

**OFFER TO GRANT AN EASEMENT TO
HYDRO ONE NETWORKS INC.
(the “Agreement”)**

We, The Corporation of the Township of Huron-Kinloss (the “**Transferor**”), being the owner(s) of PT LT 16 CON 3 HURON AS IN HU17064; HURON-KINLOSS as in PIN 33331-0066 (LT) (herein called the “**Lands**”) in consideration of payment of the sum of **Two Hundred and Fifty Dollars (\$250.00)** (the “**Offer Consideration**”), and other good and valuable consideration, the sufficiency of which consideration is hereby acknowledged, hereby covenants and agrees as follows:

1. (a) THE Transferor hereby grants to Hydro One Networks Inc. its successors and assigns (the “**Transferee**”) the exclusive right, irrevocable during the periods of time below specified in paragraph 2, (the “**Offer**”) to purchase, free from all encumbrances and upon the terms and conditions hereinafter set out, the perpetual rights, easements and privileges set out in the Transfer and Grant of Easement document (the “**Transfer of Easement**”) annexed hereto as Schedule “B” (the “**Rights**”) in, through, under, over, across, along and upon that portion of the above Lands as shown crosshatched on Schedule “A” hereto annexed (the “**Strip**”).

(b) THE Offer Consideration shall be paid by the Transferee to the Transferor within 30 days from the date the Transferor signs this Agreement.

(c) THE purchase price for the Rights shall be the sum of **Two Hundred and Fifty Dollars (\$250.00)** of lawful money of Canada to be paid by uncertified cheque, mailed to the Transferor after registration (the “**Purchase Price**”).
2. THIS Offer may be accepted by the Transferee any time within One Hundred and Twenty (120) days from the date of this Agreement. If this Offer is not accepted within this time frame, this Agreement and everything herein contained shall be null, void and of no further force or effect. If this Offer is accepted by the Transferee in the manner aforesaid, this Agreement shall then become a binding contract between the parties, and the same shall be completed upon the terms herein provided for.
3. THE Transfer of Easement arising from the acceptance of this Offer shall be executed and delivered to the Transferor on or before the One Hundred and Eightieth (180th) day after the date of Transferee’s acceptance of this Offer (the “**Closing**”), and time shall in all respects be of the essence hereof. In the event that a survey is not available by the One Hundred and Eightieth (180th) day after the date of the Transferee’s acceptance of this Offer, the Transferee is entitled, upon written notice to the Transferor, to extend the Closing for up to an additional One Hundred and Eighty (180) days and time shall in all respects be of the essence hereof.
4. IF the Transferee accepts the Offer herein: a) the Transferor shall not grant or transfer an easement or permit, or create any encumbrance over or in respect of the Strip prior to registration of the Transfer of Easement, and b) the Transferee has permission to approach prior encumbrancers or any third parties who have existing interests in the Strip to obtain all necessary consents, postponements or subordinations (in registrable form) from all current and future prior encumbrancers and third parties, if necessary, consenting to this Transfer of Easement, and/or postponing their respective rights, title and interest so as to place such Rights and Transfer of Easement in first priority on title to the Strip.
5. THE Transferor covenants and agrees to instruct and authorize any and all encumbrancers, mortgagees and chargees of the Lands to execute the Transfer of Easement.

6. THE Transferor covenants and agrees with the Transferee that it has the right to convey the Rights without restriction and that the Transferee will quietly possess and enjoy the Rights and that the Transferor will execute upon request such further assurances of the Rights as may be requisite to give effect to the provisions of this Agreement.
7. AS of the date of the Transferee's acceptance of this Offer, the Transferor grants to the Transferee, in consideration of the Offer Consideration, free from all encumbrances, easements and restrictions the following unobstructed and exclusive rights, easements, rights of way, covenants, agreements and privileges in, through, under, over, across, along and upon the Strip:
 - (a) To erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time, an electrical transmission line or lines and communication line or lines consisting of **0 poles** and **0 anchors** with all necessary guys, braces, wires, cables, underground cable and associated material and equipment and if applicable, pad-mounted equipment (all or any of which works are herein called the "**Line**");
 - (b) To erect, maintain and use such gates as the Transferee may from time to time consider necessary in any fences which are now or may hereafter be installed on the Strip by the Transferor;
 - (c) To enter on and mark the location of the Line under the Strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Transferor shall make of the Strip;
 - (d) (i) To enter on and selectively cut trees and shrubs on the Strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the Line;

(ii) To cut, prune and remove, if necessary, trees located outside the Strip whose condition renders them liable to interfere with the safe operation and maintenance of the Line;
 - (e) To enter on and conduct engineering and legal surveys in, on and over the Strip;
 - (f) To clear the Strip and keep it clear of all buildings, structures or other obstructions of any nature whatsoever (including septic systems, swimming pools and wading pools) including removal of any materials which in the opinion of the Transferee are hazardous to the Line. Notwithstanding the foregoing, in all cases where in the sole discretion of the Transferee the safe operation and maintenance of the Line is not endangered or interfered with, the Transferor from time to time or the person or persons entitled thereto, may with prior written approval of the Transferee, at the Transferor's own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines and fences (not to exceed 2 metres in height) on or under the Strip or any portion thereof, provided that prior to commencing any such installation, the Transferor shall give to the Transferee 30 days' notice in writing so as to enable the Transferee to have a representative inspect the site and be present during the performance of the work and that the Transferor complies with any instructions that may be given by such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere with the Line. For clarity, the Transferor agrees it shall not, without the Transferee's consent in writing, change or permit the change of the existing configuration, grade or elevation of the Strip and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Strip shall be done or made unless consent therefore in writing has been obtained from Transferee;

- (g) To enter on, to exit from and to pass and repass at any and all times in, over, along, upon, across, through and under the Strip and so much of the Lands as may be reasonably necessary, at all reasonable times, for the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said Rights and easement subject to payment by the Transferee of compensation for any crop or other physical damage only to the Land caused by the exercise of this right of entry and passageway; and
- (h) To remove, relocate and reconstruct the Line on or under the Strip, subject to payment by the Transferee of additional compensation for any damage caused thereby.

7.1 Hydro One Networks Inc. covenants and agrees with the Transferor to indemnify and save harmless the Transferor, his tenants, or other lawful occupiers of the Strip for any loss, damage and injury (collectively the “Loss”) caused by the granting and transfer of Rights or anything done pursuant thereto or arising from any accident (not including any Act of God) that would not have happened but for the presence of its line on the Strip, provided, however, that Hydro One Networks Inc. shall not be liable to the extent to which such Loss is caused or contributed to by the neglect or default of the Transferor, his tenants, guests, invitees or other lawful occupiers of the Strip or their servants, agents, or workmen. Nothing in this paragraph shall be interpreted as altering or otherwise overriding the provisions of any applicable legislation of the parties’ respective obligations thereunder, including, but not limited to, the provisions of the Occupiers’ Liability Act, R.S.O. 1990, c. O.2 as amended from time to time.

- 8. THIS Agreement and Grant of Easement Rights shall both be subject to the provisions of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.
- 9. THE Transferor represents and warrants and covenants that the Transferor is not now and on Closing will not be a non-resident of Canada within the meaning of the *Income Tax Act (Canada)* R.S.C. 1985, c.1 (5th Supp.), as amended.
- 10. THE Transferor and Transferee acknowledge and agree that the grant of easement which is proposed under this Offer constitutes a purchase and sale transaction of an interest in real property, and therefore, in conformance with subsections 221(2) and 228(4) of the *Excise Tax Act* R.S.C. 1985, c E-15, as amended (“**the Act**”), the Transferee shall report and pay to the Receiver General for Canada the Harmonized Sales Tax (“**HST**”) applicable to the purchase and sale of the Easement. For the purposes of this section 10, the Transferee warrants that it is an HST registrant in good standing under the Act, that its HST registration number is 870865821RT0001, and that it is acquiring the Easement for use primarily in the course of its commercial activities.
- 11. ANY acceptance of this Offer, demand, notice or other communication shall be deemed to have been conclusively given in connection with this Agreement and shall be given in writing by personal delivery, by ordinary mail, by registered mail postage prepaid, by courier, by facsimile transmission, or by electronic delivery through email, addressed to the recipient as follows:

To:	Transferor	Transferee
	The Corporation of the Township of Huron-Kinloss	Hydro One Networks Inc.
Attention:	Mary Rose Walden	Joanne Poole
Address:	21 Queen Street, P.O. Box 130, Ripley ON, N0G 2R0	185 Clegg Road Markham, ON L6G 1B7
Phone:	519-395-3735	416-705-3605
Email:	mrwalden@huronkinloss.com	RealEstateZone1@hydroone.com

or to such other address, facsimile number, email address or individual as may be designated by notice given by either party to the other. Any acceptance of this Offer, demand notice or other communication shall be conclusively deemed to have been given when actually received by the addressee if communication is sent by personal delivery, facsimile or email or upon the fifth day of mailing where the communication is sent by ordinary mail, or the second day after mailing where the communication is sent by courier.

12. THE person(s) signing this Agreement on behalf of the Transferor corporation herein covenant and confirm that they are authorized to sign the Agreement on behalf of the Transferor, as authorized signing officers of the Transferor for the purposes of carrying out the terms of this Agreement. The person(s) signing this Agreement on behalf of the Transferor confirm to the Transferee that the information set out below is true and correct, and that they are not misrepresenting their identity or position of authority to the Transferee.

Corporation Name: The Corporation of the Township of Huron-Kinloss
 Business Address: 21 Queen Street, P.O. Box 130, Ripley ON, N0G 2R0
 Business Telephone #: 519-395-3735
 Corporation or Business Identification Number:
 Place of Issuance of Number:
 General Nature of Business:

	Signing Authority	Second Signing Authority
Name	Don Murray	Jennifer White
Position	Mayor	Clerk
Phone Number	519-395-3735	519-395-3735
Address	21 Queen Street, P.O. Box 130, Ripley ON, N0G 2R0	21 Queen Street, P.O. Box 130, Ripley ON, N0G 2R0

13. THE Transferor hereby consents to the collection, use, disclosure and other handling of the information contained herein (and in particular, the information contained in Sections 11 and 12 above), by Hydro

One Networks Inc. and Barriston LLP and their respective successors, assigns, employees, agents, officers, directors and service providers for purposes relating to the grant of easement by the Transferor to Hydro One Networks Inc. with respect to the Lands.

14. THE Transferor covenants and agrees that if and before the Transferor sells, transfers, assigns, disposes (or otherwise parts with possession) of all or part of the Lands to a third party (the **“Third Party”**) the Transferor shall advise the Transferee of the intended change forthwith and, where requested to do so by the Transferee, shall use best efforts to ensure that the Third Party assumes the burden and benefit of this Agreement, and agrees to be bound by it.

15. THE Transferor acknowledges that the Transferor is entitled to consult with an independent solicitor of the Transferor’s choice prior to accepting this Offer. Further, the Transferor acknowledges that he/she may retain independent legal representation for the purposes of the registration of the Transfer of Easement (the **“Transaction”**). In accepting this Offer the Transferor acknowledges he/she has had the opportunity to seek independent legal advice, and either has done so or has chosen not to do so.

15. Independent Legal Advice and Legal Representation Acknowledged

Transferor Initials

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16. THE Transferor acknowledges and agrees that it has elected to allow Barriston LLP or such other lawyer or law firm as the Transferee designates in writing, (the **“Transferee’s Solicitor”**) to act as a registering agent for the Transferor as follows:

16. Transferee’s Solicitor Not Acting As Solicitor for Transferor Initials

Transferor Initials

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(a) THE Transferor acknowledges being advised that the Transferee’s Solicitor is not entering into a solicitor-client relationship with the Transferor and is NOT representing the Transferor, solely or jointly with the Transferee, for the purposes of the registration of the Transfer or Easement.

(b) THE Transferor further acknowledges that the Transferee’s Solicitor is acting for the Transferor solely for the purposes of the Transaction as a registering agent and has not acted for the Transferor in any respect in connection with the preparation, negotiation or completion of the Transfer of Easement or otherwise.

17. THE Transfer of Easement and all ancillary documents necessary to register same on title shall be prepared by and at the expense of the Transferee and shall be in the form annexed as Schedule “B”. The following covenants, acknowledgments and agreements shall apply:

17. Acknowledgement and Direction to Transferee’s Solicitor to Register Easement

Transferor Initials

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(a) THE Transferor hereby covenants and agrees that the Transferee may, at its option, register this Agreement or Notice thereof, and the Transfer of Easement on title to the Lands, and the Transferor hereby covenants and agrees to execute, at no further cost or condition to the Transferee, such other instruments, plans and documents and provide any such information as may reasonably be required by the Transferee to effect registration of this Agreement or Notice thereof prior to closing and the Transfer of Easement at any time hereafter. The Transferor further acknowledges that the Transfer of Easement document has been explained to him/her and further acknowledges that it is understood that the Transferor is bound by the terms and provisions of the Transfer of Easement documents to the same extent as if the Transferor signed the documents.

(b) THE Transferor further acknowledges and agrees that the Transferee and/or the Transferee's agent or employee or the Transferee's Solicitor, including Barriston LLP, are authorized and directed to sign, deliver, and/or register electronically or otherwise on the Transferor's behalf a Transfer of Easement in accordance with the terms of this Offer and in accordance with a Reference Plan. The Transferee or the Transferee's Solicitor will send said Reference Plan along with a copy of the Transfer of Easement document to the Transferor prior to registration. Absent a written objection to the Reference Plan or Transfer Easement In Preparation document from the Transferor received by the Transferee or the Transferee's Solicitor within Fourteen (14) Days of the date the Plan was sent, the Transferee or the Transferee's Solicitor shall be entitled to proceed with registration in accordance with the terms of this Agreement.

18. ALL covenants herein contained shall be construed to be several as well as joint, and wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or neuter, where the context or the identity of the Transferor/Transferee so requires.
19. THE burden and benefit of this Agreement shall run with the Strip and the works and undertaking of the Transferee and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
20. THIS Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement. Counterparts may be executed either in original or by electronic means, including, without limitation, by facsimile transmission, e-signature and by electronic delivery in portable document format (".pdf") or tagged image file format (".tif") and the parties shall adopt any signatures received by electronic means as original signatures of the parties.

IN WITNESS WHEREOF the Transferor has hereunto set his/her/their hands and seal to this Agreement, effective as of the date of last Transferor signature.

The Corporation of the Township of Huron-Kinloss

Per: _____

Name: Don Murray

Title: Mayor

Date:

Per: _____

Name: Jennifer White

Title: Clerk

Date:

I/We have authority to bind the Corporation.

TRANSFeree ACCEPTANCE:

Hydro One Networks Inc. hereby accepts the above Offer and covenants, promises and agrees to and with the Transferor to duly carry out the same on the terms and conditions above mentioned.

Dated and accepted as at this

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HYDRO ONE NETWORKS INC.

Per: _____

Name:

Title:

I have authority to bind the Corporation.

SCHEDULE "A"

All Dimensions in Metres
Not to Scale

Legend:

- new pole:
- new anchor:
- new line: or or
- existing pole:
- existing anchor:
- existing line: or or
- easement width: example - 5m

Dimensions: i.e. 5m +/- 10%
(pending final survey)

		40083 rev. 13-06	schedule 'A' property easement sketch
Owner Name THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS	Lot PT LT 16 CON 3	Plan	
Owner Signature	Concession 3	Sublot	
Owner Name	Township HURON-KINLOSS	PIN 33331-0066	
Owner Signature	Former (or Geographic) Township HURON	Comments	
Hydro One Name Alex Morariu	County/Region BRUCE	The location of the new or existing poles, anchors or equipment may not be exact. The stake marks the final location.	
Hydro One Signature Alex Morariu	Date 12/5/2022		
Operating Center Walkerton	Cost Center 7401	Work Order 83583628	

SCHEDULE "B"

INTEREST / ESTATE TRANSFERRED – EASEMENT IN GROSS

1. We, The Corporation of the Township of Huron-Kinloss (the "**Transferor**"), being the owner(s) of PT LT 16 CON 3 HURON AS IN HU17064; HURON-KINLOSS as in PIN 33331-0066 (LT) hereby grants to Hydro One Networks Inc. (herein called the "**Transferee**"), its successors and assigns, the exclusive, perpetual rights, easements, rights of way, covenants, agreements and privileges as herein set out in, through, under, over, across, along and upon that portion of the Lands more particularly described as Parts on Plan (the "**Strip**"):
 - (a) To erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time, an electrical transmission line or lines and communication line or lines consisting of **0 pole(s)** and **0 anchor(s)** with all necessary guys, braces, wires, cables, underground cable and associated material and equipment and if applicable, pad-mounted equipment (all or any of which works are herein called the "**Line**");
 - (b) To enter on and erect, maintain and use such gates as the Transferee may from time to time consider necessary in any fences which are now or may hereafter be installed on the Strip by the Transferor;
 - (c) To enter on and mark the location of the Line under the Strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Transferor shall make of the Strip;
 - (d) (i) To enter on and selectively cut trees and shrubs on the Strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the Line;
(ii) To cut, prune and remove, if necessary, trees located outside the Strip whose condition renders them liable to interfere with the safe operation and maintenance of the Line;
 - (e) To conduct engineering and legal surveys in, on and over the Strip;
 - (f) To clear the Strip and keep it clear of all buildings, structures or other obstructions of any nature whatsoever (including septic systems, swimming pools and wading pools) including removal of any materials which in the opinion of the Transferee are hazardous to the Line. Notwithstanding the foregoing, in all cases where in the sole discretion of the Transferee the safe operation and maintenance of the Line is not endangered or interfered with, the Transferor from time to time or the person or persons entitled thereto, may with prior written approval of the Transferee, at the Transferor's own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines and fences (not to exceed 2 metres in height) on or under the Strip or any portion thereof, provided that prior to commencing any such installation, the Transferor shall give to the Transferee 30 days' notice in writing so as to enable the Transferee to have a representative inspect the site and be present during the performance of the work and that the Transferor complies with any instructions that may be given by such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere with the Line. For clarity, the Transferor agrees it shall not, without the Transferee's consent in writing, change or permit the change of the existing configuration, grade or elevation of the Strip and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Strip shall be done or made unless consent therefore in writing has been obtained from Transferee;

- (g) To enter on, to exit from and to pass and repass at any and all times in, over, along, upon, across, through and under the Strip and so much of the Lands as may be reasonably necessary, at all reasonable times, for the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said Rights and easement subject to payment by the Transferee of compensation for any crop or other physical damage only to the Land caused by the exercise of this right of entry and passageway; and
 - (h) To remove, relocate and reconstruct the Line on or under the Strip, subject to payment by the Transferee of additional compensation for any damage caused thereby.
- 2. This Transfer of Easement shall be subject to the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.
 - 3. This Transfer of Easement is given for the purpose of an electricity distribution or electricity transmission line within the meaning of Part VI of the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15. Sched B, as amended.
 - 4. The Transferor agrees that notwithstanding any rule of law or equity, the works installed by the Transferee shall at all times remain the property of the Transferee, notwithstanding that such works are or may become annexed or affixed to the Strip and shall at any time and from time to time be removable in whole or in part by Transferee
 - 5. No waiver of a breach or any of the covenants of this grant of Rights shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
 - 6. All covenants herein contained shall be construed to be several as well as joint where the context or the identity of the Transferor/Transferee so requires.
 - 7. The burden and benefit of this Transfer of Easement shall run with the Strip and the works and undertaking of the Transferee and shall be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
 - 8. **Hydro One Networks Inc. covenants and agrees with the Transferor to indemnify and save harmless the Transferor, his tenants, or other lawful occupiers of the Strip for any loss, damage and injury (collectively the “Loss”) caused by the granting and transfer of Rights or anything done pursuant thereto or arising from any accident (not including any Act of God) that would not have happened but for the presence of its line on the Strip, provided, however, that Hydro One Networks Inc. shall not be liable to the extent to which such Loss is caused or contributed to by the neglect or default of the Transferor, his tenants, guests, invitees or other lawful occupiers of the Strip or their servants, agents, or workmen. Nothing in this paragraph shall be interpreted as altering or otherwise overriding the provisions of any applicable legislation of the parties’ respective obligations thereunder, including, but not limited to, the provisions of the Occupiers’ Liability Act, R.S.O. 1990, c. O.2 as amended from time to time.**