

SUN HILLS RESORT – AGREEMENT FOR SALE

1.00 DESCRIPTION OF PROPERTY

1.01 Sun Hills Resort Ltd. (the “Vendor”) agrees to sell to the Purchaser(s):

[Name]

[Address]

[Phone]

[Email]

who agrees to purchase from the Vendor, all the Vendor’s interest in the property legally described as Surface Parcel # _____ (the “Land”).

2.00 PURCHASE PRICE

2.01 The purchase price for the Land shall be \$ _____ (the “Purchase Price”) in lawful money of Canada, to be paid to the Vendor.

3.00 TERMS OF PAYMENT

3.01 The purchase price for the Land shall be payable as follows:

- a) down payment of \$ _____ upon execution of this Agreement;
- b) the approximate sum of \$ _____ by way of mortgage financing; and
- c) the balance of approximately \$ _____ upon the Purchaser obtaining possession of the Land.

3.02 The Purchaser agrees to pay to the Vendor interest at the rate of ____% per annum, on any portion of the Purchase Price not received by the Vendor’s Solicitor as at Possession Date. Interest is to be calculated from the Possession Date or receipt by the Purchaser’s solicitor of a registerable Transfer of Land, whichever last occurs.

3.03 This Agreement is subject to the Purchaser obtaining suitable financing to be confirmed by _____, 20___. The Purchaser agrees to make every reasonable effort to obtain financing. If financing is not approved, then this Agreement shall be void and the Vendor shall return the down payment to the Purchaser.

3.04 The Purchaser shall be responsible to pay any Goods and Services Tax payable on the Purchase Price or alternatively shall file all appropriate reports, elections and returns pertaining to this purchase.

4.00 POSSESSION DATE

4.01 The Possession Date shall be _____, 20__ whereupon the Purchase Price shall be paid in full and the property taxes shall be adjusted.

5.00 WARRANTY OF TITLE

5.01 The Vendor shall provide clear title to the Land without any encumbrances, liens or mortgages registered against the Land excepting easement registration as Instrument # 116344773.

6.00 COVENANT TO CONSTRUCT

6.01 The Purchaser shall construct a residential structure upon the Land that is compliant with the following conditions:

- a) the structure must exceed 500 square feet;
- b) no mobile homes or used homes shall be permitted upon the Land without the prior inspection of the Vendor and upon the Vendor’s express written approval;

- c) the structure must be constructed of new materials, unless prior written approval is provided by the Vendor; and
- d) the structure shall be a single family residential structure.

6.02 No later than five years from the execution of this Agreement, the Purchaser must minimally deliver to the Vendor:

- a) a detailed building plan, bearing an engineer’s stamp and being in compliance with the National Building Code of Canada;
- b) proof of receipt of all applicable building permits as may be necessary within the R.M. of Cote; and
- c) a schedule of anticipated construction with a completion date, in any event, not to exceed two years from the date of commencement of construction.

6.03 If the Purchaser has not strictly fulfilled the obligations stated in paragraph 6.02, the Vendor shall immediately hold an irrevocable option to purchase the Land for the Purchase Price (less any unpaid property taxes). The Vendor shall, at its option, exercise the option to purchase the Land at any time by delivering to the Purchaser the Purchase Price (less any unpaid property taxes) whereupon the Purchaser shall transfer the Land to the Vendor.

6.04 Upon the commencement of building a residential structure, the Purchaser shall complete all exterior construction within two years. During construction, the Purchaser shall keep the site safe and reasonably free of construction waste materials.

6.05 The Purchaser may dispose of clean fill at a site that the Vendor agrees to provide for such purposes.

6.06 The Purchaser shall ensure that all permanent structures are set back at least five feet from any property line and set back at least 20 feet from the property line on the side of road access (to accommodate access to the underground water service).

7.00 OTHER COVENANTS OF PURCHASER

7.01 The Purchaser agrees to use any water services provided by the Vendor in accordance with clauses 8.02 only for domestic purposes and not for other purposes. Specifically, the Purchaser shall not use the water for irrigation purposes.

7.02 The Purchaser shall remove all garbage and waste material from the Land and keep the Land in a reasonable state of repair and tidiness. The Purchaser shall be responsible for the appropriate disposal of all garbage and waste materials.

7.03 The Purchaser shall install an appropriate sewage tank to contain all domestic sewage and shall be solely responsible for the removal and disposal of such sewage and all associated costs.

7.04 The Purchaser shall not store unsightly materials or goods upon the Land.

7.05 The Purchaser agrees that the ownerships of pets shall be responsible and sensitive to the needs of other residents and specifically agrees that all dogs shall be restrained upon a leash when not on the Land.

7.06 The Purchaser agrees that any use of public sites within Sun Hills Resort shall be respectful of others. The Purchaser and the Purchaser’s guests shall refrain from disruptive conduct on public sites within Sun Hills Resort.

7.07 The Purchaser agrees to take reasonable precaution to ensure that nothing is stored upon the Land that creates a risk of

fire, and to maintain upon the Land appropriate equipment, including fire extinguishers, to combat a domestic fire.

7.08 The Purchaser acknowledges that the insensitive use of all terrain vehicles and snowmobiles may be disruptive to others. Accordingly, the Purchaser shall ensure that the use of such vehicles is responsible and sensitive to the needs of others.

7.09 The Vendor agrees that the Purchaser shall be bound by the terms and conditions of clause 6.00 and 7.00 only in so far as the all other purchasers of land within Sun Hills Resort have also agreed in writing to the same terms and conditions.

8.00 COVENANTS OF VENDOR

8.01 The Purchaser acknowledges that it has inspected the Land and that the Vendor has provided no representations or warranties respecting the conditions of the Land excepting the Geotechnical Investigation of August 17, 2009.

8.02 The Vendor agrees to provide service of non-potable water to the Land by October 1, 2011 and, in its sole discretion, may choose to provide service of potable water. If the Purchaser chooses to use such water service, the Purchaser shall pay to the Vendor an initial hook-up fee of \$3,000.00 and, thereafter, an annual fee which the Vendor shall determine as appropriate to recover costs for the provision of such service, whether for non-potable or potable water.

8.03 The Vendor shall provide telephone and electrical service in reasonable proximity to the property line of the Land (on the side of road access), no later than October 1, 2011.

8.04 The Vendor is not responsible for snow removal from any roadways within Sun Hills Resort and snow shall be removed in accordance with the ordinary services of snow removal and road maintenance as provided by the Rural Municipality of Cote. The Purchaser shall be solely responsible for snow removal from the Land.

9.00 INDEMNIFICATION

9.01 The Purchaser indemnifies and holds harmless the Vendor from and against all claims, demands, damages, costs (including all legal fees on a solicitor client basis), actions or suits brought in any manner against the Vendor based upon or related to or attributable to the acts of omissions of the Purchaser arising from the breach of the covenants and undertakings of this Agreement.

10.00 RESTRICTIVE COVENANT

10.01 The Vendor shall have the right to register a restrictive covenant against the title to the Land to safeguard the Purchaser's covenants under clauses 6.00 and 7.00 of this Agreement.

10.02 The Purchaser shall advise any assignee of this Agreement or subsequent transferee of the Purchaser's interest in the Land of the terms and conditions contained in clauses 6.00

and 7.00 of this Agreement and shall provide to such assignee or transferee a copy of clauses 6.00 and 7.00.

11.00 ARBITRATION

11.01 Any dispute, claim or controversy arising out of or relating to this Agreement, its breach, termination, enforcement, interpretation or validity, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration pursuant to the provisions of *The Arbitration Act, 1992* (Saskatchewan). The Vendor and the Purchaser shall share equally in the cost of retaining the arbitrator to arbitrate the dispute between them and shall each be responsible for their own legal costs throughout the arbitration process, except if the arbitrator grants an award of costs against either party, in which case the arbitrator's ruling will prevail. The Vendor and the Purchaser agree that the arbitration contemplated in this clause shall commence no later than four months after the dispute, claim or controversy arises, unless otherwise agreed in writing by the parties and hereby agree to be bound by an arbitrator's ruling pursuant to this clause.

12.00 MISCELLANEOUS

12.01 The covenants of this Agreement shall run with the Land and be binding upon the Purchaser and all successors in title and shall not be merged or released by the Purchaser's transfer of title.

12.02 Time shall be of essence in this Agreement.

12.03 This Agreement shall be interpreted and construed in accordance with the laws of the Province of Saskatchewan and any court proceedings which may be brought by either party shall be in the Court of Queen's Bench in Yorkton, Saskatchewan.

12.04 This Agreement constitutes and contains the entire and only agreement between the parties and supersedes any cancel any and all pre-existing agreements and understandings between the parties. The Vendor and Purchaser agree that no representation, inducement, promise or understanding, not set forth in this Agreement has been made or relied upon by either party.

12.05 The Purchaser and Vendor agree that they will execute all further deeds, documents and assurances in such form as may be necessary to give effect to the terms of this Agreement.

12.06 Wherever the singular number has been used, the same shall include the plural number and where the context so requires, and where there are two or more Purchasers, the obligations of the Purchasers shall be jointly and severally binding upon them.

12.07 This Agreement shall enure to the benefit of and be binding upon the Vendor and Purchaser and their respective heirs, executors, administrators, successors and assigns.

12.08 The Vendor and the Purchase agree that they shall each be responsible for payment of their own solicitor's legal account respecting this transaction. The Purchaser shall pay for the costs of registering the transfers of Title for the land.

IN WITNESS WHEREOF the Vendor has by its proper officers set its seal at _____, Saskatchewan, _____, 20__.
(seal)

Per: _____

IN WITNESS WHEREOF the Purchaser has set his/her hand and seal at _____, Saskatchewan, _____, 20__.

Witness

Witness

Purchaser

Purchaser

