

DATE: _____

AGREEMENT FOR SALE

BETWEEN:

MUNICIPALITY OF HAINES JUNCTION

(the "Vendor")

AND:

NAME(S)-OF-PURCHASER

(the "Purchaser")

WHEREAS:

A. The Vendor and the Purchaser agree according to the terms and conditions described below to the sale and purchase of the following land:

Lot ____, Block 18, Haines Junction, YT, Plan 22642 (the "**Property**")

for the purchase price of \$50,000.00 plus Goods and Services Tax of \$2,500.00, total \$52,500.00 (the "**Purchase Price**").

B. The Vendor acknowledges receipt of the Down Payment in the amount of \$12,500.00, including the Deposit paid by the Purchaser, calculated as:

- a. 20% of the Purchase Price excluding GST, \$10,000.00, plus
- b. the full amount of the GST on the transaction, \$2,500.00.

C. The balance of the Purchase Price owed by the Purchaser to the Vendor under this Agreement is \$40,000.00 and the Purchaser agrees to pay this amount in accordance with this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

POSSESSION AND TERM

1. The Purchaser shall have vacant possession of the Property upon execution of this Agreement, and as long as the Purchaser is not in default of any provision in this Agreement, and subject to the terms of this Agreement, the Purchaser shall be entitled to have possession and quiet enjoyment of the Property for the remainder of the term of this Agreement.
2. The term of this Agreement commences on the execution of this Agreement by all parties and ends on the Purchaser satisfying all of the requirements under clause 13, unless earlier terminated in accordance with this Agreement.

BUILDING COMMITMENT

3. The Purchaser shall cause improvements to be made to the Property in accordance with the terms, conditions, timings and specifications set out in the Building Commitment attached as **Schedule "A"** to this Agreement and which is incorporated into and forms part of this Agreement. A failure to comply with all terms, specifications and requirements under the Building Commitment, within the time period thereunder, is a breach of this Agreement and will result in, among other things, title to the Property not being transferred to the Purchaser in accordance with this Agreement.

4. The Purchaser will comply, in respect of the Property and any building constructed on the Property, with all applicable zoning bylaws or regulations or community development plans as the case may be, and with all applicable Federal, Territorial and Municipal laws. In particular, the Purchaser shall make undertake all construction and make all building improvements in accordance with the provisions of the National Building Code of Canada.

5. During the term of this Agreement, and in addition to any powers the Vendor has a municipality under the *Municipal Act*, the Vendor or its representative or agent may at any reasonable time and upon providing 24 hours' written notice to the Purchaser, enter upon the Property to inspect the Property and any building(s) thereon.

PAYMENT OF PURCHASE PRICE

6. The balance of the Purchase Price, plus interest as described below, shall be due and payable as set out in the Schedule of Payments attached as **Schedule "B"** to this Agreement and which is incorporated into and forms part of this Agreement.

7. Interest at an annual rate of 5%, compounded annually not in advance, shall be due and payable on the balance of the Purchase Price remaining outstanding for any given period of time.

8. The Purchaser will pay the balance of the Purchase Price plus interest thereon in accordance with Schedule "B". All payments shall be delivered to the Vendor at the Haines Junction Municipal Office, or mailed to PO Box 5339, Haines Junction, YT Y0B 1L0, or delivered or mailed to such other place as the Vendor may specify to the Purchaser in writing from time to time.

9. If the Purchaser is not in default, the Purchaser may at any time pay additional amounts towards, or the balance of the then outstanding Purchase Price, without notice, bonus or penalty. Any such payment will be applied first to interest accrued on amounts payable under this Agreement and thereafter towards the balance of the Purchase Price.

OTHER COVENANTS OF PURCHASER

10. Upon execution of this Agreement and for the remainder of the term of this Agreement, the Purchaser shall be responsible for payment of all costs associated with the Property, including, without limitation, all utilities.

11. For clarity, and without limiting the generality of clause 10, from and after the date of this Agreement, the Purchaser shall be responsible for payment of all property taxes and assessments, local improvement charges, and all public utility charges with respect to the Property.

12. The Property is sold free and clear of all encumbrances (including unregistered easements) save for restrictive covenants, reservations and exceptions in the original grant from the Crown, easements in favour of utilities and public authorities and any caveat required under this Agreement. The Purchaser shall keep the Property free and clear of any and all liens, charges, judgements, claims and encumbrances whatsoever that have not been specifically consented to in writing by the Vendor.

TRANSFER OF TITLE

13. So long as the Purchaser is not in default of any term or condition of this Agreement, then when:

- (a) the Purchase Price, including interest and GST, is paid in full to the Vendor;
- (b) all fees under this Agreement, property taxes, local improvement rates and any public utility charges have been paid to the date that the requirements in clause 13(a) and 12(c) are both met by the Purchaser; and
- (c) the Purchaser has fulfilled the terms of the Building Commitment,

the Vendor shall, as soon as reasonably possible thereafter, deliver to the Purchaser a registrable Transfer of Land to transfer title of the Property to the Purchaser.

14. Legal fees and disbursements associated with registration of the Transfer of Land at the Land Titles Office shall be the sole responsibility of the Purchaser.

15. If the Purchaser requires title to the Property to secure financing to build on the Property, then the Vendor may, at its option and in its sole discretion, agree to transfer title to the Property to the Purchaser, on the condition that, if the Purchaser fails to comply with the Building Commitment to the satisfaction of the Vendor, including the time periods therein, the Purchaser shall transfer title to the Property back to the Vendor, with the Vendor returning all amounts paid to the Purchaser, less all legal fees, costs and other disbursements incurred by the Vendor on the transfer and return of title to the Property.

16. If the Vendor transfers title to the Property to the Purchaser pursuant to clause 14, the Purchaser agrees that the Vendor will register a caveat against title to the Property to secure the Purchaser's obligations under the agreement for sale, including the transfer of title back to the Vendor on the Purchaser's failure to comply with the Building Commitment to the satisfaction of the Vendor.

17. The issuance of title pursuant to clause 12 or 14 does not relieve the Purchaser of the Purchaser's obligations to comply with this Agreement, including, without limitation, the Building Commitment.

TERMINATION

18. The Purchaser may cancel this Agreement, on written notice to the Vendor, without cause within sixty (60) days of entering into the Agreement, in which event the Purchaser will be entitled to the return by the Vendor of any monies paid by the Purchaser, less the \$105.00 Application Fee and an administration fee of Five Hundred Dollars (\$500.00).
19. If the Purchaser terminates this Agreement more than 60 days after entering into it, the Down Payment and the \$105.00 Application Fee shall be forfeited to the Vendor entirely, but any amounts paid by the Purchaser toward the Purchase Price under this Agreement shall be refunded by the Vendor within 30 days, subject to clauses 20, 21 and 22.
20. In the event that the Purchaser is in default of any term of this Agreement, and if the default is not remedied to the satisfaction of the Vendor within 60 days of the Vendor delivering a notice of default to the Purchaser, then the Vendor may terminate this Agreement. Such termination will be effective immediately, and the Purchaser must immediately thereafter deliver up vacant possession of the Property, whether or not the Vendor has re-entered the Property or done any act or thing with respect to it. The Down Payment and the Application Fee paid by the Purchaser shall be forfeited to the Vendor, but any additional amount paid by the Purchaser toward the Purchase Price shall be refunded, subject to clauses 21, 22 and 23.
21. The Purchaser's obligations under clauses 10, 11 and 12 shall survive termination of this Agreement. If this Agreement expires, or is terminated or cancelled by either party, any amounts required to be paid by the Purchaser prior to the Agreement being terminated and not paid, shall remain due and owing. If the Purchaser fails to pay any such amounts to the Vendor by the time such amounts are due, the amounts shall constitute a debt owing to the Vendor.
22. If the Purchaser has commenced construction on the Property, any improvements attached to the Property shall become the property of the Vendor on termination of this Agreement. If the Vendor reasonably determines, in the Vendor's sole discretion acting reasonably, that the Property should be restored to its original or comparable condition to the condition the Property was in at the time of sale to the Purchaser to ready it for re-sale, any costs associated with such restoration shall be the sole responsibility of the Purchaser.
23. The Vendor may retain from any amounts it would otherwise be required to refund to the Purchaser under clauses 20 or 21, the Vendor's estimate, which estimate is in the sole discretion of the Vendor acting reasonably, of any amounts for which the Purchaser is or may be liable under clauses 21 or 22, provided that the Vendor shall return to the Purchaser any amounts retained by the Vendor above the actual costs incurred and the Purchaser shall be liable to pay to the Vendor any amounts of the actual costs incurred above the estimate provided by the Vendor.
24. Upon termination of this Agreement, if the Purchaser or any other person permitted by the Purchaser, continues to use or occupy the Property, the Purchaser is liable to the Vendor for all costs associated with the unauthorized use or occupation of the Property, including, without limitation daily costs for rent at fair market value.

GENERAL

25. If the Purchaser is in default of any term of this Agreement, other than respecting the payment of monies due to the Vendor under it, and if the Purchaser does not remedy the default to the satisfaction of the Vendor within 60 days of the Vendor delivering a notice of default to the Purchaser, then the Vendor may, at its option and in its sole discretion, remedy such default and add the cost of doing so to the Purchase Price, with the full amount of the Purchase Price to be due and payable immediately.

26. The Purchaser will allow entry in and under or upon the Property or so much thereof as is reasonable for the purpose of the Vendor or a public utility constructing, maintaining or operating sewer, water, telephone, electric power, street lighting and fire protection installations, and on request by the Vendor, the Purchaser will execute any documents necessary to confirm such right, including, without limitation, any utility easement.

27. The Purchaser shall not assign, lease or transfer in whole or in part and shall not encumber, charge, mortgage or otherwise use as security this Agreement or any right under it, and shall not, before title to the Property has been transferred to the Purchaser and the Purchaser has fulfilled all of its obligations under this Agreement, agree to assign, lease, transfer, encumber, charge, mortgage or make any other disposition of actual or beneficial ownership of the Property except with the written consent of the Vendor, which consent may be withheld in the Vendor's sole discretion and for any reason.

28. Clause 27 is a fundamental condition of this Agreement and if the Purchaser commits any breach of it, the Vendor may forthwith cancel or terminate this Agreement, to be effective immediately, and the Purchaser shall have no right to cure the breach as set out under this Agreement or otherwise.

24. Time shall be of the essence of this Agreement.

25. No failure by the Vendor to enforce any of its rights under this Agreement shall operate as a waiver of such rights.

26. This Agreement incorporates:

(a) Building Commitment (Schedule "A");

(b) Schedule of Payments (Schedule "B");

(c) Caveat (Schedule "C").

27. This Agreement constitutes the entire agreement between the parties and supersedes all warranties and agreements whether verbal or written, between the parties. There are no collateral agreements, representations or warranties pertaining to the Property or the subject matter of this Agreement. The Vendor makes no representations regarding the state of the Property, which is undeveloped land and the Purchaser accepts the Property on an as is where is basis.

28. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, and successors of the parties hereto.

29. All written notices respecting the Property or this Agreement shall be deemed to have been delivered to the Purchaser 3 business days after mailed to:

PO Box _____, Haines Junction, YT Y0B 1L0,

or such other address as the Purchaser subsequently provides to the Vendor,

and to the Vendor at

PO Box 5339, Haines Junction, YT Y0B 1L0.

30. This contract shall be governed by and be construed in accordance with the laws of the Yukon Territory.

SIGNED by the Purchaser or all of them at Haines Junction, in Yukon this ____ day of _____, 2024

Witness

Purchaser

Witness

Second Purchaser if applicable

SIGNED on behalf of Municipality of Haines Junction at Haines Junction, in Yukon this ____ day of _____, 2024

Witness

Authorized Representative of
Municipality of Haines Junction

SCHEDULE "A"
BUILDING COMMITMENTS

SCHEDULE "B"
SCHEDULE of PAYMENTS

SCHEDULE "C"
CAVEAT