

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1291/84

BEING a By-law authorizing the execution of an agreement between the R. M. of Morris and Margaret Reimer.

WHEREAS the Rural Municipality of Morris has installed 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 a service line into Lot 6, Block 2 and Plan 16239 in Rosenort, Manitoba;

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 Margaret Reimer for the purpose of allowing the municipal sewer and water lines to cross her property being Lot 7, Block 2, Plan 16239 and that the agreement shall be considered 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 9th day of August, 1984.

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Secretary-Treasurer

Read a first time on the	9th	day of	August	A.D. 1984.
Read a second time on the	9th	day of	August	A.D. 1984.
Read a third time on the	9th	day of	August	A.D. 1984.

I, Grant G. 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. 1291/84 passed by the Council of the R. M. of Morris duly assembled on the 9th day of August, 1984.

Dated at Morris, Manitoba this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Grant G. Macaulay

THIS AGREEMENT made this *9<sup>th</sup>* day of *August* A.D. 19*84*;

BETWEEN:

MARGARET REIMER, of the Post Office of  
Rosenort, in Manitoba, wife of John "H"  
Reimer, of the same place, Retired Farmer,

(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:

"Lot Seven, in Block Two, as shown on a Special Plot of part of  
the South East Quarter of Section Six, in Township Six and Range  
One, East of the Principal Meridian, in Manitoba, registered in  
the Winnipeg Land Titles Office as No. 16239;"

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

NOW, THEREFORE, this agreement witnesseth that in consideration of  
the sum of FIVE (\$5.00) DOLLARS and other good and valuable consideration,  
receipt whereof 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, licence and easement to enter upon the following  
described land:

"All that portion of S.P. Lot 7, Block 2, Plan 16239, W.L.T.O. lying to the North of a line drawn South of, parallel with and perpendicularly distant Fifteen feet from the Southern limit of S.P. Lot 6, Block 2, Plan 16239, which lies to the East of a line drawn Southerly parallel to the most Eastern of the Eastern limits of said Lot 7 from a point in the said Southern limit of said Lot 6, distant Westerly thereon 275 feet from said Eastern limit;"

(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, licences 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 bush 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, licences 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, licences and easements hereby granted, without hindrance, 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, licences, 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, licences and easements hereby granted shall enure 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 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 ROG 1K0

and to the Grantor at:

c/o Eventide Home for the Aged,  
Rosenort, Manitoba,  
ROG 1W0

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 (7) days after the mailing thereof, postage prepaid.

11. The Grantor hereby now agrees and has no objections to the Grantee registering a caveat against the property mentioned in this agreement, pursuant to 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 )  
in the presence of: )

        *Beau*         )  
Witness )

        *Mrs Margaret Reimer*         )  
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:         *Dean Gibson*         Reeve

Per:         *J. P. Macaulay*         Sec.-Treas.

AFFIDAVIT OF EXECUTION

C A N A D A )  
 ) I, Stanley Edwin Braun  
PROVINCE OF MANITOBA )  
 ) of the Town of Morris  
TO WIT: )  
 ) in the Province of Manitoba, Solicitor,

MAKE OATH AND SAY:

1. THAT I was personally present and did see MARGARET REIMER the within named Grantor execute the within agreement.
2. THAT I know the said Margaret Reimer and am satisfied that she is of the full age of eighteen years.
3. That the said agreement was executed at the Town of Morris in Manitoba, and that I am a subscribing witness thereto.

SWORN before me at the Town )  
of Morris, in the Province )  
of Manitoba, this 22<sup>nd</sup> day )  
of August A.D. 1984. )

Berube )  
 )  
A Commissioner for Oaths in )  
and for the Province of Manitoba. )  
My commission expires 17/12/85 )

Braun

C A N A D A )  
PROVINCE OF MANITOBA )  
TO WIT: )

I, MARGARET REIMER, of the Post Office of Rosenort, in Manitoba,  
widow of John "H" Reimer, late of the same place, Retired Farmer, deceased,

SOLEMNLY AFFIRM AND SAY:

1. That I am the within named Grantor and that I am of the full age of eighteen years.
2. That I am the registered owner of the within described lands.
3. That I, Margaret Reimer, have no husband.

SOLEMNLY AFFIRMED before me )  
at the Postal District of )  
Rosenort, in Manitoba, )  
this 22<sup>nd</sup> day of August, )  
A.D. 1984. )  
\_\_\_\_\_)  
A Notary Public in and for )  
the Province of Manitoba )

Mrs Margaret Reimer