

OFFER TO PURCHASE

Between:

Développement des Rives
1000 De la commune est No. 626 Montréal H2L 5C1 514 941-8000
Represented by Yvan Lefrancois lefrancoisyvan@yahoo.ca
Hereinafter the "Seller"

And

Ms. and/or Mr.:
Residing at:
Hereinafter the "Buyer"

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Residing at:
Hereinafter the "Buyer"

The Seller and Buyer agree to the following:

The Seller hereby promises to sell to the Buyer, who in turn promises to buy, the property described hereinafter.

Description of property:

The property that is the subject of this offer to purchase is located in the town of Chertsey, and is legally described as:

Cadastral lot number: _____

Municipality of: Chertsey _____

Lot approximate surface area: _____ square metres.

Price:

The property's purchase price shall be	\$ _____
Plus GST (5% of purchase price)	\$ _____
Subtotal:.....	\$ _____
Plus QST (9.5 of subtotal sum).....	\$. _____
Total:.....	\$ _____
Minus deposit amount paid by cheque <input type="checkbox"/> or in cash <input type="checkbox"/>	\$ _____

BALANCE OF PURCHASE PRICE:

With this offer to purchase the property for the price of _____ dollars, the Buyer gives a deposit by cheque n° _____, issued on _____, to the Seller, who acknowledges the sum as a deposit on the purchase price due.

Comment:

The deed of sale shall be signed before the Seller's notary, Louise Tessier, on or before _____.

Office (address and) phone number: _____ 450 752-5540.

NOTE: All adjustments regarding taxes shall be made as of the date of signing of the deed of sale.

Rights:

This property shall be entitled to rights of way in perpetuity through all private roads and paths leading to said property from the public road.

Obligation(s) of the Seller:

The Seller shall provide the Buyer with a valid title of ownership, free of any prior claim, mortgage, real right or other charge.

Obligation(s) of the Buyer:

The Buyer and/or the Buyer's heirs and/or beneficiaries and/or assigns and/or representatives agree to the following:

RULES

Obligations of the Buyer:

1. Taking the property "as is," declaring himself satisfied therewith after having visited and inspected the property, and also declaring having duly verified with the appropriate authorities that his intended use of the property complies with the laws and regulations currently in effect.
2. Adhering to the requirements set out under the Act Respecting Land Use and Development as well as any other regulatory and/or legal requirements pertaining to property purchases and/or governing cadastral operations that may and/or must be performed.
3. Respecting the rules decreed by the municipality and the various levels of government.
4. Granting rights of way, and consenting to the cutting and pruning operations the rightful authorities and public utilities (e.g. Hydro-Québec, Bell Canada, etc.) shall be required to

- perform in order to build and maintain the power and/or telephone lines, including the installation of poles and anchors necessary to extend said lines near the access road.
5. Maintaining the property in such a way as to keep any trash or unsightly items from being visible from the road.
 6. Tree cutting/pruning shall not exceed twenty-five (25%) of the property's current canopy.
 7. New constructions may not have a vinyl or aluminum exterior.
 8. Recreational vehicles and temporary shelters must not be visible from the road or lake.
 9. No commercial activity may be conducted other than cottage rentals.
 10. Dusk-to-dawn lights are forbidden on the premises.
 11. Lawn and asphalt are forbidden inside the shoreline protection zone, and the driveway may not be paved (15 metres).
 12. Granting rights of way to the lake, whether on foot, by car or other vehicle, is forbidden.
 13. The private road will be held in undivided co-ownership by the Buyer and the other property owners on the estate/grounds of Lac _____. For the first year, the Buyer will pay the \$450 maintenance fee directly to the Seller. In the years thereafter, the maintenance fee shall be payable to the association of Lac _____ or Développements des Rives, which will be in charge of the road's maintenance.
 14. Late fee payments shall bear interest at a rate of 2% per month. A \$100 penalty charge shall apply after 60 days, and any collection fees will be incurred by the Buyer. The Buyer shall join the association of Lac _____ and pay the annual membership fee.
 15. Being solely responsible for any reasonable fees stemming from common fence, ditch and other jointly performed work, for as long as the Seller owns the adjacent property.
 15. Riding all-terrain vehicles, motorcycles or snowmobiles on the private road is not permitted other than for going directly from your property to the trail in the woods. Snowmobiling on the lake is forbidden.
 16. Operating a boat with a motor on the lake is forbidden, unless the boat is equipped with an electric motor.
 17. It is forbidden to breed animals on the property.
 18. Hunting and trapping on the property shall be strictly forbidden.
 19. The Seller shall not be liable for damages or accidents that may occur on the private road, unless they result from a fault, omission or negligence on the Seller's part.
 20. The Seller shall not be liable for accidents that may occur on the lake, unless they result from a fault, omission or negligence on the Seller's part.
 21. Breaching any of the terms and conditions described in paragraphs 4 through 24 shall entitle the owner – either the owner of the property as defined in Paragraph 1 of the "Creation of Easement" clause herein, or the owner of the lake, depending on the situation – to pursue all remedies, including injunction, such remedies being cumulative and not alternative.
 22. The above terms and conditions as set out in paragraphs 4 through 24 constitute an actual and permanent easement against the property as the servient tenement and in favour of the properties designated in Paragraph 1 of the CREATION OF EASEMENT clause as the dominant tenement.

Both parties declare having read and understood all of the clauses set out herein and having received a copy of this offer to purchase.

Drawn up and signed in _____

On _____

Signatures shall be preceded by the handwritten words:

Seller: "read and approved" / "valid offer to purchase"

Buyer: "read and approved" / "valid offer to purchase"

Buyer: "read and approved" / "valid offer to purchase"