June 28, 2019

Dear Applicant:

**Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 - FLR-52-2019**

On May 3, 2019, the Department of Fisheries and Land Resources (FLR) received your request for access to the following records:

“Please provide copies of all permits, licences and grants issued in 2018-2019 for land around or near Nine Island Pond/Colliers, including permits to burn and permits to cut under the Forestry Act.”

June 11, 2018 the request has been clarified to:

“Please provide copies of all permits, licences and grants issued in 2018-2019 for land within a five kilometre radius of the shores of Nine Island Pond and Black Duck Pond (they are both within the municipality of Colliers), including permits to burn and permits to cut issued under the Forestry Act. We do not require permits, licences and grants related to existing cabins on the shores of Nine Island Pond or Black Duck Pond.”

Please be advised that a decision has been made by the Deputy Minister for FLR to provide access to the requested information. Redactions have been made under Section 40 – Personal Privacy of the Access to Information Protection of Privacy Act, 2015 (ATIPPA). You will find a copy of responsive material attached.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P.O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that this letter will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement’s website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please contact me by telephone at 709-637-2354 or by email at Lisaneville@gov.nl.ca.

Sincerely,

Lisa Neville
ATIPP Coordinator

Right of access

8. (1) A person who makes a request under section 11 has a right of access to a record in the custody or under the control of a public body, including a record containing personal information about the applicant.

(2) The right of access to a record does not extend to information excepted from disclosure under this Act, but if it is reasonable to sever that information from the record, an applicant has a right of access to the remainder of the record.

(3) The right of access to a record may be subject to the payment, under section 25, of the costs of reproduction, shipping and locating a record.

Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.
(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;
(b) a decision respecting an extension of time under section 23;
(c) a variation of a procedure under section 24; or
(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45 (2).
LEASE
FOR AGRICULTURE

Under the provisions of Section 3 of the Lands Act, Her Majesty the Queen in Right of Newfoundland and Labrador (the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (the "Minister") does hereby LEASE and DEMISE unto

[Redacted]

in the Province of Newfoundland and Labrador (the "Lessee") his or her heirs, executors, administrators and assigns, ALL THAT piece or parcel of land situate and being at Colliers (the "demised premises"), as more particularly described in Schedule A and delineated in Schedule B attached hereto (which schedules are part of these presents), together with the appurtenances, EXCEPTING AND RESERVING nevertheless out of this present Lease to the Crown all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, salt, natural gas, naturally occurring oil and related hydrocarbons in and under the demised premises TO HAVE AND TO HOLD the demised premises unto the Lessee for the term of 50 years from the 31 day of October A.D. 2018, SUBJECT to the reservation, terms and conditions hereinafter set out;

Yielding and Paying unto the Crown, subject to the rental revision clause hereinafter appearing, as the price and consideration of the said Lease, the sum of $64.00 per year payable on the 31 day of October in each year, the first payment to be made on the execution of this Lease. This Lease is renewable upon application, subject to the terms and conditions in effect at the time of renewal;

PROVIDED ALWAYS that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule C of these presents;

PROVIDED ALWAYS that if the Lessee, his or her heirs, executors, administrators and assigns shall make default in the performance of any of the provisions or conditions herein contained then this Lease shall be null and void and the demised premises shall revert to the Crown and the Crown its servants or agents may immediately enter on and take possession of the same freed from all liability.

PROVIDED ALWAYS that the Lessee, his or her heirs, executors, administrators or assigns, hereby forever releases the Minister, his or her servants and agents, from any and all liability arising from or related to any defect and or omission that may be identified in the survey description and or plan attached hereto as Schedules A and B. The Lessee further agrees that he or she shall have no recourse against the Minister, his or her servants or agents, if the said survey description and or plan for the demised premises are found to be defective in any way.

PROVIDED ALWAYS that except for the demised premises, the issuance of this Lease by the Minister does not constitute an acknowledgment of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A and B.

PROVIDED ALSO that this present Lease is subject to a public path as identified in Schedules A and B of these presents. This lease does not convey exclusive use of the public path and the Lease holder shall not restrict or prevent public use of it.

AND it is further provided that this present Lease is located in the area of a mineral claim and future exploration and/or development shall not be impeded by the Lessee.
IN WITNESS WHEREOF the Parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Fisheries and Land Resources and
the Seal of the Department of Fisheries and Land Resources
was affixed on the 31 day of October, A.D. 2018.

in the presence of:

Witness

Minister

SIGNED AND SEALED

October, A.D. 2018.
Schedule “A”

All that piece or parcel of land situate and being at Colliers, NL. and being bounded and abutted as follows:

Beginning at a point in the southeastern limit of Nine Island Pond Road, twenty metres wide, said point being a capped iron bar having NAD 83 coordinates of North 5254 593.506 metres and East 283 845.515 metres of the three degree modified transverse mercator projection for the Province of Newfoundland and Labrador.

Thence running along the said southeastern limit of nine Island Pond Road, twenty Metres wide, North fifty-seven (57) degrees zero-six (06) minutes zero-four (04) seconds East, eighty-seven decimal four two zero (87.420) metres to a capped iron bar.

Thence running by Crown land
South seventy-one (71) degrees fifty-three (53) minutes forty-six (46) seconds East, sixty-one decimal one zero (61.110) metres to a capped iron bar.

Thence running by Crown land
South sixty-one (61) degrees fifty-nine (59) minutes twenty-six (26) seconds East, eighty-six decimal two four zero (86.240) metres to a capped iron bar.

Thence running by Crown land
North fifty-three (53) degrees fifty-two (52) minutes forty-one (41) seconds East, one hundred and sixteen decimal one nine (116.199) metres to a capped iron bar.

Thence running by Crown land
North forty-five (45) degrees zero-nine (09) minutes forty-six (46) seconds West, one hundred and twenty-two decimal zero two four (122.024) metres to a capped iron bar.

Thence running along the said southeastern limit of nine Island Pond Road, twenty Metres wide, North forty-eight (48) degrees fifty-three (53) minutes zero-five (05) seconds East, ninety decimal four nine zero (90.490) metres to a capped iron bar.

Thence running along the said southeastern limit of nine Island Pond Road, twenty Metres wide, North eighty-four (84) degrees forty-two (42) minutes thirteen (13) seconds East, forty-four decimal two three seven (44.237) metres to a capped iron bar.

Thence running along the said southeastern limit of nine Island Pond Road, twenty Metres wide, North sixty-four (64) degrees fifty-four (54) minutes zero-one (01) seconds East, sixty-seven decimal one two three (67.123) metres to a capped iron bar.

3
**Thence** running along the southwestern limit of a Local Road, twenty Metres wide, South forty-four (44) degrees twenty (20) minutes twenty-three (23) seconds East, thirty-seven decimal six four eight (37.648) metres to a capped iron bar.

**Thence** running along the said southeastern limit of a Local Road, twenty Metres wide, along the arc of a curve to the left with a radius of one hundred and four decimal three three seven (104.337) meters with a chord bearing and distance of South sixty (60) degrees twelve (12) minutes forty-nine (49) seconds East, sixty-six decimal eight five nine (66.859) metres to a capped iron bar.

**Thence** running along the said southeastern limit of a Local Road, twenty Metres wide, along the arc of a curve to the left with a radius of three hundred and sixty decimal seven one seven (360.717) meters with a chord bearing and distance of South eighty-three (83) degrees thirteen (13) minutes zero-six (06) seconds East, ninety decimal two zero eight (90.208) metres to a capped iron bar.

**Thence** running by Crown land application number 150611, South twenty-one (21) degrees thirty-seven (37) minutes fifty-nine (59) seconds East, one hundred and sixty-four decimal four two five (164.425) metres to a capped iron bar.

**Thence** running by Crown land application number 150611, South thirty-six (36) degrees fifty-nine (59) minutes zero-six (06) seconds West, one hundred and fourteen decimal six one five (114.615) metres to a capped iron bar.

**Thence** running by Crown land application number 150611, North eighty-seven (87) degrees thirty (30) minutes thirty-eight (38) seconds West, two hundred and five decimal two five seven (205.257) metres to a capped iron bar.

**Thence** running by Crown land application number 150611, South forty-three (43) degrees forty-four (44) minutes forty (40) seconds West, one hundred and three decimal three five six (103.356) metres to a capped iron bar.

**Thence** running by Crown land application number 150611, South seventy-four (74) degrees nineteen (19) minutes thirty-seven (37) seconds West, thirty-eight decimal zero three five (38.035) metres to a capped iron bar.

**Thence** running by Crown land application number 150611, South fifty-six (56) degrees forty (40) minutes fifty-three (53) seconds West, sixty-one decimal eight three nine (61.839) metres to a capped iron bar.
Thence running by Crown land application number 150611, South eighty-nine (89) degrees fifteen (15) minutes forty-nine (49) seconds West, forty-four decimal five zero eight (44.508) metres to a capped iron bar.

Thence running by Crown land application number 150611, South sixty-seven (67) degrees fifty-four (54) minutes twenty-three (23) seconds West, one hundred and forty-six decimal four eight (146.488) metres to a capped iron bar.

Thence running by Crown land application number 150611, South fifty-five (55) degrees twenty-three (23) minutes twenty-seven (27) seconds West, one hundred and thirty-six decimal three one seven (136.317) metres to a capped iron bar.

Thence running by Crown land application number 150611, South sixty-one (61) degrees forty-five (45) minutes fifty-three (53) seconds West, ninety-one decimal nine five one (91.951) metres to a capped iron bar.

Thence running by Crown land application number 150611, South eighty-four (84) degrees twelve (12) minutes zero-two (02) seconds West, eight decimal six seven two (8.672) metres to a capped iron bar.

Thence running along the northeastern limit of Walsh’s Lane, twenty Metres wide, North twenty-six (26) degrees twenty-six (26) minutes forty-nine (49) seconds West, thirty-three decimal seven one seven (33.717) metres to a capped iron bar.

Thence running along the northeastern limit of Walsh’s Lane, twenty Metres wide, North eleven (11) degrees forty-two (42) minutes thirty (30) seconds West, fifty-seven decimal zero four three (57.043) metres to a capped iron bar.

Thence running by Crown land
North sixty-seven (67) degrees thirty-nine (39) minutes zero-two (02) seconds East, four hundred and thirty-five decimal eight three nine (435.839) metres to a capped iron bar.

Thence running by Crown land
North fifty-seven (57) degrees thirty-five (35) minutes eighteen (18) seconds West, two hundred and sixteen decimal nine five seven (216.957) metres to the point of beginning.

The above described land contains an area of fifteen decimal zero zero one (15.001) hectares, more or less and is more particularly shown and delineated on Schedule “B” attached.

All bearings being referred to the meridian of 53 degrees west longitude, Zone 1.
The above described land being subject, nevertheless, to a Public Path, three decimal zero zero metres wide (3.00), said path as delineated on attached plan.

Application No. 147045
January 15, 2018
GRANT

Under the provisions of subsection (1) of Section 4 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the “Crown”) represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (hereinafter called the “Minister”) does hereby GIVE AND GRANT unto

[Redacted]

in the Province of Newfoundland and Labrador (hereinafter called the “Grantee”) their heirs, executors, administrators and assigns for the purpose of Extension to private property to expand septic system ALL THAT piece or parcel of land situate and being at Brigus Junction, as more particularly described in Schedule A and delineated on Schedule B attached hereto (which schedules form part of these presents), together with all appurtenances, EXCEPTING AND RESERVING nevertheless to the Crown out of this present Grant all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, salt, coal, natural gas, naturally occurring oil and related hydrocarbons in and under the said piece or parcel of land TO HAVE AND TO HOLD (except as before excepted) unto the said Grantee, their heirs, executors, administrators and assigns for the said purpose forever;

Yielding and paying unto the Crown as the price and consideration of the said land the sum of $5,400.00 at the time of signing and delivery thereof.

Provided that this present Grant is also upon the condition that the said land shall be held under and subject to all regulations and provisions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland and Labrador.

Provided also that this grant is subject to the condition that the land hereby demised shall not be subdivided or used for any purpose other than Extension to private property to expand septic system without the consent of the Minister of Fisheries and Land Resources and then only on such terms and conditions as the Minister may prescribe.

And it is further provided that in consideration of the issuance of this Grant by the Minister and the Government of Newfoundland and Labrador, the Grantee, their heirs, executors, administrators and assigns hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the land herein described or any buildings and erections thereon by the Grantee in connection with the occupancy or use of the same by the Grantee or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same except and to the extent that such claims, damages, losses, costs and charges arise or are caused by the negligence of any servant or agent of the Minister and the Government of Newfoundland and Labrador while acting within the scope of her/his duties or employment. The Covenants of the Grantee for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the land herein described or in connection therewith by the Grantee, their servants or agents, and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

And it is further provided that, in case the Grantee, their heirs, executors, administrators, or assigns shall make default in the performance of any of the provisions or conditions herein contained, including an unauthorized use of the said lands, then the Crown shall have the right of re-entry which right shall not affect any right of action arising from this Grant.
AND it is further provided that the Grantee, their heirs, executors, administrators or assigns hereby forever releases the Minister, his or her servants and agents, from any and all liability arising from or related to any defect and/or omission that may be identified in the survey description and/or plan attached hereto as Schedules A and B. The Grantee further agrees that they shall have no recourse against the Minister, his or her servants or agents, if the said survey description and/or plan for the demised land are found to be defective in any way.

AND it is further provided that except for the land hereby granted, the issuance of this Grant by the Minister of Fisheries and Land Resources does not constitute an acknowledgement of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A and B.

IN WITNESS WHEREOF the Parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Fisheries and Land Resources and
the Seal of the Department of Fisheries and Land Resources
was affixed on the 13 day of March
A.D. 2018.

Witness

Minister of Fisheries and Land Resources

SIGNED AND SEALED
by the Grantee on the 8 day of March
A.D. 2018.

Witness

Witness

ANDREW J. HARDY
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador.
My commission expires on the 31st day of December 2021.

ANDREW J. HARDY
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador.
My commission expires on the 31st day of December 2021.
All that piece or parcel of land situate and being at Junction Park, Brigus Junction, Newfoundland and Labrador in the electoral district of Placentia-St. Mary’s bounded and abutted as follows, that is to say;
Beginning at a survey marker in the southerly limit of the Main Road (15.00 metres wide) Brigus Junction the said point being the northwestern most angle of the herein described parcel and having coordinates of north 5251440.634 metres and east 281526.625 metres;
Thence running along the southerly limit of the Main Road in Brigus Junction Park south fifty one degrees forty five minutes zero zero seconds east (S51°45'00"E) a distance of ten decimal zero zero (10.00) metres to a survey marker;
Thence running by Crown Land south forty three degrees thirty one minutes zero three seconds west (S43°31'03"W) a distance of ninety three decimal nine zero one (93.901) metres to a survey marker;
Thence turning and running by Crown land north fifty one degrees forty five minutes zero zero seconds west (N51°45'00"W) a distance of fifteen decimal six zero four (15.604) metres to a survey marker;
Thence turning and running by land of [redacted] in registration No. 56381 north forty six degrees fifty four minutes zero zero seconds east (N46°54'00"E) a distance of ninety four decimal five eight zero (94.580) metres, more or less, to the point of beginning and being more particularly shown and delineated on the attached plan and containing an area of 1197.0 square metres, more or less;
All bearings are referred to the meridian of fifty three degrees west longitude of the Three Degree Transverse Mercator Projection, Zone 1 Nad 83 for the Province of Newfoundland and Labrador.

Application No. 148205

July 21, 2017
LEASE
FOR AGRICULTURE

Under the provisions of Section 3 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby LEASE and DEMISE unto [redacted]

in the Province of Newfoundland and Labrador (hereinafter called the "Lessee") his or her heirs, executors, administrators and assigns ALL THAT piece or parcel of land situate and being at Avondale (hereinafter called the "demised premises"), as more particularly described in Schedule A and delineated in Schedule B attached hereto (which schedules are part of these presents), together with the appurtenances, EXCEPTING AND RESERVING nevertheless out of this present Lease to the Crown all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, salt, natural gas, naturally occurring oil and related hydrocarbons in and under the demised premises TO HAVE AND TO HOLD the demised premises unto the Lessee for the term of 50 years from the \40\ day of May A.D. 2018, SUBJECT to the reservation, terms and conditions hereinafter set out;

YIELDING AND PAYING unto the Crown, subject to the rental revision clause hereinafter appearing, as the price and consideration of the said Lease, the sum of $32.00 per year payable on the \40\ day of May in each year, the first payment to be made on the execution of this Lease. This Lease is renewable upon application, subject to the terms and conditions in effect at the time of renewal;

PROVIDED ALWAYS that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule C of these presents;

PROVIDED ALWAYS that if the Lessee, his or her heirs, executors, administrators and assigns shall make default in the performance of any of the provisions or conditions herein contained then this Lease shall be null and void and the demised premises shall revert to the Crown and the Crown its servants or agents may immediately enter on and take possession of the same freed from all liability.

PROVIDED ALWAYS that the Lessee, his or her heirs, executors, administrators or assigns hereby forever releases the Minister, his or her servants and agents, from any and all liability arising from or related to any defect and or omission that may be identified in the survey description and or plan attached hereto as Schedules A and B. The Lessee further agrees that he or she shall have no recourse against the Minister, his or her servants or agents, if the said survey description and or plan for the demised premises are found to be defective in any way.

PROVIDED ALWAYS that except for the demised premises, the issuance of this Lease by the Minister does not constitute an acknowledgment of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A and B.
IN WITNESS WHEREOF the Parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Fisheries and Land Resources and
the Seal of the Department of Fisheries and Land Resources
was affixed on the 11th day of May A.D. 2018
in the presence of:

Witness

Minister of Fisheries and Land Resources

SIGNED AND SEALED
by the Lessee on the 24th day of April A.D. 2018
in the presence of:

Witness

DAVID VINCENT
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador.
All that piece or parcel of land situate and being at Avondale, abutted and bounded as follows, that is to say;
Beginning at a survey marker in the southerly limit of Dock Ridge Road (20.12 metres wide) the said point being the northeastern most angle of the herein described parcel and having coordinates of north 5252948.584 metres and east 287975.605 metres;
Thence running by Crown land leased to [Redacted] in title No. 149295 and Crown land south twenty one degrees forty one minutes twenty five seconds east (S21°41'25"E) a distance of six hundred thirty decimal three seven four (630.374) metres to a survey marker;
Thence running by Crown land north eighty degrees twenty eight minutes fifty seconds west (N80°28'50"W) a distance of one hundred forty six decimal zero nine two (146.092) metres to a survey marker;
Thence running by Crown Land north twenty degrees forty minutes thirty seconds west (N20°44'30"W) a distance of two hundred thirty eight decimal six nine one (238.691) metres to a survey marker;
Thence running by Crown land north forty seven degrees nineteen minutes twenty seven seconds west (N47°19'27"W) two hundred eight decimal eight nine four (208.894) metres;
Thence turning and running along the southerly limit of Dock Ridge Road (20.12 metres wide) north forty three degrees fifty five minutes forty five seconds east (N43°55'45"E) one hundred thirty five decimal three five (135.35) metres to a survey marker;
Thence running along the southerly limit of Dock Ridge Road north twenty nine degrees zero seven minutes twenty three seconds east (N29°07'23"E) one hundred thirteen decimal six five (113.65) metres, more or less, to the point of beginning and being more particularly shown and delineated on the attached plan, and containing an area of seven decimal seven (7.7) Hectares, more or less;
All bearings are referred to the meridian of fifty three degrees west longitude of the Three degree Transverse Mercator Projection, Zone 1, Nad 83 for the Province of Newfoundland and Labrador

Application No. 149914

July 18, 2017
LEASE
FOR AGRICULTURE

WHEREAS the hereinafter more particularly described piece or parcel of land, described in Schedule A and delineated in Schedule B attached hereto (which Schedules shall form part of these presents) were granted to FRANCIS W. MCCUE on November 4, 1960 by Crown Grant #22459 and were subsequently conveyed back to the Crown by Francis W. McCue on February 1st, 2011, by Deed of Conveyance, registration # 467490.

Under the provisions of Section 3 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Fisheries & Land Resources for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby LEASE and DEMISE unto

in the Province of Newfoundland and Labrador (hereinafter called the "Lesse") his or her heirs, executors, administrators and assigns ALL THAT piece or parcel of land situate and being at Marysvale (hereinafter called the "demised premises"), as more particularly described in Schedule A and delineated in Schedule B attached hereto (which schedules are part of these presents), together with the appurtenances, EXCEPTING AND RESERVING nevertheless out of this present Lease to the Crown all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, salt, natural gas, naturally occurring oil and related hydrocarbons in and under the demised premises TO HAVE AND TO HOLD the demised premises unto the Lessee for the term of 50 years from the 21st day of January A.D. 2018, SUBJECT to the reservation, terms and conditions hereinafter set out;

YIELDING AND PAYING unto the Crown, subject to the rental revision clause hereinafter appearing, as the price and consideration of the said Lease, the sum of $20.00 per year payable on the 21st day of January in each year, the first payment to be made on the execution of this Lease. This Lease is renewable upon application, subject to the terms and conditions in effect at the time of renewal;

PROVIDED ALWAYS that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule C of these presents;

PROVIDED ALWAYS that if the Lessee, his or her heirs, executors, administrators and assigns shall make default in the performance of any of the provisions or conditions herein contained then this Lease shall be null and void and the demised premises shall revert to the Crown and the Crown its servants or agents may immediately enter on and take possession of the same freed from all liability.

PROVIDED ALWAYS that the Lessee, his or her heirs, executors, administrators or assigns hereby forever releases the Minister, his or her servants and agents, from any and all liability arising from or related to any defect and or omission that may be identified in the survey description and or plan attached hereto as Schedules A and B. The Lessee further agrees that he or she shall have no recourse against the Minister, his or her servants or agents, if the said survey description and or plan for the demised premises are found to be defective in any way.

PROVIDED ALWAYS that except for the demised premises, the issuance of this Lease by the Minister does not constitute an acknowledgment of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A and B.
IN WITNESS WHEREOF the Parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Fisheries & Land Resources and
the Seal of the Department of Fisheries & Land Resources
was affixed on the 22 day of \[\text{July}\] A.D. 2015
in the presence of:

Witness

Minister of Fisheries & Land Resources

SIGNED AND SEALED
by the Lessee on the 20th day of December A.D. 2017
in the presence of:

[Redacted] [Redacted]
Schedule “A”

All that piece or parcel of land situate and being west of the main road through Marysvale, Conception Bay, abutted and bounded as follows, that is to say;

Beginning at a survey marker in the north east corner of the said parcel, said marker being distant fifteen hundred and sixty nine decimal two four two (1569.242) meters as measured on a bearing of south six degrees twenty three minutes fifty seconds east (S 06°23'50"E) from Control Monument number 87G4206;

Thence running by lands granted by the crown to as registered under vol. 126, fol. 59 south twenty three degrees fifty five minutes six seconds east (S 23°55'06"E) one hundred and twenty one decimal nine two zero (121.920) meters to a survey marker;

Thence running by crown land south sixty six degrees zero four minutes fifty four seconds west (S 66°04'54"W) three hundred and thirty five decimal two eight zero (335.280) meters to a survey marker;

Thence running by crown land north twenty three degrees fifty five minutes six seconds west (N 23°55'06"W) one hundred and twenty one decimal nine two zero (121.920) meters to a survey marker;

Thence running by land leased by the crown to under crown land lease No. 86847 north sixty six degrees zero four minutes fifty four seconds east (N 66°04'54"E) two hundred and nine decimal seven two seven (209.727) meters to a survey marker;

Thence running by crown land north sixty six degrees zero four minutes fifty four seconds east (N 66°04'54"E) one hundred and twenty five decimal five three (125.553) meters more or less, to the point of beginning and being more particularly shown and delineated on the attached plan;

The above described parcel contains an area of four decimal zero eight eight (4.088) ha. more or less;

All bearings being referenced to the meridian of fifty three degrees west longitude of the Three Degree Modified Transverse Mercator Projection System, Zone one for the province of Newfoundland & Labrador.

April 11, 2011

[Signature]
LEASE
FOR AGRICULTURE

Under the provisions of Section 3 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby LEASE and DEMISE unto

in the Province of Newfoundland and Labrador (hereinafter called the "Lessee") his or her heirs, executors, administrators and assigns ALL THAT piece or parcel of land situate and being at Near the Town of Colliers (hereinafter called the "demised premises"), as more particularly described in Schedule A and delineated in Schedule B attached hereto (which schedules are part of these presents), together with the appurtenances, EXCEPTING AND RESERVING nevertheless out of this present Lease to the Crown all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, salt, natural gas, naturally occurring oil and related hydrocarbons in and under the demised premises TO HAVE AND TO HOLD the demised premises unto the Lessee for the term of 50 years from the day of A.D. , SUBJECT to the reservation, terms and conditions hereinafter set out;

YIELDING AND PAYING unto the Crown, subject to the rental revision clause hereinafter appearing, as the price and consideration of the said Lease, the sum of $492.00 per year payable on the day of in each year, the first payment to be made on the execution of this Lease. This Lease is renewable upon application, subject to the terms and conditions in effect at the time of renewal;

PROVIDED ALWAYS that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule C of these presents;

PROVIDED ALWAYS that if the Lessee, his or her heirs, executors, administrators and assigns shall make default in the performance of any of the provisions or conditions herein contained then this Lease shall be null and void and the demised premises shall revert to the Crown and the Crown its servants or agents may immediately enter on and take possession of the same freed from all liability.

PROVIDED ALWAYS that the Lessee, his or her heirs, executors, administrators or assigns hereby forever releases the Minister, his or her servants and agents, from any and all liability arising from or related to any defect and or omission that may be identified in the survey description and or plan attached hereto as Schedules A and B. The Lessee further agrees that he or she shall have no recourse against the Minister, his or her servants or agents, if the said survey description and or plan for the demised premises are found to be defective in any way.

PROVIDED ALWAYS that except for the demised premises, the issuance of this Lease by the Minister does not constitute an acknowledgment of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A and B.
IN WITNESS WHEREOF the Parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Fisheries and Land Resources and
the Seal of the Department of Fisheries and Land Resources
was affixed on the 09 day of January, A.D. 2016.
in the presence of:

Witness

Minister of Fisheries and Land Resources

SIGNED AND SEALED
by the Lessee on the 01st day of January, A.D. 2019.
in the presence of:

Witness

40(1)
All that piece or parcel of land situate and being near the Town of Colliers, in the Provincial Electoral District of Harbour Main, in the Province of Newfoundland and Labrador, abutted and bounded as follows, that is to say:

Beginning at a point in the westerly limit of Roaches Line (Route 70), thirty (30) metres wide, said point having grid coordinates, NAD 83, of North 5256893.210 metres and East 282148.903 metres for the Modified Three Degree Transverse Mercator Projection System for the Province of Newfoundland and Labrador;

Thence along the westerly limit of Roaches Line (Route 70), thirty (30) metres wide, South eighteen degrees twenty-seven minutes fifty seconds West (S18°27'50"W) one hundred thirty decimal two three two (130.232) metres;

Thence along the westerly limit of Roaches Line (Route 70), thirty (30) metres wide, South nine degrees fifty-six minutes zero four seconds West (S9°56'04"W) seventy-six decimal one two one (76.121) metres;

Thence along Crown Land North eighty degrees fifty-four minutes seventeen seconds West (N80°54'17"W) two hundred twenty-seven decimal three six (227.366) metres;

Thence along Crown Land South eleven degrees twenty-two minutes ten seconds East (S11°22'10"E) one hundred fifty-three decimal one six three (153.163) metres;

Thence along Crown Land South sixty-seven degrees zero two minutes fifty-three seconds West (S67°02'53"W) five hundred seventy decimal four two seven (570.427) metres;

Thence across an ATV Trail South sixty-seven degrees zero two minutes fifty-three seconds West (S67°02'53"W) five decimal four zero one (5.401) metres;

Thence along Crown Land South sixty-seven degrees zero two minutes fifty-three seconds West (S67°02'53"W) sixty-six decimal five nine seven (66.597) metres;

Thence along the easterly limit of Veteran’s Memorial Highway (Route 75), ninety (90) metres wide, North eleven degrees thirty-five minutes fifty-six seconds West (N11°35'56"W) six hundred forty-seven decimal five zero eight (647.508) metres;

Thence across an Abandoned Gravel Road North eleven degrees thirty-five minutes fifty-six seconds West (N11°35'56"W) nine decimal one four nine (9.149) metres;

Thence along the easterly limit of Veteran's Memorial Highway (Route 75), ninety (90) metres wide, North eleven degrees thirty-five minutes fifty-six seconds West (N11°35'56"W) one hundred six decimal eight five five (106.855) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles South eighty-four degrees thirty-two minutes sixteen seconds East (S84°32'16"E) seven decimal seven eight three (7.783) metres;
Thence across an Abandoned Gravel Road South eighty-four degrees thirty-two minutes sixteen seconds East (S84°32'16"E) thirteen decimal two two zero (13.220) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles South eighty-four degrees thirty-two minutes sixteen seconds East (S84°32'16"E) one hundred twelve decimal nine eight nine (112.989) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles South thirty-three degrees twenty minutes sixteen seconds East (S33°20'16"E) twenty-two decimal six seven three (22.673) metres;

Thence across an Abandoned Gravel Road South thirty-three degrees twenty minutes sixteen seconds East (S33°20'16"E) thirteen decimal three two zero (13.320) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles South thirty-three degrees twenty minutes sixteen seconds East (S33°20'16"E) one hundred three decimal five three four (103.534) metres;

Thence along Crown Land, occupied by Smallwood Farms Inc., South sixty-eight degrees zero six minutes forty-five seconds West (S68°06'45"W) thirty-five decimal one one nine (35.119) metres;

Thence along Crown Land, occupied by Smallwood Farms Inc., South twenty-three degrees fifty-seven minutes forty-five seconds West (S23°57'45"W) forty-eight decimal one nine two (48.192) metres;

Thence along Crown Land, occupied by Smallwood Farms Inc., North eighty-eight degrees twenty-four minutes twenty-one seconds East (N88°24'21"E) twelve decimal six five seven (12.657) metres;

Thence across an ATV Trail North eighty-eight degrees twenty-four minutes twenty-one seconds East (N88°24'21"E) seven decimal four zero eight (7.408) metres;

Thence along Crown Land, occupied by Smallwood Farms Inc., North eighty-eight degrees twenty-four minutes twenty-one seconds East (N88°24'21"E) thirty-six decimal zero one nine (36.019) metres;

Thence along Crown Land, occupied by Smallwood Farms Inc., North sixty-seven degrees twenty-one minutes forty seconds East (N67°21'40"E) forty-eight decimal zero six five (48.065) metres;

Thence along Crown Land, occupied by Smallwood Farms Inc., North thirty-three degrees fifty-eight minutes twenty seconds East (N33°58'20"E) sixty-five decimal one eight eight (65.188) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles North sixty-six degrees twelve minutes forty-four seconds East (N66°12'44"E) one hundred eighty decimal nine one four (180.914) metres;
Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles North thirty-three degrees thirty-eight minutes forty-four seconds East (N33°38'44"E) ninety-six decimal nine four zero (96.940) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles South sixty-five degrees fifty minutes sixteen seconds East (S65°50'16"E) ninety-four decimal eight nine six (94.896) metres;

Thence along the southerly limit of Third Gully Road, ten decimal zero six (10.06) metres wide, South seventy degrees zero zero minutes sixteen seconds East (S70°00'16"E) ten decimal zero six zero (10.060) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles South seventy degrees zero zero minutes sixteen seconds East (S70°00'16"E) forty-eight decimal four zero nine (48.409) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles South fifty-five degrees forty-six minutes sixteen seconds East (S55°46'16"E) twenty-five decimal six six seven (25.667) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles North eighty-seven degrees thirty-six minutes forty-four seconds East (N87°36'44"E) twenty-five decimal one four nine (25.149) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles South thirty-one degrees twenty-one minutes sixteen seconds East (S31°21'16"E) twenty-five decimal two seven one (25.271) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles South sixty-five degrees twenty-four minutes sixteen seconds East (S65°24'16"E) one hundred twenty decimal seven one six (120.716) metres;

Thence along land granted by the Crown to [redacted] and being registered in Volume SG3 Folio 170 in the Registry of Crown Titles South sixty-four degrees zero seven minutes sixteen seconds East (S64°07'16"E) one hundred eighty-seven decimal eight zero nine (187.809) metres, more or less to the point of beginning;

Reserving nevertheless out of the above described piece or parcel of land, the land underneath a brook and a reservation of fifty (50) metres on either side thereof in favor of Her Majesty the Queen in Right of the Government of Newfoundland and Labrador, the said brook and reservation being more clearly shown on the attached plan;

Reserving nevertheless out of the above described piece or parcel of land, an ATV Trail, the said ATV Trail being more clearly shown on the attached plan;
Reserving nevertheless out of the above described piece or parcel of land, several Abandoned Gravel Roads, the said Abandoned Gravel Roads being more clearly shown on the attached plan;

The above described piece or parcel of land containing an area of forty-four decimal one one six seven (44.1167) hectares, more or less, and being more particularly shown and delineated on the attached plan;

All bearings being referred to the central meridian of fifty-three (53) degrees west longitude, zone one (1), of the above mentioned projection system.

Application No. 150220
Land Gazette No. BE6NA4
SCHEDULE A
PARCEL 2

May 12, 2017

All that piece or parcel of land situate and being near the Town of Colliers, in the Provincial Electoral District of Harbour Main, in the Province of Newfoundland and Labrador, abutted and bounded as follows, that is to say:

Beginning at a point in the westerly limit of Roaches Line (Route 70), thirty (30) metres wide, said point having grid coordinates, NAD 83, of North 5256465.952 metres and East 282060.931 metres for the Modified Three Degree Transverse Mercator Projection System for the Province of Newfoundland and Labrador;

Thence along the westerly limit of Roaches Line (Route 70), thirty (30) metres wide, South eight degrees twenty one minutes nineteen seconds West (S8°21’19”W) three hundred fifty-three decimal six eight eight (353.688) metres;

Thence along the westerly limit of Roaches Line (Route 70), thirty (30) metres wide, South thirteen degrees fifty-five minutes forty-two seconds West (S13°55’42”W) four hundred forty-one decimal two two five (441.225) metres;

Thence along the northerly limit of an ATV trail North seventy-three degrees forty-five minutes zero seven seconds West (N73°45’07”W) twenty-two decimal zero nine four (22.094) metres;

Thence along the northerly limit of an ATV trail North seventy-eight degrees thirty-four minutes forty-three seconds West (N78°34’43”W) fifteen decimal zero one three (15.013) metres;

Thence along the northerly limit of an ATV trail North eighty-one degrees fifty-three minutes thirty-five seconds West (N81°53’35”W) sixty-eight decimal four nine six (68.496) metres;

Thence along the northerly limit of an ATV trail South eighty-seven degrees twenty-eight minutes forty-seven seconds West (S87°28’47”W) fifty-eight decimal nine two three (58.923) metres;

Thence along the northerly limit of an ATV trail South eighty-one degrees zero eight minutes twenty-nine seconds West (S81°08’29”W) fourteen decimal six three seven (14.637) metres;
Thence along the northerly limit of an ATV trail South seventy-three degrees forty-one minutes fifty-eight seconds West (S73°41'58"W) twenty-six decimal four four zero (26.440) metres;

Thence along the northerly limit of an ATV trail South eighty degrees twenty-three minutes thirty-one seconds West (S80°23'31"W) fifty-six decimal seven six five (56.765) metres;

Thence along the northerly limit of an ATV trail South seventy-one degrees thirteen minutes eleven seconds West (S71°13'11"W) fifty-four decimal seven eight five (54.785) metres;

Thence along the northerly limit of an ATV trail South eighty-seven degrees forty-eight minutes twenty-eight seconds West (S87°48'28"W) twenty decimal eight two two (20.822) metres;

Thence along the northerly limit of an ATV trail North seventy-seven degrees zero two minutes twenty-six seconds West (N77°02'26"W) twenty-one decimal five one three (21.513) metres;

Thence along the northerly limit of an ATV trail North sixty-six degrees twenty-one minutes forty-four seconds West (N66°21'44"W) twenty-eight decimal zero two one (28.021) metres;

Thence along the northeasterly limit of an ATV trail North forty-nine degrees fifty-one minutes zero five seconds West (N49°51'05"W) twenty-seven decimal four four five (27.445) metres;

Thence along the northeasterly limit of an ATV trail North thirty degrees fifty-three minutes thirty-eight seconds West (N30°53'38"W) forty-one decimal two seven nine (41.279) metres;

Thence along the northeasterly limit of an ATV trail North thirty-five degrees forty minutes fifty-eight seconds West (N35°40'58"W) eighty-one decimal zero zero (81.000) metres;

Thence along the northeasterly limit of an ATV trail North fifty degrees twenty-eight minutes thirty-two seconds West (N50°28'32"W) twenty-nine decimal six nine eight (29.698) metres;
Thence along the easterly limit of Veteran's Memorial Highway (Route 75), ninety (90) metres wide, North eleven degrees thirty-five minutes fifty-six seconds West (N11°35'56"W) ninety-nine decimal two four seven (99.247) metres;

Thence along Crown Land North fifty-two degrees fifty-six minutes forty-four seconds East (N52°56'44"E) four hundred forty-eight decimal six zero one (448.601) metres;

Thence along the sinuosities of a shoreline reservation, fifty (50) metres wide, for the waters of a local pond for a distance of two hundred ninety-nine decimal eight nine (299.89) metres, more or less, to a point, the said point being distant two hundred seventy-six decimal four zero eight (276.408) metres as measured on a bearing of North twenty-four degrees forty-one minutes fifty seconds East (N24°41'50"E) from the last mentioned point;

Thence along Crown Land North twenty-five degrees thirty minutes fifty seconds East (N25°30'50"E) twenty-eight decimal zero two six (28.026) metres;

Thence along Crown Land North eighty-nine degrees twenty-seven minutes twenty-seven seconds East (N89°27'27"E) one hundred eighty-two decimal zero three nine (182.039) metres, more or less to the point of beginning;

The above described piece or parcel of land containing an area of twenty-eight decimal three three six nine (28.3369) hectares, more or less, and being more particularly shown and delineated on the attached plan;

All bearings being referred to the central meridian of fifty-three (53) degrees west longitude, zone one (1), of the above mentioned projection system.

Application No. 150220
Land Gazette No. HQZMX9
SCHEDULE A
PARCEL 3

June 26, 2017

All that piece or parcel of land situate and being near the Town of Colliers, in the Provincial
Electoral District of Harbour Main, in the Province of Newfoundland and Labrador, abutted and
bounded as follows, that is to say:

Beginning at a point in the easterly limit of Roaches Line (Route 70), thirty (30) metres wide,
said point having grid coordinates, NAD 83, of North 5255729.024 metres and East 281944.453
metres for the Modified Three Degree Transverse Mercator Projection System for the Province
of Newfoundland and Labrador;

Thence along the easterly limit of Roaches Line (Route 70), thirty (30) metres wide, North
thirteen degrees fifty-five minutes forty-nine seconds East (N13°55’49”E) three hundred ninety-
two decimal eight two nine (392.829) metres;

Thence along the easterly limit of Roaches Line (Route 70), thirty (30) metres wide, North eight
degrees twenty-one minutes nineteen seconds East (N8°21’19”E) four hundred eleven decimal
six zero three (411.603) metres;

Thence along Crown Land, North fifty-three degrees fifty-four minutes zero one seconds East
(N53°54’01”E) three hundred ninety-seven decimal nine six three (397.963) metres;

Thence along Crown Land, North twenty-nine degrees zero zero minutes fifty-two seconds West
(N29°00’52”W) ninety-two decimal five nine one (92.591) metres;

Thence along Crown Land, South seventy-three degrees thirty-four minutes thirty seconds West
(S73°34’30”W) two hundred forty-eight decimal seven zero two (248.702) metres;

Thence along the easterly limit of Roaches Line (Route 70), thirty (30) metres wide, North
eighteen degrees twenty-eight minutes zero five seconds East (N18°28’05”E) one hundred
twenty-four decimal seven two three (124.723) metres;

Thence along the easterly limit of Roaches Line (Route 70), thirty (30) metres wide, North
twenty-one degrees fifty-six minutes forty-nine seconds East (N21°56’49”E) one hundred fifty-
four decimal five five six (154.556) metres;

Thence along the southerly limit of Turks Gut Road, twenty decimal one one seven (20.117)
metres wide, South seventy-six degrees fifty-four minutes forty-six seconds East (S76°54’46”E)
twenty-four decimal eight four one (24.841) metres;
Thence curving, concave to the northwest, along the southwesterly limit of Turks Gut Road, twenty decimal one one seven (20.117) metres wide, for a distance of eighty seven decimal three four eight (87.348) metres, more or less, to a point, the said point being distant eighty-three decimal three two one (83.321) metres as measured on a bearing of North seventy-two degrees thirteen minutes forty-one seconds East (N72°13'41"E) from the last mentioned point;

Thence along the southeasterly limit of Turks Gut Road, twenty decimal one one seven (20.117) metres wide, North forty-four degrees zero eight minutes fifty-eight seconds East (N44°08'58"E) twenty-six decimal one seven two (26.172) metres;

Thence curving, concave to the south, along the southerly limit of Turks Gut Road, twenty decimal one one seven (20.117) metres wide, for a distance of forty-seven decimal one zero seven (47.107) metres, more or less, to a point, the said point being distant forty-one decimal five seven one (41.571) metres as measured on a bearing of North eighty-eight degrees twenty-five minutes twenty-five seconds East (N88°25'25"E) from the last mentioned point;

Thence along the southwesterly limit of Turks Gut Road, twenty decimal one one seven (20.117) metres wide, South forty-nine degrees thirty-eight minutes forty-one seconds East (S49°38'41"E) fifteen decimal five nine seven (15.597) metres;

Thence curving, concave to the northeast, along the southerly limit of Turks Gut Road, twenty decimal one one seven (20.117) metres wide, for a distance of thirty decimal one one eight (30.118) metres, more or less, to a point, the said point being distant twenty-nine decimal five two three (29.523) metres as measured on a bearing of South seventy degrees fifty-five minutes fifty-nine seconds East (S70°55'59"E) from the last mentioned point;

Thence curving, concave to the south, along the southerly limit of Turks Gut Road, twenty decimal one one seven (20.117) metres wide, for a distance of eighty-four decimal five two zero (84.520) metres, more or less, to a point, the said point being distant eighty-three decimal seven eight six (83.786) metres as measured on a bearing of South seventy-seven degrees forty-four minutes forty-four seconds East (S77°44'44"E) from the last mentioned point;

Thence along the southwesterly limit of Turks Gut Road, twenty decimal one one seven (20.117) metres wide, South thirty-nine degrees zero six minutes twenty-one seconds East (S39°06'21"E) thirty-four decimal five six two (34.562) metres;

Thence along the southwesterly limit of Turks Gut Road, twenty decimal one one seven (20.117) metres wide, South fifty degrees fifty-eight minutes thirty-five seconds East (S50°58'35"E) forty decimal eight seven two (40.872) metres;
Thence curving, concave to the west, along the southerly limit of Turks Gut Road, twenty
decimal one one seven (20.117) metres wide, for a distance of thirty decimal one zero three
(30.103) metres, more or less, to a point, the said point being distant twenty-nine decimal one six
two (29.162) metres as measured on a bearing of South eighteen degrees forty-three minutes
thirty-one seconds East (S18°43'31"E) from the last mentioned point;

Thence along the westerly limit of Turks Gut Road, twenty decimal one one seven (20.117)
metres wide, South zero degrees thirty-four minutes twenty seconds East (S0°34'20"E) twenty-
one decimal two eight two (21.282) metres;

Thence curving, concave to the northeast, along the southerly limit of Turks Gut Road, twenty
decimal one one seven (20.117) metres wide, for a distance of seventy-four decimal eight two
eight (74.828) metres, more or less, to a point, the said point being distant sixty-seven decimal
zero five five (67.055) metres as measured on a bearing of South forty-seven degrees twenty-six
minutes forty-three seconds East (S47°26'43"E) from the last mentioned point;

Thence along the southwesterly limit of a local gravel road South fifty-nine degrees zero seven
minutes thirty-six seconds East (S59°07'36"E) sixty-eight decimal eight four nine (68.849)
metres;

Thence along Crown Land, leased to Smallwood Farms Inc. (Title No. 126954), South fifteen
degrees fifteen minutes twenty-two seconds East (S15°15'22"E) fourteen decimal three zero six
(14.306) metres;

Thence along Crown Land, leased to Smallwood Farms Inc. (Title No. 126954), South eighty-
nine degrees thirty-nine minutes fifty seconds East (S89°39'50"E) twenty-nine decimal zero nine
three (29.093) metres;

Thence along the southwesterly limit of a local gravel road South sixty-one degrees forty-eight
minutes zero one seconds East (S61°48'01"E) forty-two decimal one six five (42.165) metres;

Thence along the westerly limit of a local gravel road South fifteen degrees forty-four minutes
forty seconds East (S15°44'40"E) seventeen decimal one eight two (17.182) metres;

Thence along the westerly limit of a local gravel road South eight degrees twenty-eight minutes
forty-two seconds East (S8°28'42"E) thirty-six decimal eight four eight (36.848) metres;

Thence along Crown Land, North seventy-one degrees zero nine minutes zero zero seconds West
(N71°09'00"W) one hundred forty-nine decimal eight four three (149.843) metres;

Thence along Crown Land, South forty-eight degrees ten minutes forty-six seconds West
(S48°10'46"W) thirty-one decimal four three one (31.431) metres;
Thence along Crown Land, North eighty-two degrees fifty-nine minutes thirty-six seconds West (N82°59'36"W) ninety-two decimal six zero four (92.604) metres;

Thence along Crown Land, South nineteen degrees fifty minutes twenty-six seconds East (S19°50'26"E) one hundred twenty-seven decimal zero four seven (127.047) metres;

Thence along Crown Land, South fifty-five degrees fifty-four minutes fifteen seconds East (S55°54'15"E) seventy-one decimal seven three eight (71.738) metres;

Thence along Crown Land, South seven degrees forty-eight minutes thirty-two seconds West (S7°48'32"W) fifty-eight decimal one eight zero (58.180) metres;

Thence along Crown Land, North eighty-eight degrees forty-two minutes fourteen seconds West (N88°42'14"W) one hundred eighteen decimal six seven two (118.672) metres;

Thence along Crown Land, South zero degrees thirty-five minutes zero six seconds East (S0°35'06"E) one hundred forty-nine decimal seven six four (149.764) metres;

Thence along Crown Land, North fifty-six degrees zero four minutes forty-one seconds East (N56°04'41"E) two hundred nine decimal three five nine (209.359) metres;

Thence along Crown Land, North twenty degrees fifty-nine minutes eleven seconds East (N20°59'11"E) fifty-six decimal six eight (56.698) metres;

Thence along Crown Land, North forty-five degrees sixteen minutes zero eight seconds West (N45°16'08"W) eighty-four decimal four two four (84.424) metres;

Thence along Crown Land, North fifty degrees forty-seven minutes twenty-seven seconds East (N50°47'27"E) ninety-seven decimal three eight five (97.385) metres;

Thence along Crown Land, South sixty-eight degrees fifteen minutes forty-nine seconds East (S68°15'49"E) ninety-three decimal six four three (93.643) metres;

Thence along Crown Land, North eighty-five degrees thirty-one minutes fifteen seconds East (N85°31'15"E) sixty-one decimal zero eight (61.098) metres;

Thence along the westerly limit of a local gravel road South twenty-seven degrees forty-four minutes thirty-two seconds East (S27°44'32"E) twenty-two decimal eight one two (22.812) metres;
Thence along the westerly limit of a local gravel road South nine degrees twenty minutes fifty-one seconds East (S9°20'51"E) forty decimal five one nine (40.519) metres;

Thence curving, concave to the northwest, along the northwesterly limit of a local road for a distance of thirty-eight decimal three three seven (38.337) metres, more or less, to a point, the said point being distant thirty-six decimal six one zero (36.610) metres as measured on a bearing of South twenty-seven degrees fifty-one minutes fifty-nine seconds West (S27°51'59"W) from the last mentioned point;

Thence along the northwesterly limit of a local gravel road South sixty-nine degrees sixteen minutes zero three seconds West (S69°16'03"W) thirty-nine decimal six eight two (39.682) metres;

Thence curving, concave to the southwest, along the northwesterly limit of a local road for a distance of forty-nine decimal seven eight two (49.782) metres, more or less, to a point, the said point being distant forty-nine decimal one eight zero (49.180) metres as measured on a bearing of South forty-eight degrees thirty-eight minutes twenty-seven seconds West (S48°38'27"W) from the last mentioned point;

Thence along the northwesterly limit of a local gravel road South thirty-six degrees forty-six minutes zero zero seconds West (S36°46'00"W) forty-four decimal seven seven nine (44.779) metres;

Thence along the northwesterly limit of a local gravel road South thirty-one degrees twenty-eight minutes forty-six seconds West (S31°28'46"W) fifty-four decimal three one four (54.314) metres;

Thence curving, concave to the east, along the westerly limit of a local road for a distance of thirty-five decimal eight five four (35.854) metres, more or less, to a point, the said point being distant thirty-five decimal one four two (35.142) metres as measured on a bearing of South twelve degrees fifty-one minutes fifty-six seconds West (S12°51'56"W) from the last mentioned point;

Thence along the westerly limit of a local gravel road South fifteen degrees forty-one minutes forty-six seconds East (S15°41'46"E) twenty-six decimal seven six five (26.765) metres;

Thence along the southwesterly limit of a local gravel road South thirty degrees zero three minutes fifty-three seconds East (S30°03'53"E) twenty-nine decimal one two zero (29.120) metres;

Thence along Crown Land, South fifty degrees twelve minutes fifty-three seconds West (S50°12'53"W) one thousand twenty-six decimal nine three four (1026.934) metres;
The above described piece or parcel of land containing an area of forty-nine decimal six two zero two (49.6202) hectares, more or less, and being more particularly shown and delineated on the attached plan;

All bearings being referred to the central meridian of fifty-three (53) degrees west longitude, zone one (1), of the above mentioned projection system.

Application No. 150220
Land Gazette No. R5LE3R
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atipoffice@gov.nl.ca.
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Boathouse/Wharf

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

[Redacted]

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Colliers Big Pond (hereinafter called the demised premises), comprising an area not to exceed 0.0028 hectares, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of five (5) years from the 05 day of February A.D. 2018, SUBJECT to the reservations, terms and conditions hereinafter set out;

YIELDING AND PAYING unto the Crown as the price and consideration of the said Licence the sum of $25.00 per year for the five (5) year term of the Licence, the first payment to be made on the execution of this Licence;

PROVIDED that the Licence Holder hereby agrees to comply in all respects with the terms and conditions in Schedule B and Schedule C;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder on the 20 day of January A.D. 2018

[Redacted]

Licence Holder

SIGNED by the Minister of Fisheries and Land Resources on the 05 day of February A.D. 2018

[Signature]

Minister of Fisheries and Land Resources
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
LEASE

Under the provisions of Section 3 of the Lands Act, Her Majesty the Queen in Right of Newfoundland and Labrador (the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (the "Minister") does hereby LEASE and DEMISE unto

XPLORNET COMMUNICATIONS INC.

in the Province of Newfoundland and Labrador (the "Lessee") its successors and assigns, ALL THAT piece or parcel of land situate and being at Brigus Junction Area (the "demised premises"), as more particularly described in Schedule A and delineated in Schedule B attached hereto (which schedules are part of these presents) together with the appurtenances, EXCEPTING AND RESERVING nevertheless to the Crown out of this present Lease all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, salt, coal, natural gas, naturally-occurring oil and related hydrocarbons in and under the demised premises TO HAVE AND TO HOLD the demised premises unto the Lessee for the term of 50 years from the 13th day of December A.D. 2018. SUBJECT to the terms and conditions hereinafter set forth;

YIELDING AND PAYING unto the Crown as the price and consideration of this Lease the non-refundable sum of $750.00 per year, payable in advance on the 13th day of December in each year for a period of fifty (50) years, with the first of such payments to be made on the date of execution of this Lease;

PROVIDED ALWAYS that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule C of these presents;

PROVIDED ALWAYS that if the Lessee, its successors and assigns, shall make default in the performance of any of the provisions herein contained, the Minister may give the Lessee thirty (30) days notice of termination of this Lease, and upon the expiration of the thirty (30) days, this Lease shall cease and the Lessee shall forthwith vacate the demised premises.

PROVIDED ALWAYS that the Lessee, its successors and assigns, hereby forever releases the Minister, his servants and agents, from any and all liability arising from or related to any defect or omission that may be identified in the survey description and or plan attached hereto as Schedules A and B. The Lessee further agrees that it shall have no recourse against the Minister, his servants or agents, if the said survey description and or plan for the demised premises are found to be defective in any way.

PROVIDED ALWAYS that except for the demised premises, the issuance of this Lease by the Minister does not constitute an acknowledgement of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A and B.

PROVIDED ALSO that this present Lease is subject to an easement ("easement area") as identified in Schedules A and B of these presents; any development of the easement area by the Lessee, his or her heirs, executors, administrators or assigns, without the prior written consent of the Easement Holder may result in the Easement Holder removing all unauthorized structures within the easement area and restoring the easement area to its original condition at the cost and expense of the Lessee.

AND it is further provided that except for assignments by the way of Mortgage, the Lessee shall not assign, sublet, subdivide, underlet, grant, transfer or part, in any way, with possession of the parcel of land or any part thereof without the prior consent in writing of the Minister and, consent having been given, the Lessee shall cause the assignee, sublessee, subdivider, underlessee, grantee or transferee to notify the Minister in writing of the effective date of the assignment together with the date the same was registered in the Registry of Deeds for the Province of Newfoundland and Labrador and the roll and frame numbers of such registration and such notification shall be reserved on the Minister within thirty (30) days after the effective date of such transfer or assignment.

AND it is further provided that if you wish to convert your lease to a grant a later date the cost will be based on the assessed value at time of grant application with no credit for rentals paid.
IN WITNESS WHEREOF the Parties have executed this Indenture.

SIGNED AND SEALED
by the Minister of Fisheries and Land Resources and
the Seal of the Department of Fisheries and Land Resources
was affixed on the 13 day of December A.D. 2018.
in the presence of:

Witness

Minister

SIGNED AND SEALED
by the Lessee on the 4th day of December A.D.
in the presence of:

Witness

Lessee

Witness

Lessee
SCHEDULE ‘A’

ALL that piece or parcel of land situate and being on the South Eastern side of Jack’s Pond Access Road, at Brigus Junction Area, Newfoundland and Labrador and being bounded and abutted as follows, that is to say:

BEGINNING at a point on the South Eastern limits of Jack’s Pond Access Road, twenty (20.0) metres wide, said point having coordinates of North 5 249 748.573 metres and East 280 561.593 metres;

THENENCE running along the South Eastern limits of Jack’s Pond Access Road, twenty (20.0) metres wide, north thirty-five degrees twelve minutes twenty seconds east (N 35° 12' 20" E), a distance of forty-five decimal zero zero zero (45.000) metres;

THENENCE turning and running along Crown Land, north sixty-five degrees twenty-seven minutes fifty-six seconds east (N 65° 27' 56" E), a distance of one hundred twelve decimal one zero one (112.101) metres;

THENENCE turning and running along Crown Land, south seven degrees fifty-five minutes forty-four seconds east (S07° 55' 44" E), a distance of thirty-seven decimal five one six (37.516) metres;

THENENCE turning and running along Crown Land, south eighty-nine degrees fifty minutes fifty-four seconds east (S89° 50' 54" E), a distance of twenty-nine decimal four five four (29.454) metres;

THENENCE turning and running along Crown Land, south two degrees forty-five minutes twenty-three seconds east (S02° 45' 23" E), a distance of forty-one decimal two seven seven (41.277) metres;

THENENCE turning and running along Crown Land, south eighty-eight degrees eighteen minutes thirty-seven seconds west (S88° 18' 37" W), a distance of one hundred sixty-four decimal six zero nine (164.609) metres, more or less, to the point of commencement.

The above described piece or parcel of land containing an area of zero decimal seven nine four (0.794) hectares being more particularly shown and delineated on the attached plan.

SUBJECT TO a prescriptive power line easement (3.0 metres wide), running through the western portion of the subject property as shown on the attached plan.

All bearings referenced to the meridian of fifty-three degrees west longitude of the Three Degree Modified Transverse Mercator Projection, Zone 1, NAD-83 for the Province of Newfoundland and Labrador. All distances are horizontal ground distances.

Application No. 152077
Job No. 17NL0025-006-2120-000
Date: July 5, 2018

Allnorth NL Surveyors Raymond C. Guy, NLS
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Boathouse/Wharf

Under the provisions of subsection 6(1) and subsection 7(2)(d) of the Lands Act, Her Majesty in Right of Newfoundland and Labrador (the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (the "Minister") does hereby issue a LICENCE for OCCUPANCY (the "Licence") unto

[Redacted]

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Conception Harbour (hereinafter called the demised premises), comprising an area not to exceed 0.01 hectares, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of five (5) years from the 05 day of JUNE A.D. 2018, SUBJECT to the reservations, terms and conditions hereinafter set out;

YIELDING AND PAYING unto the Crown as the price and consideration of the said Licence the sum of $25.00 per year for the five (5) year term of the Licence, the first payment to be made on the execution of this Licence;

PROVIDED that the Licence Holder hereby agrees to comply in all respects with the terms and conditions in Schedule B and Schedule C;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder
on the 24 day of MAY A.D. 2018

SIGNED by the Minister of Fisheries and Land Resources
on the 05 day of JUNE A.D. 2018
Newfoundland
Labrador

Government of Newfoundland and Labrador
Fisheries and Land Resources

No. 152899

LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of

Wharf

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Conception Harbour (hereinafter called the demised premises), comprising an area not to exceed 0.03 hectares, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of five (5) years from the 05 day of JUNE A.D. 2018 , SUBJECT to the reservations, terms and conditions hereinafter set out;

YIELDING AND PAYING unto the Crown as the price and consideration of the said Licence the sum of $25.00 per year for the five (5) year term of the Licence, the first payment to be made on the execution of this Licence;

PROVIDED that the Licence Holder hereby agrees to comply in all respects with the terms and conditions in Schedule B and Schedule C;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder on the 20 day of MAY A.D. 2018

SIGNED by the Minister of Fisheries and Land Resources on the 05 day of JUNE A.D. 2018.
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
Dear Sir/Madam:

Please find attached an Application for a Construction Permit for Trail Access to Colliers Pond located in the Town of Colliers, Newfoundland and Labrador.

The purpose of this permit is to construct a trail for public use. The trail will be located on Crown Lands and will connect to existing trails in the area.

This permit is subject to the following conditions:

1. The permit does not authorize the construction of any permanent structure.
2. The permit does not authorize the use of any public right-of-way for the construction of the trail.
3. The permit does not authorize the use of any private property for the construction of the trail.
4. The permit does not authorize the use of any natural resource for the construction of the trail.
5. The permit does not authorize the use of any water body for the construction of the trail.
6. The permit does not authorize the use of any public works for the construction of the trail.

Any person or organization receiving this permit must comply with all relevant sections of the Lands Act and any other Act.

The person or organization receiving this permit must notify the nearest Forestry Office concerning the cutting or clearing of any timber from the site.

By accepting this permit, you hereby agree to comply with all the terms and conditions set out in this letter.

Any person or organization receiving this permit must notify the nearest Forestry Office concerning the cutting or clearing of any timber from the site.

Any person or organization receiving this permit must notify the nearest Forestry Office concerning the cutting or clearing of any timber from the site.

Any person or organization receiving this permit must notify the nearest Forestry Office concerning the cutting or clearing of any timber from the site.

Any person or organization receiving this permit must notify the nearest Forestry Office concerning the cutting or clearing of any timber from the site.
15. This **Permission** is subject of the condition that there is a reservation 15 metres wide adjacent to the high water mark of any water body and the Holder covenants and agrees:

   (A) The Permission does not authorize the Permission holder to occupy the said reservation.

   (B) Development of any type on this reservation is prohibited unless an application to develop is duly processed under Section 7 of the *Lands Act* and approved by the Lieutenant Governor in Council.

16. This **Permission** is not transferable.

17. This **Permission** expires 1 year(s) from the date of this letter. Extended permission is required if the site has not been developed.

[Signature]

**REGIONAL LANDS MANAGER**
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
GRANT

Under the provisions of subsection (1) of Section 4 of the Lands Act, Her Majesty the Queen in Right of Newfoundland and Labrador (the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (the "Minister") does hereby GIVE AND GRANT unto

in the Province of Newfoundland and Labrador (the "Grantee") his or her heirs, executors, administrators and assigns, ALL THAT piece or parcel of land situate and being at Colliers, as more particularly described in Schedule A and delineated on Schedule B attached hereto (which schedules form part of these presents), together with all appurtenances, EXCEPTING AND RESERVING nevertheless to the Crown out of this present Grant all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, salt, coal, natural gas, naturally occurring oil and related hydrocarbons in and under the said piece or parcel of land TO HAVE AND TO HOLD (except as before excepted) unto the said Grantee, his or her heirs, executors, administrators and assigns forever;

Yielding and paying unto the Crown as the price and consideration of the said land the sum of $5,900.00 at the time of signing and delivery thereof.

Provided that this present Grant is also upon the condition that the said land shall be held under and subject to all regulations and provisions of the Lands Act, and to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland and Labrador.

And it is further provided that in consideration of the issuance of this Grant by the Minister and the Government of Newfoundland and Labrador, the Grantee, his or her heirs, executors, administrators and assigns, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the land herein described or any buildings and erections thereon by the Grantee in connection with the occupancy or use of the same by the Grantee or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same except and to the extent that such claims, damages, losses, costs and charges arise or are caused by the negligence of any servant or agent of the Minister and the Government of Newfoundland and Labrador while acting within the scope of her/his duties or employment. The Covenants of the Grantee for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the land herein described or in connection therewith by the Grantee, his or her servants or agents, and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.

And it is further provided that, in case the Grantee, his or her heirs, executors, administrators, or assigns, shall make default in the performance of any of the provisions or conditions herein contained, including an unauthorized use of the said lands, then the Crown shall have the right of re-entry which right shall not affect any right of action arising from this Grant.
AND it is further provided that the Grantee, his or her heirs, executors, administrators or assigns, hereby forever releases the Minister, his or her servants and agents, from any and all liability arising from or related to any defect and/or omission that may be identified in the survey description and/or plan attached hereto as Schedules A and B. The Grantee further agrees that he or she shall have no recourse against the Minister, his or her servants or agents, if the said survey description and/or plan for the demised land are found to be defective in any way.

AND it is further provided that except for the land hereby granted, the issuance of this Grant by the Minister does not constitute an acknowledgement of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A and B.

IN WITNESS WHEREOF the Parties have executed this Indenture.

SIGNED AND SEALED by the Minister of Fisheries and Land Resources and the Seal of the Department of Fisheries and Land Resources was affixed on the 21st day of February, A.D. 2019.

Witness

LISA M. WHEELER

SIGNED AND SEALED by the Grantee on the 20th day of February, A.D. 2019.

Witness
SCHEDULE A

September 20th, 2018

All that piece or parcel of land situate and being in the Town of Colliers, in the Provincial Electoral District of Harbour Main, in the Province of Newfoundland and Labrador, abutted and bounded as follows, that is to say:

Beginning at a point, the said point having grid coordinates, NAD 83, of North 5255475.148 metres and East 284647.801 metres for the Modified Three Degree Transverse Mercator Projection System for the Province of Newfoundland and Labrador;

Thence along land granted by the Crown to [Name Redacted] and being shown in Volume 155 Folio 98 of the Crown Lands Registry North seventy-six degrees twelve minutes thirty-five seconds West (N76°12'35"W) eighty-nine decimal six four two (89.642) metres;

Thence along a shoreline reservation, fifteen decimal zero (15.0) metres wide, for the waters of Nine Island Pond North zero degrees twenty-eight minutes forty-two seconds West (N0°28'42"W) thirty decimal zero zero (30.000) metres;

Thence along Crown Land South seventy-five degrees fifty-six minutes twenty-five seconds East (S75°56'25"E) eighty-nine decimal six two three (89.623) metres;

Thence along Crown Land South zero degrees forty-three minutes zero two seconds East (S0°43'02"E) twenty-nine decimal five nine seven (29.597) metres, more or less, to the point of beginning;

The above described piece or parcel of land containing an area of zero decimal two five eight six (0.2586) hectares, more or less, and being more particularly shown and delineated on the attached plan;

All bearings being referred to the central meridian of fifty-three (53) degrees west longitude, zone one (1), of the above mentioned projection system.

Application No. 153120
LandGazette No. RBF9TY
MAR 22, 2018

Dear Sir/Madam:

RE: APPLICATION NO.: 153014
TYPE: Permission
PURPOSE: Permission to Construct Road
LOCATION: Brigus Junction

Enclosed is your title document which has been issued and registered in the Registry of Crown Titles.

Yours truly,

[Signature]
LANDS OFFICER
MAR 16, 2018

Dear Sir/Madam:

RE: APPLICATION NO: 153914
TYPE: Permission to Construct
PURPOSE: Permission to Construct Road
LOCATION: Brigus Junction

Permission to Construct on Crown Lands as shown on Schedule A attached is hereby given subject always to the following conditions and conditions outlined on Schedule B attached:

1. This Permission does not permit you to enter upon private land, to dispute claims to land or to obstruct any public right-of-ways which may exist in the area concerned.

2. This Permission does not convey exclusive use and you are not to restrict or prevent public use of the area concerned.

3. This Permission does not guarantee that all lands identified are Crown lands. It is your responsibility to identify the Crown lands and to obtain permission from any private land owners.

4. The area of Crown lands to be occupied must not exceed 0.11 hectares with a frontage not to exceed 5 metres.

5. This Permission does not waive the required consent of or permission from any other Government Departments or Agencies.

6. All waste materials generated from the use of this site must be removed and disposed of in an environmentally friendly way.

7. Any construction located within the 15 metre reservation of any water body must have prior approval from Fisheries and Oceans Canada and the Water Resources Management Division of the Department of Environment and Conservation.

8. Any cost incurred must be provided at your own expense and Government will not be held responsible for construction, maintenance or repairs, now or in the future.

9. You hereby agree to undertake and comply with all relevant sections of the Lands Act and any other Act.

10. The Minister has the right to cancel this Permission for any reason by giving a sixty (60) day notice at which time the site must be vacated. The Crown will accept no liability for improvements carried out on the land if cancelled.

11. By you accepting this Permission to Construct you hereby agree to comply with all the terms and conditions set out in this letter.

12. You must contact the nearest Forestry Office concerning the cutting or clearing of any timber from the site.

13. The Permission holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Permission holder’s use or occupation of the land.

14. This Permission does not convey the right to extract any mineral including limestone, granite, slate, marble, gypsum, mafi, clay, gravel, peat, coal, naturally occurring gas or petroleum, or salt from or under the said parcel of land.

Box 8700, St. John’s, NL, Canada A1B 4J6
1-833-891-3249 f (709) 729 0726 www.gov.nl.ca

55
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Well and Waterline

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Municipal Affairs for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Second Junction Pond (hereinafter called the demised premises), comprising an area not to exceed 0.08 hectares, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of five (5) years from the 06 day of April A.D. 2018, SUBJECT to the reservations, terms and conditions hereinafter set out;

YIELDING AND PAYING unto the Crown as the price and consideration of the said Licence the sum of $25.00 per year for the five (5) year term of the Licence, the first payment to be made on the execution of this Licence;

PROVIDED that the Licence Holder hereby agrees to comply in all respects with the terms and conditions in Schedule B and Schedule C;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder
on the 06 day of April A.D. 2018

SIGNED by the Minister of Municipal Affairs
on the 06 day of April A.D. 2018

Minister of Municipal Affairs
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Boathouse/Wharf

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Turks Gut Long Pond (hereinafter called the demised premises), comprising an area not to exceed 0.0020 hectares, TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of five (5) years from the 13th day of February, A.D. 2019, SUBJECT to the reservations, terms and conditions hereinafter set out;

YIELDING AND PAYING unto the Crown as the price and consideration of the said Licence the sum of $25.00 per year for the five (5) year term of the Licence, the first payment to be made on the execution of this Licence;

PROVIDED that the Licence Holder hereby agrees to comply in all respects with the terms and conditions in Schedule B and Schedule C;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder on the 17th day of Jan., A.D. 2019

SIGNED by the Minister of Fisheries and Land Resources on the 13th day of February, A.D. 2019

[Signature]

Minister of Fisheries and Land Resources
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
LICENCE
FOR OCCUPANCY OF CROWN LAND
for the purpose of
Boathouse/Wharf

Under the provisions of Subsection 6(1) of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

[40(1)]

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at Pool Road Conception Harbour (hereinafter called the demised premises), TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of five (5) years from the 29th day of October A.D. 2018, SUBJECT to the reservations, terms and conditions hereinafter set out;

YIELDING AND PAYING unto the Crown as the price and consideration of the said Licence the sum of $25 per year for the five (5) year term, the first payment to be made on the execution of this Licence;

PROVIDED that the Licence Holder hereby agrees to comply in all respects with the terms and conditions in Schedule B and Schedule C;

AND FURTHER PROVIDED that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder on the 17th day of October A.D. 2018

[40(1)]

SIGNED by the Minister of Fisheries and Land Resources
on the 29th day of October A.D. 2018

[Signature]

Minister of Fisheries and Land Resources

61
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
FOREST SERVICE OF NEWFOUNDLAND AND LABRADOR

Place: Paddie's Pond
Date: May 20, 2019

PERMIT TO BURN
ISSUED UNDER SECTION 98 OF THE FORESTRY ACT

This permit authorizes the person(s) named above to burn slash or debris on Crown/Private Land at St. John's Pond, Cabrier's 19-01-0267 between the day of May 20, 2019, and the day of May 28, 2019, both days inclusive.

Issued by: __________________________ on behalf of the Minister responsible for The Forestry Act and Forest Fire Regulations

CONDITIONS

1. The permittee shall have at the location of a fire one person(s) and fire fighting equipment as follows:
   1 - Round top shovel
   1 - Pick, axe or grubber

2. The permittee shall pile all brush, debris, or other flammable material a distance of at least 15 meters from any uncleared land.
3. The size of a fire shall not exceed two square meters.
4. No more than one fire(s) shall be burning at any one time.
5. The permittee shall not leave a fire unattended until it is extinguished.
6. The permittee shall not set or permit a fire to burn during periods of high or extreme Fire Weather Index or in winds over 15 kilometers per hour.
7. Under no circumstances does this permit relieve the permittee of liability for damages and costs which may be caused by fire(s) lit under this permit.
8. This permit may be cancelled or suspended at any time by a Forestry official.
9. A person who fails to comply with the provisions of this permit is guilty of an offence and subject to such penalty as prescribed by The Forestry Act.
10. A copy of the permit to burn is to be on site where the burning is taking place and must be shown when requested by a Forestry official.
11. This permit is not transferable.
12. Other conditions as attached.

pH# 729-4180
FOREST SERVICE OF NEWFOUNDLAND AND LABRADOR

OPERATING PERMIT

ISSUED UNDER SECTION 105 OF THE FORESTRY ACT

In accordance with the Forest Fire Regulations, [redacted], is granted permission to carry out a logging or industrial operation during the 2019 Forest Fire Season on Crown/Private land located at [redacted].

Com. Per 19-01-00367

Issued by: [redacted] on behalf of the Minister responsible for The Forestry Act and Forest Fire Regulations

CONDITIONS

1. The permittee must ensure all relevant sections of the ATTACHED Forest Fire Regulations are observed.

2. Forest fire suppression equipment as specified in the Forest Fire Regulations or any deviations as specified by a Forestry official must be located at the operating site of all operations and maintained in good working order.

3. In the event of a move to a new operating site written notification on the location of forest fire suppression equipment is to be provided to the Forestry office issuing this permit.

4. Inspection(s) will be carried out to determine if the location of forest fire suppression equipment is suitable.

5. A copy of the operating permit must be on the operating site and must be shown when requested by a Forestry official.

6. This permit may be temporarily suspended by a Forestry official if the Fire Weather Index rises to high or extreme in the locality of operations.

7. This permit may be cancelled at any time by a Forestry official.

8. Where this permit is suspended or cancelled and the permittee continues operations, the permittee will be liable on summary conviction to a fine of not less than two hundred dollars for every day or part of a day that operations continue in violation on the notice of suspension or cancellation.

9. A person who fails to comply with the provisions of this permit is guilty of an offence and subject to such penalty as prescribed by The Forestry Act.

10. This permit is not transferable.

11. Other conditions as attached.
COMMERCIAL CUTTING PERMIT 2019
Permit Number: 19-01-00367

Eastern 01 A - Central Avalon North A- Miscellaneous 2019/04/15
Region District Zone W.C. Date Issued

Under and by virtue of The Forestry Act, Permission is hereby granted to:
Name: [Redacted] 40(1)
Address: [Redacted] 40(1)
Phone: [Redacted]
Driver's Licence #: [Redacted]

To cut timber to the conditions and restrictions as stated below:
Total Volume to be harvested: sofwood 100m³
hardwood 0m³

Stumpage Rates:
Fuelwood solid $5.56 per m³
Sawlogs (m3) $5.56 per m³

Location where timber is to be cut: Nine Island Pond-Ag Lease 147045
Location where timber must be piled for scaling: Same

Standard Conditions:
- All harvesting equipment must be equipped with a fully-charged, 4.5 kilogram fire extinguisher at all times.
- All Commercial Cutting Permit holders must have prior written approval from forestry officials, before moving harvesting operations to alternate operating areas identified within this permit.
- All equipment associated with harvesting operations conducted under this commercial cutting permit, shall be removed from the operating area upon permit expiry, unless otherwise agreed to by a Forestry Official.
- During the cutting and removal of timber, permit holders must adhere to all requirements of the Departments ISO 14001:2015 Environmental Management System, all Standard Operating procedures and Emergency Response procedures.
- Cutting is NOT permitted within 100 metres of the centerline of any routed highway unless permission is provided under a special condition of this permit.
- The cutting of White Pine (Pinus strobos) or Red Pine (Pinus resinosa), regardless of tree condition (i.e. dead or alive, standing or felled) is NOT permitted unless express permission has been provided by the District Ecosystem Manager or designate.

Special Condition: removal of trees and shrub from Agriculture Lease 147045 located on Nine Island Pond Road.
ALL MERCHANTABLE TIMBER MUST BE SALVAGED/UTILIZED.

This permit is effective starting: 2019/04/15 and expires 2019/12/31
Fee for the issuance of this permit is: $50.00
Payment Method: Cash

_____________________________________
FORESTRY OFFICIAL

66