This Agreement dated the 2024-12-06

BETWEEN:

The Municipality of Crowsnest Pass
of P.O. Box 600, Municipality of Crowsnest Pass, Alberta, T0K 0E0
(Hereinafter referred to as the "Seller")

Party of the First Part

- and -

Tanrock Homes Ltd.
of Box [redacted] Blairmore Alberta T0K 0E0
(Hereinafter referred to as the "Buyer")

Party of the Second Part

AGREEMENT FOR THE SALE AND PURCHASE OF VACANT MUNICIPAL PROPERTY

WHEREAS the Buyer has offered to purchase the vacant Property described in paragraph 1.1 below from the Municipality of Crowsnest Pass;

AND WHEREAS the Seller has agreed to sell the hereinafter described Property to the Buyer on the terms and conditions herein contained;

1. THE PROPERTY

1.1 The Property subject to the offer to sell and purchase is the following:

THE LAND:

Municipal Address: not assigned

Legal Description:

PLAN 0812254
BLOCK 1
LOT 51
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	(ACRES)	MORE OR LESS
SUBDIVISION	2311324	0.048	0.12	

EXCEPTING THEREOUT ALL MINES AND MINERALS

1.2 Unless otherwise agreed in writing, title to the Property at the Completion Day will be subject to any reservations and exceptions stated on the certificate of title; will be free and clear of all financial encumbrances, registrations and obligations except those implied by law; but will be subject to non-financial registrations which do not adversely affect the

Property's value and which cannot be discharged upon request or by payment of a reasonable sum of money; and will be subject to those items which the Buyer has agreed to assume in this Agreement.

2. THE TRANSACTION

2.1 The Buyer and the Seller agree to act cooperatively, reasonably, diligently and in good faith.

2.2 Deposits mean the Initial Deposit plus any other deposits set out in this Agreement. ~~The Seller acknowledges receipt of the Initial Deposit.~~

2.3 Unless otherwise agreed in writing, no interest shall be paid to the Seller or the Buyer, on the Deposits.

2.4 Other than the Initial Deposit, the Buyer will pay any other Deposits and the balance of the Purchase Price by lawyer's trust cheque or bank draft.

2.5 The Deposits shall be held in trust for both the Seller and the Buyer and shall be:

a) forthwith refunded to the Buyer if this Offer is not accepted, a condition is not satisfied or waived in accordance with Section 7 or the Seller fails to perform on this Contract; and

b) forfeited to the Seller if this Offer is accepted and all conditions are satisfied or waived, and the Buyer fails to perform on this Contract.

3. THE PURCHASE PRICE

3.1 The Seller hereby agrees to sell and the Buyer agrees to purchase the property for the sum of:

$ 20,000.00	The Purchase Price DOES NOT include Goods and Services Tax (GST).

3.2 The Purchase Price is to be paid in the following manner:

$ 0.00	The Initial Deposit (the receipt of which the Seller acknowledges)
$ 20,000.00	Balance of Purchase Price to be paid upon close
$ 20,000.00	**Total Purchase Price (Excluding GST)**

4. CLOSING AND POSSESSION

4.1 Unless otherwise agreed in writing, this Agreement will be completed and the Purchase Price will be fully paid and vacant possession will be available at **12:00 noon on or before December 20, 2024** (the completion, adjustment and possession day herein called the "Completion Day").

4.2 Items which are normally adjusted for, such as real estate taxes and local improvement levies will be adjusted as of the Completion Day. All adjustable items are the Seller's responsibility for the entire Completion Day.

4.3 Unless otherwise agreed in writing, if the Completion Day is not a Business Day, then conveyancing matters and payment of the Purchase Price will be completed at 12:00 o'clock noon on the preceding Business Day. Possession will be available on and adjustments will be made as of the Completion Day. "Business Day" means a day when both the Land Titles Office and the Buyer's mortgage or lending institution are open for business.

4.4 The Seller or Seller's lawyer will deliver normal closing documents to the Buyer, in a timely manner and upon reasonable conditions consistent with the terms of this Agreement.

4.5 a) Possession to the Property will not be provided by the Seller until the full Purchase Price has been paid.

b) However, if the Seller agrees in writing to accept late payment of the Purchase Price, then the Buyer will pay Interest to the Seller calculated daily from and including the Completion Day to but excluding the day the Seller is paid in full. Payment received after 12:00 noon on any day will be payment as of the next Business Day. Interest means the prime lending rate of the Royal Bank of Canada at the Completion day plus Three (3%) percent.

c) If the Buyer has not paid all of the Purchase Price, then the Seller, at its option, may give the Buyer possession upon reasonable terms.

4.6 If the Seller fails to deliver the closing documents according to the terms of this Agreement, the payment of the Purchase Price and Interest will be postponed until the Buyer has received the closing documents and has a reasonable period of time to process and deal with them.

4.7 The Seller's lawyer may use the Purchase Price to pay out all mortgages, registrations and other financial obligations that are the Seller's obligation to discharge. Within a reasonable period of time after the Completion Day, the Seller's lawyer will provide the Buyer or his lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title.

4.8 **BUYER TO PAY SELLER'S COSTS**

a) The Seller will prepare the closing documents to prepare, register and discharge any

Seller's caveat based on this Agreement.

b) **the Buyer shall in addition pay the Seller's costs including its reasonable solicitor/client costs for the purposes of preparing all necessary closing documents which shall be set at $950 plus reasonable disbursement.**

c) should the Property being purchased require rezoning, subdivision, separation or amalgamation from or to other titles or should the Property need to be subdivided from a larger title, in those events the Buyer shall be responsible for the payment of all costs, disbursements, levies, assessments, fees or payments and GST amounts associated with the rezoning, subdivision, separation or consolidation applications, including without limitation all surveying costs and application fees, document preparation, development fees, offsite levies and municipal reserve fund payments.

d) Without limited the forgoing, the Buyer is responsible for all costs associated with

i) the removal of the MR Designation from the subject parcel.
ii) redistricting the parcel from Recreation and Open Space to Non-Urban Commercial Recreation

4.9 The Seller will only pay costs necessary for the purposes of discharging any encumbrance or instrument required herein to be discharged by the Seller or the Seller's Caveat based on the Agreement.

4.10 The Buyer will pay the costs to prepare, register and discharge any Buyer's caveat based on this Agreement and to register the transfer of land and new financing documentation.

4.11 When the Buyer obtains possession, the Property will be in substantially the same condition as it was when inspected and last viewed by the Buyer. However, the Seller provides no warranties, except as detailed herein.

4.12 a) The Seller will **not** provide the following documentation to the Buyer:

i) Real Property Report;

ii) Municipal Compliance Certificate;

iii) Real Property Title Insurance.

Should the Buyer require any of the aforementioned documentation the Buyer shall secure same at its own cost.

b) Should the Buyer obtain a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or Real Property Report accurately reflects the Property and the buildings and improvements located thereon as they

currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such documents. The Seller does not represent or warrant the accuracy or validity of any survey or Real Property Report.

5. INSURANCE

5.1 As the Property is vacant, the only insurance the Seller will carry is General Public Liability Insurance.

6. WARRANTIES AND REPRESENTATIONS

6.1 The Seller warrants that:

a) The Seller has the legal right to sell the Property.

b) The Seller is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

6.2 The Seller **DOES NOT** warrant to the Buyer that:

a) No Goods and Service Tax (GST) is payable by the Buyer for this transaction.

b) The current use of the Land complies with the existing municipal land use by-law, provincial statutes or any regulations. Any zoning changes shall be at the request of the Buyer and upon the Buyer's expense

6.3 All of the warranties contained in this Agreement (or any attached Schedules) are made as of and will be true at the Completion Day, unless otherwise agreed in writing.

6.4 The Seller and Buyer each acknowledge that, **except as otherwise described in this Agreement**, there are no other warranties, representations or collateral agreements made by or with the other party, including any warranty, representation or collateral agreement relating to the size, measurement of the land and buildings or the existence or non-existence of any environmental condition or problem or any arrangement or agreement with adjacent or neighbouring property.

6.5 Should the Buyer file a Caveat against the title upon execution of the within Agreement, and should the Buyer fail to perform this Agreement, the Buyer hereby agrees to forthwith discharge any Caveats as filed.

7. SERVICING

7.1 The Buyer agrees that all costs with respect to the connection of any improvements on the Property constructed by the Buyer to deep and shallow service infrastructure are the responsibility of the Buyer.

8. REMEDIES AND DISPUTES

8.1 If the Seller or the Buyer fails to complete this Agreement according to its terms, then the other party may pursue all available remedies. The Seller's remedies include keeping the Deposit and claiming additional damages.

8.2 If the Seller must restore title to the Property, enforce a lien against the Property or regain possession of the Property due the Buyer's default, then the Buyer will pay the Seller's reasonable costs including solicitor and client legal fees. When delivering the closing documents, the Seller or his lawyer may require the Buyer to provide reasonable security for the estimated costs.

8.3 **DISPUTES** are to be mediated or arbitrated. If there is no agreement to mediate or if mediation fails, then disputes must be submitted firstly, to arbitration under the *Arbitration Act* (Alberta). If the Buyer and Seller cannot agree on the Arbitrator, then the Court may appoint one. The Arbitrator will have the authority to award costs including reasonable solicitor and client legal fees. "Disputes" means all disagreements between the Seller and the Buyer arising from this Agreement.

9. ADDITIONAL TERMS

9.1 "Unless otherwise agreed in writing" means a written agreement by letter or otherwise between the Seller or the Seller's lawyer and the Buyer or the Buyer's lawyer.

9.2 All time periods, deadlines and dates in this Agreement will be strictly followed and enforced. Time shall always be of the essence.

9.3 This Agreement is for the benefit of and will be binding upon the successors and permitted assigns of corporate parties. All changes of number and gender will be made as and where required.

9.4 Portions of this Agreement may be enforced even if the Agreement has ended.

10. AS-IS - WHERE IS

10.1 The Buyer acknowledges and agrees to purchase the Property on an "as is" basis and agrees with the Seller that neither the Seller nor its agents or representatives have made any representations or warranties with respect to the Property or improvements located on the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:

a) The condition of any buildings or improvements located on or near the Property.

b) Whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans.

c) Whether or not any buildings or improvements located on any neighbouring Property encroach onto the property.

d) The size and dimensions of the Property.

e) Whether or not the Property is contaminated with any hazardous substance within the meaning of the *Environmental and Enhancement Act*.

11. GOODS AND SERVICES TAX (GST)

11.1 In addition to the purchase price payable hereunder, the applicable GST will be paid by the Buyer. On or before the Completion Day, the Buyer may confirm to the Seller's lawyer that it is registered for the purposes of Part IX of the *Excise Tax Act* (Canada) (the "Act") and will provide its registration number. In that event, the Buyer covenants to assume liability for applicable GST accruing with respect to the contemplated transaction and further covenants to pay the applicable GST immediately after the Completion Day or to complete, sign and file such forms, filings or reports required by the Act within the prescribed time limits The Buyer agrees to indemnify and save harmless the Seller from and against all liability, fines, penalties, costs, expenses and interest, including legal fees and disbursements on a solicitor/client full indemnity basis, which the Seller incurs or may incur as a result of or arising out of a default by the Buyer of its obligations described in this paragraph. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Day, the Seller will collect from the Buyer, the Buyer will pay the applicable GST and the Seller will then remit the GST amount as required by the Act. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax.

12. ACCEPTANCE BY FACSIMILE OR OTHER ELECTRONIC TRANSMISSION

12.1 The Seller and Buyer agree that this Agreement may be signed in counterpart and the acceptance of this offer communicated or confirmed by facsimile transmission or other electronic transmission to the party or its solicitors shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original of this Agreement upon request of the Seller.

13. TIME LIMITATIONS

13.1 The Buyer shall commence building construction (i.e. basement dug, poured, completed and back-filled) of a structure on the Property approved by the Municipality or commence

construction of underground servicing within **2 years** of the Completion Day, and to proceed with such construction on its own account in a normal and orderly manner.

The time limits herein set forth may not be abridged or extended unless the consent of the Seller is in writing is received by the Buyer.

14. **OPTIONS**

14.1 The Buyer hereby grants to the Seller an irrevocable option to repurchase the Property detailed herein, exercisable if the Buyer fails to commence construction in accordance with section 13.1 within **2 years** from the Completion Day. The Seller may register a Caveat against title to the Property with respect to this option to repurchase, at the Seller's expense. If the Buyer substantially completes its obligations in accordance with section 13.1, the Seller shall discharge the said Caveat.

14.2 a) The repurchase of the Property by the Seller pursuant to the option herein granted shall be equal to all monies actually paid by the Buyer to the Seller pursuant to this Agreement **less 50%** exclusive of GST (hereinafter called the "Buy Back Price").

b) This option to repurchase may be exercised by the Seller giving notice in writing (the "Notice") to the Buyer at any time after the default of the Buyer under the terms herein.

c) The completion of the repurchase shall be completed no later than 45 days after receipt of the Notice by the Buyer (the "Buy Back Date"). The provisions for closing in Section 4 shall apply to the repurchase transaction mutatis mutandis.

d) The Buy Back Price may be utilized by the Seller to clear any registration the Buyer placed against the title, including all fees, costs and disbursements associated with the clearing of its title. In addition all fees, costs and disbursements associated with transferring the title to the Seller shall be paid by the Buyer and be added to the Buy Back Price.

e) Title to the re-acquired Property shall be subject only to those encumbrances existing at the time the Property is sold to the Buyer by the Seller unless the Seller had agreed to the encumbrances being placed against the title to the Property.

f) The Buyer acknowledges that the Seller is a GST registrant, and therefore no GST shall be payable by the Seller upon the Buy Back occurring.

14.3 Should the Seller postpone the Buy Back Date:

a) There shall be no late interest, penalty or other liability payable by the Seller to the Buyer as a result of the same;

b) The postponement of the Buy Back Date shall not relieve or release the Buyer from the Buyer's obligations as set forth; and

c) Such postponement of the Buy Back Date shall not negate or cancel the Seller's exercising of the option or any of the Seller's rights to buy back the Property from the Buyer as provided for herein.

d) Upon the Seller exercising its option to buy back the Property and upon the registration of the title of the Property into the Seller's name, the Buyer does hereby relinquish and release all rights and interests that the Buyer may have in the Property, and the Buyer or any person claiming through or under the Buyer shall not have any claim or action against the Seller by reason of the Seller exercising its option and buying back the Property in accordance with this provision. In the event that there is a dispute between the Seller and the Buyer as to whether or not the Buyer has commenced construction in accordance with section 13.1, then a certified appraiser shall determine the same, and any such determination shall be binding upon both the Buyer and the Seller.

14.4 It is agreed that if the Buyer should default in the payment of the Purchase Price or interest therein or any part thereof, or of any adjustments on the day hereinbefore mentioned for payments of the same, or should default in the observance or performance of any of the covenants, conditions or provisions of this Agreement, the times of payment aforesaid, as well as the strict performance of each and every other covenant, condition and provision of this Agreement being conditions of this Agreement, then and in any such case the Seller, if it shall deem it advisable in the exercise of an absolute uncontrolled and sole discretion so to do, may at any time after the happening of such default terminate this Agreement on giving seven (7) calendar days written notice to the effect served on the Buyer, or in the absence of a postal strike or other interruption of postal service, by prepaid registered mail and the same shall be deemed to have been delivered to the Buyer three (3) calendar days after the date the same mailed at any government Post Office in Canada and the address of the Buyer for the giving of any notice required by this Agreement shall be as noted herein, and upon the expiration of the time limited in the notice, the rights and interests hereby created or then existing in favor of the Buyer, or derived under the provisions hereof, shall forthwith cease and determine without any legal proceedings being taken or other act being taken or performed by or on behalf of the Seller and the Property herein mentioned shall revert to and revest in the Seller and the Buyer shall not have right to reclaim any monies paid to date, which monies shall be retained by the Seller on account of damages.

14.5 The taking of a judgment or judgments by the Seller against the Buyer under any of the covenants or provisions contained herein shall not operate as a merger of such covenants or provisions or affect the Seller's right to interest at the interest rate and on any amounts set out in this Agreement. The exercise or attempted exercise of one or more of the Seller's rights or remedies under this Agreement at law or at equity hereunder shall not affect, delay or prejudice the Seller's other rights or remedies as against the Buyer or operate as a waiver thereof, and any of the said rights or remedies may be exercised at the Seller's option, either selectively, cumulatively, consecutively or concurrently.

15. DEFAULT

15.1 The Buyer shall be deemed to be in default under this Agreement in each and every of the following events, namely:

a) Upon default in payment as hereinbefore provided of any part of the Purchase Price, interest or any sum due hereunder, and such default is not cured within fourteen (14) days after written notice is given to the Buyer requiring such remedy.

b) Upon the default in performance or observance of any other covenant, restriction and stipulation to be performed or observed by the Buyer and such default is not corrected within a reasonable time after the Buyer has received Notice in writing from the Seller of such default.

c) Upon the Buyer being bankrupt or insolvent, or making a general assignment for the benefit of creditors, or if a substantial portion of the Buyer's assets or the Property herein purchased are the subject of a receivership, Builder's Lien, distress, execution or similar process, unless any Builder's Lien or execution or similar process against the Property is removed and satisfied with thirty (30) days.

d) In the event that default occurs, the entire unpaid balance of the Purchase Price, interest and other monies remaining unpaid shall immediately become due and payable, and all the rights of the Buyer to the Property and all the rights of the Buyer under this Agreement, including any monies paid by the Buyer, shall cease and terminate at the option of the Seller exercised by Notice in writing.

e) Upon exercise of such option, the Seller in addition to all other rights and remedies it may have at law or in equity may terminate this Agreement. Upon such termination, all rights of the Buyer and all obligations of the Seller to the Buyer shall cease, and all monies or monies paid hereunder, including without limitation any deposit funds, shall be retained by the Seller in addition to all other rights and remedies available to the Seller, and all the Buyer's rights to the Property shall pass to the Seller.

f) The Buyer, upon termination of this Agreement, shall provide the Seller with a registerable discharge of any liens, caveats or encumbrances that it has registered or caused to be registered against the certificate of title by reason of this Agreement.

g) All costs owed by the Buyer to the Seller pursuant to this Agreement and all costs and expenses incurred by the Seller in enforcing its rights under this Agreement, including legal costs as between solicitor and his own client, shall be deemed to be secured hereby and be a charge upon the Property and shall be a demand payable forthwith by the Buyer to the Seller.

h) In addition to other remedies, if the proceeds received by the Seller from any subsequent sale of the Property are not sufficient to reimburse the Seller for all expenses incurred in selling the Property, including without limiting the generality

of the foregoing, expenses incurred in terminating the rights of the Buyer hereunder, taxes, real estate commissions, unpaid Purchase Price, mortgages, liens, Builder's Liens, interest on the unpaid Purchase Price and any other monies due and payable hereunder, as well as the Seller's Solicitor/Client costs, the Buyer agrees to pay the Seller such deficiency upon demand.

16. BUILDER'S LIEN

16.1 The Buyer agrees, upon demand of the Seller, to cause any Builder's Lien which may be registered as a result of any act or omission of the Buyer prior to the time the Property has been paid for in full, to be discharged and vacated forthwith at the Buyer's expense.

17. SELLER'S RIGHT TO PERFORM

17.1 The Seller may perform or cause to be performed each and every of the covenants and obligations of the Buyer hereunder upon default by the Buyer, and all payments, costs, charges, fees and disbursements paid by the Seller in respect thereof shall be paid by the Buyer forthwith.

18. BUYER'S AND SELLER'S INDEMNITY

18.1 a) The Buyer does hereby indemnify and save harmless the Seller from and against any and all claims, demands, proceedings, actions, damages, costs and expenses which may be made or brought against the Seller which it may sustain, incur or be put to either directly or indirectly by reason of construction or the performance of any other work on or in connection with the Property by the Buyer, its contractors, servants, agent or workmen, however the same may be incurred.

b) It is further understood and agreed that the Seller shall not be liable in respect of any claims, damages, actions or proceedings which may be made or brought against the Buyer by any Buyer or owner of any other Property adjacent to or in proximity to the Property being acquired, and the Buyer shall indemnify and save harmless the Seller in respect thereof.

c) The Buyer shall upon demand provide proof of public liability insurance in form, substance and amount satisfactory to the Seller.

18.2 The parties acknowledge that the Seller's rezoning of the Property and sale of the Property to the Buyer is subject to an Originating Application with the Court File Number 2401-01521 (hereinafter referred to as the "Application") brought Patrol Base Inc. (hereinafter referred to as the "Applicant") whereby the Applicant seeks, amongst other measures, to have this Agreement between the Buyer and Seller declared void. In the event that the Court of King's Bench of Alberta, or any other Court with authority over this matter, shall deem this Agreement to be void, or make a ruling that shall prevent the Buyer from

proceeding with their planned development of the Property, it is hereby agreed that that the Seller shall:

a) Repurchase the Property from the Buyer for the Purchase Price; and

b) Indemnify the Buyer for reasonable costs incurred by the Buyer directly related to the development of the Property which shall be limited to

planning and design costs, permits, fees;
employee time cost; and
construction costs

that the Buyer incurs directly related to the development of the Property (hereinafter jointly referred to as the "Development Costs"); and

c) In addition to the Development Costs, the Seller shall indemnify the Buyer for legal costs on a solicitor-client basis related to the Buyer and Seller's legal fees paid by the Buyer completing the transaction contemplated in this Agreement, the Buyer and Seller's legal fees to restore the title to the Seller in accordance with clause a) above and any legal fees incurred by the Buyer in enforcing this Indemnification clause.

Except for the above, the Seller shall not indemnify or be responsible to the Buyer for any other costs, damages, or losses, including but not limited to economic losses.

19. CUMULATIVE RIGHTS

19.1 All rights and remedies of the Seller set out in this Agreement shall be cumulative and are in addition to all other rights and remedies provided by law or equity. The Seller may pursue all such rights and remedies separately, successively, or concurrently in its sole discretion.

20. WAIVER

20.1 No admission by the Seller to enforce the strict performance of its rights under this Agreement shall operate as a waiver of any such rights, and no waiver by the Seller of the performance of any covenants or provisions of this Agreement shall for itself constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant or provision.

21. ENTIRE AGREEMENT

21.1 The parties hereto agree that there are no representations, warranties, collateral agreements

or conditions effecting this Agreement or the Property other than expressed in writing herein.

22. HEADINGS

23.1 The headings and captions that appear within the body of this Agreement have been inserted for convenience and for reference only, and in no way define, limit or otherwise enlarge the scope or meaning of this Agreement or any provisions hereof.

24. MERGER

24.1 All covenants and agreements herein contained which have not been fully observed or performed at the time of delivery of the Transfer of Land for the Property and its registration shall remain in full force and effect and shall not be deemed to have merged upon delivery of such Transfer.

25. NON-ASSIGNMENT

25.1 a) No assignment of this Agreement nor any sale or disposition of any interest of the Buyer in the Property to a third party prior to completion of the full terms and conditions herein contained shall be made without the consent of the Seller first had and obtained. Notwithstanding the foregoing and subject to section 25.1(b), the Buyer may assign this Agreement to a corporation that is a wholly-owned subsidiary.

b) Notwithstanding that the Seller's consent may have been obtained for such assignment, the Buyer shall remain liable for all the terms and conditions of the within Agreement until it be fully completed by the third party buyer.

26. NOTICE

26.1 a) Any notice or demand herein provided, permitted or required shall be given shall be considered sufficiently given if delivered by hand delivery or by postage prepaid first-class mail, addressed to the parties at the following addresses:

To the Seller at:

Municipality of Crowsnest Pass
Attn: Chief Administrative Officer
Box 600
Municipality of Crowsnest Pass, Alberta T0K 0E0
Fax number: (403) 563-5474

To the Buyer at:

Tanrock Homes Ltd.
Attn: Brock Fulkerth
Box [redacted]Blairmore Alberta T0K 0E0
[redacted]@gmail.com (for information, not for service)
403-[redacted] (cell) (for information, not for service)

or such other address as either party may from time to time appoint by notice in writing to the other in accordance with this provision. Any such Notice shall be effective when manually delivered or deemed to have been given and effected on the second business day following the day on which such Notice was mailed to the address aforesaid.
Either party may give notice of a change of address from time to time.

Any such Notice shall be effective when manually delivered or deemed to have been given and effected on the second business day following the day on which such Notice was mailed to the address aforesaid.

Either party may give notice of a change of address from time to time.

27. OTHER PROVISIONS

27.1 The following terms are part of this Agreement:

(a) After the Buyer obtains possession, the Buyer shall pay all costs associated with connecting the Property to deep and shallow service infrastructure.
(b) Until the Buyer's condition in section 7.1 is waived or satisfied, the Seller shall not market the Property to any other prospective purchaser.

28. COVENANTS RUN WITH LAND

28.1 The covenants herein contained are and shall be covenants running with the land, creating an interest in the land in favor of the Seller and same being enforceable by the Seller. In support thereof the Seller shall be permitted to register the within agreement against the buyers Title and interest in the said Property, until full compliance by the Buyer of all of his/her obligations herein.

29. ADVICE AND DISCLOSURE

29.1 This Agreement is intended to create binding legal obligations. The Seller and the Buyer should read this Agreement carefully and are free to obtain independent legal advice before signing.

29.2 The Buyer should consider obtaining an independent property inspection and verification of the measurements of the Property.

MUNICIPALITY OF CROWSNEST PASS

Per: _____ C/S

Tanrock Homes Ltd.

PER: _____ **C/S**

29.2 The Buyer should consider obtaining an independent property inspection and verification of the measurements of the Property.

MUNICIPALITY OF CROWSNEST PASS

Per: _____ C/S

Tanrock Homes Ltd.

PER: _____ C/S