

**CITY OF RED DEER
LAND SALES AGREEMENT
TIMBERLANDS NORTH**

Date: _____, 2015

Between:

THE CITY OF RED DEER
of P.O. Box 5008, Red Deer, AB., T4N 3T4
("The City")

-and-

«**Contractor**» «**First_Name**» «**Last_Name**» «**First_name_2**»
of «**Buyers complete mailing address**»
(the "Buyer")

Part 1 – Transaction

1. Definitions, Key Terms and Schedules - Key terms and definitions of capitalized terms used within this Agreement are contained or defined within the following schedules shall form a part of this Agreement:

- (a) **Schedule "A"** – Definitions, General Terms & Conditions, Option to Repurchase;
- (b) **Schedule "B"** – Construction Requirements; and
- (c) **Schedule "C"** – Residential Architectural Development Controls.

2. The Property and Title - The City agrees to sell and the Buyer agrees to buy the following Property:

Lot «**Lot_**»
Block «**Block**»
Plan 0920662
Excepting Thereout All Mines and Minerals
Municipal Address: «**Civic_Address**»

free of all encumbrances, registrations and obligations except the following:

- (a) Those implied by law;
- (b) Non-financial obligations now on title such as utility rights of way, easements, restrictive covenants (including but not limited to a restrictive covenant respecting the Architectural Development Controls); and
- (c) Caveats to protect The City's interests under this Agreement and its option to repurchase the Property.

3. The Purchase Price and Payment of Purchase Price - The price for the Property is the sum of «lot_price».00 plus GST, subject always to the terms of this Agreement. The Buyer shall pay the Purchase Price and the Security Deposit in the following manner:

\$ 5,000.00	Application Fee
\$ <<Final>>.00	Balance, payable on closing
\$ <<lot_price>>.00	Purchase Price
\$ 10,000.00	Security Deposit, payable on closing
\$ _____	Total Payable on Closing Date

in each case, not including applicable GST.

4. Goods and Services Tax - The Buyer is responsible for payment of GST in the amount of 5% of the Purchase Price upon closing. If the Buyer is properly registered for the purposes of the GST pursuant to the *Excise Tax Act* of Canada, and prior to the Closing Date the Buyer has provided confirmation satisfactory to The City that the Buyer is such a registrant (including, without restriction, a confirmation and indemnity respecting GST in a form and content satisfactory to The City), GST shall not be payable on the Closing Date. However, the Buyer 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 GST payable by the Buyer. The Buyer shall, in any event, indemnify and hold The City harmless from, any and all GST payable with respect to this transaction, together with any and all related costs incurred in enforcing or collecting GST, which amounts may be deducted from Security Deposit.

5. Closing Date - The Closing Date shall be _____, 20____, or such other date as agreed to in writing by the parties.

6. Deposits - Without prejudice to the remaining terms of this Agreement, the Application Fee, together with the Security Deposit, shall form a deposit as security for the due performance by the Buyer of its obligations to complete the purchase of the Property under this agreement. It shall be applied to the corresponding amount(s) due on closing of the transaction, however if the Buyer fails to complete the purchase contemplated within this Agreement, The City shall be entitled to retain the Application Fee, together with the Security Deposit, as being automatically forfeited to The City on account of liquidated damages without prejudice to The City's ability to enforce any rights or remedies which The City may have under this Agreement, in law or in equity.

Part 2 – Construction Obligations & Option

7. Commitment to Build - The Buyer represents, warrants, covenants and agrees with The City that the Property is being sold on the condition that the Buyer construct the Development on the Property within the time and in the manner specified, specifically that the Buyer shall:

- (a) Commence Construction, as defined in Schedule "A", of the Development on the Property within 12 months of the Closing Date; and
- (b) not to sell, transfer or lease the Property to any third party without first complying with the obligation to Commence Construction of the Development upon the Property without written permission from the City of Red Deer, Land and Economic Development Department;

and upon default of any of these requirements The City shall be entitled to the remedies provided within Section 8 of this Agreement.

8. Default of Construction Commencement Obligation - If the Buyer fails to Commence Construction within the required time indicated in Section 7 or if prior to commencing construction the Buyer advises The City in writing that it wishes to be relieved of its development obligations herein:

- (a) The City shall have the option to re-purchase the Property for 80% of the original Purchase Price, subject to adjustments in favour of The City as provided for within the terms contained within Schedule "A", free and clear of all registrations, encumbrances, liens, charges or other instruments which the Buyer may have registered or caused to be registered against the title to the Property, which option The City may exercise by notice in writing; and/or
- (b) The City shall have the option to declare the Security Deposit and applicable GST forfeited to the City as liquidated damages; and/or
- (c) subject to the exercise of The City's option, The City shall be entitled to register the Transfer Back into the name of The City upon closing;

and the option to repurchase transaction shall be completed in accordance with the terms contained within Schedule "A".

9. Security Deposit - The Buyer represents, warrants, covenants and agrees with The City as follows:

- (a) without restricting any of the foregoing (including, without restriction, forfeiture under Section 8 of this Agreement), the Security Deposit shall stand as security for the performance of all obligations of the Buyer contained within this Agreement including, without restriction:
 - (i) compliance with the Construction Requirements contained within Schedule "B";
 - (ii) compliance with the Architectural Development Controls contained within Schedule "C";
 - (iii) compliance with the construction obligations contained within Part 2 of this Agreement;
 - (iv) costs to repair any damage caused to municipal infrastructure (including, but not limited to, curbs and gutters), which has been determined by the City to have been caused or contributed to by the Buyer, or agents, contractors or invitees of the Buyer; and
 - (v) payment of any and all amount which may become due and owing by the Buyer to The City under this Agreement (including, without restriction, any legal costs of enforcement on a solicitor and his own client full indemnity basis);
- (b) in addition to any other rights or remedies available to The City, upon the occurrence of a default on the part of the Buyer, or the occurrence of any of the events outlined above, The City shall be entitled to apply all or any portion of the Security Deposit to the amount owed by the Buyer to the City, or the costs incurred by the City undertaking any of the Buyer's obligations in default; and
- (c) The City may retain the Security Deposit until the Buyer:

- (i) has complied with the Construction Requirements contained within Schedule "B"; and
- (ii) has completed construction in compliance with the Architectural Development Controls within 36 months of the Closing Date, to the reasonable satisfaction of The City's Approval Agent; and

at which time The City will refund the balance of the Security Deposit then remaining, and applicable GST, to the Buyer.

10. Extension of Construction Commencement Obligation – Any Buyer request for The City to extend the Construction Commencement deadline indicated in Section 7 hereof must be provided in writing to the Land & Economic Development Department's Manager prior to the Construction Commencement deadline. The City's agreement or refusal to grant the extension will be in the sole and unfettered discretion of The City's Manager of the Land and Economic Development Department. Any agreement to grant the extension of the Construction Commencement deadline will be on the following terms and conditions:

- (a) Payment of The City's then-current Extension Fee;
- (b) The City's receipt of the Buyer's application for building permit for the Property;
- (c) Any other terms and conditions imposed by the Land & Economic Development Department's Manager in their sole and unfettered discretion; and
- (d) Receipt of the Buyer's application for Architectural Development Controls approval.

11. Architectural Development Controls - The Buyer represents, warrants, covenants and agrees with The City as follows:

- (a) The Buyer agrees that the Development to be constructed on the Property will comply with the Architectural Development Controls in Schedule "C".
- (b) prior to commencing construction, the Buyer shall first submit to the City's Approval Agent, as set out in Schedule "C", for review and approval, plot plans, plot elevations, conceptual drawings, and other such documents, plans and information as may reasonably be required by the Approval Agent to confirm that the Buyer's proposed development conforms to the Architectural Development Controls;
- (c) Architectural Development Controls approval is at the sole discretion of the Approval Agent as appointed by the City of Red Deer.
- (d) if the Buyer fails to comply with the Architectural Development Controls within 36 months of the Closing Date, in addition to the City's ability to retain the Security Deposit, the City may at its option, but shall not be obligated to, exercise any of the following additional remedies:
 - (i) enter onto the Property with its own workers without prior notice to the Buyer to perform such work as may be necessary to make the Development comply with the Architectural Development Controls, and to recover the cost of so doing from the Buyer; or
 - (ii) seek an injunction or other legal remedy to require the Buyer to perform such work as may be necessary to make the Development comply with

the Architectural Development Controls in the event that such legal steps are necessary the Buyer shall be obligated to reimburse The City for any legal costs incurred in pursuing this option.

12. No Assignment - The Buyer shall not re-sell, transfer, subdivide, assign or otherwise dispose of the Property without the prior written consent of The City, which may be arbitrarily withheld, until the Buyer has complied with the provisions of this Agreement. Where The City provides written consent to an Assignment, the Assignee shall be bound to all of the terms of this Agreement, including the timelines for performing the obligations of the Buyer hereunder.

13. The City's Obligations Upon Commencement of Construction - Upon the Buyer Commencing Construction as set out in Part 2 of this Agreement, The City shall either return the Transfer Back to the Buyer or confirm that the Transfer Back has been destroyed. The City shall also discharge any Caveats The City may have registered upon the title to the Property pursuant to the provisions of Part 2 of this Agreement.

Part 3 - Conveyancing

14. Closing Documents - The City shall provide the Buyer's solicitor with a registrable transfer of land, the Transfer Back, Caveat Re: The City's option to repurchase the Property, and statement of sale and adjustments a reasonable amount of time prior to the Closing Date, and upon reasonable trust conditions or solicitor's undertakings which will allow the transaction to close in accordance with the terms of this Agreement including, without restriction, the registration of mortgage security documentation, if any, and the requirement to register The City's Caveat respecting The City's option to re-purchase the Property. Notwithstanding the foregoing, the trust conditions or undertakings will require that the Buyer's solicitor deliver to The City a registrable Transfer Back, to be held by The City as security for the performance of the Buyer's obligations under this Agreement. The Buyer acknowledges and agrees that Protocol closing shall not be permitted.

15. Costs of Closing - The Buyer shall be responsible for all of 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.

16. Possession and Closing - Upon payment of the Purchase Price, the Buyer shall be entitled to possession of the Property at 12:00 noon on the Closing Date. If The City agrees to accept late payment of the Purchase Price, the Buyer shall pay interest at the prime rate of the Alberta Treasury Branches plus 3% to The City calculated daily from and including the Closing Date to but excluding the day that the Purchase Price is paid in full. Payment received after 12:00 noon on any day will be payment as of the next business day which is deemed to mean a day when both the Land Titles Office and the chartered banks are open for business.

Part 4 – Eligibility Representations & Warranties

17. Buyer's Representations and Warranties - The Buyer acknowledges that The City wishes to ensure that there is an adequate supply of residential lots available to suit the needs of people who wish to build their own home. Accordingly, by signing this Agreement, the Buyer represents and warrants to The City that:

- (a) the Buyer is not the spouse, parent, or child living in the same residence of, any other person participating separately in the Lot Draw;
- (b) the Buyer is not a partner of, or a joint venturer with, any person or entity participating in the Lot Draw;
- (c) the Buyer, nor any Person Affiliated with the Buyer, is not a shareholder or director of any corporation participating in the Lot Draw;
- (d) if the Buyer is a corporation, that none of the shareholders or directors of that corporation are participating in the Lot Draw or are shareholders or directors in any other corporation participating in the Lot Draw; and
- (e) the Buyer is not colluding with any other group, person or body to subvert the intent of the Lot Draw structure so as to secure more than one lot contrary to The City's policies respecting the Lot Draw or this Agreement.
- (f) if this Agreement is assigned, the provisions of this section shall apply to the Assignee in the same manner as they apply to the Buyer.

18. Breach of Representation or Warranty - If The City, acting reasonably, determines that the Buyer has breached any Representation or Warranty, or the prohibition against Assignment, then The City may declare the Buyer to be in default of a fundamental term of this Agreement and:

- (a) where title has not been conveyed at the time the breach is established, The City shall be entitled to terminate this Agreement, take possession of the Property, retain any amounts then held by The City as deposits as liquidated damages which the Buyer acknowledges as being reasonable compensation for the loss suffered by The City, and not a penalty; and
- (b) where title has been conveyed at the time the breach is established, The City shall have the same rights and remedies as are available to it in the event of a failure to construct the Development as set forth within Section 8 of this Agreement including, without restriction, forfeiture of the Security Deposit as liquidated damages which the Buyer acknowledges as being reasonable compensation for the loss suffered by The City, and not a penalty.

The City may, at its option in its sole discretion, prohibit anyone who is determined to have breached the Representations and Warranties set out in this Part, or who The City reasonably determines has participated in a scheme designed to defeat the Lot Draw restrictions, from participating in further residential Lot Draws for a period of up to 10 years.

SIGNED AT RED DEER, ALBERTA WITH EFFECT THE DATE ABOVE WRITTEN.

CITY OF RED DEER

Per: _____ (c/s)
City Clerk

Individual Buyer
«First_Name» «Last_Name»

Witness)
)
)
)
)
)
)

Corporate Buyer

«Contractor»

Per: _____ (c/s)

Per: _____

«First_name_2»

Buyer

Co-Buyer

Affidavit of Execution For Individual Buyers

I, _____ of The City of Red Deer, Alberta, MAKE OATH AND SAY THAT:

I was personally present and did see «First_Name» «Last_Name» «First_name_2» and «First_Name» «Last_Name» «First_name_2» who on the basis of identification provided to me I confirm is (are) the person(s) named therein, duly sign the instrument.

The instrument was signed at Red Deer, Alberta, and I am the subscribing witness.

I believe the person(s) whose signature I witnessed is (are) at least 18 years of age.

SWORN BEFORE ME at Red Deer, Alberta,
this ____ day of _____, 2015.

)
)
)
)
)

Witness

A Commissioner for Oaths
in and for the Province of Alberta

Schedule A
Definitions, General Terms & Conditions, Option to Re-Purchase

Interpretation and Definitions

1. **Interpretation** - Words importing the singular shall include the plural and vice versa, words importing any gender shall include all genders, and "person" and words importing persons shall include natural persons, firms, partnerships, corporations, regulatory bodies and entities, legal or otherwise.

2. **Definitions** - In this Agreement:
 - (a) **"Approval Agent"** means the architectural consultant or contractor appointed by The City from time to time for the purposes of administering, and providing approvals under, the Architectural Development Controls;
 - (b) **"Application Fee"** means the sum of \$5,000.00 payable for registration at the Lot Draw;
 - (c) **"Architectural Development Controls"** means those architectural rules and guidelines for the Property as set out in Schedule "C" of this Agreement;
 - (d) **"Assignment"** means the transfer of the Property or rights of the Buyer under this agreement to any third party and in the case of a corporate Buyer, includes the transfer of a majority interest in the shares of the Buyer.
 - (e) **"Commence Construction"** means to cause basement foundations to be completed and inspected to the satisfaction of The City of Red Deer's inspectors in a proper and workmanlike manner;
 - (f) **"Construction Requirements"** means those requirements contained within Schedule "B" of this Agreement;
 - (g) **"Default Charges"** means any costs incurred by The City as a result of the default of the Buyer hereunder and includes:
 - (i) any expenses incurred by The City in clearing and restoring the Property to its original condition, including all costs necessary to remove any foundation, structure, debris or other material; and
 - (ii) any sum paid to a mortgagor or holder of any lien or security interest registered on the Property and to obtain a discharge thereof; and
 - (iii) any legal fees or expenses as between solicitor and his own client full indemnity basis incurred by The City in enforcing its rights hereunder;
 - (h) **"Development"** means construction of a residential dwelling on the Property in accordance with all applicable building permits, development permits, development agreements, by-laws, regulations, building and safety codes, and restrictions affecting the Property;

- (i) **“Extension Fee”** means the sum of \$1,000.00 per month;
- (j) **“GST”** means Goods and Services Tax under the *Excise Tax Act*, or any tax or imposition imposed in replacement thereof;
- (k) **“Lot Draw”** means the Lot Draw for Timberlands North;
- (l) **“Person Affiliated with the Buyer”** means the immediate family of the Buyer and includes spouse, parents, siblings and children;
- (m) **“Property”** means those lands legally described within Section 1 of this Agreement;
- (n) **“Security Deposit”** means the sum of \$10,000.00 provided by the Buyer to The City as security for the performance of the Buyer’s obligations under this Agreement;
- (o) **“Transfer Back”** means a Transfer of Land from the Buyer back into the name of The City.

Option to re-purchase terms and conditions

3. **Completion of Option to Re-Purchase the Property** - Upon exercising The City’s option to re-purchase the Property as provided within this Agreement, the transaction of purchase and sale under the option shall be completed on the 30th day following the date upon which The City exercised the option.
4. **Adjustments** - In addition to normal adjustments to taxes and utilities, if any, upon closing an adjustment shall be made in favour of The City equal to the Default Charges.
5. **Default Charges** - Where the Buyer defaults under the terms of this Agreement, then in addition to any other remedy specified in this agreement, The City shall be entitled to recover from the Buyer all applicable Default Charges.
6. **Ownership of Improvements After Default** - Where The City exercises its option to re-purchase the Property, and registers the Transfer Back due to a default by the Buyer, The City shall be the owner of all improvements on the Property without any obligation to account to the Buyer for those improvements.
7. **Caveat registration and postponement** - The obligations in this Agreement shall be covenants running with the land for the benefit of the parties hereto and their respective successors in title and The City shall be entitled to file and maintain a Caveat against the title to the Property in respect thereof.
8. **Postponement to Construction Financing** - In order to facilitate the obtaining of bona fide arm’s length third party mortgage financing respecting the Property, the City agrees to postpone and subordinate its rights under the required first financial charge

encumbrance contemplated above to a bona fide arm's length third party mortgage granted by the Buyer in respect of the Property provided that such mortgage:

- (a) is held by and administered by a chartered bank, ATB Financial, or a credit union, or any of their respective affiliates, or such other lender as approved by The City in its sole discretion;
- (b) provides for terms and a rate of interest which is a market rate of interest;
- (c) secures a construction loan to fund the construction of the Development, which loan shall be funded on a cost to complete basis or such other basis as The City may accept.

General

- 9. **Non-Merger** - The covenants of the Buyer, including in particular the representations and conditions precedent and subsequent, shall survive the transfer of title, the taking of possession of the Property and the Closing Date, and are deemed for all purposes to be covenants running with the land, binding upon The City and the Buyer, and shall not be merged therein or therewith.
- 10. **No Collateral Warranties** - There are no other terms, conditions, representations or collateral agreements relating to the Property which are not contained in this Agreement.
- 11. **Notices** - Notices to be given under this Agreement by mail or courier delivery, if mailed, shall be effective seven (7) days after mailing by ordinary mail:
 - (a) in the case of The City, to the Land and Economic Development Department at the address indicated at the top of page 1 of this Agreement; or
 - (b) in the case of the Buyer, to the address indicated at the top of page 1 of this Agreement.
- 12. **Time and Enurement** - Time shall be of the essence of this Agreement and this Agreement shall be for the benefit of, be binding upon and enforceable by the parties hereto and their respective heirs, executors, administrators, and where permitted their successors and assigns.
- 13. **Independent Advice** - The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this Agreement prior by executing this Agreement. Each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:
 - (a) obtained such legal or other professional advice; or
 - (b) waived the right to obtain such independent legal or other professional advice.

14. Miscellaneous:

- (a) **Remedies Cumulative** - The rights and remedies of The City under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available in equity or otherwise. The City will not be prevented from enforcing a right or remedy on the basis that another right or remedy hereunder deals with the same or similar subject matter. No single or partial exercise by The City of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which The City may be entitled.
- (b) **Waiver** - Waiver by The City of the strict performance of any condition, covenant or Agreement herein contained shall not constitute a waiver of or abrogate any other condition, covenant or agreement nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or agreement.
- (c) **Severability** - The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions.
- (d) **Entire Agreement** - This Agreement constitutes the entire agreement between the parties hereto and no representations, warranties or promises have been made as between the parties hereto save where herein contained.
- (e) **Schedules** - 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.

Schedule B Construction Provisions

- 1. Temporary Access to the Property** - Upon signing of this Agreement, the Buyer shall be entitled to a right of entry upon the Property for the sole purpose of carrying out soil, geotechnical and engineering tests, surveys and other investigations relating to the Property, at the Buyer's sole risk and expense and on the condition that:

 - (a)** the Buyer indemnifies and saves harmless The City from and against any and all liabilities, losses, damages, claims, demands, judgments, actions, proceedings, costs (including solicitor and client costs), and expenses suffered or incurred by The City arising out of or in any way connected with the entry upon the Property by the Buyer, its servants, agents, employees or contractors, including without limitation, the acts, omissions, negligence or wilful misconduct of any of the foregoing;
 - (b)** the Buyer shall, at its sole expense, immediately repair any damage caused to the Property or any adjacent lands, to the satisfaction of The City, by virtue of such entry thereon.
- 2. Nuisance** - During the development of the Property, neither the Buyer nor its construction workers shall place or deposit any excavated dirt upon any other lot not owned by the Buyer, or upon City land (including but not limited to any City easement or utility right-of-way), and if such excavated dirt is so deposited, The City shall have the right to have the dirt removed at the expense of the Buyer. In the event that there is a dispute as to which party placed or deposited such excavated dirt upon City land, the manager of The City's land department shall make the final determination as to the party responsible, acting reasonably.
- 3. Clean-Up** - The Buyer shall ensure that all debris, building materials, cement, garbage and refuse are retained on the Property during construction and properly disposed of by the Buyer or its contractor. The Buyer shall not permit any of the foregoing materials to be deposited (intentionally or unintentionally) upon City land, including but not limited to any park reserve and open space areas. The Buyer shall not permit lightweight materials to be blown away by wind from the Property. Any debris, building materials, cement, garbage or refuse that is disposed on or blows onto City land may be removed by The City at the expense of the Buyer. Additional fines and penalties may be levied against the Buyer in accordance with any applicable statute, regulation or bylaw.
- 4. Development/Building Permit** - the Buyer represents, warrants, covenants and agrees that:

 - (a)** the Buyer shall be solely responsible for obtaining any and all permits or approvals necessary for the Development including, without restriction, any and all development/building permit(s) and approval of the City's Approval Agent under the Architectural Development Controls;
 - (b)** the Buyer must:

- (i) ensure plans have been submitted to The City's Approval Agent in a timely manner, and that the approval of the Development by the Approval Agent is obtained prior to applying for a development/building permit;
 - (ii) comply with the Land Use Bylaw and all other bylaws and resolutions of The City respecting purchase of the Property and construction of the Development;
 - (iii) locate the dwelling in accordance with site plans approved by The City's development authority established under the *Municipal Government Act*;
- (c) no foundation permit will be issued until the Buyer:
- (i) has submitted a written request for such permit and paid in full for the Property; and
 - (ii) all underground services and gravel roads are constructed to service the Property (unless otherwise approved by The City Director of Development Services and the Inspections & Licensing Manager);
- (d) no building permit will be issued until the Buyer has supplied The City with documentation proving the foundation elevations comply with those shown in the grading certificate issued for the Property.

5. Soils and Foundations - the Buyer represents, warrants, covenants and agrees that:

- (a) the Buyer has inspected the Property and accepts it in its existing condition at the date of this Agreement;
- (b) the City makes no representations or warranties with respect to subsoil or foundation conditions and it is the sole responsibility of the Buyer to take appropriate steps to ensure adequate foundations for any buildings erected thereon;
- (c) The City makes no representation or warranty that adequate fill exists upon the Property and the Buyer shall be responsible to obtain or remove such fill as may be required to construct the Development to grade at its own expense;
- (d) prior to pouring any concrete, the Buyer shall have a geotechnical engineer inspect the soils at excavated depth and shall provide to The City on request a copy of the geotechnical engineer's report, verifying that the soils have adequate bearing capacity and stipulating any construction recommendations and specifications required;
- (e) upon completion of the foundation system, the Buyer shall submit a copy of the geotechnical engineer's bearing certificate and verification of the "as built" installation;

- (f) The City may require a structural engineer's report to be provided by the Buyer respecting the completion of the foundation system to the City upon request; and
 - (g) a weeping tile system around the perimeter of the foundation is required.
- 6. City Policies** - the Buyer represents, warrants, covenants and agrees to adhere to the Architectural Development Controls for Timberlands North, attached as Schedule "C" to this agreement.
- 7. General** - the Buyer will:
- (a) upon the request of the City appointed building inspector, provide to The City copies of all designs and inspections and other reports received by the Buyer from any engineer;
 - (b) ensure that no curbcuts and cuts for sidewalk driveway crossings will be constructed, due to the modified type of rolled monolithic curb to be constructed in the development area;
 - (c) check for and confirm the location and points of servicing for all utilities;
 - (d) provide for the installation and connection of electrical service leads, video, telephone, gas service, water service and sanitary sewer from the building and from the meters on the building to the utility system at a point designated by The City and established by the various utility departments;
 - (e) submit plans for any building permit in metric dimensions;
 - (f) protect the property survey pins for the Property, and if such pins are disturbed, to replace them at his sole cost and expense;
 - (g) provide for the placement and hauling of black dirt for landscaping purposes;
 - (h) obtain approval of the Engineering Services Department of the location of any driveway and remedy the settlement of any driveway in any easement areas at the Buyer's sole cost and expense;
 - (i) ensure that the type of dwelling and its elevation is compatible with the sewer grades, as required footing elevations within the subdivision will vary;
 - (j) confirm existing and proposed lot corner elevations (rear and front) and recommended landscaping grade with The City's Engineering Services Department, and complete final lot levelling;
 - (k) comply with any building grades established by The City and ensure that surface drainage from the final lot levelling will not flow upon or across adjacent lots;

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- (l) be responsible for any curb and/or sidewalk damage caused by construction and will be required to replace broken or damaged curb and/or sidewalk;
 - (m) be responsible for the installation of the driveway portion within the boulevard;
 - (n) not install any improvements within the utility right of way located at the rear of the Property until such time as the rear lane construction (curb, gutter and asphalt) has been completed.
- 8. Access to Property** - The Inspections & Licensing Manager or any employee of his department or any agent of The City may enter upon the Property at all reasonable times for inspection purposes.

SCHEDULE "C"

Architectural Development Controls

DRAFT

The City of Red Deer
(the "City")

- and -

«Contractor»
«First_Name» «Last_Name»
«First_name_2»
(the "Buyer")

LAND SALES AGREEMENT

TIMBERLANDS NORTH
RESIDENTIAL DEVELOPMENT
