

# Dundurn Rural Water Utility Developer Agreement

BETWEEN

**DUNDURN RURAL WATER UTILITY**

P.O. Box 442  
Dundurn, Saskatchewan S0K 1K0  
(hereinafter called the "Utility")

AND:

\_\_\_\_\_  
(Developer Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Daytime Phone) (Cell Phone)

\_\_\_\_\_  
(e-mail address)  
(Hereinafter called the "Developer")

**Description of Location for which water service is required (Hereinafter called the "Development"):**

Name of Development: \_\_\_\_\_

Legal Land Description: \_\_\_\_\_

Number of residential connections: \_\_\_\_\_ @ \_\_\_\_\_ ipgm

Number of commercial connections: \_\_\_\_\_ @ \_\_\_\_\_ ipgm

Municipal approval?  YES  NO  N/A

Date of approval: \_\_\_\_\_

Community Planning Approval?  YES  NO  N/A

Date of approval: \_\_\_\_\_

Do you have a plan of proposed subdivision?  YES  NO  N/A

If "Yes", a copy of the Plan must be attached to this application as Appendix "A";

**ARTICLE 1. RECITALS**

WHEREAS the Utility owns and operates a water delivery system which supplies water from the Sask Water system at the City of Saskatoon in the Province of Saskatchewan to rural areas in Saskatchewan, and which may include ancillary services for electronic remote metering and other forms of data transmission, (hereinafter the "Delivery System");

AND WHEREAS the Developer desires to obtain water service for the Development, and the Utility wishes to provide water service for the Development provided that the Delivery System will have the capacity to provide the required water service for the Development;

NOW THEREFORE In consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

**ARTICLE 2. DEFINITIONS**

**2.1 Definitions**

2.1.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Board** – means the Board of Directors of the Utility;

**Curb stop** – a water service connection to an individual subscriber;

**Development** – the area of land being developed by the Developer as shown in Schedule “A” to this Agreement;

**Delivery System** – the water system currently owned and operated by the Utility;

**Final Cost** – the final cost to the Developer for the construction and extension of the Delivery System to the Development, and installation of the curb stops in the Development, including any adjustments to the cost specified in the Estimate, and any change orders required or requested;

**Utility** – the Dundurn Rural Water Utility;

**Work** – the work to be done by the Utility under this agreement as defined in article 5.1.

**ARTICLE 3. OFFER TO CONSTRUCT**

**3.1 The Offer**

3.1.1 The Utility hereby offers to construct a Water Service Connection to the Land at a total cost of \_\_\_\_\_ \$ \_\_\_\_\_ plus or minus any adjustments required or requested;

3.1.2 The Utility shall use reasonable efforts to ensure that the estimated cost specified in para. 3.1.1 is as close as reasonably possible to the Final Cost, provided however that the Utility shall not be liable for any errors or omissions in the Offer, unless any such error or omission is due to the willful negligence of the Utility, or for adjustments that may need to be made for unknown or unforeseen circumstances and factors that may hinder construction, including weather difficulties, unknown or unpredictable soil conditions;

3.1.3 The Offer to Construct contained herein shall expire at noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Acceptance Date”) after which time, this Offer may be renewed

by the Utility, and the Utility reserves the right to review the Offer to determine if the costs have changed;

**3.2 Cancellation, Breach and Redemption**

3.2.1 The Utility shall have the right to cancel this Agreement at any time:

- .1 Before providing the Estimate to the Developer without liability to the Developer, if in the sole discretion of the Utility it is found that the Delivery System does not have the capacity to provide water service to the Development, and in the sole discretion of the Utility it is not feasible to expand the Delivery System to provide water service to the Development;
- .2 If the Developer commits a fundamental breach of the terms or conditions of this Agreement, or of any bylaw, policy, regulation, or order of the Board. A fundamental breach shall include, but not be limited to:
  - i. Bankruptcy of the Developer or any of the principals of the Developer where it is apparent that the Developer may not be able to complete its obligations under this Agreement;
  - ii. Assignment or transfer of this Agreement or of the Development to any third party without the prior written consent of the Utility;
  - iii. Any change in the ownership of the Developer that has the effect of assignment or transfer of this Agreement to a third party, without the prior written consent of the Utility;
  - iv. Any action by the Developer that is contrary to the good faith relationship between the Developer and the Utility and is not capable of being remedied by the Developer;
- .3 If the Developer commits any other breach of the terms and conditions of this Agreement, or of any bylaw, policy, regulation, or order of the Board, that is not a fundamental breach as defined in paragraph 3.2.1.2, provided that the Utility has:
  - i. Notified the Developer of the breach;
  - ii. Given the Developer a reasonable time to rectify the breach; and
  - iii. The Developer has failed to rectify such breach within the time specified by the Utility;

3.2.2 The Developer may rectify a non-fundamental breach as identified in paragraph 3.2.1.3 of this Agreement by correcting the breach and complying with the terms and conditions of this Agreement, or of any bylaw, policy, regulation, or order of the Board, with which the Developer has failed to comply and by:

- .1 Paying any additional costs and expenses incurred by the Utility caused directly or indirectly by the breach;
  - .2 Paying any reasonable administration fee imposed by the Utility;
  - .3 Paying any interest, charges, levies and other fees, due at the time the Developer wishes to rectify the breach;
- 3.2.3 Where this Agreement is cancelled after acceptance of the Offer by the Developer or due to breach of the Developer, the Developer shall be liable for all costs and expenses incurred by the Utility up to the date of cancellation, as well as for any costs and expenses incurred by the Utility after the date of cancellation including, but not necessarily limited to:
- .1 Expenses to conclude any work in progress to fill in trenches, excavations etc.
  - .2 Mobilization or De-mobilization costs of any contractors or utility workers;
  - .3 Any other costs or expenses suffered by the Utility arising directly or indirectly out of the cancellation of this Agreement, including, but not limited to, engineering fees and expenses, administration costs, legal costs, ISC fees, liability of the Utility under any contracts for termination, or breach;
- 3.2.4 Where this Agreement is cancelled by the Developer or due to breach of the Developer, the Utility shall be entitled to collect its legal fees and expenses on a solicitor and client basis, before as well as after commencement of formal legal action against the Developer or any guarantor, incurred to enforce or protect its rights under this Agreement and/or to collect any amount owing by the Developer or any guarantor;

**ARTICLE 4. PAYMENTS AND INTEREST**

**4.1 Payments**

- 4.1.1 Upon acceptance of the Offer, the price specified in the Offer shall be paid as follows:
- .1 Initial Payment - Forty percent (40%) of the price in the Offer is payable upon acceptance of the Offer by the Developer;
  - .2 Progress Payment – An additional Forty percent (40%) of the price in the Offer is payable by invoice issued by the Utility prior to the start of construction of the water service to the Development;
  - .3 Final Payment - The balance of price in the Offer, plus or minus adjustments, will be billed to the Developer upon completion of the construction or when the water service is available to the curbstops, whichever is later;

**4.2 Interest on Overdue Payments**

- 4.2.1 Any payment not received by the Utility when due shall be subject to interest at the Bank of Canada prime rate +9%, calculated daily.

**ARTICLE 5. *UTILITY TO CONSTRUCT WATER LINE***

**5.1 Water Service**

- 5.1.1 Subject to the Utility's right of cancellation, the Utility shall provide water service to the Development, to be constructed in accordance with the specifications contained in the Offer which, unless otherwise specified in the Offer, shall include:
- .1 Extending the Delivery System to supply the Development with sufficient capacity to provide each lot in the Development with a Curb Stop and flow rate as specified in the Offer;
  - .2 Installation of distribution lines within the Development to provide a water supply to each lot in the Development after the Developer has constructed the roads and installed survey pins for each lot in the Development;
  - .3 Supply and install a Curb Stop valve at or near the property line for each lot in the Development;
  - .4 To obtain all necessary government and regulatory permits and clearances necessary for installing the water line from the Delivery System to the Development;
  - .5 To perform all necessary testing, flushing and to obtain such permits and approvals as are necessary to commission the water service line to and within the Development. This does not include any permits for the Development itself which are the sole responsibility of the Developer;
- 5.1.2 All work performed by the Utility under this Agreement shall be done in accordance with the following limitations and standards:
- .1 All work will be done in a professional and workmanlike manner, and in compliance with all applicable laws, rules, codes and regulations;
  - .2 The Utility shall use best efforts to minimize disturbance and disruption of the Land and to restore the Land as close as reasonably possible to its prior state before the work started;

**ARTICLE 6. DEVELOPER'S COVENANTS**

**6.1 Developer's Obligations**

6.1.1 The Developer shall:

- .1 Ensure that roads are constructed and survey pins installed in the Development when required to facilitate installation of water lines in the Development;
- .2 Ensuring that all builders or purchasers performing any construction in the Development or owners are aware of the requirements and limitations of the water service.

6.1.2 The Developer agrees and covenants with the Utility:

- .1 To provide the Utility and its agents, servants, workmen, and contractors, unhindered access and right of ingress/egress to each lot in the Development for the purpose of construction, installation, maintenance, testing and operation of the water service, and/or connecting each dwelling to the water service;
- .2 To execute such further agreements and documents as may be required to give effect to these presents;
- .3 To notify the Utility when and as each lot in the Development is sold and to provide contact information for new owners as the lots in the Development are sold;

6.1.3 The Developer further agrees:

- .1 To be bound by the Bylaw creating the Utility, the Utility Bylaws, Regulations and/or all Board Resolutions made by the Utility;
- .2 The Developer certifies it is the legal and beneficial owner of the Land and agrees that the Utility may register a caveat against the Land in respect of this Agreement, and any unpaid amount under this Agreement may be added to form part of the taxes of the Land and payment enforced by the local taxing authority as unpaid property taxes;
- .3 That all disputes between the Utility and the Developer shall be resolved within the Complaint Procedure established by the Utility and the decision reached by such process shall be final and binding upon the parties;

6.1.4 The Developer shall not hold itself out as agent of the Utility;

**ARTICLE 7. ADDITIONAL TERMS AND CONDITIONS**

**7.1 Construction Terms**

- 7.1.1 The actual location of the water service pipeline and curb stops installed in the Development may differ from the location shown on Schedule "A" and will be determined in consultation with the Developer at the time the water service is installed, if required;
- 7.1.2 The Service Connection installed pursuant to this agreement, whether installed by the Utility or the Developer, or any agent, subcontractor or , and including the meter assembly, and all fittings, manifolds, valves and connections upstream from the Point of Delivery, shall be and remain the property of the Utility;

**ARTICLE 8. SERVICE CHARGES AND WATER USAGE**

**8.1 Interim Service Agreement**

- 8.1.1 Once the water supply is available, the Developer agrees to pay the Service Charges, and all applicable fees and levies, including interest on overdue charges, in respect of each curb stop, until a Water Service Agreement is entered into between the Utility and the end user for each curb stop in the development.
- 8.1.2 The Developer should notify each purchaser that they will need to enter into a Water Service Agreement with the Utility for water service to be commenced;

**ARTICLE 9. GRANT OF EASEMENT AND ACCESS TO PROPERTY**

**9.1 Grant of Easement**

- 9.1.1 The Developer grants to the Utility a Public Utility Easement and Right of Way which shall be registered against and which shall run with the Land in perpetuity, in the form as attached to this Agreement as Schedule "B";

**ARTICLE 10. GENERAL**

**10.1 Assignment**

- 10.1.1 The Developer may, by instrument in writing and with the consent of the Utility, transfer its interest under this Agreement to a subsequent Developer, provided that the Developer shall notify the Utility of the change in ownership of the Land, and the Subscriber shall remain liable for all charges incurred for water service to the Land by reason of the Subscriber's failure to notify the Utility of the change in ownership;

**10.2 Further Terms**

10.2.1 This Agreement constitutes the entire agreement between the parties and may only be amended by agreement in writing between the parties;

10.2.2 Notice:

Notice to the Utility shall be made to:  
Dundurn Rural Water Utility  
P.O. Box 442  
Dundurn, Saskatchewan S0K 1K0

Notice to the Developer shall be made to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.2.3 This Agreement is binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns as the case may be. The parties agree that a caveat or interest may be filed by the Utility on the lands affected to protect this Agreement;

10.2.4 Time shall be of the essence of this Agreement;

Signed Sealed and delivered by the Utility at the Town of Dundurn in the Province of Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**DUNDURN RURAL WATER UTILITY**

(Seal)

Per: \_\_\_\_\_  
Authorized Signature



Per: \_\_\_\_\_  
Authorized Signature



Signed Sealed and delivered by the Developer at the Town of Dundurn in the Province of Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Name of Developer

\_\_\_\_\_  
(Seal) or Witness

Per: \_\_\_\_\_  
Name: \_\_\_\_\_





**AFFIDAVIT VERIFYING CORPORATE  
SIGNING AUTHORITY (if no corporate seal)**

C A N A D A ) I, \_\_\_\_\_  
(NAME OF SIGNING OFFICER)  
PROVINCE OF \_\_\_\_\_ ) of the \_\_\_\_\_ of \_\_\_\_\_  
TO WIT: ) in the Province of \_\_\_\_\_

**MAKE OATH AND SAY:**

- 1. I am the \_\_\_\_\_ of \_\_\_\_\_  
(Position) (Name of Corporation)  
named in this document.
- 2. I am authorized by the corporation to execute the document without affixing a corporate seal.

Sworn before me at the \_\_\_\_\_ of \_\_\_\_\_ )  
\_\_\_\_\_ in the Province of \_\_\_\_\_ )  
\_\_\_\_\_ this \_\_\_\_\_ day )  
of \_\_\_\_\_ , 20 \_\_\_\_\_ )  
\_\_\_\_\_  
\_\_\_\_\_) Signature \_\_\_\_\_

A Notary Public/Commissioner for Oaths in  
and for the Province of \_\_\_\_\_  
My appointment/commission expires: \_\_\_\_\_

OR Being a Solicitor

(NOTE: If document is signed outside of Saskatchewan it must be sworn by a Notary not a Commissioner)

**Schedule "A" – Plan of Survey for the Development**  
(To be provided by the Developer)

Schedule "B" – Grant of Easement

**Grant of Easement**  
**(UTILITY EASEMENT & RIGHT OF WAY)**  
**Made in favor of DUNDURN RURAL WATER UTILITY**

**KNOW ALL MEN BY THESE PRESENTS THAT**

Effective on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_

I / We, \_\_\_\_\_  
(Name(s) must appear identical as on title of the land)

the undersigned (hereinafter called "the Grantor"), being registered owner (s) or having a legal and beneficial interest or ownership in the land herein having the legal description of:

\_\_\_\_\_

(hereinafter the "Land") in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

**GRANT OF EASEMENT**

DO HEREBY create, grant and convey to DUNDURN RURAL WATER UTILITY (hereinafter the "Grantee"), its employees, agents, contractors, subcontractors, nominees, successors and assigns a perpetual non-exclusive easement and right-of-way, for a water pipeline and ancillary services for electronic remote metering and other forms of data transmission, together with all necessary structures, apparatus, appurtenances and equipment (hereinafter referred to as "Utility Services"), for the Permitted Uses, upon, over, under, through, in and across the land as generally depicted and described on Schedule "A" hereto, (hereinafter the "Easement Area");

1. The Easement Area shall include an area 15 feet measured perpendicular to, and on either side of the actual location of the installed Utility Services whether the location is depicted on Schedule "A" hereto or not;
2. The Easement granted in respect of the Easement Area herein is a perpetual Easement and shall run with the land in perpetuity until discharged by the Grantee, which discharge may be unreasonably withheld, and the said easement shall be enforceable against the Grantor, and his/her/its heirs, administrators, executors, successors, agents, assigns and successors in title, including without limitation, any successor in title of any subdivision which may be registered in respect of the Land.

**LIMITATIONS**

1. This Easement does not give the Grantor or the Grantor's heirs, assigns and successors in title, any right to access or make any connection or interfere with the Utility Services installed within the Easement Area, or on the Land;
2. The Grantor shall not change the ground elevation of the Easement Area without the prior written consent of the Grantee;
3. The Grantor shall not erect or place any fence, buildings or structure of any kind, nor pile or place any stones, rock, dirt, rubbish or any other thing including trees or shrubs on the Easement Area without the prior written consent of the Grantee.

**PERMITTED USES**

4. Subject to the restrictions and limitations herein contained, the Grantee may use the Easement when and as required for the following uses (the "Permitted Uses"):
  - (i) to enter upon the land with the necessary vehicles and equipment and to install, affix, construct and place upon, over, under, in or across the land the Utility Services and to maintain, inspect, repair, replace and remove Utility Services as required for the continued operation of the Utility Services;

- (ii) to perform periodic maintenance, testing, metering, upgrades, and regular or emergency service to the Utility Services, and to repair or replace any part of the Utility Services, and other maintenance, service or inspection for the continued operation of the Utility Services;
- (iii) Such other uses as the Grantee may require for the continued operation and utilization of the Utility Services;

**GENERAL**

5. The Grantee, its employees, contractors, agents, successors, and assigns shall undertake all work associated with the Permitted Uses in accordance with the following limitations and standards:

- (i) In so far as reasonably possible the Grantee will provide the Grantor reasonable notice of its intention to perform any work within the Easement Area, except in emergency situations, when the work may be undertaken without prior notice;
- (ii) All work will be done in a professional and workmanlike manner, and in compliance with all applicable laws, rules, codes and regulations;
- (iii) All work will be undertaken in a manner that reasonably minimizes and causes the least amount of disturbance to the Grantor's property;
- (iv) Grantee shall use best efforts to restore the Grantor's land to its prior state before the work started;
- (v) Grantee is not responsible for damage to any fence, buildings or structure of any kind or any shrubs or trees which the Grantee has placed within the Easement Area, that may be damaged or destroyed by any work undertaken within the Easement Area.

6. Subject to the limitations herein contained, the Grantor shall be allowed free access to, and use of, the Easement Area and except to the extent that it may be necessary for the Grantee and their agents (servants, employees, licensees, successors) to use the Easement Area for the Permitted Uses.

7. Nothing herein contained shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the Easement Area, except only the parts thereof that are necessary to be excavated, carried away or used in the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and/or repair of the Utility Services.


8. The Grantee shall have the right to sell, assign or license all or any portion of the rights granted under this Grant of Easement to a third party for purposes consistent with the operation of the Utility Services including but not limited to management, utilization, maintenance, repair, testing and upgrading the Utility Services.

9. The Grantor releases the Grantee from any claim for damages, including negligence or nuisance, and agrees to indemnify and save the Grantee harmless from any claim or claims howsoever arising.


10. This Grant of Easement shall inure to the benefit of and is binding upon the Grantor, the Grantee and their respective executors, administrators, successors and assigns.

IN WITNESS WHEREOF I / We, the Grantor(s) have hereunto subscribed (my) our name (s) the day and year first above written, in the presence of:


\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor 

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor 

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor 

**AFFIDAVIT OF EXECUTION**

C A N A D A ) I, \_\_\_\_\_  
PROVINCE OF SASKATCHEWAN ) (NAME OF WITNESS  
TO WIT: ) of the \_\_\_\_\_ of \_\_\_\_\_  
 ) in the Province of Saskatchewan

MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_  
duly sign and execute the within instrument for the purpose named therein; and:

Check ONE ONLY:

- I satisfied myself that he/she is/are the person(s) named in the within instrument; OR
- He/She is/are personally known to me;

2. THAT the same was executed at \_\_\_\_\_, Saskatchewan, and I am the subscribing witness thereto.

3. THAT the said \_\_\_\_\_  
is/are in my belief of the full age of 18 years.

SWORN BEFORE ME at the \_\_\_\_\_ of \_\_\_\_\_ )  
in the Province of Saskatchewan )  
of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )  
 )  
 ) \_\_\_\_\_  
 ) (Signature of Witness)

A Notary Public/Commissioner for Oaths  
in and for the Province of Saskatchewan  
My Appointment/Commission expires: \_\_\_\_\_  
OR Being a solicitor

**AFFIDAVIT OF EXECUTION**

C A N A D A ) I, \_\_\_\_\_  
PROVINCE OF SASKATCHEWAN ) (NAME OF WITNESS  
TO WIT: ) of the \_\_\_\_\_ of \_\_\_\_\_  
 ) in the Province of Saskatchewan

MAKE OATH AND SAY:

4. THAT I was personally present and did see \_\_\_\_\_  
duly sign and execute the within instrument for the purpose named therein; and:

Check ONE ONLY:

- I satisfied myself that he/she is/are the person(s) named in the within instrument; OR
- He/She is/are personally known to me;

5. THAT the same was executed at \_\_\_\_\_, Saskatchewan, and I am the subscribing witness thereto.

6. THAT the said \_\_\_\_\_  
is/are in my belief of the full age of 18 years.

SWORN BEFORE ME at the \_\_\_\_\_ of \_\_\_\_\_ )  
in the Province of Saskatchewan )  
of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )  
 )  
 ) \_\_\_\_\_  
 ) (Signature of Witness)

A Notary Public/Commissioner for Oaths  
in and for the Province of Saskatchewan  
My Appointment/Commission expires: \_\_\_\_\_

OR Being a solicitor

**HOMESTEAD AFFIDAVIT**

C A N A D A ) I, \_\_\_\_\_  
 PROVINCE OF SASKATCHEWAN ) (NAME OF SUBSCRIBER)  
 TO WIT: ) of the \_\_\_\_\_ of \_\_\_\_\_  
 ) in the Province of Saskatchewan

MAKE OATH AND SAY:

1. I am a the Owner of the property described as:  
 Legal: \_\_\_\_\_  
 Civic: Farm OR \_\_\_\_\_

Check ONE ONLY:

My spouse is a registered owner of the land that is the subject matter of the within disposition and co-signatory thereof.

My spouse and I have not occupied the land that is the subject matter of the within disposition as our homestead at any time.

I have no spouse.

SWORN BEFORE ME at the \_\_\_\_\_ of \_\_\_\_\_ )  
 in the Province of Saskatchewan )  
 of Saskatchewan, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )  
 )  
 ) \_\_\_\_\_ )  
 ) (Signature of Subscriber)

\_\_\_\_\_  
 A Notary Public/Commissioner for Oaths  
 in and for the Province of Saskatchewan  
 My Appointment/Commission expires: \_\_\_\_\_  
 OR Being a solicitor

**CONSENT OF NON-OWNING SPOUSE**

I, \_\_\_\_\_, non-owning spouse of \_\_\_\_\_ consent to the attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the attached disposition in to the extent necessary to give effect to the within instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of non-owning spouse

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

I, \_\_\_\_\_, a Notary Public/Practising Solicitor, CERTIFY THAT I have examined \_\_\_\_\_, non-owning spouse of \_\_\_\_\_, the owning spouse, in the attached disposition separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he/she:

- 1. Signed the consent to the disposition of his or her own free will and without any compulsion on the part of the owning spouse; and
- 2. Understands his or her rights in the homestead.

I FURTHER CERTIFY THAT I have not, nor has my employer, partner or clerk prepared the documents contained herein AND THAT I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

Date: \_\_\_\_\_

\_\_\_\_\_  
A Notary Public in and for the Province of Saskatchewan  
My appointment expires: \_\_\_\_\_  
OR Being a Solicitor