



1121 BARTON STREET  
THUNDER BAY ON P7B 5N3

P | (807) 623-2500  
F | (807) 622-7808  
E | info@busetlaw.com

September 25, 2020

**VIA REGISTERED MAIL**

Attn: Robert Eady, MCP  
Planner/Ministry of Municipal Affairs and Housing  
Municipal Services Office – North (Thunder Bay)  
435 James St S. Suite 223  
Thunder Bay, Ontario P7E 6S7

Dear Mr. Eady:

**RE Severance Application  
Our File No. 21388-2**

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Please find enclosed our Application for Consent Under Section 53 of the *Planning Act* and our cheque in the amount of \$851.00 payable to the Minister of Finance.

If you have any questions or concerns, please do not hesitate to contact our office.

Yours truly,

**BUSET LLP**

Per:

A handwritten signature in black ink, appearing to read 'Jessica Alves', with a stylized flourish at the end.

JESSICA ALVES  
JA/sp

Enclosures

» [WWW.BUSETLAW.COM](http://WWW.BUSETLAW.COM)

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Fields marked with an asterisk (\*) are required under Ontario Regulation 547/06.

**1. Application Information**

**1.1 Owner Information**

First Name of Owner 1*	Last Name of Owner 1*
Larry Dale	Stenlund
First Name of Owner 2	Last Name of Owner 2
Company Name (if applicable)	

Home Telephone Number*	Business Telephone Number	Fax Number
807-889-0788		

Email Address  
larrystenlund5@gmail.com

**Address**

Unit Number	Street Number*	Street Name*	PO Box
	116	Hwy 582	
City/Town*	Province*	Postal/Zip Code*	
Hurkett	ON	P0T 1K0	

**1.2 Agent/Applicant: Name of the person who is to be contacted about the application, if different than the owner.**  
(This may be a person or firm acting on behalf of the owner.)

First Name of Contact Person	Last Name of Contact Person
Jessica	Alves
Company Name (if applicable)	
Buset LLP	

Home Telephone Number	Business Telephone Number	Fax Number
	807-623-2500	807-622-7807

Email Address  
jalves@busetlaw.com

**Address**

Unit Number	Street Number	Street Name	PO Box
	1121	Barton Street	
City/Town	Province	Postal/Zip Code	
Thunder Bay	ON	P7B 5N3	

**1.3 Name of owner(s) of the sub-surface rights if different from the surface right owner(s)**

First Name	Last Name
N/A	

**2. Type and Purpose of Application/Transaction (highlight appropriate dropdown box)**

**2.1 Is this application for:\***

Transfer	Other purpose	Other Purpose
		A correction of title

**2.2 Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged.**

First Name	Last Name
Larry Dale	Stenlund

**2.3 If a lot addition, provide the legal description of the lands to which the parcel will be added.**

N/A

What is the existing land use of the receiving parcel?  
N/A

What is the purpose of the lot addition request?  
N/A

**3. Description/Location of the Subject Land (complete applicable boxes)**

3.1 District Thunder Bay		Municipality (in an area without municipal organization, select District)*		
Former Municipality		Geographic Township in Territory without Municipal Organization Township of Lyon	Section or Mining Location No. Parcel 5658 TBF	
Concession Number(s) 10		Lot Number(s)	Registered Plan Number	Lot(s)/Block(s)
Reference Plan No.	Part Number(s)	Property Identification Number 62484-0147	Name of Street/Road	Street Number

3.2 Description			
	<b>Severed</b>	<b>Retained</b>	<b>Lot Addition (if applicable)</b>
Frontage (m)	812.18	805.85	
Depth (m)	862.84	804.67	
Area (ha)	64.40	64.84	

3.3 Buildings and Structures		
	<b>Severed</b>	<b>Retained</b>
Existing (construction date)	vacant	vacant
Proposed	vacant	vacant

3.4 Are there any easements or restrictive covenants affecting the subject land?\*

Yes  No

If yes, describe each easement or covenant and its effect. Use a separate page, if necessary.  
See attached Appendix "B".

**4. Designation of Subject Lands / Current and Proposed Land Use**

4.1 Name of the official plan  
N/A

4.2 What is the current designation(s), if any, of the subject land in the applicable official plan?\*

N/A

4.3 What is the present zoning, if any, of the subject land?  
N/A

4.4 If the land is covered by a Minister's Zoning Order (MZO), what is the regulation number?  
N/A

4.5 If the land is covered by a Minister's Zoning Order (MZO), what uses are permitted by the order?  
N/A

4.6 Use of Property	Severed	Retained
Existing use(s)	unoccupied / vacant	unoccupied/vacant
Proposed use(s)	unoccupied / vacant	unoccupied/vacant

4.7 What are the surrounding land uses?

East  
Wooded Area

West  
Road (Valley Road East)

North  
Retained Land (PIN62484-0146)

South  
Wooded area

## 5. Former Uses of Site and Adjacent Land (History)

5.1 Has there been an industrial or commercial use, or an orchard, on the subject land or adjacent lands?

Yes  No  Unknown

If yes, specify the uses.

5.2 Has the grading of the subject land been changed by adding earth or other material(s)?

Yes  No  Unknown

5.3 Has a gas station been located on the subject land or adjacent land at any time?

Yes  No  Unknown

Has there been petroleum or other fuel stored on the subject land or adjacent land?

Yes  No  Unknown

5.4 Is there reason to believe the subject land may have been contaminated by former uses on the site or adjacent site?

Yes  No  Unknown

5.5 What information did you use to determine the answers to the above questions on former uses?

The Owner.

5.6 If yes to any of (5.1), (5.2), (5.3) or (5.4) an inventory of previous uses of the subject land or, if appropriate, of the adjacent land(s), is needed.

Is the inventory of previous uses attached?

Yes  No

If the inventory is not attached, why not?

N/A

5.7 If yes to any of (5.1), (5.2), (5.3) or (5.4) was an Environmental Site Assessment (ESA) conducted under the *Environmental Assessment Act* or has a Record of Site Condition (RSC) been filed? Refer to Appendix A

Yes  No  Unknown

If no, why not? Explain on a separate page, if necessary.

N/A

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## 6. Consultation with the Planning Approval Authority (check boxes where applicable)

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6.1 Has there been consultation with the Ministry of Municipal Affairs prior to submitting this application?

Yes  No

If yes, and if known, indicate the file number.

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6.2 Have you consulted with the municipality/planning board on the application's conformity to the official plan?

Yes  No

If yes, attach a letter/documentation from the municipality/planning board on the proposal's conformity to the official plan.

Attached

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6.3 Have you discussed with the municipality/planning board the official plan submission requirements for a consent?

Yes  No

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6.4 Have you provided with this application a list, accompanied by the related materials, identified in the official plan as submission requirements for development applications?

Yes  No  Attached

If no, why not? Please explain.

This application is with respect to a legal merger of title that occurred in 2017. Prior to 2017, the the subject property and adjacent property, legally described as PCL 9873 SEC TBF; Location AL 764 Lyon; s/t LT212121; subject to an easements in gross as in TY276587; subject to an easement in gross as in TY276588; City of Thunder Bay (PIN 62484-0416) were separately owned. The Owner held title to the subject land between 1968 to present. The Owner and Victor Stenlund held title, as joint tenants, to said adjacent property between 1986 and 2017. Title to the properties legally merged in 2017 upon the death of Victor Stenlund.

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**Note:** All materials required in the official plan for complete application must be provided at the time of submitting an application.

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## 7. Status of Current and Other Applications under the *Planning Act*

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7.1 **Current**

Is this application a re-submission of a previous consent application?

Yes  No  Unknown

If yes, and if known, describe how it has been changed from the original application:

N/A

7.2 Has the subject land ever been severed from the parcel originally acquired by the owner of the subject land?\*

Yes  No  Unknown

If yes, provide (below) the date of transfer, the name of the transferee and the land use. (for multiple transfers attach a separate sheet)

Severed parcel	Date of transfer (yyyy/mm/dd)	Name of transferee	Use of severed parcel

**Other Planning Applications**

Has the subject land ever been the subject of any other planning application, including applications before the Ontario Municipal Board (OMB), for approval of either:

(For each if yes and if known, indicate i) file number ii) status of the application iii) OMB file number, if applicable and iv) OMB status)

7.3 **Official Plan Amendment\***

Yes  No

i) File Number	ii) Status	iii) OMB File Number	iv) OMB Status

7.4 **Plan of Subdivision\***

Yes  No

i) File Number	ii) Status	iii) OMB File Number	iv) OMB Status

7.5 **Consent\***

Yes  No

i) File Number	ii) Status	iii) OMB File Number	iv) OMB Status

7.6 **Site Plan\***

Yes  No

i) File Number	ii) Status	iii) OMB File Number	iv) OMB Status

7.7 **Minor Variance\***

Yes  No

i) File Number	ii) Status	iii) OMB File Number	iv) OMB Status

7.8 **Zoning By-law Amendment\***

Yes  No

i) File Number	ii) Status	iii) OMB File Number	iv) OMB Status

7.9 **Minister's Zoning Order Amendment\***

Yes  No

If yes and if known, what is the Ontario Regulation number? \_\_\_\_\_

**Note:** Please provide list(s) of the relevant applications on a separate page and attach to this form

**8. Provincial Policy**

8.1 Is the proposal consistent with the **Provincial Policy Statement (PPS)** issued under subsection 3(1) of the *Planning Act*?\*

Yes  No

8.2 Explain how the application is consistent with the PPS. Attach a separate page if necessary.

See above (paragraph 6.4 hereof). The lots were originally separate but legally merged after one of the parties on title passed away. This application is merely requesting consent to legally sever the subject property (PIN 62484-0147) from adjacent property (PIN 62484-0146) and return the land to how it was before the merger.

- 8.3 **Table A** is a checklist (not a substitute for the Provincial Policy Statement) to assist in identifying areas of provincial interest that may apply to your application.  
Please fill in the appropriate rows in **Table A**, if any apply.

**Table A - Features Checklist**

Use or Feature	On the Subject Land	Within 500 Metres of subject land, unless otherwise specified (indicate approximate distance)
An agricultural operation including livestock facility or stockyard	<input type="checkbox"/>	n/a
An industrial or commercial use {specify the use(s)}		n/a
A landfill site (closed or active)	<input type="checkbox"/> Closed <input type="checkbox"/> Active	n/a
A sewage treatment plant or waste stabilization pond	<input type="checkbox"/>	n/a
A provincially significant wetland within 120 metres of the subject land	<input type="checkbox"/>	n/a
Significant coastal wetlands	<input type="checkbox"/>	n/a
Significant wildlife habitat and significant habitat of endangered species and threatened species	<input type="checkbox"/>	n/a
Fish habitat	<input type="checkbox"/>	n/a
Flood plain	<input type="checkbox"/>	n/a
A rehabilitated mine site, abandoned mine site or mine hazards	<input type="checkbox"/>	n/a
An operating or a non-operating mine site within 1000 metres of the subject land	<input type="checkbox"/>	n/a
An active mine site or aggregates operation site within 1000 metres of the subject land	<input type="checkbox"/>	n/a
A contaminated site	<input type="checkbox"/>	n/a
Provincial highway	<input type="checkbox"/>	n/a
An active railway line	<input type="checkbox"/>	n/a
A municipal or federal airport	<input type="checkbox"/>	n/a
Utility corridors	<input checked="" type="checkbox"/>	
Electricity generating station, hydro transformer, railway yard, etc.	<input type="checkbox"/>	n/a
Crown land (identified by the Ministry of Natural Resources and Forestry as being of special interests, such as lake access points)	<input type="checkbox"/>	unsure, likely to have Crown land within 500m

**9. Provincial Plans**

- 9.1 Is the subject land for the proposed development located within an area of land designated in any provincial plan?\*

Yes  No

- 9.2 If yes, identify which provincial plan(s) and explain the current designation(s) of the subject land(s).  
The Northern Ontario Growth Plan.

- 9.3 If yes, does the proposal conform/not conflict with the policies contained in the provincial plan(s)?\*

Yes  No

If yes, please explain. Attach a separate page, if necessary. Submit a copy of the planning report, if applicable.  
It does not conflict with the Northern Ontario Growth Plan as it is merely returning the lot of land to two separate lots so that one may be sold. In fact, this supports the growth aspect of the Plan as the land is set to be sold in December. The purchasers are planning to construct building(s) on the property, which allows for growth in a northern Ontario community.

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## 10. Archaeology

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10.1 Does the subject land contain any known archaeological resources or areas of archaeological potential?

Yes  No  Unknown

If yes, does the plan propose to develop lands within the subject lands that contain:

- Known archaeological resources?  Yes  No
  - Areas of archaeological potential?  Yes  No
- 

10.2 If yes, contact the regional Municipal Services Office-MMA staff to discuss whether any reports may be needed.

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## 11. Servicing

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11.1 Indicate in a) and b) the proposed type of servicing for the subject land. Select the appropriate type of servicing from Table B.

11.1 a) Indicate the proposed type of sewage disposal system - whether sewage disposal will be provided to the subject land by a publicly owned and operated sanitary sewage system, a privately owned and operated individual or communal septic system or other means?\*

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11.1 b) Indicate the proposed type of water supply system - whether water will be provided to the subject land by a publicly owned and operated piped water system, a privately owned and operated individual or communal well, a lake or other water body or other means?\*

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11.2 Hauled Sewage

If development is proposed on privately owned and operated individual or communal septic system, provide confirmation that there is adequate reserve sewage treatment capacity for hauled sewage (septage) resulting from the proposed development. See Table B below.



**Table B - Sewage Disposal and Water Supply**

	Type of Servicing	Reports/Information Needed
<b>Sewage Disposal</b>	a) Publicly owned and operated sanitary sewage system	Applicants must provide evidence in their application that there is municipal confirmation of sufficient uncommitted reserve sewage system capacity to service the development at the time of conditional consent.
	b) Public communal septic	Development generating effluent of more than 4,500 litres per day may need a servicing options study and hydrogeological report.
	c) Privately owned and operated individual septic system	If the requested change would permit development on individual or communal septic system and more than 4,500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report and a hydrogeological report may be needed.  If proposal would produce effluent less than 4,500 litres per day, a hydrogeological report may be needed.
	d) Privately owned and operated communal septic system	If the requested change would permit development on individual or communal septic system and more than 4,500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report and a hydrogeological report may be needed.  If proposal would produce effluent less than 4,500 litres per day, a hydrogeological report may be needed.
	e) Privy	Provide details on location and size of out-houses.
	f) Other	Please describe
<b>Hauled Sewage</b>		If development is proposed on privately owned and operated individual or communal septic systems, applicant must provide evidence in the application showing either:  i) municipal confirmation of sufficient uncommitted reserve sewage system capacity for treatment of septage resulting from the proposed development; OR  ii) confirmation (i.e., letter) from a commercial enterprise (private provider) for hauled sewage (septage) indicating that capacity is available to accommodate the specific proposal.
<b>Water Supply</b>	a) Publicly owned and operated piped water system	Applicants must provide evidence in their application that there is municipal confirmation of sufficient reserve water system capacity to service the development at the time of conditional consent.
	b) Privately owned and operated individual well	Development on communal or individual well system may need a servicing options report and a hydrogeological report.  Non-residential development on communal well system may need a hydrogeological report.
	c) Privately owned and operated communal well	Development on communal or individual well system may need a servicing options report and a hydrogeological report.  Non-residential development on communal well system may need a hydrogeological report.
	d) Lake	A Permit to Take Water may be required. Contact your regional Municipal Services Office and the Ministry of the Environment and Climate Change office for guidance.
	e) Other water body	Please describe
	f) Other means	Please describe

**Notes:**

1. To facilitate review of the application, submit a letter from the municipality to show concurrence (or not) with the recommendations in the servicing options report.
2. Before undertaking a hydrogeological report, consult MMA for advice given the location of the subject land.
3. Where communal services are proposed (water and/or sewage), ownership of these services must be assumed by the municipality or a public body through a signed letter of acceptance.
4. To facilitate review of the application, submit a letter from the local health unit indicating that the site is developable and could accommodate the proposal.
5. A building permit is required for septic systems under Part 8 of the Building Code. See Appendix A.

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**12. Access**

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12.1 The proposed road access would be by:

Municipal road maintained all year

**Note:** (See Appendix A for information on MTO Access Permits)

Certain type of development is not permitted on seasonally maintained roads.

Early consultation with your regional MSO is recommended.

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12.2 Additional details on "other public road" and "right-of-way"

Would proposed road access be by:

Crown road    Local roads board    Private road

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12.3 If access to the subject land is by "other public road" or "right-of-way", or private road, indicate:

i) The owner of the land or road

N/A

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ii) Who is responsible for maintenance

N/A

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iii) Whether maintenance is seasonal or year round

N/A

**Note:** Access by right-of-ways and/or private roads are not usually permitted, except as part of a condominium.

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12.4 Is water access ONLY proposed?\*

Yes    No

If yes, on a separate page, describe i) the parking and ii) docking facilities to be used and the approximate distance of these facilities from the subject land and the nearest public road access.

Attached

You may be required to provide a letter from the owner(s) of a commercially operated parking and docking facility indicating that capacity is available to accommodate your specific proposal.

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**13. Proposal Waste Disposal**

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13.1 Garbage disposal is proposed to be by:

Garbage collection    Municipal dump    Crown landfill    Other

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13.2 Other Services Please check the other services available and the provider(s) of these services.

Services	Provider
<input checked="" type="checkbox"/> Electricity	hydro one
<input checked="" type="checkbox"/> School bussing	unknown
<input type="checkbox"/> Other	

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13.3 a) The proposed stormwater drainage would be by:

N/A

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**14. Sketch: Use the attached sketch sheet. To help you prepare the sketch, refer to the attached sample sketch.**

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**14.1** The application shall be accompanied by a sketch showing, in **metric units**, the following:

- The boundaries and dimensions of the subject land, the part that is intended to be severed and the part that is intended to be retained;
- The location, size and type of all existing and proposed buildings and structures on the subject land, including their setback from the front yard, rear yard, side yard and opposite side yard;
- The boundaries and dimensions of any land abutting the subject land that is owned by the owner of the subject land;
- The approximate distance between the subject land and the nearest township lot line or landmark, such as a railway crossing or bridge;
- The location of all lands previously severed from the parcel originally acquired by the current owner of the subject land;
- The approximate location of all natural and artificial features on the subject land and adjacent lands that, in the opinion of the applicant, may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks;
- The current use(s) on land that is adjacent to the subject land;
- The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- If access to the subject land is by water only, the location of the parking and boat docking facilities to be used;
- The location and nature of any easement affecting the subject land;
- The severed parcel, the date of transfer, the name of the transferee and the use of the land.

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**15. Other Information**

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**15.1** Is there any other information that may be useful to the ministry in reviewing this application (e.g., information relating to the requirements and policies in the municipal official plan or efforts made to resolve outstanding objections or concerns by area resident(s), the municipality, other)?

If so, explain below or attach a separate page with this information.

N/A

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**15.2** The original or certified copy of any other information and materials, as required by the official plan of the municipality/planning board, must be provided with this application.

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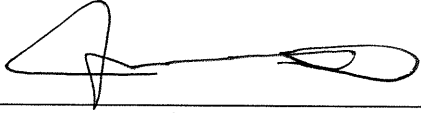
**15.3** Where applicable and relevant information is available in a planning report submitted to council, or in a technical study/report(s) prepared for the proposal, please provide the name, section and page number if you have referenced the study/report(s) in any of the questions above.

**16. Affidavit or Sworn Declaration**

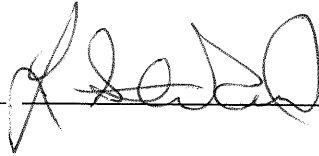
I, Stenlund, Larry Dale of the Township of Lyon  
Last Name, First Name\* Municipality\*  
in the province of\* Ontario, make oath and say (or solemnly declare) that the information required  
under Schedule 1 to Ontario Regulation 197/96, and provided by the applicant in this application is accurate, and that the information  
contained in the documents that accompany this application is accurate.

Sworn (or declared) before me at the City of Thunder Bay in the District of Thunder Bay  
(lower-tier municipality) (upper-tier municipality)

this\* 25 day of\* September, \*2020.



**Commissioner of Oaths**



**Applicant**

Jessica Duarte Alves  
Barrister and Solicitor

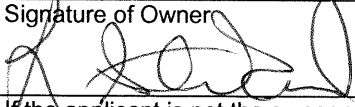
## 17. Authorizations

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

### 17.1 Authorization of Owner for Agent to Make the Application

I, Stenlund, Larry Dale, am the owner of the land that is the subject of this application for  
Last Name, First Name  
consent and I authorize Alves, Jessica  
to make this application on my behalf.

Signature of Owner



Date (yyyy/mm/dd)

2020/09/25

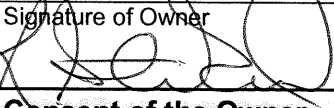
If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

### 17.2 Authorization of Owner for Agent to Provide Personal Information

I, Stenlund, Larry Dale, am the owner of the land that is the subject of this application for  
Last Name, First Name  
application for consent and for the purposes of the **Freedom of Information and Protection of Privacy Act**.

I authorize Alves, Jessica, as my agent for this application, to provide any of my  
Last Name, First Name  
personal information that will be included in this application or collected during the processing of the application

Signature of Owner



Date (yyyy/mm/dd)

2020/09/25

## 18. Consent of the Owner

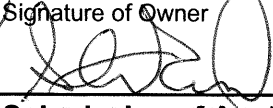
Complete the consent of the owner concerning personal information set out below.

### 18.1 Consent of the Owner to the Use and Disclosure of Personal Information

I, Stenlund, Larry Dale, am the owner of the land that is the subject of this application for  
Last Name, First Name  
application and for consent and for the purposes of the **Freedom of Information and Protection of Privacy Act**.

I authorize and consent to the use by, or the disclosure to, any person or public body of any personal information that is collected under the authority of the **Planning Act** for the purposes of processing this application.

Signature of Owner



Date (yyyy/mm/dd)

2020/09/25

## 19. Submission of Application

Date of application to Ministry of Municipal Affairs (yyyy/mm/dd)\*  
2020/09/25

## 20. Applicant's Checklist

- i) Have you remembered to attach the following:
- One original and one copy of the completed application form (ensure you have a copy for yourself), including the sketch, key plan and any reports indicated in the application form?
  - The required fee, either a certified cheque or money order, payable to the Minister of Finance?
  - A copy of the letter from the local health unit or conservation authority (as appropriate) indicating that the site is developable and could accommodate the proposed development?
- ii)  Check that the application form is signed and dated by the owner/agent?

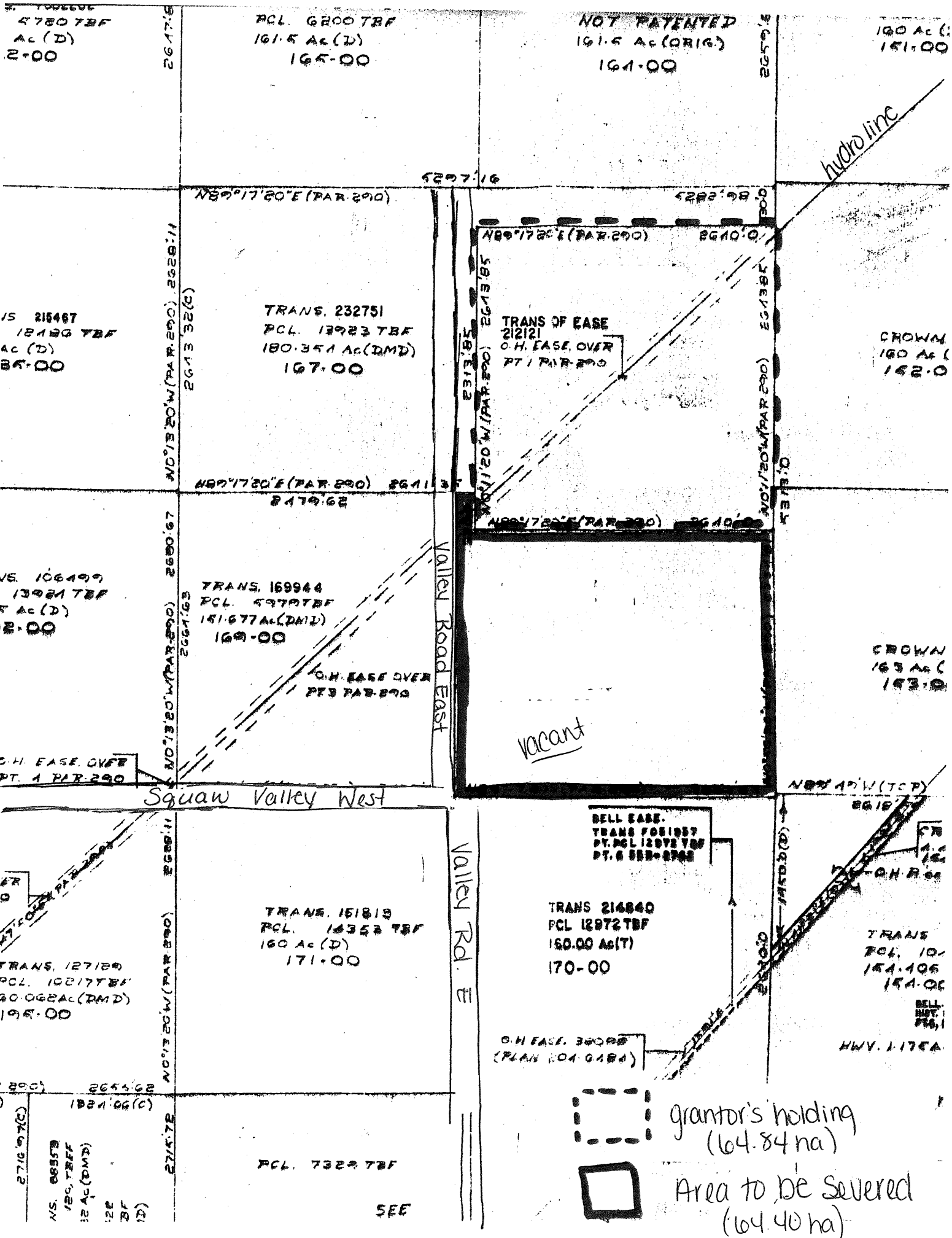
Note: Applicants will be also required to cover the ministry's cost for providing public notice (e.g. advertising).

**21. Sketch Sheet**

- ▶ Sketch Accompanying Application  
(Please use metric units and refer to section 14 for details.)

**Key Plan**





S. 1006606  
5780 TBF  
Ac (D)  
2-00

PCL. 6800 TBF  
161.5 Ac (D)  
165-00

NOT PATENTED  
161.5 Ac (ORIG)  
164-00

160 Ac (C)  
151-00

15 216467  
12180 TBF  
Ac (D)  
85-00

TRANS. 232751  
PCL. 12923 TBF  
180.351 Ac (DMD)  
167-00

TRANS OF EASE  
21211  
O.H. EASE, OVER  
PT. 1 PAR-290

CROWN  
160 Ac (C)  
162-00

15. 106499  
13921 TBF  
Ac (D)  
8-00

TRANS. 169944  
PCL. 5970 TBF  
151.677 Ac (DMD)  
160-00

O.H. EASE OVER  
PT. 3 PAR-290

CROWN  
163 Ac (C)  
163-00

O.H. EASE, OVER  
PT. 1 PAR-290

*vacant*

Squaw Valley West

TRANS. 127189  
PCL. 10217 TBF  
90.062 Ac (DMD)  
195-00

TRANS. 151813  
PCL. 16352 TBF  
160 Ac (D)  
171-00

BELL EASE.  
TRANS FOR 1957  
PT. PCL 12972 TBF  
PT. 6 558-2900

TRANS 214840  
PCL 12972 TBF  
150.00 Ac (T)  
170-00

TRANS  
PCL. 10  
154.406  
154-00

O.H. EASE. 39000  
(PLAN 204-0484)


BELL  
HOLD.  
PT. 1  
HWV. 1-175A


2800  
265562  
182106 (C)

271657 (C)  
NS. 88573  
120 TBF  
32 Ac (DMD)  
28  
BF  
(D)

PCL. 7329 TBF

SEE

 grantor's holding  
(64.84 ha)

 Area to be severed  
(64.40 ha)

APPENDIX "B"  
EASEMENTS

There are two easements affecting the subject land:

1. A Transfer of Easement for Transmission Lines dated July 8<sup>th</sup>, 1968. Attached hereto is a copy of said Easement registered as LPA82942.
2. Road Use Easement, with a fixed term, in favour of Upper Canada Transmission Inc. Attached hereto is a copy of said Easement registered as TY276584.



**Properties**

*PIN* 62484 - 0147 LT *Interest/Estate* Easement  Add Easement  
*Description* SERVIENT LANDS: PCL 5658 SEC TBF; E PT LT 4 CON 10 LYON AS IN PPA3571; DISTRICT OF THUNDER BAY  
 DOMINANT LANDS: EASEMENT IN GROSS  
*Address* DISTRICT OF THUNDER BAY

**Consideration**

*Consideration* \$10,922.43

**Transferor(s)**

The transferor(s) hereby transfers the easement to the transferee(s).

*Name* STENLUND, LARRY DALE  
*Address for Service* RR#1  
 Hurkett, ON P0T 1K0

I am at least 18 years of age.

Dale Ann Stenlund is my spouse and has consented to this transaction.

This document is not authorized under Power of Attorney by this party.

<b>Transferee(s)</b>	<b>Capacity</b>	<b>Share</b>
----------------------	-----------------	--------------

<i>Name</i> UPPER CANADA TRANSMISSION INC.	General Partner	
<i>Address for Service</i> 390 Bay Street, Suite 1720 Toronto, ON M5H 2Y2		

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner, the firm name of the Limited Partnership is NEXTBRIDGE INFRASTRUCTURE LP.

**Statements**

Schedule: See Schedules

I Derek J. McCallum solicitor make the following law statement that NEXTBRIDGE INFRASTRUCTURE LP, as represented by its general partner, UPPER CANADA TRANSMISSION INC. is a utility company.

**Signed By**

Elena Yim-Bing Leung	181 Bay St., Suite 1800, Box 754 Toronto M5J 2T9	acting for Transferor(s)	First Signed	2019 09 26
----------------------	--	-----------------------------	-----------------	------------

Tel 416-863-1500  
 Fax 416-863-1515

Derek James McCallum	181 Bay St., Suite 1800, Box 754 Toronto M5J 2T9	acting for Transferor(s)	Last Signed	2020 02 05
----------------------	--	-----------------------------	----------------	------------

Tel 416-863-1500  
 Fax 416-863-1515

I have the authority to sign and register the document on behalf of all parties to the document.

Elena Yim-Bing Leung	181 Bay St., Suite 1800, Box 754 Toronto M5J 2T9	acting for Transferee(s)	First Signed	2019 09 26
----------------------	--	-----------------------------	-----------------	------------

Tel 416-863-1500  
 Fax 416-863-1515

Derek James McCallum	181 Bay St., Suite 1800, Box 754 Toronto M5J 2T9	acting for Transferee(s)	Last Signed	2020 02 05
----------------------	--	-----------------------------	----------------	------------

Tel 416-863-1500  
 Fax 416-863-1515

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

AIRD & BERLIS LLP

181 Bay St., Suite 1800, Box 754  
Toronto  
M5J 2T9

2020 02 05

Tel 416-863-1500

Fax 416-863-1515

**Fees/Taxes/Payment**

Statutory Registration Fee	\$65.05
Provincial Land Transfer Tax	\$54.61
Total Paid	\$119.66

**File Number**

Transferee Client File Number : 120731-DJM

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 62484 - 0147 SERVIENT LANDS: PCL 5658 SEC TBF; E PT LT 4 CON 10 LYON AS IN PPA3571; DISTRICT OF THUNDER BAY

DOMINANT LANDS: EASEMENT IN GROSS

BY: STENLUND, LARRY DALE

TO: UPPER CANADA TRANSMISSION INC.

General Partner

1. JENNIFER TIDMARSH, PROJECT MANAGER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for UPPER CANADA TRANSMISSION INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$10,922.43
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$10,922.43
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$10,922.43

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (h) OTHER The 5.0.1 tax does not apply to this property as this property is not within the golden horseshoe and the Transferee is not a non-resident.
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

**PROPERTY Information Record**

A. Nature of Instrument: Transfer Easement  
LRO 55 Registration No. TY276584 Date: 2020/01/07

B. Property(s): PIN 62484 - 0147 Address DISTRICT OF THUNDER BAY Assessment - Roll No

C. Address for Service: 390 Bay Street, Suite 1720  
Toronto, ON M5H 2Y2

D. (i) Last Conveyance(s): PIN 62484 - 0147 Registration No. LT214839  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Elena Yim-Bing Leung  
181 Bay St., Suite 1800, Box 754  
Toronto M5J 2T9

## ROAD USE EASEMENT – FIXED TERM

THIS ROAD USE EASEMENT ("Easement"), is made effective this 15 day of August, 2019 ("Effective Date") by and between Larry Dale Stenlund ("Grantor") being the registered and beneficial owner of the lands and premises legally described in Exhibit "A" attached hereto (the "Property"), and NextBridge Infrastructure LP ("Grantee").

FOR AND IN CONSIDERATION of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, convey and transfer to Grantee, its officers, employees, agents, contractors, subcontractors, tenants, franchisees, licensees, successors and assigns, an easement and right-of-way in, on, over, across and along that portion of the Property more particularly described on Exhibit "B1" ("Easement Area") and as shown on the diagram attached as Exhibit "B2", for pedestrian and vehicular access over the Easement Area to allow the Grantee, its successors, assigns, servants, agents, contractors, licensees, workmen and other invitees access to the Grantee's transmission facilities (being transmission facilities for electricity and/or fibre optic telecommunications), along with the right to improve the surface of the Easement Area in order to accommodate the transportation of equipment and vehicles. Once the final reference plan describing the extent of the Easement Area has been prepared and deposited by Grantee on title to the Property, Grantor confirms that Grantee is irrevocably authorized and directed to insert the Part No(s), and Reference Plan No. into the attached Exhibit "B1" and register this Easement without the requirement of any further approval or action by Grantor.

1. **No Interference.** Grantor covenants and agrees that it shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, or improvements of any type whatsoever upon the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Easement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to Grantee's rights hereunder. Grantee covenants and agrees that it shall take all commercially reasonable efforts to conduct its activities in a manner to minimize any interference with the use of the Easement Area by the Grantor or any other party entitled to use the Easement Area.

2. **Term.**

(a) The term of this Grant shall commence on the Effective Date (the "Commencement Date") and continue for a period of five (5) years (the "Initial Term"). Upon completion of the Initial Term and subject at all times to each of the Grantee's rights to terminate as set out in Section 10 hereof, the Grantee shall have the right to extend this Grant for further consecutive one (1) year periods (each a "Renewal Term" and, together with the Initial Term, hereinafter collectively referred to as the "Term") on the same terms and conditions as set out in this Easement. This Grant shall be automatically renewed for the next Renewal Term unless the Grantor is notified in writing by the Grantee at least three (3) months prior to the expiry of the Initial Term of this Grant or the then current Renewal Term, as the case may be, that the Grantee will not be renewing, or further renewing, as the case may be, this Grant. Notwithstanding the foregoing, this Grant shall expire following the (2<sup>nd</sup>) Renewal Term.

(b) During the Term the Grantee covenants and agrees to pay, from and after the Commencement Date, the following amounts (the "Easement Fee") of lawful money of Canada, on the first day of the Initial Term and each Renewal Term:

- A. ~~For the Initial Term, the amount of Four Thousand Five Hundred Fourteen and 63/100 (\$4,514.63) DOLLARS plus HST;~~
- B. ~~For each Renewal Term, the amount of Four Thousand Five Hundred Fourteen and 63/100 (\$4,514.63) DOLLARS plus HST.~~

3. **Authority and Ownership.** Grantor hereby represents and warrants to Grantee that it is the sole registered owner of the Property in fee simple, subject to no liens or encumbrances registered in priority to this Easement, except as may be disclosed by registered title to the Property on or before the Effective Date, and is fully authorized and empowered to grant the rights, privileges and benefits granted to Grantee in this Easement.

4. **Crop and Timber Compensation.** Crop damage that can be reasonably demonstrated to have been caused by Grantee as a result of performing the activities authorized in this Easement, shall be paid for by Grantee according to the established yield per acre as documented in crop insurance documentation for the Property and using the price provided by the local grain elevator. Merchantable timber loss or removal that can be reasonably demonstrated to have been caused by Grantee as a result of performing the activities authorized in this Easement, shall be paid for by Grantee according to the established local market

rates for the Property. Each time Grantee exercises its rights under this Easement, Grantee shall compensate Grantor for all crops or merchantable timber lost or damaged by reason of Grantee's use hereunder.

5. **Indemnification and Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee exercising its rights under this Easement including liability resulting in injuries to persons who enter onto the Property in the exercise of its rights. Grantee agrees to place and at all times maintain public liability and property damage insurance against claims for personal injury, death or damage to property arising out of any of the operations of the Grantee under this Easement, or of any of the acts or omissions of the Grantee. This insurance shall be with a company or companies licensed to conduct business in the Province of Ontario and in such amounts as is standard in the industry. The Grantor shall be named as co-insured on any such policies with respect to the Easement Area.

6. **Assignment by Grantor.** No assignment by Grantor shall be effective unless and until the assignee executes an assumption agreement ("**Assumption Agreement**") with respect to this Easement agreeing to be bound by the terms hereof to the same extent as if it had been an original party hereto. For greater certainty, Grantor covenants and agrees that it will be a condition to any transfer or conveyance of the whole or any part of the Property by Grantor that Grantor shall cause the purchaser of any portion of the Property to execute such Assumption Agreement. The Assumption Agreement shall include an obligation of the purchaser to extract a similar covenant from any future purchaser of any portion of the Property. The failure of Grantor, or its successors and/or assigns, to obtain such agreement shall not invalidate this Easement.

7. **Assignment by Grantee; Mortgage Rights.**

(a) **Right to Mortgage and Assign.** Grantee, upon notice to Grantor, but without Grantor's consent or approval shall have the right to mortgage, charge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement or the Easement Area (collectively, its "**Facilities Assets**"). These various security interests in all or a part of the Facilities Assets are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, their designees, successors and assigns is referred to as a "**Mortgagee**". Grantee's notice to Grantor shall include the name and address of each Mortgagee and/or Assignee (as defined hereafter). To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor. Grantee shall also have the right without Grantor's consent to sell, convey, lease, sublease, grant or assign all or any portion of its Facilities Assets on either an exclusive or a non-exclusive basis, or to grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "**Assignment**"), to one or more persons or entities (each an "**Assignee**"). Assignees and Mortgagees shall use the Facilities Assets only for the uses permitted under this Easement. Assignees and Mortgagees shall have all rights and remedies allowed them under then existing laws, except as limited by their individual agreements with Grantee, provided that under no circumstances shall any Mortgagee or Assignee have any greater rights of ownership or use of the Property than the rights granted to Grantee in this Easement.

(b) **Grantor Obligations:** Grantor agrees to consent in writing to and to execute financing documents, including customary three party lender agreements, as may reasonably be required by Mortgagees. As a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Easement, Grantor shall give written notice of the default to each Mortgagee and Assignee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy.

(c) **Mortgagee/Assignee Obligations.** Any Mortgagee or Assignee that does not directly hold an interest in the Facilities Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Easement prior to the time the Mortgagee or Assignee directly holds an interest in this Easement, or succeeds to absolute title to Grantee's interest. A Mortgagee or Assignee shall be liable to perform obligations under this Easement only for and during the period it directly holds such interest or absolute title. Any Assignment permitted under this Easement shall release Grantee or other assignor from obligations accruing after the date that liability is assumed by the Assignee.

(d) **Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Easement, if such be the case), consents to assignment, direct lender agreements and non-disturbance agreements as Grantee or any Mortgagee or Assignee may reasonably request from time to time.

8. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to this Easement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and legal fees.

9. **Binding Effect; Governing Law.** This Easement shall be binding upon and shall inure to the benefit of both Grantor and Grantee, and their respective heirs, successors and assigns, and shall be deemed a covenant running with the land for all purposes. The provisions hereof shall be governed by and construed in accordance with the laws of the Province of Ontario. Grantee agrees that this Easement and the rights, privileges and easements granted pursuant thereto shall be declared to be an easement in favour of a generator, transmitter or distributor for the purpose of generation, transmission or distribution within the meaning of Section 42.1 of the *Electricity Act*, 1998.

10. **Termination.** Grantee shall have the right to terminate this Easement at any time upon delivering at least thirty (30) days prior written notice to Grantor. In the event of termination, Grantee has no right to recover any amounts previously paid to Grantor as consideration for this Easement.

11. **Notices.**

(a) Where this Easement requires notice to be delivered by one party to the other, such notice shall be given in writing and delivered either personally, via overnight mail, or by pre-paid registered post or by facsimile or other electronic delivery, by the party wishing to give such notice, or by the solicitor acting for such party, to the other party or to the solicitor acting for the other party at the addresses noted below:

To Grantor:

Larry Dale Stenlund  
R.R.#1  
Hurkett, ON P0T 1K0, Canada  
Phone: (807) 889-0788  
Email: N/A

AT  
Jan 7/17

To Grantee:

NextBridge Infrastructure LP  
390 Bay Street, Suite 1720  
Toronto, ON M5H 2Y2, Canada  
Phone: (416) 364-9714  
Attn: Business Management  
Email: info@nextbridge.ca

With a copy to:

NextBridge Infrastructure LP  
700 Universe Blvd  
Juno Beach, Florida 33410  
Phone: (561) 691-2359  
Attn: General Counsel  
Email: info@nextbridge.ca

Such notice shall be deemed to have been given, in the case of personal delivery, on the date of delivery, and, where given by registered post, on the third business day following the posting thereof, where given by overnight mail, on the next business day following the posting thereof and if sent by facsimile or electronic mail, the date of delivery shall be deemed to be the date of transmission if transmission occurs prior to 4:00 p.m. (Toronto time) on a business day and on the business day next following the date of transmission in any other case. It is understood that in the event of a threatened or actual postal disruption in the postal service in the postal area through which such notice must be sent, notice must be given personally as aforesaid or by facsimile or electronic mail, in which case notice shall be deemed to have been given as set out above. Grantee shall also be permitted to make any payment to Grantor electronically at Grantee's discretion and subject to Grantor's consent.

(b) Where this Easement requires payment to be delivered by one party to the other, such payment shall be delivered either personally, via overnight mail, or by pre-paid registered post to the addresses noted in Section 11(a). Such payment shall be deemed to have been given, in the case of personal delivery, on the date of delivery, and, where given by registered post, on the third business day following the posting thereof. In the event of a postal interruption, all payments to be made hereunder may be made or served personally or delivered to the intended recipient at the address of the recipient set out in Section 11(a). Grantee shall also be permitted to make any payment to Grantor electronically at Grantee's discretion and subject to Grantor's consent.

12. **Restoration.** On or before the termination or expiry of this Easement, the Grantee shall remove all surplus sub-soil and debris from the Easement Lands and restore them to their former state so far as is reasonably practicable. In the event the Grantee has removed any timber from the Easement Lands the

Grantee shall be deemed to have satisfied its obligations hereunder if the Grantee has undertaken natural regeneration or replanting using a certified native seed mix.

13. **Severability.** If any term or provision of this Easement, or the application thereof to any person or circumstances shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforceable to the fullest extent permitted by law.

14. **Counterparts.** This Easement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Easement by electronic delivery in portable document format (.pdf) or tagged image format (.tiff) shall be equally effective as delivery of a manually executed counterpart thereof.

15. **Family Law Act.** Grantor represents and warrants to Grantee that:

(a) Grantor is at least eighteen (18) years of age and either not a spouse within the meaning of the *Family Law Act*, R.S.O. 1990, c.F.3, as amended; or

(b) Grantor is at least eighteen (18) years of age and if a spouse within the meaning of the *Family Law Act*, R.S.O. 1990, c.F.3, as amended, then either: (A) this Easement has been executed by both spouses together comprising Grantor or consented to in writing by Grantor's spouse as is evidenced by the signature of the spouse on the consent attached hereto; or (B) spousal consent is not necessary for this transaction under the *Family Law Act*, R.S.O. 1990, c.F.3, unless the Grantor's spouse has executed the consent attached hereto; or

(c) if Grantor is a corporation, then no building(s) located on the Easement Area has been ordinarily occupied by any officer, director or shareholder of the corporation or by any of their spouses as a family residence or matrimonial home within the meaning of the *Family Law Act*, R.S.O. 1990, c.F.3, as amended, or if any officer, director or shareholder of the corporation or any of their spouses has ordinarily occupied a building located on the Easement Area as a family residence or matrimonial home within the meaning of the *Family Law Act*, R.S.O. 1990, c.F.3, as amended, then that spouse has consented to this Easement in writing as is evidenced by the signature of the spouse on the consent attached hereto.

16. **Grantee's Statutory Rights.** This Easement shall not affect or prejudice Grantee's statutory rights to acquire the Easement Area under any laws, including, without limitation, Grantee's statutory rights under the *Ontario Energy Board Act*, 1998, which rights may be exercised at Grantee's discretion, in the event, Grantor being unable or unwilling for any reason to perform this Easement, or, give to Grantee a clear and unencumbered title to the easement and right-of-way herein granted.

17. **Planning Act.** This Easement and the provisions hereof which create, or, are intended to create an interest in the Easement Area shall be effective to create such an interest only if the subdivision control provisions of the *Planning Act*, R.S.O. 1990 c. P. 13, as amended are complied with. The Grantee hereby declares that this Easement is being acquired by the Grantee for the purpose of an electricity transmission line within the meaning of Part VI of the *Ontario Energy Board Act*, 1998.

18. **Registration.** Grantee shall be entitled, at its cost and expense, to register this Easement or a notice in respect thereof, and any required reference plans in the applicable Land Registry Office, and, Grantor agrees to execute, at no cost to Grantee, all necessary instruments, plans and documentation for that purpose.

19. **Drainage Tile.** If any drainage tiles on or under the Easement Area have been damaged as a direct result of Grantee's activities, Grantee shall, at Grantee's sole option, either cause the repair or replacement of such damaged drainage tiles, or pay to Grantor the cost to repair or replace such damaged drainage tiles.

20. **Fencing.** Grantee shall not fence the Easement Area or any part thereof, without the written consent of the Grantor.

21. **HST.** Notwithstanding anything contained in this Easement to the contrary, it is expressly acknowledged and agreed by the parties that all payments identified herein are exclusive of any amounts payable in respect of the federal harmonized sales tax ("HST") pursuant to the *Excise Tax Act* (Canada), as applicable.

22. **Residency.** Where the Grantor is a non-resident of Canada for purposes of the *Income Tax Act* (Canada) (the "ITA"), and where the non-resident Grantor has not obtained and provided to the Grantee a non-resident withholding tax waiver at such time as the Grantee makes any payment to the Grantor, the Grantee shall withhold such percentage of any payment as mandated under the ITA. Grantor shall remit the withheld amount to Canada Revenue Agency, or its successor, in the manner and at the time required by the ITA. For further clarification, it is the Grantor's responsibility to obtain the tax waiver, if available.

In the event that the Grantee is assessed for any non-resident withholding taxes payable, the Grantor agrees to forthwith reimburse the Grantee for such amount together with applicable interest and penalties, if any. For tax purposes, Grantor is not a non-resident of Canada for purposes of the Income Tax Act (Canada) and agrees to notify the Grantee of any change of its residency during the term of the agreement.

23. **Default.** An "Event of Default" will be considered to have occurred when any one or more of the following happens:

(a) Grantee fails to pay any monetary payment when it is due and the failure continues for ten (10) business days after written notice from the Grantor to Grantee specifying the nature of the failure;

(b) Grantee fails to observe or perform any other of the terms, covenants, conditions or agreements contained in this Easement and Grantee fails to diligently commence to remedy the failure or default within 45 business days after written notice from Grantor to Grantee specifying the nature of the failure;

(c) the Grantee's Transmission Facilities or any of the goods, chattels, or fixtures of Grantee on the Easement Area are seized or taken or exigible in execution or in attachment or if a writ of execution or enforcement is issued against Grantee, which is not satisfied, lifted or stayed within 45 business days of written notice from the Grantor to Grantee specifying the nature of the failure;

(d) Grantee becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary dissolution, winding up or liquidation proceedings or if a receiver is appointed for all or part of the business, property, affairs or revenues of Grantee, or if Grantee makes a proposal, arrangement or compromise with creditors which is not set aside or stayed within 45 business days of such event occurring; or

(e) Grantee effects an Assignment that is not permitted by this Easement.

Upon an occurrence of an Event of Default the Grantor shall have the right to terminate this Easement and to pursue any other remedies available at law or in equity.

24. **Disputes.** In the event of any disputes respecting this Easement, either Party may by notice in writing require that the dispute be arbitrated pursuant to the *Arbitrations Act* (Ontario) and any amendments thereto. Within 14 days of notice being given of a dispute to be arbitrated, the Parties shall agree on a single Arbitrator from ADR Chambers in Toronto or from an equivalent arbitration group. In the absence of agreement, each Party shall immediately nominate an Arbitrator from ADR Chambers or an equivalent group and those nominees will confer and select another member of the group to serve as the single Arbitrator for the dispute. Any Arbitrator must have a minimum of ten (10) years' experience as a solicitor or a judge. The arbitration shall be held at the City of Toronto (or such other location as is agreed upon by the parties) and the procedure for the arbitration shall be as agreed between the Parties or, in the absence of agreement, as determined by the Arbitrator. The Parties agree, however, that they desire an efficient arbitration and that any discovery requests, either documentary or oral, should be consistent with this principle. The Parties agree that they will use best efforts to ensure that the arbitration hearing is to be conducted within ninety (90) days of the appointment of the Arbitrator. The final decision of the Arbitrator will be furnished to the Parties in writing and will constitute a conclusive determination of the issue in question and will be binding upon the Parties.

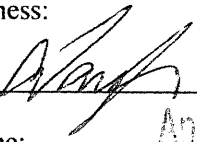
25. **Independent Legal Advice.** The Grantor acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Easement.

*[Remainder of page intentionally left blank, signature page follows]*



IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date first above written.

Witness:

  
\_\_\_\_\_

Name:

Andrew

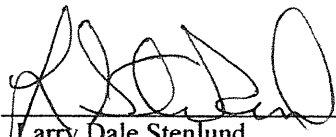
Address:

**CanACRE Ltd.**  
300-489 Queen St. East  
Toronto, ON, M5A 1V1

Date:

January 7, 2017

**Grantor:**

  
\_\_\_\_\_

Larry Dale Stenlund

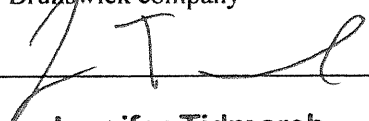
**Grantee:**

**NextBridge Infrastructure LP** by and through  
its general partner, Upper Canada Transmission,  
Inc., a New Brunswick company

Per:

Name:

Title:

  
\_\_\_\_\_

**Jennifer Tidmarsh**  
**Project Director**

Per:

Name:

Title:

We have authority to bind the Corporation.

*R.S.*

Exhibit "A"  
To Easement

*AT Jan 7/17*

Legal Description of Property

PCL 5658 SEC TBF; E PT LT 4 CON 10 LYON AS IN PPA3571 S/T DEBTS IN LT214839; S/T  
LPA82942; DISTRICT OF THUNDER BAY

BEING THE WHOLE OF PIN NO. 62484-0147 (LT)

**Exhibit "B1"**

**To Easement**

**Legal Description of Easement Area**

(Insert description from reference plan)

PT \_\_\_\_ LT \_\_\_\_, CON \_\_\_\_\_, DESIGNATED AS PART(S) \_ ON PLAN \_\_\_\_\_, BEING PART  
OF PIN NO. \_\_\_\_\_

**Exhibit "B2"**

**To Easement**

**Diagram Showing Property and Easement Area**

(Insert draft reference plan)

# PROPERTY SKETCH



12.3m

20 m

AT  
Jan 7/17

36.8m

SQUAW-VALLEY-EAST

PIN: 624840147

OWNER: STENLUND, LARRY DALE;

PROPOSED TEMPORARY ACCESS ROAD

AREA REQUIRED FOR PROPOSED TEMPORARY ACCESS ROAD: 4.013 ac

## NEXTBRIDGE INFRASTRUCTURE

### Property Sketch

SHOWING APPROXIMATE LOCATION OF PROPOSED TEMPORARY ACCESS ROAD

PCL 5658 SEC TBF; E PT LT 4 CON 10 LYON AS IN PPA3571 S/T DEBTS IN LT214839; S/T LPA82942; DISTRICT OF THUNDER BAY

Note: This document is for discussion purposes only. All calculations are approximate and will be corrected once a full survey is completed.

Projection: NAD 1983 UTM Zone 18N  
Sources: Parcel Data from First Base Solutions, Imagery from KBM Resources Group, Imagery from ESRI and its data providers, Ontario Ministry of Natural Resources and Forestry © Queen's Printer for Ontario, 2016.

Tract: EWT5023  
Date: 2016-12-06  
File: Map16-0137 - EWT5023\_TARV4  
Data: EWT\_ConstructionAccessRoad\_20MEasement\_20161118\_CA\_RdID

0 50 100 200 Metres

SCALE 1:5,000

CanACRE

NEXTBRIDGE  
INFRASTRUCTURE

Exhibit "C"

To Easement

Consent of Spouse

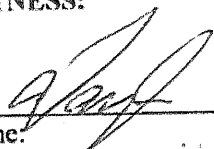
I, Dale Stenlund, being the spouse of Larry Dale Stenlund, do hereby give my consent to the grant of the lands made in this Easement the 15 day of August, 2019 in respect of the following property:

PCI. 5658 SEC TBF: E PT LT 4 CON 10 LYON AS IN PPA3571 S/T DEBTS IN LT214839; S/T LPA82942; DISTRICT OF THUNDER BAY


BEING THE WHOLE OF PIN NO. 62484-0147 (LT)

DATED this 7<sup>th</sup> day of January, 2016.

WITNESS:

  
Name: \_\_\_\_\_  
Address: 1111111111

SPOUSE OF GRANTOR

  
Name: Dale Stenlund  
Address: 116 Highway 582  
Hurkett, ON P0T 1K0

**CanACRE Ltd.**  
300-489 Queen St. East  
Toronto, ON, M5A 1V1

STATUTORY DECLARATION

RE: PLANNING ACT

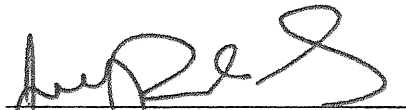
CANADA ) IN THE MATTER OF the easement (the "Easement") in  
          ) favour of NextBridge Infrastructure LP (the "Grantee"),  
PROVINCE OF ONTARIO ) with respect to the lands more particularly described in  
                          ) Exhibit "A" hereto (the "Easement Lands")

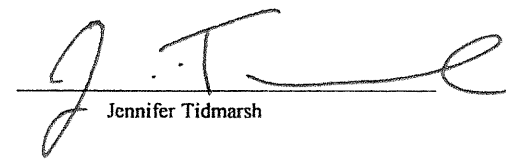
I, Jennifer Tidmarsh, DO SOLEMNLY DECLARE, in my capacity as Project Director of Upper Canada Transmission, Inc., a company incorporated pursuant to the laws of the Province of New Brunswick and authorized to conduct business in the Province of Ontario, the general partner of NextBridge Infrastructure LP, and without personal liability that:

1. I am the Project Director of Upper Canada Transmission, Inc., a company incorporated pursuant to the laws of the Province of New Brunswick and authorized to conduct business in the Province of Ontario, the general partner of NextBridge Infrastructure LP (the "Grantee") and, as such, am aware of the matters herein deposed to save where same are stated to be upon information and belief, and where so stated, I verily believe same to be true.
2. The Easement Lands being acquired by the Grantee pursuant to the Easement are being acquired for the purpose of an electricity distribution line, electricity transmission line, hydrocarbon distribution line or hydrocarbon transmission line within the meaning of Part VI of the *Ontario Energy Board Act*, 1998, in respect of which this Statutory Declaration has been made pursuant to sub-clause 50(3)(d) of the *Planning Act* (Ontario), as amended.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of Toronto, in )  
the Province of Ontario, this 29th day of April 2019. )

  
Demetrios Papamanolis,  
Barrister and Solicitor

  
Jennifer Tidmarsh

**Jennifer Tidmarsh**  
**Project Director**

82942

LAND TITLES ACT

Dated JUNE 14 1968

Number 82942

Received at the Office of Land Titles  
Port Arthur, Ontario

at 9:30 o'clock A.M. of the  
8th day of July 1968

and Entered in Folio 290 Volume 27

Parcel 5658' In the Register for  
THUNDER BAY FREEHOLD

Davidson & Co  
Repsy. MASTER OF TITLES

K. RAGNER JOHNSON

To

The Hydro-Electric Power Commission  
of Ontario

Property Department  
620 University Avenue

Toronto - Ontario

**Transfer of Payment**

for  
TRANSMISSION LINES

Recording P.A.R.-290  
Number No. 82939'

MASTER OF TITLES
REGISTRAR OF DEEDS
PORT ARTHUR, ONTARIO
RECD JUL 8 - 1968
TIME: 9:30 A.M.
FROM: K.E.R.C.
TAXI: -
FEES: 6.50

5.00 Recording P.A.R. 290  
10.00 not a priority  
21.00

District Thunder Bay  
Township Lyon  
Con. 10  
Lot. E part 4

(3)

P.A. 103850

John A.



# LAND TITLES ACT

This Transfer of Easement made in duplicate the 14<sup>th</sup> day of  
JUNE 1968.

Between K. RAGNER JOHNSON of the Township of Lyon in the  
District of Thunder Bay

herein called the Transferor

and

The Hydro-Electric Power Commission of Ontario

herein called the Commission

Witnesseth

1. THE Transferor is entitled to in fee simple and in possession of the land herein described.
2. PURSUANT to The Power Commission Act and amendments thereto, the Commission has erected, or is about to erect, a line for the transmission of electrical energy on this land.
3. IN CONSIDERATION of the sum of Seventy-Four ~~\_\_\_\_\_~~ 10/100 Dollars of lawful money of Canada, now paid by the Commission to the Transferor (the receipt whereof is hereby acknowledged) the Transferor hereby transfers and conveys in perpetuity to the Commission, its successors and assigns, the rights and easement:

(a) To erect, maintain, and operate Overhanging Wires  
~~with guys and braces, and to string wires thereon~~ Towers Poles Arches  
 (all or any of which works are herein called the line) on the land and premises (herein called the strip) known and described as:—

ALL AND SINGULAR that certain parcel or tract of land situate,  
 lying and being in the Township of Lyon in the District of  
 Thunder Bay and being composed of part of the East part of Lot 4  
 in the Tenth Concession of the said Township of Lyon shown  
 on a plan of survey of record in the Office of Land Titles at  
 Port Arthur as Plan PAR 290 and designated thereon as Part 2  
 being part of Parcel 5658 in the Register for Thunder Bay Freehold.

(b) To keep the strip clear of all brush and trees, except fruit trees not exceeding twelve feet in height, and to cut or trim from time to time such trees outside the strip as the Commission may consider necessary for the operation or maintenance of the line and necessary equipment;

(c) To erect such gates and bridges in the strip as the Commission may from time to time consider necessary;

(d) For the servants, agents, contractors, and workmen of the Commission at all times to pass and repass with any equipment along the strip to examine, repair, and renew the line, subject to payment by the Commission of compensation for any crop or other damage sustained by the Transferor due to the operation, maintenance, or renewal of the line;

(e) To remove, re-locate, and reconstruct the line in the strip, subject to payment by the Commission of additional compensation for any damage caused thereby; and

(f) To install an underground conductor for grounding purposes when and where required in the strip, to be at a minimum depth of twelve inches below the surface of any arable land.

4. THE Transferor covenants and agrees not to erect in the strip any buildings, structures, or other obstructions of any nature whatever.

5. ALL covenants herein contained shall be construed to be several as well as joint, and wherever the singular is used in this transfer of easement, the same shall be construed as including the plural where the context or the parties hereto so require.

6. THE burden and benefit of this transfer of easement shall run with the land and shall extend to, be binding on and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Signed and Delivered

In the presence of

*Lawrence J. Laughlin*

*K. Ragher Johnson*

K. Ragher Johnson

~~Albertine Stenlund the chargee of land described in a charge registered the 26th day of April 1952 as #40219 hereby consents to and concurs in the within Transfer of Easement and releases the rights and easement therein contained from the above recited charge.~~

~~Albertine Stenlund~~

The Hydro-Electric Power Commission of Ontario hereby applies to have the within Transfer of Easement registered subject to the rights (if any) of Albertine Stenlund more particularly set out in a Charge registered in the Office of Land Titles at Port Arthur on the 26th day of April 1952 as Number 40219.

The Hydro-Electric Power Commission  
of Ontario

Per:

*R. E. Wargalla*

# LAND TITLES ACT

I, K. Ragner Johnson

within named, make oath and say:

1. That I am the registered owner of the said lands.
2. That I am of the full age of twenty-one years or over.

SWORN before me at the *TOWNSHIP*  
of *LYON* in the *DISTRICT*  
of *THUNDER BAY* this *14TH*  
day of *JUNE* 19*68*

*04237*  
*04237*  
*04237*

*Lawrence T. Laughlin*  
A Commissioner, etc. K. Ragner Johnson

Lawrence Keith Laughlin, a Commissioner  
etc., Province of Ontario, for the Hydro-  
Electric Power Commission of Ontario.  
Expiry November 30, 1969.

# LAND TITLES ACT

I, *LAWRENCE K. LAUGHLIN*  
of the *BOROUGH* of *SCARBOROUGH* in the *COUNTY*  
of *YORK* make oath and say:

1. That I am well acquainted with *K. Ragner Johnson*

named in the within document and saw him sign the said document and the signature pur-  
porting to be his signature at the foot of the said document is in his  
handwriting.

2. That the said *K. Ragner Johnson*  
is, as I verily believe, the owner of the land within mentioned

3. That the said *K. Ragner Johnson*  
is of the age of twenty-one years or over, of sound mind and signed the said document  
voluntarily at the *TOWNSHIP* of *LYON*  
in the *DISTRICT* of *THUNDER BAY* in the Province of Ontario.

4. That I am a subscribing witness to the said document.

SWORN before me at the *City*  
of *Toronto* in the *County*  
of *York* this *24<sup>th</sup>*  
day of *June* 1968

*Lawrence K. Laughlin*

*R. E. Wargalla*  
A Commissioner, etc.

R. E. WARGALLA, a Commissioner etc.  
Province of Ontario, for The Hydro-  
Electric Power Commission of Ontario,  
Expiry Nov. 7, 1968



1121 Barton Street  
Thunder Bay ON P7B 5N3

**ROYAL BANK OF CANADA**  
Thunder Bay Business Services Centre  
100 - 1159 Alloy Drive  
Thunder Bay ON P7B 6M8

019752  
19752

25092020  
DDMMYYYY

**PAY** \*\*\*\*\*Eight Hundred Fifty One and 00/100

\$ \*\*\*\*\*851.00

**TO Minister of Finance**

BUSET LLP  
GENERAL ACCOUNT

21388-2

PER *[Signature]*

⑈019752⑈ ⑆03966⑆003⑆ 105⑆ 110⑆ 1⑆