

AGREEMENT FOR THE SALE OF LAND

(Public Auction)

To: The Province of Saskatchewan, represented by the Minister of Highways
For the purchase from the Province of the land described below, I hereby agree to pay:

Purchase price:	\$ _____
Plus GST at 5% (nil if GST registrant)	\$ _____
Total Price:	\$ _____

Enter GST number, if registered _____ . The purchaser, if a GST registrant, remits the GST payable on any land sale to Revenue Canada, and it should not be submitted with the tender amount above. (The supplier of the land is not required to collect the GST if the supply is made to a person registered for GST purposes.)

Land Description: **SE 13-34-9-W3M Ext 5 and**

SE 13-34-9-W3M Plan 66S24148 Ext 2 and

NE 13-34-9-W3M plan 66S24148 Ext 2 (see below)

Approximately 2.99 hectares (7.40 acres)

TERMS AND CONDITIONS OF SALE

1. The agreement is for the land only. The approximate location is shown on the attached sketch.
 2. Purchase price is \$ _____ CAD (plus GST).
 3. The province makes no representations or warranties of any kind other than those expressly stated in writing in these Terms and Conditions of Sale.
 4. It is the responsibility of the purchaser to conduct such inspections and inquiries as considered necessary to be satisfied with regard to the land's condition, status, restrictions and suitability for development or other intended uses and to obtain all approvals, permits or consents, including Community Planning approval, that may be required. The province will not be responsible to the purchaser for any losses or damages that result from the purchaser's failure or inability to obtain any necessary approvals, permits or consents.
 5. The purchaser accepts the land in its present condition.
 6. All costs to create title to the land and to convey and register title to the land, including legal fees, survey costs and Information Services Corporation (ISC) fees, will be at the purchaser's expense.
 7. All costs to consolidate the land with the adjacent existing title(s), which may require a legal plan of
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survey or a descriptive plan, will be at the purchaser's expense.

8. No new direct access to Highway 7 or 45 will be allowed. Access will be from existing municipal roads.
9. A permit is required for any development within 90 metres of the highway right-of-way from the Traffic Engineering & Development division, Saskatoon.
10. Minimum setback from the centreline of Highway No. 7 and Highway No. 45 is 60 metres for homes and 55 meters for trees, bushes or commercial/industrial developments.
11. The purchaser agrees to accept the presence of any existing utility or pipeline or similar interest and, without charge, to grant utility line easements as may be required by the SaskPower, SaskEnergy and SaskTel for any existing lines.
12. The Province will convey clear title to the land to the purchaser, subject only to the following utilities or interests: The Ministry of Highways at its own cost will register an interest and survey a 5m wide taking along the west boundary of SE 13-34-9-3 Ext 5 for a distance of 92.54m (approx. 0.46ha).
13. The Province will, if required, provide the Notice of Road Closure to the purchaser for submission, with the plan of survey, to ISC, Survey Plan Registry.
14. The purchaser is responsible for providing a copy of the Transform Approval Certificate and the approved plan to the Ministry of Highways, Land Branch.
15. The Province will provide the Notice of Minister to the purchaser for submission to ISC, Title Registry after all conditions have been met.
16. Except as otherwise expressly provided in this Agreement, the Buyer accepts the Land on an "as is" basis and acknowledges and agrees that:
 - (a) it is the buyer's obligation to perform whatever inspections, tests or due diligence it considers appropriate to determine the environmental condition of the Land or its suitability for any particular purpose or use;
 - (b) the Vendor has given no warranty or made any representation, express or implied, respecting the condition or suitability of the Land, including its environmental condition or fitness for any particular purpose or use, except that the Vendor warrants and represents that:
 - (i) it has not received any notice from any governmental authority indicating that the land is in non-compliance with any environmental laws or received any notice directing any corrective action;
 - (ii) it has no knowledge of contamination or non-compliance with applicable environmental laws, except as disclosed below in clause (d); and
 - (c) the Vendor has disclosed to the Buyer, particulars of the following contamination or notices of non-compliance with applicable environmental laws or corrective action:

Phase 1 ESA completed by Pinter & Associates Ltd. and report was provided to buyer.

I am a citizen or permanent resident of Canada and have reached the age of majority in my province.

I agree that I have read and accept the Terms and Conditions of Sale attached hereto and agree that this tender and the attached Terms and Conditions of Sale shall, if my tender is accepted by the province, form a legally binding and enforceable agreement for the sale and purchase of the above lands.

Signed at _____, Saskatchewan on _____, 2024

**Government of Saskatchewan employees must attach written approval to participate in this competition, pursuant to Section 95 of the Public Service Regulations.*

Please Print Name(s) to appear on transfer document:

Name(s): _____

Address: _____ Telephone: _____

_____ Email: _____

Approved and Accepted

_____, 2024.

Minister or Delegated Official

Insert Parcel pic / plans here

