

Auction Sale Agreement

TERMS AND CONDITIONS AGREEMENT

Approved

**PUBLIC AUCTION OF TAX SALE PROPERTIES
HELD AT THE CITY OF EDMONTON ON
THE 19th DAY OF APRIL, 2018.**

As to Form _____
Law Branch
As to Content _____
Branch Manager
As to Content _____
Head of Department

LEGAL DESCRIPTION OF SALE LAND: **PLAN** _____ **BLOCK** _____ **LOT** _____

ACCOUNT NUMBER: _____

NAME OF BUYER: _____

ADDRESS OF BUYER: _____

TELEPHONE NUMBER: (_____) _____

PURCHASE PRICE OF SALE LAND: \$ _____

DEPOSIT: \$ _____

BALANCE DUE ON CLOSING: \$ _____

Purchase Price

1. The Purchase Price of \$_____ shall be payable to The City of Edmonton ("City") in the following manner:

(a) 10 percent of Purchase Price payable on the date of the Public Auction by way of a certified cheque as a deposit; the said cheque shall be deposited and such sum credited toward Purchase Price.

Balance

(b) The balance of the Purchase Price shall be paid to the City on the Closing Date.

Overdue Payments

(c) All overdue payments shall be charged simple interest at the rate of 12 percent per annum.

Forfeiture

2. Should the Buyer fail to complete the sale of the Sale Land as provided for in the Sale Agreement, for any cause, then in such case, the 10 percent deposit shall be irrevocably forfeited to the City.

Closing Date and Transfer

3. The Closing Date shall be 30 days after the date of the Public Auction or such earlier or later date, as both parties shall mutually agree in writing. When all terms and conditions of the Sale Agreement have been fulfilled, and upon payment in full of the balance of the Purchase Price, together with any sales taxes as payable pursuant to paragraph 11 hereof, the City shall provide to the Buyer a Transfer of the Sale Land subject to the conditions and reservations as expressed in the original grant thereof from the Crown, and the existing Certificate of Title and specifically all registrations registered, as of the date of the Public Auction against the Certificate of Title, and such encumbrances, liens, charges and instruments as may have been made by the Buyer or which are the responsibility of the Buyer. The Transfer may be issued

“in trust” to the Buyer’s lawyer pending full payment and satisfaction by the Buyer of the terms and conditions of the Sale Agreement. The cost of registering the Transfer and all other Land Titles costs are the responsibility of the Buyer.

Possession and Adjustment Date

4. The possession and adjustment date shall be the Closing Date. As of the Closing Date, the Buyer shall be responsible for payment of all taxes, rates, levies, charges, local improvement charges, assessments, utility charges and hook-up fees, with respect to the Sale Land. All adjustments for these items shall be made as of Closing Date. Notwithstanding the foregoing the Buyer shall be responsible for and shall assume all liability for:

(a) the payment of all security deposits or fees and applicable interest thereon, which as of the Closing Date, shall be owing and payable, pursuant to the **Residential Tenancies Act**, S.A. 2004, c. R-17.1, as amended or replaced, with respect to the Sale Land;

(b) the payment of all condominium contributions or fees and applicable interest thereon, which, as of the Closing Date, shall be owing and payable, pursuant to the **Condominium Property Act**, R.S.A. 2000, c. C-22, as amended or replaced, with respect to the Sale Land.

“As is, Where is”

5. The Sale Land is being sold on an “as is, where is” basis and the City makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, vacant

possession or developability of the Sale Land for any intended use by the Buyer. The Buyer shall indemnify and save harmless the City as against any and all liability in regard to any environmental contamination of the Sale Land.

Changes to Services

6. The Buyer shall be responsible for the cost of all additions, modifications, or relocations to all services and utilities required as a result of the development by the Buyer of the Sale Land. The Buyer shall also be responsible for utility hook-up fees/charges to connect to existing services.

Formal Agreement

7. The Buyer shall execute a Sale Agreement document in a form and substance acceptable to the Law Branch, Financial and Corporate Services. Copies of the Sale Agreement shall be delivered to the Buyer within 15 days of the date of the Public Auction and must be returned to the City, duly executed by the Buyer no later than 25 days from the date of the Public Auction and failing which the sale shall be cancelled with a forfeiture to the City of the 10 percent deposit.

Vacant Possession

8. If the Sale Land is resided on by a person or is in actual occupation by a person, then in any such case, the obligation and the expense of obtaining vacant possession shall be the Buyers. The City will co-operate with the Buyer in obtaining an order for possession.

**Municipal Government Act
R.S.A. 2000, c. M-26**

9. The sale as contemplated herein is subject to the provisions contained in the ***Municipal Government Act***, R.S.A. 2000, c. M-26.1, as amended.

**Survey and Compliance
Certificates**

10. The Buyer shall be responsible for any and all Survey costs and Compliance Certificate fees associated with purchasing the Sale Land.

Goods and Services Tax

11. All taxes or value-added taxes which may be charged, levied, or assessed as a result of the Sale Agreement, and the sale of the Sale Land as contemplated herein, whether or not such taxes are charged, levied or assessed against the City, shall be the responsibility of the Buyer and the Buyer shall on written demand by the City pay to the City any and all such taxes and failing the payment to the City of such taxes, such taxes shall be deemed to be monies owing and collectable in a like manner as the Purchase Price.

Conflict with Sale Agreement

12. In the event of a conflict between the Sale Agreement and these Terms and Conditions of Sale, the provisions of the Sale Agreement shall prevail.

The undersigned hereby is in agreement with the above Terms and Conditions of Sale and wishes to receive the formal Sale Agreement as specified herein.

DATED THIS DAY OF , 2018.

NAME

WITNESS

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, _____
of the City of Edmonton, in the
Province of Alberta
MAKE OATH AND SAY:

- 1. **I WAS PERSONALLY** present and did see _____
named in the within instrument, who is personally known to me to be the person
named therein, duly sign and execute the same for the purposes named therein.
- 2. **THAT THE SAME** was executed at the City of Edmonton, in the Province of
Alberta, and that I am the subscribing witness thereto.
- 3. **THAT I KNOW** said _____, and he/she is
in my belief, of the full age of eighteen years.

**SWORN BEFORE ME at the City)
of EDMONTON, in the Province)
of Alberta, this day)
of , 2018.)
)
)**

NAME

A Commissioner for Oath in and for the Province of Alberta