VILLAGE OF BEECHY

BYLAW NO. 02-2025

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

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

1. In this bylaw:

- a. "Administrator" shall mean the administrator of the municipality;
- b. "Council" shall mean the council of the municipality;
- c. "Head of council" shall mean the mayor of the municipality;
- d. "Municipality" shall mean the Village of Beechy.
- 2. The Village of Beechy is hereby authorized to enter into an agreement with a purchaser for the purpose of selling Village property.
- 2. The agreement is as attached hereto and forms part of this bylaw, and is identified as "Schedule 1",
- 2. That the agreement shall be entered into on the condition that council accepts the offer to purchase.
- 3. The head of council and the administrator are hereby authorized to sign and execute the attached agreement described as "Schedule 1".

Mayor

Administrator

SEAL



VILLAGE OF BEECHY

AGREEMENT FOR SALE

| This agreement made in duplicate this day of, A.D. 20 |
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| BETWEEN |
| The VILLAGE OF BEECHY in the province of Saskatchewan, hereinafter called the vendor, |
| AND |
| hereinafter called the purchasers. |
| The vendor agrees to sell to the purchaser, who agrees to purchase from the vendor, the following: |
| (legal description) |
| for the price of to be paid to the vendor by the day of, A.D. 2025 on the following terms and conditions: |
| It is agreed that the Purchaser shall erect, or move onto property, a habitable dwelling within a period of one year. A habitable dwelling shall be defined as: Minimum 800 square feet; Include a permanently plumbed bathroom including tub or shower, sink and toilet; Include a kitchen area with a minimum 2 burner range and permanently plumbed sink. Transfer of the title for the property will be held until section 1 of this agreement is in compliance. If the transfer of title is required for insurance or financing reasons, transfer will be given providing the new owner will lay signature to a title transfer authorization back to the Village of Beechy accompanied by this agreement. If the owner is in violation of the agreement, the transfer will be executed and the property taken back by the Village, with all payments surrendered to the Village. All amounts must be paid to the Village at the time of sale. It is agreed that all subdividing costs, transfer costs, and any future lot servicing costs be paid by the purchaser. It is further agreed that the Purchaser will be responsible for the taxes from the date of the signing of the agreement for sale. |
| 5. This agreement shall be valid for a period of twelve (12) months from the date of signing and will be renewed, by the Villago for a further way in 15 ft. |

and will be renewed, by the Village, for a further period of twelve (12) months, providing

satisfactory development has begun. Satisfactory development will include one or a combination of the following:

- obtaining the necessary development and building permits

-a completed foundation/basement or surface foundation

-framing of the development

-proof of purchase or financing for an RTM or mobile home

-connection to municipal water and sewer systems

-or for reasons beyond the control of the purchaser, could not be completed within the original period herein stipulated.

In such latter events, should the extended period extend into another taxation year, the taxes levied and assessed on the said land for such year shall forthwith be payable by the purchaser (such payment being a condition precedent to the granting of any such extension by the Village).

What is deemed satisfactory development shall be at the pleasure of the council, dependent upon the circumstances of each individual development. All conditions are subject to the approval of council, and council reserves the right to make approvals and rejections at their discretion.

- 6. If the purchaser has not satisfactorily developed the lot with a dwelling constructed upon it within 12 months of the date of this agreement, the lot shall be considered returned to the Village of Beechy, and the purchase price of \$______ shall be retained by the Village of Beechy, and the purchaser shall have no further claim to the lot.
- 7. Applications for building permits, plumbing permits, or any other required permits must be applied for by the Purchaser. The Purchaser must obtain the Vendor's formal approval of said permit before proceeding with any construction or like work.
- 8. The Purchaser shall not have any claim against the Village for loss or damage, by whomsoever caused, to the property of the Purchaser on the above-described land, whether due to the negligence of the Village or its employees or otherwise.
- 9. This agreement, or any extension thereof, shall expire at the time herein provided if the Purchaser has failed meet above objectives of the said building and yard in conformity with the Building Standards regulations. Upon such expiry, the Purchaser shall, at this own cost and expense, remove any building, or part thereof, from the said land and leave the said land in the same state and condition as of the date of this agreement; and upon failure of the Purchaser to so remove any such building and restore the said land to its former state, the Village shall have the right to do so, and collect the cost from the purchaser who hereby agrees to pay same on demand.
- 10 Neither this agreement nor any right, interest, or privilege hereunder may at any time be subject to any assignment without the consent in writing of the Village.
- 11. Should default be made by the Purchaser in the performance of any work or the fulfillment of any condition due hereunder, the Village may cancel this agreement forthwith and may remove any building on the said land and restore it to its former state and may collect the cost of such removal and restoration from the Purchaser who agrees to pay the same on demand.

and complied with in all respect any extension thereof, are fulfilled and complied with in all respect as to which the Town shall be the sole judge, the Village hereby agrees to convey the above-described land to the Purchaser by a transfer under the Land Titles Act, at the cost and expense of the Purchaser provided, however: that should the Purchaser require title to the said land prior to completion of construction of such building, in order to obtain financing for such construction of such building, the Village may, upon the Purchaser execution in favor of the Village a "Bond of Performance", transfer the title to the said Purchaser. IN WITNESS WHEREOF THE Village has hereunto affixed its corporate seal attested by the hands of its Mayor and Administrator duly authorized on that behalf this ____ day of ____, A.D. 20 . Village of Beechy **MAYOR SEAL ADMINISTRATOR** IN WITNESS WHEREOF the Purchaser has hereunto set his hand this _____ day of ____, A.D. 20__. PURCHASER WITNESS **PURCHASER** WITNESS

12. Provided the terms and conditions of this agreement, or any extension thereof, are fulfilled