

## SCHEDULE 12

### LANDS, SITE(S), FACILITY(IES)

#### SECTION A GENERAL

##### A1. Capitalized Terms

A1.1 Capitalized terms used in this Schedule 12 have the meanings set out in the Design Build Agreement, unless otherwise expressed in this Schedule 12.

##### A2. Definitions

A2.1 In this Schedule 12, the following terms have the following meanings:

- (a) **“Chief Peguis Trail”** means the site for the future Chief Peguis Trail expansion, as noted as the Construction Laydown Area in Appendix 12A.
- (b) **“Communication Tower”** means the City’s communication tower located within Construction Site Parcel B as shown in Appendix 12A Figure 2 and includes the:
  - (i) structure;
  - (ii) communication equipment;
  - (iii) support structures;
  - (iv) guy wires; and
  - (v) associated air space.
- (c) **“Construction Lands”** means the lands in, under or on, in which the Work is to be performed, and includes:
  - (i) Construction Site Parcel A;
  - (ii) Tie-In Sites Parcel A; and
  - (iii) Construction Site Parcel B;
- (d) **“Construction Site Parcel A”** means the area depicted in Appendix 12A, prescribed by the Universal Transverse Mercator coordinates on Appendix 12A Figure 1 – Site Plan and within WLTO Parcel A Plan 56334;
- (e) **“Construction Site Parcel B”** means the area depicted in Appendix 12A, prescribed by the Universal Transverse Mercator coordinates on Appendix 12A, Figure 1 – Site Plan and within WLTO pt LOT 1 plan 16344, Parcel B and C Plan 55731;
- (f) **“Construction Laydown Area”** means the Chief Peguis Trail right-of-way land available for use for the temporary storage of equipment, materials and stockpile of excess soil material for the Project, as well as to provide space for work-force

- vehicle parking, as depicted in Appendix 12A and prescribed by the Universal Transverse Mercator coordinates on Appendix 12A Figure 1 – Site Plan;
- (g) **“Construction Stockpile and Laydown Area Parcel C”** means the land available for use for temporary facilities and as a staging area for the Project, as depicted in Appendix 12A – Construction Stockpile & Laydown Area Parcel C, prescribed by the Universal Transverse Mercator coordinates on Appendix 12A Figure 1 – Site Plan and within WLTO pt LOT 1 plan 16344, Parcel B and C Plan 55731;
  - (h) **“Parcel A”** means Parcel A Plan 56334 WLTO;
  - (i) **“Staging Area Lands”** means:
    - (i) Construction Laydown Area;
    - (ii) Construction Stockpile and Laydown Area Parcel C; and
    - (iii) Staging Area Parcel A; and
  - (j) **“Staging Area Parcel A”** means the land available for use for temporary staging area for the Project, as depicted in Appendix 12A – Staging Area Parcel A and prescribed by the Universal Transverse Mercator coordinates on Appendix 12A Figure 1 – Site Plan.
  - (k) **“Tie-in Sites Parcel A”** means the land available for use for installation of piping and tie-ins to the Existing Infrastructure on Parcel A, as well as any upgrades required, as specified in Schedule 18 and 18A.

## **SECTION B IDENTIFIED ENCUMBRANCES**

### **B1. General**

- B1.1 Refer to Section D of the Design Build Agreement and Schedule 18 – Technical Requirements for specific details regarding Mobilization, Demobilization, access, security and other requirements regarding the Lands.
- B1.2 The legal description for the Lands, including status of title, is set out in Appendix 12B and are shown on the diagram attached as Appendix 12C.
- B1.3 This Section B describes existing encumbrances on the Lands including existing utilities, rights of access and rights of use and such encumbrances shall constitute Identified Encumbrances.

### **B2. Utility Services and Easements**

- B2.1 Design Builder shall take note that:
  - (a) there may be electrical utility services at the Lands;
  - (b) some of such utility services at the Lands may be underground services;
  - (c) as of the Effective Date, there are two signed easement agreements between the City and Manitoba Hydro as shown in Appendix 12D.

### **B3. CPKC Railway Crossing**

- B3.1 CPKC railway divides Parcel A and Construction Site Parcel B and its right-of-way is not included in any portion of the Lands. Section C.6.2.1 of Schedule 18 – Technical Requirements outlines the requirements for pipes crossing the railway.
- B3.2 The City may install a surface road crossing of CPKC railway to connect Parcel A and Parcel B. If the City proceeds with this work, the City may reclaim the portions of the Lands necessary to complete this work.

## **SECTION C LANDS**

### **C1. Construction Site Parcel A**

- C1.1 The Construction Site Parcel A forms part of the Construction Lands and will not be immediately available to the Design Builder. Access to this land will be subject to the following construction restrictions:
- (a) all Construction Commencement Conditions have been met;
  - (b) in consultation with the City, inspection and construction activity shall be coordinated in accordance with Schedule 18 – Technical Requirements – Appendix 18P – Coordination Protocol.
- C1.2 Design Builder shall only access the Construction Site Parcel A from Main St. via Highland Ave. For clarity, this includes all Design Builder personnel vehicle traffic, equipment and material deliveries, material and waste removal, equipment mobilization, housekeeping and hospitality services.
- C1.3 Design Builder shall only install piping and utilities within Construction Site Parcel A in support of tie-ins required to the existing NEWPCC on Parcel A. The pipe/utility routing shall remain within the boundaries shown for Construction Site Parcel A so that the Infrastructure does not impact other NEWPCC projects. Anticipated tie-ins to Parcel A include:
- (a) raw sewage, phosphorus recovery effluent, flushing water, ferric chloride, primary sludge, fibre, and power supply.
- C1.4 The geographical limits of Construction Site Parcel A are set out in the figure shown in Appendix 12A with the UTM coordinates.
- C1.5 The land title legal descriptions for Construction Site Parcel A are provided in Appendix 12B and the title plot drawing is provided in Appendix 12C.

### **C2. Tie-In Sites Parcel A**

- C2.1 The Tie-In Sites Parcel A forms part of the Construction Lands and will not be immediately available to the Design Builder. Access to this land will be subject to the following construction restrictions:
- (a) all Construction Commencement Conditions have been met;

- (b) in consultation with the City, inspection and construction activity shall be coordinated in accordance with Schedule 18 – Technical Requirements – Appendix 18P – Coordination Protocol.
- C2.2 Design Builder shall only access the Tie-In Sites Parcel A from Main St. via Highland Ave. For clarity, this includes all Design Builder personnel vehicle traffic, equipment and material deliveries, material and waste removal, equipment mobilization, housekeeping and hospitality services.
- C2.3 Design Builder shall only install tie-ins and equipment required to the existing NEWPCC within Tie-In Sites Parcel A. Anticipated tie-ins to Parcel A include:
  - (a) raw sewage **[NTD: final location to be confirmed during Development Phase]**, phosphorus recovery effluent, flushing water **[NTD: final location to be confirmed during Development Phase]**, ferric chloride, primary sludge, fibre, and power supply.
  - (b) Anticipated equipment to be installed within this Lands as specified within Schedule 18A.
- C2.4 Design Builder shall install the ferric chloride, primary sludge, fibre, and power supply piping and utilities within the existing galleries and tunnels as identified in Appendix 12A Figure 3.
- C2.5 Any access to Parcel A required to complete the tie-ins that is outside of Tie-In Sites Parcel A shall be coordinated with the City in accordance with Schedule 18 – Technical Requirements – Appendix 18P – Coordination Protocol.
- C2.6 The geographical limits of Tie-In Sites Parcel A are set out in the figure shown in Appendix 12A Figure 3.
- C2.7 The land title legal descriptions for Tie-In Sites Parcel A are provided in Appendix 12B and the title plot drawing is provided in Appendix 12C.
- C3. Construction Site Parcel B**
- C3.1 The Construction Site Parcel B forms part of the Construction Lands and is immediately available to the Design Builder without requiring an authorization in accordance with Schedule 18 – Technical Requirements – Appendix 18P – Coordination Protocol, subject to the following construction restrictions:
  - (a) all Construction Commencement Conditions have been met;
  - (b) in consultation with the City, inspection and construction activity involving existing utilities, land drainage, water mains, interceptor sewer, or any other buried infrastructure shall be coordinated in accordance with Schedule 18 – Technical Requirements – Appendix 18P – Coordination Protocol.
- C3.2 Design Builder shall only access the Construction Site Parcel B from Ferrier St. The Design Builder shall have access to the Construction Laydown Area from the Construction Site Parcel B. For clarity, this includes all Design Builder personnel vehicle traffic, equipment and material deliveries, material and waste removal, equipment mobilization, housekeeping and hospitality services.

C3.3 Communication Tower must be protected by installing temporary fencing to enclose the entire Communication Tower footprint including the anchor cables. Fencing and gate as per Appendix 12A Figure 2.

C3.4 The geographical limits of Construction Site Parcel B are set out in the figure shown in Appendix 12A with the UTM coordinates.

C3.5 The land title legal descriptions for Construction Site Parcel B are provided in Appendix 12B and the title plot drawing is provided in Appendix 12C.

#### **C4. Construction Stockpile and Laydown Area Parcel C**

C4.1 The Construction Stockpile and Laydown Area Parcel C forms part of the Staging Area Lands and is immediately available as of the Effective Date to the Design Builder without requiring an authorization in accordance with Schedule 18 – Technical Requirements – Appendix 18P – Coordination Protocol.

C4.2 The Construction Stockpile and Laydown Area Parcel C is to be the primary location for storage of equipment and materials for the Project, as well as temporary construction facilities including Design Builder's and City's site office trailers.

C4.3 The Construction Stockpile and Laydown Area Parcel C will also have a land drainage pond installed by the City. **[location and sizing NTD]**

C4.4 The Construction Stockpile and Laydown Area Parcel C are subject to the following restrictions:

- (a) access and egress shall be from Ferrier St.;
- (b) No permanent above-ground structures or sub-surface modifications shall be allowed.

C4.5 The geographical limits of the Construction Stockpile and Laydown Area Parcel C are set out in the figure shown in Appendix 12A with the UTM coordinates.

C4.6 The land title legal descriptions for the Construction Stockpile and Laydown Area Parcel C are provided in Appendix 12B and the title plot drawing is provided in Appendix 12B.

#### **C5. Construction Laydown Area**

C5.1 The Construction Laydown Area forms part of the Staging Area Lands and is immediately available as of the Effective Date to the Design Builder without requiring an authorization in accordance with Schedule 18 – Technical Requirements – Appendix 18P – Coordination Protocol.

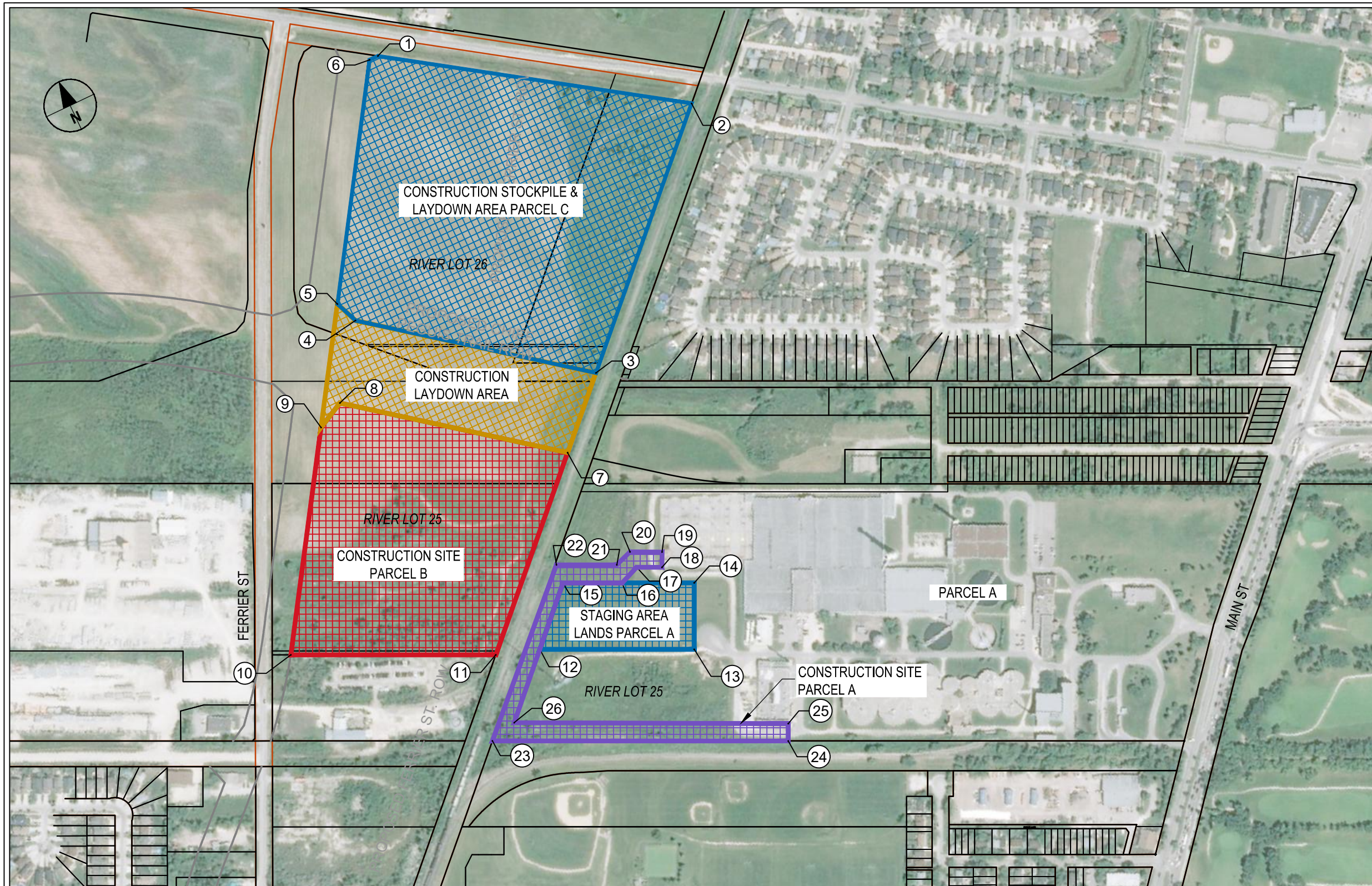
C5.2 The Construction Laydown Area is an additional location for the temporary storage of equipment, materials and stockpile of excess soil material for the Project. This area may also be used to provide work-force vehicle parking.

C5.3 As this area is within the existing Chief Peguis Trail right-of-way, Design Builder shall vacate the Construction Laydown Area if given notice from the City that construction of Chief Peguis Trail will commence. Design Builder shall vacate the Construction Laydown

- Area within **[90]** days of such notice. The City will not be responsible for any costs related to Design Builder vacating the Construction Laydown Area.
- C5.4 The Construction Laydown Area is subject to the following restrictions:
- (a) access and egress shall be from Construction Stockpile and Laydown Area Parcel C and/or Construction Site Parcel B;
  - (b) No permanent above-ground structures or sub-surface modifications allowed;
- C5.5 The geographical limits of the Construction Laydown Area is set out in Appendix 12A including UTM coordinates.
- C5.6 The land title legal descriptions for the Construction Laydown Area is provided in Appendix 12B and the title plot drawing is provided in Appendix 12C.
- C6. Staging Area Parcel A**
- C6.1 The Staging Area Parcel A forms part of the Staging Area Lands and is immediately available as of the Effective Date to the Design Builder without requiring an authorization in accordance with Schedule 18 – Technical Requirements – Appendix 18P – Coordination Protocol.
- C6.2 The Staging Area Parcel A is an additional location for the temporary storage of equipment and materials for the Project as required for construction on Parcel A.
- C6.3 The Staging Area Parcel A is subject to the following restrictions:
- (a) no permanent above-ground structures or sub-surface modifications allowed.
- C6.4 Design Builder shall only access the Staging Area Parcel A from Main St. via Highland Ave. For clarity, this includes all Design Builder personnel vehicle traffic, equipment and material deliveries, material and waste removal, equipment mobilization, housekeeping and hospitality services. Note that there is no road crossing of the CPKC railway from Parcel B.
- C6.5 The geographical limits of Staging Area Parcel A are set out in the figure shown in Appendix 12A and the UTM coordinates.
- C6.6 The land title legal descriptions for the Staging Area Parcel A are provided in Appendix 12B and the title plot drawing is provided in Appendix 12C.

## **Schedule 12**

### **Appendix 12A – Construction and Staging Area Lands and Universal Transverse Mercator Coordinates**



Point Table		
Point #	Northing	Easting
1	5535917.40	635316.59
2	5535707.25	635630.85
3	5535465.31	635391.17
4	5535643.65	635158.51
5	5535670.61	635147.33
6	5535917.41	635305.78
7	5535393.70	635320.24
8	5535562.60	635099.87
9	5535545.71	635067.15
10	5535316.07	634919.46
11	5535212.16	635140.40
12	5535195.84	635190.68
13	5535117.64	635357.06
14	5535189.22	635390.71
15	5535255.69	635249.28
16	5535225.50	635312.94
17	5535235.31	635336.56
18	5535222.31	635363.88
19	5535238.80	635371.73
20	5535255.21	635337.26
21	5535247.93	635316.47
22	5535278.51	635251.37
23	5535121.19	635093.17
24	5534971.17	635412.06
25	5534989.82	635420.84
26	5535129.79	635125.87





## **Schedule 12**

### **Appendix 12B – Legal Description of Lands**

## STATUS OF TITLE

Title Number **1121468/1**  
Title Status **Accepted**  
Client File **17-0794**

## The Property Registry

A Service Provider for the Province of Manitoba



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

SP LOT 20 PLAN 24118 WLTO  
IN RL 25 AND 26 PARISH OF KILDONAN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**

Registration Number: **213948/1**

Instrument Status: **Accepted**

Registration Date: 1969-11-06

From/By: MAN. HYDRO ELECTRIC BOARD/MAN. TELEPHONE SYSTEM

To:

Amount:

Notes: No notes

Description: No description

### 3. ADDRESSES FOR SERVICE

CITY OF WINNIPEG (LAW)  
CIVIC CENTRE  
510 MAIN STREET  
WINNIPEG, MAN.  
R3B 1B9

### 4. TITLE NOTES

No title notes

### 5. LAND TITLES DISTRICT

Winnipeg

<b>6. DUPLICATE TITLE INFORMATION</b>
Duplicate not produced
<b>7. FROM TITLE NUMBERS</b>
H13004/1            All
<b>8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS</b>
No real property application or grant information
<b>9. ORIGINATING INSTRUMENTS</b>
Instrument Type: <b>Request To Issue Title</b>
Registration Number: <b>1190860/1</b>
Registration Date:           1989-08-15
From/By:                     THE CITY OF WINNIPEG
To:
Amount:
<b>10. LAND INDEX</b>
Lot 20 Plan 24118

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 1121468/1

## STATUS OF TITLE

Title Number **2722063/1**  
Title Status **Accepted**  
Client File **17-0794**

**The Property Registry**

A Service Provider for the Province of Manitoba



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED  
HEREON IN THE FOLLOWING DESCRIBED LAND:

PARCEL "A" PLAN 55731 WLTO  
IN RL 26 PARISH OF KILDONAN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

No active instruments

### 3. ADDRESSES FOR SERVICE

CITY OF WPG LEGAL SERVICES  
510 MAIN STREET  
WINNIPEG MB  
R3B 1B9

### 4. TITLE NOTES

No title notes

### 5. LAND TITLES DISTRICT

Winnipeg

### 6. DUPLICATE TITLE INFORMATION

Duplicate not produced

### 7. FROM TITLE NUMBERS

459367/1          Partial

### 8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

**9. ORIGINATING INSTRUMENTS**

Instrument Type: **Request To Issue Title**

Registration Number: **4480148/1**

Registration Date: 2014-05-07

From/By: THE CITY OF WINNIPEG ON BEHALF OF H.M. THE QUEEN (MB)

To:

Amount:

**10. LAND INDEX**

Lot A Plan 55731

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 2722063/1

## STATUS OF TITLE

Title Number **2739811/1**  
Title Status **Accepted**  
Client File **17-0794**

**The Property Registry**

A Service Provider for the Province of Manitoba



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON  
IN THE FOLLOWING DESCRIBED LAND

PARCELS "A" AND "B" PLAN 56334 WLTO  
IN RL 23 AND 24 PARISH OF KILDONAN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

No active instruments

### 3. ADDRESSES FOR SERVICE

CITY OF WPG LEGAL SERVICES  
510 MAIN STREET  
WINNIPEG MB  
R3B 1B9

### 4. TITLE NOTES

No title notes

### 5. LAND TITLES DISTRICT

Winnipeg

### 6. DUPLICATE TITLE INFORMATION

Duplicate not produced

### 7. FROM TITLE NUMBERS

A61567/1          Partial

### 8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

**9. ORIGINATING INSTRUMENTS**

Instrument Type: **Request To Issue Title**  
Registration Number: **4518965/1**

Registration Date: 2014-08-19  
From/By: THE CITY OF WINNIPEG  
To:  
Amount:

**10. LAND INDEX**

Lot A Plan 56334

Lot B Plan 56334

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 2739811/1

## STATUS OF TITLE

Title Number **2851823/1**  
Title Status **Accepted**  
Client File **17-0794**

**The Property Registry**

A Service Provider for the Province of Manitoba



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED  
HEREON IN THE FOLLOWING DESCRIBED LAND:

LOTS 2 AND 3 PLAN 16344 WLTO  
EXC OUT OF SAID LOT 3: PLAN 55731 WLTO  
EXC OUT OF BOTH SAID LOTS: MURRAY AVENUE AND  
FERRIER STREET PLAN 55730 WLTO  
IN RL 25 AND 26 PARISH OF KILDONAN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

No active instruments

### 3. ADDRESSES FOR SERVICE

CITY OF WPG LEGAL SERVICES  
510 MAIN STREET  
WINNIPEG MB  
R3B 1B9

### 4. TITLE NOTES

No title notes

### 5. LAND TITLES DISTRICT

Winnipeg

### 6. DUPLICATE TITLE INFORMATION

Duplicate not produced

### 7. FROM TITLE NUMBERS

2722221/1      All

### 8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information



**9. ORIGINATING INSTRUMENTS**

Instrument Type: **Request To Issue Title - Internal**  
Registration Number: **4745766/1**

Registration Date: 2016-07-21  
From/By: THE DISTRICT REGISTRAR  
To: THE CITY OF WINNIPEG  
Amount:

**10. LAND INDEX**

Lot 2 Plan 16344  
EX MURRAY AVE & FERRIER STR PLAN 55730

Lot 3 Plan 16344  
EXC PLAN 55731 & MURRAY AVE & FERRIER STR PLAN 55730

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 2851823/1

## STATUS OF TITLE

Title Number **3058281/1**  
Title Status **Accepted**  
Client File **Misc**



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON  
IN THE FOLLOWING DESCRIBED LAND:

FIRSTLY:

LOT 1 PLAN 16344 WLTO  
EXC ROAD, PLAN 55729  
IN RL 25 AND 26 PARISH OF KILDONAN.

SECONDLY:

PARCELS B AND C PLAN 55731 WLTO  
IN SAID RL 25 AND 26.

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

No active instruments

### 3. ADDRESSES FOR SERVICE

The City of Winnipeg  
c/o Legal Services, 510 Main St  
Winnipeg MB  
R3B 1B9

### 4. TITLE NOTES

No title notes

### 5. LAND TITLES DISTRICT

Winnipeg

### 6. DUPLICATE TITLE INFORMATION

Duplicate not produced

### 7. FROM TITLE NUMBERS

2819432/1      All

**8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS**

No real property application or grant information

**9. ORIGINATING INSTRUMENTS**

Instrument Type: **Transfer Of Land**  
Registration Number: **5172615/1**  
  
Registration Date: 2020-05-06  
From/By: QUALICO DEVELOPMENTS (WINNIPEG) LTD.  
To: THE CITY OF WINNIPEG  
Consideration: \$960,000.00

**10. LAND INDEX**

Lot 1 Plan 16344  
EXC PLAN 55729

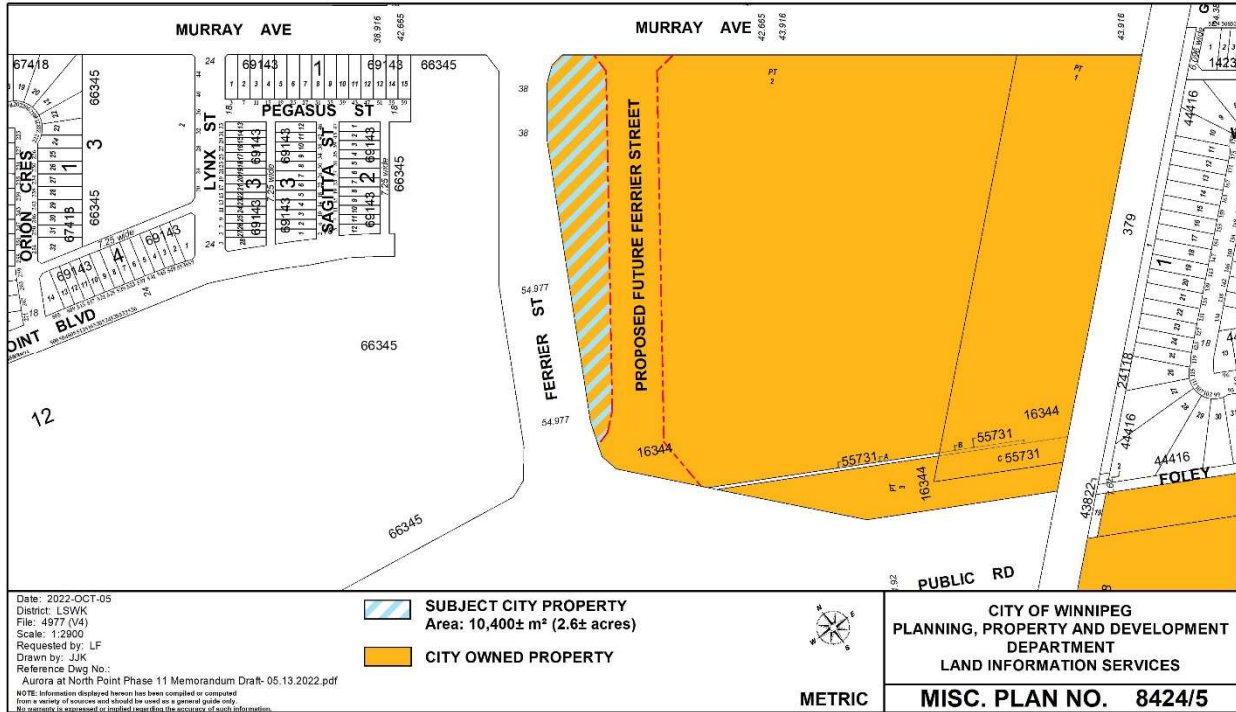
Lot B Plan 55731  
PARCEL

Lot C Plan 55731  
PARCEL

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 3058281/1

## **Schedule 12**

### **Appendix 12C – Title Plot Drawings for Lands**



## **Schedule 12**

### **Appendix 12D – Easements**



STATUTORY EASEMENT

Project No. 2019-0568

Agreement No. EAS-0013758

File No. SUB12566-01

1950/f  
Rev 18 07  
v1.0

STATUTORY EASEMENT AGREEMENT made this 8<sup>TH</sup> day of October . 2020  
BETWEEN:

THE CITY OF WINNIPEG

("Grantor"),

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,

("Manitoba Hydro").

WHEREAS:

A. The Grantor is registered as the owner of the following described land:  
PARCEL 'A' PLAN 56334 WLTO  
IN RL 23 AND 24 PARISH OF KILDONAN

("the Land").

B. Manitoba Hydro requires a right-of-way on, under, across, along, over, through or from the following described land;  
ALL THAT PORTION OF PARCEL 'A' PLAN 56334 WLTO  
REQUIRED FOR EASEMENT AS SHOWN ON PLAN WLTO (DEP. NO. 0290/21)  
IN RL 24 PARISH OF KILDONAN

("the Right-of-Way").

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

1. SEE SCHEDULE A

~~1. The Grantor grants to Manitoba Hydro, its successors and assigns, for so long as required by Manitoba Hydro, the right, licence and easement to enter upon the Right-of-Way and to 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 overhead and underground communications and electric power transmission and distribution equipment, lines and/or cables together with any other plant or equipment that is, in the opinion of Manitoba Hydro necessary or desirable to carry on its works, or the works of its licensees or assigns ("Facilities") and to conduct geotechnical and environmental investigations related to the operation of the Facilities.~~

GST Registration Number: \_\_\_\_\_

5% GST Payable on \_\_\_\_\_

2. SEE SCHEDULE A

~~2. Manitoba Hydro shall, as soon as practicable, indicate, fix and determine the location and total area of the Right-of-Way.~~

~~3. Manitoba Hydro shall pay the Grantor compensation based on the market value of the Right-of-Way, as determined by Manitoba Hydro, as of the date of this Agreement. The estimated amount of compensation payable is calculated as follows:~~

Estimated	X	Market Value per	X	=	Estimated Payment
_____	X	_____	X	=	_____
_____	X	_____	X	=	_____

4. The final amount of compensation shall be calculated using the final location and area of the Right-of-Way determined in accordance with paragraph 3 above. Following registration of this Agreement in the applicable Land Titles Office, Manitoba Hydro shall pay the final compensation to the Grantor, less any amount paid in advance. No interest shall be payable by Manitoba Hydro.

5. Where Manitoba Hydro installs any permanent above-grade structure on the Right-of-Way in accordance with this Agreement, it shall pay to the Grantor or the Grantor's successor in title as of the date of the payment, compensation for the impact on agricultural and forage lands in accordance with Manitoba Hydro's structure payment schedule in effect as of the installation date.

6. The Grantor grants to Manitoba Hydro an easement for free and unimpeded ingress and egress to and from the Right-of-Way over and upon the Land insofar as ingress and egress cannot conveniently be had to and from the Right-of-Way.

7. The Grantor grants to Manitoba Hydro an easement to enter onto the Land and to cut and trim trees and brush on and on either side of the Right-of-Way which, in the opinion of Manitoba Hydro, may interfere with the Facilities.

8. Manitoba Hydro shall exercise the rights, licences and easements granted in this Agreement ("the Rights") in a careful and skillful manner so as to cause a minimum of inconvenience or damage to the Grantor, and shall make good any such damage.

9. SEE SCHEDULE A

~~9. The Grantor shall not, without the prior consent in writing of Manitoba Hydro 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, 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.~~

10. Manitoba Hydro may permit a third party ("permittee") to exercise any of the Rights concurrently with Manitoba Hydro provided that Manitoba Hydro shall be responsible for the exercise of the Rights by its permittee.

11. The Grantor agrees that Manitoba Hydro, its employees, agents, permittees and contractors may exercise the Rights immediately, at any and all times and in any manner, without charge.

12. Manitoba Hydro shall hold and enjoy the Rights without interference or interruption of or by the Grantor or any person on behalf of the Grantor.

13. Manitoba Hydro shall indemnify and save harmless the Grantor and the Grantor's heirs, executors, administrators, successors and assigns from and against any and all claims, causes of action or suits ("Claims"), that any third party shall or may have against the Grantor for any loss, cost, damage or expense including personal injury or death, caused by Manitoba Hydro's exercise of the Rights, except to the extent that the Claims are caused by or arise out of the negligence or wrongful act of the Grantor or anyone for whom the Grantor is responsible at law.

14. The Rights and obligations set out in this Agreement shall run with the land and shall be binding upon and enure to the benefit of the parties, their lessees, assigns and successors.



**AFFIDAVIT OF WITNESS**

I, PETR KOMOLY, of the city of Winnipeg in the province of Manitoba, hereby affirm that:

1. I was personally present and did see Marc Pittet, the person named in the attached statutory easement instrument, sign that instrument at the city of Winnipeg in the province of Manitoba.
2. I personally know the person whose signature I witnessed.
3. The person whose signature I witnessed acknowledged to me that they:
  - (a) are the person named in the attached instrument;
  - (b) have attained the age of majority; and
  - (c) are authorized to execute the instrument.

**AFFIRMED** before me at the city of Winnipeg  
in the province of Manitoba this 8<sup>TH</sup> day of  
OCTOBER, 2020.

\_\_\_\_\_ )

Robert Robinson )

\_\_\_\_\_ )

2<sup>nd</sup> Floor – 65 Garry Street )

\_\_\_\_\_ )

Winnipeg, MB R3C 4K4 )

\_\_\_\_\_ )

204-986-5223 )

\_\_\_\_\_ )

 )

A Surveyor authorized to practice under  
"The Land Surveyors Act" )

  
\_\_\_\_\_  
PETR KOMOLY

Additional information

Page 1 of 1 Pages

**SCHEDULE A**  
(insert letter)

1. The Grantor grants to Manitoba Hydro, its successors and assigns, for so long as required by Manitoba Hydro, the right, licence and easement to enter upon the Right-of-Way and to 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 overhead communications and electric power transmissions and distribution equipment, lines and/or cables together with any other plant or equipment that is, in the opinion of Manitoba Hydro necessary or desirable to carry on its works, or the works of its licensees or assigns ("Facilities") and to conduct environmental investigations related to the operation of the Facilities. Whenever practicable, Manitoba Hydro shall plan its activity in consultation with the Grantor and make accommodation to address the safety and operational concerns of the Grantor.

2. Manitoba Hydro shall, as soon as practicable and in consultation with the Grantor, indicate, fix and determine the location and total area of the Right-of-Way.

9. The Grantor shall not, without the prior consent in writing of Manitoba Hydro, excavate, drill, place, install, erect or permit to be excavated, drilled, placed, installed or erected on or over or under the Right-of-Way any pit, well, foundation, pavement, material, fence, structure or thing, but otherwise the Grantor shall have the right fully to use and enjoy the Right-of-way, and to undertake works necessary to the operation of the public utility, subject always to and so as not to interfere with the Rights. Such consent of Manitoba Hydro shall not be unreasonably withheld and the Grantor shall make accommodation to address the safety and operational concerns of Manitoba Hydro.

This schedule forms part of \_\_\_\_\_ a Statutory Easement \_\_\_\_\_,  
(Instrument Type)

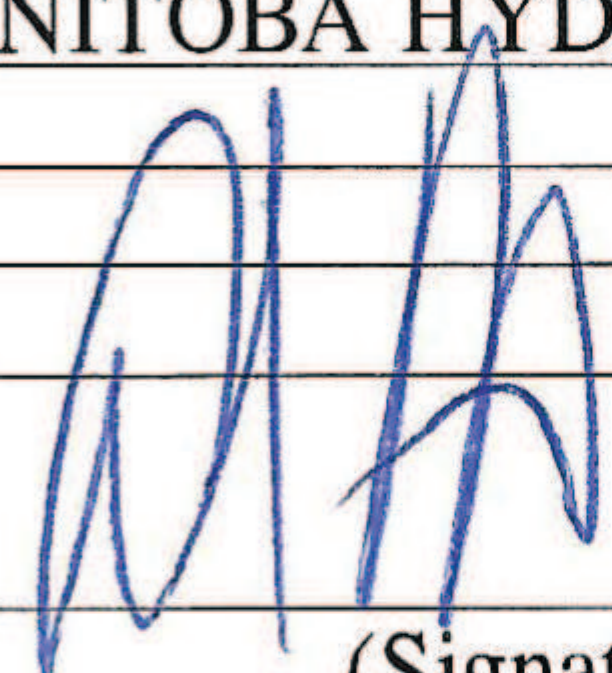
dated October 8<sup>TH</sup>, 2020,

from THE CITY OF WINNIPEG

to THE MANITOBA HYDRO-ELECTRIC BOARD

Grantor  
THE CITY OF WINNIPEG

Grantor: Marc Pittet, Manager Real Estate and Land Development for Director of Planning, Property and Development

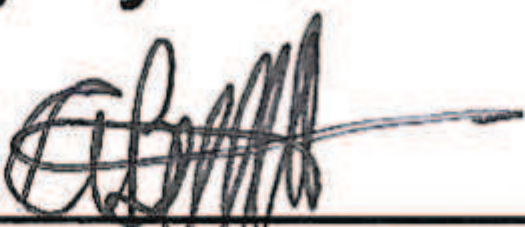


(Signature)

MANITOBA HYDRO-ELECTRIC BOARD  
per: Alec Stuart, Manager,  
Property & Corporate Environment Dept.

(Signature)

**Legally Reviewed & Certified as to Form:**



for Director of Legal Services/City Solicitor  
File No. R.8/2019(51)

**IMPORTANT NOTICES**

By virtue of section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

**The date at the bottom of this schedule must be the same as the execution date of the instrument that it forms a part of.**

## TRANSMISSION LINE STATUTORY EASEMENT

Certificate of Title No(s):  
2739811/1

Address for Service for The Manitoba Hydro-Electric Board is  
22nd Floor - 360 Portage Avenue  
Winnipeg, MB R3C 0G8

Manitoba Hydro References  
PROJECT NO. 2019-0568  
AGREEMENT NO. EAS-0013758  
FILE NO. SUB12566-01

LAND TITLES OFFICE USE ONLY			
<b>SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES)</b> _____			
Set for acceptance	<input type="checkbox"/>		Fee _____
Examined by:	<input type="checkbox"/>		Fee adjustment _____
Fees checked	<input type="checkbox"/>		<input type="checkbox"/> Extra Fee <input type="checkbox"/> Refund
			<b>Registration No.</b>  /

# Document Review

Registration #	Type	New Titles
5305719/1	Easement	
Notes		
1 2021-6-21	Amanda Jankowski	Plan 68501

THE REAL PROPERTY ACT

2439418  
M. J. O'Connell  
M. J. O'Connell  
M. J. O'Connell

MANITOBA HYDRO

THE MANITOBA HYDRO - ELECTRIC  
BOARD  
AND  
THE MANITOBA TELEPHONE  
SYSTEM

CAVEAT FORBIDDING  
REGISTRATION

Certificate of File No. 901975

THE MANITOBA HYDRO - ELECTRIC  
BOARD

Legal Department

Legal Department stamp with handwritten '3' and other illegible text.

A Commissioner for Oaths in and for the Province of Manitoba.  
My Commission expires August 30 1970

SWORN before me at the City of Winnipeg in the Province of Manitoba this 19th day of August 1969

*John Francis Fennell*

1. I am the agent of The Manitoba Telephone System, one of the within named Caveators, and have full knowledge of the matters herein referred to.  
2. I believe that The Manitoba Telephone System has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with the said land.  
3. The allegations in the within Caveat are true in substance and in fact.

1. JOHN KENNETH BEATTY, of the City of Winnipeg, in the Province of Manitoba, Solicitor.  
MAKE OATH AND SAY as follows:

A Commissioner for Oaths in and for the Province of Manitoba.  
My Commission expires August 30 1970

SWORN before me at the City of Winnipeg in the Province of Manitoba this 19th day of August 1969

*John Francis Fennell*

1. I am the Secretary of The Manitoba Hydro-Electric Board, one of the within named Caveators, and have full knowledge of the matters herein referred to.  
2. I believe that The Manitoba Hydro-Electric Board has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with the said land.  
3. The allegations in the within Caveat are true in substance and in fact.

1. JOHN FRANCIS FENNEL, of the City of Winnipeg, in the Province of Manitoba, Solicitor.  
MAKE OATH AND SAY as follows:

THE REAL PROPERTY ACT

# THEY REAL PROPERTY ACT

## CAVEAT FORBIDDING REGISTRATION

TO THE DISTRICT REGISTRAR FOR THE LAND TITLES DISTRICT OF WINNIPEG

TAKE NOTICE that The Manitoba Hydro-Electric Board and The Manitoba Telephone System claim an equitable estate or interest in an estate in fee simple in possession in the undermentioned land by virtue of an agreement in writing dated October 23th 1969 between

FREDERICK FRANK REINISCH, and JOHN REINISCH, JUNIOR, both of the City of Winnipeg, in Manitoba, Manufacturers,

(hereinafter called the "Owner") of the First Part, The Manitoba Hydro-Electric Board of the Second Part, and The Manitoba Telephone System, of the Third Part, a true and correct copy of which agreement is attached hereto and marked as Exhibit "A", whereby the Owner granted to The Manitoba Hydro-Electric Board and The Manitoba Telephone System, their and each of their successors and assigns, the right, license, and easement to enter upon the land hereinafter described and excavate, construct, operate, inspect, maintain, repair, alter and remove, on, under, over, through or from said land overhead and/or underground electric power and telephone lines and related equipment and facilities, said land being described as follows:

All that portion of the South-Half of River Lot 25, according to the Dominion Government Survey of the Parish of Kilonan, in Manitoba, lying to the East of the Eastern limit of the land taken for the Right-of-Way of the Canadian Pacific Railway as the same is shown on a Plan filed in the Winnipeg Land Titles Office as No. 379, which lies to the West of the Western limit of Aikins Street and its straight productions as said street is shown on a Plan of Survey registered in the said Office as No. 1270,

standing in the register in the name of FREDERICK FRANK REINISCH, and JOHN REINISCH, JUNIOR, both of the City of Winnipeg, in Manitoba, Manufacturers, each an undivided one-half interest,

and The Manitoba Hydro-Electric Board and The Manitoba Telephone System forbid the registration of any person as transferee or owner of, or of any instrument affecting, the said estate or interest, unless such instrument is expressed to be subject to their claims.

The Manitoba Hydro-Electric Board appoints its offices at 820 Taylor Avenue, Winnipeg, Manitoba, as the place at which notices and proceedings relating hereto may be served on it, and The Manitoba Telephone System appoints its offices at 489 Empress Street, Winnipeg, Manitoba as the place where notices and proceedings relating hereto may be served on it.

DATED this 29th day of October 1969

THE MANITOBA HYDRO-ELECTRIC BOARD

Per: \_\_\_\_\_  
General Manager

Secretary

THE MANITOBA TELEPHONE SYSTEM

Per: \_\_\_\_\_  
General Manager

The address of the registered owner is:

Box 19, Group A, R.R. 1

Manitoba Hydro Electric

Approved

M. H. E. B. Property Manager

M. H. E. B. Legal Officer

M. T. S. Legal Dept.

THE REAL PROPERTY ACT

MEMORANDUM OF AGREEMENT made this 28<sup>th</sup> day of October, 1969.

BETWEEN:

FREDERICK FRANK REINISCH, AND JOHN REINISCH, JUNIOR,  
both of the City of Winnipeg, in Manitoba, Manufacturers,

(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:

All that portion of the South Half of River Lot Twenty-five, according to the Dominion Government Survey of the Parish of Kildonan, in Manitoba, lying to the East of the Eastern limit of the land taken for the Right-of-Way of the Canadian Pacific Railway as the same is shown on a plan filed in the Winnipeg Land Titles Office as No. 379, which lies to the West of the Western limit of Aikins Street and its straight productions as said street is shown on a Plan of Survey registered in the said Office as No. 1270.

(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 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, forever, the right, license and easement to enter upon all that portion of said land shown coloured red on a drawing here-to annexed bearing No. 3096-A-3398 (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 underground electric power distribution line and related plant, equipment and facilities.
2. The Grantor hereby grants to the System, its successors and assigns, forever, 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.
- 4a. If the electric power distribution or telephone lines and related plant, equipment and facilities should interfere with any spur rail track which the Grantor may construct on the right-of-way from the existing C.P.R. track along the West side of said land; or any other structure which the Grantor may wish to place on the right-of-way, then Manitoba Hydro and the System shall relocate such electric power distribution or telephone lines and related plant, equipment and facilities so as not to interfere, at no expense to the Grantor.

This is the agreement referred to in the attached cover as Exhibit "A".

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 come 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: *To wit:*

*James Edward Howard*  
 \_\_\_\_\_  
 Grantor

*Frederick Frank Reinisch*  
 \_\_\_\_\_  
 Grantor

*John Reinisch (Jr)*  
 \_\_\_\_\_  
 Grantor

Approved for M.H.E.B. <i>Reed</i> Property Manager
Approved for M.H.E.B. <i>J</i> Legal Officer
Approved for M.T.S. <i>S</i> Legal Dept.

THE MANITOBA HYDRO-ELECTRIC BOARD

*[Signature]*  
 \_\_\_\_\_  
 Secretary

THE MANITOBA TELEPHONE SYSTEM

*[Signature]*  
 \_\_\_\_\_  
 General Counsel

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 \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
 \_\_\_\_\_

The address of The Manitoba Hydro-Electric Board is 820 Taylor Avenue, Winnipeg 9, Manitoba.

The address of The Manitoba Telephone System is 489 Empress Street, Winnipeg 10, Manitoba.



CONSENT UNDER DOWER ACT

I, the wife of the husband of hereby consent to the making of the same by him her, the Grantor named in the instrument within written

DATED this day of 19 WITNESS

CERTIFICATE OF ACKNOWLEDGMENT OF CONSENT BY WIFE

The above consent was acknowledged before me by 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 19

A COMMISSIONER FOR OATHS in and for the Province of Manitoba. My commission expires 19

AFFIDAVIT OF EXECUTION OF CONSENT BY HUSBAND

CANADA PROVINCE OF MANITOBA

I, of the in the Province of Manitoba, of

TO WIT:

make oath and say:

- 1. That I was personally present and did see the husband of execute his consent to the within instrument.
2. That I know the said and am satisfied that he is of the full age of twenty-one years.
3. That the said consent was executed at aforesaid and that I am a subscribing witness thereto.

SWORN before me at the of in the Province of Manitoba this day of 19

A COMMISSIONER FOR OATHS in and for the Province of Manitoba. My commission expires 19

AFFIDAVIT OF EXECUTION

CANADA PROVINCE OF MANITOBA

I, JAMES GILBERT NOWELL of the City of Winnipeg in the Province of Manitoba, Right of Way Agent

TO WIT:

make oath and say:

- 1. That I was personally present and did see Frederick Frank Reinisch the within name Grantor execute the within instrument.
2. That I know the said party and am satisfied that he is of the full age of twenty-one years.
3. That the said instrument was executed at the Municipality of Old Kildonan in the Province of Manitoba and that I am a subscribing witness thereto.

SWORN before me at the City of Winnipeg in the Province of Manitoba this day of October 1969

James Gilbert Nowell

A COMMISSIONER FOR OATHS in and for the Province of Manitoba. My commission expires August 30, 1970

AFFIDAVIT OF GRANTOR(S)

CANADA PROVINCE OF MANITOBA

I, FREDERICK FRANK REINISCH and I (both of the City of Winnipeg in the Province of Manitoba, Manufacturer

TO WIT:

(separately) make oath and say:

- 1. That I am (one of) the within named Grantor(s) and that I am of the full age of twenty-one years.
2. That I am (one of) the (person(s) entitled to be) registered owner(s) of the within described lands.
That my Co-Grantor is the husband of me, one of the Grantors.
That my Co-Grantor is the wife of me, one of the Grantors.
That I have no wife.
That the person who consents as wife to the instrument within written is the husband of me, the Grantor.

(Separately) SWORN before me at the Municipality of Old Kildonan in the Province of Manitoba this day of October 1969

Frederick Frank Reinisch

A COMMISSIONER FOR OATHS in and for the Province of Manitoba. My commission expires 19 71

CONSENT UNDER DOWER ACT

I, the wife of the husband of hereby consent to the making of the same by him her. DATED this day of 1919. WITNESS

CERTIFICATE OF ACKNOWLEDGMENT OF CONSENT BY WIFE

The above consent was acknowledged before me by the wife of 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 1919.

A COMMISSIONER FOR OATHS in and for the Province of Manitoba. My commission expires 1919.

AFFIDAVIT OF EXECUTION OF CONSENT BY HUSBAND

CANADA PROVINCE OF MANITOBA I, of the of in the Province of Manitoba, make oath and say:

- 1. That I was personally present and did see the husband of execute his consent to the within instrument.
2. That I know the said and am satisfied that he is of the full age of twenty-one years.
3. That the said consent was executed at aforesaid and that I am a subscribing witness thereto.

SWORN before me at the of in the Province of Manitoba this day of 1919.

A COMMISSIONER FOR OATHS in and for the Province of Manitoba. My commission expires 1919.

AFFIDAVIT OF EXECUTION

CANADA PROVINCE OF MANITOBA I, JAMES GILBERT NOWELL of the City of Winnipeg in the Province of Manitoba, Right of Way Agent make oath and say:

- 1. That I was personally present and did see John Reinisch (Junior) execute the within instrument.
2. That I know the said party and am satisfied that he is of the full age of twenty-one years.
3. That the said instrument was executed at the Municipality of Old Kildonan in the Province of Manitoba.

SWORN before me at the City of Winnipeg, P.C. 2977 in the Province of Manitoba this day of 1909.

James Gilbert Nowell

A COMMISSIONER FOR OATHS in and for the Province of Manitoba. My commission expires 1910.

AFFIDAVIT OF GRANTOR(S)

CANADA PROVINCE OF MANITOBA I, JOHN REINISCH, JUNIOR of the City of Winnipeg in the Province of Manitoba, Manufacturer (separately) make oath and say:

- 1. That I am (one of) the within named Grantor(s) and that I am of the full age of twenty-one years.
2. That I am (one of) the (persons entitled to be) registered owners(s) of the within described lands.
3. That my Co-Grantor is the husband of me, one of the Grantors.
4. That my Co-Grantor is the wife of me, one of the Grantors.
5. That I know my wife husband.
6. That the person who consents as husband to the instrument within written is the wife of me, JOHN REINISCH, JUNIOR the Grantor.

SWORN before me at the Municipality of Old Kildonan in the Province of Manitoba this day of 1909.

John Reinisch (Jr)

A COMMISSIONER FOR OATHS in and for the Province of Manitoba. My commission expires 1910.

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF MANITOBA

TO WIT:

I

of the

of

in the Province of

make oath and say:

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 twenty-one years.
3. That the said instrument was executed at aforesaid and that I am a subscribing witness thereto.

of the parties thereto.

SWORN before me at the

of

in the

Province of

this

day of

19

A

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF MANITOBA.

TO WIT:

I

of the

of

in the Province of

make oath and say:

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 twenty-one years.
3. That the said instrument was executed at aforesaid and that I am a subscribing witness thereto.

of the parties thereto.

SWORN before me at the

of

in the

Province of

this

day of

19

A

Dated 28<sup>th</sup> October 1909

FREDERICK FRANK REINISCH,  
and  
JOHN REINISCH, JUNIOR

and

THE MANITOBA HYDRO-ELECTRIC  
BOARD

and

THE MANITOBA TELEPHONE SYSTEM

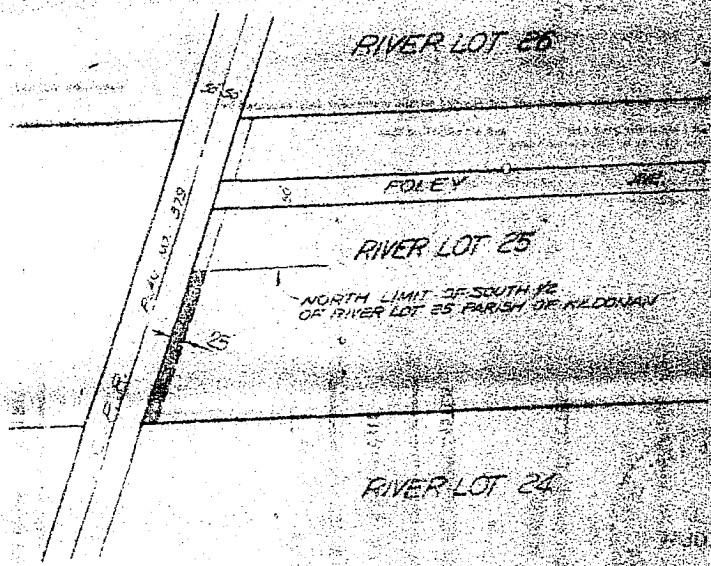
Grant of Easement

Re: Certificate of Title No. 901875

THE MANITOBA HYDRO-ELECTRIC  
BOARD

Legal Department

RIVER LOT 25 PARISH OF KILDONAN



PLAN TO ACCOMPANY EASEMENT AGREEMENT FOR  
 DISTRIBUTION LINE CROSSING SOUTH 1/2 OF RIVER  
 LOT 25 PARISH OF KILDONAN  
 MUNICIPALITY OF OLD KILDONAN

DATE: SEP 26, 2004  
 DRAWN BY: [Signature]  
 APPROVED BY: [Signature]

MANITOBA HYDRO

SCALE: 1" = 200'  
 DRAWN  
 No. 2004-300

REVISION	APPROVAL	DATE