

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**BY-LAW NO. 592/12**

**BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH WAYNE KLEPATZ.**

**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 Wayne Klepatz;

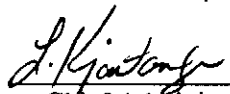
**AND WHEREAS** the terms of the agreement have been settled and are contained in the agreement attached hereto as Schedule "A";

**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 attached hereto as Schedule "A" 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, as set out in Schedule "A" attached hereto, for and on behalf of the Municipality.
3. **THAT** By-law No. 489/07 be hereby rescinded.

**DONE AND PASSED** by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 7<sup>th</sup> day of November, AD., 2012.

  
Reeve

  
Chief Administrative Officer

Read a first time this 25<sup>th</sup> day of October, AD. 2012  
Read a second time this 25<sup>th</sup> day of October, AD. 2012  
Read a third time this 7<sup>th</sup> day of November, AD., 2012

**THE RURAL MUNICIPALITY OF WHITEMOUTH  
SCHEDULE "A" TO BY-LAW NO. 592/12**

**THIS AGREEMENT MADE IN DUPLICATE THIS 07 DAY OF DECEMBER, 2012.  
BETWEEN:**

**THE RURAL MUNICIPALITY OF WHITEMOUTH  
("Whitemouth")**

- and -

**Wayne Klepatz  
("Klepatz")**

**IN CONSIDERATION** of the rents, covenants and agreements hereinafter contained, Whitemouth hereby leases to Klepatz, to occupy and use for agriculture purposes, that portion of land as described in Schedule "B" hereto, (the "property") known to both Whitemouth and Klepatz to be available for use as farmland. Without limiting the generality of the foregoing, the property does not include any portion of the land intended to be used by Whitemouth for the purposes of a sewage lagoon.

**Term**

1. The provisions of this lease shall be in effect for five years commencing on the first day of January, 2013, and except as otherwise indicated in this agreement, this agreement shall terminate on December 31<sup>st</sup>, 2017.
2. If land is required by the Municipality to expand the lagoon, Klepatz will surrender up to 40 acres and an adjustment of rent will be calculated to encompass loss of crop and cropland. A minimum of 90 (ninety) days notice is required.

**Amendments**

3. Any amendments and alterations to this lease shall be in writing and shall be signed by both Whitemouth and Klepatz.

**Right of Entry**

4. Whitemouth reserves the right for its agents, or employees to enter upon the land at any reasonable time to:
  - a) consult with Klepatz
  - b) make repairs, improvements, inspections;
  - c) after notice of termination of the lease is given, do customary seasonal work, none of which is to interfere with Klepatz in carrying out his regular farm operations; and,
  - d) maintain and operate the sewage lagoon located on or near the property without interfering with Klepatz in carrying out his regular farm operations.

**No Right to Sublet**

5. Whitemouth does not convey to Klepatz the right to lease or sublet any part of the land or to assign the lease to any corporation, person, or persons whomsoever.

**Binding on Heirs**

6. The provisions of this lease shall be binding on the heirs, executors, administrators and successors of both Whitemouth and Klepatz in like manner as upon the original parties, except as provided by mutual written agreement.

**Rental and Default Provisions**

7. The parties agree that the property comprises approximately 143.53 acres in total, and lease payments shall be based on 122.0 acres.
8. Klepatz shall pay to Whitemouth an annual rent equal to \$5,500.00 per annum payable July 31<sup>st</sup>, 2013, July 31<sup>st</sup>, 2014, July 31<sup>st</sup>, 2015, July 31<sup>st</sup>, 2016 and July 31<sup>st</sup>, 2017.
9. If the yearly rental hereby reserved, or any part thereof, shall be in arrears for twenty-one days after any one of the days appointed for the payment of the rent, whether such rent has been demanded or not, or if Klepatz shall be in breach of any of the other covenants

contained in this agreement, the rights of Klepatz under this agreement shall immediately become forfeited and void and Whitemouth may enter upon and repossess the land and take whatever action it is entitled to at law.

10. If Klepatz at any time becomes insolvent or bankrupt, or makes any assignment for the benefit of creditors, then the rent payable under this agreement shall immediately become due and payable and the rights of Klepatz under this agreement shall immediately become forfeited and void and Whitemouth shall enter upon and retake possession of the land and take whatever other action it is entitled to at Law.

**No Right to Minerals**

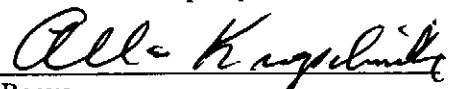
11. Nothing in this agreement shall confer upon Klepatz any right to minerals underlying the property.

**Responsibilities of Klepatz with Respect to the Land**


12. Klepatz will cultivate, till and employ the property in a good husband like and proper manner so as not to impoverish or injure the soil and will use his best and earnest endeavours to maintain the property free of all noxious weeds and nuisance odours.
13. Klepatz will not cut any standing timber upon the property without the prior written permission of Whitemouth.
14. Klepatz shall not store any pesticides or commercial fertilizers on the property.
15. Klepatz must yield up possession of the property to Whitemouth the date upon which this agreement is terminated, and in as good condition as when Klepatz took possession at the commencement of this agreement. Fire, not caused by the negligence of Klepatz, inevitable accident, tempest, and normal wear and tear associated with cultivation and removal of crops are acceptable. Klepatz agrees to compensate Whitemouth for any damage to the property except as hereinbefore excepted.
16. Klepatz shall indemnify and save harmless Whitemouth from and against all claims of any kind arising out of any thing provided or permitted to be done under this agreement, together with all costs and expenses arising by reason of any such claim.


**IN WITNESS WHEREOF** the parties hereto have executed this Agreement this 07 day of December, 2012.

The Rural Municipality of Whitemouth

  
Reeve

  
Chief Administrative Officer

  
Witness

  
Wayne Klepatz

**THE RURAL MUNICIPALITY OF WHITEMOUTH  
SCHEDULE "B" TO BY-LAW NO. 592/12**

**Legal description of the whole of the Land**

SE ¼ 22-13-11 EPM;  
Ex. Firstly: Power line Plan 10697 WLTO  
And Secondly: All Mines and Minerals