

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 660/16

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH EASTMAN SNOPALS INC.

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 Eastman SnoPals Inc;

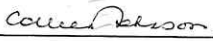
AND WHEREAS the terms of the agreement have been settled and are contained in the agreement attached hereto as Schedule "A";

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.

DONE AND PASSED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 26th day of October, AD., 2016.


Reeve


Chief Administrative Officer

Read a first time this 12th day of October, AD. 2016

Read a second time this 12th day of October, AD. 2016

Read a third time this 26th day of October, AD. 2016

**THE RURAL MUNICIPALITY OF WHITEMOUTH
SCHEDULE "A" TO BY-LAW NO. 660/16**

THIS AGREEMENT MADE IN DUPLICATE THIS 26th DAY OF October, 2016

BETWEEN:

THE RURAL MUNICIPALITY OF WHITEMOUTH
(hereinafter referred to as the "Vendor")

- and -

EASTMAN SNOPALS INC.
(hereinafter referred to as the "Purchasers")

WHEREAS Section 250(2) of Part 8, Division I 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:

- (a) acquire, hold, mortgage and dispose of land, improvements and personal property, or an interest in land, improvements and personal property.

AND WHEREAS the property described herein is found to be unnecessary for the purpose of the Vendor;

AND WHEREAS it is deemed expedient and in the best interest of the Vendor to sell the hereinafter described property;

AND WHEREAS the Vendor has agreed to sell the property hereinafter described to the Purchasers;

NOW THEREFORE THE PARTIES HERETO AGREE as follows:

1. **THAT** the preamble shall form part of this Agreement.
2. **THAT** the Vendor shall sell to the Purchasers, for the full price and sum of One Thousand Dollars (\$1,000.00) plus, applicable costs for the aforementioned party, right, title and interest in the following described parcel of land:

Lot 17 of Proposed Subdivision Plan at SE of 1/4 section 27-13-11 EPM; Exc. All mines and minerals.
3. **THAT** Title to the land shall be free and clear of all registered mortgages, encumbrances and caveats and the Vendor shall deliver a transfer of land which shall be sufficient to register a fee simple title to the Land in the names of the Purchaser.
4. **THAT** the Vendor will deliver vacant possession of the land to the Purchasers.
5. **THAT** the Purchasers will pay all legal costs incurred in the transfer.

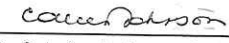
6. **THAT** the Vendor will not be responsible for access or drainage enhancements.
7. **THAT** the Reeve and Chief Administrative officer of the Vendor are hereby authorized and empowered to execute the documents and perform such acts as may be necessary to carry out the completion of the herein described transaction under the seal of the Vendor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 26th day of October, 2016.

The Rural Municipality of Whitemouth



Reeve

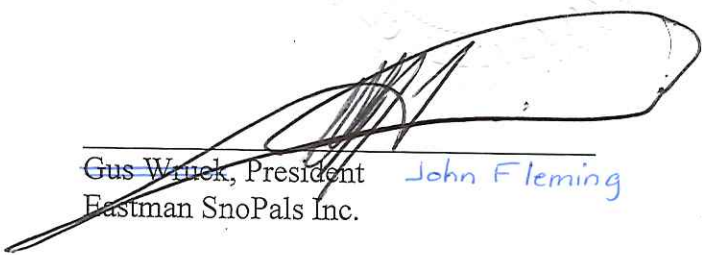


Chief Administrative Officer


SIGNED AND SEALED
in the presence of:



Witness



Gus Witek, President
Eastman SnoPals Inc.


John Fleming

Eastman SnoPals Inc.