

Appendix "A"

Major Terms and Conditions Permanent Easement to CN & CPR

Easement Lands:	<p>Facility Easement - shown as Parts 2, 4, 6, 7, 9, 10, 12, 13, 15, 16, 17 & 19 on the draft reference plan prepared by J. D. Barnes dated January 18, 2007 totalling approximately 6,900 square feet; also shown as Part 1 on Sketch PS-2006-096a (the "Sketch").</p> <p>Access Easement - shown as Parts 1, 3, 5, 8, 11, 14 & 18 on the draft reference plan prepared by J. D. Barnes dated January 18, 2007 totalling approximately 15,285 square feet; also shown as Parts 2 to 8 on the Sketch.</p>
Legal Description:	Part of Lot 34, Concession 2 from the Bay, City of Toronto
Grantor:	City of Toronto
Grantee:	Canadian National Railway Company and Canadian Pacific Railway
Term:	Easement in perpetuity.
Commencement Date:	Upon execution of the Agreement
Fee:	Facility Easement = \$17,500.00 Access Easement = \$38,200.00
Use and Maintenance:	Grantees shall use the Easement for installation and maintenance of fibre optic and communication cable for land shown as Part 1 on the Sketch and for access to the facilities within the easement on land shown as Parts 2 to 8 on the Sketch. The Grantee shall, at its expense, keep the easement in a clean and well-ordered condition, and shall not permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate, thereon.
"As-is" Condition:	Grantees shall accept the Easement Lands on an "as is" basis, including without limitation, the environmental condition of the Easement Lands.

Indemnification and Insurance:	Grantees shall, at all times, indemnify and save harmless the City from and against any and all manner of claims, demand, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the <i>Worker's Compensation Act</i> or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the City or of the Grantees) directly or indirectly to the extent arising out of, resulting from or sustained as a result of the Grantees' occupation or use of, or any operation in connection with, the Easement Lands or any fixtures or chattels thereon.
Reference Plan:	Grantees shall obtain and deposit in the appropriate Land Registry Office, at its sole cost and expense, a Reference Plan of Survey, integrated with the Ontario Co-ordinate System, satisfactory to the City Surveyor, delineating the Easement Lands
Registration on Title:	Grantees shall pay the cost of registering the easement on title, including GST, if applicable
Legal Administration Fee:	Grantees shall pay legal administration fee of \$500.00, plus any applicable GST
Other Terms	Grantees shall accept such additional conditions as the Chief Corporate Officer or City Solicitor may deem necessary in the interest of the City