

January 14, 2019

Delivered Via Email: riccardo.cosentino@snclavalin.com

TransitNEXT

c/o Riccardo Cosentino

cc: Marishka Pinto - Marishka.Pinto@snclavalin.com

RE: Request for Proposals ("RFP") to Design, Build, Finance and Maintain the Trillium Line Extension Project (the "Project")
RFP No. 09717-94065-P01

Dear Mr. Cosentino:

Further to the formal notification of TransitNEXT as the First Negotiations Proponent on November 16th, 2018, and the subsequent series of negotiation meetings which occurred between November 20th, 2018 and the date of this letter, the Sponsor is seeking TransitNEXT's confirmation prior to any approval, recommendation or consideration with respect to the identification of Preferred Proponent by the Sponsor that TransitNEXT is in agreement with the principles and/or agreements set forth below. A written confirmation will permit the Sponsor to confirm to TransitNEXT that the Executive Steering Committee responsible for the governance of the Project will confirm that TransitNEXT will be the Proponent that will be recommended to the City Council for approval as the Preferred Proponent.

1. Proposal Validity Period. TransitNEXT acknowledges and agrees, pursuant to RFP Section 5.6, that the Proposal Validity Period set forth in RFP Section 5.4 is extended to a period of 189 days after the Submission Deadline or until Financial Close, whichever occurs first.
2. Preferred Proponent / Commercial Close / Financial Close Protocol. TransitNEXT and the Sponsor agree that the Commercial Close and Financial Close process will be scheduled based on a Preferred Proponent notification targeted date of February 19th, 2019, a Commercial Close Target Date of March 22nd, 2019 and Financial Close Target Date of March 29th, 2019, or such other dates as may be agreed by TransitNEXT and the Sponsor in writing. The City agrees that it will provide notice as soon as possible of any change or delay in the Preferred Proponent notification targeted date outlined above and the City and TransitNEXT will meet as soon as possible thereafter to discuss any potential changes to the Early Works scope outlined in Schedule C and other steps, including but not limited to, the City undertaking certain Early Works tasks, that could mitigate any implications of such change on the Scheduled Substantial Completion Date outlined in paragraph 6 below.
3. Project Agreement. TransitNEXT acknowledges and agrees that the final version of the Project Agreement at the Submission Deadline was Version 5.0, as amended by Addenda 19 - 30 inclusive. TransitNEXT will enter into Version 5.0 of the Project Agreement, as amended by Addenda 19-30, inclusive, subject to RFP Section 8.1 and RFP Section 9.2(1), and subject to the matters set out in this letter.

4. Non-Conformance Items List. Any matter noted by the Sponsor at any time as technically non-conformant shall be brought into technical conformance by TransitNEXT to the satisfaction of the Sponsor, at TransitNEXT's sole cost and expense and without any adverse impact on the Project schedule. Without limiting the foregoing, TransitNEXT agrees to address areas of non-conformance noted in Schedule A – Non-Conformance Items List attached to this letter according to the agreed-upon resolution therein, at no additional cost or expense to the Sponsor. TransitNEXT agrees that the inclusion of Schedule A – Non-Conformance Items List in this letter does not limit the obligation of TransitNEXT to fully comply with the requirements of the Project Agreement, including Schedule 15 – Output Specifications.
5. PSOS / Proposal Extracts. TransitNEXT acknowledges and agrees that this letter, including Schedule A – Non-Conformance Items List and all attachments hereto, shall be deemed to form part of TransitNEXT's Proposal and, in the event that TransitNEXT is named Preferred Proponent in accordance with the RFP, resolutions contained herein shall be included in Project Co Proposal Extracts forming Schedule 13 to the Project Agreement and, as applicable, reflected in revisions to Schedule 15 – Output Specifications of the Project Agreement. TransitNEXT further confirms that, except for those parts of TransitNEXT's Proposal which are, in accordance with the Project Agreement, incorporated by explicit reference into the Project Agreement, including by the Project Co Proposal Extracts, on Financial Close, the RFP and TransitNEXT's Proposal will be superseded entirely by the Project Agreement.
6. Scheduled Substantial Completion Date. TransitNEXT acknowledges and agrees that the Scheduled Substantial Completion Date included in its Proposal shall now be updated to reflect a Scheduled Substantial Completion Date of August 10, 2022, which reflects the additional time in the Proposal Validity Period acknowledged and agreed to in item 1 above. TransitNEXT acknowledges and agrees that it will work with the City to use reasonable commercial efforts to negotiate to achieve a Scheduled Substantial Completion Date of August 1, 2022 on or prior to Financial Close.
7. Airport Station. TransitNEXT's proposal for Airport Station includes a Station Platform located less than the maximum permitted by Project Agreement Schedule 15-2, Part 4, Section 3.13 (a)(i), as indicated on drawing Number - 646120-BBA-S3AP-44DK-2001, "Airport Station Overall Floor Plan – Platform", included in TransitNEXT's Proposal. The Platform location as presented in such drawing is acceptable to both the Sponsor and OMCIAA. In the event the distance between the end of track device and the Station Platform is required to be increased during the design and construction of the Project, TransitNEXT agrees that it shall, at no cost to the Sponsor and without additional compensation or schedule relief under the Project Agreement:
 - a) design and construct the Platform area as indicated on Proposal drawing 646120-BBA-S3AP-44DK-2001 for access into the Airport Passenger Terminal Building Expansion from the south and east;
 - b) design and construct additional platform length in excess of that indicated on Proposal drawing 646120-BBA-S3AP-44DK-2001 to allow the initial 40 metre minimum Platform length for the boarding and alighting of passengers;
 - c) provide a Platform edge barrier where Platform length is provided beyond the train

stopping location on the Platform to prevent passengers from entering the Guideway when a Train is at the stopping location on the Platform;

- d) inclusive of any additional Platform not indicated on Proposal drawing 646120-BBA-S3AP-44DK-2001, provide and equip the entire Platform, with all Project Agreement-required amenities, including, without limitation, weather protection (windscreen and roof, snow melting system, signage, etc.); and
 - e) TransitNEXT hereby acknowledges and agrees that such design and construction of any additional Platform length shall not relieve TransitNEXT of the requirement to design and construct same so as to allow the Platform to be extended to 77 meters to accommodate future train consist.
8. Compensation on Termination. TransitNEXT hereby acknowledges and agrees that the final version of the Maintenance and Rehabilitation Contract will remove the M&R Breakage Fee specified in Section 47.1B of the draft submitted with TransitNEXT's proposal, conditional upon the Sponsor agreeing to include the equivalent economic rights to such M&R Breakage Fee in the Compensation of Termination provisions of the Project Agreement and with the understanding that such rights may be dropped down to the Maintenance and Rehabilitation Contractor through the corresponding provisions of the M&R Contract. Nothing herein shall reduce or limit the Sponsors' right to diligence the form of the Maintenance and Rehabilitation Contract until Financial Close.
9. Hold Co Loan Interest Rate. TransitNEXT hereby acknowledges that as between the Sponsor and TransitNEXT, TransitNEXT will assume any interest rate risk between the rate of 5.35% and the rate actually secured in connection with the HoldCo Loan.
10. Separation of Cost Items. TransitNEXT and the Sponsor agree to work collaboratively to separately identify cost items in the cost-loaded schedule and/or financial model, as applicable, for which the Sponsor requires separate reporting, including, without limitation, costs associated with New Municipal Infrastructure and costs associated with the Limebank extension.
11. Pre-Early Works Matters. TransitNEXT and the Sponsor agree to the pre-early works meetings as set out in Schedule B attached hereto and shall each make commercially reasonable efforts to adhere to the pre-early works meeting schedule as set out therein or as the same may be modified upon mutual agreement between the Sponsor and TransitNEXT.
12. Early Works Matters. TransitNEXT and the Sponsor agree in connection with the Early Works scope outlined in Schedule C attached hereto that the Lands identified in such Schedule C shall be made available upon Preferred Proponent notification by the Sponsor for the activities to be undertaken by TransitNEXT and outlined in Schedule C. TransitNEXT and the Sponsor agree that the Early Works scope outlined in Schedule C contain critical seasonally dependent activities and critical Early Works that are a prerequisite to the delivery of the Project on the Scheduled Substantial Completion Date as noted under item 6 above.
13. Lands. Notwithstanding paragraph 3 above, TransitNEXT and the Sponsor agree that the updated version of Schedule 33 (Lands) to the Project Agreement, attached hereto as Schedule D, shall be the version used at Financial Close.



Nothing in this letter shall vary TransitNEXT's or the Sponsor's rights and obligations under the RFP. All capitalized terms used but not defined in this letter shall have the meanings given to them in the RFP or Project Agreement, as applicable.

You are also reminded that this correspondence constitutes Confidential Information within the meaning of Section 3.8.3 of the RFP and it is your obligation to treat it as confidential. You must obtain the Sponsors' prior written consent before making any media release or public announcement with respect to the RFP Process or the Project.

The Sponsors look forward to receiving your sign-back acknowledging agreement and acceptance of the matters described above by 4:00 p.m. (Ottawa time) on January 15, 2019, returned to the attention of the Contact Person. It is the intent of the Sponsors to issue the Preferred Proponent notification in accordance with Section 9 of the RFP on or about the date identified in item 1 above, following the receipt of your sign-back of this letter and receipt of all necessary authorizations and approvals.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Swail', written over a horizontal line.

Chris Swail
Director, Stage 2 Project Office
City of Ottawa

TransitNEXT acknowledges, accepts and agrees to the terms above.

A handwritten signature in blue ink, appearing to read 'Riccardo Cosentino', written over a horizontal line.

Riccardo Cosentino Vice President, Investment Development
SNC-Lavalin Capital Inc.

Cc: Magda Sabat - Magda.Sabat@snclavalin.com



SCHEDULE A – NON-CONFORMANCE ITEMS LIST

See attached.

The attached list does not limit the obligation of TransitNEXT to fully comply with the requirements of the Project Agreement including, without limitation, Schedule 15 – Output Specifications.

SCHEDULE A – NON-CONFORMANCE ITEMS LIST

	Project Agreement Reference	Non-Conformance	Resolution
1.	Project Agreement Article 16	TNext proposal page 1.1-22 states that TNext will "conduct a walkthrough of the existing line with the City representatives prior to the shutdown, ensuring the condition of assets is as anticipated and capturing any concerns". Please provide confirmation that Transit Next understands that the proposed walkthrough and exercise to "capture concerns" cannot alter Project Co's obligations under the Project Agreement with respect to the condition of Existing Trillium Assets.	Agreed and confirmed that no walkthrough or other investigation of assets will affect Project Co's obligations under the Project Agreement with respect to the condition of Existing Trillium Assets ¹ . TNext will receive interim maintenance records only for the exiting vehicle fleet. ²
2.		TNext proposal page 2.4-18 states "We will however require further information on the vehicle metrics to confirm the vertical gap can be met at the Alstom LINT door threshold". TNext proposal page 2.6-7 states "TransitNEXT understands that the City is actively trying to obtain the documentation from Alstom". Please provide confirmation that TNext understands that no further information of any nature whatsoever from the City is forthcoming as it relates to the Alstom Vehicle Fleet and that TNext must meet all requirements of the Project Agreement.	Agreed and confirmed that no further information is forthcoming from the City in respect of the Alstom Vehicle Fleet, and that the vertical gap will be met at the Alstom LINT door threshold. After TNext is recommended as Preferred Proponent, TNext will be allowed to communicate with Alstom and any third party stakeholders in accordance with the terms and conditions of the Early Works Agreement, if any, entered into at that time.
3.	15-3 Appendix B Table 6.3; 15-3 Appendix C Table 2.1	Confirm TNext's program with respect to capital and / or lifecycle upgrades to the Rideau River Bridge to operate safely and achieve the required handback requirements for that structure. The background information includes numerous certified reports which indicate that short term rehabilitation is required to the superstructure.	TNext conducted a detailed inspection of the Rideau River Bridge with its qualified bridge inspectors and specialized hi-rail bridge access equipment in November 2017. This detailed inspection along with the background reports, allowed TNext to evaluate the current condition and future deterioration of the structure to safely meet the requirements of 15-3 Appendix B Table 6.3; 15-3 Appendix C Table 2.1

¹ "Proper maintain" is not a standard under the Project Agreement, the responsibilities are clear under the PA.

² No further information is forthcoming on the existing infra assets, this has been made clear throughout.

			<p>TNext will meet these requirements through the following program of works:</p> <p>Construction Phase</p> <ul style="list-style-type: none"> - Seismic stabilization by installing rock anchors (either external or internal) on existing piers, - Selective bridge superstructure structural elements rehabilitation/retrofit to deal with corrosion related issues and bring BCI above 70 by the end of the initial construction period <p>M&R Phase</p> <ul style="list-style-type: none"> - Periodic inspections and maintenance as required. Increased inspection frequency as component based on asset condition - Condition based asset inspection and projected maintenance needs of superstructure members and completion of substructure repairs in order to maintain a BCI of 70 or greater. - Major remedial structural work is not expected at the end of the M&R phase.
4.	RFP Schedule 3-1 Article 2.3 c requires the proposed S&TCS "solution"	TNext to confirm the nature and details of the precise signaling system to be implemented.	TNext to provide, at minimum, a coded track circuit signalling system as described in its Proposal.
5.	15-2 Part 1 Article 2.1 b; 15-2 Part 1 Article 5.2 d	<p>TNext to confirm the understanding of the maintenance requirements that take place after financial close and prior to revenue service, specifically in respect of the following:</p> <ul style="list-style-type: none"> - Maintenance of track between Greenboro and NRC spur after taking possession / occupancy of this section 	<p>TNext confirms and agrees to the following;</p> <ul style="list-style-type: none"> - <i>Maintenance of track between Greenboro and NRC spur after taking possession / occupancy of this section of track</i> – TNext is responsible to maintain any track not removed as part of the construction works. Responsible for reinstating any track and certifying the track to a class 4 standard to allow for NRC freight movements as

		<p>of track</p> <ul style="list-style-type: none"> - Operation and maintenance of VIA diamond after May 2020 prior to decommissioning of signals and equipment - Operation and maintenance of Walkley interlocking after May 2020 prior to handover of operations to the City; maintenance obligation remains in place and regular CN movements will occur throughout the construction term - Maintenance of the Trillium Line for testing and training purposes <p>Please acknowledge these obligations and an overview of the plans with respect to such obligations.</p>	<p>per the NR Rail Car Transfer agreement schedule.</p> <ul style="list-style-type: none"> - <i>Operation and maintenance of VIA diamond after May 2020 prior to decommissioning of signals and equipment</i> – TNext plans to have approved IFC design and decommissioning plan prior to May 2020. In order to decommission and plain line through ASAP post May 2020. TNext shall install temporary fencing, with barriers fully segregating VIA from our worksites north and south. Prior to decommissioning TNext will be responsible for dispatching and maintenance. This will be managed through our rail co-ordinator. We will put measures in place not occupy the Trill interlocking, giving the VIA line a continuous clear signal. - <i>Operation and maintenance of Walkley interlocking after May 2020 prior to handover of operations to the City; maintenance obligation remains in place and regular CN movements will occur throughout the construction term</i> – TNext acknowledges it is responsible for maintaining and rail traffic control east and west across the diamond and will work with the City and CN through TNext's rail co-ordinator to manage this interface, with control measures and processes put in place to adhere with CROR and CN operating rules. With the information we have to date our understanding is that the CN line signals are autos and there is no control of individual signals from the CN Rail Control Centre. The signals change based on track occupancy. Our current plan is to keep the Trillium interlocking unoccupied which will be achieved through barriers/fencing and/or a temporary wiring arrangement on the CN signaling equipment order for the CN line to be continuously clear. Any access north and south will be managed through track occupancy PE and flagmen.
6.	Schedule 15-2 Part 4 Article 1.3 c	Confirm TNext will meet the requirements outlined in Article 1.3c of Schedule 15-2 Part 4 (Bird Friendly Glass).	Agreed and confirmed that TNext will provide the required glazing as per the requirements of Schedule 15-2 Part 4 Article 1.3 c.

7.	Schedule 15-2 Part 4 Article 2.2	TNext to confirm that the new elevator at Carling Station abides by OBC and NFPA requirements with respect to minimum platform width also considering the proposed design shows doors opening out onto a narrow section of platform.	Agreed and confirmed that TNext will provide a fully code compliant design solution as per the drawing(s) attached here to as Attachment 1 – Carling Station.
8.		Please provide details of the signal system proposed for Walkley Yard.	The signal system to the mainline shall be a coded track circuit controlled by the TOCC. The yard shall be a local control system in accordance with Project Agreement requirements. Connection to the mainline is coded track circuits controlled by the TOCC. The yard is locally controlled through a centralized train yard control system.
9.	RFP Schedule 3-1 Article 1.7	TNext to provide its Systems Integration Management Plan.	TNext's Systems Integration Management Plan is attached hereto as Attachment 2 – Systems Integration Management Plan.
10.	Schedule 15-2 Part 7 Article 4.5 e i	TNext to confirm the proposed closure of the Airport Loading Dock is from February 21, 2020 until November 16, 2020. This will be communicated to the Airport Authority and will become a contractual requirement for the Proponent.	Agreed and confirmed, as per the revised PBS-1 Schedule attached hereto as Attachment 3 – Revised PBS-1.
11.	Schedule 15-2 Part 1 Article 5.2 d I B	The proposed start date of NRC Access Window #5 (October 13, 2020) exceeds the maximum six (6) month maximum shutdown period - this must be updated to comply with the obligations under the Project Agreement.	Agreed and confirmed, as per the revised schedule reflecting a 6 month access window attached hereto as Attachment 3 – Revised PBS-1.
12.	15-2 Part 2 Article 1.2 (a) (ii) C 15-2 Part 2 Article 3.8 b iv 15-2 Part 2 Article 2.9	The requirement to locate the northern switch of the Brookfield siding at Sta 30+680 was not met. Ellwood Grade Separation design will need to be revised to accommodate the northern switch on a maximum tangent grade of 2%. Confirm that the turn-out locations for the Brookfield siding will be amended to match the requirements of the PSOS and the Ellwood	The revised solution for the north turnout is reflected in the revised drawings attached hereto as Attachment 4 – Brookfield Siding Revised Switch Plan and Profile. The south turnout shall be located to provide the minimum passing siding length of 0.86km required by Schedule 15-2 Part 2 Article 1.2 a ii C.

	b vi	Grade Separation design will be modified to suit. South turnout needs to be moved to achieve a conformant siding length and retrofitted for groundborne noise vibrations issues.	
13.	<p>15.2 Part 1 Article 2.7 a ii v L (two-track station).</p> <p>Schedule 15-2 Part 4 Article 2.7 e v D vii (Requirement for shelters on both Northbound and Southbound platforms).</p> <p>Schedule 15-2 Part 1 Article 3.6 d iv (Requirement for dwell times on both Northbound and Southbound platforms)</p> <p>Schedule 15-1 Definition of Dwell Time.</p> <p>Schedule 15-2 Part 4 Article 1.2 h v (Project Co design to comply with conditions of NCC September 14, 2017 letter)</p>	A single revenue-service platform at Uplands Station is non-conformant, TNext will need to revise its design accordingly.	The Sponsor accepts the revised design for Uplands Station submitted by TNext and attached here to as Attachment 5 – Uplands Station, indicating two side platforms with ramp, stair and provision for future elevator access to each platform.
14.	15-2 Part 4 Article 3.12 d	NOR-S3UL-44DK-2001, NOR-S3UL-44DK-3001 - Please confirm that Uplands Station will have a minimum 6m wide non fare paid connection to allow	The revised compliant solution is reflected in the revised drawings attached hereto as Attachment 5 – Uplands

		access from the north to the EY Centre as part of the requirements for Substantial Completion. The Transit Next submission refers to this connection as "future".	Station.
15.	15-2 Part 4 Articles 1.2 f, h v. 15-2 Part 4 Article 1.3 b 15-2 Part 4 Article 1.1 a	Narrative 2.4-16 thru 8, various drawings, NOR-STLT44DK-2001 & NOR-S1-EA-44DK-2001. Proponent has excluded elevators and public stairs at Bowesville and Leitrim Stations. This is non conformant with the requirement for stations to be designed for efficient passenger flow and to minimize the customer effort when transferring between modes of transportation. Further, Bowesville & Leitrim ramps from Entrance level to Platform contain 90 degree corners and are non-conformant with CPTED requirements.	The revised compliant solution for Leitrim Station including elevators, ramps and public stairs is reflected in the revised drawings attached hereto as Attachment 6 – Leitrim Station. TNext agrees to provide the same compliant solution for Bowesville Station including elevators, public stairs and ramps.
16.	15-2 Part 4 Article 2.2	NOR-S1LT-44DK-2001. Second means of egress from Platform level does not lead to a public way as required by OBC, please confirm.	TNext agrees to be fully compliant with OBC.
17.	15-2 Part 2 Article 1.1 (c), 15-2 Part 2 Article 4.5 (c) (i), 15-2 Part 2 Appendix C	Please confirm that Earl Armstrong, Leitrim and Lester grade separations will be revised to an E80 freight loading design standard as required by the PSOS.	Earl Armstrong, Leitrim and Lester grade separations will be revised to an E80 freight loading design standard as required by the PSOS. The Sponsor agrees to add an exception to Schedule 15-2 Part 2 Article 1.1 c which allows non-freight approach gradients to the Earl Armstrong grade separation provided there is future provision for a freight alignment along the existing rail corridor.
18.	Schedule 9 Article A	Please Provide an alternate M&R Director who has maintenance experience in similar projects; candidate does not meet Schedule 9 requirements.	The Sponsor accepts that TransitNEXT will provide a suitable KI candidate prior to Financial Close.
19.	15-2 Part 2 Article 4.8 c xxii; 15-2 Part 2 Article 4.5 c I A; 15-3 Appendix B	TNext's approach to the Rideau River Bridge to achieve required loading requirements (with speed restrictions) is non conformant. Further, lack of provision of handrail is non conformant.	At a minimum, the following scope items are agreed to be included in the revised compliant solution for the capital works program for the Rideau River Bridge: <ul style="list-style-type: none"> • The handrail system will be upgraded to comply

	Table 4.1 c "Ensure there are no load limitations or speed reductions to Trillium Line operation"		<p>with PSOS.</p> <ul style="list-style-type: none"> • Replacement of span 2 and span 4 bearings to ensure the safe transfer of loads from superstructure to substructure. • Repoint all stone masonry joints in the south abutment and wingwalls. • Repair deteriorated masonry stones in the south abutment and wingwalls. • To the extent not completed prior to Financial Close, remove the existing deteriorated parging, reface the north abutment and wingwalls and install wall drains through the wingwalls to prevent build-up of water behind the abutment. • Remove existing concrete refacing and reface pier #1. • Repoint deteriorated stone masonry joints in pier #2 and Pier #3 shafts. • Remove and replace the concrete collars at the base of pier #2 and pier #3 shafts. • Repair spalled and delaminated areas of concrete at the top of the South Abutment.
20.	15-2 Part 2 Article 1.2 (b) (i) G	Confirm the 200m run-out for the NRC spur as required by the PSOS will be provided.	Agreed and confirmed that TNext will provide a 200m runout as per 15-2 Part 2 Article 1.2 (b) (i) G to the south of the existing entrance turnout to the NRC.
21.	Schedule 15-2 Part 5 Article 1.1 c iii	Describe the manner pursuant to which TNext intends to satisfy the requirement to have at least two independent points of access to the yard as a connection through the CN Yard is not compliant. Please confirm via updated design that TNext	TNext agrees to work with the City within the current Lands constraints and in accordance with the CN Interlocking agreement to assure at least two independent points of access to the yard are provided

		understands the scope of the interim projects for Walkley interlocking by undertaking a review the interim project details to ensure there is clarity on the current functionality of the system.	as required by 15-2 Part 5 Article 1.1 c iii.
22.	Schedule 15-2 Part 5 Article 1.5 b	The proposed design includes double slip switches which are non-conformant with Schedule 15-2 Part 5 Article 1.5 b which states that "The switches within the New Walkley Yard shall be of the same type as used elsewhere on the Expanded Trillium". The proposed design does not use double slip switches elsewhere on the Expanded Trillium Line. Please confirm you will update the design accordingly.	Schedule 15-2 Part 5 Article 1.5 b will be modified to allow the use of a maximum of two (2) double slip switches in the Yard, provided the switch machines and heaters for those slip switches are consistent with those used elsewhere on the Trillium Line.
23.	Schedule 15-2 Part 1 Article 4.3 a i; Schedule 15-2 Part 5 Article 1.1 c viii	The use of tent structures is non conformant with the PSOS design life requirements for the Walkley Yard, please update the design accordingly.	The tent structures are not maintenance building structures but additional interim winter protection measures with respect to storage, sanding and flexibility of wheel lathe operations in the winter. These winter protection measures (tent structures) will be renewed/restored during the maintenance period and renew/restored prior handback to meet all applicable handback requirements.
24.	Schedule 15-2 Part 5 Article 1.2 a vi	The design of the OC Spaces at Walkley Yard does not meet the intent with respect to the shower spaces. Two shower stalls are not equivalent to two shower rooms. Please confirm the design will be updated to reflect to shower rooms.	Agreed and confirmed that TNext shall provide two shower rooms as per the requirements of the PSOS.
25.	Schedule 15-2 Part 5 Article 6.4 e i	Drawing: NOR S4WN 47DK 2003 - Generator is undersized to meet requirement of total facility load plus 25% for future expansion/loads. Please confirm the design will be updated to include an appropriate generator.	Agreed and confirmed that the generator capacity will be confirmed based on the final design and provided with the additional 25% capacity in accordance with PSOS requirement, Schedule 15-2 Part 5 Article 6.4 e i.
26.	Schedule 9 Article A	Please provide an alternate Design Manager; candidate does not meet Schedule 9 requirements.	The Sponsor accepts Trevor Brenham as the Design Manager.

27.	Schedule 9 Article A	Please provide an alternate Systems Integration Manager; candidate does not meet Schedule 9 requirements.	The Sponsor accepts Frank Fitzgerald as the Systems Integration Manager
28.	Schedule 9 Article A	Please provide an alternate Communications & Stakeholder Engagement Director; candidate does not meet Schedule 9 requirements.	The Sponsor accepts that TransitNEXT will provide a suitable KI candidate prior to Financial Close.
29.	Schedule 15-2 Part 5 Article 1.3 b	Drawing: NOR SWF 44DK 1000 - the Project Agreement requirements preclude the use of stub ended tracks for storage, please update the design accordingly.	The Sponsor agrees that the use of diagonal track #5 satisfies the requirement outlined in Schedule 15-2 Part 5 Article 1.3 b.
30.	Schedule 15-2 Part 1 Article 5.4 (l) (ii) A	Submitted PBS-1 has incorrect Fare Control delivery dates, please update PBS-1 with correct dates.	Corrected dates have been included in the revised PBS-1 Schedule attached hereto as Attachment 3 – Revised PBS-1.
31.	Schedule 15-2 Part 2 Article 4.8 c) iv) A) ii)	Bowesville Road Bridge dwg 43dk-1051. Section 1 and Section 2 show a single track with a future track. The structure is to carry both NB & SB tracks, not just allow for a future track, please confirm this is your understanding.	Agreed and confirmed that the Bowesville Road Bridge shall be a double track structure carrying both NB & SB tracks, as indicated in the reference track design.
32.	15-2 Part 6 Article 4.4, (c), (xi), C	646120-SLV-S267-43DK-2301. LED lighting in guardrail not indicated, please confirm these will be included.	Agreed and confirmed that TNext shall provide integrated rail lighting along the full length of pedestrian bridge as per the PSOS.
33.	15-2 Part 1 Article 4.3 a i; 15-2 Part 5 Article 1.1 c viii	2.5(1)(f)(v), pages 16 - 21 Does not address specifically the 30/40 year life for equipment and buildings respectively. Refers only to 27 year concession	Agreed and confirmed that MSF Building shall have a 40 year design life. TNext's maintenance plan shall include periodic inspections and preventive maintenance as per manufacturer recommendations to meet asset preservation and hand back requirements of Schedule 15-3. A 30 year design life cannot be achieved for maintenance equipment, however equipment will be rehabilitated and meet the residual life requirements at hand back.

34.	15-2 Part 1 Article 5.3 a	Completion of Airport Civil Works is shown as 02-Dec-2020, confirm such works will be complete on 30-Nov-2020.	Agreed and confirmed, as per the revised schedule attached hereto as Attachment 3 – Revised PBS-1.
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Attachment 1 – Carling Station

[Attached]

Attachment 2 – Systems Integration Management Plan

[Attached]

Attachment 3 – Revised PBS-1

[Attached]

Attachment 3

Trillium Line Extension Proposal - Works Schedule (PBS-1) Cost Loaded rev 20181119		0_Trillium Working schedule				17-Nov-18 14:27																														
Activity ID	Activity Name	OD	Start	Finish	646120 - TRL Comments	2019				2020				2021				2022																		
						D	J	F	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
Trillium Line Extension Proposal - Works Schedule (PBS-1) Cost Loaded rev 20181119																																				
KEY DATES & MILESTONES (MIL)																																				
Contract Milestones																																				
TMILE-1070	FINISH DOCK CLOSER AT AIRPORT (Max 9 months = Nov-16-2020)	0d		16-Nov-20*	Ref to Non-Conformance 12																															
Secondary Work Milestones (Schedule 12 - Section 3.5)																																				
NRC Window																																				
TMILE-1900	NRC Access Window #5 (Oct-10-2020)	0d		10-Oct-20	Ref to Non-Conformance 13																															
Constrained Duration Worksites (Schedule 12 - Section 3.6)																																				
TMILE-2020	Airport Loading Dock (270 days) (POS15-2 part 4 sec3.13)	270d	21-Feb-20	16-Nov-20	Ref to Non-Conformance 12																															
Owner Obligations																																				
City Fare Delivery & Installation																																				
TMILE-1980	City delivery of Fare Control Equipment delivery & Installation - Segment 1 (MAR-22-2022)	20d	31-Mar-22	29-Apr-22	Ref to Non-Conformance 34																															
TMILE-2000	City delivery of Fare Control Equipment delivery & Installation - Segment 3 (MAY-02-2022)	10d	02-May-22	13-May-22	Ref to Non-Conformance 34																															
TMILE-1990	City delivery of Fare Control Equipment delivery & Installation - Segment 2 (MAY-16-2022)	35d	16-May-22	05-Jul-22	Ref to Non-Conformance 34																															
CONSTRUCTION & INSTALLATION (CON)																																				
Structure Construction																																				
New Structures																																				
Elevated Guideway to OMCIA Terminal (10+000) - (10+786)																																				
Section A - General (10+000) (10+471)																																				
TAREG-4400	Elev. Guideway to OMCIA - Seg A Stg 01 - Ready for Construction	0d	21-Feb-20		Ref to Non-Conformance 12																															
TAREG-6190	Elev. Guideway to OMCIA - Seg A Stg 01 - Start Closure	0d	21-Feb-20		Ref to Non-Conformance 12																															
TAREG-4410	Elev. Guideway to OMCIA - Seg A Stg 01 - Implement Traffic Control Management Plan	2d	21-Feb-20	24-Feb-20	Ref to Non-Conformance 12																															
TAREG-4420	Elev. Guideway to OMCIA - Seg A Stg 01 - Temporary Relocation of Utilities	5d	25-Feb-20	02-Mar-20	Ref to Non-Conformance 12																															
TAREG-6210	Elev. Guideway to OMCIA - Seg A Stg 01 - Finish Closure	0d		03-Nov-20	Ref to Non-Conformance 12																															
Section A - Finishing and Demobilization Pier#1 to Pier #6																																				
TAREG-5650	Elev. Guideway to OMCIA - Seg A Stg 05 - Landscaping Backfill & Grading	5d	12-Nov-20	18-Nov-20	Ref to Non-Conformance 34																															
TAREG-5660	Elev. Guideway to OMCIA - Seg A Stg 05 - Reinstate Temporary Utilities	5d	12-Nov-20	18-Nov-20	Ref to Non-Conformance 34																															

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
▬ Primary Baseline
 ▬ Remaining Work
 ◆ Baseline Milestone

Attachment 4 – Brookfield Siding Revised Switch Plan and Profile

[Attached]

Attachment 5 – Uplands Station

[Attached]

Attachment 6 – Leitrim Station

[Attached]



SCHEDULE B – PRE-EARLY WORKS MEETINGS

See attached.

PRE - EARLY WORKS PRIOR TO FEBRUARY 19, 2019 PREFERRED PROPONENT

A. INTRODUCTION TO PROPOSED ALTERNATIVE AIRPORT ALIGNMENT - TRACK ALIGNMENT

	Date	Time	Location	Agenda Provided
Kickoff Meeting Update Meeting (TBD)	Tuesday, December 11, 2018	10:30am-1:00pm	TBD by Sponsor	Presentation Material to be provided Mon December 10, 2018

B. TREE CUTTING PROGRAM

	Date	Time	Location	Agenda Provided
Kickoff Meeting 1 (TC 1)	Friday December 7, 2018	1:00pm-2:00pm	TBD by Sponsor	YES - TC 1 AGENDA
Update Meeting 2 (TC 2)	Friday January 17, 2019	1:00pm-2:00pm	TBD by Sponsor	
Tentative Permit Submission	Monday, January 21, 2019			
Pre-Onsite Meeting 3 (TC 3)	Friday February 1, 2019	1:00pm-2:00pm	TBD by Sponsor	
- Placeholder Early Works Agreement Date -	Monday, February 18, 2019			
Tentative Mobilization on Site Tuesday, February 19, 2019 to commence work				

C. PRECONSTRUCTION SURVEY CAMPAIGN PROGRAM

TOPOGRAPHIC

Kickoff Meeting 1 (TP 1) Update Meeting (TBD)	TBC - Monday December 17, 2018	TBC - 3:00pm-4:00pm	TBD by Sponsor	YES - TP 1 AGENDA
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UTILITY INVESTIGATION

Kickoff Meeting 1 (UTL 1)	TBC - Monday December 17, 2018	TBC - 1:00pm-3:00pm	TBD by Sponsor	YES - UTL AGENDA
Update Coordination Meeting 2 (UTL 2)	TBC - Monday January 7, 2019	TBC - 1:00pm-3:00pm		
Update Coordination Meeting 3 (UTL 3)	TBC - Monday January 14, 2019	TBC - 1:00pm-3:00pm		
Update Coordination Meeting 4 (UTL 4)	TBC - Monday January 21, 2019	TBC - 1:00pm-3:00pm		
Update Coordination Meeting 5 (UTL 5)	TBC - Monday January 28, 2019	TBC - 1:00pm-3:00pm		
Update Coordination Meeting 6 (UTL 6)	TBC - Monday February 11, 2019	TBC - 1:00pm-2:00pm		
Update Coordination Meeting 7 (UTL 7)	TBC - Monday February 25, 2019	TBC - 1:00pm-2:00pm		
Update Coordination Meeting 8 (UTL 8)	TBC - Monday March 11, 2019	TBC - 1:00pm-2:00pm		
Update Coordination Meeting 9 (UTL 9)	TBC - Monday March 25, 2019	TBC - 1:00pm-2:00pm		
- Placeholder for Financial Close -	Friday, March 29, 2019			

ENVIRONMENTAL

Kickoff Meeting 1 (ENV 1) Update Meeting (TBD)	TBC - Tuesday January 8, 2018	TBC - 10:00am-12:00pm	TBD by Sponsor	To be provided in One Week by December 14, 2018
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D. GEOTECHNICAL CAMPAIGN WORKS

GEOTECHNICAL - CAISSONS

Kickoff Meeting 1 (GEO-CAIS 1) Update Meeting (TBD)	TBC - Monday December 17, 2018	TBC - 10:00am-12:00pm	TBD by Sponsor	YES - GEO-CAIS AGENDA
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2A. GROUND IMPROVEMENTS

Kickoff Meeting 1 (GEO GI 1)	TBC - Monday January 7, 2018	TBC - 1:00pm-3:00pm	TBD by Sponsor	To be provided in two weeks by December 21, 2018
Update Meeting (TBD)				

2B. OUTSTANDING GEOTECHNICAL INVESTIGATION

Kickoff Meeting 1 (GEO 1)	TBC - Monday January 7, 2018	TBC - 3:00pm-4:00pm	TBD by Sponsor	To be provided in two weeks by December 21, 2018
Update Meeting (TBD)				

E. MONITORING IMPLEMENTATION PROGRAM**MONITORING**

Kickoff Meeting 1 (MNT 1)	TBC - Tuesday January 8, 2018	TBC - 1:00pm-2:00pm	TBD by Sponsor	To be provided in One Week by December 14, 2018
Update Meeting (TBD)				

F. SAFETY ASSURANCE DEVELOPMENT PROGRAM FOR SYSTEM REQUIREMENTS**SAFETY ASSURANCE DEVELOPMENT PROGRAM**

Kickoff Meeting 1 (SAS 1)	TBC - Wednesday January 9, 2019	TBC - 1:00pm-3:00pm	TBD by Sponsor	To be provided in two weeks by December 21, 2018
Update Coordination Meeting 2 (SAS 2)	TBC - Wednesday January 16, 2019	TBC - 1:00pm-3:00pm		
Update Coordination Meeting 3 (SAS 3)	TBC - Wednesday January 23, 2019	TBC - 1:00pm-3:00pm		
Update Coordination Meeting 4 (SAS 4)	TBC - Wednesday January 30, 2019	TBC - 1:00pm-3:00pm		
Update Coordination Meeting 5 (SAS 5)	TBC - Wednesday February 13, 2019	TBC - 1:00pm-2:00pm		
Update Coordination Meeting 6 (SAS 6)	TBC - Wednesday February 27, 2019	TBC - 1:00pm-2:00pm		
Update Coordination Meeting 7 (SAS 7)	TBC - Wednesday March 13, 2019	TBC - 1:00pm-2:00pm		
Update Coordination Meeting 8 (SAS 8)	TBC - Wednesday March 27, 2019	TBC - 1:00pm-2:00pm		
- Placeholder for Financial Close -	Friday, March 29, 2019			

G. QUALITY CONTROL AND ASSURANCE PROGRAM REVIEW - SCHEDULE FOR JANUARY 2019**QUALITY CONTROL AND ASSURANCE PROGRAM REVIEW**

Kickoff Meeting 1 (QAQC 1)	TBC - Wednesday January 9, 2019	TBC - 10:00am-12:00pm	TBD by Sponsor	To be provided in two weeks by December 21, 2018
Update Meeting (TBD)				

H. KICKOFF AND REVIEW OF STADLER AGREEMENT - SCHEDULE FOR JANUARY 2019

To be Provided by January 7, 2019

I. CONCEPT REVIEW OF TRACK WORK ALIGNMENT- SCHEDULE FOR FEBRUARY 2019 (1ST WEEK OF FEBRUARY 2019)

To be Provided by January 18, 2019

J. DRAFT REVIEW OF VARIOUS MANAGEMENT AND OTHER PLANS - SCHEDULE FOR FEBRUARY 2019 (1ST, 2ND & 3RD WEEK OF FEBRUARY 2019)

To be Provided by January 18, 2019

K. CONCEPT REVIEW AND DESIGN KICKOFF OF TECHNICAL SUBMISSION & DESIGN BRIEFS (1ST WEEK OF MARCH 2019)

To be Provided by February 15, 2019

L. RAIL CO-ORDINATION KICK-OFF MEETING WITH STAKEHOLDERS (OC-TRANSPO, CN, NRC, VIA) 1ST WEEK OF MARCH 2019

SCHEDULE C - ACCESS TO LANDS FOR EARLY WORKS

In accordance with the Early Works Agreement, the City has agreed (1) to make available to TransitNEXT certain lands owned by the City of Ottawa, (2) to seek access permits with respect to certain lands (the “**Airport Lands**”) in the control on the Ottawa MacDonal Cartier International Airport Authority (the “**OMCIAA**”) and (3) to permit the First Negotiation Proponent to seek the required permits, approvals or authorizations required to permit access to City Road Allowance Lands for the purposes of undertaking the Early Works which have been identified as tree cutting, utility investigations and geotechnical investigations in advance of Financial Close. These lands are generally located south of Greenboro Station / Hunt Club Road and are identified in the tables below.

Defined Terms :

Unless otherwise defined or identified in this Schedule C, all terms and abbreviations contained in the tables below, including those contained in the columns marked “Permitted Use” and “Restrictions & Requirements” have the meanings ascribed to them in Schedule 33 of the Project Agreement.

City Owned Lands (Non- ROW)

Pursuant to the terms of the Early Works Agreement the City will grant to the First Negotiation Proponent access to those lands identified in the tables labelled “Trillium Line – Early Works – City Lands” for the purposes of undertaking Early Works (or for access purposes only if the parcel is identified as being available for access purposes only in the column marked “Permitted Use”), subject to the Restrictions and Requirements identified in the tables.

ROW Lands:

The tables contained in this Schedule C include certain lands forming part of municipal roadways. These lands are identified with the notation “ROW” in the tables below designating them as “City Road Allowance Lands.” Notwithstanding their inclusion in this Schedule C or any language contained in this letter to the contrary, the use of City Road Allowance Lands or any part thereof by the First Negotiation Proponent for the purposes of undertaking Early Works, including but not limited to the date upon which the First Negotiation Proponent may commence any Early Works on City Road Allowance Lands or any part thereof is subject to the terms of required permits and approvals, including Road Cut Permits and Temporary Construction-Related Encroachment Permits, to be obtained by the First Negotiation Proponent.

Access Permits/Licences for Airport Lands:

At the written request of TransitNEXT, the City will seek short term, temporary access permits or licenses from the OMCIAA and/or Transport Canada (**TC**) to allow advance works such as tree clearing, utility locates, and/or drilling or sampling boreholes to take place Airport Lands. The total area of lands being requested for early access may not exceed five (5) hectares. In order to process requests for access permits or licences, the following will be required from TransitNEXT:

1. A sketch showing the area where advance works are proposed;
2. A description of the activities proposed to be undertaken on each parcel of Airport Lands;

3. A schedule for the proposed work;
4. Confirmation as to the insurance coverage which will be in place during the period when access is required ; and,
5. If required by the OMCIAA, completed applications for Work Permits in the form attached in Schedule 15-2 Part 1 General Requirements of the Project Agreement .

If one or more access permit or licence is issued by the OMCIAA and/or TC with respect to Airport Lands, the following shall apply:

6. No permanent improvements or infrastructure shall be constructed or installed on Airport Lands during the period of early access.
7. Entry to any early access Airport Lands may not occur until such time as a permit or licence is issued with respect to such parcel, executed and delivered to TransitNEXT.
8. TransitNEXT must comply with all terms and conditions imposed on any grant of a permit or licence by the OMCIAA and/or TC as well as any limitations on Permitted Use or Restrictions and Requirements identified in the tables below.



Trillium Line – Early Works - Airport Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18692-PRP_003b	3	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	1	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	2	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	3	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	4	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	5	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	6	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	7	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	8	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	9	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	10	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	11	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	12	Early Works	In accordance with OMCIAA Permit/Access Licence Pedestrian and vehicular access over parcel to be maintained between parking area and terminal building at all times for the benefit of users, employees, and invitees of the Airport
18692-PRP_015f	13	Early Works	In accordance with OMCIAA Permit/Access Licence Pedestrian and vehicular access over parcel to be maintained between parking area and terminal building at all times for the benefit of users, employees, and invitees of the Airport
18692-PRP_015f	22	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	23	Early Works	In accordance with OMCIAA Permit/Access Licence



Trillium Line – Early Works - Airport Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18692-PRP_015f	25	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	27	Early Works	In accordance with OMCIAA Permit/Access Licence This parcel contains a portion of the High Velocity Canon berm. Refer to Schedule 15 – 2 for additional conditions of use and reinstatement requirements.
18692-PRP_015f	28	Early Works	In accordance with OMCIAA Permit/Access Licence This parcel contains a portion of the High Velocity Canon berm. Refer to Schedule 15 – 2 for additional conditions of use and reinstatement requirements.
18692-PRP_015f	29	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	30	Early Works	In accordance with OMCIAA Permit/Access Licence This parcel contains a portion of the High Velocity Canon berm. Refer to Schedule 15 – 2 for additional conditions of use and reinstatement requirements.
18692-PRP_015f	31	Early Works	In accordance with OMCIAA Permit/Access Licence This parcel contains a portion of the High Velocity Canon berm. Refer to Schedule 15 – 2 for additional conditions of use and reinstatement requirements.
18692-PRP_015f	32	Early Works	In accordance with OMCIAA Permit/Access Licence This parcel contains a portion of the High Velocity Canon berm. Refer to Schedule 15 – 2 for additional conditions of use and reinstatement requirements.
18692-PRP_015f	33	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	34	TA	In accordance with OMCIAA Permit/Access Licence To be used on a non-exclusive basis as a temporary access road in conjunction with 18692-



Trillium Line – Early Works - Airport Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			PRP_090, Parcel 1 during the Construction Period and shared with OMCIAA and all users authorized by the City or the Airport Authority.
18692-PRP_015f	35	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	36	Early Works	In accordance with OMCIAA Permit/Access Licence Area incorporating the E1 Parking Building excluded.
18692-PRP_015f	37	TA	In accordance with OMCIAA Permit/Access Licence To be used on a non-exclusive basis as a temporary access road in conjunction with 18692-PRP_090, Parcel 1 during the Construction Period and shared with OMCIAA and all users authorized by the City or the Airport Authority.
18692-PRP_015f	38	TA	In accordance with OMCIAA Permit/Access Licence To be used on a non-exclusive basis as a temporary access road only in conjunction with 18692-PRP_090, Parcel 1 during the Construction Period and shared with OMCIAA and all users authorized by the City or the Airport Authority.
18692-PRP_015f	39	Early Works	In accordance with OMCIAA Permit/Access Licence Access to Paul Benoit Driveway to be preserved for vehicular and pedestrian access for OMCIAA and all users authorized by the City or the Airport Authority.
18692-PRP_015f	40	Early Works	In accordance with OMCIAA Permit/Access Licence Pedestrian and vehicular access over parcel to be maintained between parking area and terminal building at all times for the benefit of users, employees, and invitees of the Airport



Trillium Line – Early Works - Airport Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18692-PRP_015f	41	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_015f	42	Early Works	In accordance with OMCIAA Permit/Access Licence Portion of Parcel to be used on a non-exclusive basis as a temporary access road in conjunction with 18692-PRP_090, Parcel 1 during the Construction Period and shared with OMCIAA and all users authorized by the City or the Airport Authority.
18692-PRP_016f	1	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_016f	2	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_016f	3	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_016f	4	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_016f	5	Early Works	In accordance with OMCIAA Permit/Access Licence Permit/Access Licence to be sought for tree clearing purposes only. No work to be undertaken on internal access roads or surface parking lot, which shall remain open and unobstructed at all times
18692-PRP_33e	1	Early Works	In accordance with OMCIAA Permit/Access Licence NRC Spur Track. See Schedule 15 - Output Specifications NRC Terms and Conditions
18692-PRP_33e	2	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_33e	3	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_33e	5	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_35a	1	Shared Access Road	In accordance with OMCIAA Permit/Access Licence To be used only on a non-exclusive basis as an access road shared with OMCIAA and the City.
18692-PRP_35a	6	Early Works	In accordance with OMCIAA Permit/Access Licence



Trillium Line – Early Works - Airport Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18692-PRP_35a	7	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_36b	1	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_37c	1	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_65	1	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_65	2	Early Works	In accordance with OMCIAA Permit/Access Licence
18692-PRP_90a	1	TA	In accordance with OMCIAA Permit/Access Licence To be used on a non-exclusive basis as a temporary access road during the Construction Period and shared with OMCIAA and all users authorized by the City or the Airport Authority.

Trillium Line – Early Works - City Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18692-PRP_019b	1	Early Works	Telecom License Parcel, Utility Coordination
18692-PRP_020a	1	Early Works	Telecom License Parcel, Utility Coordination
18692-PRP_020a	2	Early Works	Parcel includes both station and park and ride lands which are to remain operational at all times. Use of park and ride lands during Construction Period is subject to additional restrictions and requirements per Schedule 15- Output Specifications.
18692-PRP_020a	3	Early Works	ROW
18692-PRP_020a	4	Early Works	ROW
18692-PRP_020a	5	Early Works	ROW



Trillium Line – Early Works - City Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18692-PRP_021b	1	Early Works	Telecom License Parcel, Utility Coordination
18692-PRP_021b	2	Early Works	Telecom License Parcel, Utility Coordination NRC Spur Track. See Schedule 15 – Output Specifications NRC Terms and Conditions
18692-PRP_021b	3	Early Works	Telecom License Parcel, Utility Coordination NRC Spur Track. See Schedule 15 – Output Specifications NRC Terms and Conditions
18692-PRP_021b	4	Early Works	Telecom License Parcel, Utility Coordination Parcel includes an at grade crossing of an access to road used by the OMCIAA
18692-PRP_021b	6	Early Works	Telecom License Parcel, Utility Coordination
18692-PRP_022b	1	Early Works	Telecom License Parcel, Utility Coordination NRC Terms and Conditions
18692-PRP_022b	2	Early Works	Telecom License Parcel, Utility Coordination ROW NRC Terms and Conditions ROW
18692-PRP_022b	3	Early Works	Telecom License Parcel, Utility Coordination NRC Terms and Conditions ROW
18692-PRP_022b	4	Early Works	Telecom License Parcel, Utility Coordination NRC Spur Track. See Schedule 15 – Output Specifications

Trillium Line – Early Works - City Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			NRC Terms and Conditions
18692-PRP_022b	5	Early Works	ROW Telecom License Parcel, Utility Coordination NRC Terms and Conditions NRC Spur Track. See Schedule 15 – Output Specifications.
18692-PRP_022b	6	Early Works	ROW Telecom License Parcel, Utility Coordination
18692-PRP_022b	7	Early Works	ROW Telecom License Parcel, Utility Coordination
18692-PRP_023c	1	Early Works	ROW (where Parcel 1 crosses Airport Parkway)
18692-PRP_023c	2	Early Works	ROW (where Parcel 2 crosses Airport Parkway)
18692-PRP_023c	3	Early Works	ROW (where Parcel 3 crosses Airport Parkway)
18692-PRP_023c	4	Early Works	
18692-PRP_023c	5	Early Works	
18692-PRP_023c	6	Early Works	ROW (where Parcel 6 crosses Airport Parkway)
18692-PRP_024c	1	Early Works	ROW
18692-PRP_32b	1	Early Works	ROW
18692-PRP_32b	2	Early Works	ROW



Trillium Line – Early Works - City Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18692-PRP_32b	3	Early Works	ROW Refer to Schedule 15 – Output Specifications with respect to traffic management Maintain access at all times to private homes and business having frontage on this Parcel
18692-PRP_66a	1	Early Works	For access, maintenance and grading only.
18692-PRP_66a	2	Early Works	
18692-PRP_66a	3	Early Works	
18692-PRP_66a	4	TA/Early Works	
18692-PRP_66a	5	TA/Early Works	
18692-PRP_66a	6	Early Works	
18692-PRP_067c	1	Early Works	Corridor Lands Constraints Telecom License Parcel, Utility Coordination CN Terms & Conditions Parcel contains Walkley Diamond infrastructure.
18692-PRP_067c	2	Early Works	Corridor Lands Constraints Telecom License Parcel, Utility Coordination New Walkley Yard as defined in Schedule 15-1
18692-PRP_067c	3	Early Works	Corridor Lands Constraints Telecom License Parcel, Utility Coordination New Walkley Yard as defined in Schedule 15-1
18692-PRP_067c	4	Access Only	Vehicular access to Existing Walkley Yards to be maintained at all times. Parcel to be dedicated as ROW during Project Term.

Trillium Line – Early Works - City Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18692-PRP_067c	5	Access Only	Vehicular access to Existing Walkley Yards to be maintained at all times.
18692-PRP_067c	9	Early Works	Corridor Lands Constraints Telecom License Parcel, Utility Coordination New Walkley Yard as defined in Schedule 15-1
18692-PRP_067c	10	Early Works	Corridor Lands Constraints Telecom License Parcel, Utility Coordination New Walkley Yard as defined in Schedule 15-1
18692-PRP_080	1	Early Works	Telecom License Parcel, Utility Coordination
18692-PRP_089b	1	Early Works	Telecom License Parcel, Utility Coordination
18692-PRP_089b	2	Early Works	
18692-PRP_089b	3	Early Works	
18692-PRP_099	1	Early Works	ROW Telecom License Parcel, Utility Coordination Refer to Schedule 15 – Output Specifications with respect to traffic management.
18692-PRP_099	2	Early Works	Telecom License Parcel, Utility Coordination Report Card Parcel
18692-PRP_099	3	Early Works	ROW
18692-PRP_099	4	Early Works	ROW
18692-PRP_099	5	Early Works	Telecom License Parcel, Utility Coordination



Trillium Line – Early Works - City Lands

Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			Report Card Parcel
18692-PRP_099	6	Early Works	Telecom License Parcel, Utility Coordination Report Card Parcel
18692-PRP_115	1	Early Works	ROW
18692-PRP_116a	1	Early Works	ROW
18692-PRP_116a	2	Early Works	ROW
18692-PRP_116a	3	Early Works	ROW
18692-PRP_116a	4	Early Works	ROW
18692-PRP_116a	5	Early Works	
18692-PRP_116a	6	Early Works	
18692-PRP_116a	7	Early Works	ROW
18692-PRP_116a	8	Early Works	ROW Existing entrances to Limebank Road to be maintained
18692-PRP_116a	9	Early Works	ROW
18692-PRP_116a	10	Early Works	ROW
18692-PRP_116a	11	Early Works	ROW
18692-PRP_116a	12	Early Works	ROW
18692-PRP_116a	13	Early Works	ROW
18692-PRP_116a	14	Early Works, TA	TA limited to a temporary detour road related to the temporary closure of Limebank Road



SCHEDULE D – PROJECT AGREEMENT SCHEDULE 33 - LANDS

See attached.

SCHEDULE 33
LANDS

PART A – DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1 For the purposes of the Project Agreement, including but not limited to this Schedule 33, the following terms have the following meanings. Any capitalized term not defined in this Schedule 33 shall have the meaning given to such term in the Project Agreement.

(a) “**Additional Property Interest**” includes any additional parcel of land not forming part of the Lands, the expansion or alteration of any boundary of any parcel of land forming part of the Lands, the extension of any term of use of any parcel of forming part of the Lands beyond the term specified in the column marked “Duration” in the Lands Table, and the inclusion of additional Permitted Uses for any parcel of land forming part of the Lands, all as requested by Project Co in accordance with Section 8 of this Schedule 33 unless and until such parcel, extension, extended term or additional Permitted Use becomes part of the Lands and is included in the grant of the non-exclusive license described in Section 14.1 of the Project Agreement in accordance with Section 14.6 of the Project Agreement;

(b) “**City Road Allowance Lands**” means lands forming part of a municipal road having the status of a highway pursuant to Section 26 of the *Municipal Act, 2001 R.S.O. c.25*. Within the Lands Table, property comprising City Road Allowance Lands are designated “**ROW**” in the column marked “Restrictions and Requirements”;

(c) “**Commencement Date**” means, with respect to each parcel of property forming part of the Lands, either:

- (i) the date identified in the column marked “Commencement Date” in the Lands Table; or,
- (ii) the first day of the month following the occurrence of the event described in the column marked “Commencement Date” in the Lands Table (for example, Financial Close); or,
- (iii) for lands designated City Road Allowance Lands (ROW), the date(s) specified in required permits, approvals or authorizations as described in Section 5 of this Schedule 33 and in Schedule 32 – Permits, Licenses, Approvals and Agreements;

and is the date upon which any parcel of land identified in the Lands Table becomes part of the Lands and is included in the non-exclusive licence granted by the City to Project Co in accordance with Section 14.1 of the Project Agreement;

(d) “**Confederation Line Lands**” means lands shown on Property Request Plans identified as “**Stage 1 PRPs**” and included in a folder titled “Stage 1 PRPs” located in the Data Room which are lands owned by the City, or lands in which the City has acquired an interest, and upon which assets and/or infrastructure comprising part of the Confederation Line are located and/or have been or will be designed, constructed, operated and/or maintained. Confederation Line Lands do not form part of the “Lands” except to the extent that they are also included in the Lands Table;

(e) “**Construction Period Lands**” means property designated as “Construction Period” in the column marked “Construction Period or Project Term” in the Lands Table which property will

only be included in the non-exclusive license, rights of use and access granted by the City to Project Co during the Construction Period, and which property is subject to any other limits on the term of the non-exclusive license and rights of use and access identified in this Schedule 33 and/or elsewhere in the Project Agreement;

- (f) **“Existing Corridor Lands Agreements”** means:
- (i) The Agreement of Purchase and Sale of Railway for Continued Railway Operations entered into by the City of Ottawa and Canadian Pacific Railway Company and St. Lawrence and Ottawa Railway Company dated March 21, 2005 a copy of which is located in file folder titled “Agreements” in the Data Room, and all of the agreements and Board Orders assigned to and assumed by the City pursuant to the said Agreement of Purchase and Sale and listed in Schedules “D” and “F” thereto;
 - (ii) The Agreement of Purchase and Sale entered into by the City of Ottawa and Canadian Pacific Railway Company and St. Lawrence and Ottawa Railway Company dated December 6, 2002 a copy of which is located in file folder titled “Agreements” in the Data Room and all of the agreements assigned to and assumed by the City pursuant to the said Agreement of Purchase and Sale and listed in Schedule “D” thereto;
 - (iii) The Elwood Interlocking and Diamond Operation and Maintenance Agreement between the City of Ottawa, operating as Capital Railway (“**Capital Railway**”) and VIA Rail Canada Inc. executed by the City a copy of which is located in file folder titled “Agreements” in the Data Room; and,
 - (iv) The Agreement between Canadian National Railway Company and St. Lawrence & Hudson Railway Company Limited (a wholly owned subsidiary of Canadian Pacific Railway Company) dated June 16th, 1999 as it relates to the control, operation and maintenance of the Walkley and Elwood Diamonds, a copy of which is located in file folder titled “Agreements” in the Data Room.
- (g) **“Lands”** means lands owned or to be acquired by the City or lands in respect of which the City has acquired or will acquire certain rights, all as set out in the Lands Table or otherwise deemed to be lands in accordance with this Schedule 33, and over which the City is granting to Project Co a non-exclusive license, right of use and access in accordance with Section 14.1 of the Project Agreement;
- (h) **“Lands Table”** means the table in Part B of this Schedule 33;
- (i) **“Permitted Use”** or **“Permitted Uses”** means the use(s) which may be put to each parcel forming part of the Lands as designated in the column marked “Permitted Use” in the Lands Table being one or more of the following:
- (i) **“New Municipal Infrastructure Lands”** means property forming part of the Lands and designated “**NMI**” in the column marked “Permitted Use” in the Lands Table representing the location where New Municipal Infrastructure is to be constructed or installed in accordance with Schedule 15- Output Specifications;
 - (ii) **“System Infrastructure Lands”** means property forming part of the Lands and designated “**NSI**” in the column marked “Permitted Use” in the Lands Table representing

the location where System Infrastructure is located or is to be constructed or installed in accordance with Schedule 15 – Output Specifications;

- (iii) “**Temporary Access Lands**” means property forming part of the Lands and designated “**TA**” in the column marked “Permitted Use” in the Lands Table which may be used temporarily for the sole purpose of providing non-exclusive pedestrian and/or vehicular access to other property forming part of the Lands;
- (iv) “**Temporary Mobilization Lands**” means property forming part of the Lands and designated “**TM**” in the column marked “Permitted Use” in the Lands Table which may be used as part of a mobilization site or staging area, being a designated area where personnel, equipment, supplies, site offices and other facilities required to undertake the Construction Activities are established and maintained in accordance with the provisions of Schedule 15 – Output Specifications relating to mobilization sites; and,
- (v) “**Temporary Construction Lands**” means property forming part of the Lands and designated “**TC**” in the column marked “Permitted Use” in the Lands Table which may be used temporarily in connection with the construction of System Infrastructure and New Municipal Infrastructure but which may not be used as part of a mobilization site or staging area other than for short term storage of mobile equipment and material required for construction in close proximity to the relevant parcel of Temporary Construction Lands;
- (j) “**Project Term Lands**” means property designated as “Project Term” in the column marked “Construction Period or Project Term” in the Lands Table which property will be included in the non-exclusive license, rights of use and access granted by the City to Project Co during the Project Term subject to limits on the term of the non-exclusive license and rights of use and access identified in this Schedule 33 and/or elsewhere in the Project Agreement;
- (k) “**Property Request Plan**” or “**PRP**” means a diagram defining the extent, limits and/or approximate boundaries of property; and,
- (l) “**Third Party Access Agreements**” means the agreements, including Standard Agreements, listed or described in Section 4.1 of this Schedule 33.

2. TERM

2.1 The term of the non-exclusive license, rights of use and access to any parcel forming part of the Lands granted to Project Co by the City in accordance with Section 14.1 of the Project Agreement shall, irrespective of whether the parcel has been identified as constituting Construction Term Lands or Project Term Lands, run from the Commencement Date identified in the Lands Table for such parcel until the earlier of:

- (a) the end of the period calculated by adding to the Commencement Date the number of months specified for each parcel in the column marked “Duration” in the Lands Table; and,
- (b) the Termination Date.

2.2 Unless otherwise stated in the Lands Table, the number of months identified in the column

marked “Duration” in the Lands Table, represents a single term comprised of consecutive months commencing on the Commencement Date.

3. PERMITTED USES

3.1 Project Co’s use of any parcel forming part of the Lands shall be limited to the Permitted Use(s) designated in the column marked “Permitted Use” in the Lands Table.

3.2 The installation or construction of New Municipal Infrastructure in or on any parcel of lands designated New Municipal Infrastructure Lands may be limited to the construction or installation of the type(s) of infrastructure specified in the “Restrictions and Requirements” column of the Lands Table and/or in the Third Party Access Agreement(s) applicable to such parcel.

3.3 The installation of temporary excavation supports such as soldier piles, secant piles, rock dowels, rock bolts or tie backs any part of which will be left in place following completion of construction is only permitted in accordance with Section 3.4 within System Infrastructure Lands or within Temporary Construction Lands if such Temporary Construction Lands have been expressly identified as being available for temporary excavation support.

3.4 Except as provided in this Section 3.4 or as expressly provided elsewhere in the Project Agreement, all Works shall take place exclusively within the boundaries of the Lands.

(i) Subject to the requirements of Section 5 of this Schedule 33 and Schedule 32 with respect to the use of City Road Allowance Lands, Project Co. may:

(A) construct or install New Municipal Infrastructure within City Road Allowance Lands; and/or,

(B) install temporary excavation supports such as soldier piles, secant piles, rock dowels, rock bolts or tie backs within City Road Allowance Lands;

(C) use or access City Road Allowance Lands for the purposes of providing Maintenance and Rehabilitation Services in accordance with Schedule 15-3; and/or,

(D) use City Road Allowance Lands for the purposes of managing traffic in accordance with a Traffic Management Plan,

irrespective of whether the City Road Allowance Lands required for the purposes listed above are described in the Lands Table or in the PRPs.

(ii) In addition to subsection 3.4(i)(B), which permits the installation of temporary excavation supports such as soldier piles, secant piles, rock dowels, rock bolts or tie backs within City Road Allowance Lands, such supports may also be installed in accordance with a licence acquired by Project Co. on its own behalf in accordance with Section 14.6(c) of the Project Agreement or by the City in accordance with Section 8 of this Schedule 33.

(iii) The Lands Table and PRPs do not describe property required to accommodate Utility Works. Without limiting the provisions of the Project Agreement, including Section 8, Part 2, Schedule 15-2, which govern Utility Works, and subject to the requirements of

Section 5 of this Schedule 33 and Schedule 32 with respect to the use of City Road Allowance Lands, Project Co. may undertake Utility Works within System Infrastructure Lands, City Road Allowance Lands or in accordance with the terms of an existing easement in favour of the relevant Utility Company.

- (iv) Utility Works will not be permitted on property other than City Road Allowance Lands, System Infrastructure Lands or within the boundaries of and in accordance with the terms of an existing easement in favour of the relevant Utility Company unless and until a new easement over such property in favour of the relevant Utility Company, and satisfactory to the relevant Utility Company, is acquired by Project Co. or by the City.
- (v) New easements for Utility Works contemplated in subsection 3.4(iv) above shall be acquired by Project Co. in accordance with Section 14.6(c) of the Project Agreement or by the City as Additional Property Interests in accordance with Section 8 of this Schedule 33, the costs of which acquisitions are to remain to Project Co's sole account not to be recovered through any Cash Allowance.
- (vi) Notwithstanding subsection 3.4(v) above, the following exceptions to the provisions of Section 8 of this Schedule 33 shall apply to requests for Additional Property Interests made by Project Co. with respect to new easements for Utility Company Self-Performed Work which are required solely as a result of Utility Agreements for Utility Company Self-Performed Work approved by the City in accordance with Section 20.13 of the Project Agreement:
 - (A) Section 8.1 (a) shall not apply and a request may be made at any time during the Project Term;
 - (B) Sections 8.1(c), 8.1(d), 8.1(e), 8.1(f) and 8.1(g) shall not apply with the exception that, within fifteen (15) Business Days of the delivery by Project Co. to the City of the materials described in Section 8.1(b) **Error! Reference source not found.**, the City shall provide to Project Co. an approximate estimate of the time which the City anticipates will be required to secure the required easement;
 - (C) Sections 8.2(b), 8.2(c), 8.2 (e) and 8.2(f) shall not apply and the City shall use all reasonable efforts to complete the acquisition of the new easement with all due dispatch.

3.5 To the extent that Project Co undertakes, in accordance with subsections 3.4(i), 3.4(ii), 3.4(iii), and/or 3.4(iv) above, any Works, Utility Company Self-Performed Work or traffic management on lands comprising City Road Allowance Lands, or in accordance with the terms of a licence or easement acquired by Project Co. pursuant to Section 14.6(c) of the Project Agreement or existing easements in favour of relevant Utility Companies, which lands are not identified in the Lands Table and PRPs, all of Project Co.'s obligations and liabilities in respect of the Lands and Site under the Project Agreement shall apply with equal effect to all activities of Project Co and Project Co Parties on such lands.

3.6 The property identified as Parcel 43 on PRP 15f is an area which is used by federal agencies for the purposes of conducting ongoing research (the "**Porcine Cemetery**"). The Porcine Cemetery, which is not included in the Lands Table and does not form part of the Lands, shall not be used or accessed by Project Co. for any purpose whatsoever and Project Co. shall implement such

measures as may be required from time to time to ensure that the Porcine Cemetery is not disturbed or impacted by the Project Operations in any way.

4. RESTRICTIONS AND REQUIREMENTS

4.1 In addition to any other restriction or requirement contained in the Project Agreement, including this Schedule 33, Schedule 15 – Output Specifications and Schedule 16 – Encumbrances, Project Co’s access to and use of the Lands for the purposes of the Project Operations is subject to the terms of the Third Party Access Agreements and other restrictions, qualifications and requirements contained in the Lands Table including as set out in the column marked “Restrictions and Requirements” including as described below:

- (a) **“Carleton University Terms”** designates property the use of which is subject to the terms and conditions of a Third Party Access Agreement, being the Memorandum of Agreement between the City and Carleton University, including all ancillary agreements incorporated as schedules to the Memorandum of Agreement, copies of which are located in file folder titled “Agreements” and located in the Data Room;
- (b) **“CN Terms & Conditions”** designates property the use of which is subject to the terms and conditions of a Third Party Access Agreement dated June 16th, 1999 between the Canadian National Railway Company and the St. Lawrence & Hudson Railway Company Limited (a wholly owned subsidiary of the Canadian Pacific Railway Company) as it relates to the control, operation and maintenance of the Walkley Diamond, a copy of which is located in file folder titled “Agreements” in the Data Room, as may be amended by an agreement between the City and the Canadian National Railway Company;
- (c) **“Corridor Lands Constraints”** designates property which, until the commencement of the Shut Down Period, will continue to be used as an active rail service line operated by Capital Railway. The use of lands designated Corridor Lands Constraints will be prohibited, until the commencement of the Shut Down Period, except to the extent that the City and Capital Railway determine in their sole and absolute discretion that a limited use, proposed by Project Co., of all or part of property designated Corridor Lands Constraints will not interrupt, impact, constrain or otherwise limit the operation of the active service line in any way. In addition to the foregoing, to the extent authorized by the City and Capital Railway, the use of property designated Corridor Lands Constraints prior to the commencement of the Shut Down Period will be subject to any additional conditions, restrictions or constraints as may be imposed by Capital Railway or the City from time to time;
- (d) **“Confederation Line Lands Constraints”** designates property which includes, abuts or is in close proximity to Confederation Line Lands where coordination with the contractors responsible for constructing the first stage of the City’s Confederation Line light rail transit project may be required in accordance with the terms of the Project Agreement;
- (e) **“Dow’s Lake Terms”** designates property the use of which is subject to the terms and conditions of various Board Orders, licence agreements and easements relating to the construction, use and maintenance of the existing tunnel under Dow’s lake copies of which are located in file folder titled “Agreements” and located in the Data Room;

- (f) “**MNR Terms**” designates property, the use of which is subject to:
 - (i) the terms and conditions of permits issued by the Ontario Ministry of Natural Resources, including work permits, permits for works within a waterbody and permits for work on shorelands;
 - (ii) a Licence of Occupation on terms similar to Licence of Occupation No. 9561 issued to the Regional Municipal of Ottawa-Carleton for a transit way crossing and located in file folder titled “Agreements” and located in the Data Room; and,
 - (iii) Board Orders relating to the Rideau River Bridge structure, copies of which are located in file folder titled “Agreements” in the Data Room.
- (g) “**NCC Terms & Conditions**” designates property, the use of which is subject to the terms and conditions of Third Party Access Agreements between the City and the National Capital Commission, copies of which are located in file folder titled “Agreements” in the Data Room as well as the conditions of the Approvals in Principle issued by the National Capital Commission and any Federal Land Use Design and Transaction Approvals granted by the National Capital Commission with respect to the Project or any part thereof;
- (h) “**NRC Terms & Conditions**” designates property, the use of which is subject to the terms and conditions of a Rail Car Transfer Agreement between the City and the National Research Council of Canada, a copy of which is located in file folder titled “Agreements” in the Data Room, as well as the provisions of Schedule 15 – Output Specifications;
- (i) “**OMCIAA Terms**” designates property, the use of which is subject to the terms and conditions of a sublease entered into between the City of Ottawa and the Airport Authority, a copy of which is located in file folder titled “Agreements” in the Data Room;
- (j) “**PWGSC Terms**” designates property, the use of which is subject to the terms and conditions of the Third Party Access Agreement between the City and Her Majesty the Queen as represented by Public Works and Government Services Canada a copy of which is located in file folder titled “Agreements” in the Data Room;
- (k) “**South Keys Terms and Conditions**” designates property, the use of which is subject to the terms and conditions of the Third Party Access Agreement between the City, Canadian Property Holdings (South Keys) Inc. and Calloway REIT (South Keys) Inc. a copy of which is located in file folder titled “Agreements” in the Data Room;
- (l) “**Stratified Parcel**” designates property having both horizontal and vertical boundaries;
- (m) “**Telecom License Parcel**” designates property subject to the terms and conditions of certain license agreements between Canadian Pacific Limited, as licensor, and various telecommunications providers, as licensees, with respect to the installation and maintenance of telecommunications cable and associated equipment within segments of the Lands, which license agreements are located in file folder titled “Agreements” in the Data Room, and includes the terms and conditions of any future telecommunications license granted by Canadian Pacific Limited in accordance with the terms of the “network right of way” reserved by Canadian Pacific Limited pursuant to items (i) and (ii) in the definition of Existing Corridor Lands Agreements;

- (n) “**Utility Coordination**” designates property which may also be required to support the construction, installation, use or maintenance of hydro-electric, gas or telecommunications infrastructure and, as a result, use of the parcel may require coordination with the utility provider. Refer to Schedule 15 – Output Specifications and utility plans contained in the Background Information;
- (o) “**VIA Terms and Conditions**” designates property the use of which is subject to the terms and conditions of the following Third Party Access Agreements:
 - (i) An agreement June 16th, 1999 between the Canadian National Railway Company and the St. Lawrence & Hudson Railway Company Limited (a wholly owned subsidiary of the Canadian Pacific Railway Company) as it relates to the control, operation and maintenance of the Elwood Diamond, as amended by the Elwood Interlocking and Diamond Operation and Maintenance Agreement copies of which are located in file folder titled “Agreements” in the Data Room; and,
 - (ii) An agreement on terms similar to the terms of the Agreement entered into on May 16, 2014 between the City and VIA Rail Canada Inc. with respect to the construction and long term maintenance and operation of a heavy and light rail grade separation crossing including but not limited to the VIA Right of Entry Authorization Form appended thereto, provided that in the event of any inconsistency between said agreement and the provisions of Schedule 15 relating to the construction and/or maintenance of a grade separated crossing of the Ellwood subdivision, the provisions of Schedule 15 shall prevail.

The forgoing does not constitute an exhaustive list of the restrictions and requirements which may be listed in the column designated “Restrictions and Requirements” in the Lands Table or which may apply to any property forming part of the Lands.

4.2 Segments of the Lands form part of existing rail corridors acquired by the City pursuant to the Existing Corridor Lands Agreements. These segments of the Lands are subject to the terms and conditions of various agreements, including railway crossing agreements, assigned to and assumed by the City at the time of the purchase of the railway corridors and described in the Existing Corridor Lands Agreements.

4.3 All of the agreements referred to in Sections 4.1 and 4.2 above, including any Crossing Agreements or Board Orders referenced in the Existing Corridor Lands Agreements which are included in the Data Room, together with all Standard Agreements, shall be treated, for the purposes of Section 15 of the Project Agreement and for the purpose of Schedule 16 - Encumbrances, as Encumbrances of which Project Co had knowledge prior to Financial Close. While the City has made efforts to incorporate significant construction, maintenance and other obligations flowing from the Third Party Access Agreements and the Existing Corridor Lands Agreements into the Project Agreement, Project Co. shall be deemed to have reviewed each of the Third Party Access Agreements and the Existing Corridor Lands Agreements, and any Crossing Agreements or Board Orders referenced in the Existing Corridor Lands Agreements which are included in the Data Room, and shall perform all obligations and observe and comply with all restrictions contained therein which are relevant to the use of any part of the Lands and/or the performance of the Project Operations.

4.4 Notwithstanding Section 4.3 above, to the extent that any of the agreements listed in Section 4.1

provide for the payment of a purchase price, license fee, rent, or other consideration in exchange for the transfer from a third party property owner to the City of property, an interest in property or a contractual right to use property forming part of the Lands, such purchase price, license fee, rent, or other consideration shall be paid by the City and not by Project Co, except to the extent that such purchase price, license fee, rent, or other consideration is paid with respect to an Additional Property Interest other than an Additional Property Interest acquired subject to the exception described in Section 3.4(vi) of this Schedule 33.

4.5 STANDARD AGREEMENTS

- (a) For certain parts of the Lands, the City will enter into easement, license, or similar agreement(s) after Financial Close. The City intends to enter into such agreement(s) on substantively the same terms and conditions as an existing easement, license or similar agreement that has been entered into by the City and that is provided as Background Information prior to Financial Close or are currently contemplated in the “Restrictions and Requirements” column of Part B (the “**Standard Agreements**”), copies of which are included in the folder titled “Agreements” in the Data Room. If, after Financial Close,
- (i) the City enters into one or more easement, license or similar agreement(s) in respect of any part of the Lands; or
 - (ii) the City acquires any interest in or right to use any part of the Lands subject to any easement, license or similar agreement(s),

and such agreement(s) have substantively the same terms and conditions as the Standard Agreements, such agreement(s) shall be treated, for the purposes of Section 15 of the Project Agreement and for the purpose of Schedule 16 – Encumbrances, as though Project Co had knowledge of such agreements prior to Financial Close. This Section 4.5 shall not apply in circumstances where the City enters into an easement, license, or similar agreement after Financial Close on terms and conditions materially different from the Standard Agreement if such material differences cause a delay to Project Co in performing the Construction Activities, create additional material obligations or liabilities for Project Co, or cause a material increase in cost to Project Co, except to the extent that such easement, license or agreement relates to an Additional Property Interest, in which case the provisions of Section 8 of this Schedule 33 shall apply unless the Additional Property Interest is acquired subject to the exception described in Section 3.4(vi) of this Schedule 33.

5. USE OF CITY ROAD ALLOWANCE LANDS

The use of City Road Allowance Lands or any part thereof by Project Co, including but not limited to the term of such use and the date upon which Project Co may commence any Construction Activities on City Road Allowance Lands or any part thereof is subject to the terms of required permits and approvals, including Road Cut Permits and Temporary Construction-Related Encroachment Permits, to be obtained by Project Co in accordance with Schedule 32 – City Permits, Licenses, Approvals and Authorizations.

6. REPORT CARD PROCEDURE – TEMPORARY USE LANDS

Without altering Project Co’s obligations to landscape, restore, remediate and/or reinstate the Lands or adjacent lands in accordance with the Project Agreement, including in accordance with Section 16.2 of the Project Agreement, Schedule 15 – Output Specifications and Schedule 17 – Environmental

Obligations, for all parcels forming part of the Lands which are designated in the “Restrictions and Requirements” column of the Lands Table as a “**Report Card Parcel**”, Project Co shall comply with the protocol described in this Section 6.

6.1 Report Card

Following the completion by Project Co of all Construction Activities on any Report Card Parcel, and at least thirty (30) days prior to the end of the term of use of such Report Card Parcel as specified in the Lands Table, Project Co shall submit to the City, as part of the Monthly Environmental Report required pursuant to Section 3.10(b) of Schedule 17 – Environmental Obligations, a summary report card in the form attached in Part C of this Schedule 33 together with the attachments set out therein for each Report Card Parcel (a “**Report Card**”).

6.2 City Review of Report Card

Within Twenty Five (25) days of receipt of a Report Card, the City shall notify Project Co if the City has an objection to the information contained in, or the steps taken by Project Co as set out in the Report Card, or requires additional environmental investigations in accordance with Section 16. 2 of the Project Agreement and/or Schedule 17 – Environmental Obligations.

6.3 Remediation and Reinstatement During Term

The remediation of any Contamination and/or the reinstatement of any property which Project Co is required to undertake in accordance with Section 16.2 of the Project Agreement, Schedule 15– Output Specifications and/or Schedule 17– Environmental Obligations shall be completed prior to the expiry of the term of use for such property as specified in the Lands Table failing which, in addition to any other obligations of Project Co contained in the Project Agreement, Project Co shall be responsible for indemnifying and/or reimbursing the City with respect to all costs, claims and/or damages incurred by the City as a result of any failure to return possession of the property to the owner of the property prior to the end of the term of use described in the Lands Table.

7. ENVIRONMENTAL INVESTIGATION REPORTS

Information regarding the environmental condition of parts of the Lands, including information about Contamination on, in, under or migrating from parts of the Lands, is contained in the Background Information. In some instances, additional site specific environmental investigation reports have been included in the Background Information, in which case the City has made efforts to provide references to the relevant Property Request Plans in Schedule 17 – Environmental Obligations; however, the inclusion of Property Request Plan references in Schedule 17 – Environmental Obligations shall in no way limit Project Co’s obligations pursuant to Section 16.2 of the Project Agreement.

8. ADDITIONAL PROPERTY INTERESTS

8.1 Requests for Additional Property Interests

The following provisions shall be in addition to Section 14.6 of the Project Agreement governing requests for Additional Property Interests by Project Co.

- (a) The City will only consider requests for Additional Property Interests:

- (i) During the sixty (60) day period commencing nine (9) months following Financial Close (the “**First Additional Property Interests Request Period**”); and,
 - (ii) During the sixty (60) day period commencing eighteen (18) months following Financial Close (the “**Final Additional Property Interests Request Period**”).
- (b) Every request for Additional Property Interests submitted by Project Co shall:
- (i) include a Property Request Plan prepared by Project Co at Project Co’s cost describing the Additional Property Interest, including stratification if appropriate;
 - (ii) state the proposed Commencement Date and duration for the Additional Property Interest;
 - (iii) detail Project Co’s reasons for requesting the Additional Property Interest and provide a drawing or sketch describing the horizontal and vertical dimensions of any New Municipal Infrastructure, System Infrastructure, New Utility Company Infrastructure and/or other infrastructure to be installed and/or constructed by Project Co within the boundaries of the Additional Property Interest; and
 - (iv) indicate all reasonably foreseeable implications of acquiring the Additional Property Interest, including whether the acquisition of the Additional Property Interest is expected to result in cost savings for the City from a design, engineering or construction perspective.
- (c) Project Co shall pay to the City, in respect of any request for an Additional Property Interest, an administration fee calculated as follows:
- (i) For each Additional Property Interest requested during the First Additional Property Interests Request Period, a fee of Five Thousand Dollars, (\$5,000); and,
 - (ii) For each Additional Property Interest requested during the Final Additional Property Interests Request Period, a fee of Ten Thousand Dollars, (\$10,000).
- (d) As soon as practicable and in any event within 15 Business Days after receipt of a request for Additional Property Interests, the City shall decide whether or not it is prepared to consider the request and shall either advise Project Co that it has elected not to consider the request or shall deliver to Project Co an approximate estimate of:
- (i) the time which the City anticipates will be required to secure the Additional Property Interest; and,
 - (ii) the anticipated cost of acquiring the Additional Property Interest
- The foregoing approximate estimates shall be in no way binding upon the City and shall not limit Project Co’s obligations in Section 8.2(c).
- (e) Project Co acknowledges and agrees that any decision of the City pursuant to Section 8.1(d) above shall be final and binding on the Parties and in the event that the City elects not to consider the acquisition of any Additional Property Interest, Project Co acknowledges and agrees that the

City's decision shall not be subject to resolution pursuant to Schedule 27 – Dispute Resolution Procedure.

- (f) If the City, in its sole discretion, elects to consider a request for an Additional Property Interest, the City shall be entitled to retain the administration fee payable in respect of such request for such Additional Property Interest in accordance with Section 8.1(c) above. Such fees are in addition to the costs payable by Project Co in accordance with Section 8.2(c) below and the City shall have no obligation to refund any part of such administrative fee whether or not the request for Additional Property Interests is withdrawn by Project Co as contemplated in 8.1(g)(i) below or whether or not the Additional Property Interest is acquired or accepted as part of the Lands for any reason whatsoever.
- (g) As soon as practicable, and in any event within 15 Business Days after the later of the date the estimate described in Section 8.1(d) above was delivered, Project Co shall either:
 - (i) withdraw its request for the Additional Property Interest by written notice to the City; or
 - (ii) issue a written confirmation directing the City to proceed with the acquisition of the Additional Property Interest.

If Project Co does not issue the confirmation described in Section 8.1(g) within such 15 Business Days, then, the request for Additional Property Interests shall be deemed to have been withdrawn. If Project Co does issue the confirmation described in Section 8.1(g) within such 15 Business Days, the City shall, subject to the provisions of Section 8.2 below, proceed with the acquisition of the Additional Property Interest.

8.2 Acquisition of Additional Property Interests

- (a) Notwithstanding anything to the contrary in the Project Agreement, the City's failure to acquire any Additional Property Interest, or its failure to acquire any Additional Property Interest on or prior to the Commencement Date proposed by Project Co, shall not constitute a Delay Event, a Compensation Event, a Relief Event or a City Event of Default under the Project Agreement.
- (b) The City shall be entitled to abandon the acquisition of any Additional Property Interest at any time, for any reason and in its sole and absolute discretion, in which case the Additional Property Interest will not form part of the Lands and will not be included in the license to be granted to Project Co in accordance with Section 14.1 of the Project Agreement.
- (c) Project Co shall be responsible for all costs and expenses incurred by the City in connection with the acquisition of any Additional Property Interest, irrespective of whether the acquisition of the Additional Property Interest is completed and irrespective of whether the Additional Property Interest is acquired by negotiation or expropriation, including but not limited to all consideration paid to the owner, legal costs, including legal costs incurred by the City and third party legal costs, land surveying and appraisal costs, including third party land surveying and appraisal costs, administrative costs, the market value of the Additional Property Interest, disturbance damages, injurious affection and any and all compensation payable under the *Expropriations Act*, R.S.O. 1990, c. E. 26, if applicable, and the City shall be entitled, in accordance with Section 32.12 of the Project Agreement, to set off any such costs and expenses against any amounts otherwise due to Project Co pursuant to the terms of this Project Agreement.

- (d) Notwithstanding any provision of the Project Agreement to the contrary, including but not limited to Section 16.2, 16.3 and 16.4 of the Project Agreement, Project Co shall be responsible for any Contamination on, in or under, or migrating to or from any new parcel of land or any addition to any parcel forming part of the Lands acquired by the City as an Additional Property Interest and for any Species-at-Risk, fossils, artifacts and other objects having artistic, historic, archaeological or monetary value, including human remains and burial sites which may be found on or at any new parcel of land or any addition to any parcel forming part of the Lands acquired by the City as an Additional Property Interest. Project Co may request the opportunity to undertake additional investigations with respect any Additional Property Interest and, if such additional investigations are undertaken, Project Co shall provide the results of such investigations to the City before the City completes the acquisition of the Additional Property Interest. In the event that the City is unable to obtain the consent of the relevant property owner with respect to any additional investigation requested by Project Co pursuant to this Section 8.2(d), the City shall notify Project Co that it is unable to obtain the required consent, in which case Project Co may, subject to its obligations in Section 8.2(c), direct the City to abandon the acquisition of the relevant Additional Property Interest. Subject to this Section 8.2(d), the City shall have no obligation to conduct any investigation in connection with the acquisition of an Additional Property Interest.
- (e) The terms of any agreement, or amendment to an existing agreement, negotiated by the City with respect to the acquisition of any Additional Property Interest shall be treated, for the purposes of Section 15 of the Project Agreement and for the purpose of Schedule 16 – Encumbrances, as Encumbrances of which Project Co had knowledge prior to Financial Close provided, however, that if such an agreement or amendment is not a Standard Agreement, the City shall provide a copy of any such agreement or amendment to Project Co prior to concluding the agreement or amending agreement. Within ten (10) business days of delivery by the City of a copy of any agreement or amendment to Project Co, Project Co may, subject to its obligations in Section 8.2(c), direct the City to abandon the acquisition of the relevant Additional Property Interest, failing which Project Co shall be deemed to have accepted the terms of the agreement or amending agreement.
- (f) Project Co may, from time to time request and the City shall provide an accounting of the costs incurred in respect of any acquisition of any Additional Property Interest by the City.

9. PROPERTY REQUEST PLANS

9.1 Conflict

In the event of any conflict between information contained on the face of a Property Request Plan and the Lands Table, the provisions contained in the Lands Table shall prevail.

9.2 Building Overlays

Building overlays included in Property Request Plans suggest the approximate extent of existing building envelopes only. Unless otherwise expressly provided in the Lands Table or in Schedule 15 – Output Specifications, notwithstanding the location of any building overlay, the grant of the non-exclusive license, rights of use and access to any parcel forming part of the Lands extends only to within one hundred and fifty millimetres (150mm) from any existing building or structure. The City makes no representation as to the accuracy or completeness of building overlays included in Property Request Plans.

PART B –LANDS TABLE

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_003b	3	Construction Period	Financial Close	TM	48	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_015f	1	Project Term	Financial Close	NSI	Project Term	OMCIAA Terms & Conditions
18692-PRP_015f	2	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_015f	3	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_015f	4	Construction Period	Financial Close	TC/NMI	48	Report Card Parcel, OMCIAA Terms & Conditions NMI limited to a multi-use pathway
18692-PRP_015f	5	Construction Period	Financial Close	TC/NMI	48	Report Card Parcel, OMCIAA Terms & Conditions NMI limited to a multi-use pathway
18692-PRP_015f	6	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_015f	7	Construction Period	Financial Close	TM	48	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_015f	8	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions Pedestrian and vehicular access over parcel to be maintained between parking area and terminal building at all times for the benefit of users, employees, and invitees of the Airport
18692-PRP_015f	9	Project Term	Financial Close	TC, NSI	48	Report Card Parcel, OMCIAA Terms & Conditions NSI limited to construction of guideway support structures Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel limited to grade separated guideway and related support structures. Refer to OMCIAA Terms & Conditions for provisions governing access to support structures for maintenance purposes.
18692-PRP_015f	10	Project Term	Financial Close	TC, NSI	48	Report Card Parcel, OMCIAA Terms & Conditions NSI limited to construction of guideway support structures

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel limited to grade separated guideway and related support structures. Refer to OMCIAA Terms & Conditions for provisions governing access to support structures for maintenance purposes.
18692-PRP_015f	11	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_015f	12	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions Pedestrian and vehicular access over parcel to be maintained between parking area and terminal building at all times for the benefit of users, employees, and invitees of the Airport
18692-PRP_015f	13	Project Term	Financial Close	TC, NSI	48	Report Card Parcel, OMCIAA Terms & Conditions Stratified Parcel commencing at the underside of the elevated road providing access to the departures area. Pedestrian and vehicular access over parcel to be maintained between parking area and terminal building at all times for the benefit of users, employees, and invitees of the Airport NSI limited to construction of guideway support structures Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel limited to grade separated guideway and related support structures. Refer to OMCIAA Terms & Conditions for provisions governing access to support structures for maintenance purposes.
18692-PRP_015f	22	Project Term	Financial Close	NSI	Project Term	Report Card Parcel, OMCIAA Terms & Conditions Not a Stratified Parcel during Construction Period Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel limited to grade separated guideway and related support structures. Refer to OMCIAA Terms & Conditions for provisions governing access to support structures for maintenance purposes. Further parcel definition is required once sufficient design confirms precise location of guideway support structures.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_015f	23	Project Term	Financial Close	NSI	Project Term	Report Card Parcel, OMCIAA Terms & Conditions Not a Stratified Parcel during Construction Period Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel limited to grade separated guideway and related support structures. Refer to OMCIAA Terms & Conditions for provisions governing access to support structures for maintenance purposes. NSI limited to construction of guideway support structures
18692-PRP_015f	25	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_015f	26	Construction Period	On two months' notice in accordance with OMCIA Terms & Conditions	TC	6	Report Card Parcel, OMCIAA Terms & Conditions Refer to OMCIAA Terms & Conditions for additional conditions relating to the use of and access to area adjacent to airport loading dock
18692-PRP_015f	27	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions This parcel contains a portion of the High Velocity Canon berm. Refer to Schedule 15 – 2 for additional conditions of use and reinstatement requirements.
18692-PRP_015f	28	Project Term	Financial Close	NSI	Project Term	OMCIAA Terms & Conditions This parcel contains a portion of the High Velocity Canon berm. Refer to Schedule 15 – 2 for additional conditions of use and reinstatement requirements. Not a Stratified Parcel during Construction Period Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel limited to grade separated guideway and related support structures. Refer to OMCIAA Terms & Conditions for provisions governing access to support structures for maintenance purposes. Further parcel definition is required once sufficient design confirms precise location of guideway support structures.
18692-PRP_015f	29	Project Term	Financial Close	NSI	Project Term	Report Card Parcel, OMCIAA Terms & Conditions

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						<p>Not a Stratified Parcel during Construction Period</p> <p>Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel limited to grade separated guideway and related support structures. Refer to OMCIAA Terms & Conditions for provisions governing access to support structures for maintenance purposes.</p> <p>Further parcel definition is required once sufficient design confirms precise location of guideway support structures.</p>
18692-PRP_015f	30	Construction Period	Financial Close	TC	48	<p>This parcel contains a portion of the High Velocity Canon berm. Refer to Schedule 15 – 2 for additional conditions of use and reinstatement requirements.</p> <p>Report Card Parcel, OMCIAA Terms & Conditions</p>
18692-PRP_015f	31	Construction Period	Financial Close	TC	48	<p>This parcel contains a portion of the High Velocity Canon berm. Refer to Schedule 15 – 2 for additional conditions of use and reinstatement requirements.</p> <p>Report Card Parcel, OMCIAA Terms & Conditions</p>
18692-PRP_015f	32	Construction Period	Financial Close	TC	48	<p>This parcel contains a portion of the High Velocity Canon berm. Refer to Schedule 15 – 2 for additional conditions of use and reinstatement requirements.</p> <p>Report Card Parcel, OMCIAA Terms & Conditions</p>
18692-PRP_015f	33	Construction Period	Financial Close	TC	48	<p>Report Card Parcel, OMCIAA Terms & Conditions</p>
18692-PRP_015f	34	Construction Period	Financial Close	TA	48	<p>Report Card Parcel, OMCIAA Terms & Conditions</p> <p>To be used on a non-exclusive basis as a temporary access road in conjunction with 18692-PRP_090, Parcel 1 during the Construction Period and shared with OMCIAA and all users authorized by the City or the Airport Authority.</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_015f	35	Project Term	Financial Close	TC, NSI	48	Report Card Parcel, OMCIAA Terms & Conditions NSI limited to construction of guideway support structures. Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel limited to grade separated guideway and related support structures. Refer to OMCIAA Terms & Conditions for provisions governing access to support structures for maintenance purposes.
18692-PRP_015f	36	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions Area incorporating the E1 Parking Building excluded from Temporary Construction area.
18692-PRP_015f	37	Construction Period	Financial Close	TA	48	Report Card Parcel, OMCIAA Terms & Conditions To be used on a non-exclusive basis as a temporary access road in conjunction with 18692-PRP_090, Parcel 1 during the Construction Period and shared with OMCIAA and all users authorized by the City or the Airport Authority.
18692-PRP_015f	38	Construction Period	Financial Close	TA	48	Report Card Parcel, OMCIAA Terms & Conditions To be used on a non-exclusive basis as a temporary access road only in conjunction with 18692-PRP_090, Parcel 1 during the Construction Period and shared with OMCIAA and all users authorized by the City or the Airport Authority.
18692-PRP_015f	39	Project Term	Financial Close	NSI	Project Term	Report Card Parcel, OMCIAA Terms & Conditions Not a Stratified Parcel during Construction Period During Construction Period – access to Paul Benoit Driveway to be preserved for vehicular and pedestrian access for OMCIAA and all users authorized by the City or the Airport Authority.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						<p>Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel limited to grade separated guideway and related support structures. Refer to OMCIAA Terms & Conditions for provisions governing access to support structures for maintenance purposes.</p> <p>NSI limited to construction of guideway support structures and construction activities shall not restrict or obstruct the normal use of either the roadways used to access the arrival or departure areas of the airport terminal</p>
18692-PRP_015f	40	Project Term	Financial Close	NSI, NMI	Project Term	<p>Report Card Parcel, OMCIAA Terms & Conditions</p> <p>Not a Stratified Parcel during Construction Period</p> <p>Pedestrian and vehicular access over parcel to be maintained between parking area and terminal building at all times for the benefit of users, employees, and invitees of the Airport</p> <p>Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel limited to grade separated guideway and related support structures. Refer to OMCIAA Terms & Conditions for provisions governing access to support structures for maintenance purposes.</p>
18692-PRP_015f	41	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_015f	42	Construction Period	Financial Close	TA, TC	48	<p>Report Card Parcel, OMCIAA Terms & Conditions</p> <p>Portion of Parcel to be used on a non-exclusive basis as a temporary access road in conjunction with 18692-PRP_090, Parcel 1 during the Construction Period and shared with OMCIAA and all users authorized by the City or the Airport Authority.</p>
18692-PRP_016f	1	Project Term	Financial Close	NSI	Project Term	OMCIAA Terms & Conditions
18692-PRP_016f	2	Construction Period	Financial Close	TM/TC	48	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_016f	3	Construction Period	Financial Close	TC	48	<p>Report Card Parcel, OMCIAA Terms & Conditions</p> <p>A vehicular access route to be maintained through Parcel at all times for use of</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						visitors to the EY Centre, for contractors and employees of the EY Centre and for deliveries to the EY Centre.
18692-PRP_016f	4	Construction Period	Financial Close	TC	48	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_016f	5	Construction Period	On two months' notice subject to OMCIAA Terms and Conditions	TC/NMI	12	Report Card Parcel, OMCIAA Terms & Conditions To be used for construction of bus facilities only. A vehicular access route to be maintained through Parcel at all times for use of visitors to the EY Centre, for contractors and employees of the EY Centre and for deliveries to the EY Centre.
18692-PRP_33e	1	Project Term	Financial Close	NSI	Project Term	OMCIAA Terms & Conditions NRC Spur Track. See Schedule 15 - Output Specifications NRC Terms and Conditions
18692-PRP_33e	2	Project Term	Financial Close	NSI	Project Term	OMCIAA Terms & Conditions
18692-PRP_33e	3	Project Term	Financial Close	NSI	Project Term	OMCIAA Terms & Conditions
18692-PRP_33e	4	Construction Period	October 1, 2019	TC/NMI	4	Report Card Parcel, OMCIAA Terms & Conditions NMI is limited to a watermain.
18692-PRP_33e	5	Project Term	Financial Close	NSI	Project Term	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_35a	1	Project Term	Financial Close	Shared Access Road	Project Term	OMCIAA Terms & Conditions To be used only on a non-exclusive basis as an access road shared with OMCIAA and the City.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_35a	2	Construction Period	April 1, 2019	TC	22	Report Card Parcel OMCIIAA Terms & Conditions
18692-PRP_35a	3	Construction Period	April 1, 2019	TC/NMI	22	Report Card Parcel OMCIIAA Terms & Conditions
18692-PRP_35a	4	Construction Period	April 1, 2019	TC/NMI	22	Report Card Parcel OMCIIAA Terms & Conditions
18692-PRP_35a	5	Construction Period	April 1, 2019	TC/NMI	22	Report Card Parcel OMCIIAA Terms & Conditions
18692-PRP_35a	6	Project Term	Financial Close	Culvert Maintenance Only	Project Term	Report Card Parcel OMCIIAA Terms & Conditions To be used for access only for culvert maintenance
18692-PRP_35a	7	Project Term	Financial Close	Culvert Maintenance Only	Project Term	Report Card Parcel OMCIIAA Terms & Conditions To be used for access only for culvert maintenance
18692-PRP_36b	1	Project Term	Financial Close	NSI	Project Term	OMCIIAA Terms & Conditions
18692-PRP_36b	2	Construction Period	On two months' notice subject to OMCIIAA Terms and Conditions	TC, NMI	12	Report Card Parcel, OMCIIAA Terms & Conditions NMI limited to a multi-use pathway.
18692-PRP_36b	3	Construction Period	April 1, 2019	TC	22	Report Card Parcel, OMCIIAA Terms & Conditions.
18692-PRP_37c	1	Project Term	Financial Close	NSI	Project Term	OMCIIAA Terms & Conditions
18692-PRP_65	1	Project Term	Financial Close	NSI	Project Term	OMCIIAA Terms & Conditions
18692-PRP_65	2	Construction Period	Financial Close	TC	22	Report Card Parcel, OMCIIAA Terms & Conditions

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_90a	1	Construction Period	Financial Close	TA	48	Report Card Parcel, OMCIAA Terms & Conditions To be used on a non-exclusive basis as a temporary access road during the Construction Period and shared with OMCIAA and all users authorized by the City or the Airport Authority.
18692-PRP_93a	1	Construction Period	On two months' notice subject to OMCIAA Terms and Conditions	TC, NMI	12	Report Card Parcel, OMCIAA Terms & Conditions NMI limited to a multi-use pathway.
18692-PRP_93a	2	Construction Period	April 1, 2019	TC	22	Report Card Parcel, OMCIAA Terms & Conditions
18692-PRP_93a	3	Construction Period	April 1, 2019	TC	22	Report Card Parcel, OMCIAA Terms & Conditions

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_019b	1	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination
18692-PRP_020a	1	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination
18692-PRP_020a	2	Project Term	Financial Close	TC/NSI	Project Term	Parcel includes both station and park and ride lands which are to remain operational during the Construction Period. Use of park and ride lands during Construction Period is subject to additional restrictions and requirements per Schedule 15- Output Specifications.
18692-PRP_021b	1	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination
18692-PRP_021b	2	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination NRC Spur Track. See Schedule 15 – Output Specifications NRC Terms and Conditions
18692-PRP_021b	3	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination NRC Spur Track. See Schedule 15 – Output Specifications NRC Terms and Conditions
18692-PRP_021b	4	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination Parcel includes an at grade crossing of an access to road used by the OMCIAA
18692-PRP_021b	6	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination Following construction of grade separation, Stratified Parcel where the rail corridor traverses Leitrim Road. Stratified Parcel includes the whole of the grade separation at Leitrim Road but, following construction of the grade separation will exclude the travelled portion of Leitrim Road. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Refer to Schedule 15 – Output Specifications with respect to traffic management during Construction Period.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_022b	1	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination NRC Terms and Conditions
18692-PRP_022b	2	Project Term	-	NSI	Project Term	Telecom License Parcel, Utility Coordination NRC Terms and Conditions ROW Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel includes the whole of the grade separation at Hunt Club (see Schedule 15- Output Specifications with respect to new Hunt Club grade separation). Stratified Parcel excludes travelled portion of Hunt Club Road. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_022b	3	Project Term	-	NSI	Project Term	Telecom License Parcel, Utility Coordination NRC Terms and Conditions ROW Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel includes the full extent of the grade separation(s) at Lester Road (see Schedule 15- Output Specifications with respect to new Lester grade separation(s)). Stratified Parcel excludes travelled portion of Hunt Club Road. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_022b	4	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination NRC Spur Track. See Schedule 15 – Output Specifications NRC Terms and Conditions
18692-PRP_022b	5	Project Term	-	NSI	Project Term	Telecom License Parcel, Utility Coordination NRC Terms and Conditions ROW NRC Spur Track. See Schedule 15 – Output Specifications.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_022b	6	Construction Period	-	TC	Construction Period	Telecom License Parcel, Utility Coordination ROW
18692-PRP_022b	7	Construction Period	-	TC	Construction Period	Telecom License Parcel, Utility Coordination ROW
18692-PRP_023c	1	Project Term	Financial Close	NSI	Project Term	ROW (where Parcel 1 crosses Airport Parkway) Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel includes the full extent of the grade separation at the Airport Parkway (see Schedule 15- Output Specifications with respect to new Lester grade separation(s)). Stratified Parcel excludes travelled portion of the Airport Parkway. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_023c	2	Construction Period	Financial Close	TM	Construction Period	ROW (where Parcel 2 crosses Airport Parkway) Report Card Parcel
18692-PRP_023c	3	Construction Period	Financial Close	TC	Construction Period	ROW (where Parcel 3 crosses Airport Parkway)
18692-PRP_023c	4	Construction Period	Financial Close	TC	Construction Period	
18692-PRP_023c	5	Construction Period	Financial Close	TC	Construction Period	
18692-PRP_023c	6	Construction Period	Financial Close	TC	Construction Period	ROW (where Parcel 6 crosses Airport Parkway)
18692-PRP_026d	1	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints CN Terms & Conditions Parcel contains Walkley Diamond infrastructure. Telecom License Parcel, Utility Coordination Stratified Parcel where the rail corridors traverse the Transitway. Stratified Parcel

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						includes the full extent of the grade separations in this location. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. NRC Terms and Conditions
18692-PRP_026d	2	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination NRC Terms and Conditions Further parcel definition is required to define Stratified Parcels once sufficient design confirms precise location of two new Rail Bridges over multi-use pathways – Refer to Schedule 15 – Output Specifications and Schedule 15-3 – Maintenance and Rehabilitation. Stratified Parcels to include full extent of grade separations.
18692-PRP_026d	3	Construction Period	Financial Close	TA	Construction Period	Report Card Parcel Temporary Access Road Only
18692-PRP_026d	4	Construction Period	Financial Close	TA	Construction Period	Report Card Parcel
18692-PRP_026d	5	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_026d	6	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_026d	7	Construction Period	Financial Close	TC	Project Term	Report Card Parcel
18692-PRP_026d	8	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_026d	9	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_026d	10	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_026d	11	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_026d	12	Construction Period	Financial Close	NMI	Construction Period	Report Card Parcel
18692-PRP_027a	1	Construction Period	Financial Close	NSI	Project Term	Corridor Lands Constraints Stratified Parcel – commencing at the underside of the Walkley Road overpass structure and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Telecom License Parcel, Utility Coordination
18692-PRP_027a	2	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_027a	3	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_027a	4	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination CN Terms & Conditions Parcel contains Walkley Diamond infrastructure.
18692-PRP_027a	5	Construction Period	Financial Close	TC / TM	Construction Period	Report Card Parcel
18692-PRP_027a	6	Project Term	Financial Close	NSI (Access Road Only)	Project Term	To be used for purposes of an access road only. [Note to First Negotiation Proponent: Parcel to be amended to accommodate reconfigured access road.]
18692-PRP_027a	7	Project Term	Financial Close	NSI (Access Road Only)	Project Term	To be used for purposes of an access road only. [Note to First Negotiation Proponent: Parcel to be amended to accommodate reconfigured access road.]

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_027a	8	Project Term	Financial Close	NSI (Access Road and Emergency Access Only)	Project Term	To be used only for purposes of an access road and for emergency egress.
18692-PRP_028c	1	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Stratified Parcel commencing at the underside of the Riverside Drive overpass structure and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Telecom License Parcel, Utility Coordination
18692-PRP_028c	2	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_028c	3	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Stratified Parcel commencing at the underside of the Heron Road overpass structure and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Telecom License Parcel, Utility Coordination
18692-PRP_028c	4	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Stratified Parcel commencing at the underside of the Airport Parkway overpass structure and within the horizontal limits of the bridge abutments. Access to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Stratified Parcel where the rail corridor traverses the Transitway. Stratified Parcel including the full extent of the grade separation in this location but excluding the

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						<p>travelled portion of the Transitway.</p> <p>Stratified Parcel where the rail corridor crosses Sawmill Creek. Stratified Parcel including the full extent of the Sawmill Creek railway grade separation in this location.</p> <p>Access to be preserved for City for maintenance of Brookfield Pathway multi-use pathway and associated structures. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p> <p>Access to be preserved for City for maintenance of Brookfield Pathway multi-use pathway and associated structures. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p> <p>Stratified Parcel following completion of construction of the VIA Rail Grade Separation at Ellwood. Stratified Parcel includes the full extent of the grade separation in this location but excludes the VIA rail track and any related infrastructure. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p> <p>VIA Terms and Conditions.</p> <p>Part of parcel located at the intersection of the Trillium Line and Ellwood Subdivision subject to crossing rights in favour of Canadian National Railway and VIA Rail Canada. Crossing to remain fully operational at all times. Existing Ellwood Diamond to be maintained and operated by Project Co. in accordance with Schedule 15 and VIA Terms and Conditions until such time as Project Co has completed the decommissioning of the interlocking infrastructure at the diamond and VIA has assumed full control and responsibility for dispatch on their line.</p>
18692-PRP_028c	5	Project Term	Financial Close	NSI	Project Term	<p>Corridor Lands Constraints</p> <p>Telecom License Parcel, Utility Coordination</p>
18692-PRP_028c	6	Project Term	Financial Close	NSI	Project Term	<p>Corridor Lands Constraints</p> <p>Telecom License Parcel, Utility Coordination</p>
18692-PRP_028c	7	Project Term	Financial Close	NSI (Access Road Only)	Project Term	<p>For purposes of an access road only.</p> <p>VIA Terms and Conditions</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_028c	8	Project Term	Financial Close	NSI (Access Road Only)	Project Term	For purposes of an access road only.
18692-PRP_028c	9	Project Term	Financial Close	NSI (Access Road Only)	Project Term	For purposes of an access road only. VIA Terms and Conditions
18692-PRP_028c	10	Project Term	Financial Close	NSI (Access Road Only)	Project Term	For purposes of an access road only.
18692-PRP_028c	11	Project Term	Financial Close	NSI (Access Road Only)	Project Term	For purposes of an access road only.
18692-PRP_028c	12	Project Term	Financial Close	NSI (Access Road Only)	Project Term	For purposes of an access road only.
18692-PRP_028c	13	Construction Period	Financial Close	TA	Construction Period	Report Card Parcel
18692-PRP_028c	14	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_028c	15	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_028c	16	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_028c	17	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_028c	18	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_028c	19	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-PRP_028c	20	Construction Period	Financial Close	TA	Construction Period	Report Card Parcel
18692-PRP_028c	21	Construction Period	Financial Close	TA	Construction Period	Report Card Parcel
18692-PRP_028c	22	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel
18692-	23	Construction Period	Financial Close	TA	Construction	Stratified Parcel – commencing at the underside of the Heron overpass structure and

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
PRP_028c					Period	<p>within the horizontal limits of the bridge abutments.</p> <p>Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p> <p>Report Card Parcel</p>
18692-PRP_028c	24	Construction Period	Financial Close	TM	Construction Period	<p>Report Card Parcel</p> <p>VIA Terms and Conditions</p>
18692-PRP_028c	25	Construction Period	Financial Close	TM	Construction Period	<p>Report Card Parcel</p> <p>VIA Terms and Conditions</p>
18692-PRP_028c	26	Construction Period	Financial Close	TM	Construction Period	<p>Report Card Parcel</p> <p>VIA Terms and Conditions</p>
18692-PRP_029e	1	Project Term	Financial Close	NSI	Project Term	<p>Corridor Lands Constraints</p> <p>Telecom License Parcel, Utility Coordination</p> <p>Carleton University Terms</p>
18692-PRP_029e	2	Project Term	Financial Close	NSI	Project Term	<p>Corridor Lands Constraints</p> <p>Telecom License Parcel, Utility Coordination</p> <p>Carleton University Terms</p> <p>Stratified Parcel excludes air rights to be transferred to Carleton University and legally described as Parcel 1 on Plan 4R-28570.</p> <p>Subject to terms of additional agreements between the City of Ottawa and Carleton University with respect to the Carleton University parking structure in this location including an Operations, Maintenance and Lifecycle Agreement a copy of which will be provided to Project Co. prior to Financial Close and various easements to be registered on title to the parcel prior to Financial Close.</p> <p>Carleton University Terms provide for coordination of Carleton University construction of additional storeys over parking structure during Shut Down Period in accordance with Carleton University Terms.</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						Access to Parcel to be preserved for Carleton University for maintenance of parking structure.. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_029e	3	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Carleton University Terms
18692-PRP_029e	4	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Stratified Parcel – commencing at the underside of the Campus Avenue overpass structure and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for Carleton University for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Carleton University Terms
18692-PRP_029e	5	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Carleton University Terms
18692-PRP_029e	6	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Stratified Parcel - includes the whole of the grade separation but excludes pedestrian walkway. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Carleton University Terms

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_029e	7	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Carleton University Terms
18692-PRP_029e	8	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Stratified Parcel - includes the whole of the grade separation but excludes pedestrian walkway. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Carleton University Terms
18692-PRP_029e	9	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Carleton University Terms
18692-PRP_029e	10	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Stratified Parcel where rail corridor traverses University Road and multi-use pathway. Stratified Parcel includes the full extent of the grade separation. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Carleton University Terms
18692-PRP_029e	11	Project Term	Financial Close	NSI	Project Term	Stratified Parcel – commencing at the upper limit of utility installation(s). Corridor Lands Constraints Telecom License Parcel, Utility Coordination Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Carleton University Terms
18692-	12	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
PRP_029e						Telecom License Parcel, Utility Coordination Carleton University Terms
18692-PRP_029e	13	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Carleton University Terms
18692-PRP_029e	14	Project Term	Financial Close	NSI	Project Term	Stratified Parcel, commencing at the upper limit of an existing pedestrian tunnel structure. Corridor Lands Constraints Telecom License Parcel, Utility Coordination Carleton University Terms Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_030b	1	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Stratified Parcel – Commencing at the underside of the Beech Street overpass structure and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Telecom License Parcel, Utility Coordination
18692-PRP_030b	2	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Part of parcel to become a Stratified Parcel following construction of the future Adeline-Hickory Street pedestrian bridge by the City. Stratified Parcel commencing at underside of future structure and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for City for future maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						Telecom License Parcel, Utility Coordination
18692-PRP_030b	3	Project Term	Financial Close	NSI	Project Term	<p>Corridor Lands Constraints</p> <p>Stratified Parcel - Commencing at the underside of the Carling Avenue overpass structure and within the horizontal limits of the bridge abutments.</p> <p>Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p> <p>Telecom License Parcel, Utility Coordination</p>
18692-PRP_030b	4	Project Term	Financial Close	NSI	Project Term	<p>Corridor Lands Constraints</p> <p>Telecom License Parcel, Utility Coordination</p>
18692-PRP_030b	5	Project Term	Financial Close	NSI	Project Term	<p>Corridor Lands Constraints</p> <p>Stratified Parcel - Commencing at the underside of the Prince of Wales Drive overpass structures and within the horizontal limits of the bridge abutments.</p> <p>Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p> <p>Telecom License Parcel, Utility Coordination</p>
18692-PRP_030b	6	Project Term	Financial Close	NSI	Project Term	<p>Corridor Lands Constraints</p> <p>Telecom License Parcel, Utility Coordination</p>
18692-PRP_30b	7	Project Term	November 1, 2020	NSI	Project Term	<p>Stratified Parcel – segment of parcel travelling under Young Street pedestrian bridge commencing at underside of grade separation.</p> <p>Telecom License Parcel, Utility Coordination</p>
18692-PRP_30b	8	Project Term	November 1, 2020	NSI	Project Term	<p>Stratified Parcel - Commencing at the underside of the grade separation of the Trillium Line at Highway 417, as replaced and reconstructed by the MTO generally in accordance with preliminary design plan included in the Data Room. Final designs for the replacement and reconstruction of the grade separation will be provided to Proponents / Project Co. when they become available.</p> <p>A buffer having a minimum width of one metre (1m) shall be maintained at all times adjacent to the westerly bridge abutment supporting the Highway 417 grade</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						separation at the Trillium Line. Access to parcel to be maintained for the MTO for maintenance purposes. Refer to Schedule 15-3. Telecom License Parcel, Utility Coordination
18692-PRP_30b	9	Project Term	November 1, 2020	NSI	Project Term	Telecom License Parcel, Utility Coordination
18692-PRP_031d	1	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	2	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Stratified Parcel – commencing at the underside of grade separation. Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	3	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_031d	4	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Stratified Parcel - Commencing at the underside of the Albert Street overpass structures and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for City for maintenance of overpass structure,

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	5	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination Major sewer infrastructure relocation occurring east of Parcel together with potential station connectivity works to be undertaken by owner of adjacent property. Some coordination with owner of adjacent property may be required.
18692-PRP_031d	6	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints For Communications Room use, access, maintenance and emergency egress only. Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	7	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	8	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Confederation Line Lands Constraints

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						Major sewer infrastructure relocation occurring east of Parcel. Some coordination with owner of adjacent property may be required.
18692-PRP_031d	9	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Stratified Parcel - Commencing at the underside of the Somerset Street West overpass structure and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Telecom License Parcel, Utility Coordination
18692-PRP_031d	10	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Report Card Parcel Telecom License Parcel, Utility Coordination
18692-PRP_031d	11	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Report Card Parcel Stratified Parcel - Commencing at the underside of the Gladstone Avenue overpass structure and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Telecom License Parcel, Utility Coordination
18692-PRP_031d	12	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints For access, maintenance and emergency egress and Utility Works only. Telecom License Parcel, Utility Coordination
18692-PRP_031d	13	Construction Period	Financial Close	TC	Construction Period	Corridor Lands Constraints

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						Report Card Parcel Telecom License Parcel, Utility Coordination
18692-PRP_031d	14	Construction Period	July 1, 2019	TM	Construction Period	Report Card Parcel
18692-PRP_031d	15	Construction Period	Financial Close	TC/NMI	Construction Period	Corridor Lands Constraints Report Card Parcel NMI limited to a multi-use pathway. Telecom License Parcel, Utility Coordination
18692-PRP_031d	16	Construction Period	Financial Close	TC/NMI	Construction Period	Report Card Parcel NMI limited to a multi-use pathway.
18692-PRP_031d	17	Construction Period	Financial Close	TC	Construction Period	Corridor Lands Constraints Report Card Parcel Telecom License Parcel, Utility Coordination
18692-PRP_031d	18	Construction Period	Financial Close	TC	Construction Period	Corridor Lands Constraints Confederation Line Lands Constraints Report Card Parcel Telecom License Parcel, Utility Coordination Major sewer infrastructure relocation occurring east of Parcel. Some coordination with owner of adjacent property may be required. Tie backs in support of excavation of adjacent lands to be installed within this parcel by the developer of the adjacent site prior to or during Construction Period.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_031d	19	Construction Period	July 1, 2019	TA	Construction Period	Report Card Parcel
18692-PRP_031d	20	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_031d	21	Construction Period	Financial Close	TC	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination Stratified Parcel - Commencing at the underside of the Albert Street overpass structure and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_031d	22	Construction Period	Financial Close	TC	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Report Card Parcel Telecom License Parcel, Utility Coordination
18692-PRP_031d	23	Construction Period	Financial Close	TC	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination Stratified Parcel - Commencing at the underside of the overpass structure and within the horizontal limits of the bridge abutments.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_031d	24	Construction Period	Financial Close	TC	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Report Card Parcel Telecom License Parcel, Utility Coordination
18692-PRP_031d	25	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination Stratified Parcel - Commencing at the underside of the Albert Street overpass structures and within the horizontal limits of the bridge abutments. Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_031d	26	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	27	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	28	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	29	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	30	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	31	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Confederation Line Lands Constraints Telecom License Parcel, Utility Coordination
18692-PRP_031d	32	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination Confederation Line Lands Constraints Major sewer infrastructure relocation occurring east of Parcel. Some coordination with owner of adjacent property may be required.
18692-PRP_031d	33	Project Term	Financial Close	NSI	Project Term	Utility Coordination NSI limited to pedestrian bridge and related infrastructure. Coordination with owner of adjacent development site will be required. City will make parcel, together with adjacent City owned property not included in the Lands, available to owner of adjacent property for temporary subterranean support of

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						excavation during Construction Period.
18692-PRP_031d	34	Construction Period	Financial Close	TC	Project Term	<p>Corridor Lands Constraints</p> <p>Telecom License Parcel, Utility Coordination</p> <p>Confederation Line Lands Constraints</p> <p>Major sewer infrastructure relocation occurring east of Parcel. Some coordination with owner of adjacent property may be required.</p> <p>Tie backs in support of excavation of adjacent lands to be installed within this parcel by the developer of the adjacent site prior to or during Construction Period.</p>
18692-PRP_031d	35	Construction Period	Financial Close	TC	Project Term	<p>Corridor Lands Constraints</p> <p>Telecom License Parcel, Utility Coordination</p> <p>Confederation Line Lands Constraints</p> <p>Major sewer infrastructure relocation occurring east of Parcel. Some coordination with owner of adjacent property may be required.</p> <p>Tie backs in support of excavation of adjacent lands to be installed within this parcel by the developer of the adjacent site prior to or during Construction Period.</p>
18692-PRP_40a	3	Project Term	Financial Close	NSI	Project Term	Potential station connectivity works to be undertaken by owner of adjacent property following the Revenue Service Date. Some coordination with owner of adjacent property may be required.
18692-PRP_40a	4	Project Term	Financial Close	NSI	Project Term	Potential station connectivity works to be undertaken by owner of adjacent property following the Revenue Service Date. Some coordination with owner of adjacent property may be required.
18692-PRP_40a	5	Construction Period	Financial Close	TC	Construction Period	<p>Report Card Parcel</p> <p>Potential station connectivity works to be undertaken by owner of adjacent property following the Revenue Service Date. Some coordination with owner of adjacent property may be required.</p>
18692-PRP_41d	1	Construction Period	April 1, 2019	TM	30 Months	<p>Report Card Parcel</p> <p>Potential development works to be undertaken by owner on adjacent property during</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						<p>the Construction Period and following the Revenue Service Date. Some coordination with owner of the property may be required.</p> <p>Monitoring wells located within the boundaries of the parcel and identified in plans posted in the Data Room to be protected. Access to monitoring wells and boreholes to be provided to owner of parcel by Project Co. on request by owner subject to reasonable terms and conditions to be imposed by Project Co.</p> <p>Owner is pursuing Record of Site Condition filing for this parcel under O.Reg. 153. Any soil brought to the parcel intended to remain on the parcel must be sampled in accordance with requirements of O.Reg. 153 applicable to soil brought to an “RSC property” as defined in O.Reg. 153.</p> <p>Prior to completion of term of use of parcel, Project Co. to prepare and deliver to the City a plan of the parcel showing the location of any above-ground storage tanks, chemical/fuel/oil storage areas, salt/de-icing materials storage areas, or similar known hazardous substances storage areas or fillings stations, known to have existed over the course of the term of use of the parcel by Project Co.</p>
18692-PRP_66a	1	Project Term	Financial Close	NSI	Project Term	For access, maintenance and grading only.
18692-PRP_66a	2	Project Term	Financial Close	NSI	Project Term	
18692-PRP_66a	3	Project Term	Financial Close	NSI	Project Term	
18692-PRP_66a	4	Construction Period	Financial Close	TA/NMI	Construction Period	Report Card Parcel
18692-PRP_66a	5	Construction Period	Financial Close	TA/NMI	Construction Period	Report Card Parcel
18692-PRP_66a	6	Project Term	Financial Close	NMI	Project Term	Report Card Parcel
18692-PRP_067c	1	Project Term	Financial Close	NSI	Project Term	<p>Corridor Lands Constraints</p> <p>Telecom License Parcel, Utility Coordination</p> <p>CN Terms & Conditions</p> <p>Parcel contains Walkley Diamond infrastructure.</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_067c	2	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination New Walkley Yard as defined in Schedule 15-1
18692-PRP_067c	3	Project Term	Financial Close	NSI / TM	Project Term / Construction Period	Corridor Lands Constraints Telecom License Parcel, Utility Coordination New Walkley Yard as defined in Schedule 15-1
18692-PRP_067c	4	Construction Period	Financial Close	Access Only	Project Term	Vehicular access to Existing Walkley Yards to be maintained at all times. Parcel to be dedicated as ROW during Project Term.
18692-PRP_067c	5	Construction Period	Financial Close	Access Only	Project Term	Vehicular access to Existing Walkley Yards to be maintained at all times. Parcel to be dedicated as ROW during Project Term.
18692-PRP_067c	6	Construction Period	The First Day of the Shutdown Period	TA	No access after May 15, 2021	To be used for the sole purpose of ingress & egress to Parcel 7 and 8 on 18692-PRP_067c
18692-PRP_067c	7	Construction Period	The First Day of the Shutdown Period	Refer to Schedule 15-2	No access after May 15, 2021	Report Card Parcel Not to be used for construction staging or construction materials storage of any description. To be used for the sole purpose of performing work, maintenance and service on the Existing Vehicle Fleet in accordance with Schedule 15-2 Design and Construction.
18692-PRP_067c	8	Construction Period	The First Day of the Shutdown Period	NSI	Project Term	Report Card Parcel
18692-PRP_067c	9	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination New Walkley Yard as defined in Schedule 15-1
18692-PRP_067c	10	Project Term	Financial Close	NSI	Project Term	Corridor Lands Constraints Telecom License Parcel, Utility Coordination

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						New Walkley Yard as defined in Schedule 15-1
18692-PRP_080	1	Construction Period	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination
18692-PRP_089b	1	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination
18692-PRP_089b	2	Construction Period	Financial Close	TC	Construction Period	
18692-PRP_089b	3	Construction Period	Financial Close	TC	Construction Period	
18692-PRP_092	1	Construction Period	Financial Close	TA	Construction Period	To be used only in conjunction with 18692-PRP_75 Parcel 3 Restrict Ingress / Egress at Bridle Path Drive to construction traffic only – Project Co to provide and maintain gate. Existing access to be maintained at 2676 & 2678 Mac Street at all times.
18692-PRP_099	2	Project Term	Financial Close	NSI	Project Term	Telecom License Parcel, Utility Coordination Report Card Parcel
18692-PRP_099	5	Construction Period	Financial Close	TC	Construction Period	Telecom License Parcel, Utility Coordination Report Card Parcel
18692-PRP_099	6	Construction Period	Financial Close	TC	Construction Period	Telecom License Parcel, Utility Coordination Report Card Parcel
18692-PRP_118	1	Construction Period	Financial Close	TA	Construction Period	Report Card Parcel
18692-PRP_118	2	Construction Period	Financial Close	TA	Construction Period	Report Card Parcel
18692-PRP_118	3	Construction Period	Financial Close	TA	Construction Period	Report Card Parcel
18692-PRP_118	4	Construction Period	Financial Close	TC, NMI	Construction Period	Report Card Parcel NMI limited to wetland rehabilitation

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_020a	3	Construction Period	-	TC	-	ROW
18692-PRP_020a	4	Construction Period	-	TC	-	ROW
18692-PRP_020a	5	Construction Period	-	TC	-	ROW
18692-PRP_024c	1	Project Term	-	NSI	Project Term	<p>ROW</p> <p>Stratified Parcel where the rail corridor traverses Uplands Drive. Stratified Parcel includes the whole of the grade separation at Uplands Drive but excludes travelled portion of Uplands Drive.</p> <p>Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p>
18692-PRP_32b	1	Project Term	-	NSI	Project Term	<p>ROW</p> <p>Following construction of grade separation, Stratified Parcel where the rail corridor traverses Leitrim Road. Stratified Parcel includes the whole of the grade separation at Leitrim Road but, following construction of the grade separation will exclude the travelled portion of Leitrim Road.</p> <p>Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p> <p>Refer to Schedule 15 – Output Specifications with respect to traffic management during Construction Period.</p>
18692-PRP_32b	2	Construction Period	-	TC	Construction Period	<p>ROW</p> <p>Refer to Schedule 15 – Output Specifications with respect to traffic management during Construction Period.</p> <p>Maintain vehicular and pedestrian access at all times to private homes and businesses having frontage on this Parcel.</p>
18692-PRP_32b	3	Construction Period	-	TC	Construction Period	<p>ROW</p> <p>Refer to Schedule 15 – Output Specifications with respect to traffic management during Construction Period.</p> <p>Maintain access at all times to private homes and business having frontage on this</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						Parcel
18692-PRP_099	1	Project Term	-	NSI	Project Term	<p>ROW</p> <p>Telecom License Parcel, Utility Coordination</p> <p>Following construction of grade separation, Stratified Parcel where the rail corridor traverses Earl Armstrong Road. Stratified Parcel includes the whole of the grade separation at Earl Armstrong Road but, following construction of the grade separation will exclude the travelled portion of Earl Armstrong Road.</p> <p>Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p> <p>Refer to Schedule 15 – Output Specifications with respect to traffic management during Construction Period.</p>
18692-PRP_099	3	Construction Period	-	TC	Construction Period	ROW
18692-PRP_099	4	Construction Period	-	TC	Construction Period	ROW
18692-PRP_0102	1	Construction Period	Financial Close	TM	Construction Period	<p>Stratified Parcel – commencing at the underside of the Bronson Avenue overpass structure and within the horizontal limits of the bridge abutments.</p> <p>Access to Parcel to be preserved for City for maintenance of overpass structure, grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p>
18692-PRP_0107	1	Construction Period	Financial Close	NSI	Project Term	<p>Corridor Lands Constraints</p> <p>CN Terms & Conditions</p> <p>Parcel contains Walkley Diamond infrastructure.</p> <p>Telecom License Parcel, Utility Coordination</p> <p>Stratified Parcel – for the portion commencing at the underside of the Bank Street overpass structure and within the horizontal limits of the bridge abutments.</p> <p>Access to Parcel to be preserved for City for maintenance of overpass structure,</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						grading and/or retaining walls. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_43	1	Construction Period	February 1, 2020	TC	17	Report Card Parcel, Subject to terms of temporary construction license with property owner in the form of a Standard Agreement.
18692-PRP_46f	1	Project Term	March 1, 2019	Access Road Only	Project Term	Carleton University Terms, Report Card Parcel For use as access points for purposes of construction and maintenance only.
18692-PRP_46f	2	Project Term	March 1, 2019	Access Road Only	Project Term	Carleton University Terms, Report Card Parcel For use as access points for purposes of construction and maintenance only.
18692-PRP_46f	3	Project Term	March 1, 2019	Access Road Only	Project Term	Carleton University Terms, Report Card Parcel For use as access points for purposes of construction and maintenance only.
18692-PRP_46f	4	Construction Period	March 1, 2019	TA	Construction Period	Carleton University Terms, Report Card Parcel Access to be maintained for and shared with OC Transpo and Carleton University, its employees, students, invitees.
18692-PRP_46f	5	Construction Period	March 1, 2019	TC	Construction Period	Carleton University Terms, Report Card Parcel
18692-PRP_46f	6	Construction Period	March 1, 2019	TA	Construction Period	Carleton University Terms, Report Card Parcel Access to be maintained for and shared with OC Transpo and Carleton University, its employees, students, invitees.
18692-PRP_46f	7	Construction Period	March 1, 2019	TC	Construction Period	Carleton University Terms, Report Card Parcel
18692-PRP_46f	8	Construction Period	March 1, 2019	TM	Construction Period	Carleton University Terms, Report Card Parcel
18692-PRP_46f	9	Construction Period	March 1, 2019	TC	Construction Period	Carleton University Terms, Report Card Parcel
18692-PRP_46f	10	Construction Period	March 1, 2019	TC	Construction Period	Carleton University Terms, Report Card Parcel
18692-PRP_46f	11	Construction Period	March 1, 2019	TC	Construction Period	Carleton University Terms, Report Card Parcel

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_46f	12	Construction Period	March 1, 2019	TC, NMI	Construction Period	Carleton University Terms, Report Card Parcel
18692-PRP_46f	13	Construction Period	March 1, 2019	TC	Construction Period	Carleton University Terms, Report Card Parcel
18692-PRP_46f	14	Construction Period	March 1, 2019	TC	Construction Period	Carleton University Terms, Report Card Parcel
18692-PRP_46f	15	Construction Period	March 1, 2019	TC	Construction Period	Carleton University Terms, Report Card Parcel
18692-PRP_46f	16	Construction Period	March 1, 2019	TC, NMI	Construction Period	Carleton University Terms, Report Card Parcel
18692-PRP_52a	1	Project Term	July 1, 2019	NSI	Project Term	For purposes of providing construction and maintenance access only.
18692-PRP_53	1	Project Term	March 1, 2019	NSI	Project Term	For purposes of providing construction and maintenance access and emergency egress only.
18692-PRP_54	1	Project Term	March 1, 2019	NSI	Project Term	For purposes of providing construction and maintenance access and emergency egress only.
18692-PRP_56d	1	Construction Period/ Project Term	March 1, 2019	TC/NMI/NSI	22	Report Card Parcel, South Keys Terms and Conditions.
18692-PRP_56d	2	Construction Period	March 1, 2019	TC/NMI	22	Report Card Parcel, South Keys Terms and Conditions.
18692-PRP_56d	3	Construction Period	March 1, 2019	TA	22	Report Card Parcel, South Keys Terms and Conditions
18692-PRP_56d	4	Construction Period	March 1, 2019	Utility Works only	22	For purposes of completing Utility Works only. Report Card Parcel, South Keys Terms and Conditions Access for delivery and emergency vehicles to be maintained at all times

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_58a	1	Project Term	March 1, 2019	NSI	Project Term	
18692-PRP_59c	1	Project Term	March 1, 2019	NSI	Project Term	
18692-PRP_59c	2	Construction Period	March 1, 2019	TM	36	Report Card Parcel Subject to terms of temporary construction license with property owner in the form of a Standard Agreement. Mobilization site excludes utility installation at southwest corner of Parcel 2. Vehicular access to utility installation from Mac Street to be maintained at all times.
18692-PRP_75	1	Project Term	March 1, 2019	NSI	Project Term	
18692-PRP_75	2	Construction Period	March 1, 2019	TC, NMI	Construction Period	
18692-PRP_75	3	Construction Period	March 1, 2019	TA	36	Restrict Ingress / Egress at Bridle Path Drive to construction traffic only – Project Co to provide and maintain gate at Bridle Path Drive. Existing access to 2676 at 2678 Mac Street to be maintained at all times.
18692-PRP_94b	1	Construction Period	April 1, 2019	TC, NMI	36	
18692-PRP_94b	2	Construction Period	April 1, 2019	TC, NMI	36	
18692-PRP_94b	3	Project Term for NSI Construction Period for TC	April 1, 2019	TC, NSI	Project Term for NSI & 36 months for TC	Following construction of grade separation, Stratified Parcel where the rail corridor traverses Bowesville Road. Stratified Parcel includes the whole of the grade separation at Bowesville Road but, following construction of the grade separation will exclude the travelled portion of Bowesville Road. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements. Refer to Schedule 15 – Output Specifications with respect to traffic management during Construction Period.
18692-PRP_94b	5	Construction Period	April 1, 2019	NSI	36	
18692-PRP_94b	6	Construction Period	April 1, 2019	NSI	36	

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_94b	7	Construction Period	April 1, 2019	NSI	36	
18692-PRP_94b	8	Construction Period	April 1, 2019	NSI	36	
18692-PRP_94b	9	Construction Period	April 1, 2019	TC	36	Report Card Parcel
18692-PRP_94b	10	Construction Period	April 1, 2019	TC	36	Report Card Parcel
18692-PRP_94b	11	Construction Period	April 1, 2019	TC	36	Report Card Parcel
18692-PRP-96c	1	Construction Period	July 15, 2019	TC, NMI	36	Report Card Parcel
18692-PRP-96c	2	Project Term	July 15, 2019	NSI	Project Term	Report Card Parcel
18692-PRP-96c	3	Construction Period	July 15, 2019	TC, NMI	36	Report Card Parcel
18692-PRP-96c	4	Construction Period	July 15, 2019	TC, NMI	36	Report Card Parcel
18692-PRP-96c	5	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP-96c	6	Construction Period	July 15, 2019	TC, NMI	36	Report Card Parcel
18692-PRP-96c	7	Project Term for NSI Construction Period for TC, NMI	July 15, 2019	TC, NSI, NMI	Project Term for NSI & 36 months for TC, NMI	Stratified Parcel following completion of construction of NSI. Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel includes the full extent of the grade separation(s) at Bowesville Road (see Schedule 15- Output Specifications). Stratified Parcel excludes travelled portion of Bowesville Road. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP-96c	8	Construction Period	July 15, 2019	TC, NMI	36	Report Card Parcel
18692-PRP-112	1	Construction Period	July 15, 2019	TM	36	Report Card Parcel

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_97c	1	Construction Period	July 15, 2019	TC, NMI	36	Report Card Parcel [Note to Preferred Proponent: Demolition of existing structures and scope of use of site for construction purposes to be discussed.]
18692-PRP_97c	2	Project Term	July 15, 2019	NSI	Project Term	Report Card Parcel
18692-PRP_97c	3	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP_97c	4	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP_97c	5	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP_97c	6	Construction Period	July 15, 2019	TC, NMI	36	Report Card Parcel
18692-PRP_97c	7	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP_110	1	Construction Period	July 15, 2019	TM	36	Report Card Parcel
18692-PRP_110	2	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP_98a	1	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP_98a	2	Project Term	July 15, 2019	NSI	Project Term	Report Card Parcel
18692-PRP_98a	3	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP_98a	4	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP_98a	5	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP_111	1	Construction Period	July 15, 2019	TC	36	Report Card Parcel
18692-PRP_111	2	Construction Period	July 15, 2019	TC	36	Report Card Parcel

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_114	1	Project Term for NSI Construction Period for TC	April 1, 2019	TC, NSI	Project Term for NSI & 36 months for TC	<p>ROW</p> <p>Following construction of grade separation, Stratified Parcel where the rail corridor traverses Bowesville Road. Stratified Parcel includes the whole of the grade separation at Bowesville Road but, following construction of the grade separation will exclude the travelled portion of Bowesville Road.</p> <p>Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p> <p>Refer to Schedule 15 – Output Specifications with respect to traffic management during Construction Period.</p>
18692-PRP_115	1	Project Term	Financial Close	NSI	Project Term	
18692-PRP_116a	1	Project Term for NSI Construction Period for TC, NMI	Financial Close	TC, NSI, NMI	Project Term for NSI & 36 months for TC, NMI	<p>ROW</p> <p>Stratified Parcel following completion of construction of NSI. Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel includes the full extent of the grade separation(s) at Limebank Road (see Schedule 15- Output Specifications). Stratified Parcel excludes travelled portion of Limebank Road.</p> <p>Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p>
18692-PRP_116a	2	Project Term for NSI Construction Period for TC, NMI	Financial Close	TC, NSI, NMI	Project Term for NSI & 36 months for TC, NMI	<p>ROW</p> <p>Stratified Parcel following completion of construction of NSI. Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel includes the full extent of the grade separation(s) at Limebank Road (see Schedule 15- Output Specifications). Stratified Parcel excludes travelled portion of Limebank Road.</p> <p>Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p>
18692-PRP_116a	3	Project Term for NSI Construction Period for TC, NMI	Financial Close	TC, NSI, NMI	Project Term for NSI & 36 months for TC, NMI	<p>ROW</p> <p>Stratified Parcel following completion of construction of NSI. Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel includes the full extent of the grade separation(s) at Limebank Road (see Schedule 15- Output Specifications). Stratified Parcel excludes travelled portion of Limebank Road.</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_116a	4	Project Term for NSI Construction Period for TC, NMI	Financial Close	TC, NSI, NMI	Project Term for NSI & 36 months for TC, NMI	<p>ROW</p> <p>Stratified Parcel following completion of construction of NSI. Parcel becomes a Stratified Parcel at the Revenue Service Date. Stratified Parcel includes the full extent of the grade separation(s) at Limebank Road (see Schedule 15- Output Specifications). Stratified Parcel excludes travelled portion of Limebank Road.</p> <p>Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.</p>
18692-PRP_116a	5	Project Term	Financial Close	TC, NSI, NMI	Project Term	
18692-PRP_116a	6	Project Term	Financial Close	TC, NSI	Project Term	
18692-PRP_116a	7	Construction Period	-	TC	-	ROW, Report Card Parcel
18692-PRP_116a	8	Construction Period	-	TC	-	<p>ROW, Report Card Parcel</p> <p>Existing entrances to Limebank Road to be maintained</p>
18692-PRP_116a	9	Construction Period	-	TC	-	ROW, Report Card Parcel
18692-PRP_116a	10	Construction Period	-	TC	-	ROW, Report Card Parcel
18692-PRP_116a	11	Construction Period	-	TC	-	ROW, Report Card Parcel
18692-PRP_116a	12	Construction Period	-	TC	-	ROW, Report Card Parcel
18692-PRP_116a	13	Construction Period	-	TC, NMI	-	<p>ROW, Report Card Parcel</p> <p>NMI limited to construction of municipal road</p>
18692-PRP_116a	14	Construction Period	-	TC, TA	Construction Period	<p>TA limited to a temporary detour road related to the temporary closure of Limebank Road</p> <p>Report Card Parcel</p>

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_117b	1	Project Term	April 1, 2019	NSI	Project Term	
18692-PRP_117b	2	Project Term for NSI Construction Period for TC, NMI	April 1, 2019	TC, NSI, NMI	Project Term for NSI & 36 months for TC, NMI	Stratified Parcel following completion of construction of NSI. Parcel excludes areas containing municipal services/utilities. Access to Parcel to be preserved for City for maintenance of municipal services/utilities. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_117b	3	Project Term	April 1, 2019	TC, NSI, NMI	Project Term for NSI & 36 months for TC, NMI	Stratified Parcel following completion of construction of NSI. Stratified Parcel includes the full extent of the grade separation(s) at Limebank Road (see Schedule 15-Output Specifications). Stratified Parcel excludes travelled portion of Limebank Road. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_117b	4	Project Term for NSI Construction Period for TC, NMI	April 1, 2019	TC, NMI	Project Term for NSI & 36 months for TC, NMI	NMI comprised of future Limebank ROW
18692-PRP_117b	5	Project Term	April 1, 2019	NSI	Project Term	
18692-PRP_117b	6	Project Term for NSI Construction Period for TC, NMI	April 1, 2019	TC, NSI, NMI	Project Term for NSI & 36 months for TC, NMI	Stratified Parcel following completion of construction of NSI. Parcel excludes areas containing municipal services/utilities. Access to Parcel to be preserved for City for maintenance of municipal services/utilities. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_117b	7	Project Term	April 1, 2019	TC, NSI, NMI	Project Term for NSI & 36 months for TC, NMI	Stratified Parcel following completion of construction of NSI. Stratified Parcel includes the full extent of the grade separation(s) at Limebank Road (see Schedule 15-Output Specifications). Stratified Parcel excludes travelled portion of Limebank Road. Refer to Schedule 15-3 – Maintenance and Rehabilitation Requirements.
18692-PRP_117b	8	Project Term for NSI Construction Period for TC, NMI	April 1, 2019	TC, NMI	Project Term for NSI & 36 months for TC, NMI	NMI comprised of future Limebank ROW
18692-PRP_117b	9	Construction Period	April 1, 2019	TC, NMI	Construction Period	NMI comprised of future Limebank ROW Existing entrances at Limebank Road to be maintained.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_117b	10	Construction Period	April 1, 2019	TC, NMI	Construction Period	NMI limited to relocation of municipal services/utilities.
18692-PRP_117b	11	Construction Period	April 1, 2019	TC, NMI	Construction Period	NMI limited to relocation of municipal services/utilities.
18692-PRP_117b	12	Construction Period	April 1, 2019	TC, TA, NMI	Construction Period	TA limited to a temporary detour road related to the temporary closure of Limebank Road NMI limited to construction of municipal road
18692-PRP_117b	13	Construction Period	April 1, 2019	TC, TA	Construction Period	TA limited to a temporary detour road related to the temporary closure of Limebank Road Existing entrances at Limebank Road to be maintained. Report Card Parcel
18692-PRP_117b	14	Construction Period	April 1, 2019	TC, TA, NMI	Construction Period	NMI limited to construction of municipal road Construction activities not to conflict or constrain the use of Parcel 12 as a detour road during Limebank Road construction activities.
18692-PRP_34b	1	Project Term	30 days following Financial Close	NSI/NMI	Project Term	NCC Terms & Conditions, Report Card Parcel
18692-PRP_34b	2	Construction Period	30 days following Financial Close	TC/NMI	34	NCC Terms & Conditions, Report Card Parcel NMI limited to a multiuse pathway.
18692-PRP_34b	3	Construction Period	30 days following Financial Close	TC/NMI	34	NCC Terms & Conditions, Report Card Parcel NMI limited to a multiuse pathway.
18692-PRP_34b	4	Construction Period	30 days following Financial Close	TC/NMI	34	NCC Terms & Conditions, Report Card Parcel NMI limited to a multiuse pathway.
18692-PRP_34b	5	Construction Period	30 days following Financial Close	TC/NMI	34	NCC Terms & Conditions, Report Card Parcel NMI limited to a multiuse pathway.
18692-PRP_34b	6	Construction Period	30 days following Financial Close	TC	34	NCC Terms & Conditions, Report Card Parcel NMI limited to a multiuse pathway.
18692-PRP_34b	7	Project Term	30 days following Financial Close	NSI	Project Term	NCC Terms & Conditions, Report Card Parcel

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
						To be used for access only for culvert maintenance
18692-PRP_38a	1	Project Term	30 days following Financial Close	NSI	Project Term	NCC Terms & Conditions
18692-PRP_40a	1	Construction Period	30 days following Financial Close	TC	39	NCC Terms & Conditions, Report Card Parcel Potential station connectivity works to be undertaken by owner of adjacent property. Some coordination with owner of adjacent property may be required.
18692-PRP_40a	2	Project Term	30 days following Financial Close	NSI	Project Term	NCC Terms & Conditions Potential station connectivity works to be undertaken by owner of adjacent property. Some coordination with owner of adjacent property may be required.
18692-PRP_40a	6	Construction Period	30 days following Financial Close	TC	39	NCC Terms & Conditions, Report Card Parcel Potential station connectivity works to be undertaken by owner of adjacent property. Some coordination with owner of adjacent property may be required.
18692-PRP_40a	7	Project Term	30 days following Financial Close	NSI	Project Term	NCC Terms & Conditions Potential station connectivity works to be undertaken by owner of adjacent property. Some coordination with owner of adjacent property may be required.
18692-PRP_42a	1	Project Term	30 days following Financial Close	Emergency Egress from Station only	Project Term	NCC Terms & Conditions Emergency egress to be provided via existing multi use pathway only. Parcel not available for construction access.
18692-PRP_42a	2	Construction Period	30 days following Financial Close	TC	39	NCC Terms & Conditions, Report Card Parcel Access to parcel is from corridor only.
18692-PRP_42a	3	Construction Period	30 days following Financial Close	TC	39	NCC Terms & Conditions, Report Card Parcel Access to parcel is from corridor only.
18692-PRP_45	1	Project Term	30 days following Financial Close	NSI	Project Term	Stratified Parcel – Extends to the outer limits of the Dow’s Lake tunnel structure only. Corridor Lands Constraints Refer to Dow’s Lake Terms for maintenance access and Schedule 15-3 – Maintenance and Rehabilitation Requirements NCC Terms & Conditions

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_64b	1	Project Term	30 days following Financial Close	NSI	Project Term	NCC Terms & Conditions For grading only.
18692-PRP_64b	2	Project Term	30 days following Financial Close	NSI/NMI	Project Term	NCC Terms & Conditions For purposes of construction and maintenance access and emergency egress only.
18692-PRP_64b	3	Construction Period	30 days following Financial Close	TC, NMI	19	NCC Terms & Conditions, Report Card Parcel Both TC and NMI limited to construction of a multi-use pathway only.
18692-PRP_095a	1	Construction Period	30 days following Financial Close	TM	Construction Period	NCC Terms & Conditions, Report Card Parcel
18692-PRP_095a	2	Construction Period	30 days following Financial Close	TM	Construction Period	NCC Terms & Conditions, Report Card Parcel
18692-PRP_095a	3	Construction Period	30 days following Financial Close	TA	Construction Period	NCC Terms & Conditions, Report Card Parcel
18692-PRP_095a	4	Construction Period	30 days following Financial Close	TA	Construction Period	NCC Terms & Conditions, Report Card Parcel

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_44c	1	Project Term	Financial Close	NSI	Project Term	Stratified Parcel – Extends to the outer limits of the Dow’s Lake tunnel structure only. Corridor Lands Constraints Refer to Dow’s Lake Terms for maintenance access and Schedule 15-3 – Maintenance and Rehabilitation Requirements
18692-PRP_44c	2	Project Term	Financial Close	NSI	Project Term	Stratified Parcel – Extends to the outer limits of the Dow’s Lake tunnel structure only. Corridor Lands Constraints Refer to Dow’s Lake Terms for maintenance access and Schedule 15-3 – Maintenance and Rehabilitation Requirements
18692-PRP_44c	3	Project Term	Financial Close	NSI	Project Term	Stratified Parcel – Extends to the outer limits of the Dow’s Lake tunnel structure only. Corridor Lands Constraints Refer to Dow’s Lake Terms for maintenance access and Schedule 15-3 – Maintenance and Rehabilitation Requirements
18692-PRP_44c	4	Project Term	April 1, 2019	NSI	Project Term	Stratified Parcel – Extends to the outer limits of the Dow’s Lake tunnel structure only. Corridor Lands Constraints Refer to Dow’s Lake Terms for maintenance access and Schedule 15-3 – Maintenance and Rehabilitation Requirements
18692-PRP_44c	5	Project Term	April 1, 2019	NSI	Project Term	Stratified Parcel – Extends to the outer limits of the Dow’s Lake tunnel structure only. Corridor Lands Constraints Refer to Dow’s Lake Terms for maintenance access and Schedule 15-3 – Maintenance and Rehabilitation Requirements
18692-PRP_44c	6	Project Term	April 1, 2019	NSI	Project Term	Stratified Parcel – Extends to the outer limits of the Dow’s Lake tunnel structure only. Corridor Lands Constraints Refer to Dow’s Lake Terms for maintenance access and Schedule 15-3 – Maintenance and Rehabilitation Requirements
18692-PRP_44c	7	Project Term	April 1, 2019	Access Only	Project Term	Only for access to tunnel fan plant located on Parcel 4, 9 and 10, PRP_44c Refer to Dow’s Lake Terms

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_44c	8	Project Term	April 1, 2019	Access Only	Project Term	Only for access to tunnel fan plant located on Parcel 4, 9 and 10, PRP_44c Refer to Dow's Lake Terms
18692-PRP_44c	9	Project Term	April 1, 2019	Access Only	Project Term	Only for access to tunnel fan plant located on Parcel 4, 9 and 10, PRP_44c Refer to Dow's Lake Terms
18692-PRP_44c	10	Project Term	April 1, 2019	Access Only	Project Term	Only for access to tunnel fan plant located on Parcel 4, 9 and 10, PRP_44c Refer to Dow's Lake Terms
18692-PRP_44c	11	Construction Period	April 1, 2019	Access Only	Project Term	Only for access to tunnel fan plant located on Parcel 4, 9 and 10, PRP_44c Refer to Dow's Lake Terms
18692-PRP_44c	12	Project Term	April 1, 2019	Access Only	Project Term	Only for access to tunnel fan plant located on Parcel 4, 9 and 10, PRP_44c Refer to Dow's Lake Terms
18692-PRP_44c	13	Project Term	April 1, 2019	NSI	Project Term	Refer to Dow's Lake Terms
18692-PRP_44c	14	Project Term	April 1, 2019	NSI	Project Term	Refer to Dow's Lake Terms
18692-PRP_113	1	Project Term	April 1, 2019	NSI	Project Term	NCC Terms & Conditions
18692-PRP_47e	1	Project Term	Financial Close	NSI	Project Term	Report Card Parcel Stratified Parcel where rail corridor traverses University Road and multi-use pathway. Stratified Parcel includes the full extent of the grade separation but excludes travelled portion of University Road and existing multiuse pathway. MNR Terms
18692-PRP_47e	2	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel MNR Terms
18692-PRP_47e	3	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel MNR Terms

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_47e	4	Construction Period	Financial Close	TC/NMI	Construction Period	Report Card Parcel MNR Terms NMI limited to a multiuse pathway.
18692-PRP_47e	5	Construction Period	Financial Close	TC/NMI	Construction Period	Report Card Parcel MNR Terms NMI limited to a pedestrian bridge
18692-PRP_47e	6	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel MNR Terms
18692-PRP_47e	7	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel MNR Terms
18692-PRP_47e	8	Construction Period	Financial Close	TC	Construction Period	Report Card Parcel MNR Terms
18692-PRP_49b	1	Construction Period	April 1, 2019	TM	18	Report Card Parcel PWGSC Terms
18692-PRP_49b	2	Construction Period	April 1, 2019	TA	18	Report Card Parcel PWGSC Terms Access to be maintained for property owner and property owner’s contractors and invitees at all times.
18692-PRP_49b	3	Construction Period	April 1, 2019	TA	18	Report Card Parcel PWGSC Terms Access to be maintained for property owner and property owner’s contractors and invitees at all times.

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_49b	4	Construction Period	April 1, 2019	TC	18	Report Card Parcel PWGSC Terms Parcel also subject to additional requirements contained in June 22, 2010 licence agreement between the City and PWGSC a copy of which is contained in the folder titled "Agreements" in the Data Room.
18692-PRP_49b	5	Construction Period	April 1, 2019	TM	18	Report Card Parcel PWGSC Terms
18692-PRP_50a	1	Construction Period	April 1, 2019	TA	18	Report Card Parcel Subject to terms and conditions of a Standard Agreement comprising an Access Licence between the City and Canada Post..
Note to First Negotiation Proponent: PRP 55 removed in response to comments from Hydro One. Revised PRP 27						
18692-PRP_101	1	Construction Period	Financial Close	TA	Construction Period	Report Card Parcel PWGSC Terms
18692-PRP_103b	1	Project Term	First day of Shut Down Period	NSI	Project Term	Report Card Parcel CN Terms & Conditions
18692-PRP_104	1	Project Term	November 1, 2019	NSI	Project Term	Corridor Lands Constraints
18692-PRP_105a	1	Project Term	November 1, 2019	NSI	Project Term	Report Card Parcel CN Terms & Conditions Parcel contains Walkley Diamond infrastructure. Corridor Lands Constraints
18692-PRP_105a	2	Project Term	November 1, 2019	NSI	Project Term	Report Card Parcel CN Terms & Conditions Parcel contains Walkley Diamond infrastructure. Corridor Lands Constraints

Trillium Line Lands						
Property Request Plan	Parcel	Construction Period or Project Term	Commencement date	Permitted Use	Duration (months)	Restrictions & Requirements
18692-PRP_119	1	Construction Period	Financial Close	NMI	Construction Period	MNR Terms Report Card Parcel NMI limited to rehabilitation of wetlands

PART C –FORM OF REPORT CARD

Report Card

Property Description:

PRP Reference:

Commencement Date:

Expected date of completion of Construction Activities and/or Works:

Description of Use which Project Co. has put to the Report Card Parcel (include particulars):	
Description of Any Physical Alteration to Report Card Parcel:	
Summary of Baseline Conditions (including reference to relevant Background Information):	
Summary of Spill Reports (append reports):	
Volume of soil imported (append lab reports):	
Description of any soil or groundwater sampling (include results)	
Follow up Environmental Investigation Recommended (include detail):	

Every Report Card shall include the following attachments:

- (1) Property Request Plan(s) (including with relevant site plans describing Report Card Parcel).
- (2) Lab reports with respect to imported soils (if any).
- (3) Spill reports (if any).
- (4) Copies of relevant Background Information or other environmental investigation reports.
- (5) Soil and Groundwater Sampling Reports (if any).

- (6) A summary of all reinstatement, restoration and/or rehabilitation works undertaken in accordance with Parts 1 and 6 of Schedule 15-2 or otherwise is required for all Report Card Parcels:
 - i. Designated Temporary Mobilization Lands (TM); and/or
 - ii. Where a significant grade change has occurred as a result of Construction Activities