

## INTERIM ACCESS AGREEMENT

**THIS AGREEMENT** made the        day of May, 2024.

**BETWEEN:**

**CHRISTOPHER LAMB**  
of the City of Kawartha Lakes  
in the Province of Ontario  
(hereinafter referred to as “Chris”)

OF THE FIRST PART,

-- and --

**BMO TRUST COMPANY**  
**c/o PAM WHEELER & KARI UPSHALL**  
of the City of Kingston  
in the Province of Ontario  
(hereinafter referred to as “BMO” or “Estate Trustee”)

OF THE SECOND PART.

-- and --

[INSERT PURCHASER NAME]  
of the City of  
in the Province of Ontario  
(hereinafter referred to as        or “the Purchasers”)

OF THE THIRD PART.

**WHEREAS** the Estate of Margaret Harvie is the registered owner of the property legally described as PT LT 21, CON 6 VERULAM, PT 4 57R6960, Kawartha Lakes, and more particularly designated as PIN 63123-0389 (LT), and municipally known as 274 Providence Road, Fenelon Falls (the “Farm”).

**AND WHEREAS** BMO is the Estate Trustee for the Estate of Margaret Harvie and has hired Don Young (“Don”) to act as the Real Estate Agent for the sale of the Farm.

**AND WHEREAS** Chris is the registered owner of the property legally described as PT LT 21, CON 6 VERULAM, PT 1 57R-8960, Kawartha Lakes, split from PIN 63123-0389 (LT) (PIN to be determined), and municipally known as 272 Providence Road, Fenelon Falls (the “House”).

**AND WHEREAS** the Driveway used to access the Farm is a shared driveway with the House and crosses Chris’ property as illustrated (in approximation) on a sketch/photos attached to this Agreement as Schedule A (the “Driveway”), and no formal right of way is registered for use of the Driveway.

**AND WHEREAS** Chris has agreed to allow BMO, Don, prospective purchasers, and any ancillary visitors such as inspectors and appraisers, a temporary right of access to use the Driveway to access the Farm until completion of the sale.

**AND WHEREAS** Chris has further agreed to allow the Purchasers the right to continued

access over the Driveway post-closing, in accordance with the terms of this Agreement, until such time that the terms have been completed.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the respective covenants and agreements of the parties contained herein, the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Interim Access Prior to Sale**

Chris hereby agrees to grant to BMO, Don, prospective purchasers, inspectors, appraisers, and other required agents, the right to use of the Driveway, without notice to Chris, for the following purposes:

- i. To clean out the Farm and ready it for listing;
- ii. To bring prospective purchasers to the Farm for viewing;
- iii. For prospective purchasers to complete required conditions;
- iv. For any required appraisals for financing or insurance purposes;
- v. To complete any inspections; and
- vi. Any other matters that may be required to complete the sale of the Farm.

This interim access will expire on the day that the Farm has sold, and the Estate of Marget Harvie ceases to be the Registered Owner.

**2. Interim Access Following Sale**

1. Chris hereby agrees to provide continued access over the Driveway following the sale of the Farm to the Purchasers, and invited guests, subject to the following terms and conditions:
  - a. Upon expiry or termination of this Agreement, the Purchasers shall release their right to access the Driveway and, if necessary, agrees to execute all reasonably required documents to release and quitclaim their interest in the Driveway.
  - b. The Purchasers hereby acknowledge that, other than the licence provided by this Agreement, they do not have any easement or right of way over any part or parts of the House by deed, prescription, adverse possession or otherwise.
  - c. The Purchasers hereby acknowledge that, as of the date of this Agreement, they are satisfied with the state and location of the Driveway. The Purchasers hereby agree not to make any further improvements or alterations to the Driveway without the express written consent of Chris.
  - d. The Purchasers agree to indemnify Chris and save him harmless from and against all loss, claims, actions, damages, costs, including legal fees on a solicitor and client basis, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury arising from use of the Driveway by themselves or anyone permitted or invited by the Purchasers, such invitation or permission to be express or inferred.
2. The Parties agree that this Agreement will expire on the earlier date that:
  - a. The Purchasers obtain an entrance permit from the City of Kawartha Lakes, and establish a new driveway accessing the Farm; or
  - b. The Purchasers establish a legal, deeded right of way, by way of Consent Application with the City of Kawartha Lakes, over the Driveway. Chris agrees to cooperate with the Purchasers in obtaining a Consent over the Driveway, and all Parties agree that the full cost of obtaining the Consent will be borne by the Purchasers. The Purchasers agree that, if this method of procuring deeded access is

chosen, they will act as expeditiously as possible.

**3. Entire Agreement**

This Agreement contains the final and entire understanding and agreement between the parties and any additions or alterations must be made in writing and signed by both Chris and the Purchasers or it shall be of no effect and shall be void.

**4. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**5. Agreement Not Binding**

The terms and provisions of this Agreement are personal as between Chris and the Purchasers and shall not be for the benefit of either party's heirs, administrators, executors or assigns. This Agreement may be executed by fax or by email and in counterparts.

**6. Non-Registration**

The parties hereto agree that, without the express written consent of all other parties hereto, this agreement shall not be registered on title to either lands.

EFFECTIVE this                      day of May, 2024

_____	)	_____
WITNESS	)	Christopher Lamb
	)	
_____	)	_____
WITNESS	)	Per: BMO Trust Company
	)	Pam Wheeler
	)	
_____	)	_____
WITNESS	)	Per: BMO Trust Company
	)	Kari Upshall
	)	
_____	)	_____
WITNESS	)	[Purchaser]
	)	
_____	)	_____
WITNESS	)	[Purchaser]
	)	