

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1240/82

BEING a By-law authorizing the execution
of an agreement between the R. M. of Morris
and Tina K. Loewen and Mary K. Loewen.

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

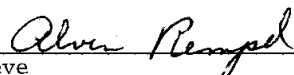
AND WHEREAS the R. M. of Morris must cross certain
properties in order to install the sewer and water lines;


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 that the Rural Municipality of
Morris in Council duly assembled as follows:

1. That the Rural Municipality of Morris does now
authorize the entering into an agreement with Tina K.
Loewen and Mary K. Loewen for the purpose of allowing
the municipal sewer mains to cross their property being
the West half of the Southeast quarter of Section
8-6-1 East P.M. and that the agreement shall be conside
as Schedule "A" to this By-law.
2. That the 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 23rd day of September, 1982.


Reeve


Secretary-Treasurer.

Read a first time on the 23rd day of September, 1982.
Read a second time on the 23rd day of September, 1982.
Read a third time on the 23rd day of September, 1982.

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THIS AGREEMENT MADE this 23rd day of September A.D. 1982
BETWEEN: Tina Kroeker Loewen & Mary Kroeker Loewen
Box 134
Rosenort, Manitoba
ROG 1W0

(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:

West half ($W\frac{1}{2}$) of $SE\frac{1}{4}$ (Except Road 10691) of Section 8-6-1E

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

West half ($W\frac{1}{2}$) of $SE\frac{1}{4}$ (Except Road 10691) of Section 8-6-1E

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:

An easement width of 16 metres across the $SE\frac{1}{4}$ of Section 8-6-1East
starting at a point 61.0 metres South from the North East corner
of Water Control Works Dyke of Plan 10318 in a direction North East
to the North East corner of the $SE\frac{1}{4}$ of Section 8-6-1 East, being a
part of the West half ($W\frac{1}{2}$) of $SE\frac{1}{4}$ (Except Road 10691) of Section
8-6-1East.

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

James K. Loewen
Grantor

In the presence of

[Signature]
Witness

Mary K. Loewen
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 Pempel REEVE

PER: [Signature] SECRETARY -
TREASURER

AFFIDAVIT OF EXECUTION

CANADA) I, *FRANKLIN PRETT*
PROVINCE OF MANITOBA) of the *VILLAGE* of *ROSENORT*
TO WIT) in the Province of Manitoba, *BUSINESSMAN*

MAKE OATH AND SAY:

1. That I was personally present and did see *TINA KROEKER LOEWEN AND MARY KROEKER LOEWEN* the within named Grantor(s) execute the within agreement.

2. That I know the said *TINA KROEKER LOEWEN & MARY KROEKER LOEWEN* and am satisfied that *THEY ARE* ~~is~~ of the full age of eighteen years. *57.*

3. That the said agreement was executed at the *VILLAGE* of *ROSENORT* in Manitoba, and that I am a subscribing witness thereto.

SWORN before me at the *village*)

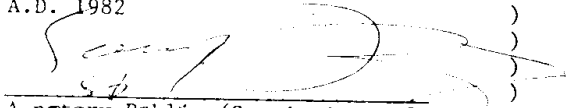
of *Rosenort*)

in the Province of Manitoba,)

this *11th* day of *September*)



A.D. 1982)



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

My commission expires: *Dec 31, 83*)