

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1386/90

BEING a By-law authorizing the execution of an agreement between the R. M. of Morris and Weldon Hiebert and Ruth A. Hiebert.

WHEREAS the Rural Municipality of Morris wishes to purchase approximately 73 acres of land from Weldon J. Hiebert and Ruth A. Hiebert;

AND WHEREAS the Municipality intends to use this property for purposes of establishing a nuisance grounds on the property to be purchased;


AND WHEREAS the property to be purchased is described as all the area owned by Weldon H. Hiebert and Ruth A. Hiebert in the West half of the NE $\frac{1}{4}$ of Section 9, Township 6 and Range 1 E.P.M. and also the Westerly 149.9 feet of Legal Subdivisions 9 and 16 of Section 9, Township 6 and Range 1 E.P.M. and which area of land totals approximately 73.6 acres.

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

1. That the Rural Municipality of Morris does now enter into an agreement with Weldon Hiebert and Ruth A. Hiebert for the purpose of purchasing that area of the NE $\frac{1}{4}$ of Section 9, Township 6 and Range 1 E.P.M. as was described above.
2. That the agreement mentioned above shall be considered as Schedule "A" to this By-law.
3. That the Reeve and the 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 assembled this 8th day of March, 1990.


Reeve


Secretary-Treasurer

MEMORANDUM OF AGREEMENT made this 8th day of March, A.D. 1989.

BETWEEN:

**WELDON JOHN HIEBERT
and RUTH ANN HIEBERT**
(hereinafter referred to as the "Vendor")

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and agreements herein contained, it is by and between the parties hereto agreed as follows:

LAND TO BE PURCHASED AND SOLD

1. Subject to the terms and conditions hereof, the Vendor agrees to sell, assign and transfer to the Purchasers and the Purchasers agree to purchase from the Vendor the following described lands:

The West Half of the Northeast Quarter of Section Nine in the Sixth Township and First Range East of the Principal Meridian in Manitoba, excepting thereout all that portion contained within the limits of a survey the plan of which is filed in the Winnipeg Land Titles Office as No. 17349.

The most Westerly 149.9 feet in width of Legal Subdivisions Nine and Sixteen, of Section Nine in the Sixth Township and First Range, East of the Principal Meridian, in Manitoba, excepting out of said Legal Subdivision Nine, all that portion thereof contained within the limits of a survey, the plan of which is filed in the Winnipeg Land Titles Office as No. 17349.

as outlined in red on the attached sketch prepared by Wilson and Neal.

(hereinafter referred to as the "lands")

clear of all encumbrances, easements, encroachments and tenancies.

PURCHASE PRICE

2. The purchase price payable to the Vendor for the lands shall be the sum of FIFTY-FIVE THOUSAND AND FIFTY DOLLARS (\$55,050.00).

PAYMENT OF PURCHASE PRICE

3. The purchase price shall be paid and satisfied as follows:
- a) the sum of \$1,000.00 as a deposit payable to the Vendor's solicitor in trust at the time the Purchaser executes this agreement and to be returned to the Purchaser if the Vendor does not execute this Agreement.
 - b) a further cash payment of \$54,050.00 on or before the date of possession.

POSSESSION AND ADJUSTMENTS

4.1 Vacant possession shall be given and all adjustments shall be made as of the 15th day of April, A.D. 1990, with the exception of the real property taxes which will be adjusted as of the 1st day of January, 1990.

4.2 At the option of the Purchaser, the possession date may be advanced on the Purchaser giving 14 days notice of its intention to advance the possession date, in which event the possession date will be 21 days after the notice is given.

CONDITIONS

5. The sale and purchase of the lands is subject to the following terms and conditions for the exclusive benefit of the Purchasers to be fulfilled and/or performed at or prior to the Time of Closing:

- a) as of the date of possession the Vendor shall beneficially own, possess and have good and marketable title to the lands, free and clear of all mortgages, pledges, liens or encumbrances of any kind whatsoever (or will clear same from the said proceeds);
- b) that as of the date of possession the Vendor will not be a party to any lease agreement affecting the lands;
- c) that as of the date of possession the Purchaser shall have obtained all necessary approvals from provincial or other governmental authorities for the operation of a nuisance ground on the lands;
- d) that as of the date of possession the lands shall have been re-zoned or a variation approved to permit the operation of a nuisance ground;

e) that as of the date of possession the Purchaser shall have obtained a certificate of approval for the subdivision of the within described lands.

5.2 All of the terms, covenants and conditions of this agreement to be complied with or performed by the Vendor, at or before the date of closing, shall be complied with or performed and all covenants, representations and warranties of the Vendor shall survive the closing of the purchase and sale of the lands.

5.3 It is understood by the Vendor that the execution of this agreement by the R.M. of Morris cannot operate to effect or compel the R.M. of Morris to vary its zoning by-law or approve any conditional use or operate to relieve against compliance with any other by-law or regulation of the R.M. of Morris.

LEASE OF LAND

6. In the event the Purchaser does not require any of the cultivated portions of the lands for the purpose of a nuisance ground during 1990 and 1991 the Vendor shall have the option to rent the cultivated lands not used for the purpose of a nuisance ground at \$25.00 per acre per year during 1990 and 1991. The said lease payments would be due and payable on October 1, 1990 and 1991.

CLOSING DOCUMENTS

7. On or before the date of closing the Vendor shall deliver to the Purchaser all necessary deeds, conveyances, transfers and any other documents necessary or reasonable to transfer the lands to the Purchasers with a good and marketable title, free and clear of all mortgages, pledges, liens, charges, claims, rights, demands, restrictions, security interests or encumbrances of any kind whatsoever.

TIME OF ESSENCE

8. Time shall be of the essence of this agreement.

EXPENSES

9. The Vendor and Purchaser shall equally share all legal fees and disbursements as well as surveying costs with respect to the subdivision and conveyance of the lands.

FAILURE TO COMPLETE AGREEMENT

10.1 If the Purchaser fails to comply with the terms of this Agreement, the Vendor may, at its option, cancel this Agreement and retain the deposit as liquidated damages and not as penalty and take whatever remedies that the Vendor may have at law.

10.2 If the Vendor fails to comply with the terms of this Offer, the Purchasers may, at their option, cancel this agreement and withdraw its deposit and take whatever remedies the Purchaser may have at law.

EXECUTION OF AGREEMENT

11. The Purchasers shall have until the 31st day of March A.D. 1990 to execute the within Agreement, unless the Purchasers revoke their offer to contract on the basis of the within Agreement by notice of revocation to the Purchasers, which shall be deemed notice to the Purchasers to that effect.

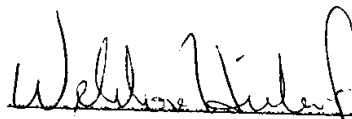
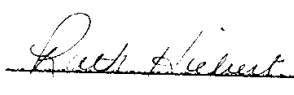
SUCCESSORS AND ASSIGNS

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

IN WITNESS WHEREOF the Vendors have hereunto set their hands and seals the day and year first above written.

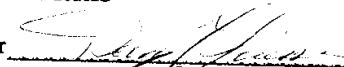
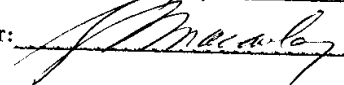
SIGNED, SEALED AND DELIVERED
in the presence of:


Witness

)  ●
)
)  ●
)
)

IN WITNESS WHEREOF THE RURAL MUNICIPALITY OF MORRIS has hereunto set its corporate seal, duly attested to by the hands of its proper officers in that behalf the day and year first above written.

**THE RURAL MUNICIPALITY
OF MORRIS**

Per  Reeve
Per:  Mun.
Clerk

WILSON & NEAL

File 752/89

IMPERIAL

PROPOSED
PLAN OF SUBDIVISION
PT. N.E. 1/4 SEC. 9-6-1 E.P.M.

R.M. OF MORRIS
MANITOBA

O = M.G.S.P. IN CONCRETE

■ = 1" X 1" IRON POSTS

