



OFFER TO PURCHASE AGREEMENT

I/we _____

(Full and complete legal name(s) as they will appear on Land Transfer)

(Hereinafter called "the Purchaser")

of _____

(Address)

do offer and make application to the Municipality of Souris-Glenwood, (hereinafter called "the Municipality") to purchase the following land:

Lots _____ Block _____ Plan _____ BLTO (if applicable)

AND/OR

Section _____ Township _____ Range _____ WPM

(hereinafter called "the land")

for the sum of \$ _____ (Dollar _____) (not including certain additional deposits as specified later in the body of this agreement).

for the purpose of _____

1. The Purchaser agrees that the acceptance by the Municipality of the payment of the purchase price or part thereof shall not of itself constitute acceptance of this offer. Said offer is subject to acceptance and ratification by Council resolution approving sale of the land. If the offer is not accepted by the Municipality the Purchaser shall be refunded the moneys paid to the Municipality less any amounts to which the Municipality may be entitled pursuant to any provisions contained in this agreement.

2. The Purchaser agrees that when the Purchaser is advised by letter from the Municipality that this offer has been accepted, the Purchaser will pay the above mentioned sum within sixty (60) days from the date on said letter prior to a land transfer being issued by the Municipality.
3. The purchaser agrees that the date of purchase shall be deemed to be the date of passing of a resolution by Council approving the land transfer.

In the event that the Purchaser is allowed by the Municipality to occupy or to enter into and upon the land for any reason prior to title to the land being transferred to the Purchaser, the Purchaser will and does hereby indemnify and save harmless the Municipality from and against all liabilities, damages, costs, claims, suits or actions as a result of injury or death or property damage occurring at any time to the Purchaser or to any member of the Purchaser's family or to any invitee, licensee, agent or employee of the purchaser while in or about the land.

4. The Purchaser agrees to construct a dwelling on the land within two years of the date of purchase of said land in accordance with Schedule "A" attached hereto and forming part of this Agreement, unless an extension from Council to extend the time period is granted prior to the expiration of the two-year period. Said dwelling shall conform to the provisions of the Municipality's Zoning By-law and all amendments thereto. The Purchaser further agrees to make application for a Development Permit and if necessary, a Building Permit prior to commencement of any construction upon the land.
5. Subject to Clause 11, the Purchaser agrees that if the dwelling mentioned in Section 4 is not substantially completed as defined in The Builders Liens Act, in the opinion of the Municipality, within two years from the date of purchase of the land, this offer and the acceptance and agreement constituted thereby may be cancelled by the Municipality and the Purchaser agrees to provide forthwith on demand by the Municipality, a registerable transfer of land vesting title to the land in the name of the Municipality. Immediately upon receipt of said transfer of land the Municipality agrees to refund to the Purchaser the purchase price of the land less applicable property taxes on the land and less five hundred dollars (\$500.00) non-refundable deposit or five (5) percent of the purchase price of the land whichever is greater.
6. The Purchaser agrees that the Purchaser shall, at the Purchaser's expense, obtain all necessary legal surveys including pinning of lots to ensure the proper location of the land prior to commencement of construction. The Purchaser also agrees to provide the Municipality with a certified copy of a surveyor's certificate showing the location of all buildings located on the land, upon completion of construction.

7. The Purchaser agrees to install sewer services to the dwelling located upon the land in accordance with Manitoba Conservation regulations and provide the Municipality with a copy of the approved application issued by the Manitoba Conservation (if applicable).
8. The Purchaser hereby directs and authorizes the Municipality to forward all documents to vest title to the land in the name of the Purchaser to:

Meighen Haddad LLP
4 Crescent Avenue West, PO Box 1149,
Souris, MB R0K 2C0, Phone (204) 483-1556, Fax: (204) 483-2321

9. Subject to Section 11, the Purchaser agrees that the land shall not be sold by the Purchaser prior to completion of construction of the dwelling mentioned in Section 4. The Purchaser further agrees that if any attempt is made to sell, or offer for sale, the land, prior to completion of construction of said dwelling to the Municipality's satisfaction the Municipality shall have the right to cancel this agreement and to demand from the Purchaser a transfer of land vesting title to the land in the name of the Municipality and the Purchaser shall forthwith comply with said demand by the Municipality.
10. The Purchaser herewith deposits with the Municipality the sum of \$500.00. Said deposit shall be retained by the Municipality if for any reason this application and offer to purchase land is cancelled.
11. It is agreed that in the event of failure of the Purchaser to sell his existing principal residence and upon the Purchaser providing proof to the Municipality that all reasonable efforts were made to do so, or in the event of other extenuating circumstance beyond the Purchaser's control which, in the sole opinion of the Municipality, is likely to have prevented construction pursuant to the time period contained herein, the Municipality may, at the sole discretion of the Municipality, review a request for an extension of time limits for construction.

Signature of Purchaser

Printed Name of Purchaser

Signature of Purchaser

Printed Name of Purchaser

Date: _____

Witness: _____
Signature of Witness

Name: _____

Address: _____

Date: _____

OFFICE USE ONLY

APPLICATION/OFFER RECEIVED BY):

(Print name and initial)

Date: _____

OFFER TO PURCHASE AGREEMENT

SCHEDULE "A"

CONSTRUCTION AND USAGE GUIDELINES

SEWER SYSTEM

Property owners are responsible for contacting and registering their system with Manitoba Conservation (if applicable).

UTILITIES

Property owners must make their own arrangements with utility companies for hook-up. Property owner is responsible for the cost of moving the hydro pole(s) if necessary.

BUILDING CODES

All dwellings and structures built must comply with:

- i) The Manitoba Building Code.
- ii) Municipal by-laws except as altered by this Agreement of Purchase and Sale

BUILDING SPECIFICATIONS

Building specifications will be reviewed with the Purchaser in accordance with municipal by-laws. The Building Inspector may have additional specifics to review with the Purchaser. All dwellings being relocated onto the property must, in addition to satisfying building code requirements, be pre-approved by the Municipality. The Municipality may deny permission to relocate based upon age, general appearance, or condition of such a dwelling.

ACCESSORY BUILDINGS

Accessory buildings for purposes incidental to residential occupations (e.g. garages, storage sheds and workshops) shall be permitted provided that:

- i. they comply with the Manitoba Building Code;
- ii. they comply with Municipal By-laws;
- iii. a building permit is obtained prior to construction;
- iv. the square footage of same does not exceed the ground floor square footage of the residence;
- v. front and side yard setbacks are at least equal to those for the residence.

PROPERTY MAINTENANCE

The property owner shall be responsible to maintain their property and the exterior of all buildings in a tidy and reasonable manner. This shall include, but not be limited to: grass cutting, tree trimming, weed control, general cleanliness, and maintenance of exterior paints and finishes. The Municipality shall, after reasonable notice to the property owner, have the right to enter onto the property and to cause neglected maintenance work to be undertaken. The costs of same to the Municipality shall be charged to the property owner and if not paid may be added to the property tax rolls for that property.

MISCELLANEOUS

All Municipal by-laws will apply to this property.

Sundry Information

For further information, please contact:

Chief Administrative Officer
Municipality of Souris-Glenwood
Telephone (204) 483-5218
Email: sg.cao@sourismanitoba.com

Municipal Office Hours:

8:30 a.m. to 4:30 p.m. Monday to Friday

Building Permits:

Keystone Planning District (204) 725-2001 Ext. 1

Brandon Land Titles Office:

To register Transfer of Title, Purchasers may retain their own legal counsel, or have the Municipal Solicitor register the transfer on their behalf. The cost payable prior to the transfer is to be determined at the time of transfer. Kindly provide the municipal office with the name and address of your legal counsel, or if you wish the Municipal Solicitor to register the documents on your behalf.