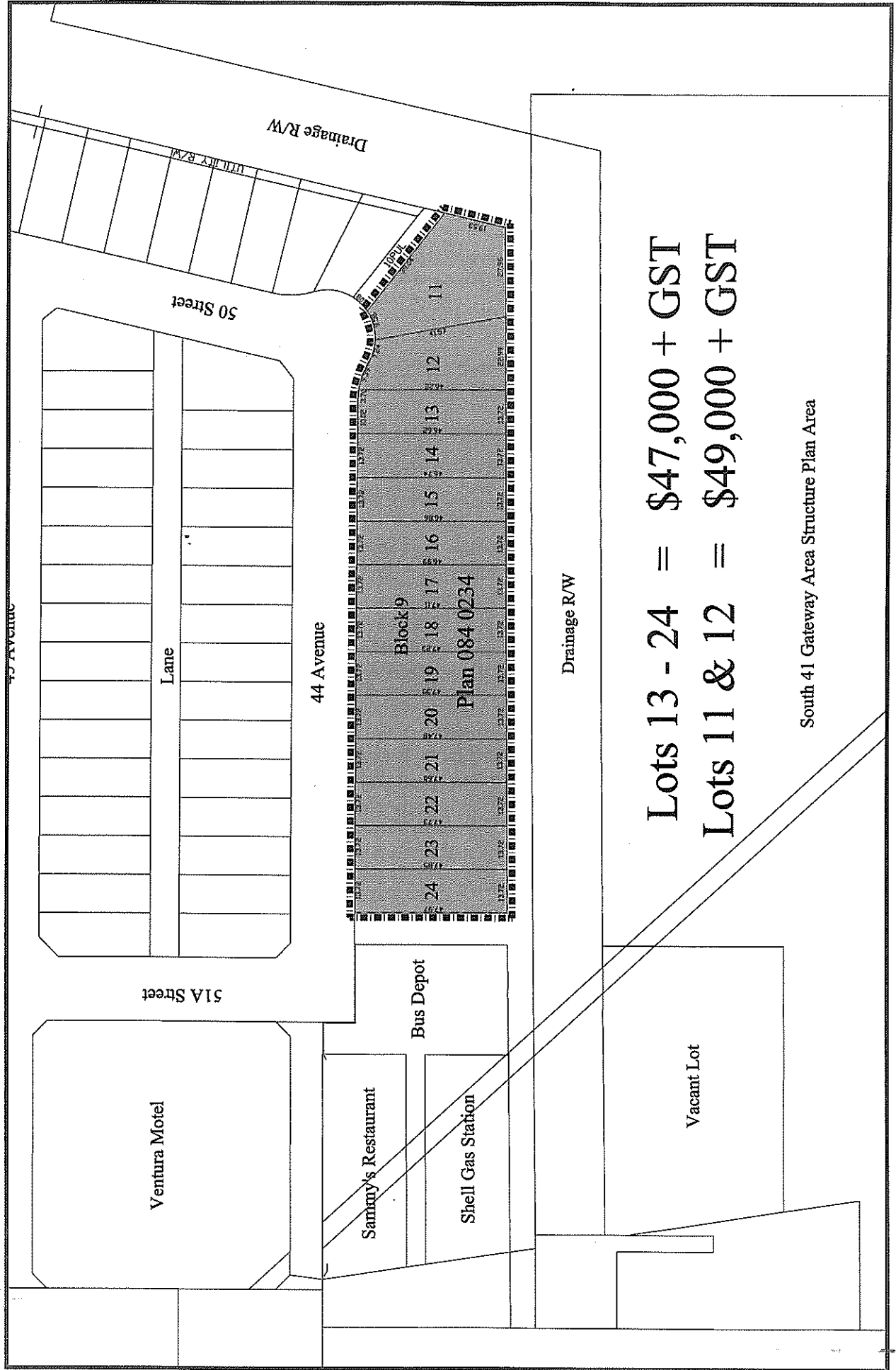




Town of Vermilion Residential Manufactured Home Lots For Sale



Lots 13 - 24 = \$47,000 + GST

Lots 11 & 12 = \$49,000 + GST

South 41 Gateway Area Structure Plan Area

**Town of Vermilion
Purchase of Land Agreement Policy**

Approval Date: March 18, 2008

Motion No. ----

Title: Purchase of Land Agreement Policy

Policy Statement:

The purpose of this policy is to be fair and equitable to all parties and to ensure the timely and proper execution of the Purchase of Land Agreement which confirms responsibilities and legal obligations in case of a dispute.

1. The interested party is first provided with a copy of the Terms of Purchase of Town Lots and may also request a copy of the Purchase of Land Agreement for their review and consideration.
2. If the purchaser is in agreement with the Terms of Purchase and the Purchase of Land Agreement conditions, the purchaser may then make a verbal offer on a lot and will be given two copies of the Purchase of Land Agreement. The purchaser then has 7 days to review and sign both copies of the Purchase of Land Agreement and return it to the Town with the required deposit of 10% of the total purchase price. During this 7-day review period, the lot will be held for the buyer in good faith.
3. If both copies of the Purchase of Land Agreement are signed and returned and the 10% deposit provided within the 7 days, the lot sale process will continue. If the Purchase of Land Agreement is not signed and/or the deposit not received within the 7 days the lot will go back up for sale immediately with no further obligation to the interested buyer.
4. To remain accountable to all parties that might be interested in purchasing a lot, the 7-day rule will be strictly enforced with no exceptions.
5. All legal costs incurred as a result of a land sale transaction (title transfer, caveat registration/discharge, etc.) shall be the sole responsibility of the Purchaser.
- ~~6. Following completion of the land sale transaction, should the Purchaser require title before construction has reached the appropriate stage, a Supplemental Agreement shall be entered into and a caveat registered on the property.~~ N/A

26. MHO MANUFACTURED HOME OVERLAY DISTRICT

The General Purpose of this District is to ensure aesthetically appealing development of residential manufactured home lots. Architectural Controls help to develop and protect a sense of integrity within a development, as well as aid in the maintenance of property values and neighbourhood aesthetics.

(1) Dwelling Type/Aesthetics

~~Manufactured home units must be manufactured within five (5) years of the date of the Development Permit Application.~~ Proof of manufacture date must be provided as a supporting document at the time of the Development Permit Application.

BY LAW NO. 8-2009
OF THE
TOWN OF VERMILION
IN THE PROVINCE OF ALBERTA

BEING A BY-LAW OF THE TOWN OF VERMILION
TO AMEND BY LAW NO 1-2006
PROVIDING FOR THE LAND USE
IN THE TOWN OF VERMILION

WHEREAS the Council of the Town of Vermilion deems it advisable to amend By-Law 1-2006 to provide for an MHO Manufactured Home Overlay Land Use District.

AND WHEREAS the Council for the Town of Vermilion deems it advisable to amend the Land Use District Map being Schedule "A" of By-Law 1-2006, to provide for the addition of the area as identified in the attached Schedule 1.

AND WHEREAS it is Council's intention to pass the By-Law and it will be published in the Vermilion Standard on August 5 & 12, 2009.

AND WHEREAS a Public Meeting will be held on August 18, 2009 at the Town Hall and all persons and groups who wished to make a presentation to Council may be heard.

NOW THEREFORE, the Council of the Town of Vermilion, duly assembled, enacts as follows:

1. That Schedule "B" Part 3 District Schedules of By-Law 1-2006, is hereby amended by adding the following and applying it to the land as shown outlined on Schedule "1" attached to and forming a part of this By-Law:

26. MHO MANUFACTURED HOME OVERLAY DISTRICT

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(1) Dwelling Type/Aesthetics

Manufactured home units must be manufactured within five (5) years of the date of the Development Permit Application. Proof of manufacture date must be provided as a supporting document at the time of the Development Permit Application.

READ A FIRST TIME IN COUNCIL THIS 21st DAY OF
July A.D. 2009

Mayor

Town Manager

READ A SECOND TIME IN COUNCIL THIS 18 DAY OF
August, A.D. 2009

Mayor

Town Manager

READ A THIRD TIME IN COUNCIL THIS 18 DAY OF
August, A.D. 2009 AND FINALLY PASSED

Mayor

Town Manager

TOWN OF VERMILION
RMH1 Manufactured Home Lots
Purchase of Land Agreement 2009-XXX



AGREEMENT TO PURCHASE made this ____ day of _____, A.D. 2009

BETWEEN: The Town of Vermilion
 (hereinafter called the "Town")

AND: _____
 (hereinafter called the "Purchaser")

 (Mailing Address)

 (Phone)

REGARDING: the estate in fee simple, subject to applicable encumbrances, liens, and interests described as follows:

Plan _____
 Block _____
 Lot _____
 Excepting thereout all mines and minerals
 Civic address: _____
 (hereinafter called the "subject property").

In the matter of the purchase of the subject property, the Town and the Purchaser mutually agree to the following terms:

1. The purchase price of the subject property shall be _____ plus the Federal Goods and Services Tax (G.S.T.)
2. Upon the execution of this agreement the purchaser shall pay to the Town a minimum deposit of 10% of the purchase price of the subject property, this amount being _____.
3. On or before **90 days from agreement date**, the Purchaser shall pay the remaining 90% of the purchase price plus the entire G.S.T. due on the subject parcel, these amounts being _____ plus _____ G.S.T.. Upon receipt of these payments the Town shall transfer title to the subject property to the Purchaser. If payment in full is not received within this time period the Agreement shall be automatically cancelled and shall be of not further force or effect and Purchaser shall not be entitled to a refund of the deposit.
4. This agreement shall not be assigned by the Purchaser without the express written approval of the Town which may be withheld unless the Town is satisfied that the total consideration payable to the Purchaser regarding such assignment does not involve a profit to the Purchaser.
5. Time shall be of the essence in regard to this Agreement, and the Purchaser's obligations, as set out herein.
6. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the Town and the heirs, executors, administrators, successors and approved assigns of the Purchaser.
7. All legal costs incurred as a result of this transaction shall be the sole responsibility of the Purchaser.
8. The terms and conditions of this Agreement may be amended by mutual agreement of the parties and written confirmation in letter form.
9. All adjustments for taxes shall be made on the first day of the month following the date of this agreement.
10. The above noted property is sold as is.
11. The Purchaser is responsible for construction of appropriate property access as approved by the Town.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto at Vermilion, in the Province of Alberta, the day and year first above written.

TOWN OF VERMILION

 Mayor

 Town Manager (seal)

 Witness

 Per

 Witness

 Per

(seal if incorporated)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I,
of Vermilion, in the Province of Alberta
MAKE OATH AND SAY THAT:

1. I was personally present and did see _____ named in the within instrument who is/are personally known to me to be the person/s named therein, duly sign and execute the same for the purposes named therein.
2. The same was executed at Vermilion, in the Province of Alberta and I am the subscribing witness thereto.
3. I know the said person/s and who is/are in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the Town)
of Vermilion, in the Province)
of Alberta, this day of)
A.D. 2009)
_____)

A COMMISSIONER FOR OATHS
in and for the Province of Alberta.