

**TERMS AND INTEREST/ESTATE TRANSFERRED**

Subject to the following terms and conditions the Transferor transfers to the Transferee, the free, uninterrupted and unobstructed right and easement in gross to lay, construct, operate, maintain, inspect, alter repair, replace, reconstruct and remove storm drainage works including storm sewers and culverts together with all appurtenances thereto (herein called the "works"), in, over, along, across, upon and under the lands described herein (herein called the "Lands") and to drain stormwater in, over, along, across, upon and under the Lands, together with the right to the Transferee, its servants, employees, workmen, agents and contractors with all necessary vehicles, supplies and equipment at all times and for all purposes and things necessary or incidental to the exercise and enjoyment of the rights and easements hereby transferred to enter onto the Lands and pass and repass over the Lands.

The terms and conditions which the parties hereto covenant and agree to observe and be bound by are as follows:

1. The Transferee shall, except in case of emergency, before commencing any work authorized hereby, give to the Transferor forty-eight hours previous written notice thereof, and in cases of emergency such previous notice thereof as is reasonably possible.
2. For the purpose of maintaining the said works and to the intent that this covenant shall run with the Lands and bind subsequent owners, the Transferor covenants with the Transferee to keep the Lands clear of and unencumbered by buildings, structures, improvements, pavement, concrete surfaces or expensive landscaping, and not to deposit or remove fill from the Lands or do anything which might injure or damage the said works or render more costly the restoration of the said Lands by the Transferee after construction or repair as may be required without the consent of the Transferee;

And the Transferor covenants not to alter the grade of the Lands without the prior written consent of the Transferee.

3. Upon completion of the works, the Transferee shall fill in all excavations and restore the surface of the ground by restoring all topsoil and grass cover disturbed thereby, and do necessary grading to ensure soil and slope stability, and remove all equipment. Any portion of the Lands disturbed pursuant to the exercise of the easement herein by the Transferee shall be revegetated and stabilized.
4. The Transferee acknowledges that any fence constructed inside the Lands will be the sole responsibility of the Transferee, and the Transferor shall have the right to remove such fence, if required, and charge any and all expenditures associated therewith to the Transferee. The Transferor shall be absolved of all responsibility for replacing any fence removed during the course of construction or repair.
5. The Transferee covenants and agrees to fully indemnify and save harmless the Transferor from any and all claims for injury, damages or loss of any nature resulting in any way, either directly or indirectly, from the granting of this easement or the carrying out of construction, or the use and enjoyment of this easement.
6. The Transferor shall execute such further assurances of the right and easement granted hereby as the Transferee may reasonably request in writing.
7. The burden of this Transfer and of all the terms and conditions contained herein shall run with the Lands.