



CITY OF ESTEVAN



'GLEN PETERSON INDUSTRIAL PARK'

**PARCEL INFORMATION PACKAGE
UPDATED APRIL 2015**



Contact:

**City of Estevan
Land Development Services Division
1102 Fourth Street, Estevan, Saskatchewan
S4A 0W7**

**Tel: (306) 634-1821
Fax: (306) 636-2199
Email: rdenys@estevan.ca**

GLEN PETERSON INDUSTRIAL PARK

CITY OF ESTEVAN
'GLEN PETERSON INDUSTRIAL PARK'
LAND SALE PROVISIONS

All parcel sales in the '*Glen Peterson Industrial Park*' are subject to the Purchaser entering into a standard Land sales agreement prepared by the City of Estevan. Prospective purchasers are advised to carefully review the agreement in its entirety. Provisions of the Agreement include:

- Purchaser is required to put down a non-refundable deposit (equal to 5% of the purchase price), payable upon the Purchaser's execution and delivery of the land sales agreement to the City. Full payment of the parcel price is required no later than 30 days after the agreement execution date.
- Both a Development Permit and Building permit are required to be obtained prior to any development commencing on the property. Complete and detailed site and landscaping plans are required as part of the development permit application. A building permit will not be issued prior to the issuance of a development permit.
- Utility and/or drainage easements are registered on certain parcels in the subdivision and the provisions of those easements must be complied with.
- Land transfers are subject to certain restrictions and limitations [see agreement].
- A \$3,000.00 performance deposit is required at the time of the building permit application.
- The land sales agreement will be registered as an interest on the title to the parcel and the provisions of the agreement will extend to the purchaser and any subsequent owner of the land.
- **A COPY OF A [DRAFT] STANDARD LAND SALES AGREEMENT IS INCLUDED IN THIS INFORMATION PACKAGE AND MUST BE REVIEWED IN ITS ENTIRETY.**
- **ANY PERSON OR PARTY WANTING TO PURCHASE A LOT MUST CONTACT THE CITY OF ESTEVAN LAND DEVELOPMENT SERVICES MANAGER, AT 1102 FOURTH STREET, ESTEVAN, SASKATCHEWAN, 306-634-1821, rdenys@estevan.ca**

GLEN PETERSON INDUSTRIAL PARK-Parcel Prices

Sep-09
Current to June 19, 2014

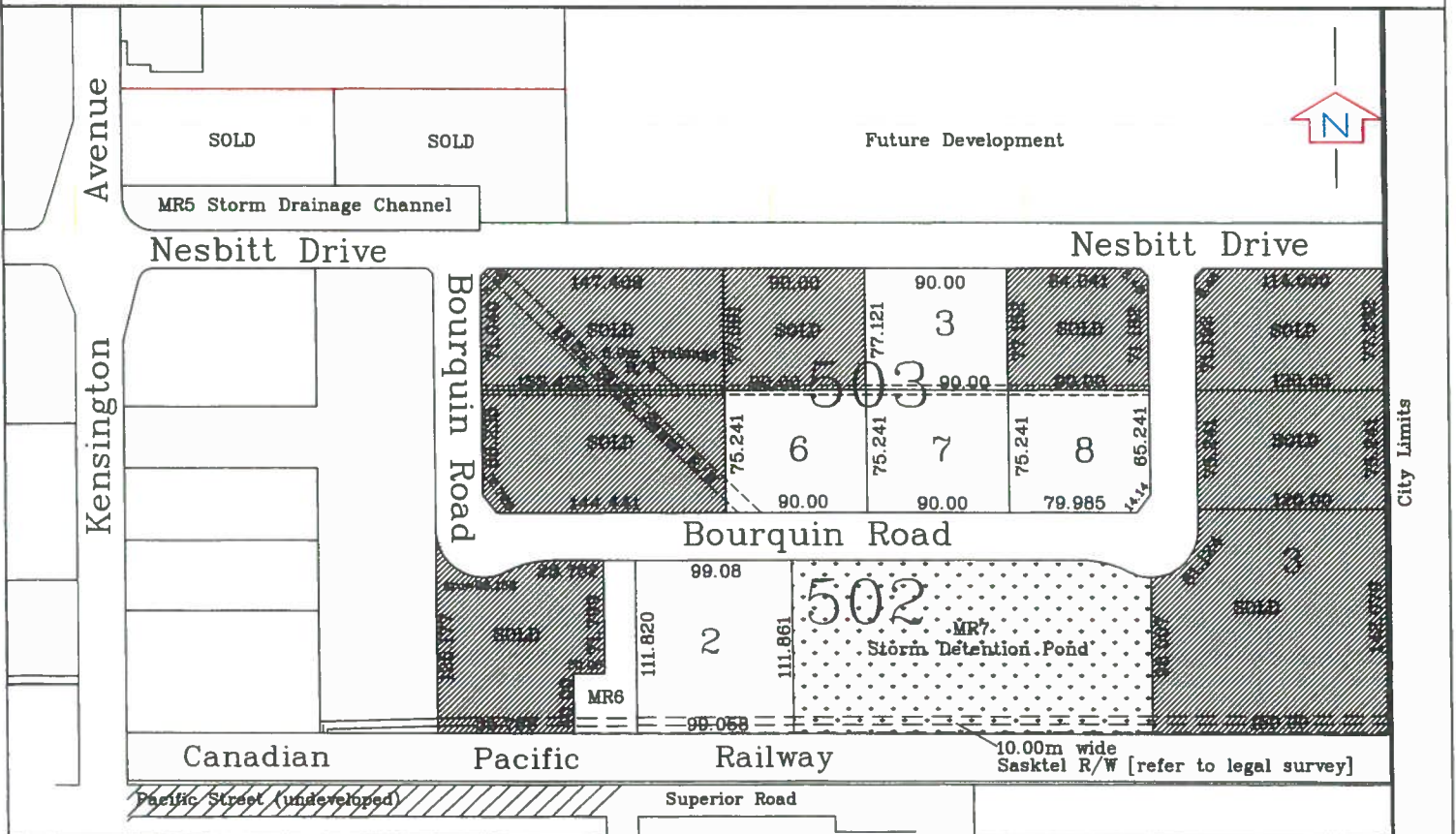
Civic Address	Lot #	Block #	Plan #	*Zoning	Lot Area sqm	Lot Area Acres	Lot Frontage meters	Selling Price	
508 Nesbitt Drive	1	503	101998851	M3	11817	2.92	147.409	\$590,105.00	SOLD
516 Nesbitt Drive	2	503	101998851	M3	6928	1.71	90.000	\$440,946.00	SOLD
524 Nesbitt Drive	3	503	101998851	M3	6927	1.71	90.000	\$440,925.00	
532 Nesbitt Drive	4	503	101998851	M3	6907	1.71	84.041	\$440,465.00	SOLD
507 Bourquin Rd	5	503	101998851	M3	11521	2.85	144.441	\$584,858.00	SOLD
515 Bourquin Rd	6	503	101998851	M3	6772	1.67	90.000	\$437,185.00	
523 Bourquin Rd	7	503	101998851	M3	6772	1.67	90.000	\$437,185.00	
531 Bourquin Rd	8	503	101998851	M3	6722	1.67	79.985	\$436,462.00	
500 Bourquin Rd	1	502	101998851	M3	10680	2.64	107.246	\$522,874.00	SOLD
516 Bourquin Rd	2	502	101998851	M3	11079	2.73	116.763	\$596,091.00	
532 Bourquin Rd	3	502	101998851	M3	20302	5.02	58.134	\$756,951.00	SOLD
540 Bourquin Rd	4	502	101998851	M3	9029	2.23	75.241	\$456,322.00	SOLD
548 Bourquin Rd	5	502	101998851	M3	9211	2.28	114.000	\$560,367.00	SOLD

*Zoning: M-3 Industrial Business Park

*Lot Prices include full development costs including water, sanitary sewer, drainage, service connections (to property lines) future Asphalt Road paving.

*G.S.T is to be added to the lot prices shown.

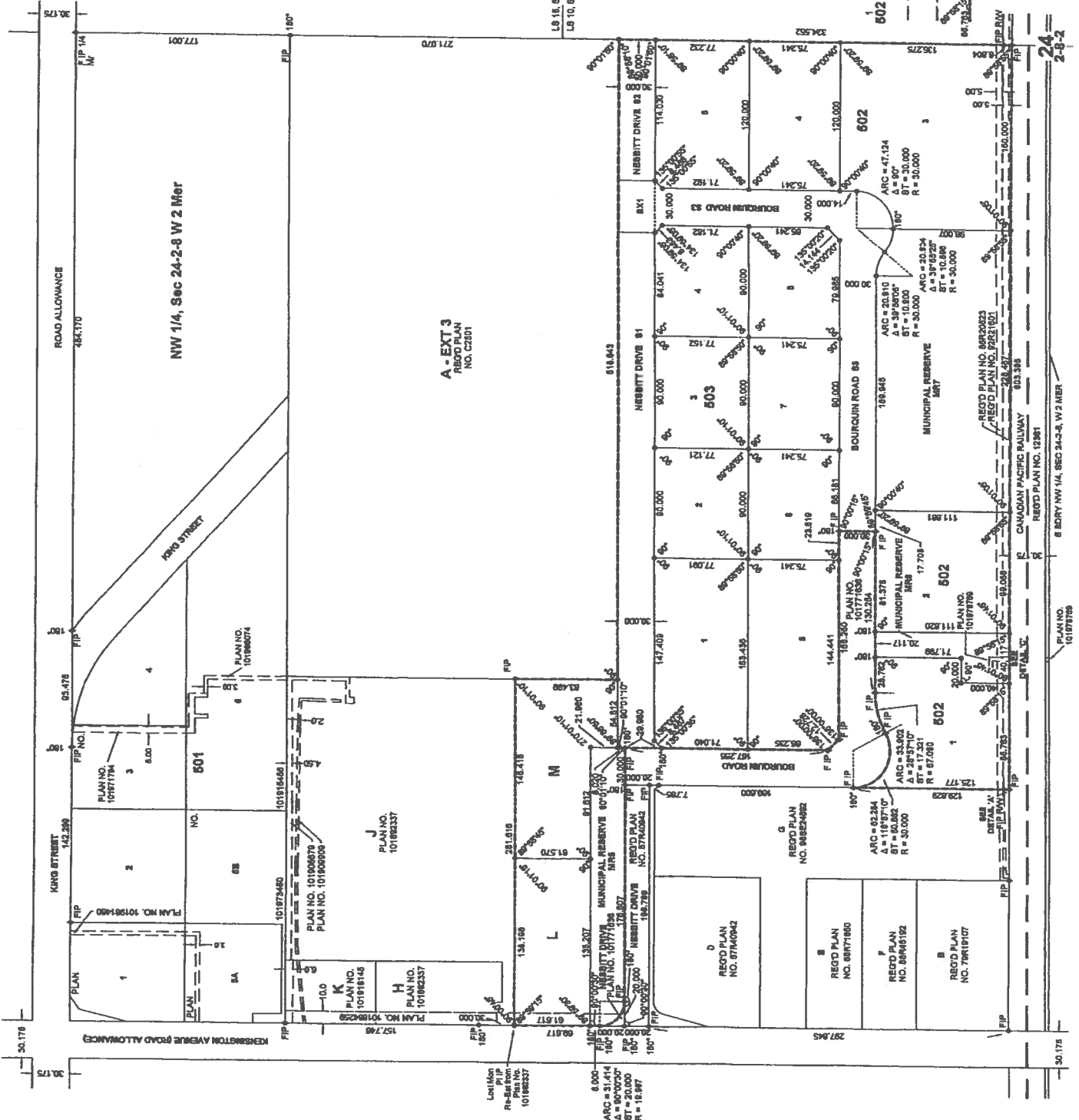
NOTE: Please refer to Legal Survey Plan #101998851 for Accurate Parcel Dimensioning



**PLAN OF SURVEY SHOWING
SURFACE SUBDIVISION OF PART OF
PARCEL A, REG'D PLAN NO. C2501
IN THE NW 1/4, SEC 24,
TWP 2, RGE 8, W 2 MER
ESTEVAN, SASKATCHEWAN
BY D. J. QUIRK, SLS
JULY, 2008
SCALE 1:2000**

LEGEND:

- Measurements are in metres and decimals thereof.
- The Unique Identifier of 8034 has been stamped on all established Standard Iron Posts.
- Area to be approved is outlined by a heavy dashed line.
- Areas shown within the line of approval have extension 0 unless otherwise shown.
- Standard road allowances are 30.175 metres in width.
- Standard Iron Posts planted are shown thus .
- Standard Iron Posts found are shown thus .



Lot Mon
P.I.P.
Re-Bar
P.S. No.
10198851

ARC = 81.414
Δ = 90°00'00"
ST = 30.000
R = 18.997

ARC = 20.810
Δ = 39°50'00"
ST = 10.800
R = 30.000

ARC = 20.810
Δ = 39°50'00"
ST = 10.800
R = 30.000

ARC = 20.810
Δ = 39°50'00"
ST = 10.800
R = 30.000

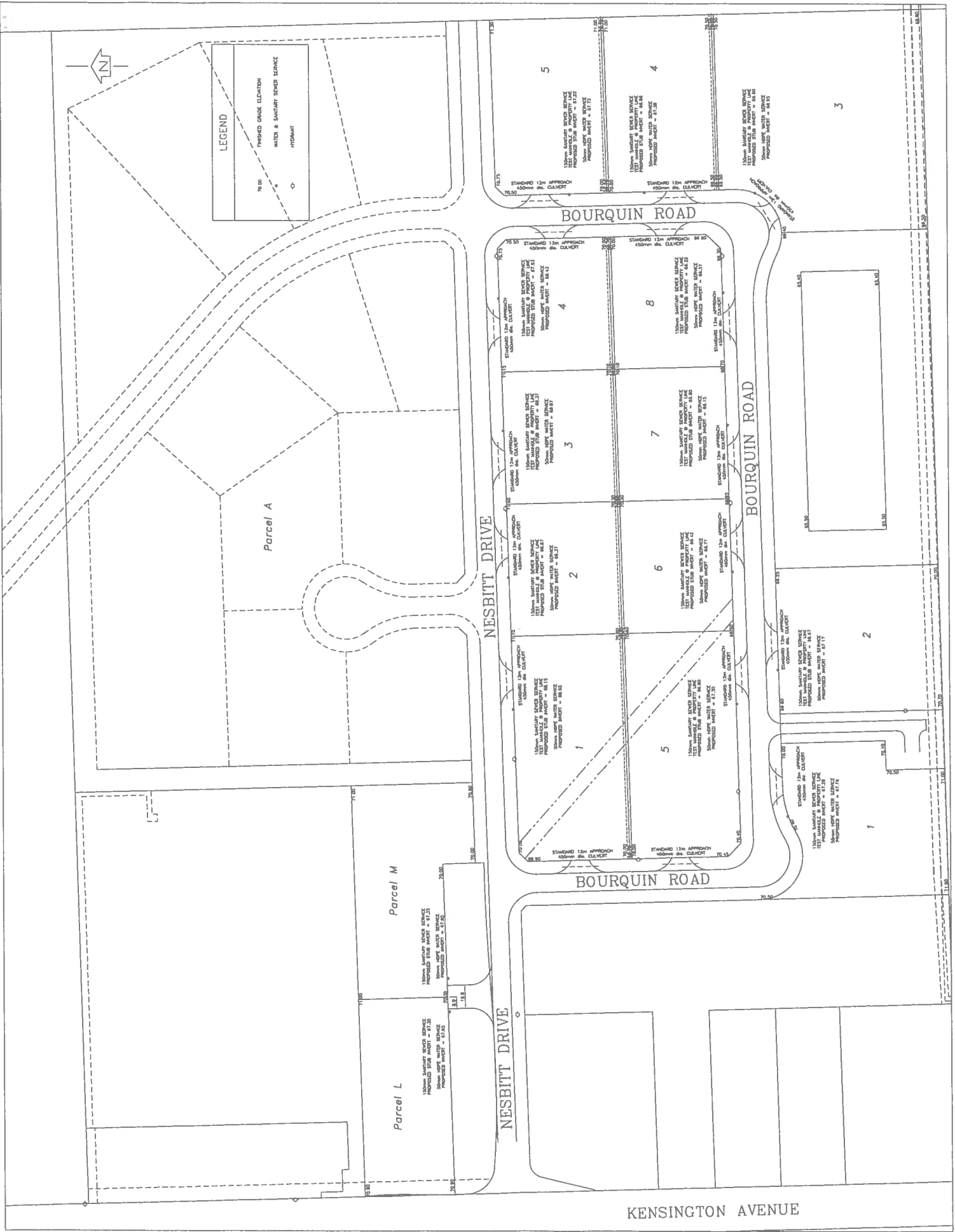
ARC = 20.810
Δ = 39°50'00"
ST = 10.800
R = 30.000

ARC = 20.810
Δ = 39°50'00"
ST = 10.800
R = 30.000

ARC = 20.810
Δ = 39°50'00"
ST = 10.800
R = 30.000

ARC = 20.810
Δ = 39°50'00"
ST = 10.800
R = 30.000

ARC = 20.810
Δ = 39°50'00"
ST = 10.800
R = 30.000



LEGEND

- FINISHED GRADE ELEVATION
- WATER & SANITARY SEWER SERVICE
- MANHOLE

Parcel A

Parcel L

Parcel M

NESBITT DRIVE

BOURQUIN ROAD

BOURQUIN ROAD

BOURQUIN ROAD

KENSINGTON AVENUE

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.23
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.26

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.35
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.42

STANDARD 12" APPROACH
48" DIA. CULVERT

STANDARD 12" APPROACH
48" DIA. CULVERT

STANDARD 12" APPROACH
48" DIA. CULVERT

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48" DIA. CULVERT

STANDARD 12" APPROACH
48" DIA. CULVERT

STANDARD 12" APPROACH
48" DIA. CULVERT

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.17
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.21

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.23
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.26

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.29
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.33

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.35
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.39

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.41
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.45

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.47
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.51

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.53
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.57

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.59
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.63

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.65
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.69

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.71
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.75

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.77
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.81

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.83
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.87

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.89
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.93

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 87.95
12" WATER SERVICE
PROPOSED TIE-UP POINT = 97.99

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 88.01
12" WATER SERVICE
PROPOSED TIE-UP POINT = 98.05

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 88.07
12" WATER SERVICE
PROPOSED TIE-UP POINT = 98.11

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 88.13
12" WATER SERVICE
PROPOSED TIE-UP POINT = 98.17

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 88.19
12" WATER SERVICE
PROPOSED TIE-UP POINT = 98.23

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 88.25
12" WATER SERVICE
PROPOSED TIE-UP POINT = 98.29

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 88.31
12" WATER SERVICE
PROPOSED TIE-UP POINT = 98.35

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 88.37
12" WATER SERVICE
PROPOSED TIE-UP POINT = 98.41

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 88.43
12" WATER SERVICE
PROPOSED TIE-UP POINT = 98.47

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 88.49
12" WATER SERVICE
PROPOSED TIE-UP POINT = 98.53

12" SANITARY SEWER SERVICE
PROPOSED TIE-UP POINT = 88.55
12" WATER SERVICE
PROPOSED TIE-UP POINT = 98.59

DESCRIPTIVE PLAN TYPE II SHOWING

FEATURE RIGHT OF WAY FOR STORM WATER PIPELINE

in Lots 1, 5 & 6, Block 503, Plan No. 101998851

in the N.W. 1/4 Sec. 24 Twp 2 Rge 8 W2M

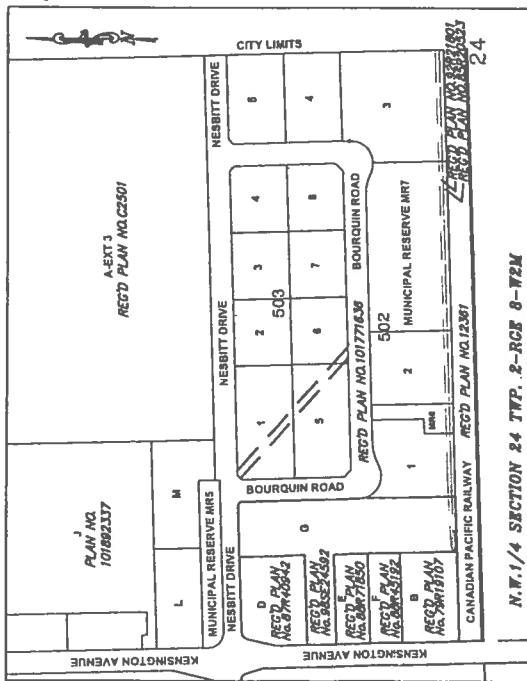
Estevan, Saskatchewan

By: City of Estevan

September 3, 2009

Metric Scale-1:1000

KEY PLAN



M
PLAN NO. 101998851

A-EXT 3
REG'D PLAN NO. C2501

MUNICIPAL RESERVE MR5

NESBITT DRIVE

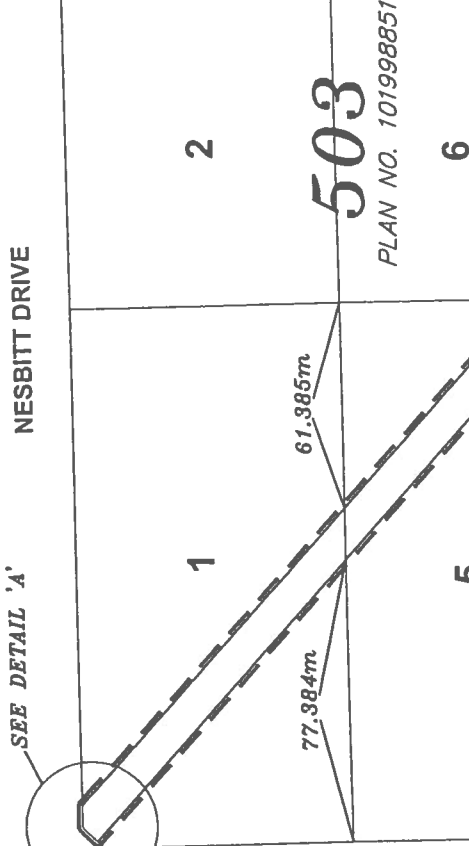
SEE DETAIL 'A'

NESBITT DRIVE

M
REG'D PLAN
NO. 98SE24592

BOURQUIN ROAD
REG'D PLAN NO. 101771636

503
PLAN NO. 101998851



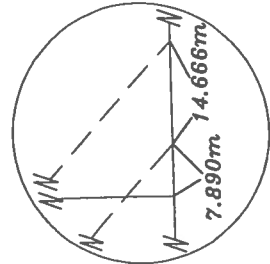
LEGEND

- Distances are in metres and three decimals thereof
- Area to be approved is outlined
- Right of way width is 10.000 metres
- All Parcels affected by this plan have Extension 0 unless otherwise noted

DETAIL 'A'
NTS



DETAIL 'B'
NTS



BOURQUIN ROAD

MUNICIPAL RESERVE MR6

502
PLAN NO. 101998851

MUNICIPAL RESERVE R7

1

2

N

N

N

N

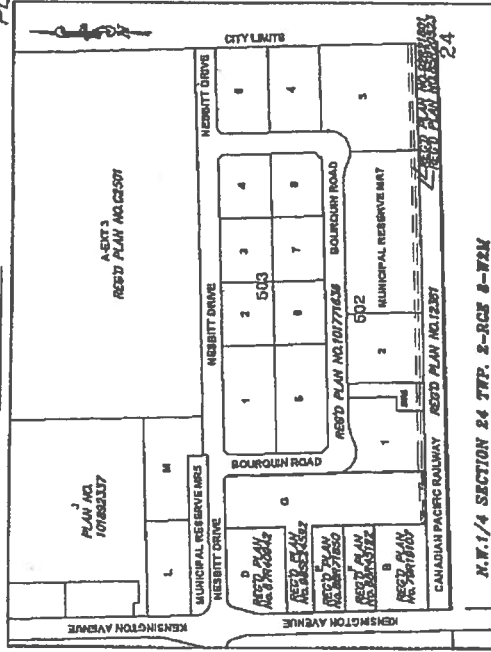
N

N

N

**DESCRIPTIVE PLAN TYPE II SHOWING
 FEATURE RIGHT OF WAY FOR STORM WATER DRAINAGE
 in Lots 1-8, Block 503, Plan No. 101998851
 in the N.W. 1/4 Sec. 24 Twp 2 Rge 8 W2M
 Estevan, Saskatchewan
 By: City of Estevan
 September 3, 2009
 Metric Scale-1:1500**

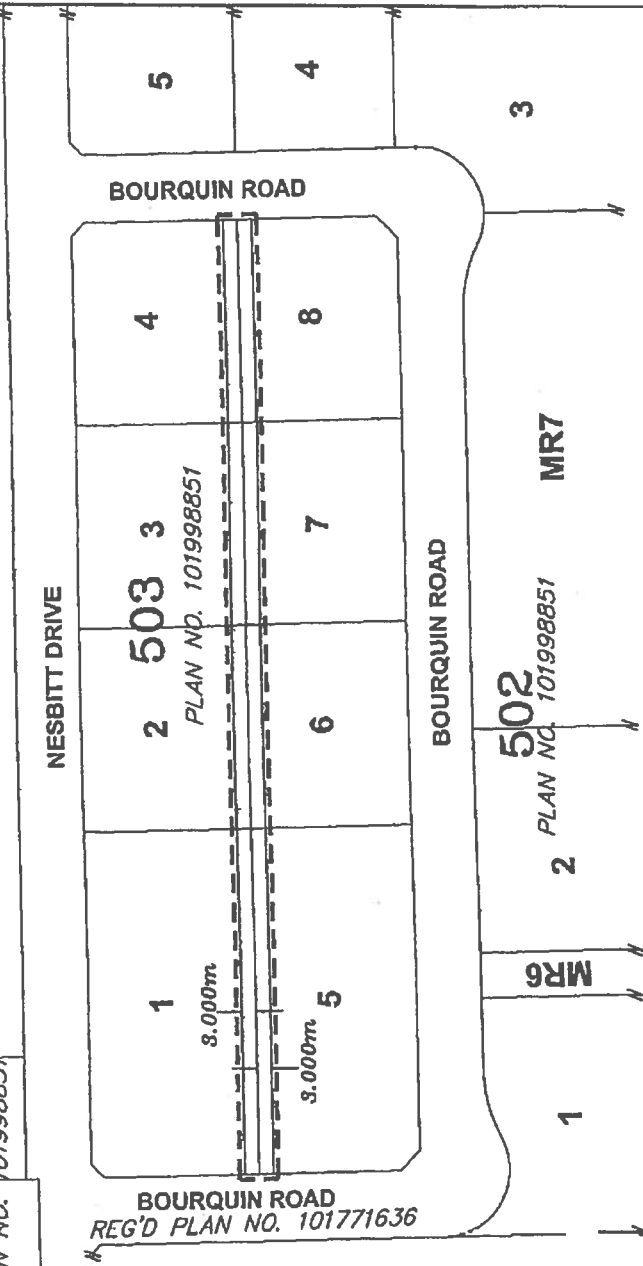
KEY PLAN



MR5 # 101998851
M
PLAN NO. 101998851

A

REG'D PLAN NO. C2501



LEGEND

- Distances are in metres and three decimals thereof
- Area to be approved is outlined by bold-dashed line
- Right of way width is 3.000 metres
- All Parcels affected by this plan have Extension 0 unless otherwise noted

THIS LAND SALES AGREEMENT MADE IN DUPLICATE THIS DAY OF
201.

BETWEEN:

THE CITY OF ESTEVAN, a Municipal Corporation, having its office at 1102 4th Street,
Estevan, Saskatchewan, S4A 0W7;

(hereinafter called "*the City*")

-and-

_____ of _____

(hereinafter called "*the Purchaser*")

WHEREAS, the City is the registered owner of a parcel of land located in the City of Estevan and legally described as:

Lot: _____
Block: _____
Registered Plan: _____
Estevan, Saskatchewan _____
Surface Parcel No; _____
Civic Address: _____

(hereinafter referred to as the '*said land*' as shown
on the attached plan marked 'Appendix A')

AND WHEREAS, the Purchaser has agreed to purchase from the City and the City has agreed to sell to the Purchaser the said land for a purchase price of _____ **DOLLARS**, plus **G.S.T** (the "*Purchase Price*") in accordance with the terms and conditions set out in this agreement.

AND WHEREAS, the City and the Purchaser acknowledge and agree that the said land is being sold for City approved uses allowed for under the City of Estevan Zoning Bylaw;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed by and between the City and Purchaser as follows;

TERMS AND CONDITIONS OF SALE

Payment of Purchase Price

1. The Purchaser shall purchase the said land from the City and the City shall sell the said land to the Purchaser for the Purchase price subject to the terms and conditions set out in this agreement. The Purchaser shall pay the Purchase price in the following manner:

- a) A deposit in the amount of _____ **DOLLARS** (5% of the purchase price) to be paid upon the Purchaser's signing of the agreement and submitting to the City on or before _____ (**Acceptance Date**).
 - b) The balance of the purchase price in the _____ **DOLLARS**, [plus G.S.T on the full purchase price], must be delivered to the City no later than 30 days after the Acceptance date, and more specifically no later than 4:30pm on or before _____ (**Closing Date**), failing which this Agreement shall automatically terminate, the Deposit shall be forfeited to the City and the Purchaser shall have no further interest in the said land, as more fully set out in Section 2.
2. In the event the Purchaser fails to pay the balance of the Purchase price on or before the Closing Date set out in subsection 1 b), the Deposit (plus any and all earned interest) will be immediately forfeited to the City on account of damages, and the interest of the Purchaser in the said land as created by this Agreement shall terminate without any legal proceedings being taken or any other Act being performed by the City, and the said land shall revert to and re-vest in the City. The Purchaser shall further promptly discharge any caveat, encumbrance, lein, charge or other instrument which the Purchaser or it's agent may have registered or caused to be registered against the title to the said land.

Possession Of Property

3. Subject to the Purchaser complying with the terms and conditions of the Agreement, vacant possession of the said land will be available to the Purchaser after the Purchaser pays the balance of the Purchase Price to the City in accordance with Section 1b).
4. The City agrees after the acceptance date to allow the Purchaser, and/or it's authorized representatives reasonable access to the said land for purposes of examining the said land and carrying out any tests or inspections including soil, ground water, or environmental tests or conducting surveys. The purchaser covenants and agrees to repair or pay the cost of repair of any damage occasioned during and resulting from the inspection of the said land conducted by the Purchaser or its authorized representatives.

Transfer of the said land and Interest registration

8. The City shall not be required to transfer title of the said land to the Purchaser unless and until:
 - a) The purchase price (plus G.S.T) has been paid to the City in full; or
 - b) The City has received a written request from the Purchaser's solicitor requesting transfer of the said land for the purposes of registering a mortgage and securing financing for the purchase and/or development of the said land.
9. Subject to Section 8 above, the City covenants and agrees to convey to the Purchaser (at the Purchaser's cost) the said land by a transfer under the Land Titles Act, subject to the conditions and reservations in the in the Certificate of Title thereto, which may include any

permitted encumbrances involving a public utility easement or development caveats on the said land. The costs of land transfer and registration shall be paid by the Purchaser to the City pending completion of the transfer and receipt of invoice issued by the City.

Special Terms, Conditions, and Understandings

10. The Purchaser acknowledges and agrees that it is solely the responsibility of the Purchaser to review, investigate and make inquiries into;
 - a) Any encumbrances registered on the Certificate of title for the said land;
 - b) The land use designation and any zoning regulations that apply to development.
11. The City acknowledges that it is not aware of any known defect and/or hazardous substance on or under the said land. Notwithstanding, the Purchaser acknowledges that the City has made no agreement, representation, or warranty of any kind as to the condition (environmental or otherwise) of the said land, or as to the suitability of the said land for the intended use(s). The Purchaser and City further acknowledge and agree that the Purchaser has had the opportunity for inspection and testing of the said land, and whether or not the Purchaser has carried out any inspection or testing of the said land, the Purchaser agrees that it is responsible for satisfying itself as to the conditions of the said land for its intended use, and in acquiring the land, has relied entirely upon its own judgment, and is accepting the said land on an 'as-is' basis. The Purchaser further indemnifies and saves the City harmless from and against any claims, demands, liabilities, and expenses in respect to the condition of the said land, or any costs or expenses arising as a result of the condition of the said land.
12. Prior to commencing use and/or undertaking any works or improvements on the said land the Purchaser shall apply for and obtain a development permit, building permit and any other permits as may be required by the bylaws of the City of Estevan.
13. As part of the development application requirements the Purchaser shall be responsible for arranging and submitting for the City's review and approval detailed building and site plans (which includes proposed site grading, elevation and landscaping plans and specifications) with respect to any required and/or proposed improvement works on the said land. It is acknowledged and agreed that the Purchaser shall incorporate soft landscaping (ie. grass, trees, shrubs, etc) into the proposed site development in accordance with requirements of the City's zoning bylaw.
14. The Purchaser shall assume sole responsibility and costs associated with any improvements to the said land including but not limited to gas/power/telephone services, water/sanitary sewer service connections (from building to property line), site works including grading and/or leveling works, as well as soft landscaping works. All works and/or improvements shall meet the requirements, standards and specifications of the City.
15. At the time of development permit application the Purchaser shall be required to submit a performance deposit in the amount of **\$3,000.00**, the full amount of which will be held by the City until such time the development works are deemed by the City to be satisfactorily

complete by the Purchaser. Completion of works shall include all site grading and soft landscaping works/features, upon which the City shall refund the deposit.

16. Vehicular access points to the said land shall at no time be altered and no new accesses shall developed by the Purchaser without the express written consent of the City. The Purchaser shall be responsible maintaining the access and paying the costs to repair culvert ends damaged as a result of vehicle traffic entering and exiting the said land.
17. Approved grade elevations and/or drainage provisions on the said land shall at no time be infringed on or altered.
18. During the development of the said land, the Purchaser and/or it's contractor shall not place or deposit any excavated dirt upon City land, and if such excavated dirt is so deposited, the City shall have the right to have the dirt removed at the expense of the Purchaser.
19. The Purchaser shall ensure that all debris, building materials, concrete, garbage and refuse are retained on the said land during construction and properly disposed of by the Purchaser or its contractor.

GENERAL

20. All notices or communication required or permitted to be given herein shall be made in writing and shall be given and made if (i) delivered personally, (ii) sent by prepaid courier service, or (iii) sent by fax or other similar means of electronic communication, in each case to the applicable address set out below:

If to the City, to;

**City of Estevan
1102 Fourth Street
Estevan, Saskatchewan
S4A 0W7**

Att: City Manager

If to the Purchaser, to:

21. The terms "City" and "Purchaser" and references thereto shall include the executors, administrators, successors, and assigns of the City and Purchaser respectively, and the said terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (or neuter, in the case of corporation) gender when the context so requires.

22. 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.
23. This Agreement constitutes the entire agreement between the parties hereto and no representations, warranties, or promises have been made as between the parties hereto save wherein herein contained.
24. Pursuant to *Section 235 of the Planning and Development Act, 2007*, this agreement binds the said land herein mentioned and mayk be protected by a caveat filed by the City at the Information Services Corporation, and the City is entitled to enforce the provisions of this agreement as against the purchaser and/or any subsequent owner of the said land.
25. This agreement shall become in full force and effect pending execution by both the Purchaser and City. If not signed and witnessed by the Purchaser by the acceptance date, then the offer to purchase shall be null and void and of no further force and effect.
26. This agreement shall be interpreted in accordance with the laws of the Province of Saskatchewan.
27. Time shall be of the essence of this Agreement in all respects.

ATTENTION: THE PURCHASER SHOULD CAREFULLY READ THE ENTIRE AGREEMENT BEFORE SIGNING, IN PARTICULAR, NOTE THAT THE PURCHASER'S DEPOSIT IS NON-REFUNDABLE UPON EXECUTION OF THE AGREEMENT BY THE PURCHASER AND THE CITY. THIS AGREEMENT WILL TERMINATE AND THE DEPOSIT FORFEITED TO THE CITY IF THE PURCHASER FAILS TO PAY THE BALANCE OF THE PURCHASE PRICE BY THE CLOSING DATE.

***IN WITNESS WHEREOF*, the City and Purchaser have by the hands of their proper officers signed their names and affixed their seals the date first above written.**

“seal”

CITY OF ESTEVAN

Mayor

City Clerk

PURCHASER OR CORPORATE NAME

**Witness to Signature of Purchaser
Or Corporate Seal**

Signature

NAME IN PRINT