

Properties

PIN	04592 - 0124	LT	Interest/Estate	Easement	<input checked="" type="checkbox"/> Add Easement
Description	SERVIENT LANDS: PART OF THE WEST 1/2 OF LOT 3, CONCESSION 4, RIDEAU FRONT, NEPEAN, BEING PART 2 ON PLAN 4R-36965; OTTAWA				
	DOMINANT LANDS: SE 1/4 LOT 3 CONCESSION 4 RIDEAU FRONT AS IN CR649554, SUBJECT TO CR382364 NEPEAN, BEING PIN 04592-0024 (LT)				
Address	4221 MOODIE DRIVE OTTAWA				
PIN	04592 - 0024	LT	*** For Easement Purposes Only ***		

Consideration

Consideration	\$1,980,000.00
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Transferor(s)

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

Name	PARKYARDS INC.
Address for Service	720 Belfast Road Ottawa, Ontario K1G 0Z5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
Name	TRAILROAD BESS INC.	
Address for Service	41 Victoria Street Gatineau, Quebec J8X 2A1	

Statements

Schedule: See Schedules

Signed By

Nicholas Aaron Gabriel Habets	725 Churchill Avenue North Ottawa K1Z 5G7	acting for Transferor(s)	Signed	2025 09 12
Tel	613-422-1900			
Email	Nicholas.habets@skslaw.ca			
I have the authority to sign and register the document on behalf of the Transferor(s).				
Amanda Morgan Bedford	160 Elgin Street, Suite 2600 Ottawa K1P 1C3	acting for Transferee(s)	Signed	2025 09 12
Tel	613-233-1781			
Email	mandy.bedford@gowlingwlg.com			
I have the authority to sign and register the document on behalf of the Transferee(s).				

Submitted By

Gowling WLG (Canada) LLP	160 Elgin Street, Suite 2600 Ottawa K1P 1C3	2025 09 12
Tel	613-233-1781	
Email	mandy.bedford@gowlingwlg.com	

Fees/Taxes/Payment

Statutory Registration Fee	\$70.90
Provincial Land Transfer Tax	\$36,075.00
Total Paid	\$36,145.90

**File Number**

Transferee Client File Number :

02450433

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of:   04592 - 0124   SERVIENT LANDS: PART OF THE WEST 1/2 OF LOT 3, CONCESSION 4, RIDEAU FRONT, NEPEAN, BEING PART 2 ON PLAN 4R-36965; OTTAWA

DOMINANT LANDS: SE 1/4 LOT 3 CONCESSION 4 RIDEAU FRONT AS IN CR649554, SUBJECT TO CR382364 NEPEAN, BEING PIN 04592-0024 (LT)

BY:       PARKYARDS INC.

TO:       TRAILROAD BESS INC.

1. GEOFF WRIGHT AND KRISTOPHER CHENEY

- 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 \_\_\_\_\_ described in paragraph(s) (\_\_) above.
  - ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for TRAILROAD BESS INC. described in paragraph(s) (c) 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.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
- does not contain a single family residence or contains more than two single family residences.

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

(a) Monies paid or to be paid in cash	\$1,980,000.00
(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))	\$1,980,000.00
(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	\$1,980,000.00

6. Other remarks and explanations, if necessary.

- The transferee(s) has considered the definition of "newly constructed home", "permanent resident of Canada", "purchaser", "qualifying home", and "eligible home" as set out in section 9.2 of the Land Transfer Tax Act and declares one of the following statements:
- (a) The transferee(s) DOES NOT qualify for a refund on the purchase of a qualifying home pursuant to section 9.2 of the Land Transfer Tax Act
- 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", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. 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:
- (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
- 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.
- I acknowledge that the personal information collected in the provincial land transfer tax statements provided in this conveyance is being collected by the Ministry of Finance under the authority of the Land Transfer Tax Act, R.S.O. 1990, c. L.6, as amended ("the Act"), and that the personal information may be used for purposes of the administration or enforcement of the Act, other tax statutes, and for purposes of compiling statistical information and of developing and evaluating economic, tax and fiscal policy. (Note: Personal information collected under section 5.0.1 of the Act that accompanies this conveyance can be used only to administer and enforce the Act. De-identified data collected under section 5.0.1 can be used to compile statistical information and develop and evaluate economic, tax and fiscal policy.)

PROPERTY Information Record

A. Nature of Instrument:	Transfer Easement		
	LRO 4	Registration No.	OC2829645
		Date:	2025/09/12
B. Property(s):	PIN 04592 - 0124	Address	4221 MOODIE DRIVE
			OTTAWA
		Assessment	-
		Roll No	
C. Address for Service:	41 Victoria Street		
	Gatineau, Quebec		
	J8X 2A1		

## LAND TRANSFER TAX STATEMENTS

D. (i) Last Conveyance(s): PIN 04592 - 0124 Registration No. OC2514121

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

E. Tax Statements Prepared By: Amanda Morgan Bedford  
160 Elgin Street, Suite 2600  
Ottawa K1P 1C3

## Easement Terms

**Parkyards Inc.** (the “**Transferor**”) is the owner in fee simple and in possession of the certain lands legally described as West 1/2 Lot 3 Con 4RF Nepean Part 1 on 4R21685 save and except Part 1 on 4R23362, Ottawa, as in PIN: 04592-0124 (LT) (the “**Lands**”).

**Trailroad BESS Inc.** (the “**Transferee**”) is or will be the owner of the adjacent lands legally described as SE 1/4 Lot 3 Concession 4 Rideau Front as in CR649554, subject to CR382364 Nepean, as in PIN: 04592-0024 (LT) (the “**Benefitting Lands**”) has erected, or is about to erect, certain works (as more particularly described in Section 1 hereof) in, through, under, over, across, along and upon the Lands for the benefit of the Benefitting Lands.

1. The Transferor hereby grants and conveys to the Transferee, its successors and assigns the rights and easement, free from all encumbrances and restrictions other than those of which the Transferee has been made aware of by the Transferor, the following unobstructed and exclusive rights, easements, rights-of-way, covenants, agreements and privileges in perpetuity (the “**Rights**”) in, through, under, over, across, along and upon that the portion of the Lands of the Transferor more particularly described as Part 2 on 4R-36965 (the “**Easement Lands**”), for the following purposes:

- (a) To enter and lay down, install, construct, erect, maintain, open, inspect, add to, enlarge, alter, repair and keep in good condition, move, remove, replace, reinstall, reconstruct, relocate, supplement and operate and maintain at all times in, through, under, over, across, along and upon the Easement Lands, electrical transmission systems and telecommunications systems consisting in both instances of pole structures, steel towers, anchors, guys and braces, foundations and all such aboveground or underground lines, wires, cables, telecommunications cables, grounding electrodes, conductors, apparatus, works, accessories, associated material and equipment, and appurtenances pertaining to or required by either such system, including a gravel road along the Easement Lands (all or any of which are herein individually or collectively called the “**Works**”) as in the opinion of the Transferee are necessary or convenient thereto for use as required by Transferee in its undertaking from time to time, or a related business venture.
- (b) To enter on and raze and/or selectively cut or prune, and to clear and keep clear, and remove all trees, branches, bush and shrubs and other obstructions and materials in, over or upon the Easement Lands, and without limitation, to cut and remove all leaning or decayed trees located on the Lands whose proximity to the Works renders them liable to fall and come in contact with the Works or which may in any way interfere with the safe, efficient or serviceable operation of the Works or this easement by the Transferee.
- (c) To conduct all engineering, legal surveys, and make soil tests, soil compaction and environmental studies and audits in, under, on and over the Easement Lands as the Transferee in its discretion considers requisite.
- (d) To erect, install, construct, maintain, repair and keep in good condition, move, remove, replace and use bridges and such gates in all fences which are now or may hereafter be on the Easement Lands as the Transferee may from time to time consider necessary.

- (e) Except for permitted Section 2(a) Installations, to clear the Easement Lands and keep it clear of all buildings, structures, erections, installations, or other obstructions of any nature whether above or below ground, including removal of any materials and equipment or plants and natural growth, which in the opinion of the Transferee, endanger its Works or any person or property or which may be likely to become a hazard to any Works of the Transferee or to any persons or property or which do or may in any way interfere with the safe, efficient or serviceable operation of the Works or this easement by the Transferee.
- (f) To construct the Transferee's own access road upon the Easement Lands in order to provide access and to pass and repass at all times in, over, along, upon and across the Easement Lands as is reasonably required, for the Transferee, its employees, agents, 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 this easement, subject to compensation afterwards for any crop or other physical damage only to the Lands or permitted structures sustained by the Transferor caused by the exercise of this right of entry and passageway.

2. The Transferor agrees that:

- (a) It will not interfere with any Works established on or in the Easement Lands and shall not, without the Transferee's consent in writing erect or cause to be erected or permit in, under or upon the Easement Lands any obstruction, improvement, structure or plant or permit any trees, bush, shrubs, plants or natural growth which does or may interfere with the Rights granted herein. The Transferor agrees it shall not, without the Transferee's consent in writing, change or permit the existing configuration, grade or elevation of the Easement Lands, or any Transferee-constructed access road, to be changed and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Easement Lands, or any Transferee-constructed access road, shall be done or made unless consent therefore in writing has been obtained from Transferee, provided however, that the Transferor shall not be required to obtain such permission in case of emergency. Notwithstanding the foregoing, in cases where in the reasonable discretion of the Transferee, there is no danger or likelihood of danger to the Works of the Transferee or to any persons or property and the safe or serviceable operation of this easement by the Transferee is not interfered with, the Transferor may at its expense and with the prior written approval of the Transferee, construct and maintain roads, lanes walks, drains, sewers water pipes, oil and gas pipelines, fences (not to exceed 2 meters in height) and service cables on or under the Easement Lands, or any Transferee-constructed access road, (the "**Installation**") or any portion thereof; provided that prior to commencing such Installation, the Transferor shall give to the Transferee thirty (30) days' notice in writing thereof to enable the Transferee to have a representative present to inspect the proposed Installation during the performance of such work, and provided further that Transferor comply with all instructions given by such representative and that all such work shall be done to the reasonable satisfaction of such representative. In the event of any unauthorized interference aforesaid or contravention of this section, or if any authorized interference, obstruction or Installation is not maintained in accordance with the Transferee's instructions or in the Transferee's reasonable opinion, may subsequently interfere

with the Rights granted herein, the Transferee may at the Transferor's expense, forthwith remove, relocate, clear or correct the offending interference, obstruction, Installation or contravention complained of from the Easement Lands, or any Transferee-constructed access road, without being liable for any damages cause thereby.

- (b) 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 Easement Lands and shall at any time and from time to time be removable in whole or in part by the Transferee.
- (c) No other easement or permission will be transferred or granted and no encumbrances will be created over or in respect to the Easement Lands, prior to the registration of a Transfer of this grant of Rights.
- (d) The Transferor will execute such further assurances of the Rights in respect of this grant of easement as may be reasonably requisite, including, without limitation applying for, complying with, or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Works. The Transferee shall reimburse the Transferor for its reasonable, out-of-pocket costs that the Transferor incurs associated with such execution, including but not limited to legal fees, up to a maximum of \$50,000.00 per request. All requests for reimbursement made of the Transferee shall be accompanied by copies of all paid invoices associated with the execution of the item requested by the Transferee.
- (e) The Rights hereby granted:
  - (i) shall be of the same force and effect to all intents and purposes as a covenant running with the Easement Lands.
  - (ii) is declared hereby to be appurtenant to and for the benefit of the Works and undertaking of the Transferee described in Section 1(a).

3. The Transferor agrees that the Transferee may, at the Transferee's sole discretion, obtain at the Transferee's sole cost and expense all necessary postponements and subordinations (in registrable form) from all current and future prior encumbrancers, postponing their respective rights, title and interests to the Transfer of Easement herein so as to place such Rights and easement in first priority on title to the Lands.

4. The Transferee may grant a security interest or mortgage in and over the Works and its interests herein granted, and the Transferor shall enter into such consents, tri-party agreements, agreements and instruments and shall deliver such certificates and assurances, as are reasonably requested by the Transferee or its assignees, subtenants, chargees, encumbrancers, mortgagees, and pledgees from time to time, to give effect to the exercise of the foregoing rights.

5. There are no representations, covenants, agreements, warranties and conditions in any way relating to the subject matter of this grant of Rights whether expressed or implied collateral or otherwise except those set forth herein.

6. This easement and the Rights are subject to the express condition that it is to be effective only if the provisions of the *Planning Act* (Ontario) and amendments thereto are complied with, and, as such, to the extent a consent under such Act is required to give effect to this easement and the Rights, the maximum term (until such time as such consent is obtained) of this easement and the Rights shall be 21 years less one day. Should the Transferee determine, in its sole and absolute discretion, that a consent under the *Planning Act* is required, the Transferee shall apply for such consent at its sole cost and expense. The Transferor shall not oppose the Transferee's applications for such consents, and shall execute all documentation which may be required by the Transferee, in its sole discretion, in support of such application(s) for consent.

7. No waiver of a breach or any of the covenants of this grant of Rights shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

8. The burden and benefit of this transfer of Rights shall run with the Easement Lands and the Works and undertaking of the Transferee and shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.



