

APPENDIX A

Land Purchase Agreements

OFFER TO PURCHASE

TO: STANLEY CHARLES BRYANT and BONNIE KATHLEEN ELISABETH BRYANT,
of Miniota, Manitoba

HEREINAFTER CALLED THE "VENDOR"

THE RURAL MUNICIPALITY OF MINIOTA

HEREINAFTER CALLED THE "PURCHASER"

hereby offer to purchase from you, the Vendor, all your interest in the following lands, premises, goods and chattels:

Part of the NE 25-13-27 WPM as set out in title number 1971356/5, abutting Lot 1 Plan 41952 NLTO comprising 8 to 10 acres depending upon the final plan of subdivision, for the purposes of expansion of the Municipal Lagoon as shown in the plan attached hereto.

(excepting thereout) all Mines and Minerals and Gravel in Transfer 150811 NLTO

Free from encumbrances, easements and encroachments by adjoining structures, except for:

- (i) Any mortgage herein agreed to be assumed as part of the purchase price.
- (ii) Any building restriction caveat with which the property complies.
- (iii) Any Easement, the existence of which is apparent on inspection of the property.
- (iv) Any Public Utility Caveat protecting a Right-of-Way for a service to which the premises are connected.
- (v) Any Petroleum and Natural Gas Lease, Pipeline Right-of-Way, and surface leases and flow line and power line rights of way.
- (vi) Tenants: None
- (vii) Other None

subject to all structures on the said land complying with all applicable building and zoning restrictions and not encroaching beyond the limits of the said land or on any Public Utility Right-of-Way, except for: None

AT AND FOR THE PURCHASE PRICE OF THIRTY-FIVE THOUSAND TO TWENTY-EIGHT THOUSAND DOLLARS more or less at the rate of \$3,500.00 per acre plus applicable GST in lawful money of Canada.

Final purchase price shall be determined by the survey of subdivision and shall be payable at Virden, Manitoba in full within 15 days of the final approval of the subdivision of the land.

CLOSING DATE AND VACANT POSSESSION shall be on the 15th day following the subdivision approval or such other times as the Parties may agree.

THE DATE FOR ADJUSTMENT of taxes (including local improvements) shall be on the Closing Date.

ACCEPTANCE:

THIS OFFER IS OPEN FOR ACCEPTANCE UNTIL THE 24th DAY OF JANUARY, 2014.

The Vendor and Purchaser agree as follows:

1. **TRANSFER OF TITLE**

This agreement is subject to the Purchaser receiving a good and registerable Transfer from the Vendor on or before the closing date which, upon registration in the appropriate Land Titles

Office, will vest clear title to the Purchaser or the Purchasers nominee, subject only to those encumbrances above set forth.

2. **TENANTS**

The Purchaser understands that if the property is subject to tenancy, the Purchaser will have to give notice according to the laws of Manitoba if the Purchaser intends to occupy the property. Unless otherwise agreed herein, the Vendor agrees to give vacant possession.

3. **RISK OF DAMAGE**

Until the date of possession, the property shall remain at the risk and responsibility of the Vendor. If the property suffers substantial damage which is not repaired before the date of possession, the Vendor may cancel this contract and all monies paid or deposited shall be refunded.

4. **INSPECTION**

There is no representation, warrant, or condition affecting this agreement other than as expressed in writing. In making this Offer, the Purchaser relies only on the Purchaser's own inspection and/or written representations of the Vendor.

5. **CONTRACT**

Once accepted, this Offer is a legally binding contract and is binding upon the parties hereto, their heirs, successors, executors, administrators and assigns.

6. **TIME**

Time is of the essence in this agreement.


7. **OTHER**

- a. The Property has to subdivided and the Vendor hereby agrees to participate in and support the subdivision process and to authorize the Purchaser to proceed with the subdivision on their behalf. If subdivision is denied then the contract will be null and void. The Purchaser will pay all of the cost of subdivision.
- b. That the Purchaser is able to obtain an environmental licence to proceed with its lagoon expansion. If the licence is denied then this agreement will be null and void.
- c. The Purchaser will fence the land intended for the expanded sewage lagoon where such land adjoins the Vendor's remaining lands, in accordance with acceptable standards for such enclosures.
- d. The Vendor will permit the authorized agents of the Purchaser access to the lands for any purpose related to the application for the environmental licence and the subdivision process.

This Offer is made this 24th day of January, 2014 as attested by the duly authorized officers of the Municipality

R.M. MINOTA

Per:



Reeve



Chief Administrative Officer

Name of Purchaser's solicitor: Meighen, Haddad LLP, c/o Pat L. Fraser

OFFER TO PURCHASE

TO: ROBERT DEAN FENTY and DEBORAH LYNN FENTY, Box 219, Miniota, Manitoba
R0N 1m0

HEREINAFTER CALLED THE "VENDOR"

THE RURAL MUNICIPALITY OF MINIOTA

HEREINAFTER CALLED THE "PURCHASER"

hereby offer to purchase from you, the Vendor, all your interest in the following lands, premises, goods and chattels:

Part of the NE 25-13-27 WPM as set out in title number 2062082/5, abutting Lot 1 Plan 41952 NLTO comprising approximately 2 acres depending upon the final plan of subdivision, for the purposes of expansion of the Municipal Lagoon as shown in the plan attached hereto.

(excepting thereout) all Mines and Minerals and Gravel in Transfer 150998 NLTO

Free from encumbrances, easements and encroachments by adjoining structures, except for:

- (i) Any mortgage herein agreed to be assumed as part of the purchase price.
- (ii) Any building restriction caveat with which the property complies.
- (iii) Any Easement, the existence of which is apparent on inspection of the property.
- (iv) Any Public Utility Caveat protecting a Right-of-Way for a service to which the premises are connected.
- (v) Any Petroleum and Natural Gas Lease, Pipeline Right-of-Way, and surface leases and flow line and power line rights of way.
- (vi) Tenants: None
- (vii) Other None

subject to all structures on the said land complying with all applicable building and zoning restrictions and not encroaching beyond the limits of the said land or on any Public Utility Right-of-Way, except for: None

AT AND FOR THE PURCHASE PRICE OF SEVEN THOUSAND DOLLARS more or less at the rate of \$3,500.00 per acre plus applicable GST in lawful money of Canada.

Final purchase price shall be determined by the survey of subdivision and shall be payable at Virden, Manitoba in full within 15 days of the final approval of the subdivision of the land.

CLOSING DATE AND VACANT POSSESSION shall be on the 15th day following the subdivision approval or such other times as the Parties may agree.

THE DATE FOR ADJUSTMENT of taxes (including local improvements) shall be on the Closing Date.

ACCEPTANCE:

THIS OFFER IS OPEN FOR ACCEPTANCE UNTIL THE 18TH DAY OF FEBRUARY, 2014.

The Vendor and Purchaser agree as follows:

1. **TRANSFER OF TITLE**

This agreement is subject to the Purchaser receiving a good and registerable Transfer from the Vendor on or before the closing date which, upon registration in the appropriate Land Titles Office, will vest clear title to the Purchaser or the Purchasers nominee, subject only to those encumbrances above set forth.

2. **TENANTS**

The Purchaser understands that if the property is subject to tenancy, the Purchaser will have to give notice according to the laws of Manitoba if the Purchaser intends to occupy the property. Unless otherwise agreed herein, the Vendor agrees to give vacant possession.

3. **RISK OF DAMAGE**

Until the date of possession, the property shall remain at the risk and responsibility of the Vendor. If the property suffers substantial damage which is not repaired before the date of possession, the Vendor may cancel this contract and all monies paid or deposited shall be refunded.

4. **INSPECTION**

There is no representation, warrant, or condition affecting this agreement other than as expressed in writing. In making this Offer, the Purchaser relies only on the Purchaser's own inspection and/or written representations of the Vendor.

5. **CONTRACT**

Once accepted, this Offer is a legally binding contract and is binding upon the parties hereto, their heirs, successors, executors, administrators and assigns.

6. **TIME**

Time is of the essence in this agreement.


7. **OTHER**

- a. The Property has to subdivided and the Vendor hereby agrees to participate in and support the subdivision process and to authorize the Purchaser to proceed with the subdivision on their behalf. If subdivision is denied then the contract will be null and void. The Purchaser will pay all of the cost of subdivision.
- b. That the Purchaser is able to obtain an environmental licence to proceed with its lagoon expansion. If the licence is denied then this agreement will be null and void.
- c. The Purchaser will fence the land intended for the expanded sewage lagoon where such land adjoins the Vendor's remaining lands, in accordance with acceptable standards for such enclosures.
- d. The Vendor will permit the authorized agents of the Purchaser access to the lands for any purpose related to the application for the environmental licence and the subdivision process.

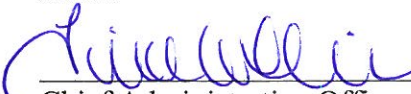
This Offer is made this 13th day of February, 2014 as attested by the duly authorized officers of the Municipality

R.M. MINOTA

Per:



Reeve




Chief Administrative Officer

Name of Purchaser's solicitor: Meighen, Haddad LLP, c/o Pat L. Fraser

We the within named Vendors hereby ACCEPT the foregoing Offer to Purchase, and agree to abide by and fulfill the terms and conditions thereof.

WITNESS our hands this day of February, 2014

SIGNED, SEALED AND DELIVERED)
in the presence of:)



Witness)



ROBERT DEAN FENTY)



DEBORAH LYNN FENTY)

Name of Vendor's solicitor:

:

OFFER TO PURCHASE

VENDOR: FENTY, ROBERT AND DEBORAH

PURCHASER: R.M. OF MINIOTA

PREPARED BY: MEIGHEN, HADDAD LLP
Barristers and Solicitors
110 - 11th Street
Brandon, Manitoba
R7A 4J4
ATTENTION: PAT L. FRASER
Phone: 725-8764/748-2284

SURVEY MONUMENTS FOUND ON THE GROUND ARE DESCRIBED AND SHOWN THUS
 ROW SURVEY POSTS 1" x 1" x 36" ARE PLACED AT ALL POINTS SHOWN THUS
 ROW SURVEY POSTS 3/4" x 1-1/4" x 30" ARE PLACED AT ALL POINTS SHOWN THUS



GOVERNMENT ROAD ALLOWANCE



GOVERNMENT ROAD ALLOWANCE

NE 1/4 SEC. 25-13-27 WPM
 Stan Bryant

PROBIA UNITS
 12 12
 12 12
 12 12

[Handwritten signature]
 12 12 12
 12 12 12

Lagoon Expansion Project



0 50 100 150 200 Meters

1 centimeter = 24 meters



Upper Assiniboine River
Conservation District
Minota MB. 567-3554
On the web: uarcd.com

Air photo taken 2007