



**Goodridge Corners  
Stage 3 Public Lot Draw  
Sale and Sustainable Development Agreement  
Single Family Detached Housing**

**THIS AGREEMENT made in triplicate this 17th day of July, 2025.**

**BETWEEN:**

**THE CITY OF EDMONTON**  
(the “City”)

- and -

**«First\_Name\_1» «Last\_Name\_1»**  
(the “Buyer”)

A. The City is the registered owner of that certain parcel of land, together with all improvements thereon, and being legally described as:

PLAN «Plan»  
BLOCK «Block»  
LOT «Lot»  
EXCEPTING THEREOUT ALL MINES AND MINERALS

All as legally described on certificate of title # «Title\_Number» (the “Sale Land”).

B. The City has agreed to sell to the Buyer and the Buyer has agreed to purchase from the City, the Sale Land in accordance with the terms and conditions stated in this Agreement.

C. The City desires to restrict the development of the Sale Land so as to ensure the development of the Sale Land in accordance with the Sustainability and Architectural Design Guidelines, being attached as Schedule “C” (the “**Design Guidelines**”);

D. The Buyer has agreed with the City to construct a single family detached housing development (the “**Development**”) on the Sale Land in accordance with the Design Guidelines and in all respects to abide by and to be bound by the Design Guidelines.

IN CONSIDERATION OF the sale of the Sale Land to the Buyer and the payment of the Sale Price to the City, the City and the Buyer agree as follows:

## **1. Sale Price and Default**

1.1 The Buyer shall purchase the Sale Land from the City and the City shall sell the Sale Land to the Buyer for the sum of «Sales\_Price\_Words» («Final\_Sales\_Price») DOLLARS, **plus GST**, in the amount of (\$ ) DOLLARS for a total of (\$ ) DOLLARS (the “**Sale Price**”) and upon the terms and conditions stated in this Agreement. The Sale Price shall be paid in the following manner:

- (a) «Deposit Amount», to be paid by a certified cheque or bank draft to the City as a deposit concurrently with the delivery to the City of this Agreement executed by the Buyer (the “**Deposit**”); and
- (b) «Final Payment », being the balance to be paid by solicitor’s trust cheque on the Closing Date.

1.2 All sums of money which become due and owing by virtue of this Agreement shall be paid by the Buyer at the address for notice for the City as stated in section 11.1. All overdue payments of the Sale Price or other sums of money which become due and owing by virtue of this Agreement shall be charged interest at the rate of eighteen (18%) per cent per annum, compounded annually.

1.3 The City shall be at liberty to register a caveat against title to the Sale Land evidencing the City’s status as an unpaid vendor. Upon payment in full of the Sale Price plus any other monies due to the City under this agreement, the City shall discharge the aforementioned caveat.

## **2. Condition Precedent**

2.1 Notwithstanding any term or condition in this Agreement, the sale by the City to the Buyer of the Sale Land is expressly subject to and conditional upon the Buyer conducting such independent soil and geotechnical tests as may be required to prove to the satisfaction of the Buyer that the Sale Land is in a state satisfactory for the Buyer’s proposed development of the Sale Land (the “**Soils Condition**”). The Soils Condition is to be fulfilled or waived on or before the **19th day of August, 2025**, or such other date as the City and the Buyer may agree in writing (the “**Soils Condition Date**”).

2.2 If the Soils Condition is not fulfilled or waived on or before the Soils Condition Date, then:

- (a) this Agreement shall be deemed to have been mutually terminated by the City and the Buyer;
- (b) the Deposit shall be returned to the Buyer, less any and all earned interest on the Deposit, which shall be to the benefit of the City and less any amounts of the Deposit needed by the City to restore the Sale Land;
- (c) upon return of the Deposit (or any portion thereof) to the Buyer, all rights and obligations of the City and the Buyer pursuant to this Agreement shall be at an end except as otherwise stated in this Agreement;
- (d) the Buyer shall promptly discharge any caveat, encumbrance, lien, charge or other instrument which the Buyer may have registered or caused to be registered against the title to the Sale Land; and
- (e) the Buyer shall not have any further obligation or liability to the City and the City shall have no further rights as against the Buyer, including any claim to damages, save for the provisions of sections 2.2(d), 2.6 and 8.1.

2.3 If the Soils Condition is fulfilled or waived on or before the Soils Condition Date, but the Buyer fails to complete the purchase of the Sale Land in the manner and on the date as provided for in this Agreement, otherwise than as a result of the City's default, then:

- (a) the Deposit and all earned interest on the Deposit shall be immediately forfeited to the City as liquidated damages and not as a penalty;
- (b) the interest of the Buyer in the Sale Land as created by this Agreement shall terminate without any legal proceedings being taken or other act being performed by the City;
- (c) the Buyer shall promptly discharge any caveat, encumbrance, lien, charge or other instrument which the Buyer may have registered or caused to be registered against the title to the Sale Land; and
- (d) the Sale Land shall revert to and revest in the City and the City shall not have any further obligation or liability to the Buyer with respect to the Sale Land.

2.4 All costs incurred by the Buyer with respect to the conduct and fulfilment of the Soils Condition shall be solely at the Buyer's expense.

2.5 The Soils Condition is for the sole benefit of the Buyer and may only be waived by the Buyer in writing.

2.6 The Buyer shall promptly provide copies to the City of all soils and geotechnical tests and reports that the Buyer commissions or obtains with respect to the Sale Land (except for those obtained from the City), and shall give the City prompt notice of any subsurface irregularities or

defects with regard to the Sale Land that the Buyer becomes aware of.

### **3. Conveyance of Sale Land**

3.1 The closing of the sale of the Sale Land shall be completed on the **15th day of October, 2025** or such other date as the City and the Buyer may agree in writing (the “**Closing Date**”).

3.2 On the Closing Date and on payment by the Buyer of the Sale Price and the Performance Fees, the City shall deliver to the Buyer a transfer of land for the Sale Land. All fees payable in connection with the registration of the transfer of land are to be paid by the Buyer.

3.3 Upon registration of the transfer of land at the appropriate Land Titles Office, title to the Sale Land shall issue in the name of the Buyer, subject only to:

(a) the following existing registrations:

«URWS»

(b) the Caveat to be registered by the City to protect its right under that certain Buy Back Option dated the same date as this Agreement and to be entered into between the City and the Buyer;

(c) the conditions and reservations expressed in the original grant thereof from the Crown and in present existing certificate of title for the Sale Land;

(d) any conditions, reservations, rights or estates or interests as provided for under s. 61(1) of the Land Titles Act, R.S.A. 2000 Ch. L-4, and any amendments thereto; and

(e) such caveats, encumbrances, liens, charges or instruments as may have been made or caused to be made by the Buyer.

3.4 If the Buyer notifies the City prior to the Closing Date that the Buyer will be closing the purchase of the Sale Land with one or both of:

(a) the proceeds of a mortgage to be registered against the title to the Sale Land;

(b) the use of title insurance with “gap” coverage;

then, trust conditions acceptable to the City’s solicitor shall be entered into to permit and facilitate the registration of such mortgage at the time of the registration of the transfer of land and/or the use of title insurance with “gap” coverage (as the case may be).

### **4. Possession**

4.1 On the Closing Date, and upon unconditional payment of the Sale Price and the Performance Fees by the Buyer to the City, the City shall provide possession of the Sale Land to the Buyer. The Sale Land shall be at the risk of the City until the Closing Date and from the Closing Date thereafter at the risk of the Buyer. The parties acknowledge and agree that as at the Closing Date the City shall have no further obligation or liability to the Buyer regarding the Sale Land whatsoever. For further clarity, all risk and liability regarding the Sale Land shall become the sole responsibility of the Buyer as at the Closing Date, notwithstanding that title to the Sale Land may not yet be registered with the appropriate Land Titles Office in the name of the Buyer, and the Buyer agrees to indemnify and save harmless the City from and against all liability, fines, penalties, damages, costs, expenses and interest, including legal fees and disbursements on a solicitor and client full indemnity basis, which the City incurs or may incur as a result of or in connection with the Sale Land from and after the Closing Date.

4.2 From and after the Closing Date, the Buyer shall be responsible for the payment of all taxes, rates, levies, charges, local improvement charges, assessments, utility charges and hook-up fees, with respect to the Sale Land. All adjustments for rent, security deposits or other profits or items commonly adjusted on a sale of real property with respect to the Sale Land shall be made as of the Closing Date.

4.3 The Buyer hereby expressly acknowledges that the Buyer is aware of the provisions of the Design Guidelines and agrees to be bound by all of the covenants and obligations therein as of and after the Closing Date.

## **5. Development**

5.1 As additional consideration for the sale of the Sale Land by the City to the Buyer, the Buyer shall:

- (a) prior to commencement of construction of the Development, obtain the written approval of the City or the Design Review Consultant (as defined in the Design Guidelines) of the plans and specifications for the Development (the “**Plan**”) as set out in section 3 of the Design Guidelines;
- (b) commence to construct the Development within six (6) months of the Closing Date;
- (c) substantially complete the construction of the Development within fifteen (15) months of the Closing Date (the “**Development Completion Date**”). In the event that the Development Completion Date falls within the period from November 1<sup>st</sup> to June 30<sup>th</sup>, then the Development Completion Date shall be extended to the immediately following July 31<sup>st</sup>;
- (d) construct the Development on the Sale Land in accordance with:
  - (i) this Agreement;
  - (ii) the Design Guidelines, including without limitation, obtaining the

- Sustainable Certification (as defined in section 4.1 of the Design Guidelines);
- (iii) the Plan as approved by the City or the Design Review Consultant in accordance with section 3 of the Design Guidelines;
  - (iv) the existing RSF – Small Scale Flex Residential zoning for the Sale Land; and
  - (v) all applicable federal, provincial and municipal laws, regulations and codes, including, without limitation, the Alberta Building Code;
- (e) upon completion of the Development, obtain a final lot grading approval pursuant to the *Drainage Bylaw Number 18093* for the Sale Land; and
- (f) ensure that no writs of enforcement, buyers' liens or other charges (“**Charges**”) whatsoever are filed against the Sale Land prior to the Closing Date, and promptly discharge any Charges so registered.

5.2 The Buyer and the City acknowledge and agree that the City's approval of the Plans is strictly limited to an approval of the Buyer's adherence to the Design Guidelines, and such approval is not, and shall not be deemed or construed as, an approval of, without limitation, compliance with municipal bylaws, building code or other applicable laws, regulations, guidelines, codes or policies, nor the suitability of the Development with soil or subsurface conditions of the Sale Land.

5.3 For the purposes of this Agreement, the term “**commence to construct**” shall mean the construction of all footings and foundations for the Development and the term “**substantially complete**” shall mean the construction of all required interior and exterior finishing for the Development and yard landscaping, including the adjacent roadway boulevard, all in accordance with the Plan and the Design Guidelines and all as certified by the Design Review Consultant.

5.4 Notwithstanding anything to the contrary in this Agreement, the Buyer shall not commence any development, including without limitation any excavation activity, on the Sale Land until on or after the Closing Date and unconditional payment of the Sale Price by the Buyer to the City.

5.5 The Buyer expressly acknowledges and agrees that the requirement that the Buyer participate in the Built Green Canada program as described in the Design Guidelines is to the benefit of the Buyer, and that the City makes no warranty or representation as to the content of the Built Green Canada program or any other program referenced in the Design Guidelines whatsoever; nor shall the City be deemed or construed hereunder as approving or endorsing any such programs to the Buyer. The Buyer shall be solely responsible for ensuring the suitability of such programs to the Development.

## **6. Performance Fees**

6.1 For the better securing of the performance by the Buyer of the terms and conditions of this Agreement and as additional consideration for the sale of the Sale Land by the City, the

Buyer shall provide to the City, on or before the Closing Date:

- (a) a cheque, cash payment or such other security as is acceptable to the City, for an amount of Twenty Thousand (\$20,000.00) Dollars (the “**Design Guidelines and Sustainable Certification Performance Fee**”); and
- (b) a cheque, cash payment or such other security as is acceptable to the City, for an amount of Five Thousand (\$5,000.00) Dollars the “**Damage Performance Fee**”;

(collectively the Design Guidelines and Sustainable Certification Performance Fee and the Damage Performance Fee are referred as the “**Performance Fees**”).

### **Design Guidelines and Sustainable Certification Performance Fee**

6.2 If the Buyer shall default in any of its obligations under section 5.1, then the Design Guidelines and Sustainable Certification Performance Fee shall be forfeited to the City and may be retained by the City in whole or in part, not as a penalty but as liquidated damages.

6.3 If all or part of the Design Guidelines and Sustainable Certification Performance Fee is forfeited by the Buyer, the City shall be under no obligation to expend any portion of the Design Guidelines and Sustainable Certification Performance Fee for the purpose of carrying out of the obligations of the Buyer relating to the Design Guidelines or pursuant to this Agreement, however, should the City do so, the Buyer shall promptly top up the Design Guidelines and Sustainable Certification Performance Fee to the full amount required under this Agreement. Provided further, notwithstanding a forfeiture of the Design Guidelines and Sustainable Certification Performance Fee by the Buyer, nothing herein shall preclude the City from exercising any other right, pursuing any other remedy or maintaining any action to which the City may otherwise be entitled either at law or in equity, with respect to the enforcement of the terms and conditions of this Agreement.

6.4 Provided the Buyer is not in default of its obligations contained in section 5.1 and the Design Guidelines and the Sustainable Certification Performance Fee has not been forfeited to the City, the Buyer may submit the following to the Design Review Consultant on or before the Development Completion Date:

- (a) a completed application for final review in the form attached to the Design Guidelines as Appendix F;
- (b) a final lot grading approval pursuant to the *Drainage Bylaw Number 18093* for the Sale Land; and
- (c) a Built Green® Canada label confirming that the Development has been constructed in accordance with the Sustainable Certification;

(collectively the “**Application for Final Review**”).

If the Buyer fails to submit a complete Application for Final Review to the Design Review Consultant on or before the Development Completion Date, the Design Guidelines and Sustainable Certification Performance Fee shall be forfeited to the City and may be retained by the City in whole or in part, not as a penalty but as liquidated damages.

6.5 Upon the Design Review Consultant's receipt of a fully completed Application for Final Review on or before the Development Completion Date, the City or the Design Review Consultant will complete a review and inspection to determine whether the Development has been constructed in accordance with section 5.1. The Buyer acknowledges and agrees that such reviews will only be conducted by the City or the Design Review Consultant between May 1st and October 15th.

6.6 If the City or the Design Review Consultant's inspection determines:

- (a) that the Development has been constructed in accordance with section 5.1, then the Design Guidelines and Sustainable Certification Performance Fee, less any earned interest, shall be returned to the Buyer;
- (b) that the Development was not constructed in accordance with section 5.1, the City or the Design Review Consultant shall issue a notice of deficiency (the "**Notice of Deficiency**") to the Buyer. Provided that all deficiencies in the Notice of Deficiency are rectified, the Buyer may submit a second fully completed Application for Final Review along with any applicable design review fees as set out in section 3 of the Design Guidelines to the Design Review Consultant on or before the date that is sixty (60) days following the date of the Notice of Deficiency and the City or the Design Review Consultant will conduct a second and final review and inspection to determine whether the Development was constructed in accordance with section 5.1. If the Buyer fails to submit the second fully completed Application for Final Review and the applicable design review fees on or before the date that is sixty (60) days following the date of the Notice of Deficiency or if the City's second inspection determines that the Buyer has failed to rectify all deficiencies in the Notice of Deficiency, then the Design Guidelines and Sustainable Certification Performance Fee shall be forfeited to the City and may be retained by the City in whole or in part, not as a penalty but as liquidated damages.

6.7 The Buyer acknowledges and agrees with the City that the Design Guidelines and Sustainable Certification Performance Fee is in addition to and not in place of any other performance fee, guarantee or security as may be required to be paid or placed by the Buyer pursuant to this Agreement, any development approval or building permit as may be required pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, or any other law in force in the Province of Alberta.

### **Damage Performance Fee**

6.8 The Buyer shall provide a completed pre-existing lot damage report in the form attached to this Agreement as Schedule “A”, along with pictures evidencing pre-existing damage to the municipal improvements (if any) and a marked up plot plan indicating the location of such pre-existing damage (collectively the “**Pre-Existing Lot Damage Report**”) to the City on or before the date that is 10 business days following the Closing Date (the “**Pre-Existing Lot Damage Report Date**”). Notwithstanding anything to the contrary herein, the Buyer expressly acknowledges and agrees that if the Buyer fails to provide a completed Pre-Existing Lot Damage Report to the City on or before the Pre-Existing Lot Damage Report Date, then any damages to the municipal improvements shall be deemed to have occurred after the Closing Date and the Damage Performance Fee may be forfeited to the City for any and all damage to the municipal improvements in accordance with section 6.9.

For the purposes of this Agreement, the term “**municipal improvements**” shall mean all municipal improvements and infrastructure located immediately adjacent to the Sale Land which, without limiting the generality of the foregoing includes, streets, alleys, sidewalks, pathways, curbs, gutters, light standards, signage, fire hydrants, curb stop water valves, bollards, barricades, landscaping, trees, shrubs, sod, soil, seed, utility pipes (storm, sanitary, and water), cathodic protection points, electrical and communication wiring/cable, pedestals, transformers, vaults, gas lines, fencing, grading and grass or concrete drainage swales.

6.9 Provided that the Buyer has completed construction of the Development on or before the Development Completion Date and upon issuance of final acceptance certificates for all of the municipal improvements, the City or the Design Review Consultant shall carry out an inspection of the municipal improvements. If the City or the Design Review Consultant’s inspection determines:

- (a) that any municipal improvements are damaged or have been removed, and such damage or removal is not recorded on the Pre-Existing Lot Damage Report, then the Damage Performance Fee shall be forfeited to the City and may be retained by the City in whole or in part not as a penalty but as liquidated damages;
- (b) that no municipal improvements have been damaged or removed, then the Damage Performance Fee, less any interest, shall be returned to the Buyer on or before the date that is one year following the issuance of final acceptance certificates for all of the municipal improvements to the City.

6.10 The City may, but shall be under no obligation to, perform periodic inspections of the municipal improvements prior to completing the final inspection in accordance with section 6.9. If after completing such inspections the City determines that any municipal improvements are damaged or have been removed, and such damage or removal is not recorded on the Pre-Existing Lot Damage Report, the City may, but shall be under no obligation to expend any portion of the Damage Performance Fee for the purpose of rectifying the damage or removal of the municipal improvements and should the City do so, the Buyer shall promptly top up the Damage Performance Fee to the full amount required under this Agreement.

6.11 Notwithstanding a forfeiture of the Damage Performance Fee by the Buyer in accordance with section 6.9 or 6.10, nothing herein shall preclude the City from exercising any other right, pursuing any other remedy or maintaining any action against the Buyer to which the City may otherwise be entitled either at law or in equity, with respect to any damages caused to the municipal improvements that exceeds the sum of the Damage Performance Fee or the enforcement of the terms and conditions of this Agreement.

6.12 The Buyer acknowledges and agrees with the City that the Damage Performance Fee is in addition to and not in the place of any other performance fee, guarantee or security as may be required to be paid or placed by the Buyer pursuant to this Agreement, any development approval or building permit as may be required pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, or any other law in force in the Province of Alberta.

### **Return of Performance Fees**

6.13 The Buyer acknowledges and agrees that if the Design Guidelines and Sustainable Certification Performance Fee or Damage Performance Fee (or a portion thereof) are returnable to the Buyer pursuant to Section 6.6(a) or 6.9(b), then such amount(s) shall be paid by way of the City sending a cheque in the name of the Buyer to the address for notice set out in Section 11.1. If the City is required to cancel and reissue such cheque(s) for any reason, the City may deduct a \$200.00 administrative fee from the Performance Fees before reissuing a cheque for the remaining balance.

## **7. Warranties and Representations**

7.1 The City, by its execution hereof, represents to and warrants with the Buyer that at the time of the execution of this Agreement and closing of the sale of the Sale Land, the City is a municipal corporation validly existing under the laws of the Province of Alberta and has done all necessary corporate acts to execute and deliver this Agreement and shall do all such necessary corporate acts as may be required to give full effect to the matters set out herein.

The City covenants with the Buyer that the aforesaid warranties and representations made or given by the City and all other warranties and representations made or given by the City as contained in this Agreement shall not be discharged by or merged in the transfer of the title to the Sale Land, but shall survive the Closing Date and shall remain in full force and effect for the benefit of the Buyer.

7.2 The Buyer, by its execution hereof, represents to and warrants with the City and its employees, officers, servants, and agents, that as at the time of the execution of this Agreement, and the closing of the purchase of the Sale Land, that the Buyer:

- (a) has done all necessary acts to execute and deliver this Agreement and shall do all such necessary acts as may be required to give full effect to the matters set out herein; and

- (b) will retain an active Built Green® builder registered with Built Green Canada to construct the Development on the Sale Land.

The Buyer covenants with the City that the aforesaid warranties and representations made or given by the Buyer and all other warranties and representations as contained in this Agreement made or given by the Buyer shall not be discharged by or merged in the transfer of the title to the Sale Land, but shall survive the Closing Date and shall remain in full force and effect for the benefit of the City.

7.3 Notwithstanding any term or condition in this Agreement, the Buyer shall purchase the Sale Land on the understanding and agreement that:

- (a) there are no agreements, conditions, warranties or representations relating to the Sale Land, other than as stated in this Agreement and in particular this section;
- (b) except as provided in this section, the City makes no warranty or representation with respect to:
  - (i) the quality, condition or sufficiency of the Sale Land for any use or purpose;
  - (ii) the adequacy of any and all utility services either to or on the Sale Land;
  - (iii) the absence or presence of hazardous substances in, on or under the Sale Land; or
  - (iv) the compliance of the Sale Land with any municipal laws;
- (c) the Sale Land is being sold to the Buyer on a strictly “as is, where is” basis and the Buyer shall acquire the Sale Land at its own risk, with all faults and imperfections whatsoever, including without limitation:
  - (i) any encroaching improvements onto or from the Sale Land or onto or from adjacent lands;
  - (ii) the presence of any hazardous substances in, on or under the Sale Land; or
  - (iii) the soil and subsurface conditions of the Sale Land;
- (d) the Buyer shall have satisfied itself as to the condition of the Sale Land and the fitness for its intended use.

7.4 The term “**hazardous substances**” includes but is not limited to, biological materials and agents (whether hazardous, in fact, or not), petroleum products and by-products, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials, hazardous chemicals, and hazardous substances as defined in any federal, provincial or municipal legislation.

## 8. Rights of Entry

8.1 Subject to section 5.4, upon the date of execution of this Agreement by the City and the Buyer, the Buyer shall be granted a right of entry to the Sale Land (the “**Buyer Right of Entry**”), for the purposes of erection of permitted signs, carrying out surveys, environmental tests and studies, soil tests, and geotechnical tests (which may include bore test holes) which will enable the Buyer to appraise the Sale Land for its proposed development. The Buyer shall indemnify and save harmless the City from and against any and all claims, liabilities and damages which may arise from any act or omission of the Buyer, its employees, agents or contractors as a result of the granting of the Buyer Right of Entry. If the sale of the Sale Land is not completed on the Closing Date, then the Buyer shall upon the written request of the City, restore the Sale Land back to the state in which it existed prior to the exercising of the Buyer Right of Entry. The costs of the restoration shall be at the sole expense of the Buyer and shall be completed within thirty (30) days from the date of the receipt by the Buyer of the City’s written request.

8.2 Upon the date of execution of this Agreement by the City and the Buyer, the City shall be granted a right of entry to the Sale Land (the “**City Right of Entry**”) effective as of the Closing Date, for the purposes of:

- (a) conducting inspections of the municipal improvements; and
- (b) repairing any damages noted as a result of inspections of the municipal improvements.

The City shall indemnify and save harmless the Buyer from and against any and all claims, liabilities and damages which may arise from any act or omission of the City, its employees, agents or contractors as a result of the granting of the City Right of Entry.

## **9. Taxes**

9.1 All taxes or assessments in the nature of sales taxes, goods and services taxes or value-added taxes which may be charged, levied, or assessed as a result of this Agreement and the sale of the Sale Land (the “**G.S.T.**”), shall be the responsibility of the Buyer. In the event that the Buyer is a registrant, and has the obligation to pay the G.S.T directly to the relevant taxing authority, then the Buyer shall indemnify and save harmless the City from any claims, liabilities or damages which the City may incur in regards to the payment by the Buyer of the G.S.T. Subject to section 11.5, if the Buyer nominates another party as transferee or assigns this Agreement, the nominee or assignee’s registration number shall be provided by the Buyer to the City; failing which G.S.T. shall be due and payable on the Closing Date. If the Buyer, the nominee or assignee is not a registrant pursuant to the applicable tax legislation, the G.S.T. shall be due and payable on the Closing Date.

## **10. Buy Back Option**

10.1 As further consideration for the sale of the Sale Land to the Buyer, the Buyer shall grant to the City the Buy Back Option in the form attached hereto as Schedule “B” (the “**Buy Back**”).

**Option**”). The Buyer shall deliver a duly executed copy of the Buy Back Option to the City concurrently with the executed copy of this Agreement.

10.2 The City shall be permitted to register the Buy Back Option on title to the Sale Land prior to the Closing Date and the Buy Back Option shall become a permitted encumbrance.

## **11. General**

11.1 Any notices that may be necessary to be sent to the Buyer shall be mailed, emailed or delivered to the following address:

Buyers Address:

«First\_Name\_1» «Last\_Name\_1»  
«Address»  
«City», «Province»  
«Postal\_Code»

Attention: «First\_Name\_2» «Last\_Name\_2»  
Email: «Email»

and in the case of the City, by mailing, emailing or delivering any notices to the following address:

Financial and Corporate Services, Real Estate  
10th Floor, Edmonton Tower  
10111-104 Avenue NW  
Edmonton, Alberta T5J 0J4

Attention: Lorianne Ganaden  
Email: goodridgecorners@edmonton.ca

11.2 The City in entering into this Agreement is doing so pursuant to its powers under the *Municipal Government Act*, R.S.A. 2000 Ch. M-26, and any amendments thereto, and nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the said *Municipal Government Act* and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the City, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

11.3 This Agreement will not be modified, varied or amended except by an instrument in writing signed by the parties hereto. Further, the waiver of any term or condition of this Agreement shall be in writing.

11.4 The terms and conditions of this Agreement shall continue beyond the closing of the sale of the Sale Land to the Buyer and they shall not merge with the transfer of the Sale Land.

11.5 The terms and conditions of this Agreement shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the City and the Buyer. The Buyer acknowledges that the Buyer was chosen to purchase the Sale Land through a lot draw process and the protection of the integrity of the lot draw process is of fundamental importance to the City. Accordingly, prior to the Closing Date, the Buyer shall not assign its interest in the Sale Land, without the written consent of the City, which consent is at the sole and unfettered discretion of the City and may be unreasonably or arbitrarily withheld. If the City has not provided its written consent to an assignment, the City shall be under no obligation to transfer the Sale Land to any other party other than the Buyer.

11.6 This Agreement (including the attached schedules) is the entire agreement between the parties with regard to the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the parties except as expressly set out in this Agreement. The consideration stated herein is the sole consideration and inducement for the execution of this Agreement.

11.7 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of the Agreement.

11.8 Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the City or the Buyer is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the City and the Buyer.

11.9 In reading and interpreting this Agreement:

- (a) the word **“Buyer”** shall be read and interpreted as in the plural instead of the singular number, if there is more than one buyer named, the terms and conditions of this Agreement shall bind the buyers individually as well as jointly;
- (b) the masculine gender shall include the feminine or a body corporate where in this Agreement, the context or the parties require;
- (c) the word **“shall”** is to be read and interpreted as mandatory and the word **“may”** is to be read and interpreted as permissive; and
- (d) any bolding or capitalization of portions of this Agreement have been inserted for emphasis only and are not to be construed as affecting the interpretation or construction of this Agreement.

11.10 All of the Schedules to this Agreement are hereby expressly incorporated into and form part of this Agreement. The Schedules to this Agreement are as follows:

Schedule "A" - Pre-Existing Lot Damage Report  
Schedule "B" - Buy Back Option  
Schedule "C" - Design Guidelines

11.11 This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by electronic transmission in Portable Document Format ("PDF") and each such original, facsimile copy or PDF copy, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the City of Edmonton, in the Province of Alberta, on the day and year first above written.

APPROVED:

THE CITY OF EDMONTON, as represented by  
the Director, Property Transactions, Real Estate,  
Financial and Corporate Services

AS TO CONTENT: \_\_\_\_\_

Per: \_\_\_\_\_  
BARTOSZ JAROCKI (Seal)

BUYER

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_  
Print Name: \_\_\_\_\_

AFFIDAVIT OF EXECUTION

CANADA	)	I,
PROVINCE OF ALBERTA	)	of the City of Edmonton,
TO WIT	)	in the Province of Alberta
	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see named in the within instrument who personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein;
2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto;
3. THAT I know the said and in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME	)	
at the City of Edmonton	)	
in and for Alberta	)	
this day of	,)	
2025.	)	
	)	
	)	
	)	
	)	
	)	

---

SIGNATURE OF WITNESS

---

A Commissioner for Oaths  
in and for Alberta  
Commission expires

## SCHEDULE "A"

### PRE-EXISTING LOT DAMAGE REPORT

This form must be completed by the Buyer and submitted to the City on or before the date that is **10 business days** following the Closing Date.

**Stage:** Goodridge Corners - **Stage 3**    **Lot:** \_\_\_\_\_ **Block:** \_\_\_\_\_ **Plan:** \_\_\_\_\_

\_\_\_ Civic Address: \_\_\_\_\_

**Builder / Lot Owner:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

DESCRIPTION OF ITEM	DAMAGE		DESCRIPTION OF DAMAGE (PROVIDE PHOTOGRAPHIC DOCUMENTATION)
	NO	YES	
Municipal Sidewalks	_____	_____	_____
Concrete Curb and Gutter	_____	_____	_____
Concrete / Grass Drainage Swales	_____	_____	_____
Asphalt Roadway	_____	_____	_____
Street Furniture (street lamps, signs etc.)	_____	_____	_____
Adjacent Park or Vegetated Area	_____	_____	_____
Landscaping (Adjacent / Developer)	_____	_____	_____
Neighbouring Building Lot(s)	_____	_____	_____
Fencing (Adjacent / Developer)	_____	_____	_____
Asphalt Trail	_____	_____	_____
Water Valve	_____	_____	_____

Review Completed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name

#### TO BE COMPLETED BY THE DEVELOPERS REPRESENTATIVE

Received from Applicant:    *Received by:* \_\_\_\_\_ *Date:* \_\_\_\_\_

Site Verification:    *Completed by:* \_\_\_\_\_ *Date:* \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Buy Back Option Agreement  
Goodridge Corners**

**SCHEDULE “B”**

THIS BUY BACK OPTION AGREEMENT made this 17<sup>th</sup> day of July, 2025

BETWEEN:

**THE CITY OF EDMONTON**  
(the “City”)

- and -

**«First\_Name\_1» «Last\_Name\_1»**  
(the “Buyer”)

WHEREAS the City and the Buyer have entered into an Agreement dated the 17th day of July, 2025 (the “**Sale Agreement**”), for the sale by the City to the Buyer of the following land, namely:

PLAN «Plan»  
BLOCK «Block»  
LOT «Lot»

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “**Sale Land**”).

AND WHEREAS pursuant to the Sale Agreement, the Buyer agreed with the City to construct the Development on the Sale Land; all in the manner stated in the Sale Agreement.

AND WHEREAS the Buyer is prepared to grant to the City an option irrevocable within the time limited herein for exercise to purchase the Sale Land, in accordance with the terms and conditions as hereinafter stated.

NOW THEREFORE WITNESSES THAT for and in consideration of the sum of ONE (\$1.00) DOLLAR now paid by the City to the Buyer, the receipt of which is hereby acknowledged by the Buyer, and in consideration of the sale of the Sale Land by the City to the Buyer, the Buyer hereby grants to the City an irrevocable option to purchase the Sale Land, in accordance with the following terms and conditions:

1. The purchase price for the Sale Land shall be the sum of «Sales\_Price\_Words» («Final\_Sales\_Price») DOLLARS, less the following sums:

- (a) Any and all sums owed on a mortgage or mortgages registered against the title to the Sale Land;

- (b) Any and all sums necessary to discharge all liens, charges, instruments and encumbrances registered against the title to the Sale Land; and
- (c) The costs, if any, of removing a partially completed Development from the Sale Land and levelling the Sale Land to its original condition at the time of the Buyer's commencing construction of the Development in accordance with the provisions of the Sale Agreement;

(the "**Purchase Price**").

2. The option herein granted may be exercised by the City on the happening of any of the following events:

- (a) The Buyer has failed to commence to construct the Development on the Sale Land in accordance with section 5.1 of the Sale Agreement.
- (b) The Buyer has failed to substantially complete the construction of the Development on the Sale Land in accordance with section 5.1 of the Sale Agreement.

For greater clarity, the terms "**commence to construct**" and "**substantially complete**" shall have the same meaning as in the Sale Agreement.

3. The option herein granted is exercisable by the City in the event of the happening of any of the events as set forth in section 2 hereof, whereby, the City may serve on the Buyer, a thirty (30) days notice in the manner provided for in this Agreement, and upon the expiration of the time limited in such notice and the Buyer, failing to commence to construct or substantially complete the Development on the Sale Land in the manner provided for in section 2 hereof, as the case may be, then the City may at any time thereafter, in its sole and unfettered discretion, on serving a further written notice to the Buyer exercise the option as provided for in this Agreement.

4. The Buyer shall not be entitled to compensation or damages in respect of improvements which the Buyer may have made upon the Sale Land.

5. Upon the option herein granted being exercised, the following shall be the terms of the Agreement of Purchase and Sale of the Sale Land:

- (a) The Closing Date shall be sixty (60) days after the exercise of the option as herein granted, in accordance with section 3.
- (b) The Purchase Price and any adjustments for taxes, rent or any outgoings shall be paid and adjusted on or before 12:00 noon on the Closing Date.
- (c) On or before the Closing Date, the Buyer shall discharge any liens, charges, instruments, mortgages or other encumbrances that the Buyer has caused to be registered against the title to the Sale Land. Provided however, that the Buyer shall not be obligated to discharge any such liens, charges, instruments, mortgages or other encumbrances if the City shall have deducted, in the manner provided for in section 1 hereof, from the Purchase Price as payable by the Buyer pursuant to

this Agreement the appropriate total sums necessary to discharge any such liens, charges, instruments, mortgages or other encumbrances.

(d) Vacant possession of the Sale Land shall be given to the City on the Closing Date.

6. In the event that the Buyer is delayed so as to prevent it from fulfilling its covenants as set forth in section 2 hereof, and such delay is the result of labour disputes, strikes, lock-outs, fire or any cause which in the opinion of the City is beyond the Buyer's control, the Buyer shall be deemed not to be in default and the City shall grant such extension or extensions of the relevant date as shall be reasonable in the circumstances.

7. The City agrees with the Buyer that the City shall postpone its interests under this Agreement in favour of the Buyer's mortgage financing for the construction of the Development on the Sale Land as required pursuant to the Sale Agreement, provided that the Buyer shall deliver to the City a postponement of caveat in a form acceptable to the City's solicitor.

8. The City shall be at liberty to register a caveat against the title to the Sale Land to protect the rights granted to it pursuant to this Agreement. At such time as the Buyer shall substantially complete the Development in the manner required under the Sale Agreement, the City shall discharge any caveat it has registered against the title to the Sale Land for the purpose of protecting the rights granted to it pursuant to the provisions of this Agreement.

9. Any notices that may be necessary to be sent to the Buyer shall be mailed, emailed or delivered to the following address:

«First\_Name\_1» «Last\_Name\_1»  
«Address»  
«City», «Province»  
«Postal\_Code»

Attention: «First\_Name\_2» «Last\_Name\_2»  
Email: «Email»

and in the case of the City, by mailing, emailing or delivering any notices to the following address:

Financial and Corporate Services, Real Estate  
10th Floor, Edmonton Tower  
10111-104 Avenue NW  
Edmonton, Alberta T5J 0J4

Attention: **Lorianne Ganaden**  
Email: [goodridgecorners@edmonton.ca](mailto:goodridgecorners@edmonton.ca)

10. The terms and conditions of this Agreement shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the City and the Buyer.

11. Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the City or the Buyer is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the City and the Buyer.

12. In reading and interpreting this Agreement:

- (a) the word “**Buyer**” shall be read and interpreted as in the plural instead of the singular number, if there is more than one party named, and in such case, the terms and conditions of this Agreement shall bind those parties individually as well as jointly;
- (b) the masculine gender shall include the feminine or a body corporate where in this Agreement, the context or the parties require; and
- (c) the word “**shall**” is to be read and interpreted as mandatory and the word “**may**” is to be read and interpreted as permissive.

13. This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by electronic transmission in Portable Document Format (“**PDF**”) and each such original, facsimile copy or PDF copy, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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THE CITY OF EDMONTON, as represented by  
the Director, Property Transactions, Real Estate,  
Financial and Corporate Services

AS TO CONTENT: \_\_\_\_\_

Per: \_\_\_\_\_  
BARTOSZ JAROCKI (Seal)

BUYER

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_  
Print Name: \_\_\_\_\_

AFFIDAVIT OF EXECUTION

CANADA	)	I,
PROVINCE OF ALBERTA	)	of the City of Edmonton,
TO WIT	)	in the Province of Alberta
	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see named in the within instrument who personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein;
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3. THAT I know the said and in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME	)	
at the City of Edmonton	)	
in and for Alberta	)	
this day of	,)	
2025.	)	
	)	
	)	
	)	

SIGNATURE OF WITNESS

A Commissioner for Oaths  
in and for Alberta  
Commission expires

DOWER AFFIDAVIT

CANADA	)	I, _____
PROVINCE OF ALBERTA	)	of the City of Edmonton,
TO WIT	)	in the Province of Alberta
	)	MAKE OATH AND SAY:

1. THAT I am the transferor named in the within instrument.
  
2. THAT I am not married OR that neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN BEFORE ME	)	
at the City of Edmonton	)	
in and for Alberta	)	
this       day of       ,	)	
2025.	)	
_____	)	_____ SIGNATURE OF TRANSFEROR
	)	
	)	

\_\_\_\_\_  
A Commissioner for Oaths  
in and for Alberta

Commission expires - \_\_\_\_\_

**SCHEDULE “C”**

**DESIGN GUIDELINES**

## CONDITION REMOVAL

To be attached to and forms part of Goodridge Corners Sale and Development Agreement (the “**Agreement**”) dated the 17<sup>th</sup> day of July, 2025, between:

**The City of Edmonton**

**&**

**Buyer: «First Name 1» «Last Name 1»**

With respect to the property described as:

Municipal Address: «Unit» - «StreetAve»

Legal Description: Plan «Plan», Block «Block», Lot «Lot»

The Buyer confirms that the Soils Condition as set out in section 2.1 of the Agreement is hereby:

☐ satisfied or

☐ waived

The Buyer hereby removes the said Soils Condition.

DATED at \_\_\_\_\_, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 2025 .

BUYER

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_  
Print Name: \_\_\_\_\_

«File\_» - Lot «Lot», Block «Block»