

## Jeff Shaw

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**From:** Matthew Sherwood <sherwooddevelopments@gmail.com>  
**Sent:** Wednesday, August 20, 2025 8:00 AM  
**To:** Jeff Shaw  
**Cc:** Jason Comin  
**Subject:** Fwd: Fw: Commercial Purchase Agreement  
**Attachments:** 2025-06-26 1622584 AB Ltd. PURCHASE CONTRACT.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Jeff,

It was nice to see you at the Council meeting last week. Thanks for your comments in helping navigate this process. As discussed at the council meeting, here is the offer to purchase the property from the Town.

Mark Baril has included a full list of disclosure documents as well as 2 conditions: general due diligence and approval of the use. (Do we need to have it listed specifically as a rezoning approval or is that wording good enough?) I'm thinking that the due diligence period might be better to be extended to the end of October, just based on the timing of council meetings and the election etc. Thoughts on that?

The offered price is \$150,000. The thought process was two fold:

- it makes sense to buy all 3 lots but not all of the land is needed for the building being built. To pay more for the land would put too much pressure on the land cost per SF of building
  - the development of a multi storey / mixed use property will be expensive to build but will be a great, modern addition to main street and will potentially attract businesses and residents to the town. It's a bit of an ambitious concept so we can't overburden it with the cost of the unutilized land.

Please let me know your thoughts on the offer. We can make any tweaks necessary and submit to the Town before their next meeting.

Thanks,

----- Forwarded message -----

**From:** Jason Comin <[jason.comin@pricecomin.ca](mailto:jason.comin@pricecomin.ca)>  
**Date:** Wed, Aug 13, 2025 at 5:22 AM  
**Subject:** Fw: Commercial Purchase Agreement  
**To:** Sherwood Developments Inc. <[sherwooddevelopments@gmail.com](mailto:sherwooddevelopments@gmail.com)>

Jason

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**From:** Mark Baril <[mark@cleartitlelaw.com](mailto:mark@cleartitlelaw.com)>  
**Sent:** Thursday, June 26, 2025 9:07 AM

**To:** Jason Comin <[jason.comin@pricecomin.ca](mailto:jason.comin@pricecomin.ca)>  
**Cc:** CTL Real Estate <[realestate@cleartitlelaw.com](mailto:realestate@cleartitlelaw.com)>  
**Subject:** Commercial Purchase Agreement

Good morning Jason,

Let's try this Koppe. Everything should be legible here. Let me know if you have any questions.

Mark

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**Mark Baril, B.Mgt., D.Lawyer, Mediator, Founder, Clear Title Law**  
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E [mark@cleartitlelaw.com](mailto:mark@cleartitlelaw.com) | W [cleartitlelaw.com](http://cleartitlelaw.com)

**Calgary Office** 204-1921 Mayart Magna Drive S, Little Rock AB T2R 2R8  
**Raymond Branch Office** 52 Broadway N, Raymond AB T0K 2S0



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Matthew Sherwood  
Sherwood Developments Inc.  
403-317-0641

# COMMERCIAL PURCHASE CONTRACT

## PART A – OFFER TO PURCHASE

This Contract is between

**THE SELLER**

and

**THE BUYER**

Name The Town of Cardston

Name 1622584 Alberta Ltd.

Name \_\_\_\_\_

Name \_\_\_\_\_

### **1. THE PROPERTY**

1.1 The Property is the Land, Buildings, Accepted Tenancies, Attached Goods (unless excluded) and included Unattached Goods located at:

Municipal Address: 37 9 Ave West, 15 9 Ave West, and 849 Main Street, Cardston AB T0K 0K0

Legal Description: Plan 7510346 Block/Unit 3 Lot 10

and Plan 1710212, Block 3, Lot 13, and Plan 7510346, Block 3, Lot 9

Title(s) # 751036873C., 191238549, and 171021144001. A copy of the existing Title(s) attached hereto as Schedule "A". If Condominium Property, legal description and details as described in Commercial Condominium Property Schedule (attached).

1.2 All Attached Goods (fixtures) except for: N/A

1.3 No Unattached Goods (specific chattels) except for: N/A

1.4 Title to the Property shall be subject to any reservations and exceptions stated on the Certificate of Title, non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions normally found registered against property of this nature, and non-financial encumbrances that have been accepted by the Buyer (the "Permitted Encumbrances"). Unless otherwise agreed in writing, the Title shall be free and clear of all other liens, encumbrances, registrations and obligations except those implied by law.

The Buyer agrees to accept the following Permitted Encumbrances: N/A

The Buyer agrees to accept the following tenancies (the "Accepted Tenancies"): N/A

**2. THE TRANSACTION**

**2.1** The Buyer and the Seller agree to act cooperatively, reasonably and in good faith.

**2.2** The Buyer hereby offers to purchase the Property for the Purchase Price specified and allocated below:

\$ 5,000.00 Initial Deposit

\$ 5,000.00 Additional Deposit

\$ \_\_\_\_\_

\$ \_\_\_\_\_ New Financing

\$ \_\_\_\_\_ Seller Financing (as per attached Financing Schedule)

\$ \_\_\_\_\_ Other Value

\$ \_\_\_\_\_

\$ 140,000.00 Balance Owning

\$ 150,000.00 Purchase Price (plus GST, if applicable)

**2.3** The Purchase Price does not include GST. In the event that GST is payable and the Buyer is not a GST registrant, then the Buyer shall remit the applicable GST to the Seller's lawyer on or before Completion Day.

**2.4** Other than the Deposits, the Buyer shall pay the Purchase Price by lawyer's trust cheque, bank draft or other agreed value.

**3. DEPOSITS**

**3.1** All Deposits shall be delivered in trust to Clear Title Law

Unless otherwise agreed in writing, the Initial Deposit shall accompany the offer. \_\_\_\_\_

**3.2** The Initial Deposit shall be deposited no later than the third Business Day following the day that Final Signing occurred (as per clause 17.1) or the third Business Day following the receipt of the Initial Deposit, whichever is last.

**3.3** Any Additional Deposits shall be delivered in trust as follows To Clear Title Law within 3 days after Satisfaction or Waiver of all Conditions. Additional Deposits shall be deposited no later than the third Business Day following the day the Additional Deposit is received.

**3.4** In the event that either Deposit(s) are undelivered or returned by the financial institution as funds not cleared or non-sufficient funds, then the Buyer must replace the Deposit(s) by money order, bank draft or lawyer's trust cheque within two (2) Business Days of being notified that the Deposits did not clear. If the Buyer fails to provide the Deposit(s), the Seller may, at its discretion, terminate the Contract by notice in writing to the Buyer within two (2) Business Days.

**3.5** Unless otherwise agreed in writing, no interest on the Deposits shall be paid to the Seller or the Buyer. \_\_\_\_\_

**3.6** The Deposits shall be held in trust for both the Seller and the Buyer and shall be:

- (a) applied against the Commission and paid directly out of trust to the brokerage(s) when the Commission is earned in accordance with the terms of the Seller Brokerage Agreement or other commission agreement signed by the Seller;
- (b) returned forthwith to the Buyer if this offer is not accepted and the cheque has not been deposited;
- (c) refunded forthwith to the Buyer if this offer is not accepted and the Buyer's cheque has cleared the brokerage's trust account;
- (d) refunded forthwith to the Buyer upon the Buyer's cheque clearing the brokerage's trust account if a condition is not satisfied or waived (as per Section 8) or the Seller fails to perform on this Contract; and
- (e) forfeited to the Seller if this offer is accepted and all conditions are satisfied or waived and the Buyer fails to perform on this Contract.

**3.7** The brokerage holding the Deposits is further directed and authorized to pay that portion of the Deposits exceeding the Commission in trust to the Seller's lawyer no later than two (2) Business Days prior to the Completion Day.

- 3.8** If there is a dispute between the Seller and the Buyer as to entitlement to the Deposits then:
- (a) the brokerage holding the Deposits shall review the circumstances, determine entitlement and pay the money to the party who is entitled to the Deposits;
  - (b) if no reasonable conclusion can be made in regard to (a) above, the brokerage shall notify the parties to the Contract in writing and shall pay the money into a lawyer's trust account;
  - (c) the parties agree to allow the lawyer and/or the brokerage to deduct from the Deposits a reasonable fee and costs incurred for dealing with the Deposits;
  - (d) a brokerage and/or lawyer acting in good faith under this clause shall not be liable to either party for any damages associated with the handling of the Deposits except as arising from the negligence of the brokerage or lawyer.
- 3.9** In the event that the brokerage holding the trust funds ceases to be licensed in real estate, the Buyer and the Seller agree to allow the trust funds to be transferred to the brokerage representing the other party.

#### **4. CLOSING**

- 4.1** Subject to compliance with the terms hereof, possession of the Property shall be available and given to the Buyer on or before 12 noon on the 31st day of March, 2026 (or prior - see Additional Terms - 7.5(2)), (the "Completion Day"), subject to the rights of the Accepted Tenancies, if any.  
When the Buyer obtains possession, the Property will be in substantially the same condition as it was in when this Contract was accepted.
- 4.2** All normal adjustments for the Property including but not limited to taxes, local improvement levy and assessments, municipal charges, rents, utilities, tenant deposits including interest, prepaid rent, mortgage principal and interest that are applicable with respect to the Property shall be adjusted as of 24:00 hours on the Completion Day. The Buyer shall assume all local improvements, assessments and charges against the Property as of that time.
- 4.3** Closing documents shall:
- (a) consist of the transfer of land (the "Transfer") in registerable form together with all applicable conveyancing documents normally expected in a commercial transaction of this nature;
  - (b) include estoppel certificates for each of the Accepted Tenancies (if applicable); and
  - (c) be prepared at the expense of the Seller and delivered to the Buyer's lawyer within a reasonable time to confirm registration prior to the Completion Day.
- 4.4** In the event the Seller fails to deliver the Transfer to the Buyer's lawyer within such reasonable time, then the Buyer shall not be obliged to pay interest on that portion of the cash to close attributable to the Buyer's own funds, excluding mortgages, provided that those funds are paid to Seller's lawyer in trust, until the Buyer has a reasonable time in which to register the Transfer.
- 4.5** The Seller's lawyer may use the Purchase Price to pay out all mortgages, condominium contributions, registrations and other financial obligations that are the Seller's obligation to pay or discharge. Within a reasonable period of time after the Completion Day, the Seller's lawyer will provide the Buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title and an estoppel certificate evidencing the payment of all condominium contributions that are the Seller's obligation to pay.
- 4.6** All money due and owing to the Seller including GST, if applicable, shall be paid to the Seller's lawyer on or before the Completion Day. If the Seller agrees to accept payment after the Completion Day, the Buyer shall pay interest at a rate of 3% per annum above the prime rate set by the Alberta Treasury Branch on all monies owing to the Seller, from the Completion Day to and including the date that the monies owing have been unconditionally paid. Payment received after noon on any day will be payment as of the next Business Day.
- 4.7** If a new mortgage is a condition of this Contract, the Seller agrees to trust conditions that allow the Buyer's lawyer to register the Transfer so as to obtain the advance of mortgage funds on the new mortgage, provided however that the Buyer's lawyer undertakes, accepts, and complies with reasonable trust conditions imposed by the Seller's lawyer until the Seller has been paid the total Purchase Price.
- 4.8** The Seller's lawyer has a right to prepare (at the expense of the Buyer) any mortgage or agreement for sale between the Seller and the Buyer.

#### **5. INSURANCE**

- 5.1** The risk of loss or damage to the Property will lie with the Seller until the Purchase Price is paid according to the terms of this Contract. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.

**6. REPRESENTATIONS AND WARRANTIES**

- 6.1** The Seller represents and warrants to the Buyer that:
- (a) the current use of the Land and Buildings complies with the existing municipal land use bylaw;
  - (b) the Buildings and other improvements on the Land are not placed partly or wholly on any easement or utility right-of-way and are entirely on the Land and do not encroach upon neighbouring lands, except where an encroachment agreement is registered on title, or in the case of an encroachment into municipal lands or a right-of-way, the municipality has endorsed encroachment approval directly on the real property report;
  - (c) the location of Buildings and other improvements on the Land complies with all relevant municipal bylaws, regulations or relaxations granted by the appropriate municipality prior to the Possession Date, or the Buildings and other improvements on the Land are "non-conforming buildings" as that term is defined in the *Municipal Government Act* (Alberta);
  - (d) the current use of the Land and Buildings and the location of the Buildings and other improvements on the Land comply with any restrictive covenant on title;
  - (e) to the best of the Seller's knowledge, there is no legal action outstanding with respect to the Property;
  - (f) the Seller is not in breach of any contract with respect to the Property;
  - (g) the Seller is not in breach of any obligation to any third party with respect to the Property;
  - (h) within the meaning of the *Income Tax Act* (Canada), the Seller is not now nor will be on the Completion Day a non-resident of Canada nor an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada;
  - (i) \$ N/A is the current monthly condominium contribution payable (fee for administrative and other expenses); and
  - (j) except as otherwise disclosed, the Seller is not aware of any defects that are not visible and that may render the Property dangerous or potentially dangerous to occupants or unfit for habitation.
- 6.2** All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Day, unless otherwise agreed in writing.
- 6.3** The Seller and the Buyer each acknowledge that, except as otherwise described in this Contract, there are **no other warranties, representations or collateral agreements** made by or with the other party, the Seller's brokerage and the Buyer's brokerage about the Property, any neighbouring lands, and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the Land and Buildings or the existence or non-existence of any environmental condition or problem.
- 6.4** The representations and warranties in this Contract may be enforced after the Completion Day, provided that any legal action is commenced within the time limits prescribed by the *Limitations Act* (Alberta).
- 6.5** The Buyer shall have the right to register a **caveat** against the title to the Property upon the acceptance of this offer by the Seller. Should the Buyer fail to perform this Contract, it agrees to forthwith discharge that caveat.

**7. ADDITIONAL TERMS**

- 7.1** All time periods, deadlines and dates in this Contract shall be strictly followed and enforced. All times will be Alberta time unless otherwise stated.
- 7.2** Neither the Buyer or the Seller shall assign its interest in the Property without the written approval of the other, such approval not to be unreasonably withheld.
- 7.3** All changes of number and gender shall be made where required.
- 7.4** This Contract will be governed by the laws of the Province of Alberta. The parties submit to the exclusive jurisdiction of the Courts in the Province of Alberta for any dispute that may arise out of this transaction.
- 7.5** The following terms are a part of this Contract: 1) The Municipality will deliver to the Purchaser, at no cost, all documents, reports, and information in its possession or control relating to the following matters concerning the Property within 10 days after acceptance of this Offer: a) Geo technical and environmental conditions; b) Utilities and services, including connection fees and availability; c) Zoning, land use, and any other relevant bylaws or regulations; d) road access options to the Property e) any known issues, concerns or restrictions related to the Property that could impact its suitability for commercial use as an office space. The Seller warrants that the information provided is accurate to the best of its knowledge at the time of delivery. The Purchaser relies on this information for the purpose of assessing the suitability of the Property for its intended use. 2) The Buyer shall be entitled to amend the closing date to such earlier date as they may determine, upon 2 weeks notice to seller.

**8. CONDITIONS****8.1 The Buyer's Conditions are:****(a) Financing Condition**

It is a condition precedent of this offer that the Buyer, as per clause 2.2, is able to place a new mortgage(s) upon terms acceptable to the Buyer. The Buyer shall have the opportunity to obtain such financing until

☐ Before 5 p.m. on \_\_\_\_\_, 20\_\_\_\_\_, (the "Condition Day").

**(b) Due Diligence Condition**

(i) Within three (3) Business Days of the Final Signing of this Contract, as per clause 17.1, the Seller will provide to the Buyer true copies of all agreements/documents/materials that reasonably relate to the property and to the Buyer's Conditions and which are in the possession of the Seller or under its control (the "Documents"). The Documents will include: any Permitted Encumbrances; Accepted Tenancies; financial records and statements respecting the Property and any operating agreements that the Buyer is to assume; all engineering, mechanical, electrical, plumbing, roof, heating, ventilation, construction or similar reports, assessments, plans, drawing, specifications,

relevant correspondence or work orders; environmental reports; and Utilities and Services Connection information, fees and other costs; Zoning information; Development Restrictions or Requirements

(ii) The Buyer may also, at its expense, retain consultants to conduct searches and such inspections, reviews and tests and to produce such observations, reports or assessments regarding the Property as it deems necessary, and for these purposes the Buyer and its authorized representatives, acting reasonably, will have access to the Property after Final Signing and during normal business hours. The rights of the existing tenants must be respected and the Buyer will be responsible for all damages caused by its representatives. The Seller will provide the Buyer with such written authorizations and other assistance when reasonably required by the Buyer to facilitate its inspections, reviews or tests.

It is a condition precedent of this offer that the information be satisfactory to the Buyer.

Before 5 p.m. on September 30, 2025, (the "Condition Day").

The Buyer shall keep all information obtained in strict confidence and shall only make the information available to the Buyer's employees, agents and professional advisors in strict confidence and shall return all of the above materials including all copies to the Seller before any Deposits are released to the Buyer pursuant to this Contract.

**(c) Condominium Documents Condition**

This Contract is subject to the Buyer's Condition regarding Condominium Documents as per attached Commercial Condominium Property Schedule. ☐ Yes ☒ No

Before 5 p.m. on \_\_\_\_\_, 20\_\_\_\_\_, (the "Condition Day").

**(d) Additional Buyer's Conditions**

Municipal Approval for the Buyer's intended development and use of the Property

Before 5 p.m. on September 30, 2025, (the "Condition Day").

**8.2 The Seller's Conditions are:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Before 5 p.m. on \_\_\_\_\_, 20\_\_\_\_\_, (the "Condition Day").

**8.3 Unless otherwise agreed in writing, the Buyer's Conditions are for the sole benefit of the Buyer and the Seller's Conditions are for the sole benefit of the Seller. The Buyer and Seller must use reasonable efforts to satisfy their respective Conditions.****8.4 The Buyer and the Seller may unilaterally waive or acknowledge satisfaction of their Conditions by giving a written notice to the other party on or before the stated Condition Day. If that notice is not given, then this Contract is ended immediately following that Condition Day and the Deposit(s) plus any earned interest will be returned to the Buyer and all agreements, documents, materials and written information exchanged between the parties will be returned to the Buyer and Seller respectively.**

- 8.5** Subject to clause 8.3, the Buyer and the Seller may give written notice to the other party on or before the stated Condition Day advising that a Condition will not be waived, has not been satisfied and will not be satisfied on or before the Condition Day. If that notice is given, then this Contract is ended upon the giving of that notice.

## **9. ATTACHED SCHEDULES**

- 9.1** The following Schedules form part of this Contract and are attached:

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Schedule A (copy of Title)     | <input type="checkbox"/> Schedule B (other documents) | <input type="checkbox"/> Financing Schedule    |
| <input type="checkbox"/> Commercial Condominium Property Schedule  | <input type="checkbox"/> Addendum                     | <input type="checkbox"/> Seller Financing      |
| <input type="checkbox"/> Assumption of Mortgage/Agreement for Sale | <input type="checkbox"/> Other Value                  | <input type="checkbox"/> Other Schedules _____ |

## **10. REMEDIES/DISPUTES**

- 10.1** If the Seller or the Buyer fails or refuses to complete the Contract according to its terms, then the other party may pursue all available remedies. The Seller's remedies include keeping the Deposits and claiming additional damages. Both the Seller and the Buyer can claim reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.

## **11. SECURITY FOR BROKERAGE REMUNERATION**

- 11.1** The Seller does hereby irrevocably assign to the Seller's brokerage enough of the Purchase Price to pay all sums due and owing to the Seller's brokerage, and agrees to pay any unpaid balance of the Commission to the Seller's brokerage.

## **12. ADVICE**

- 12.1** This Contract is intended to create binding legal obligations. The Seller and the Buyer should read this Contract carefully and are encouraged to obtain legal advice before signing.
- 12.2** This Contract may be signed and sent by fax or by email and these procedures will be as effective as signing and delivering an original copy.
- 12.3** Unless there is a written agreement for alternate representation, the Seller's brokerage (including its broker, all associate brokers and associates) represents the Seller as Seller's Agent and does not have a fiduciary relationship with the Buyer, and the Buyer's brokerage (including its broker, all associate brokers and associates) represents the Buyer as Buyer's Agent and does not have a fiduciary relationship with the Seller.
- 12.4** The Buyer and Seller agree that the sale and other related information regarding this transaction may be retained and disclosed by the brokerage and/or its real estate board(s) as required for closing and for reporting, appraisal and statistical purposes.

## **13. DEFINITIONS**

- 13.1** In this Contract:
- (a) *Business Day* means every day but Saturday, Sunday and statutory holidays.
  - (b) *Commission* means the sum owing from the Seller for services rendered under the Seller Brokerage Agreement plus GST.
  - (c) *Seller Brokerage Agreement* means any written service or commission agreement obligating the Seller to pay remuneration.
  - (d) *Notice* means any notice referred to in this Contract and includes communication of the acceptance of an offer to purchase.
  - (e) *Unless otherwise agreed in writing* means either changes made to the terms of this Contract that are agreed to by both the Seller and the Buyer, or a written agreement by letter or otherwise between the Seller or the Seller's lawyer and the Buyer or the Buyer's lawyer.



**14. REPRESENTATIVES/NOTICE/COMMUNICATION****Note: This section must be filled out in full.**

- 14.1** As long as the Representative information in 14.3 is completed, the identified Representatives are authorized to send and receive any Notices, documents and information on behalf of their respective clients in person, by fax, or by email. Buyer and Seller acknowledge there are risks with each of these methods.
- 14.2** Buyer and Seller agree that any Notices, documents and information exchanged between the parties in person, by fax, or by email will be considered effective at the time they are sent.
- 14.3** The following addresses must be used for all communication between Buyer, Seller and their Representatives, unless otherwise stated. If the information changes, Buyer and Seller must tell each other, in writing, through their Representatives, within two Business Days of the change.

**Designated Address for Communication:****The Buyer acknowledges that the following is the designated address for communication for all buyers.**Name 1622584 AB Ltd. c/o Jason CominAddress Box 1800 Cardston, AB T0K 0K0

(postal code)

Phone 403-795-5001

Fax \_\_\_\_\_

Email jason.comin@pricecomin.ca**Buyer Brokerage Information:**

BROKERAGE:

Name N/A

Address \_\_\_\_\_

(postal code)

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

BROKERAGE REPRESENTATIVE:

Name N/A

Address: c/o the Brokerage

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

**The Seller acknowledges that the following is the designated address for communication for all sellers.**Name The Town of Cardston c/o Jeff ShawAddress P.O. Box 280, Cardston AB T0K 0K0

(postal code)

Phone (403) 653-3366

Fax \_\_\_\_\_

Email jeff@cardston.ca**Seller Brokerage Information:**

BROKERAGE:

Name N/A

Address \_\_\_\_\_

(postal code)

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

BROKERAGE REPRESENTATIVE:

Name N/A

Address: c/o the Brokerage

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_, 20<sup>25</sup>\_\_\_\_\_.

**1622584 Alberta Ltd.**

**Buyer's GST # 848805107 RT0001**

## 16. ACCEPTANCE

## The Town of Cardston

**Seller's GST #** \_\_\_\_\_

## 17. FINAL SIGNING

**Initials of the person(s) who signed last \_\_\_\_\_**

**CONVEYANCING****BUYER:**Name 1622584 AB Ltd - c/o Jason Comin

Name \_\_\_\_\_

Address Box 1800

Address \_\_\_\_\_

Cardston, AB T0K 0K0

(postal code) \_\_\_\_\_

Phone 403-795-5001 Fax \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email jason.comin@pricecomin.ca

Email \_\_\_\_\_

**BROKERAGE:****BROKERAGE REPRESENTATIVE:**Name N/AName N/A

Address \_\_\_\_\_

Address: c/o the Brokerage

(postal code) \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

**LAWYER:**Name Clear Title Law - Attn: Mark BarilAddress #204, 1921 Mayor Magrath Dr. S.Lethbridge, AB T1K 2R8

(postal code) \_\_\_\_\_

Phone 587-800-5895Fax 587-800-5845Email realestate@cleartitlelaw.com**SELLER:**Name Town of Cardston c/o

Name \_\_\_\_\_

Address P.O. Box 280, Cardston AB T0K 0K0

Address \_\_\_\_\_

Cardston, AB T0K 0K0

(postal code) \_\_\_\_\_

Phone 403-653-3366 Fax \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_@cardston.ca

Email \_\_\_\_\_

**BROKERAGE:****BROKERAGE REPRESENTATIVE:**Name N/AName N/A

Address \_\_\_\_\_

Address: c/o the Brokerage

(postal code) \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

**LAWYER:**

Name \_\_\_\_\_

Address \_\_\_\_\_

(postal code) \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



# SCHEDULE "A" TITLE 1

## LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

TITLE NUMBER

0018 109 488

7510346;3;10

751 036 873 C .

### LEGAL DESCRIPTION

PLAN 7510346

BLOCK 3

LOT 10

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF CARDSTON

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
751 036 873	25/04/1975		\$12	

### OWNERS

THE TOWN OF CARDSTON.  
OF CARDSTON  
ALBERTA

### ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		

NO REGISTRATIONS

TOTAL INSTRUMENTS: 000

( CONTINUED )

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 24 DAY OF JUNE,  
2025 AT 07:50 A.M.

ORDER NUMBER: 54103654

CUSTOMER FILE NUMBER: 0135-002



\*END OF CERTIFICATE\*

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THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .



# SCHEDULE "A" TITLE 2

## LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0037 471 737           1710212;3;13           191 238 549

### LEGAL DESCRIPTION

DESCRIPTIVE PLAN 1710212  
BLOCK 3  
LOT 13  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4;25;3;9;SE  
ATS REFERENCE: 4;25;3;4;NE  
ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF CARDSTON

REFERENCE NUMBER: 171 124 996

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
191 238 549	22/11/2019	TRANSFER OF LAND	\$37,508	\$37,508

### OWNERS

THE TOWN OF CARDSTON.  
OF P.O. BOX 280,  
CARDSTON  
ALBERTA T0K 0K0

### ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
------------------------	--------------	-------------

NO REGISTRATIONS

TOTAL INSTRUMENTS: 000

( CONTINUED )

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 24 DAY OF JUNE,  
2025 AT 07:50 A.M.

ORDER NUMBER: 54103654

CUSTOMER FILE NUMBER: 0135-002



\*END OF CERTIFICATE\*

---

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



# SCHEDULE "A" TITLE 3

## LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0037 471 729	7510346;3;9	171 021 144 +1

### LEGAL DESCRIPTION

PLAN 7510346

BLOCK 3

LOT 9

EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 1710212	DESCRIPTIVE	0.038	0.09

EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4;25;3;9;SE

ATS REFERENCE: 4;25;3;4;NE

ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF CARDSTON

REFERENCE NUMBER: 971 231 574

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

171 021 144 24/01/2017 DESCRIPTIVE PLAN

### OWNERS

THE TOWN OF CARDSTON.

OF P.O. BOX 280,

CARDSTON

ALBERTA T0K 0K0

### ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS

NO REGISTRATIONS

TOTAL INSTRUMENTS: 000

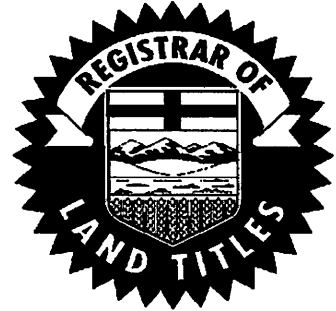
( CONTINUED )



THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 24 DAY OF JUNE,  
2025 AT 07:50 A.M.

ORDER NUMBER: 54103654

CUSTOMER FILE NUMBER: 0135-002



\*END OF CERTIFICATE\*

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