

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 665/16

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AGREEMENTS WITH HARM SIKKENGA.

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 Harm Sikkenga;

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:  
All                              None

  
\_\_\_\_\_  
Reeve  
  
\_\_\_\_\_  
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 21<sup>st</sup> day of December, 2016

BETWEEN:

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

OF THE FIRST PART,

-and-

**Harm Sikkenga**  
("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:

*67003 Waterline Road in the South West Quarter of Section 14, Township 12,  
Range 11EPM excepting thereout Road Plan 2463.*

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.

**Witness Affidavit of Execution**

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

1. That I was personally present and did see (Print Grantor Name) Harm Sikkenga 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) Harm Sikkenga who is, in my belief, at least eighteen years of age or more.

Sworn before me in the RM of Whitemouth, in the Province of Manitoba, this 21<sup>st</sup> day of December, 2016.

Fay Myall  
Witness (Signature)

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

IN WITNESS WHEREOF the Parties hereto have executed this agreement as follows on the  
21 day of December, A.D. 2016.

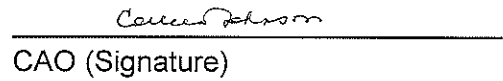
AS GRANTORS: Harm Sikkenga

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

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

AS GRANTEE, the Rural Municipality of Whitemouth:

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

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

SEAL