

TOWN OF ST. WALBURG

BYLAW NO. 10-96

A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT FOR SALE  
OF URBAN LAND KNOWN AS PARCEL "B", BLOCK 48.

WHEREAS the Town of St. Walburg is authorized to enter into agreements with any person or association under Section 175(1) of The Urban Municipality Act;

AND WHEREAS it is deemed advisable to enter into such an agreement with R.J. Hoffman Holdings Ltd..

NOW THEREFORE, the Council of the Town of St. Walburg, in the Province of Saskatchewan, enacts as follows:

1. The agreement attached hereto and marked "A" shall take effect in all respects as Schedule "A" to Bylaw No. 10-96.
2. The Mayor and the Administrator are hereby authorized, empowered and directed, to execute the agreement incorporated herewith as Schedule "A" to this bylaw and forming part thereof, and to affix the corporate seal of the Town of St. Walburg and to do and to cause to be done all acts, matters and things which may be necessary for the due performance and fulfillment of the said agreement.
3. This bylaw shall come into force and take effect from and after the day of final passing thereof.

Arden L. Hall  
Mayor

(SEAL)

Gerrit B. Rosen. Lemp  
Administrator

This Bylaw given three readings  
and adopted at regular meeting of  
Council, September 24, 1996.

Gerrit B. Rosen. Lemp  
Administrator.

**Certified a True Copy**

Shelagh Bronken  
Chief Administrative Officer  
Town of St. Walburg, Saskatchewan

PROVINCE OF SASKATCHEWAN

AGREEMENT FOR SALE OF URBAN LAND

MADE IN DUPLICATE this                      day of                      , 1996.

VENDOR:                      TOWN OF ST. WALBURG  
   - and -  
PURCHASER:                      R.J. HOFFMAN HOLDINGS LTD.

AGREEMENT

1.     The vendor agrees to sell to the purchaser who agrees to purchase from the vendor the land and property described as follows:

Parcel B, Block 48  
St. Walburg, Saskatchewan  
Plan 96B

MINERALS IN THE CROWN

at and for the price and sum of FORTY THOUSAND (\$40,000.00) DOLLARS (hereinafter called "the purchase price") in lawful money of Canada to be paid to the vendor at par at St. Walburg, in the Province of Saskatchewan, as follows:

The sum of \$4,000.00 together with GST on the 1st day of August, 1996 and the sum of \$4,000.00 together with GST on the 1st of August in each and every year thereafter until the full purchase price together with Goods and Services Tax has been paid by the purchaser.

INTEREST

2.     There will no interest charged on the purchase price.

TAXES

3.     The purchaser agrees to pay taxes from and after the 1st day of January, 1997, and to assume all amortized local improvement payments from that date.

POSSESSION

4.     The purchaser shall have the right to possession on the 1st day of August, 1996.

NO WARRANTIES

5.     The purchaser covenants that he has inspected the property and there are no representations, warranties or collateral agreements or conditions other than as expressed in this agreement.

Agreement for Sale of Urban Land  
Town of St. Walburg to R.J. Hoffman Holdings Ltd.

TRANSFER

6. The vendor agrees to transfer to the purchaser the said parcel of land and the town will install appropriate water and sewer hook up from mid street to the property line. The vendor will place a caveat on the property as an unpaid vendor's lien which shall be a valid and enforceable encumbrance against the property in question until the purchase price as hereinafter set out has been paid. The vendor agrees to postpone the caveat, if necessary, to enable the purchaser to obtain financing to construct a building on the property.

COSTS

7. The vendor assumes all costs of survey, re-zoning, public reserve allocation and legal fees associated with the transfer, preparation of Agreement for Sale and caveat.

DEFAULT OF PAYMENT

8. The vendor agrees to forgive the sum of \$4,000.00 per year over a period of ten years conditional upon the purchaser constructing a building or buildings to be agreed upon between the parties. In the event construction of buildings does not take place as agreed upon the vendor shall be at liberty to determine and put an end to this agreement by court action to regain title and to pursue the purchaser for any monies expended as a result of this agreement by way of liquidated damages which the purchaser hereby agrees to pay.

ASSIGNMENT

9. No assignment of this agreement shall be valid unless agreed to in writing by the vendor.

TIME

10. Time shall in every respect be the essence of this agreement.

BINDING ON HEIRS

11. This agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns and wherever the singular or masculine is used throughout this agreement same shall be construed to mean the plural, feminine or incorporated company where the context or the parties so require.

VENDOR NOT NON-RESIDENT

12. The vendor covenants that he is not now nor will he be at the date of issuance of title or within sixty days of date of possession a non-resident of Canada within the meaning of The Income Tax Act of Canada nor is he agent or trustee for anyone nor will he become an agent or trustee of anyone with an interest in the property sold within sixty days after possession date. If the vendor is such a non-resident he agrees

Agreement for Sale of Urban Land  
Town of St. Walburg to R.J. Hoffman Holdings Ltd.

the purchaser or purchaser's solicitor may deduct and withhold from the balance due any amount required to be paid under The Income Tax Act of Canada.

LAW OF SASKATCHEWAN

13. This agreement shall be construed in accordance with and be subject to the laws of the Province of Saskatchewan.

GOODS AND SERVICES TAX

14. The purchaser agrees to pay all goods and services tax if required by law.

WAIVER

15. The purchaser waives the provisions of The Limitation of Civil Rights Act and The Land Contracts (Actions) Act for the Province of Saskatchewan.

IN WITNESS WHEREOF the Town of St. Walburg has hereunto affixed its corporate seals attested by the proper officers in that behalf the day, month and year first above written.

TOWN OF ST. WALBURG

By: \_\_\_\_\_

(S E A L)

And: \_\_\_\_\_

IN WITNESS WHEREOF the R.J. Hoffman Holdings Ltd. has hereunto affixed its corporate seals attested by the proper officers in that behalf the day, month and year first above written.

R.J. HOFFMAN HOLDINGS LTD.

By: \_\_\_\_\_

(S E A L)

And: \_\_\_\_\_