

WHEREAS the Transferee is the owner in fee simple of those lands and premises (the “Transferee’s lands”) being composed of Parts of Town Lots 5 and 6 on the North side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-545, City of Toronto.

WHEREAS the Transferor is the owner in fee simple of lands described as

_____(the “Property”).

THE TRANSFEROR grants and transfers to the Transferee, its successors and assigns to be used and enjoyed as appurtenant to the Transferee’s lands, a free and unencumbered easement (the “Easement”) in perpetuity upon, over, in, under and across lands more particularly described under Properties on Page 1 attached (the “Easement Lands”):

- 1. the right to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities (the “Facilities”) or any part thereof forming part of continuous lines between the Transferee’s lands and other lands including, without limitation, all necessary cable and wires (both buried and aerial), conduits, conduit structures, markers, poles, anchors, guys, maintenance holes, fixtures, equipment, and all appurtenances thereto.
- 2. the right of free and unimpeded access at all times to the Transferee, its contractors, agents, employees, vehicles, equipment, and supplies to and over the Easement Lands.
- 3. the right of free and unimpeded access at all times to the Easement Lands from and over the Property or abutting road allowances or abutting rights of way for the purpose of exercising the rights hereby granted.
- 4. the right to remove, trim, sever, or fell any obstructions such as trees, roots, brush, stumps, boulders or rock encountered during the course of construction or subsequent maintenance of the Facilities.

THE TRANSFEROR shall have the right to fully use and enjoy the Easement Lands provided that without the prior written consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not place any buildings or other structures or dig, drill, pave or excavate within the Easement Lands.

THE TRANSFEE shall:

- 1. be responsible for any damage caused at any time by its agents or employees to the Property. When practical, the Transferee, after any of its activities, shall restore the Property appropriately. The subsequent maintenance of the Property shall be the responsibility of the Transferor.
- 2. indemnify and save the Transferor harmless from all actions, causes of actions, suits, claims and demands of every nature and kind whatsoever which may be made against the Transferor relating to or arising out of the placement of the Facilities by the Transferee and for which the Transferee, in law, is responsible.
- 3. at its sole discretion, be permitted to attach, or permit the attachment of, wires, cables and equipment of any other company or commission for the purposes only of supplying a service to the public.

NOTWITHSTANDING any rule of law or equity and even though any of the Facilities may become annexed or affixed to the Easement Lands, title to the Facilities shall nevertheless remain in the Transferee.

THIS AGREEMENT including all rights, privileges, and benefits herein contained shall extend to, be binding upon, and enure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THE TRANSFEE, in the event it grants a release of Easement, may abandon the Facilities annexed/affixed to the Easement Lands at its option.