

# SALE OF LAND(S) FOR TAX ARREARS BY PUBLIC TENDER

## TENDER DOUCMENTS

### TOWN OF NAICAM

Tender packages are available by request through the Municipal Office. The tender packages contain the required form(s) to be completed as part of a valid tender submission.

The sale of land for tax arrears by public tender is governed by *The Tax Enforcement Act*. A Municipality may recover unpaid property taxes through the sale of a property. By the time a property is eligible for tax sale, the property taxes are at least in their second year of arrears.

Tax sales are not typical real estate transactions. The Municipality is generally interested in recovering unpaid taxes and associated costs of obtaining title and property maintenance and is not obligated to obtain fair market value. Prior to considering participating in a tax sale, it is **recommended that you seek independent legal advice from a lawyer** licensed to practice in Saskatchewan and in good standing with the Law Society of Saskatchewan.

1. The Municipality may not be fully aware of the condition of a property being advertised for sale nor does the Municipality make any representation as to its condition. The Municipality does not provide a survey or reference plan for any parcel of land subject to a tax sale.
2. The Municipality is not required to provide vacant possession of any properties which may be occupied by persons or property and accordingly, the purchaser should contact their lawyer.
3. The onus is on the tenderer to conduct his/her own inquiries into the characteristics and conditions of the property including zoning, access, work orders, water/hydro and other arrears, building restriction, title problems, liens, etc., each of which may survive the tax sale. The Municipality makes no representations whatsoever as to the quality and/or size of the land being purchased.
4. Properties sold through the tax sale process are sold without warranty and are sold as is.
5. The Municipality does not always provide access to properties that are subject to a tax sale unless otherwise noted in the tender documents or advertisement for the sale. The Municipality may not have a key to the property and may not be in a position to provide one to the purchaser.
6. The Municipality does not provide legal advice in respect of tax sales or any other matters.

## TENDER PROCESS

Tax sales are conducted through a public tender process. Tenders must be submitted in a sealed envelope prior to the specified time using prescribed Form A, Tender to Purchase. The tender must include a deposit of at least 20% of the tendered amount in the form of a money order, bank draft, or cheque certified by a bank or trust corporation.

Tenders are opened on the date and time advertised. Following the opening, the Municipality or Municipal Auditor reviews all tenders for legislative and zoning compliance and determines if there are any qualified tenderers. Rejected tenders are returned by mail to the tenderer along with their deposit and reason for rejection.

The Municipality will notify the selected successful tenderer of the balance to be paid in order for the tenderer to be declared the successful purchaser. The balance due must be paid in full within 14 calendar days of the mailing date of the notice. Upon receiving notification, the selected successful tenderer should immediately retain a lawyer licensed to practice in Saskatchewan and in good standing with the Law Society of Saskatchewan. If the balance is not paid within the 14 days, the tenderer's deposit is forfeited and the property is offered for sale in the same manner to the next qualified tenderer.

If there is no successful tenderer, the lands may vest to the Municipality.

The Municipality reserves the right to withdraw any property from the tax sale process at any time prior to registration of a tax deed without notice.

The Municipality is not required to select any bid that is not enough to cover the amount of all outstanding arrears of taxes, penalties and costs.

*Disclaimer: The information contained herein may become out-of-date as relevant legislation changes. While every effort will be taken to update the information, the Municipality cannot be held responsible for any legal liabilities arising from the use of the information.*

**Form A**  
**Tender to Purchase**  
*Town of Naicam*

**To:** The CAO of the Town of Naicam

**Re: Sale of:** (provide description of land, including the street address and municipality in which the land is located, or if there is no street address, the legal land location of the land)

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1. I/we hereby tender to purchase the land described above for the amount of \$ \_\_\_\_\_  
( \_\_\_\_\_ dollars)  
in accordance with the terms and conditions of *The Tax Enforcement Act* and the Tender Documents.
2. I/we understand that this tender must be received by the Town Office not later than 2:00 p.m. local time on September 9<sup>th</sup>, 2019, and that in the event of this tender being accepted, I/we shall be notified of its acceptance.
3. I/we enclose a deposit in the form require in the amount of \$ \_\_\_\_\_  
( \_\_\_\_\_ dollars)  
made payable to the Town of Naicam representing 20% (percent) or more of the tendered amount which will be forfeited if I/we are the successful tenderer(s) and I/we do not pay the balance of the full tendered amount, any taxes that may be applicable, and any accumulated taxes and all associated fees within 14 days of the mailing of the notice by the CAO notifying me/us that I/we are the successful tenderer.
4. I/we have enclosed information regarding the purpose for which I/we desire the property and planned use for the property and understand that any such purpose or use must comply with all local regulations, policies and bylaws of the Town of Naicam including by not limited to the Zoning Bylaw.

This tender is submitted pursuant to terms and conditions of *The Tax Enforcement Act* and the Town of Naicam's Tender Documents and by signing below I/we am/are verifying that I/we have reviewed and understand full Tender documents and terms and conditions of the sale.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Name of Tenderer(s)	Mailing Address of Tenderer(s)
1 Print Name:	
1 Signature:	
2 Print Name:	
2 Signature:	
3 Print Name:	
3 Signature:	