

THIS AGREEMENT made as of the 12th day of March, A.D. 1979.

BETWEEN:

THE CITY OF REGINA, a municipal corporation duly incorporated pursuant to The Urban Municipality Act (herein called the "City")

OF THE FIRST PART

- and -

DAIRY PRODUCERS CO-OPERATIVE LIMITED, a body corporate having its head office at the City of Regina, in the Province of Saskatchewan (herein called the "Dairy Producers")

OF THE SECOND PART

WHEREAS the parties hereto have agreed to jointly purchase from Imperial Oil Limited certain lands in the City of Regina more particularly hereinafter set forth;

AND WHEREAS the parties hereto desire to confirm the terms and conditions upon which such purchase is to be carried out.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto do covenant and agree as follows:

1. The parties hereto agree that the City shall execute and deliver to Imperial Oil Limited the Offer to Purchase annexed hereto as Schedule "A" to this agreement (herein called the "Offer to Purchase") for the purchase of the lands therein described (herein called the "lands"). If the Offer to Purchase is accepted by Imperial Oil Limited, the City agrees to carry out the purchase of the lands in accordance with the terms of the Offer to Purchase. The City agrees that it will not amend the terms of the Offer to Purchase nor complete a purchase of the lands on any terms other than as set forth in the Offer to Purchase without the prior written consent of Dairy Producers.
2. Dairy Producers agrees with the City that it will for itself purchase the following parcels forming part of the lands at the prices specified, namely:

(a) Lot One (1), in Block Sixty-eight (68), in Eastview Addition, in the City of Regina, in the Province of Saskatchewan, in the Dominion of Canada, according to a Plan of Record in the Land Titles Office for the Regina Land Registration District as No. AQ 4932.

MINERALS IN THE CROWN.  
PRICE - \$15,365.00

(b) The Whole of Parcel "F" in Eastview, in the City of Regina, in the Province of Saskatchewan, in the Dominion of Canada, according to a Plan of Record in the Land Titles Office for the Regina Land Registration District as No. T 4085 as amended by Master of Titles Order No. FN 2412.  
PRICE - \$34,775.00

(c) Parcel "C" in Eastview Addition to the City of Regina, in the Province of Saskatchewan, in the Dominion of Canada, according to a Plan of Record in the Land Titles Office for the Regina Land Registration District as No. AQ 4932 as amended by Master of Titles Order registered as No. CW 37.  
PRICE - \$142,605.00

(d) The Whole of Blocks "D" and "E" in Eastview, in the City of Regina, in the Province of Saskatchewan, in the Dominion of Canada, according to a Plan of Record in the Land Titles Office for the Regina Land Registration District as No. 67R18414.

MINERALS IN THE CROWN.  
PRICE - \$273,295.00

(e) All that portion of Parcel "B", in the City of Regina, in the Province of Saskatchewan, in the Dominion of Canada, according to a Plan of Record in the Land Titles Office for the Regina Land Registration District as No. FA 4603, minerals included, excepting thereout: the most easterly One Hundred and Three (103) feet in perpendicular width throughout, as Dairy Producers deems necessary for its future plant operations to be located on said lands, provided that in any event Dairy Producers shall purchase such portion of the said Parcel "B" the northerly limit of which shall encompass all existing buildings and improvements situate thereon.

PRICE - \$9,033.00 per acre.

(all of the above described lands herein called the "Dairy Producers Lands")

*Total:  
475,673.00  
Dairy Producers - 100.000.00  
\$ 1,179,673.00*

PROVIDED that it is further understood and agreed between the parties that:

(i) Dairy Producers shall purchase all existing buildings and improvements situate on the Dairy Producers lands at a price of Seven Hundred Thousand (\$700,000.00) Dollars;

(ii) notwithstanding anything heretofore contained, Dairy Producers shall purchase such a portion of Parcel "B" so that the minimum amount payable by it for the

Dairy Producers lands and the said buildings and improvements is One Million Two Hundred Thousand (\$1,200,000.00) Dollars; and

(iii) the northerly boundary line of the portion of the said Parcel "B" shall as closely as is reasonably possible in the circumstances be perpendicularly established to Winnipeg Street.

3. Dairy Producers agrees that upon receipt of the Surveyor's Certificate to be delivered by Imperial Oil Limited pursuant to the terms of the Offer to Purchase it will immediately determine the portion of the said Parcel "B" it will purchase and so inform the City. The City agrees that it will upon receiving the required application from Dairy Producers approve the subdivision of Parcel "B" to permit transfer of title to such lands to Dairy Producers. The parties agree to share equally the costs of preparing any plan of subdivision for the said Parcel "B", including the cost of any further Surveyor's Certificate that may be required in this connection.

4. Dairy Producers agrees to advance to the City monies equal to the purchase price of the Dairy Producers lands and the buildings and improvements thereon at such time as may be required in order to complete the purchase of the lands as contemplated by the Offer to Purchase, provided that if the portion of the said Parcel "B" to be purchased by Dairy Producers has not been determined at the time the said funds are required, then in such event Dairy Producers agrees to advance to the City the sum of One Million Two Hundred Thousand (\$1,200,000.00) Dollars towards the purchase price of the Dairy Producers lands and the said buildings and improvements thereon, and the final purchase price of the Dairy Producers lands shall be subsequently finalized upon Dairy Producers determining the portion of the said Parcel "B" to be purchased by it, and any further payment required on the said purchase price shall be made by Dairy Producers to the City forthwith upon such final purchase price being determined.

5. The City agrees that it will purchase the balance of the lands not acquired by Dairy Producers and will advance the balance of the purchase price for same to permit the purchase of the lands as contemplated by the Offer to Purchase, subject to the provisions of paragraph 3 hereof.

6. The City agrees to cause title to the Dairy Producers lands, excepting portion of the said Parcel "B", to be conveyed directly by Imperial Oil Limited into the name of Dairy Producers free and clear of all encumbrances, save for the encumbrances specified in paragraph 1 of the Offer to Purchase. The City agrees that it will acquire title to the said Parcel "B" subject to the terms of this agreement and shall hold that portion to be acquired by Dairy Producers in trust for the sole benefit and use of Dairy Producers. Upon determination of the portion of said Parcel "B" to be acquired by Dairy Producers, the City agrees to transfer title to same into the name of Dairy Producers free and clear of encumbrances, except as hereinbefore permitted.

7. The City hereby assigns to Dairy Producers all of its rights and interest in, and the full benefit of, all covenants and undertakings of Imperial Oil Limited made in the Offer to Purchase, or otherwise, with respect to the occupation by Liski Transport and Imperial Oil Limited of a portion of said Parcel "C", Plan AQ 4932 and the removal of the buildings and improvements thereon, including without restriction of the foregoing the covenant of indemnity of Imperial Oil Limited contained in paragraph 10 of the Offer to Purchase. The City further agrees to execute promptly and deliver to Dairy Producers any further documents and assurances that may be deemed necessary or desirable by Dairy Producers to assign to it the aforementioned rights and benefits.

8. Provided the purchase of the lands from Imperial Oil Limited is consummated as contemplated by the Offer to Purchase, Dairy Producers agrees it will become responsible for taxes assessed against the Dairy Producers lands from and after March 31, 1979 and all adjustments in respect of taxes shall be made as of such date with the exception of the aforesaid Parcel "C" in respect of which

Dairy Producers shall only be responsible for two-thirds (2/3) of the taxes from March 31, 1979 until such time as it shall be given vacant possession of all of the said Parcel "C" whereupon it shall become responsible for all taxes assessed against such lands.

9. Dairy Producers agrees that it will pay the Land Titles Office fees in having title to the Dairy Producers lands conveyed into its name, including the fees payable in respect of conveying that portion of the said Parcel "B" to be acquired by it on a transfer from the City. The City agrees to pay the Land Titles Office fees in having transferred into its name the balance of the lands. Each of the parties hereto agrees to bear its own legal fees.

10. The City agrees that it will use its best efforts to have the Dairy Producers lands zoned so as to permit the construction and operation of the proposed plant facilities of Dairy Producers. In the event that the Dairy Producers lands are not so zoned by August 1, 1979, then, Dairy Producers shall have the exclusive option of requiring the City to purchase from it all or any portion of the Dairy Producer lands at the same price as paid for same by Dairy Producers hereunder, such option to be exercised in writing by Dairy Producers on or before March 1, 1980. In the event of the exercise of such option the sale of such lands shall be concluded thirty (30) days following the date of exercise of the option, or earlier if agreed to by the parties, and the purchase price shall be paid in full upon the issuance of title to such lands in the name of the City free and clear of encumbrances, save and except for the encumbrances hereinbefore referred to and any further registrations relating to utilities and services to such lands. The City agrees to complete a purchase of such lands in accordance with the terms hereinbefore set forth. The City further agrees to reimburse Dairy Producers for all taxes paid by it in respect of any such lands sold to the City pursuant to the terms hereof in addition to the purchase price for same. It is further understood and agreed that the City in purchasing such lands from Dairy Producers shall also purchase the presently existing buildings and improvements thereon at the price

hereinbefore set forth, and in the event a portion only of the improvements are so purchased, then the value of such improvements shall be agreed upon by the parties, and in the event of a failure to reach such agreement, the matter shall be referred to arbitration pursuant to the provisions of The Arbitration Act of the Province of Saskatchewan.

11. The City agrees that if Dairy Producers determines following completion of construction of its new plant on the Dairy Producers lands that it has land in excess of its actual requirements, Dairy Producers shall, subject to compliance with all relevant City zoning by-laws and regulations, be entitled to sever or subdivide the Dairy Producers lands for the purpose of disposing of such portions of the said lands not required by it for its own purposes.

12. The parties hereto agree that if the purchase of the lands from Imperial Oil Limited is not consummated pursuant to the terms of the Offer to Purchase, or pursuant to such terms as has been mutually agreed upon between the parties hereto, then this agreement shall cease and determine and be of no further force or effect.

13. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF REGINA

Per: [Signature]  
Mayor

Per: [Signature]  
City Clerk

DAIRY PRODUCERS CO-OPERATIVE LIMITED

Per: [Signature]

Per: [Signature]

