

## TOWN OF ESTERHAZY

### Bylaw No. 754-19

A bylaw of the Town of Esterhazy, In the Province of Saskatchewan, to set regulations for Margaret Court

The Council of the Town of Esterhazy in the Province of Saskatchewan enacts the follows:

1. The draft Agreement and Option to Purchase as annexed hereto and marked as Schedule "A" to this bylaw is hereby adopted.
2. The said Draft Agreement may be applied to the sale of the following lots, in registered Plan No. 102077120 , at the stated price plus applicable taxes:

<b>Block/Par C</b>	<b>Amount</b>
Lot 2	\$10,000.00
Lot 4	\$10,000.00
Lot 5	\$10,000.00
Lot 6	\$10,000.00
Lot 7	\$10,000.00
Lot 8	\$10,000.00
Lot 9	\$10,000.00
Lot 10	\$10,000.00
Lot 11	\$10,000.00
Lot 13	\$10,000.00
Lot 14	\$10,000.00
Lot 15	\$10,000.00

3. Mobile homes only will be permitted in Margaret Court and meet the Town of Esterhazy Zoning Bylaw 658-11 Residential Mobile Home District requirements.
4. All Mobile homes shall have Canadian Standard Association Certification.
5. All accessory structures, such as patios, porches, additions and skirting's, shall be:
  - a. designed and erected as to harmonize with the mobile homes,
  - b. considered as part of the main building, and
  - c. erected only after obtaining a Development Permit
6. The maximum permitted floor area of porches and additions shall be proportionate to the floor area of the mobile home, and this relationship shall be determined by the Town of Esterhazy Zoning Bylaw 658-11.
7. Notwithstanding any other provision of this Bylaw to the contrary, the Council, may refuse an application for a development permit to allow the placement of a mobile home if, in their sole opinion, the proposed mobile home will not be of suitable quality, age, or condition, matching the quality, age or condition of adjacent mobile home or other dwellings. Photos of the Mobile home are to be submitted to council for approval with application of Development permit.
8. The undercarriage of all mobile homes shall be completely screened from view by the foundation, skirting or other means that is of a manufactured or similar type to harmonize visually with the unit. This foundation or skirting shall permit the circulation of air beneath the unit. The screen or skirting will be from the floor level to the ground level.
9. No accessory building or use, other than parking spaces, shall be located in the front yard of a mobile home stall or a lot on which a mobile home is located.
10. Landscaping, seeding of grass, etc., to complete within two years of residential completion.
11. Rear yard access to the Municipal Reserve is only allowed for pedestrian traffic and not vehicular traffic.

12. The storage of any furniture, domestic equipment, or seasonally used equipment shall be adequately covered or screened, either individually on the mobile home stall or communally, and said storage shall conform to the Safety Codes Act.



13. This Bylaw will come into force and take effect on the 10<sup>th</sup> day of April 10, 2019

Read a third time and adopted  
This 10 day of April, 2019.

Mayor [Signature]

[Signature]  
Administrator

Administrator

**TOWN OF ESTERHAZY**

**Bylaw No. 754-19**

**Schedule "A"**

**Purchase Agreement  
For Residential Mobile Homes  
(not applicable to Contractors/Developers)**

Purchaser Name: \_\_\_\_\_  
(hereinafter referred to as the "Purchaser")

Purchaser Address: \_\_\_\_\_

Purchaser Telephone/Email/Fax: \_\_\_\_\_

having inspected the real property described below, HEREBY OFFER TO PURCHASE from:

Town of Esterhazy  
(hereinafter referred to as the "Vendor")

PO Box 490  
Esterhazy, SK  
S0A 0X0

the following property, located at:

Civic Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

(the "property") which term includes all improvements, buildings, structures and fixtures located on the land, if any, subject to the reservations and exceptions appearing in the existing Certificate of Title free and clear of all encumbrances, save and except such encumbrances as are expressly agreed to be assumed by the Purchaser in this agreement, for the sum of :

\_\_\_\_\_ --- /100 DOLLARS --- (\$ \_\_\_\_\_), (the  
"Purchase Price"), plus \_\_\_\_\_ --- / 100 DOLLARS --- (\$ \_\_\_\_\_)(the  
"GST").

The parties acknowledge that there are not any mineral rights that are currently included on the title to the property.

1. The Purchase Price is to be paid to the Vendor within 24 hours of both parties signing this agreement.
2. This Agreement is subject to no conditions.
3. Prior to commencing construction of a building or buildings on the property, the Purchaser shall obtain written approval of the Town of the plans and specifications of such buildings to be so constructed, the said written approval taking the form of a Building Permit. Any house to be constructed on the property must have either a basement, or a permanent concrete foundation. Any mobile home is to be installed and anchored as per the specification sheet from Professional Building Inspections Inc.
4. The Purchaser shall be entitled to possession of the property from and after the date of paying the full purchase price plus applicable taxes.
5. The Purchaser shall be responsible for property taxes on the property from and after the date of this agreement.
6. The Purchaser agrees that before title is transferred, it will sign a transfer authorization which transfers the property back to the Vendor, which the Vendor can register if necessary, in accordance with the terms outlined in paragraph 7 hereof. The transfer authorization will reference the property's parcel number(s) rather than the title number(s). The Vendor shall have the authority to register the transfer back should the Purchaser not comply with the terms in paragraph 7 hereof. The Purchaser shall be responsible for all legal fees and disbursements incurred by the Town in registering the transfer back.

7. Upon receiving payment for the property, and the transfer back referred to in paragraph 6 hereof, the Town shall provide to the Purchaser a registerable transfer of the property pursuant to *The Land Titles Act, 2000*, and the Town covenants that the property shall be free and clear of all encumbrances, save and except for standard utility easements and the miscellaneous interest registered pursuant to clause 9 of this agreement. In the event construction is not commenced within six months from the date the Town provides the transfer of title to the Purchaser, and/or construction is not completed within two years of its commencement, or as otherwise agreed upon by Resolution of Council, the Purchaser shall forfeit all rights to the said property and the purchase price shall be refunded, with the exception of \$1000.00 or 10% of the purchase price, whichever is greater, which shall be forfeited by the Purchaser. The Vendor shall also have the right to retain any improvements made by the Purchaser to the property. A copy of the purchase order and agreement of the mobile home shall constitute proof of construction for the purpose of this agreement.

8. Landscaping, seeding of grass, and the like, are to be completed within two years of completion of construction.

9. The Purchaser agrees that the Vendor shall be entitled to register a miscellaneous interest against the title to the property, in order to protect its interests under the transfer back provisions of clause 7. The Vendor agrees to postpone its interest, if necessary, to any interest registered on behalf of the Purchaser, in order to secure financing for the development of the property. The Purchaser agrees to pay all costs associated with the registration of the miscellaneous interest, and to discharge the miscellaneous interest once the Purchaser has met its obligations under this agreement. The Purchaser agrees to be responsible for all costs associated with the discharge of any interest(s) registered by or against it, from the title, in the event that the Vendor registers the transfer back. Such discharge(s), if any, will be registered within 15 business days of the transfer back being registered.

10. The property is sold on an 'as is' basis. The Vendor will not agree to the subdivision of the property.

11. The Purchaser shall be solely responsible for the registration of the title transfer, and the attendant costs.

12. That the Purchaser is responsible for the cost of any necessary repairs to sidewalks, curbs, driveways, or other Town of Esterhazy property or service which are in existence on or about the land, which are damaged in any way as a result of construction on the lands and premises, whether by vehicles, equipment, or any other construction-related cause.

12. The Purchaser shall be responsible to make arrangements with any public utility for connection to public utility services and shall be solely responsible for the cost thereof.

13. This agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators and successors of the parties hereto.

14. If the Purchaser is a body corporate, the Purchaser hereby covenants and agrees with the Vendor that:

- (a) *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to any actions as defined in the said Act with respect to this agreement or any agreement arising from it;
- (b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:
  - i) this agreement;
  - ii) the sale and purchase constituted by the execution of this agreement;
  - iii) any charge or other security for payment of the money made, given or created by this agreement;
  - iv) any agreement or instrument renewing or extending or collateral to this agreement; or
  - v) the rights, powers, or remedies of the Vendor under this agreement or other security, agreement, or instrument referred to or mentioned in Subsections (iii) or (iv) above.

15. It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements of any kind other than those contained in this agreement and the Purchaser agrees to purchase the property as it stands at the price and terms and subject to the conditions in this agreement. The parties agree that the terms of this agreement shall not merge with and shall survive the closing of the purchase and sale and the transfer of Title to the property into the name of the Purchaser and shall be enforceable by the Vendor after such transfer. **TIME shall be of the essence of this agreement.**

The Purchaser agrees to all conditions contained in this agreement and covenants to carry out the sale and construction on the terms and conditions set out in the agreement.

DATED at ESTERHAZY, Saskatchewan, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

SIGNED, SEALED AND DELIVERED )  
in the presence of: ) \_\_\_\_\_  
 ) Purchaser  
 )  
 )  
\_\_\_\_\_  
Witness ) \_\_\_\_\_  
 ) Purchaser

Purchaser's Lawyer: \_\_\_\_\_

**ACCEPTANCE**

The Vendor agrees to all conditions contained in this agreement and covenants to carry out the sale on the terms and conditions set out in the Offer.

DATED at ESTERHAZY, Saskatchewan, this \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

SIGNED, SEALED AND DELIVERED )  
in the presence of: ) \_\_\_\_\_  
 ) Per:  
 )  
 )  
\_\_\_\_\_  
Witness ) \_\_\_\_\_  
 ) Per:

Vendor's Lawyer: Bock & Company Law Office – Lynnette Bock  
Address: c/o Box 220 – 500 Maple Street, Esterhazy, SK S0A 0X0  
Phone No.: (306) 745-3952  
Fax No.: (306) 745-6119