

## **OFFER TO PURCHASE**

**THIS OFFER TO PURCHASE** is made by \_\_\_\_\_ (the "Offeror") to the CITY OF NORTH BATTLEFORD. (the "Vendor").

1. The Offeror hereby offers to purchase the lands set out below on the terms and conditions set forth in this Offer to Purchase including the conditions set out in the Tender and the Terms and Conditions of Sale attached hereto as Schedule "A":

<b>Parcel</b>	<b>Price:</b>
Lot 20 Blk/Par 110 Plan No. C4240 Ext. 0	\$
<b>TOTAL PURCHASE PRICE:</b>	<b>\$</b>

All buildings, improvements, structures and fixtures on or in such lands, are hereinafter collectively referred to as the "Properties".

2. This Offer to Purchase may be accepted by the Vendor delivering a fully executed copy of this Offer to Purchase to the Offeror. On acceptance of this Offer to Purchase by the Vendor, this Offer to Purchase will constitute a binding agreement for the purchase and sale of the Properties.
3. This Offer to Purchase shall be irrevocable and open for acceptance by the Vendor until the end of the Tender Process as determined by the Vendor in their discretion, after which time, if not accepted by the Vendor, this Offer to Purchase shall be null and void and of no further force or effect.

**DATED** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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*Name of Offeror(s)*

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*Address of Offeror(s)*

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*If Offeror is a corporation, name(s) and position(s) of signing officer(s)*

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*Phone Number/E-mail*

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*Signature*

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*Name and Address of Solicitor for Offeror(s)*

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*Signature*

**ACCEPTANCE**

**THE UNDERSIGNED VENDOR** hereby accepts the foregoing Offer to Purchase and agrees to sell the properties listed below to the Offeror on the terms and conditions contained in this Offer to Purchase.

**DATED** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

<b>Parcel</b>	<b>Accepted Offer:</b>	<b>Price:</b>
Lot 20 Blk/Par 110 Plan No. C4240 Ext. 0	<input type="checkbox"/> YES <input type="checkbox"/> NO	\$
<b>TOTAL PURCHASE PRICE</b>		\$

**CITY OF NORTH BATTLEFORD**

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## **SCHEDULE "A"**

### **TERMS AND CONDITIONS OF SALE**

1. The Purchase Price shall be paid by the Offeror as follows:
  - a. a deposit in the amount of 10% of the tender shall be delivered by the Offeror with this Offer to Purchase by way of certified cheque made payable to "Battle River Law in Trust" and delivered to the Vendor's solicitor, Battle River Law; and
  - b. Balance of the purchase price for the successful offer, plus GST (if applicable), to be paid to Battle River Law in Trust on or before the Possession Date or the deposit will be forfeited.
2. The Deposit shall be held in trust by the Vendor's solicitor to be dealt with as follows:
  - a. if the Vendor does not accept this Offer to Purchase on or before the end of the Tender Process as determined by the Vendor, the Vendor shall return the Deposit to the Offeror within three (3) business days of the end of the Tender Process;
  - b. if the transaction contemplated by this Offer to Purchase is not completed as a result of the Offeror's default, the Deposit shall be forfeited to the Vendor;
  - c. if the transaction contemplated by this Agreement is not completed due to the Vendor's default, the Deposit shall be returned to the Offeror; and
  - d. on the completion of the purchase and sale of the Properties, the Deposit shall be credited in favour of the Offeror against the Purchase Price.
3. The closing date for the transaction of purchase and sale of the Properties shall be within 30 days of acceptance of this Offer (the "**Closing Date**"), at which time title to and vacant possession of the Properties shall be given to the Offeror free and clear of all encumbrances, except for the following permitted encumbrances:
  - a. reservations, exceptions, provisos, limitations and conditions provided for or implied by *The Land Titles Act, 2000* (Saskatchewan).
  - b. zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities;
  - c. any registrations registered by or in favour of the Offeror; and
4. In the event that the Vendor has not received the full Purchase Price on or before the Closing Date, the Offeror shall pay to the Vendor interest at the rate of eight (8%) per cent per annum on the unpaid portion of the Purchase Price from the Closing Date to the date the Purchase Price is paid in full to the Vendor.
5. On or before the Closing Date, the Vendor shall deliver to the Offeror registrable transfer authorisation(s) in favour of the Offeror for the Properties, a statement of adjustments and such other documentation as is customary in transactions of this nature.

6. On or before the Closing Date, all documents and funds required to be delivered as described above shall be delivered to the Offeror's solicitors and the Vendor's solicitors, as applicable, and shall be held in trust with the exception of the registrable transfer authorisation(s) and such mortgage and other documentation as may be required to be registered by the Offeror's mortgage lender, if any. The Vendor and Offeror agree that the delivery of closing documents and the Purchase Price, as adjusted, shall be exchanged between the Offeror's solicitors and Vendor's solicitors on reasonable and usual trust conditions and undertakings in a form agreed to by the Offeror's solicitors and Vendor's solicitors, acting reasonably. The closing documents shall be released to the appropriate parties when the transfer authorisation has registered in the Province of Saskatchewan Land Titles Registry causing title to the Properties to be issued in the name of the Offeror, subject to the undertakings of the Vendor's solicitor.
7. All adjustments relating to the Properties, both incoming and outgoing, including without limitation, property taxes and all other matters customarily the subject of adjustment on the sale of similar properties, shall be adjusted between the Vendor and the Offeror as at the Closing Date in accordance with ordinary practice in the Province of Saskatchewan for transactions of this nature.
8. The Offeror shall pay the fees for the registration of the transfer authorisation in respect of this transaction. Each party shall be responsible for their own legal fees for this transaction.
9. The Properties are and shall remain at the Vendor's risk until the Closing Date and the Vendor shall hold all insurance policies and the proceeds thereunder, in trust, for the parties as their respective interests may appear pending closing of the transaction contemplated herein.
10. The Offeror relies entirely upon his/her/its own personal inspection or knowledge of the Properties independent of any representation made by or on behalf of the Vendor. The Offeror hereby agrees that he/she/it accepts the Properties in an "as is" condition. The Offeror agrees that there are no representations, warranties, guarantees, promises or agreements other than those contained in this Offer to Purchase. The Vendor disclaims any and all warranties, express or implied regarding the Properties, including but not limited to the Property's physical or environmental condition, and makes no warranty of merchantability or fitness of the Properties for any particular purpose, express or implied. The Offeror releases the Vendor from any and all claims at law or equity regarding the Properties and the Property's physical or environmental condition, merchantability or fitness for any particular purpose.
11. Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Offer to Purchase may be given or delivered and accepted or received by the Offeror's solicitors on behalf of the Offeror and by the Vendor's solicitors on behalf of the Vendor and any tender of closing documents or money may be made upon the Vendor's solicitors and the Offeror's solicitors, as the case may be.
12. The Offeror may only assign this Offer to Purchase with the consent of the Vendor.
13. Where more than one person executes this Offer to Purchase as the Offeror, the obligations of such persons hereunder shall be joint and several.
14. This Offer to Purchase shall constitute the entire agreement between the Offeror and the Vendor, with respect to the subject matter herein, and supersedes all prior agreements, understandings, negotiations and discussions with respect thereto, and there is no representation, warranty, collateral agreement or condition affecting this Offer to Purchase or the Properties, other than as expressed herein in writing. No modification or amendment to this Offer to Purchase may be made unless agreed to by the parties hereto in writing.
15. If any provision of this Offer to Purchase is wholly or partially invalid or unenforceable under any applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or affecting the remaining provisions hereof.

16. Each party shall, from time to time and at all times, do all such further acts and execute all such further documents and provide all such further assurances as may be reasonably required by the other to fully perform and carry out the terms of this Offer to Purchase in accordance with its true intent and meaning.
17. This Offer to Purchase shall be construed in accordance with and governed by the laws of the province of Saskatchewan and the federal laws of Canada applicable therein, and the courts of the province of Saskatchewan shall have exclusive jurisdiction with respect to determining and enforcing the rights and obligations of the parties.
18. This Offer to Purchase may be executed and delivered in several counterparts and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

*[End of Schedule "A"]*