

OFFER OF PURCHASE AND SALE

TO: **THOMAS FLOYD RYCROFT AND CAROLE ELIZABETH RYCROFT**

(hereinafter called the "Vendor") as owner of the property legally described as set out in the attached Schedule 'A' (hereinafter called the "Property")

FROM: _____

(hereinafter called the "Purchaser")

1. The Purchaser hereby offers to purchase the Property as it stands for the sum of the Closing Bid on the CLHbid.com sale dated April 4, 2018 being \$ _____ (also called the "Purchase Price").
2. On or before April 6, 2018 the Purchaser is to submit an executed copy of this Offer along with a bank draft or certified cheque in the sum of 20% of the Purchase Price, representing the deposit, made payable to Carter, Lock & Horrigan solicitors for the Vendor.
3. The aforesaid Purchase Price does not include Goods and Services Tax ("GST"). In the event that GST is applicable it becomes due and payable on the date that the balance of the Purchase Price is paid in addition to the Purchase Price. In the event that GST is payable the Purchaser agrees to indemnify and save harmless the Vendor from and against any and all GST which the Vendor is required to collect and remit relating to this agreement and for the transactions contemplated herein. GST means the federal GST as provided for in the federal Excise Tax Act, as amended from time to time.
4. The Purchase Price shall be paid in full on or before June 1, 2018 (the "Closing Date").
5. All money owing to the Vendor shall be paid to the Vendor's lawyer on or before 12:00 noon on the Closing Date. Any monies received after 12:01 p.m. shall be deemed to have been received on the next business day. If the Vendor agrees to accept monies after the Closing Date, the Purchaser shall pay interest at 6% per annum on any money owing to the Vendor at the Closing Date, from the Closing Date until that money has been paid.
6. The Vendor will deliver normal closing documents to the Purchaser upon reasonable conditions consistent with the terms of this agreement. The Purchaser must have a reasonable period of time before the completion day to confirm registration of documents at the Land Titles Office and to obtain the advance of proceeds for any financing or other value.
7. All normal adjustments for the Property including but not limited to taxes shall be adjusted as at noon on the Closing Date.
8. When the Purchaser obtains possession, the Property will be in substantially the same condition as it was when this agreement was accepted. The Property is being purchased as is.
9. The Property shall be free and clear of any financial encumbrances attributable to the Vendor. The Property will be subject to any utility right of ways registered against Property.
10. The Vendor's lawyer may use the Purchase Price to pay out all mortgages, registrations and other financial obligations that are the Vendor's obligation to pay or discharge. Within a reasonable period of time after the Closing Date the Vendor's lawyer will provide the Purchaser's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title.
11. The Purchaser has inspected the Property and title and agrees that the Vendor has not made any representation, warranty, collateral agreement or condition regarding the Property itself or any adjacent land or lands in close proximity to the Property or otherwise which may in any way directly or indirectly affect the Property or regarding this contract other than what is written herein.

12. The Vendor represents and warrants to the Purchaser that:
- (a) It is not now (nor will be within 60 days after possession date) a non-resident of Canada within the meaning of the Income Tax Act of Canada and;
 - (b) It is not the agent or trustee of anyone with an interest in the property who is (or will be 60 days after possession date) a non-resident of Canada within the meaning of the Income Tax Act of Canada; and
 - (c) The Vendor has the legal right to sell the Property;

13. The parties hereto agree that the representations, warranties, and covenants herein shall not merge by the acceptance of documents, registration of documents, or the taking of possession by the Purchaser.

14. Upon this offer being accepted by the Vendor, this document shall, as of the date of such acceptance, constitute an agreement of sale and purchase, notwithstanding the fact that formal documents may be required and the Purchaser and Vendor both agree to promptly execute and deliver all necessary documents and do all necessary acts in order to fully carry out and perform the true intent and object of these presents.

15. This Offer shall be open for acceptance up to but not after 4:30 PM on the 6th day of April, 2018.

16. Time shall be of the essence in this contract.

17. In this contract, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This contract shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

18. The Agreement may be executed in several counterparts bearing or PDF or facsimile signatures, each of which so executed shall be deemed to be an original, and such counterpart together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date above written.

Dated at _____, in the Province of Alberta, on the ____ day of April, 2018.

Witness:)	<i>Purchaser</i>
)	
)	
Witness:)	<i>Purchaser</i>

ACCEPTANCE

The undersigned Vendor of the Property, hereby accepts the Offer and agrees to complete the sale on the terms and conditions in the Offer and should the Vendor fail to do so, the Purchaser at his option may cancel this contract and may take such other remedies the Purchaser has at law.

Dated at _____, in the Province of Alberta, on the ____ day of April, 2018.

Witness:

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)
)

THOMAS FLOYD RYCROFT, Vendor

Witness:

CAROLE ELIZABETH RYCROFT, Vendor



SCHEDULE "A"

LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0021 514 808 6;2;74;28;NE 172 131 068 +1

LEGAL DESCRIPTION
MERIDIAN 6 RANGE 2 TOWNSHIP 74
SECTION 28
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.3 HECTARES (159 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF GRANDE PRAIRIE NO. 1

REFERENCE NUMBER: 172 034 606 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
172 131 068	27/05/2017	SEPARATION - LINCS		

OWNERS

THOMAS FLOYD RYCROFT

AND

CAROLE ELIZABETH RYCROFT

BOTH OF:

RR 2

SEXSMITH

ALBERTA T0H 3C0

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
172 065 099	10/03/2017	EASEMENT AS TO PORTION OR PLAN:PORTION

(CONTINUED)