

THIS AGREEMENT made this 20th day of March A.D. 1975 BETWEEN:

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

OF THE FIRST PART:

- and -

THE TOWN OF MOSSBANK  
in the Province of Saskatchewan  
(hereinafter called "the Municipality")

OF THE SECOND PART:

PUBLIC RENTAL HOUSING AGREEMENT

WHEREAS, by an agreement dated the 18th day of June, A.D. 1974, between Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of the Province of Saskatchewan, Central Mortgage and Housing Corporation, and the Saskatchewan Housing Corporation, the said parties may finance jointly the acquisition or constuction of houses,

AND WHEREAS Clause 1 of the said agreement provides for the designation of specific projects from time to time by designation agreements.

AND WHEREAS by a designation agreement between the Saskatchewan Housing Corporation and Central Mortgage and Housing Corporation (hereinafter called "the Corporation") dated the 20th day of January A.D. 1975, a project consisting of 10 units, in the Town of MOssbank in the Province of Saskatchewan, and identified as Project No. Mossbank # 1 F.P. 1 was designated as a housing project;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, do covenant and agree with each other as follows:

1. The parties hereto mutually agree, pursuant to Section 40 of the National Housing Act and Section 15 of the Saskatchewan Housing Corporation Act, to co-operate, in accordance with the terms and conditions hereunder and on the basis of the terms and conditions contained in the above noted designation agreement and the master agreement, in the construction and/or acquisition of the housing project as named and referred to in the designation agreement hereunto annexed as Schedule "A" to this agreement.
2. The municipality agrees to sell to the Provincial Corporation, or the "responsible party" as nominated in the designation agreement, the lands shown outlined in red on the plans hereunto attached and marked as Schedule "B", to this agreement (hereinafter referred to as "the lands") as are required for the development of the project and shall accept as consideration for the said transfer the sum of Four Thousand Dollars \$4,000.00.
3. The municipality further agrees that the land shall be transferred, free and clear of all encumbrances, to the Corporation, or the "responsible party", which lands shall be held in trust for the parties as tenants in common, as establishes in the master agreement as above outlined.
4. The municipality further agrees that it will assume its appropriate share of the capital costs of the project, which share shall be 20% of the Provincial Corporation's 25% share of the capital costs, and similarly, that it will pay or receive a similar proportionate share of the profits or deficits resulting from the operation of the project during each calender year. The interest rates for the purpose of this agreement shall be 10 3/8 % per annum in respect of the Corporation and 10 7/8 % per annum in respect of the Provincial Corporation and the Municipality, both rates calculated semi-annually and not in advance.
5. The Municipality agrees that it will carry out the engineering design, construction and install ation, including field investigation and layout, preliminary final planning and the preperation of such plans, working drawings and specifications as may be necessary in connection with the provision of services and/or improvements in accordance with standard engineering practices, and without restricting the generality fo the foregoing, provide the following services:

- (a) Sewer and water mains
- (b) Gravelled roads and lanes

This Schedule "A"  
hereto annexed and  
forming part of  
Bylaw No. 86

Town Clerk

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

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The Council of the Town of Mossbank has submitted copy of proposed Agreement between the said Town and Her Majesty the Queen in Right of Canada, represented by the Minister of State for Urban Affairs; and between the said Town and Her Majesty the Queen in Right of Saskatchewan, represented by the Minister responsible for the Saskatchewan Housing Corporation and Central Mortgage and Housing Corporation, respecting the acquisition and developing of lands and the construction thereon of a rental housing project of approximately ten housing units, supported by a request from the said Council of the Town of Mossbank for the approval of the Local Government Board to the said Agreement and consent to the passing of proposed Bylaw No. 86 in connection therewith, pursuant to the provisions of The Saskatchewan Housing Corporation Act, 1973.

After careful 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

MAY 26 1975

THE  
LOCAL GOVERNMENT BOARD

Certified True Copy

D. J. Demery  
Secretary

Bylaw 86

TOWN OF MOSSBANK

BYLAW NO. 86

A BYLAW OF THE TOWN OF MOSSBANK AUTHORIZING COUNCIL OF THE SAID TOWN OF MOSSBANK TO ENTER INTO A SENIOR CITIZENS HOUSING PROJECT 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 Senior Citizens Housing Agreement or Agreements as contemplated by Section 26 of the said Act, and"

AND WHEREAS the Council of the Town of Mossbank deems it expedient to undertake a Senior Citizens Housing Project within the terms of the said Act;

NOW THEREFORE, The Council of the Town of Mossbank 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 SASKATCHEWAN HOUSING CORPORATION  
(Hereinafter called "the Provincial Corporation")

OF THE FIRST PART:

- and -

THE TOWN OF MOSSBANK  
(Hereinafter called "the Municipality")

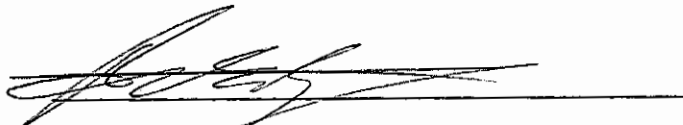
OF THE SECOND PART:

be and the same is hereby ratified and confirmed.

(2) That the Mayor and Town Administrator for the Town of Mossbank be and they are hereby authorized and empowered to sign the said agreements on behalf of the said Town and affix thereto the corporate seal of the Town of Mossbank.

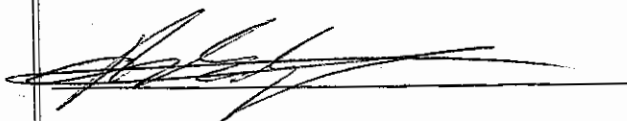
(3) That this Bylaw shall come into force on the day of its approval by the Local Government Board.

  
MAYOR

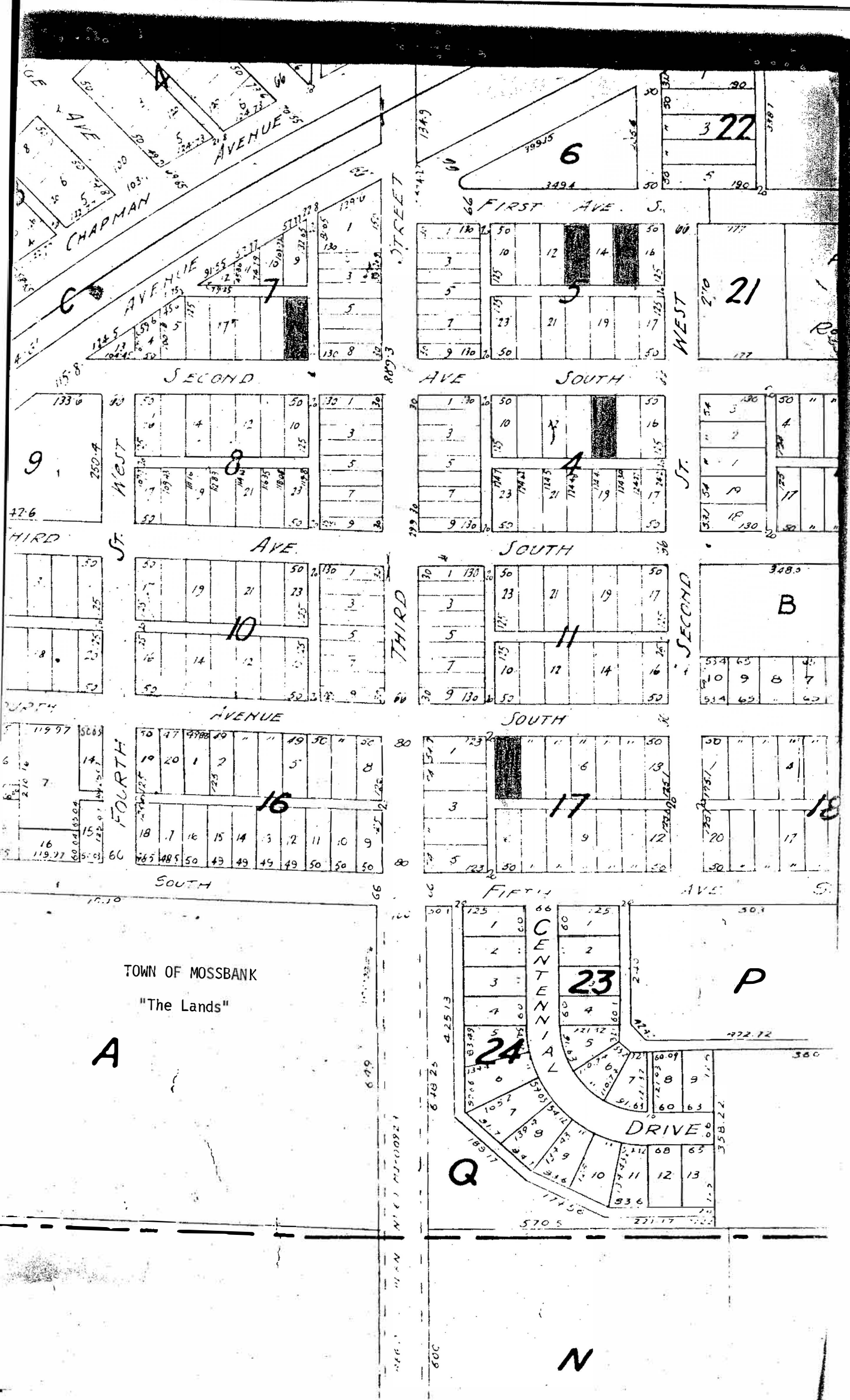
  
TOWN CLERK

Certified a true copy of the Bylaw  
adopted by resolution of the Council  
on the 20th day of March, 1975.

  
MAYOR

  
TOWN CLERK

*Please Return  
This Copy to  
Clerk's Office  
20th*



- (c) Street lighting
- (d) Sidewalks except for Lot 19, Block 17, Plan cx528
- (e) Ten 4" sewer and ten 3/4" copper water laterals from the street mains to within three feet of the foundation wall at cost, plus 15% per lineal foot including full compaction.

6. The Corporation and/or the "responsible party" shall require all contractors engaged in construction of the project to apply to the Municipality and pay for all required permits, including building, plumbing and water service permits. The Municipality may inspect the building operations and shall inspect the plumbing installations and any representations as a result of such inspection, shall be made to the Corporation and/or the "responsible party". The housing units shall be of a standard at least equal to the minimum requirements for planning, construction and materials for building upon which loans are made under the National Housing Act.

7. The Corporation and/or the "responsible party" shall provide such easements as the Municipality may require for sewers, water mains and public utility service lines (including street lighting lines) as are necessary within the project areas.

8. (1) The parties hereunto agree that the project, when completed, will be administered by a local housing authority (hereinafter called "the Authority") duly appointed under and by provisions of the Saskatchewan Housing Corporation Act, and further agree to enter into an agreement the Local Housing Authority of the first part, the Corporation and the Provincial Corporation of the second part, and the Town of Mossbank of the third part. The agreement shall provide for the payment by the authority to the Municipality, annually, in lieu of general and school taxes with respect to the land and buildings used for such housing accommodation, a sum of money equal to that which would otherwise be payable to the Municipality at the values prescribed by the relevant statutes of the Province of Saskatchewan.

(2) The rentals to be charged by the Local Housing Authority shall be established from time to time by the Corporation and the Provincial Corporation or shall be such as may be determined by the Local Housing Authority pursuant to a formula to be established from time to time by the Corporation and the Provincial Corporation.

9. The Municipality agrees that no municipal taxes, rates or charges shall be levied or imposed against the Corporation and/or the "responsible party" in respect of the project, so long as owned by it, and no payment in lieu thereof shall be made in respect of the period prior to the occupancy of each building or group of building in the said project.

10. The Municipality shall provide to the tenants or occupants of the housing units within the project, all facilities and services that are provided to other property owners or tenants in the Municipality, including, but without limiting the generality of the foregoing, garbage collection, fire and police protection and educational facilities.

11. Nothing herein shall be construed to prevent the sale or other disposition of any of the lands and buildings forming part of the project, and the Corporation and/or the "responsible party" may sell or otherwise dispose of any of such lands or buildings, or both, for such amount upon such terms and conditions as may be agreed upon by the Corporation and/or the "responsible party".

12. In the event that the housing units or any of them are destroyed from any cause, or sold by the parties hereto at any time prior to the complete amortization of the cost of the project, then the Provincial Corporation shall pay to the Municipality, such sum or sums as shall be required to restore the respective share of capital investment to the Municipality.

13. The parties hereunto mutually agree to execute such further conveyances and other documents as are necessary to implement the provisions and intentions of this agreement.

DATED THIS 20th DAY OF MARCH A.D. 1975.

This is Schedule "A" hereto annexed and forming part of Bylaw No. 86

THE TOWN OF MOSSBANK

Mayor

Town Administrator

SASKATCHEWAN HOUSING CORPORATION

Hon. Ed Ichorzewski Minister-in-Charge of the Saskatchewan Housing Corporation

S. Willox, General Manager

Town Clerk

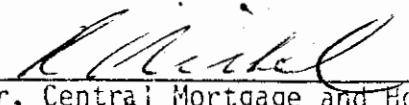
WHEREAS by an agreement dated the 18th day of June 1974 between Canada, the Province of Saskatchewan, Central Mortgage and Housing Corporation, the Corporation, and the Saskatchewan Housing Corporation may finance jointly the acquisition or construction of houses.

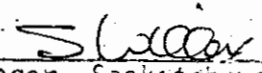
AND WHEREAS clause 1 of the said agreement provides for designation of specific projects from time to time by designation agreements.

It is agreed as follows:

1. The "responsible party" for the purposes of Clause 3, 4, 12, 13 and 14 of the said agreement shall be the Central Mortgage and Housing Corporation
2. The project consisting of 10 units, in Mossbank, Saskatchewan and identified as Project No. F.P. 1 is hereby designated a housing project.  
Schedule "B" attached.
3. The interest rates for the purpose of this agreement shall be: 10 7/8 % per annum in respect of the share of the Saskatchewan Housing Corporation and 10 3/8 % per annum in respect of the share of the Corporation, both rates calculated semi-annually not in advance.
4. The date of completion of the project shall be December 31, 1975 or such other date as the Corporation and the Saskatchewan Housing Corporation may agree upon and from and after that date capital expenditures shall cease and all expenditures made thereafter shall be regarded as operating expenses.
5. The payments to be made by the occupant of each housing unit shall be in accordance with Schedule "A" attached.
6. Canada and the Province agree to co-operate in the development and implementation of a program of public information respecting the construction or acquisition of the project under this agreement that accurately reflect the role and contributions of Canada and the Province and the agents thereof and without limiting the generalities of the program agree to:
  - (a) Supply, erect and maintain during the course of construction, where appropriate, a project sign or signs specifying that the relevant project is a Federal-Provincial Project financed by contributions by the Government of Canada and Central Mortgage and Housing Corporation and the Government of the Province of Saskatchewan.
  - (b) Supply, erect and maintain upon completion of the project, where appropriate, a permanent sign or plaque to the effect set forth in (a).
  - (c) Invite to any ceremonies associated with the project under this agreement the Federal Minister, the Provincial Minister, the MP and MLA for the area and the President of CMHC and the Head of the Provincial Agency or their respective representatives.
  - (d) Arrange jointly any announcements relating to this agreement or projects undertaken pursuant to this agreement.

SIGNED BY THE PARTIES HERETO this 20th day of January A.D. 1975

  
Manager, Central Mortgage and Housing Corporation

  
Manager, Saskatchewan Housing Corporation



SCHEDULE "A"

RE: FEDERAL-PROVINCIAL HOUSING AGREEMENT, SECTION 40 NATIONAL HOUSING ACT

WHEREAS by an agreement dated the 18th day of June, 1974 between Canada, the Province of Saskatchewan, Central Mortgage and Housing Corporation, the Corporation, and the Saskatchewan Housing Corporation may finance jointly the acquisition or construction of houses.

AND WHEREAS clause 1 of the said agreement provides for designation of specific projects from time to time by designation agreements.

It is agreed as follows:

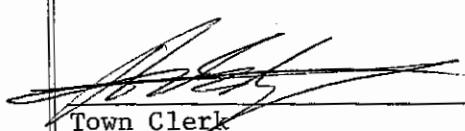
1. The "responsible party" for the purposes of Clause 3, 4, 12, 13 and 14 of the said agreement shall be the Central Mortgage and Housing Corporation.
2. The project consisting of 10 units, in Mossbank, Saskatchewan and identified as Project No. F.P. 1 is hereby designated a housing project.  
Schedule "B" attached.
3. The interest rates for the purpose of this agreement shall be: 10 7/8% per annum in respect of the share of the Saskatchewan Housing Corporation and 10 3/8% per annum in respect of the share of the Corporation, both rates calculated semi-annually not in advance.
4. The date of completion of the project shall be December 31, 1975 or such other date as the Corporation and the Saskatchewan Housing Corporation may agree upon and from and after that date capital expenditures shall cease and all expenditures made thereafter shall be regarded as operating expenses.
5. The payments to be made by the occupant of each housing unit shall be in accordance with Schedule "A" attached.
6. Canada and the Province agree to co-operate in the development and implementation of a program of public information respecting the construction or acquisition of the project under this agreement that accurately reflect the role and contributions of Canada and the Province and the agents thereof and without limiting the generalities of the program agree to:
  - (a) Supply, erect and maintain during the course of construction, where appropriate, a project sign or signs specifying that the relevant project is a Federal-Provincial Project financed by contributions by the Government of Canada and Central Mortgage and Housing Corporation and the Government of the Province of Saskatchewan.
  - (b) Supply, erect and maintain upon completion of the project, where appropriate, a permanent sign or plaque to the effect set forth in (a).
  - (c) Invite to any ceremonies associated with the project under this agreement the Federal Minister, the Provincial Minister, the MP and MLA for the area and the President of CMHC and the Head of the Provincial Agency or their respective representatives.
  - (d) Arrange jointly any announcements relating to this agreement or projects undertaken pursuant to this agreement.

SIGNED BY THE PARTIES HERETO THIS 20th day of January A.D. 1975.

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Manager, Central Mortgage and Housing Corporation

This is Schedule "A" hereto annexed and forming part of Bylaw No. 86.

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Manager, Saskatchewan Housing Corporation

  
\_\_\_\_\_  
Town Clerk

SCHEDULE "B"

Town of Mossbank

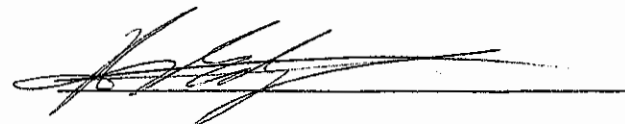
SCHEDULE OF LOTS OFFERED TO THE PARTNERSHIP,  
INCLUDING LEGAL DESCRIPTION

LEGAL DESCRIPTION				SEWER AND WATER MAINS SUBJECT TO LOCAL IMPROVEMENT TAX EXPIRY YEAR WATER AND SEWER 1981 ANNUAL TAX	TOTAL COST OF LAND INCLUDES* LOCAL IMPROVEMENT TAX TO DECEMBER 31, 1974
Lot	Block	PLAN	FRONTAGE		
13	5	AG895	50'	\$32.00	\$800.00
15	5	AG895	50'	\$32.00	\$800.00
14	4	AG895	50'	\$32.00	\$800.00
20	7	AG895	50'	\$32.00	\$800.00
19	17	CX528	50'	\$32.00	<u>\$800.00</u>
					\$4,000.00

\*Total land cost includes the following services:

- (1) Sewer and water mains
- (2) Gravelled roads and lanes
- (3) Street lighting
- (4) Sidewalks except for Lot 19, Block 17, Plan CX528

This is Schedule "B" hereto annexed  
and forming part of Schedule "A"

  
Town Clerk