



SAMPLE

Land
**Subject to: Financing/Soil Tests & Environmental Studies/
Development Permit**

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 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 under this Agreement shall be paid on the date for payment and at the address for notice to the City as stated in Clause 15 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**:

- (a) the Buyer obtaining financing acceptable to the Buyer for the purchase of the Sale Land in the manner contemplated in this Agreement (the “**Financing Condition**”);
- (b) the Buyer conducting soil tests and environmental studies as may be required by the Buyer for the Buyer’s proposed development of the Sale Land (the “**Soils Condition**”); and
- (c) the Buyer obtaining any development permits as may be required by the Buyer for the Buyer’s proposed development of the Sale Land consistent with the current ____ Zoning (the “**Development Condition**”).

The Financing Condition, the Soils Condition and the Development Condition are to be fulfilled or waived in writing, as the case may be, 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 Financing Condition, the Soils Condition and the Development Condition are:

- (d) not fulfilled or waived, as the case may be, 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, 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 with the exception of those obligations and rights in Clause 8 and the City shall have no further rights as against the Buyer, including any claim to damages;
- (e) fulfilled or waived, as the case may be, 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** incurred by the Buyer and associated with the fulfilment of the Financing Condition, the Soils Condition and the Development Condition shall be borne solely by the Buyer. The Financing Condition, the Soils Condition and the Development Condition are for the sole benefit of the Buyer and may only be waived by the Buyer in writing.

The Buyer shall, upon written request by the City, provide to the City a copy of all soils tests and environmental studies as conducted by the Buyer on the Sale Land.

4. All costs associated with **utility services, auxiliary lanes, curb crossings, paving and median breaks, and modifications, additions, relocations and reconstruction of sidewalks, curbs, gutters, and crossings**, as required for any proposed **development by the Buyer** on the Sale Land, shall be at the sole cost of the Buyer. All proposed vehicular **access points** to the Sale Land shall be approved by the City's Transportation Services at the time of development application.

5. If, after the Closing Date, the Buyer shall carry out a **future subdivision** of the Sale Land, then the Buyer shall be solely responsible for all conditions and costs of the subdivision, which may include without limitation, all dedications, utility servicing, reserves or the payment of monies in lieu thereof, which may result from the subdivision of the Sale Land and which may be required pursuant to the provisions of the **Municipal Government Act, R.S.A. 2000 c. M-26** and any amendment thereto, or any other legislation in force in the Province of Alberta.

6. 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. 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 to:
 - (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. Upon the date of execution of this Agreement by the City and the Buyer, the Buyer shall be granted a **right of entry to the Sale Land** (the **“Right of Entry”**), for the purposes of erection of permitted signage, carrying out surveys, environmental tests and studies, and soil tests, which will enable the Buyer to appraise the Sale Land for its proposed development. The Buyer shall indemnify and save harmless the City from and against any and all claims, liabilities and damages which may arise from any act or omission of the Buyer, its employees, agents or contractors as a result of the granting of the Right of Entry. If the sale of the Sale Land is not completed on the Closing Date, then the Buyer shall upon the written request of the City, **restore the Sale Land** back to the state in which it existed prior to the exercising of the Right of Entry. The costs of the restoration shall be at the sole expense of the Buyer and must be completed within thirty (30) days from the date of the receipt by the Buyer of the City’s written request.

9. All applicable taxes and assessments in the nature of sales taxes, goods and services taxes or value added taxes (the **“GST”**), which may be charged, levied or assessed as a result of the Buyer’s purchase of the Sale Land, shall be paid by the Buyer. The Buyer hereby warrants to the

City that they are a registrant pursuant to the applicable tax legislation and will be responsible for the remittance of the GST to the appropriate taxing authority; such registration number being _____ . In the event that the Buyer is a registrant and has the obligation to pay the GST directly to the relevant taxing authority, then the Buyer shall indemnify and save harmless the City from any claims, liabilities or damages which the City may incur in regard to the payment by the Buyer of the GST.

10. 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.

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

12. 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.

13. 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.

14. **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.

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

Sustainable Development
Real Estate and Housing
10th Floor, Edmonton Tower
10111 – 104 Avenue N.W.
Edmonton, Alberta T5J 0J4

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: _____

16. 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
- (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.

17. 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)

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

APPROVED: _____

AS TO FORM: _____

AS TO CONTENT: _____

THE CITY OF EDMONTON, as
 Represented by the _____
 of Real Estate and Housing,
 Sustainable Development

Per: _____
 (Seal)

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