

**APPENDIX A**  
**CERTIFICATE OF TITLE**

DATE: 2014/06/16  
TIME: 13:16

# MANITOBA

TITLE NO: 2323672/1

## STATUS OF TITLE

PAGE: 1

STATUS OF TITLE.....	ACCEPTED	PRODUCED FOR..	TAYLOR MCCAFFREY LLP
ORIGINATING OFFICE...	WINNIPEG	ADDRESS.....	9TH FLOOR - 400 ST. MARY AVE.
REGISTERING OFFICE...	WINNIPEG		WINNIPEG, MB. R3C 4K5
REGISTRATION DATE....	2008/09/03	LTO BOX NO....	139
COMPLETION DATE.....	2008/09/12	CLIENT FILE...	72348-4
		PRODUCED BY...	M.DERKSEN

### LEGAL DESCRIPTION:

CLOVERDALE PAINT INC.

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

FIRSTLY: LOTS 11, 12, 13, 18 AND 19, PLAN 5038 WLTO IN LOTS 294 AND 295 ROMAN CATHOLIC MISSION PROPERTY

SECONDLY: ALL THAT PORTION OF LOT 30 PLAN 5038 WLTO WHICH LIES SOUTHEAST OF THE STRAIGHT PRODUCTION SOUTHWESTERLY OF THE NORTHWEST LIMIT OF LOT 11 PLAN 5038 WLTO

### ACTIVE TITLE CHARGE(S):

159604/1	ACCEPTED	CAVEAT	REG'D: 1953/03/05
	DESCRIPTION:	AFF PART	
	FROM/BY:	CAN. NAT. RLWY. CO., ET AL	
	TO:		
	CONSIDERATION:	NOTES:	

### ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	CLOVERDALE PAINT INC. 6950 KING GEORGE HIGHWAY SURREY MB	V3W 4Z1

### ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3669121/1	T	2008/09/03	\$1.00	\$2,600,000.00
PRESENTED BY:	TAYLOR MCCAFFREY LLP			
FROM:	G. BROS. (1993) LTD.			
TO:	CLOVERDALE PAINT INC.			

### FROM TITLE NUMBER(S):

2281923/1 ALL

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM ON 2014/06/16 OF TITLE NUMBER 2323672/1

\*\*\*\*\* STATUS OF TITLE 2323672/1 CONTINUED ON NEXT PAGE \*\*\*\*\*

DATE: 2014/06/16  
TIME: 13:16

**MANITOBA**  
**STATUS OF TITLE**

TITLE NO: 2323672/1

PAGE: 2

STATUS OF TITLE..... ACCEPTED  
ORIGINATING OFFICE... WINNIPEG  
REGISTERING OFFICE... WINNIPEG  
REGISTRATION DATE.... 2008/09/03  
COMPLETION DATE..... 2008/09/12

PRODUCED FOR.. TAYLOR MCCAFFREY LLP  
ADDRESS..... 9TH FLOOR - 400 ST. MARY AVE.  
WINNIPEG, MB. R3C 4K5

LTO BOX NO.... 139  
CLIENT FILE... 72348-4  
PRODUCED BY... M.DERKSEN

**LAND INDEX:**

LOT	BLOCK	SURVEY PLAN
11		5038
NOTE:	LOTS 294 AND 295	RCMP
12		5038
NOTE:	LOTS 294 AND 295	RCMP
13		5038
NOTE:	LOTS 294 AND 295	RCMP
18		5038
NOTE:	LOTS 294 AND 295	RCMP
19		5038
NOTE:	LOTS 294 AND 295	RCMP
30		5038
NOTE:	LOTS 294 AND 295	RCMP PART

ACCEPTED THIS 3RD DAY OF SEPTEMBER, 2008  
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF  
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2014/06/16 OF TITLE NUMBER 2323672/1.

\*\*\*\*\* END OF STATUS OF TITLE 2323672/1 \*\*\*\*\*

THIS AGREEMENT made in duplicate this 1st day of

A.D., 1987/1988.

B E T W E E N:

THE CITY OF WINNIPEG,  
(hereinafter called the "City"),  
OF THE FIRST PART,

- and -

*705 93 Manitoba Ltd.*  
GUERTIN BROS. COATINGS & SEALINGS LIMITED,  
(hereinafter called the "Licensee"),  
OF THE SECOND PART.

WHEREAS the Licensee is the registered owner of certain lands and premises being lots 11, 12, 13, 18 and 19, Plan 5038, adjoining Turenne Street, and commonly known as 50 Panet Road, in the City of Winnipeg, in Manitoba,

AND WHEREAS the Licensee has made an application for the construction and maintenance of an encroaching pipe bridge over Turenne Street to support pipes carrying resin from the block storage tanks to be located on the North Side of the Street, to the Licensee's production plant on the South Side of the Street;

AND WHEREAS the Licensee has applied to the City for the Leave and License to use the said portion of street right-of-way as aforesaid, and the City has agreed to grant such right

subject to the terms and conditions in this Agreement contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT insofar as it lawfully can and may, and pursuant to Section 485(1) of The City of Winnipeg Act, the City does grant leave and license, subject to cancellation at the pleasure of the City, to the Licensee and its respective successors and assigns, commencing on the 17th day of June, A.D., 1987, to encroach upon the street right-of-way legally described as follows

All that portion of Lot 285 of the Roman Catholic Mission Property, in Manitoba, lying between the Western limit of Panet Road and the straight production Southerly of the Western limit of Lot 18, Plan 5038, shown dotted on Misc. Plan No. SBSV 4200, hereto attached,

APPROVED AS TO DESCRIPTION  
DIRECTOR  
LAND SURVEYS & REAL ESTATE

at a rental calculated and payable in accordance with the provisions hereinafter contained, subject to the covenants and agreements as follows:

1. The Licensee shall pay to the City, as consideration by the City, to allow the existence of the said encroachment:

- (a) the sum of THREE THOUSAND (\$3,000.00) DOLLARS, payable in advance, per annum;
- (b) any and all license fees, business tax and realty tax charged in connection with the operation of Licensee on the encroachment.

2. The Licensee shall comply with all applicable By-laws and regulations, and shall obtain all necessary permits;

3. The Licensee shall not erect nor permit the erection of any buildings or other structures over, under or upon the lands except the proposed elevated pipeline and the existing chain link fence and gates.



- 1 -

4. The elevated pipeline shall be a minimum of 14' above the lands and shall be in a location satisfactory to the District Engineer. Plans showing the locations, size, etc. of the pipeline shall be submitted to and approved of by the District Engineer prior to construction.

5. The Licensee agrees to supply keys to all locks appurtenant to such fencing and gates to the City and any utility Company which may have facilities located above or in the land.

6. The City reserves the right for itself and any public utility to enter upon the land at any time with or without equipment and remove any of the Licensee's property from the land if necessary for the purpose of constructing, renewing, altering or repairing of any public work deemed necessary or for any other purpose, without being responsible for any damage occasioned thereby.

7. The Licensee agrees to maintain free and clear of all vehicles, machinery and equipment, materials, and property except for the elevated pipeline, at all times, a twenty-foot wide pathway as shown on sketch plan No. SBSV 4200 for access to the City's utilities.

8. The Licensee shall be responsible for all costs and expenses incurred by the City in repairing any damage to the lands, and/or utilities located therein as a result of the use of the land by the Licensee.

9. The City will not be responsible for any damage to the pipeline caused by any problems with the watermain located in the land or any work that is necessitated to maintain the watermain.

10. The Licensee shall at its own expense upon completion of the pipe bridge, maintain same in good repair and in a

safe and clean condition to the satisfaction of the City's Designated Officer, Encroachments. If so requested by the City the Licensee shall make such repairs to the pipeline as the City may deem necessary. In the event the Licensee defaults in so doing, the City may do such work at the sole cost and expense of the Licensee.

11.(a) The Licensee covenants that it will, at all times during the term hereof, indemnify and save harmless the City from and against any and all claims for damages which may arise out of the use of the said right-of-way by the Licensee;

(b) To further safeguard the City, the Licensee shall purchase and keep in force during the full term of the Agreement, Comprehensive General Liability Policy including but not limited to, the following provisions:

- i) The City of Winnipeg to be named as Additional Named Insured;
- ii) The Policy to contain a Cross Liability Clause;
- iii) Minimum limits of \$250,000.00, all inclusive;

and the Licensee shall file with the City a certified copy of the Policy in a form satisfactory to the City Solicitor;

(c) The City shall have the right to alter the limits and/or coverages as required from time to time during the term of the Agreement.

12. The Licensee shall not assign or sublet the land without prior written consent of the City's Committee on Finance and Administration.

- 3 -

13. The Licensee shall maintain the said portion of the street right-of-way in a clean and tidy condition satisfactory to the Director of Land Surveys and Real Estate at the Licensee's own expense

14. It is understood by the Licensee that if during the continuance of this Agreement the development on the Licensee's property is destroyed or damaged to such an extent that the pipeline is no longer required or the development is not repaired or rebuilt, the Licensee shall, at its own expense, demolish and remove the pipeline unless otherwise agreed upon by the City. If the Licensee defaults in so doing, the City may do such work at the sole cost and expense of the Licensee.

15. If during the continuance of this Agreement the pipeline is damaged, the Licensee shall rebuild the same with due promptness, at its own expense, unless otherwise agreed upon by the City.

16. Upon termination or cancellation of this Leave and License, the Licensee shall, at its own expense, demolish and/or remove the pipeline together with all material, equipment and property, and repair all damage caused by such demolition or removal. If the Licensee defaults in so doing, the City may do such work at the sole cost and expense of the Licensee.

17. This Agreement is subject to cancellation by the City upon ninety (90) days notice being given by the Committee on Finance and Administration should the lands be required for any City purpose or for any other reason provided, however, that in the event of the Licensee not complying with the terms and conditions of the Agreement, the Agreement shall be subject to immediate cancellation.

18. It is agreed by the Licensee that the City may register a Caveat against the Licensee's property to ensure the performance of the terms and conditions on the part of the Licensee.

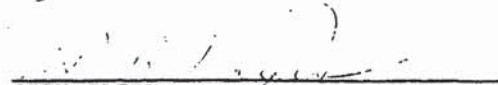


19. It is further agreed that these presents shall extend to be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and shall be interpreted according to the laws of the Province of Manitoba.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

THE CITY OF WINNIPEG

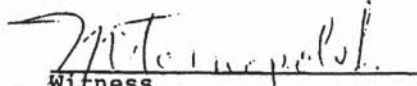
  
MAYOR

  
CITY CLERK

GUERTIN BROS. COATINGS & SEALINGS LIMITED

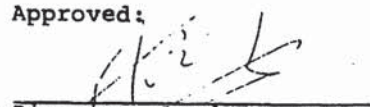
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per:   
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Witness

  
Witness

Approved:

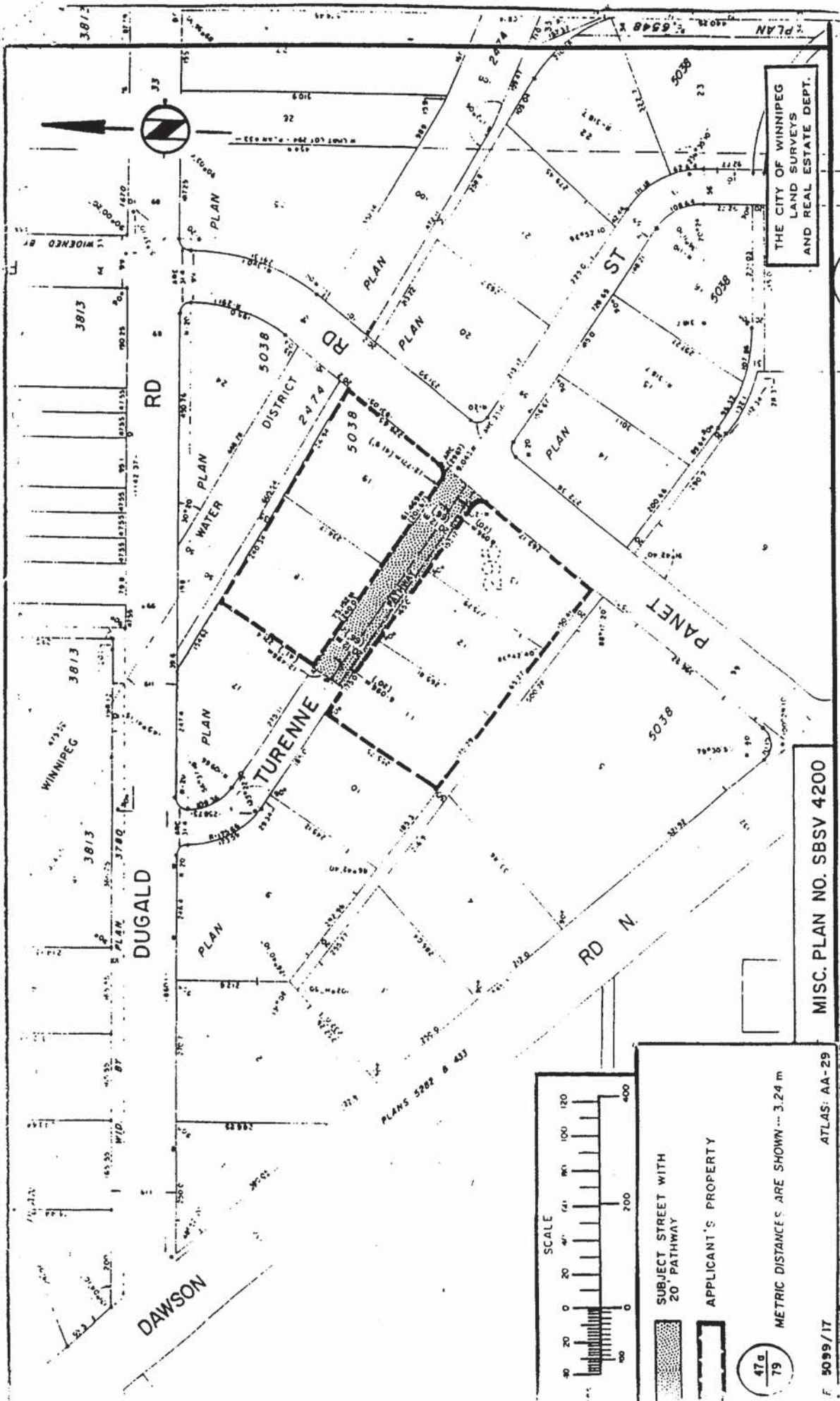
  
Director, Land Surveys &  
Real Estate

Certified as to Financial  
Details:

  
City Treasurer

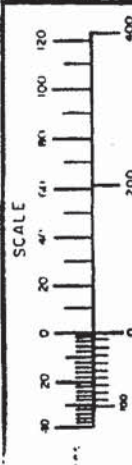
Certified as to form:

  
For City Solicitor



THE CITY OF WINNIPEG  
LAND SURVEYS  
AND REAL ESTATE DEPT.

MISC. PLAN NO. SBSV 4200



SUBJECT STREET WITH  
20' PATHWAY

APPLICANT'S PROPERTY

47a  
79

METRIC DISTANCES ARE SHOWN --- 3.24 m

F 9099/17 ATLAS: AA-29  
LAND SURVEYS AND REAL ESTATE DEPARTMENT

**APPENDIX B**  
**SITE PHOTOGRAPHS**



**CLOVERDALE PAINT**  
**Manitoba Environment Act Proposal**



Photo 1. West view of Cloverdale Paint sales and administration offices.



Photo 2. Northwest view of Turenne Street, shipping/receiving area (left), tank farm (back right) and shipping containers used for dry material storage (right).



**CLOVERDALE PAINT**  
**Manitoba Environment Act Proposal**



Photo 3. Northeast view showing Greater Winnipeg Water District's railspur and Husky Oil cardlock station.



Photo 4. East view of corner of Turenne Street and Panet Road showing drainage ditch in foreground and businesses in background.



**CLOVERDALE PAINT  
Manitoba Environment Act Proposal**



Photo 5. Southwest view showing former location of rail spur and storage yard of business southwest of 50 Panet Road.



Photo 6. Northwest view showing Manitoba Hydro yard adjacent the tank farm.



**CLOVERDALE PAINT**  
**Manitoba Environment Act Proposal**



Photo 7. North view of spill contained tank farm.



Photo 8. Northwest view of tank farm close-up showing filling hook-up, cement pad and cinder block containment dike.

**CLOVERDALE PAINT**  
**Manitoba Environment Act Proposal**



Photo 9. Fume hood in powder coatings lab.



Photo 10. Northeast view showing warehouse, pallet storage and raw materials storage containers.



**CLOVERDALE PAINT**  
**Manitoba Environment Act Proposal**



Photo 11: Northwest view of bermed area outside of the warehouse showing overflow pipe.



Photo 12. Propane storage outside of shipping/receiving area.



**CLOVERDALE PAINT**  
**Manitoba Environment Act Proposal**



Photo 13: Resin manufacturing area.



Photo 14: Piping inside of manufacturing facility for materials coming in from the tank farm.

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**Manitoba Environment Act Proposal**



Photo 15: In-floor liquid paint coatings process tank (mixer) on the mezzanine.



Photo 16: Liquid paint production area beneath the mezzanine.



**CLOVERDALE PAINT**  
**Manitoba Environment Act Proposal**



Photo 17. Powder coating pre-mixer.



Photo 18. Powder coating extruder.



**CLOVERDALE PAINT  
Manitoba Environment Act Proposal**

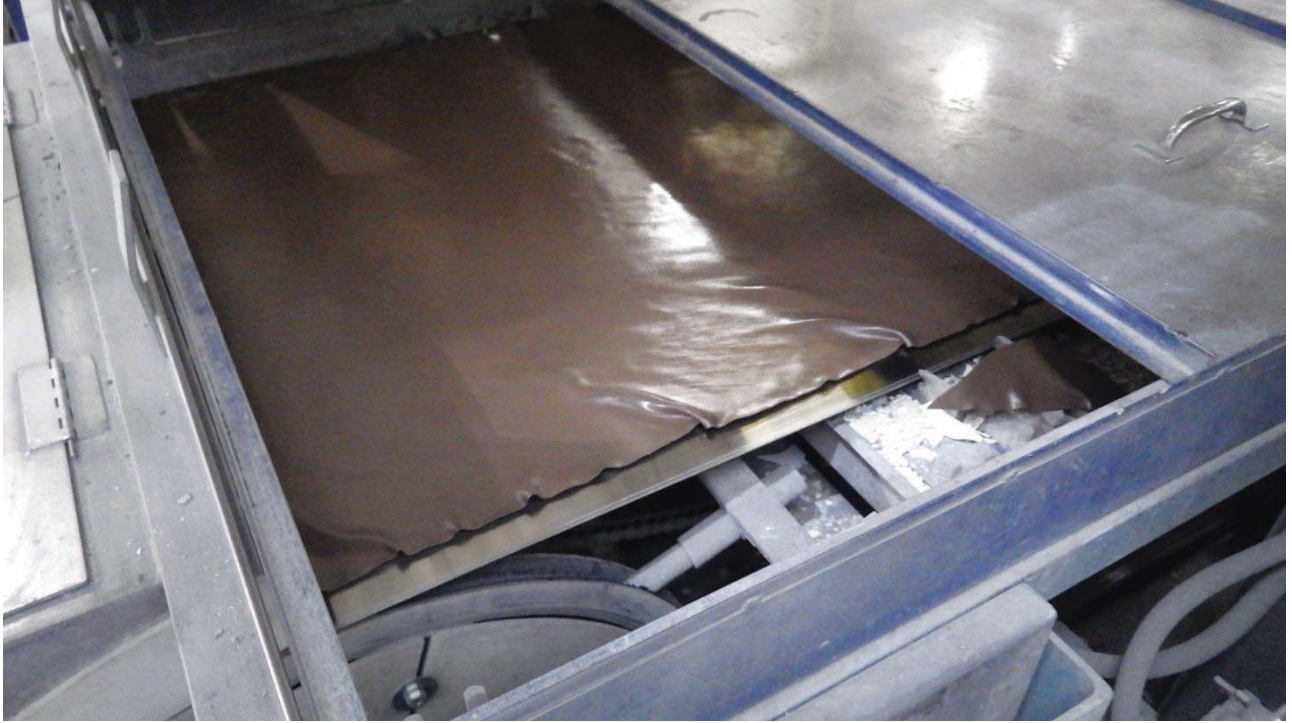


Photo 19. Powder coating extruder.



Photo 20. Powder coating grinder and packaging area.

**CLOVERDALE PAINT**  
**Manitoba Environment Act Proposal**



Photo 21. Dry materials storage area.



Photo 22. Dry materials weigh-up area.



**CLOVERDALE PAINT**  
**Manitoba Environment Act Proposal**



Photo 23. Caulking pre-mixer.



Photo 24. Sealants mixer and sealant prior to extrusion.

**CLOVERDALE PAINT**  
**Manitoba Environment Act Proposal**



Photo 25. Sealant/caulking manufacturing area with baghouse in foreground.



Photo 26. Signage warning about requirements for hearing protection.