



The Corporation of the District of Central Saanich

Serviced Residential Lots for Sale
7401 Veyaness Avenue and 7402 East Saanich Road

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*1903 Mount Newton Cross Road
Saanichton, B.C. V8M 2A9
Tel. 250-652-4444 Fax 250-652-0135*

GENERAL INFORMATION SHEET

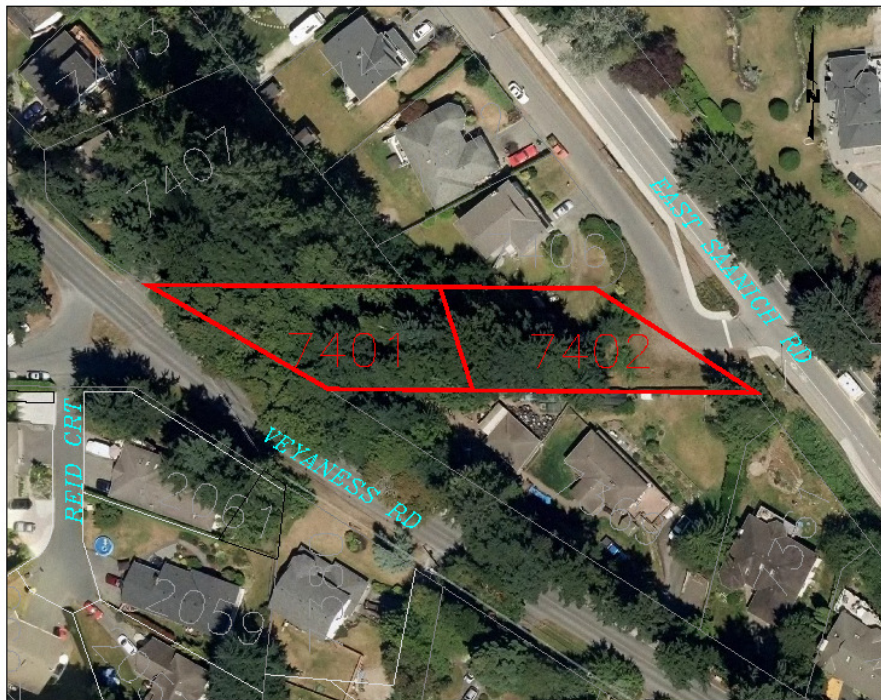
The District of Central Saanich invites offers from the public to purchase fee simple title to the following properties:

- (a) approximately 0.21 acre (854.2 m²) vacant parcel of land at 7401 Veyaness Road and legally described as Lot 1, Section 8 & 9, Range 3 East, South Saanich District, Plan EPP28837; zoned R-1 Large Lot Single Family Residential; and offered at \$310,000;

and

- (b) approximately 0.21 acre (854.1 m²) vacant parcel of land at 7402 East Saanich Road and legally described as Lot 2, Section 8 & 9, Range 3 East, South Saanich District, Plan EPP28837; zoned R-1 Large Lot Single Family Residential; and offered at \$310,000.

The location of the properties is shown on the drawing below:



How to Make an Offer:

An offer may be made using the Offer to Purchase attached to this Information Sheet by:

1. Completing the required information on the first page of the Offer to Purchase,
2. Inserting an Offer Expiry Date in Section 6.19 on page 11 of the Offer to Purchase & Purchase and Sale Agreement,
3. Completing and executing the appropriate signature block on Page 11 of the Offer to Purchase & Purchase and Sale Agreement,
4. Inserting any purchaser's required conditions on Page 14, Schedule B Buyer's Conditions of the Offer to Purchase & Purchase and Sale Agreement, and
5. Submitting two completed and originally signed copies of the Offer to Purchase & Purchase and Sale Agreement to Municipal Hall at 1903 Mt. Newton Cross Rd., Saanichton, B.C. V8M 2A9, and Attention: Patrick Robins, Chief Administrative Officer.

Terms of Offer:

The Offer to Purchase and Purchase and Sale Agreement attached to this Information Sheet includes the terms on which offers must be made and the obligations that would arise between the District and an offeror should the District accept an offer. Key terms of the Offer to Purchase include:

1. A deposit will be required in the amount of 10% of the proposed purchase price.
2. An offer may be revoked at any time prior to acceptance by the District.
3. In addition to the purchase price, the purchaser must pay all applicable taxes, including HST and Property Transfer Tax, and all conveyancing costs, and the purchaser must prepare the conveyancing documents.
4. The purchaser will acquire the properties 'as is', without any representation or warranty whatsoever from the District concerning the properties, including the subsurface nature or environmental condition of the properties.

Property Information & Visit

The properties are serviced with water and sanitary sewer to the property lines.

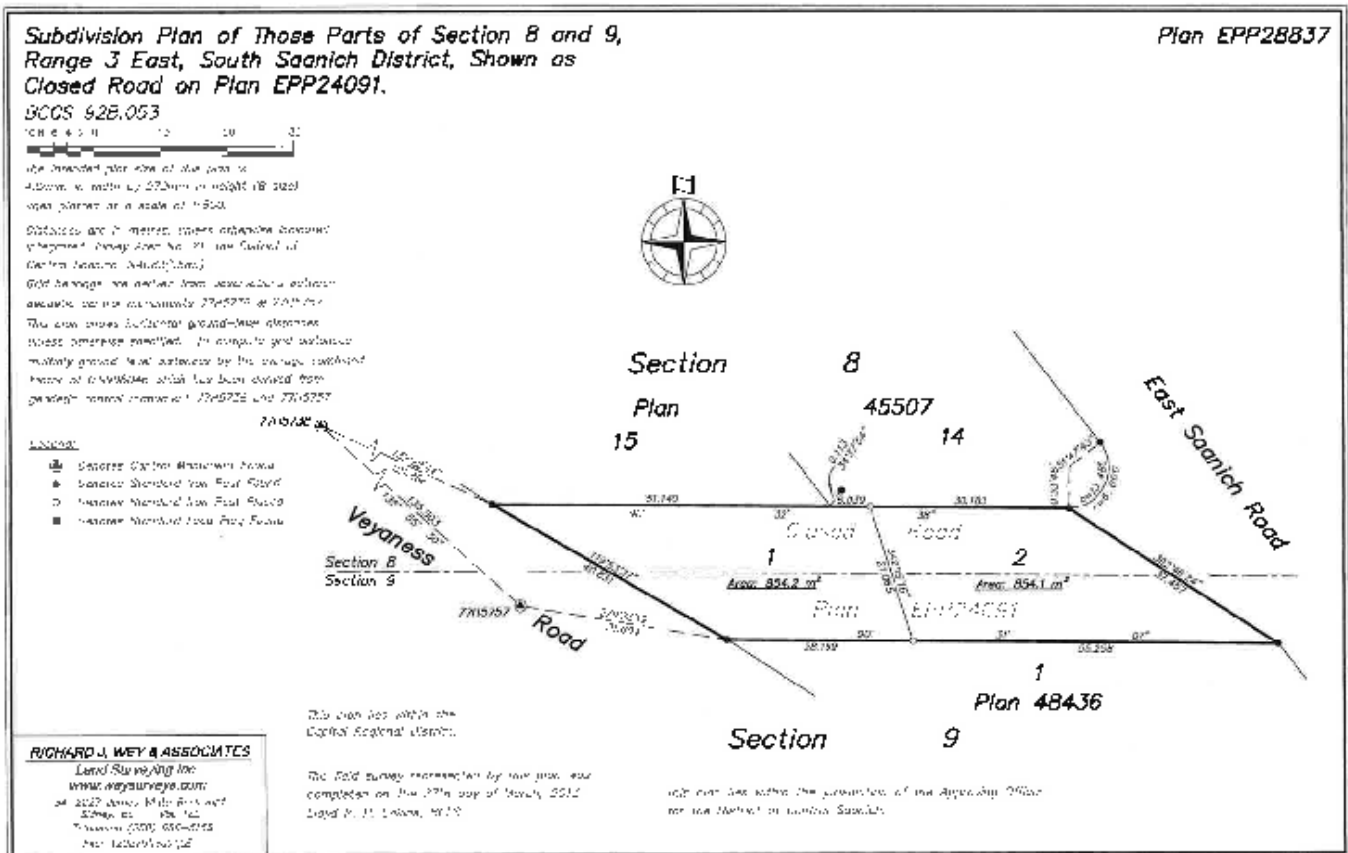
Prior to submitting an offer, interested persons are encouraged to contact the District in order to inspect the properties.

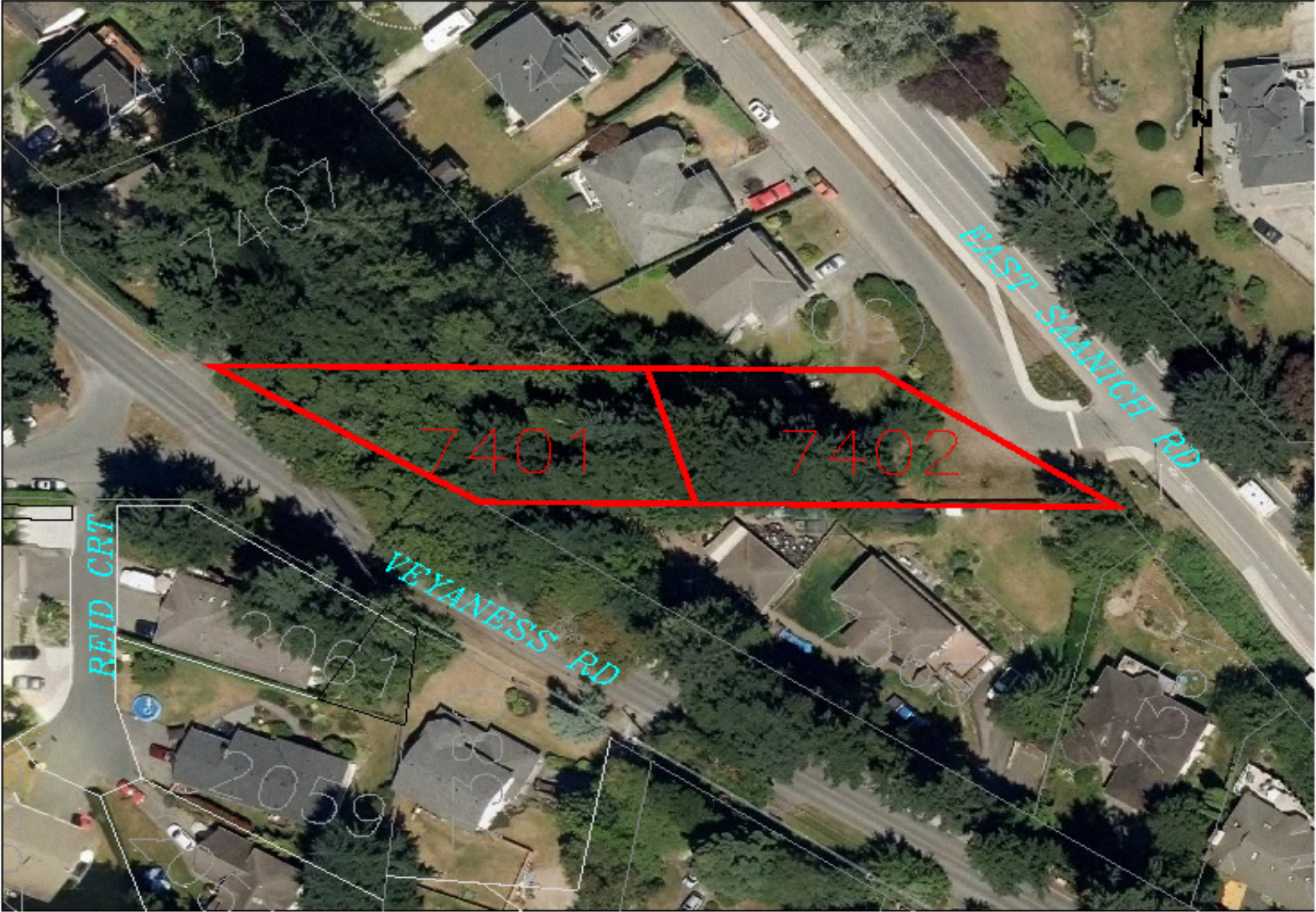
Copies of title searches, survey plans, and other information related to the title of each lot are included in this package. Potential purchasers should satisfy themselves of title information by obtaining this information from the Victoria Land Title Office.

Persons having questions, requiring further information or wishing to visit the properties should contact: Patrick Robins, Chief Administrative Officer : 250- 544-4201, 1903 Mount Newton Cross Road, Saanichton, B.C. V8M 2A9.

No District Legal Obligations Prior to Acceptance of an Offer

For clarity, by inviting offers pursuant to this Information Sheet and the associated newspaper notice, and by any other means, the District is not making offers to any person and no contractual obligations of any kind (including, 'Contract A' under the law of tenders) shall arise between the District and any person submitting an offer in response to this invitation, until and unless the District executes and delivers an Offer to Purchase submitted by an offeror.

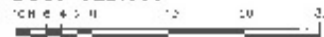




**Subdivision Plan of Those Parts of Section 8 and 9,
Range 3 East, South Saanich District, Shown as
Closed Road on Plan EPP24091.**

Plan EPP28837

BCOS 928.053



The intended plan area of this plan is
4.0km² with a 27.2mm in height (B 200)
was planned at a scale of 1:500.

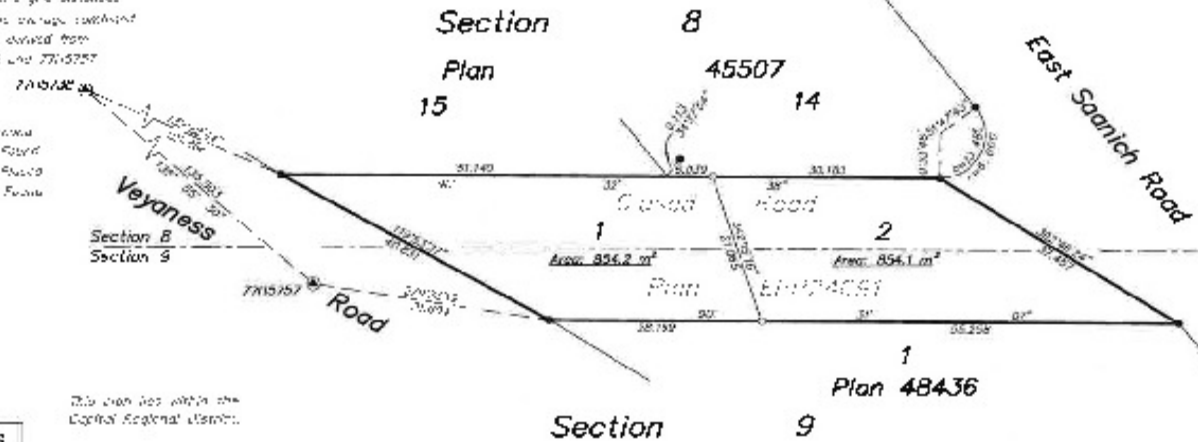
Distances are 2 metres unless otherwise indicated
(Height: Survey Plan No. 21 and Survey of
Canada Plans: 2444/2445)

Old bearings are neither from astronomical or
magnetic nor from magnetic 7745725 or 7745757

The plan shows sufficient ground-line distances
to be ascertained. In computing and balancing
mutual ground line distances by the average method
from all 1996/97 data has been derived from
previous survey records of 7745725 and 7745757

LEGEND:

- ▣ Section Centre Minimum Area
- ▲ Section Standard Low First Flood
- Section Standard Low First Flood
- Section Standard Low First Flood



This plan lies within the
Capital Regional District.

The field survey mentioned by this plan was
completed on the 27th day of March, 2012.
David R. J. Lewis, M.P.S.

This plan lies within the jurisdiction of the Appendix 29/01
for the District of South Saanich.

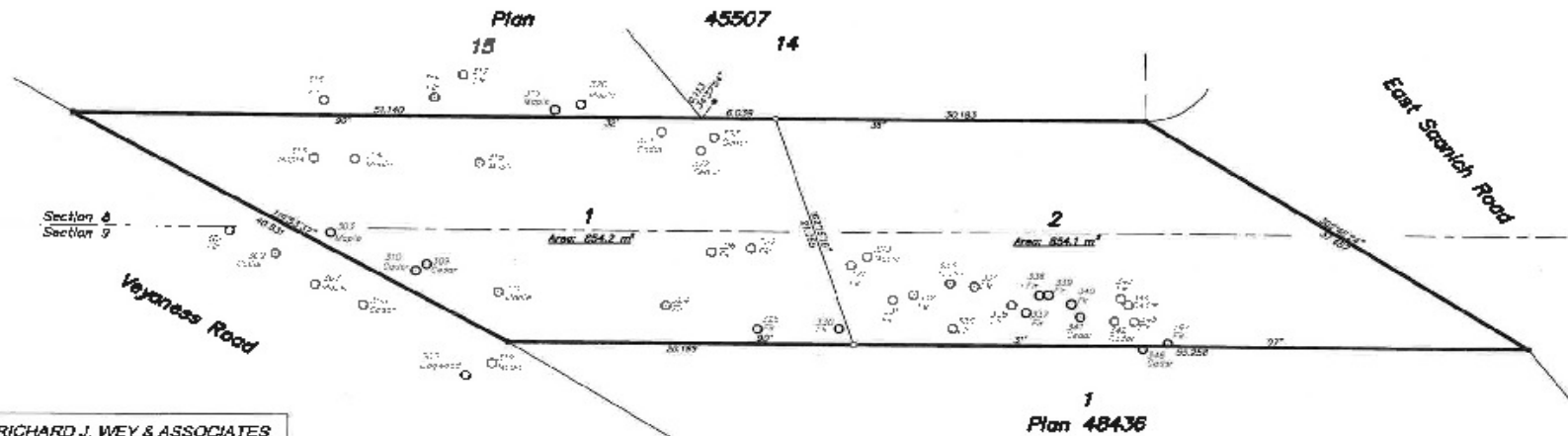
RICHARD J. WEY & ASSOCIATES
Land Surveying Inc.
www.rjwsurveying.com
40 2027 Avenue, Mill Bay, B.C.
V2Y 6K6
Telephone: (250) 650-0125
Fax: (250) 650-0126

Site Plan of Lots 1 & 2,
Sections 8 & 9, Range 3 East,
South Saanich District, Plan EPP28837.

Dated this 27th day of March, 2013.

Distances shown are in metres.

Scale - 1: 450



RICHARD J. WEY & ASSOCIATES
Land Surveying Inc.
www.waysurveys.com
#1-2227 James White Boulevard
Sidney, BC V8L 1C6
Telephone (250) 586-6166
Fax: (250) 586-6166

STATUTORY RIGHT OF WAY

THIS AGREEMENT dated for reference the 25th day of December, 2013 is

BETWEEN:

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH,
1903 Mount Newton Cross Road, Saanichton, B.C. V8M 2A9

(the "Grantor")

AND:

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH,
1903 Mount Newton Cross Road, Saanichton, B.C. V8M 2A9

(the "District")

WHEREAS:

- A. The Grantor is the registered owner of an estate in fee simple of the lands and premises situate in the District of Central Saanich in the Province of British Columbia, more particularly known and described as:

Parcel Identifier:

Lot 2, Sections 8 and 9, Range 3 East, South Saanich District, Plan EPP28837

(the "Land");

- B. The Grantor has agreed to grant to the District a statutory right of way to facilitate the construction, installation, improvement, extension, removal, alteration, repair, maintenance, operation, replacement and use of certain works, including all appurtenances ancillary and incidental thereto, all generally described as follows: all pipes, valves, fittings, pumps, conduits, culverts, facilities and appurtenances necessary or convenient for the carrying of storm sewage and drainage as part of the District's system of sewage works and drainage works (the "Works");
- C. This statutory right of way is necessary for the operation and maintenance of the District's undertaking.

NOW THEREFORE this Agreement witnesses that, pursuant to section 218 of the *Land Title Act*, and in consideration of the sum of \$1.00 now paid by the District to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Grantor), the Grantor grants to and covenants with the District as follows:

1. **Grant of Statutory Right of Way** – The Grantor hereby grants, conveys and confirms to the District in perpetuity the full, free and uninterrupted right, liberty, easement and statutory right of way ("Statutory Right of Way") for the District, its officers, employees, contractors and agents, in common with the Grantor, at all times hereafter from time to time at their will and pleasure to enter, go, be on, pass and repass, with or without

vehicles, personal property and equipment, upon, over, under and across that portion of the Land outlined in heavy black and labelled "Area 2" on Reference Plan EPP35521 (the "Right of Way Area"), a reduced paper print copy of which plan is attached hereto as Schedule "A", in order to:

- (a) lay down, construct, maintain, operate, repair, and replace a sewer pipe-line for the conveyance of effluent and waste material over, under, and through the Right of Way Area;
- (b) lay down, construct, maintain, repair, and replace a drainage line for the conveyance of storm water over, under, and through the Right of Way Area;
- (c) have unobstructed access to and from the Right of Way Area at any and all times;
- (d) establish grades and levels upon the Right of Way Area;
- (e) excavate or otherwise alter the contours of the Right of Way Area and to backfill trenches on the Right of Way Area provided such excavation or alteration does not adversely affect the balance of the Land;
- (f) make surveys and tests;
- (g) remove from the Right of Way Area such structures, improvements, fixtures, fences, gates, trees, shrubs, plants, vehicles, mobile homes, storage facilities and other obstructions whatsoever as, in the District's reasonable opinion, is necessary in order to construct, install, remove, repair, alter, operate, maintain clean, inspect, patrol or replace the Works;
- (h) store upon the Right of Way Area all vehicles, equipment, machinery, materials or other moveable property of any description necessary to construct, install, remove, repair, operate, alter, maintain, inspect, clean or replace the Works; and
- (i) do all other things on the Right of Way Area as may be reasonably necessary, desirable or incidental to the Works.

2. Grantor's Obligations – The Grantor must:

- (a) not do or permit to be done anything in the Right of Way Area which in the opinion of the District, acting reasonably, may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of, the Right of Way Area, the Works or the rights granted under this Statutory Right of Way;
- (b) trim or, if the District requires, permit the District to trim or cut down any tree or other growth on the Right of Way Area which in the opinion of the District constitutes or may constitute a danger, impairment or obstruction to the Works or to those using the Right of Way Area in connection with the Works;
- (c) permit the District to peaceably hold and enjoy the rights hereby granted;
- (d) permit the District to:

- (i) maintain and clean the surface of the Right of Way Area and remove grass and other growth from the surface of the Right of Way Area to the extent required for the construction and maintenance of the Works; and
 - (ii) to do all other things in the Right of Way Area which in the reasonable opinion of the District are reasonably necessary for the safe use and preservation of the Right of Way Area for the purposes of the Works and the Statutory Right of Way;
- (e) not deposit or place garbage, debris or other material on the Right of Way Area;
 - (f) not place, install or construct any building, structure, mobile or manufactured home or other improvement (including any paving, walls or fences) on the Right of Way Area;
 - (g) not permit any building, construction, structure or other improvement to overhang the Right of Way Area, without the District's written approval;
 - (h) not carry on blasting on or adjacent to the Right of Way Area without the District's approval;
 - (i) not diminish or increase the soil cover over any Works installed in the Right of Way Area without the District's approval;
 - (j) at its own expense, do or cause to be done all acts necessary to grant priority to this Statutory Right of Way over all charges and encumbrances which are registered, or pending registration, against title to the Land, in the Land Title Office, save and except those as have been approved in writing by the District or have been granted in favour of the District; and
 - (k) at its own expense, do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances whatsoever for better assuring to the District the rights, liberties and statutory right of way hereby granted.

3. **District's Obligations** – The District must:

- (a) do all things hereby authorized to be done by it over, through, under and upon the Right of Way Area in a good and workmanlike manner so as to cause no unnecessary damage or disturbance to the Grantor, the Land, or the Right of Way Area or to any improvements thereon; and
- (b) not bury, without the prior written consent of the Grantor, construction debris or rubbish in excavations or backfill.

4. **No Obligation to Maintain** – No right herein granted to or reserved by the District requires the District to clean, repair or maintain the Works or the Right of Way Area, except as expressly provided herein.

5. **District's Rights** – The District:

- (a) is entitled to peaceably hold and enjoy the rights, liberties and Statutory Right of Way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor;
 - (b) in its sole discretion may at any time remove any or all of the Works installed by the District in, upon or under the Right of Way Area, all of which remain chattels and the property of the District, notwithstanding that they may be annexed or affixed to the freehold;
 - (c) on default by the Grantor of any of its obligations under this Agreement, may, but is not obliged to, rectify the default, provided that, except in the case of an emergency, the District must first give 7 days prior notice to the Grantor specifying the default and requiring it to be remedied. The Grantor shall reimburse District for its reasonable, out of pocket expenses incurred in remedying such a default; and
 - (d) despite section 5(b), if the District abandons, releases or discharges the Statutory Right of Way, the District is not responsible or obligated in any way to remove or pay for the cost of removal of any Works from the Right of Way Area.
6. **No Waiver** – No waiver of default by either party is effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by either party of a previous default of the other is to be taken to operate as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party.
7. **Discretion** – Wherever in this Agreement the approval of the District is required, some act or thing is to be done to the District’s satisfaction, the District is entitled to form an opinion, or the District is given a sole discretion:
- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by the District’s Municipal Engineer (“Engineer”);
 - (b) the approval, opinion or satisfaction is in the discretion of the Engineer acting reasonably in accordance with municipal engineering practice;
 - (c) any discretion of the Engineer is not subject to public law duties and the principles of procedural fairness and the rules of natural justice have no application; and
 - (d) the sole discretion of the District is deemed to be the sole, absolute and unfettered discretion of the District and the principles of procedural fairness and the rules of natural justice have no application.
8. **No Effect on Powers** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District under the common law or any statute, bylaw, or other enactment;

- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Land; or
 - (c) relieve the Grantor from complying with the common law or any statute, bylaw or other enactment.
- 9. **Indemnity** – The Grantor covenants to and does hereby indemnify and save harmless the District, its elected officials, officers, and employees at all times from all losses, damages, actions, suits, claims, demands, costs, expenses, fees and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the District is or may become liable, incur or suffer by reason of any injury to person (including death) or loss or damage to property or economic loss arising directly or indirectly from a breach or non-performance by the Grantor of its covenants or obligations in this Agreement, or arising directly or indirectly, or from any wrongful act, omission or negligence of the Grantor in, on, around and about the Land, the Right of Way Area, or in any way connected to or relating to the Works.
- 10. **Notice** – Any notice to be given pursuant to this Agreement must be in writing and may be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses hereinbefore set out. If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is mailed, it is to be deemed given 5 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice must do so by personal delivery as provided in this section. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the address therein specified is to be deemed to be the address of such party for the giving of notice.
- 11. **Severance** – If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement.
- 12. **Entire Agreement** – No amendment of this Agreement, is valid or binding unless in writing and executed by the parties.
- 13. **Headings** – The headings in this Statutory Right of Way are inserted for reference and convenience only and must not be used to construe or interpret the provisions hereof.
- 14. **Schedules** – Schedule “A”, being a reduced copy of the survey plan delineating the Right of Way Area, forms part of this Agreement.
- 15. **Interpretation** – In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (g) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (h) time is of the essence;
- (i) all provisions are to be interpreted as always speaking;
- (j) reference to a “party” is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (k) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (l) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

16. **Interest In Land and Enurement** – The Statutory Right of Way, and licence granted hereby, severally run with the Land and each and every part into which the Land may be subdivided or consolidated by any means (including subdivision plan, reference or explanatory plan, strata plan, bare land strata plan or lease), but no part of the fee of the Land passes to or is vested in the District under or by this Agreement and the Grantor may fully use the Right of Way Area and Land subject only to the common law and the rights, obligations and restrictions expressly set out in this Agreement. This Statutory Right of Way enures to the benefit of and is binding on the parties notwithstanding any rule of law or equity to the contrary.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

EASEMENT FOR SEWER AND DRAINAGE

THIS AGREEMENT dated for reference the 25th day of December, 2013 is

BETWEEN:

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH,
1903 Mount Newton Cross Road, Saanichton, B.C. V8M 2A9

(the "Grantor")

AND:

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH,
1903 Mount Newton Cross Road, Saanichton, B.C. V8M 2A9

(the "Grantee")

WHEREAS:

- A. The Grantor is the registered owner of an estate in fee simple of the lands and premises situate in the District of Central Saanich in the Province of British Columbia, more particularly known and described as:

Parcel Identifier: NO PID

Lot 2, Sections 8 and 9, Range 3 East, South Saanich District, Plan EPP28837

(the "Servient Tenement");

- B. The Grantee is the registered owner of an estate in fee simple of the lands and premises situate in the District of Central Saanich in the Province of British Columbia, more particularly known and described as:

Parcel Identifier:

Lot 1, Sections 8 and 9, Range 3 East, South Saanich District, Plan EPP28837

(the "Dominant Tenement");

- C. The Grantee requires and the Grantor has agreed to grant the Grantee permission to lay down, construct, and maintain a sewer pipe-line and a drainage line beneath the surface of a portion of the Servient Tenement shown outlined in heavy bold and marked as "Area 1" on the Reference Plan of Easement prepared by Lloyd R. P. Eakins B.C.L.S., and registered at the Vancouver Land Title Office under number EPP35521 (the "Easement Area"), a copy of which plan is attached hereto as Schedule "A", for the purposes and subject to the conditions set out in this Agreement;

NOW THEREFORE this Agreement witnesses that in consideration of the sum of \$1.00 now paid by each party hereto to each other party, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

17. **Grant of Easement** – The Grantor hereby grants and conveys, in perpetuity and at all times to the Grantee their servants, employees, agents, contractors, invitees, licensees,

administrators, successors and assigns the full, free, unrestricted and uninterrupted right, license, liberty, privilege, easement and right of way (the "Easement") in common with the Grantor but always subject to the terms herein to:

- (a) lay down, construct, maintain, repair, and replace a sewer pipe-line for the conveyance of effluent and waste material over, under, and through the Easement Area;
- (b) lay down, construct, maintain, repair, and replace a drainage line for the conveyance of storm water over, under, and through the Easement Area;
- (c) use, enter, labour, pass and repass over the Easement Area in connection with the rights in section 1(a) and (b) above, by the Grantee, its servants, agents, or licensees;
- (d) dig up such of the soil of the Easement Area as may be necessary for the purposes of the Easement;
- (e) bring onto the Easement Area all machinery, vehicles, materials and equipment required or desired for any of the foregoing purposes; and
- (f) do all acts which are reasonably necessary, desirable or incidental to the use of the Easement Area as permitted herein and the exercise of the rights granted hereby.

18. **Grantor's Covenants** – The Grantor hereby covenants and agrees:

- (a) not to make, place, erect or maintain any building, structure, foundation, pavement, excavation, well, pile material or obstruction upon the Easement Area which might interfere with or endanger the excavation for, installation, operation, maintenance, removal or replacement of the works authorized herein or any part thereof or which might obstruct access by the Grantor's servants, agents or licensees to these works or any part thereof;
- (b) not to make, diminish or substantially add to the ground cover over such of these works as may be from time to time installed, operated or maintained on or below the surface of the Easement Area;
- (c) not to do or knowingly permit to be done any act or thing which will obstruct access by the Grantee or their respective tenants, agents, licensees or invitees to or over the Easement Area or any part thereof.

19. **Grantee's Obligations** – The Grantee must:

- (a) construct, lay down, maintain and repair the said sewer pipe-line and the said drainage line in such manner and at such times as may be in accordance with the bylaws and regulations of the District of Central Saanich;
- (b) as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Easement Area as possible;

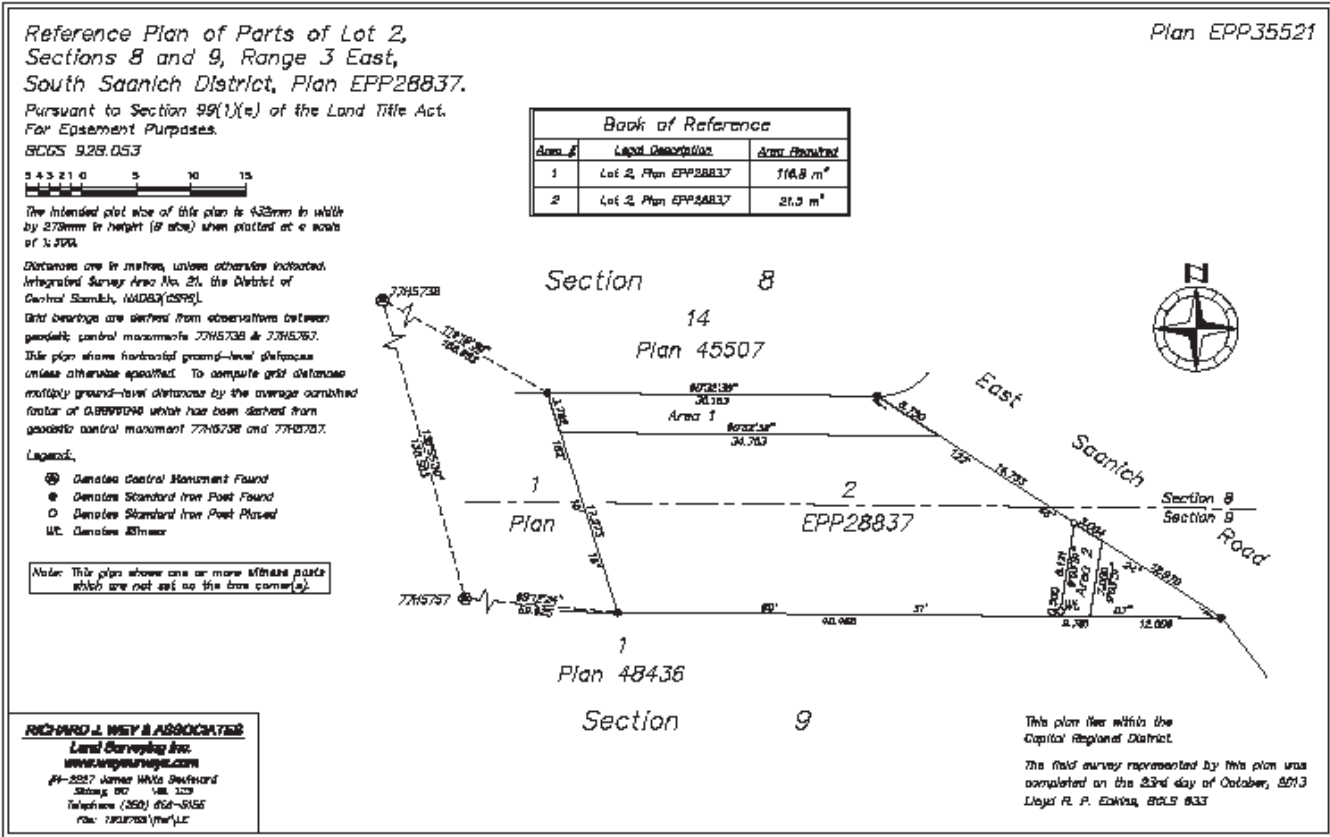
- (c) when performing any work in the Easement Area, take all reasonable steps to prevent soil slippage;
 - (d) make good, at its own expense, all damage or disturbance which may be caused to the surface soil of the Easement Area in the exercise of its rights hereunder;
 - (e) repair the said sewer pipe-line and the said drainage line forthwith on notice given by the Grantor; and
 - (f) as far as is reasonably possible, restore any fences, lawns, and flower beds on the Easement Area, at the Grantee's cost, as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Grantee upon the Easement Area.
20. **Grantor May Repair** – If the Grantee fails to maintain the said sewer pipe-line or the said drainage line in a proper state of repair and whether or not such notice has been given, the Grantor may repair the same and charge the cost of the repairing of the same and the cost of restoring the surface soil and surfacing of the Easement Area to the Grantee.
21. **No Termination for Breach** – Under no circumstances whatever shall the Easement be suspended, interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Grantee or any person claiming through or under the Grantee, and the parties shall refrain from seeking any judgment, order or declaration to that effect. Nothing in this paragraph shall prevent any party from applying to enjoin or restrain any wrongful action or seeking damages therefor.
22. **Agreement Runs with Land** – This Agreement will be construed as running with and being a burden upon the Servient Tenement, but no part of the fee of the soil thereof will pass to or be vested in the Grantee under or by this Agreement and if the Dominant Tenement is subdivided, then the easement hereunder granted will continue to run with and bind each subdivided part thereof and the parties hereby acknowledge and agree that the Servient Tenement may be so subdivided and that this Agreement will remain in full force and effect. This Agreement will remain in full force and effect if either the Servient Tenement or the Dominant Tenement is consolidated with any other parcel or parcels of land whatsoever.
23. **Covenants** – The covenants of the parties contained herein will run with the Servient Tenement and the Dominant Tenement and benefit and bind each current owner thereof from time to time and will be binding upon the parties only during their respective ownership of any interest in the Servient Tenement or the Dominant Tenement as the case may be.
24. **Joint and Several** – If at any time more than one person, as defined in the *Interpretation Act* (British Columbia), owns the Dominant Tenement, each of those persons will be jointly and severally liable for all of the obligations of the Grantee under this Agreement. If at any time more than one person, as defined in the *Interpretation Act* (British Columbia), owns the Servient Tenement, each of those persons will be jointly and severally liable for all of the obligations of the Grantor under this Agreement.

25. **Waiver** – Waiver of any default by any party will not be deemed to be a waiver of any subsequent default by that party.
26. **Notice** – Whenever it is required or desired that any party serve a notice on any other party, service will be deemed to be satisfactory and to have occurred:
- (a) on the date of service, if that party has been served personally; or
 - (b) on the date received or on the sixth business day after mailing in any Canadian post office, whichever is the earlier, if notice is mailed by regular or prepaid registered mail, so long as notice is mailed to the party at the address set out in this Agreement or such other address as either party may advise the other in writing in accordance herewith.
27. **Interpretation** – Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
28. **Enurement** – This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable, notwithstanding any rule of law or equity to the contrary.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C and Form D which are attached to and form part of this Agreement.

SCHEDULE "A"

REFERENCE PLAN



END OF DOCUMENT

Central Saanich Land Use Bylaw (Zoning) Excerpt (27) Large Lot Single Family Residential: R-1

Permitted Uses

Residential Single Family
Home occupation
Secondary Suite *[Bylaw 1534]*

Siting of Buildings and Structures

Front Yard	minimum of	7.5 m
Rear Yard	minimum of	7.5 m
Accessory Rear Yard	minimum of	1.0 m for accessory buildings of less than 10.0 m ² floor area and 3.0 m height <i>[Bylaw 1586]</i>
Side Yard Interior	minimum of	1.5 m, one side
	minimum of	4.5 m, total two sides
	minimum of	3.0 m each side (panhandle lot)
Side Yard Exterior	minimum of	6.0 m
Accessory Separation	minimum of	3.0 m from principal building

Floor Area Permitted

Gross Floor Area	minimum	100 m ²
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Size of Building and Structures

Building Height	maximum of	8.0 m
	maximum of	4.5 m (panhandle lot)
Building Width	minimum of	7.5 m
Accessory Height	maximum of	3.5 m

Lot Coverage and Area When On Community Sewer System

Lot Coverage	maximum of	30 %
	maximum of	25% (panhandle lot)
Lot Coverage of accessory buildings	maximum of	7% or 50 m ² , whichever is less
Lot Area	minimum of	780 m ²
Lot Frontage	minimum of	21 m
Floor Area Ratio	maximum of	.45

Despite the maximum lot coverage and height of accessory buildings in the R-1 (Large Lot Single Family Residential) Zone, for Lot 14, Section 4, Range 4 East, South Saanich District, Plan 26872, the maximum lot coverage for accessory buildings is 8.3% or 110 m², whichever is less, and the maximum height of an accessory building is 4.8m.
[Bylaw 1678]

Lot Coverage and Area When Not On Community Sewer System

Lot Coverage	maximum of	5 %
Lot Area	minimum of	2.0 ha
Lot Frontage	minimum of	10% of lot perimeter

OFFER TO PURCHASE & PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated for reference _____, 20__ is

BETWEEN:

DISTRICT OF CENTRAL SAANICH, 1903 Mount Newton Cross Road, Saanichton,
B.C. V8M 2A9, Fax Number: (250) 652-0135

(the "Seller")

AND:

BUYER'S NAME:

(the "Buyer")

Buyer's Incorporation Number (if Buyer is corporation): _____

Buyer's Address:

Buyer's Fax Number: _____

PURCHASE PRICE (Excluding GST): \$ _____

BUYER'S GST Number (if registered): _____

THE BUYER HEREBY OFFERS to enter into a purchase and sale agreement to purchase the estate in fee simple in the Lands from the Seller on the following terms and conditions:

DEFINITIONS

1. **Definitions** – In this Agreement, in addition to the words defined in the recitals to it:
 - (a) “Business Day” means a day other than a Saturday, Sunday or statutory holiday in B.C.
 - (b) “Buyer’s Solicitors” means the solicitors or notary public designated under this Agreement to represent the Buyer in connection with the transaction under this Agreement.
 - (c) “Completion Date” means the date that is 14 days after the day that all of the conditions precedent under Article 5 have been satisfied or, where permitted, waived, unless that date is not a Business Day, in which case the Completion Date will be the next following Business Day.
 - (d) “Contaminants” means
 - (i) as defined in the *Environmental Management Act*, any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws.
 - (e) “Deposit” means the deposit in an amount equal to 10% of the Purchase Price or \$3,000.00, whichever is greater.
 - (f) “Environmental Law” means any past, present or future common law or principle, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.
 - (g) “Lands” means [insert legal description for property].
 - (h) “LTO” means the Victoria Land Title Office.
 - (i) “Permitted Encumbrances” means the reservations and exceptions contained in the original grant from the Crown, any charges or encumbrances registered on title to the Lands as of the reference date of this Agreement, and any charges and encumbrances to be registered pursuant to this Agreement.
 - (j) “Purchase Price” means the purchase price (excluding GST) for the Lands in the amount set out on the first page of this Agreement.

- (k) "Seller's Solicitors" means Young, Anderson.
- (l) "Transfer" means a transfer or transfers in registrable form transferring the estate in fee simple of the Lands to the Buyer.

Purchase and Sale

1. **Purchase and Sale** – The Buyer will purchase from the Seller, and the Seller will sell to the Buyer, the Lands, free and clear of all registered liens, charges and encumbrances, except for the Permitted Encumbrances, for the Purchase Price, on the terms and conditions of this Agreement.

2. **Payment of Purchase Price** – The Buyer will pay the Purchase Price as follows:

(a) by payment of the Deposit to the Seller's Solicitors, in trust, within 5 Business Days following the date of execution of this Agreement by the Seller, to be held by the Seller in an interest bearing trust account with a bank, credit union or other similar financial institution, with the Seller and the Buyer agreeing that:

(i) upon completion, the Deposit, without interest, will be credited on account of the Purchase Price;

(ii) the Deposit, with interest, will be retained by the Seller if the Buyer defaults in its obligation to purchase the Lands under this Agreement and that default is not waived in writing by the Seller, without prejudice to any other remedies the Seller may have;

(iii) the Deposit, with interest, will be repaid to the Buyer if the Seller is in default of its obligation to sell the Lands under this Agreement and that default is not waived in writing by the Buyer;

(iv) the Deposit, with interest, will be repaid to the Buyer if any of the conditions precedent under Article 5 is not satisfied or, where permitted, waived within the time provided in that Article;

(v) except to the extent otherwise provided in this Agreement, all interest accruing on the Deposit will be retained by the Seller and will not be returned to the Buyer or credited on account of the Purchase Price;

and

(b) by payment to the Seller on the Completion Date of the balance of the Purchase Price, adjusted in accordance with this Agreement.

TRANSFER

1. **Title and Possession** – On the Completion Date, the Seller will:

(a) convey the estate in fee simple of the Lands to the Buyer free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances; and

(b) give vacant possession of the Lands to the Buyer, subject only to the Permitted Encumbrances.

2. **Adjustments** – All adjustments to the Purchase Price in respect of the Lands, both incoming and outgoing, usually the subject of adjustments between a Seller and a Buyer in

connection with the purchase and sale of land, including adjustments of utilities, rents and property taxes, will be made up to and including the Completion Date. The Buyer will pay to the Seller, as an adjustment for municipal property taxes, \$_____ [insert per diem property tax contribution] per day remaining in the calendar year from and including the Completion Date, provided that if the Lands are subsequently assessed for property taxes for that calendar year, the Buyer will be responsible for paying the full and actual amount of such taxes, municipal and otherwise, and the Seller will reimburse the Buyer for the per diem amount paid under this section, without interest.

3. Closing Documents –

- (a) No later than 5 days before the Completion Date, the Buyer will cause the Buyer's Solicitors to deliver to the Seller's Solicitors, duly executed by the Buyer, as applicable;
 - (i) the Transfer, to be approved and executed by the Seller;
 - (ii) 2 copies of the Seller's Statement of Adjustments, to be approved and executed by the Seller; and
 - (iii) if the Buyer is registered under the *Excise Tax Act* (Canada) for GST purposes, the declaration in the form attached as Schedule A to this Agreement.
- (b) Before the Completion Date, the Seller will cause the Seller's Solicitors to deliver to the Buyer's Solicitors the Transfer and the Seller's Statement of Adjustments, each executed on behalf of the Seller.

4. Completion –

- (a) On or before the Completion Date the Buyer will pay to the Buyer's Solicitors, in trust, the amount payable under section III2(b) plus, if section 6 applies, the amount of any GST payable.
- (b) On the Completion Date, forthwith after the payment of the amount under section IV4(a) and after receipt from the Seller's Solicitors of the documents under section 3(b), the Buyer will cause the Buyer's Solicitors to file the Transfer in the LTO.
- (c) Upon the Buyer's Solicitors being satisfied after deposit of the Transfer for registration in the LTO that in the normal course of land title office routine the Buyer will be the registered owner in fee simple of the Lands, subject only to the Permitted Encumbrances, the Buyer will cause the Buyer's Solicitors to deliver to the Seller's Solicitors a solicitor's trust cheque made payable to the Seller in the amount payable under section III2(b) plus, if section 6 applies, the amount of any GST payable.

The requirements of this section are concurrent requirements and this transaction will not be considered to be complete until everything required to be done by this section is done.

- ### 5. Buyer Financing –
- Notwithstanding section 4, if the Buyer is relying on a new mortgage (the "Mortgage") to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the Transfer and Mortgage documents have been lodged for registration in the LTO, but only if, before such lodging, the Buyer has:

- (a) made available for tender to the Seller that portion of the Purchase Price not secured by the Mortgage;
 - (b) fulfilled all of the Mortgage conditions for funding except lodging the Mortgage for registration; and
 - (c) made available to the Seller's Solicitors an undertaking from the Buyer's Solicitors to pay the Purchase Price to the Seller's Solicitors upon the lodging of the Transfer and Mortgage documents and the advance by the mortgagee of the Mortgage proceeds in accordance with the Canadian Bar Association (BC Branch – Real Property Section) standard undertakings.
6. **GST (If Buyer Not Registered)** – If, on the Completion Date, the Buyer is not registered under *Excise Tax Act* (Canada) for GST, the Buyer will pay any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Lands to the Seller on the Completion Date.
7. **Risk** – The Lands are at the Seller's risk until 12:01 a.m. on the Completion Date and at the Buyer's risk thereafter.

BUYER REPRESENTATIONS, WARRANTIES, COVENANTS & ACKNOWLEDGMENTS RESPECTING TRANSACTION AND LANDS

1. **Buyer's Representations, Warranties and Covenants** – The Buyer hereby represents and warrants to the Seller that the following are true, and covenants with the Seller that the following will be true on the Completion Date:
- (a) the Buyer has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement;
 - (b) if the Buyer is registered under the *Excise Tax Act* (Canada) for the purposes of GST, the Buyer's registration number is as set out on the first page of this Agreement;
 - (c) if the Buyer is a corporation, the Buyer is duly incorporated and validly existing under its jurisdiction of incorporation, is in good standing under the legislation governing it and has made all filings required under such legislation; and
 - (d) the Buyer has the power and capacity to enter into and carry out the transaction provided for in this Agreement.
2. **Acknowledgments and Agreements of the Buyer** – The Buyer acknowledges and agrees that:
- (a) the Seller sells and the Buyer purchases the Lands on an "as is" basis and condition;
 - (b) the Seller has not made any representations, warranties or agreements as to the condition or quality of the Lands, including as to:
 - (i) the subsurface nature or condition of the Lands (including soil type, hydrology and geotechnical quality or stability);

- (ii) the environmental condition of the Lands (including regarding Contaminants in, on, under or migrating to or from the Lands) or regarding the compliance of the Lands, or past or present activities on it, with any Environment Laws;
 - (iii) the suitability of the Lands for any particular use or development of the Lands; or
 - (iv) access to or from the Lands;
- (c) it is the sole responsibility of the Buyer to satisfy itself with respect to the matters referred to in section 4.2(b) including by conducting any reports, tests, investigations, studies, audits and other enquiries that the Buyer, in its sole discretion, considers prudent;
- (d) the Buyer has not relied, and will not rely, upon any documentation or information regarding the Lands that may have been provided by or on behalf of the Seller to the Buyer prior to the Buyer's execution of this Agreement or that may be provided following such execution and the Buyer hereby releases the Seller from any and all liability associated with its use or reliance upon any documentation or information provided at any time to the Buyer by the Seller or any of its elected and appointed officials, employees, contractors or agents;
- (e) effective from and after the Completion Date:
 - (i) the Buyer assumes and is solely responsible for, and releases the Seller (and its elected and appointed officials, employees, contractors and agents) from and against, any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia)), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the Buyer or any other person has or may have arising out of or in any way related to or in connection with the Lands, including the presence of Contaminants in, on, under or migrating to or from the Lands, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants; and
 - (ii) will indemnify and save harmless the Seller (and its elected and appointed officials, employees, contractors and agents) from and against, any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs (as defined in the *Environmental Management Act* (British Columbia)), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the Seller, or its elected or appointed officials, employees, contractors or agents, may suffer, incur, be subject to or liable for, whether brought against anyone or more of them by the Buyer or any other person, or any government authority or agency, arising out of or in any way related to or in connection with the Lands, including the presence of Contaminants in, on, under or migrating to or from the Lands, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants;

- (f) without limiting the rest of this section 4.2, for the purpose of allocation of remediation costs pursuant to the *Environmental Management Act* (British Columbia), including and after the Completion Date, the Buyer will be, as between the Seller and the Buyer, solely responsible for the costs of any mandatory or voluntary remediation of the Lands under that Act and this binds the Buyer with respect to any allocation of remediation costs, as defined by that Act, by any procedure under that Act; and
 - (g) the Seller has not made any representations, warranties or agreements with the Buyer as to whether or not any GST is payable by the Buyer in respect of the sale of Lands to the Buyer.
3. **Site Profile** – The Buyer hereby waives delivery by the Seller of a site profile under the *Environmental Management Act* (British Columbia).

CONDITIONS PRECEDENT

1. **Buyer's Conditions Precedent** – The Buyer's obligation to complete the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions precedent, which are for the sole benefit of the Buyer and may be waived by the Buyer at its sole discretion:
- (a) On or before the applicable date specified by the Buyer in Schedule B, those conditions, if any, set out in Schedule B.

In consideration of \$1.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Seller, the Seller agrees to remain bound by the terms and conditions of this Agreement while it remains subject to the conditions precedent under this section. If the Buyer does not give the Seller notice of its satisfaction or waiver of any of these conditions precedent within the time provided herein, this Agreement will be at an end.

2. **Rezoning Application** – The Buyer will, at its expense, apply to the District of Central Saanich for any rezoning contemplated by the above conditions precedent.

MISCELLANEOUS

1. **Fees and taxes** – The Buyer will pay, as and when due and payable:
- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in connection with the sale of the Lands to the Buyer;
 - (b) LTO registration fees in connection with the registration of the Transfer and Mortgage (if applicable);
 - (c) its own legal fees and disbursements; and
 - (d) any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Lands to the Buyer, with the Buyer and the Seller agreeing that the Purchase Price does not include GST.
2. **Preparation of Conveyancing Documents** – The Buyer will, at its expense, prepare all necessary conveyancing documentation, including the Transfer.

3. **Access** – The Buyer, its agents and employees have a licence, exercisable on 24 hours prior written notice to the Seller, to enter upon the Lands from time to time prior to the Completion Date, at the Buyer’s sole risk and expense, for the purpose of making inspections, surveys, tests and studies of the Lands. The Buyer agrees to:

- (a) release and indemnify, and hold harmless, the Seller from and against any and all actions, causes of actions, liability, demands, losses, costs and expenses (including legal fees and disbursements) which the Seller or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Buyer of its rights under this section; and
- (b) leave the Lands in the same condition as that in which the Buyer found the Lands, including by removing any equipment, refuse or other matter brought onto the Lands by the Buyer or its agents or contractors.

4. **Further Assurances** – The parties will execute and deliver all such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

5. **Notice** – Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a “Notice” under this section) which may be or is required to be given under this Agreement will be in writing and be delivered or sent by fax to the applicable address or fax number set out above, or to such other address or fax number of which notice has been given as provided in this section. Any Notice that is delivered is to be considered given on the day it is delivered and any Notice sent by fax is to be considered given on the day it is sent, except that if, in either case, that day is not a Business Day, the Notice is to be considered given on the next Business Day after it is sent.

6. **Buyer’s Solicitors** – If the Seller accepts the Buyer’s offer as set out in this Agreement, the Buyer will promptly thereafter notify the Seller of its solicitor or notary public for the purposes of the transaction contemplated under this Agreement.

7. **No Effect on Powers** – This Agreement does not, and nothing herein will:

- (a) affect or limit the discretion, rights, duties or powers of the Seller or the approving officer for the Seller under the common law or any statute, bylaw or other enactment;
- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Buyer or the Lands; or
- (c) relieve the Buyer from complying with any common law or any statute, regulation, bylaw or other enactment.

Without limiting the foregoing, the Buyer acknowledges and agrees that where fulfillment of a condition precedent under this Agreement requires that the Council of the District of Central Saanich adopt bylaws or pass resolutions, the adoption of such bylaws and passage of such resolutions is within the absolute and unfettered discretion of the Council and the provisions of this Agreement will not in any way obligate the Council to adopt such bylaws or pass such resolutions or affect Council’s discretion with respect thereto.

8. **Time of Essence** – Time is of essence of this Agreement.

9. **Interpretation** – In this Agreement:

- (a) all dollar amounts referred to in this Agreement are Canadian dollars;
- (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
- (g) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement form part of this Agreement; and
- (h) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

10. **Tender** – Any tender of documents or money to be made upon a party may be made at that party’s address set out in this Agreement or upon their solicitor.

11. **No Other Agreements** – This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises and agreements regarding its subject.

12. **Assignment** – The Buyer may not assign all or any part of this Agreement, or the benefit hereof, without the prior written consent of the Seller, which may be withheld arbitrarily and without reason.

13. **Benefit** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

14. **Schedules** – The following are Schedules to this Agreement and form an integral part of this Agreement:

Schedule A – Buyer’s GST Declaration

Schedule B – Buyer’s Conditions

15. **Modification** – This Agreement may not be modified except by an instrument signed in writing by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.

16. **Governing Law** – This Agreement will be governed by and construed in accordance with the laws of British Columbia.

17. **Non-Merger** – None of the provisions of this Agreement will merge in the transfer of the Lands or any other documents delivered on the Completion Date and the provisions of this Agreement will survive the completion of the purchase and sale transaction under this Agreement.

18. **No Seller Legal Obligations Unless Acceptance** – By executing the offer comprised herein below, the Buyer hereby confirms, acknowledges and agrees that the Seller will have no contractual or other legal obligations whatsoever to the Buyer in connection with or arising from the Seller's invitation for offers to purchase the Lands or the submission of this offer to the Seller, until and unless the Seller accepts the Buyer's offer by executing and delivering this Agreement to the Buyer.

19. **Offer** – This Agreement is an offer by the Buyer to the Seller to enter into a contract of purchase and sale on the terms and conditions contained in this Agreement. Unless revoked in writing by the Buyer, this offer is open for acceptance by the Seller by the execution of this Agreement by the Seller and delivery to the Buyer no later than 4:00 p.m. on _____, 20____, and if not so accepted, this offer is null and void. Upon acceptance of this offer by the Seller as provided in this section, but not before, this Agreement will become a binding agreement for the purchase and sale of the Lands on the terms and conditions of this Agreement. As evidence of its offer to purchase the Lands on the terms and conditions contained in this Agreement, and as evidence of its agreement to be bound contractually by those terms and conditions if the Seller accepts the Buyer's offer, the Buyer has executed and delivered this Agreement below on the date set out below:

Date: _____, 20____

Complete, if Buyer is a corporation:

by its authorized signatories:

Print Name:

Print Name:

Complete, if Buyer is an individual:

Signed, Sealed and Delivered in the presence of:)	
)	
)	
_____)	_____
Witness Name)	Sign & Print Buyer's Name:
_____)	
Address)	
_____)	
Occupation)	
)	

In consideration of the promises of the Buyer contained in this Agreement, **THE SELLER HEREBY ACCEPTS** the Buyer's offer and agrees to be bound contractually by the terms and conditions of this Agreement as a binding agreement for the purchase and sale of the Lands on the terms and conditions of this Agreement, and as evidence of that agreement, the Seller has executed and delivered this Agreement below on the date set out below.

DISTRICT OF CENTRAL SAANICH by its

authorized signatories:

Mayor:

Corporate Officer:

Date: _____

SCHEDULE A
GST DECLARATION

To: District of Central Saanich (the "Seller")

Re: An agreement between the Seller and _____ (the "Buyer") being a Purchase and Sale Agreement dated for reference _____ (the "Agreement") in respect of the sale and purchase of the Lands, as defined in the Agreement (the "Property")

The Buyer hereby agrees with the Seller that:

1. The Buyer is registered under Subdivision d of Division V of Part IX of the ETA for the collection and remittance of goods and services tax ("GST") and its registration number is _____.
2. The Buyer will remit directly to the Receiver General of Canada any GST payable, and file the prescribed Form 60 pursuant to subsection 228(4) of the ETA in connection with the sale and conveyance of the Property.

Dated this _____ day of _____, 20__.

Complete, if Buyer is a corporation:

<hr/>
<hr/>
by its authorized signatories:
<hr/>
Print Name:
<hr/>
Print Name:

Complete, if Buyer is an individual:

Signed, Sealed and Delivered in the presence of:)	
)	
)	
_____)	_____
Witness Name)	Sign & Print Buyer's Name:
_____)	
Address)	
_____)	
Occupation)	
)	

SCHEDULE B

BUYER'S CONDITIONS

The purchase and sale of the Lands includes the following terms and is subject to the following conditions, for the sole benefit of the Buyer:

(a) On or before _____, _____, _____

_____;

(b) On or before _____, _____, _____

_____;

(c) On or before _____, _____, _____

_____;

(d) On or before _____, _____, _____

_____.