

OFFER TO PURCHASE

All persons signing this document are advised to read it carefully

Town of Daysland, Alberta

Owner of the property described as follows:

Plan: _____ Block: _____ Lot: _____

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:

Land: _____ \$ _____

Completion Refund: _____ \$ _____

GST: _____ \$ _____

Total: _____ \$ _____

To be paid in the following manner:

\$ _____ 10% of the above total purchase price by certified cheque or cash deposit herewith as an indication of my good faith in making this offer.

\$ _____ Remaining 90% of the above total purchase price paid on or before October 15, 2009 otherwise this offer is null and void. (A Maximum of (30) thirty days from the date of this offer.)

\$ _____ Total

1. This offer is made subject to the additional conditions:
 - a. none

And shall be open for acceptance by the Vendor in writing until Five O'clock PM on the 12th day of October, 2009.
2. The Purchaser has inspected and agrees to purchase the property as it stands, and it is agreed that there is no representation, warranty, collateral agreement, zoning, municipal permit or license, or condition affecting the above described property, other than is expressed herein in writing.
3. The Purchaser has been provided with copies of the registered easements against the property and understands the implementations of those easements. A copy of the Restrictive Covenant has also been provided.
4. The Purchaser shall enter into an agreement with the Town regarding development of the property, being the Agreement Regarding Lot Purchase & Development. The Purchaser agrees to build on and develop the property, abiding by the zoning regulations, Policies and Bylaws of the Town, to the satisfaction of the Development Officer in accordance with the Agreement Regarding Lot Purchase & Development. The Purchaser may obtain a completion refund of a portion of the purchase price as indicated in the Agreement Regarding Lot Purchase & Development, if the Purchaser complies with the Agreement Regarding Lot Purchase and Development.
5. The title transfer and the Agreement Regarding Purchase and Lot Development shall be prepared at the expense of the Vendor, and executed and delivered promptly to the solicitor for the Purchaser.

IF MY OFFER IS NOT ACCEPTED, THE DEPOSIT SHALL 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 the _____, this _____ day of _____, 2009.

SIGNED in the presence of:

Signature of Purchaser

Witness (sign above, print name below)

Signature of Co-Purchaser

Address Phone

ACCEPTANCE

I, the undersigned, the owner/representatives of the above described property, hereby accept the above offer together with all conditions contained therein. I further agree to with the purchaser duly complete the sale on the terms and conditions of the above offer and should I fail to do so, the purchaser may (at his/her option) cancel the agreement and withdraw his/her deposit, or take whatever remedies he/she, the purchaser, may have at law.

Dated at the Town of Daysland, Alberta

this _____ day of _____, 2009. _____ Mayor

CAO
Authorized Signatures of Owner and Corporate Seal
Town of Daysland
Box 610, AB T0B 1A0