

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1425/92

BEING a By-law of the R. M. of Morris
authorizing the purchase of land from
Weldon Hiebert and Ruth Hiebert.

WHEREAS Weldon Hiebert and Ruth Hiebert are the owners
of Lot 2, Plan 25670, being part of the NE $\frac{1}{4}$ of Section 9, in
Township 6 and Range 1 E.P.M.;

AND WHEREAS the Rural Municipality of Morris wishes to
purchase this 69.92 acre parcel from Weldon Hiebert and Ruth Hiebert;

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

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 Lot 2, in Plan 25670, being part of the NE $\frac{1}{4}$
of Section 9, Township 6 and Range 1 E.P.M. owned by
Weldon Hiebert and Ruth Hiebert.
2. That the above mentioned property is 69.92 acres in size
and that the agreed cost for the property is \$65,000.00.
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 9th day of July, 1992


Reeve


Secretary-Treasurer.

MEMORANDUM OF AGREEMENT made this day of , A.D. 1992.

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:

Lot 2, Plan 25670 WLTO in NE $\frac{1}{4}$ 9-6-1 EPM

(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 SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00), which shall be paid in trust upon the execution of this agreement by the Vendor.

POSSESSION AND ADJUSTMENTS

3.1 Vacant possession shall be given and all adjustments shall be made as of the 15th day of July, A.D. 1992, with the exception of the real property taxes which will be adjusted as of the 1st day of January, 1992.

CONDITIONS

4. 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 the Vendor, at the date of possession, will be a resident of Canada;

4.2 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.

LEASE OF LAND

5. In the event the Purchaser does not require any of the cultivated portions of the lands for the purpose of a nuisance ground during 1992. The Vendor shall have the use of the said lands provided that he shall:

- a) not assign or sublet without the written consent of the Lessor;
- b) use the land for farming purposes only;
- c) cultivate, fertilize, seed and harvest the said land in a good, husbandlike and proper manner and will not impoverish or waste the same and will use the lands for farming purposes only during the term;
- d) comply with all laws, rules and regulations having the force of law concerning noxious weeds;
- e) at the termination of the lease, to leave "the lands" in good condition, properly tilled and properly fallworked (i.e. worked once);
- f) maintain all drainage ditches in accordance with good farming practices;

- g) not apply any chemicals which will sterilize the soil;
- h) not change the natural course of any waterway on the said lands or cut down trees growing upon the land.

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.

EXPENSES

8. The Purchaser shall pay all legal fees and disbursements with respect to the conveyance of the lands.

FAILURE TO COMPLETE AGREEMENT

9.1 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.

9.2 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

10. The Purchasers shall have until the 30th day of July 1992 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

11. 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:

B. S. [Signature]

)
)
) Walter Hebert ●
) W. Ruth Hebert ●

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 Ray J. Reeve Reeve

Per: [Signature] Secretary
Treasurer