

1. The Transferor (and the Mortgagee or other Party hereto, if any) hereby transfers, sells, grants and conveys to the Transferee, to use and enjoy for the benefit of the Transferee, the right, liberty, privilege and free and unencumbered easement in, on, over, under and/or through the Easement Lands, to perform the following, including but not limited to survey, lay, construct, operate, install, use, inspect, patrol, remove, renew, improve, replace, alter, ~~enlarge~~, reconstruct, repair, ~~expand, make additions to~~, move, keep and maintain electric transmission services, including all necessary poles, cables and wires ~~(both buried and aerial)~~, conduits, conduit structures, markers, manholes, fixtures, and equipment and all appurtenances thereto, which the Transferee may deem necessary or convenient for the purpose of electric transmission services, and to attach other wires, cables, equipment and accessories and to permit the attachment of the wires, cables, equipment and accessories of any other company or commission for the purpose only of supplying such services, ~~and to erect and set the necessary guy and brace poles and anchors and to attach thereto and to trees the necessary guy wires,~~ together with the right-of-way for ingress and egress at any time and all times over, along, upon and through the Easement Lands for the Transferee, its servants, agents, employees, those engaged in its business, contractors, and subcontractors, on foot and/or with vehicles, supplies, machinery and equipment necessary or incidental to the exercise and enjoyment of the rights, privileges and easement hereby granted (hereinafter referred to as the "Easement and Right-of-Way"). For greater certainty, the capacity of the electric transmission services may not be enlarged or expanded and must be underground.

4. In the event the Transferee exercises its right to ~~install additional electric transmission services on the Easement Lands or~~ conduct any operations on the Easement Lands, subsequent to the year of installation of any prior electric transmission services, the Transferee shall be provided with, if so required, a temporary work area approximately ten (10.0) metres in perpendicular width, adjacent to and parallel with the Easement Lands. The Transferee shall compensate the Transferor for the use of such temporary work area at a rate of Five Hundred Dollars (\$500.00) per acre (hereinafter called "the said Sum"); provided however, that either party hereto may request a review of the said Sum at any time following the fifth year from the effective date of this Easement and Right-of-Way. The said Sum shall be tendered to the Transferor within Ninety (90) days following the completion of any such installation or operation.

Easement in Gross

(Section 42.1 of the *Electricity Act*, 1998: An easement in favour of a generator, transmitter or distributor for the purpose of generation, transmission or distribution does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid.)

SCHEDULE

WHEREAS the Transferor is the registered owner of an estate in fee simple of all that certain parcel or tract of land and premises, situate, lying and being in the Township of _____, in the County of _____, in the Province of Ontario and being composed of _____, Now known as P.I.N. _____ (hereinafter called the "Transferor's Lands");

AND WHEREAS the Transferor has agreed to transfer, sell, grant and convey to the Transferee an "Easement and Right-of-Way" over that portion of the Transferor's Lands lying and being in the Township of _____, in the County of _____, being _____, Now known as part of P.I.N. _____ (hereinafter called the "Easement Lands");

AND WHEREAS the Mortgagee, if any, is the registered holder of a charge affecting the Easement Lands and such other additional Party, if any, has a claim or interest herein;

Box (7) Continued - Interest/Estate Transferred

1. The Transferor (and the Mortgagee or other Party hereto, if any) hereby transfers, sells, grants and conveys to the Transferee, to use and enjoy for the benefit of the Transferee, the right, liberty, privilege and free and unencumbered easement in, on, over, under and/or through the Easement Lands, to perform the following, including but not limited to survey, lay, construct, operate, install, use, inspect, patrol, remove, renew, improve, replace, alter, reconstruct, repair, move, keep and maintain electric transmission services, including all necessary cables and wires, conduits, conduit structures, markers, manholes, fixtures, and equipment and all appurtenances thereto, which the Transferee may deem necessary or convenient for the purpose of electric transmission services, and to attach other wires, cables, equipment and accessories and to permit the attachment of the wires, cables, equipment and accessories of any other company or commission for the purpose only of supplying such services, together with the right-of-way for ingress and egress at any time and all times over, along, upon and through the Easement Lands for the Transferee, its servants, agents, employees, those engaged in its business, contractors, and subcontractors, on foot and/or with vehicles, supplies, machinery and equipment necessary or incidental to the exercise and enjoyment of the rights, privileges and easement hereby granted (hereinafter referred to as the "Easement and Right-of-Way"). For greater certainty, the capacity of the electric transmission services may not be enlarged or expanded and must be underground.

THE TERMS AND CONDITIONS ABOVE-MENTIONED WHICH THE TRANSFEE AND TRANSFEROR (AND THE MORTGAGEE OR ANY OTHER PARTY HERETO, IF ANY) SHALL OBSERVE AND BE BOUND BY ARE AS FOLLOWS:

1. This Easement and Right-of-Way shall be effective from the ___ day of _____, 20__ and the rights, privileges and easement hereby granted shall continue for a period of twenty-one (21) years less-a-day; provided, further, that if the Transferee is exempt from the provisions of the Planning Act or has complied with such provisions by obtaining any required consents from the local Land Division Committee or Committee of Adjustment pursuant to clause 14 herein, the rights, privileges and easement hereby granted shall continue in perpetuity or until the Transferee shall execute and deliver a release and abandonment thereof.
2. The Transferee shall have the right at any time and from time to time to remove by blasting or otherwise any boulder or rock, and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Easement Lands.
3. The rights of the Transferee herein shall be of the same force and effect as a covenant running with the Transferor's Lands and the rights hereunder shall be for the benefit of the Transferee.
4. In the event the Transferee exercises its right to conduct any operations on the Easement Lands, subsequent to the year of installation of any prior electric transmission services, the Transferee shall be

provided with, if so required, a temporary work area approximately ten (10.0) metres in perpendicular width, adjacent to and parallel with the Easement Lands. The Transferee shall compensate the Transferor for the use of such temporary work area at a rate of Five Hundred Dollars (\$500.00) per acre (hereinafter called "the said Sum"); provided however, that either party hereto may request a review of the said Sum at any time following the fifth year from the effective date of this Easement and Right-of-Way. The said Sum shall be tendered to the Transferor within Ninety (90) days following the completion of any such installation or operation.

5. The Transferee shall have the absolute and unfettered right to assign or transfer its rights hereunder in whole or in part and shall not be bound to give notice thereof to any party.
6. If the Transferor is not the sole owner of the Easement Lands, this Easement and Right-of-Way shall bind the Transferor to the full extent of its interest therein and shall also extend to any after-acquired interest in the Easement Lands but all monies payable or paid to the Transferor hereunder shall be paid to the Transferor only in the proportion that its interest in the Easement Lands bears to the entire interest therein. The Transferor hereby agrees that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.
7. The Transferee shall make to the Transferor (or the person or persons entitled thereto) due compensation for all damages and injuries caused by or attributable to the operations of the Transferee. The Transferee shall also pay due compensation for any physical damages to the said Easement Lands resulting from the installation of any electric transmission services during the term of this Easement and Right-of-Way. Any gates, fences and tile drains interfered with by the Transferee shall be restored by the Transferee at its expense as closely as is reasonably practicable to the condition in which they existed immediately prior to such interference by the Transferee, and in the case of tile drains, such restoration shall be performed in accordance with good drainage practice.
8. As soon as it is reasonably practicable after the construction of the said electric transmission services, the Transferee shall remove all debris therefrom and in all respects restore the said Easement Lands to their former state so far as is practical, save and except for items in respect of which compensation is due under Clause 7 hereof.
9. The Transferor, shall have the right to fully use and enjoy the said Easement Lands, except as may be necessary for any of the purposes hereby granted to the Transferee, provided that without the prior written consent of the Transferee, the Transferor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected in, on, over or through the said Easement Lands any pit, well, foundation, pavement, building or other structure or installation. Notwithstanding the foregoing, the Transferee upon request shall consent to the Transferor erecting or repairing fences, constructing or repairing his tile drains and domestic sewer pipes, water pipes and utility pipes and constructing or repairing his lanes, roads, driveways, pathways, and walks across, on and in the said Easement Lands or any portion or portions thereof, provided that before commencing any of the work referred to in this Clause the Transferor shall:
(a) give the Transferee at least ten (10) clear days notice in writing pointing out the work desired so as to enable the Transferee to have a representative inspect the site and/or be present at any time or times during the performance of the work, (b) follow the instructions of such representative as to the performance of such work without damage to the said electric transmission services, (c) exercise a high degree of care in carrying out any such work and, (d) perform any such work in such a manner so as not to endanger or damage the said electric transmission services.
10. Notwithstanding any rule of law or equity, any electric transmission services constructed by the Transferee together with all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Transferee even though the same may have become annexed or affixed to the Transferor's Lands.
11. The Transferee shall have the right to abandon the electric transmission services, or any part thereof, during the term of this Easement and Right-of-Way. Furthermore, the Transferee shall have the right to remove the electric transmission services, or any part thereof, whether active or not, which may be located beneath the surface of the Easement Lands, but nothing contained herein shall require the Transferee so to