

## **11.3 TOWN OWNED RESIDENTIAL LOTS FOR SALE & SQUARE FOOTAGE**

### **POLICY**

Each Serviced Town owned lot sold by the Town of Churchbridge will be sold at price set by resolution of council and as posted on the Town of Churchbridge website.

Each single lot in the Town of Churchbridge on Cedar Crescent and Prothero Avenue East require a minimum of 1,200 square foot residence. New lots on Prothero Ave East are \$300 per square foot.

Each single lot sold in the Town of Churchbridge on Basken Street requires a minimum 1,000 square foot residence.

Each double lot sold in the Town of Churchbridge requires a minimum 1,500 square foot residence.

All purchasers will be required to complete a Residential Agreement for Sale of Land as below.

#### **11.3.0 RESIDENTIAL AGREEMENT FOR SALE OF LAND**

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**THE TOWN OF CHURCHBRIDGE**, in the  
Province of Saskatchewan

(Hereinafter called the "**VENDOR**")

**OF THE FIRST PART**

AND

\_\_\_\_\_  
In the Province of Saskatchewan,  
(Hereinafter called the "**PURCHASER**")

**OF THE SECOND PART**

#### **RESIDENTIAL AGREEMENT FOR SALE OF LAND**

**WHEREAS** the **VENDOR** is the registered owner of the land described in this Agreement;

**AND WHEREAS** the **VENDOR** is desirous of preventing any speculation on the value of the land:

**AND WHEREAS** the **PURCHASER** desires to purchase the land from the **VENDOR** for the purpose of constructing a building on it.

**THE PARTIES AGREE AS FOLLOWS:**

1. The **VENDOR** agrees to sell to the **PURCHASER**, and the **PURCHASER** agrees to buy from the **VENDOR**, the following land situated in the TOWN OF CHURCHBRIDGE, in the Province of Saskatchewan:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_

Civic Address - \_\_\_\_\_

For the sum of \$ \_\_\_\_\_ Dollars, plus applicable taxes.

If applicable, the **PURCHASER'S** GST registration number is: \_\_\_\_\_

2. The purchase price for the land shall be comprised of the price for the land and the price for certain services. The purchase price shall be paid:

(a) By a non-refundable deposit of 10% of the purchase price on the signing of this Agreement;

(b) By payment of the balance of the purchase price within twelve (12) months from the date the 10% deposit is paid at which time the **VENDOR** will affect a transfer of the land.

3. "**SERVICES**" when used in this Agreement shall be comprised of the checked items only, as follows:

- Primary sanitary sewer trunk mains: To property line
- Primary water trunk mains: To property line
- Primary electrical service: To property line
- Primary natural gas service: To property line

Paving: New- to be completed at a later date

4. It is agreed between the parties that the **PURCHASER** acquires this property for the purpose of constructing a \_\_\_\_\_ building measuring \_\_\_ft/m long, \_\_\_ft/m wide and \_\_\_\_\_ft/m high with a full/part basement at a estimated completion value of \$ \_\_\_\_\_

5. It is agreed between the parties that if the **PURCHASER** uses the property for any other purpose, the **VENDOR** shall have the right to terminate this Agreement at any time.

6. The **PURCHASER** agrees to:

Commence building construction on the land and complete it to the first floor joist stage, within six (6) months from the date of transfer of title;

Complete construction of the building and site clean up to the satisfaction of the **VENDOR** within twelve (12) months from the date of transfer of title.

(c) Pay the costs of registering a Transfer of Title pursuant to *The Land Titles Act*, and all other costs that are not specifically agreed to be paid by the **VENDOR** within the agreement.

7. (a) The **PURCHASER** agrees that in the event the construction is not completed to the stage and within the times specified in Paragraph 6, the **VENDOR** may declare this Agreement terminated by resolution of the **VENDOR**.

(b) The **VENDOR** may, however, upon written request by the **PURCHASER**, permit an extension of the required building completion date should, solely in the **VENDOR'S** discretion, the imposition of this condition create an undue hardship upon the **PURCHASER**. The **VENDOR** may provide the said extension upon such terms and conditions as a **PURCHASER** suffers health problems, unexpected financial problems or if construction has exceeded more than 50% of the expected progress.

(c) It is agreed by the **PURCHASER** that there is no obligation, either implied or expressed, on the part of the **VENDOR** to permit any extension of the required building date. In the event that any extension may be permitted by the **VENDOR**, the **PURCHASER** agrees that the extension shall not be deemed to be continuing and, further, shall in no manner restrict, limit or otherwise alter the **VENDOR'S** rights and privileges to immediately terminate this Agreement.

(d) The **PURCHASER** agrees that if this Agreement is terminated as provided herein, the purchase price paid shall be refunded to the **PURCHASER** less the down payment of ten (10%) per cent which shall be retained by the **VENDOR** as consideration for non-compliance with the terms of this Agreement.

8. Time shall be of the essence of this Agreement, and no representations or conditions relating to the property, save as expressly provided in this Agreement, shall be binding upon the **VENDOR**.

9. The **VENDOR** agrees that the said land shall be free from all encumbrances save for any required easements to be reserved by the TOWN OF CHURCHBRIDGE, Saskatchewan Power Corporation, Saskatchewan Telecommunications, Canadian Department of Transport or other Public Utility Company. It is, however, expressly agreed by the **PURCHASER** that the **VENDOR** may register this Agreement as an encumbrance upon this land at any time, provided that it shall be discharged by the **VENDOR** upon satisfactory completion by the **PURCHASER** of all terms and conditions of this Agreement. The **PURCHASER** agrees to be aware of the easements, encumbrances and the location of the rights of way and the prohibitions imposed in excavating and building on the land.

10. The **PURCHASER** agrees that it will be responsible for all taxes from the date of signing this Agreement.

11 The **PURCHASER** agrees to comply with all Bylaws of the TOWN OF CHURCHBRIDGE and applicable Building Codes respecting the erection of structures on the land along with any related servicing.

12. The **PURCHASER** shall have the right of possession of the land after the signing of this Agreement provided it has been granted a building permit by the TOWN OF CHURCHBRIDGE.

13. This agreement shall not be assigned without the prior written consent of the **VENDOR** and may be assigned only upon the following terms and conditions:

(a) The Assignor shall be only be permitted to recover from the Assignee the amounts the **PURCHASER** has paid to the **VENDOR** under this Agreement plus a reasonable portion of legal fees and taxes paid in respect of the property being assigned as shall be determined by the **VENDOR**.

(b) The Assignee shall pay directly to the **VENDOR** such an amount as represents the monetary difference between the price of the property at the time of the purchase by the Assignor and the price of the property at the time of an approved assignment. The **VENDOR** may, in its sole discretion, agree to postpone the payment by the assignee but not to a date later than the dates provided to the **PURCHASER** under the Agreement.

(c) The Assignee shall be required to complete building construction strictly within the period of time stipulated in this Agreement. However, the **VENDOR** may, upon written request, permit an extension of the required building completion date should, solely in the **VENDOR'S** discretion, the imposition of this condition create an undue hardship upon the Assignee. The **VENDOR** may provide the said extension upon such terms and conditions as a **PURCHASER** suffers health problems, unexpected financial problems or if construction has exceeded more than 50% of the expected progress

(d) The Assignee agrees to abide by all covenants, conditions, provisions and terms of this Agreement between the **VENDOR** and the **PURCHASER**. The **VENDOR** may in its discretion postpone its rights under this Agreement in favour of such Mortgage Corporation or Lending Institution but in no event shall the **VENDOR** be obligated to do so.

14. It is hereby agreed that upon the **PURCHASER** providing the **VENDOR** with sufficient proof that the **PURCHASER** has negotiated and obtained consent to a loan from a Mortgage Corporation or Lending Institution to provide the **PURCHASER** with sufficient capital monies to erect or otherwise complete the building the **PURCHASER** has agreed hereinto to construct, and that it is a requisite that the **PURCHASER** obtain a transfer of title for registration before monies are advanced, the **VENDOR** may, upon the **PURCHASER'S** request, deliver to the said Mortgage Corporation or Lending Institution or its appointed agents, a registerable transfer to the said land in the name of the **PURCHASER strictly** upon the following trusts and conditions:

(a) The **PURCHASER** provides to the **VENDOR** a non-refundable deposit in the amount of 10% of the purchase price;

(b) The solicitors for the **PURCHASER'S** Mortgage Corporation or Lending Institution provide a signed statement of trust conditions, as prepared by the **VENDOR**;

(c) The **PURCHASER** shall pay to the **VENDOR** the remaining amount of the purchase price within twelve (12) months from the date the 10% deposit is received from the **PURCHASER** in accordance with Subsection (a).

15. The **PURCHASER** agrees that the land is purchased as found, without the right to demand leveling, filling or top soil from the **VENDOR**.

16. The **PURCHASER** hereby agrees to locate the boundaries of the land at its own expense.

17. It is expressly understood and agreed that any building constructed on the said land shall not be occupied without sewer and water services and connections first having been constructed and connected to the municipal sewer and water system of the TOWN OF CHURCHBRIDGE.

18. It is understood and agreed that all the covenants contained in the Agreement shall be deemed covenants running with the land and the **VENDOR** may register and maintain a interest against the title thereto in perpetuity. It may by action or otherwise, exercise all the rights and privileges granted in this Agreement and compel compliance with all the terms of this Agreement notwithstanding transfer of title of the land to the **PURCHASER**.

19. In the event that the **PURCHASER** is a corporation, the parties hereto expressly waive the provisions of *The Limitation of Civil Rights Act, R.S.S.* and *The Land Contracts Actions Act, R.R.S.*

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns to the **VENDOR** and permitted successors and assigns of the **PURCHASER**.

**IN WITNESS WHEREOF** the said **VENDOR** has hereunto affixed its seal, attested by the hands of its proper officers duly authorized in that behalf on the day and year first above written.

**TOWN OF CHURCHBRIDGE**

(SEAL)

Per:

\_\_\_\_\_

Mayor

Per:

\_\_\_\_\_

Administrator

**IN WITNESS WHEREOF** the **PURCHASERS** have hereunto affixed their names on the day and year first above written.

**THE PURCHASER(S)**

**SIGNED, SEALED and DELIVERED**  
**in the presence of:**

Per: \_\_\_\_\_

Signature of Purchaser

\_\_\_\_\_  
Witness

Per:

\_\_\_\_\_

Signature of Purchaser

\_\_\_\_\_  
Witness

**AFFIDAVIT**

**C A N A D A  
PROVINCE OF SASKATCHEWAN  
TO WIT:**

I, \_\_\_\_\_, of the TOWN OF CHURCHBRIDGE, in the Province of Saskatchewan, Town Administrator, make oath and say:

- 1. **THAT** I was personally present and did see \_\_\_\_\_ named in the within Agreement, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.
- 2. **THAT** the same was executed at the TOWN OF CHURCHBRIDGE, in the Province of Saskatchewan, and that I am the subscribing witness thereof.
- 3. **THAT** I know the said \_\_\_\_\_ and each is in my belief of the full age of eighteen years.

**SWORN** before me at the TOWN OF CHURCHBRIDGE, in the Province of)

Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_ )

\_\_\_\_\_, 20\_\_\_\_ )

)

\_\_\_\_\_

Witness

\_\_\_\_\_) )

A Commissioner for Oaths in and for the Province of Saskatchewan.

My Commission expires \_\_\_\_\_