

**GOVERNMENT OF YUKON
AGREEMENT FOR SALE**

BETWEEN:

**THE GOVERNMENT OF YUKON
as represented by the Minister of Energy, Mines and Resources**

("*Vendor*")

AND:

Name(s)
Tenancy type

("*Purchaser*")

THE *Vendor* AND THE *Purchaser* agree, according to the terms and conditions described below, to the sale and purchase of the following land subject to the *Lands Act*:

Lot legal description
("*Land*")

for the purchase price of XXXX Dollars (\$XX.XX) ("*Purchase Price*").

Payment

1. The *Vendor* acknowledges receiving the sum of **\$XX.XX**, as a deposit, plus the total amount of Goods and Services Tax ("GST") due on the *Purchase Price*, if any.
2. The *Vendor* also acknowledges receiving the \$25.00 non-refundable application fee, plus applicable GST ("*Application Fee*"), which sum does not form part of the *Purchase Price*.
3. The balance on the *Purchase Price* is **\$XX.XX** and is due and payable as set out in Schedule C.
4. Interest will be charged on all amounts owing under this Agreement at an annual rate of the greater of:
 - a. **2.5% above** the rate used by the Bank of Canada for advance to financial institution that are Canadian Payments Association members; or
 - b. **5%**,and shall be due and payable on the balance of the *Purchase Price* and any other amount due and payable to the *Vendor* as remains outstanding for any given period of time, not in advance.
5. The *Purchaser* may at any time pay additional amounts on account of, or the whole of, the then outstanding *Purchase Price*, without notice or penalty, if the *Purchaser* is not in *Default* or in *Breach* (as defined in section 18). Any such payment will be applied first against interest accrued on amounts payable under this Agreement, then against any other amounts due under this Agreement and thereafter, against the *Purchase Price*.

Term

6. This Agreement comes into effect on the date the lot is offered to the purchaser (the "*Effective Date*") and expires on **DATE** (the "*Expiry Date*").

Building Commitment

7. The *Purchaser* shall construct or cause to be constructed permanent improvements on the *Land* in accordance with the terms, conditions and specifications in Schedule B.
8. Failure to comply with section 7 is a fundamental breach of this Agreement and cause for cancellation by the *Vendor* in accordance with section 18.

Title Transfer

9. At any time prior to the expiry of this Agreement, if the *Purchaser* is not in breach of any fundamental term or condition of this Agreement, the *Vendor* may cause transfer of title to the *Land*, when the *Purchaser* has:
 - a. paid the *Purchase Price*, interest and all other money due under this Agreement, in full; and
 - b. complied with all the terms, conditions and specifications of Schedule B.
10. Legal fees and disbursements associated with transfer of title shall be the responsibility of the *Purchaser*.
11. If the *Purchaser* satisfies the *Vendor* that, for the purpose of obtaining mortgage financing, the *Purchaser* requires title to the *Land*, the *Vendor* may transfer title to the *Purchaser* for the purpose of enabling a mortgage to be registered under the *Land Titles Act* upon trust conditions that the *Purchaser* executes all required documents and registers the obligations under this Agreement as either an encumbrance on title to the *Land* subject only to the mortgage, a development agreement, or both.
12. The issuance of title pursuant to section 11 does not relieve the *Purchaser* of the *Purchaser's* obligations to comply with this Agreement, including all fundamental terms, and this Agreement shall remain in force until the *Purchaser* has fulfilled the transfer conditions in section 9.

Termination by Purchaser

13. The *Purchaser* may provide written notice to the *Vendor* of their intention to terminate this Agreement without cause at any time.
14. If the *Purchaser* provides notice of their intention to terminate this Agreement within sixty (60) days of the *Effective Date*, the *Purchaser* will be entitled to the refund of any amount paid towards the *Purchase Price* by the *Purchaser*, less three hundred dollars (\$300.00).
15. If the *Purchaser* provides notice of their intention to terminate this Agreement more than sixty (60) days after the *Effective Date*, the *Purchaser* will forfeit 20% of the *Purchase Price* to the *Vendor* as liquidated damages; however, any additional amount paid by the *Purchaser* toward the *Purchase Price* shall be refunded unless otherwise due to the *Vendor* under this Agreement.
16. This Agreement will not be terminated until the *Vendor* confirms the termination in writing and provides a termination date.
17. The provision of notice of intention to terminate does not relieve the *Purchaser* of the *Purchaser's* obligations to comply with this Agreement and this Agreement continues until the termination date provided by the *Vendor*.

Cancellation by Vendor

18. In the event that the *Purchaser*:
 - a. defaults in payment of any amount of money payable under this Agreement (a "*Default*"); or,
 - b. is in breach of any fundamental term of this Agreement (a "*Breach*"),the *Vendor* may serve written notice of the *Default* or *Breach* to the *Purchaser*. If the *Default* or *Breach* is not remedied to the satisfaction of the *Vendor* within 90 days after the date the notice is served, then the *Vendor* may cancel this Agreement by serving written notice of cancellation. Such cancellation will be effective 15 days from the date of service. Upon cancellation, any money paid by the *Purchaser* to the *Vendor* on account of the Agreement will be forfeited to the *Vendor*.
19. Entry and repossession of the *Land* or the doing of any act or thing with respect to the *Land*

by the *Vendor* does not cancel this agreement.

20. Upon service of a notice of *Default* or *Breach*, if the *Purchaser* has commenced construction of a permanent residence on the *Land* and is residing in that residence, the *Purchaser* may notify the *Vendor* in writing of such and request up to one year to remedy the *Default* or *Breach*. Approval of such request by the *Vendor* shall not be unreasonably withheld.
21. In no event shall the period to remedy the *Default* or *Breach* extend past the *Expiry Date* of this Agreement.

Expiry

22. If title has not been transferred to the *Purchaser* in accordance with section 9 prior to the *Expiry Date*, this Agreement will be deemed to have been canceled by the *Vendor* and any money paid by the *Purchaser* to the *Vendor* on account of the Agreement will be forfeited to the *Vendor*.

Return of Land to the Vendor

23. In the event of the expiry, termination or cancellation of this Agreement the *Purchaser* ceases to have any rights or interest in the *Land* and shall return the *Land* to the *Vendor*, and any permanent improvements made by the *Purchaser* on the *Land* become the property of the *Vendor*.
24. The *Purchaser* agrees to return the *Land* to the *Vendor* in substantially the same condition as when this Agreement was entered into.
25. If the *Purchaser* does not return the *Land* in substantially the same condition, the *Vendor* may take all reasonable action to remediate and return the *Land* to substantially the same condition, including the removal and sale or disposal of personal property of the *Purchaser* left on the *Land*. The cost of such action, less any amount recovered, shall be a debt immediately due and payable by the *Purchaser* to the *Vendor*. Any amount owing pursuant to this section will be subject to interest in accordance with section 4. This section shall survive the expiry, termination or cancellation of this Agreement.
26. For the purposes of clause 24 and 25, “substantially the same condition” means the *Land* is free of:
 - a. Completed buildings, fixtures or improvements, above or below ground, that do not have the required permits and completed inspections;
 - b. Partially completed buildings, fixtures or improvements, above or below ground, unless they have the required permits and inspections and the *Vendor* agrees in writing they may remain on the *Land*;
 - c. All personal property, including, without limitation, trailers, sheds or other structures not affixed to the *Land*; and
 - d. All solid waste, special waste, or contaminants, as they are defined in the (Yukon) *Environment Act*.

For clarity, the *Land* is considered in substantially the same condition if it has been cleared of trees, leveled or graded, or other similar disturbances of the *Land* have been made.

27. The *Purchaser* shall as soon as practicable after notice of termination is provided or this agreement is cancelled or expires remove or cause to be removed all liens, charges, judgements, claims, encumbrances or mortgages from title to the *Lands*.

Other Covenants of the Purchaser

28. From and after the *Effective Date*, the *Purchaser* shall be responsible to pay in full all taxes, local improvement rates and assessments, and all public utility charges respecting the *Land*.
29. If this Agreement expires, is terminated or cancelled, the *Purchaser* shall pay to the *Vendor* any property taxes, local improvement rates and assessments or public utility charges due or

accrued for the period during which this Agreement was in effect. Should the *Purchaser* be owed a refund of any money paid to the *Vendor* under this Agreement, the *Vendor* may retain all or some of the refund for the payment of any property taxes, local improvement rates or assessment or public utility charges due or accrued. Should the amount retained by the *Vendor* not be sufficient to cover the amount owing, the difference shall be immediately due and payable by the *Purchaser*. Any amount owing pursuant to this section will be subject to interest in accordance with section 4. This section shall survive the expiry, termination or cancellation of this Agreement.

30. During the term of this Agreement, the *Purchaser* will allow entry in and under or upon the *Land* or so much thereof as is reasonable for the purpose of constructing, maintaining and operating sewer, water, telephone, electric power, street lighting and fire and police protection installations, and on request by the *Vendor*, the *Purchaser* will execute any documents necessary to confirm such right. This is a fundamental term of this Agreement.
31. In addition to the general obligations in section 30, the *Purchaser* agrees to the easements and/or subdivisions, if any, as set out in Schedule A and will execute any documents necessary to perfect such easements or subdivisions. The *Purchaser* acknowledges and agrees that the easements and/or subdivisions set out in Schedule A shall be submitted with the transfer and registered on title to the *Land*. This is a fundamental term of this Agreement.
32. During the term of this Agreement, the *Purchaser* will allow authorized employees or agents of the *Vendor* to enter upon the *Land* at any reasonable time for the purpose of examining or inspecting the *Land* and the *Purchaser*'s compliance with this Agreement. This is a fundamental term of this Agreement.
33. The *Purchaser* shall not without the written consent of the *Vendor*, which consent may not be unreasonably withheld:
 - a. assign, lease or transfer in whole or in part, and shall not encumber, charge, mortgage or otherwise use as security this Agreement or any right under this Agreement; or,
 - b. before title to the *Land* has been transferred or is free of all trust conditions imposed by the *Vendor* pursuant to clause 11, agree to assign, lease, transfer, encumber, charge, mortgage or make any other disposition of the *Land*.This is a fundamental term of this Agreement.
34. The *Purchaser* will comply, in respect of the *Land* and any permanent improvements made thereon with all applicable federal, territorial and municipal laws, and, not to limit the forgoing, including all applicable zoning bylaws or regulations or community development plans. This is a fundamental term of this Agreement.
35. The *Purchaser* shall keep the *Land* free and clear of any and all liens, charges, judgments, claims and encumbrances whatsoever that have not been specifically consented to in writing by the *Vendor*.
36. In addition to other remedies available under this Agreement or at law, if the *Purchaser* is in breach of any provision of this Agreement, other than respecting the payment of monies due to the *Vendor*, and if the *Purchaser* does not remedy the breach within the period required to do so, the *Vendor* may, at its option, remedy such breach by taking any reasonable action. The cost of such action will be due and payable by the *Purchaser* to the *Vendor* immediately. Any amount owing pursuant to this section will be subject to interest in accordance with section 4. This section shall survive the expiry, termination or cancellation of this Agreement.

General

37. This Agreement is subject to the provisions of the *Lands Act* and the *Lands Regulation*. In the event of a conflict with this Agreement, the provisions of the *Lands Act* and the *Lands Regulation* govern.
38. The *Land* is being offered on an "as is, where is" basis. In consideration of this Agreement

the *Purchaser* hereby releases and forever discharges the *Vendor* from all claims, demands, actions, or causes of action arising out of or in connection with this Agreement; including, without limiting the forgoing, claims, demands, actions or causes of action resulting from damages or losses to the *Land* or any property of the *Purchaser* caused by a third party.

39. The *Purchaser* shall have vacant possession of the *Land* upon the *Effective Date* of this Agreement.
40. Time shall be of the essence in this Agreement.
41. No amendment of this Agreement will be effective unless it is in writing and signed by the parties.
42. No failure by the *Vendor* to enforce any of its rights under this Agreement shall operate as a waiver of such rights.
43. This Agreement constitutes the entire agreement between the parties and supersedes all previous expectations, understandings, undertakings, communications, representations, warranties and agreements, whether verbal or written, between the parties. There are no collateral agreements, representations or warranties pertaining to the *Land* or the subject matter of this Agreement.
44. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties.
45. All written notices respecting the *Land* or this Agreement shall be deemed to have been served on the *Purchaser* when mailed by registered mail to:

Purchaser mailing address(es)

or such other address as the *Purchaser* subsequently provides;

and to *Vendor* at:

Land Management Branch
Department of Energy, Mines and Resources
Government of Yukon
Box 2703 (K-320)
Whitehorse, Yukon Y1A 2C6

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized representatives on the dates noted below.

Purchaser name

Purchaser name 2

(if corporation, firm, etc)

«Bp6»
«Bp7»«Bp8»

GOVERNMENT OF YUKON
as represented by the
Minister of Energy, Mines and Resources

In the presence of

(witness signature, 19 years of age or older)

Witness Name: _____

Per: **CS Manager**
Manager, Client Services

Date: _____

SAMPLE

Schedule A
Required Easements, Subdivisions and/or Conditions

Conditions related to easements will be inserted here, if applicable.

SAMPLE

Schedule B
Building Construction Terms, Conditions and Specifications

Terms and Conditions:

1. The permanent improvements to be constructed on the land must be Residential and comply with the specifications set out in this Schedule.
2. **[If within the City of Whitehorse]** The Purchaser must provide the Vendor proof the following inspections have been completed and the work approved by the inspector:
 - a. Electrical rough in inspection from Government of Yukon, Community Services, Building Safety Branch
 - b. Framing Insulation and Vapour barrier inspection from the City of Whitehorse
 - c. Plumbing rough-in with test on inspection from the City of Whitehorse (the “required approvals”)
- [If outside of Whitehorse]** The Purchaser must provide the Vendor proof of authorization to occupy the improvement (such as occupancy approval or conditional occupancy approval) issued by the applicable development permitting authority.
3. The permanent structures must be constructed to meet the specifications outlined in this schedule and the proof of authorization to occupy the improvement must be provided within **(building commitment term)** of the effective date of this Agreement.

Specifications:

- B. Minimum size of the structure must be 600 sq. ft. or as required to comply with zoning.
- C. Structures must be built in compliance with zoning requirements and in compliance with federal, territorial and municipal laws.