



FIXED FARMLAND AGREEMENT

Agreement dated May 12, 2022

Between:

JOSEPH WERNER SALIGER and ROBERTA JOYCE SALIGER, of the City of Moose Jaw in the Province of Saskatchewan (the "Owners")

- and -

CITY OF MOOSE JAW, a municipal corporation continued under *The Cities Act* (the "City")

WHEREAS subsection 168(1) of *The Cities Act*, SS 2002, c C-11.1 (the "**Act**") provides, *inter alia*, that, "[s]ubject to subsection (2), ... if, within the city, there is land used exclusively for farming purposes, and a person whose principal occupation is farming is assessed with respect to the land, the council may enter into an agreement with the owner of that land providing for... a fixed rate of taxation on the assessed value of the property...";

AND WHEREAS subsection 168(2) of the Act provides that "[n]o agreement pursuant to subsection (1) is to be entered into: (a) unless it is authorized by bylaw; (b) with respect to any land of an owner comprising less than eight hectares; or (c) with respect to any land that has been subdivided into lots";

AND WHEREAS land (hereinafter referred to as "the land"), described as follows is located in the City and is used exclusively for farming purposes:

Surface Parcel #s 102540732 and 166252327

Reference Land Description: SW 28-16-26-W2M, Ext 1 & 3

Together comprising of 65.139 hectares (160.960 acres) of land.

AND WHEREAS the Owners own the land;

AND WHEREAS the above described land is not subdivided into lots, but is used exclusively for farming purposes:

AND WHEREAS the Owners are assessed with respect to the land but do not farm as a principal occupation:

3. TERMS AND CONDITIONS

3.1 The land and every improvement thereon that is used exclusively for farming purposes shall be taxed in accordance with the provisions of the Act except that the rate of taxation shall be the rate that would be applied by the Rural Municipality of Moose Jaw No. 161 if the land were located in the Rural Municipality. The applicable rate of taxation shall include the mill rate set by the Rural Municipality and any rate or rates levied by the Rural Municipality on behalf of any other taxing authority and subject to any mill rate factors that would be applied by the Rural Municipality.

3.2 As of January 1, 2021, the following fair values have been assessed on the land and existing residential-use improvements:

(a) Agricultural

Land Fair Value	\$266,100
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(b) Residential

Land Fair Value	\$308,700
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Improvements Fair Value	\$272,900
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Residential Exemption	\$146,350
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Infrastructure Levy Exemption	\$65
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3.3 This Agreement shall not cover a longer period than five (5) years, being from 2022 to 2026, inclusive, or until the City is re-assessed, whichever occurs first.

3.4 The Owners shall notify the City immediately should the Owners no longer be eligible or the level of eligibility change in regard to the Residential Exemption listed above pursuant to *The Municipalities Act*, SS 2005, c M-36.1, s 293.

3.5 This Agreement does not include any subdivided land.

4. TERMINATION

4.1 This Agreement is deemed to have been terminated and shall be void on:

- (a) the land or any improvements are sold and registered in the name of a party other than the Owners;
- (b) the expiry of December 31, 2026;
- (c) the Owner being in breach of this Agreement;
- (d) the placement, erection or construction of any additional improvement on the land after the date of which this Agreement became effective;
- (e) the use of any part of the land or any improvement located thereon for any purpose other than farming;
- (f) the Owners ceasing to own a part of the land that results in reducing the Owner's ownership to less than eight (8) hectares;
- (g) the subdivision of the land or any part of the land into lots.

4.2 The Owners shall notify the City if, and when, the land or any improvements are sold during the term of this Agreement as set forth in Article 3.3 or any other termination provisions listed in Article 4.1 occur. In the event the said notification is not provided to the City, the Owners shall be responsible for the repayment of the taxes that would be levied following the date of termination.

4.3 If the Owners are convicted of any contravention of the Act, The Weed Control Act, SS 2010, c W-11.1, The Planning and Development Act, SS 2007, c P-13.2, or a municipal bylaw in respect of its ownership of the land or any improvements located thereon, the City may terminate this Agreement and, thereafter, levy and collect all taxes that would ordinarily be levied in respect of the land and improvements.

5. LIABILITY RE: TAXES AND OTHER CHARGES LEVIED

5.1 The Owners shall be liable for all taxes and other charges that may be levied or assessed in respect of the land, from time to time, which have not been altered pursuant to the terms of this Agreement.

6. OUTSTANDING TAXES AND CHARGES

6.1 A tax alteration that is provided for in a year by this Agreement shall be ineffective so long as taxes levied in respect of the land or any improvements located thereon or any assessment for local improvements is unpaid after December 31st of that year.

7. ASSIGNMENT OF AGREEMENT

- 7.1 The Owners shall not assign this Agreement without the express written consent of the City.
- 7.2 If the Owners conveys their interest in the land or any improvements located thereon and the City has not consented in writing to an assignment of this Agreement, the City may terminate this Agreement, and, thereafter, levy and collect the taxes that would ordinarily be levied in respect of the land and improvements.

8. ENTIRE AGREEMENT

- 8.1 It is agreed that this written instrument embodies the entire Agreement of the parties hereto with regard to the matters dealt with herein and that no understanding or agreements, verbal, or otherwise, exist between the parties except as herein expressly set out.

9. INTERPRETATIONS

- 9.1 This Agreement shall be construed and interpreted according to the laws of Saskatchewan and any cause of action arising out of this Agreement shall be deemed to have arisen at Moose Jaw, Saskatchewan and any such cause of action shall be tried in the Judicial Centre in which Moose Jaw is situated.
- 9.2 In this Agreement words importing the singular number shall include the plural and vice versa and words importing gender, whether masculine, feminine or neuter, shall include any gender, all as the context requires.

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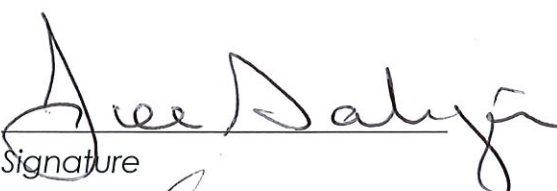
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10. COUNTERPARTS


10.1 This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile, or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

IN WITNESS WHEREOF the **Owners** have set their hands and seals on the day and year first above written.


Witness


Signature


Witness


Signature

IN WITNESS WHEREOF the **City** has hereunto affixed its corporate seal as attested to by the hands of its duly authorized officers on the day and year first above written.

CITY OF MOOSE JAW




MAYOR


CITY CLERK

AFFIDAVIT OF WITNESS

I, Mamie Loney of Moose Jaw, Saskatchewan,
MAKE OATH AND SAY THAT:

1. I was personally present and did see JOSEPH WERNER SALIGER and ROBERTA JOYCE SALIGER, the persons named in the within Agreement, who are personally known by me, duly sign the Agreement.
2. The document was executed at the City of Moose Jaw, Saskatchewan on May 12, 2022, and that I am the subscribing witness thereto.
3. I know JOSEPH WERNER SALIGER and ROBERTA JOYCE SALIGER and they are in my belief eighteen (18) years old or more.

SWORN before me at the City of)
Moose Jaw, Saskatchewan, on)
May 12, 2022)

[Signature])
)

A Commissioner for Oaths for
Saskatchewan

~~Being a Lawyer (or)~~

My commission expires: April 30, 2026

[Signature]
signature of witness