

LAND SALE
AGREEMENT

BETWEEN:

THE VILLAGE OF LANG
(The "Village")

-and-

(The "Purchasers")

1. The Purchasers hereby offer to purchase from the Village the following property, located at _____, Lang, Saskatchewan, legally described as:

Surface Parcel: #

Reference Land Description: Lot ____, Block____, Plan_____

As described on Certificate of Title:

(The "Lands")

for the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars, plus applicable Goods and Services Taxes of (\$375.00) (the "Purchase Price")

The parties acknowledge that any mineral rights that are currently included on the title to the Property are not included in the purchase of the Lands.

a. The Purchase Price is to be paid within thirty days after the signing of this Agreement. The Purchase Price shall be held in escrow by the Village until transfer of title has been completed, at which time they are releasable to the Village.

b. In addition to the Purchase Price, a deposit of \$500.00 shall be paid to the Village, upon the execution of this Agreement to be held by the Village until all conditions in this Agreement are met. Upon the completion of the conditions, then this deposit amount shall be returned to the Purchasers.

c. If the Purchasers fail to comply with any of the Purchasers' obligations under this Agreement, the Village may, at the Village's option, cancel this Agreement and retain **all** funds paid as liquidated damages and not as a penalty, and pursue any other remedies that the Village may have at law.

2. The Purchaser shall be responsible for any and all legal and land title registration fees associated with the transfer of title.
3. In consideration of the Village selling to the Purchaser the Lands on the terms and conditions expressed, the Purchaser covenants and agrees with the Village

to, within twelve (12) months from the date of conditional acceptance of this Agreement by the Village, erect on said lands or move onto the said lands a single family dwelling and complete the construction of the Dwelling to the point of reaching substantial performance, as that term is defined within the *Builders' Lien Act*, S.S. 1984-85-86, Ch. B-7.1, as amended, within **twelve (12) months** of the commencement of construction, in accordance with all applicable building permits, development permits, by-laws, regulations, building and safety codes, and restrictions affecting the Lands and the Dwelling.

4. The Purchasers acknowledge that failure to commence and/or complete construction or have an approved building moved onto the lot may result in the Village, at the Village's option, cancelling this Agreement.

5. In the event this Agreement is cancelled in accordance with paragraph 4 above, the Purchaser agrees that any improvements that may have been made by, or on behalf of, the Purchaser on the said property shall remain on said property of the Village without the Village being required or liable to reimburse the Purchaser for any part thereof. The Purchasers further agree that they may be liable for any cost incurred by the Village for the clean up of the Lands following the cancellation of the Agreement in accordance with paragraph 4.

6. The Village shall retain title to the Lands until construction of a Dwelling has been completed or an approved building has been moved onto the lot, in accordance with paragraph 3. Upon substantial completion, the Village shall provide the Purchasers with a registerable transfer of title to the Lands; except in cases where titles are required for registration of mortgage, the responsible solicitor shall provide a letter of request to the Village of Lang indicating the reasons for requiring a transfer of title and assurance that the mortgage has been approved for registration.

7. The Village agrees that pro-rated taxes shall be assessed against the Lands in 2015, and that the Purchasers shall be responsible for all taxes on the Lands commencing January 1, 2016. If taxes are assessed by the Saskatchewan Assessment Management Agency for a later date, the Purchasers agree to pay to the Village an amount equal to the amount of taxes to which the Village would have been entitled to from the Purchaser if the property had been assessed as of January 1, 2016.

8. The Purchasers further covenant and agree with the Village that sewer and water connections to the Dwelling shall be installed at the same time the Dwelling is constructed or moved onto the property. The Village will provide services to the property lines, service from the property line to the Dwelling shall be at the Purchasers' expense.

9. In making this Offer to Purchase, the Purchasers rely entirely upon their personal inspection or knowledge of the Land(s), and accept the same "as is". There are no other representations, warranties or guarantees contained herein.

10. The Parties agree that the possession date of the Lands shall be upon conditional acceptance of this offer by the Village.

11. The Village warrants transfer of clear title.

12. It is agreed between the parties hereto that insurance and utilities if applicable, shall be adjusted as of the date of possession.

13. This Agreement and all rights, if any, of the Purchaser arising hereunder shall not be assigned by the Purchaser without first obtaining the approval of the Village, which said approval shall be by resolution of the Village Council.

14. This agreement shall ensure to the benefit of and be binding upon the parties, hereto, their respective heirs, executors, administrators, agents and assigns.

15. The parties agree that the representations, warranties, and covenants contained in this agreement shall not merge with and shall survive the closing of the purchase and sale and the transfer of Title to the Property into the name of the Purchaser and shall be enforceable by the Purchaser after such transfer.

DATED at _____, Saskatchewan, this ____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED)
in the presence of:) _____
) Purchaser
) _____
Witness _____) Purchaser

DATED at _____, Saskatchewan, this ____ day of _____, 20____.

VILLAGE OF LANG

Per: _____

(seal)