

THE RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1442/93

BEING a By-law of the R. M. of Morris  
authorizing the purchase of land from  
Bernhard P. Goossen.

WHEREAS Bernhard Penner Goossen is the owner of the NW $\frac{1}{4}$  of  
Section 9, in Township 6 and Range 1 E.P.M.;

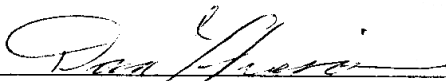
AND WHEREAS the Rural Municipality of Morris wishes to  
purchase the Easterly 100 feet of the NW $\frac{1}{4}$  of Section 9, in  
Township 6 and Range 1 E.P.M. from Bernhard Penner Goossen;

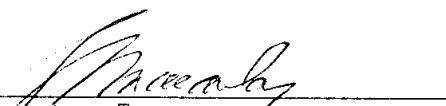
AND WHEREAS the Municipality intends to use this property for  
purposes of incorporating this property into another land area  
to be used as a sewage lagoon;

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 the Easterly 100 feet of the NW $\frac{1}{4}$  of Section 9,  
in Township 6 and Range 1 E.P.M. owned by Bernhard Penner  
Goossen.
2. That the above mentioned property is to be purchased at  
the agreed price of \$750.00 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 and that a copy of the  
agreement of sale is attached as Schedule "A" to this  
By-law.

DONE AND PASSED in open Council of the Rural Municipality  
of Morris assembled this 8th day of July, 1993.

  
Reeve

  
Secretary-Treasurer.

MEMORANDUM OF AGREEMENT made this 8<sup>th</sup> day of July, A.D. 1989.

BETWEEN:

**BERNHARD PENNER GOOSSEN**  
(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 Purchaser and the Purchaser agrees to purchase from the Vendor the following described lands:

The most Ely 100 ft. in perp. width of the NW $\frac{1}{4}$  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 FOUR THOUSAND, FIVE HUNDRED AND FORTY-FIVE DOLLARS (\$4,545.00).

**PAYMENT OF PURCHASE PRICE**

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

- a) the sum of \$545.00 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 \$4,000.00 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 1st day of October, A.D. 1993, with the exception of the real property taxes which will be adjusted as of the 1st day of January, 1993.

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.

#### **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, including approvals from the Department of Environment for the addition of the within described lands to the existing lagoon lying immediately adjacent to the within described 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 lagoon;
- 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;
- f) that the Municipality will have obtained confirmation of funding from the Water Services Board to permit the addition to the Rosenort lagoon.

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.

#### EXPENSES

8. The <sup>Purchaser</sup> Vendor shall pay all legal fees and disbursements as well as surveying costs with respect to the subdivision and conveyance of the lands.

#### LEASE

9. The Purchaser shall lease the within described lands back to the Vendor for a period of ten (10) years from the date of closing at a rental of \$1.00 per year on the condition that the Vendor will farm the lands in accordance with usually accepted farming practices. The Vendor acknowledges that there is no representation from the Purchaser as to the suitability of the land for farming.

#### 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 Purchaser shall have until the 30th day of June 1993 to execute the within Agreement, unless the Purchaser revokes its offer to contract on the basis of the within Agreement by notice of revocation to the Purchaser, which shall be deemed notice to the Purchaser to that effect.

