BYLAW NO. 414

A BYLAW OF THE TOWN OF DAVIDSON AUTHORIZING COUNCIL OF THE SAID TOWN TO ENTER INTO A LAND ASSEMBLY AGREEMENT.

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

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

"NOW THEREFORE, The Council of the Town of Davidson 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 Davidson
(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 Administrator for the Town of Davidson be and they are herby 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 28th DAY OF NOVEMBER, A.D. 1983.

READ A SECOND TIME THIS 28th DAY OF NOVEMBER, A.D. 1983.

READ A THIRD TIME THIS 10 th DAY OF JANUARY , A.D. 1984.

AND PASSED AS READ.

M. F. Tuckert
Mayor

S E A L

Town Administrator

CERTIFIED a true copy of Bylaw No. 414 of the Town of Davidson, Saskatchewan.

Town Administrator

Saskatchewan

Saskatchewan
Local Government
Board

2151 Scarth Street
Regina, Canada
S4P 3V7

December 12, 1983

Mr. L. E. Larson
Town Administrator
Town of Davidson
P.O. Box 340
DAVIDSON, Saskatchewan
SOG IAO

Dear Sir:

Re: Land Assembly Project

Enclosed for your records is a certified true copy of an excerpt from the Minutes of the Local Government Board approving of the Agreement and granting consent to pass proposed Bylaw No. 414, pursuant to The Saskatchewan Housing Corporation Act.

Please let me have a certified true copy of the bylaw when it has been finally passed. A copy of the agreement should be attached to the bylaw, properly identified under signature of yourself in the following manner:

> This is Schedule "A" hereto annexed and forming part of Bylaw No. 414
>
> _____
> Town Administrator

Extra copy of Bylaw No. 414, enclosed with your correspondence, is being returned herein.

Yours very truly,

M Molnar
for M. E. Molnar
Secretary

mb
Encl.

c.c. - Saskatchewan Housing Corporation

SASKATCHEWAN HOUSING CORPORATION

LAND DEVELOPMENT AGREEMENT

BETWEEN:

SASKATCHEWAN HOUSING CORPORATION, being a Crown Corporation having an office in the City of Regina, in the Province of Saskatchewan, (hereinafter referred to as "SHC")

PARTY OF THE FIRST PART

-and-

THE MUNICIPALITY OF Davidson, being a municpal corporation incorporated under the provisions of the Urban Municipality Act, (hereinafter referred to as the "Municipality")

PARTY OF THE SECOND PART

WHEREAS pursuant to the Saskatchewan Housing Corporation Act, R.S.S. 1978, c.S-24, SHC may enter into an agreement with a municipality for the acquisition development and servicing of land for housing and related purposes;

AND WHEREAS SHC and the Municipality have agreed to acquire the lands hereinafter described for said purposes and to enter into these presents in order to define and evidence their rights and obligations with respect to the acquisition, financing, management, planning, development and disposition of such lands;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and the covenants contained herein the parties agree with each other as follows:

ARTICLE I - INTERPRETATION

1.01 In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

(a) "this Agreement", "herein", "hereby", "hereof", "hereunder" and similar expressions mean and refer to this Agreement and any agreement or instrument supplemental or ancillary thereto and the expressions "Article" and "paragraph", followed by a number mean and refer to the specified article or paragraph of this Agreement;

(b) "Development" means the subdivision and servicing of the Lands into finished lots ready for use in the building of residences and related purposes as contemplated by the terms hereof;

(c) "Development Costs" means all of the costs and expenses which are properly attributable to the acquisition and Development of the Lands, including, but not limited to:

(i) the cost of the Lands, including the purchase price, out-of-pocket expenses incurred in negotiating, costs resulting from expropriation action, and all legal and registration costs;

(ii) the cost of actual out-of-pocket expenses for planning, surveying and consulting;

(iii) the cost of construction and installation of services;

(iv) the cost of engineering services required to design and supervise the installation of the services;

This is Schedule "A" hereto annexed and forming part of Bylaw No. 414

Town Administrator

(v) the cost of any work, service or activity performed by the Municipality's own forces, provided that such cost has been approved by SHC prior to such performance;

(vi) such other items of cost as shall be approved by SHC;

(vii) for the purposes of paragraphs 6.01 and 7.02 (d) only, the interest payable pursuant to paragraph 5.04 hereof;

but shall not include the cost of any work or services which are normally borne by the Municipality out of general tax revenues;

(d) "the Lands" means the property more particularly described in Schedule "A" annexed hereto;

(e) "the Lots" means the lots into which the Lands are divided under the plan of subdivision registered pursuant to the terms hereof;

(f) "Municipality's Work" means all the items of work and services other than SHC's Work which are necessary to properly effect the Development, including without limitation all items of work and services as described in Schedule "B";

(g) "Nonreimbursable Development Costs" means the Development Costs less the Reimbursable Development Costs;

(h) "Prime Rate" shall be established semi-annually on January 1 and July 1 of each year and shall be the rate of interest per annum which is quoted at such dates by the bank with which SHC is at the relevant time transacting business as the prime lending rate of the said bank, plus 2%;

(i) "Reimbursable Development Costs" means that portion of the Development Costs which are reimbursable to SHC pursuant to paragraph 6.01 hereof;

(j) "Proportionate Share" in the case of SHC shall mean 95% and in the case of the Municipality shall mean 5%;

(k) "Revenues" means gross receipts and revenues of every kind and nature received from or incidental to the Lands, whether by way of the sale of Lots, the receipt of grants or otherwise;

(l) "SHC's Work" means the items of work and service specified in Schedule "C".

1.02 Any schedule or appendix annexed hereto shall form part of this Agreement.

1.03 Any statement of or reference to dollar amount shall mean lawful money of Canada.

1.04 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing gender shall include masculine, feminine and neuter genders and words importing persons shall include firms and corporations and vice versa.

1.05 The division of this Agreement into Articles and Paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation hereof.

1.06 This Agreement shall be construed in accordance with and be governed by the laws of the Province of Saskatchewan.

ARTICLE II - LAND ACQUISITION AND DEALINGS

2.01 The Municipality shall immediately following execution of this Agreement acquire title in fee simple, free and clear of all encumbrances, to the Lands or to such portion thereof as the Municipality does not hold title as of the date hereof.

2.02 The Municipality acknowledges and confirms that it holds and shall hold legal title to the Lands as trustee on its own behalf and on behalf of SHC in their respective Proportionate Shares.

2.03 The Municipality shall not sell, transfer, convey, assign or otherwise dispose of the whole or any part of the Lands without having first obtained the written consent of SHC.

ARTICLE III - RELATIONSHIP BETWEEN PARTIES

3.01 The respective interests of the Municipality and SHC in the Lands shall be owned by them as tenants in common and not as joint tenants.

3.02 Except as otherwise expressly provided in this Agreement, neither party is the agent of the other party and neither party has the authority to bind or attempt to bind the other party in any manner or form whatsover or to assume or incur any obligation or responsibility, express or implied, for or on behalf of, or in the name of the other party.

3.03 This Agreement shall not constitute a partnership between the parties and neither party shall by reason of this Agreement or otherwise be or be deemed to be a partner of the other party in any way or for any purpose in respect of the Lands.

ARTICLE IV - DEVELOPMENT

4.01 The Development and the work and services necessary to properly effect same shall be of a standard, quality and type consistent with the development, work and services which benefit the neighbourhoods contiguous to the Lands.

4.02 SHC covenants and agrees to perform or cause to be performed SHC's Work in a good and workmanlike manner and shall use its reasonable efforts to complete or have completed SHC's Work in accordance with the time schedule established by the Municipality for the completion of the Development.

4.03 The Municipality shall perform all Municipality's Work in a good and workmanlike manner and shall use its reasonable efforts to complete all Municipality's Work and have the Development fully completed as soon as possible following the execution of this Agreement.

4.04 Prior to the commencement of the Municipality's Work, the Municipality shall submit, for the approval of SHC:

(a) details of the proposed work including plans and specifications; and

(b) an estimate of the cost thereof;

(c) all contracts in connection with the said works, which shall be subject to the modifications, additions or deletions and final approval of SHC; and

(d) a schedule indicating the timing of the proposed work.

All municipality's Work shall be performed:

(aa) in accordance with the plans and specifications approved by SHC; and

(bb) subject to the regulation, control, supervision and inspection of SHC; and

(cc) in such manner as to satisfy and comply with any conditions or regulations imposed by SHC in connection therewith; and

(dd) in accordance with all applicable codes, bylaws and other legal requirements.

ARTICLE V - FINANCING AND COSTS

5.01 The Development Costs shall, except as hereinafter provided, be borne by the Municipality and by SHC according to their respective Proportionate Shares.

5.02 The Municipality shall in the first instance pay, when the same become due and payable, all charges forming part of the Development Costs, whether the commitment for such payments shall have been made by SHC or the Municipality, provided however:

(a) that no payment on a commitment made by SHC shall be made without the prior approval of SHC; and

(b) no commitment of expenditure pursuant to this Agreement shall be made without the prior approval of SHC.

5.03 On a monthly basis, the Municiaplity shall furnish to SHC a statement of payments made by the Municipality on account of Nonreimbursable Development Costs and Reimbursable Development Costs. SHC shall, within 30 days of the delivery of such statement, make payment to the Municipality of:

(a) 100% of the Reimbursable Development Costs; and

(b) SHC's Proportionate Share of the Nonreimbursable Development Costs.

5.04 All payments made by SHC or the Municipality on account of their Proportionate Share of Nonreimbursable Development Costs shall accrue, to the benefit of the party making such payment, interest at the Prime Rate calculated semi-annually as and from the date or dates of such payments to the date of repayment thereof.

5.05 SHC shall have control, in its absolute discretion, over the method of financing and all financial commitments undertaken in respect of the acquisition and Development of the Lands.

ARTICLE VI - OTHER LANDS BENEFITED

6.01 In the event that the work and services necessary to effect the Development benefits or services any lands other than the Lands ("the Benefited Lands"), the Municipality shall reimburse to SHC that proportion of the Development Costs which the Benefited Lands bears to the total of the Lands and the Benefited Lands.

6.02 The Reimbursable Development Costs, together with interest on the unpaid balance thereof at the Prime Rate calculated as and from the date of completion of the Development (which date shall be designated by the parties hereto and shall hereinafter be referred to as "the Completion Date") shall be payable in up to 15 equal annual instalments, with the first such instalment to become due on the first day of December first following the Completion Date.

6.03 The Municipality shall have the privilege of paying at any time any sum in addition to the sums payable hereunder, on account of the amount owing under this Article VI or any part thereof, without notice, bonus or penalty.

ARTICLE VII - DISPOSITION OF LOTS

7.01 The Municipality shall:

(a) arrange for the sale and conveyance of the Lots and shall bear all costs associated therewith;

(b) be responsible for the collection of all revenues received from the sale of the Lots; and

(c) submit a monthly statement of the sales of Lots to SHC in such form as may be accepatable to SHC.

7.02 The Lots shall be sold:

(a) to such classes of purchasers and on such terms and conditions as are approved by the parties hereto;

(b) by means of a standard sales form duly acceptable to SHC;

(c) at such dates as the parties shall mutually agree to;

(d) for a sum equal to the Development Costs plus an amount not exeeding 5 % thereof (which sum shall be pro rated to individual Lots on the basis of front footage).

7.03 The Municipality covenants and agrees to sell, transfer and assign to SHC, at and for the purchase price determined in accord with paragraph 7.02(d) hereof, any or all of the Lots with respect to which SHC has notified the Municipality of its intention to purchase. Upon SHC so notifying the Municipality there shall come into existence ipso facto a binding agreement of purchase and sale as between the parties, which sale shall be completed within a reasonable period of time thereafter.

7.04 The Municipality shall distribute in accord with Article VIII all Revenues received by it immediately upon receipt of same. Any distributions not so made to SHC immediately shall bear interest at the Prime Rate.

ARTICLE VIII - REVENUES

8.01 The Revenues shall be distributed in the follwong order of priorities:

(a) First, to the repayment to the parties pro rata or the payments made by them on account of Development Costs; and

(b) Secondly, to the payment to the parties pro rata of the interest which has accrued pursuant to paragraph 5.04 hereof; and

(c) Thirdly, as a distribution to each of the parties pro rata in accordance with their respective Proportionate Shares.

8.02 Notwithstanding anything to the contrary herein contained, if there shall be outstanding any loans made by SHC in favour of the Municipality, monies that would otherwise be distributed to the Municipality under this Article VIII shall, on demand of SHC, be paid to SHC on account of such loans.

8.03 It is the intention of the parties that any Revenues available for distribution hereunder shall be distributed promptly.

ARTICLE IX - MUNICIPALITY'S COVENANTS

9.01 The Municipality warrants that it has the power and authority to enter into this Agreement.

9.02 The Municipality covenants and agrees that so long as it holds title to the Lands or any part thereof pursuant to this Agreement:

(a) it will do all things necessary or expedient for the prudent management of the Lands;

(b) it will maintain and keep in good condition and repair all works and services benefiting the Lands;

(c) it will, upon the construction of water mains, deliver water to the said water mains in sufficient volume and pressure to provide such adequate fire protection as is provided to other parts of the Municipality;

(d) it will not levy or charge any municipal taxes, rates or charges of any nature whatsoever, against the Lands.

11.07 SHC shall have the right to assign its rights under this Agreement to any person, firm, association or corporation provided that such transferee shall agree in writing to assume all obligations undertaken by SHC herein and upon such assignment and assumption SHC shall ipso facto be under no further obligation hereunder. This Agreement shall not, however, be assignable by the Municipality without the prior written approval of SHC, which approval may be arbitrarily withheld.

ARTICLE XII - NOTICE

12.01 All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing be registered mail, postage prepaid, addressed to such other party or delivered to such other party:

(a) in the case of SHC at:
Chestemere Plaza,
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3V7

(b) in the case of the Municiaplity at:

Town of Davidson
Box 340
DAVIDSON, Saskatchewan
SOG 1AO

In Witness Whereof SHC has executed this agreement this _____ day of ____ _____, A.D. 19 _____.

SASKATCHEWAN HOUSING CORPORATION

_____
Minister in Charge

_____
President

In Witness Whereof the Municipality has executed this agreement this _____ day of _____, A.D. 19 ____.

Town of Davidson
(Name of Municipality)

Per: M H Ruckle

Per: _____

SCHEDULE "A"

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

Lots 1 - 6, Block 37, and Lots 10 - 19, Block 7, as shown on the attached proposed subdivision plan of Parcel R, Plan No. 77MJ09431, dated 1983, containing an area of 1.64 hectares.

SCHEDULE "B"

MUNICIPALITY'S WORK

To include:

a) Planning & Survey requirements
b) Design, engineering & installation of the following services:

   i) Storm Sewer
   ii) Sanitary Sewer
   iii) Water Mains
   iv) Service Connections
   v) Gravelled Streets

c) Co-ordination and installation of the following utilities:

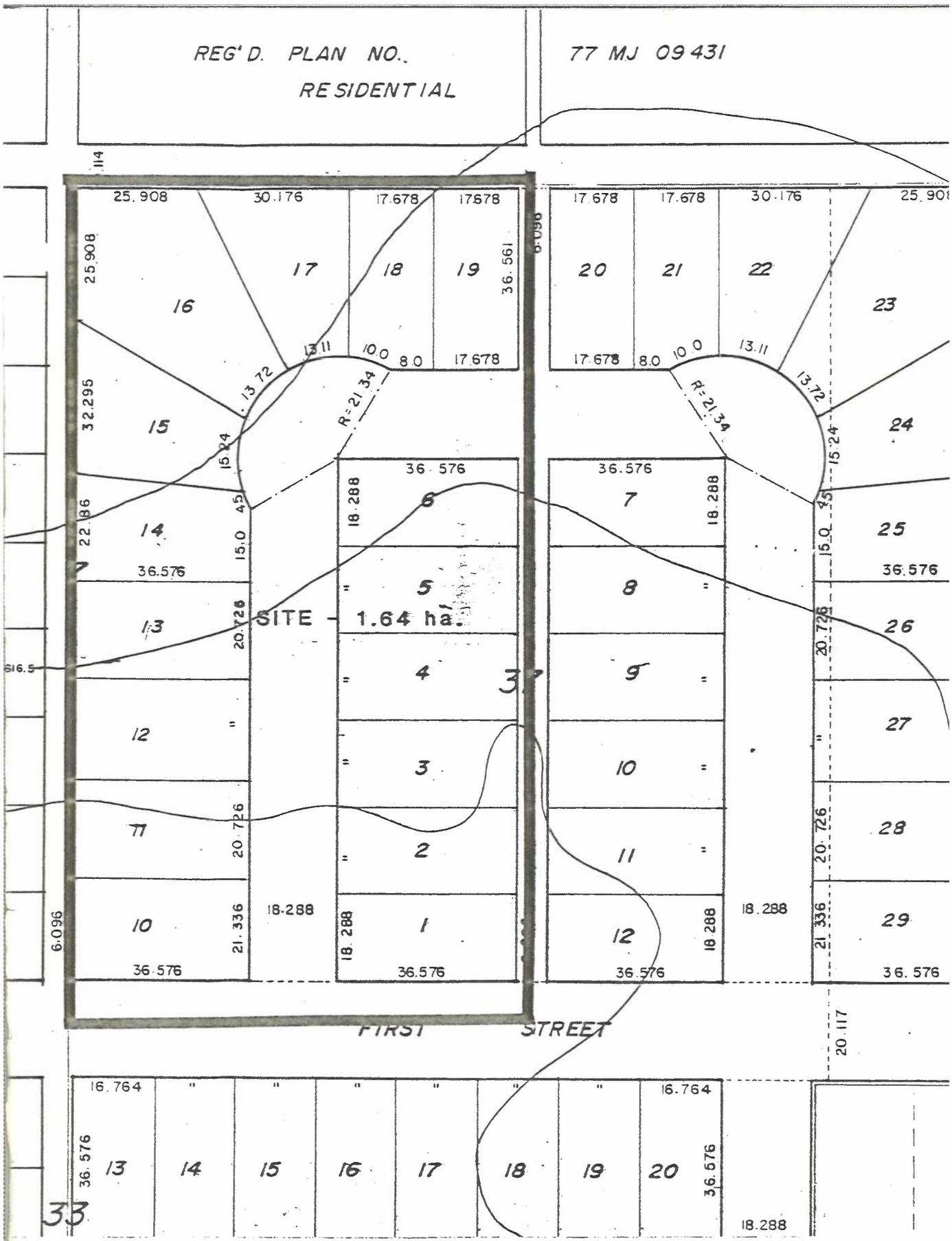
   i) Electrical
   ii) Street Lights
   iii) Natural Gas

SCHEDULE "C"

SHC'S WORK

To include:

a) Prior approval of all works and contracts
b) Preparation of Close-Out Schedule
c) Preparation of Lot Sale Schedule


REG'D. PLAN NO.
RESIDENTIAL
77 MJ 09431
SITE - 1.64 ha.
FIRST STREET
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R=21.34
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30.176
17.678
17.678
17.678
17.678
30.176
25.908
32.295
22.186
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6.096
13.11
10.0
8.0
13.72
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15.0
20.726
21.336
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16.764
20.117
616.5
33

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

The Council of the Town of Davidson 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 Davidson for the approval of the Local Government Board to the said Agreement and consent to the passing of proposed Bylaw No. 414 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.

Excerpt from minutes
of a meeting
DEC 9 1983
THE
LOCAL GOVERNMENT BOARD

Certified True Copy

Secretary
Member