

SAMPLE

OFFICE USE ONLY

Tax Roll # 140000

Plan 071 5724

Block 79

Lot 11

Balance Due: \$74,637

Closing Date:

THIS AGREEMENT dated this day of , 2009.

BETWEEN:

Town of Nanton
(the "Vendor")

- and -

(the "Purchaser(s)")

PURCHASE 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) "Architectural Design Guidelines" means those requirements as described in Schedule "C" attached hereto;
 - (b) "Closing Date" means ; the latter of: i) fifteen (15) days after the Condition Date or ii) if no conditions, thirty (30) days from execution of this agreement unless otherwise agreed to in writing by both parties;
 - (c) "Condition Date" means those dates pursuant to Section 2 of this Agreement for the satisfaction or waiver of the Conditions;
 - (d) "Conditions" means those conditions precedent contained within Section 2 of this Agreement;
 - (e) "Deposit" means the sum of **10%** of the Purchase Price (**\$7,857**) as defined in section 1(k), herein;
 - (f) "Development" means the construction of an approved residential use building consisting of the following:

Single Family Dwelling (R1)

to be constructed in accordance with all applicable building permits, development permits, development agreements, by-laws, regulations, building and safety codes, Architectural

same being unknown shall be adjusted on a post-closing basis once the same becomes known.

6. 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. Late payment may, at the Vendor's discretion, result in the Purchaser's deposit being withheld or interest being charged to the Purchaser on the balance outstanding at 18% per annum, calculated daily from and including the Closing Date but excluding the day that the Purchase Price is paid in full. Payment received after 12:00 noon on any day shall be deemed to have been received on the next regular business day.

7. Upon being granted possession of the Lands, the Purchaser shall assume all risks and liabilities with respect to the Lands and buildings thereon.

8. The Vendor's solicitor shall provide the Purchaser's solicitor with a registerable 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 mortgage security documentation, if any, and the requirement to register the Vendor's Caveat respecting this Purchase Agreement. In the event that the Vendor does not provide the Purchaser's solicitor with the said registerable Transfer of Land and other documentation 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 Vendor provides said documents.

9. In the event that the Vendor fails to perform its obligations hereunder, the Deposit shall forthwith be releasable to the Purchaser without interest. In the event that the Purchaser fails to perform its obligations hereunder, upon the conditions being met, the Vendor shall be entitled to retain the Deposit as being automatically forfeited to the Vendor on account of liquidated damages without prejudice to the Vendor's ability to enforce any rights or remedies which the Vendor may have under this Agreement, at common law or in equity.

Further, in the event that the Purchaser does not comply with any or all of its obligations hereunder or the conditions of development approval to the satisfaction of the Vendor, the Purchaser may be prohibited from purchasing any additional lands from the Vendor at the absolute discretion of the Vendor.

10. The Vendor acknowledges and agrees that it shall provide:

- (a) water and sanitary sewer mains to the property line
- (b) sidewalk and/or curb and gutter
- (c) underground power, telephone, cable and natural gas to the property line
- (d) paved streets

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:

- (e) 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;

- (f) 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;
- (g) any approval of or consent to any proposed subdivision, use or development of the Lands;
- (h) 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, and further the Purchaser shall be responsible for the installation of all new utility services within the Lands, and all costs related thereto.

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

12. At any one time, the Purchaser may be the beneficial owner of or party to a Purchase Agreement for a maximum of five (5) titled parcels that have caveats registered against them pursuant to Section 13.

CONSTRUCTION OF DEVELOPMENT

13. The Purchaser acknowledges that as part of the consideration of the Vendor's agreement to sell the Lands to the Purchaser the Purchaser shall commence the construction of the Development within **twelve (12) months** of the Closing Date, and complete the construction of the Development to the point of reaching substantial performance, as that term is defined within the *Builders' Lien Act*, R.S.A. 2000, Chap. B-7, as amended, within **twenty-four (24) months** of the Closing Date, in accordance with all applicable building permits, development permits, by-laws, regulations, building and safety codes, and restrictions affecting the Lands and the Development. **Concurrently with this Agreement, the Vendor shall be entitled to register this Agreement against title to the Lands by way of caveat.**

14. In addition to the Purchaser's covenant set forth in Section 13 above, and in the event that the Purchaser sells, leases or otherwise transfers, or purports to sell, lease or transfer, the Lands or any portion thereof prior to the completion of the Development in accordance with this Agreement, the Purchaser covenants and agrees that it shall assign this Agreement in its entirety to the subsequent purchaser and provide the Vendor with proof of assignment.

15. The purchaser hereby acknowledges that he has read and understands this Sale & Development Agreement and Schedule "B" attached hereto.

16. The Purchaser acknowledges that it is his responsibility to determine which building permits, development permits, development agreements, by-laws, regulations, building and safety codes, and restrictions affecting the Lands and the Development are relevant and applicable for the purposes of his

purchase and development and it is his responsibility to read, gain understanding of and act in full accordance with the same.

17. In the event that the Purchaser does not comply with all relevant and applicable building permits, development permits, development agreements, by-laws, regulations, building and safety codes, and restrictions affecting the Lands and the Development, he hereby releases and forever discharges the Vendor from any and all liability that may arise as a result of the said non-compliance.

18. Nothing in this Agreement waives and nullifies the Purchaser's requirement to comply with provisions of all federal, provincial and municipal laws, including, but not limited to, the Town of Nanton Land Use Bylaw, Water and Sewer Bylaw, Unightly Premises Bylaw and Traffic Bylaw.

GENERAL

19. 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.

20. 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.

21. All normal conveyancing and other closing documents shall be prepared by the Vendor at the Vendor's expense. 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 of land and new mortgage, if any.

22. 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.

23. 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, taking possession of the Lands by the Purchaser, and the Closing Date, and shall not be merged therein or therewith.

24. The Purchaser shall provide to the Vendor proof of assignment of this Agreement, either in whole or in part.

25. 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.

26. Notwithstanding anything contained herein, time shall be of the essence.

27. 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 Lands and Permitted Encumbrances; and
- (b) Schedule "B" – Architectural Design Guidelines

28. 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.

29. 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: Town of Nanton
 1907-21 Avenue
 Box 609
 Nanton, Alberta T0L 1R0

 Attention: Mary Robley, CAO
- (b) to the Purchaser at:

or such other address as either party may designate from time to time by written notice to the other. Any notice shall be 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.

30. 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.

IN WITNESS WHEREOF the Vendor has executed this Agreement under the hands of its duly authorized signing officers and under its corporate seal on the day and year first written above.

TOWN OF NANTON

Per: _____
Chief Administrative Officer

Per: _____ (c/s)
Director of Corporate Services

IN WITNESS WHEREOF the Purchaser has executed this Agreement on the day and year first written above.

WITNESS

PURCHASER

Per: _____

Per: _____

*{Note: If corporate, provide seal. No witnesses necessary.
If no seal available, sign affidavit verifying corporate signing authority, before a Commissioner of Oaths.
If not corporate, have witness sign above and an Affidavit of Execution, before a Commissioner of Oaths}*

LAND TITLES ACT
(Section 152.3)

**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

I, (insert Officer's name), of the _____ of _____, in the Province of Alberta,

MAKE OATH AND SAY:

1. I am an officer or a director of (insert company name) named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the Town of
Nanton, in the Province of Alberta
this ____ day of _____, 2009.

*
*
*
*
*
*
*

A Commissioner for Oaths in and for the Province
of Alberta

AFFIDAVIT OF EXECUTION

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

MAKE OATH AND SAY:

1. That I was personally present and did see _____ named in the attached instrument, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the _____ of _____ in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said _____ who is/are in my belief of the full age of eighteen years.

SWORN before me at the _____)
in the Province of Alberta, this _____) _____
day of _____ A.D., 2009.) (witness sign)

Commissioner for Oaths in and for
the Province of Alberta

my commission expires on _____

SCHEDULE "A"
TO THE PURCHASE AGREEMENT

THE LANDS

PLAN 071 5724
BLOCK 79
LOT 11
EXCEPTING THEREOUT ALL MINES AND MINERALS

PERMITTED ENCUMBRANCES

- (a) Not applicable - UTILITY RIGHT OF WAY PLAN
- (b) _____ - CAVEAT
RE: PURCHASE AGREEMENT
(TO BE REGISTERED PURSUANT TO THIS AGREEMENT)

SCHEDULE "B"
TO THE PURCHASE AGREEMENT

ARCHITECTURAL DESIGN GUIDELINES

In addition to the requirements of the Town of Nanton Land Use Bylaw, the following design guidelines are to be met by the Purchaser and form part of the Lot Purchase Agreement.

1.0 Design Guidelines Objectives:

These guidelines are for the benefit of the homeowner in ensuring a planned, quality community. These guidelines are not meant to dictate any one particular style or design for residences, but rather provide basic standards to ensure continuity throughout the entire community.

2.0 Approval Process

All builder plans and site plans are to be reviewed in accordance with these guidelines by the Town's Planning and Development Officer with the application for Development Permit. Plans may require certain modifications where it is felt that the overall objectives of the guidelines are not being met. With the exception of Bylaw specific requirements, minor relaxations to the guidelines may be granted by the Vendor at the Vendor's sole discretion from time to time. The approval process for Development Permit applications will follow the criteria of the Land Use Bylaw.

3.0 Area Specific Guidelines

Three distinct development areas have been identified as part of Phase III

Area 1	Area 2	Area 3
Lots 1- 11, Block 85 Lots 1 – 4, Block 86	Lots 11-15,17-25, Block 79 Lots 2-12, Block 83 Lots 1 – 5, Block 84 Lots 1 – 12, Block 87	Lot 6 – 18, 21 – 31, Block 84

3.1 Floor Area

All measurements are total developed square footage / metres above grade, excluding garage.

R-1 Single Family Dwelling

Area	Bungalow/Bi-Level		Split Level		Two-storey	
	Sq. ft	M2	Sq. ft	M2	Sq. ft.	M2
1	1,400	130	1,400	130	1,800	167
2	1,200	111.5	1,200	111.5	1,600	148
3	1,000	93	1,000	93	1,400	130

R-2 Duplex Residential minimum floor areas as per current Land Use Bylaw.

3.2 Setbacks

As per current Land Use Bylaw.

3.3 Garages and Driveways

Area 1 houses are required to have a front 2-car garage as minimum. Garages and driveways will be sited in conformity with the Phase III Development Plan.

Area 2 & 3 houses are not required to have a garage. These houses may have the option of a front attached garage or a rear detached garage. Garages and/or driveways will be sited in conformity with the Phase III Development Plan. Lots with detached rear garages may access from the lane or the front street, but not both.

Whether attached or detached, garage finishes must be consistent in matching roof form, scaling and material detailing with the residence.

3.4 Construction Methods

Area 1 & 2 houses must be site built.

Area 3 is limited to site built, Ready to Move dwellings and Modular Homes with a length not to exceed twice the width of the unit, with a minimum width of 24 ft.

4.0 General Guidelines

4.1 Corner Lots

Two storey houses are not permitted on corner lots in the Residential R-1 areas.

4.2 Roofs

Houses must have a minimum of 4:12 principal (predominant) roof pitch. All garages are to maintain the same principal roof pitch as the house. All other accessory buildings with permanent foundations must maintain a minimum 4:12 roof pitch. Cedar shakes, tile, metal tiles and asphalt shingles are allowed. Pine shakes and steel roofs are not permitted.

4.3 Eaves

All eaves shall exceed at least 40 cm (16 inches) beyond the exterior walls. Eaves trough must match fascia and must be aluminum.

4.4 Foundations

All dwellings must be set onto permanent foundations. Special attention is to be given to the architectural treatment of the exposed foundation walls. All exposed foundations shall be covered with a parge concrete. A variance from this may be allowed if it can be demonstrated the alternate material or covering to be used will add or not detract from the appearance of the dwelling.

4.5 Exterior Materials

Acceptable exterior finishes include:

- Wood siding and battens (no log homes)
- Prefinished metal siding
- Stucco
- Vinyl siding
- Brick Rock/Stone

It is recommended that the use of brick or rock/stone/brick or construction of porches be incorporated on front elevations.

4.6 Colours

At the discretion of the Town's Planning and Development Officer, builders may be requested to submit samples of all proposed finishes. Bright colours are unacceptable.

4.7 Garages

Exterior finishes and design must be similar to the dwelling and not deter from the overall look of neighbourhood. Development permits are not required for accessory buildings under 100 sq. ft if they adhere to criteria of the Land Use Bylaw.

4.8 Additional Parking

RV parking pads must be located in the rear yard only and are to be shown on the site plan at time of plan application submission with the exception of Lots 1 – 4, Block 86. Lots 1-4, Block 86 RV parking pads must be located at the side yard with RV to be parked at same front yard setback as the principle building.

Soft sided/tarped garages are not acceptable in front, side or rear yards.

4.9 Lot Grading

Proper grading is the responsibility of the Purchaser. The Purchaser agrees with the Vendor that the building grade and site grades will be in accordance with the Grade Plans of West View Subdivision Phase III as prepared by Associated Engineering Alberta Ltd., and contained within the Grade Slip issued with the Development Permit, for sanitary sewer and lot drainage purposes.

If the resulting grades do not comply with specifications as stated in the Grade Slip, the Purchaser is responsible for ensuring that the lot drains properly and does not cause any drainage difficulties for adjacent properties and shall be held liable for any and all damages that are incurred by the Town or a third party land owner as a result of any said drainage difficulties. Retaining walls, as required, and shown on the approved site plan, are required to be built prior to the release of any security deposits pertaining to this Agreement.

The Purchaser is responsible for all survey related costs. A footing elevation certificate prepared by an Alberta Land Surveyor must be submitted to the Vendor after basement excavation and footings are formed.

A Real Property Report prepared by an Alberta Land Surveyor and identifying the actual front and rear yard landscape grades must be provided to the Vendor prior to security deposit and caveat release. The Accepted maximum tolerance limit from the Grade Plan landscape/final grade elevations is 10 centimeters (4 inches).

Additional top soil for final grading may be available from the Vendor on a first come, first served basis. Please inquire as to availability.

4.10 Fencing and Landscaping

Schedule "B"

Dry climate landscaping and water conservation methods are encouraged.

Trees are to be planted in location as to not impede vision of vehicular and pedestrian traffic. Property owners are responsible for planting, watering and maintenance of trees planted on their property and on boulevards. The planting of poplar and willow trees is prohibited.

Purchasers may be eligible for a maximum \$60.00 rebate on the purchase of a tree for front yard planting. Please refer to the Town of Nanton [Tree Rebate Policy](#) for further details.

Back and side yard fencing may not exceed a maximum height of six (6) feet. Front yard fences cannot exceed three (3) feet in height, with the exception of corner lots, which must comply with corner site triangle requirements as required by the Land Use Bylaw. The construction of individual lot fencing should be compatible with the development. No fences shall protrude/extend beyond the front face of the dwelling. Fences are to be of uniform wood construction or chain link. Slab or rail fences will not be allowed. Integrated garbage containers for laneway pick up must be located within lot boundaries.

4.11 Performance Security

The Purchaser agrees to provide to the Town of Nanton, prior to release of a development permit, performance security in the amount of **\$2,500**. No interest shall be paid on these deposits. The deposit will be held until such time as construction of the Development is completed in accordance with Section 13 and all applicable building permits, development permits, grade slips, development agreements, by-laws, regulations, building and safety codes, and restrictions affecting the Lands and the Development, including those listed above.

Copies of the Town of Nanton Land Use Bylaw may be viewed at www.town.nanton.ab.ca or at the Town of Nanton Office during regular business hours.

Planning and Development Officer
Town of Nanton
1907 21 Avenue
P.O. Box 609
Nanton, Alberta
T0L 1R0
Telephone: (403) 646-2029
Fax: (403) 646-2653
Email: develop@nanton.ca