

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

BETWEEN:

COUNTY OF MINBURN NO. 27
(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, as 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 "Closing Date" means _____, 20__.
- 1.4 "Deposit" has the meaning set forth in Section 3.1.
- 1.5 "Development" has the meaning set forth in Section 6.1.
- 1.6 "Development Obligations" has the meaning set forth in Section 6.1.
- 1.7 "Development Permit" has the meaning set forth in Section 6.1.
- 1.8 "Lands" means those lands legally described in Schedule "A" attached hereto.
- 1.9 "Nearest Point of Service" means the closest point to the Lands at which the Utility Services connections can be hooked up to utility service mains.

- 1.10 “Permitted Encumbrances” means those encumbrances set out in Schedule “B” hereto.
- 1.11 “Purchase Price” means \$1.00 and includes G.S.T.
- 1.12 “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:

- (a) The Purchaser shall pay the County the Purchase Price on the Closing Date subject to the adjustments outlined herein.
- (b) 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 On or before the Closing Date, the Purchaser shall pay to the County a deposit, in the amount of **\$5,000.00** per lot (the “**Deposit**”) which shall be held by the County as security for the Development Obligations.

4. TRANSFER OF TITLE AND POSSESSION

- 4.1 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(a) and 3.1 have been satisfied and the Purchaser’s development proposal for the Lands has been approved by the County. If any of the conditions set out in paragraphs 2.2(a) or 3.1, or if Purchaser’s development proposal for the Lands has not been approved by the County, on or before the Closing Date, the County may terminate this Agreement by providing written notice to the Purchaser, and upon such termination (i) the Deposit (if paid) shall be reimbursed to the Purchaser, and (ii) the Purchaser shall have no further right to or interest in the Lands.
- 4.2 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. Title to the Lands transferred to the Purchaser shall be subject to the Permitted Encumbrances and any encumbrances registered by the County in accordance with this Section 4.2. 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).

- 4.3 The County reserves the right to register a caveat against the Lands with respect to this Agreement and the County's repurchase rights herein and may require its caveat to be registered (at the cost of the Purchaser) immediately following the registration of the transfer of land to the Purchaser.
- 4.4 Subject to compliance with the terms hereof, vacant 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.
- 4.5 The Purchaser shall take possession of the Lands at its own risk.
- 4.6 All normal adjustments for the Lands including but not limited to taxes, local improvement assessments, and rents, applicable with respect to the Lands shall be adjusted as of 12:01 a.m. on the Closing Date.
- 4.7 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.
- 4.8 Closing documents shall consist of a transfer of land in favour of the Purchaser (the "**Transfer**") in registerable form, a registerable transfer of the Lands back to the County executed by the Purchaser (the "**Transfer-Back**"), together with all other conveyancing documents normally expected in a transaction of this nature.
- 4.9 The Transfer shall be prepared by the County and delivered to the Purchaser's lawyer on or before the Closing Date. 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, any caveat regarding the Option to Purchase (as hereinafter defined), and new mortgage, if any.
- 4.10 The Transfer-Back for the Lands shall be held in trust by the County until the County is satisfied that the Purchaser has satisfied all the Development Obligations. The County will be entitled to require that the caveat relative to this Agreement and/or the Transfer-Back is registered at Land Titles in priority to any financing or other security or interest made or given by the Purchaser.

5. AS-IS WHERE-IS

- 5.1 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.

- 5.2 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 Lands, including the Permitted Encumbrances;
 - (b) the land use designation of the Lands and other land in the vicinity of the Lands; and
 - (c) any other matters that could affect the Purchaser's development, use or enjoyment of the Lands.

6. DEVELOPMENT OBLIGATIONS

6.1 As consideration for the County agreeing to sell the Lands to the Purchaser for the Purchase Price, the Purchaser covenants and agrees to develop the Lands as follows (collectively, the "**Development Obligations**"):

- (a) The Purchaser shall apply for a development permit (the "**Development Permit**") within 90 days of the Closing Date, such development as described in the Development Permit shall be consistent with Purchaser's development proposal for the Lands that has been approved by the County (the "**Development**").
- (b) The Purchaser shall Commence Construction of the Development on the Lands within 180 days from the date of the issuance of the Development Permit.
 - i. "Commence Construction" means,
 - a. in the case of a house, the Purchaser has excavated the basement excavation to the point where the footings are able to be placed;
 - b. in the case of a mobile home, the support footings are poured; and
 - c. in the case of a commercial building, the completion of the basement (if applicable), lot grade, and foundation.
- (c) The Purchaser shall complete construction of the Development and obtain a final and approved building inspection within 365 days from the date of the issuance of the Development Permit.

6.2 Upon the Purchaser completing the Development and the County receiving a final and approved building inspection in accordance with paragraph 6.1(c) above, the Deposit shall be returned to the Purchaser.

6.3 If the Purchaser fails to meet any of the Development Obligations within the periods specified:

- (a) The County may retain the Deposit as liquidated damages and not as a penalty; and
- (b) The County may, by providing written notice to the Purchaser, elect to repurchase the Lands (or any parcels derived from the Lands) from the Purchaser (the "**Option to**

Purchase”), free and clear of all encumbrances except the Permitted Encumbrances, for the price of \$1.00, and shall be at liberty to register the Transfer-Back to cause title to be transferred to the County. In the event the Purchaser has caused to be registered any encumbrances or charges against the Lands (or any parcels derived therefrom) the Purchaser shall, upon the County’s request, cause such encumbrances to be discharged from title; and

- (c) The County may require the Purchaser to remove any and all alterations and improvements on or to the Lands caused by the Purchaser at the Purchaser’s sole cost and expense; and
- (d) The Purchaser shall reimburse the County for and indemnify and save the County harmless from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever, including but not restricted to legal costs on a solicitor and own client full indemnity basis:
 - i. which result from any hazardous substances or contaminants placed on, under or about the Lands or the violation of any applicable environmental law, caused or contributed to by the Purchaser; and
 - ii. which are incurred by the County in connection with this Agreement, including enforcement of the Purchaser’s obligations herein.
- (e) The Option to Purchase granted herein is an interest in the Lands and shall run with the Lands and bind the Purchaser and all future owners of the Lands.

7. CONSTRUCTION ON OR ABOUT THE LANDS

- 7.1 The Purchaser shall ensure that during any development on the Lands, there shall not be placed or deposited any excavated materials upon any lands other than the Lands (including but not limited to any park lands, County easement or utility right-of-way), and if such excavated materials is so deposited, the County shall have the right to have the dirt removed at the expense of the Purchaser.
- 7.2 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.
- 7.3 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.
- 7.4 The Purchaser shall be responsible for any damage caused to property under the ownership, management, direction or control of the County during the carrying out of any work or construction on the Lands. In the event of any damage to any property under the ownership, management, direction or control of the County, 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.

8. UTILITY SERVICES

- 8.1 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 development on the Lands at Purchaser's cost.
- 8.2 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.
- 8.3 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.
- 8.4 The connection of Utility Services is to be completed by a qualified person(s) under the supervision of the County's water and sewer supervisor or designate.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS

9.1 Covenants, Warranties and Representations by the County

The County represents and warrants to the Purchaser that:

- (a) The County is the sole legal owner of the Lands; and
- (b) The County is not a "non-resident" of Canada according to the meaning and intent of the *Income Tax Act of Canada*.

9.2 Warranties and Representations by the Purchaser

The Purchaser represents and warrants to the County that:

- (a) 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
- (b) 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. GENERAL

10.1 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:

(a) 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

(b) To the Purchaser:

between the hours of 8:30 A.M. and 4:30 P.M. on any Business Day. Delivery by fax or email shall be acceptable.

10.2 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.

10.3 Tender

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

10.4 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.

10.5 No Collateral Warranties

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

10.6 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.

10.7 Governing Law

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

10.8 Entire Agreement

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

10.9 Time of the Essence

Time shall be of the essence in this Agreement.

10.10 Assignment

10.11 This Agreement shall not be assignable by either party without the prior written consent of the other. No assignment of the Purchaser's interest in the Lands shall be valid unless such assignment is approved in writing by the County and the assignee agrees to be bound by the Development Obligations and Option to Purchase provisions hereof and provides a registerable transfer-back to the County. Any assignment hereunder will not relieve the assignor from its obligations under this Agreement.

10.12 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.

10.13 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.

10.14 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.

10.15 Set Off

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

10.16 Privacy and Access to Information

This Agreement and any records or personal information in relation to this Agreement are subject to the *Protection of Privacy Act* and *Access to Information Act* (as the same may be amended or repealed and replaced from time to time).

10.17 Signing

This Agreement may be signed electronically and in counterpart.

DATED at the Town of Vegreville in the Province of Alberta, as of the ____ day of _____, 2026.

COUNTY OF MINBURN NO. 27

PURCHASER

By: _____

By: _____

Name:

Name:

Title:

Title:

By: _____

By: _____

Name:

Name:

Title:

Title:

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

SCHEDULE "B"

PERMITTED ENCUMBRANCES

All non-financial encumbrances currently registered on title to the Lands, including without limitation all utility rights of way, easements, restrictive covenants, and caveats respecting same.

Any caveat respecting the Option to Purchase.