

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

BETWEEN:

LEDUC COUNTY
(the "Vendor")

- and -

(the "Purchaser")

SALE AGREEMENT

WHEREAS:

- A. The Vendor wishes to sell the Lands; and
- B. The Purchaser wishes to purchase the Lands in accordance with the terms and conditions contained herein.

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereby covenant and agree as follows:

DEFINITIONS

- 1. In this Agreement, the following words shall be defined as follows:
 - (a) "Closing Date" means _____, 20__;
 - (b) "Conditions" means those conditions precedent contained within **Section 13 or 14** of this Agreement;
 - (c) "Lands" means those lands legally described within **Schedule "A"** attached hereto, along with all improvements affixed thereto;
 - (d) "Permitted Encumbrances" means those encumbrances described in **Schedule "A"** attached hereto; and
 - (e) "Purchase Price" means the sum of \$ _____, not including Goods and Services Tax, if applicable, subject to adjustments as set out in **Section 4** of this Agreement.

PURCHASE AND SALE

- 2. The Purchaser hereby agrees to purchase the Lands subject only to the Permitted Encumbrances, and free and clear of all tenancies, for the Purchase Price and the Vendor hereby agrees to sell the Lands to the Purchaser in accordance with the terms and conditions hereinafter set out.
- 3. The Purchase Price shall be paid subject to adjustments herein provided for and shall be payable on the Closing Date.
- 4. All normal adjustments for taxes, rents, security deposits and utilities shall be made as at 12:00 noon on the Closing Date. All amounts which cannot be adjusted on the Closing Date by virtue of the same being unknown shall be adjusted on a post-closing basis once the same becomes known.

5. Upon payment of the Purchase Price, and the satisfaction of all other terms, covenants and conditions contained within this Agreement, the Purchaser shall be given possession of the Lands at 12:00 noon on the Closing Date. All money owing to the Vendor shall be paid to the Vendor or its solicitor on or before the Closing Date. If the Vendor agrees to accept late payment of the Purchase Price, the Purchaser shall pay interest at the prime rate of the Alberta Treasury Branches plus 4% to the Vendor calculated daily from and including the Closing Date to but excluding the day that the Purchase Price is paid in full. Payment received after 12:00 noon on any day will be payment as of the next business day which is deemed to mean a day when both the Land Titles Office and the chartered banks are open for business.

6. The Lands shall be and remain at the risk of the Vendor until the Purchaser has been granted possession of the Lands pursuant to **Section 5** of this Agreement.

7. The Vendor's solicitor shall provide the Purchaser's solicitor with a registrable transfer of land and any other documentation reasonably required to give effect to the terms hereof within a reasonable amount of time, prior to the Closing Date on reasonable trust conditions which will allow the transaction to close in accordance with the terms hereof including, without restriction, the registration of any new mortgage security documentation required by the Purchaser, if any. In the event that the Vendor does not provide the Purchaser's solicitor with the Transfer of Land and any other documentation in sufficient time to allow for registration on or before the Closing Date, then the Purchaser shall be released from the payment of interest pursuant to **Section 5** of this Agreement until the Purchaser has had a reasonable amount of time within which to obtain registration.

8. In the event that the Conditions are not satisfied or waived within the time period stipulated, the Agreement shall immediately terminate and be null and void.

9. All normal conveyancing and other closing documents shall be prepared by the Vendor or its solicitor. The Purchaser shall be responsible for the cost of any new mortgage and all other applicable land titles registration fees including fees respecting the registration of transfer of land and any new mortgage pursuant to **Section 7** of this Agreement.

10. The Purchaser acknowledges that the Vendor has not given any representations or warranties regarding the title to or the condition of the Lands and that it shall accept the Lands "as is, where is". Specifically, and without limiting the generality of the foregoing, the Purchaser further covenants and agrees that the Vendor has not provided any representations, warranties, promises or collateral agreements with respect to:

- (a) the presence or absence in, on or upon the Lands of any unregistered utility lines, easements or rights of way, nor any hazardous substances, hydrocarbons, or any other form of environmental contamination whatsoever;
- (b) the acreage or area of the Lands, and that the Purchase Price shall be paid by the Purchaser regardless of the actual acreage or area of the Lands;
- (c) any approval of or consent to any proposed subdivision, use or development of the Lands;
- (d) the current servicing of the Lands, nor whether or not the Lands are currently serviced with any municipal or other services; and
- (e) the suitability of the Lands for the Purchaser's intended use and development, or the Lands' current or future compliance with laws, bylaws, regulations or codes applicable to the Lands;

and in all respects the Purchaser has relied upon its own due diligence investigations respecting the Lands, and its proposed use and development. Without restricting any of the foregoing, the Purchaser covenants and agrees that it shall accept, and be responsible for, any and all latent and patent defects which may affect the Lands (regardless of

representations and disclosures by the Vendor, or lack thereof), and waives all present and future claims or causes of action in contract or in tort in relation to all or any of the forgoing.

11. Upon the Vendor's prior written approval, acting reasonably, as to the nature, extent and scope of proposed access and testing, the Purchaser and its authorized representatives shall be permitted reasonable access to the Lands for the purpose of making soils, ground-water, environmental or other non-destructive testing, investigations, measurements or surveys in, on or below the Lands which the Purchaser in its sole discretion deems necessary. The Purchaser shall do such testing and investigations at its own expense and at its own risk and, in the event the transaction contemplated by this Agreement does not close, shall return the Lands substantially the state in which it was before the commencement of such action. The Purchaser shall completely indemnify the Vendor against any and all damages or claims arising from the Purchaser's activities on the Lands under this Clause.

12. Notwithstanding anything contained within this Agreement, the Purchaser shall promptly apply for and obtain all permits, licenses, and approvals relating to the Lands. In this regard, nothing contained within this Agreement shall be interpreted in such a manner so as to constitute a consent to, or approval of, or a representation, warranty or covenant by, the Vendor as an approval authority with respect to any proposed use, subdivision or development of the Lands, nor an obligation on the part of the Vendor as an approval authority to consent to or approve any proposed use, subdivision or development of the Lands.

CONDITIONS

13. The Purchaser and the Vendor hereby covenant and agree that, as a condition precedent to the completion of the purchase and sale of the Lands by the Purchaser: NONE.

14. The Purchaser and the Vendor hereby covenant and agree that, as a condition precedent to the completion of the purchase and sale of the Lands by the Vendor: NONE.

GENERAL

15. The Purchase Price does not include Goods and Services Tax ("G.S.T.") which shall be payable by the Purchaser to the Vendor on the Closing Date. If the Purchaser is properly registered for the purposes of the Goods and Services Tax pursuant to the *Excise Tax Act* of Canada, and prior to the Closing Date the Purchaser has provided to the Vendor (in a form satisfactory to the Vendor) confirmation of a G.S.T. registration number, confirmation that the Purchaser is such a registrant, and a covenant by the Purchaser to indemnify the Vendor with respect to any and all costs relating to the G.S.T. payable with respect to this transaction, G.S.T. shall not be payable on the Closing Date. However, the Purchaser shall be responsible for filing all reports or documentation necessary in order to satisfy the requirements of Section 228(4) of the *Excise Tax Act*, including the remittance of any G.S.T. payable by the Purchaser.

16. The Purchase Price does not include off-site levies, redevelopment levies, local improvement levies (other than adjustment as to current year levy), recreation facility contributions, or other levies applicable to or payable in respect of the Lands, which levies and contributions shall be paid by the Purchaser as and when required by the applicable statutory authority or bylaw.

17. The Vendor represents and warrants that it is not a non-resident within the meaning of the *Income Tax Act* of Canada, nor is it an agent or a trust for any person with an interest in the Lands who is a non-resident.

18. Any notices to be given pursuant to this Agreement shall be in writing and shall be given and deemed to have been received as provided herein at the following addresses:

- (a) to the Vendor at: Leduc County
101-1101 5 St.
Nisku, AB T9E 2X3

Attention:
Fax No.:

(b) to the Purchaser at: _____

Fax No.: _____
Phone No.:

or such other address or fax number as either party may designate from time to time by written notice to the other. Any notice shall be faxed or delivered to and left at the address for notice of the party to whom it is to be given during normal business hours on a business day and shall have been deemed to be received on the date of delivery or fax transmission.

19. The provisions of this Agreement shall survive the execution and delivery of any transfer of land and other documents, the registration of any such documents, the taking possession of the Lands by the Purchaser, and the Closing Date to benefit and be binding upon the Vendor and the Purchaser, and shall not be merged therein or therewith.

20. The Purchaser shall not be entitled to assign this Agreement, either in whole or in part, without the prior written consent of the Vendor.

21. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and permitted assigns of the individual parties and the successors and permitted assigns of corporate parties.

22. Notwithstanding anything contained herein, time shall in every respect be of the essence.

23. This Agreement shall constitute the entire agreement between the parties and the parties acknowledge that there are no other representations, conditions, or warranties with respect to this Agreement other than those which are contained herein. The following schedules shall form a part of this Agreement:

(a) **Schedule "A"** – the legal description of the Lands and Permitted Encumbrance;

24. Wherever the singular or masculine is used throughout this Agreement the same shall be construed as meaning the plural or feminine or a body corporate where the context or the parties so requires, and in the case of two or more purchasers, the covenants herein contained on their part shall be deemed to be joint and several.

25. This Agreement shall be governed by the laws of the Province of Alberta, and the courts of the Province of Alberta shall have exclusive jurisdiction over any dispute arising herefrom.

26. The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this Agreement prior by executing this Agreement. Each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:

(a) obtained such legal or other professional advice; or

(b) waived the right to obtain such independent legal or other professional advice.

27. This Agreement may be executed by the parties in counterpart and delivered by fax or email PDF, and once executed by each party and conveyed to the other shall constitute one and the same agreement binding upon each of the parties and their successors and assigns.

IN WITNESS WHEREOF the Vendor has executed this Agreement under the hands of its duly authorized signing officers and under its corporate seal this ____ day of _____, 20__.

LEDUC COUNTY

Per: _____

(c/s)

Per: _____

IN WITNESS WHEREOF the Purchaser has executed this under the hands of its duly authorized signing officers and under its corporate seal, this ____ day of _____, 20__.

Per: _____

(c/s)

Per: _____

[OR, if Purchaser is not a corporate entity:]

IN WITNESS WHEREOF the Purchaser has executed this Agreement this ____ day of _____, 2021.

Witness

AFFIDAVIT OF EXECUTION

CANADA) I, _____, of the
)
PROVINCE OF ALBERTA) _____ of _____, in the
) Province of Alberta, MAKE
TO WIT:)
	OATH AND SAY:

1. That I was personally present and did see _____ who, on the basis of identification provided to me, I believe to be the person(s) named in the within (or annexed) instrument, duly sign the instrument.
2. That the same was executed at the _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I believe the persons whose signatures I witnessed to be the full age of eighteen (18) years of age.

SWORN BEFORE ME at the _____, in _____)
 the Province of Alberta, this _____ day of _____,)
 2020.)
)
) _____)
)
 _____)
 A Commissioner for Oaths in and for Alberta

SCHEDULE "A"
TO THE PURCHASE AGREEMENT

THE LANDS

PLAN 578CL
BLOCK 2
LOT 19
EXCEPTING THEREOUT ALL MINES AND MINERALS

PERMITTED ENCUMBRANCES

(a)	032 150 204	-	CAVEAT RE: ENCROACHMENT
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