

TOWN OF MOSSBANK

BYLAW NO. 09/17

A BYLAW TO PROVIDE FOR THE DISPOSITION OF LAND

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

1. Lots or parcels owned by the Town of Mossbank and zoned as Commercial or Industrial by the Zoning Bylaw shall be considered for sale on a case by case basis upon written offer to purchase by an interested party in the form prescribed by Schedule A.
2. Lots owned by the Town of Mossbank, on which there are no buildings larger than one hundred (100) square feet, which are zoned as Residential by the Zoning Bylaw, and which are of a size not exceeding fifty-one feet (51') frontage and one hundred and twenty-six feet (126') flankage:
 - a. Shall be sold upon receipt of payment of a base price of \$3,000 in addition to the following charges for services:
 - i. An additional \$1,500 for lots with access to an electrical distribution grid within fifty feet (50') of any part of the lot;
 - ii. An additional \$1,500 for lots with access to a natural gas main within fifty feet (50') of any part of the lot;
 - iii. An additional \$1,500 for lots with a water service line curbstop located within five feet (5') of any part of the lot; and
 - iv. An additional \$1,500 for lots with a sewer service line cap located within five feet (5') of any part of the lot.
 - b. Shall be sold immediately upon full payment of the purchase price determined in accordance with Subsection 2(a) - this Bylaw shall serve as notice to the public of intention to consider the sale of any such lot for the purposes of the Public Notice Bylaw:
 - i. The transfer of title may proceed at any point thereafter though a resolution by Council to approve the sale shall still be required in order to recognize that the sale was performed in accordance with this Bylaw.
 - c. May be held for a period of three (3) months upon payment of a five hundred dollar (\$500) non-refundable deposit, as measured from the date of receipt:
 - i. The deposit shall count towards the purchase price of the property if the remainder of the purchase price is paid within said period; and
 - ii. The deposit is forfeit if full payment of the remainder of the purchase price is not received within said period, though any other payments shall be refunded.
3. Notwithstanding Section 2, all lots or parcels zoned as Residential by the Zoning Bylaw shall be considered for sale on a case by case basis upon written offer to purchase by an interested party in the form prescribed by Schedule A.
4. All lots or parcels zoned as Urban Reserve by the Zoning Bylaw shall be considered for sale on a case by case basis upon written offer to purchase by an interested party in the form prescribed by Schedule A.
5. An incomplete Schedule A may be rejected at the discretion of the Administrator and the interested party shall provide all information requested in order for the purchase offer to be considered.
6. This Bylaw shall not restrict the ability of Council to sell a property for less than any price described herein, by resolution, if posting public notice prior to the meeting at which this will be considered in accordance with the Public Notice Bylaw.

- 7. Schedule B shall be the form of the agreement for the sale of the lot or parcel.
- 8. Bylaw No. 03/08 is hereby repealed.
- 9. This bylaw shall come into force and take effect on April 1, 2018.

[SEAL]

Mayor

Administrator

Read a third time and adopted
this 12th day of February, 2018.

SCHEDULE A
OFFER TO PURCHASE LOT OR PARCEL

| | |
|---|--|
| Legal Description of Property (use a separate form for each lot/parcel) | |
| Purchase Price Offered | |
| Frontage of Lot/Parcel | |
| Square Footage of Lot/Parcel | |
| Proposed Use(s) of Lot/Parcel | |
| Anticipated Impact on Municipal Roads from Development | |
| Anticipated Impact on Municipal Water/Sewer Service from Development | |
| Services Requested to be Added at the Expense of the Municipality | |
| Intention to Subdivide? | |
| Other Information Requested by the Municipality Includes: _____ _____ _____ _____ _____ | |

**SCHEDULE B
PURCHASE AGREEMENT**

This Agreement for Sale made in duplicate this _____ day of _____, 20____,

between

Town of Mossbank
in the Province of Saskatchewan
(hereinafter referred to as the "Vendor")

and

(hereinafter referred to as the "Purchaser")

AGREEMENT FOR SALE

Legal Description – _____
(hereinafter referred to as the "Property")

Civic Address – _____
Mossbank, Saskatchewan

WHEREAS, the Vendor is the owner of the Property;

WHEREAS the Purchaser has agreed to purchase the Property from the Vendor and the Vendor has agreed to sell to the Purchaser the Property for the price and on the terms and conditions hereinafter stated;

WHEREAS the Purchaser will receive possession of the Property as of _____, hereinafter referred to as the "Possession Date", upon execution by the parties hereto of said agreement and the parties have agreed that all adjustment will be made as of that date except as expressly stated herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH

- 1) The Vendor agrees to sell and the Purchaser agrees to purchase the Property for the sum of _____, hereinafter referred to as the "Purchase Price", payable on or before the Possession Date. A deposit of five hundred dollars (\$500) was received on _____ and shall be put towards the Purchase Price. In the event the balance of the Purchase Price is not paid to the Vendor by the Possession Date, said deposit shall become the property of the Vendor and ownership of the Property shall be retained by the Vendor.
- 2) The sale price is for the Property in its current state, except as amended by the supplementary conditions at the end of this agreement, and all other costs shall be borne by the Purchaser.
- 3) The Purchaser will, upon construction of a structure, cause the same to be connected to the water and sanitary sewer system of the Town of Mossbank and agrees to execute said construction in accordance with all bylaws of the municipality and other applicable legislation.
- 4) On the Possession Date, the Vendor shall prepare a title transfer and register the Property into the Purchaser's name with Information Services Corporation with all costs borne by the Vendor.
- 5) Adjustments for taxes, rents, insurance, utilities and other income and outgoing, shall be made as of the Possession Date. Any income or expenses of the Property on the Possession Date shall be for the account of the Purchaser. Local improvement taxes for improvements outside the property lines shall be assumed and adjusted as of the Possession Date. Local improvement taxes for improvements within the property lines shall be paid and discharged by the Vendor without adjustment.
- 6) There are no representations, guarantees, promises or agreements other than those contained in this Agreement for Sale and the Purchaser hereby agrees to purchase the Property as it stands at the price and terms and subject to the conditions set out herein.
- 7) This Agreement for Sale is not assignable to another party without the Vendor's express written consent.
- 8) Time shall be of the essence of this agreement.

9) Supplementary conditions:

- a.
- b.
- c.
- d.
- e.
- f.
- g.
- h.
- i.
- j.
- k.
- l.
- m.
- n.
- o.

IN WITNESS WHEREOF We have hereunto set our hands and seal the day and year first above written.

Witness

Print Name of Purchaser:

Witness

Print Name of Purchaser:

THIS OFFER is accepted this _____ day of _____, 20__, by the Town of Mossbank, as testified by the signatures of its proper signing officers.

Town of Mossbank:

SEAL

Mayor

Administrator

| | | |
|--------------------------|---|----------------------------------|
| CANADA |) | I, _____, of _____ |
| Province of Saskatchewan |) | in the Province of Saskatchewan, |
| TO WIT: |) | make oath and say: |

- 1. That I was personally present and did see _____ and _____, named in the within instrument, 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 Mossbank, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- 3. That I, _____, know the said _____ and _____ and each is, in my belief, of the full age of eighteen years or more.

| | | |
|--------------------------------|---|-------|
| SWORN before me at the Town of |) | |
| Mossbank, in the Province of |) | |
| Saskatchewan, this _____ day |) | |
| of _____, A.D. 20__. |) | _____ |

A Commissioner for Oaths in and for the
Province of Saskatchewan.
My commission expires _____