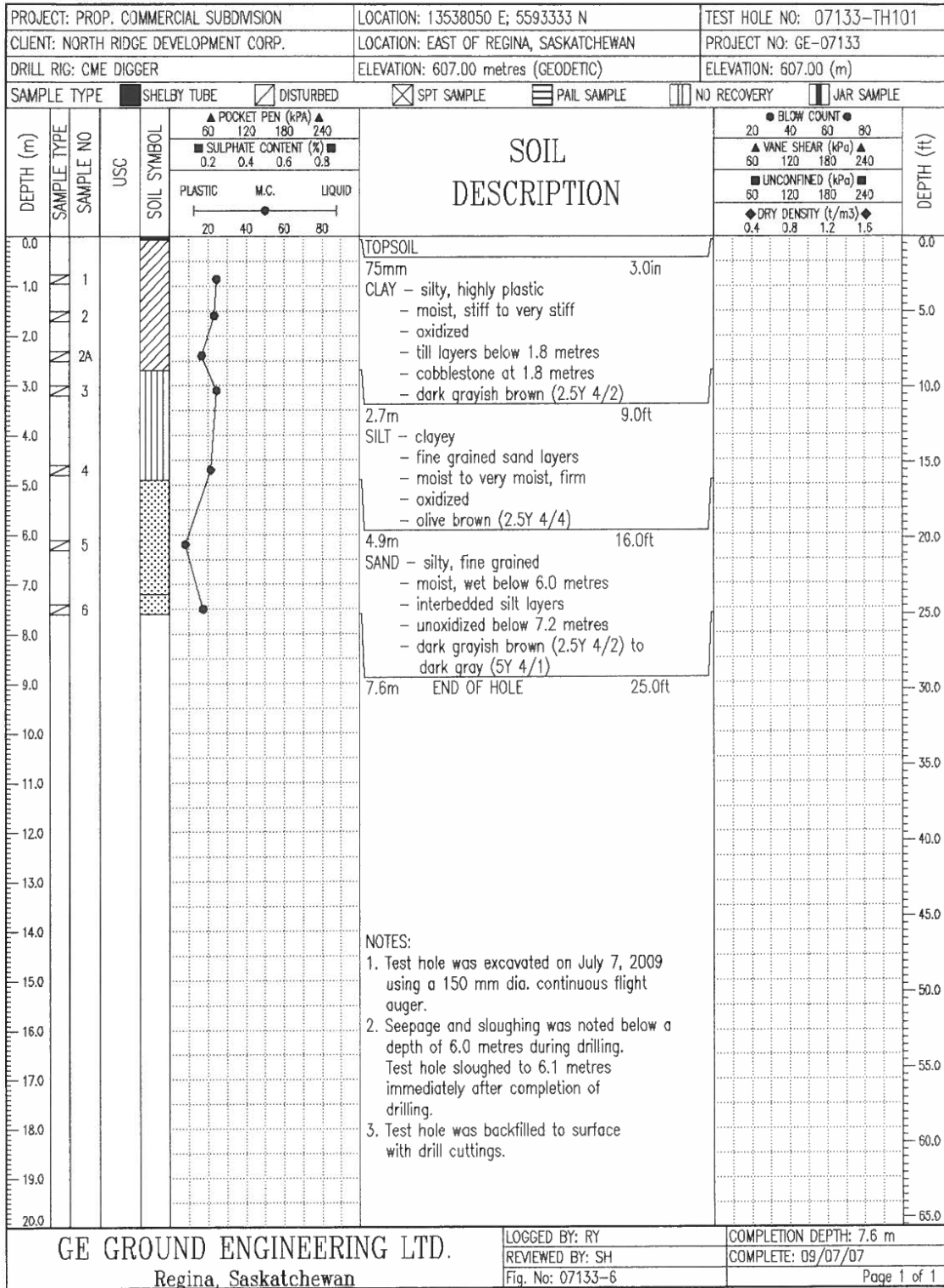
SYMBOLS AND TERMS USED IN THE REPORT								
CLAY	SILT	SAND	GRAVEL	ORGANIC	PEAT	TILL	SHALE	FILL
								
The symbols may be combined to denote various soil combinations, the predominate soil being heavier.								
RELATIVE PROPORTIONS				ASTM CLASSIFICATION BY PARTICLE SIZE				
TERM	RANGE			Boulder	> 300 mm			
Trace	0 - 5%			Cobble	300 mm - 75 mm			
A Little	5 - 15%			Gravel	75 mm - 4.75 mm			
Some	15 - 30%			Sand	coarse 4.75 mm - 2 mm			
With	30 - 50%				medium 2 mm - 425 um			
					fine 425 um - 75 um			
				Silt	75 um - 5 um			
				Clay	< 5 um			
DENSITY OF SANDS AND GRAVELS								
DESCRIPTIVE TERM	RELATIVE DENSITY ¹			N VALUE STANDARD ² PENETRATION TEST				
Very loose	0 - 15%			0 - 4 Blows per 300mm				
Loose	15 - 35%			4 - 10 Blows per 300mm				
Medium Dense	35 - 65%			10 - 30 Blows per 300mm				
Dense	65 - 85%			30 - 50 Blows per 300mm				
Very Dense	85 - 100%			> 50 Blows per 300mm				
CONSISTENCY OF CLAYS AND SILTS								
DESCRIPTIVE TERM	UNDRAINED SHEAR STRENGTH (kPa) (CFEM, 2nd Ed., 1985)	N VALUE STANDARD ² PENETRATION TEST		FIELD IDENTIFICATION (ASTM D 2488-84)				
Very Soft	<12	< 2 Blows per 300mm		Thumb will penetrate soil more than 25 mm				
Soft	12 - 25	2 - 4 Blows per 300mm		Thumb will penetrate soil about 25 mm				
Firm	25 - 50	4 - 8 Blows per 300mm		Thumb will indent soil about 6 mm				
Stiff	50 - 100	8 - 15 Blows per 300mm		Thumb will indent, but only with great effort (CFEM)				
Very Stiff	100 - 200	15 - 30 Blows per 300mm		Readily indented by thumbnail (CFEM)				
Hard	>200	> 30 Blows per 300mm		Thumb will not indent soil but readily indented with thumbnail				
NOTES: 1. Relative Density determined by standard laboratory tests. 2. N Value - Blows/300mm of a 620N hammer falling 762mm on a 50mm O.D. Split Spoon.								
GE GROUND ENGINEERING LTD.								

GE-07133-3

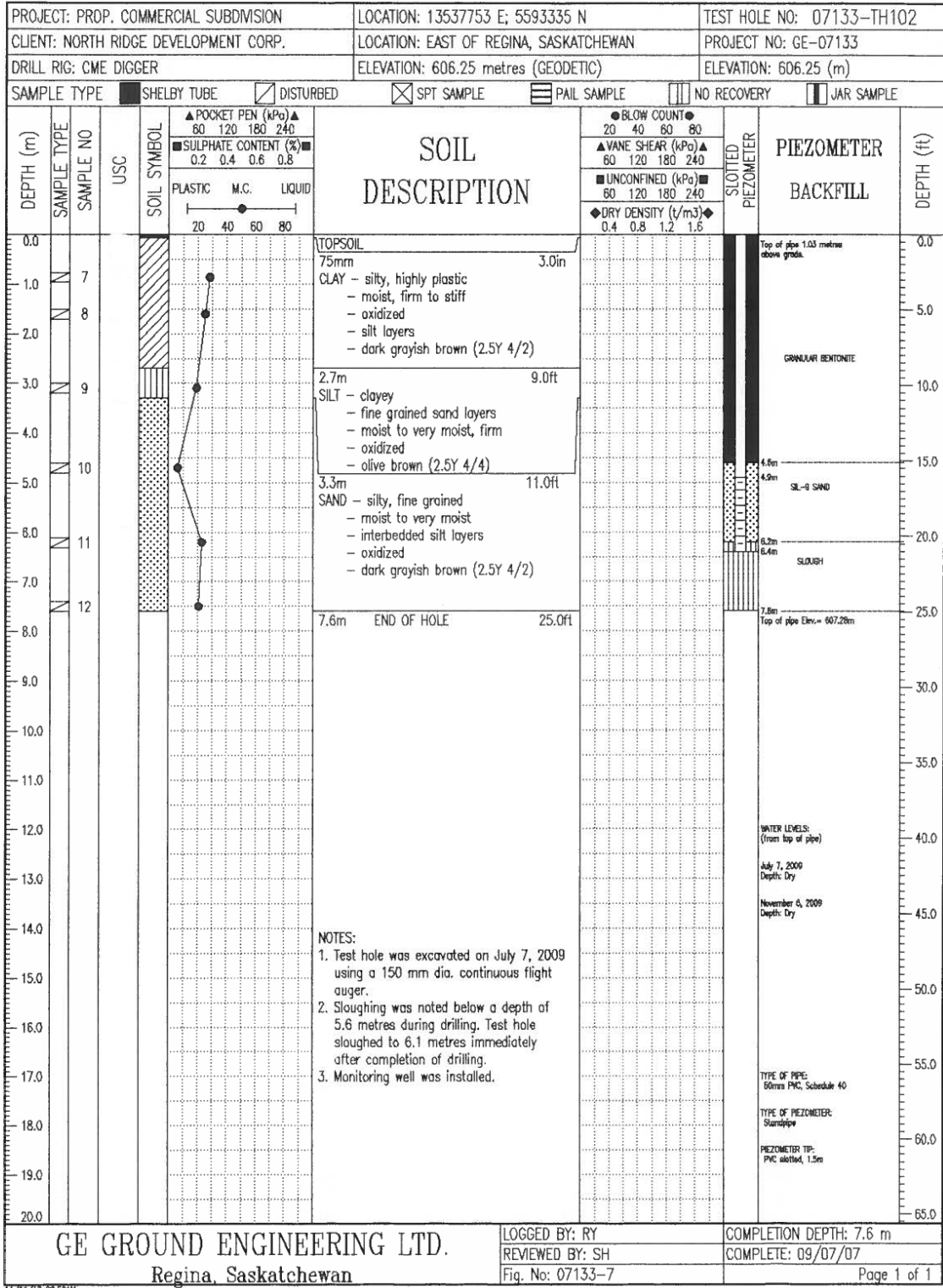
SYMBOLS AND TERMS USED IN THE REPORT (continued)																																																	
GROUNDWATER																																																	
▽	Water level measured in the borings at the time and under the conditions indicated. In sand, the indicated levels can be considered reliable groundwater levels. In clay soil, it is not possible to determine the groundwater level within the normal scope of a test boring investigation, except where lenses or layers of more pervious waterbearing soil are present and then a long period of time may be necessary to reach equilibrium. Therefore, the position of the water level symbol for cohesive or mixed texture soils may not indicate the true level of the groundwater table. The available water level information is given at the bottom of the log sheet.																																																
▽	Water level determined by piezometer installation - In all soils the levels can be considered reliable groundwater levels.																																																
DESCRIPTIVE SOIL TERMS																																																	
WELL GRADED	Having wide range of grain sizes and substantial amounts of all intermediate sizes.																																																
POORLY GRADED	Predominantly of one grain size.																																																
SICKENSIDES	Refers to a clay that has planes that are slick and glossy in appearance; slickensides are caused by shear movements.																																																
SENSITIVE	Exhibiting loss of strength on remolding.																																																
FISSURED	Containing cracks, usually attributable to shrinkage. Fissured clays are sometimes described as having a nuggetty structure.																																																
STRATIFIED	Containing layers of different soil types.																																																
ORGANIC	Containing organic matter; may be decomposed or fibrous.																																																
PEAT	A fibrous mass of organic matter in various stages of decomposition. Generally dark brown to black in color and of spongy consistency.																																																
BEDROCK	Preglacial material.																																																
DRIFT	Material deposited directly by glaciers or glacial melt-water.																																																
ALLUVIAL	Soils that have been deposited from suspension from moving water.																																																
LACUSTRINE	Soils that have been deposited from suspension in fresh water lakes.																																																
<table border="1"> <thead> <tr> <th colspan="2">DRILLING AND SAMPLING TERMS</th> <th colspan="2">LABORATORY TEST SYMBOLS</th> </tr> <tr> <th>SYMBOL</th> <th>DEFINITION</th> <th>SYMBOL</th> <th>DEFINITION</th> </tr> </thead> <tbody> <tr> <td>C.S.</td> <td>Continuous Sampling</td> <td>●</td> <td>Moisture Content - Percent of Dry Weight</td> </tr> <tr> <td>Sy</td> <td>75mm Thin Wall Tube Sample</td> <td>→</td> <td>Plastic and Liquid Limit determined in accordance with ASTM D-423 and D-424</td> </tr> <tr> <td>Sy (2)</td> <td>50mm Thin Wall Tube Sample</td> <td>◆</td> <td>Dry Density - t/m^3</td> </tr> <tr> <td>SPT (SS)</td> <td>50mm O.D. Split Spoon Sample</td> <td>■</td> <td>Shear Strength - As determined by Unconfined Compression Test</td> </tr> <tr> <td><u>BLOWS</u> 300mm</td> <td>"N" Value - Standard Penetration Test</td> <td>▲</td> <td>Shear Strength - As determined by Field Vane</td> </tr> <tr> <td>Bag</td> <td>Disturbed Bag Sample</td> <td>▲</td> <td>Shear Strength - As determined by Pocket Penetrometer Test</td> </tr> <tr> <td>No.</td> <td>Sample Identification Number</td> <td>%SO₄</td> <td>Water Soluable Sulphates - Percent of Dry Weight</td> </tr> <tr> <td>→</td> <td>Piezometer Tip</td> <td>M.A.</td> <td>Grain Size Analysis</td> </tr> <tr> <td>S.I.</td> <td>Slope Indicator</td> <td></td> <td></td> </tr> <tr> <td>SPG →</td> <td>Observed Seepage</td> <td></td> <td></td> </tr> </tbody> </table>		DRILLING AND SAMPLING TERMS		LABORATORY TEST SYMBOLS		SYMBOL	DEFINITION	SYMBOL	DEFINITION	C.S.	Continuous Sampling	●	Moisture Content - Percent of Dry Weight	Sy	75mm Thin Wall Tube Sample	→	Plastic and Liquid Limit determined in accordance with ASTM D-423 and D-424	Sy (2)	50mm Thin Wall Tube Sample	◆	Dry Density - t/m^3	SPT (SS)	50mm O.D. Split Spoon Sample	■	Shear Strength - As determined by Unconfined Compression Test	<u>BLOWS</u> 300mm	"N" Value - Standard Penetration Test	▲	Shear Strength - As determined by Field Vane	Bag	Disturbed Bag Sample	▲	Shear Strength - As determined by Pocket Penetrometer Test	No.	Sample Identification Number	%SO ₄	Water Soluable Sulphates - Percent of Dry Weight	→	Piezometer Tip	M.A.	Grain Size Analysis	S.I.	Slope Indicator			SPG →	Observed Seepage		
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GE-07133-4





10/12/22 04:22PM



GE GROUND ENGINEERING LTD.
Regina, Saskatchewan

LOGGED BY: RY
REVIEWED BY: SH
Fig. No: 07133-7

COMPLETION DEPTH: 7.6 m
COMPLETE: 09/07/07

11/01/13 08:52AM

PROJECT: PROP. COMMERCIAL SUBDIVISION		LOCATION: 13537978 E; 5593009 N		TEST HOLE NO: 07133-TH103	
CLIENT: NORTH RIDGE DEVELOPMENT CORP.		LOCATION: EAST OF REGINA, SASKATCHEWAN		PROJECT NO: GE-07133	
DRILL RIG: CME DIGGER		ELEVATION: 608.20 metres (GEODETTIC)		ELEVATION: 608.20 (m)	
SAMPLE TYPE		<input checked="" type="checkbox"/> SHELBY TUBE <input checked="" type="checkbox"/> DISTURBED <input checked="" type="checkbox"/> SPT SAMPLE <input type="checkbox"/> PAIL SAMPLE <input type="checkbox"/> NO RECOVERY <input type="checkbox"/> JAR SAMPLE			

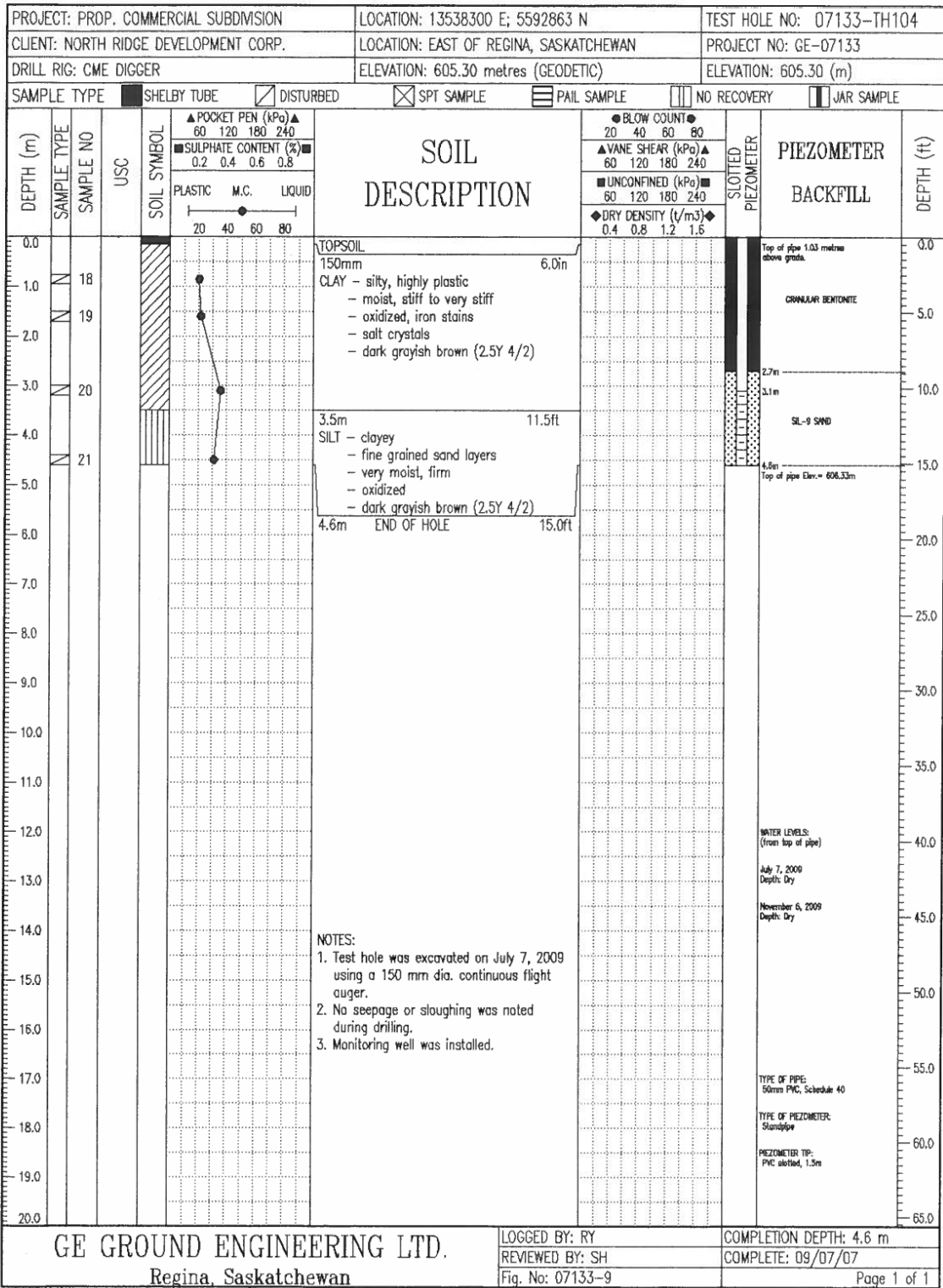
DEPTH (m)	SAMPLE TYPE	SAMPLE NO	USC	SOIL SYMBOL	POCKET PEN (kPa)		SULPHATE CONTENT (%)		PLASTIC		M.C.	LIQUID	SOIL DESCRIPTION		BLOW COUNT		VANE SHEAR (kPa)		UNCONFINED (kPa)		DRY DENSITY (t/m ³)		DEPTH (ft)
					60	120	180	240	0.2	0.4			0.6	0.8	20	40	60	80	60	120	180	240	
0.0													TOPSOIL										0.0
0.0 - 0.1													50mm	2.0in									0.5
0.1 - 6.1		13, 14, 15, 16, 17											SILT - sandy										5.0
													- fine grained sand layers										10.0
													- moist, loose										15.0
													- oxidized										20.0
													- till lense below 0.9 metres										25.0
													- olive brown (2.5Y 4/4)										30.0
1.7m													SAND - silty, fine grained	5.5ft									35.0
													- moist										40.0
													- interbedded silt layers										45.0
													- oxidized										50.0
													- dark grayish brown (2.5Y 4/2)										55.0
6.1m													END OF HOLE	20.0ft									60.0
																							65.0

NOTES:

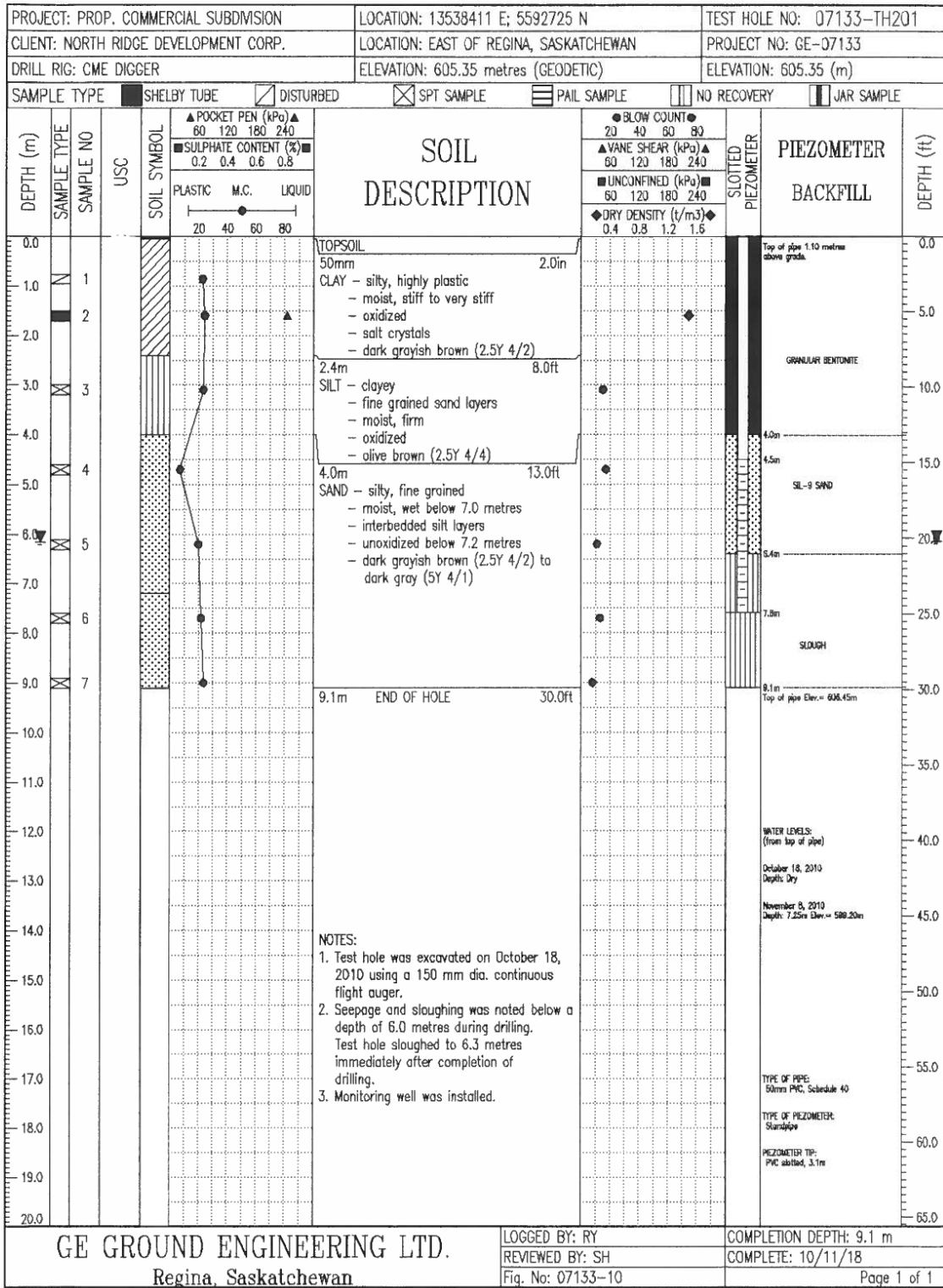
- Test hole was excavated on July 7, 2009 using a 150 mm dia. continuous flight auger.
- Seepage and sloughing was noted below a depth of 5.5 metres during drilling. Test hole sloughed to 5.5 metres immediately after completion of drilling.
- Test hole was backfilled to surface with drill cuttings.

GE GROUND ENGINEERING LTD. Regina, Saskatchewan		LOGGED BY: RY	COMPLETION DEPTH: 6.1 m
		REVIEWED BY: SH	COMPLETE: 09/07/07
		Fig. No: 07133-8	Page 1 of 1

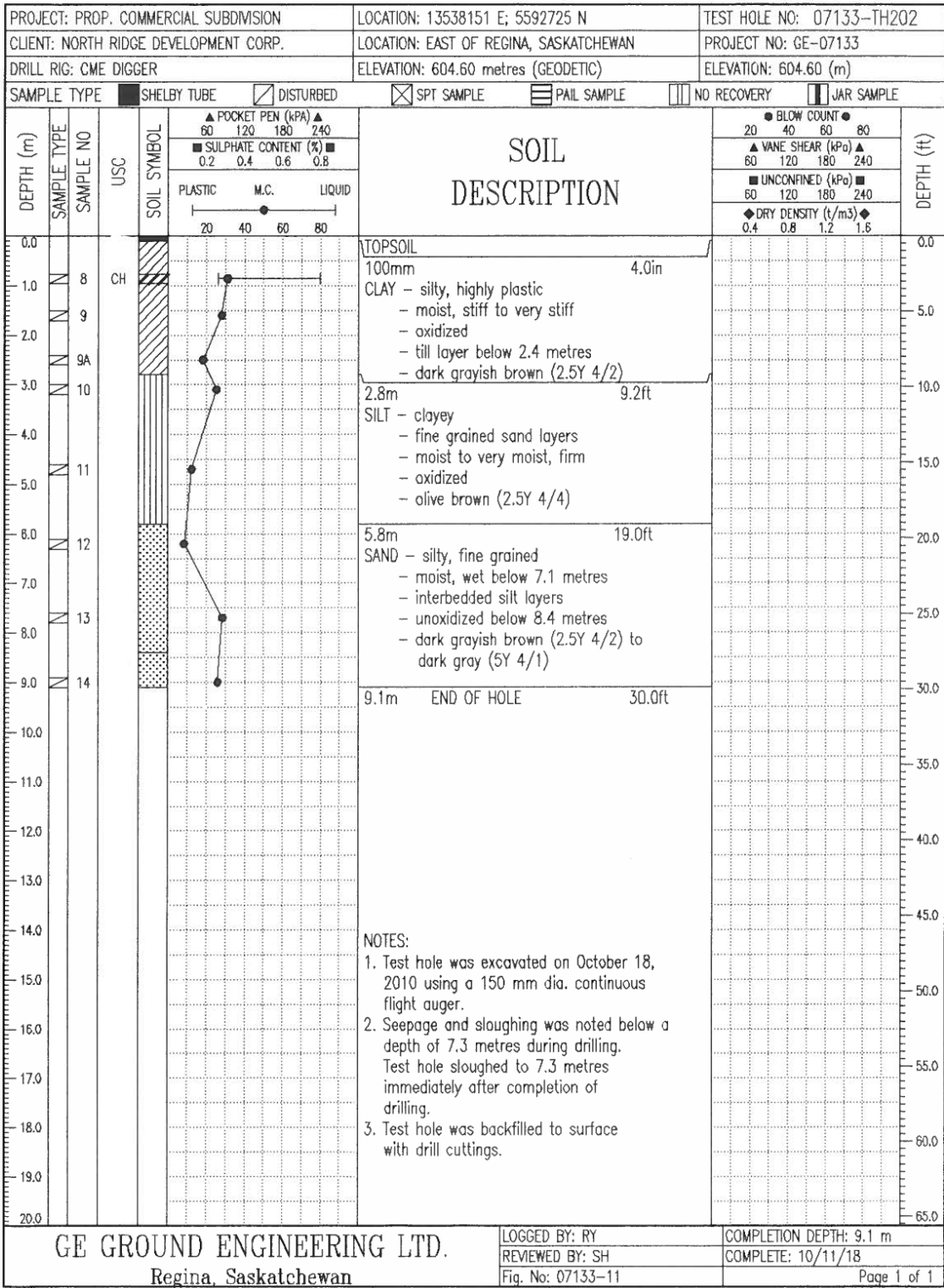
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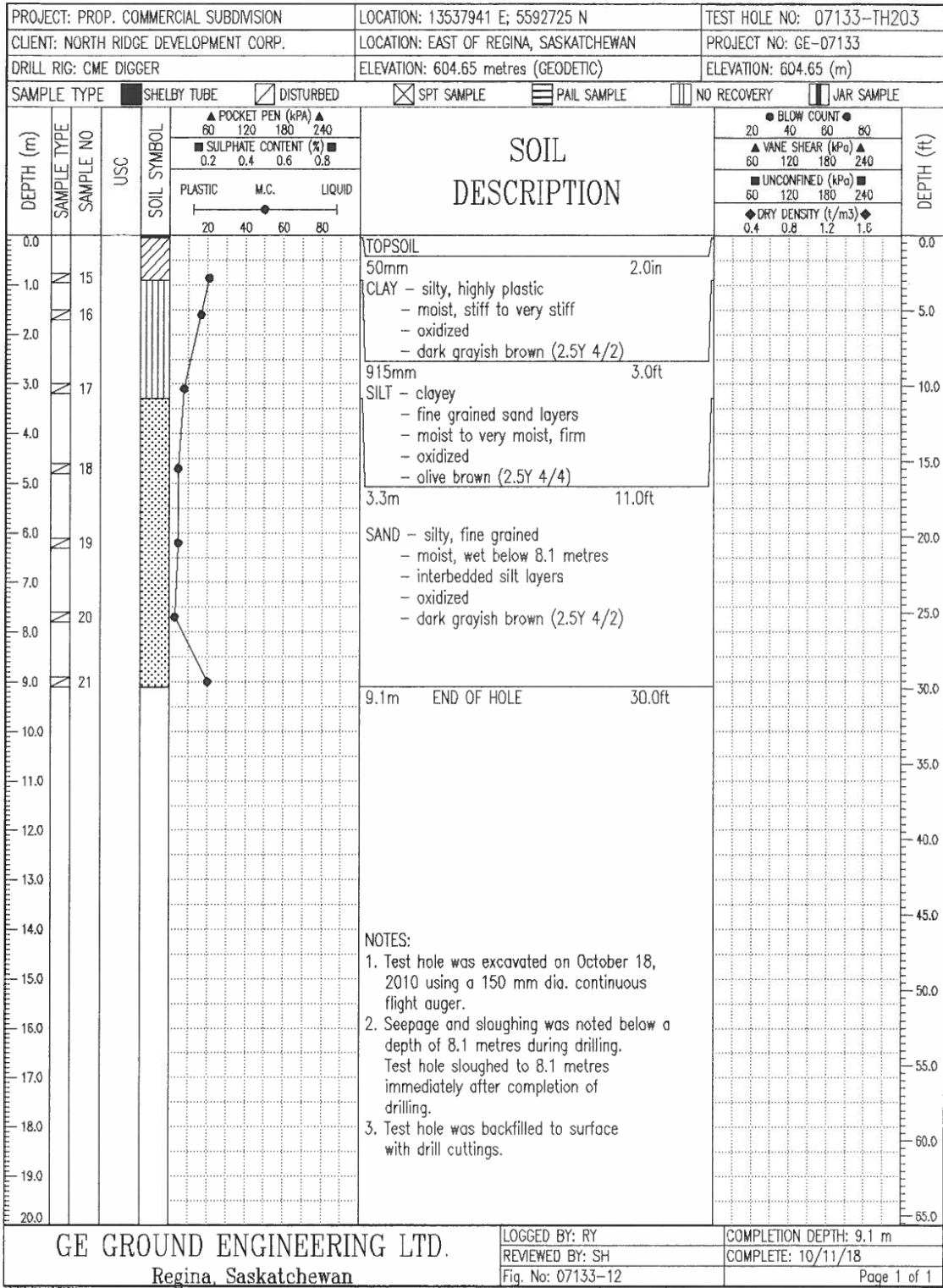
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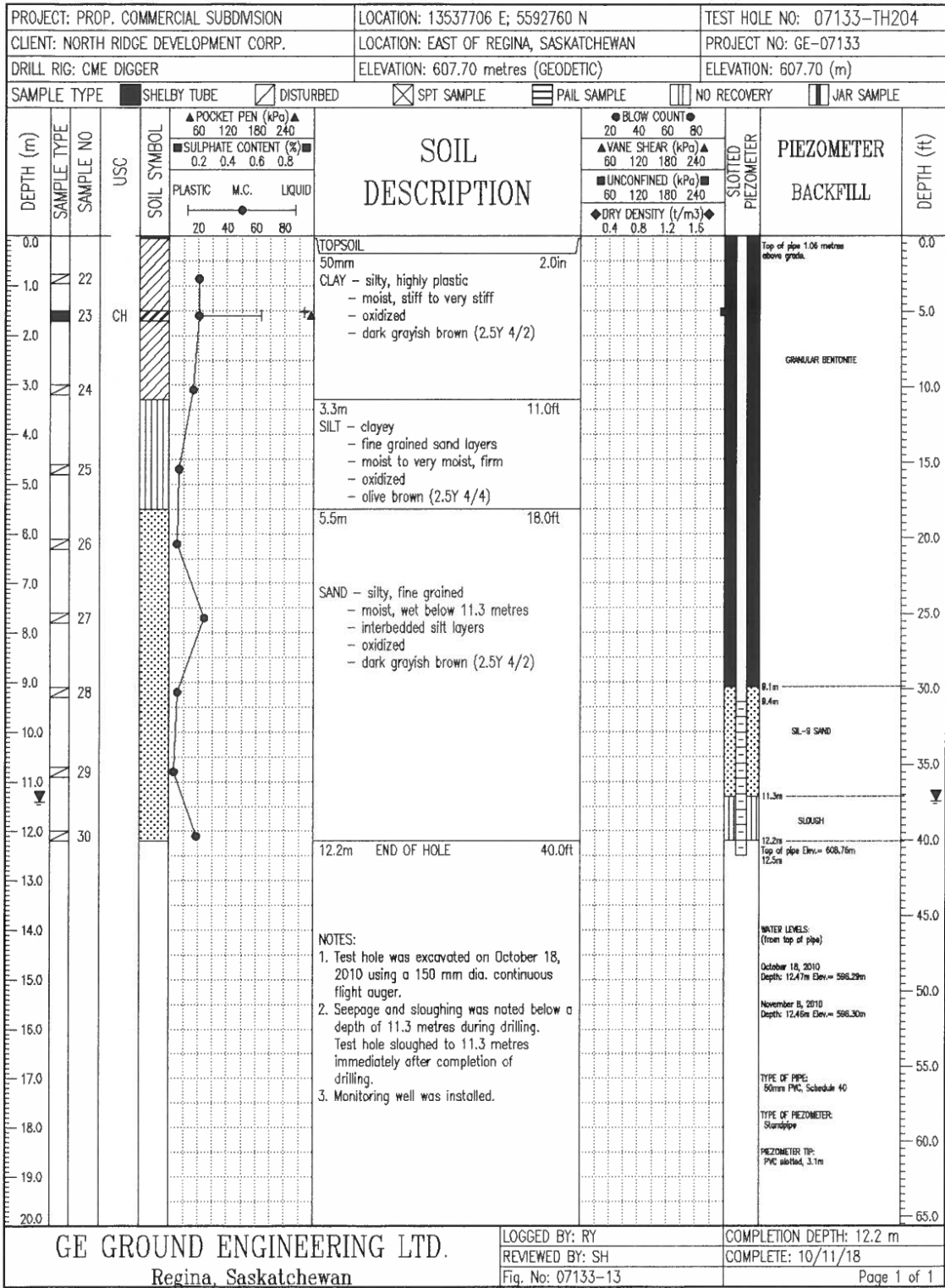


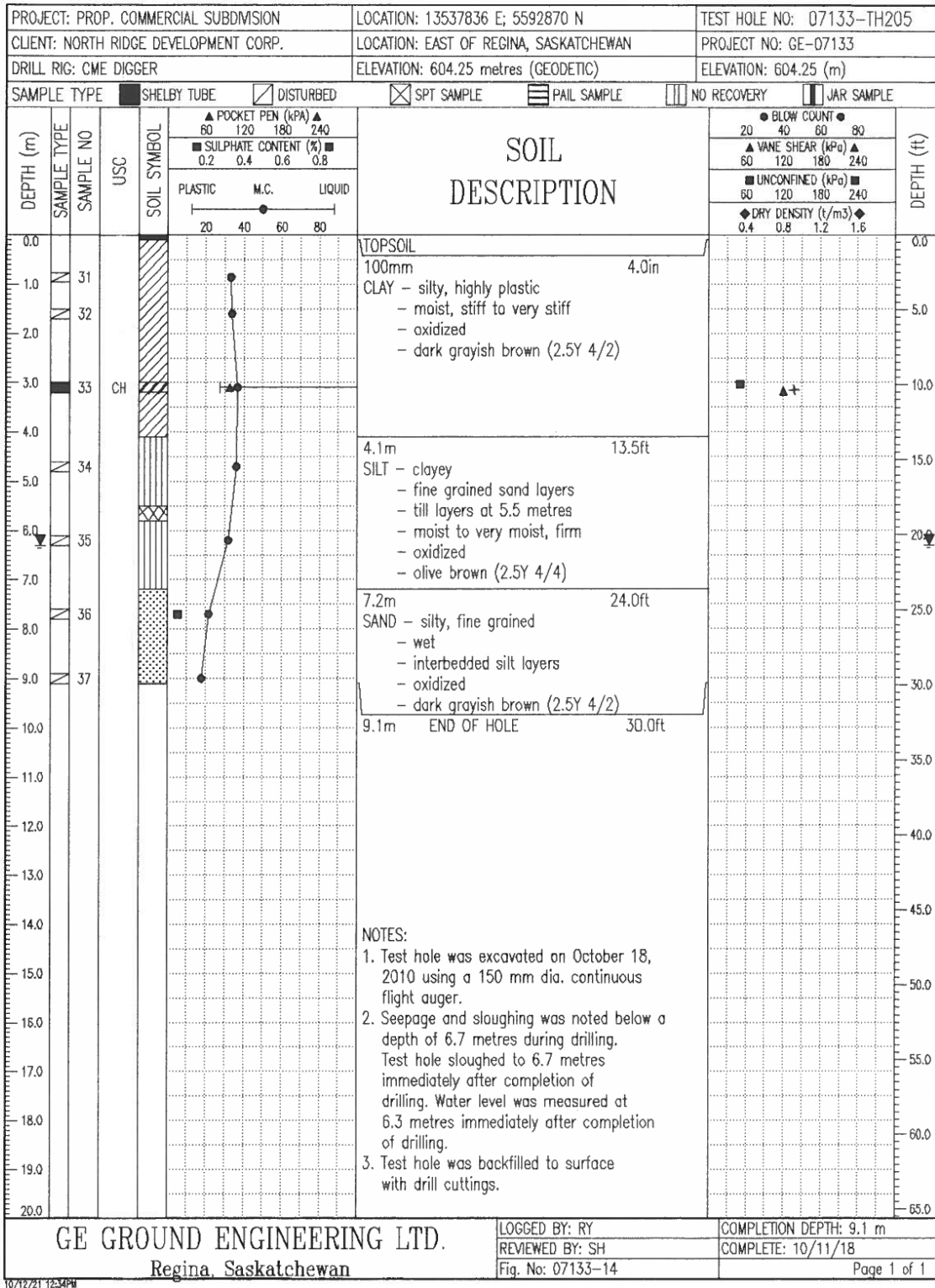
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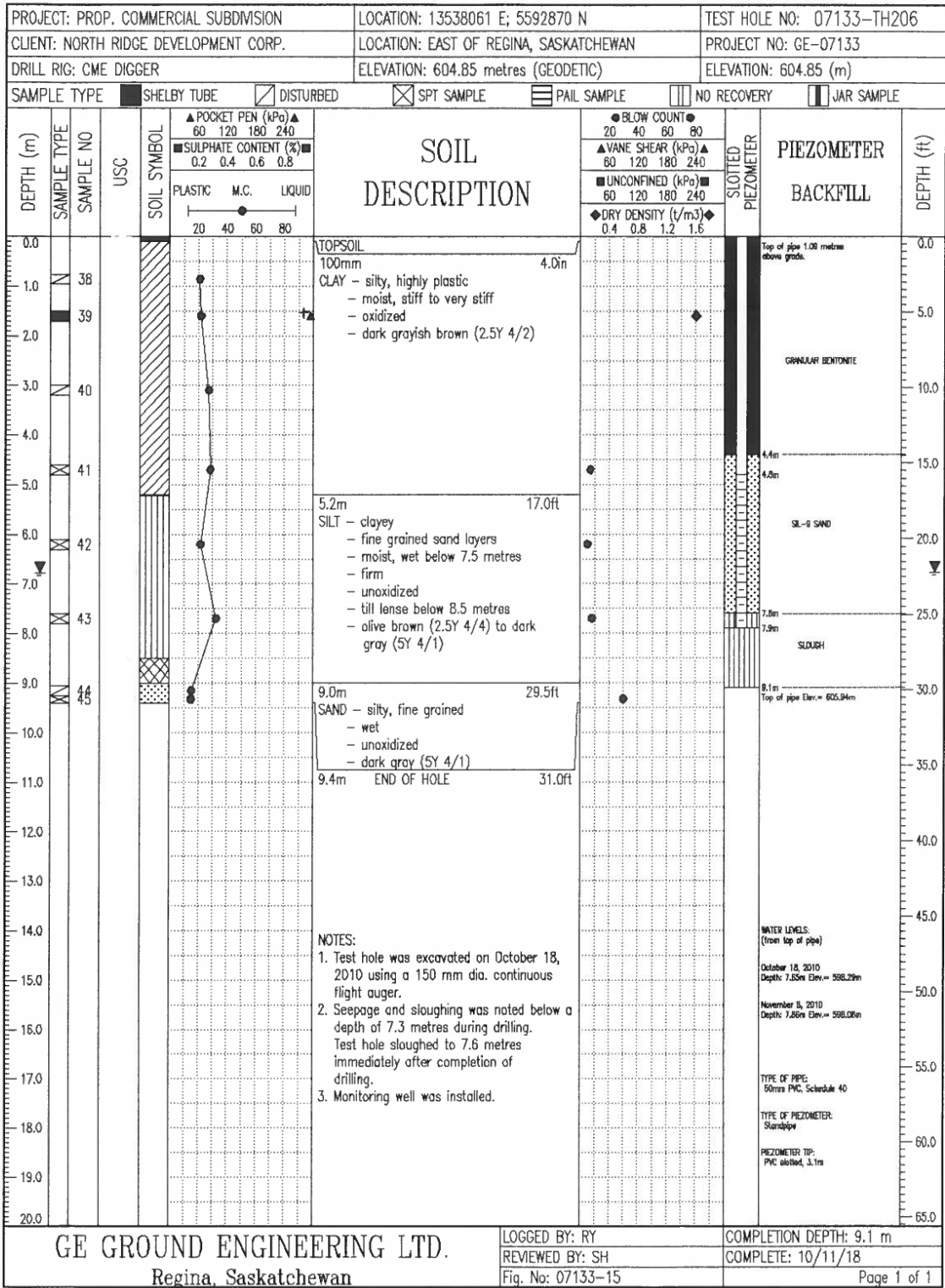
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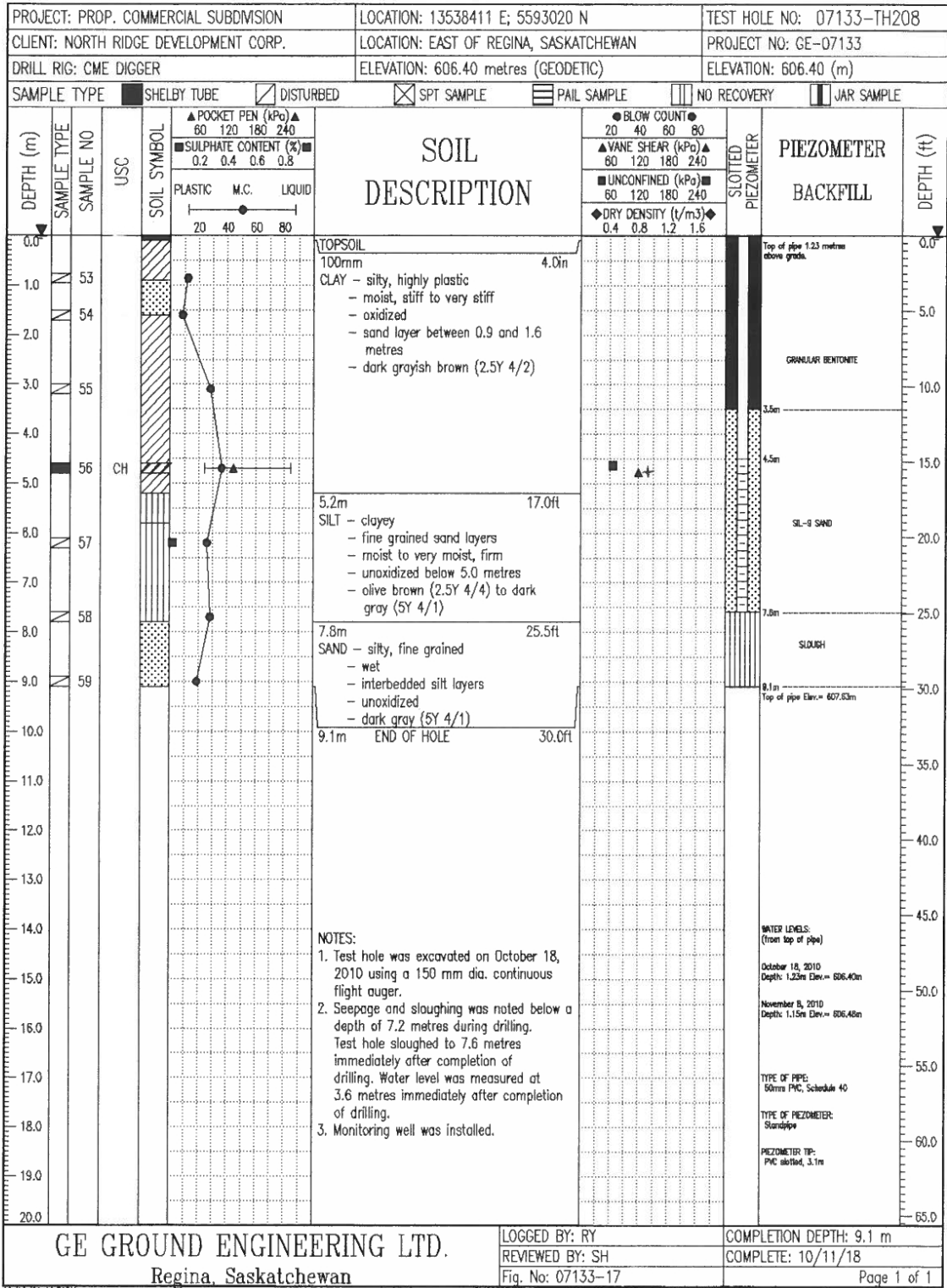
GE GROUND ENGINEERING LTD.
Regina, Saskatchewan

LOGGED BY: RY
REVIEWED BY: SH
Fig. No: 07133-15

COMPLETION DEPTH: 9.1 m
COMPLETE: 10/11/18

Page 1 of 1

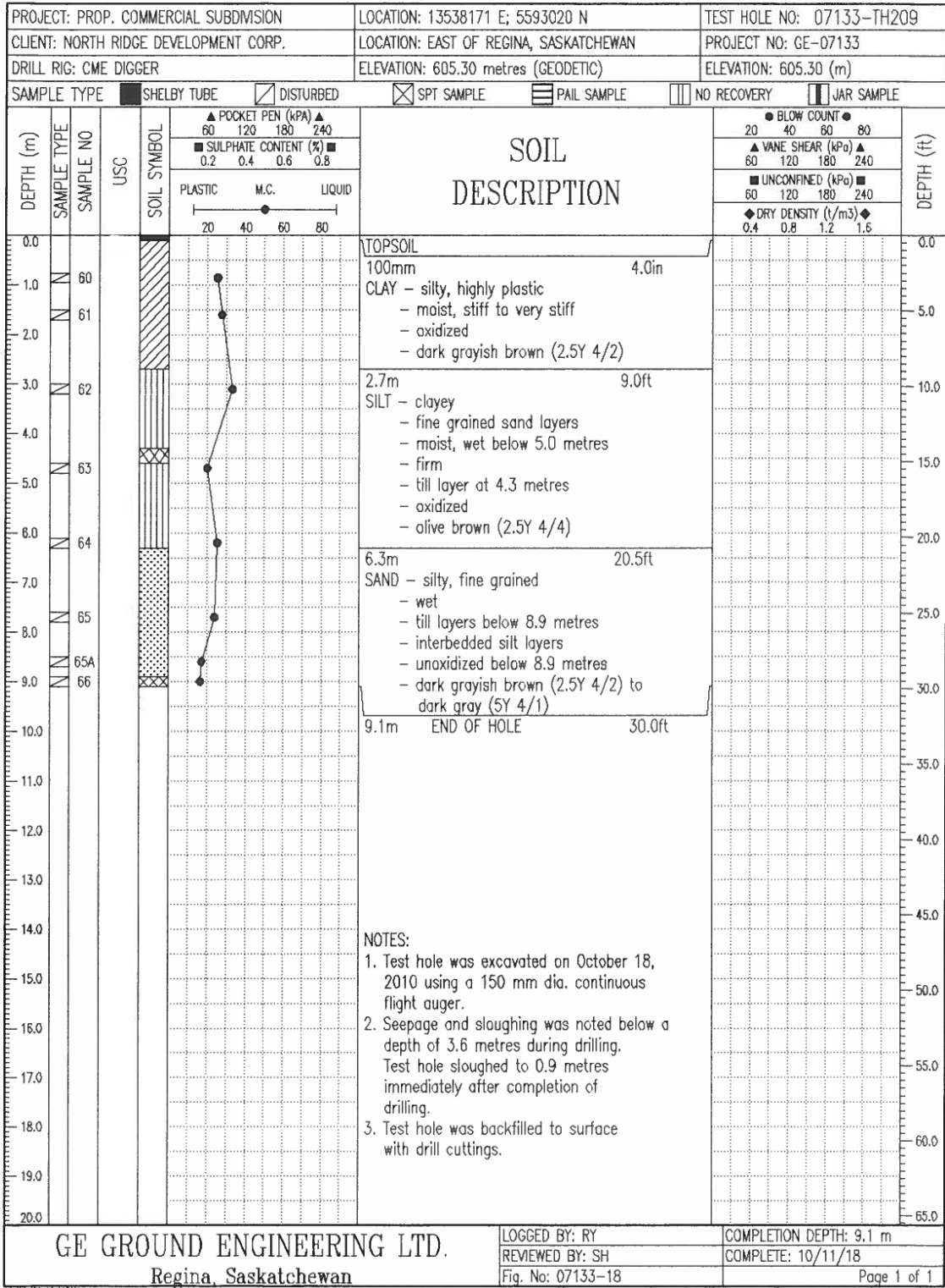
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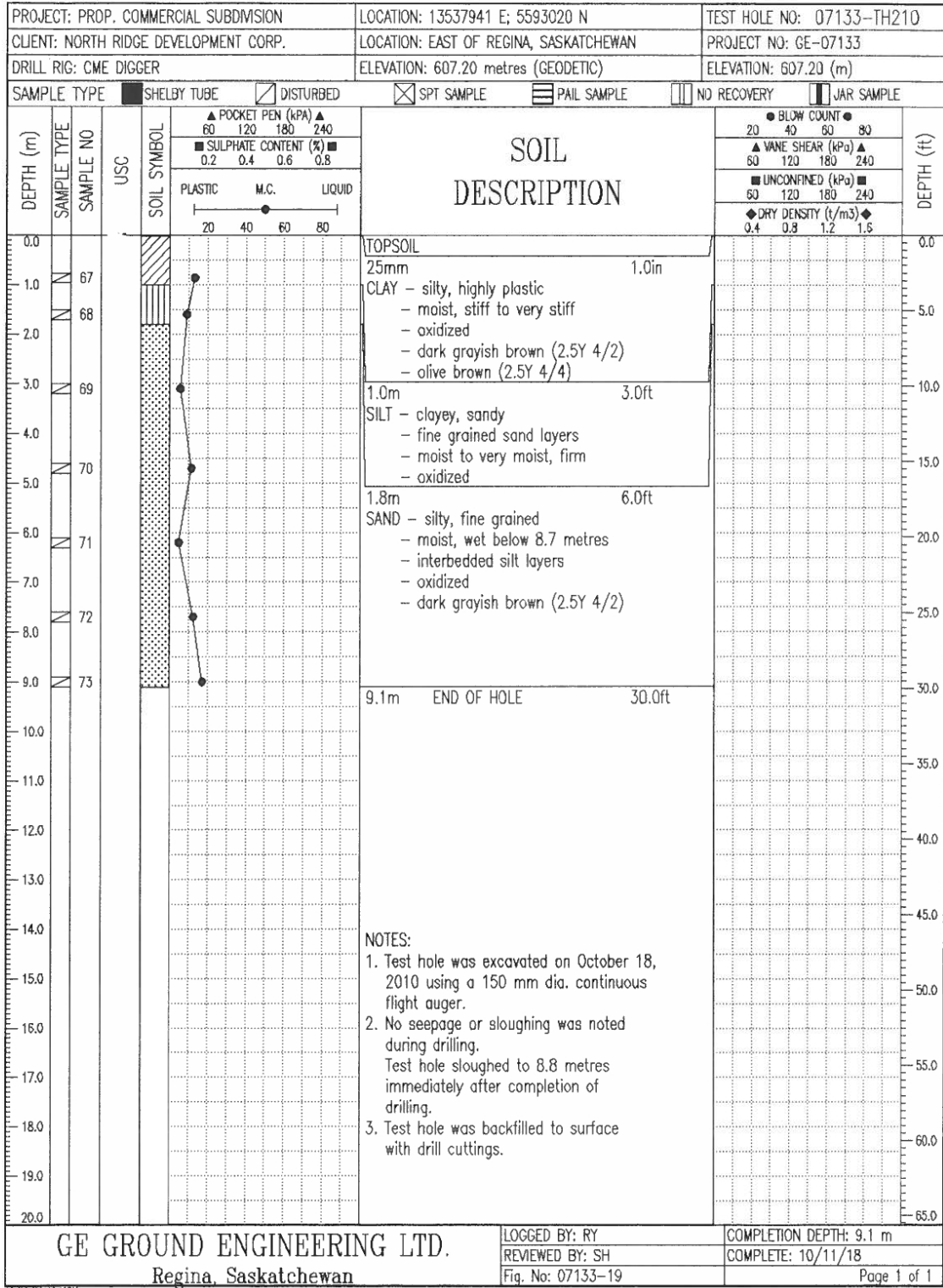


GE GROUND ENGINEERING LTD.
Regina, Saskatchewan

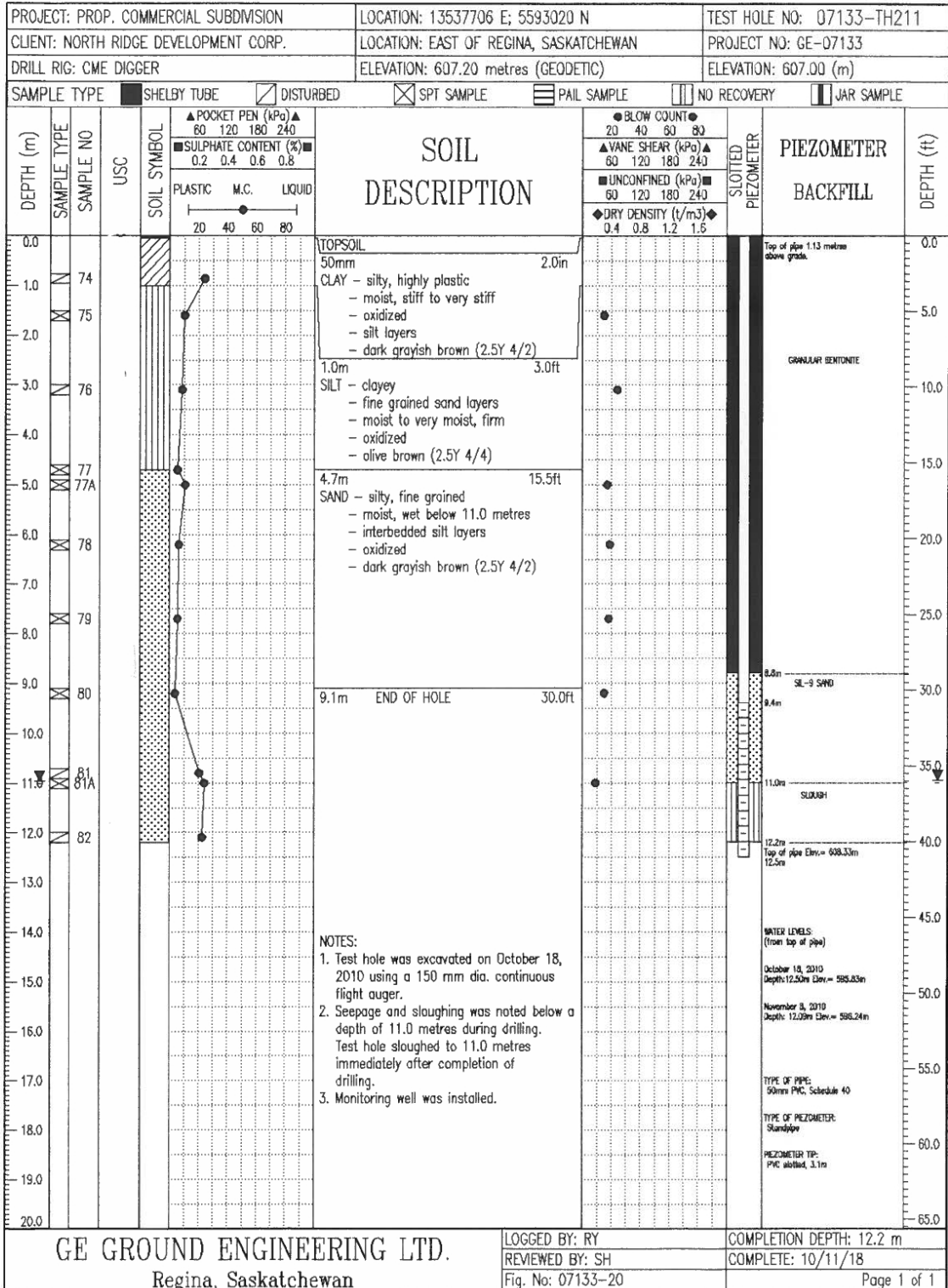
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REVIEWED BY: SH
Fig. No: 07133-17

COMPLETION DEPTH: 9.1 m
COMPLETE: 10/11/18


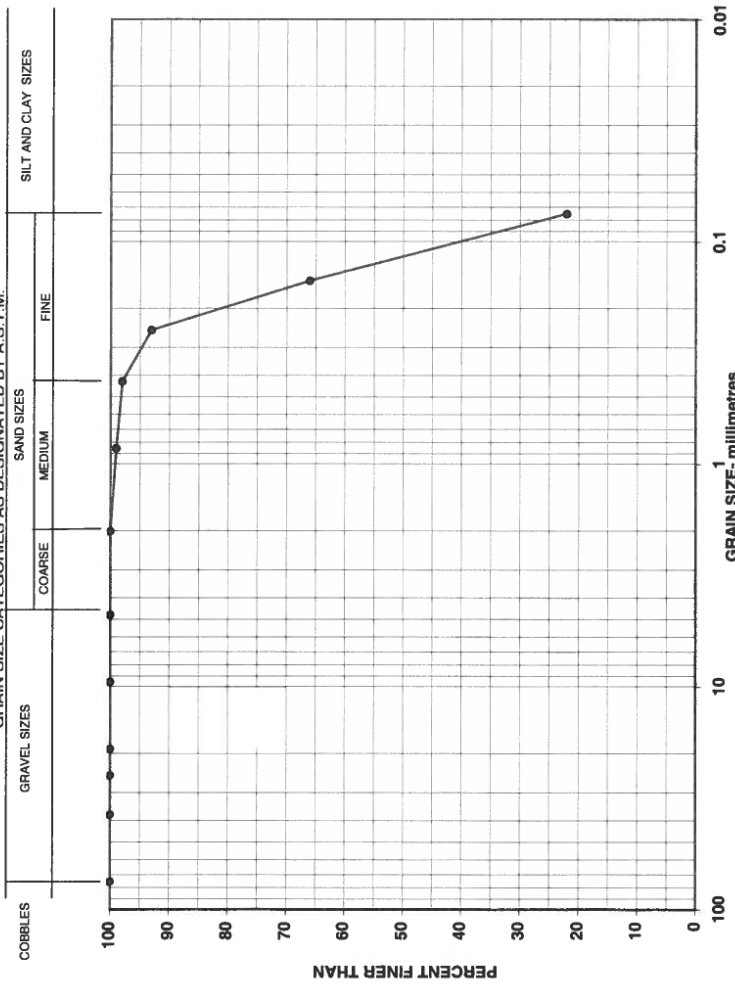



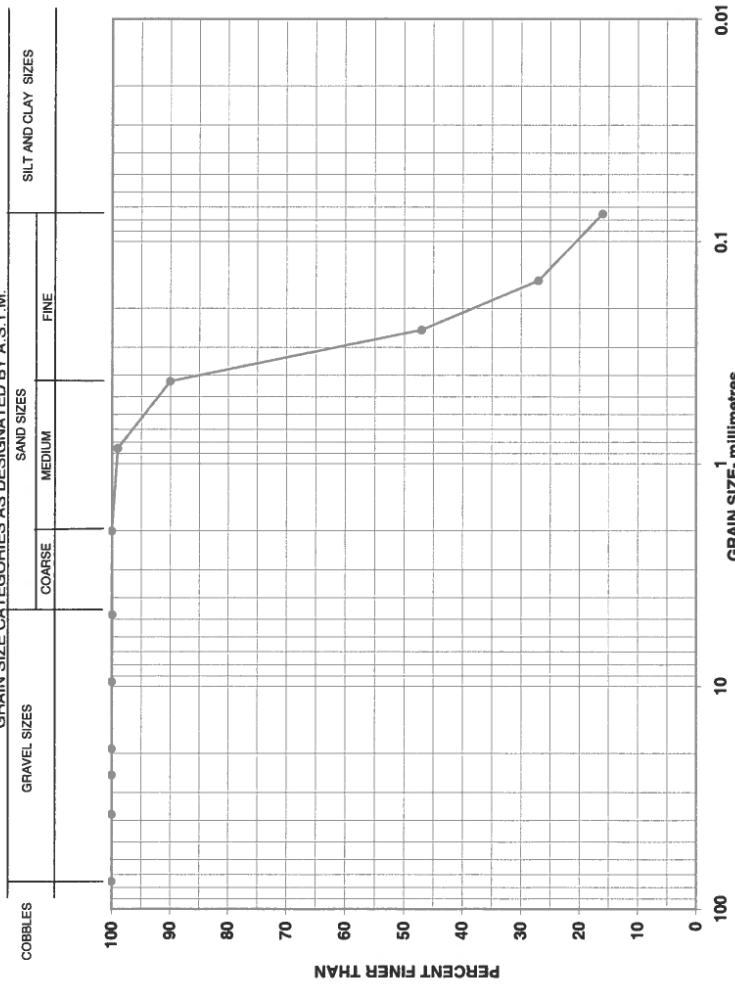


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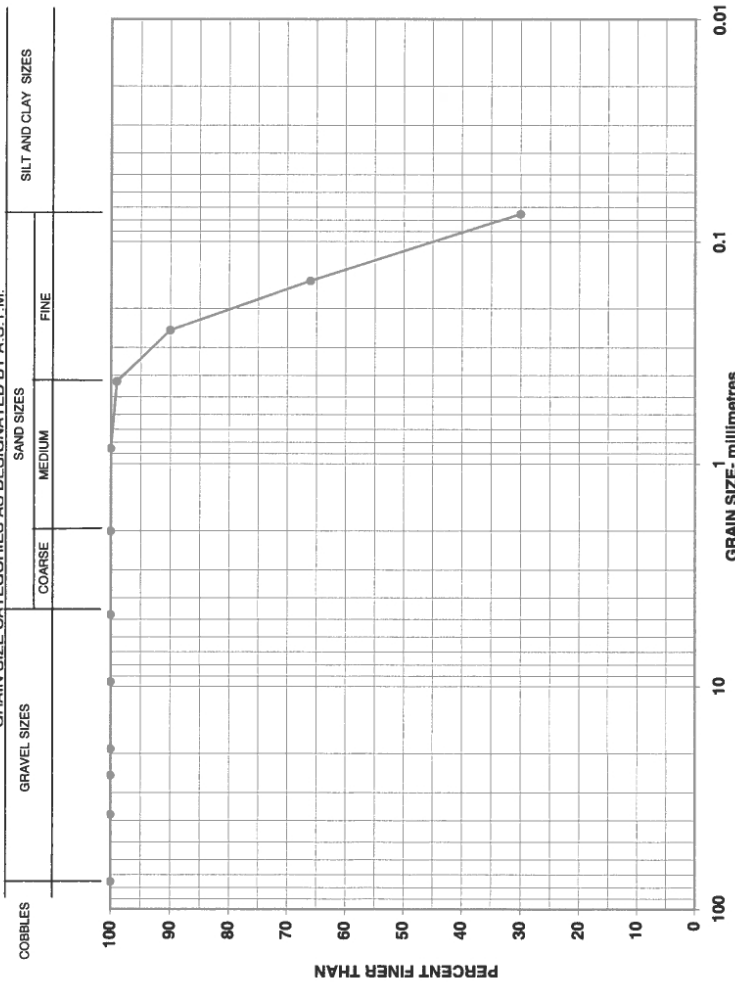


10/12/21 12:42PM

 <p>GE GROUND ENGINEERING CIVIL & GEOTECHNICAL ENGINEERS 410 7th Avenue, Regina, Saskatchewan, Canada S4R 0P7 Telephone: (306) 389-1100; Fax: (306) 389-3877 GRAIN SIZE CURVE (A.S.T.M. C-136, C.S.A. A93.2-2A & 5A)</p>	<p>JOB No: GE-07133 DATE: October 20, 2010 TECH: R. YAREMKO CLIENT: NORTH RIDGE DEVELOPMENT CORPORATION PROJECT: GEOTECHNICAL INVESTIGATION - SUBDIVISION DEVELOPMENT LOCATION: SE-6-18-18-W2 EXT 2, NEAR PILOT BUTTE, SASKATCHEWAN</p>	<p style="text-align: center;">GRAIN SIZE CATEGORIES AS DESIGNATED BY A.S.T.M.</p>  <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>SIZE OF OPENING (mm)</th> <th>SPECIFIED % FINER THAN</th> <th>PERCENT FINER THAN</th> </tr> </thead> <tbody> <tr><td>75.0</td><td></td><td>100</td></tr> <tr><td>37.5</td><td></td><td>100</td></tr> <tr><td>25.0</td><td></td><td>100</td></tr> <tr><td>19.0</td><td></td><td>100</td></tr> <tr><td>9.51</td><td></td><td>100</td></tr> <tr><td>4.75</td><td></td><td>100</td></tr> <tr><td>2.00</td><td></td><td>100</td></tr> <tr><td>0.850</td><td></td><td>99</td></tr> <tr><td>0.425</td><td></td><td>98</td></tr> <tr><td>0.250</td><td></td><td>93</td></tr> <tr><td>0.150</td><td></td><td>66</td></tr> <tr><td>0.075</td><td></td><td>22</td></tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>GRAIN SIZE CATEGORY</th> <th>PARTICLE SIZE RANGE (mm)</th> <th>PERCENT RETAINED</th> </tr> </thead> <tbody> <tr><td>GRAVEL</td><td>75 to 4.75</td><td>0</td></tr> <tr><td>COARSE SAND</td><td>4.75 to 2.0</td><td>0</td></tr> <tr><td>MEDIUM SAND</td><td>2.0 to 0.425</td><td>2</td></tr> <tr><td>FINE SAND</td><td>0.425 to 0.075</td><td>76</td></tr> <tr><td>SILT & CLAY</td><td>< 0.075</td><td>22</td></tr> </tbody> </table>	SIZE OF OPENING (mm)	SPECIFIED % FINER THAN	PERCENT FINER THAN	75.0		100	37.5		100	25.0		100	19.0		100	9.51		100	4.75		100	2.00		100	0.850		99	0.425		98	0.250		93	0.150		66	0.075		22	GRAIN SIZE CATEGORY	PARTICLE SIZE RANGE (mm)	PERCENT RETAINED	GRAVEL	75 to 4.75	0	COARSE SAND	4.75 to 2.0	0	MEDIUM SAND	2.0 to 0.425	2	FINE SAND	0.425 to 0.075	76	SILT & CLAY	< 0.075	22
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<p>SAMPLE DESCRIPTION : SAND, SOME SILT AND CLAY.</p> <p>MATERIAL SUPPLIED BY: _____</p> <p>SAMPLE LOCATION: TEST HOLE 203</p> <p>SAMPLE NUMBER: 18 AT 15' BELOW GRADE DATE SAMPLED : October 18, 2010</p> <p>DISTRIBUTION: _____</p>																																																											
<p>SAMPLED BY : R. YAREMKO OF GE GROUND ENGINEERING LTD.</p> <p style="font-size: small;">WE CERTIFY TESTING PROCEDURES IN ACCORDANCE WITH C.S.A. & A.S.T.M. STANDARDS FOR THAT PORTION OF THE TESTING PERFORMED BY THIS COMPANY GE GROUND ENGINEERING LTD.</p> <p style="text-align: right;">Per: _____ KELLY MAUNDER, A.Sc.T.</p>		<p style="text-align: right;">GE-07133-21</p>																																																									

 <p>GRAIN SIZE CURVE (A.S.T.M. C-136, C.S.A. A93.2-2A & 5A)</p>	<p>JOB No: GE-07133 DATE: October 20, 2010 TECH: R. YAREMKO</p> <p>CLIENT: NORTH RIDGE DEVELOPMENT CORPORATION</p> <p>PROJECT: GEOTECHNICAL INVESTIGATION - SUBDIVISION DEVELOPMENT</p> <p>LOCATION: SE-6-18-18-W2 EXT 2, NEAR PILOT BUTTE, SASKATCHEWAN</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>SIZE OF OPENING (mm)</th> <th>SPECIFIED % FINER THAN</th> <th>PERCENT FINER THAN</th> </tr> </thead> <tbody> <tr><td>75.0</td><td></td><td>100</td></tr> <tr><td>37.5</td><td></td><td>100</td></tr> <tr><td>25.0</td><td></td><td>100</td></tr> <tr><td>19.0</td><td></td><td>100</td></tr> <tr><td>9.51</td><td></td><td>100</td></tr> <tr><td>4.75</td><td></td><td>100</td></tr> <tr><td>2.00</td><td></td><td>100</td></tr> <tr><td>0.850</td><td></td><td>99</td></tr> <tr><td>0.425</td><td></td><td>90</td></tr> <tr><td>0.250</td><td></td><td>47</td></tr> <tr><td>0.150</td><td></td><td>27</td></tr> <tr><td>0.075</td><td></td><td>16</td></tr> </tbody> </table>	SIZE OF OPENING (mm)	SPECIFIED % FINER THAN	PERCENT FINER THAN	75.0		100	37.5		100	25.0		100	19.0		100	9.51		100	4.75		100	2.00		100	0.850		99	0.425		90	0.250		47	0.150		27	0.075		16
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GE-07133-22

 <p>GE GROUND ENGINEERING CIVIL & GEOTECHNICAL ENGINEERS 110 - 7th Avenue, Regina, Saskatchewan, Canada S4R 1P7 (Regina) Tel: (306) 965-3677 Fax: (306) 965-3677 (A.S.T.M. C-136, C.S.A. A93.2-2A & 5A)</p>	<p>JOB No: GE-07133 DATE: October 20, 2010 TECH: R. YAREMKO CLIENT: NORTH RIDGE DEVELOPMENT CORPORATION PROJECT: GEOTECHNICAL INVESTIGATION - SUBDIVISION DEVELOPMENT LOCATION: SE-6-18-18-W2 EXT 2, NEAR PILOT BUTTE, SASKATCHEWAN</p>	<p style="text-align: center;">GRAIN SIZE CURVE GRAIN SIZE CATEGORIES AS DESIGNATED BY A.S.T.M.</p> <div style="display: flex; justify-content: space-around; font-size: small;"> COBBLES GRAVEL SIZES COARSE MEDIUM FINE SILT AND CLAY SIZES </div>  <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>SIZE OF OPENING (mm)</th> <th>SPECIFIED % FINER THAN</th> <th>PERCENT FINER THAN</th> </tr> </thead> <tbody> <tr><td>75.0</td><td></td><td>100</td></tr> <tr><td>37.5</td><td></td><td>100</td></tr> <tr><td>25.0</td><td></td><td>100</td></tr> <tr><td>19.0</td><td></td><td>100</td></tr> <tr><td>9.51</td><td></td><td>100</td></tr> <tr><td>4.75</td><td></td><td>100</td></tr> <tr><td>2.00</td><td></td><td>100</td></tr> <tr><td>0.850</td><td></td><td>100</td></tr> <tr><td>0.425</td><td></td><td>99</td></tr> <tr><td>0.250</td><td></td><td>90</td></tr> <tr><td>0.150</td><td></td><td>66</td></tr> <tr><td>0.075</td><td></td><td>30</td></tr> </tbody> </table> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>GRAIN SIZE CATEGORY</th> <th>PARTICLE SIZE RANGE (mm)</th> <th>PERCENT RETAINED</th> </tr> </thead> <tbody> <tr><td>GRAVEL</td><td>75 to 4.75</td><td>0</td></tr> <tr><td>COARSE SAND</td><td>4.75 to 2.0</td><td>0</td></tr> <tr><td>MEDIUM SAND</td><td>2.0 to 0.425</td><td>1</td></tr> <tr><td>FINE SAND</td><td>0.425 to 0.075</td><td>69</td></tr> <tr><td>SILT & CLAY</td><td>< 0.075</td><td>30</td></tr> </tbody> </table>	SIZE OF OPENING (mm)	SPECIFIED % FINER THAN	PERCENT FINER THAN	75.0		100	37.5		100	25.0		100	19.0		100	9.51		100	4.75		100	2.00		100	0.850		100	0.425		99	0.250		90	0.150		66	0.075		30	GRAIN SIZE CATEGORY	PARTICLE SIZE RANGE (mm)	PERCENT RETAINED	GRAVEL	75 to 4.75	0	COARSE SAND	4.75 to 2.0	0	MEDIUM SAND	2.0 to 0.425	1	FINE SAND	0.425 to 0.075	69	SILT & CLAY	< 0.075	30
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<p>SAMPLE DESCRIPTION : SAND, WITH SILT AND CLAY.</p> <p>MATERIAL SUPPLIED BY: _____</p> <p>SAMPLE LOCATION: TEST HOLE 210</p> <p>SAMPLE NUMBER: 71 AT 20' BELOW GRADE DATE SAMPLED : October 18, 2010</p> <p>DISTRIBUTION: _____</p>																																																											
<p>SAMPLED BY : R. YAREMKO OF GE GROUND ENGINEERING LTD.</p> <p>WE CERTIFY TESTING PROCEDURES IN ACCORDANCE WITH C.S.A. & A.S.T.M. STANDARDS FOR THAT PORTION OF THE TESTING PERFORMED BY THIS COMPANY GE GROUND ENGINEERING LTD.</p> <p>Pfr: _____ KELLY MAUNDER, A.Sc.T.</p>																																																											

GE-07133-23

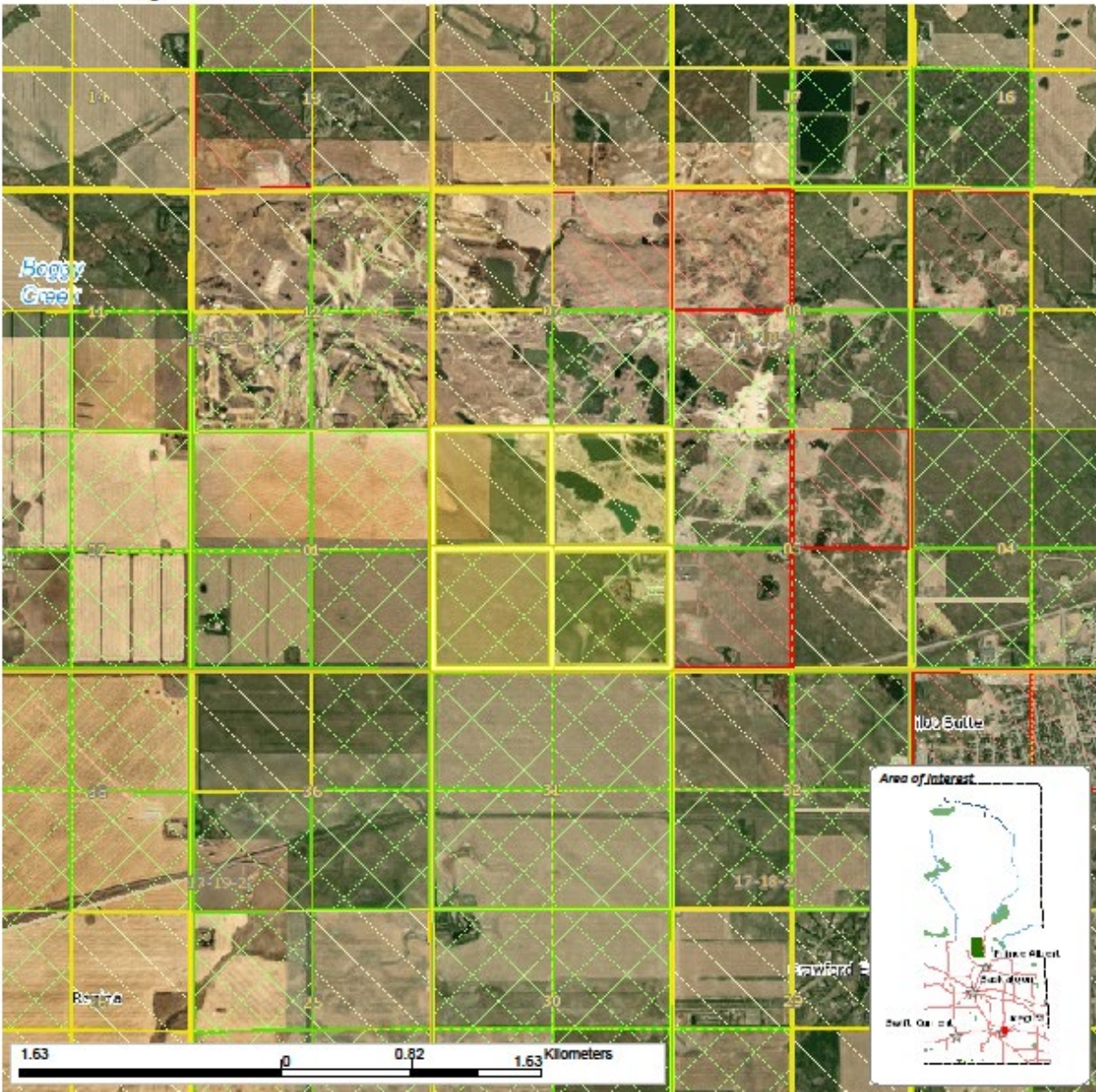
APPENDIX J – HERITAGE SCREENING REPORT

J.1 HERITAGE SCREENING REPORT, OCTOBER 6, 2022 – SE ¼ 6-18-18-W2M

 **Heritage Sensitivity Screening Report**

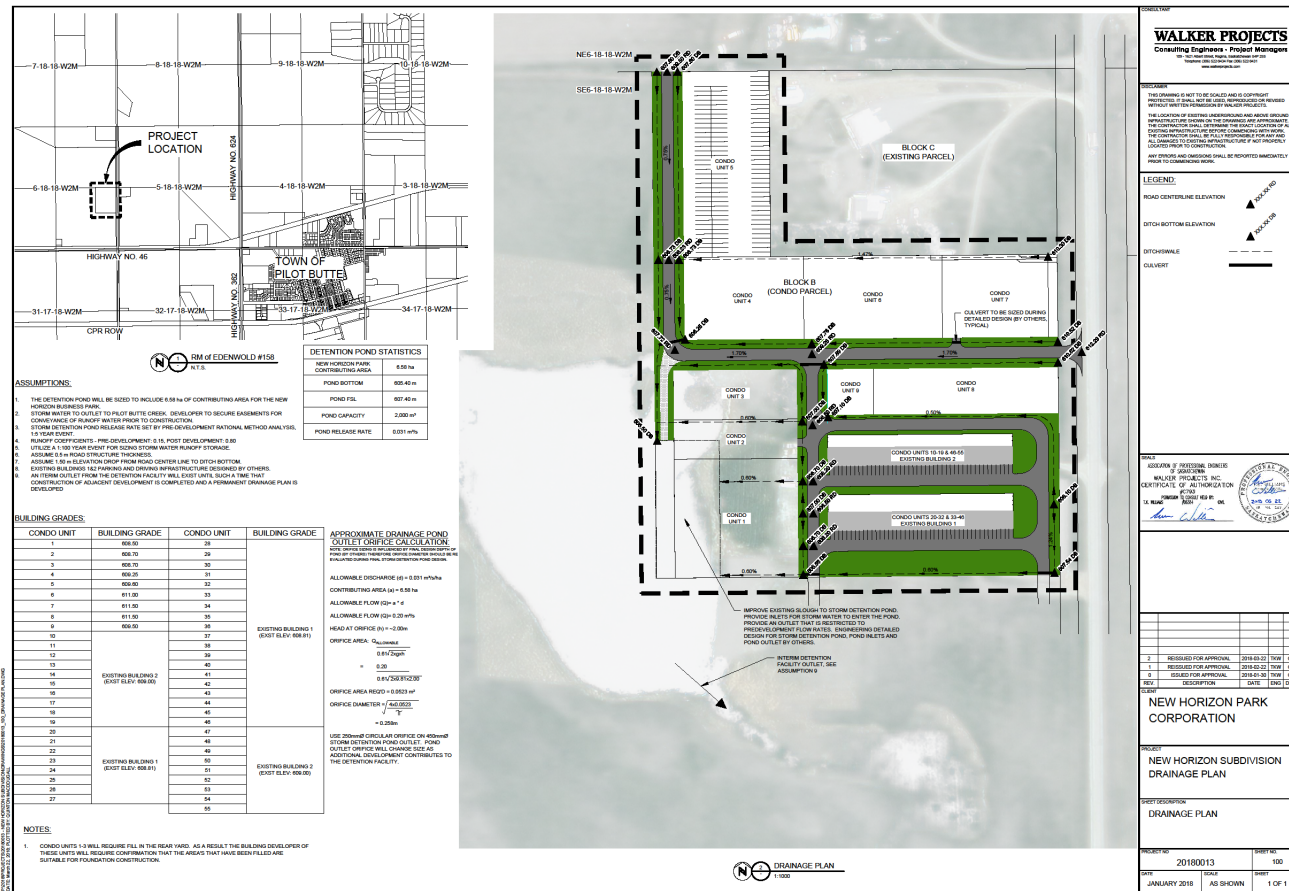
Sensitivity: This selection is **Conditionally Heritage Sensitive**.
This development has heritage clearance only if it is clearly impacting land that has been previously disturbed. If any portion of the project is on undisturbed land, then this project must be submitted to the Heritage Conservation Branch for further review.

Report Generated
Oct/6/2022 11:54 AM

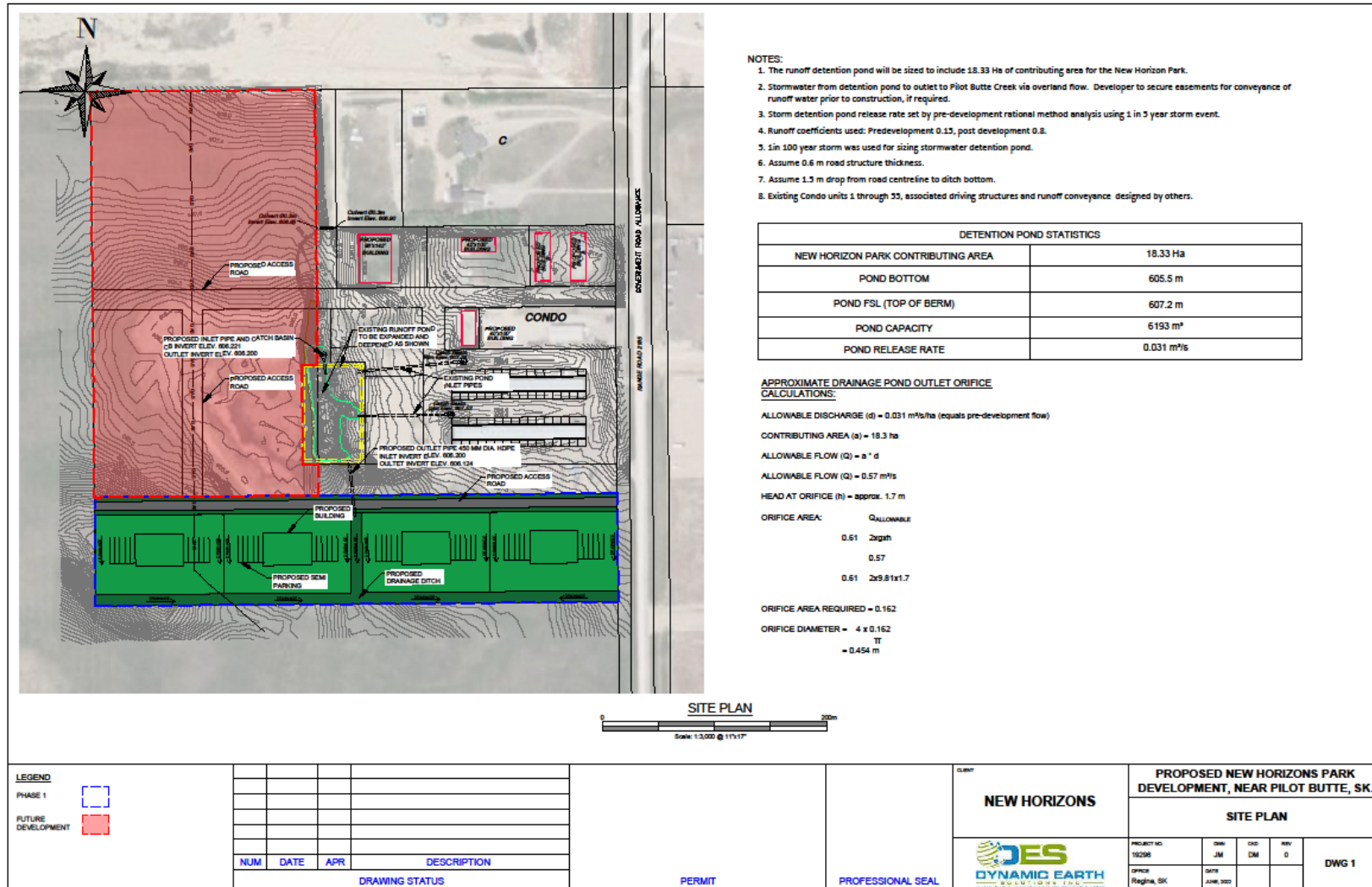


APPENDIX K – DRAINAGE REPORT AND DRAWINGS

K.1 DRAINAGE PLAN – PARCEL B



K.2 DRAINAGE PLAN – PARCELS B AND D



K.3 STORM WATER MANAGEMENT PLAN – REPORT

WALKER PROJECTS

Consulting Engineers · Project Managers

File No: 20180013
Date: 2018 03 22

New Horizon Park Corporation
140 Fairway Road
Emerald Park, SK S4L 1C8
Attention: Allen K Iback

Re: Technical Memorandum
Conceptual Storm Water Management Plan & Release Rate
New Horizon Business Park

1.0 Introduction

A commercial & light industrial development is proposed within SE6-18-18-W2M of the RM of Edenwold. The total area for the proposed development is 6.58ha. Due to the increased potential for runoff, the impact of the runoff generated by this development on landowners downstream, overland drainage routes and the receiving body, Pilot Butte Creek, must be kept to a minimum.

2.0 Analysis and Assumptions

2.1 Assumptions

The analysis calculates the proposed development area and the total contributing area in both pre and post-development conditions.

- Total Proposed Development Area = 6.58 ha (A_{Proposed})
- Run off Coefficient Pre-development = 0.15 (C_{Pre})
- Run off Coefficient Post-development = 0.80 (C_{Post})
- Length of Basin Proposed Development = 408 m (L_{Proposed})
- Average Slope of Basin Proposed Development = 1.15% (S_{Average})
- Rainfall Data Provided by Environment Canada, Regina, SK #4016560
- Storm Water Detention Must Store a 1:100 Post-development Storm Event
- Storm Water Detention Must Release at a 1:5 Pre-development Storm Event

2.2 Analysis

The Rational Method was used to conduct the analysis of the pre and post-development conditions for calculating release rates and storage requirements. The pre-development site condition and a 1:5 year storm event is analyzed for use in calculating the pre-development flow rate, which will set the post-development release rate. The post-

1248 - 1621 Albert Street, Regina, SK S4P 2S5
P. (306) 522-9434 F. (306) 522-2409
www.walkerprojects.com

Technical Memorandum
Conceptual Storm Water Management Plan & Release Rate
New Horizons Business Park

Walker Projects Inc.
February 21, 2018
20180013

development site condition and a 1:100 year storm event is analyzed for use in calculating storm water storage requirements.

- **Time of Concentration:**

$$T_{c(\text{Proposed})} = 0.0195 * L_{(\text{Proposed})}^{0.77} / S_{(\text{Proposed})}^{0.385}$$
$$T_{c(\text{Proposed})} = 0.0195 * 408^{0.77} / .0115^{0.385}$$
$$T_{c(\text{Proposed})} = 11.14 \text{ Minutes} \leftarrow \text{Use 15 Minute Minimum.}$$

- **Rainfall Intensity**

1:5

$$I_{(\text{Proposed})} = a * (T_{c(\text{Proposed})}/60)^b$$
$$I_{(\text{Proposed})} = 28.10 * (15/60)^{-0.698}$$
$$I_{(\text{Proposed})} = 73.95 \text{ mm/hr}$$

1:100

$$I_{(\text{Proposed})} = a * (T_{c(\text{Proposed})}/60)^b$$
$$I_{(\text{Proposed})} = 55.50 * (15/60)^{-0.704}$$
$$I_{(\text{Proposed})} = 147.28 \text{ mm/hr}$$

- **Pre-development Flow Rates:**

$$Q_{1:5 (\text{Proposed})} = C_{\text{Pre}} * I_5 * A_{\text{Proposed}} / 360$$
$$Q_{1:5 (\text{Proposed})} = 0.15 * 73.95 \text{ mm/hr} * 6.58 \text{ ha} / 360$$
$$Q_{1:5 (\text{Proposed})} = 0.20 \text{ m}^3/\text{s}$$

- **Post-development Flow Rates:**

$$Q_{1:100 (\text{Proposed})} = C_{\text{Post}} * I_{100} * A_{\text{Proposed}} / 360$$
$$Q_{1:100 (\text{Proposed})} = 0.80 * 147.28 \text{ mm/hr} * 6.58 \text{ ha} / 360$$
$$Q_{1:100 (\text{Proposed})} = 2.16 \text{ m}^3/\text{s}$$

2.3 Storm Water Storage Pond & Requirements:

The proposed storm water storage pond will be constructed by upgrading an existing localized low area. The pond design has ensured that disturbances to the drainage path downstream of the pond outlet will be minimized as the construction of the pond does not require cutting insitu material within the pond. Rather, existing grades will be maintained and any improvements to create the desired storage volume will be incorporated by earthen embankments (berms).

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The proposed development will manage the 1:100 storm event for 6.58 ha. Pond volume for proposed development:

$$\begin{aligned}\text{Pond Volume} &= (T_{c(\text{Proposed})}/60) * (Q_{1:100(\text{Proposed})} - Q_{1:5(\text{Proposed})}) \\ \text{Pond Volume} &= 15/60 * (2.16 \text{ m}^3/\text{s} - 0.20 \text{ m}^3/\text{s}) \\ \text{Pond Volume} &= 2,000 \text{ m}^3 (1757 \text{ m}^3)\end{aligned}$$

- **Release Rate & Outlet:**

The release rate for the detention pond was calculated using the Rational Method for a 1:5 year storm event. The flow rate was divided by the area of the development, resulting in a release rate of 0.031 m³/s/ha.

$$\begin{aligned}\text{Release Rate} &= Q_{1:5(\text{Proposed})} / A_{\text{Proposed}} \\ \text{Release Rate} &= 0.20 \text{ m}^3/\text{s} / 6.58 \text{ ha} \\ \text{Release Rate} &= 0.031 \text{ m}^3/\text{s}/\text{ha}\end{aligned}$$

The outlet of the detention pond will be restricted to ensure that the release rate remains at the expected pre-development rates. The outlet will be constructed of a buried pipe, appropriate erosion protection and a restriction to ensure the outlet is not exceeding the calculated release rate.

3.0 Expected Impacts to Downstream Stakeholders

Based on the understanding of the project and the analysis, the impact to the existing overland drainage route will be minimized to construction of the detention facility and its outlet. No construction works will be undertaken downstream of the detention pond outlet.

Downstream users will not be impacted by the peak runoff generated in the new development as the design restricts the runoff water to a pre-development condition preserving the existing peak flows of the drainage path and receiving water body, Pilot Butte Creek. It should be noted that while the peak flows will remain unaltered, the duration that flows can be expected to be seen along the drainage path and through Pilot Butte Creek will increase as the total volume of water passing through will increase.

4.0 Conclusion

Based on the results of the analysis, the storm water management plan proposed for the New Horizon Park development will provide adequate storage for runoff water generated by the development. The impacts to downstream users will be minimized as the additional runoff generated by this development will be managed on site and released at a rate that equals the pre-development condition. Additionally, the construction of the detention facility and the outlet

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New Horizons Business Park

Walker Projects Inc.
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will not have an adverse effect on the existing overland drainage path as the pond elevations and outlet match the existing site topography.

We trust you will find this matter in order.

Yours truly,

WALKER PROJECTS INC.



Quinton MacDougall
Designer

QM/qm

Enclosure:

New Horizon Park Drainage Plan

K.4 WSA – EXEMPTION FROM APPROVAL

10/13/22, 10:35 AM

Gmail - FW: New Horizon Park - Drainage



Ashley Beaton <beatonplanning@gmail.com>

FW: New Horizon Park - Drainage
1 message

Allen B Kilback <allen.kilback@nhgoc.com>
To: Ashley Beaton <beatonplanning@gmail.com>

Wed, Oct 12, 2022 at 5:44 PM

FYI

From: Dwayne Siba <Dwayne.Siba@wsask.ca>
Date: Monday, April 11, 2022 at 11:04 AM
To: Project Management <81@nhgoc.com>
Cc: Allen B Kilback <allen.kilback@nhgoc.com>, Duncan Spenst <Duncan.Spenst@wsask.ca>
Subject: RE: New Horizon Park - Drainage

Good Morning Maria,

Based on the attached technical report, we understand that you propose to have retention on site to hold a 1:100 event and have proposed to release at the 1:5 pre-development rate. The impacts from runoff from the development would remain as close to natural as possible while still allowing the project to move forward. We also understand that no drainage works will be constructed downstream of the retention pond and the downstream channel will remain in a natural state. Water Security Agency will not require a drainage approval for this development as runoff impacts will be mitigated and no drainage works will be constructed.

Should you have any questions please let me know. Thanks.

Dwayne Siba - ASCI
Senior Advisor
4019 - 110 56th Ave
Weyburn SK S4H 2Z6
Ph: 306.86.1331 Fax: 306.86.48.2256
www.wsa.gov.sk.ca



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From: Project Management <81@nhgoc.com>
Sent: Friday, April 8, 2022 3:22 PM
To: Dwayne Siba <Dwayne.Siba@wsask.ca>
Cc: Allen B Kilback <allen.kilback@nhgoc.com>
Subject: New Horizon Park - Drainage
Importance: High

CAUTION: External to WSA. Verify sender and exercise caution opening links and attachments.

10/13/22, 10:35 AM

Gmail - FW: New Horizon Park - Drainage

Good Afternoon Dwayne.

I would like to follow-up on our request below.

We are looking for you to confirm per your conversation with Allen Kilback a few weeks ago that an easement for the drainage channel from the site to the nearest adequate drainage is NOT REQUIRED.

You may refer to Section 3.2 of the Service Agreement with the RM of Edenwold attached below.

Regards,

Maria Obispo



From: Allen Kilback <allen.kilback@nhgoc.com>
Date: Friday, March 25, 2022 at 5:15 PM
To: "dwayne.siba@wsask.ca" <dwayne.siba@wsask.ca>
Cc: Project Management <81@nhgoc.com>
Subject: New Horizon Park - Drainge

Good afternoon Dwayne,

Attached is our drainage plan for our original development and the additional 30 acres adjoining.

Also attached is our service agreement with the RM of Edenwold.

Review 3.2 This is the item. and we are looking to find a positive solution.

Thanks

Allen Kilback

NHGOC | CEO & Owner

306-541-7838

<https://mail.google.com/mail/u/0/?ik=9069dd2100&view=pt&search=all&permthid=thread-f%3A1746527374937158629&simpl=msg-f%3A1746527374937158629> 2/4

10/13/22, 10:35 AM

Gmail - FW: New Horizon Park - Drainage

R.M. of Edenwold No.158 and New Horizon Park Incorporated

1.4. The laws of the Province of Saskatchewan shall govern all of the terms of this Development Agreement.

2. GENERAL

- 2.1. The **Municipality** retains the right to hire an additional engineering firm should the **Municipality** be dissatisfied with the opinion/services provided by the **Developer's Engineer** and if consensus cannot be reached regarding the requirements outlined in this Development Agreement within a reasonable time period.
- 2.2. The subdivision services, including design, construction, and installation, shall be approved by the **Municipal Engineer**. The **Municipal Engineer** or **Municipality** shall have access to inspect the installation of all services during the required stages of development. All design drawings, plans, and specifications shall be certified by a professional engineer and shall carry the seal of a professional engineer.
- (a) Under no circumstances shall the **Developer** commence construction before the execution of this Development Agreement and receipt of all approvals. All permits must be obtained and paid in full, prior to commencing construction.
- 2.3. The **Developer** hereby agrees to carry out the construction work for on and off-site services with minimal environmental impacts.

3. DRAINAGE AND EROSION PROTECTION

- 3.1. The **Developer** has provided the **Municipality** with a **Detailed Drainage Plan** and is attached as **Schedule B** and shall be provided by the Developer for approval by the Water Security Agency, *prior to commencing construction*.
- 3.2. As advised by the **Water Security Agency**, easements may be required for the drainage channel from the site to the nearest adequate drainage outlet. The drainage outlet must be shown on the **Drainage Plan** in **Schedule B**. The **Developer** shall be responsible for obtaining the required easements by a deadline of March 1, 2022.
- 3.3. The **Developer** is responsible for obtaining the topographic data from a Saskatchewan Land Surveyor (SLS) of the improvements completed on the pond to detail the constructed works and confirm the storage capacity is provided as detailed in the Schedule B documents. The confirmation survey and capacity analysis must be provided to the Municipal Engineer by a deadline of November 30, 2021.
- 3.4. The Developer is responsible for all corrective measures required to the pond in order to be in compliance with the approved Master Drainage Plan by a deadline of December 22, 2021.



10/13/22, 10:35 AM

Gmail - FW: New Horizon Park - Drainage



<https://mail.google.com/mail/u/0/?ik=9069dd2100&view=pt&search=all&permthid=thread-f%3A1746527374937158629&simpl=msg-f%3A1746527374937158629> 3/4

APPENDIX L – AQUIFIER PROTECTION PLAN

L.1 AQUIFIER PROTECTION PLAN-CONDO PLAN

GROUND ENGINEERING CONSULTANTS LTD.

CIVIL & GEOENVIRONMENTAL ENGINEERS
415 - 7TH AVENUE · REGINA · SASKATCHEWAN · S4N 4P1
Tel: (306) 569-9075 FAX: (306) 565-3677 Email: groundeng@myaccess.ca

FILE: GE-14105

February 6, 2023

New Horizon Park Corp.
Box 558
PILOT BUTTE, Saskatchewan
S0G 3Z0

ATTENTION: MR. ALLEN KILBACK

Dear Sir:

**SUBJECT: AQUIFER PROTECTION PLAN
NEW HORIZON BUSINESS PARK – PHASE I
CONDO PLAN 102285378
SE-6-18-18-W2
R.M. OF EDENWOLD, SASKATCHEWAN**

The above captioned property is developed with an industrial subdivision which consists of a total of 8 buildings. Development of the subdivision commenced in 2017. Our Company conducted a geotechnical investigation at the subject property in 2018 at which time it was determined that the property is underlain by a surficial layer of highly plastic clay followed by silt and sand. The groundwater table was located at depths ranging from 3 to 5 metres below grade at the time of the investigation.

The subject property is located within the High Sensitivity Aquifer zone as identified in the R.M. of Edenwold Official Community Plan (Map 12, Appendix A). The OCP requires that an Aquifer Protection Plan be implemented to limit potential contamination of the aquifer.

The following recommendations and comments are provided to limit the potential impact the development may have on the underlying aquifer:

- 1 Imported fill material which is required to grade the property shall consist of highly plastic clay or clay till obtained from a pre-approved borrow source. Random fill from various sources shall not be permitted. Importing of the fill shall be monitored. All fill shall be placed in lifts which are compacted and graded to provide effective drainage.

A MEMBER FIRM OF THE ASSOCIATION OF CONSULTING ENGINEERING COMPANIES - SASKATCHEWAN

· SOIL MECHANICS AND FOUNDATION CONSULTANTS · SITE INVESTIGATIONS · FOUNDATION DESIGN · SPECIFICATIONS · CONSTRUCTION SUPERVISION · INSPECTION AND LABORATORY TESTING SERVICES · SOILS · CONCRETE · ASPHALT · PAVEMENT DESIGN AND EVALUATION · SLOPE STABILITY · REPORTS · SEEPAGE CONTROL BARRIERS FOR MUNICIPAL AND INDUSTRIAL WASTE CONTAINMENT · ENVIRONMENTAL SITE ASSESSMENTS

FILE: GE-14105

2

February 6, 2023

- .2 Trenches for site services may be backfilled with the excavated soil which is placed in lifts which are compacted. The upper 1.5 metres of trench backfill shall consist of highly plastic clay or clay till.
- .3 The transportation, storage, handling and use of Contaminants of Potential Concern (COPC) on the property shall comply with all applicable regulations. All COPC shall be stored in such a manner as to allow for visual confirmation that there have been no spills or leaks. Any spills or leaks shall be promptly addressed. Storage of COPC shall not occur over bare ground. COPC shall be stored within a secondary containment system to contain potential spills. An annual site inspection shall be conducted to evaluate the storage, handling and use of COPC.

Based on the nature of the current development and the mitigative measures outlined above, the contaminant risk to the underlying aquifer will be satisfactorily managed.

We trust that this letter is satisfactory for your purposes. If you have any questions, please contact this office.

Yours very truly
Ground Engineering Consultants Ltd.

Steven
Harty,
P.Eng.

Steve Harty, P. Eng.

Digitally signed by Steven
Harty, P.Eng.
DN: cn=Steven Harty, P.Eng.,
o=Ground Engineering
Consultants Ltd., ou,
email=g.roudenh@myaccess.c
a, c=C
Date: 2023.02.06 16:57:27
+00'00'

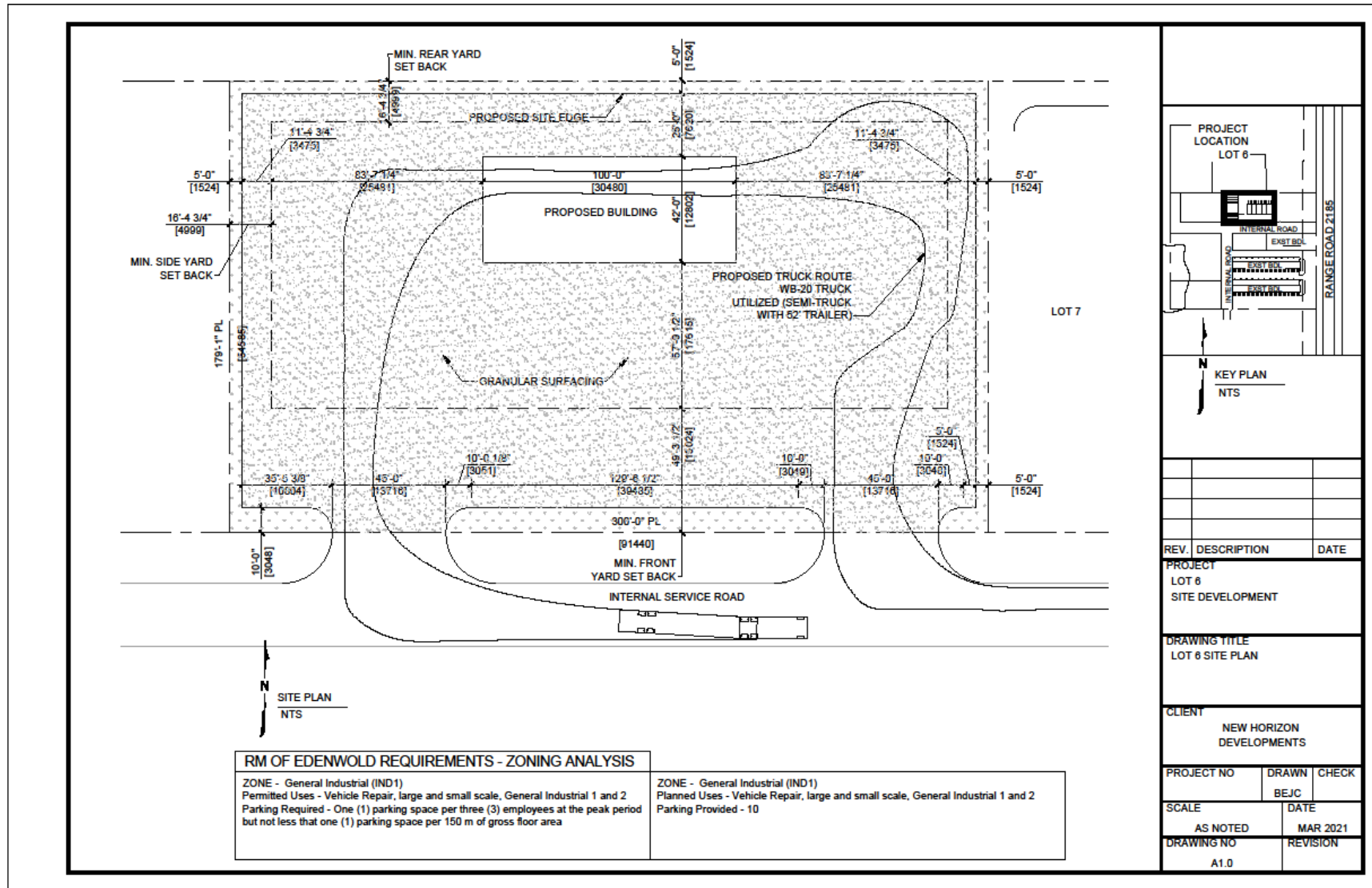


SH:cf
Distribution: New Horizon Park Corp. (1 PDF copy)
SH972 Office (1 copy)

GROUND ENGINEERING CONSULTANTS LTD.

APPENDIX M – EXAMPLE TRAFFIC FLOW

M.1 TRAFFIC MOVEMENT -UNIT-6



APPENDIX N – APPROVAL TO OPERATE WORKS

N.1 APPROVAL TO OPERATE WORKS



Approval to Operate Works

File: E3/5074

Issued Pursuant to *The Water Security Agency Act* for the Operation of Ground Water Works.

Approval No. E3/5074 issued on December 16, 2015

NEW HORIZON PARK INC. of EMERALD PARK, SASKATCHEWAN

hereinafter called the proponent, is hereby granted Approval to Operate Works in accordance with this Approval subject to the conditions and restrictions contained in *The Water Security Agency Act* and the regulations under that Act, each as amended or replaced from time to time.

A. Description of Ground Water Works

Well: PW1-2014 - Approximately 15 m of 127 mm diameter PVC casing, 1.5 m of 127 mm diameter stainless steel screens, and equipped with a submersible pump.

Pipeline: Approximately 230 m of 50.8 mm diameter HDPE pipe connecting Well PW1-2014 to the commercial building as per Plan E3/5074-1.

B. Project Information

Source of Supply: Glacial Deposits

Point of Diversion: SE 6-18-18 W2M (Blk/Par B Plan 101924726)

Point of Delivery: SE 6-18-18 W2M (Blk/Par B Plan 101924726)

Purpose: Municipal (Commercial Facility)

Maximum Rate of Diversion: 0.9 litres per second (12 lpm)

This Approval does not negate the proponent's responsibility to comply with the requirements of any other relevant municipal, provincial and/or federal legislation.

This Approval issued and recorded at Moose Jaw, Saskatchewan is subject to the conditions listed on the following page(s).


for Water Security Agency

Page 1 of 2
Revised 30/05/2013

RCI-106

Conditions (E3/5074)

General Conditions

1. This Approval is subject to cancellation, alteration or suspension on written notice pursuant to Section 69 of *The Water Security Agency Act* and the regulations under that Act.
2. In the event that the Water Security Agency determines that the effects of the project deviate significantly from those predicted in the studies which were the basis of the grant of the original or amended approval, and where it is in the public interest, the Water Security Agency may cancel this Approval pursuant to Section 70 of *The Water Security Agency Act*.
3. The Water Security Agency reserves the right to restrict the diversion of water under this Approval due to shortage or pressing necessity.
4. The terms and conditions of and the rights and obligations under this Approval are binding on any person who at any time subsequent to the registration of the notice pursuant to Section 64 of *The Water Security Agency Act*, maintains or assumes ownership of or legal interest in the lands with respect to which the notice is registered. *The Water Security Agency Act* applies to any such person in the same manner as if he/she were the person to whom the Approval was originally issued.
5. No change in the purpose of the project and no physical changes to the project works, other than those which are required for normal repair or maintenance, shall be made without prior approval being obtained under *The Water Security Agency Act*.
6. If the proponent decides to abandon the works, a decommissioning plan shall be submitted to the Water Security Agency. The plan must outline the intended procedure for securing, backfilling/grouting, removing or salvaging all the production and observation wells and any pipeline and mechanical work associated with the project.
7. The proponent shall maintain control of all lands on which the works are located or which may be affected by the works.
8. The proponent accepts full responsibility for and liability in relation to the works. The proponent is responsible for ensuring that all plans and specifications relating to this Approval have been duly prepared and reviewed by appropriate persons working on behalf of the proponent. The proponent remains solely responsible for all design, safety and workmanship aspects of all the works associated with this Approval.

Special Conditions

1. The proponent shall provide an adequate water supply to any existing domestic, municipal, industrial or other groundwater user deprived of their existing water supply as a direct result of the operation of Well PW1-2014.
2. The proponent shall ensure that Well PW1-2014 and all observation wells are constructed in such a manner as to prevent contamination or pollution of the water in the well or in the aquifer.

From: Duncan Spenst <Duncan.Spenst@wsask.ca>
Sent: Thursday, March 23, 2023 2:47 PM
To: Allen B Kilback <allen.kilback@nhgoc.com>
Cc: Jenna Furseth <Jenna.Furseth@wsask.ca>; Kei Lo <Kei.Lo@wsask.ca>; Dave Knipfel <Dave.Knipfel@wsask.ca>; Morgan Nevill <Morgan.Nevill@wsask.ca>; alexa.ohanley@edenwold-sk.ca <alexa.ohanley@edenwold-sk.ca>; Williams, Shelby GR <shelby.williams@gov.sk.ca>
Subject: RE: New Horizon Park - Update

Hi Allen,

Sorry for the delay in getting a response back to you.

Our Groundwater Services unit has indicated that they have no further questions or concerns related to this expansion after the latest information was sent to WSA related to the water supply and usage as well as the aquifer protection plan.

The only comment from our Water and Wastewater Licencing unit is that the Water Right Licence for the New Horizon Park Inc. has expired as of Dec. 16, 2020. The expansion of the development will require an alteration to the Approval to Operate Works and likely an increase in the Water Right Licence allocation. The previous allocation was 2.5 cubic decameters. A new application will need to be submitted to Morgan Nevill who is a Technologist with our Licencing unit here at WSA. I have attached a blank application for your use and have cc'd Morgan on this email. The completed application can be emailed to Morgan at morgan.nevill@wsask.ca

Other than the above, WSA has no further concerns or objections to the proposed expansion at the New Horizon development. I have cc'd Alexa at the RM of Edenwold and Shelby at Government Relations-Community Planning on this response as well so that they are aware of these latest comments.

Duncan Spenst - A.Sc.T.

Supervisor, Extension Services
306 – 350 Cheadle Street West
Swift Current, SK S9H 4G3
Ph: 306.750.9210 | Fax: 306.778.8271
wsask.ca | duncan.spenst@wsask.ca

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Re: New Horizon Park - Update



Allen B Kilback <allen.kilback@nhgoc.com>

3:23 PM



To: Duncan Spenst Cc: Jenna Furseth; Kei Lo; Dave Knipfel; [Morgan Nevill](#); alexa.ohanley@edenwold-sk.ca; Williams, Shelby GR; P... 

Good afternoon Duncan,

Thanks for the response from WSA. I will fill out the updated Water Right License for New Horizon Park Inc. and submit it today.

Thanks again,

Allen Kilback

NHGOC | CEO & Owner

306-541-7838



From: Duncan Spenst <Duncan.Spenst@wsask.ca>

Date: Thursday, March 23, 2023 at 2:48 PM

To: Allen B Kilback <allen.kilback@nhgoc.com>

Cc: Jenna Furseth <Jenna.Furseth@wsask.ca>, Kei Lo <Kei.Lo@wsask.ca>, Dave Knipfel <Dave.Knipfel@wsask.ca>, Morgan Nevill <Morgan.Nevill@wsask.ca>, alexa.ohanley@edenwold-sk.ca <alexa.ohanley@edenwold-sk.ca>, Williams, Shelby GR <shelby.williams@gov.sk.ca>

Subject: RE: New Horizon Park - Update

APPENDIX O – SEWAGE HAULER

O.1 CONFORMATION OF HAULER

QUEEN CITY

SEWER SERVICE
OF REGINA

Box 26091, Regina, SK S4R 8R7
Phone: 306-536-0125

March 1, 2021

To Whom it May Concern:

Re: Septic waste removal from the proposed development by North Ridge Development

I have been contacted by North Ridge Development, with respect to the removal of septic waste from the proposed development located at land location SE ¼ Sec 6, TWP 18, RGE 18, W2 Mer, within the R.M. of Edenwold. Please be advised that this type of service falls within our scope of work. We presently service a considerable number of businesses and residential acreages within the R.M., as well as providing repair services when needed.

A venture of this size could easily be accommodated by Queen City Sewer Service of Regina. Queen City Sewer Service is on the Water Security Agency's list of approved haulers and has permits for the disposal of this material at the Kronau, Balgonie, and the City of Regina disposal systems. Other waste products (wash pits and sumps) from businesses in this area can be disposed of through Terapure Environmental. This minimizes any possible effects that could possibly arise with respect to the environment.

This letter is being forwarded to you via North Ridge Development. Should you require any further information I may be contacted directly at (306)533-1827.

Sincerely,

Cheryl Collins
Queen City Sewer Service of Regina

APPENDIX P – COUNCIL MEETING, JULY 27, 2021 - BYLAW NO. 2021-37

P.1 COUNCIL MEETING, FEBRUARY 13, 2018 - BYLAW NO. 2018-02

Minutes	R.M. of Edenwold No.158	February 13 th 2018
	<p>Minutes of a Regular Meeting of the Council of the Rural Municipality of Edenwold No. 158 held on Tuesday, February 13th, 2018 in the Council Chamber of the Administration Building, 100 Queen Street, Balgonie, Sask. Present: Deputy Reeve Stan Capnerhurst Councillors: Division #1 Craig Strudwick, Division #4 Lorne Beer, Division #5 Dwayne Radmacher, Division #8 Tim Brodt Administrator & CAO: Kim Melvor Public Works Rural, Division Manager: Derek Hradecki Public Works Emerald Park & Utilities Manager: Wade Hoffman Absent: Reeve Mitchell Huber and Councillor Wayne Joyce</p>	
Quorum	Deputy Reeve Capnerhurst called the meeting to order @ 9:00 a.m.	
54/2018 Meeting Minutes	<p>Councillor Brodt: THAT the minutes of the regular meeting held on January 23rd, 2018 be approved as circulated and presented.</p> <p style="text-align: right;">Carried.</p>	
55/2018 List of Accounts	<p>Councillor Beer: THAT the list of accounts for approval consisting of cheques #6038 to #6996 – Other payments totalling \$306,803.56 be approved for payment.</p> <p style="text-align: right;">Carried.</p>	
56/2018 Financial Statement	<p>Councillor Strudwick: THAT the statement of financial activities for December 2017 be acknowledged and approved as presented.</p> <p style="text-align: right;">Carried.</p>	
57/2018 Bank Reconciliation	<p>Councillor Brodt: THAT the December 2017 bank reconciliation be acknowledged as presented.</p> <p style="text-align: right;">Carried.</p>	
Public Works Reports 9:20 to 10:20 a.m.	<p>Manager of Public Works – Rural: Derek Hradecki gave his report to Council which provided updates on the following: ripping of Kingsough on Grid 734 in the Spring; equipment winter repairs, road maintenance and signage. Manager of Emerald Park & Utilities: Wade Hoffman gave his report to Council which provided updates on the water leak at Coral Place, water plant usage volumes, winter equipment repairs, irrigation expansion options for the soccer park and the WCRM158 waste water authority primary and secondary lagoons.</p>	
58/2018 1A Training	<p>Councillor Strudwick: That we agree to send public works employees' Chris Anaka and Mark Fahnen for 1A license training school and pay the registration fee of \$2,675.00.</p> <p style="text-align: right;">Carried.</p>	
59/2018 Park Irrigation expansion	<p>Councillor Brodt: That in order to expand the irrigation system at the Emerald Park Soccer Park, we hereby accept the price quote of \$10,075.00 plus taxes from The Busy Beaver Landscape Shop for the automated irrigation system.</p> <p style="text-align: right;">Carried.</p>	
60/2018 EP Truck Box	<p>Councillor Strudwick: That we accept the price quote from Fort Garry Industries Ltd. for the new 11ft-Crystal 2-Tipper-3yd Gravel box for the Emerald Park Unit 11 3500 Chevy truck in the amount of \$18,900.00 plus tax.</p> <p style="text-align: right;">Carried.</p>	
61/2018 Hotsy Purchase	<p>Councillor Radmacher: THAT we accept the price quote from Clarke's Supply & Service Ltd. for a new model 12708SG Hotsy Hot water pressure washer for \$16,797.00 plus tax.</p> <p style="text-align: right;">Carried.</p>	
62/2018 Recess	<p>Deputy Reeve Capnerhurst: That the time being 10:30 a.m. we take a 10 minute recess.</p> <p style="text-align: right;">Carried.</p>	
63/2018 Reconvene	<p>Deputy Reeve Capnerhurst: That the time being 10:40 a.m. we reconvene.</p> <p style="text-align: right;">Carried.</p>	

1 

Minutes	R.M. of Edenwold No.158	February 13 th 2018
64/2018 Dust Control Product	Councillor Brodt: THAT we accept the February 10 th , 2018 price quote from <i>Fort Distributors Ltd.</i> for dust control product supply and application services in the amount of \$0.3275/litre for approximately 16,000 litres of Dustgard 30% magnesium chloride dust suppressant.	Carried.
65/2018 Village of Edenwold	Councillor Radmacher: THAT we agree for the Village of Edenwold to access clay from our gravel pit land to use for their nuisance ground reclamation project at no charge.	Carried.
66/2018 Planner Boha Resignation	Councillor Radmacher: THAT we accept the February 5 th , 2018 resignation of Planner and Development Officer Paige Boha with her last day being February 28 th , 2018 and wish her all the best with her new job.	Carried.
67/2018 Development Officer	Councillor Brodt: THAT as per section 3.1.1 of Zoning Bylaw No.2010-17 we hereby appoint Planner Jessica Mitchell as a Development Officer for the Municipality.	Carried.
68/2018 January Water Report	Councillor Brodt: THAT we accept the January 2018 Monthly Water Report with a water usage of 3,994,190 gallons, acceptable turbidity levels, chlorine levels with an upset condition noted for January 23 rd to 27 th due to the water leak on Coral Place.	Carried.
69/2018 Assessment Order of Extension	Deputy Reeve Capnerhurst: THAT we acknowledge receipt of a copy of the Minister of Government Relations January 26 th , 2018 ORDER to the Secretary of the Board of Revision for the extension of time for the completion of assessment procedures for the RM of Edenwold No.158 to February 9 th , 2018.	Carried.
70/2018 Tax Refund	Councillor Beer: THAT we agree to refund Bob Popescue the following overpaid taxes due to the Board of Revision Decision : R.M. - \$61.36 PVSD - \$59.34 Total + \$120.70	Carried.
71/2018 2018 Urban Municipality Newsletter Contribution	Councillor Strudwick: THAT a contribution be forwarded to the following urban municipalities to go towards the costs involved with the printing of their monthly newsletters: Town of Balgonie - \$400.00 Town of Pilot Butte - \$400.00 Town of White City - \$400.00 Village of Edenwold - \$150.00 Hamlet of Kronau - \$150.00	Carried.
72/2018 2018 Gravel Hauling	Councillor Strudwick: THAT we accept the price quote from <i>LD Allan Enterprises, Div of JJ Trucking Ltd.</i> for the hauling and spreading of gravel on our municipal roads as directed at a price quote of \$0.39/yard mile with a minimum haul of 5 miles.	Carried.
73/2018 Workers' Comp Coverage	Councillor Beer: THAT the positional coverage for elected officials under the provisions of the Saskatchewan Workers' Compensation Board be set at the minimum coverage level of \$34,764.00 for 2018; and further, THAT we estimate the workers' wages for 2018 at \$1,270,000.00.	Carried.
Planners 11:00 a.m.	Planners Paige Boha and Jessica Mitchell joined the Council meeting to present their planning and development reports to Council.	
74/2018 Bylaw 2017-30 Rezoning 16 lots in NW 14-17-18 3 rd Reading	Councillor Strudwick: THAT Bylaw No. 2017-30, being a bylaw to rezone Lots 8-19 Block 17 and Lots 42-45 Block 20 on the NW 14-17-18 W2M from General Commercial Construction Contract Zone to R2- High Density Residential District, be given third reading.	Carried.



Minutes	R.M. of Edenwold No.158	February 13 th 2018
75/2018 Bylaw 2018-08 2 nd reading Building Permits	Councillor Brodt: THAT Bylaw No. 2018-08 being a bylaw to enter into agreements for refundable portion of building permits fees for residential buildings, be given second reading.	Carried.
76/2018 Bylaw 2018-08 3 rd reading Building Permits	Councillor Radmacher: THAT Bylaw No. 2018-08 being a bylaw to enter into agreements for refundable portion of building permits fees for residential buildings, be given third reading.	Carried.
77/2018 Non Compliance Signage	Councillor Brodt: THAT as per section 4.39.1 of Zoning Bylaw 2010-17 we hereby agree to issue a development permit despite non-compliance sign size for the White City Medical Clinic sign on the west side of the building. With it noted we are not in agreement to the name chosen for the medical clinic located in Emerald Park in the RM of Edenwold No.158.	Carried.
78/2018 Bylaw 2018-11 RMH District Amendments	Councillor Beer: THAT Bylaw No.2018-11 being a bylaw to amend Zoning Bylaw No.2010-17 with text changes to section 12.0 Residential Mobile Home District - RMH, be given first reading.	Carried.
79/2018 In Camera	Councillor Brodt: THAT we recess and deliberations continue <i>In Camera</i> as a Committee of the Whole at 11:50 a.m. as per section 17(1)(g) of the <i>Local Authority Freedom of Information and Protection of Privacy Act</i> for the review of our municipal utilities.	Carried.
80/2018 Out of Camera	Councillor Brodt: THAT we move out of <i>In Camera</i> as a Committee of the Camera Whole and reconvene the regular meeting of Council at 12:10 p.m.	Carried. Public Works Rural Manager Derek Hradecki was excused from the meeting.
81/2018 Lunch	Deputy Reeve Capnerhurst: THAT the time being 12:15 p.m. we recess for lunch.	Carried.
82/2018 Reconvene	Deputy Reeve Capnerhurst: THAT the time being 1:15 p.m. we reconvene.	Carried.
83/2018 Recess for Public Hearings	Deputy Reeve Capnerhurst: THAT the time being 1:30, we hereby recess our Council meeting in order to hold the following Public Hearing meetings: <ul style="list-style-type: none">• 1:30pm: Bylaw 2017-51: Rezone Parcel C - LSD 8 36-16-17 W2M from AR to CR1• 1:35pm: Discretionary Use Application: Cement Manufacturing at 12 Industrial Drive• 1:40pm: Bylaw 2018-03: Rezone Parcel B NE ¼ 33-18-18W2M from AR to CR1• 1:45pm: Bylaw 2018-02: Rezone Parcel B SE ¼ 06-18-18 W2M from COM1 to IND1-C	Carried.
84/2018 Reconvene	Deputy Reeve Capnerhurst: THAT the time being 2:00 p.m. we reconvene our regular Council meeting.	Carried.
85/2018 Bylaw #2017-51 PI C-SE 36-16-17 2 nd Reading	Councillor Beer: THAT Bylaw No. 2017-51 being a bylaw to rezone Parcel C on LSD 8 SE 36-16-17 W2M from AR-Agricultural Resource District to CR1-Country Residential District, be hereby given second reading.	Carried.
86/2018 Bylaw #2017-51 PI C-SE 36-16-17 3 rd Reading	Councillor Strudwick: THAT Bylaw No. 2017-51 being a bylaw to rezone Parcel C on LSD 8 SE 36-16-17 W2M from AR-Agricultural Resource District to CR1-Country Residential District, be hereby given third reading.	Carried.



Minutes	R.M. of Edenwold No.158	February 13 th 2018
87/2018 Subdivision Parcel C SE 36-16-17	Councillor Strudwick: THAT we approve the subdivision of Parcel C of LSD 8 in Section 36-16-17 W2M as per the Meridian Surveys Ltd. plan of proposed subdivision file:R17123 dated the 25 th day of October, 2017. The proposal meets the requirements of our OCP and Zoning Bylaw regulations, the required service agreement has been signed, all applicable fees paid and there are no incompatible uses or municipal services affected.	Carried.
88/2018 Discretionary Use Application #12 Industrial Drive	Councillor Beer: THAT the Discretionary Use Application for cement manufacturing at #12 Industrial Drive be referred back to the Planning Department for report preparation on traffic volumes, dust control, hours of operation and compatibility to current surrounding developments , future strategic planning development and zoning.	Carried.
89/2018 Bylaw 2018-03 2 nd Reading (NE 33-18-18)	Councillor Brodt: THAT Bylaw No. 2018-03 being a bylaw to amend Zoning Bylaw No.2010-17 to rezone Parcel B on the NE 33-18-18 W2M from AR –Agricultural Resource District to CR1-Country Residential District, be hereby given second reading.	Carried.
90/2018 Bylaw 2018-03 3 rd Reading (NE 33-18-18)	Councillor Beer: THAT Bylaw No. 2018-03 being a bylaw to amend Zoning Bylaw No.2010-17 to rezone Parcel B on the NE 33-18-18 W2M from AR –Agricultural Resource District to CR1-Country Residential District, be hereby given third reading.	Carried.
91/2018 Subdivision Parcel B NE 33-18-18	Councillor Radmacher: THAT we approve the subdivision of Parcel B of NE 33-18-18 W2M as per the Midwest Surveys Ltd. plan of proposed subdivision file: R1096-17R dated the 8 th of January, 2018. The proposal meets the requirements of our OCP and Zoning Bylaw regulations, the required service agreement has been signed, all applicable fees paid and there are no incompatible uses or municipal services affected.	Carried.
92/2018 Bylaw 2018-02 2 nd reading SE 6-18-18	Councillor Brodt: THAT Bylaw No. 2018-02 being a bylaw to amend Zoning Bylaw 2010-17 by rezoning Parcel B Plan No.101924726 in the SE 6-18-18 W2M from General Commercial District (COM1) to General Industrial Contract Zone (IND1-C) be hereby given second reading.	Carried.
	Planners Paige Boha and Jessica Mitchell were excused from the meeting at 2:15 p.m.	
93/2018 Bylaw 2018-12 Fire Agreements	Councillor Strudwick: THAT Bylaw No.2018-12 being a bylaw to enter into a fire agreement pursuant to section 8 & 42 of <i>The Municipalities Act</i> , be given first reading.	Carried.
94/2018 Bylaw 2018-12 Fire Agreements	Councillor Brodt: THAT Bylaw No.2018-12 being a bylaw to enter into a fire agreement pursuant to section 8 & 42 of <i>The Municipalities Act</i> , be given second reading.	Carried.
95/2018 Bylaw 2018-12 Fire Agreements	Councillor Beer: THAT Bylaw No.2018-12 be given three readings at this meeting.	Carried Unanimously.
96/2018 Bylaw 2018-12 Fire Agreements	Councillor Radmacher: THAT Bylaw No.2018-12 being a bylaw to enter into a fire agreement pursuant to section 8 & 42 of <i>The Municipalities Act</i> , be given third reading.	Carried.
97/2018 Rural Water Storage Reservoir Tender	Councillor Radmacher: THAT we accept the lowest tender received from Quorex Construction Services Ltd. of Regina, Saskatchewan in the amount of \$914,000.00 for the Rural Water Storage Reservoir as per the recommendation of our Consulting Engineers Walker Projects.	Carried.
	Public Works Emerald Park & Utilities Manager Wade Hoffman was excused from the meeting at 2:30 p.m.	

Minutes	R.M. of Edenwold No.158	February 13 th 2018
Admin Report 2:35 to 3:15 pm	Administrator McIvor reported to Council on the following Items: Proposed Fire Fighters Critical Incident resolution to SARM Annual Convention; SARM Risk Management Seminar in March; SE College Municipal Foreman Training Program and Course Opportunities; update report on the Aspen Village Properties contempt of court hearing for failure to comply with an Order of the Court: SARM Crime Stoppers Volunteer payment request; the job advertisement for our Planner 11 position; review of the Divisional Boundary Meeting Notice; upcoming RBDB committee meeting to discuss Highway #1 service road lighting has been scheduled for February 21 st ; confirmation of joint meeting with the RM of Lajord No.128 to discuss CSO services for March 9 th .	
98/2018 SARM Convention Resolution	Councillor Brodt: THAT the following resolution be submitted to the 2018 SARM Annual Convention March 14 th to 16 th , in Regina, Saskatchewan for membership consideration: Critical Incident Stress Management for Saskatchewan Firefighters WHEREAS the Saskatchewan Volunteer Fire Fighter's Association believes strongly in the importance of mental health as it applies to the fire service; WHEREAS the Saskatchewan Volunteer Fire Fighter's Association has already started a Critical Incident Stress Management initiative with support from the Saskatchewan Association of Fire Chiefs and the Emergency Management and Fire Safety branch of the provincial Ministry of Government Relations; WHEREAS all the people in this province are at one time or another protected by fire and rescue services including: volunteer, paid-on-call, and/or paid career fire departments, be it in their residence or when travelling around this great province; WHEREAS the fire service has no consistent immediate access to the help that is needed to make sure they have access to mental health support especially critical incident stress management; WHEREAS further counselling may be needed to make sure that our fire and rescue services providers can continue to contribute and serve this province after experiencing a traumatic event; WHEREAS the Saskatchewan Volunteer Fire Fighter's Association believes that the needs should be met by the communities as a whole in Saskatchewan; BE IT RESOLVED that the Saskatchewan Association of Rural Municipalities assess a one-time per capita levy of \$0.50 for all the residents in its member municipalities; BE IT FURTHER RESOLVED that these funds collected be placed in trust with the Saskatchewan Volunteer Fire Fighter's Association, with account oversight from the Saskatchewan Association of Fire Chiefs.	
		Carried
99/2018 Crime Stoppers Support	Councillor Strudwick: THAT we contribute \$200.00 to Saskatchewan Crime Stoppers and \$200.00 to the Rural Crime Watch 158 to support Crime Stoppers both locally and Provincially.	
		Carried.
100/2018 SE College MME Course	Councillor Beer: That we agree to the Public Works Managers participating in the South East College <i>Municipal Management Essentials Program</i> (MME) and approve registering for the 2 day Supervisory Skills Course workshop at a cost of \$425.00 per person.	
		Carried.
101/2018 2018 GMC Truck Purchase	Councillor Radmacher: THAT we purchase a 2018 GMC Sierra 2500HD from Echo Valley GM for the quoted price of \$48,310.00 plus taxes.	
		Carried.



Minutes R.M. of Edenwold No.158 February 13th 2018

102/2018 **Councillor Brodt:** That the following correspondence be acknowledged, adopted and
Correspondence filed as directed:
1.1 Town of White City Letter: WBRPC
1.2 SARM: Annual Convention Updates
1.3 SAMA: 2018 requisition and update letter
1.4 Mosaic: Acquisition of Vale Potash Assets
1.5 Pilot Butte Rode: 2018 Sponsorship
1.6 RCMP: Nov 2017 Incident Report

Carried.

Council Reports Council Reports were presented with Council roundtable discussion focused on the
3:20 to 3:30 pm following:

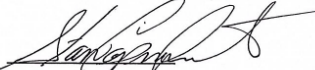
- Positive feedback received from our Fire mail out
- Upcoming RCMP February monthly meeting
- South Central Transportation Committee
- EMO- February Meeting
- 2018 Equipment Committee updates

103/2018 **Councillor Strudwick:** That we provide a \$300.00 sponsorship to the Pilot Butte High
Pilot Butte High School Rodeo School Rodeo May 5th & 6th, 2018.

Carried.

104/2018 **Deputy Reeve Capnerhurst:** THAT this meeting be hereby adjourned at 3:45 p.m. with
Adjournment our next regular meeting being held on Tuesday, February 27th, 2018 at 9 a.m.

Carried.



Deputy Reeve




Administrator

P.2 COUNCIL MEETING, FEBRUARY 27, 2018 - BYLAW NO. 2018-02

Minutes	R.M. of Edenwold No.158	February 27 th 2018
	<p>Minutes of a Regular Meeting of the Council of the Rural Municipality of Edenwold No. 158 held on Tuesday, February 27th, 2018 in the Council Chamber of the Administration Building, 100 Queen Street, Balgonie, Sask. Present: Deputy Reeve Stan Capnerhurst Councillors Division #1 Craig Strudwick, Division #4 Lorne Beer, Division #5 Dwayne Radmacher, Division #6 Tim Brodt Administrator & CAO: Kim McIvor Public Works Rural Division Manager: Derek Hradecki Public Works Emerald Park & Utilities Manager: Wade Hoffman Absent: Reeve Mitchell Huber and Councillor Wayne Joyce</p>	
Quorum	Deputy Reeve Capnerhurst called the meeting to order @ 9:00 a.m. Communication Consultant Michelle Nicholson was in attendance for the morning portion of the Council meeting.	
105/2018 Meeting Minutes	Councillor Brodt: THAT the minutes of the regular meeting held on February 13 th , 2018 be approved as circulated and presented.	
	Carried.	
106/2018 Public Meeting Minutes	Councillor Beer: THAT the minutes of the four (4) public hearing meeting held on February 13 th , 2018 be approved as circulated and presented.	
	Carried.	
107/2018 List of Accounts	Councillor Brodt: THAT the list of accounts for approval consisting of cheques #6997 to #7035 totaling \$216,561.02 & January Payroll, be approved for payment.	
	Carried.	
108/2018 Cancel Cheque	Councillor Brodt: That cheque #7017 to SGI Auto Fund be cancelled.	
	Carried.	
109/2018 Financial Statement	Councillor Radmacher: THAT the statement of financial activities for January 2018 be acknowledged and approved as presented.	
	Carried.	
110/2018 Bank Reconciliation	Councillor Strudwick: THAT the January 2018 bank reconciliation be acknowledged as presented.	
	Carried.	
10:20 a.m. to 10:20 a.m. Planners	Planner Jessica Mitchell joined the Council meeting to present the planning report on the Provincial allotment of one cannabis retail outlet to the RM of Edenwold. Policies, procedures and the challenges of this new Federal legislation were discussed in detail in regards to potential bylaw amendments and public consultation.	
11/2018 Recess	Deputy Reve Capnerhurst: That the time being 10:20 a.m. we take a 10 minute recess.	
	Carried.	
112/2018 Reconvene	Deputy Reve Capnerhurst: That the time being 10:30 a.m. we reconvene.	
	Carried.	
10:30 to 11am RBDB Delegation Communications	RBDB Phase 1 Manager Josh Binkley met with Council to review the scope of the work and design build specifications in regards to the Highway #1 service road lighting. Communications Consultant Michelle Nicholson presented a four part review of the projects currently being implemented in the RM of Edenwold for 2018.	
11 to 11:40 am		
113/2018 Correspondence	Councillor Strudwick: That the following correspondence be acknowledged, adopted and filed as directed:	
	<ul style="list-style-type: none"> 1.1 Ministry of Highways: 2018 Ditch Mowing Program 1.2 University of Saskatchewan: Ag Health & Safety Network Annual Meeting 1.3 Regina Ski Club: Regina Wildlife Support Letter 1.4 SSR Railway Track: 2018 update 	
	Carried.	



Minutes	R.M. of Edenwold No.158	February 27 th 2018
114/2018 Lunch	Deputy Reeve Capnerhurst: THAT the time being 11:50 a.m. we recess for lunch.	Carried.
115/2018 Reconvene	Deputy Reeve Capnerhurst: THAT the time being 12:30 p.m. we reconvene.	Carried.
Public Works Reports 12:30 to 1:25 pm	<i>Manager of Emerald Park & Utilities:</i> Wade Hoffman gave his report to Council which provided updates on the main lift station and the frozen waterline on Palmer Crescent. <i>Manager of Public Works – Rural:</i> Derek Hradecki gave his report to Council which provided updates, traffic counter options, Old Dewdney ice damming & the proposed 2018 gravel map.	
116/2018 Utility Extension	Councillor Radmacher: THAT we request a sewer utility design for Industrial Drive West and a water and sewer utility design for South Plains Road from our consulting engineer Walker Projects.	Carried.
117/2018 Recess for Public Hearings	Deputy Reeve Capnerhurst: THAT the time being 1:30, we hereby recess our Council meeting in order to hold the following Public Hearing meetings: <ul style="list-style-type: none"> • 1:30 p.m. Discretionary Use Application: Home-Based Occupation, #20 Crystal Drive Coppersands • 1:35 p.m. Discretionary Use Application: Extraction of Aggregate Material, SE & SW 07-18-18 W2 • 1:40 p.m. Bylaw 2018-04: Rezone Parcel A, SE 22-20-18 W2 from AR to CR1 • 1:45 p.m. Bylaw 2018-05: Text Amendment re: Public Notification • 1:50 p.m.: Bylaw 2018-07: Rezone Lot 5 Blk/Par A Plan BQ527 	Carried.
118/2018 Reconvene	Deputy Reeve Capnerhurst: THAT the time being 2:00 p.m. we reconvene our regular Council meeting.	Carried.
119/2018 Discretionary Use Application #20 Crystal Drive Copper Sands	Councillor Beer: THAT the Discretionary Use Development Permit Application to operate a home-based spa and salon services business at #20 Crystal Drive at Copper Sands Trailer Park be approved with conditions including but not limited to employee numbers, parking and relevant requirements of section 5.1 of Zoning Bylaw 2010-17.	Carried.
120/2018 Discretionary Use Application Aggregate Extraction	Councillor Radmacher: THAT the discretionary use development permit application for extraction of aggregate material from an existing operating gravel pit located on SE & SW 7-18-18 W2M be approved for 5 years with condition including a restoration plan, dust control, road improvement cost sharing and adherence to our Aggregate Extraction Policy 2018.	Carried.
121/2018 Bylaw 2018-04 2 nd Reading (SE 22-20-18)	Councillor Strudwick: THAT Bylaw No. 2018-04 being a bylaw to amend Zoning Bylaw No.2010-17 to rezone Parcel A on the SE 22-20-18 W2M from AR –Agricultural Resource to CR1-Country Residential, be hereby given second reading.	Carried.
122/2018 Bylaw 2018-04 3 rd Reading (SE 22-20-18)	Councillor Brodt: THAT Bylaw No. 2018-04 being a bylaw to amend Zoning Bylaw No.2010-17 to rezone Parcel A on the SE 22-20-18 W2M from AR –Agricultural Resource to CR1-Country Residential, be hereby given third and final reading.	Carried.
123/2018 Subdivision Parcel A SE 22-20-18	Councillor Strudwick: THAT we approve the subdivision of Parcel A of SE 22-20-18 W2M as per the 20/20 Geomatics plan of proposed subdivision Project No.11832 dated the 7 th day of December, 2017 with revision one dated February 8 th , 2018. The proposal meets the requirements of our OCP and Zoning Bylaw regulations, the required service agreement has been signed, all applicable fees paid and there are no incompatible uses or municipal services affected.	Carried. 

Minutes R.M. of Edenwold No.158 February 27th 2018

124/2018 **Councillor Brodt:** THAT Bylaw No. 2018-05 being a bylaw to amend Zoning Bylaw
Bylaw 2018-05 No.2010-17 with text changes to section 3.10 Discretionary Use Application Procedure
2nd Reading and section 3.15 Zoning Bylaw Amendments and Section 4.39 Temporary Signage, be
Zoning bylaw hereby given second reading.
Text amendment **Carried.**

125/2018 **Councillor Beer:** THAT Bylaw No. 2018-05 being a bylaw to amend Zoning Bylaw No.2010-
Bylaw 2018-05 17 with text changes to section 3.10 Discretionary Use Application Procedure and section
3rd Reading 3.15 Zoning Bylaw Amendments and Section 4.39 Temporary Signage, be hereby given
Zoning bylaw third and final reading.
Text amendment **Carried.**

126/2018 **Councillor Strudwick:** THAT Bylaw No. 2018-07 being a bylaw to amend Zoning Bylaw
Bylaw 2018-07 No.2010-17 to rezone Lot 5 Blk/Par A Plan BQ 527 on the SE 14-16-17 W2M from
2nd Reading AR- Agricultural Resource District to CR1-C- Country Residential District Contract, be
(SE 14-16-17) hereby given second reading.
Carried.

127/2018 **Councillor Strudwick:** THAT Bylaw No. 2018-07 being a bylaw to amend Zoning Bylaw
Bylaw 2018-07 No.2010-17 to rezone Lot 5 Blk/Par A Plan BQ 527 on the SE 14-16-17 W2M from
3rd Reading AR- Agricultural Resource District to CR1-C- Country Residential District Contract, be
(SE 14-16-17) hereby given third and reading.
Carried.

128/2018 **Councillor Strudwick:** THAT the Discretionary Use Application for cement manufacturing
Discretionary Use at #12 Industrial Drive be approved until December 31st, 2019 with an option for a 2 year
Application extension upon satisfactory compliance with all conditions of the development permit.
#12 Industrial **Carried.**
Drive


129/2018 **Councillor Brodt:** THAT Bylaw No. 2018-02 being a bylaw to amend Zoning Bylaw 2010-17
Bylaw 2018-02 by rezoning Parcel B Plan No.101924726 in the SE 6-18-18 W2M from General
3rd reading Commercial District (COM1) to General Industrial Contract Zone (IND1-C) be hereby given
SE 6-18-18 third and final reading.
Carried.
Planner Jessica Mitchell was excused from the meeting at 3:00 p.m.

130/2018 **Councillor Radmacher:** THAT Bylaw No.2018-09 being a bylaw for the purpose of
Bylaw 2018-09 prohibiting, eliminating and abating noise in accordance to section 8 (1)(b) of *The*
Noise Bylaw *Municipalities Act*, be given first reading.
Carried.

131/2018 **Councillor Strudwick:** THAT No.2018-09 being a bylaw for the purpose of prohibiting,
Bylaw 2018-09 eliminating and abating noise in accordance to section 8 (1)(b) of *The Municipalities Act*,
Noise Bylaw be given second reading.
Carried.


132/2018 **Councillor Brodt:** THAT Bylaw No.2018-09 be given three readings at this meeting.
Bylaw 2018-09 **Carried Unanimously.**
3 readings

133/2018 **Councillor Beer:** THAT Bylaw No.2018-09 being a bylaw for the purpose of prohibiting,
Bylaw 2018-09 eliminating and abating noise in accordance to section 8 (1)(b) of *The Municipalities Act*,
Noise Bylaw be given third and final reading.
Carried.

134/2018 **Councillor Beer:** THAT Bylaw No.2018-10 being a bylaw to authorize a special assessment
Bylaw 2018-10 with respect to the undertaking of the surfacing of the internal subdivision road in
Local Crawford Developments in NW 28-17-18 W2M as a Local Improvement be given first
Improvement reading. 
Carried.

Minutes	R.M. of Edenwold No.158	February 27 th 2018
135/2018 Bylaw 2018-10 Local Improvement	Councillor Brodt: THAT Bylaw No.2018-10 being a bylaw to authorize a special assessment with respect to the undertaking of the surfacing of the internal subdivision road in Crawford Developments in NW 28-17-18 W2M as a Local Improvement be given second reading.	Carried.
136/2018 Bylaw 2018-10 3 readings	Councillor Radmacher: THAT Bylaw No.2018-10 be given three readings at this meeting.	Carried Unanimously.
137/2018 Bylaw 2018-10 Local Improvement	Councillor Strudwick: THAT Bylaw No.2018-10 being a bylaw to authorize a special assessment with respect to the undertaking of the surfacing of the internal subdivision road in Crawford Developments in NW 28-17-18 W2M as a Local Improvement, be given third and final reading.	Carried.
138/2018 Bylaw 2018-13 Pilot Butte – CSO Agreement	Councillor Radmacher: THAT Bylaw No.2018-13 being a bylaw to enter into an agreement to provide Community Safety Officer service to the Town of Pilot Butte be given first reading.	Carried.
139/2018 Bylaw 2018-13 Pilot Butte – CSO Agreement	Councillor Strudwick: THAT Bylaw No.2018-13 being a bylaw to enter into an agreement to provide Community Safety Officer service to the Town of Pilot Butte, be given second reading.	Carried.
140/2018 Bylaw 2018-13 3 readings	Councillor Beer: THAT Bylaw No.2018-13 be given three readings at this meeting.	Carried Unanimously.
141/2018 Bylaw 2018-13 Pilot Butte – CSO Agreement	Councillor Brodt: THAT Bylaw No.2018-13 being a bylaw to enter into an agreement to provide Community Safety Officer service to the Town of Pilot Butte, be given third and final reading.	Carried.
Delegation 3:40 to 4:00 pm Admin Report 4:00 to 4:45 pm	Ratepayer Dennis Slater and CFO Blair Herman met with Council to discuss the Rock Pointe and Spruce Creek Developments. Administrator McIvor reported to Council on the following Items: February 15 th CTP meeting at Muscowpetung First Nations, February 20 th meeting with Ministry of Highways Executive Director Dave Smith, upcoming Emerald Park Business Breakfast Meeting of March 14 th , review of the new legislation and regulation of <i>The Education Property Tax Act</i> that came into effect January 1 st , 2018, sewer line utility extension inquiries from Great Plains Industrial Park, Public Works employee holiday update and personal leave request from public works employee Mark Fahlman.	
142/2018 Personal Leave	Councillor Brodt: THAT we approve the personal leave request for public works operator Mark Fahlman for February 5 th , 6 th , 7 th , 8 th and 9 th , 2018.	Carried.
Council Reports 4:50 to 5:00 pm	Council Reports were presented with Council roundtable discussion on WCRM158 Waste Water Authority updates and Equipment Committee updates.	
143/2018 Adjournment	Councillor Brodt: THAT this meeting be hereby adjourned at 5:00 p.m. with our next regular meeting being held on Tuesday, March 13 th , 2018 at 9 a.m.	Carried.


Deputy Reeve


Administrator

R.M. of Edenwold No.158

Public Meeting Minutes

February 27th, 2018

Minutes of the Public Hearing Meeting of the Council of the Rural Municipality of Edenwold No. 158 held in the Council Chambers at the municipal office in Balgonie, Saskatchewan on Tuesday, February 27th, 2018 to hear verbal and written submission in regards to (1) the Discretionary Use Application for a Home-Based Occupation at #20 Crystal Drive, Coppersands Trailer Park; (2) the Discretionary Use Application for Extraction of Aggregate Material at SE & SW 07-18-18 W2M; (3) Bylaw No.2018-04 rezoning of Parcel A on the SE 22-20-18 W2M from Agricultural Resource District (AR) to Country Residential District (CR1); (4) Bylaw No. 2018-05 to amend Zoning Bylaw No.2010-17 with text changes to section 3.10 Discretionary Use Application Procedure and section 3.15 Zoning Bylaw Amendments and Section 4.39 Temporary Signage; (5) Bylaw 2018-07 rezoning of Lot 5 Blk/Par A Plan BQ 527 on the SE 14-16-17 W2M from Agricultural Resource District (AR) to Country Residential District Contract (CR1-C).

The following members of Council were present:

Deputy Reeve: Stan Capnerhurst

Councillors: Craig Strudwick, Lorne Beer, Dwayne Radmacher & Tim Brodt

Public Work Managers Wade Hoffman and Derek Hradecki

Administrator: Kim McIvor

Planner: Jessica Mitchell

Deputy Reeve Capnerhurst noted the time being **1:30 p.m.**; called to order the Public Hearing to hear written and verbal submissions for the Discretionary Use Application for a Home-Based Occupation at #20 Crystal Drive Coppersands Trailer Park. With it being noted Gail Tiefenbach, Devin Rushton, Valerie Haaf, Gordon Ell and Toney Kardash were in attendance in the gallery for this public hearing meeting.

Planner Jessica Mitchell gave an overview of the details for the Discretionary Use Application.

Oral and Written Submissions:

Deputy Reeve Capnerhurst asked for written submissions to be presented.

Planner Jessica Mitchell advised there were four (4) written submissions received. Three were against and one was in favor of the application.

Deputy Reeve Capnerhurst requested any verbal presentations to be made: Gail Tiefenbach presented in favor of the application.

2018-2-6

Brodt: That we acknowledge there were four (4) written submissions and one (1) verbal submission presented to Council in regards to the Discretionary Use Application for the Home-Based Occupation at #20 Crystal Drive, Coppersands Trailer Park.

Carried.

Deputy Reeve Capnerhurst noted the time being **1:35 p.m.**, called to order the public hearing meeting for the Discretionary Use Application for Extraction of Aggregate Material on the SE & SW 07-18-18 W2M.

With it being noted Gail Tiefenbach, Devin Rushton, Valerie Haaf, Gordon Ell and Toney Kardash were in attendance in the gallery for this public hearing meeting.

Planner Jessica Mitchell gave an overview of the details for the Discretionary Use Application.

Oral and Written Submissions:

Deputy Reeve Capnerhurst asked for written presentations.

Planner Jessica Mitchell advised there were two (2) written submissions received. One was in favor and one was voicing possible concerns for adjoining land owners property.

Deputy Reeve Capnerhurst requested any verbal presentations to be made: Devon Rushton presented in favor of the application asking for it to be noted that road improvements and upgrades are required for this haul road.

2018-2-7

Beer: That we acknowledge there were two (2) written submissions and one verbal submission presented to Council in regards to the discretionary use application for Extraction of Aggregate Material on SE & SW 07-18-18 W2M.

Carried.

Deputy Reeve Capnerhurst noted the time being **1:40 p.m.** called to order the public hearing meeting for Bylaw No. 2018-04 to rezone Parcel A on the SE 22-20-18 W2M from Agricultural Resource District (AR) to Country Residential District (CR1). With it being noted Gail Tiefenbach, Devin Rushton, Valerie Haaf, Gordon Ell and Toney Kardash were in attendance in the gallery for this public hearing meeting.

Planner Jessica Mitchell gave an overview of the details Bylaw No. 2018-04.



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R.M. of Edenwold No.158

Public Meeting Minutes

February 27th, 2018

Oral and Written Submissions:

Deputy Reeve Capnerhurst asked for any written submissions to be presented. Planner Jessica Mitchell advised there were no written submissions received. Deputy Reeve Capnerhurst requested any verbal presentations to be made: None were made.

2018-2-8

Strudwick: That we acknowledge there were no written submissions and no verbal submissions presented to Council in regards to Bylaw No. 2018-04.

Carried.

Deputy Reeve Capnerhurst noted the time being 1:45 p.m., called to order the public hearing meeting for Bylaw No. 2018-05 being a bylaw to amend Zoning Bylaw No. 2010-17 with text changes to section 3.10 Discretionary Use Application Procedure, section 3.15 Zoning Bylaw Amendments and Section 4.39 Temporary Signage. With it being noted Gail Tiefenbach, Gordon Ell and Toney Kardash were in attendance in the gallery for this public hearing.

Planner Jessica Mitchell gave an overview of the details of Bylaw No. 2018-05.

Oral and Written Submissions:

Deputy Reeve Capnerhurst asked for any written submissions to be presented. Planner Jessica Mitchell advised there were no written submissions received. Deputy Reeve Capnerhurst requested any verbal presentations to be made: None were made.

2018-2-9

Brodt: That we acknowledge there were no written submissions and no verbal presentation to Council in regards to Bylaw No.2018-05.

Carried.

Deputy Reeve Capnerhurst noted the time being 1:50 p.m. called to order the public hearing meeting for Bylaw No. 2018-07 being a bylaw to rezone Lot 5 Blk/Par A Plan BQ 527 on the SE 14-16-17 W2M from AR- Agricultural Resource District to CR1-C- Country Residential District Contract.

With it being noted Gail Tiefenbach, Gordon Ell and Toney Kardash were in attendance in the gallery for this public hearing meeting. Planner Jessica Mitchell gave an overview of the details Bylaw No. 2018-07.

Oral and Written Submissions:

Deputy Reeve Capnerhurst asked for any written submissions to be presented. Planner Jessica Mitchell advised there were no written submissions received. Deputy Reeve Capnerhurst requested any verbal presentations to be made: Gordon Ell spoke to Council in favor of the rezoning.

2018-2-10

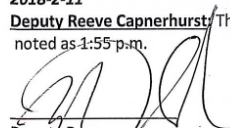
Radmacher: That we acknowledge there were no written submissions and one verbal presentation to Council in regards to Bylaw No.2018-07.

Carried.

2018-2-11

Deputy Reeve Capnerhurst: That we hereby adjourn today's Public Hearing Meetings with the time being noted as 1:55 p.m.

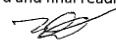
Carried.


Deputy Reeve



Administrator

P.3 COUNCIL MEETING, JULY 9, 2020, DISCRETIONARY USE


Minutes	R.M. of Edenwold No.158	June 9 th , 2020
	<p>Minutes of a Regular Meeting of the Council of the Rural Municipality of Edenwold No. 158 held on Tuesday, June 9th, 2020 in the Council Chamber of the Municipal Building, 100 Hutchence Road, Emerald Park, Sask. With the following present: Reeve: Mitchell Huber Councillors: Division #1 Craig Strudwick Division #2 Stan Capnerhurst Division #3 Wayne Joyce Division #5 Dwayne Radmacher Division #6 Tim Brodt Administrator & Chief Administrative Officer: Kim Mclvor</p>	
Quorum	With a quorum present Reeve Huber called the meeting was called to order @ 9:00 a.m.	
338/2020 Regular Meeting Minutes	<p>Councillor Brodt: THAT the minutes of the regular meeting held on May 26th, 2020 be approved as circulated and presented.</p> <p style="text-align: right;">Carried.</p>	
339/2020 List of Accounts	<p>Councillor Joyce: THAT the list of accounts consisting of cheques #9453 to #9493 & Eleven electronic payments totalling \$465,808.70 be approved for payment.</p> <p style="text-align: right;">Carried.</p>	
340/2020 Financial Statement	<p>Councillor Joyce: THAT we approve the Statement of Financial Activities for May 2020 as circulated and presented.</p> <p style="text-align: right;">Carried.</p>	
Council Reports	<p>Council presented their reports which included discussions about complaints received in regards to of the yard on Parcel M south of Emerald Park; Construction detour & dust complaints related to the Emerald Park & Great Plains street paving projects and Fire Bylaw No.2013-06 restrictions. Council also reviewed a draft letter of support for increased staffing at the White Butte RCMP detachment.</p>	
Planners Join Meeting	<p>Manager of Planning & Development: Jana Jedlic, Development Officer: Susan Stevenson Planner II: Jessica Mitchell and Planning Summer Student Ross Zimmermann joined the council meeting in person at 9:20 a.m.</p>	
Planners Report	<p>Jessica Mitchell provided an overview to Council of the public hearing scheduled for tonight as follows: 7:00 pm Discretionary use applications for fireworks sale and storage at 40 Great Plains Road; 7:05 p.m. Discretionary use application New Horizon Business Park: 7:15 p.m. for Bylaw 2020-20 being a Bylaw to regulate the sale and use of Fireworks.</p>	
341/2020 Bylaw 2020-21 1 st Reading	<p>Councillor Joyce: THAT Bylaw No. 2020-21 being a Bylaw to provide for entering into an agreement for exemption from taxation for 180 Jameson Crescent, Lot 18, Blk/Par B, Plan 102094792 Ext 0, NW 9-17-17-W2 be given first reading.</p> <p style="text-align: right;">Carried</p>	
342/2020 Bylaw 2020-21 2 nd Reading	<p>Councillor Capnerhurst: THAT Bylaw No. 2020-21 being a Bylaw to provide for entering into an agreement for exemption from taxation for 180 Jameson Crescent, Lot 18, Blk/Par B, Plan 102094792 Ext 0, NW 9-17-17-W2 be given second reading.</p> <p style="text-align: right;">Carried</p>	
343/2020 Bylaw 2020-21 3 Readings	<p>Councillor Brodt: THAT Bylaw No. 2020-21 be given three readings</p> <p style="text-align: right;">Carried Unanimously</p>	
344/2020 Bylaw 2020-21 3 rd Reading	<p>Councillor Radmacher: THAT Bylaw No. 2020-21 being a Bylaw to provide for entering into an agreement for exemption from taxation for 180 Jameson Crescent, Lot 18, Blk/Par B, Plan 102094792 Ext 0, NW 9-17-17-W2 be given third and final reading.</p> <p style="text-align: right;">Carried</p>	


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Minutes	R.M. of Edenwold No.158	June 9 th , 2020
345/2020 Bylaw 2020-22 1 st Reading	Councillor Brodt: THAT Bylaw No. 2020-22 being a Bylaw to provide for entering into an agreement for exemption from taxation for 158 Rock Pointe Crescent, Lot 35, Blk/Par 1, Plan 102060852 Ext 0, SW 10-18-18-W2M be given first reading.	Carried
346/2020 Bylaw 2020-22 2 nd Reading	Councillor Radmacher: THAT Bylaw No. 2020-22 being a Bylaw to provide for entering into an agreement for exemption from taxation for 158 Rock Pointe Crescent, Lot 35, Blk/Par 1, Plan 102060852 Ext 0, SW 10-18-18- W2M be given second reading.	Carried
347/2020 Bylaw 2020-22 3 Readings	Councillor Strudwick: THAT Bylaw No. 2020-22 be given three readings	Carried Unanimously
348/2020 Bylaw 2020-22 3 rd Reading	Councillor Joyce: THAT Bylaw No. 2020-22 being a Bylaw to provide for entering into an agreement for exemption from taxation for 158 Rock Pointe Crescent, Lot 35, Blk/Par 1, Plan 102060852 Ext 0, SW 10-18-18-W2M be given third and final reading.	Carried
349/2020 OHS Report	Councillor Brodt: THAT Council acknowledge the Occupational Health and Safety Committee May 11 th , 2020 meeting report and direct Administration to provide recommendations and remediation options.	Carried
350/2020 Parking Bylaw Review	Councillor Joyce: THAT council recommend Planning & Development move forward in updating our Parking Bylaw and zoning regulations; as well as, publishing a survey for ratepayers in Emerald Park and other country subdivisions in regards to parking.	Carried
Planner Excused	Developmental Planner Susan Stevenson was excused from the meeting at 9:50 a.m.	
351/2020 Recess	Reeve Huber: THAT the time being 9:50 a.m. we take a 10-minute recess.	Carried.
352/2020 Reconvene	Reeve Huber: THAT the time being 10:00 a.m. we reconvene our regular meeting of Council.	Carried.
Communication Reports	Michelle Stearns presented her communications report to Council from 10 to 10:40 a.m. Joel Peterson presented his communications report to Council from 10:40 to 11:20 a.m.	
Delegation 11:30 - 11:40am	Stan Thorpe and Dave Wellings met with Council to discuss the 10 tonne weight restriction on Rge Rd 2185 east of Sections 30 & 31-17-18 W2M. South off of Hwy #46.	
353/2020 Recess	Reeve Huber: THAT the time being 11:45 a.m. we hereby recess for lunch.	Carried.
354/2020 Reconvene	Reeve Huber: THAT the time being 12:15 p.m. we hereby reconvene our regular meeting of Council.	Carried.
355/2020 May water report	Councillor Radmacher: THAT we accept the May 2020 Monthly Water Report as presented with it noted there were no upset conditions occurred during this period.	Carried. <i>WR</i>

Minutes	R.M. of Edenwold No.158	June 9 th , 2020
356/2020 CSO Hiring	Councillor Capnerhurst: THAT we hereby hire Special Constable Ron Rotelulik as a Community Safety Officer on a monthly as of July 1 st , 2020 at a rate of \$34/hr and a 32 hou work week.	Carried.
357/2020 Community Newsletter report	Councillor Capnerhurst: THAT a contribution be forwarded to the following Community monthly newsletters for 2020: <ul style="list-style-type: none"> o Town of Balgonie - \$400.00 o Town of Pilot Butte - \$400.00 	Carried.
358/2020 Administrative Assistant Resignation	Councillor Brodt: THAT we hereby accept the written resignation of Administrant Assistant Melissa Lenuik as of 5 p.m. June 12 th 2020, we wish her all the best in her future with the R.M of Lumsden.	Carried.
359/2020 Public Works Reports	Councillor Strudwick: THAT we acknowledge the presentation of the public works managers written reports as presented by Administrator Mclvor.	Carried.
360/2020 Correspondence	Councillor Strudwick: THAT the following correspondence be hereby acknowledged and filed <ul style="list-style-type: none"> • Premier of Saskatchewan: Covid reply letter • University of Saskatchewan: Agricultural Health & Safety Network • WCFD: Activity Report: May 31st & June 2nd • WBRCMP: May Activity Report 	Carried.
361/2020 WBRCMP	Councillor Brodt: THAT we approve a the letter from the Municipality be sent to the White Butte RCMP to request additional resources for the White Butte RCMP Detachment	Carried.
Councillor Excused	Councillor Stan Capnerhurst was excused from the council meeting at 1:25 p.m. in order to participate in a WCRM158 Waste Water Management Authority conference call.	
362/2020 Bylaw 2020-19 1 st Reading	Councilor Joyce: THAT first reading be given to Bylaw No.2020-19 being a zoning map amendment to correct two errors in the recently adopted Zoning Maps forming part of Zoning Bylaw 2019-20 and, due to the minor nature of the amendments, to request a ministerial exemption form the advertising requirements under, Section 209(2) of <i>The Planning and Development Act, 2007</i> .	Carried.
363/2020 Bylaw 2020-19 2 nd Reading	Councillor Strudwick: THAT second reading be given to Bylaw No.2020-19 being a zoning map amendment to correct two errors in the recently adopted Zoning Maps forming part o Zoning Bylaw 2019-20, and, due to the minor nature of the amendments, to request a ministerial exemption form the advertising requirements under, Section 209(2) of <i>The Planning and Development Act, 2007</i> .	Carried.
364/2020 Bylaw 2020-19 3 Readings	Councillor Brodt: THAT Bylaw No.2020-19 be given three readings 	Carried Unanimously.

Minutes	R.M. of Edenwold No.158	June 9 th , 2020
365/2020 Bylaw 2020-19 3 rd Reading	Councillor Radmacher: THAT third and final reading be given to Bylaw No.2020-19 being a zoning map amendment to correct two errors in the recently adopted Zoning Maps forming part of Zoning Bylaw 2019-20, and, due to the minor nature of the amendments, to request a ministerial exemption from the advertising requirements under, Section 209(2) of <i>The Planning and Development Act, 2007</i> .	
	Carried.	
366/2020 Bylaw 2020-24 1 st Reading	Councillor Strudwick: THAT Bylaw No.2020-24 being a zoning bylaw text amendment to correct errors noted within the new Zoning Bylaw 2019-20 and to make several minor changes related to policies, definitions, inconsistencies, and clarifications, and that Council authorize the Planning Department to proceed with the public notification requirements be given first reading.	
	Carried.	
367/ 2020 In Camera	Councillor Joyce: THAT we recess and deliberations continue <i>In Camera as a Committee of the Whole</i> at 2:10 p.m. as per section 120(2)(a) of <i>The Municipality Act</i> and 17(1)(f) of <i>The Local Authority Freedom of Information and Protection of Privacy Act</i> to discuss the Developments Servicing Agreement, Developments Performance Security and the Fire Focus Group Report.	
	Carried.	
368/2020 Out of Camera	Councillor Joyce: THAT we move out of <i>In Camera</i> as a Committee of the Whole and reconvene the regular meeting of Council at 2:35 p.m.	
	Carried.	
Councillor returned	Councillor Stan Capnerhurst returned to the council meeting at 2:35 p.m.	
369/2020 Release Caliber Performance Securities	Councillor Brodt: THAT we hereby approve the release of securities held for the subdivision of Condo Plan 102262182 based on the issuance of Final performance for the subdivision by our Engineering consultants Walker Projects as follows: <ul style="list-style-type: none"> o Performance Security: \$203,157.60 o All other services/Covenants Security: \$25, 394.70 	
	Carried.	
370/2020 SCH Maint'nce Security	Councillor Brodt: THAT we hereby approve the release of one of two letters of security based on the issuance of Substantial Completion for the development services for SCH Maintenance Services Ltd. in the amount of \$60,000.00.	
	Carried.	
371/2020 Caliber Service Agreement	Councillor Strudwick: THAT we hereby approve the Reeve and the Administrator sign the Caliber Developments Stage 2 Service Agreement.	
	Carried.	
372/2020 Subdivision Approval	Councillor Capnerhurst: THAT we hereby recommendation approval for the subdivision of Parcel E of the NE 21-17-18 W2M, Community Planning file number R0838 – 19R.	
	Carried.	
373/2020 Bylaw #2020-18 1 st Reading	Councillor Capnerhurst: THAT we hereby give first reading to Bylaw No.2020-18 being a bylaw to rezone Lot 1 Blk 2 Plan 00RA12070 with civic address 2 Hunter Bay from CR2 – Country Residential 2 to CR3 – Country Residential 3, and authorize the Planning Department to proceed with the required public notification requirements	
	<i>MTC</i> Carried	

Minutes	R.M. of Edenwold No.158	June 9 th , 2020
374/2020 Divisional Boundaries	<p>Councillor Joyce: THAT we hereby proceed with divisional boundary alterations public consultations to split our current Division 3 representing Emerald Park into two Divisions and authorize (a) Administration to contact the Ministry of Government Relations Advisory Services Branch to obtain assistance with the division boundary alteration process to split Division 3 into Division 3 and 7 (b) Administration to proceed with Public consultation processes to include a mail out ballot to all ratepayers in the Municipality, (c) to hold "come and go" open house events at the Municipal Office on Friday, June 19th 1pm to 4 pm on Thursday, June 25th 11am to 2 pm, on Tuesday, June 30th 5 pm to 7 pm and on Friday, July 3rd 9 am to 5 pm, (d) to schedule this to be an agenda item at our Tuesday July 14th, 2020 regular council meeting for 7:00 p.m. to hear verbal and written submissions.</p> <p style="text-align: right;">Carried</p>	
375/2020 Recess	<p>Reeve Huber: THAT the time being 3:06 p.m. we recess our regular meeting with it noted we will reconvene following the public hearings scheduled to begin at 7: 00 p.m. tonight.</p> <p style="text-align: right;">Carried.</p>	
376/2020 Reconvene	<p>Reeve Huber: THAT the time being 7:27 p.m. we reconvene our regular meeting of Council.</p> <p style="text-align: right;">Carried.</p>	
Quorum Present	<p>The following members of Council were present, Reeve Huber, Councillor Strudwick, Councillor Capnerhurst, Councillor Joyce and Councillor Brodt. Municipal Staff in attendance: Manager of Planning & Development: Jana Jedlic Planner II: Jessica Mitchell; Planner I & Development Officer: Susan Stevenson; Planning Summer Student: Ross Zimmermann and Administrator & CAO Kim McIvor</p>	
377/2020 Bylaw # 2020-20 2 nd Reading	<p>Councillor Strudwick: THAT Bylaw No.2020-20 being a bylaw to regulate the sale and use of fireworks, be given second reading.</p> <p style="text-align: right;">Carried</p>	
378/2020 Bylaw # 2020-20 3 rd Reading	<p>Councillor Brodt: THAT Bylaw No.2020-20 being a bylaw to regulate the sale and use of fireworks be given third and final reading.</p> <p style="text-align: right;">Carried</p>	
379/2020 Sale and Storage of Fireworks	<p>Councillor Joyce: THAT we hereby approve the discretionary use applicant for a retail sales and storage of fireworks and pyrotechnic equipment at 40 Great Plains Road in Great Plains Industrial Park.</p> <p style="text-align: right;">Carried.</p>	
Councillor Excused	<p>Councillor Tim Brodt declared a conflict of interest in regards to the discretionary use application for the cannabis production at New Horizon Business Park and was excused from the meeting at 7:31 p.m.</p>	
380/2020 Horizons Business Park	<p>Councillor Joyce: THAT Council approve the application for cannabis production at Unit #14 condo Plan 102285378 in the new horizon Business Park, with the following conditions:</p> <ol style="list-style-type: none"> 1. This Discretionary Use Permit will come into effect upon the payment of the \$125 discretionary use application fee to the RM of Edenwold. 2. The development shall conform to all regulations in Section 5.29 of the Zoning Bylaw 2019-20 3. The Applicant shall provide the RM with a detailed report in regards to the operational security plan and compliance with the security requirements of the Saskatchewan Liquor and Gaming Authority (SLGA). 4. The business operator shall provide the RM with copies of all operating permits issued by the federal and provincial governments, as required 5. All conditions associated with this Discretionary Use Permit shall be evaluated annually in September for the first three years, ending in June of 2023, and Council may amend, Add or remove conditions as necessary to preserve the safety, amenity, and character of the neighborhood. <p style="text-align: right;"> Carried.</p>	

Minutes

R.M. of Edenwold No.158

June 9th, 2020

Councillor
Returned

Councillor Tim Brodt resumed his council chair at 7:33 p.m.

381/2020
Adjourn

Councillor Brodt: THAT this meeting be hereby adjourned at 7:35 p.m. with our next regular meeting being held on Tuesday, June 23rd, 2020 at 9:00 a.m.

Carried.



Reeve



Administrator

R.M. of Edenwold No.158 Public Meeting Minutes June 9th, 2020

Minutes of the Public Hearing Meeting of the Council of the Rural Municipality of Edenwold No.158 were held in the Council Chambers at the municipal office at 100 Hutchence Road in Emerald Park, Saskatchewan on Tuesday, June 9th, 2020, at 7:00 p.m. to receive verbal and written submissions in regards to:

- 7:00 Discretionary Use: Sale and Storage of Consumer Fireworks, 40 Great Plains Road
- 7:05 Discretionary Use: Cannabis Production, Unit #14 Condo Plan 102285378 in the New Horizon Business Park.
- 7:10 Discretionary Use: Cannabis Retail Store, 36 Great Plains Road – Application Withdrawn
- 7:15 Bylaw No. 2020-20 A Bylaw to Regulate the sale and use of fireworks.

The following members of Council were present:

Reeve: Mitchell Huber
Councillor Division 1: Craig Strudwick
Councillor Division 2: Stan Capnerhurst
Councillor Division 3: Wayne Joyce
Councillor Division 6: Tim Brodt

Municipal Staff in attendance:
Manager of Planning & Development: Jana Jedlic
Planner II: Jessica Mitchell
Planner I & Development Officer: Susan Stevenson
Planning Summer Student: Ross Zimmermann
Administrator & CAO Kim McIvor

Reeve Huber noted the time being **7:00 p.m.**; called the Public Hearing to order for the Discretionary Use application for the Sale and Storage of consumer Fireworks at 40 Great Plains Road.

Louise Knowles was in attendance in the Gallery and Kelly Guile was present for the public hearing via the electronic Zoom Meeting App.

Manager of Planning & Development Jana Jedlic gave an overview of the Discretionary Use on the Sale and Storage of Consumer Fireworks at 40 Great Plains Road.

Written and Verbal Submissions:

Reeve Huber asked for written submissions.
Planner II Jessica Mitchell informed Council none were received.
Reeve Huber asked for any verbal submissions: None were given

2020-06-01

Councillor Brodt: That we acknowledge there were no written submissions and no verbal presentations to Council in regard to the Discretionary Use application for the Sale and Storage of Consumer Fireworks at 40 Great Plains Road.

Carried.

Reeve Huber noted the time being **7:05 p.m.**; called the Public Hearing to order for the Discretionary Use application for Cannabis Production in Unit #14 Condo Plan 102285378 in New Horizon Business Park.

Louise Knowles and Drew Erickson were in attendance in the Gallery and Kelly Guile was present for the public hearing via the electronic Zoom Meeting App

Planner II Jessica Mitchell gave an overview of the Discretionary Use application for Cannabis Production in Unit #14 Condo Plan 102285378 in New Horizon Business Park.

Written & Verbal Submissions:

Reeve Huber asked for written submissions in regards to the Discretionary Use application for Cannabis Production in Unit #14 Condo Plan 102285378 in New Horizon Business Park.
Planner II Jessica Mitchell informed Council none were received.
Reeve Huber asked for any verbal submissions: None were given.

2020-06-02

Councillor Joyce: That we acknowledge there were no written submissions and no verbal presentations to Council in regard to the Discretionary Use application for Cannabis Production in Unit #14 Condo Plan 102285378 in New Horizon Business Park.



Carried.

R.M. of Edenwold No.158

Public Meeting Minutes

June 9th, 2020

Reeve Huber noted the time being 7:15 p.m.; called the Public Hearing to order for Bylaw No.2020-20 A Bylaw to regulate the sale and use of fireworks

Louise Knowles and Drew Erickson were in attendance in the Gallery and Kelly Guile was present for the public hearing via the electronic Zoom Meeting App

Planning Summer Student Ross Zimmermann gave an overview of Bylaw 2020-20 A Bylaw to regulate the sale and use of Fireworks.

Written & Verbal Submissions:

Reeve Huber asked for written submissions in regards to Bylaw No.2020-20 A Bylaw to regulate the sale and use of fireworks. The following written submission was read aloud by Planning Summer Student Ross Zimmermann

1. Louise Knowles – Section 4.5 notwithstanding 4.4 about the discharging of fireworks involving property area, location to property, and Section 4.6 in regards to discharging fireworks around woodlands

Reeve Huber asked for any verbal submissions:

1. Drew Erikson – Relative setback to the property lines, and how do the Federal Laws apply to the discharging of fireworks

2020-06-03

Councillor Brodt: That we acknowledge that there was one (1) written submission and one (1) verbal presentation to Council in regard to Bylaw No.2020-20 A Bylaw to regulate the sale and use of fireworks.

Carried.

2020-06-04

Reeve Huber: That we hereby adjourn the Public Hearing with the time being noted as 7:27 p.m.

Carried.


Reeve


Administrator

P.4 COUNCIL MEETING, JULY 27, 2021- BYLAW NO. 2021-37



RM of Edenwold
Meeting Minutes
Public Hearing Meeting July 27, 2021 - 01:35 PM

Minutes of a Public Hearings Meeting of the Council of the Rural Municipality of Edenwold No. 158 held on Tuesday, July 27, 2021, in the Council Chamber of the Municipal Building, located at 100 Hutchence Road, Emerald Park, Saskatchewan, to receive verbal and written submissions in regards to:

- 1:35 p.m.** Bylaw No. 2021-33: A Bylaw to Amend Zoning Bylaw No. 2019-20 - Text Amendments
- 1:40 p.m.** Bylaw No. 2021-35: Zoning Map Amendment, Parcel B, SE ¼ 10-19-17-W2M, AR to CR1
- 1:45 p.m.** Bylaw No. 2021-38: Zoning Map Amendment, Parcel A, SW 27-16-18-W2M, AR to CR1
- 1:50 p.m.** Bylaw No. 2021-37: Zoning Map Amendment Parcel D, SE 06-18-18 W2M from AR to FD

The following members of Council were present:

Reeve Mitchell Huber

- Councillors:
- Division #1 Craig Strudwick
 - Division #2 Stan Capnerhurst
 - Division #4 Karen Kotylak
 - Division #5 Dwayne Radmacher
 - Division #6 Tim Brodt
 - Division #7 Rod Tuchscherer

Municipal Staff in Attendance:

Chief Operations Officer: Sameh Nashed

Administrator: Karen Zaharia

Manager of Planning & Development: Paige Boha

Call to Order

Reeve Huber noted the time being 1:35 p.m.; called the Public Hearing to order with it noted that there were no members of the public in attendance in the council chambers gallery or via zoom.

1:35 p.m. Bylaw No. 2021-33: A Bylaw to Amend Zoning Bylaw No. 2019-20 - Text Amendments

Manager of Planning & Development Paige Boha gave an overview of Bylaw No. 2021-33 being a bylaw to amend Bylaw No. 2019-20 by amending:

- Section 4.11: Fences and Hedges Height in Commercial 1 (COM1), High Profile Commercial (HPC), General Industrial (IND1) and Agricultural Resource (AR) zoning districts;
- Section 5.22: Commercial Telecommunications Facility and Tower;
- Section 8.2: Country Residential District 1 (CR 1) - Discretionary Uses;
- Section 10.4: Country Residential District (CR 3) Setbacks and Site Regulations;
- Section 17.2: Shopping Centre District (SC) - Discretionary Uses.

Reeve Huber asked for written submissions in regards to Bylaw No. 2021-33. Manager of Planning & Development Paige Boha informed Council none were received. Reeve Huber asked for any verbal submissions: None were given.

Res. No:
2021-07-05

Bylaw No. 2021-33: A Bylaw to Amend Zoning Bylaw No. 2019-20 - Text Amendments
Moved By: Councillor Tuhscherer

THAT we acknowledge there were no written and no verbal submissions in regards to Bylaw No. 2021-33.

CARRIED

1:40 p.m. Bylaw No. 2021-35: Zoning Map Amendment, Parcel B, SE ¼ 10-19-17-W2M, AR to CR1

Manager of Planning & Development Paige Boha gave an overview of Bylaw No. 2021-35 being a bylaw to amend Bylaw No. 2019-20 known as the Zoning Bylaw by rezoning Parcel B, SE 10-19-17 W2M from AR – Agricultural Resource to CR1 - Country Residential 1.

Reeve Huber asked for written submissions in regards to Bylaw No. 2021-35. Manager of Planning & Development Paige Boha informed Council none were received. Reeve Huber asked for any verbal submissions: None were given.

Res. No:
2021-07-06

Bylaw No. 2021-35: Zoning Map Amendment, Parcel B, SE ¼ 10-19-17-W2M, AR to CR1
Moved By: Councillor Radmacher

THAT we acknowledge there were no written and no verbal submissions in regards to Bylaw No. 2021-35.

CARRIED

1:45 p.m. Bylaw No. 2021-38: Zoning Map Amendment, Parcel A, SW 27-16-18-W2M, AR to CR1

Warren and Gina Anaka joined the public hearing at 1:45 p.m.

Manager of Planning & Development Paige Boha gave an overview of Bylaw No. 2021-38 being a bylaw to amend Bylaw No. 2019-20 known as the Zoning Bylaw by rezoning Parcel A, SW 27-16-18 W2M from AR – Agricultural Resource to CR1 - Country Residential 1.

Reeve Huber asked for written submissions in regards to Bylaw No. 2021-38. Manager of Planning & Development Paige Boha informed Council none were received. Reeve Huber asked for any verbal submissions: None were given.

Res. No:
2021-07-07

Bylaw No. 2021-38: Zoning Map Amendment, Parcel A, SW 27-16-18-W2M, AR to CR1
Moved By: Councillor Brodt

THAT we acknowledge there were no written and no verbal submissions in regards to Bylaw No. 2021-38.

CARRIED

Warren & Gina Anaka left the council meeting at 1:48 p.m.

1:50 p.m. Bylaw No. 2021-37: Zoning Map Amendment Parcel D, SE 06-18-18 W2M from AR to FD

Manager of Planning & Development Paige Boha gave an overview on Bylaw No. 2021-37 being a bylaw to amend Bylaw No. 2019-20 known as the Zoning Bylaw by rezoning Parcel D, SE 6-18-18 W2M from AR – Agricultural Resource to FD - Future Development.

Reeve Huber asked for written submissions in regards to Bylaw No. 2021-37. Manager of Planning & Development Paige Boha informed Council there was one written submission received from the City of Regina and read the submission aloud which spoke to the adjacent road being used as a heavy haul road and the lack of desire for the City to participate financially to any future road upgrades needed. Also, the Regina Police Service (RPS) training site is located north of the subject property, and may create the potential for noise and occasional vibrations. Reeve Huber asked for any verbal submissions: None were given.

Res. No: 2021-07-08
Bylaw No. 2021-37: Zoning Map Amendment Parcel D, SE 06-18-18 W2M from AR to FD

Moved By: Councillor Kotylak

THAT we acknowledge there was one written submission and no verbal submissions in regards to Bylaw No. 2021-37.

CARRIED


Res. No: 2021-07-09
Adjournment
Moved By: Reeve Huber

THAT we hereby adjourn the Public Hearing with the time being noted as 1:53 p.m.

CARRIED



Reeve



Administrator

P.5 COUNCIL MEETING, NOVEMBER 08, 2021- BYLAW NO. 2021-37



RM of Edenwold
Meeting Minutes
Regular Council Meeting November 8, 2021 - 09:00 AM

Minutes of a Regular Meeting of the Council of the Rural Municipality of Edenwold No. 158 held on Monday, November 8, 2021, in the Council Chamber of the Municipal Building, located at 100 Hutchence Road, Emerald Park, Saskatchewan, the following were present:

Reeve Mitchell Huber

Councillors: Division #1 Craig Strudwick
Division #2 Stan Capnerhurst
Division #3 Alan Trainor
Division #4 Karen Kotylak
Division #5 Dwayne Radmacher
Division #6 Tim Brodt
Division #7 Rod Tuchscherer

Chief Operations Officer: Sameh Nashed

Administrator: Karen Zaharia

Financial Officer: Sara Gartshore

Manager of Engineering & Public Works: Clark Gates

Call to Order

With a quorum present, Reeve Huber called the meeting to order at 9:00 a.m.

Oath of Office: Division 3 Councillor

Division 3 Councillor Alan Trainor signed his *Oath of Office - Member of Council* as per section 3 of *The Municipalities Regulations* and section 94 of *The Municipalities Act* and handed in his completed Public Disclosure Statement.

Res. No: Meeting Minutes: October 26, 2021
2021/767 **Moved By:** Councillor Brodt

THAT the minutes of the regular meeting held on October 26, 2021 be approved as circulated and presented.

CARRIED

Res. No: Special Council Meeting Minutes: November 3, 2021
2021/768 **Moved By:** Councillor Strudwick

THAT the minutes of the special council meeting held on November 3, 2021 be approved as circulated and presented.

CARRIED

Res. No: List of Accounts:
2021/769 **Moved By:** Councillor Tuchscherer

THAT the list of accounts consisting of cheques #714 to #765 & 11 other EFT payments totaling \$636,135.07 plus October 16-31, 2021 payroll totaling \$48,621.78 be approved for payment.

 **CARRIED**

Res. No: Statement of Financial Activities - October 2021
2021/770 **Moved By:** Councillor Kotylak

THAT we approve the Statement of Financial Activities for October 2021 as circulated and presented.

CARRIED

Res. No: Bank Reconciliation: October 2021
2021/771 **Moved By:** Councillor Tuhscherer

THAT the October 2021 bank reconciliation be acknowledged as presented.

CARRIED

Financial Officer Report: 9:12 a.m. to 9:40 a.m.

Financial Officer Sara Gartshore presented the Financial Officer's Report to Council.

Res. No: Rescind Motion #2021/718
2021/772 **Moved By:** Councillor Tuhscherer

THAT we rescind motion #2021/718 passed at the October 12, 2021 council meeting approving to cover the cost of eligible expenses in the amount of \$75,000.00 for the Municipal District initiative with the Village of Edenwold until we receive the TSSI grant funding from the provincial government.

CARRIED

Res. No: Municipal District Initiative
2021/773 **Moved By:** Councillor Radmacher

THAT we hereby approve to cover the cost of eligible expenses in the amount of \$110,000.00 for the Municipal District initiative with the Village of Edenwold until we receive the TSSI grant funding from the provincial government.

CARRIED

Financial Officer Sara Gartshore was excused from the council meeting at 9:40 a.m.

Engineering & Public Works Report: 9:41 a.m. to 11:10 a.m.

Manager of Engineering & Public Works Clark Gates presented his report to Council on the following topics:

- asset management;
- bridge repairs;
- pathway lighting;
- tennis/pickleball court surfacing quotes;
- gravel crushing tender to be posted on SaskTenders today;
- dust control complaint; and
- update on the Grid 2190 clay capping project.

Manager of Engineering & Public Works Clark Gates was excused from the council meeting at 11:10 a.m.



Res. No: 2021/774
Recess: 11:10 a.m.
Moved By: Reeve Huber
THAT the time being 11:10 a.m. we take a 15-minute recess.
CARRIED


Res. No: 2021/775
Reconvene: 11:25 a.m.
Moved By: Reeve Huber
THAT the time being 11:25 a.m. we reconvene our regular meeting of Council.
CARRIED

Res. No: 2021/776
October Water Report
Moved By: Councillor Trainor
THAT we accept the October 2021 Monthly Water Report as presented with it noted no upset conditions occurred during this period.
CARRIED

Res. No: 2021/777
Rural Public Works Maintenance Personnel Resignation: B. Lermaniaux
Moved By: Councillor Brodt
THAT we hereby accept the written resignation of Rural Public Works Maintenance Personnel Brad Lermaniaux with his last day being Friday, October 29, 2021, and we wish him all the best in his future endeavours.
CARRIED

Res. No: 2021/778
SARM Benefits Plan 2022
Moved By: Councillor Kotylak
THAT we make application to continue with our participation in the SARM Benefits Plan in 2022, in respect to our current employees and any new employees who are enrolled in the future; and further, we select the \$50,000 group coverage option for Elected & Appointed Officials and include the volunteer fire fighter option to our plan.
CARRIED

Res. No: 2021/779
2022 Reduced EI Premium Rate
Moved By: Councillor Brodt
THAT we acknowledge the 2022 *Notice of Reduced Employment Insurance Premium Rate* of 1.172 times the employee premium due to the Municipality participating in an approved coverage plan through SARM.
CARRIED

Res. No: 2021/780
Road Closure Request - Road West of SW 28-17-17 W2
Moved By: Councillor Strudwick
THAT we hereby direct Administration to prepare a bylaw for the road closure and an agreement for Lease of Roadway for the road west of SW 28-17-17 W2 and that public notification be followed in accordance with the Municipality's Public Notice Bylaw.

CARRIED

Res. No: 2021/781
Tax Enforcement: Six Month Notice
Moved By: Councillor Tuhscherer

THAT we hereby authorize the Administrator to start proceedings with the six month notice for the following lands in settlement of tax arrears:

Interest Reg #	Land Location
123 571 391	Block A, 102182239, ext. 0
123 571 391	SW 9-18-18 W2, ext. 0
123 577 960	LSD 12, 30-18-17 W2, ext. 41
123 577 960	LSD 11, 30-18-17 W2, ext. 40
123 577 960	LSD 8, 30-18-17 W2, ext. 47
123 577 960	LSD 7, 30-18-17 W2, ext. 46
123 577 960	NE 28-19-17 W2, ext. 0
123 577 960	Block C, 102090709, ext. 0
123 574 282	Block C, 102275007, ext. 0
123 574 349	Block A, 102279999, ext. 0
123 574 349	Lot 8, Block 22, 101312839, ext. 0
123 574 349	Lot 40, Block 22, 01RA01836, ext. 0
123 574 406	Lot 14, Block 2, 102016370, ext. 0
123 571 234	Lot 14, Block 3, 102234158, ext. 0
123 571 234	Lot T, Block 1, 101838203, ext. 1
123 571 234	Lot 10, Block 16, 96R64677, ext. 0
123 574 338	Lot 17, Block 3, 101958699, ext. 0
124 280 669	Block A, 102140323, ext. 0
124 280 647	NE 6-18-18 W2, ext. 12
124 280 647	Block B, 101145114, ext. 13
124 280 647	NW 6-18-18 W2, ext. 15
124 280 715	Block A, 101919270, ext. 0
124 280 670	Lot 9, Block 2, 90R49451, ext. 0
124 280 670	Lot 7, Block 3, 82R55477, ext. 0
124 280 670	Block H, 101950174, ext. 0
124 280 704	Lot 16, Block 1, 101958699, ext. 0
124 280 704	Lot 22, Block 1, 101958699, ext. 0
124 280 692	Unit 4, Condo Plan 97R30922

CARRIED

Res. No: 2021/782
Tax Enforcement: Request for Consent
Moved By: Councillor Kotylak

THAT we hereby authorize the Administrator to start proceedings to request title for the following lands in settlement of tax arrears:

Interest Reg #	Land Location
122 999 484	Lot 41, Block 9, Plan 102136216, ext. 0
123 000 938	Lot B, Block 2, 87R29285, ext. 0
123 000 938	Lot 10, Block 3, 82R55377 ext. 0
123 004 572	Lot 5, Block L, 102019643, ext. 0
122 999 530	SE 28-19-17 W2, ext. 1
122 999 530	SE 28-19-17 W2, ext. 2
122 999 451	Block B, 92R47574, ext. 1
122 999 451	Block E, 88R70836, ext. 0
122 999 451	NW 12-19-17 W2, ext. 2
122 999 440	Block A, 101950758, ext. 0
122 391 019	Block J, 01RA05443, ext. 96

CARRIED

Administration Report: 11:39 a.m. to 12:01 p.m.

Administrator Karen Zaharia presented the Administration Report to Council on the following topics:

- update on the Board of Revision decisions on the assessment appeals;
- Regina District Association of Rural Municipalities convention postponed until March 31 & April 1, 2022;
- interim audit scheduled; and
- date for 2022 "In Camera" budget deliberations.

Res. No: "In Camera" Preliminary 2022 Budget Meeting
2021/783 **Moved By:** Councillor Trainor

THAT we have an *In Camera as a Committee of the Whole* preliminary 2022 budget meeting on Thursday, November 25, 2021 at 9:00 p.m. as per section 16(1)(e) of *The Local Authority Freedom of Information and Protection of Privacy Act*.

CARRIED

Res. No: Recess: 12:01 p.m.
2021/784 **Moved By:** Reeve Huber

THAT the time being 12:01 p.m. we recess for lunch.

CARRIED

Res. No: Reconvene: 1:26 p.m.
2021/785 **Moved By:** Reeve Huber

THAT the time being 1:26 p.m. we reconvene our regular meeting of Council.

CARRIED

Manager of Planning & Development Paige Boha joined the council meeting at 1:26 p.m.

Res. No: Recess: 1:30 p.m.
2021/786 **Moved By:** Reeve Huber

THAT the time being 1:30 p.m. we recess for the following public hearings:

- 1:30 p.m. Bylaw No. 2021-53: Zoning Bylaw Text Amendment
- 1:35 p.m. Bylaw No. 2021-37: Zoning Map Amendment, Parcel D, SE 6-18-18-W2, AR to FD

CARRIED

Res. No: Reconvene: 1:39 p.m.
2021/787 **Moved By:** Reeve Huber

THAT the time being 1:39 p.m. we reconvene our regular meeting of Council.

STA

CARRIED

Res. No: **Bylaw No. 2021-53: Zoning Bylaw Text Amendment - 2nd Reading**
2021/788 **Moved By:** Councillor Strudwick

THAT Bylaw No. 2021-53 being a bylaw to amend Bylaw No. 2019-20 known as the Zoning Bylaw with text changes to the following sections:

- Section 2 – Definitions
- Section 3.6 – Development Not Requiring a Development Permit
- Section 4.14 – Approaches
- Section 4.19 – Public Utilities and Municipal Services
- Section 5.32 – Artist Studio
- Section 8.2 – CR1 Discretionary Uses
- Section 9.2 – CR2 Discretionary Uses
- Section 10.2 – CR3 Discretionary Uses
- Section 11.2 – R1 Discretionary Uses
- Section 12.2 – R2 Discretionary Uses
- Section 13.2 – R3 Discretionary Uses
- Section 17.1 – SC Permitted Uses
- Section 19.1 – IND1 Permitted Uses

be given second reading.

CARRIED

Res. No: **Bylaw No. 2021-53: Zoning Bylaw Text Amendment - 3rd Reading**
2021/789 **Moved By:** Councillor Strudwick

THAT Bylaw No. 2021-53 being a bylaw to amend Bylaw No. 2019-20 known as the Zoning Bylaw with text changes to the following sections:

- Section 2 – Definitions
- Section 3.6 – Development Not Requiring a Development Permit
- Section 4.14 – Approaches
- Section 4.19 – Public Utilities and Municipal Services
- Section 5.32 – Artist Studio
- Section 8.2 – CR1 Discretionary Uses
- Section 9.2 – CR2 Discretionary Uses
- Section 10.2 – CR3 Discretionary Uses
- Section 11.2 – R1 Discretionary Uses
- Section 12.2 – R2 Discretionary Uses
- Section 13.2 – R3 Discretionary Uses
- Section 17.1 – SC Permitted Uses
- Section 19.1 – IND1 Permitted Uses

be given third and final reading, and further; THAT we direct the Planning & Development Department to submit the Bylaw to Community Planning for approval.

CARRIED

Res. No: **Bylaw No. 2021-37: Zoning Map Amendment Parcel D, SE 6-18-18 W2, AR to FD - Rescind 2nd Reading**
2021/790 **Moved By:** Councillor Radmacher

THAT motion #2021/535 made on July 27, 2021 for second reading of Bylaw No. 2021-37 being a bylaw to amend Bylaw No. 2019-20 be rescinded due to an error in the newspaper advertisement.

CARRIED

Res. No: Bylaw No. 2021-37: Zoning Map Amendment Parcel D, SE 6-18-18 W2, AR to FD - Rescind 3rd
2021/791 **Reading**
Moved By: Councillor Kotylak

THAT motion #2021/601 made on August 24, 2021 for third and final reading of Bylaw No. 2021-37 being a bylaw to amend Bylaw No. 2019-20 be rescinded due to an error in the newspaper advertisement.

CARRIED

Res. No: Bylaw No. 2021-37: Zoning Map Amendment Parcel D, SE 6-18-18 W2, AR to FD - 2nd Reading
2021/792 **Moved By:** Councillor Kotylak

THAT Bylaw No. 2021-37 being a bylaw to amend Bylaw No. 2019-20 known as the Zoning Bylaw by rezoning Parcel D, SE 6-18-18 W2 from AR – Agricultural Resource to FD - Future Development be given second reading,

CARRIED

Res. No: Bylaw No. 2021-37: Zoning Map Amendment Parcel D, SE 6-18-18 W2, AR to FD - 3rd Reading
2021/793 **Moved By:** Councillor Brodt

THAT Bylaw No. 2021-37 being a bylaw to amend Bylaw No. 2019-20 known as the Zoning Bylaw by rezoning Parcel D, SE 6-18-18 W2 from AR – Agricultural Resource to FD - Future Development be given third and final reading, and further; THAT we direct the Planning & Development Department to submit the Bylaw to Community Planning for approval.

CARRIED

Res. No: Bylaw No. 2021-59: Zoning Bylaw Amendment, Parcel A, NW 29-17-18 W2, Ext 1, AR to CR1-C -
2021/794 **1st Reading**
Moved By: Councillor Kotylak

THAT Bylaw No. 2021-59 being a bylaw to amend Bylaw No. 2019-20 known as the Zoning Bylaw by rezoning Parcel A, NW 29-17-18 W2 from AR – Agricultural Resource to CR1 - Country Residential 1 - Contract Zone be given first reading, and further; THAT we authorize the Planning Department to proceed with the public notification requirements and schedule a public hearing.

CARRIED

Res. No: Bylaw No. 2021-60: OCP Future Land Use Map Amendment, Parcel A, NW 29-17-18 W2, Ext 1,
2021/795 **AR to CR1-C - 1st Reading**
Moved By: Councillor Brodt

THAT Bylaw No. 2021-60 being a bylaw to amend the OCP Future Land Use Map to re-designate Parcel A, NW 29-17-18 W2 from Agricultural to Residential, be given first reading, and further; THAT we authorize the Planning Department to proceed with the public notification requirements.

CARRIED

Res. No: Bylaw No. 2021-61: Tax Exemption Bylaw (Unit 35 & 36, 6 Ratner St) - 1st Reading
2021/796 **Moved By:** Councillor Tuchscherer

THAT Bylaw No. 2021-61 being a bylaw to provide for entering into an agreement for exemption from taxation for Unit 35 & Unit 36, Condo Plan 102262182, ext. 0, in NE 21-17-18 W2 be given first reading.

CARRIED

Res. No: **Bylaw No. 2021-61: Tax Exemption Bylaw (Unit 35 & 36, 6 Ratner St) - 2nd Reading**
2021/797 **Moved By:** Councillor Trainor

THAT Bylaw No. 2021-61 being a bylaw to provide for entering into an agreement for exemption from taxation for Unit 35 & Unit 36, Condo Plan 102262182, ext. 0, in NE 21-17-18 W2 be given second reading.

CARRIED

Res. No: **Bylaw No. 2021-61: Tax Exemption Bylaw (Unit 35 & 36, 6 Ratner St) - 3 Readings**
2021/798 **Moved By:** Councillor Kotylak

THAT Bylaw No. 2021-61 being a bylaw to provide for entering into an agreement for exemption from taxation for Unit 35 & Unit 36, Condo Plan 102262182, ext. 0, in NE 21-17-18 W2 be given three readings at this meeting.

CARRIED UNANIMOUSLY

Res. No: **Bylaw No. 2021-61: Tax Exemption Bylaw (Unit 35 & 36, 6 Ratner St) - 3rd Reading**
2021/799 **Moved By:** Councillor Radmacher

THAT Bylaw No. 2021-61 being a bylaw to provide for entering into an agreement for exemption from taxation for Unit 35 & Unit 36, Condo Plan 102262182, ext. 0, in NE 21-17-18 W2 be given third and final reading.

CARRIED

Res. No: **Subdivision Approval for a Parcel Tie Code Removal on the SE 5-18-17 W2 Ext 1, 2 & 3**
2021/800 **Moved By:** Councillor Strudwick

THAT we recommend subdivision approval to remove the parcel tie code between SE 5-18-17 W2 Ext 1 (Surface Parcel 110347039), SE 5-18-17 W2 Ext 2 (Surface Parcel 110341875) and SE 5-18-17 W2 Ext 3 (Surface Parcel 110341886) as show on the three Parcel Pictures from ISC and direct the Reeve and Administrator to execute the Service Agreements as written, with it being noted that the servicing agreement fees and Municipal Reserve cash-in-lieu have been paid and the application complies with the RM's Official Community Plan and Zoning Bylaw.

CARRIED

Manager of Planning & Development Paige Boha was excused from the council meeting at 2:16 p.m.

Res. No: **Recess: 2:18 p.m.**
2021/801 **Moved By:** Reeve Huber

THAT the time being 2:18 p.m. we take a 5-minute recess.

CARRIED

Res. No: **Reconvene: 2:23 p.m.**
2021/802 **Moved By:** Reeve Huber

THAT the time being 2:23 p.m. we reconvene our regular meeting of Council.


CARRIED

Chief Operations Officer Report: 2:23 p.m. to 3:36 p.m.

Chief Operations Officer Sameh Nashed presented the COO Report to Council on the following topics:

- update on the fire hall;
- Wastewater Authority activities;
- IT implementation;
- Municipal District initiative; and
- human resources.

Res. No: 2021/803
In Camera: 3:24 p.m.
Moved By: Councillor Brodt

THAT we recess and deliberations continue In Camera as a *Committee of the Whole* at 3:24 p.m. as per section 120(2)(a) of *The Municipalities Act* and 16(1)(b) of *The Local Authority Freedom of Information and Protection of Privacy Act*, to discuss human resources.

CARRIED

Res. No: 2021/804
Out of Camera: 3:29 p.m.
Moved By: Councillor Kotylak

THAT we move out of In Camera as a *Committee of the Whole* and reconvene the regular meeting of Council at 3:29 p.m.

CARRIED

Council Reports & Roundtable: 3:36 p.m. to 3:40 p.m.

Council presented their reports on the following topics:

- bushes along areas of Emerald Park walking pathway to be trimmed;
- Wastewater Authority activities; and
- EMO meeting update.

Res. No: 2021/805
Correspondence
Moved By: Councillor Kotylak

THAT the following correspondence be hereby acknowledged and filled:

- CN Rail: News Releases October 27 & November 3 & 4, 2021;
- White Butte RCMP Occurrence Reports: September & October 2021;
- White City Fire Dept - Fire Call October 23, 2021.

CARRIED


Res. No: 2021/806
Adjournment
Moved By: Councillor Tuchscherer

THAT this meeting be hereby adjourned at 3:47 p.m. with our next regular meeting of Council to be held on Tuesday, November 23, 2021 commencing at 9:00 a.m.

CARRIED



Reeve



Administrator