



24x

# Ce document est présenté dans la langue dans laquelle il a été fourni. 

LRO \# 4 Transfer Easement
Registered as OC1710417 on 20150811 at 14:14
The applicant(s) hereby applies to the Land Registrar.
yyyy mm dd Page 1 of 7

| Properties |  |  |  |
| :---: | :---: | :---: | :---: |
| PIN | 04165-0664 LT Interest/Estate | Easement | $\checkmark$ Add Easement |
| Description | PART OF LOT A, CONCESSION 5 (RIDEAU FRONT) DESIGNATED AS PA RT 1 ON 4R-28756 OTTAWA/GLOUCESTER <br> Committee of Adjustment <br> 2370 WALKLEY ROAD Received \| Reçu le OTTAWA 2023-07-11 |  |  |
| Address |  |  |  |
| Consideration |  |  | City of Ottawa \| Ville d'Ottawa |
| Consideration | \$0.00 |  | Comire ae aerogation |

## 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) |  | Capacity | Share |
| :--- | :--- | :--- | :--- |
| Name | HYDRO OTTAWA LIMITED |  |  |
| Address for Service | 1970 Merivale Rd. <br> Ottawa, Ontario <br> K2G 6Y9 |  |  |
| Statements |  |  |  |

Schedule: See Schedules

## Signed By

| Brian Angus Joseph Roach |  | 900-427 Laurier Ave. West Ottawa K1R 7Y2 | acting for Transferor(s) | Signed | 20150811 |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | 613-236-0111 |  |  |  |  |
| 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 Ottawa K1R 7Y2 | acting for Transferee(s) | Signed | 20150811 |
| Tel | 613-236-0111 |  |  |  |  |
| Fax | 613-238-8507 |  |  |  |  |
| I have the authority to sign and register the document on behalf of all parties to the document. |  |  |  |  |  |

## Submitted By

Tel 613-236-0111

## Fees/Taxes/Payment

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

## File Number

Transferor Client File Number :
23482-1151

4.

Explanation for nominal considerations:
o) Transfer of easement or right of way for no consideration.


THIS INDENTURE made in triplicate this $8^{\text {th }}$ 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 noncontinuous 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
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.
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.

## Schedule "A"

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



