

Schedule A

Of the Minutes of the five hundred and fifty sixth (556th) meeting of the Council of the Town of Rose Valley, being the first meeting of the Council of the Town of Rose Valley for the year 2022, which was held by Zoom meeting (due to COVID-19 pandemic response with access by the public available at the Rose Valley Town Office - 217 Centre Street), on January 19, 2022 commencing at 7:00 P.M.

Residential Municipal Lands Sale Policy 2022

A resolution of the Town of Rose Valley to establish a written policy setting a framework for the sale of residential municipal owned lands.

DEFINITION

- 1) Vacant lands – lands with no assessable improvements

APPLICABLE PROPERTIES

- 2) The policy shall apply to sale of lands classed as residential and held by the Town of Rose Valley, as Tax Title Property or Lands for Resale, with the following description:
 - a) The land is easily serviceable i.e. Town street, water and sewer mains are adjacent to property line;
 - b) The land is vacant OR has only a garage, shed or similar storage building on site OR the land has a derelict building on site;
 - c) If Tax Title Property, the land shall have been publicly tendered for sale pursuant to *The Tax Enforcement Act*.

MINIMUM PURCHASE PRICE

- 3) The minimum purchase price for residential lands owned by the Town is \$4000 (four thousand dollars) per lot;
- 4) Notwithstanding, section 3, Council may resolve to modify the purchase price to account for unusual circumstance including and not limited to presence of a derelict building which must be removed

HIGHEST OR ANY TENDER OR OFFER NOT NECESSARILY ACCEPTED

- 5) Council may by resolution refuse ANY offer to purchase, even an offer meeting the minimum purchase price.
- 6) When receiving competing tenders / offers Council may by resolution chose to
 - a) Tender the property (highest tender not necessarily accepted); or
 - b) Hold a public auction (reserved bid of minimum purchase price per lot).
- 7) Lands will not be sold to persons in arrears on any account with the Town of Rose Valley.
- 8) Lands will not be sold to persons residing with any person who is in arrears on any account with the Town of Rose Valley.

INCENTIVE FOR DEVELOPMENT (BUILDING A RESIDENCE OR GARAGE): INCENTIVE ONE – PURCHASE PRICE REBATE.

- 9) If the purchaser meets the conditions for a development incentive as outlined in section 11, a rebate of \$2000 of the purchase price will be remitted to the purchaser upon said improvement being added to the assessment roll.

INCENTIVE FOR DEVELOPMENT (BUILDING A RESIDENCE OR GARAGE): INCENTIVE TWO – PROVISION OF A NEW WATER AND SEWER SERVICE TO THE CURBSTOP

- 10) If the purchaser meets the conditions for a development incentive as outlined in section 11, The Town of Rose Valley shall provide water and sewer service to the curbstop, at the property line, upon substantial construction of an improvement (building) needing such service. The purchaser is responsible for water and sewer service lines on the private property extending from the curbstop (property line) to the building.

11) Conditions for application for development incentives:

- a) The purchaser builds or installs a one or multi family dwelling on a permanent foundation OR a minimum 240 square ft garage on such lot within twenty four (24) months of the date of title transfer from the Town of Rose Valley to the purchaser;
- b) In constructing an improvement on such site the development must comply with the following:
 - i) The Zoning Bylaw of the Town of Rose Valley;
 - ii) The Building Bylaw of the Town of Rose Valley; and

- iii) All other applicable municipal, provincial and federal legislation.
- c) If moving a building onto said lot the building must be structurally sound; all major systems must be code compliant including the electrical, plumbing and heating systems of such building; the exterior must be not be dilapidated; and the development must comply with the following:
 - i) The Zoning Bylaw of the Town of Rose Valley;
 - ii) The Building Bylaw of the Town of Rose Valley; and
 - iii) All other applicable municipal, provincial and federal legislation.
- d) Such development incentive is available only to the original purchaser of said property from the Town and is not transferable.

AGREEMENT FOR SALE AND TRANSFER COSTS

- 12) The sale will be ratified by signing of an Agreement for Sale which sets out the terms as outlined in this policy as well as any further terms Council resolves in agreement with the purchaser.
- 13) Whereas said properties are guaranteed by the Town of Rose Valley to be free of all encumbrances and taxes at the date of purchase, the purchaser shall be solely responsible for the costs of the Agreement for Sale and Title Transfer costs.

GST AND OTHER TAX

- 14) The purchaser shall be responsible for all applicable taxes on the purchase, notably GST which is levied on vacant residential lands.

INDEMNIFICATION OF THE TOWN OF ROSE VALLEY

- 15) Purchasers will indemnify and save harmless the Town of Rose Valley, its Council and employees from and against all claims, liabilities and demands of any kind with respect to injury or death of any person, or damage to or loss or destruction of property, economic loss or infringement of rights by or arising directly or indirectly from sale of said property.

NO PROVISION OF WARRANTY

- 16) Sale of property is "As Is" and The Town of Rose Valley provides no warranty, express or implied, regarding
 - a) the habitability, structural state, state of electrical, plumbing or heating systems or furnishings of any improvements (buildings) existing on said lands;
 - b) the condition of the surface of said land including vegetation and structures on the said land; and
 - c) the condition of the subsurface of said land including any thing which may be buried on said land (including cement from old foundations)
 - d) The purchasers rely entirely upon their personal inspection or knowledge of the lands and accept the same "as Is"

OFFER TO PURCHASE

- 17) An offer to purchase will be considered by Council upon receipt of
 - a) A written, dated offer to purchase in Form A, hereto attached
 - b) Offers may be submitted to the Administrator for consideration at the next Regular Meeting or in response to a call for tenders.
 - c) Offers may be physically submitted at the Town Office, or by mail or email except in the case of Tenders where directions according to the advertised Notice shall apply.

PAYMENT DUE

- 18) The purchaser has 30 days from the date of the Council meeting where an offer is accepted to ratify an Agreement for Sale for said property. If the Agreement for Sale is not ratified within 30 days, Council may rescind the acceptance of the offer.
- 19) Payment in full of the purchase price, applicable GST and any applicable deposit is due by the date the Agreement for Sale is ratified.

LANDS WITH DERELICT BUILDINGS

- 20) Notwithstanding any term of this policy, Council may resolve to alter the terms of sale for properties with derelict buildings and negotiate alternate agreements on a case by case basis regarding purchase of lands where removal of derelict buildings is a condition of sale.

STANDARD TERMS OF THE AGREEMENT FOR USE IN MUNICIPAL LAND SALES

- 21) Council may accept an offer to purchase and the following terms shall be incorporated into the resolution accepting such offer and the Agreement of Sale

- a) The purchaser shall be responsible for all legal and land title registration fees associated with the Agreement for Sale and Transfer of Title.
- b) In entering into this agreement, the purchaser shall rely entirely upon their personal inspection or knowledge of the Land(s) and improvements thereon and accept the same “as is”. There are no other representations and absolutely no explicit or implied warranty regarding such property. Sale of property is “As Is” and The Town of Rose Valley provides no warranty, express or implied, regarding
 - i) the habitability, structural state, state of electrical, plumbing or heating systems or furnishings of any improvements (buildings) existing on said lands;
 - ii) the condition of the surface of said land including vegetation and structures on the said land; and
 - iii) the condition of the subsurface of said land including anything which may be buried on said land (including cement from old foundations)
- c) The Purchaser acknowledges that cement may be buried on the property and accepts full responsibility for all existing cement burial and for dealing with buried cement which may interfere with construction of any improvement (building).
- d) The Purchaser acknowledges that said property is a lot that is not serviced for water and sewer and agree that the Town of Rose Valley shall not provide such service unless substantial construction of an improvement (building) needing such service is completed.
- e) Cost of providing water and sewer service to the curbstop at the property line shall be allocated in accordance with the policy in force as of the date of ratification of the Agreement for Sale.
- f) The purchaser is responsible for cost of installation of water and sewer service lines on the private property extending from the curbstop (property line) to the building.
- g) Lands shall be assessed as taxable and responsibility for taxation shall pass to the purchaser January 1 of the year following purchase.
- h) The purchaser is solely responsible for any provincial or federal taxes levied on the purchase.
- i) The purchaser is solely responsible for establishment of power, natural gas, telephone, cable or other utility service.
- j) The Purchaser indemnifies and saves harmless the Town of Rose Valley, it’s Council and employees from and against all claims, liabilities and demands of any kind with respect to injury or death of any person, or damage to or loss or destruction of property, economic loss or infringement of rights by or arising directly or indirectly from sale of said property.

Town of Rose Valley
PURCHASE OFFER
Form A of the Residential Municipal Lands Sale Policy 2022

I (WE), _____ of
Print name(s)

Please print: Mailing address, phone number, email address

Offer to purchase the land and improvements situate at

Civic address

More particularly described as

Legal land description

“AS IS” from the Town of Rose Valley with no warranty implied or actual,

For the purchase price of _____ dollars,
payable within 30 days of the date that such offer is accepted.

Please specify proposed usage of property: *(specify agricultural, residential, or commercial use)*. If rezoning is required or contemplated please note that requirement. Please provide details.

By making this Offer to Purchase I/WE are hereby fully and freely accepting the following terms as “the purchaser”:

- 1) The purchaser shall be responsible for all legal and land title registration fees associated with the Agreement for Sale and Transfer of Title.
- 2) In entering into this agreement, the purchaser shall rely entirely upon their personal inspection or knowledge of the Land(s) and improvements thereon and accept the same “as is”. There are no other representations and absolutely no explicit or implied warranty regarding such property. Sale of property is “As Is” and The Town of Rose Valley provides no warranty, express or implied, regarding
 - a) the habitability, structural state, state of electrical, plumbing or heating systems or furnishings of any improvements (buildings) existing on said lands;
 - b) the condition of the surface of said land including vegetation and structures on the said land; and
 - c) the condition of the subsurface of said land including any thing which may be buried on said land (including cement from old foundations)
- 3) The Purchaser acknowledges that cement and associated debris from past building removal may be buried on the property and accepts full responsibility for all existing cement and other debris burial and for dealing with interference, from the same, with construction of any improvement (building)
- 4) The purchaser acknowledges that said property is a lot that is not serviced for water and sewer and agree that the Town of Rose Valley shall not provide such service unless substantial construction of an improvement (building) needing such service is completed. Cost of providing water and sewer service to the curbstop at the property line shall be allocated in accordance with the policy in force as of the date of ratification of the Agreement for Sale.
- 5) The purchaser acknowledges responsibility for any construction of water and sewer service lines on the private property extending from the curbstop (property line) to any building placed on the property.
- 6) Lands shall be assessed as taxable January 1 of the year following purchase and responsibility for taxation shall pass to the purchaser on such date.
- 7) The purchaser is solely responsible for any provincial or federal taxes levied on the purchase.
- 8) The purchaser is solely responsible for establishment of power, natural gas, telephone, cable or other utility service.

With this Offer to Purchase it is acknowledged that, I/WE are aware that Council will consider status of tax and utility accounts held with the Town in considering this Offer. Sale to persons with arrears on accounts with the Town of Rose Valley will not be considered by Council. Sale to persons residing with someone with arrears on accounts with the Town of Rose Valley will not be considered by Council.

With this Offer to Purchase, I /WE hereby indemnify and save harmless the Town of Rose Valley, it's Council and employees from and against all claims, liabilities and demands of any kind with respect to injury or death of any person, or damage to or loss or destruction of property, economic loss or infringement of rights by or arising directly or indirectly from this Offer to Purchase and if the purchase offer is approved, arising from purchase of said property.

Dated this _____ day of _____, _____.

Signature(s) of Person(s) making such offer/tender

Instructions to Person(s) making Purchase Offer

An Offer to Purchase may be delivered to the Town Office at 217 Centre Street, mailed to the Town of Rose Valley Office Box 460 Rose Valley, SK S0E 1M0, or emailed to rosevalley@sasktel.net

In the case of a voluntary offer such offer shall be opened and considered by Council at the next regular Council meeting.

In the case of a response to a Call for Tenders such tender shall be opened and considered by Council as specified in the Call For Tenders.

Highest or any offer / tender not necessarily accepted.