

**LIMITED POWER OF ATTORNEY**

I, (insert full name of donor) of (insert full address and postal code) appoint (insert full name of lawyer appointed) of (insert full address and postal code) to be the attorney for me and in my name and place to do all things required to be done on my behalf in order to complete the [purchase / mortgage / sale] of (insert civic address or short legal description of the property as referred to in the Offer or the Mortgage Commitment) contemplated by my agreement with (insert full names of all other parties, including the donor's mortgagee, if applicable) dated \_\_\_\_\_. For that purpose (but without limitation), my attorney may execute and deliver, or amend, correct, replace or re-execute and deliver, all documents, forms, instruments, elections, acknowledgements, consents or releases (including any consent or release under *The Homesteads Act [Manitoba]*), may give evidence on my behalf by way of affidavit, statutory declaration or otherwise concerning any matter, and may do all lawful acts which, in the opinion of my attorney, may be necessary or desirable.

SIGNED AND SEALED at \_\_\_\_\_, Manitoba, this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Signed, published and declared by \_\_\_\_\_ )  
in my presence, and at his/her request )  
and in his/her presence, I have hereunder )  
subscribed my name as a witness. )

\_\_\_\_\_) \_\_\_\_\_  
Witness )

Name and  
Occupation

**THE HOMESTEADS ACT  
ACKNOWLEDGEMENT FOR POWER OF ATTORNEY**

I, \_\_\_\_\_, the donor named in the above Limited Power of Attorney appointing \_\_\_\_\_ as my attorney, acknowledge that:

1. I am executing this Limited Power of Attorney freely and voluntarily, without any compulsion on the part of my spouse or common-law partner;
2. I am aware of the nature and effect of this Limited Power of Attorney; and
3. I am executing this acknowledgement apart from my spouse or common-law partner.

\_\_\_\_\_  
(Name of Donor) (Signature of Donor) (Date)

\_\_\_\_\_  
(Name of Witness) (Signature of Witness) (Date)

A Commissioner for Oaths/Notary Public in and for the Province of Manitoba. My Commission expires:

CANADA ) I, \_\_\_\_\_, of  
 ) the \_\_\_\_\_ of \_\_\_\_\_, in the  
 PROVINCE OF MANITOBA ) Province of Manitoba,  
 )  
 TO WIT: )

make oath and say that:

1. I was personally present and did see the within Limited Power of Attorney and Acknowledgement duly signed, sealed and executed by the donor of the power, \_\_\_\_\_, at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Manitoba, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and at the time of execution the donor was, in my opinion, of sound mind, memory and understanding.
2. I know the donor and he/she is, in my belief, eighteen (18) years of age or more.
3. I am a subscribing witness to the Limited Power of Attorney and Acknowledgement.
4. The Limited Power of Attorney and Acknowledgement was executed by the donor in my presence (or the donor acknowledged his or her signature in my presence), whereupon I did, in the presence of the donor, subscribe the Limited Power of Attorney and Acknowledgement as a witness.

SWORN BEFORE me at the \_\_\_\_\_ of )  
 \_\_\_\_\_, in Manitoba, this )  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ . )

\_\_\_\_\_ )  
 A Commissioner for Oaths in and )  
 for the Province of Manitoba )  
 My Commission Expires: )

\_\_\_\_\_  
 Witness

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NOTE TO SOLICITOR:

In circumstances where transfer or mortgage documents must be substantially amended or re-executed by the solicitor under the Limited Power of Attorney, the Land Titles Office may require that, in addition to filing the Limited Power of Attorney, the solicitor furnish evidence to the effect that:

1. the documents executed or amended by the grantee under the Limited Power of Attorney relate to the lands described in the Limited Power of Attorney; and
2. the documents executed or amended by the grantee under the Limited Power of Attorney relate to the transaction described in the Limited Power of Attorney.

Solicitors should consult with the Land Titles Office to determine its specific requirements in any individual case.

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, hereby acknowledge and agree as follows:

1. I am (one of) the purchaser(s) of the property commonly known as \_\_\_\_\_ (the "Property").
2. I have applied to \_\_\_\_\_ (the "Mortgagee") for a loan on security of a mortgage of the Property.
3. \_\_\_\_\_ ("my Lawyers") have advised me that I am not required to provide either a current original building location certificate and sketch of the Property, as prepared by a qualified Manitoba Land Surveyor (a "Building Location Certificate"), or a zoning memorandum issued by the municipality in relation to the Property (a "Zoning Memorandum") to the Mortgagee for its purposes.
4. Lawyers have advised me further as to the importance and various benefits of obtaining a Building Location Certificate and a Zoning Memorandum, and in particular:
  - (iii) that, without a Building Location Certificate and Zoning Memorandum, my Lawyers cannot certify that the buildings and structures purchased are located within the boundaries of the Property, that the Property is free from encroachments by buildings or structures on adjoining properties, or that the Property complies with applicable zoning regulations; and
  - (iv) that, after the closing of the purchase transaction, I cannot recover damages against the vendor should I later discover that the buildings and structures purchased are not located within the boundaries of the Property, that the Property is subject to encroachments by buildings or structures on adjoining properties, or that the Property does not comply with applicable zoning regulations.

My Lawyers have recommended that I obtain a Building Location Certificate and a Zoning Memorandum to protect my own legal, financial and other interests relating to the Property. I understand that advice of my Lawyers but, nonetheless, I have decided not to obtain a Building Location Certificate or a Zoning Memorandum and I have so instructed my Lawyers. My Lawyers are not responsible or liable for any loss that I suffer because of my decision not to obtain a Building Location Certificate and a Zoning Memorandum for the Property.

5. On closing of the transaction of purchase and mortgage of the Property, the assurances to be given by my Lawyers to the Mortgagee may be broader than the assurances my Lawyers will give to me, and may address matters which could have been verified by me had I obtained a Building Location Certificate and a Zoning Memorandum.

I have read over this document carefully before signing it, I understand its meaning, and I sign this document voluntarily.

DATED at \_\_\_\_\_, Manitoba this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

	)	
Witness	)	Signature of Purchaser