



**STOP  
AND THINK**  
before you sign.

**URGENT**

# Information Regarding the Proposed Babych Group Development of Meadowlark Park

Chinook Village

July 2020





**To the residents of Meadowlark Park,**

Earlier this month the Board issued and delivered a flyer to the community indicating that it would seek legal advice regarding the proposed development plan by the Babych Group (“BG”). During the past 2 years the Meadowlark Park Community Association Board (“Board”) has been working actively to become the eyes and ears of Meadowlark Park regarding any proposed developments in the community. We have actively followed all the development permits that have been applied for and/or implemented in the community and have remained neutral in our views. We have consistently opposed any development that fell outside of R-C1 zoning and opposed any renovation or re-development that applied for any relaxations from the current development codes. Our Board mandate is to follow the needs of the community and we have had ongoing support to maintain the current zoning and density bylaws established by the City of Calgary.

During the past six months we have also been working with a group of over 33 communities who are actively opposing the implementation of the “Guidebook for Great Communities” that has been introduced to the current City Council by City Administration. We are hopeful that the work and lobbying by this dedicated group will be able to stop the implementation of the initiative in its’ current form and will be pushed back to the City Planning Department for revisions – ones that include the voices of the effected communities.

Earlier this month the Board issued and delivered a flyer to the community regarding the proposed development. The feedback we received to date was that the financial offer provided in the draft “Option to Purchase” was generous however the risks of signing the document were many. In the past six months the Board has received unsolicited views from community members and this information has confirmed that there is overwhelming support for maintaining the current zoning. As a Board we will continue to represent our constituents to the best of our abilities with the recognition that this is a Board made up of dedicated volunteers and our membership enrollment ranges from 100 – 150 depending on the year and how hard we canvas. The views expressed in this flyer do not represent our individual views and our goal is to provide information to our constituents that will compliment any other information you may be using for making a decision on the future of your home and our community.

We STRONGLY urge each of you to obtain competent legal advice prior to signing any documentation provided by BG. The financial offer is a carrot that may have negative consequences on yourself, your family and the overall community. This is an important decision – not one that should be taken lightly. Please take the time to educate yourself to fully understand any risks associated with this proposal before you make any decisions.

Verna Leask (on behalf of the Board)

President, Meadowlark Park Community Association

v\_leask@shaw.ca

# Introduction

The purpose of this document is to encourage Meadowlark Park residents to think about the key risks of this proposed development. The carrot in this proposal is a “possible” additional \$500,000.00 in your pocket IF the project is a success. What the proposal does not address is any “what if’s”. The carrot that is dangled in front of you to “get you to sign” can suddenly become a large impediment on the value of your home, the value of your community and possibly the lifestyle and surroundings you chose. There are several ways this development could fail and this could very likely have an adverse effect on the price of your home and your ability to sell your property.

In no way does the development proposal match the “Option to Purchase”. There is no reasonable expectation that any of this could occur unless you are privy to the potential, multiple sales contracts between BG and perspective developers. Unless the developers are contractually bound to the vision of the new community; NOTHING is written in stone.

It is hard to imagine anyone not wanting an additional \$500,000.00 in their pockets; however, the proposal does not have ANY guarantees and offers BG NO risks. They can walk away from this at any stage of the process with no penalties. In the meantime, our community is left in a state of unknown; can you reasonably sell your home with such a restrictive caveat? If your home does sell will you need to take a discount due to the extended uncertainty? If it seems too good to be true then it probably is.

Signing this document might be one of the most important decisions you have to make in your life. Think carefully how this might impair your own situation and the situation of others. This document is intended to “open up all the eyes in the neighborhood” so that if you do sign you have done it with a certain amount of information. In the end it is up to you to make an informed decision; whatever you choose.



# Meadowlark Park Development and Re-Zoning Proposal

## – Babych Group Option Contract

### **Points for Consideration**

As you know the Babych Group (BG) proposes to acquire all 276 homes in Meadowlark Park (including Maple Place) and seeks to re-zone the entire community from R-CI to DC through an Option to Purchase Agreement (“Option Contract”). BG indicates that DC or “Direct Control” allows for variable zoning in our community, presumably to enable various size towers, including high rise residential, along with office and retail development.

The questions asked by the Board arise from BG’s Chinook Village booklet (“Booklet”) and BG’s information handout provided in community information sessions (“BG Information Handout”).

### **BG Option Contract and Caveat**

The Board has repeatedly asked BG for the Option Contract that they will ask homeowners to sign and have only received a “draft” contract and caveat so far (original “draft” attached).

An Option Contract as proposed by BG gives BG or a developer an option to buy your home on certain terms and subject to certain restrictions.

If all goes well, and the plan as presented by BG actually happens, the homeowner is to receive the highest assessed value of their home from 2015 to the date of signing the Option Contract; plus, any compensation for recent renovations that BG is prepared to accept (by individual negotiation); plus,

\$500,000.00 (the “Purchase Price”). The Option Contract makes no reference to the components of the Purchase Price, other than to provide space for a blank purchase amount. You may wish to consider whether \$500,000.00 incentive could be subject to tax.

If you sign the Option Contract, and everything goes well, BG proposes that your home be assigned to a “pod” of 5 or 6 other homes, that adjoin or are in close proximity to your home, and be subject to what BG calls a “Land Lock-Up” (BG Information Handout), in a holding company or HOLDCO, until the rights to the Option Contracts for your “pod” are sold to a developer. The Option Contract makes no reference to this process and no reference to the terms that govern the process. If all goes well:

1. the Option Contracts for each “pod” of homes will eventually be sold to a developer;
2. the developer will have 12 months from that date to decide whether or not they wish to exercise the option to buy your home (BG Information Handout);
3. if the option is exercised, the developer is to pay a “non-refundable” deposit to each optioned homeowner in the amount of \$100,000.00 to be held in trust until the closing date (8 months after the option is exercised); and
4. on the closing date, the balance of the Purchase Price is to be paid and ownership of your home transferred to the developer, provided the deal closes.

In the BG Information Handout this process is referred to as the “Payout Structure”.

As the Board understands it, you will be allowed to continue to live in your home and be responsible for such things as the maintenance and upkeep of your property, payment of taxes and insurance. However, you need to think about what happens if the deal does not close. Ask yourself what happens if there is a dispute about why the deal failed to close? Ask yourself whether you will get the \$100,000.00 “non-refundable” deposit if the developer believes you are the problem, and how much time, effort and expense that will cost you to settle?

The draft Option Contract makes no mention that the deposit is “non-refundable” and is unclear as to whether your lawyer or the developer’s lawyer is to hold the deposit in trust. On page 3 of the draft it appears that the developer’s lawyer is to hold the deposit in trust (3.3), but page 2 (2.3 b) seems to suggest that your lawyer is to hold the deposit in trust. You need to ask yourself who holds the deposit (and who you think it should be) and whether the deposit is “non-refundable”?

The draft Option Contract also seems to suggest (3.4), that if the deal closes, your appliances and furniture and who knows what else on your property (“chattels”) are to be transferred to the developers. Is this what you want?

There seems to be a number of moving parts that need to successfully come together for all to go well.

*We know there are no guarantees in life that all will go well.* Life is full of surprises, unexpected challenges and hardships – the Covid- 19 pandemic, depressed economic conditions, rising unemployment and an abundance of uncertainty about the future readily come to mind for all of us. There are risks. As a practical matter, it seems that the best we can try to do is attempt to lessen the risks and understand who is accountable for the damage that risks may cause.

The BG Meadowlark Park development and re-zoning proposal carries risks too.

BG does not guarantee that all will go well and does not guarantee that their plan and vision as presented by BG in the Booklet and the BG Information Handout will actually happen.

There are at least two significant restrictions that raise questions you need to carefully consider before you sign any Option Contract.

## **1. “Land Lock-Up” and Caveat**

Based on the Booklet and the BG Information Handout, the Option Contract essentially freezes or in the words of BG creates a “Land Lock-Up” of your home for the benefit of BG and developers until the contract expires on March 31, 2026.

A caveat is registered on the title to your home to provide notice of the Option Contract (to any potential buyers, banks, etc.) and once registered the caveat represents a claim against your home on the terms and restrictions of the Option Contract.

Even if you choose not to sign the Option Contract, should you decide to sell your home while the BG proposal is outstanding you need to consider disclosure of the BG activities to any prospective buyer (or bank if you may need to refinance your mortgage) or risk being sued by an angry buyer at some time in the future.

Under the BG proposal, if you sign the Option Contract, there is no guarantee in the contract that the option to buy

your home will ever be exercised and no guarantee that you will ever receive the Purchase Price.

Before you sign the Option Contract, you need to carefully consider what could happen over the next 5 or 6 years (to March 31, 2026) if your personal circumstances were to change for any number of reasons. For example: a change in your financial or health condition; loss of a job; inability to carry your mortgage; divorce; need to relocate to another city for employment; or your home becomes part of an estate due to the death of a homeowner; since any potential buyer of your home will be subject to the terms and restrictions of the Option Contract if you sign up.

Ask yourself whether you think a restriction registered against the title to your home is a plus or minus? If you wanted to buy a new home with a restriction registered against the title would you consider that to be a plus or minus, or something that you would want removed before you would agree to buy the home?

If you may need to sell your property before March 31, 2026, and BG or a developer is not prepared to agree to remove the caveat from your title, you need to consider how much of a discount in price you may have to accept in order to sell your home subject to the Option Contract, and whether or not you may feel effectively unable to sell your home during the life of the Option Contract.

Remember, just because you may sign the Option Contract there is no guarantee you will ever receive the Purchase Price. You need to consider what happens if a developer does not acquire from BG the rights under the Option Contract for your “pod” of homes; or if BG or a developer declines to exercise the option to buy the homes in your “pod” during the life of the contract - it appears that you are guaranteed to receive \$1.00.

BG indicates in the Booklet and BG Information Handout that, if your home is not sold during the life of the Option Contract, you have a right to extend the contract beyond March 31, 2026. Ask yourself whether all homeowners in your “pod” of homes must also agree to extend; and if not, where does that leave you with no “pod” to call home?

You also need to consider, if a developer does not buy your “pod” of homes by March 31, 2026, whether an extension of the Option Contract is likely to result in the purchase of your home by a developer in the future, and on what terms and at what price?

If a developer does not buy your “pod” of homes by March 31, 2026, ask yourself whether the Calgary real estate market is sending a price signal that the market is overbuilt, over supplied and depressed?

The Option Contract does not mention a right to extend.

## **2. “Zoning Consent Waiver”**

The Booklet and BG Information Handout indicate that you will be required to agree to a “Zoning Consent Waiver”. If you sign the Option Contract you effectively consent to zoning changes for the benefit of BG and developers with no guarantee that you will ever receive payment of the purchase price.

Should your property not be sold under the Option Contract you need to carefully consider what the zoning changes mean to the value of your home, since once the zoning is changed it will not revert back to R-C1 just because your “pod” of homes may not be purchased by a developer before March-31, 2026. The draft Option Contract the Board received from BG spells out the “Zoning Consent Waiver” (6.13).



### **3. Who Bears the Risk?**

Before you sign the Option Contract, you need to ask yourself and carefully consider who bears the risk under BG's development and re-zoning proposal?

To answer that question, you need to consider that:

- Your home and title to your home is restricted or subject to "Land Lock-Up" until March 31, 2026;
- You have effectively consented to any and all zoning changes for the benefit of BG and developers;
- A developer may not acquire the rights under the Option Contract; or
- BG or a developer may decide not to exercise the option to purchase your home; and
- You are left with major zoning changes and possible surrounding development which could have a significant adverse impact on the value of your property and upon the enjoyment of your home and community.

Should that happen, under the BG proposal, you will have nothing to show for up to 6 years of waiting and hoping for payment of the Purchase Price.

There are many other questions, aside from the ones we have touched on above, that are not addressed in the Option Contract.

## **Some Additional Questions and Possible Risks**

### **1. Who is BG?**

The Booklet indicates that BG is a real estate development company formed in 2018 that "specializes in large scale land developments," with "ventures in real estate brokerages, and in property holding," yet they have never done such a development project before because they are a "new company by development standards," as referenced page 36 in the Chinook Village Booklet. Ask yourself what is the nature of these ventures, who else is involved, and on what terms? The Option Contract makes no representation that BG has the expertise, experience and capability, or the accountability, to deliver on the Meadowlark Park proposal.

### **2. Development Plan**

The Booklet contemplates a development plan which includes assigning homes to "pods" and the staged sale of these "pods" to developers, yet the Option Contract is silent about when and how the project is developed and silent about who has the responsibility, and who is accountable, to make sure it happens.

### **3. Team of Experts**

In the Booklet BG promotes a team of experts who seem to provide the vision, and possibly the design of the development plan, but there is nothing that indicates the nature of the relationship between BG and Gehl, Michael Green Architects, FAAS Architecture and Brook Pooni. There is nothing in the Option Contract that indicates how BG

ensures that their vision for the community and development plan, as outlined in the Booklet, is actually enforced and implemented by BG or developers? For example, if BG sells the rights under the Option Contract to a developer, it appears from the Booklet that BG is then out of the picture and you are left to deal on your own with the developer. The Board has asked for more detailed information but has not received it.

Ask yourself, who is responsible and accountable to make sure that the vision and the plan actually happen?

#### **4. Financial Soundness**

BG states in the Booklet that the “finances are currently available” to proceed with the project. Representatives of the Board have requested financial statements and related information from BG to assess their financial ability to carry out the project and, so far, received nothing. The Option Contract makes no mention of any representations or obligations on the part of BG, or any developers who may buy the rights under the contract, with regard to their financial viability. BG’s answer appears to be Trust Us.

What happens if BG goes bankrupt?

What happens if the developer you are dealing with goes bankrupt?

Do you think Trust Us is a good answer?

#### **5. Information Rights and Obligations**

The Booklet indicates that “progress of marketing pods, sale of pods and general events will be shared regularly” and yet there is nothing in the Option Contract that requires BG or any developers to share information with you while your home is in a “Land Lock-Up”. Again, their answer appears to be Trust Us.

#### **6. Removal of Caveat Restriction on Title**

There is nothing in the Option Contract that speaks to an obligation on the part of BG and/or a developer to remove the Caveat from the title to your home if, for example, BG or a developer terminates the Option Contract; BG or a developer does not exercise the option to buy and allows it to expire on March 31, 2026; or BG or a developer becomes insolvent or is no longer in business. If that happens, you may well be left with a costly mess to clean up at your own expense.

In conclusion, the Board has tried to raise some questions, that arise from the Booklet and the BG Information Handout, that you should carefully consider.

While the Board raises questions in this communication, please be advised that the communication is not legal advice, nor is it intended to be, and that you should not in any way understand it to contain legal advice.

Before you sign any document, please seek legal advice, tax advice, financial advice and banking advice, (if you have a mortgage on your house and/or or if you might need to refinance your mortgage before March 31, 2026) to ensure you fully understand the risks.

## **OPTION TO PURCHASE**

**THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

**BETWEEN:**

(hereinafter called "the **Seller**")

**OF THE FIRST PART**

- and -

**2222200 Alberta Ltd., or Nominee**  
(hereinafter called "the **Buyer**")

**OF THE SECOND PART**

**WHEREAS** the Buyer wishes to purchase, and the Seller has agreed to sell an option to purchase certain lands upon the terms and conditions herein described;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto covenant and agree with each other as follows:

### **1.0 DEFINITIONS:**

1.1 In this Option to Purchase Agreement unless the context or subject matter is inconsistent therewith:

- a. **"Closing Date"** means the day and hour at which, in accordance with the provisions of paragraph 4.1 herein, the sale and purchase of the Lands shall be completed;
- b. **"Deposit"** shall be the sum total of the Option Price as set forth in Paragraph 2.1 herein;
- c. **"Lands"** means the lands described in Schedule "A" to this Agreement;
- d. **"Option Price"** means the amount provided in paragraph 2.1 herein;
- e. **"Permitted Encumbrances"** means those encumbrances which will remain registered against the Lands subsequent to the Closing Date, and which are described in Schedule "B" to this Agreement;
- f. **"Purchase Agreement"** means the binding agreement for purchase and sale of the Lands resulting from the Buyer's acceptance and exercise of this Option to Purchase;
- g. **"Purchase Price"** means the amount provided in paragraph 3.1 herein;
- h. **"Buyer"** means 2222200 Alberta Ltd. or Nominee;
- i. **"Buyer's Solicitor"** means Justin O'Connell Barrister & Solicitor;
- j. **"Seller "** \_\_\_\_\_ ;



k. "Seller's Solicitor" means \_\_\_\_\_, Barrister & Solicitor;

**2.0 OPTION TO PURCHASE:**

2.1 In consideration of the sum of ONE DOLLAR (\$1.00) now paid by the Buyer to the Seller ("the Option Price"), the Seller hereby sells to the Buyer an Option to Purchase the Lands, upon the terms and conditions herein described.

2.2 This Option to Purchase shall be exercised no later than March 31, 2026. Should the Buyer fail to exercise the within Option to Purchase within the time and in the manner provided herein, the Option Price shall be forfeited to the Seller and this Agreement shall be null and void.

2.3 The method of exercising the within Option to Purchase shall be by delivery of the following:

a. a notice in writing in the form attached as Schedule "C" hereto, signed by the Buyer or his agent and delivered by either email, personally or mailed by registered mail or a combination of (in which case the exercise and acceptance shall be effective upon delivery of the said notice) to the Seller at the address noted herein \_\_\_\_\_, Calgary, Alberta;

b. bank draft or solicitors trust cheque in the sum of, \_\_\_\_\_ DOLLARS payable to the Seller's solicitor, \_\_\_\_\_ in trust.

2.4 In the event that this Option to Purchase is exercised in the manner and within the time prescribed as set forth above, this Agreement shall be a binding agreement of purchase and sale of the Lands between the Buyer and Seller (the "Purchase Agreement"), and the said Purchase Agreement shall be completed and performed subject only to the terms and conditions herein provided.

2.5 The Buyer shall be entitled to register a Caveat against the Lands in order to protect its interest under and by virtue of this Agreement.

2.6 The Buyer may assign this Option and the Agreement for Sale arising therefrom without the consent of the Seller. In the event this Option is assigned by the Buyer, the buyer will provide notice of the assignment to the seller in the manner and by the process as outlined in 2.3. a., above.

**3.0 PURCHASE PRICE:**

3.1 The Purchase Price payable by the Buyer for the Lands shall be the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Canadian Dollars and shall be payable in the following manner:

a. The sum of **ONE (\$1.00) DOLLAR** already paid to the Seller as consideration for the granting of the Option (the "Option Price");

b. The sum of \_\_\_\_\_ (\$ \_\_\_\_\_) **DOLLARS** paid to the Seller's Solicitors in Trust upon the exercise of the Option;

3.2 Provided that the Seller agrees to accept interest, the Buyer covenants and agrees to pay interest to the Seller at the rate of

**Zero (0.00%) PERCENT** per annum on any portion of the Purchase Price owing to the Seller on the Closing Date, from and including the Closing Date until such monies have been paid.

- 3.3. The Deposit and all other monies paid by the Buyer shall be held by the Buyer's Solicitor in trust pending completion or termination, as the case may be, of the Purchase Agreement.
- 3.4. The Seller covenants that the Purchase Price for the Lands shall include all improvements and appurtenances thereto currently situate on the Lands and all chattels then present on the lands.

**4.0 CLOSING DATE:**

- 4.1. The Closing Date for the Purchase Agreement shall be at 12 o'clock noon on the 240th day following the date of exercise of the Option (if the 240<sup>th</sup> day falls on a week-end or Statutory holiday, then the next business day will be the closing date) or at such other time and place as the parties hereto may otherwise agree in writing.
- 4.2. The Seller covenants to deliver vacant possession of the Lands to the Buyer as of 12 o'clock noon on the Closing Date.
- 4.3. All adjustments of taxes, interest, utility rates and other matters shall be made as of 12 o'clock noon on the Closing Date. Rents and or security deposit (if applicable) shall be adjusted.

**5.0 WARRANTIES AND REPRESENTATIONS:**

- 5.1. On the Closing Date, subject to the terms hereof being complied with, the Seller warrants and agrees to convey to the Buyer by a good and sufficient Transfer under the Lands Titles Act, the lands and all improvements and appurtenances thereto, subject only to the reservations and exceptions expressed in the existing certificate of title, the Permitted Encumbrances, and to such liens, charges and encumbrances as may have been made or suffered by the Buyer and which are acceptable by the buyer or which will be discharged by the seller at the time of closing. The Seller warrants that at least 10 days before the Closing Date, the Seller will be in a position to deliver or cause to be delivered to the Buyer a registerable Transfer of the Lands and all additional documentation as may be required, to ensure that the Lands will issue in the name of the Buyer free and clear of liens, charges, mortgages, and financial encumbrances of any nature and kind whatsoever except as agreed upon between the parties.
- 5.2. The seller warrants and represents they are not a non-resident of Canada for the purposes of the Income Tax Act of Canada and/or the Excise Tax Act of Canada and all amendments thereto.

**6.0 GENERAL PROVISIONS:**

- 6.1. The Seller, prior to the Closing Date, or as more particularly set forth in this agreement, shall prepare, execute and deliver to the Buyer's Solicitor the required conveyancing documents and such documents as are required to give effect to this agreement shall be prepared at the expense of the Seller.
- 6.2. The Seller and the Buyer covenant to execute promptly when prepared any and all conveyances and documentation required to complete and carry out the Purchase Agreement and to close the transaction where available under the Western Torrens Conveyancing Protocol (The Protocol). Where The Protocol is not available the seller agrees to provide adequate time for registration to occur at the then prevailing land titles response time. \*\*\*\*\*
- 6.3. The cost of discharging any existing mortgages and/or other encumbrances which are not Permitted Encumbrances shall be

borne by the Seller.

- 6.4 The cost of registering all conveyance documents shall be borne by the Buyer.
- 6.5 Until completion of the sale, all buildings, improvements, and chattels included in the sale shall be and remain at the risk of the Seller and the Seller shall hold all insurance policies and the proceeds thereof in trust for the Seller and Buyer as their respective interests may appear. All adjustments will be made as of 12:00 pm on the closing date and the seller will be responsible for all adjustments as of the closing date.
- 6.6 On or before the Closing Date the Seller covenants and agrees to provide evidence that the Seller is not a non-resident of Canada as defined by the Income Tax Act. The Seller agrees to provide the Buyer with an Estoppel Certificate with respect to condominium fees on closing, if applicable.
- 6.7 Time shall in every respect be of the essence.
- 6.8 All Schedules annexed or attached hereto shall form a part of this agreement.
- 6.9 Where in this Agreement the singular is used, the same shall be construed as meaning the plural where the context is so required.
- 6.10 This Option and Purchase Agreement are to be governed by the laws of Alberta.
- 6.11 This Option and Purchase Agreement shall ensure to the benefit of and be binding upon the heirs, successors in title, executors and administrators of the parties.
- 6.12 This agreement is assignable by the seller to any prospective 3<sup>rd</sup> party purchaser without the consent of the buyer.
- 6.13 The seller hereby provides and consents and agrees to provide any all permissions to the City of Calgary or relevant authority such that the buyer may apply for, development permits, re-zoning applications, area re-development plans or any other permits and plans required by the buyer.

IN WITNESS WHEREOF the Seller and Buyer have executed this Agreement as of the day and year first herein above written.

Signed by the Seller in  
the presence of:

)  
)  
)

**222200 ALBERTA LTD. OR NOMINEE**

\_\_\_\_\_  
Witness

Signed by the Buyer in  
the presence of:

)  
)  
)  
)

\_\_\_\_\_  
\*\*\*\* name exactly as it appears on title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\*\*\* if a 2<sup>nd</sup> or 3<sup>rd</sup> owner name exactly as it appears on title



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This is Schedule "A" to an Option to Purchase dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020 made by **2222200 Alberta Ltd., or Nominee**, as Buyer to \_\_\_\_\_, as Seller.

THE LANDS

Legally described as:

PLAN  
BLOCK  
LOT

EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipally described as:

\_\_\_\_\_ Calgary, Alberta

This is Schedule "B" to an Option to Purchase dated the \_\_\_\_\_ day of \_\_\_\_\_  
**Alberta Ltd., or Nominee**, as Buyer to \_\_\_\_\_ as Seller.

2020 made by **2222200**

PERMITTED ENCUMBRANCES

Instrument Number \*\*\*\*\* (Type of Instrument)

Or NIL

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This is Schedule "C" to an Option to Purchase dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020 made by **2222200 Alberta Ltd., or Nominee**, as Buyer to \_\_\_\_\_, as Seller.

NOTICE

**2222200 Alberta Ltd., or Nominee** hereby elect to exercise its Option to Purchase the following Lands:

Legally described as:

PLAN  
BLOCK  
LOT

EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipally described as:

— S.W., Calgary, Alberta

We enclose herewith our certified cheque payable to \*\*\*\*\* in trust pursuant to Section 2.4 (b) of the said Option to Purchase.

DATED at the City of Calgary, in the Province of Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Seller \*\*\*\*\***

\_\_\_\_\_  
**Seller \*\*\*\*\***





## **Caveat Re: Option to Purchase**

TO THE REGISTRAR OF the South Alberta Land Registration District.

TAKE NOTICE that 2222200 ALBERTA LTD. A body corporate, in the Province of Alberta, claims an interest under and pursuant to a Option to Purchase in writing dated the \_\_\_\_ day of \_\_\_\_ 2020 and attached hereto over the following lands:

PLAN

BLOCK

LOT

EXCEPTING THEREOUT ALL MINE SAND MINERLAS

as more particularly described in certificate of title \_\_\_\_\_ standing in the register in the names of \_\_\_\_\_ and \_\_\_\_\_ and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to his claim.

The Caveator JUSTIN O'CONNELL, 400, 1100 - 8th Avenue SW, Calgary, Alberta T2P 3T8 as the place at which notices and proceedings relating hereto may be served.

DATED this       day of June 2020

\_\_\_\_\_  
2222200 Alberta Ltd. by its agent and  
Solicitor in this matter JUSTIN  
O'CONNELL

CANADA ) I, JUSTIN O'CONNELL, of the City of Calgary,  
PROVINCE OF ALBERTA ) in the Province of Alberta, Barrister &  
TO WIT: ) Solicitor, MAKE OATH AND SAY:

1. I am the agent for the above-named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the City of )  
Calgary, in the Province of )  
Alberta this \_\_\_\_ day )  
of \_\_\_\_ 2020 )  
\_\_\_\_ )  
\_\_\_\_ )  
\_\_\_\_ )  
\_\_\_\_ )

JUSTIN O'CONNELL

\_\_\_\_\_  
A Commissioner for Oaths in and  
for the Province of Alberta



meadowlark park  
community association