

AGREEMENT OF PURCHASE AND SALE

This **Agreement of Purchase and Sale** dated this ____ day of _____, 20__.

BETWEEN:

Town of Watson
Box 276, Watson, Saskatchewan, S0K 4V0
(the "Vendor")

- and -

[Name]

[Address for Service]
(the "Purchaser")

Whereas the Purchaser wishes to purchase from the Vendor the real property described as follows:
Lot ____; Block ____; Plan No. ____ Surface Parcel # ____ (the "Property").

AND Whereas the Vendor and the Purchaser are desirous of recording the terms and conditions of their agreement for the sale of the Property from the Vendor to the Purchaser and for the development of the Property by the Purchaser;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants contained herein and in consideration of the sum of Ten (\$10.00) Dollars paid by each the Vendor and the Purchaser to the other respective party, the receipt and adequacy of which is hereby acknowledged, the Vendor and the Purchaser hereby agree as follows:

A. Purchase Price

1. The Vendor agrees to sell the Property to the Purchaser, and the Purchaser agrees to purchase the Property from the Vendor, on the terms and conditions contained in this **Agreement of Purchase and Sale**.
2. The Purchase Price for the Property shall be: _____ (\$_.00) Dollars (the "Purchase Price").
3. The Purchaser hereby agrees to submit a deposit of _____ Percent (___%) of the Purchase Price in the amount of _____ Dollars (the "Deposit") upon full execution of this Agreement, failing which this Agreement shall be rendered null and void. The Deposit shall be submitted by way of certified cheque or solicitor's trust cheque

made payable to the Vendor, which will be held by the Vendor without interest in accordance with this Agreement. The Deposit is to be credited against the Purchase Price, or to be forfeited upon the failure of the Purchaser to fulfill the terms of this Agreement. The Deposit shall be returned to the Purchaser, without interest, in the event the Vendor fails to fulfill the terms of this Agreement or in the event the Purchaser's conditions precedent, if any, are not satisfied or waived within the appropriate time periods.

4. On the Closing Date (hereinafter defined), the Purchaser shall pay the balance of the Purchase Price to the Vendor by certified cheque or solicitor's trust cheque. Municipal taxes, utilities, and other matters normally adjusted for properties of this nature shall be adjusted between the Vendor and the Purchaser as of the Closing Date.

B. Closing

5. The Closing Date for the sale of the Property by the Vendor to the Purchaser and for the payment of the balance of the Purchase Price by the Purchaser to the Vendor shall take place on the ____ day of _____, 20__ (the "Closing Date"). Nothing in this Agreement precludes the Vendor and the Purchaser from mutually agreeing to a Closing Date earlier or later than the date set out in this Paragraph.
6. If, through no fault of the Vendor, the Purchaser is not in a position to close the transaction on the Closing Date established in Paragraph 5 of this Agreement, and in the event another date cannot be mutually agreed upon, the Vendor, at its sole discretion, may terminate the transaction and retain the Deposit as liquidated damages and not as penalty, without prejudice to any other remedies the Vendor may have at law or in equity.
7. The Purchaser acknowledges that GST is not included in the Purchase Price, and is to be paid separately by the Purchaser at Closing. If the Purchaser is a GST registrant, the Purchaser will self-assess the GST and remit directly to Canada Revenue Agency for payment of the GST related to this transaction. At Closing, the Purchaser will deliver to the Vendor statutory declaration, covenant, and indemnity with respect to GST.
8. The Purchaser agrees to pay to the Vendor interest at a rate equal to the Bank of Canada Overnight Target rate plus four percent (4%) per year at the time of the Closing Date on any portion of the Purchase Price not received by the Vendor or their solicitors at the Closing Date, to be calculated from the Closing Date until the monies are paid to the Vendor.

C. Condition of Property

9. Unless otherwise specifically agreed upon in writing by the Purchaser and the Vendor, the Property is conveyed on an "as is" basis. The Vendor makes no

warranties or representation, either express or implied, regarding the environmental condition, existence of latent defects, quality, title of the Property, or any other aspect or characteristic thereof.

10. The Vendor and the Purchaser acknowledge and agree that the Vendor shall not be deemed as making representations or warranties to the Purchaser with respect to site conditions of the Property. The Purchaser shall be responsible for carrying out all appropriate site investigations ensuring the Property and any planned development on the Property are in compliance with all applicable building and environmental regulations.
11. The provisions of Paragraphs 9 and 10 shall survive the Closing of this Agreement and shall continue in full force and effect with respect to the Property.

D. Site Development

12. The Purchaser agrees to obtain a building permit and submit the necessary plan(s) to place or erect a building on the Property in accordance with Bylaw No. 2022 - 05 of the Town of Watson and its corresponding Regulations (the “Bylaw”).
13. The Purchaser agrees to commence development of the Property provided within Six (6) months following the Closing Date (the “Commencement Date”) and have substantially completed Development (hereinafter defined), within Six (6) months following the Commencement Date. For greater certainty, Development shall be completed within twelve (12) months of the Closing Date. Development must include the construction of a permanent building, landscaping and lot development in accordance with the Bylaw (collectively hereinafter referred to as “Development”).
14. The Purchaser agrees that in the event that it has not commenced Development within the period hereinbefore set out or substantially completed Development within the period hereinbefore set out in the preceding Paragraph 12, the Vendor shall have the right to buy back the Property in accordance with the provisions of the Buy Back Agreement contained hereto and marked as **Schedule “A”**.

E. Schedules to the Agreement

15. It is agreed between the Vendor and the Purchaser that by executing this Agreement, Schedules “A” and “B” and the terms, conditions and covenants therein shall survive the closing of this transaction and shall, where applicable, run with the Property:
 - a) Buy Back Agreement in **Schedule “A”**; and

F. Buy Back Agreement

16. As a condition of the Vendor executing this Agreement, the Purchaser agrees to execute a **Buy Back Agreement** (Schedule “A”) in favour of the Vendor that will be registered in the Land Titles Registry against the title to the Property. The Buy Back Agreement will give an unrestricted right, but not the obligation, to the Vendor, at its sole discretion, to repurchase the Property in the event the Purchaser does not commence and complete Development of the Property as hereinbefore described in Paragraph 12, or does not comply with other terms and conditions of the Buy Back Agreement.
17. The repurchase price to be paid by the Vendor in the event the Vendor exercises its right under the Buy Back Agreement shall be Ninety (90%) Percent of the Purchase Price less associated legal fees, all expenses and costs incurred by the Vendor in connection with regaining vacant possession of the Property and the enforcement of this paragraph. The Purchaser shall be responsible for paying all costs of discharging any encumbrance or other interests of any nature against the Property and the cost of reinstating the Property to its condition at the Closing Date, if the Vendor, acting reasonably, decides not to accept the Property in its condition on the date that the Vendor decides to exercise its rights to repurchase the Property pursuant to the Buy Back Agreement. The cost of reinstatement as referred to above shall be determined by the Vendor.

G. General Conditions

19. Any tender of documents to be delivered, or money payable, or any notices required hereunder, shall be made upon the Vendor or any party acting for the Vendor, with all written notices to be sent by mail at the address of the Vendor as hereinbefore defined.
20. Any tender of documents to be delivered, or money payable, or any notices required hereunder, shall be made upon the Purchaser or any party acting for the Purchaser with all written notices to be sent by mail at the address of the Purchaser as hereinbefore defined.
21. Time shall be, in all respects, of the essence of this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.
22. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
23. This Agreement shall be to the benefit of and be binding upon the Vendor and the Purchaser, their executors, respective heirs, administrators and approved successors and assigns, provided however, the Purchaser shall have no right to assign or transfer

any of its rights and interests in this Agreement, without the prior written consent of the Vendor, which the Vendor in its absolute discretion, may withhold.

H. Conditions Precedent

24. This Purchase and Sale Agreement is subject only to the Purchaser satisfying itself as to the following Conditions Precedent on or before 4:00 p.m. on _____, 20__ :

- a)
- b)
- c)

These conditions are inserted for the sole benefit of the Purchaser and may be waived or removed at any time up to the dates specified above. These conditions will be deemed to have been met only when the Purchaser delivers to the Vendor notice in writing at the address herein provided. In the event the Conditions Precedent are not removed or fulfilled, the Initial Deposit and all interest thereon shall be returned to the Purchaser.

IN WITNESS WHEREOF the Vendor and the Purchaser have executed this Agreement on the _____ day of _____, 20__.

SIGNED, SEALED and DELIVERED

)	[PURCHASER]
)	
)	
)	
_____)	_____
Witness / Seal)	
)	
)	
_____)	_____
Witness / Seal)	
)	
)	
)	The Town of Watson
)	

