

**LAND SALES AGREEMENT FOR  
IND DISTRICT LOTS REQUIRING DEVELOPMENT**

**BETWEEN:**

**VILLAGE OF HEISLER**

(the "Village")

-and-

\_\_\_\_\_  
(the "Purchaser")

**A.** The Village is the registered owner of lands legally described as:

Plan \_\_\_\_\_

Block \_\_\_\_\_

Lot \_\_\_\_\_

Municipal Address: \_\_\_\_\_

(the "Property").

**B.** The Purchaser has agreed to purchase from the Village and the Village has agreed to sell to the Purchaser the Property for a purchase price of ONE (\$1.00) DOLLAR/lot (the "Purchase Price") in accordance with the terms set out in this Agreement.

In consideration of the sale of the Property and the payment of the Purchase Price, the Village and the Purchaser agree as follows:

**1. Payment of Purchase Price**

1.1. The Purchaser shall purchase the Property from the Village and the Village shall sell the Property to the Purchaser for the Purchase Price of ONE (\$1.00) DOLLAR/lot, subject to the terms and conditions set out in this Agreement.

**2. Deposit**

2.1. The Purchaser shall pay to the Village a refundable deposit in the sum of FIVE THOUSAND (\$5,000.00) DOLLARS. ("The Deposit") shall be refunded to the Purchaser in accordance with clause 3.7 below.

**3. Building Commitment**

- 3.1. The Purchaser agrees to build an IND district residential building on the Property to be substantially completed within two (2) years from the Possession Date.
- 3.2. The Purchaser acknowledges and agrees that it shall comply with all municipal bylaws with regards to construction of such dwelling and specifically acknowledges that a concrete foundation is required.
- 3.3. The Purchaser agrees to grade the Property in conformity with the drainage pattern established by the municipal authority.
- 3.4. The Purchaser shall commence construction on all of the parcels of land comprising the Property within six (6) months from the date of this Agreement.
- 3.5. A certificate of substantial completion must be obtained by the Purchaser for each of the parcels of land comprising the Property within two (2) years from the Possession Date.
- 3.6. If the construction has not been substantially completed within the above time frame, at the Village's option, the Village shall be at liberty to make use of the Transfer Back referred to in clause 4.3 herein in order to transfer back the Property to the Village and the Village shall retain the Deposit.
- 3.7. The Deposit, without interest, shall be returned by the Village to the Purchaser once the development has been completed to the satisfaction of the Council of the Village of Heisler, and is subject to any deductions for charges and expenses incurred by the Village pursuant to the terms set out herein.

#### **4. Transfer of the Property**

- 4.1. Upon the Purchaser making all payments set out herein, the Village shall provide to the Purchaser or Purchaser's counsel a registrable Transfer of Land for the Property subject to such trust conditions as the Village's solicitor deems appropriate.
- 4.2. The Village shall not be required to transfer title to the Property to the Purchaser unless and until all payments set out herein have been made by the Purchaser.
- 4.3. The Purchaser will provide the Village's solicitor with a registrable Transfer Back for the Property.
- 4.4. The Village reserves the right to register any encumbrances, as required by the Village, prior to transfer of title of the Property to the Purchaser including any caveat with respect to this Agreement.
- 4.5. The sale of the Property shall be subject to the exceptions, conditions and reservations expressed in the original grant of land from the Crown or expressed or implied in the existing Certificate of Title and any and all Encumbrances registered against the certificate of title. For the purposes of this Agreement, an "Encumbrance" includes but is not limited to any encumbrance:

- a. restricting the development of the Property (including but not limited to building setbacks, height restrictions and parking restrictions),
- b. notifying prospective Purchasers and landowners in the vicinity regarding unique features of the Property or land in the vicinity of the Property,
- c. easements, utility rights-of-way and restrictive covenants, and
- d. encumbrances, liens or charges as may have been made or suffered by the Purchaser

and provided however that the Village may provide the Purchaser together with the Transfer of Land an undertaking from its solicitor to discharge some or all of the non-permitted encumbrances which remain on title within a reasonable period of time after registration of the Transfer and payment of the Purchase Price.

- 4.6. The Purchaser acknowledges and agrees that it is solely the responsibility of the Purchaser to review, investigate and make inquiries into:
  - e. any encumbrances registered on the certificate of title for the Property;
  - f. the land use designation of the Property and other land in the vicinity of the Property; and
  - g. any other matters that could affect the Purchaser's development, use or enjoyment of the Property.

## **5. Possession of the Property**

- 5.1. The Purchaser shall be granted possession of the property on the date of registration of transfer of title into the name of the Purchaser.
- 5.2. Should the Purchaser take possession of the property prior to registration of transfer of title in the name of the Purchaser, such possession shall be at the sole risk of the Purchaser.

## **6. Adjustments**

- 6.1. All taxes (or at the option of the Village, an amount in lieu of taxes equal to the pro-rated estimated taxes for the Property for the current year), rates, levies, charges, local improvement charges, assessments, utility charges and hook-up fees, and any other imposition whatsoever, rated, charged, assessed or imposed by authority of Parliament, or of any legislature, or local authority or otherwise howsoever on or with respect to the Property and any rents in relation to the Property shall be adjusted as of date of possession.

## **7. Expenses**

All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred by both the Purchaser and the Village in connection with this Agreement and the transactions contemplated hereby shall be paid by the Purchaser.

## **8. Utility Services**

- 8.1. Gas, electric, water and sanitary sewer utility services for the Property will be available from the nearest point of service. For the purposes of this Agreement, the “nearest point of service” shall be defined as the closest point to the Property at which the utility service connections can be hooked up to the utility service mains.
- 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 in relation to the Property, 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. For the purposes of this Agreement, “utility services” includes but is not limited to gas, electric, water, sanitary sewer and storm sewer.
- 8.3. The Purchaser acknowledges and agrees that it is responsible for verifying the location, standards, specifications and availability of utility services to the Property with the applicable utility provider and for determining the Purchaser’s specifications and requirements for utility services.

## **9. “AS IS, WHERE IS” Purchase of the Property**

- 9.1. Notwithstanding any term or condition of this Agreement, the Purchaser shall purchase the Property on the express understanding that:
  - h. there are no agreements, conditions, warranties or representations relating to the Property or land in the vicinity of the Property other than stated in this Article 9;
  - i. except as provided in this Article 9, the Village does not warrant:
    - i. the quality, condition or sufficiency of the Property for any use or purpose,
    - ii. the adequacy of any or all utility services and municipal improvements and infrastructure either to or on the Property, or
    - iii. the absence or presence of hazardous substances and or undermining, in, on, under, over or adjacent to the Property;
  - j. the Property is being sold to the Purchaser on a strictly “as is, where is” basis and the Purchaser shall acquire the Property at its own risk, with all faults and

imperfections whatsoever, including without limitation, the presence of all hazardous substances (if any); and

- k. the Purchaser shall satisfy itself as to the condition of the Property (including but not limited to the presence or absence of hazardous substances) and the fitness and suitability of the Property for the Purchaser's intended use.
- l. in the event that any time within two (2) years from the date of this Agreement, the Purchaser determines that the Property can not reasonably be utilized for the Purchaser's intended use, the parties agree as follows:
  - i. the Purchaser shall, at its sole expense, immediately repair any damage caused to the Property or any adjacent lands, to the satisfaction of the Village, by virtue of such entry thereon or the exercise of any rights granted to the Purchaser pursuant to this Agreement; and
    - (1) the Purchaser shall transfer the Property back to the Village; and
    - (2) the deposit shall be retained by the Village; and
    - (3) this agreement shall terminate.

## **10. Construction on or about the Property**

- 10.1. The Purchaser and/or its contractor shall ensure that during any development on the Property, there shall not be placed or deposited any excavated dirt upon Village land (including but not limited to any Village easement or utility right-of-way), and if such excavated dirt is so deposited, the Village shall have the right to have the dirt removed at the expense of the Purchaser.
- 10.2. The Purchaser shall ensure that all debris, building materials, cement, garbage and refuse are retained on the Property during development and properly disposed of by the Purchaser or its contractor.
- 10.3. The Purchaser shall not permit any of the foregoing materials to be deposited (intentionally or unintentionally) upon Village 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 Property. Any debris, building materials, cement, garbage or refuse that is disposed on or blows onto Village land may be removed by the Village 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.
- 10.4. The Purchaser shall ensure that the Property is maintained in a neat and tidy manner in accordance with the applicable bylaws. If, in the sole opinion of the Village, the Purchaser is not maintaining the Property as required, the Village may enter upon the Property and maintain the Property at the expense of the Purchaser.

10.5. The Purchaser shall be responsible for any damage caused to Village property during the carrying out of any work or construction on the Property. In the event of any damage to Village property, the purchaser will complete repairs to the satisfaction of the Village. In the event that the Village incurs any cost in order to repair any damage, the purchaser will pay the cost to the Village. Any amounts outstanding for repairs of damage to Village property can be added to the taxes of the Property.

**11. Time is of the Essence**

11.1. Time shall in all respects be of the essence in this Agreement, and therefore, whenever in this Agreement either the Village or the Purchaser 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 Village and the Purchaser.

**12. Notices**

12.1. Whenever it shall be required or permitted that notice or demand be given or served by either party on the other party, such notice or demand shall be in writing and may be delivered or sent by prepaid registered or certified letter addressed to the other party for which it is intended at the address hereunder or by facsimile transmission to the facsimile number hereunder, or to such other address or facsimile number as may be substituted therefore from time to time by proper notice:

**Address of Village:** Chief Administrative Officer  
Village of Heisler  
Box 60  
Heisler, AB T0B 2A0

and if transmitted by facsimile, shall be transmitted to (780) 889-2280

**Address of Purchaser:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and if transmitted by facsimile, shall be transmitted to \_\_\_\_\_

12.2. Any notice or correspondence delivered by mail shall be deemed to have been received within five (5) business days following the postmark date, excepting that in the case of a postal strike or disruption this deeming provision shall not apply to any notice or correspondence sent during or within five (5) business days prior to the postal strike or disruption and any notice or correspondence shall be hand delivered or sent by facsimile during the course of a postal strike or disruption. Any notice or correspondence sent by facsimile shall be deemed to have been received on the same

day if transmitted on a business day during normal business hours, or the next business day if not transmitted on a business day or if transmitted after normal business hours on a business day. For the purposes of this Agreement, "business day" shall not include Saturdays, Sundays or Alberta statutory holidays.

### **13. Assignment by the Purchaser**

13.1. The Purchaser covenants and warrants that it is not purchasing the Property for the purpose of land speculation. The Purchaser shall not re-sell, transfer, subdivide, assign or otherwise dispose of its right, title, interest or equity in or to the Property, or any part thereof, without first obtaining the written consent of the Village, which may be arbitrarily withheld by the Village. Any such consent shall be subject to the parties entering into an assignment agreement with the third party satisfactory to the Village, which shall include a term stating that notwithstanding any assignment or transfer, the Purchaser shall remain liable to the Village for the fulfillment of the terms and conditions set out in this Agreement.

### **14. General**

14.1. This Agreement shall be construed and the relations between the parties determined in accordance with the laws of the Province of Alberta. The Courts of the Province of Alberta shall have exclusive jurisdiction with respect to all matters relating to or arising out of this Agreement.

14.2. The terms and conditions of this Agreement will ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

14.3. Waiver by the Village of the strict performance of any condition, covenant or agreement herein contained shall not constitute a waiver of or abrogate any other condition, covenant or agreement nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions.

14.4. This Agreement constitutes the entire agreement between the parties hereto and no representations, warranties or promises have been made as between the parties hereto save where herein contained.

14.5. 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).

14.6. In reading and interpreting this Agreement:

- a. the headings used throughout this Agreement are inserted for reference purposes only and are not to be considered or taken into account in construing

the terms and provisions of any section or clause and are not to be deemed in any way to qualify, modify or explain the effects of such provisions or terms;

- b. the recitals set out at the beginning of this Agreement and any attached Schedules form part of this Agreement;
- c. the word "Purchaser" shall be read and interpreted as in the plural instead of the singular number, if there is more than one purchaser named, and the terms and conditions of this Agreement shall be binding on the purchasers individually as well as jointly;
- d. the masculine gender shall include the feminine or body corporate where, in this Agreement, the context or the parties require;
- e. the word "shall" is to be read and interpreted as mandatory and the word "may" is to be read and interpreted as permissive; and
- f. any bolding or capitalization 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.

THE **PURCHASER** has executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

THE **VILLAGE** has executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER