

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 591/12

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH BLAINE HAROLD STEAD AND NICOLE LYNN MENARD AND DARYL WAYNE RUSHINKA AND CHRISTINE BERNADINE RUSHINKA

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

250(2) Without limiting the generality of subsection (1), a municipality may for municipal purposes do the following:

- (d) enter into agreements 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;

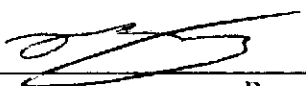
AND WHEREAS it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Blaine Harold Stead and Nicole Lynn Menard and Daryl Wayne Rushinka and Christine Bernadine Rushinka;

AND WHEREAS the terms of the agreement have been settled and are contained in the agreement attached hereto as Schedule "A" and Schedule "B";

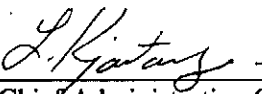
NOW THEREFORE BE IT AND IT IS HEREBY ENACTED that the Council of The Rural Municipality of Whitemouth, duly assembled, enact as follows:

1. **THAT** the entering into the proposed Development Agreement attached hereto as 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, attached hereto, for and on behalf of the Municipality.

DONE AND PASSED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 25th day of October, AD., 2012.



Reeve



Chief Administrative Officer

Read a first time this 10th day of October, AD. 2012
Read a second time this 10th day of October, AD. 2012
Read a third time this 25th day of October, AD. 2012

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 25th day of October, 2012

BETWEEN:

THE RURAL MUNICIPALITY OF WHITEMOUTH
("Municipality")

and

BLAINE HAROLD STEAD AND NICOLE LYNN MENARD
("Stead/Menard")
and

DARYL WAYNE RUSHINKA AND CHRISTINE BERNADINE RUSHINKA
("Rushinka")

WHEREAS:

- A. Stead/Menard is the registered owner of land within the Municipality legally described as follows:

CT No. 22398305
Firstly: Parcel C Plan 11246 WLTO and Parcel C Plan 23304 WLTO
Exc all mines and minerals in SE ¼ 25-11-11 EPM
Secondly: Parcel F Plan 37389 WLTO
Exc all mines and minerals in SE ¼ 25-11-11 EPM
("Stead/Menard's Land")

- B. Rushinka is the registered owner of land within the Municipality legally described as follows:

CT No. 2465634
Firstly: Parcel "B" Plan 48927 WLTO
Exc out of all that portion contained within the limits of Parcel "F" Plan 11246 WLTO: all mines and minerals and also, exc out of all those portions contained within the limits of parcels "A" and "H" of said Plan 11246: all mines and minerals as set forth in the original grant from the Crown and further exc out of all that portion contained within the limits of Parcel "G" of said Plan 11246: all mines and minerals as set forth in real property application no. 1688394 WLTO in the E ½ 25-11-11 EPM, In the NW ¼ 30-11-12 EPM and In Government Road Allowance (closed)

Secondly: Parcel "C" of said Plan 48927 WLTO
Exc all mines, minerals and other matters as set forth in the Crown Lands Act in E ½ 25-11-11 EPM, In the NW ¼ 30-11-12 EPM and In Government Road Allowance (closed)

Thirdly: Parcel "D" of said Plan 48927 WLTO
Exc all mines and minerals as set forth in the Original grant from the Crown in E ½ 25-11-11 EPM, In the NW ¼ 30-11-12 EPM and In Government Road Allowance (closed)
("Rushinka Land")

- C. Stead/Menard and Rushinka have applied for and received approval to subdivide the Stead/Menard's Land and Rushinka's Land (collectively the "Subdivision Land").
- D. Stead/Menard, Rushinka and the Municipality wish to establish development conditions for the Subdivision Land legally described in Schedule A and outlined in bold on Schedule B.
- E. The subdivision of the Subdivision Land has been approved subject to the execution of this Agreement.

THE MUNICIPALITY, STEAD/MENARD AND RUSHINKA AGREE AS FOLLOWS:

1. AGREEMENT

- a. This Agreement consists of 5 pages and the following Schedules:

Schedule A: legal description of the Subdivision Land; and

Schedule B: copy of the approved plan of subdivision in registerable form;

2. WHITEMOUTH RIVER BANK PROTECTION

- a. Except as set out in sub-sections b and c:

- i. the erection or placing of small structures in keeping with recreational activities commonly conducted on riverfront property, such as fire pits, walking trails, pleasure craft launch facilities, and docks,

- ii. no excavation shall be made,

- iii. no removal of trees may be made, and

- iv. no use or activity shall be carried out that will have a significant adverse effect on the stability of the riverbank

on, in or under the portion of the Subdivision Land described as:

"within 100 feet of the Ordinary High Water Mark of the Whitemouth River" ("Habitat Land").

*BS Nm
DWR CR*

- b. Sub-section a shall not prevent:

- i. the removal of plants, trees, and shrubs in small quantities in order to maintain the ecological health and integrity of the Habitat Land,

- ii. the planting of native trees, plants and grass, and the removal of noxious weeds, or

- iii. the erection of a fence along the boundaries of the lots created by the subdivision of the Subdivision Land,

provided that such work, structures and uses do not compromise bank stability or significantly alter the natural character of the Habitat Land.

- c. Work may be carried out to stabilize the riverbank in order to maintain the bank in its current condition and location.
- d. The Municipality upon giving reasonable notice shall have access to the Habitat Land through the Subdivision Land to determine if this Agreement is being complied with, and to take any enforcement or remedial steps under sub-section e.
- e. If anything is done on, in or under the Habitat Land in breach of sub-sections a or b, the Municipality may give notice of the breach and a time within which to remedy the breach. If the breach is not remedied to the Municipality's satisfaction the Municipality may enter the property and carry out any action required to remedy the breach. The Municipality's costs of enforcing this Agreement and in carrying out the remedial action are a debt owing to the Municipality by the owner of the Habitat Land and may be collected by the Municipality in the same manner as a tax may be collected or enforced under the Municipal Act.

3. GENERAL

- a. This Agreement shall run with the land. This Agreement is provided for in Sections 135 and 151 of the Planning Act. On request, Stead/Menard and Rushinka shall file the Municipality's caveat first in series with the plan of subdivision.
- b. Nothing in this Agreement constitutes the approval of the Municipality to any approvals or amendments required, including any plan of subdivision, development plan amendment, zoning by-law amendment or variation desired by Stead/Menard and Rushinka.
- c. Notice is deemed properly given if:
 - i. in the case of the Municipality, delivered personally to the Chief Administrative Officer of the Municipality or mailed to the Municipality at

Box 248
Whitemouth, MB R0E 2G0

- ii. in the case of Stead/Menard and Rushinka, delivered personally to Stead/Menard and Rushinka, or mailed to:

Blain Stead and Nicole Menard
Box 131
Whitemouth MB R0E 2G0

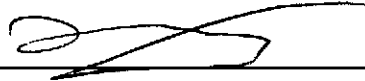
Daryl Wayne Rushinka and Christine Bernadine
Rushinka
Box 358
Whitemouth, MB R0E 2G0

Where notice is given by mail it will be by registered mail and notice shall be deemed to have been given and received on the date specified in the Canada Post Delivery Notice.

- d. The address for notice may be changed by giving notice in accordance with this section.
- e. This Agreement binds the parties' successors and assigns.
- f. Time is of the essence.

IN WITNESS WHEREOF the Municipality, Stead/Menard and Rushinka have executed this Agreement as of the date first above written.

THE RURAL MUNICIPALITY OF WHITEMOUTH

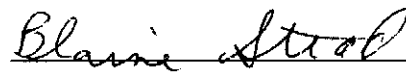


Reeve



Chief Administrative Officer

BLAIN HAROLD STEAD



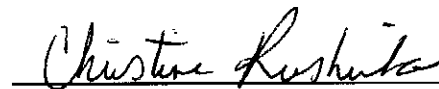
NICOLE LYNN MENARD



DARYL WAYNE RUSHINKA



CHRISTINE BERNADINE RUSHINKA



SCHEDULE "A"

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("Rushinka Land")

SCHEDULE "B"

Pt. NE ¼ 25-11-11EPM

