

THIS OFFER TO PURCHASE is dated this _____ day of _____, 2019.

BETWEEN:

THE CITY OF REGINA
(the "City")

- and -

[Insert Name of Purchaser]
(the "Purchaser")

OFFER TO PURCHASE

SALE OF LAND

1. The City agrees to sell and transfer, and the Purchaser agrees to buy the lands civically addressed as 4100 Anaquod Road, Regina, Saskatchewan, legally described as:

Surface Parcel #203492189

Reference Land Description: Blk/Par D Plan No 98RA12686 Extension 2

Approximately 21.28 acres, hereinafter referred to as the "Lands", together with all privileges and appurtenances thereto belonging free and clear of all encumbrances, save and except for the permitted encumbrance described as .

PURCHASE PRICE AND PAYMENT

2. (a) The Purchase Price for the Lands shall be the sum of

(\$_____) Dollars of lawful money of Canada, plus Goods and Services Tax ("GST"), if applicable.
- (b) The purchase price shall be payable and be paid in the manner and at the times hereinafter provided, that is to say:
 - (i) The sum of _____
(\$_____) DOLLARS at the time this Offer is submitted to the City as a deposit on the purchase price. The deposit shall be paid in trust to the City Solicitors Office, as a deposit on the purchase price and to be held by the City Solicitors Office until closing. Provided the Purchaser's Conditions are either removed or waived in writing as herein provided, such deposit is to be applied

on account of the purchase price. PROVIDED, however, that if the Purchaser's Conditions are not removed or waived within the time provided for herein, the deposit shall be forthwith refunded to the Purchaser. If this Offer is accepted and all conditions to this Offer are either removed or waived in writing by the Purchaser, and the Purchaser fails to, register any conveyance or execute any formal documents when prepared or provided, or fails to pay any required cash payment or comply with any of the terms in this contract, this contract shall be void at the City's option. When the defaulting party is the Purchaser, the deposit and any other monies shall be forthwith delivered and released to the City as forfeiture to the City.

- (ii) The balance of _____
(\$_____) DOLLARS on the Possession Date
subject to adjustments as herein provided.

All payments required to be made hereunder shall be paid by Solicitor's trust cheque, certified cheque or bank draft.

- (c) The Purchaser will pay interest to the City at the rate equal to the Bank of Canada Overnight Target Rate plus 3.7% per year at the time of the Possession Date, on any portion of the Purchase Price, not received by the City by Possession Date, to be calculated from the Possession Date until the money is paid to the City.

GOODS AND SERVICES TAX

- 3. If the Purchaser is an individual or is not a registrant pursuant to the *Excise Tax Act* of Canada, then the Purchaser shall remit to the City concomitant with payment of the purchase price, all GST payable on the within sale and purchase.
- 4. If the Purchaser is a body corporate and a registrant under the *Excise Tax Act* and provides the City with suitable evidence thereof along with a signed GST Exemption Certificate, then the Purchaser may remit any GST payable on the within sale and purchase directly to the Receiver General of Canada.

CONDITIONS

- 5. This Offer is subject to the following conditions:

If the above conditions have not been fulfilled, performed or waived by _____ (Insert Date), then the deposit shall be returned immediately to the Purchaser and this agreement shall be null and void.

CLOSING DATE AND POSSESSION

6. (a) The date of closing of this transaction is _____ or such other date as agreed to in writing by the Parties (the "Possession Date").
- (b) The Purchaser will have possession of the Lands on the Possession Date on the condition their legal counsel accepts standard law society trust conditions from the City's legal counsel.

ADJUSTMENTS

7. The Purchaser shall be recorded as the assessed owner of the Lands and shall be liable for the payment of local taxes as of the Possession Date.

RISK

8. Up to and including the Possession Date, the Lands shall be and remain at the risk of the City. Subsequent to the Possession Date, the Land shall be and remain at the risk of the Purchaser.

CLOSING MATTERS

9. (a) At least 7 business days prior to the Possession Date, the City shall deliver the registerable transfer authorization, statement of adjustments and such other documents as are required to close to the Purchaser's solicitors. All conveyance documents shall be registered by and at the cost of the Purchaser.
- (b) The delivery of the transfer and such other documents, as may be required, may be made subject to such trust conditions and/or undertakings as are consistent with the terms, conditions and intent of the Agreement.
- (c) The Parties agree that each shall promptly execute such further documents as are required to complete or perfect the within sale and purchase of the Lands.

CITY'S REPRESENTATIONS AND WARRANTIES

10. The City represents that:
 - (a) The City is not a non-resident person within the meaning of section 116(1) of the *Income Tax Act*, R.S.C. 1985, C.1 (5th Supp.) as amended.

- (b) The City has not inspected, examined or conducted any assessment of the Lands for contaminants, hazardous substances, waste dangerous goods or other environmental concerns; and
 - (c) The City is not aware of any environmental issues affecting the Lands or of any outstanding orders or requirements of authorities having jurisdiction with respect to the state of Lands.
 - (d) The City makes no representations relating to any future developments on the Lands. Any and all future developments are subject to the Purchaser obtaining proper zoning, development permits and building permits, and compliance with any and all applicable bylaws and regulations.
11. As at the Possession Date, the City shall be conclusively deemed for all purposes to represent and warrant to the Purchaser that the City is the owner of the Lands or is entitled to such ownership; that the City has taken such measures required by the City to convey the Lands and otherwise keep and observe its covenants hereunder; that the City is not aware of any expropriation or proposed expropriation of the Lands, or any part thereof.

PURCHASER'S REPRESENTATIONS AND WARRANTIES

12. The Purchaser represents and warrants the Lands shall be used for the following:

PURCHASER'S COVENANTS

13. The Purchase covenants and agrees:
- (a) To pay to the City the Purchase Price and any interest thereon and shall be responsible for all their own legal costs, registration costs for the Transfer and any mortgage or financing costs;
 - (b) To pay all land taxes, rates, levies, water rates, utility charges, assessments and any other impositions of the Lands imposed by any authority in relation to the Lands or the Purchaser's possession or occupancy of the Lands.

- (c) To grant, without compensation, any easement or right-of-way required by the City, SaskPower, SaskEnergy, SaskTel and any other provincial utilities.
- (d) The Purchaser is responsible for any and all zoning, development or other applications as may be required in relation to the property. The City makes no representation and provides no guarantee or warranty that any or all such applications will be approved.
- (e) The Purchaser accept the Lands in their current state, on an "as is, where is" basis, and acknowledges the City has made no representations, warranties, guarantees, promises or agreements, other than those contained in this agreement.
- (f) The Purchaser agrees to enter into an Option Agreement with the City, which grants the City an option requiring the Purchaser to transfer the Lands back to the City, at the Purchase Price, under certain conditions, namely the development plans outlined in paragraph 12 substantially change.

NOTICE

14. Whenever tender or monies, conveyances or any other documentation herein called for or required to be made or any notice, demand or request is required to be given by either Party to the other, such tender, notice, demand or request may be made or given by personal delivery to or by prepaid registered mail addressed to the addresses stated below, and if given by mail as aforesaid, shall be deemed to be made or given on the third business day following the day of mailing by registered mail:

the City at:

City Solicitor's Office
10th Floor, City Hall
2476 Victoria Avenue
Regina, SK S4P 3C8

and to the Purchaser's Solicitor at:

provided further that in the event such tender, notice or request is made or given by mail, as aforesaid, at a time when there is any interruption of mail service affecting the delivery of such mail, then tender, notice, demand or request shall not be deemed to have been made or given until one week after the date on

which normal mail service is restored and provided further that such addresses may be changed by each respective Party upon 14 days notice to the other.

PAYMENT EXTENSION

15. If the Closing Date or any other date hereunder for the payment of monies or the doing of any act shall fall on a Saturday, Sunday or statutory holiday, the such date(s) shall be extended to the next following business day (exclusive of Saturday).

SASKATCHEWAN LAW

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

SCHEDULES

17. All Schedules attached to this agreement shall form a part hereof.

WAIVER

18. A waiver by either Party of the strict performance by the other of any covenant or provision of this Agreement shall not constitute waiver of any subsequent breach of any such covenant or provisions, or of any covenant or provision or term hereof.

SEVERABILITY

19. If any provision of this Agreement or the application thereof to any Party or circumstances shall be or be adjudged invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances, if any, shall be unaffected thereby and shall be enforced to the greatest extent permitted by law.

SUCCESSORS AND ASSIGNS

20. This Agreement and its provisions shall enure to the benefit of and be binding upon the Parties and their successors and permitted assigns as the case may be. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one Party, and to corporations, associations, partnership or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

HEADINGS

21. The headings preceding the paragraphs hereof are inserted for convenience and reference only and shall not be read or construed as affecting the meaning, construction or effect of this Agreement.

INTERPRETATION

22. The terms “hereof”, “herein” and like terms shall be deemed to be reference to this agreement in its entirety, unless the contrary is stated expressly.

ENTIRE AGREEMENT

23. This Agreement shall constitute the whole of the Agreement between the Parties. There are no representations, warranties, collateral agreements or conditions affecting the Agreement other than as expressly set forth herein. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties or by their successors or permitted assigns.

WAIVER OF ACTS

24. The Purchaser hereby covenants and agrees with the City that:
- (a) *The Land Contract (Actions) Act* of the Province of Saskatchewan shall have no application to any action as defined in the said Act, with respect to this Agreement;
 - (b) *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application:
 - (i) this Agreement;
 - (ii) any agreement or instrument renewing or extending or collateral to this Agreement;
 - (iii) the rights, powers or remedies of the City under this Agreement or under any other agreement or instrument referred to or mentioned in paragraph (b)(ii) hereof;

it being provided that the provisions of this section shall apply only in the event the Purchaser is a corporate body, or in the event the within agreement is wholly assigned by the Purchaser to a corporate body and condition(s) of consent to such assignment by the City include the application of this section to the corporate assignee.

CITY AS PROPERTY OWNER

25. (a) The City in entering into this Agreement is doing so in its capacity as an owner of real property and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Saskatchewan and nothing in this Agreement shall constitute the granting by the City of an approval or permit as may be required pursuant to *The Cities Act*, or *The Planning and Development Act, 2007* and any amendments thereto, and any other legislation in force in the Province of Saskatchewan.
- (b) The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and

nothing in this Agreement restricts the City, its council, its officers servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal corporation, as a municipal council and as the officer, servants and agents of a municipal corporation.

- (c) Without restricting the generality of the clauses (a) and (b), the City shall specifically be deemed not to be in breach of any covenant, undertaking or requirement otherwise of this Agreement in the event the Regina Planning Commission or City Council refuses to grant any subdivision, zoning or development approvals in respect of any application contemplated in or by this Agreement, or if it imposes conditions on any approval, and the Purchaser agrees that City Council in considering such applications in acting in a legislative or quasi-judicial capacity and reserves a full measure of discretion in considering such applications.

ACCEPTENCE OF OFFER

26. If this Offer is accepted within the time provided, it will form a contract that is legally binding on the parties, their respective heirs, executors, administrators, successors and assigns. The terms of this agreement as amended from time to time, together with any schedules shall not merge with but shall survive the closing of this sale. This Offer is revocable by the Purchaser prior to acceptance by the City upon written notice to the City. This Offer may be accepted by the City no later than May 31, 2019.

27. Time shall be of the essence of this agreement.

IN WITNESS WHEREOF the Purchaser has executed this Offer as of the day and year set forth above.

WITNESS

The City hereby accepts the above Offer together with all its conditions. The City covenants to carry out the sale according to its terms and conditions. Signed and sealed by the City on the _____ day of _____, 2019.

THE CITY OF REGINA

(seal)

City Clerk

CANADA)
PROVINCE OF SASKATCHEWAN)

AFFIDAVIT OF EXECUTION

I, _____, of Regina, Saskatchewan, MAKE
OATH AND SAY THAT:

1. I was personally present and did see _____, names in the within agreement, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
2. The same was executed at Regina, Saskatchewan, on _____, _____, 2019, and that I am the subscribing witness thereto;
3. I know _____, and he is my belief the full age of eighteen years or more.

SWORN BEFORE ME at Regina,)
Saskatchewan, this _____ day of April,)
2019.)

A COMMISSIONER FOR OATHS for)
Saskatchewan.)
My commission expires:)
(or) Being a Solicitor.)