

THE RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1218/86

BEING a by-law of the Rural Municipality of Morris authorizing the purchase of Lots 5 to 11 incl., Block 2 and Plan 522, in Lowe Farm, Manitoba.

WHEREAS the Council of the Rural Municipality of Morris requires property for the purpose of having a Community Hall in the Village of Lowe Farm, Manitoba:

AND WHEREAS Peter F. Falk, of the Village of Lowe Farm, in Manitoba is the owner of Lots 5 to 11 inclusive, Block 2, and Plan 522 on which exists a structure which was formerly the Lowe Farm school;

AND WHEREAS Peter F. Falk wishes to sell the above mentioned property to the Rural Municipality of Morris;

NOW THEREFORE BE IT ENACTED and it is hereby enacted as a by-law of the Rural Municipality of Morris, in Council duly assembled, as follows:

1. THAT the Rural Municipality of Morris agree to purchase the following described lands:


Lots 5 to 11, both inclusive, in Block 2, and Plan 522 M.L.T.O. from Mr. Peter F. Falk, of the Village of Lowe Farm, Manitoba, for the sum of Fifty (\$50.00) Dollars.

2. THAT the Lowe Farm Community Hall Committee shall be responsible for the monetary amounts required to purchase the property and shall also be responsible to pay all legal costs incurred in connection with this transaction.

3. THAT the Reeve and the Secretary-Treasurer be and they are hereby authorized to do all things necessary and required to give force and effect to this by-law.

DONE AND PASSED by the Council of the Rural Municipality of Morris, in Council duly assembled, this 9th day of January, 1986.


Reeve


Secretary-Treasurer.

OFFER TO PURCHASE REAL ESTATE

I/We THE RURAL MUNICIPALITY OF MORRIS of the of in the Province of Manitoba, (Occupation)

Street address or legal description or both.

hereby offer and agree to purchase [redacted] (Broker's Name)

[redacted], the land and premises known as Lots 5 to 11, both inclusive, in Block 2, Plan 522, MLTO in SW 1/4 6-5-1 W. clear of all encumbrances and encroachments unless hereinafter stated, and subject to the property being in compliance with all existing building restrictions, at and for the price of \$ 50.00 payable as follows:

A deposit of \$ 25.00 to be applied towards the cash payment on this Offer (to be refunded if this offer is not accepted) \$ 25.00
A further cash payment of \$ 25.00 on or before possession and adjustment date \$ 25.00

The balance as follows:
Total Purchase Price \$ 50.00

All Adjustments of taxes, rentals, insurance premiums and any other adjustments to be made as of the first day of January, 1986. Possession date January 1, 1986 (State whether vacant or otherwise) vacant

The purchase price to include electric light fixtures, heating and plumbing fixtures as installed, screen windows and doors now on the premises which are clear of all encumbrances [redacted]

If no promise, undertaking or guarantee State none

Any promise, undertaking or guarantee made by the Broker or salesman must be attached to and form part of this offer. (If no promise or guarantee State none.)

The property, until date of possession, shall remain at the risk and responsibility of the Vendor. In signing this agreement I rely entirely upon my personal inspection and knowledge of the property independent of any representation made by or on behalf of the owner. This agreement, when accepted by the owner, shall constitute a binding contract of purchase and sale, and time shall, in all respects be of the essence thereof.

Insert date (if any)

I hereby make a cash deposit of \$ 25.00 in trust on account of this purchase payable to the vendor's solicitor [redacted] which deposit is to be returned to me without deduction or interest if the Vendor does not accept this offer by the 27th day of December, 1985

After the offer has been accepted by the Vendor the deposit shall become part of the purchase price and shall be held by the vendor's agent/in trust, for the Vendor to be paid over to him when he carries out his obligation under this agreement, but to be returned to me should he fail to do so.

Should I/We fail to comply with the terms of this offer, the Vendor may (at his option) cancel this agreement and retain the deposit as liquidated damages and not as a penalty, or take what other remedies he, the Vendor, may have at law.

If further space is needed use reverse side or attach separate sheet.

This offer is subject to the following conditions (if any). The purchaser understands that the building located on said property encroaches onto and straddles the lane between Lot 11 and Lots 5 to 10 inclusive, Block 2, Plan 522

WITNESS my hand and seal this 9th day of December JANUARY, A.D. 19 86. THE RURAL MUNICIPALITY OF MORRIS per: [Signature] Reeve

Witness per: [Signature] Signature of Purchaser Sec-Treas. (Name of Purchaser's Solicitors, if any) Address

ACCEPTANCE

I/We hereby accept the above offer and agree to and with the Rural Municipality of Morris to duly complete this sale on the terms and conditions above mentioned. Should I fail to do so the purchaser may (at his option) cancel this agreement and withdraw his deposit, or take what other remedies he, the purchaser, may have at law.

State in terms of percentage or dollars.

Any alternative commission arrangements must be stated.

I/We also agree to pay my Broker's commission of [redacted] and direct and authorize them to retain and apply the cash deposit or so much thereof as is required to pay the said commission as and when such deposit becomes properly payable to me. I hereby irrevocably direct and authorize my solicitors to promptly pay any unpaid commission out of the sale proceeds.

WITNESS my hand and seal this [redacted] day of December, A.D. 19 85

S. E. Braun (Name of Vendor's Solicitor, if any) Signature of Vendor Box 11, Lowe Farm, Mb. R0G 1E0 Address