

## SCHEDULE 1

### TRANSFER OF EASEMENT IN GROSS

THIS AGREEMENT made the 9th day of August, 2017, between The Corporation of the Township of Alberton (the "Transferor") and The Corporation of the Town of Fort Frances (the "Transferee").

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

IN CONSIDERATION of the sum of \$2.00 paid by the Transferee to the Transferor, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Transferor grants to the Transferee, its employees, workmen, contractors, licencees, agents, estate trustees, heirs, successors, assigns, and other representatives, to be used and enjoyed as appurtenant to the Transferee's lands, the free, unencumbered, uninterrupted, and unobstructed perpetual rights, easements (in gross), 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, storm sewers, sanitary sewers, watermain(s), drains, water lines, and for such other purposes and things as the Transferee may require relating thereto, together with and including all such equipment, installations, structures, markers, manholes, fixtures, things, and all appurtenances thereto as the Transferee may from time to time or at any time hereafter deem requisite (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, with or without vehicles, supplies, machinery, plant, material, and equipment of all purposes;
3. to conduct engineering, legal, and other surveys and do soil and other tests, 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 or subsequent maintenance or otherwise of the Facilities.

The Transferee shall be responsible for any damage caused by it 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 may be signed and/or amended by facsimile or electronic transmission, and any amendments, signatures, initials, and otherwise done by or via facsimile or electronic transmission shall be good and valid as if original.

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

The parties hereto agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

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, estate trustees, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under seal.

SIGNED, SEALED AND DELIVERED

The Corporation of the Township of Alberton

per \_\_\_\_\_, Reeve  
\*  
per \_\_\_\_\_, Clerk-Treasurer

I/we have authority to bind the Corporation

The Corporation of the Town of Fort Frances

per \_\_\_\_\_ R. Avis, Mayor  
\*  
per \_\_\_\_\_ E. Slomke, Clerk

I/we have authority to bind the Corporation