



SAMPLE

Residential (House)
Subject to: Financing and Inspection

THIS AGREEMENT MADE BETWEEN:

THE CITY OF EDMONTON
(the “City”)

- and -

(the “Buyer”)

A. The City is the **registered owner** of the parcel(s) of land, together with all improvements thereon, **legally described** as:

PLAN _____
BLOCK _____
LOT _____

EXCEPTING THEREOUT ALL MINES AND MINERALS

All as legally described in Certificate(s) of Title # _____ (the “**Sale Land**”).

B. The City has agreed **to sell** to the Buyer and the Buyer has agreed **to purchase** from the City, the Sale Land in accordance with the terms and conditions stated in this Agreement.

IN CONSIDERATION OF the sale of the Sale Land and the payment of the Sale Price, the City and the Buyer **agree as follows:**

1. The Buyer shall **purchase** the Sale Land from the City and the City shall **sell** the Sale Land to the Buyer for the **purchase price** of _____ (\$_____) DOLLARS **plus GST, if applicable** (the “**Sale Price**”), and upon the terms and conditions stated in this Agreement. **The Sale Price shall be paid as follows:**

- (a) \$_____, to be paid by cheque to the City or to the Buyer’s licensed brokerage as a deposit upon the delivery to the City of this Agreement, duly executed by the Buyer (the “**Deposit**”); and
- (b) \$_____, being **the balance**, to be paid to the City by certified cheque, bank draft or solicitor’s trust cheque on the Closing Date.

All monies payable by the Buyer to the City under this Agreement shall be paid on the date for payment and at the address for notice to the City as stated in Clause 13 and failing payment, **interest shall be charged** on all outstanding amounts at the rate of eighteen (18%) per cent per annum, compounded annually.

2. The closing of the sale of the Sale Land shall be completed on the ____ day of ____, 20____, or such other date as the City and the Buyer may agree in writing (the “**Closing Date**”). On the Closing Date and on payment by the Buyer of the Sale Price, the City shall deliver to the Buyer a transfer for the Sale Land. Upon registration of the transfer at the appropriate Land Titles Office, title to the Sale Land shall issue in the name of the Buyer, or any other party as the Buyer may request in writing, subject only to the following registrations:

____;

OR

NIL;

and such caveats, encumbrances, liens, charges or instruments as may have been made or caused to be made by the Buyer. All fees and charges payable in connection with the registration of the transfer of the Sale Land are the sole responsibility of the Buyer.

3. Notwithstanding any term or condition in this Agreement, the sale by the City to the Buyer of the Sale Land is expressly **subject to and conditional** upon the Buyer obtaining an independent inspection of the Sale Land (the “**Inspection Condition**”) and financing for the purchase of the Sale Land (the “**Financing Condition**”). The Inspection Condition and the Financing Condition must be fulfilled to the sole satisfaction of the Buyer or waived by the Buyer in writing on or before the ____ day of ____, 20____, or such other date as the City and the Buyer may agree in writing (the “**Condition Date**”). If the Inspection Condition and the Financing Condition are:

(a) not fulfilled or waived by the Condition Date, then:

- (i) this Agreement shall be deemed to have been mutually terminated by the City and the Buyer;
- (ii) the Deposit shall be returned to the Buyer, less any and all earned interest on the Deposit, which shall be to the benefit of the City;
- (iii) upon return of the Deposit to the Buyer by the City, all rights and obligations of the City and the Buyer pursuant to this Agreement shall be at an end;
- (iv) the Buyer shall promptly discharge any caveat, encumbrance, lien, charge or other instrument which the Buyer may have registered or caused to be registered against the title to the Sale Land; and
- (v) the Buyer shall not have any further obligation or liability to the City and the City shall have no further rights as against the Buyer, including any claim to damages;

- (b) fulfilled or waived by the Condition Date but the Buyer fails to complete the purchase of the Sale Land in the manner and on the date as provided for in this Agreement, otherwise than as a result of the City's default, then:
 - (i) the Deposit and all earned interest on the Deposit shall be immediately forfeited to the City as liquidated damages and not as a penalty;
 - (ii) the interest of the Buyer in the Sale Land as created by this Agreement shall terminate without any legal proceedings being taken or other act being performed by the City;
 - (iii) the Buyer shall promptly discharge any caveat, encumbrance, lien, charge or other instrument which the Buyer may have registered or caused to be registered against the title to the Sale Land; and
 - (iv) the Sale Land shall revert to and revest in the City and the City shall not have any further obligation or liability to the Buyer with respect to the Sale Land.

All **costs** associated with the Inspection Condition and the Financing Condition shall be borne solely by the Buyer. The Inspection Condition and the Financing Condition are for the sole benefit of the Buyer and may only be waived by the Buyer in writing. If the Inspection Condition is not fulfilled or waived by the Buyer on or before the Condition Date, the Buyer shall, upon written request by the City, provide to the City a copy of all inspection reports or studies as conducted by or on behalf of the Buyer with respect to the Sale Land.

4. On the Closing Date and upon unconditional payment of the Sale Price by the Buyer to the City and title to the Sale Land transferring pursuant to Clause 2, the City shall provide **possession** of the Sale Land to the Buyer. If the Buyer is not a tenant of the City under a lease or residential tenancy agreement with respect to the Sale Land and the Sale Land is occupied by a party under a lease or residential tenancy agreement (the "**Tenancy Agreement**"), then the City shall assign and the Buyer shall assume all of the rights and obligations of the City as landlord under the Tenancy Agreement as of the Closing Date. The Buyer shall, throughout the remainder of the term of the Tenancy Agreement, observe and perform the terms and conditions on the part of the City as landlord under the Tenancy Agreement and shall indemnify and save harmless the City from all actions, suits, costs, losses, damages and expenses in respect of such terms and conditions. At the date of this Agreement, the City agrees to provide the Buyer with a copy of the Tenancy Agreement.

5. All proposed vehicular **access points** to the Sale Land shall be approved by the Transportation Services of the City at the time of development application and all costs associated with **utility services, auxiliary lanes, curb crossings and median breaks** as required for any proposed development by the Buyer shall be at the sole cost of the Buyer.

6. From and after the Closing Date, the Buyer shall be responsible for the payment of all taxes, rates, levies, charges, local improvement charges, assessments, utility charges and hook-up fees with respect to the Sale Land. All **adjustments** for rent, security deposits or other profits or items

commonly adjusted on a sale of real property with respect to the Sale Land shall be made as of the Closing Date.

7. Notwithstanding any term or condition in this Agreement, the Buyer shall, except as provided in this Agreement and in particular, this Clause 7, purchase the Sale Land on the understanding and agreement that:

- (a) there are no agreements, conditions, warranties or representations relating to the Sale Land;
- (b) the **City makes no warranty or representation** with respect to:
 - (i) the quality, condition or sufficiency of the Sale Land for any use or purpose;
 - (ii) the adequacy of any and all utility services either to or on the Sale Land;
 - (iii) the absence or presence of hazardous substances in, on or under the Sale Land; and
 - (iv) the compliance of the Sale Land with any municipal laws;
- (c) the Sale Land is being sold to the Buyer on a **strictly “as is, where is” basis** and the Buyer shall acquire the Sale Land at its own risk, with all faults and imperfections whatsoever, including without limitation:
 - (i) any encroaching improvements onto or from the Sale Land or onto or from adjacent lands; or
 - (ii) the presence of any hazardous substances in, on or under the Sale Land; and
- (d) **the Buyer shall have satisfied itself as to the condition of the Sale Land and the fitness for its intended use.**

The term **“hazardous substances”** includes but is not limited to, biological materials and agents (whether hazardous, in fact, or not), petroleum products and by-products, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials, hazardous chemicals, and hazardous substances as defined in any federal, provincial or municipal legislation.

8. The City in entering into this Agreement is doing so in its capacity as an owner of real property and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the **Municipal Government Act**, R.S.A. 2000 c. M-26 and any amendments thereto, and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement and nothing in this Agreement restricts the City, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

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9. The **waiver of any term or condition of this Agreement shall be in writing.**

10. The terms and conditions of this Agreement shall continue beyond the closing of the sale of the Sale Land to the Buyer and they shall not merge with the transfer of the Sale Land.

11. The terms and conditions of this Agreement shall be binding upon the respective heirs, executors, administrators, successors and assigns of the City and the Buyer. Prior to the Closing Date, **the Buyer shall not assign** its interest in the Sale Land without the written approval of the City.

12. **TIME IS TO BE CONSIDERED OF THE ESSENCE OF THIS AGREEMENT** and therefore, whenever in this Agreement either the City or the Buyer is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the City and the Buyer.

13. Any **notices** that may be necessary to be sent to the City shall be mailed, telecopied or delivered to the following address:

Sustainable Development
Corporate Properties
20th Floor, Century Place
9803 – 102A Avenue N.W.
Edmonton, Alberta T5J 3A3

Phone: (780) 496-6555
Fax: (780) 496-6577

Attention: _____

and in the case of the Buyer, by mailing, telecopying or delivering any notices to the following **address:**

Phone: _____
Fax: _____

Attention: _____

14. In reading and interpreting this Agreement:

- (a) the word **“Buyer”** shall be read and interpreted as in the plural instead of the singular number if there is more than one buyer named, and the terms and conditions of this Agreement shall bind the buyers individually as well as jointly;
- (b) the masculine gender shall include the feminine or a body corporate where in this Agreement, the context or the parties require;
- (c) the word **“shall”** is to be read and interpreted as mandatory and the word **“may”** is to be read and interpreted as permissive; and

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- (d) any **bolding** of portions of this Agreement have been inserted for emphasis only and are not to be construed as affecting the interpretation or construction of this Agreement.

15. The City is a licensed Real Estate Brokerage in the Province of Alberta.

THE BUYER has executed this Agreement as of the _____ of _____, 20____.

WITNESS

Per: _____
(Seal)

WITNESS

Per: _____
(Seal)

THE CITY has executed this Agreement as of the _____ of _____, 20____.

APPROVED:

THE CITY OF EDMONTON, as
Represented by the _____
of Corporate Properties,
Sustainable Development

AS TO FORM: _____

AS TO CONTENT: _____

Per: _____
(Seal)

M-311ma (Feb10/09)
COM:

SAMPLE

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA)
PROVINCE OF ALBERTA)
TO WIT)
)

I,
of the City of Edmonton,
in the Province of Alberta
MAKE OATH AND SAY:

1. I am an officer of _____ named in the within instrument.
2. I am authorized by the corporation to execute this instrument without affixing a corporate seal.

SWORN BEFORE ME)
at the City of Edmonton)
in the Province of Alberta)
this _____ day of ,)
20_____)
)
)
)
)
)
)
_____)

SIGNATURE OF OFFICER

A Commissioner for Oaths
in and for the Province of
Alberta
Commission expires

SAMPLE

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT

)
)
)
)

I,
of the City of Edmonton,
in the Province of Alberta
MAKE OATH AND SAY:

1. THAT I was personally present and did see _____ named in the within instrument who _____ personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein;

2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto;

3. THAT I know the said _____ and _____ in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME
at the City of Edmonton
in the Province of Alberta
this _____ day of
20____

)
)
)
,)
)
)
)
)
)
)

SIGNATURE OF WITNESS

A Commissioner for Oaths
in and for the Province of
Alberta
Commission expires