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LRO # 4 **Transfer Easement** Registered as OC1710417 on 2015 08 11 at 14:14

The applicant(s) hereby applies to the Land Registrar. Page 1 of 7 yyyy mm dd

Properties

Address

04165 - 0664 LT Interest/Estate Easement Add Easement

PART OF LOT A, CONCESSION 5 (RIDEAU FRONT) DESIGNATED AS PART 1 ON Description

4R-28756 OTTAWA/GLOUCESTER **Committee of Adjustment** Received | Reçu le

2370 WALKLEY ROAD

OTTAWA

2023-07-11

Consideration City of Ottawa | Ville d'Ottawa

Comité de dérogation \$0.00 Consideration

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name RICHCRAFT (WALKLEY) LTD. Address for Service 201-2280 St. Laurent Blvd, Ottawa,

Ontario, K1G 4K1

I, Steve Grandmont, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s) Share Capacity

Name HYDRO OTTAWA LIMITED

Address for Service 1970 Merivale Rd.

Ottawa, Ontario K2G 6Y9

Statements

Schedule: See Schedules

Signed By

Brian Angus Joseph Roach 900-427 Laurier Ave. West acting for Signed 2015 08 11

Transferor(s) Ottawa

K1R 7Y2

613-236-0111 Tel Fax 613-238-8507

I have the authority to sign and register the document on behalf of all parties to the document.

Brian Angus Joseph Roach 900-427 Laurier Ave. West acting for 2015 08 11 Signed

Ottawa Transferee(s)

K1R 7Y2

613-236-0111 Tel 613-238-8507 Fax

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

Tel

SOLOWAY, WRIGHT (2) 900-427 Laurier Ave. West 2015 08 11

> Ottawa K1R 7Y2

613-236-0111

Fax 613-238-8507

Fees/Taxes/Payment

Statutory Registration Fee \$60.00 Provincial Land Transfer Tax \$0.00 Total Paid \$60.00

LRO # 4 Transfer Easement

Registered as OC1710417 on 2015 08 11 at 14:14

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 7

File Number

Transferor Client File Number :

23482-1151

_ANI	D TRANSFER TAX STA	TEMENTS	
n the	matter of the conveyance of:	04165 – 0664 PART OF LOT A, CONCESSION 5 (RIDEAU FRONT) DESIGNATED AS PART 1 ON 4R-28756 OTTAWA/GLOUCESTER	
2)/:	DICHODAET (MALKLEY		
3Y:	RICHCRAFT (WALKLEY) LTD.		
ГО:	HYDRO OTTAWA LIMITED		
I. LC	DUIS VOISINE, P. ENG, MAN	NAGER OF GIS & DISTRIBUTION RECORDS	
	I am		
	(a) A person in trust for	r whom the land conveyed in the above-described conveyance is being conveyed;	
	(b) A trustee named in	the above-described conveyance to whom the land is being conveyed;	
	(c) A transferee named	d in the above-described conveyance;	
	(d) The authorized agent or solicitor acting in this transaction for described in paragraph(s) (_) above.		
		e-President, Manager, Secretary, Director, or Treasurer authorized to act for HYDRO scribed in paragraph(s) (c) above.	
		bed in paragraph() and am making these statements on my own behalf and on behalf of se described in paragraph(_) and as such, I have personal knowledge of the facts herein	
3. Th	e total consideration for th	is transaction is allocated as follows:	
	(a) Monies paid or to be p	paid in cash	0.00
	(b) Mortgages (i) assume	ed (show principal and interest to be credited against purchase price)	0.00
	(ii) Given E	Back to Vendor	0.00
	(c) Property transferred in	n exchange (detail below)	0.00
	(d) Fair market value of the	ne land(s)	0.00
	(e) Liens, legacies, annui	ties and maintenance charges to which transfer is subject	0.00
	(f) Other valuable conside	eration subject to land transfer tax (detail below)	0.00
	(g) Value of land, building	, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	0.00
	(h) VALUE OF ALL CHAT	TELS –items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above		or transaction not included in (g) or (h) above	0.00
	(j) Total consideration		0.00
1.			
	Explanation for nominal of	considerations:	
	· · · · · ·	or right of way for no consideration.	
Th.	e land is subject to encumbra		
	<u> </u>	AI I C C	
ROP	ERTY Information Record		
	A. Nature of Instrument:	Transfer Easement	
		LRO 4 Registration No. OC1710417 Date: 2015/08/11	
	B. Property(s):	PIN 04165 - 0664 Address 2370 WALKLEY ROAD Assessment 0614116 - 503 OTTAWA Roll No	300700
	C. Address for Service:	1970 Merivale Rd. Ottawa, Ontario K2G 6Y9	
	D. (i) Last Conveyance(s)	: PIN 04165 - 0664 Registration No. OC1199959	
	(ii) Legal Description fo	or Property Conveyed: Same as in last conveyance? Yes ☐ No ☑ Not known ☐	
	E. Tax Statements Prepai		
	·	900–427 Laurier Ave. West	

Ottawa K1R 7Y2

Easement in Gross

THIS INDENTURE made in triplicate this 8th day of June, A.D.2015.

BETWEEN:

RICHCRAFT HOMES LTD.

hereinafter called the "OWNER"

OF THE FIRST PART:

- and -

HYDRO OTTAWA LIMITED

hereinafter called the "HYDRO OTTAWA"

OF THE SECOND PART:

WITNESSETH THAT:

WHEREAS the Owner owns the land described in the schedule hereto annexed

and marked "A" and which lands are hereinafter referred to as "the easement lands"

AND WHEREAS Hydro Ottawa requires the use of the easement lands for the

purpose of enabling it to construct, operate, repair and maintain continuous lines of

electricity and telecommunications to the premises of its various customers, from time to

time, on the easement lands and adjoining lands, and has arranged with the Owner to

grant to it the right and easement hereinafter set out for the price or sum of One Dollar

(\$1.00);

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration

of the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by Hydro Ottawa to

the Owner, the receipt whereof is hereby acknowledged, the Owner hereby grants to Hydro

Ottawa, its successors and assigns, to be used and enjoyed as appurtenant to Hydro Ottawa

lands the free, uninterrupted and unobstructed right and easement in perpetuity:

1. To enter on and construct, repair, replace, operate and maintain all such of its

lines of electricity and telecommunications (forming part of its continuous or non-

continuous lines between Hydro Ottawa lands and the premises of various customers from

time to time on the easement lands and adjoining lands), including all necessary poles,

anchors, guy wires, brace poles, wires, cables (both buried and aerial), conduits, chambers,

markers, fixtures and equipment and all appurtenances thereto as Hydro Ottawa may

Rev. 2012.03.30

Easement in Gross /2

from time to time or at any time hereafter deem requisite upon, over, under, along and across the easement lands and any parts of the lands of the Owner adjacent thereto for the purpose of furnishing electrical and telecommunications services to the premises of the Owner and to the premises of Hydro Ottawa's customers from time to time on the lands adjoining or in the vicinity of the easement lands or the lands of the Owner; together with the right of free and unimpeded access to Hydro Ottawa, their workers, servants, agents, employees, contractors, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted over the easement lands and over any parts of the lands of the Owner adjacent thereto from the highways or lands abutting thereon to and from the places where any of the said lines of electricity, telecommunications and fixtures or any part or parts thereof are to be constructed, repaired, replaced, operated and maintained;

- 2. To attach other wires, cables and accessories and permit the attachment of the wires, cables and accessories of any other company or commission for the purpose only of supplying a utility service to the various owners from time to time of the easement lands and adjoining lands;
- 3. At the sole discretion of Hydro Ottawa, to trim, fell and remove any trees, branches and brush along the easement lands or on the lands of the Owner adjacent to the easement lands so as to keep the wires, cables and other equipment clear of interference by at least one decimal five metres (1.5 m).
- 4. The Owner covenants, promises and agrees not to erect on the easement lands any buildings, structures or other obstructions of any nature whatever, except property line fences, and further covenants, promises and agrees not to excavate, plant trees or change the grade on the easement lands and the lands where underground plant is located or within one decimal five (1.5) metres of such underground plant (measured horizontally)without the prior written consent of Hydro Ottawa to ensure the safe operation of the wires, cables and other equipment and access thereto and maintenance thereof.

Easement in Gross /3

5. Except for the specific conditions listed herein, the rights hereby granted are subject to Hydro Ottawa being responsible for any damage caused by its workers, servants, agents, contractors or employees to the property of the Owner and it shall replace as much as possible and at its own cost any soil or turf removed in connection with any of the work referred to above.

6. In the event that the whole or any part of the easement lands is subject to a Charge or Mortgage, the Owner shall obtain from each Chargee or Mortgagee an executed Postponement of such Charge or Mortgage in a registerable form such that each Chargee or Mortgagee shall postpone its interest in the easement lands to the interest of Hydro Ottawa to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the Mortgagee its interest in the easement lands.

THIS INDENTURE and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their and each of their respective heirs, executors, administrators, successors and assigns.

Easement in Gross /4

Schedule "A"

Part of Lot A Concession 5 (Rideau Front) Gloucester, Now City of Ottawa Being Part 1 on 4R-28756



