

TOWN OWNED PROPERTY FOR SALE POLICY



Box 90, Coronach, SK S0H0Z0

TOWN OWNED PROPERTY FOR SALE

Each serviced residential Town owned lot sold by the Town of Coronach will be sold at a price determined by Council. A reasonable price can be determined based on the assessed value of the property. These values can be found on MYSAMA View or by calling the Town Office at 306-267-2150. All lots for sale are posted on the Town of Coronach website, under "Business", then "Town Lots for Sale."

All purchasers will be required to complete the Residential Agreement for Sale (land only) or Residential Agreement for Sale (land and improvements) listed below.

48-Hour Holds On Residential Lots

A purchaser may, by completing a request to hold form and paying a non-refundable fifty dollar (\$50.00) fee plus GST, place a residential lot on hold for 48 hours. This means, that the Town will not sell that residential lot to another purchaser during the 48-hour period. Within 48 hours of placing a residential lot on a 48-hour hold, the purchaser must make a deposit and/or execute an option to purchase agreement. If a deposit or purchase agreement is not executed, the Town will be entitled to market and sell the residential lot to any other purchaser. An individual or contractor shall only be allowed a maximum of two (2) lots on hold at any one time. In the event a purchaser immediately purchases a residential lot other than the one in which a 48-hour hold had been placed, the Development Officer, at their discretion, may apply the 48-hour hold fee to the purchased residential lot. A "Request To Hold Form" in Schedule "A" must be filled out and submitted to the Town Office.

The Town reserves the sole and absolute right to make final and binding determination as to whether the prospective purchaser is qualified for the purchase of the lot as an individual or a contractor.

If you are interested in a lot, please submit a proposal in writing by email to office@townofcoronach.ca or by mail to Town of Coronach, P.O. Box 90, Coronach, SK, S0H 0Z0, and the proposal will be submitted at the next regular scheduled Council Meeting for consideration. Along with the proposal, either the residential agreement for sale (land only) or the residential agreement for sale (land and improvements), in addition to a transfer of title information sheet (See Schedule "B") must be submitted. Town Council could accept the offer, reject the offer, or counter an offer. Notification will be provided to you after the Council Meeting.

Any development permit or purchase agreement is subject to Council approval.



Box 90, Coronach, SK S0H0Z0

1) Residential Agreement for Sale (land only)

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made effective this ____ day of ____, ____.

BETWEEN:

The TOWN OF CORONACH, in the Province of Saskatchewan,
(hereinafter called the "Vendor")

- and -

____ in the Province of Saskatchewan,
(hereinafter called the "Purchaser")

WHEREAS:

- A. The Vendor is the registered and beneficial owner of that certain parcel of land having a civic address of _____, Town of Coronach, SK and legally described as follows:

Surface Parcel # _____
Reference Land Description: Lot _____ Blk/Par _____ Plan No _____
Extension _____
As described on Certificate of Title _____
(the "Land")

- B. The Vendor is desirous of selling and the Purchaser is desirous of purchasing the Land on the terms and conditions hereinafter set forth.
- C. The Purchaser desires to purchase the land from the Vendor for the purpose of constructing a building on it.

NOW THEREFORE in consideration of the premises and the mutual agreements and covenants herein contained, the parties hereto hereby covenant and agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Purchase and Sale

On the terms and subject to the fulfillment of the conditions hereof, the Vendor hereby agrees to sell, transfer and assign to the Purchaser and the Purchaser hereby agrees to purchase the Land in an "as is, where is" condition, and except as otherwise expressly provided herein, the Vendor makes no representation or warranty, express or implied, statutory or otherwise, relating to the Land.

1.2 Closing

The transaction of purchase and sale is to be completed and closed on the ____ day of ____, ____ or such other date as the parties may agree upon in writing (the "Closing Date").

1.3 Purchase Price

The Purchase Price payable by the Purchaser to the Vendor for the Property shall be the sum of \$_____ plus applicable taxes (the "Purchase Price") to be paid by the Purchaser to the Vendor on the Closing Date.

- a) A non-refundable deposit of ten percent of the Purchase Price on the signing of this Agreement shall be provided;
- b) By payment of the balance of the Purchase Price within ninety (90) days from the date the ten percent is paid at which time the Vendor will affect a transfer of the land. The option to purchase agreement shall be terminated, at

the discretion of the Development Officer and the deposit or any payments, less all applicable fees, shall be returned to the purchaser if the purchaser fails to pay the balance of the Purchase Price.

c) In extraordinary circumstances, the Development Officer may, at their discretion, extend the deadline for full payment of the Purchase Price for the residential lot for a period of time to be determined by the Development Officer. The time limit of the extension shall not exceed fourteen (14) days.

1.4 Possession

The Purchaser shall have vacant possession of the lands and premises on the Closing Date or upon the sooner payment of the Purchase Price.

1.5 Adjustments to the Purchase Price

In respect of the sale of the Land all usual adjustments shall be made as at the Closing Date, including without limitation for municipal taxes, utilities, rent, security or other deposits, and all other incomings and outgoings.

1.6 Payment of Taxes and Registration Charges

The Purchaser shall be liable for and shall pay all applicable federal and provincial sales taxes, land transfer taxes, goods and services taxes, excise taxes and all other taxes (other than income taxes of the Vendor), duties and other like charges properly payable on and in connection with the conveyance and transfer of the Property to the Purchaser. In this regard, the Purchaser shall also pay to the Vendor, if applicable, Goods and Services Tax (GST) payable on the Purchase Price, which the Vendor shall remit to the Receiver General of Canada when and to the extent required under *The Excise Tax Act*. Alternatively, in the event that GST is applicable, and the Purchaser is registered for GST, the Purchaser may self-assess and remit the GST directly to the Canada Revenue Agency, and the Vendor shall be relieved of all GST liability in this transaction.

1.7 It is agreed between the parties that the Purchaser acquires this land 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 \$ _____.

1.8 It is agreed between the parties that if the Purchaser uses the land for any other purpose, the Vendor shall have the right to terminate this Agreement at any time.

1.9 The purchaser agrees to:

Commence building construction on the land, within six (6) months from the date of transfer;

Complete construction of the building and site clean up to the satisfaction of the Vendor within twenty-four (24) months from the date of transfer of the title.

a) The Purchaser agrees that in the event the construction is not completed within the time specified in Paragraph 1.9, 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 creates 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. If 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) It is agreed by the Purchaser that they expressly understand and agree 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 Coronach.

e) A building is defined as a dwelling, house, garage, or any other structure that is approved by Town Council at a duly authorized Council meeting.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Vendor's Representations and Warranties

The Vendor hereby represents and warrants to the Purchaser as follows, and confirms that the Purchaser is relying upon the accuracy of such representations and warranties in connection with the purchase of the Land hereunder:

(a) Title

The Vendor is the registered and beneficial owner of, and has good and marketable title to the Land and on the closing of this transaction on the Closing Date, such Land will be free and clear of any and all encumbrances.

(b) No Other Purchase Agreements

There are no other agreements, options, contracts or commitments to sell, transfer or otherwise dispose of the Land or any portion thereof, or which would restrict the ability of the Vendor to transfer the Land to the Purchaser.

(c) Vendor's Residency

The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

2.2 Purchaser Representations and Warranties

The Purchaser hereby represents and warrants to the Vendor as follows, and confirms that the Vendor is relying on the accuracy of each of such representations and warranties in connection with the sale of the Land and the completion of the other transactions hereunder:

(a) Purchaser Residency

The Purchaser is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

(b) Corporation

In the event 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.*

2.3 Condition of Property

Except as expressly set forth in this agreement, the Vendor makes no representation or warranty as to the state or the condition of the Land. Without restricting the generality of the foregoing, the Vendor makes no representation or warranty to the Purchaser that:

- (a) the Land is in compliance with orders of or licences or permits issued by applicable governmental regulatory authorities;
- (b) that the Land is in compliance with applicable environmental, zoning, building, bylaw, statute or other laws or regulations;
- (c) there are not any hazardous substances existing in, on or under the Land or any adjoining property that adversely affect or may adversely affect the Land or the use thereof, or that cause or will cause any environmental contamination or injury to any atmosphere, soil subsoil, ground water, surface water, property or person, including adjacent property and property through, or to which, such hazardous substances were shipped, or which may give rise to any action by any governmental authority or which have led or could lead to increased costs in the ownership or operation of the Land or any part thereof, or render the same or any part thereof unsuitable for any specific use.
- (d) That the Land is purchased as found, without the right to demand leveling, filling, or topsoil from the Vendor.
- (e) The Purchaser hereby agrees to locate the boundaries of the Land at their own expense.

2.4 No Additional Representations and Warranties

It is understood and agreed by the parties hereto that there are no other representations, warranties, guarantees, promises, conditions or agreements related to this transaction other than those contained in this agreement.

**ARTICLE 3
COVENANTS****3.1 Vendor's Covenants**

At or before the closing time on the Closing Date, the Vendor shall do, or cause to be done, the following:

- (a) Deliver to the Purchaser a registerable transfer for the Land and any other documentation necessary or reasonably required by the Purchaser to transfer the Land to the Purchaser with a good and marketable title, free and clear of all liens, charges and encumbrances whatsoever. The parties shall further execute and deliver such further and other documents which may be necessary to give effect to this transaction as reasonably required by the Purchaser.

3.2 Purchaser's Covenants

The Purchaser covenants to the Vendor to do or cause to be done the following:

- (a) On or before the Closing Date, the Purchaser shall perform all obligations required to be performed by it prior to the Closing Date, including, without limitation, execution and delivery of cash, cheque, bank draft or electronic transfer of funds for the Purchase Price and all other amounts payable hereunder by the Purchaser.
- (b) On the Closing Date, the Purchaser shall further execute and deliver to the Vendor any further documents reasonably necessary in respect of the assignment, conveyance, transfer and delivery of the Land to the

Purchaser, or reasonably required by the Vendor in connection with the better carrying out of the transaction contemplated by this agreement, in each case in form and substance acceptable to the Vendor, acting reasonably and which are common in commercial real property sale transactions of a similar nature in Saskatchewan;

- (c) The Purchaser acknowledges, covenants and agrees that it is satisfied with the environmental condition of the Land and releases and discharges the Vendor in respect of all Claims (as hereinafter defined) in respect thereof. The Purchaser covenants to indemnify and save harmless the Vendor in respect of any and all suits, debts, dues, accounts, bonds, covenants, contracts, claims, demands, proceedings, deficiencies, actions, causes of actions, damages, losses, penalties, costs, liabilities, interest and expenses (including, without limitation, legal fees on a solicitor client basis) (collectively the "Claims") which may be made, brought or assessed against the Vendor or which the Vendor may incur, suffer or be required to pay, arising directly or indirectly, and whether arising by statute, in law, in equity or otherwise, as a result of, in respect of or arising out of or as a consequence of the environmental condition of the Land.

ARTICLE 4

CONDITIONS OF CLOSING

4.1 Conditions of Closing

The obligation of the Vendor and the Purchaser to complete this transaction of purchase and sale is subject to the fulfillment of the following conditions at or prior to the Closing Date and the Vendor and the Purchaser shall each use their best efforts to ensure that the conditions which relate to them are fulfilled:

(a) **Accuracy of Representations and Warranties and Performance of Covenants**

The representations and warranties of the Vendor and the Purchaser contained in this agreement or in any documents delivered in order to carry out the transactions contemplated hereby shall be true and accurate on the date hereof and, to the extent applicable, at the Closing Date with the same force and effect as though such representations and warranties had, to the extent applicable, been made as of the Closing Date regardless of the date as of which the information in this agreement or other document made pursuant hereto is given. In addition, the Vendor and the Purchaser shall have each complied with all covenants and agreements herein agreed to be performed or caused to be performed by them at or prior to the Closing Date.

(b) **Legal Matters**

All actions, proceedings, instruments and documents required to implement this agreement, or instrumental thereto, and all legal matters relating to the purchase of the Land, shall have been approved as to form and legality by the solicitors for the Vendor and the Purchaser, acting reasonably.

(c) **Due Diligence**

The Purchaser investigation into the condition of the Land (including, without limitation, the environmental condition of the Land), shall have been completed and the Purchaser shall be satisfied, acting reasonably with the result of such investigation.

**ARTICLE 5
GENERAL****5.1 Legal Costs**

The legal costs of this transaction including without limitation the cost of preparation of this agreement and the transfer authorizations and the registration costs associated with registration of the transfer authorization shall be the sole responsibility of the Purchaser, including any costs pursuant to *The Land Titles Act*.

5.2 Risk

From the Closing Date all risk in respect of the Land shall pass to the Purchaser.

5.3 Enurement

This agreement shall be binding on and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer on any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this agreement.

5.4 Time of Essence

Time is of the essence of this agreement.

5.5 Non-Merger

Each party hereby agrees that none of the provisions hereof shall be discharged by or merged at the Closing of this transaction but that all provisions of this agreement shall, survive the execution, delivery, performance and closing of the transactions contemplated by this agreement, and the execution, delivery and performance of any and all documents and certificates delivered in connection with this agreement.

5.6 Waiver

Any party hereto which is entitled to the benefits of this agreement may, and has the right to, waive any term or condition hereof at any time, provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party. Waiver of any term or condition in one instance shall not constitute a waiver as to any continuing or subsequent default.

5.7 Invalidity

It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.

5.8 Amendments

No modification or amendment to this agreement may be made unless agreed to by the parties hereto in writing.

5.9 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.



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5.10 Further Assurances

The Purchaser and the Vendor hereby covenant and agree that at any time and from time to time after the execution of this agreement, both parties will, on the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, agreements, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this agreement.

5.11 Number and Gender

This agreement is to be read with all changes in gender or number as required by the context.

5.12 Counterpart and Facsimile

This agreement may be signed in counterparts. Each counterpart will be an original document and all of the counterparts will constitute one instrument. Any faxed or other electronic copy of a signature will be deemed to be an original signature.

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.

[SEAL]

)
) TOWN OF CORONACH
)
) Per: _____
) Name: _____
) Title: _____
)
) Per: _____
) Name: _____
) Title: _____
) I/We have the authority to
bind the corporation

IN WITNESS WHEREOF the Purchaser(s) have hereunto affixed their name(s) 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



Box 90, Coronach, SK S0H0Z0

AFFIDAVIT

C A N A D A

PROVINCE OF SASKATCHEWAN

TO WIT:

I, _____, of the TOWN OF CORONACH, 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 _____, 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 _____, in the Province of Saskatchewan, this _____ day of _____, 20_____.

Witness

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

My Commission expires _____



Box 90, Coronach, SK S0H0Z0

2) RESIDENTIAL AGREEMENT FOR SALE (IMPROVEMENTS & LAND)

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made effective this ____ day of _____, _____.
BETWEEN:

The TOWN OF CORONACH, in the Province of Saskatchewan,
(hereinafter the "Vendor")

- and -

_____, in
the Province of Saskatchewan, (hereinafter the "Purchaser")

WHEREAS:

- A. The Vendor is the registered and beneficial owner of that certain parcels of land having a civic address of _____, Town of Coronach, SK and legally described as follows:

Surface Parcel Number # _____
Reference Land Descriptions: Lot _____ Blk/Par _____ Plan No _____
Extension _____
As described on Certificate of Title _____
(the "Land")

- B. The Vendor is desirous of selling and the Purchaser is desirous of purchasing the Land, together with all buildings, structures, fixtures and improvements located thereon (collectively, the "Property") on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the premises and the mutual agreements and covenants herein contained, the parties hereto hereby covenant and agree as follows:

ARTICLE 6 PURCHASE AND SALE

6.1 Purchase and Sale

On the terms and subject to the fulfillment of the conditions hereof, the Vendor hereby agrees to sell, transfer and assign to the Purchaser and the Purchaser hereby agrees to purchase the Property in an "as is, where is" condition, and except as otherwise expressly provided herein, the Vendor makes no representation or warranty, express or implied, statutory or otherwise, relating to the Property.

6.2 Closing

The transaction of purchase and sale is to be completed and closed on the ____ day of _____, _____ or such other date as the parties may agree upon in writing (the "Closing Date").

6.3 Purchase Price and Deposit

The Purchase Price payable by the Purchaser to the Vendor for the Property shall be the sum of \$_____ including applicable taxes (the "Purchase Price") to be paid by the Purchaser to the Vendor on the Closing Date.

a) A non-refundable deposit of ten percent of the Purchase Price on the signing of this Agreement shall be provided;

b) By payment of the balance of the Purchase Price within ninety (90) days from the date the ten percent is paid at which time the Vendor will affect a

transfer of the land. The option to purchase agreement shall be terminated, at the discretion of the Development Officer and the deposit or any payments, less all applicable fees, shall be returned to the purchaser if the purchaser fails to pay the balance of the Purchase Price.

c) In extraordinary circumstances the Development Officer may, at their discretion, extend the deadline for full payment of the Purchase Price for the residential lot for a period of time to be determined by the Development Officer. The time limit of the extension shall not exceed fourteen (14) days.

6.4 POSSESSION

The Purchaser shall have vacant possession of the lands and premises on the Closing Date or upon the sooner payment of the Purchase Price.

6.5 Adjustments to the Purchase Price

In respect of the sale of the Property all usual adjustments shall be made as at the Closing Date, including without limitation for municipal taxes, utilities, rent, security or other deposits, and all other incomings and outgoings.

6.6 Payment of Taxes and Registration Charges

The Purchaser shall be liable for and shall pay all applicable federal and provincial sales taxes, land transfer taxes, goods and services taxes, excise taxes and all other taxes (other than income taxes of the Vendor), duties and other like charges properly payable on and in connection with the conveyance and transfer of the Property to the Purchaser. In this regard, the Purchaser shall also pay to the Vendor, if applicable, Goods and Services Tax (GST) payable on the Purchase Price, which the Vendor shall remit to the Receiver General of Canada when and to the extent required under *The Excise Tax Act*. Alternatively, in the event that GST is applicable, and the Purchaser is registered for GST, the Purchaser may self-assess and remit the GST directly to the Canada Revenue Agency, and the Vendor shall be relieved of all GST liability in this transaction.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Vendor's Representations and Warranties

The Vendor hereby represents and warrants to the Purchaser as follows, and confirms that the Purchaser is relying upon the accuracy of such representations and warranties in connection with the purchase of the Property hereunder:

(a) **Title**

The Vendor is the registered and beneficial owner of, and has good and marketable title to the Property and on the closing of this transaction on the Closing Date, such Property will be free and clear of any and all encumbrances.

(b) **No Other Purchase Agreements**

There are no other agreements, options, contracts or commitments to sell, transfer or otherwise dispose of the Property or any portion thereof, or which would restrict the ability of the Vendor to transfer the Property to the Purchasers.

(c) **Vendor's Residency**

The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

7.2 Purchaser Representations and Warranties

The Purchaser hereby represents and warrants to the Vendor as follows, and confirms that the Vendor is relying on the accuracy of each of such representations and warranties in connection with the sale of the Property and the completion of the other transactions hereunder:

(a) Purchaser Residency

The Purchaser is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

(b) Corporation

In the event 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..

7.3 Condition of Property

Except as expressly set forth in this agreement, the Vendor makes no representation or warranty as to the state or the condition of the Property. Without restricting the generality of the foregoing, the Vendor makes no representation or warranty to the Purchaser that:

- (a) the Property is in compliance with orders of or licences or permits issued by applicable governmental regulatory authorities;
- (b) that the Property is in compliance with applicable environmental, zoning, building, bylaw, statute or other laws or regulations;
- (c) there are not any hazardous substances existing in, on or under the Property or any adjoining property that adversely affect or may adversely affect the Property or the use thereof, or that cause or will cause any environmental contamination or injury to any atmosphere, soil subsoil, ground water, surface water, property or person, including adjacent property and property through, or to which, such hazardous substances were shipped, or which may give rise to any action by any governmental authority or which have led or could lead to increased costs in the ownership or operation of the Property or any part thereof, or render the same or any part thereof unsuitable for any specific use.
- (d) That the Property is purchased as found, without the right to demand leveling, filling, or topsoil from the Vendor.
- (e) The Purchaser hereby agrees to locate the boundaries of the land at its own expense.

7.4 No Additional Representations and Warranties

It is understood and agreed by the parties hereto that there are no other representations, warranties, guarantees, promises, conditions or agreements related to this transaction other than those contained in this agreement.

**ARTICLE 8
COVENANTS****8.1 Vendor's Covenants**

At or before the closing time on the Closing Date, the Vendor shall do, or cause to be done, the following:

- (a) Deliver to the Purchaser a registerable transfer for the Property and any other documentation necessary or reasonably required by the Purchaser to transfer the Property to the Purchaser with a good and marketable

title, free and clear of all liens, charges and encumbrances whatsoever. The parties shall further execute and deliver such further and other documents which may be necessary to give effect to this transaction as reasonably required by the Purchaser.

8.2 Purchasers Covenants

The Purchaser covenants to the Vendor to do or cause to be done the following:

- (a) On or before the Closing Date, the Purchaser shall perform all obligations required to be performed by it prior to the Closing Date, including, without limitation, execution and delivery of cash, cheque, bank draft or electronic transfer of funds for the Purchase Price and all other amounts payable hereunder by the Purchaser.
- (b) On the Closing Date, the Purchaser shall further execute and deliver to the Vendor any further documents reasonably necessary in respect of the assignment, conveyance, transfer and delivery of the Property to the Purchaser, or reasonably required by the Vendor in connection with the better carrying out of the transaction contemplated by this agreement, in each case in form and substance acceptable to the Vendor, acting reasonably and which are common in commercial real property sale transactions of a similar nature in Saskatchewan;
- (c) The Purchaser acknowledges, covenants and agrees that it is satisfied with the environmental condition of the Property and releases and discharges the Vendor in respect of all Claims (as hereinafter defined) in respect thereof. The Purchaser covenants to indemnify and save harmless the Vendor in respect of any and all suits, debts, dues, accounts, bonds, covenants, contracts, claims, demands, proceedings, deficiencies, actions, causes of actions, damages, losses, penalties, costs, liabilities, interest and expenses (including, without limitation, legal fees on a solicitor client basis) (collectively the "Claims") which may be made, brought or assessed against the Vendor or which the Vendor may incur, suffer or be required to pay, arising directly or indirectly, and whether arising by statute, in law, in equity or otherwise, as a result of, in respect of or arising out of or as a consequence of the environmental condition of the Property.

ARTICLE 9 CONDITIONS OF CLOSING

9.1 Conditions of Closing

The obligation of the Vendor and the Purchaser to complete this transaction of purchase and sale is subject to the fulfillment of the following conditions at or prior to the Closing Date and the Vendor and the Purchaser shall each use their best efforts to ensure that the conditions which relate to them are fulfilled:

- (a) **Accuracy of Representations and Warranties and Performance of Covenants**

The representations and warranties of the Vendor and the Purchaser contained in this agreement or in any documents delivered in order to carry out the transactions contemplated hereby shall be true and accurate on the date hereof and, to the extent applicable, at the Closing Date with the same force and effect as though such representations and warranties had, to the extent applicable, been made as of the Closing Date regardless of the date as of which the information in this agreement or other document made pursuant hereto is given. In addition, the Vendor and the Purchaser shall have each complied with all covenants and agreements herein agreed to be performed or caused to be performed by them at or prior to the Closing Date.

(b) **Legal Matters**

All actions, proceedings, instruments and documents required to implement this agreement, or instrumental thereto, and all legal matters relating to the purchase of the Property, shall have been approved as to form and legality by the solicitors for the Vendor and the Purchaser, acting reasonably.

(c) **Due Diligence**

The Purchaser investigation into the condition of the Property (including, without limitation, the environmental condition of the Property), shall have been completed and the Purchaser shall be satisfied, acting reasonably with the result of such investigation.

**ARTICLE 10
GENERAL**

10.1 Legal Costs

The legal costs of this transaction including without limitation the cost of preparation of this agreement and the transfer authorizations, and the registration costs associated with registration of the transfer authorization shall be the sole responsibility of the Purchaser, including any costs pursuant to *The Land Titles Act*.

10.2 Risk

From the Closing Date all risk in respect of the Property shall pass to the Purchaser.

10.3 Enurement

This agreement shall be binding on and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer on any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this agreement.

10.4 Time of Essence

Time is of the essence of this agreement.

10.5 Non-Merger

Each party hereby agrees that none of the provisions hereof shall be discharged by or merged at the Closing of this transaction but that all provisions of this agreement shall, survive the execution, delivery, performance and closing of the transactions contemplated by this agreement, and the execution, delivery and performance of any and all documents and certificates delivered in connection with this agreement.

10.6 Waiver

Any party hereto which is entitled to the benefits of this agreement may, and has the right to, waive any term or condition hereof at any time, provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party. Waiver of any term or condition in one instance shall not constitute a waiver as to any continuing or subsequent default.



Box 90, Coronach, SK S0H0Z0

10.7 Invalidity

It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.

10.8 Amendments

No modification or amendment to this agreement may be made unless agreed to by the parties hereto in writing.

10.9 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

10.10 Further Assurances

The Purchaser and the Vendor hereby covenant and agree that at any time and from time to time after the execution of this agreement, both parties will, on the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, agreements, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this agreement.

10.11 Number and Gender

This agreement is to be read with all changes in gender or number as required by the context.

10.12 Counterpart and Facsimile

This agreement may be signed in counterparts. Each counterpart will be an original document and all of the counterparts will constitute one instrument. Any faxed or other electronic copy of a signature will be deemed to be an original signature.

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.

[SEAL]

)
) TOWN OF CORONACH
)
) Per: _____
) Name: _____
) Title: _____
)
) Per: _____
) Name: _____
) Title: _____
)
) I/We have the authority to
) bind the corporation



Box 90, Coronach, SK S0H0Z0

IN WITNESS WHEREOF the Purchaser(s) have hereunto affixed their name(s) 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



Box 90, Coronach, SK S0H0Z0

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

I, _____, of the TOWN OF CORONACH, 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 _____, 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 _____, in the Province of Saskatchewan, this _____ day of _____, 20_____

Witness

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

My Commission expires _____



Box 90, Coronach, SK S0H0Z0

Schedule A REQUEST TO HOLD FORM

Name: _____

Address: _____

Town/City: _____

Postal Code: _____

Phone: _____ Cell: _____ Other: _____

In accordance with the conditions of the Town's, Policy and Procedures for Land Sales Policy,

I/we wish to place Lot _____ Block _____ Plan _____ on hold.

I/we acknowledge and agree that;

- the Town will not sell this residential lot to any prospective purchaser during this 48-hour hold period; and,

- I/we have the right to execute the option to purchase agreement for this residential lot at any time prior to the expiration of the 48-hour hold period.

I/we further acknowledge and agree that should we fail to make a deposit or execute an option to purchase agreement for this residential lot, within the 48-hour period from the date and time of signing this document;

- The Town shall retain the fifty-dollar (\$50.00) holding fee, plus GST; and,

- I/we will relinquish all interest in this residential lot.

Date: _____ Time: _____

Prospective Purchaser

Witness



Box 90, Coronach, SK S0H0Z0

Schedule B Transfer of Title Information Sheet

Lot: _____ Block: _____ Plan: _____

Civic address: _____

Purchaser:

Phone Numbers:

Name(s) in full: _____

Home: _____

Mailing Address: _____

Work: _____

Cell: _____

Contact Person: (if Corporate Purchaser)

Fax: _____

Property Price: \$

GST: \$ _____

Total: \$

Deposit: \$

Date Received: _____

Balance: \$

Due Date: _____

Signature: _____

Date: _____

