

EASEMENT AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 11th day of June, 2025.

BETWEEN:

OTTAWA PUBLIC LIBRARY BOARD

(hereinafter called the "Transferor")

- and -

HYDRO OTTAWA LIMITED

(hereinafter called the "Transferee")

IN CONSIDERATION of the payment by the Transferor to the Transferee (the receipt whereof is hereby acknowledged) of the sum of ----- ONE DOLLAR ----- (\$1.00) dollar as a deposit, the Transferee hereby agrees to purchase an easement from the Transferor and the Transferor agrees to sell to the Transferee an easement over all and singular those lands and premises described as Part of Lot 35, Concession 4, Rideau Front, Geographic Township of Nepean, City of Ottawa, and shown as Part 1 on the draft reference plan on Schedule 'A' attached hereto, containing an area of 153.7 m² (1,654.4 ft²), subject to final survey, (hereinafter referred to as the "Easement Land") to enter on and construct, install, operate, maintain, repair, replace, relocate and remove all such of its lines of electricity and telecommunications as specifically identified on the attached Schedules 'A' and 'B', all on the following terms and conditions. Schedules 'A' and 'B' attached hereto shall form part of this Agreement.

1. The purchase price for the Easement Land shall be ---- **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS**, plus HST, which will be paid by the Transferee to the Transferor in cash or by certified cheque on the date of completion, subject to the usual adjustments.
2. This Agreement, if not approved by Ottawa City Council or its delegated authority, as the case may be, on or before **June 30, 2025** (the "Date of Approval") shall be null and void.
3. This transaction of purchase and sale shall be completed sixty (60) days after the Date of Approval, or sixty (60) days after the reference plan has been deposited, whichever is the later, or such other date as may be agreed in writing between the parties (hereinafter called the "Closing Date").
4. It is understood and agreed between Transferor and Transferee that this Agreement, shall be null and void if the Transferor does not acquire title to the Easement Land.
5. Unless otherwise provided herein, privileges set out in the Transfer of Easement shown on Schedule 'B' attached hereto, shall be given to the Transferee on the Closing Date, provided that the Transferee has paid the balance of the purchase price.
6. The Transferee is to be allowed fifteen (15) days from the Date of Approval of this Agreement to examine the title at its own expense, and if within that time any valid objection to the title is made in writing which the Transferor will be unwilling or unable to remove, remedy or satisfy, and which the Transferee will not waive, this Agreement shall be null and void, notwithstanding any intermediate acts or negotiations in respect of such objection, and the deposit shall be repaid to the Transferee without interest or deduction, and the Transferor shall not be liable for any costs or damages

resulting therefrom. Save as to any valid objection so made within such time, the Transferee shall be conclusively deemed to have accepted the Transferor's transfer of permanent easement rights.

7. The Transferee shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Transferor.
8. On the Closing Date, the Transferor will convey permanent easement rights in and upon the Easement Land to the Transferee by a good and sufficient deed thereof, free and clear of all encumbrances, save as aforesaid, and except as to any registered easements, rights-of-way, restrictions or covenants that run with the land, and subject to any easement requirements for hydro, gas, telephone or like services, provided that none of the foregoing registered encumbrances or easements required for hydro, gas, telephone or like services affect the Transferee's proposed use of the Easement Land.
9. The Transferee acknowledges that it will inspect the Easement Land, and that it agrees to purchase the said permanent easement relying entirely upon its own inspection, and it agrees that there are no representations, warranties, conditions, guarantees, promises, agreements, collateral agreements, or collateral contracts affecting the Easement Land or this document other than as expressed herein in writing, and that all verbal or previous written agreements, if any, are hereby cancelled and rendered null and void. The Transferee further agrees that it will accept the Transfer of Easement in and upon the Easement Land in its present condition
10. The Transferor and Transferee agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Easement Land by the Transferee is or will be lawful except as may be specifically stipulated hereunder.
11. The Transferor makes no representations or warranties whatsoever regarding the fitness of the Easement Land for any particular use, or regarding the presence or absence on the Easement Land, or any surrounding or neighbouring land, of, or the leakage or emission from or onto the Easement Land, any toxic, hazardous, dangerous, or potentially dangerous, substance or condition. The Transferor disclaims any responsibility for soil conditions, subsurface contents, contours and site conditions generally.
12. If the Transferee fails to comply with the material terms of this Agreement, the Transferor, at its option, may cancel the Agreement, or require specific performance of the terms herein, or avail itself of any other remedies that it may have either at law or in equity.
13. The reference plan describing the Easement Land is to be prepared by the Transferee, and the costs associated with the preparation of the plan shall be the responsibility of the Transferee, if any. The Transferee shall provide such reference plan to the Transferor for their written approval prior to deposit.
14. The Transferor shall prepare, at its cost, the Transfer of Easement. The Transferor hereby agrees that the Transferee may, at its option, register this Agreement or Notice thereof, and the Transfer of Easement on title to the lands, and the Transferor hereby agrees to execute, at no further cost to the Transferee, such other documents as may reasonably be required by the Transferee to effect registration of this Agreement or Notice thereof and the Transfer of Easement.
15. It is understood and agreed that during all times the Transferee and/or its contractor are occupying the Transferor's property for the purpose of constructing, reinstating, maintaining the works, the Transferee or its contractor shall provide evidence of insurance satisfactory to the Transferor's Insurance Administrator, and shall maintain commercial/general liability insurance acceptable to the Transferor and subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and

damage to property including loss of use thereof. The commercial/general liability insurance shall include insurance for:

- a. premises and operation liability
 - b. cross liability
 - c. owner and contractors protective liability
 - d. severability of interest clause
 - e. personal injury liability
16. If requested by the Transferor, a certificate of insurance will be provided by the Transferee in a form acceptable to the Transferor's Insurance Administrator, acting reasonably. Any insurance coverage taken out by the Transferor will in no manner restrict or limit the liabilities assumed by the Transferee under this agreement.
 17. The Transferor acknowledges that the Easement Land is to be used for the installation, use and maintenance of a Hydro Ottawa subsurface ducts, conductors, cables and anchors. The Transferee recognizes that the ducts, conductors, cables and anchors are within the Easement Land and hereby agrees to reinstate at its sole expense the Land and, if necessary, the surrounding lands to the condition prior to the construction or any disturbance, to the satisfaction of the Transferor.
 18. The Transferee hereby agrees to provide at its sole expense protection to the public during the period of construction.
 19. The Transferee hereby agrees to provide at its sole expense protection to the public when deemed reasonably necessary.
 20. The parties hereto covenant and agree that the Easement Land shall be subject to all by-laws, notices, orders, rules or regulations of all municipal, regional and other governmental authorities having jurisdiction which are of general application, provided the Transferee shall not be subject to any by-laws, notices, orders, rules or regulations from which it is exempted by virtue of any act, regulation, by-law, notice, orders or rule.
 21. Any notice required or agreed to be given under this Agreement shall be validly given if delivered personally or by facsimile or sent by registered mail, postage pre-paid, addressed to:

In the case of the Transferor:

Manager, Realty Initiative & Development Branch
City of Ottawa
110 Laurier Avenue West, 5th Floor
Ottawa, Ontario K1P 1J1

In the case of the Transferee:

Kevin Perez-Lau
Manager of Distribution Design
Hydro Ottawa Limited
2711 Hunt Club Road, PO Box 8700
Ottawa, Ontario K1G 3S4

or such other address as either party may indicate in writing to the other, and such notices will be deemed to have been received on the third business day next following the date of mailing thereof, or on the date of delivery if delivered personally or by facsimile, provided that in the event of any actual or anticipated disruption in mail service, any such notice shall be delivered personally or by facsimile.

22. Time shall in all respects be of the essence hereof.
23. Any tender of documents or money hereunder may be made upon the Transferor or Transferee, or upon the solicitors acting for the party on whom the tender is desired,

and it shall be sufficient that a cheque certified by a Schedule "1" chartered bank to the *Bank Act, S.C. 1991, c. 46* be tendered instead of cash.

24. This Agreement of Purchase and Sale shall be read with all changes of gender or number as required by the context.
25. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
26. Provided the solicitors for each the Transferor and the Transferee are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the date of acceptance of this Agreement, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.
27. The Transferee acknowledges and agrees that any and all HST payable with respect to the purchase of the easement shall be the sole responsibility of the Transferee, shall be in addition to the Purchase Price and shall be collected by the Transferor on Closing. In the event that the Transferee is a registrant under the *Excise Tax Act*, the Transferee hereby agrees to indemnify the Transferor with respect to payment of the HST, to provide the Transferor, prior to Closing, with its registration number and to execute and provide to the Transferor on Closing a declaration and indemnity in a form acceptable to the Transferor's solicitors, acting reasonably.
28. Acceptance of this offer, or any counter-offer, may be made by either party by e-mail or telefax or any similar system reproducing the original, with the necessary signatures and initials. Such acceptance shall be deemed to be made when the e-mail or telefax is received by the party, the party's agent or solicitor.

***(THIS SPACE INTENTIONALLY LEFT BLANK,
EXECUTION OF THIS DOCUMENT OCCURS ON THE NEXT PAGE)***

IN WITNESS WHEREOF the Transferor and the Transferee have hereunto set their hands and seals.

) **HYDRO OTTAWA LIMITED**

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Signed by:
Kevin Perez-Lau
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Kevin Perez-Lau
Manager of Distribution Design

I have authority to bind the corporation

) **OTTAWA PUBLIC LIBRARY BOARD**

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Sonia Bebbington

Sonia Bebbington
Chief Librarian and CEO

I have authority to bind the corporation

June 11, 2021
Date of Acceptance

SCHEDULE 'B'

Easement in Gross

BETWEEN

OTTAWA PUBLIC LIBRARY BOARD
hereinafter called the "OWNER"

- and -

HYDRO OTTAWA LIMITED
hereinafter called the "HYDRO OTTAWA"

WHEREAS the Owner is the registered owner of the land described in the schedule hereto annexed and marked "A", and which land is hereinafter referred to as the "Easement Land";

AND WHEREAS Hydro Ottawa requires the use of the Easement Land for the purpose of enabling it to construct, install, operate, maintain, repair, replace, relocate and remove continuous lines of electricity and telecommunications to the premises of its various customers, from time to time, on the Easement Land 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 shown below.

THEREFORE, in consideration of the sum of twenty-five thousand (\$25,000.00) 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, subject to the provisions contained herein and subject to all prior easements registered on title, the free, uninterrupted and unobstructed right and easement in perpetuity as follows:

1. (i) to enter on and construct, install, operate, maintain, repair, replace, relocate and remove all such of its lines of electricity and telecommunications as Hydro Ottawa may from time to time or at any time hereafter deem requisite upon, over, under, along and across the Easement Land 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 Land;

(ii) together with the right of free and unimpeded access to Hydro Ottawa, its 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 Land and over any parts of the lands of the Owner adjacent thereto from the highways or lands abutting thereon to and from the Easement Land.

2. To attach other wires, cables and accessories and permit the attachment of wires, cables and accessories of any other company or commission for the purpose only of supplying a telecommunications service to the various buildings and other required places on the Easement Land and nearby lands.

3. At the sole discretion of Hydro Ottawa, Hydro Ottawa may trim, fell and remove any trees, branches and brush on the Easement Land 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 alter grades, to plant trees, or to erect on the Easement Land any buildings, heavy structures or other obstructions of any nature whatever, in a location which would interfere with any poles, anchors, guy wires, brace poles, wires, cables (buried or aerial), conduits, chambers, markers, fixtures and

equipment and all appurtenances thereto which have been located in locations approved by the Owner, provided that the Owner shall have the right upon reasonable notice at any time given to Hydro Ottawa to require Hydro Ottawa to remove any poles, anchors, guy wires, brace poles, wires, cables (buried or aerial), conduits, chambers, markers, fixtures and equipment and all appurtenances thereto which interfere or are likely to interfere with the erection of any building by the Owner, provided that the Owner shall approve a reasonably suitable alternative location and shall pay the cost of such removal and of the relocation of such poles, anchors, guy wires, brace poles, wires, cables (buried or aerial), conduits, chambers, markers, fixtures and equipment and all appurtenances thereto. The Owner further covenants, promises and agrees not to excavate (including causing the disturbance of soil) on the lands where underground plant is located or within three (3) metres thereof (measured horizontally) without the prior written consent of Hydro Ottawa to ensure the safe operation of the wires, cables and other equipment, access thereto and maintenance thereof.

5. Subject to the specific conditions contained in this indenture, 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. Hydro Ottawa shall have the right to take up any sod, turf or paving or temporarily remove any fencing and any light structures for the purposes aforesaid, provided that it shall replace same as soon as possible.

6. The Owner shall be responsible for any injury or damage to any poles, anchors, guy wires, brace poles, wires, cables (buried or aerial), conduits, chambers, markers, fixtures and equipment and all appurtenances thereto in or on or over the Easement Land, if such injury or damage is caused by the actual fault of the Owner, or the agent of the Owner.

7. In the event that the whole or any part of the Easement Land 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 Land 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 Land.

8. Upon completion of construction and after any other disturbance of the Easement Land and adjoining lands by Hydro Ottawa, Hydro Ottawa agrees to reinstate at its sole expense the Easement Land and, if necessary, the adjoining lands, to the condition prior to any such construction or disturbance, to the satisfaction of the Owner, acting reasonably.

9. Hydro Ottawa hereby agrees to provide, at its sole expense, protection to the public when constructing and installing the wires, cables and other equipment that form part of its continuous lines of electricity and telecommunications.

10. The parties hereto covenant and agree that the Easement Land and the work done thereon by Hydro Ottawa shall be subject to all by-laws, notice, orders, rules or regulations of all municipal or other governmental authorities having jurisdiction of which are of general application provided that Hydro Ottawa shall not be subject to any bylaws, notices, orders, rules or regulations from which it is exempted by virtue of any act, regulation, by-law, notices, orders or rule.

11. Hydro Ottawa shall save harmless and indemnify the Owner from and against all manner of action, causes of action, claims, demands, loss, costs, suits, including legal costs of such suits that may arise, be sustained or prosecuted against the Owner arising from Hydro Ottawa's use of the Easement Land and the adjoining lands and including, but without restricting the generality of the foregoing, any claim for nuisance made against the Owner as owner of such lands for or by reason of the neglect or fault of Hydro Ottawa and persons for whom it is responsible in law in the exercise of the rights herein granted to Hydro Ottawa.

12. 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.