

Centennial Subdivision Phase 5
RESIDENTIAL LAND PURCHASE AGREEMENT (LPA)

policy 02-07 a
March 1, 2015

AGREEMENT MADE THE _____ day _____, in the year 20____

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

- and -

Name:

Address:

Phone:

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 for 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 \$		

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 the property line of the said lands only. Maintenance of the complete lateral sewer and water line will be the responsibility of the home owners. The lateral line is the entire length of line extending to 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 will install services outside the said lands (water, sewer, electric power, gas, phone).
 5. The Vendor agrees to construct asphalt Roads, concrete sidewalks, curb and gutter, install street lights, fire hydrants and street signage.
 6. The Village will not provide additional fill dirt or top soil , but may make available fill or topsoil to be moved at purchasers expense. No soil from property may be removed from Nobleford.
 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. All properties with less than \$1000.00 property tax levy will be subject to an additional levy equal to the difference of the amount totalling \$1000.00. If property tax is more than \$1000 there will be no levy due payable to the Village. This shall be applicable to all current and future owners of this property.
- a- Land Purchase agreement shall identify a minimum of \$1000 levy applied to single family dwelling residential land and buildings on any single lot.

- b- The Levy is in effect starting the year of purchase of _____ option or purchase agreement until 5 years after the building is complete upon issue of permit services report (PSR).
 - c- Example. If a property is purchase on March 30, 2015, house is complete with PSR issued June 30 2017, minimum levy would end 5 years later with last payment 2021
 - d- Commercial and Industrial Land and Buildings, and Vacant land are subject to a minimum levy identified in Land Purchase Agreements or other agreement with no expiry date.
10. The Purchaser shall be responsible for all maintenance of 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 that 40 cm, (16") above the nearest finished curb elevation unless authorized by Nobleford Development officer and building inspector.
 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.) At the approval of the Municipal Chief Administrative Officer and Council.
 - (c.) Upon title transfer, the purchaser must start construction on property within 120 days, and that in the event this does not take place purchaser will transfer clear title, at their cost, back to the Village.
 - (d.) In the event of un-cooperative 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, 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 will 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. Concrete disposed of off property in Nobleford is subject to a minimum \$200 clean up fee per occurrence.
 16. 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.

17. 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 IS0.
Phone 403. 824.3555 fax 403 824-3553 admin@nobleford.ca

Purchaser; **Same as previously stated**

18. The within Agreement is not assignable by the Purchaser without the prior written consent of the Village.

- 19. Time shall be the essence of this Agreement.
- 20. This Agreement shall ensure to the benefits of, and be binding upon the parties hereto, their successors and approved assigns.
- 21. 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.
- 22. The purchaser will 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 according to Village Policy and Bylaws. Any costs to repair damage done to the water valve stand pipe service will be paid by purchaser.
- 23. 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
- 24. This agreement is subject to the approval, regulations, bylaws of the Village of Nobleford and other levels of government and third parties.

25. Special Terms and or Conditions of Purchase

Nobleford, Phase 5 CENTENNIAL RESIDENTIAL SUBDIVISION, 2015

Developed by the Village of Nobleford, Engineers are Associated Engineers, Contractor is McNally Contractors TD

Terms and Conditions of Residential lot sale:

Fully serviced; concrete curb, gutter, sidewalk, paved roads, street lights, hydrants built to Lethbridge standards

Lots priced \$23,500 to \$54,500 (5000 sq. ft lot for \$31,000) less \$2500 in possible discounts.

-Purchase agreement or first option agreement on sale March 30, 2015 at the Village of Nobleford Municipal office.

-Payment by cash or cheque, bank draft, money order. GST will be added. NO credit or debit.

-First option to purchase a lot will be offered and requires a 20% **NON REFUNDABLE** deposit which will expire December 31, 2016, or upon the Village receiving full payment from a challenging purchaser, and the Village giving the first option holder 30 days notice to make full payment. The first option holder shall forfeit the lot and deposit or transfer the option deposit to another available lot. This option may be transferable to an alternate lot prior to December 31, 2016 expiry.

-All agreements made on March 30, 2015 will receive a **\$500** discount.

-All lot purchases paid in full on March 30, 2015 will receive an additional **\$500** discount.

-Current residents and or property tax payers of Nobleford and those employed in Nobleford, paying for a lot in full before December 31, 2015, will receive an additional **\$500** off the lot price. Please present personal identification along with Village utility bill, employment pay stub or accommodation rental receipt.

-All lots sales; paid in full prior to December 31, 2015 will have a building start requirement date of June 1, 2017, after December 31, 2015 the 120 day building start requirement shall apply.

-All lots are subject to a minimum annual levy paid to the Village of \$1000.00 effective January 1, 2015.

-Properties purchased, paid in full and issued Construction Development and building permits prior to December 31,

-2015 will receive a \$1000 credit towards the minimum annual **\$1000** levy. The levy is in effect starting the year of option or purchase agreement until 5 years after building is complete upon issue of permit services report (PSR).

-Discounts apply to one lot per purchaser and purchaser name and title transfer name must be the same.

Change of name will result in all discounts to be repaid to the Village.

-Multiple lot purchases are possible but only one at a time and in sequence after others buying lots.

-Title transfer to purchaser is available after approved inspection at foundation backfill stage.

-Building construction authorization is anticipated for October 2015 with utility installed by December 31, 2015

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 _____