

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 598/12

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH GORDON ERNEST ZECHEL AND JACQUELINE MARGARET ZECHEL.

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;

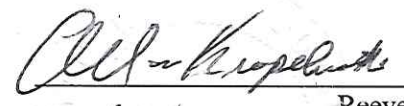
AND WHEREAS it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Gordon Ernest Zechel and Jacqueline Margaret Zechel;

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 **THAT** By-law No. 491/07 be hereby rescinded.

DONE AND PASSED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 9th day of January, AD., 2013.



Reeve



Chief Administrative Officer

Read a first time this 19th day of December, AD. 2012
Read a second time this 19th day of December, AD. 2012
Read a third time this 9th day of January, AD., 2013

EASEMENT AGREEMENT

BETWEEN:

GORDON ERNEST ZECHEL AND JACQUELINE MARGARET ZECHEL
("Grantor")

- and -

THE RURAL MUNICIPALITY OF WHITEMOUTH
("Municipality")

WHEREAS:

- A. The Grantor is entitled to be the registered owner of land in the Municipality described as:
- Lot 1 Plan 47440 WLTO Subject to the reservations and provisos contained in the Grant from the Crown in NE ¼ 22-13-11 EPM ("Land");
- B. The Municipality requires an easement over, across, upon and through the Land in respect of a municipal drain.

THEREFORE, in consideration of the mutual covenants contained in this agreement and the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Municipality agree as follows:

1. The Grantor grants to the Municipality, in perpetuity,
 - a. the right, licence and easement to enter upon and use for a drain those portions of the Land described as:

Most westerly 30 feet perp of Lot 1 Plan 47440 WLTO ("Easement"), and
 - b. the right to do all things necessarily related to the operation and maintenance of the drain including, without restricting the generality of the foregoing statement, to excavate, inspect, construct, place, operate, maintain, use, repair, remove, alter, add to, replace and reconstruct the drain and appurtenances thereto located in, on, across, along, through or under the Easement ("drain").
2. The Municipality, its employees, servants, invitees, agents, contractors and workers or such other person(s) as the Municipality may authorize and deem necessary, shall have the right at all times
 - i. of free access, together with such machinery, materials and equipment as may be required, to, from, over and across the Easement and any lands adjoining the Easement and Land which are now or may in the future be owned by the Grantor, for the purpose of the Easement and the drain, and
 - ii. to use, in, on, above or under the Easement such machinery, materials and equipment as may be required to perform and complete any inspection, construction, operation and maintenance of the drain, including without restricting the generality of the foregoing statement, repair, removal replacement and reconstruction work relating to the drain and related appurtenances.
3. The Municipality will exercise the rights and perform the works provided for in this Agreement ("rights and works") in such a manner so as to limit inconvenience to the Grantor. The Municipality will leave the Land, as far as practicable, in good condition after the completion of any works.
4. The Grantor will not in any manner:
 - a. obstruct or otherwise interfere with the drain; or
 - b. without the prior written consent of the Municipality, excavate any part of the Easement or drill, place, install, construct or erect in, on, above, under or over the Easement any well, foundation, pavement, material, fence, structure or thing. The Grantor may otherwise use and enjoy the Land in any manner that does not interfere with the rights and works.

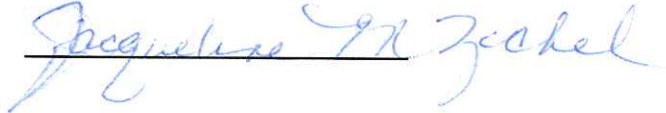
5. The rights and works can be exercised immediately upon the execution of this agreement and at any and all times hereafter by the Municipality, without monetary cost or any other charge to the Municipality.
6. Subject to this agreement, the Municipality will hold and enjoy the rights and may perform the works provided for in this agreement without interference or interruption by the Grantor or any person on behalf of the Grantor.
7. Any liability of the Municipality in respect of the drain is subject to the provisions of *The Municipal Act*.
8. The rights provided by this agreement shall run with the Land and enure to the benefit of the Municipality, its successors and assigns, and the Municipality may register this agreement as a caveat against title to the Land.
9. This Agreement binds the Grantor, the Grantor's successors-in-title, and any assigns, lessees, owners or occupiers of the Land or any part of the Land.

IN WITNESS WHEREOF the Municipality and the Grantor have executed this Agreement as of the date set out above.

GORDON ERNEST ZECHEL



JACQUELINE MARGARET ZECHEL



THE RURAL MUNICIPALITY OF WHITEMOUTH



Reeve



Chief Administrative Officer