

VILLAGE OF BEECHY

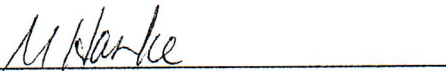
BYLAW NO. 05-2013

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:

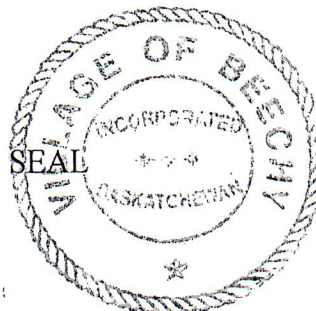
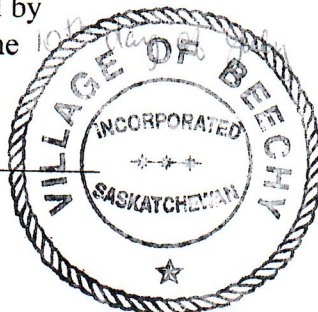
1. In this bylaw:
  - a. "Administrator" shall mean the administrator of the municipality;
  - b. "Council" shall mean the council of the municipality;
  - c. "Head of council" shall mean the mayor of the municipality;
  - d. "Municipality" shall mean the Village of Beechy.
2. The Village of Beechy is 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

Certified to be a true copy  
of Bylaw No. <sup>5-2013</sup> adopted by  
resolution of council of the  
Village of Beechy on

(SEAL)   
\_\_\_\_\_  
Administrator



VILLAGE OF BEECHY  
AGREEMENT FOR SALE

This agreement made in duplicate this \_\_\_ day of \_\_\_\_, A.D. 20\_\_.

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 \_\_\_\_\_ per lot to total \_\_\_\_\_ dollars \$\_\_\_\_\_ to be paid to the vendor by the \_\_\_ day of \_\_\_\_\_, A.D. 2014 on the following terms and conditions:

1. It is agreed that the Purchaser shall remove the buildings situated on Lots \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_ and Lot \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_ and Lot \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_.
2. 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 after section 1 of this agreement is in compliance.
3. It is agreed that all subdividing costs, transfer costs, and any future lot servicing costs be paid by the purchaser.
4. 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 may be renewed, by the Village, for a further period not exceeding six (6) months.

6. Applications for building permits, plumbing permits, demolition 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.

7. 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.

8 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.

9. 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 and may collect the cost of such removal and restoration from the Purchaser who agrees to pay the same on demand.

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