

## BYLAW NO. 2-2017

### A BYLAW TO ESTABLISH THE PRICE AND CONDITIONS FOR THE SALE OF SERVICED LOTS WITHIN THE VILLAGE OF LOREBURN

The Council of the Village of Loreburn, in the Province of Saskatchewan, enacts as follows:

1. The purchase price of serviced lots within the Village of Loreburn, used for residential or commercial purposes, is set at \$50.00 per front foot.
2. Terms and conditions have been set out in the Agreement for Sale attached hereto and forming a part of this Bylaw, identified as Schedule "A".
3. Bylaw #12-2014 is hereby repealed.

Read a third time  
this 12<sup>th</sup> day of April, 2017.

  
MAYOR

  
ADMINISTRATOR



## AGREEMENT FOR SALE OF LAND

This Agreement made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BETWEEN:

The Village of Loreburn, in the Province of Saskatchewan  
(hereinafter called "the Village")

AND:

(hereinafter called "the Purchaser")

WHEREAS:

1. The Village is the registered owner of land located in the Village of Loreburn, in the Province of Saskatchewan, described as follows:  
Lot(s) \_\_\_\_\_, Block \_\_\_\_\_, Plan \_\_\_\_\_  
(hereinafter called "the Land").
2. The Village agrees to sell the Land to the Purchaser subject to certain terms and conditions.

THE PARTIES AGREE AS FOLLOWS:

1. Purchase Price - the purchase price of the Land to be paid by the Purchaser to the Village is \$50.00 per front foot.
2. Village to Transfer – the Village to transfer the title to the Land upon receipt of payment in full for the Land. The Purchaser agrees to sign a Title Transfer Request and to have on file in the office of the Village of Loreburn in the event that they do not build on the Land within the set time frame.
3. Obligation to Build - within two years from the date the land is paid for in full, the Purchaser shall have completed construction, or be near completion, of a building or have an approved building moved on the Land that will comply with all the bylaws and regulations of the Village of Loreburn.
4. Minimum Building Size - the building being constructed must have a minimum footprint of four hundred (400) square feet. The Village Council will, at their discretion and upon written request, review any other building sizes and configurations and may issue approval for alternative building sizes.
5. Breach by Purchaser - if the Purchaser has not completed or have mostly completed construction of the building within the two year period, the Village will be entitled to retain the full \$50.00 per front foot paid for the Land and the terms and conditions of this agreement become null and void and the title to the Land will be transferred back to the Village of Loreburn as per the Title Transfer Request as noted in #2.
7. Request for Extension - any request for an extension by the Purchaser must be made in writing and sent to the Village for review at their next Council Meeting. The Village will take into account any special circumstances and will issue their decision in writing.

8. Easements - the Purchaser agrees to grant any public easements including, but not limited to, any required by the Village, Sask Energy, Sask Power and Sask Tel.
9. No Assignment - this Agreement may not be assigned by the Purchaser unless approved by the Village, which approval may be unreasonably withheld.
10. Taxes and Utilities - the Purchaser will be responsible for all taxes and utility costs on the Land and any other adjustments as of the date of possession of the Land to the Purchaser.
11. Installation of Services if there are none – the Purchaser agrees with the Village that the water and sewer connections to the building shall be installed at the same time the building is constructed or moved on to the property. The Village will provide services (water and sewer only) to the property line, service from the property line to the building shall be at the Purchasers' expense.
12. Inspection of Land – in making this Agreement of Sale, the Purchaser's rely entirely upon their personal inspection or knowledge of the Land, and accept same "as is". There are no other representations, warranties or guarantees contained herein.
13. Possession Date - the Parties agree that the possession date of the Land, shall be upon conditional acceptance of this offer by the Village or as determined by both parties.
14. Time - time shall be of the essence in this Agreement.
15. Binding Effect - this Agreement shall ensure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and assigns.
16. Interpretation - whenever the singular is used throughout this Agreement it shall be construed as including the plural or corporation wherever the context or parties so require.
17. Amendment - any amendment to this Agreement must be in writing and signed by both parties.

VILLAGE OF LOREBURN

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ADMINISTRATOR

(SEAL)

SIGNED in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser



# VILLAGE OF LOREBURN PROPERTY PURCHASE PROCESS

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- 1. Inquiry**
  - A copy of the property of interest will be provided that includes all the details of the property.
  
- 2. Letter of Intent**
  - A letter of intent will need to be submitted to the Village Office. This letter should include:
    1. the piece of property interested in (legal/street address)
    2. the financial commitment (purchase price)
    3. the intention of purchase (building type to be constructed)
  
- 3. Application to Council**
  - Once the letter of intent has been received by the Village Office, it will be submitted to Council for review. Council meetings are held the second Wednesday of the month and all information must be received three days prior to the meeting. If this is time sensitive, please notify the Village Office and steps will be taken to accelerate the process.
  
- 4. Correspondence**
  - Following Councils review, the purchaser/offerer will be contacted. If approved all necessary contracts complete with terms will need to be signed.
  
- 5. OPTION TO PURCHASE**
  - Following the signing of the contract, 10% down payment for the property must be made immediately.
  - Construction must commence within 24 months following the purchase and upon approval of a development and building permits.
  - Any extensions must be requested through Council.
  
- 6. AGREEMENT OF SALE**
  - Following the signing of the contract, payment must be made in full within thirty days.
  - Terms of the contract must be followed accordingly.