

Properties

PIN 04056 – 0297 LT *Interest/Estate* Easement Add Easement

Description SERVICENT LANDS: PART OF LOT 5, CONCESSION 2, RIDEAU FRONT (GLOUCESTER) PARTS 2, 3, 4, 5, 6 AND 7 ON PLAN 4R-21548; OTTAWA

DOMINANT LANDS:

FIRSTLY: PIN 04056-0271 (LT), PART LOTS 4 AND 5, CONCESSION 2 RIDEAU FRONT, PART 4 TO 8, 5R-13582, EXCEPT PARTS 2 TO 10, 5R-13673; OTTAWA/GLOUCESTER

SECONDLY: PIN 04056-0304 (LT), PART OF LOT 5, CONCESSION 2, RIDEAU FRONT, PARTS 1, 2 AND 3 ON PLAN 5R-13582; SAVE AND EXCEPT PART 2 ON 4R-14569; OTTAWA.

THIRDLY: PIN 04056-0284 (LT), PART RIVERSIDE DRIVE BEING A FORCED ROAD CLOSED BY BY-LAW N555718; BEING PART LOT 5, CONCESSION 2 RIDEAU FRONT, PART 4 TO 13, 5R-12390; OTTAWA/GLOUCESTER.

FOURTHLY: PIN 04056-0276 (LT), PART LOT 5, CONCESSION 2 RIDEAU FRONT, PART 2 AND 3, 5R-13673; OTTAWA/GLOUCESTER.

FIFTHLY: PIN 04056-0277 (LT), PART LOT 5, CONCESSION 2 RIDEAU FRONT, PART 1, 5R-8445; OTTAWA/GLOUCESTER.

SIXTHLY: PIN 04056-0278 (LT), PART LOT 5, CONCESSION 2 RIDEAU FRONT, PART 2, 5R-8445; OTTAWA/GLOUCESTER.

SEVENTHLY: PIN 04056-0302 (LT), PART OF BOWESVILLE ROAD, CLOSED BY BY-LAW LT1075798 BEING PART OF LOTS 4 AND 5, CONCESSION 2, RIDEAU FRONT SHOWN AS PART 1 AND 2 ON PLAN 5R-12249 AND PART 1 ON PLAN 4R-11061; SAVE AND EXCEPT PART 1 ON 4R-14569; OTTAWA.

Address OTTAWA

PIN 04053 – 0578 LT *Interest/Estate* Easement Add Easement

Description SERVICENT LANDS: PART OF LOT 5 CONCESSION 2 RIDEAU FRONT (GLOUCESTER) PARTS 1 AND 8 ON PLAN 4R-21548; OTTAWA

DOMINANT LANDS:

FIRSTLY: PIN 04056-0271 (LT), PART LOTS 4 AND 5, CONCESSION 2 RIDEAU FRONT, PART 4 TO 8, 5R-13582, EXCEPT PARTS 2 TO 10, 5R-13673; OTTAWA/GLOUCESTER

SECONDLY: PIN 04056-0304 (LT), PART OF LOT 5, CONCESSION 2, RIDEAU FRONT, PARTS 1, 2 AND 3 ON PLAN 5R-13582; SAVE AND EXCEPT PART 2 ON 4R-14569; OTTAWA.

THIRDLY: PIN 04056-0284 (LT), PART RIVERSIDE DRIVE BEING A FORCED ROAD CLOSED BY BY-LAW N555718; BEING PART LOT 5, CONCESSION 2 RIDEAU FRONT, PART 4 TO 13, 5R-12390; OTTAWA/GLOUCESTER.

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FIFTHLY: PIN 04056-0277 (LT), PART LOT 5, CONCESSION 2 RIDEAU FRONT, PART 1, 5R-8445; OTTAWA/GLOUCESTER.

SIXTHLY: PIN 04056-0278 (LT), PART LOT 5, CONCESSION 2 RIDEAU FRONT, PART 2, 5R-8445; OTTAWA/GLOUCESTER.

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Address OTTAWA

Consideration

Consideration \$2.00

Transferor(s)

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

Name ST.MARY'S LANDS CORPORATION

Transferor(s)

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

Address for Service 225 Metcalfe Street, Suite 708
Ottawa, Ontario
K2P 1P9

I, Paul S. Taggart (President), have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name ST. MARY'S LANDS CORPORATION
Address for Service 225 Metcalfe Street, Suite 708
Ottawa, Ontario
K2P 1P9

I, Paul S. Taggart (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 OTTAWA HUNT AND GOLF CLUB, LIMITED
Address for Service 1 Hunt Club Road
Ottawa, Ontario
K1V 1B9

Statements

The City of Ottawa Committee of Adjustments has consented to this severance herein: See Schedules.

Schedule: See Schedules.

Signed By

Diane Mary Hendley	160 Elgin Street, Suite 2600 Ottawa K1P 1C3	acting for Transferor(s)	Signed	2007 02 16
Tel	6132331781			
Fax	6135639869			
Sybil Joyce Johnson-Abbott	100 Queen Street Suite 1100 Ottawa K1P 1J9	acting for Transferee(s)	Signed	2007 02 16
Tel	6132375160			
Fax	6132308842			

Submitted By

BORDEN LADNER GERVAIS LLP	100 Queen Street Suite 1100 Ottawa K1P 1J9			2007 02 16
Tel	6132375160			
Fax	6132308842			

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$60.00
<i>Land Transfer Tax</i>	\$0.00
<i>Total Paid</i>	\$60.00

File Number

Transferee Client File Number : 316917-12

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 04056 – 0297 SERVIENT LANDS: PART OF LOT 5, CONCESSION 2, RIDEAU FRONT (GLOUCESTER) PARTS 2, 3, 4, 5, 6 AND 7 ON PLAN 4R-21548; OTTAWA

DOMINANT LANDS:

FIRSTLY: PIN 04056-0271 (LT), PART LOTS 4 AND 5, CONCESSION 2 RIDEAU FRONT, PART 4 TO 8, 5R-13582, EXCEPT PARTS 2 TO 10, 5R-13673; OTTAWA/GLOUCESTER

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04053 – 0578 SERVIENT LANDS: PART OF LOT 5 CONCESSION 2 RIDEAU FRONT (GLOUCESTER) PARTS 1 AND 8 ON PLAN 4R-21548; OTTAWA

DOMINANT LANDS:

FIRSTLY: PIN 04056-0271 (LT), PART LOTS 4 AND 5, CONCESSION 2 RIDEAU FRONT, PART 4 TO 8, 5R-13582, EXCEPT PARTS 2 TO 10, 5R-13673; OTTAWA/GLOUCESTER

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BY: ST.MARY'S LANDS CORPORATION
ST. MARY'S LANDS CORPORATION

TO: OTTAWA HUNT AND GOLF CLUB, LIMITED

1. WILLIAM JOHNSON

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 OTTAWA HUNT AND GOLF CLUB, LIMITED 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.

LAND TRANSFER TAX STATEMENTS

(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	2.00
(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))	2.00
(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	2.00

4.

Explanation for nominal considerations:

s) other: New easement to replace old easement that was released.

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 4 Registration No. OC689199 Date: 2007/02/16

B. Property(s): PIN 04056 – 0297 Address OTTAWA Assessment –
Roll No
PIN 04053 – 0578 Address OTTAWA Assessment –
Roll No

C. Address for Service: 1 Hunt Club Road
Ottawa, Ontario
K1V 1B9

D. (i) Last Conveyance(s): PIN 04056 – 0297 Registration No. OC114124
PIN 04053 – 0578 Registration No. LT1085526

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Sybil Joyce Johnson–Abbott
100 Queen Street Suite 1100
Ottawa K1P 1J9



File No: D08-01-06/B-00319
Transferor: St. Mary's Lands Corporation
Transferee: Ottawa Hunt and Golf Club, Limited
Property Address: 3860 Riverside Drive

Form 2

Planning Act

CERTIFICATE OF OFFICIAL

Under subsection 53(42) of the *Planning Act*, I certify that the consent of the **Committee of Adjustment of the City of Ottawa** was given on the:

6th day of October, 2006, to an **Easement/Right-of-Way**
for the following land:

PIN 04056-0297 (LT)

SERVIENT LANDS: PART OF LOT 5, CONCESSION 2, RIDEAU FRONT (GLOUCESTER) PARTS 2, 3, 4, 5, 6 AND 7 ON PLAN 4R-21548; OTTAWA

DOMINANT LANDS:

FIRSTLY: PIN 04056-0271 (LT), PART LOTS 4 AND 5, CONCESSION 2 RIDEAU FRONT, PART 4 TO 8, 5R-13582, EXCEPT PARTS 2 TO 10, 5R-13673; OTTAWA/GLOUCESTER

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PIN 04053-0578 (LT)

SERVIENT LANDS: PART OF LOT 5 CONCESSION 2 RIDEAU FRONT (GLOUCESTER), PARTS 1 AND 8 ON PLAN 4R-21548; OTTAWA

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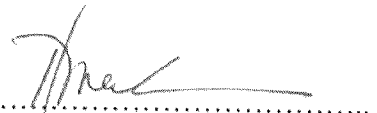
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Secretary-Treasurer
Committee of Adjustment

Dated this 15th day of February, 2007

EASEMENT

THIS EASEMENT made this 8th day of February, 2007.

BETWEEN:

St. Mary's Lands Corporation

hereinafter called "St. Mary's"

OF THE FIRST PART;

- and -

Ottawa Hunt and Golf Club, Limited

hereinafter called "Ottawa Hunt"

OF THE SECOND PART;

WITNESSETH THAT:

WHEREAS St. Mary's owns the land described in the schedule hereto annexed and marked "A" and which lands are hereinafter referred to as the "St. Mary's Lands";

AND WHEREAS Ottawa Hunt owns the land described in the schedule hereto annexed and marked "B" and which lands are hereinafter referred to as the "Ottawa Hunt Lands";

AND WHEREAS Ottawa Hunt requires an easement over a portion of the St. Mary's Lands described in the schedule hereto annexed and marked "C" and which are hereinafter referred to as the "Easement Lands" for the purpose of enabling Ottawa Hunt to construct, operate, maintain, inspect, alter, remove, replace, reconstruct and repair a water pipe line, an electric supply line and a water pumping station and intake water line for the benefit of the Ottawa Hunt Lands;

AND WHEREAS Ottawa Hunt has arranged with St. Mary's to grant to Ottawa Hunt the right and easement hereinafter set out for the price or sum of Two Dollars (\$2.00);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

ARTICLE 1.0 - RELEASE OF EASEMENT

- 1.1 Ottawa Hunt does release unto St. Mary's all of the right, licence, liberty, privilege and easement granted to it by the agreement dated June 8, 1979, wherein the grantor was Dominion Building Materials Limited and the grantee was Ottawa Hunt and Golf Club, Limited, which agreement was registered in the Land Registry Office for the Registry Division of Ottawa-Carleton (No. 5) as Instrument No. NS70986 and which includes a release of a predecessor agreement dated June 17, 1960 registered as Instrument No. OT40355. Ottawa Hunt shall execute and register a formal

Transfer, Release and Abandonment of Instrument No. NS70986 and Instrument No. OT40355, along with the consents of mortgagees, if required, prior to the registration of this Easement. Ottawa Hunt shall take all steps required to have Instrument No. NS70986 and Instrument No. OT40355 deleted from the parcel registers for both dominant and servient lands in the Land Registry Office prior to the registration of this Easement.

ARTICLE 2.0 - GRANT OF EASEMENT

- 2.1** St. Mary's transfers, conveys and grants to Ottawa Hunt, its successors and assigns an easement in perpetuity to enter on the Easement Lands and to construct, operate, maintain, inspect, alter, remove, replace, reconstruct and repair a water pipe line, an electric supply line and a water pumping station and intake water line on, over, under and through the Easement Lands, including without limitation all necessary pipes, conduits, connections, markers, fixtures and equipment and all appurtenances thereto as Ottawa Hunt may from time to time or at any time hereafter deem requisite (collectively called the "Facilities") together with the right of free and unimpeded access to Ottawa Hunt, its workers, servants, agents, employees, contractors, subcontractors, with vehicles, machinery, supplies and equipment to enter upon, and to pass over, under, along and across the Easement Lands 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.
- 2.2** St. Mary's further transfers, conveys and grants to Ottawa Hunt, its successors and assigns, its workers, servants, agents, employees, contractors and subcontractors, with vehicles, machinery, supplies and equipment the right of ingress and egress over the St. Mary's Lands for all purposes necessary for or incidental to the exercise and enjoyment of the rights and privileges granted in paragraph 2.1 hereof, provided that St. Mary's may, by written notice to Ottawa Hunt, restrict the right of ingress and egress to designated areas of the St. Mary's Lands provided always that any such restriction shall continue to provide to Ottawa Hunt reasonable rights of ingress and egress to the Easement Lands and provided always that Ottawa Hunt shall have the right of ingress and egress via a road suitable for light and heavy vehicular access, the cost of which is to be borne by Ottawa Hunt.
- 2.3** St. Mary's covenants, promises and agrees not to interfere with the Facilities located on the Easement Lands and shall not prevent Ottawa Hunt's access to the Easement Lands, in such a way as to limit the rights hereby granted to Ottawa Hunt. In all other respects, St. Mary's shall have the right to fully use and enjoy the Easement Lands, subject always to the rights and easement hereby granted to Ottawa Hunt.
- 2.4** Ottawa Hunt shall be responsible for any damage caused by Ottawa Hunt, its workers, servants, agents, contractors or employees to the St. Mary's Lands, which includes the Easement Lands. St. Mary's shall be responsible for any damage caused by St. Mary's, its workers, servants, agents, contractors or employees to the Facilities.
- 2.5** Upon completion of the construction of the Facilities on the Easement Lands, Ottawa Hunt shall at its expense restore the Easement Lands to the reasonable satisfaction of St. Mary's.

- 2.6 Notwithstanding any rule of law or equity, the Facilities installed on, brought onto, laid on or buried in or under the Easement Lands by Ottawa Hunt shall at all times remain the property of Ottawa Hunt notwithstanding that the same may be annexed or affixed to the freehold of St. Mary's Lands.
- 2.7 St. Mary's covenants with Ottawa Hunt that no other easement, save and except for the easement which was registered as Instrument No. OT39058 on January 29, 1960, will be granted over the Easement Lands prior or subsequent to the date of registration of this Easement without the prior written consent of Ottawa Hunt.
- 2.8 The rights and easements hereby granted are and shall be of the same force and effect for all intents and purposes as a covenant running with the Easement Lands and this grant of easement including all covenants herein contained, shall extend to, be binding upon and enure to the benefit of the successors in title and assigns of Ottawa Hunt and St. Mary's.

ARTICLE 3.0 - NOTICES

- 3.1 Any notice required or permitted to be given to St. Mary's or Ottawa Hunt hereunder shall be in writing and shall be effective only if personally delivered to the other party as follows:

To St. Mary's 225 Metcalfe Street, Suite 708
 Ottawa, Ontario
 K2P 1P9

Attention: Paul S. Taggart

To Ottawa Hunt: Ottawa Hunt and Golf Club, Limited
 1 Hunt Club Road
 Ottawa, Ontario
 K1V 1B9

Attention: President

ARTICLE 4.0 - INSURANCE AND INDEMNITY

- 4.1 Ottawa Hunt and its successors and assigns, shall save harmless and indemnify St. Mary's, and its successors and assigns, from and against any and all manner of actions, causes of actions, claims, demands, losses, costs or suits that may arise, be sustained, or be prosecuted against St. Mary's, as owner, resulting from or for or by reason of the negligent use of St. Mary's Lands, which includes the Easement Lands, by Ottawa Hunt or any of its employees, workers, agents, contractors or assigns.
- 4.2 St. Mary's and its successors and assigns, shall save harmless and indemnify Ottawa Hunt, and its successors and assigns, from and against any and all manner of actions, causes of actions, claims, demands, losses, costs or suits that may arise, be sustained, or be prosecuted against Ottawa Hunt, and/or its successors and assigns resulting from or for or by reason of the negligent use of the Easement Lands by St. Mary's or any of its employees, workers, agents, contractors or assigns.

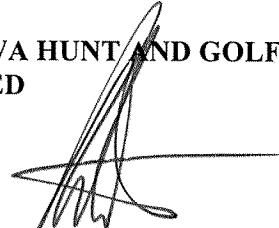
- 4.3 St. Mary's and Ottawa Hunt shall each maintain its own insurance with respect to each of its interests in the Easement Lands.


ARTICLE 5.0 - GENERAL

- 5.1 This Easement is subject to the express condition that this Easement is effective only if the subdivision control provisions of the *Planning Act* (Ontario), as amended from time to time, have been complied with. Ottawa Hunt hereby covenants to proceed diligently, at its expense, to obtain the necessary compliance. St. Mary's agrees to fully cooperate with respect to Ottawa Hunt's application for consent for compliance relating to this Easement.
- 5.2 The parties agree that the reproduction of signatures by way of telecopying device will be treated as though such reproductions were executed originals and each party undertakes to provide the other with a copy of the Easement bearing original signatures within a reasonable time after execution. This Easement may be executed in counterparts and upon an exchange of such executed documents, this Easement shall be effective in the same manner and to the same extent as if this Easement were executed by the parties on one document.
- 5.3 This Easement has been made in the Province of Ontario and for all purposes shall be construed in accordance with and governed by the laws of the said Province as an agreement made and entered into therein and to be wholly performed therein.
- 5.4 This Easement and any obligations arising hereunder shall enure to the benefit of the parties hereto and their respective successors and assigns, and if assigned to an individual or individuals, then their respective heirs, executors, administrators and assigns.
- 5.5 In the event that the whole or any part of the Easement Lands is subject to a prior Charge/Mortgage of Land, St. Mary's shall at its expense 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 Ottawa Hunt granted hereunder to the extent that this Easement 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 Chargee or Mortgagee its interest in the Easement Lands.
- 5.6 Each party agrees to make such further assurances as may be reasonably required from time to time by the other to more fully implement the true intent of this Easement.

IN WITNESS WHEREOF Ottawa Hunt and St. Mary's have executed this Easement on the date first written above


**OTTAWA HUNT AND GOLF CLUB,
LIMITED**

Per: 
Name: TED RUTTER
Title: PRESIDENT

Per: 
Name: THEO MAYER
Title: GM/COO

We have authority to bind the Corporation.

ST. MARY'S LANDS CORPORATION

Per: 
Name: Paul S. Taggart
Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

ST. MARY'S LANDS

Firstly: PIN 04056-0299 (LT)

Part of Lot 5, Concession 2, Rideau Front (Gloucester) being Parts 11, 12 and 13 on Plan 4R-17317; Ottawa.

Secondly: PIN 04056-0297 (LT)

Part of Lot 5, Concession 2, Rideau Front (Gloucester) being Parts 4, 5, 6, 7, 8, 9 and 10 on Plan 4R-17317; Ottawa.

Thirdly: PIN 04053-0578 (LT)

Part of Lot 5, Concession 2, Rideau Front (Gloucester) being Parts 1, 2, 3 and 4 on 4R-7577 save and except Parts 1, 2 and 3 on 4R-17317; Ottawa.

Fourthly: PIN 04053-0575 (LT)

Part of Lot 5, Concession 2, Rideau Front (Gloucester) being Parts 14, 15 and 16 on Plan 4R-17317; Ottawa.

SCHEDULE "B"**OTTAWA HUNT LANDS**

Firstly: PIN 04056-0271 (LT)

Part Lots 4 and 5, Concession 2 Rideau Front, Part 4 to 8, 5R-13582, except Parts 2 to 10, 5R-13673; Ottawa/Gloucester

Secondly: PIN 04056-0304 (LT)

Part of Lot 5, Concession 2, Rideau Front, Parts 1, 2 and 3 on Plan 5R-13582; save and except Part 2 on 4R-14569; Ottawa.

Thirdly: PIN 04056-0284 (LT)

Part Riverside Drive being a forced road closed by by-law N555718; being Part Lot 5, Concession 2 Rideau Front, Part 4 to 13, 5R-12390; Ottawa/Gloucester.

Fourthly: PIN 04056-0276 (LT)

Part Lot 5, Concession 2 Rideau Front, Part 2 and 3, 5R-13673; Ottawa/Gloucester.

Fifthly: PIN 04056-0277 (LT)

Part Lot 5, Concession 2 Rideau Front, Part 1, 5R-8445; Ottawa/Gloucester.

Sixthly: PIN 04056-0278 (LT)

Part Lot 5, Concession 2 Rideau Front, Part 2, 5R-8445; Ottawa/Gloucester.

Seventhly: PIN 04056-0302 (LT)

Part of Bowesville Road, Closed by By-Law LT1075798 being Part of Lots 4 and 5, Concession 2, Rideau Front shown as Part 1 and 2 on Plan 5R-12249 and Part 1 on Plan 4R-11061; save and except Part 1 on 4R-14569; Ottawa.

SCHEDULE "C"

EASEMENT LANDS

Part of Lot 5, Concession 2, Rideau Front, Geographic Township of Gloucester, designated as Parts 1, 2, 3, 4, 5, 6, 7 and 8 on Plan 4R-21548, Ottawa.