



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

## SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Realtor Services	
<b>Solicitation No. - N° de l'invitation</b> EW703-162079/A	<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> HC EW703-162079	<b>Date</b> 2016-03-17
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-607-10702	
<b>File No. - N° de dossier</b> EDM-5-38334 (607)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-03-29</b>	
<b>Time Zone</b> Fuseau horaire Mountain Daylight Saving Time MDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jenkinson, Lorraine	<b>Buyer Id - Id de l'acheteur</b> edm607
<b>Telephone No. - N° de téléphone</b> (780) 497-3593 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**TITLE: SERVICES D'AGENT IMMOBILIER COMMERCIAUX POUR LA COMMERCIALISATION ET LA VENTE D'UNE PROPRIÉTÉ FÉDÉRALE SITUÉE AU 510 LAGIMODIERE BLVD., WINNIPEG (MB)**

Cette modification doit prévoir des clarifications quant à la Demande de Proposition.

**PARTIE A: QUESTIONS/REPOND**

Q2-1. Pouvez-vous préciser ce que l'on entend lorsque vous faites référence à un minimum de trois ventes commerciales similaires pour la DP associée à 510 Lagimodière à Winnipeg, au Manitoba.

Plus précisément, nous voulons savoir si cela s'applique seulement aux ventes dans lequel nous ont été l'agent responsable de l'inscription et, si par semblable, voulez-vous dire des ventes de bâtiment/investissement en général ou s'ils doivent être plus spécifiques aux bâtiments de bureau ou encore plus spécifiques aux bâtiments spécialisés.

R2-1. Oui, nous voulons voir uniquement les propriétés dans lesquelles le soumissionnaire était l'agent responsable de l'inscription. Par « similaires », nous entendons les bâtiments semblables à l'édifice identifiés dans la sollicitation - dans ce cas, un bâtiment de laboratoire. Un plus grand nombre de points seront accordés pour les bâtiments spécialisés semblable à l'édifice identifiés, moins de points pour les normes immeubles à bureaux.

Q2-2. Y a-t-il des plans d'étage disponible?

R2-2. Oui, les plans d'étage sont jointes à la l'appendice 1.

Q2-3. Pouvez-vous confirmer la superficie du bâtiment; page 16 de la sollicitation a 4,257 m2 (rentable) et, à la page 18, il mentionne 4,209.02 m2 plus un sous-sol pour un total 6,086.06 m2 et en ligne, et la superficie totale en ligne est indiquée comme 5 903 m2 ; veuillez en aviser.

R2-3. La superficie en pieds carrés sur la page 18 (4,209.02 m2) est ce que Santé Canada a confirmé récemment.

Q2-4. Y a-t-il un plan de situation disponible?

R2-4. Non, il n'y a pas de plan de situation disponible. Il y a eu un échange de terres avec la Monnaie royale canadienne en 2011, qui a modifié les limites.

Q2-5. Y a-t-il des professionnels des photos de l'immeuble est-il disponible? (nous avons pris des photos à la visite des lieux, simplement curieux.)

R2-5. Non, il n'y a pas de professionnels photos disponibles.

Q2-6. Veuillez confirmer la taille des terres; la sollicitation a 2.787 hectares, le site Web a 1.7110 hectares.

R2-6. La taille des terres est 2,787 hectares. Le site Web contient des données anciennes.

Q2-7. Y a-t-il des détails précis sur l'accord inter-accès disponibles?

R2-7. Les détails figurent dans les trois (3) caveats, jointe à des appendices 2, 3 et 4.

N° de l'invitation - Solicitation No.

EW703-162079/A

N° de la modif - Amd. No.

002

Id de l'acheteur - Buyer ID

edm607

N° de réf. du client - Client Ref. No.

EW703-162079

File No. - N° du dossier

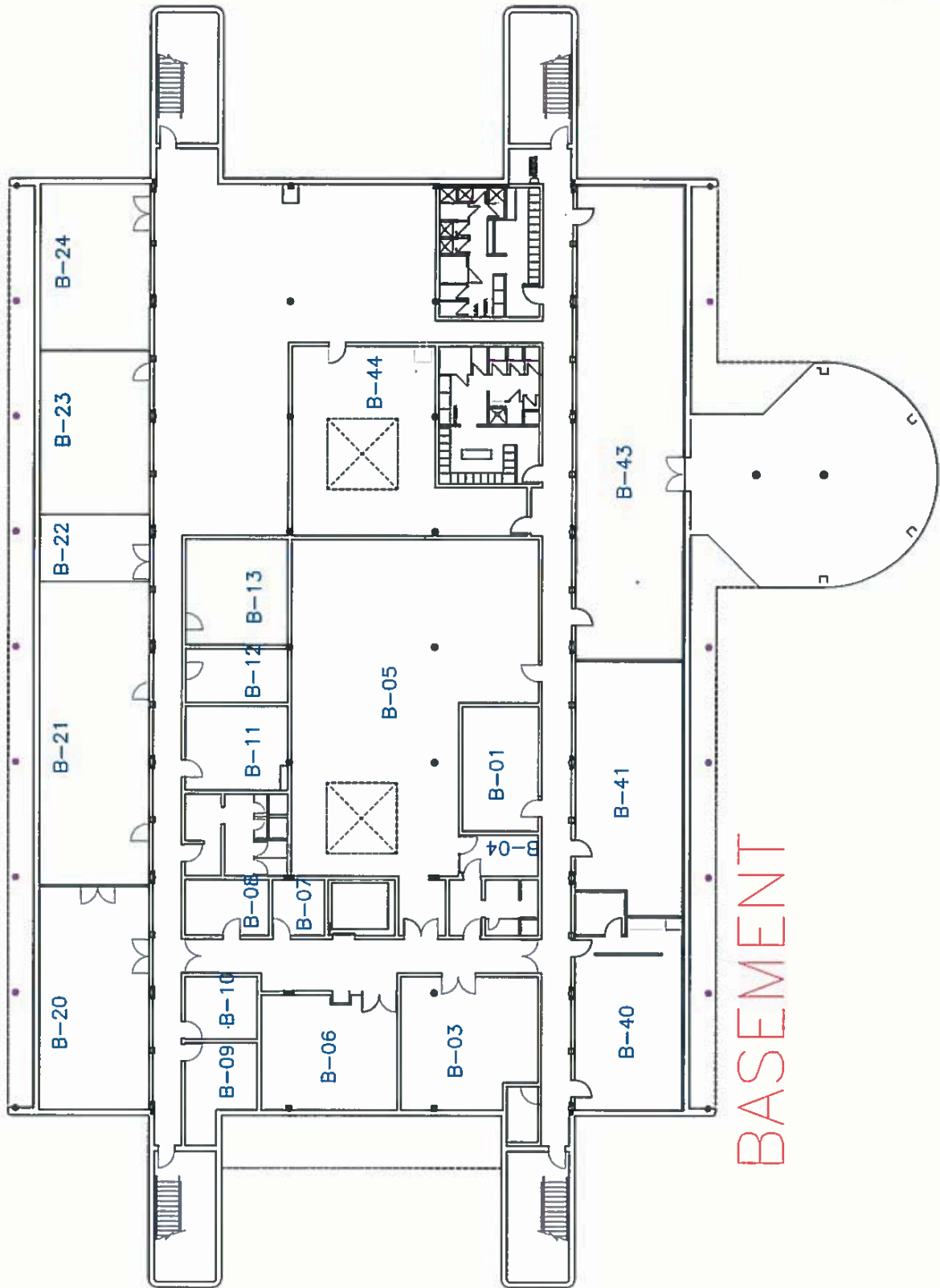
EDM-5-38334

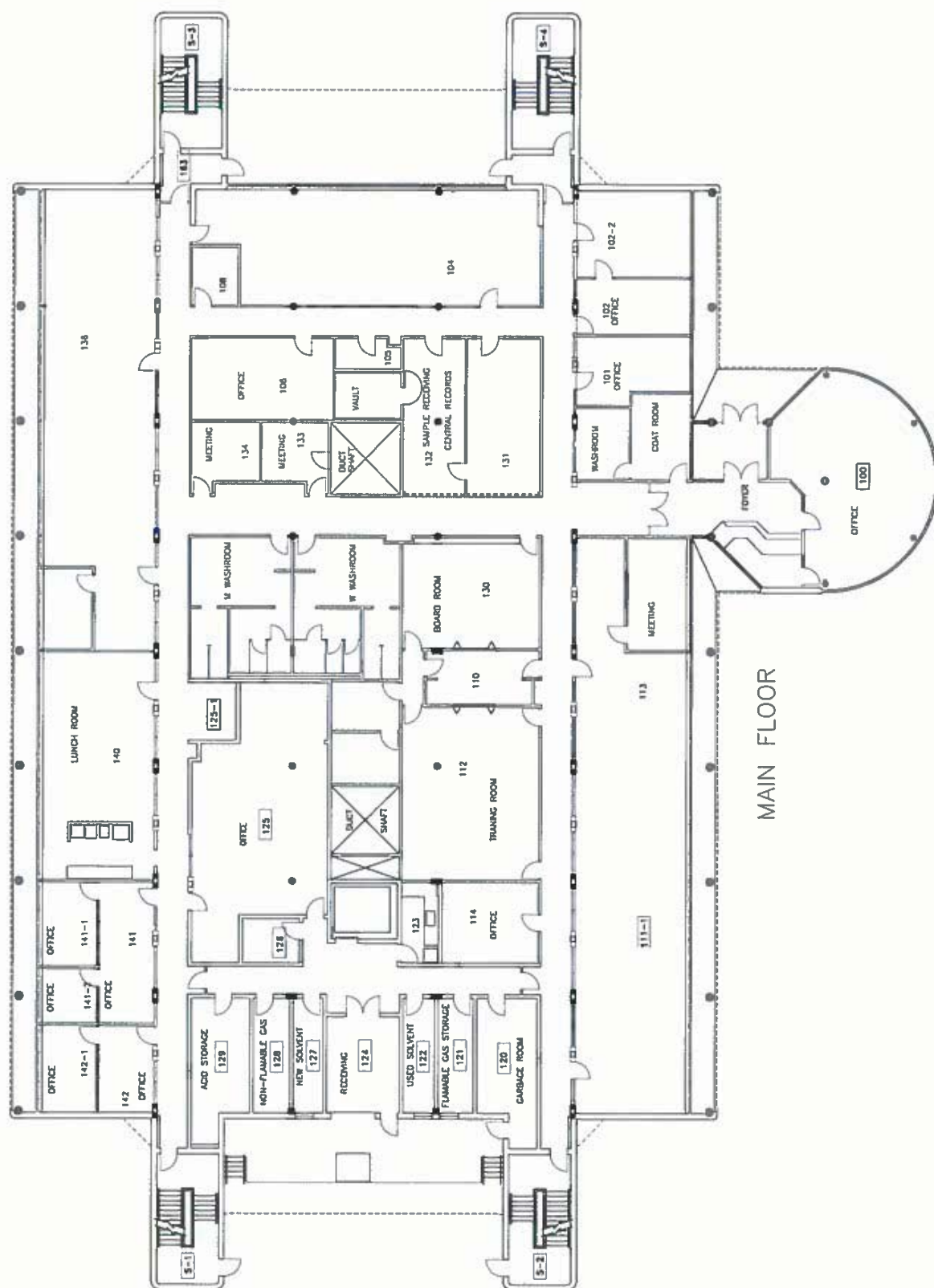
N° CCC / CCC No./ N° VME - FMS

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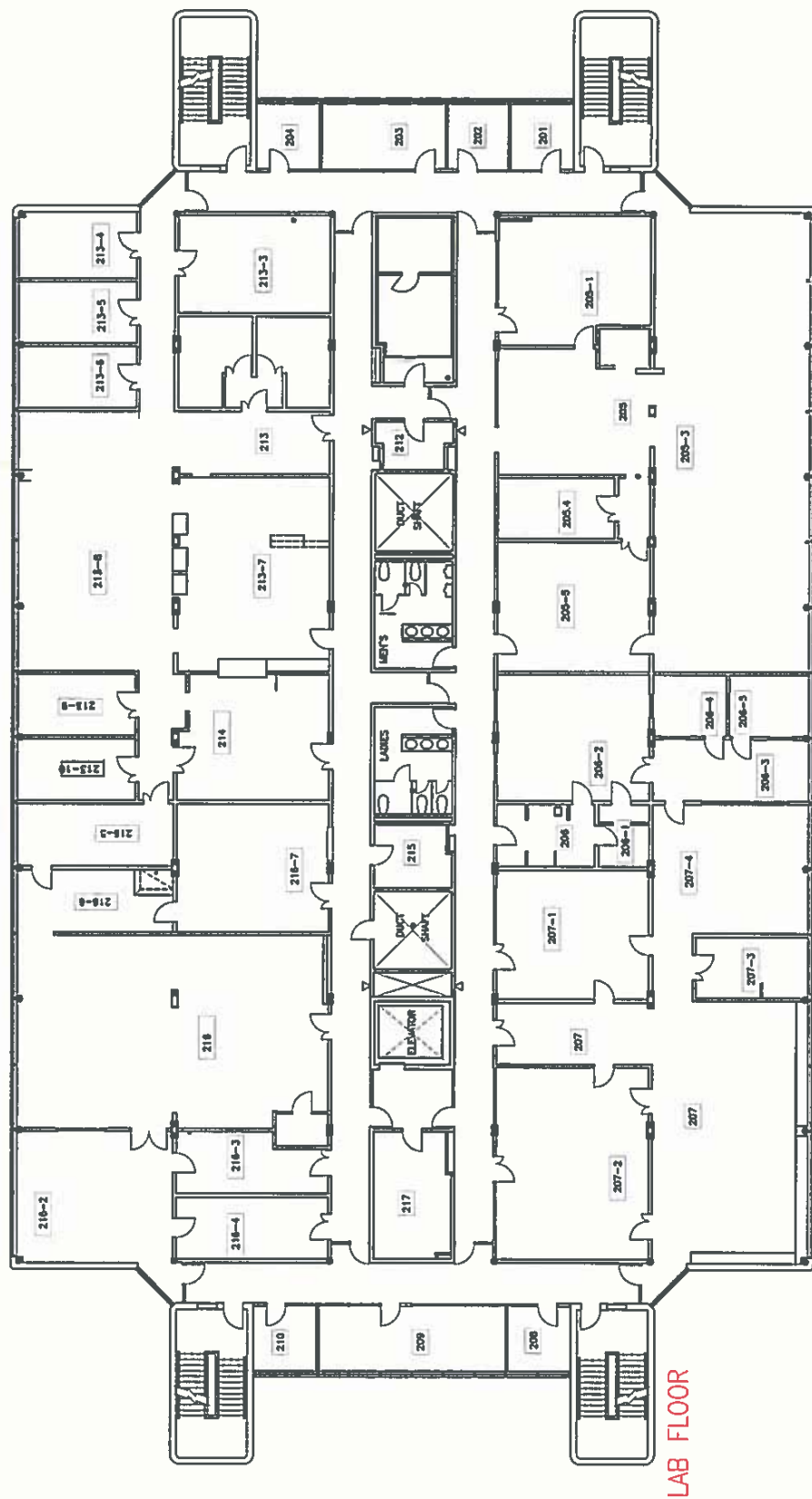
Si vous avez déjà présenté votre proposition, vous voudrez peut-être y apporter des modifications. La version révisée de votre proposition doit être présentée dans une enveloppe scellée ou par télécopieur sur laquelle est clairement inscrit le contenu. Toute révision à votre proposition doit parvenir au Module de réception des soumissions au plus tard à l'heure et à la date indiquées à la page 1 du présent document. Les propositions révisées reçues après la date et l'heure de clôture seront considérées comme en retard et sera retourné sans avoir été ouvert.

510 Lagimodiere Boulevard, Winnipeg, Manitoba



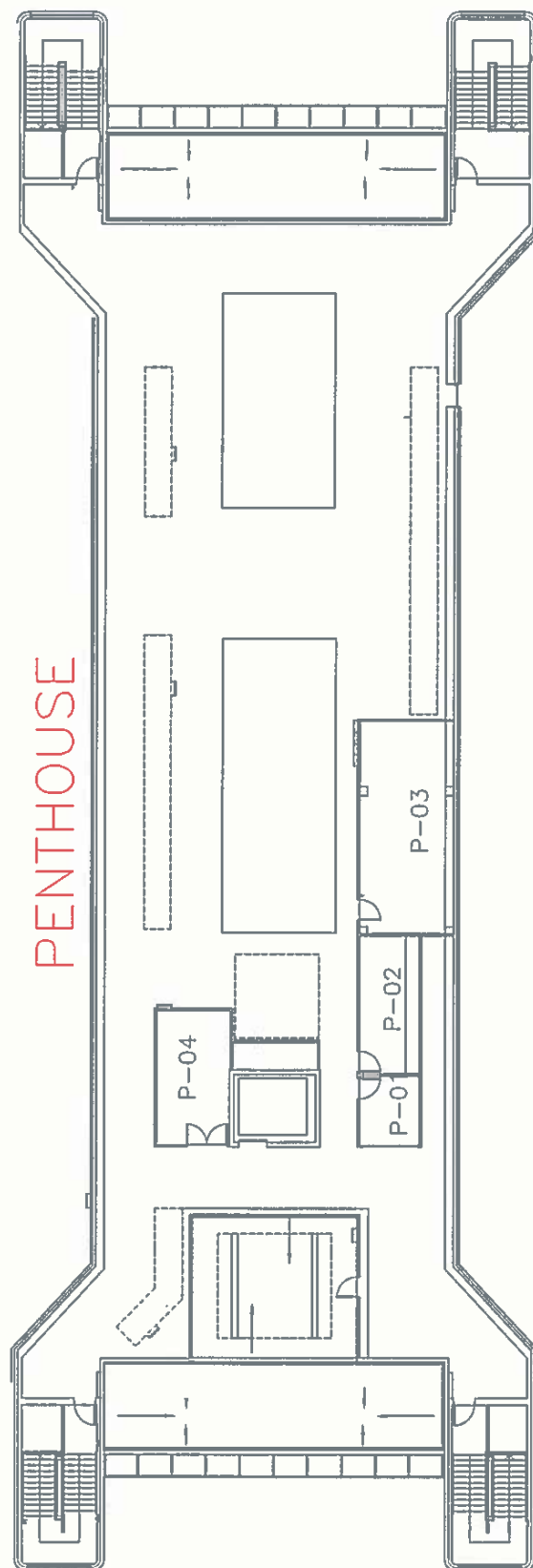


510 Lagimodiere Boulevard, Winnipeg, Manitoba



LAB FLOOR

510 Lagimodiere Boulevard, Winnipeg, Manitoba



LTO USE ONLY	
FEES CHECKED <input checked="" type="checkbox"/>	REFUND AMOUNT
<p align="center"><b>Certificate of Registration</b></p> <p>Registered this date <u>JUN 13/12</u></p> <p>as No. <u>4171195/1</u></p> <p>I certify that the within instrument was registered in the  <u>WINNIPEG</u> Land Titles Office and entered on            Title No. <u>2573955/1</u> <u>2573953/1</u></p> <p align="right">_____ For District Registrar</p>	
<p>58111</p>	<p align="center"><b>CAVEAT</b></p> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p align="center">LAND TITLES OFFICE 41- JUN 13 2012</p> </div> <p align="right">4171195/1 #9 SURVEYS CAY</p>

Servient PT P&C WTN LRS PL 22925  
 Dominant 2ndly + P&S "A" (PT 3rdly) PC 2573953



Approved as to form - Registrar General - Registration No. 2391349  
Where an instrument is registered that does not conform with the form of the  
instrument prescribed by regulation, the Registrar General and the District  
Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba  
Consumer and  
Corporate Affairs  
Land Titles

**CAVEAT** Form 18.1

District of WINNIPEG

417119511

**1. CAVEATOR(S) include address and postal code**

I-(We)

☒ Royal Canadian Mint, 320 Sussex Drive Ottawa, ON K1A 0G8  
claims an interest in the following land or mortgage, and forbids the registration of any instrument  
affecting the interest unless such instrument be expressed to be subject to my Her claim.

**2. PARTICULARS OF ESTATE OR INTEREST CLAIMED by virtue of an Instrument of Grant**  
dated 20, from Her Majesty the Queen in Right of Canada as represented by the  
Minister of Health to the Royal Canadian Mint, a copy of which is hereto attached as Schedule "A".

*Easement o.l.c.*

see schedule ☒ A

**3. LAND DESCRIPTION**

☒ **Servient Tenement** All that portion of Parcel C, Plan 52713 WLTO (Deposit Plan No. 0581-2011)  
in Lot 224 Roman Catholic Mission Property contained within the limits of Plan No. 22325

☒ **Dominant Tenement** Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and  
Parcels A and D, Plan 52713 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225,  
242, 243, 244 and 245 Roman Catholic Mission Property

MORTGAGE NUMBER

TITLE NUMBER(S)

see schedule ☐

**4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code**

☒ HER MAJESTY THE QUEEN IN RIGHT OF CANADA c/o Health Canada  
510 Lagimodiere Blvd., Winnipeg, MB, R2J 3Y1

see schedule ☐

**5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code**

1. Executive Director, Canadian Circulation Royal Canadian Mint, 320 Sussex Drive Ottawa, ON K1A 0G8; and  
2. Department of Justice, 301-310 Broadway, Winnipeg, MB, R3C 0S6

**6. SIGNATURE OF CAVEATOR(S)**

☒ I, that I (we) am (are) the within (Agent-of-or) Caveator(s) and the statements herein are  
true in substance and in fact.  
☒ The within Caveator(s) has (have) a good and valid claim upon the within land and  
this caveat is not filed for the purpose of delaying or embarrassing any person.

Sharon L. Mahon

Name Solicitor and Agent

Signature

DATE

Y M D

2011-12-16

Name Signature

**7. FARM LANDS OWNERSHIP DECLARATION**

BY VIRTUE OF ☐ Agreement to Purchase ☐ Lease ☐ Loan ☐ Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act  
because:

*Strike out inappropriate statement(s) and initial*

1. The within land is not farm land as defined in The Farm Lands Ownership Act.
2. The within farm land is exempt by Regulation 325/87R of The Real Property Act, i.e. it is 5 acres or less.
3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government,  
municipality, local government district, Qualified Canadian Organization, Family Farm Corporation  
or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
7. Other (specify section of The Farm Lands Ownership Act)

Particulars:

Sharon L. Mahon

Name Solicitor and Agent

Signature

DATE

Y M D

2011-12-16

Name Signature

Caveator or Agent

**8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person**

and phone number  
DEPARTMENT OF JUSTICE, Prairie Region, 301-310 Broadway, Winnipeg, MB, R3C 0S6  
(Sharon L. Mahon, (204) 984-8446 (File No. 4-84673))

By virtue of Section 18(1) of The Real Property Act, any instrument not in this form and signed by the party making the same is void.

IMPORTANT NOTICE: This form is to be used in conjunction with the Real Property Act and the Real Property Regulations. It is to be used to register a caveat in the land titles system.



## Department of Justice Canada

Private Region  
301 - 310 Broadway  
Winnipeg, Manitoba  
R3C 0B6

## Ministère de la Justice Canada

Région Du Poste  
310 Broadway suite 301  
Winnipeg (Manitoba)  
R3C 0B6

## Security Classification:

Telephone: (204) 984-0448  
Facsimile: (204) 984-0488  
Internet: Sharon.Mahon@justice.gc.ca

## Protected B

See File  
Note Number: 4-94673  
Note for  
Note Number

January 9, 2012

Consumer and Corporate Affairs  
Winnipeg Land Titles Office  
TPR Building  
276 Portage Avenue  
Winnipeg, Manitoba  
R3C 0B6

Attention: Senior Deputy District Registrar Russell Davidson

Dear Sir:

Re: Correction of Interest Claimed by the Royal Canadian Mint in Caveat re:  
Parcel B Plan \_\_\_\_\_ WLTO (Deposit Plan No. 0581-3011)  
in Lot 224 Roman Catholic Mission Property

A. As per our telephone discussion earlier today, please correct the above-mentioned Caveat as follows:

Change the Particulars of Estate or Interest Claimed in Box 2 to read as follows:

by virtue of an Easement for sanitary sewer and water pipelines pursuant to an Instrument of Grant from Her Majesty the Queen in Right of Canada as represented by the Minister of Health to the Royal Canadian Mint, a copy of which is hereto attached as Schedule "A".

B. This is a clarification of the interest claimed and does not alter the easement in any way.

C. I am the solicitor for the Transferor, Royal Canadian Mint and the Transferee, Her Majesty the Queen in right of Canada.

D. I am authorized to make the above change.

Yours truly,

Sharon L. Mahon  
Counsel

Canada

12 13:21 FAX 204846495

DEPT OF JUSTICE CAN

001/002

Department of Justice  
CanadaMinistère de la Justice  
Canada**FACSIMILE TRANSMISSION  
TRANSMISSION PAR TÉLÉCOPIEUR**

In the event of transmission problems, kindly contact / Si cette liaison n'est pas claire, communiquer avec:

Name / Nom: Sharon L. Mahon at / au: (204) 984-8446

Name / Nom: Senior Deputy District Registrar Russell Davidson		Name / Nom: Sharon L. Mahon Counsel	
Address / Adresse:		Address / Adresse:	
Consumer and Corporate Affairs Winnipeg Land Titles Office TPR Building 276 Portage Avenue Winnipeg, Manitoba R3C 0S6		Department of Justice Canada Prairie Region 301-310 Broadway Winnipeg, Manitoba R3C 0S6	
Tel. No. / No du Tél:		Fax # / No du Télécopieur:	Tel. No. / No du Tél:
204-945-5580		(204) 984-8485	(204) 984-8446
Comments / Commentaires:			
As per our discussion earlier this morning, if this letter is acceptable please pass it to Registrar Bruce Olson. If changes are required I would appreciate being advised as soon as possible. Thank you <i>Sharon</i>			
Unclassified documents only VIA clear transmission. Protected information permitted within Justice secure FAX network. Documents non classifiés à transmission avec protection. Renseignements protégés par le réseau des télécopieurs protégés de la Justice.			
Protected documents? Documents protégés?		<input type="checkbox"/> Yes Oui	<input checked="" type="checkbox"/> No Non
Pages (including cover sheet)	Date:	Time:	
2	January 09, 2012	11:42 AM	

Canada

**SCHEDULE A**

This Schedule forms part of a Caveat, filed by Her Majesty the Queen in right of Canada as against land owned by the Royal Canadian Mint.

Dated this 16<sup>th</sup> day of DECEMBER 2011.

  
Sharon L. Mahon  
Solicitor and Agent

CANADA

**INSTRUMENT OF GRANT**

[Section 5(7), *Federal Real Property Act*]

This instrument has the same force and effect as if it were Letters Patent under the Great Seal.

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, QUEEN, Head of the Commonwealth, Defender of the Faith.

TO ALL TO WHOM these Presents shall come,

WHEREAS the lands hereinafter described are vested in Us in right of Canada and are under the administration of Our Minister of Health.

AND WHEREAS authority has been given for the grant of easement in the lands to the Royal Canadian Mint, an agent corporation incorporated under the *Royal Canadian Mint Act*, R.S.C. 1985, c. R-9 having its head office in the National Capital Region, hereinafter called the grantee, at or for the price or sum of \$1.00.

NOW THEREFORE We do by these Presents grant, convey and assure unto the grantee, its successors and assigns, All and Singular an easement in the lands owned by Us and legally described as

All that portion of Parcel C, Plan \_\_\_\_\_ WLTO (Deposit Plan No. 0581-2011 WLTO) in Lot 224 Roman Catholic Mission Property contained within the limits of Plan No. 22325

subject to the terms and conditions contained in an Agreement between Us and The Royal Canadian Mint dated the 13th day of December, 2011, a true copy of which is attached hereto as Schedule "A."

TO HAVE AND TO HOLD the lands unto the grantee, its successors and assigns, forever.

IN WITNESS WHEREOF these Presents have been signed and countersigned under the *Federal Real Property and Federal Immovables Act of Canada*.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

MINISTER OF JUSTICE

MINISTER OF HEALTH

per: Sharon L. Mahon  
Signing Authority  
Deposit No. 3793389

  
per: Laurette Burch  
Regional Director General  
Manitoba Region

**This is Schedule "A" to an Instrument of Grant of an Easement in favour of THE ROYAL  
CANADIAN MINT dated the            day of            , 2011**

**Agreement between  
the Royal Canadian Mint  
and  
Her Majesty the Queen in right of Canada  
dated the 13th day of December, 2011**

THIS AGREEMENT made in duplicate the 13 day of December 2011.

**BETWEEN:**

**THE ROYAL CANADIAN MINT**  
(hereinafter called "the Mint").

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Health  
(hereinafter called "Her Majesty").

**WHEREAS:**

The Mint is the registered owner of certain lands more particularly described as

- Firstly: Parcel 2 Plan 12216 WLTO; Except Plan 23204 WLTO  
in Lots 222, 223, 224, 225, 242, 243, 244 and 245  
Roman Catholic Mission Property
- Secondly: Parcel B Plan 12374 WLTO; Except Plan 19704 WLTO  
in Lots 222, 223, 224, 225, 242, 243, 244 and 245  
Roman Catholic Mission Property
- Thirdly: Parcel B Plan 19704 WLTO; in Lot 224 Roman Catholic  
Mission Property

(the "Mint lands").

Her Majesty is the registered owner of certain lands more particularly described  
as

- Parcel "A" Plan 19704 WLTO  
in Lot 224 Roman Catholic Mission Property

(the "Canada lands").

In order to expand its manufacturing plant facilities, the Mint wishes to acquire a portion of the Canada lands containing approximately 18,500 square feet of vacant land appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel D Plan \_\_\_\_\_ WLTO (Deposit Plan 0581-2011 WLTO)  
in Lot 224 Roman Catholic Mission Property

(the "Mint plant lands").

In order to expand its parking facilities, Her Majesty wishes to acquire a portion of the Mint lands which also contains approximately 18,500 square feet of vacant land and which is also appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel B Plan \_\_\_\_\_ WLTO (Deposit Plan 0581-2011 WLTO)  
in Lot 224 Roman Catholic Mission Property

(the "Canada parking lands").

Environmental assessments of both the Mint plant lands and the Canada parking lands have been conducted and mutually disclosed to both parties. The assessments confirm that neither the Mint plant lands nor the Canada parking lands require any environmental remediation.

The parties therefore have agreed to exchange the Mint plant lands for the Canada parking lands pursuant to the terms and conditions of this Agreement.

The Mint plant lands will be subdivided from the Canada lands and consolidated with the residual Mint lands to create a new parcel (the new Mint lands).

The Canada parking lands will be subdivided from the Mint lands and consolidated with the residual Canada lands to create a new parcel (the new Canada lands).

Pursuant to an Agreement between Her Majesty and the Mint dated the 30th day of November, 1988 (the "1988 Agreement"), a true copy of which is attached hereto as Schedule "A," the Canada lands are subject to Caveat No. 1175280 evidencing a sanitary sewer and water easement in favour of the Mint lands.

Also pursuant to the 1988 Agreement, the Mint lands are subject to Caveat No. 1130687 evidencing a right of way over, upon and through the Mint lands in favour of the Canada lands, and Caveat No. 1130688 evidencing a sanitary sewer, water, and storm sewer line easement in favour of the Canada lands.



The parties have agreed that the easements and right of way will continue to be necessary to the full use and enjoyment and continued functioning of the new Mint lands and the new Canada lands. Accordingly the parties have mutually agreed to make a reciprocal grant of easements and rights of way in favour of the new Mint lands and the new Canada lands as required, and surrender their existing easements and right of way, all pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH that in consideration of the exchange of the Mint plant lands for the Canada parking lands, and the sum of One (\$1.00) Dollar, the mutual covenants, agreements and grants herein contained and made, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and subject to the acquisition of authority by Her Majesty to grant the Easement hereinafter defined, the Mint and Her Majesty each covenant and agree with the other of them as follows:

1. The preamble hereto shall form an integral part hereof.
2. This Agreement supersedes and is substituted for the 1988 Agreement in all respects save and except for those relating to the transfer of the Canada lands from the Mint to Her Majesty.
3. The Mint shall deliver to Her Majesty a duly executed Transfer of Land in respect of the Canada parking lands as the Canada parking lands are described in Schedule "B" hereto.
4. Her Majesty shall deliver to the Mint a duly executed Transfer of Land in respect of the Mint plant lands as the Mint plant lands are described in Schedule "C" hereto.
5. The Transfers of Land and any supporting documentation required by the Winnipeg Land Titles Office shall be registered in the Winnipeg Land Titles Office.
6. The Canada parking lands shall be consolidated with the residual Canada lands to create the new Canada lands as described in Schedule "D" hereto. The Mint plant lands shall be consolidated with the residual Mint lands to create the new Mint lands as described in Schedule "E" hereto.
7. Title shall issue to Her Majesty to the new Canada lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

8. Title shall issue to the Mint to the new Mint lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 245390, 248971, 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

9. Definitions

For the purposes of this Agreement:

(a) The term "easement" shall be defined to include an easement for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith, together with the right of ingress and egress of the Grantee and all those for whom in law the Grantee is responsible for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(b) The term "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(c) The term "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms shall include the successors and assigns of each of them.

10. Surrender of Existing Easements and Right-of-Way

Upon registration of the appropriate caveats in evidence of this Agreement in the Winnipeg Land Titles Office as contemplated herein, each party surrenders and relinquishes its easements and right-of-way granted pursuant to the 1988 Agreement, as those easements and right-of-way are evidenced by Caveat Nos. 1130687, 1130688, and 1175280.

**11. Easement from Her Majesty to the Mint**

On registration by Her Majesty of the aforementioned Transfer of Land and associated documents, Her Majesty (deemed the Grantor for the purposes of this paragraph) shall cause an Instrument of Grant to be issued to the Mint (deemed the Grantee for the purposes of this paragraph) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule "F" (the "servient tenement") as appurtenant to a portion of the new Mint lands as that portion is described in Schedule "G" (the "dominant tenement") for:

- i) a sanitary sewer line; and
- ii) a water line.

**12. Easements from the Mint to Her Majesty**

(a) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) an easement over, upon, through, and under the lands more particularly described in Schedule "H" (the "servient tenement") as appurtenant to a portion of the new Canada lands as that portion is described in Schedule "I" (the "dominant tenement") for:

- i) a sanitary sewer line;
- ii) a water line; and
- iii) a storm sewer line.

(b) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) a right-of-way over, upon, and through the lands more particularly described in Schedule "J" (the "servient tenement") as appurtenant to the new Canada lands as those lands are described in Schedule "D" (the "dominant tenement").

13. IT IS UNDERSTOOD AND AGREED between the parties that Her Majesty shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by Her Majesty and the Mint on the following conditions:

(a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has She attorned to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;

(b) that in respect of Her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg Sewer By-Law No. 92/2010, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, in, and from Her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has She attorned to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;

(c) that Her Majesty shall have in place adequate drainage to prevent the new Canada lands from draining onto the new Mint lands, but shall restrict the discharge from Her storm sewer lines in to the Mint's storm sewer line to a total of 14,184 CF/hour;

(d) that Her Majesty shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;

(e) that Her Majesty shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;

(f) that the Mint shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if Her Majesty has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 48 hours of such notice having been communicated to the Mint, Her Majesty shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred. In the event of an emergency Her Majesty may act immediately and without notice to the Mint, but shall advise the Mint of any corrective action taken as soon as possible thereafter, and the Mint shall similarly be required to indemnify Her Majesty in respect of any costs reasonably incurred;

(g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever.

14. IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 12(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same.
15. IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity.
16. IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:
  - (a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, well, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in, upon, or over the said lands, excepting only in respect of the right-of-way hereinbefore referred to at paragraph 12(b), without the consent in writing of the Grantee first being had and obtained;

(b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;

(c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;

(d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicable to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way hereinbefore referred to at paragraph 12(b);

(e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;

(f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;

(g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors and assigns;

(h) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands.

17. HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to in Schedules "B" and "J" from the 15 day of December 2011, as follows:

(a) Schedule "B" - 100%;

(b) Schedule "J" - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute Her share within 30 days of receiving an invoice and accounting for same.

18. IT IS UNDERSTOOD AND AGREED between the parties that subject to paragraph 10 above, any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee.

19. In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement.

20. The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Instrument of Grant or the registration of any Transfer of Land and the issuance of a Certificate of Title.
21. The Instrument of Grant hereby agreed to be issued shall expressly state that it is subject to the terms of this Agreement.
22. Any notice required or which may be given by one party hereto to the other shall be in writing, and may be sent by mail, postage prepaid, by personal delivery, or by facsimile copier transmission. Such notice shall, in the case of mailing, be deemed to have been received by the party to whom it is addressed on the third business day following such mailing, in the case of delivery on the date of such delivery, and in the case of facsimile copier transmission, on the first business day following the date of such transmission. Such notices shall be sent as follows:

In the case of Her Majesty to:

Health Canada  
510 LaSalle Boulevard  
Winnipeg, Manitoba  
R2J 3Y1

Facsimile No.: 204-963-5547

and in the case of the Mint to:

Attention: Executive Director

Canadian Circulation Royal Canadian Mint  
320 Sussex Drive  
Ottawa, Ontario  
K1A 0G8

Facsimile No.: 613-220-4957

23. No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom.



24. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto, and their respective administrators, successors and assigns, whether legal or beneficial.

IN WITNESS WHEREOF, The Royal Canadian Mint and Her Majesty the Queen in right of Canada have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year hereinabove first written.

  
Witness

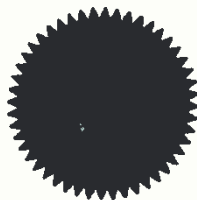
HER MAJESTY THE QUEEN IN  
RIGHT OF CANADA as represented  
by the Minister of Health

  
Per: Laurette Burch  
Regional Director General  
Manitoba Region

THE ROYAL CANADIAN MINT

  
Per: Ian E. Bennett  
President & CEO

  
Per: J. Marc Brûlé  
Vice-President of Finance  
& Administration and CFO



This is Schedule "A" to an Agreement between THE ROYAL CANADIAN MINT  
and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the  
Minister of Health dated the *13th* day of *December*, 2011.

AGREEMENT  
between  
HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
as represented by the Minister of National Health and Welfare  
and  
THE ROYAL CANADIAN MINT  
dated November 30, 1988

.COPY

AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA as represented by the Minister  
of National Health and Welfare (herein-  
after "Her Majesty"),

- and -

THE ROYAL CANADIAN MINT (hereinafter  
the "Mint").

WHEREAS the Mint is the owner of certain lands more parti-  
cularly described in Schedules 1 and 2 attached hereto and forming a  
part of this Agreement;

AND WHEREAS HER MAJESTY had offered to purchase a portion of  
those lands for the sum of \$198,400.00 (hereinafter the "purchase  
price"), which lands are more particularly described in Schedule 2  
attached hereto and forming a part of this Agreement, which offer was  
accepted by the Mint in writing on or about the 20th day of June,  
1988, and thereby became a binding agreement of purchase and sale;

AND WHEREAS it was one of the terms of that agreement that  
reciprocal rights-of-way and easements would be granted by the parties  
to each other for essential services and access over the lands des-  
cribed in Schedules 1 and 2;

AND WHEREAS the parties have now identified the type and  
location of the easements and rights-of-way necessary to allow each of  
them to have the full use and enjoyment of the lands described in  
Schedules 1 and 2;

NOW THEREFORE IN CONSIDERATION of payment of the sum of \$1.00  
and other good and valuable consideration, receipt of which is hereby  
acknowledged, the parties hereto agree as follows:

Transfer of Title

- (1) The Mint shall deliver to Her Majesty a duly executed Transfer of Land which when registered shall result in issuance of title to the lands described in Schedule 2 in the name of Her Majesty, free and clear of all encumbrances, mortgages, liens, or charges whatsoever excepting only Caves Nos. 25390, 248971, 82-21282, and 87-21413;

Payment of Purchase Price

- (2) Her Majesty shall forthwith register the aforesaid Transfer of Land and upon the issuance of title in accordance with paragraph (1) aforesaid, shall forthwith pay to the Mint the purchase price as adjusted for any municipal taxes, assessments, local improvement charges or fines, or grants-in-lieu thereof;

Definitions

- (3) For the purposes of this agreement:

(a) the term, "easement" shall be defined to include an easement for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith together with the right of ingress and egress of the Grantee, its employees, agent, servants, officers, contractors, and sub-contractors for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(b) the term, "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(c) the term, "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms, "Grantor" and "Grantee" shall include the successors and assigns of each of them;

(4) Easements from Her Majesty to the Mint

On registration by Her Majesty of the aforesaid Transfer of Land, Her Majesty (which for the purposes of this paragraph shall be deemed the Grantor) shall cause Letters Patent to be issued to the Mint (which for the purposes of this paragraph shall be deemed the Grantee) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule 3 (which for the purposes of this paragraph shall be deemed the "servient tenement") as appurtenant to the lands of the Mint more particularly described in Schedule "1" (which for the purposes of this paragraph shall be deemed to be the "dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,

(5) Easements from the Mint to Her Majesty

The Mint (which for the purposes of this paragraph shall be deemed the Grantor) shall and does hereby grant, convey and transfer to Her Majesty (which for the purposes of this paragraph shall be deemed the Grantee)

- (a) an easement over, upon, through, and under the lands more particularly described in Schedule 4 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,
- (iii) a storm sewer line,

- (b) a right-of-way over, upon, and through the lands more particularly described in Schedule 5 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the "dominant tenement");

.COPY

(6) IT IS UNDERSTOOD AND AGREED between the parties that HER MAJESTY shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by HER MAJESTY and the MINT on the following conditions:

- (a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has She attorned to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;
- (b) that in respect of her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg By-Law No. 505/73, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, in, and from her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has She attorned to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;
- (c) that Her Majesty shall have in place adequate drainage to prevent Her Land from draining onto the Mint's lands, but shall restrict the discharge from Her storm sewer lines into the Mint's storm sewer line to a total of 14,104 CF/hour;

- (d) that HER MAJESTY shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;
- (e) that HER MAJESTY shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;
- (f) that the MINT shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if HER MAJESTY has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 16 hours of such notice having been communicated to the Mint, HER MAJESTY shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred;
- (g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever;
- (7) IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 5(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same;
- (8) IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity;
- (9) IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:
- (a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, wall, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in upon, or over the said lands, excepting only in respect of the right-of-way hereinbefore referred to at paragraph 5(b), without the consent in writing of the Grantee first being had and obtained;

- (b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;
- (c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;
- (d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicable to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way hereinbefore referred to at paragraph 5(b);
- (e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;
- (f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;
- (g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Company, its successors and assigns;



(h) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands;

(10) HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to in Schedules "2" and "5" from the 30th day of July, 1986, as follows:

(a) Schedule 2 - 100%;

(b) Schedule 5 - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute Her share within 30 days of receiving an invoice and accounting for same;

(11) IT IS UNDERSTOOD AND AGREED between the parties that any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee;

(12) In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement;

(13) The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Letters Patent or the registration of any transfer of land and the issuance of a Certificate of Title;

(14) The Letters Patent hereby agreed to be issued shall expressly state that they are subject to the terms of this Agreement;

(15) All notices or other communications hereunder or pertaining hereto may be given by registered letter addressed in the case of Her Majesty to:

Health and Welfare Canada  
510 LaSalle Boulevard  
Winnipeg, Manitoba  
R2J 2Y1

and in the case of The Mint to:

The Royal Canadian Mint  
520 LaSalle Boulevard  
Winnipeg, Manitoba  
R2J 3E7

or at such other addresses as the parties may respectively designate in writing to the other and any such notice or other communication shall be deemed to have been given to and received by the addressee seven (7) days after the mailing thereof in Canada, postage prepaid and registered.

(16) No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom;

IN WITNESS WHEREOF the parties have herunto caused this agreement to be executed by their duly authorized officers in that behalf this 30<sup>th</sup> day of November 1987.

ROYAL CANADIAN MINT

per: Maurice Lapointe  
Master and President of the  
Royal Canadian Mint

per: J. P. [Signature]  
Vice-President  
Administration and Finance

HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA as represented by the  
Minister of National Health and  
Welfare

per: [Signature]  
per: [Signature]

.COPY

SCHEDULES 1, 2, 3, 4 and 5 ATTACHED TO AND FORMING PART OF AN AGREEMENT dated the 30<sup>th</sup> day of November, 1988.

SCHEDULE 1

All those portions of Lots Two Hundred and Twenty-three, Two Hundred and Twenty-four, Two Hundred and Twenty-five, Two Hundred and Forty-two, Two Hundred and Forty-three, and Two Hundred and Forty-four, which lots are shown on a Plan of Survey of part of the Roman Catholic Mission Property, in Manitoba, registered in the Winnipeg Land Titles Office as No. 433, shown as Parcel "B" on a plan filed in the said office as No. 12374.  
Excepting thereout: Parcel "A", Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 2

Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 3

All that portion of Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 4

All that portion of Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property and Parcel B, Plan 12374, Winnipeg Land Titles Office, in Lots 224, 242 and 243, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 5

Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

These are Schedules "B" through "J" inclusive to an Agreement between THE ROYAL CANADIAN MINT and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Health, dated the *13<sup>th</sup>* day of *December*, 2011.

Schedule "B" – Canada parking lands

Parcel B Plan *52317* WLTO (Deposit Plan 0581-2011 WLTO) in Lot 224 Roman Catholic Mission Property

Schedule "C" – Mint plant lands

Parcel D Plan *52317* WLTO (Deposit Plan 0581-2011 WLTO) in Lot 224 Roman Catholic Mission Property

Schedule "D" – new Canada lands (Also legal description of dominant tenement for Right-of-Way from Mint to Canada)

Parcels B and C, Plan *52317* WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

Schedule "E" – new Mint lands

FIRSTLY: Parcel 2 Plan 12216 WLTO; Except Plan 23204 WLTO in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property

SECONDLY: Parcel 8 Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and

THIRDLY: Parcels A, D and E, Plan *52317* WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property

Schedule "F" – Legal description of servient tenement for sanitary sewer and water line easement from Her Majesty in favour of the Mint

✓ All that portion of Parcel C, Plan \_\_\_\_\_ WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property contained within the limits of Plan No. 22325

Schedule "G" – Legal description of dominant tenement for sanitary sewer and water line easement from Canada to the Mint (part of the New Mint Lands)

SECONDLY: Parcel B Plan 19704 WLTO in Lot 225 Roman Catholic Mission Property and

THIRDLY: Parcels A and D, Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property.

Schedule "H" – Legal description of servient tenement of sanitary sewer, storm sewer, and water line easement from the Mint to Canada

All that portion of Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and Parcels A & D Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 224, 242 and 243 Roman Catholic Mission Property contained within the limits of Plan No. 22325.

Schedule "I" – Legal description of dominant tenement for sanitary sewer, water, and storm sewer from the Mint to Canada (part of the New Canada Lands)

Parcel C Plan \_\_\_\_\_ WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

Schedule "J" – Legal description of servient tenement for ROW from the Mint to Canada

Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property

LTO USE ONLY	
FEES CHECKED <input checked="" type="checkbox"/>	REFUND AMOUNT
<p align="center">Certificate of Registration</p> <p>Registered this date <u>JAN 13/12</u></p> <p>as No. <u>4171196/1</u></p> <p>I certify that the within instrument was registered in the</p> <p align="center"><b>WINNIPEG</b> Land Titles Office and entered on</p> <p>Title No. <u>2573955/1</u></p> <p><u>(2573955-3/1)</u></p> <p>For District Registrar</p>	
CAVEAT	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>LAND TITLES OFFICE</p> <p>JAN 13 2012</p> <p>WINNIPEG, MB</p> </div>	

581/11

and 4171196/1  
SURVEYS

Dominant PCL C PL 2573955/1  
 Servient Pt 2ndly + PCLs A+D (Pt 3rdly)  
 WIN 475 PL 22325 (PT 2573953)

Approved as to form - Registrar General - Registration No. 2391348  
Where an instrument is registered that does not conform with the form of the  
instrument prescribed by regulation, the Registrar General and the District  
Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba  
Consumer and  
Corporate Affairs  
Land Titles

**CAVEAT** Form 18.1

District of WINNIPEG

417 1196/1

1. CAVEATOR(S) include address and postal code  
HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Health  
510 Lagimodiere Blvd., Winnipeg, MB, R2J 3Y1  
claims an interest in the following land or mortgage, and forbids the registration of any instrument  
affecting the interest unless such instrument be expressed to be subject to my Her claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED by virtue of an Easement Agreement in writing,  
dated December 13, 2011 made between Her Majesty the Queen in Right of Canada as represented by  
the Minister of Health and the Royal Canadian Mint, a copy of which is hereto attached as Schedule "A".  
see schedule A

3. LAND DESCRIPTION  
Servient Tenement All that portion of Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission  
Property and Parcels A & D Plan 52312 WLTO (Deposit Plan No. 0581-2011) in Lots 224, 242 and  
243 Roman Catholic Mission Property contained within the limits of Plan No. 22325.  
Dominant Tenement Parcel C Plan 52312 WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman  
Catholic Mission Property

MORTGAGE NUMBER \_\_\_\_\_

TITLE NUMBER(S) \_\_\_\_\_ see schedule ☐

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code  
Attention: Executive Director  
Canadian Circulation (Royal Canadian Mint) 320 Sussex Drive Ottawa, ON K1A 0G8 see schedule ☐

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code  
1. HER MAJESTY THE QUEEN IN RIGHT OF CANADA c/o Health Canada, 510 Lagimodiere Blvd.,  
Winnipeg, MB, R2J 3Y1; and 2. Department of Justice, 301-310 Broadway, Winnipeg, MB, R3C 0S6

6. SIGNATURE OF CAVEATOR(S)  
an employee and Agent of  
1. That I (we) am (are) the within (Agent-of-or) Caveator(s) and the statements herein are  
true in substance and in fact.  
2. The within Caveator(s) has (have) a good and valid claim upon the within land and  
this caveat is not filed for the purpose of delaying or embarrassing any person.

DATE	
Y	M D
2011	12-16

Name Solicitor and Agent Signature S. Mahon

Name \_\_\_\_\_ Signature \_\_\_\_\_

7. FARM LANDS OWNERSHIP DECLARATION  
BY VIRTUE OF ☐ Agreement to Purchase ☐ Lease ☐ Loan ☐ Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act  
because:  
Strike out inappropriate statement(s) and initial  
1. The within land is not farm land as defined in The Farm Lands Ownership Act.  
2. The within farm land is exempt by Regulation 326/67P of The Real Property Act, i.e. it is 5 acres or less.  
3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).  
4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government,  
municipality, local government district, Qualified Canadian Organization, Family Farm Corporation  
or a Qualified Immigrant as defined in The Farm Lands Ownership Act.  
5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.  
6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).  
7. Other (specify section of The Farm Lands Ownership Act) \_\_\_\_\_  
Particulars: \_\_\_\_\_

DATE	
Y	M D
2011	12-16

Name Solicitor and Agent Signature S. Mahon

Name \_\_\_\_\_ Signature \_\_\_\_\_

Caveator or Agent

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person  
and phone number  
DEPARTMENT OF JUSTICE, Prairie Region, 301-310 Broadway, Winnipeg, MB, R3C 0S6  
(Sharon L. Mahon, (204) 984-8446) (File No. 4-94573)

By virtue of Section 194 of The Real Property Act, any document set out in this document and signed by any party among two or more parties, shall be deemed to be a true and correct copy of the original instrument, and shall be admissible in evidence in any court of law.

IMPORTANT NOTICE: This document is a legal instrument and should be read carefully. It contains information that may affect your legal rights and obligations. If you are not satisfied with the terms of this document, you should consult a lawyer before signing it.

NOTE: SELLER AND BUYER MUST SIGN AND DATE THIS DOCUMENT IN THE PRESENCE OF A NOTARY PUBLIC. IT MUST BE READ AS INCLUDING ALL CAVEATOR(S) AND THEIR INTERESTS.



**SCHEDULE A**

This Schedule forms part of a Caveat, filed by Her Majesty the Queen in right of Canada as against land owned by the Royal Canadian Mint.

Dated this 16<sup>th</sup> day of DECEMBER 2011.

  
Sharon L. Mahon  
Solicitor and Agent

THIS AGREEMENT made in duplicate the 13 day of December, 2011.

**BETWEEN:**

**THE ROYAL CANADIAN MINT**  
(hereinafter called "the Mint"),

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Health  
(hereinafter called "Her Majesty").

**WHEREAS:**

The Mint is the registered owner of certain lands more particularly described as

Firstly: Parcel 2 Plan 12216 WLTO; Except Plan 23204 WLTO  
in Lots 222, 223, 224, 225, 242, 243, 244 and 245  
Roman Catholic Mission Property

Secondly: Parcel B Plan 12374 WLTO; Except Plan 19704 WLTO  
in Lots 222, 223, 224, 225, 242, 243, 244 and 245  
Roman Catholic Mission Property

Thirdly: Parcel B Plan 19704 WLTO; in Lot 224 Roman Catholic  
Mission Property

(the "Mint lands").

Her Majesty is the registered owner of certain lands more particularly described  
as

Parcel "A" Plan 19704 WLTO  
in Lot 224 Roman Catholic Mission Property

(the "Canada lands").

In order to expand its manufacturing plant facilities, the Mint wishes to acquire a portion of the Canada lands containing approximately 18,500 square feet of vacant land appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel D Plan \_\_\_\_\_ WLTO (Deposit Plan 0581-2011 WLTO)  
in Lot 224 Roman Catholic Mission Property

(the "Mint plant lands").

In order to expand its parking facilities, Her Majesty wishes to acquire a portion of the Mint lands which also contains approximately 18,500 square feet of vacant land and which is also appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel B Plan \_\_\_\_\_ WLTO (Deposit Plan 0581-2011 WLTO)  
in Lot 224 Roman Catholic Mission Property

(the "Canada parking lands").

Environmental assessments of both the Mint plant lands and the Canada parking lands have been conducted and mutually disclosed to both parties. The assessments confirm that neither the Mint plant lands nor the Canada parking lands require any environmental remediation.

The parties therefore have agreed to exchange the Mint plant lands for the Canada parking lands pursuant to the terms and conditions of this Agreement.

The Mint plant lands will be subdivided from the Canada lands and consolidated with the residual Mint lands to create a new parcel (the new Mint lands).

The Canada parking lands will be subdivided from the Mint lands and consolidated with the residual Canada lands to create a new parcel (the new Canada lands).

Pursuant to an Agreement between Her Majesty and the Mint dated the 30th day of November, 1988 (the "1988 Agreement"), a true copy of which is attached hereto as Schedule "A," the Canada lands are subject to Caveat No. 1175280 evidencing a sanitary sewer and water easement in favour of the Mint lands.

Also pursuant to the 1988 Agreement, the Mint lands are subject to Caveat No. 1130687 evidencing a right of way over, upon and through the Mint lands in favour of the Canada lands, and Caveat No. 1130688 evidencing a sanitary sewer, water, and storm sewer line easement in favour of the Canada lands.

The parties have agreed that the easements and right of way will continue to be necessary to the full use and enjoyment and continued functioning of the new Mint lands and the new Canada lands. Accordingly the parties have mutually agreed to make a reciprocal grant of easements and rights of way in favour of the new Mint lands and the new Canada lands as required, and surrender their existing easements and right of way, all pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH that in consideration of the exchange of the Mint plant lands for the Canada parking lands, and the sum of One (\$1.00) Dollar, the mutual covenants, agreements and grants herein contained and made, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and subject to the acquisition of authority by Her Majesty to grant the Easement hereinafter defined, the Mint and Her Majesty each covenant and agree with the other of them as follows:

1. The preamble hereto shall form an integral part hereof.
2. This Agreement supersedes and is substituted for the 1988 Agreement in all respects save and except for those relating to the transfer of the Canada lands from the Mint to Her Majesty.
3. The Mint shall deliver to Her Majesty a duly executed Transfer of Land in respect of the Canada parking lands as the Canada parking lands are described in Schedule "B" hereto.
4. Her Majesty shall deliver to the Mint a duly executed Transfer of Land in respect of the Mint plant lands as the Mint plant lands are described in Schedule "C" hereto.
5. The Transfers of Land and any supporting documentation required by the Winnipeg Land Titles Office shall be registered in the Winnipeg Land Titles Office.
6. The Canada parking lands shall be consolidated with the residual Canada lands to create the new Canada lands as described in Schedule "D" hereto. The Mint plant lands shall be consolidated with the residual Mint lands to create the new Mint lands as described in Schedule "E" hereto.
7. Title shall issue to Her Majesty to the new Canada lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

8. Title shall issue to the Mint to the new Mint lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 245390, 248971, 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

9. Definitions

For the purposes of this Agreement:

(a) The term "easement" shall be defined to include an easement for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith, together with the right of ingress and egress of the Grantee and all those for whom in law the Grantee is responsible for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(b) The term "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(c) The term "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms shall include the successors and assigns of each of them.

10. Surrender of Existing Easements and Right-of-Way

Upon registration of the appropriate caveats in evidence of this Agreement in the Winnipeg Land Titles Office as contemplated herein, each party surrenders and relinquishes its easements and right-of-way granted pursuant to the 1988 Agreement, as those easements and right-of-way are evidenced by Caveat Nos. 1130687, 1130688, and 1175280.

11. Easement from Her Majesty to the Mint

On registration by Her Majesty of the aforementioned Transfer of Land and associated documents, Her Majesty (deemed the Grantor for the purposes of this paragraph) shall cause an Instrument of Grant to be issued to the Mint (deemed the Grantee for the purposes of this paragraph) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule "F" (the "servient tenement") as appurtenant to a portion of the new Mint lands as that portion is described in Schedule "G" (the "dominant tenement") for:

- i) a sanitary sewer line; and
- ii) a water line.

12. Easements from the Mint to Her Majesty

(a) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) an easement over, upon, through, and under the lands more particularly described in Schedule "H" (the "servient tenement") as appurtenant to a portion of the new Canada lands as that portion is described in Schedule "I" (the "dominant tenement") for:

- i) a sanitary sewer line;
- ii) a water line; and
- iii) a storm sewer line.

(b) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) a right-of-way over, upon, and through the lands more particularly described in Schedule "J" (the "servient tenement") as appurtenant to the new Canada lands as those lands are described in Schedule "D" (the "dominant tenement").

13. IT IS UNDERSTOOD AND AGREED between the parties that Her Majesty shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by Her Majesty and the Mint on the following conditions:

(a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has She attomed to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;

(b) that in respect of Her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg Sewer By-Law No. 92/2010, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, in, and from Her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has She attomed to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;

(c) that Her Majesty shall have in place adequate drainage to prevent the new Canada lands from draining onto the new Mint lands, but shall restrict the discharge from Her storm sewer lines in to the Mint's storm sewer line to a total of 14,184 CF/hour;

(d) that Her Majesty shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;

(e) that Her Majesty shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;

(f) that the Mint shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if Her Majesty has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 48 hours of such notice having been communicated to the Mint, Her Majesty shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred. In the event of an emergency Her Majesty may act immediately and without notice to the Mint, but shall advise the Mint of any corrective action taken as soon as possible thereafter, and the Mint shall similarly be required to indemnify Her Majesty in respect of any costs reasonably incurred;

(g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever.

14. IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 12(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same.

15. IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity.

16. IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:

(a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, well, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in, upon, or over the said lands, excepting only in respect of the right-of-way hereinbefore referred to at paragraph 12(b), without the consent in writing of the Grantee first being had and obtained;



(b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;

(c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;

(d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicable to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way hereinbefore referred to at paragraph 12(b);

(e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;

(f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;

(g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors and assigns;

(h) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands.

17. HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to, in Schedules "B" and "J" from the 15<sup>th</sup> day of 31<sup>st</sup> December 2011, as follows:

(a) Schedule "B" - 100%;

(b) Schedule "J" - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute Her share within 30 days of receiving an invoice and accounting for same.

18. IT IS UNDERSTOOD AND AGREED between the parties that subject to paragraph 10 above, any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee.

19. In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement.

20. The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Instrument of Grant or the registration of any Transfer of Land and the issuance of a Certificate of Title.
21. The Instrument of Grant hereby agreed to be issued shall expressly state that it is subject to the terms of this Agreement.
22. Any notice required or which may be given by one party hereto to the other shall be in writing, and may be sent by mail, postage prepaid, by personal delivery, or by facsimile copier transmission. Such notice shall, in the case of mailing, be deemed to have been received by the party to whom it is addressed on the third business day following such mailing, in the case of delivery on the date of such delivery, and in the case of facsimile copier transmission, on the first business day following the date of such transmission. Such notices shall be sent as follows:

in the case of Her Majesty to:

Health Canada  
510 Lagimodiere Boulevard  
Winnipeg, Manitoba  
R2J 3Y1

Facsimile No.: 204-983-5547

and in the case of the Mint to:

Attention: Executive Director

Canadian Circulation Royal Canadian Mint  
320 Sussex Drive  
Ottawa, Ontario  
K1A 0G8

Facsimile No.: 613-220-4957

23. No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom.

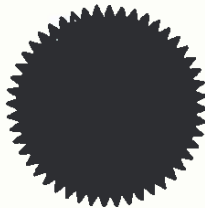
24. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto, and their respective administrators, successors and assigns, whether legal or beneficial.

IN WITNESS WHEREOF, The Royal Canadian Mint and Her Majesty the Queen in right of Canada have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year hereinabove first written.

  
Witness

HER MAJESTY THE QUEEN IN  
RIGHT OF CANADA as represented  
by the Minister of Health

  
Per: Laurette Burch  
Regional Director General  
Manitoba Region



THE ROYAL CANADIAN MINT

  
Per: Ian E. Bennett  
President & CEO

  
Per: J. Marc Brûlé  
Vice-President of Finance  
& Administration and CFO

This is Schedule "A" to an Agreement between THE ROYAL CANADIAN MINT  
and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the  
Minister of Health dated the 13<sup>th</sup> day of December, 2011.

AGREEMENT  
between  
HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
as represented by the Minister of National Health and Welfare  
and  
THE ROYAL CANADIAN MINT  
dated November 30, 1988

COPY

AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA as represented by the Minister  
of National Health and Welfare (hereinafter  
after "Her Majesty").

- and -

THE ROYAL CANADIAN MINT (hereinafter  
the "Mint").

WHEREAS the Mint is the owner of certain lands more particularly described in Schedules 1 and 2 attached hereto and forming a part of this Agreement;

AND WHEREAS HER MAJESTY had offered to purchase a portion of those lands for the sum of \$198,400.00 (hereinafter the "purchase price"), which lands are more particularly described in Schedule 2 attached hereto and forming a part of this Agreement, which offer was accepted by the Mint in writing on or about the 20th day of June, 1966, and thereby became a binding agreement of purchase and sale;

AND WHEREAS it was one of the terms of that agreement that reciprocal rights-of-way and easements would be granted by the parties to each other for essential services and access over the lands described in Schedules 1 and 2;

AND WHEREAS the parties have now identified the type and location of the easements and rights-of-way necessary to allow each of them to have the full use and enjoyment of the lands described in Schedules 1 and 2;

NOW THEREFORE IN CONSIDERATION of payment of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Transfer of title

- (1) The Mint shall deliver to Her Majesty a duly executed Transfer of Land which when registered shall result in issuance of title to the lands described in Schedule 2 in the name of Her Majesty, free and clear of all encumbrances, mortgages, liens, or charges whatsoever excepting only Causal Nos. 25390, 248971, 82-21292, and 87-21413;

Payment of Purchase Price

- (2) Her Majesty shall forthwith register the aforesaid Transfer of Land and upon the issuance of title in accordance with paragraph (1) aforesaid, shall forthwith pay to the Mint the purchase price as adjusted for any municipal taxes, assessments, local improvement charges or liens, or grants-in-lieu thereof;

Definitions

- (3) for the purposes of this agreement:

(a) the term, "easement" shall be defined to include an easement for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith together with the right of ingress and egress of the Grantee, its employees, agent, servants, officers, contractors, and sub-contractors for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(b) the term, "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(c) the term, "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms, "Grantor" and "Grantee" shall include the successors and assigns of each of them;

(4) Easements from Her Majesty to the Mint

On registration by Her Majesty of the aforesaid transfer of Land, Her Majesty (which for the purposes of this paragraph shall be deemed the Grantor) shall cause Letters Patent to be issued to the Mint (which for the purposes of this paragraph shall be deemed the Grantee) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule 3 (which for the purposes of this paragraph shall be deemed the "servient tenement") as appurtenant to the lands of the Mint more particularly described in Schedule "1" (which for the purposes of this paragraph shall be deemed to be the "dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,

(5) Easements from the Mint to Her Majesty

The Mint (which for the purposes of this paragraph shall be deemed the Grantor) shall and does hereby grant, convey and transfer to Her Majesty (which for the purposes of this paragraph shall be deemed the Grantee)

- (a) an easement over, upon, through, and under the lands more particularly described in Schedule 4 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,
- (iii) a storm sewer line,

- (b) a right-of-way over, upon, and through the lands more particularly described in Schedule 5 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the "dominant tenement");



COPY

(6) IT IS UNDERSTOOD AND AGREED between the parties that HER MAJESTY shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by HER MAJESTY and the MINT on the following conditions:

- (a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has She attorned to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;
- (b) that in respect of Her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg By-Law No. 505/73, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, in, and from Her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has She attorned to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;
- (c) that Her Majesty shall have in place adequate drainage to prevent Her land from draining onto the Mint's lands, but shall restrict the discharge from Her storm sewer lines into the Mint's storm sewer line to a total of 14,184 CF/hour;

- (d) that HER MAJESTY shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;
- (e) that HER MAJESTY shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;
- (f) that the MINT shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if HER MAJESTY has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 16 hours of such notice having been communicated to the Mint, HER MAJESTY shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred;
- (g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever;
- (7) IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 5(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same;
- (8) IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity;
- (9) IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:
- (a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, well, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in upon, or over the said lands, excepting only in respect of the right-of-way heretofore referred to at paragraph 5(b), without the consent in writing of the Grantee first being had and obtained;

- (b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;
- (c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;
- (d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicable to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way heretofore referred to at paragraph 5(b);
- (e) they shall be of the same force and effect to all heirs and assigns as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;
- (f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;
- (g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Company, its successors and assigns;

(n) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands;

(10) HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to in Schedules "2" and "5" from the 30th day of July, 1986, as follows:

(a) Schedule 2 - 100%;

(b) Schedule 5 - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute Her share within 30 days of receiving an invoice and accounting for same;

(11) IT IS UNDERSTOOD AND AGREED between the parties that any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee;

(12) In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement;

(13) The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Letters Patent or the registration of any transfer of land and the issuance of a Certificate of Title;

(14) The Letters Patent hereby agreed to be issued shall expressly state that they are subject to the terms of this Agreement;

(15) All notices or other communications hereunder or pertaining hereto may be given by registered letter addressed in the case of Her Majesty to:

Health and Welfare Canada  
510 Legindiers Boulevard  
Winnipeg, Manitoba  
R2J 3Y1

and in the case of The Mint to:

The Royal Canadian Mint  
520 Legindiers Boulevard  
Winnipeg, Manitoba  
R2J 3E7

or at such other addresses as the parties may respectively designate in writing to the other and any such notice or other communication shall be deemed to have been given to and received by the addressee seven (7) days after the mailing thereof in Canada, postage prepaid and registered.

(16) No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom;

IN WITNESS WHEREOF the parties have hereunto caused this agreement to be executed by their duly authorized officers in that behalf this 20<sup>th</sup> day of November 1987.

ROYAL CANADIAN MINT

*Maurice Lévesque*  
Master and President of the  
Royal Canadian Mint

*J. L. ...*  
Vice-President  
Administration and Finance

HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA as represented by the  
Minister of National Health and  
Welfare

per: *[Signature]*

per: *[Signature]*

COPY

SCHEDULES 1, 2, 3, 4 and 5 ATTACHED TO AND FORMING PART OF AN AGREEMENT dated the 30<sup>th</sup> day of November, 1988.

SCHEDULE 1

All those portions of Lots Two Hundred and Twenty-three, Two Hundred and Twenty-four, Two Hundred and Twenty-five, Two Hundred and Forty-two, Two Hundred and Forty-three, and Two Hundred and Forty-four, which lots are shown on a Plan of Survey of part of the Roman Catholic Mission Property, in Manitoba, registered in the Winnipeg Land Titles Office as No. 433, shown as Parcel "B" on a plan filed in the said office as No. 12374.

Excepting therewith: Parcel "A", Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 2

Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 3

All that portion of Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 4

All that portion of Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property and Parcel B, Plan 12374, Winnipeg Land Titles Office, in Lots 224, 242 and 243, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 5

Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

These are Schedules "B" through "J" inclusive to an Agreement between THE ROYAL CANADIAN MINT and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Health, dated the *13th* day of *December*, 2011.

Schedule "B" – Canada parking lands

Parcel B Plan 52317 WLTO (Deposit Plan 0581-2011 WLTO)  
in Lot 224 Roman Catholic Mission Property

Schedule "C" – Mint plant lands

Parcel D Plan 52317 WLTO (Deposit Plan 0581-2011 WLTO)  
in Lot 224 Roman Catholic Mission Property

Schedule "D" – new Canada lands (Also legal description of dominant tenement for Right-of-Way from Mint to Canada)

Parcels B and C, Plan 52317 WLTO (Deposit Plan No. 0581-2011)  
in Lot 224 Roman Catholic Mission Property

Schedule "E" – new Mint lands

FIRSTLY: Parcel 2 Plan 12216 WLTO; Except Plan 23204  
WLTO in Lots 222, 223, 224, 225, 242, 243, 244 and  
245 Roman Catholic Mission Property

SECONDLY: Parcel B Plan 19704 WLTO in Lot 224 Roman  
Catholic Mission Property and

THIRDLY: Parcels A, D and E, Plan 52317 WLTO  
(Deposit Plan No. 0581-2011)  
in Lots 222, 223, 224, 225, 242, 243, 244 and 245  
Roman Catholic Mission Property

Schedule "F" – Legal description of servient tenement for sanitary sewer and water line easement from Her Majesty in favour of the Mint

All that portion of Parcel C, Plan \_\_\_\_\_ WLTO (Deposit Plan  
No. 0581-2011) in Lot 224 Roman Catholic Mission Property  
contained within the limits of Plan No. 22325



Schedule "G" – Legal description of dominant tenement for sanitary sewer and water line easement from Canada to the Mint (part of the New Mint Lands)

SECONDLY: Parcel B Plan 19704 WLTO in Lot 225 Roman Catholic Mission Property and

THIRDLY: Parcels A and D, Plan 52311 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property.

Schedule "H" – Legal description of servient tenement of sanitary sewer, storm sewer, and water line easement from the Mint to Canada

All that portion of Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and Parcels A & D Plan 52311 WLTO (Deposit Plan No. 0581-2011) in Lots 224, 242 and 243 Roman Catholic Mission Property contained within the limits of Plan No. 22325.

Schedule "I" – Legal description of dominant tenement for sanitary sewer, water, and storm sewer from the Mint to Canada (part of the New Canada Lands)

Parcel C Plan \_\_\_\_\_ WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

Schedule "J" – Legal description of servient tenement for ROW from the Mint to Canada

Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property

LTO USE ONLY	
FEES CHECKED	REFUND AMOUNT
<b>Certificate of Registration</b>	
Registered this date	<u>JAN 13/12</u>
as No.	<u>417119711</u>
I certify that the within instrument was registered in the	
WINNIPEG	Land Titles Office and entered on
Title No.	<u>257395311</u>
	<u>257395311</u>
For District Registrar	
<b>CAVEAT</b>	
L. 11-13 OFFICE JAN 13 2012 WINNIPEG, MB	

GB1/11

417 1197/11  
STUDY/REV

Servient Secondly PT 257395311  
Dominant ALL 257395311

Approved as to form - Registrar General - Registration No. 2391349  
Where an instrument is registered that does not conform with the form of the  
instrument prescribed by regulation, the Registrar General and the District  
Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba  
Consumer and  
Corporate Affairs  
Land Titles

**CAVEAT** Form 18.1

District of WINNIPEG

417/197/1

1. CAVEATOR(S) include address and postal code  
(we) HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Health,  
510 Lagimodiere Blvd., Winnipeg, MB, R2J 3Y1  
claims an interest in the following land or mortgage, and forbids the registration of any instrument  
affecting the interest unless such instrument be expressed to be subject to my Her claim.
2. PARTICULARS OF ESTATE OR INTEREST CLAIMED by virtue of a Right-of-Way based on an  
Agreement in writing, dated December 13, 2011, and made between Her Majesty the Queen in Right of  
Canada as represented by the Minister of Health and the Royal Canadian Mint, a copy of which is hereto  
attached as Schedule "A".

see schedule A

3. LAND DESCRIPTION

- ☒ Servient Tenement Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property
- ☒ Dominant Tenement Parcels B and C Plan 523/2 WLTO (Deposit Plan No. 0581-2011) in Lot 224  
Roman Catholic Mission Property

MORTGAGE NUMBER

TITLE NUMBER(S)

see schedule ☐

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code

Attention: Executive Director

Canadian Circulator Royal Canadian Mint, 820 Sussex Drive Ottawa, ON K1A 0G8

see schedule ☐

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code

1. HER MAJESTY THE QUEEN IN RIGHT OF CANADA c/o Health Canada, 510 Lagimodiere Blvd.,  
Winnipeg, MB, R2J 3Y1; and 2. Department of Justice, 301-310 Broadway, Winnipeg, MB, R3C 0S6

6. SIGNATURE OF CAVEATOR(S)

1. That I (we) am (are) the within (Agent or) Caveator(s) and the statements herein are  
true in substance and in fact.
2. The within Caveator(s) has (have) a good and valid claim upon the within land and  
this caveat is not filed for the purpose of delaying or embarrassing any person.

Sharon L. Mahon

Name Solicitor and Agent

Signature

DATE

Y M D

2011-12-16

7. FARM LANDS OWNERSHIP DECLARATION

BY VIRTUE OF ☐ Agreement to Purchase ☐ Lease ☐ Loan ☐ Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act  
because:

*Strike out inappropriate statement(s) and initial*

1. The within land is not farm land as defined in The Farm Lands Ownership Act.
2. The within farm land is exempt by Regulation 225/87R of The Real Property Act, i.e. it is 5 acres or less.
3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government,  
municipality, local government district, Qualified Canadian Organization, Family Farm Corporation  
or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
6. The Caveator is exempt by The Farm Lands Ownership Board (Order enclosed).
7. Other (specify section of The Farm Lands Ownership Act):

Particulars:

Sharon L. Mahon

Name Solicitor and Agent

Signature

DATE

Y M D

2011-12-16

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person  
and phone number

DEPARTMENT OF JUSTICE, Prairie Region, 301-310 Broadway, Winnipeg, MB, R3C 0S6  
(Sharon L. Mahon, (204) 984-8446) (File No. 4-94573)

By virtue of Section 184 of The Real Property Act, any document not in the form of this instrument and signed by the party making the statement  
has the same effect and validity as if it were a document in the form of this instrument and signed by the party making the statement.

IMPORTANT NOTICE: This instrument is subject to the provisions of The Farm Lands Ownership Act, and the provisions of the Act may be found in the  
Manitoba Statutes, Chapter C40, and in the Regulations made thereunder.

NOTE: This instrument is subject to the provisions of The Farm Lands Ownership Act, and the provisions of the Act may be found in the  
Manitoba Statutes, Chapter C40, and in the Regulations made thereunder.

**SCHEDULE A**

This Schedule forms part of a Caveat, filed by the Royal Canadian Mint as  
against land owned by Her Majesty the Queen in right of Canada.

Dated this 16<sup>th</sup> day of DECEMBER 2011.



Sharron L. Mahon  
Solicitor and Agent

THIS AGREEMENT made in duplicate the 13 day of December, 2011.

**BETWEEN:**

**THE ROYAL CANADIAN MINT**  
(hereinafter called "the Mint"),

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Health  
(hereinafter called "Her Majesty").

**WHEREAS:**

The Mint is the registered owner of certain lands more particularly described as

Firstly: Parcel 2 Plan 12216 WLTO; Except Plan 23204 WLTO  
in Lots 222, 223, 224, 225, 242, 243, 244 and 245  
Roman Catholic Mission Property

Secondly: Parcel B Plan 12374 WLTO; Except Plan 19704 WLTO  
in Lots 222, 223, 224, 225, 242, 243, 244 and 245  
Roman Catholic Mission Property

Thirdly: Parcel B Plan 19704 WLTO; in Lot 224 Roman Catholic  
Mission Property

(the "Mint lands").

Her Majesty is the registered owner of certain lands more particularly described  
as

Parcel "A" Plan 19704 WLTO  
in Lot 224 Roman Catholic Mission Property

(the "Canada lands").

In order to expand its manufacturing plant facilities, the Mint wishes to acquire a portion of the Canada lands containing approximately 18,500 square feet of vacant land appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel D Plan \_\_\_\_\_ WLTO (Deposit Plan 0581-2011 WLTO)  
in Lot 224 Roman Catholic Mission Property

(the "Mint plant lands").

In order to expand its parking facilities, Her Majesty wishes to acquire a portion of the Mint lands which also contains approximately 18,500 square feet of vacant land and which is also appraised at a value of approximately Thirty-seven Thousand Dollars (\$37,000.00), which land is more particularly described as

Parcel B Plan \_\_\_\_\_ WLTO (Deposit Plan 0581-2011 WLTO)  
in Lot 224 Roman Catholic Mission Property

(the "Canada parking lands").

Environmental assessments of both the Mint plant lands and the Canada parking lands have been conducted and mutually disclosed to both parties. The assessments confirm that neither the Mint plant lands nor the Canada parking lands require any environmental remediation.

The parties therefore have agreed to exchange the Mint plant lands for the Canada parking lands pursuant to the terms and conditions of this Agreement.

The Mint plant lands will be subdivided from the Canada lands and consolidated with the residual Mint lands to create a new parcel (the new Mint lands).

The Canada parking lands will be subdivided from the Mint lands and consolidated with the residual Canada lands to create a new parcel (the new Canada lands).

Pursuant to an Agreement between Her Majesty and the Mint dated the 30th day of November, 1988 (the "1988 Agreement"), a true copy of which is attached hereto as Schedule "A," the Canada lands are subject to Caveat No. 1175280 evidencing a sanitary sewer and water easement in favour of the Mint lands.

Also pursuant to the 1988 Agreement, the Mint lands are subject to Caveat No. 1130687 evidencing a right of way over, upon and through the Mint lands in favour of the Canada lands, and Caveat No. 1130688 evidencing a sanitary sewer, water, and storm sewer line easement in favour of the Canada lands.

The parties have agreed that the easements and right of way will continue to be necessary to the full use and enjoyment and continued functioning of the new Mint lands and the new Canada lands. Accordingly the parties have mutually agreed to make a reciprocal grant of easements and rights of way in favour of the new Mint lands and the new Canada lands as required, and surrender their existing easements and right of way, all pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH that in consideration of the exchange of the Mint plant lands for the Canada parking lands, and the sum of One (\$1.00) Dollar, the mutual covenants, agreements and grants herein contained and made, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and subject to the acquisition of authority by Her Majesty to grant the Easement hereinafter defined, the Mint and Her Majesty each covenant and agree with the other of them as follows:

1. The preamble hereto shall form an integral part hereof.
2. This Agreement supersedes and is substituted for the 1988 Agreement in all respects save and except for those relating to the transfer of the Canada lands from the Mint to Her Majesty.
3. The Mint shall deliver to Her Majesty a duly executed Transfer of Land in respect of the Canada parking lands as the Canada parking lands are described in Schedule "B" hereto.
4. Her Majesty shall deliver to the Mint a duly executed Transfer of Land in respect of the Mint plant lands as the Mint plant lands are described in Schedule "C" hereto.
5. The Transfers of Land and any supporting documentation required by the Winnipeg Land Titles Office shall be registered in the Winnipeg Land Titles Office.
6. The Canada parking lands shall be consolidated with the residual Canada lands to create the new Canada lands as described in Schedule "D" hereto. The Mint plant lands shall be consolidated with the residual Mint lands to create the new Mint lands as described in Schedule "E" hereto.
7. Title shall issue to Her Majesty to the new Canada lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

8. Title shall issue to the Mint to the new Mint lands free and clear of all encumbrances, liens or charges whatsoever excepting only Caveat Nos. 245390, 248971, 82-21292, 87-21524, 1125202, and any caveats required by this Agreement.

9. Definitions

For the purposes of this Agreement:

(a) The term "easement" shall be defined to include an easement for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith, together with the right of ingress and egress of the Grantee and all those for whom in law the Grantee is responsible for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(b) The term "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee.

(c) The term "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms shall include the successors and assigns of each of them.

10. Surrender of Existing Easements and Right-of-Way

Upon registration of the appropriate caveats in evidence of this Agreement in the Winnipeg Land Titles Office as contemplated herein, each party surrenders and relinquishes its easements and right-of-way granted pursuant to the 1988 Agreement, as those easements and right-of-way are evidenced by Caveat Nos. 1130687, 1130688, and 1175280.



**11. Easement from Her Majesty to the Mint**

On registration by Her Majesty of the aforementioned Transfer of Land and associated documents, Her Majesty (deemed the Grantor for the purposes of this paragraph) shall cause an Instrument of Grant to be issued to the Mint (deemed the Grantee for the purposes of this paragraph) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule "F" (the "servient tenement") as appurtenant to a portion of the new Mint lands as that portion is described in Schedule "G" (the "dominant tenement") for:

- i) a sanitary sewer line; and
- ii) a water line.

**12. Easements from the Mint to Her Majesty**

(a) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) an easement over, upon, through, and under the lands more particularly described in Schedule "H" (the "servient tenement") as appurtenant to a portion of the new Canada lands as that portion is described in Schedule "I" (the "dominant tenement") for:

- i) a sanitary sewer line;
- ii) a water line; and
- iii) a storm sewer line.

(b) The Mint (deemed the Grantor for the purposes of this paragraph) shall and does hereby grant, convey and transfer to Her Majesty (deemed the Grantee for the purposes of this paragraph) a right-of-way over, upon, and through the lands more particularly described in Schedule "J" (the "servient tenement") as appurtenant to the new Canada lands as those lands are described in Schedule "D" (the "dominant tenement").

13. IT IS UNDERSTOOD AND AGREED between the parties that Her Majesty shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by Her Majesty and the Mint on the following conditions:

(a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has She attorned to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;

(b) that in respect of Her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg Sewer By-Law No. 92/2010, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, in, and from Her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has She attorned to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;

(c) that Her Majesty shall have in place adequate drainage to prevent the new Canada lands from draining onto the new Mint lands, but shall restrict the discharge from Her storm sewer lines in to the Mint's storm sewer line to a total of 14,184 CF/hour;

(d) that Her Majesty shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;

(e) that Her Majesty shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;

(f) that the Mint shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if Her Majesty has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 48 hours of such notice having been communicated to the Mint, Her Majesty shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred. In the event of an emergency Her Majesty may act immediately and without notice to the Mint, but shall advise the Mint of any corrective action taken as soon as possible thereafter, and the Mint shall similarly be required to indemnify Her Majesty in respect of any costs reasonably incurred;

(g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever.

14. IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 12(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same.
15. IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity.
16. IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:
  - (a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, well, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in, upon, or over the said lands, excepting only in respect of the right-of-way hereinbefore referred to at paragraph 12(b), without the consent in writing of the Grantee first being had and obtained;

(b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;

(c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;

(d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicable to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way hereinbefore referred to at paragraph 12(b);

(e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;

(f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;

(g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors and assigns;

(h) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands.

17. HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to, in Schedules "B" and "J" from the 13<sup>th</sup> day of December 2011, as follows:

(a) Schedule "B" - 100%;

(b) Schedule "J" - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute Her share within 30 days of receiving an invoice and accounting for same.

18. IT IS UNDERSTOOD AND AGREED between the parties that subject to paragraph 10 above, any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee.

19. In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement.

20. The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Instrument of Grant or the registration of any Transfer of Land and the issuance of a Certificate of Title.
21. The Instrument of Grant hereby agreed to be issued shall expressly state that it is subject to the terms of this Agreement.
22. Any notice required or which may be given by one party hereto to the other shall be in writing, and may be sent by mail, postage prepaid, by personal delivery, or by facsimile copier transmission. Such notice shall, in the case of mailing, be deemed to have been received by the party to whom it is addressed on the third business day following such mailing, in the case of delivery on the date of such delivery, and in the case of facsimile copier transmission, on the first business day following the date of such transmission. Such notices shall be sent as follows:

In the case of Her Majesty to:

Health Canada  
510 Lagimodiere Boulevard  
Winnipeg, Manitoba  
R2J 3V1

Facsimile No.: 204-983-5547

and in the case of the Mint to:

Attention: Executive Director

Canadian Circulation Royal Canadian Mint  
320 Sussex Drive  
Ottawa, Ontario  
K1A 0G8

Facsimile No.: 613-220-4957

23. No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom.

24. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto, and their respective administrators, successors and assigns, whether legal or beneficial.

IN WITNESS WHEREOF, The Royal Canadian Mint and Her Majesty the Queen in right of Canada have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year hereinabove first written.

  
Witness

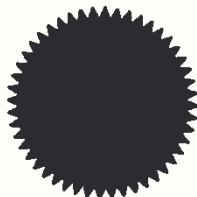
HER MAJESTY THE QUEEN IN  
RIGHT OF CANADA as represented  
by the Minister of Health

  
Per: Laurette Burch  
Regional Director General  
Manitoba Region

THE ROYAL CANADIAN MINT

  
Per: Ian E. Bennett  
President & CEO

  
Per: J. Marc Brûlé  
Vice-President of Finance  
& Administration and CFO



This is Schedule "A" to an Agreement between THE ROYAL CANADIAN MINT  
and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the  
Minister of Health dated the 13<sup>th</sup> day of December, 2011.

AGREEMENT  
between  
HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
as represented by the Minister of National Health and Welfare  
and  
THE ROYAL CANADIAN MINT  
dated November 30, 1988



COPY

AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA as represented by the Minister  
of National Health and Welfare (herein-  
after "Her Majesty"),

- and -

THE ROYAL CANADIAN MINT (hereinafter  
the "Mint").

WHEREAS the Mint is the owner of certain lands more parti-  
cularly described in Schedules 1 and 2 attached hereto and forming a  
part of this Agreement;

AND WHEREAS HER MAJESTY had offered to purchase a portion of  
those lands for the sum of \$198,400.00 (hereinafter the "purchase  
price"), which lands are more particularly described in Schedule 2  
attached hereto and forming a part of this Agreement, which offer was  
accepted by the Mint in writing on or about the 20th day of June,  
1986, and thereby became a binding agreement of purchase and sale;

AND WHEREAS it was one of the terms of that agreement that  
reciprocal rights-of-way and easements would be granted by the parties  
to each other for essential services and access over the lands des-  
cribed in Schedules 1 and 2;

AND WHEREAS the parties have now identified the type and  
location of the easements and rights-of-way necessary to allow each of  
them to have the full use and enjoyment of the lands described in  
Schedules 1 and 2;

NOW THEREFORE IN CONSIDERATION of payment of the sum of \$1.00  
and other good and valuable consideration, receipt of which is hereby  
acknowledged, the parties hereto agree as follows:

Transfer of Title

- (1) The Mint shall deliver to Her Majesty a duly executed transfer of Land which when registered shall result in issuance of title to the lands described in Schedule 2 in the name of Her Majesty, free and clear of all encumbrances, mortgages, liens, or charges whatsoever excepting only Carrot Nos. 25390, 248977, B2-21292, and B2-21413;

Payment of Purchase Price

- (2) Her Majesty shall forthwith register the aforesaid transfer of Land and upon the issuance of title in accordance with paragraph (1) aforesaid, shall forthwith pay to the Mint the purchase price as adjusted for any municipal taxes, assessments, local improvement charges or liens, or grants-in-lieu thereof;

Definitions

- (3) For the purposes of this agreement:

(a) the term, "easement" shall be defined to include an easement for the purposes of the installation, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, use and repair of a pipeline and such valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith together with the right of ingress and egress of the Grantee, its employees, agent, servants, officers, contractors, and sub-contractors for all purposes incidental to the grant in perpetuity, and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(b) the term, "right-of-way" means a free and uninterrupted right-of-way, ingress and egress for persons, vehicles, machinery and equipment in perpetuity including the right to build and maintain a road thereon or on such portions thereof on which no road presently exists, such construction to conform in dimensions and be constructed to the same standards as any existing road and subject to the specific terms and conditions mutually covenanted and agreed to by and between the Grantor and the Grantee;

(c) the term, "Grantor" shall refer to the party granting, conveying and transferring the right-of-way or easement and the term "Grantee" shall refer to the party receiving such grant, conveyance or transfer, and both terms, "Grantor" and "Grantee" shall include the successors and assigns of each of them;

(4) Easements from Her Majesty to the Mint

On registration by Her Majesty of the aforesaid transfer of Land, Her Majesty (which for the purposes of this paragraph shall be deemed the Grantor) shall cause Letters Patent to be issued to the Mint (which for the purposes of this paragraph shall be deemed the Grantee) granting and conveying an easement over, upon, through, and under the lands more particularly described in Schedule 2 (which for the purposes of this paragraph shall be deemed the "servient tenement") as appurtenant to the lands of the Mint more particularly described in Schedule "1" (which for the purposes of this paragraph shall be deemed to be the "dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,

(5) Easements from the Mint to Her Majesty

The Mint (which for the purposes of this paragraph shall be deemed the Grantor) shall and does hereby grant, convey and transfer to Her Majesty (which for the purposes of this paragraph shall be deemed the Grantee)

- (a) an easement over, upon, through, and under the lands more particularly described in Schedule 4 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the dominant tenement") for:

- (i) a sanitary sewer line,
- (ii) a water line,
- (iii) a storm sewer line,

- (b) a right-of-way over, upon, and through the lands more particularly described in Schedule 5 (which for the purposes of this sub-paragraph shall be deemed the "servient tenement") as appurtenant to the lands of Her Majesty more particularly described in Schedule "2" (which for the purposes of this sub-paragraph shall be deemed the "dominant tenement");

(6) IT IS UNDERSTOOD AND AGREED between the parties that HER MAJESTY shall have the right and easement to jointly use and to make all such connections with the Mint's sanitary sewer, storm sewer and water lines as are reasonably required to allow for joint use of the existing lines by HER MAJESTY and the MINT on the following conditions:

- (a) that such connections shall be in accordance with currently accepted engineering standards and in conformity with any applicable laws, by-laws, or ordinances (or which would otherwise apply if the land was not owned by "Her Majesty") though Her Majesty is not bound nor has she attorned to the said standards, laws, by-laws or ordinances by virtue of having conformed to them or by having referred to them in this Agreement;
- (b) that in respect of her usage and discharge into the Mint's sanitary sewer line Her Majesty shall comply with those provisions of City of Winnipeg By-Law No. 505/73, as amended from time to time, pertaining to standards of operation, filtering, screening, and discharge (both quality and quantity thereof) of, to, and from her sanitary sewer line, and any breach thereof will be deemed to be a breach of this agreement entitling the Mint to be paid such damages as are reasonably incurred as a result thereof, including third party claims, repair and replacement costs, damages for disruption and alternate sanitary sewer disposal arrangements or facilities necessitated thereby though Her Majesty is not bound nor has she attorned to the said By-Law or to any other laws, by-laws, or ordinances by virtue of having conformed to the standards set out therein or by having referred to them in this Agreement;
- (c) that Her Majesty shall have in place adequate drainage to prevent her land from draining onto the Mint's lands, but shall restrict the discharge from her storm sewer lines into the Mint's storm sewer line to a total of 14,184 CF/hour;

- (d) that HER MAJESTY shall separately meter the waterline at the connections with the Mint's waterline and shall be responsible for all readings and payment of all charges in respect of its usage and consumption;
- (e) that HER MAJESTY shall be responsible for all maintenance and repairs of its lines up to and including the point of connection with the Mint's lines;
- (f) that the MINT shall be responsible for all maintenance and repairs of its lines, although it is understood and agreed that if HER MAJESTY has given notice to the Mint of a problem requiring corrective action, and such problem has not been reasonably corrected within 16 hours of such notice having been communicated to the Mint, HER MAJESTY shall be deemed to be authorized by the Mint to take such corrective action as is reasonably required to correct the problem including entering onto the Mint's lands and the Mint shall be required to indemnify Her Majesty in respect of any costs reasonably incurred;
- (g) that Her Majesty shall not discharge or allow to be discharged into the storm or sanitary sewer lines of the Mint any inflammable explosive or corrosive gas or substance, tar or oil, acid or alkali or deleterious amounts of grease or chemical compounds (liquid, solid or gaseous), anything designated as hazardous chemicals or radioactive substances in any form whatsoever;
- (7) IT IS UNDERSTOOD AND AGREED between the parties that they shall each contribute equally to the cost of maintaining, clearing snow and ice, and keeping in good repair the right-of-way granted pursuant to paragraph 5(b) herein, with the Mint assuming primary responsibility and Her Majesty agreeing to contribute one-half of the costs reasonably attributable thereto within 30 days of receiving an invoice and accounting for same;
- (8) IT IS UNDERSTOOD AND AGREED between the parties that the easements and right-of-way hereby granted, insofar as may be deemed necessary by the Grantor, are to be used in common with the Grantor in perpetuity;
- (9) IT IS UNDERSTOOD AND AGREED between the parties that in respect of the easements and right-of-way granted herein:
  - (a) the Grantor covenants with the Grantee that it will not excavate, drill, install, erect, or permit the excavation, drilling, installing or erecting of any pit, well, foundation, building or structure, nor lay or install any asphalt, concrete or other surfacing material in upon, or over the said lands, excepting only in respect of the right-of-way hereinbefore referred to at paragraph 5(b), without the consent in writing of the Grantee first being had and obtained;

- (b) the Grantee covenants that it shall indemnify and save harmless the Grantor from and against all claims, actions, causes of action, loss, expense, or damage whatsoever that the Grantor may suffer or be put to by reason of anything done or not done by the Grantee in the exercise of any of the rights and privileges herein granted;
- (c) the Grantee shall at all times fully compensate the Grantor for any and all loss or damage suffered or sustained by the Grantor by reason of or arising from the exercise or purported exercise by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them of any of the rights or privileges herein granted or conveyed including damage to any portion of the Grantor's lands excepting only such damage as is incidental to the use of the servient tenement as more particularly set out herein, or to any building structure, fence, tree, or shrub thereon and also including any damage or injury suffered or sustained by the Grantor by reason of or arising from any failure by the Grantee, its officers, servants, agents, employees, contractors, or sub-contractors, or any some or all of them to fulfill any obligation of the Grantee hereunder;
- (d) the Grantee covenants that it, will both during the continuance and after discontinuance of the use of the right-of-way or easements and the exercise of the rights hereby granted, so far as may be practicably to do so, forthwith restore the Grantor's lands to such condition they were in prior to any entry thereon by the Grantee, excepting only in respect of the Grantor's lands affected by the right-of-way hereinbefore referred to at paragraph 5(b);
- (e) they shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of, the successors and assigns of the Grantor and Grantee respectively, and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require;
- (f) the Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation, or interruption on the part of the Grantor, or of any person, firm, or corporation claiming by, through, under or in trust for the Grantor;
- (g) notwithstanding any rule of law or equity the pipe (which term shall include all pipelines, fittings, valves, connections, meters and all other equipment and appurtenances brought onto, laid, or erected upon or buried in or under the said right-of-way by the Grantee), shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Company, its successors and assigns;

(h) the Grantee shall at all times keep and maintain its lines in good and safe repair and in such condition that will at all times enable water and sewage to pass safely therein and without any risk of escape;

(i) the easements for pipelines shall be 5.0 metres in width and the Grantee shall have the right of free and unimpeded ingress to and egress from the easement lands over and upon lands adjoining the easement lands which are now or hereafter may be owned by the Grantor insofar as ingress and egress cannot conveniently be had from the easement lands on the giving of reasonable notice to the Grantor of its intention to so enter onto the Grantor's lands;

(10) HER MAJESTY will be responsible for all municipal taxes, charges or levies, and payment of any grant-in-lieu thereof in respect of the lands referred to in Schedules "2" and "5" from the 30th day of July, 1986, as follows:

(a) Schedule 2 - 100%;

(b) Schedule 5 - 50%, with the Mint assuming primary responsibility, and Her Majesty agreeing to contribute her share within 30 days of receiving an invoice and accounting for same;

(11) IT IS UNDERSTOOD AND AGREED between the parties that any easement herein agreed to be granted shall be deemed to be subject to any prior easements, and it shall be the Grantee's obligation to obtain such consents or permissions as may be required from any prior easement holders to permit the exercise of the rights herein agreed to be granted, it being further understood the Grantor shall provide all such information in respect of prior grants of easements to the Grantee;

(12) In the event that the sewer or water mains or lines or any part thereof are ever abandoned by the Grantee or the easements hereby agreed to be granted and conveyed are ever surrendered or extinguished, the Grantor may require the Grantee at its entire expense to remove the said mains or lines or the part thereof affected by such abandonment, surrender or extinction, and the Grantee shall fully comply with every such requirement;

(13) The doctrine of merger shall not apply hereto and the easements, right-of-way, and the terms of this Agreement shall remain in full force and effect notwithstanding the issue of any Letters Patent or the registration of any transfer of land and the issuance of a Certificate of Title;

(14) The Letters Patent hereby agreed to be issued shall expressly state that they are subject to the terms of this Agreement;

(15) All notices or other communications hereunder or pertaining hereto may be given by registered letter addressed in the case of Her Majesty to:

Health and Welfare Canada  
510 LaSalle Boulevard  
Winnipeg, Manitoba  
R2J 3Y1

and in the case of The Mint to:

The Royal Canadian Mint  
520 LaSalle Boulevard  
Winnipeg, Manitoba  
R2J 3E7

or at such other addresses as the parties may respectively designate in writing to the other and any such notice or other communication shall be deemed to have been given to and received by the addressee seven (7) days after the mailing thereof in Canada, postage prepaid and registered.



(16) No member of the House of Commons shall be admitted to any share or any part of this Agreement or to any benefit arising or to arise therefrom;

IN WITNESS WHEREOF the parties have hereunto caused this agreement to be executed by their duly authorized officers in that behalf this 30<sup>th</sup> day of November 1987

ROYAL CANADIAN MINT

per: Maurice Lapointe  
Master and President of the  
Royal Canadian Mint

per: J. P. ...  
Vice-President  
Administration and Finance

HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA as represented by the  
Minister of National Health and  
Welfare

per: ...  
per: ...

...COPY

SCHEDULES 1, 2, 3, 4 and 5 ATTACHED TO AND FORMING PART OF AN AGREEMENT dated the 5th day of November, 1988.

SCHEDULE 1

All those portions of Lots Two Hundred and Twenty-three, Two Hundred and Twenty-four, Two Hundred and Twenty-five, Two Hundred and Forty-two, Two Hundred and Forty-three, and Two Hundred and Forty-four, which lots are shown on a Plan of Survey of part of the Roman Catholic Mission Property, in Manitoba, registered in the Winnipeg Land Titles Office as No. 433, shown as Parcel "B" on a plan filed in the said office as No. 12374.

Excepting thereout Parcel "A", Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 2

Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

SCHEDULE 3

All that portion of Parcel A, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 4

All that portion of Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property and Parcel B, Plan 12374, Winnipeg Land Titles Office, in Lots 224, 242 and 243, Roman Catholic Mission Property contained within the limits of Plan No. 22325.

SCHEDULE 5

Parcel B, Plan 19704, Winnipeg Land Titles Office, in Lot 224, Roman Catholic Mission Property.

These are Schedules "B" through "J" inclusive to an Agreement between THE ROYAL CANADIAN MINT and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Health, dated the 13<sup>th</sup> day of December, 2011.

Schedule "B" – Canada parking lands

Parcel B Plan 52317 WLTO (Deposit Plan 0581-2011 WLTO)  
in Lot 224 Roman Catholic Mission Property

Schedule "C" – Mint plant lands

Parcel D Plan 52317 WLTO (Deposit Plan 0581-2011 WLTO)  
in Lot 224 Roman Catholic Mission Property

Schedule "D" – new Canada lands (Also legal description of dominant tenement for Right-of-Way from Mint to Canada)

Parcels B and C, Plan 52317 WLTO (Deposit Plan No. 0581-2011)  
in Lot 224 Roman Catholic Mission Property

Schedule "E" – new Mint lands

FIRSTLY: Parcel 2 Plan 12216 WLTO; Except Plan 23204  
WLTO in Lots 222, 223, 224, 225, 242, 243, 244 and  
245 Roman Catholic Mission Property

SECONDLY: Parcel B Plan 19704 WLTO in Lot 224 Roman  
Catholic Mission Property and

THIRDLY: Parcels A, D and E, Plan 52317 WLTO  
(Deposit Plan No. 0581-2011)  
in Lots 222, 223, 224, 225, 242, 243, 244 and 245  
Roman Catholic Mission Property

Schedule "F" – Legal description of servient tenement for sanitary sewer and water line easement from Her Majesty in favour of the Mint

All that portion of Parcel C, Plan \_\_\_\_\_ WLTO (Deposit Plan  
No. 0581-2011) in Lot 224 Roman Catholic Mission Property  
contained within the limits of Plan No. 22325

Schedule "G" – Legal description of dominant tenement for sanitary sewer and water line easement from Canada to the Mint (part of the New Mint Lands)

SECONDLY: Parcel B Plan 19704 WLTO in Lot 225 Roman Catholic Mission Property and

THIRDLY: Parcels A and D, Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 222, 223, 224, 225, 242, 243, 244 and 245 Roman Catholic Mission Property.

Schedule "H" – Legal description of servient tenement of sanitary sewer, storm sewer, and water line easement from the Mint to Canada

All that portion of Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property and Parcels A & D Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lots 224, 242 and 243 Roman Catholic Mission Property contained within the limits of Plan No. 22325.

Schedule "I" – Legal description of dominant tenement for sanitary sewer, water, and storm sewer from the Mint to Canada (part of the New Canada Lands)

Parcel C Plan 52317 WLTO (Deposit Plan No. 0581-2011) in Lot 224 Roman Catholic Mission Property

Schedule "J" – Legal description of servient tenement for ROW from the Mint to Canada

Parcel B Plan 19704 WLTO in Lot 224 Roman Catholic Mission Property