

OFFER TO PURCHASE

\_\_\_\_\_ of the \_\_\_\_\_  
(hereinafter called "the Purchaser")

**OFFERS TO PURCHASE FROM**

the Village of Milo

(hereinafter called the "Vendor")

the lands and premises municipally described as \_\_\_\_\_ and legally described as:

Plan  
Block  
Lot  
Excepting Thereout All Mines and Minerals

(hereinafter called the "lands") for the purchase price of \_\_\_\_\_ (\$ \_\_\_\_\_ .\_\_\_\_\_) DOLLARS payable as follows:

\$ \_\_\_\_\_ as a deposit herewith to be held in trust pending acceptance of this offer and completion of any conditions set forth herein.

**IF THIS OFFER IS NOT ACCEPTED OR THIS AGREEMENT TERMINATED AS A RESULT OF CONDITIONS NOT BEING MET, THEN THE DEPOSIT SHALL BE FORTHWITH REFUNDED TO US.**

\$ \_\_\_\_\_ (more or less) to be paid to the Vendor on or before the completion date as herein set forth

\$ \_\_\_\_\_ **TOTAL PURCHASE PRICE**

1. The lands and premises shall be free and clear of all financial encumbrances, but may be subject to normal easements and other encumbrances that do not adversely affect the value of the said lands.
2. The sale shall be completed on \_\_\_\_\_ .
3. The Purchaser will assume and pay all taxes, rates, local improvements, assessments and other charges and all adjustments (both incoming and outgoing) of whatsoever nature will be made as of 12:00 o'clock noon on the completion date.
4. All buildings and chattels included in the sale shall be and remain at the risk of the Vendor pending completion of the sale, and the Vendor shall keep the same insured and all insurance policies and the proceeds thereof shall be held in trust for the parties hereto as their interests may appear.
5. The Purchaser shall commence construction of a residence within one (1) year of the closing date and complete said construction accordance with the architectural controls upon the lands within 24 months (2years) of the completion of the sale of the lands to the Purchaser. If the Purchaser fails to construct the residence within the time period specified, at the Vendor's sole option, the lands shall be transferred back to the Vendor without notice to the Purchaser and the Vendor shall return to the Purchaser the funds received by the Vendor for the sale of the lands, less 20% of the total purchase price which shall be retained by the Vendor for administration costs related to the original sale and transfer back of the lands. The Purchaser shall provide to the Vendor a land transfer back to the Vendor to be held by the Vendor to be used in the event of non-compliance of the terms of this paragraph by the purchaser and the Vendor shall be permitted to register any such caveat necessary to protect its interests as set out within this paragraph, provided that upon completion of construction, said caveat is removed by the Vendor and the transfer back is returned to the Purchaser.
6. This Agreement shall be subject to the conditions set out below. If the conditions are not met by the date stated, this Agreement shall be null and void and the deposit paid herewith shall be refunded

to the Purchaser. The conditions may be unilaterally waived by the Purchaser by written notice to the Vendor on or before the expiry date for the satisfaction of the condition. The conditions are as follows:

- a. That the Purchaser obtain mortgage financing to purchase the within lands satisfactory to him by , \_\_\_\_\_ and the Purchaser shall communicate the compliance of this condition to the Vendor not later than 6:00 P.M. on that date.
  
7. All money owing to the Vendor shall be paid to the Vendor's Solicitor on or before date of completion. If the Vendor agrees to accept monies after the date of completion, the Purchaser shall pay interest at the rate of 7% per annum on any money owing to the Vendor at the date of completion, from the date of completion until the money is releasable to the Vendor.
  
8. This Real Estate Purchase transaction will be completed by way of the Western Torrens Protocol if it is permitted by the Purchaser's mortgage company . In the event that the Purchaser's mortgage company does not permit the use of the Western Torrens Protocol, the Purchaser agrees to buy Title (Gap) Insurance for the purposes of completing the Real Estate Transaction on the completion date
  
9. The total cost of discharging any existing mortgage, caveat or other encumbrance not being assumed by the Purchaser shall be paid by the Vendor.
  
10. The Vendor represents and warrants to the Purchaser that he is not now nor will he in sixty (60) days after possession date be a non-resident of Canada within the meaning of the Income Tax Act of Canada and that he is not the agent or trustee for anyone with an interest in these lands who is or who will in sixty (60) days after possession date be a non-resident of Canada within the meaning of the Income Tax Act of Canada.
  
11. Vacant possession of the lands shall be given to the Purchaser at 12:00 o'clock noon on the date of completion provided that all conditions are met and the entire purchase price is paid in the manner as previously set forth in this Agreement.
  
12. The Purchaser has inspected and agrees to purchase the lands as it stands, and it is agreed that there is no representation, warranty, collateral agreement, zoning, municipal permit or license, or condition affecting the said lands of the agreement to purchase and sell, other than is expressed herein in writing.
  
13. Any tender of money may be made by certified or banker's cheque or solicitor's trust account cheque.
  
14. Any tender of money may be made by the Purchaser, or the Purchaser's solicitor to the Vendor's solicitor and may be subject to the trust condition that the funds not be released until such time as clear title, subject only to those encumbrances envisaged herein, has been issued in the Purchaser's name.
  
15. The lands on completion date shall be vacant and free of all tenancies.
  
16. The Transfer of Land shall be prepared at the expense of the Vendor, and delivered to the Purchaser's Solicitor within a reasonable time prior to the date of completion.
  
17. The Purchaser shall pay all expenses involved with registration of the transfer and issuance of title in the Purchaser's name.
  
18. If the lands are not presently serviced with services including but not limited municipal water and sewer lines, roadway and laneways, and/or grading, the installation of such utilities shall occur at such times decided upon by the Vendor, at the Vendor's sole discretion.
  
19. The Purchaser shall be solely responsible for the installation and maintenance of all utilities within the Lands.
  
20. The Purchaser shall be solely responsible for providing any fill dirt and top soil the Purchaser

requires to landscape the Lands.

21. The Purchaser shall be solely responsible for establishing property lines, survey certificates and footing certificates as required.

22. In the event the Vendor does not provide the Transfer of Land to the Purchaser or his Solicitor in sufficient time to register prior to the completion date, then the Purchaser shall not be obliged to pay any interest to the Vendor on that portion of the cash to close attributable to the Purchaser's own funds (and not mortgages) provided those funds are paid to the Vendor's Solicitor in trust, until the Purchaser has a reasonable time in which to register that Transfer of Land.

23. If a new mortgage is a condition of this contract, the Vendor agrees to allow the Purchaser's Solicitor to register the transfer of title to obtain the advance of mortgage funds on the new mortgage PROVIDED THAT the Purchaser's Solicitor complies with reasonable trust conditions imposed by the Vendor's Solicitor until the Vendor has been paid the total purchase price.

24. The parties agree that the representations, warranties, and covenants herein shall not merge by the acceptance of documents, the registration of documents, or the taking of possession by the Purchaser and will survive the completion of the sale.

25. The deposit shall be forthwith refunded to me without deduction and without interest if:  
a. my offer is not accepted, or  
b. a condition is not satisfied, or  
c. the Vendor fails to perform this contract.

However, if this Offer is accepted and all conditions are satisfied and I then fail to perform this contract, the deposit shall be subsequently forfeited on account of liquidated damages and the Vendor may also take such other remedies against the Purchaser as the Vendor has at law.

26. If GST is applicable to this transaction:  
a. If the Purchaser is registered for GST, he will supply his GST registration number to the Vendor and the Parties agree to file the Proper forms and Elections so that GST need not be paid with the Purchase price.  
b. In the event that the Purchaser is not registered for GST or GST can not be deferred or waived by filing of the proper forms or elections on any portion of the purchase price, the Purchaser agrees to pay to the Vendor the applicable GST.

27. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto and where the singular is used throughout this Agreement, the same shall be construed as meaning the plural when the context hereto so requires.

28. Time is of the essence hereto.

DATED at the Village of Milo, in the Province of Alberta this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

**ACCEPTANCE**

The undersigned, the Village of Milo, do(es) hereby accept the above offer with all the conditions contained therein. The undersigned further agrees to and with the Purchaser to duly complete the sale on the terms and conditions of the above Offer.

DATED at Brooks, in the Province of Alberta this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Vendor

**VENDOR'S SOLICITOR:**

**PURCHASER'S SOLICITOR:**

RESTRICTIVE COVENANT AS TO USE OF LAND

To: THE REGISTRAR OF THE LAND TITLES OFFICE OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT, LAND TITLES OFFICE, CALGARY, ALBERTA.

WHEREAS the Developer is the registered owner of the Dominant Lands and the Servient Lands described in Schedule "A" attached hereto, situate in the Village of Milo, in the Province of Alberta;

AND WHEREAS the Developer intends to impose a scheme of mutually enforceable restrictions with respect to the use and Improvements of the Lands and buildings thereon in order to preserve the integrity of the Development;

NOW THEREFORE the Developer, as registered owner in fee simple, of all of the Lots, in consideration of the premises and the mutual covenants herein contained. on its own behalf and on behalf of its successors in title to each such Lot does hereby covenant and agree with itself as registered owner of each of the Lots and with each of its successors in title thereto, that the conditions and restrictions contained in this agreement shall be binding upon the Lots.

1. In this Restrictive Covenant, including the preamble, the following words and expressions have the meanings set out below:

(a) "Development" means the residential single family housing subdivision plan within which the Lots are located;

(b) "Developer" means Village of Milo;

(c) "Dominant Lands" means the lands described as Dominant Lands in Schedule "A" hereto;

(d) "Dwelling" means any residential dwelling constructed on any of the Lots;

(e) "Lands" means the Dominant Lands and Servient Lands described In Schedule "A" hereto;

(f) "Lots" means the lots described in Schedule "A" hereto;

(g) "Restrictions" means the provisions, restrictions and stipulations contained in

Paragraph 4 of this Restrictive Covenant;

(h) "Restrictive Covenant" means this agreement, as the same may be amended from time to time, and the expressions "herein", "hereof", "hereto" I "above", "below" and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the schedules hereto and do not refer solely to a particular article. section or paragraph unless specifically stated herein; .

(I) "Servient Lands" means the lands described as Servient Lands in Schedule "A" hereto;

2. The land use, occupancy restrictions and other restrictions herein described as being applicable to the Lots shall be and be deemed to be covenants running with the Lots and shall enure to the benefit of all Lots in the development (other than the Lot against which they are being enforced) and may accordingly be enforced in respect of any Lot for the benefit of which they have been granted by the owner of such Lot.

3. The said covenants and conditions herein contained shall not be personally binding upon nor enure to the benefit of the Developer or its successors and assigns except when it remains the registered or beneficial owner of any of the Lots and then only in respect of such Lots as are owned by it.

4. The restrictions that apply to each lot are the following:

- (a) No dwelling shall be placed on any of the Lots unless it is constructed as a single family dwelling and a minimum of 1100 square feet on the ground level;
- (b) The maximum dwelling size shall not exceed that allowed by current Village of Milo land use bylaws;
- (c) The maximum height of any dwelling shall be 40 feet;
- (d) All dwellings must have a minimum 4/12 (four feet in twelve feet) roof pitch.
- (e) All dwellings must be constructed with shingles designed to last a minimum of twenty years;

- (f) All dwellings must be constructed with a minimum 18 inch roof overhang;
- (g) All dwelling roofs must be constructed with cedar or approved pine shakes, concrete tiles, clay tiles, colored metal and asphalt shingles;
- (h) All dwellings shall be constructed with the front of the dwelling facing the adjacent roadway and shall provide a minimum of ten percent window coverage on the front of the dwelling;
- (i) All Lots shall be graded in such a fashion that drainage grades shall drain to the adjacent roadway and not onto adjacent Lots;
- (j) All driveways/sidewalks visible from the adjacent roadway shall have a clearly defined perimeter. At a minimum, driveways/sidewalks must have a gravel base covering and within the perimeter.
- (k) All dwellings shall be finished with either stonework, brickwork, wood siding, vinyl siding, stucco, non standing seam metal siding, or non v-beam corrugated metal siding.
- (l) All dwelling exterior colours shall be subdued or earth tones;
- (m) No business shall be conducted in or about any Lots except for:
  - (1) A builders' temporary sales office or a model home. or
  - (2) A one room office only which is not designated by any exterior signs.
- (n) All Lots must be sodded within one calendar year of completion of a dwelling on the Lot;
- (o) A tree with a minimum height of five feet shall be planted on the Lot within two years of completion of a dwelling on the Lot;

5. The Restrictions herein are imposed and annexed to the Servient Lands for the benefit of the Dominant Lands and may be enforced by the owner of the Dominant Lands subject to the terms hereof.

6. If any of the Restrictions herein or the application thereof to any party or any circumstances shall be held by any Court of competent jurisdiction to be invalid or unenforceable to any extent, then such restriction shall be severed from the remainder of this Restrictive Covenant, and the remainder of this Restrictive Covenant or application of such Restriction to a party or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby and each of the remaining Restrictions of this Restrictive Covenant shall be valid and enforceable to the fullest extent permitted by law.

7. This Restrictive Covenant is in addition to the requirements of the municipal or other governmental authorities having jurisdiction in respect of the use of the Lots and nothing contained herein shall be construed as permitting or authorizing anything which is prohibited, controlled or regulated by any statute, bylaw or legislation.

8. Nothing herein shall require or oblige the Developer to enforce this Restrictive Covenant or render the Developer liable for the failure of any of the owners from time to time of the Lots to adhere to or conform with the Restrictions contained in this Restrictive Covenant, it being the intention to attach to each of the Lots and owners thereof the obligation of the compliance and enforcement of this Restrictive Covenant.

IN WITNESS WHEREOF, the Developer has executed this Restrictive Covenant this \_\_\_\_\_ day of \_\_\_\_\_ AD. 2013.

Village of Milo

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Village of Milo

Per: \_\_\_\_\_

Per: \_\_\_\_\_



SCHEDULE "A"

**Dominant Lands:**

PLAN 1014833  
BLOCK 9  
LOTS 1-7  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1014833  
BLOCK 10  
LOTS 1-8  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1014833  
BLOCK 11  
LOTS 1-5  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1014833  
BLOCK 12  
LOTS 1-6  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**Servient Lands:**

PLAN 1014833  
BLOCK 9  
LOTS 1-7  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1014833  
BLOCK 10  
LOTS 1-8  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1014833

BLOCK 11

LOTS 1-5

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1014833

BLOCK 12

LOTS 1-6

EXCEPTING THEREOUT ALL MINES AND MINERALS