

EASEMENT ENCROACHMENT CONSENT

BELL FILE NO: 20473A

EASEMENT REGISTRATION NUMBER: HC199067

OWNER (the “owner”): TONINO DIFRANCO

MUNICIPAL ADDRESS OF PROPERTY: 39 Front St S
York, ON
N0A 1R0,
Canada

PIN: 381440016

LEGAL DESCRIPTION: PT LT 9 E/S FRONT ST, 10 E/S FRONT ST, 11 E/S FRONT ST, 12 E/S FRONT ST PL 216 AS IN S6697, HC290914 (4THLY), PT 1,2 18R1858 EXCEPT HC95750, PT 1 18R583; S/T HC199067; HALDIMAND

SKETCH ATTACHED: Provided by email from
Ashley Taylor, January 8, 2021

NATURE OF ENCROACHING STRUCTURE (The “Structure”): Proposed driveway crossing Part 2 Plan 18R3804

Bell Canada (“Bell”) **does hereby consent** to the encroachment of the structure upon the above-noted easement to the extent indicated on the draft plan described above, a copy of which is attached (the extent of such encroachment being hereinafter referred to as the “Encroachment Area”) **SUBJECT ALWAYS TO THE FOLLOWING CONDITIONS:**

1. The structure shall remain wholly located within the Encroachment Area.
2. This consent shall lapse in the event that the structure at any time hereafter ceases to be located upon the Encroachment Area for any reason whatsoever including demolition, voluntary removal, and destruction by fire or otherwise.
3. The granting of this consent in respect of the Encroachment Area does not confer any consent or right to erect any other buildings or other structures over the remainder of the easement, and does not confer any consent or right to extend the Structure beyond the Encroachment Area.
4. The Structure shall be maintained so as not to interfere with the actual use and enjoyment of the easement by Bell.
5. The Owner and its successors and assigns, as owners and occupiers from time to time shall be solely and fully responsible for compliance by the Structure with all laws, by-laws and regulations applying thereto, including zoning by-laws of the Halidmand County and the Ontario Building Code.
6. Bell and their respective successors, assigns, agents, and servants shall not be liable for any damages or loss of any nature, whether direct or indirect, resulting from the use and enjoyment of the easement by Bell and the maintenance of the Structure on or over the Encroachment Area.
7. The Owner and its successors and assigns, as owners and occupiers from time to time shall at all times indemnify and save harmless Bell of and from all losses, costs, and damages which Bell may suffer, be at, and be put to, for, or by reason of, or on account of, the existence of the encroachment, or anything done or purported to be done pursuant to this consent, or which may arise by reason of

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the use and maintenance of the encroachment, this consent, or by reason of the existence, use, maintenance, or repair or lack of repair of the encroachment.

8. This consent may be registered on the title of the said property and the cost of preparation and registration of same shall be paid by the Owner.

9. The Owner, upon selling his/her property shall have the new owner sign a similar Encroachment Consent with Bell.

10. Obtain necessary cable locates prior to any digging in area noted above.

11. Hand digging will be required within 0.91 metres (3') of buried cable.

DATED at _____, Ontario, this _____ day of _____, 2021.

BELL CANADA

William McKenzie, Right of Way Manager

DATED at _____, Ontario, this _____ day of _____, 2021.

Acceptance of Conditions by OWNER(S):

Name: _____
TONINO DIFRANCO

Name: _____