

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1394/90

BEING a By-law of the R. M. of Morris
authorizing the purchase of land from
Mr. Peter F. Falk.

WHEREAS Mr. Peter F. Falk is the owner of most of
the West half of the SW $\frac{1}{2}$ of Section 5, in Township 5 and
Range 1 W.P.M.;

And Whereas the Rural Municipality of Morris wishes
to purchase approximately 16.9 acres of land from Mr. Peter
F. Falk;

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 the
North 788 feet of the West half of the SW $\frac{1}{4}$ of Section 5,
in Township 5 and Range 1 W.P.M. owned by Mr. Peter F. Falk;

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

1. That the Rural Municipality of Morris authorizes
the purchase of all that portion owned by Mr. Peter
F. Falk of the North 788 feet of the West half of
the SW $\frac{1}{4}$ of Section 5, in Township 5 and Range 1 W.P.M.
2. That the above mentioned property is approximately
16.9 acres in size and that the agreed cost for the
property is \$1,500.00 per acre.
3. That the Reeve and Secretary-Treasurer be authorized
to sign all necessary documents on behalf of the
municipality in order to complete this purchase.

DONE AND PASSED in open Council of the Rural Municipality
of Morris assembled this 24th day of July, 1990


Reeve


Secretary-Treasurer.

MEMORANDUM OF AGREEMENT made this

day of January A.D. 1990

BETWEEN:

PETER FALK

OF THE FIRST PART,

- and -

THE RURAL MUNICIPALITY OF MORRIS

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:

All that portion of the SW 5-5-1 WPM marked as Lot 1 and outlined in red on the attached sketch prepared by Wilson & Neal and marked as Schedule "A", being 16.9 acres

(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 TWENTY-FIVE THOUSAND, THREE HUNDRED AND FIFTY (\$25,350.00) DOLLARS.

PAYMENT OF PURCHASE PRICE

3. The purchase price shall be paid and satisfied as follows:

- a) the sum of \$500.00 as a deposit payable to the Vendor and to be returned to the Purchaser if the Vendor does not execute this Agreement.
- b) a further cash payment of \$ 24,850.00 on or before the date of possession.

POSSESSION AND ADJUSTMENTS

4. Vacant possession shall be given and all adjustments shall be made as of the 15th day of April A.D. 19 90

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.

CLOSING DOCUMENTS

6. 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

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

FAILURE TO COMPLETE AGREEMENT

8.1 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.

8.2 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

9. The Purchasers shall have until the 15th day of February 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

10. 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 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: *Geo. St. Helene* (by Reeve)

Per: *J. Mearns* Mun. Clerk

IN WITNESS WHEREOF the Vendor has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED)
IN THE PRESENCE OF:)

[Signature]
Witness)

Peter F. Falk)

SCHEDULE "A"

PROPOSED PLAN
OF SUBDIVISION
OF PART OF
SW 1/4 5-5-1W
R.M. OF MORRIS
MANITOBA
SCALE 1" = 400'

CERTIFICATE:

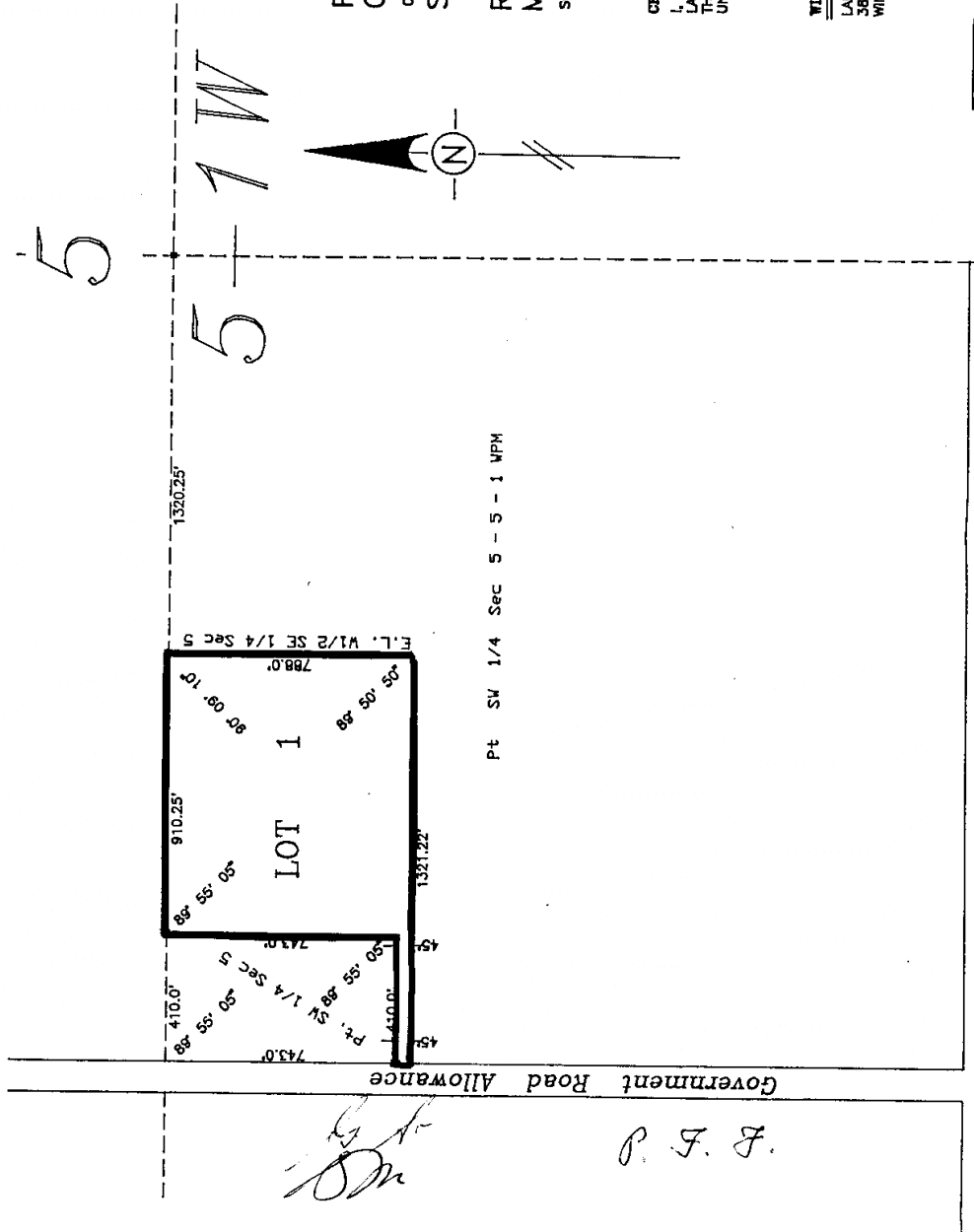
I, GREGORY JAMES WOOD, MANITOBA
LAND SURVEYOR, HEREBY CERTIFY
THAT THIS PLAN WAS PREPARED
UNDER MY SUPERVISION.

G. J. WOOD M.L.S.

WILSON & NEAL

LAND SURVEYORS
385 MOUNTAIN AVE
WINKLER, MANITOBA

908/89



Handwritten signature

P. F. F.

P.T.H. No. 23

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