

87825

Line PL 15x12  
W.O. 841-2816-102

THE LAND TITLES ACT

DATED SEPTEMBER 25th A.D. 19 69

NIPIGON SKI ENTERPRISES LIMITED

to  
The Hydro-Electric Power Commission  
of Ontario  
PROPERTY DIVISION  
820 University Avenue  
Toronto - Ontario

Transfer of Easement

LOT E½ OF 10  
CON. 5  
TWP. NIPIGON  
DISTRICT THUNDER BAY

Number 87825

Received by the Office of Land Titles for  
Thunder Bay East, at the City of Thunder  
Bay, Ontario

at 11:00 a'clock P.M. of the  
6th day of September 1969  
and Entered in Folio 166 Volume 1  
Parcel 16 In the Register for  
THUNDER BAY EAST FREEHOLD

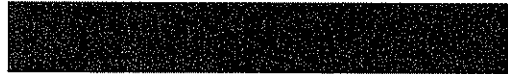
*[Signature]*  
Registrar

MASTER OF TITLES AND REGISTER OF DEEDS THUNDER BAY EAST	RECD SEP 25 - 1970
TIME: 11:00 P.M.	
FECM: ALB. C. C.	
TAX:	
FEES: 7.50	

## LAND TITLES ACT

This Transfer of Easement made in duplicate the 25th day of  
September 19 69 .

Between



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 ~~72~~ 05/100 dollars of lawful money of Canada, now paid by ~~the Transferor~~ 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 3 Towers ~~and~~ ~~and~~ ~~and~~ and to string wires thereon (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 Nipigon in the District of Thunder Bay ~~East~~ and being composed of that part of the East half of Lot 10 in the Fifth Concession of the said Township of Nipigon shown on a plan of survey of record in the Office of Land Titles at Thunder Bay ~~East~~, at the City of Thunder Bay, Ontario, as Plan PAR-528 and designated thereon as Part 2, being part of Parcel 16 in the Register for Thunder Bay East 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.

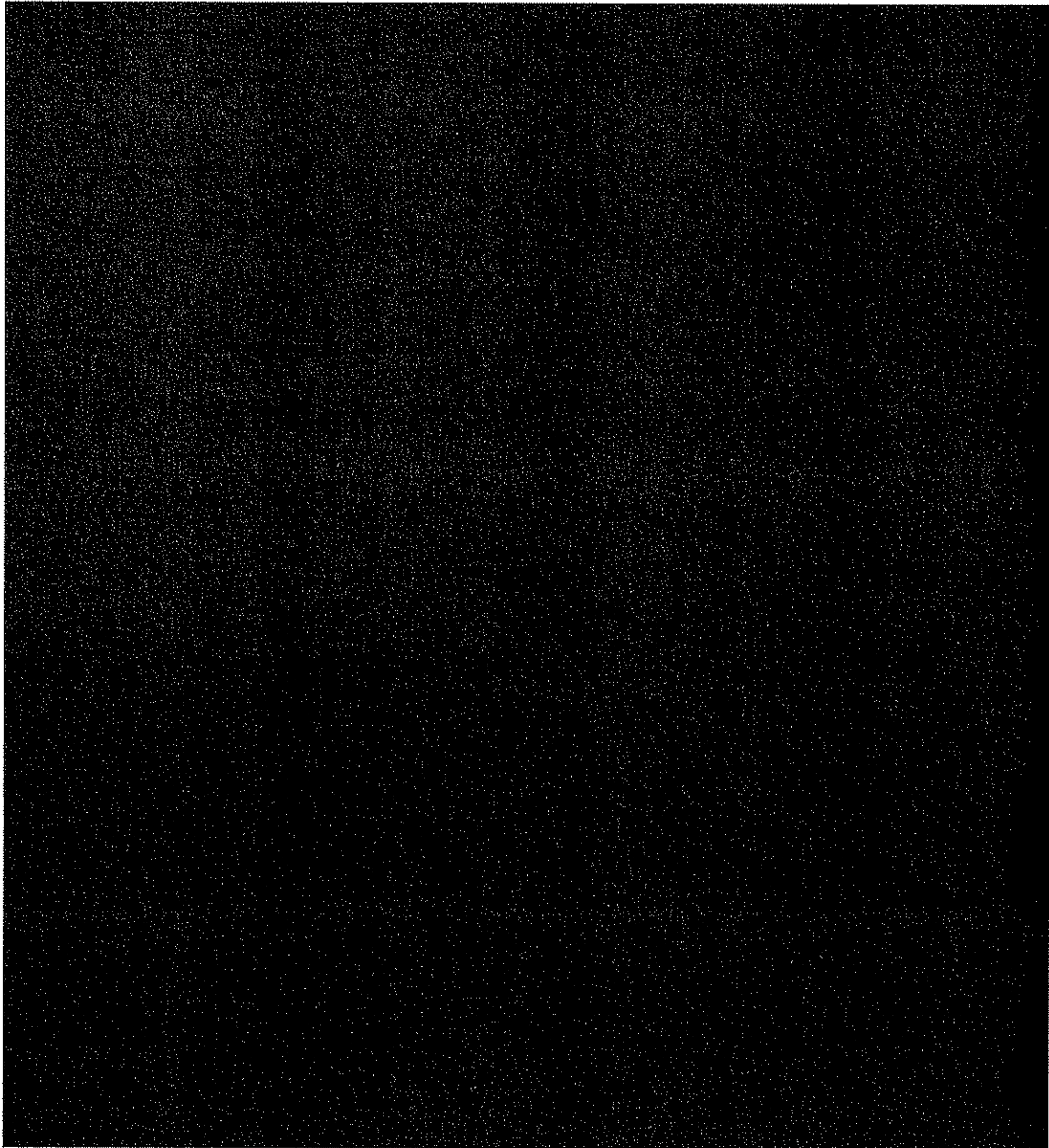
5. ALL covenants herein contained shall be construed to be several as well as joint, and wherever the singular is used in this transfer of easement, the same shall be construed as including the plural where the context or the parties hereto so require.

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



## THE LAND TITLES ACT



The affidavit of execution has been redacted in its entirety.

89810

Line PL 15x12  
W.O. 841-2816-102

THE LAND TITLES ACT

DATED OCTOBER 28th A.D. 19 70

ST. LAWRENCE CORPORATION LIMITED

to

The Hydro-Electric Power Commission

of Ontario

PROPERTY DIVISION

620 University Avenue

Toronto - Ontario

Transfer of Easement

LOT PT. OF WIPICON RIVER  
CON. BET. LOT 10, CON 1 &  
TWP. LOT 10, CON. 2  
DISTRICT WIPICON  
THUNDER BAY

PROPERTY OF THE  
LAND REGISTRATION OFFICE  
FOR THUNDER BAY EAST  
29 RYAN COURT  
THUNDER BAY, ONTARIO  
(LAND TITLES & REGISTRY OFFICES)

Number 89810  
Received by the Office of Land Titles for  
Thunder Bay East, at the City of Thunder  
Bay, Ontario  
at 12:13 o'clock P.M. of the  
15th day of December 1970  
and Entered in Folio 397 Volume 37  
Parcel 7777 in the Register, Ltd.  
THUNDER BAY FREEHOLD

*[Signature]*  
Master of Titles

Recording P.A.R.-546  
Under No. 89509

REGISTER OF TITLES	
RECEIVED BY DEEDS	
THUNDER BAY EAST	
JAN 18 1971	
TIME: 10:10 A.M.	FROM: [illegible]
TAX: [illegible]	FEES: [illegible]

89810-7

## LAND TITLES ACT

**This Transfer of Easement** made in duplicate the 28th day of  
October 1970.

Between



herein called the Transferor

and

**The Hydro-Electric Power Commission of Ontario**

herein called the Commission

**Witnesseth**

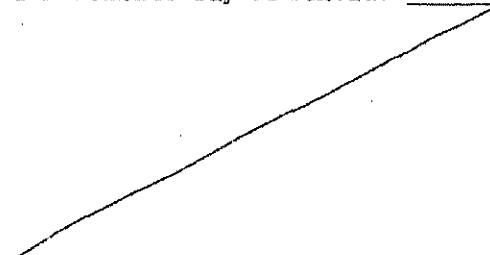
1. THE Transferor is entitled to in fee simple and in possession of the land herein described, subject to registered encumbrances.  
2. PURSUANT to The Power Commission Act and amendments thereto, the Commission has erected, or is about to erect, a line for the transmission of electrical energy on this land.

3. IN CONSIDERATION of the sum of [REDACTED] 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:

Overhanging Wires

(a) To erect, maintain, and operate ~~with masts and towers, and to string wires thereon~~ <sup>// Towers Poles Anchors</sup> (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 Nipigon in the District of Thunder Bay and being composed of that part of the Nipigon River between Lot 10, Concession 1 and Lot 10, Concession 2, of the said Township of Nipigon designated as Part 1 on a plan of survey of record in the Office of Land Titles at Thunder Bay East as Number PAR-346, being part of Parcel 7737 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.

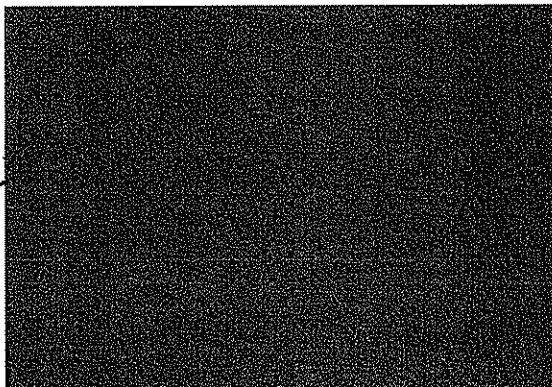
4. THE Transferor covenants and agrees not to erect in the strip any buildings, structures, or other obstructions of any nature whatever.

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.~~

IN WITNESS WHEREOF the Transferor has caused this Transfer of Easement to be executed by affixing its corporate seal attested by the signatures of its proper officers duly authorized in that behalf.

Signed and Delivered  
~~In the presence of:~~



TOWNSHIP OF NIPIGON  
COMMITTEE OF ADJUSTMENT

CONSENT

Application No. 6-70

Submission No. B-9

Applicant:

Type of Application:

Grant of Easement

Description of Land:

Part 1 on Plan No. PAR-346  
(see Schedule "A" annexed hereto)

The Committee of Adjustment for The Corporation of the Township of Nipigon having decided on the 24th day of September, 1970, to grant its consent to this transaction and the period for appeal under Section 32b of The Planning Act having expired and no notice of appeal having been received by the Secretary-Treasurer of the Committee, consent to this transaction is hereby given under Section 32b of The Planning Act.

Dated at Nipigon, Ontario, this 24th day of December, 1970.

Chairman

Member

Member

Member



SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land situate,  
lying and being in the Township of Nipigon in the District of  
Thunder Bay and being composed of that part of the Nipigon River  
between Lot 10, Concession 1, and Lot 10, Concession 2, of the said  
Township of Nipigon designated as Part 1 on a plan of survey of  
record in the Office of Land Titles at Thunder Bay East as Number  
PAR-346, being part of Parcel 7737 in the Register for Thunder  
Bay Feehold.

TOWNSHIP OF NIPIGON

COMMITTEE OF ADJUSTMENT

Province of Ontario  
District of  
Thunder Bay

IN THE MATTER OF an Application to  
the Committee of Adjustment for  
The Corporation of the Township of  
Nipigon for consent in respect of  
By-Law No. 528 of the said Corporation,  
passed under Section 26 of The  
Planning Act, and the said Section 26,

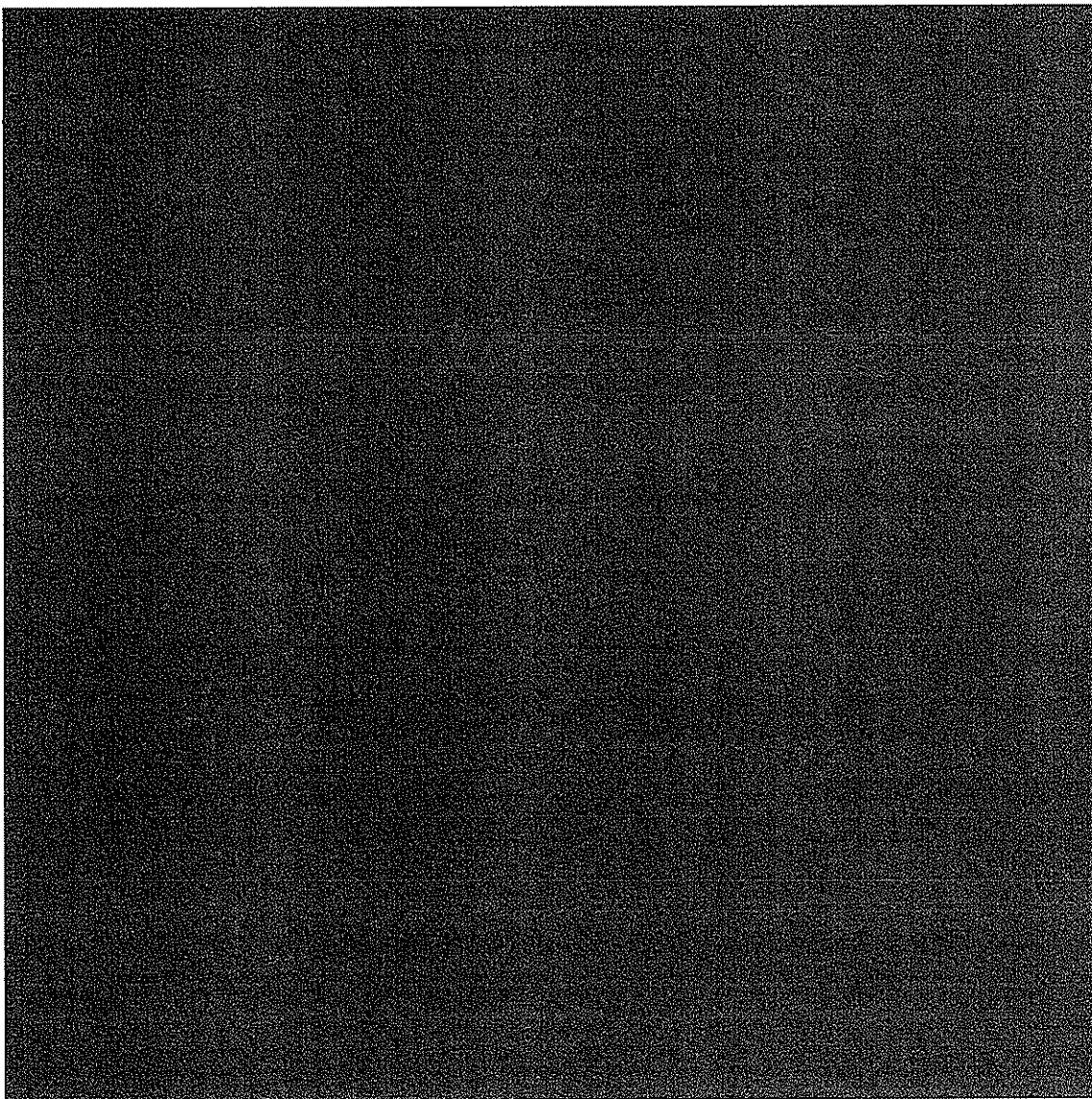
I, F. G. Wheeler, of the Township of Nipigon in the District of  
Thunder Bay, make oath and say that:

1. I am the Secretary-Treasurer of the Committee of Adjustment of  
The Corporation of the Township of Nipigon.
2. the said Committee is composed of five members.
3. on the 24th day of September, 1970, four (4) members, constituting  
a quorum, heard the said application.
4. a majority of the members who heard the application concurred  
in and signed the Decision to grant the Consent.
5. I was personally present and did see the concurring members sign  
the attached Consent.

Sworn before me at the Township  
of Nipigon in the District of  
Thunder Bay this 31<sup>st</sup> day of  
December, 1970.

Justice of the Peace.

## THE LAND TITLES ACT



The affidavit of execution has been redacted in its entirety.

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">233078</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">CERTIFICATE OF RECEIPT</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">RECEIVED</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">ALCOA (SU) SAULT STE. MARIE</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">01 03 30 10 49</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Additional See Schedule</p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 11 pages <span style="float:right">42</span></p> <p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p> <p>(4) Consideration</p> <p>(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/></p> <p>Parcel 37, ACRL: Part of the Township of Nebonaionquet (formerly Twp. 28, Range 22) in the District of Algoma; Being remainder of the said parcel.</p> <p>Parcel 5 ACRL: All of the Township of Levesque (formerly Twp. 32, Range 25) in the District of Algoma; Being the whole of the said parcel.</p> <p>Parcel 4 ACRL: All of the Township of Legarde (formerly Twp. 33, Range 25) in the District of Algoma; Being the whole of the said parcel.</p>								
	<p>(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/> (7) Interest/Estate Transferred Easement <input checked="" type="checkbox"/></p>								
	<p>(8) Transferor(s) The transferor hereby transfers the land to the transferee <del>and does so that the best of his knowledge and belief, this transfer does not contravene section 50 of the Planning Act.</del></p>								
	<p>Name(s) Signature Date of Signature Y M D</p> <p>Per: Name: 2001 03 23</p> <p>Per: Name: 2001 03 23</p>								
<p>(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature Y M D</p>									
<p>(10) Transferor(s) Address for Service</p>									
<p>(11) Transferee(s) Date of Birth Y M D</p> <p>HYDRO ONE NETWORKS INC.</p>									
<p>(12) Transferee(s) Address c/o Appraisal/Acquisition Section, 483 Bay Street, 12th Floor, North Tower, Toronto, Ontario, M5G 2P5</p>									
<p>(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Signature Date of Signature Y M D</p> <p>Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Signature Date of Signature Y M D</p> <p>Name and Address of Solicitor</p>									
<p>(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Signature Date of Signature Y M D</p> <p>Name and Address of Solicitor</p>									
<p>(15) Assessment Roll Number of Property City Mun. Map Sub Par. not assigned</p>									
<p>(16) Municipal Address of Property not assigned</p>									
<p>(17) Document Prepared by: ROBERT W. PACIOCCO, KELLEHER, LAIDLAW, PACIOCCO, MELVILLE, 421 Bay Street, Suite 604, Sault Ste. Marie, Ontario, P6A 1X3</p>									
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td></td> </tr> <tr> <td>Land Transfer Tax</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>		Fees and Tax		Registration Fee		Land Transfer Tax		Total	
Fees and Tax									
Registration Fee									
Land Transfer Tax									
Total									

THIS EASEMENT made as of the 21st day of March, 2001.

BETWEEN:



(Hereinafter referred to as the "Grantor")  
of the First Part

-and-

**HYDRO ONE NETWORKS INC.**  
(Hereinafter referred to as the "Grantee")  
of the Second Part

WHEREAS the Grantee has requested the Grantor to grant to it an easement to continue to use and maintain a power Transmission Line on and over certain lands owned by the Grantor hereinafter described;

AND WHEREAS the Grantor has agreed to grant such easement to the Grantee upon the terms and conditions hereinafter set forth:

NOW THIS INDENTURE WITNESSETH that in consideration of the mutual covenants and agreements as herein contained it is hereby agreed by the parties hereto as follows:

**1. Lands and Authorized Usage**

The Grantor hereby grants to the Grantee, its servants and agents a non-exclusive easement to enter upon the lands shown in red on Schedule "A" attached hereto, being a corridor of land measuring 150 feet in width (75 feet from centre line of constructed Transmission Line) and approximately 90,317 feet (17.11 miles) in length, containing 311.01 acres, more or less, located in the Townships of Legarde (37,433 feet; 128.90 acres), Levesque (16,417 feet; 56.53 acres) and Nebonaionquet (18,667 feet west of the ACR railway and 17,800 feet east of the ACR railway; 125.58 acres), in the District of Algoma, Province of Ontario (hereinafter referred to as the "Easement Area"), solely for the purpose of erecting, using, maintaining, repairing, reconstructing, adding to and relocating thereon an alternating current electrical power and communications (including fibre optics and external (third party) telecommunications) line comprised of all necessary existing and future poles and supports, wire, protective and insulating equipment, switching stations and related equipment, hardware and accessories (hereinafter collectively referred to as the "Transmission Line").

**2. Term**

The term of the within easement is in perpetuity subject, however, to earlier termination as provided in Paragraph 21 hereof.

**3. Easement Fee**

The Grantee hereby agrees to pay to the Grantor on the date of execution hereof, an easement fee in the amount of [REDACTED]  
[REDACTED] Dollars, together with applicable Goods and Services Tax.

#### 4. Taxes

The Grantee covenants to pay when due and payable any and all forms of taxes, rates, dues and assessments, whatsoever, now charged or hereafter to be charged upon the Easement Area or the Transmission Line or upon the Grantor on account thereof, or otherwise charged upon either party hereto due to the existence of this easement.

#### 5. Governmental Requirements/Approvals/Permits

The Grantee agrees to observe and comply at its sole expense with all governmental requirements, including all legislation, regulations and conditions, statutory and otherwise, that may from time to time be in force and which would affect in any manner the Easement Area or any other lands of the Grantor, or the use thereof by the Grantee, or any activities that may be undertaken by the Grantee, its servants or agents in connection herewith, and the Grantee shall have no recourse against the Grantor under any circumstance whatsoever for the cost thereof or for any damage that may be sustained by the Grantee in the consequence of complying with, carrying out or performing any such governmental requirements. Without limiting the generality of the foregoing, the Grantee will obtain all necessary approvals and permits (such as work permits, fire permits, water crossing approvals, etc.) from the applicable government agencies or authorities prior to commencement of any activities or operations so governed by the said authorities. The Grantor agrees to cooperate with the Grantee to the extent necessary for obtaining the requisite approvals and permits and agrees to execute any required documents related thereto.

#### 6. Access

The Grantor does not warrant continuation, adequacy, maintenance or safety of any new or existing access to the Easement Area and access thereto shall be at the sole risk and expense of the Grantee and its servants and agents. Without limiting the generality of the foregoing, if it is necessary to traverse other lands of the Grantor for ingress to or egress from the Easement Area, the way used therefor shall be that which has been used as or designated by the Grantor as common or public access or, otherwise (such as when required to share existing private access or construct new access across other lands of the Grantor), that which has been approved in writing in advance by the Grantor. In the event common or public access routes on others lands of the Grantor may be stopped or closed-up during the currency hereof, land for access to the Easement Area on or over other lands under the control of the Grantor shall, to the extent lawful and practical, be made available by the Grantor to the Grantee. The Grantee hereby agrees to repair any damage to any access that has been caused by the Grantee or its servants or agents.

#### 7. Trees and Vegetation/Clearing

- (a) The Grantor reserves the right to enter upon the Easement Area prior to the construction of the Transmission Line for the purpose of removing any merchantable timber located thereon.
- (b) The Grantee will not cut down, damage or destroy any standing trees or other vegetation on the Easement Area or on any other lands of the Grantor save and except such trees and vegetation which must be cleared and kept cleared for the purpose of erecting and maintaining the Transmission Line, and such exception shall extend to other immediately adjacent lands of the Grantor only when necessary to trim or cut down and remove such trees as may now or hereafter interfere with or endanger the Transmission Line, which determination shall be solely and reasonably the Grantee's.

- (c) The Grantee shall compensate the Grantor for all merchantable timber taken or removed from the Easement Area, or other lands of the Grantor as permitted above, by paying stumpage to the Grantor at the rate of [REDACTED]. All such merchantable timber shall be downpiled in a manner and location that is acceptable to the Grantor for scaling purposes prior to removal or disposal of the said merchantable timber.
- (d) The Grantee will remove, chip or otherwise dispose of all unmerchantable logs, tops, branches and other tree or woody waste materials ("tree slash") greater than four (4") inches in diameter. All remaining tree slash can be left on the Easement Area provided it has been slashed down and trampled to within one (1') foot of the surface of the ground. Mounding or windrowing of tree slash or other vegetative or organic debris generated by such clearing is not permitted on the Easement Area or on any other lands of the Grantor. The Grantee will not apply herbicides or employ burning techniques in the control of vegetation or the reduction of tree slash or other organic debris without having first obtained written authorization from the Grantor and the applicable governing authorities having jurisdiction thereover.

#### **8. Repair**

The Grantee shall reasonably and diligently repair, maintain, amend and keep the Easement Area and the Transmission Line safe and neat and in good and substantial repair at all times during the currency of this easement.

#### **9. Waste Materials**

The Grantee, its servants or agents will not deposit, dump, leave or abandon any waste material, debris, tree slash, litter or rubbish on the Easement Area or on any other lands of the Grantor, and any such waste materials will be disposed of only in a manner and place approved by the Grantor and the governing authorities having jurisdiction thereover.

#### **10. Aggregate Materials**

The Grantee covenants and agrees with the Grantor that it will not use any gravel, sand or other aggregate materials found on the Easement Area or on any other lands of the Grantor without having first received written authorization from the Grantor.

#### **11. Mining Activity**

The Grantee agrees that in the event of any mining operations being conducted on or adjacent to or underneath the Easement Area, the person or firm conducting such mining operations shall be free to dig, tunnel or mine beneath the Easement Area provided always that such mining operations shall not fail to provide adequate support for the Transmission Line.

#### **12. Other Uses/Users of the Easement Area**

This easement does not in any manner limit the construction, use and maintenance of access roads, Transmission Lines, utilities or services by the Grantor or other parties authorized by it on, along or across the Easement Area, and at all times the Grantee agrees, at its sole expense, to maintain safe clearance of the Transmission Line over any such access roads now existing or hereafter to be constructed; and, without limiting the foregoing, the right is hereby reserved to the Grantor, its servants, agents and other persons or parties authorized by it, to use the Easement Area provided that any such use does not unduly interfere with the rights and obligations of the Grantee specified herein.

### 13. Relocation

Both parties hereto agree that upon issuance of written notification by the Grantor six (6) months in advance, the Grantor shall have the right, at its sole option, to relocate all or any section of the Transmission Line to adjacent lands owned or acquired by the Grantor at a location selected by the Grantor. Such relocation shall be carried out and completed at the expense of the Grantor and all necessary work and construction shall be in accordance with then current governmental regulations. The relocated Transmission Line shall be of at least equivalent structure, capacity and quality to that of the Transmission Line immediately prior to relocation.

### 14. Closure/Removal/Rehabilitation

Upon the expiration or termination of this easement in any manner and for whatever reason, the Grantee shall, at its sole risk and expense, and without in any way affecting any of the continuing liabilities of the Grantee contained within this easement, forthwith remove or close the Transmission Line, whichever, as directed by the Grantor, promptly and in a manner that is satisfactory to the Grantor and any governmental authority having jurisdiction in that regard, and shall leave the Easement Area vacant, safe, neat, clean, level, free and clear of all waste material. Within twelve (12) months following said expiration or termination of this easement, the Grantee shall rehabilitate the Easement Area by completing appropriate site preparation and tree planting activities (as are commonly employed by the forest industry in Ontario) necessary to regenerate the Easement Area with an arboreal species deemed suitable therefor by the Grantor. Until such time as the aforementioned closure, removal and rehabilitation work has been completed, the Grantee agrees that the conditions embodied in Paragraphs 15 and 16 hereof shall remain applicable and effective.

### 15. Indemnification

The Grantee will at all times indemnify and save harmless the Grantor from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, including those concerning any environmental liability and those for compensation under the Workers' Compensation Act or any similar Act, whatsoever, made or brought against, suffered by or imposed upon the Grantor or its property, servants, agents or any other person, firm or corporation in respect of any injury, death, loss or damage of or to any person or property (including, without limitation, servants, agents, permittees, invitees, licensees, lessees and property of the Grantor and the Grantee) directly arising out of, resulting from or sustained by reason of this easement, or the presence of the Transmission Line, or the Grantee's occupancy or use of the Easement Area or any buildings, fixtures, improvements, structures or chattels located thereon, or the Grantee's use of other lands of the Grantor for any purpose whatsoever, including ingress to or egress from the Easement Area, or any operation connected with this easement, or any breach or non-performance by the Grantee of its covenants and obligations under this easement except if and to the extent that such claims are caused or contributed to by the negligence of the Grantor or those it is responsible for in law. It is acknowledged and agreed by the Grantor and the Grantee that any liability of the Grantee hereunder shall not terminate by reason only of the expiration or other termination of this easement and that this indemnification does not encompass any indirect or consequential losses.

### 16. Liability Insurance

- (a) The Grantee agrees to maintain at all times during the currency of this easement and during closure/removal/rehabilitation hereinbefore described, a minimum of [REDACTED] Dollars comprehensive public liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers of recognized responsibility. The Grantor will be a named insured in the required liability insurance policy or policies and no such policy will be canceled or allowed to lapse without at least thirty (30) days written notice having first been given to the Grantor. At all times during the currency hereof, the Grantee



shall have at hand a certificate of said liability insurance policy or policies for presentation to the Grantor forthwith upon written request therefor by the Grantor.

- (b) The Grantor shall have the right, from time to time, to reasonably revise the amount or form of insurance coverage provided for herein as circumstances of changing economic conditions may warrant or require at any time during the term of this easement. The Grantor shall give the Grantee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies, which notice constitutes an amendment to this easement and shall become a part hereof, and the Grantee agrees to and shall thereupon provide the Grantor with such revised policy or policies.
- (c) Notwithstanding the foregoing, the Grantee covenants, alternatively, to self-insure under the same terms and conditions as above contained. If the Grantee delivers notice in writing to this effect (the receipt of which is hereby acknowledged), the Grantee shall be deemed to be self-insured and shall not be in breach of this condition of the easement.

#### 17. Registration/Subordination

- (a) The Grantee shall have the right to register this easement against the title of the Easement Area in the Land Titles Office (Algoma). The applicable parcels for such registration are PCL 4 ACRL (Legarde), PCL 5 ACRL (Levesque) and PCL 37 ACRL (Nebonaionquet). The Grantee agrees that within sixty (60) days following expiration or termination of this easement, the aforementioned Document General shall be fully removed and discharged. Any and all expenses associated with the foregoing shall be the sole responsibility of the Grantee.
- (b) Upon the request of the Grantor at any time and from time to time, the Grantee shall subordinate its right under this easement to any mortgage or mortgages, or the charge resulting from any other method of financing or refinancing, now or hereafter affecting the Easement Area in whole or in part, and whether or not such mortgage or mortgages affect only the Easement Area or shall be a blanket mortgage affecting other lands as well. Execution by the Grantee of instruments or certificates giving effect to the foregoing shall be carried out within fifteen (15) days after receipt of a written request by the Grantor to do so.

#### 18. Assignment

- (a) The Grantee covenants that it will not assign or sublet without the consent in writing of the Grantor first had and obtained, such consent not to be unreasonably withheld or delayed. In the event the Grantor shall consent to the assignment of this easement, the Grantee shall provide to the Grantor an original copy of the assignment.
- (b) Notwithstanding the foregoing, the Grantee may, without consent but upon providing written notice of assignment to the Grantor, assign this easement and all of its rights and obligations thereunder to an affiliate within the meaning of the Ontario Business Corporations Act.

#### 19. Notice

Any notice to be given under this easement by either of the parties hereto shall be effectively given if mailed as follows:

TO: **HYDRO ONE NETWORKS INC.** (Grantee)  
c/o Appraisal/Acquisition Section  
483 Bay Street  
12<sup>th</sup> Floor, North Tower  
Toronto, ON M5G 2P5

-and-

TO:  (Grantor)

The respective times of receipt of such notices shall be deemed conclusively to be six (6) business days after the date said notice is deposited in the mail or registered by courier or, if sent by fax, twenty-four (24) hours after such notice is transmitted, excluding Saturdays, Sundays and statutory holidays in the country of destination.

#### 20. Waiver of Provisions

No waiver of any of the provisions of this easement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless expressed in writing and agreed upon by both parties hereto.

#### 21. Breach, Non-Performance and Non-Continuous Use

Provided always that in the event of any breach or non-performance by the Grantee of any of the covenants or agreements herein contained, and in the event that the said breach or non-performance has not been fully rectified by the Grantee within thirty (30) days of written notice of the said breach or non-performance being given to the Grantee by the Grantor, or in the event the Easement Area is in continuous non-use specifically for the purpose of transmitting electrical power or communications for a period greater than twelve (12) months, then the Grantor shall have the right, but not the obligation, and in addition to any other rights or remedies it may have, to immediately terminate the within easement. Upon termination as provided herein, all easement fees paid in advance by the Grantee shall be forfeited to the Grantor without any impairment whatsoever of the Grantor's rights and privileges and the Grantee's duties and obligations hereunder.

#### 22. General

This easement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario easement agreement. The headings presented in this easement are for convenience of reference only and shall not affect the construction or interpretation hereof. This easement shall inure to the benefit of and be binding upon the parties hereto and upon their successors and permitted assigns respectively.

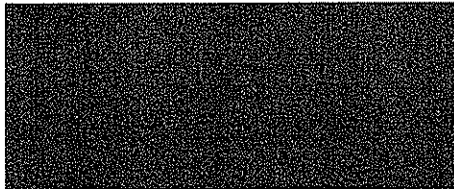
### 23. Former Agreements

The Grantor and the Grantee mutually agree that, effective as of the day prior to the easement date, any and all former agreements between the parties hereto or their respective predecessors concerning the Easement Area, as amended and whether continuing or holding over as of the said day prior to the easement date, shall be terminated and have no further application, and the within easement shall prevail with respect to the Easement Area.

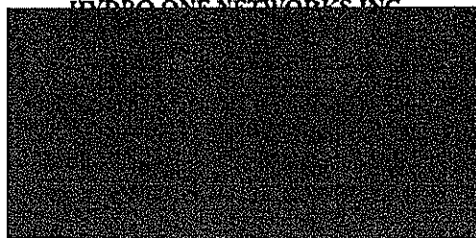
### 24. Planning Act

This agreement shall be effective to create an interest in the Easement Area only if the applicable subdivision control provisions of the Planning Act R.S.O. 1990, Chapter P.13, as amended, are complied with. Any such compliance in this regard shall be at the sole expense of the Grantee.

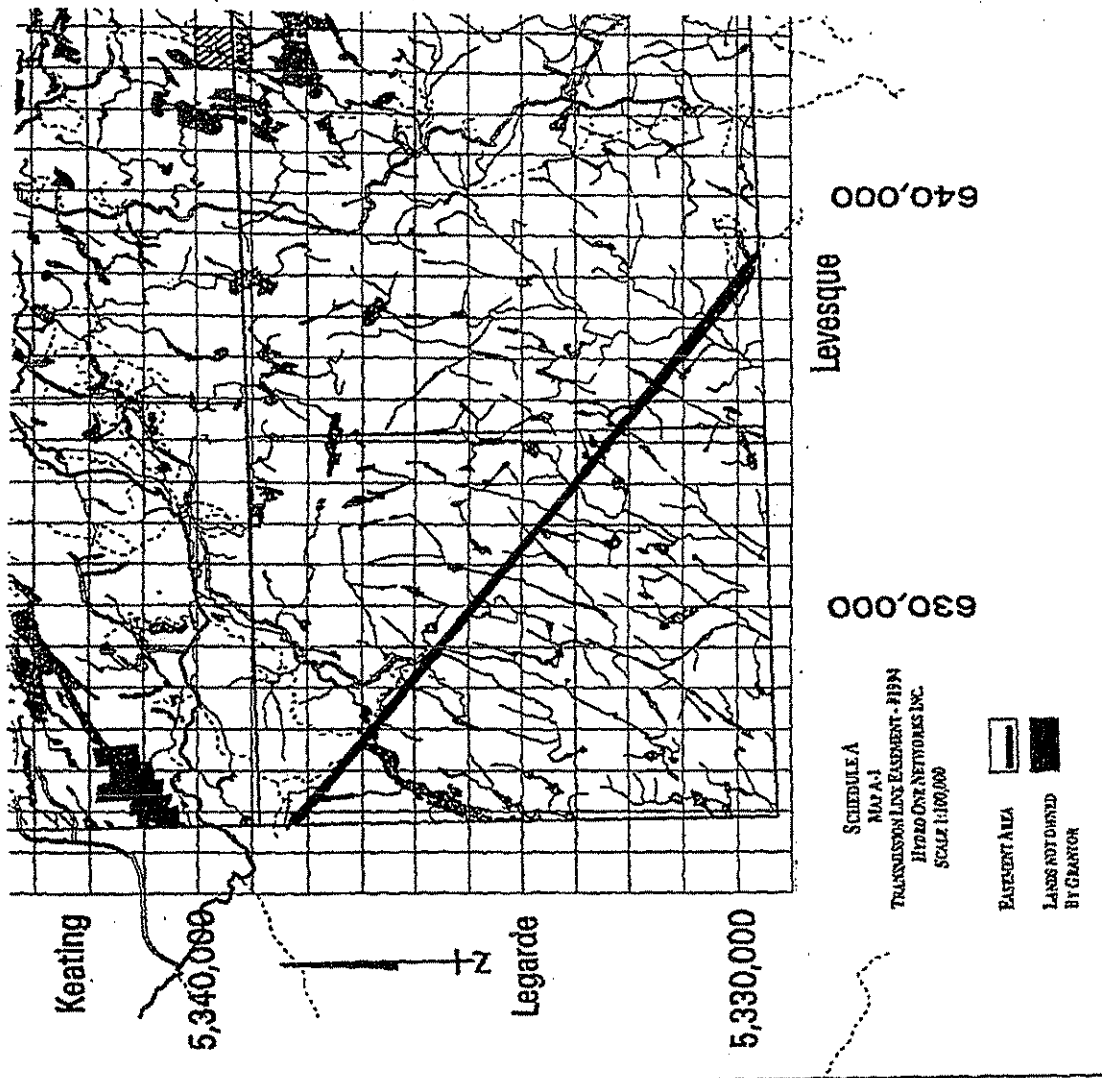
IN WITNESS WHEREOF the parties hereto have executed this easement under the hands of their respective signing officers duly authorized in that behalf as of the easement date.

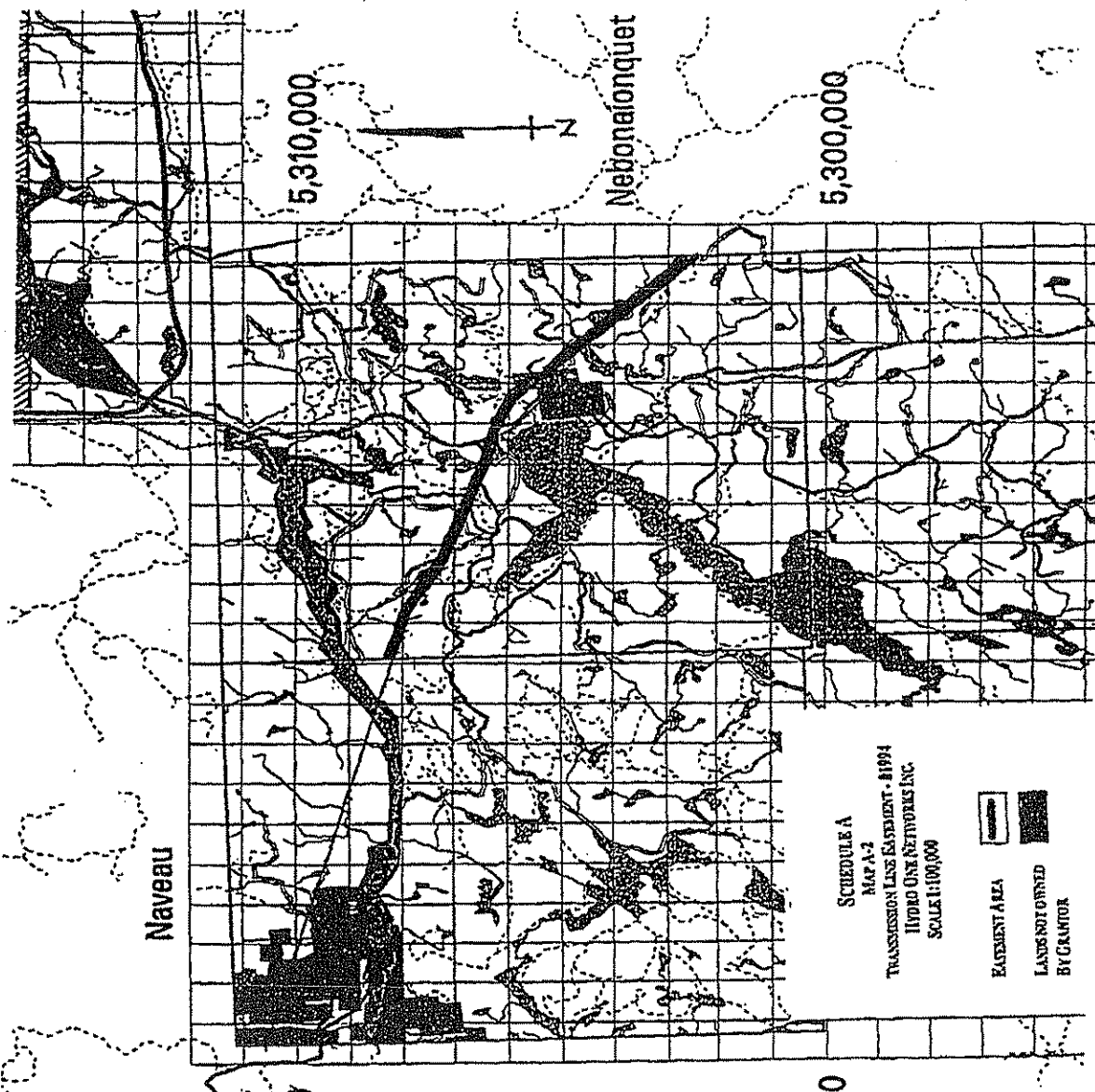


I/We have authority to bind the Corporation



I/We have authority to bind the Corporation





Map-22-2001 01:01pm From-KELLEHER LAIDLAW 17059495816 T-334 P.023/024 F-357

**Affidavit of Residence and of Value of the Consideration**

Form 1 – Land Transfer Tax Act

Instructions on reverse side.  
MATTER OF THE CONVEYANCE OF (insert brief description of land) Parcel 37, ACRL being part of Township of NEBOA/BIKA/ROU  
Parcel 5 ACRL being all of the Township of Levesque and Parcel 4 ACRL being all of the Township of Legarde,  
District of Algoma, Province of Ontario

BY (print names of all transferors in full) \_\_\_\_\_

TO (see instruction 1 and print names of all transferees in full) HYDRO ONE NETWORKS INC.

1. (see instruction 2 and print name(s) in full) ROBERT THOMSON

**MAKE OATH AND SAY THAT:**

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (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 (insert name(s) of principal(s)) \_\_\_\_\_

☒ (e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s)) HYDRO ONE NETWORKS INC.

☐ (f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) \_\_\_\_\_ who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000.)

I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance

- ☐ contains at least one and not more than two single family residences.  
☐ does not contain a single family residence.  
☐ contains more than two single family residences. (see instruction 2)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) NONE

**4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:**

- (a) Monies paid or to be paid in cash . . . . . \$  
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) . . . . . \$  
(i) Given back to vendor . . . . . \$  
(c) Property transferred in exchange (detail below) . . . . . \$  
(d) Securities transferred to the value of (detail below) . . . . . \$  
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject . . . . . \$  
(f) Other valuable consideration subject to land transfer tax (detail below) . . . . . \$  
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) . . . . . \$  
(h) VALUE OF ALL CHATTELS – (items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended) . . . . . \$  
(i) Other consideration for transaction not included in (g) or (h) above . . . . . \$  
(j) TOTAL CONSIDERATION . . . . . \$

All Blanks Must Be Filled In. Insert "Nil" Where Applicable

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) N/A

6. If the consideration is nominal, is the land subject to any encumbrance? N/A

7. Other remarks and explanations, if necessary. Transfer of Easement for a Utility Line as defined in the Ontario Energy Board Act.

Sworn before me at the City of Toronto,

2001  
John Murphy, a Commissioner, and  
of Ontario, for Ontario Hydro  
Company Inc. Expires May 4, 2002

**Property Information Record**

- A. Describe nature of instrument: Grant of Easement  
B. (i) Address of property being conveyed (if available) not assigned  
(ii) Assessment Roll No. (if available) not assigned  
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 483 Bay Street, 12th Floor, North Tower, Toronto, M5G 2P4  
D. (i) Registration number for last conveyance of property being conveyed (if available) not available  
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☒  
E. Name(s) and address(es) of each transferee's solicitor  
KELLEHER LAIDLAW PACIOCCO, P.O. BOX 819,  
421 BAY STREET, 6TH FLOOR, SAULT STE. MARIE, ONTARIO, P6A 5N3

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.

**School Tax Support (Voluntary Election) See reverse for explanation**

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐  
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐  
(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐  
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).



# Transfer/Deed of Land

Do Process Software Ltd. • (416) 322-6111

Form 1 — Land Registration Reform Act

naveau.2

A

<b>FOR OFFICE USE ONLY</b> 233079 CERTIFICATE OF RECEIPT RECEIVED ALGOMA (01) SAULT STE. MARIE '01 03 30 10 50 Additional: See Schedule <input checked="" type="checkbox"/>		(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 10 pages	
		(3) Property Identifier(s)	Block	Property	Additional: See Schedule <input type="checkbox"/>
		(4) Consideration			
		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Parcel 12, Algoma Central Railway Lands being part of Naveau Township (formerly Township 29, Range 22) Township of Michipicoten District of Algoma			
Executions <i>None</i> Additional: See Schedule <input type="checkbox"/>		(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/> (7) Interest/Estate Transferred <del>Reversionary</del> Easement			
(8) Transferor(s) The transferor hereby transfers the land to the transferee <del>and the transferee hereby transfers the land to the transferor</del>					
Name(s)		Signature	Date of Signature Y M D 2001 03 23		
		Per: Name:	2001 03 23		
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction					
Name(s)		Signature(s)	Date of Signature Y M D		
(10) Transferor(s) Address for Service					
(11) Transferee(s)					
HYDRO ONE NETWORKS INC.					
(12) Transferee(s) Address c/o Appraisal/Acquisition Section, 483 Bay Street, 12th Floor, North Tower, Toronto, Ontario, M5G 2P4					
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.					
Signature		Date of Signature Y M D	Signature		
Solicitor for Transferor(s) have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.					
Name and Address of Solicitor		Signature	Date of Signature Y M D		
(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.					
Name and Address of Solicitor		Signature	Date of Signature Y M D		
(15) Assessment Roll Number of Property		Cy. Mun. Map Sub. Par.	not assigned		
(16) Municipal Address of Property		(17) Document Prepared by: ROBERT W. PACIOCCO KELLEHER, LAIDLAW, PACIOCCO, MELVILLE 421 Bay Street, Suite 604, Sault Ste. Marie, Ontario, P6A 1X3			
not assigned					
<b>FOR OFFICE USE ONLY</b>		Fees and Tax			
		Registration Fee			
		Land Transfer Tax			
		Total			

THIS EASEMENT made as of the 21st day of March, 2001.

**B E T W E E N:**

[REDACTED]  
(Hereinafter referred to as the "Grantor")  
of the First Part

-and-

**HYDRO ONE NETWORKS INC.**  
(Hereinafter referred to as the "Grantee")  
of the Second Part

**WHEREAS** the Grantee has requested the Grantor to grant to it an easement to continue to use and maintain a power Transmission Line on and over certain lands owned by the Grantor hereinafter described;

**AND WHEREAS** the Grantor has agreed to grant such easement to the Grantee upon the terms and conditions hereinafter set forth;

**NOW THIS INDENTURE WITNESSETH** that in consideration of the mutual covenants and agreements as herein contained it is hereby agreed by the parties hereto as follows:

**1. Lands and Authorized Usage**

The Grantor doth hereby grant unto the Grantee, its servants and agents a non-exclusive easement to enter upon the lands shown in red on Schedule "A" attached hereto, being a corridor of land measuring 150 feet in width (75 feet from centre line of constructed Transmission Line) and approximately 23,167 feet (4.388 miles) in length, containing 79.78 acres, more or less, located in the Township of Naveau, in the District of Algoma, Province of Ontario (hereinafter referred to as the "Easement Area"), solely for the purpose of erecting, using, maintaining, repairing, reconstructing, adding to and relocating thereon an alternating current electrical power and communications (including fibre optics and external (third party) telecommunications) line comprised of all necessary existing and future poles and supports, wire, protective and insulating equipment, switching stations and related equipment, hardware and accessories (hereinafter collectively referred to as the "Transmission Line").

**2. Term**

The term of the within easement is in perpetuity subject, however, to earlier termination as provided in Paragraph 21 hereof.

**3. Easement Fee**

The Grantee hereby agrees to pay to the Grantor on the date of execution hereof, an easement fee in the amount of [REDACTED] Dollars, together with applicable Goods and Services Tax.



#### 4. Taxes

The Grantee covenants to pay when due and payable any and all forms of taxes, rates, dues and assessments, whatsoever, now charged or hereafter to be charged upon the Easement Area or the Transmission Line or upon the Grantor on account thereof, or otherwise charged upon either party hereto due to the existence of this easement.

#### 5. Governmental Requirements/Approvals/Permits

The Grantee agrees to observe and comply at its sole expense with all governmental requirements, including all legislation, regulations and conditions, statutory and otherwise, that may from time to time be in force and which would affect in any manner the Easement Area or any other lands of the Grantor, or the use thereof by the Grantee, or any activities that may be undertaken by the Grantee, its servants or agents in connection herewith, and the Grantee shall have no recourse against the Grantor under any circumstance whatsoever for the cost thereof or for any damage that may be sustained by the Grantee in the consequence of complying with, carrying out or performing any such governmental requirements. Without limiting the generality of the foregoing, the Grantee will obtain all necessary approvals and permits (such as work permits, fire permits, water crossing approvals, etc.) from the applicable government agencies or authorities prior to commencement of any activities or operations so governed by the said authorities. The Grantor agrees to cooperate with the Grantee to the extent necessary for obtaining the requisite approvals and permits and agrees to execute any required documents related thereto.

#### 6. Access

The Grantor does not warrant continuation, adequacy, maintenance or safety of any new or existing access to the Easement Area and access thereto shall be at the sole risk and expense of the Grantee and its servants and agents. Without limiting the generality of the foregoing, if it is necessary to traverse other lands of the Grantor for ingress to or egress from the Easement Area, the way used therefor shall be that which has been used as or designated by the Grantor as common or public access or, otherwise (such as when required to share existing private access or construct new access across other lands of the Grantor), that which has been approved in writing in advance by the Grantor. In the event common or public access routes on others lands of the Grantor may be stopped or closed-up during the currency hereof, land for access to the Easement Area on or over other lands under the control of the Grantor shall, to the extent lawful and practical, be made available by the Grantor to the Grantee. The Grantee hereby agrees to repair any damage to any access that has been caused by the Grantee or its servants or agents.

#### 7. Trees and Vegetation/Clearing

- (a) The Grantor reserves the right to enter upon the Easement Area prior to the construction of the Transmission Line for the purpose of removing any merchantable timber located thereon.
- (b) The Grantee will not cut down, damage or destroy any standing trees or other vegetation on the Easement Area or on any other lands of the Grantor save and except such trees and vegetation which must be cleared and kept cleared for the purpose of erecting and maintaining the Transmission Line, and such exception shall extend to other immediately adjacent lands of the Grantor only when necessary to trim or cut down and remove such trees as may now or hereafter interfere with or endanger the Transmission Line, which determination shall be solely and reasonably the Grantee's.

(c) The Grantee shall compensate the Grantor for all merchantable timber taken or removed from the Easement Area, or other lands of the Grantor as permitted above, by paying stumpage to the Grantor at the rate of [REDACTED]. All such merchantable timber shall be downpiled in a manner and location that is acceptable to the Grantor for scaling purposes prior to removal or disposal of the said merchantable timber.

(d) The Grantee will remove, chip or otherwise dispose of all unmerchantable logs, tops, branches and other tree or woody waste materials ("tree slash") greater than four (4") inches in diameter. All remaining tree slash can be left on the Easement Area provided it has been slashed down and trampled to within one (1") foot of the surface of the ground. Mounding or windrowing of tree slash or other vegetative or organic debris generated by such clearing is not permitted on the Easement Area or on any other lands of the Grantor. The Grantee will not apply herbicides or employ burning techniques in the control of vegetation or the reduction of tree slash or other organic debris without having first obtained written authorization from the Grantor and the applicable governing authorities having jurisdiction thereover.

#### **8. Repair**

The Grantee shall reasonably and diligently repair, maintain, amend and keep the Easement Area and the Transmission Line safe and neat and in good and substantial repair at all times during the currency of this easement.

#### **9. Waste Materials**

The Grantee, its servants or agents will not deposit, dump, leave or abandon any waste material, debris, tree slash, litter or rubbish on the Easement Area or on any other lands of the Grantor, and any such waste materials will be disposed of only in a manner and place approved by the Grantor and the governing authorities having jurisdiction thereover.

#### **10. Aggregate Materials**

The Grantee covenants and agrees with the Grantor that it will not use any gravel, sand or other aggregate materials found on the Easement Area or on any other lands of the Grantor without having first received written authorization from the Grantor.

#### **11. Mining Activity**

The Grantee agrees that in the event of any mining operations being conducted on or adjacent to or underneath the Easement Area, the person or firm conducting such mining operations shall be free to dig, tunnel or mine beneath the Easement Area provided always that such mining operations shall not fail to provide adequate support for the Transmission Line.

#### **12. Other Uses/Users of the Easement Area**

This easement does not in any manner limit the construction, use and maintenance of access roads, Transmission Lines, utilities or services by the Grantor or other parties authorized by it on, along or across the Easement Area, and at all times the Grantee agrees, at its sole expense, to maintain safe clearance of the Transmission Line over any such access roads now existing or hereafter to be constructed; and, without limiting the foregoing, the right is hereby reserved to the Grantor, its servants, agents and other persons or parties authorized by it, to use the Easement Area provided that any such use does not unduly interfere with the rights and obligations of the Grantee specified herein.

### 13. Relocation

Both parties hereto agree that upon issuance of written notification by the Grantor six (6) months in advance, the Grantor shall have the right, at its sole option, to relocate all or any section of the Transmission Line to adjacent lands owned or acquired by the Grantor at a location selected by the Grantor. Such relocation shall be carried out and completed at the expense of the Grantor and all necessary work and construction shall be in accordance with then current governmental regulations. The relocated Transmission Line shall be of at least equivalent structure, capacity and quality to that of the Transmission Line immediately prior to relocation.

### 14. Closure/Removal/Rehabilitation

Upon the expiration or termination of this easement in any manner and for whatever reason, the Grantee shall, at its sole risk and expense, and without in any way affecting any of the continuing liabilities of the Grantee contained within this easement, forthwith remove or close the Transmission Line, whichever, as directed by the Grantor, promptly and in a manner that is satisfactory to the Grantor and any governmental authority having jurisdiction in that regard, and shall leave the Easement Area vacant, safe, neat, clean, level, free and clear of all waste material. Within twelve (12) months following said expiration or termination of this easement, the Grantee shall rehabilitate the Easement Area by completing appropriate site preparation and tree planting activities (as are commonly employed by the forest industry in Ontario) necessary to regenerate the Easement Area with an arboreal species deemed suitable therefor by the Grantor. Until such time as the aforementioned closure, removal and rehabilitation work has been completed, the Grantee agrees that the conditions embodied in Paragraphs 15 and 16 hereof shall remain applicable and effective.

### 15. Indemnification

The Grantee will at all times indemnify and save harmless the Grantor from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, including those concerning any environmental liability and those for compensation under the Workers' Compensation Act or any similar Act, whatsoever, made or brought against, suffered by or imposed upon the Grantor or its property, servants, agents or any other person, firm or corporation in respect of any injury, death, loss or damage of or to any person or property (including, without limitation, servants, agents, permittees, invitees, licensees, lessees and property of the Grantor and the Grantee) directly arising out of, resulting from or sustained by reason of this easement, or the presence of the Transmission Line, or the Grantee's occupancy or use of the Easement Area or any buildings, fixtures, improvements, structures or chattels located thereon, or the Grantee's use of other lands of the Grantor for any purpose whatsoever, including ingress to or egress from the Easement Area, or any operation connected with this easement, or any breach or non-performance by the Grantee of its covenants and obligations under this easement except if and to the extent that such claims are caused or contributed to by the negligence of the Grantor or those it is responsible for in law. It is acknowledged and agreed by the Grantor and the Grantee that any liability of the Grantee hereunder shall not terminate by reason only of the expiration or other termination of this easement and that this indemnification does not encompass any indirect or consequential losses.

### 16. Liability Insurance

- (a) The Grantee agrees to maintain at all times during the currency of this easement and during closure/removal/rehabilitation hereinbefore described, a minimum of [REDACTED] Dollars comprehensive public liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers of recognized responsibility. The Grantor will be a named insured in the required liability insurance policy or policies and no such policy will be canceled or allowed to lapse without at least thirty (30) days written notice having first been given to the Grantor. At all times during the currency hereof, the Grantee

shall have at hand a certificate of said liability insurance policy or policies for presentation to the Grantor forthwith upon written request therefor by the Grantor.

- (b) The Grantor shall have the right, from time to time, to reasonably revise the amount or form of insurance coverage provided for herein as circumstances of changing economic conditions may warrant or require at any time during the term of this easement. The Grantor shall give the Grantee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies, which notice constitutes an amendment to this easement and shall become a part hereof, and the Grantee agrees to and shall thereupon provide the Grantor with such revised policy or policies.
- (c) Notwithstanding the foregoing, the Grantee covenants, alternatively, to self-insure under the same terms and conditions as above contained. If the Grantee delivers notice in writing to this effect (the receipt of which is hereby acknowledged), the Grantee shall be deemed to be self-insured and shall not be in breach of this condition of the easement.

#### 17. Registration/Subordination

- (a) The Grantee shall have the right to register the within easement as a Document General against the title of the Easement Area in the Land Titles Office (Algoma). The applicable parcel for such registration is PCL 12 ACRL (Naveau). The Grantee agrees that within sixty (60) days following expiration or termination of this easement, the aforementioned Document General shall be fully removed or discharged from the title of the Easement Area. Any and all expenses associated with the foregoing shall be the sole responsibility of the Grantee.
- (b) Upon the request of the Grantor at any time and from time to time, the Grantee shall subordinate its right under this easement to any mortgage or mortgages, or the charge resulting from any other method of financing or refinancing, now or hereafter affecting the Easement Area in whole or in part, and whether or not such mortgage or mortgages affect only the Easement Area or shall be a blanket mortgage affecting other lands as well. Execution by the Grantee of instruments or certificates giving effect to the foregoing shall be carried out within fifteen (15) days after receipt of a written request by the Grantor to do so.

#### 18. Assignment

- (a) The Grantee covenants that it will not assign or sublet without the consent in writing of the Grantor first had and obtained, such consent not to be unreasonably withheld or delayed. In the event the Grantor shall consent to the assignment of this easement, the Grantee shall provide to the Grantor an original copy of the assignment.
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TO: **HYDRO ONE NETWORKS INC.** (Grantee)  
c/o Appraisal/Acquisition Section  
483 Bay Street  
12<sup>th</sup> Floor, North Tower  
Toronto, ON M5G 2P5

-and-

TO:  (Grantor)

The respective times of receipt of such notices shall be deemed conclusively to be six (6) business days after the date said notice is deposited in the mail or registered by courier or, if sent by fax, twenty-four (24) hours after such notice is transmitted, excluding Saturdays, Sundays and statutory holidays in the country of destination.

**20. Waiver of Provisions**

No waiver of any of the provisions of this easement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless expressed in writing and agreed upon by both parties hereto.

**21. Breach, Non-Performance and Non-Continuous Use**

Provided always that in the event of any breach or non-performance by the Grantee of any of the covenants or agreements herein contained, and in the event that the said breach or non-performance has not been fully rectified by the Grantee within thirty (30) days of written notice of the said breach or non-performance being given to the Grantee by the Grantor, or in the event the Easement Area is in continuous non-use specifically for the purpose of transmitting electrical power or communications for a period greater than twelve (12) months, then the Grantor shall have the right, but not the obligation, and in addition to any other rights or remedies it may have, to immediately terminate the within easement. Upon termination as provided herein, all easement fees paid in advance by the Grantee shall be forfeited to the Grantor without any impairment whatsoever of the Grantor's rights and privileges and the Grantee's duties and obligations hereunder.

**22. General**

This easement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario easement agreement. The headings presented in this easement are for convenience of reference only and shall not affect the construction or interpretation hereof. This easement shall inure to the benefit of and be binding upon the parties hereto and upon their successors and permitted assigns respectively.

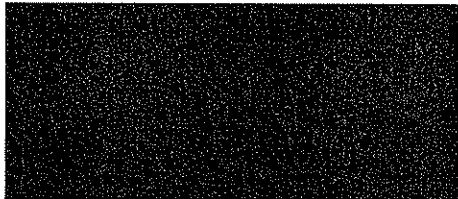
### 23. Former Agreements

The Grantor and the Grantee mutually agree that, effective as of the day prior to the easement date, any and all former agreements between the parties hereto or their respective predecessors concerning the Easement Area, as amended and whether continuing or holding over as of the said day prior to the easement date, shall be terminated and have no further application, and the within easement shall prevail with respect to the Easement Area.

### 24. Planning Act

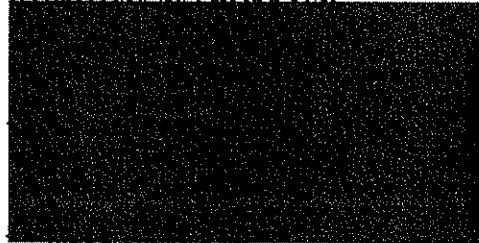
This agreement shall be effective to create an interest in the Easement Area only if the applicable subdivision control provisions of the Planning Act R.S.O. 1990, Chapter P.13, as amended, are complied with. Any such compliance in this regard shall be at the sole expense of the Grantee.

IN WITNESS WHEREOF the parties hereto have executed this easement under the hands of their respective signing officers duly authorized in that behalf as of the easement date.

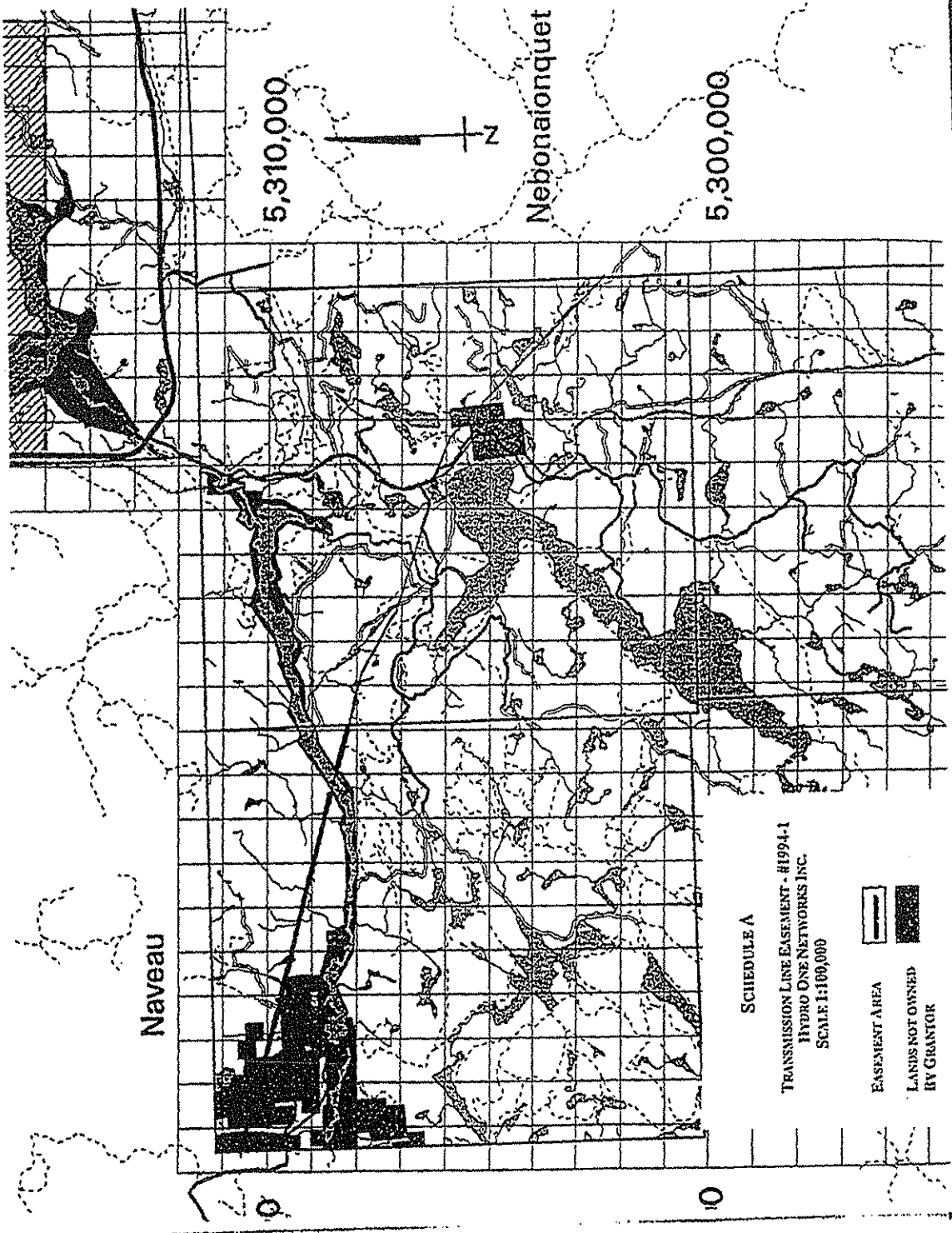


I/We have authority to bind the Corporation

HYDRO ONE NETWORKS INC



I/We have authority to bind the Corporation



Refer to all instructions on reverse side.  
 IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Parcel 12, A.C.R.L. being part of Naveau Township  
 (formerly Township 29, Range 22) Township of Michipicoten, District of Algoma

BY (print names of all transferors in full) \_\_\_\_\_

TO (see instruction 1 and print names of all transferees in full) HYDRO ONE NETWORKS INC.

I, (see instruction 2 and print name(s) in full) ROBERT THOMSON

# MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (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 (insert name(s) of principal(s)) \_\_\_\_\_

☒ (e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s)) HYDRO ONE NETWORKS INC.

☐ (f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) \_\_\_\_\_ who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance

☐ contains at least one and not more than two single family residences. Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.  
☐ does not contain a single family residence.  
☐ contains more than two single family residences. (see instruction 3)

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) NONE

## 4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- |   |    |   |  |
|---|----|---|--|
| (a) Monies paid or to be paid in cash   | \$ | <div style="background-color: black; width: 100px; height: 100px; margin: 0 auto;"></div> | All Blanks<br>Must Be<br>Filled In.<br>Insert "Nil"<br>Where<br>Applicable |
| (b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)   | \$ |   |  |
| (ii) Given back to vendor   | \$ |   |  |
| (c) Property transferred in exchange (detail below)   | \$ |   |  |
| (d) Securities transferred to the value of (detail below)   | \$ |   |  |
| (e) Liens, legacies, annuities and maintenance charges to which transfer is subject   | \$ |   |  |
| (f) Other valuable consideration subject to land transfer tax (detail below)  | \$ |   |  |
| (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))   | \$ |   |  |
| (h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended) | \$ |   |  |
| (i) Other consideration for transaction not included in (g) or (h) above  | \$ |   |  |
| (j) TOTAL CONSIDERATION   | \$ |   |  |

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) N/A

6. If the consideration is nominal, is the land subject to any encumbrance? N/A

7. Other remarks and explanations, if necessary. Transfer of Easement for a Utility Line as defined in the Ontario Energy Board Act.

Sworn before me at the City of Toronto,

Murphy, a Commissioner  
Ontario, for Ontario Hydro  
Company Inc. Expires May 4,

## Property Information Record

- A. Describe nature of instrument: Grant of Easement
- B. (i) Address of property being conveyed (if available) not assigned
- (ii) Assessment Roll No. (if available) not assigned
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 483 Bay Street, 12th Floor, North Tower, Toronto, M5G 2P4
- D. (i) Registration number for last conveyance of property being conveyed (if available) not available
- (ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☒
- E. Name(s) and address(es) of each transferee's solicitor  
KELLEHER LAIDLAW PACIOCCO  
421 BAY STREET, 6TH FLOOR, SAULT STE. MARIE, ONTARIO, P6A 5N3

## For Land Registry Office Use Only

Registration No.	
Registration Date	Land Registry Office No.

## School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
- (c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
- (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).



No. 64847  
Received of the Office of Land Titles  
SAULT STE. MAR. 24, 1968 at 10:12 o'clock  
A. D. 1968 day of May  
and entered in  
Vol. 320  
Parcel 320  
Deputy  
Register of Titles

64847

Line \_\_\_\_\_ P.D. 14x15  
W.O. \_\_\_\_\_

THE LAND TITLES ACT

DATED April 24 A.D. 1968

THE ALGOMA STEEL CORPORATION  
LIMITED

to

The Hydro-Electric Power Commission  
of Ontario  
PROPERTY DIVISION  
820 University Avenue  
Toronto - Ontario

Transfer of Easement

Location B76, Gros Cap  
Indian Reserve #49,  
now  
TWR. Michipicoten  
DISTRICT Algoma

28/10/68

## LAND TITLES ACT

This Transfer of Easement made in <sup>triplicate</sup> ~~duplicate~~ the 24th day of April 19 68 .

Between

[REDACTED]

herein called the Transferor

and

The Hydro-Electric Power Commission of Ontario

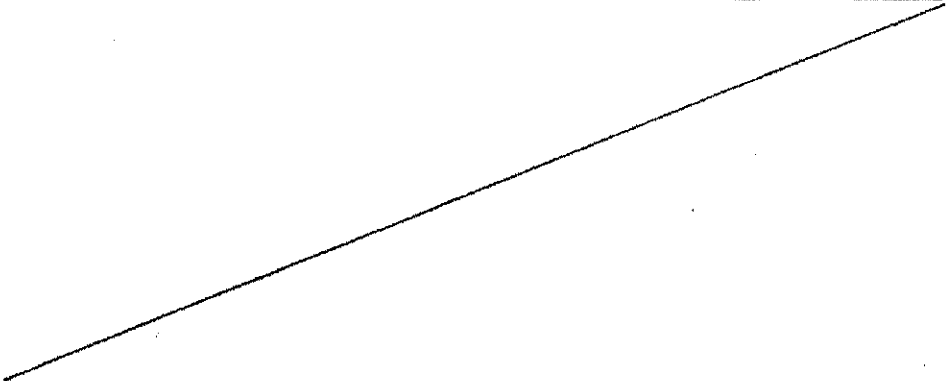
herein called the Commission

### 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 [REDACTED] 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 two Towers ~~Poles~~ <sup>poles</sup> ~~anchors~~, with guys and braces, and to string wires thereon (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 surrendered portion of the Gros Cap Indian Reserve (Indian Reserve No. 49) now part of the Municipality of the Township of Michipicoten in the District of Algoma and being composed of that part of Location BY6 in the said Township of Michipicoten as shown on a plan of survey of record in the Office of Land Titles at Sault Ste. Marie as No. A.R. 307 and designated thereon as Part 1, being part of Parcel 373 in the Register of Michipicoten.



(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

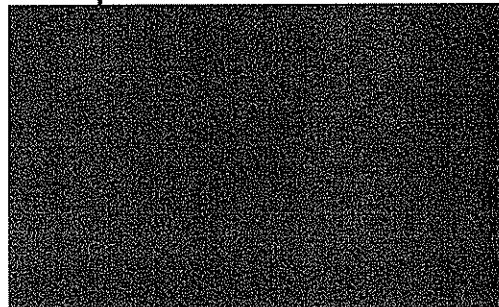
(f) To install an underground conductor for grounding purposes when and where required in the strip, to be at a minimum depth of twelve inches below the surface of any arable land.

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

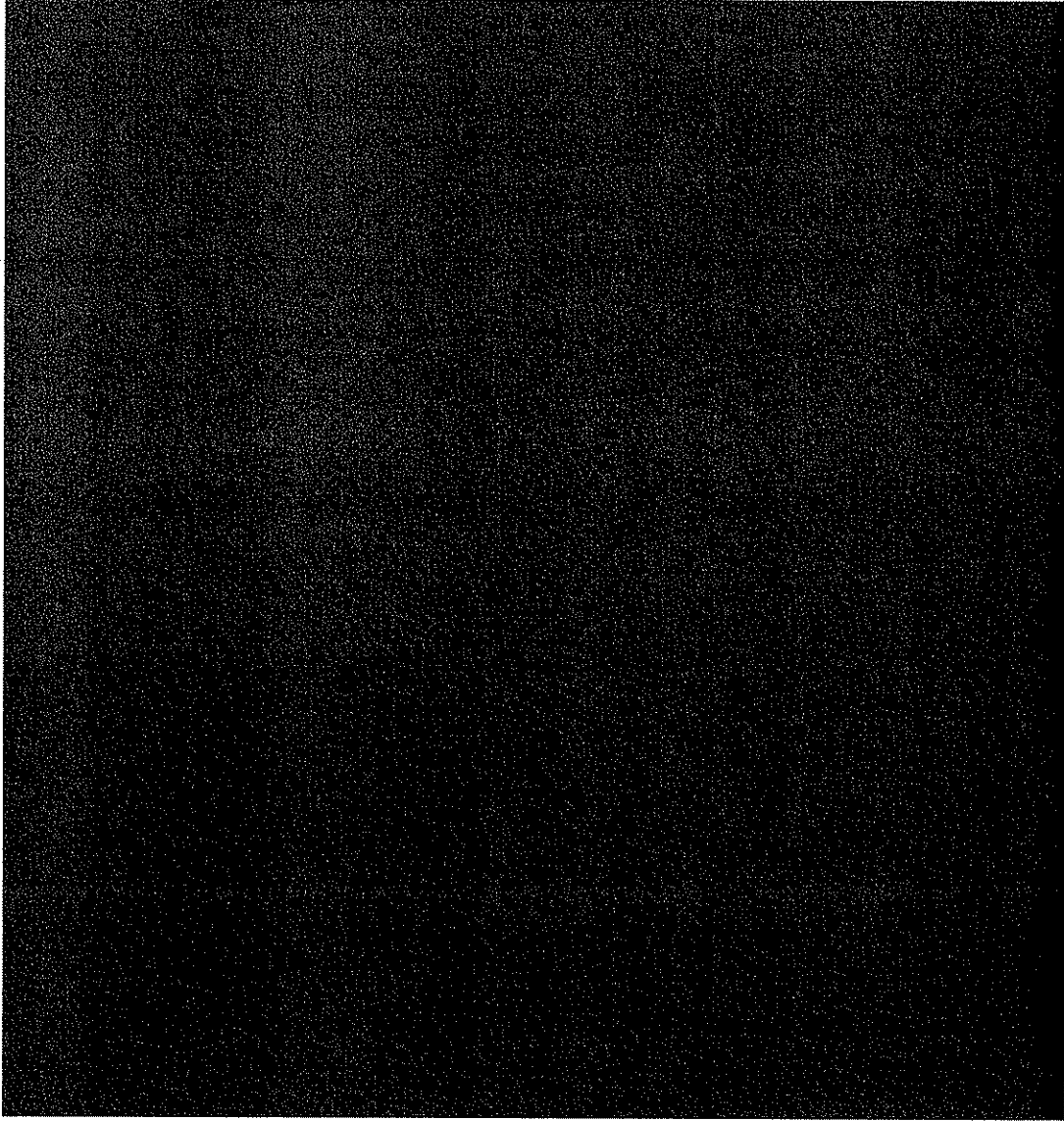
5. ALL covenants herein contained shall be construed to be several as well as joint, and wherever the singular is used in this transfer of easement, the same shall be construed as including the plural where the context or the parties hereto so require.

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



## THE LAND TITLES ACT

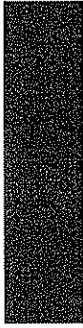


The affidavit of execution has been redacted in its entirety.

128516

5000000

Dated June 6<sup>th</sup> 1968



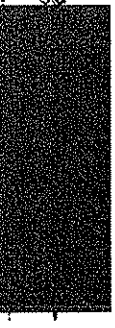
To  
The Hydro-Electric Power Commission  
of Ontario  
Property Division  
620 University Avenue  
Toronto - Ontario

**Grant of Easements**  
for  
TRANSMISSION LINES

LOT East 1/2 of Southwest 1/4, Sec. 4  
CON. V  
TWP. McTavish  
COUNTY District of Thunder Bay

The affidavit of execution  
has been redacted in its  
entirety.

I CERTIFY that the within instrument is  
duly Entered and Registered in the Reg-  
istry Office for the Registry Division of  
Port Arthur, District of Thunder Bay,  
Ontario, at 9:30... o'clock A.M.  
of the 5<sup>th</sup> day of July  
19 68 as Number 128516  
PORT ARTHUR



MASTER OF TITLES AND REGISTRAR OF DEEDS PORT ARTHUR, ONTARIO	
RECD	JUL 5 - 1968
TIME: 9:30 A.M.	
FROM: 4:30 P.M.	
TAX: -	
FEES: 6.00	

PA-103813

**This Grant of Easements** made in duplicate the  
1968 .

6<sup>th</sup> day of June

Between

[REDACTED]

herein called the Grantor

and

**The Hydro-Electric Power Commission of Ontario**

herein called the Commission

Witnesseth

1. THE Grantor is entitled to in fee simple and in possession of the land herein described, free of encumbrances.

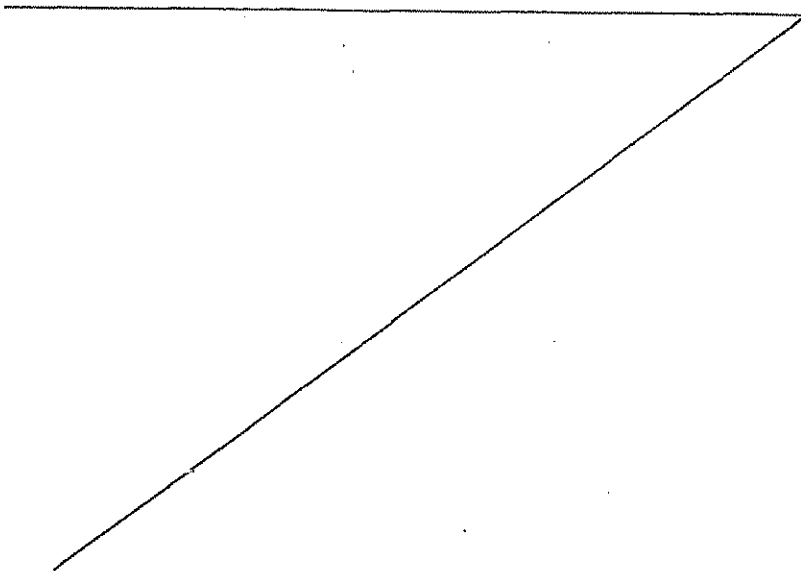
2. PURSUANT to The Power Commission Act and amendments thereto, the Commission has erected, or is about to erect, a line for the transmission of electrical energy on this land.

3. IN CONSIDERATION of the sum of [REDACTED] ~~MONIES~~ of lawful money of Canada, now paid by the Commission to the Grantor (the receipt whereof is hereby acknowledged) the Grantor hereby grants and conveys in perpetuity to the Commission, its successors and assigns, the rights and easements:

(a) To erect, maintain, and operate 2 Towers ~~POLES~~ ~~ANCHORS~~ ~~without easements and poles~~ and to string wires thereon (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 McTavish in the District of Thunder Bay and being composed of that Part of the East half of the South-west quarter of Section 4 in the fifth Concession of the said Township of McTavish more particularly described in Schedule "A" herein.

55000



(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 Grantor 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 Grantor 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 grant of easements, 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 grant of easements 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, Sealed and Delivered  
In the presence of

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SCHEDULE "A"

ALL THAT PORTION of the East half of the Southwest quarter of Section 4, <sup>14</sup>Concession 5, in the Township of McTavish, in the District of Thunder Bay as shown edged in red on the attached print of PLAN 204-12700 and being a strip of land 150 feet in width lying 75 feet on each side of, and measured perpendicularly from, a centre line and centre line produced of a tower transmission line, which centre line may be described as follows:

COMMENCING at a point in the Western limit of the said East half of the Southwest quarter of Section 4 which point may be located as follows:

BEGINNING at the Southwest corner of said Section 4;  
THENCE North 89 degrees, 52 minutes and 30 seconds East along the Southern limit of said Section 4 a distance of 1318.25 feet to the said Western limit of the East half of the Southwest quarter of Section 4;

THENCE North 0 degrees and 31 minutes East along said Western limit 1499.29 feet to the said point of commencement;  
THENCE North 37 degrees, 44 minutes and 10 seconds East 1458.38 feet to the Northern limit of the said East half of the Southwest quarter of Section 4;

BEARINGS herein are astronomic derived from observations on Polaris and referred to the meridian through the Southeast corner of Section 3, Concession 5, Township of McTavish.

Certified Correct  
April 3, 1968



For C.E. STAUFFER O.L.S.  
CHIEF SURVEYOR

AFFIDAVIT AS TO LEGAL AGE AND MARITAL STATUS

PROVINCE OF ONTARIO  
COUNTY OF

I/WE \_\_\_\_\_  
of the State \_\_\_\_\_ of Michigan  
To Wit: in the County of \_\_\_\_\_

Strike out  
words and  
parts not  
applicable  
and initial.

in the within instrument named, make oath and say that at the time of the execution of the within instrument,

1. I was of the full age of twenty-one years;

If Attorney  
see footnote.

2. And that \_\_\_\_\_

who also executed the within instrument is \_\_\_\_\_ of the full age of twenty-one years

3. I was legally married to the person named therein as my wife/husband;

4. I was ~~un~~married/divorced/widower.

CHARLES F. VERHOEVEN  
Notary Public, Monroe County, Commissioner for taking Affidavits, etc.  
My Commission Expires Jan. 27, 1970

NOTE: If Attorney, substitute in space provided "I am Attorney for \_\_\_\_\_ (State name) \_\_\_\_\_, one of the parties named therein and he/she was of the full age of twenty-one years."

AFFIDAVIT AS TO LEGAL AGE AND MARITAL STATUS

PROVINCE OF ONTARIO  
COUNTY OF

I/WE \_\_\_\_\_  
of the \_\_\_\_\_ of \_\_\_\_\_  
To Wit: in the County of \_\_\_\_\_

Strike out  
words and  
parts not  
applicable  
and initial.

in the within instrument named, make oath and say that at the time of the execution of the within instrument,

1. I was of the full age of twenty-one years;

If Attorney  
see footnote.

2. And that \_\_\_\_\_

who also executed the within instrument \_\_\_\_\_ of the full age of twenty-one years

3. I was legally married to the person named therein as my wife/husband;

4. I was unmarried/divorced/widower.

SWORN before me at the \_\_\_\_\_  
of \_\_\_\_\_  
in the \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 19\_\_\_\_

A Commissioner for taking Affidavits, etc.

NOTE: If Attorney, substitute in space provided "I am Attorney for \_\_\_\_\_ (State name) \_\_\_\_\_, one of the parties named therein and he/she was of the full age of twenty-one years."

128517

128517

NIP

Dated JUNE 15 1968



To

The Hydro-Electric Power Commission  
of Ontario  
Property Division  
620 University Avenue  
Toronto - Ontario

**Grant of Easements**  
for  
TRANSMISSION LINES

LOT 10  
CON. 1  
TWP. Nipigon  
COUNTY District Thunder Bay

The affidavit of execution has been redacted in its entirety.

I CERTIFY that the within instrument is duly Entered and Registered in the Registry Office for the Registry Division of Port Arthur, District of Thunder Bay, Ontario, at 9:30 o'clock A.M. of the 5th day of July 1968, as Number 128517 PORT ARTHUR



MASTER OF TITLES	
REGISTERED DEEDS	
PORT ARTHUR, ONTARIO	
REC'D	JULY - 1968
TIME: 9:50 A.M.	FROM: H.L.P.C.
TAX: 6.00	FEES: 6.00

This Grant of Easements made in duplicate the 15th day of June 1968.

## Between

herein called the Grantor

and

The Hydro-Electric Power Commission of Ontario

herein called the Commission

Witnesseth

1. THE Grantor is entitled to in fee simple and in possession of the land herein described, free of encumbrances.
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 [REDACTED] Dollars of lawful money of Canada, now paid by the Commission to the Grantor (the receipt whereof is hereby acknowledged) the Grantor hereby grants and conveys in perpetuity to the Commission, its successors and assigns, the rights and easements:
- (a) To erect, maintain, and operate 1 Towerx Poles Anchors with guys and braces, and to string wires thereon (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 Nipigon in the District of Thunder Bay and being composed of the Surface Rights Only of part of the North half of the West 80 acres of Lot 10<sup>th</sup> in the First Concession of the said Township of Nipigon, as more particularly described in Schedule "A" attached hereto.

(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 Grantor 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 Grantor 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 grant of easements, 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 grant of easements 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, Sealed and Delivered  
In the presence of

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[Redacted Signature]



SCHEDULE "A"

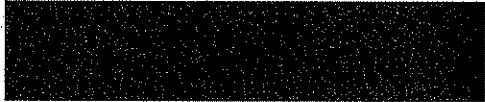
Vol  
1 NIP  
For  
138

ALL THAT PORTION of the Westerly 80 acres of Lot 10<sup>✓</sup>  
Concession 1 in the Township of Nipigon, in the District of Thunder  
Bay as shown edged in red on the attached print of PLAN 204-12687  
and being a strip of land 150 feet in width lying 75 feet on each  
side of, and measured perpendicularly from, a centre line and centre  
line produced of a tower transmission line, which centre line may be  
described as follows:

COMMENCING at a point in the Northern limit of said Lot 10  
distant 4242.07 feet measured South 89 degrees and 56 minutes West  
along said Northern limit from the Northeast angle of said Lot 10;  
THENCE South 65 degrees, 16 minutes and 40 seconds West 660.68 feet  
to the 66 foot reservation on the East side of the Nipigon River;

BEARINGS herein are astronomic, derived from observations  
on polaris on centre line of tower transmission line PL 15x12  
at its intersection with the centre line of Canadian National Railway  
Company (adjacent to Nipigon River) and referred to the meridian  
through the Northwest angle of Lot 10 Concession 5 Township of  
Nipigon.

Certified Correct  
April 22, 1968



THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO  
SURVEY DEPARTMENT

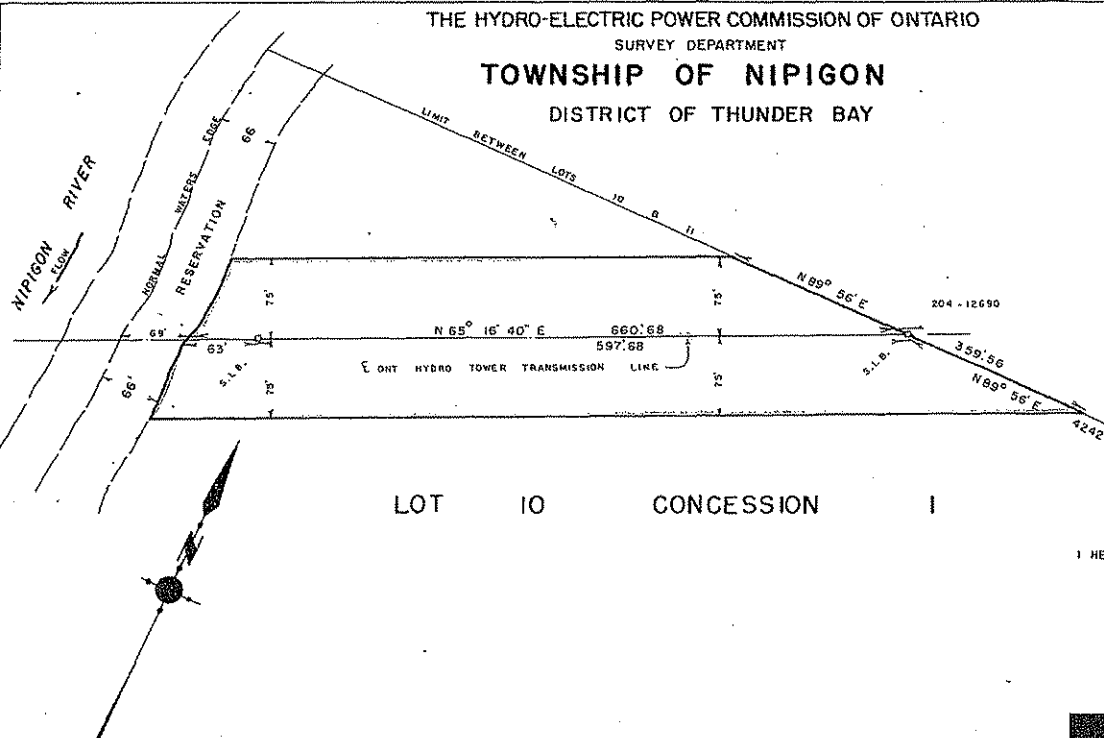
TOWNSHIP OF NIPIGON

DISTRICT OF THUNDER BAY

204 - 12687

This plan is prepared from a survey performed by Phillips, Wilson and Milton Ontario Land Surveyors in accordance with Contract No. 093-12 - 66 dated January 20, 1967.

Bearings are astronomic, derived from observations on Pokiris on centre line of Ont. Hydro Transmission Line PL 15 x 12 at its intersection with centre line of Canadian National Railway (adjacent to Nipigon River) and referred to the meridian through the Northwest corner of Lot 10 Con. 5 Township of Nipigon.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT:

1. This survey and plan are correct and in accordance with The Surveyors Act and The Registry Act and the regulations made thereunder.
2. The survey was completed on the 27<sup>th</sup> day of January, 1967

MARATHON T.S. - LAKEHEAD T.S.  
PL 15 x 12

EASEMENT ONLY

DR. J. M. SCALE 1 inch = 100 Feet  
CKD DATE FEB. 19, 1968

D. H. McFARLAND  
For C.E. STAUFFER O.L.S.  
CHIEF SURVEYOR

AFFIDAVIT AS TO LEGAL AGE AND MARITAL STATUS

PROVINCE OF ONTARIO } I/WE \_\_\_\_\_  
COUNTY OF DISTRICT } of the \_\_\_\_\_ City of \_\_\_\_\_ Port Arthur  
THUNDERBAY To Wit: } in the \_\_\_\_\_ District of Thunder Bay

Strike out words and parts not applicable and initial.

in the within instrument named, make oath and say that at the time of the execution of the within instrument,

If Attorney see footnote.

1. I was of the full age of twenty-one years;

2. And that

who also executed the within instrument \_\_\_\_\_ of the full age of twenty-one years

3. I was legally married to the person named therein as my wife/husband;

4. I was unmarried/divorced/widower.

SWORN before me at the \_\_\_\_\_ CITY  
of \_\_\_\_\_ PORT ARTHUR  
in the DISTRICT OF THUNDERBAY  
this \_\_\_\_\_ 15th day of JUNE  
A.D. 19 68

NOTE: If Attorney, substitute in space provided "I am Attorney for \_\_\_\_\_ (State name) \_\_\_\_\_, one of the parties named therein and he/she was of the full age of twenty-one years."

AFFIDAVIT AS TO LEGAL AGE AND MARITAL STATUS

PROVINCE OF ONTARIO } I/WE \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } of the \_\_\_\_\_ of \_\_\_\_\_  
To Wit: } in the County of \_\_\_\_\_

Strike out words and parts not applicable and initial.

in the within instrument named, make oath and say that at the time of the execution of the within instrument,

If Attorney see footnote.

1. I was of the full age of twenty-one years;

2. And that

who also executed the within instrument \_\_\_\_\_ of the full age of twenty-one years

3. I was legally married to the person named therein as my wife/husband;

4. I was unmarried/divorced/widower.

SWORN before me at the \_\_\_\_\_  
of \_\_\_\_\_  
in the \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 19 \_\_\_\_\_

A Commissioner for taking Affidavits, etc.

NOTE: If Attorney, substitute in space provided "I am Attorney for \_\_\_\_\_ (State name) \_\_\_\_\_, one of the parties named therein and he/she was of the full age of twenty-one years."



The Hydro-Electric Power Commission  
of Ontario  
Property Division  
620 University Avenue  
Toronto - Ontario

# Grant of Easements for TRANSMISSION LINES

LOT 11  
CON. 1  
TWP. NIPIGON  
COUNTY DISTRICT THUNDER BAY

The affidavit of execution has been redacted in its entirety.

I CERTIFY that the within instrument is duly Entered and Registered in the Registry Office for the Registry Division of Port Arthur, District of Thunder Bay, Ontario, at 9:30 o'clock A.M. of the 5<sup>th</sup> day of July 1968, as Number 128518.

JOHN ARTHUR

RECEIVED  
RECORDS OF DEEDS  
PORT ARTHUR, ONTARIO  
1918-1918  
TIME: 9:20 A.M.  
FROM: M. G. G. G.

P.A. 1036'E



(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 Grantor 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.

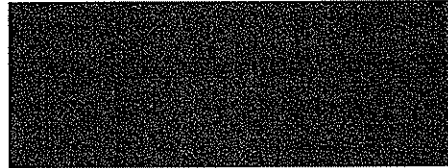
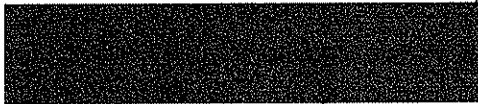
4. THE Grantor covenants and agrees not to erect in the strip any buildings, structures, or other obstructions of any nature whatever.

5. ALL covenants herein contained shall be construed to be several as well as joint, and wherever the singular is used in this grant of easements, 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 grant of easements 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, Sealed and Delivered

In the presence of



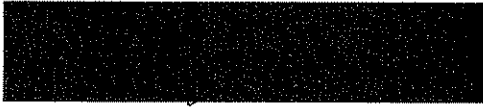
SCHEDULE "A"

ALL THAT PORTION of the Westerly 80 acres Lot 11<sup>W</sup> Concession 1 in the Township of Nipigon, in the District of Thunder Bay, as shown edged in red on the attached print of PLAN 204-12690 and being a strip of land 150 feet in width lying 75 feet on each side of, and measured perpendicularly from, a centre line and centre line produced of a tower transmission line, which centre line may be described as follows:

COMMENCING at a point in the Southern limit of said Lot 11 distant 4242.07 feet measured South 89 degrees and 56 minutes West along said Southern limit from the Southeast angle of said Lot 11; THENCE North 65 degrees, 16 minutes and 40 seconds East 1333.24 feet to the Eastern limit of the said Westerly 80 acres of said Lot 11;

BEARING herein are astronomic, derived from observations on Polaris on centre line of tower transmission line PL15x12 at its intersection with the centre line of Canadian National Railway (adjacent to Nipigon River) and referred to the meridian through the Northwest angle of Lot 10 Concession 5 Township of Nipigon.

Certified Correct  
March 15, 1968



25549

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO  
SURVEY DEPARTMENT

**TOWNSHIP OF NIPIGON**

DISTRICT OF THUNDER BAY

204 - 12690

LOT 11

CONCESSION 1

This plan is prepared from a survey performed by Phillips, Wilson and Milton Ontario Land Surveyors in accordance with Contract NP 093-12 - 66 dated January 20, 1967.

Bearings are astronomic, derived from observations on Polaris on centre line of Ont. Hydro Transmission Line PL 15 x 12 of its intersection with centre line of Canadian National Railway (adjacent to Nipigon River) and referred to the meridian through the Northwest corner of Lot 10 Con 5 Township of Nipigon.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT:

1. This survey and plan are correct and in accordance with the Survey Act and the Regulations made thereunder.
2. The survey was completed on the 27<sup>th</sup> day of January, 1967.

MARATHON T.S. - LAKEHEAD T.S.  
PL 15 x 12

EASEMENT ONLY

DR. J. M.

CHIEF

SCALE 1 inch = 200 Feet

DATE FEB. 15, 1968

Wages 15/68

For C.E. STAUFFER O.L.S.  
CHIEF SURVEYOR

Re-issue No 1 841 - 2816 912

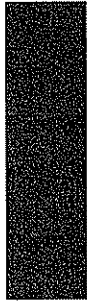
NOTE: If Attorney, substitute in space provided "I am Attorney for.....(State name)..... one of the parties named therein and he/she was of the full age of twenty-one years."

NOTE: If Attorney, substitute in space provided "I am Attorney for \_\_\_\_\_ (State name) \_\_\_\_\_, one of the parties named therein and he/she was of the full age of twenty-one years."

128519

N.P.  
1st 10 km

Dated JUNE 12 1968



To

The Hydro-Electric Power Commission  
of Ontario  
Property Division  
620 University Avenue  
Toronto - Ontario

**Grant of Easements**  
for  
TRANSMISSION LINES

LOT 10  
CON. 3  
TWP. Nipigon  
COUNTY District Thunder Bay

The affidavit of  
execution has  
been redacted  
in its entirety.

I CERTIFY that the within instrument is  
duly Entered and Registered in the Reg-  
istry Office for the Registry Division of  
Port Arthur, District of Thunder Bay,  
Ontario, at 9:30 o'clock P.M.  
of the 15 day of July  
19 68 as Heretofore  
PORT ARTHUR



MASTER OF TITLES  
AND  
REGISTRAR OF DEEDS  
PORT ARTHUR, ONTARIO  
RECD JUL 11 - 1968  
TIME: 9:20 A.M.  
FROM: H.E.P.C.  
TAX: -  
FEES: 6.00

PA 1028/2

This Grant of Easements made in duplicate the  
 JUNE 19 68.

12th

day of

Between



herein called the Grantor

and

The Hydro-Electric Power Commission of Ontario

herein called the Commission

Witnesseth

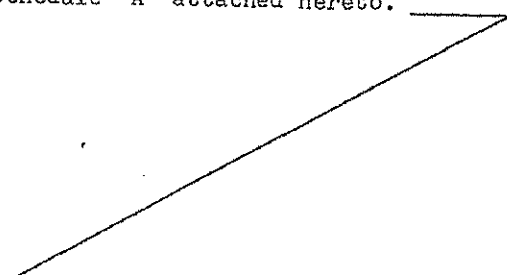
1. THE Grantor is entitled to in fee simple and in possession of the land herein described, free of encumbrances.

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 [REDACTED] Dollars of lawful money of Canada, now paid by the Commission to the Grantor (the receipt whereof is hereby acknowledged) the Grantor hereby grants and conveys in perpetuity to the Commission, its successors and assigns, the rights and easements:

(a) To erect, maintain, and operate 4 Towers ~~poles~~ ~~anchors~~ with guys and braces, and to string wires thereon (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 Nipigon in the District of Thunder Bay and being composed of the Surface Rights Only of that part of Lot 10 in the Third Concession of the said Township of Nipigon, as more particularly described in Schedule "A" attached hereto.





(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 Grantor 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

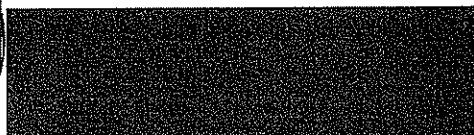
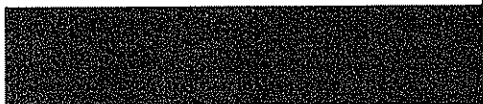
(f) To install an underground conductor for grounding purposes when and where required in the strip, to be at a minimum depth of twelve inches below the surface of any arable land.

4. THE Grantor 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 grant of easements, 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 grant of easements 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, Sealed and Delivered  
In the presence of



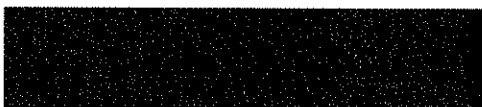
SCHEDULE "A"

ALL THAT PORTION of Lot 10 Concession 3 in the Township of Nipigon, in the District of Thunder Bay, as shown edged in red on the attached print of PLAN 204-12689 and being a strip of land 150 feet in width lying 75 feet on each side of, and measured perpendicularly from, a centre line and centre line produced of a tower transmission line, which centre line may be described as follows:

COMMENCING at a point in the Western limit of said Lot 10 distant 1778.34 feet measured South 0 degrees, 19 minutes and 30 seconds West along said Western limit from the Northwest angle of said Lot 10; THENCE North 85 degrees and 23 minutes East 5275.39 feet to a point in the Eastern limit of said Lot 10 distant 1351.29 feet measured South 0 degrees, 03 minutes and 10 seconds East along said Eastern limit from the Northeast angle of said Lot 10;

BEARINGS herein are astronomic, derived from observations on Polaris on centre line of tower transmission line PL15x12 at its intersection with the centre line of Canadian National Railway (adjacent to Nipigon River) and referred to the meridian through the Northwest angle of Lot 10 Concession 5 Township of Nipigon.

Certified Correct  
April 19, 1968



AFFIDAVIT AS TO LEGAL AGE AND MARITAL STATUS

PROVINCE OF ONTARIO } I/WE \_\_\_\_\_  
COUNTY OF DISTRICT } of the \_\_\_\_\_ City \_\_\_\_\_ of Port Arthur  
OF THUNDER BAY } To Wit: in the \_\_\_\_\_

Strike out  
words and  
parts not  
applicable  
and initial.

in the within instrument named, make oath and say that at the time of the execution of the within instrument,

1. I was of the full age of twenty-one years;

If Attorney  
see footnote.

2. ~~XXXXXX~~

~~XXXXXX~~ of the within instrument ~~XXXXXX~~ of the full age of twenty-one years

3. ~~I was legally married to the person named therein as my wife/husband;~~

4. ~~I was unmarried/divorced/widower.~~

SWORN before me at the CITY  
of PORT ARTHUR  
in the DISTRICT OF THUNDER BAY  
this 12TH day of JUNE  
A.D. 1968

NOTE: If Attorney, substitute in space provided "I am Attorney for \_\_\_\_\_ (State name) \_\_\_\_\_, one of the parties named therein and he/she was of the full age of twenty-one years."

AFFIDAVIT AS TO LEGAL AGE AND MARITAL STATUS

PROVINCE OF ONTARIO } I/WE \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } of the \_\_\_\_\_ of \_\_\_\_\_  
To Wit: in the County of \_\_\_\_\_

Strike out  
words and  
parts not  
applicable  
and initial.

in the within instrument named, make oath and say that at the time of the execution of the within instrument,

1. I was of the full age of twenty-one years;

If Attorney  
see footnote.

2. And that

who also executed the within instrument \_\_\_\_\_ of the full age of twenty-one years

3. I was legally married to the person named therein as my wife/husband;

4. I was unmarried/divorced/widower.

SWORN before me at the \_\_\_\_\_  
of \_\_\_\_\_  
in the \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 19\_\_\_\_\_

A Commissioner for taking Affidavits, etc.

NOTE: If Attorney, substitute in space provided "I am Attorney for \_\_\_\_\_ (State name) \_\_\_\_\_, one of the parties named therein and he/she was of the full age of twenty-one years."

128887

Dated JUNE 13 1968

[REDACTED]  
and  
KYLIIKKI MARIA DAMPIER  
To

The Hydro-Electric Power Commission  
of Ontario  
Property Division  
620 University Avenue  
Toronto - Ontario

**Grant of Easements  
for  
TRANSMISSION LINES**

LOT	11
CON.	1
TWP.	Nipigon
COUNTY	District Thunder Bay

The affidavit of execution has  
been redacted in its entirety.

I HEREBY certify that the above described land is  
not located in a designated area in the  
Municipality of Nipigon, District of Thunder Bay,  
Ontario, and is not subject to any  
claim of the 12th day of August,  
1968. ... Minister 128887

15077  
RECD  
THUNDER BAY  
JUN 14 1968  
JUN 14 1968  
JUN 14 1968