

Nobleford Industrial Subdivision

March 1, 2015

AGREEMENT MADE THE ____ day _____, in the year ____

BETWEEN: THE VILLAGE OF NOBLEFORD, a Municipal Corporation in the Province of Alberta (herein called " the Village")
- and -

Name:

Address:

Phone: Fax cell Email:

(herein called " the Purchaser")

WHEREAS THE VILLAGE OF NOBLEFORD is the registered owner of certain lands hereinafter described: AND WHEREAS the Purchaser wishes to purchase the same for development in accordance with Policies and Bylaws, Development and Building Permits.

NOW THEREFORE IT IS AGREED between the parties as follows

- 1. In consideration of the sum of _____ (\$ _____) plus \$ _____ GST, now paid by the Purchaser to the Village, receipt of which is hereby acknowledged, the Village agrees to sell to the Purchaser the following lands, namely;

LOT # BLOCK # PLAN #
Civic Address EXCEPTING thereout all mines and minerals

Total Paid \$
Based on \$75.00 per square meter \$75,000 per hectare (approximately \$30,000.00 per acre).

subject to the exceptions, reservations or rights expressed or implied in the original grant from the Crown, and the existing Certificate of Title, free and clear of all encumbrances other than existing easements and rights of way.

- 2. The Purchasers acknowledge and agree that the Vendor is responsible for providing water and sewer services to within 20 meters of the property line of the said lands only. Maintenance of the complete lateral sewer and water line will be the responsibility of the PROPERTY owners. The lateral line is the entire length of line extending from the main line.
- 3. The Purchasers acknowledge and agree that the Purchasers are responsible for insuring for and paying for all electrical, gas and telephone services to the said lands as well as within the said Lands. The Purchaser agrees that they shall be responsible for the payment of all internal servicing.
- 4. The Vendor agrees to construct gravel Roads, install minimal street lights, fire hydrants and street signage by December 31, 2012 or waive the minimum levy for one year. (Any paving or additional upgrades shall be done by local improvement levies).
- 5. The Purchaser agrees to install property and roadway drainage culverts adjacent to the property as per Village standards and approval.

6. The vendor agrees to provide a location where purchaser may stock pile dirt. The Village will not provide additional fill dirt if required. The purchaser is not allowed to remove any dirt from the Village without approval from the Village CAO or Council.
7. Possession to the said property may be taken by the Purchaser immediately upon payment of the said purchase price or on date stipulated. Stipulated Date: _____
8. Unless otherwise stated, the adjustment of taxes shall be made as at the date appearing on this Agreement, subsequent to which date the Purchaser shall be responsible to pay all rates, taxes or other charges of a general nature imposed upon the Lands. Stated Date: _____
9. Effective, January 1, 2012, and for each year after, in whole or part, all properties with less than \$2.50 per sq meter property tax levy, shall be subject to an additional levy of \$2.50 per square meter, equal to the difference of the amount totalling \$2.50 per sq meter. If property tax is more than \$2.50 per sq meter there will be no levy due payable to the Village. This shall be applicable to all current and future owners of this property and with no expiry date.

1 sq meter = 10.76 sq ft, 1 acre = .404 sq meters (\$2.50 per sq m = \$1010 per acre)
10. The Purchaser shall be responsible for all maintenance of ditches, drainage swales, boulevards and laneways adjacent to the said Lands.
11. No one may resell undeveloped property without the written authorization from the Village stating date of motion supported by Council.
12. It is understood and agreed that the Purchaser is responsible for establishing boundaries and property lines of the Lands, and obtaining any Survey Certificates that may be necessary. Elevation of top of foundation wall may be no less than 40 cm, (16") above the nearest finished road elevation unless authorized by Nobleford Development officer.
13. The Village shall furnish to the Purchaser a good and registerable Transfer of Land for the aforesaid Lands:
 - (a.) Upon receiving a request and registration instructions for title transfer and being advised that construction on the said Lands has reached the stage of *BACKFILL FOUNDATION*, of the building approved in the Development Permit, or
 - (b.) when the Purchaser has provided to the Village satisfactory evidence that the Purchaser has obtained Mortgage approval for a **building** to be constructed pursuant to the Development Permit issued by the Village, (A Village building development permit must be issued prior to title transfer). or
 - (c.) At the approval of the Municipal Chief Administrative Officer or Council.
 - (d.) Upon title transfer, the purchaser must start construction on property within 120 days, unless otherwise stated, and that in the event this does not take place purchaser will transfer clear title, at their cost, back to the Village.
 - (e.) In the event of uncooperative transfer of clear title back to the village, the Village will seek to recover all incurred costs including Administration and Governance costs of Nobleford, from the purchaser.
14. The Purchaser agrees that development of the said property shall commence prior to the expiration of **ONE HUNDRED, TWENTY** (120) days from the date of the Agreement, unless otherwise stated, and shall be in accordance with the terms and conditions specified in the Development Permit issued by the Village, and with the Bylaws of the Village.
15. The Village may charge a refundable deposit fee of \$500.00 per lot to either the property owner or the Building Permit holder, to be used for any bylaw or otherwise stated contraventions or non compliance issues related to the construction such as, Village costs incurred to clean up garbage, weeds, debris. All or a portion of the deposit will be refunded upon discretion of the development officer and at such a time as when the building is considered complete and in compliance with building codes and development laws. **No** interest shall be paid.

16. Development on the property that does not require a building may take place at the written approval of the Development officer, CAO, or Council.
17. In consideration of the Village entering into the within Agreement, the Purchaser grants to the Village the irrevocable Option to buy back the aforesaid Lands for an amount equal to the price paid by the Purchaser **less TWENTY (20) Percent of the price** paid by the Purchaser. The Purchaser shall willingly and in a spirit of co operation provide a clear registerable land title to the Village and be responsible for all legal or other costs associated with transferring land title back to the Village. This Option is exercisable within Six (6) years from the date of the agreement and if:
 - (a) development has not proceed in accordance with the terms and conditions of this agreement or Development Permit, or building permits, or:
 - (b) as agreed to by the Vendor and the Purchaser.

This Option is exercisable by the Village sending notice of its intention to exercise this Option to the Purchaser at the address indicated herein by regular mail, and postmarked prior to the expiration of the time for exercising this Option.

18. For the purposes of this Agreement, including the sending of notices, the addresses of the parties hereto shall be as follows, subject to change by notice in writing being delivered by the party desiring to make such change:

**THE VILLAGE OF NOBLEFORD, P.O. Box 67, Nobleford, Alberta T0L 1S0.
Phone 403. 824.3555, Fax 403 824-3553 admin@nobleford.ca**

Purchaser; **Same as previously stated**

19. The within Agreement is not assignable by the Purchaser without the prior written consent of the Village.
20. Time shall be the essence of this Agreement.
21. This Agreement shall ensure to the benefits of, and be binding upon the parties hereto, their successors and approved assigns.
22. The Vendor represents and warrants to the Purchasers that, within the meaning of the **INCOME TAX ACT OF CANADA**, it is not a non-resident of Canada nor is it an agent or trustee for any person with an interest in the Lands who is a non-resident of Canada.
23. The purchaser shall be required to purchase a water meter from the Village. The property owner owns the water meter. It is the property owner's responsibility to install the water meter in the main service water line, and electronic reader within 1 meter of the front of the building facing the roadway according to Village Policy and Bylaws. Any costs to repair damage done to the water valve stand pipe service will be paid by purchaser.
24. This agreement is subject to the approval, regulations, bylaws of the Village of Nobleford and other levels of government and third parties.
25. In the event that no water and sewer services are connected to the property within 2 years from the date of purchase of the property, each lot will be subject to a basic Village utility services charge for sewer and water service as per Village utility rate schedule.

I have read and understand what is in the agreement I am about to sign.

IN WITNESS WHERE OF the parties thereto have hereunto executed this Agreement the day and year first above written.

SIGNED, SEALED & DELIVERED CAO, Village of Nobleford _____
In the presence of

Witness _____ Purchaser _____