

#CR 702687

THIS AGREEMENT made this 14th day of October, 1976;

BETWEEN:

702687

CONSENT
 AND
 Consent to Register under the Planning Act
 Granted this 10th Day of Jan. 1977
 Committee of Adjustment - City of Ottawa

JEDFRO INVESTMENTS LIMITED,
 Hereinafter called "Jedfro",
 OF THE FIRST PART:

MORRIS H. LEE
 Secretary-Treasurer
 Hereinafter called "Iwasykiw",
 OF THE SECOND PART:

WHEREAS:

1. Jedfro is the owner of Parcels B, D, F and H.
2. Iwasykiw is the owner of Parcels A, C, E and G.
3. Jedfro and Iwasykiw have agreed to enter into this Agreement to create and maintain a mutual right-of-way, common services and party walls between adjoining units.

This Agreement witnesses that in consideration of the mutual covenants and other good and valuable consideration, acknowledged and received, the parties agree each with the other as follows:

1. Unless context otherwise requires, in this Agreement the phrases set out below have the following meanings as more particularly described in Schedule "A" attached hereto.

- A. Parcel A means Part 1 on Reference Plan 4R-1898;
- B. Parcel B means Parts 2 and 3 on Reference Plan 4R-1898;
- C. Parcel C means Parts 4 and 5 on Reference Plan 4R-1898;
- D. Parcel D means Parts 6, 7 and 8 on Reference Plan 4R-1898;
- E. Parcel E means Parts 9, 10 and 11 on Reference Plan 4R-1898;
- F. Parcel F means Parts 12 and 13 on Reference Plan 4R-1898;
- G. Parcel G means Parts 14 and 15 on Reference Plan 4R-1898;
- H. Parcel H means Part 16 on Reference Plan 4R-1898;
- I. Right-of-Way means a mutual right-of-way of Parts 3, 5, 7, 8, 9, 10, 12 and 14 on Reference Plan 4R-1898 (the servient tenements) for ingress and egress to Parcels A, B, C, D, E, F, G, and H (The dominant tenements).
- J. Common Service Easement means an easement for existing

common lines, cables, pipes, conduits, systems, plants, vaults, and equipment for sanitary sewer, storm sewer, water, gas, electricity, telephone and cablevision services and replacements and addition thereto on, over or under Parcels A, B, C, D, E, F, G, and H.

K. Plan 4R-1898 means a plan of suvey of Lots 18, 19, 20 and 21 as shown on Registered Plan No. 53786 of the City of Ottawa.

2. The parties and their respective tenants and all those lawfully authorized by them shall at all times hereinafter be entitled to the mutual use and enjoyment in common of the Right-of-Way appurtenant to the interests of the other party in Parcels A, B, C, D, E, F, G, and H.

3. The owners of Parcels A, B, C, D, E, F, G and H covenant and agree with each other to share the cost of repairing, maintaining in its present condition and keeping passable at all times (including without limitation, the removal of snow) the Right-of-Way.

4. The parties and all those lawfully authorized by them shall at all times be entitled to the mutual use and enjoyment of common utility services and for this purpose each party grants to the other Common Service Easements over the parts of Parcels A, B, C, D, E, F, G, and H in which each party has some interest with the right of reasonable access to enter upon Parcels A, B, C, D, E, F, G, and H for the purpose of maintaining, repairing, renewing, reconstructing or replacing the services on, over or under the Common Service Easements.

5. The common walls between dwelling units constructed on Parcels A, B, C, D, E, F, G, and H are constituted as party walls to be continued and used as such forever. If it becomes necessary to repair or replace the whole or any portion of any one of the party walls, the expense of such repairing or rebuilding shall be borne equally by the owners of the contiguous units to the party wall, and any repairs or replacements shall be of the same quality and shall not affect the present limits of the adjoining parcels by alteration of the centre line of the said party wall.

6. Upon any assignment or disposition of their respective interest in Parcels A, B, C, D, E, F, G and H, the parties agree that the assignee or purchaser shall covenant to be bound by and comply with the terms of this Agreement. The parties agree to immediately sign the covenant of the assignee or purchaser obtained pursuant to this paragraph to the other parties.

7. The rights and obligations of the parties hereto shall cease when they respectively cease to have an interest, legal or equitable in any of Parcels A, B, C, D, E, F, G, and H, respectively, except that the termination of either the rights or obligations of either party shall in no event derogate from any rights accrued or obligations incurred by that party up to the date of termination.

8. The benefit and burden of all covenants and easements in this Agreement run with each of Parcels A, B, C, D, E, F, G and H.

9. This Agreement is for the benefit of the parties, their respective successors and assigns and the benefits and burdens of the covenants and easements in this Agreement is for the benefit and binding upon the owners from time to time of Parcels A, B, C, D, E, F, G and H.

IN WITNESS WHERE OF Morris Iwasykiw sets his hand and seal and Jedfro Construction Limited by its duly authorized signing officer sets its hand and corporate seal this 21 day of October, 1976.

Handwritten initials

Handwritten signature
MORRIS IWASYKIW

JEDFRO INVESTMENTS LIMITED

Per: *Handwritten signature*



702687

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and being composed of Lots 18, 19, 20 and 21 on the north side of Strathcona Avenue as shown on a plan registered as No. 53786 designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 on a reference plan of survey filed in the Land Registry Office No. 4 as No. 4R-1898.

THE COMMITTEE OF ADJUSTMENT
FOR THE CORPORATION OF THE
CITY OF OTTAWA

702687

IN THE MATTER OF an application to the Committee of Adjustment
for The Corporation of the City of Ottawa for Consent in respect
of a by-law passed under Section 29 of The Planning Act.

I, EDGAR H. LEE, of the Committee of Adjustment
of the City of Ottawa, make oath and say that:

1. I am the Secretary-Treasurer of the Committee of Adjustment for The Corporation of the City of Ottawa.
2. The said Committee is composed of 5 members.
3. On the 22nd day of January 1976,
3 members, constituting a quorum,
heard the said application.
4. A majority of the members who heard the application
concurred in and signed the decision to grant the
Consent.

SWORN before me at the
City of Ottawa in the
Regional Municipality of
Ottawa-Carleton, this 10th
day of January 1977

Edgar H. Lee

Barry Raymond Carr

A Commissioner, Etc.

"BARRY RAYMOND CARR, a Commissioner to administer oaths and take affidavits, in and for the Municipality of Ottawa, has in person, the said Barry Raymond Carr, a Commissioner to administer oaths and take affidavits, in and for the Municipality of Ottawa, taken the said oath and for work in connection with this office only."

702687

The Planning Act

CERTIFICATE OF SECRETARY-TREASURER

Pursuant to subsection 20 of section 42 of The Planning Act I certify that the Consent of The Committee of Adjustment of the City of Ottawa was given on the 22nd day of January, 1976 to the transaction to which the within instrument relates, as shown on the schedule attached.

... 

Edgar H. Lee
Secretary-Treasurer

DATED this 10th day
of January 1977 .

B-1935 to
B-1942

JEDFRO INVESTMENTS LIMITED

Agreement With

MORRIS IWASYKIW

702687

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ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and being composed of Lots 18, 19, 20 and 21 on the north side of Strathcona Avenue as shown on a plan registered as No. 53786 designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 on a reference plan of survey filed in the Land Registry Office No. 4 as No. 4R-1898.

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No. 2:32 of 2:32 clock
Land Registry Division of Ottawa No. 4
I CERTIFY that this instrument is registered as of
October 14, 1976

JAN 12 1977
JEDFRO INVESTMENTS LIMITED

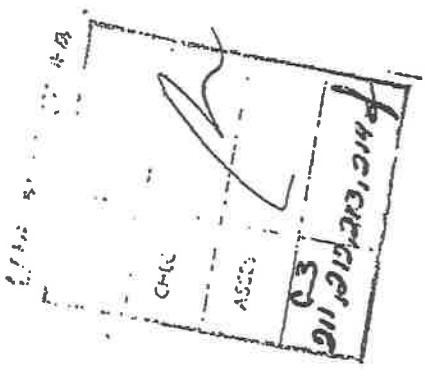
- and -
MORRIS IWASYKIW

Quirk

LAND REGISTRAR

AGREEMENT

SOLOWAY, WRIGHT, HOUSTON,
GREENBERG, O'GRADY, MORIN
Barristers and Solicitors
170 Metcalfe Street
Ottawa, Ontario



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AF:sth
Printed Amount Paid & Charged

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