

Easement Agreement

This Easement Agreement (this “**Agreement**”) dated as of the ____ day of July, 2023.

BETWEEN

ERIC GONCALVES INC. AND ERIC GONCALVES
(the “**Transferor**”)

-and-

ERIC GONCALVES INC.
(the “**Corporation**”)
-and-

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC
(the “**Municipality**” and collectively with the Corporation, the “**Transferee**”)

WHEREAS Transferor is the registered owner of the lands and premises described in Schedule A attached (the “**Servient Land**”);

AND WHEREAS Corporation is the registered owner of the lands and premises described in Schedule B attached (the “**Dominant Land**”);

AND WHEREAS Corporation, as owner of the Dominant Land, and the Municipality wish to use the Servient Land for access and use of the pond for fire safety purposes;

AND WHEREAS Transferor, as owner of the Servient Land, has agreed to grant an easement for access and use of the pond for fire safety purposes over the Servient Land for the benefit of the Dominant Land on the terms and condition set out in this Agreement.

NOW THEREFORE in consideration of the sum of \$2.00, the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Definitions. The following terms have the meanings specified or referred to in this Section 0:

“**Business Day**” means any day other than a Saturday, Sunday, or statutory holiday in Ontario.

“**Dominant Land**” has the meaning given to it in the recitals.

"Dominant Owner" means the Corporation, its corporate successors, heirs, executors, administrators, legal representatives, successors and assigns in freehold title to all or part of the Dominant Land, and permitted assigns of this Agreement.

"Easement" means the rights granted in Section 2 of this Agreement.

"Owner" means the Servient Owner or the Dominant Owner.

"Servient Land" has the meaning given to it in the recitals.

"Servient Owner" means Transferor, its corporate successors, heirs, executors, administrators, legal representatives, successors and assigns in freehold title of all or part of the Servient Land, and permitted assigns of this Agreement.

2. Grant of Easement. The Servient Owner hereby grants, transfers and conveys to the Transferee an exclusive easement in perpetuity, for the benefit of the Dominant Land, over the Servient Land, for the purpose of access and use of the pond for fire safety purposes and to allow the Municipality access for firefighting purposes for the Dominant Land.

3. Burden and Benefit. The Easement shall run with and bind the Servient Land and shall be for the benefit of the Transferee and run with the Dominant Land.

4. Maintenance and Repair. The Servient Owner covenants and agrees, subject to the other Owner's obligations to repair damages as set out in this Agreement, at its expense, to keep the Servient Land in good condition and repair to the satisfaction of the Transferee. The Servient Owner agrees that the Municipality is in no way responsible for the maintenance and repair of the Servient Land. Specifically, the Servient Owner shall be required to maintain the pond, hydrant and maintenance path outlined in Schedule C are in good working condition. The Municipality may request the Servient Owner repair the infrastructure at its own discretion and if the requested repairs are not complete within thirty (30) days of written notice, then the Municipality may complete the repairs at the Servient Owner's sole expense. The Servient Owner shall repay the Municipality within five (5) business days of written demand in respect of any expenses incurred by the Municipality to complete the repairs.

5. Damages. The Transferee and anyone authorized by the Transferee shall not cause any damage to the Servient Owner's Property. The Dominant Owner covenants and agrees, at the Dominant Owner's expense, to promptly and diligently repair and restore, to the condition prior to the damage, all damage to the Servient Owner's Property and personal property caused by the Dominant Owner or anyone authorized by the Dominant Owner or this Agreement. The Dominant Owner shall pay full compensation to the Servient Owner within ten (10) days of written demand from the Servient Owner in respect of any costs and losses incurred by the Servient Owner arising from such damages, including without limitation, the Servient Owner's costs to repair the damage if the Dominant Owner fails to do so within a reasonable time/thirty (30) days after receiving written notice of the damage from the Servient Owner.

6. No Liability. The Transferee covenants and agrees that the Servient Owner and its directors, officers, shareholders, employees, and representatives shall not be liable for any and all losses, costs and liabilities whatsoever incurred or sustained by the Transferee or anyone

authorized by the Transferee or this Agreement to enter upon the Servient Land, related to, arising from or in any way connected with injury, death, or damage to any person or property occurring on the Servient Land or in the exercise of the Easement or the Transferee's obligations or other rights under this Agreement, except if such death, injury, damage, losses, costs, or liabilities is caused by the negligence of the Servient Owner or those for whom the Servient Owner is responsible for in law. This Section shall survive the expiry or termination of this Agreement.

7. Indemnity. Subject to Section 8 of this Agreement, the Dominant Owner hereby indemnifies and saves harmless the Servient Owner and Municipality and its directors, officers, shareholders, employees, and representatives from and against all losses, costs, and liabilities whatsoever suffered or incurred by the Servient Owner or Municipality, by whomsoever (including without limitation the Dominant Owner) brought, made, or claimed, howsoever caused and whether or not caused by a person's negligence, arising from or in any way connected with:

- (a) use or occupancy of the Servient Land by the Dominant Owner or anyone authorized by the Dominant Owner;
- (b) breach of the Dominant Owner's obligations under this Agreement;
- (c) injury, death, or damage to any person or property occurring on the Servient Land or in the exercise of the Easement or the Dominant Owner's obligations or other rights under this Agreement; or
- (d) the negligence of the Dominant Owner or anyone authorized by the Dominant Owner.

This Section 7 shall survive the expiry or termination of this Agreement.

8. Exception. The indemnity in Section 7 of this Agreement shall not apply to any and all losses, costs, and liabilities whatsoever caused by the gross negligence or willful misconduct of the Servient Owner or those for whom the Servient Owner is responsible for in law. This Section shall survive the expiry or termination of this Agreement.

9. Remedies on Default. In the event of default by a party under this Agreement, the other party shall have all remedies available to it under this Agreement and at law.

10. Planning Act. The provisions of this Agreement, including without limitation the Easement, are subject to compliance with the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P.13, and any amendments thereto. If consent under the *Planning Act* is required for any provisions of this Agreement, the parties covenant and agree that the Dominant Owner shall be responsible, at its expense, for promptly applying for and diligently pursuing such consent. If consent is required, until consent is obtained, the term of this Agreement and the Easement shall be deemed to be twenty-one (21) years less one (1) day from the effective date of the grant of easement in Section 2 of this Agreement.

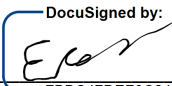
11. Registration. The parties agree that this Agreement shall be registered on title to the Servient Land by the Servient Owner and Dominant Owner, at the expense of the Dominant Owner. Each party shall promptly execute any necessary documents in this regard.
12. Reference Plan. The Dominant Owner shall be responsible for the preparation and deposit of any surveys or reference plans necessary to effect registration of this Agreement on title to the Servient Land. The cost of the reference plan shall be paid by the Dominant Owner.
13. Notice. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement shall be in writing and shall be deemed to have been received on: (a) the date of delivery when delivered by hand (with written confirmation of receipt); (b) on the date of receipt by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent between 9:00 a.m. and 6:00 p.m. on a Business Day, and on the next Business Day if sent after those hours or not on a Business Day; (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid; or (e) if sent by email, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment) if sent between 9:00 a.m. and 6:00 p.m. on a Business Day, and on the next Business Day if sent after those hours or not on a Business Day.
14. Successor and Assigns. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.
15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
16. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable in that Province.
17. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

SERVIENT OWNER:

ERIC GONCALVES INC.

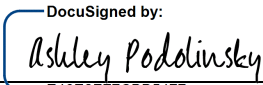
By:  DocuSigned by:
7BBC47DEF6C2426...

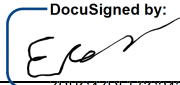
Name: Eric Goncalves

Title: President

SIGNED, SEALED AND DELIVERED

in the presence of

 DocuSigned by:
E46E2FF7CBB5477...
Witness

 DocuSigned by:
7BBC47DEF6C2426...
Eric Goncalves

DOMINANT OWNER:

ERIC GONCALVES INC.

By:  DocuSigned by:
7BBC47DEF6C2426...

Name: Eric Goncalves

Title: President

MUNICIPALITY:

THE CORPORATION OF THE
MUNICIPALITY OF STRATHROY-
CARADOC

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE A

Servient Land

Legal Description: Pt N ½ Lt 17 Con 9 being Part 8 of 33R-21629; Municipality of Strathroy-Caradoc/Caradoc

SCHEDULE B

Dominant Land

Municipal Address: 8606 Walkers Drive, Strathroy, Ontario

Legal Description: S ½ Lt 17 Con 9 being Pt 1-6 of 33R-21629, S/T CA30638, MW107096, MW36412, MW36653; Municipality of Strathroy-Caradoc/Caradoc

SCHEDULE C

Sketch of Servient Land

