



INVITATION TO TENDER TAX TITLE PROPERTY

The Town of Leader is now accepting tenders from individuals and/or organizations that are interested in purchasing the following tax title property:

Legal Address: Lot 7, Block 25, Plan 78SC13151
Civic Address: 519 Main Street East

The tender is for the land and improvements located on the property. The following information must be included in all tenders:

- The legal description of the property for which the tender is for;
- The proposed future use of the property (Council will review for compliance with zoning bylaws and Town policies;
- Amount of tender; and
- Name, date, and contact information of bidder.

The highest, or any tender, not necessarily accepted.

The successful proponent will have 30 days to provide the balance of cash to complete the purchase and must be able to enter into a purchase agreement with the Town as found in Appendix "A".

By participating in this tender, you are acknowledging that you have satisfied yourself as to what you are bidding on, that the process leading to your bid has been conducted properly and that you will not hold the Town responsible or liable if later there proves to be an issue with title, survey, or any other problem. If you are not in agreement with this, you may not bid.

Questions regarding this tender or appointments to view the property are to be directed to Erin Romanuik, CAO at 306-628-3868 or via email at: cao@leader.ca.

Tender shall be submitted in a sealed envelope or email marked "519 Main Street East Tender" and must be received by 1:00 p.m. on **Tuesday, November 3, 2026** by the undersigned:

Erin Romanuik, CAO
Town of Leader
Box 39
Leader, Saskatchewan
S0N 1H0
e-mail: cao@leader.ca



Property Pictures



Appendix "A"
Land Sales Agreement
(begins on following page)

LAND SALES AGREEMENT

TOWN OF LEADER

(the "Town")

BETWEEN:

-and-

(the "Purchaser")

A. The Town is the registered owner of land legally described as:

Lot _____, Block _____, Plan _____

Municipal Address: _____
(the "Property")

B. The Purchaser has agreed to purchase from the Town and the Town has agreed to sell the Purchaser the Property for a purchase price of _____ DOLLARS (the "Purchase Price") in accordance with the terms and conditions set out in this Agreement.

C. The Town and the Purchaser acknowledge and agree that the Property is being sold for development of a **<proposed use>** building by the Purchaser and that it is a fundamental term of this Agreement that the Purchaser develop the Property within the specified deadlines.

IN CONSIDERATION OF the sale of the Property and the payment of the Purchase price, the Town and the Purchaser agree as follows:

1. PAYMENT OF PURCHASE PRICE

1.1. The Purchaser shall purchase the Property from the Town, and the town shall sell the Property to the Purchaser for the Purchase Price subject to the encumbrances set out in section 9.4 of this Agreement. The Purchaser shall pay the Purchase Price in the following manner:

a) The balance of the Purchase Price in the amount of _____ DOLLARS (plus GST, if applicable, on the full purchase price) must be delivered to the Town not later than 4:30pm on _____, failing which this agreement shall automatically terminate, the Purchase Price shall be forfeited to the Town and the Purchaser shall have no further interest in the Property, as more fully set out in section 1.2.

1.2. Subject to the satisfaction of the conditions set out in section 2.1, if the Purchaser fails to pay the Purchase Price on or before the deadline set out in subsection 1.1(a), the Property will be immediately forfeited to the Town on account of damages and not as penalty, and the interest of the Purchaser in the Property as created by this Agreement shall terminate without any legal proceedings being taken or any other act being performed by the Town and the Property shall revert to and reversion in the Town. The Purchaser shall promptly discharge any caveat, encumbrance, lien, charge or other instrument which the Purchaser may have registered or caused to be registered against the title to the Property. The Town shall be entitled to all costs incurred on a solicitor and client basis as a result of the Purchaser's failure to complete the purchase of the Property.

- 1.3. For greater certainty the parties acknowledge that notwithstanding any other provision of this Agreement, the Purchase Price is exclusive of GST. For the purposes of this Agreement, "GST" means the Goods and Services Tax as provided for in Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time. The Purchaser shall be responsible for paying any GST in relation to this transaction, as more fully set out in article 12.
- 1.4. All references to currency in this Agreement shall be deemed to be references to Canadian dollars unless otherwise expressly set forth.

2. POSSESSION OF THE PROPERTY

- 2.1. Subject to the terms and conditions of this Agreement, vacant possession of the Property will be available to the Purchaser after the Purchaser pays the Purchase Price to the Town in accordance with section 1.1(a).
- 2.2. All outgoings, including but not limited to taxes (or at the option of the Town, an amount in lieu of taxes equal to the pro-rated estimated taxes for the Property for the current year), rates, levies charges, local improvement charges, utility charges and hook-up fees, shall be adjusted as of the Closing Date.

3. PURCHASER'S OBLIGATION TO COMMENCE CONSTRUCTION ON THE PROPERTY

- 3.1. As further for the sale of the Property by the Town, the Purchaser covenants and agrees to apply for and be approved for a Building permit for construction of a <proposed use> building on the property within twelve (12) months of the closing date, failing which the Purchaser agrees to pay the extension fees as set out in section 3.2.
 - a) The Purchaser agrees to Commence Construction on the Property within twelve (12) months of the Closing Date and to diligently pursue completion of the conversion of the existing building to a <proposed use>. Failing to commence construction within this period, the Purchaser agrees to pay the extension fees set on in Section 3.2 of this Agreement.
 - b) For the purpose of this Agreement, "Commence Construction" or any variation thereof means the commencement of physical construction, renovation, alteration, or conversion work in the existing building that is reasonably necessary to facilitate its conversion to a <proposed use>. Such work may include but is not limited to, interior demolition, framing, installation or modification of plumbing, electrical or mechanical systems, or other substantial building improvements directly related to the intended <proposed use>.
- 3.2. Upon inspecting the Property or receiving a written request from the Purchaser, the Town may grant extensions for the deadline to have an approved building permit or Commence Construction for the Property on a month-to-month basis, subject to the Purchaser paying the extension fees to the Town as set out in the original contract.
 - a) Ten Percent (10%) of the Purchase Price for each month (or portion thereof) up to and including the third (3rd) month with a minimum extension fee of Five Hundred Dollars (\$500.00);
 - b) Twenty Percent (20%) of the Purchase Price for the fourth (4th) month (or portion thereof) with a minimum extension fee of One Thousand Dollars (\$1,000.00); and

- c) The Town may, at their absolute discretion, grant further extensions beyond the fourth (4th) month for an extension fee of twenty percent (20%) of the Purchase Price per month (or any portion thereof) with a minimum extension fee of One Thousand Dollars (\$1,000.00).

3.3. In the Event that the title has not transferred to the Purchaser and either,

- a) the deadline to Commence Construction (and any extension granted) expire; or
- b) the Purchaser fails to pay any of the extension fees set out in section 3.2, the Town may, at their absolute discretion, terminate this Agreement and the interest of the Purchaser in the Property as created by this Agreement shall terminate without any legal proceedings being taken or any other act being performed by the Town, and the Property shall revert to and revest in the Town.

4. PURCHASER'S OBLIGATION TO COMPLETE CONSTRUCTION

- 4.1. As further consideration for the sale of the Property by the Town, the Purchaser covenants and agrees to Complete Construction of a <proposed use> building on the Property within twenty-four (24) months after the Purchase date of this Agreement. Failing which, the Purchaser agrees to pay the extension fees set out in section 4.2. For the purposes of this agreement "Complete Construction" or any variation thereof means that construction of a <proposed use> building on the Property is complete and the building is ready for occupancy, as determined by the Town.
- 4.2. The Purchaser agrees to pay the Town the following extension fees for the extension of the deadline to Complete Construction, which shall be payable in advance:
 - a) Ten percent (10%) of the Purchase Price for each month up to and including the third (3rd) month (or any portion thereof) with a minimum extension fee of Five Hundred Dollars (\$500.00); and
 - b) Twenty percent (20%) of the Purchase Price for the Fourth (4th) month and any extensions beyond the fourth (4th) month (or any portion thereof) with a minimum extension fee of One Thousand Dollars (\$1,000.00).

5. UTILITY SERVICES

- 5.1. Gas, electric, water and sanitary sewer utility services for the Property will be available from the nearest point of service. For the purposes of this Agreement, the "nearest point of service" shall be defined as the closest point to the Property at which the utility service connections can be hooked up to the utility service mains.
- 5.2. The Purchaser shall be solely responsible for paying any and all costs, charges, fees, levies, payments and other amounts whatsoever associated with providing non-municipal utility services in relation to the Property, including but not limited to any and all costs, charges, levies, payments and other amounts with respect to utility installations, extensions, over sizing and hook-ups, and electric capacity charges. For the purposes of this Agreement, "non-municipal utility services" include but are not limited to gas and power.
- 5.3. The Purchaser acknowledges and agrees that it is responsible for verifying the location, standards, specifications and availability of utility services to the Property with the applicable utility departments for determining the Purchaser's specifications and requirements for utility services.

- 5.4. All proposed vehicular access points to the Property shall be approved by the Town at the time of the Purchaser's development application.
- 5.5. The Purchaser shall be responsible for paying any and all costs, charges, fees, levies, payments and other amounts whatsoever associated with providing municipal utility services from the property line to any building on the property. For the purposes of this Agreement, "municipal utility services" means water and sewer.
- 5.6. The Town shall be responsible for paying any and all costs associated with providing municipal utility services from the mains to the property line.

6. "AS IS, WHERE IS" PURCHASE OF THE PROPERTY

- 6.1. Notwithstanding any term or condition of this Agreement, the Purchaser shall purchase the Property on the express understanding that:
 - a) there are no agreements, conditions, warranties or representations relating to the Property or land in the vicinity of the Property other than stated in this article 6;
 - b) except as provided in this article 6, the Town does not warrant:
 - i. the quality, condition or sufficiency of the Property for any use or purpose;
 - ii. the adequacy of any or all utility services and municipal improvements and infrastructure either to or on the Property; or
 - iii. the absence or presence of hazardous substances in, on, under, over or adjacent to the Property;
 - c) the Property is being sold to the Purchaser on a strictly "as is, where is" basis and the Purchaser shall acquire the Property at its own risk, with all faults and imperfections whatsoever, including without limitation, the presence of all hazardous substances (if any) in, on, under, over or adjacent to the Property; and
 - d) the Purchaser shall satisfy itself as to the condition of the Property (including but not limited to the presence or absence of hazardous substances) and the fitness and the suitability of the Property for the Purchaser's intended use.
- 6.2. For the purposes of subsection 6.1(a), the Town warrants that, to the best of their actual knowledge, its employees or agents have not deposited, placed or brought onto the Property any hazardous substances, nor is the Town aware of the existence of any hazardous substances on, in, over or under the Property.
- 6.3. For the purposes of this Agreement, the term "hazardous substances" includes but is not limited to petroleum products and by-products, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials, or hazardous substances defined in or pursuant to any federal, provincial, or municipal law, bylaw, statute, regulation or order.

7. TEMPORARY ACCESS TO THE PROPERTY

7.1. Upon execution of this Agreement by the Town and payment of the Purchase Price to the Town, and subject to the Purchaser complying with the terms and conditions of this Agreement, the Purchaser shall be granted a right of entry upon the Property for the sole purposes of erecting a sign in accordance with section 7.2 and carrying out a soil, geotechnical and engineering tests, surveys and other investigations relating to the Property, at its sole risk and expense, on the condition and agreement that:

- a) the Purchaser shall and hereby agrees to indemnify and save harmless the Town from and against any and all liabilities, losses, damages, claims, demands, awards, judgments, actions, proceedings, costs (including solicitor and client costs), and expenses suffered or incurred by the Town arising out of or in any way connected with the entry upon the Property by the Purchaser, its servants, agents, employees or contractors, including without limitation, the acts, omissions, negligence or wilful misconduct of any of the foregoing;
- b) the Purchaser shall, at its sole expense, immediately repair any damage caused to the Property or any adjacent lands, to the satisfaction of the Town, by virtue of such entry thereon or the exercise of any rights granted to the Purchaser pursuant to this article to this article 7; and
- c) This section 7.1 shall survive closing or the termination of this Agreement.

8. TRANSFER OF PROPERTY

8.1. The Town shall not be required to transfer title of the Property to the Purchaser until one or more of the following have been met:

- a) the Purchase Price has been paid to the Town in full, construction has been approved by an appointed Licensed Building Official, a building permit has been purchased, and the construction has commenced; or
- b) the Purchaser has completed the requirements set out in section 3.1.

8.2. The Purchaser is not allowed to sell the Property before the completion of Construction on said Property without the Approval of an appointed Licensed Building Official and the Town of Leader.

8.3. If the Purchaser sells the Property prior to completion of Construction, the Purchaser will be subject to a fee of \$5,000.00, except as provided in section 15.1.

9. CONSTRUCTION ON OR ABOUT THE PROPERTY

9.1. During the development of the Property, the Purchaser and/or its contractor shall not place or deposit any excavated dirt on the Town land (including but not limited to any Town easement or utility right-of-way), and if such excavated dirt is so deposited, the Town shall have the right to have the dirt removed at the expense of the Purchaser.

- 9.2. The Purchaser shall ensure that all debris, building material, cement, garbage and refuse are retained on the Property during construction and properly disposed of by the Purchaser or its contractor. The Purchaser shall not permit any of the foregoing materials to be deposited (intentionally or unintentionally) upon Town land, including but not limited to any park reserve and open space areas. The Purchaser shall not permit lightweight materials to be blown away by wind from the Property. Any debris, building materials, cement, garbage or refuse that is disposed on or blows onto Town land may be removed by the Town at the expense of the Purchaser. Additional fines and penalties may be levied against the Purchaser in accordance with any applicable statute, regulation or bylaw.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 The Town represents and warrants to the Purchaser that it is not now within the meaning of the *Income Tax Act* a non-resident of Canada nor is it an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada.
- 10.2 The Purchaser represents and warrants that it has the requisite power, capacity and authority to enter into this Agreement and has the requisite power to perform the terms of this Agreement.
- 10.3 The Parties agree that the representations, warranties, covenants and indemnities set out in this Agreement will not merge by the acceptance of documents, the registration of documents or the taking of possession by the Purchaser and shall survive closing of this transaction.

11. GOODS AND SERVICES TAX (GST)

- 11.1 The Purchaser agrees that it shall be liable for the payment of any GST which may become payable in connection with the purchase price and sale of the Property.
- 11.2 If the Purchaser is a GST registrant, it shall remit any GST payable to Revenue Canada, unless otherwise required by the Town.
- 11.3 In the event that the Purchaser is not a GST registrant, it shall remit any GST payable to the Town with the Purchase Price.
- 11.4 The Purchaser agrees to indemnify and save harmless the town against any liability, cost or expense incurred as a result of any GST payable in respect of the Property or this transaction.

12. TIME IS OF THE ESSENCE

- 12.1 Time shall in all respects be of the essence in this Agreement, and therefore, whenever in this Agreement either the Town or the Purchaser is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Town and the Purchaser.

13. NOTICES

13.1 Whenever it shall be required or permitted that notice or demand be given or served by either party on the other party, such notice or demand shall in writing and may be delivered or sent by prepaid registered or certified letter addressed to the other party for which it is intended at the address hereunder or by email to the address hereunder, or to such other address as may be substituted thereof from time to time by proper notice:

Address of Town:

Town of Leader
Box 39
Leader, SK S0N 1H0
Email: cao@leader.ca

Address of Purchaser:

<Name>
<Address>
<Town, Postal Code>
<Email>

14. ASSIGNMENT BY THE PURCHASER

14.1 The Purchaser covenants and warrants that it is not purchasing the Property for the purpose of land speculation. Prior to the satisfaction of the Purchaser's obligation to Commence Construction on the Property, the Purchaser shall not re-sell, transfer, subdivide, assign or otherwise dispose of its right, title, interest or equity in or to the Property, or any part thereof, without first obtaining the written consent of the Town, which may be arbitrarily withheld by the Town, excepting that if the Purchaser is a licensed contractor, the Purchaser may transfer the Property to the intended purchaser of the <proposed use> building being constructed on the Property. Any such consent shall be subject to the parties entering into an assignment agreement with the third party satisfactory to the Town, which shall include a term stating that notwithstanding any assignment or transfer, the Purchaser shall remain liable to the Town for the fulfilment of the terms and conditions set out in this Contract.

15. GENERAL

15.1 This Agreement shall be construed and the relations between the parties determined in accordance with the laws of the Province of Saskatchewan. The Courts of the Province of Saskatchewan shall have exclusive jurisdiction with respect to all matters relating to or arising out of this Agreement.

15.2 The terms and conditions of this Agreement will transfer to the benefit of and binding upon the heirs, executors, administrators, successors and assigns of the parties.

15.3 Waiver by the Town of the strict performance of any condition, covenant or agreement herein contained shall not constitute a waiver of or abrogate any other condition, covenant or agreement nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions.

15.4 This Agreement constitutes the entire agreement between the parties hereto and no representatives, warranties or promises have been made as between the parties hereto save where herein contained.

15.5 This Agreement and any Records or Personal Information in relation to this Agreement are subject to the Freedom of Information and Protection of Privacy (Saskatchewan).

15.6 In reading and interpreting this Agreement:

- a) the headings used throughout this Agreement are inserted for reference purposes only and are not to be considered in construing the terms and provisions of any section or clause and are not to be deemed in any way to qualify, modify or explain the effects of such provisions or terms;
- b) the recitals set out at the beginning of this Agreement and any attached Schedules form part of this Agreement;
- c) the Word "Purchaser" shall be read and interpreted as in the plural instead of the singular number, if there is more than one purchaser named, and the terms and conditions of this Agreement shall be binding on the purchasers individually as well as jointly;
- d) the word "shall" is to be read and interpreted as mandatory and the word "may" is to be read and interpreted as permissive; and
- e) any bolding or capitalization of portions of this Agreement have been inserted for emphasis only and are not to be construed as affecting the interpretation or construction of this Agreement.

THE PURCHASER has executed this contract on the _____ day of _____, 20__.

THE TOWN has executed this Contract on the _____ day of _____, 20__.

TOWN OF LEADER

PURCHASER

Aaron Wenzel, Mayor

Per: _____

Erin Romanuik. CAO

Per: _____

SEAL

Witness to signature of Purchaser