

OFFER TO PURCHASE – Commercial Property

WE _____ (the "Purchaser")

ADDRESS: _____

TELEPHONE: Home: _____ Work: _____

having inspected the real property described below, HEREBY OFFER TO PURCHASE from:

NAME: _____ (the "Vendor")

ADDRESS: _____

TELEPHONE: Home: _____ Work: _____

the following property _____,
Saskatchewan (the "Property") which term includes all buildings on the Property (the "buildings") subject to the reservations and exceptions appearing in the existing Certificate of Title free and clear of all encumbrances as referenced in section 10 (e) for the sum of _____ Dollars (\$ _____), (the "Purchase Price") plus GST in the amount of 5%.

The parties acknowledge that any mineral rights that are currently included on the title to the Property: are not included in the purchase of the Property and, where included, will be part of the definition of "Property" when used herein.

1. The Purchase Price is to be paid as follows:

(a) \$ _____ as the deposit to be paid to the Vendor's lawyer, upon acceptance of this offer to be held in trust by the Vendor's lawyer, such deposit to be credited to the Purchase Price on the Possession Date. If the Purchaser fails to comply with any of the Purchaser's obligations under this agreement, the Vendor may, at the Vendor's option, cancel this agreement and retain the deposit as liquidated damages and not as a penalty, and pursue any other remedies that the Vendor may have at law.

(b) \$ _____ by a new mortgage to be arranged by the Purchaser at the Purchaser's expense.

(c) \$ _____ by assumption of the Vendor's existing mortgage in favour of _____.

(d) \$ _____ cash to be paid (subject to the adjustments provided below) to the Vendor or the Vendor's lawyer on or before 12 o'clock noon on the Possession Date.

2. This Offer to Purchase is subject to the following conditions:

(a) The Purchaser obtaining approval of a mortgage on the Property in the amount set out in Subsection 1(b) on or before the _____ day of _____, 20____, on terms and conditions satisfactory to the Purchaser.

(b) The Purchaser will use the property for the sole purpose of _____. Any desired changes to this purpose must be submitted to the Council of the Resort Village of Chitek Lake for prior approval, which approval may be denied. This condition is further subject to

the Zoning Bylaw and other Bylaws of the Resort Village of Chitek Lake and does not remove the obligation of the Purchaser to apply for a development permit or other required approval from the

(b) (List any other Conditions)

In the event that all of the conditions have not been satisfied, fulfilled, performed or waived in writing by the Purchaser by the date specified in each condition, (or failing a date being specified, on or before the Possession Date), then the deposit shall be returned to the Purchaser and this agreement shall be null and void.

3. The Purchaser agrees to comply with the following conditions on the development and use of the Property, which bind the Property and all subsequent owners:

(a) The property shall be used for commercial business only as described in the Commercial District provisions of the Basic Planning Statement and Zoning Bylaw of the Resort Village of Chitek Lake and must meet the following minimum standards according to generally accepted building standards for the area for land and commercial improvement.

(b) Residences, mobile homes, house trailers, campers, recreational units and vehicles shall not be placed on the Property for the purposes of living accommodations;

(c) Mobile homes and house trailers shall not be placed on the Property at any time for any purpose whatsoever including but not limited to placement for seasonal storage.

(d) All construction on the Property must conform to the zoning and building requirements of the Resort Village and be of new materials only;

(e) Unsightly vehicles, machinery and equipment shall be stored out of sight.

4. The Purchaser agrees to pay interest to the Vendor at the rate of _____% per annum, on any portion of the Purchase Price, less mortgages or other financial encumbrances assumed, not received by the Vendor or the Vendor's lawyer on the Possession Date. Interest shall be calculated from the Possession Date until the date that the entire purchase price is paid to the Vendor or the Vendor's lawyer.

5. The Vendor shall pay all costs of discharging any existing mortgage or other encumbrances against the Property, not assumed by or agreed to by the Purchaser.

6. This transaction of purchase and sale shall be completed and closed on or before 12 o'clock noon on the ____ day of _____, 20____ (herein referred to as the "Possession Date") on which date the Purchaser shall have POSSESSION of the Property, vacant or subject to the following tenancy, (List any Tenancy):

7. ADJUSTMENTS: re: taxes, rents, insurance, utilities, condominium fees and other incoming and outgoing expense or revenue relating directly to the Property, shall be made as at Possession Date.
8. (a) Each party shall pay their own lawyer.
- (b) The Purchaser shall pay all Land Titles Registry fees to register the Property into the name of the Purchaser;
- (c) The Purchaser shall pay all Land Titles Registry fees to register any mortgage arranged by the Purchaser;
- (d) The Vendor shall pay all Land Titles Registry fees in connection with the discharge of any encumbrances required to be removed by the Vendor;
- (e) The Vendor shall transfer title to the Property to the Purchaser free and clear of all encumbrances except:
- (i) all standard utility easements;
 - (ii) Interest Register # _____
 - (iii) Interest Register # _____
- (f) Upon receiving the Purchase Price, the Vendor shall discharge the following encumbrances from the title to the property:
- (i) Interest Register # _____
 - (iii) Interest Register # _____
9. The Vendor Warrants that:
- (a) there is no encroachments onto the property;
10. If the Purchaser is a body corporate, the Purchaser hereby covenants and agrees with the Vendor that:
- (a) **The Land Contracts (Actions) Act** (Saskatchewan) shall have no application to any actions as defined in the said Act with respect to this agreement or any agreement arising from it;
- (b) **The Limitation of Civil Rights Act** (Saskatchewan) shall have no application to:
- i) this agreement;
 - ii) the sale and purchase constituted by the execution of this agreement;
 - iii) any charge or other security for payment of the money made, given or created by this agreement;
 - iv) any agreement or instrument renewing or extending or collateral to this agreement; or

v) the rights, powers, or remedies of the Vendor under this agreement or other security, agreement, or instrument referred to or mentioned in Subsections (iii) or (iv) above.

- 13. It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements of any kind other than those contained in this agreement and the Purchaser agrees to purchase the Property as it stands at the price and terms and subject to the conditions in this agreement. **TIME shall be of the essence of this agreement.**
- 14. The Vendor and the Purchaser agree that the representations and warranties contained in the Property Condition Disclosure Statement shall form part of this agreement and that all of the representations, warranties and covenants contained in this agreement and in the Property Disclosure Statement shall not merge with and shall survive the closing of the purchase and sale and the transfer of Title to the Property into the name of the Purchaser and shall be enforceable by the Purchaser after such transfer.
- 15. This Offer is irrevocable by the Purchaser and open to acceptance by the Vendor up to one minute before midnight on the ____ day of _____, 20____. If not accepted by that time, the offer is withdrawn.
- 16. Upon acceptance of this Offer, this agreement shall be a contract of purchase and sale and be binding on the Vendor and Purchaser, their respective heirs, executors, administrators, successors and assigns.

DATED at _____, Saskatchewan, this ____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED)
 in the presence of:) _____
) Purchaser
) _____
) Purchaser

 Witness

Purchaser's Lawyer: _____
 (name of lawyer)
 Address: _____
 Phone No.: _____
 Fax No.: _____

ACCEPTANCE

The Vendor ACCEPTS the above Offer together with all conditions contained in it and covenants to carry out the sale on the terms and conditions set out in the Offer.

The Vendor certifies that the Vendor is a resident of Canada as defined under the provisions of Section 116 of The Income Tax Act.

DATED at _____, Saskatchewan, this ____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED)

in the presence of:

) _____

) Vendor

)

) _____

Witness

Vendor

Vendor's Lawyer:

(name of lawyer)

Address: _____

Phone No.: _____

Fax No.: _____

COMMERCIAL LOT	PRICES	DOWN PAYMENT	GST
LOT 1 20037.6 SQ FT	\$61,900.00	\$12,380.00	\$3,095.00
LOT 2 20037.6 SQ FT	\$61,900.00	\$12,380.00	\$3,095.00
LOT 3 26571.6 SQ FT	\$65,400.00	\$13,080.00	\$3,270.00
LOT 4 25264.8 SQ FT	\$64,800.00	\$12,960.00	\$3,240.00
LOT 5 30492 SQ FT	\$67,300.00	\$13,460.00	\$3,365.00
LOT 6 41618.6 SQ FT	\$71,700.00	\$14,340.00	\$3,585.00
LOT 7 27007.2 SQ FT	\$65,700.00	\$13,140.00	\$3,285.00

5.2 C-COMMERCIAL DISTRICT

5.2.1 Permitted Uses

- (1) community halls and municipal offices
- (2) motels and tourist cabins
- (3) restaurants
- (4) confectioneries
- (5) bait and tackle shops
- (6) boat rental and service shops
- (7) parks and playgrounds, day use picnic areas, and sports fields
- (8) public works (including warehouses and storage yards).
- (9) seasonal campgrounds
- (10) accessory uses to the principal use when located on the same lot as that use

5.2.2 Discretionary Uses

- (1) docks, boat launch facilities on Village property
- (2) marinas without motor fuel sales, on Village property
- (2) single detached dwellings accessory to an approved commercial use
- (3) single detached dwellings accessory to an approved seasonal campgrounds

5.2.3 Regulations

- (1) the regulations in Table 1 shall apply.

3.3.5 Council may permit different types and densities of future residential development where it would be in proximity to, but not conflict with existing development, and would not be located on hazard lands.

3.3.6 The zoning bylaw will provide for other public facilities and recreational uses in a residential district that are consistent with and complementary to existing residential uses of that district.

3.3.7 The zoning bylaw will contain provisions for the preservation of mature, healthy trees.

3.3.8 No business development (i.e. commercial or industrial use) shall be allowed in residential districts except for limited, accessory home occupations, at Council's discretion. Council's discretion shall be exercised based on the following guidelines:

- The home occupation should not cause any apparent variation from the residential appearance of the dwelling;
- The home occupation will not require the construction of an additional building or other structure;
- Exterior storage of materials shall not be necessary in the operation of the home occupation;
- The participants in the home occupation at the dwelling will be restricted to the residents of the dwelling; and
- Any concerns of Council regarding non-residential traffic or parking are resolved through
- The application of appropriate conditions on the required Permit.

4 BUSINESS DEVELOPMENT

4.1 Issues and Concerns

The existing resort commercial development has been an integral and focal part of recreational use and development in the Resort Village, providing needed and desired services for residents and visitors alike. Council wants to have a viable commercial sector to provide these services, and to have the existing and future commercial buildings maintained in an attractive state.

Council also recognizes that there may be opportunities for some new commercial ventures within an appropriate area of the Resort Village. It wishes to provide for those commercial developments that are compatible with the resort nature of the community, and are sensitive to the forest environment that makes the Chitek Lake attractive.

As more of the cottages become year-round dwellings, home based business could become more common. Council will provide for these uses where it is satisfied that they will not be apparent and objectionable to the neighbouring residences or incompatible with the commercial/recreational focus of the Resort Village.

To implement the Community Goals outlined in Section 2.4, Council will not allow any industrial development in the Resort Village, which would result in land use conflict and contradict Chitek Lake's recreational and residential character.

*Bylaw 60105
Basic Planning
Statement*

4.2 Objectives

- To provide for the existing commercial resort development in the Resort Village and for future improvements to these facilities.
- To prevent inappropriate commercial development from locating in residential areas of the Resort Village.
- To provide for limited business uses in residential areas in the form of home occupations and tourist cabins compatible with cottage development.
- To prevent any unacceptable industrial development in the Resort Village.

4.3 Policies

To ensure that the Objectives for Business Development may be achieved, Council shall consider but not be limited to, the following policies when making decisions regarding the land uses of this type which are specifically authorized by the Zoning Bylaw:

4.3.1 The zoning bylaw will provide for general commercial resort development within the areas designated for commercial use on Map 1 - Future Land Use. Council may consider adding additional land to this area by rezoning of residential or other land where such land is abutting existing commercial development.

4.3.2 Council may provide for low density tourist accommodations (e.g. minor Bed and Breakfast dwellings within residential areas at Council's discretion. Council's discretion shall be exercised based on the following guidelines:

- The tourist accommodation shall only consist of rental residential units, and shall not include restaurants, confectioneries, commercial recreation facilities or other accessory uses of a commercial nature.
- The site should have good access to Chitek Drive and the main access road to the resort village, be located in proximity to the commercial areas, and in preference where several dwelling units are proposed, located on a corner lot.
- The existing lot shall be large enough to provide for all required parking to either be contained on the same lot as the proposed operation or on adjacent land which may be owned or leased by the applicant.

4.3.3 The zoning bylaw will provide a separate zoning district for industrial development in the bylaw text and on the Legend of the zoning map. At the current time, no land will be either be designated as industrial on the Opportunities, Constraints and Future Land Use Map, which forms part of this BPS, or zoned as such on the Zoning Map. Subject to the Goals, Objectives and Policies of the BPS, Council may consider adding specific industrial land to the two maps in order to allow an acceptable industrial use within Chitek Lake.

5 RECREATIONAL, PARK AND OPEN SPACE DEVELOPMENT

5.1 Issues and Concerns

Council recognizes that the Resort Village provides one of very few public access points to Chitek Lake. A provincial demand exists for resort facilities (e.g. marinas, recreation centers) on Chitek Lake. Council wants to ensure that such facilities should be of an appropriate size and located so that conflict with residential use will be avoided or at least minimized.

The recreational facilities within the Resort Village are comprised of a mixture of developments on public and private lands. The residents of Chitek Lake are fortunate because their municipality owns a good amount of land within current Resort Village limits. Not all of this land is suitable for building development (some of it is now Public/Municipal Reserve