



TAX TITLE PROPERTY TENDER DOCUMENT

The sale of land for tax arrears by public tender is governed by The Tax Enforcement Act. A Town 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 Town 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.

1. The Town may not be fully aware of the condition of a property being advertised for sale nor does the Town make any representation as to its condition. The Town does not provide a survey or reference plan for any parcel of land subject to a tax sale.
2. 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 Town makes no representations whatsoever as to the quality and/or size of the land being purchased.
3. Properties sold through the tax sale process are sold without warranty and are sold as is.

Tender Process:

1. 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.
2. The tender must include a deposit of at least 10% of the tendered amount in the form of a money order, bank draft, or certified cheque.
3. Tenders are opened on the date and time advertised.
4. Following the opening, the Town 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.
5. The successful tenderer will be notified in writing. The balance due must be paid in full within 30 calendar days of notification, or the deposit will be forfeited and the property is offered for sale in the same manner to the next qualified tenderer.
6. If there is no successful tenderer, the lands may vest to the Town.
7. The Town reserves the right to withdraw any property from the tax sale process at any time prior to registration of a tax deed without notice.
8. The Town is not required to select the highest or any bid.
9. The successful tenderer will be responsible for all costs associated with the transfer of title(s).
10. Possession date will be the date in which the Town receives notification that the property title(s) have been transferred to the tenderer.
11. The tenderer will be responsible for property taxes as of possession date.



**FORM A
TAX TITLE PROPERTY
TENDER TO PURCHASE**

APPLICANT (Tenderer) INFORMATION:

Name(s): _____

Address: _____

Phone: _____ Email: _____

PROPERTY INFORMATION:

Legal Land Description: Lot: _____ Block: _____ Plan: _____

Civic Address: _____

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 Document (see reverse).
2. I/we understand that this tender must be received by the closing date and time to be considered.
3. I/we enclose a deposit in the amount of \$ _____, representing 10% of the tendered amount.
4. The following information describes the purpose for which I/we desire the property and the 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 Kamsack (attach additional sheets if necessary).

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

Name 1: _____ Name 2: _____ Date: _____

Signature 1: _____ Signature 2: _____ Date: _____

<p>For Office Use Only:</p> <p>Accepted by Council on _____ Resolution #: _____ Receipt : _____</p>
