

**[NTD: TO BE ATTACHED TO FORM OF TRANSFER/DEED OF LAND]  
EASEMENT IN GROSS**

**RECITALS:**

- A. The Owner (“**Transferor**”) is the owner in fee simple and in possession of the lands and premises described in Exhibit 1 attached hereto ● (the “**Lands**”).
- B. ● [NTD: insert CKT or Pattern entity.](“**Transferee**”) has erected, or is about to erect, certain Works (as more particularly described in paragraph 1(a) hereof) in, through, under, over, across, along and upon the Lands.

1. **GRANT OF EASEMENT**

Transferor hereby grants and conveys to Transferee, its successors and assigns, the following unobstructed and exclusive rights, easements, rights of way, covenants, agreements and privileges in perpetuity (collectively, the “**Easement**”) in, through, under, over, across, along and upon the Lands of Transferor, for the following purposes:

- (a) To enter and lay down, install, construct, erect, maintain, open, inspect, add to, enlarge, alter, repair and keep in good condition, move, remove, replace, reinstall, reconstruct, relocate, supplement, operate and maintain at all times in, through, under, over, across, along and upon the Lands an electrical transmission system consisting of poles, structures, steel towers, anchors, fibre optic cables, guys and braces and all such aboveground or underground lines, wires, cables, telecommunications cables, conduits, conduit structures, markers, grounding electrodes, conductors, apparatus, works, accessories, associated material and equipment, and appurtenances pertaining to or required by such system (all or any of which are herein individually or collectively called the “**Works**”) as in the sole discretion of Transferee are necessary or convenient thereto for use as required by Transferee in its undertaking from time to time.
- (b) To enter on and selectively cut or prune, and to clear and keep clear, and remove all trees, branches, roots, bush, shrubs, boulders, rocks and other obstructions and materials in, over or upon the Lands, and without limitation, to cut and remove all leaning or decayed trees located on or over the Lands whose proximity to the Works renders them liable to fall or otherwise come in contact with the Works or which may in any way interfere with the safe, efficient or serviceable operation of the Works or this Easement by Transferee.
- (c) To conduct such engineering, legal surveys, and make soil tests, soil compaction and environmental studies and audits in, under, on and over the Lands as Transferee in its sole discretion considers requisite.
- (d) To erect, install, construct, maintain, repair and keep in good condition, move, remove, replace and use bridges and such gates in all fences which are now or may hereafter be on the Lands as Transferee may from time to time consider necessary.

- (e) To clear the Lands and keep it clear of all buildings, structures, erections, installations, or other obstructions of any nature (hereinafter collectively called an “**Obstruction**”) whether above or below ground, including removal of any materials and equipment or plants and natural growth which, in the sole discretion of Transferee, endanger its Works or any person or property or which may become a hazard to any Works of Transferee or to any persons or property or which do or may in any way interfere with the safe, efficient or serviceable operation of the Works or this Easement by Transferee.
- (f) To enter on and exit by Transferor’s access routes and to pass and repass at all times in, over, along, upon and across the Lands as is reasonably required, for Transferee, its employees, agents, contractors, subcontractors, workmen and permittees with or without all plant machinery, material, supplies, vehicles and equipment for all purposes necessary or convenient to the exercise and enjoyment of this Easement, subject to compensation afterwards for any physical damage only to the Lands or permitted structures sustained by Transferor caused by the exercise of this Easement.

## 2. **TRANSFEROR’S COVENANTS**

- (a) Transferor agrees that it will not interfere with any Works established in, under, over, or upon the Lands and shall not, without Transferee’s prior written consent, erect or cause to be erected or permit in, under, over, or upon the Lands any obstruction or plant or permit any trees, bush, shrubs, plants or natural growth which does or may interfere with the Easement.
- (b) Transferor agrees it shall not, without Transferee’s prior written consent, change or permit the existing configuration, grade or elevation of the Lands to be changed and Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Lands shall be done or made unless the prior written consent of Transferee has been obtained, provided however, that Transferor shall not be required to obtain such permission in case of emergency. Notwithstanding the foregoing, in cases where in the reasonable discretion of Transferee, there is no danger or likelihood of danger to Works of Transferee or to any persons or property and the safe, efficient or serviceable operation of this Easement by Transferee is not interfered with, Transferor may at its expense and with the prior written approval of Transferee which approval shall not be unreasonably withheld or delayed, construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines and service cables on or under the Lands (the “**Installation**”) or any portion thereof; provided that prior to commencing such Installation, Transferor shall give Transferee a minimum of ten (10) days prior written notice thereof to enable Transferee to have a representative present to inspect the proposed Installation during the performance of such work. Transferor shall comply with all instructions given by Transferee’s representative and all such work shall be done to the reasonable satisfaction of Transferee’s representative. In the event of any unauthorised interference aforesaid or contravention of this subsection, or if any authorised interference, obstruction or Installation is not maintained in accordance with Transferee’s instructions or in Transferee’s reasonable opinion, may subsequently interfere with the Easement,

Transferee may at Transferor's expense, forthwith remove, relocate, clear or correct the offending interference, Obstruction, Installation or contravention complained of from the Lands, without being liable for any damages caused thereby.

3. **EASEMENT IN GROSS**

Transferee and Transferor acknowledge and agree that the Easement granted herein is intended to be and is an easement in gross in, upon, over, across, along, above, through and under the Lands which shall be servient to or burdened with the Easement for the benefit of Transferee, its successors and assigns.

4. **ELECTRICITY ACT (ONTARIO)**

Transferee and Transferor declare, acknowledge and agree that the Easement granted pursuant to this Agreement is an easement in favour of a generator, transmitter or distributor for the purposes of generation, transmission or distribution in accordance with section 42.1 of the *Electricity Act*, 1998, S.O. 1998, C. 15.

5. **OWNERSHIP OF WORKS**

Notwithstanding any rule of law or equity, Transferor shall have no right, title, ownership or other interest in any Works installed or erected by Transferee on the Lands notwithstanding that such Works are or may become annexed or affixed to the Lands. All Works installed or erected on the Lands by Transferee shall be deemed not to be fixtures and shall be and remain the sole personal property of Transferee and shall at any time and from time to time be removable in whole or in part by Transferee. Without limiting the generality of the foregoing, Transferor hereby waives any statutory or common law lien that it might otherwise have in or to the Works and agrees that the operation of the common law with regard to fixtures shall not apply to any of the Works.

6. **ASSIGNMENT, ETC.**

This Easement and/or the Works, any part thereof or interest therein and/or the benefit thereof and/or the right to use this Easement for any of the purposes set out herein may be assigned, leased, subleased, licensed, charged, transferred or otherwise disposed of in whole or in part by Transferee at any time and from time to time without the consent of or notice to Transferor.

7. **BENEFIT TO RUN WITH LANDS**

The burden and benefit of this Easement shall run with and bind the Lands and the Works and undertaking of Transferee and shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**EXHIBIT “A”**

**[NTD: INSERT LEGAL DESCRIPTION OF LANDS.]**