

## DECLARATION

This Declaration (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, R.S.O. 1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), by:

### SOMERSET GARDENS INC.

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Ottawa, in the Province of Ontario, and being more particularly described in Schedule "A", and in the description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed a building upon the said lands containing

One hundred and nineteen (119) residential units being:

Units 1 to 11 inclusive, Level 2  
Units 1 to 12 inclusive, Levels 3 to 11 inclusive

Forty seven (47) parking units being:

Units 1 to 20 inclusive, Level I, and  
Units 1 to 27 inclusive, Level A

Twenty six (26) storage units being:

Units 21 to 32 inclusive, Level 1  
Units 28 to 41 inclusive, Level A

AND WHEREAS the Declarant intends that the said lands together with the said buildings constructed thereon shall be governed by the Act;

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

### ARTICLE I

#### INTRODUCTORY

1.1 Definitions. All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.

1.2 Statement of Intention. The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto. The registration of this Declaration and Description will create a freehold standard condominium corporation.

1.3 Consent of Encumbrancers. The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

1.4 Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto. Notwithstanding the boundaries of the Units, no Unit includes structural walls, wires, pipes, cables, conduits, ducts, flues, breaker boxes used for power or public utility lines within a Unit which serves other Units as well as that of an owner.

**CAUTION:** That portion of the condominium building shown in hatched outline on Part 1 Sheet 1 of the description encroaches upon the adjoining lands and is not governed by the

*Condominium Act, 1998* and is the subject of an agreement registered as Instrument No. OC866360

1.5 Common Interest and Common Expenses. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred percent (100%).

1.6 Address for Service and Mailing Address of the Corporation. The Corporation's address for service shall be 138 Somerset Street West, Ottawa, Ontario.

## ARTICLE II

### COMMON EXPENSES

2.1 Specification of Common Expenses. The common expenses shall be the expenses of the performance of the objects and duties of the Corporation including but not limited to those expenses as are listed in Schedule "E" attached hereto.

2.2 Payment of Common Expenses. Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses in accordance with the proportions set out in Schedule "D" hereto.

## ARTICLE III

### UNITS

3.1 Occupation and Use. The occupation and use of the residential units shall be in accordance with the following restrictions and stipulations:

(a) All residential units shall be occupied only for the purpose of a single family dwelling and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, nor prevent the Declarant while owning and seeking to sell any of the units, in both cases actively taking all reasonable steps to sell those units, may maintain a sales office, advertising signs and suites as models for display but not so as to interfere with the reasonable use and enjoyment of the common elements or other units;

(b) No residential unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation or the reduction in coverage thereunder. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses;

(c) The owner of each unit shall require all tenants, residents and visitors in his unit to comply with the Act, the Declaration, the by-laws and the rules;

(d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a residential unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit;

(e) No animal, livestock or fowl, other than a pet, shall be kept or allowed in any residential unit. No pet that is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any residential unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or about any unit.

(f) No noise shall be permitted to be transmitted from one unit to another. If the board determines that any noise is being transmitted to another unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that unit is below or wherever situated in relation the offending unit), then the owner of such unit shall at his own expense take such steps as shall be necessary to abate such noise to the satisfaction of the board. If the owner of such unit fails to abate the noise, the board shall take such steps as shall be necessary to abate such noise and the unit owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees.

(g) No sign, advertisement or notice of any type visible from the exterior of the units, shall be inscribed, painted, affixed or displayed in any part of the unit.

3.2.1 Rights of Entry to the Unit. The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any residential unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.

3.2.2 In case of an emergency, an agent of the Corporation may enter a residential unit at any time and without notice for the purpose of repairing the unit, common elements including any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.

3.2.3 If an owner shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

3.2.4 The Corporation shall retain a key to all locks to each residential unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

3.2.5 The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any residential unit except as specifically provided in this Declaration or the by-laws.

3.3.1 Use of Parking Units. Except for as provided for herein, each parking unit shall be used and occupied only for motor vehicle and/or bicycle parking purposes, and without restricting any wider definition the word "motor vehicle" as may be imposed by the board of directors, the term "motor vehicle" shall be deemed to include a private passenger automobile, station wagon and motorcycle as customarily understood. The owner of each parking unit shall maintain such unit in a clean and slightly condition. The corporation may make provision in its annual budget for the cleaning of the parking units. Any parking unit located on Level 1 may be used for commercial parking purposes provided that the parking unit is owned by the trustees of the Church of St. John the Evangelist. One parking unit on Level 1 may have a mechanical device for the purpose of the issuing parking tickets located on it.

3.3.2 Use of Storage Units Storage lockers shall be occupied and used only for the storage of personal effects and non-motorized recreational equipment which shall not constitute a

nuisance or danger to the other Unit Owners, the Units and the Common Elements. No Storage Unit or locker shall be occupied for the storage of plants, perishable food of any kind, gasoline, cleaning materials or other combustible or inflammable substances nor for any motorized recreational equipment. The Board of Directors may, from time to time, restrict the categories of items that may be stored or used in such Storage Units.

3.4 Restriction on Sale and Leasing of Parking Units and Storage Units. Except for as provided herein or in Article 3.3.1. No owner of a parking unit and/or storage unit shall sell, transfer, give or otherwise dispose of same except to the Declarant, the Corporation or to an owner of a residential unit of the Corporation and lease or license same except to the Declarant, the Corporation or to an owner of a residential unit of the Corporation, provided that the term of the lease to a tenant or licensee of a parking unit or storage unit shall not extend beyond the tenancy or licence of such residential unit. The owner of parking units 1 to 20 inclusive Level 1 may sell a parking unit to a party other than the Declarant, the Corporation or to the owner of a residential unit of the Corporation provided that the Owner first offers the unit for sale to the Declarant, the Corporation and the residential unit owners in the Corporation.

#### ARTICLE IV

##### COMMON ELEMENTS

4.1 Use of Common Elements. Subject to the provisions of the Act, the Declaration, the by-laws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

4.2.1 Additions, Alterations and Improvements. For the purposes of Section 98 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the Corporation is substantial.

4.2.3 Exclusive Use of Parts of Common Elements. Subject to the compliance with the Act, the Declaration, By-laws and the rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

4.2.4 Restrictive Access. Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, operating machinery, or any other part of the common elements used for the care, maintenance or operation of the property. No person who owns a parking unit and does not own a residential unit have any right of use, occupancy and enjoyment of any part of the common elements located on any level other than the level on which the parking unit is located.

4.2.5 Pets. No animals, livestock or fowl other than a pet shall be kept upon the common elements. When on the common elements, including those parts thereof of which any owner has exclusive use, all pets must be on a leash. No pet that is deemed by the Board or Manager in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or Manager requesting removal of such pet, permanently remove such pet from the property.

4.2.6 Parking. No unit owner or his guest, tenant, invitee nor family member shall park on the common elements or a parking unit not owned by the unit owner.

#### ARTICLE V

##### MAINTENANCE AND REPAIRS

5.1 With the exception of those portions of the parking units consisting of the water proofing membrane and traffic topping each owner shall maintain his unit and, subject to the provisions of the Declaration and Section 123 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit.

5.2 The Corporation shall repair and maintain the common elements and shall repair and maintain the exterior of all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and window frames and doors providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

5.3 Except for as provided herein the Corporation shall maintain and repair the heat pump located in each residential unit. The unit owner shall be responsible for the maintenance of the filter contained in the heat pump.

5.4 The Corporation shall repair and maintain structural walls, wires, pipes, cables, conducts ducts, flues, breaker boxes used for power or public utility lines within a unit which serve other units as well as that of a specific unit owner.

## ARTICLE VI

### INSURANCE

6.1 By the Corporation. The corporation shall obtain and maintain the following insurance:

(a) Fire insurance with extended coverage or all risk insurance with standard exclusions and deductibles (subject to compliance with the Act), in respect of its obligation to repair and in respect of the unit owners interest in the units and common elements and the unit owners' obligation to repair against damage to the common elements excluding improvements and betterments as defined in the Act and property owned by the Corporation in an amount equal to the replacement costs thereof without deduction or depreciation.

(b) Insurance against damage to property owned by the corporation in an amount equal to the replacement cost thereof;

(c) Public liability and property damage insurance, and insurance against the corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the corporation and the owners from time to time, with limits to be determined by the board, but not less than \$2,000,000.00, and without right of subrogation as against the corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit;

Every policy or policies of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear and shall contain the following provisions:

- (i) waivers of subrogation against the corporation, its manager, agents, employees and servants and owners, and any member of the household of a unit owner;
- (ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty days prior written notice to the corporation and all other parties whose interests appear thereon;
- (iii) waivers of any defence based on co-insurance or invalidity arising from the conduct of or any act or omission or breach of a statutory condition by any insured;
- (iv) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated.

ARTICLE VII

MISCELLANEOUS

7.1 Invalidity. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

7.2 Waiver. The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws, or any rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

7.3 Construction of Declaration. This Declaration shall be read with all changes of number and gender required by the context.

7.4 Headings. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

DATED at Ottawa, Ontario this 22<sup>nd</sup> day of July, 2008.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officer duly authorized on its behalf.

SOMERSET GARDENS INC.

Per: 

Chris Teron - Authorized Signing Officer

I have the authority to bind the Corporation

**SCHEDULE "A"**

**LEGAL DESCRIPTION**

PIN: 04118-0286 being Part of Lot 58 and all of Lots 59 and 60 Plan 15558, south side Somerset Street being Part 1 on 4R21973, City of Ottawa;

Together with a right of way over Part 2 on 4R21973 as in OC575664.

Subject to easement in gross over Part 1 on Plan 4R-21973 as in OC662385

Subject to easement over Part 1 on 4R21973 as in OC683241

Subject to easement over Part 1 on 4R21973 as in OC795613

Subject to an easement as in OC851256.

In my opinion, based on the parcel register and the plans and documents recorded in therein, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the declarant is the registered owner of the property and appurtenant easements.

**GOLDBERG STROUD LLP**  
Solicitors for Somerset Gardens Inc.

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

C. Warren Stroud




SCHEDULE "B"

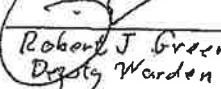
CONSENT UNDER CLAUSE 7(2)(b) OF THE ACT

1. We, Trustees of the Church of St. John the Evangelist have a registered charge (or mortgage) within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument No. OC575666 on March 27, 2006 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
2. We, Trustees of the Church of St. John the Evangelist hereby consent to the registration of this declaration pursuant to the Act against the land or interest appurtenant to the land, as the land and the interests are described in the description.
3. We, Trustees of the Church of St. John the Evangelist postpone the mortgage and the interest under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We, Trustees of the Church of St. John the Evangelist are entitled by law to grant this consent and postponement.

DATED at Ottawa this 24<sup>th</sup> day of July, 2008.

Trustees of the Church of St. John  
the Evangelist

Per:   
Name: Helen Rex  
Title: Priest-in-charge

Per:   
Name: Robert J. Green  
Title: Deputy Warden

I/We have authority to bind the corporation


**SCHEDULE "B"**

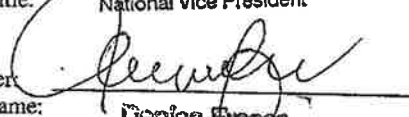
**CONSENT UNDER CLAUSE 7(2)(b) OF THE ACT**

1. We, Travelers Guarantee Insurance Company (St. Paul Guarantee Insurance Company changed its name to Travelers Guarantee Company of Canada by Amending Letters Patent dated November 9, 2006 and effective January 1, 2007, and under Notice of Approval from the Office of the Superintendent of Financial Institutions of Canada dated November 14, 2006, a notarial copy of which was registered in Ottawa Registry Office No. 4 as Instrument No. OC680480 on January 23, 2007) have a registered charge (or mortgage) within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument No. OC641051 on September 19, 2006 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
2. We, Travelers Guarantee Insurance Company (formerly St. Paul Guarantee Insurance Company) hereby consent to the registration of this declaration pursuant to the Act against the land or interest appurtenant to the land, as the land and the interests are described in the description.
3. We, Travelers Guarantee Insurance Company (formerly St. Paul Guarantee Insurance Company) postpone the mortgage and the interest under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We, Travelers Guarantee Insurance Company (formerly St. Paul Guarantee Insurance Company) are entitled by law to grant this consent and postponement.

DATED at Ottawa this 10<sup>th</sup> day of July, 2008.

Travelers Guarantee Insurance Company

Per:   
Name: Howard P. Friedman  
Title: National Vice President

Per:   
Name: Denise Fraser  
Title: Senior Underwriter

I/We have authority to bind the corporation

SCHEDULE "B"


CONSENT UNDER CLAUSE 7(2)(b) OF THE ACT

1. We, HSBC Bank Canada have two registered charges (or mortgages) within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument No. OC658422 on November 7, 2006 and Instrument No. OC877360 on July 18, 2008 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).
2. We, HSBC Bank Canada hereby consent to the registration of this declaration pursuant to the Act against the land or interest appurtenant to the land, as the land and the interests are described in the description.
3. We, HSBC Bank Canada postpone the mortgages and the interest under them to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We, HSBC Bank Canada are entitled by law to grant this consent and postponement.

DATED at Ottawa this 21 day of July, 2008.

HSBC Bank Canada

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per:   
Name: \_\_\_\_\_  
Title: KEITH EXELBY  
Vice President & Manager

I/We have authority to bind the corporation

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**SCHEDULE "C"**

**BOUNDARIES OF UNITS AND MONUMENTS**

The monuments which control the extent of all Units are the physical surfaces hereinafter defined, namely:

**The Residential Units (Units 1 to 11 Level 2, Units 1 to 12 Levels 3 to 11)**

**1. The Horizontal Boundaries are:**

- a) The lower limit is the upper unfinished surface of the concrete floor slab beneath the Unit;
- b) The upper limit is the lower unfinished surface of the concrete slab above the Unit.

**2. The Vertical Boundaries are:**

- a) The backside surface of the drywall on the exterior walls of each Unit;
- b) In the vicinity of the structural walls and columns, all of which shall not form part of the Unit, the backside surface of the drywall surrounding such walls and columns;
- c) In the vicinity of pipe and duct chases, all of which shall not form part of the Unit, the backside surface of the drywall surrounding such chases;
- d) In the vicinity of the windows and exterior doors, the unfinished interior surface of the windows and doors in closed position, the inner or Unit side surface of the glass contained therein, and the unfinished interior surface of the window and door frames;

**The Parking Units (Units 1 to 20 Level 1, Units 1 to 27 Level A)**

**3. The Horizontal Boundaries are:**

- a) The lower limit of the Units is the upper unfinished surface of the floor below the Units;
- b) The upper limit of the Units is a plane parallel to and perpendicularly distant 1.95 metres above the upper surface of the floor below the Units.

**4. The Vertical Boundaries are:**

- a) In the vicinity of the concrete walls and columns, all of which shall not form part of the Unit, the Unit side surface of the concrete walls and columns;
- b) Vertical planes controlled by physical features (i.e. the faces of concrete walls and/or the distances from the said monuments), as illustrated on Part 1 Sheets 1 and 2 of the description.

The Storage Units (Units 21 to 32 Level 1, Units 28 to 41 Level A)

5. **The Horizontal Boundaries are:**

- a) The upper limit is a horizontal plane parallel to and perpendicularly distant 2.13 metres above upper unfinished surface of the concrete floor slab beneath the unit;
- b) The lower limit is the upper unfinished surface of the concrete slab beneath the Unit.


6. **The Vertical Boundaries are:**

- a) The Unit side surface of the concrete walls and columns;
- b) The centreline of the metal screen and the metal screen doors in closed position;
- c) The backside surface of drywall on those walls covered with drywall.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1 Sheets 1, 2 and 3 of the Description.

DATED AT the City of Ottawa, this 17<sup>th</sup> day of July, 2008.

  
V. Andrew Shelp  
Ontario Land Surveyor

SCHEDULE "D"

PERCENTAGE INTEREST IN COMMON ELEMENTS  
PERCENTAGE CONTRIBUTION TO COMMON EXPENSES

Level	Unit	% Ownership	% Contribution
1	1	0.11200%	0.13010%
1	2	0.11200%	0.13010%
1	3	0.11200%	0.13010%
1	4	0.11200%	0.13010%
1	5	0.11200%	0.13010%
1	6	0.11200%	0.13010%
1	7	0.11200%	0.13010%
1	8	0.11200%	0.13010%
1	9	0.11200%	0.13010%
1	10	0.11200%	0.13010%
1	11	0.11200%	0.13010%
1	12	0.11200%	0.13010%
1	13	0.11200%	0.13010%
1	14	0.11200%	0.13010%
1	15	0.11200%	0.13010%
1	16	0.11200%	0.13010%
1	17	0.11200%	0.13010%
1	18	0.11200%	0.13010%
1	19	0.11200%	0.13010%
1	20	0.11200%	0.13010%
1	21	0.02330%	0.03780%
1	22	0.02330%	0.03780%
1	23	0.02330%	0.03780%
1	24	0.02330%	0.03780%
1	25	0.02330%	0.03780%
1	26	0.02330%	0.03780%
1	27	0.02330%	0.03780%
1	28	0.02330%	0.03780%
1	29	0.02330%	0.03780%
1	30	0.02330%	0.03780%
1	31	0.02330%	0.03780%
1	32	0.02330%	0.03780%
2	1	0.67200%	0.71480%
2	2	0.70800%	0.75810%
2	3	0.73600%	0.75930%
2	4	0.72940%	0.78100%
2	5	0.75400%	0.77850%
2	6	0.75400%	0.77850%
2	7	0.76640%	0.82070%
2	8	0.73600%	0.75930%
2	9	0.75070%	0.80380%
2	10	0.67200%	0.71480%
2	11	0.70800%	0.75810%
3	1	0.65860%	0.71480%
3	2	0.73490%	0.75810%
3	3	0.72260%	0.75930%
3	4	0.77880%	0.83390%
3	5	0.74060%	0.77850%
3	6	0.79340%	0.83510%
3	7	0.74060%	0.77850%
3	8	0.79340%	0.83510%
3	9	0.72260%	0.75930%
3	10	0.80020%	0.85680%
3	11	0.65860%	0.71480%
3	12	0.73490%	0.75810%
4	1	0.67200%	0.71480%
4	2	0.74830%	0.75810%

4	3	0.73600%	0.75930%
4	4	0.79230%	0.83390%
4	5	0.75400%	0.77850%
4	6	0.80680%	0.83510%
4	7	0.75400%	0.77850%
4	8	0.80680%	0.83510%
4	9	0.73600%	0.75930%
4	10	0.81360%	0.85680%
4	11	0.67200%	0.71480%
4	12	0.74830%	0.75810%
5	1	0.68550%	0.71480%
5	2	0.76180%	0.75810%
5	3	0.74950%	0.75930%
5	4	0.80570%	0.83390%
5	5	0.76740%	0.77850%
5	6	0.82030%	0.83510%
5	7	0.76740%	0.77850%
5	8	0.82030%	0.83510%
5	9	0.74950%	0.75930%
5	10	0.82710%	0.85680%
5	11	0.68550%	0.71480%
5	12	0.76180%	0.75810%
6	1	0.69890%	0.71480%
6	2	0.77520%	0.75810%
6	3	0.76290%	0.75930%
6	4	0.81910%	0.83390%
6	5	0.78090%	0.77850%
6	6	0.83370%	0.83510%
6	7	0.78090%	0.77850%
6	8	0.83370%	0.83510%
6	9	0.76290%	0.75930%
6	10	0.84050%	0.85680%
6	11	0.69890%	0.71480%
6	12	0.77520%	0.75810%
7	1	0.71240%	0.71480%
7	2	0.78870%	0.75810%
7	3	0.77640%	0.75930%
7	4	0.83260%	0.83390%
7	5	0.79430%	0.77850%
7	6	0.84710%	0.83510%
7	7	0.79430%	0.77850%
7	8	0.86950%	0.83510%
7	9	0.77640%	0.75930%
7	10	0.87640%	0.85680%
7	11	0.71240%	0.71480%
7	12	0.81110%	0.75810%
8	1	0.72580%	0.71480%
8	2	0.80210%	0.75810%
8	3	0.78980%	0.75930%
8	4	0.84600%	0.83390%
8	5	0.80780%	0.77850%
8	6	0.86060%	0.83510%
8	7	0.80780%	0.77850%
8	8	0.88300%	0.83510%
8	9	0.78980%	0.75930%
8	10	0.88980%	0.85680%
8	11	0.72580%	0.71480%
8	12	0.82450%	0.75810%
9	1	0.73930%	0.71480%
9	2	0.81560%	0.75810%
9	3	0.80320%	0.75930%
9	4	0.85950%	0.83390%
9	5	0.82120%	0.77850%
9	6	0.87400%	0.83510%
9	7	0.82120%	0.77850%
9	8	0.89250%	0.83510%
9	9	0.80320%	0.75930%

9	10	0.89250%	0.85680%
9	11	0.73930%	0.71480%
9	12	0.83800%	0.75810%
10	1	0.75270%	0.71480%
10	2	0.80210%	0.75810%
10	3	0.81670%	0.75930%
10	4	0.87290%	0.83390%
10	5	0.83460%	0.77850%
10	6	0.88750%	0.83510%
10	7	0.83460%	0.77850%
10	8	0.89250%	0.83510%
10	9	0.81670%	0.75930%
10	10	0.89250%	0.85680%
10	11	0.75270%	0.71480%
10	12	0.82450%	0.75810%
11	1	0.80200%	0.71480%
11	2	0.86480%	0.75810%
11	3	0.86600%	0.75930%
11	4	0.88620%	0.78130%
11	5	0.89210%	0.84860%
11	6	0.89250%	0.83510%
11	7	0.89210%	0.84860%
11	8	0.89250%	0.83510%
11	9	0.86600%	0.75930%
11	10	0.89250%	0.80410%
11	11	0.80200%	0.71480%
11	12	0.88720%	0.75810%
A	1	0.11200%	0.13010%
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A	26	0.11200%	0.13010%
A	27	0.11200%	0.13010%
A	28	0.02330%	0.03780%
A	29	0.02330%	0.03780%
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A	39	0.02330%	0.03780%

A	40	0.02330%	0.03780%
A	41	0.02330%	0.03780%
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		100.00000%	100.00000%

**SCHEDULE "E"**

**COMMON EXPENSES**

Common Expenses, without limiting the definition ascribed thereto by the Act, shall include the following:

- (a) All expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration, or performed pursuant to any by-law of the Corporation;
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
  - garbage collection;
  - insurance premiums;
  - water and sewage;
  - electricity, except that metered for each unit;
  - fuel, including gas, oil and electricity, except that metered for each unit;
  - maintenance materials, tools and supplies;
  - snow removal and landscaping;
  - realty taxes (including local improvement charges) levied against the entire property until such time as such realty taxes are levied against each unit;
- (c) Remuneration payable by the Corporation to any management firms or employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) All sums of money paid or payable by the Corporation pursuant to the provisions of Subsection 97(7) of the Act, or any successor provisions;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee, if any;
- (k) The cost of a reserve fund study;
- (l) The cost of a performance audit;
- (m) Contributions to the reserve fund.

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

1. The owner of a Unit shall have the exclusive use of any balcony adjoining his Unit.

The exclusive use of the above-mentioned portions of the common elements shall be subject to the provisions of the Declaration, the By-laws of the corporation and the rules and regulations passed pursuant thereto, and subject to the right of entry in favour of the corporation to those areas of the exclusive use portions of the common elements which may be necessary to permit repairs or maintenance thereto, or to give access to the utility and service areas adjacent thereto.

SCHEDULE "G"

Form 2

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER  
(Under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

For the 11 storey building located at 138 Somerset ~~Drive~~ <sup>✓</sup> STREET. <sup>✓</sup>

I certify that:

*[Strike out whichever is not applicable:]*  
Each building on the property

OR

*(In the case of an amendment to the declaration creating a phase:  
Each building on the land included in the phase)*

Has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

*(Check whichever boxes are applicable)*

1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.  Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4.  All underground garages have walls and floor assemblies in place.

OR

There are no underground garages.

OR

5.  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.

- 6.    ✓    All installations with respect to the provision of water and sewage services are in place.
- 7.    ✓    All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8.    ✓    All installations with respect to the provision of air conditioning are in place.

OR

There are no installations with respect to the provision of air conditioning.

- 9.    ✓    All installations with respect to the provision of electricity are in place.
- 10.    ✓    All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

✓    There are no indoor and outdoor swimming pools.

- 11.    ✓    Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 20 day of August, 2008.

J. Lawrence  
(Signature)

J. LAWRENCE  
(Print Name)  
(Strike out whichever is not applicable:  
Architect  
~~Professional Engineer~~)

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

yyyy mm dd Page 1 of 3

**Properties**

PIN 04118 - 0284 LT Interest/Estate Fee Simple  Add Easement  
 Description PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15558, SOUTH SIDE  
 SOMERSET STREET BEING PART 3 ON 4R20909; OTTAWA  
 Address OTTAWA

**Consideration**

Consideration \$ 1.00

**Transferor(s)**

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

Name SOMERSET GARDENS INC.  
 Address for Service 340-350 Terry Fox Drive  
 Kanata, ON K2K 2W5

I, Chris Teron, have the authority to bind the corporation.

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

**Transferee(s)**

Capacity

Share

Name BELL CANADA  
 Address for Service Floor 2, 136 Bayfield Street  
 Barrie, Ontario  
 L4M 3B1

**Statements**

Schedule: See Schedules

**Signed By**

Shannon Leigh Hess	486 Gladstone Avenue Ottawa K1R 5N8	acting for Transferor(s)	Signed	2006 11 21
Tel 6132374922				
Fax 6132372920				
Shannon Leigh Hess	486 Gladstone Avenue Ottawa K1R 5N8	acting for Transferee(s)	Signed	2006 11 21
Tel 6132374922				
Fax 6132372920				

**Submitted By**

GOLDBERG STROUD LLP 486 Gladstone Avenue 2006 12 01  
 Ottawa K1R 5N8  
 Tel 6132374922  
 Fax 6132372920

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00  
 Land Transfer Tax \$0.00  
 Total Paid \$60.00

**File Number**

Transferor Client File Number : 79880

LRO # 4 . Transfer Easement

Received as OC662385 on 2006 11 21 at 14:28

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

yyyy mm dd Page 2 of 3

**File Number**

Transferee Client File Number : 79880

**LAND TRANSFER TAX STATEMENT**

In the matter of the conveyance of: 04118 - 0284 PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15558, SOUTH SIDE SOMERSET STREET BEING PART 3 ON 4R20909; OTTAWA

BY: SOMERSET GARDENS INC.

TO: BELL CANADA

%(all PINs)

1. C. WARREN STROUD

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 BELL CANADA 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	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:

s) other: Transfer of Easement for a utility line as defined in the Ontario Energy Board.

5. The land is subject to encumbrance

**PROPERTY Information Record**

A. Nature of Instrument: Transfer Easement  
LRO 4 Registration No. OC662385 Date: 2006/11/21

B. Property(s): PIN 04118 - 0284 Address OTTAWA Assessment Roll No

C. Address for Service: Floor 2, 136 Bayfield Street  
Barrie, Ontario  
L4M 3B1

D. (i) Last Conveyance(s): PIN 04118 - 0284 Registration No. OC575664  
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Shannon Leigh Hess  
486 Gladstone Avenue  
Ottawa K1R 5N8

WHEREAS the Transferee is the owner in fee simple of those lands and premises (the "Transferee's lands") being composed of Parts of Town Lots 5 and 6 on the North side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-545, City of Toronto.

AND WHEREAS the Transferor is the owner in fee simple of the lands described as PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15558, SOUTH SIDE SOMERSET STREET BEING PART 3 ON 4R20909; OTTAWA TOGETHER WITH A RIGHT-OF-WAY OVER PART 2 ON 4R20909 AS IN OCS75664. NOW IN THE CITY OF OTTAWA, (the "Property");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the transferor grants and transfers to the Transferee, its successors and assigns to be used and enjoyed as appurtenant to the Transferee's lands, a free and unencumbered easement (the "Easement") in perpetuity upon, over, in, under and across the Property:

1. the right to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities (the "Facilities") or any part thereof forming part of continuous lines between the Transferee's lands and other lands including, without limitation, all necessary cable and wires (both buried and aerial), conduit, markers, poles, anchors, guys, fixtures, equipment, and all appurtenances thereto.
2. the right of free and unimpeded access at all times to the Transferee, its contractors, agents, employees, vehicles, equipment, and supplies to and over the Property.
3. the right to remove, trim, sever, or fell any obstructions such as trees, roots, brush, stumps, boulders or rock encountered during the course of construction or subsequent maintenance of the Facilities.

THE TRANSFEROR shall have the right to fully use and enjoy the Property provided that without the prior written consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not place any buildings or other structures or dig, drill, pave or excavate within the location of the Facilities so as to interfere with the Facilities.

THE TRANSFEEE shall be responsible for any damage caused at any time by its agents or employees to the Property. When practical, the Transferee, after any of its activities, shall restore the Property appropriately.

THE TRANSFEEE covenants and agrees with the Transferor that:

1. prior to the exercise of its rights hereby granted, Transferee shall obtain approval of the Transferor to the location of the Facilities, which approval shall not be unreasonably withheld, and which approval shall be granted by the Transferor's execution of the Transferee's construction plans, or other documentation evidencing the location of the Facilities.
2. if any part of the Easement lands hereof become part of a registered Condominium Corporation, this Easement shall not extend to nor shall it cover those parts of the buildings on the lands herein described which have now been and/or which will be constructed and which will become legally described as units in a Condominium Corporation.

THE TRANSFEROR covenants and agrees with the Transferee that any relocation of the Facilities placed by the Transferee pursuant to the terms of this Easement, if such relocation is requested by the Transferor, and if such relocation can be accommodated by the Transferee, shall be at the sole cost and expense of the Transferor.

NOTWITHSTANDING any rule of law or equity and even though any of the Facilities may become annexed or affixed to the Property, title to the Facilities shall nevertheless remain in the Transferee.

THE TRANSFEEE, in the event it grants a release of Easement, may abandon the Facilities annexed/affixed to the Property at its option.

THIS AGREEMENT including all rights, privileges, and benefits herein contained shall extend to, be binding upon, and endure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

LRO # 4 Transfer Easement

Received as OC683241 on 2007 01 30 at 14:39

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

yyyy mm dd Page 1 of 2

**Properties**

PIN 04118 - 0284 LT Interest/Estate Easement  Add Easement

Description SERVENT LANDS:  
 PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15568, SOUTH SIDE SOMERSET STREET BEING PART 3 ON 4R20909; OTTAWA TOGETHER WITH A RIGHT-OF-WAY OVER PART 2 ON 4R20909 AS IN OC575864. S/T EASEMENT IN G ROSS OVER PART 3 ON PLAN 4R-20909 AS IN OC682385.

DOMINANT LANDS:  
 5390 RICHMOND ROAD, OTTAWA, ONTARIO (ROGERS FALLOWFIELD HEADEND) AND 1810 ST. LAURENT BLVD., OTTAWA, ONTARIO (ROGERS ST. LAURENT HEADEND).

Address 138 SOMERSET STREET WEST  
 OTTAWA

**Consideration**

Consideration \$ 1.00

**Transferor(s)**

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

Name SOMERSET GARDENS INC.  
 Address for Service 340-350 Terry Fox Drive  
 Kanata, Ontario K2K 2W5

I, Chris Teron, have the authority to bind the corporation.

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

**Transferee(s)**

Capacity

Share

Name ROGERS CABLE COMMUNICATIONS  
 INC./COMMUNICATIONS ROGERS CABLE INC.  
 Address for Service 475 Richmond Road  
 Ottawa, Ontario K2A 3Y8

**Statements**

Schedule: See Schedules

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEEE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

**Signed By**

Clavell Warren Stroud	486 Gladstone Avenue Ottawa K1R 5N8	acting for Transferor(s)	Signed	2007 01 30
Tel 6132374922				
Fax 6132372920				
Brian Angus Joseph Roach	900-427 Laurier Ave. West Ottawa K1R 7Y2	acting for Transferee(s)	Signed	2007 01 26
Tel 613-236-0111				
Fax 6132368507				

LRO # 4 Transfer Easement

Received as OC683241 on 2007 01 30 at 14:39

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

yyyy mm dd Page 2 of 2

**Submitted By**

GOLDBERG STROUD LLP	486 Gladstone Avenue Ottawa K1R 5N8	2007 01 30
Tel	6132374922	
Fax	6132372920	

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Land Transfer Tax	\$0.00
Total Paid	\$60.00

**File Number**

Transferor Client File Number :	79880
Transferee Client File Number :	SW:462-1805

**LAND TRANSFER TAX STATEMENT**

In the matter of the conveyance of: 04118 - 0284 SERVIENT LANDS:

PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15558, SOUTH SIDE SOMERSET STREET BEING PART 3 ON 4R20909; OTTAWA TOGETHER WITH A RIGHT-OF-WAY OVER PART 2 ON 4R20909 AS IN OC575664, S/T EASEMENT IN G ROSS OVER PART 3 ON PLAN 4R-20909 AS IN OC662385.

DOMINANT LANDS:

5390 RICHMOND ROAD, OTTAWA, ONTARIO (ROGERS FALLOWFIELD HEADEND) AND 1810 ST. LAURENT BLVD., OTTAWA, ONTARIO (ROGERS, ST. LAURENT HEADEND).

BY: SOMERSET GARDENS INC.  
 TO: ROGERS CABLE COMMUNICATIONS INC./COMMUNICATIONS % (all PINs)  
 ROGERS CABLE INC.

1. BRIAN ROACH

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 ROGERS CABLE COMMUNICATIONS INC./COMMUNICATIONS ROGERS CABLE 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	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:

s) other: Transfer of Public Utility Easement - This easement is being acquired for the purpose of a utility line as defined in the Ontario Energy Board Act.

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement  
 LRO 4 Registration No. OC683241 Date: 2007/01/30

B. Property(s): PIN 04118 - 0284 Address 138 SOMERSET STREET WEST Assessment Roll No  
 OTTAWA

C. Address for Service: 475 Richmond Road  
 Ottawa, Ontario K2A 3Y8

D. (i) Last Conveyance(s): PIN 04118 - 0284 Registration No. OC662385  
 (ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Brian Angus Joseph Roach  
 900-427 Laurier Ave. West  
 Ottawa K1R 7Y2

**Schedule  
TRANSFER OF EASEMENT  
[BLANKET]**

The Transferor hereby transfers to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee's Lands municipally known as 5390 Richmond Road, Ottawa, Ontario (Rogers Fallowfield Headend) and 1810 St. Laurent Blvd., Ottawa, Ontario (Rogers St. Laurent Headend), and the other lands comprising the distribution system of the Transferee from time to time, the free, uninterrupted and unobstructed right and easement in perpetuity as follows:

**TO ENTER** on and construct, install, place, lay, erect, reconstruct, relocate, repair, replace, operate, maintain, inspect and remove all such lines of coaxial and other cables, and all necessary poles, wires, main and service cables (both underground and aerial), conductors, conduits, amplifiers, pedestals, apparatus, fixtures and equipment and all appurtenances thereto (all or any part of which are herein called the "Works") as the Transferee may from time to time or at any time hereafter deem requisite, in, upon, over, under, along and across the lands described in the Transfer of Easement to which this Schedule is attached, (herein called the "Site"), for the purpose of furnishing telecommunication services, including but not restricted to, cable television, cable radio and data transmission services, to the premises of persons who request the same from time to time on the Site and lands in the vicinity thereof.

**TOGETHER WITH** the right and licence of free, uninterrupted, unimpeded and unobstructed access to the Transferee, its servants, agents, contractors and subcontractors together with vehicles, supplies, machinery and equipment at all times and for all purposes necessary for or incidental to the exercise and enjoyment of the rights and easements hereby transferred, to and from, on and over the Site and such portions of the lands of the Transferor adjacent thereto.

The rights and easements herein transferred are subject to the following terms and conditions which are hereby mutually agreed to by the Transferor and the Transferee:

1. The Transferor shall be responsible for any damage to the Works whether caused directly or indirectly by the acts or omissions of the Transferor or of any persons acting under the authority of the Transferor.
2. The Transferee shall be responsible for any damage caused to the Site by its servants, agents, contractors or subcontractors, and shall as far as possible replace at its own expense any soil or turf removed in connection with any of the work above referred to.
3. The Transferor covenants that in the event any part of the Works are required to be relocated by the Transferor, the Transferor shall indemnify the Transferee for the cost of such relocation.
4. The Transferor shall not cover or otherwise interfere with the Works and shall not excavate, drill, install, erect, build or permit to be excavated, drilled, installed, erected or built, in, on, over, under or through the Site any pit, well, building, structure or other obstruction of any nature without the prior written consent of the Transferee, but otherwise the Transferor shall have the right fully to use and enjoy the Site, subject always to and so as not to interfere with the rights and easements hereby transferred. Notwithstanding the above, the Transferee hereby consents to the construction of an 11-storey mixed-use residential and commercial condominium building on the Site by the Transferor or its successors and assigns. Before the commencement of any work which may affect the Works, the Transferor shall advise the Transferee and the Transferee shall attend at the Site to locate the Works.
5. The Transferor shall maintain those parts of the Site occupied by the Works and unoccupied by any dwelling units, (such part to be defined as a strip of land on either side of and measured perpendicular to the centre of the Works which is the lesser of the actual distance to any building or four [4] feet), free of any other buildings, structures or other obstructions of any nature whatsoever, including new shade or ornamental trees.
6. Notwithstanding any rule of law or equity, the Works shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the Site.
7. The Transferor and Transferee acknowledge that residential dwelling units have been or will be constructed on the Site, and that part of the Works have been or will be located on that portion of the Site unoccupied by any dwelling units, and part in horizontal and/or vertical service spaces in the dwelling units from which individual service drops will be made. The Transferor shall provide unobstructed conduits in the horizontal and/or vertical service spaces, and where necessary, related facilities such as pull boxes, outlet boxes, electrical outlets and 120 volt/15 amp, AC current for amplifiers, in locations and in a manner approved by the Transferee. The Transferee shall have access to those parts of the Works located in the horizontal and/or vertical service spaces during daylight hours only, except in case of an emergency.

8. The Transferor and Transferee acknowledge that the Site may be registered as a condominium under the provisions of the Condominium Act. The Transferor agrees that the declaration and description shall be drafted such that the Works shall be excluded from the Units and will form part of the common elements of the condominium.
9. The rights and easements hereby transferred are and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and this Transfer of Easement including all the covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
10. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, 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 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.

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

yyyy mm dd Page 1 of 1

**Properties**

PIN 04118 - 0286 LT

Description PART OF LOT 58 AND ALL OF LOTS 59 AND 60 PLAN 15558, SOUTH SIDE SOMERSET STREET BEING PART 1 ON 4R21973; OTTAWA, TOGETHER WITH A RIGHT OF WAY OVER PART 2 ON 4R21973 AS IN OC575684, S/T EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-21973 AS IN OC662385, S/T EASEMENT OVER PART 1 ON 4R21973 AS IN OC683241, S/T EASEMENT OVER PART 1 ON 4R21973 AS IN OC795813, S/T AN EASEMENT AS IN OC851256.

Address OTTAWA

**Consideration**

Consideration \$ 1.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name CITY OF OTTAWA

Address for Service 110 Laurier Ave. W.  
Ottawa, Ontario  
K1P 1J1

file: L0104-SOME (JM)

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

This document is being authorized by a municipal corporation Larry O'Brien, Mayor &amp; Leslie Donnelly, Deputy City Clerk.

**Party To(s)**

Capacity

Share

Name SOMERSET GARDENS INC.

Address for Service 350 Terry Fox Dr.  
Ottawa, Ontario

I, William Teron, Chair &amp; Chris Teron, Pres., have the authority to bind the corporation

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

**Statements**

This notice is for an indeterminate period

Schedule: See Schedules

**Signed By**

Steven Alexander Bannister

110 Laurier Av. W., 3rd floor  
Ottawa  
K1P 1J1

acting for  
Applicant(s)

Signed 2008 07 02

Tel 6135802400

Fax 6135601383

**Submitted By**

CITY OF OTTAWA

110 Laurier Av. W., 3rd floor  
Ottawa  
K1P 1J1

1

2008 07 02

Tel 6135802400

Fax 6135601383

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Total Paid \$60.00

THIS CONDOMINIUM AGREEMENT made *this 15<sup>th</sup> day of May, 2006*.

BETWEEN:

SOMERSET GARDENS INC.  
Hereinafter called the "Owner"

OF THE FIRST PART

AND:

CITY OF OTTAWA  
Hereinafter called the "City"

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands described in Schedule "A" of this Agreement and proposes to declare a Plan of Condominium;

AND WHEREAS the City deems it expedient in the public interest that the Owner be required to comply with certain requirements with respect to the draft plans and conditions imposed in relation to the planning and development of the lands contained in the proposed condominium;

THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada paid by each party to the other party (receipt whereof is hereby acknowledged) and these further covenants hereinafter expressed, the parties hereto covenant and agree the one with the other as follows:

DEFINITIONS

1. In this Agreement:

- (a) "AGREEMENT" shall mean this Agreement and all Schedules which shall be deemed to be covenants as though specifically set out herein;
- (b) "CITY" shall mean the City of Ottawa and includes its successors and assigns and its officers, employees, agents and contractors;
- (c) "CITY SPECIFICATIONS OR STANDARDS" shall mean the detailed designation of construction, materials, workmanship, and standards of work to be carried out by the Owner as prescribed by the City and as amended from time to time by the City and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached hereto;
- (d) "DIRECTOR, PLANNING AND INFRASTRUCTURE APPROVALS" shall mean the senior officer of the Planning and Infrastructure Approvals Branch of the City or his/her designate;

- (e) "LETTER OF CREDIT" shall mean the Letter of Credit provided by the Owner to the City in accordance with the requirements of this Agreement;
- (f) "MAINTAIN" includes operation, repair, replace or reinstate;
- (g) "OWNER" or "OWNERS" includes the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the works for or on behalf of the Owner or Owners;
- (h) "PLAN" or "PLAN OF CONDOMINIUM" or "CONDOMINIUM" shall mean the Plan of Condominium submitted by the Owner for approval and includes the lands described in Schedule "A";
- (i) "PRIVATE SERVICE" shall mean the installed water pipe from the private watermain to, under or within the building and serving two or more units;
- (j) "PRIVATE SERVICE POST" shall mean the valve located within the lands which allows the City to control water supply to a private service;
- (k) "PRIVATE WATERMAIN" shall mean the installed water pipe from the streetline within the lands from which private individual services can be taken;
- (l) "ROAD" shall mean those public roads or any part thereof, any daylighting triangles, and any areas of road widenings shown or laid out on the Plan of Condominium. The use of "Streets" or "Public Highways" shall be synonymous with "Road".
- (m) "SERVICE" shall mean the installed water pipe from the watermain to the streetline;
- (n) "SERVICE POST" shall mean the valve located at or near the streetline which allows the City to control the water supply from a watermain or a service;
- (o) "UNIT HOLDER" shall mean the owner of any one or more of the units on the lands, their successors, heirs and assigns or any tenant of a unit holder;
- (p) "WATERMAIN" shall mean a water pipe of any size located in the dedicated right-of-way or in an easement (which easement is owned by the City) from which services can be taken;
- (q) "WATER PLANT" shall mean the installation of watermains, services, meters, remote reading systems and appurtenances;
- (r) "WORKS" includes those services, installations, structures and other works listed in and required by this Agreement.

**LANDS**

- 2: The lands to which this Agreement shall apply are those particularly described in Schedule "A".

**SCOPE OF WORKS**

3. The Owner shall construct and install all the Works set out in this Agreement and as shown on the approval drawings. The said Works shall be constructed, installed and completed at the Owner's sole expense and in accordance with City Specifications or Standards.

**INSTALLATION OF WATERMANS AND HYDRANTS**

4. The Owner shall design, construct and install all necessary Watermains and hydrants in the location and in accordance with City Specifications or Standards and to the satisfaction of the Director, Planning and Infrastructure Approvals. The Owner shall pay all costs incurred by the City in relation to the installation of Watermains and hydrants including the cost of connection, sterilization, and inspection of the Watermains by the City.

**WATER PLANT**

5. All details of the Water Plant shall be to the satisfaction of the Director, Planning and Infrastructure Approvals. The Owner shall pay all costs in relation to the Water Plant.

**FLYING OF FLAGS**

6. The Owner shall not prohibit the flying of flags, but may regulate them to ensure only that they are displayed in a safe manner and that they do not interfere with the reasonable use of other units.

**PERMISSION TO ENTER**

7. The Owner shall at all times allow the City and Fire Department to enter the lands with machinery, materials, vehicles and equipment necessary to maintain, inspect, alter and repair the Watermains, hydrants and Water Plant located on the lands.

**UNOBSTRUCTED ACCESS**

8. The Owner shall be responsible for providing free and unobstructed access to the Works, as required, including keeping the hydrants free at all times from ice, snow or other material so that it will be readily accessible at all times to members of the Fire Department and the City.

**"AS-BUILT PLANS"**

9. Upon completion of the installation of all Works, the Owner shall provide the City with a mylar of the "as-built" plan(s), certified under seal by a professional engineer, showing the location of the Works. Furthermore, the Owner shall provide the "as-built" information and the attribute data for the Works on diskette in a form that is compatible with the City's computerized systems.

**PLAN ON DISKETTE IN DIGITAL FORM**

10. The Owner covenants and agrees to provide to the City, prior to the registration of the Plan, a computer diskette containing the digital file of the Plan in a digital form that is compatible with the City computerized system, and to the satisfaction of the Director, Planning and Infrastructure Approvals.

**INDEMNIFICATION**

11. The Owner shall indemnify and save harmless the City from all liability demands and claims whatsoever arising from the inspection of or repairs to the Works.

**PAYMENT OF ACCOUNTS AND CONTACT FOR MAINTENANCE PURPOSES**

12. (1) The Owner shall pay all accounts rendered by the City for Works done under this Agreement within thirty (30) days of the date of billing, and, in the event of failure to pay, interest will be charged on the amount outstanding at a rate which is 2% higher than the current chartered prime lending rate calculated from the due date;
- (2) In the event of failure to pay for Works done under this Agreement within ninety (90) days of the date of billing the City may recover all monies due under Section 427 of the *Municipal Act 2001*, S.O. 2001 c. 25.
- (3) The Owner shall advise the City of the mailing address of the Owner and each change of address, and the name, address and telephone number of a person responsible to the Owner for service maintenance (Property Manager).

NAME: Somerset Gardens Inc.

ADDRESS: 350 Terry Fox Drive, 3<sup>rd</sup> Floor  
Kanata, Ontario  
K2K 2W5

TELEPHONE NO.: (613) 599-5608

FACSIMILE NO.: (613) 599-5744

**EASEMENTS FOR UTILITIES**

13. (1) The Owner covenants and agrees to grant such easement and maintenance agreements as may be required for electrical, gas, water, sewer, telephone and cablevision facilities to the satisfaction of the appropriate authority and the Owner further covenants to register on title the said easement and maintenance agreements following the registration of the Plan of Condominium and to ensure that the affected agencies are duly notified.
- (2) The Owner covenants and agrees to pay the cost of any removal or relocation of any existing on-site and/or adjacent utility facility within this development including electrical, gas, water, sewer, telephone and cablevision which may be required as a direct result of this development to the satisfaction of the appropriate utility authority.

- (3) The Owner covenants and agrees to coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-grade, below-grade or above-grade) through liaison with the appropriate electrical, gas, water, sewer, telephone and cablevision authorities and including on-site drainage facilities and streetscaping, such location being to the satisfaction of all affected authorities and shall consider their respective standards and specifications manuals, where applicable.

#### HORIZONTAL CONTROL NETWORK

14. The Owner covenants and agrees that the Plan of Condominium will be referenced, where possible, to the Horizontal Control Network, in accordance with the City's requirements and guidelines for referencing legal surveys. This shall be to the satisfaction of the City's Surveyor.

#### LAPSING

15. The Owner acknowledges and agrees that if the Plan of Condominium has not been registered by the 2nd day of May, 2009, the draft approval shall lapse pursuant to Section 51(26) of the *Planning Act*, 1990. Extensions may only be granted under the provisions of Section 51 (33) of the said *Planning Act* prior to the lapsing date.

#### MAINTENANCE BY OWNER OF WATER SYSTEM

16. The Owner acknowledges and agrees that it shall be responsible for all maintenance of the water systems including the Private Watermains, private hydrants and Private Services. The Owner acknowledges and agrees it shall have a professional engineer conduct regular inspections of the water system, the frequency of the inspections shall occur at a minimum on an annual basis. The Owner shall have the reports of the inspections available on demand for review the City.

#### CONDITIONS OF SITE PLAN APPROVAL

17. The Owner acknowledges and agrees that this approval is subject to all conditions of the Site Plan Control Approval. The Owner acknowledges and agrees by entering into this Agreement to satisfy all requirements, financial and otherwise, of the City, including but not limited to the phasing of the Plan of registration, the provision of roads, installation of services, utilities, and drainage. The Owner acknowledges and agrees that prior to registration of the Plan of Condominium, the City shall be satisfied that conditions of approval 1 to 16 inclusive have been fulfilled.

#### NON-PAYMENT

18. (1) In the event of non-payment of the charges for water by any Unit Holder and/or any other surcharge upon the water charge, each of the Unit Holders agree that the City may at its sole discretion shut-off the supply of water at the Private Service Post. Each of the

Unit Holders acknowledge and agree that such termination of supply for non-payment may result in a Unit Holder being denied the supply of water by the City, even though that Unit Holder is not in default of payment. The City shall give the Property Manager thirty (30) days notice of its intention to shut off the supply of water.

- (2) It is acknowledged and agreed that any termination of supply of water pursuant to this clause will remain in effect until the City has been paid for all water charges and/or surcharges that are due and payable. The City agrees to provide a receipt of payment where one Unit Holder has paid the water charges and/or surcharges in order to have service restored.

#### NON-APPLICATION OF AGREEMENT

19. (1) Paragraph 18 of this Agreement does not apply in respect of any Unit Holder where the unit obtains its water supply from a service and that service does not provide water to any other unit.
- (2) The Owner acknowledges and agrees to include a clause to the satisfaction of the City advising all prospective purchasers that the property is serviced by a Private Service and all private owners are responsible for operation, maintenance and/or replacement. Furthermore, the Owner acknowledges and agrees that the water servicing to the individual units does not meet the current standard of Part 7 (Plumbing) of The Ontario Building Code.

#### OUTSTANDING TAXES

20. The Owner covenants and agrees to pay any outstanding taxes owing to the City prior to registration of the Plan.

#### APPROVAL BY TENANT OR LESSEE

21. The Owner agrees that if any rental unit is offered for sale the then current lessee shall be offered the first right of refusal to purchase the unit subject to the same terms otherwise offered to prospective purchasers.

#### PRIOR TO FINAL APPROVAL OF THE PLAN

22. The Owner acknowledges and agrees that at any time prior to the registration of the Plan of Condominium, the City may, in accordance with Section 51(44) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, amend, delete or add to the conditions and this may include the need for amended or new studies.

#### DECLARATION OF PROPOSED CONDOMINIUM

23. This Agreement and everything contained herein shall enure to the benefit of and be binding upon the Owner and proposed condominium corporation and the City shall not be obliged to provide, repair or maintain service for the Watermain or hydrants until the proposed condominium corporation is declared.

DEVELOPMENT CHARGES

24. The Owner and its successors and assigns covenant and agree to inform prospective purchasers after registration of each unit on the Plan of Condominium of the development charges that have been paid or which are still applicable to the units on the Plan of Condominium. The applicable development charges shall be stated as of the time of the conveyance of the relevant units in the Plan of Condominium and the statement shall be provided at the time of conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to change in accordance with the *Development Charges Act 1997* and the *Education Development Charges Act*.

SUCCESSORS AND ASSIGNS

25. It is agreed and declared that this Agreement and covenants, provisos, conditions and Schedules herein shall enure to the benefit of and be binding upon the respective heirs, successors and assigns of each of the parties hereto.

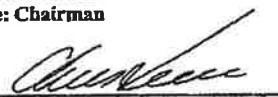
IN WITNESS WHEREOF, the Owner has hereunto set their hands and seals and the City has affixed its corporate seal, attested to by the hands of its proper signing officers.

SIGNED, SEALED AND DELIVERED )

SOMERSET GARDENS INC.

) 

) Name: William Teron  
) Title: Chairman

) 

) Name: Chris Teron  
) Title: President

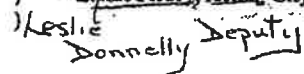
I/We have the authority to bind the Corporation

Approved for execution



City Solicitor

)   
) CITY OF OTTAWA  
)   
) Mayor  
)   
) Acting City Clerk

)   
) Leslie Donnelly Deputy

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF LANDS**

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, being composed of:

Description	P.I.N.
Part of Lot 58 and all of Lots 59 and 60 on Plan 15558, South Side Somerset Street, being Part 1 on Plan 4R-21973	04118 - 0286