

**TOWN OF EATONIA**

**BYLAW NO. 1/16**

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT  
RESPECTING THE PURCHASE OF TOWN PROPERTY**

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

1. The Town of Eatonia is hereby authorized to enter into an Agreement with a purchaser(s) for the purpose of selling town property.
2. The Agreement is as attached hereto and forms part of this Bylaw, and is identified as "Schedule A".
3. The Mayor and the Administrator are hereby authorized to sign and execute the attached Agreement described as "Schedule A".



*[Handwritten Signature]*

\_\_\_\_\_  
Mayor

*[Handwritten Signature]*

\_\_\_\_\_  
Administrator

Certified a true copy of  
Bylaw No. 1/16 adopted  
by resolution of Council  
on the 9<sup>th</sup> day of  
February, 2016.

*[Handwritten Signature]*

\_\_\_\_\_  
Administrator

**TOWN OF EATONIA  
LAND SALE AGREEMENT**

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BETWEEN:**

**TOWN OF EATONIA**  
Box 237  
Eatonia, SK  
S0L 0Y0  
(Vendor)

**AND:**

**XXXXXXXXXXXXXXXXXX**  
Box  
Eatonia, SK  
S0L 0Y0  
(Purchaser)

1. The Vendor agrees to sell to the Purchaser(s), and the Purchaser(s) agrees to buy from the Vendor, the following land situated in the Town of Eatonia:

**Lot XX**  
**Block XX**  
**Plan XXXXXXXXX**  
**Civic Address XXXXXXXXXXXXX**

For the sum of thirty-five thousand dollars (\$35,000.00), 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:
- By a non-refundable deposit of 10% of the purchase price on the signing of this Agreement;
  - By payment of the balance of the purchase price within thirty (30) days from the date the 10% deposit is paid.
3. Title of the land will be transferred when the purchase price is paid in full and a approved development permit signifying the commencement of development accompanies this agreement.
4. The purchase price includes the cost of installing sewer mains, water mains, electrical service, natural gas service, telephone to the property line, and curb and gutter.
5. The Purchaser agrees to the following special terms with respect to this Agreement:
- Within six (6) months of taking possession of the land, apply for a building or moving permit from the Vendor to construct or move onto the land a habitable dwelling. The dwelling shall be in compliance with the building or moving permit to a stage satisfactory to the Vendor and, in any event, to a stage where the interior of the dwelling is completely sealed from the natural elements;
  - Within twelve (12) months of taking possession of the land, shall bring the construction of the dwelling to full completion including, without limitation, installation of all roofing products, exterior siding, doors, windows and external fixtures.
6. The Vendor may, however, upon written request by the Purchaser(s), 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(s). The Vendor may provide the said extension upon such terms and conditions as a Purchaser(s) suffers health problems, unexpected financial problems of if construction has exceeded more than 50% of the expected progress.
7. If the Purchaser(s) fails to commence construction as specified in this agreement, the Vendor shall have the right to purchase the land back from the Purchaser(s) for the sum equal to the purchase price less a 10% administration charge. At the request of the Vendor, the Purchaser(s) shall provide a registrable transfer of land in favour of the Vendor. The Vendor shall not be obliged to tender the money to the Purchaser(s) until such time as transfer documents have been delivered to the Vendor. If there is any lien or financial encumbrance against the title to the land that is attributable to the Purchaser(s), then the Vendor may satisfy such encumbrances from the funds being paid to the Purchaser(s).

8. The Purchaser(s) agrees that there may be easement agreements and other encumbrances filed in the Land Titles Office and registered against the title to this land granting rights-of-way to the Sask Power, Sask Energy, Sask Tel and the Town for installation of certain utilities or such other rights as may be described in such encumbrances and to become aware of the location of the rights-of-way and the prohibition imposed in excavating and building thereon.
9. The Purchaser(s) agrees that the land is purchased as found, without the right to demand levelling, filling or top soil from the Vendor.
10. The Purchaser(s) is responsible for all the property taxes from the date of signing this Agreement.
11. The Purchaser is responsible for any and all legal and land title registration fees associated with the transfer of title.
12. The Vendor and Purchaser(s) acknowledges and agree that the land is being sold for development of a residential building. All development is subject to all bylaws and amendments of the Town of Eatonia. The Purchaser(s) is responsible to review and adhere to all relevant bylaws, as they relate to the land and the proposed development.
13. This Agreement shall not be assigned without the prior written consent of the Vendor.

**IN WITNESS WHEREOF** the Vendor has fixed its corporate seal, as duly attested to by its proper officers, at Eatonia, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TOWN OF EATONIA**

**Per:**

\_\_\_\_\_  
Mayor

{SEAL}

**Per:**

\_\_\_\_\_  
Administrator

**IN WITNESS WHEREOF** the Purchaser(s) have hereto affixed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**THE PURCHASER(S)**

**Per:**

\_\_\_\_\_  
Signature of Purchaser

**Per:**

\_\_\_\_\_  
Signature of Purchaser

# AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

I, Cheryl Bailey, of the TOWN OF EATONIA, 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 EATONIA, in the Province of Saskatchewan, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 and that I am the subscribing witness thereto.
3. **THAT** I know the said \_\_\_\_\_ and he/she/they is/are in my belief eighteen years of age or more.

SWORN before me at Town of Eatonia, in the }  
Province of Saskatchewan, this \_\_\_\_\_ day }  
of \_\_\_\_\_, 2016 }

\_\_\_\_\_  
A Commissioner for Oaths for Saskatchewan }  
or Notary Public }

\_\_\_\_\_ (specify) }

My appointment expires: }

\_\_\_\_\_ }

\_\_\_\_\_  
Cheryl Bailey