

**TOWN OF ESTERHAZY
BYLAW NO. 753-19**

A BYLAW OF THE TOWN OF ESTERHAZY, IN THE PROVINCE OF SASKATCHEWAN, TO ADOPT AN AGREEMENT PROVIDING FOR AN OPTION TO PURCHASE CERTAIN RESIDENTIAL LAND.

The Council of the Town of Esterhazy in the Province of Saskatchewan enacts as follows:

1. The draft Agreement and Option to Purchase as annexed hereto and marked as Schedule "A" to this Bylaw is hereby adopted.
2. The said Draft Agreement may be applied to the sale of the following lots, in registered Plan No. 101253697, at the stated price plus applicable taxes:

Block 22	Amount	Block 23	Amount
Lot 1	\$38,308.25	Lot 7	\$24,688.75
Lot 3	\$36,650.59	Lot 8	\$25,915.30
Lot 4	\$36,650.59	Lot 9	\$18,039.91
Lot 5	\$36,650.59	Lot 10	\$20,511.22
Lot 6	\$36,650.59	Lot 11	\$19,090.37
Lot 7	\$32,578.92	Lot 14	\$31,098.76
Lot 8	\$32,545.92	Lot 15	\$27,287.57
Lot 9	\$35,703.36	Lot 16	\$10,000.00
Lot 10	\$47,782.59	Lot 17	\$10,000.00
Lot 11	\$49,733.73	Lot 18	\$10,000.00
Lot 12	\$24,085.60		
Lot 13	\$20,978.76		
Lot 14	\$20,361.44		
Lot 16	\$23,564.42		
Lot 17	\$25,497.34		
Lot 19	\$31,963.01		
Lot 21	\$31,963.01		
Lot 22	\$28,350.17		

3. The Administrator is hereby authorized on behalf of the Town of Esterhazy to enter into and execute individual agreements in the form of Schedule "A" pertaining to each of the said lots at the stated price. Notwithstanding the foregoing, the Administrator may decline to execute the Agreement and refer the matter to the Council.
4. Bylaw NO. 637-09, Bylaw No. 646-10, Bylaw No. 676-13, and Bylaw No. 663-11 is hereby repealed.
5. This Bylaw will come into force and take effect on the 10 day of April, 2019



Read a third time and adopted

This 10 day of April, 2019

Mayor

Administrator

Bylaw No. 753- 19

Schedule "A"

THIS AGREEMENT MADE BETWEEN:

THE TOWN OF ESTERHAZY
a Municipal Corporation
in the Province of Saskatchewan

HEREINAFTER CALLED "THE TOWN"

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HEREINAFTER CALLED "THE PURCHASER"

WHEREAS the Town is the legal owner of certain lots within the municipal boundaries of the Town, which lots are zoned for Residential purposes;

AND WHEREAS the Town is desirous of promoting appropriate Residential construction upon the said lots;

AND WHEREAS the Town has developed the said lots to make them suitable for Residential purposes, including the construction of pavement, curb, gutter and street lighting.

AND WHEREAS the Town is desirous to provide the opportunity for purchasers to undertake advance planning toward the construction of single detached dwellings on the said lots subject to the following supplementary building controls:

- a) Minimum main dwelling floor area above grade of 1,300 square feet;
- b) Minimum double attached garage constructed at the same time as the dwelling;
- c) Minimum 4-in-12 roof pitch;
- d) All of the front elevation of the structure, above foundation and below roof but excluding openings, clad with masonry veneer, stucco or vinyl siding.
- e) Mobile Homes are not allowed in this subdivision.
- f) Modular Homes may be allowed in this subdivision only with Council's approval.
- g) Landscaping, seeding of grass, etc., to be completed within two years of residential completion.
- h) Rear yard access to the Municipal Reserve is only allowed for pedestrian traffic and not vehicular traffic.

NOW THEREFORE the following shall be the terms of purchase and sale of Lot _____, Block _____, Plan No. _____:

- a) The hereinbefore unnumbered clauses in the recital are deemed to be and are incorporated into this agreement.
- b) The purchase price is _____ plus GST \$ _____ = \$ _____ receipt of which sum is hereby acknowledged by the Town;
- c) Prior to commencing construction of a building or buildings on the said lot, the Purchaser shall obtain written approval of the Town of the plans and specifications of such buildings to be so constructed, the said written approval taking the form of a Building Permit;

- d) The Purchaser shall be entitled to possession of the said lot from and after the date of paying the full purchase price plus applicable taxes and the signing of the transfer back;
- e) The Purchaser shall be responsible for taxes on the said lot from and after the date of this Agreement;
- f) The Purchaser agrees that before title is transferred, it will sign a transfer authorization which transfers the property back to the Vendor, which the Vendor can register, if necessary, in accordance with the terms outlined in paragraph g) hereof. The title number on the transfer authorization will be blank at the time of the Purchaser signing. The Vendor shall have authority to insert the new title number after transfer, and to register the transfer back should the Purchaser not comply with the terms in paragraph g) hereof. The Purchaser shall be responsible for all legal fees and disbursements incurred by the Town in registering the transfer back;
- g) Upon commencement of construction, the Town shall provide the Purchaser a registrable transfer of the said lot pursuant to The Land Titles Act 2000, and the Town covenants that the said lot shall be free and clear of all encumbrances, save and except for all standard utility easements, and the miscellaneous interest registered pursuant to clause h) hereof. In the event that construction is not started within six (6) months from the date the Town provides the title transfer to the Purchaser, and/or the structure completed within two (2) years of its commencement, or as otherwise agreed upon by Resolution of Council, the Purchaser shall forfeit all rights to the said property and the purchase price shall be refunded in full except 10% of the purchase price which shall be forfeited by the Purchaser;
- h) The Purchaser agrees that the Vendor shall be entitled to register a miscellaneous interest against the title to the property, in order to protect its interests under the transfer back provisions of clause g). The Vendor agrees to postpone its interest, if necessary, to any interest registered on behalf of the purchaser, in order to secure financing for the development of the property. The Purchaser agrees to pay all costs associated with the registration of the miscellaneous interest, and to discharge the miscellaneous interest once the Purchaser has met its obligations under this Agreement. The Purchaser agrees to be responsible for all costs associated with the discharge of any interest(s) registered by or against it, from the title, in the event that the Vendor registers the transfer back. Such discharge(s), if any, will be registered within 15 business days of the transfer back being registered;
- i) The Purchaser shall be solely responsible for registration of said transfer, and the Town shall not be considered as acting on behalf of the Purchaser in this regard;
- j) The Purchaser shall be responsible to make arrangements with any public utility for connection to public utility services and be solely responsible for the cost thereof;
- k) This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and successors the parties hereto;
- l) In the event of failure by the Purchaser to perform or fulfill any covenant or condition of this Agreement, the Town shall be at liberty to determine and put an end to this Agreement by legal action and to retain by way of liquidated damages any sum or sums paid hereto and any improvements made by the Purchaser to the lot;
- m) The Purchaser shall be responsible for taxes on the said lot from and after the date of this Agreement;
- n) Upon commencement of construction, the Town shall provide to the Purchaser a registrable transfer of the said lot pursuant to The Land Titles Act and the Town covenants that the said lot shall be free and clear of unauthorized encumbrances. In the event construction is not started within six (6) months and the structure completed within two years, or as otherwise agreed upon by Resolution of Council, the Purchaser shall forfeit all rights to the said property and the purchase price shall be

refunded in full except 10% Non-refundable Deposit which shall be forfeited by the Purchaser;

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- o) The Purchaser shall be solely responsible for registration of said transfer, and the Town shall not be considered as acting on behalf of the Purchaser in this regard;
- p) The Purchaser shall be responsible to make arrangements with any public utility for connection to public utility services and be solely responsible for the cost thereof;
- q) This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and successors the parties hereto;
- r) In the event of failure by the Purchaser to perform or fulfill any covenant or condition of this Agreement, the Town shall be at liberty to determine and put an end to this Agreement by legal action and to retain by way of liquidated damages any sum or sums paid hereto and any improvements made by the Purchaser to the lot.
- s) The Purchaser accepts full responsibility for determining and establishing suitable building elevations in relation to the design elevations of the lot, said design elevations to be obtained from the Town, having regard to the elevations of buildings on adjoining lots.
- t) Time shall be of the essence herein.

IN WITNESS WHEREOF the Town has hereunto affixed its corporate seal over the signature of its Administrator who is properly authorized in this behalf this _____ Day of _____, 20__.

THE TOWN OF ESTERHAZY

Seal

Administrator

IN WITNESS WHEREOF the Purchaser has executed this Agreement this _____ Day of _____, 20__.

SIGNED, SEALED AND DELIVERED
in the presence of:

Purchaser

Witness

Purchaser

Witness