

THE RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1466/95

BEING a By-law authorizing the execution of an encroachment agreement between the R. M. of Morris and Peter G. Buckley and Heather J. Marcin.

WHEREAS a residential garage located on Lots 1, 2 and 3, in Block 2 and Plan 916, in Sperling, Manitoba is encroaching onto Waddell Street;

AND WHEREAS the building on this property is currently owned by Wilfred Sessions;


AND WHEREAS an encroachment agreement is required to be entered into to resolve the matter;

THEREFORE BE IT RESOLVED that the Council of the Rural Municipality of Morris, in a meeting duly assembled, enacts as follows:

1. That the Rural Municipality of Morris agrees to enter into an encroachment agreement with Peter G. Buckley and Heather J. Marcin recognizing the encroachment of the residential garage building on Lots 1, 2 and 3, in Block 2 and Plan 916 onto Waddell Street.
2. That the agreement mentioned above shall be considered as schedule "A" to this By-law.
3. 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.
4. That a copy of the above mentioned encroachment agreement shall be registered as a caveat on Lots 1, 2 and 3, in Block 2 and Plan 916.

DONE AND PASSED in open Council of the Rural Municipality of Morris assembled this 9th day of March, 1995.


Reeve


Secretary-Treasurer.

EASEMENT AGREEMENT

BETWEEN:

**RURAL MUNICIPALITY OF MORRIS
(hereinafter called the Grantor)**

of the First Part,

- and -

**PETER GLEN BUCKLEY & HEATHER JOAN MARCIN
22 Main Street, Sperling
R0G 2M0
(hereinafter called the Grantee)**

of the Second Part.

WHEREAS the Grantees are the registered owners of the following described land:

Lots 1, 2, and 3, in Block **COPY** as shown on a Plan of Survey of part of the Village of Sperling, in Manitoba, registered in the MLTO as No. 916W, subject to the special reservations as to mines, minerals and other matters as particularly defined in the original grant of said land from the Crown

AND WHEREAS the wooden garage located on the land which the Grantees own encroaches onto Waddell Street to the North a maximum of 0.6 of a foot excluding eaves and trough, (as shown on a Building Location certificate attached hereto as Schedule "A");

AND WHEREAS the Grantor is willing to grant an easement relating to the encroachment of the garage on Waddell Street;

NOW THEREOFRE in consideration of the covenants herein contained, and the sum of \$1.00 paid by the Grantees to the Grantors, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Grantor grants to the Grantees, their heirs and assigns and the occupants of:

Lots 1, 2 and 3, in Block 2, as shown on Plan 916W MLTO
an easement over the following land:

Waddell Street

2. This grant of easement shall terminate if the easement is used otherwise than for its present contemplated use, being the location of the garage as set out in Schedule "A".

3. In the event of the total demolition of the garage referred to herein or in the event of destruction of that portion of the garage which overhangs onto the street, the right of easement granted herein shall terminate.

4. The parties further agree that provisions of this agreement shall run with the land and shall be binding upon all successors in title.

5. The Grantee agrees to indemnify and save harmless the

Grantor for any actions and causes of action, suits or damages resulting from the Grantor granting this easement agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the 9th day of MARCH 1995.

SIGNED, SEALED AND DELIVERED

)
) Grantor: R.M. of Morris
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)

R.M. of Morris
Reeve

[Signature]
Secretary-Treasurer

CO *Peter Glen Buckley*
Peter Glen Buckley

[Signature]
Heather Joan Marcin

X *Suzanne Schraeder*
Witness