

PURCHASE AGREEMENT

(Lake View Lot Sale - with building obligations)

day of

2016

This Agreement made in duplicate this

Agreement.

BETV	VEEN:
	("the Purchaser")
	-and-
	THE TOWN OF THE PAS ("the Vendor")
WHE	REAS:
A.	The Vendor is the registered owner of the land legally described as:
	LOT PLAN 55248 PLTO EXC ALL MINES AND MINERALS IN FRAC S 1/2 AND NE 1/4 3-58-25 WPM ("the Land");
B.	The Purchaser wishes to purchase and the Vendor has agreed to sell the Land to the Purchaser.
THE	PURCHASER AND THE VENDOR AGREE AS FOLLOWS:
1.	In consideration of payment of \$ plus GST ("purchase price"), and on the terms and conditions set out in this Agreement, the Vendor agrees to sell the Land to the Purchaser, free and clear of all liens, charges and encumbrances except Manitoba Hydro / MTS Caveat 1165524/3.
2.	The purchase price is to be paid as follows:
	Deposit to be paid no later than 7 days from the date of this Agreement
	\$
	Balance (including GST) on possession date.
3.	Upon failure to pay the deposit within the required period the Vendor may terminate this agreement immediately without prior notice.
4.	If the Purchaser does not comply with the terms of this agreement, the Town shall retain the deposit as liquidated damages and not as a penalty.
5.	Vacant possession of the Land will be given on 2016 ("possession date").
6.	The Land will remain at the risk and responsibility of the Vendor until the possession date.
7.	The Vendor promises that as of the possession date or unless otherwise specified in this Agreement, the Land will be in substantially the same condition it is in as of the date of this

8.	Other than as set out in section 7, the Vendor does not have or accept any responsibility or liability for the condition of the Land, including its fitness for the purpose of constructing any structure, or any occupation or use of the Land.										
9.	found	ter than ation for a dwellin e Pas.	g complying th								
10.	No lat a dwe	ter than elling:		_ 201	_ the Pu	ırchaser sh	nall constru	uct to lockup	stage		
	a. b. c. d.	of new constructinsulated so as complying the Navith landscapin	to be a year-ro ⁄lanitoba Buildi	ound dw	elling rat				s, and		
11.		If the Purchaser fails to comply with sections 9 or 10, failing the Vendor shall be entitled to repurchase the Land in accordance with Schedule A.									
12.	The party benefited by a condition may waive fulfilment of that condition, provided that such party does so in writing before the end of the time within which such condition is to be fulfilled. If the benefited party does not waive and give notice of fulfilment with respect to such condition, then such condition will be deemed to be not fulfilled.										
13.	The Purchaser and The Vendor each authorize each other their respective solicitors to pay and deliver to the parties' respective solicitors, any money or documents due in connection with this Agreement and for so doing, this will be their full and sufficient authority.										
14.		Agreement contain between the part							es and		
	a.	anything not inc	cluded in writing	g in this	Agreem	ent is of no	o force or e	effect,			
	b. any amendments made to this Agreement will have no force or effect unless in writing and signed by both parties, and										
	C.	in making this A Land and the Agreement.									
15.	This Agreement binds the Purchaser and the Vendor, their heirs, administrators, successors and assigns.										
16.	Time	is of the essence	of this Agreem	nent.							
		WHEREOF the ve written.	Purchaser an	d the V	endor ha	ave execut	ed this Ag	greement as	of the		
			PURCH	IASER(S)						
Witne	ess										
Witne	SS							•			
			THE TO	OWN OF	THE PA	AS					
			Mayor								
			Chief A	dministr	ative Off	icer					

SCHEDULE A

PURCHASE AND SALE AGREEMENT

Purchaser:	The Town of Th	e Pas			
Vendor:					
		he owner through e land ("Land") de	•		er of a
EXC	PLAN 552 ALL MINES AND AC S 1/2 AND N		PM		
The terms ar the Vendor:	nd conditions of t	he Vendor's purch	nase agree	ment with the Mu	nicipality require
(a)	foundation for a	dwelling complyirn of The Pas and	201 ng the Mar	_ to construct a b nitoba Building Co	asement or de and the by-
(b)	no later than lockup stage a		201	_ the Purchaser t	o construct to
		onstruction or a ne	•		than a summer
	iii. complyin The Pas,	g the Manitoba B and	uilding Co	de and the by-law	s of the Town of
	•	s and landscaping	g.		
Vendor's de entitled to be transfer title encumbrance equal to the demand, the	terminable interest to the Land and es. The Purchase purchase Vendor agrees ired to give effect	e event of failure to est in the Land so fee simple of the improvements (if er shall upon the set out in the pot to provide and exect to the transfer of	shall termine Land. To any) to the transfer of ourchase a secute sucl	nate, and the Pu that end, the V ne Purchaser, free title pay to the Vo agreement, withou n conveyances ar	rchaser shall be endor agrees to e and clear of all endor an amount ut interest. Upon nd documents as
		ement binds the \narge upon the La		I the Vendor's suc	cessors in title
Dated this	day of		2015		
		PURCHASER	(S)		
Witness					
Witness		,			
		THE TOWN O	F THE PAS	5	
		Mayor			

Chief Administrative Officer