

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**BY-LAW NO. 639/15**

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH PHILLIP AND MARGARET BLAKE, OWNERS

**WHEREAS** Section 250(2) of Part 8, Division 1 of The Municipal Act provides in part as follows:

252(2) Without limiting the generality of subsection (1), a municipality may for municipal purposes do the following:

- (d) enter into an agreement with a person, with an agency of the Government of Manitoba or the Government of Canada, or with another municipality, including a municipality in another province, to do with or on behalf of the municipality anything the municipality has the power to do within the municipality;

**AND WHEREAS** it is deemed necessary and desirable that The Rural Municipality of Whitemouth enter into an agreement with Phillip and Margaret Blake, on property described as Lot 2 Plan 42962 in NW 33-12-11EPM;

**AND WHEREAS** the terms of the agreement that the building identified on Schedule "A" encroaching on RM right-of-way remain, in the current state with no improvements, as situated until it is no longer required by the owner. In the case of the building being destroyed by fire or natural disaster, the owner shall adhere to the rules set out in the Rural Municipality of Whitemouth's Zoning By-Law, to re build.

**NOW THEREFORE BE IT AND IT IS HEREBY ENACTED** that the Council of The Rural Municipality of Whitemouth, duly assembled, enact as follows:

1. **THAT** the entering into the proposed Agreement is hereby approved and authorized.
2. **THAT** the Reeve and the Chief Administrative Officer of The Rural Municipality of Whitemouth are hereby authorized and instructed to execute the agreement, for and on behalf of the Municipality.

**DONE AND PASSED** by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 22<sup>nd</sup> day of July, A.D., 2015.

  
\_\_\_\_\_  
Reeve

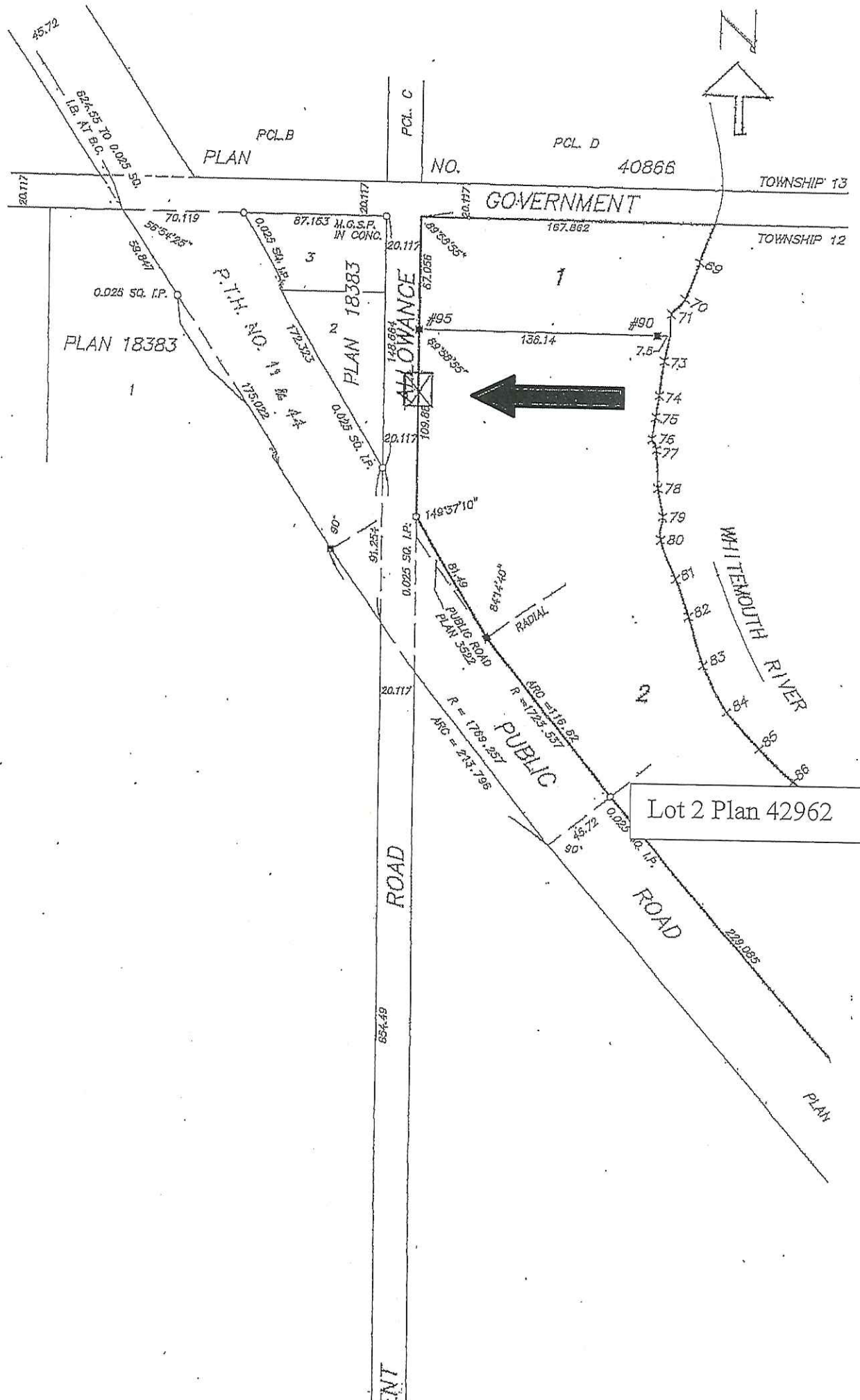
  
\_\_\_\_\_  
Chief Administrative Officer

Read a first time this 24<sup>th</sup> day of June, A.D., 2015  
Read a second time this 22<sup>nd</sup> day of July, A.D., 2015  
Read a third time this 22<sup>nd</sup> day of July, A.D., 2015

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Schedule "A"



THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 639/15

SCHEDULE "B"

THIS AGREEMENT made in duplicate this 10<sup>th</sup> day of AUGUST, 2015.

BETWEEN:

PHILLIP BLAKE & MARGARET BLAKE,

(hereinafter called the "Grantor")

OF THE FIRST PART,

- and -

THE RURAL MUNICIPALITY OF WHITEMOUTH,

(hereinafter called the "Grantee")

OF THE SECOND PART.

WHEREAS the Grantor is the registered owner of the following described lands:

NW ¼ SECTION 33-12-11 EPM  
Parcel 2 of Plan 42962

(the "Lands")

AND WHEREAS the Grantor has a building that a portion thereof is situated on the Municipal Road Right-of-Way;

AND WHEREAS the Grantee has agreed to grant provisional authorization for the building to remain in the current location;

NOW THEREFORE in consideration of the foregoing, the parties agree as follows:

1. On the occasion that the building is replaced, the location of the building will be entirely upon the Grantor's property.

IN WITNESS WHEREOF the parties hereto have executed these presents.

SIGNED, SEALED AND DELIVERED this 10<sup>th</sup> day of AUGUST, 2015.

M. Berndt  
WITNESS

Per: Phil Blake  
PHILLIP BLAKE

M. Berndt  
WITNESS

Per: M. Blake  
MARGARET BLAKE

THE RURAL MUNICIPALITY OF WHITEMOUTH

M. Berndt  
WITNESS

Per: Reeve  
REEVE

M. Berndt  
WITNESS

Per: J. K. ...  
CAO