

THIS IS SCHEDULE "A" to the Agreement made between the City of Regina and Dairy Producers Co-operative Limited dated as of the 12th day of March, A.D. 1979.

OFFER TO PURCHASE

THE CITY OF REGINA, a municipal corporation duly incorporated pursuant to The Urban Municipality Act, P.O. Box 1790, Regina, Saskatchewan, (hereinafter referred to as the "Purchaser") HEREBY OFFERS AND AGREES TO PURCHASE from IMPERIAL OIL LIMITED, a body corporate with an office at 2236 Albert Street, Regina, Saskatchewan, (hereinafter referred to as the "Vendor") the lands (including buildings and improvements presently situate thereon) described as follows:

1. The whole of Blocks "D" and "E", in Eastview, in the City of Regina, in the Province of Saskatchewan, according to a plan of record in the Land Titles Office for the Regina Land Registration District as No. 67R18414,

MINERALS IN THE CROWN; and

2. The whole of Block "A", in the City of Regina, in the Province of Saskatchewan, according to a plan of record in the Land Titles Office for the Regina Land Registration District as No. 65R29319,

Excepting thereout, all that portion shown as Parcel "G", on a plan of record in the Land Titles Office for the Regina Land Registration District as No. 68R26167,

And also excepting thereout, ALL MINES AND MINERALS BY VIRTUE OF THE REGISTRATION OF SAID PLAN NO. 65R29319; and

3. Parcel "C", in Eastview addition to the City of Regina, in the Province of Saskatchewan, 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; and
4. Parcels "B" and "C", in the City of Regina, in the Province of Saskatchewan, according to a plan of record in the Land Titles Office for the Regina Land Registration District as No. FA 4603,

Excepting thereout:

Firstly: all that portion of said Parcel "C" containing 2.09 acres, more or less, taken for right of way of the Canadian Pacific Railway as shown on a plan of record in the Land Titles Office for the Regina Land Registration District as No. FN4468, subject to the mineral exceptions, reservations and conditions contained in transfer registered as No. FX5617,

Secondly: all that portion of said Parcel "C" shown on a plan of record in the Land Titles Office for the Regina Land Registration District as No. 66R35050,

Thirdly: all that portion of said Parcel "C" as the same is shown on a plan of record in the Land Titles Office for the Regina Land Registration District as No. 74R11057,

Fourthly: all that portion of said Parcel "C" as the same is shown on a plan of record in the Land Titles Office for the Regina Land Registration District as No. 75R23428,

MINERALS INCLUDED; and

5. The most easterly 300 feet in perpendicular width throughout of Parcel "F", in the City of Regina, in the Province of Saskatchewan, according to a plan of record in the Land Titles Office for the Regina Land Registration District as No. FA 4603 lying north of the northerly boundary of Block "G", in the City of Regina, in the Province of Saskatchewan, according to a plan of record in the Land Titles Office for the Regina Land Registration District as No. 68R26167 and south of the southern boundary of the ring road as the same is shown on a plan of record in the Land Titles Office for the Regina Land Registration District as No. 66R35050,

MINERALS INCLUDED; and

6. The whole of Parcel "F", in Eastview, in the City of Regina, in the Province of Saskatchewan, 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,

MINERALS IN THE CROWN; and

7. Lot One (1), in Block Sixty-eight (68), in Eastview addition, in the City of Regina, in the Province of Saskatchewan, 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;

on the terms and conditions as follows:

1. The Vendor undertakes that it is the registered owner of the said lands and the said buildings and improvements thereon and the Vendor shall perform all acts necessary to permit the said lands to be registered in the name of the Purchaser or its Nominee free and clear of encumbrance save and except the following encumbrances, namely:

Easement registered as No. FO2641

Easement registered as No. 75R40574

Caveat registered as No. 61R24629

Easement registered as No. 67R22903

Easement registered as No. 67R22904

(all of which encumbrances are hereinafter referred to as "the permitted encumbrances").

2. The purchase price for the said lands (including the buildings

and improvements presently thereon) shall be Two Million, Four Hundred Thousand Dollars (\$2,400,000.00) and shall be paid by the Purchaser to McDougall, Ready, Wakeling, solicitors for the Vendor, on March 30th, 1979, upon registerable transfers in favour of the Purchaser or its Nominee covering the said lands, and the relative duplicate certificates of title, being delivered to MacLean, Keith, Kelly & Love, solicitors for the Purchaser, which transfers shall be submitted for registration to the Land Titles Office as soon as reasonably possible, and which purchase price shall be held in trust by said solicitors for the Vendor until title has issued in the name of the Purchaser or its Nominee free and clear of encumbrance, save and except the permitted encumbrances, whereupon said solicitors for the Vendor shall forthwith pay the purchase price over to the Vendor.

While the said purchase price is being held in trust by the solicitors for the Vendor, pending registration of said transfers, said solicitors shall invest the same in a short term deposit in the Bank of Montreal, Main Branch, Regina, or any other chartered bank in the City of Regina that will match the rate of interest that the said Bank of Montreal is prepared to pay, as selected by said solicitors for the Vendor, and forthwith after payment of the purchase price to the Vendor the solicitors for the Vendor shall account to, and pay over to, the Purchaser, all interest earned on the said purchase price while so held in trust.

3. The valuation of the said buildings and improvements on said lands will be Seven Hundred Thousand Dollars (\$700,000.00).

4. The Purchaser, or its Nominee, subject as hereinafter provided, shall be entitled to vacant possession of the said lands on the date of issuance of title in the name of the Purchaser, or its Nominee, free and clear of encumbrance, save and except the permitted encumbrances (which date is hereinafter referred to as the "possession date").

5 (a) The Vendor shall be entitled to possession of said

Parcel "C", Plan AQ 4932, to the extent that the same is used and occupied by Frank Liski (Liski Transport) and the keylock facility of the Vendor, until January 1st, 1981, without charge (except as to taxes as provided for in paragraph 15 hereof) and until January 1st, 1981, the Vendor shall be permitted and entitled to collect all rents and profits from the said portions of said Parcel "C".

(b) The Vendor shall be entitled to possession/for the purposes of the most herei set forth easterly 103 feet in perpendicular width throughout of said Parcel "B", Plan FA 4603 (hereinafter referred to as the "east 103 feet of Parcel "B"), without charge, until June 30th, 1983, and thereafter from year to year (unless either the Vendor or the Purchaser gives to the other notice by registered mail that such possession shall not be continued after June 30th, 1983, such notice to be given three (3) months prior to June 30th, 1983, and if said possession is not so terminated on June 30th, 1983, then^{there} after as to the year-to-year entitlement to possession, the same may be terminated by notice by registered mail given by either the Vendor or the Purchaser, the one to the other, that such possession shall not be continued further, with such notice to be given at least three (3) months prior to the expiration of any year following June 30th, 1983, and the giving of any such notice shall serve to terminate the said possession at the end of the year during which such notice was given) to store, use or operate on the east 103 feet of Parcel "B" up to a maximum of twenty (20) rail cars which are expected to occupy approximately 1600 feet of track, for such period of time as may be required to meet the Vendor's operating plans, subject to annual review by the Vendor and Purchaser with the intent that the Vendor's said rights and privileges shall be increased as required to meet the Vendor's projected operating plans for the year following the date of such review, but in any event the Vendor's said rights and privileges shall not be extended so as to

allow the Vendor to store, use or operate more than thirty-two (32) rail cars, nor occupy more than 2,560 feet of track, and the said tracks so used/ ^{from time to time} by the Vendor shall be deemed as the private tracks of the Vendor and with the Vendor being the owner thereof, and the Purchaser shall be responsible for all maintenance of the railway tracks on the east 103 feet of Parcel "B".

6. The Vendor shall furnish the Purchaser with a current certificate of survey of said Parcel "B", Plan FA 4603, as prepared by a Saskatchewan land surveyor, showing the perimeter walls of all buildings adjacent to the boundaries of said Parcel "B" and indicating thereon the distance from such walls to the boundary line of said Parcel "B".

7. The Vendor shall apply to the Purchaser for approval as to the severance of said Parcel "F", Plan FA 4603 as to the most easterly 300 feet in perpendicular width thereof and the Purchaser shall furnish such approval to the Vendor on, or if possible before, March 23rd, 1979.

8. The said buildings and improvements (excluding the buildings and improvements used and occupied by Liski Transport and the keylock facility) shall remain at the risk of the Vendor until the possession date.

9. As to said Parcel "C", occupied by Liski Transport and the keylock facility, the Vendor may prior to January 1st, 1981, remove therefrom all buildings, improvements and facilities, including all facilities below ground level, and the lands so affected by said buildings, improvements and facilities shall be restored to a level condition.

10. Until the Purchaser receives vacant possession of the portions of said Parcel "C" as occupied and used by Liski Transport and the said keylock facility, the Vendor shall indemnify and save the Purchase

harmless from any and all claims, demands and damages which may arise as result of such occupation and for which the Vendor would have been liable if it had continued to be the owner, and for which the Purchaser as the owner is liable. The Vendor shall indemnify and save the Purchaser harmless from any and all claims, demands and damages which the Purchaser may have by virtue of the Vendor failing to give up possession of the said lands as, and at the times, herein provided.

11. The Purchaser shall be responsible, and shall pay, the Land Titles Office fees on registration of the transfers. Each of the Vendor and Purchaser shall be responsible for its own legal costs.

12. The Vendor represents and warrants that all buildings and improvements on the said lands are situate entirely within the limits of said lands.

13. The Vendor and Purchaser agree to execute promptly any further documentation required to give full effect to this agreement.

14. This offer shall be conditional and contingent upon and subject to the fulfillment of the following conditions on, or if possible before, March 23rd, 1979, namely:

(i) That the offer, if accepted by the Vendor, be approved by the Council of the City of Regina; and

(ii) That the Local Government Board for the Province of Saskatchewan consent to the withdrawal from the property sales capital account of the City of Regina all or such portion of the moneys as may be necessary to complete the purchase in accordance with Section 307(1) of The Urban Municipality Act, 1970.

The Purchaser agrees to advise the Vendor of the fulfillment or non-fulfillment of the conditions on or before March 23rd, 1979.

15. Taxes shall be adjusted between the Vendor and the Purchaser with the Vendor being responsible for the payment of same up to and including March 30th, 1979, but not thereafter, subject, however, with

respect to said Parcel "C", Plan AQ 4932, after March 30th, 1979, the Vendor will pay to the Purchaser one-third of the taxes payable relative to said Parcel "C" until January 1st, 1981, or until any earlier date that the Purchaser is granted vacant possession of the portion said Parcel "C" as occupied by Liski Transport and the keylock facility.

16. The Vendor acknowledges that it is not a non-resident of Canada within the meaning of Section 116 of The Income Tax Act.

17. Time shall be of the essence hereof.

18. This offer is irrevocable by the Purchaser and open for acceptance by the Vendor up to and including the 16th day of March, 1979.

19. This offer, when accepted by the Vendor, within the time herein limited for acceptance, shall constitute a binding contract of purchase and sale upon the conditions set forth in paragraph 14 hereof being satisfied and fulfilled and shall contain and be the entire contract between the Vendor and Purchaser and no amendment or modification shall be recognized except as shall be made in writing and duly initialled by the Vendor and the Purchaser and the said agreement shall enure to the benefit of and be binding upon the Vendor and the Purchaser and their respective successors and assigns of each.

IN WITNESS WHEREOF the Purchaser has caused this offer to be executed by A. BRUCE SMITH as City Manager for the Purchaser, this 16th day of March, 1979.

[Signature]
(Witness)

[Signature]
(City Manager of the City of Regina)

ACCEPTANCE

The undersigned, IMPERIAL OIL LIMITED, hereby accepts the above offer.

IN WITNESS WHEREOF IMPERIAL OIL LIMITED has hereunto caused to be affixed its corporate seal under the hands of its proper officers in that behalf this 21st day of MARCH, 1979.

APPROVED BY AS	Date 4-3-79
Form 61	Date 16-3-79
Terms JWB	Date 16-3-79
Expenditure KSB	Date 16-3-79
Audit - Over S.I. M.A.S.	
KSB Mar 16/79	

IMPERIAL OIL LIMITED

[Signature]
VICE-PRESIDENT & TREASURER

[Signature]
ASSISTANT SECRETARY

Province of Saskatchewan

THE LAND TITLES ACT

TRANSFER

THE CITY OF REGINA

BEING REGISTERED OWNER of an estate in fee simple in all that piece of land described as follows:

The Whole of Block "X", 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. 79R42384. MINERALS INCLUDED.

HEREBY in consideration of the sum of ONE (\$1.00) DOLLAR AND OTHER
GOOD AND VALUABLE CONSIDERATION -----
paid to it by DAIRY PRODUCERS CO-OPERATIVE LIMITED

the receipt of which sum is hereby acknowledged,
TRANSFERS TO DAIRY PRODUCERS CO-OPERATIVE LIMITED, of 1806
Albert Street, in the City of Regina, in the Province of Saskat-
chewan,

all its estate and interest in the said piece of land.

IN WITNESS WHEREOF the transferor has caused its corporate seal to be hereunto affixed, attested by
the signatures of its proper officers in that behalf this 18th day of September 19 79.

THE CITY OF REGINA

Per: [Signature]

Per: [Signature]
City Clerk

{CORPORATE}
SEAL }