

RURAL MUNICIPALITY OF MORRIS

BY - LAW NO. 1226/82

BEING a By-Law authorizing the execution of an agreement between the R.M. of Morris and Charles Goossen and Audrey Goossen.

WHEREAS the Rural Municipality of Morris is installing sewer and water lines into the village of Rosenort, Manitoba;

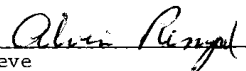
AND WHEREAS the R.M. of Morris must cross certain private properties in order to install the sewer and water mains due there being no lanes in certain parts of Rosenort;

AND WHEREAS in order to cross these certain properties, an easement agreement is required between the owner(s) and the Rural Municipality of Morris;

THEREFORE BE IT RESOLVED the Rural Municipality of Morris in Council duly assembled as follows:

1. That the Rural Municipality of Morris does now authorize the entering into agreement with Charles Goossen and Audrey Goossen for the purpose of allowing the municipal sewer and water mains to cross their property being Parcel 3, Plan 7945, except Dyke 10318 and that the agreement shall be considered as Schedule A to this BY-law.
2. That the Reeve or Deputy-Reeve and the Secretary-Treasurer are hereby authorized to sign all necessary documents on behalf of the municipality in order to complete this agreement and they are also authorized to commence proceedings to have this agreement registered as a caveat against the property as stated in Schedule A.

DONE AND PASSED in open Council of the Rural Municipality of Morris duly assembled this 16th day of July, A.D., 1982.


Reeve


Secretary-Treasurer

Read a first time on the 16th day of July A.D., 1982
Read a second time on the 16th day of July A.D., 1982
Read a third time on the 16th day of July A.D., 1982

I, Grant Macaulay, Secretary-Treasurer of the Rural Municipality of Morris do hereby certify that the above is a true and correct copy of by-law No. 1226/82 passed by the Council of the R.M. of Morris duly assembled on the 16th day of July, 1982.

Dated at Morris, Manitoba this _____ day of _____ A.D., 1982.

Grant Macaulay

THIS AGREEMENT MADE this 16th day of July A.D. 1982
BETWEEN:

Charles Goossen & Audrey Goossen
Rosenort, Manitoba.

(Hereinafter called the "Grantor")

OF THE FIRST PART

- and -

THE RURAL MUNICIPALITY OF MORRIS
(Hereinafter called the "Grantee")

OF THE SECOND PART.

WHEREAS the Grantor is the registered owner of the following described
lands:

Parcel 3, Plan 7945, except Dyke 10318

AND WHEREAS the Grantee requires a right of way over, under, and upon
a portion of said land;

Parcel 3, Plan 7945, except Dyke 10318

NOW THEREFORE, this agreement witnesseth that in consideration of the
sum of ONE (\$1.00) DOLLAR and other good and valuable consideration
receipt thereof is hereby acknowledged, the parties hereto covenant
and agree as follows:

1. The Grantor hereby grants to the Grantee, its successors and assigns
forever, the right, license, and easement to enter upon the following
described land:

The West 10 metres of Parcel 3, Plan 7945, except Dyke 10318

hereinafter called the "Right of Way", and the right to use the said Right of Way for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction, and repair of sewer and water lines under or upon said Right of Way, together with all such equipment and appurtenances as may be necessary or convenient in connection therewith, for the carriage, conveyance, transportation and handling of sewer and water with the right of the Grantee, its servants or agents, to free and unimpeded ingress and egress for all purposes incidental to the grant for so long as the Grantee may desire to exercise the rights and privileges hereby given.

2. The Grantee covenants to fill in all excavations and so far as practical, restore the surface to the same condition so far as may be practicable so to do, as it was prior to the commencement of construction or in subsequent repairs thereto.

3. The Grantor shall not excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected on or under the said Right of Way, any pit, well, foundation, pavement or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said Right of Way except as the same may be necessary for the purposes herein granted to the Grantee.

4. The Grantee shall exercise the rights, licenses and easements hereby granted in a careful and workmanlike manner, so as to cause a minimum of inconvenience or damage to the Grantor and shall make good any such damage.

5. The Grantor covenants to keep the land clear of all brush and trees and other obstructions as may be necessary for the use and enjoyment of the easement of the Grantee.

6. The Grantor hereby agrees that the rights, licenses and easements hereby granted shall be exercisable forthwith at any and all times hereafter by the Grantee and by its respective servants, agents, and employees, in any manner but not to cause harm to the Grantor, free and without charge.

7. The Grantee, upon performing and observing the covenants and conditions on its part, shall and may hold and enjoy the rights, licenses and easements hereby granted, without hinderance, molestation and interruption on the part of the Grantor or of any person claiming by, through or under the Grantor.

8. To the extent that the burden of all rights, licenses, easements, grants, covenants, and agreements contained in this agreement may run with the said land, the Grantor covenants and agrees with the Grantee that the rights, licenses and easements hereby granted shall ensure to the benefit of the Grantee and its successors and assigns and shall be binding upon the Grantor and its successors and assigns in title, the owners or occupiers for the time being, of the said land or any part thereof.

9. The Grantee will indemnify and save harmless the Grantor against and from all liability to and actions or proceedings by any person brought or taken by reason of any loss or damage or alleged loss or damage 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 sewer and water line.

10. All notices to be given herein may be given by registered letter addressed to the Grantee at The Rural Municipality of Morris, Box 518 Morris, Manitoba R0G 1K0 and to the Grantor at :

or such other address as the Grantor and the Grantee may respectively append in writing and any such notice shall be deemed to be given to and received by the addressee seven days after the mailing thereof,

postage prepaid.

11. The Grantor hereby now agrees and has no objections to the Grantee registering this agreement as a caveat against the property mentioned in this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals on the day and year first above written.

SIGNED, SEALED, AND DELIVERED

Charles Gooner
Grantor

in the presence of

Witness

Charles Gooner
Grantor

IN WITNESS WHEREOF THE RURAL MUNICIPALITY OF MORRIS has hereunto caused its corporate seal to be affixed, duly attested to by the hands of its proper officers in that behalf the day and year first above written.

THE RURAL MUNICIPALITY OF MORRIS

per: Alvin Perry REEVE

PER: [Signature] SECRETARY -
TREASURER

CONSENT

I, *Audrey Goosen*, the wife of
Charles Goosen, the Grantor named in the
Grant of Easement herein, hereby consent to the making of the
same by him.

Dated this *9* day of *June* A.D. 1982

Audrey Goosen

The above consent was acknowledged before me by
Audrey Goosen wife of *Charles Goosen*
apart from her husband, to have been voluntarily executed by her of
her own free will and accord and without any compulsion on the part
of her husband. She has further acknowledged that she is aware of
the nature and effect of the same.

Dated at the _____ of _____
in the Province of Manitoba, this _____ day of _____
A.D. 1982

A notary Public (Commissioner
for Oaths) in and for the
Province of Manitoba.

My commission expires:
