

ACCESS AGREEMENT

THIS ACCESS AGREEMENT made this ____ day of _____, _____.

BETWEEN:

«GRANTOR»

of _____
(herein referred to as the "Grantor")

OF THE FIRST PART

- and -

«GRANTEE»

of _____
(herein referred to as the "Grantee")

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants, terms and conditions herein set forth, the parties hereto agree as follows:

1. **Definitions** - Unless otherwise specified, in this Agreement:
 - a) "Effective Date" shall be _____.
 - b) "Purpose" means vehicular access.
 - c) "Road" means that portion of the _____ area delineated in red on the attached Schedule "A" which _____ area runs across a portion of the lands known as _____.
 - d) "Term" shall be from the Effective Date for such length of time as the use of the Road is required by the Grantee.
 - e) "License Fee" shall be the amount of _____ DOLLARS (\$_____) (inclusive of any goods and services or other like taxes payable in respect thereof ("G.S.T."), the receipt of which is hereby acknowledged.
2. **Grant** - The Grantor hereby grants to the Grantee its officers, agents, employees, invitees, contractors, sub-contractors or licenses the non-exclusive right to use the Road for the Purpose, subject to the terms and conditions herein contained and payment to the Grantor by the Grantee of the License Fee which includes G.S.T.
3. **Duration of Use** - The herein grant of use shall be for the duration of the Term, subject to earlier termination as herein provided.
4. **Transport of Material and Use of the Road** - The Grantee shall:
 - a) not transport any loads where the overall height is in excess of _____ meters from the surface of the Road without first determining that the load will safely clear and not damage any telephone or power transmission lines overhanging the Road;

THIS IS A 3-PAGE FORM.