

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 574/11

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH LESLIE AND GLENNA GIESBRECHT, KENNETH EWANOCHKO, NEIL ZACHARY, MANITOBA HYDRO AND BRIAN PROCEVIAT

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 Leslie Giesbrecht, Kennet Ewanochko, Neil Zachary, Manitoba Hydro and Brian Proceviat;

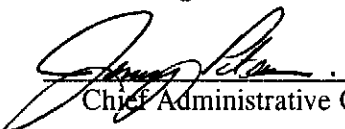
AND WHEREAS the terms of the agreement have been settled and are contained in the agreement attached hereto as Schedules "A", "B", "C" and "D";

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", "B", "C" and "D" are 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 Schedules "A", "B", "C" and "D" 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 24<sup>th</sup> day of August, AD., 2011.

  
Reeve

  
Chief Administrative Officer

Read a first time this 10<sup>th</sup> day of August, AD. 2011  
Read a second time this 10<sup>th</sup> day of August, AD. 2011  
Read a third time this 24<sup>th</sup> day of August, AD., 2011

**EASEMENT AGREEMENT**

**THIS AGREEMENT** made in duplicate this 21<sup>st</sup> day of August 2011

**BETWEEN**

**LESLIE GIESBRECHT AND GLENNA GIESBRECHT**  
**("the Grantors")**

**- and -**

**THE RURAL MUNICIPALITY OF WHITEMOUTH**  
**("the Municipality")**

**WHEREAS** 'the Grantors' are registered owners of the following Land in the Municipality, ('the Land'), legally described as:

NE 32 10 12E

**AND WHEREAS** the Municipality requires the right to use the following portion of the Land (the "Easement Land") for the carrying and laying of pipes, the conveyance of water, and in respect of its water line in general (the "water line") as more particularly set out below:

The most Southerly 15 metres of land.

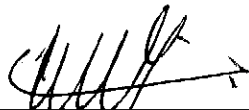
**NOW THEREFORE** in consideration of the premises and the mutual covenants made in this agreement, and the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the Municipality, its successors and assigns the right to enter upon the Easement Land, on the following terms and conditions:


1. The Municipality shall have the perpetual right, license and easement to enter upon the Easement Land to do all things necessarily related to the construction, operation and maintenance of the water line including, without restricting the generality of the foregoing statement, excavate, inspect, construct, place, operate, maintain, use, repair, remove, alter, add to, replace or reconstruct the water line and related appurtenances thereto located in, on, across, along, through or under the Easement Land.
2. The Municipality, its employees, servants, invitees, agents, contractors and workers or such other person or persons as the Municipality shall authorize and deem necessary shall have:
  - a) free access to, from, over, under and across the Land, and any lands adjoining the Land which are now, or may in the future, be owned by the Grantors.
  - b) the right to use in, on, above or under the Easement Land such machinery, materials and equipment as the Municipality shall deem necessary to perform and complete any matter involved with the construction, operation and maintenance of the water line, including, without restricting the generality of the foregoing statement, repair, removal, replacement, and/or reconstruction work relating to the water line and related appurtenances thereto.
3. The Municipality will exercise the rights, licenses and easements in a careful and workmanlike manner so as to cause a minimum of inconvenience or damage to the Grantors. The Municipality will leave the Easement Land, as far as practicable, in good condition after the completion of any work.
4. The Grantors, their successors and assigns, may use and enjoy the Easement Land for any purpose not inconsistent with the rights granted in this agreement, provided such use does not interfere with, or endanger, the construction, operation and maintenance of the water line. Without restricting the generality

of the foregoing, The Grantors shall not in any manner excavate or drill for any reason whatsoever, or construct or erect any foundation, pavement, fence, building or structure, or any other thing, or store any material, on the Easement Land without the prior written consent of the Municipality.

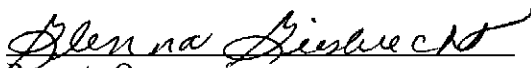
5. The rights, licenses and easements granted in this agreement may be exercised by the Municipality forthwith and at any and all times hereafter in any manner as it deems necessary, without any monetary cost or other charge to the Municipality.
6. The Municipality shall hold and enjoy the rights, licenses and easements granted in this agreement without interference or interruption by the Grantors or any person acting on behalf of the Grantors.
7. The rights, licenses and easements granted in this agreement shall run with the Land and endure to the benefit of the Municipality, its successors and assigns.
8. Any liability of the Municipality in respect of the water line is subject to the provisions of The Municipal Act.
9. This agreement shall be binding upon the Grantors, his successors-in-title, and any assigns, lessees, owners or occupiers of the Land or any part of the Land.

IN WITNESS WHEREOF, the parties have executed this agreement this 24<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
Witness

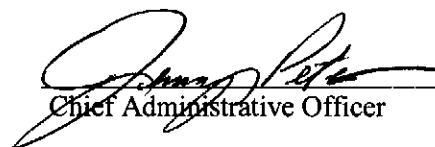
  
\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Witness

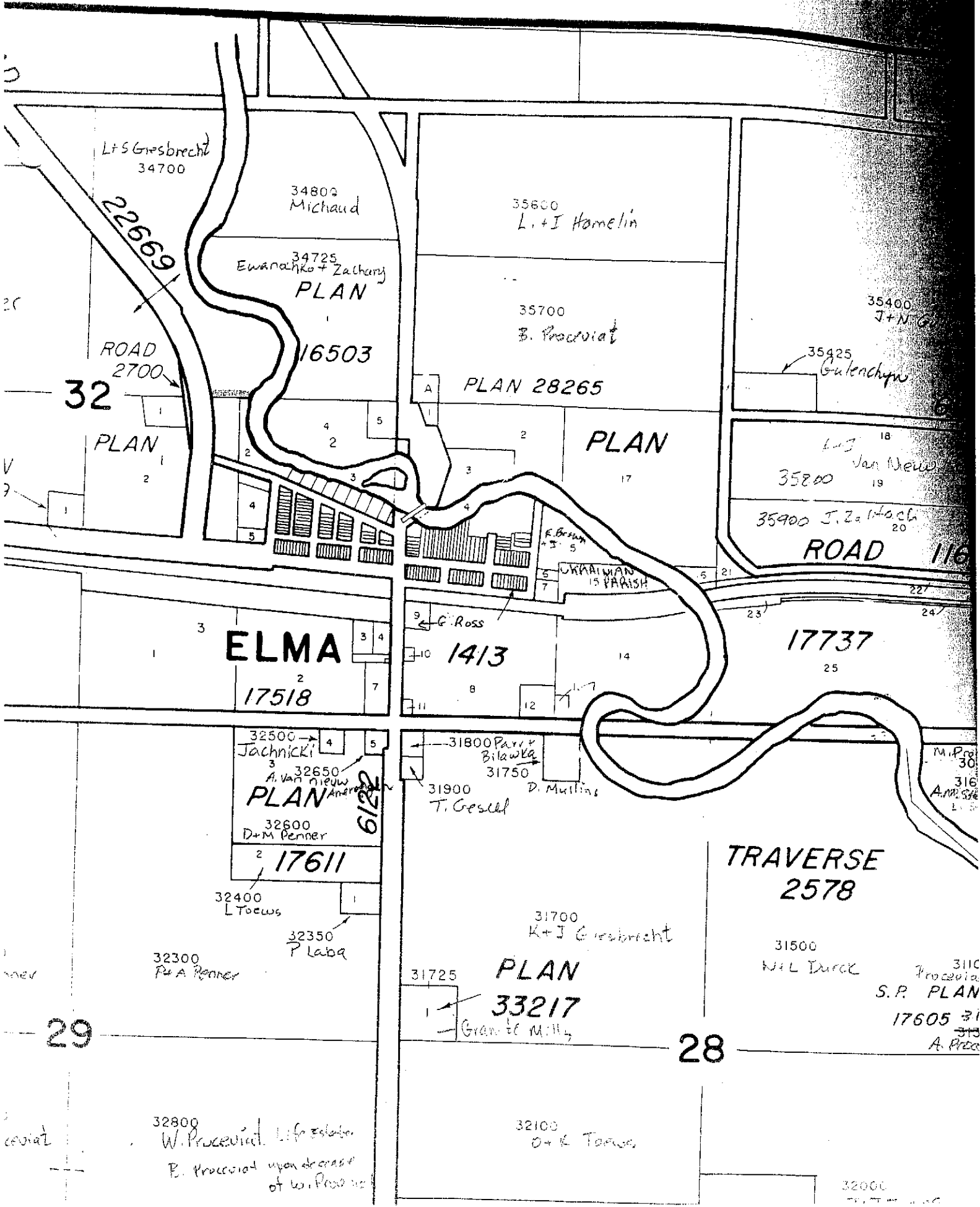
  
\_\_\_\_\_  
Property Owner

**The Rural Municipality of Whitemouth**

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

Leslie Giesbrecht and Glenna Giesbrecht



**EASEMENT AGREEMENT**

**THIS AGREEMENT** made in duplicate this 24<sup>th</sup> day of August 2011

**BETWEEN**

**KENNETH EWANOCHKO AND NEIL ZACHARY**  
 ("the Grantors")

- and -

**THE RURAL MUNICIPALITY OF WHITEMOUTH**  
 ("the Municipality")

**WHEREAS** 'the Grantors' are registered owners of the following Land in the Municipality, ("the Land"), legally described as:

1--16503  
 NE 32 10 12E

**AND WHEREAS** the Municipality requires the right to use the following portion of the Land (the "Easement Land") for the carrying and laying of pipes, the conveyance of water, and in respect of its water line in general (the "water line") as more particularly set out below:

The most Southerly 15 metres of land.

**NOW THEREFORE** in consideration of the premises and the mutual covenants made in this agreement, and the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the Municipality, its successors and assigns the right to enter upon the Easement Land, on the following terms and conditions:

1. The Municipality shall have the perpetual right, license and easement to enter upon the Easement Land to do all things necessarily related to the construction, operation and maintenance of the water line including, without restricting the generality of the foregoing statement, excavate, inspect, construct, place, operate, maintain, use, repair, remove, alter, add to, replace or reconstruct the water line and related appurtenances thereto located in, on, across, along, through or under the Easement Land.
2. The Municipality, its employees, servants, invitees, agents, contractors and workers or such other person or persons as the Municipality shall authorize and deem necessary shall have:
  - a) free access to, from, over, under and across the Land, ~~and any lands adjoining the Land~~ which are now, or may in the future, be owned by the Grantors. GZ
  - b) the right to use in, on, above or under the Easement Land such machinery, materials and equipment as the Municipality shall deem necessary to perform and complete any matter involved with the construction, operation and maintenance of the water line, including, without restricting the generality of the foregoing statement, repair, removal, replacement, and/or reconstruction work relating to the water line and related appurtenances thereto.
3. The Municipality will exercise the rights, licenses and easements in a careful and workmanlike manner so as to cause a minimum of inconvenience or damage to the Grantors. The Municipality will leave the Easement Land, as far as practicable, in good condition after the completion of any work.
4. The Grantors, their successors and assigns, may use and enjoy the Easement Land for any purpose not inconsistent with the rights granted in this agreement, provided such use does not interfere with, or endanger, the construction, operation and maintenance of the water line. Without restricting the generality of

the foregoing, The Grantors shall not in any manner excavate or drill for any reason whatsoever, or construct or erect any foundation, pavement, fence, building or structure, or any other thing, or store any material, on the Easement Land without the prior written consent of the Municipality.

5. The rights, licenses and easements granted in this agreement may be exercised by the Municipality forthwith and at any and all times hereafter in any manner as it deems necessary, without any monetary cost or other charge to the Municipality.
6. The Municipality shall hold and enjoy the rights, licenses and easements granted in this agreement without interference or interruption by the Grantors or any person acting on behalf of the Grantors.
7. The rights, licenses and easements granted in this agreement shall run with the Land and endure to the benefit of the Municipality, its successors and assigns.
8. Any liability of the Municipality in respect of the water line is subject to the provisions of The Municipal Act.
9. This agreement shall be binding upon the Grantors, his successors-in-title, and any assigns, lessees, owners or occupiers of the Land or any part of the Land.

IN WITNESS WHEREOF, the parties have executed this agreement this    day of  
                                , 2011.

*Levi Michaud*  
\_\_\_\_\_  
Witness

*D.E. Evans*  
\_\_\_\_\_  
Property Owner

*Levi Michaud*  
\_\_\_\_\_  
Witness

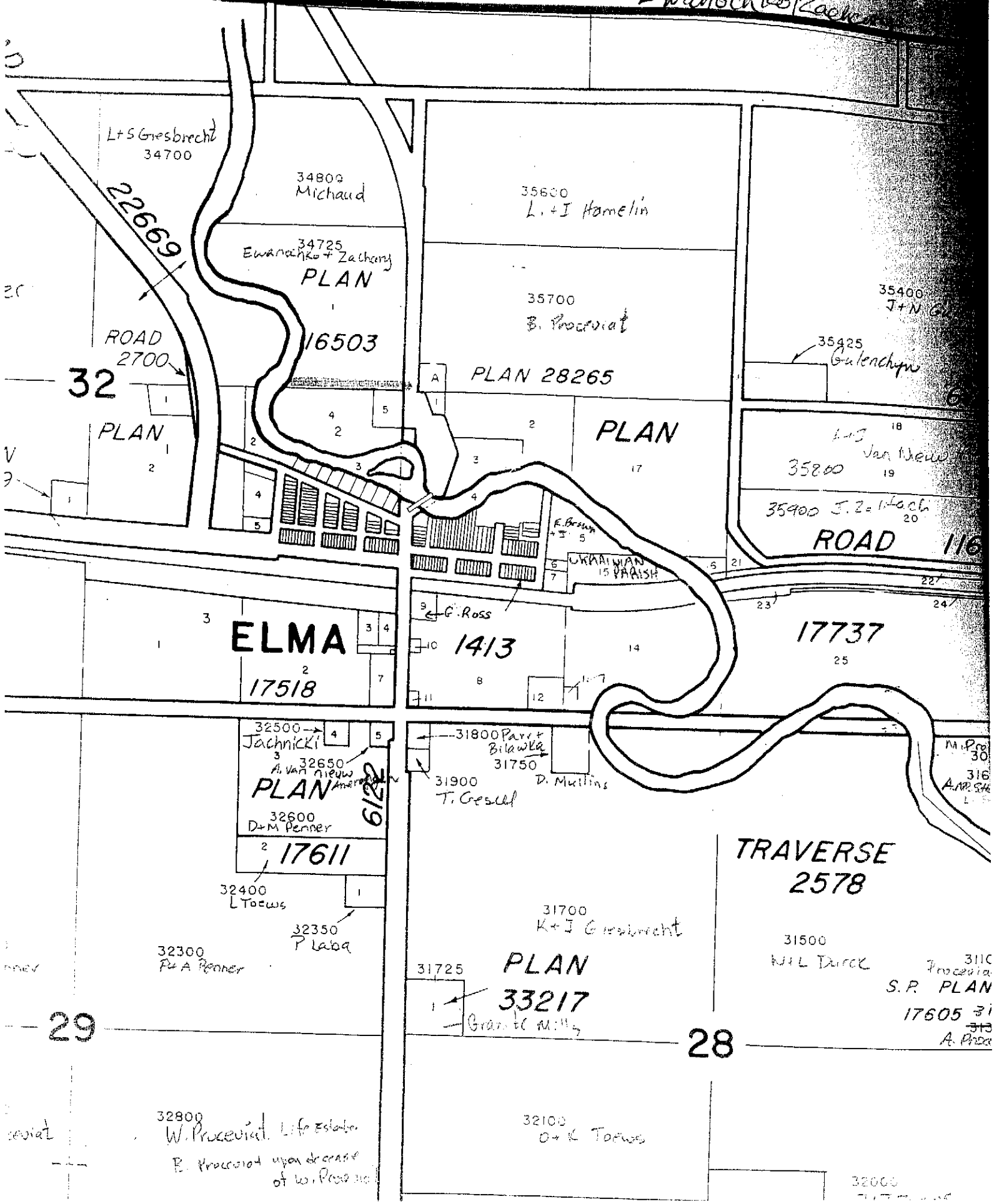
*[Signature]*  
\_\_\_\_\_  
Property Owner

**The Rural Municipality of Whitemouth**

*[Signature]*  
\_\_\_\_\_  
Reeve

*[Signature]*  
\_\_\_\_\_  
Chief Administrative Officer

Ewanochko/Zachary



L+S Giesbrecht  
34700

34800  
Michaud

35600  
L. + J Hamelin

34725  
Ewanochko + Zachary  
**PLAN**

35700  
B. Proceviat

35400  
J+N G

22669  
ROAD  
2700  
**32**  
**PLAN**

16503

**PLAN 28265**

35425  
Gulenchyn

**PLAN**

**PLAN**

L+S  
35200  
Van Nieuw

35400 J. Z. + M. Lach

**ROAD 116**

**ELMA**

1413

17737

17518

32500  
Jachnicki  
32650  
A. Van Nieuw  
**PLAN**  
32600  
D + M Penner  
17611

31800 Parv +  
Bilawka  
31750  
31900  
T. Gressel  
D. Mullins

**TRAVERSE 2578**

32400  
L Toews

32350  
P Laba

31700  
K + J Giesbrecht

31500  
W.L. Tarck

31725  
**PLAN**  
**33217**  
Granite Mills

311C  
Procevia  
**S.P. PLAN**  
17605  
A. Proce

32300  
P + A Penner

29

28

32800  
W. Proceviat. Life Establn  
B. Proceviat upon decrease  
of W. Proceviat

32100  
O + K Toews

32000

**EASEMENT AGREEMENT**

**THIS AGREEMENT** made in duplicate this *29<sup>th</sup>* day of *August, 2011*.

**BETWEEN:**

**THE MANITOBA HYDRO-ELECTRIC BOARD,**

(hereinafter called the "**Owner**"),

OF THE FIRST PART,

- and -

**THE RURAL MUNICIPALITY OF WHITEMOUTH,**

(hereinafter called the "**Municipality**"),

OF THE SECOND PART.

**IN CONSIDERATION OF** the sum of FIVE HUNDRED AND FIFTEEN (\$515.00) DOLLARS, plus applicable Goods and Services tax, to be paid by the Municipality to the Owner in full on the signing hereof and the covenants and agreements herein contained, the Owner and the Municipality covenant and agree as follows:

1. The Owner hereby grants and conveys to the Municipality in perpetuity, the right and easement to enter upon and use that portion of the Owner's land (hereinafter described as the "**Easement Area**") and the right to do all things necessary thereon to construct, maintain, inspect, repair, replace and/or remove a waterline, (hereinafter called the "**Works**") in the Easement Area, and for every such purpose grants and conveys to the Municipality the right of access to the Easement Area over and across the Owner's land appurtenant to the Easement Area (hereinafter called the "**Owner's Land**") by its servants and employees or other persons acting with its authorization upon giving 48 hours notice of the intention to enter thereon. In the event of an emergency, the Municipality, its servants, employees or other persons



acting with its authorization shall be permitted to immediately enter the Owner's Land, provided that notice of such entry shall be given as soon as possible thereafter.

2. The Municipality agrees and undertakes to leave the Easement Area and the Owner's Land in good condition after any work done in connection with such construction, maintenance, inspection, repair, replacement and/or removal, and to indemnify the Owner against any suits, actions, claims or demands arising out of such work.
3. The Municipality will indemnify and save harmless the Owner against and from all liability to, and actions or proceedings by, any person brought or taken by reason of any loss, cost, damage or expense, or alleged loss, cost, damage or expense caused or claimed to have been caused, or arising out of, or claimed to arise out of, the existence, ownership, operation, maintenance, or use, of the Works, except for such loss or damage caused by the act, omission or fault of the Owner or by those for whom the Owner is, in law, responsible.
4. The Owner shall have the right fully to use and enjoy the Easement Area, subject always to and so as not to interfere with the rights, licenses and easement hereby granted. It is understood and agreed that the Owner may maintain and operate transmission lines, distribution lines, gas pipelines, fibre optic communication lines and related equipment and appurtenances on the Easement Area and may place paving, fencing, structures, lines, poles, transformers and related equipment and facilities for the provision of power, gas and communications over, under, on or in the Easement Area.
5. The Owner covenants and agrees with the Municipality that the easement and rights hereby granted shall run with the Owner's Land and shall enure to the benefit of the Municipality, its successors and assigns and shall be binding upon the Owner, its successors and assigns and the Owner's successors in title of the Owner's Land or any part thereof.

6. The land affected by this Agreement is described as:

**PARCEL A PLAN 28265 WLTO  
EXC ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA)  
BY THE REAL PROPERTY ACT IN NW 1/4 33-10-12 EPM**

and includes the Easement Area illustrated on Drawing No. 1-06300-A-16689 attached to this Agreement described as:

**THE SLY 15.00 METRES PERP OF PARCEL A PLAN 28265 WLTO  
EXC ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY  
THE REAL PROPERTY ACT IN NW 1/4 33-10-12 EPM**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first written.

**THE MANITOBA HYDRO-ELECTRIC BOARD**

  
\_\_\_\_\_  
Authorized Signing Officer  
J. Quinn Menec  
Manager, Property Department

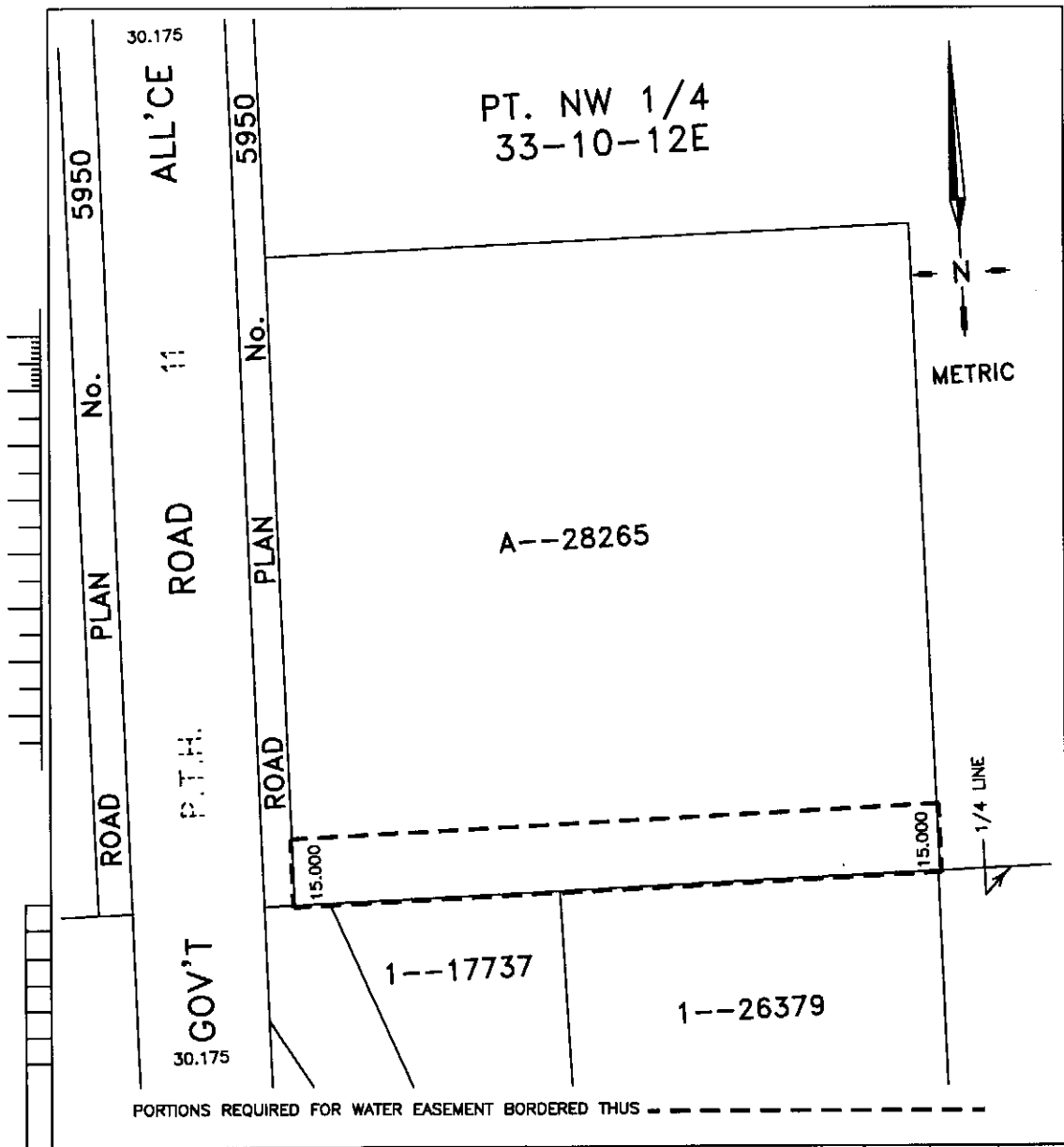
**THE RURAL MUNICIPALITY OF WHITEMOUTH**

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

Manitoba Hydro  
Approved




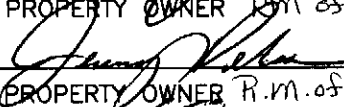


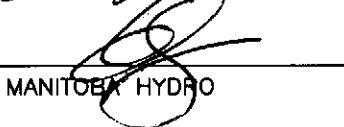
PORTIONS REQUIRED FOR WATER EASEMENT BORDERED THUS - - - - -

NO.		DATE		REVISIONS		BY	CKD.	APP.	
Dimensions Based on:				<b>MANITOBA HYDRO</b> PROPERTY DEPARTMENT					
ASBUILT CHECK NONE				EASEMENT REQUIRED ACROSS PART OF PARCEL A PLAN 28265 WLTO IN NW 1/4 33-10-12 EPM RM OF WHITEMOUTH					
FILE No. 1991-048		SCALE 1:1250		1-06300-A-16689				SHT 0001	REV. 00
DRAWN TAK		DATE 2010-03-09							

**APPROVED FOR EASEMENT LOCATION**


Aug. 24/2011  
 PROPERTY OWNER R.M. of Whitemouth DATE


Aug. 24/2011  
 PROPERTY OWNER R.M. of Whitemouth DATE


2011/08/29  
 MANITOBA HYDRO DATE

FILE No. 1991-048

**EASEMENT AGREEMENT**

**THIS AGREEMENT** made in duplicate this 24<sup>th</sup> day of August 2011

**BETWEEN**

**BRIAN PROCEVIAT**  
("the Grantor")

- and -

**THE RURAL MUNICIPALITY OF WHITEMOUTH**  
("the Municipality")

**WHEREAS** 'the Grantors' are registered owners of the following Land in the Municipality, ("the Land"), legally described as:

NW 33-10-12E  
EX ROAD 5950 EX PL 28265  
S 1/2

**AND WHEREAS** the Municipality requires the right to use the following portion of the Land (the "Easement Land") for the carrying and laying of pipes, the conveyance of water, and in respect of its water line in general (the "water line") as more particularly set out below:

The most Southerly 15 metres of land.

**NOW THEREFORE** in consideration of the premises and the mutual covenants made in this agreement, and the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the Municipality, its successors and assigns the right to enter upon the Easement Land, on the following terms and conditions:

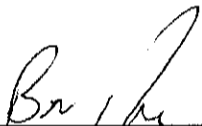
1. The Municipality shall have the perpetual right, license and easement to enter upon the Easement Land to do all things necessarily related to the construction, operation and maintenance of the water line including, without restricting the generality of the foregoing statement, excavate, inspect, construct, place, operate, maintain, use, repair, remove, alter, add to, replace or reconstruct the water line and related appurtenances thereto located in, on, across, along, through or under the Easement Land.
2. The Municipality, its employees, servants, invitees, agents, contractors and workers or such other person or persons as the Municipality shall authorize and deem necessary shall have:
  - a) free access to, from, over, under and across the Land, and any lands adjoining the Land which are now, or may in the future, be owned by the Grantors.
  - b) the right to use in, on, above or under the Easement Land such machinery, materials and equipment as the Municipality shall deem necessary to perform and complete any matter involved with the construction, operation and maintenance of the water line, including, without restricting the generality of the foregoing statement, repair, removal, replacement, and/or reconstruction work relating to the water line and related appurtenances thereto.
3. The Municipality will exercise the rights, licenses and easements in a careful and workmanlike manner so as to cause a minimum of inconvenience or damage to the Grantors. The Municipality will leave the Easement Land, as far as practicable, in good condition after the completion of any work.
4. The Grantors, their successors and assigns, may use and enjoy the Easement Land for any purpose not inconsistent with the rights granted in this agreement, provided such use does not interfere with, or endanger, the construction,

operation and maintenance of the water line. Without restricting the generality of the foregoing, The Grantors shall not in any manner excavate or drill for any reason whatsoever, or construct or erect any foundation, pavement, fence, building or structure, or any other thing, or store any material, on the Easement Land without the prior written consent of the Municipality.

5. The rights, licenses and easements granted in this agreement may be exercised by the Municipality forthwith and at any and all times hereafter in any manner as it deems necessary, without any monetary cost or other charge to the Municipality.
6. The Municipality shall hold and enjoy the rights, licenses and easements granted in this agreement without interference or interruption by the Grantors or any person acting on behalf of the Grantors.
7. The rights, licenses and easements granted in this agreement shall run with the Land and endure to the benefit of the Municipality, its successors and assigns.
8. Any liability of the Municipality in respect of the water line is subject to the provisions of The Municipal Act.
9. This agreement shall be binding upon the Grantors, his successors-in-title, and any assigns, lessees, owners or occupiers of the Land or any part of the Land.

**IN WITNESS WHEREOF**, the parties have executed this agreement this    day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Witness

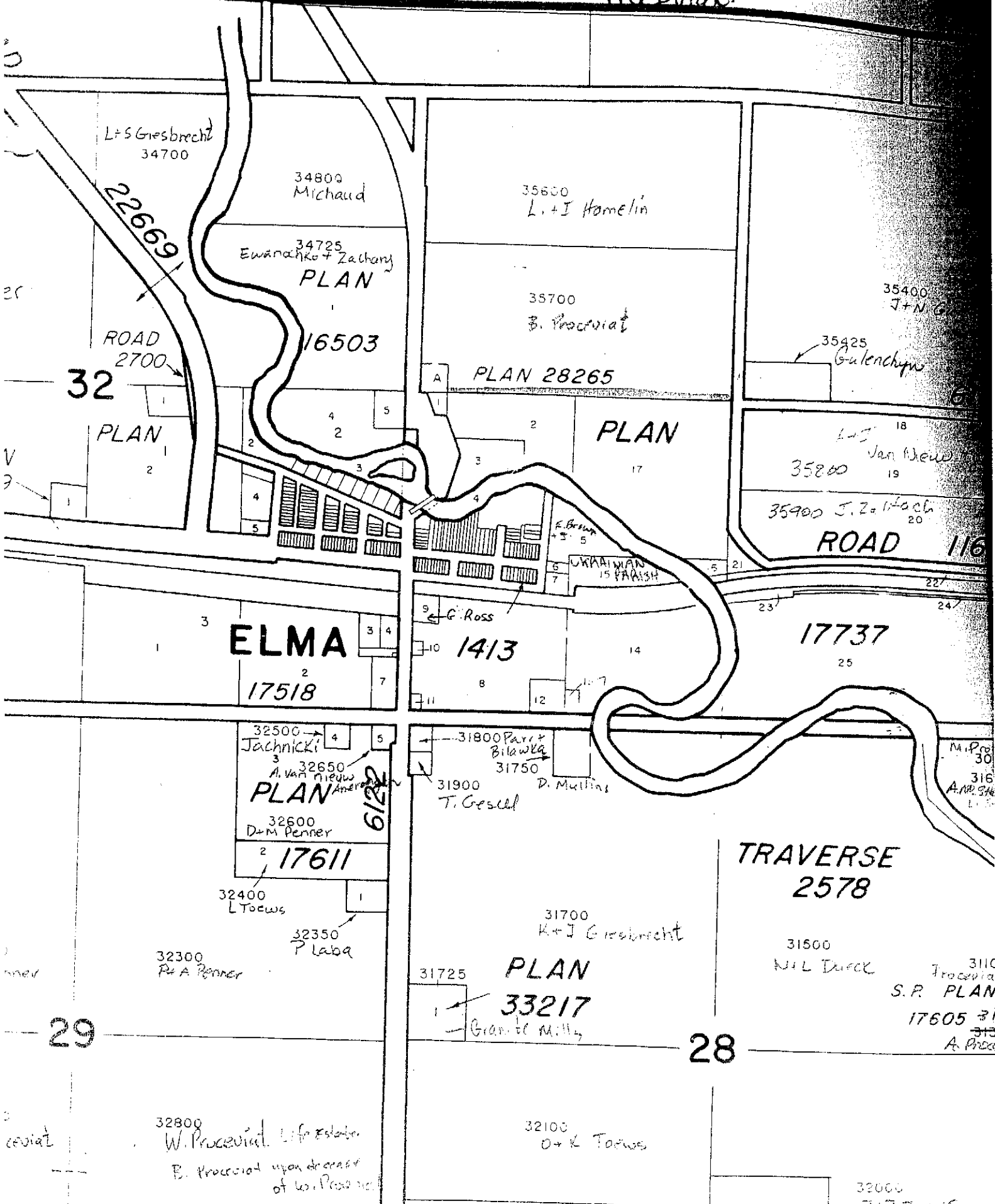
\_\_\_\_\_  
Property Owner

**The Rural Municipality of White mouth**

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

Proceviat



L+S Giesbrecht  
34700

34800  
Michaud

35600  
L.+I Hamelin

34725  
Ewaniachko + Zachary  
PLAN

35700  
B. Proceviat

35400  
J+N G

32

ROAD  
2700

16503

PLAN 28265

35425  
Galenchyn

PLAN

PLAN

35800  
Jan Nieuwenhuis

35900 S.Z. Hach

ROAD 116

ELMA

17518

1413

17737

32500  
Jachnicki

32650  
A. Van Nieuw Amerongen

32600  
D+M Penner

17611

32400  
L Toews

32300  
P+ A Penner

32350  
P Laba

31800 Parry  
Bilawla

31750  
D. Mullins

31900  
T. Gessel

31700  
K.+I Giesbrecht

31725  
PLAN

33217

Granite Mills

TRAVERSE  
2578

31500  
N+L Duffek

3110  
Proceviat  
S.P. PLAN

17605  
A. Proceviat

29

28

32800  
W. Proceviat. Life Establn

B. Proceviat upon death of W. Proceviat

32100  
O+K Toews

32000