

Province of Saskatchewan

Land Titles Registry

Title

Title #: [158424329](#)

Title Status: Active

Parcel Type: Surface

Parcel Value: \$208,352.00 CAD

Title Value: \$52,088.00 CAD

Converted Title: 90SC04540

Previous Title and/or Abstract #: [158424004](#)

As of: 13 Jan 2026 17:38:18

Last Amendment Date: 13 Jan 2026 15:35:34.943

Issued: 25 Feb 2025 10:49:09.040

Municipality: RM OF SWIFT CURRENT NO. 137

BRUCE ROBERT ZIMMERMANN is the registered owner of an undivided 1/4 interest in Surface Parcel #142984446

Reference Land Description: SW Sec 14 Twp 16 Rge 14 W 3 Extension 0
As described on Certificate of Title 90SC04540.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

[201136340](#)

CNV Easement

Value: N/A

Reg'd: 28 May 1992 00:09:48

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

As to 0.40 ha

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: [107123903](#)

Converted Instrument #: 92SC05878

Feature #: [100112533](#)

Interest #:

[201136362](#)

Pipelines Act - Easement

Value: N/A

Reg'd: 29 Aug 2016 10:25:08

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

NEXTERA ENERGY
700 UNIVERSE BLVD. LAW / JB
JUNO BEACH, FL, United States of America 33408

Client #: 131852213

Int. Register #: [121787938](#)

Addresses for Service:

Name**Owner:**

BRUCE ROBERT ZIMMERMANN

Client #: 127594356

Address

Box 37 Indian Head, SK, Canada S0G 2K0

Notes:

Parcel Class Code: **Parcel (Generic)**

Province of Saskatchewan

Land Titles Registry

Title

Title #: [158424330](#)

Title Status: Active

Parcel Type: Surface

Parcel Value: \$208,352.00 CAD

Title Value: \$52,088.00 CAD

Converted Title: 90SC04540

Previous Title and/or Abstract #: [158424004](#)

As of: 13 Jan 2026 17:38:37

Last Amendment Date: 13 Jan 2026 15:35:34.950

Issued: 25 Feb 2025 10:49:09.520

Municipality: RM OF SWIFT CURRENT NO. 137

DONALD LLOYD ZIMMERMANN is the registered owner of an undivided 1/4 interest in Surface Parcel #142984446

Reference Land Description: SW Sec 14 Twp 16 Rge 14 W 3 Extension 0
As described on Certificate of Title 90SC04540.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

[201136889](#)

CNV Easement

Value: N/A

Reg'd: 28 May 1992 00:09:48

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

As to 0.40 ha

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: [107123903](#)

Converted Instrument #: [92SC05878](#)

Feature #: [100112533](#)

Interest #:

[201136902](#)

Pipelines Act - Easement

Value: N/A

Reg'd: 29 Aug 2016 10:25:08

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

NEXTERA ENERGY
700 UNIVERSE BLVD. LAW / JB
JUNO BEACH, FL, United States of America 33408

Client #: 131852213

Int. Register #: [121787938](#)

Addresses for Service:

Name**Owner:**

DONALD LLOYD ZIMMERMANN

Client #: [137795811](#)

Address

#19 - 901 Westside Road South Kelowna, BC, Canada V1Z
3W9

Notes:

Parcel Class Code: [Parcel \(Generic\)](#)

Province of Saskatchewan

Land Titles Registry

Title

Title #: [158424318](#)

Title Status: Active

Parcel Type: Surface

Parcel Value: \$208,352.00 CAD

Title Value: \$52,088.00 CAD

Converted Title: 90SC04540

Previous Title and/or Abstract #: [158424004](#)

As of: 13 Jan 2026 17:37:59

Last Amendment Date: 13 Jan 2026 15:35:34.936

Issued: 25 Feb 2025 10:49:08.600

Municipality: RM OF SWIFT CURRENT NO. 137

GORDON ALLAN ZIMMERMANN is the registered owner of an undivided 1/4 interest in Surface Parcel #142984446

Reference Land Description: SW Sec 14 Twp 16 Rge 14 W 3 Extension 0
As described on Certificate of Title 90SC04540.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

[201136294](#)

CNV Easement

Value: N/A

Reg'd: 28 May 1992 00:09:48

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

As to 0.40 ha

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: [107123903](#)

Converted Instrument #: 92SC05878

Feature #: [100112533](#)

Interest #:

[201136317](#)

Pipelines Act - Easement

Value: N/A

Reg'd: 29 Aug 2016 10:25:08

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

NEXTERA ENERGY
700 UNIVERSE BLVD. LAW / JB
JUNO BEACH, FL, United States of America 33408

Client #: 131852213

Int. Register #: [121787938](#)

Addresses for Service:

Name**Owner:**

GORDON ALLAN ZIMMERMANN

Client #: 127594345

Address

1199 Sunnybrae Road Kelowna, BC, Canada V1Z 2N9

Notes:

Parcel Class Code: **Parcel (Generic)**

Province of Saskatchewan

Land Titles Registry

Title

Title #: [158424307](#)

Title Status: Active

Parcel Type: Surface

Parcel Value: \$208,352.00 CAD

Title Value: \$52,088.00 CAD

Converted Title: 90SC04540

Previous Title and/or Abstract #: [158424004](#)

As of: 13 Jan 2026 17:37:37

Last Amendment Date: 13 Jan 2026 15:35:34.930

Issued: 25 Feb 2025 10:49:07.703

Municipality: RM OF SWIFT CURRENT NO. 137

RODNEY HEINZ ZIMMERMANN is the registered owner of an undivided 1/4 interest in Surface Parcel #142984446

Reference Land Description: SW Sec 14 Twp 16 Rge 14 W 3 Extension 0
As described on Certificate of Title 90SC04540.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

[201136261](#)

CNV Easement

Value: N/A

Reg'd: 28 May 1992 00:09:48

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

As to 0.40 ha

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: [107123903](#)

Converted Instrument #: [92SC05878](#)

Feature #: [100112533](#)

Interest #:

[201136283](#)

Pipelines Act - Easement

Value: N/A

Reg'd: 29 Aug 2016 10:25:08

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

NEXTERA ENERGY
700 UNIVERSE BLVD. LAW / JB
JUNO BEACH, FL, United States of America 33408
Client #: 131852213

Int. Register #: [121787938](#)

Addresses for Service:

Name**Owner:**

RODNEY HEINZ ZIMMERMANN

Client #: 127594323

Address

3208 Winchester Road Regina, SK, Canada S4V 2T4

Notes:

Parcel Class Code: **Parcel (Generic)**

EASEMENT AGREEMENT
(Water Pipelines Easement)

THIS EASEMENT AGREEMENT ("Agreement") dated effective this 20 day of April, 2016 (the "effective date").

BETWEEN:

LUCIE ZIMMERMANN

(the "Grantor")

AND:

CANADIAN COMBINED CYCLE STATION I, LP

(the "Grantee")

WHEREAS:

A. The Grantor is the registered legal and beneficial owner of certain lands legally known as:

PARCEL 1

**SE SEC 14 TWP 16 RGE 14 W 3 EXTENSION 0
AS DESCRIBED ON CERTIFICATE OF TITLE 90SC04540A
SURFACE PARCEL 142961182
STIPULATED ACREAGE 156.56 ACRES**

PARCEL 2

**SW SEC 14 TWP 16 RGE 14 W 3 EXTENSION 0
AS DESCRIBED ON CERTIFICATE OF TITLE 90SC04540
SURFACE PARCEL 142984446
STIPULATED ACREAGE 155.20 ACRES**

(the "Grantor's Lands").

B. The Grantee desires an easement for the construction, installation, operation, maintenance, installation, repair, replacement and removal of one or more water pipelines to carry water (the "Pipelines") for use in the operation of Grantee's potential combined cycle gas turbine project (the "Project").

C. The Grantor has agreed to grant to the Grantee an easement as set forth in this Agreement.

NOW THEREFORE, this Agreement witnesses that in consideration for the payment of the Easement Price (as defined in this Agreement) paid by the Grantee to the Grantor, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants an easement to the Grantee on the following terms and conditions:



1. GRANT OF EASEMENT

1.1 Easement

Subject to the terms and conditions of this Agreement, the Grantor grants to the Grantee, its employees, agents, contractors, successors and assigns, the right, licence, liberty, privilege and easement to clear and to use that portion of the Grantor's Lands, being right-of-way and temporary workspace as outlined on Schedule A (the "Right-of-Way"):

- (a) to enter upon the Grantor's Lands as reasonably required for the purpose of surveying, laying down, constructing, operating, maintaining, inspecting, repairing, replacing and/or removing the Pipelines, and all other facilities appurtenant, affixed or incidental thereto for the conveyance, transportation, storage or handling of water (collectively, the "Works"); and
- (b) the right of entrance and exit to and from the Grantor's Lands as reasonably required solely for purposes necessary or incidental to the exercise and enjoyment of the Right-of-Way,

from the effective date and for so long thereafter as the Grantee, its employees, agents, contractors, successors and assigns may desire to exercise the Right-of-Way, until terminated in accordance with this agreement.

1.2 Location of Works and Right-of-Way

The Parties acknowledge and agree that Works shall be located at and the Right-of-Way shall be on, over, under and through that portion of the Grantor's Lands set forth in Schedule A; provided however, if the Grantee prepares or causes to be prepared a descriptive plan, plan of survey or other similar document for the Right-of-Way, then the Grantor and the Grantee agree that if and when such plan has been prepared such description based on such plan shall conclusively be deemed to constitute the full, true and accurate description of the Right-of-Way. The Grantee undertakes to provide the Grantor with a copy of such plan within a reasonable time following its completion.

1.3 Consideration

On the effective date the Grantee shall pay to the Grantor (and/or other persons interested in the Grantor's Lands such as purchaser, mortgagee, encumbrancee or otherwise) the amounts set out in Schedule C as consideration for the rights granted to the Grantee, pursuant to the terms and conditions set forth in Schedule C. The Parties agree that Schedule C shall not be registered with this Agreement.

1.4 Construction, Maintenance and Repair of Works

The Works shall be constructed, operated, maintained, inspected, repaired, replaced and/or removed at the sole expense of the Grantee and in a good and workmanlike manner. The Grantee shall at all times comply with all provincial, federal and municipal laws, including environmental laws and regulations, applicable to the construction, operation, maintenance, inspection, repair, replacement and/or removal of the Works. At all times, the Grantee shall ensure that the Works are properly constructed, operated, maintained and/or inspected and shall promptly effect any repairs or replacement to the Works as may be required.

1.5 Certain Limitations on Rights of Grantor

LJZ

The Grantor shall have the right fully to use and enjoy the Right-of-Way except as may be necessary for the purposes granted to the Grantee; provided however, that the Grantor shall not, without the prior written consent of the Grantee, which consent may not be unreasonably withheld, interfere in any way with any of the Works or the entrance and exit by the Grantee to and from the Right-of-Way. For greater certainty, nothing in this Section 1.5 shall require the Grantor to obtain the consent of the Grantee with respect to maintenance of livestock fences, or seeding, growing and/or harvesting crops (provided that the Grantor conducts such activities in manner that does not interfere with the construction and installation of the Works by the Grantee or interfere in any way with the Right-of-Way).

1.6 Notice by Grantee Prior to Entering Grantor's Lands

Prior to commencement of construction, the Grantee shall provide reasonable notice (verbal or written) to the Grantor prior to entering upon the Grantor's Lands. All other notices to be given under this Agreement shall be in writing and all such notices and any payments to be made hereunder may be made or served personally, by overnight mail or registered letter addressed to:

To Grantor: Lucie Zimmerman
417-165 Robert St. W.
Swift Current, SK S9H 5B7
Telephone: (306) 773-6789

To Grantee: Canadian Combined Cycle Station I, LP
390 Bay Street, Suite 1720
Toronto, ON M5H 2Y2 Canada
Attention: Land Services
Telephone: (416) 364-9714

With a copy to: Canadian Combined Cycle Station I, LP
700 Universe Blvd., FEW/JB
Juno Beach, FL 33408
Attention: Land Services
Telephone: (855) 552-9872

or such other address, as Grantor or Grantee respectively, may from time to time advise and any such notices or payments shall be deemed to be given and received by the addressee upon personal service or, if served by registered letter, fourteen (14) days after mailing thereof, postage prepaid, or if served by overnight mail, one (1) day after mailing thereof. In the event of a postal interruption, all notices to be given and all payments to be made hereunder may be made or served personally or delivered to the intended recipient at the address of the recipient set out above. Grantee shall also be permitted to make any payment to Grantor electronically at Grantee's discretion and subject to Grantor's consent.

1.7 Easement Runs with Land

The Parties agree that the Right-of-Way shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Grantor's Lands. The Grantee may, at the Grantee's own expense, register in the Saskatchewan Land Titles Registry this easement against the title to the Grantor's Lands, which interest will be registered in favour of the Grantee.

1.8 Mortgage, Pledge, Etc.

L.J.

The Grantee shall be entitled to hypothecate, mortgage, pledge or charge all or any portion of the Grantee's right, title or interest in and to either or both of (i) the Right-of-Way and (ii) this Agreement and in connection therewith to assign the Grantee's right, title or interest in and to either or both of (i) the Right-of-Way and (ii) this Agreement by way of security.

1.9 Termination

- (a) The Grantee may, at any time for whatever reason or cause, upon giving written notice to the Grantor, terminate this Agreement and the Right-of-Way, following which this Agreement and the Right-of-Way shall be of no further effect and the Grantee shall be relieved of all obligations other than those accrued to the date of termination. If the Grantee does not proceed with the Project for any reason within one (1) year of the effective date, the Grantee undertakes to give written notice to the Grantor of termination this Agreement and the Right-of-Way as soon as reasonably practicable and discharge any registration in the Saskatchewan Land Titles Registry of this Agreement and the Right-of-Way.
- (b) Upon the termination of this Agreement and the Right-of-Way, the Grantee:
 - i. may, at its option, leave abandoned in-place any buried pipeline(s) and/or related equipment or appurtenances, as well as other lines, equipment, devices and/or installations; and
 - ii. shall restore the Right-of-Way to the same condition, so far as it is practicable to do so, as the same was prior to the entry thereon and the use thereof by the Grantee.

provided that, following termination, the Works will not interfere with the use of the Grantor's Lands for agricultural purposes.

1.10 Condition Precedent

Notwithstanding anything in this Agreement to the contrary, a condition precedent to this Agreement for the mutual benefit of both Parties is that the Grantee shall, within thirty (30) months of the effective date, or such later date which the Parties may agree in writing, have obtained the approval of the appropriate approving authority under *The Planning and Development Act, 2007*.

2. INDEMNIFICATION

2.1 Indemnity

The Grantee shall defend, indemnify and save harmless the Grantor from and against all claims of any kind (including reasonable legal fees on a solicitor and client basis) made or brought against and all losses suffered by the Grantor from any cause arising out of or related to this Agreement or the non-performance of the Grantee's obligations under or pursuant to this Agreement, except to the extent such claim or loss results from the Grantor's breach of its obligations under this Agreement, gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Grantee shall compensate the Grantor for all direct damage done to growing crops, fences and livestock by reason of the exercise of the rights granted by this Agreement.

3. GENERAL

3.1 Homestead Legislation

The Grantor covenants, represents and warrants that the Grantor's Lands are not a homestead as defined in *The Homesteads Act, 1989* (Saskatchewan) or, if a homestead, the Grantor's spouse consents to this Agreement and the Right-of-Way and will any other assurances and documents of title in respect of the Right-of-Way as may be required by the Grantee, including a consents of non-owning spouse, affidavits and certificates of acknowledgement as may be required and as provided for in Schedule B.

3.2 Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties with respect to the Right-of-Way, and the Grantor represents and warrants that there are no prior agreements affecting the rights granted by this Agreement, other than as set forth in this Agreement or as may be set forth in an agreement in writing between the Grantor and the Grantee made subsequent to the effective date.

3.3 Assignment

This Agreement may be assigned by the Grantee in whole or in part as to all or any portion of the rights, licences, liberties, privileges and easements hereby granted, transferred and conveyed, without the consent of the Grantor.

3.4 Successors and Assigns

This Agreement shall be binding on and enure to the benefit of the Parties and their respective heirs, executors, administrators, successors (including any successor by reason of amalgamation of any Party) and assigns.

3.5 Joint and Several Obligations

Where a Party is more than one individual, the obligations of that Party shall be joint and several.

3.6 Choice of Law

This Agreement shall be construed in accordance with the laws of the Province of Saskatchewan.

3.7 Expanded Meanings

Words used in this Agreement importing number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.

3.8 Disputes

The parties agree to negotiate all disputes arising from this Agreement in good faith after receiving written notification of the existence of a dispute from the other party. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction. Time is of the essence with regard to the terms and conditions of this Agreement.

3.9 Counterparts; Electronic Transmission

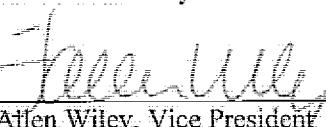
L.J.

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation or by electronic transmission of portable document format ("pdf") file or other electronic file, shall be equally effective as delivery of a manually executed counterpart. The parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defence based on the execution in counterparts or the delivery of executed counterparts by electronic means.

IN WITNESS WHEREOF the Grantee has executed this Agreement as of the Effective Date.

THE GRANTEE

CANADIAN COMBINED CYCLE STATION I,
LP
By its general partner:
Canadian Combined Cycle Station I GP, Inc.

Per: 
F. Allen Wiley, Vice President

I have the authority to bind the grantee.

IN WITNESS WHEREOF the Grantor has executed this Agreement as of the Effective Date.

If the Grantor is a corporation, sign the following:

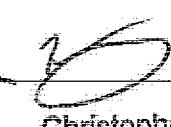
THE GRANTOR

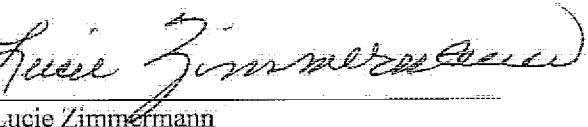
Per: _____
Name: _____
Title: _____

I have the authority to bind the grantor.

If the Grantor(s) is (are) an individual, sign the following:

THE GRANTOR

Signed: 
Witness Name: _____
Witness Address: Christopher Martens

Signed: 
Lucie Zimmermann

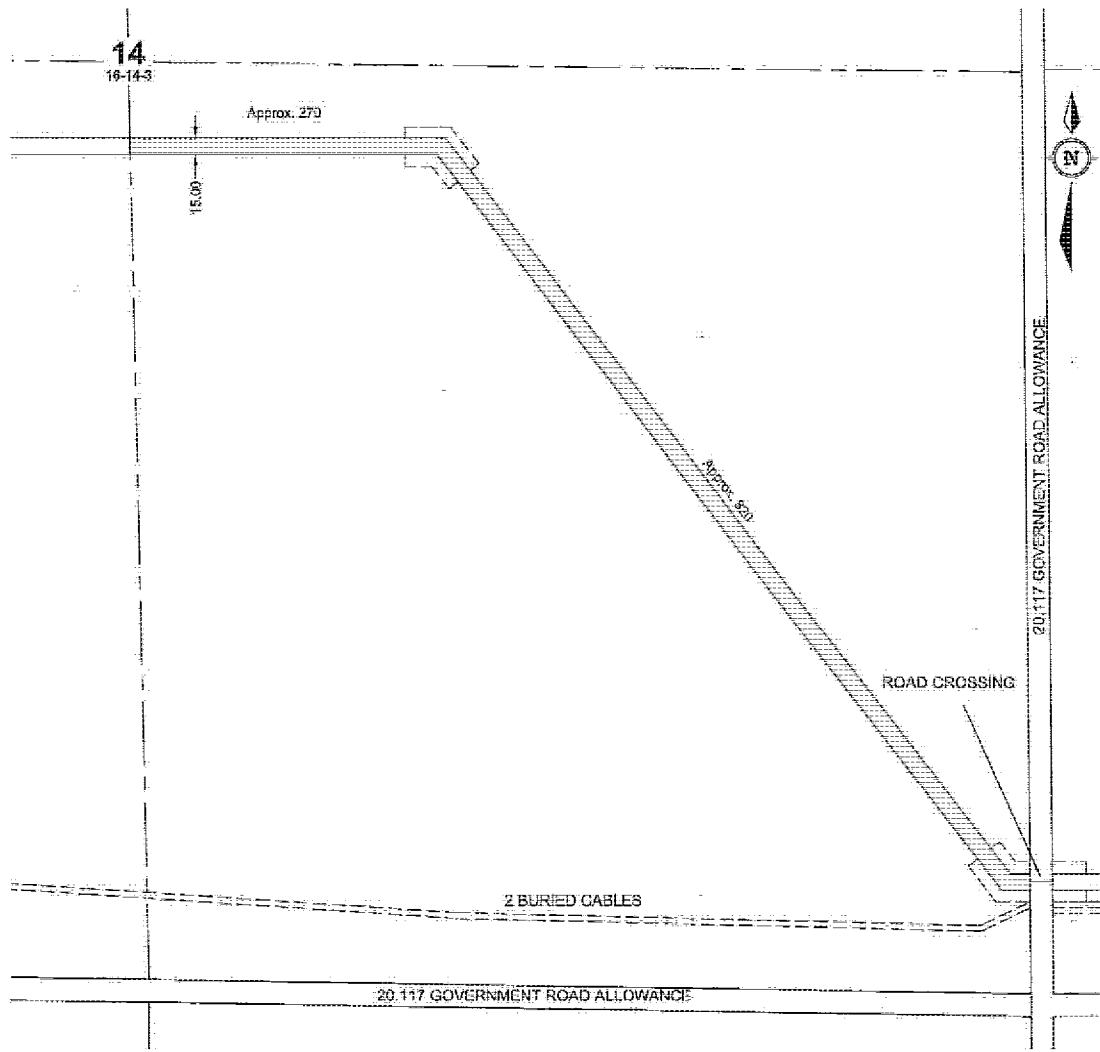
Swift Current, SK.

Schedule A
Location of Works and Right-of-Way

[SEE ATTACHED]

L. J.

SKETCH PLAN SHOWING
Flowline Right of Way
SE 1/4, Sec 14, Twp 016, Rge 14 W3M

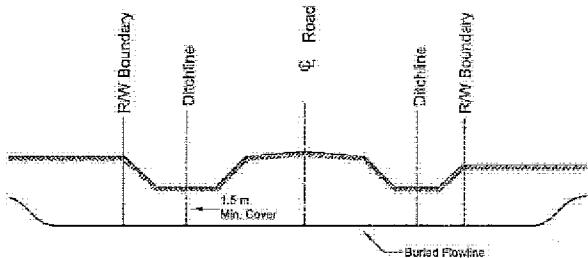


Portion referred to shown thus ...
 TWS shown thus ...
 Measurements are approximate and shown in meters

APPROXIMATE AREA REQUIRED: 1.67 ha. (4.13 ac)
 APPROXIMATE TWS REQUIRED: 0.23 ha. (0.58 ac)

LAND LOCATION: SE 1/4, Sec 14, Twp 016, Rge 14 W3M
 LAND OWNER: Lucie Zimmermann
 PARCEL #: 142961182

OPERATOR: Canadian Combined
 Cycle Station I, LP



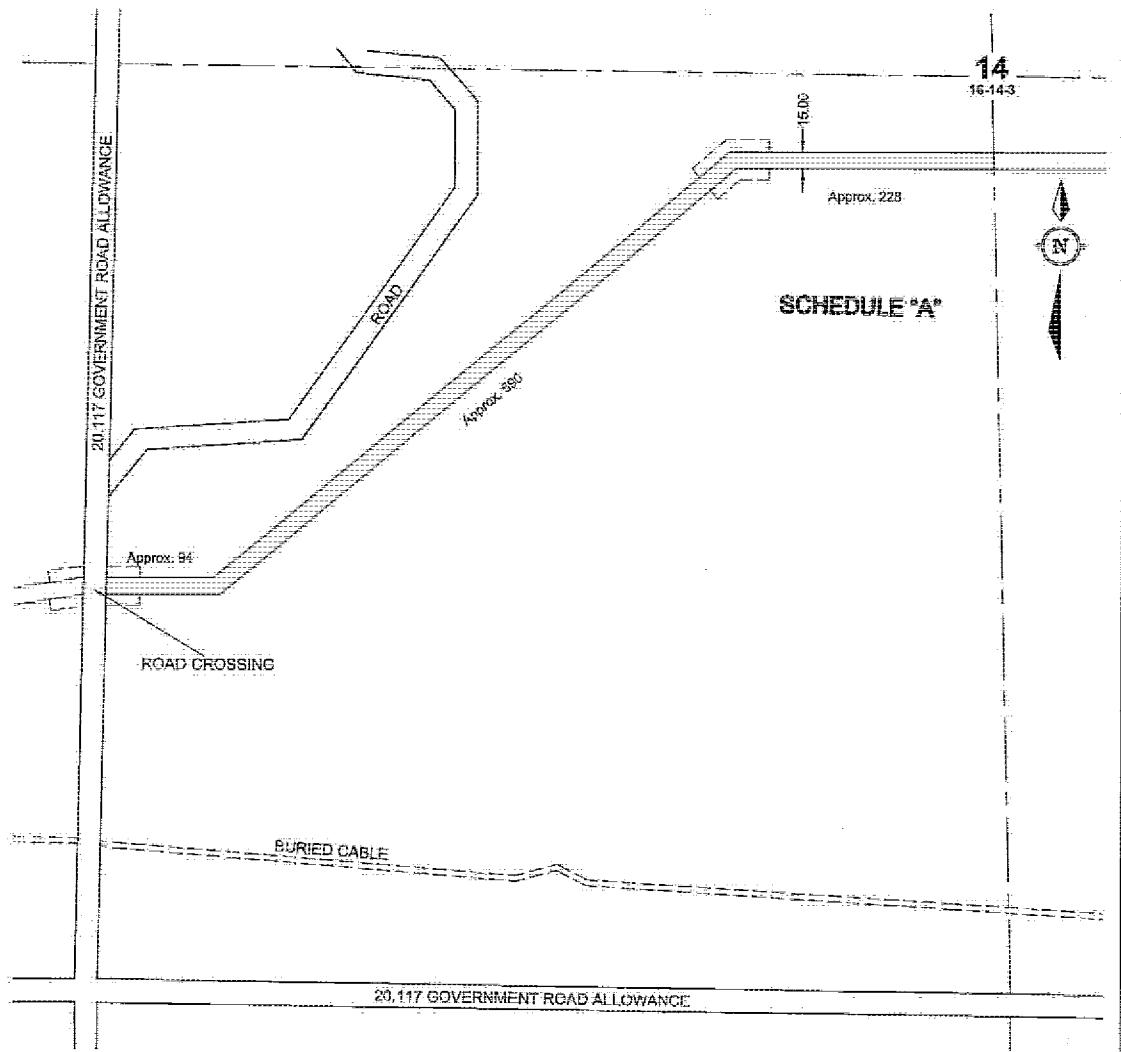
TYPICAL ROAD CROSSING

Not to Scale

NOTE: Millennium Land Ltd. is not responsible for any omissions to this sketch concerning buried cables, pipelines etc. Location of those shown on this sketch are approximate and are to assist the physical location at the time of construction. All buried facilities should be located by the respective authorities prior to construction.

SASK 1ST CALL 1-866-828-4888

SKETCH PLAN SHOWING
Flowline Right of Way
SW 1/4, Sec 14, Twp 016, Rge 14 W3M



Portion referred to shown thus ...

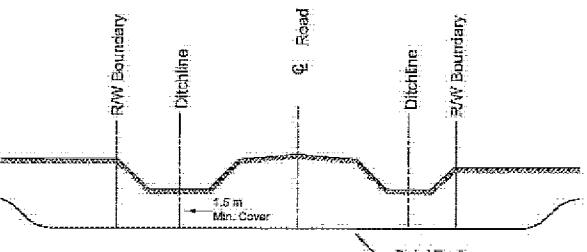
TWS shown thus ...

Measurements are approximate and shown in meters.

APPROXIMATE AREA REQUIRED: 1.40 ha (3.40 ac)
 APPROXIMATE TWS REQUIRED: 0.19 ha (0.47 ac)

LAND LOCATION: SW 1/4, Sec 14, Twp 016, Rge 14 W3M
 LAND OWNER: Lucie Zimmermann
 PARCEL #: 142984446

OPERATOR: Canadian Combined
 Cycle Station I, LP



TYPICAL ROAD CROSSING

Not to Scale

NOTE: Millennium Land Ltd. is not responsible for any omissions to this sketch concerning buried cables, pipelines etc. Location of those shown on this sketch are approximate and are to assist the physical location at the time of construction. All buried facilities should be located by the respective authorities prior to construction.

SASK 1ST CALL 1-866-828-4888

SCALE: 1:5000	MLL File No. SCP14270
DRAWN BY: BJJ	PAGE: 22 OF 32

 **MILLENNIUM
 LAND LTD.**

Schedule B
The Homesteads Act, 1989 (Saskatchewan) Documentation

[SEE ATTACHED]

L-3

AFFIDAVIT
THE HOMESTEADS ACT, 1989 SASKATCHEWAN

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, Lucie Zimmermann, of Swift Current, in the Province of Saskatchewan, make oath and say that:

1. That I am the Grantor named in the within disposition.
- ~~2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.~~

- or -

2. I have no spouse.
- ~~2. My spouse is a registered owner of the land that is the subject matter of this disposition and a signatory of this disposition.~~

- or -

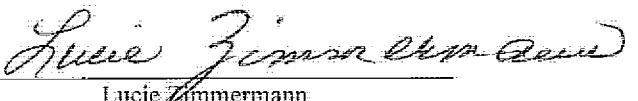
2. My spouse and I have entered into an interspousal agreement pursuant *The Family Property Act* in which my spouse has specifically released all ~~his~~ or her homestead rights in the land that is the subject matter of this disposition.
- ~~2. An order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is subject of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).~~

SWORN before me at Swift Current,
in the Province of Saskatchewan,
this 20 day of April,
20 16.


Christopher Martens
A Commissioner for Oaths For Saskatchewan.
My commission expires: Sept. 30/2019

-or-

Being a Solicitor.


Lucie Zimmermann

AFFIDAVIT
THE HOMESTEADS ACT, 1989 SASKATCHEWAN

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, _____, of Swift Current, in the Province of Saskatchewan, make oath and say that:

1. That I am the Grantor named in the within disposition.
2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.
- or -
2. I have no spouse.
- or -
2. My spouse is a registered owner of the land that is the subject matter of this disposition and a signatory of this disposition.
- or -
2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.
- or -
2. An order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is subject of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

SWORN before me at _____,
in the Province of Saskatchewan,
this _____ day of _____,
20____.

A Commissioner for Oaths For Saskatchewan.
My commission expires: _____

-or-

Being a Solicitor.

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of Lucie Zimmermann, consent to the above/attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above/attached disposition in favour of the Grantee to the extent necessary to give effect to this Easement Agreement.

Signed: _____
Name:

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, being a Notary Public or a Solicitor, certify that I have examined _____, non-owning spouse of Lucie Zimmermann. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse, and
- (b) understands his or her rights in the homestead.

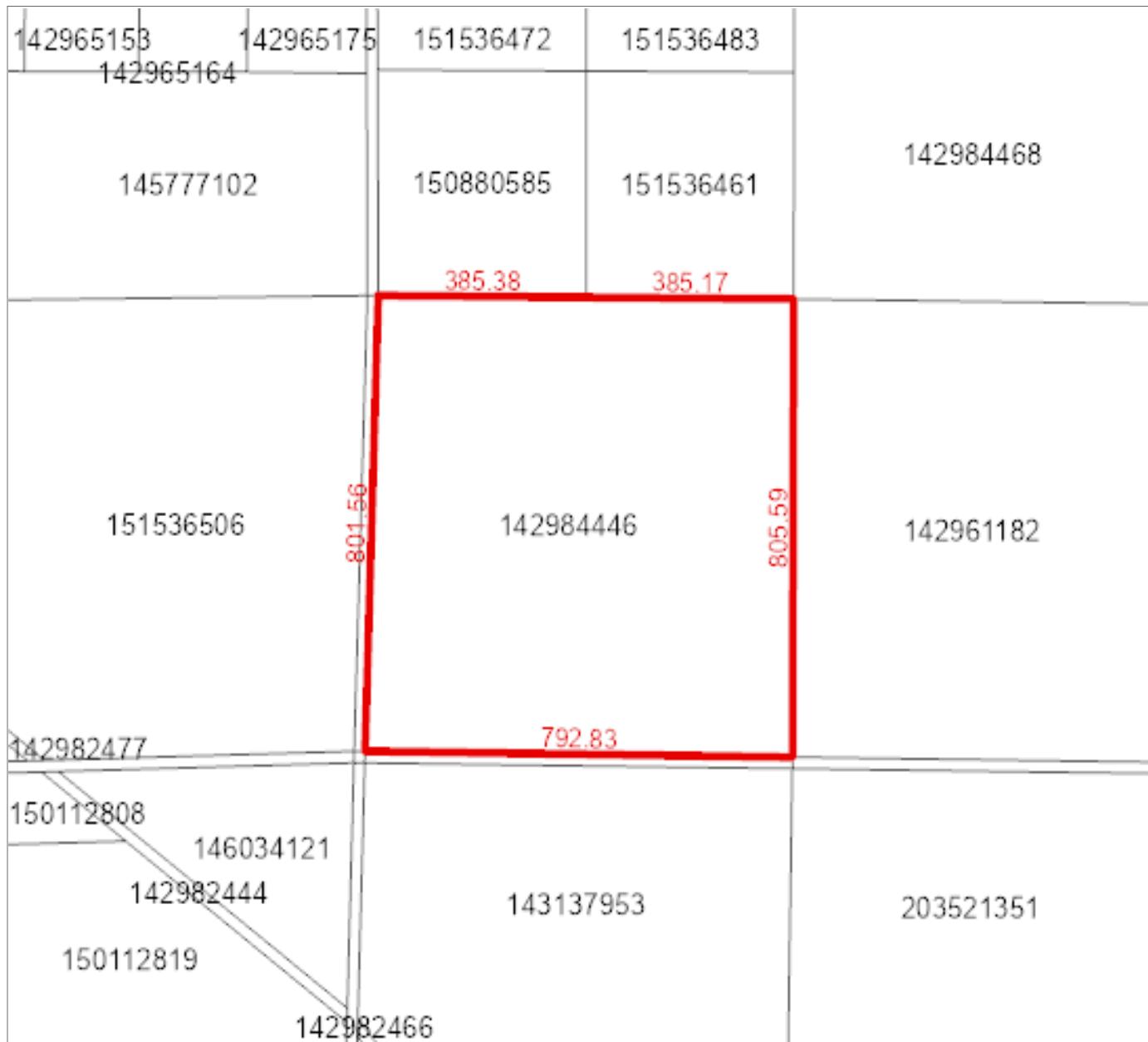
I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached Easement Agreement and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED at _____, Saskatchewan this _____ day of _____, 20____.

Signed: _____
Name:
Notary Public / Solicitor

Surface Parcel Number: 142984446

REQUEST DATE: Thu Oct 23 20:57:20 GMT-06:00 2025

**Owner Name(s) :** Multiple**Municipality :** RM OF SWIFT CURRENT NO. 137**Area :** 62.807 hectares (155.2 acres)**Title Number(s) :** Multiple**Converted Title Number :** N/A**Parcel Class :** Parcel (Generic)**Ownership Share :** N/A**Land Description :** SW 14-16-14-3 Ext 0**Source Quarter Section :** SW-14-16-14-3**Commodity/Unit :** Multiple

Municipality Name: RM OF SWIFT CURRENT (RM)

Assessment ID Number : 137-001114400

PID: 200902971



Civic Address:

Legal Location: Qtr SW Sec 14 Tp 16 Rg 14 W 3 Sup

Supplementary:

Title Acres: 157.00

School Division: 211

Neighbourhood: 137-220

Overall PUSE: 2000

Call Back Year:

Reviewed: 10-Sep-1998

Change Reason:

Year / Frozen ID: 2025-32560

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
58.00	K - [CULTIVATED]	Soil association 1	SN - [SWINTON]	Topography	T1 - Level / Nearly Level	\$/ACRE	2,180.80
		Soil texture 1	SIL - [SILT LOAM]	Stones (qualities)	S1 - None to Few	Final	58.00
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				
34.00	K - [CULTIVATED]	Soil association 1	AD - [ARDILL]	Topography	T2 - Gentle Slopes	\$/ACRE	1,873.20
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	49.82
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]				
		Soil association 2	WM - [WOOD MOUNTAIN]				
		Soil texture 3	L - [LOAM]				
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				
5.00	K - [CULTIVATED]	Soil association 1	AD - [ARDILL]	Topography	T3 - Moderate Slopes	\$/ACRE	1,724.50
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	45.86
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]				
		Soil association 2	WM - [WOOD MOUNTAIN]				
		Soil texture 3	L - [LOAM]				
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	ER10				

AGRICULTURAL WASTE LAND

Acres	Waste Type
60	DRAW

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status

Municipality Name: RM OF SWIFT CURRENT (RM)**Assessment ID Number : 137-001114400****PID: 200902971**

Agricultural \$199,400

1

Other Agricultural

55%

\$109,670

Taxable

Total of Assessed Values: \$199,400

Total of Taxable/Exempt Values: \$109,670

Province of Saskatchewan

Land Titles Registry

Title

Title #: [158424273](#)

Title Status: Active

Parcel Type: Surface

Parcel Value: \$278,552.00 CAD

Title Value: \$69,638.00 CAD

Converted Title: 90SC04540A

Previous Title and/or Abstract #: [158423980](#)

As of: 13 Jan 2026 17:42:58

Last Amendment Date: 13 Jan 2026 15:35:34.913

Issued: 25 Feb 2025 10:49:06.160

Municipality: RM OF SWIFT CURRENT NO. 137

BRUCE ROBERT ZIMMERMANN is the registered owner of an undivided 1/4 interest in Surface Parcel #142961182

Reference Land Description: SE Sec 14 Twp 16 Rge 14 W 3 Extension 0
As described on Certificate of Title 90SC04540A.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

[201136137](#)

CNV Easement

Value: N/A

Reg'd: 28 May 1992 00:09:48

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

As to 0.40 ha

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: [107123891](#)

Converted Instrument #: [92SC05877](#)

Feature #: [100112533](#)

Interest #:

[201136159](#)

Pipelines Act - Easement

Value: N/A

Reg'd: 29 Aug 2016 10:25:08

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

NEXTERA ENERGY
700 UNIVERSE BLVD. LAW / JB
JUNO BEACH, FL, United States of America 33408
Client #: 131852213

Int. Register #: [121787938](#)

Interest #:
201136160

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 08 May 2017 09:04:07
Interest Register Amendment Date: 28 Apr
2023 14:24:34
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

EASEMENT FOR ELECTRICAL TRANSMISSION LINE DATED APRIL 20, 2017
BETWEEN SASKATCHEWAN POWER CORPORATION AND LUCIE
ZIMMERMANN

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 122239458
Feature #: 100342842

Addresses for Service:

Name	Address
Owner: BRUCE ROBERT ZIMMERMANN Client #: 127594356	Box 37 Indian Head, SK, Canada S0G 2K0

Notes:

Parcel Class Code: Parcel (Generic)

Province of Saskatchewan

Land Titles Registry

Title

Title #: [158424284](#)

Title Status: Active

Parcel Type: Surface

Parcel Value: \$278,552.00 CAD

Title Value: \$69,638.00 CAD

Converted Title: 90SC04540A

Previous Title and/or Abstract #: [158423980](#)

As of: 13 Jan 2026 17:43:12

Last Amendment Date: 13 Jan 2026 15:35:34.920

Issued: 25 Feb 2025 10:49:06.946

Municipality: RM OF SWIFT CURRENT NO. 137

DONALD LLOYD ZIMMERMANN is the registered owner of an undivided 1/4 interest in Surface Parcel #142961182

Reference Land Description: SE Sec 14 Twp 16 Rge 14 W 3 Extension 0
As described on Certificate of Title 90SC04540A.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

[201136227](#)

CNV Easement

Value: N/A

Reg'd: 28 May 1992 00:09:48

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

As to 0.40 ha

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: [107123891](#)

Converted Instrument #: [92SC05877](#)

Feature #: [100112533](#)

Interest #:

[201136249](#)

Pipelines Act - Easement

Value: N/A

Reg'd: 29 Aug 2016 10:25:08

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

NEXTERA ENERGY
700 UNIVERSE BLVD. LAW / JB
JUNO BEACH, FL, United States of America 33408
Client #: 131852213

Int. Register #: [121787938](#)

Interest #:
201136250

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 08 May 2017 09:04:07
Interest Register Amendment Date: 28 Apr
2023 14:24:34
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

EASEMENT FOR ELECTRICAL TRANSMISSION LINE DATED APRIL 20, 2017
BETWEEN SASKATCHEWAN POWER CORPORATION AND LUCIE
ZIMMERMANN

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 122239458
Feature #: 100342842

Addresses for Service:

Name	Address
Owner: DONALD LLOYD ZIMMERMANN	#19 - 901 Westside Road South Kelowna, BC, Canada V1Z 3W9
Client #: 137795811	

Notes:

Parcel Class Code: Parcel (Generic)

Province of Saskatchewan

Land Titles Registry

Title

Title #: 158424262

Title Status: Active

Parcel Type: Surface

Parcel Value: \$278,552.00 CAD

Title Value: \$69,638.00 CAD

Converted Title: 90SC04540A

Previous Title and/or Abstract #: 158423980

As of: 13 Jan 2026 17:42:39

Last Amendment Date: 13 Jan 2026 15:35:34.903

Issued: 25 Feb 2025 10:49:05.913

Municipality: RM OF SWIFT CURRENT NO. 137

GORDON ALLAN ZIMMERMANN is the registered owner of an undivided 1/4 interest in Surface Parcel #142961182

Reference Land Description: SE Sec 14 Twp 16 Rge 14 W 3 Extension 0
As described on Certificate of Title 90SC04540A.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

201136070

CNV Easement

Value: N/A

Reg'd: 28 May 1992 00:09:48

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

As to 0.40 ha

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: 107123891

Converted Instrument #: 92SC05877

Feature #: 100112533

Interest #:

201136092

Pipelines Act - Easement

Value: N/A

Reg'd: 29 Aug 2016 10:25:08

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

NEXTERA ENERGY
700 UNIVERSE BLVD. LAW / JB
JUNO BEACH, FL, United States of America 33408
Client #: 131852213

Int. Register #: 121787938

Interest #:
201136104

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 08 May 2017 09:04:07
Interest Register Amendment Date: 28 Apr
2023 14:24:34
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

EASEMENT FOR ELECTRICAL TRANSMISSION LINE DATED APRIL 20, 2017
BETWEEN SASKATCHEWAN POWER CORPORATION AND LUCIE
ZIMMERMANN

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 122239458
Feature #: 100342842

Addresses for Service:

Name	Address
Owner: GORDON ALLAN ZIMMERMANN Client #: 127594345	1199 Sunnybrae Road Kelowna, BC, Canada V1Z 2N9

Notes:

Parcel Class Code: Parcel (Generic)

Province of Saskatchewan

Land Titles Registry

Title

Title #: [158424240](#)

Title Status: Active

Parcel Type: Surface

Parcel Value: \$278,552.00 CAD

Title Value: \$69,638.00 CAD

Converted Title: 90SC04540A

Previous Title and/or Abstract #: [158423980](#)

As of: 13 Jan 2026 17:42:17

Last Amendment Date: 13 Jan 2026 15:35:35.210

Issued: 25 Feb 2025 10:49:05.533

Municipality: RM OF SWIFT CURRENT NO. 137

RODNEY HEINZ ZIMMERMANN is the registered owner of an undivided 1/4 interest in Surface Parcel #142961182

Reference Land Description: SE Sec 14 Twp 16 Rge 14 W 3 Extension 0
As described on Certificate of Title 90SC04540A.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

201136036

CNV Easement

Value: N/A

Reg'd: 28 May 1992 00:09:48

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

As to 0.40 ha

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: [107123891](#)

Converted Instrument #: [92SC05877](#)

Feature #: [100112533](#)

Interest #:

201136058

Pipelines Act - Easement

Value: N/A

Reg'd: 29 Aug 2016 10:25:08

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

NEXTERA ENERGY
700 UNIVERSE BLVD. LAW / JB
JUNO BEACH, FL, United States of America 33408
Client #: 131852213

Int. Register #: [121787938](#)

Interest #:
201136069

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 08 May 2017 09:04:07
Interest Register Amendment Date: 28 Apr
2023 14:24:34
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

EASEMENT FOR ELECTRICAL TRANSMISSION LINE DATED APRIL 20, 2017
BETWEEN SASKATCHEWAN POWER CORPORATION AND LUCIE
ZIMMERMANN

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 122239458
Feature #: 100342842

Addresses for Service:

Name	Address
Owner: RODNEY HEINZ ZIMMERMANN Client #: 127594323	3208 Winchester Road Regina, SK, Canada S4V 2T4

Notes:

Parcel Class Code: Parcel (Generic)

EASEMENT AGREEMENT
(Water Pipelines Easement)

THIS EASEMENT AGREEMENT ("Agreement") dated effective this 20 day of April, 2016 (the "effective date").

BETWEEN:

LUCIE ZIMMERMANN

(the "Grantor")

AND:

CANADIAN COMBINED CYCLE STATION I, LP

(the "Grantee")

WHEREAS:

A. The Grantor is the registered legal and beneficial owner of certain lands legally known as:

PARCEL 1

**SE SEC 14 TWP 16 RGE 14 W 3 EXTENSION 0
AS DESCRIBED ON CERTIFICATE OF TITLE 90SC04540A
SURFACE PARCEL 142961182
STIPULATED ACREAGE 156.56 ACRES**

PARCEL 2

**SW SEC 14 TWP 16 RGE 14 W 3 EXTENSION 0
AS DESCRIBED ON CERTIFICATE OF TITLE 90SC04540
SURFACE PARCEL 142984446
STIPULATED ACREAGE 155.20 ACRES**

(the "Grantor's Lands").

B. The Grantee desires an easement for the construction, installation, operation, maintenance, installation, repair, replacement and removal of one or more water pipelines to carry water (the "Pipelines") for use in the operation of Grantee's potential combined cycle gas turbine project (the "Project").

C. The Grantor has agreed to grant to the Grantee an easement as set forth in this Agreement.

NOW THEREFORE, this Agreement witnesses that in consideration for the payment of the Easement Price (as defined in this Agreement) paid by the Grantee to the Grantor, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants an easement to the Grantee on the following terms and conditions:



1. GRANT OF EASEMENT

1.1 Easement

Subject to the terms and conditions of this Agreement, the Grantor grants to the Grantee, its employees, agents, contractors, successors and assigns, the right, licence, liberty, privilege and easement to clear and to use that portion of the Grantor's Lands, being right-of-way and temporary workspace as outlined on Schedule A (the "Right-of-Way"):

- (a) to enter upon the Grantor's Lands as reasonably required for the purpose of surveying, laying down, constructing, operating, maintaining, inspecting, repairing, replacing and/or removing the Pipelines, and all other facilities appurtenant, affixed or incidental thereto for the conveyance, transportation, storage or handling of water (collectively, the "Works"); and
- (b) the right of entrance and exit to and from the Grantor's Lands as reasonably required solely for purposes necessary or incidental to the exercise and enjoyment of the Right-of-Way,

from the effective date and for so long thereafter as the Grantee, its employees, agents, contractors, successors and assigns may desire to exercise the Right-of-Way, until terminated in accordance with this agreement.

1.2 Location of Works and Right-of-Way

The Parties acknowledge and agree that Works shall be located at and the Right-of-Way shall be on, over, under and through that portion of the Grantor's Lands set forth in Schedule A; provided however, if the Grantee prepares or causes to be prepared a descriptive plan, plan of survey or other similar document for the Right-of-Way, then the Grantor and the Grantee agree that if and when such plan has been prepared such description based on such plan shall conclusively be deemed to constitute the full, true and accurate description of the Right-of-Way. The Grantee undertakes to provide the Grantor with a copy of such plan within a reasonable time following its completion.

1.3 Consideration

On the effective date the Grantee shall pay to the Grantor (and/or other persons interested in the Grantor's Lands such as purchaser, mortgagee, encumbrancee or otherwise) the amounts set out in Schedule C as consideration for the rights granted to the Grantee, pursuant to the terms and conditions set forth in Schedule C. The Parties agree that Schedule C shall not be registered with this Agreement.

1.4 Construction, Maintenance and Repair of Works

The Works shall be constructed, operated, maintained, inspected, repaired, replaced and/or removed at the sole expense of the Grantee and in a good and workmanlike manner. The Grantee shall at all times comply with all provincial, federal and municipal laws, including environmental laws and regulations, applicable to the construction, operation, maintenance, inspection, repair, replacement and/or removal of the Works. At all times, the Grantee shall ensure that the Works are properly constructed, operated, maintained and/or inspected and shall promptly effect any repairs or replacement to the Works as may be required.

1.5 Certain Limitations on Rights of Grantor

LJZ

The Grantor shall have the right fully to use and enjoy the Right-of-Way except as may be necessary for the purposes granted to the Grantee; provided however, that the Grantor shall not, without the prior written consent of the Grantee, which consent may not be unreasonably withheld, interfere in any way with any of the Works or the entrance and exit by the Grantee to and from the Right-of-Way. For greater certainty, nothing in this Section 1.5 shall require the Grantor to obtain the consent of the Grantee with respect to maintenance of livestock fences, or seeding, growing and/or harvesting crops (provided that the Grantor conducts such activities in manner that does not interfere with the construction and installation of the Works by the Grantee or interfere in any way with the Right-of-Way).

1.6 Notice by Grantee Prior to Entering Grantor's Lands

Prior to commencement of construction, the Grantee shall provide reasonable notice (verbal or written) to the Grantor prior to entering upon the Grantor's Lands. All other notices to be given under this Agreement shall be in writing and all such notices and any payments to be made hereunder may be made or served personally, by overnight mail or registered letter addressed to:

To Grantor: Lucie Zimmerman
417-165 Robert St. W.
Swift Current, SK S9H 5B7
Telephone: (306) 773-6789

To Grantee: Canadian Combined Cycle Station I, LP
390 Bay Street, Suite 1720
Toronto, ON M5H 2Y2 Canada
Attention: Land Services
Telephone: (416) 364-9714

With a copy to: Canadian Combined Cycle Station I, LP
700 Universe Blvd., FEW/JB
Juno Beach, FL 33408
Attention: Land Services
Telephone: (855) 552-9872

or such other address, as Grantor or Grantee respectively, may from time to time advise and any such notices or payments shall be deemed to be given and received by the addressee upon personal service or, if served by registered letter, fourteen (14) days after mailing thereof, postage prepaid, or if served by overnight mail, one (1) day after mailing thereof. In the event of a postal interruption, all notices to be given and all payments to be made hereunder may be made or served personally or delivered to the intended recipient at the address of the recipient set out above. Grantee shall also be permitted to make any payment to Grantor electronically at Grantee's discretion and subject to Grantor's consent.

1.7 Easement Runs with Land

The Parties agree that the Right-of-Way shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Grantor's Lands. The Grantee may, at the Grantee's own expense, register in the Saskatchewan Land Titles Registry this easement against the title to the Grantor's Lands, which interest will be registered in favour of the Grantee.

1.8 Mortgage, Pledge, Etc.

L.J.

The Grantee shall be entitled to hypothecate, mortgage, pledge or charge all or any portion of the Grantee's right, title or interest in and to either or both of (i) the Right-of-Way and (ii) this Agreement and in connection therewith to assign the Grantee's right, title or interest in and to either or both of (i) the Right-of-Way and (ii) this Agreement by way of security.

1.9 Termination

- (a) The Grantee may, at any time for whatever reason or cause, upon giving written notice to the Grantor, terminate this Agreement and the Right-of-Way, following which this Agreement and the Right-of-Way shall be of no further effect and the Grantee shall be relieved of all obligations other than those accrued to the date of termination. If the Grantee does not proceed with the Project for any reason within one (1) year of the effective date, the Grantee undertakes to give written notice to the Grantor of termination this Agreement and the Right-of-Way as soon as reasonably practicable and discharge any registration in the Saskatchewan Land Titles Registry of this Agreement and the Right-of-Way.
- (b) Upon the termination of this Agreement and the Right-of-Way, the Grantee:
 - i. may, at its option, leave abandoned in-place any buried pipeline(s) and/or related equipment or appurtenances, as well as other lines, equipment, devices and/or installations; and
 - ii. shall restore the Right-of-Way to the same condition, so far as it is practicable to do so, as the same was prior to the entry thereon and the use thereof by the Grantee.

provided that, following termination, the Works will not interfere with the use of the Grantor's Lands for agricultural purposes.

1.10 Condition Precedent

Notwithstanding anything in this Agreement to the contrary, a condition precedent to this Agreement for the mutual benefit of both Parties is that the Grantee shall, within thirty (30) months of the effective date, or such later date which the Parties may agree in writing, have obtained the approval of the appropriate approving authority under *The Planning and Development Act, 2007*.

2. INDEMNIFICATION

2.1 Indemnity

The Grantee shall defend, indemnify and save harmless the Grantor from and against all claims of any kind (including reasonable legal fees on a solicitor and client basis) made or brought against and all losses suffered by the Grantor from any cause arising out of or related to this Agreement or the non-performance of the Grantee's obligations under or pursuant to this Agreement, except to the extent such claim or loss results from the Grantor's breach of its obligations under this Agreement, gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Grantee shall compensate the Grantor for all direct damage done to growing crops, fences and livestock by reason of the exercise of the rights granted by this Agreement.

3. GENERAL

3.1 Homestead Legislation

The Grantor covenants, represents and warrants that the Grantor's Lands are not a homestead as defined in *The Homesteads Act, 1989* (Saskatchewan) or, if a homestead, the Grantor's spouse consents to this Agreement and the Right-of-Way and will any other assurances and documents of title in respect of the Right-of-Way as may be required by the Grantee, including a consents of non-owning spouse, affidavits and certificates of acknowledgement as may be required and as provided for in Schedule B.

3.2 Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties with respect to the Right-of-Way, and the Grantor represents and warrants that there are no prior agreements affecting the rights granted by this Agreement, other than as set forth in this Agreement or as may be set forth in an agreement in writing between the Grantor and the Grantee made subsequent to the effective date.

3.3 Assignment

This Agreement may be assigned by the Grantee in whole or in part as to all or any portion of the rights, licences, liberties, privileges and easements hereby granted, transferred and conveyed, without the consent of the Grantor.

3.4 Successors and Assigns

This Agreement shall be binding on and enure to the benefit of the Parties and their respective heirs, executors, administrators, successors (including any successor by reason of amalgamation of any Party) and assigns.

3.5 Joint and Several Obligations

Where a Party is more than one individual, the obligations of that Party shall be joint and several.

3.6 Choice of Law

This Agreement shall be construed in accordance with the laws of the Province of Saskatchewan.

3.7 Expanded Meanings

Words used in this Agreement importing number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.

3.8 Disputes

The parties agree to negotiate all disputes arising from this Agreement in good faith after receiving written notification of the existence of a dispute from the other party. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction. Time is of the essence with regard to the terms and conditions of this Agreement.

3.9 Counterparts; Electronic Transmission

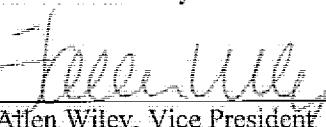
L.J.

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation or by electronic transmission of portable document format ("pdf") file or other electronic file, shall be equally effective as delivery of a manually executed counterpart. The parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defence based on the execution in counterparts or the delivery of executed counterparts by electronic means.

IN WITNESS WHEREOF the Grantee has executed this Agreement as of the Effective Date.

THE GRANTEE

CANADIAN COMBINED CYCLE STATION I,
LP
By its general partner:
Canadian Combined Cycle Station I GP, Inc.

Per: 
F. Allen Wiley, Vice President

I have the authority to bind the grantee.

IN WITNESS WHEREOF the Grantor has executed this Agreement as of the Effective Date.

If the Grantor is a corporation, sign the following:

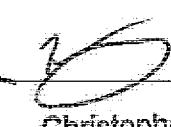
THE GRANTOR

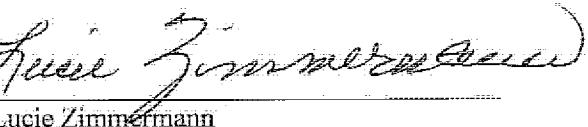
Per: _____
Name: _____
Title: _____

I have the authority to bind the grantor.

If the Grantor(s) is (are) an individual, sign the following:

THE GRANTOR

Signed: 
Witness Name: _____
Witness Address: Christopher Martens

Signed: 
Lucie Zimmeffmann

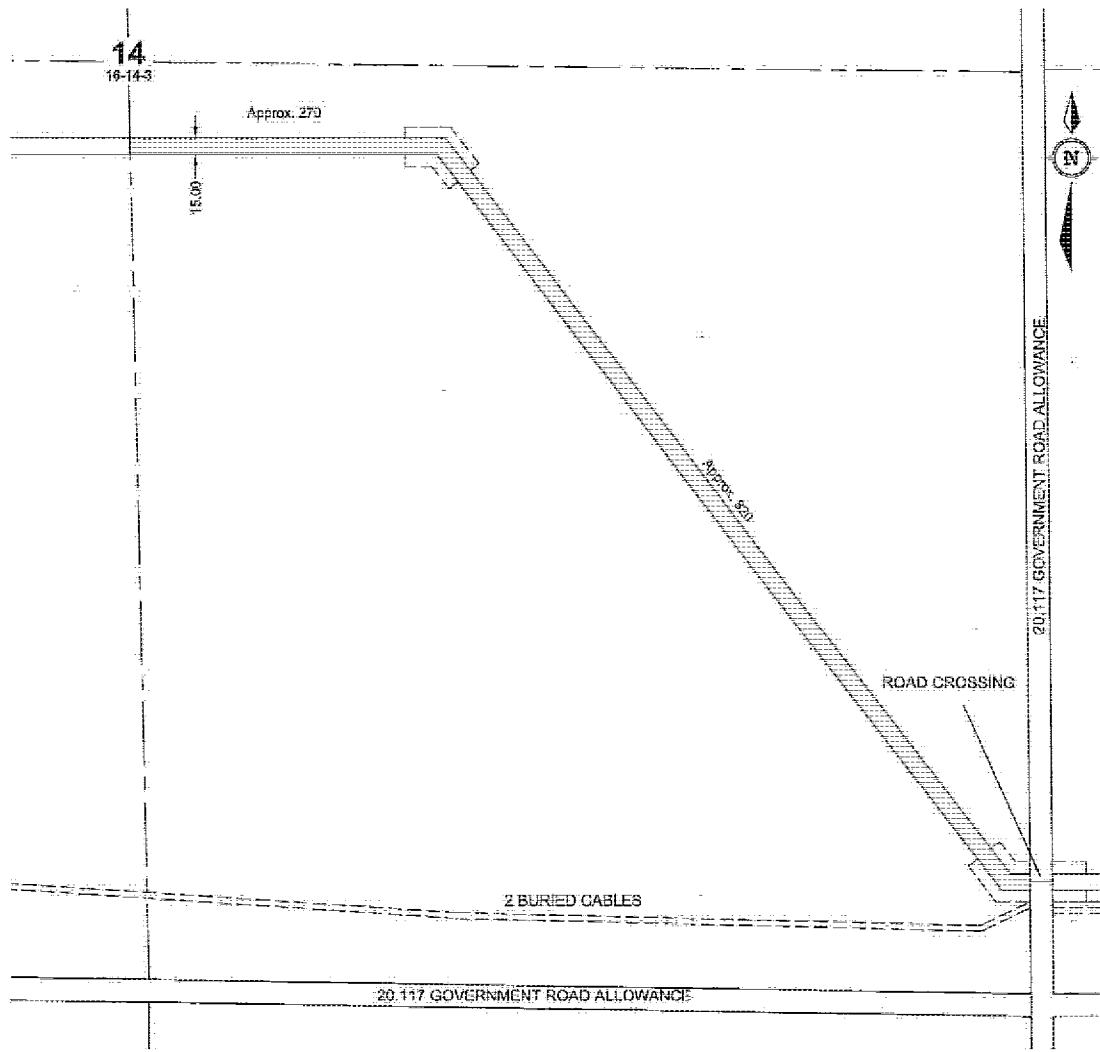
Swift Current, SK.

Schedule A
Location of Works and Right-of-Way

[SEE ATTACHED]

L. J.

SKETCH PLAN SHOWING
Flowline Right of Way
SE 1/4, Sec 14, Twp 016, Rge 14 W3M

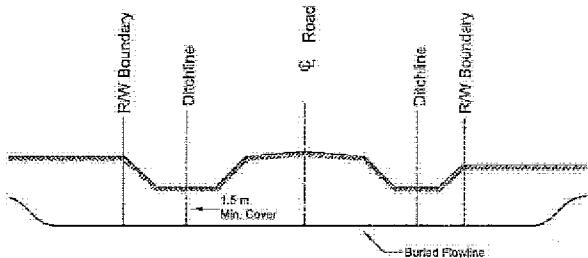


Portion referred to shown thus ...
 TWS shown thus ...
 Measurements are approximate and shown in meters

APPROXIMATE AREA REQUIRED: 1.67 ha. (4.13 ac)
 APPROXIMATE TWS REQUIRED: 0.23 ha. (0.58 ac)

LAND LOCATION: SE 1/4, Sec 14, Twp 016, Rge 14 W3M
 LAND OWNER: Lucie Zimmermann
 PARCEL #: 142961182

OPERATOR: Canadian Combined
 Cycle Station I, LP

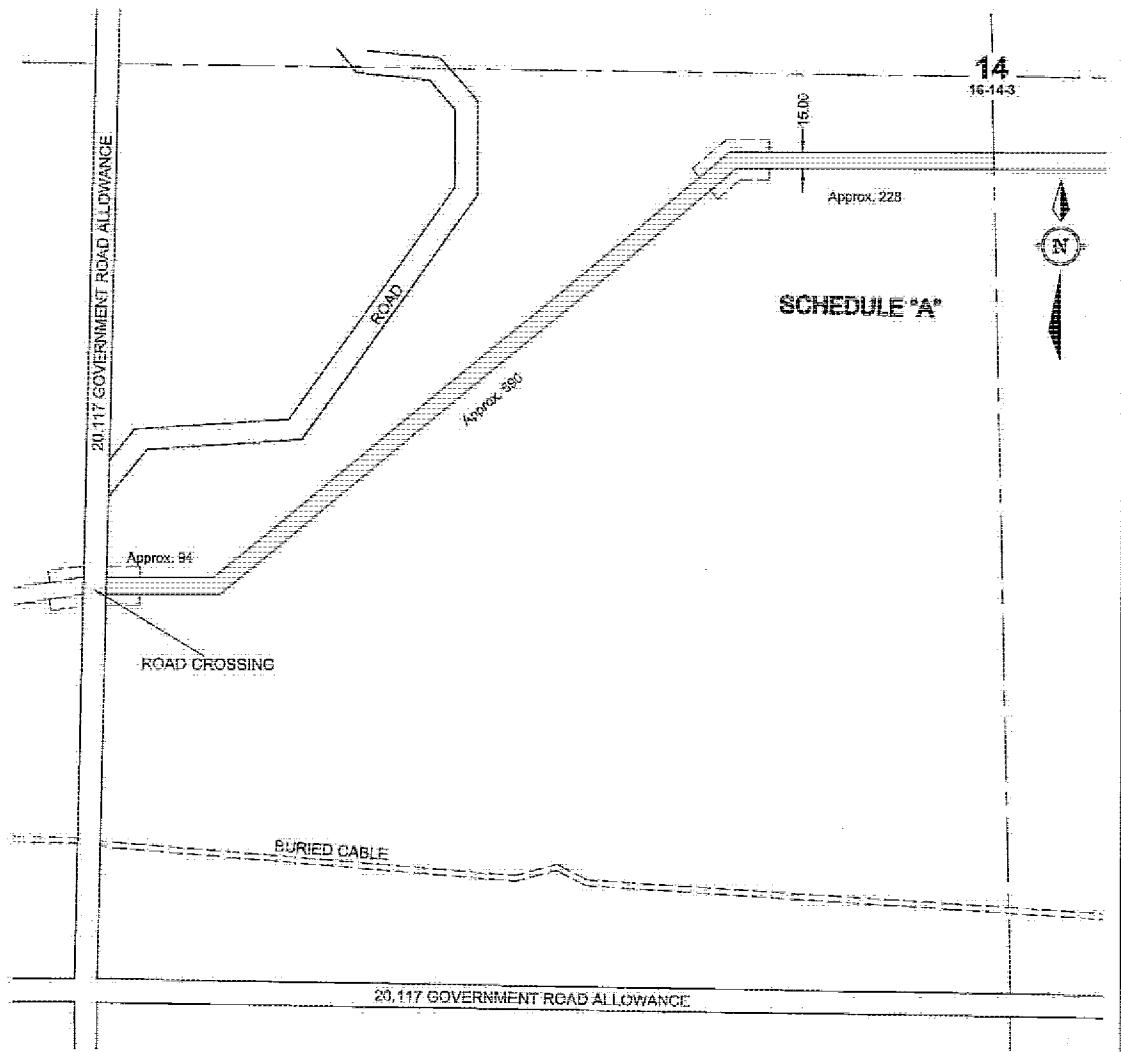


Not to Scale

NOTE: Millennium Land Ltd. is not responsible for any omissions to this sketch concerning buried cables, pipelines etc. Location of those shown on this sketch are approximate and are to assist the physical location at the time of construction. All buried facilities should be located by the respective authorities prior to construction.

SASK 1ST CALL 1-866-828-4888

SKETCH PLAN SHOWING
Flowline Right of Way
SW 1/4, Sec 14, Twp 016, Rge 14 W3M



Portion referred to shown thus ...

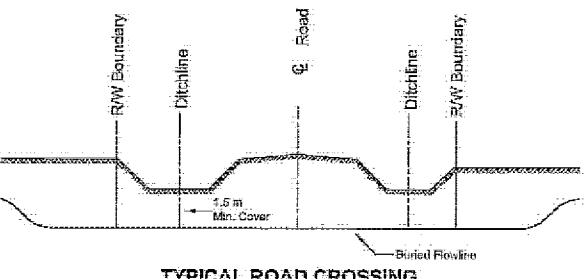
TWS shown thus ...

Measurements are approximate and shown in meters.

APPROXIMATE AREA REQUIRED: 1.40 ha (3.40 ac)
 APPROXIMATE TWS REQUIRED: 0.19 ha (0.47 ac)

LAND LOCATION: SW 1/4, Sec 14, Twp 016, Rge 14 W3M
 LAND OWNER: Lucie Zimmerman
 PARCEL #: 142984446

OPERATOR: Canadian Combined
 Cycle Station I, LP



NOTE: Millennium Land Ltd. is not responsible for any omissions to this sketch concerning buried cables, pipelines etc. Location of those shown on this sketch are approximate and are to assist the physical location at the time of construction. All buried facilities should be located by the respective authorities prior to construction.

SASK 1ST CALL 1-866-828-4888

SCALE: 1:5000	MLL File No. SCP14270
DRAWN BY: BJJ	PAGE: 22 OF 32
 MILLENNIUM LAND LTD.	

Schedule B
The Homesteads Act, 1989 (Saskatchewan) Documentation

[SEE ATTACHED]

L-3

AFFIDAVIT
THE HOMESTEADS ACT, 1989 SASKATCHEWAN

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, Lucie Zimmermann, of Swift Current, in the Province of Saskatchewan, make oath and say that:

1. That I am the Grantor named in the within disposition.
- ~~2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.~~

- or -

2. I have no spouse.
- ~~2. My spouse is a registered owner of the land that is the subject matter of this disposition and a signatory of this disposition.~~

- or -

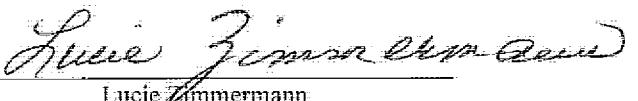
2. My spouse and I have entered into an interspousal agreement pursuant *The Family Property Act* in which my spouse has specifically released all ~~his~~ or her homestead rights in the land that is the subject matter of this disposition.
- ~~2. An order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is subject of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).~~

SWORN before me at Swift Current,
in the Province of Saskatchewan,
this 20 day of April,
20 16.


Christopher Martens
A Commissioner for Oaths For Saskatchewan.
My commission expires: Sept. 30/2019

-or-

Being a Solicitor.


Lucie Zimmermann

AFFIDAVIT
THE HOMESTEADS ACT, 1989 SASKATCHEWAN

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, _____, of Swift Current, in the Province of Saskatchewan, make oath and say that:

1. That I am the Grantor named in the within disposition.
2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.
- or -
2. I have no spouse.
- or -
2. My spouse is a registered owner of the land that is the subject matter of this disposition and a signatory of this disposition.
- or -
2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.
- or -
2. An order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is subject of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

SWORN before me at _____,
in the Province of Saskatchewan,
this _____ day of _____,
20____.

A Commissioner for Oaths For Saskatchewan.
My commission expires: _____

-or-

Being a Solicitor.

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of Lucie Zimmermann, consent to the above/attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above/attached disposition in favour of the Grantee to the extent necessary to give effect to this Easement Agreement.

Signed: _____
Name:

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, being a Notary Public or a Solicitor, certify that I have examined _____, non-owning spouse of Lucie Zimmermann. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse, and
- (b) understands his or her rights in the homestead.

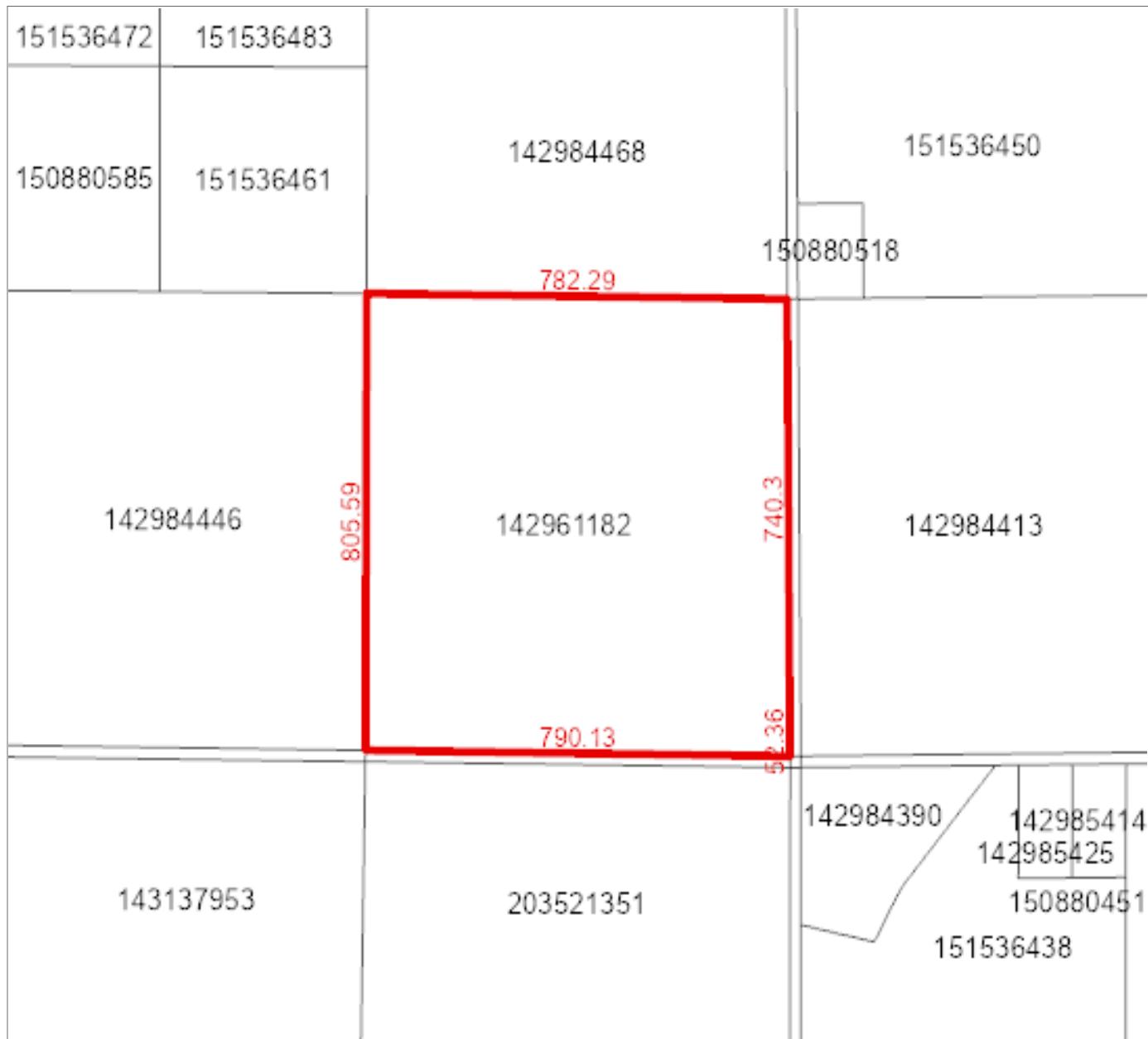
I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached Easement Agreement and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED at _____, Saskatchewan this _____ day of _____, 20____.

Signed: _____
Name:
Notary Public / Solicitor

Surface Parcel Number: 142961182

REQUEST DATE: Thu Oct 23 20:58:43 GMT-06:00 2025

**Owner Name(s) :** Multiple**Municipality :** RM OF SWIFT CURRENT NO. 137**Area :** 63.357 hectares (156.56 acres)**Title Number(s) :** Multiple**Converted Title Number :** N/A**Parcel Class :** Parcel (Generic)**Ownership Share :** N/A**Land Description :** SE 14-16-14-3 Ext 0**Source Quarter Section :** SE-14-16-14-3**Commodity/Unit :** Multiple

Municipality Name: RM OF SWIFT CURRENT (RM)

Assessment ID Number : 137-001114300

PID: 200902955



Civic Address:

Legal Location: Qtr SE Sec 14 Tp 16 Rg 14 W 3 Sup

Supplementary:

Title Acres: 160.00

School Division: 211

Neighbourhood: 137-220

Overall PUSE: 2000

Call Back Year:

Reviewed: 10-Sep-1998

Change Reason:

Year / Frozen ID: 2025-32560

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating
113.00	K - [CULTIVATED]	Soil assocation 1	SN - [SWINTON]	Topography	T1 - Level / Nearly Level	\$/ACRE
		Soil texture 1	SIL - [SILT LOAM]	Stones (qualities)	S1 - None to Few	Final
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]			2,093.57
10.00	K - [CULTIVATED]	Top soil depth	3-5	Natural hazard	NH: Natural Hazard Rate: 0.96	\$/ACRE
		Soil assocation 1	SN - [SWINTON]	Topography	T2 - Gentle Slopes	Final
		Soil texture 1	SIL - [SILT LOAM]	Stones (qualities)	S1 - None to Few	2,030.76
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]			54.01
7.00	K - [CULTIVATED]	Top soil depth	3-5	Natural hazard	NH: Natural Hazard Rate: 0.96	\$/ACRE
		Soil assocation 1	AD - [ARDILL]	Topography	T3 - Moderate Slopes	Final
		Soil texture 1	SIL - [SILT LOAM]	Stones (qualities)	S1 - None to Few	1,724.50
		Soil texture 2	CL - [CLAY LOAM]			45.86
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]			
		Soil assocation 2	WM - [WOOD MOUNTAIN]	Natural hazard	NH: Natural Hazard Rate: 0.96	
		Soil texture 3	L - [LOAM]			
		Soil texture 4				
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]			
		Top soil depth	ER10			

AGRICULTURAL WASTE LAND

Acres	Waste Type
30	DRAW

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$269,200		1	Other Agricultural	55%	\$148,060				Taxable

Municipality Name: RM OF SWIFT CURRENT (RM)**Assessment ID Number : 137-001114300****PID: 200902955**

Total of Assessed Values: \$269,200

Total of Taxable/Exempt Values: \$148,060