

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**BY-LAW NO. 664/16**

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN EASEMENT AGREEMENT WITH KARL WILHELM ECK.

**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 agreements with Karl Eck;

**AND WHEREAS** the terms of the agreement have been settled and are contained in the agreements 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.

**DONE AND PASSED** by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 21st day of December, AD., 2016.

For:                      Against:

  
\_\_\_\_\_  
Coleen Johnson  
Chief Administrative Officer

Read a first time this 7th day of December, AD. 2016.  
Read a second time this 7th day of December, AD. 2016.  
Read a third time this 21st day of December, AD. 2016.

## GRANT OF EASEMENT

THIS AGREEMENT made in duplicate this 1<sup>st</sup> day of December, 2016

BETWEEN:

**THE RURAL MUNICIPALITY OF WHITEMOUTH**  
("The Grantee")

OF THE FIRST PART,

-and-

**KARL WILHELM ECK**  
("The Grantor")

OF THE FIRST PART,

WHEREAS the Grantor is registered owner of an estate in fee simple of those certain pieces or parcels of land situated in the Province of Manitoba and being described as follows:

*67041 – 67043 PR 408, in the South East Quarter of Section 15, Township 12, Range 11E E of the Whitemouth River, excluding Rd 436, 2463, 3372 and 8843. (Roll 120500)  
Described on Certificate of Title No. 1335480.*

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

In consideration of the sum of One (1) Dollar paid to the Grantor by the Grantee, the receipt of which sum is hereby acknowledged, and in consideration of the sum of ONE (\$1.00) Dollars, the Grantor does hereby grant unto the Grantee the right, license, liberty, privilege and easement to use as a right-of-way on, over, under and/or through that portion of the said lands being 97.76 acres more or less, hereinafter called the "right-of-way" as described above, for the purposes of constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and/or repairing all works, apparatus and equipment of the Grantee necessary for a water main line (here-in-after called "works"), including but without limiting the generality of the foregoing, all such structures, equipment and appurtenances as may be necessary or convenient in connection therewith for the drainage, conveyance, transportation, storage and/or handling of water, together with the right of ingress and egress to and from the same for its servants, agents, vehicles,

machinery, supplies and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights and privileges herein granted, until the Grantee surrenders or terminates the rights and privileges hereby granted.

IT IS MUTUALLY covenanted and agreed by and between the Grantor and Grantee as follows:

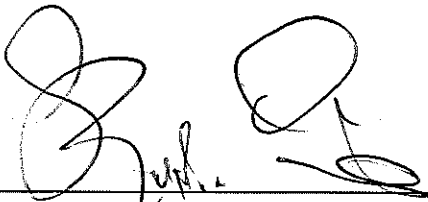
1. THAT THE Grantee shall have the right to immediate use of the required portion of the said land.
2. THAT THE Grantee shall pay the consideration set out above to the Grantor, or such other person or persons entitled to it under the provisions of The Real Property Act, within 60 days after the date of registration of this easement in the appropriate Land Titles Office.
3. THAT THE Grantor may without disturbing this waterline area, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the said right-of-way any dugout, dam, pit, well, foundation, pavement, obstruction or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said right-of-way provided that no appreciable damage is done to the works, except as the same may be necessary for the purposes herein granted to the Grantee.
4. THAT THE Grantor shall be solely responsible for any and all costs of repair or replacement of works installed under a foundation, pavement, obstruction or other structure or installation as permitted pursuant to Subsection 4 where said works are not reasonably accessible by the Grantee because of said obstruction.
5. THAT THE Grantee shall be solely responsible for the operation and maintenance of the works.
6. THAT THE Grantee shall compensate the Grantor or any person claiming through or under the Grantor for damage done to any buildings, crops, fences or other goods and chattels of the Grantor or any person claiming through or under the said Grantor when such damage is caused by the Grantee while constructing, operating, maintaining, or altering the said works; subject to the provisions of those Statutes of Manitoba governing the affairs and operation of the Grantee as to claims and settlements for damages in that behalf.
7. THAT THE Grantee shall restore the ground broken and opened as near as possible to its former condition forthwith.
8. THAT THE Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties,

privileges and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person claiming by, through, under or in trust for the Grantor.

9. THAT EACH of the parties herein may assign this agreement and all rights, privileges and benefits accruing to him thereunder and he shall thereupon give notice thereof to the other party by registered mail.
  
10. NOTWITHSTANDING in constructing, maintaining and operating its works the Grantee may with the Grantor`s consent may install works, structures, and other equipment and appurtenances in, on or under the said lands in such manner that it or they become affixed to the realty, the title to such works, structures, and other equipment and appurtenances together with the right to remove the same shall nevertheless remain in the Grantee.
  
11. THAT nothing herein contained shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the said right-of-way.
  
12. THAT THIS easement or an interest based on this easement may be registered in the Manitoba Land Registry, under provisions of The Real Property Act, and shall be of the same force and effect, to all intents and purposes, as a covenant running with the land, and shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantor and the heirs, successors and assigns of the Grantee.

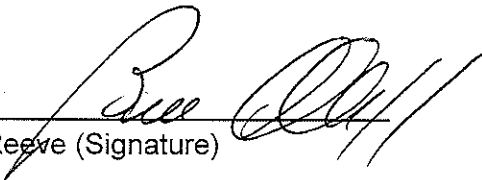
IN WITNESS WHEREOF the Parties hereto have executed this agreement as follows on the 1<sup>st</sup> day of December, A.D. 2016.


AS GRANTORS: Karl Wilhelm Eck

  
\_\_\_\_\_  
Grantor (Signature of Land Owner)

  
\_\_\_\_\_  
Witness (Complete Affidavit)

AS GRANTEE, the Rural Municipality of Whitemouth:

  
\_\_\_\_\_  
Reeve (Signature)

  
\_\_\_\_\_  
CAO (Signature)

SEAL

**Witness Affidavit of Execution**

I, (Print Witness Name) Fay Myall of (Print Witness Community of Residence) Lac du Bonnet in the Province Manitoba, make oath and say:

1. That I was personally present and did see (Print Grantor Name) Karl Wilhelm Eck named herein who is personally known to me to be the person named herein, duly sign and execute the same for the purposes named therein;
2. That the same was executed in the (print location of signing) Whitemouth in the Province of Manitoba and that I am the subscribing witness thereto; and
3. That I know the said (Print Grantor Name) Karl Wilhelm Eck who is, in my belief, at least eighteen years of age or more.

Sworn before me in the  
R.M. of Whitemouth,  
in the Province of Manitoba,  
this 1<sup>st</sup> day of December, 2016.

Fay Myall  
\_\_\_\_\_  
Witness (Signature)

Margaret Arndt  
A Commissioner for Oaths in and  
for the Province of Manitoba.  
My commission expires 21-08-17.



RM OF WHITEMOUTH

2017 PRELIMINARY ASSESSMENT ROLL  
FOR REAL PROPERTY

Ward	Community	Run Date
	R M OF WHITEMOUTH	Sep 27, 2016

Roll Number	Owner Name And Mailing Address	Civic Address / Legal Description	Title Or Deed	Frontage Or Area	School Division	DU	Class Portion % Liability	Land		Buildings		Total
								Current Assmt	Portionned Assmt	Current Assmt	Portionned Assmt	
119900.000	JT R BARKMAN WANDA RENAE BARKMAN DONOVAN LEE PO BOX 134 WHITEMOUTH MB ROE 2G0	67125 - 67139 PR 408 . NE-15-12-11-E NE 15-12-11E EX RD 436 EX WHITEMOUTH RIVER EX RD 8843 EX ALL THAT PORTION LYING TO SW OF WHITEMOUTH RIVER	2806608	150.10AC	Sunrise	1	Residential 1 45.00 Taxable	15,700 7,070	99,900 44,960	115,600 52,030		
119925.000	JT R DELARONDE JOSEPH F JT R HENDERSON CHERYL LYNNE PO BOX 112 WHITEMOUTH MB ROE 2G0	NE-15-12-11-E NE 15-12-11E ALL THAT PORTION LYING TO SW OF WHITEMOUTH RIVER	2546708	3.37AC	Sunrise	0	Farm Property 26.00 Taxable	800 210		800 210		
120000.000	R WHITESHELL HOLDING CO LTD. PO BOX 29 RIVER HILLS MB ROE 1T0	NW-15-12-11-E ALL THAT PORTION WHICH LIES TO THE N AND E OF WHITEMOUTH RIVER	2003023	32.10AC	Sunrise	0	Farm Property 26.00 Taxable	19,200 4,990		19,200 4,990		
120100.000	JT R BACHMANN KONRAD JT R BACHMANN DEBORAH ANN PO BOX 84 WHITEMOUTH MB ROE 2G0	63091 PTH 44 . NW 15-12-11-E LYING TO S AND W OF WHITEMOUTH RIVER WHICH LIES TO N AND E OF NE LIMIT OF RD 3522 EX RD 13508	2289432	74.15AC	Sunrise	1	Residential 1 45.00 Taxable	26,900 12,110	136,800 61,560	163,700 73,670		
120200.000	JT R HENDERSON GORDON LESLIE R HENDERSON ZINA VIRGINIA PO BOX 275 WHITEMOUTH MB ROE 2G0	NW-15-12-11-E NW 15-12-11E SW OF SW LIMIT OF RD 3522 EX RD 2160 EX RD 13508	2753627	37.65AC	Sunrise	0	Farm Property 26.00 Taxable	31,500 8,190		31,500 8,190		
120300.000	JT R DELARONDE JOSEPH F JT R HENDERSON CHERYL LYNNE PO BOX 112 WHITEMOUTH MB ROE 2G0	63103 MOSS SPUR RD SE-15-12-11-E SE 15-12-11E ALL THAT PORTION LYING TO W OF WHITEMOUTH RIVER EX RD 3522 EX RD 2160 EX RD 436 EX RD 3372 EX ALL THAT PORTION LYING TO S AND E OF RD 436 EX PCL A-11752 EX RD 13508	2546706	30.61AC	Sunrise	0	Farm Property 26.00 Taxable	14,400 3,740	12,700 3,300	27,100 7,040		
120400.000	JT R HAJDAREVIC NIJAZ JT R HAJDAREVIC BOZANA 480 ST. ANTHONY AVE WINNIPEG MB R2V 0S5	63181 PTH 44 RD A--11752 PCL EX RD 13508 ORG SE-15-12-11-E	2642409	3.39AC	Sunrise	0	Residential 1 45.00 Taxable	42,200 18,990	6,500 2,930	48,700 21,920		
120500.000	JT 1/2 R ECK KARL WILHELM JT R ECK SIGRID ANNA PO BOX 309 WHITEMOUTH MB ROE 2G0 * ECK ANDREA ERIKA PO BOX 309 WHITEMOUTH MB ROE 2G0	67041 - 67043 PR 408 . SE-15-12-11-E SE 15-12-11E E OF WHITEMOUTH RIVER EX RD 436 EX RD 2463 EX RD 3372 EX RD 8843	1335480	97.76AC	Sunrise	2	Residential 1 45.00 Taxable	26,900 12,110	283,500 127,580	310,400 139,690		
120600.000	R BONIN EDOUARD JOSEPH PO BOX 165 WHITEMOUTH MB ROE 2G0	67009 PR 408 . SE-15-12-11-E WHICH LIES TO W OF WHITEMOUTH RIVER AND WHICH IS BOUNDED ON W BY E AND SE LIMITS OF RD 436	1560560	1.60AC	Sunrise	1	Residential 1 45.00 Taxable	33,800 15,210	117,200 52,740	151,000 67,950		