

DISTRICT OF MACKENZIE

LAND SALE MARKETING PACKAGE

Lot 2, District Lot 12479, Cariboo District, Plan EPP35189
Airport Industrial Subdivision



District of Mackenzie

1 Mackenzie Blvd, Bag 340
Mackenzie, BC | V0J 2C0

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Land Marketing Package | Lot 2, Airport Industrial Subdivision

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page

03		INTRODUCTION
04		PART 1 THE DEVELOPER
05		PART 2 PROPERTY DESCRIPTION
07		PART 3 SERVICING INFORMATION
08		PART 4 TITLE AND LEGAL MATTERS
09		PART 5 PURCHASE AND SALE

SCHEDULES

SCHEDULE A
SUBDIVISION PLAN

SCHEDULE B
ZONING

SCHEDULE C
COVENANTS

SCHEDULE D
LEGAL DESCRIPTIONS

SCHEDULE E
SAMPLE OFFER TO
PURCHASE /CONTRACT

INTRODUCTION

Surrounded by an abundance of natural beauty, the quality of life we enjoy in Mackenzie is exceptional. Recreation is key to our healthy lifestyle, with exceptional natural features drawing residents outdoors. Great community services and facilities provide opportunities to meet and engage with neighbours.

Built in the 1960s as a planned community, our town is walkable, compact and pristine – our industrial area is separated from residential living to ensure clean air the whole year round. Land within the Industrial site is zoned Light Industrial, Heavy Industrial, and Airport use.

The business and development opportunities in Mackenzie are bountiful. From its roots as a forestry town, Mackenzie has grown into a strong and supportive community with a robust and diverse economic base. This provides residents with consistent and reliable employment. With low land costs, competitive tax rates, and road, rail and barge access for new business prospects, Mackenzie is a great place to set down roots and set up shop.

“Mackenzie is a great place to set down roots and set up shop.”

Mackenzie has a growing workforce that is rooted in resource-based industries such as forestry, agriculture, mining, oil and gas. Many residents also work in related industries that support these ventures, including retail, education, health services, construction and manufacturing.

There’s one word that sums up Mackenzie’s real estate market – affordable. In fact, real estate in Mackenzie is some of the most affordable in the entire province. Astute investors will note the region’s abundance of lands and buildings available for commercial and industrial business opportunities.

Our friendly community of roughly 3,300 residents is about a two hour drive north of Prince George. The closest neighboring community is McLeod Lake, 30 minutes south, which is home to the McLeod Lake Indian Band. Mackenzie is located at the south end of Williston Lake, the largest lake in British Columbia.

Our town has a rich history with local First Nations and is within Treaty 8, one of the few areas of BC under a settled treaty.

PROPERTY HIGHLIGHTS & INFO

Location:

All lots are located within the Industrial Site near the Mackenzie Airport.

Access:

Gravel road access from Mill Road along Coquiwaldie and Airport Roads.

Property Highlights:

Close to major industrial operations, industrial service providers, and fuel suppliers. The industrial area is served by road, rail and water transportation on Williston Lake, with access to a robust fibre supply. A short commute from Mackenzie’s townsite residential neighbourhoods.

1. THE DEVELOPER

1.1 PARTICULARS OF THE DEVELOPER

The Developer, the District of Mackenzie, is a municipality that was incorporated in 1966 under the laws of the Province of British Columbia.

1.2 THE DEVELOPER'S BUSINESS OFFICE

The Developer has its business office at 1 Mackenzie Blvd., Mackenzie, BC and has a mailing address of Bag 340, Mackenzie, BC V0J 2C0.

Name of Developer:	District of Mackenzie
Address for Service:	1 Mackenzie Blvd, Mackenzie, BC
Mailing Address:	Bag 340, Mackenzie, BC V0J 2C0
Phone:	250 997 3221

2. PROPERTY DESCRIPTION

2.1 GENERAL INFORMATION

Eight (8) Lots (collectively referred to as the "Lots" and individually referred to as a "Lot") are being offered for sale pursuant to this Information Package. The Lots are shown on the Subdivision Plan attached as Schedule "A". The legal description for each Lot is as listed in Schedule "D". The Lots are located adjacent to Coquiwaldie Road, in the District of Mackenzie, in the Province of British Columbia.

Marketing of the Lots is exempt from Part 2: Marketing and Holding Deposits of the Real Estate Development Marketing Act. This Information Package is not a disclosure statement under the Real Estate Development Marketing Act.

2.2 PERMITTED USE

The zoning for the Lots is M1 under the District of Mackenzie Zoning Bylaw No. 1368, 2017. The permitted use is light industrial as set out in Schedule "B". Lots may not be used for residential or other purposes that are not ancillary to light industrial purposes and that do not comply with the requirements of the District of Mackenzie Zoning Bylaw.

2.3 RESPONSIBILITY FOR BUILDING & PERMITS

Purchasers are responsible for constructing improvements on the Lots and are required to obtain a building permit with reference to such improvements. Building permits are available upon application and payment of required fees for each lot. Contact the District of Mackenzie for further information in respect to applicable building and zoning bylaws.

Table 1: Property Details

CURRENT PROPERTY DETAILS - LOT 2, AIRPORT INDUSTRIAL SUBDIVISION	
Legal Description	Lot 2, District Lot 12479, Cariboo District, Plan EPP35189
Address	4460 Coquiwaldie Road, Cariboo District, Mackenzie, BC
Appraised Value	\$240,000
Transaction	For Sale
Size	9.52 Acres / 38,509 m ²
Dimensions	Irregular (see Lot Diagrams)
Zoning	M1 - Light Industrial Use

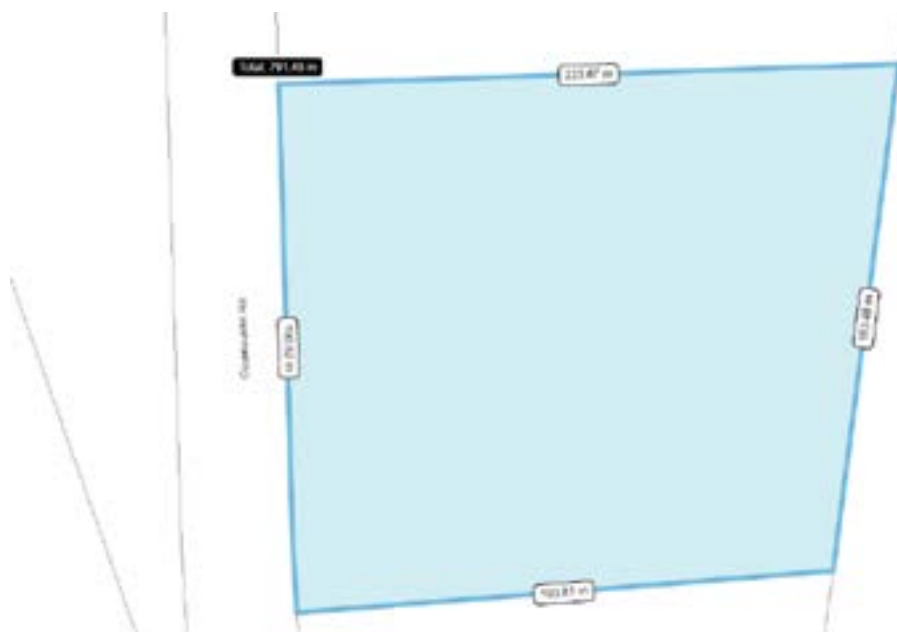
2.4 SITE LOCATION & TOPOGRAPHY

All Lots are located within the Industrial Site near the Mackenzie Airport.
The topography for all Lots is the same: Bare land, relatively flat.

Figure 1: Location of Subject Property



Figure 2: Dimensions of Subject Property



3. SERVICING INFORMATION

A. WATER

Lots are not connected to the community water/sewer system. Property owners would be required to drill their own wells. The water is not potable and only usable for toilets and washing. A filtration system would need to be installed for drinking water. Please contact the District Building Inspector for further details.

B. ELECTRICITY

Electricity is supplied to each Lot upon application for and payment of the usual application and hook-up charges by the purchaser.

Find out more about costs and capacity at:

app.bchydro.com/accounts-billing/electrical-connections/charges-fees.html

C. SEWERAGE

Lots are not connected to the community water/sewer system. Property owners would be required to install a septic tank and a certified disposal field. Please contact the District Building Inspector for further details.

D. NATURAL GAS

Natural gas service is available within the Industrial Site through Fortis BC, however not to each Lot through Fortis BC. Interested purchasers should contact FortisBC for connection details.

E. FIRE PROTECTION

This subdivision is within the District of Mackenzie fire protection area. There is limited access to fire hydrants at the southern lots. Please contact Economic Development staff for further information.

F. DRAINAGE

All Lots are serviced to the Lot boundary by a municipal drainage system.

4. TITLE AND LEGAL MATTERS

4.1 LEGAL DESCRIPTION

The legal description for the Lots is set out in Schedule "D".

Lot 1 legal description:

Lot 2, District Lot 12479, Cariboo District, Plan EPP35189

4.2 OWNERSHIP

The Developer is the registered owner of each of the Lots.

4.3 PRICE

The selling price for each Lot is as set out in Schedule "E". The selling price does not include, but is subject to, the Goods and Services Tax.

Lot 2 Price:

\$240,000

4.4 EXISTING LEGAL NOTATIONS AND ENCUMBRANCES

Title to each of the Lots is subject to the following registered statutory rights of way:

- (i) Statutory Right of Way CA3540472 - Drainage Easement Covenant
- (ii) Statutory Right of Way CA3540454 - Onsite Sewage Covenant

A copy of Covenant CA3540472 and CA3540454 is attached as Schedule "C".

5. PURCHASE & SALE

5.1 OFFERS TO PURCHASE

Individuals interested in making an offer to purchase should submit their offers in writing to the District of Mackenzie at the District's business office (see section 1.2).

All offers to purchase that are received are subject to approval by the Council of the District of Mackenzie, and the District will not be bound under the terms of any offer to purchase unless and until a written agreement for the sale and purchase of the Lot has been approved by Council, and executed by the District's authorized signatories. The District is not obliged to accept the highest or any offer to purchase received in respect of any Lot, and may accept or reject any or all offers to purchase in its sole discretion, and may negotiate with one or more interested purchasers as the District sees fit.

5.2 DEPOSITS

Upon execution of the contract of purchase and sale, each purchaser shall be required to provide a deposit of ten percent (10%) of the Lot purchase price. The deposit will be held in trust in the manner required by the Real Estate Services Act.

Name of Developer:

District of Mackenzie

Address for Service:

1 Mackenzie Blvd, Mackenzie, BC

Mailing Address:

Bag 340, Mackenzie, BC V0J 2C0

Phone:

250 997 3221

5.3 DISCLAIMER

The information provided in this Information Package is for the general information of interested purchasers. The Developer makes no representations or warranties with respect to the Lots. None of the statements or information contained in this Information Package will form part of any contract of purchase and sale unless the District expressly agrees in writing under the terms of that contract. Each prospective purchaser is solely responsible for the following:

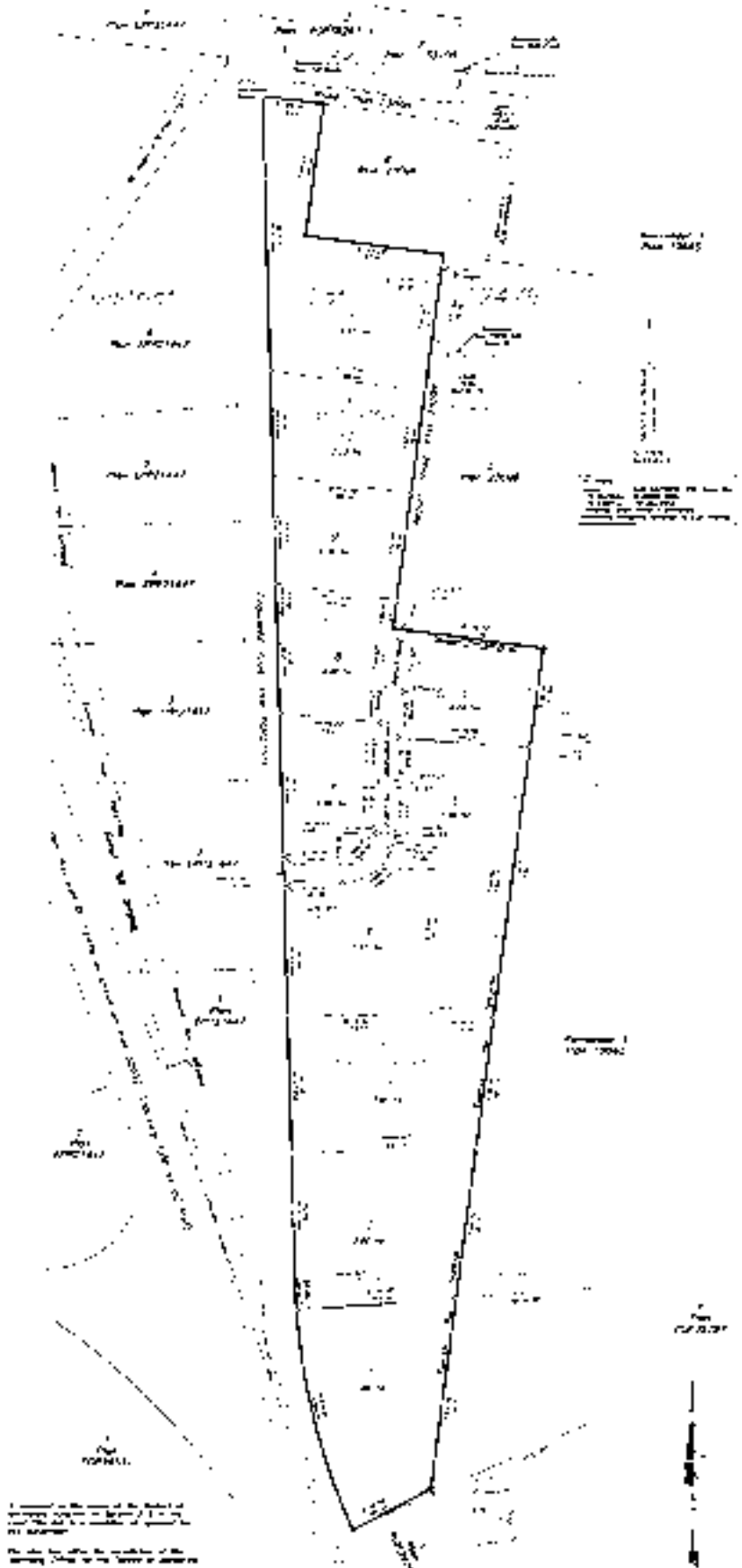
- (a) satisfying himself or herself as to the state of title to the Lot they are interested in purchasing;
- (b) reviewing and satisfying themselves as to the restrictions on use that apply under the District of Mackenzie Zoning Bylaw;
- (c) making all other inquiries that a diligent and reasonable purchaser would make in similar circumstances, including inquiries as to environmental or geotechnical matters.

SCHEDULES

Schedule A	Subdivision Plan
Schedule B	Zoning
Schedule C	Covenants
Schedule D	Legal Descriptions
Schedule E	Lot Prices
Schedule F	Sample Offer to Purchase / Contract

SCHEDULE A SUBDIVISION PLAN

PLAN 2007/1000



SUBDIVISION PLAN

OF LOTS 4 AND 5 OF SECTION 17
TOWNSHIP 14 NORTH
RANGE 10 WEST, T44R14R10W
SOUTH S.W. 1/4, 1/4, 1/4, 1/4

AS SHOWN ON THE PLAN

The subdivision is shown on the plan as being in accordance with the provisions of the Act.

The plan is subject to the provisions of the Act and the regulations thereunder.

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1. The plan is subject to the provisions of the Act and the regulations thereunder.

SCHEDULE B

ZONING

ZONING PARTICULARS

On a parcel located in an area zoned M1, no building or structure shall be constructed, located or altered, and no plan of subdivision approved which contravenes the regulations

PERMITTED USES

Principal Uses:

- i. Aggregate storage and processing
- ii. Auction sales
- iii. Automobile sales and servicing
- iv. Automobile wrecking yard
- v. Brewery and distillery operation
- vi. Building supply establishment
- vii. Bulk fueling station
- viii. Car and truck wash
- ix. Commercial storage
- x. Feed and seed storage
- xi. Food processing
- xii. Kennel
- xiii. Machine and equipment sales
- xiv. Manufacturing, light
- xv. Office, trade contractor
- xvi. Printing establishment
- xvii. Recycling centre
- xviii. Salvage yard
- xix. Service station
- xx. Storage yard
- xxi. Transportation terminal
- xxii. Warehousing
- xxiii. Veterinary hospital

Accessory Uses:

- i. Accessory building
- ii. Accessory dwelling unit
- iii. Shipping container

OTHER REGULATIONS:

Shipping Containers:

Parcels in the M1 zone are permitted up to four (4) shipping containers for storage purposes on a single parcel.

Site Area:

Minimum parcel size for new subdivision:
900.0 m²

Minimum parcel width:
15.0 m

Site Coverage:

Maximum parcel coverage (all buildings):

- For a service station - **45%**
- For all other uses - **75%**

Setbacks:

Principal Building:

- i. Front Setback: the minimum front setback shall be **12.2 m**
- ii. Rear Setback: the minimum front setback shall be **6.0 m**
- iii. Side Setback:
 - Exterior side parcel line - **3.5 m**
 - Interior side parcel line - **3.5 m**

Building Height:

Maximum building and structure height:

- Principal building and structures - **13.7 m**
- Accessory building - **12.2 m**

Height Exceptions:

The maximum height regulations of this Bylaw do not apply to the following, provided that no such structure covers more than 20% of the parcel, or if located on a building, not more than 15% of the roof area of the principal building:

- iv. Chimney stacks
- v. Church spires
- vi. Cranes
- vii. Domes or cupolas
- viii. Elevator housings
- ix. Flagpoles
- x. Floodlights
- xi. Grain elevators
- xii. Hose and fire alarm towers
- xiii. HVAC units
- xiv. Masts and aerials
- xv. Roof stairway entrances
- xvi. Skylights
- xvii. Stadiums (including bleachers)
- xviii. Telecommunications towers
- xix. Transmission towers
- xx. Utility poles
- xxi. Warning devices
- xxii. Water towers
- xxiii. Wind turbines

Fencing:

- › Barbed wire may only be used on the top of fences located on parcels in the M-zones or A-zones.
- › A fence located in a P-zone, M-zone or C-zone shall have a maximum height of 2.4m on any side or rear yard.

OFF-STREET PARKING REQUIREMENTS**Industrial Automobile service:**

4 spaces per service bay or 1 per 50m², whichever is greater

Machine and equipment sales, rental and repair:

1 space per 90m² of floor area plus 1 per 30m² of floor area of accessory retail and office

Manufacturing use:

1 space per 90m² of floor area plus 1 per 30m² of floor area of accessory retail and office

Warehousing use, wholesale, storage:

1 space per 100m² of floor area

Welding, machine or blacksmith shop:

1 space per 90m² of floor area plus 1 per 30m² of floor area of accessory retail and/or office

Industrial facilities not listed:

1 space per 90m² of floor area plus 1 per 30m² of floor area of accessory retail and/or office

SCHEDULE C

DRAINAGE AND SEWAGE COVENANTS

These covenants are available for viewing or download through the links below.
For a paper copy, please contact our Economic Development team.

Rachelle Dumoulin
Economic Development Clerk
ecdev@districtofmackenzie.ca | 250-997-3221 ext.223

DRAINAGE EASEMENT COVENANT (PDF, 14 PAGES)

<https://districtofmackenzie.ca/wp-content/uploads/2022/12/CA3540472.pdf>

ONSITE SEWAGE COVENANT (PDF, 58 PAGES)

<https://districtofmackenzie.ca/wp-content/uploads/2022/12/CA3540454.pdf>

SCHEDULE D

LEGAL DESCRIPTIONS OF LOTS

Legal Descriptions of Lots

NO PID NMBR	Lot 1, District Lot 12479, Cariboo District, Plan EPP35189
NO PID NMBR	Lot 2, District Lot 12479, Cariboo District, Plan EPP35189
NO PID NMBR	Lot 3, District Lot 12479, Cariboo District, Plan EPP35189
NO PID NMBR	Lot 4, District Lot 12479, Cariboo District, Plan EPP35189
NO PID NMBR	Lot 5, District Lot 12479, Cariboo District, Plan EPP35189
NO PID NMBR	Lot 6, District Lot 12479, Cariboo District, Plan EPP35189
NO PID NMBR	Lot 7, District Lot 12479, Cariboo District, Plan EPP35189
NO PID NMBR	Lot 8, District Lot 12479, Cariboo District, Plan EPP35189
NO PID NMBR	Lot 9, District Lot 12479, Cariboo District, Plan EPP35189
NO PID NMBR	Lot 10, District Lot 12479, Cariboo District, Plan EPP35189
NO PID NMBR	Lot 11, District Lot 12479, Cariboo District, Plan EPP35189

SCHEDULE E

LOT PRICE TABLE

LOT #	ACRES	PRICE
Lot 1	9.52	\$240,000
Lot 2	9.52	\$240,000
Lot 3	9.52	\$240,000
Lot 4	8.18	SOLD
Lot 5	5.53	\$190,000
Lot 6	5.01	\$115,000
Lot 7	5.07	SOLD
Lot 8	5.07	\$125,000
Lot 9	5.07	\$125,000
Lot 10	5.51	SOLD
Lot 11	10.81	SOLD

SCHEDULE F

SAMPLE OF OFFER TO PURCHASE / CONTRACT

(13 PAGES)

Schedule D to Bylaw 1332

OFFER TO PURCHASE / PURCHASE CONTRACT

THIS AGREEMENT dated for reference this _____ day of _____, 20__.

BETWEEN:

DISTRICT OF MACKENZIE

P.O. Bag 340
Mackenzie, BC V0J 2C0

(the "Vendor")

OF THE FIRST PART

AND:

[NAME OF PURCHASER]

[address of purchaser]

(the "Purchaser")

OF THE SECOND PART

W H E R E A S:

- A. The Vendor is the owner of freehold title to the Lands.
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase all of the Vendor's right, title, and interest in and to the Lands on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

"Agreement" means this Agreement, including its Recitals and Schedules.

"Closing Date" means _____, 20__, or such earlier date as the parties may agree in writing.

"**Contaminants**" means any explosives, radioactive materials, asbestos materials, urea formaldehyde, chlorobiphenols, hydrocarbon contaminants, underground or above ground tanks, pollutants, contaminants, hazards, corrosive or toxic substances, special waste, hazardous waste or waste of any kind or any other substance the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws.

"**Deposit**" means the sum of _____ Dollars (\$_____).

"**Environmental Laws**" means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Lands, now or hereafter in force with respect in any way to the environment, health or occupational health and safety, product liability or transportation of dangerous goods, including all applicable guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time and the principles of common law and equity.

"**Lands**" means the land situate in Mackenzie, British Columbia legally described as _____, Cariboo District.

"**Permitted Encumbrances**" means all liens, charges, and encumbrances listed in the title search attached as Schedule "A", together with the exceptions and reservations listed in the *Land Title Act*.

"**Purchase Price**" means the sum of _____ Dollars (\$_____) excluding Federal Goods and Services Tax ("GST"), Property Transfer Tax, or like charges.

2.0 PURCHASE AND SALE

2.1 The Purchaser agrees to purchase from the Vendor, and the Vendor agrees to sell to the Purchaser, on the terms and conditions contained in this Agreement, a good and marketable freehold title to the Lands, free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances.

2.2 The Purchase Price

The Purchaser will pay the Purchase price to the Vendor as follows:

- (a) as to _____ Dollars (\$ _____) by payment of the Deposit to the Purchaser's solicitor in trust on execution of this Agreement;
- (b) as to the balance of the Purchase Price, by payment to the Vendor's solicitor on or before the Closing Date in accordance with Article 6.0.

2.3 Tender

Tender or payment of monies by the Purchaser to the Vendor under this Agreement must be by bank draft, certified cheque, or Solicitor's or Notary's trust cheque.

2.4 Application of Deposit

The Deposit will be:

- (a) paid to the Vendor:
 - (i) on the Closing Date on account of the Purchase Price, if the Vendor and the Purchaser complete the sale and purchase of the Lands on the Closing Date; or
 - (ii) upon the default of the Purchaser, if the Purchaser is in default under this Agreement, unless the Vendor has waived in writing the default.
- (b) paid to the Purchaser:
 - (i) upon the default of the Vendor, and the Deposit so paid to the Purchaser will be without prejudice to any other right or remedy of the Purchase, if the Vendor is in default of its obligation to complete the sale of the Lands hereunder, unless such default is waived in writing by the Purchaser or the Purchaser has elected to complete the purchase of the Lands without prejudice to any other right or remedy of the Purchaser.

2.5 Adjustments

The Vendor and Purchaser will make any adjustments to and including the Closing Date with respect to real property taxes, utilities, rents, and all other items normally adjusted between a vendor and purchaser on the sale of similar property as of the Closing Date.

3.0 **VENDOR'S REPRESENTATIONS AND WARRANTIES**

3.1 The Vendor represents and warrants to the Purchaser that as of the date of this Agreement and the Closing Date:

- (a) the Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (b) the Vendor is the registered and beneficial owner of the Lands, and has good and marketable title to the Lands free and clear of all liens, charges, and encumbrances except for the Permitted Encumbrances;
- (c) no lien under the *Builders Lien Act* exists or is claimed with respect to the Lands nor any part of the Lands.

3.2 Except as expressly stated in section 3.1, the Vendor makes no representations or warranties with respect to the Lands. Without limitation, the Vendor makes no representations or warranties with respect to:

- (a) the compliance of the Lands with Environmental Laws, or the presence or absence of any Contaminants;
- (b) the sub-surface and soil conditions of the Lands and their suitability for the Purchaser's intended use of the Lands;
- (c) the availability of local government services that may be required for the Lands;
- (d) the zoning regulations or other municipal bylaws, or any statute or regulation of a governmental authority having jurisdiction that apply to the Lands or to the Purchaser's intended use of the Lands.

4.0 CONDITIONS

4.1 Conditions Precedent - Vendor

The obligation of the Vendor to complete the purchase and sale of the Lands on the Closing Date is subject to the following conditions precedent being satisfied on or before [date to be inserted]:

(a) **[Vendor to insert any conditions precedent]**

4.2 The conditions precedent in section 4.1 may not be waived. If such conditions precedent are not fulfilled within the time therein provided then the Purchaser's obligation to purchase the Lands and the Vendor's obligation to sell the Lands will be at an end.

4.3 Conditions Precedent - Purchaser

The obligation of the Purchaser to complete the purchase of the Lands on the Closing Date is subject to the following conditions precedent being satisfied or waived by the Purchaser on or before the dates set out below:

(a) **[Purchaser to insert any conditions precedent]**

4.4 The conditions precedent in section 4.3 are for the Purchaser's sole benefit and each may be waived unilaterally by the Purchaser, at the Purchaser's election. If the Purchaser does not give the Vendor notice of the satisfaction or waiver of all of such conditions precedent within the time therein provided then the Purchaser's obligation to purchase the Lands will be at an end.

5.0 RISK/POSSESSION

5.1 The Passing of Risk

The Lands are at the risk of the Vendor until completion of the closing under section 6.0.

5.2 Possession

The Purchaser shall have the right to vacant possession of the Lands on the Closing Date, subject only to the Permitted Encumbrances, upon completion of the sale and purchase of the Lands.

6.0 CLOSING PROCEDURE

6.1 The Closing

The closing of the purchase and sale of the Lands will occur on the Closing Date.

6.2 Vendor's Documents

On or before the Closing Date, the Vendor's solicitor will prepare the following for execution by the Purchaser:

- (a) a certificate regarding GST registration and status; and
- (b) such other documents and assurances as may be reasonably required by the Purchaser to give full effect to the intent and meaning of this Agreement.

6.3 Purchaser's Documents

On or before the Closing Date, the Purchaser's solicitor will deliver to the Vendor the following:

- (a) a duly executed registrable Form A Freehold Transfer (the "**Transfer**") transferring the Lands to the Purchaser free and clear of all liens, charges, and encumbrances except for the Permitted Encumbrances;
- (b) a certificate regarding GST registration and status;
- (c) the Purchaser's and Vendor's Statements of Adjustments; and
- (d) such other documents and assurances as may be reasonably required by the Vendor to give full effect to the intent and meaning of this Agreement.

6.4 Delivery of Closing Documents

The closing documents referred to in section 6.2(a) to 6.2(b) will be executed by the Purchaser and delivered to the Vendor's solicitors at least three (3) days before the Closing Date.

The closing documents referred to in section 6.3(a) to 6.3(c) will be executed by the Vendor and delivered to the Purchaser's solicitors at least three (3) days before the Closing Date.

6.5 Payment in Trust

On or before the Closing Date the Purchaser will pay to the Purchaser's solicitors in trust the balance of the Purchase Price under section 2.2(b), as adjusted under section 2.5.

6.6 Registration

Promptly following the payment in section 6.5 and after receipt by the Purchaser's solicitors of the documents and items referred to in section 6.2 and receipt by the Vendor's solicitors of the documents referred to in section 6.3, if any, the Purchaser will cause the Purchaser's solicitors to file the Transfer.

6.7 Closing

Promptly following the filing referred to in section 6.6 and upon the Purchaser's solicitors being satisfied, after conducting a post application search, that in the normal course of the Land Title Office's registration procedures the Purchaser will have a good and marketable freehold title to the Lands subject only to the Permitted Encumbrances, the Purchaser will cause the Purchaser's solicitors to make available to the Vendor's solicitors a trust cheque for the balance of the Purchase Price under section 2.2(b), as adjusted under section 2.5, plus the Deposit.

6.8 Concurrent Requirements

It is a condition of this Agreement that all requirements of this article 6.0 are concurrent requirements and it is specifically agreed that nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been so paid, executed and delivered and until the Purchaser's solicitors have satisfied themselves as to the Purchaser's title under section 6.7.

6.9 Discharge of Vendor's Encumbrances

The Purchaser acknowledges and agrees that if the Vendor's title to the Lands is subject to any financial encumbrances which is required to be discharged by the Vendor, the Vendor will not be required to clear title before the receipt of the net sales proceeds but will be obligated to so within a reasonable time following closing and the Purchaser will cause its solicitors to pay the balance of the adjusted Purchase Price to the Vendor's solicitors in trust on their undertaking

to discharge any such financial encumbrance in accordance with the Canadian Bar Association (BC Branch, Real Property Section) Standard Undertakings.

6.10 Election

If on the Closing Date the Vendor is in default in any material respect under any of the covenants and agreements to be observed or performed by the Vendor under this Agreement, the Purchaser may elect not to complete the purchase of the Lands under this Agreement or to complete the purchase of the Lands under this Agreement, in either case without prejudice to any rights or remedies the Purchaser may have in respect of the Vendor's breach or default.

6.11 Financing

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price to the Vendor until after the Transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and (c) made available to the Vendor, a Lawyer's or Notary's undertaking to pay the Purchase price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings.

7.0 MISCELLANEOUS

7.1 Time

Time is of the essence of this Agreement and the transactions contemplated in this Agreement notwithstanding the extension of any of the dates under this Agreement.

7.2 Relationship of the Parties

Nothing in this Agreement shall be construed so as to make the Purchaser a partner of the Vendor for any purpose and this provision shall survive the Closing Date or the termination of this Agreement.

7.3 Notice

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

7.4 Further Assurances

Each of the parties shall, at the expense of the other party, execute and deliver all such further documents and do such further acts and things as the other party may reasonably request from time to time to give full effect to this Agreement.

7.5 Non-merger

None of the provisions of this Agreement shall merge in the transfer of the Property or any other document delivered on the Closing Date, and the provisions of this Agreement shall survive the Closing Date.

7.6 Payment of Fees

Each party shall pay its own legal fees. The Purchaser shall be responsible for all registration fees payable in connection with the registration of the transfer of land referred to in paragraph 6.6.

7.7 Site Profile

The Purchaser hereby waives any requirement under the *Environmental Management Act* that the Vendor provide a site profile with respect to the Lands.

7.8 Goods and Services Tax

The Purchase Price does not include GST. On the Closing Date, the Purchaser will pay to the Vendor, in addition to the Purchase Price, the amount of GST eligible in respect of the transactions contemplated in this Agreement or, if the Purchaser is registered for GST purposes on the Closing Date, the Purchaser may self-assess the GST and account directly to the Canada Revenue Agency therefor, if the Purchaser provides the Vendor with a certificate signed by an officer of the Purchaser confirming the Purchaser's registration number and the Purchaser's registered status.

7.9 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, and other legal representatives and, to the extent permitted in this Agreement, their respective successors and assigns.

7.10 No Derogation from Statutory Powers

Nothing in this Agreement shall be interpreted as prejudicing or impairing the Vendor in the exercise of any statutory legislative powers under the *Local Government Act*, the *Community Charter* or any other enactment all of which may be exercised as if this Agreement had not been executed. Provided that the foregoing shall not restrict or limit the rights and remedies of the Purchaser resulting or arising from a breach or non-performance of the terms of this Agreement by the Vendor.

7.11 Extended Meanings

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

7.12 Headings

The headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7.13 Applicable Law

This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia.

7.14 Waiver

Except as may be specifically agreed in writing, no action or failure to act by a party to this Agreement shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

7.15 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Agreement supersedes all prior agreements, memoranda, and negotiations between the parties.

7.16 Schedules

Schedules attached to this Agreement form part of this Agreement.

8.0 OFFER

8.1 This Offer to Purchase/Purchase Contract is open for acceptance by the Vendor, in the manner indicated below, until but not after 4:00 p.m. Vancouver local time on _____, 20__ and if not accepted on or before such time and date will be absolutely null and void. This Offer to Purchase/Purchase Contract may be accepted by the Vendor executing this Offer to Purchase/Purchase Contract returning same to the Purchaser, and when accepted, will constitute a binding agreement of sale and purchase of the Property.

The Purchaser has executed this Offer to Purchase/Purchase Contract this _____ day of _____, 20__.

[NAME OF PURCHASER], by its)
authorized signatory(ies):)
)
)
_____)
Name:)
)
)
_____)
Name:)

9.0 ACCEPTANCE

9.1 The Vendor hereby accepts the above Offer to Purchase/Purchase Contract and covenants and agrees with the Purchaser to complete the sale of the Lands on the terms and conditions set forth above.

The Vendor has executed this Offer to Purchase/Purchase Contract on this ____ day of _____, 20_.

DISTRICT OF MACKENZIE, by its)
authorized signatory(ies):)
)
_____)
Name:)
)
_____)
Name:)





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