

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**BY-LAW NO. 673/17**

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH WERNON KAUEHAWWEN TO LEASE LAND FROM THE RURAL MUNICIPALITY.

**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 Wernon Kauenhawwen to lease land from The Rural Municipality of Whitemouth;

**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 10<sup>th</sup> day of May, AD., 2017.

For: All  
Against: None

  
Reeve

  
Chief Administrative Officer

Read a first time this 26<sup>th</sup> day of April, AD., 2017  
Read a second time this 26<sup>th</sup> day of April, AD., 2017  
Read a third time this 10<sup>th</sup> day of May, AD., 2017

**THE RURAL MUNICIPALITY OF WHITEMOUTH  
SCHEDULE "A" TO BY-LAW NO. 673/17**

**THIS AGREEMENT MADE IN DUPLICATE THIS 10<sup>th</sup> DAY OF May, 2017  
BETWEEN:**

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

- and -

**WERNON KAUEHOWEN  
("Kauenhowen")**

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

**Term**

1. The provisions of this lease shall be in effect for five years commencing on the first day of July, 2017, and except as otherwise indicated in this agreement, this agreement shall terminate on December 31<sup>st</sup>, 2022.
2. Should Whitemouth sell the parcel, the sale agreement would allow for Kauenhowen to harvest the forage or seeded crop.

**Amendments**

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

**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 Kauenhowen
  - 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 Kauenhowen in carrying out his regular farm operations; and,
  - d) maintain and operate the pumphouse located on or near the property without interfering with Kauenhowen in carrying out his regular farm operations.

**No Right to Sublet**

5. Whitemouth does not convey to Kauenhowen 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 Kauenhowen 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 27 acres in total.
8. Kauenhowen shall pay to Whitemouth an annual rent of \$150.00 per annum payable April 1<sup>st</sup>, 2017 of each of the five years.

9. **No Right to Minerals**  
Nothing in this agreement shall confer upon Kauenhoven any right to minerals underlying the property.
10. **Responsibilities of Kauenhoven with Respect to the Land**  
Kauenhoven will cultivate, till and employ the property in a good husbandlike 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.
11. Kauenhoven shall not store any pesticides or commercial fertilizers on the property.
12. Kauenhoven will not interfere in any way whatsoever with the rights of Manitoba Telephone system (Manitoba Telecom Services Inc) and The Manitoba Hydro-Electric Board as set forth in Caveats 81-90443, 1616841 and 2655618 (Winnipeg Land Titles Office) and will not interfere in any way with Whitemouth in the maintenance and operation of the pumphouse located on or near the property.
13. Kauenhoven 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.
14. Kauenhoven shall cut the hay/grass at least once per year for the term of this agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement this  
10<sup>th</sup> day of *May*, 2017.

The Rural Municipality of Whitemouth

  
\_\_\_\_\_  
Reeve

*Carol Johnson*  
\_\_\_\_\_  
Chief Administrative Officer

*M. Skindt*  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Wernon Kauenhoven

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**SCHEDULE "B" TO BY-LAW NO. 673/17**

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

All that portion of S 1/2 of SE ¼ 27-13-11 EPM lying to the north of a line drawn north of, parallel with and perp distant 41 feet from the north limit of plan 8009 WLTO

Exc Firstly: The Winnipeg Power Reserve as shown on a plan of Sec 25 to 27, 34, 35 and 36-11-11 EPM approved and confirmed at Ottawa by F.H. Peters Surveyor General on April 27, 1926

Secondly: Parcel "A" Plan 21613 WLTO and

Thirdly: All mines and minerals together with the right to enter, locate, prospect, mine for and remove minerals, and all other estates, rights and interests reserved to the Crown under the Crown Lands Act.