

**To:** Mr. Guy Laplante, Agnico Eagle Mines Limited — Upper Beaver Gold Project  
**Cc:** Amy Danchuk (Agnico Eagle); Township of Gauthier (Clerk); Township of McGarry (Clerk); Impact Assessment Agency of Canada — Upper Beaver Gold Project File

**Re:** Formal Assertion of Prescriptive Easement Rights — Beaverhouse Lake Access via Beaverhouse Road and the Proposed Fork Lake Access and Landing Area

**Date:** May 2, 2026

Mr. Laplante,

I write in my capacity as an impacted stakeholder within the Upper Beaver Gold Project influence area, as a long-standing user of Beaverhouse Road and Beaverhouse Lake, and as member of the Misema Blanche River Alliance (MBRA).

Despite repeated requests, Agnico Eagle has yet to address the easement rights of landowners and regional users of Beaverhouse Lake in relation to the proposed re-routing of public access through the new Fork Lake access and landing area.

The continued and prolonged absence of any substantive engagement on this issue — whether by way of written position, disclosure of underlying surveys and instruments, or a meeting on the record — has left me no responsible alternative but to formally assert my prescriptive easement rights at this time.

Please find attached, for your records the document titled "*Notice and Assertion of Prescriptive Easement Rights — Beaverhouse Road, Township of Gauthier, District of Timiskaming, Ontario.*"

**The Notice is grounded in:**

- Section 31 of the Real Property Limitations Act, R.S.O. 1990, c. L.15, under which my use — and that of my predecessors and family — of Beaverhouse Road for in excess of sixty (60) years has crystallized into an absolute and indefeasible right of way;
- The common-law doctrine of lost modern grant, as restated by the Court of Appeal for Ontario in *Hydro One Networks Inc. v. Shiner*, 2023 ONCA 723, and *Balogh v. R.C. Yantha Electric Ltd.*, 2021 ONCA 266; and
- Section 2(1) of the Road Access Act, R.S.O. 1990, c. R.34, which prohibits any barrier, gate, re-routing, or other obstacle that prevents motor-vehicle access to a parcel except upon a closing order of the Superior Court of Justice obtained on ninety (90) days' notice.

For the avoidance of doubt, this Notice serves as written notification that I do not consent — orally, in writing, or by any course of conduct — to the substitution of the historical Beaverhouse Road / Beaverhouse Lake access with the proposed Fork Lake access and landing area, nor to any gate, checkpoint, permit, waiver, indemnity, "consent to use" instrument, seasonal closure, hours-of-operation restriction, or 24-hour annual closure under s. 2(1)(d) of the Road Access Act purporting to defeat prescriptive rights that have already vested.

**Within thirty (30) days of the date of this email, I request that Agnico Eagle:**

1. Acknowledge in writing that Beaverhouse Road is an "access road" within the meaning of the Road Access Act and that no barrier or re-routing will be implemented without a prior court order on notice;
2. Identify the proponent representative authorized to receive service of further notices, complaints, and applications relating to access;
3. Disclose all surveys, registered plans, easements, road-use agreements, leases, mining claims, and IAAC-filed materials on which Agnico Eagle relies to assert ownership of, or exclusive control over, the travelled portion of Beaverhouse Road and the Fork Lake replacement access; and
4. Provide a written position on the easement rights of every landowner and regional user of Beaverhouse Lake affected by the proposed access change.

I remain open to a meeting, on the record, to discuss an arrangement that respects long-standing public and private access rights. Absent a substantive response within the thirty-day period, I reserve the right — without further notice — to seek an order under the Road Access Act requiring the removal of any unlawful barrier, an injunction restraining interference with the easement, damages, and any further relief available at law or in equity.

A copy of this correspondence, together with the attached Notice, is being placed on the IAAC public registry for the Upper Beaver Gold Project and shared with the Townships of Gauthier and McGarry.

All rights, remedies, and defences are expressly reserved. Nothing herein shall be construed as a waiver of any right under the Impact Assessment Act, S.C. 2019, c. 28, s. 1; the Canadian Navigable Waters Act, R.S.C. 1985, c. N-22; the Mining Act, R.S.O. 1990, c. M.14; or any applicable Crown duty to consult and accommodate.

Yours truly,

Simon Jutras  
1 Beaverhouse Rd  
Dobie, ON  
P0K 1B0

# Notice and Assertion of Prescriptive Easement Rights

Beaverhouse Road · Township of Gauthier · District of Timiskaming, Ontario

## SENDER (CLAIMANT OF EASEMENT RIGHTS)

Simon Jutras

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### Mailing Address

Municipality / Postal Code

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Telephone / Email

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DATE -----

## DELIVERED VIA REGISTERED MAIL AND EMAIL

**To:** Agnico Eagle Mines Limited — Upper Beaver Project Office

**Attention:** Project Director, Upper Beaver Gold Project

**Address:** \_72 Upper Canada Drive Dobie, ON P0K 1B0

**Email:** Ian.Laplante@agnicoeagle.com, amy.Danchuk@agnicoeagle.com, alain.cossette@agnicoeagle.com, townshipofgauthier@hotmail.com, kerrie@blaiselegal.com, UpperBeaver@iaac-aeic.gc.ca, MNEDG.Minister@ontario.ca

**Copy To:** Township of Gauthier (Clerk); Township of McGarry (Clerk); Ministry of Northern Development (Ontario); Impact Assessment Agency of Canada — Upper Beaver Gold Project File;

**Re:** Assertion of Prescriptive Easement Rights over Beaverhouse Road — Continuous Use Predating the Upper Beaver Gold Project (60+ Years)

Dear Sir or Madam,

I write in my capacity as a long-standing user of **Beaverhouse Road** to formally assert and place on record my **prescriptive easement rights** to continuous, uninterrupted access over that road. These rights arise at common law under the doctrine of lost modern grant and by statute under section 31 of the *Real Property Limitations Act*, R.S.O. 1990, c. L15, and they are protected against obstruction by the *Road Access Act*, R.S.O. 1990, c. R34. This letter serves as written notice that any closure, barrier, gate, checkpoint, re-routing, restriction of hours, or conditional permitting imposed in connection with the proposed Upper Beaver Gold Project will be treated as an interference with vested property rights.

## 1. Nature and Duration of Use

I (and/or my predecessors in title and family members) have used Beaverhouse Road openly, continuously, peaceably, as of right, and without permission of the registered owner since at least the year 1964, a period exceeding sixty (60) years. The uses have included, without limitation:

(a) Year-round vehicular access to private property, camps, cottages, and remote residences;

- (b) Access to and from traditional hunting, fishing, trapping, and harvesting grounds;
- (c) Access to Beaverhouse Lake and associated waterways for boating, recreation, and stewardship;
- (d) Movement of equipment, supplies, firewood, and materials in support of household and land-use activities;
- (e) Emergency, medical, and family-visit travel by residents and their guests.

Particulars of my use, including approximate start date, frequency, and witnesses able to corroborate the use, are set out in **Schedule A** to this letter.

## 2. Legal Basis of the Asserted Right

**(a) Real Property Limitations Act, s. 31.** Section 31 of the *Real Property Limitations Act*, R.S.O. 1990, c. L15, provides that a way or other easement enjoyed by a person claiming right thereto without interruption for twenty (20) years shall not be defeated by showing only that it was first enjoyed at any time prior to that twenty-year period, and that after forty (40) years the right shall be **absolute and indefeasible** unless enjoyed by some consent or agreement expressly given by deed or in writing. No such written consent has ever been given.

**(b) Doctrine of Lost Modern Grant.** The Court of Appeal for Ontario has confirmed that a prescriptive easement is established where the dominant tenement has enjoyed twenty (20) years of *continuous, uninterrupted, open and peaceful* use of the servient tenement, without objection by the owner: *Hydro One Networks Inc. v. Shiner*, 2023 ONCA 723; *Balogh v. R.C. Yantha Electric Ltd.*, 2021 ONCA 266. The use described above plainly satisfies, and far exceeds, that threshold and predates any conversion of the affected parcels to the Land Titles system.

**(c) Road Access Act — Prohibition on Obstruction.** Section 2(1) of the *Road Access Act* prohibits the construction, placement or maintenance of any barrier or other obstacle over an access road that prevents motor vehicle access to a parcel of land not owned by the person, except upon a closing order of the Superior Court of Justice obtained on ninety (90) days' notice. Self-help closure is unlawful and exposes the obstructing party to a removal order and to prosecution under section 7 of the Act.

*Road Access Act, s. 2(1): "No person shall construct, place or maintain a barrier or other obstacle over an access road ... that, as a result, prevents all road access to one or more parcels of land ... unless (a) the person has made application to a judge for an order closing the road and has given ninety days notice of such application to the parties ..."*

## 3. Formal Notice and Reservation of Rights

Take notice that I do **not** consent — orally, in writing, or by any course of conduct — to any of the following in connection with the Upper Beaver Gold Project or any related works:

- (a) Any gate, barricade, checkpoint, security cordon, or controlled-access infrastructure that limits, conditions, or surveils my passage along Beaverhouse Road;

- (b) Any re-alignment, narrowing, surface alteration, weight or height restriction, seasonal closure, or hours-of-operation restriction that interferes with my historical pattern of use;
- (c) Any requirement that I sign a permit, waiver, indemnity, non-disclosure agreement, access-licence, or "consent to use" document as a condition of continued passage — any such instrument signed under duress shall be void and of no effect, and is expressly objected to as an attempt to convert a vested right into a revocable licence;
- (d) Any 24-hour annual closure purporting to be made under s. 2(1)(d) of the *Road Access Act* for the purpose of defeating prescriptive rights — such rights have already accrued and cannot be extinguished by a token closure;
- (e) Any commencement of construction, hauling, or industrial traffic that materially impairs the safe and reasonable enjoyment of the easement.

All rights, remedies, and defences are expressly reserved, including the right to seek an order under the *Road Access Act* requiring removal of any unlawful barrier, an injunction restraining interference with the easement, and damages.

#### 4. Requests and Demands

Within **thirty (30) days** of receipt of this letter, I request that you:

- (1) Confirm in writing your acknowledgment that Beaverhouse Road is an access road within the meaning of the *Road Access Act* and that no barrier or obstacle will be erected without a prior court order on notice;
- (2) Provide copies of any survey, registered plan, easement, road-use agreement, lease, mining claim, or instrument by which Agnico Eagle (or any predecessor or affiliate) asserts ownership of, or exclusive control over, the travelled portion of Beaverhouse Road;
- (3) Identify the proponent representative authorized to receive service of further notices, complaints, or applications relating to access;
- (4) Disclose all Project documents filed with the Impact Assessment Agency of Canada that describe the proposed access regime, road upgrades, traffic volumes, and any contemplated road closures or reroutings affecting Beaverhouse Road and its users.

#### 5. Without Prejudice to Other Rights

Nothing in this letter shall be construed as a waiver of, or limitation upon, any other right I may have at law or in equity, including under the *Impact Assessment Act*, S.C. 2019, c. 28, s. 1; the *Canadian Navigable Waters Act*, R.S.C. 1985, c. N-22; the *Mining Act*, R.S.O. 1990, c. M.14; or any applicable duty to consult and accommodate. I reserve the right to amend, supplement, or expand this notice as further information becomes available.

I would welcome a written response and remain available to discuss an arrangement that respects the long-standing rights of road users and the public interest in continued access.

Yours truly,

<Original signed by>

Signature of Claimant

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\_ Simon Jutras