

**PRICE AND CONDITIONS FOR SALE OF
SERVICED LOTS IN THE
VILLAGE OF LANDIS**

Bylaw No. 09-05

A BYLAW OF THE VILLAGE OF LANDIS TO SET THE PRICE AND CONDITIONS FOR THE SALE OF SERVICED LOTS WITHIN THE VILLAGE OF LANDIS.

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

1. The purchase price of serviced lots within the Village of Landis, used for residential purposes, is set at \$200.00 per front foot.
2. The Town will refund the sum of \$195.00 per front foot if the following conditions are met:
 - (a) construction of a new residential home or new ready-to-move home being a minimum of 1,200 square feet in size (main level). Other residences may be approved by Council on a case-by-case basis.
 - (b) construction of the residence must be completed within two years from the date of land transfer to the purchaser.
3. These terms and conditions have been set out in the Agreement for Sale attached hereto and forming a part of this Bylaw, identified as Schedule AA@ .

MAYOR

Read a third time
This 8th day of April, 2009

ADMINISTRATOR

SAMPLE - AGREEMENT FOR SALE OF LAND

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

BETWEEN:

The Village of Landis, in the Province of Saskatchewan
(hereinafter called *the Village*)

AND:

(hereinafter called *the Purchaser*)

WHEREAS:

1. The Village is the registered owner of land located in the Village of Landis, in the Province of Saskatchewan, described as follows:
Lot(s) _____, Block _____, Plan _____

(hereinafter called *the Land*).
2. The Village agrees to sell the Land to the Purchaser subject to certain terms and conditions.

THE PARTIES AGREE AS FOLLOWS:

1. Purchase Price - the purchase price of the Land to be paid by the Purchaser to the Village is \$200.00 per front foot.
2. Village to Transfer - upon the Purchaser paying the entire purchase price of the Land to the Village, the Village shall transfer the Land, free and clear of all encumbrances, to the Purchaser. The Purchaser is responsible to pay the costs of transferring the Land.
3. Obligation to Build - within two years from the date the land is transferred to the name(s) of the Purchaser, the Purchaser shall have completed construction, or be near completion, of a residential dwelling on the Land that will comply with all the bylaws and regulations of the Village of Landis.
4. Minimum Dwelling Size - the residential dwelling being constructed must have a minimum footprint of One Thousand, Two Hundred (1,200) square feet. The Village Council will, at their discretion and upon written request, review any other dwelling sizes and configurations and may issue approval for alternative dwelling sizes.
5. Village to Refund - if conditions 3 & 4 above have been met by the Purchaser, the Village will refund to the Purchaser the sum of \$195.00 per front foot. A cheque for the full amount of the refund will be issued by the Village once the residential house is inhabitable or once the ready-to-move home has been affixed to the Land.
6. Breach by Purchaser - if the Purchaser has not completed construction of the residential dwelling within the two year period, the Village will be entitled to retain the full \$200.00 per front foot paid for the Land and the terms and conditions of this agreement become null and void.
7. Request for Extension - any request for an extension by the Purchaser must be made in writing and sent to the Village for review at their next Council Meeting. The Village will take into account any special circumstances and will issue their decision in writing.
8. Easements - the Purchaser agrees to grant any public easements including, but not limited to, any required by the Village, Sask Energy, Sask Power and Sask Tel.

9. No Assignment - this Agreement may not be assigned by the Purchaser unless approved by the Village, which approval may be unreasonably withheld.
10. Taxes and Utilities - the Purchaser will be responsible for all taxes and utility costs on the Land and any other adjustments as of the date of transfer of the Land to the Purchaser.
11. Time - time shall be of the essence in this Agreement.
12. Binding Effect - this Agreement shall ensure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and assigns.
13. Interpretation - whenever the singular is used throughout this Agreement it shall be construed as including the plural or corporation wherever the context or parties so require.
14. Amendment - any amendment to this Agreement must be in writing and signed by both parties.

VILLAGE OF LANDIS

MAYOR

ADMINISTRATOR

(SEAL)

SIGNED in the presence of:

Witness

Purchaser

Witness

Purchaser