

Properties

PIN 57339 - 0289 LT Interest/Estate Easement Add Easement

Description SERVIENT TENEMENT: LOT 1, PLAN 49M113; BEING PART 1 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE

DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

Address BRAESIDE

PIN 57339 - 0290 LT Interest/Estate Easement Add Easement

Description SERVIENT TENEMENT: LOT 2, PLAN 49M113; BEING PART 2 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE

DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

Address BRAESIDE

PIN 57339 - 0291 LT Interest/Estate Easement Add Easement

Description SERVIENT TENEMENT: LOT 3, PLAN 49M113; BEING PART 3 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE

DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

Address BRAESIDE

PIN 57339 - 0292 LT Interest/Estate Easement Add Easement

Description SERVIENT TENEMENT: LOT 4, PLAN 49M113; BEING PART 4 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE

DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

Address BRAESIDE

PIN 57339 - 0293 LT Interest/Estate Easement Add Easement

Description SERVIENT TENEMENT: LOT 5, PLAN 49M113; BEING PART 5 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE

DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

Address BRAESIDE

PIN 57339 - 0294 LT Interest/Estate Easement Add Easement

Description SERVIENT TENEMENT: LOT 6, PLAN 49M113; BEING PART 6 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE

DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

Address BRAESIDE

PIN 57339 - 0295 LT Interest/Estate Easement Add Easement

Description SERVIENT TENEMENT: LOT 7, PLAN 49M113; BEING PART 7 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE

DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

Address BRAESIDE

PIN 57339 - 0296 LT Interest/Estate Easement Add Easement

Description SERVIENT TENEMENT: LOT 8, PLAN 49M113; BEING PART 8 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE

DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

Address BRAESIDE

PIN 57339 - 0297 LT Interest/Estate Easement Add Easement

Description SERVIENT TENEMENT: LOT 9, PLAN 49M113; BEING PART 9 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE

DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

Address BRAESIDE

PIN 57339 - 0298 LT Interest/Estate Easement Add Easement

Description SERVIENT TENEMENT: LOT 10, PLAN 49M113; BEING PART 10 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE

DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

Address BRAESIDE

Consideration

Consideration \$1.00

Transferor(s)

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

Name KDSA DEVELOPMENT CORP.
Address for Service

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 HYDRO ONE NETWORKS INC.
Address for Service P.C. Box 4300, Markham, ON L3R 5Z5

Statements

Schedule: See Schedules
This document is being registered pursuant to Inhibiting Order RE297706 registered on 2022/06/06

Signed By

Martin Zvi Black 1770 Woodward Drive, Suite 200 acting for Signed 2022 07 18
Ottawa Transferor(s)
K2C 0P8
Tel 613-722-0015
Fax 613-722-5932

I have the authority to sign and register the document on behalf of all parties to the document.

Martin Zvi Black 1770 Woodward Drive, Suite 200 acting for Signed 2022 07 18
Ottawa Transferee(s)
K2C 0P8
Tel 613-722-0015
Fax 613-722-5932

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

MARTIN Z BLACK LAW OFFICE 1770 Woodward Drive, Suite 200 2022 07 18
Ottawa
K2C 0P8
Tel 613-722-0015
Fax 613-722-5932

Fees/Taxes/Payment

Statutory Registration Fee \$66.30
Provincial Land Transfer Tax \$0.00
Total Paid \$66.30

File Number

Transferor Client File Number : KDSD004

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 57339 - 0289 SERVIENT TENEMENT: LOT 1, PLAN 49M113; BEING PART 1 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE
DOMINANT TENEMENT: SEE ATTACHED SCHEDULE
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57339 - 0297 SERVIENT TENEMENT: LOT 9, PLAN 49M113; BEING PART 9 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE
DOMINANT TENEMENT: SEE ATTACHED SCHEDULE
57339 - 0298 SERVIENT TENEMENT: LOT 10, PLAN 49M113; BEING PART 10 ON PLAN 49R-20098; TOWNSHIP OF MCNAB/BRAESIDE
DOMINANT TENEMENT: SEE ATTACHED SCHEDULE

BY: KDSA DEVELOPMENT CORP.
TO: HYDRO ONE NETWORKS INC.

1. CATHERINE BALLAH, LVR & SPECIALIZED SERVICES TEAM LEAD, REAL ESTATE

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 HYDRO ONE NETWORKS 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 deposed to.

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

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

4.

Explanation for nominal considerations:

LAND TRANSFER TAX STATEMENTS

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

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

- 1. 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.
- 2. 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:
- 3. (b) This is not a conveyance of "designated land".
- 4. 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.
- 5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
 LRO 49 Registration No. RE299968 Date: 2022/07/18

B. Property(s):

PIN 57339 - 0289	Address BRAESIDE	Assessment -
		Roll No
PIN 57339 - 0290	Address BRAESIDE	Assessment -
		Roll No
PIN 57339 - 0291	Address BRAESIDE	Assessment -
		Roll No
PIN 57339 - 0292	Address BRAESIDE	Assessment -
		Roll No
PIN 57339 - 0293	Address BRAESIDE	Assessment -
		Roll No
PIN 57339 - 0294	Address BRAESIDE	Assessment -
		Roll No
PIN 57339 - 0295	Address BRAESIDE	Assessment -
		Roll No
PIN 57339 - 0296	Address BRAESIDE	Assessment -
		Roll No
PIN 57339 - 0297	Address BRAESIDE	Assessment -
		Roll No
PIN 57339 - 0298	Address BRAESIDE	Assessment -
		Roll No

C. Address for Service: P.O. Box 4300, Markham, ON L3R 5Z5

D. (i) Last Conveyance(s):

PIN 57339 - 0289	Registration No.
PIN 57339 - 0290	Registration No.
PIN 57339 - 0291	Registration No.
PIN 57339 - 0292	Registration No.
PIN 57339 - 0293	Registration No.
PIN 57339 - 0294	Registration No.
PIN 57339 - 0295	Registration No.
PIN 57339 - 0296	Registration No.
PIN 57339 - 0297	Registration No.
PIN 57339 - 0298	Registration No.

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

E. Tax Statements Prepared By: Martin Zvi Black
1770 Woodward Drive, Suite 200
Ottawa K2C 0P8

SCHEDULE "B"

INTEREST / ESTATE TRANSFERRED – EASEMENT IN GROSS

1. **KDSA Development Corp.** (the "Transferor"), being the owner of **Lots 1 to 10 on Plan 49M-113**, in the **Township of McNab/Braeside**, being PIN No(s). **57339-0289 to and including 57339-0298 (LT)** (the "Lands") hereby grants to **Hydro One Networks Inc.** (herein called the "Transferee"), its successors and assigns, the exclusive, perpetual rights, easements, rights of way, covenants, agreements and privileges as herein set out in, through, under, over, across, along and upon that portion of the Lands more particularly described as Part(s) **1 to 10** on Plan **49R-20098** (the "Strip"):
 - (a) To erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time, an electrical transmission line or lines and communication line or lines consisting of all necessary poles and all necessary anchors with all necessary guys, braces, wires, cables, padmount equipment, if applicable, underground cable and associated material and equipment (all or any of which works are herein called the "Line");
 - (b) To enter on and erect, maintain and use such gates as the Transferee may from time to time consider necessary in any fences which are now or may hereafter be installed on the Strip by the Transferor;
 - (c) To enter on and mark the location of the Line under the Strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Transferor shall make of the Strip;
 - (d) (i) To enter on and selectively cut trees and shrubs on the Strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the Line;
(ii) To cut, prune and remove, if necessary, trees located outside the Strip whose condition renders them liable to interfere with the safe operation and maintenance of the Line;
 - (e) To conduct engineering and legal surveys in, on and over the Strip;
 - (f) To clear the Strip and keep it clear of all buildings, structures or other obstructions of any nature whatsoever (including septic systems, swimming pools and wading pools) including removal of any materials which in the opinion of the Transferee are hazardous to the Line. Notwithstanding the foregoing, in all cases where in the sole discretion of the Transferee the safe operation and maintenance of the Line is not endangered or interfered with, the Transferor from time to time or the person or persons entitled thereto, may with prior written approval of the Transferee, at the Transferor's own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines and fences (not to exceed 2 metres in height) on or under the Strip or any portion thereof, provided that prior to commencing any such installation, the Transferor shall give to the Transferee 30 days' notice in writing so as to enable the Transferee to have a representative inspect the site and be present during the

performance of the work and that the Transferor complies with any instructions that may be given by such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere with the Line. For clarity, the Transferor agrees it shall not, without the Transferee's consent in writing, change or permit the change of the existing configuration, grade or elevation of the Strip and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Strip shall be done or made unless consent therefore in writing has been obtained from Transferee;

- (g) To enter on, to exit from and to pass and repass at any and all times in, over, along, upon, across, through and under the Strip and so much of the Lands as may be reasonably necessary, at all reasonable times, for the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said Rights and easement subject to payment by the Transferee of compensation for any crop or other physical damage only to the Land caused by the exercise of this right of entry and passageway; and
- (h) To remove, relocate and reconstruct the Line on or under the Strip, subject to payment by the Transferee of additional compensation for any damage caused thereby.

2. This Transfer of Easement shall be subject to the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

3. This Transfer of Easement is given for the purpose of an electricity distribution or electricity transmission line within the meaning of Part VI of the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15. Sched B, as amended.

4. The Transferor agrees that 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 Strip and shall at any time and from time to time be removable in whole or in part by Transferee

5. 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.

6. All covenants herein contained shall be construed to be several as well as joint where the context or the identity of the Transferor/Transferee so requires.

7. The burden and benefit of this Transfer of Easement shall run with the Strip and the works and undertaking of the Transferee and shall be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.