

A BYLAW OF THE TOWN OF LAMPMAN AUTHORIZING COUNCIL OF THE SAID TOWN,
TO ENTER INTO A LAND ASSEMBLY AND DEVELOPMENT AGREEMENT

"WHEREAS provision is made in The Saskatchewan Housing Corpora-
tion Act, 1973, enabling the Council of any Municipality, subject to
the approval of the Local Government Board, to enter into a Land
Assembly and Development Agreement or Agreements as contemplated
by Section 26 of the said Act;

AND WHEREAS the Council of the Town of Lampman deems it
expedient to undertake a Land Assembly and Development Project
within the terms of the said Act;"

NOW THEREFORE, the Council of the Town of Lampman enacts
as follows:

(1) That the proposed agreement hereunto annexed and marked
as Schedule "A" to the Bylaw and which is deemed to be part of
this Bylaw, being an agreement between:

THE TOWN OF LAMPMAN
(hereinafter called "the Municipality")

OF THE FIRST PART:

be and the same is hereby ratified and confirmed;

- and -

SASKATCHEWAN HOUSING CORPORATION
(hereinafter called "the Provincial Corporation")

OF THE SECOND PART:

(2) That the Mayor and Clerk for the Town of Lampman be
and they are hereby authorized and empowered to sign the said
agreements on behalf of the said Town and affix hereto the
Corporate Seal of the Town.

(3) That this Bylaw shall come into force on the day of
adoption after approval for third reading has been given by the
Local Government Board.


INTRODUCED AND READ A FIRST TIME this 2nd day of July, A.D. 1980.

READ A SECOND TIME this 2nd day of July, A.D. 1980.

READ A THIRD TIME this 13th day of August, A.D. 1980,
AND PASSED AS READ.



Mayor



Town Administrator

CERTIFIED A TRUE COPY
of a Bylaw passed by
Resolution of Council
at their Regular Meeting
of August 13, 1980.

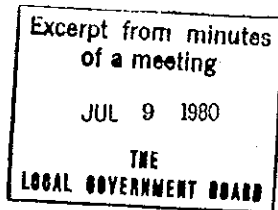


Town Administrator

Approval to Agreement: Consent to
Pass Bylaw - Town of Lampman

The Council of the Town of Lampman has submitted copy of proposed Agreement between the said Town and the Saskatchewan Housing Corporation, respecting the acquisition and development of land for housing purposes, supported by a request from the said Council of the Town of Lampman for the approval of the Local Government Board to the said Agreement and consent to the passing of proposed Bylaw No. 1980-4 in connection therewith, pursuant to the provisions of The Saskatchewan Housing Corporation Act.

After due consideration, the Board decided to approve of the said Agreement and give its consent to the passing of the said bylaw, subject to there being no borrowing required, under the provisions of Section 240 of The Urban Municipality Act, to finance part of the cost of the project.



Certified True Copy

[Signature]
.....
Secretary

LAND ASSEMBLY AND DEVELOPMENT AGREEMENT

(TOWN OF LAMPMAN)

THIS AGREEMENT ENTERED INTO THIS 2nd DAY OF July, A.D. 19 80

BETWEEN:

THE MUNICIPALITY OF LAMPMAN (hereinafter called "the Municipality")

OF THE FIRST PART:

-- and --

SASKATCHEWAN HOUSING CORPORATION (hereinafter called "the Corporation")

OF THE SECOND PART:

(The Municipality and the Corporation being hereinafter JOINTLY called "the Partnership")

WHEREAS the Corporation may pursuant to The Saskatchewan Housing Corporation Act, 1973, enter into an agreement with a municipality for the acquisition and development of land for housing and related purposes;

AND WHEREAS the Municipality is desirous of entering into this agreement for the purpose of acquiring, conveying, financing, developing and administering the lands shown on the attached plan outlined in red and further described in Schedule "A" attached hereto (hereinafter referred to as "the lands").

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

I. ACQUISITION AND USE:

- 1. The Municipality shall acquire on behalf of the Partnership, title in fee simple to the lands, free and clear of all encumbrances.
2. Title to the lands shall be registered in the name of the Municipality however, it is expressly understood and agreed that the lands shall be held in trust for the Partnership, and the Municipality hereby agrees to act in the capacity of trustee in accordance with the terms and provisions of this agreement.
3. Until such time as the lands are required for development, the Municipality will administer and maintain them, make such arrangements for their use or disposal as shall appear consistent to the Partnership for their future development, collect all revenue and pay all disbursements arising out of such administration and maintenance, and provide the Corporation with an accounting thereof upon its request.

II. WORKS AND SERVICES:

- 1. The Corporation or the Municipality, as is agreed by the parties hereto, and designated in Schedule "B" attached hereto, shall undertake or arrange to have undertaken the following works and services (all of which are hereinafter referred to as "the said works") required for the completion of the Land Assembly and Development Program with such duties and responsibilities for the said works to be assumed by the parties to the Partnership all in accordance with Schedule "B".
(a) Planning and survey requirements for the subdivision of lands into building lots and the registration of a plan of subdivision accordingly;
(b) The design, engineering and installation of services and service connections, including:
(i) sanitary sewers and water mains, including service connections to the property line of each lot;
(ii) storm sewers and catch basins as agreed upon by the Partnership;
(iii) gravel roads and lanes, (if applicable), throughout the subdivision;
(iv) street lighting;
(v) all trunk services which may be required to the edge of the project and to connect to the services referred to above;
(vi) the filling of low areas to the extent that excess fill is available from the said works;
(vii) curbs, gutters and sidewalks;
(viii) the installation of an electrical distribution system;
(ix) the installation of telephone lines;
(x) the installation of natural gas mains.
(c) Prepare or cause to be prepared all plans, specifications and contracts relating to the said works mentioned above.
(d) Make all arrangements for supervision of the said works mentioned above.
(e) To perform such further and additional supervision and/or said works as is mutually agreed to by the parties and appearing in Schedule "B" to this agreement.
2. Prior to the commencement of the said works necessary to develop the project or any section thereof, the Municipality shall submit, in accordance with its areas of responsibility as outlined in Schedule "B", in accordance with the above noted paragraph, an estimate of the cost thereof, and all plans and specifications relating thereto, for approval of the Corporation. The Municipality shall also submit for approval by the Corporation, prior to the commencement of the said works, all contracts in connection with the said works, and contracts shall be subject to the modifications, additions or deletions and final approval of the Corporation.

III. FINANCING AND COSTS

1. The costs of the project shall be defined as follows:

- (a) Cost of lands, which shall be defined to mean the price paid for the lands, actual out-of-pocket expenses incurred in negotiating for lands, costs resulting from expropriation action, legal costs and registration costs;
- (b) The cost of actual out-of-pocket expenses for planning, surveying and consulting;
- (c) The cost of construction and installation of services;
- (d) The cost of engineering services required to design and supervise the installation, of the services;
- (e) Such other items of cost as shall be approved by the Partnership, but not including administration and charges for services performed by regular employees of the Corporation or the Municipality.
- (f) Interest on the items of cost referred to above computed semi-annually and not in advance, from the date of each advance by the respective parties to the date of completion of the project as designated by the Corporation at

the rate of Fourteen per cent (14%) per annum.

2. The Corporation shall have control, in its absolute discretion, over the method of financing and all financial commitments undertaken in respect of the total cost of the project.

3. The Corporation will make payment on account of the project as follows:

- (a) In the first instance, all charges forming part of the cost of the project as defined in clause 1 of Article III hereof, whether the commitment for such payments shall have been made by the Corporation or the Municipality, provided however:
 - (i) that no payment on a commitment made by the Municipality shall be made without the prior approval of the Municipality; and
 - (ii) no commitment of expenditure pursuant to this agreement shall be made without the prior approval of the Corporation;
- (b) The Corporation shall pay to the Municipality progressively, as the said works proceed, the following:
 - (i) The total amount actually and properly payable by the Municipality to contractors in connection with the said works, provided each contract has been approved by the Corporation prior to its award;
 - (ii) The total amount actually and properly payable by the Municipality in connection with the said works where the Municipality carried out the said works or part thereof with its own forces, provided that the cost of such said works has been approved by the Corporation prior to its performance;
 - (iii) The wages of such supervisory staff as are required on the site, and the payment of which the Municipality is responsible for, provided that the employment of such staff and their wage rates have been approved by the Corporation;
 - (iv) Such other items of cost incurred by the Municipality as are approved in advance by the Corporation.
- (c) At the commencement of the said works, the Corporation shall advance to the Municipality, upon its request, such amount as shall be determined by the Corporation for the said works herein contained, which funds shall be accounted for by the Municipality and repaid by a credit to the Corporation in progress claims made pursuant to subclause (b) herein.
- (d) As promptly as possible after the first day of each month during the prosecution of the said works, the Municipality shall furnish to the Corporation a progress claim in such form as may be determined by the Corporation, certified by the Municipal Engineer as correct, covering the amounts payable under subclause (c) of this clause 3, for the preceding period, accompanied by such copies of payrolls, vouchers, invoices, and other information available to the Municipality as the Corporation may require and thereupon, if such progress claim is satisfactory to the Corporation, the Municipality will be paid the amount which may be due within fifteen (15) days after the progress claim has been received by the Corporation.
- (e) The Municipality shall pay to the Corporation quarterly, on receipt of a statement from the Corporation, the Municipality's proportionate share of the cost of the project incurred in the quarter covered by the statement.
- (f) The Partnership shall keep accurate books, records and accounts for all receipts and disbursements made pursuant to this agreement, and shall from time to time as requested, furnish to each other particulars of such receipts and disbursements and shall permit the representatives of each party to inspect all such books, records and accounts at any time.

4. All costs incurred as provided for in this agreement, shall be borne 5% by the Municipality and 95% by the Corporation.

5. The Municipality covenants and agrees to repay to the Corporation:

- (a) A sum equal to the cost of those items of the said works that are normally borne by the Municipality out of the general tax, and shall raise tax revenue whenever necessary to meet its obligations hereunder.
- (b) A sum equal to the cost of the proportion of the said works which will serve the lands outside the designated Land Assembly area as better described in Schedule "A" to this agreement, which payments together with interest at the rate of Fourteen per cent (14%) per annum, calculated semi-annually and not in advance, shall be made in Fifteen (15) equal installments. The Partnership shall designate a date of completion of the said works, and interest as aforesaid in respect of the cost of the said works, shall commence to run from and after such designated date. The first annual payment under this clause shall become due on the first day of December in the first calendar year subsequent to the designated completion date, provided that the Municipality shall have the right to pay the balance of the amount owing under this section, together with interest thereon, accrued to the date of payment at any time without notice.

IV. DISPOSITION OF LOTS

1. The lands shall be sold at such prices, to such classes of purchasers and on such terms and conditions, as is approved by the Partnership, and the Municipality undertakes that it will arrange for the sale of the lots and conveyance thereof, and bear all costs associated therewith.
2. The parties hereto agree that the Corporation shall have a first right of refusal to acquire lots to be used for Provincial Housing Programs in priority to any other purchasers. The Corporation shall be allowed to exercise its first right of refusal prior to the sale of any lots hereunder to other purchasers. The Corporation agrees that in any construction undertaken by it on the said lots so purchased, such construction will be in accordance with municipal and zoning bylaws.
3. The parties agree that they will mutually determine the date on which sales of the lots shall proceed. Unless otherwise mutually agreed upon, the lots shall be sold for a sum equal to the actual cost of the lot development, plus an amount not exceeding Five (5%) per cent thereof, for the purposes referred to in subclause (4) of Clause V of this agreement. Where title to the lots, pursuant to subclause (2) of Clause I is held in the name of the Municipality, the Municipality shall submit to the Corporation, on the agreed form, a schedule of lot numbers and prices, duly authorized by a resolution of the Municipal Council, for the approval of the Corporation.
4. With the exception of the lots purchased by the Corporation, the Municipality shall be responsible for the sale of the said lots and collection of revenues therefrom, and shall forward all sale revenues and other revenues related to the project to the Corporation immediately upon receipt of same. In addition, the Municipality shall be required to submit a quarterly statement of lot sales, in such form that may be acceptable to the Corporation. All monies received by the Municipality from such revenues and not forwarded to the Corporation immediately, shall bear interest at the rate of one per cent (1%) per annum above the prime interest rate quoted by the Royal Bank, Main Branch, Regina, Saskatchewan, at the time such interest is calculated.

V. REVENUE

The Corporation shall apply the revenues received from lots sales of other revenues to the project, on the basis of the following priorities:

- (1) Firstly, to interest on loan financing undertaken by the Corporation to finance the said Land Assembly and Development project;
- (2) Secondly, to the reduction of principal on loan financing undertaken by the Corporation;
- (3) Thirdly, to amortize the investment of the Partnership in equal proportions;
- (4) Fourthly, to apply the excess revenue funds or profit to the credit of a holding account held by the Corporation on account of the Municipality, for social or recreational developments in the subdivision, or such other use, as approved by the Corporation, in its discretion.

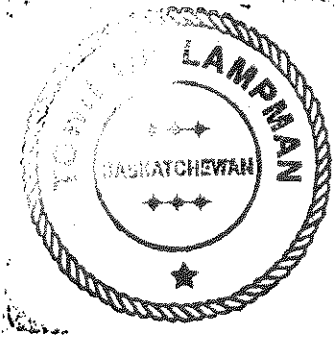
Where title to the lots, pursuant to subclause (2), Clause 1, is held in the name of the Municipality, the Municipality shall sell the lots by means of a standard sales form, duly acceptable to the Corporation.

VI. MUNICIPALITY'S COVENANTS

- 1. The Municipality hereby warrants that it has the power and authority to enter into this present agreement.
- 2. The Municipality covenants and agrees that the development and servicing of the project shall be commenced and carried out to completion as soon as possible after the execution of this agreement.
- 3. The Municipality covenants and agrees so long as the lands or any part thereof are owned by the Municipality on behalf of the Partnership:
 - (a) That it will maintain and keep the services referred to in good condition and repair;
 - (b) That it will, upon the construction of water mains, deliver water to the said water mains constructed under this agreement in sufficient volume and pressure to provide such adequate fire protection as is provided to other parts of the Municipality.
- 4. The Municipality covenants and agrees that no municipal taxes, rates or charges of any nature whatsoever, shall be levied or charged by the Municipality while the lands are owned on behalf of the Partnership, and the Municipality shall maintain and keep such said works as are provided for in this agreement in good condition and repair.
- 5. The Municipality covenants and agrees to apply for any and all available grants in connection with the undertaking the Land Assembly and Development Project, including Sewage Treatment Grants, Winter Works Grants, and any funds received in such connection shall be deducted from the project costs and applied thereto.
- 6. The Municipality covenants and agrees forthwith, to pass a by-law restricting the area, in which the lands are, to residential and institutional use and such commercial use as is necessary to adequately serve the residential area.
- 7. The Municipality covenants and agrees that the Municipality will not undertake the development of residential subdivisions while a Land Assembly and Development project is on the market, without obtaining prior approval of the Corporation.

All documents, vouchers, records and accounts that pertain to the project shall remain in possession of the parties hereto for not less than seven (7) years from the date of completion of the project, as prescribed by the Corporation.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written:



SEALED with the Common Seal of

the Municipality of Lampman

and signed by:

Mayor [Signature]

[Signature]

Town Administrator

SASKATCHEWAN HOUSING CORPORATION

MINISTER IN CHARGE

GENERAL MANAGER

THIS IS SCHEDULE "A" REFERRED TO IN THE ATTACHED LAND ASSEMBLY AND DEVELOPMENT AGREEMENT BETWEEN THE MUNICIPALITY AND THE CORPORATION.

All and singular those certain parcels or tracts of land and premises situate, lying and being in the Municipality, and more particularly described as follows:

Lots 7 - 13, inclusive, in Block 14, Plan No. 78R60881, and Lots 2 - 9, inclusive, in Block 15, Plan No. 78R60881, in the Town of Lampman.

THIS IS SCHEDULE "B" REFERRED TO IN THE ATTACHED LAND ASSEMBLY AND DEVELOPMENT AGREEMENT BETWEEN THE MUNICIPALITY AND THE CORPORATION.

1. The **Municipality** agrees to undertake the planning and surveying required for the subdivision of the lands into building lots and the registration of a plan of subdivision.
2. The **Municipality** agrees to supervise, design, construct, install and complete the following works and services:

- a) Installation of Storm Sewers;
- b) Installation of sewer and water mains;
- c) Installation of sewer and water connections to property line;
- d) Installation of curb and gutter;
- e) Installation of grading and gravel streets;
- f) Installation of overhead electrical and street lighting;
- g) Installation of natural gas.

3. The **Municipality** agrees to be responsible for arranging the following, including service connections:

- a) Installation of overhead electrical and street lighting;
- b) Installation of natural gas.