

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1307/85

BEING a By-law authorizing the execution of an agreement between the R. M. of Morris and Manitoba Hydro and Manitoba Telephone System.

WHEREAS the Rural Municipality of Morris recently purchased a portion of the laneway north of the Municipal Office Building which is now called Parcel "A", in Plan 18697;

AND WHEREAS the Rural Municipality of Morris did install a wheel chair ramp on this property;


AND WHEREAS the Manitoba Hydro and Manitoba Telephone System require an overhead easement to service those lines currently in place over the former laneway;

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 Manitoba Hydro and Manitoba Telephone System for the purpose of allowing Manitoba Hydro and Manitoba Telephone System access to overhead lines which cross Parcel "A", in Plan 18697 owned by the R. M. of Morris 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.

DONE AND PASSED in open Council of the Rural Municipality of Morris duly assembled this 13th day of June, 1985.


Reeve


Secretary-Treasurer.

Read a first time on the 13th day of June, 1985
Read a second time on the 13th day of June, 1985
Read a third time on the 13th day of June, 1985



MEMORANDUM OF AGREEMENT made this 13 day of June, 1985.

BETWEEN:

THE RURAL MUNICIPALITY OF MORRIS

(hereinafter called the "Grantor"),

OF THE FIRST PART,

-- and --

THE MANITOBA HYDRO-ELECTRIC BOARD,

(hereinafter called "Manitoba Hydro"),

OF THE SECOND PART,

-- and --

THE MANITOBA TELEPHONE SYSTEM,

(hereinafter called the "System"),

OF THE THIRD PART.

WHEREAS the Grantor is registered as the owner of an estate in fee simple in possession in the following described land:

The most Nly. 4 feet perp. of Parcel "A", Plan 18697 W.L.T.O. in R.L. 339, Parish of Ste. Agathe.

(hereinafter referred to as "said land");

AND WHEREAS Manitoba Hydro and the System require a right-of-way over, across, upon, under and through certain portions of said land;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by Manitoba Hydro and the System to the Grantor, (the receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. The Grantor hereby grants to Manitoba Hydro, its successors and assigns, for so long as required by Manitoba Hydro, the right, license and easement to enter upon all that portion of said land shown coloured red on a drawing hereto annexed bearing No. 06300-B-08342 (hereinafter called the "right-of-way") and use, ~~excavate~~, construct, place, operate, inspect, maintain, repair, alter, add to and remove, on, under, across, along, over, through or from the right-of-way an overhead ~~and/or under-ground~~ electric power line and related plant, equipment and facilities.
2. The Grantor hereby grants to the System, its successors and assigns, for so long as required by the System, the right, license and easement to enter upon the right-of-way and use, ~~excavate~~, construct, place, operate, inspect, maintain, repair, alter, add to and remove on, across, along, ~~under~~, over, through or from the right-of-way, telephone lines, ~~conduits~~, cables, ~~ducts~~ and other communications plant and related equipment and facilities.
3. The Grantor hereby grants to Manitoba Hydro and to the System the right of free and unimpeded ingress and egress to and from the right-of-way over and upon lands adjoining the right-of-way which are now or may hereafter be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the right-of-way.
4. The Grantor hereby grants to Manitoba Hydro and the System the right to cut and trim trees and brush on and on either side of the right-of-way which, in the opinion of Manitoba Hydro or the System interfere with or are likely to interfere with the said electric power and/or telephone lines, and related plant equipment and facilities.

The address of The Manitoba Hydro-Electric Board is
820 Taylor Avenue, Winnipeg, Manitoba R3C 2P4.


The address of The Manitoba Telephone System is
489 Empress Street, Winnipeg, Manitoba R3G 3G9.

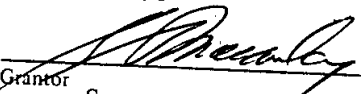
5. Manitoba Hydro and the System shall exercise the rights, licenses and easements hereby granted in a careful and workmanlike manner so as to cause a minimum of inconvenience or damage to the Grantor, and shall make good any such damage.
6. The Grantor shall not, without the prior consent in writing of Manitoba Hydro and the System excavate, drill, place, install, erect or permit to be excavated, drilled, placed, installed or erected on, over or under the right-of-way any pit, well, foundation, pavement, material, fence, structure or thing which will extend more than 12 feet above ground level ~~or within 2 feet of underground cable~~, but otherwise the Grantor shall have the right fully to use and enjoy the right-of-way, subject always to and so as not to interfere with the rights, licenses and easements hereby granted.
7. The Grantor hereby agrees that the rights, licenses and easements hereby granted shall be exercisable forthwith and at any and all times hereafter by Manitoba Hydro and by the System and by their and each of their respective servants, agents and employees, in any manner, free and without charge.
8. Manitoba Hydro and the System performing and observing the covenants and conditions on their part to be performed and observed shall and may hold and enjoy the rights, licenses and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person claiming by, through, under or in trust for, the Grantor.
9. To the intent that the burden of all rights, licenses, easements, grants, covenants and agreements contained in this Agreement may run with said land, the Grantor covenants and agrees with Manitoba Hydro and the System that the rights, licenses and easements hereby granted shall enure to the benefit of Manitoba Hydro and the System and their and each of their successors and assigns and shall be binding upon the Grantor and on the successors in title of the Grantor, the owners or occupiers for the time being of said land or any part thereof.

IN WITNESS WHEREOF the parties hereto have executed these presents.

WITNESS:

THE RURAL MUNICIPALITY OF MORRIS


Grantor Reeve


Grantor Secretary-Treasurer

THE MANITOBA HYDRO-ELECTRIC BOARD

General Counsel

THE MANITOBA TELEPHONE SYSTEM

General Counsel

| |
|---------------------------------|
| Approved |
| M.H.E.B. Property Manager |
| M.H.E.B. Legal Officer |
| M.T.S. Legal Dept. |

MEMORANDUM OF ENCUMBRANCES, LIENS AND INTERESTS

| Name of Holder: | Nature of Encumbrance: | Registration No.: |
|-----------------|------------------------|-------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

CONSENT

The undersigned _____
being the

_____ hereby approves of, joins in and consents to the foregoing Grant of Easement, and covenants that Manitoba Hydro and The System shall have quiet possession of the right-of-way and the said rights, licenses and easements thereby granted.

DATED at _____

_____ day of _____ 19 _____

WITNESS:

AFFIDAVIT OF EXECUTION

CANADA) I,
 PROVINCE OF MANITOBA) of the
) of
) in the Province of
 TO WIT:)

1. That I was personally present and did see the within instrument duly executed by
2. That I know the said part and am satisfied that of the full age of eighteen years.
3. That the said instrument was executed at aforesaid and that I am a subscribing witness thereto.

make oath and say:
 of the parties thereto.

SWORN before me at the)
 of) in the)
 Province of) this)
 day of) 19 .)

A

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Dated 19

THE RURAL MUNICIPALITY OF MORRIS

and

THE MANITOBA HYDRO-ELECTRIC BOARD

and

THE MANITOBA TELEPHONE SYSTEM

Grant of Easement

Certificate of Title No.

JOHN F. FUNNELL
 GENERAL COUNSEL
 THE MANITOBA HYDRO-ELECTRIC BOARD