

STATUS OF TITLE

Title Number **2861313/4**
Title Status **Accepted**
Client File **Dashevsky**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

RHONDA DASHEVSKY AND STANLEY DASHEVSKY

ARE REGISTERED OWNERS SUBJECT TO SUCH ENTRIES RECORDED HEREON
IN THE FOLLOWING DESCRIBED LAND:

SECTION 11-8-2 WPM
EXCEPTING THEREOUT
FIRSTLY: PUBLIC DRAIN PLAN 839 MLTO (C DIV)
SECONDLY: OUT OF THE N 1/2 AND SE 1/4 - WATER CONTROL WORKS
PLAN 1806 MLTO
THIRDLY: ALL MINES AND MINERALS AS RESERVED IN THE ORIGINAL GRANT
FROM THE CROWN

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

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **33718C/4**
Instrument Status: **Accepted**

**Please note we are working on
discharging this registration*

Registration Date: 1950-01-09
From/By: MAURICE DASHEVSKY
To:

Amount:
Notes: AFF: 1/2 INTEREST
Description: No description

3. ADDRESSES FOR SERVICE

RHONDA DASHEVSKY
#19-4800 TRIMARAN DR.
RICHMOND BC
V7E 4Y7

STANLEY DASHEVSKY
81 GLAMORGAN DR. SW
CALGARY AB
T3E 4Z3

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Morden

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1559219/4 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	Transfer Of Land
Registration Number:	1217775/4
Registration Date:	2016-09-12
From/By:	ELEANOR DOROTHY DASHEVSKY
To:	RHONDA DASHEVSKY AND STANLEY DASHEVSKY
Consideration:	\$908,035.90

10. LAND INDEX

NE 11-8-2W
EX PLANS 839 & 1806 EX M & M

NW 11-8-2W
EX PLANS 839 & 1806 EX M & M

SE 11-8-2W
EX PLANS 839 & 1806 EX M & M

SW 11-8-2W
EX PLAN 839 EX M & M

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 2861313/4

Property Assessment Report

Municipality: 146 - RM OF MACDONALD **Roll No:** 219500.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 151.43 ACRES
Legal Description: DESC NW11-8-2W **Civic Address:**
School Division: RED RIVER VALLEY **Community Area:** R M OF MACDONALD **Ward:** 5

Certificate of Title / Land Title Office:

2861313 / MORDEN

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	659,600	-	659,600
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	639,600	-	639,600
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	639,600	-	639,600
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	613,000	-	613,000
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	613,000	-	613,000
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	613,000	-	613,000
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	546,400	-	546,400
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	546,400	-	546,400
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	453,100	-	453,100
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	453,100	-	453,100
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	239,900	-	239,900
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	239,900	-	239,900
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	205,600	-	205,600
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	205,600	-	205,600
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	146,900	-	146,900
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	146,900	-	146,900
2009	2003	FARM PROPERTY	TAXABLE	122,200	-	122,200
2008	2003	FARM PROPERTY	TAXABLE	122,200	-	122,200

Property Assessment Report

Municipality: 146 - RM OF MACDONALD **Roll No:** 219400.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 154.10 ACRES
Legal Description: DESC NE11-8-2W **Civic Address:**
School Division: RED RIVER VALLEY **Community Area:** R M OF MACDONALD **Ward:** 5

Certificate of Title / Land Title Office:

2861313 / MORDEN

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	694,200	-	694,200
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	673,100	-	673,100
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	673,100	-	673,100
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	645,100	-	645,100
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	645,100	-	645,100
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	645,100	-	645,100
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	574,900	-	574,900
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	574,900	-	574,900
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	476,800	-	476,800
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	476,800	-	476,800
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	252,400	-	252,400
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	252,400	-	252,400
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	215,700	-	215,700
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	215,700	-	215,700
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	154,300	-	154,300
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	154,300	-	154,300
2009	2003	FARM PROPERTY	TAXABLE	128,900	-	128,900
2008	2003	FARM PROPERTY	TAXABLE	128,900	-	128,900

Property Assessment Report

Municipality: 146 - RM OF MACDONALD **Roll No:** 219700.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 160.00 ACRES
Legal Description: SW11-8-2W **Civic Address:**
School Division: RED RIVER VALLEY **Community Area:** R M OF MACDONALD **Ward:** 5

Certificate of Title / Land Title Office:

2861313 / MORDEN

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	736,600	21,500	758,100
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	714,200	21,800	736,000
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	714,200	21,800	736,000
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	684,500	22,000	706,500
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	684,500	22,000	706,500
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	684,500	22,000	706,500
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	610,100	20,000	630,100
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	610,100	20,000	630,100
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	505,900	20,000	525,900
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	505,900	20,000	525,900
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	267,800	19,400	287,200
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	267,800	19,400	287,200
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	228,500	17,500	246,000
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	228,500	17,500	246,000
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	163,400	18,200	181,600
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	163,400	18,200	181,600
2009	2003	FARM PROPERTY	TAXABLE	136,800	15,900	152,700
2008	2003	FARM PROPERTY	TAXABLE	136,800	15,900	152,700

Property Assessment Report

Municipality: 146 - RM OF MACDONALD **Roll No:** 219600.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 156.56 ACRES
Legal Description: DESC SE11-8-2W **Civic Address:**
School Division: RED RIVER VALLEY **Community Area:** R M OF MACDONALD **Ward:** 5

Certificate of Title / Land Title Office:

2861313 / MORDEN

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	713,000	-	713,000
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	691,400	-	691,400
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	691,400	-	691,400
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	662,600	-	662,600
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	662,600	-	662,600
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	662,600	-	662,600
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	590,500	-	590,500
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	590,500	-	590,500
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	489,700	-	489,700
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	489,700	-	489,700
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	259,300	-	259,300
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	259,300	-	259,300
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	223,600	-	223,600
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	223,600	-	223,600
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	159,800	-	159,800
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	159,800	-	159,800
2009	2003	FARM PROPERTY	TAXABLE	133,600	-	133,600
2008	2003	FARM PROPERTY	TAXABLE	133,600	-	133,600

STATUS OF TITLE

Title Number **2861464/1**
Title Status **Accepted**
Client File **Dashevsky**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

RHONDA DASHEVSKY AND STANLEY DASHEVSKY

ARE REGISTERED OWNERS SUBJECT TO SUCH ENTRIES RECORDED
HEREON IN THE FOLLOWING DESCRIBED LAND:

PARCEL 1: S 1/2 OF NE 1/4 30-7-1 WPM
EXC WATER CONTROL WORK PLAN 9577 WLTO
SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED
IN THE GRANT FROM THE CROWN

PARCEL 2: ALL THAT PORTION OF SE 1/4 30-7-1 WPM
WHICH LIES TO THE NW OF THE NORTHWESTERN LIMIT OF
RIGHT-OF-WAY AND STATION GROUNDS ON RAILWAY PLAN 6646 WLTO
EXC WATER CONTROL WORK PLAN 9577 WLTO
SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED
IN THE GRANT FROM THE CROWN

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

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **164796/1**
Instrument Status: **Accepted**

Registration Date: 1956-02-29
From/By: MANITOBA POWER COMMISSION
To:

Amount:
Notes: S50'OF N747'OF E50' SW1/4
Description: No description

Instrument Type: **Miscellaneous**
Registration Number: **H69794/1**
Instrument Status: **Accepted**

Registration Date: 1968-02-26
From/By: MANITOBA HYDRO
To:

Amount:
Notes: AFF: PART OF SE 1/4
Description: NOTICE OF EXPROPRIATION OF RIGHTS

Instrument Type: **Caveat**
Registration Number: **84-81901/1**
Instrument Status: **Accepted**

Registration Date: 1984-09-06
From/By: MANITOBA TELEPHONE SYSTEM
To:

Amount:
Notes: AFF: SLY 40' OF SE 1/4
Description: No description

Instrument Type: **Caveat**
Registration Number: **1635610/1**
Instrument Status: **Accepted**

Registration Date: 1993-01-15
From/By: THE MANITOBA TELEPHONE SYSTEM
To:

Amount:
Notes: AFF WTH LTS ROW PL 29180
Description: EASEMENT

Instrument Type: **Caveat**
Registration Number: **1882581/1**
Instrument Status: **Accepted**

Registration Date: 1995-02-02
From/By: THE RURAL MUNICIPALITY OF MACDONALD
To: JAMES DIXON (AGENT)

Amount:
Notes: No notes
Description: RIGHT-OF-WAY IN PERPETUITY FOR WATER LINE

Instrument Type: **Caveat**
Registration Number: **2218537/1**
Instrument Status: **Accepted**

Registration Date: 1997-12-18
From/By: MTS NETCOM INC.
To:

Amount:
Notes: ELY 12 METRES PERP
Description: EASEMENT

Instrument Type: **Caveat**
Registration Number: **2658791/1**
Instrument Status: **Accepted**

Registration Date: 2001-11-09
From/By: MTS COMMUNICATIONS INC.
To:

Amount:
Notes: PART PCL 1
Description: EASEMENT - RIGHT OF WAY

Instrument Type: **Caveat**
Registration Number: **5352360/1**
Instrument Status: **Accepted**

Registration Date: 2021-10-06
From/By: H.M. THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA
To:

Amount:
Notes: Parcel 2
Description: Agreement of Purchase and Sale of Land

3. ADDRESSES FOR SERVICE

RHONDA DASHEVSKY
19-4800 TRIMARAN DR
RICHMOND BC
V7E 4Y7

STANLEY DASHEVSKY
81 GLAMORGAN DR SE
CALGARY AB
T3E 4Z3

4. TITLE NOTES

LAND TITLES HAS CONFIRMED WITH THE LAWYER FOR THE TRANSFEREES THAT
TITLE IS TO ISSUE AS TENANTS IN COMMON

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1386104/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: **Transfer Of Land**
Registration Number: **4764644/1**

Registration Date: 2016-09-13
From/By: ELEANOR DOROTHY DASHEVSKY
To: RHONDA DASHEVSKY AND STANLEY DASHEVSKY
Consideration: \$236,612.10

10. LAND INDEX

NE 30-7-1W
S 1/2 EX WCW PL 9577 EX RES

SE 30-7-1W
PART EX WCW PL 9577 EX RES

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 2861464/1

The Real Property Act

J. George Arthur Wrighton
of the City of Winnipeg

in the Province of Manitoba, Secretary of The Manitoba Power Commission, make oath and say as follows:

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

Sworn before me at the City
of Winnipeg,
in the Province of Manitoba,
this 23rd day of February
A.D. 1956.

D.R. Knighton

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF MANITOBA
MY COMMISSION EXPIRES NOVEMBER 12TH 1957

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

George Arthur Wrighton

The Real Property Act

**THE MANITOBA POWER
COMMISSION**

VS.

JACOB DASHESKY

**Caveat Forbidding
Registration**

LAND TITLES OFFICE WINNIPEG, MAN.	FEB 20 1956
D.L. No. 10225	3.00

MANITOBA POWER COMMISSION
MICRO-FILMED

NO. 164796
BY *George Arthur Wrighton*
Commissioner
TO BE FILED IN THIS INSTRUMENT
IN THE LAND TITLES OFFICE
WINNIPEG, MANITOBA
THIS 23rd DAY OF FEBRUARY
1956
AT 139
750691
Wrighton

W.A.

The Real Property Act

To the District Registrar of the Land Titles District of Winnipeg

Take Notice that THE MANITOBA POWER COMMISSION

claims an equitable estate or interest in an estate, in fee simple, in possession in the undermentioned land by virtue of an Agreement in writing, dated the 31st day of

January A.D. 1956, made between the said THE MANITOBA POWER COMMISSION and JACOB DASHEVSKY

~~XXXXXX~~ of Brunkild Post Office in Manitoba,
Farmer

a true and correct copy of which said Agreement is hereto attached, granting a free and uninterrupted Right-of-Way or Easement, in, over and upon, and use of the said undermentioned land, which is described as follows:

In the Province of Manitoba, and being composed of ~~about~~ approximately

The most Southerly fifty (50) feet in perpendicular depth of the most Northerly seven hundred and forty-seven (747) feet in perpendicular depth of the most Easterly fifty (50) feet in perpendicular width of the Southeast quarter of Section Thirty, Township Seven, Range One West of the principal meridian in Manitoba subject to the reservations and provisos contained in the grant from the Crown.

To be used for the purpose of a transmission line.

Address of Registered Owner
Brunkild Post Office, Manitoba.

standing in the Register in the name of Jacob Dashevsky

~~XXXXXX~~ of Brunkild Post Office in Manitoba,
Farmer,

, and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest unless such instrument be expressed to be subject to its claim.

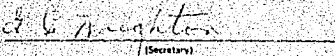
It appoints the office of The Manitoba Power Commission, Winnipeg, Manitoba, as the place at which notices and proceedings relating hereto may be served.

Dated this 23rd day of February one thousand nine hundred and fifty-six

Signed in the presence of

THE MANITOBA POWER COMMISSION


(General Manager)


(Secretary)

THE MANITOBA POWER COMMISSION

RIGHT-OF-WAY AGREEMENT

Section 106A R.P.A.

THIS AGREEMENT made in triplicate this 31st day of January
A.D. Nineteen Hundred and Fifty-Six

BETWEEN:

JACOB DASHEVSKI

of Brunkild Post Office in Manitoba, Farmer

hereinafter called
THE PARTY OF THE FIRST PART

— and —

THE MANITOBA POWER COMMISSION,

hereinafter called
THE PARTY OF THE SECOND PART

IN CONSIDERATION of the sum of 0112 Dollars (\$ 1.00)
now paid to the party of the first part by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part hereby grants to the party of the second part, on, from and after the 31st day of January A.D. Nineteen Hundred and Fifty-six, the free and uninterrupted right-of-way and license in, over, and upon, and use of the following land, namely:

The most Southerly fifty (50) feet in perpendicular depth of the most Northerly seven hundred and forty-seven (747) feet in perpendicular depth of the most Easterly fifty (50) feet in perpendicular width of the Southeast quarter of Section Thirty, Township seven, Range one West of the principal meridian in Manitoba subject to the reservations and provisos contained in the grant from the Crown.

To be used for the purpose of a transmission line.

for the purpose of erecting, maintaining, keeping, having and making additions to an electric transmission line or lines including all necessary appurtenances thereto with power of ingress, egress, way and passage thereon and thereof at all times to and for the Manitoba Power Commission, its agents, tenants, servants, workmen, personnel, vehicles and equipment for erecting, inspecting, repairing, maintaining, removing, or making any addition to the said electric transmission lines, together with the right to cut or trim any trees upon the said land that in the opinion of the party of the second part interferes with, or is likely to interfere with the said electric transmission lines or any part thereof.

THIS AGREEMENT shall remain in full force and effect until cancelled by the party of the second part as herein provided. The party of the second part may cancel this agreement by giving to the party of the first part ninety (90) days notice in writing of its intention to cancel the same and upon the expiration of ninety days after such notice is given the said agreement shall terminate and be at an end; and, subject to the next succeeding paragraph, all rights conferred and all liabilities imposed or assumed hereby shall cease and be at an end; said notice may be given by registered mail addressed to the party of the first part at his last known address, and it shall be conclusively presumed that such notice was received the day following the day of mailing.

THE PARTY of the second part covenants and agrees to remove its electric transmission lines and all poles and wires connected therewith from the above described land within a reasonable time after the termination of the said agreement.

IT IS MUTUALLY understood and agreed that the party of the second part shall not assume nor be liable for any taxes, nor, subject to the next succeeding paragraph, shall it be responsible for or be under any liability with respect to any damage to person or property caused directly or indirectly to the party of the first part by virtue of the erection, maintenance, repair or removal of said transmission line or lines, or any work done in connection therewith except by reason or negligence on the part of its agents, servants, or employees.

NOTWITHSTANDING the provisions of the last preceding paragraph, the party of the second part covenants and agrees to repair any damage to fences of the party of the first part occasioned by its agents, servants, or employees, and to assume responsibility for any crop damage caused to the party of the first part occasioned by its agents, servants or employees, such crop damage to be settled by mutual agreement or by arbitration.

Address of the Grantee is:

THE MANITOBA POWER COMMISSION,

6th floor—Canada Building, Winnipeg, Manitoba.

Bill

A. B. 195

JACOB DABEVSIC

TO

THE MANTOBA POWER COMMISSION

Right of Way

Agreement

Sec. 106A R.P.A.

Cert. of Title No. 750691

THIS AGREEMENT shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

THE MANITOBA POWER COMMISSION

W. A. Talbot
General Manager

Witness

E. J. Houghton
Secretary

J. M. McInnis
Witness

Jacob Dashevsky

Witness

To be signed by wife when husband gives grant relative to homestead and by husband when wife gives grant relative to homestead.

I, **BESSIE DASHEVSKY** the **WIFE** of **Jacob Dashevsky** the grantor named in the grant within written hereby consent to the making of the same by **HIM**.
DATED this **31st** day of **JANUARY** A.D. 19**56**

WITNESS *J. M. McInnis*
The above consent was acknowledged before me by **BESSIE DASHEVSKY**, wife of **JACOB DASHEVSKY**, apart from her husband, to have been voluntarily executed by her of her own free will and accord and without any compulsion on the part of her husband. She has further acknowledged that she is aware of the nature and effect of the same.
DATED AT THE VILLAGE OF **BRUNRIED** in the Province of Manitoba this **31st** day of **JANUARY** A.D. 19**56**

Required when wife consents to grant relative to homestead.

William McCarty Brown McInnis
A Commissioner for Oaths in and for the Province of Manitoba. My Commission expires

CANADA, PROVINCE OF MANITOBA, TO WIT: } I

For witness when husband releases.

of the _____ of _____ in the Province of Manitoba, _____ make oath and say:
1. That I was personally present and did see _____ execute his consent to the within grant and he is of the full age of twenty-one years.
2. That I know the said _____ and he is of the full age of twenty-one years.
3. That the said consent was executed at aforesaid and that I am a subscribing witness thereto.

SWORN before me at the _____ of _____ in the Province of Manitoba, this _____ day of _____, 19**56**

A Commissioner for Oaths in and for the Province of Manitoba. My Commission expires _____

RECORDED IN THE OFFICE OF THE REGISTRAR OF DEEDS AT WINDYBUSH, MANITOBA, CANADA, ON THE 15th DAY OF FEBRUARY, 1956.

CANADA,
PROVINCE OF MANITOBA,
TO WIT:

I, Jacob Dashevsky

of Brunkild Post Office

in the Province of Manitoba, Farmer ~~formerly~~ make oath and say:

1. That I am ~~(born)~~ the within named Grantor and that I am of the full age of twenty-one years.
2. That I am ~~currently~~ the ~~registered~~ registered owner of the within described lands.
3. That I have no ~~wife~~ ^{husband}
4. That the person who consents as wife to the Instrument within written is the wife of ~~(one of)~~ the Grantor(s).
Jacob Dashevsky
5. ~~That the person who consents as husband to the Instrument within written is the husband of the Grantor(s).~~
6. ~~That my consent to the husband of my wife is given freely.~~
7. ~~That my consent to the husband of my wife is given freely.~~
8. That no part of the land referred to in the Instrument within written is or ever has been the homestead of "The Dower Act".

- (3) when grantor is not married.
- (4) when wife consents to grant.
- (5) when husband consents to grant.
- (6) to be completed by wife when husband is Co-grantor.
- (7) to be completed by husband when wife is Co-grantor.
- (8) when land is not homestead.

~~(Solely)~~ SWORN before me at the Village of Brunkild in the Province of Manitoba, this 31st day of January A.D. 1956

Jacob Dashevsky

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF MANITOBA BY COMMISSION EXPIRES APRIL 17TH 1956

Sheldon Macaulay Downie Muir
A Commissioner for Oaths in and for the Province of Manitoba. My Commission expires _____

CANADA,
PROVINCE OF MANITOBA,
TO WIT:

I, William Macaulay Downie Muir

of the Municipality of St. James

in the Province of Manitoba, Salesman make oath and say:

1. That I was personally present and did see the within named grantor execute the within grant.
2. That I know the said Jacob Dashevsky and am satisfied that he is of the full age of twenty-one years.
3. That the said grant was executed at VILLAGE OF BRUNKILD IN THE PROVINCE OF MANITOBA and that I am a subscribing witness thereto.

SWORN before me at the City of Winnipeg in the Province of Manitoba, this 17th day of February A.D. 1956

Sheldon Macaulay Downie Muir

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF MANITOBA BY COMMISSION EXPIRES APRIL 17TH 1956

W. D. Muir
A Commissioner for Oaths in and for the Province of Manitoba. My Commission expires _____

For witness to signature of owner.

H69794

Notice of Expropriation

Reg. Feb. 26, 1934 9:23

Notice of Expropriation

Feb. 26 1968

Man. Hydro

No. *H 69794*

9:23

Section

Township 7

Range 1 West

19

NE

A 26250

30

SE

750691

IN THE MATTER OF:

The Manitoba Hydro Act
S.M. 1961, Chapter 28

AND IN THE MATTER OF:

The Expropriation Act
S.S.M. 1954, Chapter 78

TO: The District Registrar
Land Titles Office
Winnipeg, Manitoba

NOTICE OF EXPROPRIATION

TAKE NOTICE that pursuant to the relevant provisions of the Manitoba Hydro Act and The Expropriation Act, and with the approval of the Lieutenant-Governor-in-Council, as given by Order-in-Council No. 10478, certified copy of which is attached hereto, The Manitoba Hydro-Electric Board hereby expropriates a limited estate, rights, licenses and easements hereinafter described, namely: rights, licenses and easements to enter upon and use, construct, operate, maintain, repair, inspect, patrol (including aerial patrol), alter and/or remove an electric power transmission line and related equipment and facilities on, over, under and through the lands hereinafter described, namely:

Parcel I: All that portion of the Southeast Quarter of Section 30, in Township 7 and Range 1, West of the Principal Meridian in Manitoba, which lies between the Northwestern limit of the land taken for the Right-of-way and Station Grounds of the Morden and North-western Railway as shown on a Plan filed in the Winnipeg Land Titles Office as No. 658, and a line drawn Northwest of, parallel with and perpendicularly distant 80 feet from the said Northwestern limit. Subject to the reservations and provisions contained in the Grant from the Crown.

Parcel II: All that portion of the Northeast Quarter of Section 19, in Township 7 and Range 1, West of the Principal Meridian in Manitoba, lying between two lines drawn West of, parallel with and perpendicularly distant 70 feet and 150 feet respectively from the Western limit of the Right-of-way of the Morden and North-western Railway, as same is shown on a Plan filed in the Winnipeg Land Titles Office as No. 658, and Northeasterly of a line drawn Northwesterly from a point on the said Western limit distant Southwesterly thereon 300 feet from the Northern limit of said quarter section, to a point on the said Northern limit distant Westerly thereon 300 feet from the said Western limit.

DATED at Winnipeg, Manitoba, this 21st day of February, 1968.

THE MANITOBA HYDRO-ELECTRIC BOARD

Per:


General Manager


Secretary

At Government House in the City of Winnipeg
19th day of January A.D. 1968
APPROVED AND ORDERED this

[Signature]
ADMINISTRATOR
of Lieutenant-Governor

In the Executive Council Chamber, Winnipeg

The 19th day of January A.D. 1968.

PRESENT

- | | | |
|--------------------|---------|---------------|
| The Honourable Mr. | WEIR | in the Chair. |
| Mr. | EVANS | |
| Mr. | MCLEAN | |
| Mr. | LYON | |
| Mr. | JOHNSON | |
| Mr. | WITNEY | |
| Mr. | FORBES | |
| Mr. | SPIVAK | |
| Mr. | ENNS | |
| Mr. | CRAIK | |
| Mr. | | |

JAN 19 1968
106

ON MATTERS OF STATE

To His Honour the ^{ADMINISTRATOR} Lieutenant-Governor-in-Council
The undersigned, the Minister of Public Utilities

submits for approval of Council a report setting forth that:

WHEREAS Paragraph (b) of Section 16 of The Manitoba Hydro Act Statutes of Manitoba, 1961, Chapter 28, provides as follows:

- "16. With the approval of the Lieutenant-Governor-in-Council the Corporation may
 - (b) without the consent of the owner or persons interested therein, acquire, take and expropriate land;"

AND WHEREAS sub-section (e) of Section 2 of said Act provides as follows:

- "2. In this Act,
 - (e) "land" means real property of whatsoever nature or kind and includes tenements, hereditaments, and appurtenances, leaseholds, and any estate, term, easement, right or interest in, to, over, under or affecting land, including rights-of-way, and waters, water rights, water powers and water privileges;"

AND WHEREAS Section 19 of said Act provides as follows:

- "19. Any exercise by the Corporation with the approval of the Lieutenant-Governor-in-Council, of the power conferred upon the Corporation to acquire, take and expropriate any land without the consent of the owner or persons interested therein, shall be conclusively deemed an acquisition and expropriation by Her Majesty of land required for a public work or public purpose of the government and The Expropriation Act applies, mutatis mutandis, to any such expropriation; and in respect of any such expropriation the Board has the powers conferred upon, and shall discharge the obligations imposed upon the Minister under Part I of The Expropriation Act, and in any such case the Corporation shall be substituted for the Crown."

AND WHEREAS Sub-section (1) of Section 54 of said Act provides as follows:

- "54. (1) Any direction made, authority granted, or approval given to the Corporation or the Board by the Lieutenant-Governor-in-Council, may be in general terms."

AND WHEREAS the rights, licenses and easements hereinafter described are required by The Manitoba Hydro-Electric Board (being the Corporation referred to in said Act) as part of a right-of-way for an electric power transmission line.

THEREFORE he, the Minister, recommends:

THAT the acquisition by The Manitoba Hydro-Electric Board of the rights, licenses and easements to enter upon and use, construct, operate, maintain, repair, inspect, patrol (including aerial patrol), alter and/or remove an electric power transmission line and related equipment and facilities on, over, under and through the land described in Schedule "A" hereto by purchase, lease, license or expropriation without the consent of the owners, or persons interested therein, be approved:

Submitted and Recommended

Simon E. McLean

Minister of Public Utilities

Upon consideration of the foregoing report and recommendation Council advises that it be done as recommended by the Honourable the Minister of Public Utilities; and His Honour the Lieutenant-Governor-in-Council is pleased to approve the said report and recommendation and doth order accordingly.

President of the Council
or
Presiding Member of the Executive Council.

Derek Bedson
Clerk of the Executive Council

SCHEDULE "A"

DESCRIPTION of the lands which The Manitoba Hydro-Electric Board requires as right-of-way for an electric power transmission line.

Parcel 1: All that portion of the East-Half of the Northwest Quarter of Section 23, in Township 9 and Range 3, East of the Principal Meridian in Manitoba, taken for the Right-of-Way of a Power Transmission Line as the same is shown bordered pink on a Plan of Survey made by Mr. J. M. Stewart, of the City of St. Boniface, Manitoba Land Surveyor, and sworn to by him on the 1st day of December, 1967.

Parcel 2: All that portion of the Southeast Quarter of Section 22, in Township 9 and Range 1, East of the Principal Meridian in Manitoba, taken for the Right-of-Way of a Power Transmission Line as the same is shown bordered pink on a Plan of Survey made by Mr. J. M. Stewart, of the City of St. Boniface, Manitoba Land Surveyor, and sworn to by him on the 1st day of December, 1967.

Parcel 3: All that portion of the Southeast Quarter of Section 30, in Township 8 and Range 1, East of the Principal Meridian in Manitoba, taken for the Right-of-Way of a Power Transmission Line as the same is shown bordered pink on a Plan of Survey made by Mr. J. M. Stewart, of the City of St. Boniface, Manitoba Land Surveyor, and sworn to by him on the 11th day of December, 1967.

Parcel 4: All that portion of the Southwest Quarter of Section 30, in Township 8 and Range 1, East of the Principal Meridian in Manitoba, taken for the Right-of-Way of a Power Transmission Line as the same is shown bordered pink on a Plan of Survey made by Mr. J. M. Stewart, of the City of St. Boniface, Manitoba Land Surveyor, and sworn to by him on the 11th day of December, 1967.

Parcel 5: All that portion of the Southeast Quarter of Section 30, in Township 7 and Range 1, West of the Principal Meridian in Manitoba, which lies between the Northwestern limit of the land taken for the Right-of-Way and Station Grounds of the Borden and North-Western Railway as shown on a Plan filed in the Winnipeg Land Titles Office as No. 658, and a line drawn Northwest of, parallel with and perpendicularly distant 80 feet from the said Northwestern limit. Subject to the reservations and provisions contained in the Grant from the Crown.

Parcel 6: All that portion of the Northeast Quarter of Section 19, in Township 7 and Range 1, West of the Principal Meridian in Manitoba, lying between two lines drawn West of, parallel with and perpendicularly distant 70 feet and 150 feet respectively from the Western limit of the Right-of-Way of the Borden and North-Western Railway, as same is shown on a Plan filed in the Winnipeg Land Titles Office as No. 658, and Northeast of a line drawn Northwest of, parallel with and perpendicularly distant 300 feet from the Northern limit of said quarter section, to a point on the said Northern limit distant Westerly thereon 300 feet from the said Western limit.

Parcel 7: All that portion of the Northeast Quarter of Section 13, in Township 7 and Range 2, West of the Principal Meridian in Manitoba, lying between two lines drawn Northwest of, parallel with and perpendicularly distant 70 feet and 150 feet respectively from the Northwestern limit of the Right-of-Way of the Borden and North-Western Railway as shown on a Plan filed in the Carman Land Titles Office as No. 1113. Excepting thereout all that portion taken for a Drain as shown on a Plan filed in the said Office as No. 1149.

Parcel 8: All that portion of the Northwest Quarter of Section 13, in Township 7 and Range 2, West of the Principal Meridian in Manitoba, lying between two lines drawn Northwest of, parallel with and perpendicularly distant 70 feet and 150 feet respectively from the Northwestern limit of the land taken for a Railway Right-of-Way as shown on a Plan filed in the Carman Land Titles Office as No. 1113.

Parcel 9: The most Easterly 40 feet in perpendicular depth of the North-Half of the Northeast Quarter and of the most Northerly 21 rods in perpendicular width of the South-Half of the said Northeast Quarter, all in Section 32, in Township 4 and Range 2, West of the Principal Meridian in Manitoba. Excepting thereout Firstly: All mines and minerals and the right to work the same as reserved in the original Grant from the Crown and Secondly: All that portion taken for the right-of-way of the Morris and Brandon Branch of the Northern Pacific and Manitoba Railway as shown on a Plan filed in the Modern Land Titles Office as No. 333.

Parcel 10: The most Easterly 40 feet in perpendicular depth of the most Northerly 71 rods in perpendicular width of the Northeast Quarter of Section 20, in Township 4 and Range 2, West of the Principal Meridian in Manitoba. Excepting thereout the most Northerly 20 rods in perpendicular width thereof.

Parcel 11: The most Easterly 40 rods in perpendicular depth of the Northeast Quarter of Section 20, in Township 4 and Range 2, West of the Principal Meridian in Manitoba. Excepting thereout Firstly: The most Northerly 71 rods in perpendicular width thereof and Secondly: The most Southerly 65 rods in perpendicular width thereof.

Parcel 12: The most Southerly 80 feet in perpendicular depth of the most Northerly 140 feet in perpendicular depth of the East-Half of the East-Half of Section 12, in Township 3 and Range 2, West of the Principal Meridian in Manitoba.

Parcel 13: The most Southerly 80 feet in perpendicular depth of the most Northerly 140 feet in perpendicular depth of the West-Half of the East-Half of Section 12, in Township 3 and Range 2, West of the Principal Meridian in Manitoba.

Parcel 14: The most Northerly 80 feet in perpendicular depth of the most Southerly 140 feet in perpendicular depth of the most Easterly 814 feet in perpendicular width of the Northeast Quarter of Section 10, in Township 3 and Range 3, West of the Principal Meridian in Manitoba.

Parcel 15: The most Northerly 80 feet in perpendicular depth of the Southeast Quarter of Section 11, in Township 3 and Range 4, West of the Principal Meridian in Manitoba.

Parcel 16: The most Northerly 80 feet in perpendicular depth of the Southeast Quarter of Section 9, in Township 3 and Range 4, West of the Principal Meridian in Manitoba. Excepting thereout the most Westerly 80 rods in width thereof.

Parcel 17: The most Northerly 80 feet in perpendicular depth of the Southwest Quarter of Section 9, in Township 3 and Range 4, West of the Principal Meridian in Manitoba.

No. 106/68

Order

The Lieutenant-Governor-in-Council
of
The Province of Manitoba

ON MATTERS OF STATE

Subject:

Approve expropriation of
portions of Laverendrye-Korden-
Kosenfeld transmission line right-
of-way by Manitoba Hydro.

Approved and Submitted by Council
the 19th day of January
A.D. 19 68.

Approved and Ordered by His Honour
the Lieutenant-Governor the 19th
day of January A.D. 19 68.

Clerk of the Executive Council.

D. R. B. B.

this 22nd day of January A.D. 19 68

Given under my hand and seal of Office at the City of Winnipeg in Manitoba,

In-Council No. 106/68

I hereby certify that the within instrument is a true and correct copy of Order-

CAVEAT

84-81901

Filed

6 Sept 84

MICRO-FILMED

Certificate of Title No.

C86479

John Kenneth Beatty

of the City of Winnipeg.

In the Province of Manitoba,

General Counsel

of

The Manitoba Telephone System, make oath and say as follows:

1. I am the agent of the within named Caveator.
2. I believe that The Manitoba Telephone System has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.
3. The allegations in the within Caveat are true in substance and in fact, as I verily believe.

SWORN before me at the city
 of Winnipeg
 in the Province of Manitoba,
 this 28th day of Sept
 A.D. 1984.



Paul A Barrister at Law entitled to practice as such in the
 Province of Manitoba.

As Commissioned by the Law Society of Manitoba
 by Special Order No 132 of 14th Nov 1980

84 81901

The Real Property Act

THE MANITOBA TELEPHONE SYSTEM

vs.

MAURICE DASHEVSKY

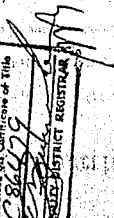
Caveat Forbidding
Registration

CERT. OF TITLE No. C 86479

LAND TITLES OFFICE
 WINNIPEG, MAN.
 SEP 6 1984
 1500

MANITOBA TELEPHONE SYSTEM

No. 84-81901
 I CERTIFY THAT THIS INSTRUMENT
 WAS FILED
 SEP 6 1984
 In the Winnipeg Land Titles Office
 and endorsed on Certificate of Title
 No. C 86479
 WILSON DISTRICT REGISTRAR



The Real Property Act

84-81901

To the District Registrar for the Land Titles District of WINNIPEG

TAKE NOTICE that THE MANITOBA TELEPHONE SYSTEM

claims an equitable estate or interest in an estate in fee simple in possession in the undermentioned land by virtue of an agreement in writing, dated the 2nd day of August A.D. 19 84.

between MAURICE DASHEVSKY of the Post Office of Brunkild, in Manitoba, Farmer.

and The Manitoba Telephone System whereby the said

MAURICE DASHEVSKY

granted to said Manitoba Telephone System an Easement or Right-of-Way for the purpose of constructing, erecting, laying and maintaining underground telecommunication lines or cables with pedestals as more specifically referred to therein on, over, under, upon, along and across the following described land, namely -

All that portion of the most Southerly 40 feet in perpendicular depth of the South East Quarter of Section Thirty (30) in Township Seven (7) and Range One (1), West of the Principal Meridian in Manitoba, which lies to the West of the North Western limit of the station grounds of the Canadian National Railway as shewn on a plan registered in the Winnipeg Land Titles Office as No. 6646, excepting thereout all that portion thereof taken for Water Control Work as shewn on a plan deposited in the said Office as No. 9577. Subject to the reservations and provisos contained in the grant from the Crown.

name of MAURICE DASHEVSKY of the Post Office of Brunkild, in Manitoba, Farmer, standing in the Register in the

and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest unless such instrument be expressed to be subject to its claim.

It appoints the office of THE MANITOBA TELEPHONE SYSTEM, 489 Empress Street, Winnipeg, Manitoba, R3C 3V6, as the place at which notices and proceedings relating hereto may be served

DATED this 27th day of August one thousand nine hundred

and Eighty-four

SIGNED in the presence of THE MANITOBA TELEPHONE SYSTEM

Maurice Dashevsky

per *[Signature]*
GENERAL COUNSEL

The Address of the Registered Owner is
General Delivery
BRUNKILD, Manitoba
R0G 0E0

Dated August 2nd AD 19 84

MAURICE DASHEVSKY

TO

MANITOBA TELEPHONE SYSTEM

RIGHT-OF-WAY AGREEMENT

Sec. 106 R.P.A.

Cert. of Title No. C. 86479

.....	L.T.O.
CAVEAT No.	
DATE REGD.	
TIME	

LEGAL DEPARTMENT
MANITOBA TELEPHONE SYSTEM

MANITOBA TELEPHONE SYSTEM

RIGHT-OF-WAY AGREEMENT

Sec. 106 R.P.A.

THIS AGREEMENT made in triplicate this 2nd day of August

A.D. Nineteen Hundred and Eighty-four

BETWEEN: MAURICE DASHEVSKY of the Post Office of Brunchild, in Manitoba, Farmer.

(Hereinafter called the "the Grantor"),
Party of the First Part

and

THE MANITOBA TELEPHONE SYSTEM
(Hereinafter called "the System").
Party of the Second Part

1. IN CONSIDERATION of the payment of -----Fifteen-----dollars(\$ 15.00) (the receipt whereof is hereby acknowledged) the Grantor hereby grants to the System, on, from and after the 2nd day of August A.D. Nineteen Hundred and Eighty-four the right to construct, maintain, repair, remove and make additions to, telephone and other telecommunication lines with all necessary wires, cables, pedestals, and conduits (all of which is hereinafter referred to as "telecommunication plant") on, over, along, under and across the following described land, namely:

All that portion of the most Southerly 40 feet in perpendicular depth of the South East Quarter of Section Thirty (30) in Township Seven (7) and Range One (1), West of the Principal Meridian in Manitoba, which lies to the West of the North Western limit of the station grounds of the Canadian National Railway as shewn on a plan registered in the Winnipeg Land Titles Office as No. 6646, excepting thereout: All that portion thereof taken for Water Control Work as shewn on a plan deposited in the said Office as No. 9577. Subject to the reservations and provisoes contained in the Grant from the Crown.

and for that purpose to enter on the said land with any vehicles, personnel and equipment necessary for the construction, maintenance, repair, removal of, or the making of any addition to said telecommunication plant, together with the right to cut or trim any trees upon the said land that, in the opinion of the party of the second part interferes with or is likely to interfere with the said telecommunication plant or any part thereof.

2. THE GRANTOR hereby grants to the System the right of free and unimpeded access to any part of the right of way for the above mentioned purposes.

3. THE GRANTOR hereby agrees that the rights and licenses hereby granted shall be exercisable forthwith and at any and all times hereinafter by the System or by its servants, agents or employees free and without charge.

4. The System shall exercise the rights, licenses and easements hereby granted in a careful and workmanlike manner so as to cause a minimum of inconvenience or damage to the Grantor, and shall make good any such damage.

5. THE GRANTOR, covenants and agrees not to erect or permit the erection of any building or structure on the right of way without the consent of the party of the second part.

Address of the Grantee is

MANITOBA TELEPHONE SYSTEM,
489 Empress Street, P.O. Box 6666,
Winnipeg, Manitoba K3C 3V6

AFFIDAVIT OF EXECUTION OF CONSENT BY HUSBAND

CANADA
PROVINCE OF MANITOBA
TO WIT:

I, _____
of the _____ of
in the Province of Manitoba

make oath and say:

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

Sworn before me at the _____ of _____ in the Province of Manitoba, this _____ day of _____ A.D. 19 _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF MANITOBA
TO WIT:

I, DAVID JOHN MCGIMPSEY
of the City of _____ in the Province of Manitoba,
Right-of-Way Agent
make oath and say:

1. THAT I was personally present and did see MAURICE DASHEVSKY the within grantor(s) execute the within instrument.
2. THAT I know the said party and am satisfied that he is of the full age of eighteen years.
3. THAT the said instrument was executed at _____ the Rural Municipality of McDonald, in Manitoba aforesaid and that I am a subscribing witness thereto.

Sworn before me at the _____ City of _____ in the Province of Manitoba, this _____ day of _____ A.D. 19 84

David John McGimpsey

A Notary Public in and for the Province of Manitoba.
My Commission Expires the 10th Day of May A.D. 1986

AFFIDAVIT OF GRANTOR

CANADA
PROVINCE OF MANITOBA
TO WIT:

I, MAURICE DASHEVSKY
XXXXXXX
XXXXXX of the Post Office _____ of Brunkild
in the Province of Manitoba
Farmer.

(Severally) make oath and say:

1. That I am (one of) the within named Grantor(s) and that I am the full age of eighteen years.
2. That I am (one of) the (person)s entitled to be registered owner(s) of the within described lands.
3. That my Co-Grantor is the husband of me, _____, one of the Grantors.
4. That my Co-Grantor is the wife of me, _____, one of the Grantors.
5. THAT I have no husband/wife
6. That the person who consents as ^{wife} ~~husband~~ to the instrument within written is the ^{wife} ~~husband~~ of me, MAURICE DASHEVSKY, the Grantor
7. That no part of the land referred to in the instrument within written is or ever has been the homestead of me, MAURICE DASHEVSKY (the Grantor(s)), within the meaning of "The Dower Act".

(Severally) SWORN before me at the _____ Rural Municipality of McDonald in the Province of Manitoba this _____ 2nd day of August 19 84

M. Dashevsky

David John McGimpsey

A Commissioner for Oaths in and for the province of Manitoba.
My Commission Expires the 7 day of June A.D. 1986

6. THE GRANTOR will not excavate in, or remove the soil from the said land, if such excavation or removal would endanger the said telecommunication plant, including any underground cable, without first giving the System reasonable notice of his intention to carry out such excavation or removal, so to enable the System to take necessary measures to protect the said cable.

7. It is understood and agreed that in addition to the consideration the System will pay for any damage to crops or other property of the grantor, caused in the exercise of the rights granted herein.

8. TO THE INTENT THAT the burden of all rights, licenses, covenants, and agreements contained in this agreement may run with the said land, the Grantor covenants and agrees with the System that the rights, licenses and privileges hereby granted shall enure to the benefit of the System and its successors and assigns and shall be binding upon the grantor and on the successors in title of the grantor and the owners or occupiers for the time being of said land or any part thereof.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year first written.

SIGNED, SEALED AND DELIVERED

in the presence of

[Signature]

Witness

[Signature]
Witness

THE MANITOBA TELEPHONE SYSTEM

[Signature]

General Counsel

[Signature]

CONSENT UNDER DOWER ACT

I, _____ the
of _____ the Grantor named in the
agreement within written, hereby consent to the making of the same by

Dated this _____ day of _____ A.D. 19 _____

WITNESS: _____

CERTIFICATE OF ACKNOWLEDGEMENT OF CONSENT BY WIFE

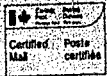
The above consent was acknowledged before me by _____
wife of _____ apart from her husband, to have
been voluntarily executed by her own free will and accord and without any compulsion on the part of her
husband. She has further acknowledged that she is aware of the nature and effect of the same.

Dated at the _____ of _____ in the Province
of Manitoba, this _____ day of _____ A.D. 19 _____



Canada Post

L 869316



Reference: CAVRAT Reference: 84-81901

Received by: [Signature] Recu par: [Signature]
Date: 14/9/84

Delivered by: [Signature] Livré par: [Signature]
Date: 14/9/84

WINNIPEG LAND TITLES OFFICE,
Lower Level,
405 Broadway,
WINNIPEG, Manitoba,
R3C 3L0



Canada Post
Postes Canada

Certified Mail

Your certified mail item has
been delivered. Please see
delivery details on card face.

Thank you for using this service.

Poste certifiée

Vous trouverez, au recto,
le détail de la livraison
de l'envoi certifié.

Merci!

**1. AGENT**
 This caveat will be signed by an agent
2. CAVEATOR
 Individual  Full legal name required

 Corporation

 Government and Government Agency

Name

Address for Service

City

Province

Country

Postal Code

 The Public Guardian and Trustee of Manitoba notice under s.18(1) of *The Public Guardian and Trustee Act*
 Executor, Administrator, Trustee
3. ESTATE OR INTEREST IN LAND CLAIMED

Estate or Interest in Land Claimed

4. BASIS FOR CLAIM

 Copy of agreement or supporting documents attached
5. LEGAL DESCRIPTION
 Land 1

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.



2. The 32 character control number below is present and identical on all pages.

4D8D-4A1E-D910-4758-E5E6-2DDE-C479-10A4

3. All 3 Caveat content pages are present.

- All or part of a title
 - Current title number Issuing from title number
- 2861464/1 All Part

Land Description

PARCEL 2: ALL THAT PORTION OF SE 1/4 30-7-1 WPM WHICH LIES TO THE NW OF THE NORTHWESTERN LIMIT OF RIGHT-OF-WAY AND STATION GROUNDS ON RAILWAY PLAN 6646 WLTO EXC WATER CONTROL WORK PLAN 9577 WLTO SUBJECT TO THE RESERVATIONS AND PROVISOS CONTAINED IN THE GRANT FROM THE CROWN

- All units in a condominium plan
- All lots, blocks and parcels in a plan

Names of all registered owners. Indicate if their interests are affected:

- All registered owners' interests are affected
- Individual Corporation Government and Government Agency Estate Religious Society Cemetery Trust

Given Name	Middle Names	Surname	Suffix	
<input type="text" value="RHONDA"/>	<input type="text"/>	<input type="text" value="DASHEVSKY"/>	<input type="text"/>	<input checked="" type="checkbox"/> Interests Affected <input type="button" value="+"/> <input type="button" value="-"/>

- Individual Corporation Government and Government Agency Estate Religious Society Cemetery Trust

Given Name	Middle Names	Surname	Suffix	
<input type="text" value="STANLEY"/>	<input type="text"/>	<input type="text" value="DASHEVSKY"/>	<input type="text"/>	<input checked="" type="checkbox"/> Interests Affected <input type="button" value="+"/> <input type="button" value="-"/>

6. AFFECTED INSTRUMENT

No Instrument can be affected by the selected interests.

7. THE FARM LANDS OWNERSHIP ACT EVIDENCE

The Farm Lands Ownership Act evidence is not required.

8. INSTRUMENT PREPARED BY

Given Name	Middle Names	Surname	Suffix
<input type="text" value="Sheri"/>	<input type="text"/>	<input type="text" value="Assenmacher"/>	<input type="text"/>
Company <input type="text" value="Real Estate Services Branch"/>			
Telephone +	<input type="text" value="1"/>	<input type="text" value="204"/>	<input type="text" value="2393798"/>
	Extension	<input type="text"/>	E-Mail <input type="text" value="Sheri.Assenmacher@gov.mb.ca"/>
File Number	<input type="text" value="HLA-20-13393-0001(sa)"/>		
Description	<input type="text" value="Dashevsky"/>		

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.
2. The 32 character control number below is present and identical on all pages.
4D8D-4A1E-D910-4758-E5E6-2DDE-C479-10A4
3. All 3 Caveat content pages are present.



Unlock Form and Remove Signature Pages

i Once you have clicked the Lock Form and Create Signature Pages button, you will not be able to change the registration form. You will be able to fill in certain areas in the signature pages before printing.

If you want to change the registration form once the signature pages have been created, you must click the Unlock Form and Remove Signature Pages button. If you do this, you will lose all changes made to the signature pages. Any signature pages already printed will be invalid and will have to be regenerated, reprinted and, where they have already been signed, resigned.

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.
2. The 32 character control number below is present and identical on all pages.
4D8D-4A1E-D910-4758-E5E6-2DDE-C479-10A4
3. All 3 Caveat content pages are present.





SIGNATURES AND EVIDENCE

1. I am signing this caveat on behalf of the caveator and the statements made in this caveat are true in substance and fact.
2. I personally believe the caveator has a good and valid claim upon the within land.
3. This caveat is not filed for the purpose of delaying or embarrassing any person.
4. To the best of my knowledge, this caveat is not being filed for the purpose of giving notice of a disposition that is prohibited by section 4 of *The Homesteads Act*.
5. Additional evidence

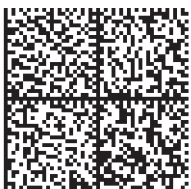
Signature		Date	2021-10-06
Name	Wanda Kopytko, Manager of Right-of-Way Acquisitions		(YYYY-MM-DD)
Position	Signing Officer for the Minister of Central Services		
Caveator	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA		

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

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all caveators whether individual or corporate.

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.
2. The 32 character control number below is present and identical on all pages.
4D8D-4A1E-D910-4758-E5E6-2DDE-C479-10A4
3. All 3 Caveat content pages are present.



Do not alter or staple this form



SIGNATURES AND EVIDENCE

1. I am signing this caveat on behalf of the caveator and the statements made in this caveat are true in substance and fact.
2. I personally believe the caveator has a good and valid claim upon the within land.
3. This caveat is not filed for the purpose of delaying or embarrassing any person.
4. To the best of my knowledge, this caveat is not being filed for the purpose of giving notice of a disposition that is prohibited by section 4 of *The Homesteads Act*.
5. Additional evidence

Signature

W. Kopytko

Date

2021-10-06

Name

Wanda Kopytko, Manager of Right-of-Way Acquisitions

(YYYY-MM-DD)

Position

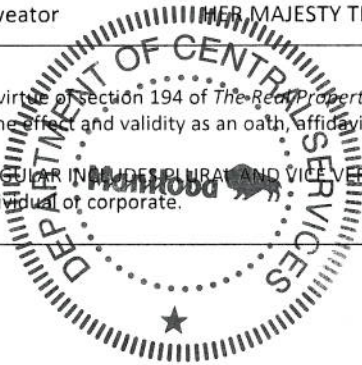
Signing Officer for the Minister of Central Services

Caveator

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA

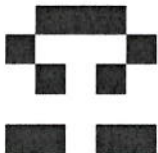
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Do not alter or staple this form



Document Review

Registration #	Type	New Titles
5352360/1	Caveat	
Notes		

SKETCH PLAN

SHOWING
RIGHT - OF - WAY REQUIRED



S.W. 1/4
SEC.
30-7-01 W.

S.E. 1/4
SEC. 30-7-01 W.

STANLEY DASHEVSKY
C.T. 2861464/1

STANLEY DASHEVSKY
C.T. 2861464/1

0.050
ha

0.050
ha

PLAN No. 18503
W.L.T.O.

P.R. No. 305

BRIDGE SITE

No. 3356

0.050
ha

H.M.Q. (WCW)
C.T. 1388950/1

PLAN No.18503 W.L.T.O.

UPPER MORRIS RIVER
PLAN No. 9577 W.L.T.O.

PARCEL A

PLAN No.18503 W.L.T.O.
PLAN No.18503 W.L.T.O.

S.S. PLAN No. 6646 W.L.T.O.

LOT 4
LOT 5
PT. LOT 6
PLAN No. 7582 W.L.T.O.

N.W. 1/4
SEC.
19-7-01 W.

N.E. 1/4
SEC.
19-7-01 W.

C.N.R.

UPPER MORRIS RIVER
PLAN No. 9577 W.L.T.O.

PLAN No.18503
W.L.T.O.

P.T.H. No. 3

PLAN No. 8708 W.L.T.O.

PLAN NO.18503 W.L.T.O.

SUPERCEDES SP NO. 1384

LEGAL DISCLAIMER: ALL PROPERTY BOUNDARIES SHOWN ON THIS DOCUMENT ARE COMPILED FROM READILY AVAILABLE INFORMATION AND ARE FOR ILLUSTRATION PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE USER OF THIS DOCUMENT TO HAVE THE LOCATION OF PROPERTY BOUNDARIES CERTIFIED BEFORE USING THEM FOR MEASUREMENT PURPOSES. A MANITOBA LAND SURVEYOR (AS SUCH TERM IS DEFINED IN THE LAND SURVEYORS ACT (MANITOBA)) MUST BE CONSULTED TO CERTIFY THE LOCATION OF ANY PROPERTY BOUNDARIES.

SUBJECT PROPERTY



SCALE 1:2000

APPROVED BY:

Ryan Coulter

Digitally signed by Ryan Coulter
Date: 2023.03.09 15:46:44 -0600

DIRECTOR OF REGIONAL OPERATIONS

PROJECT: ACQUISITION OF RIGHT-OF-WAY FOR BS. 3356

DATE: 20 JANUARY 2023

RECONSTRUCTION ON P.R. No. 305

LOCATION: N.E. 1/4 SEC. 19 AND S.E. 1/4 SECTION 30, TWP. 7, RGE. 1W
IN THE R.M. OF MACDONALD

MANITOBA INFRASTRUCTURE

PLAN No. SP- 1465

SHEET 1 OF 1

Property Assessment Report

Municipality: 146 - RM OF MACDONALD **Roll No:** 280800.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 77.47 ACRES
Legal Description: DESC NE30-7-1W **Civic Address:**
School Division: RED RIVER VALLEY **Community Area:** R M OF MACDONALD **Ward:** 6

Certificate of Title / Land Title Office:

2861464 / WINNIPEG

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	333,700	-	333,700
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	323,500	-	323,500
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	323,500	-	323,500
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	310,000	-	310,000
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	310,000	-	310,000
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	310,000	-	310,000
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	276,300	-	276,300
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	276,300	-	276,300
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	229,200	-	229,200
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	229,200	-	229,200
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	121,300	-	121,300
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	121,300	-	121,300
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	105,200	-	105,200
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	105,200	-	105,200
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	75,100	-	75,100
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	75,100	-	75,100
2009	2003	FARM PROPERTY	TAXABLE	62,400	-	62,400
2008	2003	FARM PROPERTY	TAXABLE	62,400	-	62,400

Property Assessment Report

Municipality: 146 - RM OF MACDONALD **Roll No:** 281100.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 121.86 ACRES
Legal Description: DESC SE30-7-1W **Civic Address:**
School Division: RED RIVER VALLEY **Community Area:** R M OF MACDONALD **Ward:** 6

Certificate of Title / Land Title Office:

2861464 / WINNIPEG

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	622,200	27,400	649,600
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	530,400	29,600	560,000
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	530,400	29,600	560,000
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	499,800	31,600	531,400
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	499,800	31,600	531,400
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	499,800	31,600	531,400
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	469,200	29,300	498,500
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	469,200	29,300	498,500
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	418,200	29,800	448,000
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	418,200	29,800	448,000
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	234,600	28,600	263,200
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	234,600	28,600	263,200
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	178,600	25,900	204,500
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	178,600	25,900	204,500
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	139,000	27,900	166,900
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	139,000	27,900	166,900
2009	2003	FARM PROPERTY	TAXABLE	116,000	23,700	139,700
2008	2003	FARM PROPERTY	TAXABLE	116,000	23,700	139,700