

SCHEDULE

INTEREST/ESTATE TRANSFERRED – EASEMENT IN GROSS

WHEREAS the Transferor is the owner in fee simple of the lands and premises described in the Properties section of the Transfer of Easement to which this Schedule is attached (the "Easement Lands").

AND WHEREAS The Corporation of the Town of Fort Frances (the "Transferee") is the owner in fee simple of the lands and premises (herein the "Transferee's Lands", being the Dominant Lands) being composed of Parcel 22403 Sec Rainy River; PT LT 43 River Range McIrvine PT 3 and 5, 48R1484 designated as Part 2 on Plan 48R4637 Fort Frances (PIN 56020-0158).

THE TRANSFEROR hereby grants and transfers to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee's Lands, the free and unencumbered perpetual rights, easements, rights of way, covenants, agreements, and privileges as herein set out in, through, under, over, across, along, and upon the Easement Lands:

1. To lay down, construct, bury, dig up, erect, maintain, operate, inspect, patrol, repair, replace, relocate, alter, upgrade, renew, reconstruct, make additions to and/or remove at any time and from time to time, the sidewalk and/or appurtenances necessary and /or incidental thereto and/or associated material and equipment (all or any of which works are herein called the "Facilities");
2. To enter on, to exit from and to pass and repass at any and all times, free and unimpeded, in, over, along, upon, across, through, and under the Easement Lands, for and/or by the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment for all purposes;
3. To conduct engineering, legal and other surveys in, on and over the Easement Lands; and
4. The right to remove, clear, trim, sever and fell, any buildings, structures, and or obstructions such as trees, roots, brush, stumps, boulders, rock, and/or otherwise encountered during the course of construction and/or subsequent maintenance and/or otherwise of the Facilities.

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

THE TRANSFeree shall be responsible for any damage caused at any time by its agents or employees to the Easement Lands, when practical, the Transferee, after any of its activities, shall restore the Easement Lands appropriately.

NOTWITHSTANDING any rule or 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 and the Facilities shall at any time, and from time to time, be removable in whole or in part by the Transferee, its successors and assigns.

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.