

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 57368 - 0059 LT Interest/Estate Easement Add Easement

Description (SERVIENT LANDS) PART LOTS 1 TO 5, AND BLOCKS 22 AND 23, PLAN 49M-91, DESIGNATED AS PARTS 1 TO 8 ON PLAN 49R-18828 AND PART OF LOTS 6 TO 20, AND BLOCKS 21, 24 AND 25, PLAN 49M-91, DESIGNATED AS PARTS 11 TO 30 ON PLAN 49R-18828, TOWNSHIP OF GREATER MADAWASKA

(DOMINANT LANDS) SEE SCHEDULE

Address CALABOGIE

Consideration

Consideration \$ 1.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name BARRETT CHUTE INC.

Address for Service P.O. Box 335, Renfrew, ON K7V 4A4

I, LEO HALL, PRESIDENT, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name BELL CANADA

Address for Service Floor 2, 140 Bayfield Street, Barrie, ON L4M 3B1

Statements

Schedule: See Schedules

This document is being registered pursuant to Inhibiting Order RE211264 registered on 2016/09/23

Signed By

Cindy Kerry Morin 1770 Courtwood Crescent, Suite 102 acting for Signed 2016 09 27
Ottawa Transferor(s)
K2C 2B5

Tel 613-722-0015

Fax 613-722-5932

I have the authority to sign and register the document on behalf of all parties to the document.

Cindy Kerry Morin 1770 Courtwood Crescent, Suite 102 acting for Signed 2016 09 27
Ottawa Transferee(s)
K2C 2B5

Tel 613-722-0015

Fax 613-722-5932

I have the authority to sign and register the document on behalf of all parties to the document.

The applicant(s) hereby applies to the Land Registrar.

Submitted By

MARTIN Z BLACK LAW OFFICE

1770 Courtwood Crescent, Suite 102
Ottawa
K2C 2B5

2016 09 27

Tel 613-722-0015

Fax 613-722-5932

Fees/Taxes/Payment

| | |
|------------------------------|---------|
| Statutory Registration Fee | \$62.85 |
| Provincial Land Transfer Tax | \$0.00 |
| Total Paid | \$62.85 |

File Number

Transferor Client File Number : BARC001

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 57368 - 0059 (SERVIENT LANDS) PART LOTS 1 TO 5, AND BLOCKS 22 AND 23, PLAN 49M-91, DESIGNATED AS PARTS 1 TO 8 ON PLAN 49R-18828 AND PART OF LOTS 6 TO 20, AND BLOCKS 21, 24 AND 25, PLAN 49M-91, DESIGNATED AS PARTS 11 TO 30 ON PLAN 49R-18828, TOWNSHIP OF GREATER MADAWASK, (DOMINANT LANDS) SEE SCHEDULE

BY: BARRETT CHUTE INC.
TO: BELL CANADA % (all PINs)

1. COLIN BONNELL, RIGHT OF WAY MANAGER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for BELL CANADA described in paragraph(s) (c) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposited to.

3. The total consideration for this transaction is allocated as follows:

| | |
|---|------|
| (a) Monies paid or to be paid in cash | 1.00 |
| (b) Mortgages (i) assumed (show principal and interest to be credited against purchase price) | 0.00 |
| (ii) Given Back to Vendor | 0.00 |
| (c) Property transferred in exchange (detail below) | 0.00 |
| (d) Fair market value of the land(s) | 0.00 |
| (e) Liens, legacies, annuities and maintenance charges to which transfer is subject | 0.00 |
| (f) Other valuable consideration subject to land transfer tax (detail below) | 0.00 |
| (g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f)) | 1.00 |
| (h) VALUE OF ALL CHATTELS - items of tangible personal property | 0.00 |
| (i) Other considerations for transaction not included in (g) or (h) above | 0.00 |
| (j) Total consideration | 1.00 |

4.

Explanation for nominal considerations:

s) other: Transfer of Easement for a Utility Line as defined in the Ontario Energy Board Act, 1998

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 49 Registration No. RE211338 Date: 2016/09/27
B. Property(s): PIN 57368 - 0059 Address CALABOGIE Assessment Roll No
C. Address for Service: Floor 2, 140 Bayfield Street, Barrie, ON L4M 3B1
D. (i) Last Conveyance(s): PIN 57368 - 0059 Registration No. RE177022
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes No Not known
E. Tax Statements Prepared By: Cindy Kerry Morin
1770 Courtwood Crescent,
Suite 102
Ottawa K2C 2B5

WHEREAS the Transferee is the owner in fee simple of those lands and premises (the "Transferee's lands") being composed of Parts of Town Lots 5 and 6 on the North side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-545, City of Toronto.

WHEREAS the Transferor is the owner in fee simple of lands described as Part of Lots 1 to 5 and Blocks 22 and 23, on Plan 49M-91, designated as Parts 1 to 8 on Plan 49R-18828 and Part of Lots 6 to 20 and Blocks 21, 24 and 25, Plan 49M-91, designated as Parts 11 to 30 on Plan 49R-18828, Township of Greater Madawaska (the "Property").

THE TRANSFEROR grants and transfers to the Transferee, its successors and assigns to be used and enjoyed as appurtenant to the Transferee's lands, a free and unencumbered easement (the "Easement") in perpetuity upon, over, in, under and across lands more particularly described in the Properties Section on Page 1 attached (the "Easement Lands"):

1. the right to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities (the "Facilities") or any part thereof forming part of continuous lines between the Transferee's lands and other lands including, without limitation, all necessary cable and wires (both buried and aerial), conduits, conduit structures, markers, poles, anchors, guys, maintenance holes, fixtures, equipment, and all appurtenances thereto.
2. the right of free and unimpeded access at all times to the Transferee, its contractors, agents, employees, vehicles, equipment, and supplies to and over the Easement Lands.
3. the right of free and unimpeded access at all times to the Easement Lands from and over the Property or abutting road allowances or abutting rights of way for the purpose of exercising the rights hereby granted.
4. the right to remove, trim, sever, or fell any obstructions such as trees, roots, brush, stumps, boulders or rock encountered during the course of construction or subsequent maintenance of the Facilities.

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

THE TRANSFEEEE shall:

1. be responsible for any damage caused at any time by its agents or employees to the Property. When practical, the Transferee, after any of its activities, shall restore the Property appropriately. The subsequent maintenance of the Property shall be the responsibility of the Transferor.
2. indemnify and save the Transferor harmless from all actions, causes of actions, suits, claims and demands of every nature and kind whatsoever which may be made against the Transferor relating to or arising out of the placement of the Facilities by the Transferee and for which the Transferee, in law, is responsible.
3. at its sole discretion, be permitted to attach, or permit the attachment of, wires, cables and equipment of any other company or commission for the purposes only of supplying a service to the public.

NOTWITHSTANDING any rule of 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.

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.

THE TRANSFEEEE, in the event it grants a release of Easement, may abandon the Facilities annexed/affixed to the Easement Lands at its option.