

TOWN OF SNOW LAKE PROPERTY FOR SALE

PROPERTY INFORMATION:

LOCATION: 197 MCGILVRAY AVENUE
LEGAL DESCRIPTION: LOT 6 BLOCK 46 PLAN 830
ROLL NO: 43800
ASKING PRICE: \$5,000
ZONING: RESIDENTIAL
LOT SIZE: 6,047.80 SQUARE FEET
FRONTAGE: 54.99 FEET

The screenshot displays the 'Manitoba Assessment Online Map' interface. On the left, a 'Property search' sidebar shows 'Results' for 'Property Assessment Information _Query result'. It indicates 'Number of features found: 1' and lists 'Assessment Information' for roll number 43800.000, including the address 197 MCGILVRAY AVE, municipality 448 - TOWN OF SNOW LAKE, 0 dwelling units, a total value of \$16,200, and a link to a 'Property Assessment Report'. The main map area shows a yellow-highlighted parcel labeled '43800.000' adjacent to other parcels labeled '43700.000' and '43600.000'. The map includes navigation controls like zoom in (+), zoom out (-), and pan arrows, along with an 'Esri World Geocoder' search box.

For further information please contact

Robert Hedley, CAO

Phone: 204-358-2551

Fax: 204-358-2112

Email: snowlake@mymts.net

Terms and Conditions to Intending Purchasers

1. The property will be sold on “first come first serve basis”.
2. A certified cheque representing at least twenty five percent (25%) of the total purchase price offered must accompany each Offer to Purchase by way of deposit to confirm the property. The cheque must be made payable to “The Town of Snow Lake”.
3. All Offers must be made on the form provided by the Town (attached), in duplicate. Any variations or conditions proposed by the Purchaser must be identified and attached as Schedule “B” to the Offer.
4. Should the Purchaser choose to submit an Offer to Purchase (using the Town’s form of Offer) through a Registered Real Estate Broker, the Town of Snow Lake will recognize the participation of Real Estate Brokers. The Purchaser shall attach a Schedule “B” to the Offer to Purchase advising that the Offer is being submitted through a Real Estate Agent and the expected real estate commission payable. The Purchaser acknowledges that the commission payable will be taken into consideration by the Town of Snow Lake when evaluating the Offers received.
5. Every intending purchaser is requested to read carefully the Offer to Purchase form before submitting it and to fill in all particulars as required.
6. The Town reserves the right to negotiate the terms and conditions of a formal agreement with any/all successful prospective purchaser(s).
7. The Offer must be completed with NAME, ADDRESS AND TELEPHONE NUMBER of prospective purchaser.
8. In the event of the prospective purchaser being a Company, the forms must be signed by the signing officers of the Company, together with the Company’s seal, if applicable.
9. The highest offer, or any offer, may not necessarily be accepted. The Town reserves the right to dispose of the subject property as it may see fit and further, the Town of Snow Lake reserves the right to accept any Offer to Purchase and enter into a formal agreement for the purchase of the subject property, which Council or its designated authority considers to be in the best interests of the Town. The Town of Snow Lake is under no obligation to accept any Offer if Council or its delegated authority so deems.
10. Any properties not sold at this time may subsequently be listed on the Town’s web site www.snowlake.com under property listings.
11. Any interested party should contact the Town Office at 204-358-2551 to ensure their intended development falls within the current zoning category. Any re-zoning or conditional use of the site will be at the purchaser’s sole cost and expense.
12. The subject property is not for Garage/Storage purpose. A building must be put on it as per the Town Development Policy.
13. The subject property is offered in an “as is, where is” condition, and it is the responsibility of the purchaser to do its own due diligence in this regard.
14. For further information you may require concerning the terms and conditions of the Offer to Purchase form, please contact: Robert Hedley, CAO at Phone: 204-358-2551 and Cell # 431-337-4129 Email: snowlake@mymts.net
15. Offers to Purchase should be addressed and delivered to: The Town of Snow Lake 113 Elm Street / Box 40 Snow Lake, MB R0B1M0.

1.00 OFFER TO PURCHASE

The Undersigned (hereinafter called "the Purchaser") hereby offers to purchase from The Town of Snow Lake (hereinafter called the "Town") the following lands and any buildings and improvements thereon:

(Name)

(the "Purchaser")

(Address)

(Telephone/Email)

hereby offers to purchase from the Vendor, the land legally described in Schedule "A" attached hereto (the "*Property*"), such *Property* to be free and clear of all encumbrances, except as are hereinafter expressly agreed to be assumed, all at and for the purchase price subject to the terms and conditions herein set forth.

2.00 PURCHASE PRICE

2.01 The purchase price to be paid by the Purchaser to the Vendor for the *Property* (the "*Purchase Price*") shall be the sum of FIVE THOUSAND (\$5000.00) DOLLARS plus GST subject to adjustments herein provided for and shall be paid and satisfied as follows:

- (a) \$1,250.00 as a deposit payable upon acceptance of this Offer to be held in trust by the Vendor, pending the completion or other termination of this Offer and to be credited on account of the Purchase Price on the Closing Date. The deposit shall be refunded to the Purchaser if this Offer, as accepted, is not completed as herein set forth; \$1,250.00

- (b) \$4,900.00, plus or minus adjustments, payable by the Vendor on closing date. \$3,750.00

- Total Purchase Price \$5,000.00
plus GST

2.02 All adjustments to the Purchase Price, including "Goods and Services Tax" payable with respect to the purchase of the *Property* shall be made as of the Closing Date to the intent and purpose that the Vendor shall receive the benefit of all income and bear all expenses relating to the *Property* for the period up to and including the date prior to the Closing Date and the Purchaser for the period from and after the Closing Date.

3.00 CLOSING

3.01 If this Offer is accepted by the Vendor, the transaction of purchase and sale herein contemplated shall, subject to the provisions hereof, be completed 14 days after the Purchaser completes the subdivision of the Property at its own cost.

4.00 COVENANTS, REPRESENTATIONS, WARRANTIES

The Vendor, by its acceptance of this Offer, covenants and agrees with and represents and warrants as follows to the Purchaser and acknowledges and confirms that the Purchaser is relying on such covenants, agreements, representations and warranties in connection with the purchase by the Purchaser of the Property.

4.01 The Property shall as at the Closing Date be owned by the Vendor as the beneficial owner thereof with a good and marketable title thereto, free and clear of all liens, charges, encumbrances, mortgages, caveats and interests of whatever nature or kind except for the Caveat referred to in subparagraph 4.06 hereof.

4.02 The Vendor will not, as at the Closing Date, have any outstanding agreement, contract or commitment, whether written or oral, of any nature or kind whatsoever including:

- (a) any agreement or option for the purchase of the Property other than the agreement resulting from the acceptance of this Offer to Purchase and the option referred to in paragraph 4.06 hereof;
- (b) any right-of-way or easement however created upon, over or in respect of the Property except for the Caveats referred to in para 4.01 hereof;;
- (c) any subsisting lease or agreement to lease affecting the Property.

4.03 The Property will on the Closing Date be acquired by the Purchaser in an "as is" condition.

4.04 On or before Closing Date the Purchaser agrees it must provide the Vendor with an application for a building permit for a single family residence (the "Residence") consisting of at least 900 square feet together with all required application fees.

4.05 Purchaser agrees within 2 years after Closing Date to complete construction of the Residence referred to in subparagraph 4.05 failing which the Vendor may either charge taxes on the Property as if the Residence had been completed or the Vendor will have the option to reacquire the Property for \$1.00. The Vendor may, at its option, file a Caveat reflecting the terms of the option to reacquire.

4.06 The Vendor is now and will at the Closing Date be a resident of Canada for the purposes of the Income Tax Act (Canada).

All covenants, representations and warranties of the Vendor contained in this paragraph 4.00 shall be true on and as of the Closing Date with the same effect as it made on or as of such date except material changes in the circumstances between the date hereof and the Closing Date of which the Vendor shall have advised the

Purchaser in writing at or before the Closing Date and which shall have been approved by the Purchaser in writing.

5.00 CLOSING ARRANGEMENTS

5.01 On or before the Closing Date, the Vendor shall deliver the following to the Purchaser:

- (a) a duly executed registrable transfer of land in favour of the Purchaser, which, upon registration will vest title to the Property in the name of the Purchaser, free and clear of all registered encumbrances, liens, mortgages, caveats, charges and interests of whatever nature or kind except for the encumbrances placed by or through the Purchaser and the Caveats referred to in paragraph 4.01 and 4.06 hereof;
- (b) a statutory declaration duly declared by the Vendor as of the Closing Date, in form and content satisfactory to the Purchaser and its solicitors, wherein the Vendor declares the following:
 - (i) the covenants, representations and warranties of the Vendor contained in this agreement are true and correct as of the Closing Date with the same force and effect as if made on the Closing Date; and
 - (ii) such other matters as the Purchaser or its solicitors may reasonably require;
- (c) evidence of payments of current municipal realty taxes, business taxes, local improvements and assessment rates;
- (d) a written undertaking satisfactory in form to the solicitors for the Purchaser to re-adjust any errors, omissions or charges in the statement of adjustments;
- (e) possession of the Property; and
- (f) such other documentation and assurances as the Purchaser or the solicitors for the Purchaser may reasonably request from time to time.

5.02 On or before the Closing Date the Purchaser shall deliver to the Vendor's solicitors the balance due on closing pursuant to subparagraph 2.01 herein, by way of a certified cheque or solicitor's trust cheque together with the mortgage referred to in paragraph 2.01(b) and a Statutory Declaration that it is a registrant for GST purposes

6.00 MISCELLANEOUS PROVISIONS

6.01 Each party hereto shall bear the fees and expenses of its own legal counsel and other charges incurred in connection with the purchase and sale of the Property. The Vendor shall be responsible for, and hereby indemnifies and saves harmless the Purchaser from and against all claims whatsoever for any commissions or other remuneration payable to any broker, agent or other intermediary, in connection with the purchase and sale transaction herein provided for.

6.02 Except for acceptance of this Offer, any notice, documents or other communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if either delivered or sent by prepaid registered mail, and in the latter case, shall be deemed to have been given on the second business day following the day upon which the envelope containing the notice, documents or other communications is posted prepaid in a post office in Snow Lake, Manitoba. In the case of delivery, same shall be deemed to have been given on the date of actual delivery. The addresses of the parties for the purposes hereof shall be respectively:

(a) for the Purchaser:

(b) for the Vendor:
The Town of Snow Lake
113 Elm Street P.O. Box 40
Snow Lake, MB. R0B 1M0

in the event of mail interruption by strike or otherwise, all notices shall be delivered at the addresses indicated to be effective. Any party to the agreement may change its address for service from time to time by notice given in accordance with the foregoing.

6.03 Time shall be of the essence of this Offer and the agreement resulting from the acceptance of this Offer.

6.04 The parties covenant and agree that they will do all acts and things and execute all further documents and assurances necessary to fully and effectively carry out the terms of the agreement resulting from acceptance of this Offer.

6.05 This transaction shall be governed by the laws of the Province of Manitoba.

6.06 The agreement resulting from the acceptance of this Offer shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7.00 ACCEPTANCE OF THIS OFFER

7.01 This Offer shall be open for acceptance until 4:00 p.m. on the ____ day of _____, 2021 and upon acceptance by the Vendor within the time herein limited and subject to the conditions contained herein, this Offer to Purchase together with acceptance shall constitute a binding contract of purchase and sale in which event it is understood and agreed and the parties hereto covenant and agree, one with the other, that they will do all acts and things and execute all documents and assurances necessary to fully and effectually carry out the terms of this Offer to Purchase, that the same shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, that time shall in every respect be deemed to be of the essence hereof and that the covenants, representations and warranties herein contained shall continue and not be merged by reason of the execution and delivery of any documents of transfer or conveyance hereunder but shall continue in full force and effect after the Closing Date. In addition to any other remedy available to the Purchaser at law or in equity, the Purchaser shall be entitled to seek the remedy of injunction and/or specific performance in respect of any breach or anticipated breach of any provision of the agreement constituted by the acceptance of this Offer. Acceptance of this Offer shall be indicated by the Vendor completing the Acceptance at the end of this Offer, which forms part hereof, and the Vendor delivering same to the Purchaser. If not so accepted, this Offer shall be null and void.

DATED at Snow Lake, Manitoba, this ____ day of _____, 2021.

Witness

Purchaser

Witness

Purchaser

ACCEPTANCE

The undersigned hereby accepts the above Offer and agrees to and with the Town of Snow Lake to duly complete the sale subject to the terms and conditions above mentioned.

DATED at Snow Lake, Manitoba, this ____ day of _____, 2021.

Town of Snow Lake

Per: _____
Mayor

Per: _____
C.A.O

SCHEDULE "A"

197 McGilvray Avenue

Roll No: 43800.000

Encumbrances: None

Manitoba Assessment Online Map

