

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1258/83

BEING a By-law of the R. M. of Morris to authorize the purchase of part of the NE $\frac{1}{4}$  of Section 9, in Township 6 and Range 1 E.P.M.

WHEREAS the Council of the Rural Municipality of Morris has constructed a sewage lagoon for the new sewer system for Rosenort, Manitoba;

AND WHEREAS a ditch is required for the purpose of supplying drainage for the above mentioned lagoon;

AND WHEREAS Mr. Alvin Rempel is the owner of the NE $\frac{1}{4}$  of Section 9, in Township 6 and Range 1 E.P.M. as described under C.T. # G55819 and C.T.# G55818;

AND WHEREAS Mr. Alvin Rempel wishes to sell a portion of the above mentioned property to the Rural Municipality of Morris;

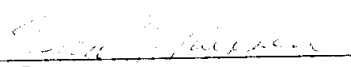
AND WHEREAS the Council of the Rural Municipality of Morris is in agreement to purchase approximately 0.9 acres from Mr. Alvin Rempel for this purpose;

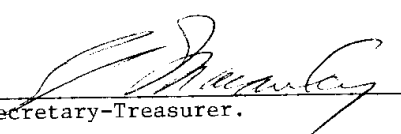
AND WHEREAS the purchase of this property has been duly posted and advertised and there were no complaints or objections received by Council regarding this purchase;

THEREFORE BE IT RESOLVED by the Rural Municipality of Morris in Council duly assembled as follows:

1. That the Rural Municipality of Morris does now authorize the purchase of the West 25 feet of approximately the North 1570 feet, being from the northern limit of the sewage lagoon site to the northern limit of the NE $\frac{1}{4}$  of Section 9, in Township 6 and Range 1 E.P.M. at a cost of \$527.84 per acre, being an approximate total amount of \$475.05.
2. That the Deputy-Reeve and the Secretary-Treasurer are hereby authorized to sign all necessary documents on behalf of the municipality in order to facilitate and complete this transaction.

DONE AND PASSED in open Council of the Rural Municipality of Morris, duly assembled this 13th day of January, 1983

  
Deputy-Reeve

  
Secretary-Treasurer.

Read a first time on the 13th day of January, 1983  
Read a second time on the 13th day of January, 1983  
Read a third time on the 13th day of January, 1983

THIS AGREEMENT made in duplicate this 13<sup>th</sup> day of January, A.D. 1983;

BETWEEN:

THE RURAL MUNICIPALITY OF MORRIS,  
(hereinafter called "the Purchaser")

OF THE FIRST PART,

- and -

ALVIN REMPEL, of the Post Office of  
Rosenort, in Manitoba, Farmer,

(hereinafter called "the Vendor")

OF THE SECOND PART.

WHEREAS the Vendor is the registered owner of the following described lands:

"the most Westerly Twenty-five feet in width of the North East Quarter of Section Nine, in Township Six and Range One, East of the Principal Meridian, in Manitoba, excepting thereout the most Southerly One Thousand and Seventy feet in depth thereof;"

AND WHEREAS the Purchaser requires the said lands for a drainage ditch for the sewage lagoon located on said Quarter Section and belonging to the Rural Municipality of Morris;

AND WHEREAS the Vendor is a member of the Council of the Rural Municipality of Morris;

AND WHEREAS the provisions of Section 49 (2.1) of The Municipal Act, S.M., Cap. M225, have been complied with in connection with the purchase and sale of the property contemplated by this agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. THAT the Vendor sells to the Purchaser and the Purchaser purchases

from the Vendor the following described lands:

"the most Westerly Twenty-five feet in width of the North East Quarter of of Section Nine, in Township Six and Range One, East of the Principal Meridian, in Manitoba, excepting thereout the most Southerly One Thousand and Seventy feet in depth thereof;"

at and for the sum of FOUR HUNDRED AND SEVENTY- FIVE AND FIVE ONE-HUNDREDTHS (\$475.05) DOLLARS, free and clear of all registered liens, mortgages or encumbrances of any kind whatsoever.

2. THAT the purchase price of \$475.05 is to be paid in cash upon the execution of this agreement.
3. THAT the possession and adjustment date be the 1st day of January, A.D. 1983.
4. THAT prior to the execution of this agreement, all provisions of Section 49(2.1) of The Municipal Act, S.M., Cap. M225 shall have been complied with.
5. THAT this agreement shall not be binding upon the parties hereto until approved in accordance with the provisions of Section 49(2.1) of The Municipal Act, S.M., Cap. M225.
6. THAT this agreement shall enure to the benefit of and shall be binding upon each of the parties hereto and their respective personal representatives, successors, administrators and assigns.
7. THAT the Vendor agrees to execute such further documents as may be required in order to vest title to the property referred to herein in the name of the Purchaser.

IN WITNESS WHEREOF the Purchaser has hereunto set its corporate seal, duly attested to by the hands of its proper officers in that behalf, and IN WITNESS WHEREOF the Vendor has hereunto set his hand and seal, the day and year first above written.

THE RURAL MUNICIPALITY OF MORRIS

per: *Debra J. [unclear]*  
Deputy - Reeve

per: *[Signature]*  
Secretary-Treasurer

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

*Rola S. Hamilton* )  
Witness )

*Alvin Rempel* )  
Alvin Rempel )