

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

**Properties**

PIN 14543 - 0167 LT Interest/Estate Easement  Add Easement

Description SERVIENT LANDS:  
 PART OF LOT 10, CONCESSION 8 CUMBERLAND  
 DESIGNATED AS PARTS 1 AND 2  
 ON PLAN 4R-26491  
 CITY OF OTTAWA

DOMINANT LANDS:  
 PIN 14543-0166 - PART OF LOTS 9 AND 10, CONCESSION 8 CUMBERLAND  
 DESIGNATED AS PART 1, PLAN 4R10890 AND PART 1, PLAN 50R3288 , SAVE AND  
 EXCEPT PARTS 2 & 3, PLAN 4R10890 AND PARTS 9 & 10, PLAN 4R10156  
 CITY OF OTTAWA

Address OTTAWA

**Consideration**

Consideration \$ 12,973.03

**Transferor(s)**

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

Name BERTOM FARMS INC.  
 Address for Service 2215 Giroux Road  
 Sarsfield, Ontario  
 K0A 3E0

I, Theo Van Munsteren, Director, have the authority to bind the corporation.

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

**Transferee(s)**

Capacity

Share

Name 743120 ONTARIO INC.  
 Address for Service 3406 Frank Kenny Road  
 P.O. Box 70  
 Navan, ON K4B 1J3

**Statements**

The City of Ottawa Committee of Adjustment (File No. D08-01-12/B-00256) has consented to the severance herein. See Schedules

Schedule: See Schedules

**Signed By**

James Duncan Campbell	165 Bay Street, Suite 1 Embrun K0A 1W1	acting for Transferor(s)	Signed	2012 11 15
Tel 6134435683				
Fax 6134433285				

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

Charles Albert Edwin Honeywell	900-427 Laurier Ave. West Ottawa K1R 7Y2	acting for Transferee(s)	Signed	2012 11 20
Tel 613-236-0111				
Fax 6132388507				

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

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

yyyy mm dd Page 2 of 2

**Submitted By**

SOLOWAY, WRIGHT (2)

900-427 Laurier Ave. West  
Ottawa  
K1R 7Y2

2012 11 20

Tel 613-236-0111

Fax 6132388507

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Provincial Land Transfer Tax \$64.87

Total Paid \$124.87

**File Number**

Transferor Client File Number : 019436

Transferee Client File Number : 27726-1002 - DRAINAGE EASEMENT

## GRANT OF EASEMENT

### RECITALS:

1. Bertom Farms Inc. (the "Transferor") is the owner in fee simple of certain lands legally described as PT LT 9 CON 8 CUMBERLAND; PT LT 10 CON 8 CUMBERLAND PT 2, 50R3288 EXCEPT PT 1, 4R10890 AND PT 8, 4R10156; PT LT 10 CON 8 CUMBERLAND PTS 2 & 3, 4R 10890; CUMBERLAND (PIN 14543-0167) (hereinafter referred to as the "Bertom Lands") and has agreed to grant to the Transferee, an easement over a portion of the Bertom Lands for the purposes of Works (as hereafter defined).
2. 743120 Ontario Inc. (the "Transferee") is the owner in fee simple of certain lands legally described as Part Lots 9 and 10 Concession 8, City of Ottawa, formerly Township of Cumberland more particularly described as Part 1, 4R10890: Part 1, 50R3288, Except Parts 2 and 3, 4R-10890 and Parts 9 and 10, 4R-10156 (hereinafter referred to as the "Dominant Tenement").
3. The Transferee has offered to purchase for consideration a non-exclusive right, interest and easement to enter and lay down, construct, repair, replace, operate, maintain, open, inspect and remove, underground pipes for the purposes of storm sewer lines together with all appurtenances or accessories thereto (hereinafter referred to as the "Works") and to permit for the purposes of providing storm water management to the Dominant Tenement together with the right of free and unimpeded access to the Transferee 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 Servient Tenement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of TWELVE THOUSAND NINE HUNDRED AND SEVENTY THREE DOLLARS AND THREE CENTS (\$12,973.03) paid to the Transferor (the "Purchase Price") and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged by each of the parties, the parties agree as follows:

1. (a) The Transferor hereby grants and conveys to the Transferee, its successors and assigns a non-exclusive permanent right, interest and easement, in perpetuity (the "Rights"), upon, under, along, over and across a portion of the Bertom Lands more particularly described as Parts 1 and 2, Plan 4R-26491 (the "Servient Tenement") for the purposes of entering and laying down, constructing, repairing, replacing, operating, maintaining, opening inspecting and removing the Works and subject to the terms and conditions set out in this Grant of Easement.
- (b) The Transferee shall construct, maintain and repair the Works in such a manner so that access to the Transferor's ongoing farm operations on the Bertom Lands is not affected.

- (c) The Transferee covenants and agrees that after the performance of any work in the exercise of the Rights herein, the Transferee shall restore the lands as far as practicable, to its former condition.
2. The Purchase Price plus Harmonized Sales Tax, if applicable, shall be paid to the Transferor by the Transferee upon the registration of this Grant of Easement.
  3. The Transferor shall not do or suffer to be done anything which might cause injury, loss, or damage to the Works.
  4. The Transferor shall provide the Transferee with free and unimpeded access at all times, over the Servient Tenement, to the Works as is reasonably required, for the Transferee, its respective officers, employees, agents, servants, contractors, subcontractors, workmen and permittees with or without all plant machinery, material, supplies, vehicles and equipment for all purposes necessary or convenient to the exercise and enjoyment of the Rights granted under this Grant of Easement.
  5. All persons and property of the Transferee at any time on the Servient Tenement shall be at the sole risk of the Transferee, and the Transferor shall not be liable for any loss, damage, or injury, including loss of life, to them or it however occurring and the Transferee releases the Transferor from all claims and demands in respect of any such loss, damage or injury.
  6. The Transferee shall be liable for physical and tangible damage done to the Servient Tenement and the remainder of the Bertom Lands by reason of the exercise of the Transferee of any or all of the rights and obligations set out herein. The Transferee further agrees that it shall repair any damage to the Servient Lands and the remainder of the Bertom Lands caused by storm water flow arising from the Dominant Tenement.
  7. Except for fences the Transferee shall be entitled to clear the Servient Tenement and keep it clear of all obstructions of any nature which may be likely to become a hazard to any Works of the Transferee or to any person or property or which do or may in any way interfere with the safe, efficient or serviceable operation of the Works or this Grant of Easement by the Transferee.
  8. The Transferor shall not interfere with any Works established on or in the Servient Tenement.
  9. Notwithstanding any rule of law or equity, the Works installed by the Transferee shall at all times remain the property of the Transferee, notwithstanding that such Works are or may become annexed or affixed to the Servient Tenement and shall at anytime and from time to time be removable in whole or in part by Transferee.
  10. The Rights granted herein shall be subject to all leases, licences, or any rights of use or

occupation existing at the date of this Grant of Easement, and the Transferor may from time to time renew or extend them or make new ones, so long as they do not interfere unreasonably with the rights herein granted.

11. The rights, privileges and easement hereby granted are and shall be of the same force and effect as a covenant running with the lands and this easement, including all covenants and conditions contained herein, shall extend to, be binding upon and enure to the benefit of the Transferor and the Transferee and their respective heirs, executors, administrators, successors and assigns.
12. No right, title or interest in or to the Servient Tenement or any part or parts of it or any adjoining lands of the Transferor is being conveyed to the Transferee except as expressly set out in and subject to all the terms and conditions of this Grant of Easement.
13. This Grant of Easement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

**IN WITNESS WHEREOF** the parties hereto have executed this Grant of Easement.

**743120 ONTARIO INC.**

Per: 

Name: Gordon Both

Position: DIRECTOR

Per: 

Name: Kathleen BOTH

Position:

We/I have authority to bind the Corporation.

**BERTOM FARMS INC.**

Per: 

Name: THEO VAN MUNSTEREN

Position: DIRECTOR

Per: \_\_\_\_\_

Name:

Position:

We/I have authority to bind the Corporation



File No: D08-01-12/B-00256  
Transferor – Bertom Farms Inc.  
Transferee – 743120 Ontario Inc.  
Municipal Address: 3480 Frank Kenny Road

Form 2

*Planning Act*

**CERTIFICATE OF OFFICIAL**

Under subsection 51(24) of the *Planning Act*, I certify that the consent of the **Committee of Adjustment of the City of Ottawa** was given on the:

24<sup>th</sup> day of July, 2012, to a Grant of Easement  
for the following land:

SERVIENT LANDS:

PART OF LOT 10, CONCESSION 8 CUMBERLAND  
DESIGNATED AS PARTS 1 AND 2  
ON PLAN 4R-26491  
CITY OF OTTAWA

DOMINANT LANDS:

PIN 14543-0166 - PART OF LOTS 9 AND 10, CONCESSION 8  
CUMBERLAND DESIGNATED AS PART 1, PLAN 4R10890 AND PART  
1, PLAN 50R3288 , SAVE AND EXCEPT PARTS 2 & 3, PLAN 4R10890  
AND PARTS 9 & 10, PLAN 4R10156  
CITY OF OTTAWA

A handwritten signature in black ink, appearing to read 'H MacLean', written over a horizontal dotted line.

Heather MacLean  
Secretary-Treasurer  
Committee of Adjustment

Dated this 14<sup>th</sup> day of November, 2012

# LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 14543 - 0167 SERVIENT LANDS:

PART OF LOT 10, CONCESSION 8 CUMBERLAND  
DESIGNATED AS PARTS 1 AND 2  
ON PLAN 4R-26491  
CITY OF OTTAWA

DOMINANT LANDS:

PIN 14543-0166 - PART OF LOTS 9 AND 10, CONCESSION 8 CUMBERLAND  
DESIGNATED AS PART 1, PLAN 4R10890 AND PART 1, PLAN 50R3288 , SAVE  
AND EXCEPT PARTS 2 & 3, PLAN 4R10890 AND PARTS 9 & 10, PLAN 4R10156  
CITY OF OTTAWA

BY: BERTOM FARMS INC.

TO: 743120 ONTARIO INC.

%(all PINs)

1. GORDON BOTH, DIRECTOR AND KATHLEEN BOTH, A.S.O.

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 743120 ONTARIO INC. 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 deposited to.

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

(a) Monies paid or to be paid in cash	12,973.03
(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))	12,973.03
(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	12,973.03

## PROPERTY Information Record

A. Nature of Instrument: Transfer Easement  
LRO 4 Registration No. OC1430569 Date: 2012/11/20

B. Property(s): PIN 14543 - 0167 Address OTTAWA Assessment Roll No -

C. Address for Service: 3406 Frank Kenny Road  
P.O. Box 70  
Navan, ON K4B 1J3

D. (i) Last Conveyance(s): PIN 14543 - 0167 Registration No. N718565  
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Charles Albert Edwin Honeywell  
900-427 Laurier Ave. West  
Ottawa K1R 7Y2