



CITY OF LETHBRIDGE
OFFER TO PURCHASE AGREEMENT
(INDUSTRIAL PROPERTIES)

(Municipal Address)

(Legal description, Lot, Block Plan)

I hereby offer to purchase the above described property, subject to the reservations and exceptions appearing in the existing certificate of title for the sum of: _____ **DOLLARS \$**

1. To be paid in the following manner

\$ _____ Deposit herewith as an indication of my good faith in making this offer

\$ _____ (More or Less) required on or before the _____ day of _____ A.D. 200____

\$ _____ TOTAL (Excluding GST)

2. This offer is made subject to the additional conditions

The Vendor to provide a Phase 1 Environmental Site Assessment Report.

and shall be open for acceptance by the Vendor in writing until 12 o'clock P. M. on the _____ day of _____, A.D. 200__.

3. Taxes, rents, insurance and interest shall be adjusted as at 12 o'clock noon on the _____ day of _____ 200__.

4. Vacant possession shall be given 12 o'clock noon on the _____ day of _____ A.D. 200__ subject to the terms hereof being complied with.

5. The said purchase price shall include the following:

The Vendor has developed the said lands by installing in abutting easements or roadways the following namely:

- | | |
|---------------------------------------|---|
| (i) water mains | (vi) electric distribution |
| (ii) storm sewers | (vii) street lighting |
| (iii) sanitary sewers | (viii) team track or main lead trackage |
| (iv) roads - strips, grade and gravel | (ix) paved roads (local improvement OR prepaid) |
| (v) curbs and gutters | |

it being understood that the above servicing does not include:

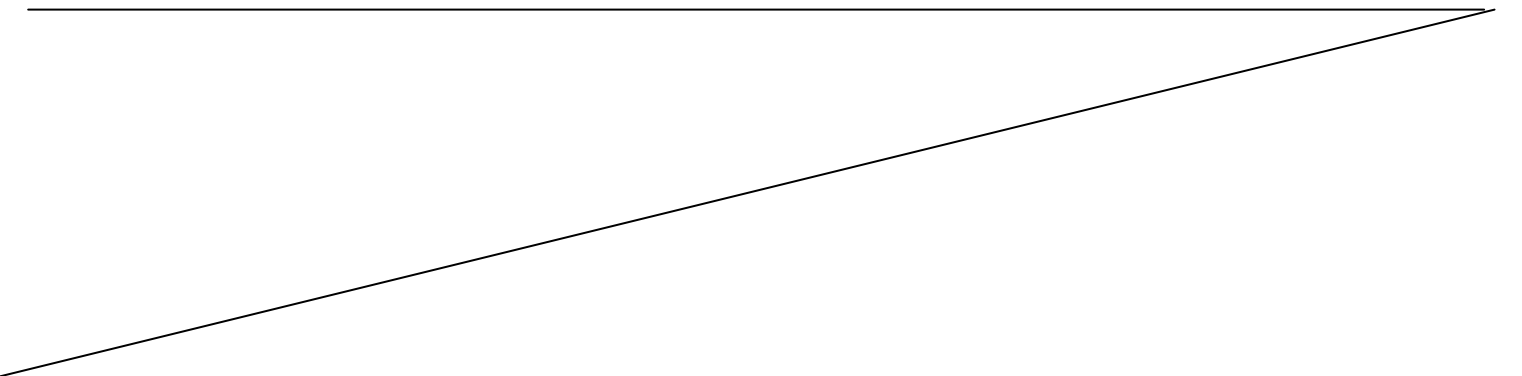
- (i) any service connection to the said lands, the costs of which are dependent upon the capacity required and location of the utility services and shall be negotiated separately. The service connections shall include, but not be limited to electrical (including transformer), water, sanitary sewer, storm sewer, driveway crossings, spur track, gas and telephone.

6. The Purchaser has inspected and agrees to purchase the property as it stands, and it is agreed that there has been no representation, warranty, collateral agreement, respecting land use, municipal permit or license, or other condition affecting the above described property, other than is expressed here in writing.

7. The transfer shall be prepared at the expense of the Vendor, and executed and delivered promptly to the Solicitor for the Purchaser.

8. The Vendor represents and warrants to the Purchaser that it is not a non-resident of Canada within the meaning of the Income Tax Act of Canada.

IF MY OFFER IS NOT ACCEPTED THE DEPOSIT WILL BE FORTHWITH REFUNDED TO ME, WITHOUT DEDUCTION OR INTEREST, PROVIDED HOWEVER, if my offer is accepted and I fail to comply with the terms as hereinbefore agreed the deposit shall be subsequently forfeited as liquidated damages and the agreement herein shall be null and void at the Vendor's option.



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 where the context is so required. Time shall in every respect be of the essence.

DATED AT _____ this _____ day of _____ A.D. 200____

SIGNED in the presence of:

Signature of Witness

Purchaser (please print)

Print Name of Witness

Signature of Purchaser

Agent Acting on Behalf of City of Lethbridge

Occupation

Signature of Co-Purchaser

Phone

Address

ACCEPTANCE

I, the undersigned, the owner of the above described property, hereby accept the above offer together with all conditions contained therein. I further agree to and with the purchaser to duly complete the sale on the terms and conditions of the Agreement and should I fail to do so, the purchaser may (at his option) cancel the Agreement and withdraw his deposit, or take whatever remedies he, the purchaser, may have at law. Any sales commission payable shall be paid directly to the Agent by the City of Lethbridge. All funds tendered by the purchaser to the Agent shall be forwarded to the City of Lethbridge without deduction.

DATED at _____, this _____ of _____ A. D. 200____

Mayor

City Clerk