



# REQUEST FOR PROPOSAL

## PURCHASE & DEVELOPMENT OF PROPERTY AT 513 MILL ROAD



*Date of Issue: May 27th, 2024*

*Submission Deadline: June 21st, 2024*

*Closing Location: Municipality of Boissevain-Morton Municipal Office*

*Three (3) hard copies and one (1) electronic copy of the proposal must be received by the Municipal Office before 4:00 pm CST on Friday, June 21st, 2024.*

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## **SECTION 1 GENERAL INFORMATION**

Request for Proposals (RFP) Purchase and Development of Property at 513 Mill Road.

The description above must appear on all proposals and related correspondence.

Proposals submit to:

Proposals mail to: Municipality of Boissevain-Morton  
C/O Leo Poulin, CAO  
RFP: 513 Mill Rd.  
P.O. Box 490  
Boissevain, Manitoba R0K 0E0

Or hand/courier-delivered to: Municipality of Boissevain-Morton  
C/O Leo Poulin, CAO  
RFP: 513 Mill  
420 South Railway Street  
Boissevain, Manitoba R0K 0E0

Questions and Inquiries: Leo Poulin, CAO  
204-534-2433  
[lpoulin@boissevain.ca](mailto:lpoulin@boissevain.ca)

Proposals must be submitted by mail, courier, or in person to the above location by 4:00 pm June 21st 2024.

All proposal information should be in one sealed envelope, prominently marked with the RFP title (see RFP cover), with the Proposer's full legal name and return address. Please provide three (3) copies of the Proposal.

Pricing must be provided in a separate sealed envelope.  
*This does not imply that the purchase price will remain confidential; at the Council's discretion, the purchase price may or may not be used to evaluate the proposals.*

An electronic version should be emailed to the contact person mentioned above without the pricing information.

If there is a conflict or inconsistency between the hard copy and the electronic copy of the Proposal, the hard copy will prevail.

## SECTION 2 OBJECTIVES

### Introduction and Objectives

This RFP is issued by the Municipality of Boissevain-Morton (Municipality) for the purpose of obtaining a proposal that, after further negotiations, may lead to a suitable purchase and development agreement for the Property and land of 513 Mill Road, Boissevain, Manitoba. The Municipality intends to review and assess the RFP responses to determine which Proposal is in the Municipality's best interest. This is not a legal offer to sell and selecting Proposer (s) for further negotiations does not create a binding agreement between the parties. The Municipality may choose to execute a non-binding letter of intent or similar document with selected Proposer (s) as part of the negotiation process.

Appendix D, **Intent to Respond Form**, must be completed and emailed within five (5) business days before the RFP deadline. Business days are defined as days the Municipal Office is open for business. This and other requirements listed herein are for the benefit of the Municipality only and may be waived at will.

The sale of the Property is subject to approval by the Council of the Municipality of Boissevain-Morton. Council's acceptance of Proposal (s) only implies the sale of the Property once the Buy/Sell Agreement and Development Agreement are executed by both the Proposer as Buyer and the Municipality as Seller.

## SECTION 3 INFORMATION FOR PROPOSERS

### Disclaimer

This RFP is not an offer to sell and does not form or constitute a contractual document. The Municipality shall not be liable for any loss, expense, damage, or claim arising from the advice given or not given or statements made or omitted to be made in connection with this RFP. Proposers shall only rely on written statements included in the Buy-Sell agreement. The Municipality will not be responsible for any expenses that may be incurred in the preparation of any response to this RFP. This RFP is not to be viewed as a contract or commitment of any kind. The Municipality reserves the right to enter into negotiations with any, all or none of the Proposers. Any contract(s) resulting from negotiations will be subject to the Council's approval. Furthermore, acceptance of the Proposal (s) to conduct further negotiations of the Buy/Sell and Development Agreement is not a contract.

### Property

Herein, Property will mean all structures, easements, improvements, and fixtures located at:

Address: 513 Mill Road, Boissevain, Manitoba

Legal Description: Lots 26 & 27 Block 1 Plan 774

### Development Agreement

By submitting a proposal, the Proposer (s) agree to negotiate in good faith to enter into a Development Agreement with the Municipality of Boissevain-Morton as a required condition concerning the sale of the Property. The Development Agreement may include, but is limited to, the following criteria:

1. Approved uses
2. Prohibited uses
3. Construction type
4. Place-making, including landscaping, curb appeal, or sidewalk/street improvements
5. Approximate timeline and project schedule

6. Number of jobs that will be created with the new development.

A draft sample Development Agreement is attached as Appendix A. The final negotiated Development Agreement will be entered into as a condition of the property sale.

Due Diligence

The Municipality makes no warranties or representations to the value or condition of the Property. All proposers are responsible for conducting independent due diligence to verify conditions, asset inventory, and other property information. The Municipality will not be liable for any loss, expense, damage, or claim arising out of the advice given or not given or oral statements made or omitted to be made in connection with this RFP. Any proposer will be required to conduct its independent investigation at the Proposer's sole cost and expense. All Proposer (s) will be required to acknowledge that the Municipality is making no warranty or representation concerning the Property and that proposer(s) are relying solely upon independent investigation. Any proposer must accept the Property AS IS condition. All prospective buyers must not rely upon any statement or representation of the Municipality except for express representations outlined in a signed Buy-Sell Agreement.

A site visit of the building can be scheduled by appointment only. Appointments must be scheduled with Victoria Nowazek of Matthewson & Co. at least 24 hours before inspection. Please contact at 204-215-0524 or email [victoria@smallplacesrock.com](mailto:victoria@smallplacesrock.com)

Instructions to Proposers

The Proposer is responsible for reading and following all criteria in this RFP.

1. Carefully read and follow all criteria in this RFP.
2. Fully inform yourself of the existing conditions and limitations of the Property.
3. Include with the Proposal sufficient information to cover all items required in Section 5 of this RFP.

Proposal Modifications

In addition to any other information and documentation requested in this RFP, any forms provided herein must be included in the submitted Proposal. Modifications, additions, or changes to the terms and conditions of this RFP may result in the Proposal's rejection. Proposals submitted without required forms may also be rejected.

The Municipality reserves the right to modify any parts of this RFP, in which case, Proposers will be notified and allowed to revise and resubmit Proposal (s). Additionally, the Municipality has no obligation to keep Proposers informed of communications with other Proposers.

Amendment of Proposals

Proposer(s) may amend their proposals before the RFP deadline by submitting the amendment in a sealed package marked with the RFP title and number and the full legal name and return address of the Proposer (s) to the location set out above.

Any amendment should indicate which part of the Proposal the amendment is intended to amend or replace.

### Withdrawal of Proposals

Proposers may withdraw their Proposal by written request at any time before the RFP deadline.

### Prices Honoured

Responding to this RFP, Proper acknowledges that no contractual relationship exists between the parties. Contract approval can be delayed due to scheduling or unforeseen circumstances; the Proposer must honour their pricing and any other terms outlined in the Proposal for at least ninety (90) days after the RFP due date. By submitting a proposal, Proposer acknowledges that it is based upon its independent investigation and due diligence and that Proposer has not and is not relying upon any statement or representation made by the Municipality or any person or agent on behalf of the Municipality.

### Certification

The Proposer certifies that the Proposal has been arrived at independently and submitted without any collusion designed to limit competition. The Municipality is not barred from communicating with other Proposer (s). The Proposer further certifies that the Proposal offered herein meets all requirements of the RFP.

### Questions

Questions regarding the Request for Proposal contents must be sent to the contact person listed in Section 1 by seven (7) business days before the proposal deadline. The contact person will try to provide a written response within four (4) business days but is not obligated to respond. Whenever responses to inquiries would result in a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be posted on the Municipal website and forwarded to all Proposers who have submitted an **Intent to Respond Form**, Appendix D.

### RFP Response Submission

Upon submitting the RFP response, the Proposer acknowledges that all information is accurate and complete.

1. Three (3) copies of the Proposal must be delivered or mailed to the contact person in Section 1.
2. An electronic version, minus pricing, must be emailed to the contact person listed in Section 1.
3. Pricing must be provided in a separate sealed envelope.
  - a. This does not imply that all pricing will remain confidential, but proposal pricing may or may not be used to evaluate the proposals.

### RFP Process Timeline

RFP/legal ad done:

Advertise:

Proposal deadline- must be received by 4 pm

Initial Evaluation

Response to Proposers

### Dates

May 28<sup>th</sup>, 2024

May 31<sup>st</sup> & June 7<sup>th</sup>, 2024

June 21<sup>st</sup>, 2024

June 24<sup>th</sup>, 2024

June 26<sup>th</sup>, 2024

## **SECTION 4 RFP Evaluation and Selection Process**

### Phase I Evaluation

Proposals received will undergo an initial review to determine:

1. Compliance with instructions stated in the RFP
2. Compliance with proposal deadline date.

### Phase II Evaluation

The evaluation of proposals may include, but is not limited to, the following criteria:

1. Proposer Qualifications:
  - a. Experience of Proposer with property development
  - b. Financial capacity of the Proposer to complete the transaction
  - c. Familiarity with development within the Municipality or similar communities
  - d. Perceived ability to meet the Municipality's requirements
2. Proposal Details:
  - a. Proposed use(s) of the Property
  - b. Total Price Offered
  - c. Required due diligence timeline
  - d. Timing related to Closing
  - e. Presentation of the Proposal, including specificity and quality
  - f. The likelihood that the Proposal will advance Municipal land-use goals
  - g. Value added to the community
  - h. Contingencies that could delay or prevent the sale of the Property and/or development of the Property, including the availability of financing

The Municipality reserves the right to conduct interviews with all or some of the Proposers at any time during the evaluation process or after selection, if necessary. In the event interviews are conducted, information provided during the evaluation process will be considered when evaluating using the above-stated criteria.

The Municipality also reserves the right to make additional investigations as necessary to establish the competence and financial stability of any submitted proposal or investigation relating to any other criteria deemed material at its discretion

The Council will approve the final purchase, buy/Sell, and Development agreements before any agreement is established.

## **SECTION 5 PROPOSAL CONTENT**

Proposal content should contain the items listed below:

1. A detailed description of the Proposer and their experience with property development or business management.

2. A pre-qualification letter from the Proposer's financial institution with lender contact information and approval for the Municipality to follow up on the reference.
3. A detailed list of past business experience the Proposer has operated in the past
4. A list of members and managers of the party purchasing the Property or affiliated entities.
5. The required due diligence timeline and scope of due diligence (Title commitment, property inspection, appraisal.)
6. Proposed timing related to Closing.
7. A detailed description outlining Proposer's intended use(s) of the Property  
The description should include the items listed below:
  - a. All intended uses
  - b. Rehabilitation or modifications
  - c. Proposed benefits to the Municipality
  - d. The proposed timing for the opening of the new use
  - e. How the intended use will benefit the Municipality and surrounding area
  - f. The estimated number of jobs that would be created for residents in the area during project design and the business's opening.

The Proposer must honour all aspects of the Proposal, including the offer price, for a minimum of ninety (90) days from the deadline for the RFP submission date.



## APPENDIX A

### VALIDATION QUESTIONS FOR THE PROPOSER

#### General Information

1. Company Name:  
Address:  
Contact Name:  
Contact Phone:  
Contact Email:  
Website:
2. How many years has your Company been doing business under this name?
3. References- Please list at least three references and their contact information.

#### Legal Issues

1. Are there any pending lawsuits against your Company? If yes, please explain.

**APPENDIX B**  
**PRICE MATRIX**

(to be sent with the Proposal in a separate, sealed envelope- see instructions in Section 1)

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contact Name**

\_\_\_\_\_  
**Title**

**Offer Price of Property** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Contact Person**

**By signing the above, I certify that I am authorized by the Company named above to respond to this request.**

**APPENDIX C**

**CONDITIONS AND NON-COLLUSION FORM**

To receive consideration, this form must be signed in full by a responsible, authorized representative of your Company.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and all terms included as part of this RFP.

In signing this Proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or, participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or Company to submit or not to submit a proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed before the due date and time to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

\_\_\_\_\_  
**Legal Name of Company/Business**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**City/Prov.**

\_\_\_\_\_  
**Postal Code**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Authorized Signature**

**APPENDIX D**

**INTENT TO RESPOND FORM**

**RFP: Purchase and Development of 513 Mill Road, Boissevain, MB.**

**Dated** \_\_\_\_\_

Email this Intent to Respond Form at least five (5) business days before the RFP deadline, even if your Company chooses NOT to participate.

To: Municipality of Boissevain-Morton  
Attn: Leo Poulin  
Email: [lpoulin@boissevain.ca](mailto:lpoulin@boissevain.ca)

From: Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

---

We intend to respond to this RFP by the specified due date:

YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
**Contact Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature of Contact Person**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Witness**

\_\_\_\_\_  
**Signature of Witness**

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

**APPENDIX E**

**PROPERTY INFORMATION**

**ADDRESS**

Location: 513 Mill Road, Boissevain, MB

Legal Address: Lots 26 & 27 Block 1 Plan 774 Municipality of Boissevain-Morton

**SIZE:**

Frontage: 105 Feet

Concrete Parking: 15,000 Square Feet

Feet

Building: 4,264 Square Feet

Parking Lot Total 22, 465 Square

**ASSESSMENT (2024)**

Land \$24,400

Building \$364,100

Total \$389,500



**FRONT OF THE BUILDING (EAST SIDE)**



**NORTH SIDE OF THE BUILDING & PARKING LOT**



**WEST SIDE OF BUILDING**



**SOUTH SIDE OF BUILDING**

## ITEMS INCLUDED IN THE BUILDING

Leather Chairs	10
Dining Room Chairs	12
Large Tables	2
Cabinet- 2 door	1
Large Walk-in Freezers	2
Stand-up Cooler	1
Ice Machine	1
Dough Proof Machine	1
Dough Press	2
Two-Tier Pizza Oven	1
Pressure Cooker (for Chicken)	1
Deep Fryer (4 baskets)	1
Commercial Toaster	1
Flat Top Grill	1
Fire Grill	1
Stove	1
Large Sinks	2
Prep Stations/Cooler	2
Prep Station- with heat	1
Plastic tubs for prep stations- various sizes	30
Portable Buffet	1
Large Warmer	1
Large Storage Racks	3
Serving Platters- various sizes	98
Plates	100
Soup Bowls	30
Lasagna Bowls	4
Pasta Bowls	70
Extra Large Bowls	25
Caddy for Condiments	12
Large Coffee Maker with 2 Burners	2
Coffee Carafes	6
Coffee Cups	75
Glasses	50
Small Glasses	24
Flat Screen T.V.	6
Large Speakers	2
Estimated Current Value	\$2,750.0

**DEVELOPMENT AGREEMENT**

This Agreement of Purchase and Development dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

BETWEEN:

**MUNICIPALITY OF BOISSEVAIN-MORTON**, a municipality body corporate  
(from now on, called the "Municipality.")

-and-

**{PURCHASER'S NAME}**  
(from now on, called the "Purchaser".)

Whereas the Municipality is the owner of 513 Mill Road, Boissevain, Manitoba

AND Whereas the Purchaser wishes to purchase 513 Mill Road, Boissevain, Manitoba, which is shown on the Plan of the Lot attached hereto and marked as Schedule "A," which also forms part of this agreement, from now on referred to as the "Property."

NOW THEREFORE WITNESSETH that in consideration of the mutual promises and covenants contained herein, the Municipality and the Purchaser do hereby agree as follows:

**A. PURCHASE PRICE**

1. The Municipality hereby agrees to sell the Property to the Purchaser, and the Purchaser hereby agrees to purchase the Property from the Municipality, all on the terms and conditions of this Agreement of Purchase and Development.
2. The Purchase Price for the Property shall be \$\_\_\_\_\_
3. The Municipality acknowledges that the Purchaser has submitted a Deposit of \$\_\_\_\_\_ to be held in trust by the Municipality without interest. The Deposit is to be credited against the final Purchase Price or forfeited upon the Purchaser's failure to fulfil the terms of this Agreement. The Deposit shall be returned to the Purchaser, without interest, if the Municipality fails to fulfil the terms of this Agreement.
4. On the Closing Date, the Purchaser shall pay the balance of the Purchase Price, which is \$\_\_\_\_\_, to the Municipality by certified cheque. Interest, municipal taxes, and other matters generally adjusted for properties of this nature will be adjusted between the Municipality and the Purchaser as of the Closing Date.



## **B. CLOSING**

5. The closing date for the sale of the Property by the Municipality to the Purchaser and the payment of the purchase price balance by the Purchaser to the Municipality shall occur on August 30<sup>th</sup>, 2024. Nothing in this agreement precludes the Municipality and the Purchaser from mutually agreeing to a Closing Date earlier or later than the date set out in the Clause. For purposes of this Agreement, the CAO is authorized to change the Closing Date on behalf of the Municipality.
6. If, through no fault of the Municipality, the Purchaser is not in a position to close the transaction on the Closing Date established in Clause 5 of this Agreement, and in the event another date cannot be mutually agreed upon, interest is to accrue on the outstanding balance of the Purchase Price at the rate of prime, as established by the bank of record for the Municipality, plus 8% from the originally scheduled Closing Date to a subsequent Closing Date established by the Municipality; or the Municipality at its discretion, may terminate the transaction and retain the 10% Deposit. The Purchaser thereby forfeits any future claim or interest in the Property, and the Municipality will not be liable for any costs or damages.
7. If the Purchaser does not complete the Closing of the Agreement as provided for herein, the Purchaser shall forfeit the Deposit, and this forfeiture will be in addition to all other claims that the Municipality may have against the Purchaser for its failure to complete this Agreement.
8. At the Closing, the Property shall be conveyed by the Municipality to the Purchaser by Warranty Deed drawn at the Municipality's expense and delivered to the Purchaser by the Municipality upon payment of the Purchase Price. At the Closing, the Municipality and the Purchaser agree that the taxes to be paid on the Purchase Price are, without restricting the generality of the preceding, the Harmonized Sales Tax and the Municipal Deed Transfer Tax, which are not included in the Purchase Price for the Property and are to be paid separately by the Purchaser at the Closing. [If the Purchaser is an HST registrant, the Purchaser will self-assess the HST portion and remit directly to the Canada Revenue Agency for the payment of HST related to this transaction.)

## **C. PLAN OF SURVEY AND LEGAL DESCRIPTION**

9. If required, the Municipality will, at its expense, provide the Purchaser with a plan of survey and legal description of the Property as soon as possible following the signing of this Agreement by the Municipality and the Purchaser. Upon receipt of notice of the final registration, the Purchaser will be entitled to five (5) days to investigate the title to the Property, which it must do at its own expense. If, within that time, any valid objection to title is made in writing to the Municipality which the Municipality will be unwilling or unable to remove and which the Purchaser will not waive, then this Agreement will be null and void, and the Deposit herein will be returned to the Purchaser, without interest, and there will be no further obligations between the Municipality and the Purchaser; and

without liability by the Municipality for any expenses incurred or damages sustained by the Purchaser.

#### **D. CONDITION OF PROPERTY**

10. The Property shall be conveyed subject to any Encumbrances, Easements, Restrictions or Covenants that affect the Property.
11. Unless otherwise specifically agreed upon in writing by the Purchaser and the Municipality, the Property is conveyed on an “as is” basis.
12. The Municipality and the Purchaser acknowledge and agree that the Municipality will not be deemed as making any representation or warranties to the Purchaser concerning the site conditions of the Property. The Purchaser will be solely responsible for conducting all appropriate site investigations and ensuring that the Property and the Development on the Property comply with all applicable building and environmental regulations, including, without limitation, the following:
13. The Purchaser will have thirty (30) days from the date of signing this Agreement to make such physical and other inspections and reviews of the Property as the Purchaser deems necessary, at the Purchaser's expense, to determine whether the Property is suitable in the Purchaser's opinion, for the Purchaser's intended use of the Property. If the Purchaser decides that the Property is not suitable for its intended use, the Purchaser will notify the Municipality in writing within thirty (30) days from the date of the signing of this Agreement by the Purchaser. Along with the written notification, the Purchaser must provide the Municipality with a copy of the report(s) which served as the basis for this determination. Upon the Municipality's receipt of the aforementioned written notification and reports(s), this Agreement becomes null and void. The Municipality will refund the Deposit to the Purchaser without any interest, and there will be no further obligations by the Municipality and without liability by the Municipality for any expenses incurred or damages sustained by the Purchaser. In the event the Municipality has not received the aforementioned written notification and report(s) from the Purchaser within thirty (30) days, it is understood and agreed by the Purchaser and the Municipality that the Purchaser, for this Agreement, accepts the existing physical conditions of the Property; waive any rights to subsequent objections and claims, and that the provisions of this Clause have been fully satisfied. Upon completion of the physical inspections of the Property, the Purchaser will reinstate the Property to the Property's previous condition immediately before the Purchaser conducts the inspections. The Municipality requires that the Purchaser indemnify any causes of action for which the Municipality may be considered or become liable by granting permission to the Purchaser to conduct inspections and reviews of the Property prior to Closing. Without limiting the generality of responsibility to indemnify the Municipality, the Purchaser must maintain and pay all general public liability insurance premiums with a minimum coverage of \$2 million. The Purchaser will provide the Municipality satisfactory written evidence that such insurance

is in full force and effect before the Municipality gives permission to complete inspections and reviews of the Property.

14. All land and the Property being purchased hereby shall be and remain the responsibility of and at the risk of the Municipality pending the Closing.

## **F. GENERAL CONDITIONS**

15. At its sole discretion, the Municipality may give permission to the Purchaser to take early possession of the Property. Upon taking early possession of the Property, the Purchaser thereby indemnifies the Municipality against all liabilities, costs, fines, suits, claims, demands and actions, and causes of action of any kind for which the Municipality may be considered or become liable by reason of the Purchaser taking early possession of the Property. Without limiting the generality of the Purchaser's responsibility to indemnify the Municipality, the Purchaser must maintain and pay all general public liability insurance premiums with a minimum coverage of \$2 million. The Purchaser must provide the Municipality with satisfactory written evidence that such insurance is in effect before Closing.
16. Any tender of documents to be delivered, or money payable, or any notices required hereunder, must be made upon the Municipality or any party acting for the Municipality, and monies to be by way of certified cheque, with all written notices to be sent by mail at the address of the Municipality to the attention of:

**Municipality of Boissevain-Morton**  
C/O Leo Poulin, CAO  
RFP: 513 Mill Rd.  
P.O. Box 490  
Boissevain, Manitoba R0K 0E0

And the Purchaser to the attention of:

**Purchaser's Name**  
Address

17. This agreement is subject to the approval of the Council of the Municipality of Boissevain-Morton. If the Council does not approve this Agreement of Purchase and Development or approves this Agreement subject to additional terms and conditions that are not agreeable to the Purchaser, the Municipality must refund to the Purchaser, without interest, the Deposit on the purchase price in the amount of \$ \_\_\_\_\_ and any payment made by the Purchaser to the Municipality totalling \$ \_\_\_\_\_ for the cost of preparing the plan of survey and legal description, the appraisal of the market value of the Property and the preparation of the deed and Municipal closing costs. Upon refunding the monies referred to in this Clause, this Agreement shall be null and void, and there shall be no further obligations between the Municipality and the Purchaser and

without liability by the Municipality for any expenses incurred or damages sustained by the Purchaser.

18. Time will be of the essence of this Agreement in all respects. In the event of a written agreement of extension, time shall continue to be of the essence. Day refers to calendar days unless otherwise specified.
19. This Agreement shall be governed by and construed by the laws of the Province of Manitoba.
20. This Agreement will be to the benefit of and be binding upon the Municipality and the Purchaser, their executors, respective heirs, administrators and approved successors and assigns.
21. This Agreement shall constitute the entire Agreement between the Municipality and the Purchaser concerning the subject matter hereof and supersedes all other agreements, contracts, and understandings, whether oral or written. This Agreement may be changed by a written agreement executed by all of the Municipality and the Purchaser hereto.
22. The Purchaser acknowledges and agrees that the Municipality shall not be deemed as making any representations or warranties that the Property may be developed for the Purchaser's intended use.
23. The Purchaser acknowledges and agrees that the person or people executing this Agreement on behalf of the Purchaser have the authority to bind the corporation.

**G. ADDITIONAL CONDITIONS**

24. The back land of the property is currently utilized as a public lane, and the municipality wishes to register this as a public lane in the near future. The purchaser agrees to approve the subdivision and transfer of the private back lane to a public lane. The costs will be at the responsibility of the Municipality.

**IN WITNESS WHERE OF** the Municipality and the Purchaser hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SIGNED, SEALED and DELIVERED**

**Purchaser's Name**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name & Position held

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Position held

**Municipality of Boissevain-Morton**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Head of Council

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Administrative Officer