

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

The Corporation of the Town of Pelham (the "Transferor"), Being the owner of Block 4 & 14, on Plan 59M432 and Block 127, 130 & 132 on Plan 59M434 in the Township of Pelham, (Geographic Township of Thorold) in Niagara County/Regional Municipality/District according to Registered Plan No. R- and as described in PIN No. 64063-0275, 64063-0285, 64063-0423, 64063-0426, 64063-0428 (herein called the "Lands") in consideration of payment of the sum of \$5.00 (FIVE DOLLARS) (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 outlined in red on Schedule "A" hereto annexed (the "Strip").

(b) THE purchase price for the Rights shall be the sum of \$5.00 (five) dollars 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 by a letter delivered or facsimile transmission or mailed postage prepaid and registered or by courier, to the Transferor at the address set out in paragraph 12 herein. 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 and the letter accepting such Offer 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 **All Necessary poles and All Necessary anchors** with all necessary guys, braces, wires, cables, padmount equipment, if applicable, underground cable and associated material and 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 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.

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
	<u>The Corporation of the Town of Pelham</u>	<u>Hydro One Networks Inc.</u>
Attention:	<u></u>	<u></u>
Address:	<u></u>	<u></u>
Phone:	<u></u>	<u></u>
Facsimile:	<u></u>	<u></u>
Email:	<u></u>	<u></u>

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 Transferor covenants and confirms that they are in fact the parties named in this Offer to Grant and are not misrepresenting their identities to the Transferee. The Transferee's employee (the "ADET") and the Transferor acknowledge that the following are the particulars of the Transferor's identification presented today to the ADET:

12. Transferor Identification Presented to ADET

Corporation: **The Corporation of the Town of Pelham**

Business Address: 20 Pelham Town Sq, Box 400
Fonthill ON L0S1K0

Business Telephone #: 905 892-2607

Incorporation or Business Identification Number: 10807 8627 RT 0001

Place of Issuance of Number: _____

General Nature of Business: Municipality

Transferor Initials

ADET Initials



	Signing Authority	Second Signing Authority [where necessary]
Name	Dave Augustyn	Nancy J. Bozza to
Position	Mayor	Town Clerk
Phone Number	905 892-2607 x317	x315
Address	as above	as above

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

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:

(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:

(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,

**16. Transferee's
Solicitor Not
Acting As
Solicitor for
Transferor
Initials**
Transferor Initials



**17.
Acknowledgement
and Direction to
Transferee's
Solicitor to
Register Easement**
Transferor Initials



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.

IN WITNESS WHEREOF the Transferor has hereunto executed this Agreement by its duly authorized signing officers Agreement, **this 15 day of May, 2017.**

SIGNED, SEALED AND DELIVERED
in the presence of

X

Bretney Brunton

Witness as to the signature of all
individuals at right

Print Name: Bretney Brunton

Witness Phone Number: 289 213 2734

Witness Address: 47 Front St North
Thorold

)
)
)

X

Dave Angastyn

I have the authority to bind the Corporation.

Print Name: Dave Angastyn

Print Title: Mayor

Second Signing Officer [Where Necessary]

)
)
)

X

Nancy J. Bozzato

I have the authority to bind the Corporation.

Print Name: NANCY J. BOZZATO

Print Title: TOWN CLERK.

SCHEDULE "A"

Strip

SCHEDULE "B"

INTEREST / ESTATE TRANSFERRED – EASEMENT IN GROSS

1. The Transferor 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 being 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 **All Necessary poles and All Necessary anchors** with all necessary guys, braces, wires, cables, padmount equipment, if applicable, underground cable and associated material and 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 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,

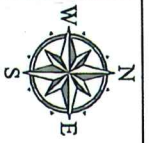
workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said Rights and easement subject to payment by the Transferee of compensation for 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.



Corporation (1)

To: Real Estate Services (R32)		Work Order #: 61415902	WBS #:	Settlement #	Date Document Signed:																																																																																																																																																																																																												
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Min. Occ. Rights	\$	25.00																																																																																																																																																																																																															
Min. Right to Cut/Trim	\$	25.00																																																																																																																																																																																																															
Pole/Anchors/Padmts/Kiosk	\$	25.00																																																																																																																																																																																																															
Pole/Anchors/Padmts/Kiosk	\$	90.00																																																																																																																																																																																																															
Pole/Anchors/Padmts/Kiosk	\$	45.00																																																																																																																																																																																																															
Secondary Conductor	\$	90.00																																																																																																																																																																																																															
			Occupational Rights (/m ²)																																																																																																																																																																																																														
			Length	Width	\$/M	S/T																																																																																																																																																																																																											
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			(If less than \$250, Minimum payment applies)																																																																																																																																																																																																														
			SUBTOTAL:																																																																																																																																																																																																														
			Tree Removal or Trimming Rights																																																																																																																																																																																																														
			SUBTOTAL:																																																																																																																																																																																																														
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Remarks: Blanket easement to be taken																																																																																																																																																																																																																	
SDET Approval:		Prepared By (Print Name):		Agent/Rep Signature:		Real Estate Review:																																																																																																																																																																																																											



Shaw Street

Approx 900 meters
from Shaw ST to Port Robinson RD

RICE RD

Rice RD Pole Relocate
Installing approximately 17 poles
and 6 anchors along new multi use path
from Shaw ST to Port Robinson RD.
Poles will be located on Town of Pelham
owned lands. Roughly 1 meter off paved path.

Blanket easement to be taken, approx 6 meters wide
covering all necessary poles and anchors.

PORT ROBINSON RD

Port Robinson RD

All Dimensions in Metres
Not to Scale

Legend:

- new pole ●
- new anchor Y
- new line --- OR ---
- existing pole ○
- existing anchor Y
- existing line --- OR ---
- easement width --- --- --- --- ---
example - 5m

hydro one		Rice RD Pelham		40083 schedule 'A'	
Owner Name	Town of Pelham	Lot	--	Plan	59M432, 59M434
Owner Signature		Concession	--	Sublot	--
Owner Name	Add Name	Township	-- Pelham		
Owner Signature		Former (or Geographic) Township	143111d		
Hydro One Name	Anthony Runkle	County/Region	Niagara Region		
Hydro One Signature					
Date	5/3/2017				
Operating Center	Thorold	Cost Center	2026	Work Order	61415902
Comments The location of the new or existing poles, anchors or equipment may not be exact. The stake marks the final location.					

PIN 64063-0875, 64063-0285
64063-0423, 64063-0126, 64063-0426