

# Town of Outlook

Procedures for Commercial and Industrial  
Land Sales  
March, 2023



## **STATEMENT**

The Town of Outlook, as a public land developer, hereby sets out the methods and process employed by the Town for marketing, selling and disposal of Town owned commercial and industrial lots to prospective purchasers.

## **PRINCIPLES**

Commercial and industrial lots may be marketed to potential purchasers by land sale draw, RFP, tender, or as otherwise determined by Council.

Commercial and industrial lots shall be sold to purchasers in a fair and timely and consistent manner.

The process and general terms for purchasing a commercial and industrial lot shall be set out in this procedure statement.

Except when specified otherwise a twenty five percent (25%), partially refundable deposit, shall be made on all commercial and industrial lot purchases.

## **DEFINITIONS**

Words and terms in italics in the Procedures for Resident Land Sales shall have the following meanings and shall be construed to include singular, plural, possessive or interrelated forms of the word.

Commence Construction - means that all applicable permits have been applied for and attained actual physical construction is ready to commence on the commercial and industrial lot site in accordance with the plans submitted to the Town

Complete Construction - means that construction of a commercial and industrial building on a commercial and industrial lot is complete and the building is ready for occupancy

Contractor – Any party or person providing a corporate or business name registration valid in Saskatchewan; and is licensed by the Town of Outlook as a General Contractor engaged in the construction of houses for the purpose of resale as their primary business activity

Conditions of Sale: - means the condition as noted in Schedule E of this procedure statement

Council - means the Municipal Council for the Town of Outlook

Deposit - means a monetary deposit in the amount of twenty five percent (25%) of the purchase price and GST for a commercial and industrial lot

Developer – Any party or person wishing to purchase a tract of commercial and industrial property from the Town of Outlook wishing to subdivide that tract of land into at least 4 distinct properties or purchasing at least 4 distinct and adjacent properties; and is licensed by the Town of Outlook as a Developer engaged in the development of land for the purpose of resale as their primary business activity

Development Officer - means a Development Officer of the Town or his/her designate

Encumbrance - means an encumbrance required to be registered on the land title, by the Town,

to protect utility services, restrict the development on a commercial and industrial lot or notify prospective purchasers and landowners in the vicinity regarding unique features of a commercial and industrial lot. Encumbrances include but are not limited to easements, right-of-ways and restrictive covenants

*First-Come First-Served Basis* - means prospective purchasers will be dealt with in the order they arrive at the Town office, during normal business hours, to purchase a commercial and industrial lot

*Full Payment* – means the completion of payment, including GST, of the full purchase price for a commercial and industrial lot, including any deposits plus GST, already paid on a commercial and industrial lot

*Individual* – means any party or person wishing to purchase a commercial and industrial property from the Town of Outlook that are not defined as a “Contractor” or a “Developer”; and is not licensed by the Town of Outlook as a General Contractor engaged in the construction of houses for the purpose of resale as their primary business activity

*GST* - means the Goods and Services Tax payable pursuant to the Excise Tax Act of Canada which is payable on the purchase price, or portion thereof, for a commercial and industrial lot

*Land Sales Draw* - means the advertisement, sale and process of disposing of any commercial and industrial lot by a lottery draw, prior to any remaining commercial and industrial lots of a subdivision being placed on the open market

*Lot Returns* - means a purchaser fails to pay the balance of the purchase price of a commercial and industrial lot or fails to meet conditions of the option to purchase agreement, resulting in the termination of the option to purchase agreement, forfeiture of the commercial and industrial lot and the return of applicable payments made to the Town, less any applicable fees

*Option To Purchase Agreement* - means the agreement in Schedule D, entered into by a purchaser and the Town, to purchase a commercial and industrial lot from the Town in accordance with the conditions listed in the option to purchase agreement

*Purchase Price* – means the full purchase price that has been approved by Council, for a commercial and industrial lot

*Purchaser* - means a developer, contractor or individual who participates in a land sales draw, purchases, makes a deposit or executes an option to purchase agreement for a commercial and industrial lot

*RFP (Request for Proposal)* – means an advertised request for prospective purchasers to submit written proposals for the purchase and development of a commercial and industrial lot

*Commercial and industrial Lot* - means any or all commercial and industrial lots developed or sold by the Town

*Statutory Declaration* – means the document specified in Schedule C

*Tender* – means the process as defined in the Town’s Tendering Policy

*Third Party Transfer* - means the transfer of a land title to a person other than identified by the option to purchase agreement or transfer of title information sheet

*Transfer of Title* - means the process of transferring title for and ownership of a commercial and industrial lot from the Town to the purchaser

## **COUNCIL'S RESPONSIBILITIES**

- To approve and amend the policies as deemed necessary;
- To approve and amend these procedures as deemed necessary; and
- To approve the purchase prices for commercial and industrial lots.

## **DEVELOPMENT OFFICER'S RESPONSIBILITIES**

- To conduct commercial and industrial lot sales in accordance with policy;
- To recommend changes in policy or procedures that will assist staff to conduct commercial and industrial lot sales in an efficient and timely manner;
- To determine the method a returned commercial and industrial lot should be sold;
- To grant, if deemed necessary, extensions to the deadline to commence construction for a commercial and industrial lot subject to the payment of any extension fees by the purchaser; and
- To process the sale of commercial and industrial lots in accordance with the terms and conditions of any option to purchase agreement.

## **PURCHASER'S RESPONSIBILITIES**

- To review and investigate all encumbrances, engineering elevation designs, utility line locations, zoning regulations, easements, existing or proposed vicinity or adjacent developments, and be familiar with the conditions and regulations regarding the purchase of a commercial and industrial lot;
- To grant any necessary encumbrances required by the Town or Utility Companies;
- To consult with appropriate Town, government departments or agencies in order to determine the feasibility of the purchaser's proposed development;
- To complete the purchase and development of a commercial and industrial lot in accordance with the option to purchase agreement; and
- To comply with all conditions or requirements, and their duties under these procedures.

## **PROCEDURES**

### **Procedures for Offering Commercial and Industrial Lots for Sale**

When a subdivision or commercial and industrial lot is ready to be registered and utility services or improvements have been made or are in place to allow development or future development, or are otherwise ready to be sold, and Council has approved, commercial and industrial lots will be advertised and sold by one of the following procedures:

- Land Sales Draw, in accordance with regulations noted in Schedule B
- RFP,
- Tender, or
- As otherwise determined by Council (Council, at its discretion, may identify procedures other than those outlined above for sales of commercial and industrial lots and for unsolicited specific development proposals received by the Town).

### **Execution of an Option to Purchase Agreement and Payment of a Deposit - Individual**

- An eligible individual purchaser wishing to purchase a commercial and industrial lot shall execute an option to purchase agreement and pay the required deposit of 25% of the total purchase price unless otherwise stated.
- An individual purchaser of a commercial and industrial lot must make full payment within four (4) months of the date of the deposit without being charged interest on the outstanding balance.
- During that four (4) months from the date of the deposit, should the individual purchaser wish to cancel the agreement, a \$250 cancellation fee will be withheld and the remainder of the deposit will be returned to the individual purchaser forthwith
- An individual purchaser of a commercial and industrial lot must make full payment within six (6) months of the date of the deposit
- The option to purchase agreement shall be terminated, at the discretion of the Development Officer and the deposit or any payments, less all applicable fees, shall be retained by the Town if the individual purchaser fails to pay the balance of the purchase price within six (6) months of the date of the deposit OR the individual purchaser terminates the purchase after the expiration of the four (4) month period from the date of the deposit.

### **Execution of an Option to Purchase Agreement and Payment of a Deposit – Contractor**

- An eligible contractor purchaser wishing to purchase commercial and industrial lots shall execute an option to purchase agreement and pay the required deposit of \$10,000 or 25% of the total purchase price whichever is less unless otherwise stated.
- During four (4) month period from the date of the deposit, should the contractor purchaser wish to cancel the agreement, a \$1,000 per lot cancellation fee will be withheld and the remainder of the deposit will be returned to the contractor purchaser forthwith
- A contractor purchaser of a commercial and industrial lot must make full payment when the principal building is at substantial completion stage recognized by the Town's duly appointed building official
- The option to purchase agreement shall be terminated, at the discretion of the Development Officer and the deposit or any payments and improvements, less all applicable fees, shall be retained by the Town if the contractor purchaser fails to pay the balance of the purchase price prior to the substantial completion stage OR the contractor purchaser terminates the purchase after the expiration of the four (4) month period from the date of the deposit.

### **Execution of an Option to Purchase Agreement and Payment of a Deposit – Developer**

- An eligible developer purchaser wishing to purchase commercial and industrial lots shall execute an option to purchase agreement and pay the required deposit of \$150,000 or 25% of the total purchase price whichever is less unless otherwise stated.
- During four (4) month period from the date of the deposit, should the developer purchaser wish to cancel the agreement, a \$5,000 per lot cancellation fee will be withheld and the remainder of the deposit will be returned to the developer purchaser forthwith
- A developer purchaser of commercial and industrial lots must make full payment within thirty six months from the date of deposit
- The option to purchase agreement shall be terminated, at the discretion of the Development Officer and the deposit or any payments and improvements, less all applicable fees, shall be retained by the Town if the purchaser fails to pay the balance of the purchase price prior to the expiration of thirty six months from the date of deposit OR the developer purchaser terminates the purchase after the expiration of the four (4) month period from the date of the deposit.

## **GST**

- The purchaser is responsible for paying any GST in relation to the commercial and industrial purchases.
- Purchasers must pay applicable GST at the time of making a deposit or full payment for commercial and industrial acquisitions.

## **Commence Construction - Individual**

Individual purchaser must be at the commence construction stage, on a commercial and industrial lot not later than eighteen months from the date of acceptance of the offer. Failing this, the option to purchase agreement shall become terminated, at the discretion of the Development Officer, and the individual purchaser will be fined by the Town five hundred dollars (\$500) for the first extra month required, one thousand dollars (\$1,000) for the second extra month required, and two thousand five hundred dollars (\$2,500) for the third and every subsequent month until commencement of the principal building within reason has occurred.

## **Commence Construction - Contractor**

Contractor purchaser must be at the commence construction stage, on a commercial and industrial lot not later than twenty four months from the date of acceptance of the offer. Failing this, the option to purchase agreement shall become terminated, at the discretion of the Development Officer, and the contractor purchaser will be fined by the Town five hundred dollars (\$500) for the first extra month required, one thousand dollars (\$1,000) for the second extra month required, and two thousand five hundred dollars (\$2,500) for the third and every subsequent month until commencement of the principal building within reason has occurred.

## **Commence Development - Developer**

While there are no requirements to commence construction by the developer purchaser of commercial and industrial property, they must commence a development that conforms to all zoning regulations and bylaws/policies of the Town within thirty six months from the date of acceptance of the offer to purchase. Failing this, should title not have been transferred at the expiration of the thirty six months, the option to purchase agreement shall become terminated, at the discretion of the Development Officer, and the developer purchaser shall forfeit all rights to the property and the deposit or any payments plus GST paid, less all applicable fees, shall be withheld by the Town OR should title already have been transferred at the expiration of the thirty six months, the Town shall fine the developer purchaser \$2,000 for the first extra month required, \$5,000 for the second extra month required and \$10,000 for each and every subsequent month until the commencement of development

## **Extensions to Commence Construction**

Town Council, at their discretion, may grant additional extensions on a month-to-month basis.

## **Transfer of Title**

The Town shall not be required to transfer title of a commercial and industrial parcel to a purchaser unless and until the full payment has been made (in cases where title is required for loan purposes Schedule F - Escrow Agreement must be submitted)

Title to all commercial and industrial lots sold by the Town shall be subject to all encumbrances registered against the certificate of title. It is the purchaser's responsibility to investigate the certificate of title.

## Schedule B

### **Land Sale Draw Regulations**

1. Any individual or contractor entering a land sales draw shall complete a statutory declaration form of Schedule C.
2. Private individuals and contractors will enter their name only once and at the same time for the primary draw.
3. Contractors selecting their first commercial and industrial lot will have to wait until the primary draw is completed before they can re-enter their names for the secondary draw.
4. Any individual or contractor who does not adhere fully to the rules of the land sales draw regulations will not be permitted to enter or remain in the draw, and any commercial and industrial lot they have selected or placed a deposit on will be returned to the land sales draw or open market.
5. The second draw will begin only after all individuals and contractors have selected one commercial and industrial lot and no more names remain to be drawn in the primary lot draw.
6. Contractors will re-enter their names for the second draw.
7. Individuals or contractors selecting a commercial and industrial lot must make the deposit at the time of selecting the commercial and industrial lot. Failure to make the deposit forthwith will result in the lot being returned to the market.

# Schedule C

## STATUTORY DECLARATION FORM

### STATUTORY DECLARATION

CANADA ) IN THE MATTER OF DECLARATIONS AND RULES  
PROVINCE OF SASKATCHEWAN) FOR PARTICIPATION IN A LAND SALES DRAW  
TO WIT: ) CONDUCTED BY THE TOWN OF OUTLOOK

I, \_\_\_\_\_, OF \_\_\_\_\_,  
IN THE TOWN OF OUTLOOK IN THE PROVINCE OF SASKATCHEWAN DO SOLEMNLY  
DECLARE AS FOLLOWS:

1. I am participating in the Town of Outlook land sale draw on \_\_\_\_\_  
as a(n) (check one only):
  - \_\_\_\_\_ Individual (means any party or person wishing to purchase a commercial and industrial property from the Town of Outlook that are not defined as a "Contractor" or a "Developer"; and is not licensed by the Town of Outlook as a General Contractor engaged in the construction of houses for the purpose of resale as their primary business activity); or
  - \_\_\_\_\_ Contractor (Any party or person providing a corporate or business name registration valid in Saskatchewan; and is licensed by the Town of Outlook as a General Contractor engaged in the construction of houses for the purpose of resale as their primary business activity); or
  - \_\_\_\_\_ Developer (Any party or person wishing to purchase a tract of commercial and industrial property from the Town of Outlook wishing to subdivide that tract of land into at least 4 distinct properties or purchasing at least 4 distinct and adjacent properties; and is licensed by the Town of Outlook as a Developer engaged in the development of land for the purpose of resale as their primary business activity)
2. In order to ensure that the land sales draw is conducted in a manner, which is fair to all participants, I make the following declarations and agree to follow and be governed by the rules set out in this statutory declaration.
3. If participating as an individual, I declare that:
  - a. I am not acting on behalf of or as agent for any individual or contractor present or not present at this land sales draw, unless I have been provided with an executed Power of Attorney authorizing me to act in that capacity.
  - b. It is my intention to construct a commercial or industrial building, for my own business use, on a commercial and industrial lot purchased at this land sales draw.
  - c. In the event that I purchase a commercial and industrial lot at this land sales draw, I understand that I will not receive title to the land until payment of full purchase price has been made.



4. If participating as a contractor, I declare that:
  - a. I am participating in this land sales draw on behalf of the following contractor:  
\_\_\_\_\_ (insert name of contractor).
  - b. I am the only person participating at this land sales draw acting on behalf of the above contractor, and neither the above contractor nor I have employed or authorized any other individual or contractor present at this land sales draw to participate in the land sales draw for the purpose of acquiring a commercial and industrial lot at this land sales draw for the benefit of this contractor.
  - c. I understand that I will not attempt to purchase any commercial and industrial lot sold at this land sales draw from any other individual or contractor.
  
5. If participating as a developer, I declare that:
  - a. I am participating in this land sales draw on behalf of the following developer:  
\_\_\_\_\_ (insert name of developer).
  - b. I am the only person participating at this land sales draw acting on behalf of the above developer, and neither the above developer nor I have employed or authorized any other individual, contractor or developer present at this land sales draw to participate in the land sales draw for the purpose of acquiring a commercial and industrial lot at this land sales draw for the benefit of this developer.
  - c. I understand that I will not attempt to purchase any commercial and industrial lot sold at this land sales draw from any other individual, contractor or developer.
  
6. As an individual, contractor or developer in the land sales draw, I understand the following:
  - a. If, in the opinion and at the sole discretion of the Development Officer, I fail to comply with the declarations and rules set out in this Statutory Declaration, I or any other party I am acting on behalf of, or with, I/we shall be suspended from participating the present or any future land sales draws for a period of one year from this date.
  - b. In the event that I do not agree with the Development Officer's decision referred to in 6(a), I may request the Development Officer's decision be reviewed by Council by delivering a written request for a review to the Development Officer within seven (7) days of being advised of the Development Officer's decision.
  - c. That I will follow and be governed by any other rules for the conduct for the land sales draw, the terms and conditions for the sale of commercial and industrial lots and the Town's Procedures as determined by Council.

7. I acknowledge that it is a criminal offence under the Criminal Code of Canada to make a statement under oath or solemn affirmation knowing that the statement is false.
8. I acknowledge that I have fully read and understand this Statutory Declaration.

AND I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING IT TO BE TRUE AND KNOWING IT IS OF THE SAME FORCE AND EFFECT AS IF MADE UNDER OATH, AND I AGREE TO FOLLOW AND BE GOVERNED BY THE RULES SET OUT HEREIN.

(Declared before me at the Town of Outlook,  
in the Province of Saskatchewan, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 )

\_\_\_\_\_  
A Commissioner for Oaths in and  
for the Province of Saskatchewan.

# Schedule D

## OPTION TO PURCHASE AGREEMENT

### OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT is being made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

BETWEEN: THE TOWN OF OUTLOOK, BOX 518 , Outlook, Saskatchewan, S0L 2N0 (hereinafter called the "TOWN") OF THE FIRST PART

AND: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(hereinafter called the "PURCHASER") OF THE SECOND PART

LAND DESCRIPTION: LOT \_\_\_\_\_, BLOCK \_\_\_\_\_, PLAN: \_\_\_\_\_

CIVIC ADDRESS: \_\_\_\_\_  
RESERVING THEREOUT ALL MINES AND MINERALS UNTO HER MAJESTY.

WHEREAS the TOWN has agreed to grant the PURCHASER an Option to Purchase for the above described commercial and industrial parcel (hereinafter called the "LAND") subject to the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of \$ \_\_\_\_\_ now paid by the PURCHASER to the TOWN (the receipt of which is hereby acknowledged):

The TOWN hereby grants to the PURCHASER the sole and exclusive option to the purchase of the LAND free and clear of any and all liens, charges and encumbrances save and except those shown on the existing Certificate of Title for the LAND or created or permitted by the PURCHASER or implied pursuant to the Land Titles Act for the Province or Utility Easements, for the sum of \$ \_\_\_\_\_ in lawful money of Canada (hereinafter called the "PURCHASE PRICE"), plus any applicable taxes payable as hereinafter provided.

The Option hereby granted shall be exercised by the PURCHASER at any time up to but not after 12:00 o'clock noon, Outlook time, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall be deemed to have been accepted by the PURCHASER if the PURCHASER has delivered to the Town full payment for the balance of the PURCHASE PRICE. In the event the PURCHASER accepts the Option in the manner specified and within the time herein limited, then:

The Town shall, upon the PURCHASER making full payment and meeting Transfer of Title requirements, execute and deliver to the order of the Purchaser documentation in preparation for a transfer of the LAND.

The PURCHASE PRICE shall include and the Town shall arrange, provide and pay for the cost of services of the LAND comprised in the subdivision as soon as reasonably possible, and access to utility mains adjacent to the LAND in conformity with the usual practice for the Town; and the Town shall not be liable or responsible in damages or otherwise for delay in completion of the said services. It is also understood and agreed that the Purchaser shall not in any way hinder or interfere with the activity of the Town, or authorized personnel in respect of the construction and installation of the said services.

All outgoings, including taxes, rates, levies, charges, assessments, utility charges and other impositions charged, assessed or payable with respect to the LAND only (excluding those with respect to the improvements to the LAND) shall be adjusted between the parties hereto as of the date of this agreement.

Schedule "E" is incorporated into and forms part of this Option to Purchase Agreement.

The sum(s) paid to the Town in consideration for the granting of its Option shall, in its acceptance as herein defined be applied to the PURCHASE PRICE payable by the Purchaser to the Town for the LAND.

In the event the Option hereby granted is not accepted by the PURCHASER in the manner AND WITHIN THE TIME HEREINBEFORE specified, then this Agreement and everything herein contained shall be null and void for all purposes and the Town shall be entitled to retain the sum(s) paid as consideration for the granting of this Option.

Time shall be of the essence of this Agreement.

No assignments of the Agreement, or any rights hereunder, by the PURCHASER shall be valid.

This Agreement shall endure to the benefit of and be binding upon the parties hereto together with their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have executed these presents the day and year above written

**\*\* TOWN OF OUTLOOK\*\***

SEAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Development Officer

**\*\*PURCHASER(S)\*\***

\_\_\_\_\_  
WITNESS AS TO THE SIGNATURE of PURCHASER

\_\_\_\_\_  
PURCHASER 1

\_\_\_\_\_  
PURCHASER 2 (If Applicable)

# **\*\*AFFIDAVIT OF EXECUTION\*\***

I, \_\_\_\_\_, \_\_\_\_\_ of the Town of Outlook in the  
WITNESS OCCUPATION

Province of Saskatchewan make an oath and say that:

I was personally present and did see the PURCHASER(s) named above who is/are personally known to me to be the person(s) or company named therein, duly sign and execute the same for the purpose named therein.

The same was executed at Town of Outlook in the Province of Saskatchewan that I am the subscribing witness thereto.

THAT I know the said Party(ies) and each is in my belief of the full age of eighteen years.

(SWORN before me at the  
in the Province of Saskatchewan )  
this \_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_.)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
A COMMISSIONER OF OATHS IN AND FOR THE PROVINCE OF SASKATCHEWAN

# Schedule E

## GENERAL CONDITIONS OF SALE:

1. Purchasers intending to qualify for land sale draw shall complete a statutory declaration form specified in Schedule C.
2. The Town reserves the sole and absolute right to make final and binding determination as to whether the prospective purchaser is qualified for the purchase of the parcel as an individual, contractor or developer.

## TERMS OF SALE INCLUDING DEFAULT:

1. An eligible individual purchaser wishing to purchase a commercial and industrial lot shall execute an option to purchase agreement and pay the required deposit of 25% of the total purchase price unless otherwise stated; an individual purchaser of a commercial and industrial lot must make full payment within four (4) months of the date of the deposit without being charged interest on the outstanding balance; during that four (4) months from the date of the deposit, should the individual purchaser wish to cancel the agreement, a \$250 cancellation fee will be withheld and the remainder of the deposit will be returned to the individual purchaser forthwith; an individual purchaser of a commercial and industrial lot must make full payment within six (6) months of the date of the deposit; the option to purchase agreement shall be terminated, at the discretion of the Development Officer and the deposit or any payments, less all applicable fees, shall be retained by the Town if the individual purchaser fails to pay the balance of the purchase price within six (6) months of the date of the deposit OR the individual purchaser terminates the purchase after the expiration of the four (4) month period from the date of the deposit.
2. An eligible contractor purchaser wishing to purchase commercial and industrial lots shall execute an option to purchase agreement and pay the required deposit of \$10,000 or 25% of the total purchase price whichever is less unless otherwise stated; during four (4) month period from the date of the deposit, should the contractor purchaser wish to cancel the agreement, a \$1,000 per lot cancellation fee will be withheld and the remainder of the deposit will be returned to the contractor purchaser forthwith; a contractor purchaser of a commercial and industrial lot must make full payment when the principal building is at substantial completion stage recognized by the Town's duly appointed building official; the option to purchase agreement shall be terminated, at the discretion of the Development Officer and the deposit or any payments and improvements, less all applicable fees, shall be retained by the Town if the contractor purchaser fails to pay the balance of the purchase price prior to the substantial completion stage OR the contractor purchaser terminates the purchase after the expiration of the four (4) month period from the date of the deposit.
3. An eligible developer purchaser wishing to purchase commercial and industrial lots shall execute an option to purchase agreement and pay the required deposit of \$150,000 or 25% of the total purchase price whichever is less unless otherwise stated; during four (4) month period from the date of the deposit, should the developer purchaser wish to cancel the agreement, a \$5,000 per lot cancellation fee will be withheld and the remainder of the deposit will be returned to the developer purchaser forthwith; a developer purchaser of commercial and industrial lots must make full payment within thirty six months from the date of deposit; the option to purchase agreement shall be terminated, at the discretion of the Development Officer and the deposit or any payments and improvements, less all applicable fees, shall be retained by the Town if the purchaser fails to pay the balance of the purchase price prior to the expiration of thirty six months from the date of deposit OR the developer purchaser terminates the purchase after the expiration of the four (4) month period from the date of the deposit
4. Notwithstanding the above, the full purchase price must be paid prior to transfer of title
5. The Chief Administrative Officer will transfer title when the purchaser has met transfer of title requirements to the satisfaction of the Chief Administrative Officer.
6. It is the purchasers right and responsibility to perform a site review prior to purchasing any commercial and industrial lot.
7. Commercial and industrial lots are sold and purchased on a where is, as is basis.

## FINES FOR LACK OF COMMENCING BUILD OR DEVELOPMENT ON TIME:

1. Individual purchaser must commence build of the principal building within reason within eighteen (18) months of the purchase. Failing this, the individual will be fined by the Town five hundred dollars (\$500) for the first extra month required, one thousand dollars (\$1,000) for the second extra month required, and two thousand five hundred dollars (\$2,500) for the third and every subsequent month until commencement of the principal building within reason has occurred
2. Contractor purchaser must commence the principal building within reason within twenty four (24) months of the offer to purchase. Failing this, the contractor will be fined by the Town five hundred dollars (\$500) for the first extra month required, one thousand dollars (\$1,000) for the second extra month required, and two thousand five hundred dollars (\$2,500) for the third and every subsequent month until commencement of the principal building within reason has occurred.
3. While there are no requirements to commence construction by the developer purchaser of commercial and industrial property, they must commence a development that conforms to all zoning regulations and bylaws/policies of the Town within thirty six months from the date of acceptance of the offer to purchase. Failing this, should title not have been transferred at the expiration of the thirty six months, the option to purchase agreement shall become terminated, at the discretion of the Development Officer, and the developer purchaser

shall forfeit all rights to the property and the deposit or any payments plus GST paid, less all applicable fees, shall be withheld by the Town OR should title already have been transferred at the expiration of the thirty six months, the Town shall fine the developer purchaser \$2,000 for the first extra month required, \$5,000 for the second extra month required and \$10,000 for each and every subsequent month until the commencement of development

4. If circumstances warrant, extensions for commence build or development may be granted in accordance with the Town's Procedures for Commercial and industrial Land Sales.

#### **NO ENVIRONMENTAL REPRESENTATIONS:**

1. The Purchaser acknowledges that the Town makes no representations or warranties whatsoever as to the environmental condition or the existence or non-existence of hazardous or toxic within the meaning of the *Environmental Management and Protection Act*, 2010, E-10.22

#### **ENVIRONMENTAL INDEMNIFICATION:**

1. The purchaser shall indemnify and save harmless the Town and its directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, action, judgements, suits, claims, demands, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Indemnitees or any of them arising out of or in connection with any order, notices, directives or requirements under or breaches, violations or non-compliance with any Environmental Laws (as defined below) after the date of completion of the purchase and sale of the Property or as a result of any discharge, emission, spill or disposal of any hazardous substance regulated under Environmental Laws from the Property into or upon any land, the atmosphere, any watercourse body of water or wetland both before and after the date of completion of the purchase and sale of the Property.
2. For the purposes of the foregoing, "Environmental Laws" shall mean any and all applicable federal, provincial or municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorizations, approvals and all applicable common law or equitable principles whether now or hereafter in force and effect, including any binding judicial or administrative order, consent decree or judgement, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or, to the extent relating to exposure to substances that are harmful or detrimental to the environment, or human health or safety. The obligation of the Purchaser hereunder shall survive the completion of the purchase and sale of the Property.

# Schedule F

## **ESCROW AGREEMENT**

**BETWEEN:**

\_\_\_\_\_ /  
(the "Purchaser")

- and -

### **TOWN OF OUTLOOK**

(the "Vendor")

**WHEREAS** the Vendor and the Purchaser have entered into an Agreement for Sale of certain lands (the "Lands") as set out in the attached Schedules "D" (the "Agreement").

**AND WHEREAS** the Vendor and the Purchaser wish to enter into this agreement to provide for certain documents to be held in escrow until the **Terms of Sale** provided for in Schedule E of the Commercial and Industrial Land Sales Procedure Statement have been fulfilled.

**NOW, THEREFORE, THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants hereto, the parties agree as follows:

1. The Purchaser will execute a Transfer Authorization and Homesteads Affidavit (all documents collectively referred to as the "Documents") in order to transfer the Lands to the Vendor and will deliver the Documents to \_\_\_\_\_, Barrister & Solicitor (the "Escrow Agent"), to be held in escrow until the Vendor, subject to the terms of this agreement, advises the Escrow Agent that the **Terms of Sale** provided for in Schedule E of the Commercial and Industrial Land Sales Procedure Statement has been completed by the Purchaser.
2. The Documents are to be released from escrow and delivered to the Vendor for registration in the Saskatchewan Land Registry if the Purchaser fails to comply with the **Terms of Sale** provided for in Schedule E of the Commercial and Industrial Land Sales Procedure Statement.
3. If the Purchaser fails to comply with the **Terms of Sale** provided for in Schedule E of the Commercial and Industrial Land Sales Procedure Statement, the Vendor may advise the Escrow Agent accordingly and the Escrow Agent will release the Documents from escrow and deliver them to the Vendor.

**IN WITNESS WHEREOF** the parties have executed this agreement on the respective dates indicated below.

Signed, sealed & delivered )  
this \_\_\_\_ day of \_\_\_\_\_, )  
20\_\_\_\_, in the presence of: ) \_\_\_\_\_  
)  
)  
\_\_\_\_\_ )

DATED at Outlook, Saskatchewan, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### **TOWN OF OUTLOOK**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

\_\_\_\_\_ hereby undertakes to act as Escrow Agent in accordance with  
the above agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_