

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1357/88

BEING a By-law authorizing the execution of an agreement between the R. M. of Morris and Mr. Jim Eidse and Mr. Garry Isaac.

WHEREAS there are two water dugouts in Rosenort, Manitoba which are on property belonging to the Rural Municipality of Morris and to Mr. Garry Isaac;

AND WHEREAS the Rural Municipality of Morris and all parties concerned wish to have these dugouts filled with dirt;

AND WHEREAS Mr. Jim Eidse is willing to fill the dugouts in exchange for the transfer of property occupied by the dugouts;

AND WHEREAS the closure of some Public Reserve property is required for the transfer of property to Mr. Jim Eidse and to Mr. Garry Isaac;

AND WHEREAS the Rural Municipality of Morris is to exchange designated properties with Mr. Garry Isaac;

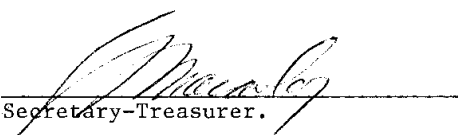
AND WHEREAS the Rural Municipality of Morris is also to obtain the property required for the purpose of opening a 40 foot wide roadway along the west side of Parcel 2 and 3, in Plan 7945 and on the west side of Lot 1, Plan 15124;

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

1. That the Rural Municipality of Morris enter into an agreement with Mr. Jim Eidse and Mr. Garry Isaac for the basic purposes as stated above.
2. That the Reeve and Secretary-Treasurer are hereby authorized to sign all necessary documents on behalf of the municipality in order to complete this agreement

DONE AND PASSED in open Council of the Rural Municipality of Morris duly assembled this 21st day of April, 1988


Reeve


Secretary-Treasurer.

THIS AGREEMENT made in duplicate this day of ,
A.D. 1987

AMONG:

THE RURAL MUNICIPALITY OF MORRIS,
(hereinafter referred to as the "Municipality"),

OF THE FIRST PART,

- and -

JAMES JACOB EIDSE, of the Village
of Rosenort, in Manitoba, Contractor,
(hereinafter referred to as "Eidse"),

OF THE SECOND PART,

- and -

GARRY ISAAC, Labourer, and **JOANNE ISAAC,** his
wife, both of the Village of Rosenort, in Manitoba,
(hereinafter referred to as "Isaac"),

OF THE THIRD PART.

WHEREAS the Municipality is the registered owner of all those portions
of Public Reserves shown outlined in red and yellow on Schedule "A" attached
hereto;

AND WHEREAS Eidse is the registered owner of the lands shown outlined
in blue on said Schedule "A";

AND WHEREAS Isaac is the registered owner of the lands shown outlined
in green on said Schedule "A";

AND WHEREAS the parties to this agreement wish to exchange with each
other all or certain portions of their property on terms and conditions
hereinafter set forth;

AND WHEREAS there are situated dugouts on a portion of the Public Reserve lands owned by the Municipality, which dugouts are to be drained and filled;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the covenants and terms and conditions hereinafter set forth, the parties agree as follows:

AGREEMENT FOR SALE BETWEEN THE MUNICIPALITY AND ISAAC

1.01 The Municipality and Isaac agree that the Municipality will convey all that portion of the Public Reserve land shown coloured red on Schedule "A" attached hereto, free and clear of all encumbrances, easements, encroachments and tenancies on the condition that Isaac convey to the Municipality, the Easterly 100 feet in width of the lands shown coloured green on Schedule "A" attached hereto, free and clear of all encumbrances, easements, encroachments and tenancies.

1.02 Vacant possession shall be given and all adjustments will be made thirty (30) days after all of the conditions contained in Paragraph 1.03 have been fulfilled.

1.03 The agreement between the Municipality and Isaac is subject to the following conditions being fulfilled or performed by August 1, 1991:

- a) The Municipality acquiring the lands referred to in Paragraph 2 herein from Eidse in accordance with the said paragraph;
- b) The Municipality and Isaac obtaining approval in accordance with the Planning Act and any other statute of the Province of Manitoba

for the conveyances referred to in paragraph 1.01.

AGREEMENT BETWEEN THE MUNICIPALITY AND EIDSE

2.01 The Municipality shall sell and convey to Eidse all that portion of Public Reserve lands shown coloured yellow in Schedule "A" attached hereto and all of those lands acquired from Isaac in accordance with Paragraph 1 herein, free and clear of all encumbrances, easements, encroachments and tenancies on the condition that Eidse will transfer to the Municipality, the Westerly Forty (40) feet of the lands shown coloured blue on Schedule "A" attached hereto free and clear of all encumbrances, easements, encroachments and tenancies.

2.02 Vacant possession shall be given and all adjustments will be made thirty (30) days after all of the conditions contained in paragraph 2.03 have been fulfilled.

2.03 The agreement between the Municipality and Eidse is subject to the following conditions being fulfilled or performed by August 1, 1990:

- S. J. d. 22*
D. T. P.
- a) The Municipality acquiring the lands referred to in Paragraph 1 from Isaac in accordance with Paragraph 1 herein;
 - b) Eidse obtaining a transfer from Isaac of the Westerly Thirty (30) feet of the Easterly One Hundred and thirty (130) feet of the lands shown outlined in green on Schedule "A" attached hereto and consolidating in one Certificate of Title the lands acquired from the Municipality and Isaac, as well as the Easterly Thirty (30)

feet of the lands shown coloured blue in Schedule "A" attached hereto;

- c) Eidse re-zoning all of the lands referred to in Praagraph. 2.03(b) to "R-1" in accordance with the Planning Scheme of the Municipality;
- d) Eidse draining, filling in and landscaping to the satisfaction of the Municipality the dugouts located on the lands conveyed to Eidse by the Municipality, and providing to the Municipality a satisfactory Indemnity Agreement, wherein Eidse will undertake to indemnify and save harmless the Municipality from any liability, claims or demands whatsoever that may result from the future development of the lands conveyed to Eidse by the Municipality;
- e) Eidse will provide the Municipality, at his own expense, with an engineering report indicating that the lands are suitable for building purposes;
- f) That the Municipality receives approval to open and establish a public road, which public road is shown shaded brown on Schedule "A" attached hereto, including the approvals and consents to the opening of the said public road from all of the owners of the land required for the public road;
- g) That Eidse and the Municipality shall have obtained all of the necessary consents, approvals, re-zoning classifications in accordance with the Planning Scheme of the Rural Municipality of

Morris, the Municipal Act of the Province of Manitoba, the Planning Act of the Province of Manitoba and any other statute of the Province of Manitoba necessary to permit the conveyances, road opening, closing of Public Reserves and re-zonings as referred to in Paragraphs 2.01 and 2.03.

2.04 That Eidse will pay for all of the costs of draining, filling and landscaping the dugout. All other costs, including legal, subdivision and survey costs shall be shared as follows:

The Municipality - 75%
Eidse - 25%
Isaac - 0%

2.05 That in the event all of the conditions contained in Paragraphs 1.03 and 2.03 cannot be fulfilled and in the event that Eidse proceeds to drain, fill and landscape the dugouts herein referred to, the Municipality will pay to Eidse the actual cost incurred for such closing, filling and landscaping, provided that such costs shall not exceed \$ 28,500.00. *SE*.

MISCELLANEOUS

3.01 Nothing in this agreement shall restrict or affect the powers of the Municipality to amend, repeal or vary its Planning Scheme applicable to the lands referred to herein or to enact a zoning by-law re-zoning the said lands and it is understood by Eidse and Isaac that the execution of this Agreement by the Municipality cannot operate to effect any variance to the Planning Scheme or approve any conditional use or operate to relieve against compliance with any other by-law or regulation of the Municipality.

3.02 Any notice required or permitted to be given hereunder may be effectively given by letter addressed:

- a) To the Municipality: Box 518, Morris, Manitoba R0G 1K0;
- b) To Eidse: Rosenort, Manitoba, R0G 1W0;
- c) To Isaac: Rosenort, Manitoba, R0G 1W0.

3.03 Time shall be of the essence of this agreement.

3.04 This agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

3.05 This agreement shall run with the lands and shall bind Eidse and Isaac and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

THE RURAL MUNICIPALITY OF MORRIS

per: [Signature]
Reeve

per: [Signature]
Secretary-Treasurer

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

[Signature]
Witness)

[Signature]
Witness)

Garry Isaac
Witness)

Garry Isaac
GARRY ISAAC)

[Signature]
JOANNE ISAAC)

[Signature]
JAMES JACOB EIDSE)

