

TEMPORARY EASEMENT AGREEMENT

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(hereinafter the "Transferor")

OF THE FIRST PART

- and -

DEAMS HOLDINGS INC.
(hereinafter the "Transferee")

OF THE SECOND PART

This Easement is an Easement in Gross.

WHEREAS the Transferee is the owner of lands described as PT LT 11 PL 168 Blyth as in R287757; Township of North Huron with street address 437-441 Queen Street, Blyth, Ontario;

AND WHEREAS the Transferor is the owner of lands described as LT 10 PL 168 BLYTH; PT LT 9 PL 168 BLYTH as in BLY3247 & PT 1, 22R3163 Except PT 1, 22R6334; T/W R279455; Township of North Huron, with street address 431 Queen Street, Blyth, Ontario on which is located the Blyth Memorial Community Hall;

AND WHEREAS the Transferee intends to conduct renovations to the 437-441 Queen St. and, in doing so, requires access to the lands owned by the Transferor as referred to herein for the period of construction;

AND WHEREAS the Transferor is agreeable to the Transferee having such access under certain terms and conditions;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual promises contained herein, the payment of the sum of TWO (\$2.00) Dollars Canadian by the Transferee to the Transferor, and good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties hereto agree as follows:

1. The Transferor grants to the Transferee, its employees, servants, agents, contractors, successors, agents and assigns, a temporary easement upon, over, in, under and across the lands of 431 Queen Street Blyth, extending 6', excluding the area occupied by the building structure, to the south of the property line between the lands owned by the Transferor and the lands owned by the Transferee as follows (see attached map). Means of emergency egress from 431 will be provided safe passage through the temporary easement zone:
 - a. The right of free and unimpeded access at all times to the Transferee, its contractors, servants, employees, agents, vehicles, equipment and supplies to and over the lands for all purposes related to the construction activities on the Transferor's property;
2. The Transferor shall have the right to fully use and enjoy the property provided that its use and enjoyment does not interfere with the activities of the Transferee on the property connected with its activities on the abutting lands.
3. The Transferee shall be responsible for any damage caused at any time by its agents or employees to the lands.
4. The parties agree that this is to be a temporary easement to continue from May 8, 2018 to July 20 2018 or for such further period as the parties may agree.
5. Notwithstanding any rule of law or equity and even though any of the Facilities may become annexed or fixed to the lands, title to the Facilities shall nevertheless remain in the Transferee or the party installing the Facilities under the terms of this Agreement.

6. The Transferee agrees that at the conclusion of this Easement, the Transferee will remove any facilities or structures that have been located on the Transferor's lands to facilitate the Transferee's construction activities and shall restore and clean up the lands in a good and workmanlike manner. All landscaping and land drainage and/or land slope on the Transferor's property will be returned to pre-existing condition. The Transferee will guarantee the life and quality of any plantings in the Easement area for 12 months following the end of this temporary easement agreement.
7. The Transferee acknowledges that the lands may be subject to pre-existing registered rights-of-way and agrees that it will not unreasonably interfere with the rights of those having such existing rights-of-way.
8. The Transferee shall indemnify and save harmless the Transferor with respect to all actions, claims, damages and costs or expenses of whatever kind (including, without limitation, with respect to all liability for environmental contamination and legal fees on a full indemnity basis) that the Transferor may be subject to, incur or suffer as a result of the Transferee's activities and installations on the lands.
9. The Transferor covenants that it has the right to convey this Easement, notwithstanding any act on its part, that it will execute such further assurances of the Easement as may be required and which the Transferee may, at its expense, prepare and that the Transferee shall have quiet possession and enjoyment of the rights, privileges and Easement hereby granted.
10. This Agreement, including all rights, privileges and benefits herein contained shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

SIGNED, SEALED AND DELIVERED
this day of , 2018.

**THE CORPORATION OF THE TOWNSHIP
OF NORTH HURON**

Per: _____
Neil Vincent, Reeve

Per: _____
Richard Al, Clerk
We have the authority to bind the Corporation.

DEAMS HOLDINGS INC.

Per: _____
David Sparling, President

I have the authority to bind the Corporation.