

HONI INTERROGATORY – 01

Reference:

HONI-1

Reference 1: Document 6 of Nyon's Evidence, at Preamble and sections 1.1, 2.4, 3.1, 4.1 and 5

Reference 2: Document 20 of Nyon's Evidence

Preamble:

The Preamble to the Master Agreement between the St. Lawrence Seaway Authority and Hydro-Electric Power Commission of Ontario dated October 6, 1969, reads in part:

AND WHEREAS the Authority is relocating its channel between Port Robinson and Port Colborne and has expropriate lands on which ***the Commission's power lines and electricity supply facilities*** are presently operated and maintained;
[Emphasis added]

The Master Agreement goes on to read as follows:

1.1 The Commission shall as soon as practicable survey and estimate the cost of relocating ***its power lines and electricity supply facilities*** within the expropriated area and shall calculate as a percentage of such cost the value of any betterment resulting from such relocation and restoration.

...

2.4 The relocation and restoration of existing power lines or electricity supply facilities shall be entirely at the expense of the Authority. The Commission shall pay only for those betterments or improvements to ***its power lines or electricity supply facilities*** installed at its request at the time of relocation.

...

3.1 For the purpose of this agreement "cost of relocation and restoration of power lines or electricity supply facilities" shall include:

- a) the costs incurred by the Commission in removing and relocating ***its power lines or electricity supply facilities***;

...

4.1 The Authority shall grant to the Commission permission to enter upon its lands for the purpose of relocation and restoration of ***its said power lines and electricity supply facilities***.

...

5. In lieu of all rights and privileges hitherto enjoyed by the Commission within the expropriated area the Authority ***shall grant free of rental to the Commission the right and privilege to maintain and operate its power lines and electricity supply facilities*** across the relocated channel and equivalent lands as more particularly set out in an agreement supplemental hereto. [Emphasis added]

Interrogatory:

- a) Is the Master Agreement at Reference 1 complete, including all schedules and appendices? If not, please produce a complete version.
- b) Does Nyon agree that the parties to the Master Agreement contemplated that the “power lines and electricity supply facilities” were those of the Commission (i.e., “its power lines and electricity supply facilities”). If not, on what basis does Nyon disagree?

Response:

- a) The Master Agreement is between Hydro One Networks Inc.'s (“**Hydro One**”) predecessor, the Hydro-Electric Power Commission of Ontario (the “**Commission**”) and the St. Lawrence Seaway Authority (the “**Authority**”). The version of the document that is in Nyon's and 1170367 Ontario Inc.'s (collectively, “**Nyon**”) possession was provided by Hydro One in or around 2013 and is reproduced at Document 6 of Nyon's Evidence. The Master Agreement at Reference 1 is the entirety of the only version Nyon has. If there is a version with schedules and appendices, Hydro One is obligated to provide it to Nyon.
- b) No. The Master Agreement does not indicate a shared understanding that the “power lines and electricity supply facilities” were those of the Commission. The *St. Lawrence Seaway Authority Act*, R.S.C. 1952, c. 242 does not carve out any fixtures on the land as being exempt from the expropriation (the “**SLSAA**”). A subsequent Master Agreement, even if it did suggest the power lines and electricity supply facilities were the property of the Commission, which is denied, does not vest title to those fixtures in the face of a federal statute which unambiguously provides the opposite. There is definitively no document whereby any of Nyon's predecessors in title conveyed the transmission infrastructure to Hydro One.

Moreover, the Master Agreement does not purport to confirm title to the power lines and electricity supply facilities as being the Commission's, for a number of reasons:

- Provisions of the Master Agreement use the word “its” to connect the “power lines and electricity supply facilities” to the Authority in the possessive form. For example, s. 4.1 states:

4.1 The Authority shall grant to the Commission permission to enter upon its lands for the purposes of relocation and restoration of its said power lines and electricity supply facilities.

In the above provision, the first time “its” is used, it is unambiguously referring to the lands owned by the Authority, and there is no indication to suggest a change to the use of the possessive pronoun prior to the phrase “its power lines and electricity supply facilities.”

Notwithstanding that the first use of the word “its” in the above sentence structure refers to the lands of the Authority, a reference is made to the Commission prior to addressing the lands – “The **Authority** shall grant to the **Commission** permission to enter upon **its lands**...” Here, it is undeniable that the Authority is granting the Commission access rights to the lands of the Authority

- Other provisions of the Master Agreement refer to the Authority as the owner of the “power lines and electricity supply facilities” in the same way that the Master Agreement uses the word “its” to describe lands owned by the Authority. For example, s. 5 states:

5.the Authority shall grant fee of rental the Commission the right and privilege to maintain and operate its power lines and electricity supply facilities...

This is the same sentence structure as the drafter of the Master Agreement used in s. 4.1 when unequivocally referring to the lands owned by the Authority. Here, the Master Agreement used that same sentence structure and the word “its” when referring to the “power lines and electricity supply facilities”, which is a strong indicator of acknowledgement that they were owned by the Authority. It is also noteworthy that these provisions are only separated by one subparagraph.

- There is no provision in the Master Agreement or Supplemental Agreement that directly addresses the ownership of the transmission infrastructure in question, however there are frequent references to the “maintenance and operation” of the power lines and electricity supply facilities. If the parties intended for title to the power lines and electricity supply facilities to be transferred to the Commission after expropriation of them by the Authority, they would have included a provision that did just that. As Hydro One has pointed out in the Preamble of the Master Agreement,

the parties were patently aware that the Authority had expropriated the lands where the Commission's power lines and electricity supply facilities were maintained. Each party was sophisticated and would have been presumed to understand the impact of the expropriation upon its property rights.

HONI INTERROGATORY – 02

Reference:

HONI-2

Reference 1: Document 13 of Nyon's Evidence, at section 4 (p. 2) and Schedule "C" (p. 9)

Preamble:

On May 10, 2005, Canada Lands Company CLC Limited sold a portion of the subject lands to the Corporation of the City of Port Colborne pursuant to an Agreement of Purchase and Sale. Sections 4 and 6 of the Agreement of Purchase and Sale dated May 10, 2005, reads:

4. Notwithstanding the provisions of Paragraph 10, the Purchaser agrees to accept title subject to (i) all registered or unregistered agreements with municipalities and publicly or privately regulated utilities; (ii) all registered or unregistered easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the land; (iii) any encroachments as may be revealed by Schedule "A-2" or by an up-to-date survey; and (iv) the Permitted Encumbrances set out in Schedule "C"...

6. The Purchaser and Vendor agree that no fixtures, building or chattels are included in the Purchase Price.

Schedule "C" of lists two Permitted Encumbrances, as follows:

1. Agreement No. 15-73 dated October 6, 1969 between The St. Lawrence Seaway Authority and Hydro-Electric Power Commission of Ontario being a Master Agreement regarding permanent relocation of power lines and electricity supply facilities, Counties of Lincoln and Welland as amended by Agreement G- 73-1 dated June 1, 1976.

2. Licence (File 37-66-1028) dated April 4, 1977 between The St. Lawrence Seaway Authority as Licensor and Ontario Hydro as Licensee to erect, maintain and/or renew electrical transmission line.

Interrogatory:

- a) Is it Nyon's position that it is a successor in interest to, or otherwise has custody of, the Agreement of Purchase and Sale at the reference above? Please explain why or why not.
- b) Please provide a copy of the Licence listed at para. 2 of Schedule "C": "Licence (File 37- 66-1028) dated April 4, 1977 between The St. Lawrence Seaway Authority as Licensor and Ontario Hydro as Licensee to erect, maintain, operate and/or renew electrical transmission line".

- c) Is it Nyon's position that the Licence referenced in question (b) continued as a permitted encumbrance following the execution of the Agreement of Purchase and Sale referenced above? If not, please explain why not.
- d) Does Nyon agree that the City of Port Colborne did not acquire title to any of the transmission infrastructure located on the subject lands pursuant to this May 2005 Agreement of Purchase and Sale? If Nyon does not agree, please provide full particulars and documentation in support of its position.

Response:

- a) The question is unclear. What does "otherwise have custody of the Agreement of Purchase and Sale" mean?

Insofar as this question appears to relate to a question as to the chain of title and its impact, on May 10, 2005, Canada Lands Corporation ("**Canada Lands**"), as vendor and the Corporation of the City of Port Colborne ("**Port Colborne**"), as purchaser, entered into an Agreement of Purchase and Sale for 51.5 acres (the "**First Port Colborne APS**"). The lands that were the subject of the First Port Colborne APS are outlined in bold on Plan 59R-12469, which was included as Document 11 of Nyon's evidence and re-attached hereto as **Appendix 1**.

With respect to the First Port Colborne APS, it is Nyon's position that the agreements and licences in Schedule "C" of the First Port Colborne APS (being the Master Agreement, the Supplemental Agreement and the Feeder Line Licence) were extinguished upon the transfer of those lands from Port Colborne to Nyon.

Port Colborne accepted those lands from Canada Lands together with the agreements and licences set out at Schedule "C" of the First Port Colborne APS and they continued to exist. However, when those same lands were transferred to Nyon on May 1, 2015, pursuant to the Agreement of Purchase and Sale between Port Colborne, as vendor, and Nyon, as purchaser, dated January 3, 2006 (the "**Nyon APS**") the licences and agreements with Hydro One were extinguished or terminated. Those licences and agreements were not included in the Nyon APS, nor were they otherwise assigned or transferred to Nyon.¹

Pursuant to s. 9 of the Nyon APS the lands were transferred to Nyon on an "as-is where-is" basis, and at s. 25 of the Nyon APS there is an Entire Agreement provision, stating

¹ The April 30, 2015 assignment between Port Colborne and Nyon only transferred any rights, title or interest (if any) that existed and belonged to Port Colborne with respect to any occupancy of Hydro One or its predecessors on those lands.

that there is no representation, warranty or collateral agreement that affects the Nyon APS.

In the alternative, the Master Agreement and the Supplemental Agreement were terminated on notice on September 22, 2015, upon delivery of the Notice to Pay or Quit and correspondence that unequivocally stated Nyon's intentions to terminate the agreements if payment was not received by September 30, 2015. No payment has ever been received by Nyon. Similarly, the Feeder Line Licence was terminated pursuant to Nyon's delivery of the Notice to Remove dated September 22, 2015.

With respect to the Master Agreement and the Supplemental Agreement, in the further alternative, if they are not permitted to be terminated on notice (which is denied), Nyon was permitted to terminate them because Hydro One fundamentally breached both by contaminating the subject lands, without permission of the owner. Courts have repeatedly found that there is an implied term in commercial contracts that a permitted user of land will not contaminate the owner's land without express permission. Hydro One contaminated the subject lands and has refused or neglected to remedy the contamination. The contamination was an intentional act by Hydro One, for only its benefit, and has had a significant negative impact on the value of the subject lands. To determine if a fundamental breach has occurred, one weighs the innocent party's benefit in the contract against the breach. Nyon had little benefit in the contract, while the breach had a significant impact on the value of the subject lands. Accordingly, the contamination was a fundamental breach of the Master Agreement and the Supplemental Agreement that entitled Nyon to terminate them on September 22, 2015.

- b) The licence listed at paragraph 2 of Schedule "C" of the First Port Colborne APS was already provided to Hydro One by Nyon approximately 16 months ago on February 22, 2024 as part of the comprehensive letter delivered by Nyon to Hydro One. It is re-attached here as **Appendix 2**.
- c) On February 22, 2024, Nyon delivered a 25-page letter to Hydro One with respect to this situation and set out its position. That letter also contained 287 pages of appendices. Nyon's position regarding the licence (File 37-66-1028), dated April 4, 1977 (the "**Feeder Line Licence**") was set out at page 20. Hydro One filed a copy of that letter with the OEB as part of its Application to Expropriate.

As set out in that letter and in subsequent proceedings, Port Colborne accepted the lands that the Feeder Line Licence encumbered from Canada Lands, as it was set out at Schedule "C" in the First Port Colborne APS. Accordingly, it continued to exist. However, when those same lands were transferred to Nyon on May 1, 2015, pursuant to the Nyon APS the Feeder Line Licence was extinguished or terminated. The Feeder Line Licence was not included in the Nyon APS, nor was it otherwise assigned or transferred to Nyon.

Pursuant to s. 9 of the Nyon APS the lands were transferred to Nyon on an "as-is where-is" basis, and at s. 25 of the Nyon APS there is an Entire Agreement provision, stating that there is no representation, warranty or collateral agreement that affects the Nyon APS.

In the alternative, the Feeder Line Licence has been terminated pursuant to Nyon's delivery of the Notice to Remove dated September 22, 2015. Subsection 10(a) of the Feeder Line Licence permitted the licensor to cancel it forthwith at any time by notice in writing, which was done on September 22, 2015.

In the further alternative, the Feeder Line Licence was terminated by 117 on September 22, 2015, which was permitted as a result of Hydro One fundamentally breaching the license by contaminating the subject lands for the same reasons set out above regarding the termination of the Master Agreement and the Supplemental Agreement. Additionally, the Feeder Line Licence specifically states at s. 3 that "The Licensee shall in all respects abide by and comply with all lawful rules, regulations, and by-laws of the Provincial Government, municipalities, another governing bodies...", which Hydro One has breached by contaminating and failing to remediate the subject lands.

In the further alternative, Hydro One's continuous failure to make the payments to Nyon and its predecessors under the Feeder Line Licence also constitutes a fundamental breach, which permitted 117 to terminate the Feeder Line Licence on September 22, 2015. Section 1 of the Feeder Line Licence obligated Hydro One and its predecessors to pay \$75.00 annually to the licensor, and s. 2 obligated the licensee to pay "all rates, taxes and assessment, of whatsoever description, that may be at any time during the existence of these Presents be lawfully imposed, or become due and payable, upon, or in respect of the rights and privileges herein granted." Hydro One, nor any of its predecessors has ever paid the rent or any of the s. 2 payments. By failing to pay rent and the additional payments under s. 2, Hydro One failed to fulfill its obligations under the license and deprived Nyon and its predecessors of the entire benefit contracted for. Nyon was entitled to terminate the Feeder Line Licence, which it did on September 22, 2015.

- d) No. It is the position of Nyon that Port Colborne obtained title to the transmission infrastructure that was on the property and transferred it to Nyon. Paragraph 6 of the First Port Colborne APS did not exclude the fixtures, buildings or chattels attached to the lands from transferring to Nyon for the following reasons:
- First, simply because the purchase price did not specifically stipulate a price for the infrastructure (fixtures), it does not mean that the infrastructure did not transfer upon registration of the deed.

- More importantly, second, this provision merged in the deed on closing and is of no force, effect, or consequence now. Without a specific reference in the deed, or an executed agreement on closing, the lands, fixtures, buildings, and infrastructure thereon transferred to Port Colborne and then to Nyon.
- Furthermore, Hydro One had an opportunity in 1969, and again in 1976 to negotiate for the return of the infrastructure to it. Again, it is unequivocal that the subject lands, including the fixtures and infrastructure were expropriated by the Seaway and became its property in 1965 and 1968.
- Hydro One had two clear opportunities to negotiate for the return of that property in 1969 and 1976, when it negotiated the Master Agreement and the Supplemental Agreement, but did not do so.

With respect to s. 44 of the *Electricity Act*, 1998, S.O. 1998, c. 15, Sched. A (the “**Electricity Act**”), that legislation does not operate retroactively to strip property owners of their pre-established and vested property rights. There is a presumption that laws do not operate retroactively and interfere with vested rights that have been legally acquired in the past. The Supreme Court has made it clear that the presumption against the retroactive operation of statutes is an extremely strong one, and the courts expect Parliament [or the Legislature] to express any contrary intent very clearly. The logic for this is simple: the public is entitled to have confidence that they understand the consequences and implications of their actions and contracts when they enter into them. Accordingly, s. 44 of the *Electricity Act* does not strip Nyon of the fixtures and infrastructure that they acquired in a real estate transaction with Port Colborne. Nyon owns all of the hydroelectric infrastructure installed on their property prior to October 30, 1998 (the date the *Electricity Act* came into effect).

With respect to the transmission infrastructure on the subject lands at the time of expropriation, and Hydro One's argument that there was predecessor legislation in effect at the time the expropriations were completed by the Authority that had a similar provision to s. 44 of the *Electricity Act*, those arguments are defeated by the doctrine of federal paramountcy. The rights and title to the lands, fixtures, infrastructure and buildings were granted through an expropriation authorized by federal legislation, while the *Electricity Act* and any provincial predecessor of it, is a provincial statute, which would fundamentally conflict with the fee simple title acquired under the Authority pursuant to the *SLSAA* and the federal *Expropriation Act*, R.S. 1952, c. 64 (the “**1952 Expropriation Act**”) and therefore is inoperative to the extent of the conflict. The Authority expropriated the subject lands, including all buildings, structures and fixtures attached thereto. Any predecessor provincial legislation that contained a similar provision to s. 44 of the *Electricity Act* would make it impossible for Parliament to

achieve the objectives of the federal legislation, which was expropriation. It is important to note that there are no exceptions, whatsoever, in the *SLSAA*, the *1952 Expropriation Act*, or the expropriation documents (which were registered with the Land Registrar pursuant to the predecessor of the *Registry Act*), that limit the extent of the expropriations carried out thereunder

Once the subject lands and fixtures were transferred from Canada Lands to Port Colborne, they transferred from Port Colborne to Nyon, pursuant to the Nyon APS, and merged with the deed on closing.

Additionally, any fixtures that were constructed on the subject lands post-expropriation by Hydro One or its predecessors are the property of Nyon. Section 2.1 of the Master Agreement addresses the relocation of transmission infrastructure on the lands as requested by the Authority. It states:

2.1 The Commission shall permanently relocate and restore those power lines and electricity supply facilities as requested by the Authority in writing from time to time and the entire cost of such relocation and restoration shall be paid for by the Authority in the manner as hereinafter set out.

Accordingly, the Authority paid the entire cost of the new transmission lines and betterments installed post-expropriation and those transmission lines became the property of the Authority. There is no record of a conveyance of those transmission lines to Hydro One or its predecessors by the Authority, Canada Lands or Port Colborne. In short, the Authority paid for the transmission infrastructure installed on the subject lands post-expropriation and owned it. That transmission infrastructure, together with the transmission infrastructure that was on the property prior to expropriation was transferred to Port Colborne and then to Nyon. Section 44 of the *Electricity Act* or any similar provision in a predecessor statute does not apply since the Authority paid for and owned the transmission infrastructure, but was not a "transmitter" under the statute because it was not the operator of the "transmission system". Hydro One was the only "transmitter".

HONI INTERROGATORY – 03

Reference:

HONI-3

Reference 1: Document 12 of Nyon's Evidence, at para. 6 (p. 2) and Schedule "C" (p. 7)

Reference 2: Document 1 of Nyon's Evidence

Preamble:

On December 13, 2005, the Canada Lands Company CLC Limited sold another portion of the subject lands to the Corporation of the City of Port Colborne pursuant to a second Agreement of Purchase and Sale. Sections 4 and 6 of the Agreement of Purchase and Sale dated December 13, 2005, reads:

4. Notwithstanding the provisions of Paragraph 10, the Purchaser agrees to accept title subject to (i) all registered or unregistered agreements with municipalities and publicly or privately regulated utilities; (ii) all registered or unregistered easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the land; (iii) any encroachments as may be revealed by Schedule "A-2" or by an up-to-date survey; and (iv) the Permitted Encumbrances set out in Schedule "C"...

6. The Purchaser and Vendor agree that no fixtures, building or chattels are included in the Purchase Price.

Schedule "C" of lists four Permitted Encumbrances, including the following:

1. Instrument No. 12470 registered January 5, 1931 which is grant of easement from Charles C. Phillips as Lessor in favour of The Hydro-Electric Power Commission of Ontario.

Interrogatory:

- a) Is it Nyon's position that it is a successor in interest to, or otherwise has custody of, the Agreement of Purchase and Sale at the reference above? Please explain why or why not.
- b) Does Nyon agree that section 1 of Schedule "C" of Reference 1, quoted above, expressly provides that the easement interest granted in favour of HONI's predecessor was continued, despite the expropriation of the lands by the St. Lawrence Seaway Authority. If not, on what basis?

- c) Does Nyon agree that the City of Port Colborne did not acquire title to any of the transmission infrastructure located on the subject lands pursuant to this December 2005 Agreement of Purchase and Sale? If Nyon does not agree, please provide full particulars and documentation in support of its position.

Response:

- a) The question is unclear. What does "otherwise have custody of the Agreement of Purchase and Sale" mean?

On December 13, 2005, Canada Lands, as vendor and Port Colborne, as purchaser, entered into a second Agreement of Purchase and Sale for approximately 344.2 acres (the "**Second Port Colborne APS**"). The lands that were the subject of the Second Port Colborne APS are outlined in bold on Plan 59R-12468, which was included as Document 10 of Nyon's evidence and re-attached hereto as **Appendix 3**. The subject lands were not able to pass to Nyon from Port Colborne under the Nyon APS.

With respect to the Second Port Colborne APS, no agreements or licences were included as permitted encumbrances. Accordingly no agreements or licences passed to Nyon under the Nyon APS.

- b) No. Nyon does not agree that the easement listed in Schedule "C" of the Second Port Colborne APS expressly provides that the easement interest granted in favour of Hydro One's predecessor was continued, despite the expropriation of the lands by the Authority.

After the expropriation by the Authority, the easement was extinguished. There was no re-registration of the easement on title post-expropriation. The simple reference to the extinguished easement in the Second Port Colborne APS is not sufficient to re-establish it.

- c) No. Pursuant to the Second Port Colborne APS, Port Colborne did acquire title to all of the transmission infrastructure located on the subject lands.

The same reasons that apply to Nyon's response to **Written Interrogatory HONI – 2 d)** applies here.

HONI INTERROGATORY – 04

Reference:

HONI-4

Reference 1: Document 14 of Nyon's Evidence, at paras. 13 and 14

Preamble:

The referenced document is an Agreement of Purchase and Sale between Nyon Energy Corp. (as purchaser) and the Corporation of the City of Port Colborne (as vendor), dated January 30, 2006. Sections 13 and 14 of the Agreement of Purchase and Sale read:

13. **TITLE AND TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. on the Condition Date ("**Requisition Date**") to examine the title to the Property at its own expense. Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement. If within the time specified above any valid objection to title is made in writing to the Vendor and which the Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and neither the Vendor nor Purchaser, shall be liable for any costs or damages. Save as to any valid objection so made by such time and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.

14. **DOCUMENTS AND DISCHARGE:** Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of the Vendor. The Vendor will deliver any sketch or survey of the Property within the Vendor's control to the Purchaser no later than seven (7) days after the execution of this agreement. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company is not available in registrable form on completion, Purchaser agrees to accept the Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

Interrogatory:

- a) Does Nyon agree that at the time that the City of Port Colborne entered the referenced Agreement of Purchase and Sale, it did not own any of the transmission infrastructure on the subject lands and could not sell any of the transmission infrastructure to Nyon? If Nyon does not agree, please provide full particulars and documentation in support of its position.
- b) Did Nyon conduct a title search prior to the Requisition Date, as set out in section 13 of the Agreement of Purchase and Sale at Reference 1?
- c) When did Nyon do so?
- d) What easements or other permitted encumbrances were listed on title at that time? Did these permitted encumbrances include the instrument and easement referred to in interrogatories **HONI – 2** and **HONI – 3**, respectively?
- e) Did Nyon raise any objections with the Vendor in respect of the title to the Property and any restrictions, charges, liens, and encumbrances thereon? If so, when did Nyon do so and what was its objection? If not, why not?

Response:

- a) No. A complete response to this question is set out at **Written Interrogatory HONI – 2 d)**.
- b) Yes.
- c) The title search was completed prior to the Requisition Date (February 15, 2006). This was nearly 20 years ago. Nyon no longer has a record of the exact date of the title search prior to the Requisition Date.
- d) The only document registered on title as of the date of Nyon's title search prior to the expiry of the Requisition Date was an easement in favour of the Commission granted by Charles C. Phillips to erect and maintain three towers at the south end of Lot 24, Concession 4 (the "**Phillips Easement**"), which is reflected in Instrument No. HU12470. The Phillips Easement was included in Nyon's evidence as Document 1 and re-attached hereto as **Appendix 4**. The Phillips Easement was extinguished upon expropriation of the lands by the Authority. The prior boundary of the Phillips Easement is marked as Part 3 on Lot 24, Concession 4 of Plan 59R-15310.

Hydro One had the opportunity post-expropriation to negotiate with the Authority for a fresh easement to be registered on title or to re-register the Phillips Easement. The

Authority clearly refused Hydro One's requests to that end and purposefully only granted Hydro One personal agreements and licences to operate and maintain transmission infrastructure on the property. The existence of those agreements and licences are clear evidence that the parties understood the Phillips Easement to no longer exist – why would Hydro One require an agreement with the Authority to maintain and operate towers for which the parties understood it to have an easement for? Both Hydro One and the Authority understood that post-expropriation that any right for Hydro One to operate and maintain transmission infrastructure on the subject lands had been extinguished, and accordingly, the Master Agreement, Supplemental Agreement, and Feeder Line Licence were required to provide Hydro One access to the lands, and the ability to operate and maintain the infrastructure.

- e) No. The only encumbrance on title was a small easement, being the Phillips Easement at the south end of Concession 4, which permitted only three towers to be erected, prior to its extinguishment. The Phillips Easement was extinguished upon the expropriation completed by the Authority. As the Phillips Easement was historical and had been extinguished, there was no need to raise any objection.

HONI INTERROGATORY – 05

Reference:

HONI-5

Reference 1: Notice of Constitutional Question, p. 3, para. 8; p. 6, para. 20

Reference 2: Document 21 of Nyon's Evidence

Reference 3: Document 28 of Nyon's Evidence

Preamble:

Nyon states that it is the owner of "hydroelectric infrastructure and transmission lines" on the subject lands.

Interrogatory:

- a) If Nyon is correct in its view that it owns the infrastructure on the subject lands, is it Nyon's intention to operate and maintain the transmission infrastructure or, alternatively, to take it down?
- b) Please provide a detailed financial breakdown of all investments made by Nyon to support ownership of the Existing Transmission Lines including any capital improvements made to the Existing Transmission Lines since 2006.
- c) Please confirm whether Nyon has registered with the IESO their facilities and equipment associated with these capital improvements. If Nyon believe that registration was not required, please clarify why and provide the supporting documentation relied upon to substantiate this position.
- d) Please confirm whether Nyon believes that the part of the Existing Transmission Lines that Nyon purports to own form part of the IESO-controlled grid. If not, please clarify why and supporting documentation relied upon to substantiate this position.
- e) Please confirm whether Nyon believes that it is in compliance with NERC Reliability Standards and the IESO Market Rules. If Nyon believes that NERC Reliability Standards and IESO Market Rules do not apply, please clarify why. Please support Nyon's position by detailing all legislation, regulations or any other relevant documentation relied upon to substantiate this position
- f) Please confirm whether Nyon has participated in the IESO regional planning process in the capacity of a "transmitter." If Nyon believes that participation was not required, please clarify why and supporting documentation relied upon to substantiate this position.

g) Please provide or detail:

- I. All of Nyon's emergency response procedures in place in case of emergency for the Existing Transmission Lines.
- II. Public safety measures put in place by Nyon for the Existing Transmission Lines.
- III. The grounding and protection schemes associated with the Existing Transmission Lines.
- IV. Cybersecurity measures that have been taken by Nyon to support the Existing Transmission Lines.
- V. The maintenance and inspection schedule associated with the Existing Transmission Lines including all reports associated with those inspections, the conclusions thereof, and the investments made to address the results.
- VI. All compliance standards that the Existing Transmission Lines are in compliance with and all documentation available to Nyon to validate this compliance.

h) If Nyon intends to own, operate and maintain the transmission infrastructure, please answer the following questions. In instances where Nyon asserts that is not accountable for an activity outlined below, please provide evidence of who is responsible, and any agreements held by Nyon to define these responsibilities:

- I. Is Nyon licensed to own or operate a transmission system under Part V of the *OEB Act*, as required by section 57(b) of the *OEB Act*?
- II. If Nyon is not presently licensed to own or operate a transmission system pursuant to the provisions of the *OEB Act*, how does Nyon reconcile its failure to hold a license with its position that it owns the transmission infrastructure at issue?
- III. If Nyon believes that s. 57 of the *OEB Act* does not apply, please clarify why with reference to all legislation, regulations or other relevant documentation relied upon to support this position.
- IV. When does Nyon intend to apply for a license under Part V of the *OEB Act*?

- V. On what basis does Nyon assert that a license to own or operate a transmission system ought to be issued to it?
 - VI. Does Nyon have expertise in the transmission of electricity? Please provide full particulars.
 - VII. Does Nyon have the financial capability to operate a transmission system or register with the Independent Electric System Operator as a Registered Participant? Please provide full particulars.
 - VIII. If the answer to questions (I), (VI) or (VII) is negative, the result is that Nyon's ownership and operation of the transmission infrastructure would be unreliable and unstable. Please explain whether, and how, an unreliable electricity supply is in the public interest.
- i) If Nyon intends to take down the transmission infrastructure,
 - I. Under what authority does Nyon intend to do so?
 - II. When does Nyon intend to do so?
 - III. If this conduct will cause a loss of power to an estimated 37,000 customers, including the entire City of Port Colborne, what is Nyon's position with respect to whether such conduct is in the public interest and if so, how?
 - j) If Nyon does not intend to operate and maintain the transmission infrastructure or to take it down, please provide full particulars of Nyon's intended course of action with respect to the transmission infrastructure and detail how such course of action is in the public interest.

Response:

- a) No. It is not Nyon's intention to operate or maintain the transmission infrastructure. At this time, Nyon does not intend to take it down.
- b) Nyon has spent millions of dollars on the development of the lands, for which the transmission infrastructure is affixed to. Since 2015, Nyon has controlled access to the lands by non-Hydro One personnel and has paid significant fees related to financing the lands, as well as taxes. Those fees would have been considerably less if Nyon was not leasing approximately 50 acres² to Hydro One and those were available, developable

² The land occupied and used by Hydro One on Concession 5 (north of Forkes Rd) is 30.4 acres. It is estimated that the land occupied and used by Hydro One on Concession 4 (south of Forkes Rd) is at least 20 acres.

lands. The presence of the transmission infrastructure on the subject lands, and Hydro One's operation and maintenance of that infrastructure, has cost Nyon millions of dollars in opportunity cost, for which Nyon has not received any compensation.

- c) Nyon has made no capital improvements to the transmission infrastructure.
- d) Nyon is unaware whether the transmission infrastructure that was on its lands at the time of expropriation by the Authority composes part of the IESO-controlled grid.
- e) Nyon is not familiar with the NERC Reliability Standards and the IESO Marketing Rules.

It appears Hydro One has a theory that if Nyon is not in compliance with regulations governing the transmission of electricity in Ontario, then it must mean that Nyon does not own the transmission infrastructure. That theory is senseless. It is patently clear that Hydro One is the operator of the transmission infrastructure owned by Nyon that is on Nyon's property and has done so safely and effectively for decades. Hydro One collects the profits generated by Nyon's transmission infrastructure and Hydro One maintains the infrastructure. Hydro One is the "transmitter" of electricity, as defined by the *Electricity Act*. The presence of the transmission infrastructure on Nyon's property has been prejudicial and costly to Nyon, for which Nyon has received no compensation.

- f) No. Nyon has not participated in the IESO regional planning process in the capacity of a "transmitter".
- g) Nyon's answers are as follows:
 - I. Hydro One is responsible for the emergency response procedures for the transmission lines and infrastructure it leases from Nyon.
 - II. Hydro One is responsible for the public safety measures for the transmission lines and infrastructure it leases from Nyon.
 - III. Hydro One is responsible for the grounding and protection schemes for the transmission lines and infrastructure it leases from Nyon.
 - IV. Hydro One is responsible for the cybersecurity measures for the transmission lines and infrastructure it leases from Nyon.
 - V. Hydro One is responsible for the maintenance and inspection schedule associated with the transmission lines and infrastructure it leases from Nyon.

VI. Hydro One is responsible for ensuring adherence to compliance standards for the transmission lines and infrastructure it leases from Nyon.

- h) Nyon owns the transmission infrastructure. Nyon does not intend to operate or maintain it. Hydro One is responsible to operate and maintain the transmission lines and infrastructure it leases from Nyon.

Nyon is willing to sell the transmission infrastructure and lines to Hydro One, so long as Hydro One pays the commercial back-rent owing for its use of the lands and infrastructure, agrees to pay fair market value commercial rent for the lands going forward (should this attempt to expropriate fail), and agrees to complete independent environmental assessments and immediately remediate any contamination of the Nyon lands caused by Hydro One, as well as any adjacent lands.

- i) Nyon does not intend to take down the transmission infrastructure, at this time.
- j) As Hydro One knows, Nyon has brought an action against Hydro One for, among other things: (1) a declaration that it is the owner of the transmission infrastructure and lines that are on Nyon's lands, and will seek an order compelling Hydro One to purchase that transmission infrastructure from Nyon for fair market value; (2) back-rent owing from Hydro One's use of Nyon's lands and transmission infrastructure; (3) an order to pay Nyon rent on a go-forward basis; and (4) an order for Hydro One to complete environmental site assessments and to immediately remediate any contamination to the lands caused by Hydro One.

This problem is a result of Hydro One's negligence. It is Hydro One's responsibility to determine how the problem will be solved in the public interest.

HONI INTERROGATORY – 06

Reference:

HONI-6

Reference 1: Notice of Constitutional Question, at pp 1-2; p. 3, at para. 9; p. 6, at para. 20; and Appendix C

Reference 2: Document 21 of Nyon's Evidence

Reference 3: Document 28 of Nyon's Evidence

Preamble:

Nyon's claim of ownership appears to be based on its assertion that the land and fixtures were expropriated by the federal government in 1965 and 1968, and then transferred by Canada Lands to Port Colborne and from Port Colborne to Nyon. Nyon asserts that "[t]he infrastructure and transmission lines were expropriated by the Seaway pursuant to s. 18 of the SLSA and the federal Expropriation Act." However, section 18 of the *St. Lawrence Seaway Authority Act* refers only to the expropriation of land:

18. (1) With the prior approval of the Governor in Council, the Authority may, without the consent of the owner, **take or acquire lands** for the purposes of this Act and, except as otherwise provided in this section, all the provisions of the *Expropriation Act* are, *mutatis mutandis*, applicable to the taking, acquisition, sale or abandonment of lands by the authority under this section. [Emphasis added.]

Nevertheless, as HONI understands it, Nyon's argument is that the federal legislation authorizing the expropriation of the lands is paramount to section 44 of the *Electricity Act* (and its predecessor legislation), which provides that:

44. Despite any other Act, if property of a transmitter or distributor has been affixed to realty, **the property remains subject to the rights of the transmitter or distributor as fully as it was before being so affixed and does not become part of the realty** unless otherwise agreed by the transmitter or distributor in writing. [Emphasis added.]

Interrogatory:

- a) In view of the text of section 18 of the *St. Lawrence Seaway Authority Act*, what is the basis for Nyon's assertion that the St. Lawrence Seaway Authority expropriated not only the land but also the "infrastructure and transmission lines" thereon?
- b) Does Nyon agree that HONI and its predecessor(s) never agreed in writing that its infrastructure on the subject lands would become part of the realty? If Nyon does not

agree, please provide full particulars and documentation to establish when HONI or its predecessor(s) so agreed.

- c) Please identify the provision(s) of a relevant federal law, e.g., *Expropriation Act* or *St. Lawrence Seaway Authority Act*, which requires that the land be expropriated together with the transmission infrastructure.
- d) Is it Nyon's position that it is impossible to comply with both the federal and provincial laws on which it relies in the referenced document? If so, please provide full particulars of the alleged operational conflict.
- e) Is it Nyon's position that applying the *Electricity Act* and its predecessor(s) frustrates the purpose of the federal law(s)? If so, please detail the purpose of the federal law(s) and provide full particulars as to how that purpose is frustrated by the operation of the provincial law.

Response:

- a) Both Expropriations were completed pursuant to s. 18 of the *SLSAA*. Section 18 of the *SLSAA* states:

18. (1) With the prior approval of the Governor in Council, the Authority may, without the consent of the owner, take or acquire lands for the purposes of this Act, and, except as otherwise provided in this section, all the provisions of the *Expropriation Act* are, *mutatis mutandis*, applicable to the taking, acquisition, sale or abandonment of lands by the Authority under this section.

Subsection 3(4) of the *SLSAA* confirms that all of the land and title expropriated thereunder vested in the federal government. Subsection 3(4) states:

(4) Property acquired by the Authority is the property of Her Majesty and title thereto may be vested in the name of Her Majesty or in the name of the Authority.

The 1952 *Expropriation Act* defines "land" at s. 2 (d) as:

"land" includes all granted or ungranted, wild or cleared, public or private lands, and **all real property, messuages, lands, tenements and hereditaments** of any tenure, and all real rights, easements, servitudes and damages, and all other things done in pursuance of this Act, for which compensation is to be paid by Her Majesty under this Act; **[Emphasis added]**.

Therefore, the transmission infrastructure present on the lands at the time of expropriation by the Authority were taken by the federal government as part of the expropriation.

- b) Nyon is not aware whether Hydro One or its predecessors ever agreed in writing that the transmission infrastructure would not become part of the realty. Hydro One's logic is backwards though. There is a presumption that fixtures are included in real property once they are affixed to it, such as the transmission infrastructure is affixed to the subject lands. In order to rebut that presumption, Hydro One would have to produce an agreement with the Authority at the exact time of expropriation that excluded the transmission infrastructure from the expropriation. Hydro One has not done so.

Additionally, the expropriating authority is not required to obtain the consent of any owner of real or personal property prior to expropriating it. The Authority was not required to seek the consent of Hydro One's predecessor prior to expropriating the transmission infrastructure.

- c) See response to **Written Interrogatory HONI – 6 a)**.
- d) Yes. It is impossible to comply with both the federal and provincial legislation. The federal legislation provided for the complete expropriation of the lands, as defined at s. 2(d) of the *1952 Expropriation Act*. This included the transmission infrastructure. The *Electricity Act*, and apparently its predecessor in force at the time of expropriation (which has not been produced) states at s. 44 that all property of a transmitter or distributor has been affixed to realty, the property remains subject to the rights of the transmitter or distributor as fully as it was prior to it being so affixed and does not become part of the realty. If Hydro One is correct that such predecessor legislation contained that or a similar provision, and if Hydro One's predecessor was a "transmitter" at the time of expropriation, there is an irreconcilable conflict with the expropriation of all land and hereditaments mandated by the *SLSAA*. The federal legislation is paramount.
- e) Yes. It is Nyon's position that applying the *Electricity Act* or its predecessors frustrate the purpose of the *SLSAA* and the *1952 Expropriation Act*.

Section 10 of the *SLSAA* contains its stated purpose. It reads:

- 10.** The Authority is incorporated for the purposes of
(a) acquiring lands for and constructing, maintaining and operating all such works as may be necessary to provide and maintain, either wholly in Canada or in conjunction with works undertaken by an appropriate

authority in the United States, a deep waterway between the Port of Montreal and Lake Erie, and

(b) constructing, maintaining and operating all such works in connection with such a deep waterway as the Governor in Council may deem necessary to fulfil any obligation undertaken or to be undertaken by Canada pursuant to any present or future agreement.

Subsection 2(c) of the *SLSAA* defines "deep waterway" as:

(c) "deep waterway" means adequate provision for navigation requiring a controlling channel depth of twenty-seven feet with a depth of thirty feet over lock sills in general in accordance with paragraph (j) of the preliminary article of the Agreement between Canada and the United States providing for the Development of Navigation and Power in the Great Lakes-St. Lawrence Basin, dated the 19th day of March, 1941;

The purpose of the *SLSAA* was to undertake a national public work in the form of constructing a deep waterway between Lake Erie and the Port of Montreal. In order to do so, the *SLSAA* permitted the Authority to expropriate the lands necessary for the project. The *1952 Expropriation Act* authorized the expropriation of all lands and hereditaments, without exception. In order to construct the deep waterway, the Authority required the legal authority to remove any impediments or fixtures in its way, which is why neither the *1952 Expropriation Act* nor the *SLSAA* contained any exception or limitation of the expropriation to be completed by the Authority. If the predecessor of Hydro One was entitled to maintain ownership of the transmission infrastructure that was affixed to the lands, post-expropriation, by operation of the provincial legislation, it would have irreconcilably conflicted with the purpose of the *SLSAA* and the expropriation carried out thereunder.

Furthermore, the same argument could be analogized to other provincial statutes addressing the ownership of real property. A suggestion that provincial legislation could permit real property owners to maintain title to fixtures after a federal expropriation is not practical. It would require property owners to move their buildings or fixtures, and for the expropriating authority and the property owner to negotiate who was responsible to pay the cost to do so. Also, what would happen if a property owner refused to move their building or fixture, or if it was not economically efficient to do so? There would need to be another piece of legislation that permitted the Authority to take title to the building or fixture in order to remove or demolish it, and then to pay any appropriate compensation to the owner. Essentially, pursuant to this theory, notwithstanding the expropriation, the personal property owner would maintain property rights to lands and fixtures (as well as, in certain cases, personal property rights to minerals, surface, water bodies, water

courses, and air, etc – which, in certain circumstances, are also all granted to specific parties by provincial legislation) and that personal property owner would maintain bargaining power with the expropriating authority, even after expropriation.

What Hydro One is suggesting is that the province, through legislation, can protect certain assets and preclude their expropriation by the federal government. That position is incorrect. It would require an exception in the federal expropriation legislation for that purpose, which does not exist.

Additionally, a theory that current legislation that establishes personal property rights in an owner of buildings or fixtures defeats the expropriation of those rights, is also contrary to the province's own approach to expropriations, as well as centuries of common law regarding expropriation.

HONI INTERROGATORY – 07

Reference:

HONI-7

Reference 1: Document 22 of Nyon's Evidence

Reference 2: Document 23 of Nyon's Evidence

Reference 3: Document 24 of Nyon's Evidence

Reference 4: Document 25 of Nyon's Evidence

Reference 5: Document 26 of Nyon's Evidence

Reference 6: Document 27 of Nyon's Evidence

Preamble:

Nyon's Evidence contains six parcel registers current to July 2022.

Interrogatory:

- a) Please provide a map of all lands that were originally acquired by Nyon from the City of Port Colborne. On the same map please detail the balance of the lands owned by Nyon, today.
- b) Update each referenced document with a current parcel register current to June 23, 2025 or later.

Response:

- a) This Written Interrogatory is not relevant. Adjacent land previously owned by Nyon does not assist the OEB's determination of whether the application for expropriation made by Hydro One should be granted or denied, nor does it assist Hydro One with assessing its current liability or obligations. This is also publicly available information that can be obtained from the Niagara South Land Registry Office.

Regardless, reference plans are attached identifying all land previously owned by Nyon, its subsidiaries, affiliates and trustees as **Appendices 5 and 6**, and the same reference plans are attached identifying all lands currently owned by Nyon, its subsidiaries, affiliates and trustees as **Appendices 7 and 8**.

- b) This Written Interrogatory is not relevant. It is a 'make-work' project meant to force Nyon to incur expense. This is also publicly available information that can be

obtained from the Niagara South Land Registry Office and there have been no material registrations or changes to title since July 14, 2022.

Regardless, parcel registers dated June 27, 2025 are attached as **Appendices 9, 10, 11, 12, 13, and 14.**

HONI INTERROGATORY – 08

Reference:

HONI-8

Reference 1: Document 16 of Nyon's Evidence

Reference 2: Document 21 of Nyon's Evidence

Reference 3: Document 28 of Nyon's Evidence

Preamble:

Nyon asserts that it has an interest in the lands to be expropriated.

Interrogatory:

- a) Please confirm the nature of Nyon's interest in the lands to be expropriated, including by:
- I. Identifying the legal interests Nyon hold in the land;
 - II. Confirming when Nyon acquired such legal interests, i.e., their duration; and
 - III. To the extent that Nyon's legal interests in the land changed over time, the timing and nature of any such change, together with documentation supporting that the change occurred.

Response:

- a) Please see the following:
- I. 117 owns Parts 1, 2, 3, 5, 8, 9, 15, 16, and 17 on Lots 23, 24 and 25, Concession 4, Plan 59R15310, and Parts 2, 3, 4, 12, and 13, on Lot 17, 18, and 19, Concession 5, Plan 59R-15312.

Nyon owns Parts 4, 11, 12 and 13 on Lot 24, Concession 4, Plan 59R15310.
 - II. All of the interests identified in **HONI – 8 a) I.** were acquired on May 1, 2015.
 - III. This Written Interrogatory is not relevant as it does not assist the OEB's determination of whether the application for expropriation made by Hydro One should be granted or denied, nor does it assist Hydro One with assessing its current liability or obligations. Regardless, there has been no change to Nyon's interests in the land.

HONI INTERROGATORY – 09

Reference:

HONI-9

Reference 1: Document 20 of Nyon's Evidence

Reference 2: Document 21 of Nyon's Evidence

Reference 3: Document 28 of Nyon's Evidence

Preamble:

At the referenced documents, Nyon asserts that it acquired an interest in the subject lands and demands that HONI disconnect the transmission infrastructure and remove it from the land.

Interrogatory:

- a) Please provide evidence as to how, without expropriation, customers (whether directly or indirectly connected) will be assured of reliable delivery of electricity.
- b) Please provide evidence as to how, without expropriation, ratepayers will be assured that the cost of property interests will be aligned with fair market value.

Response:

- a) Hydro One operates, maintains and takes profits from the electricity transmitted through transmission infrastructure and lines owned by Nyon. It is the responsibility of Hydro One to determine how its customers will be assured of reliable delivery of electricity.

The onus is on Hydro One to demonstrate that there is a risk to the reliable delivery of electricity without an expropriation.

- b) A common definition of "fair market value" regularly used by appraisers certified by the Appraisal Institute of Canada is:

The highest price, expressed in terms of money, that a property would bring, in an open and unrestricted market, between a willing buyer and a willing seller who are both knowledgeable, informed, and prudent, and who are acting independently of each other.

There are many ways that the parties could determine the property interests to be transferred without expropriation. For example, Hydro One could make an offer or agree to negotiate with the assistance of a mediator that is experienced in property disputes of this nature. That mediator could request both parties to obtain independent appraisals of the real property, including the transmission infrastructure to be sold, and then assist the parties with negotiating a purchase price. This is but one, of many ways a negotiation to

assess fair market value could be achieved, notwithstanding the unique nature of the property and infrastructure at hand.

It is also worth noting that the Ontario Land Tribunal (the “**OLT**”) recently awarded a property owner a significant amount to compensate it for the expropriation, which was over and above what the expropriating authority initially offered.³ It may be in Nyon and Hydro One's respective interests to make a good faith effort at negotiation, prior to allowing the OLT to independently determine compensation.

³ See *1255870 Ontario Limited v Metrolinx*, [2025 CanLII 50810 \(ON LT\)](#).

HONI INTERROGATORY – 10

Reference:

HONI-10

Reference 1: Letter from Nyon to the OEB dated May 28, 2025, at Appendix A, p. 5

Reference 2: Document 28 of Nyon's Evidence

Preamble:

In Nyon's letter to Asahi Kasei Battery Separator Canada Corporation dated April 14, 2025, it demanded that "if [Asahi Kasei] intends to connect to, or alter the Infrastructure, it must bring that proposal directly to Nyon for approval...".

Interrogatory:

- a) Please provide a copy of Nyon's Transmission Connection Procedures, in compliance with sections 6.1.3 and 6.1.4 of the Ontario Energy Board's Transmission System Code.
- b) Please identify, within Nyon's Transmission Connection Procedures, the processes that Nyon presently has in place to connect new transmission customers.
- c) Is it Nyon's position that Asahi Kasei's connection point is on land in which Nyon has a fee simple interest? If so, please provide documentation and full particulars for this position.
- d) Nyon appears to desire to obtain payment from Asahi Kasei and other potential customers who may wish to connect to the transmission infrastructure. Please produce the order of the Ontario Energy Board that authorizes Nyon to charge for the transmission of electricity, as required by section 78 of the *OEB Act*.
- e) Please identify all new transmission connections that have occurred on this line since 2006. Please confirm whether the advanced approval that Nyon has requested from Asahi Kasei were also requested from all new transmission connections since 2006. If not, please explain why this request is being made of Asahi Kasei and how this request aligns with the provision of non-discriminatory access to transmission infrastructure.

Response:

- a) Hydro One operates, maintains, and profits from the transmission infrastructure owned by Nyon. Nyon does not have Transmission Connection Procedures.
- b) Hydro One operates, maintains, and profits from the transmission infrastructure owned by Nyon. Nyon does not have Transmission Connection Procedures.

- c) Nyon is not aware of where Asahi Kasei Battery Separation Canada Corporation's ("**Asahi Kasei**") connection point is to be constructed.
- d) Nyon has not demanded payment from Asahi Kasei. Should Hydro One use Nyon's lands and transmission infrastructure to transmit electricity to Asahi Kasei, Hydro One must pay Nyon for same. Similarly, should Asahi Kasei's connection point be on Nyon's property or to transmission infrastructure owned by Nyon, Asahi Kasei will, naturally, have to seek the permission of Nyon to establish such a connection point.
- e) Hydro One operates, maintains, and profits from the transmission infrastructure owned by Nyon. As stated above, should Asahi Kasei's connection point be on Nyon's property or to transmission infrastructure owned by Nyon, Asahi Kasei will have to seek the permission of Nyon to establish such a connection point. Otherwise, there would be no obligation for Asahi Kasei to seek Nyon's approval.

Profits derived from Hydro One's operation and maintenance of Nyon's transmission infrastructure are factors to determine back rent and go-forward rent owing. Those profits additionally contribute to the fair market value of the land.

HONI INTERROGATORY – 11

Reference:

HONI-11

Reference 1: Document 16 of Nyon's Evidence

Reference 2: Document 21 of Nyon's Evidence

Reference 3: Document 28 of Nyon's Evidence

Preamble:

Nyon asserts that it has an interest in the lands to be expropriated.

Interrogatory:

- a) Please describe the use and importance of the land to be expropriated with supporting details and documentation, including:
 - I. How Nyon currently uses the land;
 - II. Any existing business operations affected by the expropriation;
 - III. Any heritage, cultural or environmental features on the land and the impact of these features on expropriation;
 - IV. How the expropriation would interfere with Nyon's current and planned future use of the land, if at all;
 - V. How Nyon's current and planned future use of the land is consistent with local land use and planning policies;
 - VI. Any wetlands or endangered species on the lands and the impact of these features on expropriation; and
 - VII. Details from any third-party reports or assessments regarding the consequences and impacts of expropriation to the current and future use of the lands.

Response:

- a) Please see the following:
 - I. The land is currently used by Hydro One, exclusively.
 - II. Hydro One conducts business operations on the land, and has expressly excluded any operation of business by Nyon. In 2013, Hydro One demanded

larger setbacks that excluded business operations by Nyon than what it is now proposing to expropriate. The entirety of the subject lands are composed of those setbacks demanded by Hydro One in 2013.

- III. None that Nyon is aware of.
- IV. As stated above, there is no current use of the land, save and except leasing it to Hydro One for its purpose of transmitting electricity. With respect to future uses, Nyon intends to continue to lease the land and transmission infrastructure to Hydro One for fair market value (assuming Nyon's other claims against Hydro One can be resolved).
- V. (i) How the current use of the property is consistent with local land use and planning policies is within the knowledge of Hydro One. (ii) The exact future use is undetermined at this time. The majority of the land is zoned industrial and is compliant with local land use and planning policies. The local land use and planning policy documents are publicly available information.
- VI. Wetlands for R Plans 59R-15312 and 59R-15310 are identified in **Appendices 15 and 16**, respectively. A species-at-risk study was undertaken in 2020 and needs to be updated. Both wetlands and species-at-risk are factors that will be taken into account, on assessing the fair market value of the lands (if relevant).
- VII. Nyon does not have any third-party reports or assessments regarding the consequences and impacts of expropriation.

OEB STAFF INTERROGATORY – 1

Reference:

Staff-2

Letter to Registrar, February 5, 2025

Letter to Registrar, February 13, 2025

Schedule 28

Preamble:

In a letter to the Registrar, Nyon and 117 claim that, “due to the federal expropriations in the 1960s, the transmission infrastructure affixed to the Lands at the time of those federal expropriations transferred to the federal government, and then passed, through the chain of title, to our clients – Nyon and 117.” Further, Nyon and 117 claim that they have taken action to assert their ownership of the transmission infrastructure as early as 2013 and 2015.

Interrogatory:

- a) Please identify whether the 115 kilovolt transmission lines and facilities known as the C2P and A6C transmission lines (Existing Transmission Lines) were specifically identified or referenced as being part of the land in any of the transactions (starting from the initial expropriation by the St. Lawrence Seaway Authority all the way to the final sale to Nyon) leading to Nyon's acquisition of the land, and if so, provide any relevant documentation.
- b) Please confirm that Nyon and 117 have never applied for or been issued a licence as electricity transmitters by the Ontario Energy Board (OEB) under section 57 of the *Ontario Energy Board Act, 1998* (OEB Act).
- c) Please confirm that Nyon and 117 have never applied for or received approval to charge for the transmission of electricity, under section 78 of the OEB Act.
- d) Please confirm that Nyon and 117 have never been persons authorized by the market rules to participate in the IESO-administered markets or to cause or permit electricity to be conveyed into, through or out of the IESO-controlled grid, under the *Electricity Act*.
- e) Have Nyon or 117 ever undertaken maintenance, operation, inspection, or modification of the Existing Transmission Lines? If so, please provide details and documentation of any such activity.
- f) Have Nyon or 117 ever received revenue, rent, or other compensation relating to

the Existing Transmission Lines? If so, please provide documentation of any such compensation.

- g) Have Nyon or 117 ever charged any person for the transmission of electricity?
- h) If Nyon and 117 are successful in their legal proceeding against Hydro One and their claim to own the Existing Transmission Lines is upheld, do Nyon and 117 intend to retain ownership and/or operate the Existing Transmission Lines?

Response:

- a) Nyon was not a party to the earlier transactions with respect to the subject lands and fixtures. Nyon can only rely on the Transfers/Deeds registered in the Land Registry Office. Whether the 115 kilovolt transmission lines and facilities known as the C2P and A6C transmission lines (the “**Existing Transmission Lines**”) were specifically acknowledged in any way as being part of the lands or fixtures is wholly within the knowledge of the parties to those transactions. However, whether the Existing Transmission Lines were expressly referred to in any agreement of purchase and sale is irrelevant. Appurtenances and hereditaments affixed to the land are presumed to be fixtures and transfer with the land. Any exceptions to that presumption must be set out in the Transfer/Deed, otherwise the provisions of the agreement of purchase and sale merge in the deed. This legal principle is a foundation of Canadian and Ontario property law – unless the exception to title is reflected in the deed or otherwise on title, the real property transfers from the vendor to the purchaser, including all fixtures attached thereto.⁴

With respect to the Existing Transmission Lines becoming the property of the Authority, the subject lands that they are affixed to expropriated pursuant to s. 18 of the *SLSAA*. Section 18 of the *SLSAA* states:

18. (1) With the prior approval of the Governor in Council, the Authority may, without the consent of the owner, take or acquire lands for the purposes of this Act, and, except as otherwise provided in this section, all the provisions of the *Expropriation Act* are, *mutatis mutandis*, applicable to the taking, acquisition, sale or abandonment of lands by the Authority under this section.

Subsection 3(4) of the *SLSAA* confirms that all of the land and title expropriated thereunder vested in the federal government. Subsection 3(4) states:

⁴ See *Soboczynski v. Beauchamp*, [2015 ONCA 282](#).

(4) Property acquired by the Authority is the property of Her Majesty and title thereto may be vested in the name of Her Majesty or in the name of the Authority.

The 1952 *Expropriation Act* defines "land" at s. 2 (d) as:

"land" includes all granted or ungranted, wild or cleared, public or private lands, and **all real property, messuages, lands, tenements and hereditaments** of any tenure, and all real rights, easements, servitudes and damages, and all other things done in pursuance of this Act, for which compensation is to be paid by Her Majesty under this Act; **[Emphasis added]**.

Therefore, the Existing Transmission Lines present on the lands at the time of expropriation by the Authority were taken by the federal government as part of the expropriation.

Since the expropriation, there has been no registration on title or reference in the Transfers/Deeds that excludes the fixtures from the real property.

- b) Confirmed.
- c) Confirmed.
- d) Confirmed.
- e) No. The maintenance, operation, inspection or modification of the Existing Transmission Lines is the responsibility of Hydro One, which is consistent with their lease of them from Nyon and operation of them for profit.
- f) No.
- g) No.
- h) No. If Nyon is successful in its legal proceeding against Hydro One and it is determined that Nyon owns the Existing Transmission Lines, Nyon intends to lease or sell them to Hydro One for fair market value.

OEB STAFF INTERROGATORY – 2

Reference:

Staff-2

Schedule 21, pp. 2

Preamble:

Nyon and 117's Notice to Remove, provided to Hydro One on September 22, 2015, states that Hydro One's rights expired on July 7, 1994, on Part 38 of Reference Plan 59R-15312, and that the City of Port Colborne gave notice to Hydro One in June 2013 terminating any potential possessory rights arising from passage of time.

Additionally, Nyon and 117 state that Hydro One's rights expired on February 14, 2006, when the St. Lawrence Seaway Authority ceased to own the property.

Interrogatory:

- a) Please provide further details, if available, regarding when, in Nyon and 117's view, any rights Hydro One had to the subject lands expired on July 7, 1994, or any other date.
- b) Please provide any documentation of the June 2013 notice showing where the City of Port Colborne terminated any potential possessory rights arising from the passage of time for Hydro One.
- c) Prior to issuance of a trespass notice to Hydro One on November 28, 2024, had Nyon and 117 ever issued to Hydro One any other notices of trespass or posted signs to that effect on the property? Have Nyon and 117 ever denied Hydro One access to the lands in question to perform inspection or maintenance work?

Response:

- a) Hydro One has not had any rights to the subject lands since the expropriations were completed in the 1960s.

Hydro One had two licences that it entered into with the Authority that permitted its operation, use and maintenance of the Existing Transmission Lines. The first was the Master Agreement and the Supplemental Agreement; the second was the Feeder Line Licence. Under those licences, the rights to the subject lands were extremely limited. For example, at s. 4.1 of the Master Agreement, the Authority limited the Hydro Electric Power Commission of Ontario's (the "**Commission**") to only restoring and relocating the Existing Transmission Lines. Section 4.1 states:

4.1 The Authority shall grant to the Commission permission to enter upon its lands for the purposes of relocation and restoration of its said power lines and electricity supply facilities.

Complete responses with respect to the dates that Hydro One's permission to access the subject lands to maintain and operate the Existing Transmission Lines was terminated can be found at **Nyon's response to Hydro One's written interrogatories 2 a) and 2 c).**

- b) Port Colborne did not terminate any potential possessory rights arising from the passage of time for Hydro One. The Master Agreement, Supplemental Agreement and Feeder Line Licence remained in effect until 2015 when the subject lands were transferred to Nyon.
- c) No. Prior to the issuance of a Notice of Trespass to Hydro One on November 28, 2024, Nyon had not issued any notices of trespass or posted any signs to that effect on the property.

No. Nyon has never denied Hydro One access to the lands to perform inspection or maintenance work.

Nyon has no intention to deny Hydro One access to the lands for the purposes of maintaining or operating the Existing Transmission Lines, but Nyon will continue to pursue its claims against Hydro One for trespass, back-rent and go-forward rent regarding Hydro One's use of Nyon's lands and infrastructure, and environmental contamination (among other things) in the Superior Court of Justice.

OEB STAFF INTERROGATORY – 3

Reference:

Staff-3

Schedule 12

Schedule 13

Interrogatory:

- a) In Nyon's view, are the Existing Transmission Lines either fixtures or chattels on the subject lands?
- b) Did Nyon inquire into any registered or unregistered utility agreements, or easements, rights, covenants or restrictions in favour of utilities prior to its own acquisition of the property? If so, please provide any documents from that inquiry.
- c) If Nyon contends that it acquired the Existing Transmission Lines free of any Hydro One rights or interests, please discuss how that position is consistent with the City of Port Colborne's acceptance of title subject to utility rights as set out in Paragraph 4?
- d) Please confirm that the easement referred to in Schedule 12 is the document provided in Schedule 1, and that the "Agreement No. 15-73" is the document provided in Schedule 6 of Nyon's evidence.

Response:

- a) The Existing Transmission Lines, including the poles, towers, cables, anchors, etc. are fixtures.
- b) Yes. In or around 2013, Nyon had inquired with Hydro One regarding the legal status and permission of its use, operation and maintenance of the subject lands and Existing Transmission Lines. Correspondence between Nyon, Hydro One, and Hydro One's counsel at the time, Michael Melling, is attached hereto as **Appendix 17**. It was at this time that Hydro One produced to Nyon the Master Agreement, Supplemental Agreement and Feeder Line Licence.
- c) Canada Lands and Port Colborne entered into two Agreements of Purchase and Sale in 2005.

(i) First Port Colborne APS

On May 10, 2005, Canada Lands, as vendor and Port Colborne, as purchaser, entered into an Agreement of Purchase and Sale for 51.5 acres (the "**First Port Colborne APS**"). The lands that were the subject of the First Port Colborne APS are outlined in bold on Plan 59R-12469, which is attached hereto as **Appendix 1**.

With respect to the First Port Colborne APS, it is Nyon's position that the agreements and licences in Schedule "C" of the First Port Colborne APS (being the Master Agreement, the Supplemental Agreement and the Feeder Line Licence) were extinguished upon the transfer of those lands from Port Colborne to Nyon.

Port Colborne accepted those lands from Canada Lands together with the agreements and licences set out at Schedule "C" of the First Port Colborne APS and they continued to exist. However, when those same lands were transferred to Nyon on May 1, 2015, pursuant to the Agreement of Purchase and Sale between Port Colborne, as vendor, and Nyon, as purchaser, dated January 3, 2006 (the "**Nyon APS**") the licences and agreements with Hydro One were extinguished or terminated. Those licences and agreements were not included in the Nyon APS, nor were they otherwise assigned or transferred to Nyon.⁵

Pursuant to s. 9 of the Nyon APS the lands were transferred to Nyon on an "as-is where-is" basis, and at s. 25 of the Nyon APS there is an Entire Agreement provision, stating that there is no representation, warranty or collateral agreement that affects the Nyon APS.

In the alternative, the Master Agreement and the Supplemental Agreement were terminated on notice on September 22, 2015, upon delivery of the Notice to Pay or Quit and correspondence that unequivocally stated Nyon's intentions to terminate the agreements if payment was not received by September 30, 2015. No payment has ever been received by Nyon. Similarly, the Feeder Line Licence was terminated pursuant to Nyon's delivery of the Notice to Remove dated September 22, 2015.

With respect to the Master Agreement and the Supplemental Agreement, in the further alternative, if they are not permitted to be terminated on notice (which is denied), Nyon was permitted to terminate them because Hydro One fundamentally breached both by contaminating the subject lands, without permission of the owner. Courts have repeatedly found that there is an implied term in commercial contracts that a permitted user of land will not contaminate the owner's land without express permission. Hydro One contaminated the subject lands and has refused or neglected to remedy the contamination. The contamination was an intentional act by Hydro One, for only its

⁵ The April 30, 2015 assignment between Port Colborne and Nyon only transferred any rights, title or interest (if any) that existed and belonged to Port Colborne with respect to any occupancy of Hydro One or its predecessors on those lands.

benefit, and has had a significant negative impact on the value of the subject lands. To determine if a fundamental breach has occurred, one weighs the innocent party's benefit in the contract against the breach. Nyon had little benefit in the contract, while the breach had a significant impact on the value of the subject lands. Accordingly, the contamination was a fundamental breach of the Master Agreement and the Supplemental Agreement that entitled Nyon to terminate them on September 22, 2015.

(ii) Second Port Colborne APS

On May 10, 2005, Canada Lands, as vendor, and Port Colborne, as purchaser, entered into a second Agreement of Purchase and Sale for approximately 344.2 acres (the "**Second Port Colborne APS**"). The lands that were the subject of the Second Port Colborne APS are outlined in bold on Plan 59R-12468, which is attached as **Appendix 3**.

With respect to the Second Port Colborne APS, no agreements or licences were included as permitted encumbrances. Accordingly, no agreements or licences passed to Nyon under the Nyon APS.

In the alternative, if any licences or agreements were transferred to Port Colborne by Canada Lands, it is Nyon's position when those same lands were transferred to Nyon on May 1, 2015, pursuant to the Nyon APS, the licences and agreements with Hydro One were extinguished or terminated. Those licences and agreements were not included in the Nyon APS, nor were they otherwise assigned or transferred to Nyon.⁶

Pursuant to s. 9 of the Nyon APS the lands were transferred to Nyon on an "as-is where-is" basis, and at s. 25 of the Nyon APS there is an Entire Agreement provision, stating that there is no representation, warranty or collateral agreement that affects the Nyon APS.

In the alternative, the Master Agreement and the Supplemental Agreement were terminated on notice on September 22, 2015, upon delivery of the Notice to Pay or Quit and correspondence that unequivocally stated Nyon's intentions to terminate the agreements if payment was not received by September 30, 2015. No payment has ever been received by Nyon. Similarly, the Feeder Line Licence was terminated pursuant to Nyon's delivery of the Notice to Remove dated September 22, 2015.

With respect to the Master Agreement and the Supplemental Agreement, in the further alternative, if they are not permitted to be terminated on notice (which is denied), Nyon

⁶ The April 30, 2015 assignment between Port Colborne and Nyon only transferred any rights, title or interest (if any) that existed and belonged to Port Colborne with respect to any occupancy of Hydro One or its predecessors on those lands.

was permitted to terminate them because Hydro One fundamentally breached both by contaminating the subject lands, without permission of the owner. Courts have repeatedly found that there is an implied term in commercial contracts that a permitted user of land will not contaminate the owner's land without express permission. Hydro One contaminated the subject lands and has refused or neglected to remedy the contamination. The contamination was an intentional act by Hydro One, for only its benefit, and has had a significant negative impact on the value of the subject lands. To determine if a fundamental breach has occurred, one weighs the innocent party's benefit in the contract against the breach. Nyon had little benefit in the contract, while the breach had a significant impact on the value of the subject lands. Accordingly, the contamination was a fundamental breach of the Master Agreement and the Supplemental Agreement that entitled Nyon to terminate them on September 22, 2015.

- d) Confirmed. The Phillips Easement, which was extinguished on expropriation by the Authority is the document referred to in Schedule 12, which is the Second Port Colborne APS.

Confirmed. Agreement No. 15-73 is the Master Agreement, which is Schedule 6.

OEB STAFF INTERROGATORY – 4

Reference:

Staff-4

Schedule 6

Preamble:

The Master Agreement between the St. Lawrence Seaway Authority and the Hydro-Electric Power Commission of Ontario specifies that the Authority will pay for all of the Commission's costs for the relocation and restoration of the power lines that the Authority requires the Hydro-Electric Power Commission of Ontario to relocate on the expropriated lands.

Clause 2.3 of the Master agreement assigns any salvage value from any redundant power lines on the expropriated lands to the Hydro-Electric Power Commission of Ontario.

Interrogatory:

- a) To Nyon's knowledge, did the St. Lawrence Seaway Authority ever provide any compensation to the Hydro-Electric Power Commission of Ontario for the value of the power lines that existed on the site prior to the expropriation? In other words, was any compensation provided for the original power lines themselves as opposed to for costs related to relocation and/or restoration?
- b) Does Nyon have a view as to why any salvage value related to any redundant power lines on the expropriated lands is assigned to the Hydro-Electric Commission of Ontario if the Hydro-Electric Commission of Ontario did not own those power lines after the expropriation?

Response:

- a) The Authority permitted Hydro One to use the subject lands and its transmission infrastructure, rent-free for approximately 36 years. During this time, Hydro One profited from its use of the lands and the Authority's transmission infrastructure. Additionally, the Authority paid for new transmission lines and only required Hydro One to contribute to the cost of any betterments or improvements made to them. Accordingly, the Authority provided significant consideration to Hydro One.

To be clear, any new transmission lines constructed post-expropriation and paid for by the Authority remained the property of the Authority. Those lines and that transmission infrastructure were never conveyed to Hydro One. Any newly constructed transmission lines that were paid for and constructed by Hydro One (being the "transmitter" as defined by the *Electricity Act*) after

October 30, 1998, are owned by Hydro One, pursuant to s. 44 of the *Electricity Act*, if lawfully constructed.

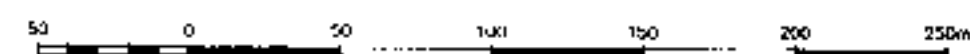
- b) Yes. The salvage value related to any redundant power lines on the expropriated lands was assigned to the Commission because the Commission did not own the lines and had no right to the salvage value. If the Authority and the Commission mutually agreed and/or understood the Commission to have a right to the salvage value, the parties would not have contracted for the Authority to assign that salvage value to the Commission. In other words, the Commission recognized that it did not have a right to the salvage value and negotiated a right to it in the Master Agreement.

APPENDIX 1

PLAN OF SURVEY OF
PART OF LOTS 16, 17, 18 AND 19
CONCESSION 5
PART OF THE ROAD ALLOWANCE BETWEEN LOTS 16 AND 17,
CONCESSION 5
PART OF THE ROAD ALLOWANCE BETWEEN LOTS 18 AND 19,
CONCESSION 5

(FORMERLY GEOGRAPHIC TOWNSHIP OF HUMBERSTONE, COUNTY OF WELLAND)
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1: 2500

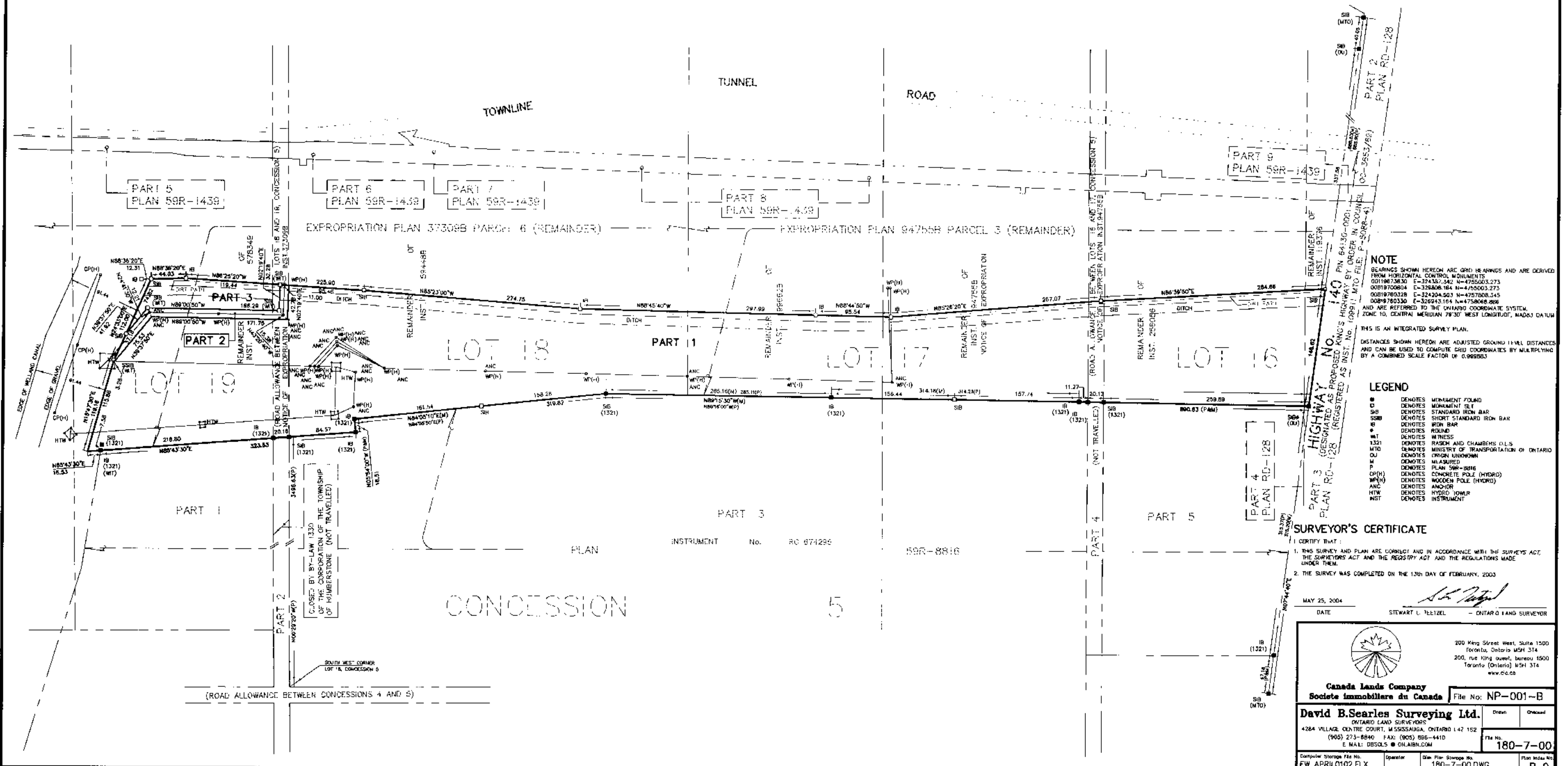


David B. Searles Surveying Ltd.
ONTARIO LAND SURVEYORS

METRIC

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

I require this plan to be deposited under the Registry Act		PLAN 59R-12429	
Received and deposited		Date JUL - 7 2004	
Date MAY 25, 2004		Date JUL - 7 2004	
STEWART L. TETZEL - O.L.S.		ASST. DEPT. OF LAND REGISTRY DIVISION OF NIAGARA SOUTH (No. 88)	
SCHEDULE			
PART	PART OF LOT	CONCESSION	PART OF INSTRUMENT
1	16	5	118376 (REMAINDER)
	17		250058 (REMAINDER)
	18		047558 (REMAINDER)
	19		098828 (REMAINDER)
	ROAD ALLOWANCE BETWEEN LOTS 18 AND 19		584488 (REMAINDER)
2	16	5	578346 (REMAINDER)
	17		047558 (REMAINDER)
	ROAD ALLOWANCE BETWEEN LOTS 18 AND 19		373098 (REMAINDER)
3	16	5	584488 (REMAINDER)
	17		578346 (REMAINDER)
	ROAD ALLOWANCE BETWEEN LOTS 18 AND 19		373098 (REMAINDER)



NOTE
BEARINGS SHOWN HEREON ARE GRID BEARINGS AND ARE DERIVED FROM HORIZONTAL CONTROL MONUMENTS
0011973630 E=294307.342 N=4755003.273
00119700804 E=328806.184 N=4755003.273
00119700328 E=328204.503 N=4755008.345
00119700330 E=328243.164 N=4755008.886
AND ARE REFERRED TO THE CHARTERED COORDINATE SYSTEM, ZONE 18, CENTRAL MERIDIAN 79°30' WEST LONGITUDE, NAD83 DATUM
THIS IS AN INTEGRATED SURVEY PLAN.
DISTANCES SHOWN HEREON ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE USED TO COMPUTE GRID COORDINATES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999993.

- LEGEND
- DENOTES MONUMENT FOUND
 - DENOTES MONUMENT SET
 - DENOTES STANDARD IRON BAR
 - ▣ DENOTES SHORT STANDARD IRON BAR
 - DENOTES IRON BAR
 - DENOTES ROUND
 - WT DENOTES WITNESS
 - 1321 DENOTES WASH AND CHAMBERS O.L.S.
 - MTO DENOTES MINISTRY OF TRANSPORTATION OF ONTARIO
 - OU DENOTES ORIGIN UNKNOWN
 - M DENOTES MEASURED
 - P DENOTES PLAN 59R-8816
 - CP(H) DENOTES CONCRETE POLE (HYDRO)
 - WP(H) DENOTES WOODEN POLE (HYDRO)
 - ANC DENOTES ANCHOR
 - HTW DENOTES HYDRO TOWER
 - INT DENOTES INSTRUMENT

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 13th DAY OF FEBRUARY, 2003.
DATE MAY 25, 2004
STEWART L. TETZEL - ONTARIO LAND SURVEYOR

Canada Lands Company Société immobilière du Canada		File No: NP-001-B	
David B. Searles Surveying Ltd. ONTARIO LAND SURVEYORS 4284 VILLAGE CENTRE COURT, W. MISSISSAUGA, ONTARIO L4T 1S2 (905) 273-8840 FAX (905) 856-4410 E MAIL: DBS@DLB.COM ONL@DLB.COM		Drawn Onboard	
Computer Storage File No. FW APRIL0102.FLX	Operator 180-7-00.DWG	Plan Index No. B 9	File No. 180-7-00

APPENDIX 2

RECEIVED

DATE: April 28, 1971
TO: Mr. J. A. [unclear]
FROM: Mr. J. A. [unclear]
SUBJECT: Property Violation (832101)
St. Lawrence Seaway Authority
Licenses 66-1048
Rights to locate a Wood Pole
Line on Park Lot 17, Cor. S.
Former Prop. of [unclear]

In connection with the above, attached
find enclosed copy of License between the St. Lawrence
Seaway Authority and [unclear] commencing March 1,
1971, at an annual rental of \$75.00.

[Signature]
R. K. [unclear]
Executive Officer
Wichita Region

Handwritten:
[unclear] to [unclear]
[unclear] [unclear]

THIS CERTIFICATE IS MADE BY THE BOARD

7 13 55 2

1977

1977

THIS CERTIFICATE IS MADE BY THE BOARD

25

1

ONTARIO HYDRO

DATE OF AUTHORIZING ORDER IN COUNCIL: January 31, 1966, P.C. 1966-195, as
DATE DE L'ARRÊTÉ MINISTÉRIEL: amended by P.C. 1972-983, May 9, 1972

DATE OF ORDER

DATE D'ORDRE: April 4, 1977

LOCATION:

LIEU: Welland Canal

LANDS OR RIGHTS DEMISED:

TERRAINS OU DROITS CÉDÉS: Erect, maintain, operate and/or renew a 115 k.v. electrical transmission line 4,715 feet in length, on, over and/or across Welland Canal reserve land in Lots no. 17 and 18, Concession no. 5 for the former Township of Humberstone, in the County of Welland, now in the Cities of Welland and Port Colborne, in the Regional Municipality of Niagara and Province of Ontario.

BEGINNING OF TERM:

COMMENCEMENT DU TERME: March 1, 1977

END OF TERM:

FIN DU TERME: During Pleasure

RENTAL:

LOYER: \$75.00 per annum

FILE

DOSSIER: 37-66-1023

21153

339554

"The License" made the 10th day of April

one thousand nine hundred and seventy-seven

BEFORE

THE ST. LAWRENCE SEAWAY AUTHORITY, a body corporate established pursuant to the St. Lawrence Seaway Authority Act, R.S.C. 1957, Chapter 242 and amendments thereto and herein acting and exercising its powers as an Agent of Her Majesty in right of Canada, hereinafter called the "LICENSOR"

and

CHARLES F. BROWN, in the City of Toronto, in the Province of Ontario,

hereinafter called the "LICENSEE"

Whereas

WHEREAS THAT PERMISSION IS HEREBY GIVEN by the Licensor to the Licensee to erect, maintain, operate and/or renew a 115 k.v. electrical transmission line (hereinafter referred to as "the said line") 4,725 feet in length, more or less, on, over and/or across Welland Canal reserve land in Lots No. 17 and 18, Concession No. 5 for the former Township of Emburyton, in the County of Welland, now in the Cities of Welland and Port Colborne, in the Regional Municipality of Niagara, all in the Province of Ontario, the location of the said line being indicated coloured in red on Plan No. W.C. 77-1 having annexed

UPON THE FOLLOWING TERMS AND CONDITIONS which the Licensee hereby accepts and

1. For the permission hereby given, the Licensee shall pay the Licensor annually, in advance, the sum of ~~SEVENTY-FIVE DOLLARS (\$75.00)~~

2. The Licensee shall pay or cause to be paid all rates, taxes, and assessments, of whatsoever description, that may be at any time during the existence of these Presents be lawfully imposed, or become due and payable, upon, or in respect of the rights and privileges herein granted.

3. The Licensee shall in all respects abide by and comply with all lawful rules, regulations and by-laws of the Provincial Government, municipalities and governing bodies, in any manner affecting the activity hereby permitted, and the Licensee shall not hold the Licensor responsible should the purpose of this License for any reason whatsoever not be fulfilled.

4. No transfer and/or assignment of this License or of any rights hereunder shall be made by the Licensee without the written consent thereto of the Licensor.

5. All work connected with the activity hereby permitted shall be carried out personally and in accordance with the express directions of the Licensor's Regional Director, and it shall be done in all respects to his entire satisfaction and at the sole cost and expense of the Licensee.

6. The Licensee shall not construct or erect any additional structures, improvements or works than those already permitted herein without the approval of the Licensor's Regional Director. All such additional structures or improvements shall be constructed and maintained by and at the cost and expense of the Licensee to the entire satisfaction of the Licensor's Regional Director.

7. (a) All buildings, structures, materials, supplies, effects and things whatsoever situated as "property of the Licensee", at anytime constructed, erected, moved, placed or made upon the lands and premises of the Licensor for the purpose of the activity hereby given shall be entirely at the risk of the Licensee in respect of loss, damage, destruction or accident from whatever cause arising.

(b) Any damage which may, during the existence of this License be occasioned to the property of the Licensor or any part thereof, or works connected therewith, by reason or on account of the permission hereby given, shall immediately be reported to the Licensor or its duly authorized agent, given either verbally or in writing, be repaired, rebuilt, replaced or restored by the Licensee to the entire satisfaction of the Licensor, or the Licensor may, at its option, repair such damage, in which case the Licensee shall be required to pay and reimburse the Licensor for all costs and expenses connected therewith or incurred therefor.

8. The Licensee shall indemnify and save harmless the Licensor from and against all claims, demands, loss, costs and expenses, in any manner based upon, arising out of or connected with the existence of this License or anything done or maintained hereunder.

9. The permission hereby given shall be exercised and work connected therewith shall be performed so as not to cause interference with the rights or privileges of any Lessee or Licensee under a Lease or another License from the Licensor.

10. (a) This License may be cancelled forthwith at any time by the Licensor by notice in writing signed by the Licensor's Regional Director and mailed addressed to the Licensee at his address mentioned in this License or to his last known place of business or residence.

(b) This License may also be cancelled at any time by the Licensee by notice in writing mailed in a prepaid registered envelope addressed to the Licensor's Regional Director at

11. Upon cancellation of this License, the Licensee shall remove under the direction of the
Licensor's Regional Director, at his own cost and expense from the land and
premises of the property, leaving said land and premises in a neat and clean con-
dition to the total satisfaction of the Regional Director. In case of default of the Licensee to
remove his property, said property shall be removed and the site restored by the Licensor at the
expense of the Licensee or, at the option of the Licensor, said property shall become the prop-
erty of and shall vest in the Licensor without any right of compensation to the Licensee therefor
in either case.

12. The Licensor shall have a lien upon the property of the Licensee for any loss or damage
suffered by reason of the breach of any of the conditions or provisions herein, or of any of the
conditions or provisions of any Appendix hereto.

P 330

DATED at St. Paul, Minnesota, this 10th day of August, 1942.

WITNESSED by the
Licensor in the presence of

Witness

SIGNED, SEEN AND
FORWARDED by the
Licensor in the presence of

Regional Director

Assistant Secretary

TO BE SIGNED BY THE LICENSEE

[Signature]
Licensee

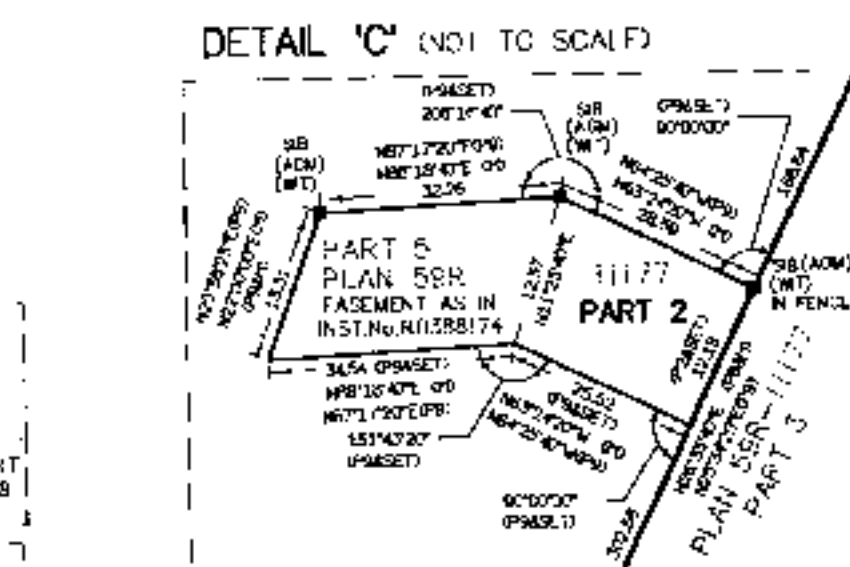
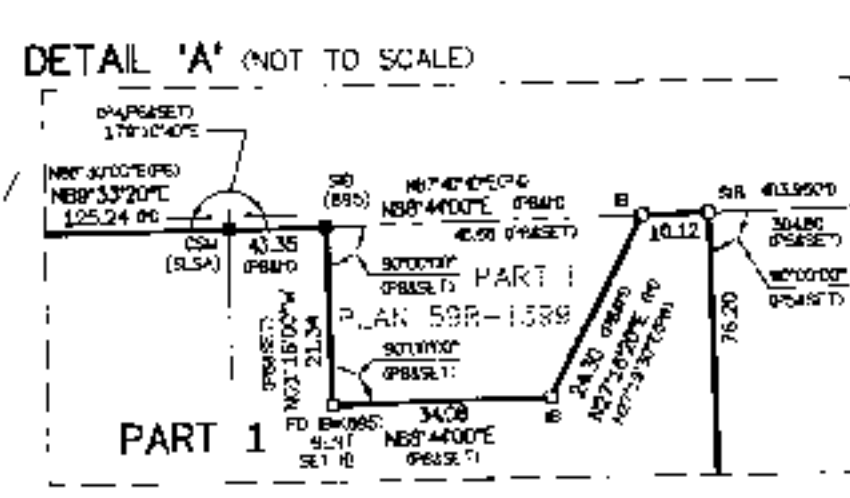
APPENDIX 3

PART 2 SUBJECT TO EASEMENT AS IN R0368174

SCALE 1: 3000

METRIC

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048




LEGEND

D	1 DONOTES	MONUMENT PLAZARD
D	2 DONOTES	MONUMENT SP 1
D	3 DONOTES	STANDARD ROUN ROAD
SD	4 DONOTES	SHORT STANDARD IRON BAR
D	5 DONOTES	IRON BAR
OZ	6 DONOTES	CUT CROSS
CSH	7 DONOTES	CUT STONE MONUMENT
D	8 DONOTES	GRASS
D	9 DONOTES	GRASS WALKWAY
ADM	10 DONOTES	ARTHEARD, GRAY AND HACKETT LIMITED
BRG	11 DONOTES	J.E. LAWRENCE CO. L.S.
BSF	12 DONOTES	J.G. CLARK LIMITED O.L.S.
CAF	13 DONOTES	CANADIAN NATIONAL RAILWAYS
CMF	14 DONOTES	CONCRETE POLE/HORNS
WFO	15 DONOTES	WOOD POLE/HORNS
WHD	16 DONOTES	WOOD TOWER
D	17 DONOTES	OVERHEAD WIRE
D	18 DONOTES	MEASURED
D	19 DONOTES	NET. NO. 325559
D	20 DONOTES	PLAN 1740-1300, ATTACHED TO NET. 21517400
D	21 DONOTES	PLAN 1740-1300, ATTACHED TO NET. 28989222
P2	22 DONOTES	PLAN 1740-1300, ATTACHED TO NET. 6891561
D	23 DONOTES	PLAN 1740-1300, ATTACHED TO NET. 689475
P4	24 DONOTES	PLAN 1740-1300, ATTACHED TO NET. 120744
D	25 DONOTES	PLAN 1740-1300, ATTACHED TO NET. 133543
P6	26 DONOTES	PLAN 1740-1300, ATTACHED TO NET. 580200
P7	27 DONOTES	PLAN 56R-1389
P8	28 DONOTES	PLAN 56R-13177
P10	29 DONOTES	PLAN 56R-1386
PROP.	30 DONOTES	PROPORTIONED

1. I CERTIFY THAT :

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE 11th DAY OF MAY, 2004

		200 King Street West, Suite 1907		
		Toronto, Ontario M5H 3T4		
		Tel: 416 593 4281, bureau 1500		
		Toronto Ontario M5H 3T4		
		www.dbco		
Canada Lends Company Société Immobilière du Canada				File No: NP-011-B
David B. Searles Surveying Ltd. ONTARIO LAND SURVEYORS 4284 VILLAGE CENTRE COURT, SILVER STAR 6903 273 RD. #1000 MISSISSAUGA, ONTARIO L4T 1S2 E MAIL: 180.95.0.5 @ CANADONET.CA				Drawn _____ Checked _____ File No. 180-9-00
Computer/ Storage File No.	Printer	Base Print Storage No.	Plotter Paper No.	
		180-9-00.DWG	B 9	

APPENDIX 4

1



HYDRO-ELECTRIC POWER COMMISSION

OF ONTARIO

Plan showing location of H.E.P.

Covers on p. 24 contain
Cup of Humbersone

Co. of Welland

Property of C. E. Phillips

400

517

30-9-2017

N 45° 43'

This Indenture, made in duplicate this

16th day of December 1929

Between

CHARLES G. PHILLIPS

of the City of Cleveland in the State of Ohio, U.S.A.

hereinafter called the Grantor, of the First Part;

—and—

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO,

hereinafter called the Grantee, of the Second Part.

Witnesseth:

The Grantor is the owner in fee simple and in possession free from encumbrances and easements of the lands hereinafter described.

Pursuant to the Power Commission Act and amendments thereto, the Grantee has made a survey and is about to erect a line to transmit electric power over the said lands.

In consideration of the premises and of the sum of ONE HUNDRED AND EIGHTY

..... Dollars of lawful money of Canada, now paid by the Grantee to the Grantor; (the receipt whereof is hereby acknowledged) the Grantor doth grant and convey to the Grantee, its successors and assigns, the right and easement to erect and maintain

three towers and telephone-poles with all necessary anchors, guys and braces and to string wires thereon and to operate the same from the date of this Indenture, upon the lands and premises known and described as:

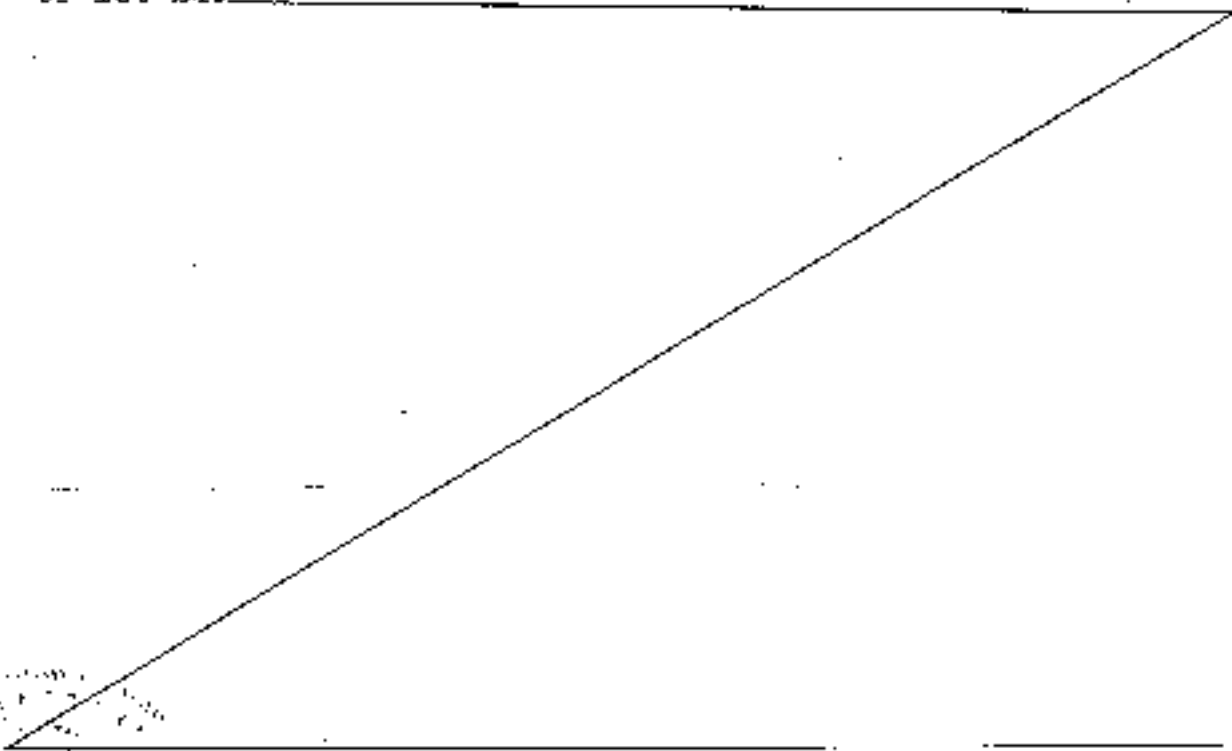
All and Singular that certain parcel or tract of land and premises situate, lying and being in the township of Humberstone, in the county of Welland and the Province of Ontario, and being composed of a right-of-way 100 feet in perpendicular width across part of lot 24 in concession 4 of the said township, the centre line of the said right-of-way together with three steel towers located thereon being shown coloured red on the plan hereto attached and described as follows:-

COMMENCING at the intersection of the said centre line with the northerly limit of the road allowance between concessions 3 and 4 of the said township, the said intersection being

*R. J. W.
Oct 24
Sum 4
Red on plan*

3

distant 1543.5 feet measured westerly along the said limit from the south easterly angle of lot 23, thence along the said centre line North 7 degrees 00 minutes east (Magnetic) 475 feet more or less to the centre of a steel tower, thence continuing on the same bearing 1,000 feet to the centre of a steel tower, thence continuing on the same bearing 1,000 feet to the centre of a steel tower, thence continuing on the same bearing 863.5 feet more or less to the northerly limit of lands of grantor at a point 1150 feet more or less distant measured easterly along the said northerly limit from the westerly limit of lot 24.



And to permit the servants, agents and workmen of the Commission at all times to erect such fences, gates, bridges and other erections upon the said lands as the Grantee may consider necessary, and to pass and repass along said lines at all times, and to examine, repair and renew the said lines or other erections:

And to keep the said land clear of all buildings, and of all trees exceeding Twelve feet in height and to remove and trim such trees as the Grantee may consider necessary for the proper and efficient construction, equipment and operation of the said lines and other erections.

The burden and benefit of this Indenture is to run with the said lands and shall extend to, be binding upon and enure to the benefit of the Grantor, his executors and assigns and to the Grantee, its successors and assigns.

Signed, Sealed and Delivered
IN THE PRESENCE OF

William F. Kees

Charles B. Phillips

B-256

R. S. New
280

1347
NW 12470
Dated 16th December 1929

HUMBERSTONE
CHARLES C. PHILLIPS

-TO-

THE HYDRO-ELECTRIC POWER
COMMISSION OF ONTARIO,
190 UNIVERSITY AVENUE,
TORONTO, ONTARIO.

Grant of Easement

RIGHT-OF-WAY FOR TRANSMISSION LINES

County Welland

Township Humberstone

Certifying that the within instrument is
of full legal effect and is intended to be
a conveyance for the Registry Division
County of Welland, in Book 4 - for the
TOWNSHIP OF HUMBERSTONE

at 12 o'clock, P.M. of the 5th day of

Jan 1931 Humberstone / 2470

C. C. Phillips, Notary Public

CAB*300107D.

1347
U.S.A. Dec 28 11
County of Humberstone, State of Ohio
I, Charles C. Phillips, Notary Public
do hereby certify that the within instrument is
of full legal effect and is intended to be
a conveyance for the Registry Division
County of Welland, in Book 4 - for the
TOWNSHIP OF HUMBERSTONE
at 12 o'clock, P.M. of the 5th day of
Jan 1931 Humberstone / 2470
C. C. Phillips, Notary Public

William F. Allen

4. That I am a subscribing witness to the said instrument and Duplicate.

3. That I know the said party for more than one year

2. That the said instrument and Duplicate were executed by the said party
at the City of Cleveland, State of Ohio, U.S.A.

of the parties thereto.

1. That I was personally present and did see the within instrument and Duplicate
thereof duly signed, sealed and executed by Charles C. Phillips, one
attorney at law, and did see the within instrument and Duplicate
make oath and say:

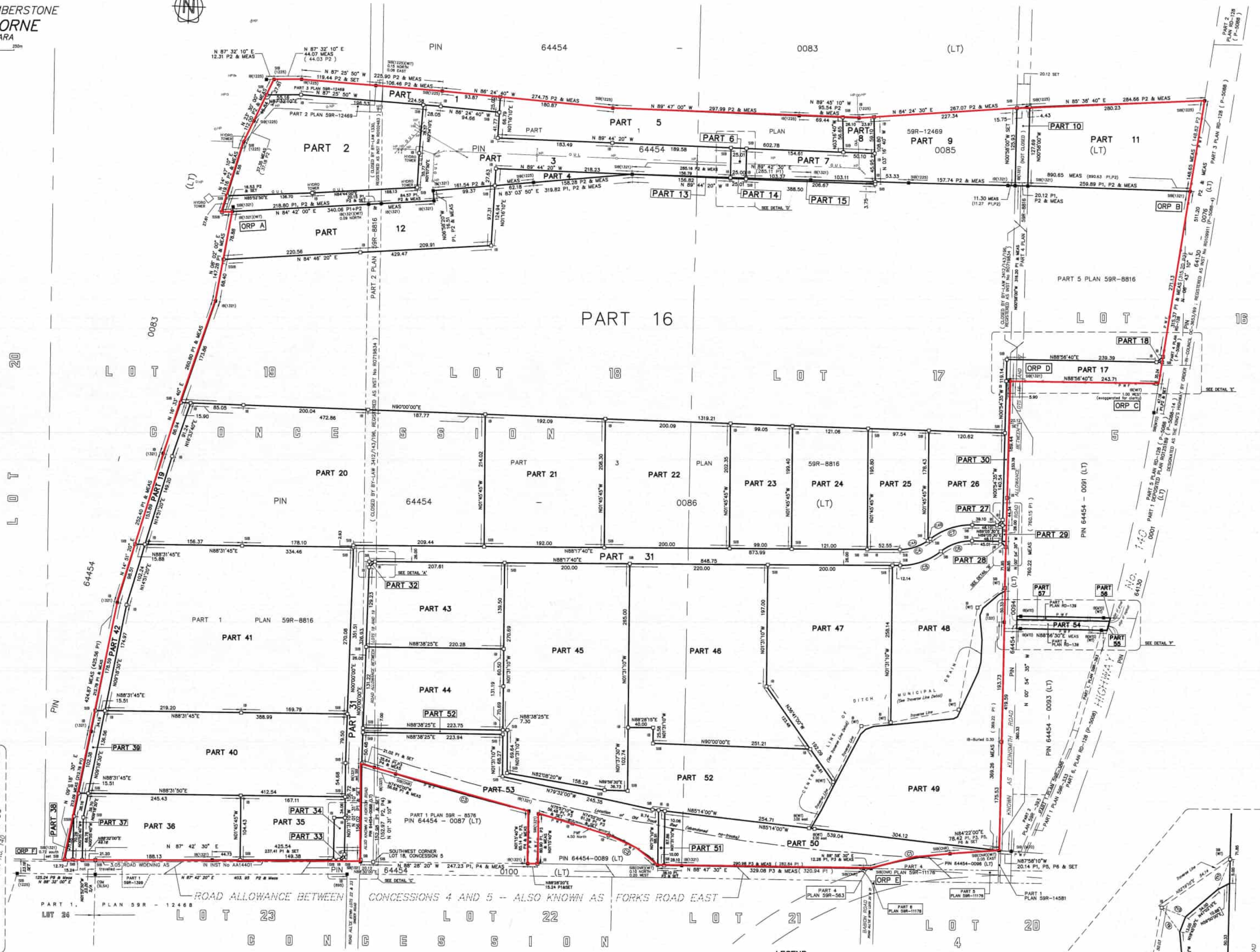
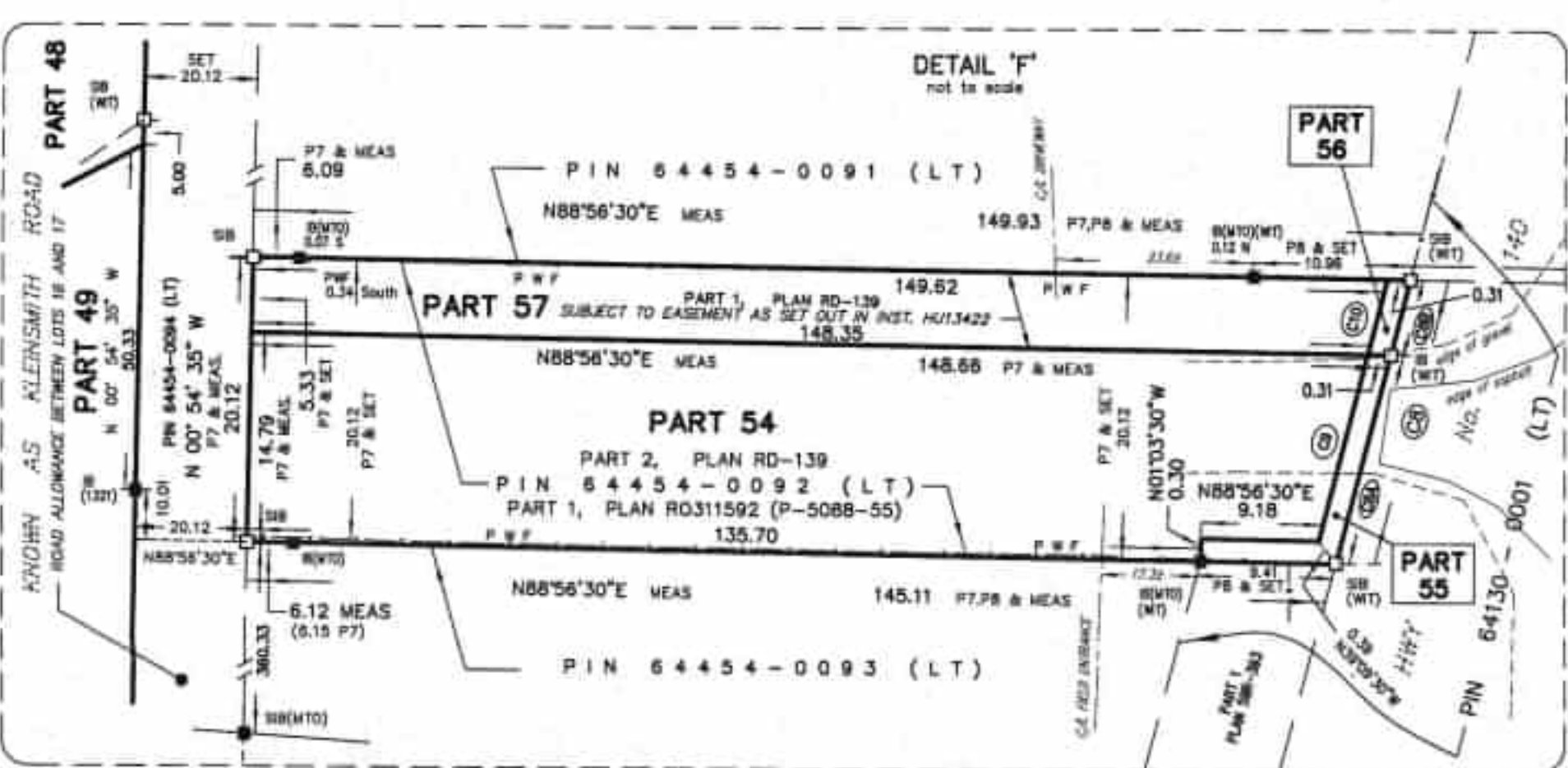
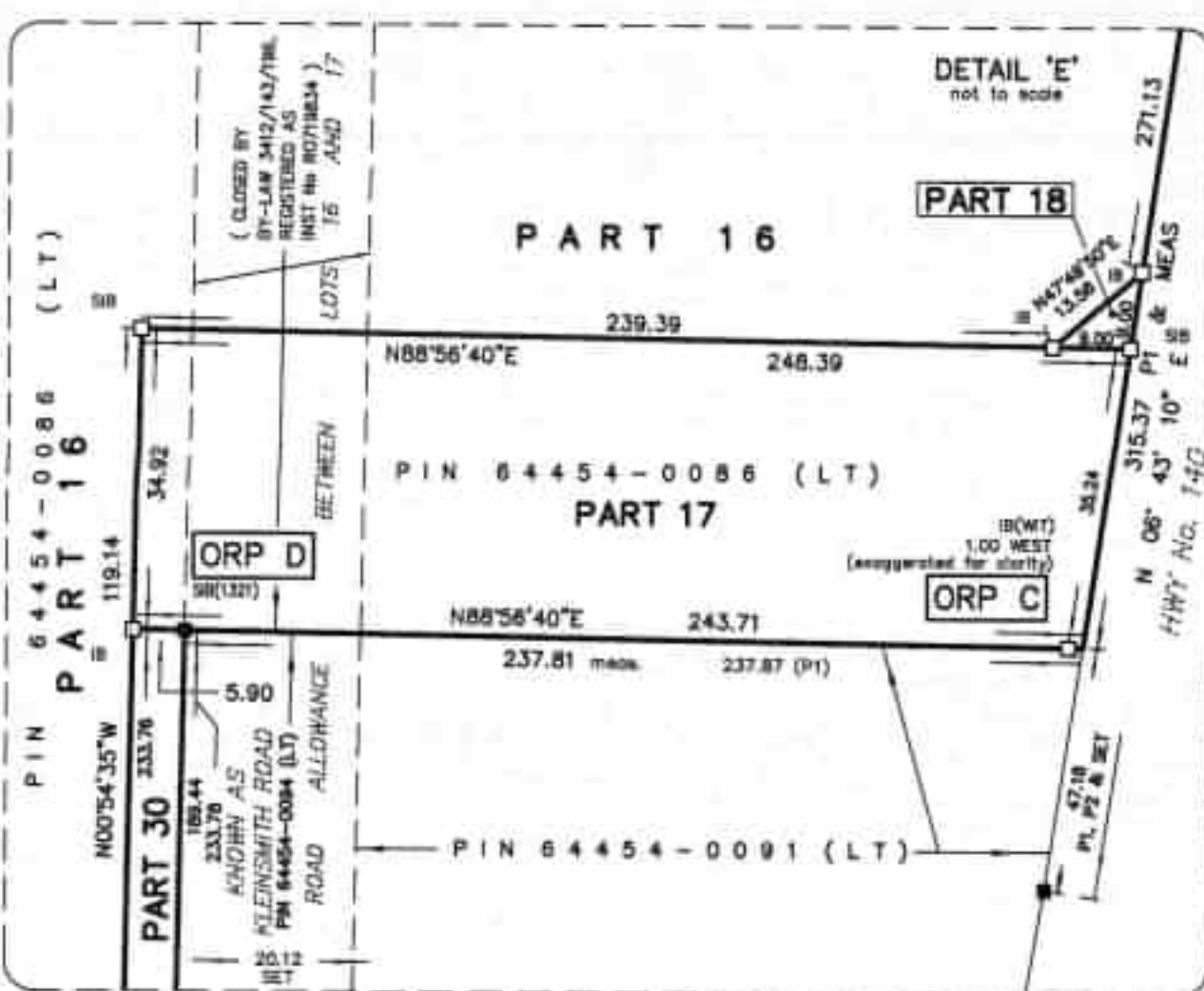
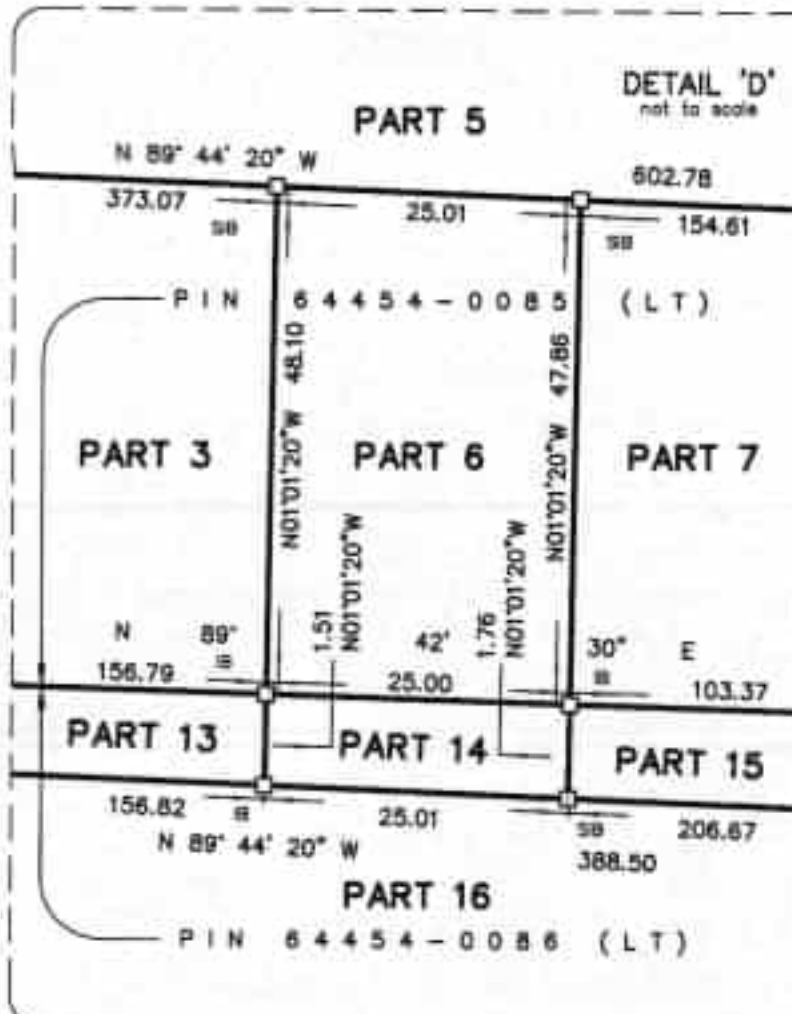
County of Humberstone, State of Ohio, U.S.A.
of the City of Cleveland, State of Ohio, U.S.A.
in the County of Humberstone, State of Ohio, U.S.A.
I, William F. Allen, do hereby certify that the within instrument is
of full legal effect and is intended to be a conveyance for the Registry Division
County of Welland, in Book 4 - for the TOWNSHIP OF HUMBERSTONE
at 12 o'clock, P.M. of the 5th day of Jan 1931 Humberstone / 2470
C. C. Phillips, Notary Public

APPENDIX 5

PLAN OF SURVEY OF
PART OF LOTS 16, 17, 18 AND 19
PART OF THE ROAD ALLOWANCE BETWEEN LOTS 16 AND 17
(PORTION CLOSED BY BY-LAW 3412/143/196, REGISTERED AS INST No R0719834)
PART OF THE ROAD ALLOWANCE BETWEEN LOTS 18 AND 19
(PORTION CLOSED BY BY-LAW 3412/143/196, REGISTERED AS INST No R0719834 and
PORTION CLOSED BY BY-LAW 1330, REGISTERED AS INST No R0102483)

CONCESSION 5
GEOGRAPHIC TOWNSHIP OF HUMBERSTONE
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1:2500
RASH & HYDE LTD.
ONTARIO LAND SURVEYORS



CHORD	BEARING	AREA
1	N 87° 32' 10" E	44.03 MEAS
2	N 87° 25' 50" W	110.44 P2 & MEAS
3	N 87° 25' 50" W	110.44 P2 & MEAS
4	N 87° 25' 50" W	110.44 P2 & MEAS
5	N 87° 25' 50" W	110.44 P2 & MEAS
6	N 87° 25' 50" W	110.44 P2 & MEAS
7	N 87° 25' 50" W	110.44 P2 & MEAS
8	N 87° 25' 50" W	110.44 P2 & MEAS
9	N 87° 25' 50" W	110.44 P2 & MEAS
10	N 87° 25' 50" W	110.44 P2 & MEAS
11	N 87° 25' 50" W	110.44 P2 & MEAS
12	N 87° 25' 50" W	110.44 P2 & MEAS
13	N 87° 25' 50" W	110.44 P2 & MEAS
14	N 87° 25' 50" W	110.44 P2 & MEAS
15	N 87° 25' 50" W	110.44 P2 & MEAS
16	N 87° 25' 50" W	110.44 P2 & MEAS
17	N 87° 25' 50" W	110.44 P2 & MEAS
18	N 87° 25' 50" W	110.44 P2 & MEAS
19	N 87° 25' 50" W	110.44 P2 & MEAS
20	N 87° 25' 50" W	110.44 P2 & MEAS
21	N 87° 25' 50" W	110.44 P2 & MEAS
22	N 87° 25' 50" W	110.44 P2 & MEAS
23	N 87° 25' 50" W	110.44 P2 & MEAS
24	N 87° 25' 50" W	110.44 P2 & MEAS
25	N 87° 25' 50" W	110.44 P2 & MEAS
26	N 87° 25' 50" W	110.44 P2 & MEAS
27	N 87° 25' 50" W	110.44 P2 & MEAS
28	N 87° 25' 50" W	110.44 P2 & MEAS
29	N 87° 25' 50" W	110.44 P2 & MEAS
30	N 87° 25' 50" W	110.44 P2 & MEAS
31	N 87° 25' 50" W	110.44 P2 & MEAS
32	N 87° 25' 50" W	110.44 P2 & MEAS
33	N 87° 25' 50" W	110.44 P2 & MEAS
34	N 87° 25' 50" W	110.44 P2 & MEAS
35	N 87° 25' 50" W	110.44 P2 & MEAS
36	N 87° 25' 50" W	110.44 P2 & MEAS
37	N 87° 25' 50" W	110.44 P2 & MEAS
38	N 87° 25' 50" W	110.44 P2 & MEAS
39	N 87° 25' 50" W	110.44 P2 & MEAS
40	N 87° 25' 50" W	110.44 P2 & MEAS
41	N 87° 25' 50" W	110.44 P2 & MEAS
42	N 87° 25' 50" W	110.44 P2 & MEAS
43	N 87° 25' 50" W	110.44 P2 & MEAS
44	N 87° 25' 50" W	110.44 P2 & MEAS
45	N 87° 25' 50" W	110.44 P2 & MEAS
46	N 87° 25' 50" W	110.44 P2 & MEAS
47	N 87° 25' 50" W	110.44 P2 & MEAS
48	N 87° 25' 50" W	110.44 P2 & MEAS
49	N 87° 25' 50" W	110.44 P2 & MEAS
50	N 87° 25' 50" W	110.44 P2 & MEAS
51	N 87° 25' 50" W	110.44 P2 & MEAS
52	N 87° 25' 50" W	110.44 P2 & MEAS
53	N 87° 25' 50" W	110.44 P2 & MEAS
54	N 87° 25' 50" W	110.44 P2 & MEAS
55	N 87° 25' 50" W	110.44 P2 & MEAS

POINT ID	NORTHING	EASTING
ORP A - (B)(1321)	4757538.673	644621.043
ORP B - (B)(1321)	4757628.113	646148.093
ORP C - (B)(1321)(WT)	4757714.908	646111.192
ORP D - (B)(1321)	4757710.539	645874.468
ORP E - (B)(1321)	4756514.464	645683.020
ORP F - set SIG	4756479.785	644392.733

CAUTION
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH
CORNERS OF BOUNDARIES SHOWN ON THIS PLAN.
DISTANCES ARE ADJUSTED GROUND DISTANCES AND CAN BE
CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE
AVERAGE COMBINED SCALE FACTOR (CSF = 0.9998363)

BEARING NOTE
BEARINGS HEREON ARE GRID, UTM ZONE 17, (NAD 83-CRS)
(EPSG: 31470) DERIVED FROM OBSERVED REFERENCE POINTS
(ORP) USING THE CAN-NET NRS NETWORK AND ARE REFERRED TO THE
CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE)

ROTATION NOTE
TO COMPARE THE BEARINGS SHOWN ON THIS PLAN WITH THE BEARINGS
SHOWN ON P1, P2, P3, P4, P5, P6 AND P7 APPLY A COUNTER-CLOCKWISE
ROTATION OF 01° 01' 30" TO THE BEARINGS ON P1, P2, P3, P4, P5, P6, P7,
P8 AND P9 WHEN THE ROTATION IS APPLIED UNLESS NOTED OTHERWISE.

NOTES
AREAS NOTED IN SCHEDULE ARE ±
ALL DISTANCES ARE ROUNDED TO NEAREST 0.01 meter
CURVES ARE NON-TANGENTIAL

METRIC NOTE
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN
METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

PLAN 59R-15312
RECEIVED AND DEPOSITED
March 19/15
R. Lane
REPRESENTATIVE FOR LAND
REGISTRATION FOR THE LAND TITLES
DIVISION OF NIAGARA SOUTH (PIN 59)

DATE
MARCH 18, 2015
HAROLD D. HYDE
ONTARIO LAND SURVEYOR

PART	LOCATION	CON	AREA (±)	PIN NO
1	Part of Lot 16, Part of Lot 17 Part of the Road Allowance Between Lots 16 and 17 (closed by By-law 1330, Inst. No. R0102483)		9228 SQ.M.	
2	Part of Lot 16, Part of Lot 17 Part of the Road Allowance Between Lots 16 and 17 (closed by By-law 1330, Inst. No. R0102483)		4,2557 Ha.	
3	Part of Lot 16, Part of Lot 17 Part of the Road Allowance Between Lots 16 and 17 (closed by By-law 1330, Inst. No. R0102483)		4,2348 Ha.	
4	Part of Lot 16		301.3 SQ.M.	
5	Part of Lot 17, Part of Lot 18		3,1984 Ha.	
6	Part of Lot 17		1200 SQ.M.	
7	Part of Lot 17		9636 SQ.M.	
8	Part of Lot 17		2682 SQ.M.	
9	Part of Lot 17		2,5930 SQ.M.	
10	Part of the Road Allowance Between Lots 16 and 17 (closed by By-law 1330, Inst. No. R0102483)		2553 SQ.M.	
11	Part of Lot 16		3,7031 Ha.	
12	Part of Lot 16, Part of Lot 17 Part of the Road Allowance Between Lots 16 and 17 (closed by By-law 3412/143/196, Inst. No. R0719834)		3,4484 Ha.	
13	Part of Lot 17, Part of Lot 18		118.6 SQ.M.	
14	Part of Lot 17		568.7 SQ.M.	
15	Part of Lot 15, Part of Lot 17, Part of Lot 18 Part of the Road Allowance Between Lots 16 and 17 (closed by By-law 3412/143/196, Inst. No. R0719834)		51,5959 Ha.	
16	Part of the Road Allowance Between Lots 16 and 17 (closed by By-law 3412/143/196, Inst. No. R0719834)		8591 sq.m.	
17	Part of the Road Allowance Between Lots 16 and 17 (closed by By-law 3412/143/196, Inst. No. R0719834)		401.3 sq.m.	
18	Part of Lot 16		3887 sq.m.	
19	Part of Lot 16, Part of Lot 17 Part of the Road Allowance Between Lots 16 and 17 (closed by By-law 3412/143/196, Inst. No. R0719834)		11,3516 Ha.	
20	Part of Lot 16, Part of Lot 17 Part of the Road Allowance Between Lots 16 and 17 (closed by By-law 3412/143/196, Inst. No. R0719834)		4,0543 Ha.	
21	Part of Lot 17, Part of Lot 18		4,1065 Ha.	
22	Part of Lot 17		1,888 Ha.	
23	Part of Lot 17		1,660 Ha.	
24	Part of Lot 17		2,778 Ha.	
25	Part of Lot 17		1,508 Ha.	
26	Part of Lot 17		1,778 Ha.	
27	Part of Lot 17		1,778 Ha.	
28	Part of Lot 17		1,778 Ha.	
29	Part of Lot 17		1,778 Ha.	
30	Part of Lot 17		1,778 Ha.	
31	Part of Lot 17		1,778 Ha.	
32	Part of Lot 17		1,778 Ha.	
33	Part of Lot 17		1,778 Ha.	
34	Part of Lot 17		1,778 Ha.	
35	Part of Lot 17		1,778 Ha.	
36	Part of Lot 17		1,778 Ha.	
37	Part of Lot 17		1,778 Ha.	
38	Part of Lot 17		1,778 Ha.	
39	Part of Lot 17		1,778 Ha.	
40	Part of Lot 17		1,778 Ha.	
41	Part of Lot 17		1,778 Ha.	
42	Part of Lot 17		1,778 Ha.	
43	Part of Lot 17		1,778 Ha.	
44	Part of Lot 17		1,778 Ha.	
45	Part of Lot 17		1,778 Ha.	
46	Part of Lot 17		1,778 Ha.	
47	Part of Lot 17		1,778 Ha.	
48	Part of Lot 17		1,778 Ha.	
49	Part of Lot 17		1,778 Ha.	
50	Part of Lot 17		1,778 Ha.	
51	Part of Lot 17		1,778 Ha.	
52	Part of Lot 17		1,778 Ha.	
53	Part of Lot 17		1,778 Ha.	
54	Part of Lot 17		1,778 Ha.	
55	Part of Lot 17		1,778 Ha.	

PARTS 36 AND 37 - SUBJECT TO EASEMENT AS SET OUT IN INST. NO. R013422

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE
WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE
LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THIS SURVEY WAS COMPLETED ON THE 15th DAY OF DECEMBER 2014.
MARCH 18, 2015
HAROLD D. HYDE
ONTARIO LAND SURVEYOR

RASH & HYDE LTD.
Ontario Land Surveyors
P.O. Box 6, 1333 Highway #3, Unit 10
DUNFORTH, ONT. M1A 2X1
(905) 774-7188
(FAX 905-774-4000)

P.O. Box 550, 74 Jarvis Street
FORT ERIE, ONT. L2A 5Y1
(905) 871-8357
(FAX 905-871-9748)

R. DESROSIER RASH & HYDE LTD.
SCALE 1:2500 | SURVEY 1:14504, Site A, Detailed B-Plan | 10PM BY: T.M. / J.P.

TRAVERSE DETAIL
not to scale

TRAVERSE DETAIL
not to scale

TRAVERSE DETAIL
not to scale

TRAVERSE DETAIL
not to scale

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TRAVERSE DETAIL
not to scale

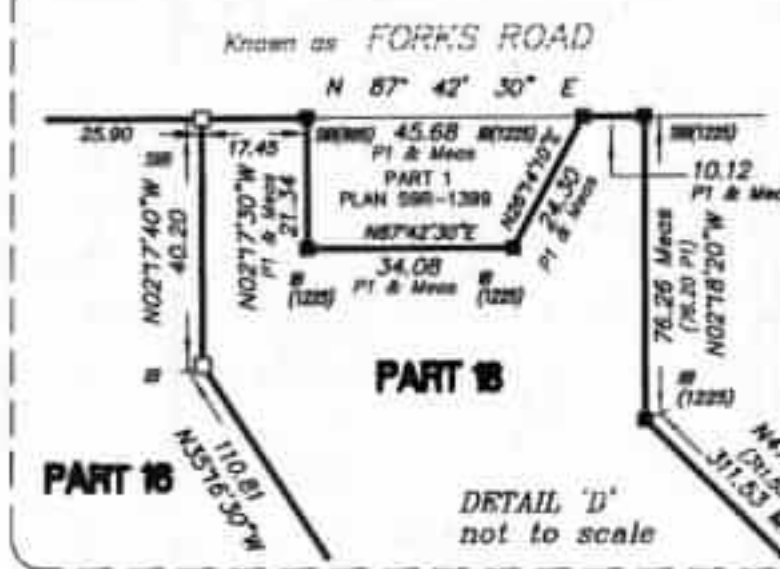
APPENDIX 6

Plan of Survey of
PART OF LOTS 23, 24 AND 25
AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 24 AND 25
CONCESSION 4

Geographic Township of Humberstone
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1 : 2500
Rosch & Hyde Ltd.
Ontario Land Surveyors

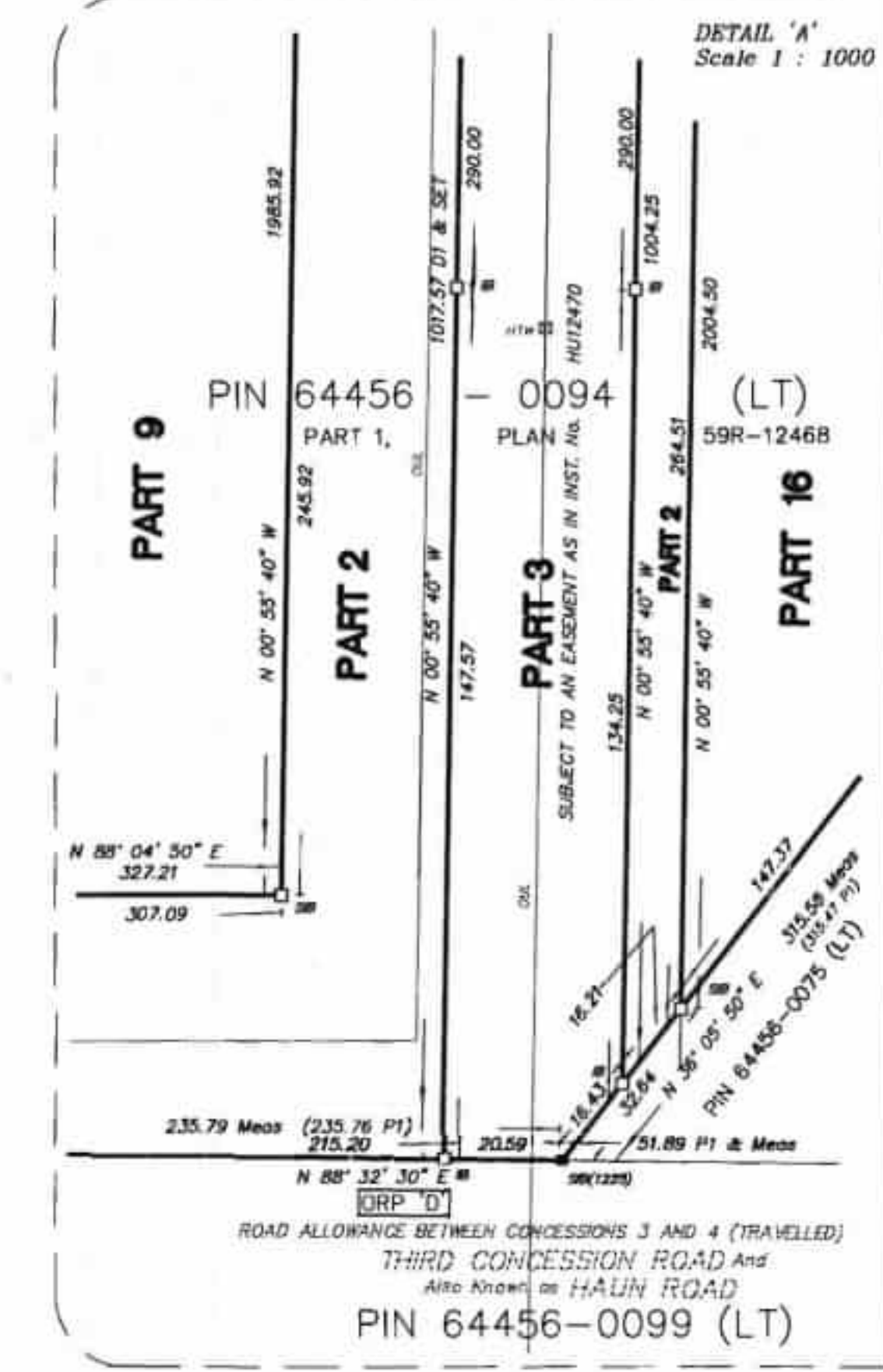
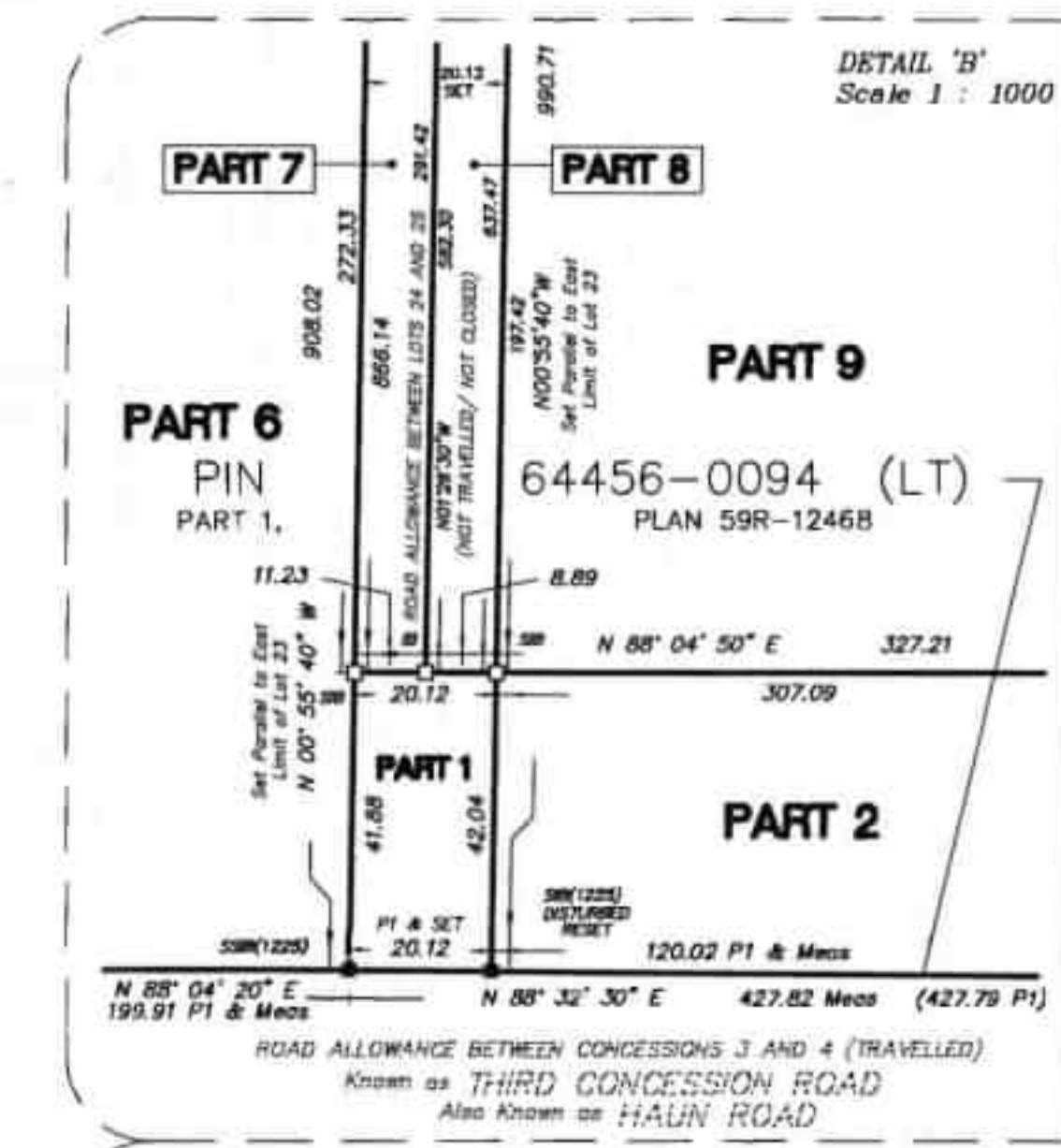
CONFIRMATION



PLAN 59R-15310
RECEIVED AND DEPOSITED
MARCH 18, 2015
DATE
HAROLD D. HYDE
ONTOARIO LAND SURVEYOR

SCHEDULE				
PART	LOCATION	CON	AREA (S)	PIN NO.
1	ROAD ALLOWANCE BETWEEN LOTS 24 AND 25		844.2 SQ.M.	
2			11,760.9 Ha.	
3			3,094.7 Ha.	
4	PART OF LOT 24		1410 SQ.M.	
5			1948 SQ.M.	
6	PART OF LOT 25		9,313.4 Ha.	
7			1,091.2 Ha.	
8	ROAD ALLOWANCE BETWEEN LOTS 24 AND 25		23,778.0 Ha.	
9			21,352.3 Ha.	
10			2631 SQ.M.	
11	PART OF LOT 24		1146 SQ.M.	
12			180.5 SQ.M.	
13			1957 SQ.M.	
14			2529 SQ.M.	
15	PART OF LOTS 23 AND 24		64,329.4 SQ.M.	
16			237.0 SQ.M.	
17	PART OF LOT 23		1,992.2 Ha.	
18				

PART 3 - IS SUBJECT TO HYDRO EASEMENT AS IN INST. NO. H12470



METRIC NOTE
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

- LEGEND
- D — DENOTES SURVEY MONUMENT PLANTED
 - F — DENOTES SURVEY MONUMENT FOUND
 - S — DENOTES STANDARD IRON BAR (25mmx25mmx120cm)
 - SSB — DENOTES SHORT STANDARD IRON BAR (25mmx25mmx60cm)
 - B — DENOTES IRON BAR (15mmx15mmx60cm)
 - R — DENOTES ROUND IRON BAR (20mm DIA. x 60cm)
 - IT — DENOTES IRON TUBE
 - (CSM) — DENOTES CUT STONE MONUMENT
 - WIT — DENOTES WITNESS
 - OU — DENOTES ORIGIN UNKNOWN
 - PIN — DENOTES PROPERTY IDENTIFIER NUMBER
 - (1225) — DENOTES HATCH & HYDE O.L.S.
 - (1225) — DENOTES D. B. SEARLES SURVEYING LTD.
 - (895) — DENOTES DOUGLAS A. LANE, O.L.S.
 - (860) — DENOTES J. E. LAMBERT, O.L.S.
 - (SLA) — DENOTES ST. LAWRENCE SEAWAY AUTHORITY
 - (CN) — DENOTES CANADIAN NATIONAL RAILWAYS
 - (AR) — DENOTES ARCHIBALD, GRAY & MACKEY LIMITED
 - (P) — DENOTES PLAN 59R-12468
 - D1 — DENOTES INST. NO. H12470 (PIN 64456-0094(LT))
 - HP — DENOTES HYDRO/UTILITY POLE
 - CUB — DENOTES OVERHEAD UTILITY/HYDRO LINE
 - HTW — DENOTES HYDRO TOWER
 - ORP — DENOTES OBSERVED REFERENCE POINTS
 - GUY — DENOTES GUY ANCHOR
 - GP — DENOTES GUY POLE
 - (B) — DENOTES BURIED 0.30 BELOW GRADE

NOTES
AREAS NOTED IN SCHEDULE ARE ±
ALL DISTANCES ARE ROUNDED TO NEAREST 0.01 METRE
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN
DISTANCES ARE ADJUSTED GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR (CSF = 0.99983563)
ALL COORDINATES ARE IN METRES AND ARE UTM-ZONE 17, (NAD 83-CRS) (Epoch 1987.0) DERIVED FROM OBSERVED REFERENCE POINTS (ORP) USING THE CAN-NET WRS NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE).
COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O. REG 216/10.

INTEGRATION DATA		
POINT	NORTHING	EASTING
ORP "A" (H1225)	4754410.272	643843.479
ORP "B" (S18(1225))	4756454.651	644317.493
ORP "C" (S18(1221))	4756456.915	644405.813
ORP "D" (H1221)	4754426.111	644398.418

ROTATION NOTE
TO COMPARE THE GRID BEARINGS SHOWN ON THIS PLAN WITH THE BEARINGS SHOWN ON P1 APPLY A COUNTER-CLOCKWISE ROTATION OF 01° 01' 00" TO THE BEARINGS SHOWN P1. BEARINGS NOMINALLY AGREE WITH P1. WHEN THE ROTATION IS APPLIED UNLESS NOTED OTHERWISE.

BEARING NOTE
BEARINGS HEREON ARE GRID, UTM ZONE 17, (NAD 83-CRS) (Epoch 1987.0) DERIVED FROM OBSERVED REFERENCE POINTS (ORP) USING THE CAN-NET WRS NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE).

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYS REGS. AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THIS SURVEY WAS COMPLETED ON THE 18th DAY OF DECEMBER 2014.
DATE
HAROLD D. HYDE
ONTOARIO LAND SURVEYOR

RASCH + HYDE LTD.
Ontario Land Surveyors
P.O. Box 6, 1333 Highway 83 East, Unit 8
DUNVILLE, ONT. L1A 2Y1
905-774-7188
(TAX 905-774-4000) (FAX 905-871-9746)
R. DESMOND RASCH O.L.S. HAROLD D. HYDE O.L.S.
SCALE 1 : 2500 SURVEY : 14F004 DRAWN BY : A.W. / G.P.

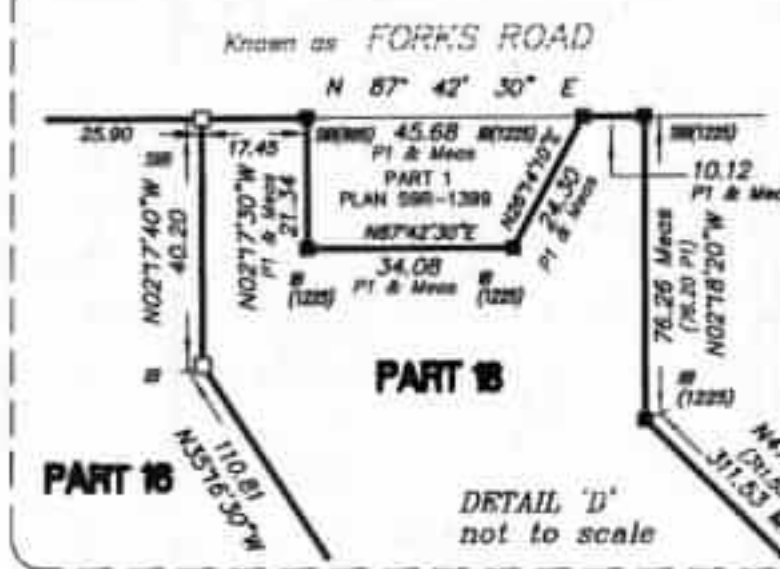
APPENDIX 7

Plan of Survey of
PART OF LOTS 23, 24 AND 25
AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 24 AND 25
CONCESSION 4

Geographic Township of Humberstone
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1 : 2500
Rosch & Hyde Ltd.
Ontario Land Surveyors

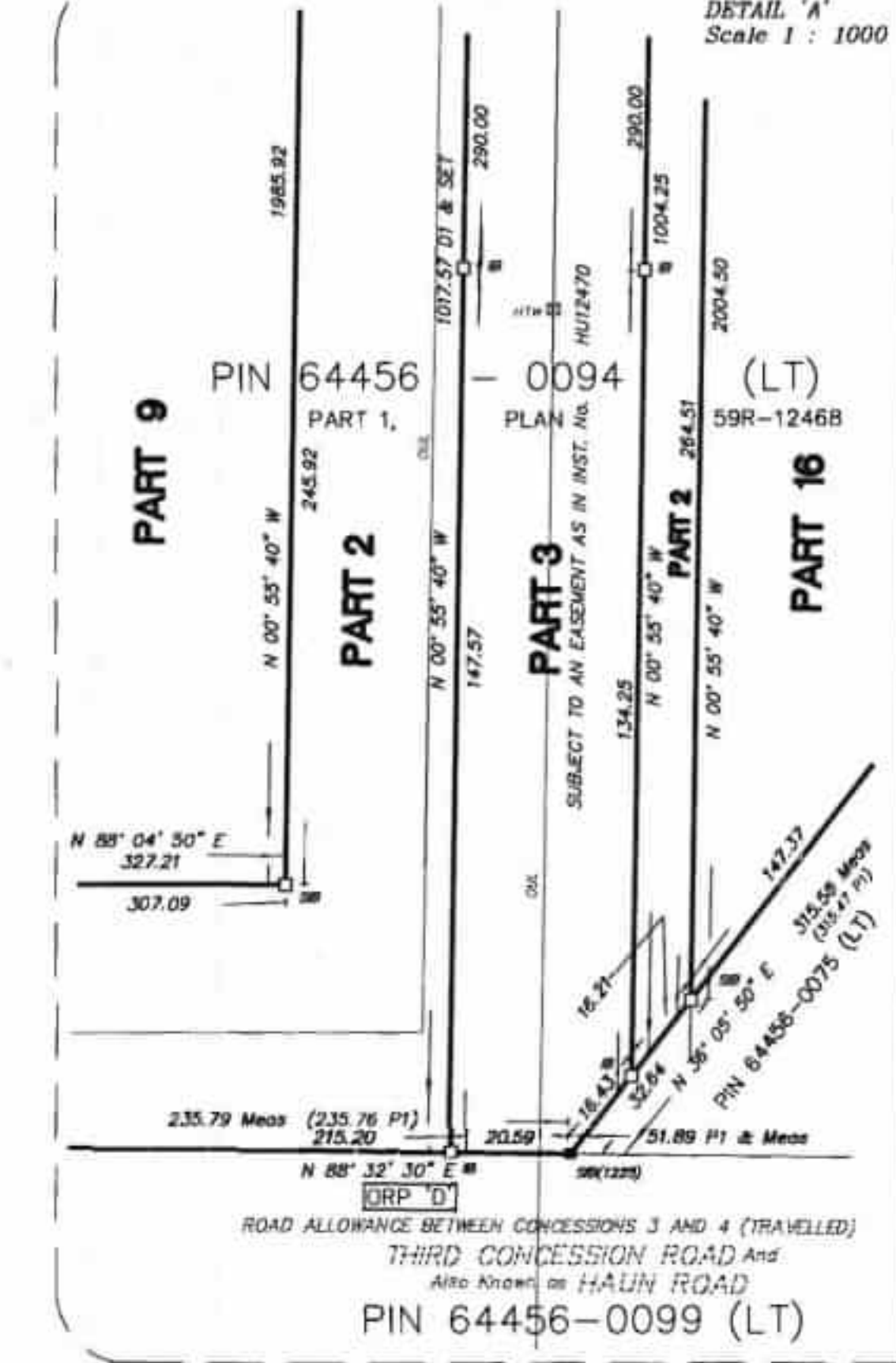
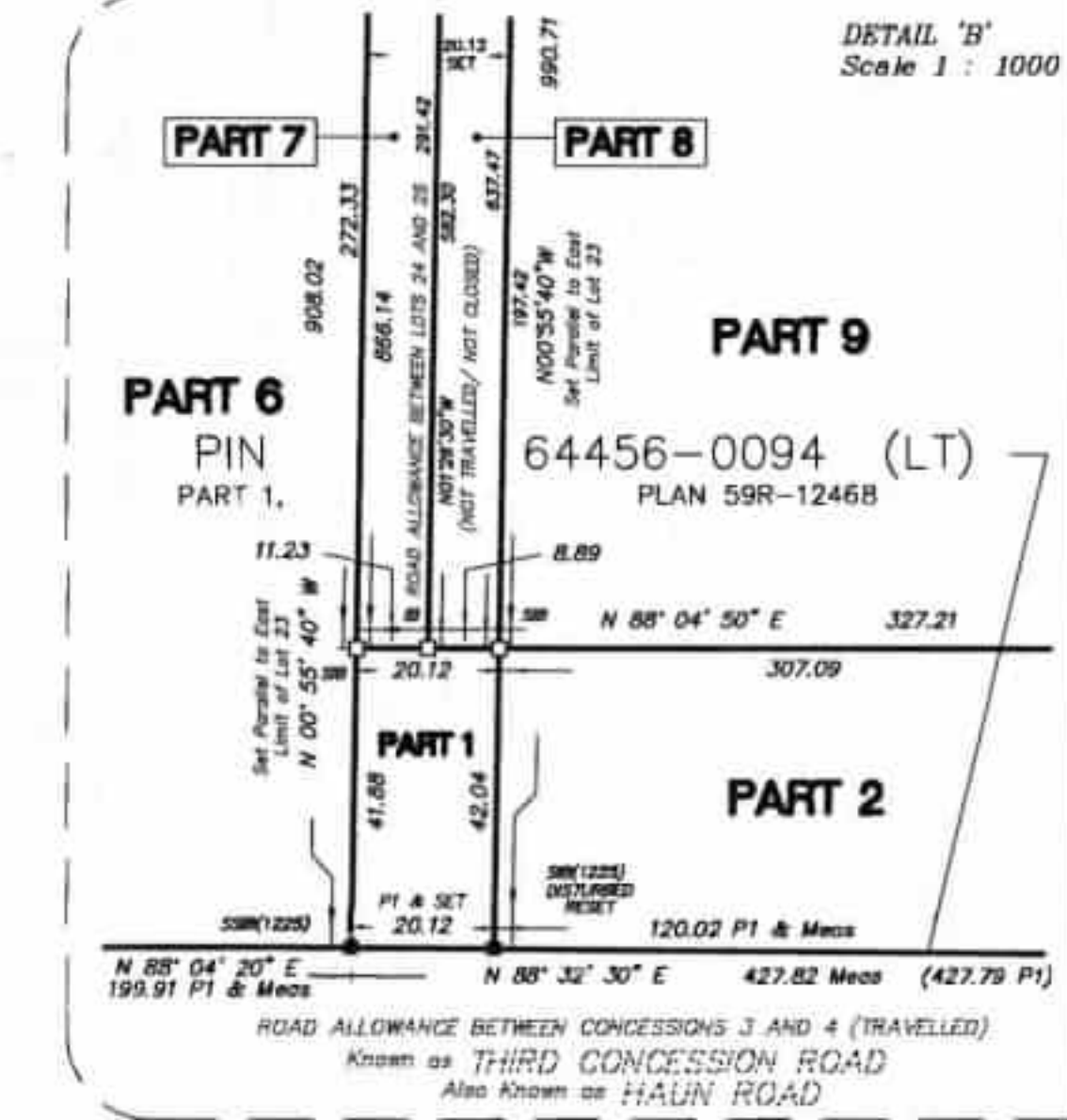
CONCESSION 5



PLAN 59R-15310
RECEIVED AND DEPOSITED
MARCH 18, 2015
DATE
HAROLD D. HYDE
ONTOARIO LAND SURVEYOR

SCHEDULE				
PART	LOCATION	CON	AREA (S)	PIN NO.
1	ROAD ALLOWANCE BETWEEN LOTS 24 AND 25		844.2 SQ.M.	
2			11,760.9 SQ.M.	
3			3,094.7 SQ.M.	
4	PART OF LOT 24		1410 SQ.M.	
5			1948 SQ.M.	
6	PART OF LOT 25		9,313.4 SQ.M.	
7			1,091.2 Ha.	
8	ROAD ALLOWANCE BETWEEN LOTS 24 AND 25		23,778.0 Ha.	
9			21,352.3 Ha.	
10			2631 SQ.M.	
11	PART OF LOT 24		1146 SQ.M.	
12			180.5 SQ.M.	
13			1957 SQ.M.	
14			2529 SQ.M.	
15	PART OF LOTS 23 AND 24		64,329.4 SQ.M.	
16			237.0 SQ.M.	
17	PART OF LOT 23		1,992.2 Ha.	

PART 3 - IS SUBJECT TO HYDRO EASEMENT AS IN INST. NO. H12470



METRIC NOTE
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

- LEGEND
- DENOTES SURVEY MONUMENT PLANTED
 - DENOTES SURVEY MONUMENT FOUND
 - DENOTES STANDARD IRON BAR (25mmx25mmx120cm)
 - DENOTES SHORT STANDARD IRON BAR (25mmx25mmx60cm)
 - DENOTES IRON BAR (15mmx15mmx60cm)
 - DENOTES ROUND IRON BAR (20mm DIA x 60cm)
 - DENOTES IRON TUBE
 - DENOTES CUT STONE MONUMENT
 - DENOTES WITNESS
 - DENOTES ORIGIN UNKNOWN
 - DENOTES PROPERTY IDENTIFIER NUMBER
 - DENOTES HATCH & HYDE O.L.S.
 - DENOTES D. B. SEARLES SURVEYING LTD.
 - DENOTES DOUGLAS A. LANE, O.L.S.
 - DENOTES J. E. LAMBERT, O.L.S.
 - DENOTES ST. LAWRENCE SEAWAY AUTHORITY
 - DENOTES CANADIAN NATIONAL RAILWAYS
 - DENOTES ARCHIBALD, GRAY & MACKEY LIMITED
 - DENOTES PLAN 59R-12468
 - DENOTES INST. NO. H12470 (PIN 64456-0094(LT))
 - DENOTES HYDRO/UTILITY POLE
 - DENOTES OVERHEAD UTILITY/HYDRO LINE
 - DENOTES HYDRO TOWER
 - DENOTES OBSERVED REFERENCE POINTS
 - DENOTES GUY AND/OR
 - DENOTES GUY POLE
 - DENOTES BURIED 0.30 BELOW GRADE

NOTES
AREAS NOTED IN SCHEDULE ARE ±
ALL DISTANCES ARE ROUNDED TO NEAREST 0.01 METRE

CAUTION
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
DISTANCES ARE ADJUSTED GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR (CSF = 0.99983563).
ALL COORDINATES ARE IN METRES AND ARE UTM-ZONE 17, (NAD 83-CRS) (Epoch 1987.0) DERIVED FROM OBSERVED REFERENCE POINTS (ORP) USING THE CAN-NET WRS NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE).
COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O. REG 216/10.

INTEGRATION DATA		
POINT	NORTHING	EASTING
ORP "A" H(1225)	4754410.272	643843.479
ORP "B" S(1225)	4756454.651	644317.493
ORP "C" S(1221)	4756456.915	644405.813
ORP "D" H(1221)	4754426.111	644398.418

ROTATION NOTE
TO COMPARE THE GRID BEARINGS SHOWN ON THIS PLAN WITH THE BEARINGS SHOWN ON P1 APPLY A COUNTER-CLOCKWISE ROTATION OF 01° 01' 00" TO THE BEARINGS SHOWN P1. BEARINGS NORMALLY AGREE WITH P1. WHEN THE ROTATION IS APPLIED UNLESS NOTED OTHERWISE.

BEARING NOTE
BEARINGS HEREON ARE GRID, UTM ZONE 17, (NAD 83-CRS) (Epoch 1987.0) DERIVED FROM OBSERVED REFERENCE POINTS (ORP) USING THE CAN-NET WRS NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE).

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYS REGS AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THIS SURVEY WAS COMPLETED ON THE 18th DAY OF DECEMBER 2014.

MARCH 18, 2015
DATE
HAROLD D. HYDE
ONTOARIO LAND SURVEYOR

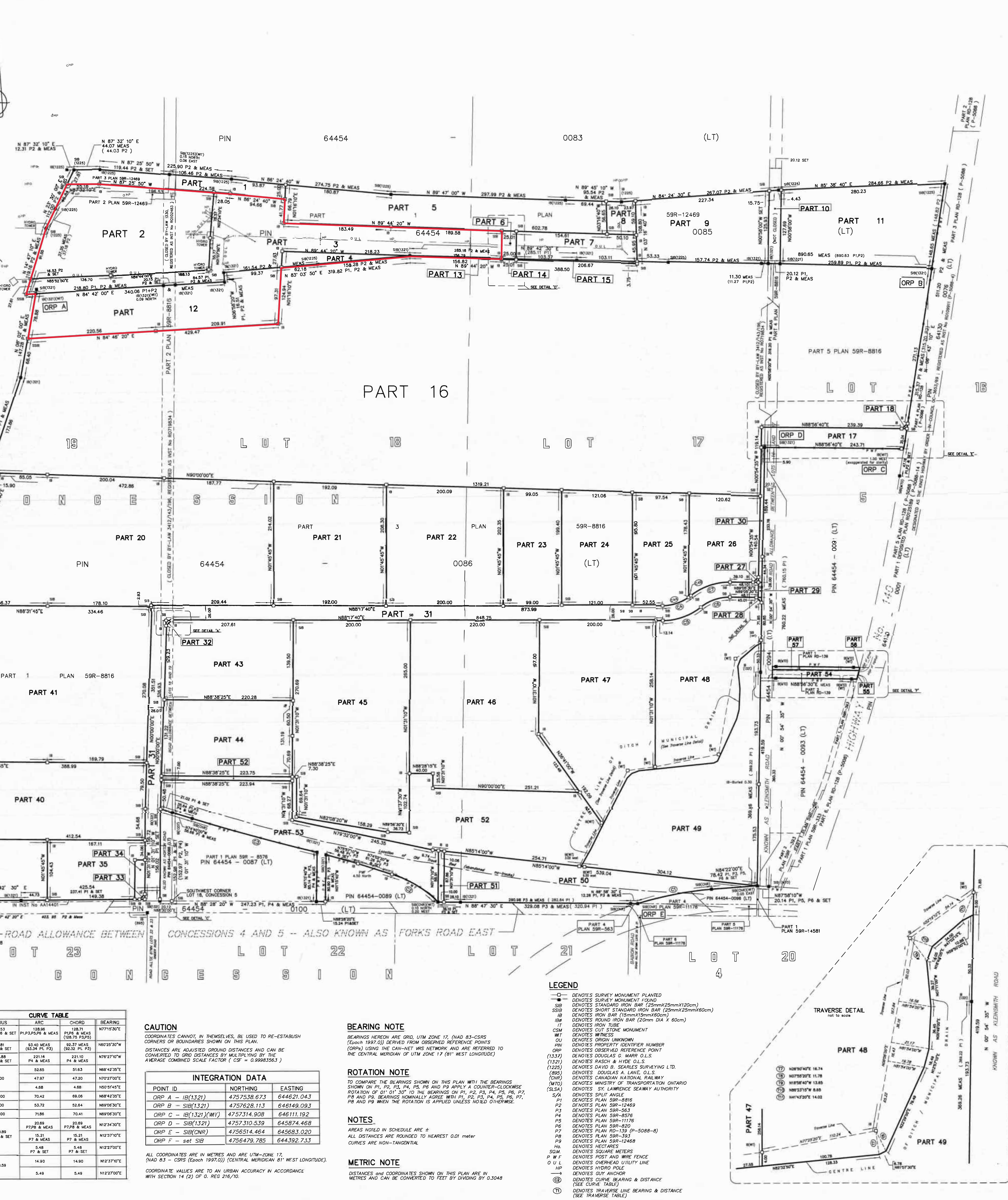
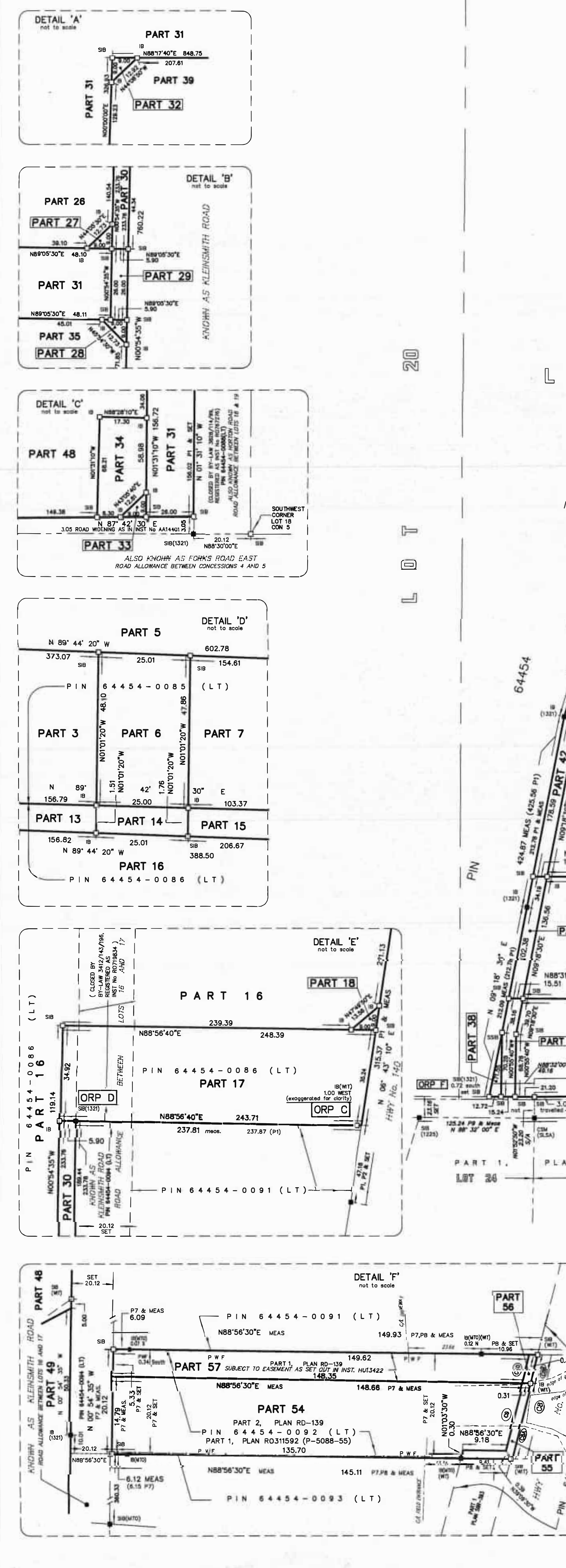
RASCH + HYDE LTD.
Ontario Land Surveyors
P.O. Box 6, 1333 Highway 83 East, Unit 8
DUNVILLE, ONT. L1A 2Y1
905-774-7188
(TAX 905-774-4000) (FAX 905-871-9746)
R. DESMOND RASCH O.L.S. HAROLD D. HYDE O.L.S.
SCALE 1 : 2500 SURVEY : 14F004 DIVN BY : A.W. / G.P.

APPENDIX 8

PLAN OF SURVEY OF
PART OF LOTS 16, 17, 18 AND 19
PART OF THE ROAD ALLOWANCE BETWEEN LOTS 16 AND 17
(PORTION CLOSED BY BY-LAW 3412/143/196, REGISTERED AS INST No R0719834)
PART OF THE ROAD ALLOWANCE BETWEEN LOTS 18 AND 19
(PORTION CLOSED BY BY-LAW 3412/143/196, REGISTERED AS INST No R0719834 and
PORTION CLOSED BY BY-LAW 1330, REGISTERED AS INST No R0102483)

CONCESSION 5
GEOGRAPHIC TOWNSHIP OF HUMBERSTONE
CITY OF PORT COLBORNE
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1 : 2500
RASCH & HYDE LTD.
ONTARIO LAND SURVEYORS



SCHEDULE			
LOT	LOCATION	CON	AREA (sq)
1	Part Lot 18, Part of Lot 19, Part of the Road Allowance Between Lots 18 & 19 (closed by by-law 1330; Inst. No. R0102483)		9228 SQM.
2	Part Lot 17, Part Lot 18, Part of Lot 19 Part of the Road Allowance Between Lots 18 & 19 (closed by by-law 1330; Inst. No. R0102483)		4,2557 Ha.
3	Part of Lot 18		4,2348 Ha.
4	Part of Lot 18		3,013 SQM.
5	Part Lot 17, Part Lot 18		1,1984 Ha.
6	Part Lot 17		1,200 SQM.
7	Part Lot 17		9636 SQM.
8	Part of the Road Allowance Between Lots 16 and 17		2,5930 SQM.
9	Part of Lot 16		2,553 SQM.
10	Part of Lot 16		3,7031 Ha.
11	Part Lot 18, Part of Lot 19, Part of the Road Allowance Between Lots 18 & 19 (closed by by-law 3412/143/196; Inst. No. R0719834)		3,4484 Ha.
12	Part Lot 17, Part Lot 18		1,118 SQM.
13	Part Lot 17		4,088 SQM.
14	Part Lot 16, Part Lot 17, Part Lot 18, Part of the Road Allowance Between Lots 16 and 17 (closed by by-law 3412/143/196; Inst. No. R0719834)		51,5959 Ha.
15	Part Lot 16, Part Lot 17		8591 sqm.
16	Part Lot 16		4012 sqm.
17	Part Lot 19		3,967 sqm.
18	Part of Lot 18, Part of Lot 19 Part of the Road Allowance Between Lots 18 & 19 (closed by by-law 3412/143/196; Inst. No. R0719834)		11,3516 Ha.
19	Part Lot 18		4,0543 Ha.
20	Part Lot 17, Part Lot 18		4,0555 Ha.
21	Part of Lot 17		1,8791 Ha.
22	Part of Lot 17		1,8549 Ha.
23	Part of Lot 17		1,8549 Ha.
24	Part of Lot 17		1,8549 Ha.
25	Part of Lot 17		1,8549 Ha.
26	Part of Lot 17		1,8549 Ha.
27	Part of Lot 17		1,8549 Ha.
28	Part of Lot 17		1,8549 Ha.
29	Part of Lot 17		1,8549 Ha.
30	Part of Lot 17		1,8549 Ha.
31	Part of Lot 17		1,8549 Ha.
32	Part of Lot 17		1,8549 Ha.
33	Part of Lot 17		1,8549 Ha.
34	Part of Lot 17		1,8549 Ha.
35	Part of Lot 17		1,8549 Ha.
36	Part of Lot 17		1,8549 Ha.
37	Part of Lot 17		1,8549 Ha.
38	Part of Lot 17		1,8549 Ha.
39	Part of Lot 17		1,8549 Ha.
40	Part of Lot 17		1,8549 Ha.
41	Part of Lot 17		1,8549 Ha.
42	Part of Lot 17		1,8549 Ha.
43	Part of Lot 17		1,8549 Ha.
44	Part of Lot 17		1,8549 Ha.
45	Part of Lot 17		1,8549 Ha.
46	Part of Lot 17		1,8549 Ha.
47	Part of Lot 17		1,8549 Ha.
48	Part of Lot 17		1,8549 Ha.
49	Part of Lot 17		1,8549 Ha.
50	Part of Lot 17		1,8549 Ha.
51	Part of Lot 17		1,8549 Ha.
52	Part of Lot 17		1,8549 Ha.
53	Part of Lot 17		1,8549 Ha.
54	Part of Lot 17		1,8549 Ha.
55	Part of Lot 17		1,8549 Ha.
56	Part of Lot 17		1,8549 Ha.
57	Part of Lot 17		1,8549 Ha.

APPENDIX 9

LAND
REGISTRY
OFFICE #59

64454-0105 (LT)

PAGE 1 OF 2
PREPARED FOR rheera01
ON 2025/06/27 AT 09:56:59

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

PT LTS 17, 18 AND 19 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 18 AND 19 CON 5 HUMBERSTONE CLOSED BY RO102483, DESIGNATED AS PTS 2, 3 AND 4 ON 59R15312 TOGETHER WITH AN EASEMENT OVER PT LTS 17, 18 AND 19 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 18 AND 19 CON 5 HUMBERSTONE CLOSED BY RO102483, DESIGNATED AS PTS 1, 6, AND 8 ON PLAN 59R-15312 AS IN SN433131; SUBJECT TO AN EASEMENT OVER PT LT 18 AND 19 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 18 AND 19 CON 5 HUMBERSTONE CLOSED BY RO102483, DESIGNATED AS PT 2 ON PLAN 59R15312 IN FAVOUR OF PT LT 16-19 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 16 AND 17 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 18 AND 19 CON 5 HUMBERSTONE CLOSED BY RO102483, DESIGNATED AS PTS 1, 5, 6, 8, 9, 10 AND 11 ON PLAN 59R15312 AS IN SN433131 AND SUBJECT TO AN EASEMENT OVER PT LT 18 AND 19 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 18 AND 19 CON 5 HUMBERSTONE CLOSED BY RO102483, DESIGNATED AS PT 2 ON PLAN 59R15312 IN FAVOUR OF PT LTS 16-19 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 16 AND 17 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 18 AND 19 CON 5 HUMBERSTONE CLOSED BY RO719834, DESIGNATED AS PTS 14, 16, 17, 18, 19, 37, 39 AND 42 ON PLAN 59R15312 AS IN SN433131; TOGETHER WITH AN EASEMENT OVER PT LT 17, CON 5 HUMBERSTONE DESIGNATED AS PART 14 ON PLAN 59R-15312 AS IN SN433131; CITY OF PORT COLBORNE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 64454-0085

PIN CREATION DATE:

2015/06/22

OWNERS' NAMES

1170367 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2015/06/22 **		
**SUBJECT,	ON FIRST REGISTRATION UNDER THE	LAND TITLES ACT, TO:				
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES					*
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2007/03/26 **					
RO102483	1969/05/30	BYLAW				C
59R15312	2015/03/18	PLAN REFERENCE				C
SN432802	2015/04/29	BYLAW		THE CORPORATION OF THE CITY OF PORT COLBORNE		C
REMARKS: BY-LAW TO STOP UP AND CLOSE PART OF ORIGINAL LOTS 24 & 25 CONCESSION 4 PART 10 ON 59R15312				ROAD ALLOWANCE BETWEEN LOTS 16 & 17 CONCESSION 5 AND PART OF ORIGINAL ROAD ALLOWANCE BETWEEN		
SN433131	2015/05/01	TRANSFER	\$1	THE CORPORATION OF THE CITY OF PORT COLBORNE	1170367 ONTARIO INC.	C
SN620021	2020/02/14	CHARGE		*** COMPLETELY DELETED *** 2459644 ONTARIO LTD. 2459646 ONTARIO LTD.	THE CORPORATION OF THE CITY OF PORT COLBORNE	

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

LAND
REGISTRY
OFFICE #59

64454-0105 (LT)

PAGE 2 OF
PREPARED FOR rheera01
ON 2025/06/27 AT 09:56:59

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SN683916	2021/07/21	CERTIFICATE		2459653 ONTARIO LTD. NYON MARINE FUELLING CORPORATION NYON OIL MERCANTILE INC. 1170367 ONTARIO INC. *** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
SN744230	2022/10/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
SN744233	2022/10/03	CHARGE		*** COMPLETELY DELETED *** 1170367 ONTARIO INC. NYON OIL INC. 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. NYON OIL MERCANTILE INC.	PILLAR CAPITAL CORP.	
SN744234	2022/10/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NYON OIL INC. 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. 1170367 ONTARIO INC. NYON OIL MERCANTILE INC.	PILLAR CAPITAL CORP.	
SN744689	2022/10/06	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
SN747789	2022/11/03	CHARGE	\$2,000,000	1170367 ONTARIO INC.	1000337860 ONTARIO INC.	C
SN782770	2023/10/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** PILLAR CAPITAL CORP.		

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

APPENDIX 10

LAND
REGISTRY
OFFICE #59

64454-0108 (LT)

PAGE 1 OF 2
PREPARED FOR rheera01
ON 2025/06/27 AT 09:57:20

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

PT LTS 18 AND 19 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 18 AND 19 CON 5 HUMBERSTONE CLOSED BY RO719834, DESIGNATED AS PT 12 ON PLAN 59R15312; TOGETHER WITH AN EASEMENT OVER PT LTS 17, 18 AND 19 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 18 AND 19 CON 5 HUMBERSTONE CLOSED BY RO102483, DESIGNATED AS PTS 1, 6, AND 8 ON PLAN 59R-15312 AS IN SN433131; TOGETHER WITH AN EASEMENT OVER PT LT 17, CON 5 HUMBERSTONE DESIGNATED AS PART 14 ON PLAN 59R-15312 AS IN SN433131; CITY OF PORT COLBORNE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 64454-0086

PIN CREATION DATE:

2015/06/22

OWNERS' NAMES

1170367 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2015/06/22 **		
**SUBJECT,	ON FIRST REGISTRATION UNDER THE	LAND TITLES ACT, TO:				
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES	*				
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2007/03/26	**				
RO719834	1997/01/30	BYLAW				C
59R15312	2015/03/18	PLAN REFERENCE				C
SN433131	2015/05/01	TRANSFER	\$1	THE CORPORATION OF THE CITY OF PORT COLBORNE	1170367 ONTARIO INC.	C
SN620021	2020/02/14	CHARGE		*** COMPLETELY DELETED *** 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. NYON MARINE FUELLING CORPORATION NYON OIL MERCANTILE INC. 1170367 ONTARIO INC.	THE CORPORATION OF THE CITY OF PORT COLBORNE	
SN683916	2021/07/21	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
REMARKS: TAX ARREARS						

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

LAND
REGISTRY
OFFICE #59
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

64454-0108 (LT)

PAGE 2 OF
PREPARED FOR rheera01
ON 2025/06/27 AT 09:57:20

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SN744230	2022/10/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
SN744689	2022/10/06	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
SN747789	2022/11/03	CHARGE	\$2,000,000	1170367 ONTARIO INC.	1000337860 ONTARIO INC.	C

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

APPENDIX 11

LAND
REGISTRY
OFFICE #59

64454-0109 (LT)

PAGE 1 OF 2
PREPARED FOR rheera01
ON 2025/06/27 AT 09:57:42

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LTS 17 AND 18 CON 5 HUMBERSTONE DESIGNATED AS PT 13 ON PLAN 59R15312; TOGETHER WITH AN EASEMENT OVER PT LTS 17, 18 AND 19 CON 5 HUMBERSTONE; PT RDAL BTN LOTS 18 AND 19 CON 5 HUMBERSTONE CLOSED BY RO102483, DESIGNATED AS PTS 1, 6, AND 8 ON PLAN 59R-15312 AS IN SN433131; TOGETHER WITH AN EASEMENT OVER PT LT 17, CON 5 HUMBERSTONE DESIGNATED AS PART 14 ON PLAN 59R-15312 AS IN SN433131; CITY OF PORT COLBORNE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 64454-0086

PIN CREATION DATE:

2015/06/22

OWNERS' NAMES

1170367 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2015/06/22 **		
**SUBJECT,	ON FIRST REGISTRATION UNDER THE	LAND TITLES ACT, TO:				
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES	*				
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2007/03/26	**				
RO719834	1997/01/30	BYLAW				C
59R15312	2015/03/18	PLAN REFERENCE				C
SN433131	2015/05/01	TRANSFER	\$1	THE CORPORATION OF THE CITY OF PORT COLBORNE	1170367 ONTARIO INC.	C
SN620021	2020/02/14	CHARGE		*** COMPLETELY DELETED *** 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. NYON MARINE FUELLING CORPORATION NYON OIL MERCANTILE INC. 1170367 ONTARIO INC.	THE CORPORATION OF THE CITY OF PORT COLBORNE	
SN683916	2021/07/21	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
REMARKS: TAX ARREARS						

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SN744230	2022/10/03	DISCH OF CHARGE	\$2,000,000	*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE	PILLAR CAPITAL CORP.	C
REMARKS: SN620021.						
SN744233	2022/10/03	CHARGE		*** COMPLETELY DELETED *** 1170367 ONTARIO INC. NYON OIL INC. 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. NYON OIL MERCANTILE INC.		
SN744234	2022/10/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NYON OIL INC. 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. 1170367 ONTARIO INC. NYON OIL MERCANTILE INC.		
REMARKS: SN744233.						
SN744689	2022/10/06	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
REMARKS: SN683916						
SN747789	2022/11/03	CHARGE		1170367 ONTARIO INC.	1000337860 ONTARIO INC.	
SN782770	2023/10/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** PILLAR CAPITAL CORP.		
REMARKS: SN744233.						

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

APPENDIX 12

LAND
REGISTRY
OFFICE #59

64456-0103 (LT)

PAGE 1 OF 2
PREPARED FOR rheera01
ON 2025/06/27 AT 09:55:01

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LTS 23-25 CON 4 HUMBERSTONE; PT RDAL BTN LOTS 24 AND 25 CON 4 HUMBERSTONE DESIGNATED AS PARTS 1, 2, 3, 8, 9, 16 AND 17 ON PLAN 59R15310; S/T EASEMENT OVER PART OF LOT 24 CON 4 HUMBERSTONE DESIGNATED AS PART 3 ON 59R15310 AS IN HU12470; TOGETHER WITH AN EASEMENT OVER PART OF LOT 24 CON 4 DESIGNATED AS PART 4 ON PLAN 59R15310 AS IN SN433131; CITY OF PORT COLBORNE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 64456-0094

PIN CREATION DATE:

2015/06/22

OWNERS' NAMES

1170367 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2015/06/22 **		
**SUBJECT,	ON FIRST REGISTRATION UNDER THE	LAND TITLES ACT, TO:				
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES	*				
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2007/03/26	**				
HU12470	1931/01/05	TRANSFER EASEMENT			THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO	C
	REMARKS: SKETCH ATTACHED.					
59R15310	2015/03/18	PLAN REFERENCE				C
SN432802	2015/04/29	BYLAW		THE CORPORATION OF THE CITY OF PORT COLBORNE		C
	REMARKS: BY-LAW TO STOP UP AND CLOSE PART OF ORIGINAL	ROAD ALLOWANCE BETWEEN LOTS 16 & 17 CONCESSION 5 AND PART OF ORIGINAL	ROAD ALLOWANCE BETWEEN			
	LOTS 24 & 25 CONCESSION 4 PARTS 1, 7 AND 8 ON 59R15310					
SN433131	2015/05/01	TRANSFER	\$1	THE CORPORATION OF THE CITY OF PORT COLBORNE	1170367 ONTARIO INC.	C
SN620021	2020/02/14	CHARGE		*** COMPLETELY DELETED *** 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. NYON MARINE FUELLING CORPORATION NYON OIL MERCANTILE INC.	THE CORPORATION OF THE CITY OF PORT COLBORNE	

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SN683923	2021/07/21	CERTIFICATE		1170367 ONTARIO INC. *** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
		REMARKS: TAX ARREARS				
SN744230	2022/10/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
		REMARKS: SN620021.				
SN744233	2022/10/03	CHARGE		*** COMPLETELY DELETED *** 1170367 ONTARIO INC. NYON OIL INC. 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. NYON OIL MERCANTILE INC.	PILLAR CAPITAL CORP.	
SN744234	2022/10/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NYON OIL INC. 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. 1170367 ONTARIO INC. NYON OIL MERCANTILE INC.	PILLAR CAPITAL CORP.	
		REMARKS: SN744233.				
SN744692	2022/10/06	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
		REMARKS: SN683923				
SN747789	2022/11/03	CHARGE	\$2,000,000	1170367 ONTARIO INC.	1000337860 ONTARIO INC.	C
SN782770	2023/10/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** PILLAR CAPITAL CORP.		
		REMARKS: SN744233.				

APPENDIX 13

PROPERTY DESCRIPTION:

PT LT 24 CON 4 HUMBERSTONE; DESIGNATED AS PARTS 5 AND 15 ON PLAN 59R15310; TOGETHER WITH AN EASEMENT OVER PART OF LOT 24 CON 4 DESIGNATED AS PART 4 ON PLAN 59R15310 AS IN SN433131; CITY OF PORT COLBORNE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 64456-0094

PIN CREATION DATE:

2015/06/22

OWNERS' NAMES

1170367 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2015/06/22 **		
**SUBJECT,	ON FIRST REGISTRATION UNDER THE	LAND TITLES ACT, TO:				
**	SUBSECTION 44(1) OF THE	LAND TITLES ACT, EXCEPT	PARAGRAPH 11, PARAGRAPH 14,	PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS OR FORFEITURE	TO THE CROWN.				
**	THE RIGHTS OF ANY PERSON WHO	WOULD, BUT FOR THE	LAND TITLES ACT, BE ENTITLED	TO THE LAND OR ANY PART OF		
**	IT THROUGH LENGTH OF	ADVERSE POSSESSION, PRESCRIPTION,	MISDESCRIPTION OR BOUNDARIES	SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO WHICH THE	SUBSECTION 70(2) OF THE	REGISTRY ACT APPLIES.			
**DATE OF CONVERSION TO	LAND TITLES:	2007/03/26 **				
59R15310	2015/03/18	PLAN REFERENCE				C
SN433131	2015/05/01	TRANSFER	\$1	THE CORPORATION OF THE CITY OF PORT COLBORNE	1170367 ONTARIO INC.	C
SN620021	2020/02/14	CHARGE		*** COMPLETELY DELETED *** 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. NYON MARINE FUELLING CORPORATION NYON OIL MERCANTILE INC. 1170367 ONTARIO INC.	THE CORPORATION OF THE CITY OF PORT COLBORNE	
SN683919	2021/07/21	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
	REMARKS: TAX AR	REARS CERTIFICATE				
SN744230	2022/10/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
	REMARKS: SN6200	21.				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SN744233	2022/10/03	CHARGE		*** COMPLETELY DELETED *** 1170367 ONTARIO INC. NYON OIL INC. 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. NYON OIL MERCANTILE INC.	PILLAR CAPITAL CORP.	
SN744234	2022/10/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NYON OIL INC. 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. 1170367 ONTARIO INC. NYON OIL MERCANTILE INC.	PILLAR CAPITAL CORP.	
		REMARKS: SN744233.				
SN744690	2022/10/06	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
		REMARKS: SN683919				
SN747789	2022/11/03	CHARGE	\$2,000,000	1170367 ONTARIO INC.	1000337860 ONTARIO INC.	C
SN782770	2023/10/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** PILLAR CAPITAL CORP.		
		REMARKS: SN744233.				

APPENDIX 14

LAND
REGISTRY
OFFICE #59

64456-0105 (LT)

PAGE 1 OF 2
PREPARED FOR rheera01
ON 2025/06/27 AT 09:56:31

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 24 CON 4 HUMBERSTONE DESIGNATED AS PTS 4, 11, 12 AND 13 ON PLAN 59R15310; SUBJECT TO AN EASEMENT OVER PART OF LOT 24 CON 4 DESIGNATED AS PART 4 ON PLAN 59R-15310 IN FAVOUR OF PT LT 23-25 CON 4 HUMBERSTONE; PT RDAL BTN LOTS 24 AND 25 CON 4 HUMBERSTONE DESIGNATED AS PARTS 1, 2, 3, 5, 8, 9, 15, 16 AND 17 ON PLAN 59R-15310 AS IN SN433131; CITY OF PORT COLBORNE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 64456-0094

PIN CREATION DATE:

2015/06/22

OWNERS' NAMES

NYON OIL INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/06/22 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2007/03/26 **						
59R15310	2015/03/18	PLAN REFERENCE				C
SN433132	2015/05/01	TRANSFER	\$1	THE CORPORATION OF THE CITY OF PORT COLBORNE	NYON OIL INC.	C
SN433139	2015/05/01	NOTICE		NYON OIL INC.		C
REMARKS: FUELING AGREEMENT PTS 4, 11, 12 AND 13 ON PLAN 59R15310						
SN623192	2020/03/13	CHARGE		*** COMPLETELY DELETED *** NYON OIL INC.	ZAPFE HOLDINGS INC.	
SN655610	2020/12/22	CHARGE		*** COMPLETELY DELETED *** NYON OIL INC.	CANNECT MORTGAGE INVESTMENT CORPORATION	
SN660568	2021/02/05	CHARGE		*** COMPLETELY DELETED *** NYON OIL INC.	ZAPFE HOLDINGS INC.	
SN660569	2021/02/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** ZAPFE HOLDINGS INC.		

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LAND
REGISTRY
OFFICE #59

64456-0105 (LT)

PAGE 2 OF
PREPARED FOR rheera01
ON 2025/06/27 AT 09:56:31

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

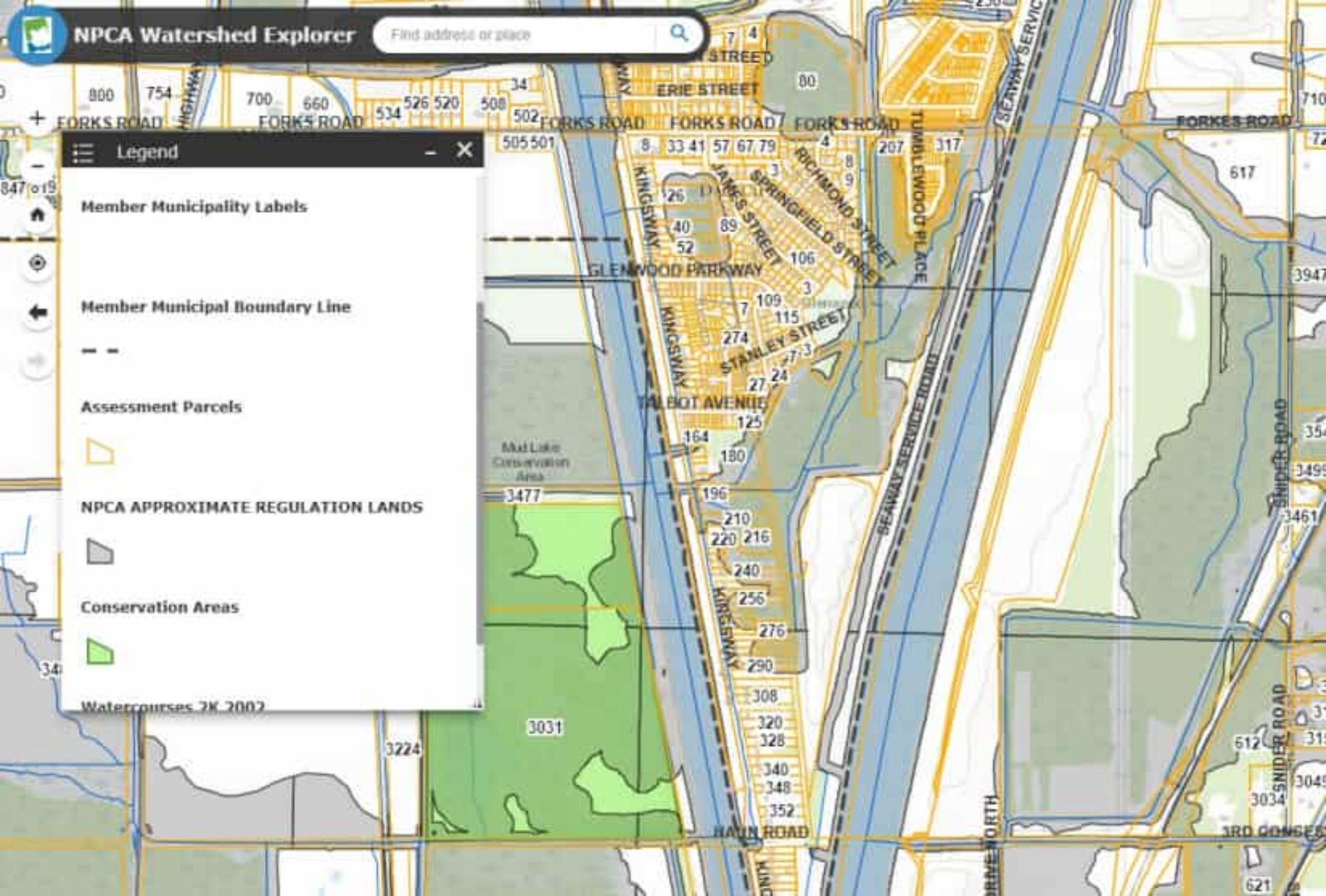
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: SN623192.				
SN660758	2021/02/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANNECT MORTGAGE INVESTMENT CORPORATION		
		REMARKS: SN655610.				
SN683936	2021/07/21	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
		REMARKS: TAX ARREARS CERT				
SN696313	2021/10/14	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF PORT COLBORNE		
		REMARKS: SN683936				
SN744232	2022/10/03	NOTICE		NYON OIL INC.		C
SN744233	2022/10/03	CHARGE		*** COMPLETELY DELETED *** 1170367 ONTARIO INC. NYON OIL INC. 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. NYON OIL MERCANTILE INC.	PILLAR CAPITAL CORP.	
SN744234	2022/10/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NYON OIL INC. 2459644 ONTARIO LTD. 2459646 ONTARIO LTD. 2459653 ONTARIO LTD. 1170367 ONTARIO INC. NYON OIL MERCANTILE INC.	PILLAR CAPITAL CORP.	
		REMARKS: SN744233.				
SN749473	2022/11/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** ZAPFE HOLDINGS INC.		
		REMARKS: SN660568.				
SN782770	2023/10/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** PILLAR CAPITAL CORP.		
		REMARKS: SN744233.				

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APPENDIX 15



APPENDIX 16



Legend

Member Municipality Labels

Member Municipal Boundary Line

Assessment Parcels

NPCA APPROXIMATE REGULATION LANDS

Conservation Areas

Watercourses 7K 2002

APPENDIX 17

Gordon Baker

From: James Ayres [james@jmayreslaw.com]
Sent: March-25-13 3:34 PM
To: Gordon Baker; brcarson11@gmail.com
Subject: FW: Hydro One Networks

From: Michael Melling [mailto:MichaelM@davieshowe.com]
Sent: March-26-13 2:15 PM
To: James Ayres
Cc: Tanya Naylor; Jules Calzavara
Subject: Re: Hydro One Networks

Jim -

I thought that they did, but they don't; the original information I was given was incorrect.

Kind regards,

M.

Sent from my iPad3. Business, meet pleasure.

On 2013-03-26, at 2:02 PM, "James Ayres" <james@jmayreslaw.com> wrote:

Michael,

Thank you for your prompt response.

I have reviewed your client's responses with my client and we distinctly recollect you saying your client had a draft R Plan, which you would pass on to us. Regrettably, Nyon does not have an R Plan for the lands your client wants to own.

Regardless, we are prepared to discuss matters at our meeting on Thursday.

Jim

Michael Melling
Direct Line: 416.263.4515
MichaelM@davieshowe.com

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From: Michael Melling [mailto:MichaelM@davieshowe.com]
Sent: March-25-13 3:22 PM
To: 'James Ayres'

Cc: Tom Richardson; Sara Premi; Suzanne Martin; Tanya Nayler; Jules Calzavara
Subject: Hydro One Networks
Importance: High

Without Prejudice

Jim –

Our client's responses are embedded below.

Kind regards,

M.

From: James Ayres [<mailto:james@jmayreslaw.com>]
Sent: March-22-13 7:26 PM
To: Michael Melling; Tanya Nayler; Jules Calzavara
Cc: Tom Richardson; Sara Premi; Suzanne Martin; Gordon Baker
Subject: Your client Hydro One Networks

Good evening Michael and Tanya,

In order to facilitate a fulsome discussion and possible resolution of the matters at our meeting on Thursday, my client would appreciate receiving the following documents and background materials ASAP and certainly in advance of our meeting on the 28th:

1. Your client's site surveys and draft R Plans;

Our client does not have a survey of the property (either in whole or in part), and it is unlikely that we will have a draft R-Plan by Thursday, although our client is working on one. We will need to discuss on Thursday on the basis of setbacks and known dimensions.

2. Your client's title search;

Hydro One will provide a copy of the Master Agreement and the Supplemental Agreement respecting its assets on the properties, which documents are self-explanatory. Due to the unique circumstances, a title search would not likely be helpful, and in any case, your client and the City take the position that the latter owns the lands in question, and either it or your client will be transferring them to our client either in freehold or by way of easement. Our client is content to proceed on this basis.

3. Any chronology regarding the Federal government's expropriation of the subject lands, and

Our client does not have a chronology, and in any event, see point 2.

4. Your client's understanding of the set-back requirements, including the Regulation relating thereto.

Our client will provide as soon as possible.

Would you also please provide the City with copies of same, through their solicitors, Sullivan Mahoney LLP, so as to expedite matters.

Will do,

I look forward to hearing from you.

Sincerely,

James Ayres
Barrister & Solicitor
71 Douglas Crescent
Toronto, ON M4W 2E6
416-738-0934
<http://www.jayreslaw.com>
*Certified by the Law Society of Upper Canada as
a specialist in environmental and municipal law.*

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Michael Melling
MichaelM@davieshowe.com
Direct Line: 416.263.4515



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Gordon Baker

From: James Ayres [james@jmayreslaw.com]
Sent: April-05-13 5:07 PM
To: Gordon Baker; brcarson11@gmail.com
Subject: Hydro One

Michael Melling left me a vm message as follows:

"the maxima that are being sought are as follows: for a twin circuit distribution line, a corridor inclusive of setbacks -100 metres, and that's the transmission line; for a single circuit transmission line, a corridor inclusive of setbacks 50 metres; and for a distribution line, same thing -10 metres. And I refer you to the Schedule dated September 8, 1975 to the Agreement that was sent to you prior to our meeting which shows, outlined in red, the location and type of each line. This should give your client an idea as to how much land is involved and what we are talking about."

James Ayres
Barrister & Solicitor
71 Douglas Crescent
Toronto, ON M4W 2E6
416-738-0934
<http://www.jmayreslaw.com>
*Certified by the Law Society of Upper Canada as
a specialist in environmental and municipal law.*

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DAVIES
HOWE
PATERSON
LLP

LAWYERS

One Financial Place
55 Spadina Ave.
Toronto, Ontario
M5V 3P1

T 416.597.0884
F 416.597.3931
davieshowe.com

Please refer to: **Michael Melling**
e-mail: michaelm@davieshowe.com
File No. 702645

June 28, 2013

Without Prejudice

By E-Mail Only to james@jmayreslaw.com

Mr. James Ayres
Barrister & Solicitor
71 Douglas Crescent
Toronto, Ontario
M4W 2E6

Dear Mr. Ayres:

**Re: Port Colborne Energy Park
Nyon Marine Fuelling Corporation ("Nyon")**

We are writing in response to letters from Nyon dated April 12 and 30, 2013, and the letter dated June 7 and 26 2013 from Mr. Gordon Baker on behalf of Nyon. Our client Hydro One Networks Inc. ("Hydro One") has been diligently working on the preparation of a survey and other matters, and is now in a position to respond to these letters.

As you are aware from our discussions, Hydro One and its predecessor entities have occupied the subject property since circa 1930. As you are also aware, a portion of the utility corridor was relocated in the mid-1970s further to the expropriation of the subject property by the St. Lawrence Seaway Authority.

As has been conveyed to you on several occasions previously, Hydro One reiterates that it does not harbour any intention to interfere with Nyon's commercial objectives, provided that they are compatible with Hydro One's interests as a licensed transmitter and distributor of electricity in the Province of Ontario.

Please also be assured that Hydro One is not attempting to obtain an easement by prescription; you may refer to s. 35 of the *Real Property Limitation Act*, R.S.O. 1990 c. L.15.

From the onset, Hydro One's aim has been - and continues to be - the conversion and registration of its property rights on the subject property in furtherance of its mandate to safely and reliably transmit and distribute electricity to the people of Ontario.

With regard to public safety, it is presumed that Nyon shares Hydro One's view that public safety is paramount and cannot be compromised. Hence, with respect to the placement of pipeline on the subject property, it is imperative that Nyon and Hydro One work together to determine appropriate setbacks and other mitigating measures as may be required. To that end, and to the extent that they have not already been provided, kindly forward full technical details of Nyon's plans along with proposed mitigation measures to Hydro One for its review.

Our client looks forward to commencing discussions to resolve the outstanding technical and real estate issues to ensure the appropriate development of the lands and the protection of our client's interests. To that end, perhaps it would be beneficial to convene an informal meeting with the relevant technical experts on a without-prejudice basis, and without counsel, to explore available options for the routing of the pipeline. With your consent, our client will contact your client directly to schedule such a meeting.

To assist with discussions regarding the resolution of Hydro One's property interests relating to the lands upon which its assets are located, and regarding applicable setbacks for Nyon's petroleum tanks and above ground pipelines, please find attached, and on a without-prejudice basis, a preliminary draft survey. When reviewing it, please note the following:

- 1) The setbacks from the metal towers situated on the northwest portion of the property are incorrectly described as 25 metres, as opposed to the 100 metres required by the site-specific zoning by-law presented to the Ontario Municipal Board for approval. The reference to 25 metres was the result of an error and, as such, the draft survey is not accurate in this regard.
- 2) There are five (5) distribution poles belonging to Hydro One Networks Inc. ("Hydro One") at or near the intersection of Forkes Rd and Canal Rd and not one (1) as originally understood.
- 3) There is a distribution circuit running north/south on parcel B west of and parallel to Hydro One's transmission circuits terminating at Hydro One's distribution poles described above. This distribution circuit is not owned by Hydro One, but rather by the local distribution company.

We trust that this information is helpful and provides a foundation on which to meet and discuss further. In the meantime, if you should have any questions or require additional information, please do not hesitate to contact me or our associate Tanya Nayler.



Davies
Howe
Partners
LLP

Page 3

Yours sincerely,
DAVIES HOWE PARTNERS LLP

per Michael Melling
MWM:tn

copy: Client

