

CITY OF REGINA – TAX TITLE SALE OF LAND BY PUBLIC TENDER

Instructions to Bidders

TAKE NOTICE that tenders by sealed bid are invited for the purchase of the land(s) described below and will be received in an envelope clearly marked “**1355SJS Attn: Real Estate**”, until **2:00 p.m. local time on Monday, December 9th, 2024** at the Ambassador’s desk main floor City Hall, 2476 Victoria Avenue, Regina, Saskatchewan, S4P 3C8.

The tenders will be opened in public on the same day at 2:30 p.m. in the Board Room at the Parks and Facilities Administration Building located at 1430 4th Ave.

Description of Land(s):

Address: 1355 St John Street

Subdivision: C: OLD 33, Warehouse 2

Approximate Land Area: 18,729sq.ft.

Legal Description: Lot 11-Blk/Par 187-Plan OLD33 Ext 0; Lot 12-Blk/Par 187-Plan OLD33 Ext 0; Lot 13-Blk/Par 187-Plan OLD33 Ext 0; Lot 14-Blk/Par 187-Plan OLD33 Ext 0; Lot 15-Blk/Par 187-Plan OLD33 Ext 0; Lot 16-Blk/Par 187-Plan OLD33 Ext 0; ISC Parcels: 106987393; 107285755; 106987382; 106987371; 106987360; 106987359

2024 Annual Land Taxes: \$8,154.79 (estimated)

Current Zoning: IL – Light Industrial

Conditions of Sale:

- Tenders must be submitted on the prescribed **1355SJS** and must be accompanied by a deposit of 20 per cent of the tender amount, which deposit shall be made by way of a certified cheque/bank draft/money order payable to the City of Regina.
- Tender Packages are available by download at Regina.ca or can be obtained by contacting the City of Regina Real Estate Branch at 306-536-2152 or RealEstate@regina.ca
- The Tender Package includes:
 - These Instructions to Bidders
 - A map identifying the property location
 - Form 1355SJS
 - The Frequently Asked Questions Document
 - Sample sale agreement
 - Phase I Environmental dated September 21, 2022.
- The City of Regina makes no representation regarding the title to or any other matters including environmental condition, relating to the lands to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

- The subject property will be sold on an "as is" basis only. There are no representations or warranties, expressed or implied, as to the fitness of the building and land for any particular purpose.
- The City is aware, based solely on a Phase I Environmental Site Assessment by WSP E&I Canada Limited, dated September 21, 2022 (the "Environmental Report"), that the subject property was formerly the site of a chemical manufacturing facility, including fertilizer and herbicide/pesticide and may be impacted by soil contamination. For information purposes only, upon request, the City shall make available the Environmental Report to prospective purchasers but the City makes no representation or warranty as to the accuracy or completeness of such Environmental Report. Prospective purchaser shall be responsible for performing whatever due diligence it considers appropriate.
- The City of Regina has the right to refuse any bid submitted.
- The City of Regina's role as regulatory, statutory or approving authority of subdivision applications, zoning regulations, development approvals and building permits is separate and distinct from, and not to be related in any way with its role as the seller of the subject property.
- The purchaser must enter into a binding land purchase and sale agreement with the City within 30 days of the City giving notice of its offer being accepted.
- No multiple bids for a single property will be accepted.
- No conditional bids will be accepted.
- The purchaser is responsible for fees of transfer of title.
- Property taxes will be adjusted as per the possession date.
- Please note tender is subject to reserve bid.

For further information regarding this sale and a copy of the Tender Package, contact:

City of Regina Real Estate Branch
P: 306-536-2152
E: RealEstate@regina.ca

TAX TITLE SALE OF LAND BY PUBLIC TENDER FREQUENTLY ASKED QUESTIONS

FAQ

What is the current zoning of the property?

The property is in the Light Industrial - IL

What are the permitted uses of the property?

Based on the current Light Industrial zoning, permitted uses include Assembly, Ceremonial; Industry, Artistic; Industry, Laboratory; Industry, Light; Institution, Training; Service Trade, Light; Storage, Personal; Storage, Warehousing; Transportation, Parking Structure; Transportation, Terminal. There are several other uses that could be allowed based on other thresholds as outlined in *The Zoning Bylaw, 2019*. For further information, please contact City Planning at 306-777-7000.

What if I would like to use the property for a different purpose other than light industrial, would that be allowed?

The City Real Estate Branch is selling the parcel on an “as is” only basis under the authority of *The Tax Enforcement Act*. There are no representations or warranties, expressed or implied, as to the fitness of the land for any particular purpose. The City of Regina’s role as administrator or regulator of subdivision applications, zoning regulations, development approvals and building permits is separate and distinct from, and not to be related in any way with its role as the seller of the subject property.

Should you have questions about the zoning or zoning amendments related to this property, contact 306-777-7000 and ask to be transferred to City Planning for specific information on the processes and clarification of zoning.

Are the buildings on this lot structurally sound?

The City is selling the property on an “as is” only basis. That would include all structures.

What are the costs associated with a rezoning or subdivision of this property?

The list of City’s fees related to the Zoning process can be found [here](#) or call 306-777-7000 and ask to speak to a representative from Current Planning.

Are the current water and sewer connection services to the building in good condition?

As previously indicated, the property is being sold on an “as is” only basis. It would be the responsibility of the purchaser to investigate and satisfy their concerns with the existing utility infrastructure for servicing this building.

When would the City choose the successful offer?

The City will advertise the property for three weeks. Tenders will be publicly opened and reviewed Monday, December 9th, 2024 at 2:30 p.m. in the Board Room at the Parks and Facilities Administration Building located at 1430 4th Ave. Proponents will be contacted within two weeks of this date.

When is the possession date for the sale?

The possession date will be negotiated with the successful proponent.

How much of a deposit is required prior to the purchase?

A deposit of 20% of your bid must be included with your tender. If your tender is not successful, your deposit will be returned.

Are there any conditions to the sale?

No Conditions will be accepted.

Can I submit an offer to purchase for the property on my own form/agreement?

No, the City requires that all tenders be submitted on the City provided tender 1355SJS in a sealed envelope.

When is my offer considered accepted?

Until a formal agreement is executed by both the City and the person making the tender, the City does not intend to create any contractual relationship (either expressed or implied) or create any other legal duties or obligations with you or any other person making a tender. You may revoke your tender at any time prior to its acceptance by giving written notice to the City.

Tender By Sealed Bid

FORM 1355SJT

Civic Address: 1355 St John Street, Regina, Saskatchewan.

LEGAL DESCRIPTION: Lot 11-Blk/Par 187-Plan OLD33 Ext 0;
Lot 12-Blk/Par 187-Plan OLD33 Ext 0;
Lot 13-Blk/Par 187-Plan OLD33 Ext 0;
Lot 14-Blk/Par 187-Plan OLD33 Ext 0;
Lot 15-Blk/Par 187-Plan OLD33 Ext 0;
Lot 16-Blk/Par 187-Plan OLD33 Ext 0;
ISC Parcels: 106987393; 107285755; 106987382;
106987371; 106987360; 106987359

AMOUNT TENDERED*: \$ _____

DEPOSIT AMOUNT**: \$ _____

****Deposit amount is 20% of the Amount Tendered by way of bank draft, certified cheque or money order.**

***The purchaser is responsible for any applicable taxes.**

Name of Purchaser: _____

Address: _____

Phone # : _____

E-mail: _____

Purchaser's Solicitors Name: _____

Address/Phone #: _____

I have read and acknowledge the conditions of sale within the tender information package.

Signature: _____

Date: _____

Appendix A

1:350



Financial Strategy & Sustainability/Land & Real Estate/Real Estate



Project: Subject Land

Civic Address: 1355 St John Street

Legal Description: Lot 14-Blk/Par 187-Plan OLD33 Ext 0,
Lot 16-Blk/Par 187-Plan OLD33 Ext 0, Lot 12-Blk/Par 187-Plan OLD33 Ext 0,
Lot 13-Blk/Par 187-Plan OLD33 Ext 0, Lot 15-Blk/Par 187-Plan OLD33 Ext 0,
Lot 11-Blk/Par 187-Plan OLD33 Ext 0



LAND SALE AGREEMENT

(Vacant Land)

THIS AGREEMENT (the "Agreement") dated the ____ day of _____, 2024

BETWEEN:

THE CITY OF REGINA

(the "City")

-and-

***[PURCHASER NAME]**

(the "Purchaser")

WHEREAS the City is the owner of the following lands:

Civic Address: *[CIVIC ADDRESS]

Surface Parcel #*[PARCEL #]

Reference Land Description: *[LAND DESCRIPTION]

(the "**Property**");

AND WHEREAS the City wishes to sell the Property to the Purchaser and the Purchaser wishes to purchase the Property from the City, subject to the terms and conditions of this Agreement;

NOW THEREFORE IN CONSIDERATION of the recitals and covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PURCHASE AND SALE.** On and subject to the terms of this Agreement and in consideration of the payment of the Purchase Price (as defined below), the City agrees to sell the Property to the Purchaser, and the Purchaser agrees to buy the Property from the City.
2. **PURCHASE PRICE.** The Purchase Price to be paid to the City by Purchaser for the Property is *[AMOUNT IN WORDS] Dollars (\$*[AMOUNT]) plus applicable Goods and Services Tax ("**GST**") in the amount of *[AMOUNT IN WORDS] Dollars (\$*[AMOUNT]), subject to such adjustments, if any, as may be provided herein (the "**Purchase Price**").

3. **DEPOSIT.** The City acknowledges receipt of payment by the Purchaser to the City in the amount of ***[AMOUNT IN WORDS]** Dollars (**[\$*[AMOUNT]** of as a deposit toward the Purchase Price. (the "Deposit").

4. **PAYMENT OF DEPOSIT.** The Deposit:

- (a) shall be non-refundable to the Purchaser upon satisfaction or waiver of the **conditions precedent in sections 7 and 8** of this Agreement;
- (b) shall be returned to the Purchaser, in the event that any of the conditions precedent in **sections 7 and 8 of this Agreement** have not been satisfied or waived on or before the applicable date for the same, and thereupon neither party shall be under any further obligation to the other and the provisions of this Agreement shall be null, void and of no further force or effect;
- (c) shall be returned to the Purchaser forthwith, without deduction, if the transaction is terminated as a result of a default by the City; and
- (d) shall be forfeited to the City forthwith if the transaction is terminated as a result of a default by the Purchaser, without deduction and without prejudice to any other claims which the City may have against the Purchaser by reason of such default.

5. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid or satisfied on Closing as follows:

- (a) the Deposit shall be released to the City;
- (b) the balance of the Purchase Price, subject to adjustments contained in this Agreement, shall be paid to the City by certified cheque issued by a major Canadian bank or irrevocable electronic funds transfer;
- (c) the Purchase Price or any portion thereof not remitted within the times provided in this Agreement shall bear interest at the rate equal to the Bank of Canada Overnight Target Rate plus 3.0% per annum from the Closing Date to and including the date of payment.

6. **GOODS AND SERVICES TAX.**

- (1) 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.

- (2) 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.
- (3) The City is hereby irrevocably authorized and permitted to contact Canada Revenue Agency to confirm such GST registration, and Canada Revenue Agency and its various agents and representatives are hereby authorized to provide information to the City confirming the status of the Purchaser's registration for the purposes of the GST under the *Excise Tax Act (Canada)*.
- (4) In the event that Her Majesty the Queen in Right of Canada or any agent or department thereof shall reassess the City or the Purchaser in connection with this transaction, and part of such reassessment shall be to the effect that the City should have collected the goods and services tax from the Purchaser and the exception for the responsibility of collecting the GST under Subsection 221(2) of the *Excise Tax Act (Canada)* does not apply, the Purchaser shall indemnify and save harmless the City for all costs, expenses and charges of every and any nature whatsoever arising from, incidental to or related to such assessment or reassessment including but not limited to any legal fees and disbursements incurred by the City (on a solicitor and client basis) as well as any sums that may be payable by the City under the *Excise Tax Act (Canada)* including but not limited to GST, interest and/or penalties.

7. **CITY'S CONDITIONS.** The City's obligation to sell the Property to the Purchaser is subject to the satisfaction of the following conditions (which are for the exclusive benefit of the City and may be waived by the City, in whole or in part):

- (a) that on or before *[condition removal date], City Council shall have approved, by resolution duly adopted, the City entering into this Agreement, if required.

Notwithstanding the foregoing, the date specified for satisfaction of any condition maybe extended upon the written consent of the Purchaser, and provided that the City is diligently pursuing satisfaction of the condition, shall not be unreasonably withheld. The City shall notify the Purchaser in writing whether each condition precedent has been satisfied or are waived on or before such applicable date, failing which notice the condition(s) precedent will be deemed not to have been satisfied or waived.

8. **PURCHASER'S CONDITIONS.** The Purchaser's obligation to purchase the Property from the City is subject to the satisfaction of the following conditions (which are for the exclusive benefit of the Purchaser and may be waived by the Purchaser, in whole or in part):

(a) that on or before *[condition removal date], *[Purchaser conditions];

Notwithstanding the foregoing, the date specified for satisfaction of any condition maybe extended upon the written consent of the City, and provided that the Purchaser is diligently pursuing satisfaction of the condition, shall not be unreasonably withheld. The Purchaser shall notify the City in writing whether each condition precedent has been satisfied or waived on or before such applicable date, failing which notice the condition(s) precedent will be deemed not to have been satisfied or waived.

9. **PERMITTED ENCUMBRANCES.** The City agrees that on Closing, the Property shall be transferred to the Purchaser free and clear of all liens, charges and encumbrances whatsoever, excepting the following:

(a) *[encumbrance – all existing interests registered on title as of the date of this Agreement];

(b) *[encumbrance];

(c) *[encumbrance];

(d) electrical, telephone, gas line, pipe line or other easements or rights of way required or requested by the municipality or any other utility authorities for provision of such utilities or services as a result of the Purchaser's development of the Property; and

(e) any interest registrations, caveats, easements, liens or charges as may be made or suffered by the Purchaser

(the "Permitted Encumbrances").

10. **TAX TITLE AND PURCHASER'S DUE DILIGENCE.** The Purchaser acknowledges that the City acquired title to the Property through tax enforcement

proceedings, and has neither conducted municipal operations at the Property nor commissioned any environmental audits or assessments with respect thereto. The Purchaser further agrees that:

- (a) it is buying the Property on an "as is where is" basis and without any warranty or condition from the City as to title, encumbrances, description, zoning, official plan designation, fitness or suitability for purpose, quality and availability of services to the Property, the existence or non-existence of any environmental contamination, or in respect of any other manner or thing, except as are expressly contained or referred to in this Agreement;
- (b) it is the Purchaser's obligation to perform whatever due diligence it considers appropriate; and
- (c) this section shall survive the completion of this transaction.

11. **CITY'S REPRESENTATIONS.** The City represents and warrants to the Purchaser (which representations and warranties shall survive for a period of two years following the Closing) that:

- (a) the City is the sole registered and beneficial owner in fee simple of the Property, subject only to the Permitted Encumbrances, and will continue to be so as of the Closing Date;
- (b) the City is not a non-resident of Canada within the meaning and intended purpose of section 116(1) of the *Income Tax Act (Canada)*;
- (c) upon satisfaction of the condition in section **, this Agreement, the execution and delivery thereof by the City, and the performance by the City of all of its obligations hereunder have been duly authorized by all necessary corporate action on the part of the City;

The City makes no other representations or warranties with respect to the condition of the Property, compliance of the Property with applicable laws, regulations, by-laws, ordinances or other requirements having the force of law (whether federal, provincial or municipal), or any other matter relating to the Property.

12. **PURCHASER'S REPRESENTATIONS.** The Purchaser represents and warrants to the City (which representations and warranties shall survive for a period of two years following the Closing) that:

- (a) the Purchaser is not a non-resident of Canada within the meaning and intended purpose of section 116(1) of the *Income Tax Act (Canada)*;
- (b) the Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of the Province of Saskatchewan and has all the requisite corporate power, authority and capacity to execute and deliver and perform each of its obligations pursuant to this Agreement; and
- (c) this Agreement, the execution and delivery thereof by the Purchaser, and the performance by the Purchaser of all of its obligations hereunder have been duly authorized by all necessary corporate and other action on the part of the Purchaser, and this Agreement will constitute legal, valid and binding obligations of the Purchaser enforceable against it in accordance with its terms.

13. **CITY'S COVENANTS.** The City covenants and agrees with the Purchaser that the City:

- (a) shall not deal with the Property prior to the Closing Date in any way that could adversely affect the proposed use of the Property by the Purchaser; and
- (b) shall not mortgage or otherwise encumber the Property and shall discharge, on or before Closing, all encumbrances (other than the Permitted Encumbrances).

14. **PURCHASER'S COVENANTS.** The Purchaser covenants and agrees with the City:

- (a) to pay to the City the Purchase Price and any applicable interest thereon;
- (b) to pay all land taxes, rates levies, water rates, utility charges, assessments and any other impositions of the Property, imposed by any authority in relation to the Property or the Purchaser's possession or occupancy of the Property;
- (c) to grant, without compensation, any easement or right-of-way required by the City, SaskPower, SaskEnergy, SaskTel and any other provincial utilities in relation to the Property;
- (d) to indemnify and save the City harmless from and against any and all manner of claims, damages, loss, costs, charges, actions, causes of

action, judgments or awards suffered by or imposed upon the City or its property, either directly or indirectly, in respect of any manner or thing in consequence of, in connection with or arising out of the occupancy or use of the Property by the Purchaser, including any demolition or construction of any structure on the Property; and

- (e) that the Purchaser is solely responsible for any development of the Property, including without limitation obtaining all required regulatory permits, approvals and consents, ensuring compliance of the development with all governmental laws, regulations, by-laws, ordinances and other requirements having the force of law with respect to any development or use of the Property following Closing, whether federal, provincial or municipal.

15. **RISK.** Up to and including the Closing Date, the Property shall be and remain at the risk of the City. After the Closing Date, the Property shall be and remain at the risk of the Purchaser.

16. **CLOSING DATE AND POSSESSION.**

(1) The date of closing of this transaction is *[closing date] / [the date which is [number] days following the satisfaction or waiver of the conditions set out in sections 7 and 8], or on such other date as may be agreed upon in writing by the parties (the “Closing Date”).

(2) The Purchaser shall have possession of the Property on the Closing Date.

(3) All covenants and conditions of this Agreement will be completed by each of the parties on or before the Closing Date.

17. **ADJUSTMENTS.** The balance due on Closing shall be adjusted, as of the Closing Date, for any adjustments provided for in the other sections of this Agreement, and any other items which are usually adjusted for on purchase and sale transactions of property similar to the Property (if any), with the Closing Date and all times thereafter to be for the account of the Purchaser.

18. **CLOSING MATTERS.**

(1) The City shall bear the cost of discharge any encumbrances registered against the Property on Closing other than the Permitted Encumbrances. The Purchaser shall be responsible for the cost of the registration fees for the transfer.

- (2) The City agrees to deliver the following to the Purchaser on or before the Closing Date:
 - (a) a registrable transfer and such other related documents, as may be required, to convey its interest in the Property to the Purchaser at Closing, subject only to the Permitted Encumbrances;
 - (b) a statement of adjustments, prepared in accordance with this Agreement; and
 - (c) such other documents as may reasonably be required by the Purchaser and are customarily utilized for sale transactions involving properties similar to the Property.
 - (3) The Purchaser agrees to deliver the following to the City on or before the Closing Date:
 - (a) the GST Exemption Certificate, as described in section 6;
 - (b) the balance of the Purchase Price payable to the City as described in section 5; and
 - (c) such other documents as may reasonably be required by the City and are customarily utilized for sale transactions involving properties similar to the Property.
 - (4) 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 or are customarily utilized for sale transactions involving properties similar to the Property.
19. **NOTICES.** Any notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:
- (a) to the City at:
Real Estate Branch
City Hall, 2476 Victoria Avenue

Regina, Saskatchewan S4P 3C8
Attention: Keith Krawczyk

(b) to the City's Lawyers at:
City Solicitor's Office
City Hall
2476 Victoria Avenue
Regina, Saskatchewan S4P 3C8
Attention: Cheryl Willoughby

(c) to the Purchaser at:
*

Attention: *

(d) to the Purchaser's Lawyers at:
*
Attention: *

20. **PAYMENT EXTENSION.** 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, then such date(s) shall be extended to the next following business day.
21. **COMMISSIONS.** The City and the Purchaser each represent and warrant to the other that neither has engaged any real estate agent or broker in connection with this purchase and sale transaction and accordingly no commissions are payable to any real estate brokers or agents.
22. **SASKATCHEWAN LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
23. **SCHEDULES.** All schedules annexed or to be annexed to this Agreement (if any) shall form a part hereof and have the same force and effect as if the information contained therein was included in the body of this Agreement.
24. **WAIVER.** 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 other covenant or provision or term hereof.

25. **NON-MERGER.** The parties' respective representations, warranties, covenants, and agreements contained in this Agreement shall not merge on but shall survive the Closing for the survival period set forth in **sections 7 and 8**.
26. **SEVERABILITY.** 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.
27. **ASSIGNMENT; SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned by the City or the Purchaser without the prior written consent of the other. This Agreement and its provisions shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. 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, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.
28. **TIME OF THE ESSENCE.** Time shall in all respects be of the essence of this Agreement.
29. **HEADINGS.** 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.
30. **INTERPRETATION.** 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. 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, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.
31. **ENTIRE AGREEMENT.** This Agreement 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.
32. **WAIVER OF ACTS.** The parties hereby covenant and agree that:
- (1) *The Land Contracts (Actions) Act, 2018* of the Province of Saskatchewan shall have no application to any action as defined in the said Act, with respect to this Agreement;

- (2) *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to:
- (ai) this Agreement or any instrument entered into by the City or the Purchaser involving the payment by it of money, or its liability to pay money in connection with this Agreement;
 - (b) any agreement or instrument renewing or extending or collateral to this Agreement or such instrument; or
 - (c) the rights, powers or remedies of the City or the Purchaser under this Agreement or under any other agreement or instrument referred to or mentioned in paragraph (b)(i) or (b)(ii) hereof;

it being provided that the agreement of the Purchaser to clause (a) above shall apply only in the event that the Purchaser is a “body corporate” within the meaning of *The Land Contracts (Actions) Act, 2018*; and the agreement of the Purchaser to clause (b) above shall apply only in the event that the Purchaser is a “corporate body” within the meaning of *The Limitation of Civil Rights Act*, or in the event that this Agreement is wholly assigned by the Purchaser to a “body corporate” or a “corporate body” and the condition(s) of the consent of the City to such assignment by the Purchaser include the application of this section to the corporate assignee.

33. **CITY AS PROPERTY OWNER.**

- (1) 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.
- (2) 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.
- (3) 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 that 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 is acting in a legislative or quasi-judicial capacity and reserves a full measure of discretion in considering such applications.

34. **COUNTERPARTS AND ELECTRONIC EXECUTION.** This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by sending a scanned copy ("PDF" or "tif") by electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF THE PARTIES have executed this Agreement as of the day and year set forth above.

THE CITY OF REGINA

(seal)

City Clerk

***[PURCHASER]**

(seal)

Witness

Per:

AFFIDAVIT OF EXECUTION

CANADA) I, _____
) of Regina, Saskatchewan
PROVINCE OF SASKATCHEWAN) MAKE OATH AND SAY THAT:

- 1 I was personally present and did see *, named 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 _____, 20____, and that I am the subscribing witness thereto;
- 3 I know *, and they are in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____, 2024.)
) _____
)
)
)
)

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan.
Being a solicitor

