

TOWN OF HANLEY

BYLAW NO.13/10

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

The Council of the Town of Hanley 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 Town of Hanley.
2. The Town of Hanley is hereby authorized to enter into an agreement with a purchaser for the purpose of selling Town 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

Certified a true copy of Bylaw No. 13/10
adopted by resolution of council on the
13th day of December, A.D. 2010.



Administrator



TOWN OF HANLEY
AGREEMENT FOR SALE

"Schedule 1"

This agreement made in duplicate this ____ day of _____, A.D. 20__.

BETWEEN

The TOWN OF HANLEY in the province of Saskatchewan, hereinafter called the vendor,

AND

_____ of _____
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 _____ dollars (\$) per lot to total _____ \$
to be paid to the vendor by the ____ day of ____, A.D. 20__ on the following terms and conditions:

1. 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 500 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.
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 Town of Hanley 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 Town, with all payments surrendered to the Town. All amounts must be paid to the Town at the time of sale.
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 Town of Hanley will be responsible for the first ____ months of taxes for 20__, with the balance to be paid by the purchaser.
5. This agreement shall be valid for a period of twelve (12) months from the date of signing and may be renewed, by the Town, for a further period not exceeding six (6) months, providing a foundation has been proceeded with, or for reasons beyond the control of the purchaser, could not be completed within the original period herein stipulated. In such latter event, 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 Town).
6. The Purchaser shall not have any claim against the Town 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 Town or its employees or otherwise.

7. 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 Town shall have the right to do so, and collect the cost from the purchaser who hereby agrees to pay same on demand.

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 Town.

9. Should default be made by the Purchaser in the performance of any work or the fulfillment of any condition due hereunder, the Town 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.

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 Town 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 Town may, upon the Purchaser execution in favour of the Town a "Bond of Performance", transfer the title to the said Purchaser.

IN WITNESS WHEREOF THE Town 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__.

TOWN OF HANLEY

SEAL

MAYOR

ADMINISTRATOR

IN WITNESS WHEREOF the Purchaser has hereunto set his hand this ____ day of ____, A.D. 20__.

PURCHASER

WITNESS