

**LOT SALE AGREEMENT**

To the Rural Municipality of Cartier in the Province of Manitoba (the "Vendor")

I, **[INSERT NAME OF PURCHASER]**, of the **[INSERT R.M. OR CITY]**, in the Province of Manitoba, (the "Purchaser") hereby offer to purchase the hereinafter described Property together with any buildings and improvements located thereon (the "Land") clear of all encumbrances and encroachments unless hereinafter stated, at and for the price of **(\$XX,XXX.XX) DOLLARS** (the "Purchase Price") upon the following terms:

**SUBJECT MATTERS OF THIS OFFER**

1. The Property (the "Property") is the following described land and buildings, together with all structures and improvements situate thereon:

**PROPOSED LOT AREA** as shown on the attached sketch.

**PURCHASE AND SALE PRICE AND PAYMENT**

2. (a) The total Purchase Price to be paid by the Purchaser to the Vendor is **\$XX,XXX.XX** payable as follows:

i.	A deposit of	\$ 10,000.00
ii.	By cash, certified cheque, bank draft or lawyer's trust Cheque on or before the Possession Date of:	\$ XX,XXX.XX
<b>TOTAL PURCHASE PRICE</b>		<b>\$ XX,XXX.XX</b>
- (b) The deposit paid by the Purchaser to the Vendor, shall be held by the Vendor in trust and same shall be non-refundable. In the event that the purchase is not completed for any reason, the deposit and any interest earned thereon shall be forfeited immediately to the Vendor as liquidated damages and not as a penalty and the Vendor may exercise whatever other remedies available to the Vendor at law.
- (c) After this Offer has been accepted by the Vendor, the deposit shall be held by the Vendor in trust, and the deposit shall, subject to the terms of this Offer, be paid or credited to the Vendor as part of the Purchase Price when the Vendor has carried out the Vendor's entire obligations under this agreement.
- (d) The Property is GST exigible and the Purchaser is responsible for payment of the GST.

**POSSESSION**

3. (a) Possession shall be given by 9:00 a.m. on the 30<sup>th</sup> day following receipt of a Certificate of Approval from the planning authority for the subdivision of the herein described Property ("Possession Date").
- (b) Unless otherwise agreed to, such possession shall mean vacant of any persons occupying the Property and with all fixtures and goods and chattels not included in this transaction removed from the Property.

## **VENDOR'S PROMISES AS TO TITLE AND OWNERSHIP**

4. The Vendor promises that at the time of possession:
- (a) The Property will not be subject to any mortgage, encumbrance or other interest which is registered against the title to the Property or which is valid or enforceable against the Property without being so registered ("Claim"), excepting only for the following:
- i. any mortgage herein agreed to be assumed as part of the Purchase Price;
  - ii. any easement the existence of which is apparent on inspection of the Property;
  - iii. any public utility caveat protecting a right-of-way for a service to which the Property is connected;
  - iv. an Option To Purchase caveat granting the Vendor the discretion to repurchase the Property from the Purchaser exercisable in accordance to the provisions as set out herein at Paragraph #6.
  - v. any Claim which it is the Vendor's responsibility hereunder to remove as a condition of closing; and
  - vi. any Claim which may be caused by or is the responsibility of the Purchaser.

## **CONDITIONS BENEFITTING THE PURCHASER**

5. This agreement is terminated unless the following conditions for the benefit of the Purchaser are fulfilled or waived (if none, state "None"):

## **CONDITIONS BENEFITTING THE VENDOR**

6. This agreement is terminated unless the following conditions for the benefit of the Vendor are fulfilled or waived:
- (a) The Vendor is able to obtain a Certificate of Approval from the planning authority for the subdivision of the herein described Property permitting the Property to be transferred to the Purchaser.
- (b) Option To Purchase
- i. The parties hereto agree that the provisions set out in the attached Building Scheme Agreement and the attachments thereto shall form part of this Lot Sale Agreement. Pursuant to the Mill Creek Development Standards, the Purchaser must complete the construction of the principal dwelling on the Property within two (2) years of the date of possession, failing which, the Municipality shall have the option to purchase the Property from the Purchaser for the Purchase Price less ten (10%) percent on the terms and conditions as described in the Mill Creek Development Standards.

## CONDITIONS GENERALLY

- 7.
- (a) The party responsible for fulfillment of a condition will exercise reasonable efforts to fulfill the condition.
  - (b) Upon fulfillment of a condition, the benefited party shall give written notice of fulfillment.
  - (c) The party benefiting from a condition may waive fulfillment 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 so waive and does not give notice of fulfillment with respect to such condition, then such condition will be deemed to be not fulfilled. Any written waiver or notification with respect to any condition for the benefit of the Purchaser may be given to either the Vendor or the Vendor's solicitor and any written waiver or notification with respect to any condition for the benefit of the Vendor may be given to either the Purchaser or their solicitor.

## MUTUAL PROMISES AND GENERAL PROVISIONS

- 8.
- (a) There is no adjustment of taxes (including the current year's local improvement levies if any) as at the Possession Date.
  - (b)
    - (i) The Property until the time of possession shall remain at the risk and responsibility of the Vendor. If the Property suffers substantial damage which is not repaired before the time of possession to substantially the same condition it was in prior to the damage occurring, the Purchaser may terminate this agreement.
    - (ii) The Purchaser shall not be bound to assume, nor shall the Vendor be bound to transfer, any policy of insurance on the Property.
  - (c) If either party (the "Defaulting Party") is in breach of their obligations hereunder then the other party (the "Aggrieved Party") shall be entitled to exercise whatever remedies the Aggrieved Party may have by virtue of the default. Where the Defaulting Party is the Purchaser, the Vendor shall be entitled to retain the deposit as the Vendor's own property, but whether or not the Vendor has then terminated or thereafter terminates the Vendor's right and obligation to sell and the Purchaser's right and obligation to purchase under this agreement by virtue of the Purchaser's default, such retainer of the deposit shall not itself constitute a termination of this agreement and shall not restrict the Vendor from exercising any other remedies which the Vendor may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Vendor sustains in excess of the deposit.
  - (d)
    - (i) Each of the Vendor and the Purchaser authorize each other to pay and deliver to their respective solicitors, any money or documents due in connection with this transaction and for so doing, this shall be their full and sufficient authority and the receipt of each such solicitor respectively shall be a good discharge therefor.

- (ii) In closing this transaction, the Vendor’s solicitor and the Purchaser’s solicitor may by agreement between them, impose and undertake trust conditions upon each other provided that such trust conditions will not alter or vary the contractual obligations of the parties to this agreement.
- (e) (i) Time shall in all respects be of the essence hereof.
- (ii) This agreement shall be binding upon and shall enure to the benefit of the Vendor and the Purchaser and each of their respective successors, assigns and personal representatives.
- (iii) This agreement contains all of the promises, agreements, representations, warranties and terms between the parties relating to the transaction hereby contemplated, and:
  - (A) anything not included in writing in this agreement will have no force or effect whatsoever;
  - (B) any amendments made to this agreement will have no force or effect whatsoever unless it is in writing and signed by each of the parties hereto; and
  - (C) in making this Lot Sale Agreement, the Purchaser relies entirely on the Purchaser’s personal inspection of the Property and the Vendor’s promises contained (and only those contained) in this Lot Sale Agreement.
- (iv) The Vendor’s promises contained in this agreement which the Vendor and Purchaser agree will survive and continue in effect after the closing of this transaction are Paragraph #4.
- (v) All references to time in this agreement mean Manitoba time.

**DEADLINE FOR ACCEPTANCE BY VENDOR**

9. This Lot Sale Agreement, if not accepted by 5:00 p.m. on the \_\_\_ day of \_\_\_\_\_, 2021 shall expire.

**THIS LOT SALE AGREEMENT, IF ACCEPTED, IS A LEGALLY BINDING CONTRACT: READ IT BEFORE YOU SIGN.**

Signed by the Purchaser at \_\_\_\_\_ a.m./p.m. the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
**PURCHASER**

**ACCEPTANCE**

The Vendor hereby accepts the above Lot Sale Agreement:

Signed by the Vendor at \_\_\_\_\_ a.m./p.m. the \_\_\_\_ day of \_\_\_\_\_, 2021.

The Rural Municipality of Cartier:

Per: \_\_\_\_\_

**Michael Lackmanec**, Chief Administrative Officer.

*"I have the authority to bind the Municipality"*

D'Arcy & Deacon LLP  
2200-One Lombard Place  
Winnipeg, Manitoba, R3B 0X7  
Attention: John C. Stewart  
Telephone: (204) 925-5368  
Fax: (204) 943-4242