

Bid Terms and Conditions:

Bids are being accepted by the Ministry of Parks, Culture and Sport for a cottage lease on the land listed on this web page. The bid amount does not include annual land lease or service fees.

Reserved Cash Sale: The land shall be leased to the highest eligible bidder, (where the reserve price has been reached).

Successful Bidder: The Ministry will confirm eligibility of the highest bidder. If the highest bidder is determined eligible, a Document Package will be sent for signing.

Payment: Within 10 business days of being declared the high bidder the bidder shall submit all required documentation and 100 per cent of the successful bid amount to the Ministry of Parks, Culture and Sport.

The bid amount must be payable to the Ministry of Parks, Culture and Sport in the form of a certified cheque or bank draft.

Buyer's Fee: Immediately after being declared the high bidder, the bidder shall pay a buyer's fee of \$1500.00 plus GST per Auction Lot to McDougall Auctioneers Ltd.

Lease Terms and Conditions

Lease Agreement: A copy of a standard Ministry lease agreement template is attached for reference. A copy of the Provincial Park Cottage Subdivision Development Directives is attached for reference.

Following confirmation of eligibility by the Ministry, the Successful Bidder shall execute a Document Package (including 21-year lease) in the template provided by the Ministry, without modification. The bidder will be required to return a fully executed Document Package within 10 days of the post mark on the envelope, or such other date as may be mutually agreed by the parties.

As part of the Document package, the Successful Bidder will be required to sign a Letter of Acknowledgement of Trespass. According to the Real Property Report, the eave is trespassing onto crown land by 0.42M. As such, the property will have a Total Lot Development Freeze, which will not allow for any further development until the offending structure(s) are brought into compliance.

The Successful Bidder must accept full responsibility for payment of lease fees effective the date the Successful Bidder takes possession and for compliance with the provincial regulations as applicable.

If the Lessee chooses to remove or demolish the existing dwelling on the cottage lot to develop a new one, the Lessee will provide all the necessary building plans in order to obtain an approved building permit. The building permit, once approved, is valid for two years and a new dwelling must be erected within this time. No further assignment of lease transfer will be permitted without an approved dwelling constructed on the cottage lot.

Closing

Failure to Close: A failure by the bidder to complete the lease transaction may, at the sole option of the Ministry, result in the bid amount and any further interest in the land being forfeited.

Access to Land: The bidder will receive access to the land upon completion of the Document Package.

As-is Sale: The bidder shall accept the land in an “AS-IS” basis as of the closing date of the auction and the bidder specifically acknowledges that neither the Ministry nor McDougall Auctioneers make any representations or warranties of any kind whatsoever, expressed or implied as to the value, condition, improvements, suitability or fitness of the property for any purpose. All descriptions, measurements and acreage provided by the Ministry and McDougall Auctioneers are to be used as a guide only. The bidder acknowledges and agrees that it is the bidder’s sole responsibility to make such legal, factual, and other inquiries, inspections and investigations as the bidder considers necessary prior to bidding on the lease.

Property Boundaries: The bidder will satisfy itself as to all property boundaries. If a dispute arises, the Ministry, at its sole discretion, may require that any expenses related to the verification of the boundaries will be at the bidder’s expense.

No Assignment: The bidder shall not assign its bid, or obligation to lease the land or any other duty or obligation related to the bid or the leased land to a third party without the prior written approval of the Ministry.

THE BIDDER ACKNOWLEDGES THAT IT IS THE BIDDER’S SOLE RESPONSIBILITY TO MAKE ANY NECESSARY INQUIRIES, INCLUDING, WITHOUT LIMITATION, CONSULTING WITH LEGAL ADVISORS, PRIOR TO BIDDING TO ENSURE THE BIDDER IS LEGALLY ELIGIBLE TO PURCHASE/LEASE THE PROPERTY.

Additional Documents: As a condition of closing, the bidder agrees to sign certain disclosure documents as may be required by the applicable governing bodies and to provide such other information or to execute such other documents as may be necessary to give effect to the bid and resulting lease.

Consideration:

Bidders must be individuals eighteen years of age or older. If a bidder is a Government of Saskatchewan employee, they must identify their position to ensure there is no conflict of interest.

If construction of an approved permanent dwelling is not completed within the allowed timeframe as outlined in the lease agreement, the lessee will have breached the terms and conditions of the lease and all monies paid to the crown are forfeited to the Crown without payment of compensation.

A Provincial Park Land Lease may not be registered into a business or corporation. A maximum of two names may be registered on a 21-year lease.

If for any reason the Successful Bidder is disqualified or gives up claim to the Property PCS reserves the right to offer the award of the Property to the next highest Bidder (where the reserve price has been reached). The Award Date will be the date the offer of award is accepted by the next highest Bidder.