

THIS AGREEMENT made this ____ day of _____, 20__.

BETWEEN:

County of Minburn
(hereinafter referred to as the "County")

OF THE FIRST PART

- and -

(the "Purchaser")

OF THE SECOND PART

OFFER TO PURCHASE AND SALE AGREEMENT

WHEREAS the County has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase the Lands (as hereinafter defined), on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

- 1.1. "Agreement" means this Agreement and as the same may be amended from time to time. The expressions "herein", "hereof", "hereto", "above", "below" and similar expressions if used in any article, section, subsection, paragraph or subparagraph in this Agreement refer and relate to the whole of this Agreement and not only to that article, section, subsection, paragraph, paragraph or subparagraph unless otherwise expressly provided;
- 1.2. "Business Day" means a weekday other than a statutory holiday;
- 1.3. "Cash to Close" has the meaning set out in subparagraph 2.2.1.
- 1.4. "Closing Date" or "Closing" means _____, __, 20__.
- 1.5. "Lands" means those lands legally described in Schedule "A" attached hereto;
- 1.6. "Permitted Encumbrances" means those encumbrances set out in Schedule "B" hereto and such other liens, charges, interests or encumbrances which the Purchaser has caused or allowed to be registered against the Lands;
- 1.7. "Purchase Price" means \$1.00 and includes G.S.T.;

- 1.8. “Nearest Point of Service” means the closest point to the Lands at which the Utility Service connections can be hooked up to utility service mains;
- 1.9. “Substantial Start” means completion of construction to:
 - 1.9.1 in the case of a house, completion of the basement and installation of grade beams; and
 - 1.9.2 in the case of a mobile home, completion of the foundation and placement of the mobile home on the foundation.
- 1.10. “Utility Services” includes but is not limited to gas, electric, water, sanitary sewer and storm sewer.

2. PAYMENT OF PURCHASE PRICE

2.1. Purchase and Sale of Lands

The County agrees to sell, and the Purchaser agrees to purchase, the Lands for the Purchase Price, payable at the times and in the manner herein mentioned, but subject to the performance and observance of the covenants, terms and conditions herein set out and on the part of the parties to be performed and observed.

2.2. Payment of Purchase Price

The Purchase Price shall be paid and satisfied as follows:

- 2.2.1. The Purchaser shall pay the County the Purchase Price, in the amount of ONE DOLLAR (\$1.00), inclusive of GST., (the “Cash to Close”) on the Closing Date subject to the adjustments outlined herein;
- 2.2.2. If the Purchaser is a GST registrant, the Purchaser shall provide its GST registrant number to the County and the closing documents shall provide for the Purchaser to self-assess the GST payable on this purchase.

3. DEPOSIT

- 3.1. The Purchaser shall pay to the County a refundable deposit, in the amount of ONE THOUSAND DOLLARS (\$1,000.00) per lot (the “Deposit”) which shall be refundable to the Purchaser or retained by the County in accordance with paragraphs 3.2, 3.3, 3.4 and 3.5.
- 3.2. The Purchaser must apply for a development permit (the “Development Permit”) within 90 days from the date of this Agreement consistent with Purchaser’s development proposal for the Lands that has been approved by the County. If the Purchaser does not apply for a development permit within 90 days from the date of this Agreement, at the County’s option, the Purchaser shall transfer the Lands back to the County and the County shall retain the Deposit.

- 3.3. The Purchaser must commence construction on the Lands within 365 days from the date of the issuance of the Development Permit. If the Purchaser has not commenced construction on the Lands in accordance with this section, at the County's option, the Purchaser shall transfer the Lands back to the County and the County shall retain the deposit. "Commenced construction" will not be deemed to have occurred until, in the case of a house, the Purchaser has excavated the basement excavation to the point where the footings are able to be placed, and in the case of a mobile home, the support footings are poured.
- 3.4. The Purchaser must bring construction on the Lands to the Substantial Start position within 90 days after the start of construction. If the Purchaser has not done so, at the County's sole option, the Purchaser must transfer the Lands back to the County and the County shall retain the Deposit.
- 3.5. The Purchaser must obtain a final and approved building inspection within 365 days from the date of the issuance of the Development Permit. If the Purchaser has not provided a final and approved building inspection in accordance with this section, at the County's option, the County shall retain the deposit.
- 3.6. Upon the County receiving a final and approved building inspection in accordance with paragraph 3.5 above, the Deposit and the transfer-back hereinafter described shall be returned to the Purchaser by the County.

4. TAXES AND EXPENSES

- 4.1. All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred by both the Purchaser and the County in connection with this Agreement and the transaction(s) contemplated herein, shall be paid by the Purchaser.

5. UTILITY SERVICES

- 5.1. Utility Services for the Lands will be made available to the Purchaser by the County from the Nearest Point of Service, and the Purchaser must bring Utility Services from the Nearest Point of Service to the home on the Lands at Purchaser's cost.
- 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 Utility Services to the Lands, including, but not limited to, any and all costs, charges, levies, payments and other amounts with respect to utility installations, extensions, oversizing and hook-ups, and electric capacity charges.
- 5.3. The Purchaser acknowledges and agrees that the Purchaser is solely responsible for verifying the location, standards, specifications and availability of Utility Services to the Lands with the appropriate utility provider and for determining the Purchaser's specification and requirements for Utility Services.
- 5.4. The connection of services is to be completed by a qualified person(s) under the supervision of the County's water and sewer supervisor or designate.

6. TRANSFER OF TITLE AND POSSESSION

- 6.1. The County shall not be required to transfer title to the Lands to the Purchaser unless and until the conditions set out in paragraphs 2.2.1 and 3.1 have been satisfied and the Purchaser's development proposal for the Lands has been approved by the County.
- 6.2. The County reserves the right to register any encumbrances, as required by the County, prior to the transfer of title to the Lands to the Purchaser. The sale of the Lands shall be subject to any and all encumbrances registered against the certificate of title respecting the Lands. For the purposes of this paragraph, an "encumbrance" includes but is not limited to easements, utility rights-of-way, and restrictive covenants restricting the development of the Lands (including but not limited to building setbacks, height restrictions and parking restrictions).
- 6.3. The County reserves the right to register a caveat against the Lands with respect to this Agreement and the transfer-back instrument, and may require its caveat to be registered immediately following the registration of the transfer of land to the Purchaser.
- 6.4. The Purchaser acknowledges and agrees that it is solely the responsibility of the Purchaser to review, investigate and make inquiries into:
 - 6.4.1. any encumbrances registered on the certificate of title for the Lands,
 - 6.4.2. the land use designation of the Lands and other land in the vicinity of the Lands, and
 - 6.4.3. any other matters that could affect the Purchaser's development, use or enjoyment of the Lands.
- 6.5. Subject to compliance with terms hereof, possession of the Lands shall be available and given to the Purchaser on or before 12:00 noon on the Closing Date. If the Closing Date is not a business day, then conveyancing matters and payment of the Purchase Price will be completed by 12:00 noon on the immediately preceding business day. "Business day" means a day that is not a Saturday, Sunday or statutory holiday in the Province of Alberta.
- 6.6. All normal adjustments for the Lands including but not limited to taxes, local improvement assessments, municipal charges, rents, utilities and hook-up fees that are applicable with respect to the Lands shall be adjusted as of 12:01 a.m. on the Closing Date.
- 6.7. All money due and owing to the County shall be paid to the County on or before the Closing Date. If the County agrees to accept payment after the Closing Date, the Purchaser shall pay interest at a rate of 3% per annum above the prime rate set by the Royal Bank of Canada on all monies owing to the County, from the Closing Date to and including the date that the monies have been unconditionally paid.
- 6.8. The County shall pay and discharge any financial encumbrance which is not by this Agreement specifically assumed by the Purchaser.

- 6.9. Closing documents shall consist of a transfer of land (the “Transfer”) in registerable form, a registerable transfer of the Lands back to the County (the “transfer-back”) for the Lands, together with all other conveyancing documents normally expected in a transaction of this nature and any other approvals or directions required or certified copies thereof. All normal conveyancing and other closing documents shall be prepared by the County at the Purchaser’s expense. The County shall not be required to provide a Real Property Report or Letter of Compliance. The Purchaser shall be responsible for all of the costs relating to the preparation of any new mortgage, and for all land titles registration fees with respect to the registration of the transfer of land and new mortgage, if any.
- 6.10. The closing documents shall be prepared by the County and delivered to the Purchaser’s lawyer within a reasonable time to confirm registration prior to the Closing Date. The Transfer Back for the Lands shall be held in trust by the County until the County has received from the Purchaser a final and approved building inspection in accordance with paragraph 3.5 above and may, at the County’s sole option, be registered at Land Titles if any of the deadlines in paragraphs 3.2, 3.3 or 3.4 are not met. The County will be entitled to require that the caveat relative to this agreement and/or the transfer back is filed at Land Titles in priority to any financing or other security or interest made or given by the Purchaser.
- 6.11. In the event the County fails to deliver the Transfer and related documents to the Purchaser’s lawyer within such reasonable time, then the Purchaser shall not be obligated to pay interest on the cash to close, provided that those funds are paid to the County’s lawyer in trust, until the Purchaser has a reasonable time in which to register the Transfer.
- 6.12. Reasonable solicitor’s trust conditions, consistent with residential real estate transactions, may be utilized to complete this Transaction.
- 6.13. The Purchaser shall take possession of the Lands at its own risk.

7. AS-IS WHERE-IS

- 7.1. The Purchaser agrees that it is purchasing the Lands on an “as-is where-is” basis. The County makes no representations and gives no warranties whatsoever regarding the condition of the Lands, including any structures, fixtures or chattels located thereon or therein. Specifically, and not so as to limit the generality of the foregoing, the County does not warrant the condition of the Lands with respect to adequacy of services, soil conditions, building and development conditions, the presence or absence of environmental contamination or hazardous substances, or that the current or intended uses comply with applicable land use bylaws.

8. CONSTRUCTION ON OR ABOUT THE LANDS

- 8.1. The Purchaser and/or its contractor shall ensure that during any development on the Lands, there shall not be placed or deposited any excavated dirt upon County land (including but not limited to any County easement or utility right-of-way), and if such excavated dirt is so deposited, the County shall have the right to have the dirt removed at the expense of the Purchaser.

- 8.2. The Purchaser shall ensure that all debris, building materials, cement, garbage and refuse are retained on the Lands during development and properly disposed of by the Purchaser or its contractor.
- 8.3. The Purchaser shall not permit any of the foregoing materials to be deposited (intentionally or unintentionally) upon County 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 Lands. Any debris, building materials, cement, garbage or refuse that is disposed on or blown onto County land may be removed by the County 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.
- 8.4. The purchaser shall be responsible for any damage caused to County property during the carrying out of any work or construction on the Lands. In the event of any damage to County property, the purchaser will complete repairs to the satisfaction of the County. In the event that the County incurs any cost in order to repair any damage, the purchaser will pay the cost to the County.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS

9.1. Covenants, Warranties and Representations by the County

The County represents and warrants to the Purchaser that:

- 9.1.1. The County is the sole legal owner of the Lands;
- 9.1.2. The County is not a "non-resident" of Canada according to the meaning and intent of the *Income Tax Act* of Canada;
- 9.1.3. All taxes, rates, levies and assessments due in respect of the Lands will be current on the Closing Date.

9.2. Warranties and Representations by the Purchaser

The Purchaser represents and warrants to the County that:

- 9.2.1. Save and except to the extent of the County's express warranties in this Agreement, the Purchaser does and will rely upon its own expertise and due diligence in determining to purchase the Lands and it agrees that there are no warranties or representations, verbal or written, express or implied, with respect to the Lands except as are contained in this Agreement; and
- 9.2.2. The Purchaser shall indemnify and save harmless the County from any losses, costs, damages, actions, causes of action, suits, claims or demands resulting from any act or omission by the Purchaser or its invitees, employees, representatives or agents on the Lands after the Closing Date, or in pursuance or purported pursuance of activities related to this Agreement.

10. **ASSIGNMENT**

No assignment of the Purchaser's interest in the Lands shall be valid unless such assignment is approved in writing by the County, which approval may be unreasonably withheld by the County, and the assignee agrees to be bound by the re-transfer provisions hereof and provides a registerable transfer-back to the County.

11. **GENERAL**

11.1. **Notice**

Any notice or documentation required or permitted to be given to the Purchaser or County under the terms of this Agreement shall be deemed to have been given if delivered to the offices of:

11.1.1. To the County:

County of Minburn
Box 550
4909 – 50 Street
Vegreville, AB T9C 1R6
Fax: 780-632-6296
e-mail: info@minburncounty.ab.ca

11.1.2. To the Purchaser:

between the hours of 8:30 A.M. and 4:30 P.M. on any business day. Delivery by facsimile or email shall be acceptable.

11.2. **No fees**

The County shall not pay or be responsible for any real estate agency or similar fees relating to the transaction contemplated by this Agreement.

11.3. **Tender**

Money may be tendered by cash, bank draft, cheque or solicitors' trust cheque.

11.4. **Non-Merger**

The covenants, warranties and representations of the parties contained in this Agreement shall not merge upon the registration of the transfer documentation herein.

11.5. No Collateral Warranties

There are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Lands other than as expressed herein.

11.6. Severability

If any provisions in this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder of these presents and the application of such provisions to other persons or circumstances, if any, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11.7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

11.8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the transaction of purchase and sale contemplated herein.

11.9. Time of the Essence

Time shall be of the essence in this Agreement.

11.10. Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other, such consent not to be unreasonably withheld. Any assignment hereunder will not relieve the assignor from its obligations under this Agreement.

11.11. Further Assurances

The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent. However, nothing herein shall in any way fetter the hands of the County as planning authority in relation to Purchaser's applications for development or building permits.

11.12. Amendment

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto, but not otherwise.

11.13. Waiver

Waiver by the County on the strict performance of any condition, covenant or agreement herein contained shall not constitute a waiver or abrogate any other condition, covenant or agreement nor shall it be deemed a waiver of any continuing or subsequent breach of the same or any other condition, covenant or agreement.

11.14. Set Off

There shall be no set-off against any amounts due hereunder by the Purchaser as against any amounts due the Purchaser under any other agreement, collateral agreement or claims, charges, fees or otherwise.

11.15. FOIPP Act

This Agreement and any records or personal information in relation to this Agreement are subject to the *Freedom of Information and Protection of Privacy Act* (Alberta).

11.16. Signing

This agreement may be signed in counterpart, and all executed counterparts together shall constitute one document. A signed counterpart provided by way of facsimile transmission or in .pdf format shall be as binding upon the parties as an originally signed counterpart.

DATED at the Town of Vegreville in the Province of Alberta, as of the ____ day of _____, 20__.

County of Minburn

Purchaser

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

PLAN

EXCEPTING THEREOUT ALL MINES AND MINERALS