

**Properties**

PIN 04102 - 0315 LT Interest/Estate Easement  Add Easement  
Description SERVIENT LANDS:  
LOTS 1503, 1504, 1505, 1506 & 1507, PLAN 38; CITY OF OTTAWA  
Address OTTAWA

**Consideration**

Consideration \$1.00

**Transferor(s)**

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

Name TAMARACK (NORMAN) CORPORATION  
Address for Service 3187 Albion Road South  
Ottawa,  
Ontario  
K1V 8Y3

I, Scott D. Parkes, Vice-President, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

**Transferee(s)** Capacity Share

Name CITY OF OTTAWA  
Address for Service C/O Mgr Real Estate Services  
CREO Mail Code 01-86  
110 Laurier Avenue West  
Ottawa, ON  
K1P 1J1  
file: L0101-NORM (JM)

**Statements**

Schedule: See Schedules

**Signed By**

Xiao Lapointe 3187 Albion Rd. S acting for Signed 2018 07 04  
Ottawa Transferor(s)  
K1V 8Y3

Tel 613-526-7978  
Fax 613-526-7972

I have the authority to sign and register the document on behalf of the Transferor(s).

Steven Alexander Bannister 110 Laurier Av. W., 3rd floor acting for Signed 2018 07 04  
Ottawa Transferee(s)  
K1P 1J1

Tel 613-580-2400  
Fax 613-560-1383

I have the authority to sign and register the document on behalf of the Transferee(s).

**Submitted By**

CITY OF OTTAWA 110 Laurier Av. W., 3rd floor 2018 07 04  
Ottawa  
K1P 1J1

Tel 613-580-2400  
Fax 613-560-1383

**Fees/Taxes/Payment**

Statutory Registration Fee \$63.65  
Provincial Land Transfer Tax \$0.00  
Total Paid \$63.65

## SCHEDULE "A"

### EASEMENT IN GROSS

**THE TRANSFEROR** conveys and transfers to the **TRANSFEEE**, the City of Ottawa, its successors and assigns, the free, uninterrupted and unobstructed right and easement in, over, along, across, upon and above those lands described as Lots 1503, 1504, 1505, 1506 and 1507 on Plan 38, Ottawa, hereinafter called the "Easement Lands"), in perpetuity, to provide access to, in, over, along, across, and upon the Easement Lands for the unobstructed ingress and egress for the general public and other pedestrians, animals and required municipal vehicles at all times by day or by night, which shall be maintained by the Transferor.

Together with the right to the Transferee, its servants, agents, contractors and sub-contractors to enter on and to pass and repass at any and all times from the date of registration of this easement document, in, over, along, across, upon and above the lands of the Transferor with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to the exercise and enjoyment of the rights and easement hereby granted.

The aforementioned rights and easement are herein granted on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Transferor and the Transferee.

1. The Transferee, its officers, servants, agents, employees, contractors or subcontractors, invitees and licensees and the public-at-large shall be permitted to enter upon the Easement Lands at any time.
2. The Transferor shall be responsible for the maintenance of the Easement Lands during the Transferee's term of use. The Owner acknowledges and agrees that it will prohibit the use of the Property for other interim uses, except for a temporary sales centre and surface parking to service the said sales office, and will maintain the Property in accordance with the Property Standards By-law, being By-law No. 2013 - 416, as amended.
3. The Transferor shall ensure that the Easement Lands shall not be obstructed so as to preclude access over the lands, during repair and/or maintenance operations.
4. The Transferor shall comply with all applicable federal, provincial and municipal laws, by-laws and regulations and the Transferor shall erect suitable protective fencing and/or barricades and flashers when carrying out repairs on the Easement Lands.
5. Any improvements made to the Easement Lands, including but not limited to landscaping, all of which is subject to the prior written approval of the City, and shall at all times remain the property of the Transferor.
6. The Transferor shall not cover over or otherwise interfere with the Easement Lands and shall not excavate, drill, install, erect, build or permit to be excavated, drilled, installed, erected or built, in, over, along, across, upon and above the Easement Lands and any pit, well, building, structure, trees, hedges, or other obstruction of any nature, nor operate any vehicles, machinery and equipment, without the prior written consent of the Transferee, but otherwise the Transferor shall have the right fully to use and enjoy the lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee.
7. The Transferee shall not fell, cut, trim, log, damage, destroy or remove any trees or parts thereof, on or from the surrounding lands without the prior written consent of the Transferor, which consent will not be unreasonably withheld.

8. The Transferor shall save harmless and indemnify the Transferee 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 Transferor whatever and including, but without restricting the generality of the foregoing, any claim by a member of the public using the Easement Lands.
9. The Transferor shall maintain Commercial/General Liability Insurance on the Easement Lands subject to limits of not less than (\$5,000,000) Five Million Dollars, inclusive, per occurrence for bodily injury, death and damage to property, including the loss of use thereof. The Commercial General Liability Insurance shall include the Transferee as an additional named insured.
10. It is understood and agreed that the said lands may be used by other public utilities, municipal bodies or persons if granted an easement, licence or lease by the Transferor. The Transferor retains the right to grant easements, licences and leases on, over or under the said lands to any person, public utility or municipal body it desires, and under any terms and conditions it deems desirable, provided however, that no such grant shall interfere with the prior rights conferred on the Transferee by this transfer. Subject to the foregoing, the Transferee hereby consents to the granting by the Transferor of any such additional easement, licence or lease. Prior to the commencement or construction of any other works being the subject matter of any additional or further easements or licences within the said lands, the transferee of such further easements or licences will be required to obtain the written consent to enter or construct of the Transferee herein so as to ensure that no conflict will exist between the parties as regards the installation of work.
11. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the Easement Lands and this transfer, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the parties hereto respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine issued, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
12. The Transferor covenants with the Transferee that no other easement will be granted concerning the Easement Lands prior to the date of registration of this easement document.

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 04102 - 0315 SERVIENT LANDS:

LOTS 1503, 1504, 1505, 1506 &amp; 1507, PLAN 38; CITY OF OTTAWA

BY: TAMARACK (NORMAN) CORPORATION

TO: CITY OF OTTAWA

## 1. KRISTINA MAHON

I am

- (a) A person in trust for 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 in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for CITY OF OTTAWA described in paragraph(s) (c) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

## 3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration 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))	\$1.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$1.00

## 4.

Explanation for nominal considerations:

- o) Transfer of easement or right of way for no consideration.

## 5. The land is not subject to an encumbrance

## 6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- (a) This is not a conveyance of land that is located within the "specified region".
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

**PROPERTY Information Record**

A. Nature of Instrument: Transfer Easement  
LRO 4 Registration No. OC2009884 Date: 2018/07/04

B. Property(s): PIN 04102 - 0315 Address OTTAWA Assessment -  
Roll No

C. Address for Service: C/O Mgr Real Estate Services  
CREO Mail Code 01-86  
110 Laurier Avenue West  
Ottawa, ON  
K1P 1J1  
file: L0101-NORM (JM)

D. (i) Last Conveyance(s): PIN 04102 - 0315 Registration No. OC1390860  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Steven Alexander Bannister  
110 Laurier Av. W., 3rd floor  
Ottawa K1P 1J1