

**THIS OFFER** made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020.

**TO:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA,**  
represented by the Minister of Central Services,  
c/o Real Estate Services Branch  
Room 308, 25 Tupper Street N. Portage la Prairie MB R1N 3K1  
(hereinafter called "Manitoba")

**BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Print full name, Address and Phone Number)  
(hereinafter called the "Purchaser")

Manitoba, by advertisement of a Notice of Tender, invited Offers for the purchase of a certain building hereinafter more particularly described.

The Purchaser hereby Offers to purchase the hereinafter described building for the sum of \$ \_\_\_\_\_ **(the Purchase Price)**

and declares with Manitoba that this Offer shall be irrevocable by the Purchaser after 1:30p.m. on the 25th day of August, 2020, the date and time at which Offers will be considered.

**TERMS and CONDITIONS:**

1. Manitoba agrees to sell and the Purchaser agrees to purchase for the Purchase Price, **plus** applicable Provincial Sales Tax and Federal Goods and Services Tax, the herein described building on an "as is" basis:

Building No. \_\_\_\_\_  
as same is shown on **Schedule "A"** attached hereto (the Building).

Approved as  
to Content:

2. The Purchaser shall:

- a) **deposit** on account, a **Bank Draft, Certified Cheque, or Money Order** in the amount of **10%** of the Purchase Price, receipt of which shall be acknowledged by Manitoba upon acceptance of this Offer (*the deposit to be refunded forthwith to the Purchaser if this Offer is not accepted*);
- b) **within 5 business days** from notification of acceptance of this Offer, provide to Manitoba a further **Bank Draft, Certified Cheque, or Money Order** in the amount of the balance of the Purchase Price plus applicable Taxes, notification of acceptance is deemed to have been given on the day on which such notice is delivered or on the next business day following the day on which such notice is mailed, as the case may be; and
- c) if the balance payable is not received by Manitoba as provided for in clause 2 b), forfeit as liquidated damages and not as a penalty the deposit enclosed with this Offer and further Manitoba is hereby released by the Purchaser to re-sell the Building at its sole discretion.
- d) **within 5 business days** from notification of acceptance of this Offer, provide to Manitoba your building mover's contact information along with proof of liability insurance up to \$2 million dollars.

3. Manitoba shall provide possession of the Building, to the Purchaser upon this agreement being accepted by Manitoba and the Purchaser providing to Manitoba the balance payable as provided for in clause 2 b).

4. The Purchaser shall:

- a) remove the Building from the site to foundation level within 30 days of Notification that the Offer is successful (unless otherwise agreed upon in writing), together with all contents, and all resulting debris to the satisfaction of Manitoba's representative; and
- b) be responsible for the discontinuance of Hydro from the service pole.

5. The Purchaser further understands and agrees that, failure to remove the Building from Manitoba's property or carry out the required site work as agreed to under Clause 4 herein, shall result in Manitoba carrying out the required work, including but not limited to demolition or sale of the Building, and the Purchaser shall be liable for all costs thereof and shall further forfeit as liquidated damages and not as a penalty the monies paid on account.

6. Time shall be of the essence of this Agreement.

Approved as  
to Content:

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7. This agreement constitutes the entire agreement between the Purchaser and Manitoba.

SIGNED in the presence of:

_____ )	_____ )
Witness )	per: )
	(the Purchaser) )
	)
_____ )	_____ )
Witness )	per: )
	(the Purchaser) )

\_\_\_\_\_

**ACCEPTANCE** on behalf of Her Majesty the Queen in Right of the Province of Manitoba this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020

\_\_\_\_\_  
Signing Officer for the Minister of Central Services  
(Manitoba)

Approved as  
to Content:

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\_\_\_\_\_  
Prepared by SA May 13, 2020

## SCHEDULE "A"

### **BUILDING #1: Bungalow**



1,484 Sq. Ft. (approx. 28' x 50') with approx. 9' x 9' attached porch  
Master with 3 piece en suite (shower)  
2 Additional Bedrooms  
1 Main Full Bathroom  
1 Office

### **BUILDING #2: Detached Garage**



1,484 Sq. Ft. (approx. 36' x 26')  
Double Overhead Doors (9' x 9' & 9' x 7')  
1 Man Door  
1 Window

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Prepared by SA May 13, 2020

**BUILDING #3: Guest House**



324 Sq. Ft. (approx. 18' x 18')  
Unfinished Interior

Approved as  
to Content:

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Prepared by SA May 13, 2020

**BUILDINGS TO BE REMOVED**  
**164024 PTH 6, RM of Grahamdale**

**Information and Instructions to Bidders:**

1. Offers must be consistent with these instructions to Bidders and must be submitted on Real Estate Services Branch's **prescribed Offer/Tender form**, a copy attached to the webpage listing this property or may be obtained by contacting Real Estate Services Branch, Room 308 - 25 Tupper Street North, Portage la Prairie, MB R1N 3K1, Sheri Assenmacher or by telephone 1-204-239-3798 or 1-204-239-3510.
2. Offer to be provided in a sealed envelope marked "**TENDER HLA-17-13272-0012**".
3. Offers that delete or amend terms and conditions contained in the prescribed form or that contain terms and conditions additional to those contained in the prescribed form will not be accepted.
4. **All sections** in the prescribed Offer/Tender form must be completed by the bidder.
5. A deposit (**certified cheque, bank draft or solicitor's trust cheque**) made payable to The Minister of Finance in an amount of not less than 10% of the total purchase price must accompany the Offer.
6. After 1:30p.m. local time on August 25, 2020, Real Estate Services Branch will begin evaluating all Offers received by that date and time for the purpose of determining if a satisfactory Offer has been received. If Real Estate Services Branch determines that a satisfactory Offer/Tender has been received, it may proceed to recommend acceptance of the Offer/Tender.
7. Provided an Offer/Tender is not received Real Estate Services Branch may consider an Offer/Tender submitted after 1:30p.m. local time on August 25, 2020. An Offer/Tender submitted after that date and time are subject to all of the same conditions set out herein and in the prescribed Offer/Tender form.
8. The successful bidder will have 5 business days as set out under Clause 2 b) of the prescribed Offer/Tender form to provide the balance of the Purchase Price including applicable taxes (**certified cheque, bank draft or solicitor's trust cheque**).
9. Buildings sold "as is".