

Fields marked with an asterisk (*) are required under Ontario Regulation 197/96.

1. Application Information

1.1 Owner/Chargee/Purchaser Information *

Owner Chargee Purchaser

First Name of Owner/Chargee/Purchaser 1 *	Last Name of Owner/Chargee/Purchaser 1 *
Justin	Castonguay
First Name of Owner/Chargee/Purchaser 2	Last Name of Owner/Chargee/Purchaser 2

Company Name (if applicable)

Home Telephone Number *	Business Telephone Number	CRA Business Number
705-923-5455		

Email Address
jay_tmrules@hotmail.com

Address

Unit Number	Street Number *	Street Name *	PO Box
	60	Lillico Road	
City/Town *	Province *	Postal/Zip Code *	
Swastika	ON	P0K 1T0	

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

First Name of Contact Person	Last Name of Contact Person
Andy Guy	Sopchyshyn

Company Name (if applicable)

Home Telephone Number	Business Telephone Number	CRA Business Number
705-363-7159	705-363-7159	

Email Address
asopchyshyn@hotmail.com

Address

Unit Number	Street Number	Street Name	PO Box
	342	Grenfell Road	
City/Town	Province	Postal/Zip Code	
Swastika	ON	P0K 1T0	

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

Note: Sub-surface rights can be found by contacting the Ontario Land Registry Office and the Provincial Recording Office.

First Name	Last Name

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

2.1 Is this application for: *

Transfer Lot addition	Other Purpose to resolve encroachment of home
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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
Robert	McBean

- 2.3 If a lot addition, provide the legal description of the lands to which the parcel will be added.
 PIN 61229-0415 (LT) PCL 7630 SEC CST; PT MINING CLAIM L19439 GRENFELL SRO AS IN LT95256
 RESERVING NEVERTHELESS A STRIP OF LAND 1 CHAIN IN PERPENDICULAR WIDTH ALONG THE
 SHORES OF KENOGAMI LAKE; DISTRICT OF TIMISKAMING; DISTRICT OF TIMISKAMING

What is the existing land use of the receiving parcel?
 Residential single family dwelling

What is the purpose of the lot addition request?
 The home of the purchaser extends onto the property of the owner, causing an encroachment issue. The
 proposed severance, purchase and land transfer is to resolve the encroachment issue.

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

- 3.1 What is the Property Identification Number (PIN)?
 (If PIN number is not available please complete section 3.2) 612290416
- 3.2 District / Upper Tier Municipality / Geographic Township (in an area without
 municipal organization, select District) *
 TIMISKAMING DISTRICT OF TIMISKAMING

Legal Description
 PCL 7641 SEC CST; PT MINING CLAIM L19439 GRENFELL SRO AS IN LT95857

Name of Street/Road LILLICO ROAD	Street Number 60
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3.3 Description

	Severed	Retained	Lot Addition (if applicable)
Frontage (m)	5.80	57.90	
Depth (m)	5.20	97.44	
Area (ha)	0.003	0.59	

3.4 Buildings and Structures

	Severed	Retained
Existing (construction date)	NONE	RESIDENCE
Proposed	NONE	NONE

- 3.5 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.

4. Designation of Subject Lands

4.1 Name of the official plan

Unorganized township, there is no official plan.

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

Unorganized township, there is no designation. The property of the purchaser has a residential single family dwelling. The property of the owner has a residential single family dwelling.

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

Unorganized township, there is no zoning.

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

Not applicable

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

Not applicable

5. Current and Proposed Land Use

5.1 Use of Property	Severed	Retained
Existing use(s)	Residential single family dwelling	Residential single family dwelling
Proposed use(s)	Addition to adjacent residential property to resolve encroachment of home.	

5.2 What are the surrounding land uses?

East Residential

South Lake

West Residential

North Vacant land

6. Former Uses of Site and Adjacent Land (History)

6.1 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.

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

Yes No Unknown

6.3 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

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

Yes No Unknown

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

Previous owners, neighbours and historical knowledge of the area.

6.6 If yes to any of (6.1), (6.2), (6.3) or (6.4) 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?

6.7 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.

7. Consultation with the Planning Approval Authority (Check boxes where applicable)

7.1 Has there been consultation with the Ministry of Municipal Affairs and Housing prior to submitting this application? *

Yes No

If yes, and if known, indicate the file number and/or the name of the person discussed this with.

7.2 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

7.3 Have you included any materials identified in the official plan as submission requirements for development applications with this application?

Yes No

7.4 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.

The parcel is located in an unorganized township, there is no official plan.

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

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

8.1 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.

8.2 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 Land Tribunal (OLT) or any of its predecessors, for approval of either:

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

8.3 Official Plan Amendment *

Yes No

i) File Number	ii) Status	iii) OLT File Number	iv) OLT Status
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8.4 Plan of Subdivision *

Yes No

i) File Number	ii) Status	iii) OLT File Number	iv) OLT Status
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8.5 Consent *

Yes No

i) File Number	ii) Status	iii) OLT File Number	iv) OLT Status
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8.6 Site Plan *

Yes No

i) File Number	ii) Status	iii) OLT File Number	iv) OLT Status
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8.7 Minor Variance *

Yes No

i) File Number

ii) Status

iii) OLT File Number

iv) OLT Status

8.8 Zoning By-law Amendment *

Yes No

i) File Number

ii) Status

iii) OLT File Number

iv) OLT Status

8.9 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.

9. Provincial Policy

9.1 Is the proposal consistent with the **Provincial Policy Statement (PPS)** issued under subsection 3(1) of the *Planning Act* (see Appendix A for more details)? *

Yes No

9.2 Explain how the application is consistent with the PPS. Attach a separate page if necessary.
[Section 1.1.6.1 - Rural Lands](#)

9.3 **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"/>	
An industrial or commercial use {specify the use(s)}		
A landfill site (closed or active)	<input type="checkbox"/> Closed <input type="checkbox"/> Active	
A sewage treatment plant or waste stabilization pond	<input type="checkbox"/>	
A provincially significant wetland within 120 metres of the subject land	<input type="checkbox"/>	
Significant coastal wetlands	<input type="checkbox"/>	
Significant wildlife habitat and significant habitat of endangered species and threatened species	<input type="checkbox"/>	
Fish habitat	<input type="checkbox"/>	
Flood plain	<input type="checkbox"/>	
A rehabilitated mine site, abandoned mine site or mine hazards	<input type="checkbox"/>	
An operating or a non-operating mine site within 1000 metres of the subject land	<input type="checkbox"/>	

Use or Feature	On the Subject Land	Within 500 Metres of subject land, unless otherwise specified (indicate approximate distance)
An active mine site or aggregates operation site within 1000 metres of the subject land	<input type="checkbox"/>	
A contaminated site	<input type="checkbox"/>	
Provincial highway	<input type="checkbox"/>	
An active railway line	<input type="checkbox"/>	
A municipal or federal airport	<input type="checkbox"/>	
Utility corridors	<input type="checkbox"/>	
Electricity generating station, hydro transformer, railway yard, etc.	<input type="checkbox"/>	
Crown land (identified by the Ministry of Natural Resources and Forestry as being of special interests, such as lake access points)	<input type="checkbox"/>	
Known Archaeological Resources	<input type="checkbox"/>	
Areas of Archaeological Potential	<input type="checkbox"/>	

10. Provincial Plans

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

Yes No

10.2 If yes, identify which provincial plan(s) and explain the current designation(s) of the subject land(s).

10.3 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.

11. Servicing

11.1 Subject Lands

Indicate in a) and b) the proposed type of servicing for the subject land. Select the appropriate type of servicing from Table B. If servicing is private, please indicate the type of private servicing.

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? *

[Private Services](#)

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? *

[Private Services](#)

11.2 Retained Lands

Indicate in a) and b) the proposed type of servicing for the retained lands. Select the appropriate type of servicing from Table B. If servicing is private, please indicate the type of private servicing.

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

Private Services

11.2 b) Indicate the proposed type of water supply system – whether water will be provided to the retained 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? *

Private Services

11.3 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.

The owner's parcel and the purchaser's parcel both have a residential single family dwelling. Both parcels already have their own approved private septic system. There is no new sewage requirement or proposed development on the parcel that is to be transferred.

Table B – Sewage Disposal and Water Supply

	Type of Servicing	Reports/Information Needed
Sewage Disposal	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.
Hauled Sewage		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.
Water Supply	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.

	Type of Servicing	Reports/Information Needed
	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 Environment, Conservation and Parks 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 MMAH 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.

12. Access

12.1 The proposed road access would be by: *

[Other public road](#)

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.

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

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

[Lillico Road Association](#)

ii) Who is responsible for maintenance

[Lillico Road Association](#)

iii) Whether maintenance is seasonal or year round

[Year round](#)

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

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.

13. Proposal Waste Disposal

13.1 Garbage disposal is proposed to be by:

- Garbage collection Municipal dump Crown landfill Other

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

Services	Provider
<input checked="" type="checkbox"/> Electricity	Ontario Hydro
<input checked="" type="checkbox"/> School bussing	District School Board Ontario North East
<input type="checkbox"/> Other	

13.3 a) The proposed stormwater drainage would be by:
Existing Natural Drainage

14. Sketch: Use the attached sketch sheet.

To help you prepare the sketch, refer to the attached sample sketch.

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.

15. Other Information

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.

The home of the purchaser extends onto the property of the owner, causing an encroachment issue. The proposed severance and land transfer is to resolve the encroachment issue.

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.

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.

15.4 Include a copy of the agreement of purchase and sale for the proposed severed lands and a statement from a lawyer certifying that there are no abutting lands.

16. Affidavit or Sworn Declaration

I, Sopchyshyn, Andy

Last Name, First Name *

of the Swastika

in the province of * Ontario

Municipality *

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 _____

(lower-tier municipality)

in the _____

Timmins

(upper-tier municipality)

this * 5th

day of * January

, * 20 24

AS
Single



Commissioner of Oaths

Tina Therese Marie Perreault,
a Commissioner, etc.,
Province of Ontario
for the Corporation
of the City of Timmins.
Expires April 3, 2024



Applicant

17. Authorizations

If the applicant is not the owner/chargee/purchaser 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/chargee/purchaser for Agent to Make the Application

I, Castonguay, Justin

Last Name, First Name

am the owner/chargee/purchaser of the land that is the subject of this application for consent and I authorize

Sopchyshyn, Andy

to make this application on my behalf.

Signature of Owner



Date (yyyy/mm/dd)

2024/01/03

If the applicant is not the owner/chargee/purchaser 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/chargee/purchaser for Agent to Provide Personal Information

I, Castonguay, Justin

Last Name, First Name

am the owner/chargee/purchaser of the land that is the subject of this application for consent and for the purposes of the **Freedom of Information and Protection of Privacy Act**.

I authorize Sopchyshyn, Andy

Last Name, First Name

as my agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of the application

Signature of Owner



Date (yyyy/mm/dd)

2024/01/03

18. Consent of the Owner/Chargee/Purchaser

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

18.1 Consent of the Owner/chargee/purchaser to the Use and Disclosure of Personal Information

I, Castonguay, Justin

Last Name, First Name

am the owner/chargee/purchaser of the land that is the subject of this application for 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)

2024/01/03

19. Submission of Application

Date of application to Ministry of Municipal Affairs (yyyy/mm/dd)*

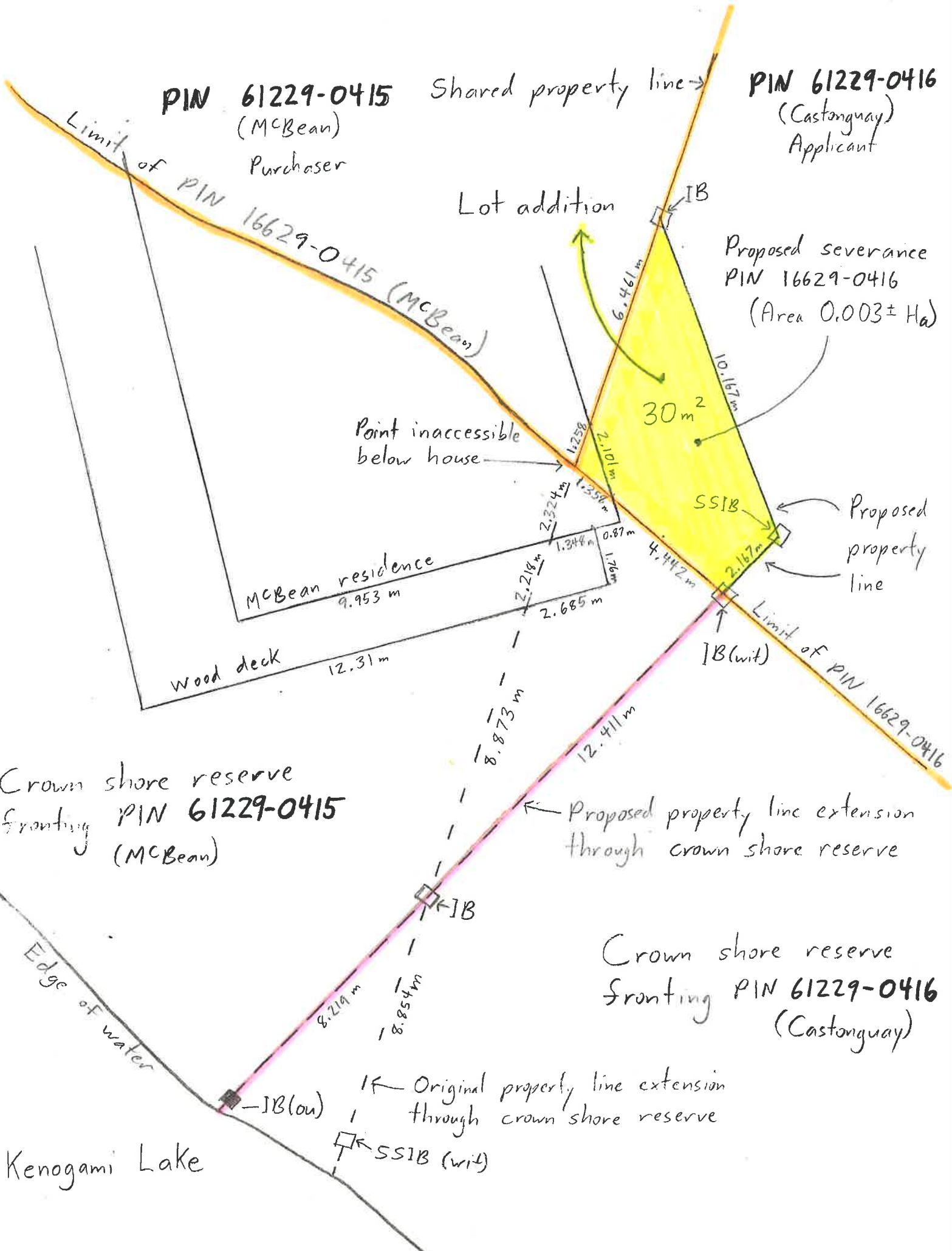
20. Applicant's Checklist

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).



PIN 61229-0415
 (McBean)
 Purchaser

PIN 61229-0416
 (Castonguay)
 Applicant

Lot addition

Proposed severance
 PIN 16629-0416
 (Area $0.003 \pm \text{Ha}$)

Point inaccessible
 below house

McBean residence
 9.953 m

Wood deck
 12.31 m

SSIB

Proposed
 property
 line

IB(wit)

Crown shore reserve
 fronting PIN 61229-0415
 (McBean)

Proposed property line extension
 through crown shore reserve

Crown shore reserve
 fronting PIN 61229-0416
 (Castonguay)

Kenogami Lake

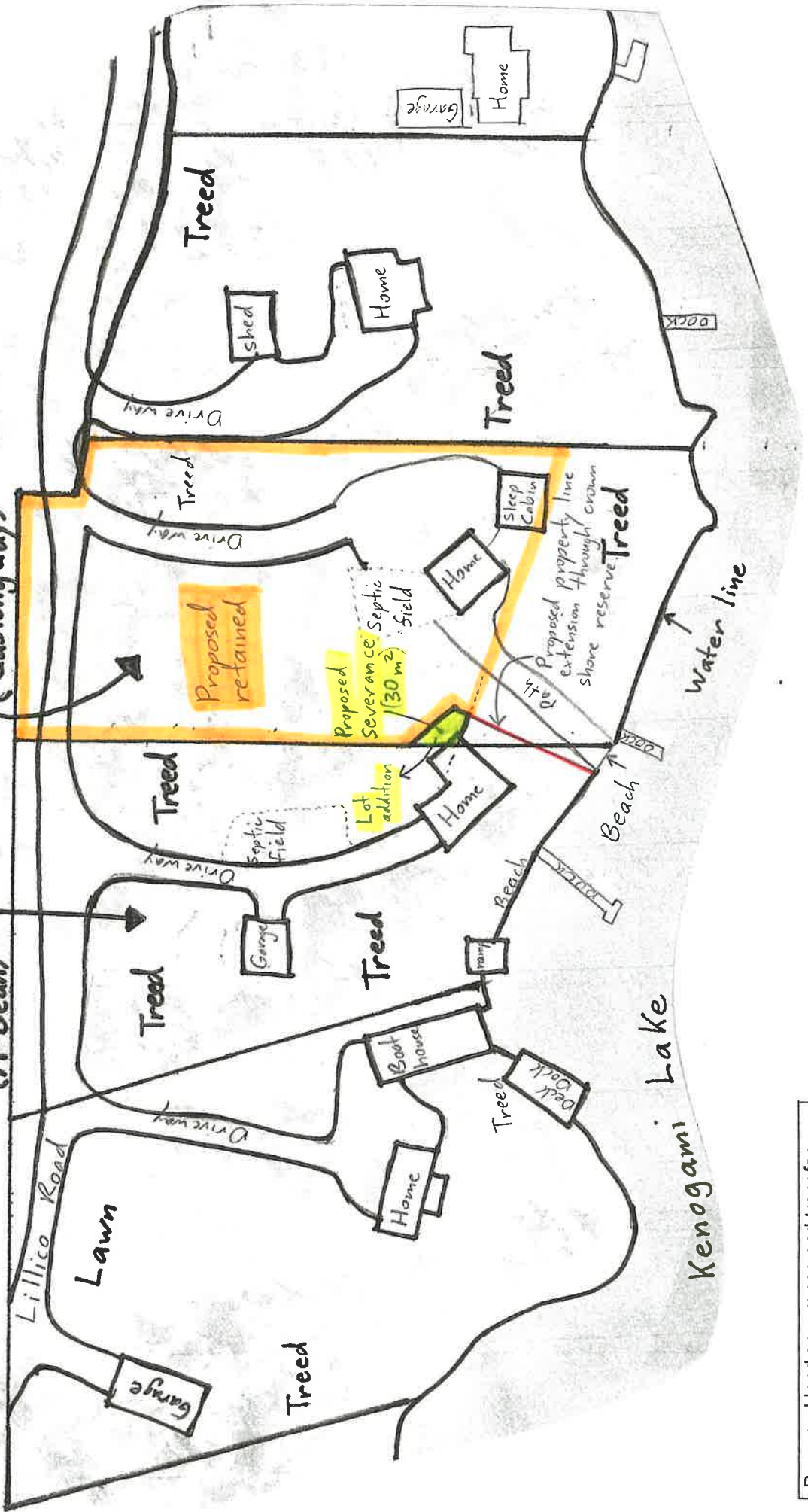
Original property line extension
 through crown shore reserve

SSIB (wit)

↖ Forested Area ↗

PIN 61229-0415
(McBean)

PIN 61229-0416
(Castonguay)



Proposed land severance and transfer
From PIN 61229-0416 (Castonguay) to
PIN 61229-0415 (McBean) to resolve
encroachment of home onto neighbouring
property.





Notes:



Proposed land severance and transfer
 From PIN 61229-0416 (Castonguay) to
 PIN 61229-0415 (McBean) to resolve
 encroachment of home onto neighbouring
 property.



The Ontario Ministry of Natural Resources and Forestry shall not be liable in any way for the use of, or reliance upon, this map or any information on this map. This map should not be used for: navigation, a plan of survey, routes, nor locations. THIS IS NOT A PLAN OF SURVEY.

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IN THE MATTER OF a purchase to Robert McBean and Pamela McBean from Justin Richard Castonguay of the part of 60 Lilloco Road, Township of Grenfell, District of Timiskaming, Swastika

I, Paul Bragagnolo, SOLEMNLY DECLARE that:


1. I am the solicitor for the Buyers, Robert McBean and Pamela McBean and have knowledge of the matters hereinafter deposed to.
2. Attached herewith as Schedule "A" are the PINS for both subject properties (61229-0416 and 6122-0415) and the Map.
3. I confirm that, as of today's date, there are no abutting lands for either the Buyers, Robert McBean and Pamela McBean or the Seller, Justin Richard Castonguay. The portion of land being purchased from the seller will be added to PIN 61229-0415 as a lot addition.

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.

DECLARED before me
at the City of Timmins
in the District of Cochrane
this 26th day of February
2024.


Marie Leonard

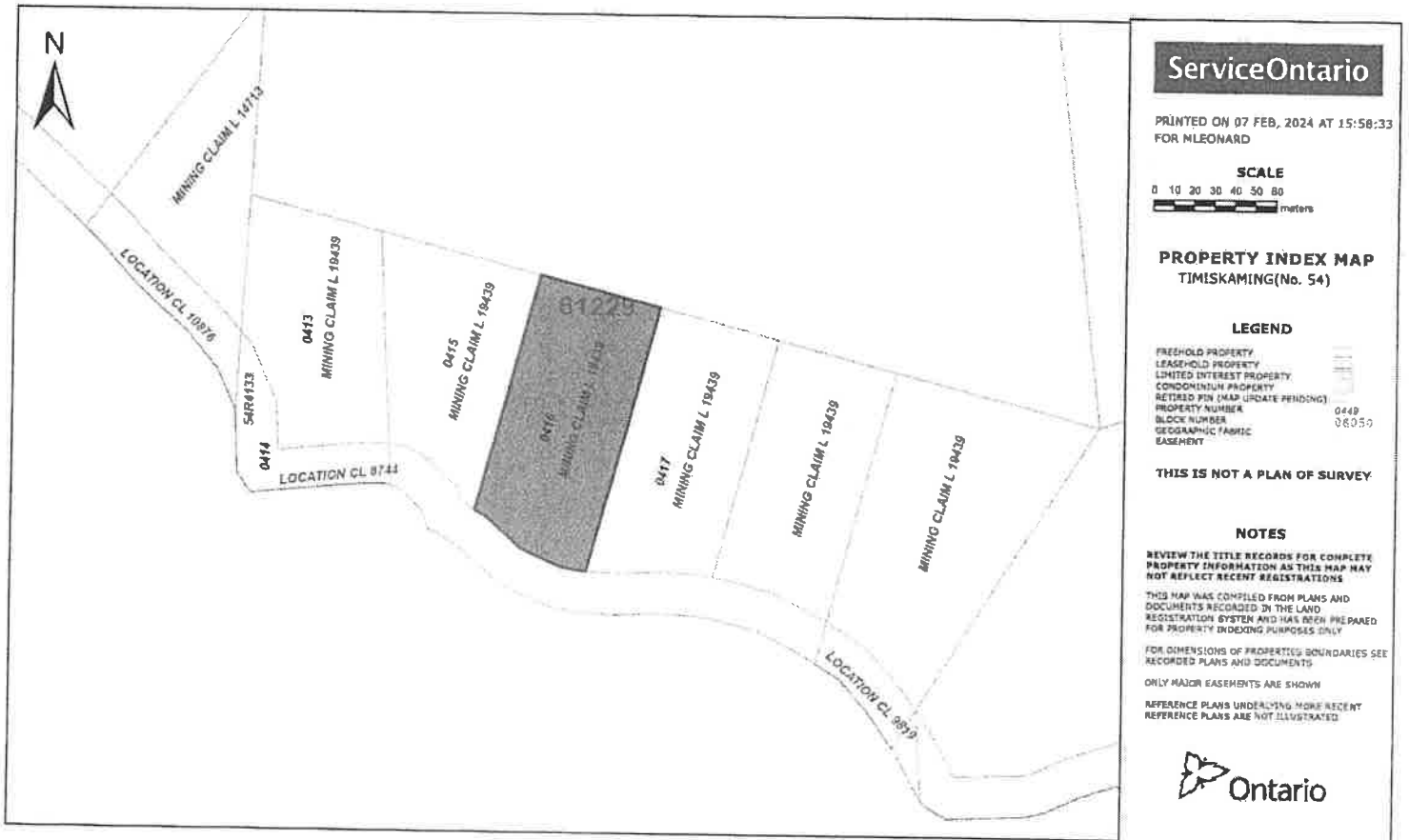
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Paul Bragagnolo

A COMMISSIONER, ETC.

Marie Catherine Leonard, a Commissioner,
etc., Province of Ontario,
for Evans, Bragagnolo & Sullivan LLP,
Barristers and Solicitors.
Expires July 22, 2026.

Schedule "A"





LAND
REGISTRY
OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

W219-0415 (1/1)

PAGE 1 OF 1
PREPARED FOR Electronic
ON 2024/02/27 AT 15:59:20

* CRYPTIC IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO PRESERVATIONS IN CROWN GRANT *

PROPERTY IDENTIFIER: LMC 7640 800 MET. FT. MCHING CLAIM L29439 GREENFELD SMO. AS IN L295256 RESERVING NEVERTHELESS A STRIP OF LAND 1 CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF EDMUNDWY LAKE; DISTRICT OF TIMISKAMING; DISTRICT OF TIMISKAMING.

PROPERTY FEATURES: CROWN GRANT SEE TP5556.

ESIA/QUALIFIER: /EE SIMPLE
ABSOLUTE

REGENCY:
FIRST CONVERSION FROM DOCK

RIN CREATION DATE:
2005/03/21

OWNER NAME:
MCBEAN, ROBERT
MCBEAN, PAMELA

CAPACITY SHARE:
NG
NG

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/03/18 **						
L295256	1949/08/19	NOTICE OF LEASE REMARKS: SKETCH ATTACHED.			C. N. BREXNER	C
L7157829	1969/01/22	ASSIGNMENT LEASE REMARKS: L295256			FETS, STANLEY F. FETS, VIRGINIA ANNE	C
L7167929	1977/08/29	NO ASSG LESSEE INT REMARKS: L295256			KING, WILLIAM C. KING, VIRGINIA M.	C
L7213382	1980/10/01	NO ASSG LESSEE INT REMARKS: L295256			MCBEAN, ROBERT MCBEAN, PAMELA	C
L2280692	1953/09/27	TRANSFER	62		MCBEAN, ROBERT MCBEAN, PAMELA	C
L227593	2010/12/10	CHARGE	5225,000	MCBEAN, PAMELA MCBEAN, ROBERT	ROYAL BANK OF CANADA	C

NOTE: ADDITIONAL PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTER OFFICE 454

61229-0416 (LTY)

PAGE 1 OF 1
PREPARED FOR LRO STAFF
ON 2024/02/15 AT 11:01:03

PROPERTY DESCRIPTION: PLOT 7641 SEC GST; PT MINING CLAIM L19439 GREENFELD SRO AS IN L195857 RESERVING NEVERTHELESS A STRIP OF LAND 1 CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF KENOGAMI LAKE; DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE 1P9556.

ESTATE/DEAL/TITLE: REGENTLY: FIRST CONVERSION FROM BOOK

PLN CREATION DATE: 2005/03/21

OWNERS: NAMES: CASTONGUAY, JUSTIN RICHARD CAPACITY SHARE ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHRG/CRKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
DT65008	2018/10/09	TRANSFER	\$190,000	MURD-GUIDER, DOMESS HURD, JOHN DAVID	CASTONGUAY, JUSTIN RICHARD	C
REMARKS: PLANNING ACT STATEMENTS.						
DT65125	2019/07/22	CHANGE	5388,000	CASTONGUAY, JUSTIN RICHARD	CASSE POPULAIRE VOYAGEURS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

60 Lilies Road.



Agreement of Purchase and Sale

Form 100

This Agreement of Purchase and Sale dated this 12th day of February, 2024

BUYER, Robert McBean and Pamela McBean, agrees to purchase from
(Full legal names of all Buyers)

SELLER, Justin Richard Castonguay the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address: Lillico Road fronting on the _____ side

of _____ in the Township of Grenfell, District of Timiskaming, Swastika

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as Part of PIN 61229-0416, being surface rights only of part of mining claim L19439, part of Parcel 7641 CST – see Schedule A for complete description (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Two Thousand Five Hundred ----- Dollars (CDN\$) 2,500.00

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One ----- Dollars (CDN\$) 1.00

by negotiable cheque payable to Vendor's solicitor "Deposit Holder"

to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A And B attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by Seller until 5 pm on
(Seller/Buyer)
the 16th day of February 2024, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed in accordance with terms in Schedule A.

3. **NOTICES:** ~~Seller hereby appoints the Listing Brokerage as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Only if the Co-operating Brokerage represents the interests of the Buyer in this transaction, the Buyer hereby appoints the Co-operating Brokerage as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.~~

FAX No: _____ (For delivery of notices to Seller)

FAX No: _____ (For delivery of notices to _____)

INITIALS OF BUYER(S):

PM RM

INITIALS OF SELLER(S):

JRC



4. CHATELS INCLUDED:

5. FIXTURES EXCLUDED:

6. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

7. HST: If this transaction is subject to Harmonized Sales Tax (H.S.T), then such tax shall be Included in
(included in/in addition to)

the Purchase Price If this transaction is not subject to H.S.T, Seller agrees to certify, on or before closing, that the transaction is not subject to H.S.T

8. TITLE SEARCH: Buyer shall be allowed until closing (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the

Property, and that its present use (Vacant land)

may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

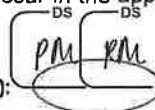
9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee, (with all related costs at the expense of

the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





- 12 **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13 **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
- 14 **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
- 15 **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16 **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.,1990.
- 17 **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
- 18 **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19 **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage or Salesperson, for any changes in property tax as a result of a re-assessment of the property.
- 20 **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21 **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
- 22 **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.,1990 unless Seller's spouse has executed the consent hereinafter provided.
- 23 **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24 **CONSUMER REPORTS:** **The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
- 25 **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[Handwritten initials]



25 SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

DocuSigned by: IN WITNESS whereof I have hereunto set my hand and seal:

Robert McBean

DATE Feb. 2024 (Seal)

(Witness)

DocuSigned by: Robert McBean

Pamela McBean

DATE: Feb. 2024

(Witness)

Pamela McBean

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Brokerage the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Brokerage to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Justin Richard Castonguay

DATE Feb. 2024 (Seal)

(Witness)

Justin Richard Castonguay

(Witness)

DATE:

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

DATE (Seal)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20

(Signature of Seller/Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

DATE

DATE

DATE

DATE

Address for Service

Address for Service

Tel No.

Tel No.

Seller's Lawyer EBS

Paul Bragagnolo, Evans, Bragagnolo & Sullivan

Address

Address Timmins

Tel. No. Fax No.

Tel. No. 705-264-1285 Fax No. 705-264-1175



Schedule "A" Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, _____ Robert McBean and Pamela McBean _____, and

SELLER, _____ Justin Richard Castonguay _____

For the purchase and sale of _____ Part of land on Lilloco Road, Swastika _____

dated the _____ 7th _____ day of February _____, 20 24 _____

The Buyer agrees to pay the balance of the purchase price due on closing by cash or certified cheque, subject to the usual adjustments, on closing.

Notices: Any notice relating hereto and provided for herein shall be in writing. Communication of acceptance of this offer, any counter offer, acceptance or notice of acceptance thereof, or any notice shall be sufficient and deemed given and received when hand delivered to the address for service provided herein, or where a facsimile number and/or email address is provided herein, when transmitted electronically to that facsimile number or email address.

Acceptance and Amendment: The parties hereto hereby acknowledge and agree that acceptance of this document or any amendment thereto may be made and communicated by facsimile transmission and/or email transmission addressed to the other party and/or in care of their respective Solicitors.

Counterparts: This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

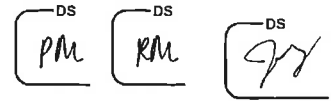
- A. This Offer is conditional upon the Buyer obtaining approval from the Ministry of Municipal Affairs as the lot addition for the severance of 5.80 m frontage, 5.20 m depth for approx. 0.003 hectares of the subject property in accordance with the Application for Consent attached as Schedule B.
- B. The closing date will be scheduled 10 days once consent has been received and survey completed as to the lot addition.
- C. The Buyers will be responsible for payment of the legal fees, disbursements, hst, cost of the reference plan by a surveyor all costs relating to the Application for Consent in the event that Evans, Bragagnolo & Sullivan represent both parties.
- D. The legal description is the surface rights only of part of mining claim L19439. Grenfell, Part 1 on Plan _____, District of Timiskaming, part of PIN 61229-0416.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): ^{DS} PM ^{DS} RM

INITIALS OF SELLER(S): ^{DS} JRC

Schedule "B"



Ministry of Municipal Affairs and
Housing

Application for Consent
Under Section 53 of the *Planning Act*

Fields marked with an asterisk (*) are required under Ontario Regulation 197/96.

1. Application Information

1.1 Owner/Chargee/Purchaser Information *

Owner Chargee Purchaser

First Name of Owner/Chargee/Purchaser 1 *
Justin

Last Name of Owner/Chargee/Purchaser 1 *
Castonguay

First Name of Owner/Chargee/Purchaser 2

Last Name of Owner/Chargee/Purchaser 2

Company Name (if applicable)

Home Telephone Number *
705-923-5455

Business Telephone Number

CRA Business Number

Email Address
jay_tmrules@hotmail.com

Address

Unit Number

Street Number *
60

Street Name *
Lillico Road

PO Box

City/Town *
Swastika

Province *
ON

Postal/Zip Code *
P0K 1T0

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

First Name of Contact Person
Andy Guy

Last Name of Contact Person
Sopchyshyn

Company Name (if applicable)

Home Telephone Number
705-363-7159

Business Telephone Number
705-363-7159

CRA Business Number

Email Address
asopchyshyn@hotmail.com

Address

Unit Number

Street Number
342

Street Name
Grenfell Road

PO Box

City/Town
Swastika

Province
ON

Postal/Zip Code
P0K 1T0

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

Note: Sub-surface rights can be found by contacting the Ontario Land Registry Office and the Provincial Recording Office.

First Name

Last Name

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

2.1 Is this application for: *

Transfer Lot addition

Other Purpose to resolve encroachment of home

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

First Name
Robert

Last Name
McBean