TOWN OF WATSON

BYLAW NO. 2023 - 10

A BYLAW RESPECTING BUILDINGS

The Council of the Town of Watson in the Province of Saskatchewan enacts as follows:

SHORT TITLE

1 This bylaw may be cited as the Building Bylaw.

PURPOSE OF THE BUILDING BYLAW

2 The purpose of this bylaw is to provide for the administration and enforcement of the Act, the regulations, the National Building Code of Canada, the National Energy Code of Canada for Buildings, ministerial interpretations and Saskatchewan Construction Standards Appeal Board orders and building official orders within the local authority.

INTERPRETATION/LEGISLATION

3 Definitions contained in *The Construction Codes Act*, *The Building Code Regulations* and *The Energy Code Regulations* shall apply in this building bylaw.

"Act" means The Construction Codes Act.

"building official" means a person who holds a building official licence.

"competent person" means a person who is recognized by the local authority as having:

(a) a degree, certificate or professional designation; or

(b) the knowledge, experience and training necessary to design or review the design of a building.

"local authority" means the municipality to which this Building Bylaw applies.

"NBC" means the edition and provisions of the National Building Code of Canada, including revisions, errata and amendments to it, declared to be in force pursuant to the Act and the regulations.

"NECB" means the edition and provisions of the National Energy Code of Canada for Buildings, including revisions, errata and amendments to it, declared to be in force pursuant to the Act and the regulations.

"occupancy certificate" means a certificate issued with respect to the approved use or occupancy of a building.

"owner" means:

(a) any person who has any right, title, estate or interest in land, improvements or premises other than that of a mere occupant, tenant or mortgagee;

(b) any person, firm or corporation that controls the property under consideration; or

(c) if the building is owned separately from the land on which the building is located, the owner of the building.

"owner's representative" means any person, company, employee or contractor who has authority to act on behalf of an owner.

"permit" means written authorization issued by the local authority or its building official in the form of a building permit.

"plan review" means the examination of building drawings and related documents by a building official to ascertain whether those drawings and documents meet the requirements of the Act and the regulations.

"regulations" means *The Building Code Regulations* and *The Energy Code Regulations*.

"SAMA fee" means a fee charged to the local authority by the Saskatchewan Assessment Management Agency with respect to the work.

"value of construction" means the total costs to the owner for the building construction in its completed form and includes the cost of all building work, materials of construction, building systems, labour and overhead, and profit of the contractor and subcontractors.

"work" means any construction, addition, erection, placement, alteration, repair, renovation, demolition, relocation, removal, use, occupancy or change of occupancy of a building.

SCOPE OF THE BYLAW

4 This building bylaw applies to all work undertaken or to be undertaken within the geographical jurisdiction of the local authority.

GENERAL

5(1) It is the duty of every owner or the owner's representative of a building in Saskatchewan to ensure that the building and work is in accordance with the Act, the regulations, any associated codes, interpretations and orders and any bylaws adopted by the local authority with which the building is associated.

(2) It shall be the responsibility of the owner or the owner's representative to arrange for all permits, inspections and certificates required by any other applicable bylaws, Acts and regulations.

(3) A building or part of a building for which a permit has been granted shall not be occupied before the issuance of an occupancy certificate by the local authority or the building official pursuant to clause 16(11)(h) of the Act.

(4) The provisions of this building bylaw apply to buildings greater than $10m^2$ ($107.6\ ft^2$) in building area except as otherwise exempted by the Act or the regulations.

PERMIT - ISSUANCE

6(1) Every application for a permit for work shall be on the form provided by the local authority, and shall be accompanied by a minimum of two sets of plans and specifications of the proposed building and work.

(2) Every permit application shall be reviewed and approved by the building official including plan review and approval.

(3) If the work described in an application for a permit, to the best of the knowledge of the local authority or the building official, complies with the requirements of this building bylaw, the Act, or the regulations, the local authority or the building official shall, on receipt of the required fee, issue a permit on the form provided by the local authority. In addition, one set of the approved plans and specifications will be returned to the owner or the owner's representative with the permit.

(4) A permit issued pursuant to this building bylaw must include:

(a) the name of the person, or company to whom the permit is issued;

(b) the period for which the permit is valid;

(c) a statement of all fees, deposits or bonds charged for the permit;

(d) the scope of work authorized by the permit;

(e) the municipal address or legal description of the property on which the work described in the permit is located;

(f) the buildings or portion of buildings to which the permit applies;

(g) the date of completion of the stages of construction for which a permit holder must inform the local authority;

(h) any conditions that the permit holder is required to comply with; and

(i) any information required by this building bylaw.

(5) No person, or company to whom a permit is issued pursuant to the Act shall fail to comply with the terms and conditions of the permit.

(6) Work must not commence before a permit is issued.

(7) The permit fee shall be calculated according to the sum of the following:

(a) a permit administration fee listed in a fee bylaw for the processing, handling and issuance of a permit;

(b) the fees for plan review, field inspection of construction and enforcement in accordance with a fee bylaw or the agreement between the provider of building official services and the local authority;

(c) the fees charged by the Saskatchewan Assessment Management Agency; and

(d) a deposit, if required, in an amount determined by the local authority.

(8) If a deposit is collected it shall, on request by the owner or owner's representative, be refundable on satisfactory completion of the work or on approval of use or occupancy of the building by the local authority or the building official.

(9) All permit fees and deposits will be collected before the permit is issued and subject to any applicable taxes.

(10) The local authority or the building official may establish the value of construction for the work described in an application for a permit, for the purpose of calculating a permit fee, based on established current construction costs, the owner's or the owner's representative statement of costs or constructor's contract values, or similar methods selected by the local authority or the building official.

(11) It is the responsibility of the owner or the owner's representative to ensure that all notifications required by section 7 of the Act and this building bylaw are given to the local authority and that all inspections are scheduled and completed. Failure to do so may result in additional fees for follow up inspections.

(12) The owner or the owner's representative will be invoiced by the local authority for additional inspection fees and payment of the inspection fees will be due on receipt of an invoice. Unpaid inspection fees will be considered a debt due to the local authority and may be recovered from the owner of the land or premises in or on which the work was carried out as per the Act.

(13) The local authority may, at its discretion, rebate a portion of a permit fee or deposit where work is reduced in scope or discontinued, or where other exceptional circumstances occur.

PERMITS - REFUSAL TO ISSUE

7(1) The local authority may refuse to issue a permit if:

(a) the proposed work described on the permit application would contravene:

(i) the Act;

(ii) the regulations;

(iii) an order of the appeal board;

(iv) a written interpretation of the minister pursuant to section 8 of the Act; or

(v) the local authority's building bylaw;

(b) the person who designed or reviewed the design of a proposed building that is within the scope of Part 9 of the NBC is not a competent person;

(c) the person who designed or completed a design review of a proposed building that is within the scope of the NECB is not an architect or engineer;

(d) the application for a permit is incomplete;

(e) any fees, deposits or bonds required pursuant to the local authority's building bylaw for the issuance of a permit have not been paid; or

(f) the proposed work described on the permit application would contravene any other Act, regulations or bylaw that applies to the proposed work.

(2) Where the local authority refuses to issue a permit pursuant to subsection (1), the local authority shall:

(a) provide written notice to the applicant as to the reasons for the local authority's refusal to issue a permit; and

(b) refund any fee or deposit paid as part of the permit application for work pursuant to the Act, less any fees paid for:

(i) plan review; and

(ii) permit application or administration.

PERMITS - REVOCATION

8(1) The local authority may revoke a permit issued pursuant to the Act:

(a) if the holder of the permit requests in writing that it be revoked;

(b) if the permit was issued on mistaken, false or incorrect information;

(c) if the permit was issued in error;

(d) subject to subsection (2), if, after 6 months after the permit's issuance, the work for which the permit was issued has not, in the opinion of the local authority's building official, been seriously commenced and no written agreement for the delay has been given by the local authority; or

(e) subject to subjection (2), if the work for which the permit was issued is, in the opinion of the local authority's building official, substantially suspended or discontinued for a period of more than 6 months after the permit's issuance and no written agreement for the delay has been given by the local authority.

(2) If the local authority revokes a permit pursuant to subsection (1) it shall provide written notice to the permit holder as to the reasons for the revocation.

PERMITS - EXPIRY

9(1) The expiry of a permit does not relieve the owner or the owner's representative from the obligation to complete the work approved in the permit.

(2) All permits issued pursuant to this building bylaw shall expire on the date stated in the permit, or if no date is stated:

(a) twenty-four months from date of issue;

(b) six months from date of issue if work is not commenced within that period;

(c) on the date specified by the local authority if work has not seriously commenced and is suspended for a period of six months; or

(d) on the date specified by the local authority if work has been suspended with written permission by the local authority or building official and the agreed upon period has been exceeded.

(3) An owner or the owner's representative that does not complete all the work listed on a permit before the permit expires shall apply to the local authority that issued the permit to do one of the following:

(a) revoke the permit;

(b) extend the term of the permit;

(c) vary the condition of the permit.

(4) The local authority may revoke, extend or vary the conditions of a permit on written application of the permit holder and subject to any condition or fees listed in the bylaw.

ENFORCEMENT

10 The local authority or the building official may take any measures as permitted by section 24, 25 or 26 of the Act and sections 13 and 14 of *The Building Code Regulations* for the purpose of ensuring compliance with this building bylaw.

NOTIFICATION

11(1) The owner or the owner's representative of a building to be constructed shall ensure that the local authority is notified of:

(a) when excavation is to be commenced;

(b) when the foundation is to be placed;

(c) when a superstructure is to be placed on the foundation;

(d) any other event at the time required by the permit under which work has been undertaken; and

(e) any other specified event at the specified time.

(2) Before commencing work at a building site, the owner or the owner's representative shall give notice to the local authority of:

(a) the date on which the owner or the owner's representative intends to commence the work; and

(b) subject to subsection (8), the name, address and telephone number of:

(i) the constructor or other person in charge of the work;

(ii) the designer of the work;

(iii) the person or firm that is to review the work to determine whether or not the construction conforms to the design; and

(iv) any inspection or testing agency that is engaged to monitor the work.

(3) During the course of construction, the owner or the owner's representative shall give notice to the local authority of:

(a) subject to subsection (8), any change in, or termination of, the employment of a person or firm mentioned in clause (2)(b);

(b) the owner's or owner's representative intent to do any work that has been ordered by a building official or local authority to be inspected during construction;

(c) the owner's or owner's representative intent to enclose work that has been ordered by a building official or local authority to be inspected before enclosure;

(d) subject to subsection (8), any proposed deviation from the plans approved and permitted by the local authority;

(e) subject to subsection (8), any construction undertaken that deviates from the plans approved and permitted by the local authority; and

(f) the completion of work.

(4) Subject to subsection (8), the owner or the owner's representative of a building under construction shall give notice to the local authority of:

(a) any change in ownership or change in address of the owner or the owner's representative that occurs before the issuance of an occupancy certificate as soon as the change occurs; and

(b) the owner's or owner's representative intention to occupy a portion of the building if the building is to be occupied in stages.

(5) The owner of a building or the owner's agents, contractors, employees, successors or assigns or the registered owner of the land on which the building is situated shall submit a written report to the local authority of the occurrence of the following that causes or has the potential to cause serious injury or loss of life:

(a) structural failure of the building or part of the building;

(b) failure of any equipment, device or appliance that is regulated by the Act or the regulations.

(6) A report submitted pursuant to subsection (5) must:

(a) contain:

(i) the name and address of the owner;

(ii) the address or location of the building involved in the failure;

(iii) the name and address of the constructor of the building; and

(iv) the nature of the failure; and

(b) be submitted to the local authority within 15 days after the occurrence of the failure mentioned in clause (5)(a) or (b).

(7) On receipt of the report pursuant to subsection (5), the local authority may require an owner to do the following:

(a) provide any other information that the building official or local authority may consider necessary;

(b) complete any additional work that is necessary to ensure compliance.

(8) Notice given pursuant to clause (2)(b), (3)(a), (3)(d), (3)(e) or subsection (4) is to be in writing.

SPECIAL CONDITIONS

12(1) An owner or the owner's representative that undertakes to construct or have constructed a building that is within the scope of Parts 3, 5, 6 and 7 of the NBC shall have an architect or engineer complete the design or design review of:

(a) the building; and

(b) all building systems.

(2) An owner or the owner's representative that undertakes to construct or have constructed a building with a structure that is within the scope of Part 4 of the NBC shall have an architect or engineer complete:

(a) the design or design review of the structure;

(b) an inspection of construction of the structure to ensure compliance with the design; and

(c) the reviews required by the NBC.

(3) An owner or the owner's representative that undertakes to construct or have constructed a building with a structure within the scope of the NECB shall have an architect or engineer complete:

(a) the design or design review of the structure;

(b) the inspection of construction of the structure to ensure compliance with the design; and

(c) the reviews required by the NECB.

(4) In addition to the requirements of subsection (1), (2) or (3), the local authority or building official shall require that an engineer or architect provide:

(a) a Commitment for Field Review letter as part of the permit application for work; and

(b) an Assurance of Field Review and Compliance letter, on completion of the work, providing assurance that the work conforms to the engineer's or architect's design.

(5) An owner or the owner's representative that undertakes to construct or have constructed a building that is within the scope of Part 9 of the NBC shall ensure that a competent person has designed or reviewed the design of the building.

(6) An owner or the owner's representative shall ensure that copies of any inspection or review reports made pursuant to this section are made available to a building official or the local authority on the request of the building official or local authority, as the case may be.

(7) No owner of a building or an owner's representative shall cause or allow the ground elevations of a building to be changed so as to place in contravention of the NBC:

(a) the building or part of the building; or

(b) an adjacent building.

(8) If the property boundaries of a building lot are changed so as to place a building or part of a building in contravention of the NBC, the owner or the owner's representative shall immediately alter the building or part of the building to bring it into compliance with the NBC.

PENALTY

13(1) Any person who contravenes any of the provisions of this building bylaw may be subject to the penalties provided in Part 8 of the Act.

(2) Conviction of a person or corporation for breach of any provision of this building bylaw shall not relieve the person or corporation from compliance with the Act and regulations.

REPEAL OF BYLAW(S)

14 On enactment of this building bylaw, all previous building bylaws, including building bylaw amendments, are repealed.

Enactment pursuant to Section 17 of *The Construction Codes Act.*

X_____
Mayor

Certified as a true copy of bylaw no 2023-10 adopted by resolution on the 14 day of June, 2023.

X_____
Administrator

Affix certification seal below:

FORM A to Bylaw No. 2023-10

Town of Watson

Box 276 Watson, Saskatchewan, S0K 4V0 306-287-3224

Building Permit Application

Date: _____ Building Permit Number: _____

Erect ☐ Demolish ☐ Move-In ☐ Renovate ☐

Lot _____ Block _____ Plan _____

Owner: _____ Civic Address: _____

Contract With: _____ Mailing Address: _____

Phone: _____

Application for a permit to:

_____

_____

Size of Building: a) House _____x_____=_____ sq. ft.

Garage _____x_____=_____ sq. ft.

Deck _____x_____=_____ sq. ft.

Other _____x_____=_____ sq. ft.

Size of Lot (frontage) _____ Number of Stories _____

Basement _____

Estimated Cost: House $_____

Garage $_____

Deck $_____

Renovation $_____

Other $_____ **TOTAL:**

ADMIN FEE: $45.00

Regulations that must be adhered to:

a) No work is to be undertaken until application has been approved and a permit issued by the Town.
b) The undersigned agrees to comply with all Zoning, Building, Fire, Health, and any other Provincial codes and to comply with any **caveats** or **liens** registered against said lands or property.
c) No excavation may be started until location of foundation is approved by the building inspector.
d) A copy of the floor and building plans must be submitted upon request of the Town's CAO. For move in permits, at least two (2) photos of the building must be attached to the application.
e) The elevation of the residence shall be specified by the building inspector to be above the sidewalk and the builder must notify the inspector prior to pouring footings in order that the inspector may verify the elevations.
f) Sask Power and SaskTel must be notified prior to construction to locate underground services.
g) The undersigned agrees that the construction, demolition, move-in or renovation will be completed within six (6) months of the date of issue of the permit and they will clean up all debris and material resulting from the work. Failure to comply with site cleanup and/or repairs to Town property/infrastructure will result in the loss of any deposits.
h) When moving a building in or out of the Town, the route must be accompanied with the permit.
i) Construction is completed when all the painting, siding and roofing is finished. Used material may only be used with permission of the Inspector and all conditions stipulated by the Inspector are adhered to.
j) No building can be permanently occupied until a final inspection is completed by the Building Inspector and an occupancy permit is issued.

SUBCONTRACTORS AND SUPPLIERS OF MATERIALS

Excavation:_____

Cement:_____

Roofing:_____

Siding:_____

Insulators:_____

Drywall:_____

Floor Covering:_____

Masonry:_____

Eavestroughing:_____

Plumbing:_____

Electrical:_____

Painting:_____

Cabinets:_____

Fireplace:_____

Other:_____

Application Has _____Approved

Request for Building and Occupancy Permit

I hereby acknowledge that I have read this application and state that the information contained herein is correct and agree to comply with all Town Bylaws and/or Provincial laws regulating Building and Occupancy.

It is being expressly understood that the issuing of a Permit does not relieve the applicant from complying with all bylaws though not called for in the specifications or shown on plans and/or applications submitted. The Building shall not be occupied until such time as an occupancy permit is issued to the owner.

Owner or Authorized Agent

_____ _____

(Please Print) (Signature)

PROPOSED DEVELOPMENT – SITE PLAN SKETCH

Legal Description: *Lot(s)_____*Block_____*Plan_____

Roll No_____ Civic Address: _____

Please use the above square to represent the following features in your site plan:

Identify all existing and proposed features (natural and built) on lot; mark distances between existing/proposed structures and between property boundaries; indicate property dimensions and proposed setbacks; all existing and proposed landscaping and fencing; all existing and proposed access way(s); all existing and proposed surface materials.

Fields marked with an asterisk (*) must be filled

FORM B to Bylaw No. 2023-10 **Town of Watson**

Building Permit # _____

Permission is hereby granted to _____

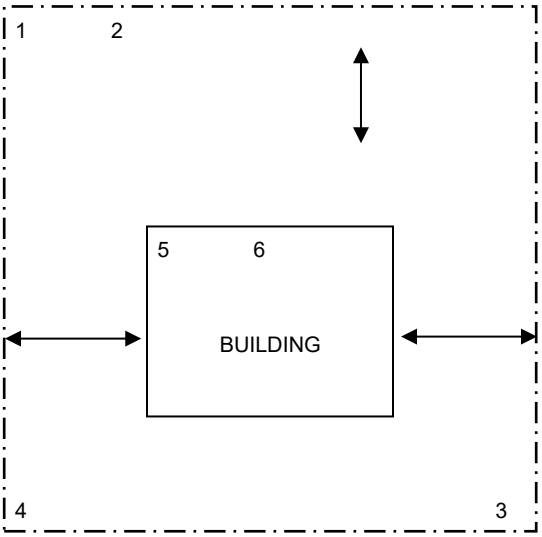
to _____ a building to be used as a _____

on civic address or location _____

Lot_____ Block _____ Plan _____ in accordance with the application dated _____. **This permit expires six months from the date of issue if work is not commenced within that period or if work is suspended for a period of six months, unless otherwise authorized by the local authority or its authorized representative.** Grade lines of the building site are to be as indicated below and as shown on the diagram.

STREET NAME: _____

Indicate Which Direction North



STREET ELEVATION

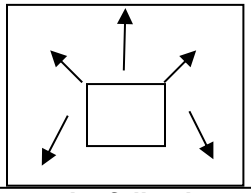
ELEVATIONS:

1.
2.
3.
4.
5.
6.
7.
8.

NOTE: If Street Elevation Unknown, use Elev. 100.0'

1. Minimum clearance (if required) from Lot Lines are as per diagram.

2. Direction of slope from building to Lot Lines are as per diagram.



This permit is issued subject to the following conditions:

_____

_____

Any deviation, omission or revision to the approved application requires approval of the local authority or its authorized representative.

Estimated value of construction $ _____Permit fee $ _____

_____ _____

Date Signature of Authorized Representative

Form C to Bylaw No. 2023-10

Town of Watson

Box 276 Watson, Sask. S0K 4V0 306.287.3224

Demolition or Moving Permit #_____

Permission is hereby granted to _____ to
_____ Demolish OR _____ Move

A building now situated on

Civic Address or location _____

Lot _____ Block _____Plan _____

To

Civic Address or location _____

Lot _____ Block _____ Plan _____

OR

Out of the municipality _____

In accordance with the application dated _____, 20____. **This permit expires six (6) months from the date of issue.**
This permit is issued subject to the following conditions:

_____
_____
_____

Any deviation, omission or revision to the approved application requires approval of the Chief Administrative Officer or Council for the Town of Watson.

Permit Fee $145.00

Deposit Fee $_____

Mobile Homes without a basement		$1000.00
Residence	0-999 sq ft	$2500.00
	1000-1499 sq ft	$3500.00
	1500-2499 sq ft	$4500.00
	2500 sq ft and up	$10,000.00

_____ _____

Date Chief Administrative Officer

FORM D TO BYLAW 2022-10

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]**

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Witness / Seal)

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Witness / Seal)

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) **The Town of Watson**

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Witness / Seal)

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Witness / Seal)

Schedule "A"

Buy Back Agreement

This **Agreement of Repurchase** 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 Vendor and the Purchaser have entered into an Agreement of Purchase and Sale for certain Property described as Lot _____; Block _____; Plan No._____ Surface Parcel # _____ in the Town of Watson.

AND Whereas the Purchaser and the Vendor have agreed that the Vendor may repurchase the Property from the Purchaser should certain conditions in the Agreement of Purchase and Sale not be met in accordance with the provisions of the said agreement.

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 of the Vendor and the Purchaser hereto to the other party, the receipt and adequacy of which is hereby acknowledged, the Vendor and the Purchaser agree as follows:

1. In the event the Purchaser has not substantially commenced development on the Property within Six (6) months of Closing as provided in Paragraph 13 of the Agreement of Purchase and Sale hereinbefore referred to, the Vendor shall have the option (but not the obligation) to repurchase the said Property at a price equal to Ninety Percent (90%) of the price paid by the Purchaser to the Vendor for the Property pursuant to the Agreement of Purchase and Sale less 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.

2. In the event that the Purchaser has not substantially completed development on the Property within Six (6) months of commencing development as provided in Paragraph 13 of the Agreement of Purchase and Sale hereinbefore referred to, the Vendor shall have the option (but not the obligation) to repurchase the said Property at a price equal to the price paid by the Purchaser to the Vendor for the Property pursuant to the Agreement of Purchase less 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. The Vendor may purchase the unfinished building for a price agreed upon with the Purchaser. In the event the parties are unable to agree upon a price for the unfinished building, the Purchaser shall move the building off the lot at the Purchaser's sole expense.

3. The right to repurchase the Property shall be exercised by written notice delivered by the Vendor to the Purchaser which said notice shall specify whether the Vendor requires additional monies in order to restore the Property as hereinbefore provided and if so the amount of monies so required.

4. At closing of the repurchase of the Property by the Vendor pursuant to this Agreement, the Purchaser agrees to convey to the Vendor title to the Property free and clear of any and all encumbrances, interests, or charges.

5. Any tender of documents to be delivered, on 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.

6. 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.

7. Time shall in all respects be of the essence of this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

9. This Agreement shall be to the benefit of and be binding upon the Vendor and the Purchaser, their executors, respective heirs, administrations and successors and assigns. The Vendor shall have the right to assign or transfer any of its rights and interests in this Agreement without prior consent of the Purchaser.

10. This Agreement along with the Agreement for Purchase and Sale of the Property shall constitute the entire Agreement between the Vendor and the Purchaser with respect to the subject matter hereof and supersedes all other agreements, contracts, or understandings, whether oral or in writing. This Agreement may be only changed by a written Agreement executed by all of the Vendor and the Purchaser hereto.

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

SIGNED, SEALED and DELIVERED

) **[PURCHASER]**

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Witness)

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Witness)

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) **The Town of Watson**

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Witness)

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Witness)

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PROVINCE OF SASKATCHEWAN)

TO WIT:)

THE HOMESTEADS ACT, 1989 - AFFIDAVIT

I, VENDOR, of the Town of Watson, in the Province of Saskatchewan, MAKE OATH AND SAY:

1. THAT I am the transferor named in the within Transfer.

2. THAT I have no spouse.

- or -

2. THAT my spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

- or -

2. THAT my spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.

SWORN before me,)

at the Town of Watson,)

in the Province of Saskatchewan,)

this ____ day of _____, 20__.)

)

_____) _____

A Commissioner for Oaths for VENDOR

Saskatchewan, Being a Solicitor.